

RECORDING REQUESTED BY AND
WHEN RECORDED RETURN TO:

City Attorney
City of Alameda
2263 Santa Clara Avenue
Alameda, CA 94501

**DEVELOPMENT AGREEMENT
ALAMEDA POINT – SITE A**

This Development Agreement (“**Agreement**” or “**Development Agreement**”) is entered into on August 6, 2015 (“**Effective Date**”), between the City of Alameda, a municipal corporation (“**City**”) and Alameda Point Partners, LLC a Delaware limited liability company (the “**Developer**”) regarding the Alameda Point- Site A project. The City and the Developer are sometimes referred to collectively as the “**Parties**” or individually as a “**Party**.”

RECITALS

This Agreement is based on the following facts, understandings and intentions of the City and the Developer:

A. In order to strengthen the public planning process, encourage private participation in comprehensive planning and reduce the economic costs and risk of development, the Legislature of the State of California enacted Section 65864 *et seq.* of the Government Code (the “**Development Agreement Legislation**”) which authorizes the City and a developer having a legal or equitable interest in real property to enter into a binding, long-term development agreement, establishing certain development rights in the real property.

B. Pursuant to California Government Code Section 65864, the City has adopted rules and regulations establishing procedures and requirements for consideration of development agreements. Such procedures and requirements are contained in the Alameda Municipal Code (“**AMC**”) Chapter XXX, Article VII, Code Sections 30-91 through 30-95 (the “**City Development Agreement Regulations**”). This Development Agreement has been processed in accordance with the City Development Agreement Regulations.

C. The City and the Developer have entered into a Disposition and Development Agreement dated as of August 6, 2015 and approved by the City Council by Ordinance No. 3127 (the “**DDA**”), whereby the Developer intends to acquire from the City a portion of the former Naval Air Station Alameda (“**NAS Alameda**”) more particularly described in Exhibit A, attached hereto (the “**Property**”).

D. The City is desirous of advancing the socioeconomic interests of the City and its residents by promoting the productive use of the former NAS Alameda consistent with the NAS Alameda Community Reuse Plan (the “**Reuse Plan**”) adopted by the Alameda Reuse and

Redevelopment Authority in 1996 and subsequently amended in 1997, and encouraging quality development and economic growth, thereby enhancing employment opportunities for residents and expanding City's property tax base.

E. The City has determined that development of the Property in accordance with this Development Agreement will accrue clear benefits to the public. These “**Public Benefits**” include, but are not limited to, significant amounts of new affordable housing, increased public access and open space, transportation improvements, extensive infrastructure improvements that serve not only the Project, but also deliver the necessary gateway infrastructure to the job-producing center that will be occurring south of the Property, new recreational and entertainment, retail opportunities, new jobs and monetary assistance to help facilitate construction of the Sports Complex and the new Ferry Terminal.

F. The “**Project**” is a high quality, mixed-use "urbanistic" development of the Property that will attract a mix of residential, commercial, retail, restaurants, and service businesses that can help create a walkable, inviting shopping experience, provide a "sense of place" for the community, create jobs for residents of the community and be the catalyst for the revitalization of the Alameda Point district and community as a whole. The Project will comply with the Transportation Demand Management Plan for Alameda Point (“**TDM Plan**”), which was approved by the City Council on May 20, 2014, by providing an innovative transportation program designed to maximize transit usage and opportunities for walking and biking, with a dense mixed-use urban core in close proximity to transit, thereby providing a model for sustainable development. The Project is more fully described in the Development Plan, which is attached as Exhibit B, herein incorporated by reference without limitation to define the Project as including the following components:

- a. Approximately 800 residential units, of which 25% will be Affordable Housing Units as more specifically defined in the DDA and the Affordable Housing Implementation Plan attached to the DDA;
- b. Up to 600,000 square feet of permitted and conditionally permitted non-residential uses (including but not limited to, retail, commercial, civic and other commercial space) and, which may include the adaptive reuse of some of the existing structures on the Property;
- c. New and/or upgraded public utilities, including water distribution system, wastewater collection system, recycled water storage and distribution system, storm water collection and Stormwater Management Control System and other improvements as more particularly described in the Infrastructure Package attached as Exhibit C;
- d. Up to approximately 15 acres of parks and open space;
- e. New and/or upgraded streets and public ways as more particularly described in the Infrastructure Package;
- f. Bicycle, transit, and pedestrian facilities as more particularly described in the Infrastructure Package; and

- g. Such additional improvements and contributions set forth in the Infrastructure Package and required under the DDA, including obligations related to the Major Alameda Point Amenities.

G. The City prior to entering into this Development Agreement has undertaken extensive actions in furtherance of redeveloping the former NAS Alameda consistent with the Reuse Plan. A list of all the actions is set forth in the recitals of the DDA and includes General Plan amendments, Zoning Ordinance amendments (e.g., the creation of the Alameda Point District under Alameda Municipal Code Section 30-4.24), a TDM Plan, and a Master Infrastructure Plan (“MIP”) (collectively, the “**Planning Documents**”). Following noticed public hearings, the City Council also approved the following “**Basic Approvals**” for the development of the Project:

- a. A specific plan (the Waterfront and Town Center Precise Plan) for the Waterfront Town Center zoning sub-district (adopted on July 15, 2014, by Ordinance No. 3101) (“**Town Center Plan**”); and,
- b. Certification of a Final Environmental Impact Report (“**FEIR**”) (State Clearinghouse No. 201312043) under the California Environmental Quality Act (“**CEQA**”), California Public Resources Code Section 21000 *et seq.* and adoption of written findings and a Mitigation and Monitoring Reporting Program (“**MMRP**”) on February 4, 2014, by Resolution No. 14891, for the Alameda Point Project, including the Town Center Plan.

H. Concurrently with the approval to enter into this Development Agreement, the City is approving the following land use approvals, entitlements and permits relating to the Project (collectively, “**Initial Approvals**”):

- a. A Multi-Family Waiver pursuant to a Density Bonus Application submitted by the Developer for the Project under AMC Section 30-17 (City Council Resolution No. 15057);
- b. A Development Plan which sets forth the Project as required under the Town Center Plan and AMC Section 30-4.13(j) (Planning Board Resolution No.15-09).

I. After entering into this Development Agreement, the City anticipates applications for additional land use approvals, entitlements, and permits to be submitted to implement and operate the Project in accordance with the terms of the DDA and consistent with the Planning Documents, Basic Approvals and Initial Approvals. Such applications may include, without limitation: design review approvals, subdivision maps, improvement plans, development plans, conditional use permits, variances, street vacations, demolition permits, infrastructure agreements, grading permits, building permits, right-of-way permits, lot line adjustments, site plans, sewer and water connection permits, certificates of occupancy, parcel maps, lot splits, landscaping plans, master sign programs, and encroachment permits (collectively, “**Subsequent Approvals**”).

Collectively, the Planning Documents, Basic Approvals and Initial Approvals defined above are herein referred to as “**Project Approvals.**” When any Subsequent Approval applicable to the Project is approved by the City, each such Subsequent Approval(s) shall become subject to all the terms and conditions of this Development Agreement and shall be considered part of the “Project Approvals” under this Development Agreement.

J. The City has determined that by entering into this Development Agreement the City will ensure: (1) the productive use of underdeveloped property and foster orderly growth and quality development in the City; (2) the development of substantial infrastructure in accordance with the Infrastructure Package, to achieve the productive reuse of the Property and NAS Alameda including necessary assistance to help fund and develop, as required by the terms of the DDA, planned improvements to create a waterfront promenade park, construction of a ferry terminal and other public improvements benefiting the community; (3) that any development of the Property will proceed in accordance with the goals and policies set forth in the City of Alameda General Plan (“**General Plan**”) and will implement City’s stated General Plan policies; (4) a substantial increase in property tax and sales tax revenues to the City; (5) a benefit from increased employment opportunities for residents of the City; and, (6) the attainment of the Public Benefits.

K. The terms and conditions of this Development Agreement have undergone extensive review by the City, the Developer and their respective legal counsel. The Planning Board and the City Council at publicly noticed meetings found the Development Agreement to be in conformance with the General Plan, the Development Agreement Legislation, and the City Development Agreement Regulations. The City Council finds that the economic interests of the City’s residents and the public health, safety and welfare will be best served by entering into this Development Agreement.

L. This Development Agreement was adopted by ordinance of the City Council, after notice and public hearings before the Planning Board and City Council. The City Council previously certified the FEIR, which analyzed the Planning Documents and Basic Approvals. The Initial Approvals are consistent with the findings and conclusions of the FEIR, which was a project level review of the Town Center Plan. This Development Agreement and the Initial Approvals qualify for the streamlining provisions of CEQA under California Public Resources Code Section 21083.3 and CEQA Guidelines Section 15183. An environmental checklist for streamlined CEQA was prepared by AECOM and is attached hereto as Exhibit D. The FEIR and CEQA checklist serve as the environmental review for this Development Agreement, and the City Council in approving this Development Agreement has made findings pursuant to Section 15162 of the CEQA Guidelines.

M. The City and Developer for reasons cited herein have determined that the Project is a transit-oriented destination development for which this Development Agreement is appropriate. This Development Agreement will eliminate uncertainty regarding Project Approvals, including Subsequent Approvals thereby encouraging planning for, investment in and commitment to use and development of the Property. Continued use and development of the Property in accordance with this Development Agreement is anticipated to, in turn, provide substantial benefits and contribute to the provision of needed infrastructure for area growth, thereby achieving the goals and purposes for which the Development Agreement Statute was enacted.

AGREEMENT

NOW, THEREFORE, the parties agree as follows:

ARTICLE 1. APPLICABLE LAW

Section 1.1 Applicable Law. The City shall process, consider and review all Subsequent Approvals in accordance with the rules, regulations, official policies, standards and specifications in effect on the Effective Date of this Development Agreement. This shall include (a) the City's General Plan, Planning and Zoning Code, Subdivision Code, Green Building Regulations and all other applicable City policies, rules and regulations that set forth standards for development, but that are not Uniform Codes as defined in Section 1.4, below, (b) the Planning Documents, Basic Approvals, and Initial Approvals, (c) any permitted Future Changes to the Applicable Law, as defined below, and (d) this Development Agreement (collectively referred to as "**Applicable Law**").

(a) For purposes of this Development Agreement, the term Applicable Law when referring to the TDM Plan and TDM Compliance Strategy (collectively referred to as "TDM Plans") shall only refer to the vehicle trip reduction goals set forth in the City's General Plan which are herein defined as a 30% reduction in peak hour trips for commercial development and 10% reduction in peak hour trips for residential development as calculated under the TDM Plan as measured against the estimated automobile trips projected in the 2035 "buildout" scenario in the Alameda Point EIR. The methods to achieve these vehicle trip reductions, as set forth in the TDM Plans may change as the TDM Plans are "living documents" and will be refined and modified over time to ensure the goals and policies set forth within them are achieved. Except for the vehicle trip reduction goals, nothing herein shall limit the application and implementation of future requirements under the TDM Plans to the Project or Subsequent Approvals to achieve such goals.

Section 1.2 Non-Conflicting Changes to Applicable Law.

(a) Any future changes to Applicable Law, and any other rules, regulations, official policies, standards and specifications adopted or enacted after the Effective Date ("**Future Change(s) to Applicable Law**") that conflict with this Development Agreement and the Project Approvals **shall not** apply to this Project and Property, except that as noted in Section 1.1 above, changes to the TDM Plans shall not be deemed conflicts to the Applicable Law. In the event of such a conflict, the terms of this Development Agreement and the Project Approvals shall prevail.

(b) For purposes of this Section, a Future Change to Applicable Law shall be deemed to conflict with this Development Agreement if it would accomplish any of the following results, either by specific reference to the Project, or as part of a general enactment, which applies to, or affects, the Project:

(1) Limit or reduce the density or intensity of the Project, or any part thereof, or otherwise require any reduction in the square footages of development type (for example, residential, commercial, retail, etc.) or the number of proposed buildings (including the number of residential units) or other improvements from that permitted under this Development Agreement, the Applicable Law, or Project Approvals;

(2) Limit or reduce the height, bulk or massing of the Project or otherwise require any reduction in height, bulk or massing of individual proposed buildings or other improvements from that permitted under the Development Agreement, the Applicable Law, or Project Approvals;

(3) Change any land use designation or permitted use of the Property that is permitted under this Development Agreement, Applicable Law or Project Approvals;

(4) Limit or control the availability of public utilities, services or facilities or any privileges or rights to public utilities, services, or facilities (for example, water rights, water connections or sewage capacity rights, sewer connections, etc.) as considered under the Project Approvals, but only to the extent such public utilities, services or facilities are controlled by the City;

(5) Materially change the location, configuration or size of lots, buildings, structures, or other improvements of the Project in a manner that is inconsistent with or more restrictive than the limitations included in or imposed by the Project Approvals, Applicable Law or this Development Agreement except that for purposes of this provision, the adaptive reuse of existing buildings for non-residential uses shall not be considered a material change;

(6) Limit or control the rate, timing, phasing or sequencing of the approval, development or construction of all or any part of the Project in any manner, except as set forth in this Development Agreement, the DDA, Applicable Law or Project Approvals;

(7) Materially or adversely limit the processing or procuring of applications and approvals of Subsequent Approvals that are consistent with Project Approvals, Applicable Law or this Development Agreement; or

(8) Increase or impose any Impact Fees or Exactions other than those in effect as of the Effective Date and applicable to the Project as set forth under Section 1.3 of this Development Agreement.

(c) The Developer may, upon concurrence with any affected City Departments, elect to have Future Changes to Applicable Law that conflict with this Development Agreement apply to the Project by giving the City written notice of its election to have a Future Change to Applicable Law apply, in which case, such Future Change to Applicable Law shall be deemed an Applicable Law. In addition, should the City enact any Future Changes to Applicable Laws that benefit the Project through reduced obligations or increased opportunities, the Project shall have the right to elect to be subject to such Future Changes to Applicable Law.

Section 1.3 Impact Fees. The Project and Property shall only be subject to the Development Impact Fees (“Impact Fees”), as set forth in Exhibit E. The City shall not impose any new Impact Fees on the development of the Project or the Property, or impose new exactions for the right to develop the Project (including required contributions of land, public amenities or services) except as set forth in this Development Agreement. The Developer shall not be subject to new categories of Impact Fees that are adopted by the City from and after the Effective Date in connection with the development of the Project or Property. Any substitute Impact Fees that replace (but do not expand the purpose or scope of) any Impact Fees shown on Exhibit E shall apply to the Project, and shall not be considered new categories of Impact Fee as set forth above. In addition, any new conditions or requirements, including new costs or fees, identified in the TDM Plans for the Project and Property shall not be considered new Impact Fees as set forth above. If the City reduces the amount of any Impact Fees shown on Exhibit E, the Project will be subject to the lesser amount.

(a) Impact Fees. “Impact Fees” shall mean monetary fees, exactions or impositions, other than taxes or assessments, whether established for or imposed upon the Project individually or as part of a class of projects, that are imposed by City on the Project in connection with any Project Approval (including Subsequent Approvals) for any purpose, including, without limitation, defraying all or a portion of the cost of public services and/or facilities construction, improvement, operation and maintenance attributable to the burden created by the Project. For purposes of this Agreement, the term Impact Fees shall not include impact fees imposed on the Project by the Alameda Unified School District, the State of California or any political subdivision of the State except the City. Any fee, exaction or imposition imposed on the Project by the City that does not fit the definition of a Processing Fee, as set forth in Section 1.3(b) below, is an Impact Fee.

(1) Only the Impact Fees (including the applicable inflator, if any) listed on Exhibit E of this Development Agreement shall apply to the Project. The base year for any Impact Fee inflator shall be 2015.

(2) The Developer shall receive a credit toward the Alameda Point Development Impact Fees listed in Exhibit E, and imposed pursuant to AMC Section 27.4.7(a), for the construction of the Infrastructure Package consistent with the terms of the DDA.

(3) The Developer shall receive a credit toward the Non-Residential Affordable Housing Fee listed in Exhibit E, and imposed pursuant to AMC Section 27, for the construction of 80 on-site affordable housing units in excess of the affordable housing units required by the City's Inclusionary Housing requirements set forth in AMC Section 30-16 as set forth in the Affordable Housing Agreement in the DDA. The Developer shall be obligated to pay the applicable Non-Residential Affordable Housing Fee on any Non-Residential development use at the 2014-15 effective rate in excess of the 80 unit Fee credit.

(4) The Developer shall be required to comply with the Public Art requirement pursuant to AMC Section 30.65 by including within the Project two public art projects. The total cost to the Developer to purchase, construct and install the two public art projects shall not be more than \$300,000. The Developer shall obtain approval of the public art projects in accordance with AMC Section 30.65.8.

(b) Processing Fees. "**Processing Fees**" shall mean fees charged to the Project to cover the cost of the City's review of applications for any permit or other review by the City departments and are not considered Impact Fees. Applications for Subsequent Approvals for the Project shall be charged the then-applicable Processing Fees to allow the City to recover its actual and reasonable costs. The Developer shall not receive any protection from rate escalators or rate increases on Processing Fees.

(c) Nothing in this Development Agreement shall diminish or eliminate any of Developer's rights as set forth in California Government Code Section 66020. The City and Developer acknowledge that the provisions contained within this section are intended to implement the intent of the Parties that the Developer have the right to develop the Project, and the Property, pursuant to specified and known criteria and rules, and that the City receive the benefits which will be conferred as a result of such development without abridging the right of the City to act in accordance with its powers, duties and obligations.

Section 1.4 Applicability of Uniform Codes. Before commencing any construction on the Property, the Developer must obtain all necessary building or other permits required for such work as required under applicable law (including those permits required by Applicable Law and applicable Future Changes to Applicable Law). In considering applications for building permits, the City shall apply the provisions, requirements, rules, or regulations applicable City-wide that are contained in the California Building Standards Code, as amended by the City in accordance with the California Health and Safety Code, including requirements of the City of Alameda Building and Housing Code, Fire Code, Sewer and Water Code, or other uniform construction codes (collectively, the "**Uniform Codes**"). In addition, upon submittal of a Design Review Application, City Departments shall apply their then-existing technical design standards and specifications with respect to public improvements to be dedicated to that City department, including any applicable standards or requirements of Non-City Responsible Agencies with jurisdiction (the "**Department Design Standards**"), so that public improvements integrate and function with existing City systems and applicable law; provided, however, that (i) the City cannot impose standards or requirements that exceed the minimum City standards; and (ii) such application shall not materially alter the location and dimensions of the streets and easement and sidewalks as set forth in the Development Plan, Town Center Plan and MIP. The Parties understand and agree that any public improvement identified in this Development Agreement, the DDA or the MIP will become part of a larger City

system and that the proposed public improvements must be constructed so as to integrate and work with the existing City systems in every material respect.

Section 1.5 Changes in State and Federal Rules and Regulations. Notwithstanding any provision in this Development Agreement to the contrary, each City department having jurisdiction over the Project shall exercise its sole discretion under this Development Agreement in a manner that is consistent with the public health and safety and shall at all times retain its respective authority to take any action that is necessary to protect the health and safety of the public (the **“Public Health and Safety Exception”**) or to comply with changes in Federal or State law, including applicable federal and state regulations (the **“Federal or State Law Exception”**), including the authority to condition or deny a Subsequent Approval or to adopt a new City regulation applicable to the Project so long as such condition or denial, or new regulation, is limited solely to addressing a specific and identifiable issue related to the protection of the public health and safety, or compliance with a Federal or State law, and not for independent discretionary policy reasons that are inconsistent with this Development Agreement.

(a) Pursuant to Section 65869.5 of the Development Agreement Statute, in the event that state or federal laws or regulations enacted after this Development Agreement have gone into effect and preclude or prevent compliance with one or more provisions of this Development Agreement, such provisions shall be modified or suspended as may be necessary to comply with such state or federal laws or regulations. In such event, this Development Agreement shall be modified only to the extent necessary, or required, to comply with such law or regulation. In the event that either Party believes, in its reasonable judgment, that any such modifications render the Project economically infeasible for the Developer or materially reduce the economic value of the Public Benefits to the City, the Parties may then negotiate additional amendments to this Development Agreement as may be necessary to satisfy, in their reasonable discretion, both the Developer and City. If the Parties cannot reach agreement on additional amendments despite good faith negotiations for a period of no less than nine (9) months from the Effective Date, then either Party shall have the right to terminate this Agreement in accordance with the provisions of Article 10 herein.

(b) This Development Agreement has been entered into in reliance upon the provisions of the Development Agreement Legislation and City Development Agreement Regulations as those provisions existed as of the Effective Date. No amendment or addition to those provisions which would affect the interpretation or enforceability of this Development Agreement or increase the obligations or diminish the development rights to Developer hereunder, or increase the obligations or diminish the benefits to the City shall be applicable to this Development Agreement unless such amendment or addition is specifically required by law or is mandated by a court of competent jurisdiction. If such amendment or change is permissive rather than mandatory, this Development Agreement shall not be affected. The Parties shall cooperate and shall undertake such actions as may be necessary to implement and reflect the intent of the Parties to allow and encourage development of the Project.

Section 1.6 Compliance with Applicable Federal and State Laws. The Developer shall comply, at no cost to the City, with all applicable federal or state laws relating to the Project or the use, occupancy or development of the Property under this Development Agreement.

ARTICLE 2.

DEVELOPMENT OF PROPERTY

Section 2.1 Development Rights. Developer shall have the vested right to develop the Property in accordance with and subject to the provisions of this Development Agreement, the DDA, and Project Approvals, including any Subsequent Approvals, all of which shall control the overall design, development and construction of the Project including, without limitation, all improvements and appurtenances therewith, the permitted and conditional uses, the density and intensity of uses, the maximum height, bulk and massing of buildings, the number of permitted and required parking spaces and all mitigation measures required to minimize or eliminate material adverse environmental impacts of the Project under the MMRP. This Development Agreement, by stating that the terms and conditions of the Development Agreement, the DDA and Project Approvals control the overall design, development and construction of the Project, is consistent with the requirements of California Government Code Section 65865.2, which requires that a development agreement state permitted uses of the property, the density or intensity of use, the maximum height and size of proposed buildings and provisions for reservation or dedication of land for public purposes. The Developer agrees that all improvements on the Property shall be constructed in accordance with this Development Agreement, the DDA and any Project Approvals, and in accordance with all applicable laws.

Section 2.2 Compliance with CEQA. The Parties acknowledge that the FEIR prepared complies with CEQA. The Parties further acknowledge that (a) the FEIR contains a thorough analysis of the Project and possible alternatives to the Project, (b) mitigation measures have been adopted to eliminate or reduce to an acceptable level certain adverse environmental impacts of the Project, and (c) the City Council adopted a statement of overriding considerations in connection with the Basic Approvals, pursuant to CEQA Guidelines Section 15093, for those significant impacts that could not be mitigated to a less than significant level. For these reasons and, consistent with the CEQA streamlining policies applicable to specific plans, the City acknowledges that in connection with Subsequent Approvals it is not obligated to prepare supplemental or subsequent EIRs, mitigated negative declarations, or negative declarations unless required by Public Resources Code Section 2116, and CEQA Guidelines Sections 15161 or 15162. The City shall rely on the streamlining provisions referenced in CEQA Guidelines Sections 15182 and/or 15183 to the fullest extent permitted by law. The City does not intend to conduct any further environmental review or mitigation under CEQA for any aspect of the Project vested by this Development Agreement, except as may be required by applicable law in taking future discretionary actions relating to the Project.

Section 2.3 Subsequent Approvals. The Developer and City acknowledge and agree that Developer intends to submit applications for Subsequent Approvals, as defined herein. In connection with any Subsequent Approval, the City shall conduct its review as set forth in the Town Center Plan and exercise its discretion in accordance with Applicable Law, Project Approvals and, as provided by this Development Agreement, which grants the Developer a vested right to develop the Project, as that term is defined in **Section F** of the Recitals above.

(a) The Project shall be phased with construction and development occurring as set forth in the DDA and the attached Phasing Plan, which is herein incorporated as Exhibit F (referred to as “**Development Phases**”). The Project shall be required to provide the following permanently affordable housing: (1) six percent (6%) of all housing units affordable to households with incomes at or below 50% of the Area Median Income ("AMI"); (2) ten percent (10%) of all housing units affordable to households with incomes at or below 80% of AMI; and (3) nine percent (9%) of the all housing units affordable to households with incomes at or below 120% of AMI. The location and timing for construction of the Affordable Housing Units shall be in accordance with the attached Phasing Plan and the Affordable Housing Implementation Plan in the DDA. In the event of conflict between the Phasing Plan and DDA, the DDA shall prevail.

(b) Each Project Approval or Subsequent Approval shall remain in effect during the Term of this Agreement, including any Design Review, Conditional Use approval and/or Variance granted thereunder. Notwithstanding anything to the contrary above, each street improvement, building, grading, demolition or similar permit and any use permit shall expire at the time specified in the permit or the applicable public improvement agreement approved under the City’s Subdivision Code, with extensions as normally allowed under the Uniform Codes or as set forth in such public improvement agreement.

Section 2.4 Other Government Permits. The Parties acknowledge that certain aspects of the Project including certain community improvements and/or public improvements may require the approval of federal, state and local governmental agencies that are independent of the City and not a Party to this Agreement (“**Non-City Responsible Agencies**”). The City shall cooperate with reasonable requests by the Developer, to the extent appropriate and as permitted by law, to assist in Developer’s efforts to obtain, as may be required, permits and approvals from Non-City Responsible Agencies. The Developer shall reimburse the City for reasonable costs that are incurred in assisting Developer obtain Project specific permits and approvals from Non-City Responsible Agencies.

Section 2.5 Development Timing. The Parties currently anticipate that the Project will be constructed in Development Phases over approximately twenty (20) years. The timing and commencement of Development Phases is set forth in the DDA, which is herein incorporated by reference as if set forth in full. In particular, and not in any limitation of any of the foregoing, since the California Supreme Court held in Pardee Construction Co. v. The City of Camarillo, 37 Cal.3d 465 (1984), that the failure of the parties therein to consider and expressly provide for the timing of development resulted in a later-adopted initiative restricting the timing of development prevailing over such parties’ agreement, it is the Parties’ desire to avoid that result by acknowledging that the Developer shall have the vested right to develop the Project in such order, and at such rate and at such times, as the Developer deems appropriate in the exercise of its business judgment, subject to the terms, requirements and conditions of the Project Approvals, the DDA, and this Development Agreement. Subject to the deadlines contained in this Development Agreement and the DDA, the Developer will use its best efforts, in accordance with its own business judgment and taking into consideration market conditions and other economic factors influencing Developer’s business decision, to commence or to continue development, and to develop the Project in a regular, progressive and timely manner in accordance with the provisions and conditions of this Development Agreement, the DDA, and the Project Approvals. Notwithstanding the above, the Developer acknowledges that the DDA imposes certain phasing and timing requirements on the

Developer in the development of the Project and nothing herein is intended to abrogate those requirements.

Section 2.6 Cooperation.

(a) Agreement to Cooperate. The Parties agree to cooperate with each other to expeditiously implement the Project in accordance with the Project Approvals and this Development Agreement, and to undertake and complete all actions or proceedings reasonably necessary or appropriate to ensure that the objectives of the Planning Documents and Basic Approvals are fulfilled during the Term. Nothing in this Development Agreement obligates the City to spend any sums of money or incur any costs other than that paid by the Developer for Major Alameda Point Amenities as described in the DDA or costs that the Developer must reimburse through the payment of Processing Fees. Nothing in this Development Agreement obligates the Developer to proceed with the Project, including without limitation the filing of applications associated with any Development Phase, unless the Developer chooses to do so in its sole discretion.

(b) Role of Community Development Department. Parties agree that the Community Development Department will act as the City's lead agency to facilitate coordinated City review of applications for Development Plans, Design Review and Subsequent Approvals. As such, Community Development staff will: (i) work with Developer to ensure that all such applications are technically sufficient and constitute complete applications and (ii) interface with City staff responsible for reviewing any application under this Development Agreement to ensure that the City's review of such applications is concurrent and that the approval process is efficient and orderly and avoids redundancies.

(c) City Department Review of Individual Permit Applications. Following issuance of Design Review approval as set forth in this Development Agreement, the Parties agree to prepare and consider applications for construction level approvals, including any improvement plans, subdivision maps, as follows: the Developer will submit each application, including applications for the design and construction of public and/or community improvements, to applicable City Departments which will review submittals for consistency with any prior Project Approvals and use good faith efforts to provide comments and make recommendations to the Developer within thirty (30) days of the City Department's receipt of such application. The City shall exercise its discretion in reviewing such applications based on the Applicable Law in accordance with Article 1 of this Development Agreement. Any City Department denial of an application under this section shall include a statement of the reasons for such denial. Developer will work collaboratively with the City Departments to ensure that such application is discussed as early in the review process as possible and that Developer and the City act in concert with respect to these matters.

Section 2.7 Subdivision Maps.

(a) Developer may from time to time file subdivision map applications with respect to some or all of the Property in accordance with the provisions in the DDA and the City of Alameda Subdivision Code. The City shall exercise its discretion in reviewing such subdivision map applications in accordance with this Section 2.7 and the City of Alameda Subdivision Code. Upon approval of each Tentative Map or Vesting Tentative Map (as those terms are defined in the City of Alameda Subdivision Code), the term of such Tentative Map shall be extended until the Termination of this Development Agreement notwithstanding any other City Law, provided that approvals obtained in the last five years of the Term shall extend for the greater of (a) the Term of this Development Agreement or (b) the maximum applicable time provided for under City law. A condition to the approval of any Vesting Tentative Map shall be that the ordinances, policies and standards applicable to the Vesting Tentative Map shall be the Applicable Law and any Future Changes to Applicable Law as set forth in this Development Agreement, and notwithstanding anything to the contrary in Section 66474.2 of the Subdivision Map Act or the City of Alameda Subdivision Code.

(b) Vesting Tentative Maps. If any tentative map heretofore or hereafter approved in connection with development of the Property is a vesting tentative map under the Subdivision Map Act, and if this Development Agreement is determined by a final judgment to be invalid or unenforceable insofar as it grants a vested right to Developer for development of the Project, then and to that extent all rights and protections afforded Developer under the laws and ordinances applicable to vesting tentative maps shall survive.

Section 2.8 Reservation or Dedication of Land for Public Use. Development of the Property requires public facilities to support operations and services of the Project and to ensure an unfair burden is not placed on existing public facilities as a result of the Project. The Developer shall make available, reserve or dedicate, as required, land or facilities as provided in the Town Center Plan and as more fully refined in the Development Plan attached hereto as Exhibit B, for open space and other community amenities as well as provide on-site affordable housing as set forth in the Affordable Housing Implementation Agreement. The Developer shall support the construction, operations and services of these public facilities on the Property in accordance with the terms of the DDA.

ARTICLE 3. **OBLIGATIONS OF DEVELOPER**

Section 3.1 Cooperation by Developer. Developer shall, in a timely manner, provide all documents, applications, plans and other information necessary for the City to comply with its obligations under this Development Agreement and the DDA and shall comply, in a timely manner, with all reasonable requests by the Community Development Director and each City Department for production of documents or other information evidencing compliance with this Development Agreement.

Section 3.2 Completion of Project. Upon commencement of a Development Phase and/or building, Developer shall diligently prosecute its completion under the terms and conditions set forth in the DDA and nothing in this section shall impose a different obligation on the Developer to complete a particular phase of construction than is set forth in the DDA, and where this section

and the terms of the DDA conflict, the DDA shall prevail. The foregoing notwithstanding, expiration of any building permit or other Project Approval shall not limit the Developer's vested rights as set forth in this Development Agreement, and the Developer shall have the right to seek and obtain subsequent building permits or approvals consistent with this Development Agreement at any time during the Term.

Section 3.3 Compliance with Conditions and CEQA Mitigation Measures. The Developer shall comply with all applicable conditions of the Project Approvals, and shall comply with all mitigation measures imposed upon the Project pursuant to CEQA.

(a) The Parties expressly acknowledge that the FEIR and the associated MMRP applies to the Project Approvals and any Subsequent Approvals to the extent appropriate and permitted under applicable law.

(b) Nothing in this Agreement shall limit the ability of the City to impose conditions on any new discretionary permit resulting from changes to the Project from that set forth in the Project Approvals if such conditions are determined by the City to be necessary to mitigate adverse environmental impacts identified through the CEQA process, and associated with the granting of such permit, or as otherwise required to address significant environmental impacts, as defined by CEQA, created by the approval of such permit; provided, however, any such conditions must be in accordance with Applicable Law.

Section 3.4 Progress Reports. Developer shall make reports of the progress of construction of the Project in such detail and at such time as the Community Development Director reasonably requests and any such reports required and provided under the DDA shall satisfy this provision.

Section 3.5 Payment of Fees and Costs.

(a) Developer shall pay to the City all Impact Fees Exactions applicable to the Project or the Property in a timely manner as set forth by Applicable Law or permitted Future Changes to Applicable Law, if applicable, and in compliance with the terms of this Development Agreement and the DDA.

(b) Developer shall pay to the City all Processing Fees applicable to the processing or review of applications in a timely manner and as required under the AMC.

(c) The City shall not be required to process any requests for approval or take other actions under this Development Agreement during any period in which payments from Developer are past due. If such failure continues for a period of more than ninety (90) days following receipt of notice, it shall be a Default for which City shall have all rights and remedies as set forth in Article 10.

Section 3.6 Nexus/Reasonable Relationship Waiver. Developer consents to, and waives any rights it may have now or in the future, to challenge with respect to the Project or the Project Approvals, the legal validity of, the conditions, requirements, policies, or programs required by this Development Agreement or the Applicable Law, including, without limitation, any claim that they constitute an abuse of police power, violate substantive due process, deny equal protection

of the laws, effect a taking of property without payment of just compensation, or impose an unlawful tax. In the event Developer challenges any Future Change to an Applicable Law, or any increased or new fee permitted under Section 1.3, then City shall have the right to withhold additional development approvals or permits until the matter is resolved; provided, however, Developer shall have the right to make payment or performance under protest, and thereby receive the additional approval or permit while the matter is in dispute.

Section 3.7 Taxes. Nothing in this Agreement limits the City's ability to impose new or increased taxes or special assessments, or any equivalent or substitute tax or assessment, provided (i) the City shall not institute on its own initiative proceedings for any new or increased special tax or special assessment for a land-secured financing district other than those contemplated in the DDA that includes the Property unless the new district is City-wide or Developer gives its prior written consent to such proceedings, and (ii) no such tax or assessment shall be targeted or directed at the Project, including, without limitation, any tax or assessment targeted solely at the Property. Nothing in the foregoing prevents the City from imposing any tax or assessment against the Property, or any space therein, that is enacted in accordance with law and applies to similarly situated property on a City-wide basis. Notwithstanding the above, the City may in its discretion include the Property in an infrastructure financing district or similar type of district that uses property tax increment to provide financing as long as the creation of such a district does not result in an increase in the property taxes on the Property.

Section 3.8 Developer's Right to Rebuild. The City agrees that Developer may renovate or rebuild portions of the Project at any time within the Term of this Development Agreement should it become necessary due to natural disaster or changes in seismic requirements. Such renovations or reconstruction shall be processed as a Subsequent Project Approval. Any such renovation or rebuilding shall be subject to all design, density and other limitations and requirements imposed by this Development Agreement, and shall comply with the Project Approvals, the Uniform Codes existing at the time of such rebuilding or reconstruction, and the requirements of CEQA.

Section 3.9 Failure of the Developer to timely comply with or implement the obligations in this Article 3 shall be deemed a Breach of this Development Agreement under Section 10.2(a).

ARTICLE 4. **CITY OBLIGATIONS**

Section 4.1 No Action to Impede Project Approvals. The City shall take no action nor impose any condition that would conflict with this Development Agreement or the Project Approvals. An action taken or condition imposed shall be deemed to be "in conflict with" this Agreement or the Project Approvals if such actions or conditions result in one or more of the circumstances identified in Section 1.2(b) of this Development Agreement.

Section 4.2 Expeditious Processing. To the extent a Subsequent Approval requires an action to be taken by the City, the City shall process such Subsequent Approvals in accordance with the procedures set forth in the AMC, except as amended herein and in cooperation with the Developer as provided in Section 2.6 above.

Section 4.3 Processing During Third Party Litigation. The filing of any third party lawsuit(s) against the City or Developer relating to this Development Agreement, the Project Approvals, Subsequent Approvals, or any other action taken in furtherance of the Project including actions related to the Property outside the control of the City or Developer, shall not delay or stop the development, processing or construction of the Project or the issuance of Subsequent Approvals unless the third party obtains a court order preventing the activity.

Section 4.4 Criteria for Approving Implementing Approvals. The City may approve an application for a Subsequent Approval subject to any conditions necessary to bring the Project into compliance with this Development Agreement, Project Approvals, Applicable Law, or permitted Future Changes to Applicable Law. If the City denies any Subsequent Approval that implements the Project as contemplated by the Project Approvals, the City must specify in writing the reasons for such denial and may suggest modifications.

Section 4.5 Coordination of Off-Site Improvements. The City will use reasonable efforts to assist Developer in coordinating construction of offsite improvements specified in an approved Development Phase in a timely manner; provided, however, City shall not be required to incur any costs in connection therewith.

ARTICLE 5.

MUTUAL OBLIGATIONS

Section 5.1 Notice of Completion or Revocation. Upon the Parties' completion of performance or revocation of this Development Agreement, a written statement acknowledging such completion or revocation, signed by the appropriate agents of the City and Developer, shall be recorded in the Official Records.

Section 5.2 Estoppel Certificate. Developer may, at any time, and from time to time, deliver written notice to the Community Development Director requesting that the Community Development Director certify in writing that to the best of his or her knowledge: (i) this Development Agreement is in full force and effect and a binding obligation of the Parties; (ii) either this Development Agreement has not been amended or modified either orally or in writing, or if so amended or modified, identifying the amendments or modifications and stating their date and nature; (iii) either Developer is not in default in the performance of its obligations under this Development Agreement, or if in default, to describe therein the nature and amount of any such defaults; and (iv) the findings of the City with respect to the most recent annual review performed pursuant to Article 7 below. A Party receiving a request under this Section 5.2 shall execute and return such certificate within thirty (30) days following receipt of the request. Each Party acknowledges that any mortgagee with a mortgage on all or part of the Property, acting in good faith, may rely upon such a certificate. A certificate provided by the City establishing the status of this Development Agreement with respect to any lot or parcel shall be in recordable form and may be recorded with respect to the affected lot or parcel at the expense of the recording party.

Section 5.3 Cooperation in the Event of Third-Party Challenge.

(a) The Parties shall cooperate in defending against any legal action or proceeding instituted challenging the validity of any provision of this Development Agreement, the Project Approvals, including any action taken pursuant to CEQA, or other approval under federal, state or City codes, statutes, codes, regulations, or requirements, and any combination thereof relating to the Project or any portion thereof (“**Third-Party Challenge**”). In the event of a Third-Party Challenge, the City shall promptly notify Developer of any Third-Party Challenge instituted against the City.

Section 5.4 Good Faith and Fair Dealing. The Parties shall cooperate with each other and act in good faith in complying with the provisions of this Development Agreement and implementing the Project Approvals and shall, in the course of their performance under this Development Agreement, cooperate and undertake such actions as may be reasonably necessary to implement the Project.

Section 5.5 Other Necessary Acts. Each Party shall use good faith efforts to take such further actions as may be reasonably necessary to carry out this Development Agreement and the Project Approvals in accordance with the terms of this Development Agreement (and subject to all applicable laws) and to provide and secure each Party the full and complete enjoyment of its rights and privileges hereunder.

ARTICLE 6. **EFFECTIVE DATE AND TERM**

Section 6.1 Effective Date; Term. The Effective Date of this Development Agreement is stated in the first paragraph of this Development Agreement and represents the later of: (a) thirty (30) days after the date the Ordinance approving this Development Agreement is adopted by the City Council; or, (b) if a referendum petition is timely and duly circulated and filed, the date the election results on the ballot measure by City voters approving this Development Agreement are certified by the City Council in the manner provided by the Elections Code. This Development Agreement shall be executed by the City within ten (10) days after the Effective Date and recorded as provided in Government Code Section 65868.5, unless the parties mutually agree to a later date for recordation.

(a) Term. The term of this Development Agreement is twenty (20) years, beginning on the Effective Date. The Term has been established by the Parties as a reasonable estimate of the time required to develop the Project and obtain the Public Benefits. In establishing and agreeing to such Term, the City has determined that the Project Approvals and this Development Agreement incorporate sufficient provisions to permit City to adequately monitor and respond to changing circumstances and conditions in granting permits and approvals and undertaking actions to carry out the development of the Project.

(b) Termination Following Expiration. Following the expiration of the Term, or the earlier completion of development of the Project and all of Developer’s obligations in connection therewith, this Development Agreement shall be deemed terminated and of no further force and effect, subject, however, to the provisions of Sections 5.3, 10.3, 10.4 and 10.5 hereof.

ARTICLE 7.

ANNUAL REVIEW

Section 7.1 Initiation of Review. Developer shall notify the City in writing at least forty-five (45) days prior to the anniversary of the Effective Date requesting an annual review of the Development Agreement. The periodic review of the Development Agreement shall be made at least every twelve (12) months, consistent with Government Code Section 65865.1 and AMC Section 30-95.1.

Section 7.2 Review Procedure. At least thirty (30) days prior to each anniversary of the Effective Date during the term of this Development Agreement, Developer shall submit a written report to City outlining its efforts toward good faith compliance with the terms of this Development Agreement. The report may be the same report prepared to show compliance with the DDA and TDM Plans and shall include, but not be limited to, compliance with the DDA's infrastructure construction requirements of the Phasing Plan and the Major Alameda Point Amenities and the TDM Compliance Strategy.

Section 7.3 Effect on Transferees. If a transfer of the Property or a portion of the Property has been affected by the Developer, the Developer shall be responsible for collecting the required information from said transferee to prepare a single annual review for the Property.

Section 7.4 Notice and Cure Rights. All notice and cure rights shall be as set forth in AMC Section 30-95.

ARTICLE 8.

AMENDMENTS; TERMINATION; EXTENSION OF TERM

Section 8.1 Amendments. The Development Agreement may be amended by the Parties, upon mutual agreement, consistent with the procedures set forth in Government Code Section 65868 and AMC Section 30-94.3, including any amendments thereto. Except as may otherwise be required by law or court order, all amendments to this Development Agreement, whether approved by the City Council or the City Manager, shall: (i) be in writing; (ii) approved by the City Council in its sole discretion, by ordinance, at a public meeting or alternatively approved by the City Manager pursuant to Section 8(1)(a) below; (iii) signed by both Parties; and (iv) entitled "Development Agreement – Alameda Point – Site A, Amendment N" where "N" is the next number in order.

(a) Ministerial Amendments. Without further action by the City Council, the City Manager shall have the authority, but not the obligation, to take the following action in his or her sole discretion:

(1) Amend this Development Agreement as necessary to conform to any amendments or modifications to the Town Center Plan, Development Plan or any other Project Approvals approved by the Planning Board and/or City Council subject to the limitations on Future Changes to Applicable Law as set forth in Section 1.2(b) of this Development Agreement;

(2) Amend Article 9 of this Development Agreement as necessary to comply with the requirements of a Mortgagee but only to the extent necessary for Developer to secure needed financing; and so long as such amendments do not materially expose the City to additional risk of liability or subject City to any monetary obligations or damages; and

(3) To consent, on behalf of the City, to a Transfer pursuant to Article 9 herein, and to amend this Development Agreement to correctly identify the new developer.

(b) Nothing in this Section shall be construed as to require the City Manager to exercise his/her discretion or to prevent the City Manager from seeking City Council review and approval of an amendment that might otherwise fall within the City Manager's authority.

Section 8.2 Extension Due to Legal Action, Referendum, or Excusable Delay.

(a) If any litigation is filed challenging this Development Agreement (including but not limited to any CEQA determinations) or the validity of this Development Agreement or any of its provisions, or if this Development Agreement is suspended pending the outcome of an electoral vote on a referendum, then the Term shall be extended for the number of days equal to the period starting from the commencement of the litigation or the suspension to the end of such litigation or suspension. The Parties shall document the start and end of this delay in writing within thirty (30) days from the applicable dates.

(b) In the event of Force Majeure Event, as defined in the DDA, the Parties agree to extend the time periods for performance of Developer's obligations impacted by the Force Majeure. In the event that a Force Majeure Event occurs, the Party claiming the Force Majeure Event shall notify the other Party in writing of such occurrence and the manner in which such occurrence substantially interferes with carrying out the Project or the ability of the Party claiming Force Majeure to perform under this Development Agreement. In the event of the occurrence of any such Force Majeure, the time or times for performance of the obligations of Party claiming Force Majeure will be extended for the period of the delay; provided, however, (i) within thirty (30) days after the beginning of any such delay, the Party claiming Force Majeure shall have first notified the other Party of the cause or causes of such delay and claimed an extension for the reasonably estimated period of the delay; (ii) the Party claiming Force Majeure cannot, through commercially reasonable and diligent efforts, make up for the delay within the time period remaining prior to the applicable completion date; and (iii) under no circumstances may delays for Force Majeure Events cause the term of this Agreement to exceed the Term of the DDA as the DDA may be extended for Force Majeure Events.

(c) In the event that Developer stops any work as a result of a Force Majeure Event as set forth above, Developer must take commercially reasonable measures to ensure that the affected real property is returned to a safe condition and remains in a safe condition.

ARTICLE 9.
TRANSFER OR ASSIGNMENT; RELEASE; RIGHTS OF MORTGAGEES

Section 9.1 Transfer or Assignment. Because of the necessity to coordinate development of the entirety of the Property pursuant to the Town Center Plan, particularly with respect to the provision of on- and off-site public improvements and public services, certain restrictions on the right of Developer to assign or transfer its interest under this Development Agreement with respect to the Property, or any portion thereof, are necessary in order to assure the achievement of the goals, objectives and public benefits of the Town Center Plan and this Development Agreement. Developer agrees to and accepts the restrictions set forth in this Article 9 as reasonable and as a material inducement to the City to enter into this Development Agreement.

Section 9.2 Definition of Transfer. As used in this Article 9, the term "Transfer" means:

(a) Any total or partial sale, assignment or conveyance, or any trust or power, or any transfer in any other mode of form, of this Agreement or of the Property and/or the Project or any part thereof or any interest therein (including, without limitation, any Sub-Phase) or of the improvements constructed thereon, or any contract or agreement to do any of the same which is not subject to an Estoppel Certificate of Compliance, as defined in the DDA; or

(b) Any total or partial sale, assignment or conveyance, or any trust or power, or any transfer in any other mode or form, of or with respect to any Controlling Interest (defined below) in the Developer, or any contract or agreement to do any of the same. As used herein, the term "**Controlling Interest**" means (1) the ownership (direct or indirect) by one Person of more than twenty (20%) of the profits, capital, or equity interest of another Person; or (2) the power to direct the affairs or management of another person, whether by contract, other governing documents or operation of Law or otherwise, and Controlled and Controlling have correlative meanings. Common Control means that two persons are both Controlled by the same other person.

Prohibited Transfers. The limitations on Transfers set forth in this Article 9 shall apply with respect to any portion of the Property which is not subject to an Estoppel Certificate of Completion. Except as expressly permitted in this Agreement, the Developer represents and agrees that the Developer has not made or created, and will not make or create or suffer to be made or created, any Transfer, either voluntarily or by operation of law, without the prior approval of the City pursuant to Section 9.5. Any Transfer made in contravention of this Section 9.3 shall be void and shall be deemed to be a default under this Agreement, whether or not the Developer knew of or participated in such Transfer.

Permitted Transfers. Notwithstanding the provisions of Section 9.3, the following Transfers shall be permitted (subject to satisfaction of all applicable conditions to such Transfer):

(c) Any Transfer creating a Security Financing Interest or otherwise consistent with the provisions of Section 9.8.

(d) Any Transfer directly resulting from the foreclosure of a Security Financing Interest or the granting of a deed in lieu of foreclosure of a Security Financing Interest.

(e) Any Transfer consisting of the sale, rental or subletting of a Residential Unit or of commercial space in the Commercial Element of the Project in the normal course of the Developer's business operations.

(f) Any Transfer due solely to the death or incapacity of an individual.

(g) Any Transfer to a Developer Affiliate, as defined in the DDA, provided however, any subsequent Transfer by the Developer Affiliate to any other entity shall be subject to the restrictions on Transfer set forth in this Article 9.

(h) Any lease or license entered into pursuant to the Phase 0 Activities Plan with the prior written consent of the City, which consent shall be given at the City's sole discretion.

(i) Any sublease entered into pursuant to the Master Lease, as defined in the DDA.

(j) Any Transfer of a utility, public right of way, maintenance or access easement reasonably necessary for the development of the Project (each a "**Development Easement**")

(k) Any Transfer to an entity in which the Developer or a Developer Affiliate has the power to direct the affairs or management of the proposed transferee, whether by contract, other governing documents or operation of Law or otherwise.

(l) Any Transfer of a Sub-Phase to a Qualified Developer, as that term is defined in the DDA, after the completion of the applicable Infrastructure Phase pursuant to the applicable SIA.

Other Transfers In City's Sole Discretion. Any Transfer not permitted pursuant to an express provision of Section 9.4 shall be subject to prior written consent by the City in accordance with this Section 9.5, which the City may grant or deny in its sole discretion. In connection with such a proposed Transfer, the Developer shall first submit to the City information regarding such proposed Transfer, including the proposed documents to effectuate the Transfer, a description of the type of the Transfer, and such other information as would assist the City in considering the proposed Transfer, including where applicable, the proposed transferee's financial strength and the proposed transferee's experience, capacity and expertise with respect to the development, operation and management of mixed-use developments containing a first-class retail/commercial component similar to the Project (or applicable portion thereof). The City shall approve or disapprove the proposed Transfer, in its sole discretion, within thirty (30) days of the receipt from the Developer all of the information specified above including backup documentation and supplemental information reasonably requested by the City. The City shall specify in writing the basis for any disapproval. A failure by the City to act within such thirty (30) day period shall constitute a disapproval of the proposed Transfer.

Effectuation of Permitted or Otherwise Approved Transfers. Not less than thirty (30) days prior to the intended effectiveness of a Transfer described in this Article 9, the Developer shall deliver to the City a notice of the date of effectiveness of the intended Transfer, a description of the intended Transfer, and such information about the intended Transfer and the transferee as is necessary to enable the City to determine that the intended Transfer meets the standards for a Transfer under this Article 9.

(m) Within five (5) Business Days after the completion of any Transfer permitted pursuant to this Article 9, the Developer shall provide the City with notice of such Transfer.

(n) No Transfer, whether permitted pursuant to Section 9.4 or 9.5 shall be permitted unless, at the time of the Transfer, the person or entity to which such Transfer is made, by an agreement reasonably satisfactory to the City Attorney and in form recordable among the land records of the County, expressly agrees to perform and observe, from and after the date of the Transfer, the obligations, terms and conditions of the Developer under this Agreement and any ancillary agreements entered into by the Developer pursuant to this Agreement with respect to the portion(s) of the Property and the Project being transferred; provided, however, that no such transferee shall be liable for the failure of its predecessor to perform any such obligation prior to transfer. Anything to the contrary notwithstanding, the holder of a Security Financing Interest whose interest in the Property is acquired by, through or under a Security Financing Interest or is derived immediately from any holder thereof shall not be required to give to the City such written agreement until such holder or other person is in possession of the Property, or applicable portion thereof, or entitled to possession thereof pursuant to enforcement of the Security Financing Interest.

(o) With the regard to all permitted or otherwise approved Transfers in accordance with this Article 9, the City shall provide, within fifteen (15) days of request, a written estoppel to the Developer stating either that Developer has performed any and all obligations required through the date of such Transfer, or, if such is not the case, stating with specificity the obligation(s) which the Developer has failed to perform through the date of such Transfer. In the absence of specific written agreement by the City (which the City may grant or withhold in its sole discretion), no Transfer permitted by this Agreement or approved by the City shall be deemed to relieve the transferor from any obligations under this Agreement.

(p) **Release of Transferring Developer.** Developer shall continue to be obligated under this Development Agreement as to all or the portion of the Property so transferred unless it is a Permitted Transfer or otherwise Approved Transfer as defined in the DDA and/or the City is satisfied the Transferee is fully able to comply with Developer's obligations under this Development Agreement (both financially and otherwise) with respect to the portion of the Property or the Project transferred and Developer is given a release in writing.

(q) **Partial Transfer.** Notwithstanding any other provision hereof to the contrary, if Developer only transfers a portion of the Property, then Developer shall continue to be obligated under this Development Agreement with respect to the balance of the Property not so transferred.

Section 9.7 Security Financing Interests; Permitted and Prohibited Encumbrances.

(a) Mortgages, deeds of trust, and other real property security instruments are permitted to be placed upon the Property only as authorized by this Section 9.7. Any security instrument and related interest authorized by this Section 9.7 is referred to as a "Security Financing Interest." Until the Developer is entitled to issuance of an Estoppel Certificate of Completion for a particular portion of the Property, the Developer may place mortgages, deeds of trust, or other

reasonable methods of security on such portion of the Property only for the purpose of securing any approved Security Financing Interest.

(b) Following the time the Developer is entitled to issuance of an Estoppel Certificate of Completion for a particular portion of the Property, the Developer may place any mortgages, deeds of trust, and other real property security interest it desires on that portion of the Property.

Section 9.8 Holder Not Obligated to Construct. The holder of any Security Financing Interest authorized by this Agreement is not obligated by, or to perform, any of the Developer's obligations under this Agreement, including, without limitation, to construct or complete any improvements or to guarantee such construction or completion; nor shall any covenant or any other provision in conveyances from the City to the Developer evidencing the realty comprising the Property or any part thereof be construed so to obligate such holder. However, nothing in this Agreement shall be deemed to permit or authorize any such holder to devote the Property or any portion thereof to any uses, or to construct any improvements thereon, other than those uses or improvements provided for or authorized by this Agreement.

Section 9.9 Notice of Default and Right to Cure. Whenever the City, pursuant to its rights set forth in Article 10, delivers any notice or demand to the Developer with respect to the commencement, completion, or cessation of the construction of the Project, the City shall at the same time deliver to each holder of record of any Security Financing Interest creating a lien upon the Property or any portion thereof a copy of such notice or demand. Each such holder shall (insofar as the rights of the City are concerned) have the right, but not the obligation, at its option, within thirty (30) days after the receipt of the notice, to cure or remedy or commence to cure or remedy any such default or breach affecting the development and to add the cost thereof to the security interest debt and the lien on its security interest. Nothing contained in this Agreement shall be deemed to permit or authorize such holder to undertake or continue the construction or completion of the Project (beyond the extent necessary to conserve or protect such improvements or construction already made) without first having expressly assumed in writing the Developer's obligations to the City relating to the Project under this Agreement. The holder in that event must agree to complete the Project, in the manner provided in this Agreement.

Section 9.10 Failure of Holder to Complete the Project. In any case where six (6) months after default by the Developer in completion of construction of the Project under this Agreement, the holder of record of any Security Financing Interest, having first exercised its option to construct, has not proceeded diligently with construction, the City shall be afforded those rights against such holder it would otherwise have against the Developer under this Agreement.

Section 9.11 Right of City to Cure. In the event of a default or breach by the Developer of a Security Financing Interest prior to the completion of the Project, and if the holder has not exercised its option to complete the Project, upon five (5) Business Days' prior written notice to the Developer, the City may, in its sole discretion (but with no obligation to do so) cure the default, prior to the completion of any foreclosure. In such event the City shall be entitled to reimbursement from the Developer of all costs and expenses incurred by the City in curing the default. The City shall also be entitled to a lien upon the Project thereof to the extent of such costs and disbursements. The City agrees that such lien shall be subordinate to any Security Financing Interest, and the City

shall execute from time to time any and all documentation reasonably requested by the holder to effect such subordination.

Section 9.12 Right of City to Satisfy Other Liens. After the Developer has had a reasonable time to challenge, cure, or satisfy any liens or encumbrances on any portion of the Property conveyed to the Developer thereof, and has failed to do so, in whole or in part, the City may in its sole discretion (but with no obligation to do so), upon five (5) Business Days' prior written notice to the Developer, satisfy any such lien or encumbrances. Nothing in this Agreement shall require the Developer to pay or make provision for the payment of any tax, assessment, lien or charge so long as the Developer in good faith shall contest the validity or amount therein and so long as such delay in payment shall not subject the Property or any portion thereof to forfeiture or sale.

Section 9.13 Holder to be Notified. The Developer shall insert each term contained in this Article 9 into each Security Financing Interest or shall procure acknowledgement of such terms by each prospective holder of a Security Financing Interest prior to its coming into any security right or interest in the Property or portion thereof.

Section 9.14 Modifications. If a holder of a Security Financing Interest should, as a condition of providing financing for development of all or a portion of the Project, request any modification of this Agreement in order to protect its interests in the Project or this Agreement, the City shall consider such request in good faith consistent with the purpose and intent of this Agreement and the rights and obligations of the Parties under this Agreement

ARTICLE 10.

ENFORCEMENT OF AGREEMENT; REMEDIES FOR DEFAULT; DISPUTE RESOLUTION

Section 10.1 Enforcement. The only Parties to this Development Agreement are the City and the Developer. This Agreement is not intended and shall not be construed, to benefit or be enforceable by any other person or entity whatsoever.

Section 10.2 Remedies for Default.

(a) **Breach.** The failure or delay by either Party to perform any term or provision of this Development Agreement or the DDA shall constitute a breach of this Development Agreement except that the Parties may by mutual consent in writing, or subject to the extensions of time set forth in Section 8.2, extend the time for performance. In the event of alleged breach of any terms or conditions of this Development Agreement, the Party alleging such breach shall give the other Party notice in writing specifying the nature of the breach and the manner in which said breach or default may be satisfactorily cured, and the Party in breach shall have thirty (30) days following such notice ("**Cure Period**") to cure such breach, except that in the event of a breach of an obligation to make a payment, the Party in breach shall have ten (10) days to cure the breach. If the breach is of a type that cannot be cured within thirty (30) days, the breaching Party shall, within a thirty (30) day period following notice from the non-breaching Party, notify the non-breaching Party of the time it will take to cure such breach which shall be a reasonable period under the circumstances ("**Extended Cure Period**"); commence to cure such

breach; and be proceeding diligently to cure such breach. The Extended Cure Period shall in no event exceed one hundred twenty (120) days unless otherwise agreed by the Parties. During the Cure Period or Extended Cure Period, the Party charged shall not be considered in default for purposes of termination or institution of legal proceedings; but the City's right to refuse to issue a permit or Subsequent Approval, under Section 2.3, shall not be limited by this provision. The failure of any Party to give notice of any breach shall not be deemed to be a waiver of that Party's right to allege that breach or any other breach at any other time.

(b) Default. If the breaching Party has not cured such breach within the Cure Period or the Extended Cure Period, if any, such Party shall be in default (“**Default**”), and the non-breaching Party, at its option, may terminate the Development Agreement or institute legal proceedings pursuant to this Development Agreement and shall have such remedies as are set forth in Section 10.3 below.

(1) For purposes of this Development Agreement, and notwithstanding anything to the contrary contained herein, if a Transferee defaults under this Development Agreement, any such default shall not constitute a Developer Default with respect to a portion of the Property not controlled by the Transferee, and shall not entitle the City to terminate or modify this Development Agreement with respect to such other portions of the Property except to the extent that termination is allowed under the DDA.

(c) Withholding of Permits. In the event of a Default by Developer, or during an Extended Cure Period, upon a finding by the City Manager that in his or her reasonable opinion, as supported by substantial evidence, Developer is in serious and substantial breach, the City shall have the right to refuse to issue any permits or other approvals to which Developer would otherwise have been entitled pursuant to this Development Agreement. This provision is in addition to and shall not limit any actions that City may take to enforce the conditions of the Project Approvals.

Section 10.3 Remedies.

(a) Termination by Developer. The Parties mutually agree pursuant to Government Code Sections 65865.1 and 65868 to the following termination process. In the event of a Default by City, the Developer shall have the right to terminate this Development Agreement upon giving forty-five (45) days prior written notice to City of its intent to terminate.

(b) Termination by City. In the event of a Default by the Developer, the City, through its City Manager shall have the right to terminate this Development Agreement upon giving forty-five (45) days prior written notice to Developer.

(1) If the City Manager elects to terminate, then within the said 45 days, Developer shall have the right to ask the City Council (during public comment at a City Council meeting) for a hearing to reconsider the termination decision (“**Reconsideration Hearing**”).

(2) The City Council may accept, reject or refuse to respond to a Reconsideration Hearing request in its sole and absolute discretion. If the City Council grants the request for a Reconsideration Hearing, then the matter shall be placed on the City Council’s agenda as soon as practicable but no sooner than fourteen (14) days from the date the request is granted to allow the Developer time to prepare its presentation. If and only if the Reconsideration Hearing

is scheduled for (or continued to) a date which is after the effective date of the termination notice, then the effective date of the termination notice is automatically extended until ten (10) days after Reconsideration Hearing date.

(3) The Developer and City staff may, but neither is obligated to, provide the City Clerk with written materials to be included in the agenda packet for the City Council's review prior to the Reconsideration Hearing. Such materials, if any, must be submitted in time to comply with the City's Sunshine Ordinance and will become part of the public record.

(4) At the Reconsideration Hearing, the Developer shall have the right to present verbal testimony and written materials to show that: (i) it has cured the Default(s); (ii) that it will cure the Default(s) in the near future if given more time; (iii) that it is willing to offer the City alternative or additional consideration to offset the Default(s); or (iv) that the Development Agreement should not be terminated despite the Default(s).

(5) At the Reconsideration Hearing, City staff may, at its option, present evidence in rebuttal.

(6) After consideration of the materials presented by the Developer and City staff, if any, and following public comment, the City Council may affirm or rescind the termination decision upon any terms or conditions it deems appropriate using its reasonable discretion.

(7) If the City Council conditionally rescinds the termination decision, then the Developer shall have three (3) business days to accept or reject in writing, the conditions stated by the City Council. If the Developer accepts all of the conditions, then the Parties will work together diligently and in good faith to amend this Development Agreement or any other documents necessary to effectuate the new agreement. If the Developer rejects, in whole or in part, the conditions set by the City Council or fails to respond in writing within three (3) business days, then the City Manager's notice of termination remains in full force and effect and this Development Agreement shall terminate pursuant thereto.

(8) Termination of this Development Agreement shall be subject to the Mortgagee Protection provisions of Article 9 of the Development Agreement.

(c) Additional Remedies.

(1) *Specific Performance; Termination.* In the event of a default under this Agreement, the remedies available to a Party shall include specific performance of the Agreement in addition to any other remedy available at law or in equity (subject to the limitation on damages set forth in Section 10.3(c)(2)). The City's specific performance remedy shall include the right to require that Developer complete any public or community improvements that Developer has commenced (through exercise of rights under payment and performance bonds or otherwise), and to require dedication of the public improvement to the City upon completion together with the conveyance of real property as contemplated by this Development Agreement and the DDA.

(2) *Limited Damages.* The Parties have determined that except as set forth in this Section 10.3(c)(2), (i) monetary damages are inappropriate and (ii) it would be extremely difficult and impractical to fix or determine the actual damages suffered by a Party as a result of a breach hereunder and (iii) equitable remedies and remedies at law not including damages, but including termination, are particularly appropriate remedies for enforcement of this Agreement. Consequently, the Developer agrees that City shall not be liable to the Developer for damages under this Agreement, and the City agrees that Developer shall not be liable to the City for damages under this Agreement, and each covenants not to sue the other for or claim any damages under this Agreement and expressly waives its right to recover damages under this Agreement, except as follows: (1) the City shall have the right to recover actual damages only and not consequential, punitive or special damages, each of which is hereby expressly waived for (a) Developer's failure to pay sums to City as and when due under this Agreement, but subject to any express conditions for such payment set forth in this Agreement, and (b) Developer's failure to make payment due under any Indemnity in this Agreement, (2) the City shall have the right to recover any and all damages relating to Developer's failure to construct public improvements in accordance with the City approved plans and specifications and in accordance with all applicable laws (but only to the extent that the City first collects against any security, including but not limited to bonds, for such public improvements), and (3) either Party shall have the right to recover attorneys' fees and costs as set forth in Section 10.5, when awarded by an arbitrator or a court with jurisdiction. For purposes of the foregoing, "actual damages" shall mean the actual amount of the sum due and owing under this Agreement or the amount paid under the DDA by Developer, with interest as provided by law, together with such judgment collection activities as may be ordered by the judgment, and no additional sums.

Section 10.4 Indemnification. Developer agrees to defend, indemnify, release and hold harmless the City and its elected and appointed officials and employees from any litigation, claim, action or court proceeding ("**Claim**") brought against any of the foregoing individuals or entities (the "**Indemnified Parties**"), arising out of or in connection with the approval or enforcement of this Development Agreement, or arising out of or in connection with the any City approvals for the Site A Project, including the environmental review process or other approval under federal, state or City codes, statutes, codes, regulations, or requirements, and any combination thereof relating to the Project or any portion thereof ("**Third-Party Challenge**"). This indemnification shall include, without limitation, reasonable fees of attorneys, consultants and experts and related costs, and the City's costs of investigating any Claims against the Indemnified Parties. Developer shall reimburse the City for its actual costs in defense of the action or proceeding, including but not limited to the time and expenses of the City Attorney's Office and any consultants as such costs are incurred and bills transmitted; provided, however, (i) Developer shall have the right to monthly invoices for all such costs, and (ii) Developer may elect to terminate this Development Agreement, and upon any such termination, Developer's and City's obligations to defend the Third-Party Challenge shall cease and Developer shall have no responsibility to reimburse any City defense costs incurred after such termination date. If this Agreement is the subject of a third party challenge and Developer fails to comply with the requirements of this section with regards to the payment of the City's attorneys fees or other costs associated with such third party challenge, the City shall have no obligation to defend the Agreement from such third party challenge.

Section 10.5 Attorney's Fees. If legal action is brought by either Party against the other for default under this Development Agreement or to enforce any provision herein, the prevailing party is entitled to recover its reasonable attorney's fees, expert witness fees, and court costs.

Section 10.6 Provisions that Survive Termination of this Development Agreement. It is expressly agreed by the Parties that the following provisions survive the termination or expiration of this Development Agreement:

- (a) Section 5.3 – Cooperation in the Event of Third Party Challenge
- (b) Section 10.3 – Remedies
- (c) Section 10.4 – Indemnification
- (d) Section 10.5 – Attorney's Fees

ARTICLE 11. **MISCELLANEOUS PROVISIONS**

Section 11.1 Entire Agreement. This Development Agreement, including the preamble paragraphs, Recitals and Exhibits, constitute the entire understanding and agreement between the Parties with respect to the subject matter contained herein.

Section 11.2 Severability. If any term, provision or condition of this Development Agreement, or the application of any term, provision or condition of this Development Agreement to a set of facts or circumstances is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining terms, provisions and conditions of this Development Agreement and its application shall continue in full force and effect unless the remaining portions of the Development Agreement would be unreasonable or grossly inequitable under all circumstances or would frustrate the purpose of this Agreement.

Section 11.3 Applicable Law and Venue. This Development Agreement shall be interpreted, construed and enforcement with the laws of the State of California. All rights and obligations of the Parties under this Development Agreement are to be performed in the City of Alameda in the County of Alameda and such city and county shall be the venue for any legal action or proceeding that may arise out of or be brought in connection with or by reason of this Development Agreement.

Section 11.4 Time of the Essence. Time is of the essence in this Development Agreement. All reference to days shall mean calendar days unless otherwise noted. All reference to year shall mean fiscal year unless otherwise noted.

Section 11.5 Binding Upon Successors; Covenants to Run With Land. This Development Agreement shall be binding upon and inure to the benefit of the heirs, administrators, executors, successors in interest, and assigns of each of the Parties, and the terms of this Agreement shall constitute covenants running with the land; provided, however, that there shall be no Transfer by the Developer except as permitted in Article 9. Any reference in this Agreement to a specifically named Party shall be deemed to apply to any heir, administrator, executor, successor in interest, or

assign of such Party who has acquired an interest in compliance with the terms of this Agreement or under law.

Section 11.6 Parties Not Co-Venturers. Nothing in this Agreement is intended to or does establish the Parties as partners, co-venturers, or principal and agent with one another. The City has not provided any financial assistance in connection with this Development Agreement or the Project, this Development Agreement constitutes an arms-length transaction and the City has not provided any other subsidies, fee waivers, or other special treatment.

Section 11.7 Title of Parts and Sections. Any titles of the Sections or subsections of this Development Agreement are inserted for convenience of reference only and shall be disregarded in interpreting any of its provisions.

Section 11.8 Successors and Assigns. Subject to the provisions of Article 9 relating to Transfer, the terms, covenants and conditions contained in this Development Agreement shall bind and inure to the benefit of City, Developer and their respective successors and assigns; provided, however, that the City shall have no obligation under this Development Agreement to, nor shall any benefit of this Development Agreement accrue to, any unapproved successor or assign of Developer where City approval of a successor or assign is required by this Development Agreement.

Section 11.9 Cooperative Drafting. This Development Agreement has been drafted through a cooperative effort of both Parties, and both Parties have had an opportunity to have the Development Agreement reviewed and revised by legal counsel of their own choosing. No Party shall be considered the drafter of this Development Agreement, and no presumption or rule that an ambiguity shall be construed against the Party drafting the clause shall apply to the interpretation or enforcement of this Development Agreement.

Section 11.10 Integration. This Development Agreement consists of 33 pages and six (6) Exhibits which constitute in full, the final and exclusive understanding and agreement of the Parties and supersedes all negotiations or previous agreements of the Parties with respect to all or any part of the subject matter hereof. All waivers of the provisions of this Development Agreement shall be in writing and signed by the appropriate authorities of the City and the Developer.

Section 11.11 No Third Party Beneficiaries. There are no third party beneficiaries to this Development Agreement.

Section 11.12 Non-Liability of Officials, Employees and Agents. No City elected or appointed official, board member, commission, officer, employee, attorney, agent, volunteer or their respective successors and assigns shall be personally liable to the Developer, or any successor in interest, in the event of a City Event of Default.

Section 11.13 Signature in Counterparts. This Development Agreement may be executed in duplicate counterpart originals, each of which is deemed to be an original, and all of which when taken together shall constitute one and the same instrument.

Section 11.14 Notices and Communications.

(a) Method. Any notice or communication required hereunder to be given by the City or the Developer shall be in writing and shall be delivered by each of the following methods: (1) electronically (e.g., by e-mail delivery); and (2) either personally, by reputable overnight courier, or by registered or certified mail with a return receipt request. Notwithstanding the time of any electronic delivery, the notice or communication shall be deemed delivered as follows:

(1) If delivered by registered or certified mail, the notice or communication shall be deemed to have been given and received on the first to occur of: (A) actual receipt by any of the addressees designated below as a party to whom notices are to be sent; or (B) five (5) days after the registered or certified letter containing such notice, properly addressed, with postage prepaid, is deposited in the United States mail. If delivered personally or by overnight courier, a notice or communication shall be deemed to have been given when delivered to the Party to whom it is addressed.

(2) Either Party may at any time, by giving ten (10) days' prior written notice to the other Party pursuant to this section, designate any other address in substitution of the address to which such notice or communication shall be given.

(b) Addresses. The address of each party for the purpose of all notices permitted or required by this Development Agreement is as follows:

To City:	City of Alameda Alameda City Hall, Rm 320 2263 Santa Clara Avenue Alameda, CA 94501 Attn: City Manager
With a copy to:	City of Alameda Alameda City Hall, Rm 280 2263 Santa Clara Avenue Alameda, CA 94501 Attn: City Attorney
If to Developer to:	Alameda Point Partners c/o SRM Ernst Development Partners 2220 Livingston Street Suite 208 Oakland, CA 94606 Telephone: 510-219-5376 Facsimile: 510-380-7056 Email: jernst@srmernst.com

With copies to: Thompson Dorfman Partners
39 Forrest Street, Suite 201
Mill Valley, CA 94941
Telephone: 415-381-3001
Facsimile: 415-381-3003
Email: bd@thompsondorfman.com

With copies to: Madison Marquette
909 Montgomery Street Suite 200
San Francisco, CA 94133
Telephone: 415-277-6828
Facsimile: 415-217-5368
Email: pam.white@madisonmarquette.com

(c) Special Requirement. If failure to respond to a specified notice, request, or other communication within a specified period would result in a deemed approval, a conclusive presumption, a prohibition against further action or protest, or other adverse result under this Development Agreement, the notice, request or other communication shall state clearly and unambiguously on the first page, with reference to the applicable provisions of this Agreement, that failure to respond in a timely manner could have a specified adverse result.

[Remainder of Page Intentionally Left Blank]

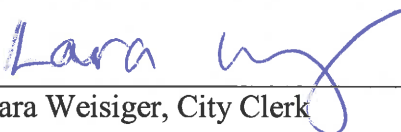
In WITNESS WHEREOF, the Parties have signed this Development Agreement on the dates indicated below.

CITY OF ALAMEDA

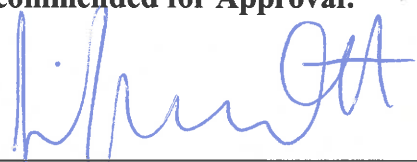
By: 
Elizabeth D. Warmerdam,
Interim City Manager

Date: _____

Attest:


Lara Weisiger, City Clerk

Recommended for Approval:


Jennifer Ott, Chief Operating Officer
Alameda Point

Approved as to Form:


Farimah F. Brown
Senior Assistant City Attorney


Andrico Q. Penick
Assistant City Attorney *7/21/15*

Authorized by City Council Ordinance No. 3128

Signatures continue on next page

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)

County of Alameda)

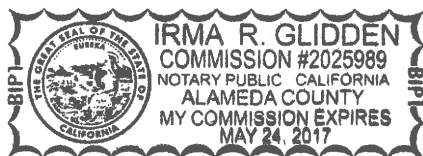
On July 21, 2015 before me, Irma R. Glidden, Notary Public
Date Here Insert Name and Title of the Officer

personally appeared Elizabeth D. Warmerdam
Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.



Signature Irma R. Glidden
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____ Document Date: _____

Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

☐ Corporate Officer — Title(s): _____

☐ Partner — ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other: _____

Signer Is Representing: _____

Signer's Name: _____

☐ Corporate Officer — Title(s): _____

☐ Partner — ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other: _____

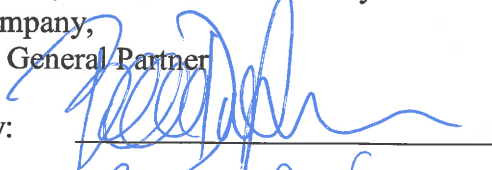
Signer Is Representing: _____

ALAMEDA POINT PARTNERS, LLC,
a Delaware limited liability company

By: Alameda Point Properties, LLC,
a California limited liability company,
its managing member

By: NCCH 100 Alameda, L.P.,
a Delaware limited partnership,
its managing member

By: Maple Multi-Family Development,
L.L.C., a Texas limited liability
company,
its General Partner

By: 

Name: Bruce Dorfman

Title: Vice President

Authorized by City Council Ordinance No. 3128

Exhibits:

- A Property Legal Description**
- B Development Plan**
- C Infrastructure Package**
- D CEQA Checklist**
- E List of Impact Fees**
- F Phasing Plan**

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)

County of Alameda)

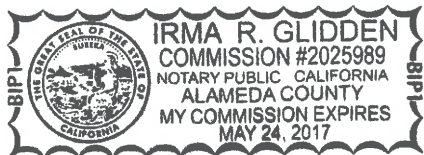
On July 21, 2015 before me, Irma R. Glidden, Notary Public
Date Here Insert Name and Title of the Officer

personally appeared Bruce Dorfman
Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.



Signature

Irma R. Glidden
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____ Document Date: _____

Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

☐ Corporate Officer — Title(s): _____

☐ Partner — ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other: _____

Signer Is Representing: _____

Signer's Name: _____

☐ Corporate Officer — Title(s): _____

☐ Partner — ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other: _____

Signer Is Representing: _____

Exhibit A

Property Legal Description

APRIL 29, 2015
JOB NO.: 1087-010

**LEGAL DESCRIPTION
"SITE A" BOUNDARY
ALAMEDA POINT
ALAMEDA, CALIFORNIA**

REAL PROPERTY, SITUATE IN THE INCORPORATED TERRITORY OF THE CITY OF ALAMEDA, COUNTY OF ALAMEDA, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

BEING A PORTION OF PARCEL 1, AS SAID PARCEL 1 IS SHOWN AND SO DESIGNATED ON THAT CERTAIN RECORD OF SURVEY NO. 1816, FILED JUNE 6, 2003, IN BOOK 28 OF RECORDS OF SURVEY AT PAGE 14, IN THE OFFICE OF THE COUNTY RECORDER OF ALAMEDA COUNTY, A PORTION OF THOSE CERTAIN PARCELS OF LAND DESCRIBED AS PARCEL NINE AND PARCEL TEN OF THE PHASE 1 AGREED TRUST LANDS, AS SAID PARCELS ARE DESCRIBED IN THAT CERTAIN PATENT DEED RECORDED JUNE 30, 2014, AS DOCUMENT NO. 2014154596 OF OFFICIAL RECORDS, IN SAID OFFICE OF THE COUNTY RECORDER OF ALAMEDA COUNTY, AND A PORTION OF THOSE CERTAIN PARCELS OF LAND DESCRIBED AS PARCEL ONE OF THE PHASE 1 AGREED NON-TRUST LANDS, AND PARCEL ONE AND PARCEL TWO OF PHASE 1 TRUST TERMINATION LANDS, AS SAID PARCELS ARE DESCRIBED IN THAT CERTAIN PATENT DEED RECORDED JUNE 30, 2014, AS DOCUMENT NO. 2014154597 OF OFFICIAL RECORDS, IN SAID OFFICE OF THE COUNTY RECORDER OF ALAMEDA COUNTY, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT ON THE EASTERN LINE OF SAID PARCEL 1 (28 RS 14), SAID POINT BEING THE SOUTHERN TERMINUS OF THAT CERTAIN COURSE DESIGNATED AS, "NORTH 00°33'45" EAST 2,344.42 FEET", ON SHEET 11 OF 12 OF SAID RECORD OF SURVEY;

THENCE, FROM SAID POINT OF COMMENCEMENT, ALONG SAID EASTERN LINE, NORTH 00°33'45" EAST 128.24 FEET;

THENCE, LEAVING SAID EASTERN LINE, NORTH 89°26'15" WEST 16.00 FEET TO THE POINT OF BEGINNING FOR THIS DESCRIPTION;

THENCE, FROM SAID POINT OF BEGINNING, SOUTH 00°33'45" WEST 101.51 FEET;

THENCE, ALONG THE ARC OF A TANGENT 2,061.50 FOOT RADIUS CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 05°05'27", AN ARC DISTANCE OF 183.17 FEET;

THENCE, NORTH 85°08'27" WEST 1,771.66 FEET;

THENCE, SOUTH 04°51'33" WEST 50.00 FEET;

THENCE, NORTH 85°08'27" WEST 178.64 FEET;

THENCE, NORTH 04°47'18" EAST 273.28 FEET;

THENCE, NORTH 85°12'42" WEST 1,323.73 FEET;
THENCE, NORTH 04°51'29" EAST 198.36 FEET;
THENCE, SOUTH 85°08'27" EAST 788.87 FEET;
THENCE, NORTH 04°51'33" EAST 240.00 FEET;
THENCE, SOUTH 85°08'27" EAST 387.96 FEET;
THENCE, NORTH 04°51'33" EAST 649.00 FEET;
THENCE, SOUTH 85°08'27" EAST 1,989.54 FEET;
THENCE, SOUTH 00°33'45" WEST 915.57 FEET;
THENCE, SOUTH 00°11'43" EAST 113.41 FEET TO SAID POINT OF BEGINNING.
CONTAINING 68.21 ACRES OF LAND, MORE OR LESS.



END OF DESCRIPTION

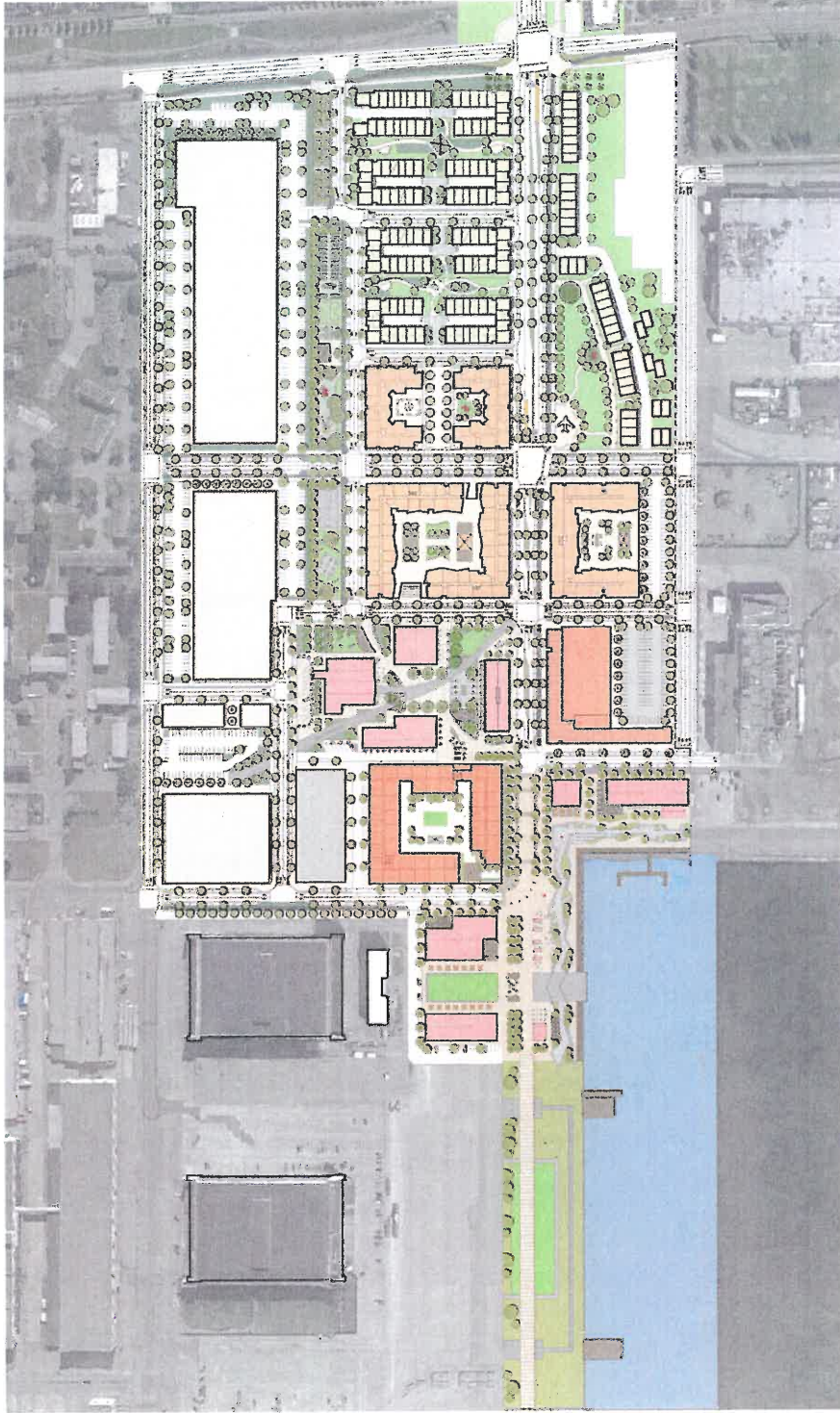
A handwritten signature in blue ink, appearing to read "Sabrina Kyle Pack", written over a horizontal line.

SABRINA KYLE PACK, P.L.S.
L.S. NO. 8164

FOR ASSESSMENT PURPOSES ONLY. THIS DESCRIPTION OF LAND IS NOT A LEGAL PROPERTY DESCRIPTION AS DEFINED IN THE SUBDIVISION MAP ACT AND MAY NOT BE USED AS THE BASIS FOR AN OFFER OF SALE OF THE LAND DESCRIBED.

Exhibit B

Development Plan



ALAMEDA POINT - SITE A - DEVELOPMENT PLAN

Project Sponsor: Alameda Point Partners

Prepared by: BAR Architects, April Philips Design Workshop, BKF Engineers

May 11, 2015

SITE A DEVELOPMENT PLAN TABLE OF CONTENTS

CONTEXT		LAND USE & DEVELOPMENT		TRANSPORTATION & CIRCULATION		OPEN SPACE	
Existing Conditions at Site A	03	Illustrative Site Plan - All Phases	08	Proposed Street Classification Plan - Over	22	Site Plan - Open Space Districts	33
Site Photos	04	Illustrative Site Plan - Phasing	09	Existing Conditions	22	Waterfront Park & Plaza Character	34
Site Photos	05	Street / Surface Improvements Phasing	10	Proposed Street Classification Plan - Over	23	Waterfront Park & Plaza Character	35
Planned Land Use and Open Space	06	Land Use Diagram	11	M.I.P. Plan	23	Waterfront Park & Plaza Plan	36
		Open Space & Parcel Diagrams	12	Bike Path & Public Pedestrian Circulation	24	Waterfront Park & Plaza Perspective	37
		Ground Floor Plan	13	Diagrams	24	with Building 77	37
		Typical Upper Level Plan	14	Right of Way Sections	25	Promenade Perspective with Building 113	38
		Affordable Housing Plan and	15	Right of Way Sections	26	Waterfront Plaza Sections	39
		Universal Design	15	Right of Way Sections	27	Shared Use Plaza Section & Character	40
		Architectural Character Images -	16	R.A.M.P. Plan & Sections	28	Urban Park Plan & Character	41
		Town Homes	16	Transit Plan	29	Urban Park Perspective with Building 67	42
		Architectural Character Images -	17	Proposed Vehicular Access	30	Urban Park Character and Section	43
		Mixed Use & Stacked Flats	17	Public Parking / Bike Parking Plan	31	Neighborhood Park Character	44
		Architectural Character Images -	18			Neighborhood Linear Park Plan & Section	45
		Commercial & Freestanding Retail	18			Gateway Plan and Character	46
		Aerial Massing View Looking West	19			Gateway Character	47
		Aerial Massing View Looking East	20			Project Sustainability	48
						Conceptual Stormwater Treatment Strategy	49

ALAMEDA POINT | ALAMEDA, CA

BAR architects
901 Battery Street, Suite 300 | San Francisco, CA 94111 | 415 293 5700 | www.bararch.com

BKF architecture
415 293 5700 | www.bkfarch.com

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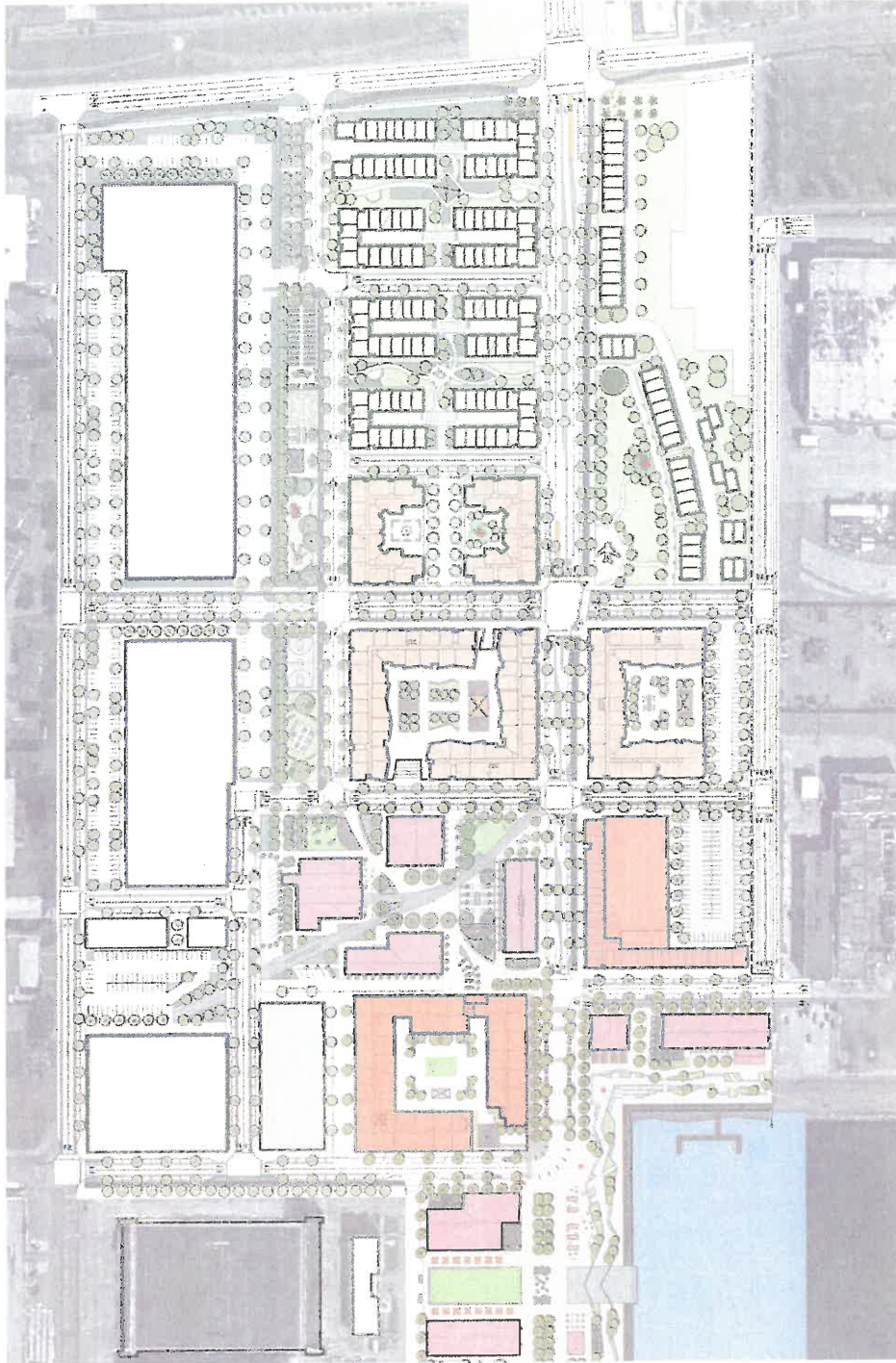
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CONTEXT

Existing Conditions at Site A	03
Site Photos	04
Site Photos	05
Planned Land Use and Open Space	06



ALAMEDA POINT | ALAMEDA, CA

BAR architects
901 Battery Street, Suite 300 | San Francisco, CA 94111 | 415 293 5700 | www.bararch.com

ignition architecture
415 293 5700 | www.ignitionarch.com

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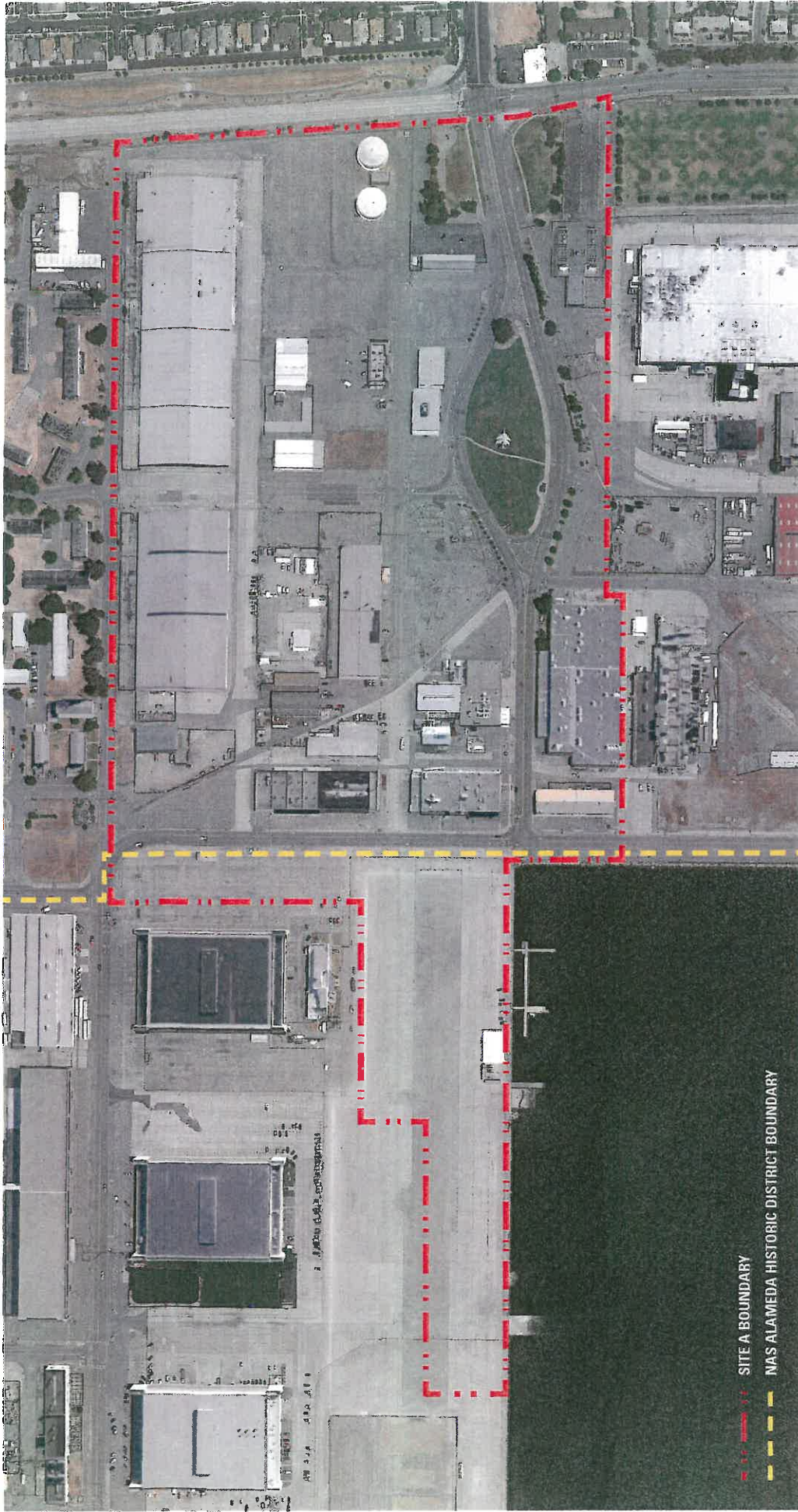
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14072



- - - - - SITE A BOUNDARY
 - - - - - NAS ALAMEDA HISTORIC DISTRICT BOUNDARY

ALAMEDA POINT | ALAMEDA, CA EXISTING CONDITIONS AT SITE "A"



EXISTING BUILDING 77 (LEFT) AND 41 (RIGHT)



EXISTING BUILDING 77



EXISTING BUILDING 40 (BLADIUM)



EXISTING BUILDING 113

ALAMEDA POINT | ALAMEDA, CA

SITE PHOTOS

BAR architects
901 Battery Street, Suite 300 | San Francisco, CA 94111 | 415 293 5700 | www.bararch.com

BKF ignition architecture
415 293 5700 | www.bararch.com

TRICON

EDEN KIDNEY

e-BU

SRMERNST

KIDNEY

FIELD PAOLI

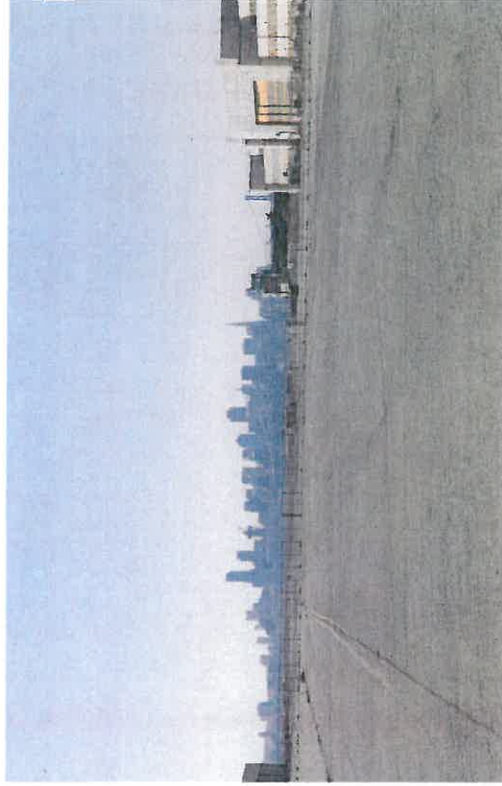
A P D W

05.11.15

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MAIN ENTRY AT RAMP & MAIN STREET



VIEW OF SAN FRANCISCO ACROSS TAXIWAY



EXISTING CORSAIR II DISPLAY



EXISTING CYPRESS TREE

ALAMEDA POINT | ALAMEDA, CA

SITE PHOTOS

BAR architects
901 Battery Street, Suite 300 | San Francisco, CA 94111 | 415 293 5700 | www.bararch.com

nbk ignition
architecture

JBK arch

TRICON
LABORATORY

EDEN
DESIGN

EDEN
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SRMERNST
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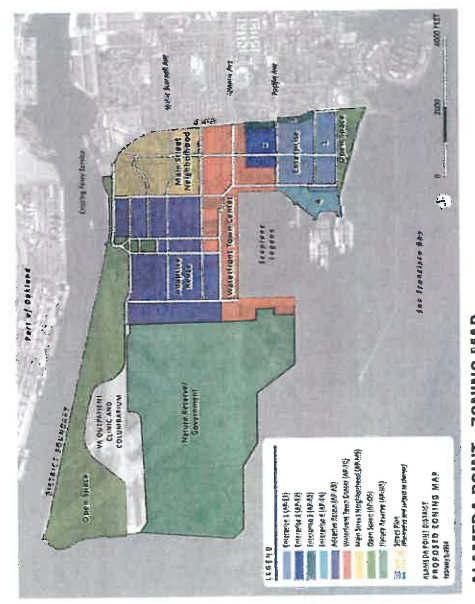
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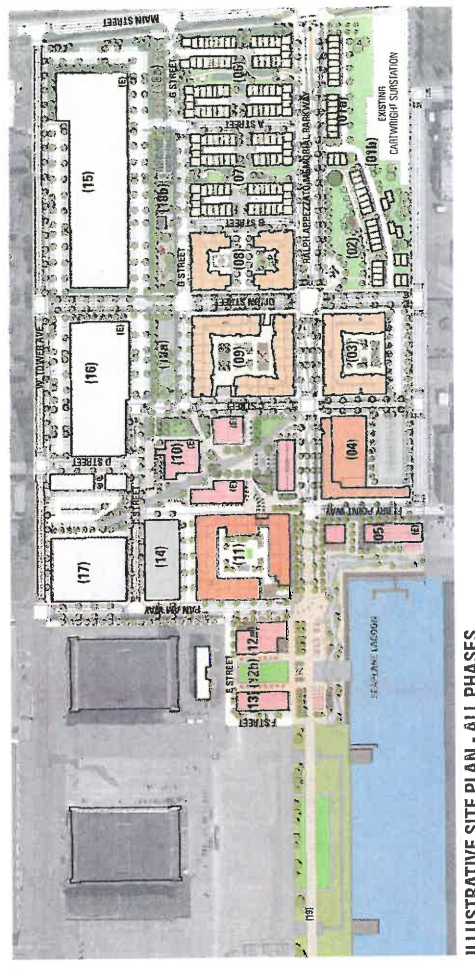
FIGURE 2 ALAMEDA POINT OPEN SPACE FRAMEWORK
 0 250 500 750 1000
 FEET
 DRAWING FROM 9/12/2013 ALAMEDA POINT PLANNING GUIDE



ALAMEDA POINT ZONING MAP
 DRAWING FROM WWW.ALAMEDA.CA



PRECISE PLAN - TOWN CENTER AREA
 0 250 500 750 1000
 FEET



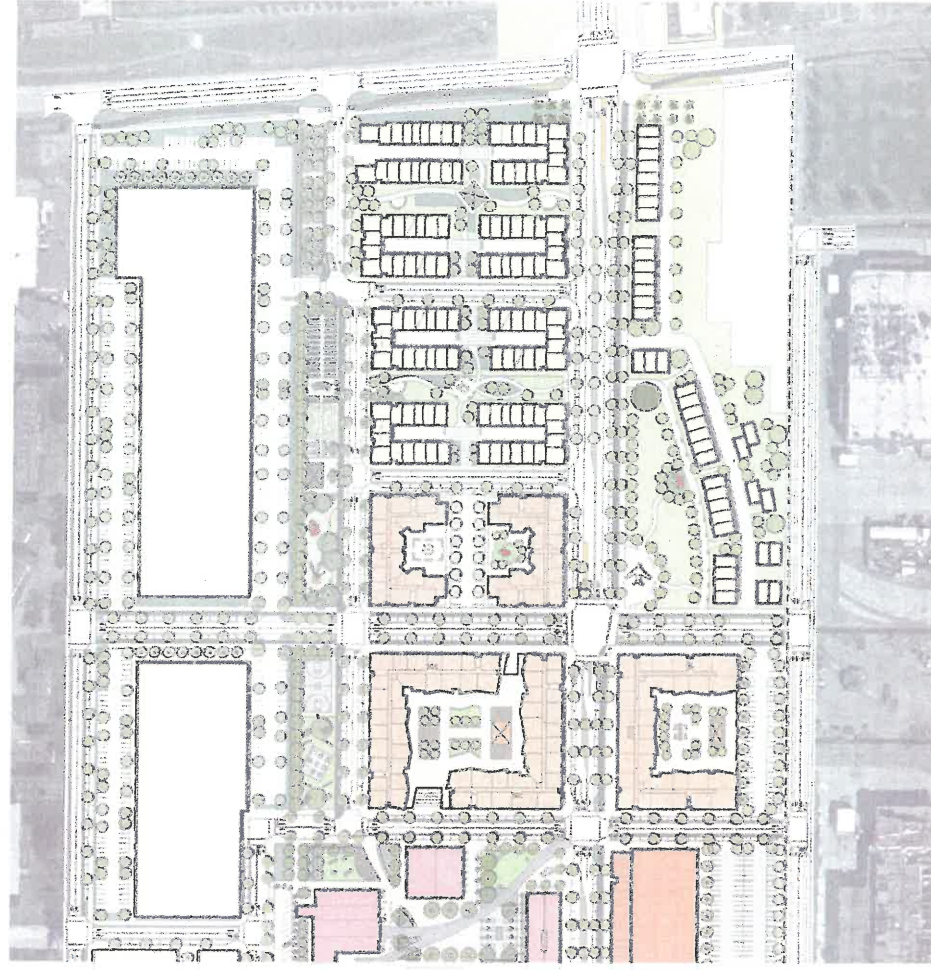
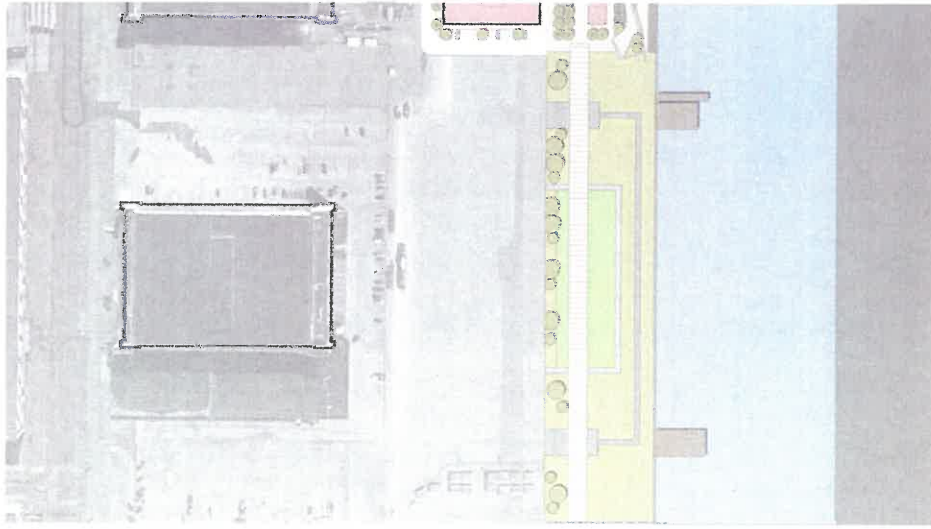
ILLUSTRATIVE SITE PLAN - ALL PHASES

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LAND USE &

DEVELOPMENT

Illustrative Site Plan - All Phases	08
Illustrative Site Plan - Phasing	09
Street / Surface Improvements Phasing	10
Land Use Diagram	11
Open Space & Parcel Diagrams	12
Ground Floor Plan	13
Typical Upper Level Plan	14
Affordable Housing Plan and Universal Design	15
Architectural Character Images - Town Homes	16
Architectural Character Images - Mixed Use & Stacked Flats	17
Architectural Character Images - Commercial & Freestanding Retail	18
Aerial Massing View Looking West	19
Aerial Massing View Looking East	20



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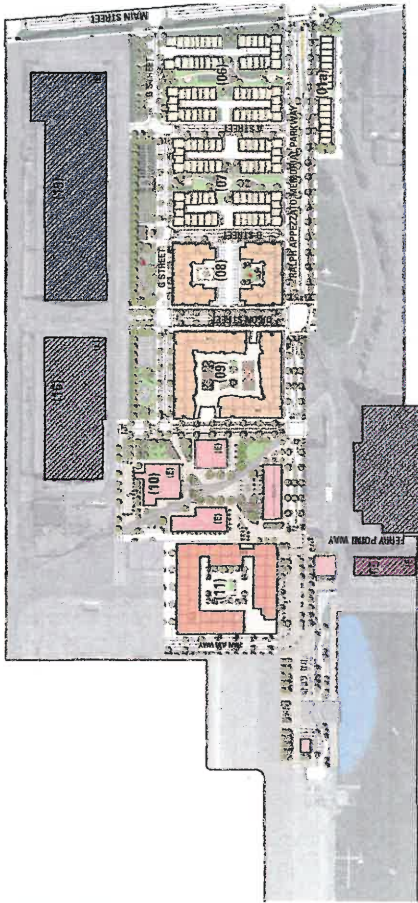
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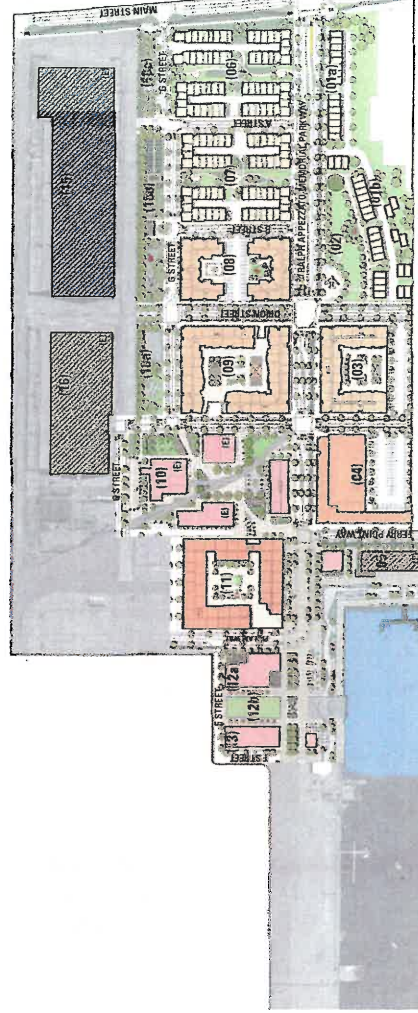
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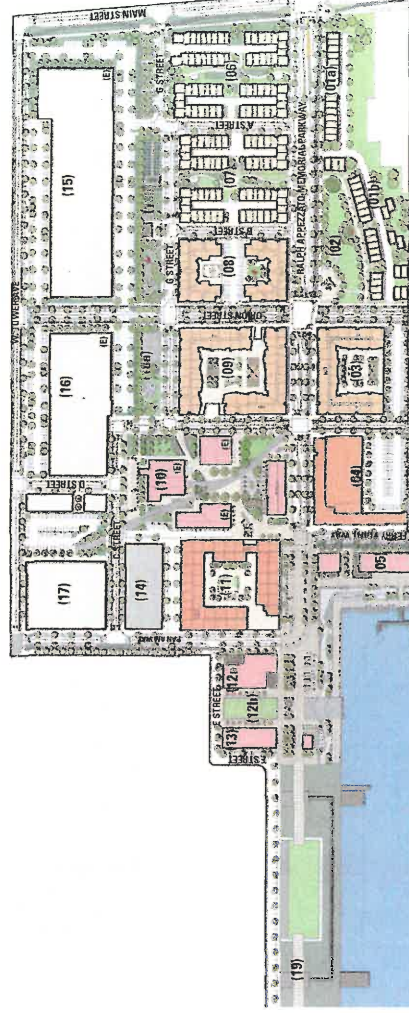
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ILLUSTRATIVE SITE PLAN - PHASE 1



ILLUSTRATIVE SITE PLAN - PHASE 2



ILLUSTRATIVE SITE PLAN - PHASE 3

LEGEND

- (E) EXISTING BUILDING
- (##) BLOCK NUMBER
- EXISTING BUILDINGS AND/OR SITES MAY BE OCCUPIED WITH USES CONSISTENT WITH THIS PLAN DURING ANY PHASE
- PUBLIC PARKING
- OPEN SPACE - NEIGHBORHOOD PARK
- COMMERCIAL OFFICE/MANUFACTURING
- RESIDENTIAL OVER GROUND FLOOR RETAIL & PARKING
- RESIDENTIAL OVER ADAPTABLE GROUND FLOOR & PARKING
- RESIDENTIAL TOWNHOME
- RETAIL (SHOPS & RESTAURANTS)

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ILLUSTRATIVE SITE PLAN - PHASING

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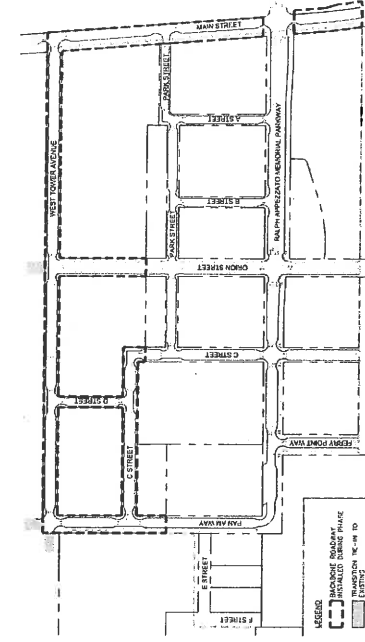
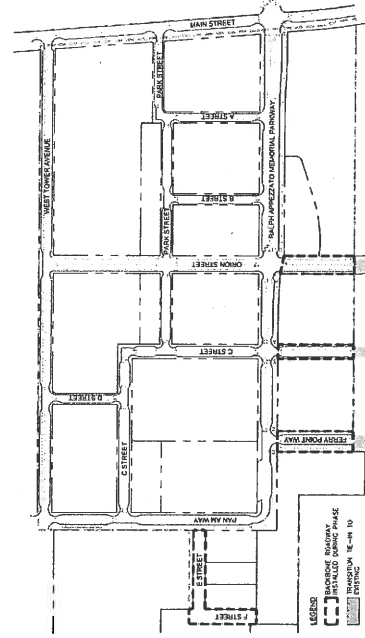
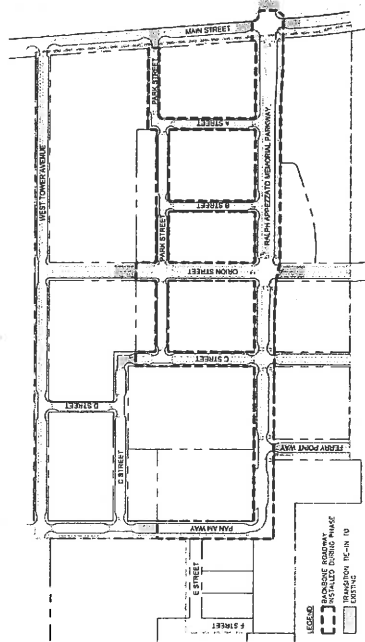
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STREET / SURFACE IMPROVEMENTS PHASING

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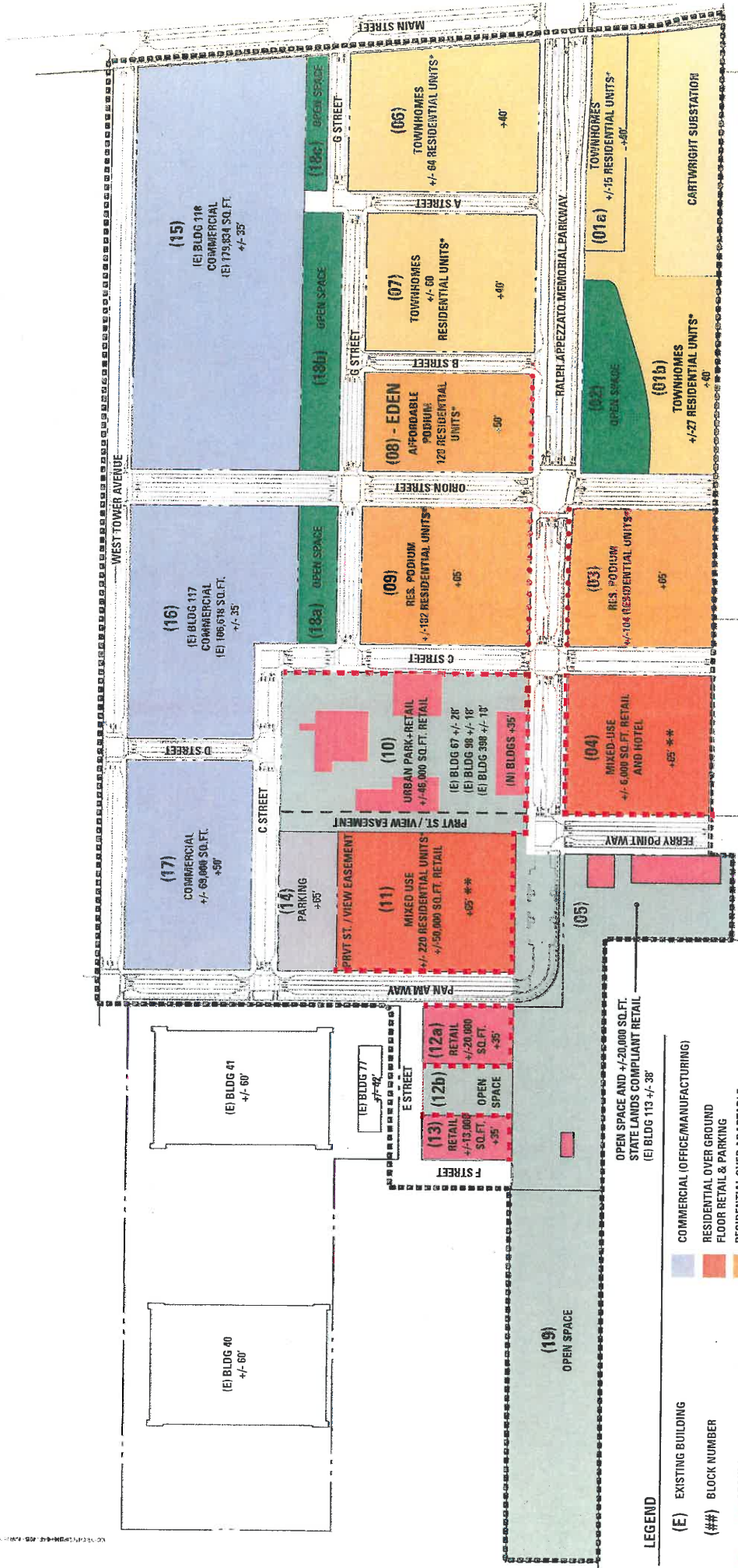


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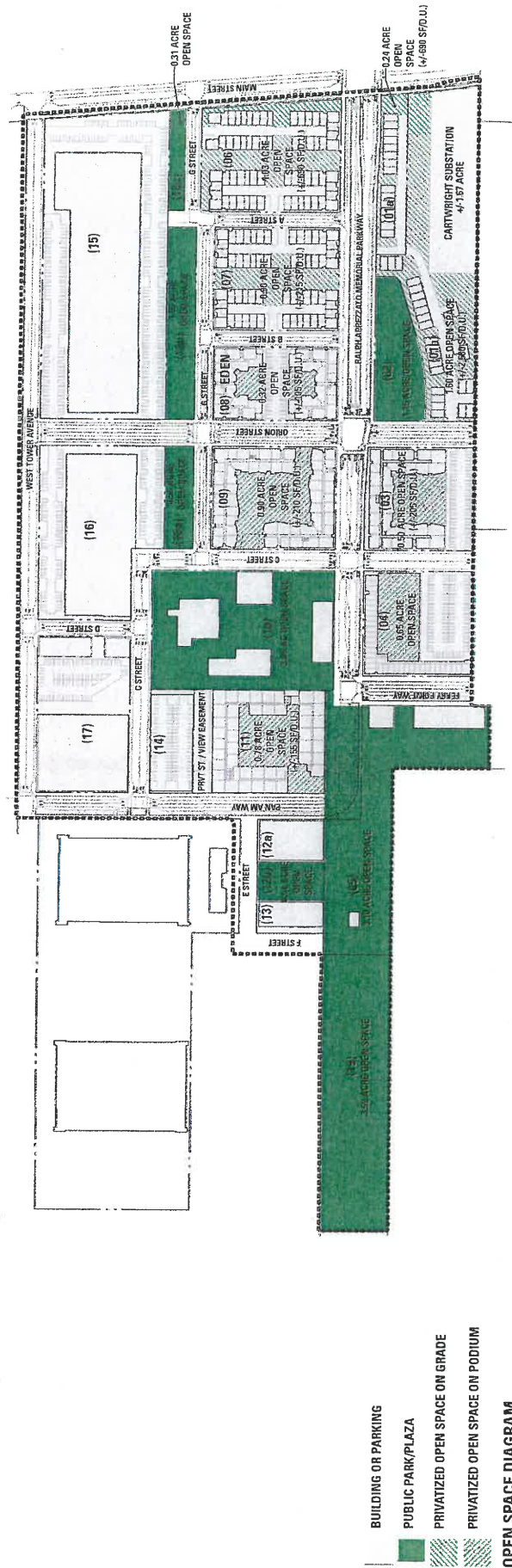
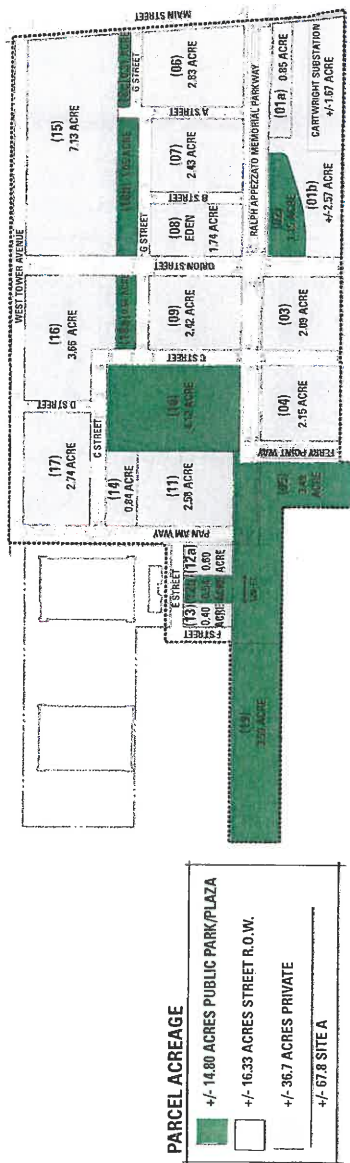


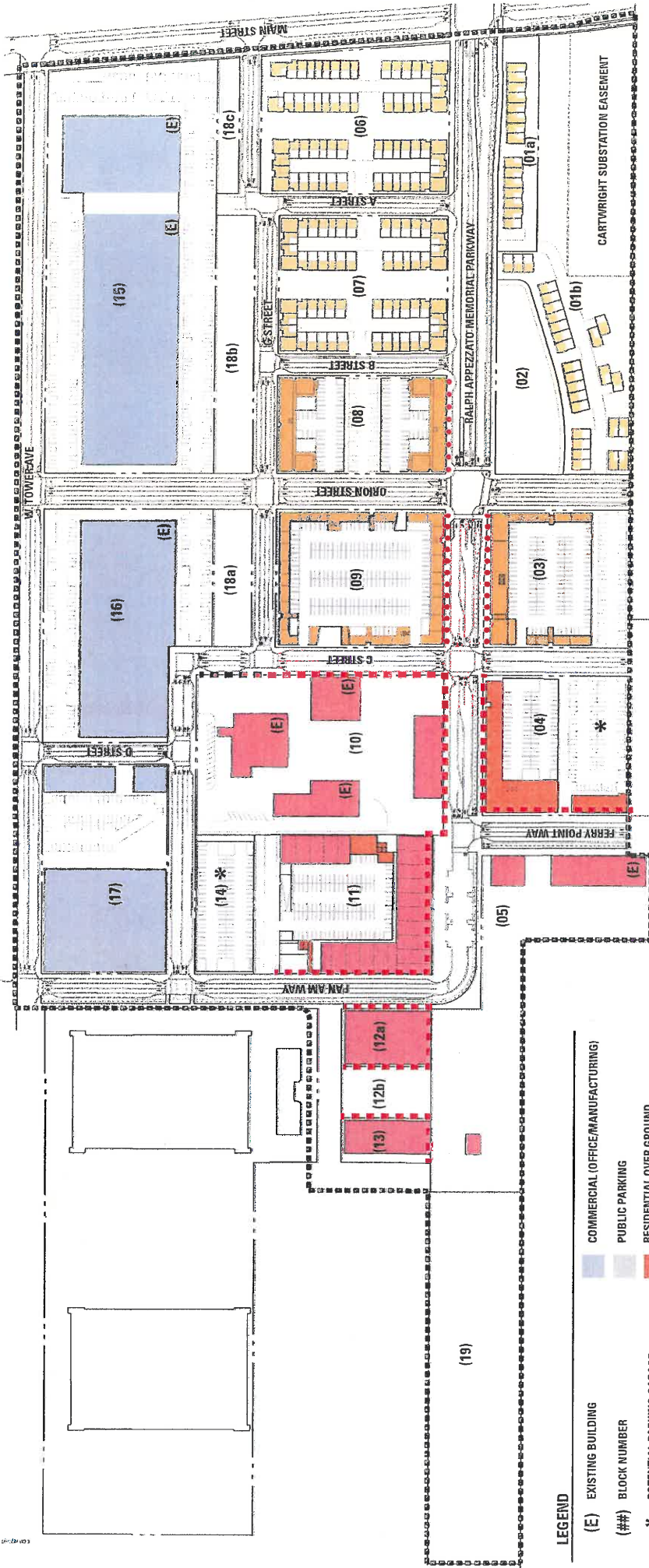
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LAND USE DIAGRAM





LEGEND

- (E) EXISTING BUILDING
- (##) BLOCK NUMBER
- * POTENTIAL PARKING GARAGE
- GROUND FLOOR RETAIL FRONTAGE
- ADAPTABLE GROUND FLOOR FRONTAGE
- OPEN SPACE - NEIGHBORHOOD PARK
- COMMERCIAL (OFFICE/MANUFACTURING)
- PUBLIC PARKING
- RESIDENTIAL OVER GROUND FLOOR RETAIL & PARKING
- RESIDENTIAL OVER ADAPTABLE GROUND FLOOR & PARKING
- RESIDENTIAL TOWNHOME
- RETAIL (SHOPS & RESTAURANTS)

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GROUND FLOOR PLAN

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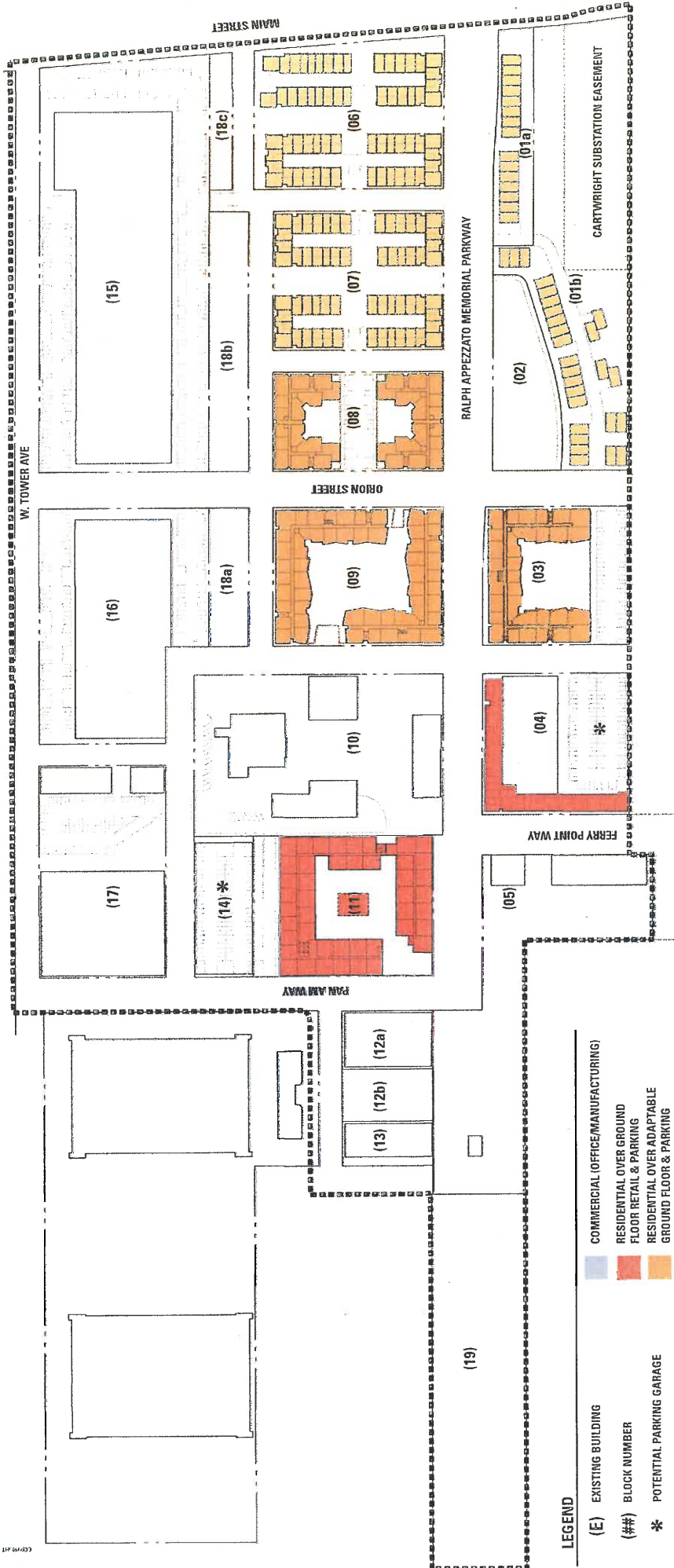
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TYPICAL UPPER LEVEL PLAN

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"THE GENERAL PLAN HOUSING ELEMENT IDENTifies NEEDS FOR HOUSING FOR PEOPLE WITH DISABILITIES AND SENIORS, WHO WISH TO AGE IN PLACE." THE GOAL OF UNIVERSAL DESIGN IS TO MEET ALL OF THESE NEEDS BY ADDRESSING THE SITE PLANNING AND BUILDING DESIGN AT ALAMEDA POINT SITE THAT ADDRESSES THESE KEY CONCEPTS IN SEVERAL WAYS. ASSIGNED UNIFORM ACCESSIBLE BLOCK-UP SIZES, OPTIONS FOR PARKING A VARIETY OF LANDSCAPED SPACES, AND WIDE SIDEWALKS. AFFORDABLE UNIT TYPES WITH INTEGRATED UNIVERSAL DESIGN FEATURES WILL APPEAL TO A WIDE RANGE OF RESIDENTS. PARCELS 03, 09, AND 11 PROVIDE SINGLE-FAMILY RESIDENTIAL UNITS, WHICH SIGNIFICANTLY BOOSTS PROVISION FOR UNIVERSAL DESIGN.

ACCESSIBLE ROUTE OF TRAVEL FROM THE PUBLIC SIDEWALK TO THE UNIT'S PRIMARY ENTRANCE. ACCESSIBLE ROUTE OF TRAVEL FROM THE ACCESSIBLE PARKING STALLS TO THE UNIT'S PRIMARY ENTRANCE. ACCESSIBLE PARKING STALLS ARE LOCATED CONVENIENTLY NEAR ELEVATOR LOBBIES, THUS ENSURING CONVENIENT ACCESS TO ONE'S DWELLING UNIT. DOUBLE 32" CLEAR PRIMARY ENTRY DOWNDRAW AND A "NO STEP ENTRY" (1/2" OR LESS THRESHOLD) WITH DUAL PEOPHOLE AND DOORBELL.

ALL EXTERIOR ENTRY DOORS SHALL MEET CALIFORNIA BUILDING CODE CHAPTER 11A, CODE-REQUIRED MANEUVERING CLEARANCES, HARDWARE, THRESHOLDS, AND STRIKE SIDE CLEARANCES.

ACCESSIBLE ROUTE OF TRAVEL WITH A MINIMUM 42" WIDE HALLOWAY TO ALL BEDROOMS, LIVING ROOM, KITCHEN, AND BATHROOMS.

ELECTRICAL RECEPTACLES, AND ENVIRONMENTAL CONTROLS ARE MOUNTED AT ACCESSIBLE HEIGHTS. LIGHT SWITCHES, ELECTRICAL RECEPTACLES, AND ENVIRONMENTAL CONTROLS ARE MOUNTED AT ACCESSIBLE HEIGHTS.

ROCKEN LIGHT SWITCHES THROUGHOUT UNIT.
MINIMUM REQUIRED WORKTOP CLEARANCE OF 34"X48" IN FRONT OF STOVE, REFRIGERATOR, DISHWASHER, SINK, AND OVEN.
COUNTER TOPS WITH A 30" WIDE WORKSPACE AND/OR ONE OR MORE 15" BREAKBOARDS INSTALLED BETWEEN 28-32" HIGH.
UNDER-CABINET LIGHTING.
AT LEAST ONE FULL BATHROOM ON ACCESSIBLE ROUTE OF TRAVEL.
STANDARD BATHUB AND TUB/IT WITH GRAB BAR REINFORCEMENT.

BATHROOM SHALL BE PROVIDED WITH REMOVABLE BASE CABINET AT LAVATORY. ACCESSIBLE MEDICINE CABINET AND INTEGRAL MIRROR, LOWER TOWEL RACKS AND ROBE HOOKS, AND ACCESSIBLE TOILET TISSUE HOLDER. ALL RESIDENTIAL AMENITY SPACES AND COMMON OUTDOOR SPACES ARE LOCATED ALONG THE ACCESSIBLE PATH OF TRAVEL THROUGH THE BUILDING.

0% OF ALL TOWNHOME UNITS WILL BE PROVIDED WITH ACCESSIBLE GROUND FLOOR LEVELS WHICH CAN BE CONFIGURED TO ACCOMMODATE A BEDROOM, BATHROOM AND KITCHENETTE ON AN ACCESSIBLE ROUTE OF TRAVEL FROM THE EXTERIOR. ADDITIONALLY, ALL TOWNHOME UNITS INCLUDE THE FOLLOWING UNIVERSAL DESIGN ELEMENTS:

ACCESSIBLE ROUTE OF TRAVEL FROM THE PARKING STALL INTO THE UNIT.
AN ACCESSIBLE ROUTE OF TRAVEL WITH A MINIMUM 42" WIDE HALLWAY THROUGHOUT THE ACCESSIBLE ENTRY LEVEL.
A MINIMUM OF ONE POWDERROOM AT THE ENTRY LEVEL, AND ALONG THE ACCESSIBLE ROUTE OF TRAVEL, THE POWDERROOM SHALL BE LOCATED WITHIN 100 FEET OF THE ENTRY LEVEL. THE POWDERROOM SHALL BE LOCATED WITHIN 100 FEET OF THE TOILET, TISSUE HOLDER AND A REMOVABLE BASECLOSET.
CODE-REQUIRED MANEUVERING CLEARANCES, HARDWARE, THRESHOLDS, AND STRIKE SIDE CLEARANCES SHALL BE PROVIDED FOR INTERIOR AND EXTERIOR CORNERS AT THE ENTRY LEVEL.

ALL PARKS COMMERCIAL AREAS AND PLAZAS INCLUDE THE FOLLOWING UNIVERSAL DESIGN ELEMENTS:
 . ACCESSIBLE ROUTE OF TRAVEL CONNECTING PROGRAMMATIC ELEMENTS AND POINTS OF INTEREST.

- ACCESSIBLE PARKING IS PROVIDED THROUGHOUT PUBLIC SPACE.
- ACCESSIBLE SEATING STALLS FOR RETAIL ARE PROVIDED BOTH ON AND OFF-STREET AND LOCATED NEAR THE INTERSECTION OF THE MAIN STREET AND WATERGATE PARKWAY.
- THESE SAME STALLS PROVIDE ACCESS TO KEY POINTS OF ENTRY INTO THE URBAN PLAZA AND WATERGATE PARKWAY.
- THE PARKS AND PLAZAS AT SITE A ARE DESIGNED TO ALLOW FOR MAXIMUM ACCESS. ACCESSIBLE ROUTES ARE LOCATED THROUGHOUT THE PLAZAS AND CONNECT POINTS OF INTEREST, PROGRAMMED SPACES, AND SEATING AREAS WITH THE ACCESSIBLE PARKING STALLS.

(E) EXISTING BUILDING		COMMERCIAL (OFFICE/MANUFACTURING)
(##) BLOCK NUMBER		RESIDENTIAL OVER GROUND FLOOR RETAIL & PARKING
		RESIDENTIAL OVER ADAPTABLE GROUND FLOOR & PARKING
		RESIDENTIAL TOWNHOME
		RETAIL (SHOPS & RESTAURANTS)

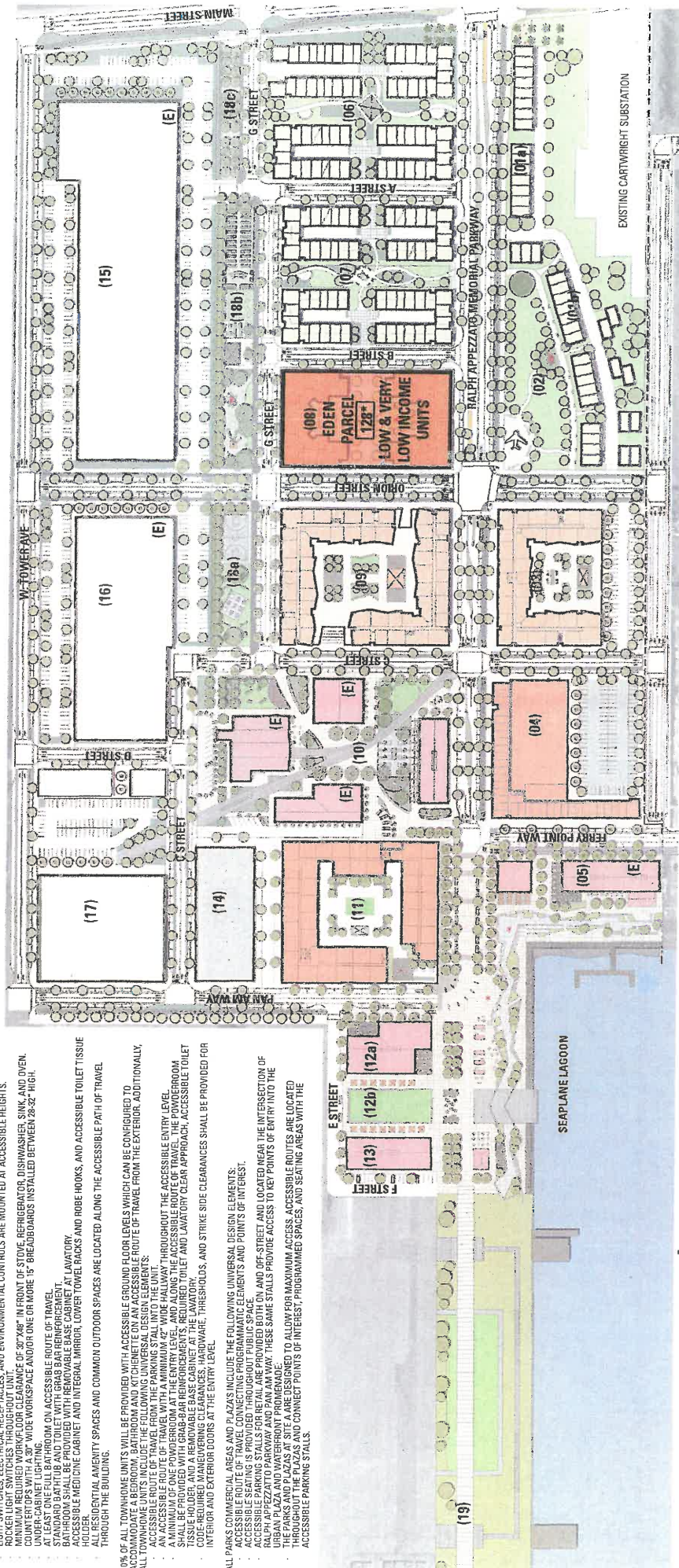
PUBLIC PARKING

OPEN SPACE - NEIGHBORHOOD PARK

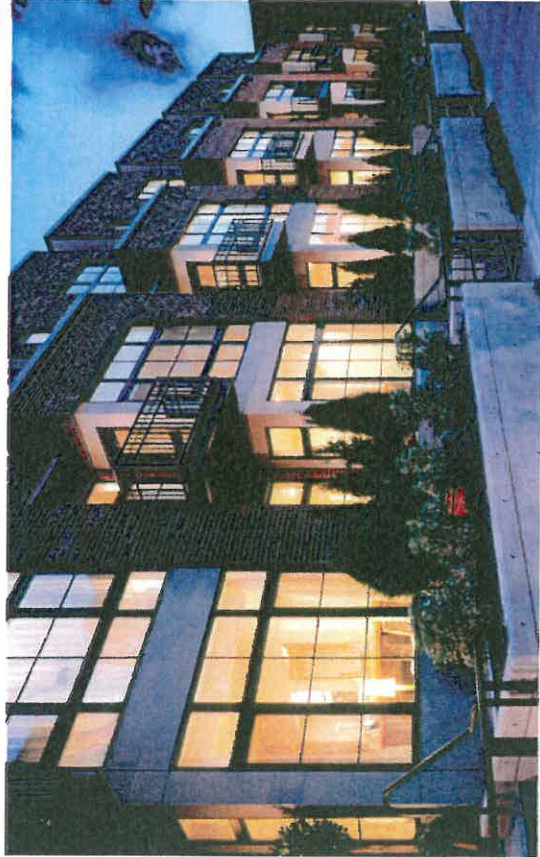
COMMERCIAL (OFFICE/MANUFACTURING)
RESIDENTIAL OVER GROUND
FLOOR RETAIL & PARKING
RESIDENTIAL OVER ADAPTABLE
GROUND FLOOR & PARKING
RESIDENTIAL TOWNHOME
RETAIL (SHOPS & RESTAURANTS)

INCOME TYPE	NUMBER OF UNITS	PARCEL LOCATION
LOW & VERY LOW	128	08
MODERATE	72	01, 03, 06, 07, 09, OR 11
TOTAL:	200	

*ALL MODERATE-INCOME AFFORDABLE HOUSING UNITS (I.E., 72 UNITS) WILL BE INTERSPERSED THROUGHOUT THE MARKET-RATE HOUSING (PARCELS 1, 3, 6, 7, 9 OR 11) AND MAY BE VARIED UNIT AND PRODUCT-TYPE MIX AND OWNERSHIP TYPE (I.E., RENTAL/FOR SALE).



AFFORDABLE HOUSING PLAN AND UNIVERSAL DESIGN



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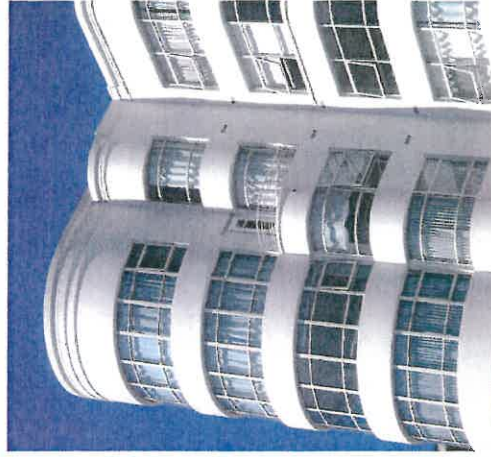
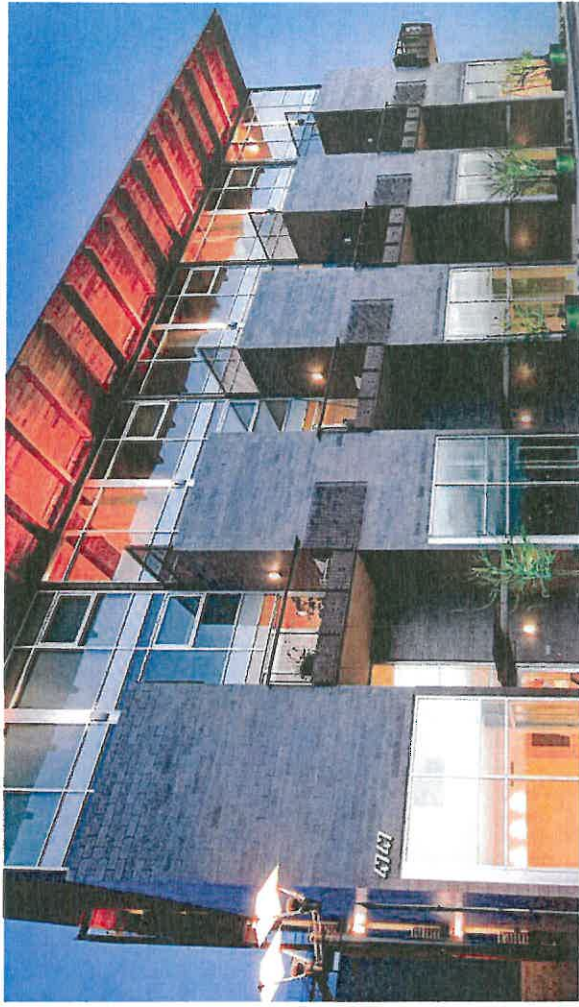
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AERIAL MASSING VIEW LOOKING WEST

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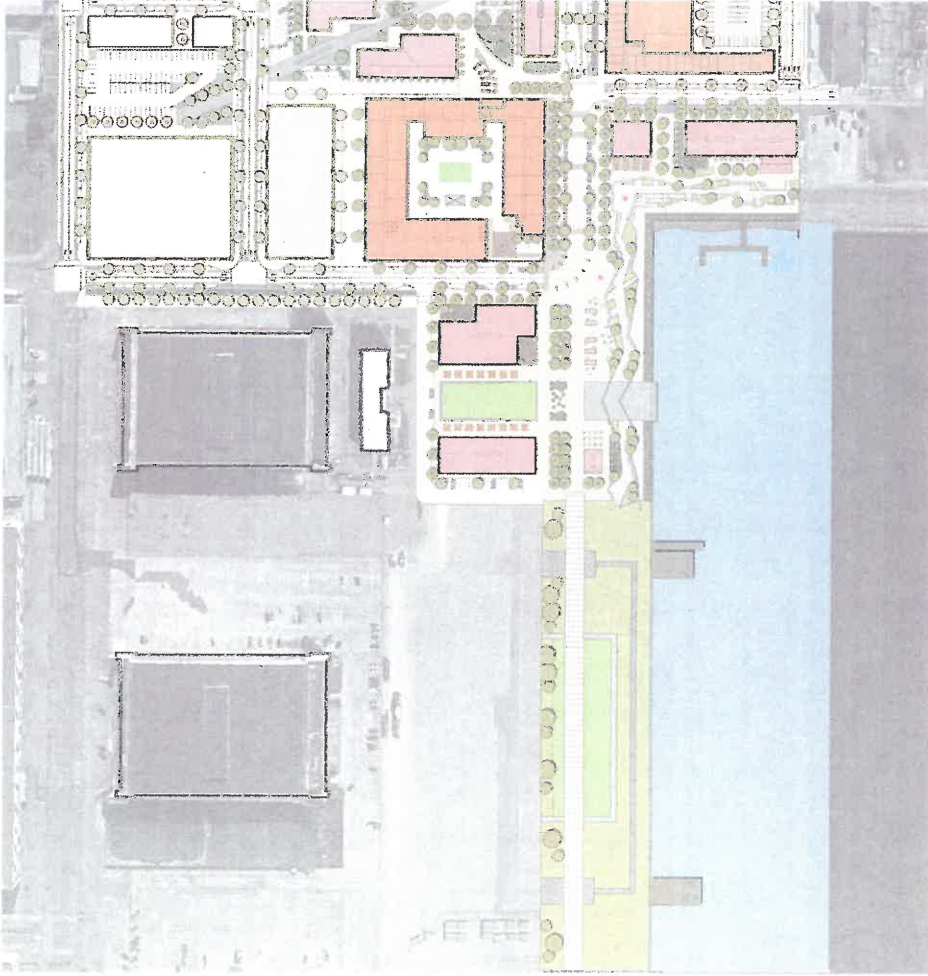


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AERIAL MASSING VIEW LOOKING EAST

TRANSPORTATION & CIRCULATION

Proposed Street Classification Plan - Over	22
Existing Conditions	22
Proposed Street Classification Plan - Over	23
M.I.P. Plan	23
Bike Path & Public Pedestrian Circulation	24
Diagrams	24
Right of Way Sections	25
Right of Way Sections	26
Right of Way Sections	27
R.A.M.P. Plan & Sections	28
Transit Plan	29
Proposed Vehicular Access	30
Public Parking / Bike Parking Plan	31



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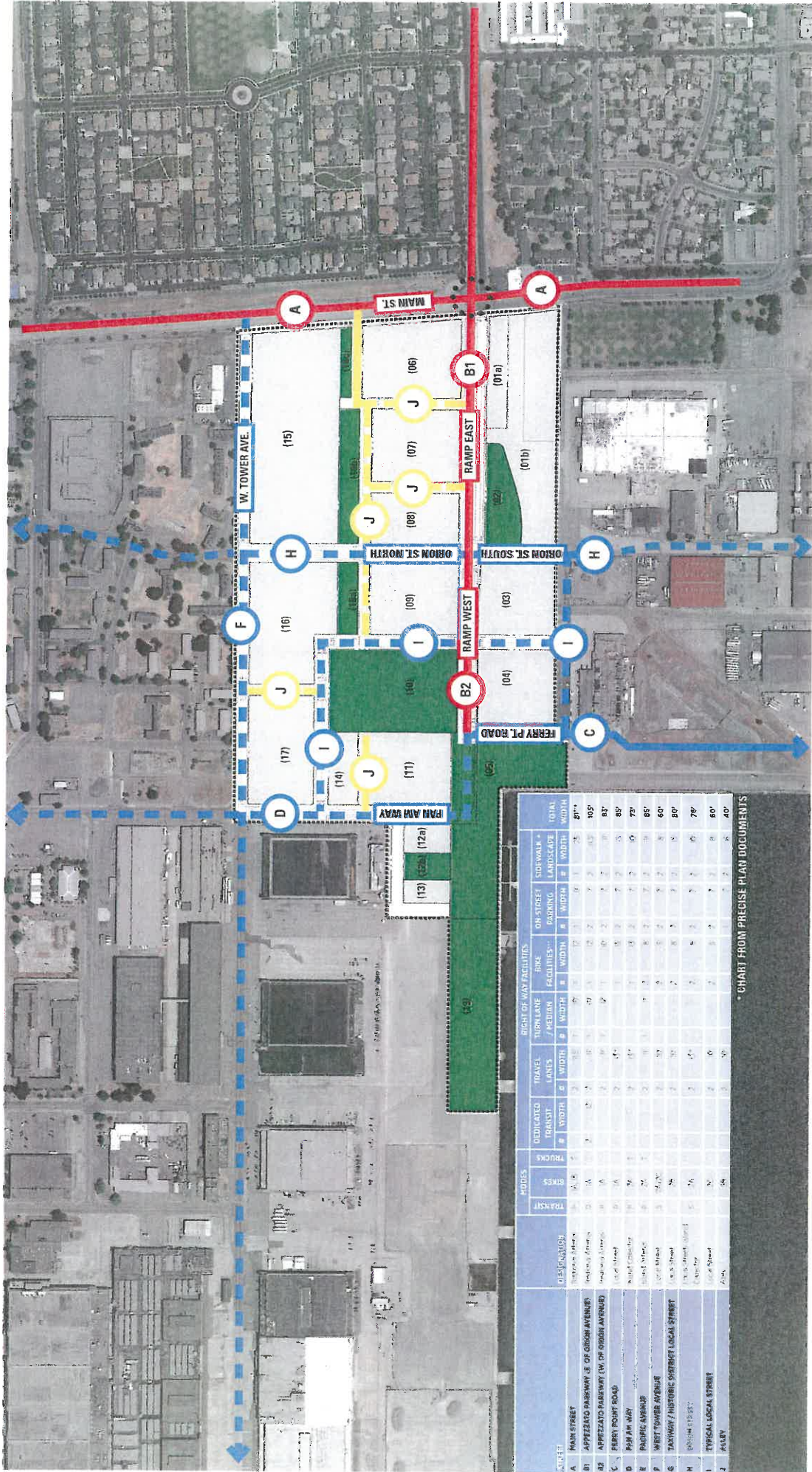
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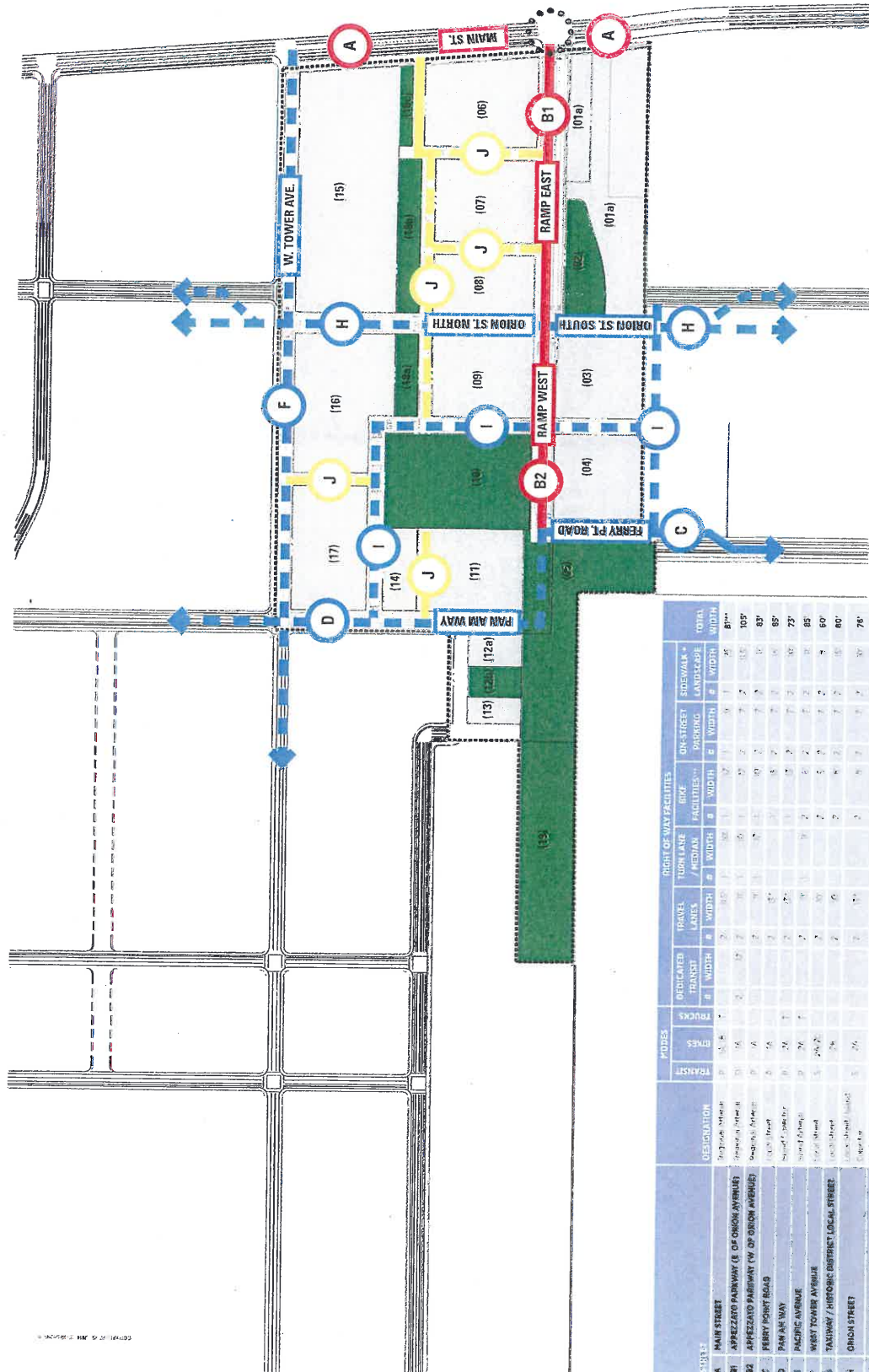
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ALAMEDA POINT | ALAMEDA, CA. PROPOSED STREET CLASSIFICATION PLAN - OVER EXISTING CONDITIONS

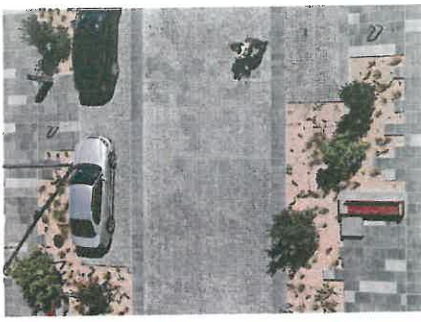


* CHART FROM PRECISE PLAN DOCUMENTS

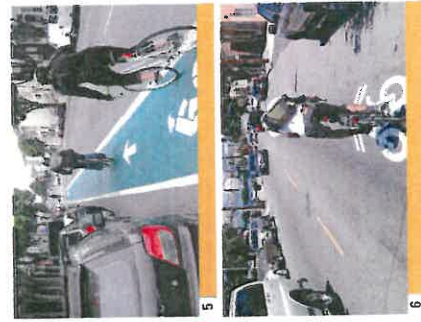
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PROPOSED STREET CLASSIFICATION PLAN - OVER M.I.P. PLAN

* BACKGROUND IMAGE FROM MASTER INFRASTRUCTURE PLAN

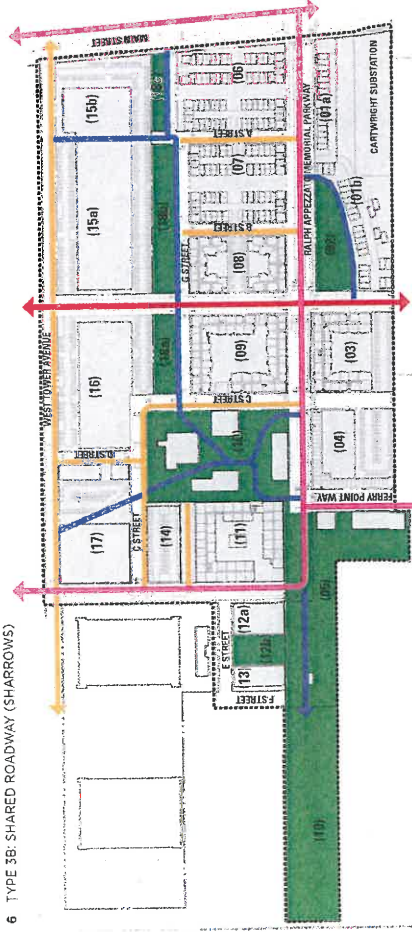


NAKED STREET REFERENCE IMAGES



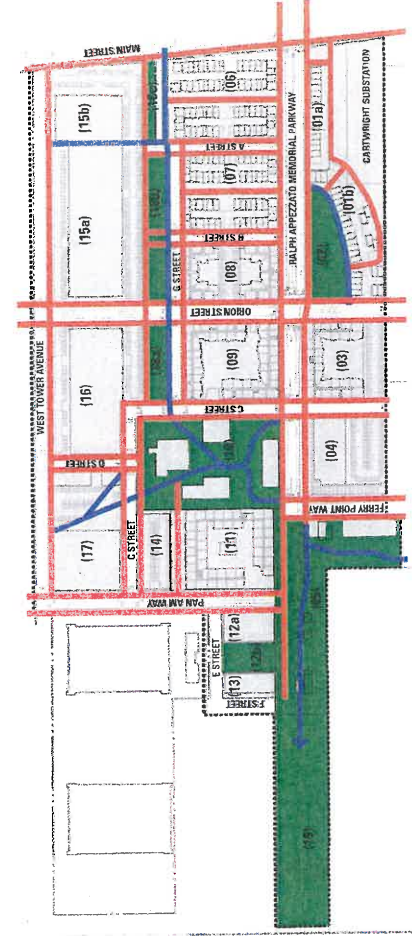
*IMAGES FROM JULY ALAMEDA PRECISE PLAN

- 1 TYPE 1A: SEPARATED BIKE TRAIL
- 2 TYPE 1B: SHARED PEDESTRIAN / BIKE TRAIL
- 3 TYPE 2A: BIKE LANES WITH PHYSICAL BARRIER
- 4 TYPE 2B: BIKE LANES WITH PAINTED BUFFER
- 5 TYPE 2C: BIKE LANES WITH STRIPE ONLY
- 6 TYPE 3B: SHARED ROADWAY (SHARROWS)



BIKE PATH CIRCULATION

- SEPARATED BIKE TRAIL (TYPE 1A)
- SHARED PEDESTRIAN / BIKE TRAIL (TYPE 1B)
- BIKE LANES WITH PHYSICAL BARRIERS (TYPE 2A)
- BIKE LANES WITH PAINTED BUFFER, SHARROWS OR STRIPE ONLY (TYPE 2B, 2C, & 3B)



PUBLIC PEDESTRIAN CIRCULATION

- SIDEWALK - PEDESTRIAN ONLY
- SHARED PEDESTRIAN / BIKE TRAIL

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BIKE PATH AND PUBLIC PEDESTRIAN CIRCULATION DIAGRAMS

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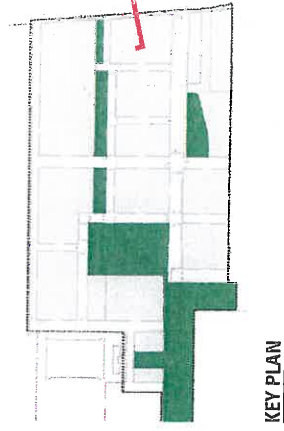
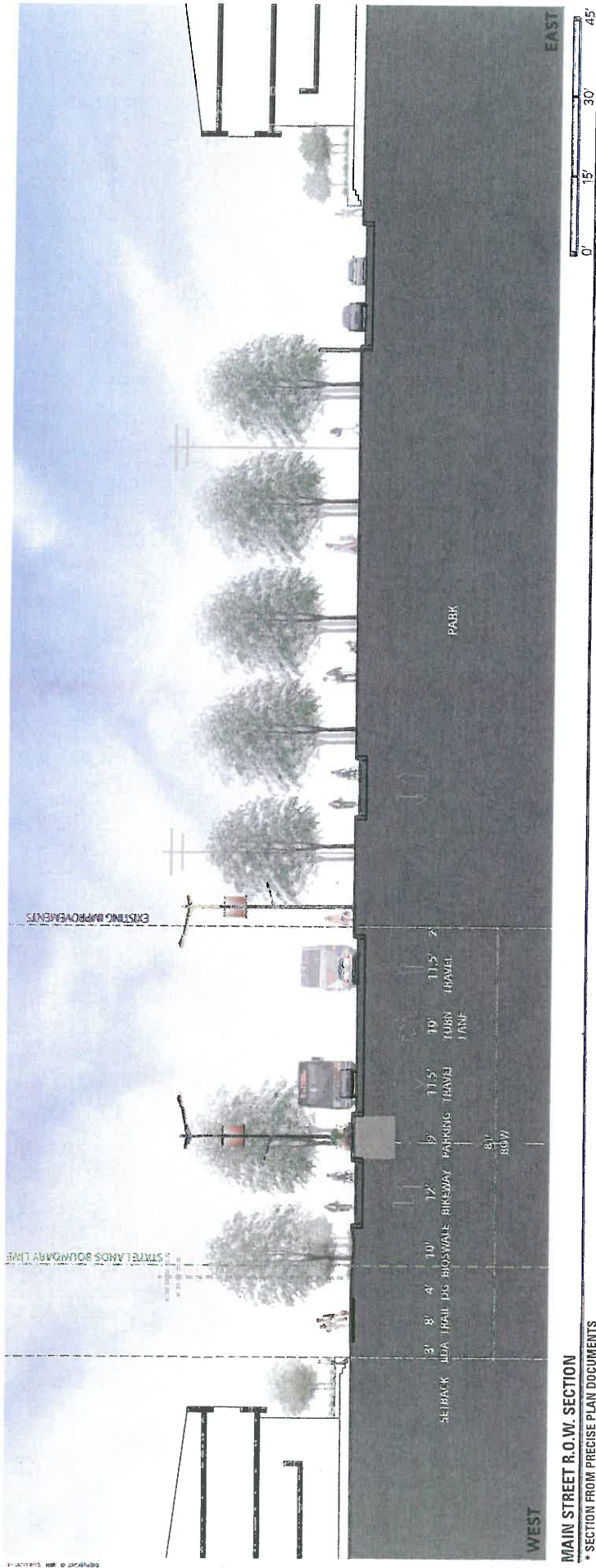
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RIGHT OF WAY SECTIONS



AERIAL VIEW OF PROMENADE BETWEEN BUILDING 113 AND SEAPLANE LAGOON

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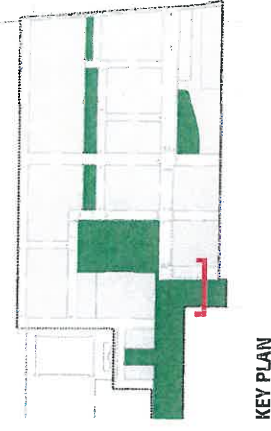
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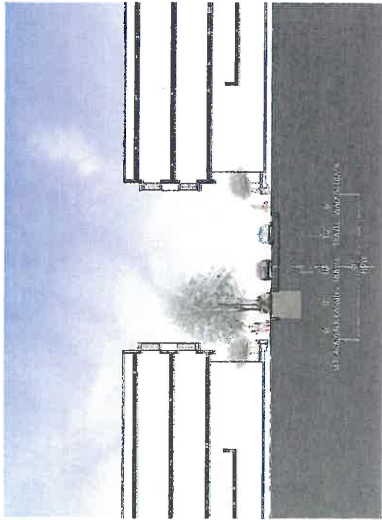
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* SECTION ADAPTED FROM PRECISE PLAN DOCUMENTS
RIGHT OF WAY SECTIONS

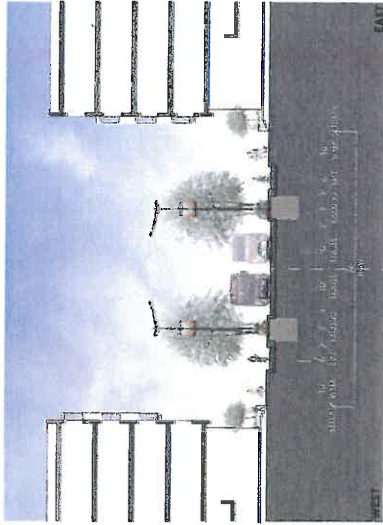


KEY PLAN



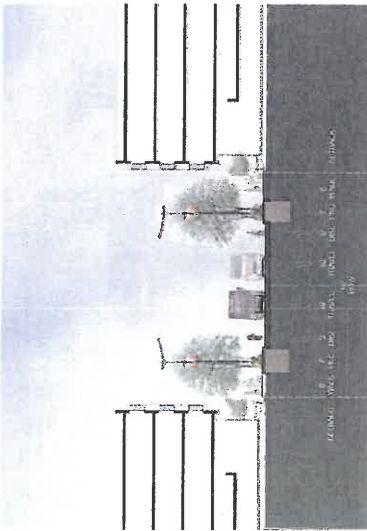
A. ALLEY R.O.W. SECTION

*NOTE: WHERE ADJACENT BUILDING HEIGHT EXCEEDS 30' PROVIDE 13-FT TRAVEL LANES, STRIPPED AS 10-FT WITH 3-FT BUFFERS



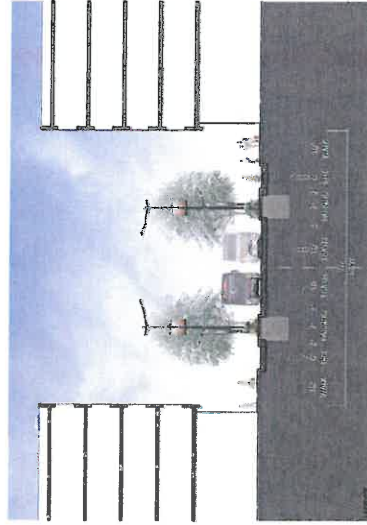
B. ORION STREET (NORTH) R.O.W. SECTION

*NOTE: PROVIDE 13-FT TRAVEL LANES, STRIPPED AS 10-FT WITH 3-FT BUFFERS



D. TYPICAL LOCAL STREET R.O.W. SECTION

*CONSISTENT WITH TABLE ON PRECISE PLAN PAGE 67

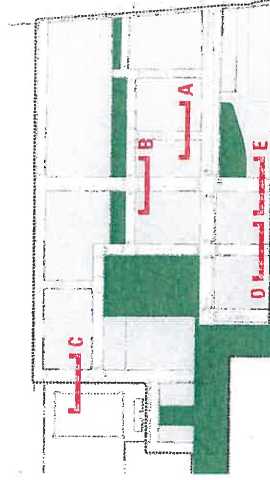


E. ORION STREET (SOUTH) R.O.W. SECTION

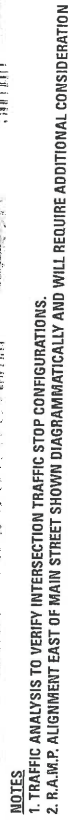
*NOTE: PROVIDE 13-FT TRAVEL LANES, STRIPPED AS 10-FT WITH 3-FT BUFFERS



C. PAN AM WAY R.O.W. SECTION

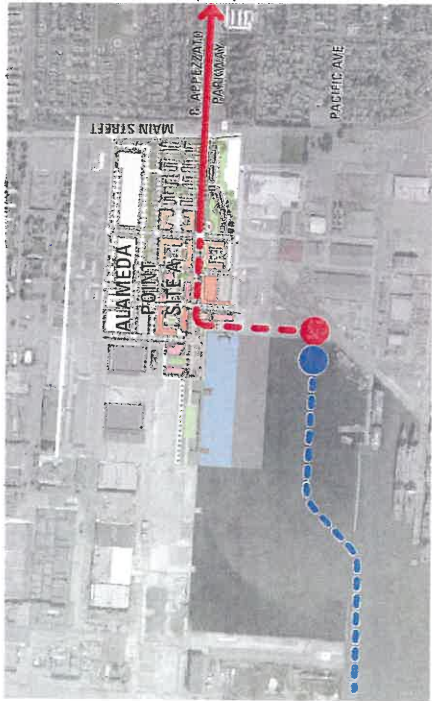


KEY PLAN

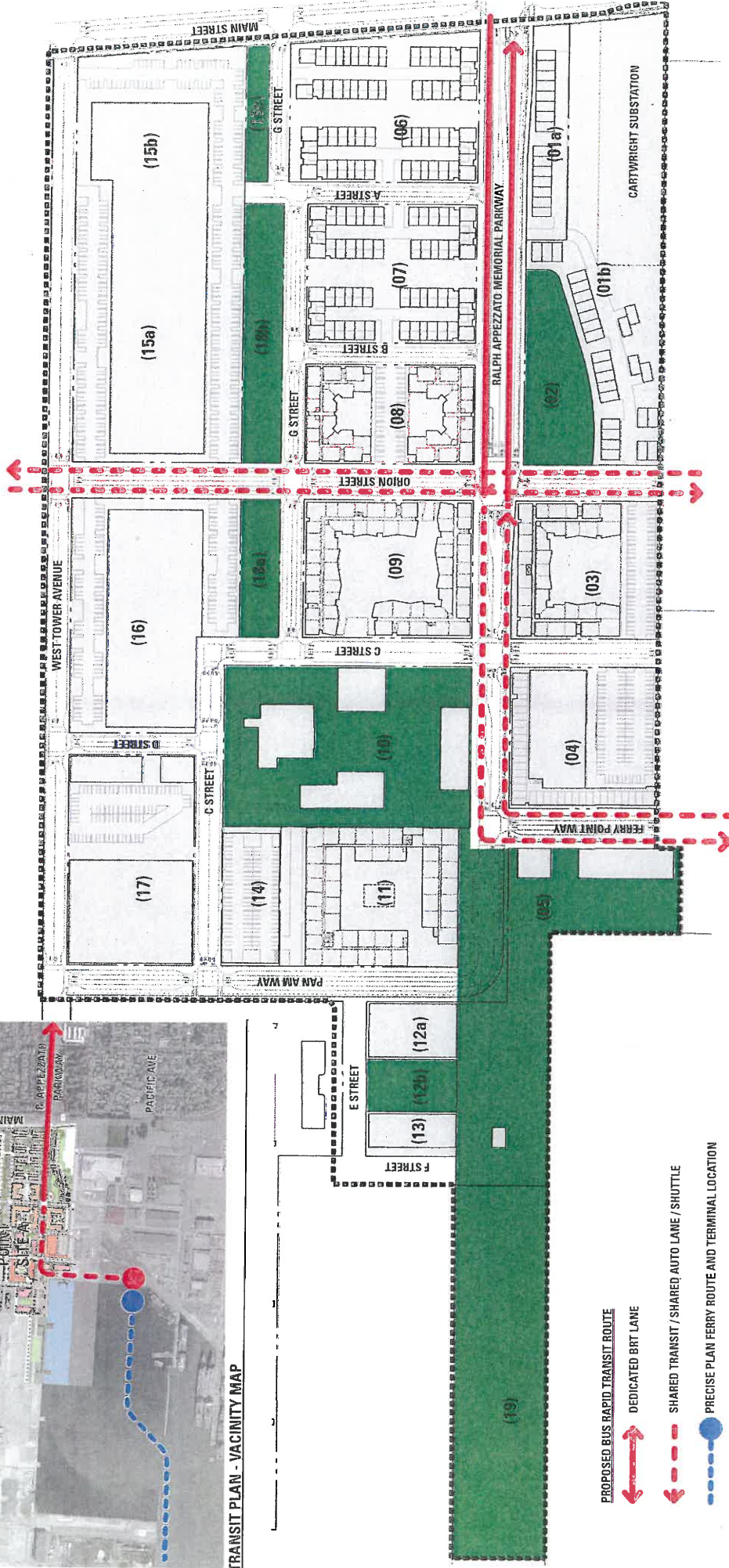


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TRANSIT PLAN - VICINITY MAP



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TRANSIT PLAN

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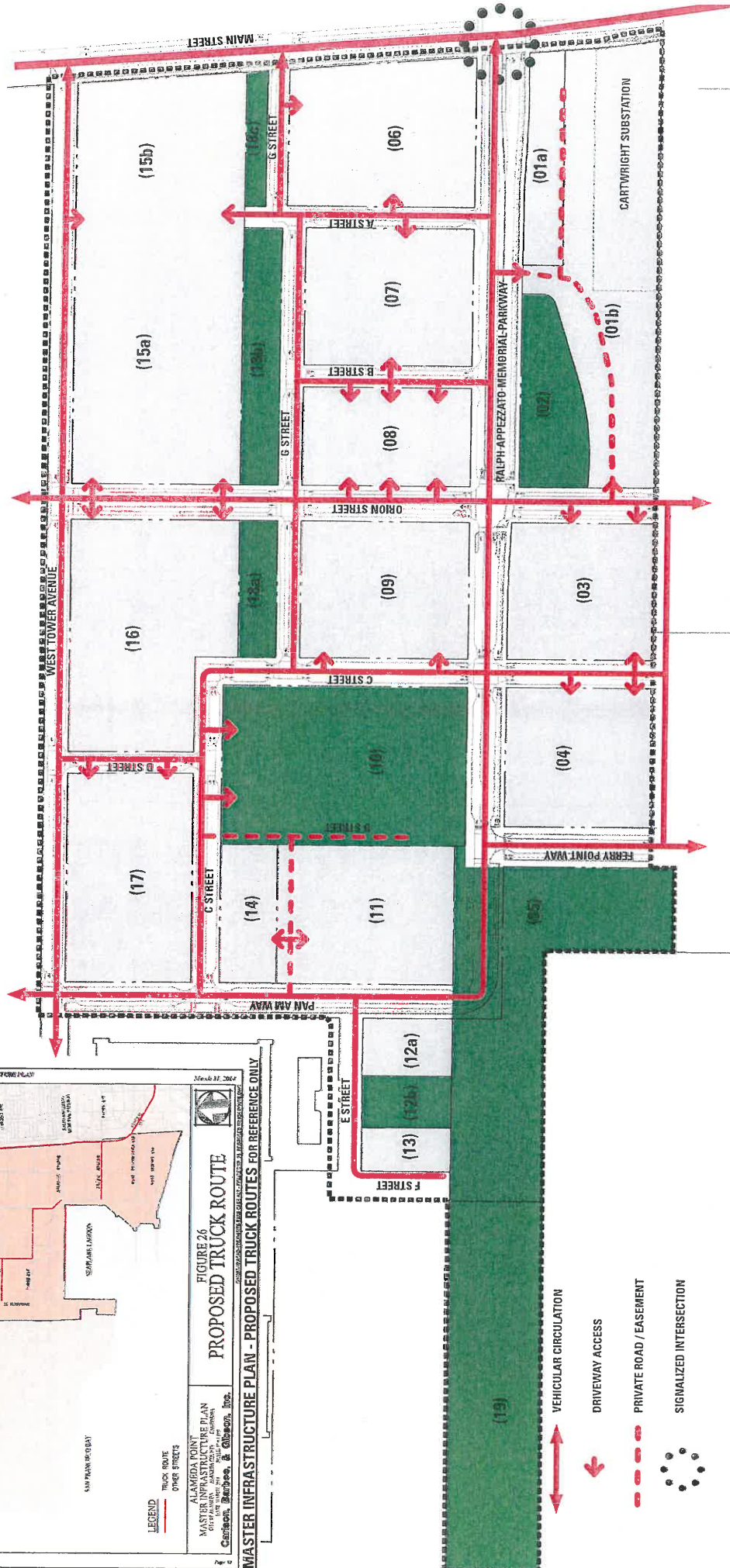
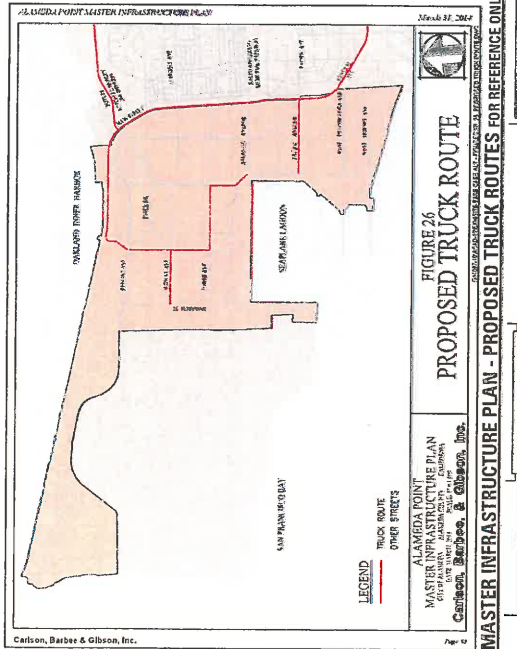
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Khan/Heim

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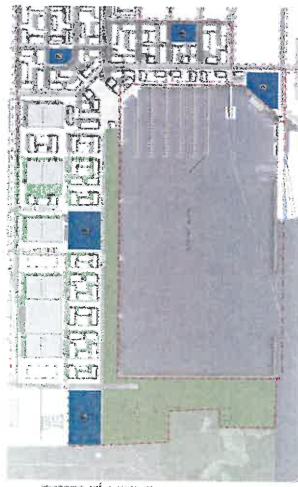
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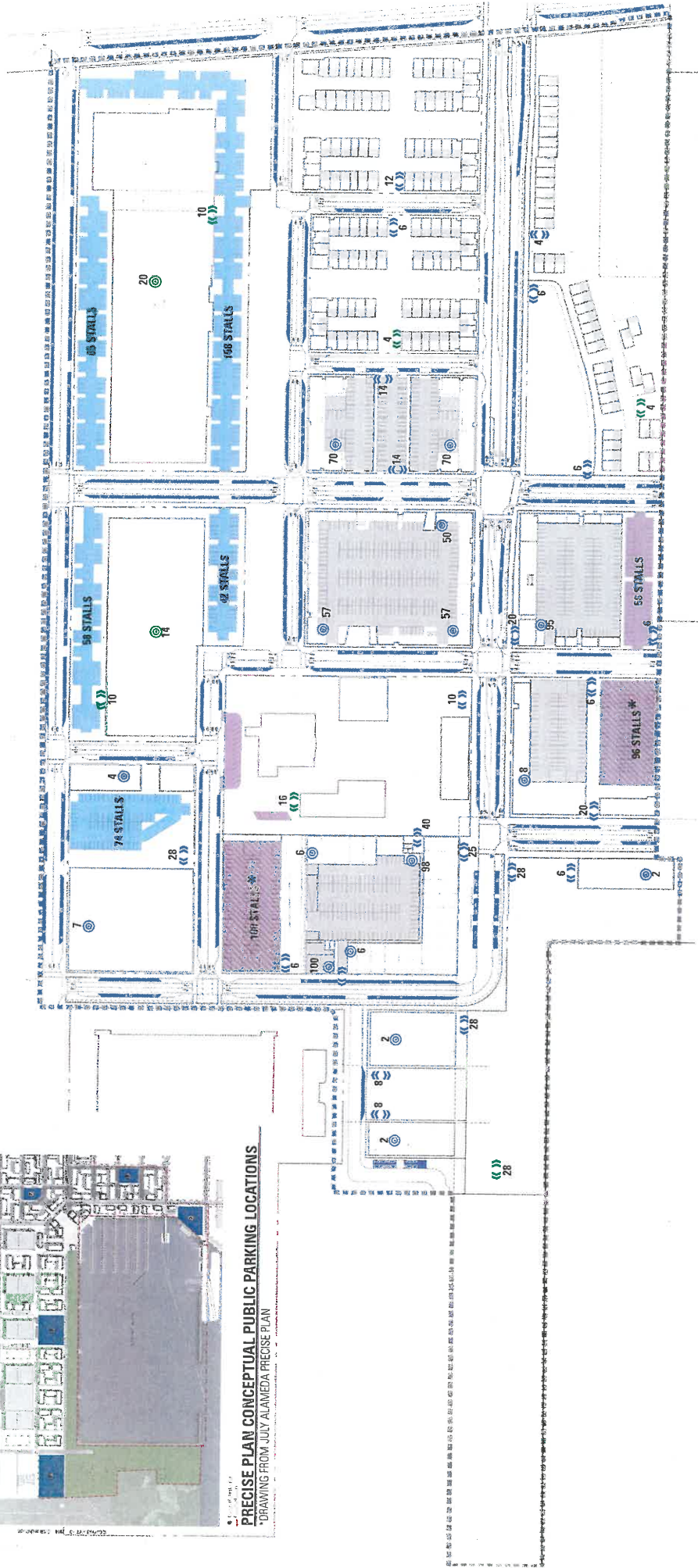


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PROPOSED VEHICULAR ACCESS



PRECISE PLAN CONCEPTUAL PUBLIC PARKING LOCATIONS
 "DRAWING FROM JULY ALAMEDA PRECISE PLAN"



- PRIVATE - RESIDENTIAL PARKING
- PUBLIC - ON-STREET PARKING (+/- 385 STALLS)
- PUBLIC - RETAIL PARKING - LOCATION OF POSSIBLE FUTURE PARKING STRUCTURE - STALL COUNT PROVIDED ASSUMES SURFACE LOT ONLY
- PUBLIC - SURFACE PARKING LOT - RETAIL (294 STALLS)
- PRIVATE - SURFACE PARKING LOT - COMMERCIAL (416 STALLS)
- CODE REQUIRED "LONG TERM BIKE PARKING" WITH STALL COUNT
- CODE REQUIRED "SHORT TERM BIKE PARKING" WITH STALL COUNT

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PUBLIC PARKING / BIKE PARKING PLAN

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OPEN SPACE

Site Plan - Open Space Districts.....	33
Waterfront Park & Plaza Character.....	34
Waterfront Park & Plaza Character.....	35
Waterfront Park & Plaza Plan.....	36
Waterfront Park & Plaza Perspective with Building 77.....	37
Promenade Perspective with Building 113.....	38
Waterfront Plaza Sections.....	39
Shared Use Plaza Section & Character.....	40
Urban Park Plan & Character.....	41
Urban Park Perspective with Building 67.....	42
Urban Park Character and Section.....	43
Neighborhood Park Character.....	44
Neighborhood Linear Park Plan & Section.....	45
Gateway Plan and Character.....	46
Gateway Character.....	47
Project Sustainability.....	48
Conceptual Stormwater Treatment Strategy.....	49



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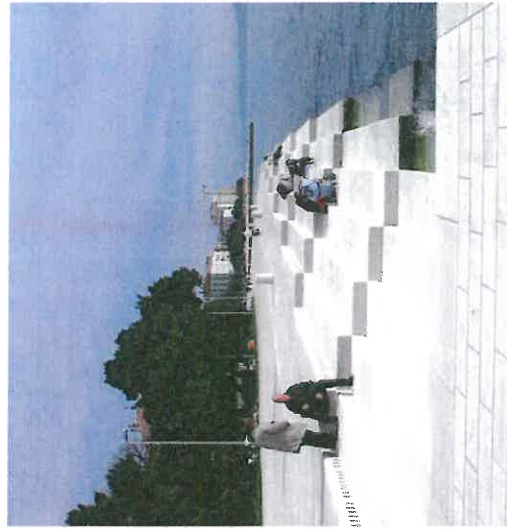
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ALAMEDA POINT | ALAMEDA, CA WATERFRONT PARK & PLAZA CHARACTER



ALAMEDA POINT | ALAMEDA, CA

WATERFRONT PARK & PLAZA CHARACTER

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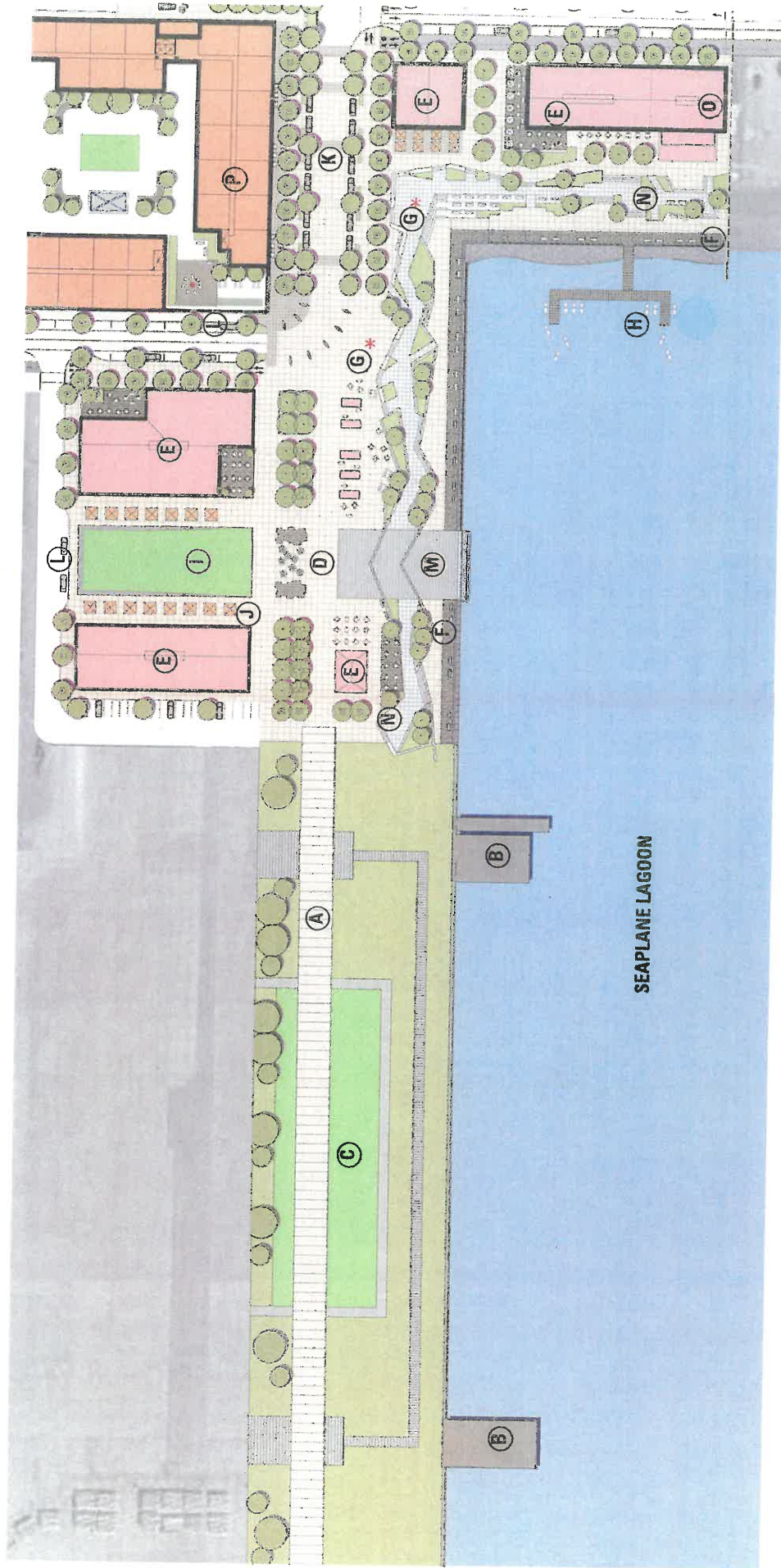
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- | | | | |
|------------------------------------|--|--------------------------------|---|
| A PARK PROMENADE | E RETAIL | I SLOPED EVENT LAWN | M HISTORIC VIEW CORRIDOR AND WATER ACCESS |
| B HISTORIC SEAPLANE RAMPS | F WATERFRONT PROMENADE | J POTENTIAL MARKET AREA | N WATER FRONT VIEWING TERRACE |
| C POTENTIAL RECREATION AREA | G SCULPTURE (*) | K SHARED USE PLAZA | O PROPOSED SMALL CRAFT RENTAL FACILITY |
| D WATERFRONT PLAZA | H FLOATING SMALL CRAFT/KAYAK LAUNCH | L DROP OFF ZONE | P RESIDENTIAL OVER GROUND FLOOR RETAIL & PARKING |
- *THIS SITE PLAN & BUILDING CONFIGURATIONS ARE ILLUSTRATIVE ONLY. ALL IMPROVEMENTS SUBJECT TO DESIGN REVIEW APPROVAL

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EXISTING CONDITIONS - BUILDING 77

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WATERFRONT PARK & PLAZA PERSPECTIVE WITH BUILDING 77

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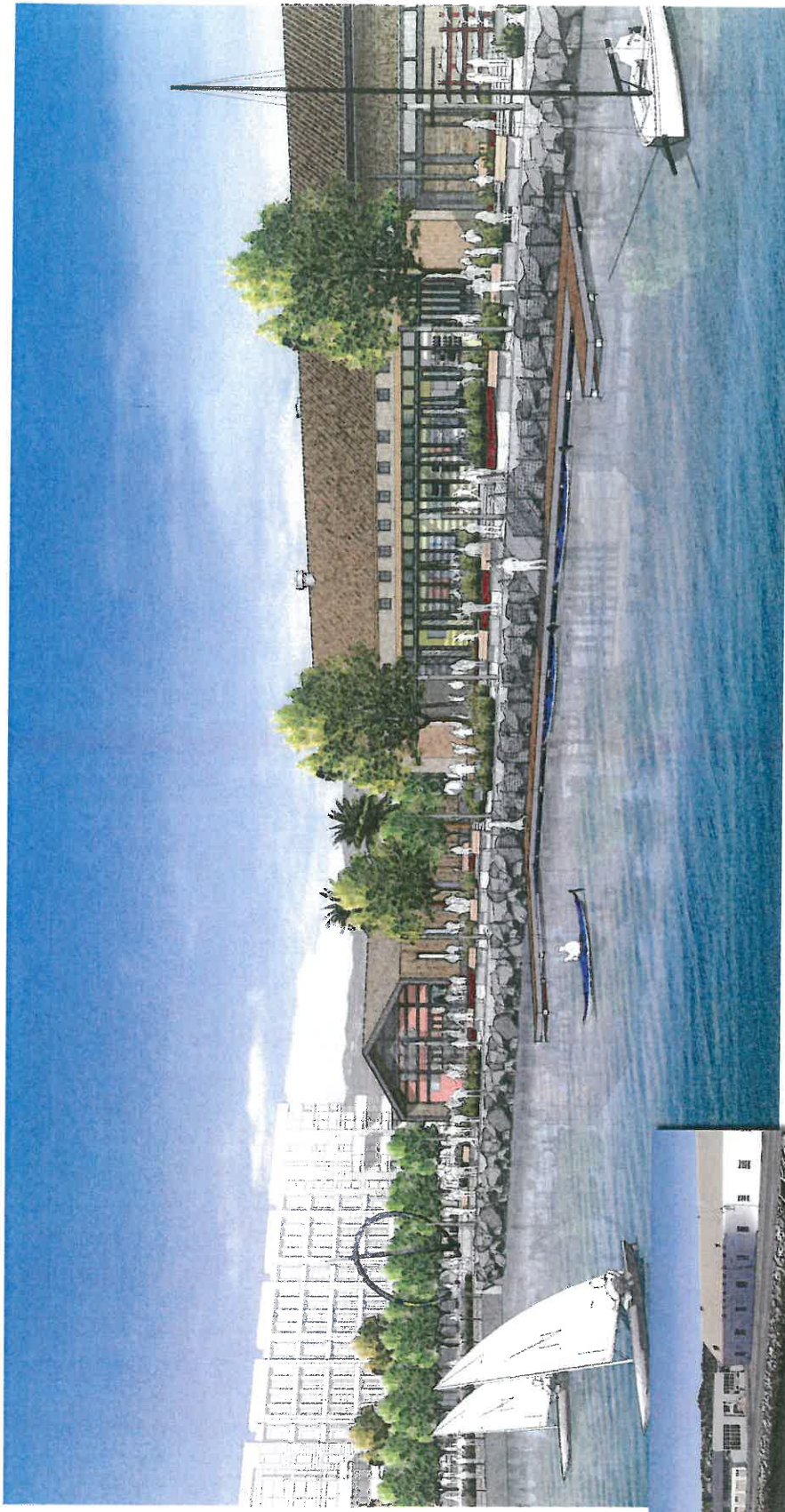
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EXISTING CONDITIONS - BUILDING 113

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PROMENADE PERSPECTIVE WITH BUILDING 113

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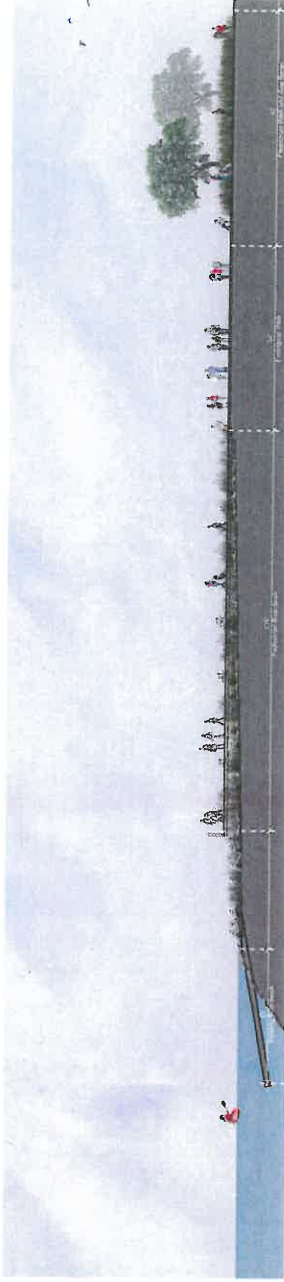
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Kaufmann

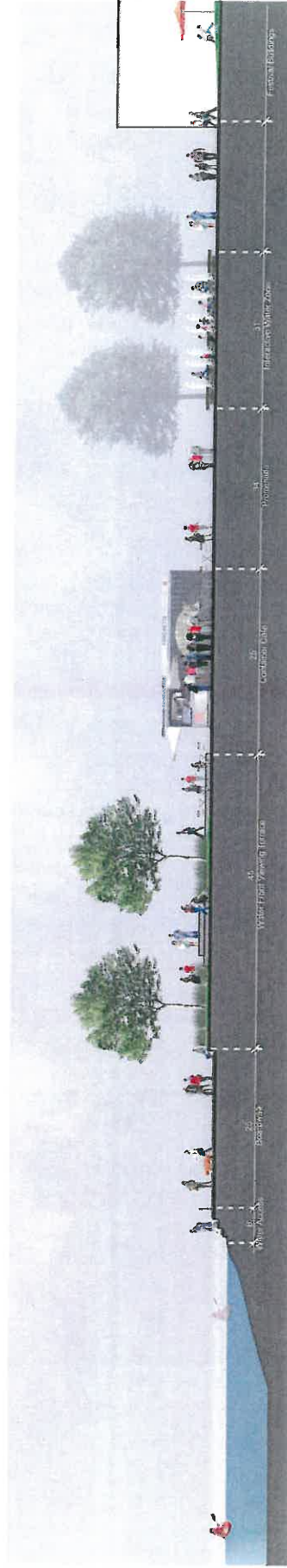
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SECTION A AT WATERFRONT PARK



SECTION B AT WATERFRONT PLAZA



SECTION C AT WATERFRONT ACCESS



KEY PLAN

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WATERFRONT PLAZA SECTIONS

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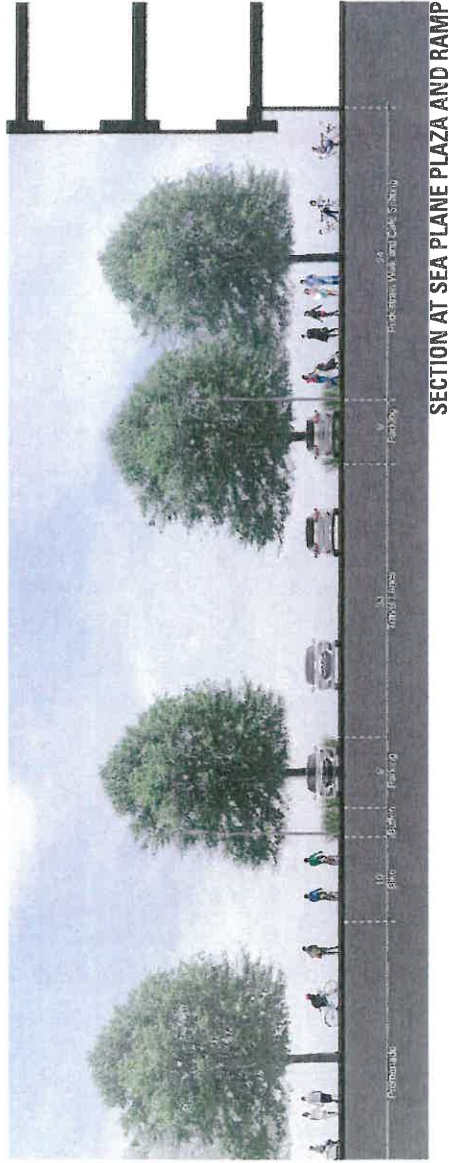
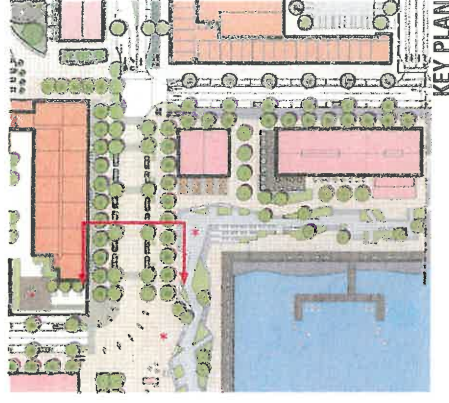
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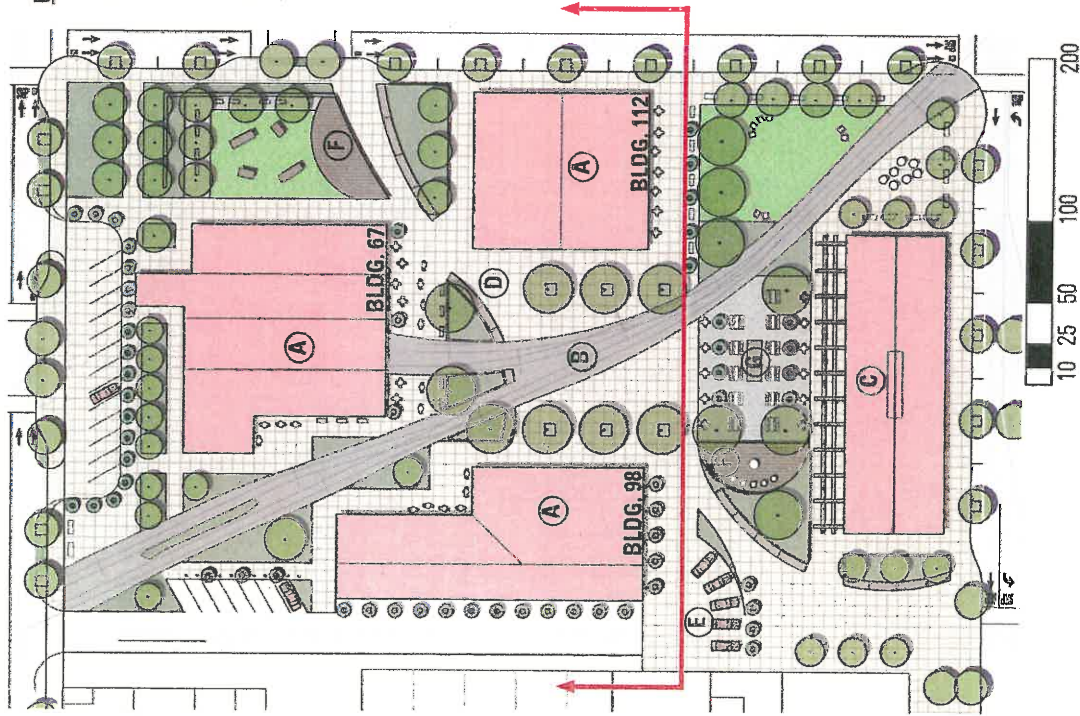
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SHARED USE PLAZA SECTION & CHARACTER

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URBAN PARK LEGEND

- A RETROFITTED EXISTING BUILDING
- B TRACKS IN PAVING AND PLANTING
- C CAFE/RETAIL/MAKER FOCUS
- D CENTRAL PLAZA
- E MEWS
- F WOOD DECK
- G BEER GARDEN

POSSIBLE PROGRAMS ELEMENTS INCLUDE:

- CAFE
- FAMILY PLAY AREA
- DINING/OUTDOOR EATING VENUES
- ART/SCULPTURE
- INTIMATE AND LARGER GATHERING OPPORTUNITIES



EXISTING BUILDING PHOTOS



PROPOSED CHARACTER
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URBAN PARK PLAN & CHARACTER



EXISTING CONDITIONS - BUILDING 67

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URBAN PARK PERSPECTIVE WITH BUILDING 67

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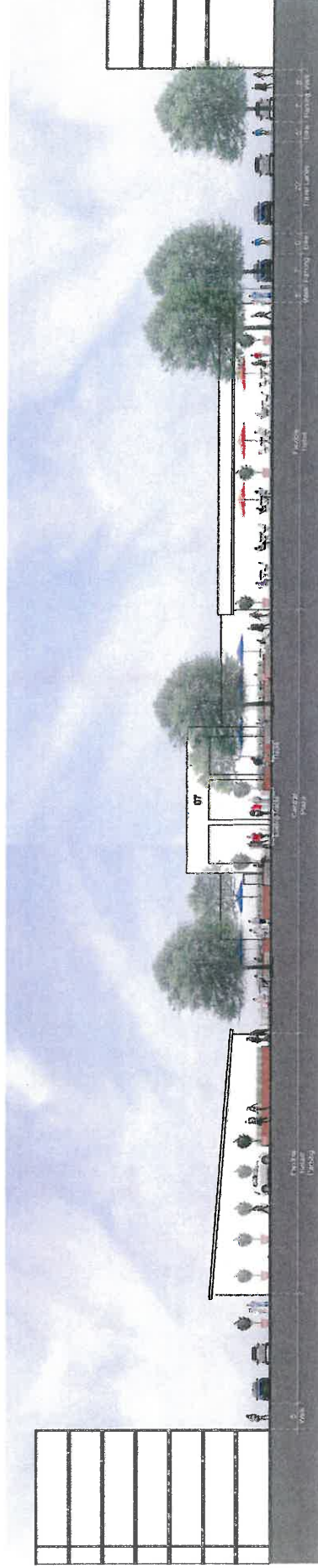
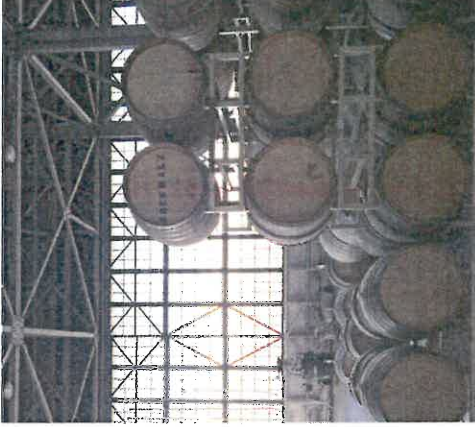
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Kaiser Permanente

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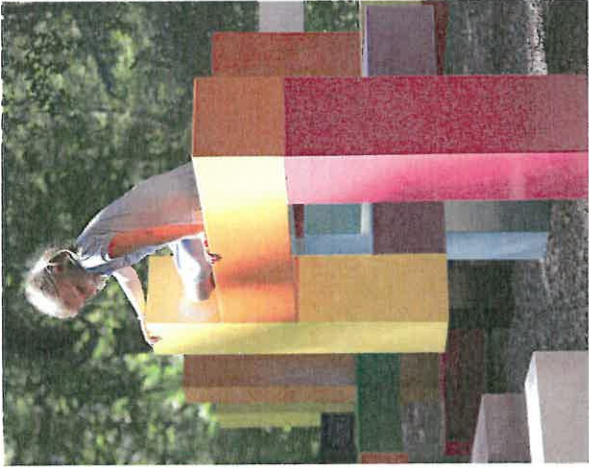
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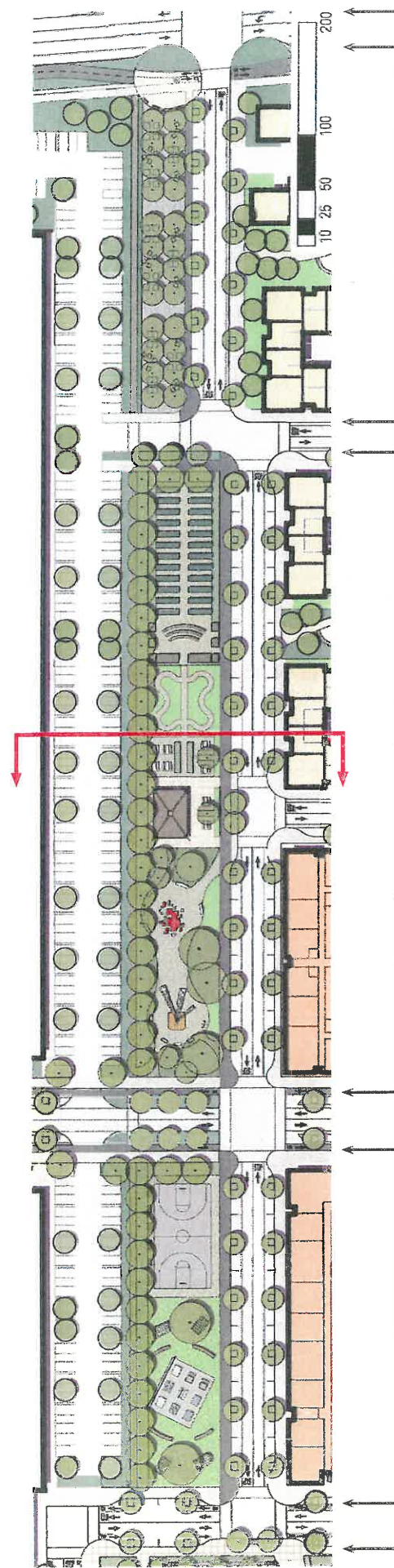


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ALAMEDA POINT | ALAMEDA, CA



ALAMEDA POINT | ALAMEDA, CA. NEIGHBORHOOD PARK CHARACTER



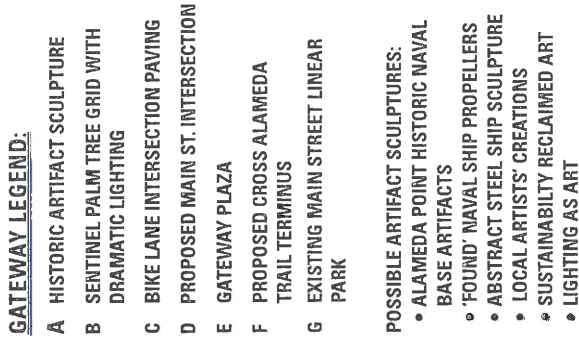
C STREET	WEST BLOCK: ACTIVE RECREATION POSSIBLE PROGRAMS ELEMENTS INCLUDE:	ORION	CENTRAL BLOCK: FAMILY & COMMUNITY ACTIVITIES POSSIBLE PROGRAMS ELEMENTS INCLUDE:	B STREET	EAST BLOCK: LEISURE ZONE & ENTRY POSSIBLE PROGRAMS ELEMENTS INCLUDE:	MAIN STREET
	• FITNESS STATION • HAMMOCKS • BASKETBALL COURT		• DISCOVERY PLAY ZONE • BARBECUE SHELTER & PICNIC AREA • SITTING GARDEN WITH NATIVE PLANTS • OUTDOOR CLASSROOM & UTILITY SHEDS • COMMUNITY GARDEN		• GAME TABLES (PING PONG/CHESS/ETC.) • BOCCIE COURT • ENTRY PLAZA • MOVEABLE FURNITURE • SHADE GROVE	

*THIS SITE PLAN & BUILDING CONFIGURATIONS ARE

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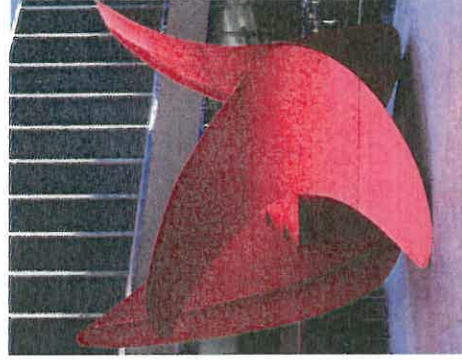
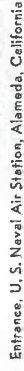
NEIGHBORHOOD LINEAR PARK PLAN & SECTION

ALAMEDA, CA.



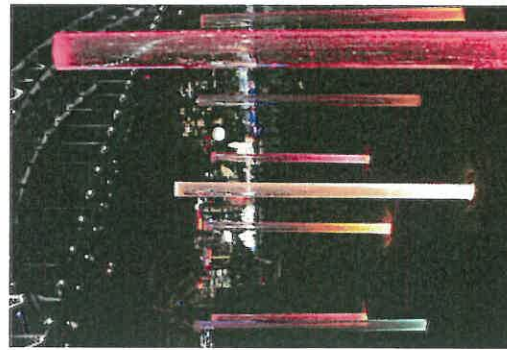
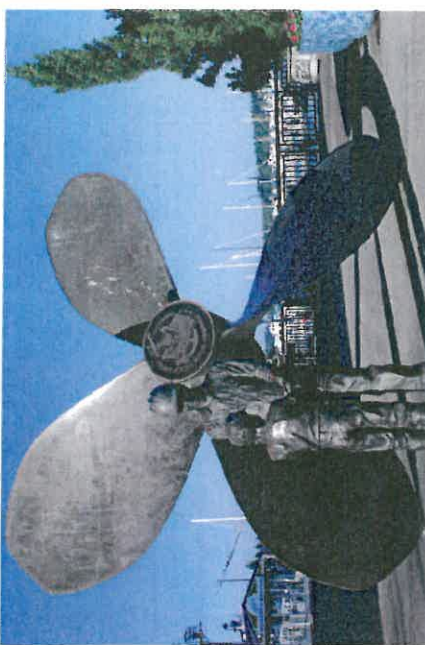
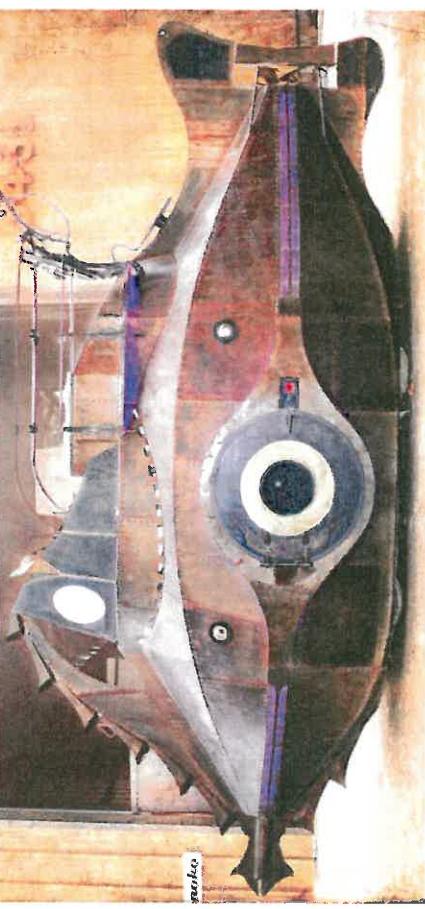
- A HISTORIC ARTIFACT SCULPTURE
- B SENTINEL PALM TREE GRID WITH
DRAMATIC LIGHTING
- C BIKE LANE INTERSECTION PAVING
- D PROPOSED MAIN ST. INTERSECTION
- E GATEWAY PLAZA
- F PROPOSED CROSS ALAMEDA
TRAIL TERMINUS
- G EXISTING MAIN STREET LINEAR
PARK

- **ALAMEDA POINT HISTORIC NAVAL BASE ARTIFACTS**
- **'FOUND' NAVAL SHIP PROPELLERS**
- **ABSTRACT STEEL SHIP SCULPTURE**
- **LOCAL ARTISTS' CREATIONS**
- **SUSTAINABILITY RECLAIMED ART**
- **LIGHTING AS ART**

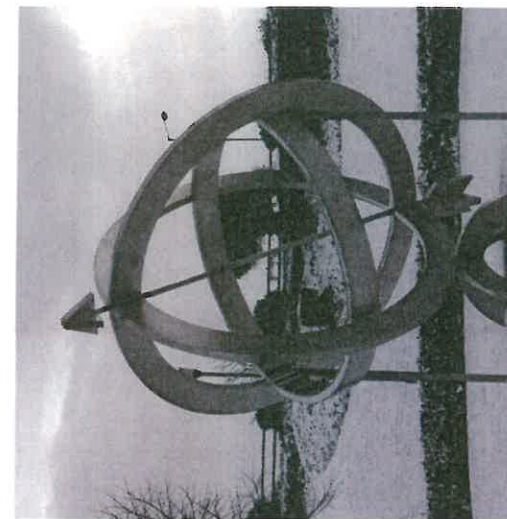


GATEWAY PLAN AND CHARACTER

*SCULPTURE PIECE USING RECLAIMED MATERIAL



*ALAMEDA POINT NAVAL BASE ARTIFACTS USED AS ART

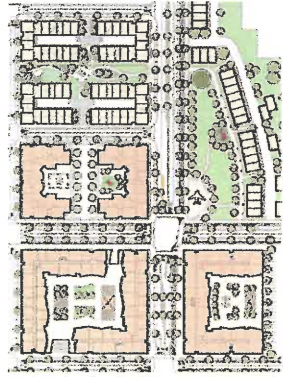


ALAMEDA POINT | ALAMEDA, CA

GATEWAY CHARACTER

ALAMEDA POINT SITE A – SUSTAINABLE DESIGN:

- THE FOLLOWING PROJECT FEATURES ARE DESIGNED TO REDUCE GREENHOUSE GAS EMISSIONS AND COMBAT CLIMATE CHANGE:
- PRESERVATION AND REUSE OF EXISTING BUILDINGS REDUCES WASTE, ENERGY USE AND GREENHOUSE GAS EMISSIONS DURING CONSTRUCTION;
- MIXED USE DEVELOPMENT ENCOURAGES ALTERNATIVE TRANSPORTATION USAGE;
- SITE PLANNING MAXIMIZES PUBLIC OPEN SPACE, INCREASING PERVIOUS SITE AREAS WHICH LEADS TO A REDUCTION IN STORM-WATER RUNOFF AND THE URBAN HEAT ISLAND EFFECT;
- ON-SITE TRANSPORTATION SERVICES, REDUCED PARKING, ON-SITE BICYCLE SERVICES (E.G., THE ON-SITE "BICYCLE KITCHEN" FOR BICYCLE REPAIRS, TIRE INFLATION, AND BICYCLE RENTALS) AND BICYCLE RACKS PROMOTE ALTERNATIVE TRANSPORTATION FROM AUTOMOBILES;
- INTEGRATED DESIGN PROCESS THAT ANALYZES AND APPLIES TECHNOLOGIES TO REDUCE GREENHOUSE GAS EMISSIONS;
- BUILDING DESIGN CONSISTENT WITH A LEED SILVER DESIGNATION OR ITS EQUIVALENT REDUCES GREENHOUSE GAS EMISSIONS FROM BUILDING HEATING, COOLING, AND OPERATIONS;
- BAY FRIENDLY LANDSCAPE MATERIALS THAT REDUCE GREENHOUSE GAS EMISSION FROM LANDSCAPE MAINTENANCE AND REDUCED WATER USE;
- ELECTRIC VEHICLE CHARGING STATIONS IN PARKING FACILITIES PROMOTE A REDUCTION IN AUTOMOBILE EMISSIONS.



SMALL BLOCK SIZES -
WALKABLE NEIGHBORHOODS



ADAPTIVE REUSE -
PRESERVE OUR RESOURCES



NATURAL DAYLIGHTING
REDUCE ENERGY USAGE



NATIVE, DROUGHT TOLERANT
PLANTINGS
TO CONSERVE WATER USE



STORMWATER CAPTURE
FOR A CLEAN BAY



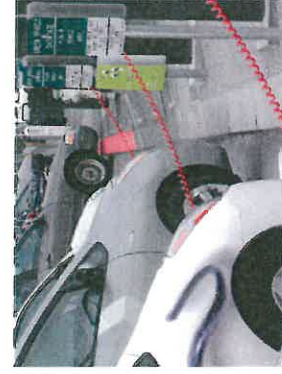
MAXIMIZE OPEN SPACE/PARKS
TO BUILD COMMUNITY



DEDICATED BIKE PATHS
AND BIKE PARKING -
REDUCE VEHICLE DEMAND



CAR SHARE PARKING -
REDUCE VEHICLE DEMAND &
PROMOTE SHARED ECONOMY



CAR CHARGING STATIONS -
PROMOTE A REDUCTION IN
FOSSIL FUEL USE



ACCESS TO TRANSIT -
BRT / BUS / FERRY
REDUCE VEHICLE DEMAND

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PROJECT SUSTAINABILITY

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Exhibit C

Infrastructure Package

**ALAMEDA POINT SITE A
INFRASTRUCTURE PLAN**

ALAMEDA POINT SITE A INFRASTRUCTURE PACKAGE

EXHIBIT 1: SITE A – DEMOLITION BY PHASE

EXHIBIT 2: NORTHERN BULKHEAD WALL REPAIR CONCEPTUAL DESIGN

EXHIBIT 3: ALAMEDA POINT – BACKBONE ROADWAY INFRASTRUCTURE PHASING

EXHIBIT 4: SITE A – PHASING

EXHIBIT 5: ALAMEDA POINT – UTILITY PHASING (GAS)

EXHIBIT 6: ALAMEDA POINT – UTILITY PHASING (ELECTRICAL DISTRIBUTION)

EXHIBIT 7: ALAMEDA POINT – UTILITY PHASING (WATER)

EXHIBIT 8: ALAMEDA POINT – UTILITY PHASING (RECYCLED WATER)

EXHIBIT 9: ALAMEDA POINT – UTILITY PHASING (STORM DRAIN)

EXHIBIT 10: ALAMEDA POINT – UTILITY PHASING (SANITARY SEWER)

EXHIBIT 11: ALAMEDA POINT – UTILITY PHASING (TEL/DATA)

EXHIBIT 12: SITE A – PARK & OPEN SPACE PHASING

Proposed infrastructure improvements would be consistent with the MIP¹ for the development of Site A. The proposed infrastructure improvements are generally described below. In addition, see the attached illustrative figures that depict the proposed infrastructure improvements. The descriptions and figures are preliminary and subject to change through the Tentative Map process and once detailed designs are completed.

In addition to the proposed improvements described below, the necessary improvements would be installed to maintain access and utility service to the existing tenants and areas within Alameda Point until the development of Site A is complete consistent with the MIP.

Streetscape, Circulation, and Parking

Site A would be developed with a “complete streets” transportation network that would support a variety of modes of transportation, and would provide pedestrian, bicycle, and transit facilities. New roadways would be constructed, and existing roadways would be re-aligned, resulting in a grid street network on the site. West Atlantic Avenue would be realigned and renamed as an extension of RAMP from east of Main Street. RAMP would serve as a gateway to Site A. The project frontage along Main Street would be landscaped, and the portion of the Bay Trail along Main Street from RAMP to West Tower Avenue would be constructed. Intersection improvements would be made at RAMP and Main Street to improve signalization, and vehicular, pedestrian, and bicycle circulation.

The street system would include regional arterials, such as Main Street and RAMP; collector streets, such as Pan Am Way; and a network of local streets with connecting alleys. Sidewalks would be constructed along streets, with widths varying between 6 and 15 feet, based on street right-of-way sections. In addition, bicycle facilities—including separated bicycle paths, shared pedestrian and bicycle paths, and bicycle lanes with painted buffer strips—would be constructed throughout the site. A dedicated bus rapid transit lane would be constructed along a portion of the RAMP extension.

Transportation Demand Management Measures

Site A would implement capital facilities in support of the Site A Transportation Demand Management (TDM) Strategy consistent with the Alameda Point TDM Plan. These capital facilities will include construction of surface parking lots within Site A consistent with the Development Plan, installation of parking meters within Site A, a bike share station and loaner bikes, among other facilities necessary to implement the TDM Compliance Strategy.

Utilities and Site Improvements

The MIP describes the planned backbone infrastructure, anticipated to consist of new infrastructure installed to support the uses in Site A. The backbone infrastructure is the major framework of streets and utilities, generally based on the existing street grid within Site A.

The MIP outlines potential corrective geotechnical and flood protection improvement measures. In addition, the proposed utility systems described in the MIP include stormwater, wastewater, potable water, recycled water, electrical, natural gas, and telecommunication systems. Each of these systems is anticipated to connect to existing reliable public facilities at the perimeter of Site A. The proposed electrical system would connect to the existing Cartwright Substation, which is in Site A near the intersection of West Atlantic Avenue (future RAMP) and Main Street.

¹ Carlson, Barbee, Gibson, Inc., 2014. Master Infrastructure Plan, Alameda Point, Alameda, California. March 31.

Flood Protection, Sea-Level Rise Strategy, Soil Improvements, and Site Grading. Consistent with the EIR and MIP evaluated therein, the proposed project would construct flooding and sea-level rise protection. Perimeter flood protection measures would be constructed for integration with the sea-level rise adaptive management strategy for Alameda Point. Along the northern and eastern perimeter of the Seaplane Lagoon, shoreline flood protection improvements would be installed to a minimum elevation of 7.6 feet (City Datum) along Site A, based on the MIP design criteria 100-year tide, plus 24-inch sea-level rise, plus 1-foot wind/wave run-up, plus 1-foot freeboard. The existing seawall along the northern perimeter of the Seaplane Lagoon would be retrofitted along Site A. Geotechnical corrective measures to address liquefaction potential and stabilize the building sites may include soil improvement techniques such as soil-cement mixed columns, drilled displacement columns, stiffened foundations, and/or piles. In addition, the site would be graded to achieve the minimum required elevations per the MIP. Portions of the site would be raised up to 3 feet above the existing ground level. The existing buildings to be repurposed will remain at their current finished floor elevations.

Natural Gas. A new natural-gas-distribution system would be installed throughout Site A, replacing the existing natural gas system in phases consistent with the development build-out. This system would connect to the existing 8-inch main near the intersection of West Atlantic Avenue and Main Street. The proposed gas facilities would be constructed in the backbone streets in a phased implementation. The new natural gas distribution system would be designed and constructed in accordance with Pacific Gas and Electric's regulations, standards, and specifications.

Electricity. The existing overhead transmission lines in Site A would be replaced with a new underground electric distribution system from the Cartwright Substation, in phases consistent with the development build-out. The proposed electric distribution system would consist of new underground conduits, vaults, boxes, and pads that can accommodate 15-kV-rated cables, transformers, switches, and other utility distribution equipment, including its supervisory control and data acquisition communication monitoring and controls. The electrical conduits and cables would be placed in a joint utility trench along the backbone streets. This trench would also accommodate the natural gas, telephone, cable television, possible ancillary fiber optic cable systems, and streetlight facilities. The new underground electric distribution system and joint utility trench would be designed and constructed in accordance with Alameda Municipal Power's regulations, standards, and specifications.

Potable Water Improvements. The existing water system would be replaced with a new potable water distribution system in phases consistent with the development build-out. The proposed distribution pipelines would connect to the existing East Bay Municipal Utility District (EBMUD) water facilities in Main Street. The proposed distribution system would range in size from 8 inches to potentially 16 inches in diameter. The proposed water distribution facilities would be installed in the backbone streets, providing potable and fire water to the proposed project.

Recycled Water. A network of recycled water pipelines is anticipated to be constructed in the proposed rights-of-way of major backbone streets, and would range in size from 6 to 12 inches to serve the open space and public landscaping. The recycled water facilities would be designed and constructed in accordance with EBMUD's regulations, standards, and specifications, should provisions for a permanent source be available.

Stormwater. A new stormwater collection system would be constructed, consisting of pipelines, manholes, inlets, pump stations, trash capture devices, and outfalls. The new stormwater system would be designed to convey the 25-year design storm with 6 inches of minimum freeboard. Additionally, the system would accommodate the 100-year storm, with a maximum ponding in the streets of up to the top of curb at low points in the street profiles. A new stormwater outfall would replace an existing outfall toward the northeastern edge of the Seaplane Lagoon. This new outfall would convey stormwater runoff

from Site A into the Bay, and would include tide valves to prevent tidal influences in the system as well as a trash capture device to prevent the discharge of trash to the Bay. Due to high groundwater table, and the limited potential for collecting and reusing stormwater, the proposed project would implement low-impact development principles for the management and treatment of stormwater runoff. Although much of the system would be gravity-based, pumping may be necessary to convey treated flows to bioretention areas.

Wastewater. The proposed project would replace the existing wastewater system with a new wastewater collection system that would be owned and operated by the City of Alameda. The proposed collection system would include gravity pipelines ranging in size from 8 inches to 24 inches in diameter, and lift/pump station(s) and force main pipelines. The proposed wastewater collection facilities would be installed in the backbone streets in Site A and extending to connect to EBMUD's existing Pump Station R at the Main Gate. Pump Station R conveys wastewater flows to the EBMUD treatment plant in Oakland.

New Telecommunications Systems. New telecommunications systems, including telephone and cable television, would be installed. Additional empty conduits would be installed to accommodate the implementation of fiber optics by other service providers. These systems would connect to the existing systems east of Site A, near Main Street.

Parks and Open Space

Site A would be developed with three distinct park-themed areas or districts; each district would have a unique character and programming intended to create accessible and walkable community open space, as described below. A portion of the Bay Trail would be constructed along the northeastern edge of the Seaplane Lagoon, along the southern edge of RAMP to Main Street, and along the Site A frontage on Main Street, generally from RAMP north to West Tower Avenue. In addition to the public open spaces/parks described below, private open space would be developed for the residential uses.

The Waterfront Park District would include an approximately 7.23-acre park along the shoreline of the Seaplane Lagoon. Amenities would be designed for water-oriented activities and views, and would include pedestrian walks, bicycle paths, vista points, seat/rest areas, flexible plaza space for events, and access to the water.

The Urban Park District would include an approximately 3.05-acre adaptive reuse park, with spaces for retail uses such as cafés, markets, and seating; and would provide pedestrian walks, bicycle paths, and flexible open-space zones. The park would be designed to provide information about the former uses of the base, and salvaged post-industrial materials such as train tracks would be integrated into the design.

The Neighborhood Park District would provide an approximately 1.15-acre park along RAMP, the main entry road, which would retain the existing Corsair II aircraft display and existing Cypress tree along the southern edge of RAMP. In addition, an approximately 1.35-acre linear neighborhood park would be constructed along G Street. Amenities would include areas for informal picnicking, seating, bicycle paths, and areas for active uses such as a crossfit station and a tot-lot area.

Phasing and Construction

Site A would be constructed in three phases, with demolition, grading and flood protection improvements preceding each phase, and utility and street infrastructure constructed prior to completion of vertical construction for each phase. Refer to Exhibits 1 through 12 for diagrams depicting the conceptual phasing of site preparation, utilities, and parks. Temporary improvements would be installed as needed to connect to adjacent facilities and roadways to provide access and utilities to the existing tenants within Alameda Point until future development occurs.

The proposed project infrastructure improvements would be phased to accommodate the scheduled build-out of the residential, retail, commercial, parks, and open space planned for each phase of development. All below-grade utility and street surface improvements that are necessary to comply with the local, state, and federal requirements and applicable law would be completed to deliver a fully functional phase. The phasing of the infrastructure improvements may vary depending on final build-out mix and need. All local in-tract streets (streets within the parcels) necessary to provide access and utility connections would be constructed in the appropriate phase. Each phase would also require interim connections and transitions from the permanent improvements to the existing utilities and roadway sections.

Phase 1

Phase 1 would generally involve the construction of buildings, parks, streets, and utilities between Main Street on the east and Pan Am Way on the west, and between G Street/C Street on the north and RAMP on the south. In addition, existing buildings outside of Phase 1—such as Building 113, Building 117, Building 118, and Building 162—may be occupied with uses consistent with the Town Center Plan during any phase.

Installation of underground utilities and surface street improvements would occur first at the intersection of Main Street and RAMP, and then extend toward the western connection at Pan Am Way. Phase 1 street improvements would include construction of RAMP, A, B, C, and G streets, as well as Orion Street between RAMP and G Street, and Pan AM Way in front of Parcel 11. Main Street frontage improvements, including landscaped parkways and Bay Trail improvements adjacent to the Phase 1 areas described above, would be constructed during Phase 1.

Phase 1 would include the installation of the proposed wastewater system extending to EBMUD's existing Pump Station R located near the Main Gate.

Phase 1 would also include flood protection improvements within and improvements to the waterfront park and shore edge along the Seaplane Lagoon, from the northeastern corner to approximately 500 lineal feet to the west. The approximately 3.05-acre urban park and the approximately 1.35-acre linear neighborhood park along G Street would be constructed during this phase.

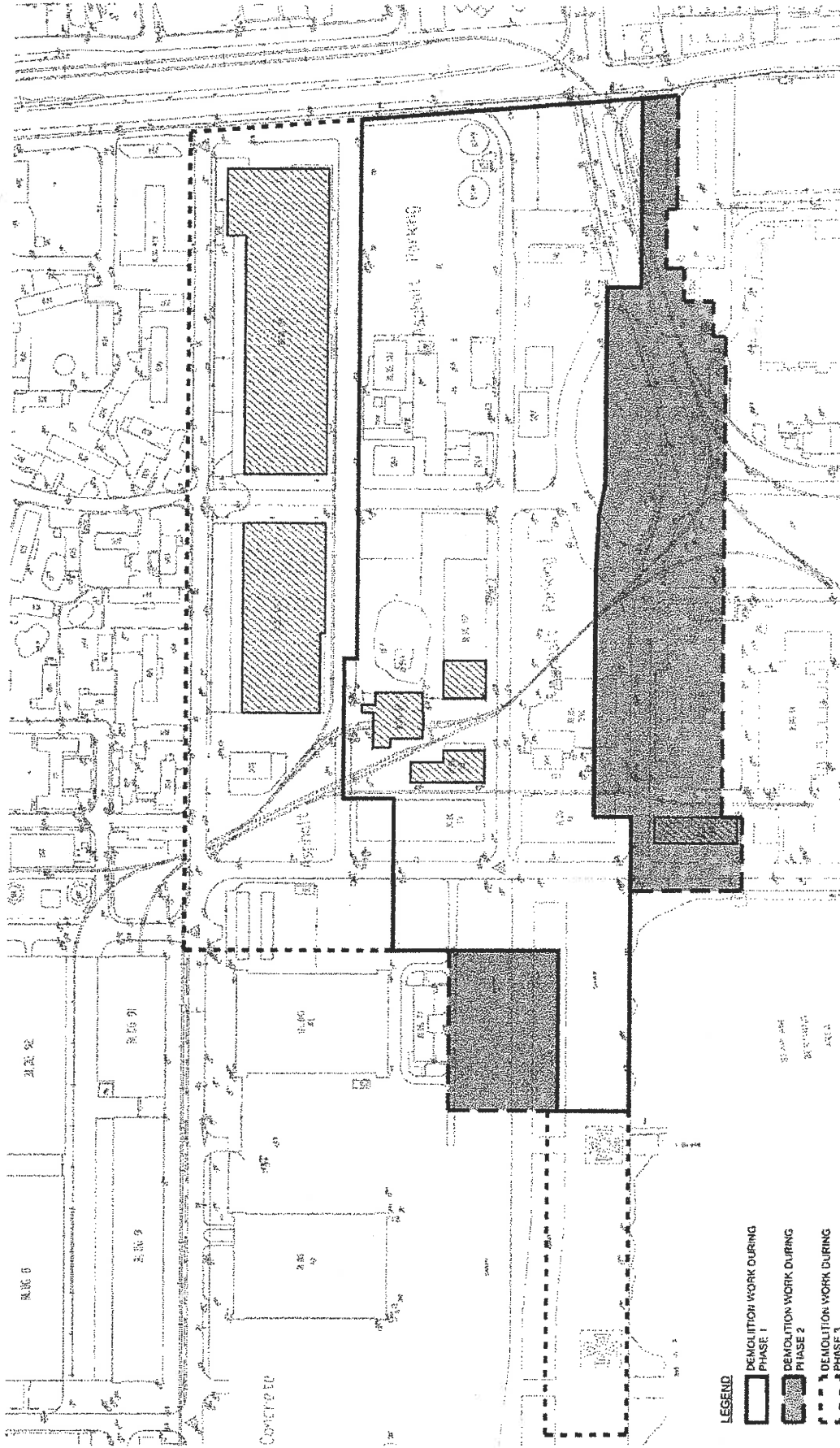
Phase 2

Phase 2 would involve the construction of buildings, parks, streets, and utilities south of RAMP, between Main Street on the east and the Seaplane Lagoon on the west, as well as between Pan Am Way and F Street. Installation of underground utilities and street surface improvements would include Orion and C streets and Ferry Point Way from RAMP to the southern edge of Site A; E Street from Pan Am Way to the west; and F Street.

Phase 2 would also include construction of the flood protection improvements and waterfront park along Seaplane Lagoon, from RAMP to the south of Site A, covering approximately 275 lineal feet; as well as construction of the approximately 0.54-acre park on Parcel 12. In addition, the approximately 1.15-acre neighborhood park space along RAMP would be constructed during this phase.

Phase 3

Phase 3 would involve the construction of buildings, parks, streets, and utilities generally north of G and C streets, and generally from Main Street to Pan Am Way. Phase 3 would also include the extension of Orion Street and Pan Am Way improvements north to West Tower Avenue, and construction of D and C streets. The final Seaplane Lagoon flood protection and park improvements would be installed along the western edge of Site A on Parcel 19.



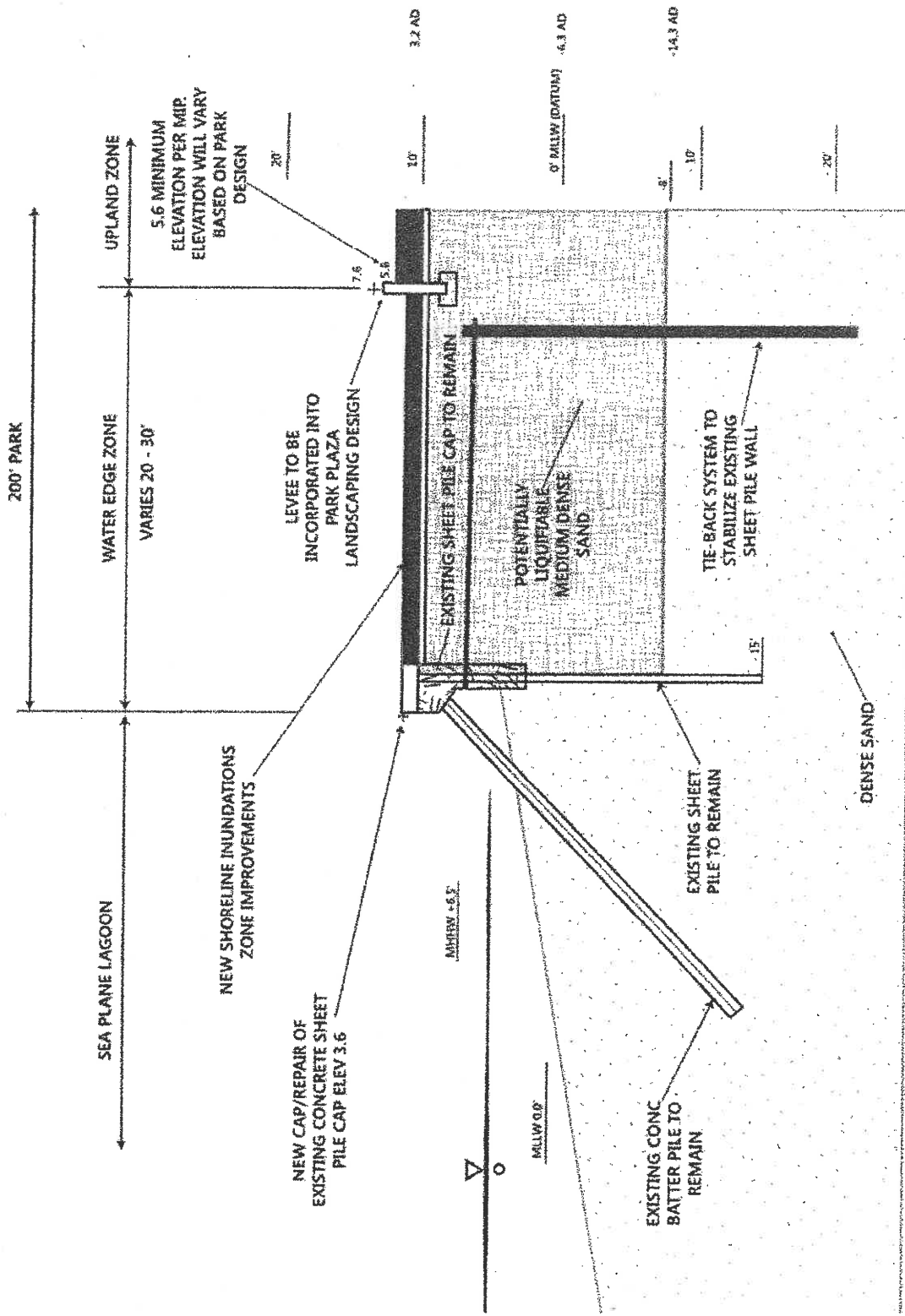
- LEGEND**
- DEMOLITION WORK DURING PHASE 1
 - DEMOLITION WORK DURING PHASE 2
 - DEMOLITION WORK DURING PHASE 3
 - EXISTING BUILDING TO REMAIN
 - EXISTING BUILDING TO BE DEMOLISHED

EXHIBIT 1 SITE A - DEMOLITION BY PHASE

04/29/2015

THIS FIGURE IS ILLUSTRATIVE AND SUBJECT TO
CHANGE ONCE DETAILED DESIGNS ARE COMPLETE.

NOT TO SCALE



NORTH BULKHEAD WALL REPAIR CONCEPTUAL DESIGN

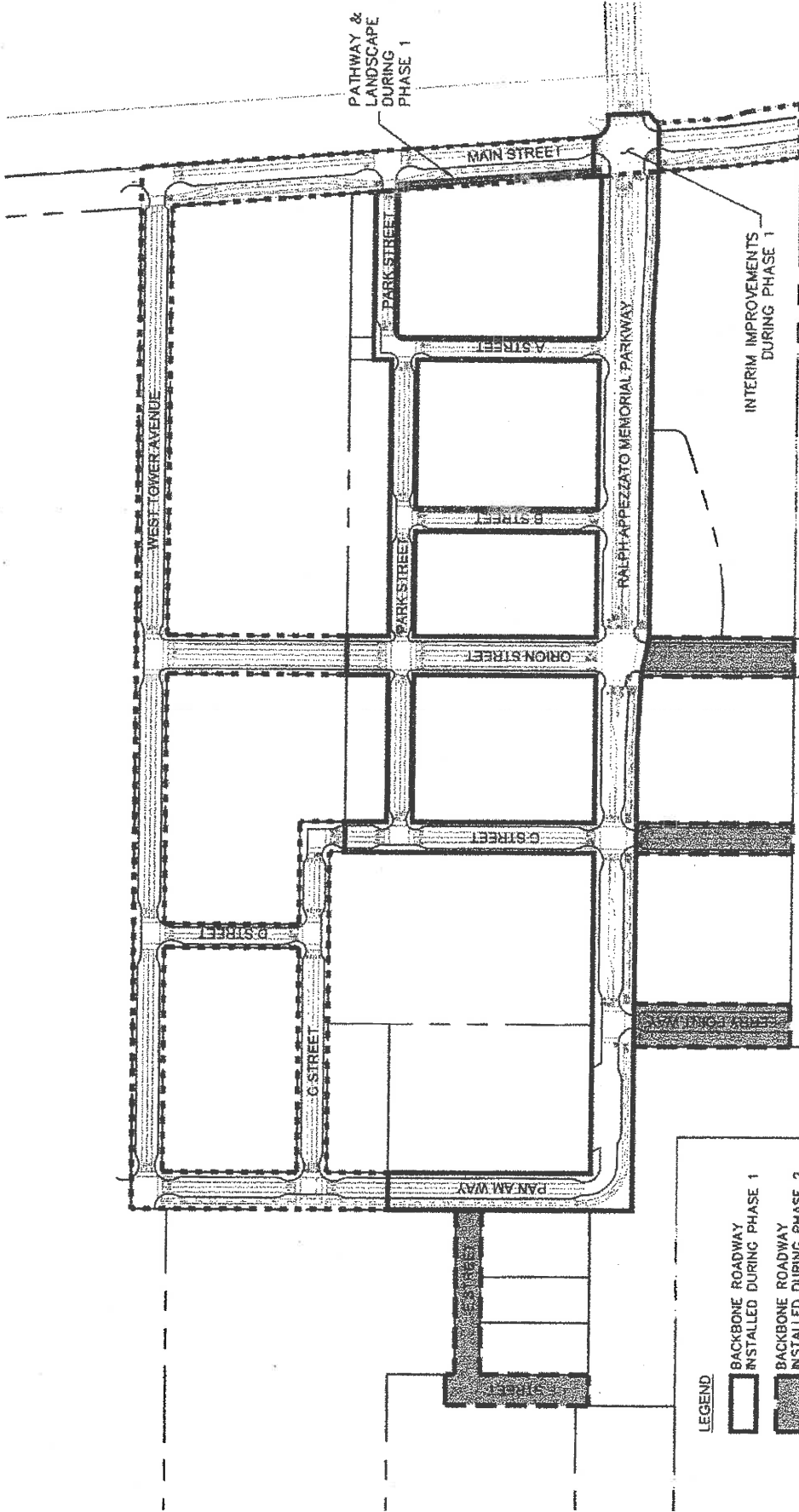
EXHIBIT 2
CONCEPTUAL GRADING, SEA LEVEL RISE & SHORELINE PROTECTION STRATEGY

THIS FIGURE IS ILLUSTRATIVE AND SUBJECT TO
 CHANGE ONCE DETAILED DESIGNS ARE COMPLETE.

04/29/2015

2 OF 2

NOT TO SCALE



- LEGEND
- BACKBONE ROADWAY INSTALLED DURING PHASE 1
 - BACKBONE ROADWAY INSTALLED DURING PHASE 2
 - BACKBONE ROADWAY INSTALLED DURING PHASE 3

EXHIBIT 3
ALAMEDA POINT - BACKBONE ROADWAY INFRASTRUCTURE PHASING

04/29/2015

NOT TO SCALE

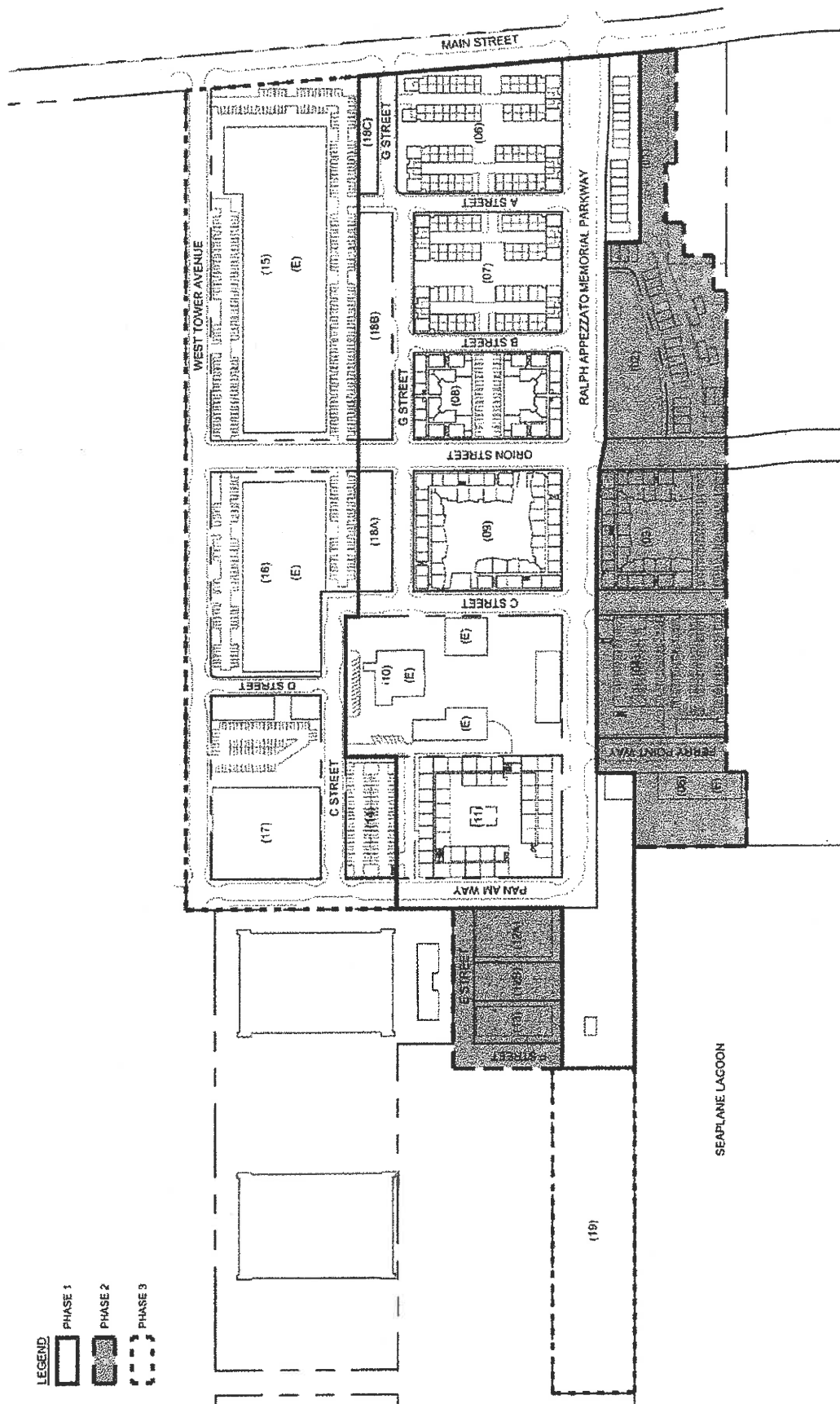


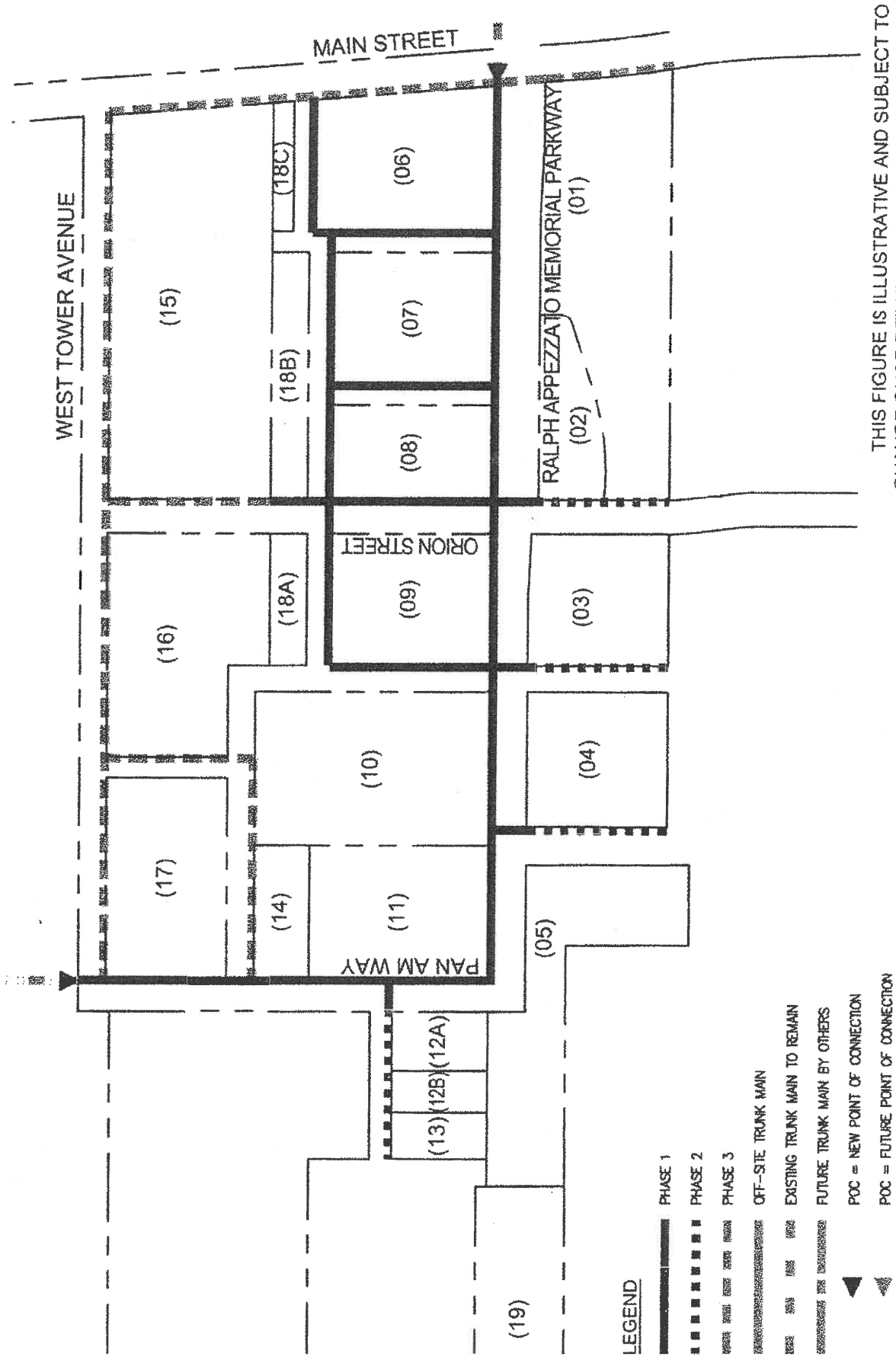
EXHIBIT 4

SITE A - PHASING

04/29/2015

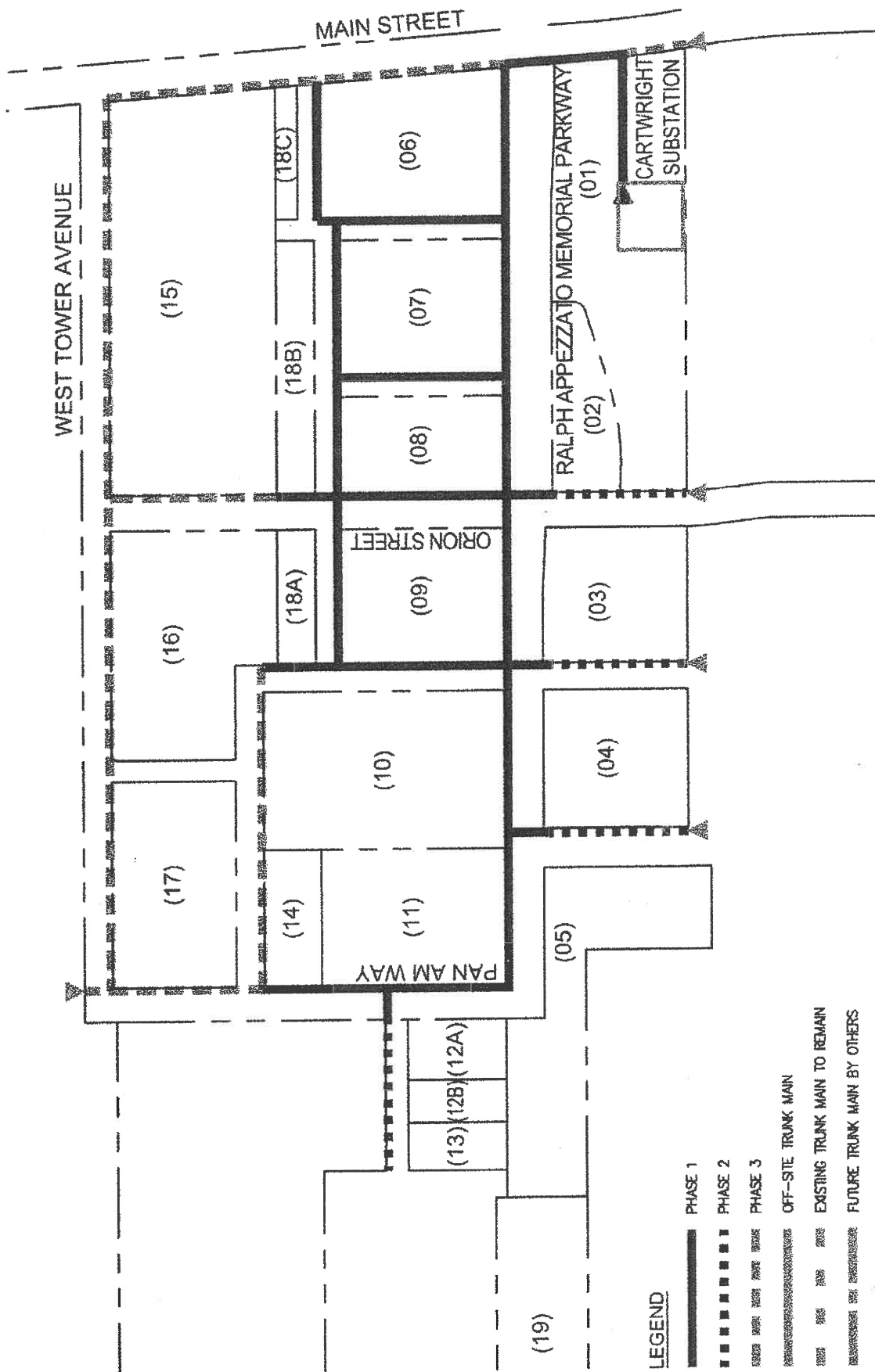
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CHANGE ONCE DETAILED DESIGNS ARE COMPLETE.

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THIS FIGURE IS ILLUSTRATIVE AND SUBJECT TO CHANGE ONCE DETAILED DESIGNS ARE COMPLETE.

EXHIBIT 5 **ALAMEDA POINT - UTILITY PHASING (GAS)**

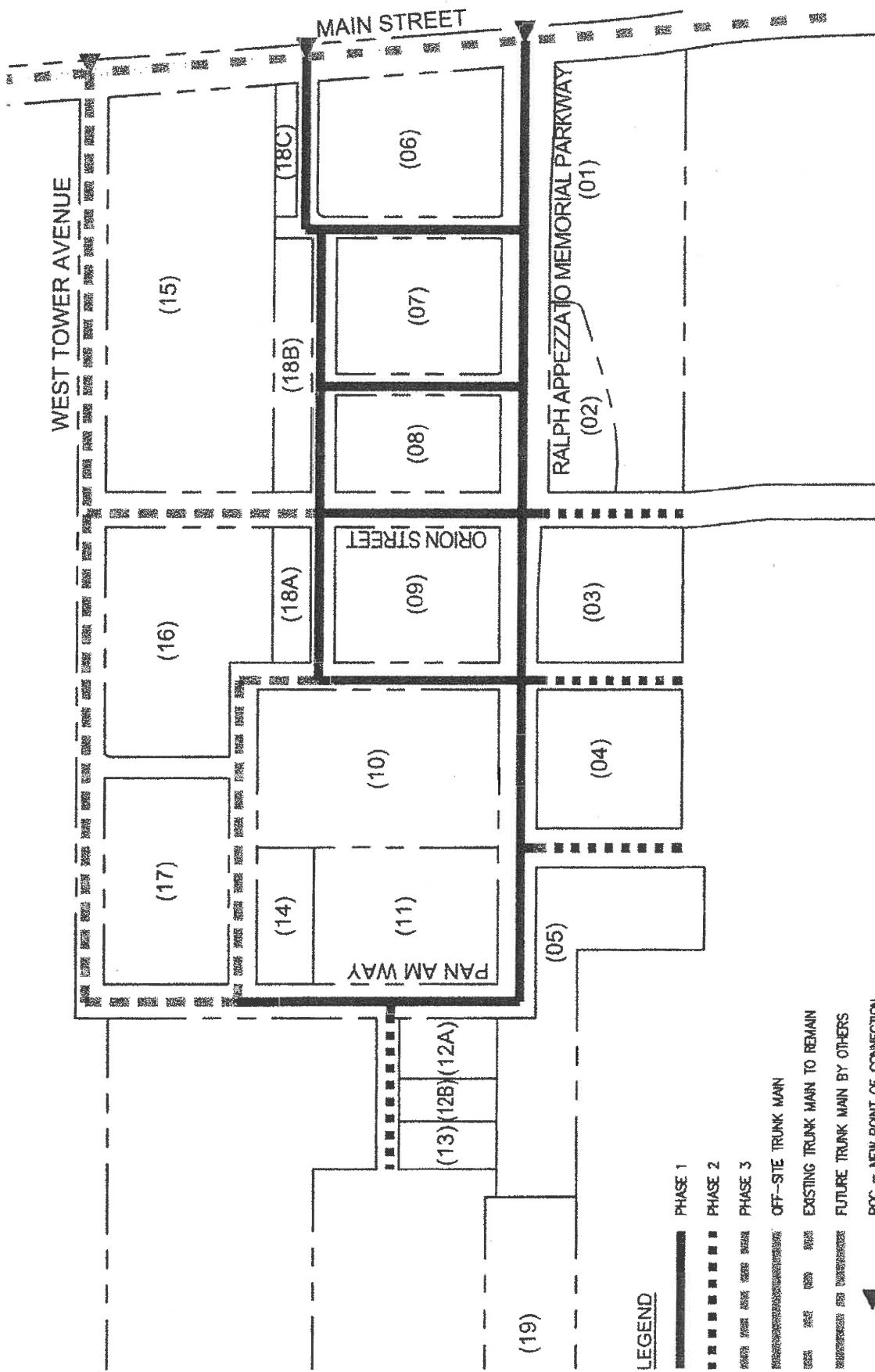


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CHANGE ONCE DETAILED DESIGNS ARE COMPLETE.

EXHIBIT 6 ALAMEDA POINT - UTILITY PHASING (ELECTRICAL DISTRIBUTION)

NOT TO SCALE

04/29/2015



LEGEND

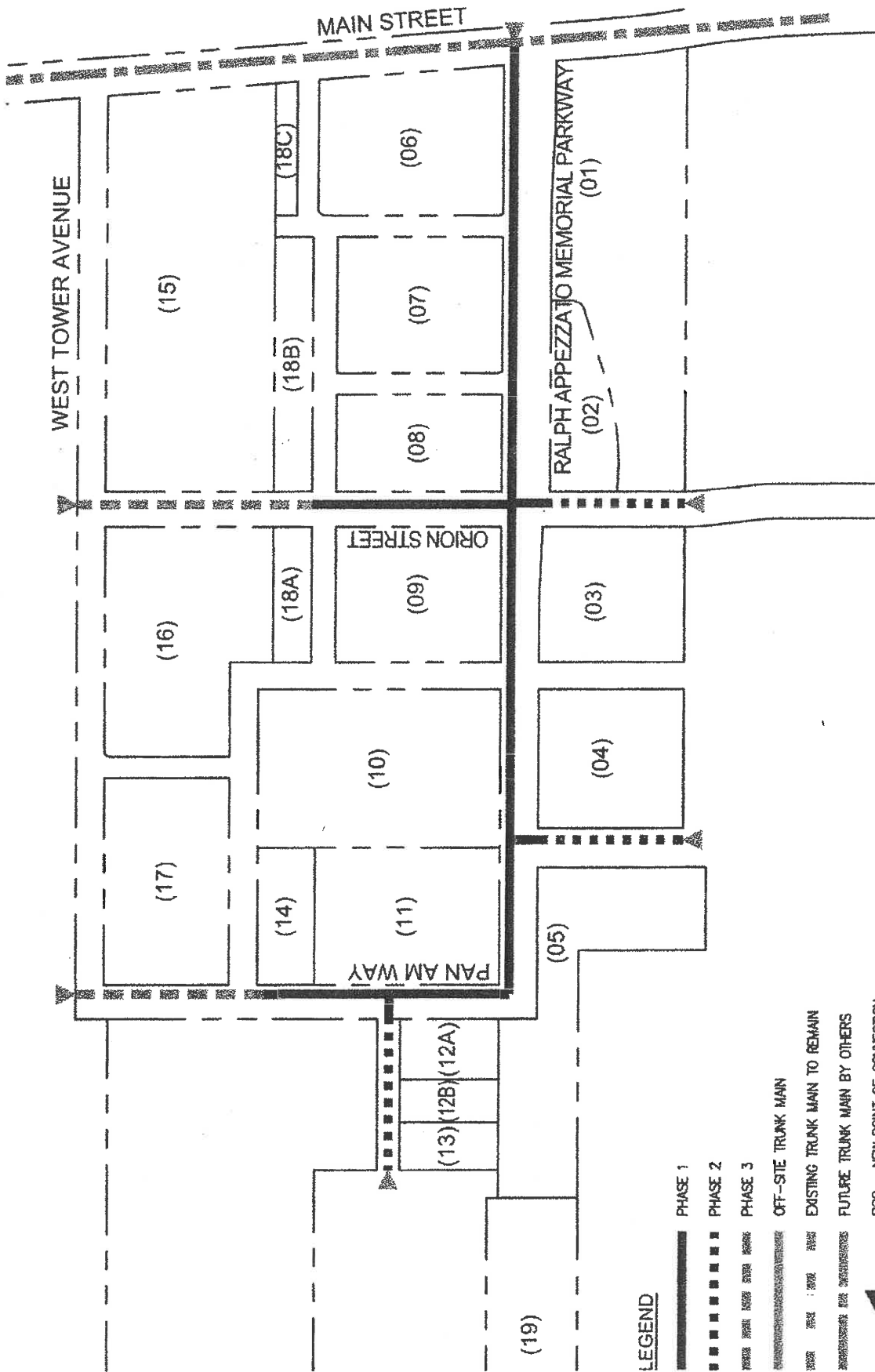
- PHASE 1
- PHASE 2
- PHASE 3
- OFF-SITE TRUNK MAIN
- EXISTING TRUNK MAIN TO REMAIN
- FUTURE TRUNK MAIN BY OTHERS
- POC = NEW POINT OF CONNECTION
- POC = FUTURE POINT OF CONNECTION

EXHIBIT 7

ALAMEDA POINT - UTILITY PHASING (WATER)

04/29/2015

NOT TO SCALE



LEGEND

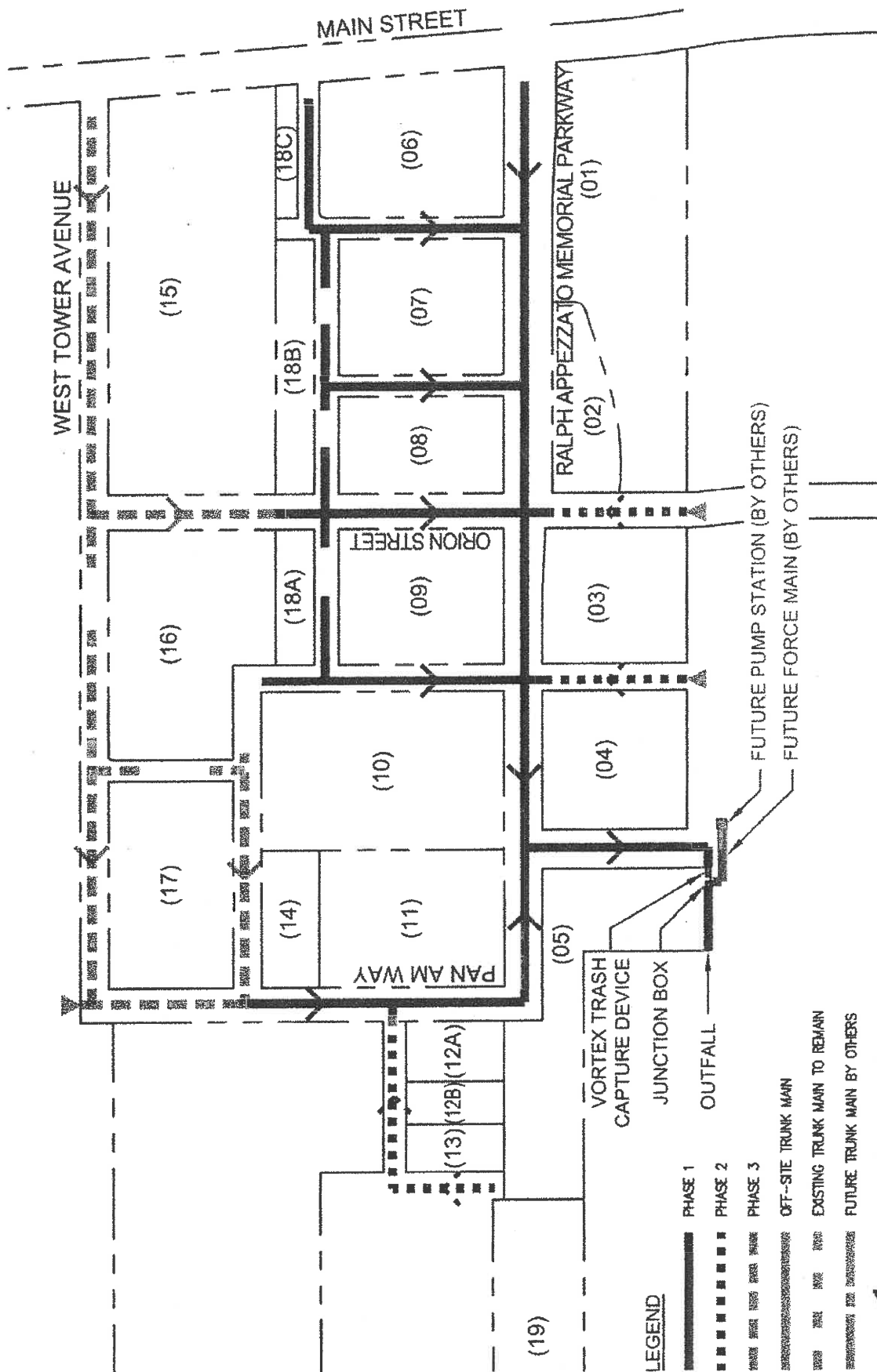
- PHASE 1
- PHASE 2
- PHASE 3
- OFF-SITE TRUNK MAIN
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- POC = NEW POINT OF CONNECTION
- POC = FUTURE POINT OF CONNECTION

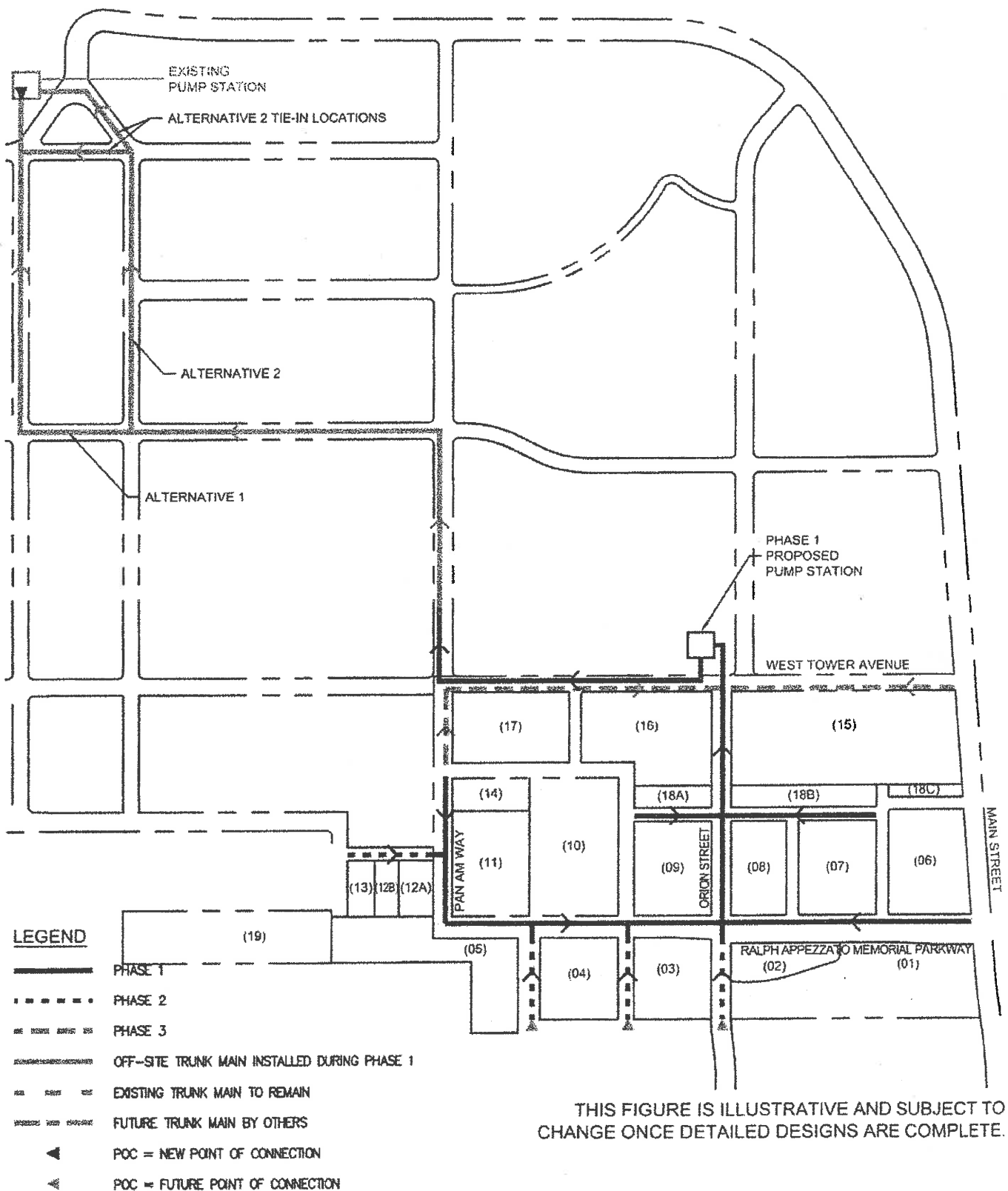
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EXHIBIT 8
ALAMEDA POINT - UTILITY PHASING (RECYCLED WATER)

04/29/2015

NOT TO SCALE



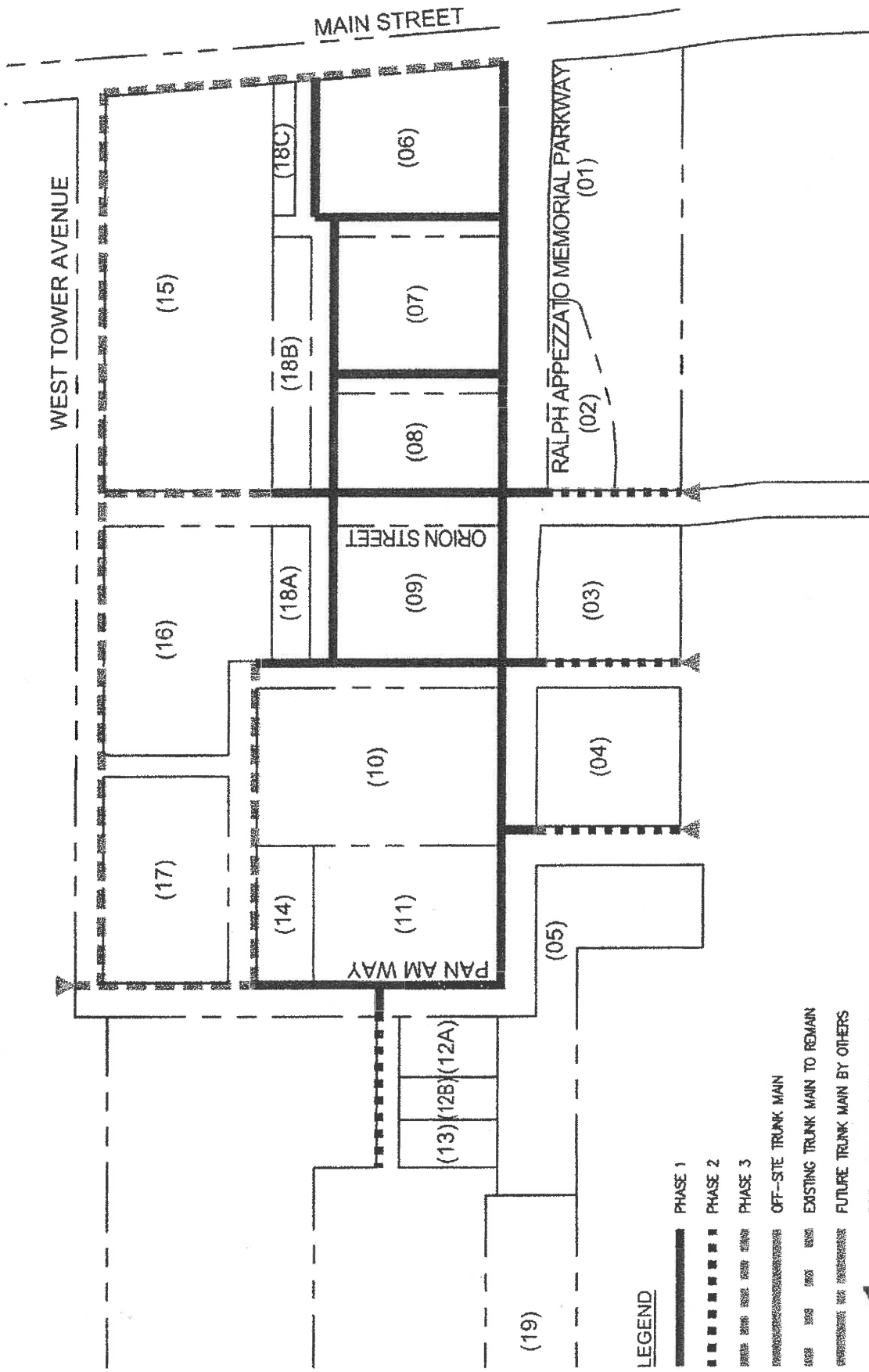


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EXHIBIT 10 ALAMEDA POINT - UTILITY PHASING (SANITARY SEWER)

04/29/2015

NOT TO SCALE



LEGEND

- PHASE 1
- PHASE 2
- PHASE 3
- OFF-SITE TRUNK MAIN
- EXISTING TRUNK MAIN TO REMAIN
- FUTURE TRUNK MAIN BY OTHERS
- POC = NEW POINT OF CONNECTION
- POC = FUTURE POINT OF CONNECTION

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CHANGE ONCE DETAILED DESIGNS ARE COMPLETE.

EXHIBIT 11
ALAMEDA POINT - UTILITY PHASING (TEL/DATA)

04/29/2015

NOT TO SCALE

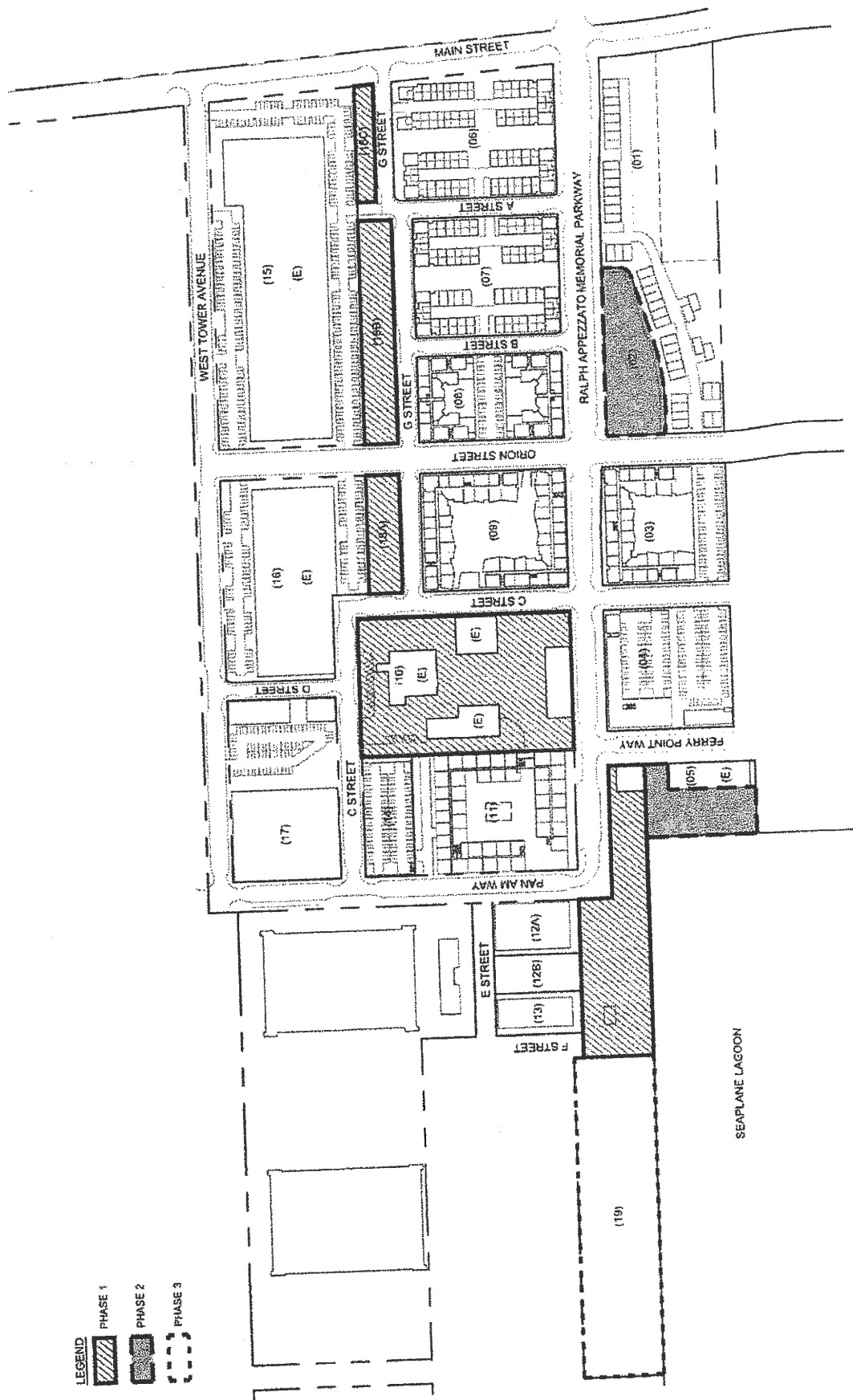


EXHIBIT 12 **SITE A - PARK & OPEN SPACE PHASING**

NOT TO SCALE

04/29/2015

Exhibit D

CEQA Checklist

CITY OF ALAMEDA

ENVIRONMENTAL CHECKLIST FOR STREAMLINED REVIEW

Pursuant to California Public Resources Code Sections 21083.3 and CEQA Guidelines and 15183

Project Title:	Site A of the Alameda Point Project
Lead Agency:	City of Alameda 2263 Santa Clara Street Alameda, CA 94501
Contact Person:	Andrew Thomas, City Planner 2263 Santa Clara Street Alameda, CA 94501 Phone: (510) 747-6881
Project Sponsor:	Alameda Point Partners, LLC Joe Ernst 2220 Livingston Street, Suite 208 Oakland, CA 94606 Phone: (510) 219-5376
General Plan Designation:	Mixed-Use 1 (AP-1) (also known as Civic Core Subarea) Mixed-Use 3 (AP-3) (also known as Marina Subarea)
Zoning:	Waterfront Town Center (AP-WTC) Sub-district

1.0 PROJECT SUMMARY

The Alameda Point Town Center and Waterfront Precise Plan (Town Center Plan)¹ envisions Site A as a transit-oriented mixed-use project that helps realize the City of Alameda's vision for the development of Alameda Point. Development of the proposed mixed-use project at Site A on Alameda Point (proposed project) would entail the redevelopment of a 68-acre portion of the former Alameda Point Naval Air Station (NAS Alameda) entirely within the Town Center Plan area. The proposed project would serve as the retail core of Alameda Point; and at full buildout, would include up to 800 residential units and 600,000 square feet of retail, commercial, and hotel uses, which would occupy new buildings and repurposed existing buildings. The total number of residential units and commercial/retail/hotel square footages are an estimated maximum; the square footage of actual constructed uses may be slightly less. In addition, approximately 13.35 acres of open space and parks would be developed as part of the proposed project. New and replacement utilities and infrastructure and new streets and streetscape improvements would be constructed on the project site.

¹ As specified in the Town Center Plan, it is a specific plan pursuant to Government Code Section 65450 *et seq.*, for the implementation the City of Alameda's vision for the heart of the former NAS Alameda and fulfills the request for a Town Center Waterfront Masterplan required under AMC 30-4-24 Alameda Point District.
Skidmore, Owings & Merrill, LLP, et al., 2014. Alameda Point Town Center and Waterfront Precise Plan. Final Report, July.

2.0 BASIS FOR STREAMLINING

Implementation of the Alameda Point Project (APP), as described in the Town Center Plan, including development of Site A, was analyzed in the APP Environmental Impact Report (EIR).² This allows the use of the California Environmental Quality Act (CEQA) streamlining and/or tiering provisions, pursuant to California Public Resources Code Section 21083.3 and CEQA Guidelines Section 15183, for projects developed under the Town Center Plan.

In addition, none of the conditions for preparation of a subsequent EIR per Section 15162(a) would apply to the proposed project, as described below, allowing for streamlining of the project:

1. The proposed Site A development does not involve substantial changes that would require major revisions to the APP EIR. As described below under Section 3.1, the APP EIR evaluated buildout of approximately 5.5 million square feet of developed space consisting of 3,060,500 square feet of manufacturing/warehouse uses; 1,627,500 square feet of office/business park/institutional uses; 812,000 square feet of retail/commercial uses; 1,425 residential units;³ 291 acres of parks and open space; a new ferry terminal, and 530 marina slips. As described under Project Description in the Environmental Checklist below, the proposed Site A development would represent substantially less development than evaluated in the APP EIR, consisting of up to 800 residential units; 600,000 square feet of retail, commercial, and hotel uses; and approximately 13.35 acres of open space and parks. No new significant environmental effects or substantial increase in the severity of previously identified significant effects would result from the proposed development of Site A, as outlined in the Environmental Checklist below.
2. There are no substantial changes in the circumstances of the project. The existing conditions described in the APP EIR adequately describe the environment, and the circumstances of the proposed Site A development are consistent with the analysis in the APP EIR. No new significant environmental effects or substantial increase in the severity of previously identified significant effects would result from the proposed development of Site A, as outlined in the Environmental Checklist below.
3. There is no new information of substantial importance that was not known, and could not have been known at the time of the APP EIR. The EIR was certified on February 4, 2014. As outlined in the Environmental Checklist below, the project would not have more significant effects, or significant effects that are substantially more severe than shown in the APP EIR. No mitigation measure or alternatives identified in the APP EIR that are found to be infeasible would be feasible, nor are considerably different mitigations or alternatives available that would substantially reduce significant effects.

The attached Checklist evaluates the potential project-specific environmental effects of the proposed project, and evaluates whether such impacts were adequately covered by the APP EIR, consistent with CEQA Guidelines Section 15183, described below. This Checklist hereby incorporates by reference the APP EIR analysis of all potential environmental impact topics, including all background information it contains regarding the environmental setting of the APP. The APP EIR is available for review at the offices of the Planning Division in the City of Alameda's Community Development Department, located at 2263 Santa Clara Avenue. In addition, an electronic copy of the APP EIR is available on the City's website at: <http://alamedaca.gov/alameda-point/eir>.

² ESA, 2013. Alameda Point Project Environmental Impact Report. SCH No. 2013012043. Certified February 4, 2014.

³ Of the 1,425 residential units analyzed in the APP EIR, 1,157 would be new units, and 268 are existing single-family and multi-family housing units.

2.1 CEQA Guidelines Section 15183

Public Resources Code Section 21083.3 and CEQA Guidelines Section 15183 allow streamlined environmental review for projects that are “consistent with the development density established by existing zoning, community plan or general plan policies for which an EIR was certified, except as might be necessary to examine whether there are project-specific significant effects which are peculiar to the project or its site” (Section 15183[a]).

Section 15183(c) specifies that “if an impact is not peculiar to the parcel or to the proposed project, has been addressed as a significant effect in the prior EIR, or can be substantially mitigated by the imposition of uniformly applied development policies or standards, then an EIR need not be prepared for the project solely on the basis of that impact.”

Section 15183(b) states that “in approving a project meeting the requirements of this section, a public agency shall limit its examination of environmental effects to those which the agency determines, in an initial study or other analysis: (1) are peculiar to the project or the parcel on which the project would be located; (2) were not analyzed as significant effects in a prior EIR on the zoning action, general plan, or community plan, with which the project is consistent; (3) are potentially significant off-site impacts and cumulative impacts which were not discussed in the prior EIR prepared for the general plan, community plan or zoning action; or (4) are previously identified significant effects which, as a result of substantial new information which was not known at the time the EIR was certified, are determined to have a more severe adverse impact than discussed in the prior EIR.”

Section 15183(d) further states that the streamlining provisions of this section “shall apply only to projects that meet the following conditions: (1) the project is consistent with a community plan adopted as part of a general plan, a zoning action which zoned or designated the parcel on which the project would be located to accommodate a particular density of development, or a general plan of a local agency; and (2) an EIR was certified by the lead agency for the zoning action, the community plan, or the general plan.”

2.2 Applicability of Section 15183 to Site A

The proposed project for Site A would be consistent with the General Plan designations and zoning for the site described in the Town Center Plan, as outlined below, and would meet the requirements for streamlining under CEQA Guidelines Section 15183(d)(1), described above.

- The land use designations for Site A are Mixed-Use 1 (AP-1) (also known as Civic Core Subarea) and Mixed-Use 3 (AP-3) (also known as Marina Subarea). The Alameda Point Chapter of the General Plan designates a majority of the project site as Alameda Point AP-1, with a portion of the site fronting Seaplane Lagoon designated as AP-3. AP-1 emphasizes public-serving and civic uses, and allows business park, office, civic, residential, public/institutional, parks and public open space, commercial, and other supporting uses. AP-3 allows marine-related industry, office, commercial, residential, recreation, and supporting retail uses, and encourages uses to be structured to promote waterfront activity and vitality in the open-space spine along the Bay. These mixed-use areas encourage the development of two or more uses on a single site, or within one structure.

The proposed mixed-use project would be consistent with the above designations. The majority of the project site, located in AP-1, would consist of commercial uses, mixed-use buildings, and residential uses in townhouses and podium buildings. The portion of the proposed project in AP-3 would consist of open space, along with supporting retail.

- Site A is zoned Waterfront Town Center (AP-WTC) Sub-district, which provides for a mix of waterfront and visitor-serving uses, including retail, service, entertainment, lodging, recreational, and medium- to high-intensity residential uses. As laid out in the Town Center Plan, the project site's land use designations are: Residential Mixed Use (RMU); Commercial Mixed Use (CMU); Retail, F&B, and Entertainment (R); and Open Space (OS). The majority of the project site is designated RMU, with the portions generally north and east of Seaplane Lagoon designated R or CMU. The portion of the project site along the northern edge of the Seaplane Lagoon is designated OS. Under the Town Center Plan, which is a specific plan and fulfills the request for a Town Center Waterfront Master Plan required under AMC 30-4-24 Alameda Point District, the form-based zoning would grant planning staff extensive discretion over the form and design of the proposed project.

The proposed project would be consistent with the land use transition concept specified in the Town Center Plan, which is as follows:

Along the edge of Bayport and bordering the Main Street Neighborhoods in the Atlantic Entry District, lower-density multi-family residential use – in the form of 2-3 story townhomes and walk-up flats – is proposed. Toward the Seaplane Lagoon, residential density increases, with 3-5 story apartments over parking and/or retail podia. The greatest mix and intensity of uses (including office, residential, hotel and retail) and the site's tallest buildings (5-6 story) are concentrated at the west end of Ralph Appezato Memorial Parkway and along Ferry Point Road. A zone of retail, entertainment, dining and other visitor serving uses overlays the Town Center and East Waterfront along Ferry Point Road, connecting residential and commercial centers and providing amenities to both. Along the north edge of the Seaplane Lagoon, maritime and commercial uses provide a transition from the Town Center westward to the more industrial, production-oriented functions currently located along the west side of the Adaptive Reuse Sub-District. Public open space and maritime uses surround the Seaplane Lagoon, providing for enjoyment of the Waterfront.

- The project site has maximum height limits ranging from 40 to 65 feet; in addition, certain areas have required minimum heights ranging from 20 to 50 feet. Height limits gradually increase from 40 feet at the eastern project boundary along Main Street to their greatest height along the eastern edge of Seaplane Lagoon. In addition, heights above 65 feet can be approved along blocks immediately east of Seaplane Lagoon. The proposed project would have buildings generally ranging from 35 feet to 65 feet in height. The tallest buildings would be constructed in the southwestern corner of the site, at the western end of the Ralph Appezato Memorial Parkway (RAMP)—and, consistent with the Town Center Plan, may be taller than 65 feet, subject to the Planning Board approval and Design Review, if the building exhibits exceptional architectural design and is transit supportive.
- The project would preserve and maintain views through the project area, consistent with the guidelines of the Town Center Plan's Transit Village Center Guidelines. The guidelines designate view corridors along, and of, the Seaplane Lagoon, including a public plaza a minimum of 1 acre in size that extends from Pan Am Way to the waterfront, with a minimum width of 150 feet; building setbacks along the Seaplane Lagoon ranging from 32 to 200 feet; a view corridor of no less than 40 feet between Building 77 and the Seaplane Lagoon; and a view corridor extending along the RAMP of approximately 105 feet.
- As defined in the Alameda APP EIR, the maximum allowable build-out for Alameda Point is 1,425 residential units, 250 acres of parks and open space, 812,000 square feet of retail/commercial service, 3,060,500 square feet of manufacturing/warehouse, and 1,627,500 square feet of office/business park/institutional and density and intensity of uses can be shared among use categories

and planning areas. The proposed project would include up to 800 residential units and up to 600,000 square feet of retail, commercial, and hotel uses. In addition, approximately 13.35 acres of open space and parks would be developed. Development of the project site, as proposed, is consistent with the land use requirements, as analyzed in the APP EIR.

The Town Center Plan requires multi-family residential housing to obtain a waiver from the City's prohibition of multiple dwelling units specified in AMC 30-53, by submitting a density bonus application. The proposed development of Site A would comply with these requirements. The APP EIR was prepared for the Town Center Plan and was certified by the City Council on February 4, 2014, as described further in Section 3, consistent with the requirements for applicability of streamlining under CEQA Guidelines Section 15183(d)(2), described above.

Therefore, the proposed project is eligible for streamlined environmental review under California Public Resources Code Section 21083.3 and CEQA Guidelines Section 15183.

3.0 ALAMEDA POINT PROJECT EIR

3.1 Background

The APP EIR evaluated the potential environmental impacts associated with the redevelopment and reuse of the 878 acres of land and approximately 1,229 acres of water at the former NAS Alameda, at the western end of the City of Alameda. The APP evaluated in the EIR includes:

- Adoption of a Master Infrastructure Plan for the replacement, reconstruction, and rehabilitation of deteriorated and substandard infrastructure, buildings, and shoreline protections;
- Rehabilitation and new construction of open space, parks, and trails for public enjoyment;
- Rehabilitation, reuse, and new construction of approximately 5.5 million square feet of commercial and workplace facilities for approximately 8,900 jobs;
- Maritime and water-related recreational uses in and adjacent to the Seaplane Lagoon, including a new ferry terminal;
- Rehabilitation and new construction of 1,425 residential units for a wide variety of household types for approximately 3,240 residents;⁴ and
- Adoption of a General Plan Amendment, a Zoning Ordinance Amendment, and a precise plan that would create planning sub-districts in Alameda Point to facilitate a seamless and integrated mixed-use, transit-oriented community consistent with the existing General Plan and Reuse Plan.

The Development Program analyzed in the APP EIR is based on development assumptions outlined therein for the following four subareas defined in the APP EIR: Town Center and Waterfront; Main Street Neighborhoods; Adaptive Reuse; and Enterprise. As described in the APP EIR, the development increments may be moved from one sub-area to another to optimize development opportunities and to address site-specific conditions; and are not specifically tied to any one sub-area.

At full buildout, the APP would result in approximately 5.5 million square feet of developed space consisting of 3,060,500 square feet of manufacturing/warehouse uses; 1,627,500 square feet of office/business park/institutional uses; 812,000 square feet of retail/commercial uses; 1,425 residential units; 291 acres of parks and open space; a new ferry terminal, and 530 marina slips.

⁴ Of the 1,425 residential units analyzed in the APP EIR, 1,157 would be new units, and 268 are existing single-family and multi-family housing units.

In February 2014, the Alameda City Council approved a Master Infrastructure Plan, General Plan Amendment, and Zoning Ordinance Amendment, and certified the EIR; in May 2014, the council approved the Alameda Point Transportation Demand Management Plan; and in July 2014, the council approved the Town Center Plan as part of the required entitlement process for potential development at Alameda Point.

Development of the 68-acre Site A was analyzed in the APP EIR. Site A lies within the Town Center and Waterfront Sub-district.³ Land uses designated for the Town Center and Waterfront Sub-district would include (among others) waterfront restaurants, retail, hotels, entertainment, other visitor-serving uses, and multi-family housing. As described in the EIR, new building types include commercial block, workplace commercial, adaptive reuse, parking structures, and attached residential building types (such as work-live, stacked flats, multiplex, and row houses).

3.2 Potential Environmental Effects Identified

The APP EIR analyzed the following environmental resource topics: land use consistency and compatibility; population and housing; transportation and circulation; cultural and paleontological resources; biological resources; air quality and greenhouse gases; noise; geology, soils, and seismicity; hydrology and water quality; hazards and hazardous materials; aesthetics; public services and recreation; and utilities and service systems.

Significant and unavoidable impacts, even with implementation of mitigation measures, were identified in the APP EIR for the following environmental resource topics: transportation and circulation; cultural resources; air quality and greenhouse gases; and noise. In addition, the APP EIR identified mitigation measures that would reduce significant impacts to less-than-significant levels for the following resources: biological resources; geology, soils, and seismicity; hydrology and water quality; hazards and hazardous materials; aesthetics; and utilities and service systems.

Mitigation measures applicable to the development of Site A from the approved Mitigation Monitoring and Reporting Program for the APP EIR are listed in Attachment A. As described for each environmental resource topic in the Checklist, with implementation of these mitigation measures, the proposed project would not result in significant impacts beyond those analyzed in the APP EIR. All of the mitigation measures identified in the EIR were adopted and incorporated into the APP by Resolution No. 14891.

4.0 PROJECT DESCRIPTION

4.1 Overview

The Alameda Point Town Center and Waterfront Precise Plan (Town Center Plan) envisions Site A as a transit-oriented mixed-use project that helps realize the City of Alameda's vision for the development of Alameda Point.⁴ Development of the proposed mixed-use project at Site A on Alameda Point (proposed project) would entail the redevelopment of a 68-acre portion of the former NAS Alameda. The proposed project would serve as the retail core of Alameda Point, and at full buildout, would include up to 800 residential units and 600,000 square feet of retail, commercial, and hotel uses, which would occupy new buildings and repurposed existing buildings. The total number of residential units and commercial/retail/hotel square footages are an estimated maximum; the square footage of actual constructed uses may

³ Although the APP Draft EIR shows the Site A area being located across both the Town Center and Waterfront and the Main Street Neighborhood sub-areas, the zoning adopted for the APP corrected this to show Site A entirely within the Town Center and Waterfront Sub-district.

⁴ As specified in the Town Center Plan, it is a specific plan for the implementation the City of Alameda's vision for the heart of the former NAS Alameda and fulfills the request for a Town Center Waterfront Masterplan required under AMC 30-4-24 Alameda Point District.

be slightly less, as summarized in Table 1. In addition, approximately 13.35 acres of open space and parks would be developed as part of the proposed project. New and replacement infrastructure, including utilities and streets, would be constructed within the project site.

The proposed project would be developed over three phases: as specified in the Disposition and Development Agreement, the entire proposed project may be constructed by 2035, although it may be completed prior to that depending on market conditions. The first phase would entail construction of approximately 669 residential units, approximately 96,000 square feet of retail uses, and approximately 4.97 acres of open space, including a waterfront park along Seaplane Lagoon. In addition, existing buildings outside of Phase 1, such as Building 113, Building 117, Building 118, and Building 162, may be occupied with uses consistent with the Town Center Plan during any phase. The second phase would include approximately 131 residential units; approximately 59,000 square feet of retail uses and an approximately 100,000-square-foot hotel; and approximately 4.79 acres of open space. The third phase would include 309,650 square feet of commercial uses in new construction and repurposed existing buildings, approximately 3.59 acres of open space, and a parking structure. Infrastructure improvements would be constructed along with each phase of development.

This Checklist addresses all phases of the Site A development, based on the information available at this time. City design review and approval of the subdivision map for proposed project phases may include modifications to the plans as considered and evaluated; subsequent CEQA review for consistency with the certified EIR may occur at that time, depending on the extent of those modifications. The project approvals required for Site A are listed below under Section 6.

4.2 Project Location

The project site, referred to as Site A, is an approximately 68-acre area on Alameda Point, the former NAS Alameda west of Main Street at the western end of Alameda Island, in the City of Alameda, California, as shown on Figure 1. Site A is designated to be the town center area of Alameda Point, and has approximately 1,500 lineal feet of frontage on the Seaplane Lagoon.

Site A is located along West Atlantic Avenue, which serves as a gateway to Alameda Point from Main Street, and is bounded by Main Street to the east and West Tower Avenue to the north. It includes the parcels immediately south of West Atlantic Avenue (a westward extension of RAMP) and the parcels just west of Ferry Point. The Seaplane Lagoon forms the southwestern boundary along the site.

The site is accessible from Interstate 880, which is approximately 2.5 miles to the north of the site; regional access to Site A is via State Route 260 through the Webster-Posey Tube, connecting the island of Alameda and the City of Oakland, approximately 2 miles to the northeast of the site. The Alameda Main Street public ferry terminal is 1 mile to the north of Site A.

4.3 Existing Conditions

Site A is relatively flat, with sparse vegetation, and is occupied by structures and other vestiges of the military activities that took place at NAS Alameda during its operation from 1940 to 1997. The site is predominantly paved with asphalt; it is developed with large warehouse buildings along the northern edge of the site, with other industrial and commercial buildings and structures scattered across the site. West Atlantic Avenue serves as the primary access road within the site from Main Street, with landscaped gateway areas along the avenue. Several wide streets, designed by the United States Navy (Navy) for the movement of large equipment, extend through Site A, including east/west streets Avenue F, West Trident Avenue, West Seaplane Lagoon Avenue, and West Atlantic Avenue; and north/south streets Ferry Point, Orion Street, and Hancock Street. Along Seaplane Lagoon, Site A includes a small marina with a breakwater, a landscaped public area, and a boat ramp.

Table 1
Existing and Proposed Buildings and Uses

Project Phase	Parcel Number	Acres	Existing Building Number ¹ Square Feet/Height ²	Proposed Use/ Building Type	Building Square Footage, Units, or Acres/ Parking Spaces	Building Height (feet) ³	Number of Stories
Phase 1	1a	0.85	No existing buildings	Residential/ Townhomes	15 units/ up to 30 spaces	35	3
	6	2.83	Building 173 200/17	Residential/ Townhomes	64 units/ up to 128 spaces	40	3
	7	2.43	Building 90 4,500/17 Building 119 5,800/14 Building 527 (partial) 8,400/19	Residential/ Townhomes	60 units/up to 120 spaces	40	3
	8	1.73	Building 527 (partial) 8400/18	Residential/ Podium ⁴	128 units/up to 192 spaces	50	5
	9	2.42	Building 112 (partial) 28,606/18	Residential/ Podium	182 units/up to 273 spaces	65	5
	10	4.08	Building 67 14,000/28 Building 98 8,200/18 Building 112 ⁵ 9,460/18	Open Space	3.05 acres	—	—
				Retail	46,000 square feet/ 50 spaces	35	1
	11	2.58	Building 66 (partial) 28,542/36 Building 13 (partial) 39,000/28	Mixed Use	Residential: 220 units/up to 330 spaces Retail: 50,000 square feet/ 24 spaces	65 ⁶	7
	18	1.35	—	Open Space	1.92 acres	—	—
Phase 1 Subtotal		16.92	Residential: 669 units/up to 1,073 parking spaces Retail: 96,000 square feet/74 parking spaces Open Space: 4.97 acres				
Phase 2	1b	4.24	—	Residential/ Townhomes	27 units/up to 54 spaces	35	3
	2	1.15	—	Open Space	1.15 acres	—	—
	3	2.09	—	Residential/ Podium/surface lot	106 units/up to 159 spaces	65	5
	4	2.15	Building 162 (partial) 107,029/36	Mixed Use/ Parking	Hotel: 100,000 square feet (approximately 150 rooms)/approximately 112 parking spaces Retail: 6,000 square feet Parking Structure: up to 560 parking spaces	65 ⁶	6

Table 1
Existing and Proposed Buildings and Uses (Continued)

Project Phase	Parcel Number	Acres	Existing Building Number ¹ Square Feet/Height ²	Proposed Use/ Building Type	Building Square Footage, Units, or Acres/ Parking Spaces	Building Height (feet) ³	Number of Stories
Phase 2 (cont'd)	5	3.49	Building 113 13,115/38	Open Space	3.10 acres	—	—
	12(a)	0.60	—	Retail ⁸	20,000 square feet	35	1
	12(b)	0.54	—	Open Space	0.54 acre	—	—
	13	0.40	—	Retail	13,000 square feet	50	1
Phase 2 Subtotal		14.26	Residential: 133 units/up to 213 parking spaces Hotel: 100,000 square feet (up to 150 rooms)/up to 112 parking spaces Retail: 59,000 square feet Parking Structure: up to 560 parking spaces Open Space: 4.79 acres				
Phase 3	14	0.84	—	Parking	Up to 670 parking spaces	Up to 65	Up to 7 ⁷
	15	7.53	Building 118⁵ 179,834/35	Commercial	161,700/up to 243 spaces	35	1
	16	3.70	Building 117⁵ 106,618/35	Commercial	90,950/up to 100 spaces	35	1
	17	2.73	Building 271 57,000/ 50	Commercial	57,000/up to 110 spaces	50	1
	19	3.59	—	Open Space	3.59 acres	—	—
Phase 3 Subtotal		18.39	Commercial: 309,650 square feet/up to 453 spaces Parking Structure: up to 670 parking spaces Open Space: 3.59 acres				
Total		68	Residential: 800 units/up to 1,200 parking spaces⁹ Hotel: 100,000 square feet (up to 150 rooms)/up to 112 parking spaces⁹ Retail: 155,000 square feet/74 spaces⁹ Commercial: 309,650 square feet/up to 453 spaces⁹ Parking Structures and lots: up to 1,230 spaces Open Space: 13.35 acres				

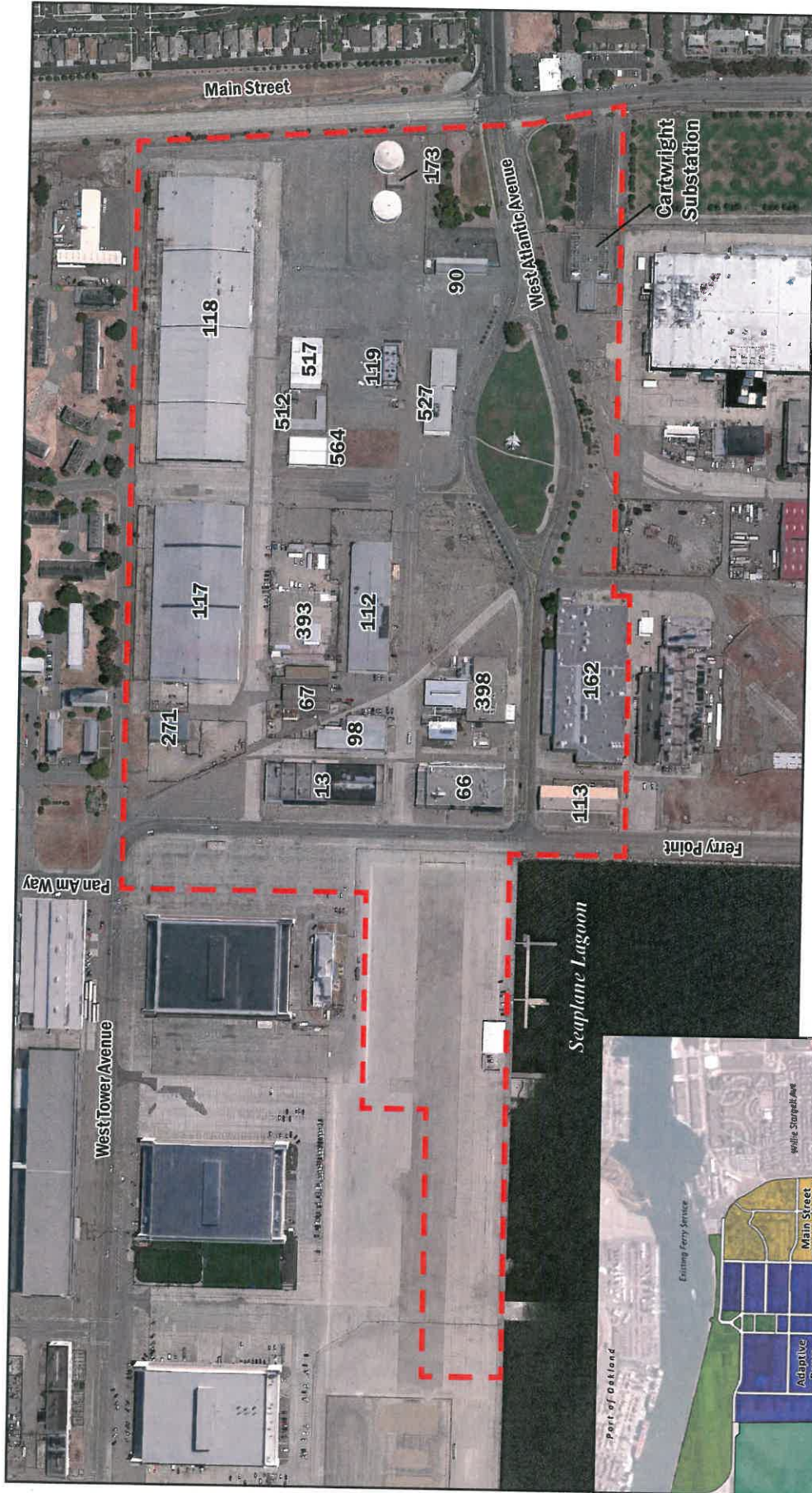
Notes:

¹ Existing buildings listed on each parcel are approximate; portions of building may fall within proposed right-of-way.² Buildings shown in **BOLD** would remain/be incorporated into the proposed project.³ Proposed building heights are approximate.⁴ Affordable units.⁵ A portion of the existing building would remain.⁶ Town Center Plan permits heights greater than 65 feet with special consideration. Special consideration is given to projects with exceptional architectural design and those that support transit.⁷ Includes rooftop level.⁸ Retail space would be compliant with State Lands requirements.⁹ Consistent with the Town Center Plan, the project would provide parking ratios as follows: residential uses up to 1.5 spaces per unit; commercial/retail uses – maximum of 3.40 parking spaces per 1,000 square feet; and commercial/hotel uses – maximum of 0.75 parking spaces per room.

Podium = Residential units above an above-ground garage.

TBD = to be determined; unknown at this time.

— = Not applicable.



Not to Scale

SITE A EXISTING CONDITIONS

Site A of the Alameda Point Project
Alameda, California

FIGURE 1

Site A consists of 19 development units, referred to herein as parcels, subject to further mapping, as listed in Table 1. Approximately 18 buildings and structures totaling approximately 500,400 square feet occupy Site A. According to the EIR, many of the buildings on the site are vacant; others are occupied by various uses, including civic and non-profit, manufacturing, film/events, business-related storage, and marine.

Cartwright Substation is a 115/12.47-kilovolt (kV) substation at the southeastern corner of the site that provides local electric distribution to Alameda Point and portions of the surrounding areas to the east. This substation would remain in service throughout the redevelopment of Alameda Point, including Site A.

As described in the Master Infrastructure Plan (MIP), the elevation of Alameda Point ranges from 1 foot to 8 feet, with areas immediately along the Seaplane Lagoon and extending along Ferry Point that are in the 100-year tide zone, and therefore vulnerable to flooding. Areas generally between West Trident Avenue and West Atlantic Avenue are also in the 100-year tide, and are therefore also vulnerable.

As described in the EIR, Site A is a former Navy site and includes contaminants that were remediated or are in the process of being remediated. Site A is designated as a National Priorities List site. It contains, or contained, contaminated soils and groundwater associated with past industrial, manufacturing, and military activities and uses, including one landfill, an airfield, and an oil refinery. In addition, as described in the EIR, the site is underlain by a layer of sediment (referred to as the Marsh Crust) that was deposited from the late 1800s to the 1920s, and was contaminated with semi-volatile organic compounds. The City's Marsh Crust Ordinance applies to excavation on Site A.

4.4 Project Characteristics

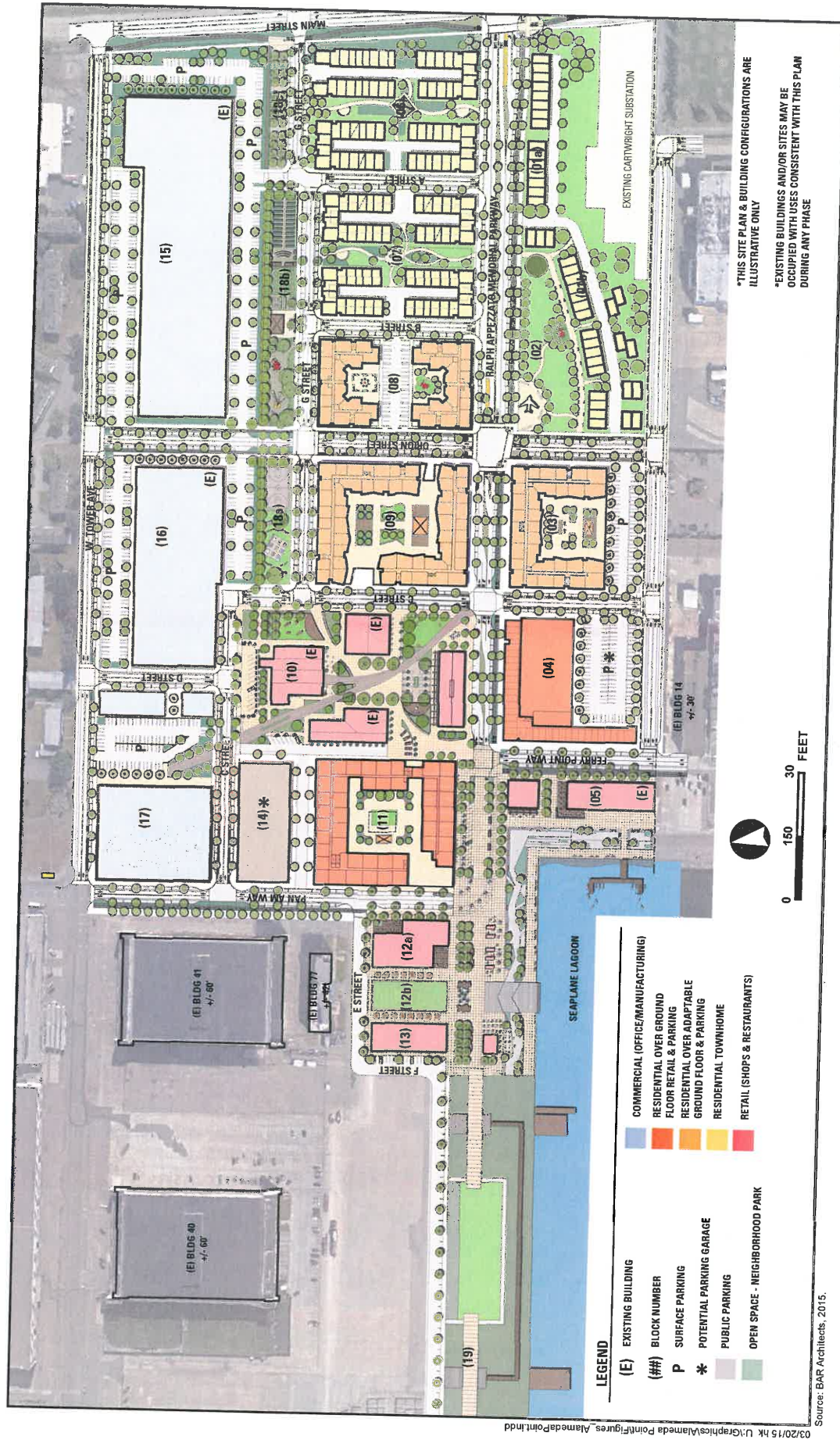
Consistent with the Town Center Plan and Chapter 3, Project Description, of the APP EIR, Site A is proposed for a mixed-use, transit-oriented, residential/commercial development, and would serve as the retail core of Alameda Point. As shown on Figure 2, at full buildout, the proposed project would include approximately 800 residential units, approximately 200,000 square feet of new retail, and up to 400,000 square feet of existing buildings to be repurposed for retail/commercial uses. As shown in Table 1, the proposed project would be developed over three phases, with the first phase consisting of approximately 669 residential units, approximately 96,000 square feet of retail uses, and approximately 4.97 acres of open space, including a waterfront park along Seaplane Lagoon.

As stated above, the proposed project would include up to 800 residential units and up to 600,000 square feet of retail, commercial, and hotel uses, which would be 625 fewer housing units and 4.9 million fewer square feet of commercial and workplace uses than analyzed in the APP EIR. Table 2 compares the estimated number of housing units and square feet of commercial uses, resident population, and jobs identified in the APP EIR to the proposed Site A development.

The proposed Site A development would result in a household population of approximately 1,816 persons, which would be approximately 56 percent of the residents estimated in the APP EIR.⁵ In addition, the proposed project would result approximately 971 jobs, which would be approximately 11 percent of the jobs anticipated in the APP EIR.⁶

⁵ The APP EIR anticipated 1,425 residential units with a mix of household types, resulting in approximately 3,240 residents, based on an estimated 2.27 persons per household. Using this ratio, the proposed project would result in approximately 1,816 persons.

⁶ The APP EIR anticipated a total of 5.5 million square feet of commercial and workplace facilities, resulting in approximately 8,900 jobs, based on an estimated 618 square feet of commercial square footage per job. Using this ratio, the proposed project would result in approximately 971 jobs.



ILLUSTRATIVE SITE PLAN – ALL PHASES

Site A of the Alameda Point Project
Alameda, California

FIGURE 2

Table 2
Comparison of Population and Jobs for Alameda Point and Site A Project

Project	Housing Units	Resident Population	Commercial/Workplace Facilities (square feet)	Total Employment (Jobs)
APP EIR	1,425	3,240	5.5 million	8,900
Site A Project	800	1,816	0.6 million	971
Difference	625	1,424	4.9 million	7,929

This section describes the elements of the proposed project as follows: (1) proposed new buildings and repurposing of existing buildings for residential, retail, and commercial uses; (2) proposed parks and open spaces; and (3) proposed infrastructure improvements, including streetscape and circulation, and utilities.

As specified in the Disposition and Development Agreement that would be approved for the proposed project, the project sponsor would—in addition to constructing the project elements described above—provide financial contributions toward public amenities and benefits on Alameda Point, such as the construction of an initial phase of the sports complex and a new ferry terminal at Seaplane Lagoon, which have been described and analyzed in the EIR.

4.4.1 Existing Buildings to be Repurposed

The proposed project includes the reuse of approximately seven buildings on Site A. These include buildings 67, 98, 113, 117, and 118, as well as portions of 112, as shown in Table 1. Phase 1 would retain and possibly reuse building 162; however, this building would be demolished in a later phase. Currently, these buildings have a variety of uses, including light industrial uses. Buildings 67, 98, 112, and 113 would be converted to retail occupancy in Phase 1. Buildings 117 and 118 would remain in use until Phase 3, when they would be adapted based on market conditions.

4.4.2 New Buildings

Five building types would be constructed under the proposed project, as listed in Table 1 and described below.

- **Townhome.** Residential three-story townhomes would be clustered around auto-courts, with their entries facing either public rights-of-way or pedestrian walkways. Buildings may be up to three stories and 35 feet tall, and include both two- and three-bedroom units. Consistent with the Town Center Plan, certain townhomes would be provided with raised stoops and some would be flush with grade and designed with a ground-floor frontage capable of being adapted for non-residential uses.
- **Podium.** Residential podium buildings would have a ground-level parking garage below the podium level, with residential uses wrapped along the building street frontage. Residential units would be located above the podium level, with multiple unit types, including studios, and one-, two-, and three-bedroom flats. Buildings may be up to five stories and up to 65 feet in height.
- **Mixed Use.** Mixed-use buildings would have a design similar to the podium building type, and would contain a mix of uses at the ground level, such as retail; food and beverage service; parking; residential; and hotel. In this building type, either residential units or hotel rooms would

be constructed above the podium level. Parking would be below the podium level, and visually screened from the street. Buildings may be up to seven stories and 65 feet in height.

- **Commercial.** The commercial building type would have large spaces and volumes, which would be suitable for a variety of commercial and light-industrial uses, and would generally be of wood and/or metal construction. Buildings would be one story, and up to 35 feet in height.
- **Retail.** The retail building type would be primarily one-story structures, characterized by visually transparent façades (such as glass), multiple points of entry along the building, and minimum ceiling heights of 14 feet. Retail uses would vary from general merchandise; food and beverage; entertainment; and service. Streetscapes along the storefronts would be designed with pedestrian amenities.

4.4.3 Parks and Open Spaces

Site A would be developed with three distinct park-themed areas or districts; each district would have a unique character and programming intended to create accessible and walkable community open space, as described below. A portion of the Bay Trail would be constructed along the northeastern edge of the Seaplane Lagoon, along the southern edge of RAMP to Main Street, and along the Site A frontage on Main Street, generally from RAMP north to West Tower Avenue.

In addition to the public open spaces/parks described below, private open space would be developed for the residential uses.

The Waterfront Park District would include an approximately 7.23-acre park along the shoreline of the Seaplane Lagoon. Amenities would be designed for water-oriented activities and views, and would include pedestrian walks, bicycle paths, vista points, seat/rest areas, flexible plaza space for events, and access to the water.

The Urban Park District would include an approximately 3.05-acre adaptive reuse park, with spaces for retail uses such as cafés, markets, and seating; and would provide pedestrian walks, bicycle paths, and flexible open-space zones. The park would be designed to provide information about the former uses of the base, and salvaged post-industrial materials such as train tracks would be integrated into the design.

The Neighborhood Park District would provide an approximately 1.15-acre park along RAMP, the main entry road, which would retain the existing Corsair II aircraft display and existing Cypress tree along the southern edge of RAMP. In addition, an approximately 1.35-acre linear neighborhood park would be constructed along G Street. Amenities would include areas for informal picnicking, seating, bicycle paths, and areas for active uses such as a crossfit station and a tot-lot area.

4.4.4 Infrastructure Improvements

Proposed infrastructure improvements would be consistent with the MIP⁹ for the APP. General improvements are described below.

Streetscape, Circulation, and Parking

Site A would be developed with a “complete streets” transportation network that would support a variety of modes of transportation, and would provide pedestrian, bicycle, and transit facilities. New roadways would be constructed, and existing roadways would be re-aligned, resulting in a grid street network on the

⁹ Carlson, Barbee, Gibson, Inc., 2014. Master Infrastructure Plan, Alameda Point, Alameda, California. March 31.

site. West Atlantic Avenue would be realigned and renamed as an extension of RAMP from east of Main Street. RAMP would serve as a gateway to Site A. The project frontage along Main Street would be landscaped, and the portion of the Bay Trail along Main Street from RAMP to West Tower Avenue would be constructed. Intersection improvements would be made at RAMP and Main Street to improve signalization, and vehicular, pedestrian, and bicycle circulation.

The street system would include regional arterials, such as Main Street and RAMP; collector streets, such as Pan Am Way; and a network of local streets with connecting alleys. Sidewalks would be constructed along streets, with widths varying between 6 and 15 feet, based on street right-of-way sections. In addition, bicycle facilities—including separated bicycle paths, shared pedestrian and bicycle paths, and bicycle lanes with painted buffer strips—would be constructed throughout the site. A dedicated bus rapid transit lane would be constructed along a portion of the RAMP extension.

Utilities and Site Improvements

The MIP describes the planned backbone infrastructure, anticipated to consist primarily of new infrastructure installed to support the uses in Site A. The backbone infrastructure is the major framework of streets and utilities, generally based on the existing street grid within Site A.

The MIP outlines potential corrective geotechnical and flood protection improvement measures. In addition, the proposed utility systems described in the MIP include stormwater, wastewater, potable water, recycled water, electrical, natural gas, and telecommunication systems. Each of these systems is anticipated to connect to existing public facilities at the perimeter of Site A. The proposed electrical system would connect to the existing Cartwright Substation, which is in Site A near the intersection of West Atlantic Avenue (future RAMP) and Main Street.

Flood Protection, Sea-Level Rise Strategy, Soil Improvements, and Site Grading. Consistent with the EIR and MIP evaluated therein, the proposed project would construct flooding and sea-level rise protection. Perimeter flood protection measures would be constructed for integration with the sea-level rise adaptive management strategy for Alameda Point. Along the eastern perimeter of the Seaplane Lagoon, shoreline flood protection improvements would be installed to a minimum elevation of 7.6 feet (City Datum) along Site A, based on the MIP design criteria 100-year tide, plus 24-inch sea-level rise, plus 1-foot wind/wave run-up, plus 1-foot freeboard. Geotechnical corrective measures to address liquefaction potential and stabilize the building sites may include soil improvement techniques such as soil-cement mixed columns, drilled displacement columns, stiffened foundations, and/or piles. In addition, the site would be graded to achieve the minimum required elevations per the MIP. Portions of the site would be raised up to 3 feet above the existing ground level, requiring approximately 360,000 cubic yards of on-site grading (cut to fill), and approximately 100,000 cubic yards of soil to be imported to the site.

Stormwater. A new stormwater collection system would be constructed, consisting of pipelines, manholes, inlets, pump stations, multi-purpose basins, and outfalls. The new stormwater system would be designed to convey the 25-year design storm with 6 inches of minimum freeboard. Additionally, the system would accommodate the 100-year storm, with a maximum ponding in the streets of up to the top of curb at low points in the street profiles. A new stormwater outfall would replace an existing outfall from Site A into the Bay, and would include tide valves to prevent tidal influences in the system. Due to high groundwater table, and the limited potential for collecting and reusing stormwater, the proposed project would implement low-impact development principles for the management and treatment of stormwater runoff. Although much of the system would be gravity-based, pumping may be necessary to convey treated flows to bioretention areas.

Potable Water Improvements. The existing water system would be replaced with a new potable water distribution system in phases consistent with the development build-out. The proposed distribution pipelines would connect to the existing East Bay Municipal Utility District (EBMUD) water facilities in Main Street. The proposed distribution system would range in size from 8 inches to potentially 16 inches in diameter. The proposed water distribution facilities would be installed in the backbone streets, providing potable and fire water to the proposed project.

Wastewater. The proposed project would replace the existing wastewater system with a new wastewater collection system that would be owned and operated by the City of Alameda. The proposed collection system would include gravity pipelines ranging in size from 8 inches to 24 inches in diameter, and lift/pump station(s) and force main pipelines. The proposed wastewater collection facilities would be installed in the backbone streets in Site A. The proposed system would connect to EBMUD's existing Pump Station R at the Main Gate. Pump Station R conveys wastewater flows to the EBMUD treatment plant in Oakland.

Recycled Water. A network of recycled water pipelines is anticipated to be constructed in the proposed rights-of-way of major backbone streets, and would range in size from 6 to 12 inches to serve the open space and public landscaping. The recycled water facilities would be designed and constructed in accordance with EBMUD's regulations, standards, and specifications, should provisions for a permanent source be available.

Electricity. The existing overhead transmission lines in Site A would be replaced with a new underground electric distribution system from the Cartwright Substation, in phases consistent with the development build-out. The proposed electric distribution system would consist of new underground conduits, vaults, boxes, and pads that can accommodate 15-kV-rated cables, transformers, switches, and other utility distribution equipment, including its supervisory control and data acquisition communication monitoring and controls. The electrical conduits and cables would be placed in a joint utility trench along the backbone streets. This trench would also accommodate the natural gas, telephone, cable television, possible ancillary fiber optic cable systems, and streetlight facilities.

Natural Gas. A new natural-gas-distribution system would be installed throughout Site A, replacing the existing natural gas system in phases consistent with the development build-out. This system would connect to the existing 8-inch main near the intersection of West Atlantic Avenue and Main Street. The proposed gas facilities would be constructed in the backbone streets in a phased implementation.

New Telecommunications Systems. New telecommunications systems, including telephone and cable television, would be installed. Additional empty conduits would be installed to accommodate the implementation of fiber optics by other service providers. These systems would connect to the existing systems east of Site A, near Main Street. The proposed telecommunication facilities would be constructed in the backbone streets.

4.5 Phasing and Construction

Site A would be constructed in three phases, with demolition and grading preceding each phase, and utility and street infrastructure constructed prior to completion of vertical construction for each phase. Approximately 279,429 square feet of existing buildings would be demolished. Temporary improvements would be installed as needed to connect to adjacent facilities and roadways to provide access and utilities until future development occurs.

The proposed project infrastructure improvements would be phased to accommodate the scheduled build-out of the residential, retail, commercial, parks, and open space planned for each phase of development. All below-grade utility and street surface improvements that are necessary to comply with the local, state,

and federal requirements and applicable law would be completed to deliver a fully functional phase. The phasing of the infrastructure improvements may vary depending on final build-out mix and need. All local in-tract streets (streets within the parcels) necessary to provide access and utility connections would be constructed in the appropriate phase. Each phase would also require interim transitions from the permanent improvements to the existing utilities and roadway sections.

Phase 1

Phase 1 would generally involve the construction of buildings, parks, streets, and utilities between Main Street on the east and Pan Am Way on the west, and between G Street/C Street on the north and RAMP on the south. In addition, existing buildings outside of Phase 1—such as Building 113, Building 117, Building 118, and Building 162—may be occupied with uses consistent with the Town Center Plan during any phase.

Installation of underground utilities and surface street improvements would occur first at the intersection of Main Street and RAMP, and then extend toward the western connection at Pan Am Way. Phase 1 street improvements would include construction of RAMP, A, B, C, and G streets, as well as Orion Street between RAMP and G Street, and Pan AM Way in front of Parcel 11. Main Street frontage improvements described above would be constructed during Phase 1.

Phase 1 would also include improvements to the waterfront park and shore edge along the Seaplane Lagoon, from the northeastern corner to approximately 500 lineal feet to the west. The approximately 3.05-acre urban park and the approximately 1.35-acre linear neighborhood park along G Street would be constructed during this phase.

Phase 2

Phase 2 would involve the construction of buildings, parks, streets, and utilities south of RAMP, between Main Street on the east and the Seaplane Lagoon on the west, as well as between Pan Am Way and F Street. Installation of underground utilities and street surface improvements would include Orion and C streets and Ferry Point Way from RAMP to the southern edge of Site A; E Street from Pan Am Way to the west; and F Street.

Phase 2 would also include construction of the waterfront park along Seaplane Lagoon, from RAMP to the south of Site A, covering approximately 275 lineal feet; as well as construction of the approximately 0.54-acre park on Parcel 12. In addition, the approximately 1.15-acre neighborhood park space along RAMP would be constructed during this phase.

Phase 3

Phase 3 would involve the construction of buildings, parks, streets, and utilities generally north of G and C streets, and generally from Main Street to Pan Am Way. Phase 3 would also include the extension of Orion Street and Pan Am Way improvements north to West Tower Avenue, and construction of D and C streets. The final Seaplane Lagoon park improvements would be installed along the western edge of Site A on Parcel 19.

4.6 Project Approvals

4.6.1 City of Alameda

- Disposition and Development Agreement specifying the price and terms of payment for project site and development obligations.

- Development Agreement vesting the rights to develop the project site, as set forth under the terms of that agreement.
- Development Plan including a detailed site plan, with backbone and in-tract street alignments and sections, building footprints and massing, landscape concepts, and a phasing plan, pursuant to Section 30-4.13 (j) of the Alameda Municipal Code.
- Tentative and Final Maps, Design Review, and Conditional Use Permits or variances, if determined necessary, for each phase of development.
- Density bonus waiver for construction of multi-family housing, and Affordable Housing Unit Plan.
- Site Management Plan providing guidelines for development activities to be conducted in a manner to protect the health and safety of workers, residents, visitors, and the environment.
- Infrastructure Improvement Plans for the improvement of the on-site and adjacent off-site streets, open space, wastewater, stormwater, potable water, recycled water, power, natural gas, and communications facilities for each phase of development.
- Excavation permit per City of Alameda Marsh Crust Ordinance.
- A design-level geotechnical analysis to confirm that the necessary corrective measures would be prepared as part of the design process of proposed improvements.
- Transportation Demand Management Plan Compliance Strategy.
- Demolition, grading, and building permits.
- The City of Alameda Public Works Department and Alameda Municipal Power would be responsible for reviewing and approving each of their respective components of the proposed infrastructure improvements with each development.
- All proposed improvements and structures would be compliant with the avoidance and minimization measures outlined in the Biological Opinion issued by the U.S. Fish and Wildlife Service; the Declaration of Restrictions recorded on the Alameda Point property; and a Memorandum of Agreement with the Veterans' Administration for lighting mitigation measures related to protecting the least tern colony in the Veterans' Administration property. The City of Alameda would review all proposed improvements to ensure compliance.

4.6.2 Other Agencies

- Regional Water Quality Board – Section 401 water quality certification required for activities in wetlands or below the ordinarily high water line, such as for the construction of the stormwater outfall.
- U.S. Army Corps of Engineers – Improvements in the waters of the United States require a Section 404 permit, such as for construction of the stormwater outfalls or any shoreline flood protection measures below the ordinary high water line.
- Bay Conservation and Development Commission – Permit for improvements or proposed structures in the Bay or within 100 feet of the Bay shoreline.

- Bay Area Quality Management District – Permit for asbestos abatement activities.
- EBMUD – Review and approval of proposed water, wastewater, and recycled water infrastructure improvements.
- Pacific Gas and Electric Company – Review and approval of proposed electrical and natural gas infrastructure improvements.

5.0 EVALUATION OF ENVIRONMENTAL EFFECTS

This Checklist compares the potential environmental impacts that may result from implementation of the proposed project to the effects previously identified for the APP's Development Program (including Site A), to determine whether the proposed project's environmental impacts were adequately addressed in the APP EIR per CEQA Guidelines Sections 15162 and 15183, as described under Section 2.0, above.

The checkboxes in the Checklist indicate whether the proposed project would result in environmental impacts, as described below:

- **Equal or Less Severity of Impact than Previously Identified in APP EIR** – The severity of the specific impact of the proposed project would be the same as or less than the severity of the specific impact described in the APP EIR.
- **Substantial Increase in Severity of Previously Identified Significant Impact in APP EIR** – The proposed project's specific impact would be substantially greater than the specific impact described in the APP EIR.
- **New Significant Impact** – The proposed project would result in a new significant impact that was not previously identified in the APP EIR.

Where the severity of the impacts of the proposed project would be the same as or less than the severity of the impacts described in the APP EIR, the checkbox for Equal or Less Severity of Impact Previously Identified in APP EIR is checked. Where the checkbox for Substantial Increase in Severity of Previously Identified Significant Impact in APP EIR or New Significant Impact is checked, there are significant impacts that are:

- Peculiar to project or project site (CEQA Guidelines Section 15183[b][3]);
- Not analyzed as significant impacts in the previous EIR, including off-site and cumulative impacts (CEQA Guidelines Section 15183[b][2]);
- Due to substantial changes in the project (CEQA Guidelines Section 15162[a][1]);
- Due to substantial changes in circumstances under which the project will be undertaken (CEQA Guidelines Section 15162[a][2]); or
- Due to substantial new information not known at the time the EIR was certified (CEQA Guidelines Sections 15162[a][3] and 15183[b][4]).

As described under Section 3.2, above, the APP EIR analyzed the following environmental resource topics, which are present in the Checklist below in the order that they are presented in the EIR, as follows: land use consistency and compatibility; population and housing; transportation and circulation; cultural and paleontological resources; biological resources; air quality and greenhouse gases; noise; geology, soils, and seismicity; hydrology and water quality; hazards and hazardous materials; aesthetics; public services and recreation; and utilities and service systems. The first section under each resource topic in the Checklist provides a summary of the potential environmental impacts that may result from the APP, as evaluated in the APP EIR. The second section describes the proposed project and its consistency with the EIR, identifies applicable mitigation measures, and discusses the adequacy of the EIR analysis. For the purposes of this Checklist, it is assumed that the proposed project will be required to comply with all applicable mitigation measures identified in the APP EIR and adopted and incorporated into the APP, as described in the Checklist.

This Checklist hereby incorporates by reference the APP EIR discussion and analysis of all potential environmental impact topics; only those environmental topics that could have a potential project-specific environmental impact are included. The EIR significance criteria have been consolidated and abbreviated in this Checklist for administrative purposes; a complete list of the significance criteria can be found in the APP EIR.

1. Land Use Consistency and Compatibility Would the project:	Equal or Less Severity of Impact than Previously Identified in Alameda Point Project EIR	Substantial Increase in Severity of Previously Identified Significant Impact in EIR	New Significant Impact
a. Physically divide an established community;	☒	☐	☐
b. Conflict with any applicable land use plan, policy, or regulation of an agency with jurisdiction over the project (including, but not limited to, the General Plan, specific plans, local coastal program, or zoning ordinance) adopted for the purpose of avoiding or mitigating an environmental effect; or	☒	☐	☐
c. Conflict with any applicable habitat conservation plan or natural community conservation plan.	☒	☐	☐

Findings of the APP EIR

The APP EIR determined that the APP would have less-than-significant project-level and cumulative land use impacts caused by the physical division of an established community; conflicts with applicable land use plans, policies, or regulations of an agency with jurisdiction over the project (including, but not limited to, the General Plan and zoning ordinance) adopted for the purpose of avoiding or mitigating an environmental effect; or conflicts with applicable Habitat Conservation Plans or Natural Community Conservation Plans. Therefore, no mitigation measures related to potential land use impacts were required.

The Town Center Plan created seven sub-districts, each of which are subject to form-based development standards, such as permitted building types and heights, and orientation and use regulations for the property, including permitted and conditional permitted uses.

Development of Site A

Land uses designated for the Town Center and Waterfront Sub-district include waterfront restaurants, retail, hotels, entertainment, other visitor-serving uses, and multi-family housing. As described in the APP EIR, new building types include commercial block, workplace commercial, adaptive reuse, parking structures, and attached residential building types (such as work-live, stacked flats, multiplex, and row houses). The proposed project would serve as the retail core of Alameda Point, and at full buildout, would include up to 800 residential units and 600,000 square feet of retail, commercial, and hotel uses, which would occupy new buildings and repurposed existing buildings. In addition, approximately 13.35 acres of open space and parks would be developed as part of the proposed project. New and replacement utilities and infrastructure and new streets and streetscape improvements would be constructed on the project site. The project would improve connections interior to Site A, and between

the site and surrounding areas, by constructing additional streets and pathways, and multi-modal amenities such as bikeways and pedestrian improvements.

The project would be constructed over three phases. Existing buildings outside of Phase 1, such as Building 113, Building 117, Building 118, and Building 162, may be occupied with uses consistent with the Town Center Plan during any phase. Development of Site A would conform to the requirements of the General Plan Amendment, the Zoning Ordinance Amendment, and the land use and development guidelines included in the Town Center Plan, which were analyzed in the APP EIR.

Based on an examination of the analysis, findings, and conclusions of the APP EIR, and on the discussion above, development of Site A would not substantially increase the severity of the less-than-significant land use consistency and compatibility impacts identified in the APP EIR, nor would it result in new significant land use consistency and compatibility impacts that were not identified in the APP EIR.

2. Population and Housing Would the project:	Equal or Less Severity of Impact than Previously Identified in Alameda Point Project EIR	Substantial Increase in Severity of Previously Identified Significant Impact in EIR	New Significant Impact
a. Induce substantial population growth in an area, either directly (for example, by proposing new homes and businesses) or indirectly (for example, through extension of roads or other infrastructure);	☒	☐	☐
b. Displace substantial numbers of existing housing, necessitating the construction of replacement housing elsewhere; or	☒	☐	☐
c. Displace substantial numbers of existing people, necessitating the construction of replacement housing elsewhere.	☒	☐	☐

Findings of the APP EIR

The APP EIR determined that the APP would have less-than-significant project-level and cumulative population and housing impacts related to direct or indirect inducement of substantial population or housing growth; displacement of substantial population or housing; and additional population, housing, or employment growth, or displacement of existing residents or housing units, on a regional level. Therefore, no mitigation measures related to potential land use impacts were required.

Housing and development as analyzed in the EIR would include approximately 1,425 residential units, of which 1,157 would be new units and 268 are existing single-family and multi-family housing units, resulting in approximately 3,240 persons. The EIR also analyzed approximately 5.5 million square feet of employment-generating uses in existing and newly constructed buildings, which would generate jobs for approximately 8,900 employees. Most of these jobs would be filled by people already living in the area, or by the new residents of the new housing units; these jobs would not induce an unanticipated influx of new labor into the region.

Development of Site A

The development of Site A would include approximately 800 residential units, and 600,000 square feet of commercial/retail/hotel uses, which is less than the total 1,425 residential units and approximately 5.5 million square feet of commercial facilities studied in the APP EIR. Additionally, as shown in Table 2, the population growth associated with development of Site A would be approximately 1,816 persons (56 percent of total) and an estimated 971 jobs (11 percent of total), less than the approximately 3,240 residents and 8,900 jobs analyzed in the APP EIR. Therefore, the amount of growth proposed for Site A was anticipated in the Town Center Plan, and is well within the growth evaluated in the EIR. In addition, there is no housing currently in Site A; therefore, the project would not result in the displacement of housing. Based on an examination of the analysis, findings, and conclusions of the APP EIR, and on the discussion above, development of Site A would not substantially increase the severity of the less-than-significant population and housing impacts identified in the APP EIR, nor would it result in new significant population and housing impacts that were not identified in the APP EIR.

3. Transportation and Circulation Would the project result in: ¹	Equal or Less Severity of Impact than Previously Identified in Alameda Point Project EIR	Substantial Increase in Severity of Previously Identified Significant Impact in EIR	New Significant Impact
a. Conflict with an applicable plan, ordinance, or policy establishing measures of effectiveness for the performance of the circulation system, taking into account all modes of transportation, including mass transit and non-motorized travel and relevant components of the circulation system, including but not limited to intersections, streets, highways and freeways, pedestrian and bicycle paths, and mass transit;	☒	☐	☐
b. Conflict with an applicable congestion management program, including but not limited to level of service standards and travel demand measures, or other standards established by the congestion management agency for designated roads or highways;	☒	☐	☐
c. Result in a change in air traffic patterns, including either an increase in traffic levels or a change in location that results in substantial safety risks;	☒	☐	☐
d. Substantially increase hazards due to a design feature (e.g., sharp curves or dangerous intersections) or incompatible uses (e.g., farm equipment);	☒	☐	☐

3. Transportation and Circulation Would the project result in: ¹	Equal or Less Severity of Impact than Previously Identified in Alameda Point Project EIR	Substantial Increase in Severity of Previously Identified Significant Impact in EIR	New Significant Impact
e. Conflict with adopted policies, plans, or programs regarding public transit, bicycle, or pedestrian facilities, or otherwise decrease the performance or safety of such facilities; or	☒	☐	☐
f. Conflict with adopted policies, plans, or programs regarding public transit, bicycle, or pedestrian facilities, or otherwise decrease the performance or safety of such facilities.	☒	☐	☐
¹ The APP EIR also included an analysis of potential transportation and circulation impacts based on criteria recommended by the City of Alameda Transportation Commission, the City of Oakland CEQA thresholds (for intersections in Oakland), Caltrans (for freeway segments and ramps), and the Alameda County Transportation Commission (for Congestion Management Program roadway segments). Although these specific criteria are not listed here, the discussion below reflects the results of this analysis. Please refer to the APP EIR for these specific criteria.			

Findings of the APP EIR

The APP EIR also determined that the APP could result in significant project-level and cumulative transportation and circulation impacts at local study locations in the cities of Alameda and Oakland. During construction, the APP EIR determined that development facilitated by the APP would generate temporary increases in traffic volumes on area roadways, resulting in a significant impact. Implementation of **Mitigation Measure 4.C-1** (Construction Management Plan) would reduce this impact to a less-than-significant level. The APP, at full buildout, would generate approximately 33,429 daily vehicle trips, about 2,928 weekday morning (a.m.) peak-hour trips, and 3,294 weekday evening (p.m.) peak-hour trips. Even with the implementation of **Mitigation Measures 4.C-2a through 4.C-2o** (TDM Program, Monitoring, and measures to implement physical improvements), and **Mitigation Measures 4.C-5a through 4.C-5ziv** (TDM Program, Monitoring, Fund Fair Share Contribution to Transportation Improvements, and measures to implement physical improvements),⁸ the EIR determined that the redevelopment and reuse of NAS Alameda would result in significant and unavoidable project-level and cumulative impacts at local study locations due to an increase in traffic. In addition, project-level and cumulative transportation-related increases in peak-hour traffic volumes could potentially result in additional collisions involving pedestrians at the Oakland Chinatown intersections closest to the portals of the Webster and Posey tubes. This impact would be significant and unavoidable, even with implementation of **Mitigation Measure 4.C-9** (Chinatown Pedestrians).

The APP EIR determined that the APP would have negligible changes in density (vehicles per lane) and a minimal change in level of service on the freeway mainline or freeway ramps under project and/or cumulative conditions. The APP could result in an increase in traffic congestion on local streets that could affect emergency response times, but—in accordance with the existing City requirements, standards, and regulations—all development projects and transportation improvements would be reviewed by local emergency services providers (including the police and fire departments) for consistency with their standards and provision of adequate emergency access. Overall, the APP EIR

⁸ See APP EIR for a complete list of these measures.

determined that impacts to freeway facilities and emergency vehicle access would be less than significant, and no mitigation would be required.

Development of Site A

Site A would be developed with a “complete streets” transportation network that would support a variety of modes of transportation, and would provide pedestrian, bicycle, and transit facilities, consistent with the MIP. New roadways would be constructed, and existing roadways would be re-aligned, resulting in a grid street network on the site, as described under Project Description, above. The street system would include regional arterials, such as Main Street and RAMP; collector streets, such as Pan Am Way; and a network of local streets with connecting alleys. Sidewalks would be constructed along streets, with widths varying between 6 and 15 feet, based on street right-of-way sections. A dedicated bus rapid transit lane would be constructed along portions of the RAMP extension.

The development of Site A would include approximately 800 residential units, and 600,000 square feet of commercial/retail/hotel uses, which is less than the total 1,425 residential units and approximately 5.5 million square feet of commercial facilities studied in the APP EIR. Additionally, as shown in Table 2, the population growth associated with development of Site A would be approximately 1,816 persons (56 percent of total) and an estimated 971 jobs (11 percent of total), less than the approximately 3,240 residents and 8,900 jobs analyzed in the APP EIR. Therefore, the amount of growth proposed for Site A was anticipated in the Town Center Plan, and is well within the growth evaluated in the EIR. Additionally, the proposed land uses and densities would be consistent with the project evaluated in the APP EIR.

Because the proposed project contributes only a portion of the residents (56 percent of total) and jobs (11 percent of total) analyzed in the APP EIR, the proposed project would not generate more weekday peak hour vehicle trips than studied in the APP EIR, and would not result in a substantial increase in the severity of the significant impacts previously identified in the APP EIR; therefore, project-generated trips were adequately covered in the previous analysis. Because the proposed project contributes to future traffic levels along affected roadways, the project sponsor would be required to adhere to specific mitigation measures from the APP EIR Mitigation and Monitoring Report Program, which are noted in Attachment A. Implementation of specific mitigation measures (and other requirements to minimize transportation impacts) would be coordinated between the project sponsor and the City of Alameda, as appropriate. Such measures shall include funding a fair share to the total costs of identifiable transportation improvements, and the implementation of a Transportation Demand Management (TDM) program pursuant to APP EIR findings and relevant project approvals. Additionally, the TDM Plan was approved by the City Council on May 20, 2014.

Based on an examination of the analysis, findings, and conclusions of the APP EIR, and on the discussion above, development of Site A would not substantially increase the severity of significant transportation and circulation impacts identified in the APP EIR, nor would it result in new significant transportation and circulation impacts that were not identified in the APP EIR.

4. Cultural and Paleontological Resources Would the project:	Equal or Less Severity of Impact than Previously Identified in Alameda Point Project EIR	Substantial Increase in Severity of Previously Identified Significant Impact in EIR	New Significant Impact
a. Cause a substantial adverse change in the significance of a historical resource, as defined in Section 15064.5;	☒	☐	☐
b. Cause a substantial adverse change in the significance of a unique archaeological resource, pursuant to Section 15064.5;	☒	☐	☐
c. Directly or indirectly destroy a unique paleontological resource or site or unique geologic feature; or	☒	☐	☐
d. Disturb any human remains, including those interred outside of formal cemeteries.	☒	☐	☐

Findings of the APP EIR

Alameda Point contains the NAS Alameda Historic District, which covers approximately 406.5 acres. The NAS Alameda Historic District contains 100 contributors, including 99 contributing buildings and structures, and contributing historic cultural landscape features. Portions of the NAS Alameda Historic District overlap with the Town Center and Waterfront Sub-district. The EIR determined that the APP could result in significant impacts to the NAS Alameda Historic District, and identified **Mitigation Measure 4.D-1a** (Historic Preservation Ordinance), **Mitigation Measure 4.D-1b** (Guidelines), **Mitigation Measure 4.D-1c** (Removal Mitigation Plans), and **Mitigation Measure 4.D-5** (Implement Mitigation Measure 4.D-1), all of which would reduce significant impacts; however, even with the implementation of these mitigation measures, impacts could remain significant and unavoidable.

No archaeological resources have been recorded on Alameda Point, and the area has a low potential to contain buried prehistoric or historic-era sites. In addition, there are no known fossil sites in the project area, and the underlying geologic units have a low potential to yield significant paleontological resources. There is no indication that the area has been used for burial purposes in the recent or distant past, and it is unlikely that human remains would be encountered in the project area. The EIR determined that impacts resulting from inadvertent discovery of archaeological resources, paleontological resources, or human remains would be less than significant with implementation of **Mitigation Measure 4.D-2** (Archaeological Resources), **Mitigation Measure 4.D-3** (Paleontological Resources), **Mitigation Measure 4.D-4** (Human Remains), **Mitigation Measures 4.D-5** (Implement Mitigation Measure 4.D-1), and **Mitigation Measure 4.D-6** (Implement Mitigation Measures 4.D-2, 4.D-3, and 4.D-4).

Development of Site A

The APP EIR included an analysis of the potential effects to historic resources resulting from the development of new buildings in close proximity to the NAS Alameda Historic District or within the District, including the development of Site A. The portion of Site A that is west of Ferry Point Way is in the NAS Alameda Historic District. Within the Historic District, the proposed project would construct open-space improvements along the Seaplane Lagoon, as well as retail buildings with heights of up to 35 feet. These buildings would be consistent with the height limits designated in the NAS Alameda Historic District Hanger sub-area and the Historic District Infill Guidelines described in the Town Center

Plan. The project would maintain the character-defining views and street alignment through the project area, further described in Aesthetics, below.

Outside of the NAS Alameda Historic District, the proposed project would reuse approximately seven buildings on Site A, as described under Section 4.1, and shown in Table 1, above; and would demolish several other buildings. As described in the APP EIR, none of these buildings are considered a historic resource for the purposes of CEQA. Development in the Historic District, including modification of existing historic resources or the construction of new buildings, will require compliance with **Mitigation Measures 4.D-1a and 4.D-1b**, as applicable.

Based on the records search performed as part of the APP EIR cultural resources analysis (which included a 0.5-mile radius around the project area), there are no known archaeological or paleontological resources in the project area (including Site A), and no indication that the project area has been used for burial purposes. However, the development of Site A would be required to implement **Mitigation Measures 4.D-2, 4.D-3, 4.D-4, 4.D-5, and 4.D-6** to mitigate potential effects related to inadvertent discovery of cultural resources.

Based on an examination of the analysis, findings, and conclusions of the APP EIR, and on the discussion above, development of Site A would not substantially increase the severity of the significant cultural and paleontological resources impacts identified in the APP EIR, nor would it result in new significant cultural and paleontological resources impacts that were not identified in the APP EIR.

5. Biological Resources	Equal or Less Severity of Impact than Previously Identified in Alameda Point Project EIR	Substantial Increase in Severity of Previously Identified Significant Impact in EIR	New Significant Impact
Would the project:			
a. 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 Wildlife or U.S. Fish and Wildlife Service;	☒	☐	☐
b. 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 Wildlife or U.S. Fish and Wildlife Service;	☒	☐	☐
c. Have a substantial adverse effect on federally protected wetlands (as defined by Section 404 of the Clean Water Act) or on Waters of the State protected wetlands, through direct removal, filling, hydrological interruption, or other means;	☒	☐	☐

5. Biological Resources Would the project:	Equal or Less Severity of Impact than Previously Identified in Alameda Point Project EIR	Substantial Increase in Severity of Previously Identified Significant Impact in EIR	New Significant Impact
d. 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;	☒	☐	☐
e. Conflict with any local policies or ordinances protecting biological resources, such as a tree preservation policy or ordinance; or	☒	☐	☐
f. Conflict with any adopted local, regional, or State Habitat Conservation Plan.	☒	☐	☐

Findings of the APP EIR

The APP EIR determined that the APP could result in significant project-level and cumulative biological resource impacts on special-status wildlife, sensitive natural communities, riparian habitat, jurisdictional waters, and migratory and breeding wildlife; and conflict with policies and ordinances protecting biological resources. The EIR included mitigation measures that would reduce these impacts to a less-than-significant level.

The EIR identified numerous impacts to special-status fish and marine mammals from construction of the proposed marina and ferry terminal, as well as other in-water construction, and identified **Mitigation Measure 4.E-1a** (Sound Attenuation Monitoring Plan), **Mitigation Measure 4.E-1b** (NMFS and CDFW Consultation), **Mitigation Measure 4.E-1c** (Additional Noise Attenuation Measures), and **Mitigation Measure 4.E-1d** (Dock Lighting) to reduce these impacts to less-than-significant levels. **Mitigation Measure 4.E-1e** (Northwest Territories Sensitive Resources Measures) applies to the development of the Bay Trail and a proposed regional park. Development of the APP, including Site A, could impact potential bat roosting sites in vacant or underused buildings, other manmade structures, and trees in or near the project site. Compliance with **Mitigation Measure 4.E-1f** (Bat Pre-Construction Survey) and **Mitigation Measure 4.E-1g** (Bat Maternity Colony Measures) would ensure that the proposed project has a less-than-significant impact on special-status wildlife. **Mitigation Measure 4.E-1h** (Monarch Butterflies) provides for monarch butterfly roost protection, typically groves of mature conifer and eucalyptus trees.

The EIR identified potential impacts to sensitive natural communities and jurisdictional waters—including federally protected wetlands, “other waters,” and navigable waters—due to marina and ferry terminal and other in-water construction. **Mitigation Measure 4.E-2a** (Native Oysters and Eelgrass), **Mitigation Measure 4.E-2b** (Boater Education), and **Mitigation Measure 4.E-2c** (Invasive Species Control Plan) apply to the marina and ferry terminal construction; **Mitigation Measure 4.E-3a** (Wetlands), **Mitigation Measure 4.E-3b** (BMPs for Wetlands), and **Mitigation Measure 4.E-3c** (Wetland Mitigation and Monitoring Plan) apply to work in the vicinity of jurisdictional waters.

The APP could interfere with the movement of 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; **Mitigation Measure 4.E-4a** (Marine Craft Access Corridors) would apply to marine activities. The APP EIR determined that the project has the potential to induce bird collisions with lighted buildings and other

structures, and would be required to implement **Mitigation Measure 4.E-4b** (Bird Strike Mitigation); this measure requires design features that reduce the risk of avian collisions, and also requires the avoidance and minimization of increases in ambient night lighting. In addition, the APP would have to implement **Mitigation Measure 4.E-4c** (Breeding Birds) and **Mitigation Measure 4.E-4d** (Burrowing Owl) to avoid impacts on nesting birds and burrowing owls. General increases in ambient noise levels due to buildout would be less than significant; however, construction activities could generate noise that would substantially exceed ambient levels, and impact nesting birds. Implementation of **Mitigation Measure 4.E-4e** (Noise Mitigation Measures for Breeding Birds) would reduce this impact to a less-than-significant level. Open refuse containers would be prohibited throughout the project area through implementation of **Mitigation Measure 4.E-4f** (Open Refuse Containers); this would minimize the potential for increased predation on migratory and breeding birds. **Mitigation Measures 4.E-5, 4.E-6, and 4.E-7** require the implementation of the above measures to reduce conflicts with policies and ordinances, and to reduce cumulative impacts.

Development of Site A

Site A is generally developed and landscaped; it is not within the Northwest Territories or on the Federal Property, and is not within close proximity of the California least tern nesting colony. As described in Section 2.2, above, the land uses, building types, heights, and massing for the Site A development would be consistent with the Town Center Plan evaluated in the APP EIR, as well as the open spaces and view corridors. Elements of the proposed project may include in-water construction along the Seaplane Lagoon for the construction of park and levee facilities, which was evaluated in the APP EIR.

Therefore, development of Site A would require the implementation of **Mitigation Measure 4.E-1a**, for activities that involve pile driving in the Seaplane Lagoon; **Mitigation Measures 4.E-1b, 4.E-1c, 4.E-1d, and 4.E-2c**, for in-water construction activities Seaplane Lagoon or San Francisco Bay; and **Mitigation Measures 4.E-1f and 4.E-1g**, for demolition of buildings or removal of trees. **Mitigation Measures 4.E-3a, 4.E-3b, and 4.E-3c** are required for work near jurisdictional waters. In addition, **Mitigation Measures 4.E-4b, 4.E-4c, and 4.E-4f** related to bird strikes, breeding birds, and refuse containers would apply to the project. **Mitigation Measures 4.E-5, 4.E-6, and 4.E-7** would also apply to the project.

Based on an examination of the analysis, findings, and conclusions of the APP EIR, and on the discussion above, development of Site A would not substantially increase the severity of the less-than-significant biological resources impacts identified in the APP EIR, nor would it result in new significant biological impacts that were not identified in the APP EIR.

6. Air Quality and Greenhouse Gases Would the project:	Equal or Less Severity of Impact than Previously Identified in Alameda Point Project EIR	Substantial Increase in Severity of Previously Identified Significant Impact in EIR	New Significant Impact
a. Conflict with or obstruct implementation of the applicable air quality plan;	☒	☐	☐
b. Violate any air quality standard or contribute substantially to an existing or projected air quality violation;	☒	☐	☐

6. Air Quality and Greenhouse Gases Would the project:	Equal or Less Severity of Impact than Previously Identified in Alameda Point Project EIR	Substantial Increase in Severity of Previously Identified Significant Impact in EIR	New Significant Impact
c. Result in a cumulatively considerable net increase of any criteria 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);	☒	☐	☐
d. Expose sensitive receptors to substantial pollutant concentrations;	☒	☐	☐
e. Create objectionable odors affecting a substantial number of people;	☒	☐	☐
f. Generate greenhouse gas emissions, either directly or indirectly, that may have a significant impact on the environment; or	☒	☐	☐
g. Conflict with any applicable plan, policy or regulation of an agency adopted for the purpose of reducing the emissions of greenhouse gases.	☒	☐	☐

Findings of the APP EIR

The APP EIR determined that the redevelopment and reuse of NAS Alameda could result in significant air quality impacts due to construction activities (including demolition, excavation, and other construction activities), and to the generation of fugitive dust, toxic air contaminants (TACs), and air emissions from construction vehicles. Therefore, all construction activities, including the development of Site A, would require implementation of **Mitigation Measure 4.F-1a** (Fugitive Dust), **Mitigation Measure 4.F-1b** (Construction Exhaust), **Mitigation Measure 4.F-1c** (Demolition Controls), **Mitigation Measure 4.F-1d** (Toxic Air Contaminants and PM_{2.5}), and **Mitigation Measure 4.F-1e** (Delayed Occupancy). The EIR further determined that although localized emissions of fugitive dust and TACs would be reduced to less-than-significant levels with mitigation, project-level and cumulative construction air quality impacts from regional ozone precursors (reactive organic gas [ROG] and oxides of nitrogen) would remain significant and unavoidable even with the implementation of these measures, due to uncertainty of the scheduling and phasing of development at Alameda Point and the potential for the overlap of project construction activities.

The EIR also determined that the development of NAS Alameda could result in significant operational air quality impacts due to an increase in emissions sources—including on-site area and energy sources (e.g., natural gas combustion for space and water heating, landscape maintenance, and use of consumer products such as hairsprays, deodorants, and cleaning products), and exhaust emissions from on-road vehicle traffic associated with the proposed land uses on the project site. Therefore, all development at Alameda Point will be required to comply with **Mitigation Measure 4.F-2** (Greenhouse Gas Reduction Measures), which includes design requirements (including Green Building Code standards) to minimize the generation of ROG, particulate matter less than or equal to 10 microns in diameter, and particulate

matter less than or equal to 2.5 microns in diameter; and also requires the preparation of a TDM program, and participation by all sponsors of development at Alameda Point. However, to be conservative the APP EIR determined that the potential increase in traffic-generated air emissions would be a significant and unavoidable project-level and cumulative impact.

The EIR identified **Mitigation Measure 4.F-4** (Implement Mitigation Measures 4.F-1a, 4.F-1b, and 4.F-1e), **Mitigation Measure 4.F-7a** (Implement Mitigation Measure 4.F-2), **Mitigation Measure 4.F-7b** (Fuel-Efficient Vehicles), and **Mitigation Measure 4.F-8** (Implement Mitigation Measures 4.F-2 and 4.F-7b) to address other significant air quality impacts. The EIR determined that all remaining air quality impacts (including the exposure of sensitive receptors to carbon monoxide concentrations, the creation of objectionable odors, or the obstruction of the applicable air quality plan) would be less than significant.

Development of Site A

Based on the APP EIR Figure 4.F-1, sensitive receptors are located to the east of Site A/east of Main Street, and north of Site A/north of West Tower Street. There are currently no sensitive receptors in Site A; however, with phased development, sensitive receptors would occupy portions of Site A.

Buildout of the proposed Site A project would result in up to 800 residential units and 600,000 square feet of retail, commercial, and hotel uses, consisting of 200,000 square feet of new buildings and up to 400,000 square feet of existing buildings to be repurposed. The land uses, densities, and general location of these uses would be consistent with the project evaluated in the APP EIR. In addition, the amount of development proposed for Site A would be less than the total project analyzed in the APP EIR (5.5 million square feet of commercial/retail/industrial uses, and 1,425 residential units). As described in the qualitative air quality and GHG assessment prepared for the proposed project, total buildout of Site A overall, as well as for each of the three proposed phases of development individually, the proposed project would not result in a greater amount of development (in terms of building square footage) or a greater rate of construction when compared to the project analyzed in the APP EIR (see Attachment B). In addition, the proposed project would not locate new sensitive receptors substantially closer to TAC emission sources or odor sources compared to the APP full project buildout scenario analyzed in the APP EIR; and would not result in greater TAC sources and odor sources, or locate these sources closer to existing sensitive receptors when compared to the project evaluated in the APP EIR.

Therefore, the emissions associated with the construction and operation of Site A were adequately described in the APP EIR. Development of Site A would require implementation of **Mitigation Measures 4.F-1a through 1-e, 4.F-2, 4.F-4, 4.F-7a, and 4.F-8**. The City of Alameda is responsible for implementing **Mitigation Measure 4.F-7b**.

Based on an examination of the analysis, findings, and conclusions of the APP EIR, and on the discussion above, development of Site A would not substantially increase the severity of significant air quality or greenhouse gas (GHG) impacts identified in the APP EIR, nor would it result in new significant air quality or GHG impacts that were not identified in the APP EIR.

7. Noise Would the project result in:	Equal or Less Severity of Impact than Previously Identified in Alameda Point Project EIR	Substantial Increase in Severity of Previously Identified Significant Impact in EIR	New Significant Impact
a. Exposure of persons to, or generation of, noise levels in excess of standards established in the local general plan, noise ordinance, or applicable standards of other agencies; - An increase in noise exposure of 4 or more dB if the resulting noise level would exceed that described as normally acceptable for the affected land use, as indicated in Table 8-1 (Table 4.G-3 above). - Any increase of 6 dB or more, due to the potential for adverse community response. - When evaluating noise impacts associated with new residential development, exposure to traffic noise in outdoor yard spaces shall not be considered a significant impact. (Policy 8.7.h);	☒	☐	☐
b. Exposure of persons to or generation of excessive ground-borne vibration or ground-borne noise levels;	☒	☐	☐
c. A substantial permanent increase in ambient noise levels in the project vicinity above levels existing without the project;	☒	☐	☐
d. A substantial temporary or periodic increase in ambient noise levels in the project vicinity above levels existing without the project;	☒	☐	☐
e. Exposure of people residing or working in the area around the project site to excessive noise levels (for a project located within an airport land use plan or, where such a plan has not been adopted, within two miles of a public airport or public use airport); or	☒	☐	☐
f. Exposure of people residing or working in the area around the project site to excessive noise levels (for a project within the vicinity of a private airstrip).	☒	☐	☐

Findings of the APP EIR

The APP EIR determined that the APP could result in significant project-level and cumulative noise impacts. Even with implementation of **Mitigation Measure 4.G-1a** (Construction Hours), **Mitigation Measure 4.G-1b** (Construction Noise Measures), **Mitigation Measure 4.G-1c** (Pile-Driving Noise Attenuation Measures), and **Mitigation Measure 4.G-1d** (Complaint Tracking), the EIR

determined that the redevelopment and reuse of NAS Alameda would result in significant and unavoidable project-level impacts due to construction noise.

Impacts related to groundborne construction vibration, groundborne construction noise, non-transportation-related operations, and the placement of noise-sensitive residential uses in noisy environments would be reduced to less-than-significant levels with implementation of **Mitigation Measure 4.G-2** (Implement Mitigation Measures 4.G-1a through 4.G-1d), **Mitigation Measure 4.G-4** (Noise Ordinance), and **Mitigation Measure 4.G-5** (Noise Study and Design Measures).

In addition, project-level and cumulative transportation-related operations noise impacts would be significant and unavoidable, even with implementation of **Mitigation Measure 4.G-3** (Implement Mitigation Measure 4.C-2a) and **Mitigation Measure 4.G-6** (Implement Mitigation Measures 4.G-3 and 4.G-5).

Development of Site A

Existing noise-sensitive uses (such as residences and schools) are present north of Site A, near Pearl Harbor Road and West Essex Drive, as well as east of Main Street outside the APP area. Other existing noise-sensitive uses near Site A include the Alameda Point Multi-Purpose Field and City View Skate Park, both north of Site A. As described in the APP EIR, these noise-sensitive uses could be negatively impacted by construction activities at Site A. Therefore, the construction activities at Site A would be required to implement the above-described construction mitigation measures, including **Mitigation Measures 4.G-1a through 4.G-1d and 4.G-2** (if pile driving is required).

The development of Site A would result in an increase in transportation- and non-transportation-generated noise sources over existing conditions. The potential increase in noise associated with an increase in traffic volumes caused by the development of Site A was accounted for in the noise analysis included in the APP EIR. In addition, the analysis for the increase in non-transportation-generated noise included assumptions for the types of development proposed for Site A. Therefore, the development of Site A would be required to implement **Mitigation Measures 4.G-3 and 4.G-6** to reduce transportation-related noise levels, and **Mitigation Measure 4.G-4** to minimize noise from stationary sources.

Existing and proposed noise sources, including loading docks, traffic, and the sports complex were accounted for in the APP EIR and would be as analyzed therein. Long-term noise measurements in the vicinity of the area proposed for development in Site A indicate that the existing ambient noise environment at Site A is greater than 60 A-weighted decibels (dBA), community noise equivalent level. An exterior noise level of 60 dBA or greater would result in potentially incompatible interior noise levels for new sensitive receptors. Therefore, per **Mitigation Measure 4.G-5**, a detailed noise study to determine applicable design measures to achieve acceptable interior noise levels at new residences would be required.

Based on an examination of the analysis, findings, and conclusions of the APP EIR, and on the discussion above, development of Site A would not substantially increase the severity of significant noise impacts identified in the APP EIR, nor would it result in new significant noise impacts that were not identified in the APP EIR.

8. Geology, Soils, and Seismicity Would the project:	Equal or Less Severity of Impact than Previously Identified in Alameda Point Project EIR	Substantial Increase in Severity of Previously Identified Significant Impact in EIR	New Significant Impact
a. Expose people or structures to potential substantial adverse effects, including 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 issued by the State Geologist for the area or based on other substantial evidence of a known fault;			
ii) Strong seismic ground-shaking;			
iii) Seismic-related ground failure, including liquefaction; and/or			
iv) Landslides.			
b. Result in substantial soil erosion or the loss of topsoil;	☒	☐	☐
c. Be located on a geologic unit or soil that is unstable, or that would become unstable as a result of the project, and potentially result in on or off-site landslide, lateral spreading, subsidence, liquefaction or collapse;	☒	☐	☐
d. Be located on expansive soil, as defined in Table 18-1-B of the Uniform Building Code creating substantial risks to life or property; or	☒	☐	☐
e. Have soils incapable of adequately supporting the use of septic tanks or alternative wastewater disposal systems where sewers are not available for the disposal of wastewater.	☒	☐	☐

Findings of the APP EIR

The APP EIR determined that the APP could have significant project-level and cumulative impacts on geology, soils, and seismicity, due to seismic conditions (including structural damage, seismically induced ground failure, liquefaction, lateral spreading, and earthquake-induced settlement and landslides) and the presence of unstable, compressible, and/or expansive soils. The APP EIR included **Mitigation Measure 4.H-1** (Geotechnical Investigation), **Mitigation Measure 4.H-2** (Geotechnical Mitigation), **Mitigation Measure 4.H-3** (Slope Stability Plan), **Mitigation Measure 4.H-4** (Settlement Mitigation), and **Mitigation Measure 4.H-5** (Expansive Soils Assessment), requiring the completion of a site-specific, design-level geotechnical investigation for all development on the project site. The mitigation measures also described the scope of the geotechnical investigation, and a requirement for the development of appropriate engineering techniques to reduce potentially adverse geologic effects. Implementation of these required mitigation measures would reduce the significant impacts to less-than-significant levels.

Development of Site A

Site A is relatively flat, with very little topographical relief, and is generally not susceptible to landslides. It is not within 50 feet of the northern shoreline, and is not considered to have static slope stability issues. However, Site A is underlain by artificial fill and Bay Mud, which is generally susceptible to subsidence or settlement. Subsidence related to consolidation of Bay Mud beneath fill and foundation settlement, and

directly related to site-specific structural building loads, could affect structures proposed as part of the development of Site A. In addition, the area is in an area of high seismic activity. The proposed project would develop Site A with land uses, building types, building heights, and densities consistent with the project evaluated in the APP EIR. **Mitigation Measures 4.H-1, 4.H-2, 4.H-4, and 4.H-5** would apply to Site A, and a design-level geotechnical investigation and related mitigations and recommendations would be required.

Based on an examination of the analysis, findings, and conclusions of the APP EIR, and on the discussion above, development of Site A would not substantially increase the severity of significant geology, soils, or seismicity impacts identified in the APP EIR, nor would it result in new significant geology, soils, or seismicity impacts that were not identified in the APP EIR.

9. Hydrology and Water Quality Would the project:	Equal or Less Severity of Impact than Previously Identified in Alameda Point Project EIR	Substantial Increase in Severity of Previously Identified Significant Impact in EIR	New Significant Impact
a. Violate any water quality standards or waste discharge requirements or otherwise substantially degrade water quality;	☒	☐	☐
b. Substantially deplete groundwater supplies or interfere substantially with groundwater recharge such that there would be a net deficit in aquifer volume or a lowering of the local groundwater table level;	☒	☐	☐
c. Substantially alter the existing drainage pattern of the site or area through the alteration of the course of a stream or river, or by other means, in a manner that would result in substantial erosion or siltation on- or off-site or substantially increase the rate or amount of surface runoff in a manner that would result in flooding on- or off-site;	☒	☐	☐
d. Create or substantially contribute to runoff water that would exceed the capacity of existing or planned stormwater drainage systems or provide substantial additional sources of polluted runoff;	☒	☐	☐
e. Place housing or other improvements within a 100-year flood hazard zone as mapped on a federal Flood Hazard Boundary or Flood Insurance Rate Map or other flood hazard map or impede or redirect flood flows;	☒	☐	☐
f. Expose people or structures to a significant risk of loss, injury or death involving flooding, including flooding as a result of the failure of a levee or dam; or	☒	☐	☐
g. Expose people or structures to a significant risk of loss, injury or death involving inundation by seiche, tsunami, or mudflow.	☒	☐	☐

Findings of the APP EIR

The APP EIR determined that the APP would have less-than-significant project-level and cumulative hydrology and water quality impacts associated with dewatering during construction, fertilizer use on landscaped areas, placing housing and other structures in areas subject to flooding, and flooding as a result of sea-level rise, with incorporation of **Mitigation Measure 4.I-1** (Water Quality Measures), **Mitigation Measure 4.I-2** (Integrated Pest Management), **Mitigation Measure 4.I-6** (Flood Protection Measures), and **Mitigation Measure 4.I-8** (Sea-Level Protection), described below.

Other potential hydrology and water quality impacts would be less than significant, and would not require mitigation. The APP could result in on-land and in-water construction activities that would be subject to San Francisco Bay Regional Water Quality Control Board (RWQCB) requirements; which, as part of the General Construction Permit, would include preparation and execution of a Storm Water Pollution Prevention Plan that would outline construction stormwater quality management practices, likely based on the Alameda County Clean Water Program Stormwater Quality Management Plan. For in-water construction, a project sponsor would be required to obtain permits from the U.S. Army Corps of Engineers, RWQCB, San Francisco Bay Conservation and Development Commission, and the City of Alameda, which would include measures to protect water quality during construction. Development projects would be required to implement stormwater management measures on site, as well as install a new stormwater system throughout the project site to collect and convey stormwater flows through new outfall structures, thereby minimizing the impact related to increased runoff.

Development of Site A

As described in the MIP, the elevation on Alameda Point ranges from 1 foot to 8 feet, with areas immediately along the Seaplane Lagoon and extending along Ferry Point within Site A that are in the 100-year tide zone, and therefore vulnerable to flooding. Areas generally between West Trident Avenue and West Atlantic Avenue are also in the 100-year tide, plus 24-inch sea-rise zone, and are therefore also vulnerable. The Site A project includes flood and sea-level rise protection improvements that are consistent with the requirements established in the MIP, described under Project Description, above, which would provide protection for up to 24 inches of future sea-level rise. This level of protection would exceed the level of protection required per the APP EIR, for 18 inches of future sea-level rise. These improvements, along with other components of the project, such as docks and stormwater outfalls, would involve in-water construction.

The proposed project would also involve construction of new and repurposed buildings, which would provide up to 800 residential units and 600,000 square feet of commercial uses; new and replacement infrastructure, including utilities and streets; and approximately 13.35 acres of open space. These activities, including the in-water construction described above, are within the scope of the project evaluated in the APP EIR.

The new utilities, including storm drains, flood, and sea-level-rise protection, implementation of Low-Impact Development in compliance with Provision C.3 of the NPDES, and the net increase in impervious surfaces, would reduce impacts to water quality. In addition, **Mitigation Measure 4.I-1** and **Mitigation Measure 4.I-2** would apply to the project; the City of Alameda is responsible for implementing **Mitigation Measure 4.I-8**.

Based on an examination of the analysis, findings, and conclusions of the APP EIR, and on the discussion above, development of Site A would not substantially increase the severity of significant hydrology and

water quality impacts identified in the APP EIR, nor would it result in new significant hydrology and water quality impacts that were not identified in the APP EIR.

10. Hazards and Hazardous Materials Would the project:	Equal or Less Severity of Impact than Previously Identified in Alameda Point Project EIR	Substantial Increase in Severity of Previously Identified Significant Impact in EIR	New Significant Impact
a. Create a significant hazard to the public or the environment through the routine transport, use, or disposal of hazardous materials;	☒	☐	☐
b. 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;	☒	☐	☐
c. Emit hazardous emissions or handle hazardous or acutely hazardous materials, substances, or waste within one-quarter mile of an existing or proposed school;	☒	☐	☐
d. Be located on a site that is included on a list of hazardous materials sites compiled pursuant to Government Code Section 65962.5 and, as a result, create a significant hazard to the public or the environment;	☒	☐	☐
e. Be located within an airport land use plan or, where such a plan has not been adopted, within two miles of a public airport or public use airport, would the project result in a safety hazard for people residing or working in the project area;	☒	☐	☐
f. Result in a safety hazard for people residing or working in the project site vicinity for a project within the vicinity of a private airstrip;	☒	☐	☐
g. Impair implementation of or physically interfere with an adopted emergency response plan or emergency evacuation plan; or	☒	☐	☐
h. Expose people or structures to a significant risk of loss, injury or death involving wildland fires, including where wildlands are adjacent to urbanized areas or where residences are intermixed with wildlands.	☒	☐	☐

Findings of the APP EIR

The Navy has been undertaking “necessary measures to meet the requirements and notifications for hazardous substances, petroleum products, and other regulated materials necessary for an environmentally suitable transfer of the site to the City of Alameda.” These measures have included a process to “identify, analyze, and clean up any releases of hazardous materials and wastes associated with past Navy operations.” These measures and activities will continue after transfer of the former NAS Alameda to the City of Alameda, until regulatory closure is received.

However, because of the long history of industrial and naval uses of the site, the EIR determined that potentially significant impacts would result from the demolition of existing structures (due to the potential for the structures to contain hazardous building materials) and new construction (due to the disturbance of contaminated soils and groundwater). Therefore, construction activities would require compliance with **Mitigation Measure 4.J-1a** (Hazardous Building Material Assessment), **Mitigation Measure 4.J-1b** (Health and Safety Plan), **Mitigation Measure 4.J-1c** (LBP Removal Plan), **Mitigation Measure 4.J-1d** (Asbestos Abatement Plan), **Mitigation Measure 4.J-1e** (PCB Abatement), **Mitigation Measure 4.J-2** (Site Management Plan), and **Mitigation Measure 4.J-7** (Land-Use Restriction Tracking Program). Included in these measures are requirements for the completion of a hazardous building material assessment, and implementation of recommendations included therein prior to the start of demolition activities; preparation of a Site Management Plan by the City of Alameda for incorporation into construction specifications; and a requirement that the City of Alameda include closed and open Installation Restoration (IR) Comprehensive Environmental Response, Compensation, and Liability Act sites that have land-use controls within its Land-Use Restriction Tracking Program. The EIR determined that implementation of these mitigation measures would reduce all significant hazards and hazardous materials impacts to a less-than-significant level.

Development of Site A

As described in the project description, a Finding of Suitability to Transfer (FOST) for the project site was completed on February 13, 2013; it covers a large portion of Alameda Point, and addresses areas of the former base outside of the FOST area, including some of the parcels in Site A. As designated under the Department of Defense’s IR Program (an initiative to identify, investigate, and clean up hazardous waste sites on former military bases), Site A includes all or portions of IR 3 (Abandoned Fuel Storage Area), IR 4 (Building 360 [Aircraft Engine Facility]), IR 11 (Building 14 [Engine Test Cell]), IR 17 (Seaplane Lagoon), IR 21 (Building 162 [Ship Fitting and Engine Repair]), and IR 35 (Areas of Concern in Transfer parcel EDC-5). In addition, a few areas along the Seaplane Lagoon in Site A are suspected to be radiologically contaminated, with open status and unrestricted release status.

Most of Site A is subject to the City of Alameda’s Marsh Crust Ordinance (City of Alameda General Ordinance No. 2824), which requires notification and permit requirements for excavations that may encounter a layer of deposits that commonly contain petroleum-related substances. The Marsh Crust Ordinance applies to excavations deeper than 5 feet in some areas of Site A, and deeper than mean high tide in other areas of Site A.

Site disturbance could disturb or release contaminated soil and/or groundwater, exposing construction workers, the public or the environment to hazardous materials. Numerous requirements described in the APP EIR for protecting people and the environment, including a Site Management Plan, that must be approved by the U.S. Environmental Protection Agency, California Department of Toxic Substances Control, and the RWQCB, and included in construction specifications, would address impacts.

As described in the APP EIR, with the continued remediation efforts currently being conducted by the Navy and any that would be assumed by the City as overseen by the California Department of Toxic

Substances Control or the RWQCB—combined with the City’s tracking system, continued compliance with deed restrictions, Site Management Plans, mitigation measures, and other permit requirements (including adherence to the Marsh Crust Ordinance)—the potential for residual contamination to significantly impact residents, employees, or the general public would be minimized, and is considered less than significant with mitigation. In addition, the proposed land uses and densities for Site A are consistent with the project evaluated in the APP EIR. **Mitigation Measures 4.J-1a through 4.J-1e, 4.J-2, and 4.J-7** would apply to Site A.

Based on an examination of the analysis, findings, and conclusions of the APP EIR, and on the discussion above, development of Site A would not substantially increase the severity of significant Hazards or Hazardous Materials impacts identified in the APP EIR, nor would it result in new significant Hazards or Hazardous Materials impacts that were not identified in the APP EIR.

11. Aesthetics Would the project:	Equal or Less Severity of Impact than Previously Identified in Alameda Point Project EIR	Substantial Increase in Severity of Previously Identified Significant Impact in EIR	New Significant Impact
a. Have a substantial adverse effect on a scenic vista;	☒	☐	☐
b. Substantially damage scenic resources within a state scenic highway;	☒	☐	☐
c. Substantially degrade the existing visual character or quality of the site and its surroundings; or	☒	☐	☐
d. Create a new source of substantial light or glare which would adversely affect daytime or nighttime views in the area.	☒	☐	☐

Findings of the APP EIR

The APP EIR determined that the APP would have less-than-significant project-level and cumulative impacts on visual quality related to effects on scenic vistas, scenic resources, or the existing visual character of the project site. In addition, the EIR determined that development of the APP, which could result in potentially significant new sources of light and glare, would be reduced to less-than-significant levels by implementation of **Mitigation Measure 4.K-4** (Lighting Mitigation), requiring that all lighting installations be designed and installed to be fully shielded (full cutoff), and to minimize glare and obtrusive light by limiting outdoor lighting.

Views of the project area are not sensitive, nor are there any officially designated scenic highways in or near the project site. The EIR determined that buildout of Alameda Point would create a generally beneficial aesthetic impact compared to existing conditions, by renovating or removing many vacant deteriorating buildings, eliminating open expanses of pavement, creating a greater continuity of land use, and introducing new public views and park and recreation areas to new residents and employees.

Development of Site A

As described under Section 2.2, above, the proposed project would be consistent with the uses and densities of development envisioned in the Town Center Plan, including the established building height limit of up to 65 feet for the Town Center and Waterfront Sub-district. Furthermore, all development under the proposed project would be subject to Design Review pursuant to the City of Alameda's General Plan polices and Design Review Ordinance, Sections 30-36 and 30-37. According to the APP EIR, implementation of the planning and design controls included in the APP, and as required by Sections 30-36 and 30-37, would provide for the improvement of on-site aesthetics, and would also ensure that the project would not substantially obscure on-site views of the Bay, or alter views of the Historic District from existing scenic corridors. The proposed project would preserve and maintain views, including of Seaplane Lagoon, consistent with the guidelines of the Town Center Plan's Transit Village Center Guidelines, by providing: a public plaza a minimum of 1 acre in size that extends from Pan Am Way to the waterfront, with a minimum width of 150 feet; building setbacks along the Seaplane Lagoon ranging from 32 to 200 feet; a view corridor along the centerline of Building 77 that extends to Seaplane Lagoon and is approximately 120 feet in width, with a minimum uninterrupted width of 40 feet; and a view corridor extending along the RAMP right-of-way ranging from 83 to 105 feet. **Mitigation Measure 4.K-4** would apply to the proposed project.

Based on an examination of the analysis, findings, and conclusions of the APP EIR, and on the discussion above, development of Site A would not substantially increase the severity of significant aesthetics impacts identified in the APP EIR, nor would it result in new significant aesthetics impacts that were not identified in the APP EIR.

12. Public Services and Recreation Would the project:	Equal or Less Severity of Impact than Previously Identified in Alameda Point Project EIR	Substantial Increase in Severity of Previously Identified Significant Impact in EIR	New Significant Impact
a. Result in substantial adverse physical impacts associated with the provision of new or physically altered governmental facilities, need for new or physically altered governmental facilities, the construction of which could cause significant environmental impacts, in order to maintain acceptable service ratios, response times, or other performance objectives for any of the following public services: • Fire protection; • Police protection; • Schools; • Parks; and • Other public facilities.	☒	☐	☐

12. Public Services and Recreation Would the project:	Equal or Less Severity of Impact than Previously Identified in Alameda Point Project EIR	Substantial Increase in Severity of Previously Identified Significant Impact in EIR	New Significant Impact
b. Increase the use of existing neighborhood or regional parks or other recreational facilities such that substantial physical deterioration of the facility would occur or be accelerated;	☒	☐	☐
c. Include recreational facilities or require the construction or expansion of recreational facilities which might have an adverse physical effect on the environment.	☒	☐	☐

Findings of the APP EIR

The APP EIR determined that the APP would have less-than-significant project-level and cumulative public services and recreation impacts related to physical deterioration of recreation facilities caused or accelerated by their increased use; potential adverse physical effects on the environment from construction or expansion of recreation facilities; and potential substantial adverse physical impacts from construction of governmental facilities, such as those related to fire protection, police protection, schools, and parks. Therefore, no mitigation measures related to potential public services and recreation impacts were required.

Development of Site A

The development of Site A could result in increased demand for police services, fire services, and schools, due to an increase in population within the City of Alameda boundaries. As described in the APP EIR, the project sponsor would be required by the City of Alameda's Fiscal Neutrality Policy to fund the proportional share of the cost of additional fire and emergency medical services, police services, and related infrastructure, as well as pay development fees to the Alameda Unified School District to mitigate potential impacts from an increase in students. The project would also have to comply with applicable code requirements, including the California Building Code, California Fire Code, Alameda Fire Code, and Municipal Code Chapter 27-26 – Police and Fire Requirements.

Development of Site A would include construction of approximately 13.35 park and open-space areas. In addition, as described in the APP EIR, the project sponsor would be required to pay the City of Alameda's Development Fees (Municipal Code Chapter 27-4), to mitigate the impact of any additional use of City of Alameda-owned new and existing parks.

The development of Site A with up to 800 residential units and 600,000 square feet of retail, commercial, and hotel uses, which is less than the total 1,425 residential units and approximately 5.5 million square feet of commercial facilities that were anticipated in the APP EIR, resulting in approximately 1,816 persons and an estimated 971 jobs, would result in well under the amount of daytime, permanent, and school populations anticipated for APP in the APP EIR.

Based on an examination of the analysis, findings, and conclusions of the APP EIR, and on the discussion above, development of Site A would not substantially increase the severity of the less-than-significant public services and recreation impacts identified in the APP EIR, nor would it result in new significant public services and recreation impacts that were not identified in the APP EIR.

13. Utilities and Service Systems Would the project:	Equal or Less Severity of Impact than Previously Identified in Alameda Point Project EIR	Substantial Increase in Severity of Previously Identified Significant Impact in EIR	New Significant Impact
a. Exceed wastewater treatment requirements of the applicable Regional Water Quality Control Board;	☒	☐	☐
b. 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;	☒	☐	☐
c. Require or result in the construction of new storm water drainage facilities or expansion of existing facilities, the construction of which could cause significant environmental effects;	☒	☐	☐
d. Have insufficient water supplies available to serve the project from existing entitlements and resources, or are new or expanded entitlements needed;	☒	☐	☐
e. 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;	☒	☐	☐
f. Be served by a landfill with sufficient permitted capacity to accommodate the project's solid waste disposal needs; or	☒	☐	☐
g. Not comply with federal, state, and local statutes and regulations related to solid waste.	☒	☐	☐

Findings of the APP EIR

The APP EIR determined that, with implementation of **Mitigation Measure 4.M-5** (Solid Waste Management Plan), the APP would have less-than-significant project-level and cumulative utilities and service systems impacts related to wastewater treatment requirements of the San Francisco Bay RWQCB; construction or expansion of wastewater or stormwater drainage facilities; water supplies, wastewater treatment capacity, or landfill capacity; and regulations related to solid waste.

EBMUD prepared a water supply assessment for the APP, and determined that the increased demand of 1.9 million gallons of water per day associated with the project is accounted for in EBMUD's 2040 water demand projection. In addition, EBMUD's Municipal Wastewater Treatment Plant has enough excess dry weather flow capacity to accommodate the development analyzed in the EIR; however, it has inadequate wet weather capacity. The APP would replace the existing on-site wastewater collection

system, including sewer lines, which would substantially reduce inflow and infiltration entering the system during wet weather conditions, and would help provide adequate wet weather capacity. As described in the APP EIR Project Description, development projects would be required to contribute to the funding of infrastructure improvements through the Alameda Point Infrastructure Fee Program, which has been codified in a Development Impact Fee Ordinance for Alameda Point (Ord. No. 3098 N.S., 7-15-2014).

The APP EIR estimated that the redevelopment of NAS Alameda would generate 416,666 cubic yards of debris from the deconstruction and demolition of existing buildings. Adequate landfill capacity exists to accept this waste. However, development projects would be required to implement **Mitigation Measure 4.M-5**.

Development of Site A

The proposed Site A development would include up to 800 residential units and 600,000 square feet of retail, commercial, and hotel uses, which is less than the total 1,425 residential units and approximately 5.5 million square feet of commercial facilities that were in the APP EIR, resulting in approximately 1,816 persons and an estimated 971 jobs. In addition, it would construct new and replacement infrastructure, including stormwater, water, wastewater, recycled water, electrical, natural gas, and telecommunications systems improvements. The increased demand for water supplies, increased demand for wastewater and landfill capacity, and increased demand for electrical and other utilities for the development of Site A is well under the amount of demand for services analyzed in the APP EIR. In addition, approximately 279,429 square feet of existing buildings would be demolished on Site A, which is well within the 4.5 million square feet of demolition anticipated in the APP EIR. Development of Site A would require implementation of **Mitigation Measure 4.M-5**.

Based on an examination of the analysis, findings, and conclusions of the APP EIR, and on the discussion above, development of Site A would not substantially increase the severity of significant utilities and service systems impacts identified in the APP EIR, nor would it result in new significant utilities and service systems impacts that were not identified in the APP EIR.

**ATTACHMENT A:
SITE A MITIGATION MONITORING AND REPORTING PROGRAM**

The following table is a Mitigation Monitoring and Reporting Program (MMRP) for Site A, which was excerpted from the adopted MMRP for the Alameda Point Project (APP). The Site A MMRP contains all of the previously adopted APP mitigation measures that are applicable to the Site A project, and serves as a stand-alone MMRP for Site A. Implementation of the mitigation measures in the Site A MMRP, which are also listed in the preceding Environmental Checklist, will be required to avoid or substantially reduce the severity of the impacts identified in the APP EIR.

The Site A MMRP identifies the monitoring and reporting requirements for each mitigation measure; the timing of mitigation implementation; and the agency or agencies with responsibility for monitoring and verifying the implementation of the mitigation measure. All applicants for specific development projects on Site A will need to implement all required mitigation measures during project construction or project implementation, as applicable. Confirmation of mitigation implementation will be determined in accordance with the Site A MMRP.

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MITIGATION MEASURES APPLICABLE TO PROPOSED SITE A DEVELOPMENT IN ALAMEDA POINT

Mitigation Measures	Implementation Procedures	Monitoring Responsibility	Monitoring and Reporting Action	Mitigation Schedule	Notes
C. Transportation and Circulation					
Mitigation Measure 4.C-1 (Construction Management Plan): The City shall require that project applicant(s) and construction contractor(s) develop a Construction Management Plan for review and approval by the Public Works Department prior to issuance of any permits. The Plan shall include at least the following items and requirements to reduce traffic congestion during construction: 1. A set of comprehensive traffic control measures shall be developed, 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. 2. The Construction Management Plan shall identify haul routes for movement of construction vehicles that would minimize impacts on motor vehicles, bicycles, and pedestrian traffic, circulation, and safety, and specifically to minimize impacts to the greatest extent possible, to streets in and around the Alameda Point project site. The haul routes shall be approved by the City. 3. The Construction Management Plan shall provide for notification procedures for adjacent property owners and public safety personnel regarding when major deliveries, detours, and lane closures would occur. 4. The Construction Management Plan shall provide for monitoring surface streets used for haul routes so that any damage and debris attributable to truck hauling can be identified and corrected by the project applicant.	Project applicant and its contractor(s) obtain approval of Construction Management Plan and implement the plan during construction.	City of Alameda Public Works Department	Public Works Department must review and approve Construction Management Plan	Prior to issuance of building or grading permit(s); inspect during construction	
Mitigation Measure 4.C-2a (TDM Program): Prior to issuance of building permits for each development project at Alameda Point, the City of Alameda shall prepare, and shall require that the sponsor of the development project participate in implementation of, a Transportation Demand Management (TDM) program/plan for Alameda Point aimed at meeting the General Plan peak-hour trip reduction goals of 10 percent for residential development and 30 percent for commercial development.	Project applicant shall implement the Transportation Demand Management (TDM) program/plan prepared by the City of Alameda.	City of Alameda Community Development Department	City of Alameda Community Development Department shall require implementation of TDM program.	Prior to issuance of building permit(s)	Although it is the City of Alameda's responsibility to implement this measure, all Alameda Point project applicants will be required to participate in the Transportation Demand Management (TDM) program developed by the City.
Mitigation Measure 4.C-2b (Monitoring): Prior to issuance of the first building permits for any development project at Alameda Point, the City of Alameda shall adopt a Transportation Network Monitoring and Improvement Program to: 1) determine the cost of the transportation network improvements identified in this EIR; 2) identify appropriate means and formulas to collect fair share financial contributions from Alameda Point development; 3) monitor conditions at the locations that will be impacted by the redevelopment of Alameda Point; 4) monitor traffic generated by Alameda Point; and 5) establish the appropriate time to implement any necessary secondary physical improvements required in this EIR to minimize or eliminate significant transportation impacts prior to the impacts occurring at affected locations where a secondary impact mitigation is recommended.	City of Alameda shall require Project applicant to fund a fair-share of the total cost of the improvements, as stated in Mitigation Measure 4.C-2c; and, if determined necessary after implementation of Mitigation Measures 4.C-2a and 4.C-2b, the City shall be responsible for ensuring implementation of the improvements at the appropriate time.	City of Alameda Community Development Department	City of Alameda Community Development Department shall monitor to ensure implementation of TDM Program, Monitoring, and improvements at appropriate time.	Prior to issuance of building permit(s) for collection of funds for fair-share of total cost and prior to impact occurring for implementation of the improvements, if necessary	It is the City of Alameda's responsibility to implement this measure prior to issuance of a building permit for the first development project at Alameda Point. All Alameda Point project applicants will subsequently be required to pay the fair-share financial contribution identified during the implementation of Mitigation Measure 4.C-2b.
Mitigation Measure 4.C-2c (Otis/Fernside): The City shall implement TDM and Monitoring (Mitigation Measures 4.C-2a and C-2b) and, when and if required to avoid the impact or reduce its severity, shall implement the following improvements: Remove the right turn island for the westbound approach on Otis Drive, add a dedicated right turn lane with approximately 50 feet of storage length, and move the westbound stop-bar upstream approximately 20 feet to accommodate the right turn lane storage length. Restripe Fernside Boulevard with two receiving lanes. Optimize signal timing.	City of Alameda shall require Project applicant to fund a fair-share of the total cost of the improvements, as stated in Mitigation Measure 4.C-2c; and, if determined necessary after implementation of Mitigation Measures 4.C-2a and 4.C-2b, the City shall be responsible for ensuring implementation of the improvements at the appropriate time.	City of Alameda Community Development Department	City of Alameda Community Development Department shall monitor to ensure implementation of TDM Program, Monitoring, and improvements at appropriate time.	Prior to issuance of building permit(s) for collection of funds for fair-share of total cost and prior to impact occurring for implementation of the improvements, if necessary	Applies to Intersection of Fernside Boulevard/Otis Drive Although it is the City of Alameda's responsibility to implement this measure, all Alameda Point project applicants may be required to pay a fair-share financial contribution for this improvement, which will be determined during the City's implementation of Mitigation Measure 4.C-2b.
Mitigation Measure 4.C-2d (Jackson/Sixth): The City of Alameda shall implement Mitigation Measures 4.C-2a (TDM Program).	Project applicant shall implement TDM program	City of Alameda Community Development Department	City of Alameda Community Development Department shall require implementation of TDM program	Prior to issuance of building permit(s)	Applies to Intersection of Jackson/Sixth Streets See Mitigation Measure 4.C-2a.
Mitigation Measure 4.C-2e (Brush/11th): The City of Alameda shall implement Mitigation Measures 4.C-2a (TDM Program).	Project applicant shall implement TDM program	City of Alameda Community Development Department	City of Alameda Community Development Department shall require implementation of TDM program.	Prior to issuance of building permit(s)	Applies to Intersection of Brush/11th Streets See Mitigation Measure 4.C-2a.
Mitigation Measure 4.C-2f (23rd/Seventh): The City of Alameda shall implement Mitigation Measures 4.C-2a (TDM Program) and 4.C-2b (Monitoring).	Project applicant shall implement TDM program	City of Alameda Community Development Department	City of Alameda Community Development Department shall require implementation of TDM program.	Prior to issuance of building permit(s)	Applies to Intersection of 23rd Street and Seventh Street See Mitigation Measures 4.C-2a and 4.C-2b.

Mitigation Measures	Implementation Procedures	Monitoring Responsibility	Monitoring and Reporting Action	Mitigation Schedule	Notes
Mitigation Measure 4.C-2g (Main/Pacific Pedestrian): The City shall implement TDM and Monitoring (Mitigation Measures 4.C-2a and C-2b) and, when required to avoid the impact or reduce its severity, shall implement the following physical improvements: change the signal timing to a two-phase timing plan (i.e., northbound and southbound move concurrently, then eastbound and westbound move concurrently); and optimize cycle length.	City of Alameda shall require Project applicant to fund a fair-share of the total cost of the improvements, as stated in Mitigation Measure 4.C-2g, and, if determined necessary after implementation of Mitigation Measures 4.C-2a and 4.C-2b, the City shall be responsible for ensuring implementation of the improvements at the appropriate time.	City of Alameda Community Development Department	City of Alameda Community Development Department shall monitor to ensure implementation of TDM Program, Monitoring, and improvements at appropriate time.	Prior to issuance of building permit(s) for collection of funds for fair-share of total cost and prior to impact occurring for implementation of the improvements, if necessary	Applies to Intersection of Main Street and Pacific Avenue See Mitigation Measures 4.C-2a and 4.C-2b.
Mitigation Measure 4.C-2h (Webster/Albany Pedestrian): The City shall implement TDM and Monitoring (Mitigation Measures 4.C-2a and C-2b) and, when required to avoid the impact or reduce its severity, shall optimize the signal timing during the p.m. peak hour.	City of Alameda shall require Project applicant to fund a fair-share of the total cost of signal optimization, as stated in Mitigation Measure 4.C-2h, and, if determined necessary after implementation of Mitigation Measures 4.C-2a and 4.C-2b, the City shall be responsible for ensuring implementation of the improvement at the appropriate time.	City of Alameda Community Development Department	City of Alameda Community Development Department shall monitor to ensure implementation of TDM Program, Monitoring, and improvement at appropriate time.	Prior to issuance of building permit(s) for collection of funds for fair-share of total cost and prior to impact occurring for implementation of the improvement, if necessary	Applies to Intersection of Webster Street and Albany Parkway See Mitigation Measures 4.C-2a and 4.C-2b.
Mitigation Measure 4.C-2i (Park/Otis Pedestrian): The City shall implement TDM and Monitoring (Mitigation Measures 4.C-2a and C-2b) and, when required to avoid the impact or reduce its severity, shall optimize the signal timing during the a.m. and p.m. and peak hours.	City of Alameda shall require Project applicant to fund a fair-share of the total cost of signal optimization, as stated in Mitigation Measure 4.C-2i, and, if determined necessary after implementation of Mitigation Measures 4.C-2a and 4.C-2b, the City shall be responsible for ensuring implementation of the improvement at the appropriate time.	City of Alameda Community Development Department	City of Alameda Community Development Department shall monitor to ensure implementation of TDM Program, Monitoring, and improvement at appropriate time.	Prior to issuance of building permit(s) for collection of funds for fair-share of total cost and prior to impact occurring for implementation of the improvement, if necessary	Applies to Intersection of Park Street and Otis Drive See Mitigation Measures 4.C-2a and 4.C-2b.
Mitigation Measure 4.C-2j (Broadway/Tilden Pedestrian): The City shall implement TDM and Monitoring (Mitigation Measures 4.C-2a and C-2b) and, when required to avoid the impact or reduce its severity, shall optimize the signal timing during the a.m. and p.m. peak hours.	City of Alameda shall require Project applicant to fund a fair-share of the total cost of signal optimization, as stated in Mitigation Measure 4.C-2j, and, if determined necessary after implementation of Mitigation Measures 4.C-2a and 4.C-2b, the City shall be responsible for ensuring implementation of the improvement at the appropriate time.	City of Alameda Community Development Department	City of Alameda Community Development Department shall monitor to ensure implementation of TDM Program, Monitoring, and improvement at appropriate time.	Prior to issuance of building permit(s) for collection of funds for fair-share of total cost and prior to impact occurring for implementation of the improvement, if necessary	Applies to Intersection of Broadway and Tilden Way See Mitigation Measures 4.C-2a and 4.C-2b.
Mitigation Measure 4.C-2k (High/Fernside Pedestrian): The City shall implement TDM and Monitoring (Mitigation Measures 4.C-2a and C-2b) and, when required to avoid the impact or reduce its severity, shall optimize the signal timing during the p.m. peak hour.	City of Alameda shall require Project applicant to fund a fair-share of the total cost of signal optimization, as stated in Mitigation Measure 4.C-2k, and, if determined necessary after implementation of Mitigation Measures 4.C-2a and 4.C-2b, the City shall be responsible for ensuring implementation of the improvement at the appropriate time.	City of Alameda Community Development Department	City of Alameda Community Development Department shall monitor to ensure implementation of TDM Program, Monitoring, and improvement at appropriate time.	Prior to issuance of building permit(s) for collection of funds for fair-share of total cost and prior to impact occurring for implementation of the improvement, if necessary	Applies to Intersection of High Street and Fernside Boulevard See Mitigation Measures 4.C-2a and 4.C-2b.
Mitigation Measure 4.C-2l (Atlantic/Constitution Pedestrian): The City shall implement TDM and Monitoring (Mitigation Measures 4.C-2a and C-2b) and, when required to avoid the impact or reduce its severity, shall implement the following physical improvements: modify the phasing sequence and optimize the signal timing.	City of Alameda shall require Project applicant to fund a fair-share of the total cost of the improvements, as stated in Mitigation Measure 4.C-2l, and, if determined necessary after implementation of Mitigation Measures 4.C-2a and 4.C-2b, the City shall be responsible for ensuring implementation of the improvements at the appropriate time.	City of Alameda Community Development Department	City of Alameda Community Development Department shall monitor to ensure implementation of TDM Program, Monitoring, and improvements at appropriate time	Prior to issuance of building permit(s) for collection of funds for fair-share of total cost and prior to impact occurring for implementation of the improvements, if necessary	Applies to Intersection of Atlantic Avenue and Constitution Way See Mitigation Measures 4.C-2a and 4.C-2b.
Mitigation Measure 4.C-2m (Stargell Avenue Bike): The City shall implement TDM and Monitoring (Mitigation Measures 4.C-2a and C-2b) and, when required to avoid the impact or reduce its severity, shall construct a Class I or Class II bicycle facility between Main Street and Webster Street.	City of Alameda shall require Project applicant to fund a fair-share of the total cost of the improvements, as stated in Mitigation Measure 4.C-2m, and, if determined necessary after implementation of Mitigation Measures 4.C-2a and 4.C-2b, the City shall be responsible for ensuring implementation of the improvement at the appropriate time.	City of Alameda Community Development Department	City of Alameda Community Development Department shall monitor to ensure implementation of TDM Program, Monitoring, and improvement at appropriate time	Prior to issuance of building permit(s) for collection of funds for fair-share of total cost and prior to impact occurring for implementation of the improvements, if necessary	Applies to Stargell Avenue See Mitigation Measures 4.C-2a and 4.C-2b.

Mitigation Measures	Implementation Procedures	Monitoring Responsibility	Monitoring and Reporting Action	Mitigation Schedule	Notes
Mitigation Measure 4.C-2b (Main Street Bike): The City shall implement TDM and Monitoring (Mitigation Measures 4.C-2a and C-2b) and, when required to avoid the impact or reduce its severity, shall implement the following physical improvements: construct a Class II bicycle lane or improve the existing Class I bicycle path on the west side of the street between Appenzato Parkway and Pacific Avenue to current City standards; provide connectivity to existing Class I bicycle path on the east and west sides of the street north of Appenzato Parkway. Appropriate intersection treatments for connectivity may include striping, signage, and/or bicycle boxes at the intersection of Main Street and Appenzato Parkway; and if Mitigation Measure 4.C-4c (described below) is implemented, provide connectivity to that bicycle facilities on west side of the street north of the Main Street-Pacific Street intersection.	City of Alameda shall require Project applicant to fund a fair-share of the total cost of the improvements, as stated in Mitigation Measures 4.C-2a, and, if deemed necessary, Mitigation Measures 4.C-2a and 4.C-2b. The City shall be responsible for ensuring implementation of the improvements at the appropriate time.	City of Alameda Community Development Department	City of Alameda Community Development Department shall monitor to ensure implementation of TDM Program, Monitoring, and improvements at appropriate time	Prior to issuance of building permit(s) for collection of funds for fair-share of total cost and prior to impact of improvements, if necessary	Applies to Main Street See Mitigation Measures 4.C-2a and 4.C-2b.
Mitigation Measure 4.C-2b (Central Avenue Bike): The City shall implement TDM and Monitoring (Mitigation Measures 4.C-2a and C-2b) and, when required to avoid the impact or reduce its severity, shall use its best efforts to implement the following physical improvements: construct a Class II bicycle lane or improve the existing Class I bicycle path on the west (south) side of the street between the Main Street-Pacific Street intersection and Lincoln Avenue to current City standards; extend a Class I bicycle path to Third Street; and restripe and sign the street segment between Third Street and Fourth Street to provide Class II bicycle lanes between Lincoln Avenue and Fourth Street.	City of Alameda shall require Project applicant to fund a fair-share of the total cost of the improvements, as stated in Mitigation Measures 4.C-2a, and, if deemed necessary after implementation of Mitigation Measures 4.C-2a and 4.C-2b, the City shall be responsible for ensuring implementation of the improvements at the appropriate time.	City of Alameda Community Development Department	City of Alameda Community Development Department shall monitor to ensure implementation of TDM Program, Monitoring, and improvements at appropriate time	Prior to issuance of building permit(s) for collection of funds for fair-share of total cost and prior to impact of improvements, if necessary	Applies to Central Avenue See Mitigation Measures 4.C-2a and 4.C-2b.
Mitigation Measure 4.C-5a (Park/Clement): The City shall implement TDM and Monitoring (Mitigation Measures 4.C-2a and C-2b) and, when required to avoid the impact or reduce its severity, fund a fair share contribution to implement the following physical improvements: Add northbound left turn pocket along Park Street; Optimize the signal offsets and splits; and Complete the Clement Avenue extension, which would reduce the demand for left turn movements onto Park Street from eastbound traffic on Clement Avenue.	City of Alameda shall require Project applicant to implement Mitigation Measures 4.C-2a and 4.C-2b, and fund a fair-share of the portion of the cost of the improvements (as stated in Mitigation Measure 4.C-5a) attributable to the project.	City of Alameda Community Development Department	City of Alameda Community Development Department shall monitor to ensure implementation of TDM Program, Monitoring, and collection of fair-share of funds. The northbound left-turn pocket along Park Street will be completed by ACTC as part of the I-880/23rd/29th Street project.	Prior to issuance of building permit(s)	Applies to intersection of Park/Clement See Mitigation Measures 4.C-2a and 4.C-2b.
Mitigation Measure 4.C-5b (Park/Encinal): The City shall implement TDM and Monitoring (Mitigation Measures 4.C-2a and C-2b) and, when required to avoid the impact or reduce its severity, fund a fair share contribution to implement the following improvement: Optimize offsets and splits.	City of Alameda shall require Project applicant to implement Mitigation Measures 4.C-2a and 4.C-2b, and fund a fair-share of the portion of the cost of the improvement (as stated in Mitigation Measure 4.C-5b) attributable to the project.	City of Alameda Community Development Department	City of Alameda Community Development Department shall monitor to ensure implementation of TDM Program, Monitoring, and collection of fair-share of funds.	Prior to issuance of building permit(s)	Applies to intersection of Park/Clement See Mitigation Measures 4.C-2a and 4.C-2b.
Mitigation Measure 4.C-5c: (Broadway/Otis): The City shall implement TDM and Monitoring (Mitigation Measures 4.C-2a and C-2b) and, when required to avoid the impact or reduce its severity, fund a fair share contribution to implement, the following improvement: Optimize the signal timing during both peak hours.	City of Alameda shall require Project applicant to implement Mitigation Measures 4.C-2a and 4.C-2b, and fund a fair-share of the portion of the cost of the improvement (as stated in Mitigation Measure 4.C-5c) attributable to the project.	City of Alameda Community Development Department	City of Alameda Community Development Department shall monitor to ensure implementation of TDM Program, Monitoring, and collection of fair-share of funds.	Prior to issuance of building permit(s)	Applies to intersection of Broadway/Otis See Mitigation Measures 4.C-2a and 4.C-2b.
Mitigation Measure 4.C-5d: (Tilden/Blanding/Fernside): The City shall implement TDM and Monitoring (Mitigation Measures 4.C-2a and C-2b) and, when required to avoid the impact or reduce its severity, fund a fair share contribution to implement the following improvement: Optimize the offsets and splits.	City of Alameda shall require Project applicant to implement Mitigation Measures 4.C-2a and 4.C-2b, and fund a fair-share of the portion of the cost of the improvement (as stated in Mitigation Measure 4.C-5d) attributable to the project.	City of Alameda Community Development Department	City of Alameda Community Development Department shall monitor to ensure implementation of TDM Program, Monitoring, and collection of fair-share of funds.	Prior to issuance of building permit(s)	Applies to intersection of Tilden/Blanding/Fernside See Mitigation Measures 4.C-2a and 4.C-2b.
Mitigation Measure 4.C-5e (High/Fernside): The City shall implement TDM and Monitoring (Mitigation Measures 4.C-2a and C-2b) and, when required to avoid the impact or reduce its severity, fund a fair share contribution to implement the following improvements: Adjust the signal cycle phasing during the a.m. and p.m. peak hours such that the southbound left turn from High Street is a permitted rather than protected movement; and Optimize signal timing.	City of Alameda shall require Project applicant to implement Mitigation Measures 4.C-2a and 4.C-2b, and fund a fair-share of the portion of the cost of the improvements (as stated in Mitigation Measure 4.C-5e) attributable to the project.	City of Alameda Community Development Department	City of Alameda Community Development Department shall monitor to ensure implementation of TDM Program, Monitoring, and collection of fair-share of funds.	Prior to issuance of building permit(s)	Applies to intersection of High/Fernside See Mitigation Measures 4.C-2a and 4.C-2b.

Mitigation Measures	Implementation Procedures	Monitoring Responsibility	Monitoring and Reporting Action	Mitigation Schedule	Notes
Mitigation Measure 4.C-5f (High/Otis): The City shall implement TDM and Monitoring (Mitigation Measures 4.C-2a and C-2b) and, when required to avoid the impact or reduce its severity, fund a fair share contribution to implement the following improvements: Optimize the signal timing at High and Otis for both peak hours, and install traffic calming strategies on Bayview Drive to include improvements, such as: resurfacing Bayview Drive to create narrower driving lanes to reduce speeding, installing a cross walk and caution sign at the location of the public coastal access easement, and/or construction of sidewalk bulb-outs to improve pedestrian safety at the intersections of Bayview/Court Street and Bayview/Broadway.	City of Alameda shall require Project applicant to implement Mitigation Measures 4.C-2a and 4.C-2b, and fund a fair-share of the portion of the cost of the improvements (as stated in Mitigation Measure 4.C-5f) attributable to the project.	City of Alameda Community Development Department	City of Alameda Community Development Department shall monitor to ensure implementation of TDM Program, Monitoring, and collection of fair-share of funds.	Prior to issuance of building permit(s)	Applies to Intersection of High/Otis See Mitigation Measures 4.C-2a and 4.C-2b.
Mitigation Measure 4.C-5g (Island Drive/Otis Drive and Doolittle Drive): The City shall implement TDM and Monitoring (Mitigation Measures 4.C-2a and C-2b) and, when required to avoid the impact or reduce its severity, fund a fair share contribution to implement the following improvement: Optimize signal timing during both peak hours.	City of Alameda shall require Project applicant to implement Mitigation Measures 4.C-2a and 4.C-2b, and fund a fair-share of the portion of the cost of the improvement (as stated in Mitigation Measure 4.C-5g) attributable to the project.	City of Alameda Community Development Department	City of Alameda Community Development Department shall monitor to ensure implementation of TDM Program, Monitoring, and collection of fair-share of funds.	Prior to issuance of building permit(s)	Applies to Intersection of Island Drive/Otis Drive and Doolittle Drive See Mitigation Measures 4.C-2a and 4.C-2b.
Mitigation Measure 4.C-5h (Femside Boulevard and Otis Drive): The City shall implement TDM and Monitoring (Mitigation Measures 4.C-2a and C-2b) and implement Mitigation Measure 4.C-2c (Otis/Femside), and fund a fair share contribution to add a westbound right-turn overlap phase from Femside Boulevard.	City of Alameda shall require Project applicant to implement Mitigation Measures 4.C-2a, 4.C-2b, and 4.C-2c, and fund a fair-share of the portion of the cost of the improvement (as stated in Mitigation Measure 4.C-5h) attributable to the project.	City of Alameda Community Development Department	City of Alameda Community Development Department shall monitor to ensure implementation of TDM Program, Monitoring, Mitigation Measure 4.C-2c (if necessary), and collection of fair-share of funds.	Prior to issuance of building permit(s)	Applies to Intersection of Femside Boulevard/Otis Drive See Mitigation Measures 4.C-2a and 4.C-2b.
Mitigation Measure 4.C-5i (Park/Blandling): The City shall implement TDM and Monitoring (Mitigation Measures 4.C-2a and C-2b) and, when required to avoid the impact or reduce its severity, fund a fair share contribution to implement the following improvements: Change east-west signal phasing to protected phasing; and Optimize signal timing during both peak hours.	City of Alameda shall require Project applicant to implement Mitigation Measures 4.C-2a and 4.C-2b, and fund a fair-share of the portion of the cost of the improvement (as stated in Mitigation Measure 4.C-5i) attributable to the project.	City of Alameda Community Development Department	City of Alameda Community Development Department shall monitor to ensure implementation of TDM Program, Monitoring, and collection of fair-share of funds.	Prior to issuance of building permit(s)	Applies to Intersection of Park/Blandling See Mitigation Measures 4.C-2a and 4.C-2b.
Mitigation Measure 4.C-5j (Challenger/Atlantic): The City shall implement TDM and Monitoring (Mitigation Measures 4.C-2a and C-2b) and, when required to avoid the impact or reduce its severity, fund a fair share contribution to optimize signal timing during the p.m. peak hour.	City of Alameda shall require Project applicant to implement Mitigation Measures 4.C-2a and 4.C-2b, and fund a fair-share of the portion of the cost of the improvement (as stated in Mitigation Measure 4.C-5j) attributable to the project.	City of Alameda Community Development Department	City of Alameda Community Development Department shall monitor to ensure implementation of TDM Program, Monitoring, and collection of fair-share of funds.	Prior to issuance of building permit(s)	Applies to Intersection of Challenger/Atlantic See Mitigation Measures 4.C-2a and 4.C-2b.
Mitigation Measure 4.C-5k (Park/Lincoln): The City shall implement TDM and Monitoring (Mitigation Measures 4.C-2a and C-2b) and, when required to avoid the impact or reduce its severity, the City shall fund a fairshare to optimize signal timing during the p.m. peak hour.	City of Alameda shall require Project applicant to implement Mitigation Measures 4.C-2a and 4.C-2b, and fund a fair-share of the portion of the cost of the improvement (as stated in Mitigation Measure 4.C-5k) attributable to the project.	City of Alameda Community Development Department	City of Alameda Community Development Department shall monitor to ensure implementation of TDM Program, Monitoring, and collection of fair-share of funds.	Prior to issuance of building permit(s)	Applies to Intersection of Park/Lincoln See Mitigation Measures 4.C-2a and 4.C-2b.
Mitigation Measure 4.C-5l (Jackson/Sixth): The City of Alameda shall implement TDM (Mitigation Measure 4.C-2a).	Project applicant shall implement TDM program.	City of Alameda Community Development Department	City of Alameda Community Development Department shall require implementation of TDM program	Prior to issuance of building permit(s)	Applies to Intersection of Jackson/Sixth See Mitigation Measures 4.C-2a and 4.C-2b.
Mitigation Measure 4.C-5m (Webster/Eighth): The City of Alameda shall implement TDM (Mitigation Measure 4.C-2a).	Project applicant shall implement TDM program.	City of Alameda Community Development Department	City of Alameda Community Development Department shall require implementation of TDM program	Prior to issuance of building permit(s)	Applies to Intersection of Webster/Eighth See Mitigation Measures 4.C-2a and 4.C-2b.
Mitigation Measure 4.C-5n (Broadway/Fifth): The City of Alameda shall implement TDM (Mitigation Measure 4.C-2a).	Project applicant shall implement TDM program.	City of Alameda Community Development Department	City of Alameda Community Development Department shall require implementation of TDM program.	Prior to issuance of building permit(s)	Applies to Intersection of Broadway/Fifth See Mitigation Measures 4.C-2a and 4.C-2b.
Mitigation Measure 4.C-5o (Brush/12th): The City of Alameda shall implement TDM (Mitigation Measure 4.C-2a).	Project applicant shall implement TDM program.	City of Alameda Community Development Department	City of Alameda City of Alameda Community Development Department shall require implementation of TDM program.	Prior to issuance of building permit(s)	Applies to Intersection of Brush/12th See Mitigation Measures 4.C-2a and 4.C-2b.

Mitigation Measures	Implementation Procedures	Monitoring Responsibility	Monitoring and Reporting Action	Mitigation Schedule	Notes
Mitigation Measure 4.C-5p (High/Oakport): The City of Alameda shall implement TDM and Monitoring (Mitigation Measures 4.C-2a and 4.C-2b) and work with the City of Oakland to optimize the signal timing to allow for more green time for northbound traffic.	City of Alameda shall require Project applicant to implement Mitigation Measures 4.C-2a and 4.C-2b, and fund a fair-share of the portion of the cost of the improvements (as stated in Mitigation Measure 4.C-5p) attributable to the project.	City of Alameda Community Development Department	City of Alameda Community Development Department shall monitor to ensure implementation of TDM Program, Monitoring, and collection of fair-share of funds.	Prior to issuance of building permit(s)	Applies to Intersection of High/Oakport See Mitigation Measures 4.C-2a and 4.C-2b.
Mitigation Measure 4.C-5q (High/Coleiseum): The City of Alameda shall implement TDM and Monitoring (Mitigation Measures 4.C-2a and 4.C-2b) and work with the City of Oakland to optimize the signal timing.	City of Alameda shall require Project applicant to implement Mitigation Measures 4.C-2a and 4.C-2b, and fund a fair-share of the portion of the cost of the improvements (as stated in Mitigation Measure 4.C-5q) attributable to the project.	City of Alameda Community Development Department	City of Alameda Community Development Department shall monitor to ensure implementation of TDM Program, Monitoring, and collection of fair-share of funds.	Prior to issuance of building permit(s)	Applies to Intersection of High/Coleiseum See Mitigation Measures 4.C-2a and 4.C-2b.
Mitigation Measure 4.C-5r (28th/Ford): The City of Alameda shall implement TDM (Mitigation Measure 4.C-2a).	Project applicant shall implement TDM program.	City of Alameda Community Development Department	City of Alameda Community Development Department shall require implementation of TDM program.	Prior to issuance of building permit(s)	Applies to Intersection of 28th/Ford See Mitigation Measures 4.C-2a and 4.C-2b.
Mitigation Measure 4.C-5s (23rd Ave./Seventh St.): The City of Alameda shall implement TDM and Monitoring (Mitigation Measures 4.C-2a and 4.C-2b) and work with the City of Oakland to provide a separate left-turn lane and a shared through-high-turn lane, and optimize the signal.	City of Alameda shall require Project applicant to implement Mitigation Measures 4.C-2a and 4.C-2b, and fund a fair-share of the portion of the cost of the improvements (as stated in Mitigation Measure 4.C-5s) attributable to the project.	City of Alameda Community Development Department	City of Alameda Community Development Department shall monitor to ensure implementation of TDM Program, Monitoring, and collection of fair-share of funds.	Prior to issuance of building permit(s)	Applies to Intersection of 23rd Ave./Seventh St. See Mitigation Measures 4.C-2a and 4.C-2b.
Mitigation Measure 4.C-5t (Main/Pacific Pedestrian): The City shall implement TDM and Monitoring (Mitigation Measures 4.C-2a and 4.C-2b) and, when required to avoid the impact or reduce its severity, fund a fairshare contribution to change signal timing to two-phase timing plan (i.e., northbound and southbound move concurrently, then eastbound and westbound move concurrently) and optimize cycle length.	City of Alameda shall require Project applicant to implement Mitigation Measures 4.C-2a and 4.C-2b, and fund a fair-share of the portion of the cost of the improvements (as stated in Mitigation Measure 4.C-5t) attributable to the project.	City of Alameda Community Development Department	City of Alameda Community Development Department shall monitor to ensure implementation of TDM Program, Monitoring, and collection of fair-share of funds.	Prior to issuance of building permit(s)	Applies to Intersection of Main/Pacific See Mitigation Measures 4.C-2a and 4.C-2b.
Mitigation Measure 4.C-5u (Webster/Albion Pedestrian): The City shall implement TDM and Monitoring (Mitigation Measures 4.C-2a and 4.C-2b) and, when required to avoid the impact or reduce its severity, fund a fair share contribution to optimize signal timing.	City of Alameda shall require Project applicant to implement Mitigation Measures 4.C-2a and 4.C-2b, and fund a fair-share of the portion of the cost of the improvements (as stated in Mitigation Measure 4.C-5u) attributable to the project.	City of Alameda Community Development Department	City of Alameda Community Development Department shall monitor to ensure implementation of TDM Program, Monitoring, and collection of fair-share of funds.	Prior to issuance of building permit(s)	Applies to Intersection of Webster/Albion See Mitigation Measures 4.C-2a and 4.C-2b.
Mitigation Measure 4.C-5v (High/Fernside Pedestrian): The City shall implement TDM and Monitoring (Mitigation Measures 4.C-2a and 4.C-2b) and, when required to avoid the impact or reduce its severity, fund a fair share contribution to implement the following improvements: Modify phasing sequence; and Optimize the signal timing.	City of Alameda shall require Project applicant to implement Mitigation Measures 4.C-2a, 4.C-2b, and 4.C-5v.	City of Alameda Community Development Department	City of Alameda Community Development Department shall monitor to ensure implementation of TDM Program, Monitoring, and collection of fair-share of funds.	Prior to issuance of building permit(s)	Applies to Intersection of High/Fernside See Mitigation Measures 4.C-2a and 4.C-2b.
Mitigation Measure 4.C-5w (Albion/Constitution Pedestrian): The City shall implement TDM and Monitoring (Mitigation Measures 4.C-2a and 4.C-2b) and, when required to avoid the impact or reduce its severity, fund a fair share contribution to implement the following improvements: Provide transit signal priority at intersections along this corridor; and Optimize splits at the Park Street and Blanding Avenue Intersection during a.m. and p.m. peak hours.	City of Alameda shall require Project applicant to implement Mitigation Measures 4.C-2a and 4.C-2b, and fund a fair-share of the portion of the cost of the improvements (as stated in Mitigation Measure 4.C-5w) attributable to the project.	City of Alameda Community Development Department	City of Alameda Community Development Department shall monitor to ensure implementation of TDM Program, Monitoring, and collection of fair-share of funds.	Prior to issuance of building permit(s)	Applies to Intersection of Albion/Constitution See Mitigation Measures 4.C-2a and 4.C-2b.
Mitigation Measure 4.C-5x (Park Street Transit): The City shall implement TDM and Monitoring (Mitigation Measures 4.C-2a and 4.C-2b) and, when required to avoid the impact or reduce its severity, fund a fair share contribution to implement the following improvements: Provide transit signal priority at intersections along this corridor; and Optimize splits at the Park Street and Blanding Avenue Intersection during a.m. and p.m. peak hours.	City of Alameda shall require Project applicant to implement Mitigation Measures 4.C-2a and 4.C-2b, and fund a fair-share of the portion of the cost of the improvements (as stated in Mitigation Measure 4.C-5x) attributable to the project.	City of Alameda Community Development Department	City of Alameda Community Development Department shall monitor to ensure implementation of TDM Program, Monitoring, and collection of fair-share of funds.	Prior to issuance of building permit(s)	Applies to Park Street See Mitigation Measures 4.C-2a and 4.C-2b.
Mitigation Measure 4.C-5y (Albion/Parkway Transit): The City shall implement TDM and Monitoring (Mitigation Measures 4.C-2a and 4.C-2b) and, when required to avoid the impact or reduce its severity, fund a fair share contribution to implement the following improvements: Install transit signal priority at intersections along this corridor; Optimize cycle length at the Albion/Parkway and Webster Street Intersection during a.m. and p.m. peak hours and provide signal priority; and Establish exclusive transit lanes or queue jump lanes from Alameda Point to Webster Street.	City of Alameda shall require Project applicant to implement Mitigation Measures 4.C-2a and 4.C-2b, and fund a fair-share of the portion of the cost of the improvements (as stated in Mitigation Measure 4.C-5y) attributable to the project.	City of Alameda Community Development Department	City of Alameda Community Development Department shall monitor to ensure implementation of TDM Program, Monitoring, and collection of fair-share of funds.	Prior to issuance of building permit(s)	Applies to Albion/Parkway See Mitigation Measures 4.C-2a and 4.C-2b.

Mitigation Measures	Implementation Procedures	Monitoring Responsibility	Monitoring and Reporting Action	Mitigation Schedule	Notes
Mitigation Measure 4.C-5z (Stargell Avenue Transit): The City shall implement TDM and Monitoring (Mitigation Measures 4.C-2a and 4.C-2b) and, when required to avoid the impact or reduce its severity, implement the following improvements: Provide westbound queue jump lanes on Willie Stargell Avenue at Main Street or construct exclusive transit lanes on Willie Stargell Avenue; Install transit signal priority at intersections along this corridor; and Optimize cycle length at the Main Street and Willie Stargell Avenue intersection during a.m. and p.m. peak hours.	City of Alameda shall require Project applicant to implement Mitigation Measures 4.C-2a and 4.C-2b, and fund a fair-share of the portion of the cost of the improvements (as stated in Mitigation Measure 4.C-5z) attributable to the project.	City of Alameda Community Development Department	City of Alameda Community Development Department shall monitor to ensure implementation of TDM Program, Monitoring, and collection of fair-share of funds	Prior to issuance of building permit(s)	Applies to Stargell Avenue See Mitigation Measures 4.C-2a and 4.C-2b.
Mitigation Measure 4.C-5zi (Stargell Avenue Bike): The City shall implement Mitigation Measure 4.C-2m (Stargell Avenue bike path).	See Mitigation Measure 4.C-2m, above.				
Mitigation Measure 4.C-5zli: The City shall implement Mitigation Measure 4.C-2n (Main Street bicycle improvements).	See Mitigation Measure 4.C-2n, above.				
Mitigation Measure 4.C-5zli (Central Avenue Bike): The City shall implement Mitigation Measure 4.C-2o (Central Avenue bicycle improvements).	See Mitigation Measure 4.C-2o, above.				
Mitigation Measure 4.C-5ziv (Oak Street Bike): The City shall implement TDM and Monitoring (Mitigation Measures 4.C-2a and 4.C-2b) and, when required to avoid the impact or reduce its severity, fund a fair share contribution to implement the completion of a bicycle boulevard with appropriate signage and striping along Oak Street from Blandling Avenue to Erichsen Avenue to advise motorists and bicyclists to share the street.	City of Alameda shall require Project applicant to implement Mitigation Measures 4.C-2a and 4.C-2b, and fund a fair-share of the portion of the cost of the improvements (as stated in Mitigation Measure 4.C-5ziv) attributable to the project.	City of Alameda Community Development Department	City of Alameda Community Development Department shall monitor to ensure implementation of TDM Program, Monitoring, and collection of fair-share of funds	Prior to issuance of building permit(s)	Applies to Oak Street See Mitigation Measures 4.C-2a and 4.C-2b.
Mitigation Measure 4.C-9 (Chinatown Pedestrians): The City of Alameda shall implement TDM and Monitoring (Mitigation Measures 4.C-2a and 4.C-2b) and shall continue to work with the City of Oakland, the ACTC, and Caltrans, to evaluate and implement measures to reduce or divert the volume of traffic that travels through Oakland Chinatown to and from Alameda Point and other City of Alameda destinations.	City of Alameda shall require Project applicant to implement Mitigation Measures 4.C-2a and 4.C-2b, and coordinate with the City of Oakland, the ACTC, and Caltrans to evaluate and then implement measures that reduced/divert volume of traffic that travels through Oakland Chinatown to and from Alameda Point and other City of Alameda destinations.	City of Alameda Community Development Department	City of Alameda Community Development Department shall monitor to ensure implementation of TDM Program, Monitoring, and continue coordination with the City of Oakland, the ACTC, and Caltrans.	Prior to issuance of building permit(s)	See Mitigation Measures 4.C-2a and 4.C-2b.
D. Cultural and Paleontological Resources					
Mitigation Measure 4.D-1a (Historic Preservation Ordinance): The City shall implement the requirements of the Historic Preservation Ordinance, which requires a certificate of approval by the HAB for modifications to contributors and resources within the Historic District. As part of the certificate of approval process, project sponsors shall provide: 1) An analysis of the proposal's conformity with the <i>Guide to Preserving the Character of the Naval Air Station Alameda Historic District</i> as adopted and amended by the City Council; 2) An analysis of the proposal's conformity with general management and design guidelines contained within the NAS Alameda Cultural Landscape Report (JPP, 2012), including application of the <i>Secretary of the Interior's Standards for the Treatment of Historic Properties with Guidelines for the Treatment of Cultural Landscapes</i> . These include special treatments organized by functional area for such topics as spatial organization, topography, vegetation, views and vistas, circulation, as well as structures, furnishings and objects; and 3) An analysis of impacts to the integrity of the Historic District, as a whole, and an analysis of alternatives to avoid potential impacts on the Historic District as a whole, and on an individual resource	Project applicant shall conduct analyses listed to comply with the Historic Preservation Ordinance.	City of Alameda Community Development Department	City of Alameda's Historical Advisory Board (HAB) shall verify completion of analyses.	During the certificate of approval process	Water-Connected Projects: In addition to all projects located in the Historic District, this mitigation measure also applies to projects located adjacent to Seaplane Lagoon.
Mitigation Measure 4.D-1b (Guidelines): Prior to approval of new buildings within the NAS Alameda Historic District, the City shall complete and adopt Guidelines for New Infill Development within the Historic District. All new building will be reviewed for conformance with the guidelines.	City shall complete and adopt Guidelines for New Infill Development Project applicant shall conform to the City's adopted Guidelines	City of Alameda Community Development Department	Review new buildings for conformance with Guidelines	Prior to approval of new buildings within the NAS Alameda Historic District	Water-Connected Projects: In addition to all projects located in the Historic District, this mitigation measure also applies to projects located adjacent to Seaplane Lagoon. The first proposed development in the Historic District will trigger the City's preparation and adoption of Guidelines for New Infill Development within the Historic District, which will apply to that development and all subsequent development within the Historic District.

Mitigation Measures	Implementation Procedures	Monitoring Responsibility	Monitoring and Reporting Action	Mitigation Schedule	Notes
Mitigation Measure 4.D-5: Implement Mitigation Measure 4.D-1.	See Mitigation Measure 4.D-1.				
Mitigation Measure 4.D-6: Implement Mitigation Measures 4.D-2, -3, and -4.	See Mitigation Measures 4.D-2, 4.D-3, and 4.D-4.				
E. Biological Resources					
Mitigation Measure 4.E-1a (Sound Attenuation Monitoring Plan): Prior to the start of marina or ferry terminal construction, the City shall require a NMFS-approved sound attenuation monitoring plan to protect fish and marine mammals. If pile driving is planned for the Seaplane Lagoon, this plan shall provide detail on the sound attenuation system, detail methods used to monitor and verify sound levels during pile driving activities, and describe management practices to be taken to reduce impact hammer pile-driving sounds shall be made available to the NMFS. The plan shall incorporate, but not be limited, to the following best management practices (BMPs): - To the extent feasible, all pilings shall be installed and removed with vibratory pile drivers only. Vibratory pile driving will be conducted following the Corps' <i>Proposed Procedures for Permitting Projects that will Not Adversely Affect Selected Species in California</i>. USFWS and NOAA completed Section 7 consultation on this document, which establishes general procedures for minimizing impacts to natural resources associated with projects in or adjacent to jurisdictional waters. - An impact pile driver may only be used where necessary to complete installation of larger steel pilings in accordance with seismic safety or other engineering criteria - The hammer shall be cushioned using a 12-inch thick wood cushion block during all impact hammer pile driving operations - All piling installation using impact hammers shall be conducted between June 1 and November 30, when the likelihood of sensitive fish species being present in the work area is minimal - If pile installation using impact hammers must occur at times other than the approved work window, the project applicant shall obtain incidental take authorization from NMFS and CDFW, as necessary, to address potential impacts on steelhead trout, chinook salmon, and Pacific herring and implement all requested actions to avoid impacts - The project applicant shall monitor and verify sound levels during pile driving activities. The sound monitoring results will be made available to NMFS and the City - In the event that exceedance of noise thresholds established and approved by NMFS occurs, a contingency plan involving the use of bubble curtains or air barrier shall be implemented to attenuate sound levels to below thresholds	Project applicant shall create a NMFS-approved sound attenuation monitoring plan. Project applicant shall implement plan and record monitoring results.	City of Alameda Community Development Department	Verify completion of plan and monitor throughout construction. Ensure that monitoring results get submitted to NMFS.	Prior to start of marina or ferry terminal construction	*Although this mitigation measure applies primarily to marina or ferry terminal projects, it would also apply to any project that entails pile driving within Seaplane Lagoon.
Mitigation Measure 4.E-1b (NMFS and CDFW Consultation): During the project permitting phase, the City will ensure that any projects requiring in-water work include consultations with NMFS to determine if the work can be covered under one of the programmatic consultations for federally listed species described above or if a project-level BO would be required and whether an Incidental Harassment Authorization (IHA) for marine mammals would be needed for dredging or pile driving activities. The project applicant shall also consult with CDFW regarding State special-status fish and the potential need for an incidental take permit (ITP). The project applicant shall submit to the City copies of any IHA and/or ITP received or, alternatively, copies of correspondence confirming that an IHA and/or ITP is not required for the project in question.	Project applicant shall consult with NMFS if project requires in-water work. Project applicant shall consult with CDFW regarding potential need for an ITP. Project applicant shall submit copies of any IHA and/or ITP to the City or confirm that they are not required.	City of Alameda Community Development Department; NMFS; CDFW	Confirm consultation with NMFS and CDFW.	During the project permitting phase, prior to construction.	Although it is anticipated that this mitigation measure would apply only to marina or ferry terminal projects, it would also apply to any other proposal that would require pile driving and/or construction of docks within Seaplane Lagoon or San Francisco Bay.
Mitigation Measure 4.E-1c (Additional Noise Attenuation Measures): As part of the NMFS-approved sound attenuation monitoring plan required for pile driving in Seaplane Lagoon, Mitigation Measure 4.E-1a, the City shall ensure that the project applicant implements the following actions in addition to those listed in Mitigation Measure 4.E-1a to reduce the effect of underwater noise transmission on marine mammals. These actions shall include at a minimum: - Establishment of a 1,600-foot (500-meter) safety zone that shall be maintained around the sound source, for the protection of marine mammals in the event that sound levels are unknown or cannot be adequately predicted - Work activities shall be halted when a marine mammal enters the 1,600-foot (500-meter) safety zone and resume only after the animal has been gone from the area for a minimum of 15 minutes - A "soft start" technique shall be employed in all pile driving to marine mammals an opportunity to vacate the area - Maintain sound levels below 90 dBA in air when pinnipeds (seals and sea lions) are present - A NMFS-approved biological monitor will conduct daily surveys before and during impact hammer pile driving to inspect the work zone and adjacent Bay waters for marine mammals. The monitor will be present as specified by NMFS during the impact pile-driving phases of construction	Project applicant shall implement the listed actions to reduce the effects of underwater noise transmission. Project applicant shall hire a NMFS-approved biological monitor to conduct daily surveys.	City of Alameda Community Development Department; NMFS	NMFS will review and the sound attenuation monitoring plan and approve the biological monitor that will conduct daily surveys before and during impact hammer pile driving work. City will ensure implementation of the listed actions and daily surveys described in Measure 4.E-1c along with those listed in Measure 4.E-1a.	Prior to construction	Although it is anticipated that this mitigation measure would apply only to marina or ferry terminal projects, it would also apply to any other proposal that would require pile driving and/or construction of docks within Seaplane Lagoon or San Francisco Bay.

Mitigation Measures	Implementation Procedures	Monitoring Responsibility	Monitoring and Reporting Action	Mitigation Schedule	Notes
Mitigation Measure 4.E-1d (Dock Lighting): Prior to occupancy, the City shall ensure that the project applicant installs dock lighting on all floating docks that minimizes artificial lighting of Bay waters by using shielded, low-mounted, and low light-intensity fixtures and bulbs.	Project applicant shall include dock lighting measures in construction plans and specifications.	City of Alameda Community Development Department	Review construction plans and specifications to ensure it includes dock lighting requirements. Inspect light fixtures to ensure lighting needs requirements stated in Measure 4.E-1d.	Prior to construction and after construction.	Although it is anticipated that this mitigation measure would apply only to marina or ferry terminal projects, it would also apply to any other proposal that would require construction of docks within Seaplane Lagoon or San Francisco Bay.
Mitigation Measure 4.E-1f: (Bat Pre-Construction Survey) Potential direct and indirect disturbances to bats shall be identified by locating colonies, and implementing protective measures prior to construction. No more than two weeks in advance of tree removal, demolition of buildings onsite, or initiation of construction within 100 feet of the CDFW collection permit shall a qualified biologist (e.g., a biologist holding a CDFW collection permit and a Memorandum of Understanding with CDFW allowing the biologist to take or collect bats) shall conduct pre-construction surveys for bat roosts. No activities that could disturb active roosts shall proceed prior to the completed surveys.	Project applicant will obtain a qualified biologist to conduct pre-construction surveys for bat roosts. Qualified biologist will conduct pre-construction bat surveys two weeks prior to tree removal and building demolition work and shall develop protective measures.	City of Alameda Community Development Department	Review construction specifications to ensure inclusion of protective measures for active bat roosts. Monitor to ensure completion of pre-construction survey.	Prior to issuance of demolition or tree removal permit	This mitigation measure applies to any project requiring removal of trees and/or demolition of buildings.
Mitigation Measure 4.E-1g: (Bat Maternity Colony Measures) If a maternity colony is located within the project site during pre-construction surveys, the project shall be redesigned to avoid impacts if feasible, and a no-disturbance buffer acceptable in size to the CDFW shall be created around the roost. Bat roosts (maternity or otherwise) initiated during construction are generally presumed to be unaffected by increased noise, vibration, or human activity, and no buffer is necessary as long as roost sites are not directly altered or destroyed. However, the "take" of individuals is still prohibited at any time. - If there is a maternity colony present and the project cannot be redesigned to avoid removal of the tree or structure inhabited by the bats, demolition of that tree or structure shall not commence until after young are flying (i.e., after July 31, confirmed by a qualified bat biologist) or before maternity colonies form the following year (i.e., prior to March 1). - If a non-maternity roost must be removed as part of the project, the non-maternity roost shall be avoided prior to building/tree removal by a qualified biologist, using methods such as making holes in the roost to alter the air-flow or creating one-way tunnel exits for the bats. - If significant (e.g., maternity roosts or large non-maternity roost sites) bat roosting habitat is destroyed during building/tree removal, artificial bat roosts shall be constructed in an undisturbed area in the project site vicinity away from human activity and at least 200 feet from project demolition/construction activities. The design and location of the artificial bat roost(s) shall be determined by a qualified bat biologist.	Project applicant and its contractor(s) shall incorporate measures in the construction specifications to reduce impacts to maternity colonies. During pre-construction surveys, Project applicant and/or its contractor(s) will redesign the project if maternity colony is located within the project site.	City of Alameda Community Development Department, CDFW	Monitor to ensure adequate measures are taken to avoid impacts to maternity colonies.	Prior to issuance of demolition or tree removal permit	This mitigation measure applies to any project requiring removal of trees and/or demolition of buildings.
Mitigation Measure 4.E-2c: (Invasive Species Control Plan) The City shall require that the project applicant develop and implement a Marine Invasive Species Control Plan prior to commencement of any in-water work including, but not limited to, construction of piers and seawalls, dredging, pile driving, and construction of new stormwater outfalls. The plan shall be prepared in consultation with the United States Coast Guard (USCG), RWQCB, and other relevant state agencies. Provisions of the plan shall include but not be limited to the following: - Environmental training of construction personnel involved in in-water work - Actions to be taken to prevent the release and spread of marine invasive species, especially algal species such as <i>Ulvaria</i> and <i>Sargasso</i> - Procedures for the safe removal and disposal of any invasive taxa observed on the removed structures prior to disposal or reuse of pilings, docks, wave attenuators, and other features - The onsite presence of qualified marine biologists to assist the contractor in the identification and proper handling of any invasive species on removed Port equipment or materials - A post-construction report identifying which, if any, invasive species were discovered attached to equipment and materials following removal from the water, and describing the treatment/handling of identified invasive species. Reports shall be submitted to the City, as well as the USCG and the RWQCB if requested by the agencies.	Project applicant shall develop and implement a Marine Invasive Species Control Plan during construction of in-water work. Project applicant will prepare a post-construction report and submit to the City, USCG, and RWQCB.	City of Alameda Community Development, USCG, RWQCB and other relevant state agencies	Review and approve Marine Invasive Species Control Plan. Ensure the provisions of the approved plan are implemented, including preparation of a post-construction report.	Prior to issuance of building permit(s) and during construction	

Mitigation Measures	Implementation Procedures	Monitoring Responsibility	Monitoring and Reporting Action	Mitigation Schedule	Notes
Mitigation Measure 4.E-3a: (Wetlands) Prior to issuance of final grading or building permits that include work within or in the vicinity of jurisdictional waters, the City shall confirm that the project applicant has obtained all necessary wetland permits and shall further ensure that the project applicant understands measures to avoid or minimize adverse effects on jurisdictional waters and sensitive natural communities. Specifically: - The existing wetlands in the Northwest Territories shall be preserved and incorporated into compatible open space uses to the maximum extent feasible. - Wetlands to be avoided shall be protected by setbacks throughout project construction. Based on recommendations in the <i>Baylands Ecosystem Habitat Goals Project</i>, (1999) a minimum 300-foot wetland buffer shall be incorporated into project design wherever possible to protect water quality and the wildlife that use the wetlands. Where existing uses preclude the establishment of a 300-foot or larger buffer, the largest buffer possible shall be established. Buffer width should be determined by considering the quality of the wetlands, actual or potential wildlife use, existing and proposed future uses, amount and type of vegetation within the buffer, and angle and direction of slope in proximity to the wetland (McElfish et al., 2008). Open space uses shall incorporate these buffers in the siting of recreational trails and development of facilities to ensure the wetlands and the wildlife that use them are adequately buffered from recreational uses. - During project construction, areas to be avoided and provided with setbacks pursuant to the provisions described above shall be further protected by best management practices (BMPs) as described in Mitigation Measure 4.E-3b, below. Such measures shall include the installation of silt fencing, straw wattles, or other appropriate erosion and sediment control methods or devices along roads and at the 100-foot setback limits. To minimize impacts on wetlands and other waters, equipment such as backhoes and cranes used for installation of rip-rap or other shore stabilization measures along the Bay shoreline shall operate from dry land where possible. Any construction operations within Bay waters shall be barge-mounted or use other water-based equipment such as scows, derrick barges, and tugs.	Project applicant shall obtain all necessary wetland permits. Project applicant shall implement measures to avoid or minimize adverse effects on jurisdictional waters and sensitive natural communities. Project applicant will implement measures to avoid or minimize adverse effects on jurisdictional waters and sensitive natural communities as identified in Mitigation Measure 4.E-3a.	City of Alameda Community Development Department	Confirm all necessary wetland permits have been obtained. Ensure implementation of measures to avoid sensitive natural communities.	Prior to issuance of final grading or building permit(s) and during construction.	
Mitigation Measure 4.E-3b: (BMPs for Wetlands) Standard BMPs shall be employed to avoid degradation of aquatic habitat and wetlands by maintaining water quality and controlling erosion and sedimentation during construction as required by compliance with the National Pollutant Discharge Elimination System (NPDES) General Permit for Construction Activities (see also Section 4.H, <i>Hydrology and Water Quality</i>, of this EIR, which addresses impacts on water quality). BMPs shall include, but not be limited to, the following: (1) installing silt fencing between wetlands and aquatic habitat and construction-related activities; (2) locating fueling stations away from potentially jurisdictional features; and (3) otherwise isolating construction work areas from any identified jurisdictional features. In addition, BMPs to avoid impacts on water quality resulting from dredging or other activities within open waters that are identified in the <i>Long-term Management Strategy for the Placement of Dredged Material in the San Francisco Bay Region</i> (LIMS) (Corps, 2001) shall be implemented. These BMPs include silt fencing and gundooms or other appropriate methods for keeping dredged materials or other sediments from leaving a project site.	Project applicant shall comply with the NPDES General Permit for Construction through implementation of BMPs described in Mitigation Measure 4.E-3b.	City of Alameda Community Development Department	Ensure that Project applicant implements applicable BMPs and complies with NPDES General Permit.	During construction	Although implementation of this mitigation measure is particularly critical for projects located adjacent to or in proximity to wetlands or surface waters, all construction projects will be required to comply with the Regional Water Quality Control Board's NPDES General Construction Permit, and will be required to implement appropriate BMPs.
Mitigation Measure 4.E-3c: (Wetland Mitigation and Monitoring Plan) Where disturbance to jurisdictional waters cannot be avoided, compensation shall be provided at a minimum 1:1 ratio for temporary impacts and permanent loss. Actual compensatory mitigation ratios will be specified in project permits issued by the Corps, RWQCB, and BCDC. Where applicable, compensation shall be detailed on a project-specific basis and shall include development of an onsite wetland mitigation and monitoring plan, which shall be developed prior to the start of the first phase of development or in coordination with permit applications and/or conditions. Alternatively, offsite mitigation may be pursued through an approved mitigation bank, although this option may result in a higher mitigation ratio. At a minimum, such plans shall include: - Baseline information, including a summary of findings for the most recent wetland delineation applicable to the project site; - Anticipated habitat enhancements to be achieved through compensatory actions, including mitigation site location (onsite enhancement or offsite habitat creation) and hydrology.	Project applicant shall develop a mitigation plan to compensate disturbance to jurisdictional waters at a minimum 1:1 ratio by either (1) developing an onsite wetland mitigation monitoring plan or (2) pursue offsite mitigation options. Ensure that mitigation plan incorporates items described in Measure 4.E-3c.	City of Alameda Community Development Department, Corps, RWQCB, BCDC	Review of construction specifications to ensure it includes wetland replaced or restored at a minimum 1:1 ratio for temporary and permanent loss. Review compensation plan to ensure incorporation of items described in Mitigation Measure 4.E-3c.	Prior to issuance of grading permit	

Mitigation Measures	Implementation Procedures	Monitoring Responsibility	Monitoring and Reporting Action	Mitigation Schedule	Notes
- Performance and success criteria for wetland creation or enhancement including, but not limited to, the following:^a - At least 70 percent survival of installed plants for each of the first three years following planting. - Performance criteria for vegetation percent cover in Years 1-4 as follows: at least 10 percent cover of installed plants in Year 1; at least 20 percent cover in Year 2; at least 30 percent cover in Year 3; at least 40 percent cover in Year 4. - Performance criteria for hydrology in Years 1-5 as follows: Fourteen or more consecutive days of flooding, ponding, or a water table 12 inches or less below the soil surface during the growing season at a minimum frequency of three of the five monitoring years; OR establishment of a prevalence of wetland obligate plant species. - Invasive plant species that threaten the success of created or enhanced wetlands should not contribute to the vegetation cover greater than 35 percent in Year 1, 20 percent in Years 2 and 3, 15 percent in Year 4, and 10 percent in Year 5. - If necessary, supplemental water shall be provided by a water truck for the first two years following installation. Any supplemental water must be removed or turned off for a minimum of two consecutive years prior to the end of the monitoring period, and the wetland must meet all other criteria during this period. At the end of the five-year monitoring period, the wetland must be self-sufficient and capable of persistence without supplemental water. - At least 75 percent cover by hydrophytic vegetation at the end of the five-year monitoring period. In addition, wetland hydrology and hydric soils must be present and defined as follows: Hydrophytic vegetation – A plant community occurring in areas where the frequency and duration of inundation or soil saturation produce permanently or periodically saturated soils of sufficient duration to exert a controlling influence on the plant species present. Wetland hydrology – Identified by indicators such as sediment deposits, water stains on vegetation, and oxidized rhizospheres along living roots in the upper 12 inches of the soil, or satisfaction of the hydrology performance criteria listed above. Hydric soils – Soils that are saturated, flooded, or ponded long enough during the growing season to develop anaerobic conditions, which are often characterized by features such as redox concentrations, which form by the reduction, translocation, and/or oxidation of iron and manganese oxides. Hydric soils may lack hydric indicators for a number of reasons. In such cases, the same standard used to determine wetland hydrology when indicators are lacking can be used. - Five years after any wetland creation, a wetland delineation shall be performed to determine whether created wetlands are developing according to the success criteria outlined in the project permits. If they are not, remedial measures such as re-planting and/or re-design and construction of the created wetland shall be taken to ensure that the Project's mitigation obligations are met. - If permanent and temporary impacts on jurisdictional wetlands cannot be compensated onsite through the restoration or enhancement of wetland features incorporated within proposed open space areas, the specific project applicant shall provide additional compensatory mitigation for these habitat losses. Potential options include the creation of additional wetland acreage onsite or the purchase of offsite mitigation. Offsite compensatory mitigation would be required to fulfill the performance standards described above.					

^a Vegetation-related criteria listed here apply only if mitigation required for impacts to vegetated wetlands and would not be required for impacts to unvegetated wetlands.

Mitigation Measures	Implementation Procedures	Monitoring Responsibility	Monitoring and Reporting Action	Mitigation Schedule	Notes
Mitigation Measure 4.E-4b: (Bird Strike Mitigation) Prior to the issuance of the first building permit for each new building, or for any exterior renovation that would increase the surface area of glazing by 50 percent or more, or that would replace 50 percent or more of existing glazing, the City shall require that the project applicant retain a qualified biologist experienced with bird strike issues to review and approve the design of the building to ensure that it sufficiently minimizes the potential for bird strikes. The City shall require the project applicant to consult with resource agencies such as the California Department of Fish and Wildlife, U.S. Fish and Wildlife Service, or others, as it determines to be appropriate during this review. The project applicant shall provide to the City a written description of the measures and features of the building design that are intended to address potential impacts on birds. The design shall include some of the following measures or measures that are equivalent to, but not necessarily identical to, those listed below, as new, more effective technology for addressing bird strikes may become available in the future: - Employ design techniques that create "visual noise" via cladding or other design features that make it easy for birds to identify buildings as such and not mistake buildings for open sky or trees; - Decrease continuity of reflective surfaces using "visual marker" design techniques, which techniques may include: - Patterned or fritted glass, with patterns at most 28 centimeters apart, - One-way films installed on glass, with any picture or pattern or arrangement that can be seen from the outside by birds but appear transparent from the inside, - Geometric fenestration patterns that effectively divide a window into smaller panes of at most 28 centimeters, and/or - Decals with patterned or abstract designs, with the maximum clear spaces at most 28 centimeters square. - Up to 60 feet high on building facades facing the shoreline, decrease reflectivity of glass, using design techniques such as plastic or metal screens, light-colored blinds or curtains, frosting of glass, angling glass towards the ground, UV-A glass, or awnings and overhangs; - Eliminate the use of clear glass on opposing or immediately adjacent faces of the building without intervening interior obstacles such that a bird could perceive its flight path through the glass to be unobstructed; - Mute reflections in glass using strategies such as angled glass, shades, internal screens, and overhangs; and - Place new vegetation sufficiently away from glazed building facades so that no reflection occurs. Alternatively, if planting of landscapes near a glazed building façade is desirable, situate trees and shrubs immediately adjacent to the exterior glass walls, at a distance of less than 3 feet from the glass. Such close proximity will obscure habitat reflections and will minimize fatal collisions by reducing birds' flight momentum. Lighting. In addition to implementation of the City/VA Lighting MOA, the project applicant shall similarly ensure that the design and specifications for buildings implement design elements to reduce lighting usage, change light direction, and contain light. These include, but are not limited to, the following general considerations that should be applied wherever feasible throughout Alameda Point to reduce night lighting impacts on species other than least terns: - Avoid installation of lighting in areas where not required for public safety - Examine and adopt alternatives to bright, all-night, floor-wide lighting when interior lights would be visible from the exterior or exterior lights must be left on at night, including: - Installing motion-sensitive lighting - Installing task lighting - Installing programmable timers - Installing fixtures that use lower-wattage, sodium, and yellow-red spectrum lighting. - Install strobe or flashing lights in place of continuously burning lights for any obstruction lighting. - Where exterior lights are to be left on at night, install fully shielded lights to contain and direct light away from the sky.	Project applicant shall retain a qualified biologist to review and approve design of buildings for potential impacts on birds related to bird strike, lighting, and placement of rooftop antennae and other rooftop elements. Project applicant shall provide educational materials to building tenants and occupants, hotel guests, and residents encouraging them to minimize light transmission from windows. Project applicant or City shall document activities undertaken per this mitigation measure. Project applicant or City shall maintain records that include the written descriptions provided by the building developer of the measures and features of the design for each building that are intended to address potential impacts on birds, and the recommendations and memoranda prepared by the qualified biologist experienced with bird strikes.	City of Alameda Community Development Department; CDFW; USFWS	Review submittal and documentation of measures and features incorporated to address potential impacts on birds. Ensure that education materials get distributed to building tenants, occupants, hotel guests, and residents appropriately. Ensure proper documentation of activities prescribed by Measure 4.E-4b.	Prior to issuance of building permit(s)	

Mitigation Measures	Implementation Procedures	Monitoring Responsibility	Monitoring and Reporting Action	Mitigation Schedule	Notes
Antennae, Monopole Structures, and Rooftop Elements. The City shall ensure, as a condition of approval, that building permit, that buildings minimize the number of and co-locate rooftop antennas and city office communications antennas on buildings, in open areas, and at sports and playing fields and facilities do not include guy wires. Educating Residents and Occupants. The City shall ensure, as a condition of approval for every building permit, that the project applicant agrees to provide educational materials to building tenants and occupants, hotel guests, and residents encouraging them to minimize light transmission from windows during peak spring and fall migratory periods, by turning off unnecessary lighting and/or closing window coverings at night. The City shall review and approve the educational materials prior to building occupancy. Documentation. The project applicant and/or City shall document undertaking the activities described in this mitigation measure and maintain records that include, among others, the written descriptions provided to the building developer of the measures and features of the design for each building that intended address impacts on birds, and the recommendations and memoranda prepared by the qualified biologist or other qualified person that the City shall review and approve of any proposed projects to ensure that they sufficiently minimize the potential for bird strikes. Mitigation Measure 4.E-4c: (Breeding Birds) The City shall require project applicants to conduct preconstruction breeding bird surveys for projects proposed in areas containing, or likely to contain, habitat for nesting birds as a condition of approval for any development-related permit. Specific measures to avoid and minimize impacts on nesting birds include, but are not limited to, those described below. - To avoid and minimize potential impacts on nesting raptors and other birds, preconstruction surveys shall be performed not more than one week prior to initiating vegetation removal and/or construction activities during the breeding season (i.e., February 1 through August 31) - To avoid and minimize potential impacts on nesting raptors and other birds, a no-disturbance buffer zone shall be established around active nests during the breeding season until the young have fledged and are self-sufficient. When no further mitigation would be required - Typically, the size of individual buffers ranges from a minimum of 250 feet for raptors to a minimum of 50 feet for other birds but can be adjusted based on an evaluation of the site by a qualified biologist in cooperation with the USFWS and/or CDFW - Birds that establish nests after construction starts are assumed to be habituated to and tolerant of the indirect impacts resulting from construction noise and human activity. However, direct take of nests, eggs, and nestlings is still prohibited and a buffer must be established to avoid nest destruction. - If construction ceases for a period of more than two weeks, or vegetation removal is required after a period of more than two weeks has elapsed from the preconstruction surveys, then new nesting bird surveys must be conducted. Mitigation Measure 4.E-4f: (Open Refuse Containers) The City shall prohibit open refuse containers that contain food waste throughout the project area. This prohibition shall be incorporated into the terms and conditions of all City approvals for future development at Alameda Point. Mitigation Measure 4.E-5: The City of Alameda shall implement Mitigation Measures 4.E-1a through 4.E-4f (avoid and minimize impacts on special-status wildlife), Mitigation Measures 4.E-2a through 4.E-2c (avoid and minimize impacts on sensitive natural communities), Mitigation Measures 4.E-3a through 4.E-3c (avoid and minimize impacts to jurisdictional waters), and Mitigation Measures 4.E-4a through 4.E-4f (avoid and minimize impacts to migratory and breeding wildlife). Mitigation Measure 4.E-6: The City of Alameda shall implement Mitigation Measures 4.E-1a through 4.E-1h (avoid and minimize impacts on special-status wildlife), Mitigation Measures 4.E-2a through 4.E-2c (avoid and minimize impacts to sensitive natural communities), Mitigation Measures 4.E-3a through 4.E-3c (avoid and minimize impacts to jurisdictional waters), and Mitigation Measures 4.E-4a through 4.E-4f (avoid and minimize impacts to migratory and breeding wildlife). Mitigation Measure 4.E-7: The City of Alameda shall implement Mitigation Measures 4.E-1a through 4.E-1h (avoid and minimize impacts on special-status wildlife), Mitigation Measures 4.E-2a through 4.E-2c (avoid and minimize impacts to sensitive natural communities), Mitigation Measures 4.E-3a through 4.E-3c (avoid and minimize impacts to jurisdictional waters), and Mitigation Measures 4.E-4a through 4.E-4f (avoid and minimize impacts to migratory and breeding wildlife).	Project applicant shall conduct preconstruction breeding bird surveys. Project applicant shall implement identified avoidance and minimization measures for nesting bird impacts.	City of Alameda Community Development Department	Review construction specifications to ensure incorporation of nesting bird avoidance and minimization measures. Monitor to ensure implementation of avoidance and minimization measures during construction.	Prior to issuance of building permit(s) and during construction After construction is complete.	Although this mitigation measure is particularly critical for projects located in the Northwest Territories and the Federal Property, it is applicable to any project on a site that has trees, shrubs, buildings, or other structures, all of which can provide nesting habitat for birds.

Mitigation Measures	Implementation Procedures	Monitoring Responsibility	Monitoring and Reporting Action	Mitigation Schedule	Notes
F. Air Quality and Greenhouse Gases Mitigation Measure 4.F-1a: (Fugitive Dust) The following BAAQMD Best Management Practices for fugitive dust control will be required for all construction activities within the project area. These measures will reduce fugitive dust emissions primarily during soil movement, grading and demolition activities, but also during vehicle and equipment movement on unpaved project sites: Basic Controls that Apply to All Construction Sites 1. All exposed surfaces (e.g., parking areas, staging areas, soil piles, graded areas, and unpaved access roads) shall be watered two times per day. 2. All haul trucks transporting soil, sand, or other loose material off site shall be covered. 3. 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. 4. All vehicle speeds on unpaved roads shall be limited to 15 mph. 5. All streets, driveways, and sidewalks to be paved shall be completed as soon as possible. Building pads shall be laid as soon as possible after grading unless seeding or soil binders are used. 6. Idling times shall be minimized either by shutting equipment off when not in use or reducing the maximum idling time to 5 minutes (as required by the California Airborne Toxics Control Measure Title 13, Section 2485 of CCR). Clear signage shall be provided for construction workers at all access points. 7. All construction equipment shall be maintained and properly tuned in accordance with manufacturer's specifications. All equipment shall be checked by a certified mechanic and determined to be running in proper condition prior to operation. 8. A publicly visible sign shall be posted with the telephone number and person to contact at the Lead Agency regarding dust complaints. This person shall respond and take corrective action within 48 hours. BAAQMD's phone number shall also be visible to ensure compliance with applicable regulations.	Project applicant shall incorporate the BAAQMD BMPs for fugitive dust control in construction specifications. Project applicant shall implement BMPs during construction.	City of Alameda Community Development Department	Review construction specifications for inclusion of BAAQMD BMPs. Monitor to ensure that BMPs are implemented during construction.	Prior to issuance of building permit(s) and on-going during construction.	
Mitigation Measure 4.F-1b: (Construction Exhaust) The following control measures for construction emissions will be required for all construction activities within the project area. - All construction equipment shall be maintained and properly tuned in accordance with manufacturer's specifications. All equipment shall be checked by a certified mechanic and determined to be running in proper condition prior to operation. - Idling times shall be minimized either by shutting equipment off when not in use or reducing the maximum idling time to two minutes. Clear signage shall be provided for construction workers at all access points. - The Project shall develop a plan demonstrating that the off-road equipment (more than 50 horsepower) to be used in the construction project (i.e., owned, leased, and subcontractor vehicles) would achieve a project wide fleet-average 20 percent NO_x reduction and 45 percent PM reduction compared to the most recent CARB fleet average. Acceptable options for reducing emissions include the use of late model engines, low-emission diesel products, alternative fuels, engine retrofit technology, after-treatment products, add-on devices such as particulate filters, and/or other options as such become available. (The Level 3 Verified Diesel Emissions Control (VDEC) required under Mitigation Measure 4.F-1d would also comply with this measure.) - Require that all construction equipment, diesel trucks, and generators be equipped with Best Available Control Technology for emission reductions of NO_x and PM. - Require all contractors to use equipment that meets CARB's most recent certification standard for off-road heavy duty diesel engines	Project applicant shall incorporate control measures for construction emissions in construction specifications. Project applicant shall implement control measures during construction.	City of Alameda Community Development Department	Review construction specifications to ensure incorporation of control measures for construction emissions. Monitor to ensure that construction exhaust measures are implemented during construction.	Prior to issuance of building permit(s) and during construction.	
Mitigation Measure 4.F-1c: (Demolition Controls) Demolition and disposal of any asbestos containing building material shall be conducted in accordance with the procedures specified by Regulation 11, Rule 2 (Asbestos Demolition, Renovation and Manufacturing) of BAAQMD's regulations.	Project applicant shall incorporate BAAQMD's Regulation 11, Rule 2 procedures in construction specifications. Project applicant shall implement measures as outlined in Regulation 11, Rule 2 of BAAQMD's regulations.	City of Alameda Community Development Department	Review construction specifications to ensure incorporation of BAAQMD's measures for the demolition and disposal of asbestos. Ensure Project applicant complies with Regulation 11, Rule 2 procedures of BAAQMD's regulations.	Prior to and during construction.	

Mitigation Measures	Implementation Procedures	Monitoring Responsibility	Monitoring and Reporting Action	Mitigation Schedule	Notes
Mitigation Measure 4.F-1d: (Toxic Air Contaminants and PM2.5) The project sponsors shall ensure that construction contract specifications include a requirement that all off-road construction equipment used for project improvements be equipped with a Level 3 Verified Diesel Emissions Control (VDEC), which would reduce diesel particulate emissions by at least 85 percent.	Project applicant shall incorporate toxic air contaminants and PM2.5 measure in construction contract specifications. Project applicant will use off-road construction equipment with a Level 3 Verified Diesel Emissions Control.	City of Alameda Community Development Department	Review construction specifications to ensure that toxic air contaminants and PM2.5 measure is incorporated. Ensure that Project applicant uses off-road construction equipment with a Level 3 Verified Diesel Emissions Control.	Prior to and during construction.	
Mitigation Measure 4.F-1e: (Delayed Occupancy) Health risks from construction-related emissions to new residences proposed under the project shall be minimized by delaying issuance of occupancy permits for new residential units until after the completion of construction activities at adjacent buildings upwind in prevailing west and northwest winds during individual development phases of the project.	Project applicant shall delay occupancy until after completion of construction activities at adjacent buildings.	City of Alameda Community Development Department	Ensure that occupancy is delayed until after completion of construction activities at adjacent buildings.	Prior to issuance of occupancy permit(s)	* This mitigation measure applies only to residential projects.
Mitigation Measure 4.F-2: (Greenhouse Gas Reduction Measures) The following measures shall be incorporated into the project design for properties within the project area: - Implement a Transportation Demand Management (TDM) program, as described in detail in Mitigation Measure 4.C.1a in Section 4.C, Transportation. - Require only natural gas hearths in residential units as a condition of final building permit; - Require smart meters and programmable thermostats; - Meet Green Building Code standards in all new construction; - Install solar water heaters for all uses as feasible; - Use recycled water when available; - Install low-flow fixtures (faucets, toilets, showers); - Use water efficient irrigation systems, and - Institute recycling and composting services.	Project applicant shall incorporate measures into project design documents.	City of Alameda Community Development Department	Ensure that project design documents incorporate measures identified in Mitigation Measure 4.F-2.	During design phase.	
Mitigation Measure 4.F-4: Implement Mitigation Measures 4.F-1a, 4.F-1b, and 4.F-1e.	See Mitigation Measures 4.F-1a, 4.F-1b, and 4.F-1e.				
Mitigation Measure 4.F-7a: Implement Mitigation Measure 4.F-2.	See Mitigation Measure 4.F-2.				
Mitigation Measure 4.F-7b: (Fuel-Efficient Vehicles) The City shall promote use of clean fuel-efficient vehicles through preferential parking, installation of charging stations, and low emission vehicle carsharing programs to reduce the need to have a car or second car vehicles in the TDM Program.	City shall require implementation of measures identified in Measure 4.F-7b.	City of Alameda Community Development Department			
Mitigation Measure 4.F-8: Implement Mitigation Measures 4.F-2 and 4.F-7b.	See Mitigation Measures 4.F-2 and 4.F-7b.				
G. Noise					
Mitigation Measure 4.G-1a: (Construction Hours) The City will require construction contractors to limit standard construction activities hours to be in compliance with the Noise Ordinance. Pile driving activities greater than 90 dBA limited to between 8:00 a.m. and 4:00 p.m. Monday through Friday. No pile driving shall be allowed on weekends and National holidays.	Project applicant and its contractor(s) to include noise limitations in construction specifications. Project applicant and its contractor(s) to comply with the Noise Ordinance and ensure that pile driving activities greater than 90 dBA are limited between 8:00 a.m. and 4:00 p.m. Monday through Friday.	City of Alameda Community Development Department	Review construction specifications to ensure measure is incorporated; inspection to ensure conformance	Prior to issuance of grading or building permit(s); inspection during construction	

Mitigation Measures	Implementation Procedures	Monitoring Responsibility	Monitoring and Reporting Action	Mitigation Schedule	Notes
Mitigation Measure 4.G-1b: (Construction Noise Measures) To reduce daytime noise impacts due to construction, the City will require construction contractors to implement the following measures: - Equipment and trucks used for project construction will utilize the best available noise control techniques, such as improved mufflers, equipment redesign, use of intake silencers, ducts, engine enclosures and acoustically-attenuating shields or shrouds, wherever feasible. - Impact tools (i.e., jack hammers, pavement breakers, and rock drills) used for project construction shall be hydraulically or electrically powered wherever possible 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 will be used; this muffler can lower noise levels from the exhaust by up to about 10 dBA. External jackets on the tools themselves will be used where feasible, and this could achieve a reduction of 5 dBA. Quieter procedures will be used, such as drills rather than impact equipment, whenever feasible. - Stationary noise sources will be located as far from adjacent receptors as possible, and they shall be muffled and enclosed within temporary sheds, incorporate insulation barriers, or other measures to the extent feasible. - Haul routes that affect the fewest number of people will be selected.	Project applicant and its contractor(s) shall use best available noise-control techniques described and locate stationary noise sources as far from adjacent receptors as possible.	City of Alameda Community Development Department	Require use of noise-control techniques in building permit; inspect construction site to confirm adherence to those requirements.	Prior to issuance of grading building permit(s); inspect during construction	
Mitigation Measure 4.G-1c: (Pile Driving Noise Attenuation Measures) Pile driving activities within 300 feet of sensitive receptors will require additional noise attenuation measures. Prior to commencing construction, a plan for such measures will be submitted for review and approval by the City to ensure that maximum feasible noise attenuation will be achieved. These attenuation measures will include as many of the following control strategies as feasible: - Erect temporary plywood noise barriers if they would block the line of sight between sensitive receptors and construction activities, particularly for existing residences in the northern area of the project site and for residences across Main Street; - Implement "quiet" pile driving technology (such as pre-drilling of piles or use of sonic pile drivers), where feasible, in consideration of geotechnical and structural requirements and conditions; and - Utilize noise control blankets on the building structure as the building is erected to reduce noise emission from the site.	Project applicant and its contractor(s) shall prepare plan and submit to City, implement during construction.	City of Alameda Community Development Department	Review noise-attenuation plan and incorporate plan into building permit; inspect site during construction to confirm adherence to plan.	Prior to issuance of grading or building permit(s); inspect site during construction	
Mitigation Measure 4.G-1d: (Complaint Tracking) Prior to the issuance of each building permit, along with the submission of construction documents, the project applicant will submit to the City a list of measures to respond to and track complaints pertaining to construction noise. These measures will include: - Signs will be posted at the construction site that include permitted construction days and hours, a day and evening contact number for the job site, and a contact number with the City of Alameda in the event of noise complaints. The project applicant will designate an on-site complaint and enforcement manager to track and respond to noise complaints; and - Notification of neighbors within 300 feet of the project construction area at least 30 days in advance of pile-driving activities about the estimated duration of the activity.	Project applicant and its contractor(s) shall post construction information and track complaints pertaining to construction noise	City of Alameda Community Development Department	Review construction specifications to ensure conformance; inspection to ensure conformance	Prior to issuance of building permit(s)	
Mitigation Measure 4.G-2: Implement Mitigation Measures 4.G-1a through 4.G-1d.	See Mitigation Measures 4.G-1a through 4.G-1d.				
Mitigation Measure 4.G-3: To reduce automobile trips and associated automobile noise impacts, implement Mitigation Measure 4.C-2a (TDM Program).	See Mitigation Measure 4.C-2a.				
Mitigation Measure 4.G-4: (Noise Ordinance) During individual project phase design preparation, the City will require a project applicant to comply with the Noise Ordinance and General Plan standards. These measures implement noise control measures to ensure that all non-transportation source operations comply with City standards and will include, but not be limited to, the following: - The proposed land uses will be designed so that on-site mechanical equipment (e.g., HVAC units, compressors, generators) and area-source operations (e.g., loading docks, parking lots, and recreational facilities) are located as far as possible and/or shielded from nearby noise sensitive land uses to meet City noise standards. - On-site landscape maintenance equipment will be equipped with properly operating exhaust mufflers and engine shrouds, in accordance with manufacturers' specifications. - The following activities will be limited to the hours of 7:00 a.m. to 10:00 p.m. unless site-specific analysis confirms that noise impacts to sensitive receptors would be less-than-significant: - Truck deliveries; - Operations of motor powered landscape maintenance equipment; and - Outdoor use of amplified sound systems.	Project applicant and its contractor(s) shall incorporate operational noise control measures in project design phase documents.	City of Alameda Community Development Department	City shall ensure that design phase documents of individual projects incorporate operational noise control measures.	During design phase and prior to issuance of building permit(s)	

Mitigation Measures		Implementation Procedures	Monitoring Responsibility	Monitoring and Reporting Action	Mitigation Schedule	Notes
Mitigation Measure 4.G-5: (Noise Study and Design Measures) The City will require project sponsors for residential development within a noise study, prepared by a qualified noise consultant, to determine design measures necessary to achieve sound levels at the proposed new residences. The study will be submitted to the City for review and approval. Design measures the following could be required, depending on the specific findings of the noise study: double-paneled glass windows facing noise sources; solid-core doors; increased sound insulation of exterior walls (such as through staggered-or double-studs, multiple layers of gypsum board, and incorporation of resilient channels); weather-light seals for doors and windows; or mechanical ventilation such as an air conditioning system.		Project applicant shall obtain a qualified noise consultant to prepare a noise study. Noise consultant will prepare a noise study and determine design measures necessary to achieve acceptable interior noise levels at new residences.	City of Alameda Community Development Department	City shall review and approve noise study and ensure that design measures would meet acceptable interior noise level standards.	Prior to construction.	*This mitigation measure applies only to residential projects.
Mitigation Measure 4.G-6: Implement Mitigation Measures 4.G-3 and 4.G-5.		See Mitigation Measures 4.G-3 and 4.G-5.				
H. Geology, Soils, and Seismicity						
Mitigation Measure 4.H-1: (Geotechnical Investigation) Prior to approval of a building permit, a site specific, design-level geotechnical investigation shall be prepared for all proposed development on the project site. The investigation shall include detailed characterization of the distribution and compositions of subsurface materials and an assessment of their potential behavior during violent seismic ground-shaking. The analysis shall recommend site preparation and design parameters that would be necessary to avoid or substantially reduce structural damage under anticipated peak ground accelerations in accordance with seismic design requirements within the most current version of the California Building Code and Alameda Municipal Code. The investigation and recommendations shall be in conformance with all applicable city ordinances and policies and consistent with the design requirements of the calculated Seismic Design Category for each site in accordance with the California Building Code. The geotechnical report shall be prepared by a California-registered geotechnical engineer and approved by the City, and all recommendations contained in the report shall be included in the final design of the project.		Project applicant shall obtain a California-registered geotechnical engineer to conduct design-level geotechnical investigation. Geotechnical engineer shall conduct geotechnical investigation, prepare a report and develop recommendations in accordance to Measure 4.H-1. Engineer shall ensure that recommendations conform to city ordinances and policies.	Project applicant and City of Alameda Community Development Department	City shall review and approve geotechnical report.	Prior to approval of building permit(s)	
Mitigation Measure 4.H-1 would ensure that the proposed project would be designed to withstand strong seismic ground-shaking, and that the occupants of the proposed development are informed of safety procedures to follow in the event of an earthquake.						
Mitigation Measure 4.H-2: (Geotechnical Mitigation) Prior to issuance of a building permit, earthwork, foundation and structural design for proposed development under the project shall be conducted in accordance with all recommendations of the required geotechnical investigation (Mitigation Measure 4.H-1a). The investigation must include all potentially pre-seizable seismically-induced ground failures, including liquefaction, sand boils, lateral spreading and rapid settlement. Mitigation strategies must be designed for the site-specific conditions of the project and must be reviewed for compliance with the guidelines of CGS Special Publication 117A prior to incorporation into the project. Examples of possible strategies include edge containment structures (berms, diked sea walls, retaining structures, compacted soil zones), removal or treatment of liquefiable soils, soil modification, modification of site geometry, lowering the groundwater table, in-situ ground densification, deep foundations, reinforced shallow foundations, and structural design that can accommodate predicted displacements.		Project applicant shall ensure that geotechnical investigation includes assessment of all potentially pre-seizable seismically-induced ground failures, including liquefaction, sand boils, lateral spreading and rapid settlement. Project applicant shall ensure that mitigation strategies are developed consistent with the guidelines of CGS Special Publication 117A.	Project applicant and City of Alameda Community Development Department	Ensure that geotechnical report addresses seismically-induced ground failures listed in the measure. Review and ensure that mitigation strategies are developed consistent with the guidelines of CGS Special Publication 117A.	Review mitigation strategies prior to incorporation into the project. Prior to issuance of building permit(s).	
Mitigation Measure 4.H-4: (Settlement Mitigation) The required geotechnical report for each development project (Mitigation Measure 4.H-1a) shall determine the susceptibility of the project site to settlement and prescribe appropriate engineering techniques for reducing its effects. Where settlement and/or differential settlement is predicted, mitigation measures—such as lightweight fill, geobeam, utility jacking, wick drains, deep foundations, structural slabs, tapered slabs, flexible utility connections, and precast pile foundations—shall be evaluated and the most effective, feasible, and least costly mitigation measures shall be recommended. Engineering recommendations shall be included in the project engineering and design plans, and be reviewed and approved by a registered geotechnical engineer. All construction activities and design criteria shall comply with applicable codes and requirements of the most recent California Building Code, and applicable City construction and grading ordinances.		Project applicant shall ensure that geotechnical investigation assesses the susceptibility of the site to settlement, prescribes engineering techniques for reducing its effects, and includes recommended mitigation measures. Project applicant will include recommendations in project engineering and design plans. Applicant will comply with all applicable codes and requirements during construction.	City of Alameda Community Development Department and registered geotechnical engineer.	Ensure that geotechnical report evaluates susceptibility of the site to settlement and that recommendations and mitigation measures are included. Registered geotechnical engineer will review and approve engineering recommendations. City will ensure that construction activities and design criteria comply with applicable codes and requirements.	During the design and construction phases.	
Mitigation Measure 4.H-5: (Expansive Soils Assessment) Prior to issuance of a building permit, subsurface earthwork (e.g., placement of engineered fill), shall be conducted in accordance with recommendations contained in the required geotechnical investigation (Mitigation Measure 4.H-1). The geotechnical report must include an assessment of all potentially expansive soils that could adversely affect proposed improvements. Geotechnical strategies must be designed for the site-specific conditions of the project and must be reviewed for compliance with the requirements of the most recent California Building Code as well as any additional City of Alameda requirements.		Project applicant will ensure that geotechnical report includes assessment of expansive soils and strategies consistent with most recent California Building Code as well as any additional City of Alameda requirements.	City of Alameda Community Development Department	City will review and approve mitigation strategies outlined in geotechnical report.	Prior to issuance of building permit(s)	

Mitigation Measures	Implementation Procedures	Monitoring Responsibility	Monitoring and Reporting Action	Mitigation Schedule	Notes
I. Hydrology and Water Quality					
Mitigation Measure 4.1-1: (Water Quality Measures) The City shall ensure that project applicants for projects at Alameda Point implement the following measures as part associated with the extracted water during project construction: - The RWQCB could require compliance with certain provisions in the permit such as treatment of the flows prior to discharge. The project applicant shall discharge the extracted water to the sanitary sewer or storm drain system with authorization of and required permits from the applicable regulatory agencies, in this case the City of Alameda. - The project applicant shall comply with applicable permit conditions associated with the treatment of groundwater prior to discharge. - If necessary a dewatering collection and disposal method shall be prepared and implemented for the project.	Project applicant will incorporate water quality measures in the construction specifications. Project applicant will obtain and comply with necessary permits from RWQCB and City of Alameda for any activities requiring discharge of extracted water to the sanitary sewer or storm drain system.	City of Alameda Community Development Department, RWQCB	RWQCB and City will review permit application for activities involving discharge or extracted water necessary during construction activities. Upon approval, City will monitor to ensure compliance with permit conditions.	Prior to construction	
Mitigation Measure 4.1-2: (Integrated Pest Management) The City shall ensure that future project applicants implement Integrated Pest Management measures to reduce fertilizer and pesticide contamination of receiving waters, as follows: - Prepare and implement an Integrated Pest Management Plan (IPM) for all common landscaped areas. The IPM shall be prepared by a qualified professional and shall recommend methods of pest prevention and turf grass management that use pesticides as a last resort in pest control. Types and rates of fertilizer and pesticide application shall be specified. - The IPM shall specify methods of avoiding runoff of pesticides and nitrates into receiving storm drains and surface waters or leaching into the shallow groundwater table. Pesticides shall be used only in response to a persistent pest problem that cannot be resolved by non-pesticide measures. Preventative chemical use shall not be employed. - The IPM shall fully integrate considerations for cultural and biological resources into the IPM with an emphasis toward reducing pesticide application.	The Project applicant will incorporate Integrated Pest Management measures into construction specifications. The Project applicant will implement Integrated Pest Management measures including an integrated pest management plan.	City of Alameda Community Development Department	City will ensure that the Integrated Pest Management measures are included in the construction specifications. City will monitor and ensure that Project applicant implements pest management measures.	Prior to construction and after construction.	
Mitigation Measure 4.1-3: (Sea-Level Protection) The City shall implement the following steps prior to project implementation: - Apply for membership in the National Flood Insurance Program (NFIP) Community Rating System (CRS), and as appropriate through revisions to the City Code, obtain reductions in flood insurance rates offered by the NFIP to community residents. - Cooperate with FEMA in its efforts to comply with recent congressional mandates to incorporate predictions of sea level rise into its Flood Insurance Studies and FIRMs. - Implement climate adaptation strategies such as avoidance/planned retreat, enhance levees, setback levees to accommodate habitat transition zones, buffer zones and beaches, expanded tidal prisms for enhanced natural scouring of channel sediments, raising and flood-proofing structures, or provisions for additional floodwater pumping stations, and inland detention basins to reduce peak discharges.	City will incorporate measures into construction plans and specifications. City will implement measures as stated in Measure 4.1-3.	City of Alameda Community Development Department	City shall ensure that structural design and adaptive measures are incorporated in construction plans and specifications. City will monitor to ensure implementation of measures.	Prior to construction.	*Although implementation of this mitigation measure is the responsibility of the City of Alameda, it should be implemented prior to construction of the first new development project at Alameda Point.
J. Hazards and Hazardous Materials					
Mitigation Measure 4.1-1a: (Hazardous Building Material Assessment) Prior to issuance of any demolition permit, the project applicant shall submit to the City a hazardous building material assessment prepared by qualified licensed contractors for each structure intended for demolition indicating whether LBP or lead-based coatings, ACMs, and/or PCB-containing equipment are present.	Project applicant will obtain a qualified licensed contractor to prepare and submit a hazardous building material assessment. Qualified contractor will prepare and submit hazardous building material assessment for the Project applicant and City's review.	City of Alameda Community Development Department	City will review the hazardous building material assessment.	Prior to issuance of demolition permit(s).	*This mitigation measure applies only to projects entailing demolition of existing buildings or other structures.
Mitigation Measure 4.1-1b: (Health and Safety Plan) If the assessment required by Mitigation Measure 4.1-1a indicates the presence of LBP, ACMs, and/or PCBs, the project applicant shall create and implement a health and safety plan to protect demolition and construction workers and the public from risks associated with such hazardous materials during demolition or renovation of affected structures.	Project applicant will prepare and implement a health and safety plan if Measure 4.1-1 indicates the presence of LBP, ACMs, and/or PCBs.	City of Alameda Community Development Department	City will review health and safety plan. City will monitor to ensure that the health and safety plan is implemented.	Prior to and during construction.	*This mitigation measure applies only to projects entailing demolition of existing buildings or other structures.

Mitigation Measures	Implementation Procedures	Monitoring Responsibility	Monitoring and Reporting Action	Mitigation Schedule	Notes
Mitigation Measure 4.J-1c: (LBP Removal Plan) If the assessment required by Mitigation Measure 4.J-1a finds presence of LBP, the project applicant shall develop and implement a LBP removal plan. The plan shall specify, but not be limited to, the following elements for implementation: - Develop a removal specification approved by a Certified Lead Project Designer. - Ensure that all removal workers are properly trained. - Contain all work areas to prohibit offsite migration of paint chip debris. - Remove all peeling and stratified LBP on building and non-building surfaces to the degree necessary to safely and properly complete demolition activities according to recommendations of the survey. The demolition contractor shall be responsible for the proper containment and disposal of intact LBP on all equipment to be cut and/or removed during the demolition. - Provide onsite personnel and area air monitoring during all removal activities to ensure that workers and the environment are adequately protected by the control measures used. - Clean up and/or vacuum paint chips with a high efficiency particulate air (HEPA) filter. - Collect, segregate, and profile waste for disposal determination. - Properly dispose of all waste.	Project applicant will prepare and implement a LBP removal plan if LBP is found present.	City of Alameda Community Development Department	City will review LBP removal plan. City will monitor to ensure that LBP removal plan is implemented.	Prior to construction and during construction.	*This mitigation measure applies only to projects entailing demolition of existing buildings or other structures.
Mitigation Measure 4.J-1d: (Asbestos Abatement Plan) If the assessment required by Mitigation Measure 4.J-1a finds asbestos, the project applicant shall prepare an asbestos abatement plan and shall ensure that asbestos abatement is conducted by a licensed contractor prior to building demolition. Asbestos abatement on ACMs shall be completed prior to demolition or construction activities that would disturb hazardous materials. Pursuant to an asbestos abatement plan developed by a state-certified asbestos consultant and approved by the City, all ACMs shall be removed and appropriately disposed of by a state certified asbestos contractor.	If asbestos is found upon implementation of Mitigation Measure 4.J-1a, Project applicant will prepare an asbestos abatement plan. Project applicant will obtain a state-certified asbestos consultant to prepare the asbestos plan. State-certified asbestos consultant will ensure that all ACMs are removed and appropriately disposed of.	City of Alameda Community Development Department	City will review and shall approve the asbestos abatement plan. Ensure that abatement of known or suspected ACMs are removed by a state certified asbestos contractor.	Prior to building demolition activities, and during demolition work.	*This mitigation measure applies only to projects entailing demolition of existing buildings or other structures.
Mitigation Measure 4.J-1e: (PCB Abatement) If the assessment required by Mitigation Measure 4.J-1a finds PCBs, the project applicant shall ensure that PCB abatement is conducted prior to building demolition or renovation. PCBs shall be removed by a qualified contractor and transported in accordance with Caltrans requirements.	If PCBs are found upon implementation of Mitigation Measure 4.J-1a, Project applicant will obtain a qualified contractor to implement PCB abatement. Qualified contractor will remove PCBs and will transport in accordance with Caltrans requirements.	City of Alameda Community Development Department	City will ensure that PCB abatement measure is incorporated in construction plans and specifications. City will monitor and ensure that PCB abatement measures are implemented.	Prior to and during building demolition or renovation work.	*This mitigation measure applies only to projects entailing demolition of existing buildings or other structures.
Mitigation Measure 4.J-2: (Site Management Plan) Prior to issuance of a building or grading permit for any ground breaking activities within the project site, the City shall prepare a Site Management Plan (SMP) that is approved by US EPA, DTSC, and the Water Board for incorporation into construction specifications. Any additional or remaining remediation on identified parcels from the City's tracking system shall be funded as directed by the responsible agency, US EPA, DTSC, or Water Board, in accordance with the deed restrictions and covenants. The City shall ensure that the Remedial Use of Property (CRUP) prior to commencement of construction activities. When necessary, additional remediation shall be accomplished by the project applicant prior to issuance of any building or grading permits in accordance with all requirements set by the overseeing agency (i.e. U.S. EPA, DTSC, or Water Board). The SMP shall be present on site at all times and readily available to site workers. The SMP shall specify protocols and requirements for excavation, stockpiling, and transport of soil and for disturbance of groundwater as well as a contingency plan to respond to the discovery of previously unknown areas of contamination (e.g., discolored soils, strong petroleum odors, an underground storage tank unearthed during normal construction activities, etc.). At a minimum the SMP shall include the following components:	City and Project applicant shall prepare a Site Management Plan (SMP) for U.S. EPA, DTSC, or State Water Resources Control Board's (Water Board) approval. City and Project applicant shall implement additional or remaining remediation efforts from the City's tracking system and as directed by the U.S. EPA, DTSC, or Water Board. City will implement measures contained in the approved SMP.	City of Alameda Community Development Department and U.S. EPA, DTSC, or Water Board.	The City, U.S. EPA, DTSC, or Water Board will review SMP and ensure SMP is incorporated into construction specifications. City and the overseeing agency will ensure that Project applicant implements additional remediation requirements based on those established by overseeing agency as well as any Covenants to Restrict Use of Property (CRUP). The City and the overseeing agency will ensure that the SMP is present on site at all	Prior to issuance of a building or grading permit	

Mitigation Measures	Implementation Procedures	Monitoring Responsibility	Monitoring and Reporting Action	Mitigation Schedule	Notes
1. <i>Soil management requirements.</i> Protocols for stockpiling, sampling, and transporting soil generated from onsite activities. The soil management requirements must include: • Soil stockpiling requirements such as placement of cover, application of moisture, erection of containment structures, and implementation of security measures. Additional measures related to BAAQMD dust control requirements as they apply to contamination shall also be included, as needed (see also Air Quality section). • Protocols for assessing suitability of soil for onsite reuse through representative laboratory analysis of soils as approved by U.S. EPA, DTSC, or Water Board, taking into account the site-specific health-based remediation goals, other applicable health-based standards, and the proposed location, circumstances, and conditions for the intended soil reuse. • Requirements for offsite transportation and disposal of soil not determined to be suitable for onsite reuse. Any soil identified for offsite disposal must be packaged, handled, and transported in compliance with all applicable state, federal, and the disposal facility's requirements for waste handling, transportation and disposal. • Protocols for adherence to the City of Alameda's Marsh Crust Ordinance. • Measures to be taken for areas of IR Site 13 where refinery wastes and asphaltic residues known as tarry refinery waste might be encountered. Measures shall include requirements for the storage, handling and disposal/recycling of any suspected tarry refinery waste that may be encountered. • Radiological screening protocols for the radiological sites identified by the Navy as approved by the U.S. EPA, where necessary. 2. <i>Groundwater management requirements.</i> Protocols for conducting dewatering activities and sampling and analysis requirements for groundwater extracted during dewatering activities. The sampling and analysis requirements shall specify which groundwater contaminants must be analyzed or how they will be determined. The results of the groundwater sampling and analysis shall be used to determine which of the following reuse or disposal options is appropriate for such groundwater: • Onsite reuse (e.g., as dust control); • Discharge under the general permit for stormwater discharge for construction sites; • Treatment (as necessary) before discharge to the sanitary sewer system under applicable East Bay MUD waste discharge criteria; • Treatment (as necessary) before discharge under a site-specific NPDES permit; • Offsite transport to an approved offsite facility. For each of the options listed, the SMP shall specify the particular criteria or protocol that would be considered appropriate for reuse or disposal options. The thresholds used must, at a minimum, be consistent with the applicable requirements of the Water Board and East Bay MUD. 3. <i>Unknown contaminant/hazard contingency plan.</i> Procedures for implementing a contingency plan, including appropriate notification, site worker protections, and site control procedures, in the event unanticipated potential subsurface hazards or hazardous material releases are discovered during construction. Control procedures shall include: • Protocols for identifying potential contamination through visual or olfactory observation; • Protocols on what to do in the event an underground storage tank is encountered; • Emergency contact procedures; • Procedures for notifying regulatory agencies and other appropriate parties; • Site control and security procedures; • Sampling and analysis protocols; and • Interim removal work plan preparation and implementation procedures. 4. <i>Interim removal work plan preparation and implementation procedures.</i>	City will include closed and open installed Restoration (IR) CERCLA sites that have land-use controls within its Land-use Restrictions Tracking Program. City will ensure that the SMP (as approved by U.S. EPA, DTSC, and Water Board) be incorporated into intrusive site operations as required through deed restriction, enforceable Land Use Covenant, or any other applicable legal requirement.	City of Alameda Community Development Department	City shall ensure that its Land-use Restrictions Tracking Program includes open and closed IR CERCLA sites.	Prior to transfer of title for any parcel.	*This mitigation measure will only apply to sites that have land use controls due to existing or past site contamination. The City will identify restricted sites to project applicants.

Mitigation Measures	Implementation Procedures	Monitoring Responsibility	Monitoring and Reporting Action	Mitigation Schedule	Notes
K. Aesthetics Mitigation Measure 4.K-4: (Lighting Mitigation) All lighting installations shall be designed and installed to be fully shielded (full cutoff) and to minimize glare and obtrusive light by limiting outdoor lighting that is misdirected, excessive, or unnecessary, unless expressly exempted below. The location and design of all exterior lighting shall be shown on any site plan submitted to the City of Alameda for approval. The following lighting is exempt from these requirements: 1. Lighting in swimming pools and other water features. 2. Exit signs and other illumination required by building codes. 3. Lighting for stairs and ramps, as required by the building code. 4. Signs that are regulated by the City sign code. 5. Holiday and temporary lighting (less than thirty days use in any one year). Low-voltage landscape lighting, but such lighting should be shielded in such a way as to eliminate glare and light trespass.	Project applicant and its contractor(s) shall prepare landscape plans that adhere to all specifications in Mitigation Measure 4.K-4.	City of Alameda Community Development Department	Verify that the design features and recommendations listed in the mitigation measure are incorporated into the design review application for the project.	Prior to approval of building permit(s)	
M. Utilities and Services Systems Mitigation Measure 4.M-5: (Solid Waste Management Plan) The City shall develop a solid waste management plan for the Alameda Point project consistent with Alameda's demolition and debris ordinance. Plans for managing construction debris from specific reuse and development projects that require separation of waste types and recycling, and provide for reuse of materials onsite for the reuse and development areas, shall be developed by the project sponsor. The solid waste management plan shall be prepared in coordination with City staff, the project sponsor(s), and demolition subcontractors, and shall be approved by City staff prior to issuance of a demolition permit. The City and sponsors of projects shall work with organizations able to provide funding and technical assistance for managing and financing deconstruction, demolition, and recycling and reuse programs, should those programs exist at the time of site clearance.	Project applicant(s) shall develop a solid waste management plan through coordination with City staff and demolition subcontractors. City and Project applicant(s) shall work with organizations that would provide funding and technical assistance for managing and financing deconstruction, demolition and recycling and reuse programs.	City of Alameda Community Development Department	City of Alameda Community Development Department shall review plan.	Plan shall be developed prior to issuance of demolition permit.	* Although implementation of this mitigation measure is the responsibility of the City of Alameda, it should be implemented prior to issuance of a demolition permit to the first new development project at Alameda Point that requires demolition of existing buildings or other structures, including pavements. All projects will be required to comply with the solid waste management plan prepared by the City.

**ATTACHMENT B:
QUALITATIVE AIR QUALITY AND GREENHOUSE GAS EMISSIONS**

**COMPARISON OF SITE A DEVELOPMENT
AND THE ALAMEDA POINT PROJECT
ANALYZED IN THE ALAMEDA POINT PROJECT
ENVIRONMENTAL IMPACT REPORT**

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Technical Memorandum

To	Jennifer Ott, Chief Operating Officer – Alameda Point	Page	1
Subject	Qualitative Air Quality and Greenhouse Gas Emissions Comparison of Site A Development and the Alameda Point Project Analyzed in the Alameda Point Project Environmental Impact Report		
From	Hannah Young, Project Manager David Joe, Air Quality Engineer		
Date	April 14, 2015		

This memorandum provides a qualitative review of the proposed Site A development in comparison with the Alameda Point project (APP), which was analyzed in the APP Environmental Impact Report (EIR).

The APP EIR evaluated the potential environmental impacts associated with the redevelopment and reuse of the 878 acres of land and approximately 1,229 acres of water at the former Naval Air Station Alameda, at the western end of the City of Alameda.^{1,2} Among other project components, the APP EIR evaluated the rehabilitation, reuse, and new construction of approximately 5.5 million square feet of commercial and workplace facilities for approximately 8,900 jobs, as well as the rehabilitation and new construction of 1,425 residential units for a wide variety of household types for approximately 3,240 residents. The analysis in the APP EIR included the development of the 68-acre Site A.

This memorandum reviews the air quality and greenhouse gas (GHG) impacts identified in the APP EIR, and compares the development assumptions from the APP EIR with those for the proposed Site A. Based on this review and comparison, development of Site A would not substantially increase the severity of identified significant air quality or GHG impacts, nor would it be anticipated to result in new significant air quality or GHG impacts that were not identified in the EIR. This discussion is based on the assumption that, upon full buildout of the APP, the total APP—including the number of residential units and the commercial/industrial square footages—would not be greater than the project analyzed in the APP EIR.

Each of the impacts described in APP EIR Chapter 4.F, Air Quality and Greenhouse Gases is listed below, along with their significance determinations, and the development assumptions from the APP EIR and for Site A are compared, as applicable. In general, the proposed Site A development would not substantially increase the severity of identified significant air quality or GHG impacts, for the following reasons:

¹ ESA, 2013. Draft Alameda Point Project EIR and Response to Comments on the Draft Environmental Impact Report, SCH No. 2013012043. Draft September 2013 and Final December 2013.

² Skidmore, Owings & Merrill, LLP, et al., 2014. Alameda Point Town Center and Waterfront Precise Plan. Final Report, July.

- The proposed Site A development would not result in a greater amount of development (in terms of building square footage) or a greater rate of construction when compared to the APP full project buildout scenario analyzed in the APP EIR. In addition, the amount of development anticipated under each of the three phases of the proposed project, and the rate of construction of each of these phases, would not be greater than the analysis in the APP EIR (see discussion under Impacts 4.F-1, 4.F-2, 4.F-3, 4.F-4, 4.F-5, 4.F-7, 4.F-8, 4.F-10, and 4.F-11, below).
- The proposed Site A development would not result in greater toxic air contaminant (TAC) sources and odor sources, and would not locate these sources closer to existing sensitive receptors when compared to the APP full project buildout scenario analyzed in the APP EIR (see discussion under Impacts 4.F-3, 4.F-4, 4.F-5, 4.F-6, and 4.F-9, below).
- The proposed Site A development would not locate new sensitive receptors that are substantially closer to TAC emission sources or odor sources compared to the APP full project buildout scenario analyzed in the APP EIR (see discussion under Impacts 4.F-4 and 4.F-9, below).

Impact 4.F-1: Development facilitated by proposed project could potentially result in air quality impacts due to construction activities. (Significant and Unavoidable)

The proposed Site A development would not result in more intense construction activities than those analyzed in the APP EIR. The EIR estimated construction emissions assuming a development scenario of 150 dwelling units and 205,000 square feet of industrial and commercial uses per year (total of 355,000 square feet of buildings per year).^{3,4} The analysis also assumed that approximately 80,000 cubic yards of soil would be imported per year, and 225,000 square feet of existing buildings would be demolished per year. Buildout of the proposed Site A project would result in up to 800 residential units and up to 600,000 square feet of retail, commercial, and hotel uses, consisting of 200,000 square feet of new buildings, and up to 400,000 square feet of existing buildings to be repurposed. The total number of residential units and commercial/retail/hotel square footages are an estimated maximum; the square footage of actual constructed uses may be slightly less. Based on the maximum 20-year development duration, the proposed Site A project would be expected to have an average development rate of 40 dwelling units and 38,200 square feet of industrial and commercial uses per year (total of 70,000 square feet of buildings per year);⁵ and would involve approximately 5,000 cubic yards of soil import per year and demolition of 13,971 square feet of existing buildings per year. Evaluated as a whole, the build-out development scenario for Site A is less intense than the project analyzed in the EIR.

³ ESA, 2013. Alameda Point Project Environmental Impact Report. SCH No. 2013012043. Certified February 4, 2014.

⁴ ESA, 2013. Draft Alameda Point Project EIR, SCH No. 2013012043 – Appendix I: Air Quality and Greenhouse Gases. Draft September 2013 and Final December 2013.

⁵ This estimate is based on the assumption used in the Alameda Point Project EIR analysis of 1,000 square feet per dwelling unit.

However, the proposed project would likely be developed and constructed in three distinct phases, with varying numbers of residential units and amounts of commercial/retail square footage in each phase. Phase 1 would result in the most intensive construction and the greatest number of units; and Phases 2 and 3 would result in less development, as explained below. Under Phase 1, anticipated from 2016 through 2019 (3-year duration), Phase 1 buildout would result in 669 residential units and 96,000 square feet of retail. This construction scenario would result in 223 dwelling units and approximately 32,000 square feet of industrial and commercial uses per year (total of 255,000 square feet of buildings per year), and would involve importing approximately 33,300 cubic yards of soil per year⁶ and demolition of approximately 38,467 square feet of existing buildings per year.

Under Phase 2, anticipated to occur from 2021 through 2023 (3-year duration), total buildout would result in 133 residential units, 100,000 square feet of hotel uses (up to 150 rooms), 59,000 square feet of retail, and a parking structure with up to 560 spaces. This construction scenario would result in 44 dwelling units and approximately 127,677 square feet of industrial and commercial uses per year (total of 172,000 square feet of buildings per year), and would involve demolition of approximately 35,676 square feet of existing buildings per year.

Under Phase 3, anticipated to occur from 2026 through 2029 (3-year duration), total buildout would result in 309,650 square feet of commercial uses and a parking structure with up to 670 spaces. This scenario would result in construction of approximately 192,550 square feet of industrial and commercial uses per year (total of 192,550 square feet of buildings per year), and would involve demolition of approximately 19,000 square feet of existing buildings per year.

Hence, pursuant to the proposed Site A development phasing plan, the rate of development of Site A in each phase is less intense than the scenario analyzed in the APP EIR.

Based on these assumptions, the EIR adequately accounted for construction emissions impacts from the proposed Site A project. As described in the EIR, construction activities would result in a significant impact that would be partially mitigated by the mitigation measures identified in the EIR: Mitigation Measure 4.F-1a (Fugitive Dust), Mitigation Measure 4.F-1b (Construction Exhaust), Mitigation Measure 4.F-1c (Demolition Controls), Mitigation Measure 4.F-1d (Toxic Air Contaminants and PM_{2.5}), and Mitigation Measure 4.F-1e (Delayed Occupancy). After implementation of all feasible mitigation measures, some residual impacts would remain, and the impact will remain significant and unavoidable. The Site A development would not substantially increase the severity of this impact or create new impacts.

Impact 4.F-2: Development facilitated by the proposed project could potentially generate operational emissions that would result in a considerable net increase of criteria pollutants and precursors for which the air basin is in nonattainment under an applicable federal or state ambient air quality standard. (Significant and Unavoidable)

The proposed Site A development would not result in more residential, industrial, and commercial development than the project analyzed in the APP EIR. The EIR analyzed operational emissions from full APP buildout in 2035. Operational emissions such as energy, area, and mobile sources are based on measures of operational activity, which are approximately proportional to the number of dwelling units, building square footage, population, and employment. The APP EIR estimated that

⁶ The anticipated import of soil for development of Site A is conservatively assumed to occur entirely during Phase 1.

buildout of the APP would result in approximately 5.5 million square feet of developed space consisting of: 3,060,500 square feet of manufacturing/warehouse uses; 1,627,500 square feet of office/business park/institutional uses; 812,000 square feet of retail/commercial uses; 1,425 residential units; 291 acres of parks and open space; and 530 marina slips. The APP would include a total household population of approximately 3,240 persons and about 8,909 jobs; and would generate approximately 33,429 daily vehicle trips, of which approximately 2,928 would be weekday morning (a.m.) peak-hour trips and 3,294 would be weekday evening (p.m.) peak-hour trips.⁷

The proposed Site A development would result in 800 residential dwelling units, 200,000 square feet of new retail, and up to 400,000 square feet of existing buildings to be repurposed for retail/commercial uses. Buildout of Site A would result in a total household population of 1,816 and approximately 971 jobs. The proposed Site A development at buildout would not exceed the amount of development at buildout of the APP analyzed in the EIR, nor would it result in more trips than anticipated in the EIR. Therefore, the proposed Site A project would not result in more intense operational emissions than the scenario analyzed in the EIR. Based on these assumptions, the EIR adequately accounted for operational emissions impacts from the proposed Site A project.

Operational activities would result in significant impacts that would be partially mitigated by Mitigation Measure 4.F-2 (Greenhouse Gas Reduction Measures). However, after implementation of all feasible mitigation measures, some residual impacts would remain and the impact will remain significant and unavoidable. The Site A development would not substantially increase the severity of this impact or create new impacts.

Impact 4.F-3: Operation of the development facilitated by the proposed project could potentially expose sensitive receptors to substantial concentrations of toxic air contaminants or respirable particulate matter (PM_{2.5}). (Less than Significant)

The proposed Site A development would not result in substantially greater or different sources of TACs or emissions of particulate matter less than or equal to 2.5 microns in diameter (PM_{2.5}) than the project analyzed in the APP EIR. The EIR analyzed localized health impacts from diesel particulate matter (DPM) and PM_{2.5} from full project buildout in 2035. The DPM and PM_{2.5} project sources considered included increased motor vehicle traffic on surface streets from project operations. These mobile source emissions are based on measures of operational activity, which are approximately proportional to number of dwelling units, building square footage, population, and employment. As discussed in Impact 4.F-2, the proposed Site A development at full buildout would not exceed the amount of development analyzed in the APP EIR full buildout scenario. Therefore, the proposed Site A project would not result in higher potential exposure of sensitive receptors to DPM and PM_{2.5} than the scenario analyzed in the EIR. Impacts would be less than significant. The Site A development would not substantially increase the severity of this impact or create new impacts.

Impact 4.F-4: Development facilitated by the proposed project could potentially expose persons (new receptors) to substantial levels of TACs, which may lead to adverse health. (Less than Significant with Mitigation)

The proposed Site A development would not result in substantially different new receptors, and would not result in substantially greater or different sources of TACs compared to the project analyzed in the

⁷ ESA, 2013. Alameda Point Project Environmental Impact Report. SCH No. 2013012043. Certified February 4, 2014. Table 4.C-3, page 4.C-23.

APP EIR. The EIR analyzed health impacts on new receptors (from APP project buildout) from local sources, including project construction. Consistent with the EIR, the proposed Site A project would locate new receptors in the project area. As discussed in Impact 4.F-1, construction of the proposed Site A development would not be more intense than that analyzed in the APP EIR, and TAC emissions would also not be more intense than those analyzed in the APP EIR. Therefore, the proposed Site A project would not result in higher potential exposure of new sensitive receptors to TACs compared to the scenario analyzed in the EIR. Based on these assumptions, the EIR adequately accounted for potential exposure of new sensitive receptors at Site A to TACs. As identified in the EIR, impacts would be significant, but incorporation of Mitigation Measure 4.F-4 (Implement Mitigation Measures 4.F-1a, 4.F-1b, and 4.F-1e) would reduce impacts to less-than-significant levels. The Site A development would not substantially increase the severity of this impact or create new impacts.

Impact 4.F-5: Development facilitated by the proposed project could potentially expose sensitive receptors to substantial carbon monoxide concentrations. (Less than Significant)

The proposed Site A development would not result in more residential, industrial, and commercial development than the project analyzed in the APP EIR. The EIR stated that the project would not exceed the Bay Area Air Quality Management District (BAAQMD) carbon monoxide hotspot screening criteria for traffic volumes, and would be consistent with the Alameda County Congestion Management Agency standards. As discussed in Impact 4.F-2, the proposed Site A project would result in less operational activity and generate less traffic volume than the APP EIR scenario, and would comply with applicable congestion management standards. Therefore, the proposed Site A project would not result in higher potential exposure of sensitive receptors to carbon monoxide hotspots compared to the scenario analyzed in the EIR. The EIR adequately accounted for potential exposure of sensitive receptors to substantial carbon monoxide concentrations. As identified in the EIR, the impacts would be less than significant. The Site A development would not substantially increase the severity of this impact or create new impacts.

Impact 4.F-6: Development facilitated by the proposed project could potentially create objectionable odors affecting a substantial number of people. (Less than Significant)

The proposed Site A development would not result in greater or substantially different residential, industrial, and commercial development (including potential odor sources) than the project analyzed in the APP EIR. Regarding odor sources, the proposed Site A project would not differ substantially from the EIR project analyzed. The EIR adequately accounted for the potential of the proposed Site A project to create objectionable odors affecting a substantial number of people. As identified in the EIR, the impacts would be less than significant. The Site A development would not substantially increase the severity of this impact or create new impacts.

Impact 4.F-7: Development facilitated by the proposed project could potentially conflict with or obstruct implementation of the applicable air quality plan. (Significant)

The proposed Site A development would not result in more residential, industrial, and commercial development than the project analyzed in the APP EIR. As discussed in Impact 4.F-2, the proposed Site A development at full buildout would not exceed the amount of development analyzed in the APP EIR full buildout scenario. The proposed Site A project would be similar to the project analyzed in the EIR with regard to support of the primary goals of the 2010 Clean Air Plan, consistency with Clean Air Plan control measures, and potential disruption of applicable control measures. The EIR adequately

accounted for the proposed Site A project's potential to conflict with or obstruct implementation of the applicable air quality plan. As identified in the EIR, impacts would be significant, but implementation of Mitigation Measure 4.F-7a (Implement Mitigation Measure 4.F-2), Mitigation Measure 4.F-7b (Fuel-Efficient Vehicles) would reduce impacts to less-than-significant levels. The Site A development would not substantially increase the severity of this impact or create new impacts.

Cumulative Impacts

Impact 4.F-8: Development facilitated by the proposed, when combined with past, present, and other reasonably foreseeable development in the vicinity, could potentially result in cumulative criteria air pollutant air quality impacts. (Significant and Unavoidable)

The proposed Site A development would not result in more residential, industrial, and commercial development than the project analyzed in the APP EIR. As discussed in Impact 4.F-2, the proposed Site A development at full buildout would not exceed the amount of development analyzed in the APP EIR full buildout scenario. The EIR adequately accounted for cumulative criteria air pollutant impacts for the proposed Site A project. Significant impacts would be partially mitigated by Mitigation Measure 4.F-8 (Implement Mitigation Measures 4.F-2 and 4.F-7b). However, as described in the EIR, after implementation of all feasible mitigation measures, some residual impacts would remain and the impact will remain significant and unavoidable. The Site A development would not substantially increase the severity of this impact or create new impacts.

Impact 4.F-9: Development facilitated by the proposed project could cumulatively expose persons to substantial levels of TACs, which may lead to adverse health effects. (Less than Significant)

The proposed Site A development would not result in substantially different new receptors, and would not result in substantially greater or different sources of TACs compared to the project analyzed in the APP EIR. As discussed in Impact 4.F-4, the proposed Site A development would locate new receptors within the APP project area analyzed in the APP EIR, and would not result in substantially more intense construction activities that could generate TAC emissions. The EIR adequately accounted for the potential cumulative exposure of new sensitive receptors at Site A to TACs. Cumulative impacts would be less than significant. The Site A development would not substantially increase the severity of this impact or create new impacts.

Impact 4.F-10: Development facilitated by the proposed project could potentially generate greenhouse gas emissions, either directly or indirectly, that may have a significant impact on the environment. (Less than Significant)

The proposed Site A development would not result in more residential, industrial, and commercial development than the project analyzed in the APP EIR. The APP EIR considered the following activities in analyzing the project's potential to contribute to the generation of GHG emissions: construction activities; solid waste disposal; gas, electricity, and water use; motor vehicle use; and stationary sources. As discussed in Impact 4.F-1 and Impact 4.F-2, the construction activities for the proposed Site A development and operations at full buildout would not exceed the amount of development analyzed in the APP EIR construction and full buildout operations scenario. The land use types would be similar to those analyzed and described in the EIR, and the project would not result in a substantial difference of the GHG efficiency for the APP EIR. Based on the assumptions listed below, the EIR adequately accounted for the GHG emissions of the proposed Site A project.

As described in the EIR, impacts would be less than significant. The Site A development would not substantially increase the severity of this impact or create new impacts.

Impact 4.F-11: Development facilitated by the proposed project could potentially conflict with an applicable plan, policy, or regulation of an agency adopted for the purpose of reducing the emissions of greenhouse gases. (Less than Significant)

The proposed Site A development would not result in more residential, industrial, and commercial development than the project analyzed in the APP EIR. As discussed in Impact 4.F-1 and Impact 4.F-2, the construction activities for the proposed Site A development and operations at full buildout would not exceed the amount of development analyzed in the APP EIR construction and full buildout operations scenario. The EIR adequately accounted for the proposed Site A project's potential to conflict with an applicable plan, policy, or regulation adopted for the purpose of reducing GHG emissions. The project analyzed in the EIR would be consistent with GHG reduction initiatives in the 2008 Local Action Plan for Climate Protection and, as discussed in Impact 4.F-10, would not exceed the BAAQMD GHG efficiency threshold. As described in the EIR, impacts would be less than significant. The Site A development would not substantially increase the severity of this impact or create new impacts.

Exhibit E

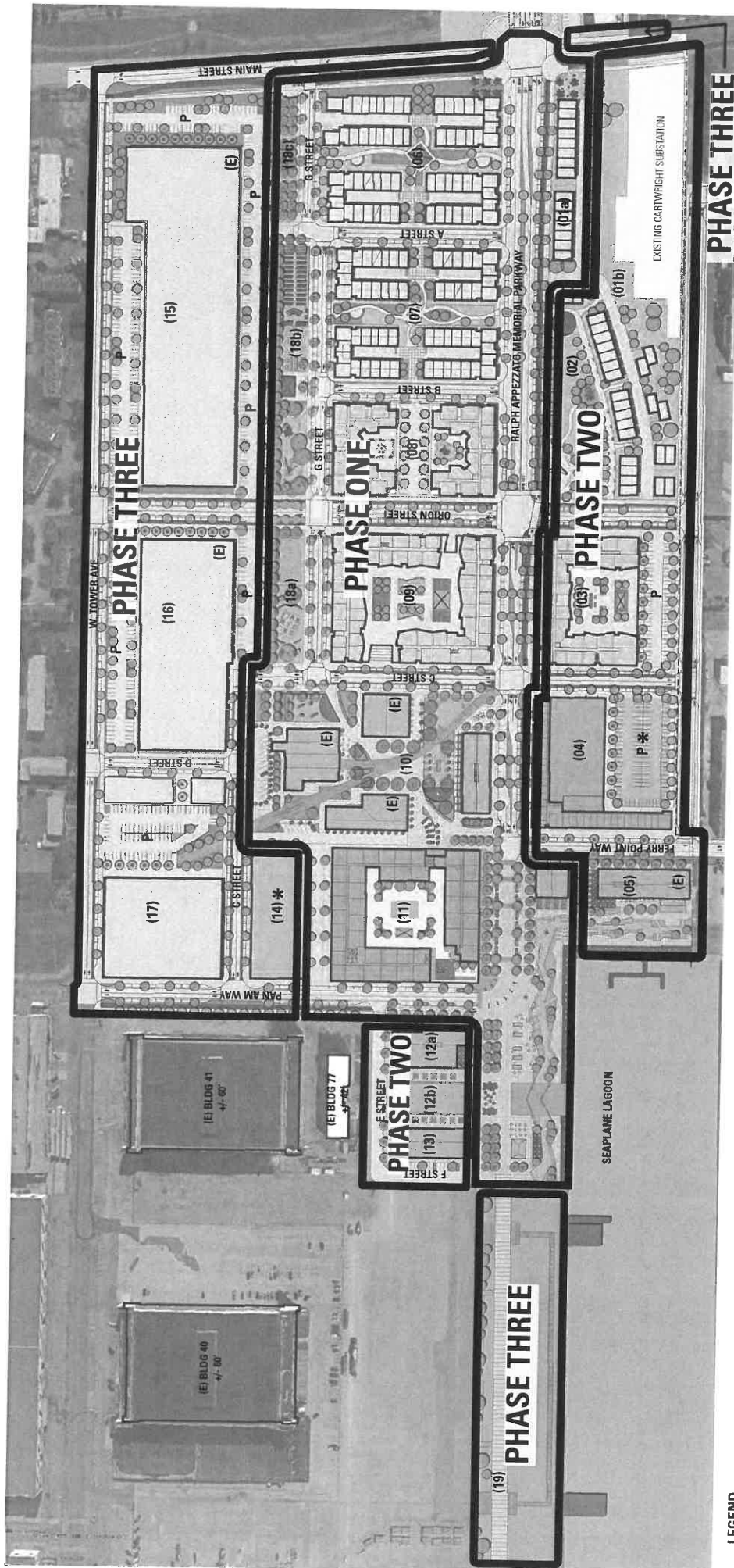
List of Impact Fees

The fees listed below are the impact fees in place in the City of Alameda as of the date of the Development Agreement.

<u>Impact Fee Name</u>	<u>Alameda Municipal Code</u>
Sewer Connection	AMC Section 18.3
Improvement Tax	AMC Section 3-62
Non-Residential Affordable Housing Fee	AMC Section 27-1
Alameda Point Development Impact Fee	AMC Section 27.4
Public Art	AMC Section 30.65

Exhibit F

Phasing Plan



LEGEND

- (E) EXISTING BUILDING
- (##) BLOCK NUMBER
- P SURFACE PARKING
- * POTENTIAL PARKING GARAGE

*THIS SITE PLAN & BUILDING CONFIGURATIONS ARE ILLUSTRATIVE ONLY. ALL IMPROVEMENTS SUBJECT TO DESIGN REVIEW APPROVAL

*EXISTING BUILDINGS AND/OR SITES MAY BE OCCUPIED WITH USES CONSISTENT WITH THIS PLAN DURING ANY PHASE

ALAMEDA POINT | ALAMEDA, CA

PHASING DIAGRAM

BAR architects
901 Battery Street, Suite 300 | San Francisco, CA 94111 | 415 293 5700 | www.bararch.com

BKF ignition architecture
www.bkfarch.com | www.ignitionarch.com

TRICON
TRICON GROUP

SP+ERNST
MadisonMarquette

KH
Kawtham

FIELD
PAOLI

A P
D W

14072

MAY 27, 2015

**Phasing Plan – Alameda Point Site A
Proposed Buildings and Uses**

Project Phase	Parcel Number	Acres	Proposed Use/Building Type	Building Square Footage, Units, or Acres/Parking Spaces
Phase 1	1a	±0.85	Residential/Townhomes	±15 units/ up to 30 spaces
	6	±2.83	Residential/Townhomes	±64 units/ up to 128 spaces
	7	±2.43	Residential/Townhomes	±60 units/up to 120 spaces
	8	±1.73	Residential/Podium Very-Low and Low Income Affordable Housing Project	±128 units/up to 192 spaces
	9	±2.42	Residential/Podium	±182 units/up to 273 spaces
	10	±4.08	Open Space	±3.05 acres
			Retail	±46,000 square feet/50 spaces
	11	±2.58	Mixed Use	Residential: ±220 units/up to 330 spaces Retail: ±50,000 square feet/24 spaces
	18	±1.35	Open Space	±1.92 acres
Phase 1 Subtotal		±16.92	Residential: 669 units/up to 1,073 parking spaces Retail: ±96,000 square feet/±74 parking spaces Open Space: ±4.97 acres	

**Phasing Plan – Alameda Point Site A
Proposed Buildings and Uses**

Project Phase	Parcel Number	Acres	Proposed Use/Building Type	Building Square Footage, Units, or Acres/Parking Spaces
Phase 2	1b	±4.24	Residential/Townhomes	±27 units/up to 54 spaces
	2	±1.15	Open Space	±1.15 acres
	3	±2.09	Residential/Podium/surface lot	±106 units/up to 159 spaces
	4	±2.15	Mixed Use/Parking	Hotel: ±100,000 square feet (±150 rooms)/±112 parking spaces Retail: ±6,000 square feet Parking Structure: up to 560 parking spaces
	5	±3.49	Open Space	±3.10 acres
	12(a)	±0.6	Retail	±20,000 square feet
	12(b)	±0.54	Open Space	±0.54 acre
	13	±0.4	Retail	±13,000 square feet
Phase 2 Subtotal		±14.26	Residential: ±133 units/up to 213 parking spaces Hotel: ±100,000 square feet (±150 rooms)/±112 parking spaces Retail: ±59,000 square feet Parking Structure: up to 560 parking spaces Open Space: ±4.79 acres	
Phase 3	14	±0.84	Parking	Up to 670 parking spaces
	15	±7.53	Commercial	±161,700/up to 243 spaces
	16	±3.7	Commercial	±90,950/up to 100 spaces
	17	±2.73	Commercial	±57,000/up to 110 spaces
	19	±3.59	Open Space	±3.59 acres
Phase 3 Subtotal		±18.39	Commercial: ±309,650 square feet/up to 453 spaces Parking Structure: up to 670 parking spaces Open Space: ±3.59 acres	
Total		±68	Residential: 800 units/up to 1,200 parking spaces Hotel: ±100,000 square feet (±150 rooms)/±112 parking spaces Retail: ±155,000 square feet/±74 spaces Commercial: ±309,650 square feet/up to 453 spaces Parking Structures and lots: up to 1,230 spaces Open Space: ±13.35 acres	