ORDINANCE NO. 30-20 N.S.

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF RICHMOND, CALIFORNIA, APPROVING THE DEVELOPMENT AGREEMENT BY AND BETWEEN THE CITY OF RICHMOND AND HRP CAMPUS BAY PROPERTY, LLC FOR THE CAMPUS BAY MIXED-USE PROJECT IN THE SUB-AREA 4 PORTION OF THE RICHMOND BAY SPECIFIC PLAN (PLN20-310)

WHEREAS, the City of Richmond (the "City"), a charter city, is authorized pursuant to its City Charter and self-rule powers and Richmond Municipal Code Sections 15.04.811.010, *et seq.* and Government Code Sections 65864 through 65869.5 to enter into binding development agreements with persons having legal or equitable interests in real property for the development of such property in order to establish certainty in the development process;

WHEREAS, HRP Campus Bay Property, LLC (the "Developer") proposes a mixed-use community consisting of residential, commercial, and open space uses in the Sub-Area 4 portion of the Richmond Bay Specific Plan (the "Campus Bay Project" or "Project") on an approximately 89.6-acre site, City of Richmond, Contra Costa County, California (the "Property");

WHEREAS, the City and Developer desire to enter into this Development Agreement relating to the Property in conformance with the applicable provisions of the Government Code in order to achieve the development of private land uses, together with the provision of public services, public uses, and urban infrastructure all in the promotion of the health, safety, and general welfare of the City;

WHEREAS, because of the complexity, magnitude and long-range nature of the Project, it would be difficult for Developer to undertake the Project, and a sufficient degree of certainty in the land use regulatory process is desirable to justify the substantial financial investment associated with development of the Project. The phasing, timing, and development of the public infrastructure including, but not limited to, parks, trails and bike lanes, fire station and community center improvements, transportation facilities, sewer and water facilities, other utilities, and open space maintenance necessitates a significant commitment of resources, planning, and effort by the Developer and the City in order for the public facilities construction and financing to be successfully completed. Accordingly, in return for the participation and commitment to provide such public facilities and other community benefits and the significant contribution of private resources for public purposes and benefits, the City in return desires to make a commitment for certainty in the development process;

WHEREAS, Developer has applied for, and City has granted, the Project approvals to protect the interests of its citizens in the quality of their community and environment. City Resolution, adopted by the City Council on December 1, 2020 (Resolution No. 134-20), and City Ordinance adopted by the City Council on December 15, 2020 (Ordinance No. 30-20 N.S.) describe the Project approvals that shall govern the development of the Property;

WHEREAS, as part of the Project approvals, City has undertaken, pursuant to the California Environmental Quality Act (Public Resources Code Section 21000 et seq., hereinafter "CEQA"), the required analysis of the environmental effects that would be caused by the Project and has prepared and adopted an Addendum to the Richmond Bay Specific Plan Environmental Impact Report (SCH#2014092082) ("EIR Addendum"). The EIR Addendum was prepared in compliance with the requirements of the CEQA, the State CEQA Guidelines, the City of Richmond Guidelines and Procedures for the Implementation of the California Environmental Quality Act; and based upon the evidence submitted and as demonstrated by the analysis included in the EIR Addendum, none of the conditions described in Sections 15162 and 15163 of the State CEQA Guidelines calling for the preparation of a subsequent or supplemental EIR or negative declaration have occurred. The City also has adopted a mitigation monitoring and reporting program (the "MMRP") to ensure that those mitigation measures incorporated as part of, or imposed on, the Project are enforced and completed. Those mitigation measures for which Developer is responsible are incorporated into, and required by, the Project approvals;

WHEREAS, California Government Code Section 65866 requires that, unless otherwise provided by the development agreement, the rules, regulations, and official policies governing permitted uses of the land, governing density, and governing design, improvement, and construction standards and specifications, applicable to development of the property subject to a development agreement, shall be those rules, regulations, and official policies in force at the time of the execution of the agreement;

WHEREAS, on November 19, 2020 the Planning Commission of the City, after giving notice pursuant to California Government Code Section 65090 *et seq.* and RMC Section 15.04.803.070, held a public hearing on the Development Agreement and voted 6-0 to adopt the Planning Commission Resolution No. 20-27 making certain findings and recommending approval of the Development Agreement to the City Council;

WHEREAS, the matter was set for the City Council public hearing on December 1, 2020 and the Council finds that the City has given the required notice of its intention to adopt this Development Agreement and has conducted public hearings thereon pursuant to Government Code Section 65867 and RMC Section 15.04.803.070;

WHEREAS, the testimony having been heard, evidence having been submitted, and the City Council having fully considered the matter and being fully advised concerning the same, the City Council has determined that the Project is a development for which this Development Agreement is appropriate; and

WHEREAS, as required by Government Code Section 65867.5, the Council determines that the provisions of this Development Agreement and its purposes are consistent with the goals, policies, standards, and land use designations specified in City's General Plan, as well as all other applicable policies and regulations of the City of Richmond.

NOW, THEREFORE, the City Council of the City of Richmond does hereby ordain as follows:

SECTION I. The Council has reviewed and considered the Development Agreement and determines the facts stated above to be true and correct and constitute findings of fact in support of approval of the Development Agreement..

SECTION II. The Council has reviewed the Development Agreement and finds the content of the Development Agreement to be complete pursuant to Government Code Sections 65865 through 65869.5 and Richmond Municipal Code Section 15.04.811.040(B).

SECTION III. The Council further finds that the following findings of fact support the approval of the Development Agreement, attached as **Exhibit A**, as required by RMC Section 15.04.811.060(A):

A. The City Council may not approve a proposed development agreement unless it finds that its provisions are consistent with the General Plan and any applicable specific plan. This requirement may be satisfied by a finding that the provisions of a proposed development agreement are consistent with the proposed General Plan, a General Plan amendment, or specific plan provisions to be adopted concurrently with the approval of the proposed development agreement.

Supporting Statement of Facts: ***Criterion Conditionally Satisfied.*** The Project is consistent with the General Plan vision, which identifies the Southern Gateway Area as a Change Area district that would provide a vibrant, mixed-use, transit oriented development. The General Plan contemplates residential uses for this area. Given the size of the Site, the redevelopment of the Site will take time, and the Development Agreement would enable build out of the Project over time.

The Project proposes: 1) Remediation of the Project site as separately approved by and in accordance with all requirements of the Department of Toxic Substances Control; 2) Development of not less than 2,000 and not more than 4,000 multifamily residential units, including both rental and for-sale units, including affordable dwellings consistent with the City inclusionary housing program; 3) Development of approximately 50,000 square feet of retail/business/service uses

(including a 20,000 square feet neighborhood grocery store); and 4) Development of approximately 30.7 acres of parks and open space, consisting of new parks, existing habitat areas, and construction of a trailhead with parking and restroom facilities for the San Francisco Bay Trail. Required Project approvals include: (1) Development Agreement: (2) a Vesting Tentative Map; and (3) Use Permit; (collectively referred to as the "Project Approvals"). The Project maintains the existing -S, Shoreline Overlay for the shoreline band on the Project Site.

The proposed Development Agreement, Vesting Tentative Map, and Use Permit would enable the successful redevelopment of the Campus Bay Project Site, while providing for the enhancement of 34.8% of the total property area as open space, and a mixed-use development that would provide a new economic base for the City, while providing much needed housing for the City and Bay Area region.

The General Plan contemplates residential uses for this area. The following list highlights a selection of the General Plan goals and policies that the Project supports or accomplishes:

- The Project would encourage the sensitive integration of built and natural environment to develop a high quality experience. (Goal LU 4).
- The Project would meet future housing needs within City limits through redevelopment of a brownfield site with mixed-use construction offering a range of housing types. (Goal LU6, Policy LU6.1).
- The Project would provide a high standard of design and planning, and construction of new facilities, infrastructure and services. By furthering the remediation of the Project Site and implementing several sustainability measures, the Project will promote a planning approach that supports a sustainable and healthy community, and reduces impacts on the environment. (Goal LU 6 & CN6).
- The Project achieves a higher standard for housing design, implements current green building standards, and pedestrian friendly design. (Policy LU 6.5 & Goal CF3).
- The Project will include a planting and landscaping plan that is consistent with the San Francisco Bay Conservation and Development Commissions' Landscape Guide for the San Francisco Bay. (Goal PR3).
- The Project expands the City's multi-modal circulation system by locating high-density development in an area near transit and increasing pedestrian and bicycle connectivity to transit services. (Goals CR 1, CR 2 & EC 2).
- The Project would fund the maintenance of its streets and circulation system and add safe routes for pedestrians and cyclists where none exist. (Goal CR 3).
- The Project would implement a transportation demand management program to reduce trips, include onsite stormwater capture and treatment facilities, and would include new, sustainable technology, including electric vehicle chargers and solar panels. (Goal CR 5).
- The Project would implement restoration efforts and manage invasive species on the Project Site by implementing a Vegetation Management Plan. (Goal CN 1.)
- The Project would conserve and retain approximately 35 percent of the total property area as parks and open space, most of which would be natural open space with public trails. (Goal CN 2).
- The Project would create an appealing place to live and work with effective public safety. (Goal ED 1).
- The Project would provide numerous high-quality construction jobs that pay prevailing wage and would comply with the City's First Hire policy. (Goals ED 2 & ED 3).

The Project is consistent with the Richmond Bay Specific Plan vision, which identifies Sub-Area 4 as a district that would provide a vibrant, mixed-use development. The Project proposes a mix of uses consistent with the flexible development framework provided in the Specific Plan. The following list highlights a selection of the Specific Plan goals and principles that the Project supports or accomplishes:

- The Project would provide complete, pedestrian-oriented, mixed-use neighborhoods by establishing a mixed-income neighborhood adjacent to the Richmond Bay Campus (Goal 1; Principle 1).

- The Project expands the City's multi-modal circulation system by locating high-density development in an area near transit and increasing pedestrian and bicycle connectivity to transit services (Goal 2).

- The Project would conserve and retain approximately 35 percent of the total property area as parks and open space, most of which would be natural open space with public trails (Goal 3).

- The Project promotes strong physical connections between the Richmond Bay Campus and increases local access to jobs (Goal 4; Principle 3).

- The Project would fund the maintenance of its streets and circulation system and add safe routes for pedestrians and cyclists where none exist to strengthen North-South and East-West connections (Principle 2).

Therefore, the mixed-use Project proposed would be consistent with the General Plan and the Richmond Bay Specific Plan.

SECTION IV. The Council approves the Development Agreement with the Developer in substantially the form presented to the Council, and authorizes the Community Development Director ("Director"), or designee, with the advice of the City Attorney, to make minor clarifying changes and edits to the Development Agreement and to execute the Development Agreement in the name of the City of Richmond and to sign all documents necessary and appropriate to carry out and implement the Development Agreement, and to administer, along with the City Manager as may be set forth in the Development Agreement, the City's obligations, responsibilities, and duties to be performed under the Development Agreement. The City Clerk is directed to record the executed Development Agreement and this Ordinance with the County Recorder within ten days after the execution of the Development Agreement.

SECTION V. Any provisions of the Richmond Municipal Code, or appendices thereto, or any other ordinances of the City inconsistent herewith, to the extent of such inconsistencies and no further, are hereby repealed.

SECTION VI. If any section, subsection, paragraph, sentence, clause or phrase of this Ordinance is for any reason held by a court of competent jurisdiction to be unconstitutional or invalid, the remaining portions of this Ordinance shall remain in full force and effect. The City Council hereby declares that it would have passed each section, subsection, paragraph, sentence, clause or phrase of this Ordinance irrespective of the unconstitutionality or invalidity of any section, subsection, paragraph, sentence, clause or phrase.

SECTION VII. This Ordinance becomes effective thirty (30) days after its final passage and adoption.

Exhibit A: Development Agreement

First introduced at a regular meeting of the City Council of the City of Richmond held December 1, 2020, and finally passed and adopted at a regular meeting held December 15, 2020, by the following vote:

AYES:	Councilmembers Choi, Johnson III, Myrick, Vice Mayor Bates, and Mayor Butt.
NOES:	Councilmembers Martinez and Willis.
ABSTENTIONS:	None.
ABSENT:	None.

PAMELA CHRISTIAN
CLERK OF THE CITY OF RICHMOND
(SEAL)

Approved:
TOM BUTT
Mayor

Approved as to form:
TERESA STRICKER
City Attorney

State of California }
County of Contra Costa : ss.
City of Richmond }

I certify that the foregoing is a true copy of Ordinance No. 30-20 N.S., passed and adopted by the City Council of the City of Richmond at a regular meeting held on December 15, 2020.

Pamela Christian

Pamela Christian, City Clerk of the City of Richmond

Exhibit A

RECORDING REQUESTED BY AND

WHEN RECORDED MAIL TO:

City of Richmond
450 Civic Plaza
Richmond, CA 94804
Attn: City Manager

Record for the Benefit of
the City of Richmond
Pursuant to Government Code Section 6103

FOR RECORDER'S USE ONLY

(Space Above This Line Reserved for Recorder's Use Only)

DEVELOPMENT AGREEMENT

BETWEEN

THE CITY OF RICHMOND

AND

HRP CAMPUS BAY PROPERTY, LLC

TABLE OF CONTENTS

Page

Exhibits

DEVELOPMENT AGREEMENT
BETWEEN THE CITY RICHMOND
AND
HRP CAMPUS BAY PROPERTY, LLC

THIS DEVELOPMENT AGREEMENT ("**Agreement**") dated for reference purposes only as of _____ ____, 2020, and effective as of the Effective Date (as defined herein), is by and between the **City of Richmond**, a municipal corporation and charter city ("**City**"), and **HRP Campus Bay Property, LLC**, a Delaware limited liability company and its permitted successors and assigns hereunder ("**Developer**") pursuant to the authority of Sections 65864 *et seq.* of the California Government Code and Article 15.04.811 of the Richmond Municipal Code. City and Developer are also sometimes referred to individually as a "**Party**" and together as the "**Parties**."

RECITALS

This Agreement is entered upon the basis of the following facts, understandings and intentions of City and Developer.

A. The lack of certainty in the approval of development projects can result in a waste of resources, escalate the cost of housing and other development, and discourage investment in and commitment to comprehensive planning that would make maximum efficient utilization of resources at the least economic cost to the public.

B. 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 Statute**"), which authorizes City and a developer having a legal or equitable interest in real property to enter into a binding development agreement, establishing certain development rights in the property.

C. Pursuant to Government Code Section 65865, City has adopted rules and regulations establishing procedures and requirements for consideration of development agreements, which procedures and requirements are contained in the City of Richmond Municipal Code ("**RMC**") section 15.04.811 et seq. (the "**City Development Agreement Regulations**"). This Development Agreement has been processed in accordance with the City Development Agreement Regulations.

D. Developer has an equitable interest in certain real property located within the City consisting of approximately 89.6 acres and more particularly described on **Exhibit A** attached hereto and generally depicted on **Exhibit B** attached hereto (the "**Property**" or "**Project Site**"). Developer's equitable interest consists of the right to acquire the Property through either foreclosure or a deed in lieu of foreclosure. Developer intends to acquire legal title to the Property promptly following the Initial City Approvals (as defined in Recital I below) and execution by Developer of a Prospective Purchaser Agreement with DTSC with respect to the Property.

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E. The Property comprises a portion of the area encompassed by, and any and all development of the Property is subject to applicable provisions of, the Richmond Bay Specific Plan, approved by the City Council of the City of Richmond ("**City Council**") by adoption of Ordinance No. 21-16 N.S. on December 20, 2016 (the "**Specific Plan**"). The Property is identified as a portion of "Sub-Area 4" under the Specific Plan Developer intends to develop on the Property an environmentally suitable mixed-use project as described and depicted in **Exhibit C** attached hereto and more particularly described in the Initial City Approvals (the "**Project**"), including:

i. Remediation of the Property as approved by and in accordance with all requirements of DTSC

ii. Development of not less than 2,000 and not more than 4,000 multifamily residential units, including both rental and for-sale units, which will include affordable for-sale units on-site in accordance with the City's Inclusionary Housing Ordinance:

iii. Development of approximately 50,000 square feet of retail/business/service uses (including a grocery store); and

iv. Development of approximately 30.7 acres of parks and open space, consisting of new parks, existing habitat areas, and construction of a trailhead with parking and restroom facilities for the San Francisco Bay Trail.

F. The complexity, magnitude and long-range nature of the Project would be difficult for Developer to undertake if City had not determined, through this Development Agreement, to inject a sufficient degree of certainty in the land use regulatory process to justify the substantial financial investment associated with development of the Project. As a result of the execution of this Development Agreement, both Parties can be assured that the Project can proceed without disruption caused by a change in City planning and development policies and requirements, which assurance will thereby reduce the actual or perceived risk of planning, financing and proceeding with construction of the Project. Furthermore, while City may approve other projects after the Effective Date that place a burden on City's infrastructure, it is the intent and agreement of the Parties that Developer's right to build and occupy the Project, as set forth in the Project Approvals (as defined in Recital J), shall not be diminished as a result of such other projects and that Developer's cost to develop the Project shall not be increased as a result of such other projects.

G. City is desirous of advancing the socioeconomic interests of City and its residents by promoting the productive use of property and encouraging quality development and economic growth, thereby enhancing employment opportunities for residents and expanding City's property tax base. City is also desirous of gaining, and Developer is desirous of voluntarily providing, Community Benefits (as defined in Section 4.7) of the Project, which are in addition to those dedications, conditions and exactions required by laws or regulations and as set forth in this Development Agreement, and which advance the planning objectives of, and provide benefits to, City and foster the health, safety and welfare of its residents. The Specific Plan

expressly contemplates that these types of Community Benefits will be incorporated into a voluntarily negotiated contract such as a development agreement. Pursuant to the Specific Plan, and prior to City Council consideration of this Agreement and the other Initial City Approvals, the City made available to the public information regarding the Community Benefits and other aspects of the Project and on October 27, 2020, the City Council held a public study session to receive an overview of such information.

H. City has determined that by entering into this Development Agreement: (1) City will ensure the productive use of property and foster orderly growth and quality development in City; (2) development will proceed in accordance with the goals and policies set forth in the City of Richmond General Plan 2030 (the "**General Plan**") and the Specific Plan and will implement City's stated General Plan and Specific Plan policies; (3) City will receive increased property tax and sales tax revenues; (4) City will benefit from increased employment opportunities for residents of City created by the Project; and (5) City will receive Community Benefits as provided by the Project for the residents of City. The City and Developer intend that this Agreement also shall serve as the "Community Benefits Agreement" for the Project as referenced in City Council Resolution No. 91-19, adopted by the City Council on September 24, 2019 ("**Resolution 91-19**"), thereby alleviating any need for such a separate Community Benefits Agreement.

I. Developer has applied for, and City has granted or concurrently herewith is granting, subject to the conditions of approval set forth in **Exhibit D** attached hereto (collectively, the "**Conditions of Approval**") the following initial approvals for the Project (PLN20-310) (collectively, the "**Initial City Approvals**"):

i. Addendum to EIR. Pursuant to applicable provisions of CEQA, and prior to any other Initial City Approvals, City prepared an Addendum (the "**EIR Addendum**") to the Final Environmental Impact Report for the Richmond Bay Specific Plan (SCH No. 2014092082), certified by the City Council on December 6, 2016 ("**FEIR**"). The EIR Addendum was recommended for adoption by the Planning Commission of the City of Richmond ("**Planning Commission**") on November 19, 2020, by Resolution No. 20-27, and adopted with findings by the City Council on _____, 2020, by Resolution No. _____ (adopting EIR Addendum) and Resolution No. _____ (adopting findings).

ii. Vesting Tentative Map. On _____, 2020, following Planning Commission review and recommendation, and after a duly noticed public hearing, the City Council, by Resolution No. _____, adopted _____, 2020, approved, subject to conditions of approval, a "Vesting Tentative Map for Condominium Purposes - Campus Bay" (the "**VTM**") for the Property;

iii. Use Permit. On _____, 2020, following Planning Commission review and recommendation, and after a duly noticed public hearing, the City Council, by Resolution No. _____, adopted _____. 2020, approved, subject to conditions of approval, a Use Permit, as required by the Specific Plan and other Applicable City Regulations, to allow residential use of certain portions of the Property (instead of R&D), to allow residential use on the ground floor of Project residential buildings, and to allow certain fill activities and improvements in accordance with the Shoreline Overlay District (RMC section 15.04.306.010 et seq.); and

iv. Development Agreement. On November 19, 2020, the Planning Commission, the initial hearing body for purposes of development agreement review, recommended approval of this Development Agreement pursuant to Resolution No. 20-27. On _____, 2020, the City Council held a duly noticed public hearing on this Development Agreement pursuant to the requirements of the Development Agreement Statute and the City Development Agreement Regulations and other relevant portions of the RMC. After due review of and report on Developer's application for this Agreement by City staff, consideration of the Planning Commission's recommendations thereon, all other evidence heard and submitted at such public hearing, all other matters considered by the Planning Commission, and the matters to be considered pursuant to the Development Agreement Statute and the City Development Agreement Regulations in enacting a development agreement and other relevant provisions of the RMC, the City Council: (1) considered and relied upon the certified EIR Addendum and determined that consideration of this Agreement complies with CEQA based on the EIR Addendum; and (2) introduced Ordinance No. _____ approving this Agreement, finding and determining in connection therewith that this Agreement is consistent with the goals, objectives, policies, land uses and programs specified in the General Plan and the Specific Plan, and adopted Ordinance No. _____ approving this Development Agreement and authorizing its execution (the "**Enacting Ordinance**").

J. In addition to the Initial City Approvals, the Project may require various additional land use and construction approvals from the City, herein termed "**Subsequent City Approvals**" (as defined in Section 2.7.1), as well as approvals from various Regulatory Agencies, herein termed "**Regulatory Agency Approvals**" (as defined in Section 2.8), in connection with development of the Project. The Initial City Approvals and Subsequent City Approvals are herein collectively referred to as the "**City Approvals**." The City Approvals and the Regulatory Agency Approvals are herein collectively referred to as the "**Project Approvals**."

K. City has given the required notice of its intention to adopt this Development Agreement and has conducted public hearings thereon pursuant to Government Code Section 65867. As required by Government Code Section 65867.5, City has found that the provisions of this Development Agreement and its purposes are consistent with the goals, policies, standards and land use designations specified in City's General Plan.

L. For the reasons recited herein, City and Developer have determined that the Project is a development for which this Development Agreement is appropriate. This Development Agreement will eliminate or reduce uncertainty regarding City Project Approvals (including the Subsequent City Approvals), thereby encouraging planning for, investment in and commitment to from use and development of the Property. Continued use and development of the Property will in turn provide substantial housing, employment, and property and sales tax benefits as well as Community Benefits and other public benefits to City, thereby achieving the goals and purposes for which the Development Agreement Statute was enacted.

N. The City and Developer agree that it may be beneficial to enter into additional agreements pursuant to this Agreement or to amend this Agreement with respect to the implementation of the individual or separate components of the Project when more information concerning the details of each component is available, and this Agreement should expressly allow for such contemplated additional agreements or amendments.

O. This Development Agreement does not limit the City's obligation to comply with CEQA before taking any discretionary action regarding the Project, or the Developer's obligation to comply with Applicable City Regulations and other Applicable Law in connection with its development of the Project.

NOW, THEREFORE, in consideration of the foregoing recitals of fact and the mutual covenants and promises set forth herein, the City and Developer hereby agree as follows:

AGREEMENT

ARTICLE 1
GENERAL PROVISIONS

1.1 **Incorporation of Preamble, Recitals and Exhibits**. The preamble paragraph, Recitals and Exhibits, and all defined terms contained therein, are hereby incorporated into this Agreement by this reference as if set forth in full.

1.2 **Definitions**. The capitalized terms used in this Agreement shall have the meanings set forth in Appendix I attached hereto and otherwise as defined in the body of this Agreement.

1.3 **Term**.

1.3.1 **Effective Date**. This Development Agreement shall become effective upon the date of execution of this Agreement by both Parties following the effective date of the Enacting Ordinance (the "**Effective Date**"). Notwithstanding the foregoing or any provision of this Agreement to the contrary, (a) Developer's rights and obligations under this Agreement shall be subject to the provisions of Section 1.3.3, and (b) if after all appeals or time to appeal have been exhausted, a court of competent jurisdiction enters a final judgment or issuance of a final order directed to the City to set aside, withdraw, or abrogate the approval of the City Council of this Agreement, then this Agreement shall be deemed to have no force or effect upon either Party. Developer shall provide prompt written notice to the City of the date when Developer acquires fee title to the Property and, together with such notice, shall provide to the City a conformed copy of the deed or other instrument by which Developer took fee title ownership of the Property.

1.3.2 **Term of Agreement**. The term of this Agreement shall commence upon the Effective Date and shall continue in full force and effect thereafter for a period of fifteen (15) years **(**"**Initial Term**"**)** unless extended pursuant to this Section 1.3.2 or earlier terminated as provided in Section 1.3.3 or elsewhere in this Agreement. (the term of this Agreement, as may be so extended or terminated, is herein referred to as the "**Term**"). The Initial Term has been established by the Parties in order to provide ample time to develop the Project and obtain the Community Benefits of the Project. Notwithstanding the foregoing, the Initial Term shall be automatically extended for one (1) period not to exceed five (5) additional years (*i.e.*, for a maximum total Term of 20 years from the Effective Date), in Developer's sole discretion, on condition that, as of the date of Developer's extension of the Initial Term pursuant to this Section 1.3.2 and as of the date of expiration of the Initial Term: (i) Developer has timely provided to the City all Community Benefits as established in Section 4.7 (except for Section 4.7.1, which

provides the City with Community Benefits beyond the Term) irrespective of any contrary milestones for provision of the Community Benefits set forth in the CB Schedule; (ii) Developer has completed the Minimum Total Project Units by the Minimum Total Project Milestone Date pursuant and subject to Section 3.7.2; and (iii) there is no Developer Event of Default. This extension shall become immediately effective upon Developer's providing written notice to City, at least 90 days prior to expiration of the initial Term, of Developer's intention to extend the Term, which notice also shall specify the length of the extension, not to exceed five (5) years.

1.3.3 **Failure to Take Title**. Notwithstanding any provision to the contrary herein or in the Project Approvals, in the event that, for any reason whatsoever (and without any allowance for Permitted Delay), Developer shall fail to take fee title to the entire Property ("**Fee Title**") within 180 days following the Effective Date ("**Fee Title Deadline**"), either Party may elect, in its sole and absolute discretion, and upon written notice to the other Party within sixty (60) days following the Fee Title Deadline, to terminate this Agreement and the Project Approvals. If Developer acquires Fee Title after the Fee Title Deadline, but before the City provides such written notice to terminate this Agreement and the Project Approvals, then this Agreement and the Project Approvals shall remain in full force and effect in accordance with their terms. Effective upon such termination by either Party, this Agreement and the other Project Approvals (notwithstanding any provision to the contrary in the Project Approvals) shall be of no further force or effect, except for any provisions of this Agreement that are expressly stated herein to survive the termination of this Agreement, and provided that such termination shall not relieve or release Developer from any obligation under any Reimbursement Agreement(s) between the Parties with respect to the Project or any obligation or liability for any Developer Event of Default arising prior to such termination. Without limiting the foregoing, the provisions of the preceding sentence regarding the termination of the Project Approvals upon the termination of this Agreement for failure of Developer to take Fee Title by the Fee Title Deadline shall survive such termination of this Agreement.

ARTICLE 2
APPLICABLE LAW

2.1 **Applicable City Regulations**. Except as otherwise expressly provided in this Agreement,, during the Term, the Initial City Approvals and any and all Subsequent City Approvals shall be processed, considered, reviewed and acted upon in accordance with the Applicable City Regulations and this Agreement.

2.2 **Future Changes to City Regulations**.

2.2.1 To the extent any changes in the City Regulations, or any provisions of future general plans, specific plans, zoning ordinances or other rules, regulations, ordinances or policies (whether adopted by means of ordinance, initiative, referenda, resolution, policy, order, moratorium, or other means, adopted by the City Council, Planning Commission, or any other board, commission, agency, committee, or department of the City, or any officer or employee thereof, or by the electorate) of the City (collectively, "**Future Changes to City Regulations**") are not in conflict with the Vested Elements (as defined in Section 3.2), such Future Changes to City Regulations shall be applicable to the Project.

2.2.2 Future Changes to City Regulations shall be deemed to be in "conflict" with the Vested Elements if they:

2.2.2.1 alter or change any land use, including permitted or conditional uses, of the Project Site from that permitted under this Agreement and the Applicable City Regulations;

2.2.2.2 limit or reduce the height or bulk of the Project, or any portion thereof, or otherwise require any reduction in the height or bulk of individual proposed buildings or other improvements from that permitted under this Agreement and the Applicable City Regulations;

2.2.2.3 limit or reduce the density or intensity of the Project, or any portion thereof, or otherwise require any reduction in the square footage or number of proposed buildings, residential dwelling units, parking or loading spaces, or other improvements from that permitted under this Agreement and the Applicable City Regulations;

2.2.2.4 except as otherwise provided in this Agreement (including Sections 4.7.4 through 4.7.6, inclusive), in any manner control, delay (of more than 45 days concerning Developer's efforts to develop, construct, or convey a portion or all of the Project) or limit the rate, timing, phasing or sequencing of the approval, development or construction of all or part of the Project;

2.2.2.5 increase any Development Fees, except as permitted by Section 4.1.3;

2.2.2.6 except as otherwise provided in this Agreement (including Section 3.10 and Section 4.1.3), materially increase (by an amount greater than 15%) the cost of performance of, or preclude compliance with, any provision of the Vested Elements

2.2.2.7 conflict with or materially increase the obligations of Developer under this Agreement;

2.2.2.8 adversely affect in any material respect the rights of Developer under this Agreement;

2.2.2.9 limit or restrict the availability of public utilities, services, infrastructure or facilities (for example, without limitation, water rights, water connection or sewage capacity rights, sewer connections, etc.) to the Project;

2.2.2.10 except as expressly provided herein, impose limits or controls in the rate, timing, phasing or sequencing of development of the Project beyond those existing on the Effective Date;

2.2.2.11 limit or control the location of buildings, structures, grading, or other improvements of the Project inconsistently with or more restrictive than limitations included in the City Approvals;

2.2.2.12 apply to the Project any Future Changes in City Regulations otherwise allowed by this Agreement that is not uniformly applied on a City-wide basis to all substantially similar types of development projects and project sites;

2.2.2.13 require the issuance of additional permits or approvals by the City other than those required by Applicable City Regulations;

2.2.2.14 establish, enact, increase, or impose against the Project or Property any fees, assessments, or other monetary obligations other than those specifically permitted by this Agreement; provided, however, that the foregoing shall not prevent or limit the imposition or collection of any generally applicable real or personal property taxes with respect to the Property or any generally applicable sales, use, excise taxes or business license fees with respect to any commercial uses within the Project;

2.2.2.15 impose against the Project any condition, dedication or other exaction not specifically authorized by Applicable City Regulations or this Agreement;

2.2.2.16 subject to Section 2.7, limit the processing or procuring of applications and approvals of Subsequent City Approvals, including without limitation Future Changes in City Regulations which require additional processing of such applications and approvals of Subsequent City Approvals.

2.2.3 To the extent that Future Changes in City Regulations conflict with the Vested Elements, they shall not apply to the Project and the Vested Elements shall apply to the Project, except as provided in this Section 2.2.3 and in Sections 2.3 through 2.6, inclusive. A Future Change in City Regulations that conflicts with the Vested Elements shall nonetheless apply to the Property and the Project if, and only if (i) consented to in writing by Developer in its sole and absolute discretion; (ii) it is determined by City and evidenced through findings adopted by the City Council that the change or provision is reasonably required in order to prevent a condition dangerous to the public health or safety as set forth in Section 2.4 below; (iii) required by changes in State or Federal law as set forth in Section 2.5 below; (iv) it consists of changes in, or new fees permitted by, Section 4.1; (v) it consists of revisions to, or new Uniform Code Regulations (as defined in Section 2.3 below) to the extent permitted by Section 2.3 below; or (vi) it is otherwise expressly permitted by this Agreement. In the event of any of the foregoing, the applicable Change in City Regulations shall be deemed to be an Applicable City Regulation.

2.2.4 Pursuant to Section 65865.4 of the Development Agreement Statute, unless this Agreement is terminated by mutual agreement of the Parties as provided for under Section 8.1, or terminated pursuant to Section 8.2, either Party may enforce this Agreement notwithstanding any Future Changes to City Regulations.

2.2.5 City may, at any time, prepare two (2) sets of the Initial City Approvals and Applicable City Regulations, one (1) set for City and one (1) set for Developer, If it becomes necessary in the future to refer to any of the Project Approvals or Applicable City Regulations, the contents of these sets are presumed for all purposes of this Development Agreement, absent clear clerical error or similar mistake, to constitute the Project Approvals and Applicable City Regulations. Failure to include in the sets of Initial City Approvals and

Applicable City Regulations any rule, regulation, policy, standard or specification that is within the Project Approvals or Applicable City Regulations as described in this Agreement shall not affect the applicability of such rule, regulation, policy, standard or specification.

2.3 **Applicability of Uniform Code Regulations**. Notwithstanding any provision herein to the contrary, nothing in this Agreement shall preclude the City's application to the Project of any provisions, requirements, rules, or regulations applicable City-wide that are contained at any time during the Term 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 Building Code, Administrative Code, Energy Code, Residential Code, Mechanical Code, Electrical Code, Plumbing Code, Fire Code or other uniform construction codes (collectively, "**Uniform Code Regulations**").

2.4 **Public Health and Safety Exception**. The City shall exercise its discretion under this Agreement and the Applicable City Regulations in a manner which is consistent with the public health, safety and welfare. Subject to Section 2.5, and in addition to application to the Project of Uniform Code Regulations, the City shall retain, at all times, its authority to take any legally valid action necessary to protect persons or property from dangerous or hazardous conditions which create a threat to the public health or safety (**"Public Health Condition**"), including, without limitation, authority to condition or deny a permit, approval or agreement or other entitlement or to change or adopt any new City Regulations applicable to the Project so long as such condition or denial or new law (i) is limited solely to addressing a specific and identifiable issue in each case required to protect the physical health and safety of the public, and (ii) is based on written findings by the City Council, and transmitted to Developer, specifically identifying, based on objective and quantifiable evidence in the official record, the precise nature and extent of the dangerous or hazardous conditions requiring such condition or denial or change in City Regulations, why there are no feasible alternatives to the imposition of such condition or denial or changes in the law, and how such condition or denial or new law would alleviate the dangerous or hazardous condition ("**Public Health and Safety Exception**"); provided, however, that before taking any action based on a Public Health and Safety Exception, the City must first provide Developer with written notice of the Public Health Condition upon which such Public Health and Safety Exception is based, and if Developer responds in writing within fifteen (15) days confirming that Developer will correct such Public Health Condition and describing the means of such correction, and thereafter Developer diligently pursues such correction to completion, such Public Health and Safety Exception shall no longer be applicable and City shall take no further action based thereon. Developer retains the right to dispute any City reliance on the Public Health and Safety Exception.

2.5 **Changes in State or Federal Laws**. In accordance with Government Code Section 65869.5, in the event that state or federal laws or regulations enacted after the Effective Date ("State or Federal Law") prevent or preclude compliance with one or more provisions of this Agreement, the Parties shall meet in good faith for a period not exceeding sixty (60) days (unless such period is extended by mutual written consent of the Parties) to determine the feasibility of any modification or suspension of this Agreement that may be necessary to comply with such State or Federal Law, to determine the effect such modification or suspension would have on the purposes and intent of this Agreement and the Vested Elements, and to prepare such modification. Following the meeting between the Parties, the provisions of this Development

Agreement may, to the extent feasible, and upon mutual agreement of the Parties, be modified or suspended, but only to the minimum extent necessary to comply with such State or Federal Law. In such an event, this Development Agreement together with any required modifications shall continue in full force and effect. In the event that the State or Federal Law operates to frustrate materially and irremediably (a) the Vested Elements, or (b) the City's rights to receive the Community Benefits as set forth in this Agreement, Developer, in the event of item (a), or the City, in the event of item (b), may terminate this Agreement. In addition, Developer shall have the right to challenge (by any method, including litigation), at its sole cost, the State or Federal Law preventing compliance with, or performance of, the terms of this Development Agreement and, in the event that such challenge is successful, this Development Agreement shall remain unmodified and in full force and effect, unless the Parties mutually agree otherwise, except that if the Term of this Development Agreement would otherwise terminate during the period of any such challenge and Developer has not commenced with the development of the Project in accordance with this Development Agreement as a result of such challenge, the Term shall be extended for the period of any such challenge. If Developer raises such a challenge, then City agrees, upon Developer's written request and at Developer's sole cost and expense, to cooperate with Developer concerning Developer's challenge, which cooperation shall be subject to the provisions of Section 6.4; provided, however, that City shall not have any obligation to commence, prosecute, or defend any litigation with respect to any such challenge. Notwithstanding any other provisions herein to the contrary, the City acknowledges and agrees that DTSC has selected Alternative 3A, as specified in Resolution No. 91-19, as the Alternative to remediate the present contamination of the Project Site, and that the City shall not challenge, dispute, contest, seek to modify, amend, revise, or otherwise alter Alternative 3A or any Project Approvals implementing Alternative 3A.

2.6 **CEQA**. Nothing in this Agreement or the City Regulations shall be deemed to limit the City's ability to comply or compel Developer compliance with CEQA, including any Mitigation Measures.

2.7 **Subsequent City Approvals**.

2.7.1 Processing of Subsequent City Approvals. To develop the Project as contemplated in this Agreement, the Project will require land use approvals, entitlements, development permits, and use and/or construction approvals other than the Initial City Approvals, which may include, without limitation: development plans, conditional and administrative use permits, tentative and final subdivision maps, street abandonments, design review guidelines and approvals, certificates of appropriateness, demolition permits, improvement agreements, infrastructure agreements, grading permits, Building Permits, right of way permits, site plans, sewer and water connection permits, certificates of occupancy, parcel maps, encroachment permits, certificates of occupancy, and amendments thereto and to the Project Approvals (collectively, "**Subsequent City Approvals**"). City will accept, make completeness determinations, and process, promptly and diligently to completion, all applications for Subsequent City Approvals in accordance with Applicable City Regulations, Applicable Law, and the terms of this Agreement. At such time as any Subsequent City Approval is approved by the City, then such Subsequent Approval shall become subject to all the terms and conditions of this Development Agreement applicable to Project Approvals and shall be treated as a "Project Approval" under this Development Agreement.

2.7.2 Scope of Review of Subsequent City Approvals. By approving the Initial City Approvals, City has made a final policy decision that the Project is in the best interests of the public health, safety and general welfare. Accordingly, City shall not use its authority in considering any application for a discretionary Subsequent City Approval to change the policy decisions reflected by the Initial City Approvals or otherwise to prevent or delay development of the Project as set forth in the Initial City Approvals. Instead, the Subsequent City Approvals shall be deemed to be tools to implement those final policy decisions. The scope of the review of applications for Subsequent Project Approvals shall be limited to a review of substantial conformity with the Vested Elements as set forth and subject to Section 3.2 (and except as otherwise provided by Sections 2.2 through 2.6, inclusive, and other Applicable City Regulations). Where such conformity/compliance exists, City shall not deny an application for a Subsequent Project Approval. Notwithstanding the foregoing, this Agreement shall not prevent the City, in acting on Subsequent City Approvals, from applying land use regulations which do not conflict with the Vested Elements (and except as otherwise provided by Sections 2.2 through 2.6, inclusive, and other Applicable City Regulations).

2.7.3 Conditions of Subsequent City Approvals.

2.7.3.1 Subject to Section 2.5, City shall have the right to impose reasonable conditions upon Subsequent City Approvals including, without limitation, normal and customary dedications for rights of way or easements for public access, utilities, water, sewers, and drainage necessary for the Project; provided, however, such conditions and dedications shall not be inconsistent with the City Approvals or Applicable City Regulations, nor inconsistent with the development of the Project as contemplated by this Agreement except to the extent required by the City Approvals or Applicable City Regulations. Developer may protest any conditions, dedications or fees while continuing to develop the Property. Such a protest by Developer shall not delay or stop the issuance of any Subsequent City Approval, including without limitation demolition, grading or building permits or certificates of occupancy for any aspect of the Project not related to the condition protested.

2.7.3.2 No conditions imposed on Subsequent City Approvals shall require dedications or reservations for, or construction or funding of, Public Improvements (as defined in Section 3.9.1) beyond those already included or referenced in the Specific Plan, the VTM or other Initial City Approvals, the Mitigation Measures (except to the extent required by CEQA in connection with any Subsequent City Approvals) or Section 3.9.1. In addition, any and all conditions imposed on Subsequent Approvals for the Project must comply with Section 4.1 (Payment of Fees and Costs).

2.8 **Regulatory Agency Approvals**. The Parties acknowledge and agree that, in addition to the City Approvals, the Project, including the provision of some of the Community Benefits, may require Developer to obtain approvals or clearances from various Regulatory Agencies (collectively, the "**Regulatory Agency Approvals**"). Without limitation, the Regulatory Agency Approvals may include BCDC approval of one or more appropriate amendments to the "South Richmond Shoreline Special Area Plan - Amendment to City of Richmond General Plan and the San Francisco Bay Conservation and Development Commission Bay Plan," dated May 1977, and Developer may require approvals or clearances from the U.S. Army Corps of Engineers, the California Department of Fish & Wildlife, the State Lands

Commission and the San Francisco Regional Water Quality Control Board. Developer agrees to use all reasonable efforts to procure the Regulatory Agency Approvals. If requested by Developer, the City shall cooperate with Developer, at Developer's sole cost, in Developer's efforts to obtain the Regulatory Agency Approvals. If after using all reasonable efforts, Developer is unable to obtain any Regulatory Agency Approval needed in order for Developer to develop the Project or meet its obligations under this Agreement, including providing the Public Benefits, such inability shall constitute a Permitted Delay subject to the provisions of Section 11.6,

2.9 **Changes to Development Agreement Statute**. This Agreement has been entered into in reliance upon the provisions of the Development Agreement Statute as those provisions existed at the Effective Date. No amendment or addition to those provisions, which would materially affect the interpretation or enforceability of this Agreement, shall be applicable to this Agreement unless such amendment or addition is specifically required by the California Legislature, or is mandated by a court of competent jurisdiction. In the event of the application of such a change in the Development Agreement Statute, the Parties shall meet in good faith to determine the feasibility of any modification or suspension of this Agreement that may be necessary to comply with such change in law and to determine the effect such modification or suspension would have on the purposes and intent of this Agreement and the Vested Elements. Following the meeting between the Parties, the provisions of this Agreement may, to the extent feasible, and upon mutual agreement of the Parties, be modified or suspended but only to the minimum extent necessary to comply with such change in law. If such amendment or change is permissive rather than mandatory, this Agreement shall not be affected by the same unless the Parties mutually agree in writing to amend this Agreement to permit such applicability.

ARTICLE 3
DEVELOPMENT OF THE PROJECT

3.1 **Development Rights**. Developer shall have a vested right to develop the Project on the Property, in accordance with the Vested Elements (defined in Section 3.2).

3.2 **Vested Elements**. The overall design, development, construction, and use of the Project and all Improvements in connection therewith, including without limitation, permitted uses of the Property, the maximum density and/or number of residential units and commercial development, the intensity of use, the maximum height and size of the proposed buildings, provisions for reservation or dedication of land for public purposes, the conditions, terms, restrictions, and requirements for subsequent discretionary actions, the provisions for and financing for Public Improvements, and the other terms and conditions of development applicable to the Property are as set forth in

- The Project Approvals; and
- The Applicable City Regulations;

are hereby vested in Developer, subject to, and as provided in, the provisions of this Development Agreement (the "**Vested Elements**"). The intent of this Section 3.2 is to cause all development rights which may be required to develop the Project in accordance with this

Agreement and the Project Approvals to be deemed to be "vested rights" as that term is defined under California law applicable to the development of land or property and the right of a city to regulate or control such development of land or property. City hereby agrees to be bound with respect to the Vested Elements, subject to Developer's compliance with the terms and conditions of this Agreement and the Project Approvals. By stating that the terms and conditions of this Agreement and the Project Approvals control the overall design, development and construction of the Project, this Agreement is consistent with the requirements of California Government Code Section 65865.2 (requiring a development agreement to 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). Developer acknowledges and agrees that its rights under the Vested Elements are subject to the provisions of Section 3.7.2. Notwithstanding the preceding provisions of this Section 3.1 or any other provision in this Agreement to the contrary, in the event of any conflict between the terms and conditions of any Project Approvals (including Developer's rights and obligations thereunder) other than this Agreement, including without limitation any Subsequent City Approvals, and the terms and conditions of this Agreement (including Developer's rights and obligations hereunder), the terms and conditions of this Agreement (including Developer's rights and obligations hereunder) shall control.

3.3 **Life of Subdivision Maps and Other Project Approvals**.

3.3.1 Life of Subdivision Maps. The terms (lifespan) of the VTM and any other Subdivision Maps approved by the City for the Project shall be automatically extended such that the VTM and all such other Subdivision Maps remain in effect for a period of time coterminous with the Term of this Agreement.

3.3.2 Life of Other Project Approvals. The term of all other Project Approvals shall be automatically extended such that the Project Approvals remain in effect for a period of time at least as long as the Term of this Agreement.

3.3.3 Termination of Agreement. In the event that this Agreement is terminated prior to the expiration of the Term of the Agreement for any reason other than a Developer Event of Default, the term of any Subdivision Map approved by the City for the Project or any other Project Approval and the vesting period for any vesting Subdivision Map approved as a Project Approval shall be the term otherwise applicable to such approval, which shall commence to run on the date that such termination of this Agreement takes effect. In the event of any termination of this Agreement for a Developer Event of Default, the provisions of Section 8.2.3 shall govern with respect to the term of the Project Approvals.

3.4 **Compliance with CEQA**. Developer acknowledges that the development of the Project and the Project Site is subject to compliance with CEQA, including the Mitigation Measures. A copy of the Mitigation Measures as of the Effective Date is attached hereto as **Exhibit 3.4**. The FEIR and the EIR Addendum, which have been certified and adopted by City as being in compliance with CEQA, address the potential environmental impacts of the Project as it is described in the Initial City Approvals. To the extent that the Project will require the issuance of Subsequent City Approvals that are discretionary in nature, such Subsequent City Approvals shall be subject to review by the City during public hearings to the extent required by

CEQA or other Applicable City Regulations. City will rely on the FEIR and the EIR Addendum to satisfy the requirements of CEQA to the fullest extent permissible by CEQA and City will not require a new initial study, negative declaration, EIR addendum, or subsequent or supplemental EIR unless required by CEQA and will not impose on the Project any additional mitigation measures other than specifically required by CEQA. Nothing in this Agreement shall limit the ability of the City to impose conditions on any Subsequent City Approvals resulting from Material Changes as such conditions are determined by the City to be necessary to mitigate significant environmental impacts identified through the CEQA process and associated with the Material Changes or otherwise to address significant environmental impacts as defined by CEQA created by a Subsequent City Approval; provided, however, any such conditions must be in accordance with CEQA. As used herein, "**Material Changes**" means the circumstances described in subparts (a), (b), and (c) of Public Resources Code Section 21166.

3.5 **Compliance with Project Approvals**. In developing the Project, Developer shall at all times comply with the Project Approvals and Applicable Law and Developer further agrees that all Improvements required to be constructed by Developer for the Project (including all Site Improvements and Offsite Improvements) shall be constructed in accordance with this Agreement, the Project Approvals, and Applicable Law.

3.6 **Written Verification of Sufficient Water Supply**. Any and all tentative subdivision maps approved for the Project shall comply with Government Code Section 66473.7, if, and to the extent, required by Government Code Section 65867.5(c).

3.7 **Development Timing**.

3.7.1 *Pardee* Finding. Development of the Project Site is permitted to occur in phases as described and contemplated in **Exhibit C** ("**Project Description**"). The Parties wish to avoid the result of *Pardee Construction Co. v. City of Camarillo*, 37 Cal.3d 465 (1984), where the failure of the parties there to expressly provide for the timing of development resulted in the court's determination that a later-adopted initiative restricting the timing of development prevailed over the parties' agreement. Accordingly, the Parties acknowledge and agree that Developer shall have the right, subject to the provisions of the Project Approvals and Section 3.7.2, to develop the Project at such time and in such phases as Developer deems appropriate in the exercise of its subjective business judgment. Notwithstanding the foregoing, Developer acknowledges and agrees that the phasing of the Project is subject to compliance with all requirements of DTSC and other Regulatory Agencies and that there must be adequate public facilities and infrastructure in place to serve the Project when such facilities and infrastructure are needed.

3.7.2 Total Project Units. The Parties acknowledge their mutual intent to maximize residential housing development and housing opportunities at the Project Site for current and future residents of the City. The Parties further acknowledge that this Agreement is entered into and the City Approvals are granted premised upon the Project providing a mutually agreed upon minimum and maximum total number of residential units, such minimum being 2,000 residential units ("**Minimum Total Project Units**") and such maximum being 4,000 residential units ("**Maximum Total Project Units**"). In light of the foregoing, and notwithstanding any provision of this Agreement or the Project Approvals to the contrary, the

following shall apply with respect to the timing for development of residential units at the Project. Developer shall complete construction, or cause the completion of construction, of the Minimum Total Project Units ("**Minimum Project Milestone**") by not later than expiration of the Initial Term (i.e., the fifteenth (15th) anniversary of the Effective Date) ("**Minimum Project Milestone Date**"), subject to any Permitted Delay. In the event that Developer fails for any reason, other than due to a Permitted Delay, to achieve the Minimum Project Milestone by the Minimum Project Milestone Date, the following shall apply: (a) on or before the Minimum Project Milestone Date, Developer shall satisfy in full all Community Benefits regardless of any contrary timing set forth in the CB Schedule, and without any reduction, modification, or delay in the provision, of the Community Benefits; (b) Developer shall remain responsible for all other obligations under this Agreement, including without limitation the construction of all Public Improvements; (c) Developer shall have no right to extend the Initial Term of the Agreement pursuant to Section 1.3.2 unless otherwise agreed to in writing by the City in its sole and absolute discretion; and (d) at City's election in its sole and absolute discretion, and upon written notice to Developer within sixty (60) days following the Minimum Project Milestone Date, City may suspend or terminate Developer's rights, whether pursuant to the Vested Elements or otherwise (and notwithstanding any provision to the contrary in any Project Approvals), to develop any additional residential units at the Project beyond the Minimum Total Project Units.

3.8 **Subdivision Maps**. Developer may from time to time file applications for Subsequent City Approvals of Subdivision Maps (including provisions therein for phased Subdivision Maps) with respect to some or all of the Project Site in accordance with the provisions of the Subdivision Map Act and the RMC. All Subdivision Maps may be processed in phases. City shall exercise its discretion in reviewing such Subdivision Map applications in accordance with Section 2.7 and the RMC.

3.9 **Provision and Financing of Public Improvements**.

3.9.1 Construction and Dedication. Developer shall be responsible, at its sole cost and expense (except to the extent as may otherwise be provided in any Financing Mechanism established pursuant to Section 3.9.2), for the design, engineering, and construction of all roads, parks, drainage, sewer, water, and utility Improvements, and all other infrastructure and Improvements for the Project, including any Onsite Improvements or Offsite Improvements, that may or are to be dedicated or otherwise made available for public use pursuant to this Agreement or the Project Approvals ("**Public Improvements**"). Unless otherwise agreed to in writing by the City in its sole and absolute discretion, all Public Improvements serving any particular Sub-Phase of the Project (or any particular Phase of the Project if there is no Sub-Phase in such Phase) shall be completed prior to the City's issuance of the first Certificate of Occupancy for any residential units within that Sub-Phase (or Phase) or any earlier date specified in the Project Approvals. Developer shall maintain and be liable for all Public Improvements unless and until formally accepted by City, or when finally accepted by another authority if another authority has jurisdiction over the Public Improvements, and/or when finally accepted by a public utility if a public utility has jurisdiction over the Public Improvements. Upon completion of required Public Improvements hereunder, Developer shall offer for dedication to City from time to time as such Public Improvements are completed, those Public Improvements for which the Project Approvals require such offer of dedication, and, except as otherwise provided in and subject to Section 3.9.3, the City shall promptly accept from Developer such completed Public

Improvements and any other completed Public Improvements that the City may elect to accept in the City's sole and absolute discretion (the "**Dedicated Public Improvements**") (and, subject to Section 4.8, release to Developer any bonds or other security posted in connection with performance thereof in accordance with the terms of such bonds and Applicable Law). Developer may offer dedication of Dedicated Public Improvements in phases and the City shall not refuse to accept such phased dedications or refuse phased releases of bonds or other security so long as all other conditions and requirements for acceptance have been satisfied by Developer, including the requirements of Section 3.9.3 and any such conditions to the Project Approvals pertaining to maintenance of the Public Improvements following acceptance. Upon Developer's request, and at Developer's sole cost, City shall cooperate with Developer (a) to locate any new easements required for the Project so as to minimize interference with development of the Project, and (b) in Developer's efforts to relocate or remove easements to facilitate development of the Project.

3.9.2 Financing. Developer shall fund all Public Improvements for the Project by means of its own funds and any other means of financing approved by the City as generally described in this Section 3.9.2 (the "**Financing Plan**"). The City agrees to cooperate with Developer in the formation of a Mello-Roos Community Facilities District ("**CFD**") or other assessment district (excluding any Enhanced Infrastructure Financing District) or other financing mechanism to help implement the Financing Plan (each, a "**Financing Mechanism**") that Developer in its sole discretion may elect to initiate related to the Project as and when so requested by Developer, provided that such Financing Mechanisms shall in no event obligate the City's general fund or negatively impact the City's general fund, and subject to the following:

3.9.2.1 Upon written request of City, Developer will advance amounts necessary to pay all actual costs and expenses of City to evaluate and structure any Financing Mechanism, to the end that City will not be obligated to pay any costs related to the formation or implementation of any Financing Mechanism from its own general funds.

3.9.2.2 Any Financing Mechanism will provide for the reimbursement to Developer of any advances by Developer described in Section 3.9.2.1, and any other costs incurred by Developer that are related to the Financing Mechanism, such as the costs of legal counsel, special tax consultants, engineers, etc. Developer agrees to promptly submit to City a detailed accounting of all such other costs incurred by Developer at such time as Developer makes application for reimbursement.

3.9.2.3 City shall consult with Developer prior to engaging any consultant (including bond counsel, underwriters, appraisers, market absorption analysts, financial advisors, special tax consultants, assessment engineers and other consultants deemed necessary to accomplish any financing) and Developer shall be allowed an opportunity to provide input on each proposed consultant. City shall consider all of Developer's comments on the proposed consultants in its hiring decisions, provided, however, that the Developer shall be entitled to reject, in its sole discretion, up to three consultants in total. If Developer rejects a consultant, City shall not engage that consultant and shall consult Developer with respect to another consultant.

3.9.2.4 Developer shall submit to City its phasing plan for any Public Improvements to be financed, including the priority and financing needs relative to the Site Improvements. City will use available proceeds of any public financing in accordance with such priorities, and as otherwise provided in this Agreement.

3.9.2.5 City and Developer will determine, following consultation by City staff with Developer, the means by which any Pubic Improvements may be acquired by City.

3.9.2.6 In addition, any financing may include amounts necessary to discharge any assessment, special tax or other liens on the Property.

3.9.2.7 Any public financing shall be secured solely by assessments or special taxes levied within the respective district, proceeds of the bonds issued that are placed in a bond fund, reserve fund or other such fund for the financing and investment earnings thereon. City's general fund shall not be pledged to the repayment of any public financing.

3.9.2.8 The payment of actual initial and annual administrative costs of City to be incurred in connection with any Financing Mechanism shall be adequately assured, through the inclusion in any assessment or special tax methodology of appropriate provision for such costs as estimated by City, to the end that City's general fund shall not be called upon to provide for initial or any annual administrative costs related to any Financing Mechanism.

3.9.3 Operation and Maintenance. Prior to the issuance of any Permit for Construction of any Public Improvements, Developer shall, at its sole cost, prepare and submit to the City for its approval a plan for funding the operation and maintenance of the Public Improvement ("**Project O&M Plan**") Upon City approval of the O&M Plan, Developer shall, at its sole cost, undertake and execute the Project O&M Plan using any Financing Mechanisms approved by the City, that may include one or more CFDs and HOA funding. Unless otherwise provided by the Project Approvals or agreed to in advance in writing by the City in its sole and absolute discretion, the City shall have no obligation for any operation or maintenance of any Public Improvements. Without limiting the foregoing, prior to City's acceptance of any Dedicated Public Improvements, Developer shall execute one or more recordable agreements with City, in form and substance reasonably acceptable to City and Developer, with respect to implementation of the Project O&M Plan, including without limitation, reasonable indemnification and insurance provisions to protect City.

3.10 **Compliance with Inclusionary Housing Ordinance**. Developer shall comply with the provisions of City Ordinance No. 24-20 N.S., a copy of which is attached hereto as **Exhibit 3.10-A** and City Council Resolution No. 115-20, a copy of which is attached hereto as **Exhibit 3.10-B** (such Ordinance and Resolution being collectively referred to herein as the "**Inclusionary Housing Ordinance**") through implementation of a program, approved by City, to comply with the provisions of the Inclusionary Housing Ordinance with respect to the construction of inclusionary residential units on-site with respect to for-sale (ownership) units at the Project, the construction of inclusionary residential units on-site and/or the payment of in-lieu

fees (subject to adjustment in accordance with the Inclusionary Housing Ordinance) with respect to rental units at the Project, and for payment of linkage fees (subject to adjustment in accordance with the Inclusionary Housing Ordinance) with respect to non-residential development at the Project, or any alternative compliance method proposed by Developer and approved by City pursuant to the Inclusionary Housing Ordinance ("**Affordable Housing Implementation Program**"). Notwithstanding the provisions of Section 4.1.3 or any other provision herein to the contrary, to the extent that Developer is obligated to pay residential in-lieu fees or non-residential linkage fees pursuant to the Inclusionary Housing Ordinance or the Affordable Housing Implementation Program (collectively, "**Affordable Housing Fees**"), such Affordable Housing Fees shall not be considered part of the Development Fees and shall not be subject to the provisions of Section 4.1.3. Consistent with the Inclusionary Housing Ordinance, and prior to City approval of the first final map or parcel map for the Project, Developer shall execute and record a Declaration of Restrictive Covenants with respect to the development of inclusionary for-sale residential units and a Regulatory Agreement and Declaration of Restrictive Covenants with respect to the development of any inclusionary rental residential units, in each case including provisions required by the Inclusionary Housing Ordinance and otherwise acceptable to City (the "**Regulatory Agreement**s"). Without limiting the foregoing, the Regulatory Agreements and the Affordable Housing Implementation Program shall incorporate provisions that provide a first preference (but not exclusivity) to eligible income-qualified purchasers and renters who are then-current residents of the City.

3.11 **Compliance with Environmental Laws**. In connection with developing the Property, Developer will comply with all Environmental Laws. This Agreement shall not create any additional obligations on the part of Developer to perform any environmental remediation activities, except as required by the FS/RAP, the Mitigation Measures or other applicable CEQA document, the Prospective Purchaser Agreement between Developer and DTSC, or applicable environmental restrictions/land use covenants to the extent required by DTSC or the San Francisco Bay Regional Water Quality Control Board. Developer acknowledges the applicability to the Property and the Project of Mitigation Measure **HAZ-1a.SP: Protection of Human Health From Environmental Contamination** provides as follows:

> Prior to issuance of a building permit for any new project proposed within the Plan Area at a location where previous hazardous materials releases have occurred or resulted in environmental impacts, the City shall ensure the project will be developed under the supervision of an the environmental agency(ies) of applicable jurisdiction (e.g., Department of Toxic Substances Control, Regional Water Quality Control Board, Contra Costa County Department of Human Health Services) such that health-based goals appropriate for the proposed new use are achieved, and soil management plans and/or environmental land use covenants are observed. The City shall not issue a building, use, or other permit for a new use that is inconsistent with any applicable land use covenant(s).

3.12 **Pollution Legal Liability Policy**. Developer, at its sole cost, shall, within thirty (30) days of the Effective Date, obtain and thereafter maintain at all times during the Term a pollution legal liability insurance policy with respect to the Property, issued by an insurance company with an A.M. Best A- minus rating and Financial Strength of X or better and in such form reasonably acceptable to City, with a limit of liability of not less than $25,000,000 per

claim and $25,000,000 in the aggregate, and a self-insured retention or deductible of not more than $100,000 per claim, providing coverage for property damage and bodily injury, and government and third party clean-up claims or orders, including both on-site (to the extent available in the commercial environmental insurance markets) and off-site remediation, other environmental response costs and resource damages, resulting from pre-existing or new environmental conditions. This insurance policy shall name the City as an insured and the Property as the covered location. The Parties agree that Developer's obligations under this Section 3.12 may be satisfied, following City's reasonable review and approval, by adding the City as a named insured to an existing pollution legal liability insurance policy which otherwise meets the requirements of this Section; provided such existing policy shall not include as an insured party any prior owner or affiliate of any prior owner of the Project Site.

3.13 **No Abandonment**. From and following the commencement of construction of any particular Improvements for the Project, Developer shall not abandon the construction of such Improvements.

ARTICLE 4
OBLIGATIONS OF DEVELOPER

4.1 **Payment of Fees and Costs**.

4.1.1 General. All fees, exactions, dedications, reservations or other impositions to which the Project would be subject, but for this Development Agreement, are referred to in this Development Agreement either as "Administrative Fees" (as defined in Section 4.1.2) or "Development Fees" (as defined in Section 4.1.3.1). Developer shall timely pay or perform, as applicable, all Administrative Fees and Development Fees applicable to the Project or the Project Site in accordance with the terms of this Agreement.

4.1.2 Administrative Fees. As used in this Agreement, "**Administrative Fees**" means fees charged by the City on a City-wide basis in effect at the time to cover the costs of City review of applications for any permit or other approval or review or inspection by City departments. Administrative Fees are not Development Fees. Applications for Subsequent City Approvals shall be charged, and Developer shall timely pay to the City, Administrative Fees to allow City to recover its actual and reasonable costs of processing Subsequent City Approvals. Administrative Fees shall be paid in accordance with any separate Reimbursement Agreement between the City and Developer in effect at the time of such payment, the provisions of which shall control in the event of any conflict with the provisions of this Agreement regarding Administrative Fees. If no such Reimbursement Agreement is then in effect, Administrative Fees shall be paid in accordance with the RMC and the provisions of this Section. Without limiting the foregoing, Developer shall reimburse City or pay directly all reasonable and actual costs relating to the hiring of consultants and the performing of studies as may be necessary to review or process any applications for Project Approvals or perform any related environmental review. Except as otherwise provided in any Project Funding Agreement, prior to engaging the services of any such consultant or authorizing the expenditure of any funds for such consultant, the City shall consult with Developer in an effort to mutually agree to terms regarding (i) the scope of work to be performed, (ii) the projected costs associated with the work, and (iii) the particular consultant that would be engaged to perform the work.

4.1.3 Development Fees.

4.1.3.1 Definition. As used in this Agreement, "**Development Fees**" means all fees, contributions, exactions, dedications, reservations, 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 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. Development Fees do not include: (a) any Administrative Fee; (b) any Mitigation Measure (unless the Mitigation Measure consists of payment of a Development Fee); (c) any Affordable Housing Fees (which are governed by the provisions of Section 3.10); (d) any Community Benefits to be provided by Developer hereunder; (e) taxes or special assessments; (f) any utility connection fees in effect from time to time generally applicable on a City-wide basis to similar land uses as the Project; or (g) any fees, taxes, assessments, or impositions imposed by other entities that the City collects on behalf of such other entities, including without limitation school fees or regional transportation impact fees. all of which shall be due and payable by Developer as and when due in accordance with applicable law.

4.1.3.2 Applicability and Payment.

(a) Generally. No Development Fees shall be applicable to the Project except as provided in this Agreement.. The Project shall be subject only to the Development Fees as set forth in **Exhibit 4.1.3.2** ("**Existing Development Fees**"), except as otherwise expressly permitted by this Section 4.1.3.2 and Section 3.10 . Developer shall pay all applicable Development Fees at the time that Developer applies for or obtains, as applicable, a Building Permit for the Project.

(b) Categories of Development Fees. During the period of the Term between the Effective Date and the date that is seven (7) years after the issuance by the City of the first Permit for Construction for the Project (the "**Freeze Period**"), no new categories of Development Fees (i.e., categories other than those set forth in the Existing Development Fees) shall apply to development of the Project. Any substitute Development Fees that amend or replace the Existing Development Fees shall not be considered new categories of Development Fees except to the extent that they expand the scope of applicability of the Existing Development Fees (e.g., apply an Existing Development Fee to a use that was not previously subject to that Existing Development Fee). At any time from and following expiration of the Freeze Period, the City may apply to the Project any and all new categories of Development Fees that are adopted and imposed by the City on a City-wide basis in compliance with the RMC and other Applicable Law then applicable to the adoption and imposition of such new categories of Development Fees, including without limitation the requirements of the Mitigation Fee Act**.**

(c) Amounts of Development Fees. During the Freeze Period, there shall be no increase in the amounts of the Existing Development Fees except as provided in the following sentence. Effective each anniversary of the Effective Date during the Term, the amounts of all Existing Development Fees shall be increased in accordance with any increase in the ECI during the previous year as determined by the Finance Director of the City

(without any requirement for any review or action by the City Council). In addition to, and without limiting the preceding sentence, at any time from and following expiration of the Freeze Period, the City also may increase the amounts of any and all Development Fees applicable to the Project based upon any increases adopted and imposed by the City on a City-wide basis in compliance with the RMC and other Applicable Law then applicable to the adoption and imposition of such increase in Development Fees, including without limitation the requirements of the Mitigation Fee Act.

4.1.3.3 Fee Credits. Developer shall receive the benefit of any credits against Development Fees ("**Fee Credits**") if and only to the extent any Fee Credits are specifically set forth in **Exhibit 4.1.3.2** or as may be included within any new categories of Development Fees pursuant to Section 4.1.3.2(b), . Developer shall not be eligible for nor receive any Fee Credits (or other credits) for any Community Benefits to be provided by Developer hereunder, and the Community Benefits shall not be reduced by the amounts of any Development Fees or Fee Credits.

4.2 **Prevailing/Living Wages**. The provisions for the payment of prevailing and living wages set forth in this Section 4.2 shall apply with respect to construction of the Public Improvements for the Project. Developer shall and shall cause each of its contractors and their subcontractors to pay prevailing wages and living wages in the construction of the Project as those wages are determined pursuant to Labor Code Sections 1720 et seq. and implementing regulations of the Department of Industrial Relations ("**DIR**") and the City of Richmond's Living Wage Ordinance (RMC Chapter 2.60) (the "**City Living Wage Ordinance**"). Developer shall also comply with the other applicable provisions of Labor Code Sections 1720 et seq., implementing regulations of the Department of Industrial Relations and RMC Chapter 2.60. Developer shall and shall cause each of its contractors and their subcontractors to keep and retain such records as are necessary to determine if such prevailing wages have been paid as required pursuant to Labor Code Sections 1720 et seq. and implementing regulations of DIR. During the construction of the Project, Developer shall or shall cause its contractors to post at the Project Site the applicable prevailing rates of per diem wages. Developer shall indemnify, hold harmless and defend (with counsel reasonably acceptable to the City) the City and City Officials from and against any and all Claims arising out of the failure of Developer and each contractor or subcontractor to pay living wages pursuant to the City Living Wage Ordinance and prevailing wages as determined pursuant to Labor Code Section 1720 et seq. and implementing regulations or to comply with the other applicable provisions of Labor Code Sections 1720 et seq. and implementing regulations of DIR in connection with construction or any other work undertaken in connection with the Project. Notwithstanding the first sentence of this Section 4.2, Developer shall be solely responsible for determining whether construction of any other Improvements within the Project triggers the requirement under Applicable Law to pay prevailing wages and Developer shall comply with any such applicable requirements. The foregoing indemnification obligation of Developer shall extend to any Claims arising out of the failure of Developer, its contractors and subcontractors, to so comply and to pay prevailing wages. The indemnification provisions of this Section 4.2 shall survive the expiration or termination of this Agreement.

4.3 **Equal Opportunity**. Developer covenants for itself and its successors and assigns (including any HOA) that, during the Term, there shall be no discrimination on the basis of race, color, creed, religion, sex, sexual orientation, gender, identity, marital status, national

origin, ancestry, or disability in the development, construction, operation, sale, lease, sublease, transfer, use, occupancy, tenure, or enjoyment of the Project. Developer and its contractors, employees, and agents shall comply with all Applicable Law, including all equal opportunity and fair employment law and regulations applicable to the Project, and including all applicable provisions of the City's Nondiscrimination Clauses in City Contracts Ordinance (RMC, Chapter 2.28), including RMC Section 2.28.030, obligating every contractor or subcontractor under a contract or subcontract with the City for public work or for goods and services to refrain from discriminatory employment or subcontracting practices on the basis of race, color, sex, sexual orientation, gender identity, marital status, national origin, ancestry, or disability of any employee, an applicant for employment or any potential subcontractor.

4.4 **Other Job Requirements**. If and to the extent applicable, developer shall abide by SB 854 providing: (a) no contractor or subcontractor may be qualified to bid on, be listed in a bid proposal, subject to the requirements of California Public Contract Code Section 4104, or engage in the performance of any contract for public work, unless currently registered with the California Department of Industrial Relations ("DIR") and qualified to perform public work pursuant to California Labor Code Section 1725.5 (California Government Code Section 1771.1(a)); (b) no contractor or subcontractor may be awarded a public works contract unless registered with DIR to perform public work pursuant to California Labor Code Section 1725.5 (California Government Code Section 1771.1(a)); and (c) work performed on the Project is subject to monitoring and enforcement by DIR (California Government Code Section 1771.4). Developer shall, or shall cause its contractor, to post at the Project job sites all notices, and take any and all other steps at the Project job sites, required by Applicable Law, including any such notices and steps required pursuant to any Applicable Law with respect to COVID 19. The Project shall be subject to the City's Ordinance Banning the Requirement to Provide Information of Prior Criminal Conviction on All Employment Applications (RMC, Chapter 2.65).

4.5 **Insurance Requirements**.

4.5.1 Required Coverages. At all times during the Term, Developer, at its sole cost, shall procure and maintain in force with respect to the Property and the Project the insurance policies and coverages set forth in this Section 4.5 and shall comply with all other insurance requirements set forth in this Section 4.5.

4.5.1.1 Property Insurance. Property insurance with respect to the Project, covering all risks of loss included in a "special form" or "all risk" insurance policy, and including coverage for earthquake (but only if it is required in connection with a Mortgage and if it is commercially available and affordable at a reasonable price and with a reasonable deductible) and flood, for one hundred percent (100%) of the replacement cost value thereof, with deductible, if any, acceptable to the City (except as hereafter provided), naming "the City and/or the City's designee and City and their successors and assigns" as a Loss Payee, as their interests may appear; provided, however, that flood insurance shall (i) be required only if and to the extent available at commercially reasonable rates either from recognized insurance carriers or through the National Flood Insurance Program, and (ii) be subject to a deductible not exceeding the greater of One Million Dollars ($1,000,000) or such greater amount as may be necessary to make such flood insurance coverage available at commercially reasonable rates as reasonably determined by Developer.

4.5.1.2 Liability and Other Insurance. Such policies of liability, builder's risk and other insurance with such coverages and amounts as set forth in **Exhibit 4.5.3** attached hereto ("**Schedule of Insurance Requirements**"). All references in the Schedule of Insurance Requirements to "City" shall be deemed to refer to "the City and/or the City's designee and City and their successors and assigns" and all references therein to "Contractor" shall be deemed to refer to "Developer."

4.5.2 Contractor Requirements. Developer shall cause its contractors and subcontractors performing any work on the Project to maintain insurance meeting all applicable requirements set forth in the Schedule of Insurance Requirements. Developer also shall cause each HOA to maintain insurance meeting all applicable requirements set forth in the Schedule of Insurance Requirements.

4.5.3 General Requirements.

4.5.3.1 Except as to the pollution legal liability policy required under Section 3.12, all policies of liability insurance required hereunder shall be written on an occurrence basis unless otherwise approved by the City in its sole and absolute discretion and shall name the City, City successors and assigns, and their respective board members, council members, officers, agents, and employees as additional insureds.

4.5.3.2 Not more frequently than once every three (3) years during the Term, City may, upon written notice to Developer, require an increase in the policy limits of any liability insurance required hereunder to an amount reasonably comparable to limits of liability insurance customary for other development projects in California comparable to the Project.

4.5.3.3 All policies of insurance shall be endorsed to provide thirty (30) days' prior written notice of cancellation, reduction in coverage, or intent not to renew to the address established for notices to the City pursuant to Section 11.10.

4.5.3.4 Prior to initiating any work on the Project, and upon the City's request at any other time during the Term, Developer shall provide, or cause to be provided, to the City certificates of insurance, in such forms and with such insurers admitted in California and otherwise reasonably acceptable to the City, evidencing compliance with the requirements of this Section 4.5.

4.6 **Hold Harmless and Indemnification of City**. To the fullest extent permitted by law, Developer shall, defend (with counsel reasonably acceptable to the City), and hold harmless the City, and any community facilities districts organized by the City, and their elected and other officials, officers, agents, and employees ("**Indemnified Partie**s") from and against any third party Claims brought against the Indemnified Parties: (a) to attack, set aside, void or annul this Agreement or the Project Approvals or any other actions of City regarding any development or land use permit, application, license, denial, approval or authorization, including, but not limited to, variances, use permits, developments plans, specific plans, general plan amendments, zoning amendments, Subdivision Maps, approvals and certifications pursuant to CEQA, and/or any mitigations or mitigation monitoring program, or brought against the Indemnified Parties due to

acts or omissions in any way connected to the processing or approvals of entitlements for the Project and this Agreement; (b) resulting or arising from death or injury to any person or for any property damage resulting directly or indirectly from the environmental condition or any other condition of the Project Site existing at any time, to the extent of actual coverage for such Claims and policy limits under the pollution legal liability and other liability policies required to be maintained by Developer under this Agreement; (c) resulting or arising from death or injury to any person or for any damage to or loss of property resulting directly or indirectly from Developer's performance of this Agreement, except to the extent such Claims for death, injury, damage or loss are ultimately determined by a court to be the result of the gross negligence or willful misconduct of the City; or (d) resulting or arising directly or indirectly from any Developer Event of Default. This indemnification shall include, but not be limited to, damages, fees and/or costs awarded against the City, if any, and costs of suit, attorneys' fees (including in-house attorneys' fees) and other costs, liabilities and expenses incurred in connection with such action and the investigation of any Claim, whether incurred by Developer or the City. If Developer is required to defend the City as set forth above, the City shall be entitled to select legal counsel to defend the City, at Developer's cost, that also is reasonably acceptable to Developer. In the event of a court order issued as a result of a successful legal challenge as described in item (a) above, the City shall, to the extent permitted by law or court order, in good faith seek to comply with the court order in such a manner as will maintain the integrity of the Project Approvals and avoid or minimize to the greatest extent possible (i) any impact to the development of the Project as provided for in, and contemplated by, the Vested Elements, or (ii) any conflict with the Vested Elements or frustration of the intent or purpose of the Vested Elements. The provisions of this Section 4.6 are in addition to, and not in any manner limited by, the provisions of Section 4.5, and shall survive the expiration or termination of this Agreement.

4.7 **Provision of Community Benefits**. In connection with the Project, and as referenced in Resolution 91-19, Developer is providing the following benefits to the City and its residents (collectively, "**Community Benefits**"), which are not part of the Development Fees:

4.7.1 Richmond Promise Funding Mechanism. Developer shall provide support for Richmond Promise by incorporating a perpetual funding mechanism into the title for each for-sale residential unit within the Project that will deliver a "resale contribution" to Richmond Promise of 40 basis points on the resale (not the initial sale) of such residential units. This mechanism shall take the form of a recordable deed of trust from Developer, as trustor, in favor of the City, as beneficiary, substantially in the form of **Exhibit 4.7.1** attached hereto and otherwise reasonably acceptable to City (the "**Resale Instrument**"). Developer shall assure that the fully executed Resale Instrument is recorded prior to the recordation of the grant deed for each initial sale of each for-sale residential unit within the Project. Without limiting the foregoing, on a monthly basis during the Term, commencing as of the month in which the issuance of the first Permit for Construction for the Project occurs, or upon such greater frequency as may be requested from time to time by City in writing to Developer, Developer shall provide a written report to the City: (i) specifying any and all initial sales of residential units then anticipated to close within the following 60 days, including with respect to each such sale, the unit type, address, seller, purchaser, anticipated closing date, sale price, and escrow/title company (including contact information) for such sale; (ii) specifying any and all initial sales of residential units that have closed since the date of the last report and including with respect to

each such sale the same information listed in preceding item (i) based upon such information from the closing; and (iii) including certified copies of the recorded Resale Instruments with respect to all residential units specified in preceding items (i) and/or (ii).

4.7.2 Additional Richmond Promise Funding. Developer shall further contribute a total of $2,000,000 to Richmond Promise, payable by Developer in accordance with the schedule established in **Exhibit 4.7.2** attached hereto and incorporated herein by reference (the "**CB Schedule**").

4.7.3 Funding of Local Community Programs. Developer shall provide support for local community programs, such as Richmond BUILD Academy, as designated by the City, in the amount of $1,000,000, payable by Developer in accordance with the CB Schedule.

4.7.4 Construction of Fire Station Improvements. Developer, at its cost and subject to City review and approval (which Developer shall diligently pursue), shall design, obtain permits for, and construct facility improvements to the Richmond Fire Department Station 64 (the "**Station 64 Improvements**"), subject to a $2,000,000 cap on the costs to be paid by Developer for the actual design, permitting and construction of the Station 64 Improvements and subject to the provisions of the next sentence (the "**Station 64 Cap**") and regardless of whether this sum is adequate to complete the Station 64 Improvements. For avoidance of doubt, Developer shall be responsible for payment of all costs for design, engineering, and City plan review, permits, testing, and inspections in connection with the Station 64 Improvements ("**Station 64 Preparation Costs**"); provided, however, that the amount of Station 64 Preparation Costs paid by Developer (excluding any legal fees), up to a maximum amount not exceeding 10% of the Station 64 Cap, shall be credited against the Station 64 Cap. During design and preparation of construction drawings, Developer shall obtain input and feedback from City regarding the proposed scope of the Station 64 Improvements. Upon written request by Developer, City shall provide written responses and/or input to Developer within 30 days of receipt of such request, with any delay beyond such 30 days constituting a Permitted Delay (pursuant and subject to Section 11.6). The construction commencement date for the Station 64 Improvements specified below in this Section 4.7.4 shall toll for every day of such delay by City in providing responses to such Developer requests for information. Not later than 120 days prior to the scheduled commencement of construction of the Station 64 Improvements, Developer shall provide to the City, for the City's review and approval, proposed final plans and specifications and Developer's proposed budget for costs of construction of the Station 64 Improvements indicating that such costs do not exceed the Station 64 Cap. If the City requires any change to such approved plans and specifications at any time prior to commencement or completion of construction of the Station 64 Improvements, which change will cause the costs of construction of the Station 64 Improvements to exceed the Station 64 Cap, Developer shall not be obligated to implement such required changes unless and until City deposits into a segregated account, readily available funds for use by Developer (from the proceeds of any Financing Mechanism or other source of City funding other than the City's general fund) in an amount equal to such excess costs, or has entered into an Operating Memorandum with City on terms mutually acceptable to the Parties assuring Developer of payment or reimbursement of such excess costs. Developer shall not be asked or required to advance funds in excess of the Station 64 Cap. During construction of the Station 64 Improvements, and upon written request by

Developer, City shall provide written responses and/or input concerning the design or construction of the Station 64 Improvements to Developer within 5 business days of receipt of such request, with any delay beyond such 5 business days constituting a Permitted Delay (pursuant and subject to Section 11.6). The construction completion date for the Station 64 Improvements specified below in this Section 4.7.4 shall toll for every day of such delay by City in providing responses to such Developer requests for information. Subject to any applicable Permitted Delay described above, Developer shall complete the plans and specifications for the Station 64 Improvements, obtain all necessary approvals, permits and clearances from the City to construct the Station 64 Improvements, and commence construction of the Station 64 Improvements not later than the date of City issuance of the first Grading Permit for the Project. Subject to any applicable Permitted Delay described above, Developer shall complete construction of the Station 64 Improvements not later than 2 years after the date of City issuance of the first Permit for Construction for the Station 64 Improvements. Construction of the Station 64 Improvements also shall be subject to the provisions of Section 4.8.6. In addition to and without limiting any other remedies provided in this Agreement for a Developer Event of Default, if Developer fails to timely commence construction of the Station 64 Improvements as specified in this Section 4.7.4, subject to the provisions of Article 7 or Article 10 of this Agreement, as applicable, City may, in its sole and absolute discretion and upon written demand to Developer, elect to require Developer to pay to City the entire amount of the Station 64 Cap less the amount of Station 64 Preparation Costs paid to date by Developer (subject to the 10% cap set forth in the second sentence of this Section 4.7.4) within 30 days of such demand. If City elects to exercise this remedy and Developer pays such amount and delivers all plans and specifications (and all rights thereto) for the Station 64 Improvements to the City within such 30 day period, then City shall assume and Developer shall be released from any responsibility to construct the Station 64 Improvements. Prior to issuance of the first Grading Permit for the Project, Developer may elect, in its sole and absolute discretion and upon not less than 30 days prior written notice thereof to City, to make payment to the City of the entire amount of the Station 64 Cap less the amount of Station 64 Preparation Costs paid to date by Developer (subject to the 10% cap set forth in the second sentence of this Section 4.7.4) in lieu of constructing the Station 64 Improvements. If Developer elects to exercise such right and Developer pays such amount and delivers all plans and specifications (and all rights thereto) for the Station 64 Improvements to the City within such 30 day period, then City shall assume and Developer shall be released from any responsibility to construct the Station 64 Improvements.

4.7.5 Construction of Improvements to Booker T. Anderson Park. Developer, at its cost and subject to City review and approval (which Developer shall diligently pursue), shall design, obtain permits for, and construct enhancements and upgrades to the Booker T. Anderson community center and public park (the "**BTA Improvements**"), subject to a $3,000,000 cap on the costs to be paid by Developer for the actual design, permitting and construction of the BTA Improvements and subject to the provisions of the next sentence (the "**BTA Cap**") and regardless of whether this sum is adequate to complete the BTA Improvements. For avoidance of doubt, Developer shall be responsible for payment of all costs for design, engineering, and City plan review, permits, testing, and inspections in connection with the BTA Improvements ("**BTA Preparation Costs**"); provided, however, that the amount of BTA Preparation Costs paid by Developer (excluding any legal fees), up to a maximum amount not exceeding 10% of the BTA Cap, shall be credited against the BTA Cap. During design and preparation of construction drawings, Developer shall obtain input and feedback from

City regarding the proposed scope of the BTA Improvements. Upon written request by Developer, City shall provide written responses and/or input to Developer within 60 days of receipt of such request, with any delay beyond such 60 days constituting a Permitted Delay (pursuant and subject to Section 11.6). The construction commencement date for the BTA Improvements specified below in this Section 4.7.5 shall toll for every day of such delay by City in providing responses to such Developer requests for information Not later than 120 days prior to the scheduled commencement of construction of the BTA Improvements, Developer shall provide to the City, for the City's review and approval, proposed final plans and specifications and Developer's proposed budget for costs of construction of the BTA Improvements indicating that such costs do not exceed the BTA Cap. If the City requires any change to such approved plans and specifications at any time prior to commencement or completion of construction of the BTA Improvements, which change will cause the costs of construction of the BTA Improvements to exceed the BTA Cap, Developer shall not be obligated to implement such required changes unless and until City deposits into a segregated account, readily available funds for use by Developer (from the proceeds of any Financing Mechanism or other source of City funding other than the City's general fund) in an amount equal to such excess costs, or has entered into an Operating Memorandum with City on terms mutually acceptable to the Parties assuring Developer of payment or reimbursement of such excess costs. Developer shall not be asked or required to advance funds in excess of the BTA Cap. During construction of the BTA Improvements, and upon written request by Developer, City shall provide written responses and/or input concerning the design or construction of the BTA Improvements to Developer within 5 business days of receipt of such request, with any delay beyond such 5 business days constituting a Permitted Delay (pursuant and subject to Section 11.6). The construction completion date for the BTA Improvements specified below in this Section 4.7.5 shall toll for every day of such delay by City in providing responses to such Developer requests for information. Subject to any applicable Permitted Delay described above, Developer shall complete the plans and specifications for the BTA Improvements, obtain all necessary approvals, permits and clearances from the City to construct the BTA Improvements, and commence construction of the BTA Improvements not later than the date of City issuance of the first Grading Permit for the Project. Subject to any applicable Permitted Delay described above, Developer shall complete construction of the BTA Improvements not later than 2 years after the date of City issuance of the first Permit for Construction for the BTA Improvements. Construction of the BTA Improvements also shall be subject to the provisions of Section 4.8.6. In addition to and without limiting any other remedies provided in this Agreement for a Developer Event of Default, if Developer fails to timely commence construction of the BTA Improvements as specified in this Section 4.7.5, subject to the provisions of Article 7 or Article 10 of this Agreement, as applicable, City may, in its sole and absolute discretion and upon written demand to Developer, elect to require Developer to pay to City the entire amount of the BTA Cap less the amount of BTA Preparation Costs paid to date by Developer (subject to the 10% cap set forth in the second sentence of this Section 4.7.5) within 30 days of such demand. If City elects to exercise this remedy and Developer pays such amount and delivers all plans and specifications (and all rights thereto) for the BTA Improvements to the City within such 30 day period, then City shall assume and Developer shall be released from any responsibility to construct the BTA Improvements. Prior to issuance of the first Grading Permit for the Project, Developer may elect, in its sole and absolute discretion and upon not less than 30 days prior written notice thereof to City, to make payment to the City of the entire amount of the BTA Cap

less the amount of BTA Preparation Costs paid to date by Developer (subject to the 10% cap set forth in the second sentence of this Section 4.7.5) in lieu of constructing the BTA Improvements. If Developer elects to exercise such right and Developer pays such amount and delivers all plans and specifications (and all rights thereto) for the BTA Improvements to the City within such 30 day period, then City shall assume and Developer shall be released from any responsibility to construct the BTA Improvements.

4.7.6 Construction of San Francisco Bay Trail Facilities. Developer, at its cost and subject to City and applicable Regulatory Agency review and approval (which Developer shall diligently pursue), shall design, engineer, and construct a trailhead with parking and restroom facilities near the southern terminus of South 51st Street to connect to the San Francisco Bay Trail (the "**Trailhead Improvements**"), subject to a $3,000,000 cap on the costs to be paid by Developer for the actual construction of the Trailhead Improvements (the "**Trailhead Cap**") and regardless of whether this sum is adequate to complete the Trailhead Improvements. To the extent that the actual costs paid by Developer to construct the Trailhead Improvements are less than the Trailhead Cap, the remaining balance of the Trailhead Cap shall be paid by Developer to the City or, at City's election in its sole and absolute discretion, to EBRPD, for San Francisco Bay Trail Improvements elsewhere in the South Richmond Priority Development Area at the City's sole and absolute discretion, which may include for widening of the Spine Bay Trail between Point Isabel Regional Shoreline and Meeker Slough Bridge. For avoidance of doubt, and not as part of the Trailhead Cap, Developer shall be responsible for payment of all costs for design, engineering, and City plan review, permits, testing, and inspections in connection with the Trailhead Improvements. During design and preparation of construction drawings, Developer shall obtain input and feedback from the City regarding the proposed scope of the Trailhead Improvements. Upon written request by Developer, City shall provide written responses and/or input to Developer within 30 days of receipt of such request, with any delay beyond two weeks constituting a Permitted Delay (pursuant and subject to Section 11.6). The construction commencement date for the Trailhead Improvements specified below in this Section 4.7.6 shall toll for every day of such delay by City in providing responses to such Developer requests for information. In addition, any delay in processing of an application for the Trailhead Improvements accepted by a Regulatory Agency, in excess of 30 days, shall constitute a Permitted Delay (pursuant and subject to Section 11.6). Not later than 120 days prior to the scheduled commencement of construction of the Trailhead Improvements, Developer shall provide to the City, for the City's review and approval, proposed final plans and specifications and Developer's proposed budget for costs of construction of the Trailhead Improvements indicating that such costs do not exceed the Trailhead Cap. If the City requires any change to such approved plans and specifications at any time prior to commencement or completion of construction of the Trailhead Improvements, which change will cause the costs of construction of the Trailhead Improvements to exceed the Trailhead Cap, Developer shall not be obligated to implement such required changes unless and until City deposits into a segregated account, readily available funds for use by Developer (from the proceeds of any Financing Mechanism or other source of City funding other than the City's general fund) in an amount equal to such excess costs or has entered into an Operating Memorandum with City on terms mutually acceptable to the Parties assuring Developer of payment or reimbursement of such excess costs. Developer shall not be asked or required to advance funds in excess of the Trailhead Cap. During construction of the Trailhead Improvements, and upon written request by Developer, City shall provide written responses and/or input concerning the design or construction of the Trailhead

Improvements to Developer within 5 business days of receipt of such request, with any delay beyond such 5 business days constituting a Permitted Delay (pursuant and subject to Section 11.6). The construction completion date for the Trailhead Improvements specified below in this Section 4.7.6 shall toll (a) for every day of such delay by City in providing responses to such Developer requests for information or (b) for every day of delay in such construction resulting from any order by either the City or applicable Regulatory Agency requiring Developer to stop such construction due to biological or resource concerns. Subject to any applicable Permitted Delay described above, Developer shall complete the plans and specifications for the Trailhead Improvements, obtain all necessary approvals, permits and clearances from the City and the Regulatory Agencies to construct the Trailhead Improvements, and commence construction of the Trailhead Improvements not later than the last to occur of either (a) 60 days after all permits and clearances are issued by the City and applicable Regulatory Agencies for construction of the Trailhead Improvements or (b) the date of City issuance of the first Building Permit for a residential unit of the Project. Subject to any applicable Permitted Delay described above, Developer shall complete construction of the Trailhead Improvements not later than one year after the date of City issuance of the first Permit for Construction for the Trailhead Improvements Construction of the Trailhead Improvements also shall be subject to the provisions of Section 4.8.6. In addition to and without limiting any other remedies provided in this Agreement for a Developer Event of Default, if Developer fails to timely commence construction of the Trailhead Improvements as specified in this Section 4.7.6, subject to the provisions of Article 7 or Article 10 of this Agreement, as applicable, City may, in its sole and absolute discretion and upon written demand to Developer, elect to require Developer to pay the entire amount of the Trailhead Cap within 30 days of such demand. If City elects to exercises this remedy and Developer pays such amount and delivers all plans and specifications (and all rights thereto) for the Trailhead Improvements to the City within such 30 day period, then City shall assume and Developer shall be released from any responsibility to construct the Trailhead Improvements. Developer's obligations under this Section 4.7.6 are in addition to, and not in limitation or in lieu of, the obligations of Developer under those Conditions of Approval obligating Developer to provide trail connections to the San Francisco Bay Trail.

4.7.7 Grants to Community Organizations. Developer shall provide $2,000,000, payable by Developer during the first five years of the Term and in accordance with the CB Schedule, to award grants to highly qualified organizations, as designated by the City, that provide programs to Richmond residents focused on community, youth, and youth sports.

4.7.8 Grant to Public Safety Programs. Developer shall provide a direct grant to the City of Richmond Public Safety and At Risk Youth programs in the amount of $750,000, payable by Developer in accordance with the CB Schedule.

4.7.9 Project Labor Agreement; First Source Hiring Agreement. Prior to the Effective Date, Developer or its general contractor has entered into one or more Project labor and stabilization agreements (collectively, "**Project Labor Agreement**") with respect to all Improvements for the Project (including all Site Improvements and Offsite Improvements), whether public or private, and provided fully executed copies of the Project Labor Agreement to the City. Promptly following the Effective Date, Developer or its general contractor shall provide the City with a list of the building trade crafts which are to be employed on the Project and for which the State of California Department of Apprenticeship Standards has approved an

apprenticeship program. Prior to City issuance of the first Permit for Construction, Developer or its general contractor also shall enter into a First Source Hiring Agreement with City with respect to construction of the Project, pursuant to RMC Chapter 2.56, Local Employment Program, substantially in the form of **Exhibit 4.7.9** attached hereto and otherwise reasonably acceptable to City ("**First Source Hiring Agreement**"). If and to the extent required by Applicable City Regulations, Developer, its contractors and subcontractors shall comply with RMC Chapter 2.50 (Richmond Business Opportunity).

4.7.10 Contribution for Schools. Developer shall fund all applicable school fees of West Contra Costa Unified School District at the rate in effect at the time of Developer's application for any Building Permit.

4.7.11 Funding for Other Community Benefits. In addition to the Community Benefits listed above, Developer shall provide $8,250,000 in funding to the City for community benefits, payable by Developer in accordance with the CB Schedule, to be directed by the City Manager with City Council approval.

4.7.12 Development of a Grocery Store. Developer shall construct within the first Phase of the Project a grocery store of no less than 20,000 square feet, to be completed in a cold shell condition (suitable for a grocery store tenant) not later than the date of issuance of the 300th Certificate of Occupancy for a residential unit within the Project. Developer shall take appropriate steps, at its sole cost, to market such grocery store space to potential grocery store operators (which may include, without limitation, co-operatives).

4.8 **Security for Provision of Community Benefit Improvements**. In order to help assure that the City receives Community Benefits in accordance with this Agreement, Developer shall provide to City, not later than the issuance by the City of the first Permit for Construction of the Community Benefits listed in Sections 4.7.4 through 4.7.6, inclusive ("**CB Improvements**"), the following bonds pursuant to this Section 4.8 as security for the payment and performance of the CB Improvements ("**CB Bonds**"):

4.8.1 Performance Bonds. One or more CB Bonds in a total principal amount of $8,000,000, to secure Developer's performance of the CB Improvements ("**Performance Bond**").

4.8.2 Labor and Materials Bond. One or more CB Bonds in a total principal amount of $4,000,000, to secure Developer's payment for labor and materials for construction of the CB Improvements ("**Labor and Materials Bond**").

4.8.3 Warranty Bond. One or more CB Bonds in a total principal amount of $1,200,000, to warranty and guaranty the CB Improvements, for a period of one year from the date of completion thereof, against defective work, labor or materials ("**Warranty Bond**").

4.8.4 CB Bond Requirements. All CB Bonds shall be in such form and with such provisions reasonably acceptable to the City. The surety for any CB Bonds shall have a current A.M. Best rating of at least "A" and FSC-VIII, and shall be licensed to do business in California. Developer, its contractor(s), and the surety shall stipulate and agree that no change, extension of time, alteration, or addition to the terms of this Agreement, the CB Improvements,

or any plans and specifications for the CB Improvements shall in any way affect its obligations on the CB Bonds.

4.8.5 Release of CB Bonds. The Performance Bond and Labor and Materials Bond shall be released, in whole or part, pursuant to the provisions of RMC section 15.09.790.090.

4.8.6 City Election to Construct CB Improvements. Developer shall provide written notice to the City of its scheduled date for commencement of construction of each CB Improvement at least 120 days prior to such commencement date. Notwithstanding the provisions of Sections 4.7.4 through 4.7.6, inclusive (and separate and apart from the remedies for a Developer Event of Default as described in those Sections), and the preceding provisions of Section 4.8, at any time not later than 90 days prior to Developer's scheduled commencement date of a CB Improvement, the City may elect, in its sole and absolute discretion and upon written notice to Developer, to assume, and to release Developer from, responsibility for the construction of such CB Improvement (but not from Developer's responsibility to pay to City the amounts of the Station 64 Cap, the BTW Cap, and the Trailhead Cap, subject to any credit against the Station 64 Cap or the BTW Cap pursuant to Section 4.7.4 or Section 4.7.5, as applicable); whereupon the Parties shall promptly meet and confer to more precisely determine and coordinate the implementation of such change in responsibility for such construction of such CB Improvement, which shall be set forth in an Operating Memorandum.

4.8.7 Subdivision Security. The CB Bonds are in addition to, and not in lieu of or substitution for, and bonds or other forms of security required by the City in connection with any Subdivision Maps or the performance of or payment for any related Improvements approved by the City for the Project. In no event shall Developer be obligated to post additional bonds for Public Improvements for which CB Bonds already have been posted.

4.9 **Sales Tax Point of Sale Designation**. Developer shall include a provision in its construction contract documents requiring contractors to use diligent good faith efforts (but without increasing the costs of materials) to require all persons and entities providing bulk lumber, concrete, structural steel and pre-fabricated building components, such as roof trusses, to be used in connection with the construction and development of, or incorporated into, the Project, to either (l) obtain a use tax direct payment permit or (2) elect to obtain a sub-permit for the job site of a contract valued at $5 million or more in order to have the local portion of the sales and use tax distributed directly to the City instead of through the County-wide pool.

4.10 **Formation of HOA**. Not later than the date of City issuance of the first Building Permit for the Project, Developer, at its cost, shall establish or cause to be established, in accordance with applicable provisions of the and all other Applicable Law, one or more master associations and sub-associations to own (as applicable), perform and fund the ongoing management, accounting, operation, insurance, maintenance, repair and replacement of any and all private roadways, landscaping, recreation and open space, and other common areas and facilities within the Project, including common area as defined in the Davis Stirling Act ("**HOA**"). The governing documents of the HOA shall be subject to the prior review and written approval of the Director and the City Attorney, which shall not be unreasonably withheld, conditioned, or delayed.

4.11 **Developer Representations and Warranties**. Developer represents, warrants, and covenants to the City, as of the Effective Date and thereafter during the Term, as follows:

4.11.1 Authority. Developer has the legal right to acquire title to the Project Site and all other persons with an ownership or security interest in the Project Site have consented to this Agreement. Developer is a Delaware limited liability company duly organized and validly existing under the laws of the State of Delaware and qualified to transact business in the State of California. The copies of the documents evidencing the formation, organization and governance of Developer which have been delivered to the City are true and correct copies of the originals. Developer has the capacity and full right, power and lawful authority to own its property and perform the terms and covenants of this Agreement, and the execution, delivery and performance of this Agreement by Developer has been fully authorized by all requisite action on the part of Developer. The person(s) executing this Agreement on behalf of Developer has all requisite power, right and authority to do so and to bind Developer to this Agreement.

4.11.2 Priority of Development Agreement. There is no prior lien or encumbrance (other than mechanic's or materialmen's liens, or liens for taxes or assessments that are not yet due) against the Project Site that, upon foreclosure, would be free and clear of the obligations set forth in this Agreement. On or before the Effective Date, Developer shall provide title insurance in form and substance satisfactory to the Director and the City Attorney confirming the absence of any such liens and encumbrances. If there are any such liens and encumbrances, Developer shall obtain recordable written instruments from the beneficiaries thereunder, in the form approved by the Director and the City Attorney, subordinating their interest in the Project Site to this Agreement.

4.11.3 Valid Binding Agreement. This Agreement and all Ancillary Agreements and other documents and instruments which have been executed and delivered by or on behalf of Developer pursuant to or in connection with this Agreement constitute or, if not yet executed or delivered, will when so executed and delivered constitute, legal, valid and binding obligations of Developer, enforceable against Developer in accordance with their respective terms, except as such enforceability may be limited by bankruptcy, insolvency, reorganization, arrangement, and other laws affecting creditors' rights, or by application of equitable principles. Developer has no knowledge of any inability to perform its obligations under this Agreement. The execution and delivery of this Agreement and the Ancillary Agreements by Developer have been duly and validly authorized by all necessary action. No consent, authorization,, or approval of, or other action by, and no notice to or filing with any governmental authority, regulatory body, or any other person is required for the execution, delivery, and performance by Developer of this Agreement or the Ancillary Agreements or any of the terms and covenants herein or therein.

4.11.4 No Breach of Law or Agreement. Neither the execution nor delivery of this Agreement or of any other documents or instruments executed and delivered, or to be executed or delivered, pursuant to this Agreement, nor the performance of any provision, condition, covenant or other term hereof or thereof, will conflict with or result in a breach of or default under any agreement to which Developer or any Developer Member is a party or will result in the creation or imposition of any lien upon any assets or property of Developer or any Developer Member, other than liens established in accordance with this Agreement.

4.11.5 Pending Proceedings. Developer has no knowledge of any default under any law or regulation or under any order of any court, arbitrator, board, commission or agency, and there are no known claims, actions, suits or proceeding pending or, to the knowledge of Developer, threatened against or affecting developer or any Developer Member, at law of in equity, before any court, arbitrator, board, commission or agency which might, if determined adversely to Developer or any Developer member, materially affect developer's ability to perform its obligations under this Agreement.

4.11.6 Development Experience. Developer has sufficient expertise and experience in development of other projects similar in nature and scale to the Project, and adequate financial, personnel and other resources, in order to successfully develop the Project and meet all of its obligations under this Agreement and the Project Approvals.

4.11.7 Financial Statements. The financial statements of Developer and other financial data and information furnished by Developer to the City fairly present the information contained therein.

4.11.8 Taxes. Developer and each Developer Member has filed all federal and other material tax returns and reports required to be filed, and has paid all federal and other material taxes, assessments, fees and other governmental charges levied or imposed upon it, its income or properties otherwise due and payable, except those which are being contested in good faith by appropriate proceedings and for which adequate reserves have been provided in accordance with generally accepted accounting principles. Developer has no knowledge of a proposed tax assessment against Developer or any Developer Member that could, if made, be reasonably expected to have a material adverse effect upon the assets, liabilities (actual or contingent), operations, or condition (financial or otherwise) of Developer, taken as a whole, which would be expected to result in a material impairment of the ability of Developer to commence or complete the Project or meet its other obligations in accordance with the terms of this this Agreement.

Developer shall notify the City within twenty (20) days of becoming aware of any facts or circumstances which would cause any the foregoing representations and warranties contained in this Section 4.11 not to be true. Failure by Developer to provide such notice shall be deemed a Developer Event of Default.

ARTICLE 5
OBLIGATIONS OF CITY

5.1 **No Action to Impede Project Approvals**. City shall take no action nor impose any condition that would conflict with this 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 2.2.2 of this Agreement.

5.2 **Expeditious Processing**. To the extent that a Subsequent Project Approval requires an action to be taken by the City, the City shall timely and promptly process such Subsequent Project Approvals in accordance with Section 2.7. If requested by Developer, the

Parties agree to have their respective staff persons hold regular periodic meetings to discuss the processing of Subsequent Project Approvals. If requested by Developer, the City shall consider retaining outside consultants to assist the City in processing Developer's development applications, at Developer's sole cost.

5.3 **Processing During Third Party Litigation**. The filing of any third party lawsuit(s) against the City or Developer relating to this Agreement, the Project Approvals, or other development issues affecting the Project or the Project Site, shall not delay or stop the development, processing or construction of the Project or the issuance of Subsequent City Approvals unless the third party obtains an injunction or other court order preventing the activity.

ARTICLE 6
MUTUAL OBLIGATIONS

6.1 **Consolidation of Community Benefits Agreement into this Agreement**. Resolution 91-19 provides that Developer would memorialize the provision of the Community Benefits in a Community Benefits Agreement ("**CBA**"). The Parties hereby agree that the provisions of this Agreement pertaining to Community Benefits shall serve as the CBA, eliminating the need for the Parties to enter into a separate CBA.

6.2 **Notice of Completion or Revocation**. Upon the Parties' completion of performance or revocation of this Agreement, a written statement acknowledging such completion or revocation, signed by the appropriate agents of City and Developer, shall be recorded in the Office of the Recorder of the County of Contra Costa, California.

6.3 **Estoppel Certificate**. Either Party may, at any time during the Term, and from time to time, deliver written notice to the other Party requesting such Party to certify in writing that to the best of the knowledge of the certifying Party: (i) this Agreement is in full force and effect and a binding obligation of the Parties, (ii) this Agreement has not been amended or modified either orally or in writing, and if so amended or modified, identifying the amendments or modifications and stating their date and nature, (iii) the requesting Party is not in default in the performance of its obligations under this 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 ("**Estoppel Certificate**").

6.3.1 A Party receiving a request under this Section 6.3 shall execute and return such Estoppel Certificate within thirty (30) days following receipt of the request. The failure of either Party within such thirty (30) days to execute and return such Estoppel Certificate shall constitute a confirmation that this Agreement is in full force and effect and no modification or default exists. Either the City Manager or the Director shall have the right to execute any Estoppel Certificate requested by Developer hereunder.

6.3.2 Each Party acknowledges that third parties with a property interest in the Project Site, including any Mortgagee, acting in good faith may rely upon such an Estoppel Certificate. An Estoppel Certificate provided by the City establishing the status of this

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.

6.4 **Cooperation in the Event of Third-Party Challenge**.

6.4.1 Third Party Challenge. In the event any legal action or proceeding is instituted challenging the validity of any provision of this Agreement, the Project, the Project Approvals, any actions taken pursuant to CEQA, or other approvals under state or City codes, statutes, codes, regulations, or requirements, and any combination thereof relating to the Project or any portion thereof (each, a "**Third-Party Challenge**"), Developer and the City each shall have the right, in its sole discretion, to elect whether or not to defend any Third Party Challenge, to retain its own counsel, and to control its participation and conduct in the litigation in all respects permitted by law. Each Party shall promptly notify the other Party of any Third-Party Challenge instituted against the City or Developer. If both Parties elect to defend, the Parties hereby agree to affirmatively cooperate in defending such Third Party Challenge and to execute a joint defense and confidentiality agreement in order to share and protect information, under the joint defense privilege recognized under Applicable Law. As part of the cooperation in defending any Third Party Challenge, the City and Developer shall coordinate their defense in order to make the most efficient use of legal counsel and to share and protect information. Developer and the City shall each have sole discretion to terminate its defense at any time. Neither Party may settle any Third Party Challenge to this Agreement or the Project Approvals without the other Party's prior written consent, which consent shall not be unreasonably withheld, conditioned or delayed.

6.4.2 Continued Processing. The filing of any Third Party Challenge shall not delay or stop the development, processing or construction of the Project or approval of any Subsequent Approvals, unless the third party obtains a court order preventing the activity. City shall not stipulate to or cooperate in the issuance of any such order without the prior written consent of Developer. In the event of a court order issued as a result of a successful Third Party Challenge, the City shall, to the extent permitted by such court order and Applicable Law, in good faith seek to comply with the court order in such a manner as will maintain the integrity of the Project Approvals and avoid or minimize to the greatest extent possible (i) any impact to the development of the Project as provided for in, and contemplated by, the Vested Elements, or (ii) any conflict with the Vested Elements or frustration of the intent or purpose of the Vested Elements.

6.4.3 Costs and Indemnity. Developer shall reimburse the City for City's actual costs in defense of any Third Party Challenge, including but not limited to the time and expenses of the City Attorney's Office and any consultants. In addition, and without limiting the provisions of Section 4.3, Developer shall and City Officials from any other liability incurred by the City or City Officials s as the result of any Third-Party Challenge, including any award to opposing counsel of attorneys' fees or costs, This Section 6.4 shall survive any judgment invalidating all or any part of this Agreement or any other termination of this Agreement.

6.5 **Good Faith and Fair Dealing**. The Parties shall cooperate with each other and act in good faith in complying with the provisions of this Agreement. In their course of performance under this Agreement, the Parties shall cooperate and shall undertake such actions

as may be reasonably necessary and appropriate to implement the Project as contemplated by this Agreement.

6.6 **Other Necessary Acts**. Each Party shall execute, acknowledge and deliver to the other all further instruments and documents and shall take such further actions as may be reasonably necessary to carry out this Agreement in order to provide and secure to each Party the full and complete enjoyment of its rights and privileges hereunder.

6.7 **Compliance with Financing Plan**. Developer shall at all times comply with applicable provisions of the Financing Plan and Developer and the City shall each at all times comply with their respective obligations under applicable provisions of the Financing Mechanism.

ARTICLE 7
ANNUAL REVIEW OF DEVELOPER'S COMPLIANCE

7.1 **Procedure**. The annual review required by Government Code Section 65865.1 and Section 15.04.811.080 of the RMC shall be conducted for the purposes and in the manner stated in those laws as further provided herein ("**Annual Review**"). As part of each Annual Review, Developer must demonstrate good faith compliance with the provisions of the Development Agreement. Not more than sixty (60) days and not less than forty-five (45) days prior to the Annual Review Date, the Planning Director shall provide Developer with written notice for Developer to provide a letter to the Planning Director containing substantial evidence to show compliance with this Agreement. Within sixty (60) days after Developer submits its letter, the Director shall review the information submitted by Developer and all other available evidence on Developer's compliance with this Agreement. All such other available evidence shall, upon receipt of the City, be made available as soon as possible to Developer. The Planning Director shall notify Developer in writing whether Developer has complied with the terms of this Agreement. If the Director, on the basis of substantial evidence, finds good faith compliance by the Developer with the provisions of the Development Agreement, the Director will issue a finding of compliance, which will be in recordable form and may be recorded with the County Recorder Division after the conclusion of the review. If the Director finds that Developer has not complied with the provisions of the Development Agreement, the Director may issue a finding of noncompliance that may be recorded by the City with the County Recorder after it becomes final. The Director's finding of compliance or noncompliance may be appealed to the City Council within seven (7) days after the issuance of such finding in accordance with Section 15.04.811.080 of the RMC The issuance of a finding of compliance or finding of noncompliance by the Director and the expiration of the appeal period without appeal, or the confirmation by the City Council of the issuance of the finding on such appeal, will conclude the review for the applicable period and such determination will be final. Administrative Costs for the annual review shall be borne by Developer.

7.2 **Noncompliance and Cure**.. If the Director finds that Developer is not in compliance pursuant to Section 15.04.811.080.B of the RMC, the Director must specify in writing to the Developer the respects in which the Developer has failed to comply, and must set forth terms of compliance and specify a reasonable time for the Developer to meet the terms of compliance. Unless alleged noncompliance is threatening immediate and irreparable injury to

the City or concerns an immediate threat to public health and safety, the Director shall grant a cure period of at least sixty (60) days and shall extend the sixty (60) day period if Developer is proceeding in good faith to cure the noncompliance and additional time is reasonably needed for Developer to prosecute such cure to completion.. If Developer does not comply with any terms of compliance within the prescribed time limits, this Agreement will be subject to termination or modification by the City Council pursuant to Section 15.04.811.09 of the RMC. Developer shall have the right to appeal the Director's determination of non-compliance to the City Council.

7.3 **Effect on Permitted Transferees**. If Developer has transferred a portion of the Project to a Permitted Transferee (other than a Developer Affiliate) pursuant to Article 9 of this Agreement, then the Annual Review shall be conducted separately with respect to each such Permitted Transferee. If such Annual Review results in a final determination that such Permitted Transferee has not complied with this Agreement, such determination and any resulting termination or modification of this Agreement by the City shall be effective only as to the Permitted Transferee to whom the determination is made and the portions of the Project Site in which such Permitted Transferee has an interest. Such Permitted Transferee shall have the right to appeal the Director's determination of non-compliance to the City Council. Such a termination or modification shall have no effect on other Permitted Transferees which have an ownership interest in the Property, and which are in compliance with this Agreement.

7.4 **Relationship to Default Provisions**. The rights and powers of the City under this Article 7 are in addition to, and shall not limit, the rights of the City to terminate or take other action under this Agreement on account of the Developer's commission of a Developer Event of Default.

ARTICLE 8
AMENDMENT; TERMINATION

8.1 **Amendment or Termination of Agreement**. This Agreement may be amended from time to time or canceled in whole or in part by mutual consent of both Parties in writing in accordance with the provisions of the Development Agreement Statute and the City Development Agreement Regulations. Review and approval of an amendment to this Agreement shall be strictly limited to consideration of only those provisions to be added or modified. No amendment, modification, waiver or change to this Agreement or any provision hereof shall be effective for any purpose unless specifically set forth in a writing that expressly refers to this Agreement and signed by the duly authorized representatives of both Parties. All amendments to this Agreement shall automatically become part of the Project Approvals. Notwithstanding the foregoing, no amendment of any City Approvals pursuant to Section 8.4, or the approval of a Subsequent City Approval pursuant to Section 2.7, shall require an amendment to this Agreement. Upon approval, any such amendment shall be deemed to be incorporated automatically into the Project and the Vested Elements under this Agreement (subject to any conditions set forth in the amendment or Subsequent City Approval).

8.2 **Expiration; Termination**.

8.2.1 Expiration of Term. Except as otherwise expressly provided in this Agreement, this Agreement shall be deemed terminated and of no further effect upon the expiration of the Term of this Agreement as set forth in Section 1.3. From and following

expiration of the Term, this Agreement shall be deemed terminated and of no further force and effect; provided however, that such expiration shall not affect any right, duty or expiration date arising from the Project Approvals (other than this Agreement) and, provided further that such expiration shall not relieve or release Developer from any obligation under any Reimbursement Agreement(s) between the Parties with respect to the Project or any obligation or liability for any Developer Event of Default arising prior to such expiration.

8.2.2 Survival of Obligations. Upon the expiration or termination of this Agreement as provided herein, neither Party shall have any further right or obligation with respect to the Property under this Agreement except with respect to any obligation that is specifically set forth as surviving the expiration or termination of this Agreement. The expiration or termination of this Agreement for other than a Developer Event of Default shall not affect the validity of the Project Approvals (other than this Agreement).

8.2.3 Termination by City. Notwithstanding any other provision of this Agreement, City shall not have the right to terminate this Agreement with respect to all or any portion of the Property before the expiration of the Term unless the City complies with all termination procedures set forth in the Development Agreement Statute and there is an alleged Developer Event of Default and such Developer Event of Default is not cured pursuant to Article 7 or Article 10 and Developer has first been afforded an opportunity to be heard regarding the alleged default before the City Council and this Agreement is terminated only with respect to that portion of the Property to which the default applies. In the event of such termination by the City, the Project Approvals with respect to such portion of the Property shall automatically terminate and be of no further force or effect notwithstanding any provision to the contrary in the Project Approvals.

8.3 **Operating Memoranda**. The provisions of this Agreement require a close degree of cooperation and flexibility between the City and Developer. The development of the Project may demonstrate that clarifications or modifications to this Agreement are appropriate with respect to the details of performance of the City and Developer. If and when, from time to time during the Term of this Agreement, City and Developer agree that such clarifications are necessary or appropriate, City and Developer shall effectuate such clarifications through operating memoranda approved in writing by City and Developer ("**Operating Memoranda**"), which, after execution, shall be attached hereto as addenda and become a part hereof, and may be further clarified from time to time as necessary with future approval by City and Developer. No such Operating Memoranda shall constitute an amendment to this Agreement requiring public notice or hearing. The City Manager shall make the determination on behalf of the City whether a requested clarification may be effectuated pursuant to this Section 8.3 or whether the requested clarification is of such a character to constitute an amendment hereof pursuant to Section 8.1 above. The City Manager shall be authorized to execute any Operating Memoranda hereunder on behalf of City.

8.4 **Amendments to Project Approvals**. Notwithstanding any other provision of this Agreement, Developer may seek and City may review and grant amendments or modifications to the Project Approvals (including the Subsequent Approvals) subject to the following (except that the procedures for amendment of this Agreement are set forth in Section 8.1).

8.4.1 Amendments to Project Approvals. Project Approvals (except for this Agreement, the amendment process for which is set forth in Section 8.1) may be amended or modified from time to time, but only at the written request of Developer (at the City's discretion, subject to the terms of this Agreement) or with the written consent of Developer (at its sole discretion) and in accordance with Section 3.4 and RMC section 15.04.803.120(A). All amendments to the Project Approvals shall automatically become part of the Project Approvals. The permitted uses of the Property, the maximum density and/or number of residential units and commercial development, the intensity of use, the maximum height and size of the proposed buildings, provisions for reservation or dedication of land for public purposes, the conditions, terms, restrictions and requirements for subsequent discretionary actions, the provisions for Public Improvements and financing of Public Improvements, and the other terms and conditions of development as set forth in all such amendments shall automatically become Vested Elements pursuant to this Agreement (subject to any conditions set forth in the amendments). without requiring an amendment to this Agreement. Amendments to the Project Approvals shall be governed by the Project Approvals and the Applicable City Regulations, subject to Section 3.4. The City shall not request, process or consent to any amendment to the Project Approvals that would affect the Property or the Project without Developer's prior written consent.

8.4.2 Administrative Amendments. Upon the request of Developer for an amendment or modification of any Project Approval, the Director or his/her designee shall determine: (a) whether the requested amendment or modification is minor when considered in light of the Project as a whole in accordance with RMC section 15.04.803.120(A); and (b) whether the requested amendment or modification substantially conforms with the material terms of this Agreement and the Applicable City Regulations. If the Director or his/her designee finds that the requested amendment or modification is both minor and substantially conforms with the material terms of this Agreement and the Applicable City Regulations, the amendment or modification shall be determined to be an "**Administrative Amendment**," and the Director or his/her designee may approve the Administrative Amendment, without public notice or a public hearing. Any request of Developer for an amendment or modification to a Project Approval that is determined not to be an Administrative Amendment as set forth above shall be subject to review, consideration and action pursuant to the Applicable Rules and this Agreement.

ARTICLE 9
TRANSFER AND ASSIGNMENT; RELEASE; RIGHTS OF MORTGAGEES; CONSTRUCTIVE NOTICE

9.1 **Right to Assign**. Provided that there does not then exist a Developer Event of Default, Developer shall have the right at any time during the Term, subject to the provisions of this Section 9.1, to sell, mortgage, hypothecate, assign or transfer all or a portion of its rights, duties and obligations arising under this Agreement (each, a "**Transfer**") to any person, partnership, joint venture, firm or corporation (each, a "**Transferee**"). No Transfer shall be permitted unless made pursuant to a sale, assignment or other transfer of all or a portion of Developer's interest in the Property. Notwithstanding any other provision of this Agreement to the contrary, each of the following Transfers are permitted and shall not require City consent under this Section 9.1:

9.1.1 Any Transfer for financing purposes to secure the funds necessary for construction and/or permanent financing of the Project;

9.1.2 An assignment of this Agreement to a Developer Affiliate; provided such Developer Affiliate executes and delivers to the City a recordable Assignment and Assumption Agreement substantially in the form attached hereto as **Exhibit 9.1.2** and otherwise reasonably acceptable to City ("**Assignment and Assumption Agreement**");

9.1.3 A partial assignment of this Agreement to a Merchant Builder in connection with the sale or transfer of a portion of the Property to that Merchant Builder; provided such Merchant Builder executes and delivers to the City an Assignment and Assumption Agreement;

9.1.4 The sale of one or more of the completed residential units to an occupant thereof;

9.1.5 Transfers of common area to a homeowners or property owners association; or

9.1.6 Dedications and grants of easements and rights of way required in accordance with the Project Approvals.

Any and all other Transfers hereunder shall require the prior written consent of the City, which consent shall not be unreasonably withheld or delayed. City's withholding of consent shall be deemed reasonable if, in light of the proposed Transferee's experience, reputation and financial resources, such Transferee would not, in City's reasonable determination, be able to perform the obligations proposed to be assumed by such Transferee. Such determination shall be made by the City Manager and will be appealable by Developer to the City Council. If City consents to any such Transfer, the Transferee shall, in addition to any other conditions upon such consent, execute and deliver to City an Assignment and Assumption Agreement. Notwithstanding any other provision of this Agreement, any Transfer or attempted Transfer in violation of this Section 9.1 shall be null and void and constitute a Developer Event of Default that shall not be subject to the notice and cure provisions of Article 7 or Article 10. Any Transfer permitted without the City's consent or consented to by the City pursuant to this Section 9.1 is herein referred to as a "**Permitted Transfer**" and the Transferee of a Permitted Transfer is herein referred to as a "**Permitted Transferee**."

9.2 **Release upon Permitted Transfer**. Effective upon any Permitted Transfer pursuant to Section 9.1, except for a Permitted Transfer to a Developer Affiliate pursuant to Section 9.1.2, Developer shall be released from its obligations under Agreement with respect to the Property, or portion thereof so transferred. Thereafter, a default under this Agreement by Developer shall not be considered or acted upon by the City as a default by the Permitted Transferee and shall not affect the Permitted Transferee's rights or obligations hereunder. Likewise, a default by a Permitted Transferee shall not be considered or acted upon by the City as a default by Developer and shall not affect Developer's retained rights and obligations hereunder. The City is entitled to enforce each and every such obligation assumed by the Permitted Transferee directly against the Permitted Transferee as if the Permitted Transferee

were an original signatory to this Agreement with respect to such obligation. Accordingly, in any action by the City against a Permitted Transferee to enforce an obligation assumed by the Permitted Transferee, the Permitted Transferee shall not assert any defense against the City's enforcement of performance of such obligation that is attributable to Developer's breach of any duty or obligation to the Permitted Transferee arising out of the Transfer, or any other agreement or transaction between the Developer and the Permitted Transferee. A Permitted Transfer to a Developer Affiliate shall not relieve or release Developer from any of its obligations hereunder unless otherwise specifically agreed to in writing by the City prior to such Permitted Transfer in City's sole and absolute discretion. Notwithstanding the foregoing provisions of this Section or any other provision of this Agreement to the contrary, a Permitted Transfer shall not relieve or release Developer from: (a) any of its obligations to City to provide all Community Benefits and CB Bonds hereunder; (b) any indemnity obligations of Developer hereunder arising or accruing from any events occurring prior to the Permitted Transfer; or (c) any liability of Developer for any Developer Event of Default occurring prior to the Permitted Transfer unless otherwise specifically agreed to in writing by the City prior to such Permitted Transfer in City's sole and absolute discretion.

9.3 **Rights of Mortgagees; Not Obligated to Construct; Right to Cure Default**.

9.3.1 Mortgagee Protection. This Agreement shall not prevent or limit Developer in any manner, at Developer's sole discretion, from encumbering the Property or any portion thereof or any improvement thereon by any mortgage, deed of trust or other security device securing financing with respect to the Property ("**Mortgage**"). This Agreement shall be superior and senior to any lien placed upon the Property or any portion thereof after the date of recording this Agreement, including the lien of any Mortgage. Notwithstanding the foregoing, no breach hereof shall defeat, render invalid, diminish or impair the lien of any Mortgage made in good faith and for value, but all of the terms and conditions contained in this Agreement shall be binding upon and effective against and inure to the benefit of any person or entity, including any deed of trust beneficiary or mortgagee ("**Mortgagee**") who acquires title to the Property, or any portion thereof, by foreclosure, trustee's sale, deed in lieu of foreclosure, or otherwise.

9.3.2 Mortgagee Not Obligated. Notwithstanding the provisions of Section 9.3.1, no Mortgagee (including a Mortgagee who obtains title to Developer's interest in the Property or the Project or any portion thereof as a result of foreclosure proceedings or transfer in lieu of foreclosure) shall in any way be obligated by the provisions of this Agreement to construct or complete the Project, unless the Mortgagee expressly assumes such obligation by written notice to the City or by written agreement with the City. Nothing in this Agreement shall be deemed to construe, permit or authorize any such Mortgagee to devote the Property or the Project 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, or by the Project Approvals and Applicable City Regulations, and only to the extent Mortgagee complies with the terms of this Agreement and executes and delivers to the City, in a form and with terms reasonably acceptable to the City, an assumption agreement of Developer's obligations hereunder.

9.3.3 Notice of Default to Mortgagee, Right of Mortgagee to Cure. If the City timely receives a notice from a Mortgagee requesting a copy of any Notice of Default given to

Developer hereunder and specifying the address for service thereof, then City shall deliver to such Mortgagee, concurrently with service thereon to Developer, any notice given to Developer with respect to any claim by the City that Developer has committed a default, and if the City makes a determination of noncompliance hereunder, City shall likewise serve notice of such noncompliance on such Mortgagee concurrently with service thereof on Developer. If Developer does not cure or remedy the claimed default within the applicable cure period set forth in this Agreement, then the City shall provide notice of such ("**Developer Non-Cure Notice**") to each Mortgagee who has previously made a written request to the City therefore. Each such Mortgagee shall (insofar as the rights of the City are concerned) have the right, at its option, to cure or remedy or commence to cure or remedy any such default within (a) fifteen (15) days (with respect to monetary defaults only) after receipt of the Developer Non-Cure Notice, or (b) sixty (60) days (with respect to non-monetary defaults), after receipt of the Developer Non-Cure Notice unless a further extension of time to cure is granted in writing by City. In case of a default which is not susceptible of being cured by such Mortgagee (including a bankruptcy of Developer), such Event of Default does not have to be cured. If a Mortgagee is required to obtain possession of the Property (or a portion thereof) in order to cure or remedy any claimed Event of Default, the time to cure shall be tolled so long as the Mortgagee is attempting in good faith to obtain possession, including by appointment of a receiver or foreclosure, and the Mortgagee shall be deemed to have timely cured or remedied the claimed Event of Default, provided the Mortgagee commences the proceedings necessary to obtain possession within sixty (60) days after receipt of the Developer Non-Cure Notice, diligently pursues such proceedings to completion, and after obtaining possession diligently completes such cure or remedy.

9.3.4 Multiple Mortgagees. If at any time there is more than one Mortgage constituting a lien on any portion of the Project Site, the lien of the Mortgagee prior in lien to all others on that portion of the mortgaged property shall be vested with the rights under this Section 9.3 to the exclusion of the holder of any junior mortgage; provided that if the holder of the senior Mortgage notifies the City that it elects not to exercise the rights sets forth in this Section 9.3, then each holder of a Mortgage junior in lien in the order of priority of their respective liens shall have the right to exercise those rights to the exclusion of junior lien holders. Neither any failure by the senior Mortgagee to exercise its rights under this Agreement nor any delay in the response of a Mortgagee to any notice by the City shall extend Developer's or any Mortgagee's rights under this Section 9.3. For purposes of this Section 9.3, in the absence of an order of a court of competent jurisdiction that is served on the City, a then-current title report of a title company licensed to do business in the State of California and having an office in the City setting forth the order of priority of lien of the Mortgages shall be reasonably relied upon by the City as evidence of priority.

9.3.5 Bankruptcy. Notwithstanding the foregoing provisions of Section 9.3.3, if any Mortgagee is prohibited from commencing or pursues and prosecuting foreclosure or other appropriate proceedings in the nature thereof by any process or injunction issued by any court or by reason of any action by any court having jurisdiction of any bankruptcy or insolvency proceeding involving City, the times specified in Section 9.3.3 for commencing or prosecuting foreclosure or other proceedings following notice by the City shall be extended for the period of the prohibition.

9.3.6 New Agreement upon Most Senior Mortgagee's Request. City agrees that in the event of termination of this Agreement by reason of any Developer Event of Default, or by reason of the disaffirmance hereof by a receiver, liquidator or trustee for Developer or its property, City, if requested by the most senior Mortgagee, shall use reasonable efforts to enter into a new Agreement for the Project directly with the most senior Mortgagee requesting such new Agreement, for the remainder of the Term, effective as of the date of such termination, upon the terms, provisions, covenants and agreements as herein contained to the extent and subject to the law then in effect, and subject to the rights, if any, of any parties then in possession of any part of the Property; provided: (a) such Mortgagee shall make written request upon City for the new Agreement for the Project within thirty (30) days after the date of termination; (b) such Mortgagee shall pay to City at the time of the execution and delivery of the new Agreement for the Project all expenses, including reasonable attorneys' fees, to which City shall have been subjected by reason of Developer's default and all expenses, including reasonable attorneys' fees, incurred by City in connection with the negotiation and preparation of the new Agreement; and (c) such Mortgagee shall perform and observe all covenants herein contained on Developer's part to be performed, and shall further remedy any other conditions which Developer under the terminated agreement was obligated to perform under its terms, to the extent the same are curable or may be performed by such Mortgagee. Nothing contained herein shall require any Mortgagee to enter into a new Agreement pursuant to this Section, and City shall not be deemed in default hereunder for any failure to enter into a new Agreement pursuant to this Section.

9.4 **Constructive Notice**. Every person or entity who now or hereafter owns or acquires any right, title or interest in or to any portion of the Project or the Project Site and undertakes any development activities at the Project Site is, and shall be, constructively deemed to have consented and agreed to, and is obligated by, all of the terms and conditions of this Agreement, whether or not any reference to this Agreement is contained in the instrument by which such person acquired an interest in the Project or the Project Site.

ARTICLE 10
ENFORCEMENT OF AGREEMENT; REMEDIES FOR DEFAULT; DISPUTE RESOLUTION

10.1 **Events of Default**. Subject to any extensions of time by mutual consent of the Parties in writing, and subject to the provisions of Section 11.6 regarding Permitted Delays and a Mortgagee's right to cure pursuant to Section 9.3, any failure by either Party ("**Defaulting Party**") to perform any material term or provision of this Agreement shall constitute an event of default by the Defaulting Party ("**Event of Default**") (i) if such Defaulting Party does not cure such failure within sixty (60) days (such sixty (60) day period is not in addition to any sixty (60) day cure period under Section 7.2, if Section 7.2 is applicable) following written notice of default from the other Party ("Notice of Default"), where such failure is of a nature that can be cured within such sixty (60) day period, or (ii) if such failure is not of a nature which can be cured within such sixty (60) day period, the Defaulting Party does not within such sixty (60) day period commence efforts to cure such failure, or thereafter does not within a reasonable time prosecute to completion such cure. Any Notice of Default given hereunder shall specify in detail the nature of the failures in performance that the noticing Party claims constitutes the Event of Default, all facts constituting substantial evidence of such failure, and the manner in which such failure may be satisfactorily cured in accordance with the terms and conditions of this

Agreement. During the time periods herein specified for cure of a failure of performance, the Defaulting Party shall not be considered to be in default for purposes of (a) termination of this Agreement, (b) institution of legal proceedings with respect thereto, or (c) issuance of any Subsequent City Approval with respect to the Project. The waiver by either Party of any Event of Default under this Agreement shall not operate as a waiver of any subsequent breach of the same or any other provision of this Agreement.

10.2 **Meet and Confer**. During the time periods specified in Section 10.1 for cure of a failure of performance, the Parties shall meet and confer in a timely and responsive manner, to attempt to resolve any matters prior to litigation or other action being taken, including without limitation any action in law or equity; provided, however, nothing herein shall be construed to extend the time period for this meet and confer obligation beyond the sixty (60) day cure period referred to in Section 10.1 (even if the sixty (60) day cure period itself is extended pursuant to Section 10.1(ii)) unless the Parties agree otherwise in writing. The inability of the Parties to timely meet and confer or to resolve any matter pursuant to this Section 10.2 shall not be deemed an Event of Default hereunder.

10.3 **Remedies and Termination**. If, after notice and expiration of the cure periods and procedures set forth in Sections 10.1 and 10.2 (subject to the provisions of Section 10.2), the alleged Event of Default is not cured, the non-Defaulting Party, at its option, may institute legal proceedings pursuant to Section 10.4 and/or terminate this Agreement pursuant to Section 8.2.3 or Section 10.4.2 (as applicable). In the event that this Agreement is terminated pursuant to Section 8.2.3 or Section 10.4.2 and litigation is instituted that results in a final decision that such termination was improper, then this Agreement shall immediately be reinstated as though it had never been terminated.

10.4 **Legal Action by Parties**.

10.4.1 Remedies. Either Party may, in addition to any other rights or remedies, institute legal action to cure, correct or remedy any Event of Default, enforce any covenant or agreement herein, enjoin any threatened or attempted violation thereof, enforce by specific performance the obligations and rights of the Parties hereto or to obtain any remedies consistent with the purpose of this Development Agreement. Without limiting the foregoing, in the event of a Developer Event of Default (that is not timely cured in accordance with Section 10.1), City may cease and terminate all processing of any applications for Subsequent City Approvals. All remedies shall be cumulative and not exclusive of one another, and the exercise of any one or more of these remedies shall not constitute a waiver or election with respect to any other available remedy.

10.4.2 Limited Damages. Except as expressly set forth in this Section 10.4.2, neither Party shall be liable in damages for any default under this Agreement, it being expressly understood and agreed that, except as set forth below, the sole legal remedy available to either Party for a breach or violation of this Development Agreement by the other Party shall be an action in mandamus, specific performance or other injunctive or declaratory relief to enforce the provisions of this Agreement by the other Party, or to terminate this Agreement. This limitation on damages shall not preclude actions by a Party to enforce payments of monies or the performance of obligations requiring an obligation of money from the other Party pursuant to

any of the following: (a) to make payment of Community Benefits; (b) to make payment due under any indemnity in this Agreement; (c) to advance or reimburse monies; or (d) to pay attorneys' fees and costs as set forth in Section 10.5 or when required by an arbitrator or a court with jurisdiction. In no event shall either Party be liable hereunder for any consequential, special, or punitive damages. Notwithstanding anything to the contrary contained in this Agreement, in no event shall: (i) any partner, officer, director, member, shareholder, employee, affiliate, manager, representative, or agent of Developer be personally liable for any breach of this Agreement by Developer or for any amount which may become due to the City under the terms of this Agreement; or (b) the City Council, the Planning Commission, or any other board, commission,, department, member, commissioner, officer, agent or employee of the City be personally liable for any breach of this Agreement by City or for any amount which may become due to Developer under the terms of this Agreement. In connection with the foregoing provisions of this Section, each Party acknowledges, warrants and represents that it has been fully informed with respect to, and represented by counsel of such Party's choice in connection with, the rights and remedies of such Party hereunder and the waivers herein contained, and after such advice and consultation has presently and actually intended, with full knowledge of such Party's rights and remedies otherwise available at law or in equity, to waive and relinquish such rights and remedies to the extent specified herein, and to rely to the extent herein specified solely on the remedies provided for herein with respect to any breach of this Agreement by the other Party.

10.5 **Attorneys' Fees**. Should any legal action be brought by either Party against the other for default under this Agreement or to enforce or interpret any provision hereof, the Party prevailing in such action shall be entitled to recover against the non-prevailing Party its reasonable attorneys' fees (including in-house attorneys' fees) and costs incurred in such action. For purposes of this provision and the provisions of Section 4.3, the fees of in-house attorneys shall be based on the fees then regularly charged by public attorneys with the equivalent number of years of experience in the subject matter area of the law for which such services were rendered who practice in San Francisco Bay Area law firms. The provisions of this Section 10.5 shall survive the expiration or termination of this Agreement.

10.6 **No Waiver**. No waiver of any provision of this Agreement shall be binding unless executed in writing by the Party making the waiver. No waiver of any provision of this Agreement shall be deemed to constitute a waiver of any other provision, whether or not similar, nor shall any waiver constitute a continuing waiver unless the written waiver so specifies. Failure or delay in giving notice of default shall not constitute a waiver of default, nor shall it change the time of default. Except as otherwise expressly provided in this Agreement, any failure or delay by a Party in asserting any of its rights or remedies as to any default shall not operate as a waiver of any default or of any such rights or remedies; nor shall it deprive any such Party of its right to institute and maintain any actions or proceedings that it may deem necessary to protect, assert, or enforce any such rights or remedies.

10.7 **Joint and Several Liability**. If the Developer consists of more than one person or entity with respect to a legal parcel within the Project Site, then the obligations of each person and/or entity shall be joint and several, subject to the provisions of Section 10.4.2.

ARTICLE 11
MISCELLANEOUS PROVISIONS

11.1 **Entire Agreement**. This Agreement, including the preamble paragraph, Recitals and Exhibits, and the Ancillary Agreements constitute the entire understanding and agreement between the Parties with respect to the subject matter of this Agreement.

11.2 **Binding Covenants; Run With the Land**. All of the provisions, agreements, rights, powers, standards, terms, covenants and obligations contained in this Agreement shall be binding upon the Parties and their respective successors (by merger, reorganization, consolidation, or otherwise) and assigns, devisees, administrators, representatives, lessees, and all of the persons or entities acquiring the Property or any portion thereof, or any interest therein, whether by operation of law or in any manner whatsoever, and shall inure to the benefit of the Parties and their respective successors (by merger, consolidation or otherwise) and assigns. All of the provisions of this Agreement shall be enforceable as equitable servitudes and constitute covenants running with the land pursuant to Applicable Law, including but not limited to, Section 1468 of the Civil Code of the State of California. Each covenant to do, or refrain from doing, some act on the Property hereunder (i) is for the benefit of such Property and is a burden upon such Property, (ii) runs with such Property, (iii) is binding upon each Party and each successive owner during its ownership of such Property or any portion thereof, and (iv) each person or entity having any interest therein derived in any manner through any owner of such Property, or any portion thereof, and shall benefit the Property hereunder, and each other person or entity succeeding to an interest in such Property.

11.3 **Applicable Law and Venue**. This Agreement has been executed and delivered in and shall be interpreted, construed, and enforced in accordance with the laws of the State of California, without reference to any of its conflict of laws principles.. All rights and obligations of the Parties under this Agreement are to be performed in the City and the County of Contra Costa. The exclusive venue for any disputes or legal actions hereunder or arising out of or in connection with this Agreement shall be the Superior Court of California in and for the County of Contra Costa and all parties waive their respective rights to change venue pursuant to Section 394 of the Code of Civil Procedure.

11.4 **Construction of Agreement**. The Parties have mutually negotiated the terms and conditions of this Agreement and its terms and provisions have been reviewed and revised by legal counsel for both City and Developer. Accordingly, no presumption or rule that ambiguities shall be construed against the drafting Party shall apply to the interpretation or enforcement of this Agreement. Language in this Agreement shall be construed as a whole and in accordance with its true meaning. Article and Section headings in this Agreement are for convenience of reference only and shall not affect the meaning or interpretation of any provision of this Agreement. As used herein: (a) the singular shall include the plural (and vice versa) and the masculine or neuter gender shall include the feminine gender (and vice versa) where the context so requires; (b) locative adverbs such as “herein,” “hereto,” “hereof,” and “hereunder” shall refer to this Agreement in its entirety and not to any specific section or paragraph; (c) the terms “include,” “including,” and similar terms shall be construed as though followed immediately by the phrase “but not limited to;” (d) “shall” and “must” are mandatory and “may” is permissive; and (e) “or” is not necessarily exclusive. Each reference in this Agreement to this Agreement

shall be deemed to refer to this Agreement as amended from time to time pursuant to the provisions of this Agreement, as applicable, whether or not the particular reference refers to such possible amendment.

11.5 **Project Is a Private Undertaking; No Joint Venture or Partnership**.

11.5.1 The development proposed to be undertaken by Developer on the Project Site is a private development, except for that portion to be devoted to Public Improvements to be constructed by Developer. Developer is not a state or governmental actor with respect to any activity conducted by the Developer hereunder. City has no interest in, responsibility for, or duty to third persons concerning any of said Improvements.

11.5.2 Nothing in this Agreement, in any actions or negotiations leading to this Agreement, in any acts or omissions under this Agreement, or otherwise is intended to or does establish the City and Developer as partners, co-venturers, or principal and agent with one another. Accordingly, except as expressly set forth herein, the City shall have no rights, powers, duties or obligations with respect to the construction, development, operation, maintenance, management, marketing or sales of the Project. Developer shall defend (with counsel reasonably acceptable to the City), indemnify, and hold harmless the City and City Officials from and against any Claims made against the City arising from a claimed relationship of partnership or joint venture between the City and Developer with respect to the construction, development, operation, maintenance or management of the Project. The provisions of this Section 11.5 shall survive the cancellation or termination of this Agreement.

11.6 **Force Majeure**. Subject to the limitations set forth below, performance by any Party of its obligations hereunder shall be excused and the required date for performance thereof shall be extended day for day during any period of "**Permitted Delay**" as hereinafter defined. For purposes hereof, Permitted Delay shall mean delay beyond the reasonable control and without the fault of the Party claiming the delay (and despite the good faith efforts of such Party) first arising after the Effective Date (except for item (xii) below) including, but not limited to: (i) acts of God; (ii) civil commotion; (iii) riots; (iv) strikes, picketing or other labor disputes; (v) shortages of materials or supplies; (vi) damage to work in progress by reason of fire, floods, earthquake or other casualties; (vii) an Event of Default of the other Party; (viii) as to City only, with respect to completion of the Annual Review or to processing applications for City Approvals, the failure, delay or inability of Developer to provide adequate information or substantiation as reasonably required to complete the Annual Review or process applications for City Approvals; (ix) restrictions imposed or mandated by any Regulatory Agencies, or delays by any Regulatory Agencies in processing any Regulatory Agency Approvals; (x) enactment of conflicting state or federal laws or regulations, (xi) judicial decisions or similar legal incapacity to perform, (xii) epidemics and pandemics, including COVID 19-induced restrictions on the ability of any Party to perform its obligations of this Agreement; and (xiii) litigation brought by a third party attacking the validity of this Agreement. Developer's inability to obtain Project or other financing and any Party's inability to make a payment when due shall not be the basis of a Permitted Delay. Any Party claiming a Permitted Delay shall notify the other Party (or Parties) in writing of such delay within 30 days after the commencement of the delay, which notice shall specify the nature and estimated length of the Permitted Delay ("**Permitted Delay Notice**"). An extension of time hereunder for any Permitted Delay shall be for the period of the Permitted

Delay and shall be deemed granted if the Party receiving the Permitted Delay Notice does not object to such extension in writing, as not complying with the provisions of this Section, within 15 days after receiving the Permitted Delay Notice. Upon such an objection, the Parties shall meet and confer within 30 days after the date of the objection in a good faith effort to resolve their disagreement as to the existence and length of the Permitted Delay. If no mutually acceptable solution can be reached, either Party may take action as may be permitted under Articles 8 or 10 above.

11.7 **Recordation**. Pursuant to Section 65868.5 of the Development Agreement Statute the City Clerk shall have a copy of the Agreement recorded with the Contra Costa County Recorder within ten (10) days after execution of the Agreement or any amendment thereto, with costs to be borne by Developer. It is understood and agreed by Developer and the City that the recordation of this Agreement shall affect only Developer's interest in the Project Site (including any real property acquired by Developer after the Effective Date, subject to Section 1.1.3).

11.8 **Signature in Counterparts**. This Agreement and any Ancillary Agreements 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. The Parties shall be entitled to rely upon facsimile copies or electronic copies of the Parties' signatures to this Agreement and any instrument executed in connection herewith. Notwithstanding the foregoing, promptly after sending a facsimile or electronic copy of its signature hereon, each Party shall promptly provide the other with an executed original counterpart, although the failure to provide such counterpart shall not limit the effectiveness of this Agreement.

11.9 **Computation of Time; Time of the Essence**. All references in this Agreement to "days" shall mean calendar days unless expressly referred to as "business days." The time in which any act is to be done under this Agreement is computed by excluding the first day, and including the last day, unless the last day is a Saturday, Sunday or holiday, and then that day is also excluded. If the day for performance of any obligation under this Agreement is a Saturday, Sunday or holiday, then the time for performance of that obligation shall be extended to the first following day that is not a Saturday, Sunday or holiday. The term "holiday" shall mean all holidays as specified in Sections 6700 and 6701 of the California Government Code. If any act is to be done by a particular time during a day, that time shall be Pacific Time Zone time. Time is of the essence in the performance of each and every covenant and obligation to be performed by the Parties under this Agreement.

11.10 **Notices**. Any notice, demand or other communication required to be given by Developer or the City under or pursuant to this Agreement shall be in writing and shall be sufficiently given if (a) addressed as set forth below and (b) delivered in one of the following ways, and shall be deemed to have been delivered or received (i) three (3) days after the date when deposited in the United States registered or certified mail, return receipt requested, with postage prepaid (except in the event of a postal disruption, by strike or otherwise, in the United States), (ii) when personally delivered, (iii) when sent by facsimile or electronic (email) transmission, provided receipt was promptly confirmed in writing by another means of notice allowed in this Section 11.10 within one (1) business day, or (iv) one business day after the date deposited with a nationally recognized courier service (e.g., Federal Express) for next day

delivery. The current principal office addresses, email addresses and facsimile numbers of the City and Developer are as follows:

To City:	City of Richmond. 450 Civic Center Plaza Richmond, CA 94804 Attention: City Manager
With a copy to:	City Attorney's Office City of Richmond 450 Civic Center Plaza Richmond, CA 94804 Attention: City Attorney
With a copy to:	Holland & Knight 50 California Street, Suite 2800 San Francisco, CA 94111 Attn: David L. Preiss, Esq.
To Developer:	HRP Campus Bay Property LLC c/o Hilco Redevelopment Partners 111 S. Wacker Drive, Suite 3000 Chicago, IL 60606 Attn: Anne Garr
With a copy to:	Allen Matkins Leck Gamble Mallory & Natsis LLP 1900 Main Street, Fifth Fl. Irvine, CA 92614 Attn: John C. Condas, Esq.

Either Party to this Agreement may at any time, upon written notice to the other Party, designate any other person or address in substitution of the person and address to which such notice or communication shall be given.

If failure to respond to a specified notice, request, demand 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 specifically provided under this Agreement, the notice, request, demand 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.

11.11 **No Third Party Beneficiaries**. This Agreement and all provisions hereof is made and entered into for the sole protection and benefit of City, Developer and their successors and assigns. No other person shall have right of action based upon any provision in this Agreement.

11.12 **Conflict of Interest**. No member, official or employee of the City shall make any decision relating to this Agreement which affects his or her personal interest or the interest of any corporation, partnership or association in which he or she is directly or indirectly interested.

11.13 **Severability**. If any term, provision, covenant, or condition of this Agreement or its application to any Party or circumstance is held by a court of competent jurisdiction to be invalid, void, or unenforceable to any extent, the remaining provisions of this Agreement or the application of the term, provision, condition or covenant to persons or circumstances other than those as to whom or which it is invalid or unenforceable, shall not be affected and shall continue in full force and effect to the fullest extent permitted by law, unless enforcement of the remaining portions of the Agreement would be unreasonable or grossly inequitable under all the circumstances or would frustrate the purposes of this Agreement.

11.14 **Further City Actions**. Except as may be otherwise specifically provided herein, whenever any approval, notice, direction, consent, request, waiver or other action by the City is required or permitted under this Agreement, such action may be given, made, or taken by the City Manager on behalf of the City, or by any person who shall have been designated in writing to Developer by the City Manager, without further approval or authorization required by the City Council, and any such action shall be in writing; provided, however, that the City Manager may seek such authorization when he or she deems it appropriate in his or her sole and absolute discretion. The City Manager may also, at his or her discretion, agree in writing to modification of the dates by which actions are to be completed or to waive non-substantive terms and conditions of this Agreement, to make non-substantive amendments to this Agreement in furtherance of the goals and objectives of this Agreement, or to make reasonable modifications to this Agreement requested by Mortgagees. The City Manager or his or her designee is authorized to execute and deliver, on behalf of the City, any ancillary documents and to take any action necessary or desirable to effectuate the provisions and intent of this Agreement.

[Signatures on Next Page]

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

CITY

CITY OF RICHMOND, a municipal corporation and charter city

By: _____
Name: _____
Title: _____

ATTESTATION:

Approved on _____, 2020

City Council Ordinance No. _____

By:_____, City Clerk

APPROVED AS TO FORM:

_____,
City Attorney

DEVELOPER

HRP CAMPUS BAY PROPERTY, LLC, a Delaware limited liability company

By: _____
Name: Roberto E. Perez
Its: President and authorized signatory

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 _____)

On _____, 20__, before me _____, a Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature: _____

(Seal)

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 _____)

On _____, 20__, before me _____, a Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature: _____

(Seal)

EXHIBIT A

LEGAL DESCRIPTION OF PROPERTY

EXHIBIT A

LEGAL DESCRIPTION

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF RICHMOND, IN THE COUNTY OF CONTRA COSTA, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

PARCEL 1, CONSISTING OF PARCELS 1-A THROUGH 1-D:

PARCEL 1-A:

ALL THAT CERTAIN REAL PROPERTY SITUATE IN THE CITY OF RICHMOND, COUNTY OF CONTRA COSTA, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

BEING A PORTION OF LOT 22 AS SAID LOT IS DESIGNATED ON THE MAP ENTITLED MAP OF THE SAN PABLO RANCHO ACCOMPANYING AND FORMING A PART OF THE FINAL REPORT OF THE REFEREES IN PARTITION, FILED MARCH 1, 1894, RECORDS OF CONTRA COSTA COUNTY, AND A PORTION OF THOSE LANDS SHOWN ON THE OFFICIAL MAP OF THE TOWN OF STEGE, FILED JANUARY 22, 1903 IN VOLUME E OF MAPS AT PAGE 98, RECORDS OF CONTRA COSTA COUNTY, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE SOUTHEASTERLY RIGHT OF WAY LINE OF SOUTH 46TH STREET (FORMERLY LAUREL AVENUE) AS SAID STREET IS SHOWN ON THE MAP OF KEYSTONE BUSINESS BLOCKS FILED JUNE 1, 1912 IN VOLUME 7 OF MAPS AT PAGE 161, CONTRA COSTA COUNTY RECORDS, SAID POINT BEING THE SOUTHWESTERLY CORNER OF THAT CERTAIN PARCEL OF LAND DESCRIBED IN THE DEED TO THE CITY OF RICHMOND RECORDED JUNE 7, 1952 IN BOOK 1957 AT PAGE 355, CONTRA COSTA COUNTY RECORDS; THENCE ALONG THE SOUTHWESTERLY LINE OF SAID CITY OF RICHMOND PARCEL, SOUTH 64°27'20" EAST, 150.66 FEET TO THE SOUTHEASTERLY CORNER OF LAST SAID PARCEL, SAID CORNER BEING A POINT IN THE NORTHWESTERLY RIGHT OF WAY LINE OF SOUTH 47TH STREET (FORMERLY BAY STREET) AS SAID STREET IS SHOWN ON SAID OFFICIAL MAP OF THE TOWN OF STEGE, SAID POINT BEING THE NORTHERLY CORNER OF THAT PORTION OF SAID 47TH STREET DESCRIBED IN THE ORDER OF VACATION NO. 625 RECORDED AUGUST 19, 1959 IN BOOK 3436 AT PAGE 261, OFFICIAL RECORDS OF CONTRA COSTA COUNTY; THENCE ALONG THE NORTHEASTERLY LINE OF SAID PARCEL DESCRIBED IN ORDER OF VACATION NO. 625, SOUTH 64°45'09" EAST, 66.63 FEET TO A POINT ON THE SOUTHEASTERLY RIGHT OF WAY LINE OF SAID 47TH STREET, SAID POINT BEING THE WESTERLY CORNER OF THAT CERTAIN PARCEL OF LAND DESCRIBED IN ORDER OF VACATION NO. 852 RECORDED AUGUST 3, 1989, IN BOOK 15241 AT PAGE 749, OFFICIAL RECORDS OF CONTRA COSTA COUNTY; THENCE LEAVING SAID SOUTHEASTERLY RIGHT OF WAY LINE, ALONG THE NORTHERLY AND NORTHEASTERLY LINE OF SAID PARCEL DESCRIBED IN ORDER OF VACATION NO. 852, THE FOLLOWING TWO COURSES:

1. EASTERLY AND SOUTHEASTERLY ALONG THE ARC OF A 35.00 FOOT RADIUS, NON-TANGENT CURVE TO THE RIGHT, THE CENTER OF WHICH CURVE BEARS SOUTH 33°56'26" EAST, THROUGH A CENTRAL ANGLE OF 84°45'41", AN ARC DISTANCE OF 51.78 FEET; AND

2. SOUTH 39°10'45" EAST, 718.91 FEET TO THE INTERSECTION THEREOF WITH THE SOUTHEASTERLY LINE OF THAT CERTAIN 16-FOOT WIDE STRIP OF LAND ABUTTING BLOCK 9 AS SAID 16-FOOT STRIP IS SHOWN ON THE MAP OF HARBORFRONT TRACT FILED MAY 28, 1913 IN BOOK 10 OF MAPS AT PAGE 228, CONTRA COSTA COUNTY RECORDS;

THENCE ALONG SAID SOUTHEASTERLY LINE, SOUTH 34°18'22" WEST, 46.22 FEET TO THE SOUTHWESTERLY LINE OF THAT CERTAIN PARCEL OF LAND DESCRIBED AS PARCEL 2 IN THE DEED TO THE RICHMOND REDEVELOPMENT AGENCY RECORDED OCTOBER 3, 1984 IN BOOK 12002 AT PAGE 941, OFFICIAL RECORDS OF CONTRA COSTA COUNTY; THENCE ALONG THE SAID SOUTHWESTERLY LINE OF PARCEL 2, ALONG THE SOUTHEASTERLY PROLONGATION OF SAID SOUTHWESTERLY LINE OF PARCEL 2, AND ALONG THE SOUTHWESTERLY LINE OF PARCEL 1 AS SAID PARCEL IS DESCRIBED IN SAID DEED TO THE RICHMOND REDEVELOPMENT AGENCY, THE FOLLOWING THREE COURSES:

EXHIBIT A
(Continued)

1. SOUTH 33°49'19" EAST, 135.83 FEET;

2. SOUTHEASTERLY ALONG THE ARC OF A 690.39-FOOT RADIUS, TANGENT CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 28°51'29", AN ARC DISTANCE OF 347.73 FEET; AND

3. SOUTHERLY AND SOUTHWESTERLY ALONG THE ARC OF A 50.00-FOOT RADIUS, NON-TANGENT CURVE TO THE RIGHT, THE CENTER OF WHICH CURVE BEARS NORTH 10°43'19" EAST, THROUGH A CENTRAL ANGLE OF 10°03'03", AN ARC DISTANCE OF 8.77 FEET TO A POINT ON THE NORTHEASTERLY RIGHT OF WAY LINE OF EAST MONTGOMERY STREET AS SAID STREET IS SHOWN ON SAID MAP OF THE HARBORFRONT TRACT;

THENCE ALONG SAID NORTHEASTERLY RIGHT OF WAY LINE, NORTH 69°13'38" WEST, 462.73 FEET TO THE INTERSECTION THEREOF WITH THE NORTHWESTERLY RIGHT OF WAY LINE OF SOUTH 49TH STREET (FORMERLY NEWPORT AVENUE) AS SAID STREET IS SHOWN ON SAID MAP OF THE HARBORFRONT TRACT; THENCE ALONG SAID NORTHWESTERLY RIGHT OF WAY LINE, SOUTH 20°47'28" WEST, 50.00 FEET; THENCE LEAVING SAID NORTHWESTERLY RIGHT OF WAY LINE, NORTH 69°13'38" WEST, 172.85 FEET; THENCE NORTHWESTERLY AND WESTERLY ALONG THE ARC OF A 307.50-FOOT RADIUS, NON-TANGENT CURVE TO THE LEFT, THE CENTER OF WHICH CURVE BEARS SOUTH 4°31'34", AN ARC DISTANCE OF 134.97 FEET; THENCE NORTH 16°57'58" WEST, 173.68 FEET; THENCE NORTH 69°12'32" WEST, 73.76 FEET; THENCE SOUTH 57°14'36" WEST, 77.15 FEET; THENCE NORTH 69°33'56" WEST, 93.82 FEET; THENCE SOUTH 56°29'21" WEST, 54.36 FEET; THENCE NORTH 33°30'39" WEST, 98.67 FEET; THENCE NORTH 69°17'39" WEST, 86.83 FEET; THENCE SOUTH 34°55'45" WEST, 39.90 FEET; THENCE SOUTH 37°59'23" WEST, 48.73 FEET; THENCE NORTH 69°13'38" WEST, 396.42 FEET TO THE SOUTHEASTERLY LINE OF THAT CERTAIN PARCEL OF LAND DESCRIBED IN THE DEED RECORDED IN BOOK 370 OF DEEDS AT PAGE 158; THENCE ALONG SAID SOUTHEASTERLY LINE, THE FOLLOWING THREE COURSES:

1. NORTHEASTERLY ALONG THE ARC OF A 375.00-FOOT RADIUS, NON-TANGENT CURVE TO THE RIGHT, THE CENTER OF WHICH CURVE BEARS SOUTH 50°39'24" EAST, THROUGH A CENTRAL ANGLE OF 40°00'41", AN ARC DISTANCE OF 261.88 FEET;

2. NORTH 79°21'00" EAST, 113.93 FEET; AND

3. NORTHEASTERLY ALONG THE ARC OF A 390.00-FOOT RADIUS, TANGENT CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 8°44'00", AN ARC DISTANCE OF 59.45 FEET TO THE WESTERLY CORNER OF THE AFOREMENTIONED SOUTH 46TH STREET; THENCE ALONG THE SOUTHWESTERLY RIGHT OF WAY LINE OF SAID SOUTH 46TH STREET, SOUTH 56°42'10" EAST, 60.00 FEET TO THE SOUTHERLY CORNER OF SAID SOUTH 46TH STREET;

THENCE ALONG THE AFOREMENTIONED SOUTHEASTERLY RIGHT OF WAY LINE OF SOUTH 46TH STREET, NORTH 33°17'50" EAST, 599.13 FEET TO THE POINT OF BEGINNING.

EXCEPTING THEREFROM: THAT CERTAIN PARCEL OF LAND DESCRIBED AS PARCEL 3 (043853-01-02) IN THE DEED TO THE REDEVELOPMENT AGENCY OF THE CITY OF RICHMOND RECORDED OCTOBER 3, 1984 IN BOOK 12002 AT PAGE 941 OFFICIAL RECORDS OF CONTRA COSTA COUNTY.

APN: 560-050-023 (PORTION)

PARCEL 1-B:

ALL THAT CERTAIN REAL PROPERTY SITUATE IN THE CITY OF RICHMOND, COUNTY OF CONTRA COSTA, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

EXHIBIT A
(Continued)

BEING A PORTION OF LOT 22 AS SAID LOT IS DESIGNATED ON THE MAP ENTITLED MAP OF THE SAN PABLO RANCHO ACCOMPANYING AND FORMING A PART OF THE FINAL REPORT OF THE REFEREES IN PARTITION, FILED MARCH 1, 1894, RECORDS OF CONTRA COSTA COUNTY, AND A PORTION OF THOSE LANDS SHOWN ON THE OFFICIAL MAP OF THE TOWN OF STEGE, FILED JANUARY 22, 1903 IN VOLUME E OF MAPS AT PAGE 98, RECORDS OF CONTRA COSTA COUNTY, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE NORTHWESTERLY RIGHT OF WAY LINE OF SOUTH 49TH STREET (FORMERLY NEWPORT AVENUE) AS SAID STREET IS SHOWN ON THE MAP OF THE HARBORFRONT TRACT FILED MAY 28, 1913 IN BOOK 10 OF MAPS AT PAGE 228, CONTRA COSTA COUNTY RECORDS, DISTANT THEREON SOUTH 20°47'28" WEST, 355.13 FEET FROM THE INTERSECTION THEREOF WITH THE NORTHEASTERLY RIGHT OF WAY LINE OF EAST MONTGOMERY STREET AS SAID STREET IS SHOWN ON SAID MAP; THENCE ALONG SAID NORTHWESTERLY RIGHT OF WAY LINE, NORTH 20°47'28" EAST, 305.13 FEET TO A POINT, WHICH BEARS SOUTH 20°47'28" WEST, 50.00 FEET FROM SAID POINT OF INTERSECTION OF THE NORTHWESTERLY RIGHT OF WAY LINE OF SOUTH 49TH STREET WITH THE NORTHEASTERLY RIGHT OF WAY LINE OF EAST MONTGOMERY STREET; THENCE LEAVING SAID NORTHWESTERLY RIGHT OF WAY LINE, NORTH 69°13'38" WEST, 172.85 FEET; THENCE NORTHWESTERLY AND WESTERLY ALONG THE ARC OF A 307.50-FOOT RADIUS, NON-TANGENT CURVE TO THE LEFT, THE CENTER OF WHICH CURVE BEARS SOUTH 4°31'34" WEST, AN ARC DISTANCE OF 134.97 FEET; THENCE NORTH 16°57'58" WEST, 173.68 FEET; THENCE NORTH 69°12'32" WEST, 73.76 FEET; THENCE SOUTH 57°14'36" WEST, 77.15 FEET; THENCE NORTH 69°33'56" WEST, 93.82 FEET; THENCE SOUTH 56°29'21" WEST, 54.36 FEET; THENCE NORTH 33°30'39" WEST, 98.67 FEET; THENCE NORTH 69°17'39" WEST, 86.83 FEET; THENCE SOUTH 34°55'45" WEST, 39.90 FEET; THENCE SOUTH 37°59'23" WEST, 48.73 FEET; THENCE NORTH 69°13'38" WEST, 396.42 FEET TO THE SOUTHEASTERLY LINE OF THAT CERTAIN PARCEL OF LAND DESCRIBED IN THE DEED RECORDED IN BOOK 370 OF DEEDS AT PAGE 158; THENCE ALONG SAID SOUTHEASTERLY LINE, THE FOLLOWING TWO COURSES:

1. SOUTHWESTERLY ALONG THE ARC OF A 375.00-FOOT RADIUS, NON-TANGENT CURVE TO THE RIGHT, THE CENTER OF WHICH CURVE BEARS SOUTH 50°39'41" EAST, THROUGH A CENTRAL ANGLE OF 18°32'19", AN ARC DISTANCE OF 121.33 FEET; AND

2. SOUTH 20°48'00" WEST, 147.69 FEET;

THENCE LEAVING SAID SOUTHEASTERLY LINE, SOUTH 69°12'32" EAST, 1047.11 FEET; THENCE NORTH 20°47'28" EAST, 23.82 FEET TO A LINE WHICH BEARS NORTH 69°12'32" WEST FROM THE POINT OF BEGINNING; THENCE SOUTH 69°12'32" EAST, 201.54 FEET TO THE POINT OF BEGINNING.

APN: 560-050-021

PARCEL 1-C:

ALL THAT CERTAIN REAL PROPERTY SITUATE IN THE CITY OF RICHMOND, COUNTY OF CONTRA COSTA, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

BEING A PORTION OF LOT 22 AS SAID LOT IS DESIGNATED ON THE MAP ENTITLED MAP OF THE SAN PABLO RANCHO ACCOMPANYING AND FORMING A PART OF THE FINAL REPORT OF THE REFEREES IN PARTITION, FILED MARCH 1, 1894, RECORDS OF CONTRA COSTA COUNTY, AND A PORTION OF THOSE LANDS SHOWN ON THE OFFICIAL MAP OF THE TOWN OF STEGE, FILED JANUARY 22, 1903 IN VOLUME E OF MAPS AT PAGE 98, RECORDS OF CONTRA COSTA COUNTY, AND PORTIONS OF LOTS 25, 26 27 AND 28 OF SECTION 20 AND LOTS 5, 6 AND 7 OF SECTION 29, TOWNSHIP 1 NORTH, RANGE 4 WEST, MOUNT DIABLO MERIDIAN, AS SAID LOTS AND SECTIONS ARE SHOWN ON THE MAP NO. 1 OF SALT

EXHIBIT A
(Continued)

MARSH AND TIDELANDS, FILED JUNE 11, 1917, IN RACK 9, RECORDS OF CONTRA COSTA COUNTY, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE NORTHWESTERLY RIGHT OF WAY LINE OF SOUTH 49TH STREET (FORMERLY NEWPORT AVENUE) AS SAID STREET IS SHOWN ON THE MAP OF THE HARBORFRONT TRACT FILED MAY 28, 1913 IN BOOK 10 OF MAPS AT PAGE 228, CONTRA COSTA COUNTY RECORDS, DISTANT THEREON SOUTH 20°47'28" WEST, 355.13 FEET FROM THE INTERSECTION THEREOF WITH THE NORTHEASTERLY RIGHT OF WAY LINE OF EAST MONTGOMERY STREET AS SAID STREET IS SHOWN ON SAID MAP; THENCE ALONG SAID NORTHWESTERLY RIGHT OF WAY LINE, SOUTH 20°47'28" WEST, 991.29 FEET TO THE NORTHEASTERLY LINE OF LOT 27 OF THE AFOREMENTIONED SECTION 20, TOWNSHIP 1 NORTH, RANGE 4 WEST, MOUNT DIABLO MERIDIAN; THENCE ALONG SAID NORTHEASTERLY LINE OF LOT 27, SOUTH 71°19'24" EAST, 278.63 FEET; THENCE CONTINUING ALONG SAID NORTHEASTERLY LINE OF LOT 27, ALONG THE NORTHEASTERLY LINES OF SAID LOT 28 OF SECTION 20 AND ALONG THE NORTHEASTERLY LINE OF SAID LOT 5 OF SECTION 29, THE FOLLOWING THREE COURSES:

1. SOUTH 63°35'15" EAST, 343.82 FEET;

2. SOUTH 89°17'53" EAST, 79.31 FEET; AND

3. SOUTH 66°04'59" EAST, 563.73 FEET TO THE NORTHEASTERLY CORNER OF SAID LOT 5;

THENCE ALONG THE EASTERLY LINE OF SAID LOT 5, SOUTH 1°08'07" WEST, 437.12 FEET TO THE SOUTHWESTERLY LINE OF THAT CERTAIN PARCEL OF LAND DESCRIBED IN THE DEED TO STAUFFER CHEMICAL COMPANY RECORDED NOVEMBER 9, 1960 IN BOOK 3740 AT PAGE 918, OFFICIAL RECORDS OF CONTRA COSTA COUNTY; THENCE ALONG SAID SOUTHWESTERLY LINE, NORTHWESTERLY ALONG THE ARC OF A 3872.14-FOOT RADIUS, NON-TANGENT CURVE TO THE LEFT, THE CENTER OF WHICH CURVE BEARS SOUTH 25°23'18" WEST, THROUGH A CENTRAL ANGLE OF 8°32'31", AN ARC DISTANCE OF 577.27 FEET; THENCE CONTINUING ALONG SAID SOUTHWESTERLY LINE, NORTH 73°09'13" WEST, 812.42 FEET TO THE INTERSECTION THEREOF WITH THE WESTERLY LINE OF SAID LOT 6 OF SAID SECTION 29; THENCE ALONG SAID WESTERLY LINE, NORTH 1°08'07" EAST, 51.89 FEET TO THE SOUTHEASTERLY PROLONGATION OF THE NORTHEASTERLY LINE OF THAT CERTAIN PARCEL OF LAND DESCRIBED IN THE DEED TO SANTA FE LAND IMPROVEMENT COMPANY RECORDED AUGUST 1, 1944 IN BOOK 772 AT PAGE 80, OFFICIAL RECORDS OF CONTRA COSTA COUNTY; THENCE ALONG SAID NORTHEASTERLY LINE AND ITS SOUTHEASTERLY PROLONGATION, NORTH 73°09'14" WEST, 1252.20 FEET TO THE INTERSECTION THEREOF WITH THE SOUTHEASTERLY LINE OF THAT CERTAIN 38-FOOT WIDE EASEMENT DESCRIBED IN THE DEED TO STAUFFER CHEMICAL COMPANY RECORDED OCTOBER 5, 1920 IN BOOK 382 OF DEEDS AT PAGE 62, CONTRA COSTA COUNTY RECORDS; THENCE ALONG SAID SOUTHEASTERLY LINE, AND ALONG THE SOUTHEASTERLY LINES OF THOSE CERTAIN PARCELS OF LAND DESCRIBED IN THE DEEDS RECORDED IN BOOK 370 OF DEEDS AT PAGE 154 AND IN BOOK 370 OF DEEDS AT PAGE 158, CONTRA COSTA COUNTY RECORDS, NORTH 20°48'00" EAST, 1495.90 FEET; THENCE LEAVING SAID SOUTHEASTERLY LINE, SOUTH 69°12'32" EAST, 1047.11 FEET; THENCE NORTH 20°47'28" EAST, 23.82 FEET TO A LINE WHICH BEARS NORTH 69°12'32" WEST FROM THE POINT OF BEGINNING; THENCE SOUTH 69°12'32" EAST, 201.54 FEET TO THE POINT OF BEGINNING.

APN'S: 560-010-046, 560-010-047 AND 560-050-022

PARCEL 1-D:

A PORTION OF LOT 22 AS DESIGNATED ON THE MAP ENTITLED MAP OF THE SAN PABLO RANCHO ACCOMPANYING AND FORMING A PART OF THE FINAL REPORT OF THE REFEREES IN PARTITION, FILED MARCH 1, 1894, RECORDS OF CONTRA COSTA COUNTY, AND A PORTION OF THOSE LANDS SHOWN ON THE OFFICIAL MAP OF THE TOWN OF STEGE, FILED JANUARY 22, 1903, IN VOLUME E OF

EXHIBIT A
(Continued)

MAPS, AT PAGE 98, RECORDS OF CONTRA COSTA COUNTY, AND ALL OF LOTS 27 AND 28, AND A PORTION OF LOTS 25 AND 26, SECTION 20, T. 1N., R. 4W., M.D.M., AND A PORTION OF LOTS 5, 6 AND 7, SECTION 29, T. 1N., R. 4W., M.D.M., AS SAID SECTIONS 20 AND 29 ARE SHOWN ON THE MAP NO. 1 SALT MARSH AND TIDELANDS, FILED JUNE 11, 1917, IN RACK 9, RECORDS OF CONTRA COSTA COUNTY, IN THE CITY OF RICHMOND, COUNTY OF CONTRA COSTA, STATE OF CALIFORNIA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE SOUTHEASTERN LINE OF S. 46TH STREET (FORMERLY LAUREL AVENUE), AS SHOWN ON THE MAP OF KEYSTONE BUSINESS BLOCKS, FILED JUNE 1, 1912, IN VOLUME 7 OF MAPS, AT PAGE 161, CONTRA COSTA COUNTY RECORDS, SAID POINT BEING THE SOUTHWEST CORNER OF THAT LAND DESCRIBED IN DEED TO CITY OF RICHMOND, RECORDED IN BOOK 1957, AT PAGE 355, OFFICIAL RECORDS OF CONTRA COSTA COUNTY; THENCE ALONG THE SOUTHWESTERN LINE OF SAID CITY OF RICHMOND LAND, S. 64°27'20" E., 150.66 FEET TO THE NORTHWESTERN LINE OF S. 47TH STREET (FORMERLY BAY AVENUE), AS SHOWN ON THE OFFICIAL MAP OF THE TOWN OF STEGE FILED JANUARY 22, 1903, IN VOLUME E OF MAPS, AT PAGE 98; THENCE ALONG THE NORTHEASTERN LINE OF THAT PORTION OF SAID S. 47TH STREET VACATED BY ORDER OF VACATION NO. 625, RECORDED AUGUST 19, 1959,IN BOOK 3436, AT PAGE 261, OFFICIAL RECORDS OF CONTRA COSTA COUNTY, S. 64°45'09" E., 66.63 FEET TO THE SOUTHEASTERN LINE OF SAID S. 47TH STREET; THENCE ALONG THE NORTHEASTERN LINE OF THAT LAND DESCRIBED IN DEED RECORDED IN BOOK 2970, AT PAGE 79, OFFICIAL RECORDS OF CONTRA COSTA COUNTY, TO AND ALONG THE SOUTHWESTERN LINE OF THAT 30 FOOT STRIP OF LAND DEDICATED FOR STREET WIDENING, AS SHOWN ON THE MAP OF HARBORFRONT TRACT, RECORDED IN VOLUME 10 OF MAPS, AT PAGE 228, RECORDS OF CONTRA COSTA COUNTY, S. 39°04'12" E., 600.12 FEET TO THE NORTHWESTERN LINE OF S. 49TH STREET (FORMERLY SEAGATE AVENUE), AS SHOWN ON SAID MAP OF HARBORFRONT TRACT; THENCE ALONG THE NORTHWESTERN LINE OF SAID S. 49TH STREET, S. 20°47'28" W., 1782.16 FEET TO THE SOUTHERN LINE OF SAID HARBORFRONT TRACT; THENCE ALONG SAID SOUTHERN LINE, S. 71°19'24" E., 80.05 FEET TO THE SOUTHWEST CORNER OF BLOCK 12 OF SAID HARBORFRONT TRACT; THENCE ALONG THE PERIMETER OF SAID BLOCK 12, THE FOLLOWING THREE (3) COURSES: N. 20°47'28" E., 98.40 FEET; S. 69°13'38" E., 200.05 FEET; AND S. 20°47'28" W., 91.30 FEET TO SAID SOUTHERN LINE OF HARBORFRONT TRACT; THENCE ALONG SAID SOUTHERN LINE, 5. 63°35'15" E., 60.29 FEET TO THE SOUTHWEST CORNER OF BLOCK 13 OF SAID HARBORFRONT TRACT; THENCE ALONG THE PERIMETER OF SAID BLOCK 13, THE FOLLOWING THREE (3) COURSES: N. 20°47'28" E., 97.22 FEET; S. 69°13'38" E., 200.16 FEET; AND S. 20°46'22" W., 116.99 FEET TO SAID SOUTHERN LINE OF HARBORFRONT TRACT; THENCE ALONG SAID SOUTHERN LINE, S. 63°35'15" E., 60.29 FEET TO THE SOUTHWEST CORNER OF LOT 11, BLOCK 20 OF SAID HARBORFRONT TRACT; THENCE ALONG THE PERIMETER OF SAID LOT 11, THE FOLLOWING THREE (3) COURSES: N. 20°46'22" E., 122.92 FEET; S. 69°13'38" E., 6.88 FEET; AND S. 15°26'22" W., 125.27 FEET TO THE NORTHEASTERN LINE OF LOT 28, SECTION 20, TOWNSHIP 1 NORTH, RANGE 4 WEST, M.D.M.; THENCE ALONG THE NORTHEASTERN LINE OF SAID LOT 28 AND THE NORTHEASTERN LINE OF LOT 5, SECTION 29, TOWNSHIP 1 NORTH, RANGE 4 WEST, M.D.M., THE FOLLOWING THREE (3) COURSES: S. 63°35'15" E., 1.92 FEET; S. 89°17'53" E., 79.31 FEET; AND S. 66°04'59" E., 563.73 FEET TO THE EASTERN LINE OF SAID LOT 5; THENCE ALONG THE EASTERN LINE OF SAID LOT 5, S. 1°08'07" W., 437.12 FEET TO A POINT ON THE SOUTHWESTERN LINE OF THAT LAND DESCRIBED IN DEED TO STAUFFER CHEMICAL COMPANY, RECORDED NOVEMBER 9, 1960, IN BOOK 3740, AT PAGE 913, OFFICIAL RECORDS OF CONTRA COSTA COUNTY, SAID POINT BEING ON THE ARC OF 3872.14 FOOT RADIUS CURVE, CONCAVE SOUTHWESTERLY, THE CENTER OF WHICH BEARS S. 25°23'18" W.; THENCE ALONG SAID SOUTHWESTERN LINE, NORTHWESTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 8°32'31", A DISTANCE OF 577.26 FEET; THENCE CONTINUING ALONG SAID SOUTHWESTERN LINE, TANGENT TO SAID CURVE, N. 73°09'13" W., 812.42 FEET TO THE WESTERN LINE OF LOT 6 OF SAID SECTION 29; THENCE ALONG SAID WESTERN LINE, N. 1°08'07" E., 51.89 FEET TO THE SOUTHEASTERLY PROLONGATION OF THE NORTHEASTERN LINE OF THAT LAND DESCRIBED IN DEED TO SANTA FE LAND IMPROVEMENT COMPANY, RECORDED AUGUST 1, 1944, IN BOOK 772, AT PAGE 80, OFFICIAL RECORDS OF CONTRA COSTA COUNTY; THENCE ALONG SAID SOUTHEASTERLY PROLONGATION, TO AND ALONG THE NORTHEASTERN LINE OF SAID

EXHIBIT A
(Continued)

SANTA FE LAND IMPROVEMENT COMPANY LAND, N. 73°09'13" W., 1252.20 FEET TO THE SOUTHEASTERN LINE OF THAT 38 FOOT EASEMENT DESCRIBED IN DEED TO STAUFFER CHEMICAL COMPANY, RECORDED OCTOBER 5, 1920, IN BOOK 382 OF DEEDS, AT PAGE 62, RECORDS OF CONTRA COSTA COUNTY; THENCE ALONG THE SOUTHEASTERN LINE OF SAID EASEMENT, TO AND ALONG THE SOUTHEASTERN LINES OF THOSE LANDS DESCRIBED IN DEEDS RECORDED IN BOOK 370 OF DEEDS, AT PAGE 154, AND BOOK 370 OF DEEDS, AT PAGE 158, N. 20°48'00" E., 1643.59 FEET TO A TANGENT 375.00 FOOT RADIUS CURVE TO THE RIGHT; THENCE CONTINUING ALONG THE SOUTHEASTERN LINE OF THAT LAND DESCRIBED IN BOOK 370 OF DEEDS, AT PAGE 158, THE FOLLOWING THREE (3) COURSES: NORTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 58°33'00", A DISTANCE OF 383.21 FEET; AND THENCE TANGENT TO SAID CURVE, N. 79°21'00" E., 113.93 FEET TO THE BEGINNING OF A TANGENT 390.00 FOOT RADIUS CURVE TO THE LEFT; AND THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 8°44'00", A DISTANCE OF 59.45 FEET TO THE SOUTHWEST CORNER OF SAID S. 46TH STREET; THENCE S. 56°42'10" E., 60.00 FEET TO THE SOUTHEAST CORNER OF SAID S. 46TH STREET; THENCE ALONG THE SOUTHEASTERN LINE OF SAID S. 46TH STREET, N. 33°17'50" E., 599.13 FEET TO THE POINT OF BEGINNING.

EXCEPTING THEREFROM THOSE PORTIONS OF SAID PARCEL 1-D DESCRIBED IN PARCELS 1-A, 1-B AND 1-C ABOVE.

APN'S: 560-026-002, 560-028-007 AND 560-027-005

EXCEPTING FROM ALL OF PARCEL 1 ALL OIL, GAS AND OTHER HYDROCARBON AND MINERAL SUBSTANCES LYING NOT LESS THAN ONE HUNDRED (100) FEET BELOW THE SURFACE HEREINABOVE DESCRIBED LAND, PROVIDED THAT SANTA FE, ITS SUCCESSORS AND ASSIGNS, SHALL NOT HAVE THE RIGHT TO GO UPON THE SURFACE OF SAID LAND FOR THE PURPOSE OF EXTRACTING SAID OIL, GAS, OR OTHER HYDROCARBON AND MINERAL SUBSTANCES, NOR FOR ANY PURPOSE IN CONNECTION THEREWITH, BUT SHALL HAVE THE RIGHT TO EXTRACT AND REMOVE SAID OIL, GAS AND OTHER HYDROCARBON AND MINERAL SUBSTANCES BY MEANS OF SLANT-DRILLED WELLS LOCATED ON ADJACENT OR NEARBY LAND, OR BY ANY OTHER MEANS WHICH SHALL NOT REQUIRE ENTRY UPON THE SURFACE OF SAID LAND, AS RESERVED IN THE DEED FROM SANTA FE LAND IMPROVEMENT COMPANY, A CALIFORNIA CORPORATION, TO STAUFFER CHEMICAL COMPANY, A DELAWARE CORPORATION, RECORDED APRIL 12, 1957, BOOK 2964, PAGE 153, OFFICIAL RECORDS.

PARCEL 2:

BEGINNING AT A POINT ON THE SOUTHEASTERN LINE OF S. 46TH STREET (FORMERLY LAUREL AVENUE), AS SHOWN ON THE MAP OF KEYSTONE BUSINESS BLOCKS, FILED JUNE 1, 1912, IN VOLUME 7 OF MAPS, AT PAGE 161, CONTRA COSTA COUNTY RECORDS, SAID POINT BEING THE NORTHWEST CORNER OF THAT LAND DESCRIBED IN DEED TO THE CITY OF RICHMOND, RECORDED IN BOOK 1957, AT PAGE 355, OFFICIAL RECORDS OF CONTRA COSTA COUNTY; THENCE ALONG THE NORTHEASTERN LINE OF SAID CITY OF RICHMOND LAND, S. 64°27'20" E., 150.48 FEET TO THE NORTHWESTERN LINE OF S. 47TH STREET (FORMERLY BAY AVENUE), AS SHOWN ON OFFICIAL MAP OF THE TOWN OF STEGE, FILED JANUARY 22, 1903, IN VOLUME E OF MAPS, AT PAGE 98; THENCE ALONG SAID NORTHWESTERN LINE, N. 33°07'51" E., 2.64 FEET TO THE SOUTHWESTERN LINE OF THAT LAND DESCRIBED UNDER PARCEL 2A IN DEED TO STATE OF CALIFORNIA, RECORDED FEBRUARY 21, 1984, IN BOOK 11661, AT PAGE 236, OFFICIAL RECORDS OF CONTRA COSTA COUNTY; THENCE ALONG SAID SOUTHWESTERN LINE, N. 38°59'01" W., 110.73 FEET AND N. 36°59'12" W., 46.34 FEET TO SAID SOUTHEASTERN LINE OF S. 46TH STREET; THENCE ALONG SAID SOUTHEASTERN LINE, S. 33°17'50" W., 72.28 FEET TO THE POINT OF BEGINNING.

APN: 560-050-016 (OLD)
APN: 560-050-023 (PORTION) (NEW)

EXHIBIT A
(Continued)

PARCEL 3:

(NOW CONTAINED WITHIN PARCEL 1-A AND INTENTIONALLY DELETED)

PARCEL 4:

(NOW CONTAINED WITHIN PARCEL 1-A AND INTENTIONALLY DELETED)

PARCEL 5:

(NOW CONTAINED WITHIN PARCEL 1-A AND INTENTIONALLY DELETED)

PARCEL 6:

LOTS 13 TO 24, INCLUSIVE, BLOCK 11, HARBORFRONT TRACT, FILED MAY 28, 1913, IN BOOK 10 OF MAPS, AT PAGE 228, RECORDS OF CONTRA COSTA COUNTY.

APN: 560-022-019

PARCEL 7:

LOTS 17 TO 24, INCLUSIVE, BLOCK 14, HARBORFRONT TRACT, FILED MAY 28, 1913, IN BOOK 10 OF MAPS, AT PAGE 228, RECORDS OF CONTRA COSTA COUNTY.

APN: 560-023-026

PARCEL 8:

ALL THE REAL PROPERTY IN THE CITY OF RICHMOND, COUNTY OF CONTRA COSTA, STATE OF CALIFORNIA, DESCRIBED IN DEED TO STAUFFER CHEMICAL COMPANY, RECORDED IN BOOK 12076, AT PAGE 110, OFFICIAL RECORDS OF CONTRA COSTA COUNTY.

EXCEPTING THAT PORTION THEREOF LYING BELOW A DEPTH OF 500 FEET, MEASURED VERTICALLY, FROM THE CONTOUR OF THE SURFACE OF SAID PROPERTY; HOWEVER, GRANTOR, OR ITS SUCCESSORS AND ASSIGNS, SHALL NOT HAVE THE RIGHT FOR ANY PURPOSE WHATSOEVER TO ENTER UPON, INTO OR THROUGH THE SURFACE OF SAID PROPERTY, OR ANY PART THEREOF LYING BETWEEN SAID SURFACE AND 500 FEET BELOW SAID SURFACE, AS RESERVED IN THE DEED FROM SOUTHERN PACIFIC TRANSPORTATION COMPANY, A DELAWARE CORPORATION, RECORDED NOVEMBER 26, 1984, BOOK 12076, PAGE 110, OFFICIAL RECORDS.

APN: a portion of 560-026-002

PARCEL 9:

(EXTINGUISHED AND INTENTIONALLY DELETED)

PARCEL 10:

AN UNDIVIDED 2/3RDS INTEREST IN AND TO THAT PORTION OF LOT 22, AS DESIGNATED ON THE MAP OF THE SAN PABLO RANCHO, ACCOMPANYING AND FORMING A PART OF THE FINAL REPORT OF THE REFEREES IN PARTITION, FILED MARCH 1, 1894, RECORDS OF CONTRA COSTA COUNTY, IN THE CITY

EXHIBIT A
(Continued)

OF RICHMOND, COUNTY OF CONTRA COSTA, STATE OF CALIFORNIA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF THAT LAND DESCRIBED IN DEED TO STAUFFER CHEMICAL COMPANY, RECORDED OCTOBER 5, 1920, IN BOOK 370 OF DEEDS, AT PAGE 154, RECORDS OF CONTRA COSTA COUNTY; THENCE ALONG THE SOUTHEASTERN LINE OF SAID STAUFFER CHEMICAL COMPANY LAND (370 DEEDS 154), TO AND ALONG THE SOUTHEASTERN LINE OF THAT LAND DESCRIBED IN DEED TO STAUFFER CHEMICAL COMPANY, RECORDED OCTOBER 5, 1920, IN BOOK 370 OF DEEDS, AT PAGE 158, RECORDS OF CONTRA COSTA COUNTY, N. 20°48'00" E., 1214.15 FEET TO THE BEGINNING OF A TANGENT 375.00 FEET RADIUS CURVE TO THE RIGHT; THENCE CONTINUING ALONG THE SOUTHEASTERN LINE OF THAT LAND DESCRIBED IN BOOK 370 OF DEEDS, AT PAGE 158, THE FOLLOWING THREE (3) COURSES: NORTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 58°33'00", A DISTANCE OF 383.21 FEET; AND THENCE TANGENT TO SAID CURVE, N. 79°21'00" E., 113.93 FEET TO THE BEGINNING OF A TANGENT, 390.00 FOOT RADIUS CURVE TO THE LEFT; AND THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 8°44'00", A DISTANCE OF 59.45 FEET TO THE SOUTHWEST CORNER OF S. 46TH STREET (FORMERLY LAUREL AVENUE), AS SHOWN ON THE MAP OF KEYSTONE BUSINESS BLOCKS, FILED JUNE 1, 1912, IN VOLUME 7 OF MAPS, AT PAGE 161, CONTRA COSTA COUNTY RECORDS; THENCE ALONG THE NORTHWESTERN LINE OF SAID S. 46TH STREET, N. 33°17'50" E., 97.14 FEET TO THE NORTHWESTERN LINE OF THAT LAND DESCRIBED IN BOOK 370 OF DEEDS, AT PAGE 158, AND THE BEGINNING OF A 340.00 RADIUS CURVE CONCAVE NORTHWESTERLY, THE CENTER OF WHICH BEARS N. 32°31'00" W.; THENCE ALONG THE NORTHWESTERN LINE OF THAT LAND DESCRIBED IN BOOK 370 OF DEEDS, AT PAGE 158 AND ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 21°52'00", A DISTANCE OF 129.76 FEET; THENCE TANGENT TO SAID CURVE, S. 79°21'00" W., 113.93 FEET TO THE BEGINNING OF A TANGENT 399.91 FOOT RADIUS CURVE TO THE LEFT; THENCE ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 58°33'00", A DISTANCE OF 408.66 FEET; THENCE CONTINUING ALONG THE NORTHWESTERN LINE OF THAT LAND DESCRIBED IN THE DEED RECORDED IN BOOK 370 OF DEEDS, AT PAGE 158, TANGENT TO SAID CURVE, TO AND ALONG THE NORTHWESTERN LINE OF THAT LAND DESCRIBED IN BOOK 370 OF DEEDS, AT PAGE 154, S. 20°48'00" W. 1235.64 FEET TO THE SOUTHWEST CORNER OF THAT LAND DESCRIBED IN BOOK 370 OF DEEDS, AT PAGE 154; THENCE S. 69°19'36" E., 38.00 FEET TO THE POINT OF BEGINNING.

APN: 560-050-007

PARCEL 11:

(NOW CONTAINED WITHIN PARCEL 1-A AND INTENTIONALLY DELETED)

PARCEL 12:

(NOW CONTAINED WITHIN PARCEL 1-A AND INTENTIONALLY DELETED)

PARCEL 13:

(NOW CONTAINED WITHIN PARCEL 1-A AND INTENTIONALLY DELETED)

PARCEL 14:

THAT PORTION OF SEAGATE AVENUE, NOW KNOWN AS SOUTH 49TH STREET, AS SHOWN ON THE MAP OF "HARBORFRONT TRACT, CITY OF RICHMOND, CONTRA COSTA CO., CAL.", FILED MAY 26, 1913 IN BOOK 10 OF MAPS, PAGE 228, CONTRA COSTA COUNTY RECORDS, THAT LIES SOUTHERLY OF THE WESTERLY EXTENSION OF THE NORTHERLY LINE OF LOT 13 IN BLOCK 11 OF SAID MAP OF HARBORFRONT TRACT.

EXHIBIT A
(Continued)

PARCEL 15:

THAT PORTION OF PORTLAND AVENUE, NOW KNOWN AS SOUTH 50TH STREET, AS SHOWN ON THE MAP OF "HARBORFRONT TRACT, CITY OF RICHMOND, CONTRA COSTA CO., CAL.", FILED MAY 26, 1913 IN BOOK 10 OF MAPS, PAGE 228, CONTRA COSTA COUNTY RECORDS, THAT LIES SOUTHERLY OF THE WESTERLY EXTENSION OF THE NORTHERLY LINE OF LOT 17 IN BLOCK 14 OF SAID MAP OF HARBORFRONT TRACT.

PARCEL 16:

THAT PORTION OF CHELSEA AVENUE, NOW KNOWN AS SOUTH 51ST STREET, AS SHOWN ON THE MAP OF "HARBORFRONT TRACT, CITY OF RICHMOND, CONTRA COSTA CO., CAL.", FILED MAY 26, 1913 IN BOOK 10 OF MAPS, PAGE 228, CONTRA COSTA COUNTY RECORDS, THAT LIES SOUTHERLY OF THE WESTERLY EXTENSION OF THE NORTHERLY LINE OF LOT 7 IN BLOCK 20 OF SAID MAP OF HARBORFRONT TRACT.

EXCEPTING THEREFROM THAT PORTION OF THE EASTERLY ONE HALF OF CHELSEA AVENUE, NOW SOUTH 51ST STREET, LYING NORTHERLY OF THE CENTER LINE OF HARBOR BOULEVARD AS SHOWN ON SAID MAP OF HARBORFRONT TRACT.

PARCEL 17:

THAT PORTION OF HARBOR BOULEVARD AS SHOWN ON THE MAP OF "HARBORFRONT TRACT, CITY OF RICHMOND, CONTRA COSTA CO., CAL.", FILED MAY 26, 1913 IN BOOK 10 OF MAPS, PAGE 228, CONTRA COSTA COUNTY RECORDS, THAT LIES EASTERLY OF THE SOUTHERLY EXTENSION OF THE EASTERLY LINE OF LOT 24 IN BLOCK 6 OF SAID MAP OF HARBORFRONT TRACT.

EXCEPTING THEREFROM THAT PORTION OF THE NORTHERLY ONE HALF OF HARBOR BOULEVARD LYING EASTERLY OF THE CENTER LINE OF CHELSEA AVENUE, NOW SOUTH 51ST STREET, AS SHOWN ON SAID MAP OF HARBORFRONT TRACT.

ALSO EXCEPTING THEREFROM THAT PORTION THEREOF LYING WITHIN PARCELS FOURTEEN, FIFTEEN AND SIXTEEN ABOVE DESCRIBED.

PARCEL 18:

(NOW CONTAINED WITHIN PARCEL 1-A AND INTENTIONALLY DELETED)

PARCEL 19:

(NOW CONTAINED WITHIN PARCEL 1-A AND INTENTIONALLY DELETED)

PARCEL 20:

(NOW CONTAINED WITHIN PARCEL 1-A AND INTENTIONALLY DELETED)

PARCEL 21:

(NOW CONTAINED WITHIN PARCEL 1-A AND INTENTIONALLY DELETED)

PARCEL 22:

EXHIBIT A
(Continued)

A PERPETUAL, NON-EXCLUSIVE EASEMENT AND RIGHT OF WAY TO CONSTRUCT, RECONSTRUCT, MAINTAIN, OPERATE, INSPECT AND REPAIR A SLOPE BANK AND RELATED STRUCTURES AND APPURTENANCES THERETO, ALONG WITH STORM DRAINAGE FACILITIES AND THEIR RELATED APPURTENANCES, IN, OVER, THROUGH, ALONG AND UNDER THE EASEMENT AREA, AS CONVEYED BY EAST BAY REGIONAL PARK DISTRICT TO ZENECA INC. IN THE EASEMENT AGREEMENT (STORM DRAIN) DATED OCTOBER 24, 2002 AND RECORDED DECEMBER 11, 2002, SERIES NO. 2002-0471402, OFFICIAL RECORDS; SAID EASEMENT AREA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEING A PORTION OF LOT 25 AS SAID LOT IS SHOWN ON THAT CERTAIN MAP ENTITLED "SAN PABLO RANCHO ACCOMPANYING AND FORMING A PART OF THE FINAL REPORT OF THE REFEREES IN PARTITION", FILED MARCH 1, 1894, RECORDS OF CONTRA COSTA COUNTY, MORE PARTICULARLY DESCRIBED FOLLOWS:

BEING A PORTION OF THAT CERTAIN PARCEL OF LAND DESIGNATED AS PARCEL 1, IN THE QUITCLAIM DEED FROM ATCHISON TOPEKA AND SANTA FE RAILWAY COMPANY TO THE EAST BAY REGIONAL PARK DISTRICT, RECORDED ON DECEMBER 20, 1991, UNDER RECORDER'S SERIES NUMBER 91-267358, OFFICIAL RECORDS OF CONTRA COSTA COUNTY, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE NORTHERLY LINE OF SAID PARCEL 1 WITH THE SOUTHEASTERN LINE OF THAT CERTAIN 38.00-FOOT WIDE EASEMENT DESCRIBED IN THE DEED TO STAUFFER CHEMICAL COMPANY, RECORDED OCTOBER 5, 1920, IN BOOK 382 OF DEEDS AT PAGE 62, OFFICIAL RECORDS OF CONTRA COSTA COUNTY; THENCE ALONG SAID NORTHERLY LINE, SOUTH 73°09'14" EAST, 24.87 FEET TO THE ACTUAL POINT OF BEGINNING OF THIS DESCRIPTION; THENCE CONTINUING ALONG SAID NORTHERLY LINE, SOUTH 73°09'14" EAST, 19.92 FEET; THENCE LEAVING SAID NORTHERLY LINE, SOUTH 3°16'42" WEST, 159.38 FEET; THENCE NORTH 76°38'35" WEST, 20.62 FEET TO A LINE WHICH BEARS SOUTH 3°36'35" WEST, FROM THE ACTUAL POINT OF BEGINNING; THENCE NORTH 3°36'35" EAST, 160.45 FEET TO THE ACTUAL POINT OF BEGINNING.

PARCEL 23:

A PERPETUAL, NON-EXCLUSIVE EASEMENT AND RIGHT OF WAY FOR THE PURPOSE OF ENTERING UPON AND TRAVERSING UPON THE EASEMENT AREA FOR THE PURPOSE OF CONSTRUCTING, OPERATING AND MAINTAINING A RECREATIONAL TRAIL, AS CONVEYED BY EAST BAY REGIONAL PARK DISTRICT TO ZENECA INC. IN THE EASEMENT AGREEMENT (TRAIL EASEMENT) DATED OCTOBER 24, 2002 AND RECORDED DECEMBER 11, 2002, SERIES NO. 2002-0471403, OFFICIAL RECORDS; SAID EASEMENT AREA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEING A PORTION OF THAT CERTAIN PARCEL OF LAND DESCRIBED IN THE DEED TO THE EAST BAY REGIONAL PARK DISTRICT RECORDED DECEMBER 24, 1998 AS INSTRUMENT NUMBER 98-0324619-00, CONTRA COSTA COUNTY RECORDS, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE WESTERLY MOST CORNER OF THAT CERTAIN PARCEL OF LAND DESCRIBED AS "NEW PARCEL C", HEREINAFTER REFERRED TO AS PARCEL C, IN THE CERTIFICATE OF COMPLIANCE - LOT LINE ADJUSTMENT ISSUED BY THE CITY OF RICHMOND RECORDED SEPTEMBER 10, 2002, AS INSTRUMENT NUMBER 2002-0318739-00, CONTRA COSTA COUNTY RECORDS; THENCE ALONG THE SOUTHERLY LINE OF SAID PARCEL C, SOUTH 73°09'14" EAST, 24.87 FEET TO THE ACTUAL POINT OF BEGINNING OF THIS DESCRIPTION; THENCE CONTINUING ALONG SAID SOUTHERLY LINE OF PARCEL C, SOUTH 73°09'14" EAST, 19.92 FEET; THE LEAVING SAID SOUTHERLY LINE, SOUTH 2°56'32" WEST, 85.36 FEET; THENCE SOUTH 16°35'40" WEST, 117.15 FEET; THENCE NORTH 73°09'14" WEST, 19.93 FEET; THENCE NORTH 16°35'40" EAST, 117.15 FEET; THENCE NORTH 2°56'32" EAST, 85.35 FEET TO THE ACTUAL POINT OF BEGINNING.

EXHIBIT A
(Continued)

PARCEL 24:

A PERPETUAL AND NONEXCLUSIVE ACCESS EASEMENT OVER THE ZENECA EASEMENT AREA FOR THE PURPOSE OF CONSTRUCTING, OPERATING AND MAINTAINING A TRAIL TO BE USED FOR PEDESTRIAN AND VEHICULAR ACCESS FOR RECREATIONAL PURPOSES AND FOR PURPOSES OF MAINTAINING THE ZENECA PROPERTY, PROVIDED THAT MOTORIZED VEHICULAR ACCESS SHALL BE LIMITED TO MAINTENANCE PURPOSES, AS CONVEYED BY THE REGENTS OF THE UNIVERSITY OF CALIFORNIA TO ZENECA INC. IN THE RECIPROCAL EASEMENT AGREEMENT DATED OCTOBER 24, 2002 AND RECORDED DECEMBER 11, 2002, SERIES NO. 2002-0471407, OFFICIAL RECORDS; SAID ZENECA EASEMENT AREA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEING A PORTION OF THAT CERTAIN PARCEL OF LAND OWNED BY THE REGENTS OF THE UNIVERSITY OF CALIFORNIA, AS SAID PARCEL IS SHOWN ON THAT CERTAIN RECORD OF SURVEY FILED IN BOOK 59 OF SURVEYS AT PAGES 50 THROUGH 54, CONTRA COSTA COUNTY RECORDS, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE WESTERLY MOST CORNER OF THAT CERTAIN PARCEL OF LAND DESCRIBED AS "NEW PARCEL C", HEREINAFTER REFERRED TO AS PARCEL C, IN THE CERTIFICATE OF COMPLIANCE - LOT LINE ADJUSTMENT ISSUED BY THE CITY OF RICHMOND RECORDED SEPTEMBER 10, 2002, AS INSTRUMENT NUMBER 2002-0318739-00, CONTRA COSTA COUNTY RECORDS; THENCE ALONG THE NORTHWESTERLY LINE OF SAID PARCEL C, NORTH 20°48'00" EAST, 78.73 FEET TO THE ACTUAL POINT OF BEGINNING OF THIS DESCRIPTION; THENCE CONTINUING ALONG SAID NORTHWESTERLY LINE OF PARCEL C, NORTH 20°48'00" EAST, 350.71 FEET TO THE SOUTHERLY CORNER OF THAT CERTAIN PARCEL OF LAND DESCRIBED IN THE DEED TO STAUFFER CHEMICAL COMPANY RECORDED OCTOBER 5, 1920 IN BOOK 370 OF DEEDS AT PAGE 154, CONTRA COSTA COUNTY RECORDS; THENCE ALONG THE SOUTHERLY LINE OF SAID STAUFFER CHEMICAL COMPANY PARCEL, NORTH 69°19'36" WEST, 21.19 FEET; THENCE LEAVING SAID SOUTHERLY LINE, SOUTH 20°48'00" WEST, 284.91 FEET TO A LINE WHICH BEARS NORTH 2°56'32" EAST FROM THE ACTUAL POINT OF BEGINNING; THENCE SOUTH 2°56'32" WEST, 69.09 FEET TO THE ACTUAL POINT OF BEGINNING.

PARCEL 25:

A PORTION OF BLOCK 16 AS SAID BLOCK 16 IS SHOWN ON THE MAP OF HARBORFRONT TRACT, FILED MAY 28, 1913, IN BOOK 10 OF MAPS, PAGE 228, CONTRA COSTA COUNTY RECORDS, BEING DESCRIBED AS FOLLOWS:

BEGINNING FOR REFERENCE AT THE SOUTHEASTERLY CORNER OF SAID BLOCK 16; THENCE ALONG THE NORTHERLY LINE OF EAST MONTGOMERY STREET NORTH 69°22'45" WEST, 77.27 FEET; THENCE LEAVING SAID NORTHERLY LINE FROM A TANGENT THAT BEARS SOUTH 69°22'45" EAST, ALONG A CURVE TO THE LEFT WITH A RADIUS OF 50.00 FEET, THROUGH AN ANGLE OF 10°03'38", AN ARC LENGTH OF 8.78 FEET TO THE TRUE POINT OF COMMENCEMENT; THENCE CONTINUE ALONG SAID CURVE FROM A TANGENT THAT BEARS SOUTH 79°26'23" EAST, ALONG A CURVE TO THE LEFT WITH A RADIUS OF 50.00 FEET, THROUGH AN ANGLE OF 68°29'19", AN ARC LENGTH OF 59.77 FEET TO THE NORTHEASTERLY LINE OF SAID BLOCK 16; THENCE ALONG LAST SAID LINE NORTH 47°37'45" WEST, 86.08 FEET; THENCE FROM A TANGENT THAT BEARS SOUTH 11°53'41" EAST, ALONG A CURVE TO THE RIGHT WITH A RADIUS OF 690.34 FEET, THROUGH AN ANGLE OF 6°46'09", AN ARC LENGTH OF 81.56 FEET TO THE TRUE POINT OF COMMENCEMENT.

APN: 560-050-019 (PORTION)

PARCEL 26:

EXHIBIT A
(Continued)

PORTIONS OF THOSE PARCELS OF LAND DESIGNATED AS PARCEL 1 AND PARCEL 2 DESCRIBED IN THE DEED FROM THEODORE S. STASHAK, ET UX, TO THE STATE OF CALIFORNIA, RECORDED JANUARY 3, 1973 IN BOOK 6834, PAGE 208, OFFICIAL RECORDS OF CONTRA COSTA COUNTY, SAID PORTION BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT ON THE SOUTHWESTERLY LINE OF SAID PARCEL 1 (6834 OR 208), DISTANT THEREON NORTH 47°37'45" WEST, 94.43 FEET FROM THE WESTERLY CORNER OF THAT 1.017 ACRE PARCEL OF LAND DESCRIBED IN THE DEED TO RICHARD C. KING, ET UX, RECORDED APRIL 5, 1966 IN BOOK 5092, PAGE 165, OFFICIAL RECORDS OF SAID COUNTY; THENCE LEAVING SAID SOUTHWESTERLY LINE OF PARCEL 1 (6834 OR 208) FROM A TANGENT THAT BEARS NORTH 12°59'18" EAST, ALONG A CURVE TO THE LEFT WITH A RADIUS OF 50.00 FEET, THROUGH AN ANGLE OF 22°35'21", AN ARC LENGTH OF 19.71 FEET TO A POINT OF COMPOUND CURVATURE; THENCE ALONG A TANGENT CURVE TO THE LEFT WITH A RADIUS OF 697.00 FEET, THROUGH AN ANGLE OF 29°22'58", AN ARC LENGTH OF 357.44 FEET; THENCE NORTH 38°59'01" WEST, 123.28 FEET TO THE NORTHWESTERLY LINE OF SAID PARCEL 2 (6834 OR 208); THENCE ALONG THE LAST SAID LINE SOUTH 34°14'15" WEST, 47.01 FEET; THENCE SOUTH 33°59'01" EAST, 135.67 FEET; THENCE ALONG A TANGENT CURVE TO THE RIGHT WITH A RADIUS OF 690.34 FEET, THROUGH AN ANGLE OF 19°48'34", AN ARC LENGTH OF 238.68 FEET TO SAID SOUTHWESTERLY LINE OF PARCEL 1 (6834 OR 208); THENCE ALONG THE LAST SAID LINE SOUTH 47°37'45" EAST, 103.06 FEET TO THE POINT OF COMMENCEMENT.

APN: 560-050-019 (PORTION)

PARCEL 27:

THAT PORTION OF THE 16 FOOT STRIP OF LAND KNOWN AS ENCINAL AVENUE, FORMERLY KNOWN AS THE EXTENSION OF MEADE STREET, AS SAID STRIP IS SHOWN ALONG THE EXTERIOR BOUNDARY OF "HARBORFRONT TRACT, CITY OF RICHMOND, CONTRA COSTA CO., CAL.", FILED MAY 26, 1913 IN BOOK 10 OF MAPS, PAGE 228, CONTRA COSTA COUNTY RECORDS, LYING EASTERLY OF THE SOUTHERLY EXTENSION OF THE WESTERLY LINE OF THE LAND DESCRIBED AS PARCEL 2 IN THE DEED TO RICHMOND REDEVELOPMENT AGENCY RECORDED OCTOBER 3, 1984 IN BOOK 12002, PAGE 941, SERIES NO. 84-144535, OFFICIAL RECORDS, SAID WESTERLY LINE BEING A CURVE CONCAVE WESTERLY WITH A RADIUS OF 690.34 FEET, AND LYING NORTHWESTERLY OF THE SOUTHWESTERLY EXTENSION OF THE EASTERLY LINE OF SAID PARCEL 2 IN SAID DEED TO RICHMOND REDEVELOPMENT AGENCY, SAID EASTERLY LINE BEING A CURVE CONCAVE WESTERLY WITH A RADIUS OF 50.00 FEET.

PARCEL 28:

THAT PORTION OF LOT 1 IN BLOCK 9 AS SAID LOT AND BLOCK ARE SHOWN ON THE MAP OF HARBORFRONT TRACT, FILED MAY 28, 1913 IN BOOK 10 OF MAPS, PAGE 228, CONTRA COSTA COUNTY RECORDS, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHERLY CORNER OF SAID LOT 1; THENCE ALONG THE EASTERLY LINE OF SOUTH 49TH STREET FORMERLY SEAGATE AVENUE, SOUTH 20°37'15" WEST, 5.09 FEET; THENCE FROM A TANGENT THAT BEARS SOUTH 34°06'43" EAST, ALONG A CURVE TO THE RIGHT WITH A RADIUS OF 1120.01 FEET, THROUGH AN ANGLE OF 0°07'42", AN ARC LENGTH OF 2.51 FEET; THENCE SOUTH 33°59'01" EAST, 52.51 FEET TO THE SOUTHEASTERLY LINE OF SAID LOT 1; THENCE ALONG LAST SAID LINE AND ALONG THE NORTHEASTERLY LINE OF SAID LOT, NORTH 34°14'15" EAST, 9.80 FEET AND NORTH 39°11'45" WEST, 54.55 FEET TO THE POINT OF COMMENCEMENT.

APN: 560-042-009 (OLD)
APN: 560-050-023 (NEW) PORTION

EXHIBIT A
(Continued)

PARCEL 29:

BEING ALL OF THAT CERTAIN PARCEL OF LAND DESCRIBED IN THE DIRECTOR'S DEED FROM THE STATE OF CALIFORNIA TO THE CITY OF RICHMOND CONTAINED IN RESOLUTION NO. 5286 RECORDED JUNE 7, 1952 IN BOOK 1957 AT PAGE 355, OFFICIAL RECORDS OF CONTRA COSTA COUNTY, AND A PORTION OF SOUTH 47TH STREET AS SAID STREET IS SHOWN ON THAT CERTAIN MAP ENTITLED, "OFFICIAL MAP OF THE TOWN OF STEGE", FILED JANUARY 22, 1903 IN BOOK "E" OF MAPS AT PAGE 98, CONTRA COSTA COUNTY RECORDS, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

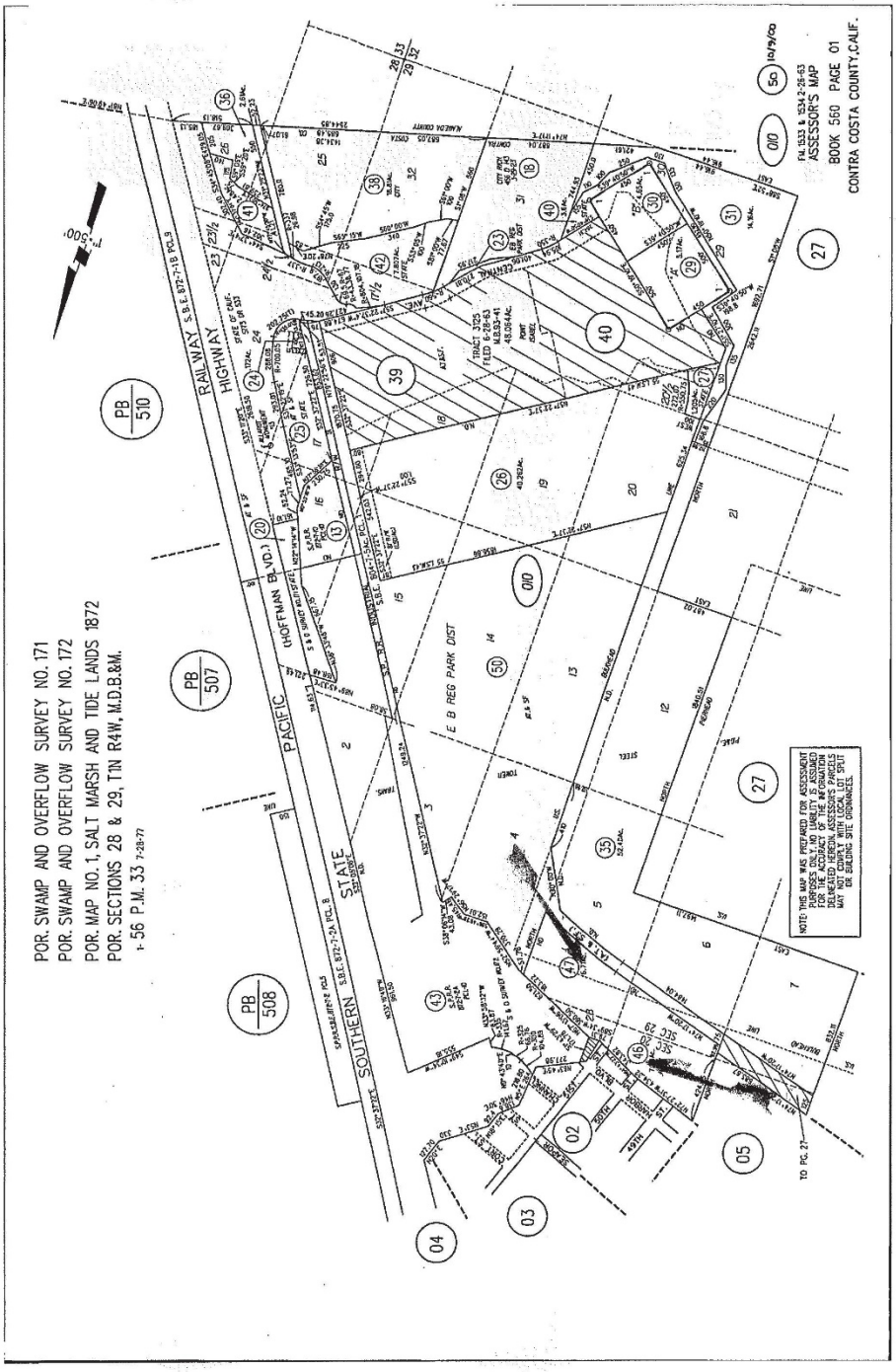
BEGINNING AT A POINT IN THE SOUTHEASTERLY LINE OF SOUTH 46TH STREET, FORMERLY LAUREL AVENUE, AS SAID STREET IS SHOWN ON THE MAP OF KEYSTONE BUSINESS BLOCKS FILED JUNE 1, 1912 IN BOOK 7 OF MAPS AT PAGE 161, CONTRA COSTA COUNTY RECORDS, SAID POINT BEING THE MOST WESTERLY CORNER OF SAID CITY OF RICHMOND PARCEL; THENCE ALONG THE SOUTHWESTERLY LINE OF SAID CITY OF RICHMOND PARCEL, SOUTH 64°27'20" EAST, 150.66 FEET TO THE SOUTHERLY CORNER THEREOF, SAID CORNER BEING A POINT IN THE NORTHWESTERLY LINE OF SAID SOUTH 47TH STREET, SAID CORNER BEING ALSO THE NORTHERLY MOST CORNER OF THAT CERTAIN PARCEL OF LAND DESCRIBED IN ORDER OF VACATION NO. 625, VACATING A PORTION OF SOUTH 47TH STREET, RECORDED AUGUST 19, 1959 IN BOOK 3436 AT PAGE 261, OFFICIAL RECORDS OF CONTRA COSTA COUNTY; THENCE ALONG THE NORTHEASTERLY LINE OF SAID PARCEL DESCRIBED IN ORDER OF VACATION NO. 625, SOUTH 64°45'09" EAST, 66.63 FEET TO THE EASTERLY CORNER THEREOF, SAID CORNER BEING ALSO THE MOST WESTERLY CORNER OF THAT CERTAIN PARCEL OF LAND DESCRIBED IN ORDER OF VACATION NO. 852, VACATING A PORTION OF MEADE STREET, RECORDED AUGUST 3, 1989 IN BOOK 15241 AT PAGE 749, OFFICIAL RECORDS OF CONTRA COSTA COUNTY; THENCE ALONG THE NORTHERLY LINE OF SAID PARCEL DESCRIBED IN ORDER OF VACATION NO. 852, EASTERLY AND SOUTHEASTERLY ALONG THE ARC OF A 35.00 FOOT RADIUS, NON-TANGENT CURVE TO THE RIGHT, THE CENTER OF WHICH CURVE BEARS SOUTH 33°56'39" EAST, THROUGH A CENTRAL ANGLE OF 84°45'41", AN ARC DISTANCE OF 51.78 FEET TO A POINT IN THE NORTHEASTERLY LINE OF LAST SAID PARCEL, SAID POINT BEING A POINT OF CUSP; THENCE TANGENT TO LAST SAID CURVE, ALONG THE NORTHWESTERLY PROLONGATION OF SAID NORTHEASTERLY LINE, NORTH 39°10'45" WEST, 114.11 FEET TO THE INTERSECTION THEREOF WITH THE AFOREMENTIONED NORTHWESTERLY LINE OF SOUTH 47TH STREET; THENCE ALONG SAID NORTHWESTERLY LINE OF SOUTH 47TH STREET, SOUTH 33°17'50" WEST, 2.96 FEET TO THE MOST EASTERLY CORNER OF THE AFOREMENTIONED CITY OF RICHMOND PARCEL; THENCE ALONG THE NORTHEASTERLY LINE OF SAID CITY OF RICHMOND PARCEL, NORTH 64°27'20" WEST, 150.66 FEET TO THE MOST EASTERLY CORNER THEREOF, SAID CORNER BEING A POINT IN THE AFOREMENTIONED SOUTHEASTERLY LINE OF SOUTH 46TH STREET; THENCE ALONG SAID SOUTHEASTERLY LINE OF SOUTH 46TH STREET, SOUTH 33°17'49" WEST, 60.55 FEET TO THE POINT OF BEGINNING.

APN: 560-050-023 (PORTION)

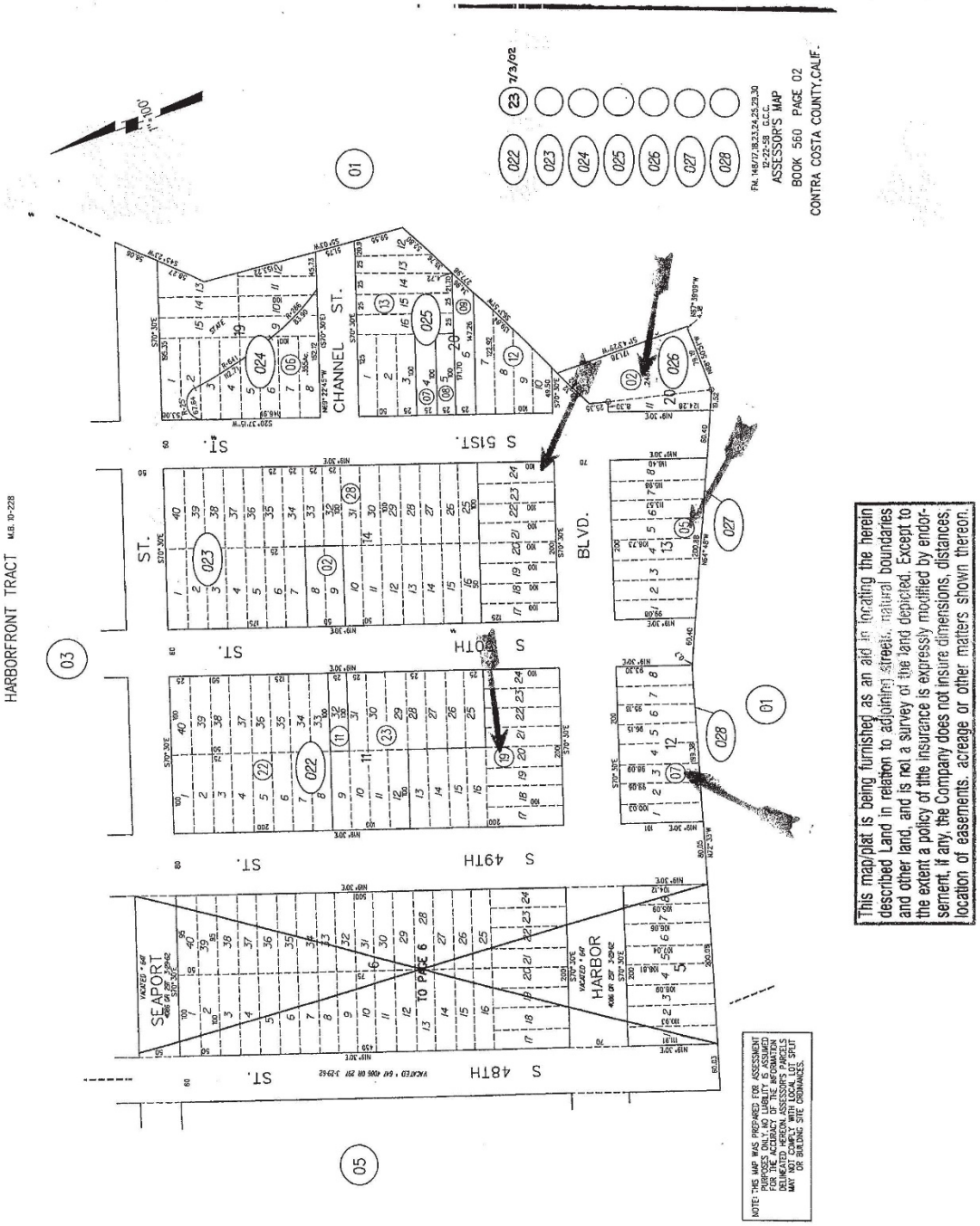
EXHIBIT B

DEPICTION OF PROPERTY

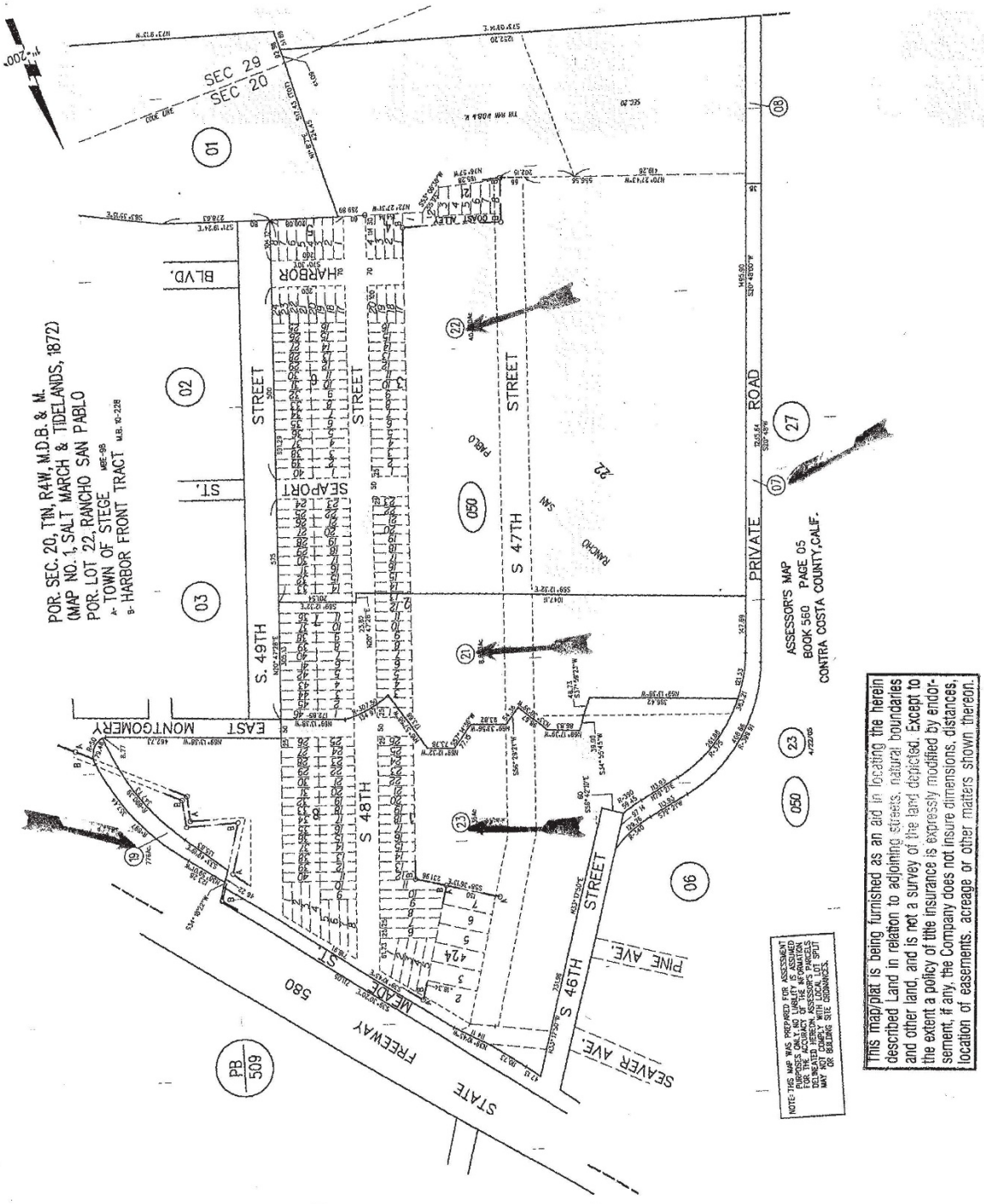
The Property is as depicted on the approved Vesting Tentative Map for the Project entitled "Vesting Tentative Map for Condominium Purposes - Campus Bay" and as also depicted on the following pages attached to and part of this Exhibit B.



This map/plat is being furnished as an aid in locating the herein described Land in relation to adjoining streets, natural boundaries and other land, and is not a survey of the land depicted. Except to the extent a policy of title insurance is expressly modified by endorsement, if any, the Company does not insure dimensions, distances, location of easements, acreage or other matters shown thereon.



Description: Contra Costa,CA Assessor Map 560.2 Page: 1 of 1
Order: sdo Comment:



Description: Contra Costa,CA Assessor Map 560.5 Page: 1 of 1
Order: sdc Comment:

EXHIBIT C

PROJECT DESCRIPTION[1]

Campus Bay is a mixed-use project, consisting primarily of residential development with a commercial component, as illustrated on attached **Exhibit C-1**. The Project Site is located within Sub-Area 4 of the Specific Plan and land uses for the Project will be consistent with the Specific Plan. The Project Site (also known as the Zeneca Site) consists of approximately 89.6 acres. Within this area, approximately 63.7 acres will be dedicated to new development of former manufacturing areas. The remaining approximately 25.9 acres are currently undergoing biological restoration for preservation as shoreline natural habitat areas.

The Project Site is bounded along the north by Meade Street, on the east generally by South 49th St, on the south by the shoreline, with portions bounded by the San Francisco Bay Trail, and on the west by portions of South 46th Street as well as property owned by the University of California.

The Project Site is not currently in use. As further described below, the Project Site contains contaminated soil, soil vapor, and groundwater as a result of chemical processing operations associated with a former manufacturing plant (Stauffer Chemical), and environmental remediation activities have been completed as well as ongoing, subject to DTSC oversight. Pursuant to the State of California Health and Safety Code and other Applicable Law (including the FS/RAP), contamination will continue to be addressed to ensure the health and safety of future residents and users of the Project Site.

The Project includes a subdivision of land into thirty-four development parcels contained in ten blocks. Developer will build new internal streets and utility systems to serve all parcels. Maintenance is anticipated to be performed by one or more newly formed homeowners' associations or by means of a CFD (with respect to public improvements). Street A will be the primary north-south street. The new Street B will extend northwest from the existing intersection of Montgomery and 51st Streets. The Developer proposes to extend Seaport westerly through the Project.

Project construction will include grading to create development pads, installation of infrastructure consisting of storm drainage, sewer, water and electrical utilities, and construction of parks in various locations throughout the Project. Streets will consist of pavement, curb, gutter and sidewalks. Subsequent to the creation of the new parcels and the construction of infrastructure to serve those parcels, individual applicants will propose specific projects for each development parcel and will process an application for Subsequent City Approvals for each parcel, pursuant and subject to Applicable City Regulations.

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[1] Unless otherwise defined in this Exhibit C, all capitalized terms used in this Exhibit shall have the same meanings as set forth elsewhere in the Development Agreement. Any future modifications to the Project pursuant to any Subsequent City Approvals or otherwise approved by City pursuant to applicable provisions of the Development Agreement, shall not require any modification to this Exhibit (see Development Agreement Sections 2.7 and 8.4).

The Project will be constructed in two major phases as illustrated on attached **Exhibit C-2** (each, a "**Phase**"). The first Phase (Phase 1) will consist of approximately 22.3 acres, and the second Phase (Phase 2) will encompass the remainder of the Project's developable land, or approximately 25.9 acres. Phases 1 and 2 may be further broken down into sub-phases (each, a "**Sub-Phase**"), consistent with the horizontal land development activities necessary to grade the site and construct the Project infrastructure. Several buildings exist at the Project Site, which will be demolished at the commencement of land development activities for the Project.

The Project will consist of a mix of residential rental units as well as units for sale. All units planned for the Project are anticipated to be attached units within multi-family buildings, with no single family detached units planned. Building types will range from 3 and 4-story structures, to taller buildings up to 8 stories in height. The Specific Plan imposes a maximum building height of 85 feet. The Project will include a wide array of floor plans and unit types, from small, entry level units, up to large townhome flats, in order to provide housing types which respond to all segments of the housing market.

The Project will also include commercial uses. A grocery store of 20,000 minimum square feet in size will be constructed in the first Phase of the Project (northern area of the site), with a specific location to be determined with City approval at a future point in time in accordance with the Development Agreement. Also within the northern area of the site, north of Seaport Ave, and along portions of Streets A and B, the Project will include ground floor commercial spaces. The uses in these spaces will include a range of possible commercial uses as allowed by the Specific Plan and will be determined as the Project builds out, based on market demand and the property's recorded land use covenants. Along Street A, between Street B and Seaport Ave, live-work units will be constructed, with ground floor space available for use for either commercial or residential purposes, within live-work building and unit types.

The Project proposes six parks totaling approximately 5.3 acres, for use by residents as well as members of the public and approximately 25.9 acres of biological preserve open space along the San Francisco Bay frontage. In aggregate, this represents a total of approximately 31.2 acres or 34.8% of the total property area.

The main central spine park will be built along a portion of Street A, beginning south of Street B and ending at Street D to the south. In this zone, Street A will consist of a pair of one-way travel routes, with park area in the middle. This land area will be improved as an urban park, with features and uses appropriate for its urban location. This urban park will span three blocks in length and will total approximately 1.4 acres, providing open space and view opportunities for buildings facing this central spine park.

At the south end of the Project's development area, on the south side of Street D, a shoreline park will be built of approximately 2.9 acres in size. This shoreline park will have a curvilinear shape, conforming to the topography of the site in this zone. Uses in this park will include meandering walkways, seating areas, lookout points, lawns and play areas. Adjacent along this park's southern edge, open space has been preserved and restored as habitat for plant, bird and animal species native to the San Francisco Bay tidal zones.

At the Project's southeast corner, south of the intersection of S. 51st Street and Channel Street, the Project includes a pedestrian connection to the San Francisco Bay Trail. At this connection, the Project will include pathways, landscaping, lighting and signage. In addition, depending on approval of the applicable Regulatory Authorities, the trailhead will also include parking spaces and a restroom facility.

In addition to these two primary parks, there will be two other parks as well. At the intersection of Streets A and B, a triangular park of approximately 0.4 acre in size will provide an urban plaza. Last of all, at the Project's eastern point of entry on Seaport Drive, a park of approximately 0.4 acre will mark entry into the Project Site.

The Project includes new and improved public streets (which may be dedicated), as well as associated bike lanes, sidewalks and landscaping, to serve the future land uses, as more particularly described in the Specific Plan and Initial City Approvals. The Project will include directional and identifying signage, including components as allowed by the Specific Plan. The palette of street plantings and trees will be consistent with those allowed under the Specific Plan.

The Project will treat all stormwater runoff onsite prior to discharge. Individual sites will treat stormwater runoff within each development pad, before releasing into the backbone system located within the streets. The backbone system will be designed to capture and treat all surface water from paved streets and sidewalks throughout the Project. After treatment, treated water flows will be released into the open space preserve areas located on the Project Site along the southern boundary. Periodic, light flows into the wetland areas in the open space preserve areas are designed to sustain and support revegetated native plant materials in and around the habitat area. During periods of heavy runoff, excess flows will drain by gravity into the San Francisco Bay.

The Project is located at the site of the former Stauffer Chemical manufacturing plant. Chemical processing at the site resulted in contamination of soil, soil vapor, and groundwater at the site, over the time period during which manufacturing took place at the site. Under the State of California Health and Safety Code, contamination must be addressed to ensure the health and safety of future residents and users of the Property. Zeneca Inc., as the site owner, performed soil and groundwater remediation at the site between 2001 and 2002, before selling the Property to Cherokee Simeon Venture I, LLC (CSVI), in December 2002. CSVI continued remedial activities at the site from 2003 through 2005 and again in 2008. In 2005, DTSC became the lead state regulatory agency to provide oversight of the environmental remediation. Subsequently, two Feasibility Study and Remedial Action Plans (abbreviated as FS/RAPs) were prepared by Zeneca, Inc., for the site. One FS/RAP was prepared to address the lagoon habitat in the southeast portion of the site. The remedy consisted of soil/sediment remediation and habitat restoration and was implemented from 2018 to January 2020. A separate FS/RAP was prepared for the future development areas of the Site. In October 2019, DTSC approved the recommended remedial alternative proposed in that FS/RAP. In accordance with the development area FS/RAP, additional remedial activities are required to address residual concentrations of contaminants in soil, soil vapor, and groundwater. The remedial plan includes installation of the additional monitoring wells; installation and operation of the SVE system; in-situ groundwater injections; focused soil excavation; and installation of permanent protective caps installed over the majority of the development areas of the property. The type, extents, and composition of these protective caps are defined in the FS/RAP. The Project will construct the permanent caps, either in conjunction with the horizontal construction activities of the master plan development or the vertical construction activities within each development pad. Land use restrictions will be recorded and monitoring will be conducted to help ensure that the remedial measures are protective of future residents and users

EXHIBIT C-1

PROJECT SITE PLAN

PRELIMINARY
SITE PLAN
CAMPUS BAY

CITY OF RICHMOND CONTRA COSTA COUNTY CALIFORNIA

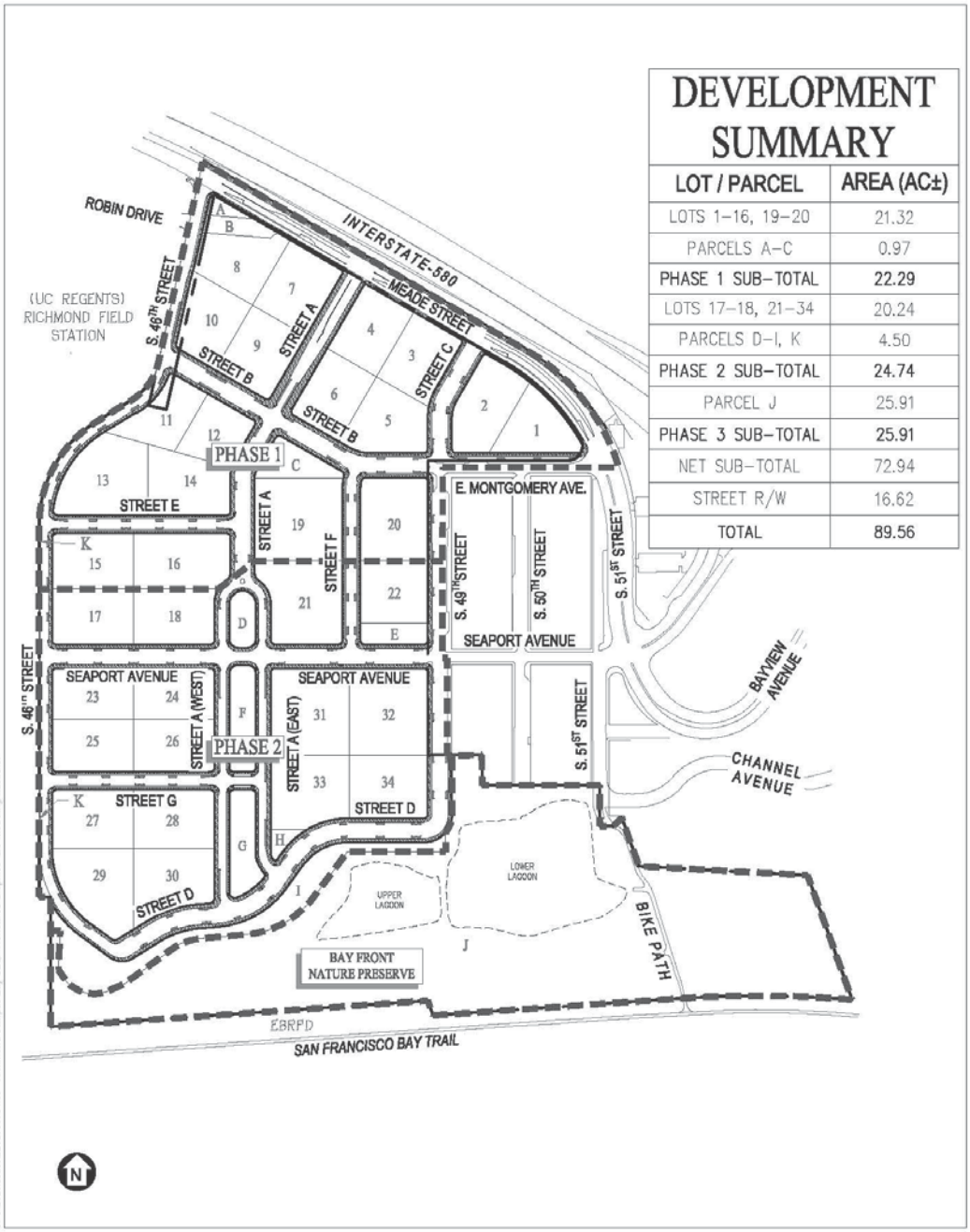
DATE: NOVEMBER 3, 2020 SCALE: 1" = 400'

cbg
SAN RAMON (925) 866-0322
ROSEVILLE (916)788-4456
WWW.CBANDG.COM
CIVIL ENGINEERS ▪ SURVEYORS ▪ PLANNERS

F:\3000-000\ACAD\EXHIBITS\022 - SITE PLAN_8.5X11.DWG

EXHIBIT C-2

PROJECT PHASING PLAN



SOURCE: CBG Civil Engineers, 2020

Campus Bay Project Addendum

Figure 2-5
Proposed Preliminary Phasing Plan

ESA

EXHIBIT D

CONDITIONS OF APPROVAL

1. **Substantial Conformance:** The project shall be completed in substantial conformance with the Project Plans, submitted to and received by Community Development on September 25, 2020, except as may be modified by the conditions of approval for the project.

2. **Conditions of Approval on Plans:** All conditions of approval shall be written on the first or second page of the construction plans submitted for review and approval, along with annotations by the applicant of where the conditions have been met on the drawing set. These conditions of approval shall be on, at all times, all grading and construction plans kept on the project site.

3. **Responsibility to Inform**: The applicant shall be responsible for informing all subcontractors, consultants, engineers, or other business entities providing services related to the project of their responsibilities to comply with all pertinent requirements herein, in the City of Richmond Municipal Code ("RMC"), including the requirement that a business license be obtained by all entities doing business in the City as well as hours of operation requirements in the City.

4. **Changes to Design:** Prior written approval from the Community Development Director or his/her designee shall be received by the applicants before any minor changes are made to the site design, grade, and vesting tentative map. Major changes shall be subject to review by the Design Review Board or Planning Commission at the Community Development Director's discretion.

5. **Maintenance**: The permittee, shall, at all times, keep the property in good order. This includes repair and maintenance of all structures, fences, signs, walks, driveways, painting, etc. as may be necessary to preserve a high quality environment. All landscaped areas shall be maintained free of litter, debris and weeds. All plantings shall be permanently maintained in a healthy growing condition, and whenever necessary, replaced with equivalent planting materials to ensure continued conformance with approved plans. Every sign shall be kept up and maintained in a secure and safe condition. Signs shall be kept free of rust, corrosion, peeling paint, cracks, fading and other surface deterioration.

6. **Transportation Demand Managemen**t: The applicant shall prepare a Transportation Demand Management (TDM) Plan in compliance with Section 4.8.7 of the Richmond Bay Specific Plan. The TDM plan shall include an implementation plan and shall be subject to review and approval by the Zoning Administrator.

7. **Stormwater Management during Construction:** During construction activities, the applicant shall reduce or prevent to the maximum extent practicable the direct or indirect discharge of any dust or pollutant into the storm drain system utilizing best

management practices contained in the California Storm Water Best Management Practices Handbook for Construction Activities. Construction activities include but are not limited to: watering operations; roadwork and paving operations; concrete and painting; structure construction and painting; construction material storage and handling; construction waste/debris storage and disposal; and, construction equipment/vehicle cleaning, maintenance and fueling operations. The project sponsor is also responsible for training all contractors and subcontractors on the best management practices identified in the California Storm Water Best Management Practices Handbook for Construction Activities which shall be made available by the project sponsor at the pre-construct meeting of the project.

8. **Encroachment Permit Required**: All work within the public right-of-way, including but not limited to utilities and grading, shall be explicitly noted with the building plans. The applicant shall obtain all necessary encroachment permits from the City of Richmond Public Works Department prior to issuance of building permits for all work and construction encroach within or over the public right-of-way, including, but not limited to, balconies, fire ladders, outdoor restaurant seating, bike racks, water meters, backflow devices, signs and curb/gutter/sidewalk improvements. Easements, subject to the approval of the City Council, shall be required for any structural features extending on, over, or under any public right of way.

9. **Indemnification**: The applicant agrees, on behalf of itself, its successor in interest and assigns, to defend, indemnify, and hold harmless the City, its Council, Planning Commission, advisory boards, officers, employees, consultants and agents (hereinafter "City") from any claim, action or proceeding (hereinafter "Proceeding") brought against the City to attack, set aside, void or annul the City's actions regarding any development or land use permit, application, license, denial, approval or authorization, including, but not limited to, variances, use permits, developments plans, specific plans, general plan amendments, zoning amendments, approvals and certifications pursuant to the California Environmental Quality Act, and/or any mitigation monitoring program, or brought against the City due to acts or omissions in any way connected to the applicant's project. This indemnification shall include, but not be limited to, damages, fees and/or costs awarded against the City, if any, and costs of suit, attorneys fees and other costs, liabilities and expenses incurred in connection with such proceeding whether incurred by applicant or City. If applicant is required to defend the City as set forth above, the City shall retain the right to select the counsel who shall defend the City.

10. **CEQA Compliance.** Permittee shall comply with the adopted mitigation monitoring and reporting program (“MMRP”).

11. **Expiration**. The approval or conditional approval of this vesting tentative map shall be valid for two years from the date of final approval, or such longer period specified in the Development Agreement, within which time the final map may be presented to the City Council for acceptance and recordation, unless an extension is granted per RMC Section 15.04.703.100(c) or is allowed pursuant to Section 66452.6(a) of the Subdivision Map Act if the filing of multiple final maps is authorized and if the subdivider is required to provide off-site improvements in the amounts specified in Section 66452.6(a) of the Subdivision Map Act. The expiration of the approved or conditionally approved vesting tentative map shall terminate all proceedings and no final map of all or any portion of the real property included within the vesting tentative map shall be filed with the legislative body without first processing a new tentative map. Once a timely filing is made, subsequent actions of the local agency, including, but not limited to, processing, approving, and recording, may lawfully occur after the date of expiration of the tentative map. Delivery to the county surveyor or city engineer shall be deemed a timely filing for purposes of this section.

12. **Final Plans**. Improvement plans and an improvement agreement shall be approved by the City prior to the construction of any subdivision improvements.

13. **Dedication to the City**. All new roadways, sidewalks, and pathways shall be designated as easements for the benefit of the public. These areas shall be accessible to all utilities providing water and sanitary sewer as well as those regulated by the Public Utilities Commission. The maintenance of all project roadways and utilities within the public rights of way shall be maintained by the applicant, or Home Owners association, or Community Facilities district in perpetuity.

14. **Site Drainage.** The project shall be designed to comply with the Department of Toxic Substances Control Site Investigation and Remediation Order Docket Number 06/07-005, specifically Conditions 8 and 9 of the Regional Water Quality Control Board Section 401 Water Quality Certification. The applicant shall demonstrate the following:

    a. Provide hydraulic calculations demonstrating that re-development of the site shall not result in the diversion of stormwater runoff from the lagoons and that post-remediation stormwater runoff continues to be directed to the lagoons to support the wetland hydrology in perpetuity. Redirection of runoff from the watershed to strom drain pipes or other water bodies is prohibited without review and approval by the Regional Water Quality Control Board Executive Officer. Treated stormwater and flows in excess of the treatment requirements shall be discharged to the lagoons in a manner similar to pre-remediation

conditions. Demonstrate how flows in excess of the pre-development condition are managed.

b. Provide a draft hydraulic analysis illustrating the flow and hydraulic grade line of storm water runoff in the collection system for the 10- and 100-year storms in the existing and future sea level rise scenarios.
c. The applicant shall develop a bioretention basin that prevents storm water from infiltrating the ground. The project shall implement a method to confirm that the basins are containing storm water to the satisfaction of the City Engineer.
d. All roadways, sidewalks, and plazas intended for public access shall integrate storm water quality infrastructure consistent with the Contra Costa Clean Water Program Stormwater C.3 Guidebook 7th Edition.
e. The Project shall comply with Municipal Regional Permit C.3 requirements.

15. **Stormwater Management.** The applicant shall submit an Operations and Maintenance ("O&M") Plan as well as an Agreement per the City of Richmond Templates for the storm water quality facilities. After approval of the O&M Plan and Agreement by the Water Resource Recovery Department the following shall occur:

    a. The property owner must sign and notarize the Agreement first.

    b. Then submit it to the City along with a legal description of the property.

    c. City officials will sign and notarize the Agreement.

    d. The executed Agreement is recorded with the County by the City.

    e. The City will provide Property Owner a copy of the recorded Agreement.

16. **Transportation.** The applicant shall comply with the following conditions:

    a. The applicant shall have street improvement plans prepared by a licensed civil engineer and obtain the Engineering Division's approval prior to approval of the Final Map.
    b. S 46th Street shall be constructed to the CDS-60-40 (Campus Edge) condition as detailed in the Richmond Bay Specific Plan. This shall be completed within the project site. Alternatively, the applicant can negotiate with the adjacent property owner(s) to install a portion of the roadway on their property. The full width of the roadway as required by the Specific Plan shall be completed by the applicant, regardless of which property it is installed upon.
    c. S 49th and Montgomery Streets shall be constructed as 80' ROW-Flexible Frontage Thoroughfares as defined in the Specific Plan. The applicant shall construct the buffered bicycle lane along the frontages of existing uses providing a buffered lane in both directions. The applicant shall resurface the

entire roadway to the satisfaction of the City Engineer prior to striping of the roadway.

d. The applicant shall install a two-way Class IV bikeway along the south and west side of Meade Street. The bikeway shall be at the same elevation as the sidewalk and shall be at least 14 feet wide. The applicant shall also install Class 2 bicycle lanes along S 51st Street between E Montgomery Avenue and Seaport Boulevard. The applicant shall also install a traffic signal at the intersection of E Montgomery Avenue and S 51st Street.
e. The applicant shall re-surface Meade Street along the project's frontage and re-stripe providing vehicle lanes of 11 feet. The left turn lanes shall be accommodated by striping; a raised center median is not required.
f. Street A shall have the following features:
    i. Street A's intersection with Street D shall be a 90-degree T-intersection.
    ii. Street A East and Street A West shall be raised to the elevation of the sidewalk. The project shall integrate streetscape features and striping to clearly delineate the separation between vehicle and pedestrian areas. See Condition 44 for length of improvement.
g. Street B-1 shall be reconfigured to be a two-way street (CS-80-54-BL) that intersects perpendicularly to Street A. Street B-2 shall be eliminated and integrated into the Parcel C civic space.
h. The applicant shall provide two Class 1 multi-use trail connections between the development and the existing San Francisco Bay Trail on S. 51st Street and a new Bay Trail connection to be built from the end of S.46th Street as part of the project in accord with the San Francisco Bay Trail Design Guidelines and Toolkit.
a. The applicant shall construct new traffic signals at Meade Street's intersection with S 46th Street, E Montgomery Avenue, and Seaport Avenue.
b. The applicant shall extend the City's fiber optic network to all new traffic signals. This shall include two 2 inch in diameter conduits, a 72 single mode fiber optic cable, access boxes, hardened Ethernet switch, a 1 Gb/s transceiver, and all associated appurtenances.
i. The applicant shall demonstrate that all intersections have adequate sight distance anticipating the future building development on the lots.
j. All streets accessible to the public shall have accessible parking consistent with the United States Access Board's proposed guidelines for accessibility within public rights-of-way. The total number, configuration, and distribution of stalls shall be developed to the satisfaction of the City Engineer.
k. The applicant shall provide electric vehicle charging stations along all streets accessible by the public consistent with the requirement of the Richmond Bay Specific Plan's "Parking and Transportation Demand Management Standards."

17. Grading. The applicant shall comply with the following conditions:

a. The applicant shall demonstrate that upon completion of the mass grading activity, storm water will not be trapped and/ or create pools of runoff. In addition, the applicant shall demonstrate that stormwater from offsite areas that drains to the development is collected and conveyed.
b. The applicant shall construct all roadways, sidewalks, and pathways to match the adjoining areas without abrupt transitions and consistent with the City's standards.
c. All public access areas including roadways and plazas as well as private parcels shall be constructed to an elevation above sea level rise consistent with the Richmond Bay Specific Plan and City of Richmond General Plan. If raising the elevation creates conflict with adjacent private parcels, the applicant shall demonstrate an approach that adapts the site to raise elevations in the future to prevent inundation from sea level rise.

18. Utilities. The applicant shall comply with the following conditions:

a. The Project is required to retrofit all existing and new drain inlets and catch basins on-site and adjacent offsite with full-trash capture device per RMC 12.22.090(a). Include detail of the chosen device on plan sheet and indicate the locations where they will be installed (see attached list of approved full trash capture devices). As part of the Stormwater Control Plan ("SWCP") the project shall be listed in the text for the trash inserts within the "Source Control Measures" and Section VI "Stormwater Facility Maintenance" Section of the SWCP.
b. The applicant shall clearly illustrate the extent and depth of the clean utility corridors in the final plans.
c. The applicant shall install electrical and communications infrastructure to support the development, including appropriate cable television systems and telephone and internet service, to each parcel.
d. The applicant shall install street lighting consistent with the City of Richmond's standards as well as those of the Illuminating Engineering Society's guidelines in effect at the time of permit issuance.
e. The applicant shall install storm drainage consistent with the City of Richmond's standards.
f. The applicant should consider installing a recycled water pipeline within the public roadways for future use.
g. The applicant shall coordinate with the City's Engineer to evaluate the downstream condition and capacity of the sanitary sewer collection system. The applicant shall improve all pipelines and related appurtenances to support

the additional wastewater generated by the development. The applicant shall install the sanitary sewer consistent with the City of Richmond's standards.

h. The applicant shall review the condition of all existing pump stations within the development. All pump station shall be upgraded to the City of Richmond's current standards. All pump stations within the development area shall be owned and maintained by the applicant.

i. The applicant shall locate the City's backbone fiber optic cable, which is located crossing Meade Street and State Route 580 at the driveway to the UC Field Station.

19. **As-Built.** The applicant shall provide as-built drawing to the City Engineer for all improvements constructed onsite and off-site as part of the project. The as-built drawings must be stamped by the engineer of record for the project.

20. **Effectiveness of Approval.** This approval shall not become effective unless and until applicant and City have executed the Development Agreement with respect to the project. From and following the effective date of the Development Agreement, this approval shall be and remain subject to all terms and conditions of the Development Agreement and in the event of any conflict between this approval, including but not limited to the conditions of approval and the rights of applicant under this approval, and any provisions of the Development Agreement, the Development Agreement shall control.

21. **Community Benefits.** Applicant shall satisfy all Community Benefits to be provided by the project as set forth in City Council Resolution No. 91-19, adopted September 24, 2019, and the Development Agreement.

22. The furthest projection of the exterior wall of a building shall be accessible from within 150 ft. of an approved Fire Department access road and water supply as measured by an unobstructed route around the exterior of the building. CFC 503.1.1.

23. Roads used for Fire Department access shall have an unobstructed width of not less than 20' for structures up to and including 30' in height and not less than 26' in width for structures in excess of 30' in height. Roads used for Fire Department access shall have an unobstructed vertical clearance of 13'6" or more. CFC 503.2.1.

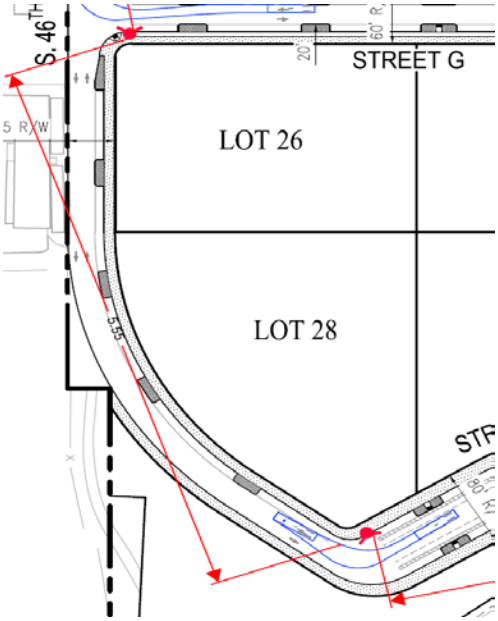
24. When access roads are divided by a median and two lanes of one way traffic exist, the minimum single lane width may be reduced to 16 feet. (Meade Street Section)

25. Fire lanes provided for aerial ladder/truck rescue operations around buildings four (4) or more stories in height shall have their clear access portion from a distance of thirty (30) feet for the closest portion of the fire lane to a distance of fifty (50) feet for the most distant portion of the fire lane in respect to the building perimeter walls.

26. Fire Apparatus access roads shall be designed and maintained to support the imposed loads of fire apparatus and shall be surfaced so as to provide all-weather driving capabilities (minimum 74,000 lbs.). CFC 503.2.3.

27. Fire Department access roadways having a grade of between 16 percent and 20 percent shall be designed to have a finish surface of grooved concrete sufficient to hold a 45,000 pounds traction load. The grooves in the concrete surface shall be ½ inch wide by ½ inch deep and 1 ½ inch on center and set at a 30 to 45 degree angle across the width of the roadway surface. No grade shall exceed 20 percent, nor shall the cross slope exceed 8% unless authorized in writing by the fire code official.

28. Provide the required fire hydrants in accordance with CFC 507 and Appendix B, Section B105. One additional hydrant needs to be provided between Lots 26 and Lot 28 (also noted as Lots 27 and 28 on certain sheets). *(See detail provided below)



29. Note: Appendix B, Table B105.1 (2) has been amended by the City of Richmond so that the maximum amount of fire flow reduction is limited to 50% of the required GPM of Table B105.1 (2). The minimum fire flow requirement shall not be less than 1,500 GPM.

30. Fire service mains shall not cross property lines unless a reciprocal easement agreement is provided.

31. Maintenance agreements shall be entered into by Applicant with City for the interior roadways of the proposed complex and for the fire protection systems. The agreement shall be recorded with the Public Recorders Office having jurisdiction at the time of first Final Map approval and shall provide for the following:

a. Provisions for the necessary repair and maintenance of the roadway surface

b. Removal of vegetation overgrowing the roadway and infringing on the roadway clear vertical height of thirteen feet six inches (13’6”) and/or width of twenty feet (20’)

c. Provisions for the maintenance, repair, and/or replacement of NO PARKING-FIRE LANE signage or striping

d. Provisions for the necessary repair and maintenance of vehicle and pedestrian access gates and opening systems

e. Unrestricted use of and access to the roadways covered by the agreements.

f. Provisions for the control of vehicle parking in prohibited areas and a mechanism for the removal of vehicles illegally parked.

g. Maintenance and timely repair of all fire protection systems, including but not limited to hydrants, fire alarm systems and fire sprinklers.

32. Timing and Installation. When fire protection, including fire apparatus access roads and water supplies for fire protection, is required to be installed, such protection shall be installed and made serviceable prior to and during the time of construction. CFC 501.4.

33. Provide a water flow test. (Make arrangements through East Bay Municipal Utility District). CFC 507.4.

34. Provide appropriate Knox access for site. CFC 506.

35. Roads used for Fire Department access that are less than 28 feet in width shall be marked "No Parking Fire Lane" on both sides; roads less than 36 feet in width shall be marked on one side.

36. An automatic fire sprinkler system shall be installed in any portion of a building when the floor area of the building exceeds 5,000 square feet for Occupancy Groups A, B, E, F-1, S, Group M occupancies exceeding 1,500 square feet, all buildings with 3 stories or more than 35’ in height (as measured in accordance with CBC Chapter 5 CFC), all structures within the VHFHSZ areas of Richmond City, any structure that requires a fire flow in excess of 2,000 GPM and all R Occupancies. Fire Code Amendments 903.2

37. Locate and identify Fire Department Connections (FDCs) no further than 100 feet from a fire hydrant and not more than 30 feet from a paved roadway.

38. Per the most recently adopted California Residential Code, all new residential construction including 1 and 2 family dwellings and townhouses shall be provided with an approved NFPA 13 D sprinkler system.

39. Minimum gate width shall provide 20 feet clear access. Gate shall have AC power and be provided with Key override switch (Knox). For gates that do not fail safe in the open position upon loss of AC power or are provided with battery back-up power, an approved pedestrian gate shall be installed within 10 feet of all vehicle gates. An approved key box (Knox) shall be installed at least 48 inches above grade on the outside of the gate. It shall be provided with a key to open the pedestrian gate.

40. Emergency Responder Radio Coverage may be required. Testing shall be conducted by an authorized technician to verify compliance with section 510, CFC. This test shall verify that building will support the City of Richmond Fire Department Radio Communication System. This test shall be performed once all computers, electronics and/ or wireless systems and etc. have been installed

41. Vertical construction and further subdivision of the lots shall be subject to the provision of the Richmond Bay Specific Plan and any procedures outlined within the Specific Plan.

42. Developer shall comply with the public art ordinance including the installation of public art at the project site or the payment of a fee prior to issuance of a certificate of occupancy.

43. The subdivision shall comply with the Subdivision Ordinance of the City of Richmond Municipal Code as determined by the City Engineer.

44. The applicant is encouraged to contact the Engineering Division to schedule a pre-application meeting prior to the first submittal of the subdivision map and improvement plans to discuss submittal requirements, project review timelines and fees associated with processing, filing and constructing this subdivision.

45. A current title report shall be submitted to identify current ownership, and any existing easements or land use restrictions.

46. Subdivision improvement agreement, bonds and all fees as required by the City Engineer shall be submitted prior to filing of the final map.

47. An engineer's cost estimate for frontage and site improvements shall be submitted.

48. The applicant shall have street improvement plans prepared for all work in the public right of way by a licensed civil engineer and obtain Department of Public Works approval prior to the issuance of the encroachment permit or subdivision improvement plans.

49. All utilities shall be undergrounded within the subdivision.

50. All power poles whether existing or new shall be located behind the curb or sidewalk.

51. All onsite surface drainage shall be collected and conveyed in an adequately designed underground storm drainage system in a manner to be approved by the City Engineer. The downstream drainage system shall be analyzed and inadequacies, if any, corrected as determined by the City Engineer.

52. The site shall be graded so that no additional runoff is directed to and so as not to impede runoff from adjacent properties.

53. Public sidewalks shall comply with ADA and Title 24 requirements for cross slope at driveway approaches and curb ramps.

54. The civic spaces proposed in the Vesting Tentative Map shall be revised to include the following:

a. Provide raised paving surrounding the Linear Park on A Street extending from north of the Linear Park to the southern edge of the Linear Park, and extending across Shoreline Drive to the Community Park (Shoreline Park) for traffic calming to the satisfaction of the Public Works Director and Community Development Director.

b. Provide a Shoreline Promenade per the Richmond Bay Specific Plan within the Shoreline Park, between S. 46th and S. 49th Streets, connecting to Bay Trail cross paths.

55. The Civic Spaces shall be completed as follows:

a. Parcel ‘A’ and ‘B’ shall be completed prior to first Certificate of Occupancy for Lot 8.

b. Parcel ‘C’ park shall be completed prior to first Certificate of Occupancy for Lot 19.

c. Parcel ‘E’ park shall be completed prior to first Certificate of Occupancy for Lot 22.

d. Parcel ‘H’ park shall be completed prior to first Certificate of Occupancy for Lot 33.

e. Parcel ‘D’, ‘F’, ‘G’, and ‘I’ shall be completed at the later of 36-months after first Final Map recordation or first building permit issuance for Phase 2.

56. The project shall comply with all of the requirements and conditions of the Bay Conservation and Development Commission, the Department of Toxic Substances Control, the Regional Water Quality Control Board, and any and all other resources agencies and other public agencies having jurisdiction over the project.

57. All references herein to lots and parcels shall mean such lots and parcels as shown on the Vesting Tentative Map, dated September 25, 2020, and as the same as shown on the Final Map(s) for the project.

58. All references herein to Developer, Permittee, and Applicant shall mean the same.

59. For parcels located in the Specific Plan SD:R&D transect zone where residential uses are proposed, the front parking setback shall be 50 feet and the side street parking setback shall be 30 feet, subject to review by the Community Development Director and the adjustment procedures under Specific Plan Subsection 4.10.5 (Adjustments).

60. The applicant shall provide a new Class I multi-use trail connecting the spine Bay Trail with the end of S 46th Street in accord with the San Francisco Bay Trail Design Guidelines and Toolkit, including public parking.

61. The San Francisco Bay Trail trailhead facilities to be constructed pursuant to Development Agreement Section 4.7.6 shall be installed at or near the existing S. 51st Street Bay Trail spur. To the extent that the actual costs paid by the developer for these Trailhead Improvements are less than the $3.0 million Trailhead Cap, the balance shall be paid to the City for San Francisco Bay Trail improvements elsewhere in the South Richmond Priority Development Area at the City's sole and absolute discretion.

62. Any excess funds of the $3 million, noted in condition 61, shall be considered for use by the EBRPD and/or the City for widening of the Spine Bay Trail between Point Isabel Regional Shoreline and Meeker Slough Bridge.

EXHIBIT 3.4

MITIGATION MEASURES

CAMPUS BAY PROJECT – ADDENDUM TO THE RICHMOND BAY FINAL EIR
MITIGATION MONITORING AND REPORTING PROGRAM

Campus Bay Project Mitigation Measure	Implemented By	Monitored By	Monitoring and Reporting Action	Monitoring Schedule	Verification of Compliance
A. Aesthetics					
None required.					
B. Air Quality					
Mitigation Measure AIR-2b.SP: Require Tier 4 Engines on Construction Equipment. All applicants proposing development of projects within the Plan Area shall require their contractors, as a condition of contract, to further reduce construction-related exhaust emissions by ensuring that all off-road equipment greater than 25 horsepower (hp) and operating for more than 20 total hours over the entire duration of construction activities shall operate on a USEPA-approved Tier 4 engine. Construction equipment with Tier 4 engines currently comprise 22 percent of the statewide construction equipment fleet and CARB Regulations will result in the percentage increasing over the next several years. Alternatively, future project sponsors could have a construction air quality assessment performed which, if the results warrant and the City approves, would obviate the need for implementation of Mitigation Measure AIR- 2b.SP.	Applicants of Individual Projects / Project Contractors, BAAQMD, and City of Richmond Building Division and Engineering Department	BAAQMD and City of Richmond Building Division and Engineering Department	Engineering Department to verify inclusion of BAAQMD BMPs in applicable construction plans and specifications submitted for building permits. City of Richmond Building Division to inspect site during construction to ensure compliance with project construction plans.	Prior to issuance of building permit. Field inspections during construction.	*Verified by:* *Date:*
Mitigation Measure AIR-2c.SP: Require Construction Fleet to Use Renewable Diesel. All applicants proposing development of projects within the Plan Area shall require their contractors, as a condition of contract, to reduce construction-related exhaust emissions by ensuring that all off-road equipment greater than 25 horsepower (hp) and operating for more than 20 total hours over the entire duration of construction activities shall operate on renewable diesel (such as Diesel HPR). Renewable diesel is currently commercially available in Berkeley and Oakland. Alternatively, future project sponsors could have a construction air quality assessment performed which, if the results warrant and the City approves, would obviate the need for implementation of Mitigation Measure AIR-2c.SP.	Same as above	Same as above	Same as above	Same as above	*Verified by:* *Date:*
Mitigation Measure AIR-3a.SP: Use Super-compliant VOC Architectural Coatings in Maintaining Buildings through CC&Rs and Ground Leases. Future developer(s) of projects within the Plan Area shall require all residentially developed parcels to include within their CC&R's and/or ground leases requirements for all future interior spaces to be repainted only with "Super-Compliant" Architectural Coatings (http://www.aqmd.gov/home/regulations/ compliance/architectural-coatings/super-compliant- coatings).While Regulation 8 Rule 3 of the BAAQMD places limits on the VOC content of paint and other architectural coatings, use of lower VOC coatings available to consumers can further reduce operational ROG emissions.	Applicants of Individual Projects / Project Engineer	City of Richmond Planning Division	Inclusion of VOC architectural coatings and green consumer products to be verified during Planning Division review of individual projects. Planning Division review also will verify electrification of loading docks, and deny permits for wood burning fireplaces. Additionally verify, Diesel Backup Generator Specifications.	Prior to issuance of building permit.	*Verified by:* *Date:*

CAMPUS BAY PROJECT – ADDENDUM TO THE RICHMOND BAY FINAL EIR
MITIGATION MONITORING AND REPORTING PROGRAM

Campus Bay Project Mitigation Measure	Implemented By	Monitored By	Monitoring and Reporting Action	Monitoring Schedule	Verification of Compliance
Mitigation Measure AIR-3b.SP: Promote use of Green Consumer Products. To reduce ROG, NOx and PM10 emissions associated with projects developed within the Plan Area, developer(s) of such projects shall provide education for residential and commercial tenants concerning green consumer products. Prior to receipt of any certificate of final occupancy and every five years thereafter, the project sponsors shall work with the City of Richmond to develop electronic correspondence to be distributed by email annually to residential and/or commercial tenants of each building on the project site that encourages the purchase of consumer products that generate lower than typical VOC emissions. The correspondence shall encourage environmentally preferable purchasing and shall include contact information and links to vendors of low VOC consumer products.	Same as above	Same as above	Same as above	Same as above	*Verified by:* *Date:*
Mitigation Measure AIR-3c.SP: Electrification of Loading Docks. For all projects developed within the Plan Area, developer(s) shall ensure that loading docks for retail, light industrial or warehouse uses that will receive deliveries from refrigerated transport trucks incorporate electrification hook-ups for transportation refrigeration units to avoid emissions generated by idling refrigerated transport trucks.	Same as above	Same as above	Same as above	Same as above	*Verified by:* *Date:*
Mitigation Measure AIR-3d.SP: Prohibit Wood Burning Fireplaces. For all projects developed within the Plan Area, developer(s) shall ensure that building specifications for residential units preclude fireplaces, whether wood-burning or natural gas-fired. Compliance with this measure shall be verified upon plan review and prior to occupancy by the City of Richmond Building Department.	Same as above	Same as above	Same as above	Same as above	*Verified by:* *Date:*
Mitigation Measure AIR-3e.SP: Diesel Backup Generator Specifications. For all projects developed within the Plan Area, and to reduce NOx emissions associated with operation of stationary sources, the project sponsors shall implement the following actions: 1. Any new diesel backup generators shall: a. Have engines that meet or exceed CARB Tier 4 off-road emission standards which have the lowest NOx emissions of commercially available generators, and b. Be fueled with renewable diesel, if commercially available, which has been demonstrated to reduce NOx emissions by approximately 10 percent. All new diesel backup generators shall have an annual maintenance testing limit of 50 hours, if feasible, and up to a maximum of 50 hours per engine, subject to any further restrictions as may be imposed by the Bay Area Air Quality Management District (BAAQMD) in its permitting process.	Same as above	Same as above	Same as above	Same as above	*Verified by:* *Date:*

CAMPUS BAY PROJECT – ADDENDUM TO THE RICHMOND BAY FINAL EIR
MITIGATION MONITORING AND REPORTING PROGRAM

Campus Bay Project Mitigation Measure	Implemented By	Monitored By	Monitoring and Reporting Action	Monitoring Schedule	Verification of Compliance
Mitigation Measure AIR-4b.SP: Health Risk Assessment of Future Projects under the Specific Plan. For all projects proposed for development within the Plan Area (except the Sub-Area 4 Project), project applicants shall assess the potential cancer risk exposures to on-site residential receptors or any proposed school facilities later in the design phase, but prior to occupancy, and to prepare a project-specific HRA using updated receptor location information and a more detailed assessment of risks associated with I-580 or permitted stationary sources at that time and submit to the City for review. If the revised HRA demonstrates, to the satisfaction of the City, that the cancer risk exposures for on-site receptors will be less than BAAQMD project-level thresholds, then Mitigation Measure AIR-4a.SP would be unnecessary. If the revised HRA demonstrates, to the satisfaction of the City, that the cancer risk for on-site sensitive receptors will be less than presented in this analysis, but still over BAAQMD threshold, the mitigation effort may be proportionately reduced.	Applicants of Individual Projects / Project Engineer shall hire a qualified air quality consultant to prepare an HRA	City of Richmond Building Division and Engineering Department	Approve air quality consultant selection. Review verification from air quality consultant. Verify inclusion of indoor air filtration systems and verify health risk assessment is completed. Verify a project specific HRA is completed. Verify and review the risk and reduction plan for backup generators.	Approve consultant selection, and review verification from air consultant, prior to approval of individual development permit. Verify inclusion of approved measures.	*Verified by:* *Date:*
Mitigation Measure AIR-4c.SP: Risk Reduction Plan for Backup Generators or New Permitted Stationary Sources. Applicants for projects that would include backup generators shall prepare and submit to the City a Risk Reduction Plan for City review and approval. The applicant shall implement the approved Risk Reduction Plan. The Risk Reduction Plan shall reduce cumulative localized cancer risks to the maximum feasible extent. The Risk Reduction Plan may contain, but is not limited to the following strategies: 1. Demonstration using screening analysis or a health risk assessment that project sources, when combined with local cancer risks from cumulative sources with 1,000 feet would be less than 100 in one million. 2. Installation of non-diesel fueled generators. Installation of diesel generators with an EPA-certified Tier 4 engine or engines that are retrofitted with an ARB Level 3 Verified Diesel Emissions Control Strategy.	Applicants of Individual Projects / Project Engineer shall hire a qualified air quality consultant to prepare a Risk Reduction Plan	City of Richmond Building Division and Engineering Department	Approve air quality consultant selection. Review verification from air quality consultant. Verify inclusion of indoor air filtration systems and verify health risk assessment is completed. Verify Risk Reduction Plan is completed. Verify and review the Risk Reduction Plan for backup generators.	Approve consultant selection, and review verification from air consultant, prior to approval of individual development permit. Verify inclusion of approved measures.	*Verified by:* *Date:*

CAMPUS BAY PROJECT – ADDENDUM TO THE RICHMOND BAY FINAL EIR
MITIGATION MONITORING AND REPORTING PROGRAM

Campus Bay Project Mitigation Measure	Implemented By	Monitored By	Monitoring and Reporting Action	Monitoring Schedule	Verification of Compliance
Mitigation Measure AIR-2.SA4: Implement BAAQMD Basic Construction Mitigation Measures. The Sub-Area 4 Project applicant shall require construction contractors to implement the following applicable BAAQMD Basic Construction Mitigation Measures to reduce emissions of fugitive dust and equipment exhaust: • All exposed surfaces (e.g., parking areas, staging areas, soil piles, graded areas, and unpaved access roads) shall be watered two times per day. • All haul trucks transporting soil, sand, or other loose material off-site shall be covered. • 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. • All vehicle speeds on unpaved roads shall be limited to 15 mph. • All roadways, 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. • 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 California Code of Regulations [CCR]). Clear signage shall be provided for construction workers at all access points. • All construction equipment shall be maintained and properly tuned in accordance with manufacturer's specifications. All equipment shall be checked by a certified visible emissions evaluator. • Post a publicly visible sign 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. The BAAQMD's phone number shall also be visible to ensure compliance with applicable regulations.	Sub-Area 4 applicant, BAAQMD, and City of Richmond Building Division and Engineering Department	BAAQMD, City of Richmond Building Division and Engineering Department, and Sub-Area 4 applicant	Engineering Department to verify inclusion of BAAQMD BMPs in applicable construction plans and specifications submitted for building permits. City of Richmond Building Division to inspect site during construction to ensure compliance with project construction plans.	Prior to issuance of grading or building permit, whichever is first. Field inspections during construction.	*Verified by:* *Date:*

CAMPUS BAY PROJECT – ADDENDUM TO THE RICHMOND BAY FINAL EIR
MITIGATION MONITORING AND REPORTING PROGRAM

Campus Bay Project Mitigation Measure	Implemented By	Monitored By	Monitoring and Reporting Action	Monitoring Schedule	Verification of Compliance
Mitigation Measure AIR-4a.SA4: As an alternative to Mitigation Measures AIR-2b.SP and AIR-2c.SP, the Sub-Area 4 Project construction contractor/s shall use other measures, or in combination with use of Tier 4 equipment, to minimize diesel particulate matter emissions during the construction period, provided such measures reduce the predicted cancer risk below the threshold of (a) an incremental cancer risk level greater than 10 in one million, (b) a noncancerous risk (chronic or acute) hazard index greater than 1.0, or (c) an increase of annual average PM2.5 of greater than 0.3 micrograms per cubic meter (µg/m3) and are approved by the City. Any diesel-powered off-road and portable equipment shall meet or exceed emission standards for Tier 2 engines. For example, the construction contractor(s) may use other measures such as the use of alternative powered equipment (e.g., LPG-powered or electric lifts), alternative fuels (e.g., biofuels), added exhaust devices, or a combination of measures.	Sub-Area 4 Applicant/Site Developer, Contractors, BAAQMD, and City of Richmond Building Division and Engineering Department	Sub-Area 4 applicant/ Site Developer	For AIR-4a.SA4 the City of Richmond Building Division to inspect site during construction to ensure compliance with project construction plans. For AIR-4b.SA4, the HRA will be prepared by a qualified air quality consultant, and reviewed by a second independent air quality consultant.	Field inspections during construction. Approve consultant selection, and review verification from air consultant, prior to approval of individual development permit. Verify inclusion of approved measures.	*Verified by:* *Date:*
Mitigation Measure AIR-4b.SA4: The Sub-Area 4 Project applicant/s may choose to reassess the potential off-site cancer risk and PM2.5 concentration exposures to off-site residential receptors later in the design phase, but prior to the start of construction, and prepare a revised HRA using updated receptor location information and more detailed construction plans and equipment list and submit to the City for review. If the revised HRA demonstrates, to the satisfaction of the City, that the cancer risk and exposure to PM2.5 for all potentially exposed off-site receptors will be less than BAAQMD project-level threshold of (a) an incremental cancer risk level greater than 10 in one million, (b) a noncancerous risk (chronic or acute) hazard index greater than 1.0, or (c) an increase of annual average PM2.5 of greater than 0.3 micrograms per cubic meter (µg/m3), then Mitigation Measure AIR-4a is unnecessary. If the revised HRA demonstrates, to the satisfaction of the City, that the cancer risk or exposure to PM2.5 for off-site sensitive receptors will be less than presented in this analysis but still over BAAQMD thresholds, then the mitigation effort may be proportionately adjusted.	Same as above	Same as above	Same as above	Same as above	*Verified by:* *Date:*
C. Biological Resources					

CAMPUS BAY PROJECT – ADDENDUM TO THE RICHMOND BAY FINAL EIR
MITIGATION MONITORING AND REPORTING PROGRAM

Campus Bay Project Mitigation Measure	Implemented By	Monitored By	Monitoring and Reporting Action	Monitoring Schedule	Verification of Compliance
Mitigation Measure BIO-1a.SP: Avoidance and Minimization Measures for Western Pond Turtle. For any project proposed for development adjacent to the existing Upper Lagoon and/or Lower Lagoon, or in the area of Meeker Slough and Meeker Creek, project applicants shall determine the presence or absence of western pond turtle by conducting a preconstruction survey in areas of suitable habitat. If western pond turtle is present, the following measures shall be implemented: a) A qualified biologist shall supervise the installation of exclusion fencing along the boundaries of the work area adjacent to occupied and/or suitable habitat, as the biologist deems necessary to prevent western pond turtles from entering the work area. The construction contractor shall install species exclusion fencing, with a minimum height of 3 feet above ground surface and with an additional 4 to 6 inches of fence material buried such that species cannot crawl under the fence. b) A qualified biologist shall survey the project site within 48 hours before the onset of initial ground- disturbing activities and shall be present during initial vegetation clearing and ground-disturbing activities. (A qualified biologist is an individual who shall have a minimum of five years of academic training and professional experience in biological sciences and related resource management activities with a minimum of two years conducting surveys for each species that may be present within the project site.) The biological monitor shall monitor the exclusion fencing weekly to confirm proper maintenance and inspect for turtles. If western pond turtles are found, the City shall halt activities in the vicinity that pose a threat to the individual turtle or turtles as determined by the qualified biologist. If possible, the turtle or turtles shall be allowed to move out of the project site of their own volition (e.g., if it is near the exclusion fence that can be temporarily removed to let it pass). The qualified biologist shall relocate turtles to the nearest suitable habitat should they not leave the work area of their own accord. Construction shall resume after the turtles are out of harm's way. If western pond turtles occur repeatedly onsite after the exclusion fencing has been installed, a qualified biologist shall initiate preconstruction sweeps of the project site for this species prior to start of construction on a daily basis and thereafter throughout the duration of the project. c) During project construction or other ground- disturbing activities, excavations deeper than 6 inches shall have a sloping escape ramp of earth or a wooden plank installed at a 3:1 rise; openings, such as pipes, where western pond turtles might seek refuge shall be covered when not in use; and all trash that may attract predators or hide western pond turtles shall be properly contained each day, removed from the worksite, and disposed of regularly. Following the completion of activities, the construction contractor shall remove all trash and construction debris from the work areas.	Applicants of Individual Projects / Project Contractors shall prepare construction plans that incorporate pre-construction surveys and buffer zones. If required shall also implement avoidance procedures. Applicants of Individual Projects / Project Contractors shall also hire a qualified biologist and the site developer's contractor(s) shall engage the qualified biologist to conduct pre-construction surveys as described.	City of Richmond Building Division, and qualified biologist	Review and approve a qualified biologist per requirements of measure. Qualified biologist to review pre- construction survey reports. If the western pond turtle is found, inspect construction site to confirm buffer zones, and verify inclusion of condition on construction plans to the extent of the measure.	Prior to issuance of grading or building permit, whichever is sooner. Inspect site during construction to ensure compliance with project construction plans.	*Verified by:* *Date:*
Mitigation Measure BIO-1c.SP: Preconstruction Nesting Bird Surveys. For any project proposed for development within the Plan Area, the City shall require the project applicant to conduct preconstruction nesting bird surveys in areas containing, or likely to contain, habitat for nesting birds (i.e., areas with burrows or areas with trees or shrub vegetation) 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.	Applicants of Individual Projects / Project Contractors shall prepare construction plans that	Site developer City of Richmond Planning and Building Division	Review and approve a qualified biologist. Review pre-construction survey reports. If active nests are found, inspect construction site to	No more than 14 days before start or restart of construction during the months of February	*Verified by:* *Date:*

CAMPUS BAY PROJECT – ADDENDUM TO THE RICHMOND BAY FINAL EIR
MITIGATION MONITORING AND REPORTING PROGRAM

Campus Bay Project Mitigation Measure	Implemented By	Monitored By	Monitoring and Reporting Action	Monitoring Schedule	Verification of Compliance
• To the extent practicable, construction activities including building demolition, vegetation and tree removal, and new site construction shall be performed between September 1 and January 31 in order to avoid the avian nesting season. • If construction activities cannot be completed between September 1 and January 31, a preconstruction survey for nesting birds shall be conducted by a qualified biologist. During the avian nesting season (February 1 through August 31), a qualified biologist shall survey construction areas within and in the vicinity of the Plan Area for nesting raptors and passerine birds not more than 30 days prior to any ground-disturbing activity or vegetation removal. All accessible potential nesting habitat, including bare ground, in the Plan Area and within a 500 feet (for raptors) and 250 feet (for all other species) around any construction activity will be surveyed. • If active nests are found either within the project site or within the 500-foot survey buffer surrounding the project site, "no-work" buffer zones shall be established around the nests by a qualified biologist in coordination with CDFW as necessary depending on the specific species encountered. No demolition, vegetation removal, or ground-disturbing activities shall occur within the no-work buffer zone until young have fledged or the nest is otherwise abandoned as determined by the qualified biologist. If work during the nesting season stops for 14 days or more and then resumes, then nesting bird surveys shall be repeated, to ensure that no new birds have begun nesting in the area. • 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 as necessary (i.e., in the case of protected species). Buffer distances may also be modified if obstacles such as buildings or trees obscure the construction area from active bird nests, or existing disturbances create an ambient background disturbance similar to the proposed disturbance. • 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. • Results of the surveys shall be forwarded to CDFW (if required by state law based on the species observed) and avoidance procedures shall be adopted, if necessary, on a case-by-case basis. These may include construction buffer areas (up to several hundred feet in the case of raptors) or seasonal avoidance. • A construction lighting plan for each project under the Specific Plan shall be prepared detailing measures to minimize light spillover outside of each project site.	incorporate pre-construction surveys and buffer zones. If required, avoidance procedures shall be implemented. Applicants of Individual Projects / Project Contractors shall hire a qualified biologist and the site developer's contractor(s) shall engage the qualified biologist to conduct pre-construction surveys as described.	Qualified biologist	confirm buffer zones.	through August.	

CAMPUS BAY PROJECT – ADDENDUM TO THE RICHMOND BAY FINAL EIR
MITIGATION MONITORING AND REPORTING PROGRAM

Campus Bay Project Mitigation Measure	Implemented By	Monitored By	Monitoring and Reporting Action	Monitoring Schedule	Verification of Compliance
Burrowing Owls: The following measures shall be implemented to address construction or other ground-disturbing activities that could take place within burrowing owl nesting habitat in Sub-Area 4. All accessible potential nesting habitat, including bare ground, in the project site that could be affected by construction activity will be surveyed per guidance provided in Appendix C of the Staff Report on Burrowing Owl Mitigation (CDFG, 2012). These guidelines shall determine timing and survey methodology, and reporting requirements. Preconstruction surveys to determine absence or presence of active burrowing owl nesting sites within the project site shall generally be completed as follows, or as modified by any subsequent approved protocol: a) Two surveys shall occur no more than 30 days prior to ground disturbing activity: one no less than 14 days prior to ground disturbing activity, and one within 24 hours prior to ground disturbing activity. Habitat assessments shall be conducted per guidelines provided in Appendix C of the Staff Report on Burrowing Owl Mitigation (CDFG, 2012). If no burrows are observed during the first survey, the second survey is not required. b) Conduct the survey/s between morning civil twilight and 10:00 AM and two hours before sunset until evening civil twilight to provide the highest detection probabilities. c) A survey for burrows and owls shall be conducted by walking through suitable habitat in the project site and in areas within 150 meters (approximately 500 feet) of the project site. This 150-meter buffer zone is included to account for adjacent burrows and foraging habitat outside the project site and impacts from factors such as noise and vibration due to heavy equipment which could impact resources outside the project site. d) Pedestrian survey transects shall be spaced to allow 100 percent visual coverage of the ground surface. The distance between transect center lines should be no more than 30 meters (approximately 100 feet), and should be reduced to account for differences in terrain, vegetation density, and ground surface visibility. To efficiently survey projects larger than 100 acres, it is recommended that two or more surveyors conduct concurrent surveys. Surveyors should maintain a minimum distance of 50 meters (approximately 160 feet) from any owls or occupied burrows. It is important to minimize disturbance near occupied burrows during all seasons. e) A report of the burrow survey stating absence or presence of burrows shall be	Same as above	Same as above	Same as above	Same as above	*Verified by:* *Date:*

CAMPUS BAY PROJECT – ADDENDUM TO THE RICHMOND BAY FINAL EIR
MITIGATION MONITORING AND REPORTING PROGRAM

Campus Bay Project Mitigation Measure	Implemented By	Monitored By	Monitoring and Reporting Action	Monitoring Schedule	Verification of Compliance
California Ridgway's rail: The following measures shall be implemented to address construction and other ground-disturbing activities that could take place near Ridgway's rail habitat in Sub-Area 4. All accessible potential nesting habitat, including marsh and mud flat areas, within 750 feet of the construction site that could be directly or indirectly affected by construction activity will be surveyed by a qualified biologist consistent with the USFWS California Clapper Rail Survey Protocol (USFWS 2015). If Ridgway's rails are observed, the following measures will be implemented to avoid and minimize impacts on California Ridgway's rail: a) Construction activities within 750 feet of vegetated tidal marsh providing suitable breeding habitat for Ridgway's rails (i.e., the area within West and East Stege Marshes) are prohibited during the breeding season of February 1 through August 31. The buffer area shall be identified by a qualified biologist who is familiar with Ridgway's rail habitat requirements. Only continued use of recreational trails established prior to the start of the breeding season, or routine inspection, maintenance, or monitoring activities that have little potential for effects on rails due to their short durations, distance from rail habitat, or low-magnitude effects may be performed during the breeding season within 750 feet of rail breeding habitat. b) Exceptions. Once Street D is constructed and parcels near the marsh have been developed (e.g., lots 28, 29, 32, and 33, and parcels G and H), new structures will provide a physical barrier and noise buffer that will lessen rail habitat effects in other construction areas. Following the development of these areas, work may continue in more northerly areas (e.g., lots 26, 27, 30, and 31) within the 750-foot buffer at any time of year. However, pile driving shall strictly adhere to nesting season prohibitions within 750 feet of marshlands without exception.	Applicants of Individual Projects / Project Contractors shall hire a qualified biologist and the site developer's contractor(s) shall engage the qualified biologist to conduct pre-construction surveys as described.	Site developer City of Richmond Planning and Building Division Qualified biologist	Review and approve a qualified biologist. Review pre-construction survey reports. If Ridgway's rails are observed, confirm buffer zones within which construction activity shall be prohibited (during February through August), pursuant to exceptions after Street D and certain parcels are developed.	No more than 14 days before start or restart of construction during the months of February through August.	*Verified by:* *Date:*
Mitigation Measure BIO-1d.SP: Building Design and Lighting Strategies to Address Biological Resources Impacts. For any project proposed for development within the area of the Specific Plan, and prior to the issuance of the first building permit for each new building, the City of Richmond (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 windows and lighting to ensure that it sufficiently minimizes the potential for bird strikes. The City may also consult with applicable resource agencies with jurisdiction such as CDFW, USFWS, or others, as it determines to be appropriate during this review. Consistent with the Specific Plan, the Campus Bay Project will implement a permanent barrier along the Bay-ward perimeter of Parcel I extending north along the eastern perimeter of S.49th Street to S. 46th Street to restrict access to sensitive marsh areas and to reduce human and domestic animal disturbance in sensitive habitat. ***Building Design***. Prior to issuance of a building permit, the project applicant shall provide documentation to the satisfaction of the Planning Director identifying the measures and features of the building design that are intended to reduce potential impacts on birds. The building design may include, but is not limited to, some of the following measures:	Applicants of Individual Projects / Project Contractors	City of Richmond Planning and Building Services Division	Verify inclusion of minimizing design and lighting measures in applicable construction plans and specifications. City of Richmond Building Division to inspect site during construction to ensure compliance with project construction plans. Verify inclusion of educational materials to building tenants, occupants and residents.	Prior to issuance of building permit.	*Verified by:* *Date:*

CAMPUS BAY PROJECT – ADDENDUM TO THE RICHMOND BAY FINAL EIR
MITIGATION MONITORING AND REPORTING PROGRAM

Campus Bay Project Mitigation Measure	Implemented By	Monitored By	Monitoring and Reporting Action	Monitoring Schedule	Verification of Compliance
• 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 may include: a) Patterned or fritted glass, with patterns at most 28 centimeters apart; b) 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; c) Geometric fenestration patterns that effectively divide a window into smaller panes of at most 28 centimeters; and/or d) Decals with patterned or abstract designs, with the maximum clear spaces at most 28 centimeters square. • 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. • A construction lighting plan for each project under the Specific Plan shall be prepared detailing measures to minimize light spillover outside of each project site. ***Lighting Design***. The project applicant shall ensure that the design and specifications for buildings implement design elements to reduce lighting usage, change light direction, and confine light exposure. These may include, but are not limited to, the following general considerations that should be applied wherever feasible throughout the proposed project to reduce night lighting impacts on fish, marine mammals, and avian species: a) Avoid installation of lighting in areas where not required for public safety; b) 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: i. Installing motion-sensitive lighting; ii. Installing task lighting; iii. Installing programmable timers; and, iv. Installing fixtures that use lower-wattage, sodium, and yellow-red spectrum					

CAMPUS BAY PROJECT – ADDENDUM TO THE RICHMOND BAY FINAL EIR
MITIGATION MONITORING AND REPORTING PROGRAM

Campus Bay Project Mitigation Measure	Implemented By	Monitored By	Monitoring and Reporting Action	Monitoring Schedule	Verification of Compliance
lighting; and, c) Where exterior lights are to be left on at night, install fully shielded lights to contain and direct light away from the sky. ***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, occupants, and residents encouraging them to minimize light transmission from windows, especially during peak spring and fall migratory periods, by turning off unnecessary lighting and/or closing window coverings at night. The City Planning and Building Services Division shall administratively review and approve the educational materials prior to building occupancy. ***Documentation***. The City shall document undertaking the activities described in this mitigation measure and maintain records that include, among others, 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 who reviews and approves the design of any proposed projects to ensure that they sufficiently minimize the potential for bird strikes.					
Mitigation Measure BIO-1e.SP: Salt Marsh Harvest Mouse and Salt Marsh Wandering Shrew Measures. The following measures shall be implemented within occupied, or presumed-occupied, salt marsh harvest mouse and/or salt marsh wandering shrew habitat to avoid, minimize, and mitigate impacts to these species and their habitat. 1. A qualified, CDFW and/or USFWS-approved biological monitor will be present during all project- related activities within habitat determined suitable for salt marsh harvest mouse and/or salt marsh wandering shrew, or within 100 feet of such habitat. The biological monitor will present supplemental Worker Environmental Awareness Program information as needed for construction personnel to provide guidance about listed species and their habitats. The biological monitor will monitor all activities to ensure that no salt marsh harvest mouse or salt marsh wandering shrew is harassed, killed, or injured, and to ensure that the project conforms to the conservation measures outlined in the EIR. The biological monitor will notify the construction management lead when any aspect of the project might result in unauthorized take of special-status wildlife. 2. Vegetation within 100 feet of potential salt marsh harvest mouse and salt marsh wandering shrew habitat shall be removed using hand-tools prior to the installation of the exclusion fencing under the supervision of the qualified biological monitor. If animals of either species are observed within the work area, a biologist, with the appropriate federal and state permits, will remove and relocate the species to the nearest appropriate habitat. 3. To avoid potential impacts to salt marsh harvest mouse and salt marsh wandering shrew, exclusion fencing shall be installed by hand in all locations containing pickleweed, fat hen, and alkali heath vegetation or suitable foraging or nesting habitat and all natural/undeveloped uplands within a minimum of 100 feet of these habitats to prevent these species from entering the active work area, to protect	Applicants of Individual Projects / Project Contractors shall hire a qualified biologist (per requirements of the measures) and the site developer's contractor(s) shall engage the qualified biologist to monitor during all project-related activities within the habitat determined suitable for salt marsh harvest mouse and or salt marsh wandering shrew	City of Richmond Planning and Services Building Division / CDFW and/or USFWS Biologists	Review and approve a qualified biologist. Verify inclusion of condition on construction plans. If habitat must be removed, review and approve qualified biologist, WEAP, and construction plan that includes salt marsh harvest mouse/wandering shrew avoidance.	During construction	*Verified by:* *Date:*

CAMPUS BAY PROJECT – ADDENDUM TO THE RICHMOND BAY FINAL EIR
MITIGATION MONITORING AND REPORTING PROGRAM

Campus Bay Project Mitigation Measure	Implemented By	Monitored By	Monitoring and Reporting Action	Monitoring Schedule	Verification of Compliance
habitat from earthmoving activities or accidental spills, and to exclude workers from sensitive habitat. The fence shall be made of a heavy plastic sheeting material that does not allow salt marsh harvest mouse and salt marsh wondering shrew to pass through or climb, and the bottom shall be buried to a depth of at least four inches so that the mouse and shrew cannot crawl under the fence. Fence height shall be at least 12 inches higher than the highest adjacent vegetation with a maximum height of four feet. All supports for the exclusion fencing shall be placed on the inside of the work area. A two-foot buffer will be maintained clear of vegetation along the outside of the exclusion fencing. Exclusion fencing shall be installed above the maximum high tide to prevent trapping animals between the fencing and rising tid waters. The fencing shall be installed under the supervision of the qualified biological monitor. Installation shall not occur during winter high tides, as determined by the biological monitor, when marsh habitats are submerged and these species are pushed to upland habitats.					
Mitigation Measure BIO-1f.SP: Special-Status Bat Protection Measure. For any project proposed for development within the area of the Specific Plan that would involve the removal of trees or buildings or the renovation of buildings, a preconstruction survey for special-status bats shall be conducted by a qualified biologist in advance of tree and structure removal to characterize potential bat habitat and identify active roost sites. Should the preconstruction survey find no bat habitat or bat roosting sites, then no further action is required. Should potential roosting habitat or active bat roosts be found in trees and/or structures to be removed under the project, the following measures shall be implemented: a) Removal of trees and structures shall be initiated when bats are active, approximately between the periods of March 1 to April 15 and August 15 to October 15; outside of bat maternity roosting season (approximately April 15 – August 31) and outside of months of winter torpor (approximately October 15 – February 28), to the extent feasible. b) If removal of trees and structures during the periods when bats are active is not feasible and active bat roosts being used for maternity or hibernation purposes are found on or in the immediate vicinity of the project site where tree and structure removal is planned, a no disturbance buffer of 100 feet shall be established around these roost sites until they are determined to be no longer active by the qualified biologist. The extent of this buffer may be modified by the qualified biologist depending on existing screening around the roost site (such as dense vegetation or a building) as well as the type of construction activity which would occur around the roost site. c) The qualified biologist shall be present during tree and structure removal if potential bat roosting habitat or active bat roosts are present. Trees and structures with active roosts shall be removed only when no rain is occurring or is forecast to occur for 3 days and when daytime temperatures are at least 50°F. d) Removal of trees with potential bat roosting habitat or active bat roost sites shall follow a two-step removal process: i. On the first day of tree removal and under supervision of the qualified biologist, branches and limbs not containing cavities or fissures in which bats could roost, shall be cut only using chainsaws.					

CAMPUS BAY PROJECT – ADDENDUM TO THE RICHMOND BAY FINAL EIR
MITIGATION MONITORING AND REPORTING PROGRAM

Campus Bay Project Mitigation Measure	Implemented By	Monitored By	Monitoring and Reporting Action	Monitoring Schedule	Verification of Compliance
ii. On the following day and under the supervision of the qualified biologist, the remainder of the tree may be removed, either using chainsaws or other equipment (e.g. excavator or backhoe).					
Mitigation Measure BIO-2a.SP: Restoration of Northern Coastal Saltmarsh, Riparian, and Wetlands. For any project proposed for development within the area of the Specific Plan that may remove the habitat functions and services of northern coastal saltmarsh, riparian habitat, or freshwater emergent wetlands, these habitats shall be restored in-place to pre-project conditions, if possible, or an equivalent area of these habitats shall be established (ratio of 1:1) at suitable off-site locations along the Richmond shoreline. A habitat-specific Restoration and Monitoring Plan shall be prepared by the project applicant for each development project that removes the respective habitat, and shall contain the same principles as the existing Berkeley Global Campus Wetland Restoration Monitoring Plan for affected areas, subject to approval by the appropriate regulatory agencies, and shall generally include, but not be limited, to the following: 1. A final grading plan for the affected northern coastal saltmarsh, riparian habitat, and/or wetlands, which would restore the topography of the affected habitat areas to pre-project conditions, or to conditions that will achieve long-term stability, and will support site- appropriate habitat; 2. A planting plan, composed of native plant species appropriate to the target restored habitat; 3. A management plan, including provisions for weed control to prevent the spread of invasive non-native plant species in the restoration area; 4. Performance criteria for the revegetated areas that establish success thresholds over a specific amount of time (typically five years) as determined by the regulatory agencies with jurisdiction over the affected areas; 5. A monitoring and reporting program under which progress of the revegetated areas shall be tracked to ensure survival of the mitigation plantings. The program shall document overall health and vigor of mitigation plantings throughout the monitoring period and provide recommendations for adaptive management as needed to ensure the site is successful, according to the established performance criteria. An annual report documenting monitoring results and providing recommendations for improvement throughout the year shall be provided to the regulatory agencies; and 6. A best management practices element describing erosion control measures to be installed around the affected areas following mitigation planting in order to avoid sediment runoff into adjacent waters.	Applicants of Individual Projects / Project Contractors shall prepare construction plans that identify wetlands and buffer zones. If required, avoidance and/or protection measures shall be implemented.	City of Richmond Planning and Building Services Division / Biologists	Review and approve project specifications and grading and construction plans for inclusion of this measure in specifications. Inspect site during construction to ensure compliance with project construction plans.	Prior to issuance of building permit. Field inspections during construction.	*Verified by:* *Date:*

CAMPUS BAY PROJECT – ADDENDUM TO THE RICHMOND BAY FINAL EIR
MITIGATION MONITORING AND REPORTING PROGRAM

Campus Bay Project Mitigation Measure	Implemented By	Monitored By	Monitoring and Reporting Action	Monitoring Schedule	Verification of Compliance
Mitigation Measure BIO-2b.SP: Restoration of Coastal Terrace Prairie. For the Lark Avenue Variant, road construction within the coastal prairie that removes this sensitive plant community shall be restored according to UC Berkeley's Coastal Terrace Prairie Management Plan (Stromberg, 2014). To facilitate construction of the Lark Avenue Variant on UC land, the City would enter into a Memorandum of Understanding (MOU) with UC, and would adopt and implement the Coastal Terrace Prairie Management Plan, which would result in net ecological benefit for the prairie community. Implementation of the Plan in conjunction with UC would include the following (adapted from the LRDP FEIR): • UC shall commence initial phase implementation of the 2014 Richmond Bay Campus Coastal Terrace Prairie Management Plan (Appendix G of the LDRP FEIR) that addresses exotic plant removal, tree and coyote brush removal, weed management, and programs for native plant stock preservation to aid in preservation and enhancement of the grassland portion of the Natural Open Space area. • When the Lark Avenue Variant is constructed, proactive (not passive) measures to improve the quality of the native grasslands in the Natural Open Space area shall be funded and undertaken. This may take the form of support for research and education into effective restoration. Possible fund sources would be established as part of the MOU between the City and UC. • Once the Lark Avenue Variant is constructed, UC shall update its Coastal Terrace Prairie Management Plan to guide conservation and enhancement efforts, as well as the siting of boardwalks and minor access roads and structures in a resource-sensitive manner. The plan shall include weed management actions, annual monitoring and reporting, and adaptive management sufficient to maintain or improve the quality of the grasslands preserved in the designated Natural Open Space. The effectiveness of the plan shall be continually evaluated and the plan adjusted as needed. Prior to the commencement of the construction of the Lark Creek Variant in high, medium, or low quality grasslands outside of the Natural Open Space land use zone, UC shall conduct a site-specific native plant survey. All survey results would be published to the UC environmental website for the Berkeley Global Campus/Richmond Field Station. UC would apply the results of such surveys to implement a program that would use the native plant stock from such area to aid enhancement and restoration in Natural Open Space grassland areas, and to develop or restore meadow acreage elsewhere. Possible locations include formal landscaped open areas of the Richmond Field Station, rooftops of buildings at the Richmond Field Station, demonstration meadows at UC Berkeley or in the city of Richmond that help explain the former extent of regional coastal terrace prairie grasslands.	Applicants of Individual Projects / Project Contractors, and UC Berkeley	Applicants of Individual Projects / Project Contractors City of Richmond Planning and Building Services Division	Verify inclusion and execution of UC Berkeley's Coastal Terrace Prairie Management Plan. Review and approve project specifications and construction plans for inclusion of this measure in specifications.	Prior to issuance of building permits.	*Verified by:* *Date:*

CAMPUS BAY PROJECT – ADDENDUM TO THE RICHMOND BAY FINAL EIR
MITIGATION MONITORING AND REPORTING PROGRAM

Campus Bay Project Mitigation Measure	Implemented By	Monitored By	Monitoring and Reporting Action	Monitoring Schedule	Verification of Compliance
Mitigation Measure BIO-3.SP: Wetland Protection. For any project proposing development within or adjacent to wetlands within the area of the Specific Plan, wetland protection measures shall be applied to protect identified state and federal jurisdictional wetlands. These measures shall include the following: a) To the extent feasible, construction projects that might affect jurisdictional drainages or wetlands shall be scheduled for dry-weather months. Avoiding ground-disturbing activities during the rainy season would further decrease the potential risk of construction-related discharges to jurisdictional waters; b) A protective barrier shall be erected around any wetland feature designated for complete avoidance in project construction plans and regulatory permits to isolate it from construction or other ground-disturbing activities; c) Signage shall be installed on the fencing to identify sensitive habitat areas and restrict construction activities; d) No equipment mobilization, grading, clearing, or storage of vehicles, equipment or machinery, or similar activity shall occur at each project site until a City representative has inspected and approved the wetland protection fencing; and e) The City shall ensure that the temporary fencing is continuously maintained until all construction or other ground-disturbing activities are completed. f) The project applicant shall obtain the appropriate permits in accordance with the Clean Water Act and California Fish and Game Code from the regulatory agencies and implement any additional mitigations measures or conditions of approval included within the permits.	Applicants of Individual Projects / Project Contractors shall prepare construction plans that identify wetlands and buffer zones. If required, avoidance and/or protection measures shall be implemented.	Applicants of Individual Projects / Project Contractors / City of Richmond Planning and Building Services Division	Review and approve project specifications and grading and construction plans for inclusion of this measure in specifications. Inspect site during construction to ensure compliance with project construction plans.	Prior to issuance of grading or building permit, whichever is first. Field inspections during construction.	*Verified by:* *Date:*
D. Cultural and Paleontological Resources					
Mitigation Measure CUL-1. SP: Historic Resources Evaluation. During the preliminary design for each project proposed for development within the Plan Area, and prior to submittal of a project application to the City of Richmond Planning Division, the project applicant shall undertake the following: **1. Historic Resources Survey.** The historic resources survey shall include, at a minimum: a. An updated records search at the Northwest Information Center; b. An intensive historical resources survey, documenting and evaluating resources within the project footprint (area of ground disturbance) and located on adjacent parcels within 200 feet of the project footprint, that are 45 years or older for listing in the California Register and local Richmond Historic Inventory; c. Recommendations for any additional measures that are required to resolve adverse impacts to recorded historical resources; and	Applicants of Individual Projects / Project Contractors, and historian or architectural historian	City of Richmond Planning and Building Services Division, and historian or architectural historian	Review and approval of archaeologist. Review and approval of the construction plan that includes archaeological mitigation. Inspect site during construction.	Prior to issuance of building permit. Field inspections during construction.	*Verified by:* *Date:*

CAMPUS BAY PROJECT – ADDENDUM TO THE RICHMOND BAY FINAL EIR
MITIGATION MONITORING AND REPORTING PROGRAM

Campus Bay Project Mitigation Measure	Implemented By	Monitored By	Monitoring and Reporting Action	Monitoring Schedule	Verification of Compliance
d. A report documenting the results of this research and recommendations, for submittal to the City. The survey shall be carried out by a qualified historian or architectural historian meeting the Secretary of the Interior's Standards for Architectural History. Site- specific surveys and evaluations that are more than 5 years old shall be updated to account for changes which may have occurred over time. For all historic resources identified as a result of site- specific surveys and evaluations, the project applicant shall undertake the following: 2. **Historic Resources Treatment Plan.** The historic resources treatment plan shall be prepared by a qualified historian or architectural historian, and shall discuss, but not be limited to, the following options for the resource: a. Avoidance. The City shall ensure, where feasible, that all future development activities allowable under the Specific Plan, including demolition, alteration, and new construction, would avoid historical resources (i.e., those listed on federal, state, and local registers). b. Adaptive Reuse. If avoidance is not feasible, adaptive reuse and rehabilitation of historical resources shall occur in accordance with the Secretary of Interior's Standards for the Treatment of Historic Properties. c. Appropriate Relocation. If avoidance or adaptive reuse in situ is not feasible, the project applicant shall make a good faith effort to relocate the affected building(s) to a site acceptable to the City. Projects that relocate the affected historical property to a location consistent with its historic or architectural character could reduce the impact less than significant, unless the property's location is an integral part of its significance, e.g., a contributor to a historic district. For all historic resources identified as a result of site-specific surveys and evaluations which cannot be feasibly avoided (and including resources that would be adaptively reused, or appropriately relocated) the project applicant shall undertake the following: 3. **Recordation and Public Interpretation.** A qualified historian or architectural historian shall evaluate the feasibility and appropriateness of recordation and public interpretation of identified resources prior to any construction activities which would directly affect them. Should City staff decide recordation and or public interpretation is required, the following activities would be performed: • *Recordation*. Recordation shall follow the standards provided in the National Park Service's Historic American Building Survey (HABS) program, which requires photo-documentation of historic structures, a written report, and/or measured drawings (or photo reproduction of original plans if available). The photographs and report would be archived at the Richmond Planning Department and local repositories, such as public libraries, historical societies, and/or the Northwest Information Center at Sonoma State University.					

CAMPUS BAY PROJECT – ADDENDUM TO THE RICHMOND BAY FINAL EIR
MITIGATION MONITORING AND REPORTING PROGRAM

Campus Bay Project Mitigation Measure	Implemented By	Monitored By	Monitoring and Reporting Action	Monitoring Schedule	Verification of Compliance
The recordation efforts shall occur prior to demolition, alteration, or relocation of any historic resources identified in the Plan Area. Additional recordation could include (as appropriate) oral history interviews or other documentation (e.g., video) of the resource. • *Public Interpretation.* A public interpretation or art program shall be developed by a qualified historic consultant or local artist in consultation with City staff, based on a City-approved scope of work and submitted to the City for review and approval. The program could take the form of plaques, commemorative markers, or artistic or interpretive displays which explain the historical significance of the properties to the general public. Such displays would be incorporated into project plans as they are being developed, and would typically be located in a publicly accessible location on or near the site of the former historical resource(s). Public interpretation displays shall be installed prior to completion of any construction projects in the Plan Area. • Photographic recordation and public interpretation of historically significant properties does not typically mitigate the loss of resources to a less-than-					
Mitigation Measure CUL-2a.SP: Archaeological Resources Evaluation. During the preliminary design for each project proposed for development within the Plan Area and the Lark Drive Variant, and prior to submittal of a building permit application to the City of Richmond Planning Division as needed, the project applicant (or City, in the case of the Lark Drive Variant) shall undertake the following: **1. Archeological Resources Survey.** The archeological resources survey shall be completed by a qualified archeologist, and shall include, at a minimum: a. An updated records search at the Northwest Information Center (per Mitigation Measure CUL-1.SP); b. A cultural resources survey of the project site that meets industry standards, including subsurface presence/absence studies; c. Recommendations for any additional measures that are required to resolve potential adverse impacts to recorded and/or undiscovered archaeological resources, with a preference for preservation in place for historical resources of an archaeological nature, where feasible; and d. A report documenting the results of this research and recommendations, for submittal to the City. If the results of the initial survey indicate the presence of or high likelihood for archaeological resources, the City shall require additional measures as outlined below. If the archeologist determines that a significant archaeological resource that could be adversely impacted by a project is present at the site, the project applicant shall undertake the following:	Applicants of Individual Projects / Project Contractors	Contractor, City of Richmond Planning and Building Services Division, and Archeologist	Review and approval of archaeologist. Review and approval of the construction plan that includes archaeological mitigation. Inspect site during construction.	Prior to issuance of grading permit. Field inspections during construction.	*Verified by:* *Date:*
2. Preservation in Place. If the find is determined to be potentially significant, a qualified archaeologist, in consultation with the Planning Director or designee at					

CAMPUS BAY PROJECT – ADDENDUM TO THE RICHMOND BAY FINAL EIR
MITIGATION MONITORING AND REPORTING PROGRAM

Campus Bay Project Mitigation Measure	Implemented By	Monitored By	Monitoring and Reporting Action	Monitoring Schedule	Verification of Compliance
the City of Richmond, the project applicant, and the appropriate Native American representative, where applicable, shall determine whether preservation in place is feasible. Consistent with CEQA *Guidelines* Section 15126.4(b)(3), this may be accomplished through: planning construction to avoid the resource; incorporating the resource within open space; capping and covering the resource; or deeding the site into a permanent conservation easement. If the archeologist determines that preservation in place is not feasible for the resource and another type of mitigation would better serve the interests protected by CEQA, mitigation shall include data recovery through archaeological investigations and the project applicant shall undertake the following: 3. **Archaeological Research Design and Treatment Plan (ARDTP).** If avoidance/preservation in place is not feasible for the identified resource, the project applicant (or City, in the case of the Lark Drive Variant) shall hire a Secretary of the Interior-qualified archaeological consultant who shall prepare a detailed ARDTP that shall be submitted to the City for review and approval. The ARDTP shall identify a proposed data recovery program, and how the data recovery program would preserve the significant information the archaeological resource is expected to contain. Treatment of unique archaeological resources shall follow the applicable requirements of Public Resources Code Section 21083.2. Treatment for most resources would consist of (but would not be not limited to) sample excavation, artifact collection, site documentation, and historical research, with the aim of targeting the recovery of important scientific data contained in the portion(s) of the significant resource to be impacted by the project. The ARDTP shall include provisions for analysis of data in a regional context; reporting of results within a timely manner and subject to review and comments by the appropriate Native American representative, where applicable, before being finalized; curation of artifacts and data at a local facility acceptable to the City and appropriate Native American representative, if applicable; and dissemination of final confidential reports to the appropriate Native American representative, if applicable, the Northwest Information Center of the California Historical Resources Information System and the City.					
Mitigation Measure CUL-2b.SP: Inadvertent Discovery of Archaeological Resources. During construction of each project proposed for development within the Plan Area and/or the Lark Drive Variant, if prehistoric or historic-era cultural materials are encountered, all construction activities within 100 feet shall halt and the City shall be notified. Prehistoric archaeological materials might include obsidian and chert flaked-stone tools (e.g., projectile points, knives, scrapers) or toolmaking debris; culturally darkened soil ("midden") containing heat- affected rocks, artifacts, or shellfish remains; and stone milling equipment (e.g., mortars, pestles, handstones, or milling slabs); and battered stone tools, such as hammerstones and pitted stones. Historic-period materials might include stone, concrete, or adobe footings and walls; filled wells or privies; and deposits of metal, glass, and/or ceramic refuse. The project applicant (or City, in the case of the Lark Drive Variant) shall ensure that a Secretary of the Interior- qualified archaeologist shall inspect the find within 24 hours of discovery. If the find is determined to be potentially significant, the archaeologist, shall follow the guidelines provided in Mitigation Measure CUL-2a.SP, above.	Same as above	Same as above	Same as above	Same as above	*Verified by:* *Date:*

CAMPUS BAY PROJECT – ADDENDUM TO THE RICHMOND BAY FINAL EIR
MITIGATION MONITORING AND REPORTING PROGRAM

Campus Bay Project Mitigation Measure	Implemented By	Monitored By	Monitoring and Reporting Action	Monitoring Schedule	Verification of Compliance
Mitigation Measure CUL-4.SP: Paleontological Resources Mitigation Program. For each project-level development proposal submitted to the City of Richmond for approval and the Lark Drive Variant, and prior to initial ground disturbance, the project applicant (or City, in the case of the Lark Drive Variant) will retain a qualified paleontologist or a California Registered Professional Geologist (California RPG) with appropriate paleontological expertise to carry out all mitigation measures related to paleontological resources. The qualified paleontologist or geologist will be available on-call to the project applicant (or City) throughout the duration of ground-disturbing activities. The project applicant (or City) will also ensure the following measures are undertaken: 1. All construction forepersons and field supervisors conducting or overseeing subsurface excavations will be trained in the recognition of potential fossil materials prior to ground disturbing activities. A pre- construction training on paleontological resources will also be provided to all other construction workers, but may include videotape of the initial training and/or the use of written materials rather than in-person training by the qualified paleontologist/California RPG. In addition to fossil recognition, the training will convey procedures to follow in the event of a potential fossil discovery. If potential fossils are discovered during construction, all earthwork or other types of ground disturbance within 100 feet of the find will stop until the qualified paleontologist/California RPG can assess the nature and importance of the find. Based on the scientific value or uniqueness of the find, the paleontologist/ California RPG may record the find and allow work to continue, or recommend salvage and recovery of the fossil. If treatment and salvage is required, recommendations will be consistent with current professional standards. If required, treatment for fossil remains may include preparation and recovery of fossil materials so that they can be housed in an appropriate museum or university collection. 2. If found to be warranted based on experience during construction, the qualified paleontologist/ California RPG, or paleontological monitor working under the supervision of the qualified paleontologist/ California RPG, will monitor ground-disturbing activities. This monitoring will consist of periodically inspecting disturbed, graded, and excavated surfaces, as well as soil stockpiles and disposal sites. The frequency of monitoring will be determined by the qualified paleontologist/California RPG. If the monitor encounters a paleontological resource, it will be assessed and	Applicants of Individual Projects / Project Contractors	City of Richmond Planning and Building Services Division	Verify mitigation measure on construction plans. Inspect site during construction to ensure compliance with project construction plans.	Prior to issuance of a building permit. Field inspections during construction	*Verified by:* *Date:*
E. Geology, Soils, and Minerals					
None required.					
F. Climate Change and Greenhouse Gases					

CAMPUS BAY PROJECT – ADDENDUM TO THE RICHMOND BAY FINAL EIR
MITIGATION MONITORING AND REPORTING PROGRAM

Campus Bay Project Mitigation Measure	Implemented By	Monitored By	Monitoring and Reporting Action	Monitoring Schedule	Verification of Compliance
Mitigation Measure GHG-1.SP: GHG Prevention and Control. The City will continue to work proactively with the Bay Area Air Quality Management District, the California Air Resources Board, and the United States Environmental Protection Agency to help these agencies implement and enforce GHG prevention and control mandates within the City, and will work with the community to identify and advocate for GHG measures that are within the jurisdiction of these agencies and can and should be implemented to further reduce GHG emissions from the Richmond Bay Specific Plan and Sub-Area 4 Project.	City of Richmond Planning and Building Services Division Applicants of Individual Projects / Project Contractors	City of Richmond Planning and Building Services Division	Verify implementation and enforcement of GHG prevention and control mandates Verify mitigation measure on construction plans and implementation	Prior to issuance of a building permit.	*Verified by:* *Date:*
Mitigation Measure GHG-1.SA4a: Project Specific CAP and Building Code Measures. The project shall incorporate the following measures as applicable to reduce GHG emissions for each phase of development: a) Energy Reach Code. Comply with all applicable requirements of Richmond's Energy Reach Code (City Ordinance No. 06-20 N.S.). b) Green Building Standards. Incorporate Richmond's Commercial and Residential Green Building Standards through compliance with current CALGreen Code, as adopted by the Building Standards Commission (California Code of Regulations, Title 24, Part 11 Emergency Building Standard DSA-SS EF-02/15). These standards incorporate energy efficient appliances for all development within the Campus Bay Project, in cases where appliances are offered by the homebuilders. New construction must use high efficiency plumbing fixtures, including toilets, urinals, showerheads, and faucet fixtures c) Solar Photovoltaic. For all new commercial development with structures over 10,000 square feet in size, and all new residential development with 10 or more dwelling units, the developer shall install at least 1.5 kW of solar photovoltaic (PV) for each residence, or each 5,000 square feet of commercial structure unless the City's Design Review Board determines that solar PV at these levels is technically infeasible due to an unacceptable aesthetic impacts (an impact related to design or public views). d) Zero-Net Energy Buildings. As feasible, all new residential buildings shall be Zero-Net Energy (ZNE), and all new commercial buildings shall be ZNE by 2030. Prior to 2030, all new commercial development with structures over 10,000 square feet in size within the Campus Bay Project shall meet LEED certification standards for building design and construction (BD+C). e) Transportation Demand Management (TDM). Implement a project-specific TDM program that includes a set of measures that are consistent with the baseline TDM measures specified in the Specific Plan and additional TDM measures (including use of renewable energy and clean technology for transportation) best suited to the tenants/employees and location to meet the Specific Plan's mode split goal. f) Designated Parking. Designate parking for zero emission vehicles. g) Constrained Parking. Reduce parking requirements to encourage more residents,	Applicants of Individual Projects / Project Contractors	City of Richmond Planning and Building Services Division	Verify mitigation measure on construction plans and implementation.	Prior to issuance of a building permit.	*Verified by:* *Date:*

CAMPUS BAY PROJECT – ADDENDUM TO THE RICHMOND BAY FINAL EIR
MITIGATION MONITORING AND REPORTING PROGRAM

Campus Bay Project Mitigation Measure	Implemented By	Monitored By	Monitoring and Reporting Action	Monitoring Schedule	Verification of Compliance
employees and visitors to shift from driving alone to other modes of travel. h) Alternative Energy Fueling Stations/Chargers. Install "alternative energy fueling stations" for plug-in vehicles (PEVs) or other zero emission vehicles (ZEVs). The station could be a 208/240 VAC electrical vehicle charging station or a station providing another new or improved technology (e.g. compressed natural gas [CNG] and hydrogen fuel cell) that provides refueling for vehicles that do not use fossil fuel. i) An alternative energy fueling station should allow for simultaneous charging of two electric vehicles, subject to the applicable Specific Plan land use codes and standards regarding the location and number of alternative energy fueling/recharging facilities. PEV/ZEV chargers could also or alternatively be installed in residences. j) Designated Parking. Designate parking for zero emission vehicles. k) Constrained Parking. Reduce parking requirements to encourage more residents, employees and visitors to shift from driving alone to other modes of travel. l) Alternative Energy Fueling Stations/Chargers. Install "alternative energy fueling stations" for plug-in vehicles (PEVs) or other zero emission vehicles (ZEVs). The station could be a 208/240 VAC electrical vehicle charging station or a station providing another new or improved technology (e.g. compressed natural gas [CNG] and hydrogen fuel cell) that provides refueling for vehicles that do not use fossil fuel. m) An alternative energy fueling station should allow for simultaneous charging of two electric vehicles, subject to the applicable Specific Plan land use codes and standards regarding the location and number of alternative energy fueling/recharging facilities. PEV/ZEV chargers could also or alternatively be installed in residences.					
G. Hazards and Hazardous Materials					
Mitigation Measure HAZ-1a.SP: Protection of Human Health From Environmental Contamination. Prior to issuance of a building permit for any new project proposed within the Plan Area at a location where previous hazardous materials releases have occurred or resulted in environmental impacts, the City shall ensure the project will be developed under the supervision of the environmental agency(ies) of applicable jurisdiction (e.g., Department of Toxic Substances Control, Regional Water Quality Control Board, Contra Costa County Department of Human Health Services) such that health-based goals appropriate for the proposed new use are achieved, and soil management plans and/or environmental land use covenants are observed. The City shall not issue a building, use, or other permit for a new use that is inconsistent with any applicable land use covenant(s). Measures to protect environmental health shall include one or more of the following strategies and approaches: removal of environmental contaminants from the subject area (e.g., excavation and off-site disposal, use of soil vapor extraction equipment); separation of site users from contamination (e.g., engineering or institutional controls), or treatment of environmental contamination (e.g., in situ chemical oxidation). Prior to issuance of a certificate of occupancy or similar operating permit for such new project, the project proponent shall provide evidence to the City of successful implementation of protective	Individual Project Applicants/ Contractors	Contra Costa Health Services Regional Water Quality Control Board (RWQCB) City of Richmond Building Division and Engineering Department	Contra Costa Health Services to confirm receipt of hazardous material assessment. RWQCB to verify approved measures on construction plans. Engineering Division to receive and review soil vapor assessment as well as confirmation that the site remedial action plan has been revised as necessary, and approved by the RWQCB, to address the construction of housing and other infrastructure (i.e., water utilities) in areas of the site not otherwise contemplated for housing or infrastructure in the 2005 Updated Proposed	Prior to issuance of building permit. Field inspections during construction.	*Verified by:* *Date:*

CAMPUS BAY PROJECT – ADDENDUM TO THE RICHMOND BAY FINAL EIR
MITIGATION MONITORING AND REPORTING PROGRAM

Campus Bay Project Mitigation Measure	Implemented By	Monitored By	Monitoring and Reporting Action	Monitoring Schedule	Verification of Compliance
measures through a certificate of completion, finding of suitability for the project's intended use or similar documentation issued by the environmental agency having jurisdiction over the project.			Remedial Action Plan, and that all remedial actions required to be completed per the revised remedial action plan prior to project construction have been approved as complete, and documented as such, by the RWQCB. Building Division to inspect site during construction to ensure compliance with project construction plans.		
Mitigation Measure HAZ-1b.SP: Health and Safety Plan. Prior to issuance of a building or grading permit for a new project proposed within the Plan Area at a location where previous hazardous materials releases have occurred, the City shall document that a Health and Safety Plan (HASP) has been prepared and will be implemented for the protection of workers, the public and the environment. Such HASP shall be prepared by a California licensed professional of applicable expertise (e.g., certified industrial hygienist, professional engineer). The HASP shall include measures consistent with customary protocols and applicable regulations (including, but not limited to Title 8 of the California Code of Regulations) for the protection of workers, site users, the public, and the environment (e.g., management of impacted soil; use of personal protective equipment; management, use and or treatment of water associated with construction activities; dust mitigation) and to address the discovery of any suspect soils (e.g., petroleum odor and/or discoloration) during construction activities, including notification of appropriate oversight agencies and investigation, removal, and disposal of soils as appropriate under agency directives and local, state, and Federal regulations). Prior to the issuance of a certificate of occupancy or similar operating permit for activities covered by the grading or building permit, a completion report documenting the implementation of the HASP and any deviations shall be submitted to and approved by the City.	Same as above	Same as above	Same as above	Same as above	*Verified by:* *Date:*
Mitigation Measure HAZ-1c.SP: Hazardous Building Material Assessment (ACM, LBP, PCBs, other hazardous building materials). For any project proposed for development within the Plan Area (or in the area of the Lark Drive Variant) that would require building demolition, and prior to issuance of any demolition permit, the project applicant (or, in the case of the Lark Drive Variant, the City) shall submit to the City and/or the Contra Costa Health Services Department, according to relevant jurisdiction, a hazardous building material assessment prepared by qualified licensed contractors for any structure intended for demolition indicating whether asbestos containing materials (ACM), lead-based paint (LBP) or lead-based coatings, polychlorinated biphenyl (PCB)-containing equipment, and/or other hazardous building materials are present.	Same as above	Same as above	Same as above	Same as above	*Verified by:* *Date:*

CAMPUS BAY PROJECT – ADDENDUM TO THE RICHMOND BAY FINAL EIR
MITIGATION MONITORING AND REPORTING PROGRAM

Campus Bay Project Mitigation Measure	Implemented By	Monitored By	Monitoring and Reporting Action	Monitoring Schedule	Verification of Compliance
Mitigation Measure HAZ-1d.SP: Hazardous Building Materials Removal Plan (ACM, LBP, PCBs). For any project proposed for development within the Plan Area (or in the area of the Lark Drive Variant), if the assessment required by Mitigation Measure HAZ-1c indicates the presence of ACM, LBP, PCBs, or other hazardous building materials, prior to issuance of any demolition permit the project applicant (or, in the case of the Lark Drive Variant, the City) shall submit and implement a hazardous building materials removal plan in accordance with local, state, and federal requirements to protect demolition and construction workers and the public from risks associated with such hazardous materials during demolition or renovation of affected structures.	Same as above	Same as above	Same as above	Same as above	*Verified by:* *Date:*
Mitigation Measure HAZ-4.SP: O&M Plan. Prior to issuance of a certificate of occupancy or similar operating permit for any project within the area of the Specific Plan at a location where a cleanup plan is being implemented, as provided under HAZ-1a.SP, where an operation and maintenance (O&M) plan is required by an agency of applicable jurisdiction, the applicant shall demonstrate that an O&M plan has been approved by the agency and will be implemented to ensure the long-term protection of environmental health of site users. The O&M plan shall ensure the maintenance of health-based goals by periodic inspection of the remedy and taking such actions (e.g., repairing any deficiencies in durable covers that cap residual environmental contamination, performing maintenance on remedial equipment). Evidence of such an O&M plan and its implementation may be demonstrated by a document issued by an agency of applicable jurisdiction.	Same as above	Same as above	Same as above	Same as above	*Verified by:* *Date:*
H. Hydrology and Water Quality					
Mitigation Measure HYD-1.SP: Water Quality Best Management Practices for All Construction Activities. All applicants for projects proposed for development within the area of the Specific Plan shall ensure that best management practices consistent with the most recent version of the California Stormwater Quality Association (CASQA) Construction BMP Handbook are included in the Stormwater Pollution Prevention Plan (SWPPP) prepared in accordance with the NPDES Construction General Stormwater Permit. BMPs may include without limitation: 1. The Straw bales, wattles, fiber rolls, gravel bags, or equivalent devices shall be installed around the perimeter of stockpiled materials and construction sites adjacent to water bodies (i.e., Meeker Channel and Slough, Baxter Creek, and Stege Marsh), to prevent debris from being transported to any receiving waters or open channel via runoff; The use of hazardous materials during construction shall be minimized to the extent practical, and the amount of hazardous materials stored adjacent to waterbodies shall be limited to what is needed to immediately support construction activities. Hazardous materials shall be centrally stored safely and securely in approved containers, under cover or in an approved storage shed, and in adequate secondary containment. Fueling of generators and other equipment shall be conducted in a central location with secondary containment, and adequate spill cleanup materials shall be provided during all fueling operations; 2. Well-maintained equipment shall be used to perform the construction work, and,	Project Applicant / Contractor	San Francisco Bay Regional Water Quality Control Board (RWQCB) City of Richmond Building Division and Engineering Services Department/ Water Resource Recovery Department	The San Francisco Bay RWQCB to review and approve the project applicant prepared MMDP. City of Richmond Water Resource Recovery Department to monitor implementation of project BMPs.	Review and approval of the MMDP prior to issuance of building permit. Field inspections during construction.	*Verified by:* *Date:*

CAMPUS BAY PROJECT – ADDENDUM TO THE RICHMOND BAY FINAL EIR
MITIGATION MONITORING AND REPORTING PROGRAM

Campus Bay Project Mitigation Measure	Implemented By	Monitored By	Monitoring and Reporting Action	Monitoring Schedule	Verification of Compliance
except in the case of a failure or breakdown, equipment maintenance shall be performed off site. Equipment shall be inspected daily by the operator for leaks or spills. If leaks or spills are encountered, the source of the leak shall be identified, leaked material will be cleaned up, and the cleaning materials shall be collected and properly disposed; 3. Inactive material stock piles must be covered at all times; 4. Construction material shall be covered in anticipation of any rainfall event; 5. Active debris boxes shall be covered during rain events to prevent contact with rainwater;					
6. Non-stormwater discharges to the Bay shall be prohibited unless specified in the SWPPP and approved by the City; and 7. A Materials Management and Disposal Plan (MMDP) shall be prepared to prevent any debris from falling into waterbodies in the Plan Area during construction to the maximum extent practicable and also ensure the appropriate disposal of all construction-related materials. The MMDP shall be submitted to the San Francisco Bay Regional Water Quality Control Board for review and approval. The measures identified in the MMDP shall be based on Best Available Technology, and will include, but not be limited to, the following: – During construction, in the event that debris does reach the Bay or a tributary, personnel within the work area shall immediately retrieve the debris for proper handling and disposal. All debris shall be disposed of at an authorized upland disposal site; – Construction waste shall be collected and transported to an authorized upland disposal area, per federal, State, and local laws and regulations; and, 8. All construction material, wastes, debris, sediment, rubbish, trash, fencing, etc., shall be removed from the project site once project construction is completed, and transported offsite in compliance with applicable federal, State, and local laws and regulations.					

CAMPUS BAY PROJECT – ADDENDUM TO THE RICHMOND BAY FINAL EIR
MITIGATION MONITORING AND REPORTING PROGRAM

Campus Bay Project Mitigation Measure	Implemented By	Monitored By	Monitoring and Reporting Action	Monitoring Schedule	Verification of Compliance
Mitigation Measure HYD-3.SA4: Pre-project stormflow levels. Prior to issuance of a grading permit, project applicants shall demonstrate, to the satisfaction of the City of Richmond Director of the Public Works Department, one the following: 1. Upon completion of construction activities, there will be sufficient detention capacity on the Project site to detain the incremental increase in stormflow volume that occurs during the 24-hour, 10-year design storm, which incremental increase is due to the increase in impervious surface above pre-project levels. This standard could be met with one or more detention vaults, tanks or other facilities, or through other means; 2. Upon completion of such construction, the total square footage of impervious surface area throughout the Project site will remain at or below pre-project levels; or The proposed development has met the requirements of Provision C.3.g by demonstrating through compliance of CCCWP that any increases in stormwater flows are unlikely to cause downstream erosion or off-site siltation.	Project Applicant / Contractor	City of Richmond Public Works Department	Verify sufficient detention capacity on the Project site and total square footage of impervious surface area	Prior to issuance of a grading permit Upon completion of construction activities.	*Verified by:* *Date:*
Mitigation Measure HYD-7a.SP: Sea Level Rise Measures. All applicants for projects proposed for development within the area of the Specific Plan will ensure that the project design includes the installation of appropriate stormwater inlet infrastructure, and/or the installation of back flow prevention devices on storm drain lines, and/or the design of the stormwater infrastructure to accommodate the future installation of back flow prevention devices on an as-needed basis. Stormwater infrastructure shall be designed to address up to 3 feet of sea level rise, as well as include capacity to adapt to up to 5.5 feet of sea level rise.	Project Applicant	City of Richmond Planning and Building Services Division and Engineering Department	Building Division to ensure mitigation language is provided in the projects Covenants, Conditions, and Restrictions. Engineering Department to receive and review Plan.	Prior to certification of occupancy.	*Verified by:* *Date:*
Mitigation Measure HYD-7b.SP: Sea Level Rise Adaptation. Prior to issuance of building permits, all projects proposed for development within areas of the Plan Area shown on Figure 4.8-2 of the EIR to be affected by greater than 3 feet of sea level rise, including the 100-year flood event and wave overtopping, shall submit an Adaptive Flood Risk Management Plan to the City for approval. The City shall require implementation of such plan as a condition of approval for entitlement approvals and/or building permits as applicable. The Adaptive Flood Risk Management Plan shall be consistent with City efforts to plan for sea level rise under General Plan Action Item EC6.g and Specific Plan Action Item A1.8, and shall include an Adaptive Flood Risk Management Strategy to address 100-year flood impacts associated with a rise in sea level of greater than 3 feet including the 100-year flood event and wave overtopping. Adaptive flood risk management strategies may include development setbacks, regrading, construction of raised berms or a wall, or other measure to protect future development from a rise in sea level above 3 feet. Consistent with General Plan Action Item EC6.g, the Adaptive Flood Risk Management Plan shall include discussion of financing mechanisms for sea level rise adaptations.	Project Applicant	City of Richmond Planning and Building Services Division and Engineering Department	Engineering Department to receive and review Adaptive Flood Risk Management Plan and verify implementation.	Prior to issuance of building permits	*Verified by:* *Date:*
I. Land Use and Planning					
None required.					

CAMPUS BAY PROJECT – ADDENDUM TO THE RICHMOND BAY FINAL EIR
MITIGATION MONITORING AND REPORTING PROGRAM

Campus Bay Project Mitigation Measure	Implemented By	Monitored By	Monitoring and Reporting Action	Monitoring Schedule	Verification of Compliance
J. Noise					
Mitigation Measure NOI-1a.SP: Construction Noise Control Measures and Noise Control Plan. For any project proposed for development within the area of the Specific Plan, the applicant shall employ site-specific noise attenuation measures during project construction to reduce the generation of construction noise, including pile-driving noise. These measures shall be included in a Noise Control Plan that shall be submitted for review and approval by the City of Richmond Planning and Building Services Department to ensure that construction noise is consistent with the standards set forth in the City's Noise ordinance and other standards as appropriate. Measures specified in the Noise Control Plan and implemented during project construction shall include, at a minimum, the following noise control strategies: • Equipment and trucks used for construction shall use the best available noise control techniques (e.g., improved mufflers, equipment redesign, use of intake silencers, ducts, engine enclosures, and acoustically attenuating shields or shrouds);	Individual Project Applicants / Contractor	City of Richmond Planning and Building Services Division and Engineering Department	Engineering Department to review and approve project specifications and grading and construction plans for inclusion of this measure into specifications. Building Division to inspect site during construction to ensure compliance with project construction plans.	Prior to issuance of building permit. Field inspections during construction	*Verified by:* *Date:*
• Impact tools (e.g., jack hammers, pavement breakers, and rock drills) used for construction shall be hydraulically or electrically powered wherever possible to avoid noise associated with compressed air exhaust from pneumatically powered tools. Where use of pneumatic tools is unavoidable, an exhaust muffler on the compressed air exhaust shall be used; this muffler can lower noise levels from the exhaust by up to approximately 10 dBA. External jackets on the on the tools themselves shall be used where feasible; this could achieve a reduction of 5 dBA. Quieter procedures, such as use of drills rather than impact tools, shall be used; • Stationary noise sources shall be located as far from adjacent receptors as possible, and they shall be muffled and enclosed within temporary sheds, incorporate insulation barriers, or include other measures; and • Noise-reducing pile-driving techniques shall be performed as specified in Mitigation Measure NOI-1b.					

CAMPUS BAY PROJECT – ADDENDUM TO THE RICHMOND BAY FINAL EIR
MITIGATION MONITORING AND REPORTING PROGRAM

Campus Bay Project Mitigation Measure	Implemented By	Monitored By	Monitoring and Reporting Action	Monitoring Schedule	Verification of Compliance
Mitigation Measure NOI-1b.SP: Pile Driving Noise- Reducing Techniques and Muffling Devices. For any project proposed for development within the area of the Specific Plan that would require pile-driving during construction, noise-reducing pile-driving techniques shall be employed. These techniques shall include: • Limiting pile driving or other impact-related noise- generating activity to 9:00 AM to 5:00 PM, Monday through Friday. No pile driving or other extreme noise-generating activity is permitted on Saturdays, Sundays, and holidays; • Installing intake and exhaust mufflers on pile-driving equipment; • Vibrating piles into place when feasible; • Installing shrouds around the pile-driving hammer where possible; • Implementing "quiet" pile-driving technology (such as drill and cast-in-place methods), where possible, in consideration of geotechnical and structural requirements and conditions; • Implementing the use of more than one pile driver to shorten the total pile driving duration, where possible; • Using cushion blocks to dampen impact noise, if feasible based on soil conditions. Cushion blocks are blocks of material that are used with impact hammer pile drivers, and placed atop a piling during installation to minimize noise generated when driving the pile. Materials typically used for cushion blocks include wood, nylon and micarta (a composite material); and • At least 48 hours prior to pile-driving activities, the applicant shall notify building owners and occupants within a minimum of 600 feet of the project site of the dates, hours, and expected duration of such activities.	Same as above	Same as above	Same as above	Same as above	*Verified by:* *Date:*

CAMPUS BAY PROJECT – ADDENDUM TO THE RICHMOND BAY FINAL EIR
MITIGATION MONITORING AND REPORTING PROGRAM

Campus Bay Project Mitigation Measure	Implemented By	Monitored By	Monitoring and Reporting Action	Monitoring Schedule	Verification of Compliance
Mitigation Measure NOI-2.SP: Construction Vibration. For any project proposed for development within the area of the Specific Plan, and prior to the issuance of any building permit for each phase of project development, the project applicant shall conduct a historic survey of the project site, and a 200-foot buffer extending around the project site, to determine the locations of historic structures. If historic structures are identified, the project applicant shall develop a Vibration Reduction Plan (Plan) in coordination with an acoustical consultant, geotechnical engineer, and construction contractor, and submit the Plan to the City Chief Building Official for approval. The Plan shall include measures and/or controls to ensure that buildings within 200 feet of the project site will be exposed to less than 80 VdB and 83 VdB where people sleep and work, respectively, and less than 0.25 PPV for historic buildings to prevent building damage. Measures and controls shall be identified based on project-specific final design plans, and may include, but are not limited to, either or both of the following: 1. Implementation of buffers and the use of specific types of equipment to minimize vibration impacts during construction at nearby receptors in order to meet the specified standards. 2. Implementation of a vibration, crack, and line and grade monitoring program for identified historic buildings located within 50 feet of construction activities, in coordination with a geotechnical engineer and qualified architectural historian. The following elements shall be included in this program: a. Prior to construction, a qualified architectural historian shall conduct a thorough survey of identified historic resources to identify, measure the dimensions of, and document (photographs and text) any existing cracks in the historic buildings. b. During construction activities: i. The construction contractor shall identify, and regularly inspect and photograph, crack gauges and include records of these inspections in construction reporting. Gauges shall be inspected every two weeks, or more frequently during periods of construction activity in close proximity to identified crack gauges. ii. The construction contractor shall collect vibration data from receptors and report vibration levels to the City Chief Building Official on a monthly basis. The reports shall include annotations regarding project activities as necessary to explain changes in vibration levels, along with proposed corrective actions to avoid vibration levels approaching or exceeding the established threshold. iii. With regards to historic buildings, if vibration levels exceed the threshold and monitoring or inspection indicates that the project may damage or is damaging the building, the building shall be provided additional protection or stabilization. If necessary and with approval by the City Chief Building Official, the construction contractor shall install temporary shoring or stabilization to help	Individual Project Applicants / Contractor	City of Richmond Planning and Building Services Division and Engineering Department	Engineering Department to review and approve project specifications and grading and construction plans for inclusion of this measure into specifications. Building Division to inspect site during construction to ensure compliance with project construction plans.	Prior to issuance of building permit. Field inspections during construction	*Verified by:* *Date:*

CAMPUS BAY PROJECT – ADDENDUM TO THE RICHMOND BAY FINAL EIR
MITIGATION MONITORING AND REPORTING PROGRAM

Campus Bay Project Mitigation Measure	Implemented By	Monitored By	Monitoring and Reporting Action	Monitoring Schedule	Verification of Compliance
Stabilization may involve structural reinforcement or corrections for deterioration that would minimize or avoid potential structural failures or avoid accelerating damage to the historic structure. Stabilization shall be conducted following the Secretary of Interior Standards Treatment of Preservation. This treatment shall ensure retention of the historic building's character-defining features. Stabilization may temporarily impair the historic integrity of the building's design, material, or setting, and as such, the stabilization must be conducted in a manner that will not permanently impair a building's ability to convey its significance. Measures to shore or stabilize the building shall be installed in a manner that when they are removed, the historic integrity of the building remains, including integrity of material. Post-construction: i. The applicant (and its construction contractor) shall provide a report to the City Chief Building Official regarding crack and vibration monitoring conducted during demolition and construction. In addition to a narrative summary of the monitoring activities and their findings, this report shall include photographs illustrating the post-construction state of cracks and material conditions that were presented in the pre-construction assessment report, along with images of other relevant conditions showing the impact, or lack of impact, of project activities. The photographs shall sufficiently illustrate damage, if any, caused by the project and/or show how the project did not cause physical damage to the historic and non-historic buildings. The report shall include annotated analysis of vibration data related to project activities, as well as summarize efforts undertaken to avoid vibration impacts. Finally, a post-construction line and grade survey shall also be included in this report. The project applicant (and its construction contractor) shall be responsible for repairs from damage to historic and non-historic buildings if damage is caused by vibration or movement during demolition and/or construction activities. Repairs may be necessary to address, for example, cracks that expanded as a result of the project, physical damage visible in post-construction assessment, or holes or connection points that were needed for shoring or stabilization. Repairs shall be directly related to project impacts and will not apply to general rehabilitation or restoration activities of the buildings. If necessary for historic structures, repairs shall be conducted in compliance with the Secretary of Interior Standards Treatment of Preservation. The project applicant shall provide the City Chief Building Official and City Preservation Officer for review and comment both a work plan for the repairs and a completion report to ensure compliance with the Secretary of Interior Standards.					
Mitigation Measure NOI-2b.SP: Exposure to Rail Vibration. For any project proposed for development within the area of the Specific Plan that involves new residential buildings or new dwelling units located adjacent to or within 200 feet of an active rail line, and prior to the approval of a construction-related permit, the project applicant shall submit a Vibration Reduction Plan (Plan) p prepared by a qualified acoustical consultant for City review	Same as above	Same as above	Same as above	Same as above	*Verified by:* *Date:*

CAMPUS BAY PROJECT – ADDENDUM TO THE RICHMOND BAY FINAL EIR
MITIGATION MONITORING AND REPORTING PROGRAM

Campus Bay Project Mitigation Measure	Implemented By	Monitored By	Monitoring and Reporting Action	Monitoring Schedule	Verification of Compliance
and approval that contains vibration reduction measures to reduce groundborne vibration to acceptable levels per Federal Transit Administration guidance (Federal Transit Administration, 2006, Transit Noise and Vibration Impact Assessment, May 2006). The applicant shall implement the approved Plan during construction. Potential vibration reduction measures include isolation of foundation and footings using resilient elements such as rubber bearing pads or springs, such as a "spring isolation" system that consists of resilient spring supports that can support the podium or residential foundations. The specific system shall be selected so that it can properly support the structural loads, and provide adequate filtering of groundborne vibration to the residences above.					
Improvement Measure NOI-3.SP: Project-Specific Noise Study. For any project proposed for development within the Plan Area, applicants shall conduct a project- specific noise study to determine compatibility of the proposed use with the existing noise environment based on land use/noise compatibility guidelines in the City's General Plan. If the noise environment is found to be "conditionally acceptable" or "normally unacceptable" for the proposed use, a detailed acoustical analysis shall be conducted to specify the noise insulation measures needed to reduce noise exposure to "normally acceptable" levels, and these measures will be implemented. Measures may include, but are not limited to, appropriate site design to achieve maximum sound attenuation, use of enhanced noise insulation features in the form of appropriate sound-rated assemblies and/or other features/measures to reduce interior noise levels to meet Title 24 requirements.	Individual Project Applicants / Contractor	City of Richmond Planning and Building Services Division and Engineering Department	Engineering Department to review and approve project specifications and grading and construction plans for inclusion of this measure into specifications. Building Division to inspect site during construction to ensure compliance with project construction plans.	Prior to issuance of building permit. Field inspections during construction	*Verified by:* *Date:*
K. Population and Housing					
None required.					
L. Public Services and Recreation					
Mitigation Measure PUB-1.SP: Fire Protection Services and Facilities. Not later than achieving 20 percent implementation of the foreseeable maximum theoretical buildout of the Specific Plan, the City of Richmond shall document the scope of additional fire protection services and facilities necessary to maintain a six minute response time required at the complete buildout of the Specific Plan. The City shall issue no building permits for new or expanded projects after 20 percent implementation of the foreseeable maximum theoretical buildout has been achieved unless an analysis with conclusions regarding the scope of these additional fire protection services and facilities has been prepared and approved by the City of Richmond Fire Department. The City shall also identify a fair share funding mechanism to support the cost of completing the identified improvements, and shall establish a program to collect funds and guarantee they are used for these improvements. Not later than achieving 50 percent implementation of the foreseeable maximum theoretical buildout of the Specific Plan, the City shall document the implementation of fire protection services and facilities necessary to maintain a six minute response time. The City shall issue no building permits for new or expanded projects after 50 percent implementation of the foreseeable maximum theoretical buildout has been achieved unless such implementation has been certified by the City of Richmond Fire Department.	Individual Project Applicants / Contractor	City of Richmond Public Safety Department	City of Richmond Public Safety Department to document the implementation of fire services and facilities necessary	During project construction at 50% buildout	*Verified by:* *Date:*

CAMPUS BAY PROJECT – ADDENDUM TO THE RICHMOND BAY FINAL EIR
MITIGATION MONITORING AND REPORTING PROGRAM

Campus Bay Project Mitigation Measure	Implemented By	Monitored By	Monitoring and Reporting Action	Monitoring Schedule	Verification of Compliance
M. Transportation and Traffic					
Mitigation Measure TRF-1.SA4: Bayview Avenue/51st Street/Seaport Avenue/Eastbound I-580 Ramps Intersection Signalization and Channelization Improvements. All applicants proposing the development of projects within Sub-Area 4 and meeting the trigger and funding criteria specified below shall be responsible for implementing the following improvement: a) **Mitigation Measure TRF-6.SP**, which would consist of installing an actuated signal at the intersection with protected left-turn phasing on-the north / south approaches and split phasing on the east /west approaches, and restriping the westbound I-580 off-ramp for one left-turn lane and one shared left / through / right lane, and restriping eastbound Seaport Avenue for one shared left / through lane and one right-turn lane, and restriping southbound 51st Street to provide two left-turn lanes and a shared right/through lane. The Project Applicant shall monitor this intersection annually beginning with occupancy of the first residential unit. Monitoring shall include completing a traffic signalization study including the full complement of warrants for signalization as defined by Part 4 of the California Manual on Uniform Traffic Control Devices. The mitigation measure shall be installed within one year after the intersection meets one or more traffic signal warrants. Implementation of this Mitigation Measure is contingent on Caltrans accepting the traffic signalization study and approving the intersection improvement plans. This mitigation measure should be fully funded by the Project Applicant. After implementation of this measure, the intersection would improve to LOS D during the AM peak hour and LOS E during the PM peak hour. Traffic operations at the intersection can be further improved by providing additional automobile travel lanes, such as an additional through lane on the northbound Bayview Avenue and southbound 51st Street approaches. The City of Richmond, as lead agency, does not have jurisdiction to implement Mitigation Measure TRF-1.SA4 and the mitigation would need to be approved and implemented by Caltrans. No other secondary significant impacts would result from implementation of this measure.	Applicants of Individual Projects / Project Contractors shall contribute fair-share funds for traffic impact fees or construct the improvement.	Applicants of Individual Projects / Project Contractors City of Richmond Planning and Building Services Division	Develop the funding mechanism, the calculation of, and receipt of payment.	Prior to granting certificate of occupancy.	*Verified by:* *Date:*
Mitigation Measure TRF-2.SA4: Cutting Boulevard/23rd Street Intersection Signal Improvements. All applicants proposing the development of projects within Sub-Area 4 and meeting the trigger and funding criteria specified below shall be responsible for implementing the following improvement: a) **Mitigation Measure TRF-12.SP**, item b, which would update the signal to actuated-coordinated operations and coordinate signal timings with adjacent intersection along Cutting Boulevard. The City shall commit to preparing and implementing a Traffic Mitigation Fee Program to guarantee funding for roadway and related traffic infrastructure improvements, including implementation of this mitigation measure, that are necessary to mitigate impacts from development projects in the Plan Area. As part of the preparation of the Traffic Mitigation Fee Program, the City shall also commit to preparing a "nexus" study that will serve as the basis for requiring development impact fees under AB 1600 legislation, as codified by California Code Government Section 66000 et seq., to support implementation of the Program. The established procedures under AB 1600	Applicants of Individual Projects / Project Contractors shall contribute fair-share funds for traffic impact fees or construct the improvement.	Applicants of Individual Projects / Project Contractors City of Richmond Planning and Building Services Division	Develop the funding mechanism, the calculation of, and receipt of payment.	Prior to granting certificate of occupancy.	*Verified by:* *Date:*

CAMPUS BAY PROJECT – ADDENDUM TO THE RICHMOND BAY FINAL EIR
MITIGATION MONITORING AND REPORTING PROGRAM

Campus Bay Project Mitigation Measure	Implemented By	Monitored By	Monitoring and Reporting Action	Monitoring Schedule	Verification of Compliance
require that a "reasonable relationship" or nexus exist between the amount of the fees charged to each development project and the cost of the traffic improvements attributable to each development project on which the fees are being imposed (i.e. it must be a "fair share" contribution). The City shall ensure that fees collected pursuant to this mitigation measure are directed towards funding implementation of the measure. It is estimated that the mitigation measure at this intersection would be required when about 90 percent of the Sub-Area 4 Project is developed. At that time, the City shall cause the mitigation measure to be implemented. Alternatively, the City may implement this mitigation measure prior to the time the 90 percent Sub-Area 4 Project trigger occurs. In such case, the City may continue to collect fair-share contributions from the projects in in Sub-Area 4 to support implementation, in accordance with the requirements of this Mitigation Measure. After implementation of this measure, the intersection would improve to LOS E during the AM peak hour and continue to operate at LOS F during the PM peak hour with less delay than under 2040 No Sub-Area 4 Project conditions. The mitigation measure would reduce the impact to a less-than-significant level. No secondary significant impacts would result from implementation of this measure.					
Mitigation Measure TRF-3.SA4: Meeker Avenue/Marina Bay Parkway Intersection Signal and Channelization Improvements. All applicants proposing the development of projects within Sub-Area 4 and meeting the trigger and funding criteria specified below shall be responsible for implementing the following improvements: a) **Mitigation Measure TRF-13.SP,** items b and c, which would restripe the eastbound Meeker Avenue approach to provide an exclusive left-turn lane and a shared right/through lane within the current right-of-way, update the signal to actuated-coordinated operations, convert the phasing for the east and west intersection approaches from split-phasing to protected phasing, and coordinate signal timings with adjacent signal timings along Marina Bay Parkway. The City shall commit to preparing and implementing a Traffic Mitigation Fee Program to guarantee funding for roadway and related traffic infrastructure improvements, including implementation of this mitigation measure, that are necessary to mitigate impacts from development projects in the Plan Area. As part of the preparation of the Traffic Mitigation Fee Program, the City shall also commit to preparing a "nexus" study that will serve as the basis for requiring development impact fees under AB 1600 legislation, as codified by California Code Government Section 66000 et seq., to support implementation of the Program. The established procedures under AB 1600 require that a "reasonable relationship" or nexus exist between the amount of the fees charged to each development project and the cost of the traffic improvements attributable to each development project on which the fees are being imposed (i.e. it must be a "fair share" contribution). The City shall ensure that fees collected pursuant to this mitigation measure are directed towards funding implementation of the measure. It is estimated that the mitigation measure at this intersection would be required when about 90 percent of the Sub-Area 4 Project is developed. At that time, the City shall cause the mitigation measure to be implemented. Alternatively, the City may implement this mitigation measure prior to the time the 90 percent Sub-Area 4 Project trigger occurs. In such case, the City may continue to collect fair-share contributions from the projects in Sub-Area 4 to support implementation, in accordance with the requirements	Applicants of Individual Projects / Project Contractors shall contribute fair-share funds for traffic impact fees or construct the improvement.	Applicants of Individual Projects / Project Contractors City of Richmond Planning and Building Services Division	Develop the funding mechanism, the calculation of, and receipt of payment.	Prior to granting certificate of occupancy.	*Verified by:* *Date:*

CAMPUS BAY PROJECT – ADDENDUM TO THE RICHMOND BAY FINAL EIR
MITIGATION MONITORING AND REPORTING PROGRAM

Campus Bay Project Mitigation Measure	Implemented By	Monitored By	Monitoring and Reporting Action	Monitoring Schedule	Verification of Compliance
of this Mitigation Measure. After implementation of this measure, the intersection would improve to LOS E during the AM peak hour and continue to operate at LOS F during the PM peak hour with less delay than under 2040 No Sub-Area 4 Project conditions. The mitigation measure would reduce the impact to a less-than-significant level. No secondary significant impacts would result from implementation of this measure.					
Mitigation Measure TRF-4.SA4: Westbound I-580 Ramps/Juliga Woods Street Intersection Signalization. All applicants proposing the development of projects within Sub-Area 4 and meeting the trigger and funding criteria specified below shall be responsible for implementing the following improvement: a) **Mitigation Measure TRF-3.SP,** which would install an actuated signal at the intersection with protected phasing on all approaches. The City shall commit to preparing and implementing a Traffic Mitigation Fee Program to guarantee funding for roadway and related traffic infrastructure improvements, including implementation of this mitigation measure, that are necessary to mitigate impacts from development projects in the Plan Area. As part of the preparation of the Traffic Mitigation Fee Program, the City shall also commit to preparing a "nexus" study that will serve as the basis for requiring development impact fees under AB 1600 legislation, as codified by California Code Government Section 66000 et seq., to support implementation of the Program. The established procedures under AB 1600 require that a "reasonable relationship" or nexus exist between the amount of the fees charged to each development project and the cost of the traffic improvements attributable to each development project on which the fees are being imposed (i.e. it must be a "fair share" contribution). The City shall ensure that fees collected pursuant to this mitigation measure are directed towards funding implementation of the measure. It is estimated that the mitigation measure at this intersection would be required when about 10 percent of the Sub-Area 4 Project is developed. At that time, the City shall cause the mitigation measure to be implemented. Alternatively, the City of Richmond may implement this mitigation measure prior to the time the 10 percent buildout Sub-Area 4 Project trigger occurs. In such case, the City may continue to collect fair-share contributions from the projects in Sub-Area 4 to support implementation, in accordance with the requirements of this Mitigation Measure. After implementation of this measure, the intersection would continue to operate at LOS F during the AM peak hour with less delay than under 2040 No Sub-Area 4 Project conditions, and would improve to LOS E during the AM peak hour. The mitigation measure would reduce the impact to a less-than-significant level. However, the City cannot ensure implementation of this mitigation measure because the intersection is under the jurisdiction of Caltrans. The City of Richmond, as lead agency, does not have jurisdiction to implement Measure TRF-4.SA4 and the mitigation would need to be approved and implemented by Caltrans. The City will continue to work proactively with Caltrans and any other agency having jurisdiction over potentially impacted intersections and/or roadway segments to implement mitigation measures identified in the EIR to reduce impacts to intersections and/or roadway segments that are within the jurisdiction of those agencies and can and should be implemented to further reduce transportation impacts from the Sub-Area 4 Project. The City shall monitor this intersection and ensure that measures, including further transportation management programs, are recommended to the City Council	Applicants of Individual Projects / Project Contractors shall contribute fair-share funds for traffic impact fees or construct the improvement.	Applicants of Individual Projects / Project Contractors City of Richmond Planning and Building Services Division	Develop the funding mechanism, the calculation of, and receipt of payment.	Prior to granting certificate of occupancy.	*Verified by:* *Date:*

CAMPUS BAY PROJECT – ADDENDUM TO THE RICHMOND BAY FINAL EIR
MITIGATION MONITORING AND REPORTING PROGRAM

Campus Bay Project Mitigation Measure	Implemented By	Monitored By	Monitoring and Reporting Action	Monitoring Schedule	Verification of Compliance
and Caltrans in advance of each intersection reaching an unacceptable level of service. No secondary significant impacts would result from implementation of this measure.					
Mitigation Measure TRF-5.SA4: Meade Street/Regatta Boulevard/Eastbound I-580 Ramps Intersection Signal and Channelization Improvements. All applicants proposing the development of projects within Sub-Area 4 and meeting the trigger and funding criteria specified below shall be responsible for implementing the following improvement: a) **Mitigation Measure TRF-4.SP**, which would restripe westbound Meade Street to provide one exclusive right-turn lane and a shared left/through lane, upgrade the signal to actuated operations, convert the signal phasing for east and west intersection approaches from protected phasing to split-phasing, and coordinate signal timings with the adjacent Regatta Boulevard/Meade Street intersection and the at-grade railroad crossing. The City shall commit to preparing and implementing a Traffic Mitigation Fee Program to guarantee funding for roadway and related traffic infrastructure improvements, including implementation of this mitigation measure, that are necessary to mitigate impacts from development projects in the Plan Area. As part of the preparation of the Traffic Mitigation Fee Program, the City shall also commit to preparing a "nexus" study that will serve as the basis for requiring development impact fees under AB 1600 legislation, as codified by California Code Government Section 66000 et seq., to support implementation of the Program. The established procedures under AB 1600 require that a "reasonable relationship" or nexus exist between the amount of the fees charged to each development project and the cost of the traffic improvements attributable to each development project on which the fees are being imposed (i.e. it must be a "fair share" contribution). The City shall ensure that fees collected pursuant to this mitigation measure are directed towards funding implementation of the measure. It is estimated that the mitigation measure at this intersection would be required when approximately 75 percent of the Sub-Area 4 Project is developed. At that time, the City shall cause the mitigation measure to be implemented. Alternatively, the City of Richmond may implement this mitigation measure prior to the time the 75 percent Sub-Area 4 Project trigger occurs. In such case, the City may continue to collect fair-share contributions from the projects in Sub-Area 4 to support implementation, in accordance with the requirements of this Mitigation Measure. After implementation of this measure, the intersection would continue to operate at LOS F during both AM and PM peak hour with less delay than under 2040 No Sub-Area 4 Project conditions. The mitigation measure would reduce the impact to a less-than-significant level. The City of Richmond, as lead agency, does not have jurisdiction to implement Measure TRF-5.SA4 and the mitigation would need to be approved and implemented by Caltrans. The City will continue to work proactively with Caltrans and any other agency having jurisdiction over potentially impacted intersections and/or roadway segments to implement mitigation measures identified in the EIR to reduce impacts to intersections and/or roadway segments that are within the jurisdiction of those agencies and can and should be implemented to further reduce transportation impacts from the Sub-Area 4 Project. The City shall monitor this intersection and ensure that measures, including further transportation management programs, are recommended to the City Council and Caltrans in advance of each intersection reaching an unacceptable level of service. No secondary significant impacts would	Applicants of Individual Projects / Project Contractors shall contribute fair-share funds for traffic impact fees or construct the improvement.	Applicants of Individual Projects / Project Contractors City of Richmond Planning and Building Services Division	Develop the funding mechanism, the calculation of, and receipt of payment.	Prior to granting certificate of occupancy.	*Verified by:* *Date:*

CAMPUS BAY PROJECT – ADDENDUM TO THE RICHMOND BAY FINAL EIR
MITIGATION MONITORING AND REPORTING PROGRAM

Campus Bay Project Mitigation Measure	Implemented By	Monitored By	Monitoring and Reporting Action	Monitoring Schedule	Verification of Compliance
result from implementation of this measure.					
Mitigation Measure TRF-6.SA4: Regatta Boulevard/Meade Street Intersection Signalization. All applicants proposing the development of projects within Sub-Area 4 and meeting the trigger and funding criteria specified below shall be responsible for implementing the following improvement: a) **Mitigation Measure TRF-5.SP,** which would install an actuated signal at the intersection with protected left-turn phasing on the north / south approaches and split phasing on the east /west approaches, and restriping the westbound I-580 off-ramp for one left-turn lane and one shared left / through / right lane, and restriping eastbound Seaport Avenue for one shared left / through lane and one right-turn lane. The City shall commit to preparing and implementing a Traffic Mitigation Fee Program to guarantee funding for roadway and related traffic infrastructure improvements, including implementation of this mitigation measure, that are necessary to mitigate impacts from development projects in the Plan Area. As part of the preparation of the Traffic Mitigation Fee Program, the City shall also commit to preparing a "nexus" study that will serve as the basis for requiring development impact fees under AB 1600 legislation, as codified by California Code Government Section 66000 et seq., to support implementation of the Program. The established procedures under AB 1600 require that a "reasonable relationship" or nexus exist between the amount of the fees charged to each development project and the cost of the traffic improvements attributable to each development project on which the fees are being imposed (i.e. it must be a "fair share" contribution). The City shall ensure that fees collected pursuant to this mitigation measure are directed towards funding implementation of the measure. It is estimated that the mitigation measure at this intersection would be required when approximately 85 percent of the Sub-Area 4 Project is developed. At that time, the City shall cause the mitigation measure to be implemented. Alternatively, the City of Richmond may implement this mitigation measure prior to the time the 85 percent buildout trigger occurs. In such case, the City may continue to collect fair-share contributions from the projects in Sub-Area 4 to support implementation, in accordance with the requirements of this Mitigation Measure. After implementation of this measure, the intersection would continue to operate at LOS F during both AM and PM peak hour with less delay than under 2040 No Sub-Area 4 Project conditions. The mitigation measure would reduce the impact to a less-than-significant level. No secondary significant impacts would result from implementation of this measure.	Applicants of Individual Projects / Project Contractors shall contribute fair-share funds for traffic impact fees or construct the improvement.	Applicants of Individual Projects / Project Contractors City of Richmond Planning and Building Services Division	Develop the funding mechanism, the calculation of, and receipt of payment.	Prior to granting certificate of occupancy.	*Verified by:* *Date:*
Mitigation Measure TRF-7.SA4: Bayview Avenue/51st Street/Seaport Avenue/Eastbound I-580 Ramps Intersection Signalization and Channelization Improvements. All applicants proposing the development of projects within Sub-Area 4 shall be responsible for implementing the following improvements: a) **Mitigation Measure TRF-6.SP**, which would install an actuated signal at the intersection with protected left-turn signal phasing on the north / south approaches and split phasing on the east /west approaches, and restriping the westbound I-580 off-ramp for one left-turn lane and one shared left / through / right lane, and restriping eastbound Seaport Avenue for one shared left / through lane and one	Applicants of Individual Projects / Project Contractors shall contribute fair-share funds for traffic impact fees or construct the improvement.	Applicants of Individual Projects / Project Contractors City of Richmond Planning and Building Services	Develop the funding mechanism, the calculation of, and receipt of payment.	Prior to granting certificate of occupancy.	*Verified by:* *Date:*

CAMPUS BAY PROJECT – ADDENDUM TO THE RICHMOND BAY FINAL EIR
MITIGATION MONITORING AND REPORTING PROGRAM

Campus Bay Project Mitigation Measure	Implemented By	Monitored By	Monitoring and Reporting Action	Monitoring Schedule	Verification of Compliance
right-turn lane. It is estimated that the mitigation measure at this intersection would be required when approximately 60 percent of the Sub-Area 4 Project is developed. At that time, the City shall cause the mitigation measure to be implemented. Alternatively, the City may implement this mitigation measure prior to the time the 85 percent buildout trigger occurs. In such case, the City may continue to collect fair-share contributions from the projects in Sub-Area 4 to support implementation, in accordance with the requirements of this Mitigation Measure. After implementation of this measure, the intersection would continue to operate at LOS F during both AM and PM peak hours. The City will continue to work proactively with Caltrans and any other agency having jurisdiction over potentially impacted intersections and/or roadway segments to implement mitigation measures identified in the EIR to reduce impacts to intersections and/or roadway segments that are within the jurisdiction of those agencies and can and should be implemented to further reduce transportation impacts from the Sub-Area 4 Project. The City shall monitor this intersection and ensure that measures, including further transportation management programs, are recommended to the City Council and Caltrans in advance of each intersection reaching an unacceptable level of service. No other secondary significant impacts would result from implementation of this measure.		Division			
Mitigation Measure TRF-8.SA4: Bayview Avenue/Carlson Boulevard Intersection Signal Improvements. All applicants proposing the development of projects within Sub-Area 4 and meeting the trigger and funding criteria specified below shall be responsible for implementing the following improvements: a) **Mitigation Measure TRF-18.SP**, item b, which would convert the signal phasing for the east and west intersection approaches from split-phasing to protected phasing and provide an overlap phase for the northbound right-turn movement. The City shall commit to preparing and implementing a Traffic Mitigation Fee Program to guarantee funding for roadway and related traffic infrastructure improvements, including implementation of this mitigation measure, that are necessary to mitigate impacts from development projects in the Plan Area. As part of the preparation of the Traffic Mitigation Fee Program, the City shall also commit to preparing a "nexus" study that will serve as the basis for requiring development impact fees under AB 1600 legislation, as codified by California Code Government Section 66000 et seq., to support implementation of the Program. The established procedures under AB 1600 require that a "reasonable relationship" or nexus exist between the amount of the fees charged to each development project and the cost of the traffic improvements attributable to each development project on which the fees are being imposed (i.e. it must be a "fair share" contribution). The City shall ensure that fees collected pursuant to this mitigation measure are directed towards funding implementation of the measure. It is estimated that the mitigation measure at this intersection would be required when approximately 30 percent of the Sub-Area 4 Project is developed. At that time, the City shall cause the mitigation measure to be implemented. Alternatively, the City may implement this mitigation measure prior to the time the 30 percent Sub-Area 4 Project trigger occurs. In such case, the City may continue to collect fair-share contributions from the projects in in Sub-Area 4 to support implementation, in accordance with the requirements of this Mitigation Measure.	Applicants of Individual Projects / Project Contractors shall contribute fair-share funds for traffic impact fees or construct the improvement.	Applicants of Individual Projects / Project Contractors City of Richmond Planning and Building Services Division	Develop the funding mechanism, the calculation of, and receipt of payment.	Prior to granting certificate of occupancy.	*Verified by:* *Date:*

CAMPUS BAY PROJECT – ADDENDUM TO THE RICHMOND BAY FINAL EIR
MITIGATION MONITORING AND REPORTING PROGRAM

Campus Bay Project Mitigation Measure	Implemented By	Monitored By	Monitoring and Reporting Action	Monitoring Schedule	Verification of Compliance
After implementation of this measure, the intersection would continue to operate at LOS F during the AM peak hour and improve to LOS D during the PM peak hour. Traffic operations at the intersection can be further improved by providing additional automobile travel lanes, such as a third through lane on eastbound or westbound Carlson Boulevard. However, these modifications cannot be accommodated within the available automobile right-of-way and would require additional right-of-way, and/or loss of planned bicycle and/or pedestrian facilities, which would conflict with Specific Plan and General Plan goals to promote pedestrian, bicycle, and transit trips. No other secondary significant impacts would result from implementation of this measure.					
Mitigation Measure TRF-9.SA4: Carlson Boulevard/ Westbound I-80 Ramps Intersection Widening. All applicants proposing the development of projects within Sub-Area 4 and meeting the trigger and funding criteria specified below shall be responsible for implementing the following improvement: a) Mitigation Measure TRF-19.SP, item b, which would widen the southbound Westbound I-80 Off-Ramp to provide one right-turn lane and one shared through/left turn lane. The City shall commit to preparing and implementing a Traffic Mitigation Fee Program to guarantee funding for roadway and related traffic infrastructure improvements, including implementation of this mitigation measure, that are necessary to mitigate impacts from development projects in the Plan Area. As part of the preparation of the Traffic Mitigation Fee Program, the City shall also commit to preparing a "nexus" study that will serve as the basis for requiring development impact fees under AB 1600 legislation, as codified by California Code Government Section 66000 et seq., to support implementation of the Program. The established procedures under AB 1600 require that a "reasonable relationship" or nexus exist between the amount of the fees charged to each development project and the cost of the traffic improvements attributable to each development project on which the fees are being imposed (i.e. it must be a "fair share" contribution). The City shall ensure that fees collected pursuant to this mitigation measure are directed towards funding implementation of the measure. It is estimated that the mitigation measure at this intersection would be required when approximately 80 percent of the Sub-Area 4 Project is developed. At that time, the City shall cause the mitigation measure to be implemented. Alternatively, the City may implement this mitigation measure prior to the time the 80 percent Sub-Area 4 Project trigger occurs. In such case, the City may continue to collect fair-share contributions from the projects in Sub-Area 4 to support implementation, in accordance with the requirements of this Mitigation Measure. After implementation of this measure, the intersection would continue to operate at LOS F during both AM and PM peak hours. Traffic operations at the intersection can be further improved by providing additional automobile travel lanes, such as second through lanes on eastbound and westbound Carlson Boulevard. The City of Richmond, as lead agency, does not have jurisdiction to implement Measure TRF-9.SA4 and the mitigation would need to be approved and implemented by Caltrans. The City will continue to work proactively with Caltrans and any other agency having jurisdiction over potentially impacted intersections and/or roadway segments to implement mitigation measures identified in the EIR to reduce impacts to intersections and/or roadway	Applicants of Individual Projects / Project Contractors shall contribute fair-share funds for traffic impact fees or construct the improvement.	Applicants of Individual Projects / Project Contractors City of Richmond Planning and Building Services Division	Develop the funding mechanism, the calculation of, and receipt of payment.	Prior to granting certificate of occupancy.	*Verified by:* *Date:*

CAMPUS BAY PROJECT – ADDENDUM TO THE RICHMOND BAY FINAL EIR
MITIGATION MONITORING AND REPORTING PROGRAM

Campus Bay Project Mitigation Measure	Implemented By	Monitored By	Monitoring and Reporting Action	Monitoring Schedule	Verification of Compliance
segments that are within the jurisdiction of those agencies and can and should be implemented to further reduce transportation impacts from the Sub-Area 4 Project. The City shall monitor this intersection and ensure that measures, including further transportation management programs, are recommended to the City Council and Caltrans in advance of each intersection reaching an unacceptable level of service. No other secondary significant impacts would result from implementation of this measure.					
Mitigation Measure TRF-10.SP: Wright Avenue/Harbour Way South Intersection Signalization, Channelization, and Safety Improvements. All applicants proposing the development of projects within the Plan Area and meeting the trigger and funding criteria specified below shall be responsible for implementing the following improvements: a) The multi-modal improvement projects as outlined in the SRTCP and detailed on page 4.13-75, which would reduce the overall automobile trip generation and reduce the project contribution at this intersection. Specifically at this intersection, the Harbour Way South/Wright Avenue intersection improvement would signalize intersection and provide warning lights and gates for the at-grade railroad crossing. b) Mitigation Measure TRF-1.SP, which would consist of signalizing intersection and restriping the southbound Harbour Way South approach to provide an exclusive left-turn lane and a shared right/through lane within the current right-of-way. It is estimated that the mitigation measure at this intersection would be required when approximately 50 percent of the Foreseeable Maximum Theoretical Buildout (without the Sub-Area 4 Project development) is developed, or alternatively 55 percent of the Sub-Area 4 Project. At that time, the City shall cause the mitigation measure to be implemented. Alternatively, the City may implement this mitigation measure prior to the time the 50 percent buildout (or 55 percent Sub-Area 4 Project) trigger occurs. In such case, the City may continue to collect fair-share contributions from the projects in Sub-Area 4 to support implementation, in accordance with the requirements of this Mitigation Measure. After implementation of this measure, the intersection would improve to LOS C during the AM peak hour and LOS D during the PM peak hour and reduce the impact to a less-than -significant level. No secondary significant impacts would result from implementation of this measure.	Applicants of Individual Projects / Project Contractors shall contribute fair-share funds for traffic impact fees or construct the improvement.	Applicants of Individual Projects / Project Contractors City of Richmond Planning and Building Services Division	Develop the funding mechanism, the calculation of, and receipt of payment.	Prior to granting certificate of occupancy.	*Verified by:* *Date:*
4.14 Utilities and Service Systems					
Mitigation Measure UTL-3a.SP: Confirmation of Sanitary Sewer System Capacity. For each project developed within the Plan Area, the project applicant shall ensure that a qualified civil engineer confirm the capacity of the surrounding sanitary sewer system to accommodate the proposed project, prior to the issuance of final certificate of occupancy or equivalent permit to operate or occupy. As part of project plan review, the project applicant shall provide a plan to the City that shows how any necessary stormwater and sanitary sewer infrastructure improvements would be implemented to accommodate the proposed project, and commit to funding improvements that are not otherwise funded through City programs, and/or to implementing the improvements, which may include onsite treatment of stormwater to reduce demand on the sanitary	Individual project applicants shall hire a qualified civil engineer	City of Richmond Engineering Department/ Planning and Building Services Division	A qualified civil engineer will verify the capacity of the sewer system. City Planning and Building Division to review the sanitary sewer system capacity study and confirm needed improvements to the WPCP.	Prior to issuance of final occupancy or equivalent permit to operate or occupy	*Verified by:* *Date:*

CAMPUS BAY PROJECT – ADDENDUM TO THE RICHMOND BAY FINAL EIR
MITIGATION MONITORING AND REPORTING PROGRAM

Campus Bay Project Mitigation Measure	Implemented By	Monitored By	Monitoring and Reporting Action	Monitoring Schedule	Verification of Compliance
sewer system due to Infiltration/Inflow.					
Mitigation Measure UTL-3b.SP: Determine Upgrades to Water Pollution Control Plant. For each project developed within the Plan Area, the City Planning and Building Division shall review the sanitary sewer system capacity study prepared per Mitigation Measure UTL-3a.SP, and additionally confirm whether improvements planned for the Water Pollution Control Plant (WPCP) in the most current Wastewater Treatment Plant Facility Plan are required to be operational prior to project operation, and shall ensure that any required improvements are completed prior to issuance of a building permit for the project. The City shall also commit to preparing and implementing a Water Pollution Control Plant Improvement Fee Program to guarantee funding for upgrades to the WPCP, including implementation of this mitigation measure, that are necessary to mitigate impacts from development projects in the Plan Area. As part of the preparation of the Water Pollution Control Plant Improvement Fee Program, the City shall also commit to preparing a "nexus" study that will serve as the basis for requiring development impact fees under AB 1600 legislation, as codified by California Code Government Section 66000 et seq., to support implementation of the Program. The established procedures under AB 1600 require that a "reasonable relationship" or nexus exist between the amount of the fees charged to each development project and the cost of the WPCP improvements attributable to each development project on which the fees are being imposed (i.e. it must be a "fair share" contribution). The City shall ensure that fees collected pursuant to this mitigation measure are directed towards funding implementation of the measure.	Same as above	Same as above	Same as above	Same as above	*Verified by:* *Date:*
Mitigation Measure UTL-4.SP: ICI Pump Station Upgrades. For any development proposed within the Plan Area, prior to the recordation of a Final Map, the issuance of a grading permit, the issuance of a building permit, or utility extension approval, whichever is sooner, the project developer shall submit written verification from the City's Utility Planning Division (or Engineer) that the ICI Pump Station is adequately improved to provide service to the proposed development. Alternatively, project applicants may construct equivalent improvements to ensure the facility's function to the satisfaction of the City Public Works Department.	Individual project applicants	City of Richmond Engineering Department	Verify the ICI Pump Station is adequately improved	Prior to issuance of permits	*Verified by:* *Date:*
O. Energy					
None required.					

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EXHIBIT 3.10-A

CITY ORDINANCE NO. 24-20 N.S.

ORDINANCE NO. 24-20 N.S.

ORDINANCE OF THE CITY OF RICHMOND AMENDING SECTION 15.04.104.020, DEFINITIONS, REPEALING ARTICLE 15.04.603, INCLUSIONARY HOUSING, AND ADOPTING ARTICLE 15.04.603 OF THE MUNICIPAL CODE OF THE CITY OF RICHMOND REGARDING INCLUSIONARY HOUSING AND AFFORDABLE HOUSING LINKAGE FEES

WHEREAS, the State of California has found that local governments have a responsibility to use the powers vested in them to facilitate the development of housing to make adequate provision for the housing needs of all economic segments of the community (Government Code Section 65580(d)); and

WHEREAS, the Regional Housing Needs Allocation (RHNA) assigned to the City by the Association of Bay Area Governments provides that at least 47 percent of new housing in the City over the 2014-2022 period should be affordable to extremely low, very low, lower, and moderate income households; and

WHEREAS, according to the RHNA, the City has a total need for 2,435 units through the year 2022, out of which just over 29 percent is for low and moderate income households and another 18 percent is for very low and extremely low income households. The City believes that these are minimum requirements and that more must be done to meet the community's housing needs; and

WHEREAS, because of the shortage of affordable housing in Richmond, many households in Richmond overpay for their housing. The City's 2015 -2022 Housing Element of the General Plan found that found that approximately 39 percent of Richmond households who own their homes paid 30 percent or more of income for their mortgage, while 55 percent of renter households paid more than 30 percent of income for housing. These households are overpaying for their housing, according to standards of the United States Department of Housing and Urban Development; and

WHEREAS, it is the lowest income households that spend the most on housing in Richmond. The Housing Element further found that, of low income households, 67 percent of owner-occupied households and 82 percent of renter-occupied households spent more than 30 percent of their income on housing; and

WHEREAS, since the Housing Element was adopted in 2015, home prices have increased by 67 percent, according to Zillow.com, whereas median incomes have increased only 28 percent, according to the California Department of Housing and Community Development, and are likely to have declined from that number due to the COVID-19 pandemic, likely increasing the number of households overpaying for housing; and

WHEREAS, based on these findings, the City has determined that there is a critical shortage of housing opportunities available to very low, low, and moderate-income households. Goal #1 of the Housing Element is to achieve a balanced supply of housing available for all income groups. Increasingly, persons with very low, low and moderate incomes who work and or live within the City are unable to locate housing at prices they can afford and are increasingly excluded from living in the City; and

WHEREAS, the City also finds that the high cost of newly constructed housing in Richmond does not, to any appreciable extent, provide housing affordable by very low, low, and moderate households, and that continued new residential and non-residential development that does not include nor contribute toward lower cost housing will serve to further aggravate the current housing problems by reducing the supply of developable land while generating additional needs for affordable housing; and

WHEREAS, Housing Element Programs H-1.3.1and H-1.3.2 provide that the City will conduct an inclusionary housing ordinance study and will consider revisions to the inclusionary ordinance based on court decisions and the study, so long as those revisions do not constrain the overall production of housing in Richmond; and

WHEREAS, legislation adopted in 2017 (AB 1505; Government Code Sections 65850(g) and 65850.01) authorizes inclusionary requirements for rental residential developments, provided that such ordinance provides alternative means of compliance, and the proposed ordinance provides such alternative means of compliance; and

WHEREAS, Keyser Marston Associates has prepared three reports on the inclusionary ordinance, including a Financial Feasibility Analysis dated April 2019; and a Residential Nexus Analysis and a Non-Residential Jobs-Housing Nexus Analysis dated July 2016 (together the "Keyser Marston Reports"); and

WHEREAS, the Financial Feasibility Analysis is consistent with the requirements of Section 65850.01(b), in that Keyser Marston Associates is a qualified entity with demonstrated expertise preparing economic feasibility studies; the Analysis was made available for at least 30 days on the City's website and was considered by the City Council at a regularly scheduled meeting; and the study followed best professional practices and is sufficiently rigorous to allow an assessment of whether rental inclusionary requirements are economical feasible; and

WHEREAS, the City further finds that the housing shortage for persons of very low, low, and moderate incomes is detrimental to the public health, safety and welfare and that it is a public purpose of the City, and a public policy of the State of California as mandated by the requirements for a Housing Element of the City's General Plan, to make available an adequate supply of housing for persons of all economic segments of the community, and the City desires to modify the inclusionary housing ordinance to achieve the most affordable housing while not constraining housing development in the City.

NOW, THEREFORE, the Council of the City of Richmond, California, do ordain as follows:

Section 1. **Amendment of Section 15.04.104.020 Key Terms and Definitions (Affordable-Housing Related Terms).** Section 15.04.104.020 of the Richmond Municipal Code, "Affordable-Housing Related Terms," is hereby amended to read as follows:

Affordable-Housing Related Terms

Accessible. Usable by persons with disabilities and compliant with the building standards published in the California Building Standards Code relating to access for persons with disabilities and the other regulations adopted pursuant to Government Code Section 4450 that are in effect on the date of application for a building permit.

Affordable Housing Cost. Affordable rent or affordable sales price, as defined in this section.

Affordable Housing Units. Dwelling units affordable to moderate, low, very low, or extremely low income persons.

Affordable Housing Fund. A fund or account designated by the City to maintain and account for all monies received pursuant to Article 15.04.603.

Affordable Rent. The maximum monthly rent, including an allowance for tenant paid utilities, calculated at the specified income level in accordance with the Health and Safety Code Section 50053.

Affordable Sales Price. The maximum purchase price that will be affordable to the specified household at the specified income level, calculated in accordance with California Health and Safety Code Section 50052.5. The affordable sales price shall include a reasonable down payment, and monthly housing payments (including interest,

principal, mortgage insurance, property taxes, homeowner's insurance, homeowner's association dues, and a reasonable allowance for property maintenance, repairs, and utilities), all as determined by the City.

Common Ownership or Control. Property owned or controlled by the same person, persons, or entity, or by separate entities in which any shareholder, partner, member, or family member of an investor of the entity owns ten percent (10%) or more of the interest in the property.

Contiguous Property. Any parcel of land that is (1) touching another parcel at any point; (2) separated from another parcel at any point only by a public right of way, private street or way, or public or private utility, service, or access easement; or (3) separated from another parcel only by other real property which is in common ownership or control of the applicant which is not subject to the requirements of Article 15.04.603 at the time of a project application by a developer.

Density Bonus. A density increase over the otherwise maximum allowable density permitted by the City of Richmond pursuant to California Government Code Section 65915 and Article 15.04.602.

Density Bonus Units. Dwelling units approved in a residential development project or mixed-use development project pursuant to California Government Code Section 65915 and Article 15.04.602 that are in excess of the maximum allowable residential density otherwise permitted by the City of Richmond.

Housing Unit. A dwelling unit.

Inclusionary Housing Agreement. An agreement in conformance with Section 15.04.603.110 between the City and a developer, governing how the developer shall comply with Article 15.04.603.

Inclusionary Unit. A dwelling unit intended for sale or rental, required by Article 15.04.603 to be affordable to very low, low, or moderate-income households.

Initial Subsidy. An amount equal to the fair market value of a dwelling unit at the time of initial sale minus the initial sale price, plus the amount of any down payment assistance or mortgage assistance.

Low Income Household. Households whose income does not exceed the low-income limits applicable to Contra Costa County as defined in California Health and Safety Code Section 50079.5 and published annually pursuant to Title 25 of the California Code of Regulations, Section 6932 (or its successor provision) by the California Department of Housing and Community Development.

Market Rate Unit. A new dwelling unit in a residential development project that is not an inclusionary unit.

Mixed-Use Development Project. Any development that includes both a non-residential development project and a residential development project.

Moderate Income Household. Households whose income does not exceed the moderate-income limits applicable to Contra Costa County as defined in California Health and Safety Code Section 50093 and published annually pursuant to Title 25 of the California Code of Regulations, Section 6932 (or its successor provision) by the California Department of Housing and Community Development.

Non-Residential Development Project. Any development for which a discretionary approval for non-residential development or building permit is required that includes the creation of net new floor area for non-residential purposes. For purposes of Article 15.04.603, a live-work unit is not a non-residential purpose.

Ownership Residential Development. Any residential development that includes the creation of one or more additional dwelling units that may be sold individually. A residential ownership development also includes the conversion of a residential rental development to a residential ownership development.

Proportionate Share of Appreciation. An amount equal to the ratio of the initial subsidy to the fair market value of a dwelling unit at the time of initial sale.

Rental Residential Development. Any residential development that creates one or more additional dwelling units that cannot be lawfully sold individually in conformance with the Subdivision Map Act.

Resale Control. A recorded document applied to an affordable housing unit or an inclusionary unit that, for a specified term, requires sale of the unit to a very low, low, or moderate-income household at an affordable sales price.

Residential Development Project. Any development for which a discretionary approval for residential development or a building permit is required that includes the creation of one or more additional dwelling units, conversion of nonresidential uses to dwelling units, or the conversion of a use from a residential rental development to a residential ownership development. For purposes of Article 15.04.603, a live-work unit is counted as a residential dwelling unit.

Senior Citizen. A person 62 years of age or older, or 55 years of age or older in a senior citizen housing development.

Senior Citizen Housing Development. A senior citizen housing development as defined in California Civil Code Sections 51.3 and 51.12, that is developed, substantially rehabilitated, or substantially renovated for senior citizens. A senior citizen housing development must include at least 35 dwelling units

Very Low Income Household. Households whose income does not exceed the very low-income limits applicable to Contra Costa County as defined in California Health and Safety Code Section 50105 and published annually pursuant to Title 25 of the California Code of Regulations, Section 6932 (or its successor provision) by the California Department of Housing and Community Development.

Section 2. **Repeal and Adoption of Article 15.04.603.** Article 15.04.603 of the Richmond Municipal Code, Inclusionary Housing, is hereby repealed, and Article 15.04.603, Inclusionary Housing and Affordable Housing Linkage Fee, is hereby adopted to read as follows:

15.04.603.010 Purpose

A. The purpose of this Article is to enhance the public welfare by establishing policies to increase the production of housing units affordable to persons and households of very low, low, and moderate-income. These requirements implement the Housing Element of the General Plan through assisting in meeting the City's regional housing obligations, providing funding for the City's affordable housing programs, and affirmatively furthering fair housing by ensuring that affordable housing is constructed in all parts of the City.

B. The City Council desires to provide and maintain affordable housing opportunities in the community through an inclusionary housing program for both ownership and rental housing, and, in furtherance of that goal, includes rental affordable housing requirements in this chapter consistent with Government Code Sections 65850(g) and 65850.01.

C. The City's inclusionary housing requirements will assist in alleviating the use of available residential land solely for the benefit of households that are able to afford market rate housing, because such market-rate development will be required to contribute to the provision of affordable housing for the entire Richmond community. The requirements will also assist in alleviating the impacts of the demand for new affordable housing

created by new market-rate residential development by making additional affordable housing available in Richmond.

D. The City Council desires to provide and maintain affordable housing opportunities in the community through an affordable housing linkage fee program for non-residential development consistent with Government Code Sections 66000 *et seq*.

E. The City's affordable housing linkage fee requirements will assist in alleviating the impacts of the demand for new affordable housing created by new non-residential development by providing funds for the development and preservation of housing affordable to employees.

15.04.603.020 Applicability

A. The provisions of this Article shall apply to any residential development project, non-residential development project, and mixed-use project unless exempt under Section 15.04.603.030.

B. Residential development projects and the residential components of mixed-use development projects shall comply with the inclusionary housing requirements specified in Section 15.04.603.040.

C. Non-residential development projects and the non-residential components of mixed-use development projects shall comply with the affordable housing linkage fee requirements specified in Section 15.04.603.090.

D. A developer of a residential development project, non-residential development project, or mixed-use development project shall not avoid the requirements of this Article by submitting piecemeal project applications. At the time of the application for first approval for a project, the developer shall identify all contiguous property under common ownership or control. The developer shall not be required to construct dwelling units upon the contiguous property at the time of the application for first approval; however, the developer shall be required to include the contiguous property under common ownership or control in its affordable housing plan and its inclusionary housing agreement. The inclusionary housing agreement shall be recorded against the project and all contiguous property under common ownership or control and shall require compliance with this Article upon development of each contiguous property at such time as there are development applications that would authorize a total of ten or more residential units and/or 5,000 square feet of non-residential floor area for the development and the contiguous property under common ownership or control or as otherwise specified in the inclusionary housing agreement.

15.04.603.030 Exemptions

The following projects are exempt from the provisions of this Article:

A. Residential development projects and the residential components of mixed-use development projects with fewer than ten dwelling units or lots, unless subject to this Article under Section 15.04.603.020(D) above.

B. Non-residential development projects and the non-residential components of mixed-use development projects with less than 5,000 square feet of net new floor area.

C. Developments developed in accordance with the terms of a development agreement adopted by ordinance pursuant to the authority and provisions of California Government Code Section 65864 et seq., and that is executed prior to the effective date of the ordinance codified in this Article, provided that such developments shall comply with any requirements included in the development agreement or any predecessor ordinance in effect on the date the development agreement was executed.

D. Developments exempted by California Government Code Section 65589.5, 66474.2 or 66498.1, provided that such developments shall comply with any predecessor ordinance, resolution, or policy in effect on the date that the application for the development was deemed substantially complete under Government Code Section 65943 or successor provision.

E. Developments exempted by California Government Code Section 65589.5(o) or successor provision, provided that such residential developments shall comply with any predecessor ordinance, resolution, or policy in effect on the date that a preliminary application for the development containing all of the information required by Government Code Section 65941.1 was submitted to the City.

F. Developments exempted by another state law or by final judgement of a court of competent jurisdiction.

G. Non-residential development projects shall be subject to any non-residential linkage fee in effect on the date that the application for a building permit is submitted.

H. Residential development projects that have submitted a complete application or that have been approved prior to the effective date of the ordinance codified in this Article have the option of complying with this Article or the policies in effect on the date the application for the development was deemed substantially complete under Government Code Section 65943 or successor provision.

15.04.603.040 Inclusionary Housing Requirements for Residential Development Projects

All new residential development projects and residential components of mixed-use development projects, unless exempt under Section 15.04.603.030, shall provide inclusionary units upon the same site or comply with an alternative that is approved as described in Section 15.04.603.080.

A. The developer of an ownership residential development shall provide either:

1. Seven percent (7%) of the dwelling units in the residential development project made available at an affordable sales price to low-income households; or

2. Ten percent (10%) of the dwelling units in the residential development project made available at an affordable sales price to moderate-income households.

B. The developer of a rental residential development shall provide either:

1. Nine percent (9%) of the dwelling units in the residential development project made available at an affordable rent to very low-income households; or

2. Ten percent (10%) of the dwelling units in the residential development project made available at an affordable rent to low-income households.

C. Calculations of the number of inclusionary units required by this section shall be based on the number of dwelling units in the residential development project, excluding any density bonus units.

D. In calculating the number of required inclusionary units, any decimal fraction equal to or greater than 0.50 shall be construed as requiring one inclusionary unit. For any decimal fraction less than 0.5, the applicant must either provide one inclusionary unit or pay the City an in-lieu fee calculated in accordance with Section 15.04.603.070.

E. When a residential development project includes both ownership and rental dwelling units, the provisions of this Article that apply to ownership residential developments shall apply to that portion of the development that consists of ownership dwelling units, while the provisions of this Article that apply to rental residential developments shall apply to that portion of the development that consists of rental dwelling units.

15.04.603.050 Inclusionary Housing Standards and Incentives.

A. Inclusionary units shall be comparable in exterior appearance and overall quality of construction to market-rate units in the same housing development project. Interior finishes, features, and amenities may differ from those provided in the market rate units, so as long as the finishes, features, and amenities are durable, of good quality, and consistent with contemporary standards for new housing.

B. The number of bedrooms and the size of the inclusionary units shall be comparable to or greater than the average number of bedrooms and average size of the market rate units.

C. The inclusionary units shall be distributed throughout the residential development project located so as not to create a concentration of inclusionary units within the residential development project.

D. The inclusionary units shall have the same amenities as the market rate units included within the affordable rent or affordable sales price for the inclusionary unit. For example, residents of the inclusionary units shall have the same access to and enjoyment of common open space, parking, storage, and other facilities in the residential development project, and residents of the inclusionary units shall not be charged more than affordable rent or affordable sales price for the use of such facilities and amenities.

E. A developer of a residential development project providing all required inclusionary units upon the same site as the market-rate units may, at the developer's election, use the following incentives:

1. Apply for a density bonus and other regulatory incentives pursuant to Government Code Section 65915 and the provisions of Article 15.04.602 if the residential development project contains sufficient inclusionary units or other affordable units to qualify for a density bonus.

2. If required by the funding source (e.g., tax credit financing) or legal requirements imposed on the type of project (e.g., senior housing), the inclusionary units may be concentrated within a portion of the building or site containing the residential development project.

3. The developer may provide inclusionary units within the residential development project that are of a different unit type or size than the market rate units within the residential development project, if the decision-making body finds that a smaller size or different type will provide adequate and decent housing and will result in at least five percent (5%) more affordable units than required under this Article. The inclusionary units shall continue to have the same average bedroom count as the market rate units.

15.04.603.060 Timing of Construction of Inclusionary Units.

All required inclusionary units shall be made available for occupancy concurrently with the market rate units. For the purposes of this subsection, "concurrently" means one of the following:

A. Inclusionary units must be constructed in proportion to construction of the market-rate units, at a ratio of one inclusionary unit to each nine market-rate units.

1. A building permit may not be issued for any market-rate unit unless a proportional number of building permits have been issued for inclusionary units.

2. A certificate of occupancy or final inspection may not be issued for market-rate units unless a proportional number of certificates of occupancy or final inspections have been issued for inclusionary units.

B. In-lieu fees, if required, have been paid in accordance with Section 15.04.603.070.

C. The applicant has met, or made arrangements satisfactory to the City to meet, an alternative requirement as permitted by Section 15.04.603.080, or the City has approved an alternative phasing plan for the inclusionary units as part of the affordable housing plan and inclusionary housing agreement.

15.04.603.070 In-Lieu Fee

Except for ownership residential developments proposed south of interstate highway 580 and on the Point San Pablo peninsula, at the developer's election, the inclusionary housing requirements in Section 15.04.603.040 may be satisfied by the payment of a fee to the City in-lieu of constructing the inclusionary units within the residential development project in accordance with the following requirements:

A. No building permit shall be issued by the City for any market rate unit in the residential development project until all in-lieu fees due have been paid to the City, unless the conditions of approval allow the fees to be paid at occupancy. Fees for fractional units shall be paid at issuance of the first building permit in the project.

B. Prior to recordation of any final or parcel map for the development, notice of this requirement shall be recorded against each lot in the subdivision. The developer shall

provide specific written notice to any purchaser of any dwelling unit prior to the acceptance of any offer to purchase, and shall obtain executed acknowledgment of the receipt of such notice, that the purchaser shall not have any right to occupy the dwelling unit until such time as all in-lieu fees owing for the residential development are paid to the City.

C. All in-lieu fees shall be deposited in the affordable housing fund described in Section 15.04.603.130.

D. In-lieu fees may be established from time-to-time by resolution of the City Council.

Ownership residential developments proposed south of interstate highway 580 and on the Point San Pablo Peninsula are prohibited from electing to pay an in-lieu fee and must instead provide on-site inclusionary housing or another alternative approved under Section 15.04.603.080.

15.04.603.080 Alternative Compliance Options

A. The inclusionary housing requirement for ownership residential developments in Section 15.04.603.040.A may be satisfied by providing ten percent (10%) of the dwelling units in the residential development project at affordable rent to very low income households. The inclusionary housing agreement shall include provisions to allow for the sale of the inclusionary units at an affordable sales price and relocation benefits for tenants of the inclusionary units if the owner of the ownership residential development later determines to offer any inclusionary units in the residential development project for sale. At sale, appropriate documents shall be recorded to ensure affordability of the inclusionary units to very low income households for a 45 year term.

B. The developer, or an entity controlled by the developer, or another entity that has entered into an agreement with the developer to provide affordable housing, may propose to construct the inclusionary units required by Section 15.04.603.040 on another site in the City of Richmond. Two or more developers may also jointly propose off-site construction of affordable units on a single site. The City shall grant a credit for off-site construction if the proposal meets all of the following conditions:

1. Financing or a viable financing plan, which may include public funding, shall be in place for the off-site inclusionary units;

2. The off-site location is suitable for the proposed inclusionary housing, consistent with any adopted guidelines and the Housing Element, will not tend to cause residential segregation or concentrations of poverty, and is located within one mile of the residential development project with appropriate infrastructure and services; and

3. Construction of the off-site inclusionary units may not have commenced prior to the first approval of the residential development.

Final inspections for occupancy of the market-rate units in the residential development project will be granted only after final inspections are completed for the off-site affordable units related to those market-rate units. However, the timing requirements set forth in this subsection may be modified by the approval body. The City may require that completion of off-site affordable units be further secured by the applicant's agreement to pay in-lieu fees in the amount due under Section 15.04.603.070 in the event the off-site units are not timely completed.

C. The developer may propose to meet the requirements of Section 15.04.603.040 by dedicating property to the City in-lieu of constructing inclusionary units within the residential development project. The City shall approve property dedication under this subsection only if the proposal meets all of the following conditions:

1. The number of affordable units to be constructed on the dedicated property shall be at least 10 percent greater than the number of inclusionary units otherwise required under this Article;

2. Financing or a viable financing plan, which may include public funding, shall be in place for construction of the affordable units on the dedicated property; and

3. The property to be dedicated is suitable for the proposed inclusionary housing, consistent with any adopted guidelines and the Housing Element, will not tend to cause residential segregation or concentrations of poverty, and is located within one mile of the residential development project with appropriate infrastructure and services.

The property shall be dedicated to the City prior to issuance of any building permit for the residential development project.

D. Other Alternative Compliance Methods. The developer may propose an alternative compliance method to provide inclusionary units through other means. The approval body may approve or conditionally approve such an alternative only if the approval body determines, based on substantial evidence, that such alternative compliance will provide as many or more affordable units at the same or lower income levels, will not tend to cause residential segregation or concentrations of poverty, and will otherwise provide greater public benefit than would provision of the inclusionary units on site. The affordable units to be created shall conform with all other requirements of this Article except as modified by the approval body.

15.04.603.090 Non-Residential Linkage Fee

A. Non-residential linkage fees may be established from time-to-time by resolution of the City Council.

B. No building permit shall be issued by the City for any non-residential development project until all linkage fees have been paid to the City, unless the conditions of approval allow the fees to be paid at occupancy.

C. All linkage fees shall be deposited in the affordable housing fund described in Section 15.04.603.130.

15.04.603.100 Application Requirements

A. An application for the first approval of a residential development project or mixed-use project shall include an affordable housing plan describing how the project will comply with the provisions of this Article, either with on-site units, payment of in-lieu fees, or an alternative measure consistent with Section 15.04.603.080.

B. Any adopted guidelines or City application form may specify the contents of the affordable housing plan. No application for a first approval for a residential development may be deemed complete unless an affordable housing plan is submitted in conformance with this Article.

C. The affordable housing plan shall be processed concurrently with all other permits required for the residential development. Before approving the affordable housing plan, the approval body shall find that the affordable housing plan conforms to this Article.

15.04.603.110 Inclusionary Housing Agreement

Prior to the issuance of a building permit or approval of a final or parcel map for any residential development project subject to this Article that includes inclusionary units, the developer shall enter into a written agreement with the City for the duration of affordability. An agreement is not required for developers who pay an in-lieu fee. The terms and conditions of the agreement shall be binding upon any successor in interest of the developer and shall be recorded in the Contra Costa County Clerk Recorder's Office, County Recorder Division prior to issuance of the building permit or recordation of the final or parcel map. The agreement shall be in a form approved by the City Attorney and executed by the City Manager and shall include provisions for the following:

A. The number and proportion of housing units affordable to moderate-income, lower-income, very low income, and extremely low income households by type, location and number of bedrooms;

B. The party responsible for certifying rents and sales prices of inclusionary housing units and certifying incomes of tenants or purchasers of the inclusionary housing units (the City may specify the party certifying rents, sales prices, and incomes);

C. The financing of ongoing administrative and monitoring costs;

D. The manner in which vacancies will be marketed and filled, including the screening and qualifying of prospective renters and purchasers of the affordable units;

E. Deed restrictions including resale control mechanisms and rent limitations, as applicable;

F. Provision allowing sale of ownership units to a nonprofit housing organization, nonprofit land trust, or governmental agency, which may rent the units to eligible households;

G. Enforcement mechanisms to ensure that the affordable units are continuously occupied by eligible households and are not sold, rented, leased, sublet, assigned, or otherwise transferred to non-eligible households (unless owned by a nonprofit housing organization, nonprofit land trust, or governmental agency); and

H. Project phasing, including the timing of completions, and rental or sale of the inclusionary housing units, in relation to the timing of the market-rate units.

The agreement shall be subject to administrative review by the Community Development Department for the affordability term for the purpose of verifying that the inclusionary units are maintained at affordable rates within the affordability category originally established for the project. For each inclusionary unit, the owner may be required to pay to the City an annual monitoring fee for the term of required affordability that does not exceed the City's costs to monitor the affordable unit, if such a fee is adopted by resolution of the City Council or is otherwise included in the City's master fee schedule.

15.04.603.120 Continued Affordability

In order to maintain the availability of inclusionary units constructed pursuant to this Article, the following requirements shall apply:

A. Any adopted guidelines may include standard documents for execution by the City Manager, in a form approved by the City Attorney, to ensure the continued affordability of the inclusionary units approved for each residential development project. The documents shall be recorded against the residential development project, all inclusionary units, and any site subject to the provisions of this Article.

B. All inclusionary units to be sold shall remain affordable at an affordable sales price to the targeted income group for 45 years, unless a longer term is required in connection with State law or financing requirements.

C. All inclusionary units to be rented shall remain affordable at the affordable rent to the targeted income group for 55 years, unless a longer term is required in connection with State law or financing requirements.

D. Any eligible household that occupies an inclusionary unit must occupy that unit as its principal residence, unless otherwise approved in writing for rental to a third party eligible household for a limited period of time due to household hardship, as may be specified in any adopted guidelines.

E. No household may begin occupancy of an inclusionary unit until the household has been determined to be eligible to occupy that unit by the City or designee. Any adopted guidelines may establish standards for determining household income, affordable sales price, provisions for continued monitoring of tenant eligibility, and other eligibility criteria.

F. Officials, employees, or consultants of the City and members of City boards and commissions shall comply with all applicable laws, regulations, and policies relating to conflicts of interest as to their eligibility to develop, construct, sell, rent, lease, occupy, or purchase an inclusionary unit. Any adopted guidelines shall include conflict of interest provisions relating to the administration of this Article and the eligibility of persons to occupy inclusionary units.

15.04.603.130 Affordable Housing Fund

A. All in-lieu fees, linkage fees, or other funds collected under this Article shall be deposited into the City's Affordable Housing Fund.

B. The moneys in the Affordable Housing Fund and all earnings from investment of the moneys in the Fund shall be expended on activities that provide housing affordable to extremely low-income, very low-income, lower-income, moderate-income households and any special needs populations in the City consistent with the goals and policies contained in the City's Housing Element, which may include without limitation land acquisition, predevelopment costs, rehabilitation of existing units to extend their useful life and add affordability restrictions, and construction of new residential units, and for administration and compliance monitoring of the affordable housing program, as approved by the City Council.

15.04.603.140 Reductions, Adjustments, or Waivers

A. Any request for a waiver, adjustment, or reduction under this Article shall be submitted to the City concurrently with an application for a first approval for a residential development project based upon a showing that applying the requirements of this section would result in an unconstitutional taking of property or would result in any other unconstitutional result. The request for a waiver, adjustment, or reduction shall set forth in detail the factual and legal basis for the claim.

B. The request for a waiver, adjustment, or reduction shall be processed concurrently with all other permits required for the residential development project, including the affordable housing plan. The body with the authority to approve the residential development project shall have the authority to act on the request for a waiver, adjustment, or reduction, subject to any appeals otherwise authorized for the residential development project.

C. The waiver or modification may be approved only to the extent necessary to avoid an unconstitutional result, based upon legal advice provided by or at the behest of the City Attorney, after adoption of written findings, based on legal analysis and substantial evidence. If a waiver or modification is granted, any change in the project shall invalidate the waiver or modification, and a new application shall be required for a waiver or modification under this section.

15.04.603.150 Article Administration and Enforcement

A. The City Council, by resolution, may establish fees for the ongoing administration and monitoring of the affordable units, which fees may be updated periodically, as required.

B. The City Council, by resolution, may adopt guidelines to implement this Article. The City may review this chapter as frequently as appropriate to evaluate its effectiveness in creating affordable housing and shall review the effectiveness of this chapter as part of each adoption of the City's housing element of the general plan.

C. The City Attorney shall be authorized to enforce the provisions of this Article and all inclusionary housing agreements, regulatory agreements, and all other covenants or restrictions placed on inclusionary units, by civil action and any other proceeding or method permitted by law.

D. Failure of any official or agency to fulfill the requirements of this Article shall not excuse any developer or owner from the requirements of this Article. No permit, license, map, or other approval or entitlement for a residential development project shall be issued, including without limitation a final inspection or certificate of occupancy, until all applicable requirements of this Article have been satisfied.

E. The remedies provided for herein shall be cumulative and not exclusive and shall not preclude the City from any other remedy or relief to which it otherwise would be entitled under law or equity.

Section 3. **California Environmental Quality Act.** This Ordinance is not a project under the requirements of the California Environmental Quality Act, together with related State CEQA Guidelines (collectively, "CEQA") because it has no potential for resulting in physical change in the environment, either directly or ultimately, in that changing the affordability of residences has no potential for resulting in a physical change in the environment, either directly or indirectly;

and a project does not include the creation of a government funding mechanism that does not involve any commitment to any specific project (CEQA Guidelines section 15378). In the event that this Ordinance is found to be a project under CEQA, it is subject to the CEQA exemption contained in CEQA Guidelines section 15061(b)(3) because it can be seen with certainty to have no possibility of a significant effect on the environment. CEQA applies only to projects which have the potential of causing a significant effect on the environment. Where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA. In this circumstance, the amendments to the Ordinance would have no or only a de minimis impact on the environment. The foregoing determination is made by the City Council in its independent judgment.

Section 4. **Severability.** If any section, subsection, subdivision, paragraph, sentence, clause, or phrase of this Ordinance is for any reason held to be unconstitutional or invalid, such a decision shall not affect the validity of the remaining portions of this Ordinance. The City Council hereby declares that it would have passed each section, subsection, subdivision, paragraph, sentence, clause, or phrase of this Ordinance irrespective of the unconstitutionality or invalidity of any section, subsection, subdivision, paragraph, sentence, clause, or phrase.

Section 5. **Effective Date.** This Ordinance shall become effective 30 days after its adoption.

****

First read at a meeting of the Council of the City of Richmond held on October 20, 2020, and finally passed and adopted at a regular meeting thereof held on November 10, 2020, by the following vote:

AYES:	Councilmembers Choi, Johnson III, Martinez, Myrick, Vice Mayor Bates, and Mayor Butt.
NOES:	None.
ABSTENTIONS:	None.
ABSENT:	Councilmember Willis.

PAMELA CHRISTIAN

CLERK OF THE CITY OF RICHMOND
(SEAL)

Approved:

TOM BUTT

Mayor

Approved as to form:

TERESA STRICKER

City Attorney

State of California }
County of Contra Costa : ss.
City of Richmond }

I certify that the foregoing is a true copy of **Ordinance No. 24-20 N.S.** passed and adopted by the City Council of the City of Richmond at a regular meeting held on November 10, 2020.

Pamela Christian, City Clerk of the City of Richmond

EXHIBIT 3.10-B

CITY COUNCIL RESOLUTION NO. 115-20

RESOLUTION NO. 115-20

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RICHMOND, CALIFORNIA, AMENDING INCLUSIONARY HOUSING IN-LIEU FEES AND ADOPTING NON-RESIDENTIAL LINKAGE FEES IN THE MASTER FEE SCHEDULE

WHEREAS, the State of California has found that local governments have a responsibility to use the powers vested in them to facilitate the development of housing and to make adequate provision for the housing needs of all economic segments of the community (Government Code Section 65580(d)); and

WHEREAS, the City Council has determined that there is a critical shortage of housing opportunities available to very low, low, and moderate-income households. Goal #1 of the Housing Element of the General Plan is to achieve a balanced supply of housing available for all income groups. Increasingly, persons with very low, low and moderate incomes who work or live within the City are unable to locate housing at prices they can afford and are increasingly excluded from living in the City; and

WHEREAS, the City Council also finds that the high cost of newly constructed housing in Richmond does not, to any appreciable extent, provide housing affordable by very low, low, and moderate households, and that continued new residential and non-residential development that does not include nor contribute toward lower cost housing will serve to further aggravate the current housing problems by reducing the supply of developable land while generating additional needs for affordable housing; and

WHEREAS, Housing Element Programs H-1.3.1and H-1.3.2 provide that the City will conduct an inclusionary housing ordinance study and will consider revisions to the inclusionary ordinance based on court decisions and the study, so long as those revisions do not constrain the overall production of housing in Richmond; and

WHEREAS, as provided in the Housing Element, Keyser Marston Associates has prepared the inclusionary housing ordinance study, consisting of three reports on the inclusionary ordinance, including a Financial Feasibility Analysis dated April 2019; and a Residential Nexus Analysis and a Non-Residential Jobs-Housing Nexus Analysis dated July 2016 (together the "Keyser Marston Reports"); and

WHEREAS, based on the Keyser Marston Reports, the City has adopted Section 15.04.603.070 of the Municipal Code of the City of Richmond, which provides that the City Council may by resolution establish fees in-lieu of the provision of on-site inclusionary housing; and

WHEREAS, based on the Keyser Marston Reports, the City has also adopted Section 15.04.603.090 of the Municipal Code of the City of Richmond, which provides that the City Council may by resolution establish non-residential linkage fees, which mitigate the impact of new non-residential development on the need for affordable housing; and

WHEREAS, to ensure that the inclusionary housing in-lieu fees and the non-residential linkage fees recommended by this Resolution do not exceed the actual affordable housing impacts attributable to the development projects on which the fee is imposed, the City Council has received and considered the Keyser Marston Reports, which demonstrate that the fees adopted by this Resolution do not exceed the affordable housing impacts attributable to the development projects on which the fees is imposed; and

WHEREAS, the Keyser Marston Reports used widely used, appropriate methodology to determine the maximum amount needed to fully mitigate the burdens created by residential and non-residential development on the need for affordable housing; and

WHEREAS, to ensure that development projects remain economically feasible, the recommended inclusionary housing in-lieu fees and non-residential linkage fees as shown in the attached Exhibit A and Exhibit B are lower than the maximum amount needed to fully mitigate the burdens created by new development on the need for affordable housing, as determined in the Keyser Marston Reports; and

WHEREAS, at least ten days prior to the date this Resolution is being heard, data was made available to the public indicating the amount of cost, or estimated cost, required to provide the affordable housing for which the fee is being levied and the revenue sources anticipated to provide the affordable housing, in accordance with Government Code Section 66019; and

WHEREAS, at least fourteen days prior to the date this Resolution is being heard, notice was provided to any persons or organizations who had requested notice, in accordance with Government Code Section 66019; and

WHEREAS, notice of the hearing on the proposed fees was published twice in a newspaper of general circulation in the manner set forth in Government Code Section 6062a, in accordance with Government Code Sections 66004 and 66018; and

WHEREAS, a duly and properly noticed public hearing regarding the fees proposed in this Resolution was conducted by the City Council on October 20, 2020.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Richmond hereby adopts the inclusionary housing in-lieu fees as described in Exhibit A attached hereto and incorporated herein by this reference; adopts the non-residential linkage fees as described in Exhibit B attached hereto and incorporated herein by this reference; and directs that these fees be incorporated into the City's Master Fee Schedule; and

BE IT FURTHER RESOLVED, that this Resolution shall go into full force and effect on December 19, 2020, provided that the related ordinance is adopted; and

BE IT FURTHER RESOLVED, that this Resolution is not a project under the California Environmental Quality Act (CEQA), because a project does not include the creation of a governmental funding mechanism that does not involve any commitment to any specific project (CEQA Guidelines section 15378(b)(4)); and the Resolution commits no fees to any specific project; and

BE IT FURTHER RESOLVED, that the facts set forth in the recitals in this Resolution are true and correct and incorporated by reference. The recitals constitute findings in this matter and, together with the agenda report, other written reports, public testimony and other information contained in the record, are an adequate and appropriate evidentiary basis for the actions taken in this Resolution.

****

I certify that the foregoing resolution was passed and adopted by the Council of the City of Richmond at a regular meeting thereof held October 20, 2020, by the following vote:

AYES:	Councilmembers Choi, Johnson, Martinez, Myrick, Willis, Vice Mayor Bates, and Mayor Butt.
NOES:	None.
ABSTENTIONS:	None.
ABSENT:	None.

PAMELA CHRISTIAN
CLERK OF THE CITY OF RICHMOND
(SEAL)

Approved:

THOMAS K. BUTT
Mayor

Approved as to form:

RACHEL SOMMOVILLA
Interim City Attorney

State of California }
County of Contra Costa : ss.
City of Richmond }

I certify that the foregoing is a true copy of **Resolution No. 115-20**, finally passed and adopted by the City Council of the City of Richmond at a regular meeting held on October 20, 2020.

Pamela Christian, Clerk of the City of Richmond

EXHIBIT "A"

Fees for Residential Development Projects In Lieu of Provision of On-Site Inclusionary Units

INCLUSIONARY HOUSING IN-LIEU FEES	
RESIDENTIAL DEVELOPMENT PROJECTS PROPOSED SOUTH OF I-580 AND ON THE POINT SAN PABLO PENINSULA	
Type of Project	**Applicable Fee per Square Foot of Net New Residential Floor Area***
Rental Residential Development	$12/square foot
Ownership Residential Development	May not pay in-lieu fee
OTHER RESIDENTIAL DEVELOPMENT PROJECTS	
Building Permits for Number of Residential Units Issued after the Resolution's Effective Date	**Applicable Fee per Square Foot of Net New Residential Floor Area***
0 – 370	$0
371 – 741	$3
742 – 1,111	$6
1,112 – 1,482	$9
More than 1,482	$12

***NOTES:**

1. Fee applies to residential components of mixed-use projects.
2. Fee applies to fractional inclusionary unit requirement below 0.5 and to any required inclusionary units for which developer desires to pay an in-lieu fee. These fees shall be calculated by determining the in-lieu fee that would be due were the entire inclusionary requirement for the residential development project to be satisfied with in-lieu fees and then multiplying by the percentage of the total number of inclusionary units to be satisfied through an in-lieu fee payment.

   Example: Assume that a 10 percent inclusionary requirement for 104 units equals 10.4 inclusionary units, and that an in-lieu fee of $1.2 million would be required if in-lieu fees were used to satisfy the entire 10.4-unit requirement. The developer provides 10 on-site units. The fractional unit in-lieu payment would equal: 0.4 [fractional unit]/10.4 [total inclusionary requirement] x $1.2 million = $46,154.

   Example: Assume in the previous example that the developer provides 6 on-site inclusionary units and desires to pay an in-lieu fee for the remaining 4.4 units. The in-lieu fee would equal: 4.4 units/10.4 units x $1.2 million = $507,692.
3. Fee amounts shall be adjusted once each year by the community development director based on the percentage increase in the Engineering News-Record Construction Cost Index for San Francisco, California for the corresponding year.

4. Net new residential floor area shall be calculated based on the floor area of dwelling units in the building, excluding unheated unenclosed spaces such as balconies, patios, unfinished garages or outside storage lockers, areas used for off-street parking and loading, and common hallways and common areas
5. All in-lieu fees shall be paid for a dwelling unit prior to issuance of a building permit for that unit, unless the conditions of approval allow the fees to be paid at occupancy. Fees for fractional units shall be paid at issuance of the first building permit for the project.

EXHIBIT "B"

Affordable Housing Linkage Fee for Non-residential Development Projects

Nonresidential Uses	**Fee per Square Foot of Net New Gross Floor Area***
Office Research & Development Retail/Service Warehouse/Distribution Hotel Industrial	$2

***NOTES:**

1. Projects adding less than 5,000 sq. ft. of net new gross floor area are exempt from payment of the linkage fee.
2. Fee applies to non-residential components of mixed-use projects.
3. Fee amounts shall be adjusted once each year by the community development director based on the percentage increase in the Engineering News-Record Construction Cost Index for San Francisco, California for the corresponding year.
4. Net new gross floor area shall be calculated as required by Richmond Municipal Code Section 15.04.103.090.
5. Fees for non-residential uses shall be paid only once prior to issuance of the first building permit for the space.

EXHIBIT 4.1.3.2

EXISTING DEVELOPMENT FEES

City of Richmond

Master Fee Schedule

Municipal Code or Other Code	Description	CURRENT FEE
	BUILDING REGULATIONS -- Developer Impact Fees UBC Regulations used to factor fee amounts. RMC 5.12.050, 5.12.070, 6.02.180, 6.36.080 and 12.44.220	
	DEVELOPER FEES	
	Public Facility Impact Fees (The fees pay for major infrastructure improvements in each area	
	Residential, single-family development, per dwelling unit (DU), allocated as follows:	**16,804.00**
RMC 15.08.400-2, RMC 15.08.400-8, RMC 6.02.180; RMC 2.34.040, Ord. 3-04	- Park/open space	6,609.00
RMC 6.02.180; RMC 2.34.040, Ord. 3-04	- Sewer	3,447.00
RMC 6.02.180; RMC 2.34.040, Ord. 3-04	- Traffic	1,872.00
RMC 6.02.180; RMC 2.34.040, Ord. 3-04	- Community/aquatic centers	1,585.00
RMC 6.02.180; RMC 2.34.040, Ord. 3-04	- Storm Drainage	675.00
RMC 6.02.180; RMC 2.34.040, Ord. 3-04	- Library	1,791.00
RMC 6.02.180; RMC 2.34.040, Ord. 3-04	- Police facilities	372.00
RMC 6.02.180; RMC 2.34.040, Ord. 3-04	- Fire facilities	453.00
	Residential, multi-family development, per dwelling unit (DU), allocated as follows:	**13,540.00**
RMC 6.02.180; RMC 2.34.040, Ord. 3-04	- Park/open space	5,427.00
RMC 6.02.180; RMC 2.34.040, Ord. 3-04	- Sewer	2,790.00
RMC 6.02.180; RMC 2.34.040, Ord. 3-04	- Traffic	1,496.00
RMC 6.02.180; RMC 2.34.040, Ord. 3-04	- Community/aquatic centers	1,301.00
RMC 6.02.180; RMC 2.34.040, Ord. 3-04	- Storm Drainage	367.00
RMC 6.02.180; RMC 2.34.040, Ord. 3-04	- Library	1,791.00
RMC 6.02.180; RMC 2.34.040, Ord. 3-04	- Police facilities	198.00
RMC 6.02.180; RMC 2.34.040, Ord. 3-04	- Fire facilities	170.00

	Commercial development, per 1,000 square feet, allocated as follows:	**9,507.00**
RMC 6.02.180; RMC 2.34.040, Ord. 3-04	- Park/open space	-
RMC 6.02.180; RMC 2.34.040, Ord. 3-04	- Sewer	3,143.00
RMC 6.02.180; RMC 2.34.040, Ord. 3-04	- Traffic	4,648.00
RMC 6.02.180; RMC 2.34.040, Ord. 3-04	- Community/aquatic centers	-
RMC 6.02.180; RMC 2.34.040, Ord. 3-04	- Storm Drainage	940.00
RMC 6.02.180; RMC 2.34.040, Ord. 3-04	- Library	239.00
RMC 6.02.180; RMC 2.34.040, Ord. 3-04	- Police facilities	286.00
RMC 6.02.180; RMC 2.34.040, Ord. 3-04	- Fire facilities	251.00
	Office development, per 1,000 square feet, allocated as follows:	**7,946.00**
RMC 6.02.180; RMC 2.34.040, Ord. 3-04	- Park/open space	-
RMC 6.02.180; RMC 2.34.040, Ord. 3-04	- Sewer	2,205.00
RMC 6.02.180; RMC 2.34.040, Ord. 3-04	- Traffic	4,101.00
RMC 6.02.180; RMC 2.34.040, Ord. 3-04	- Community/aquatic centers	-
RMC 6.02.180; RMC 2.34.040, Ord. 3-04	- Storm Drainage	706.00
RMC 6.02.180; RMC 2.34.040, Ord. 3-04	- Library	397.00
RMC 6.02.180; RMC 2.34.040, Ord. 3-04	- Police facilities	286.00
RMC 6.02.180; RMC 2.34.040, Ord. 3-04	- Fire facilities	251.00
	Industrial development, per 1,000 square feet, allocated as follows:	**3,788.00**
RMC 6.02.180; RMC 2.34.040, Ord. 3-04	- Park/open space	-
RMC 6.02.180; RMC 2.34.040, Ord. 3-04	- Sewer	1,086.00
RMC 6.02.180; RMC 2.34.040, Ord. 3-04	- Traffic	1,498.00
RMC 6.02.180; RMC 2.34.040, Ord. 3-04	- Community/aquatic centers	-

RMC 6.02.180; RMC 2.34.040, Ord. 3-04	- Storm Drainage	749.00
RMC 6.02.180; RMC 2.34.040, Ord. 3-04	- Library	169.00
RMC 6.02.180; RMC 2.34.040, Ord. 3-04	- Police facilities	108.00
RMC 6.02.180; RMC 2.34.040, Ord. 3-04	- Fire facilities	178.00
	Warehousing space, per 1,000 square feet, allocated as follows:	**3,670.00**
RMC 6.02.180; RMC 2.34.040, Ord. 3-04	- Park/open space	-
RMC 6.02.180; RMC 2.34.040, Ord. 3-04	- Sewer	1,086.00
RMC 6.02.180; RMC 2.34.040, Ord. 3-04	- Traffic	1,498.00
RMC 6.02.180; RMC 2.34.040, Ord. 3-04	- Community/aquatic centers	-
RMC 6.02.180; RMC 2.34.040, Ord. 3-04	- Storm Drainage	749.00
RMC 6.02.180; RMC 2.34.040, Ord. 3-04	- Library	51.00
RMC 6.02.180; RMC 2.34.040, Ord. 3-04	- Police facilities	108.00
RMC 6.02.180; RMC 2.34.040, Ord. 3-04	- Fire facilities	178.00
	Mitigation Administrative Fee	
Section 66000 CA Govt Code, Reso. 6-04; RMC 2.34.040, Ord. 3-04	Mitigation Administrative Fee -- 3% of the total project impact fees (for Building Regulations included in Impact Fees administered by Finance)	3.0%
	Park Land Dedication Fees Calculated on a Per Unit Basis	
RMC 6.02.180; RMC 2.34.040, Ord. 3-04	Single Family dwelling unit, detached or townhouse, fee per unit	432.00
RMC 6.02.180; RMC 2.34.040, Ord. 3-04	Duplex, medium low	372.00
RMC 6.02.180; RMC 2.34.040, Ord. 3-04	Condominiums and Clusters	300.00
RMC 6.02.180; RMC 2.34.040, Ord. 3-04	Apartments (7 units or more)	216.00

EXHIBIT 4.5.1.2

SCHEDULE OF INSURANCE REQUIREMENTS

City of Richmond - Insurance Requirements – Type 1:
Consultants and Contractors

In all instances where a CONTRACTOR or its representatives will be conducting business and/or providing services, the City requires the following MINIMUM insurance requirements and limits.

CONTRACTOR shall procure and maintain for the duration of the contract, agreement, or other order for work, services or supplies, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the CONTRACTOR, its agents, representatives, employees or subcontractors. **Maintenance of proper insurance coverage is a material element of the contract. Failure to maintain or renew coverage or to provide evidence of renewal may be treated by the CITY as a material breach of contract.**

CONTRACTOR agrees that in the event of loss due to any of the perils for which it has agreed to provide Commercial General Liability insurance, CONTRACTOR shall look solely to its insurance for recovery. CONTRACTOR hereby grants to CITY, on behalf of any insurer providing Commercial General Liability insurance to either CONTRACTOR or CITY with respect to the services of CONTRACTOR herein, a waiver of any right to subrogation which any such insurer of said CONTRACTOR may acquire against the CITY by virtue of the payment of any loss under such insurance.

Original, signed certificates and original, separate policy endorsements, naming CITY as an additional insured for general liability, as well as a waiver of subrogation for Workers' Compensation insurance, shall be received and approved by CITY **before any work may begin**. However, failure to do so shall not operate as a waiver of these insurance requirements.

CITY reserves the right to modify or require additional coverages for specific risk exposures depending on scope of CONTRACTOR'S work.

Minimum coverage is detailed below. The policy limits of coverage shall be made available to the full limits of the policy. The minimum limits stated herein shall not serve to reduce the policy limits of coverage of CONTRACTOR.

Minimum Scope of Insurance – the following forms shall be provided and coverage shall be at least as broad as the following:

1. Insurance Services Office Commercial General Liability coverage (ISO Occurrence Form CG 0001) including coverage for bodily and personal injury, property damage, and products and completed operations.
2. Insurance Services Office Automobile Liability coverage (ISO Form CA 0001, Code 1, Any Auto)
3. Original and Separate Additional Insured Endorsements for General Liability (ISO Form CG 20 10 11/85 or its equivalent) with primary and non-contributory language.
4. Workers' Compensation Insurance as required by the State of California including Employer's Liability coverage.
5. Original and Separate Waiver of Subrogation for Workers' Compensation and Builder's Risk/ Course of Construction Insurance.
6. Builder's Risk/Course of Construction insurance covering all risks of loss less policy exclusions when the City of Richmond has a financial interest in the property. – *(Only required for Construction Contracts involving property)*
7. Contractor's Pollution Liability (*if applicable for Construction Contractors*)

Required Coverage	Minimum Limits	
Workers' Compensation and Employers' Liability	Statutory limits as required by the State of California including $1 million Employers' Liability per accident, per employee for bodily injury or disease. If CONTRACTOR is self-insured, provide a certificate of Permission to Self-Insure, signed by the California Department of Industrial Relations and Self-Insurance. If CONTRACTOR is a sole proprietor (has no employees) than contractor must sign "Contractor Release of Liability" found at: ***http://www.ci.richmond.ca.us/index.aspx?nid=61***.	
General Liability *(primary and excess limits combined)*	**PROJECT COST**	**REQUIRED LIMIT**
	$0 - $5 million	$2 million p/o
	$5 million - $10 million	$5 million p/o
	Over $10 million	$10 million p/o
	Fireworks	***$5 million p/o***

City of Richmond - Insurance Requirements – Type 1:
Consultants and Contractors

	Includes coverage for bodily injury, personal injury, property damage and products and completed operations. The policy shall not exclude coverage for XCU perils (explosion, collapse, or damage to underground property). If the policy includes a general aggregate, either the general aggregate shall apply separately to this project, service or location or the **minimum required aggregate limit shall be twice the per occurrence limit ($4 million aggregate limit).** Policy shall be endorsed to name the City of Richmond as an additional insured per the conditions detailed below.
Automobile Liability	**$1,000,000** per occurrence for bodily injury and property damage.
Builders' Risk/Course of Construction – Covers property under construction, repair or renovation as well as equipment and materials to be installed. ***(Only required for Construction Projects involving property and equipment installation.)***	Coverage shall include all risks of direct physical loss, excluding earthquake, *for an amount equal to the full completed value of the covered structure or replacement value of alterations or additions, including soft costs and business interruption.* If the project does not involve new or major reconstruction, an Installation Floater may be acceptable. For such projects, a property installation floater shall be obtained that provides for the improvement, remodel, modification, alteration, conversion or adjustment to existing buildings, structures, processes, machinery and equipment. The Property Installation Floater shall provide property damage coverage for any building, structure, machinery or equipment damaged, impaired, broken or destroyed during the performance of the work, including during transit, installation and testing at the City of Richmond's site. The City of Richmond shall be named as loss payee as its interest may appear. The insurer shall waive all rights of subrogation against City.

Contractor's Pollution Liability *(if applicable)* Protects against: *unexpected/unintended release of pollution resulting from contractors covered operations such as:* HVAC, paving, carpentry, pipeline & tank installation, drillers, remediation contractors, maintenance, mechanical, demolition, excavation, grading, street/road construction, residential & commercial builders.	Same limits as General Liability.
Required Policy Conditions	
A. M. Best Rating	A:VII or Better. If the A.M. Best Rating falls below the required rating, CONTRACTOR must replace coverage immediately and provide notice to CITY.
Additional Insured Endorsement Additional Insured Endorsement (continued)	Applicable to General Liability Coverage. The City of Richmond, its officers, officials, employees, agents and volunteers are to be named as additional insureds for all liability arising out of the operations by or on behalf of the named insured, including but not limited to bodily injury, deaths and property damage or destruction arising in any respect directly or indirectly in the performance of this contract. ***ISO form CG 20 10 (11/85) or its equivalent is required. The endorsement must not exclude products and completed operations coverage. If it does, then CG 20 37 (10/01) is also required.*** *SAMPLE Endorsements can be found at* ***http://www.ci.richmond.ca.us/index.aspx?nid=61***
Primary and Noncontributory	CONTRACTOR's insurance coverage must be primary coverage as it pertains to CITY, its officers, officials, employees, agents and volunteers. Any insurance or self insurance maintained by CITY is wholly separate from the insurance of CONTRACTOR and in no way relieves CONTRACTOR from its responsibility to provide insurance.
Waiver of Subrogation Endorsement Form	CONTRACTOR's insurer will provide a Waiver of Subrogation in favor of CITY for Workers Compensation and Builder's Risk/ Course of Construction coverage during the life of this contract. SAMPLE Endorsements can be found at ***http://www.ci.richmond.ca.us/index.aspx?nid=61***
Deductibles and Self-Insured Retentions	Any deductible or self-insured retention must be declared to and approved by CITY. At the option of CITY either the insurer shall reduce or eliminate such deductibles or self-insured retention as respects CITY or the CONTRACTOR shall procure a financial guarantee in an amount equal to the deductible or self-insured retention guaranteeing payment of losses and related investigations, claims administration and defense expenses. CONTRACTOR is responsible for satisfaction of the deductible and/or self-insured retention for each loss.
Loss Payable Endorsement **(only required when Builder's Risk and/or Course of Construction Insurance is required.)**	Applicable to Builder's Risk/Course of Construction naming the City of Richmond as Loss Payee.
SURETY BONDS **(If a Public Works/Engineering Project)**	CONTRACTOR shall provide: 1. A Bid bond 2. A Performance Bond **3.** A Payment Bond

Umbrella/Excess Liability Policies

If an Umbrella or Excess Liability Policy is used to meet the liability limits, coverage shall be as broad as specified for underlying coverages and cover those insured in the underlying policies.

Claims-Made Policies

If any insurance policy is written on a claims-made form: 1) the retroactive date must be shown, and must be before the date of the contract or the beginning of contract work. 2) Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work. 3) If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the contract effective date, CONTRACTOR must purchase an extended period coverage for a minimum of five (5) years after completion of contract work.

City of Richmond - Insurance Requirements – Type 1:
Consultants and Contractors

Subcontractors

CONTRACTOR shall include all subcontractors as insured under its policies or shall furnish to CITY for review and approval, separate certificates and endorsements for each subcontractor. All coverage for subcontractors shall be subject to all of the requirements stated herein.

CONTRACTOR agrees to defend and indemnify the City of Richmond for any damage resulting to it from failure of either CONTRACTOR or any subcontractor to take out or maintain the required insurance policies. The fact that insurance is obtained by CONTRACTOR, and/or CONTRACTOR's subcontractors, will not be deemed to release or diminish the liability of CONTRACTOR, including, without limitation, liability under the indemnity provisions of this contract. Damages recoverable by CITY from CONTRACTOR or any third party will not be limited by the amount of the required insurance coverage.

Verification of Coverage

All original certificates and endorsements shall be received and approved by the City ***before work may begin***. The City of Richmond reserves the right to require complete, certified copies of all required insurance policies including endorsements affecting the coverage at any time.

Original insurance certificates and required policy endorsements shall be mailed, or delivered to the Designated Project Manager for the City of Richmond.

Insurance certificates and endorsements may be faxed to the Designated Project Manager. However, CONTRACTOR must mail the original certificates and endorsements to Designated Project Manager once faxed.

Continuous Coverage

CONTRACTOR shall maintain the required insurance for the life of the contract. Should the CONTRACTOR cease to have insurance as required during this time, all work by the CONTRACTOR pursuant to this agreement shall cease until insurance acceptable to CITY is provided. In the event that CONTRACTOR fails to comply with CITY's insurance requirements, CITY may take such action as it deems necessary to protect the CITY's interests. Such action may include but is not limited to termination of the contract, withholding of payments, or other actions as CITY deems appropriate.

If services or the scope of work extend beyond the expiration dates of the required insurance policies initially approved by CITY, CONTRACTOR must provide updated certificates and endorsements indicating that the required coverage, terms and conditions are still in place. **Renewal certificates and updated endorsements shall be mailed to the Designated Project Manager.**

Cancellation

CONTRACTOR shall ensure that coverage shall not be cancelled, reduced or otherwise materially changed except after thirty (30) days' prior written notice has been given to CITY.

Reporting Requirements

Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to the CITY, its officers, officials, employees or volunteers.

Consistent with Public Policy

The insuring provisions, insofar as they may be judged to be against public policy shall be void and unenforceable only to the minimum extent necessary so that the remaining terms and provisions herein may be consistent with public policy and thus enforceable.

EXHIBIT 4.7.1

FORM RESALE INSTRUMENT

RECORDING REQUESTED PURSUANT TO
GOVERNMENT CODE SECTION 27383

When Recorded Mail To:

City of Richmond
450 Civic Center Plaza
Richmond, CA 94804
Attention: City Manager

No fee for recording pursuant to
Government Code Section 27383

APN: _____

DEED OF TRUST AND ASSIGNMENT OF RENTS
(City of Richmond – Campus Bay Resale Contribution)

THIS DEED OF TRUST AND ASSIGNMENT OF RENTS (this "**Deed of Trust**") is made as of _____, 20__, by HRP CAMPUS BAY PROPERTY, LLC, a Delaware limited liability company ("**Developer**"), whose address is _____, Richmond, CA _____, to _____, a _____ ("**Trustee**"), for the benefit of the CITY OF RICHMOND, a municipal corporation and charter city ("**Beneficiary**").

Recitals

This Deed of Trust is entered into with reference to the following facts:

A. Beneficiary and Developer are parties to that certain Development Agreement dated as of _____, 2020, and recorded in the Official Records of Contra Costa County, California on _____, 2020, as Instrument No. _____ (the "**Development Agreement**").

B. To ensure that the residential development described in and governed by the Development Agreement (as defined therein as the "**Project**") provides certain "Community Benefits" (as defined therein), the Developer agreed (among other things) to provide a perpetual funding mechanism to generate funds to be used to support the nonprofit organization known as Richmond Promise, a community-wide college success initiative to build college graduating culture in Richmond, CA, or any successor entity thereto as determined by Beneficiary ("**Richmond Promise**"). To generate such funds, the Developer agreed that upon each sale of a for-sale unit within the Project following the initial sale of such unit by the Developer to the first purchaser thereof (such first purchaser being referred to as the "**Initial Owner**"), a resale contribution would be paid by the seller of such for-sale unit to Richmond Promise of 0.4% (forty basis points) (the

"**Resale Contribution**") of the gross purchase price for such for-sale unit (i.e., an amount equal to the gross purchase price for such for-sale unit multiplied by 0.004).

C. This Deed of Trust is entered into for the purpose of securing such Resale Contribution obligation with respect to the "Residential Unit" described below.

Agreement

NOW, THEREFORE, OWNER COVENANTS AND AGREES AS FOLLOWS:

1. GRANT IN TRUST.

1.1 Collateral. Developer, in consideration of the promises herein recited and the trust herein created, irrevocably grants, transfers, conveys and assigns to Trustee, in trust, with power of sale and right of possession, for the benefit of the Beneficiary, the following property (collectively, the "**Collateral**"):

1.1.1 That certain real property located in the Beneficiary of Richmond, County of Contra Costa, State of California, described in the attached **Exhibit A**, which has the commonly known street address of _____, Richmond, California _____ (the "**Residential Unit**");

1.1.2 TOGETHER with all the improvements now or hereafter erected in the Residential Unit, and all easements, rights, appurtenances, and all fixtures now or hereafter attached to the Residential Unit, all of which, including replacements and additions thereto, shall be deemed to be and remain a part of the Residential Unit covered by this Deed of Trust; and

1.1.3 TOGETHER with the rents, issues and profits of the foregoing (subject, however, to the right, power, and authority given to and conferred upon the Beneficiary by Section 12 below to collect and apply such rents, issues, and profits.

1.2 Secured Obligations. This Deed of Trust is entered into for the purpose of securing the following obligations (the "**Secured Obligations**"):

1.2.1 the payment in lawful money of the United States to Richmond Promise (or, if Richmond Promise shall no longer exist, to a replacement nonprofit organization designed by the Beneficiary) by the Initial Owner upon a sale, conveyance or other transfer (each, a "**Sale**") of the Residential Unit, and by each successor in interest of the Initial Owner owning fee simple title to the Residential Unit (each, a "**Subsequent Owner**") upon each successive Sale of the Residential Unit to a new Subsequent Owner, of the Resale Contribution calculated upon the gross purchase price paid for such Residential Unit upon each such Sale, including any indebtedness assumed or to which the Residential Unit is subject at the time of each such Sale; and

1.2.2 the payment of all other sums, with interest thereon, advanced in accordance with this Deed of Trust to protect the security of this Deed of Trust; and the performance of the covenants and agreements of the Initial Owner and each Subsequent Owner contained in this Deed of Trust.

1.3 Definition of "Owner". The term "**Owner**" as used in this Deed of Trust means the Initial Owner or a Subsequent Owner, as applicable.

1.4 Excluded Transfers. No Resale Contribution shall be payable in connection with the Initial Owner's acquisition of the Residential Unit from the Developer, or under the following circumstances: (a) any transfer by will or inheritance; (b) any bona fide gift to a member of the transferor's immediate family (spouse, parents, children, grandparents or grandchildren) for which there has been no monetary or economic consideration; (c) the granting of a security interest in the Residential Unit; (d) acquisition or purchase by a mortgagee or beneficiary under a deed of trust pursuant to a foreclosure, or by taking a deed in lieu thereof, or the first Sale by such mortgagee or beneficiary subsequent to such acquisition (but a Resale Contribution shall be payable in connection with any subsequent Sale of the Residential Unit after such first Sale); (e) a purchase by a third party at a foreclosure sale (but a Resale Contribution shall be payable in connection with any subsequent Sale of the Residential Unit following such purchase by such third party); or (f) leases of the Residential Unit having a term (including options) of less than five (5) years.

1.5 Notice of Sales to Beneficiary. Each Owner shall provide the Beneficiary with written notice of a pending Sale prior to the closing of such Sale in the form attached to this Deed of Trust as **Exhibit B**, showing how the Resale Contribution payable upon such Sale has been calculated, and providing the Beneficiary with evidence satisfactory to the Beneficiary that the Resale Contribution will be paid as required by Section 1.2.1 upon the closing of such Sale. If requested by a "First Mortgagee" (as defined in Section 2.1 below), each such written notice shall include a request for the City to sign a Subordination Agreement in the form attached to the written notice attached to this Deed of Trust as **Exhibit B**, by which the City would subordinate the lien of this Deed of Trust to the new mortgage or deed of trust encumbering the Residential Unit as provided in Sections 2.1 or 2.3 below (as applicable) upon the City's determination that the requirements of Section 2 below and all other conditions precedent to the City's agreement to do so have been satisfied.

2. CONDITIONAL SUBORDINATION TO MORTGAGE LIENS.

2.1 This Deed of Trust shall be subject and subordinate to not more than one (1) lien at any given time made in good faith and for value, secured by a mortgage or deed of trust encumbering the Residential Unit held by a "First Mortgagee" (defined below) (a "**First Mortgage Lien**"). A "**First Mortgagee**" means the holder of the most senior mortgage or deed of trust encumbering the Residential Unit at any specific time during the term of this Deed of Trust (including the holder of a new

mortgage or deed of trust given to secure the refinance of a loan in which a First Mortgagee held a First Mortgage Lien, if such new mortgageor deed of trust is the most senior mortgage or deed of trust encumbering the Residential Unit at such time), excluding the Beneficiary as beneficiary of this Deed of Trust. Each Owner shall observe and perform all of its obligations under each such First Mortgage Lien, the promissory note or other instrument secured thereby and each other document or instrument securing or evidencing the loan secured by such First Mortgage Lien.

2.2 If a First Mortgage Lien is discharged in full, the terms of the subordination set forth in this Section 2 shall continue to apply with respect to any subsequent First Mortgage Lien, which conforms to the requirements of this Section 2.

2.3 As provided in the Development Agreement, this Deed of Trust shall be subordinate to any First Mortgage Lien recorded prior to the date that this Deed of Trust is recorded, but shall not be subject or subordinate to any other mortgage or deed of trust recorded prior to the date that this Deed of Trust is recorded. With respect to any First Mortgage Lien recorded prior to the date that this Deed of Trust is recorded, any foreclosure of such First Mortgage Lien, or any acceptance of a deed in lieu of foreclosure, or any sale of the Residential Unit under a power of sale under such First Mortgage Lien (each, an "**Event of Foreclosure**") shall not operate to affect or impair the lien of this Deed of Trust, and the lien of this Deed of Trust shall remain in effect notwithstanding such Event of Foreclosure. The holder of any mortgage or deed of trust recorded prior to the date this Deed of Trust is recorded is deemed to have had notice of the terms of this Section 2.3 due to the fact that such terms are stated in the Development Agreement.

2.4 Notwithstanding the other provisions of this Section 2 to the contrary, the subordination of this Deed of Trust as set forth in this Section 2 to any First Mortgage Lien recorded after the date that this Deed of Trust is recorded shall only be effective if the applicable First Mortgage Lien to which this Deed of Trust would be subordinate contains the substance of the following provision:

> "The foreclosure of this Instrument, the acceptance of a deed in lieu of foreclosure, or a sale under a power of sale under this Instrument (each an "**Event of Foreclosure**") shall not operate to affect or impair the lien of the Deed of Trust and Assignment of Rents naming the City of Richmond as Beneficiary recorded on _____, as Instrument No. _____ in the Official Records of Contra Costa County, California (the "**City Deed of Trust**"), and the lien of the City Deed of Trust shall remain in effect notwithstanding such Event of Foreclosure."

2.5 The subordination set forth in this Section 2 shall be self-operative and no further instrument of subordination shall be required to make it effective. However, at the request of an Owner (and provided the provision set forth in Section 2.4 above is contained in the applicable First Mortgage Lien to which this Deed of Trust would be subordinate), Beneficiary shall execute any agreement or instrument

required by a First Mortgagee to perfect the subordination as provided in this Section 2 or to permit a title insurer to issue a lender's form policy of title insurance insuring the priority of such First Mortgage Lien. Beneficiary shall be entitled to charge and collect a fee to recover its reasonable costs (including attorneys' fees) of processing any such request by an Owner.

3. DEFAULT. The failure of any Owner to discharge in full all or any of the payment obligations secured by this Deed of Trust when due in accordance with this Deed of Trust shall constitute a default hereunder. Such default shall entitle the Beneficiary to pursue any and all of its rights and remedies under the terms of this Deed of Trust.

4. PREPAYMENT. There shall be no prepayment of the Resale Contribution in whole or in part without the consent of the Beneficiary.

5. NO EXTINGUISHMENT OF LIEN.

5.1 This Deed of Trust shall run with the land and continue to encumber the Collateral and shall be binding upon the Initial Owner and each and every Subsequent Owner of the Residential Unit. Accordingly, the obligation of the Initial Owner and each Subsequent Owner to pay the Resale Contribution as provided in Section 1.2.1 above shall apply to each Sale of the Residential Unit after the initial sale of the Residential Unit by the Developer to the Initial Owner, without the need to record any new Deed of Trust. Neither the Initial Owner nor any Subsequent Owner shall take any action to remove this Deed of Trust from the public records without the Beneficiary's consent, which the Beneficiary may withhold in its sole and absolute discretion.

5.2 Any Event of Foreclosure arising in connection with the failure of an Owner to pay any or its payment obligations hereunder shall not extinguish the continuing lien of this Deed of Trust for all other payment obligations hereunder that shall accrue subsequent to such Event of Foreclosure.

6. NO MERGER OF TITLE. There shall be no merger of title to the Residential Unit by reason of the fact that the Beneficiary hereunder may acquire the fee estate to the Residential Unit as a result of an Event of Foreclosure, and concurrently hold a beneficial interest in the Residential Unit pursuant to the terms and conditions of this Deed of Trust.

7. ATTORNEY'S FEES. The Initial Owner or each Subsequent Owner, as applicable, shall pay all of the Beneficiary's reasonable attorneys' fees and court costs arising in connection with the Beneficiary's efforts to enforce the timely payment of the payment obligations secured under this Deed of Trust in the manner described herein.

8. OWNER'S COVENANTS. To protect the security of this Deed of Trust, each Owner agrees:

8.1 Condition of Property. To keep said property in good condition and repair; not to remove or demolish any improvement thereon; to complete or restore promptly and in good and workmanlike manner any building which may be constructed,

damaged, or destroyed thereon and to pay when due all claims for labor performed and materials furnished therefor; to comply with all laws affecting said property or requiring any alterations or improvements to be made thereon; not to commit or permit waste thereof; not to commit, suffer, or permit any act upon said property in violation of law; to cultivate, irrigate, fertilize, fumigate, prune, and do all other acts which from the character or use of said property may be reasonably necessary, the specific enumerations herein not excluding the general.

8.2 Defense of Actions. To appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of the Beneficiary or the Trustee; and to pay all costs and expenses, including cost of evidence of title and attorneys' fees in a reasonable sum, in any such action or proceeding in which the Beneficiary or the Trustee may appear.

8.3 Taxes and Assessments. To pay at least ten days before delinquency all taxes and assessments affecting said property, including assessments on appurtenant water stock; when due, all encumbrances, charges, and liens, with interest, on said property or any part thereof, which appear to be prior or superior hereto; all costs, fees, and expenses of this Trust.

8.4 Expenditures by the Beneficiary or the Trustee. To pay immediately and without demand all sums expended by the Beneficiary or the Trustee pursuant to the provisions hereof, with interest from date of expenditure at the amount allowed by law in effect at the date hereof.

9. REMEDIES. Should any Owner fail to make any payment or to do any act as herein provided, then the Beneficiary or the Trustee, but without obligation so to do and without notice to or demand upon such Owner and without releasing such Owner from any obligation hereof, may make or do the same in such manner and to such extent as either may deem necessary to protect the security hereof, the Beneficiary or the Trustee being authorized to enter upon said property for such purposes; appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of the Beneficiary or the Trustee; pay, purchase, contest, or compromise any encumbrance, charge, or lien which in the judgment of either appears to be prior or superior hereto; and, in exercising any such powers, or in enforcing this Deed of Trust by judicial foreclosure, pay necessary expenses, employ counsel, and pay his or her reasonable fees.

10. NO WAIVER OF RIGHTS. By accepting payment of any sum secured hereby after its due date, the Beneficiary does not waive its right either to require prompt payment when due of all other sums so secured or to declare default for failure so to pay.

11. TRUSTEE'S RIGHTS. At any time or from time to time, without liability therefor and without notice, upon written request of the Beneficiary and presentation of this Deed of Trust for endorsement, and without affecting the personal liability of any person for payment of the indebtedness secured hereby, the Trustee may reconvey all or any part of said property; consent to the making of any map or plat thereof; join in granting any

easement thereon; or join in any extension agreement or any agreement subordinating the lien or charge hereof.

12. ASSIGNMENT OF RENTS. As additional security, each Owner hereby gives to and confers upon the Beneficiary the right, power, and authority, during the continuance of these Trusts, to collect the rents, issues, and profits of and from the Residential Unit, reserving unto the Owner the right, prior to any default by the Owner in payment of any indebtedness secured hereby or in performance of any agreement hereunder, to collect and retain such rents, issues, and profits as they become due and payable. Upon any such default, the Beneficiary may at any time without notice, either in person, by agent, or by a receiver to be appointed by a court, and without regard to the adequacy of any security for the indebtedness hereby secured, enter upon and take possession of the Residential Unit or any part thereof, in its own name sue for or otherwise collect such rents, issues, and profits, including those past due and unpaid, and apply the same, less costs and expenses of operation and collection, including reasonable attorneys' fees, upon any indebtedness secured hereby, and in such order as the Beneficiary may determine. The entering upon and taking possession of said property, the collection of such rents, issues, and profits, and the application thereof as aforesaid, shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.

13. ACCELERATION AND POWER OF SALE.

13.1 Remedies Cumulative. Upon default by an Owner in payment of any amount secured hereby or in performance of any agreement hereunder, the Beneficiary may, at its option, enforce its rights hereunder and seek any remedies that may be available hereunder, at law or in equity, either by trustee's sale in accordance with this Section 13, or by judicial action, or by any other means available. All remedies shall be cumulative.

13.2 Acceleration. Upon default by any Owner in payment of any indebtedness secured hereby or in performance of any agreement hereunder, all sums secured hereby shall immediately become due and payable at the option of the Beneficiary.

13.3 Notice of Default. In the event of default, the Beneficiary may employ counsel to enforce payment of the obligations secured hereby, and shall execute or cause the Trustee to execute a written notice of such default and of his election to cause to be sold the herein described property to satisfy the obligations hereof, and shall cause such notice to be recorded in the office of the Recorder of each county wherein said real property or some part thereof is situated.

13.4 Notice of Sale. Prior to publication of the notice of sale, the Beneficiary shall deliver to the Trustee a written request for the Trustee to proceed with a sale of the property described herein, pursuant to the provisions of law and this Deed of Trust.

13.5 Trustee's Sale. Notice of sale having been given as then required by law, and not less than the time then required by law having elapsed after recordation of such notice of default, the Trustee, without demand on the Owner, shall sell said property at the time and place fixed by it in said notice of sale, either as a whole or in separate parcels and in such order as it may determine, at public auction to the highest bidder for cash in lawful money of the United States, payable at time of sale. The Trustee may postpone sale of all or any portion of said property by public announcement at such time and place of sale, and from time to time thereafter may postpone such sale by public announcement at the time and place fixed by the preceding postponement. The Trustee shall deliver to the purchaser its deed conveying the property so sold, but without any covenant or warranty, express or implied. The recitals in such deed of any matters or facts shall be conclusive proof of the truthfulness thereof. Any person, including the Owner, the Trustee, or the Beneficiary, may purchase at such sale.

13.6 Proceeds of the Trustee's Sale. After deducting all costs, fees, and expenses of the Trustee and of this Trust, including cost of evidence of title and reasonable counsel fees in connection with sale, the Trustee shall apply the proceeds of sale to payment of all sums expended under the terms hereof, not then repaid, with accrued interest at the rate allowed by law in effect at the date hereof, all other sums then secured hereby; and the remainder, if any, to the person or persons legally entitled thereto.

14. NO OBLIGATION TO NOTIFY. The Trustee is not obligated to notify any party hereto of pending sale under any other Deed of Trust or of any action or proceeding in which the Owner, the Beneficiary, or the Trustee shall be a party unless brought by the Trustee.

15. SUBSTITUTION OF THE TRUSTEE. The Beneficiary may from time to time or at any time substitute the Trustee or the Trustees to execute the trust hereby created, and when any such substitution has been filed for record in the office of the Recorder of the county in which the property herein described is situated, it shall be conclusive evidence of the appointment of such the Trustee or the Trustees, and such new the Trustee or the Trustees shall succeed to all of the powers and duties of the Trustee or the Trustees named herein.

16. MISCELLANEOUS. This Deed of Trust applies to, inures to the benefit of, and binds all parties hereto, their heirs, legatees, devisees, administrators, executors, successors, and assigns. In this Deed of Trust, whenever the context so requires, the masculine gender includes the feminine and/or neuter, and the singular number includes the plural. This Deed of Trust shall be governed by the laws of the State of California.

[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

IN WITNESS WHEREOF, Developer has executed this Deed of Trust as of the date first written above.

DEVELOPER:

HRP CAMPUS BAY PROPERTY, LLC,
a Delaware limited liability company

By: _____
Name: _____
Title: _____

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 _____)

On _____, 20__, before me _____, a Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature: _____

(Seal)

EXHIBIT A
TO
DEED OF TRUST AND ASSIGNMENT OF RENTS
(City of Richmond – Campus Bay Resale Contribution)

LEGAL DESCRIPTION OF THE RESIDENTIAL UNIT

[Insert legal description here]

EXHIBIT B
TO
DEED OF TRUST AND ASSIGNMENT OF RENTS
(City of Richmond – Campus Bay Resale Contribution)

FORM OF NOTICE OF PENDING SALE

TO: City of Richmond
450 Civic Center Plaza
Richmond, CA 94804
Attention: City Manager

City Attorney's Office
City of Richmond
450 Civic Center Plaza
Richmond, CA 94804
Attention: City Attorney

FROM: [Name of Owner]
[Address of Owner]
[Address of Owner]

DATE: _____, 20__

RE: Notice of Sale of Residential Unit in Campus Bay Located At:
[Address of the Residential Unit]

This letter is to inform you of the following information, and by this letter the undersigned agrees for the benefit of the City of Richmond as follows:

1. _____
is the current owner of the Residential Unit located at the address stated above.

2. The undersigned is preparing to sell or otherwise transfer the Residential Unit to:
_____

3. The sale or other transfer is scheduled to close on or about _____, 20__.

4. The gross purchase price for the Residential Unit that will be paid at the closing is $_____.

5. Upon the closing of such sale or transfer, the undersigned agrees to pay a Resale Contribution to the nonprofit organization known as RICHMOND PROMISE in an

amount equal to $_____ (which is the gross purchase price for the Residential Unit, multiplied by 0.004). The undersigned represents and warrants to the City of Richmond that it will pay (or instruct its escrow company to pay) the foregoing amount to RICHMOND PROMISE upon the closing of such sale or other transfer of the Residential Unit.

6. ☐ CHECK HERE IF A SUBORDINATION TO THE PURCHASER'S LENDER IS REQUIRED

If the foregoing box is checked, the purchaser or other transferee is obtaining a loan to purchase or otherwise acquire the Residential Unit from _____ (the "Lender"), and in connection with such loan, the purchaser or other transferee will grant the Lender a new deed of trust on the Residential Unit (the "New Deed of Trust"). The Owner acknowledges that there already exists a Deed of Trust and Assignment of Rents in favor of the City securing the obligation to pay the Resale Contribution described above to RICHMOND PROMISE (the "City Deed of Trust"). The undersigned requests the City's consent to the New Deed of Trust, and hereby asks the City to sign a Subordination Agreement in the form attached to this letter, by which the City Deed of Trust will be made subordinate to the New Deed of Trust.

SIGNATURE: _____

NAME OF OWNER: _____

DATE OF SIGNATURE: _____

FORM OF SUBORDINATION AGREEMENT

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

City of Richmond
450 Civic Center Plaza
Richmond, CA 94804
Attention: City Manager

No fee for recording pursuant to
Government Code Section 27383

APN: _____

SUBORDINATION AGREEMENT

NOTICE: THIS SUBORDINATION AGREEMENT RESULTS IN YOUR SECURITY INTEREST IN THE PROPERTY BECOMING SUBJECT TO AND OF LOWER PRIORITY THAN THE LIEN OF SOME OTHER OR LATER SECURITY INSTRUMENT.

THIS SUBORDINATION AGREEMENT (this "Agreement") is made and entered into as of _____, 20__, by the CITY OF RICHMOND, a municipal corporation and charter city (referred to in this Agreement as the "City"), for the benefit of _____ (the "Lender").

Recitals

A. _____ [insert name of Developer or Permitted Transferee] has executed a Deed of Trust and Assignment of Rents (the "City Deed of Trust"), dated _____, 20__, naming the City as Beneficiary. The City Deed of Trust was recorded on _____, 20__, in the Official Records of Contra Costa County, California as Instrument No. _____.

B. The City Deed of Trust encumbers a residential unit located in the Campus Bay development in the City of Richmond, CA, with the following street address:

_____

(referred to in this Agreement as the "Residential Unit"). The legal description of the Residential Unit is attached to this Agreement as Exhibit 1.

C. Concurrently with signing this Agreement, _____ (the "Owner") is purchasing or otherwise acquiring the Residential Unit. In connection

with its purchase or other acquisition of the Residential Unit, the Owner is obtaining a loan from the Lender in the amount of $_____ (the "Loan"), and is signing a promissory note made payable to the Lender in the amount of the Loan (the "Note"). The Note is going to be secured by a new Deed of Trust in favor of the Lender that the Owner has executed or is about to execute (the "New Deed of Trust"). The New Deed of Trust is going to be recorded concurrently herewith in the Official Records of Contra Costa County, California.

D. It is a condition precedent to obtaining the Loan that the New Deed of Trust shall be and remain at all times a lien or charge upon the Residential Unit, prior and superior to the lien or charge upon the City Deed of Trust, except only as expressly stated below.

E. It is to the mutual benefit of the Owner, the City and the Lender that the Lender make the Loan to the Owner, and the City is willing to agree that the New Deed of Trust shall, when recorded, constitute a lien or charge upon the Residential Unit that is prior and superior to the lien or charge of the City Deed of Trust, except as expressly stated below.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are acknowledged, and in order to induce the Lender to make the Loan, the City agrees as follows:

1. The City consents to the Note and the New Deed of Trust.

2. The City agrees that the New Deed of Trust, and any renewals or extensions thereof, shall unconditionally be and remain at all times a lien or charge on the property therein described, prior and superior to the lien or charge of the City Deed of Trust, and the City hereby agrees to subordinate the lien of the City Deed of Trust to the lien of the New Deed of Trust.

3. Notwithstanding the foregoing, the City Deed of Trust shall at all times remain a lien on the Residential Unit and will not be affected by any foreclosure of the New Deed of Trust, the acceptance of a deed in lieu of foreclosure, or a sale under power of sale under the New Deed of Trust, and this Agreement shall have no force or effect unless the New Deed of Trust contains the following clause:

> "The foreclosure of this Instrument, the acceptance of a deed in lieu of foreclosure, or a sale under a power of sale under this Instrument (each an "**Event of Foreclosure**") shall not operate to affect or impair the lien of the Deed of Trust and Assignment of Rents naming the City of Richmond as Beneficiary recorded on _____, as Instrument No. _____ in the Official Records of Contra Costa County, California (the "**City Deed of Trust**"), and the lien of the City Deed of Trust shall remain in effect notwithstanding such Event of Foreclosure."

4. As a condition to the effectiveness of this Agreement, the Lender must agree, for itself and its successors and assigns, to provide written notice to the City at the following

addresses of any defaults under the New Deed of Trust, concurrently with sending any written notice of such defaults to the Owner:

City of Richmond
450 Civic Center Plaza
Richmond, CA 94804
Attention: City Manager

City Attorney's Office
City of Richmond
450 Civic Center Plaza
Richmond, CA 94804
Attention: City Attorney

5. This Agreement and the applicable terms and conditions of the City Deed of Trust are the sole and only agreement with regard to the subordination of the City Deed of Trust to the New Deed of Trust and supersede any prior or oral agreement as to such subordination.

IN WITNESS WHEREOF, this Agreement has been executed by the City as of the date first stated above.

CITY OF RICHMOND,
a municipal corporation and charter city

By:_____
City Manager

Form approved by:

By: _____
City Attorney

Attest:

_____
City Clerk

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 _____)

On _____, 20__, before me _____, a Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature: _____

(Seal)

EXHIBIT 1 TO SUBORDINATION AGREEMENT

LEGAL DESCRIPTION

EXHIBIT 4.7.2

Campus Bay Community Benefits Payment Schedule

COMMUNITY BENEFITS SCHEDULE

Category	Community Benefit Amount	Proposed Payment Amount	Milestone	Estimated Year *(See Note 1)*
Richmond Promise	$ 2,000,000	$ 1,000,000	1st Certificate of Occupancy (CO)	YR 3
		$ 500,000	500th CO	YR 4
		$ 500,000	1000th CO	YR 9
Richmond BUILD	$ 1,000,000	$ 200,000	1st Grading Permit	YR 1
		$ 200,000	1st Building Permit	YR 2
		$ 200,000	1st CO	YR 3
		$ 200,000	250th CO	YR 4
		$ 200,000	500th CO	YR 5
Fire Station 64	$ 2,000,000	$2,000,000	See Sec 4.7.4 of Development	
			Agreement for start/completion	
			Requirements	
Booker Anderson Park	$ 3,000,000	$3,000,000	See Sec 4.7.5 of Development	
			Agreement for start/completion	
			Requirements	
Trailhead – SF Bay Trail	$ 3,000,000	$3,000,000	See Sec 4.7.6 of Development	
			Agreement for start/completion	
			Requirements	
Youth Grants	$ 2,000,000	$ 250,000	1st Grading Permit	YR 1
		$ 250,000	1st Building Permit	YR 2
		$ 250,000	1st CO	YR 3
		$ 250,000	250th CO	YR 4
		$ 250,000	500th CO	YR 5
		$ 250,000	625th CO	YR 6
		$ 250,000	750th CO	YR 7
		$ 250,000	825th CO	YR 8
At Risk Youth Programs	$ 750,000	$ 150,000	1st Grading Permit	YR 1
		$ 150,000	1st Building Permit	YR 2
		$ 150,000	1st CO	YR 3
		$ 150,000	250th CO	YR 4
		$ 150,000	500th CO	YR 5
Additional Funds	$ 8,250,000	$ 500,000	1st Grading Permit	YR 1
		$ 500,000	1st Building Permit	YR 2
		$ 500,000	1st CO	YR 3
		$ 500,000	250th CO	YR 4
		$ 500,000	500th CO	YR 5
		$ 500,000	625th CO	YR 6
		$ 2,000,000	750th CO	YR 7
		$ 500,000	825th CO	YR 8
		$ 2,000,000	950th CO	YR 9
		$ 750,000	1000th CO	YR 10
TOTAL	**$22,000,000**			

Note 1: Payment amounts are due solely based on the Milestones specified on this Exhibit. Estimated Year listed on this table is provided for illustrative purposes only, and shall not constitute an obligation to make payments by the years listed as estimates.

EXHIBIT 4.7.9

FORM FIRST SOURCE HIRING AGREEMENT

FIRST SOURCE HIRING AGREEMENT
(Campus Bay Mixed-Use Development)

RECITALS

THIS FIRST SOURCE HIRING AGREEMENT is entered into on the date stated below by and between the **CITY OF RICHMOND, a municipal corporation and charter city** ("**City**"), and **HRP CAMPUS BAY PROPERTY, LLC, a Delaware limited liability company** (the "**Employer**").

WHEREAS, the Employer has been awarded a contract, forgivable loan or subsidy by City, dated _____ (hereinafter the "**Contract**") to perform certain work and provide certain services at that certain improved real property located in Richmond, California, as more particularly described in **Exhibit A** attached hereto.

WHEREAS, the Employer, in addition to the Contract, agrees to enter into this First Source Hiring Agreement (hereinafter the "**FSHA**") with City;

NOW, THEREFORE, the parties hereto mutually agree as follows:

1. Compliance with Chapter 2.56. Employer will comply with the terms of Chapter 2.56 of the Richmond Municipal Code, Local Employment Program (hereinafter the "**Ordinance**"), a copy of which is attached hereto as **Exhibit B** and incorporated herein by reference.

2. Liaison**.** Employer shall designate a liaison for issues related to the Ordinance and this FSHA. The liaison shall work with designated City staff to facilitate effective implementation of the Ordinance and this FSHA (hereinafter the "**Designated City Staff**").

3. First Source Hiring Process for Construction and Non-Construction Jobs. Employer shall take the following steps regarding hiring in furtherance of the Contract.

(a) Long-Range Planning. Employer shall, prior to hiring in furtherance of the Contract, and as soon as practicable, provide to the Designated City Staff the approximate number and type of hires that it will make for employment, and the basic qualifications necessary for each projected hire.

(b) Dual Notification Process **(CONSTRUCTION ONLY).** Where there is a signatory agreement with the local union and the associated craft, Employer shall work with the local union and the City of Richmond Employment and Training Department (hereinafter the "**ETD**") to fill those positions. The Employer shall forward to the ETD a copy of all personnel requests made to the trade unions, specifying the residency of personnel requested (this process is hereinafter referred to as the "**Dual Notification Process**" and a description of it is attached hereto along with the Request for Craft form for use by the Employer). In the Dual Notification Process, the Employer shall utilize the "name call," "rehires," "transfers," or "sponsorship" options in maximizing the participation of Richmond, California residents.

(c) Notification of Job Opportunities. Prior to hiring in furtherance of the Contract, Employer shall notify the Designated City Staff, by email or fax, of available job openings and provide a description of job responsibilities and qualifications, including expectations, salary, work schedule, duration of employment, required standard of appearance, and any special requirements, e.g., language skills, driver's license, etc. Job qualifications shall be limited to skills directly related to performance of job duties.

(d) Filling of Job Opportunities. Prior to announcing or advertising in any form and by any means (except for compliance with internal posting procedures) the availability of an employment position created by the vacancy of an existing position or a new employment position, the Employer shall utilize the Dual Notification Process to notify the pertinent union, if appropriate, and ETD in writing of such position, including a general description of the position and Employer's minimum requirements for qualified applicants, and shall request any pertinent union and ETD to refer qualified applicants for such position to Employer's trade union and/or personnel representative, as appropriate. The Employer shall refrain from any general announcement or advertisement of the availability of such position for a period of ten (10) business days after notification to the ETD. This ten-day period shall be known as the "**Advance Notice Period**."

(e) Job Site Applications. In the event that any persons seek employment with the Employer at the job site, the Employer shall have the person complete a Job Site Application consisting of name, address, telephone number, social security number and trade. The Employer will then submit this information to the ETD.

(f) Transfer and Promotion. Nothing contained herein shall prevent the Employer from filling job vacancies or newly created positions without compliance with the foregoing procedures by transfer or promotion from its existing staff.

4. Monthly Reports. Employer shall, on a monthly basis, furnish certified payroll sheets to ETD. Failure to provide City with this information shall result in delay of progress payments for that portion which is deemed not in compliance with the provisions of this FSHA.

5. Quarterly Reports. Employer shall prepare quarterly reports detailing the number of hires for employment in furtherance of the Contract during the quarter and stating what percentage of such hires were residents of Richmond, California. The Designated City Staff shall assist Employer by preparing forms to be completed for this purpose. Reports shall be filed with the ETD within thirty (30) days after the completion of each quarter. Reports may include a description of any difficulties the Employer is having with obtaining qualified referrals through the Designated City Staff.

6. Non-compliance Procedure. In the event City believes the Employer may not be in compliance with the requirements of this FSHA, the following procedure will be followed:

(a) The City of Richmond's City Manager (hereinafter the "**City Manager**") or designee shall cause to be delivered to the Employer a written "Notice of Non-Compliance"

(hereinafter the "**Notice**"). The Notice shall specify the matters which constitute the non-compliance; the specific action required to correct the non-compliance; and the time period during which such correction shall occur. In no event shall this time period be more than thirty (30) days after receipt of the Notice by the Employer. If the Notice is mailed, it will be deemed received five (5) days after the date of mailing.

(b) If the Employer disagrees with the Notice, they shall have the burden of proving compliance with the provisions of the Ordinance and shall submit any evidence and argument to the City Manager or designee to establish compliance no more than thirty (30) days after receipt of the Notice by the Employer.

(c) In the event the City Manager or designee subsequently agrees that compliance has occurred, the City Manager or designee shall cause to be delivered promptly to the Employer a written "Notice of Correction of Non-Compliance," specifying the original non-compliance which has been corrected.

(d) In the event the City Manager or designee does not agree that compliance has occurred, the City Manager or designee shall promptly notify the Employer by a written "Notice of Failure to Correct Non-Compliance" (hereinafter the "**Notice of Failure to Correct**"), describing the facts constituting the non-compliance.

(e) After the issuance of the Notice of Failure to Correct, the Employer shall have the right to request a hearing (hereinafter "**Request for Hearing**") before the City Manager or designee, who shall make the final determination. The Request for Hearing must be made within ten (10) working days after receipt of the Notice of Failure to Correct. If the Notice of Failure to Correct is mailed, it will be deemed received five (5) days after the date of mailing. The hearing shall be held no sooner than twenty (20) and no later than thirty (30) days after receipt by City of the Request for Hearing, unless otherwise agreed to by the parties. At the hearing, the Employer will be allowed to present any evidence and argument it believes proves compliance. City Manager shall issue their final determination no later than ten (10) business days after the hearing. The Employer must exhaust this administrative remedy prior to commencing legal action.

(f) In the event no Request for Hearing is timely made, the determination of failure to correct non-compliance shall be deemed to be final.

(g) Should the Employer fail to comply with the Notice of Non-Compliance as specified above, and a final determination of non-compliance is made, City may exercise any of its powers as specified in §2.56.080 of the Ordinance.

[*Signatures appear on the following page.*]

Executed this _____ day of _____, 2020

EMPLOYER:

HRP CAMPUS BAY PROPERTY, LLC,
a Delaware limited liability company

By: _____

Name: _____

Its: _____

CITY:

CITY OF RICHMOND,
a municipal corporation and charter city

By:_____ By: _____
City Manager City Attorney

Attest:

_____
City Clerk

EXHIBIT A
TO
FIRST SOURCE HIRING AGREEMENT

LEGAL DESCRIPTION OF PROPERTY

EXHIBIT B
TO
FIRST SOURCE HIRING AGREEMENT

ORDINANCE

Chapter 2.56 - LOCAL EMPLOYMENT PROGRAM*

Sections:

2.56.010 - Findings.

The City Council of the City of Richmond hereby finds that statistics indicate that unemployment levels for the citizens of the City of Richmond are higher than for the remainder of Contra Costa County and for neighboring Alameda County. Statistics also indicate that the higher unemployment level in the City of Richmond correlates to the higher number of families living in poverty and to a higher crime rate.

(Ord. No. 15-10 N.S., § 1, 4-20-2010)

2.56.020 - Declaration of policy and purpose.

(a) It is the policy of the City of Richmond to ensure full and equitable opportunities for Richmond residents to participate in the employment opportunities that arise from public works contracts, service contracts, and subsidized projects.

(b) It is also the policy of the City of Richmond to increase the number of employed persons living in the City of Richmond in an attempt to counteract the grave economic and social ills associated with the higher unemployment levels that exist within the City.

(c) The City Council has determined there is a need to provide Richmond residents with more opportunities to participate in workforce development and pre-apprenticeship programs that include life skills training, job readiness training, and case management services. Such pre-apprenticeship programs will increase the capacity of Richmond residents to succeed later in formal apprenticeship programs and hence reduce the unemployment rate and accompanying poverty and crime conditions. The City of Richmond currently sponsors a number of excellent pre-apprenticeship programs that should be expanded and enhanced in order to alleviate the conditions associated with Richmond's high unemployment rate.

(d) By increasing the capacity of the Richmond residents through workforce development and pre-apprenticeship programs, Richmond residents will be better suited to compete in the marketplace, and thus Richmond employers will be better able to meet increased local workforce participation goals.

(e) In furtherance of these policies, the City of Richmond has established a local employment program to encourage the hiring and retention of Richmond residents for the work to be performed under public works contracts, service contracts, and subsidized projects.

(Ord. No. 15-10 N.S., § 1, 4-20-2010)

2.56.030 - Scope and goals.

(a) For any public works or service contract with the City that has a value of $100,000 or more, or a subsidized project with a subsidy from the City of $100,000 or more, there is hereby established the following goals for employment of Richmond residents:

(1) Public Works (Construction) Employment: That a minimum of twenty-five percent (25%) of the total work hours for the contract or project shall be performed by Richmond residents, and that a minimum of twenty-five percent (25%) of all new hires for the contract or project shall be Richmond residents for the duration of the contract or project;

(2) Retail Employment: That a minimum of thirty-five percent (35%) of the total workforce shall be residents, and that a minimum of thirty-five percent (35%) of all new hires shall be residents;

(3) Office, Administrative, and Other Employment: That a minimum of thirty-five percent (35%) of the total workforce shall be residents, and that a minimum of thirty-five percent (35%) of all new hires shall be residents.

An employer must achieve these goals or document a good faith effort to achieve these goals.

(b) The goals established by subsection (a) of this section represent the minimum employment standards for the affected categories, and subject businesses are encouraged to exceed these goals whenever possible.

(c) With respect to retail employment and office, administrative, and other employment, any employer that occupies any portion of the project site and employs more than ten full time equivalent employees at the site shall have the employment goals as provided for in subsection (a) or (c) of this section. The term of this obligation shall be calculated at a rate of one-year for every $100,000 of subsidy provided by the City to the project. In no event, however, shall the term of this obligation be less than three (3) years or more than ten (10) years after the completion of any subsidized project.

(d) Each construction contractor or subcontractor performing work on a public works contract or subsidized project shall employ in its regular workforce Richmond residents who are enrolled and participating in an apprenticeship program. Such an apprenticeship program must have been approved by the State Department of Industrial Standards. The expected number of apprentices will vary based upon the availability of Richmond residents indentured in the various apprenticeship programs. The apprenticeship program must have graduated apprentices annually for at least the past five (5) years and must have an established history of partnering with the City and community based organizations in establishing and operating pre-apprenticeship programs.

(1) This requirement applies to any craft for which the State of California Department of Apprenticeship Standards has approved an apprenticeship program. A properly indentured apprentice will be employed under the regulations of the craft or trade at which he or she is indentured and shall be employed only at the work of the craft or trade in which he or she is registered.

(2)

The graduation requirement for each of the preceding five (5) years shall not apply to any trade or craft not recognized by the Department of Labor or Division of Apprenticeship Standards as an apprenticeable occupation for more than nine (9) years immediately prior to the effective date of the ordinance codified in this chapter.

(e) Any business that is a small business is exempt from the requirements of this chapter.

(Ord. No. 15-10 N.S., § 1, 4-20-2010)

2.56.040 - Definitions.

As used in this chapter:

"City" means the City of Richmond, its agencies, departments and shall include the Richmond Community Redevelopment Agency.

"City Council" means the City Council of the City, and shall include the Agency Board of the Richmond Community Redevelopment Agency.

"City Manager" means the City Manager for the City of Richmond and, for the purposes of this chapter, shall include the Chief Executive Officer of the Richmond Community Redevelopment Agency.

"Construction contractor" means an individual, partnership, corporation, joint venture or other legal entity entering into a public works contract with the City, or performing construction work on a subsidized project.

"Employer" means a construction contractor, service contractor, subsidy recipient or any of their subcontractors, or any business which occupies and conducts its business on any portion of the site of any subsidized project within ten years after completion of the project.

"First source agreement" means a written contract between an employer and the City establishing the hiring process to be followed and containing, at least, the employer's:

(1) Commitment to abide by the responsibilities of an employer under this chapter; and

(2) Agreement that the specified hiring process shall be followed in order to maximize the number of Richmond residents employed.

Unless the City Council directs otherwise, first source agreements shall contain the terms set forth in the sample documents considered by the City Council in approval of this chapter.

"New hire" means any employee of a contractor or subcontractor who is not listed on the contractor or subcontractor's last quarterly tax statement for the period prior to the commencement of work.

"Public works contract" means any contract with the City for construction, alteration, demolition or repair work.

"Referral system" means the system established by the City to provide referrals of residents to employers for employment covered by this chapter.

"Resident" means any person whose primary residence is in the City of Richmond.

"Service contract" means a contract with the City for performance of services, not including public works contracts.

"Service contractor" means any recipient of a service contract, and any subcontractor performing work in furtherance of that service contract.

"Small business" means any business that employs the equivalent of ten or fewer full-time employees in its total workforce.

"Subcontractor" means any and all parties with whom a subsidy recipient, construction contractor or other subcontractor enters into a contract to perform a portion of any construction, alteration, demolition or repair work.

"Subsidized project" means a development project for which a subsidy recipient received one or more subsidies with a total cost to the City of $100,000 or more.

"Subsidy" means direct or indirect assistance by the City that materially benefits that person or entity, including, but not limited to: grants or loans of funds administered by the City; tax abatements or deferrals; infrastructure improvements made for the purpose of facilitating or supporting a development project; land sale at below market value; a ground lease at below market value.

"Subsidy recipient" means:

(1) A person or entity that in any twelve-month period receives one or more subsidies with a total cost to the City of $100,000 or more; and/or

(2) A person or entity that receives written notice that in exchange for the City's grant or subsidy to that person or entity, such person or entity must abide by the provisions of this chapter.

(Ord. No. 15-10 N.S., § 1, 4-20-2010)

2.56.050 - Powers and duties of the City.

In addition to the duties and powers given to the City set forth elsewhere in the Richmond Municipal Code, the City shall have the following duties and powers regarding this chapter:

(1) The City shall conduct pre-bid meetings for contracts or projects subject to this chapter to inform potential bidders of the requirements of the ordinance codified in this chapter;

(2) The City shall have the exclusive right to determine whether or not a business is a small business;

(3)

The City shall require all employers with contracts or projects subject to this chapter to abide by its provisions;

(4) The City shall require that employers require compliance with and enforce the provisions of this chapter with any and all subcontractors, successors and assigns;

(5) The City shall actively monitor compliance with this chapter and will submit a quarterly report to the City Council on the status of the implementation of this chapter on all public works contracts, service contracts and subsidized projects. Compliance will be measured from the initial day of performance and shall continue for the duration of the contract or project in question;

(6) The City shall convene a semi-annual meeting of stakeholders including, local labor unions, local contractors who participate in State-certified jointly administered training programs, community-based training programs, local college training programs, and social justice advocacy groups to provide feedback and suggestions about Richmond's Local Employment Program and to review employment goals established by this chapter. Such feedback and suggestions shall be included in the report to City Council that is required by Section 2.56.050(5);

(7) The City shall require that this chapter is incorporated into all relevant development agreements, development and disposition agreements, land disposition agreements, requests for proposal, requests for qualifications, and other such documents;

(8) The City shall ensure that the employment goals set under this chapter are maintained for the duration of the contract or project in question.

(Ord. No. 15-10 N.S., § 1, 4-20-2010)

2.56.060 - Responsibilities of employers.

(a) Each employer shall, as a condition of entry into any contract or receipt of a subsidy subject to this chapter, or of locating in a subsidized project, comply with the responsibilities and goals set forth in this chapter, including, but not limited to:

(1) First Source Agreements. Each employer shall enter into a first source agreement. The first source agreement shall establish the hiring process to be followed by the employer for construction and non-construction hiring to achieve the goals of this chapter. It is an operational document, and a model first source agreement is attached hereto to guide City staff on the necessary provisions for such agreements;

(2) Pre-Bid Meetings. Each employer shall attend any pre-bid meeting conducted by the City for any contract or project subject to this chapter;

(3) Cooperation with Monitoring Efforts. Each employer shall make available to the City records and information that are relevant to monitoring and enforcement of this chapter, including contracts with other entities. The City shall not use such records or information for any purpose other than monitoring or enforcement of this chapter. Each employer shall cooperate fully and promptly with any inquiry or investigation the City deems necessary in order to monitor compliance with this

chapter, including allowing access to job sites and employees. In no event shall an employer take more than 10 days to respond to a City inquiry or investigation. Employers may remove names and social security numbers from requested records to protect the privacy of individual employees, however, the City may require that an employer provide addresses of individual employees if their actual place of residence is at issue.

(b) Safe Harbor. As an incentive to exceed the goals of this chapter, an employer who meets the following requirements shall be deemed to be in compliance with the goals of the ordinance for the quarter and exempt from reporting requirements for that quarter:

(1) Public Works (Construction) Employment: That a minimum of forty percent (40%) of the total work hours for the contract or project during the quarter was performed by residents;

(2) Retail Employment: That a minimum of fifty percent (50%) of the total workforce during the quarter was residents;

(3) Office, Administrative, and Other Employment: That a minimum of fifty percent (50%) of the total workforce during the quarter was residents.

Any employer who achieves the safe harbor requirements for four consecutive quarters shall thereafter be required only to make an annual report, unless the employer fails to file the annual report or the report fails to demonstrate compliance.

(c) Non-City Project Hiring. An employer who can adequately document the new hire of a Richmond resident on any non-City project within one of the nine Bay Area counties (Alameda, Contra Costa, San Francisco, San Mateo, Santa Clara, Marin, Solano, Napa, and Sonoma), during the time a subject contract or project is in effect, shall be entitled to credit the hours of that Richmond hire towards meeting the new hire goals of this chapter.

(d) Binding on Successors and Assigns. Each employer under this chapter shall not assign, sell or in any way transfer any portion of their interest in a contract, project, subsidy or other interest subject to this chapter without first notifying the City. Each employer shall require that each of said employer's successors and/or assigns agree to comply with all terms of this chapter applicable to employers.

(e) Nondiscrimination in Conditions of Employment. Employers shall not discriminate against residents in any terms and conditions of employment, including retention, promotions, job duties, shift assignments and training opportunities.

(Ord. No. 15-10 N.S., § 1, 4-20-2010)

2.56.070 - Responsibilities regarding new hires.

Every employer shall have the following responsibilities:

(a) Each employer shall comply with the goals for all new hires, as stated in Section 2.56.030(a), and shall use union hiring halls for union contracts and the referral system for non-union contracts;

(b)

Each employer shall, prior to hiring in furtherance of the contract or project, provide to the City its hiring projections, including number, type, and qualifications for the projected jobs;

(c) Each employer shall utilize the hiring process specified in their first source agreement with the City.

(Ord. No. 15-10 N.S., § 1, 4-20-2010)

2.56.080 - Noncompliance.

(a) The City shall determine whether an employer has complied with the requirements of this chapter. If the City determines that the employer failed to comply with the provisions of this chapter, the employer has the burden of proving compliance with this chapter and its obligations under this chapter or a good faith effort to comply. For the purposes of this chapter, a good faith effort shall mean compliance with the requirements of the hiring process as established in their first source agreement. Each employer agrees to pay the civil penalties set forth in subsection (d) of this section if they are found in noncompliance.

(b) The City Manager has the power, in addition to any other remedy the City may have under this chapter or by operation of law, to suspend or terminate the pertinent contract in whole or in part, with continuance thereof conditioned upon a satisfactory showing to the City Manager of the employer's ability to comply.

(c) In the event the City believes the employer may not be in compliance with the requirements of this chapter, the following procedure will be followed:

(1) The City Manager or designee shall cause to be delivered to the employer a written "Notice of Noncompliance." This notice shall specify the matters which constitute the noncompliance; the specific action required to correct the noncompliance; and the time period during which such correction shall occur. In no event shall this time period be more than thirty (30) days after receipt of the notice by the employer. If the notice is mailed, it will be deemed received five days after the date of mailing;

(2) If the employer disagrees with the notice, they shall have the burden of proving compliance with the provisions of the ordinance and shall submit any evidence and argument to the City Manager or designee to establish compliance no more than thirty (30) days after receipt of the notice by the employer;

(3) In the event the City Manager or designee subsequently agrees that compliance has occurred, the City Manager or designee shall cause to be delivered promptly to the employer a written "Notice of Correction of Noncompliance," specifying the original noncompliance which has been corrected;

(4) In the event the City Manager or designee does not agree that compliance has occurred, the City Manager or designee shall promptly notify the employer by a written "Notice of Failure to Correct Noncompliance," describing the facts constituting the noncompliance;

(5)

After the issuance of a written "Notice of Failure to Correct Noncompliance," the employer shall have the right to request a hearing before the City Manager, designee, or a mutually agreed upon arbitrator who shall make the final determination. The request for a hearing must be made within ten (10) working days after receipt of the "Notice of Failure to Correct Noncompliance." If the notice is mailed, it will be deemed received five days after the date of mailing. The hearing shall be held no sooner than 20 and no later than 30 days after receipt by the City of the request for hearing, unless otherwise agreed to by the parties. At the hearing, the employer will be allowed to present any evidence and argument it believes proves compliance. The City Manager, designee, or neutral arbitrator shall issue their final determination no later than 10 business days after the hearing. The employer must exhaust this administrative remedy prior to commencing further legal action;

(6) In the event no request for hearing is timely made, the determination of failure to correct noncompliance shall be deemed to be final;

(7) Should the employer fail to comply with the "Notice of Noncompliance" as specified above, and a final determination of noncompliance is made, the City may exercise any of its powers as specified in this section.

(d) Civil Penalties. The City may assess civil penalties for violations of this chapter. Civil penalties for violations of this chapter are as follows: An amount not to exceed $1,000.00 or 1% of the total contract amount, whichever is greater, for each working day of noncompliance, regardless of the number of separate acts of noncompliance by the employer existing on a particular day.

(e) The City shall keep a record of all violations of the hiring goals established by this chapter. A history of violation of the ordinance's goals shall be a factor which is considered by the City when deciding upon any future awards of contracts to the affected employer and may form the basis for denying any future contracts to the affected employer.

(Ord. No. 15-10 N.S., § 1, 4-20-2010)

2.56.090 - Miscellaneous.

(a) Severability. The provisions of this chapter are declared to be separate and severable. The invalidity of any clause, sentence, paragraph, subdivision, section, or portion of the ordinance codified in this chapter, or the invalidity of the application thereof to any person or circumstance shall not affect the validity of the remainder of the ordinance, or the validity of its application to other persons or circumstances.

(b) Effective Date. The ordinance codified in this chapter shall take effect 30 days after the date of its enactment and shall govern all contracts and other relevant agreements that have not been executed by that date.

(c) Sources of Authority. This chapter constitutes an exercise of the police powers of the City, the contracting and spending powers of the City and Agency, and the powers of the Agency deriving from the California Health & Safety Code, § 33000 et seq.

(d) Compliance with State and Federal Law. This chapter shall be enforced only to the extent that it is consistent with the laws of the State of California and the United States of America. Nothing in this chapter is intended to affect the duties of any business, including any small business, under State or federal law. In addition, no provision of this chapter, including but not limited to Section 2.56.030(e), is intended to exempt any business from complying with applicable State or federal law, or from complying with State requirements for apprenticeship programs as detailed in Section 2.56.030(d). No employer shall be required by this agreement to violate its obligations under an agreement governed by the National Labor Relations Act and the Labor-Management Relations Act. If any provision of this chapter is held by a court of law to be in conflict with State or federal law, the applicable law shall prevail over the terms of this chapter, and the conflicting provisions of this chapter shall not be enforceable.

(e) Compliance with Court Order. An employer shall be excused from compliance with the pertinent terms of this chapter if the employer is bound by a court or administrative order or decree which conflict with those terms.

(f) Material Terms. The provisions of this chapter are material terms of all contracts or agreements in which the ordinance codified in this chapter is incorporated.

(Source: Ordinance No. 52-06 N.S.)

(Ord. No. 15-10 N.S., § 1, 4-20-2010)

EXHIBIT 9.1.2

FORM ASSIGNMENT AND ASSUMPTION AGREEMENT

FORM OF ASSIGNMENT AND ASSUMPTION AGREEMENT

RECORDING REQUESTED BY AND WHEN RECORDED MAIL TO: City of Richmond 450 Civic Plaza Richmond, CA 94804 Attn: City Manager *Record for the Benefit of* *The City of Richmond* *Pursuant to Government Code § 6103*	

Space Above This Line Reserved For Recorder's Use Only

ASSIGNMENT AND ASSUMPTION AGREEMENT

THIS ASSIGNMENT AND ASSUMPTION AGREEMENT (this "Agreement") is entered into as of _____, 20__, by and between _____, a _____ ("Assignor"), and _____, a _____ ("Assignee").

RECITALS

A. Assignor is the fee owner of the real property more particularly described in Exhibit A attached hereto (the "Property").

B. **CITY OF RICHMOND**, a California municipal corporation and charter city ("City"), acting pursuant to its authority under California Government Code Section 65865, and Section 15.04.811 *et seq*. of the City of Richmond Municipal Code, and **HRP CAMPUS BAY PROPERTY, LLC**, a Delaware limited liability company ("Developer"), entered into that certain Development Agreement dated as of _____, 2020, and recorded in the Official Records of Contra Costa County, California on _____, 2020, as Document No. _____ (the "DA"), with respect to the Property.

C. Assignor desires to transfer its interest in the Property to Assignee concurrently with execution of this Agreement, and Assignor desires to acquire such interest in the Property from Assignor.

D. As a condition to any transfer of all or any portion of the real property described in the DA (except with respect to certain categories of transfers as specified in the DA), the DA requires the parties to such transfer enter into an assignment and assumption of the DA in the form of this Agreement. Accordingly, Assignor desires to assign to Assignee and Assignee desires to assume, without qualification, all rights and obligations of Assignor under the DA

with respect to the Property. Upon execution of this Agreement and transfer to Assignee of legal title to the Property, Assignor desires to be released from any and all obligations under the DA with respect to the Property. ***[ADD THE FOLLOWING IF THIS IS A PARTIAL ASSIGNMENT OF THE DA:]*** Assignor and Assignee acknowledge that Assignor owns certain other real property that continues to be subject to the DA, and that this Agreement does not release Assignor from any of its obligations or liabilities under the DA with respect to any real property other than the Property.

AGREEMENT

NOW, THEREFORE, Assignor and Assignee hereby agree as follows:

1. Assignment, Assumption and Release.

1.1 Assignment by Assignor. Assignor hereby assigns, transfers and grants to Assignee and its successors and assigns all of Assignor's rights, title and interest in, and all of Assignor's obligations, duties, responsibilities, conditions and restrictions under, the DA with respect to the Property from and after the Effective Date (defined in Section 12 below) (collectively, the "Rights and Obligations").

1.2 Acceptance and Assumption by Assignee. Assignee, for itself and its successors and assigns, hereby accepts such assignment and assumes all of the Rights and Obligations with respect to the Property without qualification. Assignee agrees, expressly for the benefit of City, to comply with, perform and execute all of the covenants and obligations of Assignor under the DA with respect to the Property arising on or after the Effective Date.

1.3 Release of Assignor. Assignee hereby fully releases Assignor from all Rights and Obligations with respect to the Property. Both Assignor and Assignee acknowledge that this Agreement is intended to fully assign to Assignee all of Assignor's Rights and Obligations with respect to the Property, and it is expressly understood that Assignor shall not retain any Rights and Obligations whatsoever with respect to the Property. Notwithstanding the foregoing, this Agreement does not relieve or release Assignor from any obligations or liabilities described in Section 9.2 of the DA as being obligations or liabilities that will not be released upon a "Permitted Transfer" (as defined in the DA) ***[ADD THE FOLLOWING IF THIS IS AN ASSIGNMENT TO A DEVELOPER AFFILIATE]:***; provided, however, if the City affirmatively checks the following box, the City hereby agrees that subject to (and without negating) the foregoing and the provisions of Section 9.2 of the DA, the City hereby releases Assignor from all Rights and Obligations with respect to the Property:

☐ **Subject to the foregoing, by checking this box, the City hereby releases Assignor from all Rights and Obligations with respect to the Property.**

1.4 Substitution of Assignor. Assignee hereafter shall be substituted for and replace Assignor as Developer under the DA with respect to the Property. Whenever the term "Developer" appears in the DA with respect to the Property, it shall hereafter mean Assignee.

1.5 ***[ADD THE FOLLOWING IF THIS IS A PARTIAL ASSIGNMENT OF THE DA:]*** Partial Assignment, Assumption and Release. Notwithstanding anything to the contrary in this Agreement, Assignor and Assignee agree that this is only a partial assignment and assumption of the DA and only a partial release of Assignor from the Rights and Obligations under the DA (i.e., Assignee is only assuming, and Assignor is only assigning and being released from, those Rights and Obligations relating to the Property), and Assignor remains subject to all Rights and Obligations under the DA relating to any real property owned by Assignor that is subject to the DA and that is not being transferred to Assignee concurrently herewith.

2. Assignor and Assignee Agreements, Indemnifications and Waivers.

2.1 Assignee represents and warrants to City as follows:

2.1.1 As of the Effective Date, Assignee is the sole fee owner of the Property, and no other person or entity holds any legal or equitable interests in the Property;

2.1.2 As of the Effective Date, Assignee is: (a) duly organized and validly existing under the laws of the State of _____; (b) qualified and authorized to do business in the State of California and has duly complied with all requirements pertaining thereto; and (c) is in good standing and has all necessary powers under the laws of the State of California to enter into and perform the undertakings and obligations of Developer under the DA with respect to the Property;

2.1.3 No approvals or consents of any persons are necessary for the execution and delivery of this Agreement by Assignee, or for the performance of the DA by Assignee with respect to the Property, except as have been obtained;

2.1.4 The execution and delivery of this Agreement and the performance by Assignee of the obligations of Developer under the DA with respect to the Property have been duly authorized by all necessary action and approvals; and

2.1.5 As of the Effective Date, the DA constitutes the valid obligation of Assignee with respect to the Property, enforceable in accordance with its terms.

2.1.6 ***[ADD THIS PARAGRAPH IF APPLICABLE]: [EITHER:]*** Assignee is a "Developer Affiliate" as defined in the DA. ***[OR:]*** Assignee is a "Merchant Builder," as defined in the DA, of the residential units required under the DA to be constructed on the Property that is being transferred to Assignee.

2.2 Assignor and Assignee hereby acknowledge and agree that City has not made, and will not make, any representation or warranty that the assignment and assumption of the DA provided for hereunder will have any particular tax implications for Assignor or Assignee.

2.3 Assignor and Assignee each hereby waives and releases and each hereby agrees to indemnify and hold City harmless from any and all damages, liabilities, causes of action, claims or potential claims against City (including attorneys' fees and costs) arising out of

or resulting from the assignment and assumption of the Rights and Obligations pursuant to this Agreement.

2.4 Assignor acknowledges and agrees that the Rights and Obligations with respect to the Property have been fully assigned to Assignee by this Agreement and, accordingly, that Assignee shall have the exclusive right to assert any claims against City with respect to such Rights and Obligations with respect to the Property. Accordingly, without limiting any claims of Assignee under the DA, Assignor hereby waives and releases any and all claims or potential claims by Assignor against City, whether known or unknown, to the extent arising directly or indirectly out of the DA or the Project contemplated therein with respect to the Property. ***[ADD THE FOLLOWING IF THIS IS A PARTIAL ASSIGNMENT OF THE DA:]*** The foregoing waiver and release does not relate to any claims or potential claims arising out of the DA or the Project contemplated therein with respect to any real property owned by Assignor that is subject to the DA and that is not being transferred to Assignee concurrently herewith.

3. DA in Full Force and Effect. All the terms, covenants, conditions and provisions of the DA are hereby ratified and shall remain in full force and effect.

4. Recording. Assignor shall cause this Agreement to be recorded in the Official Records of Contra Costa County, California, and shall promptly provide conformed copies of the recorded Agreement to Assignee and City.

5. Successors and Assigns; City as Beneficiary. All of the terms, covenants, conditions and provisions of this Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns, pursuant to Section 11.2 of the DA. In addition, City is an express third-party beneficiary of this Agreement.

6. Assignee Address for Notices. The address of Assignee for the purpose of notices, demands and communications under Section 11.10 of the DA shall be:

_____
_____
_____
Attn: _____
Telephone: _____

With a copy to:

_____
_____
_____
Attn: _____
Telephone: _____

7. Applicable Law; Venue. This Agreement shall be construed and enforced in accordance with the laws of the State of California, without reference to choice of law

provisions. Any legal actions under this Agreement shall be brought only in the Superior Court of the County of Contra Costa, State of California.

8. Interpretation. All parties have been represented by counsel in the preparation and negotiation of this Agreement, and this Agreement shall be construed according to the fair meaning of its language. The rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not be employed in interpreting this Agreement. Unless the context clearly requires otherwise: (a) the plural and singular numbers shall each be deemed to include the other; (b) the masculine, feminine, and neuter genders shall each be deemed to include the others; (c) "shall," "will," or "agrees" are mandatory, and "may" is permissive; (d) "or" is not exclusive; and (e) "includes" and "including" are not limiting.

9. Headings. Section headings in this Agreement are for convenience only and are not intended to be used in interpreting or construing the terms, covenants or conditions of this Agreement.

10. Severability. Except as otherwise provided herein, if any provision(s) of this Agreement is (are) held invalid, the remainder of this Agreement shall not be affected, except as necessarily required by the invalid provisions, and shall remain in full force and effect unless amended or modified by mutual consent of the parties.

11. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed to constitute an original, but all of which, when taken together, shall constitute one and the same instrument, with the same effect as if all of the parties to this Agreement had executed the same counterpart.

12. Effective Date. The Effective Date of this Agreement shall be the date upon which Assignee obtains fee title to the Property and delivers evidence of the transfer to City (the "Effective Date"). For the purposes of this Section, the evidence of transfer shall consist of a duly recorded deed of the Property showing Assignee as the "Grantee."

[Signatures appear on the following page.]

IN WITNESS WHEREOF, Assignor and Assignee have entered into this Agreement as of the date first written above.

ASSIGNOR:

_____,
a _____

By: _____
Name: _____
Title" _____
[Notary acknowledgment required]

ASSIGNEE:

_____,
a _____

By: _____
Name: _____
Title" _____
[Notary acknowledgment required]

CITY CONSENT

The City hereby consents to the foregoing Assignment and Assumption of Development Agreement, it being agreed that this consent shall not be construed to waive any existing breaches or defaults by Assignor under the Development Agreement. This consent is not assignable or transferable to any other or future assignment of the Development Agreement, in whole or in part, and shall not be construed as a consent by City to, or as permitting, any other or further transfer of the Development Agreement in whole or in part, except as specifically permitted by the terms and conditions of the Development Agreement.

CITY:

CITY OF RICHMOND,
a municipal corporation and charter city

By: _____
Name: _____
Title: _____

APPROVED AS TO FORM:

_____,
City Attorney

By: _____
Name: _____
Deputy City Attorney

EXHIBIT A

LEGAL DESCRIPTION OF THE PROPERTY

APPENDIX I

DEFINITIONS

In addition to the terms defined elsewhere in this Agreement, the definitions set forth below shall apply. Unless otherwise set forth below, all references in this Appendix to Articles, Sections, Recitals, and Exhibits shall mean those set forth in the Development Agreement to which this Appendix is attached.

"**Addendum**" shall have the meaning set forth in Recital F.

"**Administrative Amendment**" shall have the meaning set forth in Section 8.4.2.

"**Administrative Fee**" shall have the meaning set forth in Section 4.1.2.

"**Affordable Housing Fees**" shall have the meaning set forth in Section 3.10.

"**Affordable Housing Implementation Program**" shall have the meaning set forth in Section 3.10.

"**Agreement**" or "**Development Agreement**" shall mean this Development Agreement.

"**Ancillary Agreements**" shall mean any agreements between the Parties executed or to be executed pursuant to this Agreement, including but not limited to any such agreements attached as exhibits to this Agreement, and any Reimbursement Agreements.

"**Annual Review Date**" shall have the meaning set forth in Section 7.1.

"**Applicable City Regulations**" shall mean: (1) the Initial and Subsequent Project Approvals, including all conditions of approval thereto; (2) the Existing City Regulations; (3) Future Changes to City Regulations, as and to the extent permitted by this Agreement, (4) the Administrative Fees as provided herein; (5) the Development Fees, including such new or changed Development Fees to the extent permitted under this Agreement; and (6) the Mitigation Measures.

"**Applicable Law**" means any and all federal, state, and local laws, statutes, ordinances, resolutions, orders, judgments, decrees, injunctions, rules, regulations, policies, directives, building codes, zoning codes, standards, permits, licenses, conditions of approval and other requirements adopted by any governmental, administrative or judicial authority including, without limitation, Regulatory Agencies, and which are or at any time during the Term may become binding upon or applicable to all or any portion of the Property or the Project or any improvements thereon, or to the use or operation of all or any portion of the Property or the Project, or to this Agreement and/or the transactions contemplated by this Agreement, subject to the terms and conditions of this Agreement. Applicable Law includes, without limitation, all Applicable City Regulations, all Project Approvals, CEQA, all Hazardous Materials Laws, the Davis Stirling Act, and all covenants, conditions and restrictions of record against the Property.

"**Assignment and Assumption Agreement**" shall have the meaning set forth in Section 9.1.2.

"**BCDC**" shall mean the San Francisco Bay Conservation and Development Commission.

"**BTA Cap**" shall have the meaning set forth in Section 4.7.5.

"**BTA Improvements**" shall have the meaning set forth in Section 4.7.5.

"**BTA Preparation Costs**" shall have the meaning set forth in Section 4.7.5.

"**Building Permit**" shall means a building permit or equivalent permit for any vertical construction of all or any portion of the Project issued by the City.

"**CB Improvements**" shall have the meaning set forth in Section 4.8.

"**CBA**" shall have the meaning set forth in Section 6.1.

"**CB Bonds**" shall have the meaning set forth in Section 4..8.

"**CB Schedule**" shall have the meaning set forth in Section 4.7.2.

"**CEQA**" shall mean California Public Resources Code Section 21000 *et seq*. and the CEQA Guidelines (14 California Code of Regulations Section 15000 *et seq.*).

"**Certificate of Occupancy**" means a certificate of occupancy issued by the City for any portion of the Project.

"**CFD**" shall have the meaning set forth in Section 3.9.2.

"**City**" shall mean the City of Richmond, a municipal corporation and charter city.

"**City Approvals**" shall mean, collectively, the Initial City Approvals and the Subsequent City Approvals.

"**City Council**" shall have the meaning set forth in Recital E.

" **City Development Agreement Regulations**" shall have the meaning set forth in Recital C.

"**City Living Wage Ordinance**" shall have the meaning set forth in Section 4.2.

"**City Officials**" means the City and its respective board members, the City Council and its members, the City Planning Commission and its members, advisory boards, commissions, districts, agencies, managers, officers, officials, employees, representatives, consultants, agents, City Attorney and other attorneys, and related entities, whether elected or appointed, and their respective successors and assigns.

"**City Regulations**" shall mean (i) the City General Plan, Specific Plan and the RMC, as adopted and amended by the City from time to time, and (ii) all other ordinances, resolutions. rules, regulations, official policies and plans of the City, as adopted and amended by the City from time to time, including those governing zoning, subdivisions and subdivision design, land use, rate of development, density, building size, public improvements and dedications, construction standards, new construction and use, design standards, permit restrictions, development fees or exactions, terms and conditions of occupancy, or environmental guidelines or review, including those relating to hazardous substances.

"**Claims**" shall mean any and all claims, demands, actions, causes of action, proceedings, liabilities, losses, damages, fines, penalties, liens, costs and expenses (including court costs and reasonable attorneys', experts' and consultants' fees and costs) of any nature whatsoever.

"**Community Benefits**" shall have the meaning set forth in Section 4.7.

"**Conditions of Approval**" shall have the meaning set forth in Recital I.

"**County**" shall mean the County of Contra Costa.

"**County Recorder**" shall mean the Contra Costa County Clerk-Recorder's Office, County Recorder Division.

"**Davis Stirling Act**" shall mean the David Stirling Common Interest Development Act, California Civil Code sections 4000-4070, and any successor statute thereto.

"**Dedicated Public Improvements**" shall have the meaning set forth in Section 3.9.1.

"**Developer**" shall mean HRP Campus Bay Property, LLC, a Delaware limited liability company, and its permitted successors and assigns under this Agreement.

"**Developer Affiliate**" means an entity or person that is directly or indirectly controlling, controlled by, or under common control with Developer. For the purposes of this definition, "**control**" means the possession, direct or indirect, of the power to direct or cause the direction of the management and policies of an entity or a person, whether through the ownership of voting securities, by contract, or otherwise, and the terms "**controlling**" and "**controlled**" have the meanings correlative to the foregoing.

"**Developer Event of Default**" shall mean an Event of Default by Developer

"**Developer Member** " shall mean any constituent member or partner in Developer.

"**Development Agreement Statute**" shall have the meaning set forth in Recital B.

"**Development Fees** " shall have the meaning set forth in Section 4.1.3.

"**Director**" shall mean the Community Development Director of the City.

"**Developer Non-Cure Notice**" shall have the meaning set forth in Section 9.3.3.

"**DIR**" shall have the meaning set forth in Section 4.2.

"**DTSC**" shall mean CalEPA Department of Toxic Substances Control.

"**EBRPD**" shall mean East Bay Regional Park District.

"**ECI**" shall mean the U.S. Bureau of Labor Statistics Employment Cost Index (ECI), State Local Government Workers component,

"**Effective Date**" shall have the meaning set forth in Section 1.3.

"**EIR Addendum**" shall have the meaning set forth in Recital I.i.

"**Enacting Ordinance**" shall have the meaning set forth in Recital I.iv.

"**Environmental Laws**" shall mean any and all federal, state, regional and local laws, rules, regulations, ordinances, agency or judicial orders and decrees, land use covenants, and agency agreements now and hereafter enacted or promulgated or otherwise in effect, pertaining to the environment or any environmental condition and applicable to the Property or the Project, including, without limitation, all Hazardous Materials Laws, CEQA, and Mitigation Measures, and, in each case, all amendments, regulations, orders and decrees promulgated thereunder or pursuant thereto.

"**Estoppel Certificate**" shall have the meaning set forth in Section 6.3.

"**Event of Default**" shall have the meaning set forth in Section 10.1.

"**Existing City Regulations**" shall mean those City Regulations in effect as of the date of City Council adoption of the Enacting Ordinance.

"**Existing Development Fees**" shall have the meaning set forth in Section 4.1.3.2.

"**Federal and State Law Exception**" shall have the meaning set forth in Section 2.3.3.

"**Fee Credits**" shall have the meaning set forth in Section 4.1.3.3.

"Fee Title " shall have the meaning set forth in Section 1.3.3.

"Fee Title Deadline" shall have the meaning set forth in Section 1.3.3.

"**FEIR**" shall have the meaning set forth in Recital I.i.

"Final Milestone" shall have the meaning set forth in Section 3.7.2.4.

"Final Milestone Date" shall have the meaning set forth in Section 3.7.2.4.

"**Financing Mechanism**" shall have the meaning set forth in Section 3.9.2.

"**Financing Plan**" shall have the meaning set forth in Section 3.9.2.

"**First Milestone**" shall have the meaning set forth in Section 3.7.2.1.

"**First Milestone Date**" shall have the meaning set forth in Section 3.7.2.1.

"**First Source Hiring Agreement**" shall have the meaning set forth in Section 4.7.9.

"**Freeze Period**" shall have the meaning set forth in Section 4.1.3.2(b).

"**FS/RAP**" shall mean the Feasibility Study and Remedial Action Plan for Lot 1, Lot 2, and the Uplands Portion of Lot 3, Campus Bay, California, approved by DTSC on October 25, 2019, and located at https://www.envirostor.dtsc.ca.gov/public/final_documents2?global_id=07280002&doc_id=60434517, and any amendment, modification, addition, or supplement thereto as may be required and approved by DTSC.

"**Future Changes to Regulations**" shall have the meaning set forth in Section 2.2.1.

"**General Plan**" shall have the meaning set forth in Recital H.

"**Grading Permit**" shall mean any grading permit or equivalent permit issued at any time by the City during the Term of this Agreement with respect to all or any portion of the Project (including Onsite and Offsite Improvements) or Project Site.

"**Hazardous Materials**" shall mean any substance, material, or waste which is: (1) defined as a "hazardous waste," "hazardous material," "hazardous substance," "extremely hazardous waste," "restricted hazardous waste," "pollutant" or any other terms comparable to the foregoing terms under any provision of California law or federal law; (2) petroleum; (3) asbestos and asbestos containing materials; (4) polychlorinated biphenyls; (5) radioactive materials; (6) MTBE; (7) PFAS; or (8) determined by California, federal, regional or local governmental authority to be capable of posing a risk of injury to health, safety, property or the environment. The term "Hazardous Materials" shall not include: (i) construction materials, gardening materials, household products, office supply products or janitorial supply products customarily used in the construction, maintenance, rehabilitation, or management of commercial properties, buildings and grounds, or typically used in household activities, or (ii) certain substances which may contain chemicals listed by the State of California pursuant to California Health and Safety Code Sections 25249.8 et seq., which substances are commonly used by a significant portion of the population living within the region of the Project, including but not limited to, alcoholic beverages, aspirin, tobacco products, nutrasweet and saccharine, so long as such materials and substances are stored, used, and disposed of in compliance with all applicable Hazardous Materials Laws.

"**Hazardous Materials Laws**" shall mean any and all federal, state, regional and local laws, rules, regulations, ordinances, agency or judicial orders and decrees, and agency agreements now and hereafter enacted or promulgated or otherwise in effect, pertaining to Hazardous Materials, including, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended (42 U.S.C. Sections 6901, et seq.), the Resources Conservation and Recovery Act of 1976 (42 U.S.C. Section 6901, et seq.), the Clean Water Act (33 U.S.C. Section 1251, et seq.), the Safe Drinking Water Act (14 U.S.C.

Section 1401, et seq.), the Hazardous Materials Transportation Act (49 U.S.C. Section 1801, et seq.), the Toxic Substance Control Act (15 U.S.C. Section 2601, et seq., the California Hazardous Waste Control Law (California Health and Safety Code Section 25100, et seq.), the Porter-Cologne Water Quality Control Act (California Water Code Section 13000, et seq.), and the Safe Drinking Water and Toxic Enforcement Act of 1986 (California Health and Safety Code Section 25249.5, et seq., and, in each case, all amendments, regulations, orders and decrees promulgated thereunder or pursuant thereto.

"**HOA**" shall have the meaning set forth in Section 4.10.

"**Improvements**" shall mean any and all infrastructure, buildings, structures, fixtures, and other improvements, including but not limited to any work of improvement as defined in California Civil Code Section 8050, constructed, installed, erected, built, placed or performed (or to be so done) by or on behalf of Developer as part of the Project.

"**Inclusionary Housing Ordinance**" shall mean Article 15.04.603 of the RMC in effect on the Effective Date, subject to the provisions of Section 3.10.

"**Indemnified Parties**" shall have the meaning set forth in Section 4.6.

"**Initial City Approvals**" shall have the meaning set forth in Recital I.

"**Labor and Materials Bond**" shall have the meaning set forth in Section 4.8.2.

"**Material Changes**" shall have the meaning set forth in Section 3.4.

"**Maximum Total Project Units**" shall have the meaning set forth in Section 3.7.2.

"**Merchant Builder**" shall mean any entity purchasing a portion of the Project Site from Developer for the purpose of constructing residential units thereon.

"**Minimum Total Project Units**" shall have the meaning set forth in Section 3.7.2.

"**Mitigation Fee Act**" shall mean California Government Code §§ 66000 *et seq*.

"**Mitigation Measures**" shall mean the mitigation measures and related monitoring program applicable to the Project as set forth in the Mitigation Monitoring and Reporting Program adopted by the City Council on December 6, 2016, as modified by the EIR Addendum or in any required subsequent CEQA review for the Project Approvals.

"**Mortgage**" shall have the meaning set forth in Section 9.3.1.

"**Mortgagee**" shall have the meaning set forth in Section 9.3.1.

"**Offsite Improvements**" shall mean all private and public Improvements for the Project that are, or are to be, located off site from the Project Site and required by the City or any Regulatory Agencies as part of CEQA review for the Project or under any Mitigation Measures for the Project, under this Agreement, or otherwise required by the Project Approvals,

"**Onsite Improvements**" shall mean all private and public horizontal and vertical Improvements for the Project that are, or are to be located, on the Project Site and required by this Agreement or the Project Approvals.

"**Party**" shall mean City or Developer individually, and their respective successors and assigns under this Agreement.

"**Parties**" shall mean Developer and City, and their respective successors and assigns sunder this Agreement.

"**Performance Bond**" shall have the meaning set forth in Section 4.8.1.

"**Permit for Construction**" shall mean any Grading Permit, site development permit, or Building Permit, or any equivalent permit of the foregoing, issued at any time by the City during the Term of this Agreement with respect to all or any portion of the Project (including Onsite and Offsite Improvements) or Project Site.

"**Permitted Delay**" shall have the meaning set forth in Section 11.6.

"**Permitted Delay Notice**" shall have the meaning set forth in Section 11.6.

"**Permitted Transfer**" shall have the meaning set forth in Section 9.1.

"**Permitted Transferee**" shall have the meaning set forth in Section 9.1.

"**Phase** " shall mean each phase of development of the Project as described in **Exhibit C**.

"**Planning Commission**" shall have the meaning set forth in Recital I.i.

"**Project**" shall have the meaning set forth in Recital A.

"**Project Approvals**" shall mean, collectively, the City Approvals and the Regulatory Agency Approvals.

"**Project Description**" shall have the meaning set forth in Section 3.7.1.

"**Project Labor Agreement**" shall have the meaning set forth in Section 4.7.9.

"**Project O&M Plan**" shall have the meaning set forth in Section 3.9.3.

"**Property**" or "**Project Site**" shall have the meaning set forth in Recital C.

"**Public Health and Safety Exception**" shall have the meaning set forth in Section 2.4.

"Public Health Condition" shall have the meaning set forth in Section 2.4.

"**Public Improvements**" shall have the meaning set forth in Section 3.9.1.

"**Regulatory Agencies**" shall mean the United States Army Corps of Engineers, U.S. Fish & Wildlife Service, California Department of Fish & Wildlife, State Lands Commission, BCDC, California State Water Resources Control Board, California State Lands Commission, California Department of Transportation, California Department of Toxic Substances Control, Regional Water Quality Control Board, and such other federal, state or regional agencies with jurisdiction over the Property or the Project.

"**Regulatory Agency Approvals**" shall have the meaning set forth in Section 2.8.

"**Regulatory Agreements** " shall have the meaning set forth in Section 3.10.

"**Reimbursement Agreement**" shall mean that certain Project Services Fund Agreement between the Parties, dated June 29, 2020, and any other agreement between the Parties providing for Developer's reimbursement to the City of Administrative Fees.

"**Resale Instrument**" shall have the meaning set forth in Section 4.7.1.

"**Resolution 91-19**" shall have the meaning set forth in Recital A.

"**RMC**" shall mean the Municipal Code of the City of Richmond**.**

"Schedule of Insurance Requirements" shall have the meaning set forth in Section 4.5.1.2.

"**Second Milestone**" shall have the meaning set forth in Section 3.7.2.2.

"**Second Milestone Date**" shall have the meaning set forth in Section 3.7.2.2.

"**Specific Plan**" shall mean the Richmond Bay Specific Plan.

"**Station 64**" shall mean the Richmond Fire Department Station 64.

"**Station 64 Cap**" shall have the meaning set forth in Section 4.7.4.

"**Station 64 Improvements**" shall have the meaning set forth in Section 4.7.4.

"**Station 64 Preparation Costs**" shall have the meaning set forth in Section 4.7.4.

"**Subdivision Map Act**" shall mean the California Subdivision Map Act, California Government Code Sections 66410 *et seq.*, and any successor statute thereto.

"**Subdivision Maps**" shall mean any tentative or vesting tentative map, final map, tentative or vesting tentative parcel map, and parcel map, as those terms are defined in the Subdivision Map Act and the RMC.

"**Sub-Phase**" shall have the meaning set forth in **Exhibit C**.

"**Subsequent City Approvals**" shall mean any additional Project approvals by the City required to implement the Project after the Initial City Approvals, including, without limitation,

all approvals required under the City General Plan, the Specific Plan and the RMC, such as design review, use permits, condominium maps, final subdivision maps, demolition, grading, building permits and certificates of occupancy, or modification of the Initial City Approvals.

"**Third-Party Challenge**" shall have the meaning set forth in Section 6.4.1.

"**Term**" shall have the meaning set forth in Section 1.4.

"**Third Milestone**" shall have the meaning set forth in Section 3.7.2.3.

"**Third Milestone**" shall have the meaning set forth in Section 3.7.2.3.

"**Third Milestone Date**" shall have the meaning set forth in Section 3.7.2.3.

"**Trailhead Cap**" shall have the meaning set forth in Section 4.7.6.

"**Trailhead Improvements**" shall have the meaning set forth in Section 4.7.6.

"**Transfer**" shall have the meaning set forth in Section 9.1.

"**Transferee**" shall have the meaning set forth in Section 9.1.

"**Uniform Code Regulations**" shall have the meaning set forth in Section 2.3.

"**Vested Elements**" shall have the meaning set forth in Section 3.2.

"**VTM**" shall have the meaning set forth in Recital I.ii.

"**Warranty Bond**" shall have the meaning set forth in Section 4.8.3.