

PUBLIC UTILITIES COMMISSION
505 Van Ness Avenue
San Francisco CA 94102-3298



Pacific Gas & Electric Company
ELC (Corp ID 39)
Status of Advice Letter 7033E
As of October 25, 2023

Subject: Encroachment Agreement with 415 20th Street LLC Request for Approval Under Section 851 and General Order 173

Division Assigned: Energy

Date Filed: 09-26-2023

Date to Calendar: 10-04-2023

Authorizing Documents: None

Disposition:	Accepted
Effective Date:	10-26-2023

Resolution Required: No

Resolution Number: None

Commission Meeting Date: None

CPUC Contact Information:

edtariffunit@cpuc.ca.gov

AL Certificate Contact Information:

Kimberly Loo

(279)789-6209

PGETariffs@pge.com

PUBLIC UTILITIES COMMISSION
505 Van Ness Avenue
San Francisco CA 94102-3298



To: Energy Company Filing Advice Letter

From: Energy Division PAL Coordinator

Subject: Your Advice Letter Filing

The Energy Division of the California Public Utilities Commission has processed your recent Advice Letter (AL) filing and is returning an AL status certificate for your records.

The AL status certificate indicates:

- Advice Letter Number
- Name of Filer
- CPUC Corporate ID number of Filer
- Subject of Filing
- Date Filed
- Disposition of Filing (Accepted, Rejected, Withdrawn, etc.)
- Effective Date of Filing
- Other Miscellaneous Information (e.g., Resolution, if applicable, etc.)

The Energy Division has made no changes to your copy of the Advice Letter Filing; please review your Advice Letter Filing with the information contained in the AL status certificate, and update your Advice Letter and tariff records accordingly.

All inquiries to the California Public Utilities Commission on the status of your Advice Letter Filing will be answered by Energy Division staff based on the information contained in the Energy Division's PAL database from which the AL status certificate is generated. If you have any questions on this matter please contact the:

Energy Division's Tariff Unit by e-mail to
edtariffunit@cpuc.ca.gov



September 26, 2023

Advice 7033-E

(Pacific Gas and Electric Company ID U 39 E)

Public Utilities Commission of the State of California

Subject: Encroachment Agreement with 415 20th Street LLC – Request for Approval Under Section 851 and General Order 173

Purpose

The purpose of this advice letter is to allow for the construction of a 39-story commercial office skyscraper that includes an overhang above a portion of Pacific Gas and Electric Company's underground electric vault easement.

Pacific Gas and Electric Company (PG&E) requests California Public Utilities Commission (Commission of CPUC) approval under Public Utilities Code Section 851 and General Order 173 to execute an Encroachment Agreement (Agreement) between PG&E and 415 20th Street, LLC (Owner). The Agreement will allow for improvements to be constructed within the airspace over PG&E's underground electric easement (Easement) located at 415 20th Street, Oakland, in the County of Alameda (Property). The Agreement is included herein as Attachment 1.

PG&E has determined that the proposed improvements within the Easement do not interfere with PG&E's operations or PG&E's ability to provide safe and reliable utility service. In addition, this Agreement will not be adverse to the public interest.

Background

PG&E currently operates an electric underground vault within the Easement, included herein as Attachment 2. The Owner approached PG&E in the summer of 2022 with plans to demolish the existing 4-story office building on the Property and construct a new 39-story commercial office skyscraper. It will create office space to attract new business to downtown Oakland. The skyscraper will include a building overhang 30' above the finished surface that will encroach into an area 9' x 19' over the Easement (Encroachment). The proposed Encroachment is shown in detail in Exhibit B of Attachment 1.

As part of the Agreement, the Owners will maintain the proposed Encroachment in good condition and repair. In addition, the Owner will not be authorized to construct any new buildings or structures within the Easement or perform any significant alterations to the proposed Encroachment.

PG&E has determined that the Agreement is in the public interest because it allows for the construction of the skyscraper without sacrifice to PG&E's provision of safe and reliable utility service to its customers. For all the above reasons, PG&E requests that the Commission approve this Section 851 advice letter to allow for the Encroachment within PG&E's Easement.

Tribal Lands Policy

The Tribal Lands Policy does not apply to this transaction because PG&E is not transferring a fee interest in real property.¹

Other Information

In accordance with General Order 173, Rule 4, PG&E provides the following information related to the proposed transaction:

(a) Identity and Addresses of All Parties to the Proposed Transaction:

Pacific Gas and Electric Company	415 20 th Street LLC
Attn: Law Department, Steve Frank	Kevin Chow
300 Lakeside Drive	Managing Director
Oakland, CA 94612	101 California St., Suite 1000
Telephone: (415) 971-5091	San Francisco, CA 94111
Email: Steven.Frank@pge.com	Telephone: (310) 367-8948
	Email: kevin.chow@hines.com

(b) Complete Description of the Property Including Present Location, Condition and Use:

The Property is located at 415 20th Street in Oakland, Assessor's Parcel Number 008-0638-007-11, in the County of Alameda. It is currently zoned for commercial use.

¹ On December 5, 2019, the Commission adopted a policy titled, "Investor-Owned Utility Real Property – Land Disposition - First Right of Refusal for Disposition of Real Property Within the Ancestral Territories of California Native American Tribes" (Policy). The Policy directs investor-owned utilities to (1) notify the appropriate local Native American Tribes of any proposed dispositions of utility-owned real property that are subject to Section 851 and (2) to allow 90 days for the Tribes to respond as to their interest in purchasing the subject real property. Resolution E-5076, effective January 14, 2021, adopted Guidelines to Implement the CPUC Tribal Land Policy (Guidelines). Section 1.3.d of the Guidelines states that "disposition" means the transfer, sale, donation, or disposition by any other means of a fee interest in real property.

(c) Intended Use of the Property:

Following the execution of the Agreement, the Owner will demolish the existing building and construct the new commercial office skyscraper.

(d) Complete Description of Financial Terms of the Proposed Transaction:

PG&E is collecting a \$3,500 administration fee for the administrative review, approval, and preparation of the Agreement.

(e) Description of How Financial Proceeds of the Transaction Will Be Distributed:

Not applicable.

(f) Statement on the Impact of the Transaction on Ratebase and Any Effect on the Ability of the Utility to Serve Customers and the Public:

There is no impact to PG&E's rate base nor will executing the Agreement affect PG&E's ability to provide reliable service to its customers.

(g) The Original Cost, Present Book Value, and Present Fair Market Value for Sales of Real Property and Depreciable Assets, and a Detailed Description of How the Fair Market Value Was Determined (e.g., Appraisal):

Not applicable.

(h) The Fair Market Rental Value for Leases of Real Property, and a Detailed Description of How the Fair Market Rental Value Was Determined:

Not applicable.

(i) The Fair Market Value of the Easement or Right-of-Way, and a Detailed Description of How the Fair Market Value Was Determined:

The value of the land rights granted to permit the encroachment under the Agreement do not rise to the level of a right that has any realizable economic value to PG&E.

(j) A Complete Description of any Recent Past (Within the Prior Two Years) or Anticipated Future Transactions that May Appear To Be Related to the Present Transaction:

PG&E is not aware of any recent past or anticipated future transactions related to the present transaction.

(k) Sufficient Information and Documentation (Including Environmental Information) to Show that All of Eligibility Criteria Set Forth in Rule 3 of General Order 173 are Satisfied:

PG&E has provided information in this Advice Letter to satisfy the eligibility criteria under General Order 173 in that:

- The activity proposed in the transaction will not require environmental review by the CPUC as a Lead Agency;
- The transaction will not have an adverse effect on the public interest or on the ability of PG&E to provide safe and reliable service to its customers at reasonable rates;
- The transaction will not materially impact the rate base of PG&E; and
- The transaction does not warrant a more comprehensive review that would be provided through a formal Section 851 application.

(l) Additional Information to Assist in the Review of the Advice Letter:

PG&E does not believe any additional information is necessary for the review of the Advice Letter.

(m) Environmental Information:

Pursuant to General Order 173, the Advice Letter program applies to proposed transactions that will not require environmental review by the CPUC as a lead agency under the California Environmental Quality Act ("CEQA") either because: (a) a statutory or categorical exemption applies (the applicant must provide a Notice of Exemption from the Lead Agency or explain why an exemption applies), or (b) because the transaction is not a project under CEQA (the applicant must explain the reasons why it believes that the transaction is not a project), or (c) because another public agency, acting as the Lead Agency under CEQA, has completed environmental review of the project, and the Commission is required to perform environmental review of the project only as a Responsible Agency under CEQA.

For this advice letter, The City of Oakland has completed the environmental review as a lead agency, and the Commission is a Responsible Agency as to the property currently owned by PG&E.

If another public agency, acting as the Lead Agency under CEQA, has completed an environmental review of the project and has approved the final CEQA documents, and the Commission is a Responsible Agency under CEQA, the applicant shall provide the following:

- a. *The name, address, and phone number of the Lead Agency, the type of CEQA document that was prepared (Environmental Impact Report, Negative Declaration, Mitigated Negative Declaration), the date on which the Lead Agency approved the CEQA document, the date on which a Notice of Determination was filed.*

Lead Agency	City of Oakland Bureau of Planning Rebecca Lind, Planner IV 250 Frank H. Ogawa Plaza, Suite 2114 Oakland, CA 94612 (510) 238-3472
Type of CEQA Document Prepared	Environmental Impact Report 415 20th Street Project CEQA Analysis April 2021 ²
Date Environmental Impact Report (EIR) Approved	May 20, 2021 (Link provided in footnote 2)
Date Environmental Declaration Endorsed	May 27, 2021 (Attachment 3)
Date Notice of Determination Filed	May 27, 2021 (Attachment 4)

- b. *A copy of all CEQA documents prepared by or for the Lead Agency regarding the project and the Lead Agency's resolution or other document approving the CEQA documents.*

See footnote 2 and Attachments 3 and 4.

- c. A list of section and page numbers for the environmental impacts, mitigation measures, and findings in the prior CEQA documents that relate to the approval sought from the Commission.

² Link: [03-Staff-Report-and-Attachments-415-20th-Street-PLN20092.pdf \(cao-94612.s3.amazonaws.com\)](https://cao-94612.s3.amazonaws.com/03-Staff-Report-and-Attachments-415-20th-Street-PLN20092.pdf)

A discussion of the environmental impacts associated with the approved project can be found in Chapter V (starting on page 43) of the Environmental Impact Report (see footnote 2).

- d. *An explanation of any aspect of the project or its environmental setting which has changed since the issuance of the prior CEQA document.*

The environmental setting described in the CEQA document prepared by the City of Oakland for this project has not changed since the issuance of the Notice of Determination. See pages 338-356 for site history (at the link provided in footnote 2). Existing building is scheduled to be demolished.

- e. *A statement of whether the project will require approval by additional public agencies other than the Commission and the Lead Agency, and, if so, the name and address of each agency and the type of approval required.*

No additional approvals are needed per the attached Notice of Determination, which states that an Environmental Impact Report was prepared and certified for the project pursuant to the provisions of CEQA on May 20, 2021. Mitigation measures were made a condition of approval of the project.

Protests

Anyone wishing to protest this submittal may do so by letter sent electronically via E-mail, no later than October 16, 2023, which is 20 days after the date of this submittal. Protests must be submitted to:

CPUC Energy Division
ED Tariff Unit
E-mail: EDTariffUnit@cpuc.ca.gov

The protest shall also be electronically sent to PG&E via E-mail at the address shown below on the same date it is electronically delivered to the Commission:

Sidney Bob Dietz II
Director, Regulatory Relations
c/o Megan Lawson
E-mail: PGETariffs@pge.com

Any person (including individuals, groups, or organizations) may protest or respond to an advice letter (General Order 96-B, Section 7.4). The protest shall contain the

following information: specification of the advice letter protested; grounds for the protest; supporting factual information or legal argument; name and e-mail address of the protestant; and statement that the protest was sent to the utility no later than the day on which the protest was submitted to the reviewing Industry Division (General Order 96-B, Section 3.11).

Effective Date

Pursuant to the review process outlined in General Order 173, PG&E requests that this Tier 2 advice letter become effective on October 26, 2023, which is 30 days from the date of submittal.

Notice

In accordance with General Order 96-B, Section IV, a copy of this advice letter is being sent electronically to parties shown on the attached list. Address changes to the General Order 96-B service list should be directed to PG&E at email address PGETariffs@pge.com. For changes to any other service list, please contact the Commission's Process Office at (415) 703-2021 or at Process_Office@cpuc.ca.gov. Send all electronic approvals to PGETariffs@pge.com. Advice letter submittals can also be accessed electronically at: <http://www.pge.com/tariffs>.

/S/

Sidney Bob Dietz II
Director, Regulatory Relations
CPUC Communications

Attachment 1: Encroachment Agreement
Attachment 2: Underground Electric Vault Easement
Attachment 3: Environmental Declaration
Attachment 4: Notice of Determination

******* SERVICE LIST for Advice 7033-E *****
APPENDIX A**

Jonathan Reiger
Legal Division
505 Van Ness Avenue
San Francisco, CA 94102
(415) 355-5596
jzr@cpuc.ca.gov

Mary Jo Borak
Energy Division
505 Van Ness Avenue
San Francisco, CA 94102
(415) 703-1333
bor@cpuc.ca.gov

Robert (Mark) Pocta
Public Advocates Office
505 Van Ness Avenue
San Francisco, CA 94102
(415) 703- 2871
robert.pocta@cpuc.ca.gov

Andrew Barnsdale
Energy Division
505 Van Ness Avenue
San Francisco, CA 94102
(415) 703-3221
bca@cpuc.ca.gov

*****AGENCIES*****

City of Oakland, City Clerk
1 Frank H Ogawa Plaza
1st and 2nd Floors
Oakland, CA 94612
cityclerk@oaklandca.gov

*****3rd Parties*****

415 20th Street LLC
Kevin Chow
Managing Director
101 California St., Suite 1000
San Francisco, CA 94111
Telephone: (310) 367-8948
Email: kevin.chow@hines.com



ADVICE LETTER SUMMARY

ENERGY UTILITY



MUST BE COMPLETED BY UTILITY (Attach additional pages as needed)

Company name/CPUC Utility No.: Pacific Gas and Electric Company (ID U39 E)

Utility type:

- ELC GAS WATER
 PLC HEAT

Contact Person: Kimberly Loo

Phone #: (279)789-6209

E-mail: PGETariffs@pge.com

E-mail Disposition Notice to: KELM@pge.com

EXPLANATION OF UTILITY TYPE

ELC = Electric GAS = Gas WATER = Water
 PLC = Pipeline HEAT = Heat

(Date Submitted / Received Stamp by CPUC)

Advice Letter (AL) #: 7033-E

Tier Designation: 2

Subject of AL: Encroachment Agreement with 415 20th Street LLC – Request for Approval Under Section 851 and General Order 173

Keywords (choose from CPUC listing): Section 851

AL Type: Monthly Quarterly Annual One-Time Other:

If AL submitted in compliance with a Commission order, indicate relevant Decision/Resolution #:

Does AL replace a withdrawn or rejected AL? If so, identify the prior AL: No

Summarize differences between the AL and the prior withdrawn or rejected AL:

Confidential treatment requested? Yes No

If yes, specification of confidential information:

Confidential information will be made available to appropriate parties who execute a nondisclosure agreement. Name and contact information to request nondisclosure agreement/ access to confidential information:

Resolution required? Yes No

Requested effective date: 10/26/23

No. of tariff sheets:

Estimated system annual revenue effect (%): N/A

Estimated system average rate effect (%): N/A

When rates are affected by AL, include attachment in AL showing average rate effects on customer classes (residential, small commercial, large C/I, agricultural, lighting).

Tariff schedules affected: N/A

Service affected and changes proposed¹: N/A

Pending advice letters that revise the same tariff sheets: N/A

¹Discuss in AL if more space is needed.

Protests and correspondence regarding this AL are to be sent via email and are due no later than 20 days after the date of this submittal, unless otherwise authorized by the Commission, and shall be sent to:

California Public Utilities Commission
Energy Division Tariff Unit Email:
EDTariffUnit@cpuc.ca.gov

Contact Name: Sidnev Bob Dietz II. c/o Megan Lawson
Title: Director, Regulatory Relations
Utility/Entity Name: Pacific Gas and Electric Company

Telephone (xxx) xxx-xxxx:
Facsimile (xxx) xxx-xxxx:
Email: PGETariffs@pge.com

Contact Name:
Title:
Utility/Entity Name:

Telephone (xxx) xxx-xxxx:
Facsimile (xxx) xxx-xxxx:
Email:

CPUC
Energy Division Tariff Unit
505 Van Ness Avenue
San Francisco, CA 94102

Clear Form

Attachment 1

Encroachment Agreement

RECORDING REQUESTED BY AND RETURN TO:

PACIFIC GAS AND ELECTRIC COMPANY
245 Market Street, N10A, Room 1015
P.O. Box 770000
San Francisco, California 94177

Location: City/Uninc _____
Recording Fee \$ _____
Document Transfer Tax \$ _____

- This is a conveyance where the consideration and Value is less than \$100.00 (R&T 11911).
- Computed on Full Value of Property Conveyed, or
- Computed on Full Value Less Liens & Encumbrances Remaining at Time of Sale
- Exempt from the fee per GC 27388.1 (a) (2); This document is subject to Documentary Transfer Tax

(SPACE ABOVE FOR RECORDER'S USE ONLY)

Signature of declarant or agent determining tax

LD#

AGREEMENT

(APN 008-0638-007-11)

ENCROACHMENT AGREEMENT

This Encroachment Agreement (this "**Agreement**") is made and entered into this __ day of _____, 2023 by PACIFIC GAS AND ELECTRIC COMPANY, a California corporation, hereinafter called "**PG&E**", and 415 20th Street LLC, a Delaware limited liability company, hereinafter called "**Owner**".

RECITALS

A. Owner is the fee title owner of certain real property within the City of Oakland, County of Alameda, State of California, Assessor's Parcel Number 008-0638-007-11 (hereinafter, the "**Property**") legally described in **Exhibit "A"** attached hereto and made a part hereof.

B. PG&E is the owner of that certain easement and right-of-way for the underground vault and for all other purposes connected therewith, as set forth in the easement dated December 3, 1964 and recorded in Book 1440 of Official Records at page 679, Alameda County Records (the "**Easement**"). The portion of the Property encumbered by the Easement is hereinafter referred to as the "**Easement Area**." The Easement provides in part that Grantor shall not erect or construct any building or other structure, or drill or operate any well, within said parcel of land.

C. Owner has requested that PG&E grant permission for the construction of a building overhang (the "**Improvements**") within the Easement Area, the construction of which violates the prohibition against buildings or other structures contained in the Easement. The portion of the

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Easement Area upon which the Improvements will be constructed is shown on the map labeled **Exhibit "B"** attached hereto and made a part hereof (the "**Encroachment Area**").

D. PG&E has determined that the Improvements, do not interfere with the present full use of the Easement Area by PG&E, and the Improvements will not cover any part of the existing PG&E vault's lift out panel, and PG&E is therefore willing to agree to allow such encroachment on the Easement Area on the terms and subject to the conditions set forth herein.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Owner and PG&E hereby agree as follows:

1. Consent to Encroachment. Notwithstanding the prohibition in the Easement, PG&E hereby consents to the encroachment of the Improvements onto the Easement Area within the Encroachment Area as shown in Exhibit "B" subject to the terms and conditions set forth herein. In addition, Owner shall have the right of ingress and egress over the Easement Area to obtain access to the Encroachment Area and the Improvements when necessary to fulfill Owner's obligations under this Agreement, in such areas as PG&E determines, in its sole and absolute discretion, will occasion the least practicable damage and inconvenience to PG&E, its facilities and operations.

2. Governmental Approvals. This Agreement shall not become effective, notwithstanding that it may have been executed and delivered by the parties, and Owner shall not commence any activity hereunder, unless and until PG&E notifies Owner in writing of receipt of final, unconditional, and unappealable approval of this Agreement by the California Public Utilities Commission (the "CPUC") and that the terms and conditions of such CPUC approval are satisfactory to PG&E in its sole and absolute discretion. This Agreement is made subject to all the provisions of such approval, in like manner as though said provisions were set forth in full herein.

3. **Vault Lift Out Panel; Restoration.** **The existing underground vault's lift out panel as shown in Exhibit "B" shall remain free and clear overhead from any obstruction. In the event that Owner obstructs such lift out panel, PG&E may send a notice to Owner to remove said obstruction. Upon such notice, Owner, at Owner's sole cost and expense, shall remove all obstructions that encroach upon the vault's lift out panel and shall repair and restore the area above the vault's lift out panel as nearly as possible to the condition that existed prior to the construction of said obstructions. Owner shall pay the entire cost of such removal and restoration, and PG&E shall have no liability for any costs caused by or related to any such removal. If Owner fails to remove all obstructions that encroach onto the vault's lift out panel or fails to repair or restore the Property within ninety (90) days, PG&E may perform such removal, repair or restoration as necessary and recover such costs and expenses therefore from Owner. Owner agrees to allow access to PG&E onto the Property for such purpose, and Owner shall pay all such costs and expenses within ten (10) days of receipt of an invoice therefore.**

4. Indemnification; Release.

(a) Indemnification. Owner shall, to the maximum extent permitted by law, indemnify, protect, defend and hold harmless PG&E, its parent corporation, subsidiaries and affiliates, and their respective officers, managers, directors, representatives, agents, employees,

transferees, successors and assigns (each, an “**Indemnitee**” and collectively, “**Indemnitees**”) from and against all claims, losses (including, but not limited to, diminution in value), actions, demands, damages, costs, expenses (including, but not limited to, experts fees and reasonable attorneys’ fees and costs) and liabilities of whatever kind or nature (collectively, “**Claims**”), which arise from or are in any way connected with the occupancy or use of the Easement Area by Owner or Owner’s contractors, agents, or invitees, or the exercise by Owner of its rights hereunder, or the performance of, or failure to perform, Owner’s duties under this Agreement, including, but not limited to, Claims arising out of: (1) injury to or death of persons, including but not limited to employees of PG&E; (2) injury to property or other interest of PG&E, Owner or any third party; (3) violation of any applicable federal, state, or local laws, statutes, regulations, or ordinances, including all legal requirements relating to human health or the environment, and including any liability which may be imposed by law or regulation without regard to fault; excepting only with respect to any Indemnitee, any Claim arising from the sole, active negligence or willful misconduct of such Indemnitee. In the event any action or proceeding is brought against any Indemnitee for any Claim against which Owner are obligated to indemnify or provide a defense hereunder, Owner upon written notice from PG&E shall defend such action or proceeding at Owner's sole expense by counsel approved by PG&E, which approval shall not be unreasonably withheld, conditioned or delayed.

(b) Release. Owner accepts all risk relating to its occupancy and use of the Easement Area. PG&E shall not be liable to Owner for, and Owner hereby waive, release, exonerate, discharge and covenant not to sue PG&E and the other Indemnitees from, any and all liability, whether in contract, tort or on any other basis, for any injury, damage, or loss resulting from or attributable to any occurrence on or about the Easement Area, the condition of Easement Area, the use or occupancy of the Easement Area by Owner, or PG&E's operation and maintenance of PG&E's facilities in the vicinity of the Easement Area, except in the case of any Indemnitee, any injury, damage, or loss arising from the sole, active negligence or willful misconduct of such Indemnitee.

5. Compliance with Laws. Owner shall, at its sole cost and expense, promptly comply with all laws, statutes, ordinances, rules, regulations, requirements or orders of municipal, state, and federal authorities now in force or that may later be in force, with the conditions of any permit, relating to Owner’s use or occupancy of the Easement Area.

6. Alterations. Except for the Improvements authorized pursuant to this Agreement, Owner shall not construct any additional improvements, buildings or structures on the Easement Area that is prohibited under the Easement, nor shall Owner make any alteration, addition or improvements to the Improvements that would increase the size of the Improvements or Encroachment Area, either horizontally or vertically.

7. Damage or Destruction. In the event the Improvements are destroyed or demolished, Owners shall not rebuild the Improvements in the Encroachment Area or on any part of the Easement Area except pursuant to plans and specifications approved by PG&E.

8. Condition of Easement Area. Owner accepts the Encroachment Area and the Easement Area in its existing physical condition, without warranty by PG&E or any duty or obligation on the part of PG&E to maintain the Easement Area. Owner understands that numerous hazards, environmental or otherwise, may be located in, on, or underlying the Easement Area, and

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that hazardous materials may be used in connection with PG&E facilities that may be operated in the Easement Area, and agrees that entry onto the Easement Area is at Owner's sole risk and expense

9. Maintenance. Owner shall be responsible for the maintenance of the Improvements in good condition and repair, and Owner shall coordinate all activities regarding the maintenance of the Improvements to reasonably minimize any interference with the use by PG&E of the Easement Area, and Owner shall conduct its activities in such a manner so as not to endanger the Easement Area, the environment and human health and safety. Owner shall be responsible for remediation of any release of hazardous materials caused by Owner, and to clean and remove debris and/or promptly repair any damage to the Easement Area following any entry or activity by Owner, returning the Easement Area to a like or better condition.

10. Reserved Rights. PG&E reserves the right to use the Encroachment Area for such purposes as it may deem necessary or appropriate if, and whenever, in the interest of its service to its patrons or consumers or the public, it shall appear necessary or desirable to do so. Furthermore, PG&E reserves the right to restrict access to the Easement Area if emergency repairs or maintenance are required to PG&E facilities in the vicinity of the Easement Area.

11. Insurance. Prior to the Effective Date of this Agreement, Owner shall procure, and thereafter Owner shall carry and maintain in effect at all times the following insurance: Worker's Compensation in compliance with applicable labor codes, acts, laws or statutes, state or federal, where Owner performs work and Employer's Liability insurance with limits not be less than \$1,000,000 for injury or death, each accident; Commercial General Liability for bodily injury and property damage with limits of not less than \$1,000,000 each occurrence/\$2,000,000 aggregate; Business Auto, code 1 "any auto" combined single limit no less than \$1,000,000 each accident. Upon request, Owner shall furnish PG&E evidence of these insurance requirements. Owner is also responsible for causing its agents, contractors and subcontractors performing work within the Easement Area to comply with the insurance requirements of this Agreement at all relevant times and upon request, Owner shall furnish PG&E the same evidence of insurance for Owner's agents, contractors and subcontractors as PG&E requires of Owner.

12. Notice. Any notices or communications hereunder shall be in writing and shall be personally delivered or sent by first class mail, certified or registered, postage prepaid, or sent by national overnight courier, with charges prepaid for next business day delivery, addressed to the addressee party at its address or addresses listed below, or to such other address or addresses as such party may from time to time designate by written notice given to the other party. Notices shall be deemed received upon the actual receipt or refusal of the notice by the party being sent the notice. Any communication hereunder shall be in writing and can be delivered as described above or by email transmission.

If to PG&E:

Land Department
Pacific Gas and Electric Company
300 Lakeside Dr.
Oakland, CA 94612
Attention: Supervisor, Land Rights
LandQuestions@pge.com

With a copy to:

Law Department
Pacific Gas and Electric Company
P.O. Box 7442
San Francisco, CA 94120
Attention: Managing Counsel, Environmental and Real Estate

If to Owners:

415 20th Street LLC
101 California St., Suite 1000
San Francisco, CA, 94111

With a copy to:

c/o Hines Interests Limited Partnership
845 Texas Avenue, Suite 3300
Houston, Texas 77002
Attn: Corporate Counsel

13. Governing Law. This Agreement shall in all respects be interpreted, enforced, and governed by and under the laws of the State of California.

14. Entire Agreement. This Agreement and the Grant of Easement, supersedes all previous oral and written agreements between and representations by or on behalf of the parties and constitutes the entire agreement of the parties with respect to the subject matter hereof. This Agreement may not be amended except by a written agreement executed by the parties.

15. Binding Effect. This Agreement and the covenants and agreements contained herein shall be binding upon, and shall inure to the benefit of, the parties hereto and their respective heirs, successors and assigns (subject to the provisions of Section 16 below). No assignment or delegation by , whether by operation of law or otherwise, shall relieve of any of its duties, obligations or liabilities hereunder, in whole or in part. The covenants of hereunder shall run with the land.

16. Assignment. This Agreement and the rights of Owner hereunder are appurtenant to the Property presently owned by Owner and may not be separately assigned, transferred, conveyed or encumbered. Any purported assignment, transfer, conveyance or encumbrance violating the

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foregoing condition shall be void and of no effect.

17. Attorneys' Fees. Should either party bring an action against the other party, by reason of or alleging the failure of the other party with respect to any or all of its obligations hereunder, whether for declaratory or other relief, then the party which prevails in such action shall be entitled to its reasonable attorneys' fees (of both in-house and outside counsel) and expenses related to such action, in addition to all other recovery or relief. A party shall be deemed to have prevailed in any such action (without limiting the generality of the foregoing) if such action is dismissed upon the payment by the other party of the sums allegedly due or the performance of obligations allegedly not complied with, or if such party obtains substantially the relief sought by it in the action, irrespective of whether such action is prosecuted to judgment.

18. Termination. In the event Owner elects to not construct the Improvements, Owner shall provide written request to PG&E requesting to terminate this Agreement. After Owner has paid any fees associated with the termination, the parties shall promptly execute and record a termination of this Agreement.

19. No Waiver. No waiver with respect to any provision of this Agreement shall be effective unless in writing and signed by the party against whom it is asserted. No waiver of any provision of this Agreement by a party shall be construed as a waiver of any subsequent breach or failure of the same term or condition, or as a waiver of any other provision of this Agreement.

20. Severability. If any provision of this Agreement shall be invalid or unenforceable, the remainder of this Agreement shall not be affected thereby, and each provision of this Agreement shall be valid and enforced to the full extent permitted by law, provided the material provisions of this Agreement can be determined and effectuated.

21. Captions. The captions in this Agreement are for reference only and shall in no way define or interpret any provision hereof.

22. Counterparts. This Agreement may be executed in identical counterpart copies, each of which shall be an original, but all of which taken together shall constitute one and the same agreement. Each party may rely upon executed copies of this Agreement transmitted in a portable document format (pdf) version by email and such copies shall be deemed to be the same force and effect as the original.

23. Recording. Owner hereby consents and agrees to the recording by PG&E of this Agreement against the Property. Owner agrees to sign any additional documents reasonably required to complete such recording. Should PG&E fail to record this Agreement against the Property within a reasonable timeframe once all appropriate approvals are met, Owner shall be permitted to record this Agreement upon prior notice to PG&E.

24. Ratification of Easement. Except as modified by this Agreement in regard to the Easement Area, all of the terms, conditions and provisions of the Easement shall remain in full force and effect and are hereby ratified and confirmed. To the extent the terms of the Easement are inconsistent with this Agreement, the terms of this Agreement shall control.

25. Other Documents. Each party agrees to sign any additional documents or permit applications which may be reasonably required to effectuate the purpose of this Agreement. Provided, however, that PG&E will not be required to take any action or execute any document that would result in any cost, expense or liability to PG&E.



IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first set forth above.

"PG&E"

"Owner"

PACIFIC GAS AND ELECTRIC COMPANY,
a California corporation

415 20TH STREET LLC, a Delaware limited
liability company

By: _____

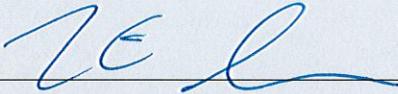
By: 415 20th Street Partners LLC, its sole
member

Name: _____

By: Hines 415 20th Street Associates LP,
its sole member

Its: _____

By: Hines Interests Limited Partnership,
its general partner

By:  _____

Name: Kevin Chow _____

Its: Managing Director _____



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 San Francisco)

On March 21, 2023, before me, Lisa Bridges Notary Public,
Insert name

personally appeared Kevin Chau

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.

Lisa Bridges
Signature of Notary Public



(Seal)

CAPACITY CLAIMED BY SIGNER

- Individual(s) signing for oneself/themselves
- Corporate Officer(s) of the above named corporation(s)
- Trustee(s) of the above named Trust(s)
- Partner(s) of the above named Partnership(s)
- Attorney(s)-in-Fact of the above named Principal(s)
- Other _____



KL

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 _____, before me, _____ Notary Public,
Insert name
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 of Notary Public

(Seal)

CAPACITY CLAIMED BY SIGNER

- Individual(s) signing for oneself/themselves
- Corporate Officer(s) of the above named corporation(s)
- Trustee(s) of the above named Trust(s)
- Partner(s) of the above named Partnership(s)
- Attorney(s)-in-Fact of the above named Principal(s)
- Other _____

**EXHIBIT A
LEGAL DESCRIPTION**

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

LOTS 7 AND 8, AND PORTIONS OF LOTS 3, 4 AND 6 IN BLOCK "F", OF THE MAP OF FOUNTAIN PLACE, FILED FEBRUARY 20, 1868, IN BOOK 3 OF MAPS, AT PAGE 28, IN THE OFFICE OF THE COUNTY RECORDER OF ALAMEDA COUNTY, DESCRIBED AS FOLLOWS:

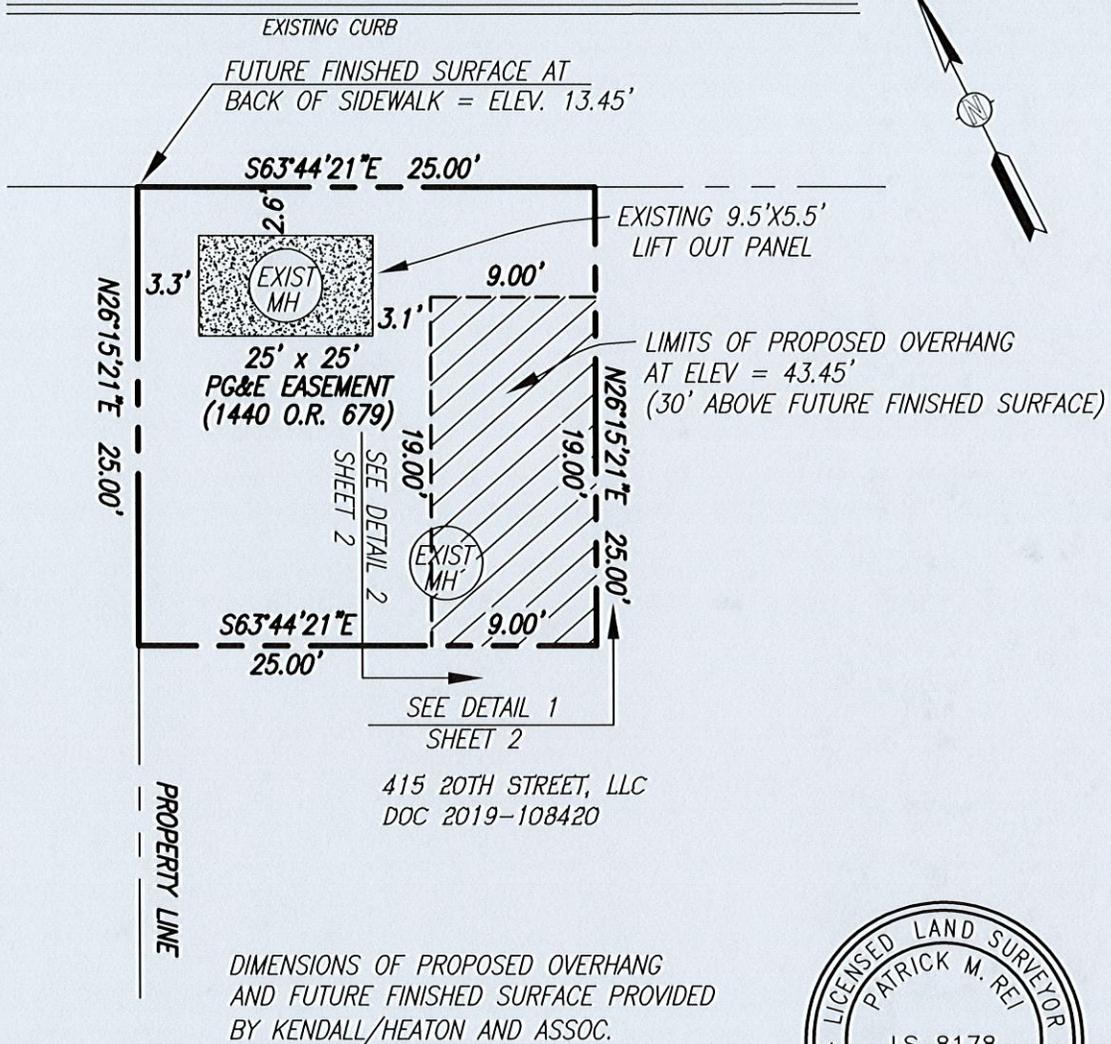
LOTS 3, 7 AND 8 AND THE SOUTHWESTERN 32 FEET OF LOT 4 AND THE SOUTHWESTERN 73.00 FEET OF LOT 6 IN SAID BLOCK "F", EXCEPT THE NORTHWESTERN 102.00 FEET OF LOTS 3 AND 4 THEREOF MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE SOUTHEASTERN LINE OF LOT 6, FROM WHICH THE MOST SOUTHERLY CORNER THEREOF BEARS SOUTH 26°15'00" WEST, 73.00 FEET; THENCE ALONG SAID SOUTHEASTERN LINE AND ALSO THE SOUTHEASTERN LINES OF SAID LOTS 7 AND 8, SOUTH 26°15'00" WEST, 259.00 FEET TO THE SOUTHWESTERN LINE OF SAID LOT 8; THENCE ALONG SAID SOUTHWESTERN LINE AND ALSO THE SOUTHWESTERN LINE OF SAID LOT 3, NORTH 63°45'00" WEST, 198.00 FEET TO A POINT FROM WHICH THE MOST WESTERLY CORNER OF SAID LOT 3 BEARS NORTH 63°45'00" WEST, 102.00 FEET; THENCE LEAVING SAID SOUTHWESTERN LINE NORTH 26°15'00" EAST, 125.00 FEET TO A POINT ON A LINE PARALLEL WITH AND 32.00 FEET NORTHEASTERLY OF THE SOUTHWESTERN LINE OF SAID LOT 4; THENCE ALONG SAID PARALLEL LINE SOUTH 63°45'00" EAST, 48.00 FEET TO THE NORTHWESTERN LINE OF SAID LOT 7; THENCE ALONG SAID NORTHWESTERN LINE AND ALSO THE NORTHWESTERN LINE OF SAID LOT 6, NORTH 26°15'00" EAST, 134.00 FEET TO A POINT FROM WHICH THE MOST WESTERLY CORNER OF SAID LOT 6 BEARS SOUTH 26°15'00" WEST, 73.00 FEET; THENCE LEAVING SAID NORTHWESTERN LINE SOUTH 63°45'00" EAST, 150.00 FEET TO THE POINT OF BEGINNING.

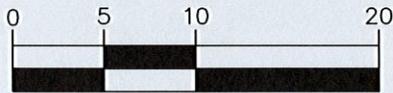
APN: 008-0638-007-11

EXHIBIT "B"

THOMAS L. BERKELEY WAY
(FORMERLY 20TH STREET) (80' PUBLIC R/W)



GRAPHIC SCALE



(IN FEET)
1 inch = 10 ft.



Patrick M. Rei

PATRICK M. REI,
CA LS 8178

02/24/2023

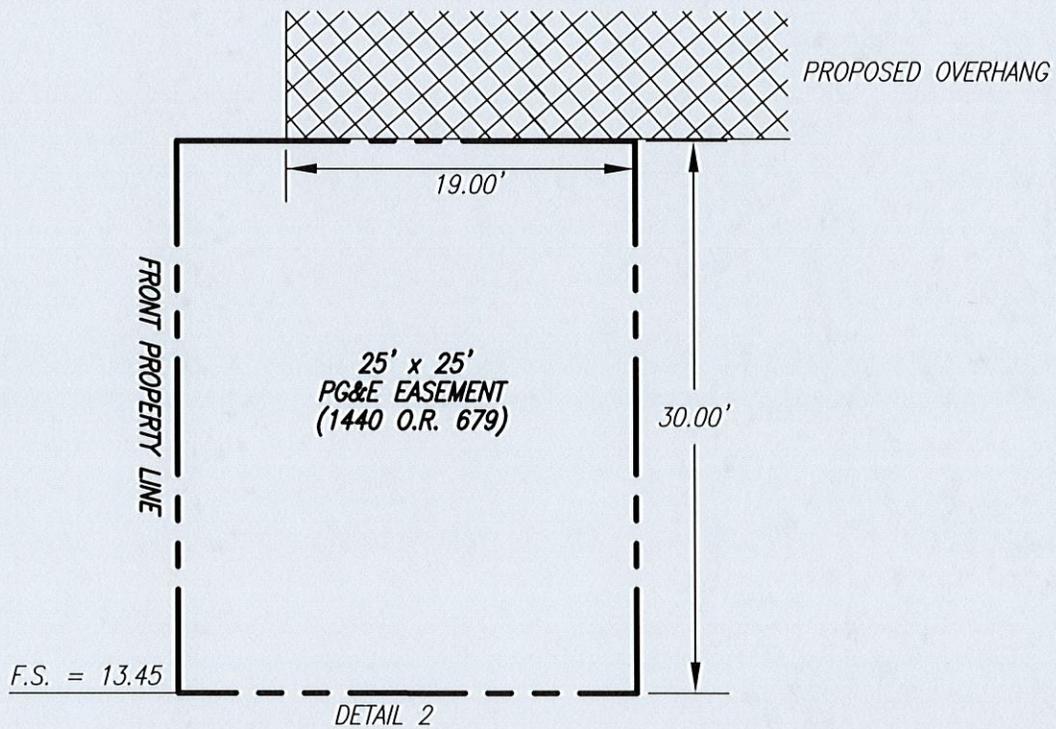
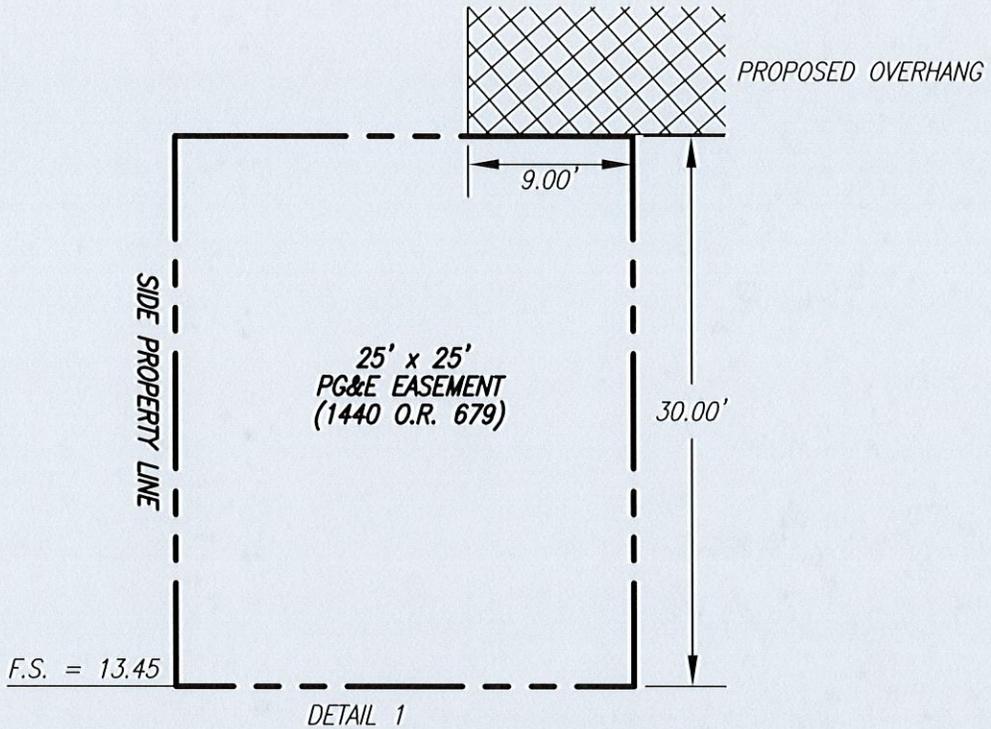
DATE

C:\PROJECTS\20002\PG&E EXHIBIT 221115 PR.dwg 2/24/23

REFERENCE	DESCRIPTION	KISTER, SAVIO & REI, INC LAND SURVEYORS - CIVIL ENGINEERS 825 SAN PABLO AVENUE PINOLE, CA. 94564	
	PROPOSED BUILDING OVERHANG ABOVE PG&E EASEMENT 415 20TH STREET	PHONE: (510) 222-4020 FAX (510) 222-3718	
		FOR: HINES	
		DATE: 02/24/2023	JOB No. 20002
	OAKLAND CALIFORNIA	SCALE: 1" = 10'	DWG No. SHEET 1

ku

C:\PROJECTS\20002\PG&E EXHIBIT 221115 PR.dwg 2/24/23



REFERENCE	DESCRIPTION	KISTER, SAVIO & REI, INC	
	<p align="center">PROPOSED BUILDING OVERHANG ABOVE PG&E EASEMENT 415 20TH STREET</p> <p>OAKLAND CALIFORNIA</p>	<p align="center">LAND SURVEYORS - CIVIL ENGINEERS 825 SAN PABLO AVENUE PINOLE, CA. 94564</p>	
		<p>PHONE: (510) 222-4020 FAX (510) 222-3718</p> <p>FOR: HINES</p>	
		DATE: 02/24/2023	JOB No. 20002
		SCALE: 1" = 10'	DWG No. SHEET 2

Wk

Attachment 2

Underground Electric Vault Easement

2301-04-0469

AFTER RECORDING, RETURN TO:

FOR RECORDER'S USE ONLY

RE: 1440 IM:679

2

AX23988

AFTER RECORDING PLEASE MAIL TO,
PACIFIC GAS & ELECTRIC COMPANY,
ATTN. LAND SUPERVISOR
1625 CLAY STREET, OAKLAND 19

RECORDED at REQUEST OF
PACIFIC GAS AND ELECTRIC COMPANY
At 9:30 A. Min. Past M.

FEB 23 1965

OFFICIAL RECORDS OF
ALAMEDA COUNTY, CALIFORNIA
JACK G. BLUE
COUNTY RECORDER

280

X

Consideration or value of interest conveyed herein does not exceed \$100.00

WELLS FARGO BANK, a California corporation, hereinafter called Bank, hereby grants to PACIFIC GAS AND ELECTRIC COMPANY, a California corporation, hereinafter called Pacific, the right to excavate for, construct, reconstruct, maintain and use an underground vault and to install, replace, maintain, and use therein such transformers, wires, and other devices and equipment as Pacific shall from time to time elect for the transformation, transmission and distribution of electric energy within the parcel of land, situate in the City of Oakland, County of Alameda, State of California, described as follows:

Beginning at the intersection of the northwesterly boundary line of Lot 6, as said Lot 6 is shown upon the map of Fountain Place filed for record in the office of the County Recorder of said County of Alameda in Book 3 of Maps at page 28, with the southwesterly boundary line of 20th Street and running thence southwesterly along the northwesterly boundary line of said Lot 6, a distance of 25.0 feet; thence southeasterly, parallel with the southwesterly boundary line of 20th Street, 25.0 feet; thence northeasterly, parallel with the northwesterly boundary line of said Lot 6, a distance of 25.0 feet to a point in the southwesterly boundary line of 20th Street; thence northwesterly, along the last mentioned boundary line, 25.0 feet to the point of beginning.

Bank shall have the right to install, replace, maintain and use curbs, sidewalks and storm drainage facilities within said parcel of land.

Except as herein provided Bank shall not erect or construct any building or other structure, or drill or operate any well, within said parcel of land.

The provisions hereof shall inure to the benefit of and bind the successors and assigns of the respective parties hereto.

IN WITNESS WHEREOF Bank has executed these presents this 3rd day of December, 1964.

WELLS FARGO BANK

By G. E. Downey
Its Vice President

And By [Signature]
Its Manager

Doc OK for
W. MALLY 12-8-64
J. [Signature]

Prepared [Signature]
[Signature]
NOV 25 1964

East Bay
W.O. 9-1095-B City of Oakland
Div. Dwg. W.O. 9-1095-B 268 D

P.G. & E. CO.
COPY

STATE OF CALIFORNIA

AX23988

RE: 1440 IM: 680

City & County of San Francisco

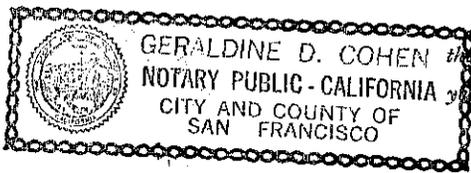
ss.

On this 3rd day of December, in the year 1964, before me, Geraldine D. Cohen

Notary Public in and for the said City and County, duly commissioned and sworn, personally appeared

W. Dourney and J. H. Greener
known to me to be the Vice President and General Manager
respectively

of the corporation that executed the within instrument, and to be the persons who executed the said instrument on behalf of said corporation therein named, and acknowledged to me that such corporation executed the within instrument pursuant to its by-laws or a resolution of its board of directors.



IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal in City of County of San Francisco, the day and year in this certificate first above written.

Geraldine D. Cohen

GERALDINE D. COHEN
NOTARY PUBLIC in and for the City & County
of San Francisco, State of California.
My Commission Expires January 11, 1965, State of California

Notary Public in and for the _____ County of _____
My Commission Expires .. _____

Attachment 3

Environmental Declaration

*ENVIRONMENTAL DECLARATION

(CALIFORNIA FISH AND GAME CODE SECTION 711.4)

LEAD AGENCY NAME AND ADDRESS

LEAD AGENCY
City of Oakland
Department of Planning and Building
Bureau of Planning
250 Frank Ogawa Plaza Suite 3315
Oakland Ca 94612

Project Applicant
415 20th Street, LLC.

FOR COUNTY CLERK USE ONLY

ENDORSED
FILED
ALAMEDA COUNTY

MAY 27 2021

MELISSA WILK, County Clerk
By  Deputy

FILE NO: 21-202

CLASSIFICATION OF ENVIRONMENTAL DOCUMENT: (PLEASE MARK ONLY ONE CLASSIFICATION)

1. NOTICE OF EXEMPTION / STATEMENT OF EXEMPTION

A - STATUTORILY OR CATEGORICALLY EXEMPT

\$ 50.00 - COUNTY CLERK HANDLING FEE

2. NOTICE OF DETERMINATION (NOD)

A - NEGATIVE DECLARATION (OR MITIGATED NEG. DEC.)

\$ 2,480.25 - STATE FILING FEE

\$ 50.00 - COUNTY CLERK HANDLING FEE

B - ENVIRONMENTAL IMPACT REPORT (EIR)

\$ 3,445.25 - STATE FILING FEE paid see receipt

\$ 50.00 - COUNTY CLERK HANDLING FEE

3. OTHER: _____

A COPY OF THIS FORM MUST BE COMPLETED AND SUBMITTED WITH EACH COPY OF AN ENVIRONMENTAL DECLARATION BEING FILED WITH THE ALAMEDA COUNTY CLERK.

BY MAIL FILINGS:

PLEASE INCLUDE FIVE (5) COPIES OF ALL NECESSARY DOCUMENTS AND TWO (2) SELF-ADDRESSED ENVELOPES.

IN PERSON FILINGS:

PLEASE INCLUDE FIVE (5) COPIES OF ALL NECESSARY DOCUMENTS AND ONE (1) SELF-ADDRESSED ENVELOPES.

ALL APPLICABLE FEES MUST BE PAID AT THE TIME OF FILING.

FEES ARE EFFECTIVE JANUARY 1, 2021

MAKE CHECKS PAYABLE TO: ALAMEDA COUNTY CLERK

MAY 27 2021

MELISSA WILK, County Clerk
By  Deputy

City of Oakland
Bureau of Planning
250 Frank H. Ogawa Plaza, Suite 2114
Oakland, CA 94612

NOTICE OF EXEMPTION

TO: Office of Planning & Research
P.O. Box 3044, Room 113
Sacramento, CA 95812-3044

Project Title: 415 Thomas L Berkley Way (20th Street)

Case No. PLN20092

Project Applicant: 415 20th Street, LLC.

Project Location: 415 Thomas L. Berkley Way (20th Street), Oakland, CA 94612

Project Description: The project proposes to construct an office tower that would have 862,048 gross square feet of office floor area with a maximum height of 601 feet plus mechanical rooftop screening (622 feet 6 inches at top of mechanical). The tower would include 38 floors consisting of primarily office use, in addition to a ground-level lobby with indoor and outdoor space alongside retail. The project would accommodate 262 automobile parking stalls in four levels of above-ground, podium-style parking garage. The project will also feature an approximately ½-acre open landscaped amenity space atop the vehicular parking podium and a landscaped observation deck on the topmost floor.

Exempt Status:

Statutory Exemptions

Categorical Exemptions

- Ministerial {Sec.15268}
- Feasibility/Planning Study {Sec.15262} {Sec.15302}
- Emergency Project {Sec.15269}
- Other: {Sec._____}

- Existing Facilities {Sec.15301}
- Replacement or Reconstruction
- Small Structures {Sec.15303}
- Accessory Facilities {Sec.15311}
- In-fill Development {Sec. 15332}
- General Rule {Sec.15061(b)(3)}

Other

- Projects consistent with a community plan, general plan or zoning {Sec. 15183(f)}
- Streamlining for Infill Projects (Sec. 15183.3)**

Reasons why project is exempt: Project has been found to comply with the standards and requirements of Section(s) 15162, 15163, 15168, 15180, 15183, and 15183.3 of the California Environmental Quality Act.

Lead Agency: City of Oakland, Planning and Building Department, Bureau of Planning, 250 Frank H. Ogawa Plaza, Suite 2114, Oakland, CA 94612

Department/Contact Person: Rebecca Lind Acting Planner IV

Phone: 510-238-3472

Signature Catherine Payne for Ed Manasse, Environmental Review Officer)  Date: May 25, 2021

Pursuant to Section 711.4(d)(1) of the Fish and Game Code, statutory and categorical exemptions are also exempt from Department of Fish and Game filing fees.

415 20th St NOE - Covid 19

Final Audit Report

2021-05-25

Created:	2021-05-25
By:	Rebecca Lind (RLind@oaklandca.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAxO9xUSJlwaZgy-2oAHg303kSwHfJ_egs

"415 20th St NOE - Covid 19" History

-  Document created by Rebecca Lind (RLind@oaklandca.gov)
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-  Document emailed to Catherine Payne (CPayne@oaklandca.gov) for signature
2021-05-25 - 4:39:45 PM GMT
-  Email viewed by Catherine Payne (CPayne@oaklandca.gov)
2021-05-25 - 4:42:20 PM GMT- IP address: 209.232.103.88
-  Document e-signed by Catherine Payne (CPayne@oaklandca.gov)
Signature Date: 2021-05-25 - 4:42:37 PM GMT - Time Source: server- IP address: 209.232.103.88
-  Agreement completed.
2021-05-25 - 4:42:37 PM GMT



City of
Oakland

POWERED BY
Adobe Sign

Attachment 4

Notice of Determination

NOTICE OF DETERMINATION
California Environmental Quality Act (CEQA)

DATE: **May 25, 2021**

TO: Office of Planning and Research
State Clearinghouse
1400 Tenth Street
Sacramento, CA 95814

FROM: City of Oakland
Department of Planning & Building
250 Frank H. Ogawa Plaza, Suite 2114
Oakland, CA 94612
Contact: **Rebecca Lind, Acting Planner IV 510-238-3472**

SUBJECT: Filing of Notice of Determination in compliance with Section 21108 or 21152 of the Public Resources Code

PROJECT TITLE: 415 Thomas L Berkley Way (20th Street) – PLN20092
STATE CLEARINGHOUSE NUMBER (If submitted to State Clearinghouse): No. 1997062089 & No. 2010102024
PROJECT APPLICANT: 415 20 th Street, LLC. 1970 Broadway, Suite 400, Oakland, CA 94612
PROJECT LOCATION: 415 Thomas L Berkley Way (20th Street), APN 008063800711
PROJECT DESCRIPTION: The project proposes to construct an office tower that would have 862,048 gross square feet of office floor area with a maximum height of 601 feet plus mechanical rooftop screening (622 feet 6 inches at top of mechanical). The project would result in construction of the tallest building currently in Oakland (approximately 200 feet taller than the Ordway Building). The tower would include 38 floors consisting of primarily office use, in addition to a ground-level lobby with indoor and outdoor space alongside retail. The project would accommodate 262 automobile parking stalls in four levels of above-ground, podium-style parking garage. The project will also feature an approximately ½-acre open landscaped amenity space atop the vehicular parking podium and a landscaped observation deck on the topmost floor.

This is to advise that the City of Oakland as x the Lead Agency, a Responsible Agency, for the above described project has approved and has made the following determinations regarding the above described project on May 20, 2021:

1. The Project will, x will not, have a significant effect on the environment.
2. x An Environmental Impact Report was prepared and certified for this project pursuant to the provisions of CEQA on May 20, 2021.
 A Negative Declaration was prepared for project this pursuant to the provisions of CEQA.
 A Mitigated Negative Declaration was prepared for project this pursuant to the provisions of CEQA.
The Negative Declaration, Mitigated Negative Declaration, x EIR, and record of project approval may be examined at: City of Oakland, Bureau of Planning, 250 Frank H. Ogawa Plaza, Suite 2114, Oakland, CA 94612, or online at: [City of Oakland | Current Environmental Review \(CEQA/EIR\) Documents... \(oaklandca.gov\)415 Thomas L Berkley Way\(20th St\) PLN20092-](http://City of Oakland | Current Environmental Review (CEQA/EIR) Documents... (oaklandca.gov)415 Thomas L Berkley Way(20th St) PLN20092-)
3. Mitigation measures x were, were not, made a condition of approval of the project.
4. A Statement of Overriding Considerations x was, was not, adopted for this project.
5. Findings x were, were not, made pursuant to the provisions of CEQA (14 California Code of Regulations, Section 15091).

May 27, 2021

Date


Ed Manasse (May 27, 2021 20:07 PDT)

Ed Manasse
Department of Planning & Building
Environmental Review Officer

415 20th St NOD - Covid 19v2

Final Audit Report

2021-05-28

Created:	2021-05-27
By:	Rebecca Lind (RLind@oaklandca.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAskYCEAzZnuCfc7ayn5oN-vM8Ry4Z0dPV

"415 20th St NOD - Covid 19v2" History

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-  Agreement completed.
2021-05-28 - 3:07:44 AM GMT



City of
Oakland

POWERED BY
Adobe Sign

**PG&E Gas and Electric
Advice Submittal List
General Order 96-B, Section IV**

AT&T
Albion Power Company

Alta Power Group, LLC
Anderson & Poole

Atlas ReFuel
BART

Barkovich & Yap, Inc.
Braun Blaising Smith Wynne, P.C.
California Community Choice Association
California Cotton Ginners & Growers Assn
California Energy Commission

California Hub for Energy Efficiency
Financing

California Alternative Energy and
Advanced Transportation Financing
Authority
California Public Utilities Commission
Calpine

Cameron-Daniel, P.C.
Casner, Steve
Center for Biological Diversity

Chevron Pipeline and Power
City of Palo Alto

City of San Jose
Clean Power Research
Coast Economic Consulting
Commercial Energy
Crossborder Energy
Crown Road Energy, LLC
Davis Wright Tremaine LLP
Day Carter Murphy

Dept of General Services
Don Pickett & Associates, Inc.
Douglass & Liddell
Downey Brand LLP
Dish Wireless L.L.C.

East Bay Community Energy Ellison
Schneider & Harris LLP

Electrical Power Systems, Inc.
Fresno
Engineers and Scientists of California

GenOn Energy, Inc.
Green Power Institute
Hanna & Morton
ICF

iCommLaw
International Power Technology
Intertie

Intestate Gas Services, Inc.

Johnston, Kevin
Kelly Group
Ken Bohn Consulting
Keyes & Fox LLP
Leviton Manufacturing Co., Inc.

Los Angeles County Integrated
Waste Management Task Force
MRW & Associates
Manatt Phelps Phillips
Marin Energy Authority
McClintock IP
McKenzie & Associates

Modesto Irrigation District
NRG Solar

OnGrid Solar
Pacific Gas and Electric Company
Peninsula Clean Energy

Pioneer Community Energy

Public Advocates Office

Redwood Coast Energy Authority
Regulatory & Cogeneration Service, Inc.

Resource Innovations

SCD Energy Solutions
San Diego Gas & Electric Company

SPURR

San Francisco Water Power and Sewer
Sempra Utilities

Sierra Telephone Company, Inc.
Southern California Edison Company
Southern California Gas Company
Spark Energy
Sun Light & Power
Sunshine Design
Stoel Rives LLP

Tecogen, Inc.
TerraVerde Renewable Partners
Tiger Natural Gas, Inc.

TransCanada
Utility Cost Management
Utility Power Solutions
Water and Energy Consulting Wellhead
Electric Company
Western Manufactured Housing
Communities Association (WMA)
Yep Energy