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55702074

RECORDING REQUESTED BY  
AND WHEN RECORDED, RETURN TO

City of Orinda  
22 Orinda Way  
Orinda, California 94563  
Attention: City Clerk



CONTRA COSTA Co Recorder Office  
STEPHEN L. WEIR, Clerk-Recorder  
**DOC- 2010-0120374-00**

Acct 2-Chicago Title  
Thursday, JUN 17, 2010 08:00:00  
FRE \$0.0011

Ttl Pd \$0.00

Nbr-0000502355  
mom/R2/1-23

**FIFTH AMENDMENT TO THE  
DEVELOPMENT AND PRE-ANNEXATION AGREEMENT  
FOR  
GATEWAY VALLEY  
BETWEEN  
CITY OF ORINDA  
AND  
OG PROPERTY OWNER, LLC**

Approved: April 13, 2010

CTC ORI

FIFTH AMENDMENT TO THE DEVELOPMENT  
AND PRE-ANNEXATION AGREEMENT FOR GATEWAY VALLEY BETWEEN  
CITY OF ORINDA AND OG PROPERTY OWNER, LLC

THIS FIFTH AMENDMENT TO THE DEVELOPMENT AND PRE-ANNEXATION AGREEMENT FOR GATEWAY VALLEY BETWEEN CITY OF ORINDA AND OG PROPERTY OWNER, LLC ("Fifth Amendment") is entered into as of this 13 day of April, 2010 by and between the CITY OF ORINDA, a municipal corporation of the State of California ("City"), and OG Property Owner, LLC ("OGLLC").

RECITALS:

This Fifth Amendment is entered into upon the basis of the following facts, understandings and intentions of the parties:

- A. The City Council of the City of Orinda, pursuant to Government Code Sections 65864 through 65869.5 and City Council Resolution No. 19-90 ("Development Agreement Legislation"), enacted Ordinance No. 94-27, adopting the 1994 Development Agreement and Pre-Annexation Agreement, on November 15, 1994; enacted Ordinance No. 99-02, approving the First Amendment to the Development and Pre-Annexation Agreement, on April 20, 1999; enacted Ordinance No. 05-02 at a duly noticed public hearing on March 15, 2005, effective April 16, 2005, approving the Second Amendment and Restatement of the Development and Pre-Annexation Agreement for Gateway Valley between the City of Orinda and Orinda Gateway, LLC and related Conditions of Approval ("March 2005 DA Conditions of Approval"); enacted Ordinance No. 06-05, at a duly noticed public hearing on October 18, 2006, effective immediately, approving the Third Amendment and Restatement of the Development and Pre-Annexation Agreement for development of the Montanera Project in Gateway Valley, and enacted Ordinance No. 07-01, at a duly noticed public hearing on February 6, 2007, effective March 5, 2007, approving the Fourth Amendment and Restatement of the Development and Pre-Annexation Agreement for development of the Montanera Project in Gateway Valley (collectively, "Restated Development Agreement").
- B. On June 17, 2008, the City Manager of the City of Orinda, pursuant to Sections 11.1 and 11.2 of the Restated Development Agreement executed a minor amendment to the Restated Development Agreement ("First Administrative Changes").
- C. The Restated Development Agreement and the First Administrative Changes are hereinafter collectively referred to as the "Development Agreement" or "DA."

- D. The Community Playfields shall be referred to by the numbers set forth on Exhibit 1 attached hereto.
- E. The City and OGLLC desire to (A) implement the agreement of the City and OGLLC in the letter agreement dated July 14, 2009, including: (i) the timing of delivery of the Community Playfields, (ii) the design and construction of a City maintenance area, (iii) adjusting the requisite sizes of ballfields to be consistent with recommendations made by and approved by the Orinda Parks and Recreation Commission on June 13, 2007 and the Planning Commission on February 26, 2008, and (iv) providing a density increase for certain lots located adjacent to open space. In addition, the City and OGLLC desire to also amend the timing of delivery of the Art & Garden Center and to extend the term of the Development Agreement to ensure completion of the Project as contemplated in the Development Agreement, and (B) amend Development Agreement requirements for insurance coverage to conform to current insurance industry practices and terminology.
- F. On February 23, 2010, the Planning Commission considered this Fifth Amendment after duly noticed public hearing and recommended that the City Council approve this Fifth Amendment.
- G. The City of Orinda City Council, after duly noticed public hearings on March 2, 2010, and April 13, 2010, adopted this Fifth Amendment by Ordinance No. 10-01.

NOW THEREFORE, pursuant to Section 11.1 of the Development Agreement, the parties hereto agree to the following:

1. Defined Terms. All terms used herein shall have the meanings given in the Development Agreement except as expressly otherwise provided herein. As noted in the Recitals, above, all references to "Development Agreement" in this Fifth Amendment, except as otherwise expressly stated herein, shall be to the Restated Development Agreement, as modified by the First Administrative Changes.

2. Enumeration of Specific Amendments. The Development Agreement is hereby revised to incorporate the following amendments, consistent with the requirements of Section 11.1 of the Development Agreement. **In all of the following sections, where the amendment revises text, double underline text indicates new text; strikeout text indicates a deletion.**

a. Timing of Delivery of Community Playfields. March 2005 DA Condition of Approval No. 22 is amended as follows:

OGLLC shall submit plans and receive Planning Commission approval of the Community Facilities and Public Improvements, as these terms are defined in the DA. Because the Community Facilities are being constructed by OGLLC for the benefit of the City and the public, the application(s) for the Community Facilities shall be considered a joint application of OGLLC and the City, and all City related application fees shall be waived. The Parks and Recreation Commission shall review and make recommendations to the Planning Commission regarding the plans for the community playfields, Art & Garden Center and the trails and trailheads. The construction plans for the community playfields shall be submitted prior to issuance of a building permit for the first home. Construction of the community playfields shall be completed by issuance of the building permit for the 100<sup>th</sup> home as follows:

- Playfields 1 and 2: the earlier of the issuance of the building permit for the 100th home or June 1, 2011. Notwithstanding the foregoing sentence, OGLLC shall make best efforts to achieve completion and delivery of Playfields 1 and 2 by April 1, 2011.
- Playfields 3 and 5: the earlier of the issuance of the building permit for the 100th home or June 1, 2013.
- Playfield 4: the earlier of the issuance of the building permit for the 200th home or June 1, 2015. Additionally, prior to June 1, 2015, OGLLC may use Playfield 4 for the purpose of temporary soil storage so long as such use complies with all applicable laws and does not interfere with the City's full use and enjoyment of Community Playfields 1, 2, 3 and 5 following their completion and does not delay completion of any Community Playfield.

b. Adjusted Size of Community Playfields & Addition of Picnic Area. Development Agreement Appendix B § 2.B.1, ¶ 4 is amended as follows:

Community Playfields. In the approximate locations shown on Figures A.1 in Appendix A, and B.5, Community Playfields Detail, the following park and ancillary uses shall be developed on approximately 34 acres (collectively, "Community Playfields") partially situated on the OGLLC Lands and partially on EBMUD Lands: (1) a total of 5 field areas, including: (a) one twocombination baseball/soccer fields with a 300' radius baseball field and 360' x 220' soccer field (field of play dimensions of 360' x 200'), (b) one combination baseball/soccer field with a 300' radius baseball field and 320' x 210' soccer field (field of play dimensions of 300' x 180'), (c) one combination soccer/baseball field with a 28300' radius baseball field and a 3900' x 22180' soccer field (field of play dimensions of 300' x 180'), (de) one separate 225300-

foot radius baseball diamond and ~~(ed)~~ one separate 3560' x 2620' soccer field (field of play dimensions of 320' x 220'); (2) parking for 250 cars; (3) public trails and trailheads (10 trailhead spaces and 2 horse trailer spaces); (4) the Maintenance Area described under "Use: Playfield Maintenance Yard;" (5) approximately 2.2 acres of passive park area, including a grass/meadow area measuring a minimum 300' x 120'; (6) a small portion of the public entrance road; (7) other ancillary uses such as restrooms, snack shacks, picnic areas, tot lots (approximately 5,000 square feet in size, located to avoid any possible impacts from overhead power lines or hazards presented by foul balls from the baseball diamonds), landscaping, and storage sheds; and (8) creek restoration and mitigation work. In addition, as shown on the inset in Figure A.1, Appendix A, approximately 50 parking spaces may be replaced at the City's discretion with two public tennis courts and one playfield may be replaced with an Elementary School and an adjacent field (designated for school recreational purposes pursuant to a joint use agreement). See Appendix E. The two northernmost baseball/soccer combination fields shown on Figure B.5 shall include artificial turf (if approved by the SF Bay Regional Water Quality Control Board) and field lighting.

Picnic Area. OGLLC shall construct a picnic area as shown in Exhibit 1B attached hereto. This picnic area shall be completed no later than Playfields 1 and 2.

c. Field House (Maintenance Area). The following Sections of the Development Agreement shall be amended, and shall supersede anything to the contrary in the March 2005 Conditions of Approval or the Final Development Plan:

i. Development Agreement Appendix A § 3.G is amended as follows:

A City playfield maintenance yard and building ("Maintenance Area") shall be located as shown on Figure A.1. OGLLC shall design and construct the Maintenance Area. The Maintenance Area shall be dedicated to the City upon completion at no cost to the City.

ii. Development Agreement Appendix B § 2.B.1, ¶ 9 is amended as follows:

Playfield Maintenance Area Yard. A City playfield maintenance yard and building ("Maintenance Area") shall be located as shown on Figure A.1, Appendix A. OGLLC shall design and construct the Maintenance Area, in substantially the location and size depicted on Exhibit 2 hereto ("Maintenance Area Plan"). The Maintenance Area shall

be dedicated to the City upon completion at no cost to the City according to the following schedule:

- all necessary infrastructure improvements for the Maintenance Area, including site grading, temporary road, and utilities, substantially consistent with the conceptual plan shown on Exhibit 3 hereto (“Maintenance Area Infrastructure”) by October 15, 2010; and
- completion of the Maintenance Area by September 15, 2011.

d. Lots Adjacent to Open Space. Development Agreement Appendix B § 2.E is amended to add a new ¶5 as follows:

Notwithstanding anything to the contrary in this Development Agreement, including but not limited to, Section 2.E, or the Final Development Plan, and subject to the Design Review standards, the lots listed in the table attached hereto as Exhibit 4 (“Open Space Lots”) shall have the option to increase the maximum allowable adjusted floor area by an additional amount up to the maximum additional amount set forth in Exhibit 4, so long as the plan for the additional square footage substantially complies with the intent and purpose of the Final Development Plan development standards and design guidelines for the lot, including Design Review. A fee of \$30.00 per additional square foot to be constructed for the first fifteen (15) Open Space Lots sold within the Project and \$50.00 per additional square foot to be constructed for all remaining Open Space Lots shall be paid as a fee to the City prior to issuance of the building permit for construction of the additional square footage on each such lot. There shall be no restrictions on the City’s uses of fees so collected. This additional floor area may be used for either initial construction or an addition, at the discretion of OGLLC. Upon the initial sale of each Open Space Lot to a third party, OGLLC shall record a notice on title for such lot, in a form acceptable to the City Attorney, that clearly identifies the lot is an Open Space Lot, the maximum amount of additional square footage allowable as set forth in Exhibit 4 and the applicable fee level under this section. The maximum floor area is not an entitlement to build to that size and the size of homes will be determined primarily by the design review standards in the discretion of the City.

Fees required by this section are subject to increases in the Consumer Price Index (CPI) over the effective date of this amendment and shall be calculated as described in Section 3.4 of the Development Agreement.

e. Use of City Payment for Community Playfields. The last sentence of Development Agreement Section 4.4.3(a) shall be amended as follows:

The City shall ~~make two payments to Orinda Gateway LLC, one in the amount of a total of THREE FIVE HUNDRED AND FIFTY THOUSAND DOLLARS (\$3500,000.00) (“Community Playfields Payment”)~~ toward the cost of installing the field lighting, artificial turf fields, restroom facilities, tot lot(s), playground equipment, and/or picnic area(s) (“Eligible Improvements”) associated with the ~~and a second payment in the amount of ONE HUNDRED AND FIFTY THOUSAND DOLLARS (\$150,000.00) toward the cost of installing artificial turf for the two Community Playfields.~~ The City shall reimburse OGLLC for the actual cost of any Eligible Improvements as each is completed up to the full amount of the Community Playfields Payment.

f. Timing for Delivery of Art & Garden Center. The last sentence of Development Agreement Section 4.4.3(b) shall be amended as follows:

~~Orinda Gateway, OGLLC shall commence construction of the Art & Garden Center no later than issuance of the first building permit in Parcel IV and complete construction of the Art & Garden Center by no later than July 15, 2015 within two years after construction has commenced.~~

g. Term. Development Agreement Section 1.1 shall be amended as follows:

Term: The term of this Agreement, commencing on the Effective Date and terminating on April 14, 2035 ~~fifteen (15) years thereafter~~, unless sooner Terminated as provided in this Agreement.

h. Insurance Requirements.

i. Development Agreement Section 5.2 shall be amended as follows:

Liability Insurance. ~~Orinda Gateway, OGLLC~~ shall, at all times during the Term, maintain, or cause to be maintained, liability insurance insuring against bodily injury, property damage and personal injury liability arising out of Orinda Gateway, LLC’s activities under this Agreement, with a combined single liability limit of not less than \$7,600,000.00 (subject to the CPI) per occurrence, such insurance to be in a Commercial General Liability form with at least the following coverages: (i) deleting any employee exclusion on personal injury coverage; (ii) including employees as additional insureds; (iii) providing for ~~blanket contractual liability~~

~~coverage~~, broad form property damage coverage, products completed operations, and owner's protective coverage; (iv) deleting any liquor liability exclusions; and (v) providing for coverage of employers automobile non-ownership liability. Each policy of insurance maintained by Orinda Gateway, LLC hereunder shall name the City, and its boards, commissions, officers, employees and agents, as additional insureds. All such insurance shall be primary and noncontributory; shall provide for severability of interests or that an act or omission of an insured or additional insured which would void or otherwise reduce coverage shall not reduce or void the coverage as to the other insureds or additional insureds, as the case may be; and shall afford coverage for all claims based on acts, omissions, injury and damage which occurred or arose (or the onset of which occurred or arose) in whole or in part during the policy period.

ii. Development Agreement Section 5.4 shall be amended as follow:

General Requirements for Insurance. Each policy of insurance hereunder shall provide that it may not be cancelled or amended without at least thirty (30) days' prior written notice to the City, unless the insurance carrier will not agree to provide such notice to OGLLC. Each insurance policy under this Article V shall be issued by a financially sound company or companies, licensed to do business in the State. ~~Orinda Gateway,~~ OGLLC shall furnish to the City, on or before each effective date of any policy of insurance carried under this Article V, a certificate affirming that: (a) such insurance is in full force and effect; (b) the premiums have been paid in full; (c) the City is designated as an additional insured as required; ~~(d) the policy contains any required waiver of subrogation;~~ and ~~(de)~~ such insurance may not be cancelled or amended without at least thirty (30) days prior written notice to the City, unless the insurance carrier will not agree to provide such notice to OGLLC. In the event the insurance carrier will not agree to provide such notice to OGLLC, OGLLC shall provide written notice to the City within ten (10) days of receiving actual notice from such insurance carrier that it is cancelling or amending a required policy of insurance. Any insurance required to be maintained hereunder may be maintained under a so-called "blanket policy", insuring other Persons and other locations, so long as the amount and coverage of insurance required to be provided hereunder is not thereby diminished.

3. Interpretation.

(a) The Development Agreement shall be construed as having been modified by this Fifth Amendment. Except as expressly modified by this Fifth Amendment, the Development Agreement remains in full force and effect.



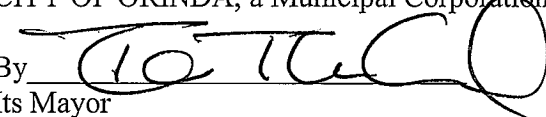
(b) In the case of conflict between the provisions hereof and the terms of the Development Agreement, including the Final Development Plan ("FDP"), the provisions hereof shall control.

4. Effective Date: Recordation. The Effective Date of this Fifth Amendment shall be the later of the dates on which the City and OGLLC execute this Fifth Amendment, which shall then be recorded as provided in Section 2.1 of the Development Agreement.

IN WITNESS WHEREOF, the City and OGLLC have executed this Fifth Amendment pursuant to Section 11.1 of the Development Agreement to signify their commitment to be bound hereby as of the day and year first written above.

CITY:

CITY OF ORINDA, a Municipal Corporation of the State of California

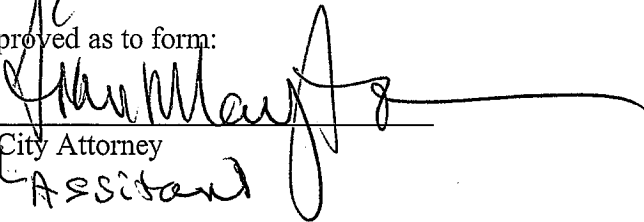
By   
Its Mayor

*[signature must be notarized]*

Attest:

By   
Its City Clerk

Approved as to form:

By   
Its City Attorney

Assistant

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

State of California

County of Contra Costa }

On 6/8/10 before me, Michele L. Olsen, Notary Public  
Date Here Insert Name and Title of the Officer

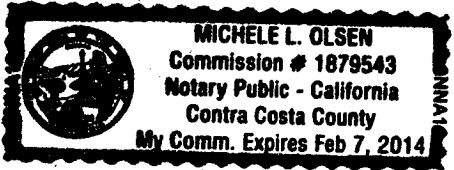
personally appeared Thomas T. McCormick  
Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.

Signature: Michele L. Olsen  
Signature of Notary Public



Place Notary Seal and/or Stamp Above

**OPTIONAL**

*Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.*

**Description of Attached Document**

Title or Type of Document: \_\_\_\_\_

Document Date: \_\_\_\_\_ Number of Pages: \_\_\_\_\_

Signer(s) Other Than Named Above: \_\_\_\_\_

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: \_\_\_\_\_ Signer's Name: \_\_\_\_\_

- |   |   |   |   |
|---|---|---|---|
| <input type="checkbox"/> Corporate Officer — Title(s): _____<br><input type="checkbox"/> Individual<br><input type="checkbox"/> Partner — <input type="checkbox"/> Limited <input type="checkbox"/> General<br><input type="checkbox"/> Attorney in Fact<br><input type="checkbox"/> Trustee<br><input type="checkbox"/> Guardian or Conservator<br><input type="checkbox"/> Other: _____ | <p style="text-align: center; font-weight: bold; font-size: small;">RIGHT THUMBPRINT<br/>OF SIGNER</p> <p style="text-align: center; font-size: x-small;">Top of thumb here</p> | <input type="checkbox"/> Corporate Officer — Title(s): _____<br><input type="checkbox"/> Individual<br><input type="checkbox"/> Partner — <input type="checkbox"/> Limited <input type="checkbox"/> General<br><input type="checkbox"/> Attorney in Fact<br><input type="checkbox"/> Trustee<br><input type="checkbox"/> Guardian or Conservator<br><input type="checkbox"/> Other: _____ | <p style="text-align: center; font-weight: bold; font-size: small;">RIGHT THUMBPRINT<br/>OF SIGNER</p> <p style="text-align: center; font-size: x-small;">Top of thumb here</p> |
|---|---|---|---|

Signer Is Representing: \_\_\_\_\_

Signer Is Representing: \_\_\_\_\_

OGLLC:

**OG PROPERTY OWNER, LLC**, a Delaware limited liability company

By: Orinda Gateway Holdings, LLC,  
a Delaware limited liability company,  
its Sole Member

By: Orinda Gateway, LLC,  
a California limited liability company,  
its Sole Member

By: Brookside Land Company, LLC,  
a California limited liability company,  
its Administrative Member

By: \_\_\_\_\_  
Name: CHRIS KEUICH  
Title: MEMBER  
*[signature must be notarized]*

Approved as to form:

Holland & Knight LLP  
Attorneys for OGLLC

BY: \_\_\_\_\_  
Tamsen Plume

**ACKNOWLEDGMENT**

State of California  
County of Orange

On May 19, 2010 before me, Scott N. Zachry, public notary  
(insert name and title of the officer)

personally appeared Chris Yelich,  
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 Scott N. Zachry (Seal)

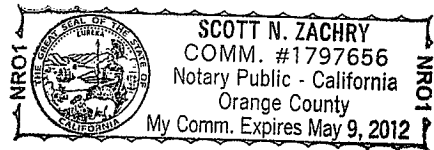
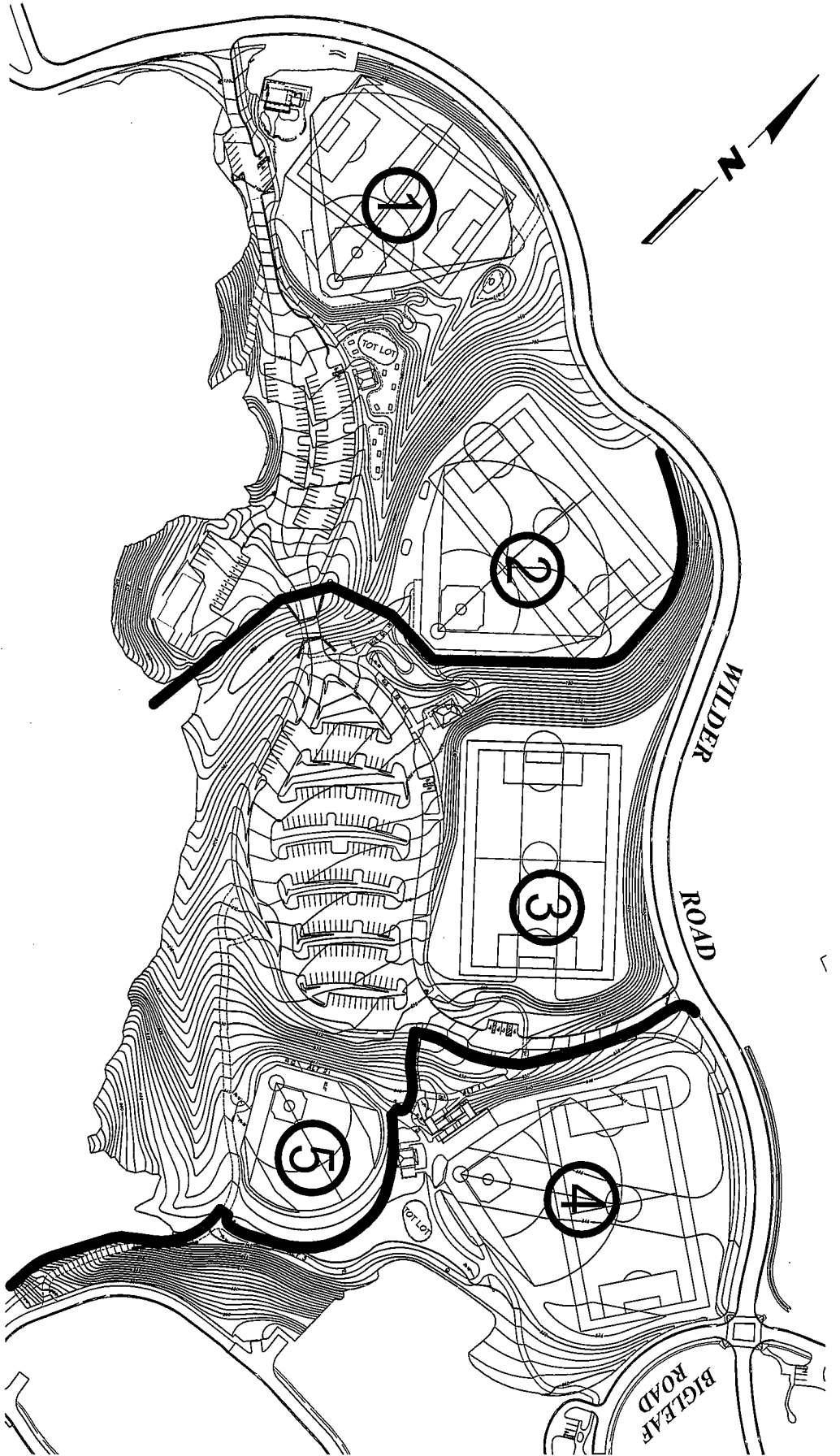


Exhibit 1: Community Playfields Numbers

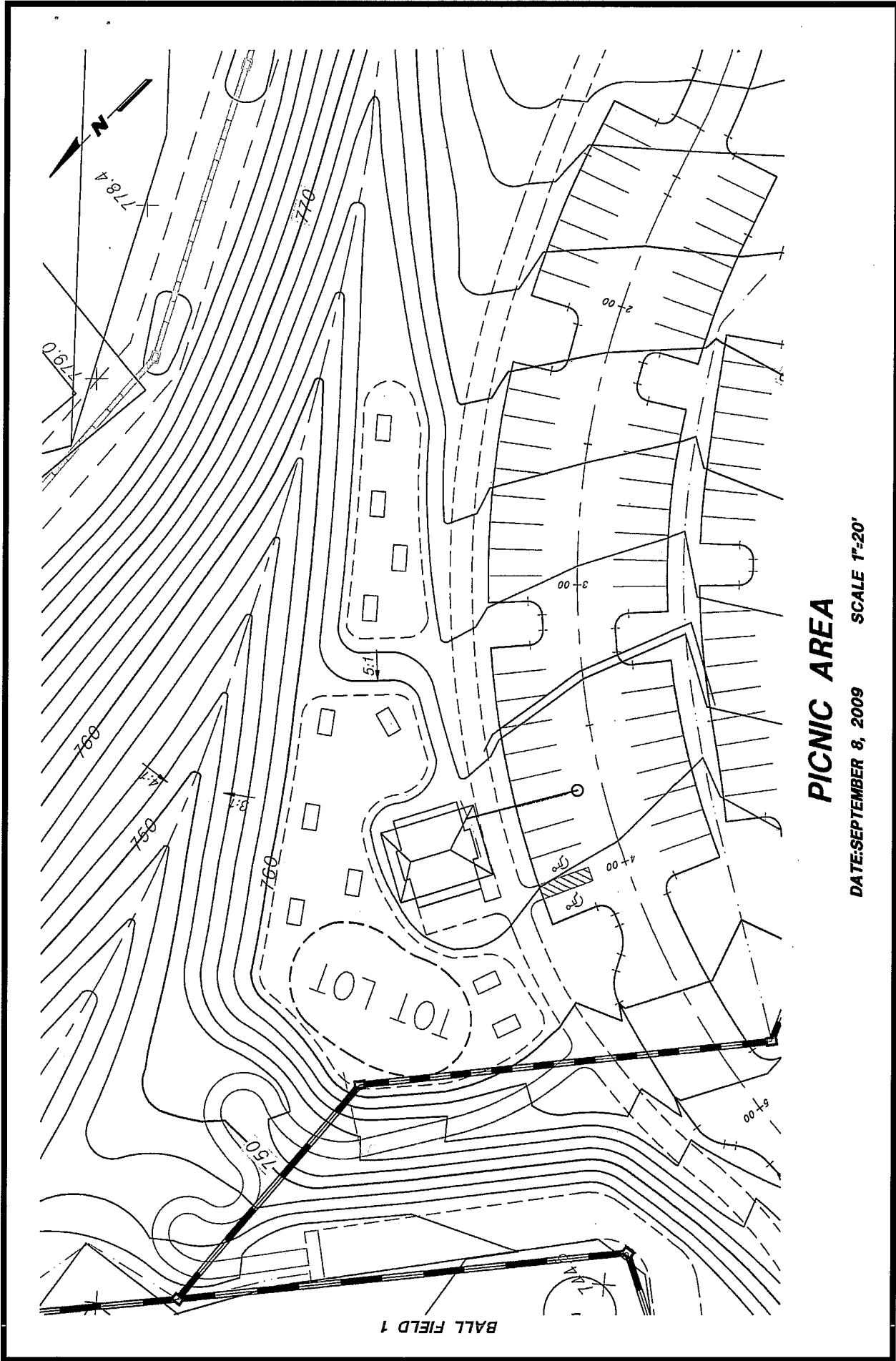


**TRACT NO. 9074**  
**WILDER**  
 CITY OF ORINDA, CALIFORNIA

**BALLFIELD EXHIBIT**  
 DATE: JANUARY 14, 2010

**P/A** Design Resources, Inc.  
 Planning ■ Engineering ■ Surveying  
 2700 Ynacio Valley Road, Suite 100  
 Walnut Creek, California 94598-3482 TEL: (925) 210-9300

Exhibit 1B: Picnic Area



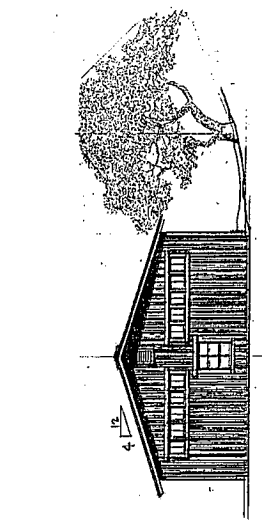
# PICNIC AREA

DATE: SEPTEMBER 8, 2009 SCALE 1"=20'

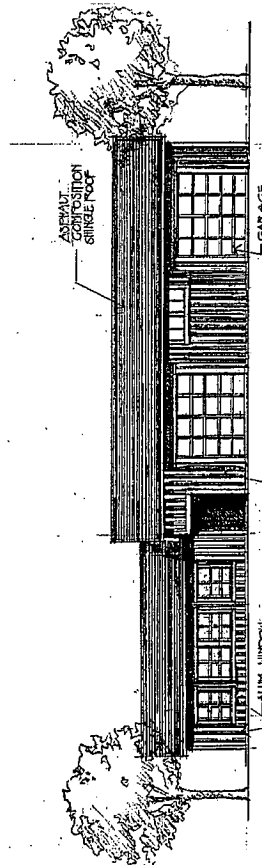


Exhibit 2: Maintenance Area Plan

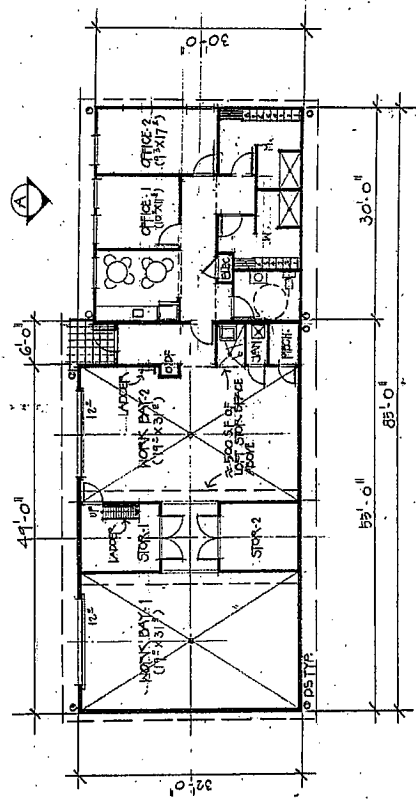




(B) SOUTH ELEVATION 1/8" = 1'-0"



(A) EAST ELEVATION 1/8" = 1'-0"



FLOOR PLAN 1/8" = 1'-0" 01-07-2010 HART HOWERTON  
 TOTAL AREA : 2,600 S.F.

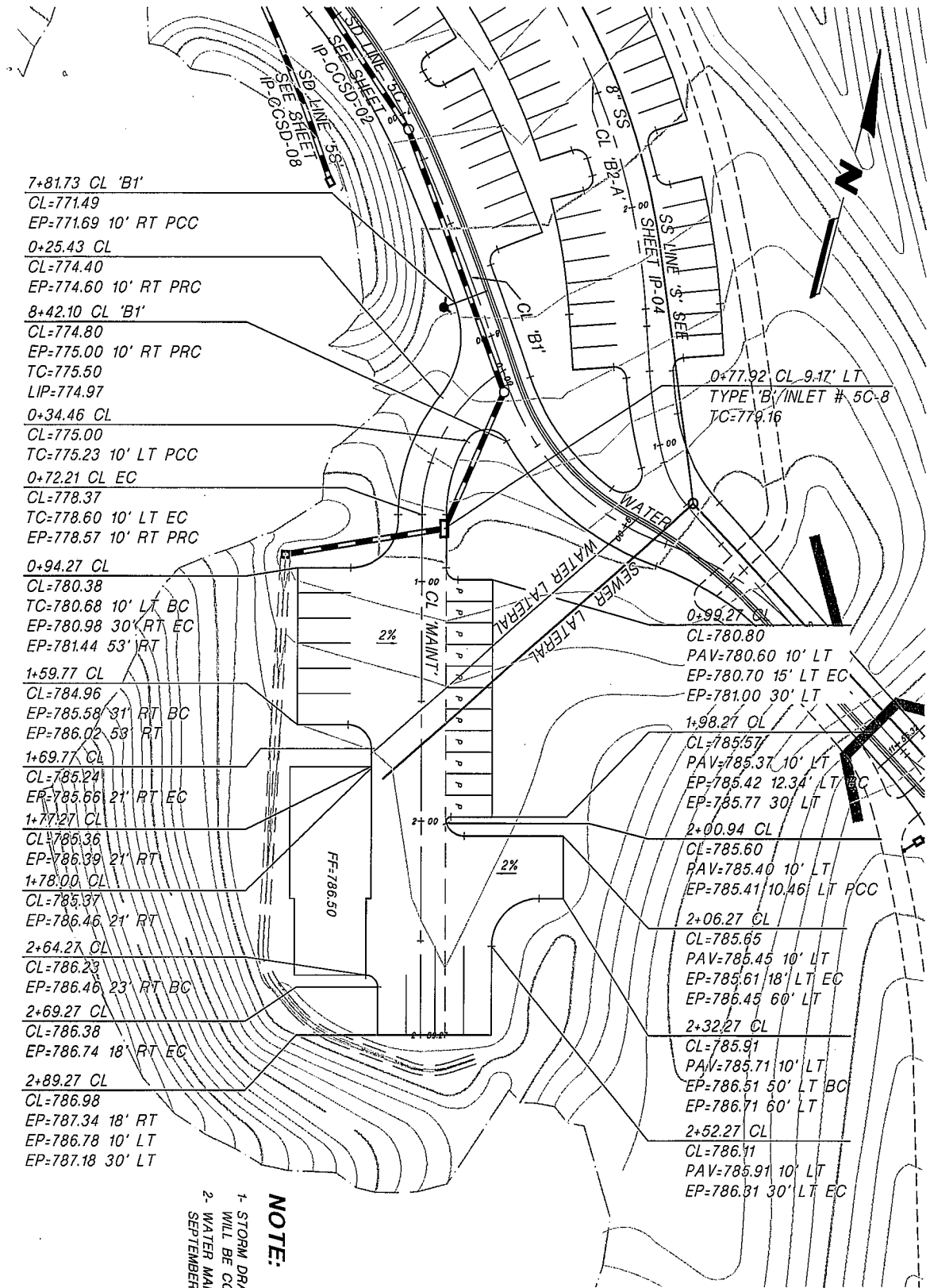
WILDER PUBLIC WORKS/PARKS MAINTENANCE FACILITY

Exhibit 3: Maintenance Area Infrastructure

**MAINTENANCE FACILITY**

- 7+81.73 CL 'B1'
- CL=771.49
- EP=771.69 10' RT PCC
- 0+25.43 CL
- CL=774.40
- EP=774.60 10' RT PRC
- 8+42.10 CL 'B1'
- CL=774.80
- EP=775.00 10' RT PRC
- TC=775.50
- LIP=774.97
- 0+34.46 CL
- CL=775.00
- TC=775.23 10' LT PCC
- 0+72.21 CL EC
- CL=778.37
- TC=778.60 10' LT EC
- EP=778.57 10' RT PRC
- 0+94.27 CL
- CL=780.38
- TC=780.68 10' LT BC
- EP=780.98 30' RT EC
- EP=781.44 53' RT
- 1+59.77 CL
- CL=784.96
- EP=785.58 31' RT BC
- EP=786.02 53' RT
- 1+69.77 CL
- CL=785.24
- EP=785.66 21' RT EC
- 1+77.27 CL
- CL=785.36
- EP=786.39 21' RT
- 1+78.00 CL
- CL=785.37
- EP=786.46 21' RT
- 2+64.27 CL
- CL=786.23
- EP=786.46 23' RT BC
- 2+69.27 CL
- CL=786.38
- EP=786.74 18' RT EC
- 2+89.27 CL
- CL=786.98
- EP=787.34 18' RT
- EP=786.78 10' LT
- EP=787.18 30' LT

**NOTE:**  
 1- STORM DRAIN AND SANITARY SEWER INFRASTRUCTURES WILL BE CONSTRUCTED BY OCTOBER 2010.  
 2- WATER MAIN AND LATERAL WILL BE CONSTRUCTED BY SEPTEMBER 15, 2011.



- 0+77.92 CL 9.17' LT
- TYPE B/INLET # 5C-8
- TC=779.16
- 0+99.27 CL
- CL=780.80
- PAV=780.60 10' LT
- EP=780.70 15' LT EC
- EP=781.00 30' LT
- 1+98.27 CL
- CL=785.57
- PAV=785.37 10' LT
- EP=785.42 12.34' LT BC
- EP=785.77 30' LT
- 2+00.94 CL
- CL=785.60
- PAV=785.40 10' LT
- EP=785.41 10.46' LT PCC
- 2+06.27 CL
- CL=785.65
- PAV=785.45 10' LT
- EP=785.61 18' LT EC
- EP=786.45 60' LT
- 2+32.27 CL
- CL=785.91
- PAV=785.71 10' LT
- EP=786.51 50' LT BC
- EP=786.71 60' LT
- 2+52.27 CL
- CL=786.91
- PAV=786.91 10' LT
- EP=786.31 30' LT EC

Exhibit 4: Lots Adjacent to Open Space Eligible for Possible Increase in Square Footage

END OF DOCUMENT

Exhibit 4  
Open Space Lot Square Footage

Lot	Lot Type	Max. Allowable SF	Maximum Allowable Additional Open Space SF	Total Maximum Allowable SF	Lot Area
1	D	5,000	1,311	6,311	23,464
2	D	5,000	1,707	6,707	30,414
35	D	5,000	1,093	6,093	22,928
65	A	2,500	1,552	4,052	30,740
66	D	5,000	1,047	6,047	23,989
67	A	2,500	1,333	3,833	14,665
68	C	4,500	1,146	5,646	17,446
69	D	5,000	1,702	6,702	31,677
70	C	4,500	1,420	5,920	30,967
71	D	5,000	1,449	6,449	23,156
72	C	4,500	1,483	5,983	23,693
73	D	5,000	1,566	6,566	24,664
74	D	5,000	1,669	6,669	26,668
75	D	5,000	1,453	6,453	23,218
76	C	4,500	1,140	5,640	18,218
77	D	5,000	1,777	6,777	19,564
78	D	5,000	1,910	6,910	21,579
79	D	5,000	1,873	6,873	22,446
84	D	5,000	1,530	6,530	20,064
85	A	2,500	614	3,114	9,811
86	A	2,500	848	3,348	13,555
87	B	3,800	797	4,597	12,731
88	A	2,500	670	3,170	10,711
89	C	4,500	1,029	5,529	16,439
95	C	4,500	1,329	5,829	19,570
96	C	4,500	1,323	5,823	16,501
107	C	4,500	1,020	5,520	16,519
108	C	4,500	1,426	5,926	20,695
164	D	5,000	1,393	6,393	27,891
165	C	4,500	2,083	6,583	17,459
166	D	5,000	1,039	6,039	22,477
167	D	5,000	1,103	6,103	35,434
171	D	5,000	1,398	6,398	27,403
172	D	5,000	1,115	6,115	27,677
183	D	5,000	1,330	6,330	19,592
184	D	5,000	1,370	6,370	30,906
185	C	4,500	1,234	5,734	20,618
204	D	5,000	1,870	6,870	30,382
205	D	5,000	1,764	6,764	19,588
217	D	5,000	1,281	6,281	20,269
218	A	2,500	1,168	3,668	13,312
219	C	4,500	1,622	6,122	18,383
220	A	2,500	1,168	3,668	13,422
221	A	2,500	1,379	3,879	14,207
222	D	5,000	1,281	6,281	22,449
223	A	2,500	1,006	3,506	16,682
224	A	2,500	894	3,394	15,506
225	C	4,500	2,486	6,986	19,000
226	B	3,800	1,909	5,709	16,815
227	D	5,000	1,486	6,486	20,665
228	D	5,000	1,566	6,566	30,807
229	D	5,000	1,568	6,568	32,318
230	C	4,500	1,406	5,906	17,568
231	C	4,500	1,752	6,252	17,104
232	C	4,500	1,666	6,166	16,957
233	D	5,000	1,508	6,508	23,934
238	D	5,000	1,090	6,090	39,739
239	D	5,000	2,079	7,079	36,958
240	D	5,000	2,044	7,044	38,812
241	C	5,000	2,195	7,195	38,971
242	C	4,500	2,367	6,867	37,114
243	D	5,000	2,418	7,418	63,926
244	D	5,000	2,423	7,423	39,977
245	D	5,000	2,437	7,437	42,213
TOTAL OPEN SPACE LOTS 64					
TOTAL ALLOWABLE BASE SF 284,100					
TOTAL MAXIMUM ALLOWABLE BONUS SF 95,108					
TOTAL MAXIMUM ALLOWABLE SF 379,208					
TOTAL LOT AREA 1,523,027					