

**CITY OF OAKLAND
 PLANNING AND BUILDING DEPARTMENT
 250 FRANK H. OGAWA PLAZA. SECOND FLOOR. OAKLAND CA. 94612**

Alternate Method of Construction

**California Building Code
 2019 Edition**

ADDRESS	<u>278 4TH ST</u>	CBC SECTION	<u>705.8, 1028.5</u>
PARCEL	<u>001 015300900</u>	PERMIT	<u>B1605357</u>
AMR	<u>AMR2000112</u>		
APPLICANT	<u>THOMAS DOLAN, AIA</u>	PLAN CHECKER	<u>A. Placido</u>

APPROVED **DENIED**

Code Requirement:

CBC Section 705.8 limits the number of openings on a building’s exterior wall based on fire separation distance and degree of opening protection. CBC Section 1028.5 requires the exit discharge shall provide a direct and unobstructed access to a public way.

Code Request:

The building at 278 4th Street is situated such that it’s rear wall directly abuts an interior lot line at the rear between 278 4th St and 277 5th St. The rear exit door at the first-floor level is located directly against the rear property line. This opening is prohibited by CBC Section 705.8 and the building is situated such that the door opening does not provide an unobstructed access to a public way. The applicant wishes to mitigate the code deficiencies by utilizing a no-build egress easement provided by the owner of the parcel directly behind (278 5th Street) to the owner of 278 4th Street with the City of Oakland designated as a third-party beneficiary to this agreement.

Background:

Under building permit B1605357, the permittee converted an existing commercial building to a group assembly space on the first floor with a live-work residential unit on the second floor. The Floor layout is such that the rear exit door (1 of 2 exit doors required) is situated on the rear wall which maintains the required exit separation distance of one-third the floor plan maximum dimension. This exterior exit door is necessary in maintaining

a compliant means of egress. As an opening in a wall with a fire separation distance less than 3 feet, it is prohibited. However, with an egress easement from the owner of the parcel directly behind to the owner of 278 4th St, a yard is created on another parcel with the same characteristics and requirements of a yard on the subject parcel.

Analysis:

The egress easement on 275 5th St acts the same as a yard which would normally provide direct access to the public way.

Attachments & References:

- Exhibit A – Floor Plans
- Exhibit B – 277 5th St – Egress Easement Site Plan
- Exhibit C – 277 5th St – Egress Easement Document 2010295269

Alternate Method of Construction

APPROVED. This Alternate Materials and Methods Request may be granted with respect to the 2019 Code Section provided the listed Standard and Special Conditions are adhered to:

Standard Conditions of Approval

1. This Alternate Method of Construction (A.M.R.) shall apply solely to this application and shall not be construed as establishing an expressed or implied precedent, policy, guideline, or standard. The Building Official, at his or her sole discretion, may amend or terminate this A.M.R. by written determination.
2. Any design or construction deviation from the requirements specified herein or failure to obtain a final inspection approval of the installation or failure subsequently to maintain and preserve the installation shall void this A.M.R.
3. The property owner and its successors, heirs, or assigns, affiliated companies or corporations, parent companies or corporations, or partners shall indemnify, defend and hold the City of Oakland and its officers, officials, employees, representatives, agents and volunteers harmless against all claims, injuries, damages, losses and suits, including attorney fees and expert witness fees, arising out of or in connection with this A.M.R. This indemnification shall survive the termination of this A.M.R.
4. Design and installation of fire detection, fire extinguishing, and smoke control systems and associated components, including water and power supply, sprinklers, hydrants, fire department connections, and stand pipes, shall conform with the regulations of the Building, Plumbing, Mechanical, Electrical, and Fire Codes, with NFPA standards, and with the requirements of the Building Official and Fire Marshal.

Special Conditions of Approval

1. An egress easement on 277 5th St granted to 278 4th St be established and maintained with City of Oakland as the third-party beneficiary

DENIED. This Alternate Materials and Methods Request may NOT be granted with respect to the 2019 California Building Code based on the following:

Basis of Denial

- 1. NA

Fire Department

Fire Protection Engineer

Philip Basada
Philip Basada (Oct 26, 2021 08:51 PDT)

P. Basada

Date Oct 26, 2021

Fire Marshal

O. Arriola

O. Arriola

Date Oct 26, 2021

Building Department

Plan Checker or Inspection Supervisor

Alain Placido

A. Placido

Date Oct 25, 2021

Acting Building Official

Tim Low

T. Low

Date Oct 25, 2021



Thomas Dolan Architecture
 Architecture
 Urban Design
 Planning and
 Development
 Consultation
 tel. (510) 839-7200
 fax. (510) 839-7219
 tdarch@live-work.com
 www.live-work.com
 377 Clifton Street, #3
 Oakland, California
 94618 U.S.A.



CLIENT:
RADIANCE
 278 4th Street
 Oakland, CA
 415.305.9275 PH.

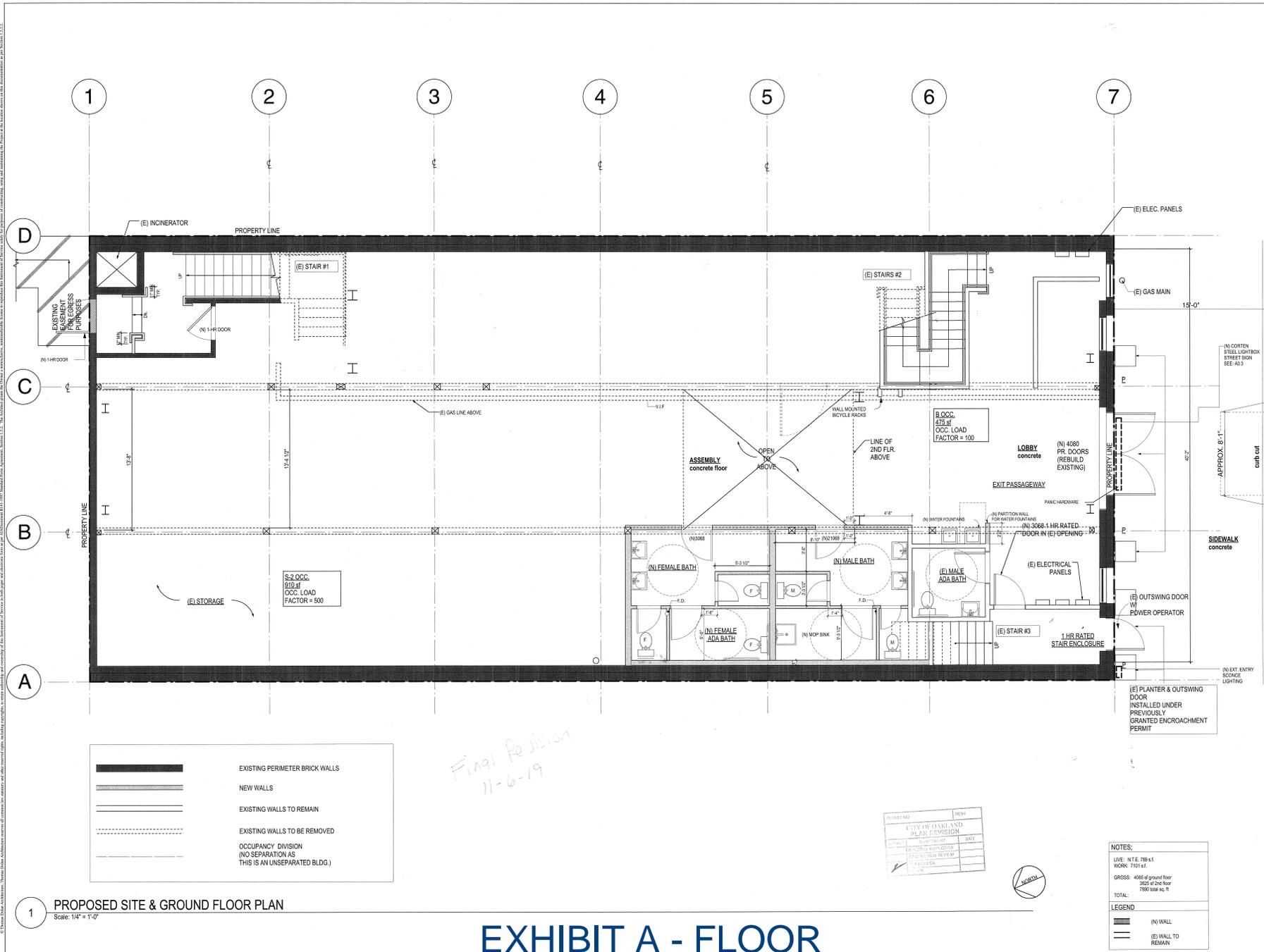
4th Street Conversion
 278 4th Street
 OAKLAND, CA

PROPOSED SITE & FIRST FLOOR PLAN

ISSUE	DESCRIPTION	DATE
AS-BUILTS		12.16.09
SCHEMATIC DESIGN		1.16.10
BLDG. PERMIT SUBMITTAL		1.29.10
PRE-APP SUBMITTAL		10.3.14
CLIP SUBMITTAL		3.12.15
PLAN CHECK COMMENTS		2.24.17
REVISION		05.23.19
REVISION		11.06.19

DATE: 5.12.15
 JOB NO. 00.114
 DRAWN SS, JM, SM

SHEET NO. **A2.10**



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Thomas Dolan Architecture
 Architecture
 Urban Design
 Planning and
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 Consultation
 tel: (510) 839 7200
 fax: (510) 839 7219
 td.arch@live-work.com
 www.live-work.com
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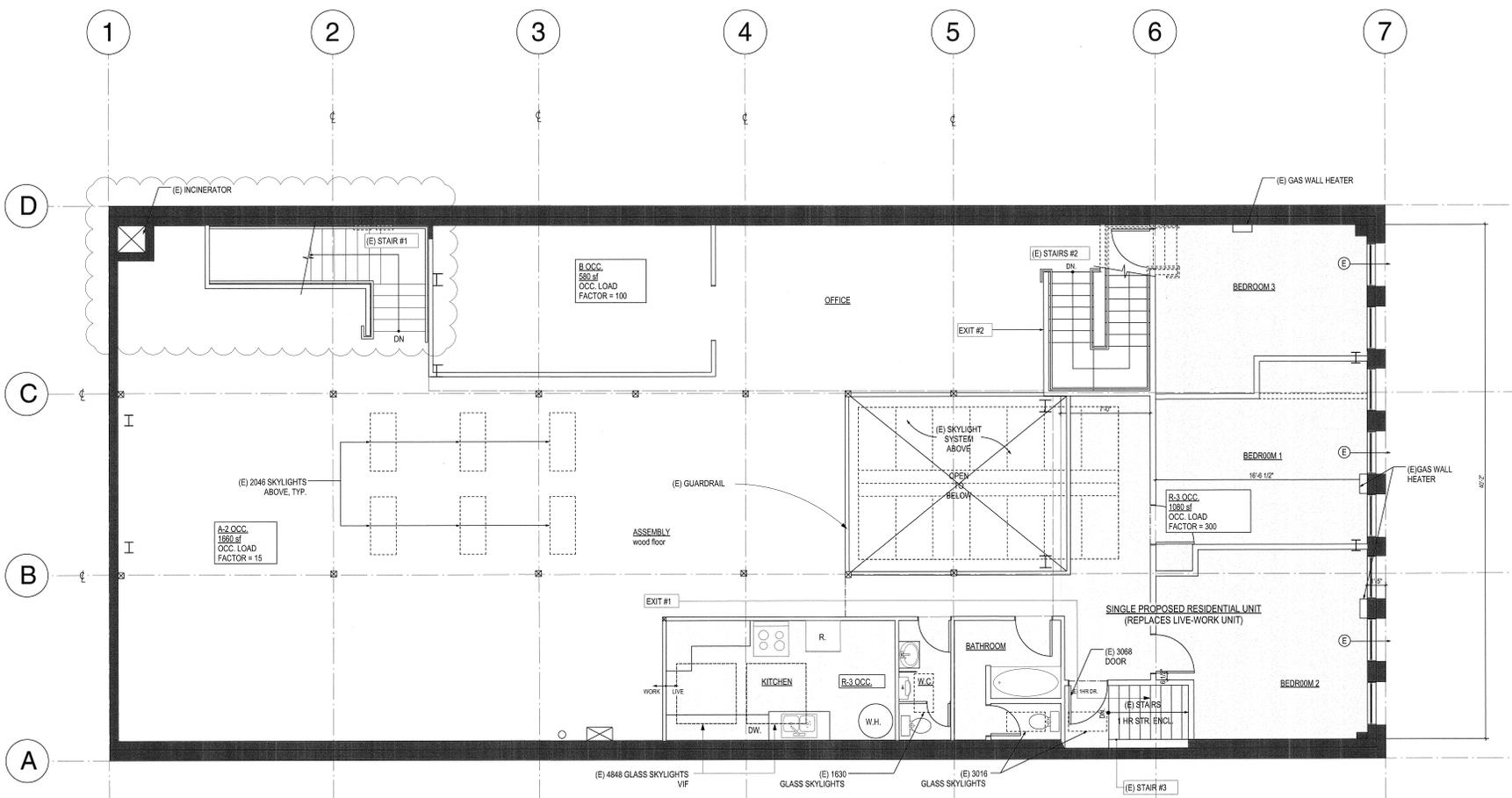
4th Street Conversion
 278 4th Street
 OAKLAND, CA

PROPOSED
SECOND FLOOR PLAN

ISSUE	DESCRIPTION	DATE
AS-BUILTS		12.16.09
	SCHEMATIC DESIGN	1.16.10
	BLDG. PERMIT SUBMITTAL	1.29.10
	PRE-APP SUBMITTAL	10.3.14
	CUP SUBMITTAL	3.12.15
	PLAN CHECK COMMENTS	2.24.17
	REVISION	05.23.19
	REVISION	11.06.19

DATE: 3.12.15
 JOB NO.: 08.114
 DRAWN: SS, DM, SM

SHEET NO. **A2.20**



1 PROPOSED SECOND FLOOR PLAN
 Scale: 1/4" = 1'-0"

EXHIBIT A - FLOOR PLANS 1 OF 3



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TDA **Thomas Dolan Architecture**
 Architecture
 Urban Design
 Planning and
 Development
 Consultation
 tel. (510) 839 7200
 fax. (510) 839 7219
 td.arch@live-work.com
 www.live-work.com
 5253 College Avenue
 Oakland, California
 94618 U.S.A



OWNER:
Dan Dunkle
 278 4th Street
 Oakland, CA
 415.305.9275 PH.
 510.XXX.XXXX FAX

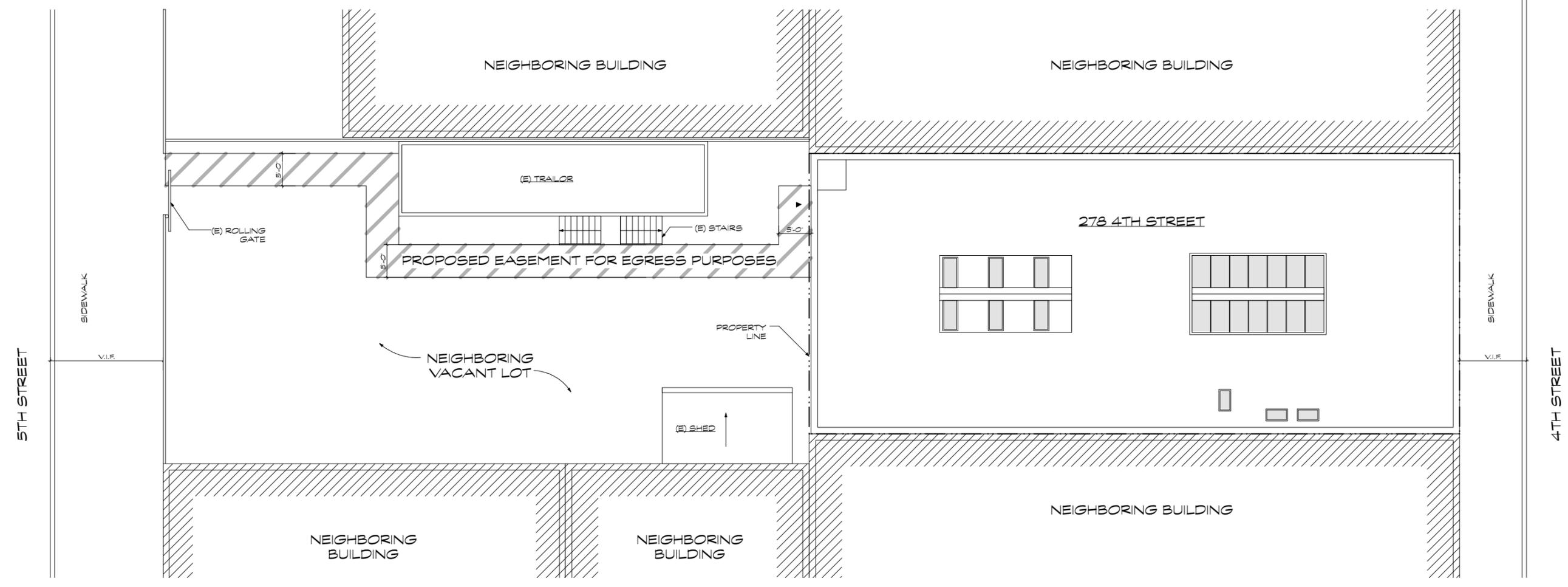
4th Street Conversion
 278 4th Street
 OAKLAND, CA

PROPOSED
 SITE
 PLAN

ISSUE	DESCRIPTION	DATE
	AS-BUILTS	12.16.09
	SCHEMATIC DESIGN	1.16.10
	BLDG. PERMIT SUBMITTAL	1.29.10

DATE: 10.18.21
 JOB NO. 09.114
 DRAWN SS, JM

SHEET NO. **A1.1**



1 PROPOSED SITE PLAN
 Scale: 1/8" = 1'-0"

Recording Requested By
and When Recorded Mail to:

Daniel Dunkle
Radiance
278 - 4th Street
Oakland, CA 94607



2010295269

10/08/2010 04:01 PM

OFFICIAL RECORDS OF ALAMEDA COUNTY
PATRICK O'CONNELL
RECORDING FEE: 36.00



8 PGS

Jm

GRANT OF EASEMENT AND AGREEMENT

THIS AGREEMENT, made this 10th day of August 2010, by and between Stephen Stephanos, hereinafter referred to as "Grantor", and Melvin P. Cavallero, as Trustees of The Melvin P. Cavallero Trust and its tenant, Dan Dunkle and his company, currently known as Radiance, hereinafter referred to jointly as "Grantee".

WHEREAS, The Cavallero Trust is the owner of the real property located at 278 - 4th Street in Oakland, California ("the Building"), described further as follows:

Beginning at a point on the northern line of 4th Street, distant thereon Westerly, 165 feet from the intersection thereof, with the western line of Alice Street; running thence westerly along said line of 4th Street, 43 feet; thence at right angles northerly, 100 feet; then at right angles easterly, 43 feet; thence at right angles southerly, 100 feet to the point of beginning. Being LOT 27, and the western 10 feet of Lot 26, and the eastern 8 feet of Lot 28, in Block 39, as said lots and block are shown on "Kellersberger's Map of Oakland", on file in the office of the County Recorder of Alameda County; and

WHEREAS, the Building is occupied in part by Radiance and its employees, and visited by the guests and invitees and customers of Radiance; and

WHEREAS, Radiance wishes to undertake a renovation of a portion of the Building, such as would require additional emergency egress for the occupants of the Building; and

WHEREAS, in connection with said renovation, Grantee desires to acquire a certain easement in a portion of Grantor's property, commonly known as 277 - 5th Street in Oakland, California (the "Land"), and described further as "Lot 10 and 11, in Block 39, according to "Kellersberger's Map of Oakland", on file in the office of the County Recorder of said Alameda County," which easement is depicted as such in Exhibit A, for the benefit of Grantee and its

**EXHIBIT E -
EGRESS
EASEMENT**

tenants and invitees to use as an emergency egress path (referred to herein as "Easement Area"); and

WHEREAS, the Cavallero Trust has consented to cooperate with the renovation of the Building and the obtaining of this easement, for the benefit of Dunkle, Radiance, and its occupants and invitees; and

WHEREAS, the owner of the Land has agreed to grant this easement on the terms and conditions as set forth herein;

NOW, THEREFORE, in consideration of the terms and conditions as set forth in this Agreement, the parties hereby agree as follows:

1. Grantor hereby grants to Grantee a nonexclusive terminable easement across the Land located as described in Exhibit A, for so long as the Easement Area is used exclusively for the purpose of providing emergency egress for the benefit of the occupants, tenants, invitees and guests of the Building. Grantor expressly reserves for itself, its successors and its assigns, the right to use the Easement Area or to grant other easements or licenses at the same location, so long as said uses do not unreasonably interfere with the rights herein granted.

2. Grantor also grants to Grantee the right to install fire doors in the Building that will swing open onto the Easement Area, to be used for emergency egress only.

3. Grantor also grants to Grantee the right to install a gate into the fence surrounding the Land, at the location where the Easement Area meets the fence, for use by the Building's occupants, tenants and invitees and guests, for emergency egress from the Easement Area on to the public street.

4. The City of Oakland is deemed to be a third-party beneficiary of this Agreement, with the right to enforce the rights and obligations set forth herein, at its sole discretion. This Agreement does not waive the City of Oakland's ability to enforce other applicable ordinances, resolutions, regulations or conditions of approval. In addition, the owners mutually waive the protections of Civil Code §1542, regarding waiver of unknown claims, and expressly waive and release any rights or benefits arising thereunder.

5. This Grant of Easement may be terminated by the Grantor at its sole election, upon 90 days written notice to the Grantee, contingent upon the written consent of the City of Oakland. Said notice shall be to the Cavallero Trust and to Radiance, at the most recent address provided to Grantor, and shall also be provided to the City of Oakland, Community & Economic Development Agency. Grantee hereby acknowledges that in the event of said termination of this Grant of Easement, Grantee shall be required to provide alternate emergency egress from the

Building, and Radiance hereby agrees to pay any expenses and undertake any tasks required to comply with such requirement.

6. The benefits of this Grant of Easement shall run with the land, and shall be transferable to any successor owner of the Building, or the Radiance business, or any future occupant or tenant of the Building. In such event, Grantee shall promptly notify Grantor of the identity and contact information of the new occupant or owner.

7. In consideration of this Grant of Easement, Radiance shall pay to the owner of the Land the sum of \$100 per month, commencing on the first day of the first month after Radiance installs the emergency egress door on to the Easement Area. Radiance shall have the right to prepay said consideration in one-year amounts, and if the Grant of Easement is terminated during any such period of prepaid consideration, Grantor shall promptly refund to Grantee any unused portion of said payment.

8. The City of Oakland, its officials, officers, employees, agents, representatives and volunteers, and each of them, shall be indemnified and held harmless from any actions, suits, claims and demands brought by any persons, corporations, or other entities for or on account of any bodily injury, disease or illness including death, damage to property, real or personal, or damages of any nature, arising in any manner out of construction or maintenance of the private improvements within the private easement or arising in any manner from the private improvement itself, or sustained as a result of the failure to maintain and/or repair said private improvements; and The City of Oakland shall not be responsible in any manner for the installation, maintenance, repair, restoration, or replacement of the private improvement nor any incidental private improvements within or adjoining the private easement, including but not limited to landscaping, fencing and associated accouterments.

9. Grantee shall maintain the Easement Area together with any improvements constructed or installed thereon by Grantee or associated with Grantee's use of the Easement Area. The operation and maintenance of such improvements and of the Easement Area shall be at Grantee's sole cost and expense. The City of Oakland shall not be responsible in any manner for the determination and apportionment of responsibilities associated with the conditions of this indenture nor for the resolution of allegations and adjudication of disputes between these owners and others.

10. This Easement is subject to all liens, encumbrances, covenants, conditions, restrictions, reservations, contracts, leases and licenses, easements, and rights of way pertaining to the Land, whether or not of record. The use of the word "grant" shall not imply any warranty on the part of the Grantor with respect to the Easement or the Easement Area.

11. Grantee shall comply with all applicable laws, ordinances and regulations, including but not limited to all applicable regulatory, environmental and safety requirements at Grantee's sole cost and expense. Grantor hereby consents to Grantee constructing any improvements within the Easement Area as required by the City of Oakland, so long as these improvements do not interfere with Grantor's reasonable use of the Property. Grantee shall promptly remove any said improvements and return the Easement Area to its prior condition upon the termination of this Agreement.

12. Grantee shall not use, deposit or permit the use or deposit of any hazardous material or toxic waste or other harmful substances on the Land or on any other real property of Grantor adjacent to the Easement Area.

13. Grantee shall not materially interfere with the use by and operation and activities of Grantor on its property, and Grantee shall use such routes and follow such procedures on Grantor's property as result in the least damage and inconvenience to Grantor.

14. Grantee shall be responsible for any damage to Grantor's property or that of third parties resulting from any exercise of the rights herein granted, including but not limited to soil erosion, subsidence or damage resulting therefrom. Grantee shall promptly repair and restore to its original condition any of Grantor's property damaged or destroyed in connection with the exercise of the Easement or use of the Easement Area.

15. This Grant of Easement is made on the express condition that Grantor is to be free from all liability by reason of injury or death to persons or injury to property from whatever cause arising out of Grantee's, its contractors', agents', officers', members', employees', invitees', or licensees' exercise of rights granted pursuant to this Easement or use of the Easement Area, including any liability for injury or death to the person or property of Grantee, its contractors, agents, officers, members, employees, invitees, or licensees or to any property under the control or custody of Grantee. Grantee hereby covenants and agrees to defend and indemnify Grantor, its officers, employees, agents, students, invitees and guests and save them harmless from any and all liability, loss, costs, or obligations on account of, or arising out of, any such injury or losses caused or claimed to be caused by the exercise of the Easement or use of the Easement Area by Grantee, however occurring, other than those caused solely by the willful or negligent acts or omissions of Grantor.

16. This instrument contains the entire agreement between the parties relating to the rights herein granted and the obligations herein assumed. Any oral representations or

modifications concerning this instrument shall be of no force or effect except in a subsequent modification in writing, signed by the party to be charged.

17. This instrument shall bind and inure to the benefit of the respective successors and assigns of the parties hereto.

IN WITNESS WHEREOF, the parties hereto have executed this instrument the day and year first above written.

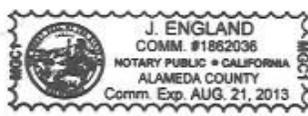
GRANTOR: Stephen S Stephanos
Stephen Stephanos
AKA Stephen P Stephanos

GRANTEE: The Melvin Cavallero Trust
Melvin Cavallero
by Melvin Cavallero, Trustee

GRANTEE: Radiance
Dan Dunkle
by Dan Dunkle, its President
AKA Daniel Joseph Dunkle

State of California County of ALAMEDA
On 11 AUG 10 before me, J. ENGLAND
Notary Public, personally appeared DANIEL JOSEPH DUNKLE
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.

J. England



ACKNOWLEDGMENT

State of California, County of SAN FRANCISCO
On SEPT 18, 2010 before me, STEVE WONG (notary public),
personally appeared MELVIN CAVALLERO

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 Steve Wong (Seal)



CERTIFICATE OF ACKNOWLEDGEMENT OF NOTARY PUBLIC

STATE OF CALIFORNIA,)
COUNTY OF CONTRA COSTA)

On AUGUST 16, 2010 before me, PEDRO CISNEROS NOTARY PUBLIC, a notary public in and for said County and State, personally appeared STEPHEN P STEPHANOS, who proved to me on ~~the basis of satisfactory~~ evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he/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)



Exhibit A

TDA
 Thomas D. Adams
 27144 Rockwood Road
 Oakland, CA 94618
 415.770.1100
 415.770.1101



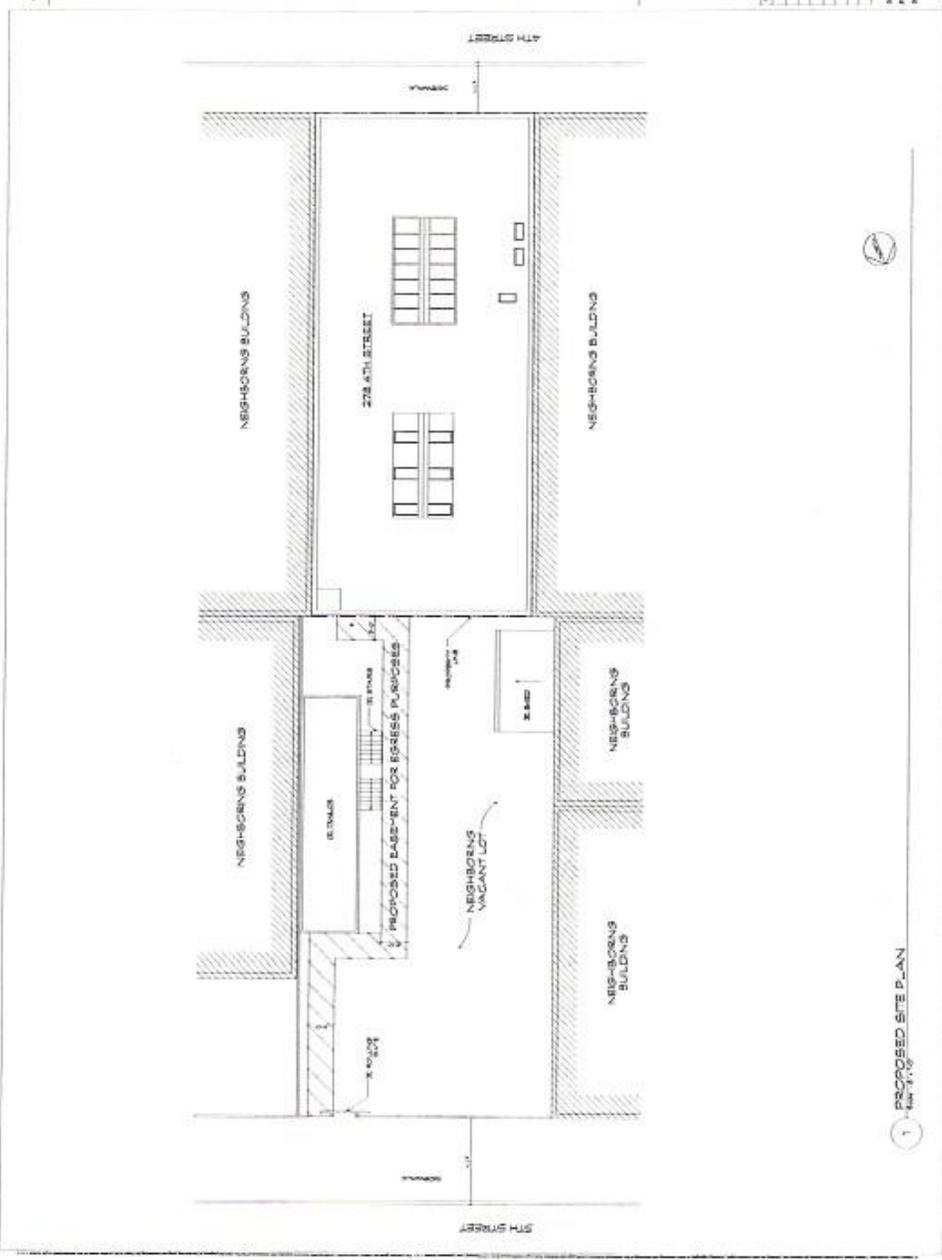
OWNER
 DVA GROUP
 27144 Rockwood Road
 Oakland, CA 94618
 415.770.1100

4th Street Conversion
 278 4th Street
 OAKLAND, CA

**PROPOSED
 SITE
 PLAN**

NO.	REVISION	DATE
1	ISSUED FOR PERMITS	11/11/10
2	REVISION	11/11/10
3	REVISION	11/11/10
4	REVISION	11/11/10
5	REVISION	11/11/10
6	REVISION	11/11/10
7	REVISION	11/11/10
8	REVISION	11/11/10
9	REVISION	11/11/10
10	REVISION	11/11/10

DATE 11/11/10
BY [Signature]
SCALE AS SHOWN
PROJECT NO. 10-0000
DATE 11/11/10



SUBSTITUTION OF LEGIBLE ORIGINALS
(G.C. 27361.7) I DECLARE UNDER PENALTY
OF PERJURY THAT THIS HANDWRITTEN,
OR TYPEWRITTEN LEGIBLE COPY IS A
TRUE COPY OF THE ORIGINAL PAGE(S)

DJD

State of California

County of _____

On _____ before me, _____ personally
(Insert Name of Notary Public and Title)

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 on 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)

AMR2100071 278 4TH ST EGRESS EASEMENT Complete

Final Audit Report

2021-10-26

Created:	2021-10-25
By:	Alain Placido (agplacido@oaklandca.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAkQwguYFrdSQcza9KJLdsGZkviTgUI5CC

"AMR2100071 278 4TH ST EGRESS EASEMENT Complete" History

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-  Document emailed to Alain Placido (agplacido@oaklandca.gov) for signature
2021-10-25 - 5:07:44 PM GMT
-  Document emailed to Tim Low (TLow@oaklandca.gov) for signature
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-  Document emailed to Orlando Arriola (OArriola@oaklandca.gov) for signature
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-  Document emailed to Philip Basada (pbasada@oaklandca.gov) for signature
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 Email viewed by Orlando Arriola (OArriola@oaklandca.gov)

2021-10-26 - 6:44:08 PM GMT- IP address: 209.232.103.103

 Document e-signed by Orlando Arriola (OArriola@oaklandca.gov)

Signature Date: 2021-10-26 - 6:45:49 PM GMT - Time Source: server- IP address: 209.232.103.103

 Agreement completed.

2021-10-26 - 6:45:49 PM GMT



City of
Oakland

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