

Agenda Report

2011 JUL -7 PM 6:05

TO: Office of the City Administrator

ATTN: P. Lamont Ewell, Interim City Administrator

FROM: Community and Economic Development Agency

DATE: July 19, 2011

RE: A Report And A Resolution Approving

- A Final Map (Phase 1) For Tract No. 8047,
- The Vacation (Abandonment) Of Apgar Street,
- The Dedications Of Public Easements And Right Of Way, And
- A Subdivision Improvement Agreement With MacArthur Transit Community Partners For Deferred Construction Of Public Infrastructure Improvements

For Development Of The MacArthur Transit Village Project To Construct A Parking Garage For The San Francisco Bay Area Rapid Transit District (BART) And An Affordable Housing Apartment Building

SUMMARY

A resolution has been prepared approving a phased Final Map for Tract No. 8047 and a Subdivision Improvement Agreement (SIA) with the developer, MacArthur Transit Community Partners (MTCP). The subdivision map will:

- create two (2) BART-owned parcels for construction of a new BART parking garage and an apartment building with eighty-nine (89) affordable housing units;
- create two (2) BART-owned parcels for a new internal access road and the existing BART access road;
- vacate Apgar Street, extend 39th Street to connect with 40th Street, and create public easements for pedestrian, traffic, and emergency vehicle access and utilities.

The SIA will guarantee construction of all on-site and off-site public utilities, streets, pathways, sidewalks, traffic signals, and landscaping for the project.

The Planning Commission approved the MacArthur Transit Village's vesting tentative map (VTTM 8047) on March 16, 2011. The City Council approved the VTTM 8047 and Final Development permit for the BART garage (PUDF 10097) on April 5, 2011 (Resolution No. 83292 C.M.S.) and the Final Development permit for the Affordable Housing units (PUDF 10304) on May 17, 2011 (Resolution No. 83365 C.M.S.). The City Engineer has determined that the Phase 1 Final Map is in substantial compliance with the approved tentative map. Approval of the Final Map will be a ministerial action by the City Council, and approval of the SIA will be a discretionary action.

Item No. _____
City Council
July 19, 2011

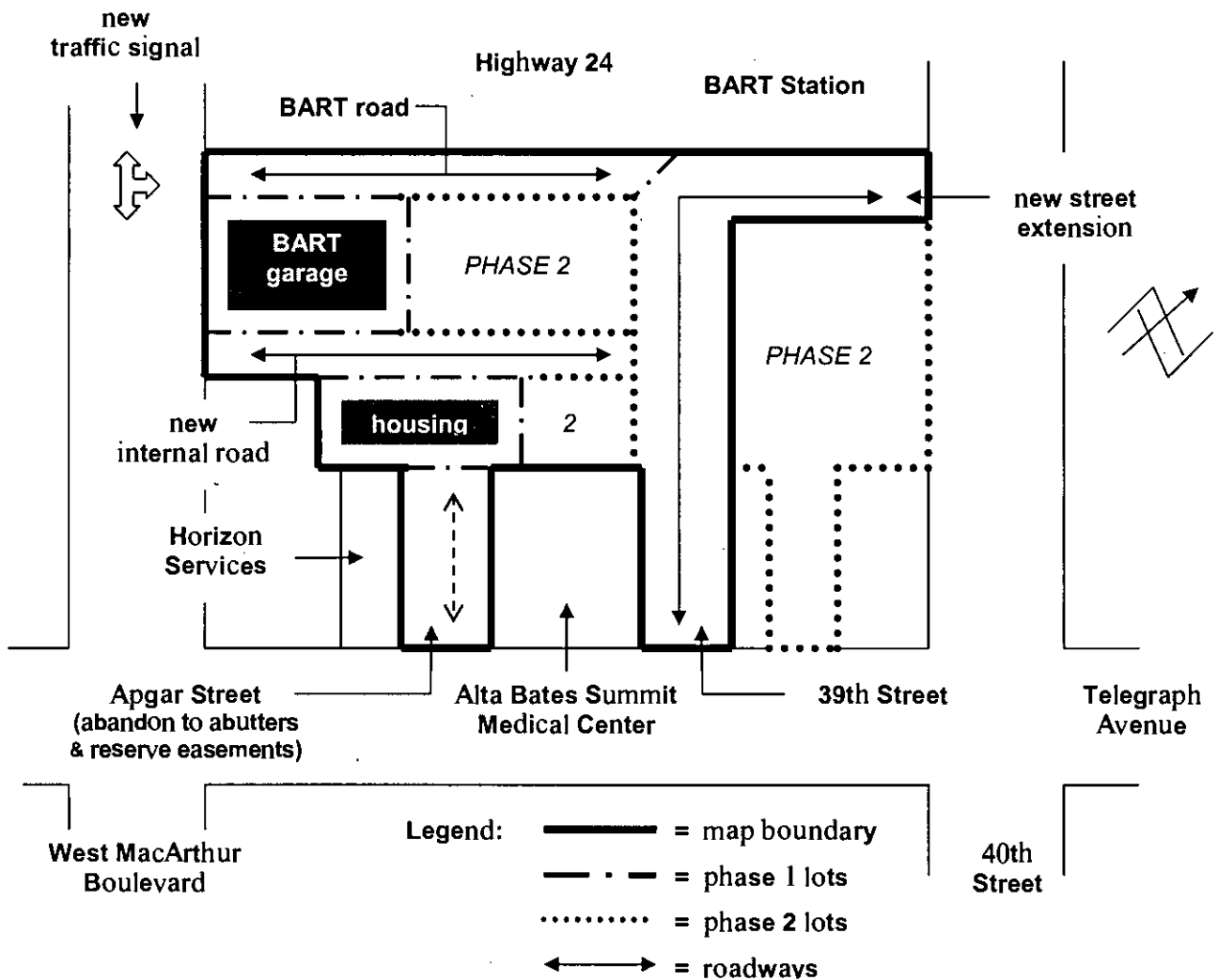
FISCAL IMPACT

Staff costs for processing the phased Final Map and SIA have been covered by previously collected fees set by the Master Fee Schedule and paid by the developer. The revenue has been deposited in the Development Service Fund (2415), Engineering Services organization (88432), Tract Map account (45119), Engineering and Architectural Program (PS30).

PROJECT DESCRIPTION

MacArthur Transit Village

Final Map - Tract No. 8047



General

The MacArthur Transit Village project site is bounded by West MacArthur Boulevard, 40th Street, Telegraph Avenue, and the MacArthur BART station and State Highway 24. All properties in the phase 1 subdivision are owned by BART. A future Phase 2 map will subdivide the remaining properties, which are owned by BART and MTCP.

Phase 1 Final Map

The subdivision map will conditionally:

- create two (2) BART-owned parcels for a new parking garage (Lot E) and a new apartment building (Lot D) with eighty-nine (89) affordable housing units and a manager's unit;
- create two (2) additional BART-owned parcels for private roads maintained by BART (Lot G) and MTCP (Lot F);
- vacate Apgar Street with equal portions of the abandoned right-of-way reverting without cost to the adjoining property owners, Alta Bates Summit Medical Center Surgical Property Company LLC and Horizon Services;
- reserve public easements for traffic, pedestrian, emergency vehicle access, and utilities (Lots D, E, F, and G and vacated Apgar Street);
- require that the future homeowners association maintain the public easements (BART will maintain their access road on Lot G).

State law requires that approval of a Final Map be conditioned by completion of infrastructure improvements.

Subdivision Improvement Agreement

The SIA requires MTCP to:

- construct all surface and subsurface infrastructure improvements for the project (permit PX1100070), including
 - o a new pedestrian sidewalk and landscaping in the Apgar Street easement area;
 - o a new traffic signal at the intersection of West MacArthur Boulevard and BART's access road;
 - o an extension of 39th Street to connect with 40th Street and a new internal road connecting West MacArthur Boulevard with the extension of 39th Street;
- provide performance and payment bonds (150% of the \$3,600,000 construction cost) to assure completion of the infrastructure construction;
- provide a one (1) year warranty following completion and City acceptance of the infrastructure construction;

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- provide a maintenance bond (25% of construction cost) during the warranty period.

Traffic and Pedestrian Circulation

Circulation access within the project will be enhanced with construction of:

- a new internal road (Lot F) for residents and emergency vehicles to access the affordable housing apartment building;
- a new extension of 39th Street to connect with 40th Street at the BART Station entrance;
- a new pedestrian easement connecting Telegraph Avenue with the internal road (Lot F); and
- a new traffic signal at the intersection of the BART access road (Lot G) with West MacArthur Boulevard.

MTCP will maintain public easements, the City will maintain 39th Street and its extension, and BART will maintain its access road.

Street Naming

The Final Map does not indicate names for the internal road or the extension of 39th Street. Consequently, Council will have the opportunity to adopt names for the private road and the public street before completion of the right-of-way improvements.

KEY ISSUES AND IMPACTS

Final Map

As set forth in California Government Code section 66474.1 (Subdivision Map Act), approval of a Final Map is an administrative, ministerial, and mandatory action by the City Council once the City Engineer has determined that the Final Map conforms substantially with the approved Tentative Map and is technically correct (correct map size and medium, correct metes and bounds, required signatures, required statements, required licensures, etc.). The controlling discretionary action to be taken by the City relating to a subdivision map is at the Tentative Map stage. The purpose of submitting a Final Map to the City Council is to ensure that the Council and the public remain informed about development in the City.

Subdivision Improvement Agreement

Whenever public infrastructure improvements are made necessary by a proposed subdivision, state law and City ordinance require that the developer either construct the required public improvements by final map approval or execute a SIA with the City as a condition for approving

a Final Map. A SIA, with its accompanying security (bond, letter of credit, etc. for 150% of the construction cost), guarantees

- the completion of the infrastructure improvements within a prescribed period of time (typically a year), and
- the payment of contractors and suppliers, and
- the performance of the completed work and maintenance by the developer over a determinate period of time (typically, one year).

Upon expiration of the warranty period, the City will assume maintenance of the infrastructure improvements.

The SIA allows the City Engineer to extend the construction completion date beyond a year for cause without return to Council. Issuance of the Certificate of Completion by the City Engineer will be contingent upon submittal by the contractor of all required employee pay records and supplier payment releases. The City Attorney has reviewed the SIA for form and legality and the surety bonds provided by the developer for conformance with the requirements of the state Subdivision Map Act (California Government Code section 66499 et seq.).

SUSTAINABLE OPPORTUNITIES

Economic

The subdivision will provide affordable and transit-oriented rental housing for the Oakland community.

Environmental

Land use approvals and construction permits for new infrastructure and buildings require that the permittee comply with City conditions of approval, ordinances and regional Best Management Practices for reducing nuisance noise, fugitive dust, construction debris disposal, and storm drainage pollutant runoff.

Social Equity

The proposed development will provide housing opportunities, assist the economic revitalization of the area, and support the infusion of diverse multi-cultural activities and events.

DISABILITY AND SENIOR CITIZEN ACCESS

New sidewalks will conform to Caltrans and City requirements for handicapped accessibility.

RECOMMENDATIONS

Adoption of the resolution approving the Phase 1 Final Map is a ministerial action of the City Council, which does not require an action by a Committee of the Council. Approval of the Subdivision Improvement Agreement will be a discretionary action.

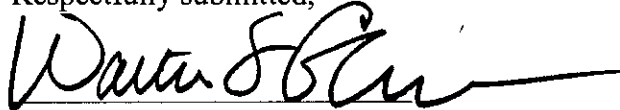
ACTION REQUESTED OF THE CITY COUNCIL

Staff recommends that the Council adopt the proposed resolution to

- approve a Final Map (Phase 1) For Tract No. 8047, the vacation (abandonment) of Apgar Street, and the dedications of public easements and right of way, and
- approve a SIA with MacArthur Transit Community Partners for deferred construction of public infrastructure improvements

for development of the MacArthur Transit Village Project to construct a parking garage for BART and an affordable housing apartment building for MTCP.

Respectfully submitted,



Walter S. Cohen, Director
Community and Economic Development Agency

Prepared by:

Raymond M. Derania
City Engineer
Building Services Division

**APPROVED AND FORWARDED
TO THE CITY COUNCIL**


Office of the City Administrator
for Lamont Ewell

EXHIBIT A

OWNER'S STATEMENT

WE HEREBY STATE THAT WE ARE THE OWNERS OF OR HAVE SOME RIGHT, TITLE OR INTEREST IN AND TO THE REAL PROPERTY INCLUDED WITHIN THE SHADOWNED AREA SHOWN UPON THIS MAP AND THAT WE ARE THE ONLY PERSONS WHOSE CONSENT IS NECESSARY TO PASS CLEAR TITLE TO SAID PROPERTY AND WE HEREBY WARRANT AND GUARANTEE THE VALIDITY AND CORRECTNESS OF SAID MAP AND SUBMISSION AS SHOWN WITHIN THE DEDUCTIVE BORDER LINE.

THE UNDERSIGNED (BART) HEREBY IRREVOCABLY OFFERS FOR DEDICATION TO THE CITY OF OAKLAND, THOSE PORTIONS OF 30TH STREET THE UNIMPROVED STREET DESCRIBED AS "PUBLIC RIGHT OF WAY" ON THE HEREBY SUBMITTED MAP FOR THE PURPOSES OF PUBLIC RIGHT OF WAY.

THE UNDERSIGNED (BART) HEREBY IRREVOCABLY OFFERS FOR DEDICATION TO THE CITY OF OAKLAND, THOSE PORTIONS OF 62ND STREET THE UNIMPROVED STREET DESCRIBED AS "PUBLIC RIGHT OF WAY" ON THE HEREBY SUBMITTED MAP FOR THE PURPOSES OF PUBLIC RIGHT OF WAY.

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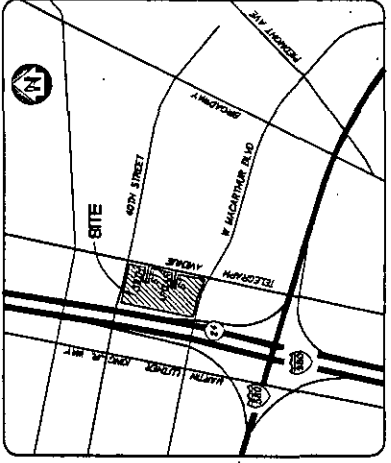
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VICINITY MAP
H.T.S.

OWNER'S STATEMENT -- CONTINUED

AS OWNERS:
MACARTHUR TRANSIT COMMUNITY PARTNERS, LLC, A CALIFORNIA LIMITED LIABILITY COMPANY

BY: _____
PRINTED NAME: _____
TITLE: _____

OWNER'S ACKNOWLEDGMENT

STATE OF CALIFORNIA
COUNTY OF ALAMEDA

ON _____, 2011, BEFORE ME,
A NOTARY PUBLIC, PERSONALLY APPEARED _____
WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE/SHE/IT/HEY EXECUTED THE SAME IN HIS/HER/HEIR AUTHORIZED CAPACITIES, AND THAT BY HIS/HER/IT/HEY 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
SIGNATURE _____
PRINTED NAME _____
PRINCIPLE PLACE OF BUSINESS (COUNTY) _____
EXPIRATION OF COMMISSION _____
COMMISSION NO. _____

RECORDER'S STATEMENT

FILE NO. _____ FEE: _____ PAID: _____
FILED THIS _____ DAY OF _____, 2011, AT _____ M.
IN BOOK _____ OF MAPS AT PAGES _____ M.
ALAMEDA COUNTY RECORDS, AT THE REQUEST OF THE SAN FRANCISCO BAY AREA RAPID TRANSIT DISTRICT
PATRICK J. O'CONNELL
COUNTY CLERK-RECORDER
BY: _____ DEPUTY

OWNER'S ACKNOWLEDGMENT

STATE OF CALIFORNIA
COUNTY OF ALAMEDA

ON _____, 2011, BEFORE ME,
A NOTARY PUBLIC, PERSONALLY APPEARED _____
WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE/SHE/IT/HEY EXECUTED THE SAME IN HIS/HER/HEIR AUTHORIZED CAPACITIES, AND THAT BY HIS/HER/IT/HEY SIGNATURE(S) ON THE INSTRUMENT THE PERSON(S), OR THE ENTITY UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT.

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PRINTED NAME _____
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EXPIRATION OF COMMISSION _____
COMMISSION NO. _____

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COUNTY OF ALAMEDA

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WITNESS MY HAND
SIGNATURE _____
PRINTED NAME _____
PRINCIPLE PLACE OF BUSINESS (COUNTY) _____
EXPIRATION OF COMMISSION _____
COMMISSION NO. _____

OWNERS / SUBDIVIDERS

SAN FRANCISCO BAY AREA RAPID TRANSIT DISTRICT
300 LAKESIDE DRIVE
OAKLAND, CALIFORNIA 94612
MACARTHUR TRANSIT COMMUNITY PARTNERS, LLC
C/O BRIDGE HOUSING CORPORATION
345 SPUR STREET, SUITE 700
SAN FRANCISCO, CALIFORNIA 94105

DRAFT

TRACT NO. 8047
PHASE I OF VESTING TENTATIVE MAP 8047
LANDS OF THE SAN FRANCISCO BAY AREA
RAPID TRANSIT DISTRICT - MACARTHUR STATION AREA
COUNTY OF ALAMEDA

JUNE, 2011
SANDIS CIVIL ENGINEERING
195 E. Duane Avenue | Berkeley, CA 94706 | P. 415.863.2000 | F. 415.863.2001 | www.sandis.com
SUNNYVALE ROSSELVILLE OAKLAND

CITY CLERK'S STATEMENT

I HEREBY STATE THAT THIS MAP, RESUBMITTED AS TRACT NO. 8047, CONSISTING OF FIVE (5) SHEETS, WAS APPROVED BY THE CITY COUNCIL OF THE CITY OF OAKLAND AT A MEETING OF SAID COUNCIL HELD ON THE DAY OF _____, 2011, AND THAT SAID COUNCIL, ACCEPTED, SUBJECT TO IMPROVEMENT, ON BEHALF OF THE PUBLIC, ALL RIGHT-OF-WAY AND EASEMENTS DEDICATED TO PUBLIC USE IN CONFORMANCE WITH THE TERMS OF THE RESOLUTION.

THAT PORTION OF JORI STREET AND THE UNNAMED STREET DESIGNATED AS "PUBLIC RIGHT-OF-WAY" ON SHEET 5 OF THIS MAP, IS HEREBY ACCEPTED, SUBJECT TO COMPLETION OF IMPROVEMENTS, ON BEHALF OF THE CITY OF OAKLAND, BY THE CITY ENGINEER, IN ACCORDANCE WITH THE PROVISIONS OF CHAPTER 2 OF DIVISION 9 OF THE PUBLIC UTILITIES AND TRANSPORTATION CODE, AND THE CITY ENGINEER'S MAP OF MONTGOMERY TRACT NO. 1, FILED IN MAP BOOK 1, PAGE 77, ALAMEDA COUNTY RECORDS, DEPICTED ON SHEETS 4 AND 5 HEREIN AS "TO BE VACATED", ARE HEREBY ABANDONED WITHOUT RESERVATION OF PUBLIC EASEMENT PURSUANT TO SECTION 8643(g) OF THE SUBDIVISION MAP ACT, UPON THE FILING OF THIS MAP.

THOSE PORTIONS OF APGAR STREET, SHOWN ON THE MAP OF THE LUNING TRACT, FILED IN MAP BOOK 20, PAGE 78, ALAMEDA COUNTY RECORDS, DEPICTED ON SHEETS 4 AND 5 HEREIN AS "TO BE VACATED", ARE HEREBY ABANDONED WITHOUT RESERVATION OF PUBLIC EASEMENT PURSUANT TO SECTION 8643(g) OF THE SUBDIVISION MAP ACT, UPON THE FILING OF THIS MAP.

COUNCIL RESOLUTION NO. _____ C.M.S.

LA TONDA SIMMONS
CITY CLERK OF THE CITY OF OAKLAND

DATE _____

CITY PLANNING COMMISSION'S STATEMENT

I HEREBY STATE THAT THE PLANNING COMMISSION OF THE CITY OF OAKLAND, APPROVED ON _____, 2011, THE VESTING TENTATIVE TRACT MAP 8047, UPON WHICH THIS FINAL MAP IS BASED.

SCOTT MILLER
SECRETARY TO OAKLAND PLANNING COMMISSION

DATE _____

CLERK OF THE BOARD OF SUPERVISORS STATEMENT

I, CRISTAL K. HERRERA GRAFT, CLERK OF THE BOARD OF SUPERVISORS OF THE COUNTY OF ALAMEDA, STATE OF CALIFORNIA, DO HEREBY STATE THAT THE BOARD OF SUPERVISORS HAS REVIEWED AND APPROVED THE PROVISIONS OF SECTIONS 8642 AND 8643(f) OF THE GOVERNMENT CODE OF THE STATE OF CALIFORNIA.

DATE: _____
CRISTAL K. HERRERA GRAFT, CLERK OF THE BOARD OF SUPERVISORS,
COUNTY OF ALAMEDA, STATE OF CALIFORNIA.

BY: _____ FEE: _____
DEPUTY CLERK

SEISMIC HAZARD NOTE

THIS FINAL PROPERTY COMPRISING THIS PHASED FINAL MAP LIES WITHIN THE FOLLOWING HAZARDOUS AREA: A SEISMIC HAZARD ZONE - LIQUIDATION ZONE PURSUANT TO SECTION 2608 OF THE PUBLIC RESOURCES CODE. THESE HAZARDS MAY LIMIT YOUR ABILITY TO CONSTRUCT OR OCCUPY THE PROPERTY. THESE HAZARDS ARE BASED ON THE NATURAL HAZARDS EXIST, THEY ARE NOT DETERMINATIVE INDICATORS OF WHETHER OR NOT A PROPERTY WILL BE AFFECTED BY A NATURAL DISASTER. TRANSDISASTER(S) AND TRANSDISASTER(S) MAY WISH TO OBTAIN PROFESSIONAL ADVICE REGARDING HAZARDS AND OTHER HAZARDS THAT MAY AFFECT THE PROPERTY.

PUBLIC ADVISORY

THIS MAP IS BASED ON PRIVATE SURVEYS PERFORMED BY LICENSED PROFESSIONALS AND WILL NOT BE UPDATED OR CORRECTED BY THE CITY OF OAKLAND AFTER ITS FILING. NO WARRANTY, EITHER EXPRESSED OR IMPLIED, IS MADE BY THE CITY OF OAKLAND THAT THIS MAP AND THE SURVEY INFORMATION ON WHICH IT IS BASED IS ACCURATE. THE CITY OF OAKLAND DOES NOT WARRANT THAT THE SURVEY INFORMATION INSPECTION MAY REVEAL INFORMATION WHICH MAY BE SUBSEQUENTLY SUBMITTED TO THE CITY, INCLUDING ALLEGED OR ACTUAL DISCREPANCIES, MISMATCHES, DEFICIENCIES, AND ERRORS.

MAP REFERENCES

1. CITY OF OAKLAND MORTGAGE MAPS AND RECORDS
2. S.F.B.A.R.I.D. RIGHT-OF-WAY MAPS, BOOK 68 OF MAPS, PAGES 173-230
3. PARCEL MAP - JOHN USE & EASEMENT PARCELS TO BE VACATED, FILED OCTOBER 14, 1987, IN THE OFFICE OF THE ALAMEDA COUNTY REGISTER, STATE TRACT MAP BOOK, SERIAL NO. 87-286653
4. ESTATE OF JOHN EVOY, BOOK 11 OF MAPS, PAGE 29
5. MONTGOMERY TRACT NO. 1, BOOK 1, PAGE 77
6. MAP OF THE PERRIN TRACT, BOOK 3, PAGE 14
7. MAP OF THE LUNING TRACT, BOOK 20, PAGE 78
8. MAP OF THE LUNING TRACT NO. 2, BOOK 22, PAGE 37
9. MAP OF THE RANCHES OF VANDERBILT & DOMINGO PERALTA, BOOK 17, PAGE 12

CITY ENGINEER'S STATEMENT

I, RAYMOND M. DEKAMPA, CITY ENGINEER, HAVING BEEN AUTHORIZED TO PERFORM THE DUTIES OF CITY ENGINEER OF THE CITY OF OAKLAND, DO HEREBY STATE THAT I HAVE EXAMINED THIS PHASE 1 FINAL MAP FOR TRACT NO.8047 AS SHOWN HEREIN, AND THAT IT IS SUBSTANTIALLY THE SAME AS IT APPEARS ON THE VESTING TENTATIVE MAP, AND ANY APPROVED ALTERNATIONS HERETO, THAT ALL THE PROVISIONS OF DIVISION 2, CHAPTER 2 OF THE SUBDIVISION MAP ACT, AND THE PROVISIONS OF SAID VESTING TENTATIVE MAP, HAVE BEEN COMPLIED WITH, AND THAT SAID TRACT MAP IS TECHNICALLY CORRECT.

RAYMOND M. DEKAMPA, R.C.E. NO. 27815
CITY ENGINEER
CITY OF OAKLAND, ALAMEDA COUNTY
STATE OF CALIFORNIA
REGISTRATION EXPIRES 03-31-2012

DATE _____

SURVEYOR'S STATEMENT

THIS MAP WAS PREPARED BY ME OR UNDER MY DIRECTION AND IS BASED UPON A FIELD SURVEY IN CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCE AT THE TIME OF THE SURVEY. I HEREBY STATE THAT THE MONUMENTS ARE OF THE CHARACTER AND OCCUPY THE POSITIONS INDICATED AND THAT THE MONUMENTS ARE SUFFICIENT TO ENABLE THE SURVEY TO BE RE-TRACED, AND THAT THIS FINAL MAP SUBSTANTIALLY CONFORMS TO THE CONDITIONALLY APPROVED VESTING TENTATIVE MAP.

DAVID W. BETHAM
P.L.S. NO. 7067, EXPIRES 12-31-12

DATE _____

DRAFT

TRACT NO. 8047

PHASE 1 OF VESTING TENTATIVE MAP 8047
LANDS OF THE SAN FRANCISCO BAY AREA
RAPID TRANSIT DISTRICT - MACARTHUR STATION AREA
CITY OF OAKLAND

JUNE, 2011



SANDIS | CITY ENGINEERING
PLANNING & ARCHITECTURE

100 E. Center Avenue | Sunnyvale, CA 94086 | P: 408.261.2800 | www.sandis.com

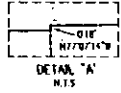
SUNNYVALE

ROSEVILLE

OAKLAND

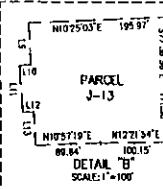


SCALE: 1"=50'



LINE TABLE

| | | |
|----|--------------|-------|
| 1 | N177°02'00"W | 210.0 |
| 2 | N02°12'00"W | 3.7 |
| 3 | N02°12'00"W | 3.7 |
| 4 | N02°12'00"W | 3.7 |
| 5 | N02°12'00"W | 3.7 |
| 6 | N02°12'00"W | 3.7 |
| 7 | N02°12'00"W | 3.7 |
| 8 | N02°12'00"W | 3.7 |
| 9 | N02°12'00"W | 3.7 |
| 10 | N02°12'00"W | 3.7 |
| 11 | N02°12'00"W | 3.7 |
| 12 | N02°12'00"W | 3.7 |
| 13 | N02°12'00"W | 3.7 |
| 14 | N02°12'00"W | 3.7 |
| 15 | N02°12'00"W | 3.7 |
| 16 | N02°12'00"W | 3.7 |
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| 18 | N02°12'00"W | 3.7 |
| 19 | N02°12'00"W | 3.7 |
| 20 | N02°12'00"W | 3.7 |
| 21 | N02°12'00"W | 3.7 |
| 22 | N02°12'00"W | 3.7 |
| 23 | N02°12'00"W | 3.7 |
| 24 | N02°12'00"W | 3.7 |
| 25 | N02°12'00"W | 3.7 |



OWNERS / SUBDIVIDERS

SAN FRANCISCO BAY AREA RAPID TRANSIT DISTRICT (SART)
300 LAW SIDE DRIVE
OAKLAND, CALIFORNIA 94612

MACARTHUR TRANSIT COMMUNITY PARTNERS, LLC
C/O BRIDGE HOUSING COOPERATION
345 SPEAR STREET, SUITE 700
SAN FRANCISCO, CALIFORNIA 94105

LEGEND/ABBREVIATION

INDICATES BOUNDARY OF LANDS OWNED OR CONTROLLED BY S.F.B.A.R.T.D.

INDICATES BOUNDARY OF LANDS OWNED BY MACARTHUR TRANSIT COMMUNITY PARTNERS, LLC

INDICATES EXISTING PROPERTY LINE

INDICATES INTERNAL LOT LINE

INDICATES JOINT USE PARCEL

INDICATES ROAD CENTERLINE

INDICATES MONUMENT LINE

FOUND CITY OF OAKLAND PLY MONUMENT WITH NUMBER, UNLESS NOTED OTHERWISE RECORD DATA PER REFERENCE MAP

R/W PUBLIC RIGHT-OF-WAY

BASIS OF BEARINGS

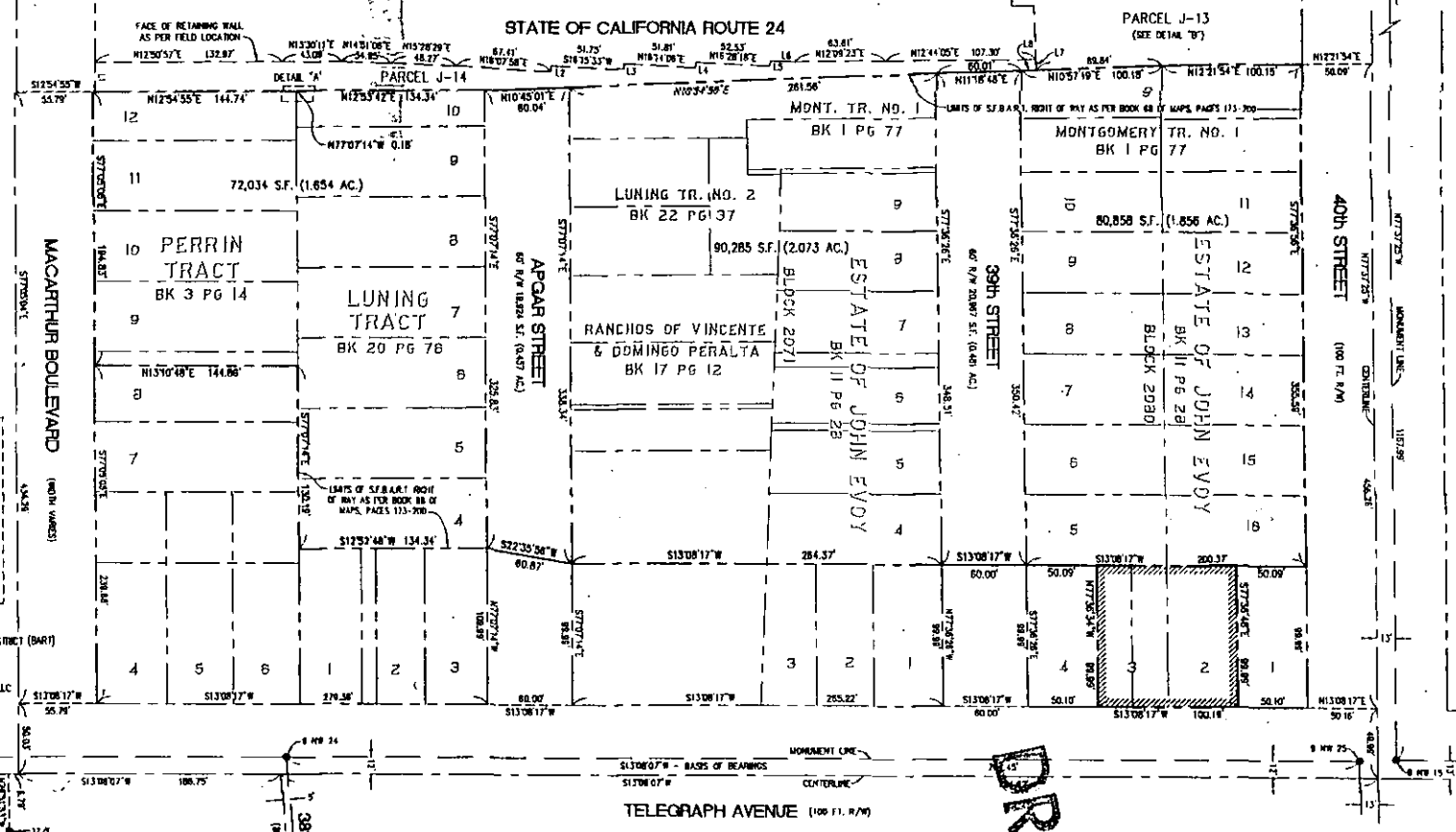
ALL BEARINGS OF S132°07'W AS CALCULATED BETWEEN CITY OF OAKLAND MONUMENTS 9 NW 24 AND 9 NW 25, HAS TAKEN AS THE BASIS OF BEARINGS FOR THIS MAP.

SCALE FACTOR

BEARINGS AND DISTANCES ARE RELATED TO THE CALIFORNIA COORDINATE SYSTEM ZONE 3, N.A.D. 1927, AS ESTABLISHED BY CITY OF OAKLAND MONUMENTS AND RECORD DATA SHOWN ON RIGHT-OF-WAY MAPS FOR HIGHWAY 24 AND THE SAN FRANCISCO BAY AREA RAPID TRANSIT DISTRICT. FOR OTHER DISTANCES, MULTIPLY DISTANCES SHOWN BY 1.000748.

- NOTES**
- ALL DISTANCES ARE IN FEET AND DECIMALS THEREOF.
 - ALL DISTANCES SHOWN ARE BASED ON FIELD MEASUREMENTS OR CALCULATED, UNLESS OTHERWISE DENOTED BY RECORD REFERENCE.
 - AREA OF LANDS OWNED OR CONTROLLED BY S.F.B.A.R.T.D. AND MACARTHUR TRANSIT COMMUNITY PARTNERS, LLC IS 284,068 SQUARE FEET (6.521 ACRES)
 - PARCELS J-13 AND J-14 ARE JOINT USE EASEMENT PARCELS, AS DEFINED IN THE JOINT USE AGREEMENT BETWEEN S.F.B.A.R.T.D. AND THE STATE OF CALIFORNIA DEPT. OF TRANSPORTATION, RECORDED JULY 26, 1990 AS DOC. NO. 90203305.

EXISTING PROPERTY BOUNDARY



DRAFT

TRACT NO. 8047

PHASE 1 OF VESTING TENTATIVE MAP 8047
LANDS OF THE SAN FRANCISCO BAY AREA
RAPID TRANSIT DISTRICT - MACARTHUR STATION AREA
CITY OF OAKLAND
COUNTY OF ALAMEDA

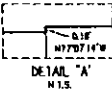
SANDS CIVIL ENGINEERING
PLANNING
ARCHITECTURE

800 E. Duane Avenue | Berkeley, CA 94606 | P. 415.526.2400 | F. 415.526.2799 | www.sandsinc.com

BUNNYVALE ROSEVILLE OAKLAND



SCALE: 1"=50'

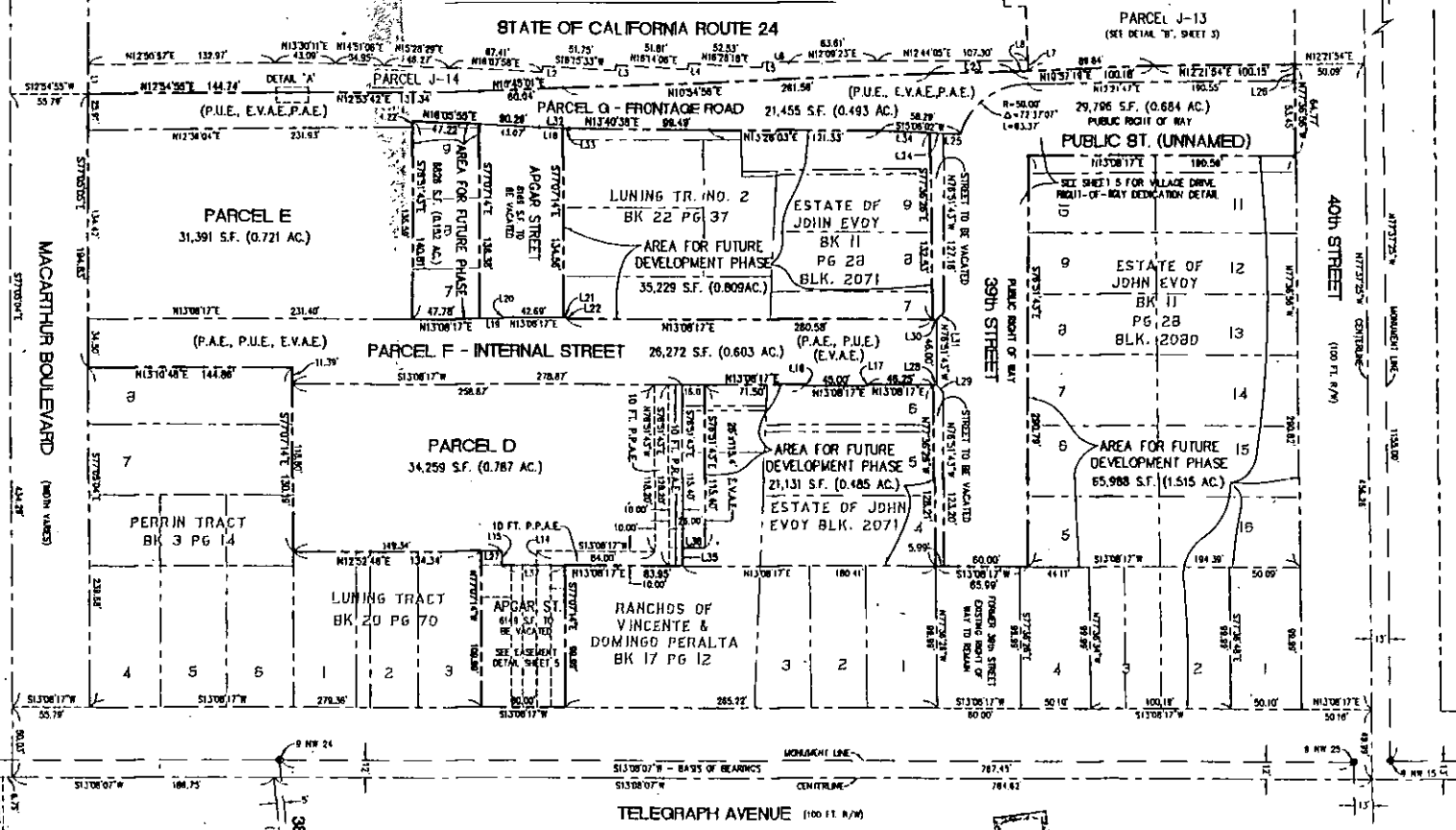


LINE TABLE

| | | |
|-----|-----------|-------|
| 1 | N127°55'W | 31.07 |
| 2 | N127°55'W | 31.07 |
| 3 | N127°55'W | 31.07 |
| 4 | N127°55'W | 31.07 |
| 5 | N127°55'W | 31.07 |
| 6 | N127°55'W | 31.07 |
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| 95 | N127°55'W | 31.07 |
| 96 | N127°55'W | 31.07 |
| 97 | N127°55'W | 31.07 |
| 98 | N127°55'W | 31.07 |
| 99 | N127°55'W | 31.07 |
| 100 | N127°55'W | 31.07 |

OWNERS / SUBDIVIDERS
 SAN FRANCISCO BAY AREA RAPID TRANSIT DISTRICT
 300 LAWRENCE DRIVE
 OAKLAND, CALIFORNIA 94612
 MACARTHUR TRANSIT COMMUNITY PARTNERS, LLC
 C/O BRIDGE HOUSING CORPORATION
 345 SPEAR STREET, SUITE 700
 SAN FRANCISCO, CALIFORNIA 94105

PARCEL RECONFIGURATION



LEGEND

- INDICATES BOUNDARY OF TRACT MAP NO. 8047
- INDICATES INTERNAL PROPERTY LINE TO BE CREATED ON THIS MAP
- INDICATES EASEMENT LINE
- INDICATES EXISTING PROPERTY LINE
- INDICATES INTERNAL LOT LINE
- INDICATES JOINT USE PARCEL
- INDICATES ROAD CENTERLINE
- INDICATES MONUMENT LINE
- FOUND CITY OF OAKLAND PIN MONUMENT WITH NUMBER, UNLESS NOTED OTHERWISE
- RECORD DATA PER REFERENCE MAP

NOTES

- 1) ALL DISTANCES ARE IN FEET AND DECIMALS THEREOF.
- 2) ALL DISTANCES SHOWN ARE BASED ON FIELD MEASUREMENTS OR CALCULATION, UNLESS OTHERWISE DENOTED BY RECORD REFERENCE.
- 3) JOINT USE PARCELS J-13 & J-14 ARE NOT INTENDED TO BE INCLUDED WITHIN THE BOUNDARY OF TRACT NO. 8047.
- 4) ALL EXISTING LOT LINES WITHIN THE BOUNDARY ARE TO BE REMOVED UPON THE RECORDING OF THIS MAP.

SCALE FACTOR
 BEARINGS AND DISTANCES ARE RELATED TO THE CALIFORNIA COORDINATE SYSTEM ZONE 3, N.A.D. 1927, AS ESTABLISHED BY CITY OF OAKLAND MONUMENTS AND RECORD DATA SHOWN ON RIGHT-OF-WAY MAPS FOR HIGHWAY 24 AND THE SAN FRANCISCO BAY AREA RAPID TRANSIT DISTRICT. FOR GROUND DISTANCES, MULTIPLY DISTANCES SHOWN BY 1.000748.

EASEMENT LEGEND

- P.A.E. PUBLIC ACCESS EASEMENT
- P.P.A.E. PUBLIC PEDESTRIAN ACCESS EASEMENT
- P.R.A.E. PRIVATE ROAD ACCESS EASEMENT
- P.U.E. PUBLIC UTILITY EASEMENT
- E.V.A.E. EMERGENCY VEHICLE ACCESS EASEMENT
- L.E. LANDSCAPE EASEMENT

DRAFT

TRACT NO. 8047
 PHASE 1 OF VESTING TENTATIVE MAP 8047
 LANDS OF THE SAN FRANCISCO BAY AREA
 RAPID TRANSIT DISTRICT - MACARTHUR STATION AREA
 CITY OF OAKLAND COUNTY OF ALAMEDA

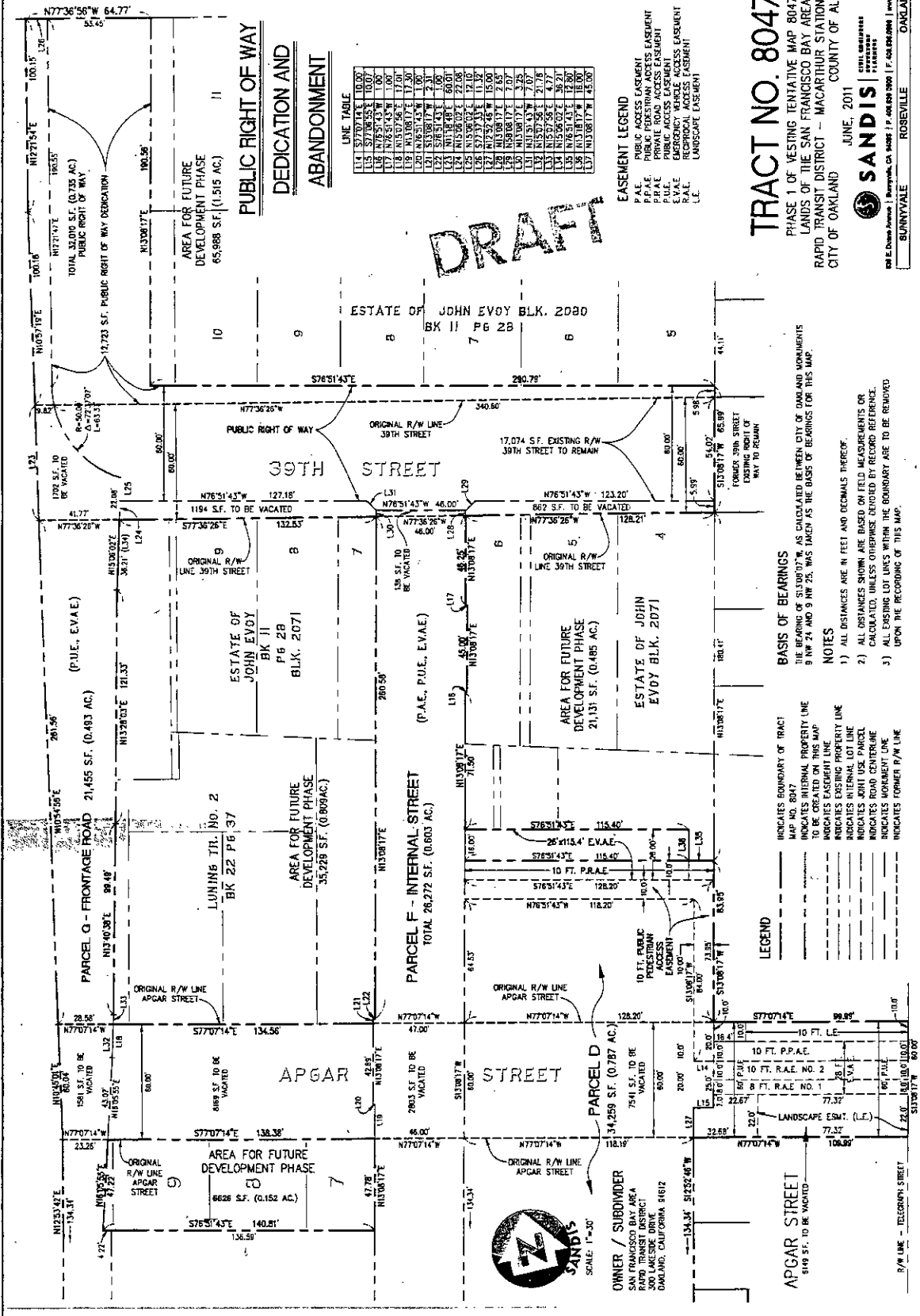
JUNE, 2011

SANDIS CIVIL ENGINEERING
 PROFESSIONAL FIRM

920 N. Duane Avenue | Sunnyvale, CA 94086 | P. 408.638.0800 | F. 408.638.0996 | www.sandis.net

SUNNYVALE ROSSVILLE OAKLAND

40th STREET
(100 FT. R/W)



LINE TABLE

| | | |
|-----|--------------|--------|
| L1 | N77°36'56" W | 64.77 |
| L2 | N77°36'56" W | 100.15 |
| L3 | N77°36'56" W | 100.00 |
| L4 | N77°36'56" W | 100.00 |
| L5 | N77°36'56" W | 100.00 |
| L6 | N77°36'56" W | 100.00 |
| L7 | N77°36'56" W | 100.00 |
| L8 | N77°36'56" W | 100.00 |
| L9 | N77°36'56" W | 100.00 |
| L10 | N77°36'56" W | 100.00 |
| L11 | N77°36'56" W | 100.00 |
| L12 | N77°36'56" W | 100.00 |
| L13 | N77°36'56" W | 100.00 |
| L14 | N77°36'56" W | 100.00 |
| L15 | N77°36'56" W | 100.00 |
| L16 | N77°36'56" W | 100.00 |
| L17 | N77°36'56" W | 100.00 |
| L18 | N77°36'56" W | 100.00 |
| L19 | N77°36'56" W | 100.00 |
| L20 | N77°36'56" W | 100.00 |
| L21 | N77°36'56" W | 100.00 |
| L22 | N77°36'56" W | 100.00 |
| L23 | N77°36'56" W | 100.00 |
| L24 | N77°36'56" W | 100.00 |
| L25 | N77°36'56" W | 100.00 |
| L26 | N77°36'56" W | 100.00 |
| L27 | N77°36'56" W | 100.00 |
| L28 | N77°36'56" W | 100.00 |
| L29 | N77°36'56" W | 100.00 |
| L30 | N77°36'56" W | 100.00 |
| L31 | N77°36'56" W | 100.00 |
| L32 | N77°36'56" W | 100.00 |
| L33 | N77°36'56" W | 100.00 |
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| L35 | N77°36'56" W | 100.00 |
| L36 | N77°36'56" W | 100.00 |
| L37 | N77°36'56" W | 100.00 |

- EASEMENT LEGEND
- P.A.E. PUBLIC ACCESS EASEMENT
 - P.P.A.E. PUBLIC PEDESTRIAN ACCESS EASEMENT
 - P.P.A.E. PUBLIC PEDESTRIAN ACCESS EASEMENT
 - P.U.E. PUBLIC UTILITY EASEMENT
 - E.V.A.E. ESTATE VEHICLE ACCESS EASEMENT
 - R.A.E. RECREATIONAL ACCESS EASEMENT
 - L.E. LANDSCAPE EASEMENT

TRACT NO. 8047
 PHASE 1 OF VESTING TENTATIVE MAP 8047
 LANDS OF THE SAN FRANCISCO BAY AREA
 RAPID TRANSIT DISTRICT - MACARTHUR STATION AREA
 CITY OF OAKLAND
 COUNTY OF ALAMEDA

JUNE, 2011
SANDIS CIVIL ENGINEERS
 1000 Lakeside Avenue | Berkeley, CA 94709 | P: 415.863.8888 | www.sandis.com
 SUNNYVALE ROSEVILLE OAKLAND

DRAFT

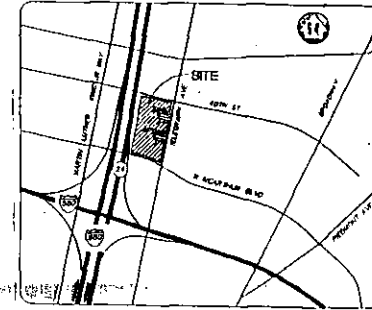
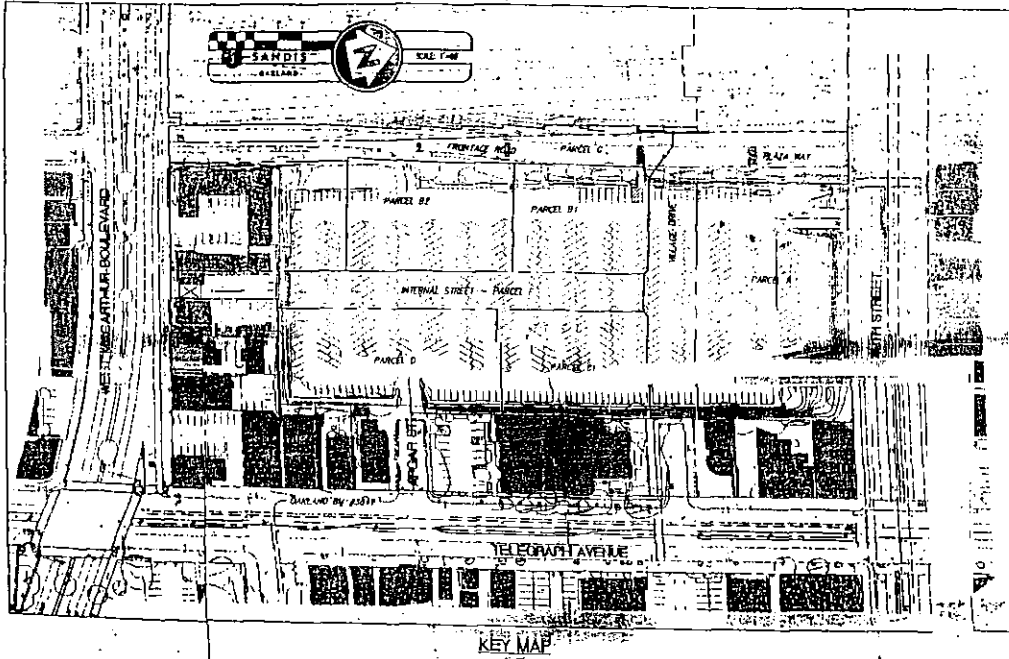
- BASIS OF BEARINGS**
 THE BEARING OF 342°59'17" WAS CALCULATED BETWEEN CITY OF OAKLAND INSTRUMENTS 91W 24 AND 91W 25, WHO WERE USED AS THE BASIS OF BEARINGS FOR THIS MAP.
- NOTES**
- 1) ALL DISTANCES ARE IN FEET AND DECIMALS THEREOF.
 - 2) ALL DISTANCES SHOWN ARE BASED ON FIELD MEASUREMENTS OR CALCULATED UNLESS OTHERWISE NOTED BY RECORDED REFERENCE.
 - 3) ALL EXISTING LOT LINES WITHIN THE BOUNDARY ARE TO BE REMOVED UPON THE RECORDING OF THIS MAP.

- LEGEND**
- INDICATES BOUNDARY OF TRACT MAP NO. 8047
 - INDICATES INTERNAL PROPERTY LINE TO BE CREATED ON THIS MAP
 - INDICATES EXISTING PROPERTY LINE
 - INDICATES EXISTING LOT LINE
 - INDICATES JOINT OR COMMON BOUNDARY LINE
 - INDICATES FORMER P/W LINE



OWNER / SUBDIVIDER
 SAN FRANCISCO BAY AREA
 RAPID TRANSIT DISTRICT
 300 LAKESIDE DRIVE
 OAKLAND, CALIFORNIA 94612

MACARTHUR TRANSIT VILLAGE



VICINITY MAP

SHEET INDEX

- 000 SITE PLAN
- 001 SITE PLAN
- 002 SITE PLAN
- 003 SITE PLAN
- 004 SITE PLAN
- 005 SITE PLAN
- 006 SITE PLAN
- 007 SITE PLAN
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- 098 SITE PLAN
- 099 SITE PLAN
- 100 SITE PLAN

EXHIBIT B

CONSULTANTS

CIVIL ENGINEER

SANDIS
1707 BROADWAY, SUITE 200
DUBLIN, CA 94568
CONTACT: JAMES WELSH
PH: (925) 877-8888

LANDSCAPE ARCHITECT

ARC DESIGN INC.
414 17TH STREET
DUBLIN, CA 94568
CONTACT: CHRISTOPHER WELSH
PH: (925) 877-8888

JOINT THOUGHT CONSULTANT

SANDIS
1707 BROADWAY, SUITE 200
DUBLIN, CA 94568
CONTACT: JAMES WELSH
PH: (925) 877-8888

TRAFFIC CONSULTANT

SANDIS
1707 BROADWAY, SUITE 200
DUBLIN, CA 94568
CONTACT: JAMES WELSH
PH: (925) 877-8888

PROJECT'S GENERAL DESCRIPTION

A NUMBER OF PARCELS ARE PROPOSED TO BE DEVELOPED AS PART OF THE MACARTHUR TRANSIT VILLAGE. THE PROPOSED DEVELOPMENT INCLUDES PARCELS A THROUGH G. THE DEVELOPMENT OF PARCELS A THROUGH G WILL BE IN ACCORDANCE WITH THE CITY OF DUBLIN'S GENERAL PLAN AND LOCAL ORDINANCES. THE DEVELOPMENT OF PARCELS A THROUGH G WILL BE IN ACCORDANCE WITH THE CITY OF DUBLIN'S GENERAL PLAN AND LOCAL ORDINANCES. THE DEVELOPMENT OF PARCELS A THROUGH G WILL BE IN ACCORDANCE WITH THE CITY OF DUBLIN'S GENERAL PLAN AND LOCAL ORDINANCES.

PROPERTY ADDRESS

1707 BROADWAY, SUITE 200
DUBLIN, CA 94568

DEVELOPERS

SANDIS
1707 BROADWAY, SUITE 200
DUBLIN, CA 94568

SANDIS
1707 BROADWAY, SUITE 200
DUBLIN, CA 94568
CONTACT: JAMES WELSH
PH: (925) 877-8888

DATE: 07-13-2010
SCALE: AS SHOWN
PROJECT: MACARTHUR TRANSIT VILLAGE
SHEET: 001 OF 100
DRAWN BY: JAW
CHECKED BY: JAW
APPROVED BY: JAW

| NO. | REVISION | DATE | BY |
|-----|-------------------|---------|-----|
| 1 | ISSUED FOR PERMIT | 7/13/10 | JAW |

MACARTHUR TRANSIT VILLAGE
SITE DEVELOPMENT
CALIFORNIA

COVER SHEET

SHEET
00.01

recording requested by:

CITY OF OAKLAND

when recorded mail to:

City of Oakland
CEDA - Building Services
Datzief Administration Building
250 Ogawa Plaza - 2nd Floor
Oakland, OA 94612
Attn: City Engineer

EXHIBIT C

----- space above for Recorder's use only -----

APPROVED FOR FORM AND LEGALITY

CITY ATTORNEY

SUBDIVISION IMPROVEMENT AGREEMENT

Deferred Construction of Public Infrastructure Improvements

MacArthur Transit Village

Phase 1 Final Map - Tract No. 8047

This Agreement is between the San Francisco Bay Area Rapid Transit District (BART), a rapid transit district established pursuant to California public utilities code Section 28500 et seq., MacArthur Transit Community Partners LLC, a California limited liability company (DEVELOPER) and its successors or assigns, affiliated companies or corporations, parent companies or corporations, or partners, and the City of Oakland (CITY), a California municipal corporation, herein after referred to as the Parties.

RECITALS

BART is the owner in fee title of five (5) of the ten (10) parcels comprising the approved Vesting Tentative Map (VTTM 8047) for the MacArthur Transit Village project (Project) located within the corporate limits of Oakland, which are identified by the Alameda County Assessor with the following parcel numbers and by the CITY with the corresponding addresses:

| | |
|---|------------------------------------|
| 012-0967-009-00 - 526 West MacArthur Blvd | 012-0967-049-01 - 515 Apgar Street |
| 012-0967-010-01 - 544 West MacArthur Blvd | 012-0968-055-01 - 516 Apgar Street |
| 012-0969-053-03 - 532 39th Street | |

The DEVELOPER and BART have presented a phased Final Map, which is identified by the Alameda County Clerk-Recorder as Tract No. 8047, to the CITY that proposes a voluntary merger of the existing parcels identified above and their re-subdivision in Phase 1 into two (2) developable lots, identified as Lots D and E, two privately maintained roadways, identified as Lots F and G, one (1) access easement, formerly Apgar Street, and one (1) public street extension of 39th Street with a connection to 40th Street..

The DEVELOPER is the developer of the Project for all purposes of this Agreement. As the owner of the existing parcels comprising the Project, BART has consented to the recordation of the Phase 1 Final Map for Tract No. 8047 and to the vacation and dedication of public rights-of-way and the dedication of public easements set forth therein and to the recordation of this Agreement.

As a condition precedent to the approval of the Phase 1 Final Map for Tract No. 8047, the CITY requires the irrevocable dedication of public right-of-way and public service easements shown on the map. In addition, the CITY requires the construction of public infrastructure improvements off-site in the CITY right-of-way and on-site in dedicated right-of-way and easements that customarily includes grading, paving, striping and lettering, curbs, gutters and sidewalks, trees, landscaping and irrigation, retaining walls, storm drains and sanitary sewers, street name and public transportation signs, survey monuments, electricity, water, communication, and natural gas utility mains and branch piping and wiring, fire hydrants, street light electroliers, traffic control and curb parking signs, signals and meters, and all appurtenances thereto pursuant to this Agreement..

The DEVELOPER and BART have asked the CITY and local public utility companies to accept the permanent maintenance of the required public infrastructure improvements shown on the construction plans accompanying the public infrastructure permit and the grading permit, included herein by reference. Construction of the required public infrastructure improvements, however, has not commenced nor been accepted by the CITY. Consequently and in consideration of the approval of the Phase 1 Final Map for Tract No. 8047 and acceptance of the irrevocable offers of dedication of public right-of-way and public service easements, vacations of public right-of-way, and acceptance of the permanent maintenance of the required public infrastructure improvements, the Parties desire to establish an Agreement binding the DEVELOPER to complete the required on-site and off-site public infrastructure improvements within the time duration set forth in Section 4 below.

THEREFORE, it is agreed by and between the Parties as follows:

1. Approval of the Phase 1 Final Map for Tract No. 8047

Approval by the CITY of the Phase 1 Final Map for Tract No. 8047 shall be conditioned upon recordation of this Agreement by the Alameda County Clerk-Recorder, as well as the DEVELOPER's satisfactory performance of its obligations specified in this Agreement, as determined by the CITY.

2. Construction of Public Infrastructure Improvements

The DEVELOPER shall construct all required on-site and off-site public infrastructure improvements in strict accordance with all permits, specifications, plans and applicable CITY standards and performance criteria as specified in the public infrastructure permit and set forth below in Section 3.

3. Special Conditions

The DEVELOPER shall comply with the special conditions as follows:

- A. Public infrastructure improvements shall conform with the performance criteria specified in Oakland Municipal Code Chapter 16.16 - Design Standards and in Standard Details for Public Works Construction and Standard Specifications for Public Works Construction, current editions.
- B. The time duration for the completion of required public infrastructure improvements, as set forth in Section 4 below, shall include allowance for construction workday delays attributable to consecutive and intermittent inclement weather, as has been recorded by the United States Weather Bureau for the CITY and surrounding area and seasonally averaged for the previous ten (10) years.
- C. Hours, days, and months of operation and control of public nuisance conditions for the construction of required public infrastructure improvements shall conform with the requirements of all CITY Conditions of Approval for the project and the Oakland Municipal Code, including section 15.04.660 (Grading, Excavations, and Fills).

- D. Performance standards for the construction of required public infrastructure improvements shall comply with the requirements of Oakland Municipal Code chapter 17.120 and with regional, state, and federal regulations for "Best Management Practices" for erosion and sedimentation control, including a California Construction General Permit with a Storm Water Pollution Prevention Plan (SWPPP - "C6") provided by a Qualified SWPPP Developer (QSD) and monitored by a Qualified SWPPP Practitioner (QSP).
- E. In order to safeguard life, public and private property, and to ensure that the work will be carried out in an orderly manner in conformance with all regulations and without creating a public nuisance, the City Engineer may add to, remove, or change these Special Conditions from time to time during the duration of the permit as he or she deems reasonably necessary.

4. Completion of Public Infrastructure Improvements

- A. All construction of required public infrastructure improvements shall be completed by the DEVELOPER within one (1) year of the date of recordation of this Agreement, except those required improvements for which another completion date is stated in the public infrastructure permit or set forth above in Section 3 above. Construction shall not be deemed complete until the public infrastructure permit has been finalized and an unconditional Certificate of Completion has been issued by the City Engineer.
- B. The City Engineer may approve an extension the time for completion of the required public infrastructure improvements upon demonstration of good cause. Such approval shall not be unreasonably withheld.
- C. An extension may be granted without notice to the Surety, and extensions so granted shall not relieve the Surety's liability on any of the bonds required by this Agreement.

5. Acceptance of Dedications and Ownership of Public Infrastructure Improvements

Upon final approval of the public infrastructure improvement permit and grading permit and unconditional issuance of a Certificate of Completion, all irrevocable offers of dedication of public rights-of-way and public easements will be accepted by the CITY, and all improvements required by this Agreement shall become the sole property of the CITY. The CITY will subsequently accept the permanent maintenance of these improvements as set forth below in Section 7 - Maintenance and Section 8 - Guarantee and Warranty.

6. Responsibility for Dedications and Public Infrastructure Improvements

Until the Certificate of Completion is unconditionally issued, the DEVELOPER shall give good and adequate warning to the public of each and every defective or dangerous condition existing or arising within all public right-of-way and public easements offered for dedication and shall adequately protect the public from said unsafe conditions. Warning to and protection of the public shall remain the sole responsibility and expense of the DEVELOPER until such time as the Certificate of Completion is unconditionally issued.

7. Maintenance of Public Infrastructure Improvements

Until one (1) year has elapsed following unconditional issuance of the Certificate of Completion, the DEVELOPER shall maintain the construction of the required public infrastructure improvements and shall immediately perform or cause to be performed at its sole expense all necessary repairs, replacements, additions, or other corrective actions.

8. Guarantee of Workmanship and Warranty of Equipment, Materials, and Expertise

Until one (1) year has elapsed following the unconditional issuance of the Certificate of Completion, the DEVELOPER warrants that the required public infrastructure improvements, including the equipment and materials provided for the required improvements, are and will be free from defects and guarantees that the construction of the required improvements is and will be free from deficiencies and that the required improvements will perform satisfactorily in accordance with the specifications, plans and applicable CITY standards and performance criteria as specified in the public infrastructure permit and set forth in Section 3 above. The DEVELOPER further warrants that its design professionals are competent, that their analyses are adequate, and that their designs will meet or exceed the applicable CITY standards and performance criteria as specified in the public infrastructure permit and set forth in Section 3 above.

If at any time before the expiration of the guarantee and warrantee period specified herein said designs prove to be inadequate in any respect, as determined by the City Engineer, the DEVELOPER shall make changes at its sole expense necessary to assure conformance with said standards and criteria.

9. Inspection of Construction

Inspection of the construction and equipment and materials, or approval of the construction and equipment and materials inspected, or statement by any officer, agent, or employee of the CITY indicating the construction and equipment and materials, or any part thereof, comply with the requirements and conditions of this Agreement, or acceptance of the whole or any part of the construction and materials, or payments thereof, or any combinations, or any combination, or all of these acts shall not relieve the DEVELOPER of its obligation to fulfill this Agreement as prescribed herein; nor shall the CITY be thereby estopped from bringing any action for damages arising from the failure of the DEVELOPER to comply with any of the requirements and conditions of this Agreement.

10. Payment of Fees and Penalties and Accrued Interest

Prior to issuance of the Certificate of Completion and prior to acceptance by the CITY of the on-site and off-site required public infrastructure improvements for permanent maintenance, all fees and penalties and accrued interest shall be paid to the CITY and other Public Agencies that remain unpaid. Interest on amounts owed to the CITY shall accrue at the rates set forth in its Master Fee Schedule and from date that the fees and penalties are assessed and shall continue until full payment is received, whether or not any conditions of this Agreement are extended or modified.

11. Reversion to Acreage

If the DEVELOPER fails to perform its obligations under this Agreement, BART, as the subdivider, consents to the reversion to acreage of the land which is the subject to this Agreement pursuant to Government Code section 66499.16 and DEVELOPER to bear all applicable costs.

12. Security

Surety bonds shall presented to the CITY, in a form satisfactory to the City Attorney, issued by a corporate surety authorized to issue said security in the State of California as follows:

A. Before execution of this Agreement, the following securities shall be presented:

1. Faithful Performance Bond in a face amount not less than **\$3,591,000.00**, which is the full amount (one-hundred percent) of the City Engineer's total estimated cost for constructing the

required on-site and off-site public infrastructure improvements, to secure faithful performance of this Agreement; and

2. Labor and Materials Bond in a face amount not less **\$1,795,500.00**, which is one-half (fifty percent) of the full amount of the City Engineer's total estimated cost for constructing the required on-site and off-site public infrastructure improvements, to secure payment to the contractor, subcontractors, laborers and materialmen furnishing supervision, labor, materials and equipment engaged in the construction pursuant to this Agreement, and further to secure payment as required by the Unemployment Insurance Act.

The Faithful Performance Bond and the Labor and Material Bond shall not be limited in duration nor stipulate a date of expiration and shall remain in effect until the unconditional issuance of the Certificate of Completion of the required public infrastructure improvements

- B. Before final approval of the public infrastructure permit, a Maintenance Bond shall be presented in a face amount not less than **\$897,750.00**, which is one-quarter (twenty-five percent) of the full amount of the City Engineer's total estimated cost for constructing the required on-site and off-site required public infrastructure improvements, to secure faithful performance of Section 7 - Maintenance and Section 8 - Guarantee and Warranty above. This Maintenance Bond shall remain in effect for not less than one year (1) after the date of the unconditional issuance of the Certificate of Completion of the required public infrastructure improvements.
- C. Pursuant to Government Code section 66499.4, the obligation guaranteed by each bond shall include costs and reasonable expenses and fees, including reasonable attorney fees and expert witness fees, incurred by the CITY in successfully enforcing said obligations and shall be in addition to the face amount of each bond.
- D. All such bonds and/or other surety are subject to review and approval by the City Attorney for legal sufficiency, and if no bonds or other surety acceptable to the City Attorney are provided this Agreement shall be void.

13. Alternative Security

In lieu of the bonds required above in Section 12, alternative securities may be substituted in a form provided by Government Code Section 66499.3 and subject to review and approval by the City Attorney.

14. Hold Harmless

- A. The DEVELOPER agrees and promises to defend (with counsel acceptable to the CITY), hold harmless, and indemnify the CITY, the Oakland City Council, and its respective officials, officers, employees, agents, representatives, and volunteers from any and all liability, claims, demands, lawsuits, actions, causes of action proceeding and judgments for injury and/or damages of any kind and nature whatsoever (including legal costs, attorneys' fees, expert witness or consultant fees, City Attorney or staff time, expenses or costs) (collectively called "Action") arising out of, related to or caused by performance of this Agreement, including without limitation the design, construction and/or maintenance (for a period of one year following unconditional issuance of the Certificate of Completion) of the on-site and off-site required public infrastructure improvements and regardless of responsibility for negligence. The CITY may elect, in its sole and absolute discretion, to participate in the defense of said Action, and the DEVELOPER shall reimburse the CITY for its reasonable legal costs and attorneys' fees. This indemnification shall survive the termination of this Agreement.

- B. Within ten (10) calendar days of the filing of any Action as specified in subsection A above, the DEVELOPER shall execute a Joint Defense Letter Agreement with the CITY, acceptable to the City Attorney, which memorializes the above obligations. These obligations and the Joint Defense Letter of Agreement shall survive termination, extinguishment or invalidation of this Agreement. Failure to timely execute the Letter Agreement does not relieve the DEVELOPER of any of the obligations contained in this condition or other requirements or conditions of approval that may be imposed by the CITY.

15. Insurance Required

Sufficient insurance shall be procured and maintained for the duration of the Agreement against claims for injuries to persons or damages to property that may arise from or in connection with the performance of the work hereunder by the DEVELOPER and its agents, representatives, employees or subcontractors.

A. Minimum Scope of Insurance

Coverage shall be at least as broad as:

1. Insurance Services Office Commercial General Liability coverage ("occurrence" form CG 0001).
2. Insurance Services Office form number CA 0001 covering Automobile Liability, code 1 "any auto."
3. Workers' Compensation insurance as required by the Labor Code of the State of California and Employers Liability insurance.

B. Minimum Limits of Insurance

1. Commercial General Liability insurance, including but not limited to, Bodily Injury, Broad Form Property Damage, Contractual Liability, Operations, Products and Completed Operations, Owners and Contractors Protective Liability, and/or XCU coverage, when applicable, with limits not less than **\$2,000,000.00** combined single limit per occurrence for bodily damage, personal injury and property damage. The limits of insurance shall apply separately to this project or location. The policy shall contain a severability of interest clause or cross liability clause or the equivalent thereof
2. Automobile Liability with limits not less than **\$2,000,000.00** combined single limit per accident for bodily injury and property damage.
3. Worker's Compensation insurance as required by the laws of the State of California with limits not less than **\$1,000,000.00**. Statutory coverage may include Employers Liability coverage. The Contractor certifies that he/she is aware of the provisions of section 3700 of the California Labor Code, which requires every employer to provide Workers' Compensation coverage, or to undertake self-insurance in accordance with the provisions of that Code. The Contractor shall comply with the provisions of section 3700 of the California Labor Code before commencing performance of the work under this Agreement and thereafter as required by that code.
4. Professional Liability/ Errors/ Omissions insurance with limits not less than **\$1,000,000.00**.
5. Builders' Risk/ Course of Construction insurance covering all risks of loss with limits not less than the completed value of the project with no coinsurance penalty provisions. The

CITY shall be named as loss payee under this policy. The insurer shall waive all rights of subrogation against the CITY.

C. Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by the CITY. At the option of the CITY, either

1. the insurer shall reduce or eliminate such deductibles or self-insured retentions with respect to the CITY and its officers, officials, employees, agents and volunteers, or
2. a bond shall be procured guaranteeing payment of losses and related investigations, claim administration and defense expenses.

D. Other Insurance Provisions

The general and automobile liability policies required by this Section 15 shall contain, or be endorsed to contain, the following provisions:

1. The CITY and its officers, officials, employees, representatives, agents and volunteers are to be covered as additional insured as respects:
 - (a) liability arising out of activities performed by or on behalf of the DEVELOPER and its agents, representatives, employees or subcontractors;
 - (b) products and completed operations of the DEVELOPER and its agents, representatives, employees or subcontractors;
 - (c) premises owned, occupied or used by the DEVELOPER and its agents, representatives, employees or subcontractors, or
 - (d) automobiles owned, leased, hired or borrowed by the DEVELOPER and its agents, representatives, employees or subcontractors.

The coverage shall contain no special limitations on the scope of protection afforded to the CITY and its officers, officials, employees, representatives, agents, and volunteers.

2. Insurance coverage required by this Section 15 shall be primary insurance as respects the CITY and its officers, officials, representatives, employees, agents and volunteers. Any insurance or self-insurance maintained by the CITY and its officers, officials, employees, representatives, agents, or volunteers shall be excess of insurance for the DEVELOPER and its agents, representatives, employees or subcontractors and shall not contribute with it.
3. Any failure to comply with reporting provisions of the policies required by this Section 15, including breaches of warranties, shall not affect coverage provided to the CITY and its officers, officials, employees, representatives, agents, and volunteers.
4. Insurance required by this Section 15 shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
5. The insurer shall agree to waive all rights of subrogation against the CITY and its officers, officials, employees, representatives, agents, and volunteers for losses arising from work performed by the DEVELOPER for the CITY.
6. Each insurance policy required by this Section 15 shall be endorsed to state that coverage shall not be canceled, except for non-payment of premium, by either party, except after thirty (30) days prior written notice by certified mail, return receipt required, has been given to the CITY.

In the event the policy is canceled for non-payment of premium, ten (10) days prior written notice, as stated above, will be given.

E. Acceptability of Insurers

If the insurance company providing coverage required by this Section 15 is licensed to do business in the State of California, the company shall have an A.M. Best rating of not less than A:VII. However, if the insurance company is not licensed to do business in California, the A.M. Best rating shall not be less than A+:X. The maximum A.M. Best rating is A++:XV.

F. Verification of Coverage

Certificates of insurance shall be furnished with original endorsements effecting coverage required by this Section 15. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf. The Commercial General Liability endorsement shall be a form CG 2010 (or proprietary equivalent), attached to this form. The Commercial Automobile Liability endorsement shall be a form CA 20 48, attached to this document. All certificates and endorsements shall be received and approved by the CITY before work commences. The CITY reserves the right to require complete, certified copies of all required insurance policies, at any time. *A STATEMENT OF ADDITIONAL INSURED ENDORSEMENT ON THE ACORD INSURANCE CERTIFICATE FORM IS INSUFFICIENT AND WILL BE REJECTED AS PROOF OF THE ADDITIONAL INSURED REQUIREMENT.*

G. Subcontractors

All subcontractors shall be included as insured under the policies required by this Section 15 or separate certificates and endorsements shall be furnished for each subcontractor. All coverage for subcontractors shall be subject to all of the requirements stated herein.

16. Actions to Enforce

If any action at law or in equity, including an action for declaratory relief, is brought to enforce or interpret the provisions of this Agreement, the prevailing party shall be entitled to costs and reasonable expenses and fees, including reasonable attorney fees and expert witness fees, in addition to any other relief to which they may be entitled.

17. Beneficiaries, Heirs, Assigns, and Successors In Interest

This Agreement pertains to and runs with the real property included within the Phase 1 Final Map for Tract No. 8047, which land is expressly agreed to benefit from the privileges granted under this Agreement, and binds the beneficiaries, heirs, assigns, and successors in interest in the properties of BART. Notwithstanding anything to the contrary herein, BART shall not be obligated to perform, and shall have no liability for Developer's failure to perform the obligations of Developer set forth in this Agreement.

18. Attachments

The following documents are incorporated into this Agreement by reference:

| | |
|--|---|
| CITY permits: Public Infrastructure PX 1100070 | Planning PUDF 10097, ER 060004, DA 10204 |
| Building n.a. | Grading GR _____, Tree Removal 1100016 |
| Encroachment n.a. | Est. Cost of Improvements \$ 3,591,000.00 |
| Final Map: Phase 1 - Tract No. 8047 | Resolution No. _____ C.M.S. |
| Insurer: _____ | Surety: _____ |

19. Constructive Notice

This Agreement shall be filed with the Alameda County Clerk-Recorder for recordation.

20. Effective Date

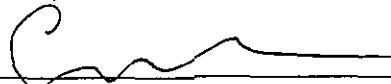
This Agreement shall be effective on the date of its execution by the CITY.

IN WITNESS WHEREOF, BART and the DEVELOPER each has caused its name to be subscribed hereto, and the CITY has caused its name to be affixed hereto on the dates indicated on the attached notarized acknowledgements.

* DEVELOPER:

MacArthur Transit Community Partners, LLC
a California limited liability company

by: BRIDGE Economic Development Corporation,
a California nonprofit public benefit corporation,
its managing member


by: 
Cynthia A. Parker,
President

* BART:

San Francisco Bay Area Rapid Transit District
a rapid transit district established pursuant to
Calif public utilities code Section 28500 et seq.

by:


signature


name


title

* CITY:

City of Oakland
a California municipal corporation

* notarized acknowledgment required

by: _____
signature

RAYMOND M. DERANIA
City Engineer

Introduced by _____

CITY CLERK

Approved for Form and Legality

DRAFT
City Attorney

Councilmember _____

7 11 09

OAKLAND CITY COUNCIL

Resolution No. _____ C.M.S.

RESOLUTION CONDITIONALLY APPROVING A FINAL MAP (PHASE 1) FOR TRACT No. 8047, THE VACATION (ABANDONMENT) OF APGAR STREET, THE DEDICATIONS OF PUBLIC EASEMENTS AND RIGHT OF WAY, AND A SUBDIVISION IMPROVEMENT AGREEMENT WITH MACARTHUR TRANSIT COMMUNITY PARTNERS FOR DEFERRED CONSTRUCTION OF PUBLIC INFRASTRUCTURE IMPROVEMENTS, ALL ASSOCIATED WITH DEVELOPMENT OF THE MACARTHUR TRANSIT VILLAGE PROJECT TO CONSTRUCT A PARKING GARAGE FOR THE SAN FRANCISCO BAY AREA RAPID TRANSIT DISTRICT (BART) AND AN AFFORDABLE HOUSING MULTIPLE FAMILY BUILDING

WHEREAS, the San Francisco Bay Area Rapid Transit District (BART), a regional transh district established pursuant to California Public Utilities Code section 28500 et seq., is the owner and subdivider of five (5) contiguous parcels identified by the Alameda County Clerk-Recorder as Tract No. 8047, and by the Alameda County Assessor and the City of Oakland as follows:

- 012-0967-009-00 - 526 West MacArthur Blvd
- 012-0967-010-01 - 544 West MacArthur Blvd
- 012-0969-053-03 - 532 39th Street
- 012-0968-055-01 - 516 Apgar Street
- 012-0967-049-01 - 515 Apgar Street

which comprise, with additional adjoining parcels, the MacArthur Transit Village residential housing project and site; and

WHEREAS, BART has previously entered into an agreement with MacArthur Transit Community Partners, LLC (MTCP), a California limited liability company (no. 200419810042), to develop said parcels for a new BART parking garage, multiple-family housing, and associated publicly and privately maintained infrastructure; and

WHEREAS, BART and MTCP have previously applied to the City of Oakland for a vesting tentative map (TTM 8047) to voluntarily merge said parcels and subdivide the platted land into two (2) developable lots and two (2) additional lots for access roads maintained by BART and MTCP; and

WHEREAS, the Council of the City of Oakland adopted the "Development Agreement By And Between City of Oakland And MacArthur Transit Community Partners, LLC Regarding The Property And Project Known As 'MacArthur Transit Village'" on July 21, 2009; and

WHEREAS, the City Planning Commission previously certified the MacArthur Transit Village EIR (ER 06004), adopted an addendum to said EIR determining that no further environmental review was required and also approved said vesting tentative map, upon which the Phase 1 Final Map for Tract No. 8047 is based and the Stage I Final Development Plan (PUDF 10097), which includes construction of the BART parking garage on March 16, 2011; and

WHEREAS, the City Planning Commission adopted an addendum and also approved the Final Development Plan (PUDF 10304), which includes construction of an affordable housing multiple family building, on April 6, 2011; and

WHEREAS, pursuant to Resolution No. 83292 C.M.S., the City Council approved the Stage I Final Development Plan (PUDF 10097) and the Phase 1 Final Map for Tract No. 8047, which includes construction of the BART parking garage, and affirmed the Planning Commission's CEQA determination that no further environmental review was required on April 5, 2011; and

WHEREAS, pursuant to Resolution No. 83365 C.M.S., the City Council approved the Stage II Final Development Plan (PUDF 10304), which includes construction of an affordable housing multiple family building, and affirmed the Planning Commission's CEQA determination that no further environmental review was required on May 17, 2011; and

WHEREAS, said Final Map proposes:

- the establishment of
 - o one (1) lot, designated thereon as Lot D, for construction of an affordable housing multiple family building;
 - o one (1) lot, designated thereon as Lot E, for construction of a parking garage for BART patrons and transit village residents;
 - o one (1) lot, designated thereon as Lot F, for construction of an internal access road which will be maintained by a MacArthur Transit Village homeowners association;
 - o one (1) lot, designated thereon as Lot G, for an existing BART access road;
- the irrevocable dedication to the City without valuable consideration of
 - o public utility, public access, and emergency vehicle easements which will be maintained by a MacArthur Transit Village homeowners association;
 - o real property owned by BART to extend 39th Street to its intersection with 40th Street;
- the vacation without valuable consideration of
 - o equal parts of a portion of the Apgar Street public right-of-way to the abutting property owners, Alta Bates Summit Medical Center Surgical Property Company LLC, owner of Assessor parcel no. 012-0968-003-01 (3869 Telegraph Avenue) and Horizon Services, owner of Assessor parcel no. 012-0697-001-00 (3847 Telegraph Avenue);
 - o remaining remnant portions of the Apgar Street and 39th Street public rights-of-way within the MacArthur Transit Village project site to BART; and

WHEREAS, the City Engineer of the City of Oakland has determined that

- the Phase 1 Final Map for Tract No. 8047, attached hereto as *Exhibit A*, is substantially the same as said vesting tentative map approved by the Planning Commission, upon which said Final Map is based; and
- the Phase 1 Final Map for Tract No. 8047 complies in all manners with the provisions of the California Government Code (Section 66400, et seq. - Subdivision Map Act), and the City of Oakland's local ordinance (Municipal Code Title 16 - Subdivisions); and

WHEREAS, the City Engineer has further determined that the Phase 1 Final Map for Tract No. 8047 is technically correct and accurately delineates the proposed metes and bounds of the property boundaries separating said four (4) subdivided lots and the on-site public service easements and public right-of-way, the limits of which have been established by field survey and can be re-established from the monuments, property corners, radii, bearings, and distances shown on said Final Map; and

WHEREAS, MTCP has employed a competent and qualified design professional, who is licensed by the State of California to practice civil engineering, to prepare plans and specifications for the construction of required surface and subsurface public infrastructure improvements within the on-site public right-of-way and easements and the adjoining rights-of-way along West MacArthur Boulevard, Telegraph Avenue, 39th Street, 40th Street, and Apgar Street; and

WHEREAS, the City Engineer has approved infrastructure permit no. PX1100070 and the associated plans and specifications for construction of said required public infrastructure improvements, included by reference with *Exhibit B*, attached hereto; and

WHEREAS, pursuant to Government Code section 66462 and Municipal Code section 16.20.100, as a condition precedent to approval of the Phase 1 Final Map for Tract No. 8047, MTCP has executed a Subdivision Improvement Agreement (SIA), attached hereto as *Exhibit C*, assuring the timely construction, unconditional warranty, and prescribed maintenance of all required public infrastructure improvements; and

WHEREAS, pursuant to Government Code section 66499 et seq. and Municipal Code section 16.20.100, MTCP has deposited surety bonds, included by reference with *Exhibit C*, and in sufficient amounts, as estimated by the City Engineer, to secure its performance under *Exhibit B*; and

WHEREAS, the City of Oakland has reviewed and considered documentation relevant to the proposed subdivision and the EIR and hereby finds and determines that there are no changes to the project considered in the EIR, or circumstances under which it will be undertaken, or new information of substantial importance that requires preparation of a subsequent or supplemental EIR, as specified in CEQA and the State EIR Guidelines, including without limitation, Public Resources Code Section 2116 and State EIR Guidelines Section 15162 and 15163; and the requirements of the CEQA and the CEQA Guidelines have been satisfied; now, therefore, be it

RESOLVED: That this Resolution complies with CEQA; and be it

FURTHER RESOLVED: That the Phase 1 Final Map for Tract No. 8047 is hereby conditionally approved; and be it

FURTHER RESOLVED: That the vacation without valuable consideration of equal parts of a portion of Apgar Street to the abutting property owners and the reservation of public service easements thereon, as delineated on said Final Map, is hereby conditionally approved; and be it

FURTHER RESOLVED: That the dedication of public service easements to the City of Oakland on said Lots D, E, F, and G, as delineated on said Final Map, is hereby conditionally accepted; and be it

FURTHER RESOLVED: That the dedication without valuable consideration to the City of Oakland of real property owned by BART for use as public right-of-way to extend 39th Street to its intersection with 40th Street, as delineated on said Final Map, is hereby conditionally accepted; and be it

FURTHER RESOLVED: That the approval of the vacations of said rights-of-way and the acceptance of the dedications of said right-of way and easements, and the reservations of said easements are conditioned upon completion to the satisfaction of the City Engineer of said public infrastructure improvements, as set forth in said SIA; and be it

FURTHER RESOLVED: That failure by MTCP to comply in all aspects with said SIA shall void the approval of the Phase 1 Final Map of Tract No. 8047 and void the approval of said vacations and void the acceptance of said dedications and void the set-aside of said reservations and shall revert said five (5) originally platted parcels comprising Tract No. 8047 to acreage; and be it

FURTHER RESOLVED: That a MacArthur Transit Village homeowners association shall be responsible in perpetuity for the installation, maintenance, repair, and removal of all infrastructure improvements within said public service easements as delineated on the Phase 1 Final Map for Tract No. 8047, including but not limited to roadway pavement, sidewalks, curbs, gutters, trees and landscaping, irrigation, electrical lighting, sanitary sewer piping, storm water piping, and potable water piping, but excepting from said responsibility infrastructure improvements that are otherwise regulated by California Public Utilities Commission or customarily maintained by the City of Oakland ; and be it

FURTHER RESOLVED: That by the acceptance of said vacated sections of the public rights-of-way of Apgar Street and 39th Street, MTCP, Alta Bates Summit Medical Center Surgical Property Company LLC, and Horizon Services, collectively referred to as the Parties, acknowledge each of and agree to all of the following:

- a. the Parties, jointly and severally, shall defend, hold harmless, and indemnify the City of Oakland and its officials, officers, employees, agents, representatives, and volunteers from

any claim, demand, lawsuit and judgment for damages of any kind and nature arising out of said vacation and regardless of responsibility for negligence;

- b. the City of Oakland makes no representations or warranties as to the conditions beneath said vacated sections of the public right-of-way; and that by accepting these vacations, MTCP agrees that it will use the vacated area at its own risk;
- c. the City of Oakland is unaware of the existence of any hazardous substances beneath said vacated area, and the Parties hereby waive and fully release and forever discharge the City of Oakland and its officers, officials, representatives, employees, agents, and volunteers from any and all claims, demands, liabilities, damages, actions, causes of action, penalties, fines, liens, judgments, costs, or expenses whatsoever (including, without limitation, attorneys' fees and costs), whether direct or indirect, known or unknown, foreseen or unforeseen, that may arise out of or in any way connected with the physical condition, or required remediation of the excavation area or any law or regulation applicable thereto, including, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended (42 U.S.C. Sections 9601 et seq.), the Resource Conservation and Recovery Act of 1976 (42 U.S.C. Section 6901 et seq.), the Clean Water Act (33 U.S.C. Section 466 et seq.), the Safe Drinking Water Act (14 U.S.C. Sections 1401-1450), the Hazardous Materials Transportation Act (49 U.S.C. Section 1801 et seq.), the Toxic Substance Control Act (15 U.S.C. Sections 2601-2629), the California Hazardous Waste Control Law (California Health and Safety Code Sections 25100 et seq.), the Porter-Cologne Water Quality Control Act (California Health and Safety Code Section 13000 et seq.), the Hazardous Substance Account Act (California Health and Safety Code Section 25300 et seq.), and the Safe Drinking Water and Toxic Enforcement Act (California Health and Safety Code Section 25249.5 et seq.);
- d. the Parties understand and agree that it hereby expressly waives all rights and benefits which it now has or in the future may have, under and by virtue of the terms of California Civil Code Section 1542, which reads as follows: "A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM MUST HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH THE DEBTOR";
- e. the Parties recognize by waiving the provisions of Civil Code Section 1542 they will not be able to make any claims for damages that may exist, and to which, if known, would materially affect their decisions to accept the vacation of said section of the public right-of-way, regardless of whether its lack of knowledge is the result of ignorance, oversight, error, negligence, or any other cause; and be it

FURTHER RESOLVED: That the hereinabove conditions shall be binding upon MTCP and its representatives, heirs, successors, and assigns and the successive owners of said lots as delineated on the Phase 1 Final Map for Tract 8047 and upon Alta Bates Summit Medical Center Surgical Property Company LLC and Horizon Services and their representatives, heirs, successors, and assigns and the successive owners of their properties identified herein above; and be it

FURTHER RESOLVED: That the City Engineer and the City Clerk of the City of Oakland are hereby authorized to endorse the Phase 1 Final Map for Tract No. 8047; and be it

FURTHER RESOLVED: That upon said executions by the City Engineer and the City Clerk, the City Engineer is directed to file the fully endorsed Final Map and the Subdivision Improvement Agreement concurrently with the Alameda County Clerk-Recorder for simultaneous recordation; and be it

FURTHER RESOLVED: That this Resolution shall become effective upon the recordation of the Phase 1 Final Map for Tract No. 8047 by the Alameda County Clerk-Recorder; and be it

FURTHER RESOLVED: That the Subdivision Improvement Agreement with MTCP for said Phase 1 Final Map for Tract No. 8047 is hereby approved; and be it

FURTHER RESOLVED: That the City Attorney's approval of said Agreement and the instruments securing the MTCP's performance under said Agreement shall be obtained prior to execution of said Agreement by the City Engineer on behalf of the City of Oakland; and be it

FURTHER RESOLVED: That the City Engineer is hereby directed to file said executed Subdivision Improvement Agreement concurrently with said fully endorsed Phase 1 Final Map for Tract No. 8047 for simultaneous recordation by the Alameda County Clerk-Recorder; and be it

FURTHER RESOLVED: That the City Engineer is further authorized, without returning to the City Council, to extend the time period designated in the Subdivision Improvement Agreement for completion of the public infrastructure improvements upon demonstration of good cause, as determined by the City Engineer.

IN COUNCIL, OAKLAND, CALIFORNIA, _____, 2011

PASSED BY THE FOLLOWING VOTE:

AYES - BROOKS, BRUNNER, DE LA FUENTE, KAPLAN, KERNIGHAN, NADEL,
SCHAAF, and PRESIDENT REID

NOES -

ABSENT -

ABSTENTION -

ATTEST: _____
LATONDA SIMMONS
City Clerk and Clerk of the Council
of the City of Oakland, California