

Introduced by

Approved for Form and Legality

OAKLAND CITY COUNCIL

05 OCT 20 PM 2:54

*Farimah Faiz*

\_\_\_\_\_  
Councilmember

\_\_\_\_\_  
City Attorney

**OAKLAND CITY COUNCIL**  
**---79544---**

**Resolution No. \_\_\_\_\_ C.M.S.**

**RESOLUTION APPROVING A SUBDIVISION IMPROVEMENT AGREEMENT WITH FC OAKLAND, INC., FOR DEFERRED CONSTRUCTION OF PUBLIC INFRASTRUCTURE IMPROVEMENTS FOR THE FINAL MAP FOR TRACT 7616 FOR THE UPTOWN OAKLAND MIXED USE REDEVELOPMENT PROJECT**

**Whereas**, the Redevelopment Agency of the City of Oakland and the developer of the Uptown Oakland mixed use redevelopment project, FC Oakland, a California Corporation (no. C2207573), are the Subdividers of previously divided parcels identified as Tract 7616 and bounded on two adjacent City blocks by Telegraph Avenue, San Pablo Avenue, Thomas L. Berkley Way, William Street, and 19th Street; and

**Whereas**, the Planning Commission of the City of Oakland approved the vesting tentative map and a Planned Unit Development for Tract 7616 on June 1, 2005, which proposed a merger of the forty-one original parcels and their re-subdivision into four developable lots and a fifth lot for a public park; and

**Whereas**, the Redevelopment Agency has acquired by purchase for valuable consideration and by order of possession through eminent domain proceedings and by vacation of public right-of-way by the City of Oakland (Ordinance 12687 C.M.S.), all real property comprising Tract 7616, excepting three parcels of the original forty-one that are owned in fee simple by FC Oakland; and

**Whereas**, the Redevelopment Agency and FC Oakland have mutually consented by and between themselves to the merger of each and all forty-one original parcels and to their re-subdivision into the five lots of Tract 7616; and

**Whereas**, the City Engineer has approved plans and specifications prepared by FC Oakland for a permit (PX0400051) to construct required publicly and privately maintained surface and subsurface improvements within the public right-of-way; and

**Whereas**, pursuant to Government Code section 66462 and Municipal Code section 16.20.100 as a condition precedent to approval by the City Council of the Final Map for Tract 7616, FC Oakland, as the Suddivider, will execute a Subdivision Improvement Agreement assuring the timely construction, unconditional warrantee, and prescribed maintenance of all required publicly and privately maintained infrastructure improvements within the public right-of-way; and

**Whereas**, pursuant to Government Code section 66499 et seq. and Municipal Code section 16.20.100, FC Oakland will provide sufficient securities in a required form of a surety bond and for the required amounts guaranteeing the construction of the public infrastructure improvements and the payment of laborers and material and equipment suppliers and warranting the performance and maintenance of the completed work for the period of time prescribed in the Subdivision Improvement Agreement; and

**Whereas**, that subject to the approval by the Council of the City of Oakland of the Subdivision Improvement Agreement, the City Engineer has recommended that the City Council approve the Final Map for Tract 7616, and

**Whereas**, the City, as the Lead Agency for this Project for purposes of environmental review under the California Environmental Quality Act of 1970 ("CEQA"), has prepared a focused Environmental Impact Report analyzing the significant environmental effects and mitigation measures in accordance with the California Environmental Quality Act, Public Resources Code § 21000, et seq.; and

**Whereas**, on February 18, 2004, the City Council in accordance with CEQA Guidelines § 15090 certified that the Final Environmental Impact Report ("EIR") on the Project has been completed in compliance with CEQA, the Guidelines for Implementation of the California Environmental Quality Act (14 CCR sections 15000, et seq.); and

**Whereas**, the Agency, as a "Responsible Agency" under the California Environmental Quality Act of 1970 ("CEQA"), has independently reviewed and considered the environmental effects of the project as shown in the EIR and other information in the record; now, therefore, be it

**Resolved**: That the Agency hereby finds and determines on the basis of substantial evidence in the record that the EIR fully analyzes the potential environmental effects of the project and incorporates mitigation measures to substantially lessen or avoid any potentially significant impacts in accordance with CEQA. None of the circumstances necessitating preparation of additional CEQA review as specified in CEQA and the CEQA Guidelines, including without limitation Public Resources Code Section 21166 and CEQA Guidelines Section 15162, are present in that (1) there are no substantial changes proposed in the project or the circumstances under which the project is undertaken that would require major revisions of the EIR due to the involvement of new environmental effects or a substantial increase in the severity of previously identified significant effects; and (2) there is no "new information of substantial importance" as described in CEQA Guidelines Section 15162(a)(3); and be it further

**Resolved**, that the Subdivision Improvement Agreement with FC Oakland, Inc., for the Final Map for Tract 7616 is conditionally approved, subject to the City Attorney's review and approval of the final version of the Agreement and the surety bonds securing FC's performance under the Agreement, which review and approval shall be obtained prior to the (i) recordation of the Final Map or the Agreement and (ii) issuance of any permits or other approvals that require prior approval or recordation of a Final Map; and be further

**Resolved**, that the City Administer is authorized to make minor modifications to this Subdivision Improvement Agreement with the concurrence of the City Attorney.

**Resolved**, that upon City Attorney's approval as to form and legality, the City Administrator is hereby authorized to execute the Subdivision Improvement Agreement on behalf of the City of Oakland; and be it further

**Resolved**, that the City Clerk is hereby directed to file the executed Subdivision Improvement Agreement concurrently with the Final Map for Tract 7616 for simultaneous recordation by the Alameda County Recorder; and be it further

**Resolved**, that upon recommendation of the City Engineer and concurrence of the Redevelopment Agency, the City Administrator is further authorized, without returning to 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 by FC Oakland, as determined by the City Administrator at his or her sole discretion.

IN COUNCIL, OAKLAND, CALIFORNIA, \_\_\_\_\_ **OCT 18**, 2005

PASSED BY THE FOLLOWING VOTE:


AYES - ~~BRUNNER~~ BRUNNER, ~~KERNIGHAN~~ KERNIGHAN, NADEL, QUAN, REID, and PRESIDENT DE LA FUENTE - **6**

NOES -

ABSENT -

ABSTENTION - **BROOKS - 1**

**EXCUSED - CHANG - 1**

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

recording requested by:  
CITY OF OAKLAND  
when recorded mail to:  
City of Oakland  
CEDA - Building Services  
Dalziel Administration Building  
250 Ogawa Plaza - 2nd Floor  
Oakland, CA 94612

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

## SUBDIVISION IMPROVEMENT AGREEMENT

### Deferred Construction of Public Infrastructure Improvements

#### Tract No. 7616

This Agreement is between FC Oakland ("Developer"), a California corporation (number C2207573), and the City of Oakland ("City"), a California municipal corporation.

#### RECITALS

The Developer and the Redevelopment Agency of the City of Oakland are the owners and subdividers of forty-one contiguous parcels located within the corporate limits of the City of Oakland and identified by Alameda County Assessor's Parcel Numbers in *Exhibit A*, attached hereto, who together have presented a Final Map to the Council of the City of Oakland that proposes a merger of the original forty-one lots of this platted land and its re-subdivision into five lots, which is identified as subdivision Tract 7616.

As a condition precedent to the approval of the proposed Final Map for Tract 7616, the City requires the irrevocable dedication of public streets, paths, and other rights-of-way and of public easements shown on the map. In addition, the City requires construction of public infrastructure improvements within these rights-of-way and easements and off-site on other City rights-of-way that customarily include 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, communication, water, 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.

The subdividers have asked the City to accept the dedication of the public rights-of-way and public easements shown on the map and the permanent maintenance of the public infrastructure improvements shown on the plans accompanying permit number PX0400051 and included in *Exhibit B*, attached hereto. Construction of the public infrastructure improvements, however, has not been completed nor accepted by the City. Consequently, the parties desire to establish an Agreement binding the Developer to complete the improvements within two years of the date that this Agreement is fully executed and filed for recordation with the Alameda County Recorder in consideration of the approval of the subdivision Final Map and acceptance of the irrevocable offers of dedication of public rights-of-way and public easements and acceptance of the permanent maintenance of the improvements.

**THEREFORE**, it is agreed as follows:

**I. Approval of Final Map**

Approval of the Final Map for the subdivision of Tract No. 7616 by Resolution of the Council of the City of Oakland shall be conditioned upon recordation of this Agreement with the Alameda County Recorder.

**2. Construction of Improvements**

The Developer shall construct all 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 *Exhibit B* and set forth below in paragraph 3, Special Conditions.

**3. Special Conditions**

The Subdivider shall comply with the special conditions as follows:

**A.** Public infrastructure shall conform with the performance criteria specified in Oakland Municipal Code Chapter 16.16 - Design Standards and in Standard Details for Public Works Construction 2002 Edition and Standard Specifications for Public Works Construction 2002 Edition.

**B.** The time duration for the completion of public infrastructure improvements, as set forth in paragraph 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 of Oakland and surrounding area and seasonally averaged for the previous ten years.

**C.** Hours, days, and months of operation and control of public nuisance conditions for the construction of public infrastructure improvements shall conform with the requirements of Planning Conditions of Approval for the Uptown Oakland project and the Oakland Municipal Code, including section 15.04.780 and subsections 3304.6 and 3304.11. No work shall be performed on Saturdays or Sundays or holidays or before 8:00 am or after 5:00 pm local time without the written authorization of the City Engineer.

**D.** Performance standards for the construction of 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.

**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 as a result of changed conditions.

**4. Completion of Improvements**

All construction of public infrastructure improvements shall be completed by the Developer within three years of the date of recordation of this Agreement, except those improvements for which another completion date is stated in *Exhibit B* or set forth above in paragraph 3, Special Conditions. Construction shall not be deemed complete until the Public Infrastructure permit has been finalized by the City Engineer.

The City Administrator may extend the time for completion of said improvements. Upon consultation with the City Engineer and the Redevelopment Agency, the City Administrator shall be the sole and final judge as to whether or not good cause has been shown to entitle the Developer to an extension. An extension may be granted without notice to the Developer's 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 Improvements**

Upon final approval by the City Engineer of the public infrastructure improvement permit, 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 paragraphs 7, Maintenance, and 8, Guarantee and Warranty.

**6. Responsibility for Dedications and Improvements**

Until final approval by the City Engineer of the public infrastructure improvement permit, 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 rights-of-way and public easements irrevocably 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 said permit is unconditionally approved by the City.

**7. Maintenance of Improvements**

Until one year has elapsed following final approval by the City Engineer of the public infrastructure improvement permit, the Developer shall maintain the construction of the 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 year has elapsed following final approval by the City Engineer of the public infrastructure improvement permit, the Developer warrants that the equipment and materials provided for the improvements are and will be free from defects and guarantees that the construction of the improvements is and will be free from deficiencies and that the improvements will perform satisfactorily in accordance with the specifications, plans and applicable City standards and performance criteria as specified in *Exhibit B* and set forth above in paragraph 3, Special Conditions. 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 *Exhibit B* and set forth above in paragraph 3, Special Conditions.

If at any time before the expiration of the guarantee and warranty period specified herein said designs prove to be inadequate in any respect, 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/or equipment and materials provide, or approval of the construction and/or equipment and materials inspected, or statement by any officer, agent, or employee of the City indicating the construction and/or 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/or 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 stopped 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 final approval by the City Engineer of the public infrastructure improvement permit and prior to acceptance by the City of the on-site and off-site improvements for permanent maintenance, the Developer shall pay all fees and penalties and accrued interest 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, Developer, 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 to bear all applicable costs.

**12. Property Acquisition**

If the Developer is unable to acquire property required for the construction of required improvements, the Developer agrees to execute the standard City Contract for Real Property Acquisition to provide for acquisition through eminent domain.

**13. Security**

The Developer shall present to the City surety bonds, 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 the City Engineer's total (one-hundred percent) estimated cost of the on-site and off-site public infrastructure improvements to secure faithful performance of this Agreement by the Developer, and

2. Labor and Materials Bond in a face amount not less than one-half (fifty percent) of the City Engineer's total estimated cost of the on-site and off-site public infrastructure improvements to secure payment by the Developer to its 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.

B. Before final approval of the Public Infrastructure Improvement permit, the following security shall be presented:

1. Maintenance Bond in a face amount not less than one-quarter (twenty-five percent) of the City Engineer's total estimated cost of the on-site and off-site public infrastructure improvements to secure faithful performance of paragraphs 7, Maintenance, and 8, Guarantee and Warrantee, above.

C. Pursuant to Government Code section 66499.4, the obligation guaranteed by each bond shall include costs and reasonable expenses and fees, including reasonable attorneys' fees, incurred by the City in successfully enforcing said obligations and shall be in addition to the face amount of each bond.

**14. Alternative Security**

In lieu of the bonds required above in paragraph 13, Security, alternative securities may be substituted in a form provided by Government Code Section 66499.3 by the Developer of the site, Forest City, and approved by the City Attorney.

**15. Hold Harmless**

The Developer shall indemnify, defend and hold the City, its officers, officials, employees, agents and volunteers harmless against any and all claims, injuries, damages, losses and suits, including attorney fees, arising out of or in connection with the performance of this Agreement, except for injuries and damages caused by the sole negligence of the City.

Developer further agrees to defend and protect the City and its officers, officials, employees, agents and volunteers from all liability or claim because of, or arising out of the use of any patent or patented articles in the construction of said improvements.

Developer waives all claims and recourse against the City, including the right of contribution for loss or damage to persons or property, arising from, growing out of, or in any way connected with or incident to the work performed or failed to be performed under this agreement, except claims and recourse arising from the concurrent or sole negligence of the City, its officers, officials, employees, agents and volunteers.

## **16. Insurance**

The Developer shall procure and maintain for the duration of this Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Developer, his agents, representatives, employees or subcontractors.

### **A. Minimum Scope of Insurance**

Coverage shall be at least as broad as follows:

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. General Liability including, but not be limited to: blanket contractual; products and operations completed; broad form property damage; explosion, collapse and underground (XCU), if applicable:

a. **\$2,000,000** 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.

b. Automobile Liability: **\$2,000,000** combined single limit per accident for bodily injury and property damage.

c. Workers' Compensation and Employers Liability: Statutory limits as required by the Labor Code of the State of California and Employers Liability limits of **\$2,000,000** per accident.

### **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: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City, its officers, officials, employees and volunteers; or the Developer shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

### **D. Other Insurance Provisions**

The general and automobile liability policies shall contain, or be endorsed to contain, the following provisions:

1. The City, its officers, officials, employees, agents and volunteers shall be covered as additional insured as respects: liability arising out of activities performed by or on behalf of the Developer, products and completed operations of the Developer; premises owned, occupied or used by the Developer, or automobiles owned, leased, hired or borrowed by the Developer. The coverage shall contain no special limitations on the scope of protection afforded to the City, its officers, officials, employees, agents and volunteers.



2. The Developer's insurance coverage shall be primary insurance as respects the City, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, agents and volunteers shall be excess of the Developer's insurance and shall not contribute with it.

3. Any failure to comply with reporting provisions of the policies required by this clause, including breaches of warranties, shall not affect protection provided to the shall not affect coverage provided to the City, its officers, officials, employees, agents, and volunteers.

4. The Developer's insurance 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, its officers, officials, employees, agents and volunteers for losses arising from work performed by the Developer for the City.

6. Each insurance policy required by this clause 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 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**

The Developer shall furnish the City with certificates of insurance and with original endorsements effecting coverage required by this clause. The certificates and endorsements for each insurance policy are to 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 20 10 11 85, and shall have the wording as identified as Attachment A, attached to this form. The Commercial Automobile Liability endorsement shall be a form CL/CA 99 09 08 95, and shall have the wording as identified as Attachment B, attached to this document. All certificates and endorsements are to 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.

#### **G. Subcontractors**

The Developer shall include all subcontractors as insured under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverage's for subcontractors shall be subject to all of the requirements stated herein.

#### **17. Participation in Benefit Districts**

The Developer shall participate in all Benefit Districts formed by the City prior to the execution of this Agreement and shall pay the prorated fee due the City under the terms of Benefit District or Districts as applied to the real property covered by this Agreement.

#### **18. 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 attorneys' fees, in addition to any other relief to which they may be entitled.

**19. Beneficiaries, Heirs, Assigns, and Successors In Interest**

This Agreement pertains to and runs with the real property included within Tract 7616, which land is expressly agreed to benefit from the privileges granted to Developer under this Agreement, and binds the beneficiaries, heirs, assigns, and successors in interest of the Developer. Notwithstanding the terms and provisions herein under, this Agreement shall immediately terminate with respect to any residential lot within Tract 7616 that has been improved with a residence and transferred to a third party homebuyer.

**20. Attachments**

The following documents are incorporated into this Agreement by reference and are attached as Exhibit B:

City permits: Public Infrastructure PZX0400051 Planning \_\_\_\_\_

Creek Protection n.a. Building \_\_\_\_\_

Other permits: \_\_\_\_\_

Resolutions: \_\_\_\_\_ C.M.S.

Subdivision: Recorded Final Map \_\_\_\_\_ Surety \_\_\_\_\_

City Engineer's Estimate of the Cost of Improvements \_\_\_\_\_

Insurer \_\_\_\_\_

**21. Constructive Notice**

This Agreement shall be recorded by the Alameda County Recorder.

**21. Effective Date**

IN WITNESS WHEREOF, the Developer has caused its name to be subscribed hereto, and the City has caused its name to be affixed hereto, and this Agreement shall be effective on and following the

\_\_\_\_\_ day of \_\_\_\_\_, 2005.

**FC OAKLAND, Inc.**

**CITY OF OAKLAND**

\_\_\_\_\_  
signature

\_\_\_\_\_  
signature

\_\_\_\_\_  
name

**DEBORAH EDGERLY**  
City Administrator

\_\_\_\_\_  
title

APPROVED FOR FORM AND LEGALITY

(attach corporate seal)

\_\_\_\_\_  
Deputy City Attorney

# FINAL TRACT MAP 7816 UPTOWN OAKLAND

MERGER AND RESUBDIVISION OF A PORTION OF THE  
"HOGAN TRACT" AND "W.F. BOARDMAN" PARCELS  
CITY OF OAKLAND - COUNTY OF ALAMEDA  
STATE OF CALIFORNIA

**McGILL MARTIN SELF, INC.**  
Civil Engineering and Planning Department



**SUMMARY**

THE CITY OF OAKLAND REDEVELOPMENT AGENCY AND FC OAKLAND INC., A CALIFORNIA CORPORATION

**OWNER'S STATEMENT**

THE UNDERSIGNED, OAKLAND REDEVELOPMENT AGENCY AND FC OAKLAND INC., A CALIFORNIA CORPORATION, DO HEREBY STATE THAT THEY ARE THE OWNERS OF THE LOTS DESCRIBED AND DESCRIBED UPON THE EXHIBITED SUBDIVISION MAP OF THE HOGAN TRACT AND OAKLAND "REDEVELOPMENT TRACT"; THAT THEY ARE THE OWNER OF SAID LAND BY VIRTUE OF THE GRANT BEING RETURNED AND INDEXED, FILED IN THE OFFICIAL RECORDS OF ALAMEDA COUNTY, STATE OF CALIFORNIA, DESCRIBING THE LOTS LOCATED IN CITY OF OAKLAND DESCRIBED AS LOTS 1 AND 2, PARCELS 1 AND 2, AND IT APPEARING TO THE REPRODUCTION AND PLANS OF THIS MAP, EXHIBITED THE LOTS OF THE EXHIBITED PARCELS SHOWN IN OAKLAND AND OAKLAND PARCELS 1 AND 2 AND THE REDEVELOPMENT PARCELS DESCRIBED BY THE HEAVY BLACK LINES.

THE UNDERSIGNED DOES HEREBY OFFER TO THE CITY OF OAKLAND THE PURPOSES OF GRANTING AND TO BE CONSIDERED "PUBLIC USE" OF THE HOGAN TRACT MAP FOR THE PURPOSES OF PUBLIC USE OF SAID CITY. THE UNDERSIGNED DOES HEREBY OFFER TO THE LOTS DESCRIBED AS "PARCELS 1" TO THE CITY OF OAKLAND FOR THE PURPOSES OF PUBLIC USE.

THE UNDERSIGNED DOES HEREBY GUARANTEE THE OFFICIAL DEPTH LIMITATIONS OF PARCELS 1-3 OAKLAND TRACT, THE DEPTH LIMITATIONS SPECIFIED THE GUARANTEE OF SAID PARCELS AT AND ABOVE THE FOLLOWING ELEVATIONS:

- PARCEL 1, E. E. 14'-0"
- PARCEL 2, E. E. 14'-7"
- PARCEL 3, E. E. 14'-0"

ALL LOTS BEHIND THE COLLECT ELEVATIONS AND DESCRIBED BY THE HEAVY BLACK LINES AS SHOWN ON SHEET 1,4 ARE CONSIDERED REDUCED HEIGHTS.

DEPTH LIMITATIONS DO NOT APPLY TO PARCELS 4 AND 5.

OAKLAND REDEVELOPMENT AGENCY

BY: [Signature]  
DAN WINDSPYEN - DIRECTOR, OAKLAND REDEVELOPMENT, BUSINESS DEVELOPMENT, HOUSING AND COMMUNITY DEVELOPMENT

FC OAKLAND INC. A CALIFORNIA CORPORATION

BY: [Signature]  
JAMES SHAWTY - GENERAL MANAGER

**OWNER'S ACKNOWLEDGMENT**

STATE OF CALIFORNIA )  
COUNTY OF ALAMEDA ) ss  
ON THIS 20th DAY OF October, 2006, I, [Signature], 2006, BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, PERSONALLY APPEARED [Signature] WHO PERSONALLY MADE TO ME (OR CAUSED TO BE ON THE BASIS OF SATISFACTORY EVIDENCE) TO BE THE PERSON(S) WHOSE NAMES HAVE BEEN SUBMITTED TO THE OFFICE OF THE COUNTY CLERK AND ACKNOWLEDGED TO ME THAT HE, SHE, THEY EXECUTED THE SAME IN FREEDOM, THEIR OWN FREEDOM CHOICE, WITHOUT ANY UNLAWFUL INFLUENCE OR UNLAWFUL COERCION, AND THAT BY HIS, HER, THEIR SIGNATURE(S) ON THE INSTRUMENT THE PERSON(S) ON THE INSTRUMENT UPON BEHALF OF EACH THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT.

IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND ON THE DAY AND YEAR FIRST ABOVE WRITTEN.

BY: [Signature]  
NOTARY PUBLIC IN AND FOR THE COUNTY OF ALAMEDA, STATE OF CALIFORNIA  
(PRINT) [Signature]  
BY COMMISSION EXPIRES [Signature]

**OWNER'S ACKNOWLEDGMENT**

STATE OF CALIFORNIA )  
COUNTY OF ALAMEDA ) ss  
ON THIS 20th DAY OF October, 2006, I, [Signature], 2006, BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, PERSONALLY APPEARED [Signature] WHO PERSONALLY MADE TO ME (OR CAUSED TO BE ON THE BASIS OF SATISFACTORY EVIDENCE) TO BE THE PERSON(S) WHOSE NAMES HAVE BEEN SUBMITTED TO THE OFFICE OF THE COUNTY CLERK AND ACKNOWLEDGED TO ME THAT HE, SHE, THEY EXECUTED THE SAME IN FREEDOM, THEIR OWN FREEDOM CHOICE, WITHOUT ANY UNLAWFUL INFLUENCE OR UNLAWFUL COERCION, AND THAT BY HIS, HER, THEIR SIGNATURE(S) ON THE INSTRUMENT THE PERSON(S) ON THE INSTRUMENT UPON BEHALF OF EACH THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT.

IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND ON THE DAY AND YEAR FIRST ABOVE WRITTEN.

BY: [Signature]  
NOTARY PUBLIC IN AND FOR THE COUNTY OF ALAMEDA, STATE OF CALIFORNIA  
(PRINT) [Signature]  
BY COMMISSION EXPIRES [Signature]

**CITY CLERK'S STATEMENT**

I, THE UNDERSIGNED, LAURENCE SIMMONS, CITY CLERK AND CLERK OF THE CITY OF OAKLAND OF THE CITY OF OAKLAND, COUNTY OF ALAMEDA, STATE OF CALIFORNIA, DO HEREBY STATE THAT THE FINAL TRACT MAP OF A PORTION OF THE HOGAN TRACT AND "REDEVELOPMENT TRACT" AND "W.F. BOARDMAN" PARCELS, AS SHOWN ON SHEET 1,4, IS A FINAL TRACT MAP AND ON THE DAY OF 20 OF October, 2006, I RECEIVED THE ORIGINAL INSTRUMENT ON SAID MAP AS "PUBLIC USE" AND I HAVE FILED THE INSTRUMENT AS DESCRIBED IN THE CITY OF OAKLAND AND THE FILED AS BY OFFICE.

I FURTHER STATE THAT ALL INSTRUMENTS AND DEEDS AS REFERRED TO ARE IN COMPLIANCE WITH THE CITY OF OAKLAND AND THE FILED AS BY OFFICE.

IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND AND SEAL ON THIS 20th DAY OF October, 2006.  
[Signature]  
LAURENCE SIMMONS, CITY CLERK & CLERK OF THE OFFICE OF THE CITY OF OAKLAND, COUNTY OF ALAMEDA, STATE OF CALIFORNIA

**CLERK OF THE BOARD OF SUPERVISORS STATEMENT**

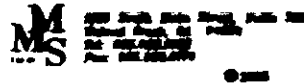
I, OFFICER K. HENNING, CLERK OF THE BOARD OF SUPERVISORS OF THE COUNTY OF ALAMEDA, STATE OF CALIFORNIA, DO HEREBY STATE THAT INSTRUMENTS HAVE BEEN FILED AND DEEDS HAVE BEEN MADE IN COMPLIANCE WITH THE REQUIREMENTS OF SECTION 56000 AND 56005 OF THE GOVERNMENT CODE OF THE STATE OF CALIFORNIA.

DATE: \_\_\_\_\_ OFFICER K. HENNING, CLERK OF THE BOARD OF SUPERVISORS, COUNTY OF ALAMEDA, STATE OF CALIFORNIA  
BY: \_\_\_\_\_  
DEPUTY CLERK

# FINAL TRACT MAP 7818 UPTOWN OAKLAND

MERGER AND RESUBDIVISION OF A PORTION OF THE  
"HOGAN TRACT" AND "W.F. BOARDMAN" PARCELS  
CITY OF OAKLAND - COUNTY OF ALAMEDA  
STATE OF CALIFORNIA

**McGILL MARTIN SELF, INC.**  
Civil Engineering and Planning Services

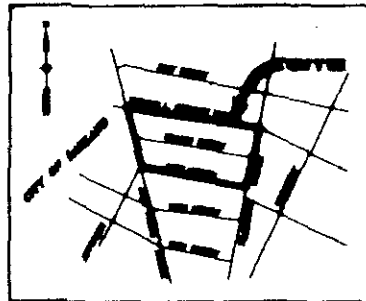


### SURVEYOR'S STATEMENT

THIS MAP WAS PREPARED BY ME OR UNDER MY SUPERVISION AND IS BASED ON A FIELD SURVEY IN CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCES AT THE REQUEST OF THE OAKLAND MUNICIPAL PLANNING AGENCY BY AMANDA JAMES I HEREBY STATE THAT THIS SUBDIVISION MAP SUBSTANTIALLY ACCORDS TO THE APPROVED OR APPROXIMATELY APPROVED VESTING TENTATIVE MAP, IF ANY, I HEREBY STATE THAT THE DIMENSIONS WILL BE SET AND CORRECTED TO THE NEAREST HUNDREDTHS OF AN INCH AND THAT DIMENSIONS WILL BE SUFFICIENT TO ENABLE THE SURVEY TO BE REPRODUCED.

DATE: 10-20-05

Brenda D.  
Brenda D. Jones  
LICENSE EXPIRES 04/30/2007



VICINITY MAP  
1/4" = 1' SCALE

### CITY ENGINEER'S STATEMENT

I, PATRICK J. O'BRIEN, INTERIM CITY ENGINEER, HAVING BEEN AUTHORIZED TO PREPARE THE FUNCTIONS OF THE CITY ENGINEER OF THE CITY OF OAKLAND, COUNTY OF ALAMEDA, STATE OF CALIFORNIA, DO HEREBY STATE THAT I HAVE EXAMINED THIS SUBDIVISION MAP AS SHOWN HEREON, AND THAT IT IS SUBSTANTIALLY THE SAME AS IT APPEARS ON THE VESTING TENTATIVE MAP, AND ANY APPROVED ALTERNATIVE TENTATIVE MAP, THAT ALL THE PROVISIONS OF CHAPTER 2, DIVISION 2 OF THE SUBDIVISION MAP ACT OF THE GOVERNMENT CODE OF THE STATE OF CALIFORNIA AND ANY LOCAL ORDINANCES APPLICABLE AT THE TIME OF APPROVAL OF SAID VESTING TENTATIVE MAP HAVE BEEN COMPLIED WITH AND THAT SAID SUBDIVISION MAP IS TECHNICALLY CORRECT. THE OFFICE OF MUNICIPAL SERVICES OF THE COUNTY OF ALAMEDA ON THE MERGED RESUBDIVISION MAP ENTITLED "SUBDIVISION 7818" IS HEREBY APPROVED IN ACCORDANCE WITH SECTION 16.24.130(C) OF THE OAKLAND MUNICIPAL CODE.

DATE: 10-20-05

P. J. O'Brien  
PATRICK J. O'BRIEN, R.C.E. NO. 27015  
INTERIM CITY ENGINEER  
CITY OF OAKLAND, ALAMEDA COUNTY,  
STATE OF CALIFORNIA  
LICENSE EXPIRES 05/31/06

### CITY PLANNING COMMISSION'S STATEMENT

I HEREBY STATE THAT THE PLANNING COMMISSION OF THE CITY OF OAKLAND APPROVED ON JUNE 1, 2005 THE VESTING TENTATIVE MAP OF SUBDIVISION 7818 UPON WHICH THIS FINAL MAP IS BASED.

DATE: 10-20-05

Greg Batta  
Greg Batta  
SECRETARY OF THE PLANNING COMMISSION

### COUNTY RECORDER'S STATEMENT

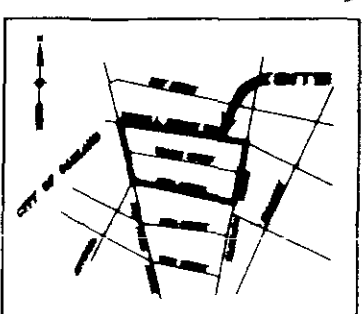
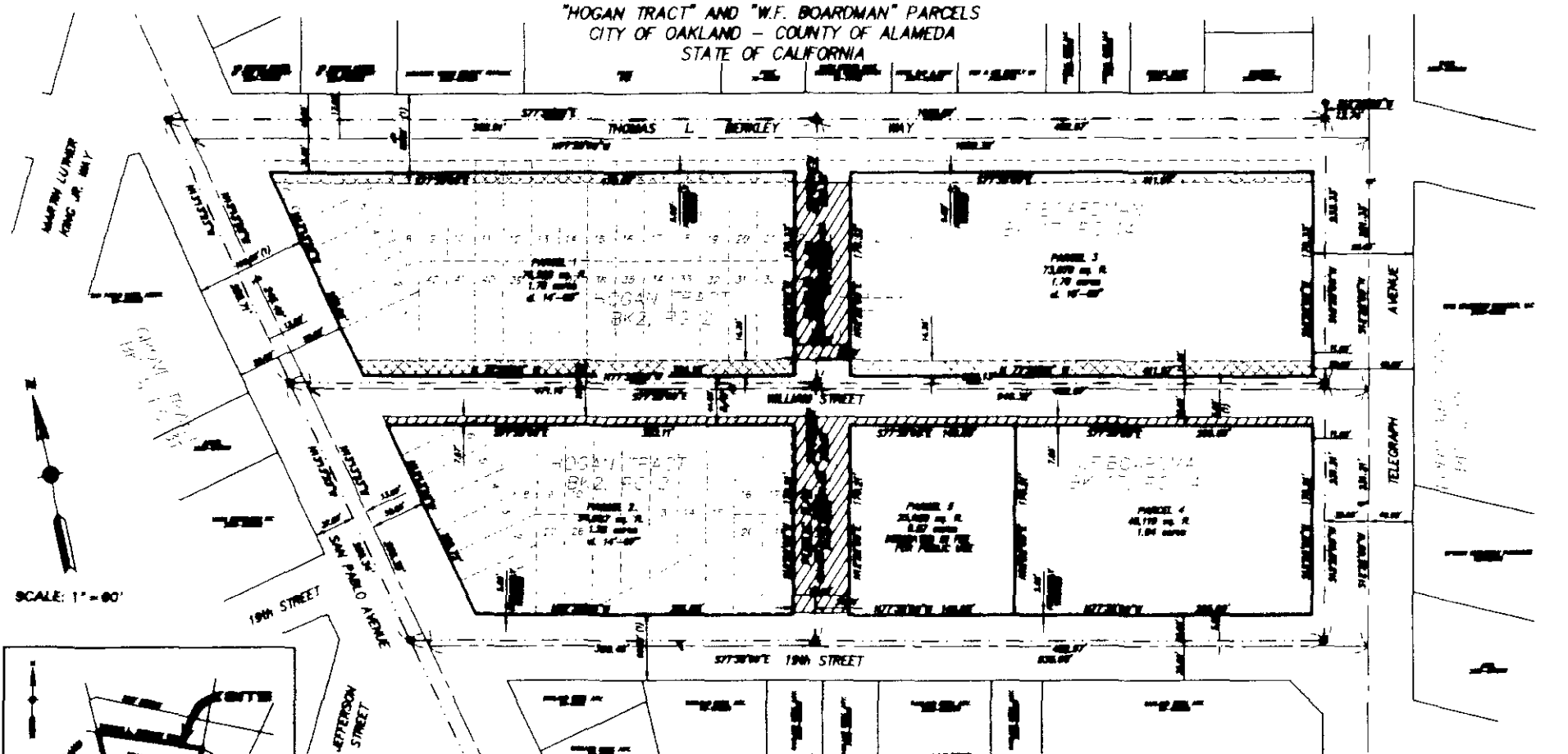
FILED AT THE REQUEST OF \_\_\_\_\_ AT \_\_\_\_\_  
MINUTES FIRST \_\_\_\_\_ O'CLERK \_\_\_\_\_ A. ON THE \_\_\_\_\_ DAY OF \_\_\_\_\_ 2005  
IN THE OFFICE OF THE COUNTY RECORDER OF THE COUNTY OF ALAMEDA, STATE OF CALIFORNIA  
IN BOOK \_\_\_\_\_ OF SUBDIVISION MAPS AT PAGE \_\_\_\_\_

Patrick J. O'Brien  
PATRICK J. O'BRIEN,  
COUNTY RECORDER IN AND FOR THE  
COUNTY OF ALAMEDA, STATE OF CALIFORNIA

DEPUTY COUNTY CLERK

# FINAL TRACT MAP 7616 UPTOWN OAKLAND

MERGER AND RESUBDIVISION OF A PORTION OF THE  
"HOGAN TRACT" AND "W.F. BOARDMAN" PARCELS  
CITY OF OAKLAND - COUNTY OF ALAMEDA  
STATE OF CALIFORNIA



VICINITY MAP  
2/18/88

- REFERENCES**
- (1) RECORD FOR CITY OF OAKLAND INCREMENT MAP SUPERSEDED AS NO. 1488 D-488 MAY \*
  - (2) RECORD FOR MAP OF THE HOGAN TRACT RECORDED IN BOOK 2 OF MAPS AT PAGE 2, A.C.R. \*
- \* PLANS HAVE LARGENED

- LEGEND**
- ORIGINAL TRACT; PARCEL LINE TO BE MERGED
  - EXTENDED PROPERTY LINE
  - FRONT OF WALK AND AREA OF DEMARCATION
  - VIOLATION BY THE CITY OF OAKLAND FOR ORDINANCE NO. 12867 ADOPTED JULY 18, 2000
  - FIXED INCREMENT
  - NEW INCREMENT
  - INCREMENT LINE
  - CONVEYANCE
  - OWNERSHIP & RECORDING INFORMATION

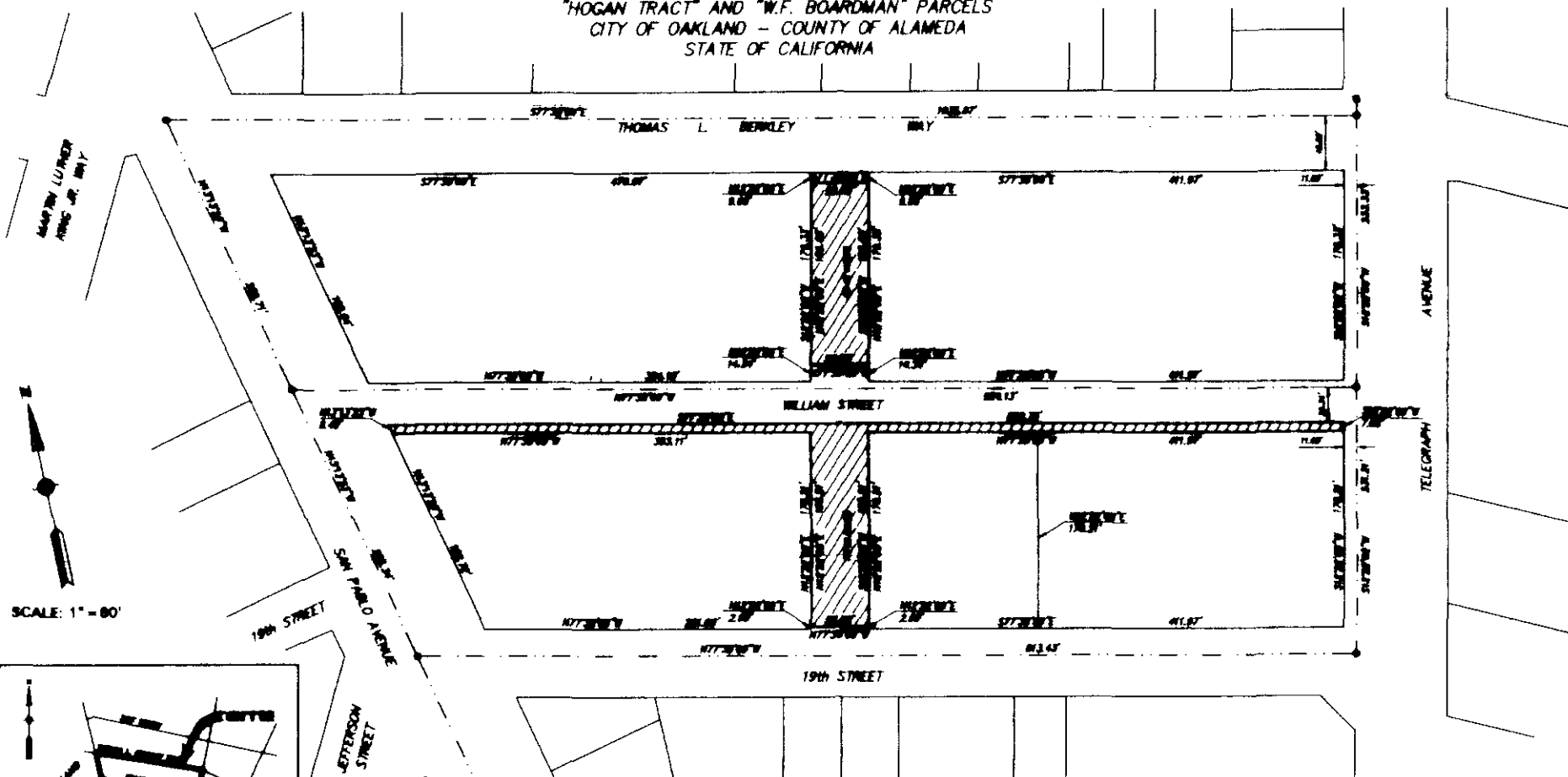
- NOTES**
- (A) THE ELEVATION SHOWN HEREON IS BASED UPON THE CITY OF OAKLAND DATUM.
  - (B) DIMENSION NO. 2000 WITH AN ELEVATION OF 26.44, LOCATED AT THE INTERSECTION OF SAN PABLO AVE. & 19TH ST ON THE S.W. CORNER, AS PER RECORDS IN THE OFFICE OF THE CITY ENGINEER.
  - (C) THE UNDIVIDED PARCELS SHOWN SHADDED ON THIS SHEET & LABELED "HOGAN TRACT" & "W.F. BOARDMAN" ARE HEREBY REVERTED, MERGED AND REDESIGNED.
  - (D) ALL DISTANCES SHOWN ARE BASED UPON FIELD MEASUREMENTS BY CALIFORNIA LICENSED SURVEYORS SHOWN BY RECORD REFERENCE.
  - (E) ALL LAND UNDER THE ELEVATION AS SHOWN IN EACH PARCEL IS DESIGNATED "RESIDENTIAL".

**McGILL MARTIN SELP, INC.**  
Civil Engineering Land Planning Surveying

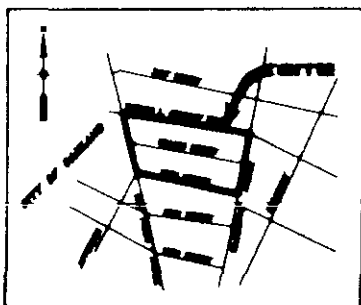
**MS**  
200 South State Street, Suite 202  
Oakland, CA 94612  
770-828-8888  
770-828-8899

# FINAL TRACT MAP 7618 UPTOWN OAKLAND

MERGER AND RESUBDIVISION OF A PORTION OF THE  
"HOGAN TRACT" AND "W.F. BOARDMAN" PARCELS  
CITY OF OAKLAND - COUNTY OF ALAMEDA  
STATE OF CALIFORNIA



SCALE: 1" = 80'



VICINITY MAP  
8/17/82

**REFERENCES**

- (1) RECORDED MAP CITY OF OAKLAND INSTRUMENT NO. 1488 B 489 281 \*
  - (2) RECORDED FOR MAP OF THE HOGAN TRACT RECORDED IN BOOK 2 OF MAPS AT PAGE 2, A.C.R. \*
- \* FILING DATE UNKNOWN

**LEGEND**

- PROPOSED RIGHT OF WAY AND AREA OF DEDICATION
- FOUND MONUMENT
- BOUNDARY LINE

**NOTES**

(A) THE ELEVATION SHOWN HEREON IS BASED UPON THE CITY OF OAKLAND DATUM, INSTRUMENT NO. 1089 WITH AN ELEVATION OF 38.44, LOCATED AT THE INTERSECTION OF SAN PABLO AVE & 19TH ST ON THE S.W. CORNER, AS FOR RECORDS IN THE OFFICE OF THE CITY SURVEYOR.

(B) ALL DISTANCES SHOWN ARE BASED UPON FIELD MEASUREMENTS UNLESS OTHERWISE INDICATED BY RECORD REFERENCE.

**McGILL MARTIN SELF, INC.**  
Civil Engineering and Planning Consulting



1000 South Stebbins Street, Suite 202  
Oakland, Calif. 94612  
Tel: 415/863-6200  
Fax: 415/863-6200

© 1982