

SAN FRANCISCO BAY AREA RAPID TRANSIT DISTRICT
300 Lakeside Drive, P. O. Box 12688, Oakland, CA 94604-2688
(510) 464-6000

PLANNING and LEGISLATION COMMITTEE

October 17, 2017

12:00 p.m.

COMMITTEE MEMBERS: Directors Raburn (Chairperson), Blalock (Vice Chairperson), and Saltzman

Chairperson Raburn has called a meeting of the Planning and Legislation Committee at 12:00 p.m. on Tuesday, October 17, 2017, in the BART Board Room, Kaiser Center 20th Street Mall – Third Floor, 344 – 20th Street, Oakland, California.

Members of the public may address the committee regarding any matter on this agenda. Please complete a “Request to Address the Board” form (available at the entrance to the Board Room) and hand it to the Secretary before the item is considered by the committee. If you wish to discuss a matter that is not on the agenda during a regular meeting, you may do so under Public Comment.

AGENDA

1. Call to Order.
 - a. Roll Call.
2. Fruitvale Transit Village: Agreements for Phase II.* For information.
 - i. Modify Construction Covenant, Developer Transit Benefit Fee Agreement and Unit Owner Transit Benefit Fee Agreement with City of Oakland for Fruitvale Transit Village Phase IIA (Casa Arabella).
 - ii. New Easement Agreements with the City of Oakland, East Bay Asian Local Development Corporation and/or BRIDGE Housing to Create Limited Private Access Easement and/ an Emergency Vehicle Access Easement for Fruitvale Transit Village Phase IIA and a Reciprocal Vehicle Access Easement to Non-BART Property for Phase II.
3. Memorandum of Understanding with QIC Limited to Study Improved Connections to The Shops at Tanforan Mall at the San Bruno BART Station.* For information.
4. Lease to Richmond Business Hub, LLC at Richmond BART Station Parking Structure.* For information.
5. Easement Quitclaim and Grant of New Easement Pleasant Hill Transit Oriented Development at the Pleasant Hill/Contra Costa Centre BART Station.* For information.
6. State and Federal Legislative Update.* For information.
7. Public Comment.
8. New Business. (An opportunity for Committee Members to introduce potential matters for a future committee agenda.)

Kenneth A. Duron
District Secretary

Please refrain from wearing scented products (perfume, cologne, after-shave, etc.) to these meetings, as there may be people in attendance susceptible to environmental illnesses.

BART provides service/accommodations upon request to persons with disabilities and individuals who are limited English proficient who wish to address BART Board matters. A request must be made within one and five days in advance of Board meetings, depending on the service requested. Please contact the Office of the District Secretary at 510-464-6083 for information.



EXECUTIVE DECISION DOCUMENT

GENERAL MANAGER APPROVAL: <i>Robert M. Power</i> 13 OCT 2017		GENERAL MANAGER ACTION REQ'D:		
DATE: 8/29/2017		BOARD INITIATED ITEM: No		
Originator/Prepared by: Abigail Thorne-Lyman Dept: Planning, Development & Construction <i>Abigail Thorne-Lyman</i> Signature/Date: 10/12/17	General Counsel <i>Mary E. Delle</i> 10/13/17 []	Controller/Treasurer <i>Chui Gan</i> 10/13/17 []	District Secretary []	BARC <i>Val [unclear]</i> 10.13.17 []

Fruitvale Transit Village: Agreements for Phase II (Two Actions)

PURPOSE:

To obtain Board authorization for two issues related to the Fruitvale Transit Village Phase II Development:

1. Modify existing recorded agreements with the City of Oakland for Fruitvale Transit Village Phase IIA (Casa Arabella), and
2. Enter into new agreements with the City of Oakland, EBALDC and/or BRIDGE Housing to create an emergency access easement and a private access easement for Fruitvale Transit Village Phase II.

DISCUSSION:

The Fruitvale Transit Village was built in partnership with the Spanish Speaking Unity Council ("Unity Council") through negotiations commencing in 1994 and culminating with the completion of Phase I and the parking garage in 2003 and 2004, respectively. The original vision for the Transit Village included a second phase of mixed income condominium and rental residential units, located on 3.4 acres of property bounded by 35th and 37th Avenues to the North and South, and E 12th Street and the BART tracks to the east and west.

In 2010, it became clear that the second phase of the development was stalled indefinitely

and, at that time, the Unity Council and the Oakland Redevelopment Agency requested modifications to the deal terms to ensure the long-term feasibility of the overall plan. BART agreed to sell the 3.4-acre property to the Oakland Redevelopment Agency for \$6 million (fair market value in 2010) and a series of covenants and other agreements were recorded with the property. Upon the dissolution of the Redevelopment Agency in 2012, the property was transferred to the City of Oakland. The City currently owns the property and the Unity Council manages a private paid surface parking lot on the site.

Currently, two separate development projects are proposed for the 3.4 acre site. The City of Oakland, Unity Council and East Bay Asian Local Development Corporation (EBALDC) are the development team for Phase IIA, also known as Casa Arabella (named after Arabella Martinez, the founder of the Unity Council). This proposed project would be constructed on 1.25 acres at 37th Ave. and E 12th St. The proposed project includes 94 rental units (75 units/acre), 92 of which are affordable to households earning less than 80% area median income (considered “Low Income” households) and 2 are market rate unrestricted units. Twenty of the affordable units would be reserved for homeless veterans. The project has secured its funding and entitlements, and must begin construction by November 13, 2017 in order to meet certain funding requirements.

Phase IIB is still in the conceptual development stage, but would encompass the remaining 2.16 acres of the original parcel, and is just to the south of the station, at 35th Ave. and E 12th St. It is zoned for 180 units of housing and is currently envisioned as a mixed-income housing with potential for an urgent care medical facility for the neighboring *Clinica de la Raza*.

I. Modifications to Existing Agreements

Because no further details on Phase IIB are available, proposed changes to existing agreements would apply exclusively to Phase IIA.

Three agreements were recorded with the sale of the property: a Construction Covenant, a Developer Transit Benefit Fee Agreement, and a Unit Owner Transit Benefit Fee Agreement. All three agreements include terms adopted by the BART Board in 2010:

1. The **Construction Covenant** includes a **Conditional Purchase Option**, allowing BART the option to repurchase a portion of the property if it is subdivided for affordable rental housing. If BART executes its option it is obligated to lease the land for one dollar for the term of the ground lease. As the proposed development is 97% affordable and not 100% affordable, staff do not believe this option applies.
2. The **Developer Transit Benefit Fee Agreement** includes:
 - A **Transit Benefit Fee**, which is a provision included in all of BART’s TOD

agreements with for-sale developments, requires the property owner or owners to pay BART a 1.5% transfer fee when each unit is sold to allow BART to participate in the future increase in property value due to its proximity to quality transit service. The Transit Benefit Fee only applies to condominiums sold and would not apply to the proposed development.

- A **Covered Property Transfer Fee**, requiring a 1.5% transfer fee to BART if the Developer transfers all or any portion of the property. Because the land is owned by the City of Oakland and will be leased to the developer, this provision would not apply in this case.
- A **Delayed Transfer Fee** provision where the developer is expected to pay BART 1.5% of the appraised value of the property every 5 years so long as the property has not been constructed as or converted to for-sale condominiums. This Delayed Transfer Fee was waived in 2015 because there was no proposed development at the time and the City was still the property owner. The Delayed Transfer fee will be contractually required again in 2020.
- A **Contingent Revenue Fee**, provides that BART would receive 25% of the surplus revenue from the development if the project achieves the greater of (i) a twenty-five percent internal rate of return on invested capital or (ii) a twenty percent net margin on revenue. Language in this section applies only to condominium units, and the proposed development is 97% affordable housing, therefore this section would not apply.

3. The **Unit Owner Transit Benefit Fee Agreement** lays out the terms by which the Transit Benefit Fee would be paid for each sale of a unit. This would only apply if the project were condominiums and would therefore not apply to the proposed development.

The development team for Phase IIA has requested that BART waive the Delayed Transfer Fee provision because the proposed project is 97% affordable and includes 20 units of housing for homeless veterans. The development is extensively subsidized by the City of Oakland (\$2.25 million), Alameda County (\$6.35 million), State of California (\$4 million grant and \$4 million loan), Low Income Housing Tax Credits and Project Based Section 8 federal dollars. The City of Oakland intends to lease the land to the Unity Council and EBALDC for 50% of the remaining cash flow rather than fair market value, resulting in additional City contribution valued at \$3.6 million. The development team and City are requesting this waiver because funding to pay BART the Delayed Transfer Fee could potentially render the proposed project financially infeasible. If the developer were required to pay \$340,000 every five years (equating to \$68,000/year), this would amount to up to \$6.5 million in additional cost to the development over the 99-year ground lease period. This payment could potentially impact the repayment of loans from other public agencies.

Additionally the development team has requested that BART modify the Construction Covenant, Developer Transit Benefit Fee Agreement, and Unit Owner Transit Benefit Fee

Agreement to clarify that the other terms described above do not apply to the Phase IIA development as proposed. Staff propose to modify the agreements to ensure that these terms do not apply to the Phase IIA development as proposed, but could potentially apply in the long term if the affordability or ownership status of the project is changed.

II. New Easement Agreements for Phase II

A City of Oakland condition of development approvals for Fruitvale Transit Village Phase IIA is the creation of an emergency vehicle access (EVA) road from 37th Avenue, north through the site adjacent to BART's aerial trackway. Additionally, the developer has requested that this EVA road easement also permits garbage pickup and occasional tenant loading. To secure the adequate width for this easement, the development will require that a portion of the access be built on BART property. The access would be designed to function as a dual use bicycle and pedestrian path creating enhancements between 35th and 37th Avenues. The entrance at 37th Avenue would be protected from private vehicle traffic.

As a condition of the new easements, BART would require the developer to maintain the BART property that is subject to the easements. Additionally, BART staff have requested that BART be granted an easement to utilize the new access road extending adjacent to the Phase II development, via 35th Avenue, for BART maintenance and service vehicles.

The Office of the General Counsel will review and approve as to form all modified and new agreements.

FISCAL IMPACT:

I. Modifications to Existing Agreements

Independent economic analysis of the developer's pro forma indicates that the appraised value of the development in 2020 would be roughly \$23 million and would depreciate over time. Therefore the maximum Delayed Transfer Fee payment BART would receive in 2020 is \$340,000, translating to an estimated maximum of \$68,000 a year in initial Delayed Transfer Fee revenue that would be waived if the Board approves this request. As noted above, the potential maximum foregone revenue to BART would be \$6.5 million over 99 years, assuming a total of 19 payments.

It is not clear whether the Phase IIA development could advance as planned if the Board chooses not to waive the Delayed Transfer Fee. The developer would likely need to seek further revenue from affordable housing grant sources to cover the additional financial burden which could ultimately compromise several already secured sources that require a strict timeline for project completion. For example, the project includes bonds from the California Debt Limit Allocation Committee which require the project to close no later than November 13, 2017 (180 days from the allocation).

The changes to the other Agreements are clarifications of the agreements themselves rather than a change in the deal terms, thus, no fiscal impact.

II. New Easement Agreements for Phase II

It is not expected that BART would incur a fiscal impact in granting the easement. Through a maintenance agreement, the developer will maintain a small portion of BART property, where the easement is located, which could have a marginal cost reduction to BART.

ALTERNATIVES:

I. Modifications to Existing Agreements

1. Do not waive the Direct Transfer Fee requirement.
2. Waive a portion of the Direct Transfer Fee requirement, reducing the amount from 1.5% to a smaller share of the appraised value of the covered property.
3. Do not modify existing Agreements to clarify that they are inapplicable to the proposed Phase IIA development as requested by the developers and their lenders.

II. New Easement Agreements for Phase II

1. Do not grant easements for emergency vehicle and limited private access. The development would not move forward as planned as the emergency vehicle access easement is a condition of approval from the City of Oakland.
2. Do not grant an easement for the limited private access on BART property but grant the emergency vehicle access easement. While only the emergency vehicle access is required as a condition of approval by the City, the development would be delayed as the design of the proposed project assumes garbage pickup and tenant loading occur adjacent to the BART tracks.

RECOMMENDATIONS:

Adopt the following Motions.

MOTIONS:

1. Authorize the General Manager or her designee to modify the existing recorded agreements between BART and the City of Oakland for Fruitvale Transit Village Phase IIA (Casa Arabella) in order to waive the Delayed Transfer Fee requirement and acknowledge that the other major terms of the agreements do not apply to this development, so long as the development includes 92 units of rental affordable housing for households earning less than 80% area median income, and 2 units of rental market rate housing.
2. Authorize the General Manager or her designee to enter into agreements as needed with

the City of Oakland, East Bay Asian Local Development Corporation (EBALDC) and BRIDGE Housing to provide a limited private access easement to allow for garbage pickup and tenant loading and an emergency vehicle access easement for Fruitvale Transit Village Phase IIA (Casa Arabella), and to establish a reciprocal easement allowing BART maintenance and other vehicles to access non-BART property adjacent to Fruitvale Transit Village Phase II.



EXECUTIVE DECISION DOCUMENT

GENERAL MANAGER APPROVAL: <i>Robert M. Powers</i> 11 OCT 2017		GENERAL MANAGER ACTION REQ'D: Approve and forward to Board		
DATE: 10/4/2017		BOARD INITIATED ITEM: No		
Originator/Prepared by: Barbara Inaba Dept: Systems Development <i>Barbara Inaba</i> Signature/Date: 10.10.17	General Counsel <i>Jim [unclear]</i> 10/10/17	Controller/Treasurer <i>[unclear]</i> 10/10/17	District Secretary []	BARC <i>[unclear]</i> 10.10.17

Memorandum of Understanding with QIC Limited at San Bruno BART Station to Pursue a Feasibility Analysis and Assessment Related to Improved Connections to The Shops at Tanforan

PURPOSE: To authorize the General Manager to execute a Memorandum of Understanding (MOU) between BART and QIC Limited to cooperatively pursue a Feasibility Analysis and Assessment to determine the commercial viability in integrating the San Bruno Station with the proposed initial phase of The Shops at Tanforan (Tanforan) redevelopment.

DISCUSSION: The San Bruno BART Station is located between The Shops at Tanforan and Huntington Avenue. The Shops at Tanforan, since late 2015, is owned by Tanforan Associates, LLC (Tanforan Associates) which is owned and operated by QIC Limited (QIC) and its affiliates.

QIC has identified an opportunity to collaborate with BART regarding QIC's proposed redevelopment and improvements for ultimately creating a vibrant town center which will improve The Shops at Tanforan economic viability while delivering on BART Transit Oriented Development Policy strategies, most notably the following:

- A3: Considers property assembly with adjacent land owners for optimal TOD;
- B2: Form partnerships to help build TOD both on and off BART property; and
- C1: Seamlessly connect BART stations with surrounding communities.

QIC's proposed initial project is Phase I of its ultimate redevelopment and is described as an entertainment and leisure zone. This MOU sets forth the criteria for a Phase I project

Feasibility Analysis and Assessment (Feasibility) of the design and implementation objectives for the Station and Station Plaza in the context of Tanforan Associates' redevelopment and enhancement plans. The Feasibility objectives generally include the following:

- a. **Transit Oriented Development:** Identify renovation and improvement design considerations for the Station and Station Plaza to effectively integrate The Shops at Tanforan as a best-in-class transit oriented development.
- b. **BART Requirements:** Identify San Bruno Station improvements in conjunction with applicable BART policies, procedures, standards, agreements including any third party impacts.
- c. **Joint Police Station Relocation:** The San Bruno Joint Police Station is located on the Station Plaza and adjacent to the Shops at Tanforan. QIC will work with the City of San Bruno (City) and BART to potentially relocate, at QIC's sole cost, the City's Joint Police Station and all City and BART police operations to a mutually agreeable location.
- d. **Tanforan Memorial:** Work collaboratively and collectively with BART and Tanforan Assembly Center Memorial Committee (TACMC) to identify potential locations and design options to integrate the Tanforan Memorial within the Station Plaza and the redevelopment plans of Tanforan.
- e. **Ground Lease:** Negotiate with BART terms of a long term Ground Lease with Tanforan Associates for the Station Plaza where improvements will be made, and operational responsibility will transfer to Tanforan Associates which will include but not be limited to, maintenance, security and cleaning to the standard of a high quality retail development.
- f. **Complementary Design:** Proposed improvements and upgrades to the Station Plaza will complement the level of finish, design and aesthetics of the proposed redevelopment of Tanforan.
- g. **Station Renaming:** BART to work with Tanforan Associates for its application request to BART to rename the San Bruno Station in accordance with BART's Station Renaming Policy and Procedure.
- h. **Special Entrance Agreement:** The Parties will consider a Special Entrance Agreement to allow Tanforan direct access to and from the Station.
- i. **Schedule and Regulatory Considerations:** Identify the timeline for project implementation, including any relevant California Environmental Quality Act (CEQA) environmental assessment and applicable Federal Transit Administration (FTA) requirements pertaining to the use of FTA-funded real property owned by BART.

QIC and BART will endeavor to move towards definitive documentation, in the form of a Ground Lease and other necessary and relevant documents, subject to further approvals required by each Party's Board.

The Feasibility will be funded by Tanforan Associates.

If this Motion is approved, the following is a summary of the next steps expected:

- Execute this MOU and complete Feasibility no later than 24 months.
- Present the Feasibility to the respective Boards in order to obtain direction on whether to pursue moving forward with any of the designs and collaborative ventures.

The Office of the General Counsel has approved the MOU as to form.

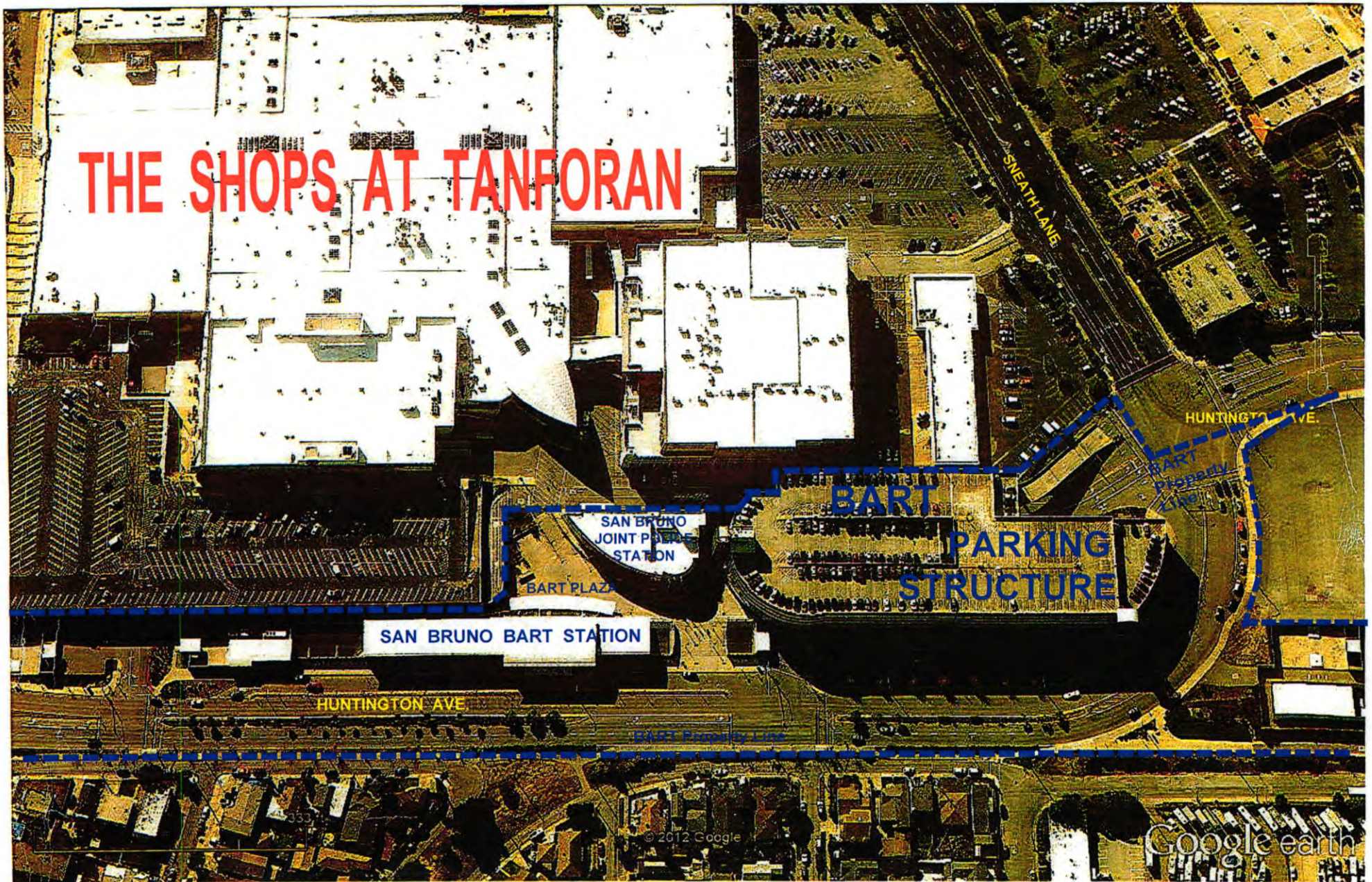
FISCAL IMPACT: Tanforan Associates will reimburse BART for its staff time spent on this MOU and during the Feasibility and Assessment study phase for an amount not to exceed \$40,000.

ALTERNATIVES: Do not enter into a MOU with QIC. This action would result in a missed opportunity to meet the TOD policy goals through improved connectivity and to integrate the San Bruno BART Station to Tanforan, improve access and bring new riders and revenue to the District.

RECOMMENDATION: It is recommended that the following Motion be adopted:

MOTION: The General Manager or her designee is hereby authorized to execute a Memorandum of Understanding with QIC Limited in connection with the San Bruno Station and The Shops at Tanforan (Tanforan) to pursue a Feasibility Analysis and Assessment to determine the commercial viability of integrating the San Bruno Station with the proposed initial phase of Tanforan redevelopment.

MAP



San Bruno BART Station & The Shops at TANFORAN



EXECUTIVE DECISION DOCUMENT

GENERAL MANAGER APPROVAL: <i>Robert M. Perera</i> 10 Oct 2017		GENERAL MANAGER ACTION REQ'D: Approve and forward to the Board		
DATE: 9/27/2017		BOARD INITIATED ITEM: No		
Originator/Prepared by: Paul Voix Dept: Systems Development <i>Paul Voix</i> 10/5/17 Signature/Date:	General Counsel <i>Vi Bly</i> 10/9/17 []	Controller/Treasurer <i>Appalite</i> 10/12/17 []	District Secretary []	BARC <i>Val M...</i> 10.10.17 []

APPROVAL OF LEASE OF SPACE AT THE RICHMOND BART STATION PARKING STRUCTURE

PURPOSE: To obtain Board authorization to enter into a long term Lease with Richmond Business Hub, LLC (“Richmond Business Hub”) for a potential use of the retail space at the Richmond BART Station parking structure.

DISCUSSION: As part of the transit-oriented development at the Richmond BART Station (depicted in Exhibit A), the City of Richmond (“City”), through its Redevelopment Agency, constructed a 769-space parking structure at the Station. The ground level of this BART-owned and operated parking structure that faces Macdonald Avenue includes approximately 9,000 square feet of space designated for commercial use. The commercial space currently is a vacant, open “grey shell” or “cold shell” with electrical, cold water, and sanitary server service hookups, but without restrooms, heating/ventilation/air conditioning, kitchen area, interior walls or other improvements. The space offers a new revenue generating opportunity for BART, sales tax revenue to the City, and with its street frontage will provide a retail function along one of the pedestrian paths to the Station (“eyes on the street”).

District staff have been working with the City and the Richmond Main Street Initiative, Inc. (“Richmond Main Street”), a community-based non-profit corporation dedicated to revitalizing historic Downtown Richmond, to advertise the availability of the retail space and to identify potential retail tenants. As a result, staff previously sought and obtained Board approval to lease the space to another entity in November, 2014. However, after negotiating and working with that entity for a number of months, we were unable to finalize a lease. Since this time, others had expressed an in interest in the site, but the interest was for something more ‘turnkey’.

In December, 2016 BART was approached by Mr. Ernst Valery the founder and president of Ernst Valery Investments Corporation (EVI), an affiliate of Richmond Business Hub.

Another EVI affiliate was selected by the City of Richmond for potential development of a two-block area to the west of the BART parking structure space. Both the development and the Richmond Business Hub lease are expected to result in increased ridership to and from the station. The proposed lease would permit Richmond Business Hub to sublet the space to entities that would either use or sub-sublet the space to other entities to use as a workspace incubation office, educational training facility, and event space, and for related retail operations (including, but not limited to, food and beverage), (concept drawing attached). Richmond Business Hub and its sublessees would have broad discretion to determine the specific events and retail uses that would occur on the leased premises. Limited use of the parking structure for parking would be made available. The proposed lease would permit the sale of alcoholic beverages on the site, provided that the tenant or subtenants obtain all necessary state and local permission for the sale of alcohol.

The proposed lease would have an initial term of ten years, and would provide Richmond Business Hub the option to renew the lease for three additional five-year periods. Thus, the total term of this lease could be as long as 25 years.

The Office of the General Counsel will approve the Lease as to form.

FISCAL IMPACT: Monthly base lease rent will begin at \$13,527, or \$1.50 per square foot, for years one through four and then increase by three percent each year to \$16,152 per month in year ten. If Richmond Business Hub elects to exercise its renewal option(s), then the base lease rent would be determined based on market rates for rental of similar spaces. In recognition of the substantial investment to be incurred by the lessee, BART will provide a \$649,000 rent credit. As a result, lease payments to BART for base rent are not anticipated during the initial four years of the lease term. Market data was evaluated and staff believes that the negotiated terms of this lease reflect fair market value. Rent to the District beginning four years after the commencement date through the end of year ten is expected to exceed \$1,081,000 for this location. All revenues from the Lease would be deposited into the General Fund.

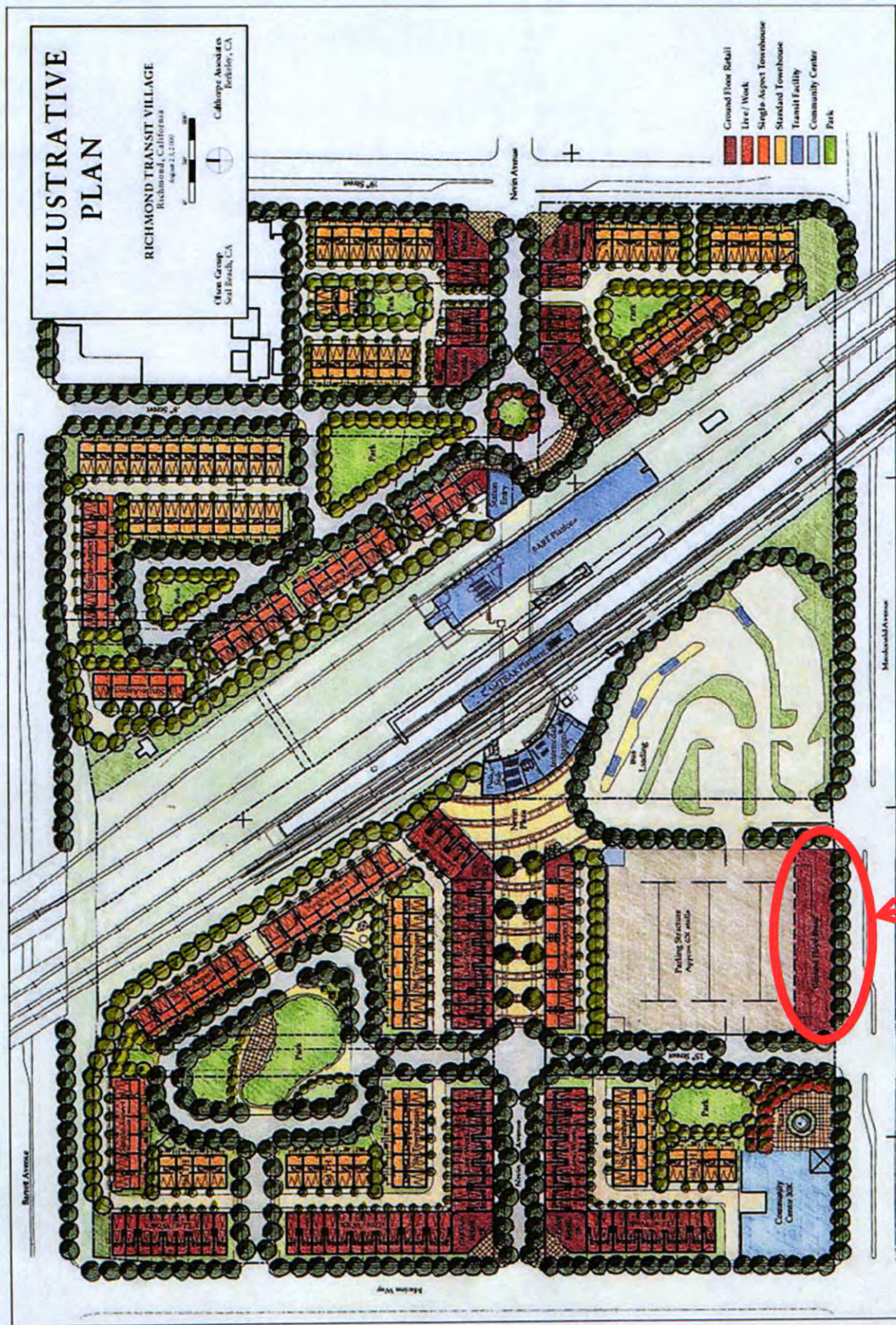
ALTERNATIVES: Not award a lease to Richmond Business Hub and seek other tenant occupants for the vacant retail space. This would delay occupancy of the garage retail space.

RECOMENDATION: Adoption of the following motion.

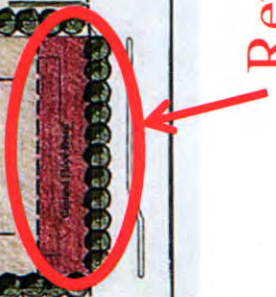
MOTION: The General Manager or her designee is authorized to execute a Lease with Richmond Business Hub, LLC for ten years, with three additional five-year options, for approximately 9,000 square feet of commercial space on the 1500 block of Macdonald Avenue, located on the ground floor of the Richmond BART Station parking structure.

Richmond

Exhibit A



Retail Area





EXECUTIVE DECISION DOCUMENT

GENERAL MANAGER APPROVAL: <i>Robert M. Poma</i> 10 Oct 2017		GENERAL MANAGER ACTION REQ'D:		
DATE: 6/6/2017		BOARD INITIATED ITEM: No		
Originator/Prepared by: David Baumann Dept: Real Estate and Property Development <i>[Signature]</i> Signature/Date: 8/23/17	General Counsel <i>[Signature]</i> 8/23/17 []	Controller/Treasurer <i>[Signature]</i> 8/23/17 []	District Secretary []	BARC <i>[Signature]</i> 10.6.17 []
Status: Approved		Date Created: 6/6/2017		

Easement Quitclaim and Grant of new Easement Pleasant Hill TOD

PURPOSE: To request Board authorization of the acceptance of a quitclaim deed from the Contra Costa Water District (CCWD) relating to the quitclaim of a portion of an existing waterline easement granted to CCWD; and the execution of an agreement that grants an easement to CCWD across portions of BART Parcel O-C50-8950-06 in the unincorporated area of Contra Costa County.

DISCUSSION: On March 10, 2010, the District granted CCWD an easement for construction, maintenance, repair and replacement of a waterline across portions of BART-owned Parcels to allow for the development of the Pleasant Hill Contra Costa Centre Transit Village ("Transit Village") The waterline currently services the Transit Village.

To construct a trash revetment for BART's benefit, a portion of the existing water line must be relocated. Consequently a portion of the underlying waterline easement must be quitclaimed by CCWD, and an easement over an adjacent portion of land required for the new waterline must be granted to CCWD. The waterline easements are located within the Pleasant Hill station. The grant of these new easements will not affect BART operations.

The proposed trash revetment will allow for a more attractive and safe enclosure for BART refuse from the Pleasant Hill station. BART will not be required to pay for the new facility.

The Office of the General Counsel will approve the easement as to form.

FISCAL IMPACT: BART will incur no costs in granting the easement.

ALTERNATIVE: Do not accept the quitclaim of the existing easement and do not enter into a new Agreement and Grant of Easement. Staff has determined that alternative locations for the easement and trash enclosure are impractical either due to space restrictions; or prohibitive costs.

RECOMMENDATIONS: Adoption of the following motion.

MOTION: Approve the attached resolution "In the matter of authorizing acceptance of a quitclaim deed from the Contra Costa Water District, and the execution of an agreement and Easement Deed to the Contra Costa Water District."

BEFORE THE BOARD OF DIRECTORS OF THE
SAN FRANCISCO BAY AREA RAPID TRANSIT DISTRICT

In the matter of authorizing acceptance of a quitclaim deed from the Contra Costa Water District, and the execution of an Agreement and Easement Deed to the Contra Costa Water District
BART Parcels: O-C50W-E1 and O-C50-8950-06-E1
(Portions of APN 148-221-045-5)

Resolution No. _____

BE IT RESOLVED by the Board of Directors of the SAN FRANCISCO BAY AREA
RAPID TRANSIT DISTRICT that:

1) the Board of Directors determines that acceptance of a quitclaim deed from the Contra Costa Water District and the grant of a new easement to Contra Costa Water District is in the best interest of the District, and

2) the Board of Directors hereby authorizes the acceptance by the Manager of BART's Real Estate and Property Development Department of the Quitclaim Deed from the Contra Costa Water District, attached hereto as Exhibit "A" and the execution of the Agreement and Grant of Easement attached hereto as Exhibit "B" by the President or Vice President of the Board, and the District Secretary or Assistant Secretary, on behalf of the District.

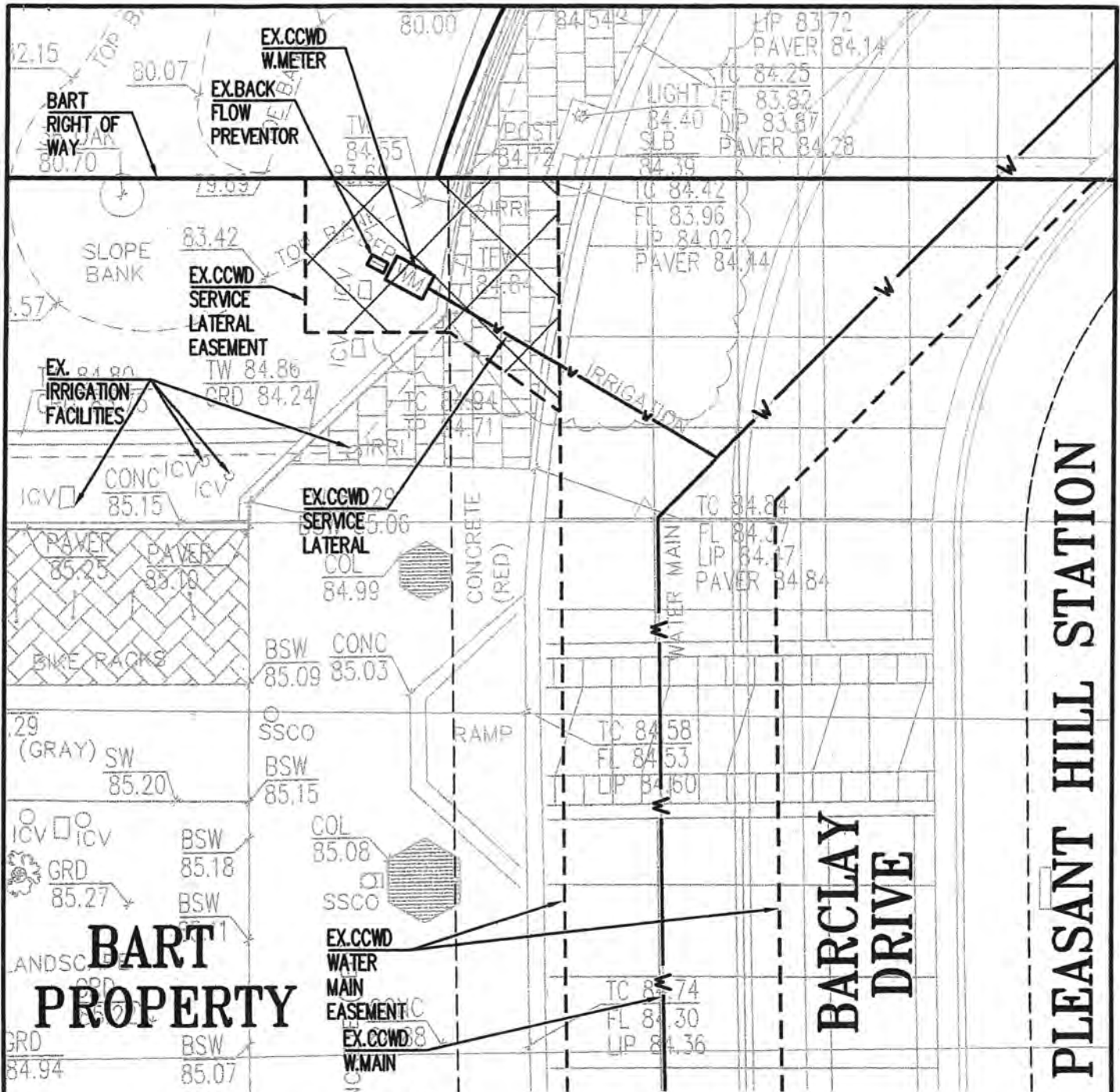
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SECRETARY'S CERTIFICATE

I, KENNETH A. DURON, District Secretary of the SAN FRANCISCO BAY AREA
RAPID TRANSIT DISTRICT, do hereby certify that the foregoing is a true copy of the original resolution adopted by the Board of Directors of the SAN FRANCISCO BAY AREA RAPID TRANSIT DISTRICT at its meeting regularly called and held on _____ 2017, a majority of the members of said Board being present and voting therefor.

Dated this ___ day of _____, 2017.

Kenneth A. Duron, District Secretary
San Francisco Bay Area Rapid Transit District

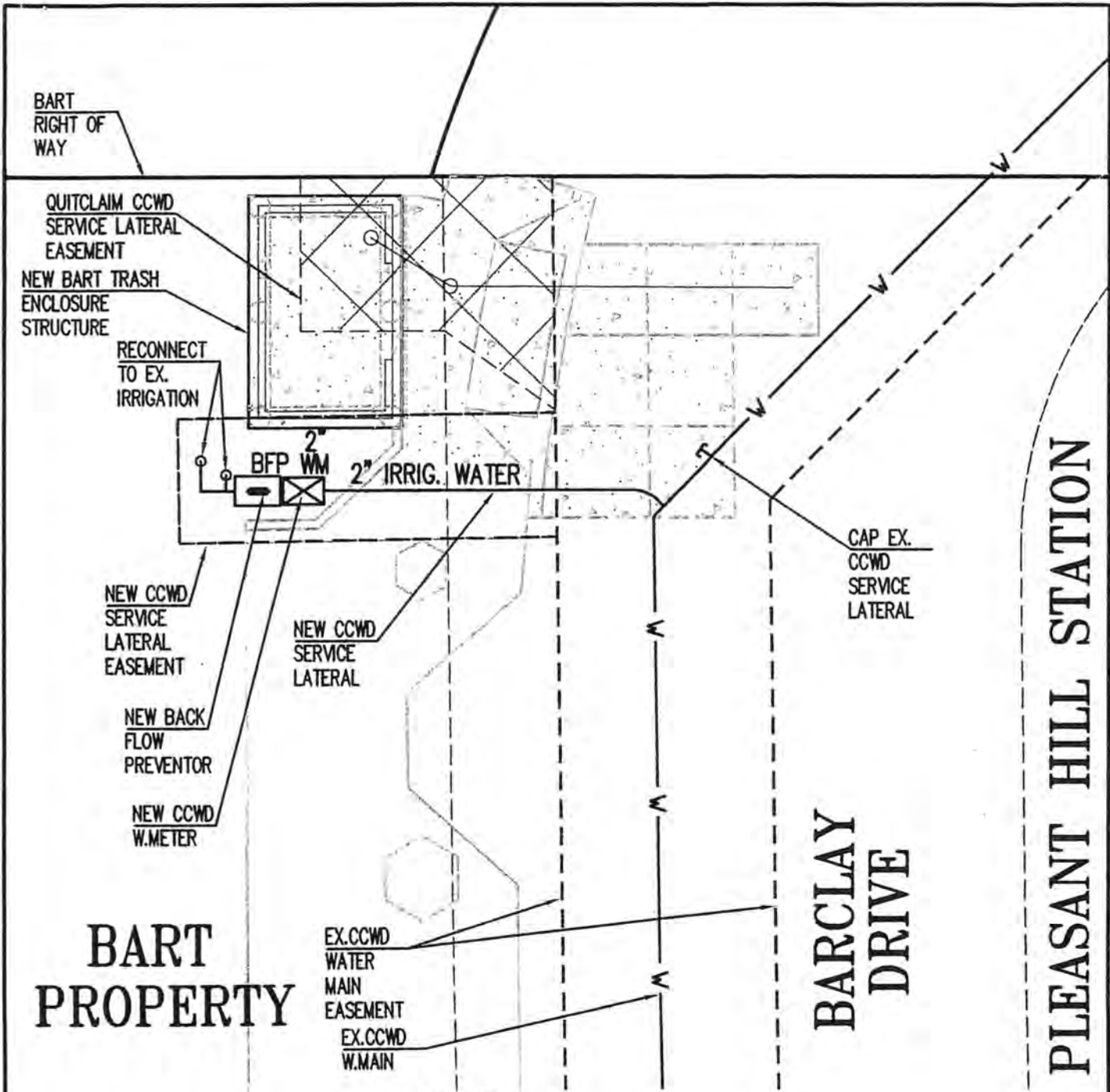


LEGEND

-  EXISTING WATERLINE
-  EASEMENT TO BE QUITCLAIMED

EXISTING WATER SERVICE & SITE CONDITIONS PLAN

**PLEASANT HILL BART STATION
BARCLAY DRIVE**

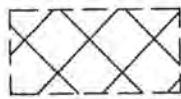


**BART
PROPERTY**

**BARCLAY
DRIVE**

PLEASANT HILL STATION

LEGEND



**EXISTING WATERLINE
EASEMENT TO BE QUITCLAIMED**

**PROPOSED WATER SERVICE AND
TRASH ENCLOSURE STRUCTURE**

**PLEASANT HILL BART STATION
BARCLAY DRIVE**



**RECORDING REQUESTED BY
SAN FRANCISCO BAY AREA
RAPID TRANSIT DISTRICT**

and when recorded mail to

SAN FRANCISCO BAY AREA
RAPID TRANSIT DISTRICT
300 Lakeside Drive, 22nd Floor
Oakland, CA 94612
Attn: Manager, Real Estate and
Property Development Dept.

SPACE ABOVE THIS LINE FOR RECORDER'S USE

The undersigned grantor hereby declares: This instrument is exempt from Recording Fees (Govt. Code §27383) and from Documentary Transfer Tax (Rev. and Taxation Code §11922).

**A.P.N.: Portion of 941-2842-002
BART PARCEL NO. O-C50WE3**

QUITCLAIM DEED

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the **CONTRA COSTA WATER DISTRICT**, a local government agency of the State of California ("**GRANTOR**" or "**DISTRICT**"), does hereby remise, release and forever quitclaim to the **SAN FRANCISCO BAY AREA RAPID TRANSIT DISTRICT**, a rapid transit district ("**GRANTEE**" or "**BART**"), all right, title and interest it may have in and to a portion of a certain easement on a portion of that certain Real Property in the County of Contra Costa, State of California, on the "Subdivision 8950" map filed July 25, 2008, in Book 508 of Maps at Pages 4 through 19, inclusive which was conveyed by BART to DISTRICT pursuant to that certain Easement Agreement Between San Francisco Bay Area Rapid Transit District and Contra Costa Water District (0-C50WE1) ("**Easement Agreement**"), recorded on March 10, 2010 as Document No. 2010-0047416-00 in the Official Records of Contra Costa County, State of California. The portion of the easement conveyed by GRANTOR to BART in said Easement Agreement and hereby quitclaimed from DISTRICT to BART by this Quitclaim Deed is described in Exhibit A and Delineated on Exhibit B attached hereto.

[No further text on this page.]

EXHIBIT A

IN WITNESS WHEREOF, the Grantor executed this Quitclaim Deed, this _____ day of _____, 2016.

“GRANTOR”
CONTRA COSTA WATER DISTRICT

John D. Brown, General Manager

1330 Concord Avenue
P.O. Box H2O
Concord, CA 94524-2099

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document, to which this certificate is attached, and not the truthfulness, accuracy or validity of that document.

STATE OF CALIFORNIA)
)
COUNTY OF CONTRA COSTA)

On _____, before me, _____, a Notary Public, personally appeared _____ and _____ who proved to me on the basis of satisfactory evidence to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same in their authorized capacities, and that by their signatures on the instrument the persons, or the entity upon behalf of which the persons acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature _____ (Seal)

EXHIBIT A

CERTIFICATE OF ACCEPTANCE, GOVERNMENT CODE, SEC. 27281

This is to certify that the interest in real property conveyed by the foregoing deed or grant to the San Francisco Bay Area Rapid Transit District is hereby accepted by the undersigned on behalf of the San Francisco Bay Area Rapid Transit District pursuant to authority conferred by resolution of the Board of Directors of the San Francisco Bay Area Rapid Transit District entitled "In The Matter of Authorizing Acceptance of Deeds and Grants," bearing No. 291, adopted on October 24, 1963, and the grantee consents to recordation thereof.

Dated this _____ day of _____, 20____

Accepted:
San Francisco Bay Area Rapid Transit District

By: _____

Name: _____
Manager
Real Estate and Property Development
Department



LOT 4 SUBD. 8950
(508 M 4)

QUITCLAIM OF A PORTION OF
PARCEL 2 OF EXISTING CCWD
EASEMENT (DOC. NO.
2010-0047416)
208 S.F.±

LOT 6 SUBD. 8950
(508 M 4)
APN 148-221-045

EXISTING CCWD EASEMENT
PARCEL 2, DOC. NO.
2010-0047416

OAK ROAD

BARCLAY DRIVE

BARCLAY DRIVE

LOT 9

SUNNE LANE

COGGINS DRIVE

COGGINS DRIVE

P.O.C.

N45°52'17"E 17.43'
P.O.B.




N45°52'17"E 156.82' (TIE)

NEW CCWD
EASEMENT BY
SEPARATE
INSTRUMENT

EXISTING CCWD EASEMENT
PARCEL 3, DOC. NO.
2010-0047416

LOT 6 SUBD. 8950
(508 M 4)
APN 148-221-045

LEGEND

- P.O.B. POINT OF BEGINNING
- P.O.C. POINT OF COMMENCEMENT
- S.F.± SQUARE FEET MORE OR LESS
- (T) TOTAL
-  AREA OF EXISTING WATERLINE EASEMENT TO BE QUITCLAIMED
-  NEW CCWD EASEMENT
-  EXISTING CCWD EASEMENT

LINE TABLE		
LINE	LENGTH	BEARING
L100	10.69'	N44°07'43"W
L101	10.00'	S45°52'17"W
L102	9.41'	S81°22'10"W
L103	16.16'	S44°55'52"E



J. Luk
JACQUELINE LUK, PLS/8934

Prepared By
Luk and Associates
Civil Engineers - Land Planners - Land Surveyors
738 Alfred Nobel Drive
Hercules, California 94547
PHONE: (510) 724-3388

**EXHIBIT A
QUITCLAIM OF
CONTRA COSTA WATER DISTRICT
WATERLINE EASEMENT
SUBDIVISION 8950**

PLAT TO ACCOMPANY LEGAL DESCRIPTION
CONTRA COSTA COUNTY - CALIFORNIA
SEPTEMBER 30, 2015 SCALE: 1"=40' SHEET 1

Kenneth A. Duron, District Secretary
San Francisco Bay Area Rapid Transit District

EXHIBIT B

RECORDING REQUESTED BY
CONTRA COSTA WATER
DISTRICT

1331 Concord Avenue
Concord, CA 94520

and when recorded mail to

Dino Angelosante

CONTRA COSTA WATER
DISTRICT

1331 Concord Avenue
Concord, CA 94520

SPACE ABOVE THIS LINE FOR RECORDER'S USE

The undersigned grantor hereby declares: This instrument is exempt from Recording Fees (Govt. Code §27383) and from Documentary Transfer Tax (Rev. and Taxation Code §11922).

EASEMENT NO. _____ **Affects A.P.N.941-2842-002 Escrow No.** _____

BART PARCEL NO. O-C50-8950-06-E1

Easement Agreement Between San Francisco Bay Area Rapid Transit District and Contra Costa Water District (O-C50-8950-06-E1)

THIS AGREEMENT AND GRANT OF EASEMENT (this "Agreement") is made by and between SAN FRANCISCO BAY AREA RAPID TRANSIT DISTRICT, a rapid transit district (the "Grantor"), and CONTRA COSTA WATER DISTRICT, a local government agency of the State of California, hereinafter called "the District".

1. For valuable consideration, the Grantor hereby grants to the District and the District hereby accepts from the Grantor, a perpetual easement in, on and under a portion of that certain Real Property in the County of Contra Costa, State of California, on the "Subdivision 8950" map filed July 25, 2008, in Book 508 of Maps at Pages 4 through 19, inclusive (collectively "Grantor's Property") described in Exhibit A and Delineated on Exhibit B, attached hereto and made a part hereof.

2. The purpose of the Easement is to install, operate, maintain, repair and replace water utility facilities and equipment, including, without limitation, pipes, valves, meters, meter boxes, fire hydrants, protecting posts, rectifiers, air releases, blow-offs, backflow prevention devices and appurtenances. In furtherance thereof, the Grantor further grants the District, its employees, consultants, contractors, and other agents, and their respective vehicles of any kind whatsoever, the right of ingress to, and egress from, and access along, across, over, and throughout the entirety of said Easement Area and across the Grantor's Property by means of roads, existing now, or in the future, subject to the following:

EXHIBIT B

- A.) Emergency Work. In the event of an emergency, the District shall, concurrent with dispatching a crew to said emergency, use reasonable efforts to contact BART Central at (510) 834-1297 to advise of same and to coordinate access to said Easement Area. After said emergency maintenance or repair has been completed or the emergency has been stabilized, the District shall restore any of Grantor's Property affected by the emergency work to a safe, operable condition.
- B.) Routine Maintenance. Visual inspection, routine maintenance or repairs requiring less than eight (8) hours of work within the easement area shall be considered routine.
- C.) Construction Work. Any work that is not considered emergency or routine shall be considered construction work. At least two (2) weeks prior to the proposed commencement of any construction work within the Easement Area, the District shall submit notice of such proposed work along with a work plan describing the specifics of the work that will include a schedule, a traffic and access plan and any other relevant information to the Permit Section of the Real Estate Department at BART for Grantor's review and comment. The District and Grantor will coordinate such proposed work with Grantor's operations and any other work in or about Grantor's Property to minimize the impacts on Grantor's operations and its patrons. For such construction work, the District shall upon request submit insurance certificates and endorsements to Grantor that comply with the general insurance provisions, including without limitation railroad insurance, as set forth in Exhibit C attached hereto, which shall be periodically updated with regard to limits.
- D.) All installation, maintenance, repair, replacement, relocation, restoration and removal of such emergency, routine, and/or construction work shall be performed in a manner that does not unreasonably interfere with the water supply to Grantor's Property or otherwise unreasonably disrupt the Grantor's transit operations.
3. All pipes, except risers to meters, fire hydrants, or appurtenances, shall be installed at least 18 inches below the surface of the ground.
4. The District will backfill all excavations and restore the ground to a condition equal to the condition existing prior to the excavation.
5. The Grantor will not permit any structure to be placed or tree to be planted within the Easement Area or the access thereto or allow other use of the Easement Area which will prevent the District's employees or agents and their equipment from operating anywhere within the Easement Area .
6. As soon as practical, the District shall furnish to the Grantor, at the District's sole cost and expense a complete set of the District's final "as-built" plans and specifications of the completed utilities, together with an electronic file of the "as-built" plans and specifications.
7. In addition to satisfying the special insurance requirements for construction work, as required under Section 2C above, the District agrees to maintain commercial general liability insurance, automobile liability insurance, and statutory workers' compensation and employer's liability insurance so long as this Agreement remains in effect, in the amounts set forth for such insurance in Exhibit C.
8. Notices required or permitted to be given under this Agreement shall be given by certified mail, return receipt requested, postage prepaid, or by personal delivery (including overnight carrier) at the address set forth below the signature block of the parties hereto.

EXHIBIT B

IN WITNESS WHEREOF, the Grantor and the District executed this Agreement, this _____ day of _____, 2016.

“GRANTOR”
SAN FRANCISCO BAY AREA
RAPID TRANSIT DISTRICT
(SEAL)

“DISTRICT”
CONTRA COSTA WATER DISTRICT

President of the Board

Print Name

District Secretary

Print Name

John D. Brown, General Manager

1330 Concord Avenue
P.O. Box H2O
Concord, CA 94524-2099

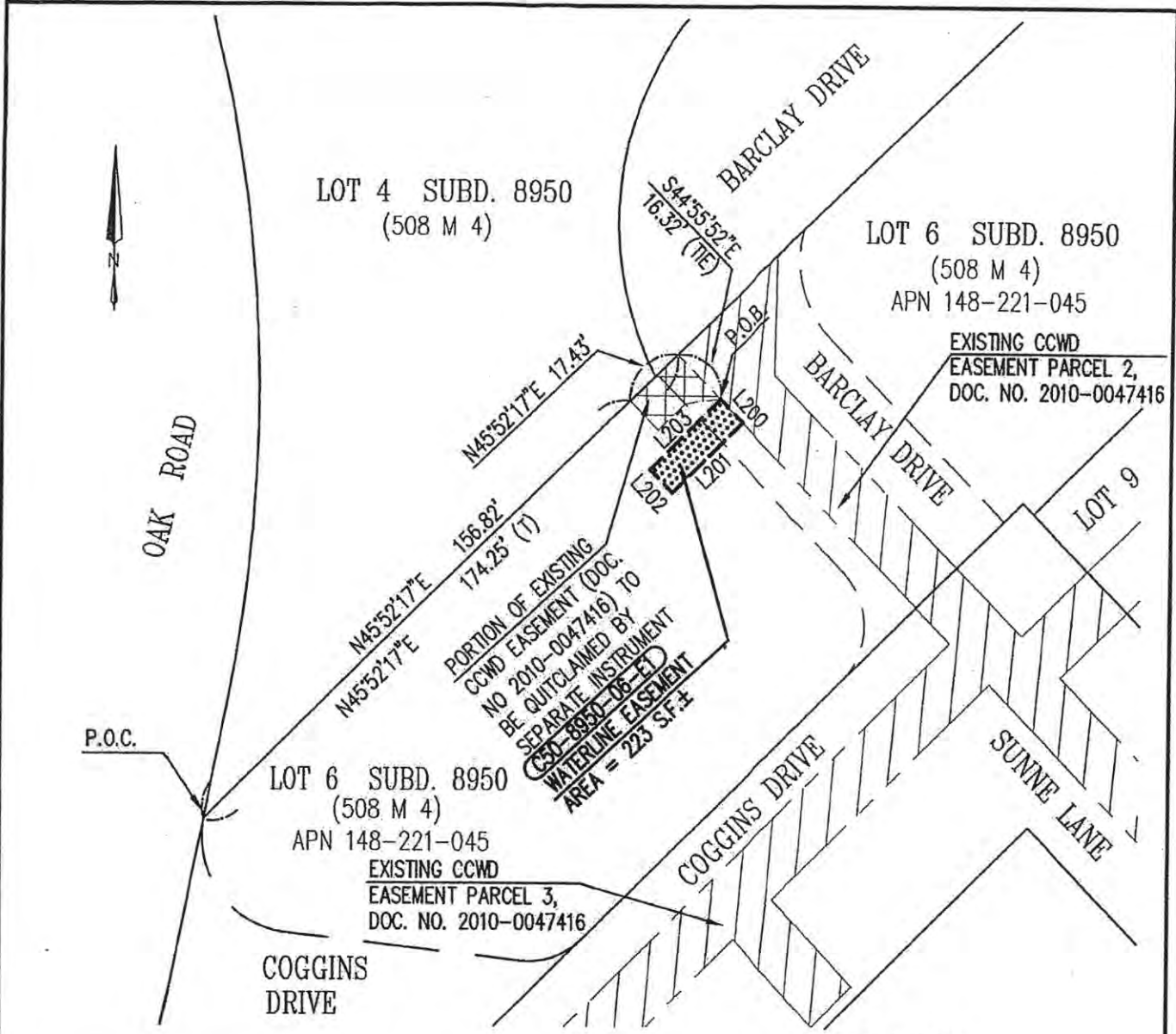
**[NEED APPROPRIATE DISTRICT
MAILING ADDRESS HERE.]**

CERTIFICATE OF ACCEPTANCE

This is to certify that the interest in Real Property conveyed by the foregoing instrument to Contra Costa Water District, a local governmental Agency, is hereby accepted by the undersigned officer on behalf of the Board of Directors of the District Pursuant to authority conferred by the Board’s Resolution No. _____ and the grantee consents to recordation thereof by its duly authorized officer.

Dated: _____

By: _____
Jerry Brown, General Manager



LINE TABLE		
LINE	LENGTH	BEARING
L200	8.50'	S44°55'52"E
L201	26.27'	S45°04'08"W
L202	8.50'	N44°55'52"W
L203	26.27'	N45°04'08"E



- LEGEND**
- P.O.B. POINT OF BEGINNING
 - P.O.C. POINT OF COMMENCEMENT
 - S.F.± SQUARE FEET MORE OR LESS
 - (T) TOTAL
 - PROPOSED WATERLINE EASEMENT
 - EXISTING WATERLINE EASEMENT TO BE QUITCLAIMED
 - EXISTING CCWD EASEMENT
 - (C50-8950-06-ET)** BART PARCEL NUMBER

J. Luk
 JACQUELINE LUK, PLS 8934

Prepared By
Luk and Associates
 Civil Engineers - Land Planners - Land Surveyors
 738 Alfred Nobel Drive
 Hercules, California 94547
 PHONE: (510) 724-3388

EXHIBIT "B"
CONTRA COSTA WATER DISTRICT
WATERLINE EASEMENT
SUBDIVISION 8950
 PLAT TO ACCOMPANY LEGAL DESCRIPTION
 CONTRA COSTA COUNTY - CALIFORNIA
 SEPTEMBER 30, 2015 SCALE: 1"=40' SHEET 1


SAN FRANCISCO BAY AREA RAPID TRANSIT DISTRICT

MEMORANDUM

TO: Planning and Legislation Committee **DATE:** October 10, 2017
FROM: General Manager
SUBJECT: 2017 State and Federal Legislative Update

At the October 17 Planning and Legislation Committee meeting, staff will provide an update on the 2017 state and federal legislative session. The presentation will include an overview of legislative achievements, bills with a direct impact to the District, and federal advocacy efforts.

If you have any questions, please contact Rodd Lee, Department Manager, Government and Community Relations at 510-464-6235.


Grace Crunican

Attachment

cc: Board of Directors
Deputy General Manager
Board Appointed Officers
Executive Staff