

Introduced by

FILED
OFFICE OF THE CITY CLERK
OAKLAND

Approved for Form and Legality

2014 JUL -2 PM 12:17

Almalcher
Office of the City Attorney

Councilmember

OAKLAND CITY COUNCIL

Resolution No. 85092 C.M.S.

A RESOLUTION AUTHORIZING THE CITY ADMINISTRATOR OR HIS DESIGNEE TO ENTER INTO (1) A SUBDIVISION IMPROVEMENT AGREEMENT WITH THE HIVE DEVELOPMENT GROUP, LLC FOR DEFERRED CONSTRUCTION OF PUBLIC INFRASTRUCTURE IMPROVEMENTS AS A CONDITION TO FINAL MAP APPROVAL FOR TRACT 8138 LOCATED AT 2301-2345 BROADWAY, 421 24TH STREET, 2300-2350 VALLEY STREET AND 2380-2396 VALLEY STREET, AND (2) A DEFERRED IMPROVEMENT AGREEMENT WITH THE HIVE DEVELOPMENT GROUP, LLC TO SATISFY MITIGATION MEASURES TRANS-1, TRANS-2, AND TRANS-5 OF THE STANDARD CONDITIONS OF APPROVAL AND MITIGATION MONITORING AND REPORTING PROGRAM

WHEREAS, The Hive Development Group LLC, a California limited liability company (no. 201307810317) ("Subdivider"), is the developer of a mixed use project and the subdivider of five (5) parcels identified by the Alameda County Assessor as 008-0739-002, 008-0739-004, 008-0739-005, 008-0739-006, and 008-0739-007, and by the Alameda County Clerk-Recorder as Tract No. 8138, and by the City of Oakland as 2301-2345 Broadway, 421 24th Street, 2300-2350 Valley Street and 2380-2396 Valley Street; and

WHEREAS, the Subdivider has acquired by purchase for valuable consideration the real property comprising Tract No. 8138 through grant deeds, series no. 2013106468 and 2103106472, recorded March 22, 2013, and grant deed, series no. 2013279668, recorded August 15, 2013, by the Alameda County Clerk-Recorder; and

WHEREAS, said five parcels are comprised of a re-subdivision of Lots 1 & 3 in Certification for Parcel Map Waiver, series no. 2013-156650, New Lot 2 & New Lot 4 described in Certification for Parcel Map Waiver, series no. 2014-045516, and "Parcel B" of the Lands described in grant deed, series no. 2013-106468; and

WHEREAS, the Subdivider applied to the City of Oakland for a Vesting Tentative Tract Map (VTTM 8138) to subdivide said platted land, which proposed:

- the subdivision of five (5) lots and the establishment through a Final Map of seven (7) lots comprising Tract No. 8138 for future construction of commercial space and 105 residential condominiums by private purchasers; and

- the irrevocable offer of dedication to the City of Oakland of a new emergency vehicle access easement; and

WHEREAS, on August 28, 2013, the City Planning Commission approved Vesting Tentative Tract Map No. 8138, Addendum #3 to the Broadway-West Grand Environmental Impact Report (ER 030022), and revisions to land use entitlements (PUD03552 and PUDF03553) and other approvals for the project, subject to various conditions of approval, including the Standard Conditions of Approval and Mitigation Monitoring and Reporting Program (“SCAMMRP”); and

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

- the Final Map for Tract No. 8138, described schematically in *Exhibit A* attached hereto and incorporated herein, and delineated diagrammatically in *Exhibit B* attached hereto and incorporated herein, is substantially the same as the Vesting Tentative Tract Map approved by the City Planning Commission; and
- the Final Map for Tract No. 8138 complies in all manners with the provisions of California Government Code sections 66410, et seq. (Subdivision Map Act), and the City of Oakland’s local subdivision ordinance (Oakland Municipal Code Title 16 - Subdivisions); and

WHEREAS, pursuant to California Business and Professions Code section 6731, the City Surveyor has determined that the Final Map is technically correct and accurately delineates the proposed metes and bounds of the property boundaries separating the proposed seven (7) lots and the proposed dedicated emergency vehicle access easement, the limits of which have been established by a field boundary survey performed by a competent surveyor, who is licensed by the State of California to practice land surveying, and can be re-established from the monuments, property corners, radii, bearings, and distances shown on the Final Map for Tract No. 8138; and

WHEREAS, the Subdivider has employed a competent 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 proposed on-site emergency vehicle access easement; and

WHEREAS, the City Engineer has approved infrastructure permit no. PX1300111 and the Subdivider’s plans and specifications for construction of the required public infrastructure improvements, attached hereto as *Exhibit C* and incorporated herein; and

WHEREAS, pursuant to Government Code section 66462 and Oakland Municipal Code section 16.20.100, as a condition precedent to approval of the Final Map for Tract No. 8138, the Subdivider has executed a Subdivision Improvement Agreement, attached hereto as *Exhibit D* and incorporated herein, assuring the timely construction, unconditional warrantee, and prescribed maintenance of all required public infrastructure improvements; and

WHEREAS, in accordance with Government Code section 66499 and Oakland Municipal Code section 16.20.100, and as required in the Subdivision Improvement Agreement,

the Subdivider has deposited adequate security in the form of a performance bond and a labor and materials bond to secure the Subdivider's performance of the deferred public infrastructure improvements identified in the Subdivision Improvement Agreement; and

WHEREAS, Mitigation Measures TRANS-1, TRANS-2, and TRANS-5, adopted by the City as part of the SCAMMRP, require the Subdivider to (1) conduct a traffic analysis analyzing the intersections at 24th Street and Broadway, 23rd Street and Broadway, and Grand Avenue and Broadway at the time of construction and every three years thereafter until 2035 or until the mitigation measures are implemented, and (2) if warranted by a traffic analysis, complete construction of certain identified improvements (signalization of the intersections at 24th Street/Broadway and 23rd Street/Broadway, and permitted-protected left-turn phasing at Grand Avenue/Broadway) within one year after commencement of construction; and

WHEREAS, in accordance with the above-described mitigation measures, the Subdivider has executed a Deferred Improvement Agreement, attached hereto as *Exhibit E* and incorporated herein, assuring the completion of a traffic analysis at specified intersections at the time of construction and every three years thereafter until 2035 or until the mitigation measures are implemented, and if warranted by a traffic analysis, assuring the construction, unconditional warrantee, and prescribed maintenance of the identified improvements; and

WHEREAS, pursuant to the terms of the Deferred Improvement Agreement, the Subdivider has agreed to deposit adequate security in the form of a performance bond and a labor and materials bond within the time limits described in the Deferred Improvement Agreement to secure the Subdivider's performance of the identified improvements; and

WHEREAS, the City previously certified the 2004 Broadway-West Grand Mixed Use Project Environmental Impact Report (2004 EIR) and adopted an Addendum to the 2004 EIR (Addendum #3) prepared for the Broadway-West Grand Mixed-Use Project as modified in 2013; and

WHEREAS, none of the circumstances necessitating further CEQA review are present, and the City can rely on the 2004 EIR and Addendum #3 in authorizing the actions contemplated by this Resolution; now, therefore, be it

RESOLVED: That the City Administrator or his designee is hereby authorized to enter into a Subdivision Improvement Agreement with The Hive Development Group, LLC for deferred construction of public infrastructure improvements as a condition to final map approval for Tract 8138; and be it

FURTHER RESOLVED: That the City Administrator or his designee is hereby authorized to enter into a Deferred Improvement Agreement with The Hive Development Group, LLC to satisfy Mitigation Measures TRANS-1, TRANS-2, and TRANS-5 of the Standard Conditions of Approval and Mitigation Monitoring and Reporting Program; and be it

FURTHER RESOLVED: That all documents related to this Resolution shall be reviewed and approved by the City Attorney's Office prior to execution; and be it

FURTHER RESOLVED: That the City Engineer is authorized to cause the fully executed Subdivision Improvement Agreement and Deferred Improvement Agreement to be filed concurrently with the fully endorsed Final Map for Tract No. 8138 for recordation by the Alameda County Clerk-Recorder; and be it

FURTHER RESOLVED: That this Resolution shall be effective upon its adoption by sufficient affirmative votes of the elected members of Council of the City of Oakland, as provided in the Charter of the City of Oakland.

IN COUNCIL, OAKLAND, CALIFORNIA, JUL 15 2014


PASSED BY THE FOLLOWING VOTE:

AYES - BROOKS, GALLO, KALB, KAPLAN, GIBSON McELHANEY, REID, SCHAAF, AND
PRESIDENT KERNIGHAN - 8

NOES - 0

ABSENT - 0

ABSTENTION - 0

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

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 SUBDIVISION SHOWN ON THE MAP; THAT WE ARE THE ONLY PERSONS WHOSE CONSENT IS NECESSARY TO PASS A CLEAR TITLE TO SAID REAL PROPERTY; AND THAT WE HEREBY CONSENT TO THE MAKING OF SAID MAP AND SUBDIVISION AS SHOWN WITHIN THE DISTINCTIVE BORDER LINE.

WE ALSO HEREBY DEDICATE TO PUBLIC USE AN EASEMENT FOR EMERGENCY VEHICLE ACCESS DESIGNATED HEREON AS "E.V.A.E." (EMERGENCY VEHICLE ACCESS EASEMENT). SAID E.V.A.E. IS TO BE KEPT OPEN AND FREE OF PARKED VEHICLES, BUILDINGS AND STRUCTURES OF ANY KIND (WHETHER SUCH STRUCTURES BE PERMANENT OR TEMPORARY IN NATURE, AND WHETHER OR NOT SAID STRUCTURES REQUIRE A BUILDING PERMIT). THE CITY OF OAKLAND IS AN INTENDED THIRD PARTY BENEFICIARY OF THIS EASEMENT WITH THE RIGHT TO ENFORCE THE RIGHTS AND OBLIGATIONS SET FORTH HEREIN AT ITS SOLE DISCRETION.

WE ALSO HEREBY RESERVE A BLANKET NO-BUILD EASEMENT OVER ALL OF LOT E AND A 20' NO-BUILD EASEMENT OVER A PORTION OF LOT A, AS SHOWN HEREON, IN ORDER TO ENSURE THE REQUIRED SEPARATION BETWEEN IMPROVEMENTS.

AS OWNER:

HIVE DEVELOPMENT GROUP, LLC, A CALIFORNIA LIMITED LIABILITY COMPANY

BY: _____

BY: MICHAEL GHIEMMETTI

ITS: AUTHORIZED INDIVIDUAL

DATE: 07/01/2014

BENEFICIARY'S STATEMENT

WE CITY NATIONAL BANK, A NATIONAL BANKING ASSOCIATION (TOGETHER WITH ITS SUCCESSORS AND ASSIGNS), AS BENEFICIARY UNDER THOSE CERTAIN DEEDS OF TRUST RECORDED AS DOCUMENT NUMBER 2013178715, DOCUMENT NUMBER 2013178721, DOCUMENT NUMBER 2014049605, AND DOCUMENT NUMBER 2014139345, OFFICIAL RECORDS OF ALAMEDA COUNTY, ENCUMBERING THE LAND HEREIN SHOWN, CONSENT TO THE MAKING AND FLING OF THIS MAP.

BY: Deven K. Mayr

BY: Deven K. Mayr

ITS: Senior Vice President

DATE: 7-2-14

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 REQUEST OF HIVE DEVELOPMENT GROUP IN NOVEMBER 2013. I HEREBY STATE THAT ALL THE MONUMENTS ARE OF THE CHARACTER AND OCCUPY THE POSITIONS INDICATED OR THAT THEY WILL BE SET IN THOSE POSITIONS BEFORE NOVEMBER 2015, AND THAT THE MONUMENTS ARE, OR WILL BE, SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED, AND THAT THIS FINAL MAP SUBSTANTIALLY CONFORMS TO THE APPROVED OR CONDITIONALLY APPROVED TENTATIVE MAP.

Alex Calder
ALEX CALDER, LLS 8863



7-1-2014
DATE

CITY SURVEYOR'S STATEMENT

I, GILBERT E. HAYES, CITY SURVEYOR, HAVING BEEN AUTHORIZED TO PERFORM THE FUNCTIONS OF THE CITY SURVEYOR OF THE CITY OF OAKLAND, COUNTY OF ALAMEDA, STATE OF CALIFORNIA, DO HEREBY CERTIFY THAT I HAVE EXAMINED THE HEREIN EMBODIED FINAL MAP ENTITLED "TRACT MAP NO. 8138, CITY OF OAKLAND, COUNTY OF ALAMEDA, STATE OF CALIFORNIA", I AM SATISFIED THAT THIS FINAL MAP IS TECHNICALLY CORRECT.

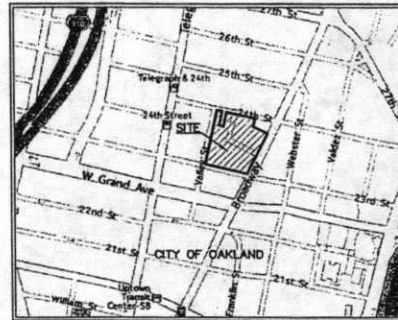
IT WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND THIS _____

DAY OF _____, 2014.

GILBERT HAYES, PLS 4700
CITY SURVEYOR, CITY OF OAKLAND



DATE



VICINITY MAP
N.T.S.

CITY CLERK'S STATEMENT

STATE OF CALIFORNIA
COUNTY OF ALAMEDA

I, LATONDA D. SIMMONS, CITY CLERK AND CLERK OF THE CITY COUNCIL OF THE CITY OF OAKLAND, STATE OF CALIFORNIA, DO HEREBY CERTIFY THAT THE HEREIN EMBODIED MAP ENTITLED "TRACT MAP NO. 8138" WAS PRESENTED TO THE COUNCIL OF THE CITY OF

OAKLAND AT A REGULAR MEETING HELD ON THE _____ OF _____, 2014 AND

THAT SAID COUNCIL DID THEREUPON BY RESOLUTION NO. _____ APPROVE SAID MAP.

I HEREBY ACCEPT ON BEHALF OF THE CITY OF OAKLAND THE BLANKET NO BUILD EASEMENT OVER LOT E AND THE 20' NO BUILD EASEMENT ON LOT A. I ALSO HEREBY ACCEPT ON BEHALF OF THE CITY OF OAKLAND THE E.V.A.E. (EMERGENCY VEHICLE ACCESS EASEMENT) AS HEREIN DEDICATED IN ACCORDANCE WITH SECTION 16.24.130 OF THE OAKLAND MUNICIPAL CODE.

I FURTHER CERTIFY THAT ALL BONDS AS REQUIRED BY LAW TO ACCOMPANY THE WITHIN MAP HAVE BEEN APPROVED BY THE CITY COUNCIL OF OAKLAND AND FILED IN MY OFFICE.

IN WITNESS WHEREOF I HAVE HEREUNTO SET MY HAND THIS _____ DAY OF _____, 2014.

LATONDA D. SIMMONS
CITY CLERK AND CLERK OF THE CITY COUNCIL, CITY OF OAKLAND, COUNTY OF ALAMEDA, STATE OF CALIFORNIA

CLERK OF THE BOARD OF SUPERVISORS STATEMENT

STATE OF CALIFORNIA
COUNTY OF ALAMEDA

I, CHERYL PERKINS, ASSISTANT CLERK OF THE BOARD OF SUPERVISORS FOR THE COUNTY OF ALAMEDA, STATE OF CALIFORNIA, DO HEREBY STATE, AS CHECK BELOW, THAT:

- () AN APPROVED BOND HAS BEEN FILED WITH THE SUPERVISORS OF SAID COUNTY AND STATE IN THE AMOUNT OF \$ _____ CONDITIONED FOR THE PAYMENT OF ALL TAXES AND SPECIAL ASSESSMENTS COLLECTED AS TAXES, APPROVED BY SAID LOCAL BOARD IN SAID AMOUNT.
- () ALL TAXES AND SPECIAL ASSESSMENTS COLLECTED AS TAXES HAVE BEEN PAID AS CERTIFIED BY THE TREASURER-TAX COLLECTOR OF THE COUNTY OF ALAMEDA.

IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND THIS _____ DAY OF _____, 2014.

ANIK CAMPBELL-BELTON
CLERK OF THE BOARD OF SUPERVISORS
COUNTY OF ALAMEDA, STATE OF CALIFORNIA

BY: _____
DEPUTY COUNTY CLERK

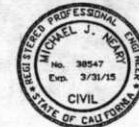
CITY ENGINEER'S STATEMENT

I, MICHAEL J. NEARY, CITY ENGINEER, HAVING BEEN AUTHORIZED TO PERFORM THE FUNCTION OF THE CITY ENGINEER OF THE CITY OF OAKLAND, ALAMEDA COUNTY, CALIFORNIA, DO HEREBY CERTIFY THAT I HAVE EXAMINED THE HEREON EMBODIED FINAL MAP OF "TRACT MAP NO. 8138, CITY OF OAKLAND, COUNTY OF ALAMEDA, STATE OF CALIFORNIA"; THAT THE SUBDIVISION SHOWN UPON SAID FINAL MAP IS SUBSTANTIALLY THE SAME AS THAT APPEARING ON THE TENTATIVE MAP AND ANY APPROVED ALTERATIONS THEREOF; THAT SAID FINAL MAP OF "TRACT MAP NO. 8138" COMPLIES WITH ALL PROVISIONS OF THE SUBDIVISION MAP ACT OF THE GOVERNMENT CODE AND THE LOCAL ORDINANCES APPLICABLE AT THE TIME OF THE TENTATIVE FINAL MAP.

IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND THIS _____

DAY OF _____, 2014.

MICHAEL J. NEARY, RCE No. 38547
CITY ENGINEER
CITY OF OAKLAND, ALAMEDA COUNTY
STATE OF CALIFORNIA
LICENSE EXPIRES 03/31/2015



DATE

SECRETARY OF PLANNING COMMISSION STATEMENT

THIS MAP IS BASED ON A TENTATIVE TRACT MAP NO. 8138 APPROVED BY THE CITY PLANNING COMMISSION OF THE CITY OF OAKLAND AT THEIR MEETING ON _____ AND WHEN RECORDED THIS MAP BECOMES DATED THIS _____ DAY OF _____, 2014.

SCOTT MILLER
SECRETARY OF THE CITY PLANNING COMMISSION OF THE CITY OF OAKLAND, CALIFORNIA

RECORDER'S STATEMENT

FILED THIS _____ DAY OF _____, 2014, AT _____ M,
IN BOOK _____ OF _____ AT PAGES _____

AT THE REQUEST OF HIVE DEVELOPMENT GROUP, LLC.

PATRICK O'CONNELL
COUNTY RECORDER
BY: _____
DEPUTY COUNTY RECORDER

FEE _____ SERIES # _____

SHEET INDEX

SHEET 1	TITLE SHEET
SHEET 2	ACKNOWLEDGEMENTS
SHEET 3	BOUNDARY & EXISTING EASEMENTS
SHEET 4	BOUNDARY & PROPOSED EASEMENTS

TRACT MAP NO. 8138

FOR A MAXIMUM OF 105 CONDOMINIUM UNITS

BEING A RE-SUBDIVISION OF LOTS 1 & 3 DESCRIBED IN DN 2013-156650, NEW LOT 2 & NEW LOT 4 DESCRIBED IN DN 2014-045516, AND "PARCEL B" OF THE LANDS DESCRIBED IN DN 2013-106468, OFFICIAL RECORDS OF ALAMEDA COUNTY.

CITY OF OAKLAND ALAMEDA COUNTY CALIFORNIA

JUNE 2014



BKF ENGINEERS
255 SHORELINE DRIVE, SUITE 200
REDWOOD CITY, CA 94065
(650) 482-6300

OWNER'S ACKNOWLEDGMENT
STATE OF CALIFORNIA

COUNTY OF ALAMEDA

ON July 1 2014, BEFORE ME, Kathy Kimura-Barnes, A NOTARY PUBLIC,

PERSONALLY APPEARED, MICHAEL GHIEMETTI, WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME IN HIS AUTHORIZED CAPACITY, AND THAT BY HIS SIGNATURE ON THE INSTRUMENT THE PERSON, OR THE ENTITY UPON BEHALF OF WHICH THE PERSON 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:

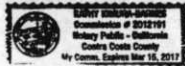
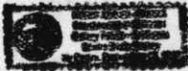
NOTARY'S SIGNATURE: Kathy Kimura-Barnes

PRINTED NAME: Kathy Kimura-Barnes

PRINCIPAL PLACE OF BUSINESS: Oakland

COMMISSION No.: 2012191

COMMISSION EXPIRATION DATE: March 15, 2017



BENEFICIARY'S ACKNOWLEDGMENT

STATE OF Alameda California
COUNTY OF Alameda

ON July 2 2014, BEFORE ME, Cindy A LaRose, A NOTARY PUBLIC,

PERSONALLY APPEARED Deven Mays
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/HEY EXECUTED THE SAME IN HIS/HER/THEIR AUTHORIZED CAPACITY(IES), AND THAT BY HIS/HER/THEIR SIGNATURE(S) ON THE INSTRUMENT THE PERSON(S), OR THE ENTITY UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT.

I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE FOREGOING PARAGRAPH IS TRUE AND CORRECT.

WITNESS MY HAND:

NOTARY'S SIGNATURE: Cindy A LaRose

PRINTED NAME: Cindy A LaRose

PRINCIPAL PLACE OF BUSINESS: Oakland

COMMISSION No.: 1956909

COMMISSION EXPIRATION DATE: October 16, 2015



SHEET INDEX

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TRACT MAP NO. 8138

FOR A MAXIMUM OF 105 CONDOMINIUM UNITS

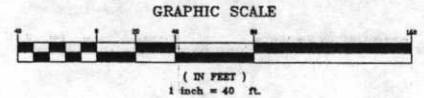
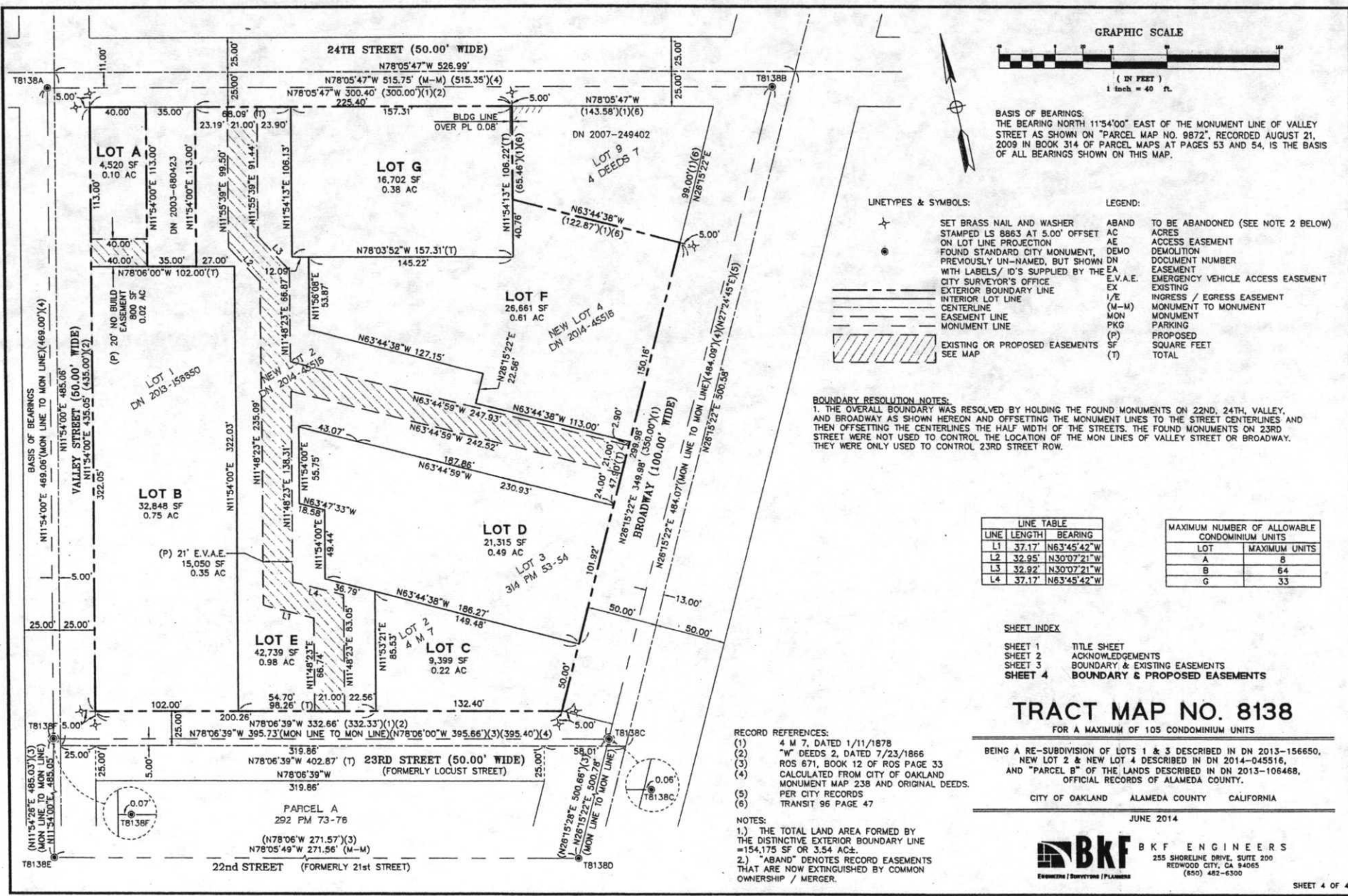
BEING A RE-SUBDIVISION OF LOTS 1 & 3 DESCRIBED IN DN 2013-156650,
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OFFICIAL RECORDS OF ALAMEDA COUNTY.

CITY OF OAKLAND ALAMEDA COUNTY CALIFORNIA

JUNE 2014



BKF ENGINEERS
255 SHORELINE DRIVE, SUITE 200
REDWOOD CITY, CA 94065
(650) 482-6300



BASIS OF BEARINGS:
THE BEARING NORTH 11°54'00" EAST OF THE MONUMENT LINE OF VALLEY STREET AS SHOWN ON "PARCEL MAP NO. 9872", RECORDED AUGUST 21, 2009 IN BOOK 314 OF PARCEL MAPS AT PAGES 53 AND 54, IS THE BASIS OF ALL BEARINGS SHOWN ON THIS MAP.

- LINETYPES & SYMBOLS:**
- SET BRASS NAIL AND WASHER
 - STAMPED LS 8863 AT 5.00' OFFSET ON LOT LINE PROJECTION
 - FOUND STANDARD CITY MONUMENT, PREVIOUSLY UN-NAMED, BUT SHOWN WITH LABELS/ID'S SUPPLIED BY THE CITY SURVEYOR'S OFFICE
 - EXTERIOR BOUNDARY LINE
 - INTERIOR LOT LINE
 - EASEMENT LINE
 - MONUMENT LINE
 - EXISTING OR PROPOSED EASEMENTS
 - SEE MAP
- LEGEND:**
- ABAND AC TO BE ABANDONED (SEE NOTE 2 BELOW)
 - AE ACRES
 - AE ACCESS EASEMENT
 - DEMO DEMOLITION
 - DN DOCUMENT NUMBER
 - EA EASEMENT
 - E.V.A.E. EMERGENCY VEHICLE ACCESS EASEMENT
 - EX EXISTING
 - I/E INGRESS / EGRESS EASEMENT
 - (M-M) MONUMENT TO MONUMENT
 - MON MONUMENT
 - PKG PROPOSED
 - SF SQUARE FEET
 - (T) TOTAL

BOUNDARY RESOLUTION NOTES:
1. THE OVERALL BOUNDARY WAS RESOLVED BY HOLDING THE FOUND MONUMENTS ON 22ND, 24TH, VALLEY, AND BROADWAY AS SHOWN HEREON AND OFFSETTING THE MONUMENT LINES TO THE STREET CENTERLINES AND THEN OFFSETTING THE CENTERLINES THE HALF WIDTH OF THE STREETS. THE FOUND MONUMENTS ON 23RD STREET WERE NOT USED TO CONTROL THE LOCATION OF THE MON LINES OF VALLEY STREET OR BROADWAY. THEY WERE ONLY USED TO CONTROL 23RD STREET ROW.

LINE TABLE		
LINE	LENGTH	BEARING
L1	37.17'	N63°45'42"W
L2	32.95'	N30°07'21"W
L3	32.92'	N30°07'21"W
L4	37.17'	N63°45'42"W

MAXIMUM NUMBER OF ALLOWABLE CONDOMINIUM UNITS	
LOT	MAXIMUM UNITS
A	8
B	64
G	33

- SHEET INDEX**
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TRACT MAP NO. 8138
FOR A MAXIMUM OF 105 CONDOMINIUM UNITS

BEING A RE-SUBDIVISION OF LOTS 1 & 3 DESCRIBED IN DN 2013-156650, NEW LOT 2 & NEW LOT 4 DESCRIBED IN DN 2014-045516, AND "PARCEL B" OF THE LANDS DESCRIBED IN DN 2013-106468, OFFICIAL RECORDS OF ALAMEDA COUNTY.

CITY OF OAKLAND ALAMEDA COUNTY CALIFORNIA
JUNE 2014

BKF BKF ENGINEERS
255 SHORELINE DRIVE, SUITE 200
REDWOOD CITY, CA 94065
(650) 482-6300

- RECORD REFERENCES:**
- 4 M 7, DATED 1/11/1878
 - "W" DEEDS 2, DATED 7/23/1866
 - ROS 671, BOOK 12 OF ROS PAGE 33
 - CALCULATED FROM CITY OF OAKLAND MONUMENT MAP 238 AND ORIGINAL DEEDS.
 - PER CITY RECORDS
 - TRANSIT 96 PAGE 47

- NOTES:**
- THE TOTAL LAND AREA FORMED BY THE DISTINCTIVE EXTERIOR BOUNDARY LINE = 154,175 SF OR 3.54 AC±.
 - "ABAND" DENOTES RECORD EASEMENTS THAT ARE NOW EXTINGUISHED BY COMMON OWNERSHIP / MERGER.

EXHIBIT B SCHEMATIC OF TRACT MAP NO. 8138

ASSESSOR'S MAP 8

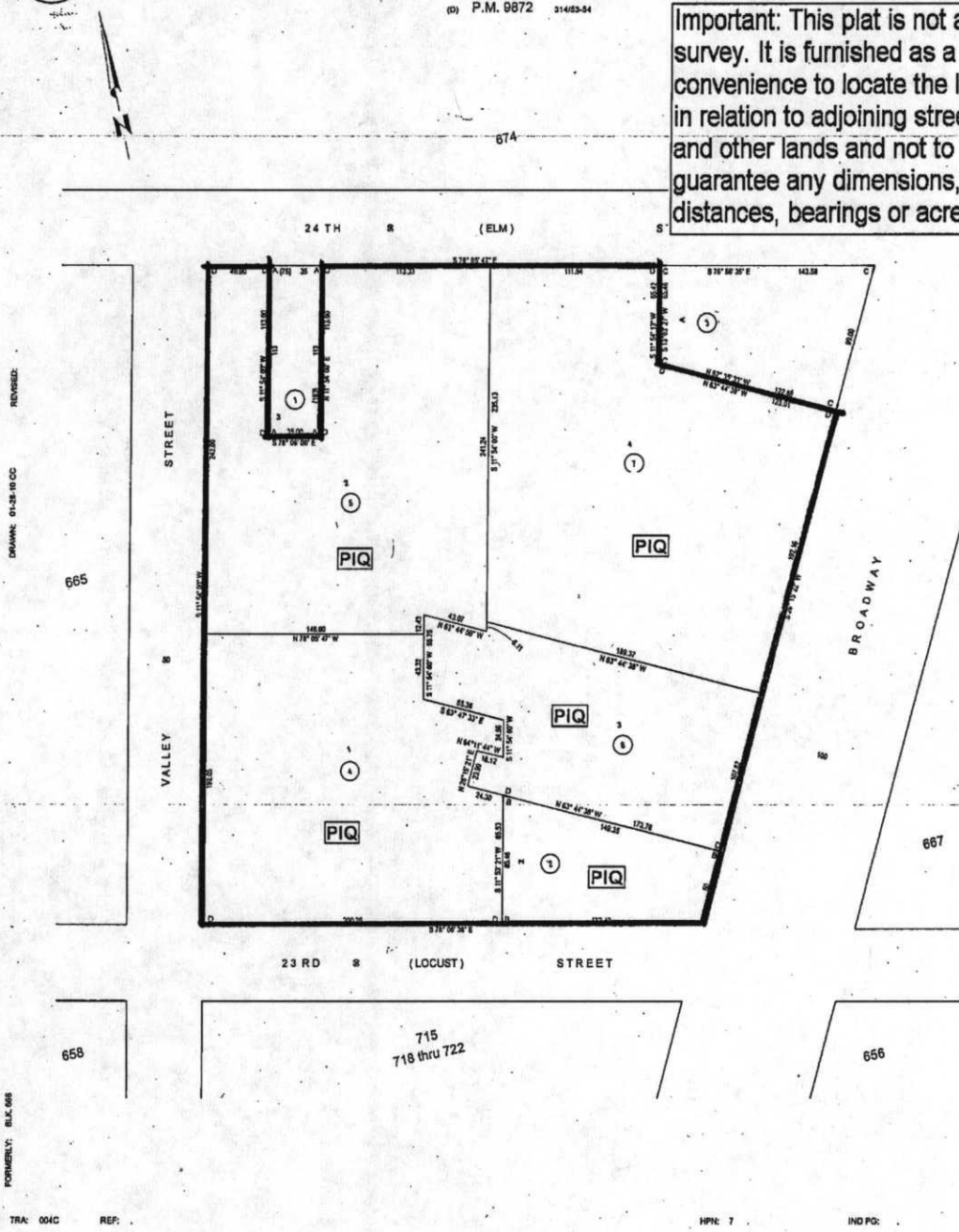
Code Area Nos. 17-022

739

SCALE: 1" = 50'

- (A) MAP of the PACIFIC HOMESTEAD Liber W of Deeds, Page 2
- (B) LOCUST, BROADWAY & ELM STREET TRACT 47
- (C) P.M. 8832 30928-27
- (D) P.M. 9872 31453-54

Important: This plat is not a survey. It is furnished as a convenience to locate the land in relation to adjoining streets and other lands and not to guarantee any dimensions, distances, bearings or acreage.



DRAWN: 01-28-10 CC

FORMERLY: B.L.K. 666

TRA: 004C REF:

HPIC: 7 IND PG:

This document is exempt from payment of a recording fee pursuant to California Government Code section 27383.

EXHIBIT D

RECORDING REQUESTED BY AND WHEN RECORDED MAIL TO:

City of Oakland
Planning and Building Dept.
Dalziel Administration Building
250 Ogawa Plaza - 2nd Floor
Oakland, CA 94612
Attn: City Engineer

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

APPROVED FOR FORM AND LEGALITY

CITY ATTORNEY

SUBDIVISION IMPROVEMENT AGREEMENT

The Hive Project, Broadway/23rd Street/Valley Street/24th Street

Final Map No. 8138

This Subdivision Improvement Agreement ("Agreement") is entered into this ____ day of _____, 2014 ("Effective Date"), by and between The Hive Development Group, a California limited liability company, and its successors or assigns, affiliated companies or corporations, parent companies or corporations, or partners ("DEVELOPER"), and the City of Oakland, a California municipal corporation ("CITY") (collectively called "Parties"), with regard to the following facts and circumstances.

RECITALS

- A. The DEVELOPER is the owner in fee title and subdivider of five (5) parcels comprising the approved Vesting Tentative Tract Map No. 8138 ("VTTM 8138") for The Hive project ("Project") in the City of Oakland, State of California, identified by the Alameda County Assessor as parcel numbers: 008-0739-002, 008-0739-004, 008-0739-005, 008-0739-006, 008-0739-007.
- B. The DEVELOPER has presented a Final Map to the City, which is identified in the Alameda County Clerk-Recorder as Tract No. 8138, that proposes a subdivision of the five parcels into seven (7) developable lots, identified as Lots A through G ("Final Map").
- C. As a condition precedent to the City's approval of the Final Map, the CITY requires construction of public infrastructure improvements off-site on CITY rights-of-way that customarily include, but are not limited to, 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 ("Public Infrastructure Improvements").

- D. The DEVELOPER has 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 permit number PX1300111 and included in *Exhibit A*, attached hereto and incorporated herein.
- E. Construction of the required Public Infrastructure Improvements, however, has not commenced nor has it been accepted by the CITY. Consequently and in consideration of the CITY's approval of the proposed Final Map and acceptance of the permanent maintenance of the required Public Infrastructure Improvements, the parties desire to establish this Agreement binding the DEVELOPER to complete the required Public Infrastructure Improvements shown in *Exhibit A* pursuant to the terms and conditions set forth herein.

AGREEMENT

NOW, THEREFORE, for good and valuable consideration, the adequacy and sufficiency of which is hereby acknowledged, the CITY and the DEVELOPER agree as follows:

1. Approval of the Final Map for Tract No. 8138

Approval of the Final Map for Tract No. 8138 by the CITY shall be conditioned upon recordation of this Agreement with the Alameda County Recorder, as well as 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 Public Infrastructure Improvements in strict accordance with all permits, specifications, plans and applicable CITY standards and performance criteria as specified in *Exhibit A* and set forth below in Section 3, Special Conditions.

3. Special Conditions

The DEVELOPER shall comply with the special conditions as follows:

- A. The Public Infrastructure Improvements shall conform to 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 the 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 years.
- C. Hours, days, and months of operation and control of public nuisance conditions for the construction of the required Public Infrastructure Improvements shall conform to the requirements of all CITY Conditions of Approval for the Project and the Oakland Municipal Code, including section 15.04.780 and subsections 3304.6 and 3304.11. All construction activities shall be performed in accordance with the Standard Conditions of Approval and Mitigation Monitoring and Reporting Program ("SCAMMRP") approved by the City Planning Commission on August 28, 2013.

- D. Performance standards for the construction of the 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. Construction of the Public Infrastructure Improvements shown in *Exhibit A* shall be completed by the DEVELOPER within two (2) years of the Effective Date of this Agreement, except those required improvements for which another completion date is stated in *Exhibit A* or set forth above in Section 3, Special Conditions. Construction shall not be deemed complete until an unconditional Certificate of Completion has been issued by the City Engineer.
- B. The City Engineer may extend the time for completion of the required Public Infrastructure Improvements upon demonstration of good cause. The City Engineer shall be the sole and final judge as to whether or not good cause has been shown to entitle the DEVELOPER to an extension under this Section 4B.
- C. 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.
- D. In the event that an extension is granted, DEVELOPER agrees to promptly extend the term of all surety bonds securing its performance under this Agreement, and/or provide additional bonds or other surety acceptable to the CITY. 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 to secure DEVELOPER's performance, the extension shall be void.

5. Acceptance and Ownership of Public Infrastructure Improvements

Upon final acceptance of completed Public Infrastructure Improvements (permit PX1300111) and CITY's approval of an unconditional issuance of a Certificate of Completion, all improvements required by this Agreement shall become the sole property of the CITY. The CITY will accept the permanent maintenance of these improvements subject to Sections 7, Maintenance of Public Infrastructure Improvements, and 8, Guarantee of Workmanship and Warranty of Equipment, Materials, and Expertise.

6. Responsibility for 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 date of final acceptance of completed Public Infrastructure Improvements (permit PX1300111), 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 *Exhibit A* and set forth above in Section 3, Special Conditions. 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 *Exhibit A* and set forth above in Section 3, Special Conditions.

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 required Public Infrastructure 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 the 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, the DEVELOPER, as the subdivider, consents to the reversion to acreage of the land which is the subject of this Agreement pursuant to Government Code section 66499.16 and to bear all applicable costs.

12. 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 **\$155,640.00**, which is the full amount (one-hundred percent) of the City Engineer's total estimated cost for constructing the required 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 **\$77,820.00**, which is one-half (fifty percent) of the full amount of the City Engineer's total estimated cost for constructing the required 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.

The Faithful Performance Bond and the Labor and Materials 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 Public Infrastructure Improvements (permit PX1300111), the following security shall be presented:

Maintenance Bond in a face amount not less than **\$38,910.00**, which is one-quarter (twenty-five percent) of the full amount of the City Engineer's total estimated cost for constructing the required Public Infrastructure Improvements, to secure faithful performance of Section 7, Maintenance of Public Infrastructure Improvements, and Section 8, Guarantee of Workmanship and Warranty of Equipment, Materials, and Expertise, above. This Maintenance Bond shall remain in effect for not less than one year 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, Security, alternative securities may be substituted by the DEVELOPER in a form provided by Government Code Section 66499.3 and subject to review and approval by the City Attorney.

14. Defense, Indemnity and Hold Harmless

To the maximum extent permitted by law, the DEVELOPER shall 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, losses (direct or indirect), 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 Public Infrastructure Improvements, except for injuries and damages directly caused by the sole gross negligence of the CITY and its officers, officials, employees, representatives, agents, or volunteers. 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.

DEVELOPER waives all claims and recourse against the CITY, including, without limitation, 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 directly from the sole gross negligence of the CITY and its officers, officials, employees, representatives, agents or volunteers.

This Defense, Indemnity and Hold Harmless section shall survive the termination of this Agreement.

15. Insurance Required

The DEVELOPER shall procure and maintain for the duration of the Agreement sufficient insurance 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 his 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) 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 and its officers, officials, employees, representatives, agents and volunteers are to 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 and its officers, officials, employees, representatives, agents, and volunteers.
- 2) The DEVELOPER's insurance coverage 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 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 coverage provided to the CITY and its officers, officials, employees, representatives, 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 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 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

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 (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 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. 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

The DEVELOPER shall include all subcontractors as insured under its policies or shall furnish separate certificates and endorsements 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 attorneys' 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 Final Map No. 8138, which land is expressly agreed to benefit from the privileges granted to the DEVELOPER under this Agreement, and binds the beneficiaries, heirs, assigns, and successors in interest of the DEVELOPER.

18. Attachments

The following documents are incorporated into this Agreement by reference:

CITY permits:	Public Infrastructure	PX1300111
	Planning	REV 13004 to PUD03552, PUDF03553, TTM8318, ER030022
	Creek Protection	N/A
	Building	
	Grading	GR_____
	Encroachment	
	P-Job Agreement	

Resolutions: ____ CMS

Subdivision: Final Map No. 8138 City Engineer's Estimate of Cost: \$155,640.00

Insurer: _____ Surety: _____

19. Constructive Notice

This Agreement shall be filed for recordation in the Official Records of Alameda County.

20. Effective Date

This Agreement shall be effective on the Effective Date.

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the DEVELOPER 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 acknowledgments.

SUBDIVIDER

CITY OF OAKLAND



THE HIVE DEVELOPMENT GROUP,
A CALIFORNIA LIMITED LIABILITY COMPANY

HENRY L. GARDNER
INTERIM CITY ADMINISTRATOR

ACKNOWLEDGMENT

State of California
County of Alameda

On June 27, 2014 before me, Cindy A LaRose
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.

Signature Cindy A LaRose (Seal)

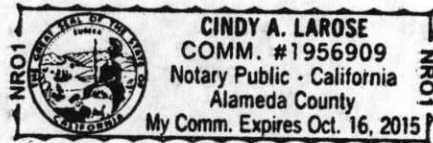


EXHIBIT A

Public Infrastructure Improvement Permit PX1300111

DATE: 04/20/2011 10:45 AM
 PROJECT: 1300111
 DRAWING: 1300111-01

THE HIVE
OFF-SITE IMPROVEMENT PLANS PHASE 2
 CITY OF OAKLAND, ALAMEDA COUNTY, CALIFORNIA
 PX1300111



- GENERAL NOTES**
1. THESE PLANS, SPECIFICATIONS, AND NOTES SHALL BE READ IN CONJUNCTION WITH THE PERMITTING AGENCIES' REQUIREMENTS AND THE CITY OF OAKLAND'S STANDARD SPECIFICATIONS FOR PUBLIC WORKS.
 2. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE CITY OF OAKLAND AND THE STATE OF CALIFORNIA.
 3. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE CITY OF OAKLAND AND THE STATE OF CALIFORNIA.
 4. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE CITY OF OAKLAND AND THE STATE OF CALIFORNIA.
 5. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE CITY OF OAKLAND AND THE STATE OF CALIFORNIA.

SHEET INDEX

NO.	DESCRIPTION
0010	GENERAL NOTES
0011	PERMITS AND APPROVALS
0012	EXISTING SITE CONDITIONS AND EXISTING UTILITIES
0013	PROPOSED SITE CONDITIONS AND EXISTING UTILITIES
0014	PROPOSED SITE CONDITIONS AND EXISTING UTILITIES
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0100	PROPOSED SITE CONDITIONS AND EXISTING UTILITIES

ENGINEER'S STATEMENT

I, the undersigned, being a duly Licensed Professional Engineer in the State of California, do hereby certify that the above described plans have been prepared by me or under my direct supervision and that I am a duly Licensed Professional Engineer in the State of California.

DATE: _____

BY: _____

NO.	DATE	BY	REVISION
1	04/20/2011	OS10	AS BUILT

THE HIVE - TRACT 8138
 OFF-SITE IMPROVEMENT PLANS PHASE 2 - PX1300111.
 TITLE SHEET
 CITY OF OAKLAND ALAMEDA COUNTY CALIFORNIA

BKF
 ENGINEERS
 1000 BAY STREET, SUITE 200
 OAKLAND, CALIFORNIA 94612
 (415) 778-8888
 (415) 778-8889
 (415) 778-8890
 (415) 778-8891
 (415) 778-8892
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 (415) 778-8894
 (415) 778-8895
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 (415) 778-8898
 (415) 778-8899

EXHIBIT E

**This document is exempt from payment
of a recording fee pursuant to California
Government Code section 27383.**

RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:

City of Oakland
Planning and Building Dept.
250 Frank H. Ogawa Plaza, 2nd Fl.
Oakland, CA 94612
Attn: CITY ENGINEER

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

DEFERRED IMPROVEMENT AGREEMENT

The Hive Project, Broadway/23rd Street/Valley Street/24th Street

Final Map No. 8138

This Deferred Improvement Agreement ("Agreement"), dated as of _____ ("Agreement Date"), is entered into by and between The Hive Development Group, a California limited liability company ("OWNER"), and the City of Oakland, a California municipal corporation ("CITY") (collectively called "Parties"), with regard to the following facts and circumstances.

RECITALS

- A. OWNER owns certain real property in the City of Oakland, State of California, referred to as Assessor Parcel No(s). 008-0739-002, 008-0739-004, 008-0739-005, 008-0739-006, 008-0739-007, and more specifically described in *Exhibit A*, attached hereto and incorporated herein by reference ("Property").
- B. On July 31, 2013, OWNER submitted an application proposing revisions to the adopted Planned Unit Development for the Property, which revisions included a decrease in residential units, increase in commercial space, new site planning and related changes, and consideration of Addendum #3 to an Environmental Impact Report certified in 2004 ("Project"). The Project also included design review, a conditional use permit for fast food and automotive fee parking, a variance for an unenclosed automotive fee parking facility and for custom manufacturing uses, a tentative tract map, and demolition of a historic structure.
- C. On August 28, 2013, the CITY Planning Commission approved the Project, which includes Tentative Parcel Map application TTM8138 for the Property ("Tentative Parcel Map"), subject to various conditions of approval, including the Standard Conditions of Approval and Mitigation Monitoring and Reporting Program ("SCAMMRP") ("Decision"). The Tentative Parcel Map and Decision are collectively referred to herein as the "Tentative Parcel Map with Approvals."

- D. Mitigation Measures TRANS-1, TRANS-2, and TRANS-5, adopted by CITY as part of the SCAMMRP, requires that OWNER conduct a traffic analysis analyzing the intersections at 24th Street and Broadway, 23rd Street and Broadway, and Grand Avenue and Broadway at the time of construction and every three years thereafter until 2035 or until the mitigation measure is implemented, whichever occurs first, and further requires that OWNER “[i]mplement approved improvements identified in the [Plans, Specifications, and Estimates] at the time required by the traffic analysis, and with approval by Oakland Public Works Agency.”
- E. The Tentative Parcel Map with Approvals require OWNER to design, construct, and install certain off-site public infrastructure improvements at the locations shown in *Exhibit B*, attached hereto and incorporated herein by reference, and described in *Exhibit C*, attached hereto and incorporated herein by reference (“Improvements”), if required pursuant to a traffic analysis, which must be conducted at the time of construction and every three (3) years thereafter until 2035 or until the Improvements are implemented, whichever comes first, provided that if CITY adopts a Transportation Fee Program prior to implementation of the Improvements, OWNER shall have the option to pay the applicable fee in lieu of implementing the Improvements, as described in the Broadway-West Grand Mixed-Use Project EIR Addendum #3 SCAMMRP (Mitigation Measures TRANS-1, TRANS-2 and TRANS-5). For purposes of this Agreement, the time of construction at which the traffic analysis must initially be conducted shall be the earlier of either (i) the issuance of a permanent Certificate of Occupancy by CITY for the building on Lot B of Final Map 8138, or (ii) December 31, 2015.
- F. CITY has determined that the Improvements are located within CITY’s right of way and therefore the OWNER shall obtain design approval and necessary permits from CITY for such work.
- G. If the Improvements are required pursuant to a traffic analysis and OWNER proceeds with implementation of the Improvements, OWNER is willing to design, finance, construct, install, inspect and bond the Improvements.
- H. The purpose of this Agreement is to guarantee either (i) completion of the Improvements at the time required by the traffic analysis, and with approval by CITY, if the Improvements are required pursuant to a traffic analysis, or (ii) payment of an in lieu fee if CITY adopts a Transportation Fee Program or other fee mechanism covering construction of the Improvements prior to implementation of the Improvements and OWNER opts to pay the applicable fee in lieu of implementing the Improvements, and to ensure satisfactory performance by OWNER of OWNER’s obligations under this Agreement.
- I. The Parties desire to enter into this agreement wherein: (i) OWNER agrees to ensure adequate funding for the design of the Improvements and provide adequate security for the construction, installation and maintenance of the Improvements, as required by Section 12 of this Agreement; (ii) OWNER must comply with the requirements of CITY’s then applicable ordinances and standards of construction; (iii) this Agreement clarifies (a) the rights and remedies available to CITY with respect to the Improvements, consistent with CITY’s exercise of its police power with respect to the Project or the Improvements, (b) that this Agreement shall not constitute or create a lien on the land or improvements comprising the Project, but shall be enforceable as a covenant running with the land against OWNER or any successor of OWNER as provided hereinafter; and (iv) after OWNER completes the Improvements to CITY’s satisfaction, CITY will accept the Improvements pursuant to Section 6 below and OWNER will maintain and guarantee the Improvements pursuant to Sections 7 and 8 below.

AGREEMENT

NOW, THEREFORE, for good and valuable consideration, the sufficiency of which is hereby acknowledged, OWNER and CITY agree as follows:

1. Issuance of Certificates of Occupancy

Issuance of a permanent Certificate of Occupancy by CITY shall be conditioned upon recordation of this Agreement with the Alameda County Recorder, as well as the satisfactory performance of OWNER's obligations specified in this Agreement, as determined by CITY.

2. Construction of Improvements

OWNER shall satisfy all conditions and design, construct, and install all Improvements required hereunder in strict accordance with all permits, specifications, plans and applicable CITY standards and performance criteria as set forth below in Section 3, Special Conditions. This construction obligation shall run with the title to the real property described in *Exhibit A*. Satisfaction of said conditions is deferred in accordance with the provisions of this Agreement.

3. Special Conditions

The OWNER shall comply with the special conditions as follows:

- A. Improvements within CITY right-of-way shall conform to 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, as such may be amended and in effect at the time of construction of the Improvements.
- B. The time duration for the completion of the Improvements, as set forth in Section 5 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 years
- C. Hours, days, and months of operation and control of public nuisance conditions for the construction of the Improvements shall conform to the requirements of all Conditions of Approval for the Project and the Oakland Municipal Code, including Oakland amendments to the California Building, Electrical, Mechanical, and Plumbing Codes. All construction activities shall be performed in accordance with the SCAMMRP approved by the City Planning Commission on August 28, 2013.
- D. Monitoring of Horizon Year for Improvements. The year by which the Improvements must be completed shall be monitored and established by traffic analysis completed by OWNER's traffic engineers and submitted to CITY, for its review and approval, beginning with the time of construction and every three years thereafter until 2035 or until the mitigation measures are implemented, whichever occurs first.
- 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. Timing of Improvements

- A. OWNER will conduct a traffic analysis at the time of construction, which shall be the earlier of either (i) the issuance of a permanent Certificate of Occupancy by CITY for the building on Lot B of Final Map 8138, or (ii) December 31, 2015, and every three (3) years thereafter until either (i) 2035, or (ii) the Improvements are implemented, whichever occurs first. The traffic analysis will analyze the intersections at 24th Street and Broadway, 23rd Street and Broadway, and Grand Avenue and Broadway to determine whether the Improvements described in *Exhibit C* are required to mitigate the impacts of the Project at each intersection. If the traffic analysis determines that improvements are only required to one of the intersections, a traffic analysis shall continue to be conducted every three (3) years thereafter for the remaining intersection(s) until either (i) 2035, or (ii) the remaining Improvements are implemented, whichever occurs first. OWNER shall provide the traffic analysis to CITY within 10 days of completion.
- B. If the results of the traffic analysis determine that all or any portion of the Improvements are required, CITY shall notify OWNER in writing of the same and OWNER shall commence the design and construction of the applicable Improvements pursuant to Sections 4(C) and 5(A) below within 30 calendar days after OWNER's receipt of CITY's notice.
- C. Prior to the start of construction of the Improvements, OWNER shall submit to CITY detailed Plans, Specifications, and Estimates (PS&E) for the Improvements prepared by a civil engineer licensed in the State of California necessary to satisfy the conditions set forth in the SCAMMRP. Such plans and specifications shall be completed and submitted to CITY for its review no later than 180 days after OWNER's receipt of notification from CITY to begin construction as set forth in Section 4.B, above. Said PS&E shall be subject to the approval of CITY. After approval of the PS&E, OWNER shall commence construction in accordance with the directions of CITY. At the time PS&E are submitted to CITY, OWNER shall pay all required inspection fees then in effect and pay all deposits required to cover CITY costs in reviewing and checking OWNER's PS&E and administering the design and construction of the Improvements. OWNER shall be responsible for paying all costs incurred by CITY in reviewing the PS&E, conducting peer reviews (including geotechnical peer reviews), administering the design and construction of the Improvements and inspecting the Improvements, all in accordance with the Master Fee Schedule then in effect. CITY shall be responsible for review and approval of the PS&E and any revisions as well as for inspection of the Improvements, which shall depend on the nature of the PS&E submitted. However, CITY has not and will not make an independent investigation of the job site, soils conditions and other conditions which might affect the design and construction of any Improvements to be made to satisfy the conditions. It is the responsibility of OWNER to design and construct all required Improvements in such a manner as to ensure reasonable accomplishment of their purposes and satisfaction of the conditions. In the event that job conditions require changes in the approved PS&E, a request for such deviation must be submitted in writing by OWNER along with checking and inspection costs for prior approval by CITY; no deviation will be allowed without such approval.

5. Completion of Improvements

- A. OWNER shall, in accordance with the approved PS&E, including all details and notes shown thereon, promptly commence the required Improvements and shall thereafter use all reasonable diligence to complete or cause to be completed the construction of required Improvements to the satisfaction of CITY within one (1) year after commencement of construction, subject, however, to delays caused by force majeure or other conditions outside OWNER's reasonable control. Construction shall not be deemed complete until an unconditional Certificate of Completion has been issued by the City Engineer.
- B. The City Engineer may extend the time for completion of the Improvements upon demonstration of good cause. The City Engineer shall be the sole and final judge as to whether or not good cause has been shown to entitle OWNER to an extension under this Section 5.B.
- C. An extension may be granted without notice to OWNER's surety, and extensions so granted shall not relieve the surety's liability on any of the bonds required by this Agreement.
- D. Renewal and Extension of Bonds. In the event that an extension is granted, OWNER agrees to promptly extend the term of all surety bonds securing its performance under this Agreement, and/or provide additional or renewed bonds or other security acceptable to CITY. All such bonds and/or other surety are subject to review and approval by CITY, and if no bonds or other surety acceptable to CITY are provided to secure OWNER performance, the extension shall be void.
- E. Force Majeure (Enforced Delay). OWNER shall perform all of its obligations within the periods of time required by this Agreement; provided, however, that said periods shall be extended for a period or periods of time as may be necessary, but in no event shall such extension be less than one day for each day of delay due to war, terrorist acts, insurrection, strikes or other labor disturbances, walk-outs, riots, floods, earthquakes, fires, casualties, or acts of God; restrictions or delays imposed or mandated by Governmental Agencies; or any moratorium imposed or mandated by Governmental Agencies or CITY; refusal, unreasonable delay or failure of governmental authorities or applicable utility companies to grant or approve necessary easements, permits and approvals for the construction of the Improvements required; acts of one Party, or failure of such Party to act when action is required, which to the extent in and of itself prevents or precludes compliance by the other Party with any material provision of this Agreement; and/or neglect of one Party which to the extent in and of itself prevents or precludes compliance by the other Party with any material provision of this Agreement.

However, in the event of the occurrence of any such Enforced Delay listed above, the Delayed Party must notify the other party in writing of the cause or causes of such Enforced Delay within fifteen (15) days after the beginning of such Enforced Delay to request an extension for the reasonably estimated period of the Enforced Delay.

Force Majeure does **not** include delays that are within the reasonable control of the Party whose performance is to be excused, delays associated with economic or market conditions, or delays related to financial inability (except as expressly provided above) or insolvency of a Party.

- F. Liquidated Damages. If performance of certain specific obligations listed below ("Liquidated Damages Obligations") is delayed beyond the time specified in this Agreement, and the delay is not excused under Section 5.E. of this Agreement, then OWNER shall pay to CITY the sum of \$1,000.00 per day for each calendar day during which performance is delayed beyond the time specified for completion.

OWNER recognizes that time is of the essence in the performance of this Agreement and that CITY and its citizens will suffer financial and other losses that would be impractical or extremely difficult to estimate due to a delay in the performance of the Liquidated Damages Obligations.

Accordingly, CITY and OWNER agree that OWNER shall pay CITY the following liquidated damages measures as set forth above.

These measures of liquidated damages shall apply cumulatively and shall be presumed to be the damages suffered by CITY resulting from the failure to perform the Liquidated Damages Obligations.

Failure to timely and adequately complete the following obligations shall give rise to liquidated damages for failure to perform:

Section 3.D – Monitoring of Horizon Year for Improvements

Section 5.A – Completion of Improvements

Section 7 – Maintenance of Improvements

Sections 12 and 13 – Security; Bond Renewal and Adjustments to Bond Amounts and Alternative Security

Section 15 – Insurance Required

6. Ownership of Improvements

Upon final approval of the Improvement permit(s) and unconditional issuance of a Certificate of Completion for the respective Improvements, all Improvements required by this Agreement shall become the sole property of CITY. CITY will accept the permanent maintenance of these Improvements subject to Sections 7, Maintenance of Improvements, and 8, Guarantee of Workmanship and Warranty of Equipment, Materials, and Expertise. A computer aided copy (CAD) of as built plans shall be delivered to CITY, as well as the signal timing data sheets, no later than ten (10) days after issuance of the Certificate of Completion.

7. Maintenance of Improvements

Until one (1) year has elapsed following unconditional issuance of a Certificate of Completion, OWNER 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 and reimburse CITY for its costs and expenses associated with such.

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

Until one (1) year has elapsed following the date of final acceptance of completed Improvements, OWNER warrants that the required Improvements, including the equipment and materials provided for the Improvements, are and will be free from defects and guarantee 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 set forth above in Section 3, Special Conditions. OWNER further warrants that its design professionals

are competent, that its analyses are adequate, and that its designs will meet or exceed the applicable CITY standards and performance criteria as set forth above in Section 3, Special Conditions.

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, OWNER shall make changes at OWNER's sole expense necessary to assure conformance with said standards and criteria and reimburse CITY for its costs and expenses associated with such.

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 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 OWNER of its obligation to fulfill this Agreement as prescribed herein; nor shall CITY be thereby estopped from bringing any action for damages arising from the failure of OWNER to comply with any of the requirements and conditions of this Agreement, or taking other actions under its police power, including enforcing the Project's conditions of approval, which include the SCAMMRP.

10. Payment of Fees and Penalties and Accrued Interest

Prior to issuance of the Certificate of Completion and prior to acceptance by CITY of the Improvements for permanent maintenance, OWNER shall pay all fees and penalties and accrued interest to CITY that remain unpaid. Interest on amounts owed to CITY shall accrue at the rates set forth in its Master Fee Schedule from the 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. Retention of Police Powers

The Parties agree that this Agreement is consistent with CITY's exercise of its police powers, including without limitation, enforcing the Project's conditions of approval, including the SCAMMRP. \

12. Security; Bond Renewal and Adjustments to Bond Amounts

OWNER shall present to 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. Prior to the earlier of either: (i) the issuance of a permanent Certificate of Occupancy by CITY for the building on Lot B of Final Map 8138, (ii) the commencement of construction of the Improvements, or (iii) December 31, 2015, the following securities shall be presented to CITY:
 - 1) **Faithful Performance Bond** in a face amount not less than **\$950,000**, which is the full amount (one-hundred percent) of the itemized estimate of the total current cost to construct the Improvements as described in *Exhibit C*, which cost estimate is provided in *Exhibit D*, attached hereto and incorporated herein, to secure timely completion of the design and construction of the Improvements by OWNER; and
 - 2) **Labor and Materials Bond** in a face amount not less than **\$475,000**, which is one-half of the full amount (fifty percent) of the total estimated cost for constructing the

Improvements, to secure payment by OWNER to their contractor, subcontractors, laborers and material men 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.

- 3) The Faithful Performance Bond and the Labor and Materials 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 Improvements.
- B. 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 and expert witness fees, incurred by CITY in successfully enforcing said obligations and shall be in addition to the face amount of each bond.
 - C. Prior to issuance of the Certificate of Completion of the required Improvements, OWNER shall present to CITY a Maintenance Bond, acceptable to CITY, in a face amount not less than **\$237,500**, which is one-quarter (twenty-five percent) of the full amount of the total estimated cost for constructing the Improvements, to secure faithful performance of Section 7, Maintenance of Improvements, and Section 8, Guarantee of Workmanship and Warrantee of Equipment, Materials, and Expertise, above. This Maintenance Bond shall remain in effect for not less than one year after the date of the unconditional issuance of the Certificate of Completion of the required Improvements.
 - 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.

If any original or renewal bond delivered pursuant to this paragraph 12 will expire by its terms prior to the completion of the Improvements or expiration of this Agreement, then, at least 30 calendar days prior to the expiration of such bond, OWNER shall provide CITY with a renewal bond that is (i) issued on the same terms as the prior bond, (ii) has a term for a period of one year or more, and (iii) with the face amount of each renewal bond increased or decreased annually on each anniversary of the execution of this Agreement by an amount equal to the increase or decrease, if any, during the immediately preceding year in the Consumer Price Index for all Urban Earners and Clerical Workers, San Francisco-Oakland-San Jose Subgroup A, "All Items" (1982-84-1000).

13. Alternative Security

In lieu of the original or renewal bonds required above in Section 12, Security, alternative securities may be substituted by OWNER in a form provided by Government Code Section 66499 and subject to review and approval by the City Attorney.

14. Defense, Indemnity and Hold Harmless

OWNER shall indemnify, defend (with counsel acceptable to the CITY) and hold the CITY and its officers, officials, employees, representatives, agents and volunteers harmless against any and all claims, injuries, damages, losses, actions, causes of actions, administrative actions and lawsuits, including

attorney fees and expert witness fees, arising out of or in connection with or in any way related to the performance of this Agreement, except for injuries and damages directly caused by the sole gross negligence of the CITY and its officers, official, employees, representative, agents, or volunteers.

Not in limitation of the foregoing, OWNER further agrees to defend (with counsel acceptable to the CITY) and protect the CITY and its officers, officials, employees, representatives, 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.

OWNER waives all claims and recourse against the CITY, including, without limitation, 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 directly from the sole gross negligence of the CITY and its officers, officials, employees, representatives, agents or volunteers.

This Defense, Indemnity and Hold Harmless section shall survive the termination of this Agreement.

15. Insurance Required

OWNER shall present to CITY insurance, in a form satisfactory to CITY, within thirty (30) days after the time the traffic analysis concludes that such Improvements are warranted and prior to commencement of the construction work associated with Improvements. OWNER shall procure and maintain for the duration of the period during which construction work is being provided under this Agreement sufficient insurance 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 OWNER 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 CITY. At the option of 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) the OWNER 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) CITY and its officers, officials, employees, representatives, agents and volunteers are to be covered as additional insured as respects: liability arising out of activities performed by or on behalf of OWNER, products and completed operations of OWNER; premises owned, occupied or used by OWNER, or automobiles owned, leased, hired or borrowed by OWNER. The coverage shall contain no special limitations on the scope of protection afforded to CITY and its officers, officials, employees, representatives, agents, and volunteers.
- 2) OWNER'S insurance coverage shall be primary insurance as respects CITY and its officers, officials, representatives, employees, agents and volunteers. Any insurance or self-insurance maintained by CITY and its officers, officials, employees, representatives, agents, or volunteers shall be excess of OWNER'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 coverage provided to CITY and its officers, officials, employees, representatives, agents, and volunteers.
- 4) OWNER'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 CITY and its officers, officials, employees, representatives, agents, and volunteers for losses arising from work performed by OWNER for 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 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

OWNER shall furnish 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 (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 are to be received and approved by CITY before work commences. 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

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

H. City Right to Take Out Insurance

If for any reason OWNER fails to maintain any policy of insurance required under this paragraph, CITY may at CITY's option take out and maintain, at OWNER's sole cost and expense, such insurance in the name of OWNER as required pursuant to Section 15; however, any failure of CITY to take out or

maintain insurance in accordance with this paragraph shall not limit or waive any of CITY's rights or remedies under this Agreement. OWNER shall reimburse CITY for all costs and expenses incurred by CITY in so doing, promptly after demand by CITY for such costs and expenses.

I. Evaluation of Adequacy of Coverage

CITY maintains the right to modify, delete, alter or change these requirements, with reasonable notice, upon not less than ninety (90) days prior written notice; provided, however, that such modifications are commercially reasonable and are then generally applicable to or then being maintained by similarly situated prudent parties. Notwithstanding the foregoing to the contrary, in no event shall CITY be able to modify the insurance requirements prior to the date that is five (5) years after the Effective Date and not more than once every five (5) years thereafter, except that all the foregoing insurance coverage amounts shall be automatically escalated every five (5) years to account for inflation based upon the Consumer Price Index for the San Francisco-Oakland-San Jose SMSA, provided such coverage amounts are not in conflict with statutory requirements and are commercially available at a reasonable price.

16. Duration of Agreement

This Agreement shall remain in effect until the earlier of either (i) the date of issuance of the Certificate of Completion and acceptance by CITY of the Improvements for permanent maintenance as set forth in Section 6 above; or (ii) 2035 if (i) above does not occur; or (iii) OWNER's payment of an in lieu fee if CITY adopts a Transportation Fee Program or other fee mechanism that provides for the construction of the Improvements and OWNER elects to pay the applicable in lieu fee instead of implementing the Improvements. Thereafter, CITY or any OWNER may require the execution in recordable form by OWNER and CITY of an appropriate instrument confirming the termination of this Agreement, which may be recorded in the Official Records of the County of Alameda. Upon such termination and recordation, this Agreement shall no longer constitute an encumbrance upon the real property described on *Exhibit A*. However, the Defense, Indemnity and Hold Harmless provisions contained in Section 14 shall survive the termination of this Agreement.

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

This Agreement pertains to and runs with the real property described in *Exhibit A*, which land is expressly agreed to benefit from the privileges granted to OWNER under this Agreement, and binds the beneficiaries, heirs, assigns, and successors in interest of OWNER. Notwithstanding anything to the contrary herein, CITY shall not be obligated to perform, and shall have no liability for OWNER's failure to perform the obligations of OWNER set forth in this Agreement.

18. Exhibits

The following Exhibits are attached hereto and incorporated herein into this Agreement by reference:

- Exhibit A: Legal Description
- Exhibit B: Location Map of Improvements
- Exhibit C: Description of Improvements
- Exhibit D: City Engineer Approved Cost Estimate for Constructing the Improvements

The following documents are incorporated into this Agreement by reference:

CITY permits: Public Infrastructure
Planning PUD03552, PUDF03553, TTM8318, ER030022
Building _____ Grading _____
Encroachment _____ Tree Removal _____

Resolutions: _____ CMS
Subdivision: Final Map No. 8138 Cost Estimate: \$950,000

Insurer: _____ Surety: _____

19. Recordation

This Agreement shall be filed for recordation in the Official Records of Alameda County.

20. Effective Date

This Agreement shall be effective as of the Agreement Date set forth above.

21. Notice

Any notice given pursuant to this Agreement will be given in writing, by hand delivery (including reputable overnight courier service), or by prepaid U.S. certified or registered postage, addressed to recipient as follows:

OWNER: The Hive Development Group
c/o Signature Development Group
2201 Broadway, Suite 604
Oakland, CA 94612
Attn: Jamie Choy

With a Copy to: Stice & Block
2201 Broadway, Suite 604
Oakland, CA 94612
Attn: Marc Stice

CITY: City of Oakland
Transportation Services Division
Dalziel Administration Building
250 Frank H. Ogawa Plaza, 4th Floor
Oakland, CA 94612
Attn: Wlad Wlassowsky, Principal Civil Engineer

With Copies to: City of Oakland
Department of Planning & Building
Dalziel Administration Building
250 Frank Ogawa Plaza – 3rd Floor
Oakland, CA 94612
Attn: City Engineer

City of Oakland

Office of the City Attorney
One Frank H. Ogawa Plaza, 6th floor
Oakland, CA 94612
Attn: Celena Chen, Deputy City Attorney

Any Party to this Agreement may change the name or address of representatives for purpose of this Notice section by providing written notice to all other Parties ten (10) Business Days before the change is effective. Notices shall be deemed effective upon receipt; provided, however, that any such notice or other communication is not received or cannot be delivered due to a change in the address of the receiving Party of which notice was not previously given to the sending Party or due to a refusal to accept by the receiving Party, such notice or other communication shall be effective on the date delivery is attempted.

22. Applicable Law

This Agreement shall be governed by the laws of the State of California.

23. Recitals

The above recitals are true and correct and are an integral part of this Agreement.

24. Amendment

This Agreement may not be modified except with the written consent of OWNER and CITY.

25. Construction of Agreement

This Agreement is the product of negotiation and preparation by and among the Parties hereto and their respective attorneys. The Parties therefore expressly acknowledge and agree that this agreement shall not be deemed prepared or drafted by one Party or another, or its attorneys, and will be construed accordingly.

26. Severability

If any phrase, clause, section, subsection, paragraph, subdivision, sentence, term, or provision of this Agreement, or the application of any term or provision of this Agreement to a particular situation, is finally found to be void, invalid, illegal, or unenforceable by a court of competent jurisdiction, then notwithstanding such determination, such term or provision will remain in force and effect to the extent allowed by such ruling and all other terms and provisions of this Agreement or the application of this Agreement to other situations will remain in full force and effect.

Notwithstanding the foregoing, if any material term or provision of this Agreement or the application of such material term or condition to a particular situation is finally found to be void, invalid, illegal, or unenforceable by a court of competent jurisdiction, then the Parties hereto agree to work in good faith and fully cooperate with each other to amend this Agreement to carry out its intent.

27. Counterparts

This Agreement may be executed in counterparts, and in facsimile and/or electronic form, and all so executed, shall constitute an agreement which shall be binding upon all Parties hereto, notwithstanding that the signatures of all Parties' designated representatives do not appear on the same page.

28. Warranty of Authority

Each person who executes this Agreement on behalf of a corporation, partnership, joint venture, unincorporated association, or other entity represents and warrants to each Party hereto that he or she has the authority of the shareholders or members of said entity to do so, and agrees to indemnify and hold harmless each other Party from any claim that such authority did not exist.

29. Legal Review

Each Party acknowledges that he, she, or it has had an opportunity to have, and did have, this Agreement reviewed by an attorney.

30. Entire Agreement

This Agreement, including all signature pages attached herein, constitutes the entire understanding between and among the Parties with regard to the subject matter. There are no oral representations, warranties, agreements, arrangements, or undertaking between or among the Parties hereto relating to the subject matter of this Agreement which are not fully expressed herein. If there is any inconsistency between the body of this Agreement and the Exhibits hereto, the body of this Agreement shall govern.

31. No Third Party Obligations

Nothing in this Agreement is intended to nor does create duties, obligations or rights in third parties not Parties to this Agreement.

32. Mortgagee Protection

Any breach of any of the provisions of this Agreement shall not defeat or render invalid the lien of any mortgage or deed of trust made in good faith for value, but all of the conditions, covenants or restrictions set forth herein shall be binding upon and effective against the OWNER of the real property described on *Exhibit A* or any portion thereof whose title thereto is acquired by foreclosure, trustee's sale, or otherwise.

33. Cooperation

The Parties will work together in the spirit of good faith and cooperation to successfully implement this Agreement. To the extent there are any disagreements among the Parties, including alleged violations of the Agreement, the Parties will immediately raise those disagreements orally and in writing. Prior to initiating any legal action, the Parties will meet in good faith to attempt to resolve the disagreement.

34. Waiver

No failure by any Party to insist on the strict performance of any obligation of another Party under this Agreement or to exercise any right, power, or remedy arising out of a breach hereof, will constitute a waiver of such breach or of the enforcing Party's right to demand strict compliance with any terms of this

Agreement. No acts or admissions by any Party or its employees, agents or contractors, will waive any or all of the enforcing Party's rights under this Agreement. The Parties do not waive any of their defenses, rights, immunities, or privileges under law by this Agreement, except as expressly stated in the Agreement.

35. Actions to Enforce

In the event that a legal or administrative action is brought at law or in equity, including an action for declaratory relief, 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 and expert witness fees, in addition to any other relief to which they may be entitled.

36. Headings

The headings in this Agreement are for reference and convenience of the Parties and do not represent substantive provisions of this Agreement.

37. Default and Remedies

In the event of any breach or violation of this Agreement, CITY shall give written notice to OWNER of such event. Said notice shall specify the nature of the act, omission, or deficiency giving rise to the default. In addition, if the default is curable, the notice shall also specify the action required to cure the default, and a reasonable date, which shall not be less than fifteen (15) calendar days from the mailing of the notice, by which OWNER must take or commence such action to cure. If the notice specifies only a commencement date for the cure, OWNER shall commence such cure within the specified time and shall diligently pursue the cure to completion within a reasonable time thereafter.

If OWNER fails to cure or commence to cure the breach or violation within the time frame specified in the notice, or if a cure is not possible, CITY may proceed with any of the following remedies:

- A. Bring an action for equitable relief seeking the specific performance by OWNER of the terms and conditions of this Agreement and/or enjoining, abating, or preventing any violation of said terms and conditions, and/or seeking declaratory relief. The parties acknowledge and agree that a breach of, or default under, this Agreement may cause material damages not compensable by monetary damages and that, as a result, upon OWNER's failure to cure or commence to cure any such breach or default, CITY shall be entitled to bring an action for specific performance or injunctive relief to enforce compliance with the terms and conditions of this Agreement;
- B. Collect the Liquidated Damages as set forth herein;
- C. Prosecute an action for damages;
- D. Exercise its police powers to enforce the SCAMMRP; and/or
- E. Pursue any other remedy allowed at law or in equity.

38. Time is of the Essence

Time is of the essence in the performance of this Agreement by OWNER.

IN WITNESS WHEREOF, OWNER and CITY have each caused this Agreement to be duly executed on its behalf as of the Agreement Date.

OWNER

By:  _____

CITY OF OAKLAND

By: _____
HENRY L. GARDNER
INTERIM CITY ADMINISTRATOR

Approved as to Form & Legality

Deputy City Attorney

* notarized acknowledgment required

ACKNOWLEDGMENT

State of California
County of Alameda

On June 27, 2014 before me, Cindy A. LaRose
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.

Signature Cindy A. LaRose (Seal)

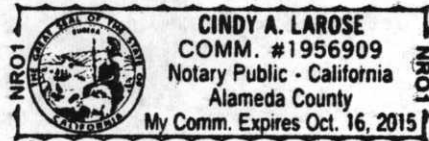


EXHIBIT A (Page 1 of 2)
Legal Description

Title No. 14-58205408-A-KD
Locate No. CACTI7701-7701-5582-0058205408

LEGAL DESCRIPTION
EXHIBIT "A"

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF OAKLAND, COUNTY OF ALAMEDA,
STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

Parcel One

Lot 2, as shown on the Map of Locust, Broadway and Elm Street Tract, filed January 11, 1876, Map Book 4, Page 7, in the Office of the Recorder of Alameda County.

APN: 008-0739-002

Parcel Two

A portion of Lots 1 and 2, as said lots are shown on that certain map entitled, "Parcel Map No. 9672", filed for record on August 21, 2009 in Book 314 of Parcel Maps, at Pages 53 and 54, Official Records of Alameda County, and being more particularly described as follows:

Beginning at the southwesterly corner of said Lot 1 as shown on said map, said point being the true point of beginning of this description; thence along the westerly boundary line of said Lots 1 and 2, north 11°54'00" east, 435.05 feet to the northwesterly corner of said Lot 2; thence along the boundary lines of said Lot 2 the following three courses: 1) south 78°05'47" east, 40.00 feet; 2) south 11°54'00" west, 113.00 feet; 3) south 78°06'09" east, 35.00 feet; thence leaving said line, south 78°06'00" east, 27.00 feet; thence south 11°54'00" west, 322.03 feet to the southerly boundary line of said Lot 1; thence along said southerly boundary, north 78°06'39" west, 102.00 feet to the true point of beginning.

APN: 008-0739-004 (portion) and 008-0739-005 (portion)

Parcel Three

All that real property situate in the City of Oakland, County of Alameda, State of California, being a portion of Lot 2, as said lot is shown on that certain CERTIFICATION FOR PARCEL MAP WAIVER recorded May 3, 2013 as Document No. 2013156650, Official Records of Alameda County, and being more particularly described as follows:

BEGINNING at the southeasterly corner of said Lot 2 as shown on said document, said point being the **TRUE POINT OF BEGINNING** of this description;

Thence along the southerly boundary line of said Lot 2, North 78°06'39" West, 98.26 feet;

Thence along the boundary lines of said Lot 2 the following four courses:

- 1) North 11°54'00" East 322.03 feet;
- 2) North 78°06'00" West, 27.00 feet;
- 3) North 11°54'00" East, 113.00 feet;
- 4) South 78°05'47" East, 68.09 feet;

Thence leaving said boundary lines of said Lot 2 the following four courses:

- 1) South 11°54'13" West, 106.13 feet;
- 2) South 78°03'52" East, 12.09 feet;
- 3) South 11°56'08" West, 53.87 feet;
- 4) South 63°44'38" East, 34.26 feet to a point on said boundary line;

Thence along the boundary lines of said Lot 2 the following seven courses:

- 1) South 11°54'00" West 72.75 feet;
- 2) North 63°44'59" West, 43.07 feet;
- 3) South 11°54'00" West, 55.75 feet;
- 4) South 63°47'33" East, 18.58 feet;

EXHIBIT A (Page 2 of 2)
Legal Description

EXHIBIT "A" (continued)

Title No. 14-58205408-A-KD
Locate No. CACTI7701-7701-5582-0058205408

- 5) South 11°54'00" West, 49.44 feet;
- 6) South 63°44'38" East, 36.79 feet;
- 7) South 11°53'21" West, 85.53 feet to the TRUE POINT OF BEGINNING.

APN: 008-0739-004 (portion) and 008-0739-005 (portion)

Parcel Four

A portion of Lot 1 and Lot 3, as said lots are shown on that certain map entitled, "Parcel Map No. 9872", filed for record on August 21, 2009 in Book 314 of Parcel Maps, at Pages 53 and 54, Official Records of Alameda County, and being more particularly described as follows:

Beginning at the southeasterly corner of said Lot 3 as shown on said map, said point being the true point of beginning of this description; thence along the boundary lines of said Lot 3 the following six courses: 1) north 26°15'22" east, 107.82 feet; 2) north 63°44'38" west, 189.37 feet; 3) south 11°54'00" west, 6.11 feet; 4) north 63°44'59" west, 43.07 feet; 5) south 11°54'00" west, 55.75 feet; 6) south 63°47'33" east, 18.58 feet; thence leaving said boundary, south 11°54'00" west, 49.44 feet; thence south 63°44'38" east, 12.49 feet to an angle point in the boundary of said Lot 3; thence along the boundary line of said Lot 3, south 63°44'38" east, 24.30 feet to an angle point in the boundary of said Lot 1 lying on the boundary line of said Lot 3; thence continuing along the boundary line of said Lot 3, south 63°44'38" east, 149.48 feet to the true point of beginning.

APN: 008-0739-006 and 008-0739-004 (Portion)

Parcel Five

All that real property situate in the City of Oakland, County of Alameda, State of California, being all of Lot 4, as said lot is shown on that certain map entitled "PARCEL MAP NO. 9872", filed for record on August 21, 2009, in Book 314 of Parcel Maps, at Pages 53 and 54, Official Records of Alameda County and a portion of Lot 2, as said lot is shown on that certain CERTIFICATION FOR PARCEL MAP WAIVER recorded May 3, 2013 as Document No. 2013156650, Official Records of Alameda County, and being more particularly described as follows and:

BEGINNING at the southerly corner of said Lot 4 as shown on said map, said point being the TRUE POINT OF BEGINNING of this description;

Thence along the southerly boundary line of said Lot 4, North 63°44'38" West, 189.37 feet;

Thence along the southwesterly line of said Lot 4, North 11°54'00" East 66.64 feet;

Thence leaving said southwesterly line, the following four courses:

- 1) North 63°44'38" West, 34.26 feet;
- 2) North 11°56'08" East, 53.87 feet;
- 3) North 78°03'52" West, 12.09 feet;
- 4) North 11°54'13" East, 106.13 feet to a point on the northerly line of said Lot 2;

Thence along said northerly line of said Lot 2, and along said northerly line of said Lot 4, South 78°05'47" East, 157.18 feet to the northeast corner of said Lot 4;

Thence along the easterly line of said Lot 4 the following three courses:

- 1) South 11°54'13" West, 65.42 feet;
- 2) South 63°44'38" East, 123.01 feet;
- 3) South 26°15'22" West, 192.16 feet to the TRUE POINT OF BEGINNING.

APN: 008-0739-005 (portion) and 008-0739-007

EXHIBIT B
Location Map of Improvements

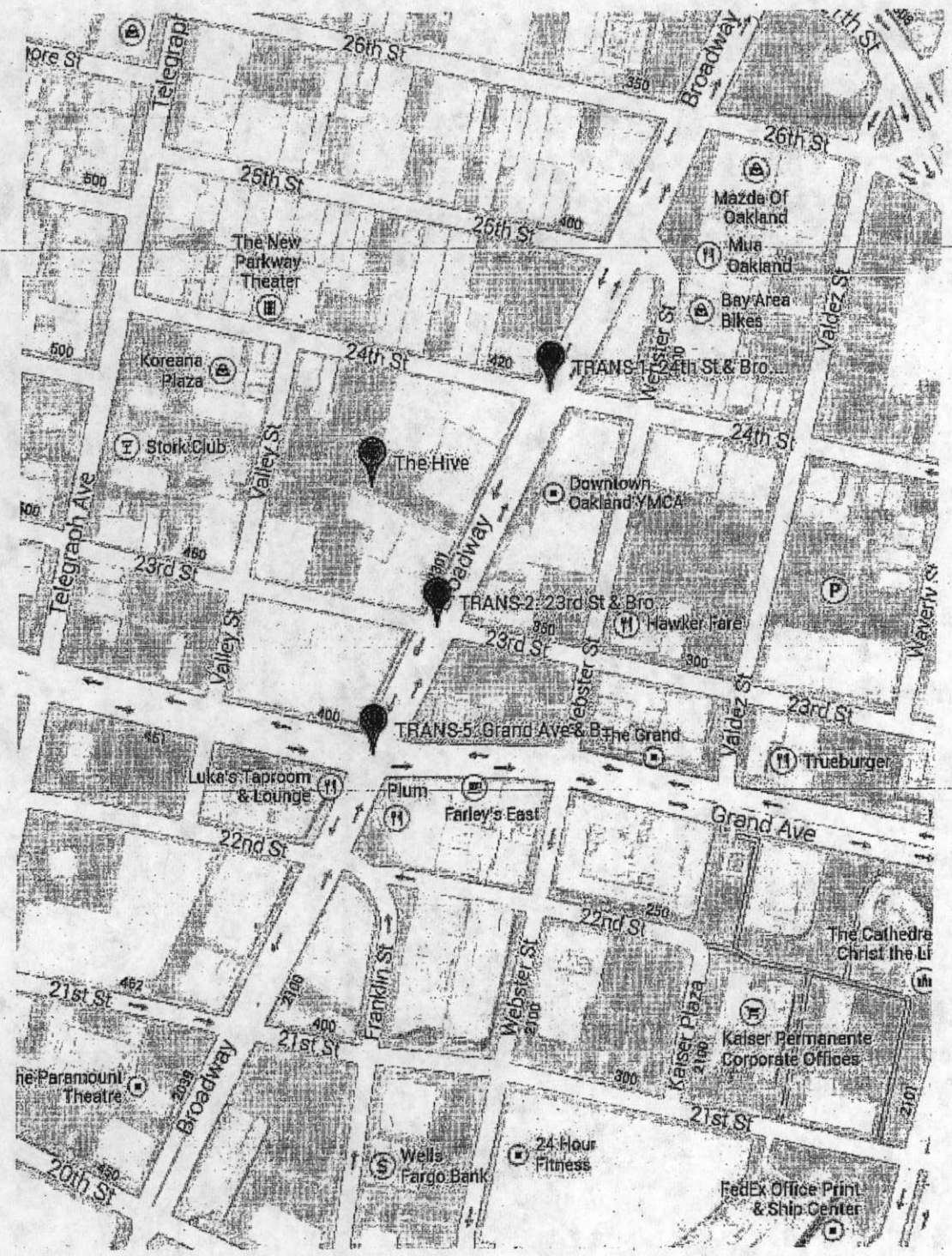


EXHIBIT C

Description of Improvements

1. **24th Street/ Broadway intersection.**
 - Signalize the intersection providing actuated operations, with permitted left-turns on all movements,
 - Coordinate the signal timing changes at this intersection with the adjacent intersections that are in the same signal coordination group.

2. **23rd Street/ Broadway intersection.**
 - Signalize the intersection providing actuated operations, with permitted left-turns on all movements,
 - Coordinate the signal timing changes at this intersection with the adjacent intersections that are in the same signal coordination group.

3. **Grand Avenue/Broadway intersection:**
 - Provide permitted-protected left-turn phasing for the northbound approach.
 - Optimize signal timing (i.e., changing the amount of green time assigned to each lane of traffic approaching the intersection).
 - Coordinate the signal timing changes at this intersection with the adjacent intersections that are in the same signal coordination group.

EXHIBIT D

City Engineer Approved Cost Estimate for Constructing the
Improvements

BKF Engineers

255 Shoreline Drive, Suite 200
Redwood City, California 94065

**OPINION OF PROBABLE CONSTRUCTION COST
OFF-SITE TRAFFIC MITIGATIONS**

OFF-SITE TRAFFIC MITIGATIONS						
ITEM	DESCRIPTION		QUANTITY	UNIT	UNIT COST	TOTAL COST
1	TRANS-1: Signalize 24th Street/Broadway Intersection		1	LS	\$250,000	\$250,000
2	TRANS-2: Signalize 23rd Street/Broadway Intersection		1	LS	\$350,000	\$350,000
3	TRANS-5: Provide permitted-protected left-turn phasing for northbound approach Grand Avenue/Boadway Intersection		1	LS	\$350,000	\$350,000
OFF-SITE TRAFFIC MITIGATIONS						\$950,000