



FILED
OFFICE OF THE CITY CLERK
OAKLAND

2014 MAY 22 PM 3

AGENDA REPORT

TO: FRED BLACKWELL
CITY ADMINISTRATOR

FROM: Rachel Flynn

SUBJECT: Tract No. 8124 Subdivision Map,
486-496 60th Street

DATE: May 8, 2014

City Administrator
Approval

Date

5/14/14

COUNCIL DISTRICT: 1

RECOMMENDATION

Staff recommends that the City Council adopt:

A Resolution Conditionally Approving A Final Map For Tract No. 8124 Located At 486-496 60TH Street For A Six Lot Residential Subdivision For Telegraph Green LLC; and

A Resolution Approving A Subdivision Improvement Agreement With Telegraph Green LLC For Deferred Construction Of Public Infrastructure Improvements For The Final Map For Tract No. 8124 Located At 486-496 60TH Street

OUTCOME

Adopting the two resolutions will:

- Approve the Subdivision Improvement Agreement (SIA) with Telegraph Green LLC for deferred construction of public infrastructure improvements; and
- Accept the dedication of an emergency vehicle easement, conditioned on completion of the public infrastructure improvements; and
- Authorize the City Engineer and City Clerk to execute the Final Subdivision Map for recording with the Alameda County Clerk-Recorder.

The Subdivision Improvement Agreement (SIA) will:

- Require the construction of surface and subsurface infrastructure improvements (permit PX1300109) after the Final Subdivision Map is recorded; and

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- Require the completion of the infrastructure construction within two (2) years; and
- Require performance and payment bonds (150% of construction cost) as a security to assure completion of the infrastructure construction; and
- Require a one (1) year warrantee period following completion of the infrastructure construction; and
- Require a maintenance bond (25% of construction cost) during the warrantee period.

BACKGROUND/ LEGISLATIVE HISTORY

The subdivision map will subdivide two (2) vacant lots located at 486-496 60th Street into six (6) vacant lots for construction of single family dwellings with a shared private driveway (restricting public access) and an emergency vehicle easement.

The Subdivision Improvement Agreement (SIA) will guarantee construction of publicly maintained infrastructure improvements. The homeowners association will be responsible for maintaining the private driveway, on-site storm drainage system and sanitary sewer main (essentially, all on-site improvements, including all improvements within the emergency vehicle access easement).

The Planning Commission approved the tentative subdivision map (TTM 8124) and a land use entitlement (CD12226) for the project on January 16, 2013. The City Engineer has determined that the Final Subdivision Map is in substantial compliance with the approved tentative subdivision map. Approval of the Final Subdivision Map will be a ministerial action by the City Council, and approval of the SIA will be a discretionary action.

ANALYSIS

As set forth in California Government Code section 664474.1 (Subdivision Map Act), approval of a Final Subdivision Map is an administrative, ministerial, and mandatory action by the City Council once the City Engineer has determined that the Final Subdivision Map conforms substantially with the previously approved Tentative Subdivision Map and is technically correct (correct map size and medium, correct metes and bounds, required signatures, required statements, required licensures, etc.).

The controlling discretionary action to be taken by the City relating to a subdivision map is at the Tentative Subdivision Map stage. The purpose of submitting the Final Subdivision Map to the City Council is to ensure that the Council and the public remain informed about development in the City.

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PUBLIC OUTREACH/ INTEREST

The adjoining property owners were notified of the project as part of the Tentative Subdivision Map approval process.

COORDINATION

The Office of the City Attorney has reviewed the resolutions for form and legality, and the Budget Office has reviewed this agenda report.

COST SUMMARY/ IMPLICATIONS

Staff costs for processing the Final Subdivision Map, the SIA, and the infrastructure permit have been covered by previously collected fees set by the Master Fee Schedule and paid by the developer. The revenue has been deposited in the Development Service Fund (2415), Engineering Services organization (84432), Tract Map account (45119), Engineering and Architectural Program (PS30).

SUSTAINABLE OPPORTUNITIES

Economic: The subdivision will provide opportunities for home ownership for the Oakland community.

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

Social Equity: The proposed development will provide housing opportunities and assist the economic revitalization of the City.

CEQA

The project is exempt from CEQA pursuant to Section 15183 (consistency with an adopted General Plan) and Section 15332 (infill project) of the California Public Resources Code.

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Fred Blackwell, City Administrator

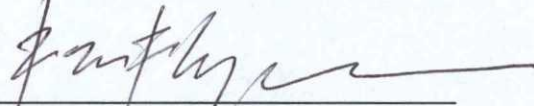
Subject: Tract 8124 Subdivision Map – 486 – 496 60th St.

Date: April 25, 2013

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For questions regarding this report, please contact Shahram Aghamir, Civil Engineer, at 510-238-3975.

Respectfully submitted,



RACHEL FLYNN - Director
Department of Planning and Building

Reviewed by: Deborah Sandercock, City Engineer

Prepared by: Shahram Aghamir, Civil Engineer

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June 3, 2014

2014 MAY 22 PM 3: 32
Councilmember

Allen
City Attorney

OAKLAND CITY COUNCIL

Resolution No. _____ C.M.S.

**RESOLUTION CONDITIONALLY APPROVING A FINAL MAP FOR
TRACT NO. 8124 LOCATED AT 486-496 60TH STREET FOR A SIX
LOT RESIDENTIAL SUBDIVISION FOR TELEGRAPH GREEN LLC**

WHEREAS, the developer of a residential project, Telegraph Green LLC, a California limited liability company (no. 201232410055) is the Subdivider of a single parcel identified by the Alameda County Assessor as APN 016-1388-01-00, and by the Alameda County Clerk-Recorder as Tract No. 8124, and by the City of Oakland as 486-496 60th Street; and

WHEREAS, the Subdivider has acquired by purchase for valuable consideration the real property comprising Tract No. 8124 through a grant deed, series no. 2013090102 recorded March 8, 2013 by the Alameda County Clerk-Recorder; and

WHEREAS, said single parcel is comprised of two (2) vacant lots, designated as Lot 1 and Lot 2 in Block L on the Map entitled "Map Showing Resubdivision of A Portion of the Roberts and Wolfskill Tract, Oakland Township", recorded by the Alameda County Recorder on August 24, 1889 in Book 10 of maps, Page 55; and

WHEREAS, the Subdivider applied to the City of Oakland for a Tentative Map (TTM8124) to subdivide said platted land into six (6) mini lots comprising Tract No. 8124 for the future construction of single family dwellings and appurtenant infrastructure; and

WHEREAS, the Planning Commission of the City of Oakland approved the environmental determination (exempt), land use entitlement (CD12226), tree removal (T1200061), and Tentative Map for Tract No. 8124 on January 16, 2013, which proposed:

- the subdivision of said two (2) vacant lots and the establishment through a Final Map of six (6) vacant residential lots for future ownership of newly constructed single family dwellings by private purchasers; and
- the irrevocable offer of dedication to the City of Oakland of a new emergency vehicle access easement; and

WHEREAS, the Secretary of the Planning Commission of the City of Oakland has certified that the Planning Commission approved the Tentative Map for Tract No. 8124, upon which said Final Map is based; and

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

- the Final Map for Tract No. 8124, delineated diagrammatically in *Exhibit A* attached hereto, is substantially the same as the Tentative Map approved by the Planning Commission; and
- the Final Map for Tract No. 8124 complies in all manners with the provisions of the California Government Code (Section 66410, et seq. - Subdivision Map Act), and the City of Oakland's local ordinance (Municipal Code Title 16 - Subdivisions); and

WHEREAS, pursuant to California Business and Professions Code section 6731, the City Engineer has further determined that the Final Map is technically correct and accurately delineates the proposed metes and bounds of the property boundaries separating the proposed six (6) 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 civil engineer, 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. 8124; 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. PX1300109 and the Subdividers' plans and specifications for construction of the required public infrastructure improvements, included by reference with *Exhibit B*; and

WHEREAS, pursuant to Government Code section 66462 and Municipal Code section 16.20.100 as a condition precedent to approval of the Final Map for Tract No. 8124, the Subdivider has executed a Subdivision Improvement Agreement, attached hereto as *Exhibit B*, assuring the timely construction, unconditional warrantee, and prescribed maintenance of all required public infrastructure improvements; and

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

WHEREAS, the requirements of the California Environmental Quality Act (CEQA), the Guidelines as prescribed by the Secretary of Resources, and the provisions of the Statement of Objectives, Criteria and Procedures for Implementation of the California Environmental Quality Act: City of Oakland, have been satisfied by the certification by the Planning Commission on January 16, 2013, that the project is exempt from CEQA pursuant to Section 15183 (consistency with an adopted General Plan) and Section 15332 (infill project); now, therefore, be it

RESOLVED: That the Final Map for Tract No. 8124 complies with the requirements of the California Environmental Quality Act (CEQA); and be it

FURTHER RESOLVED: That the Final Map for Tract No. 8124 is hereby conditionally approved; and be it

FURTHER RESOLVED: That the dedication of a new emergency vehicle access easement as delineated on the Final Map is hereby conditionally accepted; and be it

FURTHER RESOLVED: That the approval of the Final Map and the acceptance of said dedication are conditioned upon completion to the satisfaction of the City Engineer of public infrastructure improvements, as set forth in the Subdivision Improvement Agreement; and be it

FURTHER RESOLVED: That Telegraph Green LLC shall be responsible until the expiration of the warrantee period as set forth in *Exhibit B* for the installation, maintenance, repair, and removal of all infrastructure improvements within said emergency vehicle access easement as delineated on the Final Map, including but not limited to roadway pavement, sidewalks, curbs, gutters, trees and landscaping, irrigation, electrical lighting, sanitary sewer piping, and storm water piping, but excepting from said responsibility infrastructure improvements that are otherwise regulated by California Public Utilities Commission; and be it

FURTHER RESOLVED: That the hereinabove conditions shall be binding upon Telegraph Green LLC and its representatives, heirs, successors, and assigns; and be it

FURTHER RESOLVED: That the successive owners, both individually as purchasers of real property and collectively as a Homeowners Association, of said lots as delineated on the Final Map shall be responsible for the maintenance in perpetuity of all infrastructure improvements within said emergency vehicle access easement, excepting from said responsibility infrastructure improvements that are otherwise regulated by California Public Utilities Commission; and be it

FURTHER RESOLVED: That failure by Telegraph Green LLC to comply in all aspects with the Subdivision Improvement Agreement shall void approval of the Final Map and void acceptance of said dedications and shall revert the original parcels comprising Tract No. 8124 to acreage; and be it

FURTHER RESOLVED: That the City Engineer is hereby authorized to endorse the Final Map for Tract No. 8124; and be it

FURTHER RESOLVED: That the City Clerk of the City of Oakland is hereby authorized to endorse the Final Map for Tract No. 8124, upon its execution by the City Engineer; and be it

FURTHER RESOLVED: That the City Engineer is hereby authorized to cause the fully executed Final Map for Tract No. 8124 to be filed with the Alameda County Clerk-Recorder for recordation; 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, _____, 2014

PASSED BY THE FOLLOWING VOTE:

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

NOES -

ABSENT -

ABSTENTION -

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

OWNER'S STATEMENT

THE UNDERSIGNED, BEING THE ONLY PARTIES HAVING A RECORD TITLE INTEREST IN THE LANDS DELINEATED AND EMBRACED WITHIN THE EXTERIOR BOUNDARY LINES UPON THE HEREIN EMBODIED MAP ENTITLED "TRACT 8124, CITY OF OAKLAND, ALAMEDA COUNTY, CALIFORNIA" THAT IT IS THE OWNER OF SAID LAND AND BY VIRTUE OF THE GRANT DEED RECORDED MARCH 8, 2013 UNDER SERIES NUMBER 2013-090102; THAT IT CONSENTS TO THE PREPARATION OF THIS MAP.

THE AREAS DESIGNATED AS "PRIVATE ACCESS EASEMENT" (PAE) ARE FOR THE USE OF THE OWNERS, AND THEIR HEIRS AND ASSIGNS, OF LOTS 1-6 OF TRACT 8124 AND SHALL BE MAINTAINED BY SAID OWNERS OR THEIR DESIGNEE FOR, BUT NOT LIMITED TO, ACCESS, RECREATION, UTILITIES, INGRESS AND EGRESS AND IS FOR THE USE OF, BUT NOT LIMITED TO, PACIFIC GAS AND ELECTRIC COMPANY, TELEPHONE AND CABLE COMPANIES, AND E.B.M.U.D. FOR ACCESS AND MAINTENANCE OF WORKS IN ACCORDANCE WITH THE C.C. & R.'S THAT GOVERN THIS SUBDIVISION. THE CITY OF OAKLAND IS AN INTENDED THIRD PARTY BENEFICIARY OF THIS EASEMENT AGREEMENT WITH THE RIGHT TO ENFORCE THE RIGHTS AND OBLIGATIONS SET FORTH HERE, AT ITS SOLE DISCRETION. THIS EASEMENT AGREEMENT MAY NOT BE MODIFIED OR TERMINATED WITHOUT THE WRITTEN CONSENT OF THE CITY OF OAKLAND.

THE AREAS DESIGNATED AS "PRIVATE STORM DRAIN EASEMENT" (PSDE) ARE FOR THE USE OF THE OWNERS, AND THEIR HEIRS AND ASSIGNS, OF LOTS 4, 5, & 6 OF TRACT 8124 (AS SHOWN ON THE MAP) FOR USE FOR STORM, FLOOD, AND SURFACE WATER DRAINAGE, INCLUDING ACCESS AND MAINTENANCE OF WORKS, IMPROVEMENTS AND STRUCTURES, WHETHER COVERED OR OPEN, OR THE CLEARING OF OBSTRUCTIONS AND VEGETATION IN ACCORDANCE WITH THE C.C. & R.'S THAT GOVERN THIS SUBDIVISION. THE CITY OF OAKLAND IS AN INTENDED THIRD PARTY BENEFICIARY OF THIS EASEMENT AGREEMENT WITH THE RIGHT TO ENFORCE THE RIGHTS AND OBLIGATIONS SET FORTH HERE, AT ITS SOLE DISCRETION. THIS EASEMENT AGREEMENT MAY NOT BE MODIFIED OR TERMINATED WITHOUT THE WRITTEN CONSENT OF THE CITY OF OAKLAND. NO BUILDING OR STRUCTURE MAY BE PLACED ON SAID EASEMENT.

THE AREAS DESIGNATED AS "EVAE" (EMERGENCY VEHICLE ACCESS EASEMENT) ARE HEREBY OFFERED FOR DEDICATION TO THE PUBLIC FOR ACCESS OF INGRESS AND EGRESS OF PUBLIC SAFETY/EMERGENCY VEHICLES AND PERSONNEL ON AND OVER SAID AREAS. SAID EVAE'S WILL BE MAINTAINED BY TRACT 8124 HOMEOWNER'S ASSOCIATION. THE CITY OF OAKLAND IS AN INTENDED THIRD PARTY BENEFICIARY OF THIS EASEMENT AGREEMENT WITH THE RIGHT TO ENFORCE THE RIGHTS AND OBLIGATIONS SET FORTH HERE, AT ITS SOLE DISCRETION. THE CITY OF OAKLAND SHALL HAVE NO OTHER LIABILITY OR OBLIGATIONS. NO PARKING WILL BE ALLOWED AT ANY TIME TO OBSTRUCT ACCESS OF EMERGENCY VEHICLES OR PERSONNEL. NO STRUCTURE MAY BE PLACED ON SAID EASEMENT.

THIS MAP SHOWS ALL THE EASEMENTS ON THE PREMISES OR OF RECORD.

TELEGRAPH GREEN LLC

BY: _____ DATE: _____
MATTHEW BRANAGH
TITLE: PRESIDENT, BRANAGH DEVELOPMENT INC.
MANAGING MEMBER

OWNER'S ACKNOWLEDGMENT

STATE OF CALIFORNIA
COUNTY OF _____) S.S.

ON THIS _____ DAY OF _____, IN THE YEAR 2014, BEFORE ME, _____ A NOTARY PUBLIC, PERSONALLY APPEARED MATTHEW BRANAGH 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: _____
NAME (PRINTED) _____
EXPIRATION DATE: _____
PRINCIPAL COUNTY OF BUSINESS: _____

BENEFICIARY'S STATEMENT

HERITAGE BANK OF COMMERCE, AS PRESENT BENEFICIARY UNDER THAT CERTAIN DEED OF TRUST, RECORDED DECEMBER 18, 2013, SERIES NO. 2013387045 OFFICIAL RECORDS OF ALAMEDA COUNTY, DOES HEREBY JOIN IN, EXECUTE AND CONSENT TO ALL OFFERS OF DEDICATION, IF ANY, MADE IN THE FOREGOING OWNER'S STATEMENT AND TO THE PREPARATION AND FILING OF THIS MAP.

BENEFICIARY:
HERITAGE BANK OF COMMERCE, BY:

BENEFICIARY'S ACKNOWLEDGMENT

STATE OF CALIFORNIA
COUNTY OF _____
ON _____ BEFORE ME, _____
A NOTARY PUBLIC, PERSONALLY APPEARED

WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE/SHE/THEY EXECUTED THE SAME IN HIS/HER/THEIR AUTHORIZED CAPACITY(IES), AND 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: _____
SIGNATURE: _____

NAME (TYPED OR PRINTED), NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE.
PRINCIPAL COUNTY OF BUSINESS: _____
COMMISSION EXPIRES: _____
COMMISSION NO. OF NOTARY: _____

TRACT 8124

A SUBDIVISION OF LOT 1 AND 2 IN BLOCK L OF A MAP SHOWING A RESUBDIVISION OF A PORTION OF ROBERTS & WOLFSKILL TRACT AS RECORDED IN BOOK 10 OF MAPS, PAGE 55 CITY OF OAKLAND ALAMEDA COUNTY, CALIFORNIA



3021 Citrus Circle, Suite 150
Walnut Creek, California 94598-2635 TEL (925) 210-9300

MARCH, 2014

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 CHECKED BELOW, THAT:

I | 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.

I | 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 _____, 201_____.

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

BY: _____
DEPUTY COUNTY CLERK

RECORDER'S STATEMENT

FILED FOR RECORD THIS _____ DAY OF _____, 201_____, AT _____, M. IN BOOK _____ OF MAPS, AT PAGES _____, AT THE REQUEST OF CHICAGO TITLE COMPANY IN THE OFFICE OF THE COUNTY RECORDER OF THE COUNTY OF ALAMEDA, STATE OF CALIFORNIA.

PATRICK O'CONNELL
COUNTY RECORDER IN AND FOR THE COUNTY
OF ALAMEDA, STATE OF CALIFORNIA

OWNER'S ADDRESS

TELEGRAPH GREEN LLC
100 SCHOOL STREET
DANVILLE, CA 94526-3824

BY: _____
DEPUTY COUNTY RECORDER

APN: 016-1388-013

SHEET 1 OF 4

Exhibit A

CITY ENGINEER'S STATEMENT:

I, MIKE NEARY, CITY ENGINEER, HAVING BEEN AUTHORIZED TO PERFORM THE FUNCTIONS OF THE CITY ENGINEER OF THE CITY OF OAKLAND, COUNTY OF ALAMEDA, STATE OF CALIFORNIA, FOR THE PURPOSE OF REVIEWING SUBDIVISION MAPS, DO HEREBY CERTIFY THAT I HAVE EXAMINED THE HERON EMBODIED MAP ENTITLED "TRACT 8124, CITY OF OAKLAND, ALAMEDA COUNTY, CALIFORNIA;" THAT THE SUBDIVISION AS SHOWN UPON SAID MAP IS SUBSTANTIALLY THE SAME AS THAT APPEARING ON THE TENTATIVE MAP AND ANY APPROVED ALTERATIONS THEREOF; THAT SAID MAP COMPLIES WITH ALL PROVISIONS OF THE SUBDIVISION MAP ACT OF THE GOVERNMENT CODE AND THE LOCAL ORDINANCES APPLICABLE AT THE TIME OF THE TENTATIVE MAP.

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

MIKE NEARY, R.C.E. 38547
CITY ENGINEER
CITY OF OAKLAND, ALAMEDA COUNTY
STATE OF CALIFORNIA
LICENSE EXPIRES: 03/31/2015



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 HERON EMBODIED MAP ENTITLED "TRACT 8124, CITY OF OAKLAND, ALAMEDA COUNTY, CALIFORNIA;" I AM SATISFIED THAT THE MAP IS TECHNICALLY CORRECT.

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

GILBERT E. HAYES P.L.S. NO. 4700
CITY SURVEYOR
CITY OF OAKLAND, ALAMEDA COUNTY
STATE OF CALIFORNIA
LICENSE EXPIRES 09/30/2015



PLANNING DIRECTOR'S STATEMENT

THIS MAP IS BASED ON A TENTATIVE TRACT MAP 8124 APPROVED BY THE CITY PLANNING COMMISSION OF THE CITY OF OAKLAND AT THEIR MEETING ON JANUARY 16, 2013, AND WHEN RECORDED THIS MAP BECOMES THE OFFICIAL MAP OF THE LAND DIVISION.
DATED THIS _____ DAY OF _____ 2014.

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

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 HERON EMBODIED MAP ENTITLED "TRACT 8124" 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 AREAS DESIGNATED AS EVAE HEREIN DEDICATED IN ACCORDANCE WITH SECTION 16.12.080 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

SURVEYOR'S STATEMENT

THIS MAP WAS PREPARED BY ME OR UNDER BY 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 MATT BRANAGH IN DECEMBER 2012. I HEREBY STATE THAT THIS MAP SUBSTANTIALLY CONFORMS TO THE APPROVED OR CONDITIONALLY APPROVED TENTATIVE MAP IF ANY.

MONUMENTS SHOWN HEREON WILL BE SET ON OR BEFORE DECEMBER 31, 2016, AND SAID MONUMENTS ARE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED, AND THAT THE GROSS AREA WITHIN THE SUBDIVISION IS 5,653 SQUARE FEET, MORE OR LESS.



MARK E. WOODS, R.C.E. 29851
LICENSE EXPIRES 03/31/2015

DATE

TRACT 8124

A SUBDIVISION OF LOT 1 AND 2 IN BLOCK L OF A
MAP SHOWING A RESUBDIVISION OF A PORTION
OF ROBERTS & WOLFSKILL TRACT
AS RECORDED IN BOOK 10 OF MAPS, PAGE 55
CITY OF OAKLAND
ALAMEDA COUNTY, CALIFORNIA



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Walnut Creek, California 94598-2635 TEL (925) 210-9300

MARCH, 2014

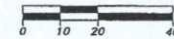
TRACT 8124

A SUBDIVISION OF LOT 1 AND 2 IN BLOCK L OF A
MAP SHOWING A RESUBDIVISION OF A PORTION
OF ROBERTS & WOLFSKILL TRACT
AS RECORDED IN BOOK 10 OF MAPS, PAGE 55
CITY OF OAKLAND
ALAMEDA COUNTY, CALIFORNIA

PA Design Resources, Inc.
Planning ■ Engineering ■ Surveying

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Walnut Creek, California 94598-2635 TEL (925) 210-9300

SCALE: 1" = 20' MARCH, 2014



LEGEND:

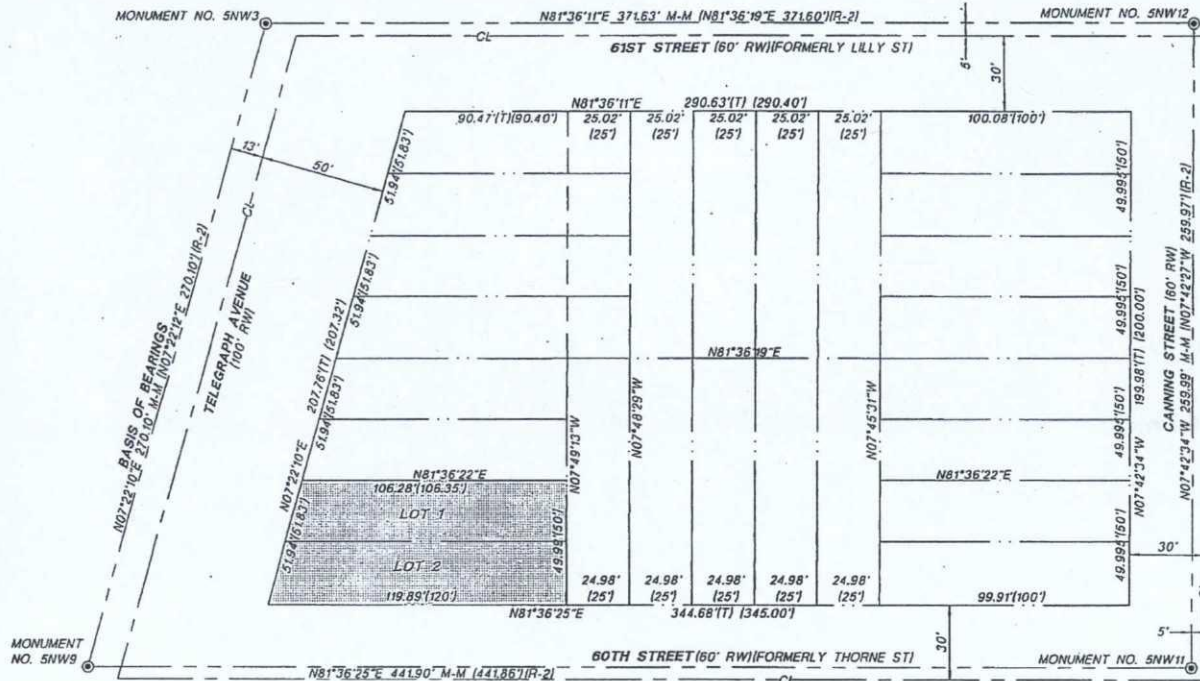
- SET 3/4" REBAR AND CAP R.C.E. 29851
- SET NAIL AND TAG R.C.E. 29851
- ⊙ FOUND STREET MONUMENT
- () DENOTES RECORD
- (T) TOTAL DISTANCE
- CL CENTERLINE
- M-M MONUMENT TO MONUMENT DISTANCE
- EVAE EMERGENCY VEHICLE ACCESS EASEMENT
- PAE PRIVATE ACCESS AND UTILITY EASEMENT
- PSDE PRIVATE STORM DRAIN EASEMENT
- RW RIGHT OF WAY
- SF SQUARE FEET
- PROPERTY/RIGHT OF WAY LINE
- CENTERLINE
- MONUMENT LINE
- TIE LINE
- TRACT BOUNDARY
- BLOCK L PROPERTY LINES

BASIS OF BEARINGS:

THE MONUMENT LINE BETWEEN MONUMENT NO. 5NW9 AT THE INTERSECTION OF 60TH ST. AND TELEGRAPH AVE. AND NO. 5NW3 AT THE INTERSECTION OF 61ST ST. AND TELEGRAPH AVE. TAKEN AS N 07° 22' 10" E, MAG. 27, ZONE 3. DISTANCES SHOWN ARE GROUND DISTANCES.

REFERENCES:

- (R-1) 10 M 55, ROBERTS & WOLFSKILL TRACT BEARINGS AND DIMENSIONS SHOWN FOR BOUNDARY OF LOTS 1 AND 2 OF BLOCK L WERE DETERMINED BY PROPORTIONING OF BLOCK USING FIELD LOCATION OF STREET MONUMENTS.
- (R-2) CITY MONUMENT CARDS ON FILE WITH THE CITY OF OAKLAND



BLOCK L SUBDIVISION (R-1)



VICINITY MAP
N.T.S.

APN 016-1388-013

SHEET 3 OF 4

TRACT 8124

A SUBDIVISION OF LOT 1 AND 2 IN BLOCK L OF A
MAP SHOWING A RESUBDIVISION OF A PORTION
OF ROBERTS & WOLFSKILL TRACT
AS RECORDED IN BOOK 10 OF MAPS, PAGE 55
CITY OF OAKLAND
ALAMEDA COUNTY, CALIFORNIA

PA Design Resources, Inc.
Planning ■ Engineering ■ Surveying

3021 Citrus Circle, Suite 150
Walnut Creek, California 94598-2635 TEL (925) 210-9300

SCALE: 1" = 10' MARCH, 2014



LEGEND:

- SET 3/4" REBAR AND CAP R.C.E. 29851
- SET NAIL AND TAG R.C.E. 29851
- ⊙ FOUND STREET MONUMENT
- () DENOTES RECORD
- (T) TOTAL DISTANCE
- CL CENTERLINE
- M-M MONUMENT TO MONUMENT DISTANCE
- EVAE EMERGENCY VEHICLE ACCESS EASEMENT
- PAE PRIVATE ACCESS AND UTILITY EASEMENT
- PSDE PRIVATE STORM DRAIN EASEMENT
- RW RIGHT OF WAY
- SF SQUARE FEET
- PROPERTY/RIGHT OF WAY LINE
- CENTERLINE
- MONUMENT LINE
- TIE LINE
- TRACT BOUNDARY
- EXISTING LOT LINE REMOVED

BASIS OF BEARINGS:

THE MONUMENT LINE BETWEEN MONUMENT NO. 5NW9
AT THE INTERSECTION OF 60TH ST. AND TELEGRAPH
AVE. AND NO. 5NW3 AT THE INTERSECTION OF 61ST
ST. AND TELEGRAPH AVE. TAKEN AS N 07° 22' 10" E,
NAD 27, ZONE 3. DISTANCES SHOWN ARE GROUND
DISTANCES.

REFERENCES:

- (R-1) 10 M 55, ROBERTS & WOLFSKILL TRACT
BEARINGS AND DIMENSIONS SHOWN FOR
BOUNDARY OF LOTS 1 AND 2 OF BLOCK L
WERE DETERMINED BY PROPORTIONING OF
BLOCK USING FIELD LOCATION OF STREET
MONUMENTS.
- (R-2) CITY MONUMENT CARDS ON FILE WITH
THE CITY OF OAKLAND

APN 016-1388-013

SHEET 4 OF 4

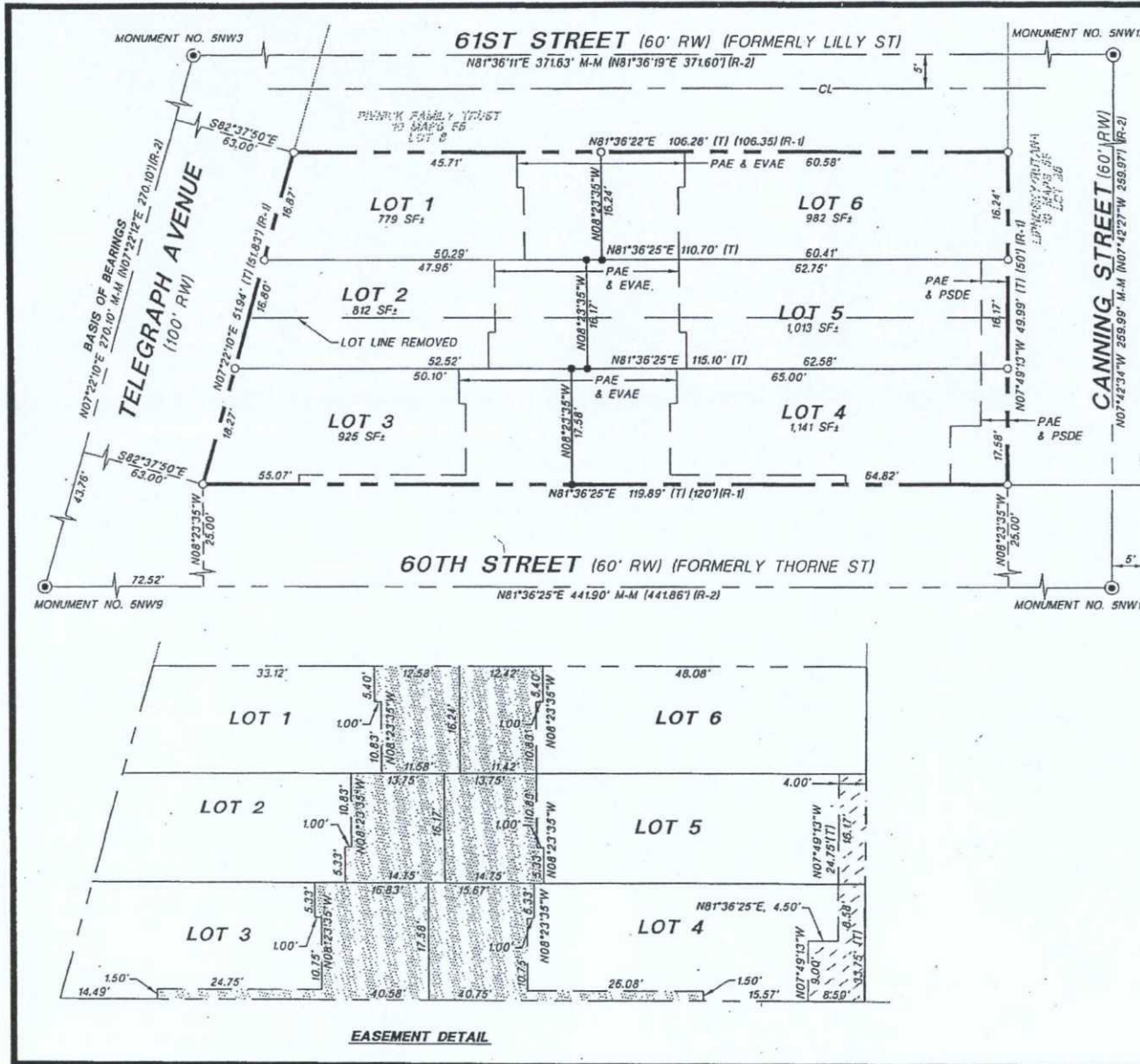


Exhibit B

Recording requested by:

CITY OF OAKLAND

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

Deferred Construction of Public Infrastructure Improvements

486-496 60th Street

Final Map No. 8124

This SUBDIVISION IMPROVEMENT AGREEMENT ("Agreement") is entered into this ____ day of _____, 2014 ("Effective Date"), by and between Telegraph Green LLC (DEVELOPER), a California limited liability company (number 201232410055), and its successors or assigns, affiliated companies or corporations, parent companies or corporations, or partners, and the **City of Oakland (CITY)**, a California municipal corporation, with regard to the following facts and circumstances.

RECITALS

- A. The DEVELOPER is the owner in fee title and subdivider of certain real property located at 486-496 60th Street, City of Oakland, State of California, identified by the Alameda County Assessor as parcel number 016 -1388-013-00.
- B. The DEVELOPER has presented a proposed Final Map to the City, which is identified as Tract Map 8124, that proposes a subdivision of the two lots into six lots lots ("Tract Map").
- C. As a condition precedent to the City's approval of the Parcel Map, the CITY requires construction of public infrastructure improvements within these on-site dedicated rights-of-way and easements and off-site on other 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 PX1300109 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 approval of the proposed Final Map and acceptance of the irrevocable offers of dedication of public right-of-way and easements and acceptance of the permanent maintenance of the required public infrastructure improvements, the parties desire to establish an Agreement binding the DEVELOPER to complete the required improvements pursuant to the terms and conditions set forth herein.

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. Construction of Public Infrastructure Improvements

The DEVELOPER shall construct all required off-site and on-site 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 2, Special Conditions.

2. Special Conditions

The DEVELOPER shall comply with the special conditions as follows:

A. 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 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 required public infrastructure improvements shall conform with the requirements of all CITY Conditions of Approval for the project and the Oakland Municipal Code, including section 15.04.780 and subsections 3304.6 and 3304.11. No work shall be performed on Saturdays or Sundays or holidays nor commence before 8:00 am local time nor be performed after 5:00 pm local time without the written authorization of the City Engineer.

D. Performance standards for the construction of required public infrastructure improvements shall comply with the requirements of Oakland Municipal Code chapter 17.120 and with regional, state, and federal regulations for "Best Management Practices" for erosion and sedimentation control, including a California Construction General Permit with a Storm Water Pollution Prevention Plan (SWPPP - "C6") provided by a Qualified SWPPP Developer (QSD) and monitored by a Qualified SWPPP Practitioner (QSP).

E. In order to safeguard life, public and private property, and to ensure that the work will be carried out in an orderly manner in conformance with all regulations and without creating a public nuisance, the City Engineer may add to, remove, or change these Special Conditions from time to time during the duration of the permit as he or she deems reasonably necessary.

3. Completion of Public Infrastructure Improvements

A. All construction of required public infrastructure improvements 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 2, Special Conditions. Construction shall not be deemed complete until an unconditional Certificate of Completion has been issued by the City Engineer.

B. The City Administrator may extend the time for completion of the required public infrastructure improvements upon demonstration of good cause. Upon consultation with the City Engineer, the City Administrator shall be the sole and final judge as to whether or not good cause has been shown to entitle the DEVELOPER to an extension under this Section 3B.

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.

4. Acceptance of Dedications and Ownership of Public Infrastructure Improvements

Upon unconditional issuance of a Certificate of Completion, all irrevocable offers of dedication of public rights-of-way and public easements will be accepted by the CITY, and all improvements required by this Agreement shall become the sole property of the CITY. The CITY will subsequently accept the permanent maintenance of these improvements as set forth below in Sections 6, Maintenance of Public Infrastructure Improvements, and 7, Guarantee of Workmanship and Warranty of Equipment, Materials, and Expertise.

5. Responsibility for Dedications and Public Infrastructure Improvements

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

6. 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.

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

Until one (1) year has elapsed following the unconditional issuance of the Certificate of Completion, the DEVELOPER warrants that the required public infrastructure improvements, including the equipment and materials provided for the required improvements, are and will be free from defects and guarantees that the construction of the required improvements is and will be free from deficiencies and that the required improvements will perform satisfactorily in accordance with the specifications, plans and applicable CITY standards and performance criteria as specified in *Exhibit A* and set forth above in Section 2, Special Conditions. DEVELOPER further warrants that its design professionals are competent, that their analyses are adequate, and that their designs will meet or exceed the applicable CITY standards and performance criteria as specified in *Exhibit A* and set forth above in Section 2, Special Conditions.

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

8. 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.

9. Payment of Fees and Penalties and Accrued Interest

Prior to issuance of the Certificate of Completion and prior to acceptance by the CITY of the on-site and off-site required public infrastructure improvements for permanent maintenance, 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.

10. Reversion to Acreage

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

11. Property Acquisition

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

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 **\$99,400**, which is the full amount (one-hundred percent) of the City Engineer's total estimated cost for constructing the required on-site and off-site public infrastructure improvements, to secure faithful performance of this Agreement by the DEVELOPER; and

2. **Labor and Materials Bond** in a face amount not less **\$49,700**, which is one-half (fifty percent) of the full amount of the City Engineer's total estimated cost for constructing the required on-site and off-site public infrastructure improvements, to secure payment 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 the public infrastructure permit, the following security shall be presented:

Maintenance Bond in a face amount not less than **\$24,850**, which is one-quarter (twenty-five percent) of the full amount of the City Engineer's total estimated cost for constructing the required on-site and off-site public infrastructure improvements, to secure faithful performance of Sections 6, Maintenance of Public Infrastructure Improvements, and 7, 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. Hold Harmless

- A. 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 on-site and off-site required public infrastructure improvements and regardless of responsibility for negligence. The CITY may elect, in its sole and absolute discretion, to participate in the defense of said Action, and the DEVELOPER shall reimburse the CITY for its reasonable legal costs and attorneys' fees. This indemnification shall survive the termination of this Agreement.
- B. Within ten (10) calendar days of the filing of any Action as specified in subsection A above, the DEVELOPER shall execute a Joint Defense Letter Agreement with the CITY, acceptable to the City Attorney, which memorializes the above obligations. These obligations and the Joint Defense Letter of Agreement shall survive termination, extinguishment or invalidation of this Agreement. Failure to timely execute the Joint Defense Letter Agreement does not relieve the DEVELOPER of any of the obligations contained in this Agreement or other requirements that may be imposed by the CITY.

15. Insurance Required

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. Participation in Benefit Districts

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

17. 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.

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

This Agreement pertains to and runs with the real property included within Final Map No. 8124, which land is expressly agreed to benefit from the privileges granted to DEVELOPER under this Agreement, and binds the beneficiaries, heirs, assigns, and successors in interest of the DEVELOPER.

19. Attachments

The following documents are incorporated into this Agreement by reference:

CITY permits: Public Infrastructure PX1300109 Planning CD12-226
Creek Protection N/A Building N/A
Grading N/A Encroachment N/A

Resolutions: ____ CMS

Subdivision: Final Map No. 8124 Civil Engineer's Estimate of the Cost of Improvements

Insurer: _____ Surety: _____

20. Constructive Notice

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

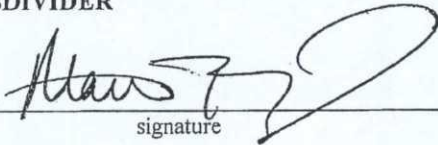
21. Effective Date

This Agreement shall be effective on the Effective Date.

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

SUBDIVIDER

CITY OF OAKLAND


signature

signature

Matt Branagh
name

FRED BALCKWELL
City Administrator

Managing Partner
title

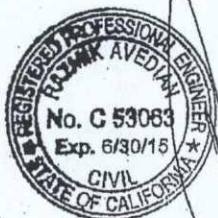
Exhibit A



Project No: 12006-20-0122
Page 1 of 1
February 26, 2014

*Estimate For Bonding Purposes
6000 Telegraph Avenue
Quantity Take-off of Site Improvement Plans
based on the unapproved Improvement Plans
Subdivision 8124, dated November 21, 2013*

Item	Unit	Unit Price	Total Amount
<u>Demolition</u>			
Sawcut Pavement	111 LF	4.00	\$444.00
Remove Concrete Curb & Gutter	53 LF	10.00	\$530.00
Remove Concrete Sidewalk/Driveway	737 SF	10.00	\$7,370.00
<u>Grading</u>			
Mobilization	1 LS	5,000.00	\$5,000.00
Excavation & compaction (including clear & grub)	50 CY	146.00	\$7,300.00
Street Fine Grading	1,370 SF	1.40	\$1,918.00
<u>Storm Drain</u>			
3" HDPE Pipe	38 LF	9.00	\$342.00
<u>Erosion Control</u>			
Straw Wattle	328 LF	1.50	\$492.00
<u>Street Improvements</u>			
Curb and Gutter (Type A)	53 LF	15.00	\$795.00
Concrete Driveway	196 SF	17.00	\$3,332.00
Concrete Sidewalk	279 SF	12.00	\$3,348.00
6" AC Deep Lift	154 SF	138.10	\$21,267.40
Pavers	1,329 SF	25.00	\$33,225.00
<u>Traffic Control</u>			
Traffic Control	1 LS	5,000.00	\$5,000.00
Sub Total			\$90,363.40
10% contingency			\$9,036.34
Grand Total			\$99,399.74
Rounding for bonding purposes:			\$99,400.00



*Razmik Avedian, P.E.
R.C.E. 53063 EXPIRES 6/30/15
P/A Design Resources, Inc.*

2/26/14
Date

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

STATE OF California } ss.:
COUNTY OF Contra Costa } ss.:

On April 2, 2014, before me Treva Clifton, Notary Public
DATE Here Insert Name and Title of the Officer

personally appeared Matthew Branagh

NAME(S) OF SIGNER(S)

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.



Place Notary Seal Above

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.

Treva Clifton
(Signature of Notary)

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: Subdivision Agreement with Oakland CA
Document Date: April 2, 2014 Number of Pages: 9
Signer(s) Other Than Named Above: Fred Balckwell

Capacity(ies) Claimed by Signer(s)

Signer's Name: Matthew Branagh Signer's Name: Fred Balckwell

- | | |
|--|--|
| <input type="checkbox"/> Individual | <input type="checkbox"/> Individual |
| <input checked="" type="checkbox"/> Corporate Officer – Title(s) President, Branagh | <input type="checkbox"/> Corporate Officer – Title(s) |
| Development, Managing Member for Telegraph Green LLC | <input type="checkbox"/> Partner – <input type="checkbox"/> Limited <input type="checkbox"/> General |
| <input type="checkbox"/> Partner – <input type="checkbox"/> Limited <input type="checkbox"/> General | <input type="checkbox"/> Attorney-In-Fact |
| <input type="checkbox"/> Attorney-In-Fact | <input type="checkbox"/> Trustee |
| <input type="checkbox"/> Trustee | <input type="checkbox"/> Guardian or Conservator |
| <input type="checkbox"/> Guardian or Conservator | |

Other: _____

RIGHT THUMBPRINT OF SIGNER
Top of thumb here

Signer is Representing: _____

Other: _____

RIGHT THUMBPRINT OF SIGNER
Top of thumb here

Signer is Representing: _____

2014 MAY 22 PM 3: 32

Councilmember


City Attorney

OAKLAND CITY COUNCIL

Resolution No. _____ C.M.S.

**RESOLUTION APPROVING A SUBDIVISION IMPROVEMENT AGREEMENT
WITH TELEGRAPH GREEN LLC FOR DEFERRED CONSTRUCTION
OF PUBLIC INFRASTRUCTURE IMPROVEMENTS FOR THE FINAL MAP
FOR TRACT NO. 8124 LOCATED AT 486-496 60TH STREET**

WHEREAS, the developer of a residential project, Telegraph Green LLC, a California limited liability company (no. 201232410055) is the Subdivider of a single parcel identified by the Alameda County Assessor as APN 016-1388-01-00, and by the Alameda County Clerk-Recorder as Tract No. 8124, and by the City of Oakland as 486-496 60th Street; and

WHEREAS, the Subdivider has acquired by purchase for valuable consideration the real property comprising Tract No. 8124 through a grant deed, series no. 2013090102 recorded March 8, 2013, by the Alameda County Clerk-Recorder; and

WHEREAS, said single parcel is comprised of two (2) vacant lots, designated as Lot 1 and Lot 2 in Block L on the Map entitled "Map Showing Resubdivision of A Portion of the Roberts and Wolfskill Tract, Oakland Township", recorded by the Alameda County Recorder on August 24, 1889 in Book 10 of maps, Page 55; and

WHEREAS, the Subdivider applied to the City of Oakland for a Tentative Map (TTM8124) to subdivide said platted land into six (6) mini lots comprising Tract No. 8124 for the future construction of single family dwellings and appurtenant infrastructure; and

WHEREAS, the Planning Commission of the City of Oakland approved the environmental determination (exempt), land use entitlement (CD12226), tree removal (T1200061), and Tentative Map for Tract No. 8124 on January 16, 2013, which proposed:

- the subdivision of said two (2) vacant lots through a Final Map into six (6) vacant residential lots for future ownership of newly constructed single family dwellings by private purchasers; and
- the irrevocable offer of dedication to the City of Oakland of a new emergency vehicle access easement; and

WHEREAS, the Secretary of the Planning Commission of the City of Oakland has certified that the Planning Commission approved the Tentative Map for Tract No. 8124, upon which said Final Map is based; and

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

- the Final Map for Tract No. 8124, delineated diagrammatically in *Exhibit A* attached hereto, is substantially the same as the Tentative Map approved by the Planning Commission; and
- the Final Map for Tract No. 8124 complies in all manners with the provisions of the California Government Code (Section 66410, et seq. - Subdivision Map Act), and the City of Oakland's local ordinance (Municipal Code Title 16 - Subdivisions); and

WHEREAS, pursuant to California Business and Professions Code section 6731, the City Engineer has further determined that the Final Map is technically correct and accurately delineates the proposed metes and bounds of the property boundaries separating the proposed six (6) 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 civil engineer, 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. 8124; 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. PX1300109 and the Subdividers' plans and specifications for construction of the required public infrastructure improvements, included by reference with *Exhibit B*; and

WHEREAS, pursuant to Government Code section 66462 and Municipal Code section 16.20.100 as a condition precedent to approval of the Final Map for Tract No. 8124, the Subdivider has executed a Subdivision Improvement Agreement, attached hereto as *Exhibit B*, assuring the timely construction, unconditional warrantee, and prescribed maintenance of all required public infrastructure improvements; and

WHEREAS, pursuant to Government Code section 66499 et seq. and Municipal Code section 16.20.100, the Subdivider has deposited securities in the form of surety bonds, included by reference with *Exhibit B*, and in sufficient amounts, as estimated by the City Engineer, to secure the Subdivider's performance under *Exhibit B* as a

- guarantee that the required public infrastructure improvements will be constructed in accordance with the approved plans and specifications, and as a
- guarantee that the contractor and his subcontractors and all persons renting equipment or furnishing labor and materials will receive full payment, and as a

- warrantee that the required public infrastructure improvements will perform as designed and intended, and as a
- guarantee that the Subdivider will maintain the required public infrastructure improvements for the duration prescribed in the Subdivision Improvement Agreement; and

WHEREAS, that upon City Attorney's approval for form and legal sufficiency of the Subdivision Improvement Agreement and the surety bonds, the City Engineer is authorized to execute the Subdivision Improvement Agreement on behalf of the City of Oakland; and

WHEREAS, the requirements of the California Environmental Quality Act (CEQA), the Guidelines as prescribed by the Secretary of Resources, and the provisions of the Statement of Objectives, Criteria and Procedures for Implementation of the California Environmental Quality Act: City of Oakland, have been satisfied by the certification by the Planning Commission, that the project is exempt from CEQA pursuant to Section 15332 (infill project) and Section 15183 (consistency with an adopted General Plan); now, therefore, be it

RESOLVED: That the Subdivision Improvement Agreement which is required for the approval of the Final Map for Tract No. 8124 complies with the requirements of the California Environmental Quality Act (CEQA); and be it

FURTHER RESOLVED: That the Subdivision Improvement Agreement with Telegraph Green LLC for the Final Map for Tract No. 8124 is hereby approved; and be it

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

FURTHER RESOLVED: That the City Engineer is authorized to cause the fully executed Subdivision Improvement Agreement to be filed concurrently with the fully endorsed Final Map for Tract No. 8124 for recordation by the Alameda County Clerk-Recorder; and be it

FURTHER RESOLVED: That the City Administrator is further authorized, without returning to the City Council, to extend the time period designated in the Subdivision Improvement Agreement for completion of the public infrastructure improvements upon demonstration of good cause; 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, _____, **2014**

PASSED BY THE FOLLOWING VOTE:

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

NOES -

ABSENT -

ABSTENTION -

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

OWNER'S STATEMENT

THE UNDERSIGNED, BEING THE ONLY PARTIES HAVING A RECORD TITLE INTEREST IN THE LANDS DELINEATED AND EMBRACED WITHIN THE EXTERIOR BOUNDARY LINES UPON THE HEREM EMBODIED MAP ENTITLED "TRACT 8124, CITY OF OAKLAND, ALAMEDA COUNTY, CALIFORNIA" THAT IT IS THE OWNER OF SAID LAND AND BY VIRTUE OF THE GRANT DEED RECORDED MARCH 8, 2013 UNDER SERIES NUMBER 2013-090102; THAT IT CONSENTS TO THE PREPARATION OF THIS MAP.

THE AREAS DESIGNATED AS "PRIVATE ACCESS EASEMENT" (PAE) ARE FOR THE USE OF THE OWNERS, AND THEIR HEIRS AND ASSIGNS, OF LOTS 1-6 OF TRACT 8124 AND SHALL BE MAINTAINED BY SAID OWNERS OR THEIR DESIGNEE FOR, BUT NOT LIMITED TO, ACCESS, RECREATION, UTILITIES, INGRESS AND EGRESS AND IS FOR THE USE OF, BUT NOT LIMITED TO, PACIFIC GAS AND ELECTRIC COMPANY, TELEPHONE AND CABLE COMPANIES, AND E.B.M.U.D. FOR ACCESS AND MAINTENANCE OF WORKS IN ACCORDANCE WITH THE C.C. & R.'S THAT GOVERN THIS SUBDIVISION. THE CITY OF OAKLAND IS AN INTENDED THIRD PARTY BENEFICIARY OF THIS EASEMENT AGREEMENT WITH THE RIGHT TO ENFORCE THE RIGHTS AND OBLIGATIONS SET FORTH HERE, AT ITS SOLE DISCRETION. THIS EASEMENT AGREEMENT MAY NOT BE MODIFIED OR TERMINATED WITHOUT THE WRITTEN CONSENT OF THE CITY OF OAKLAND.

THE AREAS DESIGNATED AS "PRIVATE STORM DRAIN EASEMENT" (PSDE) ARE FOR THE USE OF THE OWNERS, AND THEIR HEIRS AND ASSIGNS, OF LOTS 4, 5, & 6 OF TRACT 8124 (AS SHOWN ON THE MAP) FOR USE FOR STORM, FLOOD, AND SURFACE WATER DRAINAGE, INCLUDING ACCESS AND MAINTENANCE OF WORKS, IMPROVEMENTS AND STRUCTURES, WHETHER COVERED OR OPEN, OR THE CLEARING OF OBSTRUCTIONS AND VEGETATION IN ACCORDANCE WITH THE C.C. & R.'S THAT GOVERN THIS SUBDIVISION. THE CITY OF OAKLAND IS AN INTENDED THIRD PARTY BENEFICIARY OF THIS EASEMENT AGREEMENT WITH THE RIGHT TO ENFORCE THE RIGHTS AND OBLIGATIONS SET FORTH HERE, AT ITS SOLE DISCRETION. THIS EASEMENT AGREEMENT MAY NOT BE MODIFIED OR TERMINATED WITHOUT THE WRITTEN CONSENT OF THE CITY OF OAKLAND. NO BUILDING OR STRUCTURE MAY BE PLACED ON SAID EASEMENT.

THE AREAS DESIGNATED AS "EVAE" (EMERGENCY VEHICLE ACCESS EASEMENT) ARE HEREBY OFFERED FOR DEDICATION TO THE PUBLIC FOR ACCESS OF INGRESS AND EGRESS OF PUBLIC SAFETY/EMERGENCY VEHICLES AND PERSONNEL ON AND OVER SAID AREAS. SAID EVAE'S WILL BE MAINTAINED BY TRACT 8124 HOMEOWNER'S ASSOCIATION. THE CITY OF OAKLAND IS AN INTENDED THIRD PARTY BENEFICIARY OF THIS EASEMENT AGREEMENT WITH THE RIGHT TO ENFORCE THE RIGHTS AND OBLIGATIONS SET FORTH HERE, AT ITS SOLE DISCRETION. THE CITY OF OAKLAND SHALL HAVE NO OTHER LIABILITY OR OBLIGATIONS. NO PARKING WILL BE ALLOWED AT ANY TIME TO OBSTRUCT ACCESS OF EMERGENCY VEHICLES OR PERSONNEL. NO STRUCTURE MAY BE PLACED ON SAID EASEMENT.

THIS MAP SHOWS ALL THE EASEMENTS ON THE PREMISES OR OF RECORD.

TELEGRAPH GREEN LLC

BY: _____ DATE: _____
MATTHEW BRANAGH
TITLE: PRESIDENT, BRANAGH DEVELOPMENT INC.
MANAGING MEMBER

OWNER'S ACKNOWLEDGMENT

STATE OF CALIFORNIA
COUNTY OF _____) S.S.

ON THIS _____ DAY OF _____, IN THE YEAR 2014, BEFORE ME, _____ A NOTARY PUBLIC, PERSONALLY APPEARED MATTHEW BRANAGH 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: _____

NAME (PRINTED) _____

EXPIRATION DATE: _____

PRINCIPAL COUNTY OF BUSINESS: _____

BENEFICIARY'S STATEMENT

HERITAGE BANK OF COMMERCE, AS PRESENT BENEFICIARY UNDER THAT CERTAIN DEED OF TRUST, RECORDED DECEMBER 18, 2013, SERIES NO. 2013387045 OFFICIAL RECORDS OF ALAMEDA COUNTY, DOES HEREBY JOIN IN, EXECUTE AND CONSENT TO ALL OFFERS OF DEDICATION, IF ANY, MADE IN THE FOREGOING OWNER'S STATEMENT AND TO THE PREPARTION AND FILING OF THIS MAP.

BENEFICIARY:

HERITAGE BANK OF COMMERCE, BY: _____

BENEFICIARY'S ACKNOWLEDGMENT

STATE OF CALIFORNIA
COUNTY OF _____

ON _____ BEFORE ME, _____
A NOTARY PUBLIC, PERSONALLY APPEARED

WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE/SHE/THEY EXECUTED THE SAME IN HIS/HER/THEIR AUTHORIZED CAPACITY(IES), AND 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:

SIGNATURE: _____

NAME (TYPED OR PRINTED), NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE.

PRINCIPAL COUNTY OF BUSINESS: _____

COMMISSION EXPIRES: _____

COMMISSION NO. OF NOTARY: _____

TRACT 8124

A SUBDIVISION OF LOT 1 AND 2 IN BLOCK L OF A MAP SHOWING A RESUBDIVISION OF A PORTION OF ROBERTS & WOLFSKILL TRACT AS RECORDED IN BOOK 10 OF MAPS, PAGE 55 CITY OF OAKLAND ALAMEDA COUNTY, CALIFORNIA



3021 Citrus Circle, Suite 150
Walnut Creek, California 94598-2635 TEL (925) 210-9300

MARCH, 2014

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 CHECKED BELOW, THAT:

I) 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.

I) 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 _____, 201_____.

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

BY: _____
DEPUTY COUNTY CLERK

RECORDER'S STATEMENT

FILED FOR RECORD THIS _____ DAY OF _____, 201_____, AT _____ M. IN BOOK _____ OF MAPS, AT PAGES _____, AT THE REQUEST OF CHICAGO TITLE COMPANY IN THE OFFICE OF THE COUNTY RECORDER OF THE COUNTY OF ALAMEDA, STATE OF CALIFORNIA.

PATRICK O'CONNELL
COUNTY RECORDER IN AND FOR THE COUNTY
OF ALAMEDA, STATE OF CALIFORNIA

OWNER'S ADDRESS

TELEGRAPH GREEN LLC
100 SCHOOL STREET
DANVILLE, CA 94526-3824

BY: _____
DEPUTY COUNTY RECORDER

APN: 016-1388-013

SHEET 1 OF 4

Exhibit A

CITY ENGINEER'S STATEMENT:

I, MIKE NEARY, CITY ENGINEER, HAVING BEEN AUTHORIZED TO PERFORM THE FUNCTIONS OF THE CITY ENGINEER OF THE CITY OF OAKLAND, COUNTY OF ALAMEDA, STATE OF CALIFORNIA, FOR THE PURPOSE OF REVIEWING SUBDIVISION MAPS, DO HEREBY CERTIFY THAT I HAVE EXAMINED THE HERON EMBODIED MAP ENTITLED "TRACT 8124, CITY OF OAKLAND, ALAMEDA COUNTY, CALIFORNIA;" THAT THE SUBDIVISION AS SHOWN UPON SAID MAP IS SUBSTANTIALLY THE SAME AS THAT APPEARING ON THE TENTATIVE MAP AND ANY APPROVED ALTERATIONS THEREOF; THAT SAID MAP COMPLIES WITH ALL PROVISIONS OF THE SUBDIVISION MAP ACT OF THE GOVERNMENT CODE AND THE LOCAL ORDINANCES APPLICABLE AT THE TIME OF THE TENTATIVE MAP.

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

MIKE NEARY, R.C.E. 38547
CITY ENGINEER
CITY OF OAKLAND, ALAMEDA COUNTY
STATE OF CALIFORNIA
LICENSE EXPIRES: 03/31/2015



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 MAP ENTITLED "TRACT 8124, CITY OF OAKLAND, ALAMEDA COUNTY, CALIFORNIA;" I AM SATISFIED THAT THE MAP IS TECHNICALLY CORRECT.

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

GILBERT E. HAYES P.L.S. NO. 4700
CITY SURVEYOR
CITY OF OAKLAND, ALAMEDA COUNTY
STATE OF CALIFORNIA
LICENSE EXPIRES 09/30/2015



PLANNING DIRECTOR'S STATEMENT

THIS MAP IS BASED ON A TENTATIVE TRACT MAP 8124 APPROVED BY THE CITY PLANNING COMMISSION OF THE CITY OF OAKLAND AT THEIR MEETING ON JANUARY 16, 2013, AND WHEN RECORDED THIS MAP BECOMES THE OFFICIAL MAP OF THE LAND DIVISION.
DATED THIS _____ DAY OF _____ 2014.

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

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 8124" 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 AREAS DESIGNATED AS EVAE HEREIN DEDICATED IN ACCORDANCE WITH SECTION 16.12.080 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

SURVEYOR'S STATEMENT

THIS MAP WAS PREPARED BY ME OR UNDER BY 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 MATT BRANAGH IN DECEMBER 2012. I HEREBY STATE THAT THIS MAP SUBSTANTIALLY CONFORMS TO THE APPROVED OR CONDITIONALLY APPROVED TENTATIVE MAP IF ANY.

MONUMENTS SHOWN HEREON WILL BE SET ON OR BEFORE DECEMBER 31, 2015, AND SAID MONUMENTS ARE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED, AND THAT THE GROSS AREA WITHIN THE SUBDIVISION IS 5,653 SQUARE FEET, MORE OR LESS.



MARK E. WOODS, R.C.E. 29851 DATE _____
LICENSE EXPIRES 03/31/2015

TRACT 8124

A SUBDIVISION OF LOT 1 AND 2 IN BLOCK L OF A
MAP SHOWING A RESUBDIVISION OF A PORTION
OF ROBERTS & WOLFSKILL TRACT
AS RECORDED IN BOOK 10 OF MAPS, PAGE 55
CITY OF OAKLAND
ALAMEDA COUNTY, CALIFORNIA



3021 Citrus Circle, Suite 150
Walnut Creek, California 94598-2635 TEL (925) 210-9300

MARCH, 2014

TRACT 8124

A SUBDIVISION OF LOT 1 AND 2 IN BLOCK L OF A
MAP SHOWING A RESUBDIVISION OF A PORTION
OF ROBERTS & WOLFSKILL TRACT
AS RECORDED IN BOOK 10 OF MAPS, PAGE 55
CITY OF OAKLAND
ALAMEDA COUNTY, CALIFORNIA

PA Design Resources, Inc.
Planning • Engineering • Surveying

3021 Citrus Circle, Suite 150
Walnut Creek, California 94598-2635 TEL (925) 210-9300

SCALE: 1" = 20' MARCH, 2014



LEGEND:

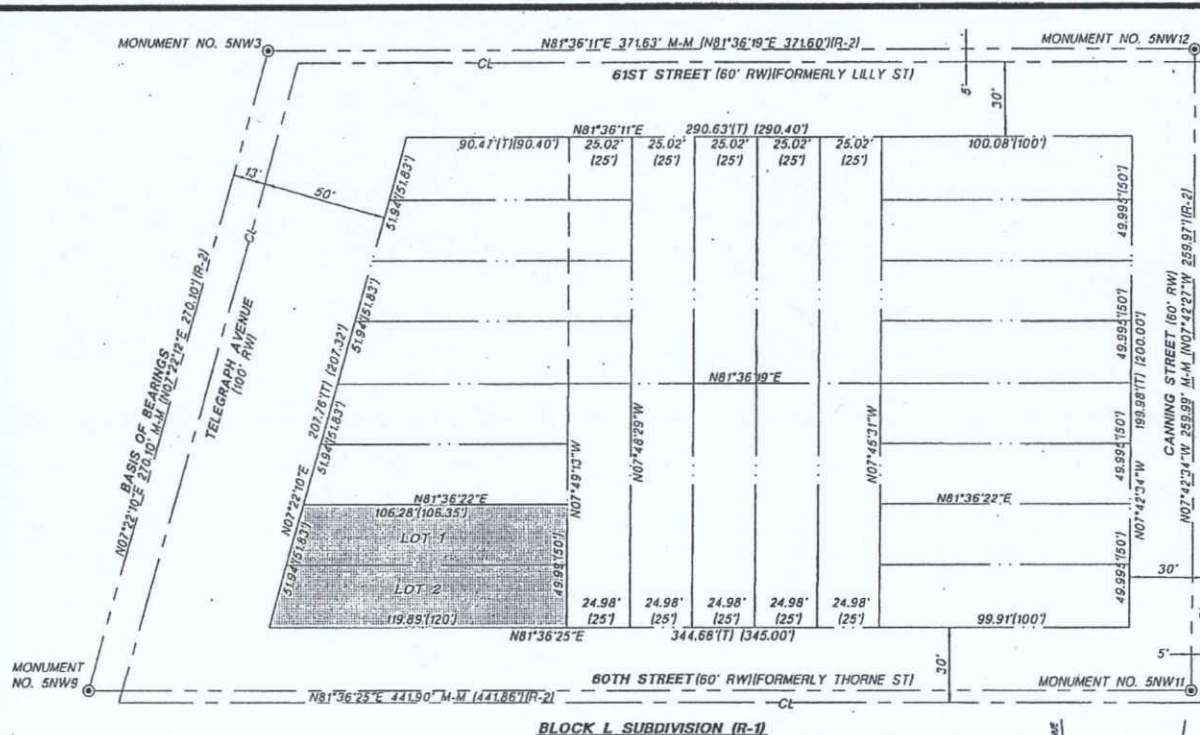
- SET 3/8" REBAR AND CAP R.C.E. 29851
- SET NAIL AND TAG R.C.E. 29851
- ⊙ FOUND STREET MONUMENT
- () DENOTES RECORD
- (IT) TOTAL DISTANCE
- CL CENTERLINE
- M-M MONUMENT TO MONUMENT DISTANCE
- EVAE EMERGENCY VEHICLE ACCESS EASEMENT
- PAE PRIVATE ACCESS AND UTILITY EASEMENT
- PSDE PRIVATE STORM DRAIN EASEMENT
- RW RIGHT OF WAY
- SF SQUARE FEET
- PROPERTY/RIGHT OF WAY LINE
- CENTERLINE
- MONUMENT LINE
- TIE LINE
- TRACT BOUNDARY
- BLOCK L PROPERTY LINES

BASIS OF BEARINGS:

THE MONUMENT LINE BETWEEN MONUMENT NO. 5NW9 AT THE INTERSECTION OF 60TH ST. AND TELEGRAPH AVE. AND NO. 5NW3 AT THE INTERSECTION OF 61ST ST. AND TELEGRAPH AVE. TAKEN AS N 07° 22' 10" E, NAD 27, ZONE 3. DISTANCES SHOWN ARE GROUND DISTANCES.

REFERENCES:

- (R-1) 10 M 55, ROBERTS & WOLFSKILL TRACT BEARINGS AND DIMENSIONS SHOWN FOR BOUNDARY OF LOTS 1 AND 2 OF BLOCK L WERE DETERMINED BY PROPORTIONING OF BLOCK USING FIELD LOCATION OF STREET MONUMENTS.
- (R-2) CITY MONUMENT CARDS ON FILE WITH THE CITY OF OAKLAND



VICINITY MAP
N.T.S.

APR 016-1388-D13

SHEET 3 OF 4

TRACT 8124

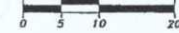
A SUBDIVISION OF LOT 1 AND 2 IN BLOCK L OF A MAP SHOWING A RESUBDIVISION OF A PORTION OF ROBERTS & WOLFSKILL TRACT AS RECORDED IN BOOK 10 OF MAPS, PAGE 55 CITY OF OAKLAND ALAMEDA COUNTY, CALIFORNIA

PA Design Resources, Inc.
 Planning • Engineering • Surveying

3021 Citrus Circle, Suite 150
 Walnut Creek, California 94598-2635 TEL (925) 210-9300

SCALE: 1" = 10'

MARCH, 2014



LEGEND:

- SET 3/4" REBAR AND CAP R.C.E. 29851
- SET NAIL AND TAG R.C.E. 29851
- FOUND STREET MONUMENT
- () DENOTES RECORD
- (IT) TOTAL DISTANCE
- CL CENTERLINE
- M-M MONUMENT TO MONUMENT DISTANCE
- EVAE EMERGENCY VEHICLE ACCESS EASEMENT
- PAE PRIVATE ACCESS AND UTILITY EASEMENT
- PSDE PRIVATE STORM DRAIN EASEMENT
- RW RIGHT OF WAY
- SF SQUARE FEET
- PROPERTY/RIGHT OF WAY LINE
- CENTERLINE
- MONUMENT LINE
- TIE LINE
- TRACT BOUNDARY
- EXISTING LOT LINE REMOVED

BASIS OF BEARINGS:

THE MONUMENT LINE BETWEEN MONUMENT NO. 5NW9 AT THE INTERSECTION OF 60TH ST. AND TELEGRAPH AVE. AND NO. 5NW3 AT THE INTERSECTION OF 61ST ST. AND TELEGRAPH AVE. TAKEN AS N 07° 22' 10" E, NAD 27, ZONE 3. DISTANCES SHOWN ARE GROUND DISTANCES.

REFERENCES:

- (R-1) 10 M 55, ROBERTS & WOLFSKILL TRACT BEARINGS AND DIMENSIONS SHOWN FOR BOUNDARY OF LOTS 1 AND 2 OF BLOCK L WERE DETERMINED BY PROPORTIONING OF BLOCK USING FIELD LOCATION OF STREET MONUMENTS.
- (R-2) CITY MONUMENT CARDS ON FILE WITH THE CITY OF OAKLAND

APN: 016-1388-013

SHEET 4 OF 4

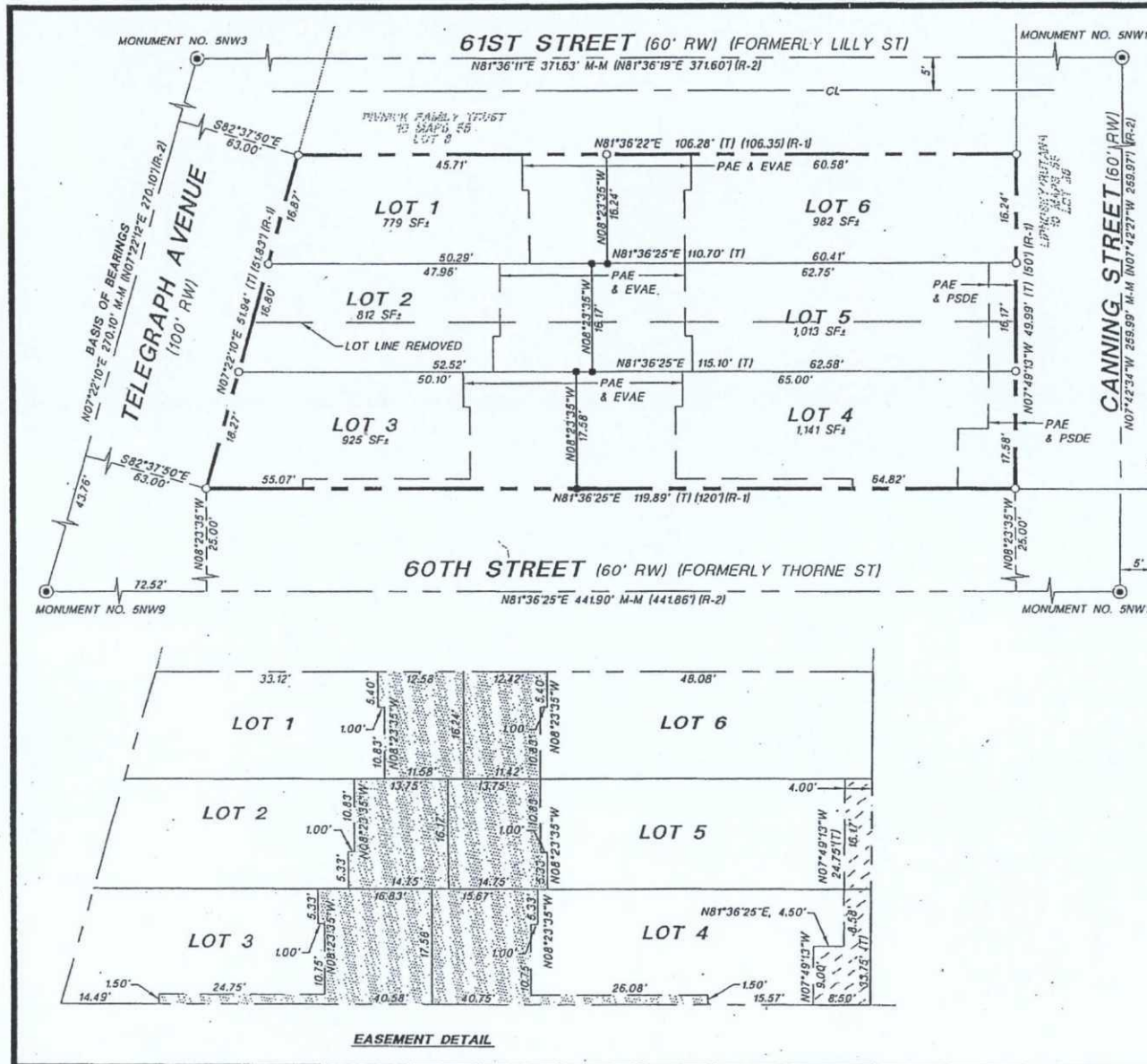


Exhibit B

Recording requested by:

CITY OF OAKLAND

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

Deferred Construction of Public Infrastructure Improvements

486-496 60th Street

Final Map No. 8124

This SUBDIVISION IMPROVEMENT AGREEMENT ("Agreement") is entered into this ____ day of _____, 2014 ("Effective Date"), by and between Telegraph Green LLC (DEVELOPER), a California limited liability company (number 201232410055), and its successors or assigns, affiliated companies or corporations, parent companies or corporations, or partners, and the **City of Oakland** (CITY), a California municipal corporation, with regard to the following facts and circumstances.

RECITALS

- A. The DEVELOPER is the owner in fee title and subdivider of certain real property located at 486-496 60th Street, City of Oakland, State of California, identified by the Alameda County Assessor as parcel number 016 -1388-013-00.
- B. The DEVELOPER has presented a proposed Final Map to the City, which is identified as Tract Map 8124, that proposes a subdivision of the two lots into six lots lots ("Tract Map").
- C. As a condition precedent to the City's approval of the Parcel Map, the CITY requires construction of public infrastructure improvements within these on-site dedicated rights-of-way and easements and off-site on other 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 PX1300109 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 approval of the proposed Final Map and acceptance of the irrevocable offers of dedication of public right-of-way and easements and acceptance of the permanent maintenance of the required public infrastructure improvements, the parties desire to establish an Agreement binding the DEVELOPER to complete the required improvements pursuant to the terms and conditions set forth herein.

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. Construction of Public Infrastructure Improvements

The DEVELOPER shall construct all required off-site and on-site 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 2, Special Conditions.

2. Special Conditions

The DEVELOPER shall comply with the special conditions as follows:

A. 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 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 required public infrastructure improvements shall conform with the requirements of all CITY Conditions of Approval for the project and the Oakland Municipal Code, including section 15.04.780 and subsections 3304.6 and 3304.11. No work shall be performed on Saturdays or Sundays or holidays nor commence before 8:00 am local time nor be performed after 5:00 pm local time without the written authorization of the City Engineer.

D. Performance standards for the construction of required public infrastructure improvements shall comply with the requirements of Oakland Municipal Code chapter 17.120 and with regional, state, and federal regulations for "Best Management Practices" for erosion and sedimentation control, including a California Construction General Permit with a Storm Water Pollution Prevention Plan (SWPPP - "C6") provided by a Qualified SWPPP Developer (QSD) and monitored by a Qualified SWPPP Practitioner (QSP).

E. In order to safeguard life, public and private property, and to ensure that the work will be carried out in an orderly manner in conformance with all regulations and without creating a public nuisance, the City Engineer may add to, remove, or change these Special Conditions from time to time during the duration of the permit as he or she deems reasonably necessary.

3. Completion of Public Infrastructure Improvements

A. All construction of required public infrastructure improvements 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 2, Special Conditions. Construction shall not be deemed complete until an unconditional Certificate of Completion has been issued by the City Engineer.

B. The City Administrator may extend the time for completion of the required public infrastructure improvements upon demonstration of good cause. Upon consultation with the City Engineer, the City Administrator shall be the sole and final judge as to whether or not good cause has been shown to entitle the DEVELOPER to an extension under this Section 3B.

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.

4. Acceptance of Dedications and Ownership of Public Infrastructure Improvements

Upon unconditional issuance of a Certificate of Completion, all irrevocable offers of dedication of public rights-of-way and public easements will be accepted by the CITY, and all improvements required by this Agreement shall become the sole property of the CITY. The CITY will subsequently accept the permanent maintenance of these improvements as set forth below in Sections 6, Maintenance of Public Infrastructure Improvements, and 7, Guarantee of Workmanship and Warranty of Equipment, Materials, and Expertise.

5. Responsibility for Dedications and Public Infrastructure Improvements

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

6. 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.

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

Until one (1) year has elapsed following the unconditional issuance of the Certificate of Completion, the DEVELOPER warrants that the required public infrastructure improvements, including the equipment and materials provided for the required improvements, are and will be free from defects and guarantees that the construction of the required improvements is and will be free from deficiencies and that the required improvements will perform satisfactorily in accordance with the specifications, plans and applicable CITY standards and performance criteria as specified in *Exhibit A* and set forth above in Section 2, Special Conditions. DEVELOPER further warrants that its design professionals are competent, that their analyses are adequate, and that their designs will meet or exceed the applicable CITY standards and performance criteria as specified in *Exhibit A* and set forth above in Section 2, 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.

8. 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.

9. Payment of Fees and Penalties and Accrued Interest

Prior to issuance of the Certificate of Completion and prior to acceptance by the CITY of the on-site and off-site required public infrastructure improvements for permanent maintenance, 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.

10. Reversion to Acreage

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

11. Property Acquisition

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

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 **\$99,400**, which is the full amount (one-hundred percent) of the City Engineer's total estimated cost for constructing the required on-site and off-site public infrastructure improvements, to secure faithful performance of this Agreement by the DEVELOPER; and

2. **Labor and Materials Bond** in a face amount not less **\$49,700**, which is one-half (fifty percent) of the full amount of the City Engineer's total estimated cost for constructing the required on-site and off-site public infrastructure improvements, to secure payment 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 the public infrastructure permit, the following security shall be presented:

Maintenance Bond in a face amount not less than \$24,850, which is one-quarter (twenty-five percent) of the full amount of the City Engineer's total estimated cost for constructing the required on-site and off-site public infrastructure improvements, to secure faithful performance of Sections 6, Maintenance of Public Infrastructure Improvements, and 7, 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. Hold Harmless

- A. 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 on-site and off-site required public infrastructure improvements and regardless of responsibility for negligence. The CITY may elect, in its sole and absolute discretion, to participate in the defense of said Action, and the DEVELOPER shall reimburse the CITY for its reasonable legal costs and attorneys' fees. This indemnification shall survive the termination of this Agreement.
- B. Within ten (10) calendar days of the filing of any Action as specified in subsection A above, the DEVELOPER shall execute a Joint Defense Letter Agreement with the CITY, acceptable to the City Attorney, which memorializes the above obligations. These obligations and the Joint Defense Letter of Agreement shall survive termination, extinguishment or invalidation of this Agreement. Failure to timely execute the Joint Defense Letter Agreement does not relieve the DEVELOPER of any of the obligations contained in this Agreement or other requirements that may be imposed by the CITY.

15. Insurance Required

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. Participation in Benefit Districts

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

17. 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.

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

This Agreement pertains to and runs with the real property included within Final Map No. 8124, which land is expressly agreed to benefit from the privileges granted to DEVELOPER under this Agreement, and binds the beneficiaries, heirs, assigns, and successors in interest of the DEVELOPER.

19. Attachments

The following documents are incorporated into this Agreement by reference:

CITY permits: Public Infrastructure PX1300109 Planning CD12-226
Creek Protection N/A Building N/A
Grading N/A Encroachment N/A

Resolutions: ____ CMS

Subdivision: Final Map No. 8124 Civil Engineer's Estimate of the Cost of Improvements

Insurer: _____ Surety: _____

20. Constructive Notice

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

21. Effective Date

This Agreement shall be effective on the Effective Date.

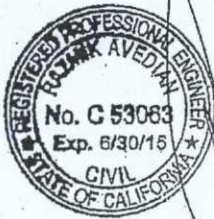
Exhibit A



Project No: 12006-20-0122
Page 1 of 1
February 26, 2014

*Estimate For Bonding Purposes
6000 Telegraph Avenue
Quantity Take-off of Site Improvement Plans
based on the unapproved Improvement Plans
Subdivision 8124, dated November 21, 2013*

Item	Unit	Unit Price	Total Amount
Demolition			
Sawcut Pavement	111 LF	4.00	\$444.00
Remove Concrete Curb & Gutter	53 LF	10.00	\$530.00
Remove Concrete Sidewalk/Driveway	737 SF	10.00	\$7,370.00
Grading			
Mobilization	1 LS	5,000.00	\$5,000.00
Excavation & compaction (including clear & grub)	50 CY	146.00	\$7,300.00
Street Fine Grading	1,370 SF	1.40	\$1,918.00
Storm Drain			
3" HDPE Pipe	38 LF	9.00	\$342.00
Erosion Control			
Straw Wattle	328 LF	1.50	\$492.00
Street Improvements			
Curb and Gutter (Type A)	53 LF	15.00	\$795.00
Concrete Driveway	196 SF	17.00	\$3,332.00
Concrete Sidewalk	279 SF	12.00	\$3,348.00
6" AC Deep Lift	154 SF	138.10	\$21,267.40
Pavers	1,329 SF	25.00	\$33,225.00
Traffic Control			
Traffic Control	1 LS	5,000.00	\$5,000.00
Sub Total			\$90,363.40
10% contingency			\$9,036.34
Grand Total			\$99,399.74
Rounding for bonding purposes:			\$99,400.00



*Razmik Avedian, P.E.
R.C.E. 53063 EXPIRES 6/30/15
P/A Design Resources, Inc.*

2/26/14
Date

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

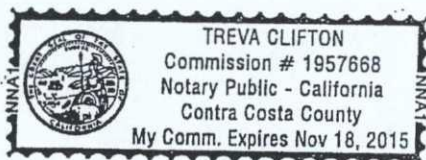
STATE OF California } ss.:
COUNTY OF Contra Costa } ss.:

On April 2, 2014, before me Treva Clifton, Notary Public
DATE Here Insert Name and Title of the Officer

personally appeared Matthew Branagh

NAME(S) OF SIGNER(S)

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.



Place Notary Seal Above

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.

Treva Clifton
(Signature of Notary)

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: Subdivision Agreement with Oakland CA
Document Date: April 2, 2014 Number of Pages: 9
Signer(s) Other Than Named Above: Fred Balckwell

Capacity(ies) Claimed by Signer(s)

Signer's Name: Matthew Branagh Signer's Name: Fred Balckwell

- Individual
Corporate Officer - Title(s) President, Branagh
Development, Managing Member for Telegraph Green LLC
Partner - Limited General
Attorney-In-Fact
Trustee
Guardian or Conservator

- Individual
Corporate Officer - Title(s)
Partner - Limited General
Attorney-In-Fact
Trustee
Guardian or Conservator

Other:



Signer is Representing:

Other:



Signer is Representing: