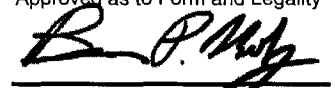


FILED
OFFICE OF THE CITY CLERK
OAKLAND

22 JUL -7 PM 5:54

Approved as to Form and Legality


Office of the City Attorney

OAKLAND CITY COUNCIL

RESOLUTION NO. 89324 C.M.S.

RESOLUTION CONDITIONALLY APPROVING A FINAL MAP FOR TRACT NO. 8320 (PHASE 1), LOCATED AT 8750 MOUNTAIN BOULEVARD (OAK KNOLL PROJECT PHASE 1) FOR A NINETEEN PARCEL SUBDIVISION AS PART OF PROPERTY OWNED BY OAK KNOLL VENTURE ACQUISITION, LLC; AND MAKING APPROPRIATE CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA) FINDINGS

WHEREAS, Oak Knoll Venture Acquisition, LLC, a Delaware limited liability company (“Subdivider”), is the Subdivider of the property at 8750 Mountain Boulevard identified by the Alameda County Assessor as APN 043A-4675-003-23, and by the Alameda County Clerk-Recorder as Tract No. 8320, and by the City of Oakland as 8750 Mountain Boulevard; and

WHEREAS, the Subdivider has acquired by purchase for valuable consideration the real property comprising Tract No. 8320 through a grant deed, series no. 2014117035, recorded May 9, 2014, and grant deed, series no. 2017017623, recorded January 24, 2017, by the Alameda County Clerk-Recorder; and

WHEREAS, Subdivider prepared for City Council consideration the Oak Knoll Mixed-Use Community Plan Project that provides for the development of 918 residential units, over 84 acres of parks and open space and over 72,000 square feet of neighborhood serving commercial space within the approximately 183-acre site, and submitted development applications for: a General Plan Amendment; Rezoning; a Preliminary Planned Unit Development Permit for the entire project; a Final Development Plan for Master Developer Site Improvements, a Final Development Plan for Club Knoll Relocation and Rehabilitation, a Vesting Tentative Tract Map (TTM 8320), a Conditional Use Permit for Shared Access Facilities, a Creek Permit, and a Tree Removal Permit (“Project”); and

WHEREAS, the Subdivider specifically applied to the City for a Vesting Tentative Tract Map (TTM 8320) (“Tract Map No. 8320”) to subdivide said platted land, which proposed:

- Subdivision of existing lot into nineteen (19) parcels; and
- The nineteen (19) parcels are to consist of commercial space, open space, community parks, Rifle Range Creek, public right-of-way, single-family residences and condominiums; and
- A maximum of 346 dwelling units for Phase 1 of the Project (“Tract Map No. 8320 (Phase 1)”; and
- Public access easements and public utility easements; and

WHEREAS, on November 7, 2017, the City Council approved the Vesting Tentative Tract Map for Tract No. 8320 and the land use entitlements (PLN15378), and certified the Supplemental Environmental Impact Report (SEIR) for the Project; and

WHEREAS, the Subdivider has presented a Final Map to the City, identified as Tract Map No. 8320 (Phase 1), which proposes the subdivision of nineteen (19) developable parcels, identified as Parcels 4, 5, 6, 7 (Lots 170-196, AA, and Street "A", "B"), 9 (Lots 197-231), 10 (Lots 232-233, 235-255), 11, 12, 19, 23, 24, A, B, G, H, L, M, N, S. Parcel 5 is designated for commercial purposes, and Parcels 4, 6, 11, 12, 19, 23, and 24 are designated for condominiums. Parcels 7, 9, and 10 are designated for single family residential, and Parcels 7 and M are for public street and utility purposes. The remaining parcels are for open space, creek, or community parkland; and

WHEREAS, the City Clerk has certified that the City Council approved the Vesting Tentative Tract Map for Tract No. 8320 (Phase 1), upon which said Phase 1 Final Map is based; and

WHEREAS, the City Engineer of the City of Oakland has examined the Final Map and determined that:

- the subdivision as shown on the Final Map for Tract No. 8320 (Phase 1), delineated diagrammatically in *Exhibit A* attached hereto and incorporated herein, is substantially the same as it appeared on the approved Tract Map No. 8320, which created developable Parcels 4, 5, 6, 7 (Lots 170-196, AA, and Street "A", "B"), 9 (Lots 197-231), 10 (Lots 232-233, 235-255), 11, 12, 19, 23, 24, A, B, G, H, L, M, N, and S.; and
- the Final Map for Tract No. 8320 (Phase 1) complies in all manners with the provisions of California Government Code sections 66410 et seq. (Subdivision Map Act) and the City of Oakland's local subdivision ordinance (Oakland Municipal Code, Title 16 - Subdivisions); and

WHEREAS, pursuant to California Business and Professions Code section 6731, the City 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 nineteen (19) lots, the limits of which have been established by a field boundary survey performed by a competent Land Surveyor, who is licensed by the State of California to practice land surveying, and can be re-established from the monuments, property corners, radii, bearings, and distances shown on the Final Map for Tract No. 8320 (Phase 1); 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 in the public right of way; and

WHEREAS, the City Engineer has approved Infrastructure Permit No. PX1700067, recorded P-Job agreement at Alameda County, document number 2019247294, and the Subdivider's plans and specifications for construction of the required public infrastructure

improvements and infrastructure within private property common to subdivided lots known as private-public improvements, attached hereto as *Exhibit A* and incorporated herein; and

WHEREAS, through a separate companion Resolution, staff is seeking authorization from the City Council for the City Administrator to enter into a Subdivision Improvement Agreement (“SIA”) with the Subdivider pursuant to Government Code section 66462 and Oakland Municipal Code section 16.20.100, as a condition precedent to approval of the Final Map for Tract No. 8320 (Phase 1), to assure 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 Oakland Municipal Code section 16.20.100, the Subdivider has deposited adequate security in the form of surety bonds to secure the Subdivider’s performance of the required public infrastructure improvements identified in the SIA; and

WHEREAS, the City’s approval of a final subdivision map is a ministerial action that is exempt from the requirements of CEQA pursuant to Public Resources Code section 21080(b)(1) and CEQA Guidelines section 15268, which each provide, on a separate and independent basis and when viewed collectively, an overall basis for CEQA clearance; now, therefore, be it

RESOLVED: That the Final Map for Tract No. 8320 (Phase 1) conforms to all the requirements in Government Code sections 66410 et seq. (Subdivision Map Act), Title 16 of the Oakland Municipal Code, and CEQA, and is hereby conditionally approved; and be it

FURTHER RESOLVED: That the approval of the Final Map is conditioned upon completion of public infrastructure improvements and private common access roadways and utilities that are required to service the public or the individual parcels, as required by the SIA; and be it

FURTHER RESOLVED: That the hereinabove conditions shall be binding upon the Subdivider and its successors or assigns, affiliated companies or corporations, parent companies or corporations, or partners; and be it

FURTHER RESOLVED: That the successive owners, Homeowners Association (“HOA”), the Community Facilities District (“CFD”), and/or the Geologic Hazard Abatement District (“GHAD”) shall be responsible, as set forth in the Project’s approval documents, for the maintenance in perpetuity of all infrastructure improvements within the areas common to parcels for required access and utilities required excepting from said responsibility infrastructure improvements that are otherwise regulated by California Public Utilities Commission; and be it

FURTHER RESOLVED: That failure by the Subdivider to comply in all aspects with the SIA shall void approval of the Final Map and shall result in reversion to acreage to the original parcel(s) comprising Tract No. 8320; and be it

FURTHER RESOLVED: That the City Engineer is hereby authorized to endorse the Final Map for Tract No. 8320 (Phase 1); 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. 8320 (Phase 1) 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. 8320 (Phase 1) to be filed with the Alameda County Clerk-Recorder for recordation; and be it

FURTHER RESOLVED: That the City's approval of Tract No. 8320 (Phase 1) is a ministerial action that is exempt from the requirements of CEQA pursuant to Public Resources Code section 21080(b)(1) and CEQA Guidelines section 15268, which each provide, on a separate and independent basis and when viewed collectively, an overall basis for CEQA clearance; and be it

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

IN COUNCIL, OAKLAND, CALIFORNIA, JUL 19 2022

PASSED BY THE FOLLOWING VOTE:

AYES - ~~MM~~ GALLO, KALB, KAPLAN, REID, TAYLOR, THAO AND
PRESIDENT FORTUNATO BAS - 6

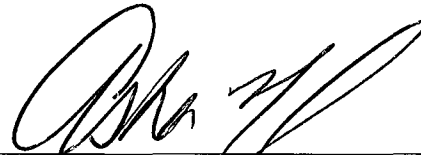
NOES - 0

ABSENT - 0

ABSTENTION - 0

2 Excused - Fife & Kapla

ATTEST:



ASHA REED

City Clerk and Clerk of the Council of the
City of Oakland, California

Exhibit A: Final Tract Map No. 8320.

Exhibit B: Subdivision Improvement Agreement and Public Infrastructure Improvements.

OWNER'S STATEMENT

THE UNDERSIGNED, OAK KNOLL VENTURE ACQUISITION, LLC, A DELAWARE LIMITED LIABILITY COMPANY, HEREBY STATES THAT IT IS THE OWNER OF ALL THE LANDS DELINEATED AND EMBRACED WITH THE EXTERIOR BOUNDARY LINES ON THE HEREIN EMBODIED MAP ENTITLED "TRACT 8320", THAT SAID OWNER ACQUIRED TITLE TO SAID LAND BY VIRTUE OF THAT CERTAIN GRANT DEED RECORDED MAY 9, 2014 UNDER RECORDER'S SERIES NO. 2014117035, AND THAT CERTAIN GRANT DEED RECORDED JANUARY 24, 2017, UNDER SERIES NO. 2017017623, IN THE OFFICIAL RECORDS OF ALAMEDA COUNTY, STATE OF CALIFORNIA; THAT IT CONSENTS TO THE PREPARATION AND FILING OF THIS MAP.

SAID OWNER HEREBY IRREVOCABLY OFFERS FOR DEDICATION TO THE CITY OF OAKLAND FOREVER, AN EMERGENCY VEHICLE ACCESS EASEMENT (E.V.A.E.) WITH THE PUBLIC RIGHT OF INGRESS AND EGRESS UPON AND OVER THOSE AREAS OR STRIPS OF LAND LYING WITHIN THE LOT LINES OF THIS MAP LABELED PARCEL A AND PARCEL R; AND THAT SAID AREAS OR STRIPS OF LAND SHALL BE KEPT OPEN AND FREE FROM ABOVE GROUND BUILDINGS AND STRUCTURES OF ANY KIND EXCEPT APPLICABLE UTILITY STRUCTURES AND APPURTENANCES, LANDSCAPING AND TREES, IRRIGATION SYSTEMS AND APPURTENANCES, AND LAWFUL FENCES.

SAID OWNER ALSO IRREVOCABLY OFFERS TO DEDICATE, FOR PUBLIC USE: ACCESS, RECREATION, PARKS AND OPEN SPACE FACILITIES, TRAILS, UTILITIES, DRAINAGE, INGRESS AND EGRESS AND THE CONSTRUCTION AND MAINTENANCE OF LANDSCAPING; THE PARCELS OF LAND LYING WITHIN THE LOT LINES OF THIS MAP LABELED PARCEL A, PARCEL G, PARCEL H, PARCEL L, PARCEL M, AND PARCEL N.

SAID OWNER ALSO IRREVOCABLY OFFERS TO DEDICATE PUBLIC ACCESS EASEMENTS FOR THE PURPOSE OF RIGHT OF WAY FOR ANY AND ALL PUBLIC USES TO THE CITY OF OAKLAND LIMITED TO THE AREAS DELINEATED HEREIN AND DESIGNATED AS "P.A.E. A" (PUBLIC ACCESS EASEMENT) UPON AND OVER THOSE AREAS OR STRIPS OF LAND LYING WITHIN THE LOT LINES OF THIS MAP LABELED AS PARCEL A AND PARCEL R.

SAID OWNER ALSO IRREVOCABLY OFFERS TO DEDICATE A PUBLIC ACCESS EASEMENT FOR THE PURPOSE OF PUBLIC RIGHT OF PEDESTRIAN INGRESS AND EGRESS TO THE CITY OF OAKLAND LIMITED TO THOSE STRIPS OF LAND DELINEATED HEREIN AND DESIGNATED AS "P.A.E. B" (PUBLIC ACCESS EASEMENT) UPON AND OVER THOSE AREAS OR STRIPS OF LAND LYING WITHIN THE LOT LINES OF THIS MAP LABELED AS PARCEL A.

SAID OWNER ALSO IRREVOCABLY OFFERS TO DEDICATE PUBLIC UTILITY EASEMENTS FOR THE PURPOSE OF PUBLIC UTILITIES INCLUDING BUT NOT LIMITED TO WATER, SEWER, GAS AND DRAINAGE PIPES, POLES, OVERHEAD LINES, UNDERGROUND FACILITIES AND ALL APPURTENANCES DEEMED NECESSARY TO THE CITY OF OAKLAND OVER THE PROPERTY DELINEATED HEREIN AND DESIGNATED AS "P.U.E." (PUBLIC UTILITY EASEMENT) UPON AND OVER THOSE AREAS OR STRIPS OF LAND LYING WITHIN THE LOT LINES OF THIS MAP LABELED AS PARCEL A, PARCEL R, AND PARCEL 7.

THE REAL PROPERTY DESCRIBED BELOW IS HEREBY DEDICATED IN FEE FOR PUBLIC STREET AND UTILITY PURPOSES: THE PARCELS OF LAND LYING WITHIN THE BOUNDARY LINES OF THIS MAP LABELED AS BARCELONA STREET, OAK LEAF BOULEVARD, GOLDEN ACORN WAY, LARRY REID DRIVE, COPPER LEAF DRIVE, DAY SPRING COURT, CREEKSIDE PARKWAY, AND PARCEL S.

AS OWNER:

OAK KNOLL VENTURE ACQUISITION, LLC, A DELAWARE LIMITED LIABILITY COMPANY

BY: OKP LAND HOLDINGS, LLC BY: OAK KNOLL VENTURE HOLDINGS, LLC
A DELAWARE LIMITED LIABILITY COMPANY A DELAWARE LIMITED LIABILITY COMPANY
ITS: MANAGER ITS: MANAGER

BY: _____ BY: _____

NAME: _____ NAME: _____

DATE: _____ DATE: _____

CITY PLANNING COMMISSION'S STATEMENT

THIS MAP IS BASED ON A TENTATIVE TRACT MAP APPROVED BY THE CITY PLANNING COMMISSION OF THE CITY OF OAKLAND AT THEIR MEETING ON _____, 20____, AND WHEN RECORDED THIS MAP BECOMES THE OFFICIAL MAP OF THE LAND DIVISION.

DATE _____ CATHERINE PAYNE
SECRETARY OF THE CITY PLANNING COMMISSION OF
THE CITY OF OAKLAND

CITY CLERK'S STATEMENT

STATE OF CALIFORNIA
COUNTY OF ALAMEDA

I, ASHA REED, 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 8320" WAS PRESENTED TO THE COUNCIL OF THE CITY OF OAKLAND AT A REGULAR MEETING HELD ON THE _____ OF _____, 20____, AND THAT SAID COUNCIL DID THEREUPON BY RESOLUTION NUMBER _____ APPROVE SAID MAP.

I HEREBY ACCEPT ON BEHALF OF THE CITY OF OAKLAND THE AREAS DESIGNATED AS PARCEL S, BARCELONA STREET, OAK LEAF BOULEVARD, GOLDEN ACORN WAY, LARRY REID DRIVE, COPPER LEAF DRIVE, DAY SPRING COURT, AND CREEKSIDE PARKWAY FOR PUBLIC STREET AND UTILITY PURPOSES; THE AREAS DESIGNATED AS PARCEL A, PARCEL G, PARCEL H, PARCEL L, PARCEL M, AND PARCEL N, FOR PUBLIC USE, THE E.V.A.E. (EMERGENCY VEHICLE ACCESS EASEMENT), P.A.E. "A" (PUBLIC ACCESS EASEMENT), P.A.E. "B" (PUBLIC ACCESS EASEMENT), AND THE P.U.E. (PUBLIC UTILITY EASEMENT) AS HEREIN DEDICATED IN ACCORDANCE WITH SECTION 18.12.080 OF THE OAKLAND MUNICIPAL CODE.

PURSUANT TO GOVERNMENT CODE SECTION 66434(G), I HEREBY ABANDON THOSE PORTIONS OF THE HEREAFTER LISTED EASEMENTS, THAT ARE LOCATED WITHIN THE BOUNDARY OF THIS MAP BUT ARE NOT SHOWN ON THIS MAP:

- 1) 5' S.S.E., PARCEL 1 RECORDED ON APRIL 2, 1953 IN BOOK 7011 AT PAGE 5 OF OFFICIAL RECORDS OF THE COUNTY OF ALAMEDA, STATE OF CALIFORNIA.
- 2) 5' S.S.E., PARCEL 2 RECORDED ON APRIL 2, 1953 IN BOOK 7011 AT PAGE 5 OF OFFICIAL RECORDS OF THE COUNTY OF ALAMEDA, STATE OF CALIFORNIA.
- 3) 5' S.S.E. RECORDED ON OCTOBER 10, 1957 IN BOOK 8491 AT PAGE 347 OF OFFICIAL RECORDS OF THE COUNTY OF ALAMEDA, STATE OF CALIFORNIA.
- 4) 5' S.S.E. RECORDED ON APRIL 5, 1972 IN REEL 3099 AT IMAGE 663 OF OFFICIAL RECORDS OF THE COUNTY OF ALAMEDA, STATE OF CALIFORNIA.
- 5) 5' S.S.E. RECORDED ON JULY 23, 2002 AS DOCUMENT 2002313587 OF OFFICIAL RECORDS OF THE COUNTY OF ALAMEDA, STATE OF CALIFORNIA.
- 6) 5' S.S.E. RECORDED ON MAY 10, 1974 IN REEL 3676 AT IMAGE 738 OF OFFICIAL RECORDS OF THE COUNTY OF ALAMEDA, STATE OF CALIFORNIA.

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 _____, 20____.

ASHA REED
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 MY DIRECTION (AND WAS COMPILED FROM RECORD DATA) AND IS BASED UPON A FIELD SURVEY IN CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCE AT THE REQUEST OF OAK KNOLL VENTURE ACQUISITION GROUP ON NOVEMBER 2016. I HEREBY STATE THAT THIS FINAL MAP SUBSTANTIALLY CONFORMS TO THE APPROVED OR CONDITIONALLY APPROVED TENTATIVE MAP, IF ANY. I HEREBY STATE THAT THE MONUMENTS ARE OF THE CHARACTER AND OCCUPY THE POSITIONS INDICATED OR THAT THEY WILL BE SET IN THOSE POSITIONS BEFORE MAY 2023, AND THE MONUMENTS ARE, OR WILL BE, SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED.



DAVIS THRESH, PLS 6868

DATE _____

CITY SURVEYOR'S STATEMENT

I HEREBY STATE THAT I HAVE EXAMINED THIS MAP; THAT THE SUBDIVISION AS SHOWN IS SUBSTANTIALLY THE SAME AS IT APPEARED ON THE TENTATIVE MAP, AND ANY APPROVED ALTERATIONS THEREOF; THAT ALL PROVISIONS OF THE CALIFORNIA SUBDIVISION MAP ACT AND ANY LOCAL ORDINANCES APPLICABLE AT THE TIME OF APPROVAL OF THE TENTATIVE MAP, HAVE BEEN COMPLIED WITH; AND THAT I AM SATISFIED THIS MAP IS TECHNICALLY CORRECT.



RAYMOND R. HERBERT, PLS 6870
CITY SURVEYOR OF OAKLAND

DATE _____

CITY ENGINEER'S STATEMENT

I, _____ ACTING CITY ENGINEER, HAVING BEEN AUTHORIZED TO PERFORM THE FUNCTIONS OF THE CITY ENGINEER OF THE CITY OF OAKLAND, DO HEREBY CERTIFY THAT I HAVE EXAMINED THE HEREON EMBODIED MAP ENTITLED "TRACT 8320"; THAT THE SUBDIVISION AS SHOWN IS SUBSTANTIALLY THE SAME AS IT APPEARED ON THE TENTATIVE MAP, IF REQUIRED, AND ANY APPROVED ALTERATIONS THEREOF; THAT ALL THE PROVISIONS OF THE SUBDIVISION MAP ACT AND OF ANY LOCAL ORDINANCE APPLICABLE AT THE TIME OF THE APPROVAL OF THE TENTATIVE MAP, IF REQUIRED, HAVE BEEN COMPLIED WITH.

IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND THIS _____ DAY OF _____, 20____.

SIGNATURE: _____

PRINTED NAME: _____

R.C.E. NO. _____

ACTING CITY ENGINEER
CITY OF OAKLAND, ALAMEDA COUNTY
STATE OF CALIFORNIA



DATE _____

CLERK OF THE BOARD OF SUPERVISORS STATEMENT:

I, ANIKA CAMPBELL-BELTON, CLERK OF THE BOARD OF SUPERVISORS FOR THE COUNTY OF ALAMEDA, STATE OF CALIFORNIA, HEREBY STATE, AS CHECKED BELOW, THAT:

[] AN APPROVED BOND HAS BEEN FILED WITH THE BOARD OF SUPERVISORS OF SAID COUNTY AND STATE IN THE AMOUNT OF \$ _____ CONDITIONED FOR THE PAYMENT OF ALL THE TAXES AND SPECIAL ASSESSMENTS COLLECTED AS TAXES WHICH ARE NOW A LIEN AGAINST SAID LAND OR ANY PART THEREOF BUT NOT YET PAYABLE AND WAS DULY APPROVED BY SAID BOARD IN SAID AMOUNT.

[] ALL TAXES AND SPECIAL ASSESSMENTS COLLECTED AS TAXES HAVE BEEN PAID AS CERTIFIED BY THE TREASURER-TAX COLLECTOR OF THE COUNTY OF ALAMEDA.

IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND THIS _____ DAY OF _____, A.D. 20____.

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

BY: _____
DEPUTY COUNTY CLERK

RECORDER'S STATEMENT

FILED THIS _____ DAY OF _____, 20____, AT _____ M,

IN BOOK _____ OF MAPS, AT PAGES _____.

AT THE REQUEST OF CHICAGO TITLE COMPANY.

MELISSA WILK
COUNTY RECORDER

BY: _____
DEPUTY COUNTY RECORDER

FEE _____ SERIES # _____

**TRACT 8320
PHASE 1**

A 19 PARCEL SUBDIVISION AND CONDOMINIUM PROJECT WITHIN PARCELS 4, 6, 11, 12, 19, 23 AND 24 AS DEFINED IN SECTION 4125 OF THE CIVIL CODE OF THE STATE OF CALIFORNIA, APPROVED FOR A MAXIMUM OF 346 DWELLING UNITS AND ARE FILED PURSUANT TO THE SUBDIVISION TO THE SUBDIVISION MAP ACT

CONSISTING OF 9 SHEETS

BEING A SUBDIVISION OF PARCELS 1 THROUGH 3 OF THAT CERTAIN GRANT DEED RECORDED MAY 9, 2014 UNDER RECORDER'S SERIES NO. 2014117035, AND THAT CERTAIN GRANT DEED RECORDED JANUARY 24, 2017, UNDER SERIES NO. 2017017623, OFFICIAL RECORDS OF ALAMEDA COUNTY.

LYING ENTIRELY WITHIN THE
CITY OF OAKLAND, ALAMEDA COUNTY, CALIFORNIA
DATE: MAY 2022



ENGINEERS-SURVEYORS-PLANNERS
1730 NORTH FIRST STREET, SUITE 600
SAN JOSE, CALIFORNIA 95112

OWNER'S ACKNOWLEDGMENT

A NOTARY PUBLIC OR OTHER OFFICER COMPLETING THIS CERTIFICATE VERIFIES ONLY THE IDENTITY OF THE INDIVIDUAL WHO SIGNED THE DOCUMENT TO WHICH THIS CERTIFICATE IS ATTACHED, AND NOT THE TRUTHFULNESS, ACCURACY, OR VALIDITY OF THAT DOCUMENT

STATE OF CALIFORNIA)SS.
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 THAT BY HIS/HER/THEIR SIGNATURE(S) ON THE INSTRUMENT THE PERSON(S), OR THE ENTITY UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT.

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

WITNESS MY HAND:

NOTARY'S SIGNATURE: _____

PRINTED NOTARY'S NAME: _____

NOTARY'S PRINCIPAL PLACE OF BUSINESS: _____

NOTARY'S COMMISSION NUMBER: _____

EXPIRATION OF NOTARY'S COMMISSION: _____

BENCHMARK

CITY OF OAKLAND B.M. B14:
BEING A PIN IN MONUMENT WELL AT THE INTERSECTION OF SEQUOYA ROAD AND FAIRWAY AVENUE.
ELEVATION = 237.77 FEET BASED ON CITY OF OAKLAND DATUM.

GEOTECHNICAL REPORT

A GEOTECHNICAL REPORT ON THIS PROPERTY HAS BEEN PREPARED BY ENGEO INCORPORATED, ENTITLED "GEOTECHNICAL EXPLORATION", PROJECT NO. 5750.300.000, DATED JANUARY 30, 2017. A COPY OF WHICH HAS BEEN FILED WITH THE CITY OF OAKLAND.

SEISMIC HAZARD NOTE

THE REAL PROPERTY LIES WITHIN THE FOLLOWING HAZARDOUS AREA: A SEISMIC HAZARD ZONE-LIQUIDATION ZONE PURSUANT TO SECTION 2696 OF THE PUBLIC RESOURCES CODE. THESE HAZARDS MAY LIMIT YOUR ABILITY TO DEVELOP THE REAL PROPERTY, TO OBTAIN INSURANCE, OR TO RECEIVE ASSISTANCE AFTER A DISASTER. THE MAPS ON WHICH THESE DISCLOSURES ARE BASED ESTIMATE WHERE NATURAL HAZARDS EXIST. THEY ARE NOT DEFINITIVE INDICATORS OF WHETHER OR NOT A PROPERTY WILL BE AFFECTED BY A NATURAL DISASTER. TRANSFEREE(S) MAY WISH TO OBTAIN PROFESSIONAL ADVICE REGARDING THOSE HAZARDS AND OTHER HAZARDS THAT MAY AFFECT THE PROPERTY.

BENEFICIARY'S STATEMENT

MSD CA PARTNERS, L.L.C., A DELAWARE LIMITED LIABILITY COMPANY, AS BENEFICIARY UNDER DEED OF TRUST RECORDED JULY 30, 2020 AS DOCUMENT NO. 2020182954, OFFICIAL RECORDS OF ALAMEDA COUNTY, ENCUMBERING THE LAND HEREIN SHOWN, HEREBY CONSENTS TO THE MAKING AND FILING OF THIS MAP.

BY: _____

NAME: _____

TITLE: _____

BENEFICIARY'S ACKNOWLEDGMENT

A NOTARY PUBLIC OR OTHER OFFICER COMPLETING THIS CERTIFICATE VERIFIES ONLY THE IDENTITY OF THE INDIVIDUAL WHO SIGNED THE DOCUMENT TO WHICH THIS CERTIFICATE IS ATTACHED, AND NOT THE TRUTHFULNESS, ACCURACY, OR VALIDITY OF THAT DOCUMENT

STATE OF CALIFORNIA)SS.
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 THAT BY HIS/HER/THEIR SIGNATURE(S) ON THE INSTRUMENT THE PERSON(S), OR THE ENTITY UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT.

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

WITNESS MY HAND:

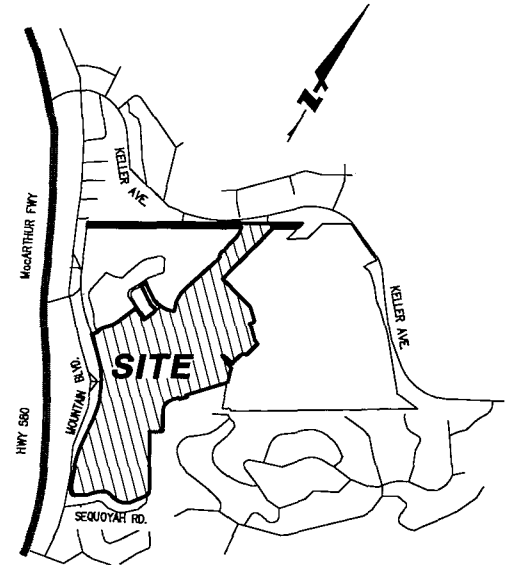
NOTARY'S SIGNATURE: _____

PRINTED NOTARY'S NAME: _____

NOTARY'S PRINCIPAL PLACE OF BUSINESS: _____

NOTARY'S COMMISSION NUMBER: _____

EXPIRATION OF NOTARY'S COMMISSION: _____



VICINITY MAP
N.T.S.

**TRACT 8320
PHASE 1**

A 19 PARCEL SUBDIVISION AND CONDOMINIUM PROJECT WITHIN PARCELS 4, 6, 11, 12, 19, 23 AND 24 AS DEFINED IN SECTION 4125 OF THE CIVIL CODE OF THE STATE OF CALIFORNIA, APPROVED FOR A MAXIMUM OF 346 DWELLING UNITS AND ARE FILED PURSUANT TO THE SUBDIVISION MAP ACT

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LYING ENTIRELY WITHIN THE
CITY OF OAKLAND, ALAMEDA COUNTY, CALIFORNIA

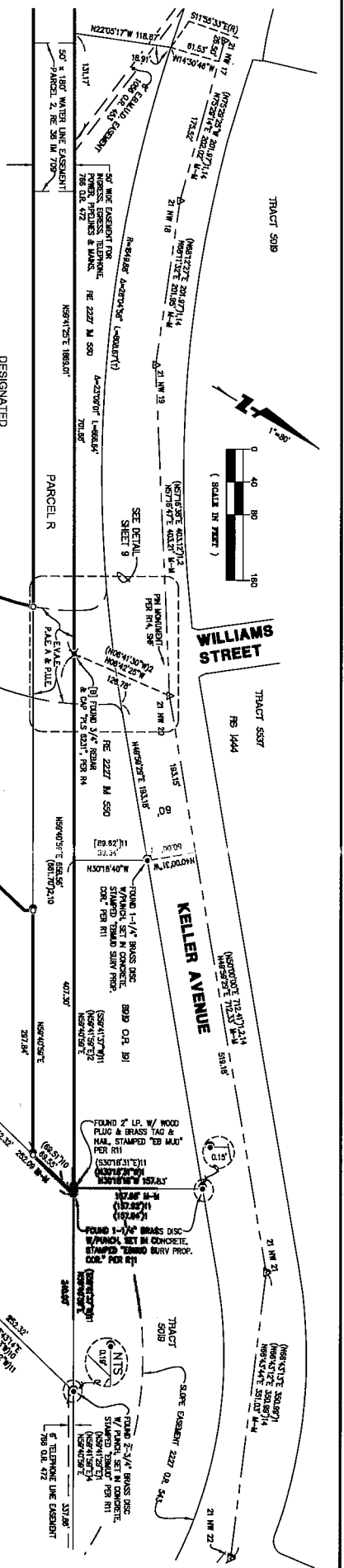
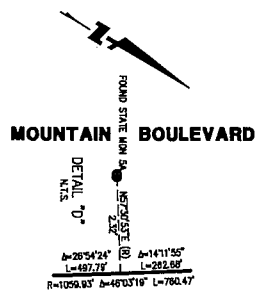
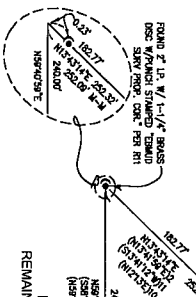
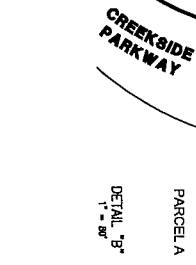
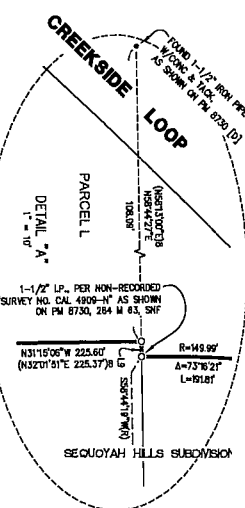
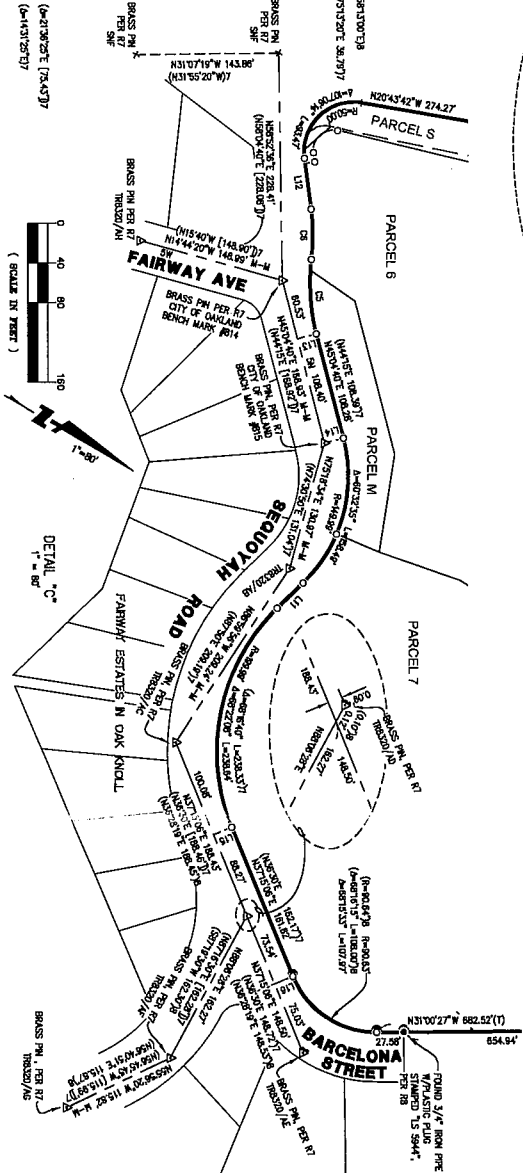
DATE: MAY 2022



ENGINEERS-SURVEYORS-PLANNERS
1730 NORTH FIRST STREET, SUITE 400
SAN JOSE, CALIFORNIA 95112

CURVE TABLE			
NO. RADII	BEARING	BEZEL	LENGTH
1	198.88'	213.93'	75.43'
2	198.88'	143.79'	54.77'

LINE TABLE		
NO.	BEARING	LENGTH
1	N89°13'00" E	1.81'
2	N89°13'00" E	1.81'
3	N89°13'00" E	1.81'
4	N89°13'00" E	1.81'
5	N89°13'00" E	1.81'
6	N89°13'00" E	1.81'
7	N89°13'00" E	1.81'
8	N89°13'00" E	1.81'
9	N89°13'00" E	1.81'
10	N89°13'00" E	1.81'
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14	N89°13'00" E	1.81'
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16	N89°13'00" E	1.81'
17	N89°13'00" E	1.81'
18	N89°13'00" E	1.81'
19	N89°13'00" E	1.81'
20	N89°13'00" E	1.81'
21	N89°13'00" E	1.81'
22	N89°13'00" E	1.81'
23	N89°13'00" E	1.81'
24	N89°13'00" E	1.81'
25	N89°13'00" E	1.81'
26	N89°13'00" E	1.81'
27	N89°13'00" E	1.81'
28	N89°13'00" E	1.81'
29	N89°13'00" E	1.81'
30	N89°13'00" E	1.81'
31	N89°13'00" E	1.81'
32	N89°13'00" E	1.81'
33	N89°13'00" E	1.81'
34	N89°13'00" E	1.81'
35	N89°13'00" E	1.81'
36	N89°13'00" E	1.81'
37	N89°13'00" E	1.81'
38	N89°13'00" E	1.81'
39	N89°13'00" E	1.81'
40	N89°13'00" E	1.81'
41	N89°13'00" E	1.81'
42	N89°13'00" E	1.81'
43	N89°13'00" E	1.81'
44	N89°13'00" E	1.81'
45	N89°13'00" E	1.81'
46	N89°13'00" E	1.81'
47	N89°13'00" E	1.81'
48	N89°13'00" E	1.81'
49	N89°13'00" E	1.81'
50	N89°13'00" E	1.81'
51	N89°13'00" E	1.81'
52	N89°13'00" E	1.81'
53	N89°13'00" E	1.81'
54	N89°13'00" E	1.81'
55	N89°13'00" E	1.81'
56	N89°13'00" E	1.81'
57	N89°13'00" E	1.81'
58	N89°13'00" E	1.81'
59	N89°13'00" E	1.81'
60	N89°13'00" E	1.81'
61	N89°13'00" E	1.81'
62	N89°13'00" E	1.81'
63	N89°13'00" E	1.81'
64	N89°13'00" E	1.81'
65	N89°13'00" E	1.81'
66	N89°13'00" E	1.81'
67	N89°13'00" E	1.81'
68	N89°13'00" E	1.81'
69	N89°13'00" E	1.81'
70	N89°13'00" E	1.81'
71	N89°13'00" E	1.81'
72	N89°13'00" E	1.81'
73	N89°13'00" E	1.81'
74	N89°13'00" E	1.81'
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76	N89°13'00" E	1.81'
77	N89°13'00" E	1.81'
78	N89°13'00" E	1.81'
79	N89°13'00" E	1.81'
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82	N89°13'00" E	1.81'
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84	N89°13'00" E	1.81'
85	N89°13'00" E	1.81'
86	N89°13'00" E	1.81'
87	N89°13'00" E	1.81'
88	N89°13'00" E	1.81'
89	N89°13'00" E	1.81'
90	N89°13'00" E	1.81'
91	N89°13'00" E	1.81'
92	N89°13'00" E	1.81'
93	N89°13'00" E	1.81'
94	N89°13'00" E	1.81'
95	N89°13'00" E	1.81'
96	N89°13'00" E	1.81'
97	N89°13'00" E	1.81'
98	N89°13'00" E	1.81'
99	N89°13'00" E	1.81'
100	N89°13'00" E	1.81'

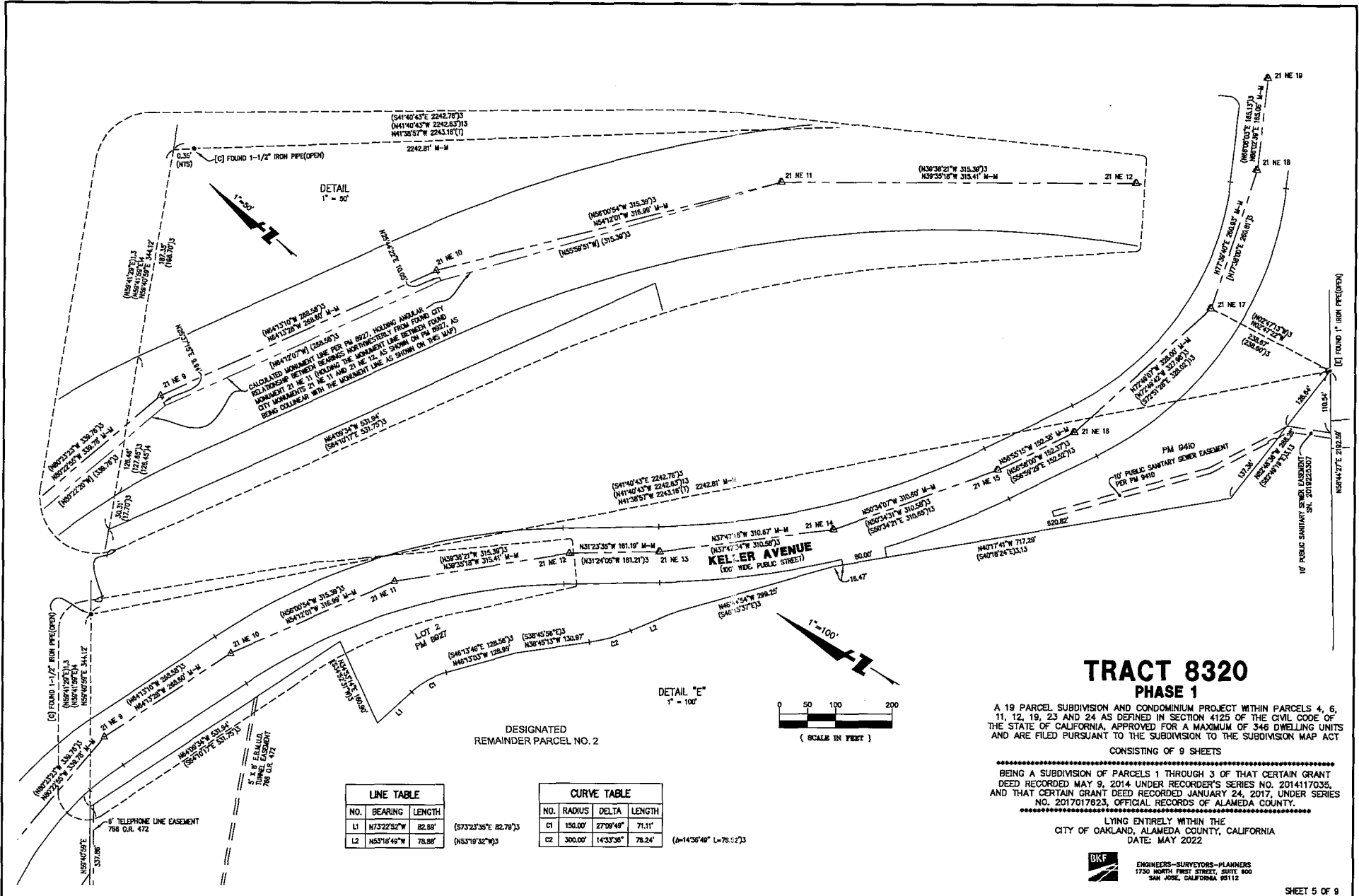


TRACT 8320
PHASE 1

A 18 PARCEL SUBDIVISION AND CONDOMINIUM PROJECT WITHIN PARCELS 4, 5, 11, 12, 19, 23 AND 24 AS DENIED IN SECTION 4125 OF THE CIVIL CODE OF THE STATE OF CALIFORNIA, APPROVED FOR A MAXIMUM OF 348 DWELLING UNITS AND ARE FILED PURSUANT TO THE SUBDIVISION MAP ACT CONSISTING OF 8 SHEETS

BEING A SUBDIVISION OF PARCELS 1 THROUGH 3 OF THAT CERTAIN GRANT DEED RECORDED MAY 19, 2014 UNDER RECORDER'S SERIES NO. 201417003, AND THAT OF PARCELS 4, 5, 11, 12, 19, 23 AND 24 UNDER RECORDER'S SERIES NO. 2017017623, OFFICIAL RECORDS OF ALAMEDA COUNTY.

LING ENTIRELY WITHIN THE CITY OF OAKLAND, ALAMEDA COUNTY, CALIFORNIA DATE MAY 2022



TRACT 8320 PHASE 1

A 19 PARCEL SUBDIVISION AND CONDOMINIUM PROJECT WITHIN PARCELS 4, 6, 11, 12, 19, 23 AND 24 AS DEFINED IN SECTION 4125 OF THE CIVIL CODE OF THE STATE OF CALIFORNIA, APPROVED FOR A MAXIMUM OF 348 DWELLING UNITS AND ARE FILED PURSUANT TO THE SUBDIVISION TO THE SUBDIVISION MAP ACT CONSISTING OF 9 SHEETS

BEING A SUBDIVISION OF PARCELS 1 THROUGH 3 OF THAT CERTAIN GRANT DEED RECORDED MAY 9, 2014 UNDER RECORDER'S SERIES NO. 2014117035, AND THAT CERTAIN GRANT DEED RECORDED JANUARY 24, 2017, UNDER SERIES NO. 2017017823, OFFICIAL RECORDS OF ALAMEDA COUNTY.

LYING ENTIRELY WITHIN THE CITY OF OAKLAND, ALAMEDA COUNTY, CALIFORNIA
DATE: MAY 2022

BKF
ENGINEERS-SURVEYORS-PLANNERS
1730 NORTH FIRST STREET, SUITE 600
SAN JOSE, CALIFORNIA 95112

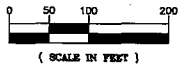
LINE TABLE		
NO.	BEARING	LENGTH
L1	N73°22'32"W	82.89'
L2	N53°18'49"W	78.88'

(S73°23'36"E 82.79')
(N53°19'32"W)

CURVE TABLE			
NO.	RADIUS	DELTA	LENGTH
C1	150.00'	27°09'49"	71.11'
C2	300.00'	14°33'36"	78.24'

(D=1436'40" L=76.12')

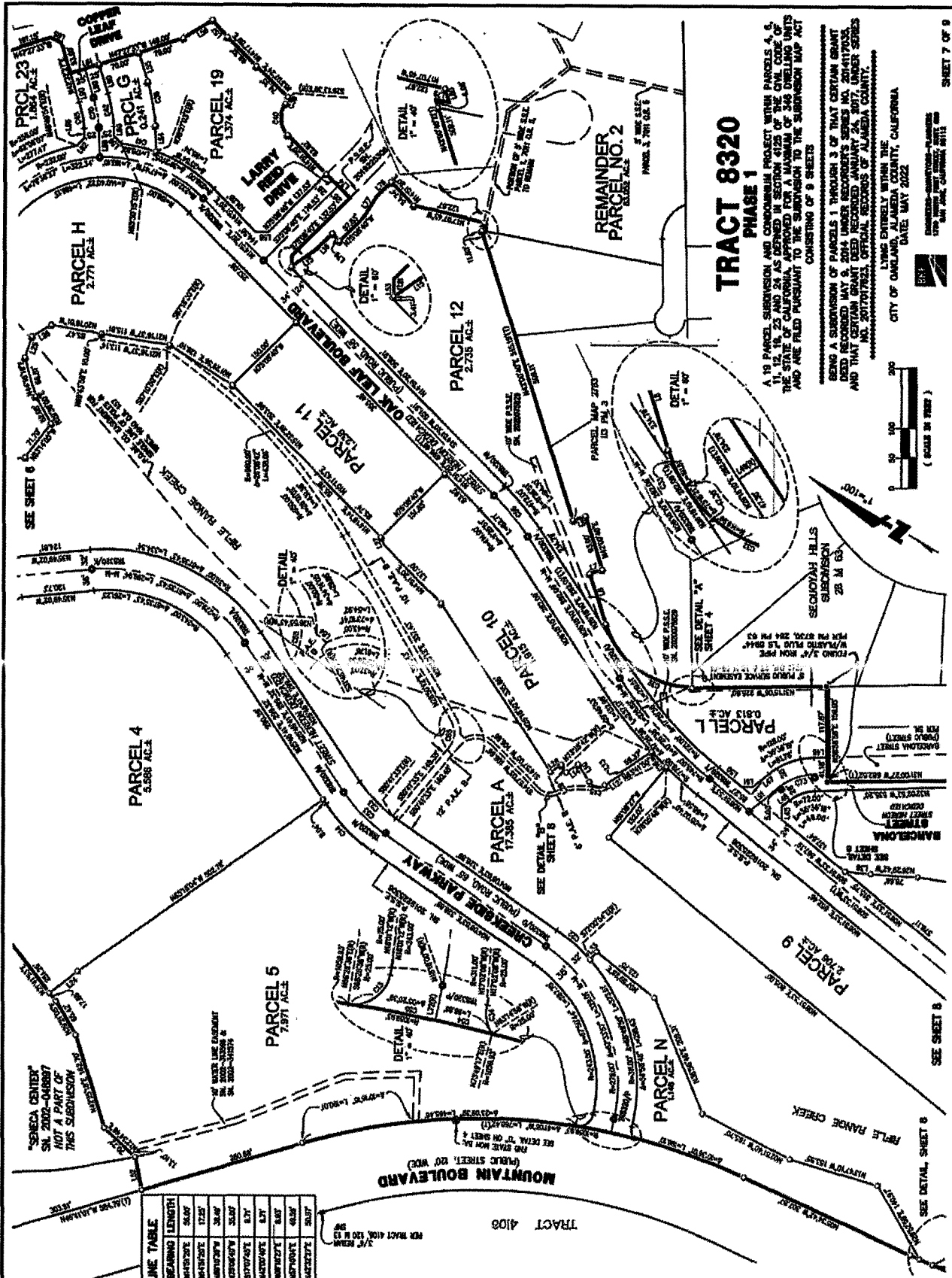
DESIGNATED
REMAINDER PARCEL NO. 2



DETAIL "E"
1" = 100'

DETAIL
1" = 50'



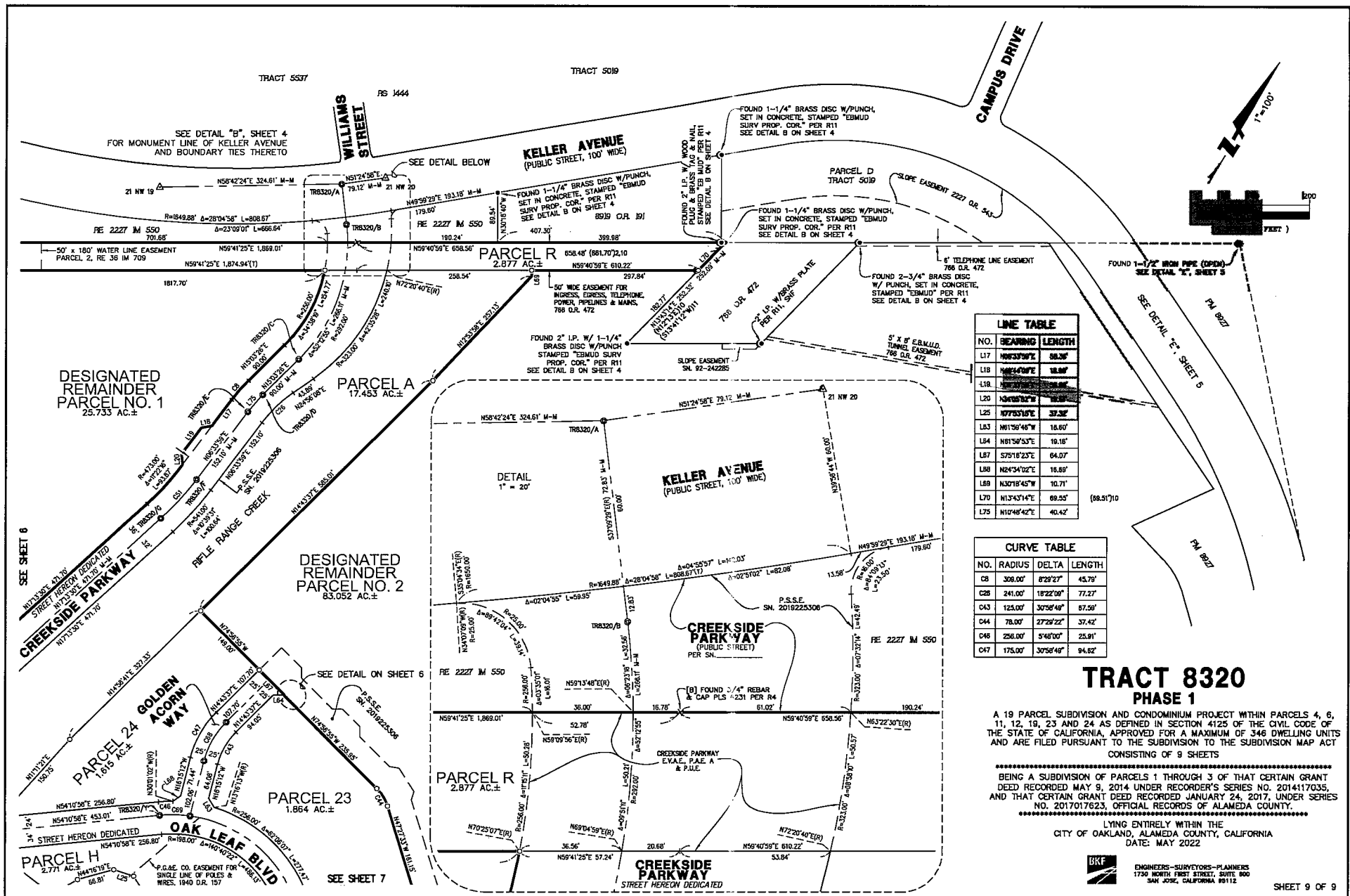


LINE TABLE

NO.	BEARING	LENGTH
L1	N 89° 52' 00" W	22.00'
L2	N 89° 52' 00" W	22.00'
L3	N 89° 52' 00" W	22.00'
L4	N 89° 52' 00" W	22.00'
L5	N 89° 52' 00" W	22.00'
L6	N 89° 52' 00" W	22.00'
L7	N 89° 52' 00" W	22.00'
L8	N 89° 52' 00" W	22.00'
L9	N 89° 52' 00" W	22.00'
L10	N 89° 52' 00" W	22.00'
L11	N 89° 52' 00" W	22.00'
L12	N 89° 52' 00" W	22.00'
L13	N 89° 52' 00" W	22.00'
L14	N 89° 52' 00" W	22.00'
L15	N 89° 52' 00" W	22.00'
L16	N 89° 52' 00" W	22.00'
L17	N 89° 52' 00" W	22.00'
L18	N 89° 52' 00" W	22.00'
L19	N 89° 52' 00" W	22.00'
L20	N 89° 52' 00" W	22.00'
L21	N 89° 52' 00" W	22.00'
L22	N 89° 52' 00" W	22.00'
L23	N 89° 52' 00" W	22.00'
L24	N 89° 52' 00" W	22.00'
L25	N 89° 52' 00" W	22.00'
L26	N 89° 52' 00" W	22.00'
L27	N 89° 52' 00" W	22.00'
L28	N 89° 52' 00" W	22.00'
L29	N 89° 52' 00" W	22.00'
L30	N 89° 52' 00" W	22.00'
L31	N 89° 52' 00" W	22.00'
L32	N 89° 52' 00" W	22.00'
L33	N 89° 52' 00" W	22.00'
L34	N 89° 52' 00" W	22.00'
L35	N 89° 52' 00" W	22.00'
L36	N 89° 52' 00" W	22.00'
L37	N 89° 52' 00" W	22.00'
L38	N 89° 52' 00" W	22.00'
L39	N 89° 52' 00" W	22.00'
L40	N 89° 52' 00" W	22.00'
L41	N 89° 52' 00" W	22.00'
L42	N 89° 52' 00" W	22.00'
L43	N 89° 52' 00" W	22.00'
L44	N 89° 52' 00" W	22.00'
L45	N 89° 52' 00" W	22.00'
L46	N 89° 52' 00" W	22.00'
L47	N 89° 52' 00" W	22.00'
L48	N 89° 52' 00" W	22.00'
L49	N 89° 52' 00" W	22.00'
L50	N 89° 52' 00" W	22.00'
L51	N 89° 52' 00" W	22.00'
L52	N 89° 52' 00" W	22.00'
L53	N 89° 52' 00" W	22.00'
L54	N 89° 52' 00" W	22.00'
L55	N 89° 52' 00" W	22.00'
L56	N 89° 52' 00" W	22.00'
L57	N 89° 52' 00" W	22.00'
L58	N 89° 52' 00" W	22.00'
L59	N 89° 52' 00" W	22.00'
L60	N 89° 52' 00" W	22.00'
L61	N 89° 52' 00" W	22.00'
L62	N 89° 52' 00" W	22.00'
L63	N 89° 52' 00" W	22.00'
L64	N 89° 52' 00" W	22.00'
L65	N 89° 52' 00" W	22.00'
L66	N 89° 52' 00" W	22.00'
L67	N 89° 52' 00" W	22.00'
L68	N 89° 52' 00" W	22.00'
L69	N 89° 52' 00" W	22.00'
L70	N 89° 52' 00" W	22.00'
L71	N 89° 52' 00" W	22.00'
L72	N 89° 52' 00" W	22.00'
L73	N 89° 52' 00" W	22.00'
L74	N 89° 52' 00" W	22.00'
L75	N 89° 52' 00" W	22.00'
L76	N 89° 52' 00" W	22.00'
L77	N 89° 52' 00" W	22.00'
L78	N 89° 52' 00" W	22.00'
L79	N 89° 52' 00" W	22.00'
L80	N 89° 52' 00" W	22.00'
L81	N 89° 52' 00" W	22.00'
L82	N 89° 52' 00" W	22.00'
L83	N 89° 52' 00" W	22.00'
L84	N 89° 52' 00" W	22.00'
L85	N 89° 52' 00" W	22.00'
L86	N 89° 52' 00" W	22.00'
L87	N 89° 52' 00" W	22.00'
L88	N 89° 52' 00" W	22.00'
L89	N 89° 52' 00" W	22.00'
L90	N 89° 52' 00" W	22.00'
L91	N 89° 52' 00" W	22.00'
L92	N 89° 52' 00" W	22.00'
L93	N 89° 52' 00" W	22.00'
L94	N 89° 52' 00" W	22.00'
L95	N 89° 52' 00" W	22.00'
L96	N 89° 52' 00" W	22.00'
L97	N 89° 52' 00" W	22.00'
L98	N 89° 52' 00" W	22.00'
L99	N 89° 52' 00" W	22.00'
L100	N 89° 52' 00" W	22.00'

CURVE TABLE

NO.	RADIUS	DELTA	LENGTH
C1	20.00'	90.00°	28.28'
C2	20.00'	90.00°	28.28'
C3	20.00'	90.00°	28.28'
C4	20.00'	90.00°	28.28'
C5	20.00'	90.00°	28.28'
C6	20.00'	90.00°	28.28'
C7	20.00'	90.00°	28.28'
C8	20.00'	90.00°	28.28'
C9	20.00'	90.00°	28.28'
C10	20.00'	90.00°	28.28'
C11	20.00'	90.00°	28.28'
C12	20.00'	90.00°	28.28'
C13	20.00'	90.00°	28.28'
C14	20.00'	90.00°	28.28'
C15	20.00'	90.00°	28.28'
C16	20.00'	90.00°	28.28'
C17	20.00'	90.00°	28.28'
C18	20.00'	90.00°	28.28'
C19	20.00'	90.00°	28.28'
C20	20.00'	90.00°	28.28'
C21	20.00'	90.00°	28.28'
C22	20.00'	90.00°	28.28'
C23	20.00'	90.00°	28.28'
C24	20.00'	90.00°	28.28'
C25	20.00'	90.00°	28.28'
C26	20.00'	90.00°	28.28'
C27	20.00'	90.00°	28.28'
C28	20.00'	90.00°	28.28'
C29	20.00'	90.00°	28.28'
C30	20.00'	90.00°	28.28'
C31	20.00'	90.00°	28.28'
C32	20.00'	90.00°	28.28'
C33	20.00'	90.00°	28.28'
C34	20.00'	90.00°	28.28'
C35	20.00'	90.00°	28.28'
C36	20.00'	90.00°	28.28'
C37	20.00'	90.00°	28.28'
C38	20.00'	90.00°	28.28'
C39	20.00'	90.00°	28.28'
C40	20.00'	90.00°	28.28'
C41	20.00'	90.00°	28.28'
C42	20.00'	90.00°	28.28'
C43	20.00'	90.00°	28.28'
C44	20.00'	90.00°	28.28'
C45	20.00'	90.00°	28.28'
C46	20.00'	90.00°	28.28'
C47	20.00'	90.00°	28.28'
C48	20.00'	90.00°	28.28'
C49	20.00'	90.00°	28.28'
C50	20.00'	90.00°	28.28'



LINE TABLE

NO.	BEARING	LENGTH
L17	N83°39'2" E	88.26'
L18	N84°47'0" E	18.87'
L19	N84°47'0" E	18.87'
L20	N84°47'0" E	18.87'
L25	N77°33'0" E	32.38'
L63	N61°59'46" W	18.60'
L64	N61°59'53" E	19.16'
L67	S75°18'23" E	64.07'
L68	N24°54'02" E	16.89'
L69	N30°18'45" W	10.71'
L70	N13°43'14" E	69.55'
L75	N10°48'42" E	40.42'

CURVE TABLE

NO.	RADIUS	DELTA	LENGTH
C8	308.00'	82°29'27"	45.78'
C26	241.00'	182°22'08"	77.27'
C43	123.00'	307°58'48"	67.58'
C44	78.00'	272°22'22"	37.42'
C46	256.00'	5°48'00"	25.91'
C47	175.00'	307°58'48"	94.82'

**TRACT 8320
PHASE 1**

A 19 PARCEL SUBDIVISION AND CONDOMINIUM PROJECT WITHIN PARCELS 4, 6, 11, 12, 19, 23 AND 24 AS DEFINED IN SECTION 4125 OF THE CIVIL CODE OF THE STATE OF CALIFORNIA, APPROVED FOR A MAXIMUM OF 346 DWELLING UNITS AND ARE FILED PURSUANT TO THE SUBDIVISION TO THE SUBDIVISION MAP ACT CONSISTING OF 9 SHEETS

BEING A SUBDIVISION OF PARCELS 1 THROUGH 3 OF THAT CERTAIN GRANT DEED RECORDED MAY 9, 2014 UNDER RECORDER'S SERIES NO. 2014117035, AND THAT CERTAIN GRANT DEED RECORDED JANUARY 24, 2017, UNDER SERIES NO. 2017017623, OFFICIAL RECORDS OF ALAMEDA COUNTY.

LYING ENTIRELY WITHIN THE CITY OF OAKLAND, ALAMEDA COUNTY, CALIFORNIA
DATE: MAY 2022

**RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:**

**City of Oakland
Planning and Building Department
Dalziel Administration Building
250 Frank H. Ogawa Plaza – 2nd Floor
Oakland, CA 94612
Attention: City Engineer**

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

**EXHIBIT B
SUBDIVISION
IMPROVEMENT
AGREEMENT**

SPACE ABOVE FOR RECORDER'S USE

SUBDIVISION IMPROVEMENT AGREEMENT

Deferred Construction of Public Infrastructure Improvements

8750 Mountain Boulevard

Final Map No. 8320 (Phase 1)

This SUBDIVISION IMPROVEMENT AGREEMENT (“**Agreement**”), dated March ____, 2022 (“**Effective Date**”), is entered into by and between the City of Oakland, a California municipal corporation (“**CITY**”), and Oak Knoll Venture Acquisition, L.L.C., a California limited liability company (“**SUBDIVIDER**”), collectively “**Parties,**” with reference to the following facts and circumstances:

RECITALS

A. The SUBDIVIDER has presented a Final Map for Phase 1 of the development to the City, identified as Final Map No. 8320 (Phase 1), of a proposed subdivision of the Oak Knoll Mixed Use Development Project located within the corporate limits of the CITY, which are identified by the Alameda County Assessor as parcel numbers 043A-4675-003-23; 043A-4674-047-01; 048-6870-001-00; 037A-3152-008; 037A-3152-009 and by the CITY as 8750 Mountain Boulevard. The Final Map for Phase 1 is attached hereto at **Exhibit A**.

B. The Final Map has been prepared in accordance with the Subdivision Map Act of the State of California, the subdivision ordinances of the CITY, and the vesting tentative tract map of the subdivision previously approved by the City Planning Commission and the City Council on November 7, 2017.

C. As a condition precedent to the CITY's approval of the proposed Final Map, the CITY requires the irrevocable dedication of public right-of-way and public easements shown on the proposed Final Map. In addition, the CITY requires the construction of public infrastructure improvements to be located off-site in the CITY right-of-way and on-site in to be dedicated right-of-way and public easements 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 (collectively, the "**Public Infrastructure Improvements**").

D. In furtherance of the construction of the **Public Infrastructure Improvements**, in 2019 the City issued PX-Permit No: PX1700067 authorizing the construction the Public Infrastructure Improvements required prior to approval of the Phase I Final Map. The Parties also entered into an "Agreement for the Private Construction of Infrastructure Improvements" in August 2019 ("**2019 Agreement**"). A recorded copy of this Agreement is attached as **Exhibit B** and incorporated herein by reference. The 2019 Agreement states that "the 'infrastructure improvements and works' covered by this Agreement comprises [sic] Phase I of the master development improvements described in the Final Development Plan, Master Developer Site Improvements, including installation of improvements for sewer, storm drainage, creek restoration, streets, pedestrian and vehicular bridge, sidewalks, streetlights, trails, parks, entry monumentation, landscaping and dry utilities for the eventual development of Phase I of the mixed use residential community known as the Oak Knoll Master Planned Community, all in accordance with [plans and civil drawings specified in the PX-Permit]." The improvements addressed in the 2019 Agreement are referred to herein as the "**Phase 1a Improvements**."

E. Pursuant to the 2019 Agreement SUBDIVIDER provided an Engineer's Estimate for the Phase 1a Improvements in the amount of \$8,195,050, a labor and material payment bond guaranteeing payment of workers, a performance security bond guaranteeing completion of the infrastructure improvements, and a warranty and maintenance security bond guaranteeing maintenance of the infrastructure until acceptance by CITY. The 2019 Agreement also set forth the Parties' agreement with respect to SUBDIVIDER's warranty for the Phase 1a Improvements, protocols for acceptance of the improvements and issuance of a Certificate of Completion, performance criteria, equitable extension of deadlines for performance, dispute resolution, and insurance requirements.

F. The Conditions of Approval for the Oak Knoll Master Planned Community require completion of two additional improvements prior to the approval of the Final Map that were not anticipated in the 2019 Agreement. These improvements shall be referred to herein as the "**Phase 1b Improvements**" and include (a) the installation of surveyor's monuments and (2) the installation of sewer laterals to individual lots in Parcel 7. An Engineer's Estimate for the Phase 1b Improvements has been prepared in the amount of Four Hundred Sixty-Five Thousand Four Hundred Dollars (\$465,4000) and is attached hereto at **Exhibit C**.

G. The SUBDIVIDER has asked the CITY and local public utility companies to accept the ownership and permanent maintenance of the applicable required Phase 1a and Phase 1b Public Infrastructure Improvements.

H. The required Public Infrastructure Improvements are either under construction or will shortly be under construction but have not been completed or accepted by the CITY. Consequently and in consideration of the approval of the Final Map and acceptance of the irrevocable offers of dedication of public right-of-way and public easements and acceptance of the ownership and permanent maintenance of the required Public Infrastructure Improvements to be owned and operated by the City, the parties desire to establish an Agreement reaffirming the SUBDIVIDER's commitments to complete the Phase 1a Improvements pursuant to the terms and conditions of the 2019 Agreement, attached hereto at **Exhibit B**, and binding the SUBDIVIDER to completing required Phase 1b Improvements pursuant to the terms and conditions herein.

AGREEMENT

ACCORDINGLY, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the CITY and the SUBDIVIDER agree as follows:

1. Approval of Final Map

Approval of the Final Map by the CITY shall be conditioned upon recordation of this Agreement with the Alameda County Recorder, as well as SUBDIVIDER's satisfactory performance of its obligations specified in this Agreement, as determined by the CITY.

2. Construction of Public Infrastructure Improvements

The SUBDIVIDER shall construct the Phase 1a Improvements in strict accordance with the provisions of the 2019 Agreement and shall construct the Phase 1b Improvements in strict accordance with all permits, specifications, plans and applicable CITY standards and performance criteria as specified in the permits incorporated by reference pursuant to Section 21, the Conditions of Approval for the Project, and the Oakland Municipal Code, and any other relevant Federal, State or local regulations, as well as those set forth below in Section 3, **Special Conditions**. If there are conflicts between the provisions of the 2019 Agreement and this Agreement regarding the Phase 1a Improvements, the terms and conditions of the 2019 Agreement shall control.

3. Special Conditions

With respect to the **Phase 1b improvements**, the SUBDIVIDER shall comply with the special conditions as follows:

A. The Phase 1b Improvements shall conform to the performance criteria specified in Oakland Municipal Code Chapter 16.16 – Design Standards and in Standard Details for Public Works Construction and Standard Specifications for Public Works Construction, current editions.

B. The time duration for the completion of the Phase 1b 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. All construction activities related to the Phase 1b Improvements (including, without

limitation, hours, days, and months of operation and control of public nuisance conditions) shall conform to the requirements of all CITY Conditions of Approval for the project, the Oakland Municipal Code, including section 15.04.780 and subsections 3304.6 and 3304.11 and the Standard Conditions of Approval and Mitigation Monitoring and Reporting Program (“SCAMMRP”) approved by the City Council on November 7, 2017.

D. Performance standards for the construction of the Phase 1b Improvements shall comply with the requirements of Oakland Municipal Code chapter 17.120 and with regional, state, and federal regulations for “Best Management Practices” for erosion and sedimentation control, including a California Construction General Permit with a Storm Water Pollution Prevention Plan (SWPPP – “C6”) provided by a Qualified SWPPP Developer (QSD) and monitored by a Qualified SWPPP Practitioner (QSP).

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

4. Completion of Public Infrastructure Improvements

A. All construction of the required Phase 1a and Phase 1b Improvements shown in **Exhibit C** shall be completed by the SUBDIVIDER within one (1) year of the Effective Date of this Agreement, except those required improvements for which another completion date is stated in **Exhibit C**. Construction of the required Phase 1b Improvements shall not be deemed complete until an unconditional Certificate of Completion, signed and stamped by the SUBDIVIDER’s engineer, has been received by the CITY and an unconditional certificate of completion confirming that the subject improvements are ready for their intended use and have been completed substantially (a “**Certificate of Completion**”) has been issued by the City Engineer. The provisions of Section 13 of Exhibit B of the 2019 Agreement regarding Final Completion of the infrastructure and Work apply to the Phase 1a improvements.

B. The City Engineer may extend the time for completion of the required Phase 1a and Phase 1b Improvements upon demonstration of good cause. The City Engineer shall be the sole and final judge as to whether or not good cause has been shown to entitle the SUBDIVIDER to an extension under this Section 4B.

C. An extension may be granted without notice to the SUBDIVIDER’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, the SUBDIVIDER 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 the SUBDIVIDER’s performance, the extension shall be void.

5. Acceptance of Dedications and Ownership of Public Infrastructure Improvements

Upon final approval of the Phase 1a and Phase 1b improvement permits and unconditional issuance of a Certificate of Completion, all irrevocable offers of dedication of public rights-of-way and public easements will be accepted by the CITY, and all improvements required by this Agreement shall become the sole property of the CITY. The CITY will subsequently accept the permanent maintenance of the Phase 1a Improvements in accordance with 2019 Agreement and will accept the permanent maintenance of the Phase 1b Improvements as set forth below in Sections 7, Maintenance of Public Infrastructure Improvements, and Section 8, Guarantee of Workmanship and Warranty of Equipment, Materials, and Expertise.

6. Responsibility for Public Infrastructure Improvements

Until the Certificate of Completion is unconditionally issued, the SUBDIVIDER 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 SUBDIVIDER until such time as the Certificate of Completion is unconditionally issued.

7. Maintenance of Public Infrastructure Improvements

Until two (2) years have elapsed following the unconditional issuance of the Certificate of Completion, the SUBDIVIDER shall maintain the construction of the Phase 1b Improvements and shall immediately perform or cause to be performed at its sole expense all necessary repairs, replacements, additions, or other corrective actions.

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

Until two (2) years have elapsed following the unconditional issuance of the Certificate of Completion, the SUBDIVIDER warrants that the Phase 1b Improvements, including the equipment and materials provided for the required improvements, are and will be free from defects and guarantees that the construction of the required improvements is and will be free from deficiencies and that the required improvements will perform satisfactorily in accordance with the specifications, plans and applicable CITY standards and performance criteria as specified in *Exhibit A* and set forth above in Section 3, Special Conditions. The SUBDIVIDER 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 and in strict accordance with all permits, specifications, plans and applicable CITY standards and performance criteria as specified in the permits incorporated by reference pursuant to Section 21, the Conditions of Approval for the Project, and the Oakland Municipal Code, and any other relevant Federal, State or local regulations, as well as those set forth below in Section 3, **Special Conditions**.

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

9. Inspection of Construction

Inspection of the construction and equipment and materials, or approval of the construction and equipment and materials inspected, or statement by any officer, agent, or employee of the CITY indicating the construction and equipment and materials, or any part thereof, comply with the requirements and conditions of this Agreement, or acceptance of the whole or any part of the construction and materials, or payments thereof, or any combinations, or any combination, or all of these acts shall not relieve the SUBDIVIDER 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 SUBDIVIDER to comply with any of the requirements and conditions of this Agreement.

10. Payment of Fees and Penalties and Accrued Interest

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

11. Reversion to Acreage

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

12. Property Acquisition

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

13. Security

For the Phase 1b Improvements, the SUBDIVIDER 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 Four Hundred Sixty-Five Thousand, Four Hundred Dollars (\$465,4000) , which is the full amount (one-hundred percent) of the City Engineer's total estimated cost for constructing the required Phase 1b Improvements, to secure faithful performance of this Agreement by the SUBDIVIDER; and

2. Labor and Materials Bond in a face amount not less than Two Hundred Thirty-Two Thousand, Seven Hundred Dollars (\$232,700) , which is one-half (fifty percent) of the full amount of the City Engineer's total estimated cost for constructing the Phase 1b Improvements, to secure payment by the SUBDIVIDER to its contractor, subcontractors, laborers

and material suppliers 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 Phase 1b Improvements.

B. Before final approval of the Phase 1a and 1b Improvements, the following security shall be presented:

Maintenance Bond in a face amount not less than One Hundred Sixteen Thousand, Three Hundred Fifty Dollars (\$116,350) (twenty-five percent) of the full amount of the City Engineer's total estimated cost for constructing the Phase 1b Improvements, to secure faithful performance of Sections 7, Maintenance of Public Infrastructure Improvements, and Section 8, Guarantee of Workmanship and Warranty of Equipment, Materials, and Expertise, above. SUBDIVIDER shall also provide the maintenance bond in the amount of Two Million, Forty-Eight Thousand, and Seven Hundred and Sixty-Two Dollars and Fifty Cents for the Phase 1a Improvements pursuant to the 2019 Agreement attached hereto at **Exhibit B**. This Maintenance Bond shall remain in effect for not less than two (2) years after the date of the unconditional issuance of the Certificate of Completion of the required Public Infrastructure Improvements. The provisions of the 2019 Agreement shall apply to the maintenance warranty and obligations of the Phase 1a improvements.

C. Pursuant to Government Code section 66499.7, upon request by the SUBDIVIDER, the CITY may elect to partially release the security required under Section 13(A) when the cost of the completed Public Infrastructure Improvements (based on the original engineer's estimates) equals eighty percent (80%) of the original bond amount. As a condition to such partial release, the SUBDIVIDER will provide a performance and completion surety bond to the CITY in an amount equal to two hundred percent (200%) of the cost estimate of the remaining work, in a form satisfactory to the City Attorney.

Reduction of the security pursuant to the above does not, and shall not be deemed to be, an acceptance by the CITY of the completed improvements, and the risk of loss or damage to the improvements and the obligation to maintain the improvements shall remain the sole responsibility of the SUBDIVIDER until all required public improvements have been accepted by the CITY and all other required improvements have been fully completed in accordance with the plans and specifications for the improvements.

D. 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.

E. 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.

14. Alternative Security

In lieu of the bonds required above in Section 13, Security, alternative securities may be substituted by the SUBDIVIDER in a form provided by Government Code Section 66499.3 and subject to review and approval by the City Attorney.

15. Defense, Indemnity, and Hold Harmless

A. To the maximum extent permitted by law, the SUBDIVIDER 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 (collectively, the “City Parties”) 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 two (2) years following unconditional issuance of the Certificate of Completion) of the Public Infrastructure Improvements, except for injuries and damages caused by the sole gross negligence of the City Parties. The CITY may elect, in its sole and absolute discretion, to participate in the defense of said Action, and the SUBDIVIDER shall reimburse the CITY for its reasonable legal costs and attorneys’ fees. Not in limitation of the foregoing, SUBDIVIDER further agrees to defend and protect the City Parties from all liability or claims because of, or arising out of, the use of any patent or patented articles in the construction of said improvements.

The SUBDIVIDER waives all claims and recourse against the CITY, including, without limitation, the right of contribution for loss or damage to persons or property, arising from, growing out of, or in any way connected with or incident to the work performed or failed to be performed under this Agreement except claims and recourse arising directly from the sole gross negligence of the City Parties. This Defense, Indemnity, and Hold Harmless section 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, SUBDIVIDER 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 SUBDIVIDER of any of the obligations contained in this Agreement or other requirements that may be imposed by the CITY.

16. Insurance Required

For the Phase 1a Improvements, the SUBDIVIDER shall provide insurance as required in the 2019 Agreement. For the Phase 1b Improvements, the SUBDIVIDER 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 Phase 1b work hereunder by the SUBDIVIDER 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 SUBDIVIDER 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 SUBDIVIDER 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

For the Phase 1b Improvements, 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 Parties; or

2. The SUBDIVIDER shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

D. Other Insurance Provisions

For the Phase 1b Improvements, the general and automobile liability policies shall contain, or be endorsed to contain, the following provisions:

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

2. The SUBDIVIDER's insurance coverage shall be primary insurance as respects the City Parties. Any insurance or self-insurance maintained by the City Parties shall be excess of the SUBDIVIDER'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 Parties.

4. The SUBDIVIDER'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 Parties for losses arising from work performed by the SUBDIVIDER 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

For the Phase 1b Improvements, 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 providing insurance for the Phase 1b Improvements 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. Section 3 of Exhibit B of the 2019 Agreement contains the company qualifications and other insurance provisions that apply to the Phase 1a improvements.

F. Verification of Coverage

For the Phase 1b Improvements, the SUBDIVIDER shall furnish the CITY with certificates of insurance and with original endorsements effecting coverage required by this clause. For the 1a Improvements, the SUBDIVIDER shall furnish the City with certificates of insurance and with original endorsements effecting coverage required under the 2019 Agreement **if the SUBDIVIDER has not already done so**. 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

For the Phase 1b Improvements, the SUBDIVIDER 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. For the Phase 1a Improvements, if the SUBDIVIDER has not yet met the requirements of the 2019 Agreement regarding insurance for subcontractors, the SUBDIVIDER must do so.

17. Participation in Benefit Districts

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

18. Actions to Enforce

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

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

This Agreement pertains to and runs with the real property included within Final Map – Phase 1, which land is expressly agreed to benefit from the privileges granted to SUBDIVIDER under this Agreement, and binds the beneficiaries, heirs, assigns, and successors in interest of SUBDIVIDER.

20. Exhibits

The following are exhibits to this Agreement:

Exhibit A: Final Map No. 8320 (Phase 1), of a proposed subdivision of the Oak Knoll Mixed Use Development Project

Exhibit B: Agreement for the Private Construction of Infrastructure Improvements, August 2019 (“2019 Agreement”)

Exhibit C: Engineer’s Estimate for the Phase 1b Improvements

21. Incorporation By Reference

The following documents are incorporated into this Agreement by reference:

CITY Permits:

a) Creek Protection CP15032, b) Land Use PLN15378- PUDF01 c) Grading GR1700151, d) Tree Removal T1500124, e) Building _____, f) Tract Map 8320 (Final Phase 1), g) Electrical EXXX (Temporary Power for Trailer), and h) Public Infrastructure Permit: PX1700067.

City Engineer’s Estimate of the Cost of Improvements: Oak Knoll Engineer’s Estimate prepared by Jacob Nguyen, BKF Engineers, dated 10/31/2018.

Insurer: _____

Surety: _____

22. Constructive Notice

This Agreement shall be filed for recordation in the Official Records of Alameda County within five (5) calendar days following execution by the CITY.

23. Effective Date

This Agreement shall be effective on the Effective Date.

24. Miscellaneous

A. Counterparts. This Agreement may be executed in any number of counterparts (including by fax, PDF or other electronic means), each of which shall be deemed an original, but all of which shall constitute one and the same instrument.

B. Governing Law; Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of California. The parties agree that all actions or proceedings arising directly or indirectly under this Agreement shall be litigated in courts within the County of Alameda, State of California.

C. Integration. This Agreement contains the entire agreement between the parties with respect to the subject matter of this Agreement. Any prior correspondence, memoranda, agreements, warranties or representations relating to such subject matter are superseded in total by this Agreement. No prior drafts of this Agreement or changes from those drafts to the executed version of this Agreement shall be introduced as evidence in any litigation or other dispute

resolution proceeding by either party or any other person, and no court or other body shall consider those drafts in interpreting this Agreement.

D. Further Assurances. The CITY and the SUBDIVIDER shall execute and deliver all documents, amendments, agreements and instruments reasonably necessary or reasonably required in furtherance of this Agreement.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

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

CITY:

AUTHORIZED BY RESOLUTION NO.
_____ C.M.S.

CITY OF OAKLAND, a municipal
corporation

APPROVED AS TO FORM:

OFFICE OF THE CITY ATTORNEY

By: _____
EDWARD D. REISKIN
CITY ADMINISTRATOR

SUBDIVIDER*:

OAK KNOLL VENTURE ACQUISITION,
LLC

By: _____
Name: STEPHAN Z. ELIEFF
Title: Authorized Signatory

*Notarized acknowledgment required.

Exhibit A

**Final Map No. 8320 (Phase 1), of a proposed subdivision of the Oak Knoll Mixed Use
Development Project**

OWNER'S STATEMENT

THE UNDERSIGNED, OAK KNOLL VENTURE ACQUISITION, LLC, A DELAWARE LIMITED LIABILITY COMPANY, HEREBY STATES THAT IT IS THE OWNER OF ALL THE LANDS DELINEATED AND EMBRACED WITH THE EXTERIOR BOUNDARY LINES ON THE HEREIN EMBODIED MAP ENTITLED "TRACT 8320", THAT SAID OWNER ACQUIRED TITLE TO SAID LAND BY VIRTUE OF THAT CERTAIN GRANT DEED RECORDED MAY 9, 2014 UNDER RECORDERS' SERIES NO. 2014117035, AND THAT CERTAIN GRANT DEED RECORDED JANUARY 24, 2017, UNDER SERIES NO. 2017017623, IN THE OFFICIAL RECORDS OF ALAMEDA COUNTY, STATE OF CALIFORNIA; THAT IT CONSENTS TO THE PREPARATION AND FILING OF THIS MAP.

SAID OWNER HEREBY IRREVOCABLY OFFERS FOR DEDICATION TO THE CITY OF OAKLAND FOREVER, AN EMERGENCY VEHICLE ACCESS EASEMENT (E.V.A.E.) WITH THE PUBLIC RIGHT OF INGRESS AND EGRESS UPON AND OVER THOSE AREAS OR STRIPS OF LAND LYING WITHIN THE LOT LINES OF THIS MAP LABELED PARCEL A AND PARCEL R; AND THAT SAID AREAS OR STRIPS OF LAND SHALL BE KEPT OPEN AND FREE FROM ABOVE GROUND BUILDINGS AND STRUCTURES OF ANY KIND EXCEPT APPLICABLE UTILITY STRUCTURES AND APPURTENANCES, LANDSCAPING AND TREES, IRRIGATION SYSTEMS AND APPURTENANCES, AND LAWFUL FENCES.

SAID OWNER ALSO IRREVOCABLY OFFERS TO DEDICATE, FOR PUBLIC USE: ACCESS, RECREATION, PARKS AND OPEN SPACE FACILITIES, TRAILS, UTILITIES, DRAINAGE, INGRESS AND EGRESS AND THE CONSTRUCTION AND MAINTENANCE OF LANDSCAPING, THE PARCELS OF LAND LYING WITHIN THE LOT LINES OF THIS MAP LABELED PARCEL A, PARCEL G, PARCEL H, PARCEL L, PARCEL M, AND PARCEL N.

SAID OWNER ALSO IRREVOCABLY OFFERS TO DEDICATE PUBLIC ACCESS EASEMENTS FOR THE PURPOSE OF RIGHT OF WAY FOR ANY AND ALL PUBLIC USES TO THE CITY OF OAKLAND LIMITED TO THE AREAS DELINEATED HEREIN AND DESIGNATED AS "P.A.E. A" (PUBLIC ACCESS EASEMENT) UPON AND OVER THOSE AREAS OR STRIPS OF LAND LYING WITHIN THE LOT LINES OF THIS MAP LABELED AS PARCEL A AND PARCEL R.

SAID OWNER ALSO IRREVOCABLY OFFERS TO DEDICATE A PUBLIC ACCESS EASEMENT FOR THE PURPOSE OF PUBLIC RIGHT OF PEDESTRIAN INGRESS AND EGRESS TO THE CITY OF OAKLAND LIMITED TO THOSE STRIPS OF LAND DELINEATED HEREIN AND DESIGNATED AS "P.A.E. B" (PUBLIC ACCESS EASEMENT) UPON AND OVER THOSE AREAS OR STRIPS OF LAND LYING WITHIN THE LOT LINES OF THIS MAP LABELED AS PARCEL A.

SAID OWNER ALSO IRREVOCABLY OFFERS TO DEDICATE PUBLIC UTILITY EASEMENTS FOR THE PURPOSE OF PUBLIC UTILITIES INCLUDING BUT NOT LIMITED TO WATER, SEWER, GAS AND DRAINAGE PIPES, POLES, OVERHEAD LINES, UNDERGROUND FACILITIES AND ALL APPURTENANCES DEEMED NECESSARY TO THE CITY OF OAKLAND OVER THE PROPERTY DELINEATED HEREIN AND DESIGNATED AS "P.U.E." (PUBLIC UTILITY EASEMENT) UPON AND OVER THOSE AREAS OR STRIPS OF LAND LYING WITHIN THE LOT LINES OF THIS MAP LABELED AS PARCEL A, PARCEL R, AND PARCEL 7.

THE REAL PROPERTY DESCRIBED BELOW IS HEREBY DEDICATED IN FEE FOR PUBLIC STREET AND UTILITY PURPOSES: THE PARCELS OF LAND LYING WITHIN THE BOUNDARY LINES OF THIS MAP LABELED AS BARCELONA STREET, OAK LEAF BOULEVARD, GOLDEN ACORN WAY, LARRY REID DRIVE, COPPER LEAF DRIVE, DAY SPRING COURT, CREEKSIDE PARKWAY, AND PARCEL S.

AS OWNER:

OAK KNOLL VENTURE ACQUISITION, LLC, A DELAWARE LIMITED LIABILITY COMPANY

BY: DKP LAND HOLDINGS, LLC A DELAWARE LIMITED LIABILITY COMPANY ITS: MANAGER
BY: OAK KNOLL VENTURE HOLDINGS, LLC A DELAWARE LIMITED LIABILITY COMPANY ITS: MANAGER

BY: _____ BY: _____

NAME: _____ NAME: _____

DATE: _____ DATE: _____

CITY PLANNING COMMISSION'S STATEMENT

THIS MAP IS BASED ON A TENTATIVE TRACT MAP APPROVED BY THE CITY PLANNING COMMISSION OF THE CITY OF OAKLAND AT THEIR MEETING ON _____, 20____, AND WHEN RECORDED THIS MAP BECOMES THE OFFICIAL MAP OF THE LAND DIVISION.

DATE _____ CATHERINE PAYNE
SECRETARY OF THE CITY PLANNING COMMISSION OF
THE CITY OF OAKLAND

CITY CLERK'S STATEMENT

STATE OF CALIFORNIA
COUNTY OF ALAMEDA

I, ASHA REED, 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 8320" WAS PRESENTED TO THE COUNCIL OF THE CITY OF OAKLAND AT A REGULAR MEETING HELD ON THE _____ OF _____, 20____, AND THAT SAID COUNCIL DID THEREUPON BY RESOLUTION NUMBER _____ APPROVE SAID MAP.

I HEREBY ACCEPT ON BEHALF OF THE CITY OF OAKLAND THE AREAS DESIGNATED AS PARCEL S, BARCELONA STREET, OAK LEAF BOULEVARD, GOLDEN ACORN WAY, LARRY REID DRIVE, COPPER LEAF DRIVE, DAY SPRING COURT, AND CREEKSIDE PARKWAY FOR PUBLIC STREET AND UTILITY PURPOSES, THE AREAS DESIGNATED AS PARCEL A, PARCEL G, PARCEL H, PARCEL L, PARCEL M, AND PARCEL N, FOR PUBLIC USE, THE E.V.A.E. (EMERGENCY VEHICLE ACCESS EASEMENT), P.A.E. 'A' (PUBLIC ACCESS EASEMENT), P.A.E. 'B' (PUBLIC ACCESS EASEMENT), AND THE P.U.E. (PUBLIC UTILITY EASEMENT) AS HEREIN DEDICATED IN ACCORDANCE WITH SECTION 16.12.080 OF THE OAKLAND MUNICIPAL CODE.

PURSUANT TO GOVERNMENT CODE SECTION 66434(G), I HEREBY ABANDON THOSE PORTIONS OF THE HEREAFTER LISTED EASEMENTS, THAT ARE LOCATED WITHIN THE BOUNDARY OF THIS MAP BUT ARE NOT SHOWN ON THIS MAP:

- 1) 5' S.S.E., PARCEL 1 RECORDED ON APRIL 2, 1953 IN BOOK 7011 AT PAGE 5 OF OFFICIAL RECORDS OF THE COUNTY OF ALAMEDA, STATE OF CALIFORNIA.
- 2) 5' S.S.E., PARCEL 2 RECORDED ON APRIL 2, 1953 IN BOOK 7011 AT PAGE 5 OF OFFICIAL RECORDS OF THE COUNTY OF ALAMEDA, STATE OF CALIFORNIA.
- 3) 5' S.S.E. RECORDED ON OCTOBER 10, 1957 IN BOOK 8481 AT PAGE 347 OF OFFICIAL RECORDS OF THE COUNTY OF ALAMEDA, STATE OF CALIFORNIA.
- 4) 5' S.S.E. RECORDED ON APRIL 5, 1972 IN REEL 3089 AT IMAGE 663 OF OFFICIAL RECORDS OF THE COUNTY OF ALAMEDA, STATE OF CALIFORNIA.
- 5) 5' S.S.E. RECORDED ON JULY 23, 2002 AS DOCUMENT 2002313587 OF OFFICIAL RECORDS OF THE COUNTY OF ALAMEDA, STATE OF CALIFORNIA.
- 6) 5' S.S.E. RECORDED ON MAY 10, 1974 IN REEL 3676 AT IMAGE 738 OF OFFICIAL RECORDS OF THE COUNTY OF ALAMEDA, STATE OF CALIFORNIA.

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 _____, 20____.

ASHA REED
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 MY DIRECTION (AND WAS COMPILED FROM RECORD DATA) AND IS BASED UPON A FIELD SURVEY IN CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCE AT THE REQUEST OF OAK KNOLL VENTURE ACQUISITION GROUP ON NOVEMBER 2016. I HEREBY STATE THAT THIS FINAL MAP SUBSTANTIALLY CONFORMS TO THE APPROVED OR CONDITIONALLY APPROVED TENTATIVE MAP, IF ANY. I HEREBY STATE THAT THE MONUMENTS ARE OF THE CHARACTER AND OCCUPY THE POSITIONS INDICATED OR THAT THEY WILL BE SET IN THOSE POSITIONS BEFORE MAY 2023, AND THE MONUMENTS ARE, OR WILL BE, SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED.

DAVIS THRESH, PLS 6868



DATE _____

CITY SURVEYOR'S STATEMENT

I HEREBY STATE THAT I HAVE EXAMINED THIS MAP; THAT THE SUBDIVISION AS SHOWN IS SUBSTANTIALLY THE SAME AS IT APPEARED ON THE TENTATIVE MAP, AND ANY APPROVED ALTERATIONS THEREOF, THAT ALL PROVISIONS OF THE CALIFORNIA SUBDIVISION MAP ACT AND ANY LOCAL ORDINANCES APPLICABLE AT THE TIME OF APPROVAL OF THE TENTATIVE MAP, HAVE BEEN COMPLIED WITH; AND THAT I AM SATISFIED THIS MAP IS TECHNICALLY CORRECT.

RAYMOND R. HEBERT, PLS 5870
CITY SURVEYOR OF OAKLAND



DATE _____

CITY ENGINEER'S STATEMENT

I, _____ ACTING CITY ENGINEER, HAVING BEEN AUTHORIZED TO PERFORM THE FUNCTIONS OF THE CITY ENGINEER OF THE CITY OF OAKLAND, DO HEREBY CERTIFY THAT I HAVE EXAMINED THE HEREON EMBODIED MAP ENTITLED "TRACT 8320"; THAT THE SUBDIVISION AS SHOWN IS SUBSTANTIALLY THE SAME AS IT APPEARED ON THE TENTATIVE MAP, IF REQUIRED, AND ANY APPROVED ALTERATIONS THEREOF; THAT ALL THE PROVISIONS OF THE SUBDIVISION MAP ACT AND OF ANY LOCAL ORDINANCE APPLICABLE AT THE TIME OF THE APPROVAL OF THE TENTATIVE MAP, IF REQUIRED, HAVE BEEN COMPLIED WITH.

IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND THIS _____ DAY OF _____, 20____.

SIGNATURE: _____

PRINTED NAME: _____
R.C.E. NO. _____
ACTING CITY ENGINEER
CITY OF OAKLAND, ALAMEDA COUNTY
STATE OF CALIFORNIA



DATE _____

CLERK OF THE BOARD OF SUPERVISORS STATEMENT:

I, ANIKA CAMPBELL-BELTON, CLERK OF THE BOARD OF SUPERVISORS FOR THE COUNTY OF ALAMEDA, STATE OF CALIFORNIA, HEREBY STATE, AS CHECKED BELOW, THAT:

[] AN APPROVED BOND HAS BEEN FILED WITH THE BOARD OF SUPERVISORS OF SAID COUNTY AND STATE IN THE AMOUNT OF \$ _____, CONDITIONED FOR THE PAYMENT OF ALL THE TAXES AND SPECIAL ASSESSMENTS COLLECTED AS TAXES WHICH ARE NOW A LIEN AGAINST SAID LAND OR ANY PART THEREOF BUT NOT YET PAYABLE AND WAS DULY APPROVED BY SAID BOARD IN SAID AMOUNT.

[] ALL TAXES AND SPECIAL ASSESSMENTS COLLECTED AS TAXES HAVE BEEN PAID AS CERTIFIED BY THE TREASURER-TAX COLLECTOR OF THE COUNTY OF ALAMEDA.

IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND THIS _____ DAY OF _____, A.D. 20____.

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

BY: _____
DEPUTY COUNTY CLERK

RECORDER'S STATEMENT

FILED THIS _____ DAY OF _____, 20____, AT _____ M,

IN BOOK _____ OF MAPS, AT PAGES _____.

AT THE REQUEST OF CHICAGO TITLE COMPANY.

MELISSA WLK
COUNTY RECORDER

BY: _____
DEPUTY COUNTY RECORDER

FEE _____ SERIES # _____

**TRACT 8320
PHASE 1**

A 19 PARCEL SUBDIVISION AND CONDOMINIUM PROJECT WITHIN PARCELS 4, 6, 11, 12, 19, 23 AND 24 AS DEFINED IN SECTION 4125 OF THE CIVIL CODE OF THE STATE OF CALIFORNIA, APPROVED FOR A MAXIMUM OF 346 DWELLING UNITS AND ARE FILED PURSUANT TO THE SUBDIVISION TO THE SUBDIVISION MAP ACT

CONSISTING OF 9 SHEETS

BEING A SUBDIVISION OF PARCELS 1 THROUGH 3 OF THAT CERTAIN GRANT DEED RECORDED MAY 9, 2014 UNDER RECORDER'S SERIES NO. 2014117035, AND THAT CERTAIN GRANT DEED RECORDED JANUARY 24, 2017, UNDER SERIES NO. 2017017623, OFFICIAL RECORDS OF ALAMEDA COUNTY.

LYING ENTIRELY WITHIN THE
CITY OF OAKLAND, ALAMEDA COUNTY, CALIFORNIA
DATE: MAY 2022



ENGINEERS-SURVEYORS-PLANNERS
1730 NORTH FIRST STREET, SUITE 800
SAN JOSE, CALIFORNIA 95112

OWNER'S ACKNOWLEDGMENT

A NOTARY PUBLIC OR OTHER OFFICER COMPLETING THIS CERTIFICATE VERIFIES ONLY THE IDENTITY OF THE INDIVIDUAL WHO SIGNED THE DOCUMENT TO WHICH THIS CERTIFICATE IS ATTACHED, AND NOT THE TRUTHFULNESS, ACCURACY, OR VALIDITY OF THAT DOCUMENT

STATE OF CALIFORNIA)SS.
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 THAT BY HIS/HER/THEIR SIGNATURE(S) ON THE INSTRUMENT THE PERSON(S), OR THE ENTITY UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT.

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

WITNESS MY HAND:

NOTARY'S SIGNATURE: _____
PRINTED NOTARY'S NAME: _____
NOTARY'S PRINCIPAL PLACE OF BUSINESS: _____
NOTARY'S COMMISSION NUMBER: _____
EXPIRATION OF NOTARY'S COMMISSION: _____

BENCHMARK

CITY OF OAKLAND B.M. 814;
BEING A PIN IN MONUMENT WELL AT THE INTERSECTION OF SEQUOYA ROAD AND FAIRWAY AVENUE.
ELEVATION = 237.77 FEET BASED ON CITY OF OAKLAND DATUM.

GEOTECHNICAL REPORT

A GEOTECHNICAL REPORT ON THIS PROPERTY HAS BEEN PREPARED BY ENGeo INCORPORATED, ENTITLED "GEOTECHNICAL EXPLORATION", PROJECT NO. 5750.300.000, DATED JANUARY 30, 2017. A COPY OF WHICH HAS BEEN FILED WITH THE CITY OF OAKLAND.

SEISMIC HAZARD NOTE

THE REAL PROPERTY LIES WITHIN THE FOLLOWING HAZARDOUS AREA: A SEISMIC HAZARD ZONE-LIQUIFICATION ZONE PURSUANT TO SECTION 2596 OF THE PUBLIC RESOURCES CODE. THESE HAZARDS MAY LIMIT YOUR ABILITY TO DEVELOP THE REAL PROPERTY, TO OBTAIN INSURANCE, OR TO RECEIVE ASSISTANCE AFTER A DISASTER. THE MAPS ON WHICH THESE DISCLOSURES ARE BASED ESTIMATE WHERE NATURAL HAZARDS EXIST. THEY ARE NOT DEFINITIVE INDICATORS OF WHETHER OR NOT A PROPERTY WILL BE AFFECTED BY A NATURAL DISASTER. TRANSFEREE(S) MAY WISH TO OBTAIN PROFESSIONAL ADVICE REGARDING THOSE HAZARDS AND OTHER HAZARDS THAT MAY AFFECT THE PROPERTY.

BENEFICIARY'S STATEMENT

MSD CA PARTNERS, L.L.C., A DELAWARE LIMITED LIABILITY COMPANY, AS BENEFICIARY UNDER DEED OF TRUST RECORDED JULY 30, 2020 AS DOCUMENT NO. 2020182954, OFFICIAL RECORDS OF ALAMEDA COUNTY, ENCUMBERING THE LAND HEREIN SHOWN, HEREBY CONSENTS TO THE MAKING AND FILING OF THIS MAP.

BY: _____
NAME: _____
TITLE: _____

BENEFICIARY'S ACKNOWLEDGMENT

A NOTARY PUBLIC OR OTHER OFFICER COMPLETING THIS CERTIFICATE VERIFIES ONLY THE IDENTITY OF THE INDIVIDUAL WHO SIGNED THE DOCUMENT TO WHICH THIS CERTIFICATE IS ATTACHED, AND NOT THE TRUTHFULNESS, ACCURACY, OR VALIDITY OF THAT DOCUMENT

STATE OF CALIFORNIA)SS.
COUNTY OF _____)

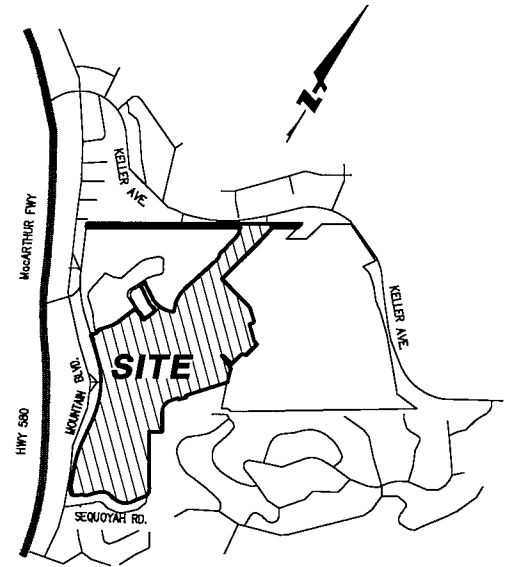
ON _____, BEFORE ME, _____, A NOTARY PUBLIC,

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 THAT BY HIS/HER/THEIR SIGNATURE(S) ON THE INSTRUMENT THE PERSON(S), OR THE ENTITY UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT.

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

WITNESS MY HAND:

NOTARY'S SIGNATURE: _____
PRINTED NOTARY'S NAME: _____
NOTARY'S PRINCIPAL PLACE OF BUSINESS: _____
NOTARY'S COMMISSION NUMBER: _____
EXPIRATION OF NOTARY'S COMMISSION: _____



VICINITY MAP
N.T.S.

**TRACT 8320
PHASE 1**

A 19 PARCEL SUBDIVISION AND CONDOMINIUM PROJECT WITHIN PARCELS 4, 6, 11, 12, 19, 23 AND 24 AS DEFINED IN SECTION 4125 OF THE CIVIL CODE OF THE STATE OF CALIFORNIA, APPROVED FOR A MAXIMUM OF 346 DWELLING UNITS AND ARE FILED PURSUANT TO THE SUBDIVISION TO THE SUBDIVISION MAP ACT

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LYING ENTIRELY WITHIN THE
CITY OF OAKLAND, ALAMEDA COUNTY, CALIFORNIA

DATE: MAY 2022



ENGINEERS-SURVEYORS-PLANNERS
1720 NORTH FIRST STREET, SUITE 600
SAN JOSE, CALIFORNIA 95112

TRACT 8320 PHASE 1

A 19 PARCEL SUBDIVISION AND CONDOMINIUM PROJECT WITHIN PARCELS 4, 6, 11, 12, 19, 23 AND 24 AS DEFINED IN SECTION 4125 OF THE CIVIL CODE OF THE STATE OF CALIFORNIA, APPROVED FOR A MAXIMUM OF 346 DWELLING UNITS AND ARE FILED PURSUANT TO THE SUBDIVISION TO THE SUBDIVISION MAP ACT CONSISTING OF 9 SHEETS

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LYING ENTIRELY WITHIN THE CITY OF OAKLAND, ALAMEDA COUNTY, CALIFORNIA
DATE: MAY 2022

BKF
ENGINEERS-SURVEYORS-PLANNERS
1750 NORTH FIRST STREET, SUITE 400
SAN JOSE, CALIFORNIA 95112

BOUNDARY NOTES:

NORTHEASTERN BOUNDARY LINE:

FOUND SPINDLE BE ASPHALT STAMPED "VESKE LAND SURVEYING" (A) AND 3/4" REBAR WITH PLASTIC CAP AND TAG (B) AS SHOWN ON RECORD OF SURVEY NO. 1444 (21 R/S 89), HELD THE FOUND 2" DISK AND REBAR FOR THE NORTHEAST BOUNDARY LINE. CALCULATED ADJACENT PARCELS BASED ON DEEDS AND OFFICIAL MAPS ON RECORD, HOLDING THE WIDTH OF KELLER AVENUE AT 100 FEET, AND HOLDING THE POSITIONS OF THE STREET MONUMENTS AS FOUND.

NORTHEASTERN LINES (DESIGNATED REMAINDER PARCEL NO. 2):

HELD IRON PIPES FOUND ON THE NORTHEAST CORNER (C) AND ON THE SOUTHEAST CORNER (E) OF PARCEL MAP 8827 (294 M 42-45) FOR LINE, AND PROJECTED IT TO INTERSECT THE ABOVE-MENTIONED NORTHEASTERN BOUNDARY LINE. HELD RECORD DATA (DISTANCES, RAZAL DELTAS AND RELATIVE ANGLES) FROM THAT CERTAIN GRANT OF EASEMENT (RE 2246 M 1) WAS IS THE PRESUMED BASIS FOR THE DESCRIPTION OF PARCEL "1" OF THAT CERTAIN OUTLAW DEED (RE 5703 M 51); THE DESCRIPTION OF SAID PARCEL "1" (RE 2246 M 1) FOLLOWS CLOCKWISE COURSES AND CONTAINS TYPOGRAPHICAL ERRORS AND FAILURES TO RECALCULATE RADIAL BEARINGS FROM SAID GRANT OF EASEMENT (RE 2246 M 1), WHOSE COURSES ARE COUNTERCLOCKWISE.

SOUTHEASTERN BOUNDARY LINES (DESIGNATED REMAINDER PARCEL NO. 2):

HELD FOUND IRON PIPES FOR LINES, ONE LOCATED ON THE NORTH LINE OF FORMER BARCELONA STREET (AS SHOWN ON PARCEL MAP 8730 (284 M 83-85) (C)) AND FOUND IRON PIPE (E) ON THE SOUTHEAST CORNER OF PARCEL MAP 8827 (294 M 42-45), ALSO BEING THE SOUTHEAST CORNER OF PARCEL "1" OF OUTLAW DEED (RE 5703 M 51) WHICH IS THE PRESUMED BASIS FOR PM 8730, ALSO BEING THE NORTHEAST CORNER OF PARCEL "2" OF SAID OUTLAW DEED (RE 5703 M 51), ALSO BEING THE SOUTHEAST CORNER OF SAID GRANT OF EASEMENT (RE 2246 M 1).

ALIGNED THE SOUTHEASTERLY LINE OF SAID PARCEL "2" (RE 2246 M 1) TO THE NORTHWESTERLY LINE OF THE SEQUOYAH HILLS SUBDIVISION (28 M 63), ESTABLISHED BETWEEN FOUND MONUMENTS, THE 1-1/2" IRON PIPE SHOWN ON PARCEL MAP 8827 (294 M 42-45), AND THE IRON PIPE (E) ON THE SOUTHEAST CORNER OF PARCEL MAP 8827 (294 M 42-45).

THIS RESULTS IN AN OVERLAP OF PARCEL "1" AND PARCEL "2", THOUGH THE TWO PARCELS OF SAID OUTLAW DEED (RE 5703 M 51) WERE SIMULTANEOUSLY CREATED, KELLER AVENUE HAS A LONGSTANDING USE AS A ROAD EASEMENT (RE 2246 M 1) PRECEDING SAID OUTLAW DEED, AND IS ADDITIONALLY WELL-MONUMENTED. DUE TO THE STRONGER EVIDENCE OF THE LOCATION OF KELLER AVENUE AND ITS LONGER HISTORY AS A ROAD EASEMENT, PARCEL "1" WAS TREATED AS BEING SENIOR, AND THE RELATIVE BEARING AND DISTANCE OF THE FIRST COURSE OF PARCEL "1", DESCRIBED AS "N82°04'42" W, 288.28 FEET", WAS HELD.

THE OTHER SOUTHEASTERN BOUNDARY LINES WERE RETRACED FROM THE PARCEL MAP 8730 (284 M 83-85) PREPARED BY KIER & WRIGHT CIVIL ENGINEERS & SURVEYORS INC. TWELVE (12) MONUMENTS WERE FOUND AS DESCRIBED FROM THIS MAP.

SOUTHERN BOUNDARY LINES

FOUND STANDARD CITY OF OAKLAND STREET MONUMENTS ALONG SEQUOYAH AVENUE (FORMERLY OAK KNOLL BOULEVARD) AS SHOWN AND DESCRIBED ON THE TRACT MAP ENTITLED FERRYWAY ESTATES IN OAK KNOLL (18 M 59), THE HORIZONTAL POSITIONS OF THE FOUND MONUMENTS WERE HELD TO DEFINE STREET CENTERLINES AND TANGENTIAL LINES, AND THE WIDTH OF THE ROAD WAS APPLIED AT 30-FOOT WIDE, WHILE HOLDING OPEN RAZAL DELTAS, RELATIVE ANGLES, BUT ADJUSTING THE DISTANCES DESCRIBED FROM THE LEGAL DESCRIPTION OF THE PARCEL (CIVIL NO 22087-R FINAL JUDGEMENT FILED JANUARY 16, 1943 IN THE DISTRICT COURT OF THE UNITED STATES AND FOR THE NORTHERN DISTRICT OF CALIFORNIA SOUTHERN DIVISION).

SOUTHWESTERN BOUNDARY LINES

HELD NORTHWEST CORNER, FOUND (A) 2" BRASS DISK WITH SPINDLE IN ASPHALT STAMPED "VESKE LAND SURVEYING" AND 3/4" REBAR WITH PLASTIC CAP AND TAG AS SHOWN ON RECORD OF SURVEY NO. 1444 (21 R/S 89), AS THE POINT OF BEGINNING OF THE LEGAL DESCRIPTION OF THE PARCEL (CIVIL NO 22087-R FINAL JUDGEMENT FILED JANUARY 16, 1943 IN THE DISTRICT COURT OF THE UNITED STATES AND FOR THE NORTHERN DISTRICT OF CALIFORNIA SOUTHERN DIVISION). RECORD DISTANCES RAZAL DELTAS, RELATIVE ANGLES WERE USED TO RETRACE THE SOUTHWESTERN BOUNDARY LINES.

ONE MONUMENT WAS FOUND ALONG MOUNTAIN BOULEVARD, DESCRIBED AS STATE MONUMENT 5A ON THE TRACT MAP 4108 (120 M 13) RECORDED ON JULY 14, 1890. THIS FOUND 2" BRASS DISC DOES NOT SEEM TO MARK A PROPERTY CORNER, BUT SHOWN AS A REFERENCE POINT FOR SURVEY CONTROL POINTS ON SAID TRACT MAP. THE OTHER MONUMENTS ALONG THE WEST LINE OF MOUNTAIN BOULEVARD AS SHOWN AND DESCRIBED WITH DIMENSIONS ON THIS CERTAIN TRACT MAP WERE SEARCHED FOR BUT NOT FOUND.

SET 3/4" IRON PIPE WITH PASTIC CAP, TAGGED "LS 6888"	P.S.S.E.	PUBLIC SANITARY SEWER EASEMENT
RS	RS	RECORD OF SURVEY
SET 2-1/2" BRASS DISK WITH PUNCH MARK AND STAMPED "LS 6888"	SNF	SEARCHED FOR NOT FOUND
WITH FRAME AND COVER	(R)	RADIAL BEARING
	(T)	TOTAL DISTANCE VALUE
FOUND BRASS DISK MONUMENT AS NOTED	{ 31 or R1	RECORD DATA PER TRACT 5019, 144 M 42
TAGS/IDENTIFIATION SHOWN HEREON	{ 32 or R2	RECORD DATA PER RS 1949, 25 M 74
FOUND REBAR & PLASTIC CAP, OR AS NOTED	{ 33 or R3	RECORD DATA PER PM 8827, 294 M 42
FOUND IRON PIPE MONUMENT AS NOTED	{ 34 or R4	RECORD DATA PER RS 1444, 21 M 8
	{ 35 or R5	RECORD DATA PER TRACT 508, 25 M 79
	{ 36 or R6	RECORD DATA PER TRACT 724, 11 M 65
	{ 37 or R7	RECORD DATA PER "FERRYWAY ESTATES IN OAK KNOLL", 18 M 59-81
	{ 38 or R8	RECORD DATA PER PM 8730, 294 M 83
	{ 39 or R9	RECORD DATA PER RS 1949, 25 M 74
	{ 40 or R10	RECORD DATA PER "MAP OF SUBDIVISION SEQUOYAH HILLS", 28 M 63
	{ 41 or R11	RECORD DATA PER 786 DR. 472
	{ 42 or R12	RECORD DATA PER UNRECORDED EASEMENT MAP NO. 8570
	{ 43 or R13	RECORD DATA PER TRACT NO. 5 DATED "19 Oct 72"
	{ 44 or R14	RECORD DATA PER PM 2783, 113 M 3
	{ 45 or R15	RECORD DATA PER PM 8410, _____
		_____ CALCULATED DISTANCE FROM RECORD DATA

NO.	RADIUS	DELTA	LENGTH
C3	80.00'	70°33'38"	71.39'
C4	148.99'	73°16'21"	191.81'
C7	1138.93'	15°06'00"	35.41'

NO.	BEARING	LENGTH
L3	N58°41'18"E	44.48'
L4	N18°32'30"W	308.93'
L5	N47°59'20"W	22.00'
L6	S42°00'40"W	93.00'
L7	N47°59'20"W	22.00'
L8	N42°00'40"E	88.77'
L9	N58°44'27"E	1.91'
L10	N31°10'06"W	225.80'

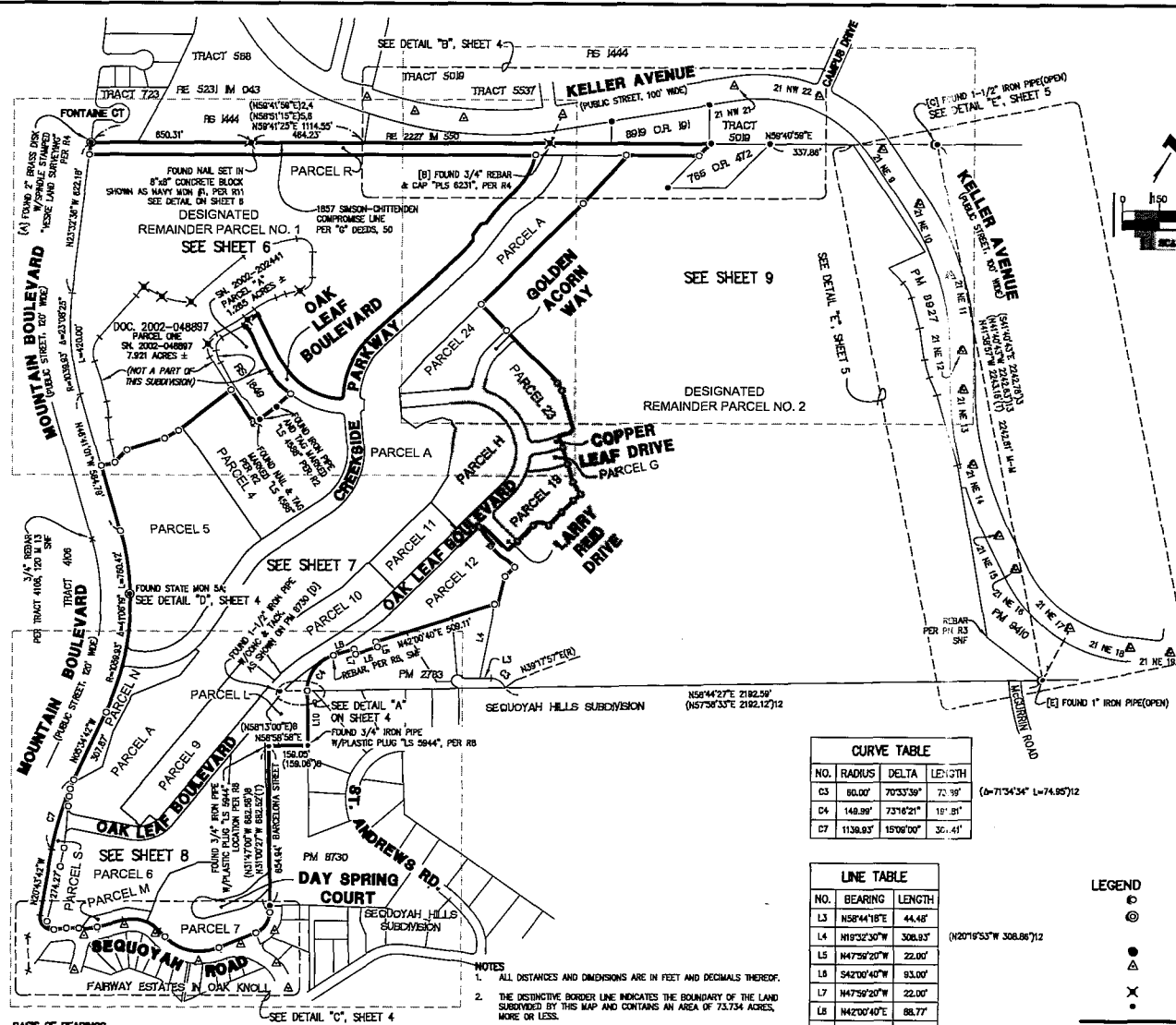
LEGEND

- ⊙ PUBLIC SANITARY SEWER EASEMENT
- ⊙ RECORD OF SURVEY
- ⊙ SEARCHED FOR NOT FOUND
- ⊙ RADIAL BEARING
- (T) TOTAL DISTANCE VALUE
- { 31 or R1 RECORD DATA PER TRACT 5019, 144 M 42
- { 32 or R2 RECORD DATA PER RS 1949, 25 M 74
- { 33 or R3 RECORD DATA PER PM 8827, 294 M 42
- { 34 or R4 RECORD DATA PER RS 1444, 21 M 8
- { 35 or R5 RECORD DATA PER TRACT 508, 25 M 79
- { 36 or R6 RECORD DATA PER TRACT 724, 11 M 65
- { 37 or R7 RECORD DATA PER "FERRYWAY ESTATES IN OAK KNOLL", 18 M 59-81
- { 38 or R8 RECORD DATA PER PM 8730, 294 M 83
- { 39 or R9 RECORD DATA PER RS 1949, 25 M 74
- { 40 or R10 RECORD DATA PER "MAP OF SUBDIVISION SEQUOYAH HILLS", 28 M 63
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- { 42 or R12 RECORD DATA PER UNRECORDED EASEMENT MAP NO. 8570
- { 43 or R13 RECORD DATA PER TRACT NO. 5 DATED "19 Oct 72"
- { 44 or R14 RECORD DATA PER PM 2783, 113 M 3
- { 45 or R15 RECORD DATA PER PM 8410, _____
- _____ CALCULATED DISTANCE FROM RECORD DATA

- NOTES
- ALL DISTANCES AND DIMENSIONS ARE IN FEET AND DECIMALS THEREOF.
 - THE DISTINCTIVE BORDER LINE INDICATES THE BOUNDARY OF THE LAND SUBDIVIDED BY THIS MAP AND CONTAINS AN AREA OF 73.734 ACRES, MORE OR LESS.
 - SEE SHEETS 6 THROUGH 9 FOR PROPOSED LOTS, EASEMENTS AND STREET MONUMENTATION.
 - EASEMENT LINES WITHOUT BEARINGS ARE PERPENDICULAR TO OR PARALLEL WITH PROXIMATE EASEMENT AND/OR LOT LINES.

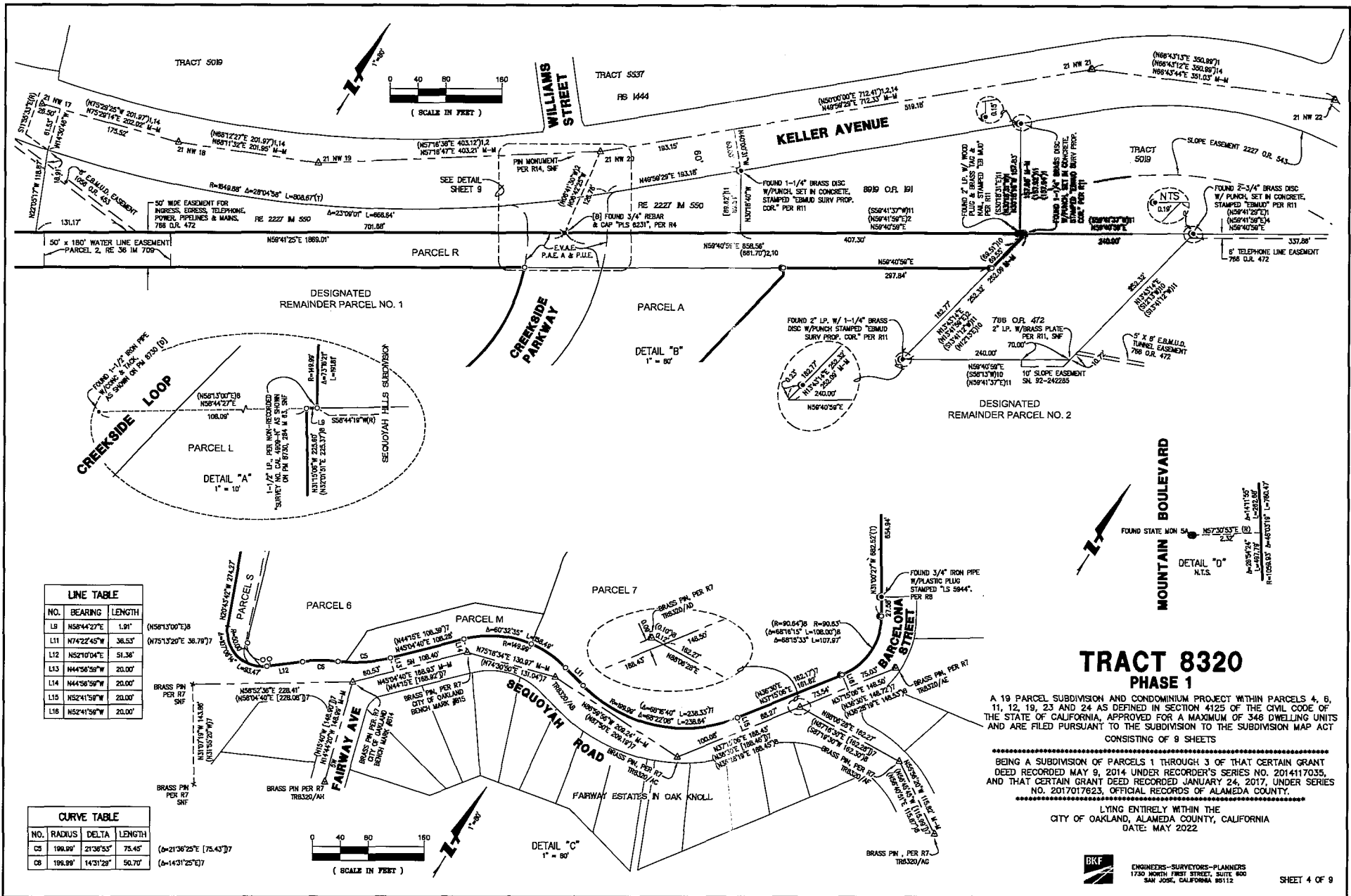
SHEET INDEX
SHEET 1
SHEET 2
SHEET 3
SHEET 4
SHEET 5-9

TITLE SHEET
ACKNOWLEDGEMENTS
KEYMAP A TIES TO MONUMENT LINE
PROPOSED SUBDIVISION & EASEMENTS



BASIS OF BEARINGS
THE BEARINGS SHOWN ON THIS SURVEY ARE BASED ON THE NORTH AMERICAN DATUM OF 1983 (NAD 83) CROSS, CALIFORNIA ZONE 3. THE COORDINATES WERE DETERMINED BY HOLDING THE NAD 83 CROSS (EPOCH 2002.75) STATE PLANE COORDINATE VALUES OF NGS CONTROL POINTS AK0314 AND 028862.

DISTANCES SHOWN ARE BASED ON NAD83 CALIFORNIA ZONE 3. TO CONVERT TO GROUND DISTANCES, MULTIPLY DISTANCES SHOWN BY 1.000070754.



LINE TABLE		
NO.	BEARING	LENGTH
L9	N58°44'27"E	1.91'
L11	N74°22'45"W	36.53'
L12	N52°10'04"E	51.36'
L13	N44°58'59"W	20.00'
L14	N44°58'59"W	20.00'
L15	N52°41'59"W	20.00'
L16	N52°41'59"W	20.00'

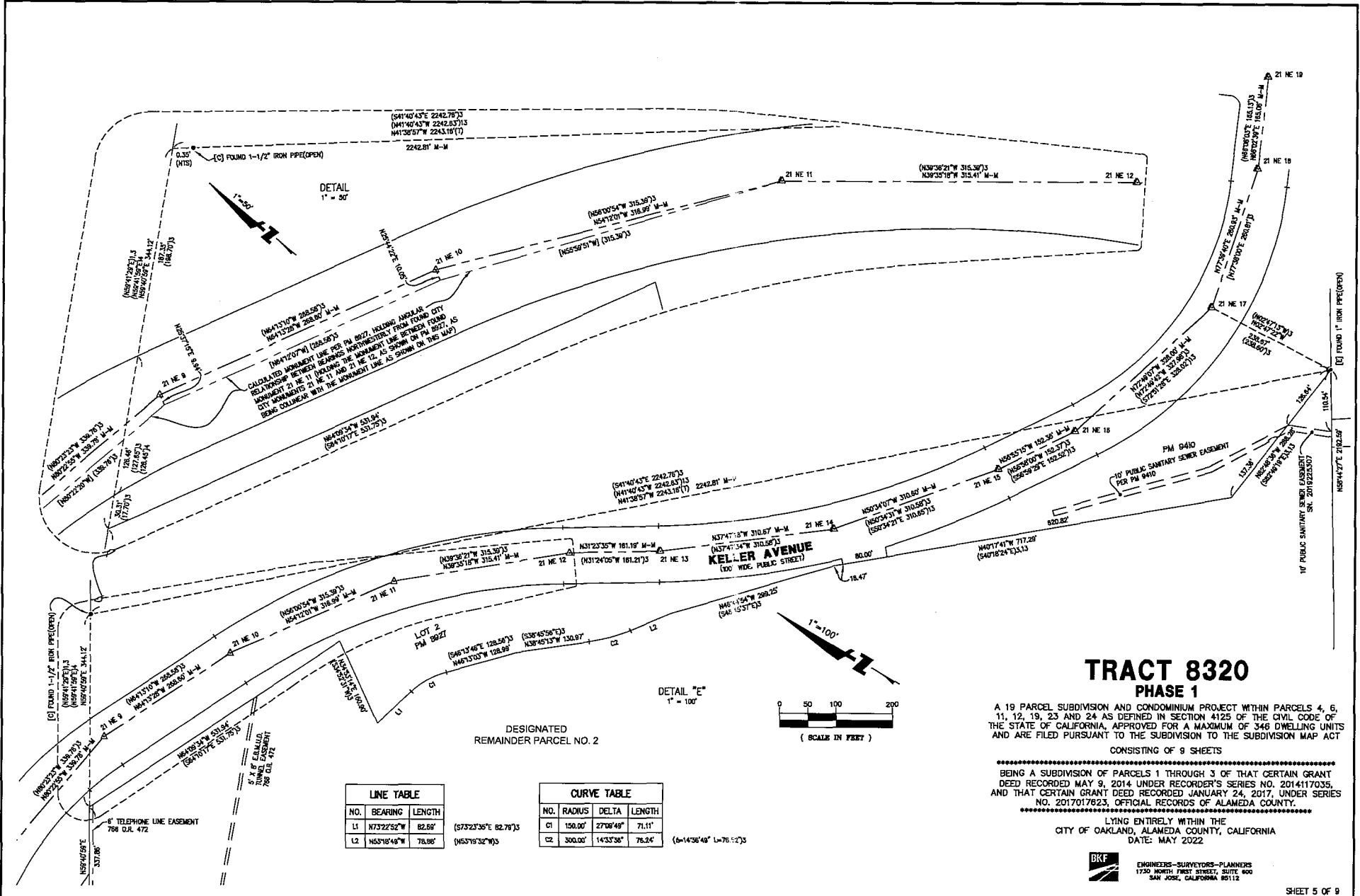
CURVE TABLE			
NO.	RADIUS	DELTA	LENGTH
C5	196.99'	21°36'53"	75.45'
C6	196.99'	14°31'28"	50.70'

**TRACT 8320
PHASE 1**

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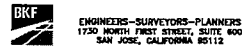


TRACT 8320 PHASE 1

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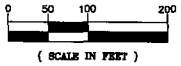
LINE TABLE		
NO.	BEARING	LENGTH
L1	N73°22'52"W	82.69'
L2	N63°18'49"W	78.98'

(S73°23'36"E 82.70')
(N63°19'32"W)

CURVE TABLE			
NO.	RADIUS	DELTA	LENGTH
C1	150.00'	27°08'49"	71.11'
C2	300.00'	14°33'36"	75.24'

(b=14°36'49" L=76.12')

DESIGNATED
REMAINDER PARCEL NO. 2



LINE TABLE

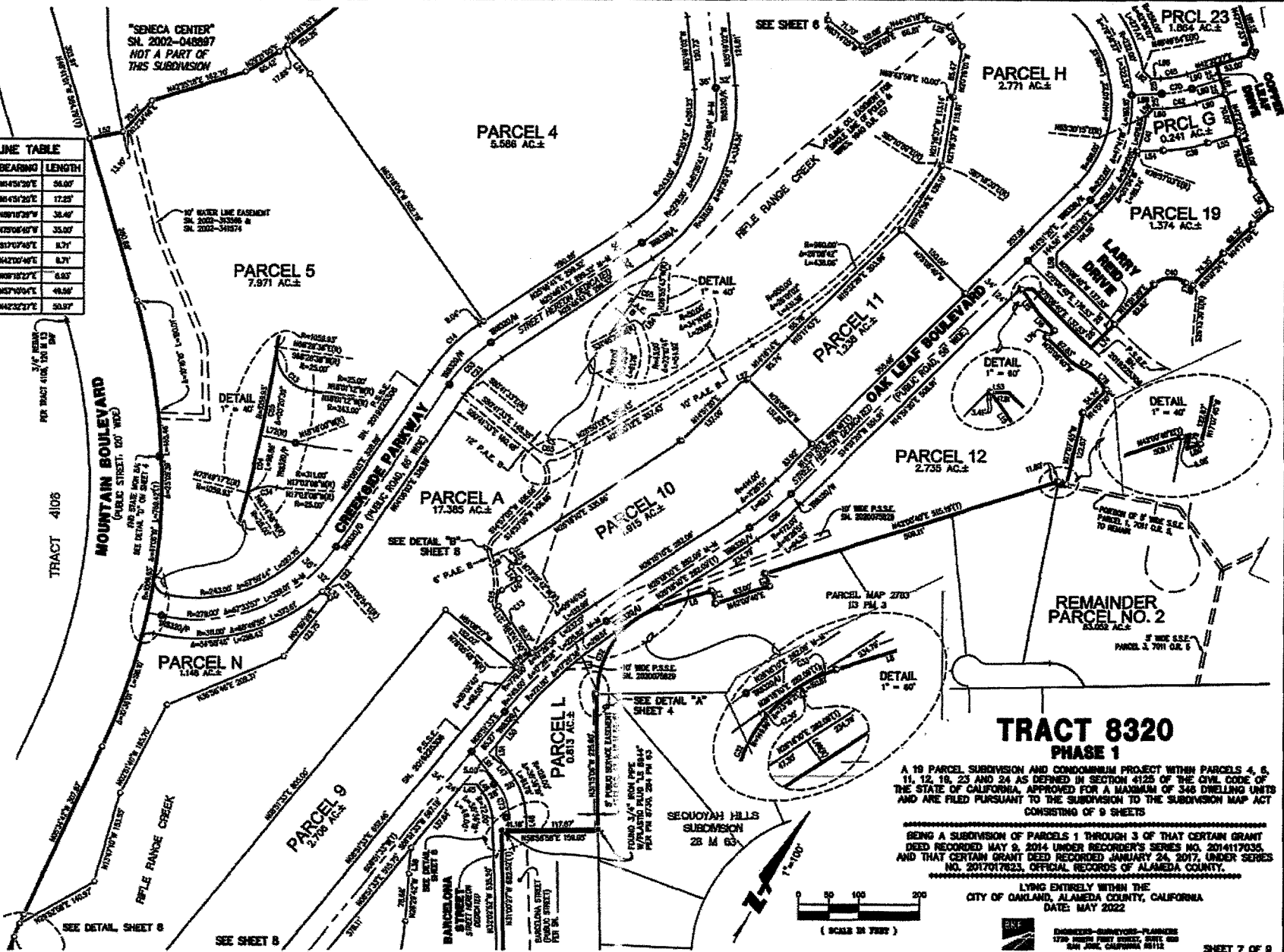
NO.	BEARING	LENGTH
L1	N47°02'00"W	22.00'
L2	N47°02'00"W	22.00'
L3	N47°02'00"W	88.77'
L10	N28°18'00"E	34.44'
L12	N63°47'00"W	37.00'
L13	S81°18'00"W	3.67'
L14	N67°41'00"W	23.70'
L15	N63°03'00"W	52.76'
L16	N75°02'00"W	35.87'
L17	N64°51'00"W	58.81'
L18	N43°20'00"E	17.25'
L19	N69°17'00"W	38.40'
L20	N75°02'00"E	35.00'
L21	N43°20'00"E	14.00'
L22	N67°41'00"W	8.71'
L23	N43°20'00"E	15.52'
L24	N69°17'00"W	8.87'
L25	N62°02'00"W	17.47'
L26	N57°00'00"E	48.56'
L27	N60°00'00"E	21.83'
L28	S62°36'00"E	17.25'
L29	N67°00'00"W	35.81'
L30	N62°02'00"W	21.83'
L31	S62°36'00"E	8.15'
L32	N69°17'00"E	50.67'
L33	N69°17'00"E	17.53'
L34	N61°42'00"E	56.20'
L35	N69°17'00"E	21.21'
L36	N57°00'00"E	63.87'
L37	N43°22'00"E	50.87'
L38	N63°12'00"W	56.37'
L39	S62°36'00"E	36.06'
L40	N67°00'00"W	21.21'
L41	N63°24'00"E	17.87'
L42	N67°00'00"W	18.92'
L43	N67°00'00"E	15.43'
L44	N67°00'00"E	24.25'

LINE TABLE

NO.	BEARING	LENGTH
L45	N45°18'00"E	56.00'
L46	N43°20'00"E	17.25'
L47	N69°17'00"W	38.40'
L48	N75°02'00"E	35.00'
L49	N43°20'00"E	14.00'
L50	N67°41'00"W	8.71'
L51	N43°20'00"E	15.52'
L52	N69°17'00"W	8.87'
L53	N62°02'00"W	17.47'
L54	N57°00'00"E	48.56'
L55	N60°00'00"E	21.83'
L56	S62°36'00"E	17.25'
L57	N67°00'00"W	35.81'
L58	N62°02'00"W	21.83'
L59	S62°36'00"E	8.15'
L60	N69°17'00"E	50.67'
L61	N69°17'00"E	17.53'
L62	N61°42'00"E	56.20'
L63	N69°17'00"E	21.21'
L64	N57°00'00"E	63.87'
L65	N43°22'00"E	50.87'
L66	N63°12'00"W	56.37'
L67	S62°36'00"E	36.06'
L68	N67°00'00"W	21.21'
L69	N63°24'00"E	17.87'
L70	N67°00'00"W	18.92'
L71	N67°00'00"E	15.43'
L72	N67°00'00"E	24.25'

CURVE TABLE

NO.	RADIUS	DELTA	LENGTH
C15	25.00'	98°28'30"	37.74'
C16	287.00'	21°38'38"	112.10'
C17	18.67'	167°00'00"	28.32'
C18	778.00'	23°36'00"	35.84'
C19	31.00'	133°10'00"	75.18'
C20	228.00'	21°38'38"	86.51'
C21	148.00'	57°34'00"	158.70'
C22	148.00'	59°42'00"	41.17'
C23	25.00'	46°12'30"	20.16'
C24	285.00'	14°37'30"	75.31'
C25	21.00'	331°14'00"	12.17'
C26	46.00'	82°06'00"	57.33'
C27	258.00'	12°26'48"	80.08'
C28	225.00'	14°37'30"	57.44'
C29	178.00'	14°37'30"	44.88'
C30	1258.00'	2°07'10"	38.27'
C31	1058.00'	3°17'00"	58.95'
C32	448.00'	11°26'50"	80.51'
C33	46.00'	302°15'00"	48.20'



**TRACT 8320
PHASE 1**

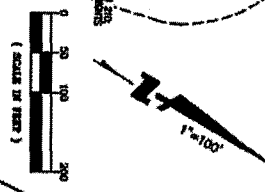
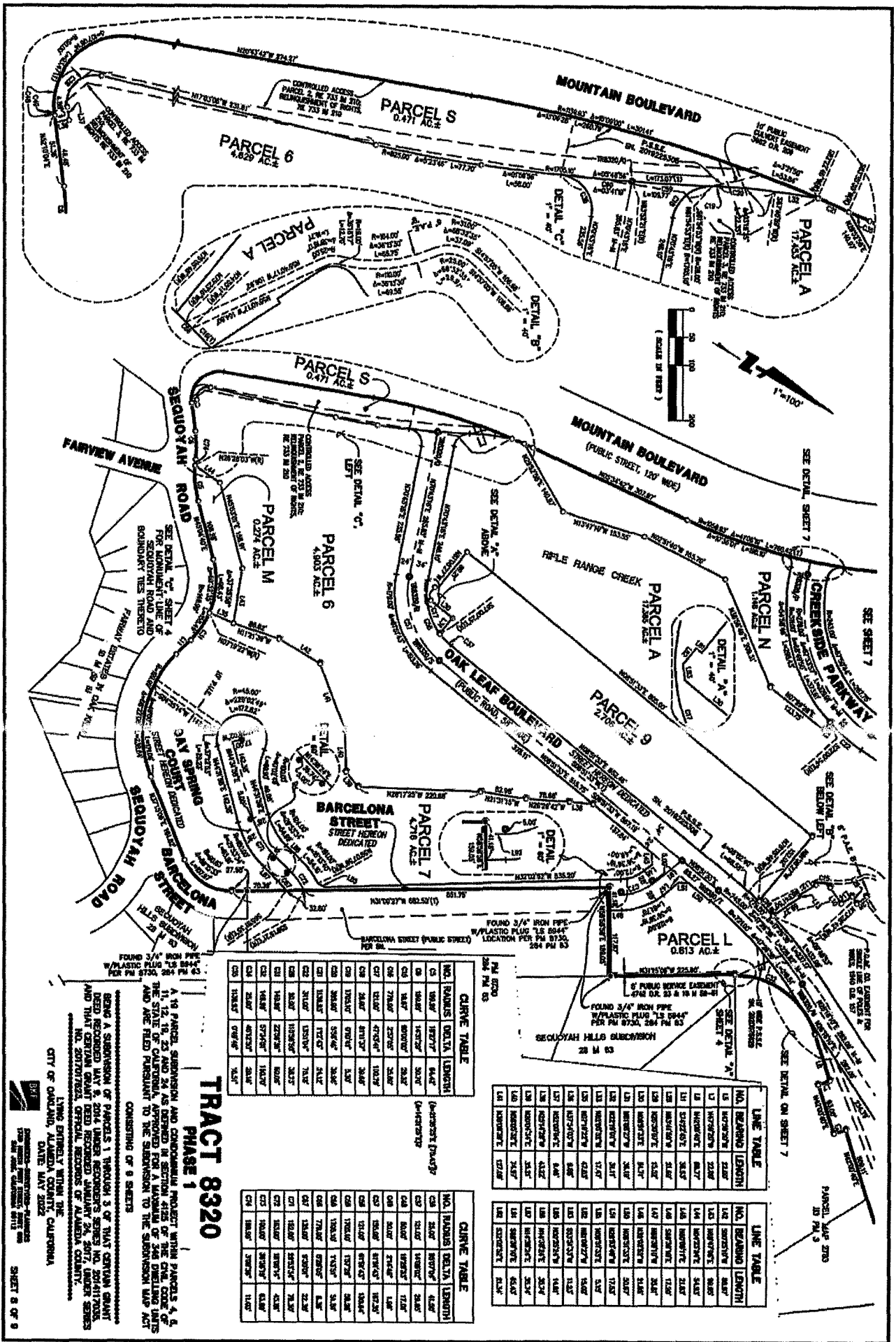
A 19 PARCEL SUBDIVISION AND CONDOMINIUM PROJECT WITH PARCELS 4, 5, 11, 12, 19, 23 AND 24 AS DEFINED IN SECTION 4125 OF THE CIVIL CODE OF THE STATE OF CALIFORNIA, APPROVED FOR A MAXIMUM OF 548 DWELLING UNITS AND ARE FILED PURSUANT TO THE SUBDIVISION TO THE SUBDIVISION MAP ACT CONSISTING OF 9 SHEETS

BEING A SUBDIVISION OF PARCELS 1 THROUGH 3 OF THAT CERTAIN GRANT DEED RECORDED MAY 9, 2014 UNDER RECORDER'S SERIES NO. 2014117035, AND THAT CERTAIN GRANT DEED RECORDED JANUARY 24, 2017, UNDER SERIES NO. 2017017623, OFFICIAL RECORDS OF ALAMEDA COUNTY.

LYING ENTIRELY WITHIN THE
CITY OF OAKLAND, ALAMEDA COUNTY, CALIFORNIA
DATE: MAY 2022



ENGINEERS-GEODETIC-PLANNERS
1770 RIVERSIDE DRIVE, SUITE 100
SAN JOSE, CALIFORNIA 95128



CURVE TABLE

NO.	BEARING	DELTA	LENGTH
C1	N44°15'00"W	180°00'	64.4'
C2	N44°15'00"W	180°00'	64.4'
C3	N44°15'00"W	180°00'	64.4'
C4	N44°15'00"W	180°00'	64.4'
C5	N44°15'00"W	180°00'	64.4'
C6	N44°15'00"W	180°00'	64.4'
C7	N44°15'00"W	180°00'	64.4'
C8	N44°15'00"W	180°00'	64.4'
C9	N44°15'00"W	180°00'	64.4'
C10	N44°15'00"W	180°00'	64.4'
C11	N44°15'00"W	180°00'	64.4'
C12	N44°15'00"W	180°00'	64.4'
C13	N44°15'00"W	180°00'	64.4'
C14	N44°15'00"W	180°00'	64.4'
C15	N44°15'00"W	180°00'	64.4'
C16	N44°15'00"W	180°00'	64.4'
C17	N44°15'00"W	180°00'	64.4'
C18	N44°15'00"W	180°00'	64.4'
C19	N44°15'00"W	180°00'	64.4'
C20	N44°15'00"W	180°00'	64.4'
C21	N44°15'00"W	180°00'	64.4'
C22	N44°15'00"W	180°00'	64.4'
C23	N44°15'00"W	180°00'	64.4'
C24	N44°15'00"W	180°00'	64.4'
C25	N44°15'00"W	180°00'	64.4'
C26	N44°15'00"W	180°00'	64.4'
C27	N44°15'00"W	180°00'	64.4'
C28	N44°15'00"W	180°00'	64.4'
C29	N44°15'00"W	180°00'	64.4'
C30	N44°15'00"W	180°00'	64.4'
C31	N44°15'00"W	180°00'	64.4'
C32	N44°15'00"W	180°00'	64.4'
C33	N44°15'00"W	180°00'	64.4'
C34	N44°15'00"W	180°00'	64.4'
C35	N44°15'00"W	180°00'	64.4'
C36	N44°15'00"W	180°00'	64.4'
C37	N44°15'00"W	180°00'	64.4'
C38	N44°15'00"W	180°00'	64.4'
C39	N44°15'00"W	180°00'	64.4'
C40	N44°15'00"W	180°00'	64.4'
C41	N44°15'00"W	180°00'	64.4'
C42	N44°15'00"W	180°00'	64.4'
C43	N44°15'00"W	180°00'	64.4'
C44	N44°15'00"W	180°00'	64.4'
C45	N44°15'00"W	180°00'	64.4'
C46	N44°15'00"W	180°00'	64.4'
C47	N44°15'00"W	180°00'	64.4'
C48	N44°15'00"W	180°00'	64.4'
C49	N44°15'00"W	180°00'	64.4'
C50	N44°15'00"W	180°00'	64.4'

CURVE TABLE

NO.	BEARING	DELTA	LENGTH
C51	N44°15'00"W	180°00'	64.4'
C52	N44°15'00"W	180°00'	64.4'
C53	N44°15'00"W	180°00'	64.4'
C54	N44°15'00"W	180°00'	64.4'
C55	N44°15'00"W	180°00'	64.4'
C56	N44°15'00"W	180°00'	64.4'
C57	N44°15'00"W	180°00'	64.4'
C58	N44°15'00"W	180°00'	64.4'
C59	N44°15'00"W	180°00'	64.4'
C60	N44°15'00"W	180°00'	64.4'
C61	N44°15'00"W	180°00'	64.4'
C62	N44°15'00"W	180°00'	64.4'
C63	N44°15'00"W	180°00'	64.4'
C64	N44°15'00"W	180°00'	64.4'
C65	N44°15'00"W	180°00'	64.4'
C66	N44°15'00"W	180°00'	64.4'
C67	N44°15'00"W	180°00'	64.4'
C68	N44°15'00"W	180°00'	64.4'
C69	N44°15'00"W	180°00'	64.4'
C70	N44°15'00"W	180°00'	64.4'
C71	N44°15'00"W	180°00'	64.4'
C72	N44°15'00"W	180°00'	64.4'
C73	N44°15'00"W	180°00'	64.4'
C74	N44°15'00"W	180°00'	64.4'
C75	N44°15'00"W	180°00'	64.4'
C76	N44°15'00"W	180°00'	64.4'
C77	N44°15'00"W	180°00'	64.4'
C78	N44°15'00"W	180°00'	64.4'
C79	N44°15'00"W	180°00'	64.4'
C80	N44°15'00"W	180°00'	64.4'

LINE TABLE

NO.	BEARING	LENGTH
L1	N44°15'00"W	244.64
L2	N44°15'00"W	244.64
L3	N44°15'00"W	244.64
L4	N44°15'00"W	244.64
L5	N44°15'00"W	244.64
L6	N44°15'00"W	244.64
L7	N44°15'00"W	244.64
L8	N44°15'00"W	244.64
L9	N44°15'00"W	244.64
L10	N44°15'00"W	244.64
L11	N44°15'00"W	244.64
L12	N44°15'00"W	244.64
L13	N44°15'00"W	244.64
L14	N44°15'00"W	244.64
L15	N44°15'00"W	244.64
L16	N44°15'00"W	244.64
L17	N44°15'00"W	244.64
L18	N44°15'00"W	244.64
L19	N44°15'00"W	244.64
L20	N44°15'00"W	244.64
L21	N44°15'00"W	244.64
L22	N44°15'00"W	244.64
L23	N44°15'00"W	244.64
L24	N44°15'00"W	244.64
L25	N44°15'00"W	244.64
L26	N44°15'00"W	244.64
L27	N44°15'00"W	244.64
L28	N44°15'00"W	244.64
L29	N44°15'00"W	244.64
L30	N44°15'00"W	244.64
L31	N44°15'00"W	244.64
L32	N44°15'00"W	244.64
L33	N44°15'00"W	244.64
L34	N44°15'00"W	244.64
L35	N44°15'00"W	244.64
L36	N44°15'00"W	244.64
L37	N44°15'00"W	244.64
L38	N44°15'00"W	244.64
L39	N44°15'00"W	244.64
L40	N44°15'00"W	244.64
L41	N44°15'00"W	244.64
L42	N44°15'00"W	244.64
L43	N44°15'00"W	244.64
L44	N44°15'00"W	244.64
L45	N44°15'00"W	244.64
L46	N44°15'00"W	244.64
L47	N44°15'00"W	244.64
L48	N44°15'00"W	244.64
L49	N44°15'00"W	244.64
L50	N44°15'00"W	244.64

LINE TABLE

NO.	BEARING	LENGTH
L51	N44°15'00"W	244.64
L52	N44°15'00"W	244.64
L53	N44°15'00"W	244.64
L54	N44°15'00"W	244.64
L55	N44°15'00"W	244.64
L56	N44°15'00"W	244.64
L57	N44°15'00"W	244.64
L58	N44°15'00"W	244.64
L59	N44°15'00"W	244.64
L60	N44°15'00"W	244.64
L61	N44°15'00"W	244.64
L62	N44°15'00"W	244.64
L63	N44°15'00"W	244.64
L64	N44°15'00"W	244.64
L65	N44°15'00"W	244.64
L66	N44°15'00"W	244.64
L67	N44°15'00"W	244.64
L68	N44°15'00"W	244.64
L69	N44°15'00"W	244.64
L70	N44°15'00"W	244.64
L71	N44°15'00"W	244.64
L72	N44°15'00"W	244.64
L73	N44°15'00"W	244.64
L74	N44°15'00"W	244.64
L75	N44°15'00"W	244.64
L76	N44°15'00"W	244.64
L77	N44°15'00"W	244.64
L78	N44°15'00"W	244.64
L79	N44°15'00"W	244.64
L80	N44°15'00"W	244.64

TRACT 8320
PHASE 1

A 19 PARCEL SUBDIVISION AND CONVEYANCE PROJECT WITHIN PARCELS A, B, C, D, E, F, G, H, I, J, K, L, M, N, O, P, Q, R, S, T, U, V, W, X, Y, Z, AND AA AS SHOWN IN SECTION 31E2 OF THE CIVIL CODE OF THE STATE OF CALIFORNIA, APPROVED FOR A VARIANCE OF THE DRAINAGE UNITS AND ARE FIELD PRESENT TO THE SUBDIVISION BY THE SUBDIVISION MAP ACT CONSISTING OF 8 SHEETS

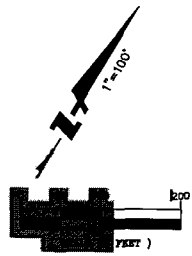
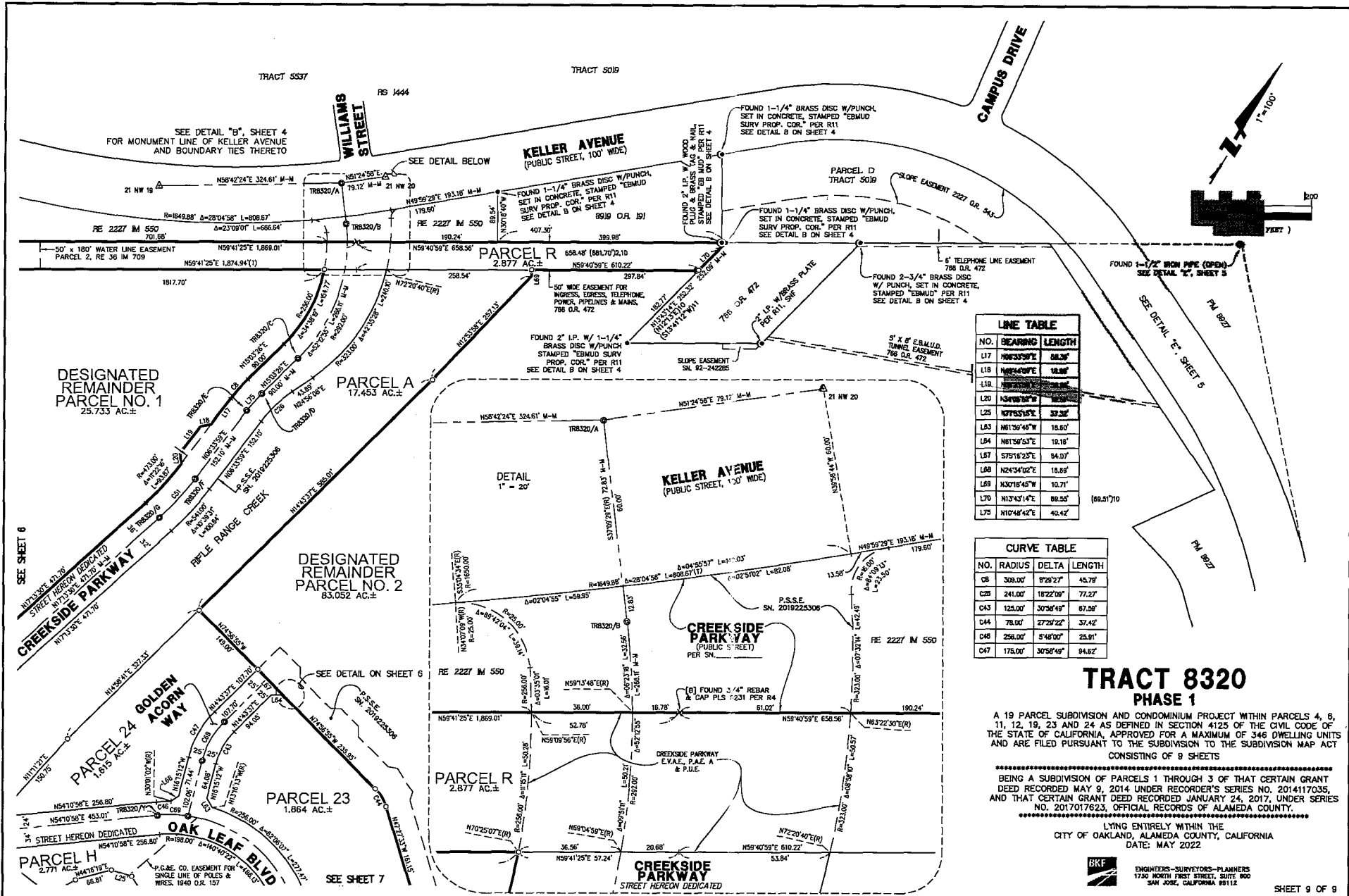
BEING A SUBDIVISION OF PARCELS 1 THROUGH 3 OF THAT CERTAIN GRANT DEED RECORDED MAY 20, 1988 UNDER RECORD NO. 24, 247, UNDER SERIES NO. 28170703, OFFICIAL RECORDS OF ALAMEDA COUNTY, CALIFORNIA.

LIVING ENTIRELY WITHIN THE CALIFORNIA CITY OF OAKLAND, ALAMEDA COUNTY, CALIFORNIA.

DATE MAY 2008

1987
 1500 PAVAN DRIVE, SUITE 200
 OAKLAND, CALIFORNIA 94612

SHEET 8 OF 9



LINE TABLE		
NO.	BEARING	LENGTH
L17	N63°39'00"E	68.26'
L18	N64°40'00"E	18.86'
L19	N64°40'00"E	18.86'
L20	N30°18'45"W	37.50'
L25	N77°53'47"E	37.50'
L33	N61°56'45"W	18.60'
L34	N61°56'53"E	18.18'
L37	S75°16'23"E	64.07'
L38	N24°34'02"E	18.86'
L39	N30°18'45"W	10.71'
L70	N13°43'14"E	88.55'
L75	N10°48'42"E	40.42'

CURVE TABLE			
NO.	RADIUS	DELTA	LENGTH
C8	309.00'	8°29'27"	45.78'
C23	241.00'	18°22'08"	77.27'
C43	125.00'	30°38'48"	67.58'
C44	78.00'	27°28'22"	37.42'
C45	258.00'	5°48'00"	23.91'
C47	175.00'	30°58'48"	94.87'

TRACT 8320 PHASE 1

A 19 PARCEL SUBDIVISION AND CONDOMINIUM PROJECT WITHIN PARCELS 4, 8, 11, 12, 19, 23 AND 24 AS DEFINED IN SECTION 4125 OF THE CIVIL CODE OF THE STATE OF CALIFORNIA, APPROVED FOR A MAXIMUM OF 346 DWELLING UNITS AND ARE FILED PURSUANT TO THE SUBDIVISION TO THE SUBDIVISION MAP ACT CONSISTING OF 9 SHEETS

BEING A SUBDIVISION OF PARCELS 1 THROUGH 3 OF THAT CERTAIN GRANT DEED RECORDED MAY 9, 2014 UNDER RECORDER'S SERIES NO. 2014117035, AND THAT CERTAIN GRANT DEED RECORDED JANUARY 24, 2017, UNDER SERIES NO. 2017017623, OFFICIAL RECORDS OF ALAMEDA COUNTY.

LYING ENTIRELY WITHIN THE CITY OF OAKLAND, ALAMEDA COUNTY, CALIFORNIA
DATE: MAY 2022

BKF
ENGINEERS-SURVEYORS-PLANNERS
1730 NORTH FIRST STREET, SUITE 800
SAN JOSE, CALIFORNIA 95131

Exhibit B

2019 Agreement

No Fee Document Pursuant To Government Code Section 6103

Recording requested by:

CITY OF OAKLAND

When recorded mail to:

City of Oakland
Department of Transportation
Daiziel Admin. Building
250 Ogawa Plaza – 4th Floor
Oakland, CA 94612

**Attn: Kevin Kashi, P.E.,
Supervising Civil Engineer**



2019247294

12/03/2019 10:57 AM

OFFICIAL RECORDS OF ALAMEDA COUNTY
MELISSA WILK
RECORDING FEE: 0.00



27 PGS

AT 2/2

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

APN(s): 043A-4675-003-23; 043A-4675-047-01; 048-6870-001-00;
037A-3152-008; 037A-3152-009

JG

City of Oakland
Department of Transportation
Engineering Services
250 Frank H. Ogawa Plaza – 4th floor Oakland,
California 94612

AGREEMENT

PRIVATE CONSTRUCTION OF INFRASTRUCTURE IMPROVEMENTS

(Developer FDP Site Improvements)

ADDRESS 8750 Mountain Boulevard

APN: 043A-4675-003-23; 043A-4675-047-01;
048-6870-001-00; 037A-3152-008; 037A-3152-
009

OWNER/DEVELOPER Oak Knoll Venture
Acquisition, L.L.C.

PX PERMIT No. PX1700067

ENGINEER George Lenfesty

MAP No. Tract Map 8320

License: 45920

Expires: 12/31/2020

Engineer's Cost Estimate Amount: \$8,195,050

DESCRIPTION OF INFRASTRUCTURE IMPROVEMENTS / WORK

“Agreement” means this Agreement and General and Special Conditions, and all Exhibits and Attachments made part of this Agreement upon its execution. The parties to this Agreement are the City of Oakland (the “City”) and Oak Knoll Venture Acquisition, L.L.C., a Delaware limited liability company (“Developer”).

The “infrastructure improvements and Work” covered by this Agreement comprises Phase I of the master developer improvements described in the “Final Development Plan, Master Developer Site Improvements,” including installation of improvements for sewer, storm drainage, creek restoration,

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

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

State of California)
County of ORANGE)

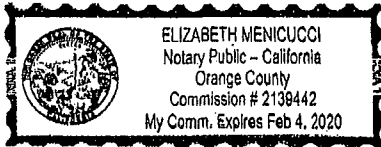
On OCTOBER 7, 2019 before me, ELIZABETH MENICUCCI, NOTARY PUBLIC
Date Here Insert Name and Title of the Officer

personally appeared NICK PAPPAS
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.

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

WITNESS my hand and official seal.



Signature Elizabeth Menicucci
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____ Document Date: _____
Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)


Signer's Name: _____
 Corporate Officer -- Title(s): _____
 Partner -- Limited General
 Individual Attorney in Fact
 Trustee Guardian or Conservator
 Other: _____
Signer Is Representing: _____

Signer's Name: _____
 Corporate Officer -- Title(s): _____
 Partner -- Limited General
 Individual Attorney in Fact
 Trustee Guardian or Conservator
 Other: _____
Signer Is Representing: _____

ATTACHMENTS

Exhibit A – Materials and Quantities Exhibit C – Special Conditions Exhibit E – Responsibilities
Exhibit B - General Conditions Exhibit D – Plans & Specs. Exhibit F – Securities & Engr. Est.
Exhibit G-1 - Payment Bond Exhibit G-2 – Performance Bond

CITY OF OAKLAND
A municipal corporation.
Sabrina Landreth
City Administrator.

by  date 10-25-19
Wladimir Wlassowsky, P.E.
Assistant Director
Oakland Department of Transportation

(Space below intentionally left blank)

ACKNOWLEDGMENT

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


State of California
County of Alameda)

On 10-25-19 before me, Anthony J. Reese, Notary Public
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.

Signature  (Seal)

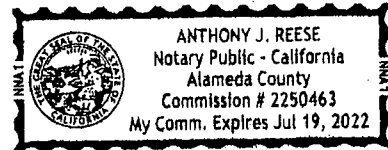


EXHIBIT A

Engineer's Estimate Amount of \$8,195,050

ADDRESS: 8750 Mountain Boulevard **APN:** 043A-4675-003-23; 043A-4675-047-01; 048-6870-001-00; 037A-3152-008; 037A-3152-009

DEVELOPER Oak Knoll Venture Acquisition, L.L.C. **PX PERMIT No.** PX1700067

set forth below attached hereto

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SITE CIVIL IMPROVEMENTS - PHASE 1					
ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT COST	TOTAL COST
1	Concrete Sidewalk	70,500	SF	5.00	\$352,500
2	AC Roadway (3.5"AC/12.5" CL II AB)	250,200	SF	7.00	\$1,751,400
3	Concrete Curb and Gutter	13,200	LF	23.00	\$303,600
4	Concrete Vertical Curb	3,950	LF	12.00	\$47,400

SITE CIVIL SURFACE IMPROVEMENTS **\$2,454,900**

SITE UTILITY IMPROVEMENTS - PHASE 1					
ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT COST	TOTAL COST
1	Domestic Water-8" (C900 CL200)	9,600	LF	55.00	\$528,000
2	Storm Drain-Manhole	48	EA	3600.00	\$172,800
3	Storm Drain-12" (RCP Class 3)	1,750	LF	51.00	\$89,250
4	Storm Drain-18" (RCP Class 3)	1,170	LF	85.00	\$99,450
5	Storm Drain-24" (RCP Class 3)	930	LF	115.00	\$106,950
6	Storm Drain-36" (RCP Class 3)	2,150	LF	194.00	\$417,100
7	Storm Drain-42" (RCP Class 3)	380	LF	214.00	\$81,320
8	Storm Drain-48" (RCP Class 3)	530	LF	236.00	\$125,080
9	Sanitary Sewer-Manhole	43	EA	4100.00	\$176,300
10	Sanitary Sewer-8" (VCP SDR 26)	1,200	LF	42.00	\$50,400
11	Sanitary Sewer-12" (VCP SDR 26)	3,700	LF	61.00	\$225,700
12	Sanitary Sewer-15" (VCP SDR 26)	800	LF	90.00	\$80,100
13	Sanitary Sewer-18" (VCP SDR 26)	2,250	LF	123.00	\$276,750
14	Fire Water-Fire Hydrant	33	EA	4000.00	\$132,000

SITE UTILITY IMPROVEMENTS **\$2,561,200**

ELECTRICAL - PHASE 1					
ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT COST	TOTAL COST
1	Joint Trench and Service Connection	9,780	LF	120.00	\$1,173,600
2	Street Light	100	EA	7,000.00	\$700,000
3	Electrical Service Conduit and Cable	2,730	LF	20.00	\$54,600

SITE ELECTRICAL IMPROVEMENTS **\$1,928,200**

LANDSCAPE - PHASE 1					
ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT COST	TOTAL COST
1	Bioretention Basins	45,500	SF	7.00	\$318,500
2	Public Street Trees	462	EA	500.00	\$231,000
3	Public Planting Areas	103,650	SF	5.00	\$518,250
4	Public Irrigation System	1	LS	183,000.00	\$183,000

SITE LANDSCAPE IMPROVEMENTS **\$1,250,750**

TOTAL CIVIL IMPROVEMENTS - PHASE 1 **\$8,195,050**

EXHIBIT B

General Conditions

ADDRESS: 8750 Mountain Boulevard **APN:** 043A-4675-003-23; 043A-4675-047-01; 048-6870-001-00; 037A-3152-008; 037A-3152-009

DEVELOPER Oak Knoll Venture Acquisition, L.L.C. **PX PERMIT No.** PX1700067

1. This Agreement shall be effective upon its execution by the Assistant Director, Dept. of Transportation or his designee, and may be voided and the Infrastructure Permit may be suspended or revoked at any time by the Assistant Director, Dept. of Transportation or his designee, upon the material failure of the Developer and their Engineer of Record and Contractor to comply fully and continuously with each and all of the general and special conditions set forth herein and in the standard conditions set forth the Infrastructure Permit.

2. As a condition of the final approval of the infrastructure improvements and Work, the Developer shall submit the following for review and approval by the Assistant Director, Dept. of Transportation or his designee:

a. Certification sealed and signed by the owners' Engineer of Record attesting that the infrastructure improvements were constructed in conformance with the plans and specifications as approved by the Assistant Director, Dept. of Transportation or his designee, for construction with subsequent modifications therefrom approved by the Assistant Director, Dept. of Transportation or his designee, during construction, and

b. As-Built record drawings indicating all revisions sealed and signed by the Developer's Engineer of Record (in electronic or AutoCAD format and in Portable Document Format or PDF format) delineating all deviations from the approved plans describing all substitutions from the approved specifications of materials and equipment; and

c. Materials Testing Laboratory Certification sealed and signed attesting to its analysis of the sampled and tested materials incorporated into and the in situ construction of the infrastructure improvements and Work; and

d. Other applicable certifications sealed and signed by the licensed professionals set forth in the Special Conditions of this Agreement attesting to conformance of the construction with their design and installation recommendations for the infrastructure improvements and Work.

3. The Developer shall maintain fully in force and effect at all times good and sufficient insurance for Comprehensive General Liability, including coverage for bodily injury, automobile liability, products and completed operations liability, and contractual liability assumed hereunder, in a face amount not less than \$2,000,000 for each person, accident, or occurrence and for Property Damage Liability in a face amount not less than \$1,000,000 for each accident or occurrence, insuring the City of Oakland, its officers, agents, employees, and volunteers against any and all claims arising out of the construction of the infrastructure improvement and Work. The certificate of such insurance and subsequent notices of the renewal thereof shall be filed with the Assistant Director, Dept. of Transportation, and shall contain a clause substantially in the following words:

“This policy shall not be canceled nor the amount of the coverage reduced until thirty (30) calendar days after receipt by the Assistant Director, Dept. of Transportation or his designee, of a written notice of such cancellation or reduction in coverage.”

4. Warranty. The Developer shall warrant the performance of and functioning of the materials and equipment incorporated into the construction of the infrastructure improvements and Work for one year following the date of the issuance of the Certificate of Final Completion, or as otherwise provided in the Special Conditions.

5. Payment Security. The Developer shall provide a payment bond guaranteeing the payment of labor, fabricators, suppliers, subcontractors, materials men, materials, and equipment used for and incorporated into the construction of the infrastructure improvements. The form of the security shall be in the form attached as Exhibit G-1 or otherwise acceptable to the Assistant Director, Dept. of Transportation or his designee, and the face amount shall (unless otherwise provided in this Agreement) be not less than one-half of the cost of construction (50%) of the infrastructure improvements as estimated in the Engineer's Estimate attached hereto at Exhibit A. The security shall not be released or reduced in amount until the date of final approval of the infrastructure improvements and Work (Certificate of Final Completion). Security shall be released in accordance with the procedures set forth in Government Code section 66499.7.

6. Performance Security. The Developer shall provide an individual security guaranteeing the completion of the infrastructure improvements and Work as described in the approved specifications and delineated in the approved plans and warranting the faithful performance of the infrastructure improvement and functioning of the materials and equipment incorporated therein. The form of the security shall be in form attached as Exhibit G-2 or otherwise acceptable to the Assistant Director, Dept. of Transportation, and the face amount shall (unless otherwise provided in the Agreement) be not less than the cost of construction (100%) of the infrastructure improvements as estimated in the Engineer's Estimate attached hereto at Exhibit A. The security shall not be released or reduced in amount until issuance of the Certificate of Final Completion as required herein and shall be released in accordance with the procedures set forth in Government Code section 66499.7.

7. Warranty and Maintenance Security. Developer shall provide an individual security guaranteeing the maintenance of the infrastructure improvements and Work as described in Paragraph 4 above and warranting the faithful performance of the infrastructure improvement and functioning of the materials and equipment incorporated therein. The form of the security shall be acceptable to the Assistant Director, Dept. of Transportation, and the face amount shall be not less than one-fourth the cost of construction (25%) of the infrastructure improvement as set forth in the Engineer's Estimate attached hereto at Exhibit A. The security shall not be released or reduced in amount until expiration of the warranty period as set forth herein. Security shall be released in accordance with the procedures set forth in Government Code section 66499.7.

8. Until the expiration of the warranty (one year after the issuance of the Certificate of Final Completion), the Developer shall remain liable for and shall immediately reimburse the City of Oakland for all costs, fee assessments, penalties, and accruing interest but only to the extent caused by Developer's Work or services, and associated with:

- a) the City's notification to the Developer and its contractor of a violation of any permit term or condition, and
- b) the City's subsequent abatement actions for enforcement of required maintenance, repairs, or

removal, whether in whole or in part, of the infrastructure improvement or of damage to City-maintained or privately-maintained infrastructure improvements made necessary by the failure, whether direct or indirect, of the Developer or its contractor to monitor the construction and the worksite effectively and accomplish preventative, remedial, or restorative work expeditiously. The City reserves the unqualified right to collect all monies unpaid through any combination of available statutory remedies, including awards of judgments by a court of competent jurisdiction, and instituting a demand of the surety for its independent action and reimbursement to the City for its costs, fee assessments, penalties, and accruing interest.

9. Until the expiration of the warranty one year following the date of final approval of the infrastructure improvement (Certificate of Final Completion), the Developer shall remain solely and fully liable and responsible for the repair, replacement, removal, reconstruction, and maintenance of any portion or all of the infrastructure improvements and Work, whether by the cause, neglect, or negligence of the Developer or its contractor or others engaged by Developer and for the associated costs and expenses necessary to restore infrastructure improvement to the satisfaction of the Assistant Director, Dept. of Transportation or his designee, and shall not allow the worksite to become a blight or a menace or a hazard to the health and safety of the general public.

10. Notwithstanding the regulations, requirements, and restrictions set forth within this Agreement, the Developer and its heirs, successors, and assigns and future purchasers for valuable consideration of properties abutting the infrastructure improvements shall remain responsible for the maintenance of the infrastructure improvements and Work until such time as the infrastructure improvements and Work is dedicated to the City or the Community Facility District ("CFD"), for required maintenance and repairs. Developer's maintenance obligation is guaranteed exclusively by the Maintenance Bond and not by any other bond, including the Performance and Payment Bonds.

11. Special Condition of Approval – Indemnifications and save harmless set forth in the Recital herein above shall expire and no longer have any force or effect upon the expiration of the warranty period, as set forth in General Condition 4 herein above, following the date of final approval of the Infrastructure Permit.

12. Each Exhibit attached hereto, including Exhibits A through G-2 and the City's statement, shall be fully incorporated herein as if a part of this Agreement.

13. Final Completion of the infrastructure improvements and Work shall occur on the date when the Work contemplated under this Agreement is complete and accepted as being in substantial compliance with the terms and conditions of the applicable permits issued for the infrastructure improvements and Work in writing by the City. This date of Final Completion and acceptance shall be confirmed by a Certificate of Final Completion signed by the City the issuance of which shall not be unreasonably withheld.

14. If the Developer is delayed at any time in the commencement or progress of the infrastructure improvements and Work by any cause beyond the control of the Developer (or its Contractors, Subcontractors, Subcontractors or Material Suppliers), then Developer shall be entitled to an equitable extension of the time for performance. Examples of causes beyond the control of the Contractor include, but are not limited to, the following: unreasonable delay in processing by the City, changes in the Work or the sequencing of the Work ordered by the City, or arising from decisions of the City that impact the time of performance of the Work, labor disputes not involving the City, fire, encountering Hazardous Materials, adverse weather conditions not reasonably anticipated, and concealed or unknown conditions.

15. Initial Dispute Resolution. If a dispute arises out of or relates to this Agreement, the parties shall endeavor to settle the dispute first through direct discussions between the parties' representatives, who shall have the authority to settle the dispute. If the parties' representatives are not able to promptly settle the dispute, the senior management of the parties, who shall have the authority to settle the dispute, shall meet within twenty one (21) days after the dispute first arises.

16. Director of Planning and Building Determination. Pursuant to Project Condition of Approval Item 6, the Director of Planning and Building or his/her designee in the exercise of reasonable discretion shall have the authority to determine whether the infrastructure improvements and Work complies with the terms and conditions of the project approval and of this Agreement.

17. Appeal of Director of Planning and Building Determination. Developer may appeal the Director of Planning and Building's Determination to the Planning Commission within the time period set forth in Oakland Municipal Code ("OMC") Section 17.132.020.

18. Writ of Mandate. If the Developer disputes the Planning Commission's final determination, then Developer may challenge the City's determination by filing a Writ of Mandate within the time period allowed pursuant to state law.

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EXHIBIT C

Special Conditions

ADDRESS: 8750 Mountain Boulevard **APN:** 043A-4675-003-23; 043A-4675-047-01; 048-6870-001-00; 037A-3152-008; 037A-3152-009

DEVELOPER Oak Knoll Venture Acquisition, L.L.C. **PX PERMIT No.** PX1700067

1. Developer shall, either directly or through properly licensed, bonded and insured contractors, subcontractors and material suppliers, provide, furnish, and perform all necessary design, engineering, architectural, and construction services, provide and furnish all necessary supplies, housing, materials, equipment, and all necessary supervision, labor, and services required for the engineering, design, procurement, quality assurance, and inspection, construction, installation, startup, checkout, testing, site cleanup, and (as applicable) for the training of Developer's personnel, required by, pursuant to, in accordance with or consistent with (as applicable) this Agreement and the Developer's estimate attached hereto at Exhibit A, including without limitation all bonds, insurance, warranties and performance guarantees, and in accordance with all applicable laws, rules, regulations, orders and decrees of all authorities having jurisdiction (together, the **infrastructure improvements and Work**).

2. Construction of the infrastructure improvements and Work shall conform with the design and recommendations of the following licensed professionals:

- a. Land Survey: Davis Thresh, PLS No. 6868, expires 9/30/2020
Map entitled: Vesting Tentative Tract Map No. 9320, Sheets 1-33, dated 8/31/2017
- b. Engineer of Record: George Lenfesty, PE 45920, expires 12/31/2020
- c. Geotechnical Engineer: Randy Hildebrant, GE 3090, expires 9/30/2020
- d. Hydrological Engineer: George Lenfesty, PE 45920, expires 12/31/2020

3. Construction of the infrastructure improvements and Work shall conform to "Best Management Practices" and the requirements of the Oakland Municipal Code and by the State Water Resources Control Board - San Francisco Bay for noise mitigation, fugitive dust control, erosion control, and storm water pollutant run-off mitigations.

4. Construction of the infrastructure improvements and Work shall conform with the requirements of the following related permits:

Creek Protection CP15032; Tree Removal T1500124; Grading GR1700151

5. Construction Hours of Operation shall conform to the requirements of Conditions of Approval and Oakland Municipal Code, Section 3304.11 (more stringent requirement shall control). Construction generated noise shall further conform to the requirements of Oakland Municipal Code section 17.120. No work shall be permitted on weekends and holidays, on Holiday Restricted streets, without the written

permission of the Assistant Director, Dept. of Transportation.

6. Without limiting any other requirement in this Agreement, Developer and its contractor shall comply with, and require all subcontractors to comply with, all applicable laws relating to payment of wages, including without limitation:

- a. All applicable wage and hour laws, including without limitation California Labor Code sections 1776 and 1810-1815, and the City's Minimum Wage Ordinance (codified at Oakland Municipal Code section 5.92.020);
- b. All prevailing wage laws, including without limitation Labor Code Section 1774, all laws relating to preparation, maintenance and submission of payroll records confirming payment of prevailing wages, and (if applicable) the federal Davis-Bacon Act; and
- c. Posting of required jobsite notices.

7. All infrastructure improvements and Work shall comply with Developer's approved Final Development Plan: Master Developer Site Improvements.

8. In the event the City issues a final map for any phase of the Oak Knoll Project prior to the formation of the CFD required by Condition of Approval Item 53 (as defined in Plans and Specifications), Developer acknowledges and agrees that Developer shall remain responsible for the maintenance of those portions of the infrastructure improvements and Work to be dedicated to the City and to be maintained by the CFD until such time as the CFD is formed and undertakes such maintenance responsibilities.

9. **Notice To Cure A Default.** If Developer is in material breach of a provision of this Agreement, Developer may be deemed in default of this Agreement. In such case, the City shall provide a Notice to Cure a Default in a form that reasonably notifies Developer of the default. If Developer fails within five (5) working days after written notification to Developer and the Performance and Payment Bond surety, to commence and continue satisfactory correction of such default with diligence and promptness, then City without prejudice to any other rights or remedies may:

- supply workers and materials, equipment and other facilities as the City deems necessary for the satisfactory correction of the default, and charge the cost to Developer, who shall be liable for the payment of same; and
- Contract with others to perform such part of the Work as the City determines shall provide the most expeditious correction of the default, and charge the cost to Developer;

10. **City's Right To Terminate For Default.** If, within five (5) working days of receipt of a Notice to Cure a Default pursuant to Paragraph 9 above, Developer fails to commence and satisfactorily continue correction of the Default set forth in the Notice to Cure, the City shall, as a condition to termination, notify Developer and the Performance and Payment bond surety that it intends to terminate this Agreement for default absent appropriate corrective action within seven (7) additional calendar days. After the expiration of the additional seven (7) calendar day period, the City may terminate this Agreement by written notice absent appropriate corrective action. Termination for default is in addition to any other remedies available to City under this Agreement or applicable Law. In the event City

exercises its rights under this Paragraph 9, upon the request from Developer the City shall furnish to Developer a detailed accounting of the cost incurred by City. City may only make a demand on the Performance and Payment Bonds following a termination for default. The obligations of the surety under the Performance and Payment Bonds are conditioned upon City satisfying the obligations of paragraphs 9 and 10.

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EXHIBIT D

Plans and Specifications

ADDRESS: 8750 Mountain Boulevard **APN:** 043A-4675-003-23; 043A-4675-047-01; 048-6870-001-00; 037A-3152-008; 037A-3152-009

DEVELOPER Oak Knoll Venture Acquisition, L.L.C. **PX PERMIT No.** PX1700067

1. All infrastructure improvements and Work shall conform to the plans prepared by the Engineer of Record and entitled "Oak Knoll – Phase 1 PX Permit," submitted under BKF Engineering Title Sheet (sheet 1) and including Civil Drawings dated 8/23/2019 (Proactive Engineering) sheets 3-59; Joint Trench Drawings dated 8/16/2019 (Giacalone Engineering) sheets 60-87; Landscape Plans dated 6/11/2019 (PGA Landscape Architects), sheets 92-136; Pavement Delineation and Traffic Signal Plans dated 8/22/2019 (BKF Engineering), sheets 137-144; and all modifications thereto, as approved by the Assistant Director, Dept. of Transportation or his designee, which are attached hereto.
2. All infrastructure improvements and Work shall conform to the specifications prepared by the Engineer of Record dated: 8/23/2019 and all modifications thereto, as approved by the Assistant Director, Dept. of Transportation, which are attached hereto.
3. All infrastructure improvements and Work shall conform with the requirements of the Special Provisions to the Green Book for Oakland entitled "Standard Specifications For Public Works Construction (year) 2015 Edition", as amended and supplemented by City of Oakland ordinance 12498 C.M.S.
4. All infrastructure improvements and Work shall conform with the requirements of the City of Oakland construction design, entitled "Standard Details For Public Works Construction (year) 2015 Edition", as established by ordinance 12498 C.M.S.
5. Prefabricated materials incorporated into the Work shall have prior written approval of the Assistant Director, Dept. of Transportation, and shall conform to installation recommendations of the product manufacturers.
6. All infrastructure improvements and Work shall conform with the requirements of the Final Development Plan: Master Developer Site Improvements dated September 22, 2017 (**FDP**).
7. All infrastructure improvements and Work shall conform with the Conditions of Approval dated October 18, 2017 for Oakland City Planning Commission Case File Numbers: PLN15378; PLN15378-ER01; PLN15378-PUDF01; PLN15378-PUDF02; CP15032; and TTM8320 (**COA** or **Conditions of Approval**), including the following exhibits:
 - Exhibit A: Equivalent Housing Unit Summary
 - Exhibit B: Oak Knoll Ownership and Maintenance Matrix
 - Exhibit C: Project Phasing Diagram
 - Exhibit D: Phase 1 Diagram
 - Exhibit E: Extension of Barcelona Street
8. All infrastructure improvements and Work shall conform with the Vesting Tentative Tract Map No 8320, City Submittal #3 September 25, 2017.

9. All infrastructure improvements and Work shall conform with the Oak Knoll PUD Permit and Oak Knoll Preliminary Development Plan dated September 2017.
10. All infrastructure improvements and Work shall conform with the Oak Knoll Supplemental EIR Standard Conditions of Approval / Mitigation Monitoring and Reporting Program, dated June 5, 2017 (SCA/MMRP).
11. All infrastructure improvements and Work shall conform with the Oak Knoll Design Guidelines, dated July 2017;
12. All infrastructure improvements and Work shall conform with the Conditional Use Permit for Shared Access Facilities, dated October 18, 2017.
13. All infrastructure improvements and Work shall conform with the Creek Protection Permit and Rifle Range Creek Hydrology Report Restoration Plan Preliminary Creek Protection Creek Protection Permit and Creek Restoration Plan, updated August 25, 2016.
14. All infrastructure improvements and Work shall conform with the Tree Permit T1500124, including Tree Permit Decision, issued by City of Oakland, Public Works Agency, dated 10/19/2017, including Tree Permit Mapbook, and Tree Removal Permit Package Oak Knoll Mixed Use Development Project, dated January 2017.
15. All infrastructure improvements and Work shall conform with the Greenhouse Gas Reduction Plan (GGRF), as included in the April 27, 2017 Final Supplemental EIR.
16. Residential driveway locations in the Project are not approved by the City at the time of issuance of the PX Permit, as no development application has been submitted or approved for any individual lot served by the driveways shown on the plans. Any and all driveways constructed under the PX Permit are subject to demolition, relocation, and/or reconstruction requirements and related sidewalk, landscaping, street, or other repair at the time of future development application submittals but only if the City determines that the location of the driveways as installed precludes development of the individual lots in conformance with the Oak Knoll Preliminary Development Plan, OK-D zoning and Oak Knoll Design Guidelines.

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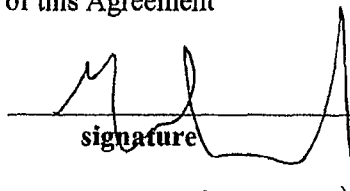
EXHIBIT E

Responsibilities

ADDRESS: 8750 Mountain Boulevard **APN:** 043A-4675-003-23; 043A-4675-047-01; 048-6870-001-00; 037A-3152-008; 037A-3152-009

DEVELOPER Oak Knoll Venture Acquisition, L.L.C. **PX PERMIT No.** PX1700067

The Developer shall employ the services of the Engineer of Record during construction, who shall periodically visit the site to assure that the work and the materials and equipment incorporated therein conform with the plans and specifications and any modifications thereto, as approved by the Assistant Director, Dept. of Transportation,, and with the standard conditions of the Infrastructure Permit and the Special Conditions of this Agreement

Engineer Of Record  **Date** 10/07/19
signature
Print Name George Lenfesty

1. The Developer shall also employ the services of a Materials Testing Laboratory during construction, as required by the standard conditions of the Infrastructure Permit and the Special Conditions of this Agreement and approved by the Assistant Director, Dept. of Transportation, that shall periodically visit the site and sample, test, and analyze the installation of imported and in situ materials incorporated in the infrastructure improvement to assure conformance with the plans and specifications and any modifications thereto, as approved by the Assistant Director, Dept. of Transportation.
2. The Developer shall also employ the services of Special Inspectors during construction, as required by the standard conditions of the Infrastructure Permit and Special Conditions of this Agreement and approved by the Assistant Director, Dept. of Transportation,, who shall periodically visit the site and observe the installation of equipment and imported and in situ materials incorporated therein to assure conformance with the plans and specifications and any modifications thereto, as approved by the Assistant Director, Dept. of Transportation or his designee.
3. The Developer shall also employ other licensed professionals, as required by the Special Conditions of this Agreement, who shall periodically visit the site and provide specialized services, including boundary and topographical survey and soils, hydrological, and geotechnical observation, to assure that the construction and the materials and equipment incorporated therein conform their design and installation recommendations and any modifications hereto, as approved by the Assistant Director, Dept. of Transportation or his designee.

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EXHIBIT F

Securities and Estimated Cost of Construction

ADDRESS: 8750 Mountain Boulevard **APN:** 043A-4675-003-23; 043A-4675-047-01; 048-6870-001-00; 037A-3152-008; 037A-3152-009

DEVELOPER Oak Knoll Venture Acquisition, L.L.C. **PX PERMIT No.** PX1700067

Engineer of Record's Estimated Cost of Construction (See Exhibit A)

1. **Performance Security**

Bond (copy attached; original document filed with Records)
surety _____ control no. _____

Cash/cashier's check (deposited in a City account; interest will *not* be paid upon refund)
bank _____ control no. _____

Assignment of Certificate of deposit (copy attached; original document filed with Records)
bank _____ control no. _____

Irrevocable instrument of credit (copy attached; original document filed with Records)
bank _____ control no. _____

2. **Payment Security**

Bond (copy attached; original document filed with Records)
surety _____ control no. _____

Cash/cashier's check (deposited in a City account; interest will *not* be paid upon refund)
bank _____ control no. _____

Assignment of Certificate of deposit (copy attached; original document filed with Records)
bank _____ control no. _____

Irrevocable instrument of credit (copy attached; original document filed with Records)
bank _____ control no. _____

3. **Maintenance Security**

To be posted following the date of final approval of the Infrastructure Permit (Notice of Completion).

Bond (copy attached; original document filed with Records)
surety _____ control no. _____

Cash/cashier's check (deposited in a City account; interest will *not* be paid upon refund)
bank _____ control no. _____

Assignment of Certificate of deposit (copy attached; original document filed with Records)
bank _____ control no. _____

Irrevocable instrument of credit (copy attached; original document filed with Records)
bank _____ control no. _____

DOT / Engineering Services
Staff Initials: JG

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'Revised Original'

EXHIBIT G-1
PAYMENT BOND

Labor and Material Payment Bond

BOND NUMBER: 1001124438

ADDRESS: 8750 Mountain Blvd.

OWNER: Oak Knoll Venture Acquisition, LLC

PARCEL No.: _____

PRINCIPAL: Oak Knoll Venture Acquisition, LLC

PERMIT: _____

AMOUNT: \$4,097,525.00

Whereas, the City of Oakland, State of California through the Assistant Director of the Department of Transportation, and Oak Knoll Venture Acquisition, LLC (**Principal**) have entered into an agreement whereby Principal agrees to install and complete certain designated improvements (**Work**), which said agreement is identified as Agreement Private Construction of Infrastructure (Developer FDP Site Improvements) (**Agreement**) and is hereby referred to and made a part hereof; and

Whereas, under the terms of the Agreement, the Principal is required before entering upon the performance of the Work, to file a good and sufficient payment bond with the City of Oakland to secure the claims to which reference is made in Title 3 (commencing with Section 9000) of Part 6 of Division 4 of the Civil Code.

Now, therefore, the Principal and the undersigned as corporate surety, are held firmly bound unto all contractors, subcontractors, laborers, material suppliers, and other persons employed in the performance of the agreement and referred to in Title 3 (commencing with Section 9000) of Part 6 of Division 4 of the Civil Code (**Claimants**) in the sum of four million ninety-seven thousand five hundred twenty-five and 00/100 Dollars (\$4,097,525.00), for materials furnished or labor thereon of any kind, or for amounts due under the Unemployment Insurance Act with respect to this Work or labor, that the surety will pay the same in an amount not exceeding the amount hereinabove set forth, and also in case suit is brought upon this bond, will pay, in addition to the face amount thereof, costs and reasonable expenses and fees, including reasonable attorney's fees, incurred by Claimants in successfully enforcing this obligation, to be awarded and fixed by the court, and to be taxed as costs and to be included in the judgment therein rendered.

It is hereby expressly stipulated and agreed that this bond shall inure to the benefit of any and all persons, companies, and corporations entitled to file claims under Title 3 (commencing with Section 9000) of Part 6 of Division 4 of the Civil Code, so as to give a right of action to them or their assigns in any suit brought upon this bond.

Should the condition of this bond be fully performed, then this obligation shall become null and void, otherwise it shall be and remain in full force and effect.

In witness whereof, this instrument has been duly executed by the principal and surety above named, on the 8th day of August, 2019.

PRINCIPAL

Oak Knoll Venture Acquisition, LLC

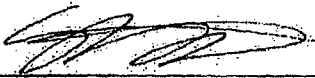
SURETY

American Contractors Indemnity Company

Signature 

Print Name STEPHAN Z. BLUFF

Title AUTHORIZED SIGNATORY

Signature 

Print Name Shane Wolf

Title Attorney-in-Fact

(Notarizations of all signatures and Surety signer's corporate authorization required)

ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

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

State of California }

County of Orange }

On August 6, 2019 before me, Susan E. Morales, Notary Public
(Here insert name and title of the officer)

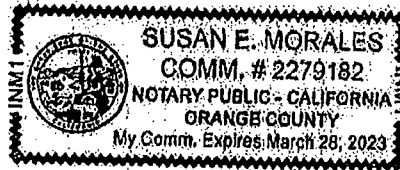
personally appeared Shane Wolf
who proved to me on the basis of satisfactory evidence to be the person~~(s)~~ whose name~~(s)~~ is/~~are~~ subscribed to the within instrument and acknowledged to me that he/~~she/they~~ executed the same in his/~~her/their~~ authorized capacity~~(ies)~~, and that by his/~~her/their~~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

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

WITNESS my hand and official seal.

Susan E. Morales
Notary Public Signature

(Notary Public Seal)



ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

Bond #1001124438
(Title or description of attached document)

American Contractors Indemnity Company
(Title or description of attached document continued)

Number of Pages 2 Document Date 8/6/19

CAPACITY CLAIMED BY THE SIGNER

Individual (s)

Corporate Officer

_____ (Title)

Partner(s)

Attorney-in-Fact

Trustee(s)

Other _____

INSTRUCTIONS FOR COMPLETING THIS FORM

This form complies with current California statutes regarding notary wording and, if needed, should be completed and attached to the document. Acknowledgments from other states may be completed for documents being sent to that state so long as the wording does not require the California notary to violate California notary law.

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. he/~~she/they~~, is /~~are~~) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
 - ◆ Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
 - ◆ Indicate title or type of attached document, number of pages and date.
 - ◆ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document with a staple.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

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

State of California)
County of ORANGE)
On AUGUST 8, 2019 before me, ELIZABETH MENICUCCI, NOTARY PUBLIC
Date Here Insert Name and Title of the Officer
personally appeared STEPHAN Z. ELIEFF
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.

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

WITNESS my hand and official seal.



Signature Elizabeth Menicucci
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____ Document Date: _____

Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

Corporate Officer -- Title(s): _____

Partner -- Limited General

Individual Attorney in Fact

Trustee Guardian or Conservator

Other: _____

Signer Is Representing: _____

Signer's Name: _____

Corporate Officer -- Title(s): _____

Partner -- Limited General

Individual Attorney in Fact

Trustee Guardian or Conservator

Other: _____

Signer Is Representing: _____

'Revised Original'

EXHIBIT G-2 PERFORMANCE BOND

Faithful Performance Bond

BOND NUMBER: 1001124438

ADDRESS: 8750 Mountain Blvd.

OWNER: Oak Knoll Venture Acquisition, LLC

PARCEL No.: _____

PRINCIPAL: Oak Knoll Venture Acquisition, LLC

PERMIT: _____

AMOUNT: \$8,195,050.00

Whereas, the City of Oakland, California, through the Assistant Director of its Department of Transportation, (City) and Oak Knoll Venture Acquisition, LLC (**Principal**) have entered into an agreement whereby Principal agrees to install and complete certain designated improvements (**Work**), which said agreement is identified as Agreement Private Construction of Infrastructure (Developer FDP Site Improvements) (**Agreement**) and is hereby referred to and made a part hereof; and

Whereas, Said Principal is required under the terms of said Agreement to furnish a bond for the faithful performance of said Agreement.

Now, therefore, we, the Principal and American Contractors Indemnity Company, as surety, are held and firmly bound unto the City in the penal sum of eight million one hundred ninety-five thousand fifty and 00/100 dollars (\$8,195,050.00) lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, successors, executors and administrators, jointly and severally, firmly by these presents.

The condition of this obligation is such that, if the Principal shall in all things stand to and abide by and well and truly keep and perform the covenants, conditions and provisions in the said Agreement and any alteration thereof made as therein provided, on his or their part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and save harmless City of Oakland, its officers, agents and employees, as therein stipulated, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect.

It is further stipulated and agreed that any Home Owner's Association ("HOA"), Mello-Roos Community Facilities District ("CFD"), or Geologic Hazard Abatement District ("GHAD"), whether in existence on the date hereof or established in the future, which obtains title to or responsibility for any portion of the improvement/Work under this Agreement, is for that portion an express third-party beneficiary of this Agreement.

As a part of the obligation secured hereby and in addition to the face amount specified therefor, there shall be included costs and reasonable expenses and fees, including reasonable attorney's fees, incurred by either party in successfully enforcing the terms and obligations of this agreement, all to be taxed as costs and included in any judgment rendered.

The surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Agreement or to the Work to be performed thereunder or the specifications accompanying the same shall in anywise affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Agreement or to the Work or to the specifications. Notwithstanding the foregoing, City agrees that it will give Surety notice of any single change that increases the penal sum of this Bond by 15% or more and of any change that, in the aggregate with all other changes, increases the penal sum of this Bond by 30% or more.

In the event that City serves a Notice of Default upon the Surety pursuant to Paragraph [9] of the Special Conditions in the Agreement and thereafter terminates the Principal pursuant to the Agreement, and if City is not in default under the Agreement, then the Surety shall have the duty to take over and complete the Work; provided, however, that if the Surety, within a reasonable time after service of such notice by City, fails to provide City with a written acknowledgment that the Surety will take over and complete the Work, then by further written notice to the Surety by City, the City may elect to take over the Work and prosecute the same to completion, by contract or by any other method City may deem advisable, for the account and at the expense of the Principal and Surety shall be liable to the City for any cost or damages occasioned to the City thereby, including those costs and expenses described in Government Code §66499.4; and in such event, City, without liability for so doing, may take possession of, and utilize in completing the Work, such materials, appliances, plant and other property belonging to Principal or its contractors as may be on the site of the work and necessary therefore.

In witness whereof, this instrument has been duly executed by the principal and surety above named, on the 6th day of August, 2019.

PRINCIPAL

Oak Knoll Venture Acquisition, LLC

SURETY

American Contractors Indemnity Company

Signature



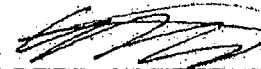
Print Name

STEPHAN Z. ELIEFF

Title

AUTHORIZED SIGNATORY

Signature



Print Name

Shane Wolf

Title

Attorney-In-Fact

(Notarizations of all signatures and Surety signer's corporate authorization required)

ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

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

State of California }

County of Orange }

On August 6, 2019 before me, Susan E. Morales, Notary Public
(Here insert name and title of the officer)

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

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

WITNESS my hand and official seal.

Susan E. Morales
Notary Public Signature

(Notary Public Seal)



ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

Bond #1001124438
(Title or description of attached document)

American Contractors Indemnity Company
(Title or description of attached document continued)

Number of Pages 2 Document Date 8/6/19

CAPACITY CLAIMED BY THE SIGNER

Individual (s)
 Corporate Officer

_____ (Title)

Partner(s)
 Attorney-in-Fact
 Trustee(s)
 Other _____

INSTRUCTIONS FOR COMPLETING THIS FORM

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- Securely attach this document to the signed document with a staple.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

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State of California)
County of ORANGE)
On AUGUST 8, 2019 before me, ELIZABETH MENICUCCI, NOTARY PUBLIC
Date Here Insert Name and Title of the Officer
personally appeared STEPHAN Z. BLIEFF
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.

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

WITNESS my hand and official seal,



Signature Elizabeth Menicucci
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____ Document Date: _____
Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____
 Corporate Officer -- Title(s): _____
 Partner -- Limited General
 Individual Attorney in Fact
 Trustee Guardian or Conservator
 Other: _____
Signer Is Representing: _____

Signer's Name: _____
 Corporate Officer -- Title(s): _____
 Partner -- Limited General
 Individual Attorney in Fact
 Trustee Guardian or Conservator
 Other: _____
Signer Is Representing: _____

Exhibit C
Engineer's Estimate for the Phase 1b Improvements

BKF Engineers
 300 Frank H. Ogawa Plaza, Ste 380
 Oakland, CA 94612

OAK KNOLL
ENGINEER'S ESTIMATE
ADDITIONAL ITEMS
 4/15/2022

ADDITIONAL SITE IMPROVEMENTS					
ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT COST	TOTAL COST
1	PARCEL 7 - 4" VCP Sanitary Sewer Service (with plug)	800	LF	\$120.00	\$96,000
2	PARCEL 7 - Sanitary Sewer Cleanout	28	EA	\$1,800.00	\$50,400
3	Phase 1 Street Monuments	44	EA	\$7,250.00	\$319,000

SITE UTILITY IMPROVEMENTS **\$465,400**

TOTAL CIVIL IMPROVEMENTS - PARCEL 7 **\$465,400**
 COST PER UNIT **N/A**

