APPROVED AS TO FORM AND LEGALITY

CITY ATTORNEY'S OFFICE

OAKLAND CITY COUNCIL

RESOLUTION NO. 90669 C.M.S.

RESOLUTION CONDITIONALLY APPROVING A FINAL MAP FOR TRACT NO. 8679, LOCATED AT 4035 PARK BOULEVARD, FOR AN EIGHT MINI-LOT SUBDIVISION FOR 4035 PARK BOULEVARD, LLC, AND ADOPTING APPROPRIATE CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA) FINDINGS

WHEREAS, 4035 PARK BOULEVARD, LLC, a California limited liability company ("Subdivider"), is subdividing the property at 4035 Park Boulevard identified by the Alameda County Assessor as APN 024-0533-007 and by the City of Oakland ("City") as 4035 Park Boulevard; and

WHEREAS, the Subdivider has acquired by purchase for valuable consideration the real property comprising Tract No. 8679 through a grant deed, series no. 2023055147, recorded May 16, 2023, by the Alameda County Clerk-Recorder; and

WHEREAS, said parcel is comprised of all of lots 7 and 8, in block "A", as said lots and block are shown on that certain map entitled "Fourth Avenue Terrace" filed for record on May 8, 1907, in Map Book 22, Page 93, Alameda County Records; and

WHEREAS, the Subdivider specifically applied to the City for a Vesting Tentative Tract Map ("VTTM 8679") to subdivide said parcel, which proposed:

- Subdivision of existing lot into eight (8) mini-lots accessed by a shared access and utility easement from Hampel Street; and
- Construction of eight new residential buildings; and

WHEREAS, on March 6, 2024, the City Planning Commission approved the Vesting Tentative Tract Map for Tract No. 8679 and the land use entitlements ("PLN23019"), and affirmed staff's environmental determination that the project is exempt from the California Environmental Quality Act ("CEQA") pursuant to CEQA Guidelines sections 21080(b)(1) (ministerial projects) and 15268 (ministerial projects); and

WHEREAS, the Subdivider has presented a Final Map to the City, identified as Tract Map No. 8679, which proposes the subdivision of eight (8) developable parcels, for eight (8) residential buildings, identified as Lots 1, 2, 3, 4, 5, 6, 7, and 8; and

WHEREAS, the Secretary of the City Planning Commission has certified that the Planning Commission approved the Vesting Tentative Map for Tract No. 8679, upon which said 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. 8679, delineated diagrammatically in *Exhibit A* attached hereto and incorporated herein, is substantially the same as it appeared on the approved Vesting Tentative Map No. 8679, which created developable Parcels 1, 2, 3, 4, 5, 6, 7, and 8; and
- the Final Map for Tract No. 8679 complies in all manners with the provisions of the Subdivision Map Act (California Government Code sections 66410 et seq.) and the City'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 seven (7) 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. 8679; 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. PX2400011, 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; 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"), attached hereto as *Exhibit B* and incorporated herein, 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. 8679, 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 exempt from the requirements of CEQA pursuant to CEQA Guidelines sections 21080(b)(1) (ministerial projects) and 15268 (ministerial projects); now, therefore, be it
- **RESOLVED**: That the Final Map for Tract No. 8679 conforms to all the requirements in Government Code sections 66410 et seq., 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, both individually as purchasers of real property and collectively as a homeowners association of said lots as delineated on the Final Map, shall be responsible for the maintenance in perpetuity of all infrastructure improvements within 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. 8679; and be it
- **FURTHER RESOLVED**: That the City Engineer is hereby authorized to endorse the Final Map for Tract No. 8679; 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. 8679 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. 8679 to be filed with the Alameda County Clerk-Recorder for recordation; and be it
- **FURTHER RESOLVED**: That the City's approval of Tract No. 8679 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 vote of the elected members of Council of the City of Oakland, as provided in the Charter of the City.

IN COUNCIL, OAKLAND, CALIFORNIA, MAR 1 8 2025

PASSED BY THE FOLLOWING VOTE:

AYES - BROWN, FIFE, HOUSTON, KAPLAN, RAMACHANDRAN, UNGER, AND PRESIDENT PRO TEMPORE GALLO

NOES -

ABSENT – COUNCIL PRESIDENT JENKINS (serving as Mayor pursuant to Charter Section 303)

ABSTENTION -

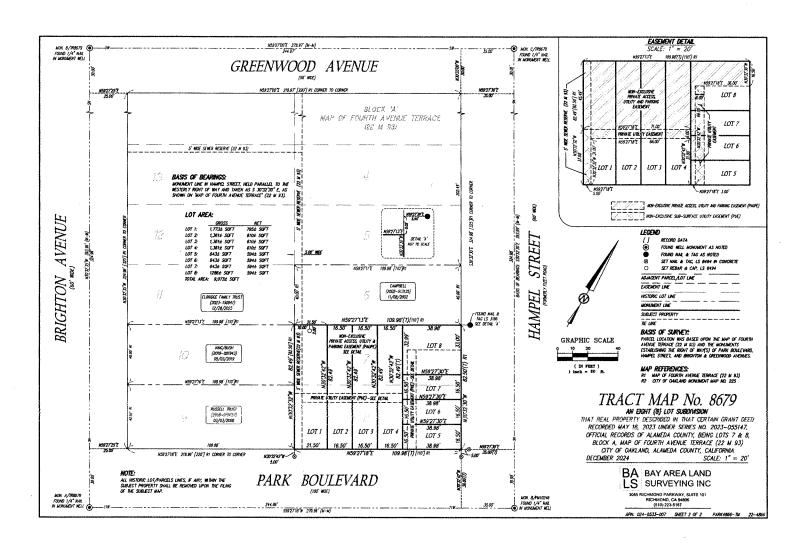
ATTEST: //

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

Exhibit A: Final Tract Map No. 8679

Exhibit B: Subdivision Improvement Agreement

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		3065 RICHMOND PARKWAY, SUITE 101 RICHMOND, CA \$4800 (\$10) 223-5167	
		APN: 024-0533-007 SHEET 1 OF 2 PARK4886-TM :	



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.

SPACE ABOVE FOR RECORDER'S USE

SUBDIVISION IMPROVEMENT AGREEMENT

Deferred Construction of Public Infrastructure Improvements

4035 Park Boulevard

Final Map No. 8679

This SUBDIVISION IMPROVEMENT AGREEMENT ("Agreement"), dated March _____, 2025 ("Effective Date"), is entered into by and between the City of Oakland, a California municipal corporation ("CITY"), and 4035 PARK BOULEVARD, LLC, a California limited liability company ("SUBDIVIDER"), collectively the "Parties," with reference to the following facts and circumstances:

RECITALS

- A. SUBDIVIDER is the owner in fee title and subdivider of a single (1) lot located within the corporate limits of the CITY, which is identified by the Alameda County Assessor as APN 024-0533-007, and by the City of Oakland as 4035 Park Boulevard.
- B. SUBDIVIDER has presented a Final Map to the City, identified as Final Map No. 8679, which proposes a subdivision of eight (8) developable mini-lots. The Final Map is attached hereto at **Exhibit A**.
- C. 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 tentative tract map of the subdivision previously approved by the City Planning Commission on March 6, 2024.
- D. SUBDIVIDER has asked the CITY and local public utility companies to accept the permanent maintenance of the required Public Infrastructure Improvements shown on the

construction plans accompanying permit number PX2400011 and included in **Exhibit B**, attached hereto and incorporated herein.

E. Construction of the required Public Infrastructure Improvements, however, has not commenced nor has it been accepted by the CITY. Consequently, and in consideration of the approval of the proposed Tract Map and acceptance of the permanent maintenance of the required Public Infrastructure Improvements, the parties desire to establish an Agreement binding the SUBDIVIDER to complete the required improvements pursuant to the terms and conditions set forth 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 No. 8679

Approval of the Final Map No. 8679 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 all required off-site and on-site Public Infrastructure Improvements in strict accordance with all permits, specifications, plans and applicable CITY standards and performance criteria as specified in **Exhibit B** and set forth below in Section 3, Special Conditions.

3. Special Conditions

SUBDIVIDER shall comply with the special conditions as follows:

- A. The Public Infrastructure Improvements shall conform to the performance criteria specified in Oakland Municipal Code (OMC) Chapter 16.16 Design Standards and in Standard Details for Public Works Construction and Standard Specifications for Public Works Construction, current editions.
- B. The time duration for the completion of required Public Infrastructure Improvements, as set forth in Section 4 below, shall include allowance for construction workday delays attributable to consecutive and intermittent inclement weather, as has been recorded by the United States Weather Bureau for the CITY and surrounding area and seasonally averaged for the previous ten years.
- C. All construction activities related to the Public Infrastructure 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 OMC, 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 Planning Commission on March 6, 2024.

- D. Performance standards for the construction of the Public Infrastructure Improvements shall comply with the requirements of OMC 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 Public Infrastructure Improvements 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 B** or set forth above in Section 3, Special Conditions. Construction shall not be deemed complete until the public infrastructure permit has received a final inspection sign-off by the city inspector, an unconditional Letter of Completion, signed and stamped by the SUBDIVIDER's engineer, has been received by the CITY, and an unconditional Letter of Completion has been issued by the City Engineer.
- B. The City Engineer may extend the time for completion of the required Public Infrastructure Improvements upon demonstration of good cause. The City Engineer shall be the sole and final judge as to whether or not good cause has been shown to entitle the 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 Public Infrastructure Improvement permit and unconditional issuance of a Certificate of Completion, 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 these improvements as set forth below in Section 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 required public infrastructure improvements and shall immediately perform or cause to be performed at its sole expense all necessary repairs, replacements, additions, or other corrective actions.

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

Until two (2) years has elapsed following the unconditional issuance of the Certificate of Completion, SUBDIVIDER warrants that the required Public Infrastructure Improvements, including the equipment and materials provided for the required improvements, are and will be free from defects and guarantees that the construction of the required improvements is and will be free from deficiencies and that the required improvements will perform satisfactorily in accordance with the specifications, plans and applicable CITY standards and performance criteria as specified in **Exhibit A** and set forth above in Section 3, Special Conditions. 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 OMC, 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. <u>Inspection of Construction, Equipment, And Materials</u>

Inspection of the construction, equipment and materials, or approval of the construction, equipment and materials inspected, or statement by any officer, agent, or employee of the CITY indicating the construction, 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

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 One-Hundred Fifty-One Thousand Six-Hundred Ten Dollars (\$151,610), which is the full amount (one-hundred percent) of the City Engineer's total estimated cost for constructing the required on-site and off-site public infrastructure improvements, to secure faithful performance of this Agreement by the SUBDIVIDER; and
- 2. Labor and Materials Bond in a face amount not less than Seventy-Five Thousand Eight-Hundred Five Dollars (\$75,805), which is one-half (fifty percent) of the full amount of the City Engineer's total estimated cost for constructing the required on-site and off-site public infrastructure improvements, to secure payment by the 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 required Public Infrastructure Improvements.

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

Maintenance Bond in a face amount not less than Thirty-Seven Thousand Nine-Hundred Three Dollars (\$37,903) (twenty-five percent) of the full amount of the City Engineer's total estimated cost for constructing the required on-site and off-site public infrastructure improvements, to secure faithful performance of Section 7, Maintenance of Public Infrastructure Improvements, and Section 8, Guarantee of Workmanship and Warranty of Equipment, Materials, and Expertise, above. This Maintenance Bond shall remain in effect for not less than two (2) years after the date of the unconditional issuance of the Certificate of Completion of the required Public Infrastructure Improvements.

- C. Pursuant to Government Code section 66499.4, the obligation guaranteed by each bond shall include costs and reasonable expenses and fees, including reasonable attorney fees and expert witness fees, incurred by the CITY in successfully enforcing said obligations and shall be in addition to the face amount of each bond.
- D. All such bonds and/or other surety are subject to review and approval by the City Attorney for legal sufficiency, and if no bonds or other surety acceptable to the City Attorney are provided, this Agreement shall be void.

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. <u>Defense, Indemnity, and Hold Harmless</u>

A. To the maximum extent permitted by law, 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.

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

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 work hereunder by 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

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

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. 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 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

If the insurance company providing coverage is licensed to do business in the State of California, the company shall have an A.M. Best rating of not less than A:VII. However, if the insurance company is not licensed to do business in California, the A.M. Best rating shall not be less than A+:X. The maximum A.M. Best rating is A++:XV.

F. Verification of Coverage

SUBDIVIDER shall furnish the CITY with certificates of insurance and with original endorsements effecting coverage required by this clause. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The Commercial General Liability endorsement shall be a form CG 20 10 (or proprietary equivalent), attached to this form. The Commercial Automobile Liability endorsement shall be a form CA 20 48, attached to this document. All certificates and endorsements are to be received and approved by the CITY before work commences. The CITY reserves the right to require complete, certified copies of all required insurance policies, at any time. A STATEMENT OF ADDITIONAL INSURED ENDORSEMENT ON THE ACORD INSURANCE CERTIFICATE FORM IS INSUFFICIENT AND WILL BE REJECTED AS PROOF OF THE ADDITIONAL INSURED REQUIREMENT.

G. Subcontractors

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.

17. Participation in Benefit Districts

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 No. 8679, 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. 8679

Exhibit B: Engineering Plans for PX2400011

21. Incorporation By Reference

The following documents are incorporated into this Agreement by reference:

CITY Permits:

a) Land Use <u>PLN23019</u>; b) Grading <u>GR2400091</u>; (c) Building Permits related to map on file with Accela; d) Tract Map <u>8679</u>; e) Public Infrastructure Permit: <u>PX2400011</u>.

City Engineer's Estimate of the Cost of Improvements: Upright Engineering's Engineer's Estimate by Austin G. Payne, PE, dated January 7, 2025.

Insurer:	
Surety:	

22. Constructive Notice

This Agreement shall be filed for recordation in the Official Records of Alameda County within ten (10) business 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.

	<u>CITY*</u> :
AUTHORIZED BY RESOLUTION NO C.M.S.	CITY OF OAKLAND, a municipal corporation
APPROVED AS TO FORM:	
OFFICE OF THE CITY ATTORNEY	By:
	SUBDIVIDER*: 4035 PARK BOULEVARD, LLC
	By: Name: Title: Authorized Signatory
	*Notarized acknowledgment required

Exhibit A

Final Map No. 8679

OWNER'S STATEMENT:

THE UNDERSOND HEREBY STATES THAT IT IS THE OMNOT OF THE LAND DELINEATED AND EMBRACED WITHIN THE ELETIMED REMOVABLY LINES ON THE HERBORD THACE MAP BOTTO. OTHER OWNESS OF CHALLING, COUNTY OF ALLINDA, STATE TO CAUFOROM'S, THAT SHO DIMPER ACQUINED THATE TO SAID LAND BY WRITE OF THE GRANT LEED CAUFOROM BY WE STATE OF COUNTY, STATE OF CAUFORNAY, THAT IT CONSENTS TO THE PREPARATION AND FLING OF THIS TRACT MAP.

THE UNDERSIGNED FURTHER STATES THAT THE AREAS DESIGNATED:

NON-DIQUISE FRONTE ACCES, ITRITY AND PARRICE LASSIENT (PURE), SYONM HERCH IS HERCH RESCHED AND SAVILE BEDENDE IN A STUMATE ANSTRUMENT ENTIND TECLAMATION ME ELSCRETE, SUMMITSHAVE AND DISVIE PROCEDURES", SUM INSTRUMENT SAVIL DE RECORDED CONCENEDATIT MEH THIS TRACT LAG.

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40.35 PARK BOULEVARD LLC, A CALIFORNIA LIMITED LIABILITY COMPANY

MANAGING MEMBER	HELIAM B. MOLLARD III	
	DATE	

OWNER'S ACKNOWLEDGMENT:

A MUNAY PABLE OF OHER OFFICES CAMELTING THIS CESTRICATE REVERS OUT THE MEATHY OF THE MONEYUM WHO ORREST THE DOCUMENT TO MENOT HIS CESTRICATE IS ATTACHED, AND NOT THE TRUTHFULNESS ACCURACY, OF MULDITY OF THAT DOCUMENT.

USGESCHIEF A LIFTIC SCISE	BEFORE ME.	COUNTY OF SS
MKE BITES	(MSERT NAME AND TITLE OF THE OFFICER)	

WHO PROJECT ON ME OF THE BASS OF SATISFACTORY EXPONENTS TO BE THE PERSON WHOSE NAME IS SUBSCIRED TO THE WITHM ANSTRUMENT AND ACKNINGEDIZED TO ME WHAT HE DECUTED THE SAME IN HIS SUBMINED OF THE SAME OF THE SECOND THE SAME OF THE SAME AND THE PERSON, OR THE SOUTH THE AND THE PERSON, OR THE DATITY WORN BEHALF OF WHICH THE PERSON ACTED, DECUTED THE MISTRUMENT.

I CERTIFY UNDER PENALTY OF PERANRY UNDER THE LAWS OF THE STATE OF CALFORNIA THAT THE FORECOING PARAGRAPH IS TRUE AND CORRECT.

SIGNATURE OF MOTARY: WITHERS MY HAND:

PRINTED NAME OF NOTARY

(NOTE: SEAL OPTIONAL IF THE FOLLOWING INFORMATION IS COMPLETED)

MY COMMISSION NUMBER MY COMMISSION EXPIRES.

COUNTY OF PRINCIPAL PLACE OF BUSINESS

CITY SURVEYOR'S STATEMENT:

(, RANKOM R. HÉBER), CIT' SUPEITRE, MUNG BEIJA MITHOREZO TO PEPORA THE FINETICKS OF THE CITY SUPEITRE SERVICE STREY THAT I MANE EXAMPLED THE MERCH EMBRIDE MAP ENTITLED "TRACT MAP MA, BOTS, CITY OF GARLAND, COMPTY OF ALMEDIA, STATE OF CHURDHOM", AND I AM SATISTED THES MAP IS TECHNICALLY CORRECT.

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





CITY ENGINEER'S STATEMENT:

I MATE K. SUMM, ACTING CHY BORNEER, HUMO BEEM JUTHERCED TO REFORM THE EDINCTIONS OF THE CITY FOR OWLEND, SO MERCEN CERTIFY THAT I MANE EDAMED HE BUTTLED "THAC' LUMP AN BOTS, CITY OF OMALMA, COMPTY OF THACEDA, STATE OF CHUSTORMA", THAT THE SUBBONESON AS SHOWN IS SUSTAINTULLY THE SUME AS IT APPEADED, ON THE THAT THE SUME AS IT APPEADED WILLIAM TOOM OF THE THAT THE THE OF APPORTANCE OF THE SUBMISSION WHO FOR AND OF ANY APPROPRIATE ASPECTABLE AT THE THE OF APPORTANCE OF THE SUBMISSION WHO FOR THE OWNERS, HAVE BEEN COMPLETE WITH

AMT K. SALWAN, R.C.E. NO. 82527 ACTING CITY ENGINEER CITY OF DAVILAND, ALAMEDA COUNTY STATE OF CALIFORNIA

ALAMEDA COUNTY



CITY PLANVING COMMISSION'S STATEMENT
THIS MAP IS BASED ON A TENTATIC TRACE MAP APPROVED BY THE CITY PLANNING COMMISSION OF
THE CITY OF CHALLOW IT THERE METERIC ON MAPPIN 6, 2024, AND WHEN RECORDED THIS MAP
RECOMES THE OFFICIAL MAP OF THE LAND DIVISION.

IN MITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND THIS DAY OF

CATHERINE PAINE
SECRETARY OF THE CITY PLANNING COMMISSION
CITY OF CHULAND, ALAMEDA COUNTY
STATE OF CALIFORNIA

CITY CLERK'S STATEMENT

L ASAN REID, CITY CAETK AND CAETK OF THE CITY COMMAS OF THE CITY OF OMCAMIS, COMPT OF ALMEDA, STATE OF CANCERAM, COMPT OF ALMEDA, CAUFIDING, DIRECTOR PROTIED TO SAID COMMAS, AT A REGULAR METING HELD ON THE COMPT AND THAT SAID COMMAS OF A REGULAR METING HELD ON APPROVE SAID MAP.

FURTHER STATE THAT ALL AGREEMENTS AND SURETY AS REQUIRED BY LAW TO ACCOMPANY THE MAP HAVE BEEN APPROVED BY THE CITY COUNCIL OF THE CITY OF ONCLAND AND ARE FILED IN

ASIA REED AND CLERK OF THE COUNCIL OF THE CITY OF OMILAND, COUNTY OF ALAMEDA, STATE OF CALIFORNIA

SEISMIC HAZARD NOTE:

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SURVEYOR'S STATEMENT:

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KETTH S. BUSH, L.S. DATE:

No. 8494

I, MAN, CHERELL-BELTAN, LEDIN OF THE BOARD OF SHERINGOES OF THE COAINTY OF MANEDA, STATE OF CHUFDINA, DO HERBY STATE THAI CERTIFICATES MAY BEEN PALLS MO DEPOSITS MAYE BEEN MADE IN COMPORMANCE WITH THE RECOMEDITS OF SECTION 86492 AND 86403 OF THE COMERNMENT CODE OF THE STATE OF CHUFDINA. CLERK OF THE BOARD OF SUPERVISORS STATEMENT:

Ē.
ANKA CAMPBELL-BELTON, CLERK OF THE BOARD OF SUPERMISORS, COUNTY OF ALAMEDA, STATE OF CALFOR

BY: CLERK

FEE: MELISS	AT THE REQUEST OF OLD REPUBLIC TITLE COMPANY.	IN BOOK OF TRACT MAPS, AT PAGES	FILED THIS DAY OF
WELISSA WILK			200
		-	, 20 , AE W

RECORDER'S STATEMENT:

ADDITIONAL DOCUMENT RECORDED CONCURRENTLY WITH THIS MAPERELANAIN RE EXCURNING MANTHME MID ISSUE PROCEDURS RECORDED 20. AS CREEK IN.

TRACT MAP No. 8679

AN EIGHT (8) LOT SUBDINISION
THAT REAL PROPERTY DESCRIBED IN THAT CERTAIN GRANT DEED
RECORDED MAY 16, 2023 UNIDER SERIES NO. 2023-055147,
OFFICIAL RECORDS OF ALAMEDA COUNTY, BEING LOTS 7 & 8, BLOCK A, MAP OF FOURTH AVENUE TERRACE (22 M 93) CITY OF OAKLAND, ALAMEDA COUNTY, CALIFORNIA DECEMBER, 2024

BA BAY AREA LAND LS SURVEYING INC

3065 RICHMOND PARKWAY, SUITE 101 RICHMOND, CA 94806 (510) 223-5167

APN: 024-0533-007 SHEET 1 OF 2

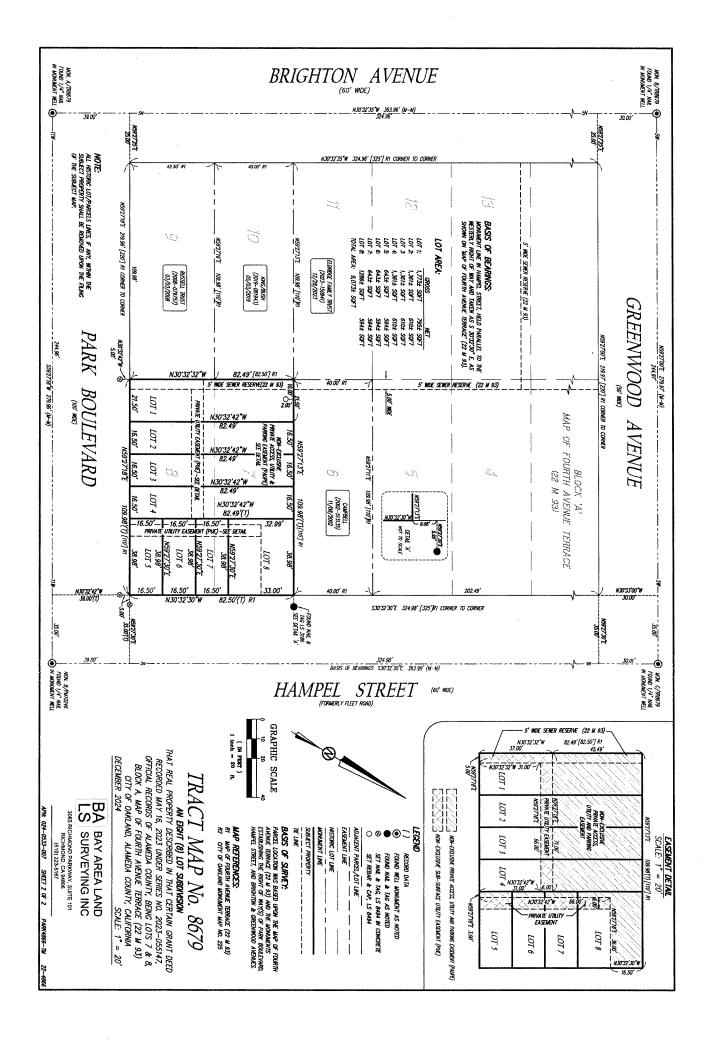
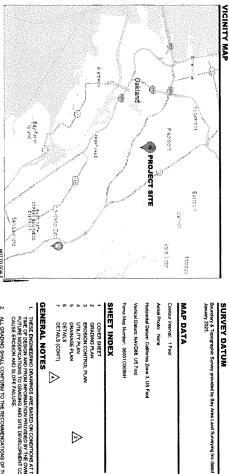
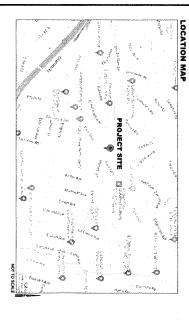


Exhibit B

Engineering Plans for PX2400011

PX PERMIT FOR PARK BLVD & HAMPEL ST 4035 PARK BLVD OAKLAND, CA OFFSITE IMPROVEMENT PLAN PX2400011





COVER SHEET
GRADING PLAN
EROSION CONTROL PLAN
UTILITY PLAN
DRAINAGE PLAN

GENERAL NOTES

- THESE ENGINEERING DRAWNIOS ARE BASED ON CONDITIONS AT THE TIME OF DESIGN AND FROM INFORMATION PROVIDED BY THE OWNER. FUTURE MODIFICATIONS TO GRADING AND SITE DEVELOPMENT COLLICAUSE EROSION AND SLOPE FAILURE.
- ALL GRADING SHALL CONFORM TO THE RECOMMENDATIONS OF THE PROJECT GEOTECHNICAL AND/OR THE PROJECT SOIL ENGINEER.
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- LOCATIONS OF CUTS AND FILLS ARE APPROXIMATE. CONTRACTOR TO VERIFY GRADING EXTENTS IN THE FIELD.
- RECORD DRAWINGS SHALL BE PROVIDED TO THE CITY UPON THE COMPLETION OF PROJECT AND PRIOR TO FINAL ACCEPTANCE.

GENERAL CITY OF OAKLAND NOTES

- LIMITS OF RESTORATION MAY DIFFER FROM PLANS IN FIELD BASED ON CITY INSPECTOR'S REQUIREMENTS.
- CONTRACTOR SHALL NOT DISTURE OR DISPLACE CITY HONUMENTS. NO CONSTRUCTION IS ALLOWED WITHIN 15 FEET WITHOUT COORDINATION WITH CITY SURVEYOR.
- IN THE EVENT THAT, A CITY MANUFACT MUST BE CONE ACCIDENTALLY DISTURBED ON DESIGNATION TO THE REPLACED THE CONTRACTOR REPLACED AND ACCIDENTAL COSTS FOR MANUFACTION AND ACCIDENT THAT THE APPROVAL OF THE CITY MANUFACTION IS MOVING THAT THE REPLACEMENT MANUFACTION IS MOVING THAT THE REPLACEMENT MANUFACTION THE CONTRACTOR THAT SOCIETAL ACCIDENT THAT MANUFACTION THE CONTRACT THAT SOCIETAL ACCIDENT THAT ADMINISTRATION THE REPLACEMENT THAT SOCIETAL ACCIDENT THAT APPROVED THAT SOCIETAL SOCIETAL THAT APPROVED THAT ACCIDENT THAT MANUFACTION THAT ACCIDENT THA
- CONTRACTOR'S ATTENTION IS HERERY DIRECTED TO THOSE PORTIONS OF SECTION 877 OF THE BUSINESS AND PROPESSIONAL CODE RECARONG THE RETENTION OF FAIRS IN INSULES WHERE MONUMENTS HAVE BEEN LOST OR DESTROYED WITHOUT AUTHORIZATION.
- ALL CONSTRUCTION STAKING FOR CURB, GUTTER, SIDEWALK, SANTIARY SEWERS, STOGALDRANG, ETC., SHALL BE DONE BY A CIVIL ENGINEER OR LIAND SURVEYOR REGISTERED IN THE STATE OF CALIFORNIA.

- CONTRACTOR SHALL TAKE PREVENTINE MEASURES TO REOTECT EXETTING MODIMENTE AND/OR SECTION LAMERS IN AND ADJACEST TO THE CONSTRUCTION SITE CONTRACTORS ATTENTION IS DIRECTED TO SECTION 871 OF THE BUSINESS AND PROPESSIONAL CODE EXCHANGE HE PRESERVATION OF MANUMENTS, NO DEMOLITION.

GENERAL STORMWATER NOTES

- PRIOR TO CONSTRUCTION COMMERCEMENT THE CONTRACTOR AND ENGINEER SHALL MOTHET THE CITY'S DEPARTMENT OF TRANSPORTATION TO SOMEDULE A PRE-CONSTRUCTION MEETING, AND MERMACE FOR INSPECTIONS FOR ALL MEMOVEMENTS WITHIN THE PABLIC RIGHT OF WAY.
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 OFFICIAL STANLESHMART STANLESHMART FAMOR STRUCTURES.
- THIS PROJECT WILL DISPERSE ALL RUNOFF FROM ROOFS AND HARDSCAPE AREAS TO APPROPRIATE LOCATIONS AND AS SHOWN ON
- STORMWATER DISCHARGE ADJACENT TO FOUNDATIONS AND OTHER STRUCTURES IS NOT PERMITTED.
- WASH OUT CONCRETE EQUIPMENT/TRUCKS OFF-SITE OR INTO CONTAINED WASHOUT AREAS THAT WILL NOT ALLOW DISCHARGE OF WASH WATER OWN OT THE UNDERLYING SOIL OR ONTO THE SURROUNDING AREAS.





PX2400011 - OFFSITE IMPROVEMENT PLAN



PX PERMIT PLAN
4035 PARK BOULEVARD
OAKLAND, CA

COVER SHEET

