

2023 OCT 16 PM 5:47

FILED
OFFICE OF THE CITY CLERK
OAKLAND

Approved as to Form and Legality

Brian Mulry

Office of the City Attorney

OAKLAND CITY COUNCIL
RESOLUTION NO. 89945 C.M.S.

RESOLUTION AUTHORIZING THE CITY ADMINISTRATOR TO ENTER INTO A SUBDIVISION IMPROVEMENT AGREEMENT WITH OAKMEDA MANAGEMENT, LLC, FOR DEFERRED CONSTRUCTION OF PUBLIC INFRASTRUCTURE IMPROVEMENTS AS A CONDITION TO FINAL MAP APPROVAL FOR TRACT NO. 8393 LOCATED AT 4430, 4440, AND 4448 HOWE STREET, AND ADOPTING APPROPRIATE CALIFORNIA ENVIRONMENTAL QUALITY ACT FINDINGS

WHEREAS, Oakmeda Management, LLC, a California limited liability company (“Subdivider”), is subdividing the property at 4430, 4440, and 4448 Howe Street identified by the Alameda County Assessor as APNs 013-1128-018-00, 013-1128-019-00, and 013-1128-020-00, and by the Alameda County Clerk-Recorder as Tract No. 8393, and by the City of Oakland (“City”) as 4432 Howe Street; and

WHEREAS, the Subdivider has acquired by purchase for valuable consideration the real property comprising Tract No. 8393 through a grant deed, series no. 2018054216, recorded March 16, 2018, by the Alameda County Clerk-Recorder; and

WHEREAS, said parcel is comprised of all of lots 22 through 26, in block “R”, as said lots and block are shown on that certain map entitled “Map Of Thermal hill, Formerly The Howe Tract, Oakland Township, Alameda County, California,” filed for record on September 15, 1894 in Map Book 19, Page 52, Alameda County Records; and

WHEREAS, as part of the Project, the Subdivider specifically applied to the City of Oakland for a Tentative Tract Map (“TTM 8393”) to subdivide said parcel, which proposed:

- Subdivision of existing lots into seven (7) mini-lots accessed by a shared access and utility easement from Howe Street; and
- Construction and renovation of seven residential detached buildings; and

WHEREAS, on June 12, 2017, the City Planning Commission approved the Tentative Tract Map for Tract No. 8393 and the land use entitlements (“PLN17095”), and affirmed staff’s environmental determination that the project is exempt from the California Environmental Quality Act (“CEQA”) pursuant to CEQA Guidelines sections 15061(b)(3) (no significant effect on the environment), 15183 (projects consistent with a community plan, general plan, or zoning) and 15301 (existing facilities); and

WHEREAS, the Subdivider has presented a Final Map to the City, identified as Tract Map No. 8393, which proposes the subdivision of seven (7) developable parcels, for seven (7) residential detached units development, identified as Lots 1, 2, 3, 4, 5, 6 and 7; and

WHEREAS, through a separate companion Resolution, staff is seeking conditional approval of Final Map No. 8393; 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 surface and subsurface improvements within private property common to subdivided lots known as private-public improvements; and

WHEREAS, the City Engineer has approved infrastructure permit number PX1800046 and the Subdivider's plans and specifications for construction of the required public infrastructure improvements, attached hereto as *Exhibit A* and incorporated herein; and

WHEREAS, pursuant to Government Code section 66462 and Oakland Municipal Code section 16.20.100, as a condition precedent to approval of the Final Map for Tract No. 8393, the Subdivider has executed a Subdivision Improvement Agreement ("SIA"), attached hereto as *Exhibit B* and incorporated herein, assuring the timely construction, unconditional warrantee, and prescribed maintenance of all required public infrastructure improvements; and

WHEREAS, pursuant to Government Code section 66499 et seq. and Oakland Municipal Code section 16.20.100, and as required by the SIA, the Subdivider has deposited adequate security in the form of surety bonds to secure the Subdivider's performance of the deferred public infrastructure improvements identified in the Subdivision Improvement Agreement; and

WHEREAS, this action is exempt from the requirements of CEQA pursuant to CEQA Guidelines sections 15061(b)(3) (no significant effect on the environment), 15183 (projects consistent with a community plan, general plan or zoning) and 15332 (infill development projects), each as a separate and independent basis and when viewed collectively as an overall basis for CEQA clearance; now, therefore, be it

RESOLVED: That the City Administrator or designee is hereby authorized to enter into an SIA with Oakmeda Management, LLC for deferred construction of public infrastructure improvements as a condition to final map approval for Tract No. 8393; and be it

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

FURTHER RESOLVED: That the City Engineer is authorized to cause the fully executed SIA to be filed concurrently with the fully endorsed Final Map for Tract No. 8393 for recordation by the Alameda County Clerk-Recorder; and be it

FURTHER RESOLVED: That the City Council determines this action is exempt from the requirements of CEQA pursuant to CEQA Guidelines sections 15061(b)(3) (no significant effect on the environment), 15183 (projects consistent with a community plan, general plan or zoning) and 15332 (infill development projects), each as a separate and

independent basis and when viewed collectively as 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 of Oakland.

IN COUNCIL, OAKLAND, CALIFORNIA,

PASSED BY THE FOLLOWING VOTE: **OCT 17 2023**

AYES - FIFE, GALLO, JENKINS, KALB, KAPLAN, RAMACHANDRAN, REID AND

NOES ~~4~~ PRESIDENT FORTUNATO BAS ~~8~~

ABSENT ~~4~~

ABSTENTION ~~4~~

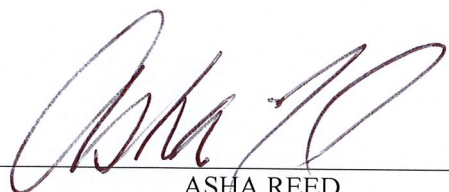
ATTEST: 
ASHA REED
City Clerk and Clerk of the Council of the
City of Oakland, California

Exhibit A, Final Tract Map No. 8393.

Exhibit B, Subdivision Improvement Agreement and Public Infrastructure Improvements.

AS BENEFICIARY:
 REPRESENTING FUEL, LLC UNDER DEED OF TRUST RECORDED JANUARY 9, 2018 AS
 DOCUMENT NUMBER 2018054217, ALAMEDA COUNTY RECORDS, CALIFORNIA, I HEREBY JOIN
 IN AND CONSENT TO THE EXECUTION OF THE FOREGOING OWNER'S STATEMENT AND TO THE
 PREPARATION AND FILING OF THIS MAP AND ALL DEEDINGS AND DEDICATIONS THEREON.

AS BENEFICIARY:
 REPRESENTING KSCS IV, LLC UNDER DEED OF TRUST RECORDED MARCH 16, 2018 AS
 DOCUMENT NUMBER 2018054217, ALAMEDA COUNTY RECORDS, CALIFORNIA, I HEREBY JOIN
 IN AND CONSENT TO THE EXECUTION OF THE FOREGOING OWNER'S STATEMENT AND TO THE
 PREPARATION AND FILING OF THIS MAP AND ALL DEEDINGS AND DEDICATIONS THEREON.

AS BENEFICIARY:
 REPRESENTING FUEL, LLC UNDER DEED OF TRUST RECORDED JANUARY 9, 2018 AS
 DOCUMENT NUMBER 2018054217, ALAMEDA COUNTY RECORDS, CALIFORNIA, I HEREBY JOIN
 IN AND CONSENT TO THE EXECUTION OF THE FOREGOING OWNER'S STATEMENT AND TO THE
 PREPARATION AND FILING OF THIS MAP AND ALL DEEDINGS AND DEDICATIONS THEREON.

AND
 REPRESENTING PHE IV, LLC UNDER DEED OF TRUST RECORDED MARCH 16, 2018 AS
 DOCUMENT NUMBER 2018054217, ALAMEDA COUNTY RECORDS, CALIFORNIA, I HEREBY JOIN
 IN AND CONSENT TO THE EXECUTION OF THE FOREGOING OWNER'S STATEMENT AND TO THE
 PREPARATION AND FILING OF THIS MAP AND ALL DEEDINGS AND DEDICATIONS THEREON.

PAUL ESAJIAN _____ DATED _____

KONRAD SOPELNIKOW _____ DATED _____

NATHANIEL MERRILL _____ DATED _____

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 _____, 202____, BEFORE ME, _____

A NOTARY PUBLIC,

PERSONALLY APPEARED

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

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

WITNESS MY HAND

SIGNATURE OF NOTARY PUBLIC _____

PRINTED NAME OF NOTARY _____

NOTARY'S PRINCIPAL PLACE OF BUSINESS _____

COMMISSION EXPIRES: _____

BENEFICIARY'S ACKNOWLEDGMENT:

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 ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME IN HIS AUTHORIZED
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WITNESS MY HAND

SIGNATURE OF NOTARY PUBLIC _____

PRINTED NAME OF NOTARY _____

NOTARY'S PRINCIPAL PLACE OF BUSINESS _____

COMMISSION EXPIRES: _____

**TRACT MAP NO. 8393
 A 7 LOT SUBDIVISION**

BEING A MERGER AND SUBDIVISION OF THE LANDS DESCRIBED IN THAT CERTAIN
 TRACT MAP OF MARCH 16, 2018, FILED FOR RECORD ON SEPTEMBER 15, 1894 IN
 COUNTY RECORDS, ALSO BEING ALL OF LOTS 22 THROUGH 24 IN BLOCK 4, ALAMEDA
 COUNTY RECORDS, ALSO BEING ALL OF LOTS 22 THROUGH 24 IN BLOCK 4, ALAMEDA
 COUNTY RECORDS, FILED FOR RECORD ON SEPTEMBER 15, 1894 IN
 SAID LOTS AND BLOCK ARE SHOWN ON THAT CERTAIN MAP ENTITLED "MAP OF
 THERMAL HILL, FORMERLY THE HOME TRACT, OAKLAND TOWNSHIP, ALAMEDA
 COUNTY, CALIFORNIA," FILED FOR RECORD ON SEPTEMBER 15, 1894 IN
 MAP BOOK 19, PAGE 52, ALAMEDA COUNTY RECORDS

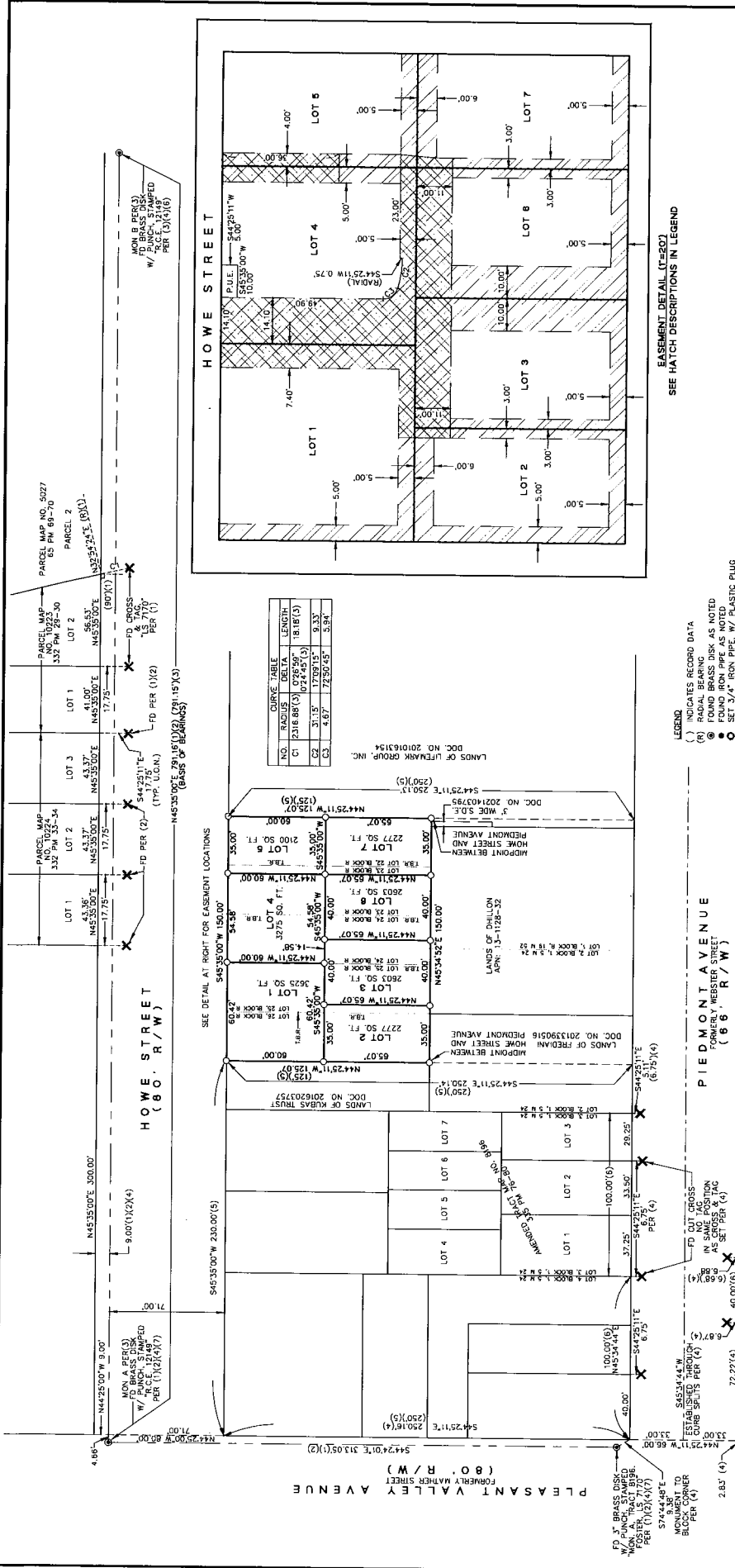
CITY OF OAKLAND ALAMEDA COUNTY CALIFORNIA



MUIR CONSULTING, INC.

135 CALARCH AVENUE
 OAKDALE, CA 95381
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 SURVEYING • G.I.S. • G.P.S.
 www.muirconsulting.com

NOVEMBER 2023



CURVE	TABLE	LENGTH
C1	2316.88(5)	18.18(3)
C2	31.75	17.69(15)
C3	4.87	72.50(45)

EASEMENT DETAIL (17-20)

SEE HATCH DESCRIPTIONS IN LEGEND

TRACT MAP NO. 8393
A 7 LOT SUBDIVISION

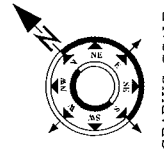
BEING A MERGED AND SUBDIVISION OF THE LANDS DESCRIBED IN THAT CERTAIN GRANT DEED TO OAKLAND COUNTY, CALIFORNIA, BY THE OAKLAND COUNTY WATER COMPANY, RECORDED ON MARCH 16, 2018, UNDER SERIES NO. 201803010, ALAMEDA COUNTY RECORDS, ALSO BEING ALL OF LOTS 22 THROUGH 26, IN BLOCK "A", THERMAL HILL, FORMERLY THE HOWE TRACT, OAKLAND TOWNSHIP, ALAMEDA COUNTY, CALIFORNIA, FILED FOR RECORD ON SEPTEMBER 15, 1894 IN MAP BOOK 151, PAGE 52, ALAMEDA COUNTY RECORDS.

CITY OF OAKLAND
ALAMEDA COUNTY
CALIFORNIA

NOVEMBER 2023

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- LEGEND**
- (1) INDICATES RECORD DATA
 - (R) RADIAL BEARING
 - ⊙ FOUND BRASS DISK AS NOTED
 - FOUND IRON PIPE AS NOTED
 - ⊗ TACK, TAPPED "S" 7/32" STAINLESS PLUG
 - ✕ FOUND CUT CROSS, NO TAG OR AS NOTED
 - ✕ FOUND CUT CROSS, TAG "LS 7170"
 - SUBJECT BOUNDARY LINE, PROPERTY LINE
 - LOT LINE PER "MAP OF THERMAL HILL, 15 M 52"
 - EASEMENT LINE
 - DOCUMENT NUMBER
 - OR OFFICIAL RECORDS
 - PUBLIC UTILITY EASEMENT
 - TYPICAL
 - UNLESS OTHERWISE NOTED
 - 1/4" W/ 1/4" SQUARE FEET
 - 50 FT. SQUARE FEET
 - TER. LOT LINE TO BE REMOVED BY THIS MAP
 - R.A.U.S.O.L. UTILITY AND STORM DRAINAGE EASEMENT
 - EMBLID EAST BAY MUNICIPAL UTILITY DISTRICT EASEMENT



- NOTES**
1. DISTANCES AND DIMENSIONS ARE IN FEET AND DECIMALS THEREOF.
 2. ALL DIMENSIONS AND DIMENSIONS ARE TO THE SUBJECT PROPERTY LINE.
 3. ALL DIMENSIONS AND DIMENSIONS SHOWN HEREON ARE MEASURED.
 4. ALL HISTORICAL LINES TO BE REMOVED BY THIS MAP.
- RECORD REFERENCES**
- (1) PARCEL MAP NO. 10224, 332 PM 29-30
 - (2) PARCEL MAP NO. 10224, 332 PM 31-34
 - (3) PARCEL MAP NO. 8198, 335 PM 76-80
 - (4) AMENDED TRACT MAP NO. 8198, 335 PM 76-80
 - (5) "MAP OF THERMAL HILL," 15 M 52
 - (6) "MAP OF THERMAL HILL," 15 M 52
 - (7) CITY OF OAKLAND MONUMENT MAP NO. 267
- BASE OF BEARINGS**
- 45°15'00" EAST BETWEEN THE FOUND BRASS DISK FOUND IN THE MONUMENT LINE OF HOWE STREET, AS SAID DISKS AND STREET ARE SHOWN ON PARCEL MAP 5077 FILED FOR RECORD ON JANUARY 23, 1897 AND THE MONUMENT LINE OF PLEASANT VALLEY AVENUE, AS SAID MONUMENT LINE IS SHOWN ON PARCEL MAP 5077 FILED FOR RECORD ON SEPTEMBER 15, 1894 IN MAP BOOK 151, PAGE 52, ALAMEDA COUNTY RECORDS.

**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

4430, 4440, and 4448 Howe Street

Final Map No. 8393

This SUBDIVISION IMPROVEMENT AGREEMENT (“**Agreement**”), dated October __, 2023 (“**Effective Date**”), is entered into by and between the City of Oakland, a California municipal corporation (“**CITY**”), and Oakmeda Management, 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 three (3) lots located within the corporate limits of the CITY, which are identified by the Alameda County Assessor as APNs 013-1128-018-00, 013-1128-019-00, and 013-1128-020-00 and by the Alameda County Clerk-Recorder as Tract No. 8393, and by the City of Oakland as 4432 Howe Street.

B. SUBDIVIDER has presented a Final Map to the City, identified as Final Map No. 8393, which proposes a subdivision of previously subdivided lots of this platted land into seven (7) developable micro-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 June 12, 2017.

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 PX1800046 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. 8393

Approval of the Final Map No. 8393 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 June 12, 2017.

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. Inspection of Construction, Equipment, And Materials

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 Twenty-Nine Thousand and Eight Hundred Dollars (**\$129,800**), 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 Sixty Four Thousand and Nine Hundred Dollars (**\$64,900**), 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 Two Thousand and Four Hundred Fifty Dollars (**\$32,450**) (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. Defense, Indemnity, and Hold Harmless

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. 8393, 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. 8393

Exhibit B: Engineering Plans for PX1800046

21. Incorporation By Reference

The following documents are incorporated into this Agreement by reference:

CITY Permits:

a) Land Use PLN17095; b) Grading GR1700136; (c) Building Permits related to map on file with Accela; d) Tract Map 8393; e) Private infrastructure permit PZ1800081; and f) Public Infrastructure Permit: PX1800046.

City Engineer's Estimate of the Cost of Improvements: Pacific Engineering & Construction, Inc.'s Engineer's Estimate by Alan Mark Waldman, PE, dated September 4, 2023

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.

CITY*:

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

CITY OF OAKLAND, a municipal
corporation

APPROVED AS TO FORM:

OFFICE OF THE CITY ATTORNEY

By: _____
JESTIN D. JOHNSON
CITY ADMINISTRATOR

SUBDIVIDER*:

OAKMEDA MANAGEMENT, LLC

By: _____
Name: _____
Title: Authorized Signatory

*Notarized acknowledgment required.

Exhibit A

Final Map No. 8393

AS BENEFICIARY:
REPRESENTING FUEL, LLC UNDER DEED OF TRUST RECORDED JANUARY 9, 2018 AS
DOCUMENT NUMBER 201805157, ALAMEDA COUNTY RECORDS, CALIFORNIA, I HEREBY JOIN
IN AND CONSENT TO THE EXECUTION OF THE FOREGOING OWNER'S STATEMENT AND TO THE
PREPARATION AND FILING OF THIS MAP AND ALL BEEDINGS AND DEDICATIONS THEREON,
AND
REPRESENTING RHE IV, LLC UNDER DEED OF TRUST RECORDED MARCH 16, 2018 AS
DOCUMENT NUMBER 201805157, ALAMEDA COUNTY RECORDS, CALIFORNIA, DOES HEREBY JOIN
IN AND CONSENT TO THE EXECUTION OF THE FOREGOING OWNER'S STATEMENT AND TO THE
PREPARATION AND FILING OF THIS MAP AND ALL BEEDINGS AND DEDICATIONS THEREON.

PAUL ESAJIAN _____ DATED _____

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 _____, 2017, BEFORE ME, _____

A NOTARY PUBLIC,
PERSONALLY APPEARED _____

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

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

WITNESS MY HAND

SIGNATURE OF NOTARY PUBLIC _____

PRINTED NAME OF NOTARY _____

NOTARY'S PRINCIPAL PLACE OF BUSINESS _____

COMMISSION EXPIRES: _____

AS BENEFICIARY:
REPRESENTING ASGS IV, LLC UNDER DEED OF TRUST RECORDED MARCH 16, 2018 AS
DOCUMENT NUMBER 2018054217, ALAMEDA COUNTY RECORDS, CALIFORNIA, I HEREBY JOIN
IN AND CONSENT TO THE EXECUTION OF THE FOREGOING OWNER'S STATEMENT AND TO THE
PREPARATION AND FILING OF THIS MAP AND ALL BEEDINGS AND DEDICATIONS THEREON.

KONRAD SOPIELNIKOW _____ DATED _____

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 _____, 202 _____, BEFORE ME, _____

A NOTARY PUBLIC,
PERSONALLY APPEARED _____

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

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

WITNESS MY HAND

SIGNATURE OF NOTARY PUBLIC _____

PRINTED NAME OF NOTARY _____

NOTARY'S PRINCIPAL PLACE OF BUSINESS _____

COMMISSION EXPIRES: _____

AS BENEFICIARY:
REPRESENTING ATAC IV, LLC UNDER DEED OF TRUST RECORDED MARCH 16, 2018 AS
DOCUMENT NUMBER 2018054217, ALAMEDA COUNTY RECORDS, CALIFORNIA, I HEREBY JOIN
IN AND CONSENT TO THE EXECUTION OF THE FOREGOING OWNER'S STATEMENT AND TO THE
PREPARATION AND FILING OF THIS MAP AND ALL BEEDINGS AND DEDICATIONS THEREON.

RAIHANIEL MERRILL _____ DATED _____

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 _____, 202 _____, BEFORE ME, _____

A NOTARY PUBLIC,
PERSONALLY APPEARED _____

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

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

WITNESS MY HAND

SIGNATURE OF NOTARY PUBLIC _____

PRINTED NAME OF NOTARY _____

NOTARY'S PRINCIPAL PLACE OF BUSINESS _____

COMMISSION EXPIRES: _____

**TRACT MAP NO. 8393
A 7 LOT SUBDIVISION**

BEING A MERGER AND SUBDIVISION OF THE LANDS DESCRIBED IN THAT CERTAIN
GRANT DEED TO OAKMEAD MARSH, INC. (GRANT DEED NUMBER 2018054217) ALAMEDA
COUNTY RECORDS, ALSO BEING ALL OF LOTS 22 THROUGH 26, IN BLOCK "B", AS
SAID LOTS AND BLOCK ARE SHOWN ON THAT CERTAIN MAP ENTITLED "MAP OF
THERMAL HILL, FORMERLY THE HOWE TRACT, OAKLAND TOWNSHIP, ALAMEDA
COUNTY, CALIFORNIA," FILED FOR RECORD ON SEPTEMBER 15, 1954 IN
MAP BOOK 15, PAGE 52, ALAMEDA COUNTY RECORDS.

CITY OF OAKLAND ALAMEDA COUNTY CALIFORNIA

NOVEMBER 2023



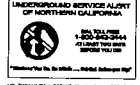
MUIR CONSULTING, INC.

139 CHURCH AVENUE
OAKDALE, CA 95361
(209) 845-8630 FAX (209) 845-8639

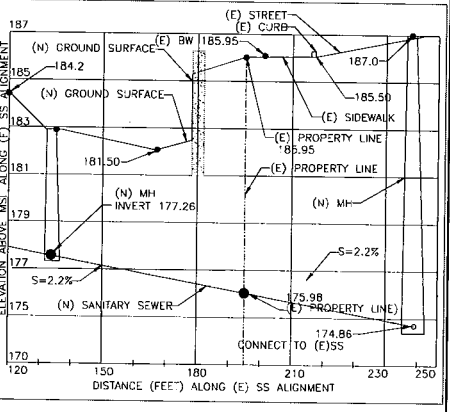
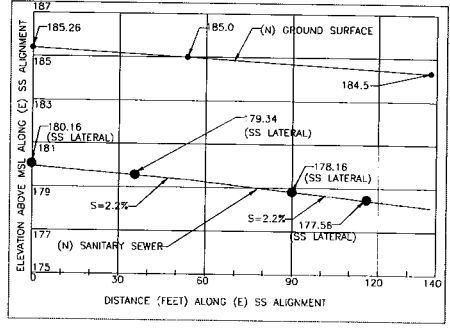
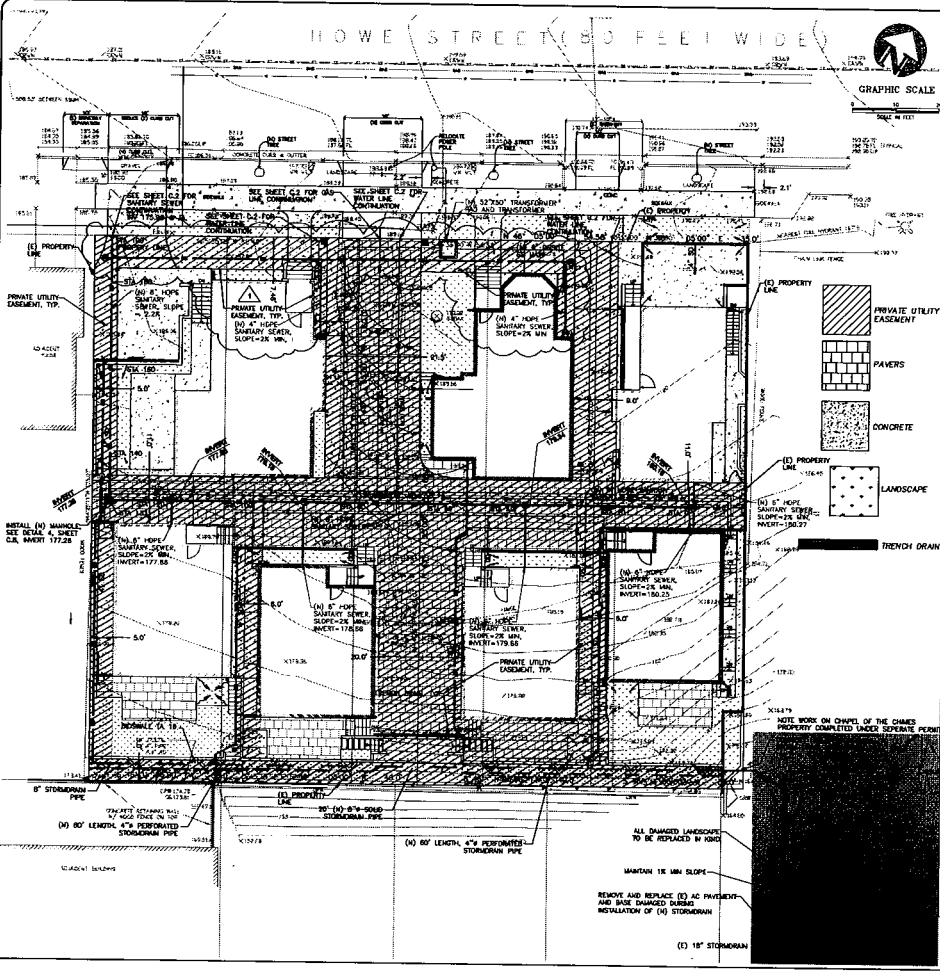
SURVEYING • C.I.S. • G.P.S.
www.muirconsulting.com

Exhibit B
Engineering Plans for PX1800046

HOWE STREET (50 FEET WIDE)



NO EXCAVATION PERMIT IS VALID UNLESS THE CONTRACTOR OBTAINS THE OFFICE OF PUBLIC WORKS FROM "UNDERGROUND SERVICE ALERT" (U.S.A.) AND USES IT TO MARK DATE TO DAMAGING EXCAVATION.

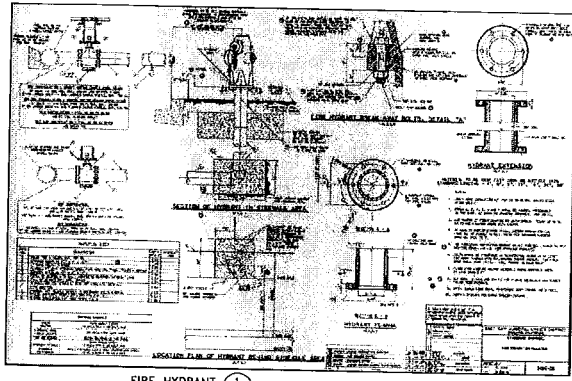


Pacific Engineering & Construction, Inc.
 Consulting Engineers & Contractors
 4430 Howe Street, Suite 100, San Francisco, CA 94118
 Telephone: (415) 774-1100
 Fax: (415) 774-1101
 www.pacific-engineering.com

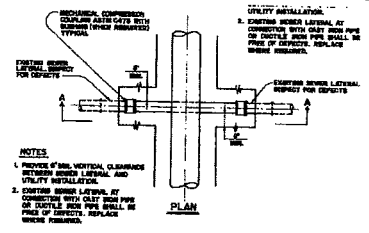
4430 HOWE STREET LLC AND GC CARB LLC
 4428 - 4448 HOWE STREET, OAKLAND, CA 94618
OFFSITE GRADING AND UTILITY PLAN
 PERMIT NO. PX 1800046

DATE: 08/11/2011
 DRAWN BY: J. CARB
 CHECKED BY: J. CARB
 SCALE: AS SHOWN
 SHEET NO. 0323

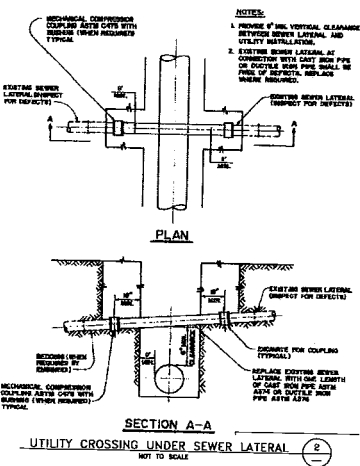
C-3



FIRE HYDRANT 1
NOT TO SCALE

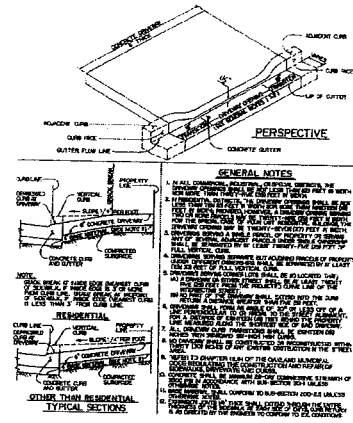


UTILITY CROSSING OVER SEWER LATERAL 4
NOT TO SCALE



UTILITY CROSSING UNDER SEWER LATERAL 2
NOT TO SCALE

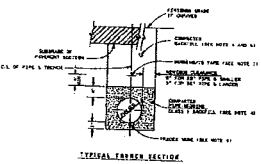
- NOTES:**
- Excavated material shall not be used to fill voids caused by overexcavation; such voids shall be filled with compacted bedding material. Unless directed by the Engineer, no substitute payment will be made for overexcavation.
 - Import backfill material shall conform to Subsection 306-1.31.
 - Aggregate base shall conform to crushed macadamous base (Section 200-2.4) or better. The base material must be approved by the Engineer.
 - The strength of Odontol one generally paved with either AD, PCC, or a combination of the two. The existing pavement may differ from the replacement Pavement Type (A to F) indicated on the plans.
 - Compaction by tamping is not permitted.
 - When flexible pipe (HDPE, etc.) is used, pipe shall be backfilled to the spring line, compacted and backfill tested prior to compacting final backfill.
 - The compacted temporary roadways shall be a minimum of 2" thick placed on the required base, and shall be removed prior to placing the permanent paving.
 - Backfill testing is required and results shall be approved by the Engineer prior to paving.
 - No longitudinal joints or seams are allowed in pipe lines. If a longitudinal joint is constructed due to the Contractor's work or the requirement, the Contractor shall remove a minimum of 2' of asphalt from the pavement course the entire pipe line using a method approved by the City and then resurface the pipe line to the Engineer's satisfaction.
 - During backfill operations, the trench shall be backfilled, compacted, and tested to the spring line of any utilities crossing the trench before proceeding with further backfill.
 - Unless specified otherwise, measurement for payment of additional bedding, imported backfill and temporary paving (when filled as separate pay items) shall be based upon the trench width defined on this detail. The trench width for 8" pipe shall be 30".
 - Clean and finished sides of excavation and between paving courses with spray application of 50-1 emulsion before placing asphalt-concrete pavement section.
 - If the distance to the edge of gutter is less than 3" from a trench edge, the pavement replacement shall extend to the edge of existing gutter.
 - It occurs where existing paving consists of rubberized AG, the trench area should be replaced with the equivalent pavement section of rubberized AG. As an alternative, a dense graded AG section equivalent to two-times the thickness of the rubberized AG may be substituted.



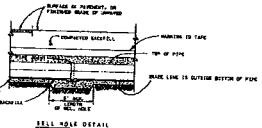
CONCRETE DRIVEWAY 5
ASPHALT CONCRETE STREET

- GENERAL NOTES:**
- IN ALL EXCAVATIONS, EXISTING UTILITIES SHALL BE DELETED TO THE DEPTH OF THE EXCAVATION UNLESS OTHERWISE NOTED. ALL UTILITIES SHALL BE PROTECTED BY A MINIMUM OF 18" OF CONCRETE OR EQUIVALENT. ALL UTILITIES SHALL BE PROTECTED BY A MINIMUM OF 18" OF CONCRETE OR EQUIVALENT. ALL UTILITIES SHALL BE PROTECTED BY A MINIMUM OF 18" OF CONCRETE OR EQUIVALENT.
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 - ALL EXCAVATIONS SHALL BE PROTECTED BY A MINIMUM OF 18" OF CONCRETE OR EQUIVALENT. ALL UTILITIES SHALL BE PROTECTED BY A MINIMUM OF 18" OF CONCRETE OR EQUIVALENT. ALL UTILITIES SHALL BE PROTECTED BY A MINIMUM OF 18" OF CONCRETE OR EQUIVALENT.





TYPICAL TRENCH SECTION



BELL JOINT DETAIL

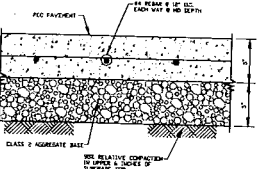
NOTE 1:
 1. TOP OF ALL BELLS TO BE CORRECTLY GRADED, SLOPE AND ADJUSTED TO THE TRENCH AND TO BE PROTECTED BY A 4" MIN. THICK, 18" WIDE, 18" HIGH CURB OR ELEVATION OF THE TOP OF THE PIPE SHALL NOT EXCEED 18".
 2. THE FIELD OF THE BELL AT THE ELEVATION OF THE TOP OF THE PIPE SHALL BE COVERED.
 3. ALL JOINTS SHALL BE THE OUTSIDE ELEVATION OF THE PIPE.
 4. ALL JOINTS SHALL BE THE OUTSIDE ELEVATION OF THE PIPE.
 5. ALL JOINTS SHALL BE THE OUTSIDE ELEVATION OF THE PIPE.
 6. ALL JOINTS SHALL BE THE OUTSIDE ELEVATION OF THE PIPE.
 7. ALL JOINTS SHALL BE THE OUTSIDE ELEVATION OF THE PIPE.
 8. ALL JOINTS SHALL BE THE OUTSIDE ELEVATION OF THE PIPE.
 9. ALL JOINTS SHALL BE THE OUTSIDE ELEVATION OF THE PIPE.
 10. ALL JOINTS SHALL BE THE OUTSIDE ELEVATION OF THE PIPE.

REVISIONS BY DATE

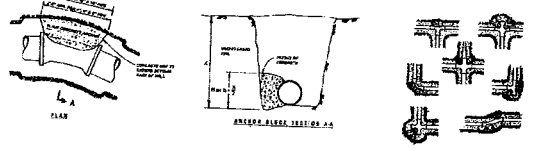
NO.	DESCRIPTION	DATE
1	ISSUED FOR PERMIT	08/15/18

STANDARD DRAWING
 PIPE TRENCH EXCAVATION AND BACKFILL
 1892-A

EBMUD STANDARD PIPE TRENCH EXCAVATION 1 NOT TO SCALE



PCC PAVEMENT SECTION 2

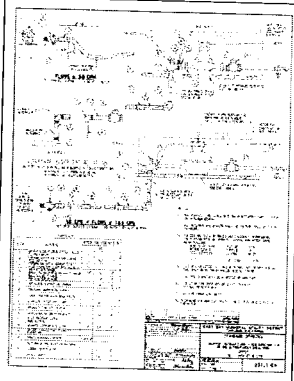


ANCHORAGE FOR HORIZ BENDS 3 NOT TO SCALE

PROPOSED LIST OF ANCHOR BENDS TO BE USED

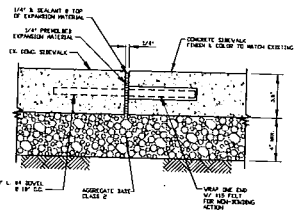
PIPE SIZE	ANCHOR BEND	DEPTH	CONCRETE	REINFORCEMENT
12"	180°	18"	4000 PSI	4#4 @ 12"
15"	180°	24"	4000 PSI	4#4 @ 12"
18"	180°	30"	4000 PSI	4#4 @ 12"
24"	180°	36"	4000 PSI	4#4 @ 12"
30"	180°	42"	4000 PSI	4#4 @ 12"
36"	180°	48"	4000 PSI	4#4 @ 12"
42"	180°	54"	4000 PSI	4#4 @ 12"
48"	180°	60"	4000 PSI	4#4 @ 12"
54"	180°	66"	4000 PSI	4#4 @ 12"
60"	180°	72"	4000 PSI	4#4 @ 12"
66"	180°	78"	4000 PSI	4#4 @ 12"
72"	180°	84"	4000 PSI	4#4 @ 12"
78"	180°	90"	4000 PSI	4#4 @ 12"
84"	180°	96"	4000 PSI	4#4 @ 12"
90"	180°	102"	4000 PSI	4#4 @ 12"
96"	180°	108"	4000 PSI	4#4 @ 12"
102"	180°	114"	4000 PSI	4#4 @ 12"
108"	180°	120"	4000 PSI	4#4 @ 12"
114"	180°	126"	4000 PSI	4#4 @ 12"
120"	180°	132"	4000 PSI	4#4 @ 12"
126"	180°	138"	4000 PSI	4#4 @ 12"
132"	180°	144"	4000 PSI	4#4 @ 12"
138"	180°	150"	4000 PSI	4#4 @ 12"
144"	180°	156"	4000 PSI	4#4 @ 12"
150"	180°	162"	4000 PSI	4#4 @ 12"
156"	180°	168"	4000 PSI	4#4 @ 12"
162"	180°	174"	4000 PSI	4#4 @ 12"
168"	180°	180"	4000 PSI	4#4 @ 12"
174"	180°	186"	4000 PSI	4#4 @ 12"
180"	180°	192"	4000 PSI	4#4 @ 12"
186"	180°	198"	4000 PSI	4#4 @ 12"
192"	180°	204"	4000 PSI	4#4 @ 12"
198"	180°	210"	4000 PSI	4#4 @ 12"
204"	180°	216"	4000 PSI	4#4 @ 12"
210"	180°	222"	4000 PSI	4#4 @ 12"
216"	180°	228"	4000 PSI	4#4 @ 12"
222"	180°	234"	4000 PSI	4#4 @ 12"
228"	180°	240"	4000 PSI	4#4 @ 12"
234"	180°	246"	4000 PSI	4#4 @ 12"
240"	180°	252"	4000 PSI	4#4 @ 12"
246"	180°	258"	4000 PSI	4#4 @ 12"
252"	180°	264"	4000 PSI	4#4 @ 12"
258"	180°	270"	4000 PSI	4#4 @ 12"
264"	180°	276"	4000 PSI	4#4 @ 12"
270"	180°	282"	4000 PSI	4#4 @ 12"
276"	180°	288"	4000 PSI	4#4 @ 12"
282"	180°	294"	4000 PSI	4#4 @ 12"
288"	180°	300"	4000 PSI	4#4 @ 12"
294"	180°	306"	4000 PSI	4#4 @ 12"
300"	180°	312"	4000 PSI	4#4 @ 12"
306"	180°	318"	4000 PSI	4#4 @ 12"
312"	180°	324"	4000 PSI	4#4 @ 12"
318"	180°	330"	4000 PSI	4#4 @ 12"
324"	180°	336"	4000 PSI	4#4 @ 12"
330"	180°	342"	4000 PSI	4#4 @ 12"
336"	180°	348"	4000 PSI	4#4 @ 12"
342"	180°	354"	4000 PSI	4#4 @ 12"
348"	180°	360"	4000 PSI	4#4 @ 12"
354"	180°	366"	4000 PSI	4#4 @ 12"
360"	180°	372"	4000 PSI	4#4 @ 12"
366"	180°	378"	4000 PSI	4#4 @ 12"
372"	180°	384"	4000 PSI	4#4 @ 12"
378"	180°	390"	4000 PSI	4#4 @ 12"
384"	180°	396"	4000 PSI	4#4 @ 12"
390"	180°	402"	4000 PSI	4#4 @ 12"
396"	180°	408"	4000 PSI	4#4 @ 12"
402"	180°	414"	4000 PSI	4#4 @ 12"
408"	180°	420"	4000 PSI	4#4 @ 12"
414"	180°	426"	4000 PSI	4#4 @ 12"
420"	180°	432"	4000 PSI	4#4 @ 12"
426"	180°	438"	4000 PSI	4#4 @ 12"
432"	180°	444"	4000 PSI	4#4 @ 12"
438"	180°	450"	4000 PSI	4#4 @ 12"
444"	180°	456"	4000 PSI	4#4 @ 12"
450"	180°	462"	4000 PSI	4#4 @ 12"
456"	180°	468"	4000 PSI	4#4 @ 12"
462"	180°	474"	4000 PSI	4#4 @ 12"
468"	180°	480"	4000 PSI	4#4 @ 12"
474"	180°	486"	4000 PSI	4#4 @ 12"
480"	180°	492"	4000 PSI	4#4 @ 12"
486"	180°	498"	4000 PSI	4#4 @ 12"
492"	180°	504"	4000 PSI	4#4 @ 12"
498"	180°	510"	4000 PSI	4#4 @ 12"
504"	180°	516"	4000 PSI	4#4 @ 12"
510"	180°	522"	4000 PSI	4#4 @ 12"
516"	180°	528"	4000 PSI	4#4 @ 12"
522"	180°	534"	4000 PSI	4#4 @ 12"
528"	180°	540"	4000 PSI	4#4 @ 12"
534"	180°	546"	4000 PSI	4#4 @ 12"
540"	180°	552"	4000 PSI	4#4 @ 12"
546"	180°	558"	4000 PSI	4#4 @ 12"
552"	180°	564"	4000 PSI	4#4 @ 12"
558"	180°	570"	4000 PSI	4#4 @ 12"
564"	180°	576"	4000 PSI	4#4 @ 12"
570"	180°	582"	4000 PSI	4#4 @ 12"
576"	180°	588"	4000 PSI	4#4 @ 12"
582"	180°	594"	4000 PSI	4#4 @ 12"
588"	180°	600"	4000 PSI	4#4 @ 12"
594"	180°	606"	4000 PSI	4#4 @ 12"
600"	180°	612"	4000 PSI	4#4 @ 12"
606"	180°	618"	4000 PSI	4#4 @ 12"
612"	180°	624"	4000 PSI	4#4 @ 12"
618"	180°	630"	4000 PSI	4#4 @ 12"
624"	180°	636"	4000 PSI	4#4 @ 12"
630"	180°	642"	4000 PSI	4#4 @ 12"
636"	180°	648"	4000 PSI	4#4 @ 12"
642"	180°	654"	4000 PSI	4#4 @ 12"
648"	180°	660"	4000 PSI	4#4 @ 12"
654"	180°	666"	4000 PSI	4#4 @ 12"
660"	180°	672"	4000 PSI	4#4 @ 12"
666"	180°	678"	4000 PSI	4#4 @ 12"
672"	180°	684"	4000 PSI	4#4 @ 12"
678"	180°	690"	4000 PSI	4#4 @ 12"
684"	180°	696"	4000 PSI	4#4 @ 12"
690"	180°	702"	4000 PSI	4#4 @ 12"
696"	180°	708"	4000 PSI	4#4 @ 12"
702"	180°	714"	4000 PSI	4#4 @ 12"
708"	180°	720"	4000 PSI	4#4 @ 12"
714"	180°	726"	4000 PSI	4#4 @ 12"
720"	180°	732"	4000 PSI	4#4 @ 12"
726"	180°	738"	4000 PSI	4#4 @ 12"
732"	180°	744"	4000 PSI	4#4 @ 12"
738"	180°	750"	4000 PSI	4#4 @ 12"
744"	180°	756"	4000 PSI	4#4 @ 12"
750"	180°	762"	4000 PSI	4#4 @ 12"
756"	180°	768"	4000 PSI	4#4 @ 12"
762"	180°	774"	4000 PSI	4#4 @ 12"
768"	180°	780"	4000 PSI	4#4 @ 12"
774"	180°	786"	4000 PSI	4#4 @ 12"
780"	180°	792"	4000 PSI	4#4 @ 12"
786"	180°	798"	4000 PSI	4#4 @ 12"
792"	180°	804"	4000 PSI	4#4 @ 12"
798"	180°	810"	4000 PSI	4#4 @ 12"
804"	180°	816"	4000 PSI	4#4 @ 12"
810"	180°	822"	4000 PSI	4#4 @ 12"
816"	180°	828"	4000 PSI	4#4 @ 12"
822"	180°	834"	4000 PSI	4#4 @ 12"
828"	180°	840"	4000 PSI	4#4 @ 12"
834"	180°	846"	4000 PSI	4#4 @ 12"
840"	180°	852"	4000 PSI	4#4 @ 12"
846"	180°	858"	4000 PSI	4#4 @ 12"
852"	180°	864"	4000 PSI	4#4 @ 12"
858"	180°	870"	4000 PSI	4#4 @ 12"
864"	180°	876"	4000 PSI	4#4 @ 12"
870"	180°	882"	4000 PSI	4#4 @ 12"
876"	180°	888"	4000 PSI	4#4 @ 12"
882"	180°	894"	4000 PSI	4#4 @ 12"
888"	180°	900"	4000 PSI	4#4 @ 12"
894"	180°	906"	4000 PSI	4#4 @ 12"
900"	180°	912"	4000 PSI	4#4 @ 12"
906"	180°	918"	4000 PSI	4#4 @ 12"
912"	180°	924"	4000 PSI	4#4 @ 12"
918"	180°	930"	4000 PSI	4#4 @ 12"
924"	180°	936"	4000 PSI	4#4 @ 12"
930"	180°	942"	4000 PSI	4#4 @ 12"
936"	180°	948"	4000 PSI	4#4 @ 12"
942"	180°	954"	4000 PSI	4#4 @ 12"
948"	180°	960"	4000 PSI	4#4 @ 12"
954"	180°	966"	4000 PSI	4#4 @ 12"
960"	180°	972"	4000 PSI	4#4 @ 12"
966"	180°	978"	4000 PSI	4#4 @ 12"
972"	180°	984"	4000 PSI	4#4 @ 12"
978"	180°	990"	4000 PSI	4#4 @ 12"
984"	180°	996"	4000 PSI	4#4 @ 12"
990"	180°	1000"	4000 PSI	4#4 @ 12"

EBMUD STANDARD METER INSTALLATION 4 NOT TO SCALE

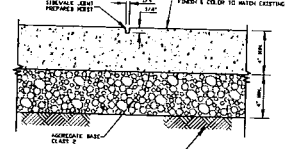


3380-B

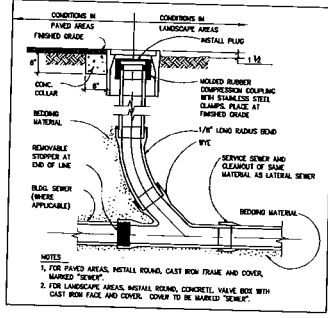
EAST BAY MUNICIPAL UTILITY DISTRICT
 OAKLAND, CALIFORNIA
 DATE: 08/15/18
 DRAWN BY: [Signature]
 CHECKED BY: [Signature]
 PROJECT NO.: 1892-A



TYPICAL SIDEWALK EXPANSION JOINT 5



TYPICAL SIDEWALK CONTROL JOINT DETAIL 6



EBMUD STANDARD METER INSTALLATION 7 NOT TO SCALE



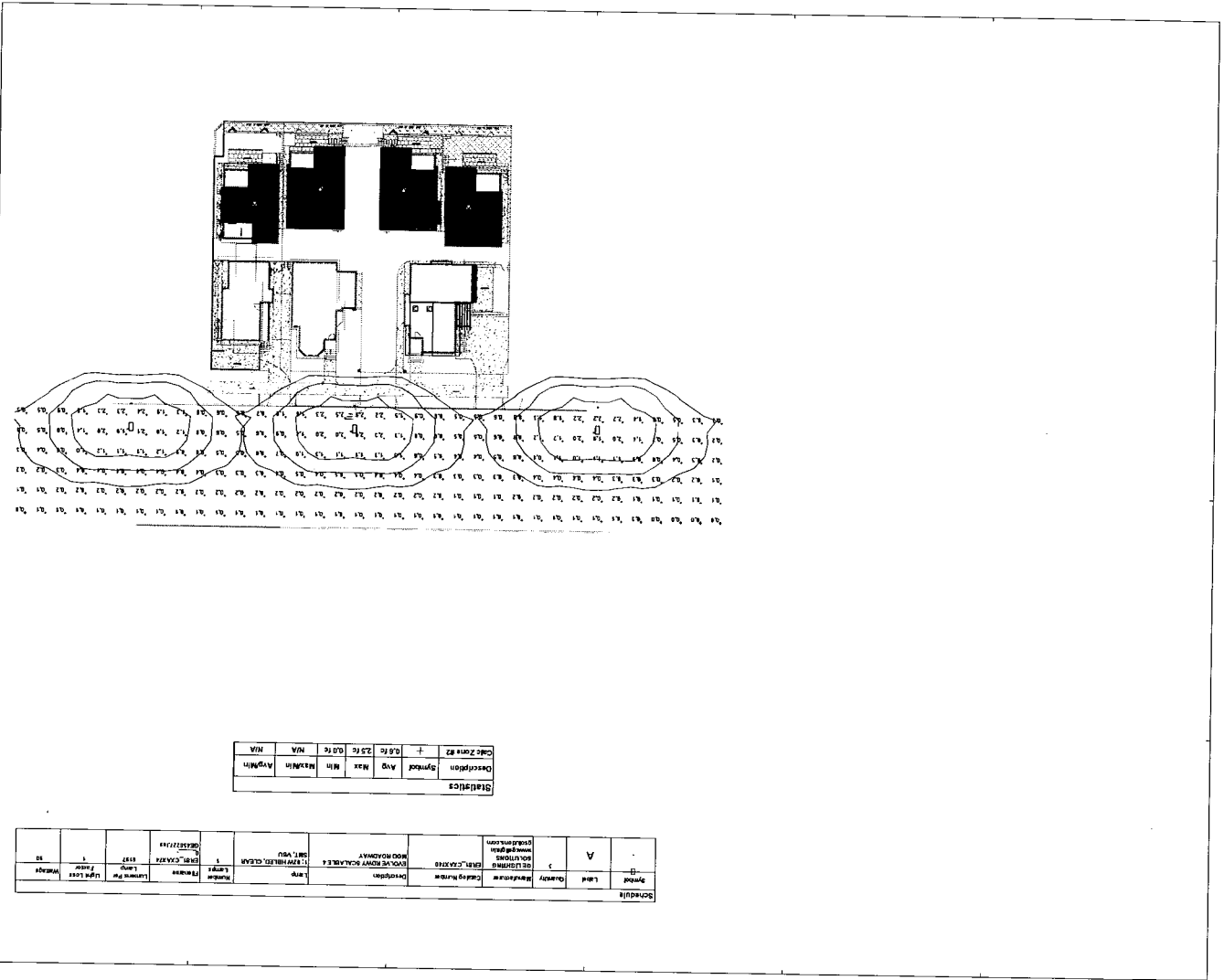
Pacific Engineering & Construction, Inc.
 Consulting Engineers & Constructors
 4430 HOWE, LLC & GC CARB, LLC
 4428 - 4448 HOWE STREET, OAKLAND, CA 94618
 PX PERMIT PLANS DETAILS
 PERMIT NO. PX1800046

4430 HOWE, LLC & GC CARB, LLC
 4428 - 4448 HOWE STREET, OAKLAND, CA 94618
 PX PERMIT PLANS DETAILS
 PERMIT NO. PX1800046

DATE: 08/15/18
 DRAWN BY: [Signature]
 CHECKED BY: [Signature]
 PROJECT NO.: 1892-A

4430 HOWE, LLC & GC CARB, LLC
 4428 - 4448 HOWE STREET, OAKLAND, CA 94618
 PX PERMIT PLANS DETAILS
 PERMIT NO. PX1800046

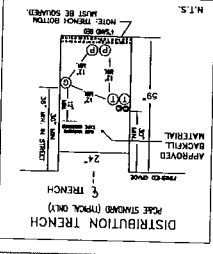
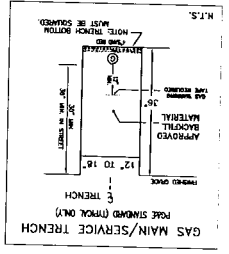
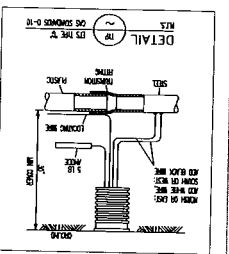
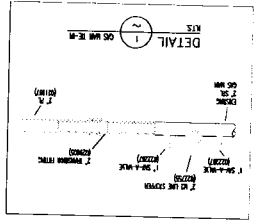
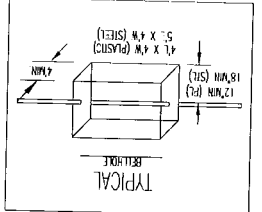
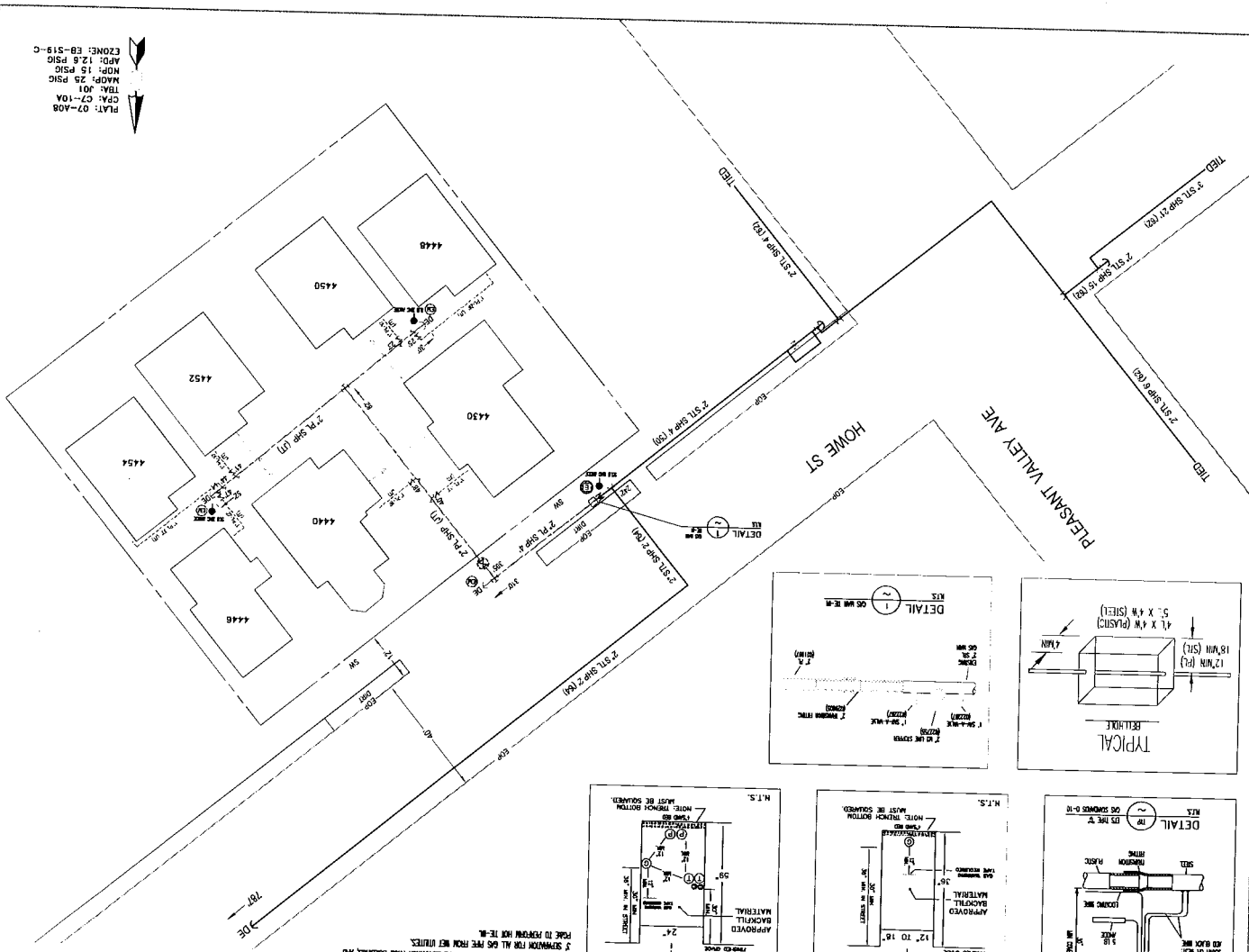
SCALE	1" = 10'
DATE	08/11/11
PROJECT NO.	E01P
SITE PHOTOMETRICS	
Client	
Site No.	
Address	
	
NEW DEVELOPMENT HOWE AVENUE OAKLAND, CA	



Category	Max	Min	Mean	ApMin
0.0 to 0.25	0.0	0.0	0.0	N/A
0.25 to 0.50	0.5	0.0	0.1	0.0
0.50 to 1.00	1.0	0.0	0.2	0.0
1.00 to 1.50	1.5	0.0	0.3	0.0
1.50 to 2.00	2.0	0.0	0.4	0.0
2.00 to 2.50	2.5	0.0	0.5	0.0

Category	Max	Min	Mean	ApMin
0.0 to 0.25	0.0	0.0	0.0	N/A
0.25 to 0.50	0.5	0.0	0.1	0.0
0.50 to 1.00	1.0	0.0	0.2	0.0
1.00 to 1.50	1.5	0.0	0.3	0.0
1.50 to 2.00	2.0	0.0	0.4	0.0
2.00 to 2.50	2.5	0.0	0.5	0.0

PLAT: 07-408
 CFA: 07-10A
 TBA: 001
 MAPS: 22 PSIG
 MOP: 15 PSIG
 APD: 12.6 PSIG
 EZONE: EB-519-C



DESIGNER'S NOTES:
 1. REFER TO SHEET 07-10A FOR GAS MAIN AND SERVICE TRENCH LOCATIONS.
 2. REFER TO SHEET 07-10B FOR GAS MAIN AND SERVICE TRENCH LOCATIONS.
 3. REFER TO SHEET 07-10C FOR GAS MAIN AND SERVICE TRENCH LOCATIONS.
 4. REFER TO SHEET 07-10D FOR GAS MAIN AND SERVICE TRENCH LOCATIONS.
 5. REFER TO SHEET 07-10E FOR GAS MAIN AND SERVICE TRENCH LOCATIONS.
 6. REFER TO SHEET 07-10F FOR GAS MAIN AND SERVICE TRENCH LOCATIONS.
 7. REFER TO SHEET 07-10G FOR GAS MAIN AND SERVICE TRENCH LOCATIONS.
 8. REFER TO SHEET 07-10H FOR GAS MAIN AND SERVICE TRENCH LOCATIONS.
 9. REFER TO SHEET 07-10I FOR GAS MAIN AND SERVICE TRENCH LOCATIONS.
 10. REFER TO SHEET 07-10J FOR GAS MAIN AND SERVICE TRENCH LOCATIONS.

GAS CONSTRUCTION DRAWING
 GAS MAIN EXTENSION
 HOWE ST
 OAKLAND, CA.

ENGINEERING AND PLANNING DEPT.
 4801 OAKROBT ST
 OAKLAND, CA.
 PHONE # 510-437-2020 FAX # 510-437-2144

SST: B. ANDERSON
 ADG: B. ANDERSON
 SUPV: W. CLARK
 DES: C. MURPHY
 SCALE: 1/8\"/>

CD: _____
 SD: _____
 INCHES: 1 1/8\"/>

DATE: 3/20/2017
 SHEETS: 2 OF 2
 REV: 0

