

APPROVED AS TO FORM AND LEGALITY

CITY ATTORNEY'S OFFICE

OAKLAND CITY COUNCIL

RESOLUTION NO. 90670 C.M.S.

RESOLUTION AUTHORIZING THE CITY ADMINISTRATOR TO ENTER INTO A SUBDIVISION IMPROVEMENT AGREEMENT WITH 4035 PARK BOULEVARD, LLC FOR DEFERRED CONSTRUCTION OF PUBLIC INFRASTRUCTURE IMPROVEMENTS AS A CONDITION TO FINAL MAP APPROVAL FOR TRACT NO. 8679 LOCATED AT 4035 PARK BOULEVARD, 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 and renovation of eight residential detached 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 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

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

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, through a separate companion Resolution, staff is seeking conditional approval of Final Map No. 8679, delineated diagrammatically in *Exhibit A* attached hereto and incorporated herein; 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, 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, 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, therefore, be it

RESOLVED: That the City Administrator or designee is hereby authorized to enter into an SIA with 4035 PARK BOULEVARD, LLC for deferred construction of public infrastructure improvements as a condition to final map approval for Tract No. 8679; 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. 8679 for recordation by the Alameda County Clerk-Recorder; and be it

FURTHER RESOLVED: That the City Council determines that the project was already found to be 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 that the SIA simply requires delivery of the project's improvements as approved. In addition, 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

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, **MAR 18 2025**

PASSED BY THE FOLLOWING VOTE:

AYES - BROWN, FIFE, HOUSTON, KAPLAN, RAMACHANDRAN, UNGER, AND
PRESIDENT PRO TEMPORE GALLO -7

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

OWNER'S STATEMENT:

THE UNDERSIGNED HEREBY STATES THAT IT IS THE OWNER OF THE LAND DELINEATED AND EMBRACED WITHIN THE EXISTING BOUNDARY LINES ON THE HEREIN ENCLOSED TRACT MAP ENTITLED "TRACT MAP NO. 8679, CITY OF OAKLAND, COUNTY OF ALAMEDA, STATE OF CALIFORNIA," THAT SAID OWNER ACCURED TITLE TO SAID LAND BY WRIT OF THE GRANT DEED RECORDED MAY 16, 2023 UNDER SERIES NO. 2023-055147 IN THE OFFICIAL RECORDS OF ALAMEDA COUNTY, STATE OF CALIFORNIA, THAT IT CONSENTS TO THE PREPARATION AND FILING OF THIS TRACT MAP.

THE UNDERSIGNED FURTHER STATES THAT THE AREAS DESIGNATED:

NON-EXCLUSIVE PRIVATE ACCESS, UTILITY AND PARKING EASEMENT (PAUP) SHOWN HEREON IS HEREBY RESERVED AND SHALL BE DEFINED IN A SEPARATE INSTRUMENT ENTITLED "DECLARATION RE: EASEMENTS, MAINTENANCE AND DISPUTE PROCEDURES", SAID INSTRUMENT SHALL BE RECORDED CONCURRENTLY WITH THIS TRACT MAP.

NON-EXCLUSIVE PRIVATE UTILITY EASEMENT (PUE) SHOWN HEREON IS HEREBY RESERVED AND SHALL BE DEFINED IN A SEPARATE INSTRUMENT ENTITLED "DECLARATION RE: EASEMENTS, MAINTENANCE AND DISPUTE PROCEDURES", SAID INSTRUMENT SHALL BE RECORDED CONCURRENTLY WITH THIS TRACT MAP.

4025 PARK BOULEVARD LLC, A CALIFORNIA LIMITED LIABILITY COMPANY

WILLIAM B. MOLLARD II
MANAGING MEMBER

DATE:

OWNER'S ACKNOWLEDGMENT:

A NOTARY PUBLIC OR OTHER OFFICER COMPLYING 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 } 25

BEFORE ME,

(INSERT NAME AND TITLE OF THE OFFICER)

PERSONALLY APPEARED

MIKE PETER

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

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

WITNESS MY HAND:

SIGNATURE OF NOTARY: _____

PRINTED NAME OF NOTARY: _____

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

MY COMMISSION EXPIRES: _____

MY COMMISSION NUMBER: _____

COUNTY OF PRINCIPAL PLACE OF BUSINESS: _____

CITY SURVEYOR'S STATEMENT:

I, RICHMOND R. HOBERT, CITY SURVEYOR, HAVING BEEN AUTHORIZED TO PERFORM THE FUNCTIONS OF THE CITY SURVEYOR OF THE CITY OF OAKLAND, DO HEREBY CERTIFY THAT I HAVE EXAMINED THE HEREIN ENCLOSED MAP ENTITLED "TRACT MAP NO. 8679, CITY OF OAKLAND, COUNTY OF ALAMEDA, STATE OF CALIFORNIA," AND I AM SATISFIED THIS MAP IS TECHNICALLY CORRECT.

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

RICHMOND R. HOBERT, P.L.S. NO. 3670
CITY SURVEYOR
CITY OF OAKLAND, ALAMEDA COUNTY
STATE OF CALIFORNIA

**CITY ENGINEER'S STATEMENT:**

I, AMT K. SALMAN, ACTING CITY ENGINEER, HAVING BEEN AUTHORIZED TO PERFORM THE FUNCTIONS OF THE CITY ENGINEER OF THE CITY OF OAKLAND, DO HEREBY CERTIFY THAT I HAVE EXAMINED THE HEREIN ENCLOSED MAP ENTITLED "TRACT MAP NO. 8679, CITY OF OAKLAND, COUNTY OF ALAMEDA, STATE OF CALIFORNIA," THAT THE SUBDIVISION AS SHOWN IS SUBSTANTIALLY THE SAME AS IT APPEARED ON THE TENTATIVE MAP, IF REQUIRED, AND ANY APPROVED ALTERATIONS THEREOF; THAT ALL THE PROVISIONS OF THE SUBDIVISION MAP ACT AND OF ANY LOCAL ORDINANCE APPLICABLE AT THE TIME OF APPROVAL OF THE TENTATIVE MAP, IF REQUIRED, HAVE BEEN COMPLIED WITH.

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

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

**CITY PLANNING COMMISSION'S STATEMENT**

THIS MAP IS BASED ON A TENTATIVE TRACT MAP APPROVED BY THE CITY PLANNING COMMISSION OF THE CITY OF OAKLAND AT THEIR MEETING ON MARCH 6, 2024, AND WHEN RECORDED THIS MAP BECOMES THE OFFICIAL MAP OF THE LAND DIVISION.

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

CATHERINE PAYNE
SECRETARY OF THE CITY PLANNING COMMISSION
CITY OF OAKLAND, ALAMEDA COUNTY
STATE OF CALIFORNIA

CITY CLERK'S STATEMENT

I, ASHA REED, CITY CLERK AND CLERK OF THE CITY COUNCIL OF THE CITY OF OAKLAND, COUNTY OF ALAMEDA, STATE OF CALIFORNIA, DO HEREBY CERTIFY THAT THE HEREIN ENCLOSED MAP ENTITLED "TRACT MAP 8679," CITY OF OAKLAND, COUNTY OF ALAMEDA, CALIFORNIA, WAS PRESENTED TO SAID COUNCIL AT A REGULAR MEETING HELD ON _____ AND THAT SAID COUNCIL DID THEREUPON BY RESOLUTION NUMBER _____ APPROVE SAID MAP.

I 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 OAKLAND AND ARE FILED IN MY OFFICE.

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

ASHA REED

AND CLERK OF THE COUNCIL OF THE CITY OF OAKLAND,
COUNTY OF ALAMEDA, STATE OF CALIFORNIA

SEISMIC HAZARD NOTE:

THE SUBJECT REAL PROPERTY LIES WITHIN THE FOLLOWING HAZARDOUS AREA: A SEISMIC HAZARD ZONE-DESTRUCTIVE ZONE PURSUANT TO SECTION 80004 OF THE PUBLIC RESOURCES CODE. THESE HAZARDS MAY LIMIT YOUR ABILITY TO DEVELOP THE REAL PROPERTY, TO OBTAIN INSURANCE, OR TO RECEIVE ASSISTANCE AFTER A DISASTER. THE MAPS ON WHICH THESE DISCLOSURES ARE BASED, ESTIMATE WHERE NATURAL HAZARDS EXIST. THEY ARE NOT DEFINITIVE INDICATORS OF WHETHER OR NOT A PROPERTY WILL BE AFFECTED BY A NATURAL DISASTER. TRANSFEREE(S) MAY WISH TO OBTAIN PROFESSIONAL ADVICE REGARDING THOSE HAZARDS AND OTHER HAZARDS THAT MAY AFFECT THE PROPERTY.

SURVEYOR'S STATEMENT:

THIS MAP WAS PREPARED BY ME OR UNDER MY DIRECTION AND IS BASED UPON A FIELD SURVEY IN CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCE AT THE REQUEST OF MIKE PETER ON 03/12/2024. I HEREBY STATE THAT THIS TRACT MAP SUBSTANTIALLY CONFORMS TO THE APPROVED OR CONDITIONALLY APPROVED TENTATIVE MAP, IF ANY. I HEREBY STATE THAT THE MONUMENTS ARE OF THE CHARACTER AND OCCUPY THE POSITIONS INDICATED AND THE MONUMENTS ARE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED.



KEITH S. BUSH, L.S. 8494
DATE:

CLERK OF THE BOARD OF SUPERVISORS STATEMENT:

I, ANIKA CAMPBELL-BELTON, CLERK OF THE BOARD OF SUPERVISORS OF THE COUNTY OF ALAMEDA, STATE OF CALIFORNIA, DO HEREBY STATE THAT CERTIFICATES HAVE BEEN FILED AND DEPOSITS HAVE BEEN MADE IN CONFORMANCE WITH THE REQUIREMENTS OF SECTION 80492 AND 80493 OF THE GOVERNMENT CODE OF THE STATE OF CALIFORNIA.

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

BY:

DEPUTY CLERK

RECORDER'S STATEMENT:

FILED THIS _____ DAY OF _____ 20____, AT _____, CA.

IN BOOK _____ OF TRACT MAPS, AT PAGES _____
AT THE REQUEST OF OLD REPUBLIC TITLE COMPANY.

FEES:

SERIES: _____

MATTHEW WAX
COUNTY RECORDER

BY:

DEPUTY COUNTY RECORDER

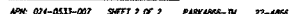
ADDITIONAL DOCUMENT RECORDED CONCURRENTLY WITH THIS MAP:
DECLARATION RE: EASEMENTS, MAINTENANCE AND DISPUTE PROCEDURES RECORDED _____ 20____
AS SERIES NO. _____

TRACT MAP No. 8679**AN EIGHT (8) LOT SUBDIVISION**

THAT REAL PROPERTY DESCRIBED IN THAT CERTAIN GRANT DEED RECORDED MAY 16, 2023 UNDER SERIES NO. 2023-055147, OFFICIAL RECORDS OF ALAMEDA COUNTY, BEING LOTS 7 & 8, BLOCK 4, 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



**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. 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 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. 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. 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 PLN23019; b) Grading GR2400091; (c) Building Permits related to map on file with Accela; d) Tract Map 8679; e) Public Infrastructure Permit: PX2400011.

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.

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*:

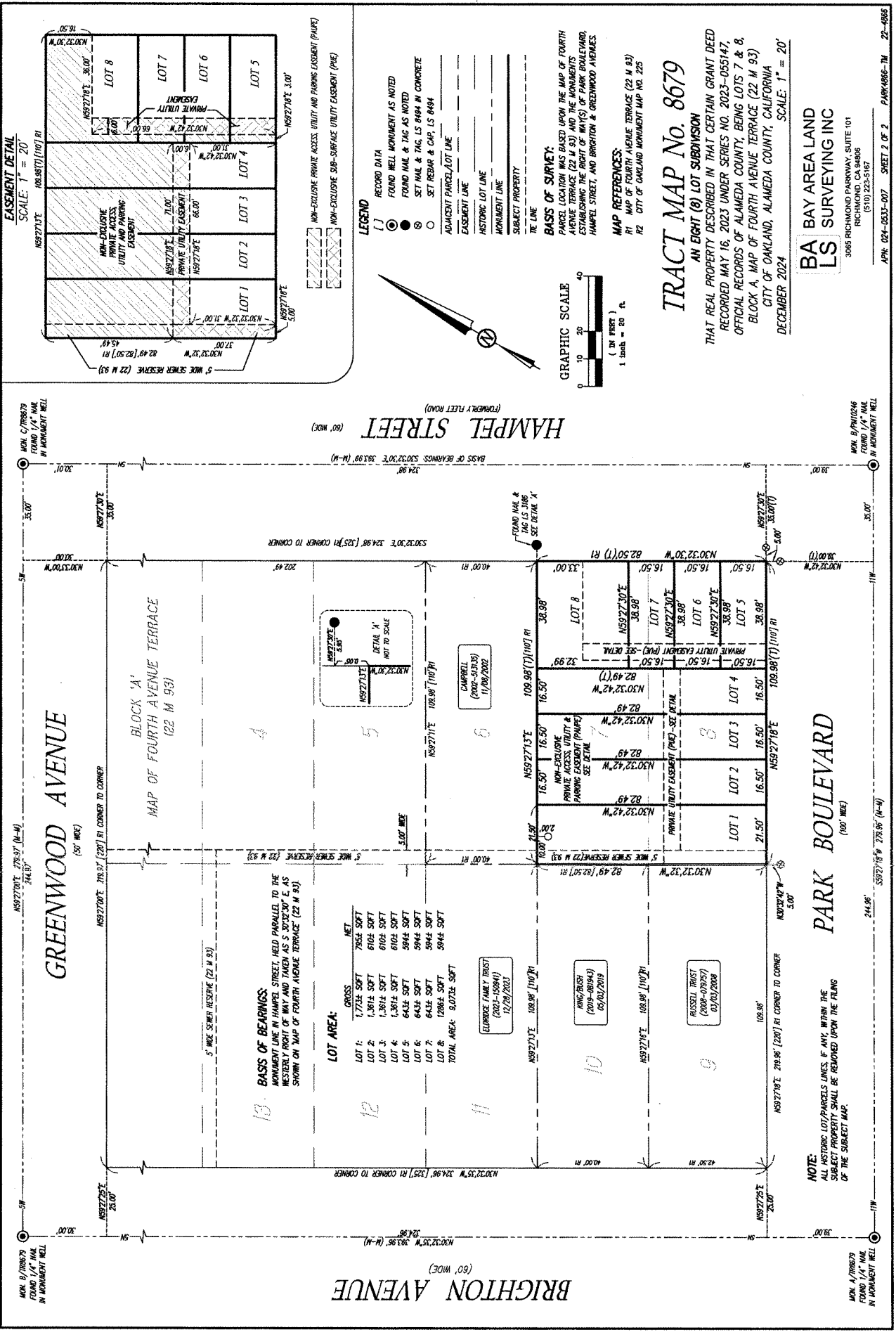
4035 PARK BOULEVARD, LLC

By: _____
Name: _____
Title: Authorized Signatory

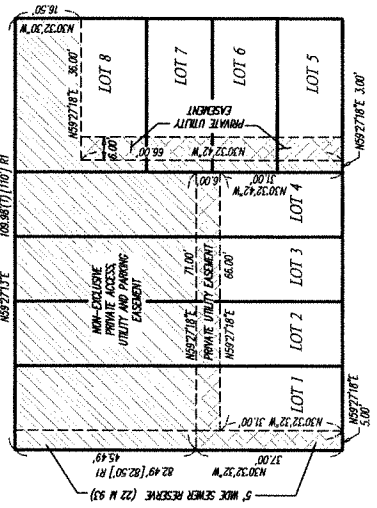
*Notarized acknowledgment required.

Exhibit A

Final Map No. 8679



EASEMENT DETAIL
SCALE: 1" = 20'



NON-EXCLUSIVE PRIVATE ACCESS, UTILITY AND PARKING EASEMENT (PAPE)
NON-EXCLUSIVE SUB-SURFACE UTILITY EASEMENT (PME)

LEGEND

- 1. RECORD DATA
- 2. FOUND WELL MONUMENT AS NOTED
- 3. FOUND MAIL & TAG AS NOTED
- 4. SET MAIL & TAG, L.S. 8494 IN CONCRETE
- 5. SET REBAR & CAP, L.S. 8494
- 6. ADJACENT PARCEL/LOT LINE
- 7. EASEMENT LINE
- 8. HISTORIC LOT LINE
- 9. MONUMENT LINE
- 10. SUBJECT PROPERTY
- 11. TRAIL

BASES OF SURVEY:

PARCEL LOCATION WAS BASED UPON THE MAP OF FOURTH AVENUE TERRACE (22 M 93) AND THE MONUMENTS ESTABLISHING THE RIGHT OF WAYS OF PARK BOULEVARD, HAMPEL STREET, AND BRIGHTON & GREENWOOD AVENUES.

MAP REFERENCES:
R1 MAP OF FOURTH AVENUE TERRACE (22 M 93)
R2 CITY OF OAKLAND MONUMENT MAP NO. 225

TRACT MAP No. 8679

AN EIGHT (8) LOT SUBDIVISION
THAT REAL PROPERTY DESCRIBED IN THAT CERTAIN GRANT DEED RECORDED MAY 16, 2023 UNDER 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
SCALE: 1" = 20'

BA BAY AREA LAND
LS SURVEYING INC
3065 RICHMOND PARKWAY, SUITE 101
RICHMOND, CA 94806
(910) 225-5187

BRIGHTON AVENUE

PARK BOULEVARD

NOTE:
ALL HISTORIC LOT/PARCEL LINES, IF ANY, WITHIN THE SUBJECT PROPERTY SHALL BE REMOVED UPON THE FILING OF THE SUBJECT MAP.

Exhibit B

Engineering Plans for PX2400011

PX PERMIT FOR PARK BLVD & HAMPEL ST

[illegible]

Boundary & Topographic Survey provided by Bay Area Land Surveying Inc dated January 2023.

Contour Interval: 1 Foot
Aerial Photo: None
Horizontal Datum: California Zone 3, US Foot
Vertical Datum: NAVD88, US Foot
FEMA Map Number: 06001C0096H

1	COVER SHEET	
2	GRADING PLAN	
3	EROSION CONTROL PLAN	
4	UTILITY PLAN	
5	DRAINAGE PLAN	
6	DETAILS	
7	DETAILS (CONT)	^

1. THESE ENGINEERING DRAWINGS ARE BASED ON CONDITIONS AT THE TIME OF DESIGN AND FROM INFORMATION PROVIDED BY THE OWNER. FUTURE MODIFICATIONS TO GRADING AND SITE DEVELOPMENT COULD CAUSE EROSION AND SLOPE FAILURE.

3. OBSERVATION OF THE CONSTRUCTION BY THE ENGINEER DOES NOT RELIEVE THE CONTRACTOR FROM RESPONSIBILITY TO COMPLETE CONSTRUCTION IN CONFORMANCE WITH THE PROJECT DOCUMENTS AND GENERALLY ACCEPTED STANDARDS OF PRACTICE. THE PURPOSE OF THE ENGINEER'S VISITS WILL BE TO BECOME GENERALLY FAMILIAR WITH THE PROGRESS AND QUALITY OF THE CONTRACTOR'S WORK AND DETERMINE IF THE WORK IS PROGRESSING IN GENERAL CONFORMANCE WITH OUR DESIGN INTENT.

5. RECORD DRAWINGS SHALL BE PROVIDED TO THE CITY UPON THE COMPLETION OF THE PROJECT.

1. THE EXISTING UTILITY INFORMATION SHOWN IS NOT MEANT TO BE A FULL CATALOG OF EXISTING CONDITIONS. PRIOR TO COMMENCEMENT OF CONSTRUCTION, CONTRACTOR SHALL REVIEW EXISTING RECORD DRAWINGS AND CONDUCT FIELD INVESTIGATIONS TO VERIFY THE LOCATION AND ELEVATIONS OF EXISTING UTILITIES, WHETHER SHOWN ON THESE PLANS OR NOT. CONTRACTOR SHALL NOTIFY THE CIVIL ENGINEER IMMEDIATELY UPON DISCOVERY OF DISCREPANCIES BETWEEN EXISTING CONDITIONS AND INFORMATION SHOWN ON THE CONSTRUCTION DRAWINGS.

ENGINEER SHALL NOTIFY THE CITY'S DEPARTMENT OF TRANSPORTATION TO SCHEDULE A PRE-CONSTRUCTION MEETING, AND ARRANGE FOR INSPECTIONS FOR ALL IMPROVEMENTS WITHIN THE 20' BUILT RIGHT-OF-WAY.

4. CONTRACTOR SHALL NOT DISTURB OR DISPLACE CITY MONUMENTS. NO CONSTRUCTION IS ALLOWED WITHIN 15 FEET WITHOUT COORDINATION WITH CITY SURVEYOR

EXISTING MONUMENTS AND/OR BENCH MARKS IN AND ADJACENT TO THE CONSTRUCTION SITE. CONTRACTOR'S ATTENTION IS DIRECTED TO SECTION 8711 OF THE BUSINESS AND PROFESSIONAL CODE REGARDING THE PRESERVATION OF MONUMENTS. NO DEMOLITION, SITE PREPARATION, OR CONSTRUCTION ACTIVITIES SHALL COMMENCE UNTIL THE CITY HAS PREPARED CORNER RECORDS AS REQUIRED BY THIS LAW. THE CONTRACTOR SHALL NOTIFY THE OFFICE OF THE CITY ENGINEER OF ANY SETBACKS OR MEASUREMENTS FOR MONUMENTS PRIOR TO ANY STARTING OR CONSTRUCTION WORK AT THE SITE. THE CITY SURVEYOR SHALL NOTIFY THE ENGINEER WHEN THE WORK HAS BEEN PERFORMED.

SHALL BE RESPONSIBLE FOR ALL COSTS FOR MONUMENTS WHICH ARE DESTROYED OR DISPLACED WITHOUT THE APPROVAL OF THE CITY SURVEYOR. CONTRACTOR IS ADVISED THAT THE REPLACEMENT MONUMENT MIGHT NOT BE LOCATED IN ITS ORIGINAL POSITION. THE NEW POSITION OF THE REPLACEMENT MONUMENTS SHALL BE APPROVED IN ADVANCE BY THE CITY SURVEYOR.

OF SECTION 8771 OF THE BUSINESS AND PROFESSIONAL CODE
REGARDING THE RETENTION OF FUNDS IN ISSUES WHERE MONUMENTS
HAVE BEEN LOST OR DESTROYED WITHOUT AUTHORIZATION.

SANITARY SEWERS, STORM DRAINS, ETC., SHALL BE DONE BY A CIVIL ENGINEER OR LAND SURVEYOR REGISTERED IN THE STATE OF CALIFORNIA.

1. THE EXISTING UTILITY INFORMATION SHOWN IS NOT MEANT TO BE A FULL CATALOG OF EXISTING CONDITIONS. PRIOR TO COMMENCEMENT OF CONSTRUCTION, CONTRACTOR SHALL REVIEW EXISTING RECORD DRAWINGS AND CONDUCT FIELD INVESTIGATIONS TO VERIFY THE LOCATION AND ELEVATIONS OF EXISTING UTILITIES, WHETHER SHOWN ON THESE PLANS OR NOT. CONTRACTOR SHALL NOTIFY THE CIVIL ENGINEER IMMEDIATELY UPON DISCOVERY OF DISCREPANCIES BETWEEN EXISTING CONDITIONS AND INFORMATION SHOWN ON THE CONSTRUCTION DRAWINGS.

ENGINEER SHALL NOTIFY THE CITY'S DEPARTMENT OF TRANSPORTATION TO SCHEDULE A PRE-CONSTRUCTION MEETING, AND ARRANGE FOR INSPECTIONS FOR ALL IMPROVEMENTS WITHIN THE 20' BUILT RIGHT-OF-WAY.

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SHALL BE RESPONSIBLE FOR ALL COSTS FOR MONUMENTS WHICH ARE DESTROYED OR DISPLACED WITHOUT THE APPROVAL OF THE CITY SURVEYOR. CONTRACTOR IS ADVISED THAT THE REPLACEMENT MONUMENT MIGHT NOT BE LOCATED IN ITS ORIGINAL POSITION. THE NEW POSITION OF THE REPLACEMENT MONUMENTS SHALL BE APPROVED IN ADVANCE BY THE CITY SURVEYOR.

OF SECTION 8771 OF THE BUSINESS AND PROFESSIONAL CODE
REGARDING THE RETENTION OF FUNDS IN ISSUES WHERE MONUMENTS
HAVE BEEN LOST OR DESTROYED WITHOUT AUTHORIZATION.

SANITARY SEWERS, STORM DRAINS, ETC., SHALL BE DONE BY A CIVIL ENGINEER OR LAND SURVEYOR REGISTERED IN THE STATE OF CALIFORNIA.

1. STOCKPILES: ALL STOCKPILES ASSOCIATED WITH THE PROJECT SHALL BE COVERED WITH PLASTIC SHEETING PRIOR TO ANY PRECIPITATION EVENT TO PREVENT RUNOFF OF SEDIMENT. SHEETING SHALL BE FIRMLY HELD IN PLACE WITH SANDBAGS OR OTHER WEIGHTS PLACED NO MORE THAN 10FT APART. SEAMS SHALL BE TAPED OR WEIGHTED DOWN THEIR ENTIRE LENGTH AND THERE SHALL BE AT LEAST A 12 INCH OVERLAP.
2. DUST CONTROL: BEST MANAGEMENT PRACTICES SHALL BE USED

FUGITIVE DUST NUISANCE AND THE DISCHARGE OF SMOKE OR ANY OTHER AIR CONTAMINANTS INTO THE ATMOSPHERE IN SUCH QUANTITY AS WILL VIOLATE ANY REGIONAL AIR POLLUTION CONTROL RULES, REGULATIONS, ORDINANCES, OR STATUTES. WATER SHARER

3. INTERIM EROSION AND SEDIMENT CONTROL: THIS PLAN INCLUDES INTERIM EROSION AND SEDIMENTATION CONTROL MEASURES TO BE TAKEN DURING WET SEASONS UNTIL PERMANENT EROSION AND SEDIMENTATION CONTROL MEASURES ARE IMPLEMENTED AND NECESSARY.

THIS PLAN INCLUDES THE MINIMUM NECESSARY MEASURES TO BE TAKEN TO PREVENT EXCESSIVE STORM WATER RUNOFF OR CARRYING BY STORM WATER RUNOFF OF SOLID MATERIALS ON TO LANDS OF ADJACENT PROPERTY OWNERS, PUBLIC STREETS, OR TO WATERCOURSES AS A RESULT OF CONDITIONS CREATED BY GRADING OPERATIONS. ADDITIONAL MEASURES MAY BE REQUIRED IF THE DESIGNER OR THE LOCAL AGENCY DETERMINES THAT THE DRAINAGE OF THE PROJECT OR THE DRAINAGE OF THE ADJACENT AREAS MAY BE AFFECTED BY THE TAKE PLACE DURING THE RAINY SEASON WITHOUT THE IMPLEMENTATION OF ADDITIONAL BMPs TO PREVENT EROSION AND RUNOFF.

AND SEDIMENT CONTROL SHALL BE PROVIDED BY LANDSCAPING OF DISTURBED AREAS OF THE PROJECT SITE. LANDSCAPING SHALL CONSIST OF SOME OR ALL THE FOLLOWING: SPREADING OF MULCH, SEEDING, AND PLANTING OF CONTAINER PLANTS. ANTICIPATED TIME UNTIL ESTABLISHMENT FOR THESE 3 LANDSCAPING METHODS IS AS FOLLOWS: IMMEDIATE, 3 MONTH, 1 MONTH (RESPECTIVELY). ASSIGNING APPROPRIATE IRRIGATION IS PROVIDED. DOWNSPOUTS

5. THIS PROJECT WILL DISPERSE ALL RUNOFF FROM ROOFS AND HARDSCAPE AREAS TO APPROPRIATE LOCATIONS AND AS SHOWN ON

6. STORMWATER DISCHARGE ADJACENT TO FOUNDATIONS AND OTHER STRUCTURES IS NOT PERMITTED.

WASH WATER ONTO THE UNDERLYING SOIL OR ONTO THE SURROUNDING AREAS.

REVISIONS		DATE	APPROVED
1.	ADDITIONAL PHASES COMMENTS RECEIVED 10/15/14	10/15/14	
2.	ADDITIONAL PHASES COMMENTS RECEIVED 10/15/14	10/15/14	
3.	ADDITIONAL PHASES COMMENTS RECEIVED 10/15/14	10/15/14	
4.	ADDITIONAL PHASES COMMENTS RECEIVED 10/15/14	10/15/14	
5.	ADDITIONAL PHASES COMMENTS RECEIVED 10/15/14	10/15/14	

STATE OF CALIFORNIA
Professional Engineer
No. 123456789
Exp. 12/31/2015

PROJECT NO. 123456789
PX PERMIT PLAN
4035 PARK BOULEVARD
OAKLAND, CA

DATE: 12/10/2014
 SHEETS: 10F 7
 COVER SHEET

DATE: 12/10/2014
 SHEETS: 10F 7
 COVER SHEET

PROJECT NO. 123456789
PX PERMIT PLAN
4035 PARK BOULEVARD
OAKLAND, CA



LEGEND

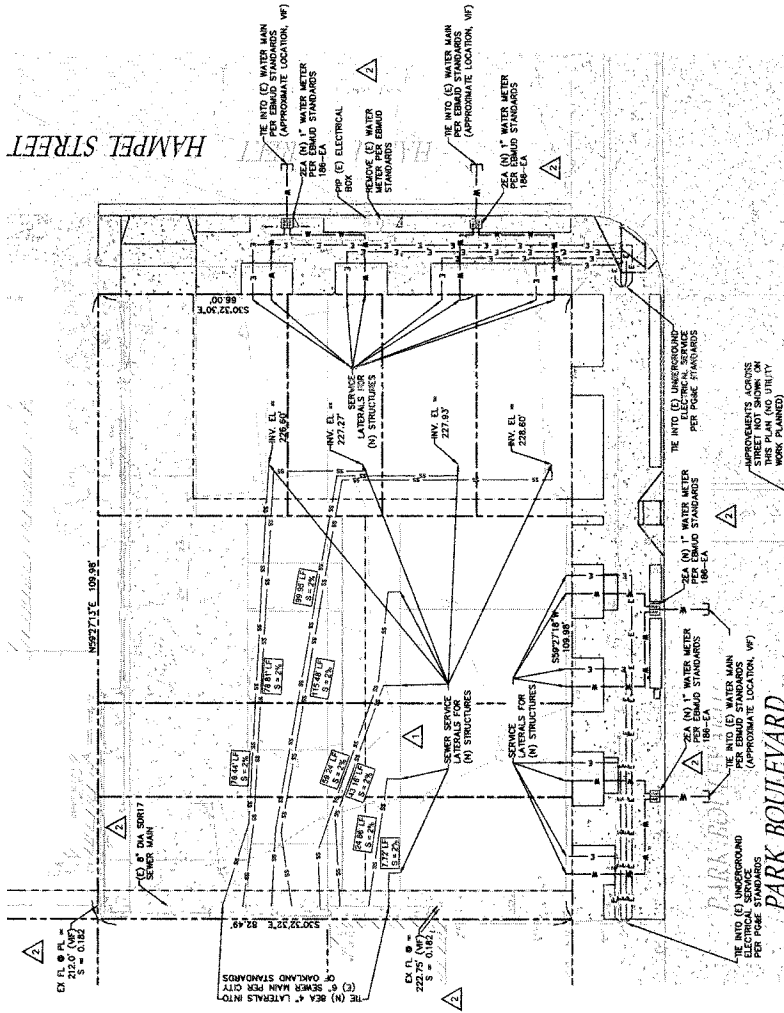
PROPERTY LINE	PROPOSED UNDERGROUND POTABLE WATER LINE (BMD)
PROPOSED UNDERGROUND ELECTRICAL CONNECTION (P&E)	PROPOSED UNDERGROUND STORMDRAIN (CITY OF OAKLAND)
SANITARY SEWER, 4" SDR35 PIPE PER EBMUD STANDARDS, SEE CLEANOUT DETAIL ON SHEET 7	

MINIMUM UTILITY SEPARATION REQUIREMENTS					
UTILITY	POTABLE WATER	STORM WATER	SANITARY SEWER	GAS	ELECTRIC
UNDERGROUND	12"	12"	12"	0"	12"
STORM WATER	12"	-	12"	0"	24"
WATER	12"	12"	-	0"	24"
SEWER	0"	0"	-	0"	12"
GAS	0"	0"	0"	-	24"
ELECTRIC	12"	12"	12"	24"	-
COMBI	12"	12"	12"	12"	12"

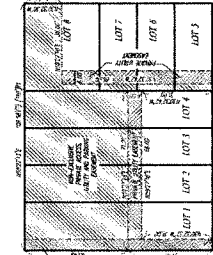
* WHEN POTABLE WATER SHARES A JOINT TRENCH OR CROSSES SEWER AND/OR STORMWATER, POTABLE WATER SHALL ALWAYS BE ABOVE.

GENERAL UTILITY NOTES:

1. THE CONTRACTOR SHALL OBTAIN ALL NECESSARY ENCROACHMENT PERMITS FOR WORK IN THE PUBLIC RIGHT-OF-WAY.
2. UTILITY LOCATIONS ARE APPROXIMATE AND SHALL BE FINALIZED BY THE CONTRACTOR IN THE FIELD.
3. ALL UTILITIES SHALL BE INSTALLED IN ACCORDANCE WITH ALL STATE, REGIONAL, AND LOCAL CODES AND REQUIREMENTS.
4. ALL UTILITIES SHALL BE BORED WITH DETECTABLE UNDERGROUND MARKING TAPE MEETING APMA STANDARDS. TAPE SHALL BE BURIED 12" ABOVE TOP OF UTILITY.
5. ALL UTILITIES SHALL BE INSTALLED IN ACCORDANCE WITH ALL STATE, REGIONAL, AND LOCAL CODES AND REQUIREMENTS.
6. ALL UTILITIES SHALL BE INSTALLED IN ACCORDANCE WITH ALL STATE, REGIONAL, AND LOCAL CODES AND REQUIREMENTS.
7. ALL UTILITIES SHALL BE INSTALLED IN ACCORDANCE WITH ALL STATE, REGIONAL, AND LOCAL CODES AND REQUIREMENTS.
8. UTILITIES SHALL MAINTAIN 36" MIN. CLEARANCE FROM ALL CONCRETE FOOTINGS, SLABS, AND BUILDING FOUNDATIONS.
9. UTILITIES SHALL MAINTAIN 36" MIN. CLEARANCE FROM ALL CONCRETE FOOTINGS, SLABS, AND BUILDING FOUNDATIONS.
10. INSTALLATION OF WATER METERS, WATER SERVICE LATERAL, AND TIE-IN SHALL BE INSTALLED UNDER SEPARATE PERMIT.



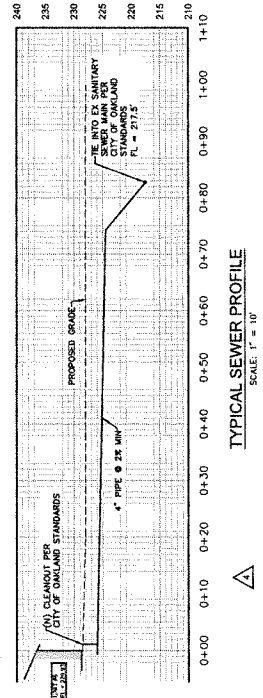
UTILITY PLAN
SCALE: 1" = 10'



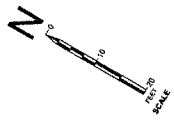
NOTE: SEE TRACT MAP 8389 BY JAMES L. AND SHARON L. DATED 04/01/2004 FOR MORE EASEMENT INFORMATION

UTILITY EASEMENTS

NOT TO SCALE



TYPICAL SEWER PROFILE
SCALE: 1" = 10'



Conveyance File String Calculations (Assume Half-Full Pipe)	
Pipe Diameter:	4 in.
Flow Depth:	0.0317 ft
Flow Velocity:	3.59 ft/s
Minimum velocity and 1/2 full pipe > 2 ft/s	

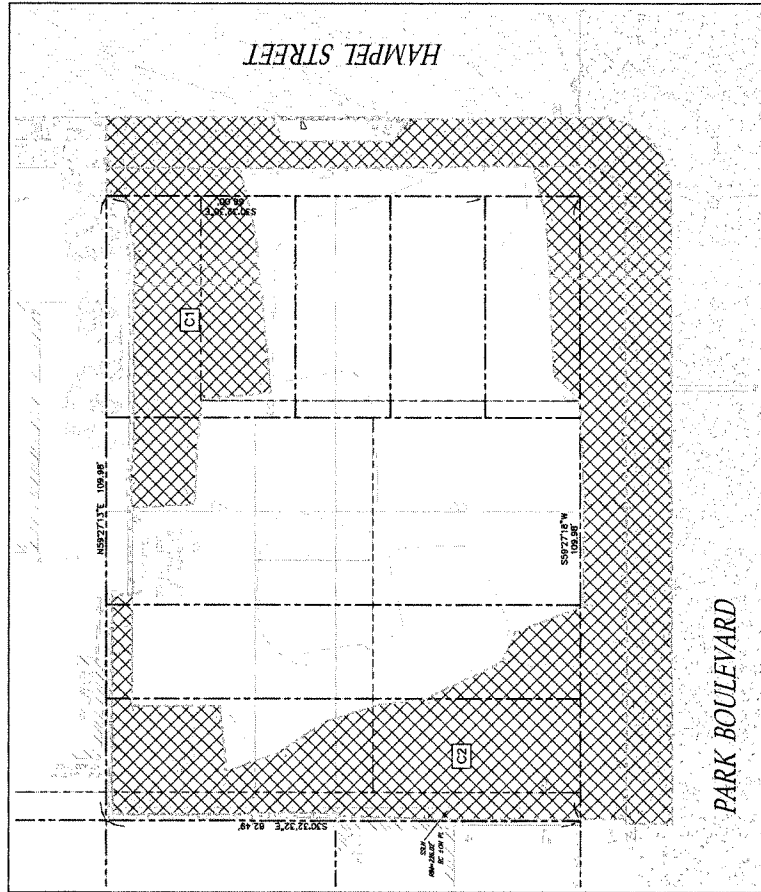
SEWER SIZING CALCULATIONS FOR 4" PIPE



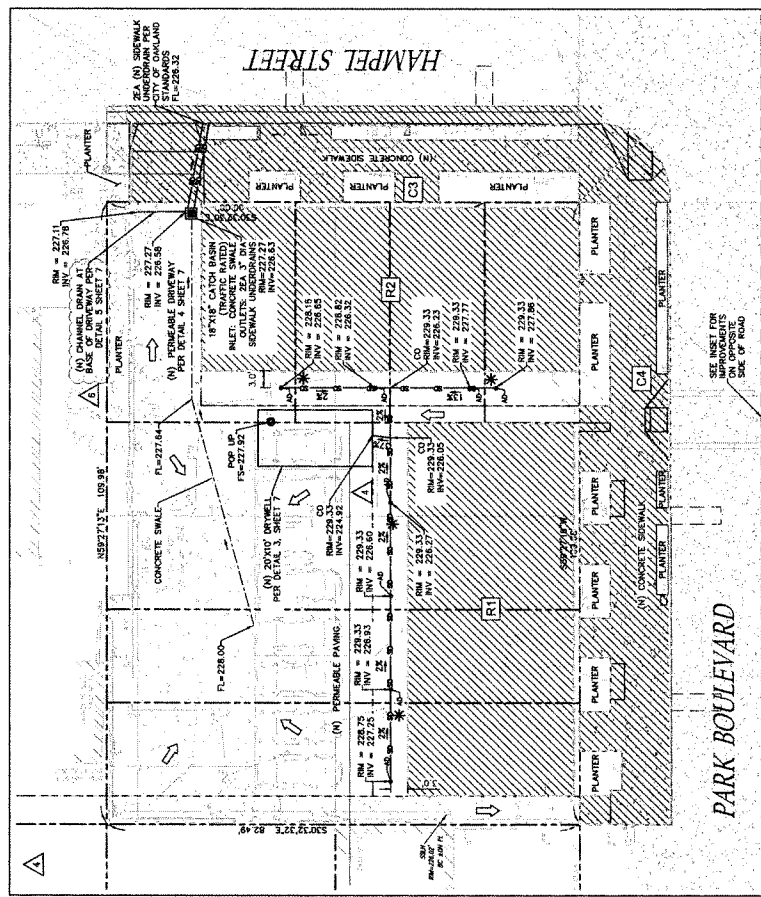
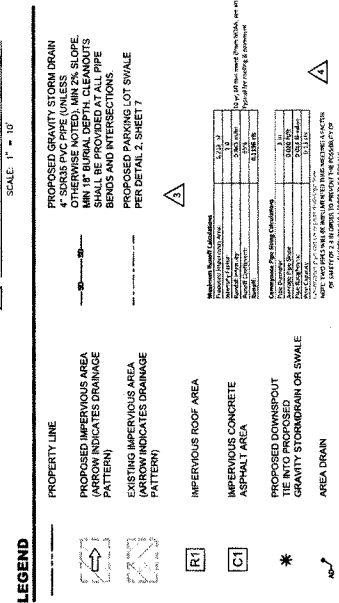
PX2400011 - OFFSITE IMPROVEMENT PLAN

REV. NO.	DESCRIPTION	DATE
1	ISSUED FOR PERMIT	12/20/2024
2	REVISIONS	
3		
4		
5		
6		
7		
8		
9		
10		

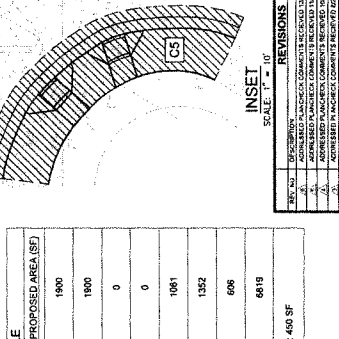
PX PERMIT PLAN
4039 PARK BOULEVARD
OAKLAND, CA
UTILITY PLAN



EXISTING IMPERVIOUS AREAS
SCALE: 1" = 10'



PROPOSED IMPERVIOUS AREAS
SCALE: 1" = 10'



GENERAL DRAINAGE NOTES:

- EXISTING STORM DRAIN SYSTEM SHALL NOT CONNECT TO FRENCH DRAIN SYSTEM.
- ALL NEW DRAINAGE SYSTEMS SHALL BE INSTALLED IN ACCORDANCE WITH THE LATEST EDITIONS OF THE CALIFORNIA STANDARD SPECIFICATIONS FOR HIGHWAY CONSTRUCTION, SECTION 705, AND THE LATEST EDITIONS OF THE CALIFORNIA STANDARD SPECIFICATIONS FOR HIGHWAY MATERIALS, SECTION 705.



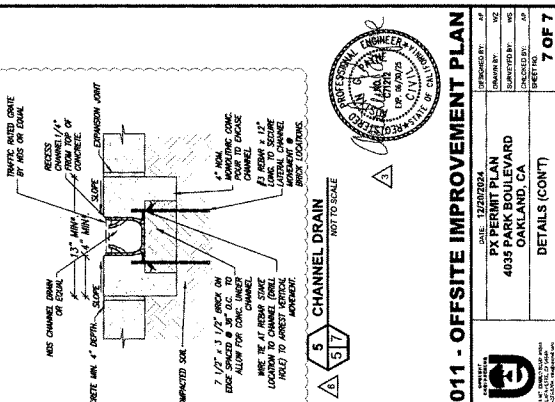
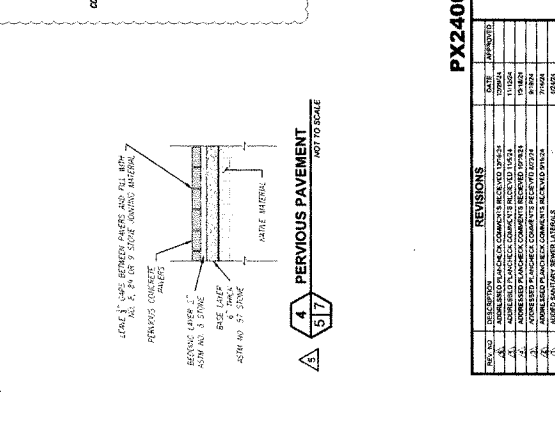
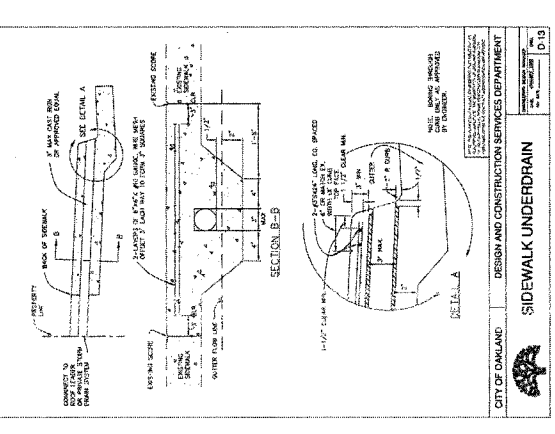
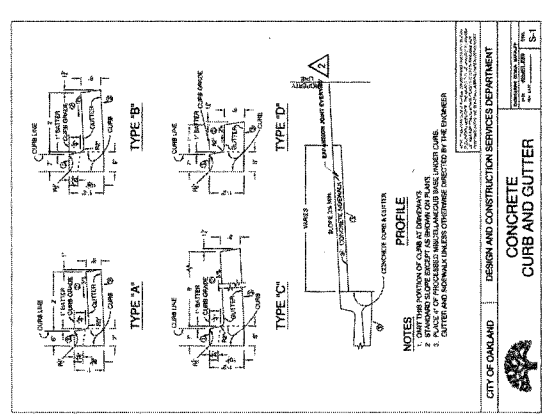
REVISIONS	
NO.	DESCRIPTION
1	ISSUED FOR PERMIT
2	ISSUED FOR PERMIT
3	ISSUED FOR PERMIT
4	ISSUED FOR PERMIT
5	ISSUED FOR PERMIT

PROJECT NO.	PX2400011 - OFFSITE IMPROVEMENT PLAN
DATE	12/26/2024
DESIGNED BY	AP
DRAWN BY	AP
CHECKED BY	AP
INCHES	1" = 10'
FEET	1" = 10'

PROJECT LOCATION:
4035 PARK BOULEVARD
OAKLAND, CA

PROJECT TITLE:
DRAINAGE PLAN

SHEET NO.:
5 OF 7



CITY OF OAKLAND		DESIGN AND CONSTRUCTION SERVICES DEPARTMENT		 CONCRETE CURB AND GUTTER		PROJECT NO. 1508-0004 PROJECT NAME PROJECT LOCATION PROJECT DATE PROJECT SHEET NO.	
CITY OF OAKLAND		DESIGN AND CONSTRUCTION SERVICES DEPARTMENT		 SIDEWALK UNDERDRAIN		PROJECT NO. 1508-0004 PROJECT NAME PROJECT LOCATION PROJECT DATE PROJECT SHEET NO.	
CITY OF OAKLAND		DESIGN AND CONSTRUCTION SERVICES DEPARTMENT		 CONCRETE CURB AND GUTTER		PROJECT NO. 1508-0004 PROJECT NAME PROJECT LOCATION PROJECT DATE PROJECT SHEET NO.	

OWNER'S STATEMENT:

THE UNDERSIGNED HEREBY STATES THAT IT IS THE OWNER OF THE LAND DELINEATED AND EMBOSSED WITHIN THE EXTERIOR BOUNDARY LINES ON THE HEREIN EMBOSSED TRACT MAP ENTITLED "TRACT MAP NO. 8679, CITY OF OAKLAND, COUNTY OF ALAMEDA, STATE OF CALIFORNIA"; THAT SAID OWNER ACQUIRED TITLE TO SAID LAND BY VIRTUE OF THE GRANT DEED RECORDED MAY 16, 2023 UNDER SERIES NO. 2023-055147 IN THE OFFICIAL RECORDS OF ALAMEDA COUNTY, STATE OF CALIFORNIA; THAT IT CONSENTS TO THE PREPARATION AND FILING OF THIS TRACT MAP.

THE UNDERSIGNED FURTHER STATES THAT THE AREAS DESIGNATED:

NON-EXCLUSIVE PRIVATE ACCESS, UTILITY AND PARKING EASEMENT (PAUPES) SHOWN HEREON IS HEREBY RESERVED AND SHALL BE OBTAINED IN A SEPARATE INSTRUMENT ENTITLED "DECLARATION RE: EASEMENTS, MAINTENANCE AND DISPUTE PROCEDURES"; SAID INSTRUMENT SHALL BE RECORDED CONCURRENTLY WITH THIS TRACT MAP.

NON-EXCLUSIVE PRIVATE UTILITY EASEMENT (PUE) SHOWN HEREON IS HEREBY RESERVED AND SHALL BE OBTAINED IN A SEPARATE INSTRUMENT ENTITLED "DECLARATION RE: EASEMENTS, MAINTENANCE AND DISPUTE PROCEDURES"; SAID INSTRUMENT SHALL BE RECORDED CONCURRENTLY WITH THIS TRACT MAP.

4035 PARK BOULEVARD LLC, A CALIFORNIA LIMITED LIABILITY COMPANY

DATE:

WILLIAM R. HOLLARD III
MANAGING MEMBER

OWNER'S ACKNOWLEDGMENT:

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

SIGNATURE OF _____
COUNTY OF _____

BEFORE ME, _____

(INSERT NAME AND TITLE OF THE OFFICER)

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 THE PERSON, OR THE ENTITY UPON BEHALF OF WHICH THE PERSON ACTED, EXECUTED THE INSTRUMENT.

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

WITNESS MY HAND:

SIGNATURE OF NOTARY:

PRINTED NAME OF NOTARY:

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

MY COMMISSION EXPIRES: _____

MY COMMISSION NUMBER: _____

COUNTY OF PRINCIPAL PLACE OF BUSINESS: _____

CITY SURVEYOR'S STATEMENT:

I, RAYMOND R. HERBERT, CITY SURVEYOR, HAVING BEEN AUTHORIZED TO PERFORM THE FUNCTIONS OF THE CITY SURVEYOR OF THE CITY OF OAKLAND, DO HEREBY CERTIFY THAT I HAVE EXAMINED THE HEREIN EMBOSSED TRACT MAP ENTITLED "TRACT MAP NO. 8679, CITY OF OAKLAND, COUNTY OF ALAMEDA, STATE OF CALIFORNIA"; AND I AM SATISFIED THIS MAP IS TECHNICALLY CORRECT.

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



RAYMOND R. HERBERT, P.L.S. NO. 5870
CITY SURVEYOR
CITY OF OAKLAND, ALAMEDA COUNTY
STATE OF CALIFORNIA

CITY ENGINEER'S STATEMENT:

I, AMT K. SALMAN, ACTING CITY ENGINEER, HAVING BEEN AUTHORIZED TO PERFORM THE FUNCTIONS OF THE CITY ENGINEER OF THE CITY OF OAKLAND, DO HEREBY CERTIFY THAT I HAVE EXAMINED THE HEREIN EMBOSSED TRACT MAP ENTITLED "TRACT MAP NO. 8679, CITY OF OAKLAND, COUNTY OF ALAMEDA, STATE OF CALIFORNIA"; THAT THE SUBDIVISION AS SHOWN IS SUBSTANTIALLY THE SAME AS IT APPEARED ON THE TENTATIVE MAP, IF REQUIRED, AND ANY APPROVED ALTERATIONS THEREOF; THAT ALL THE PROVISIONS OF THE SUBDIVISION MAP ACT AND OF ANY LOCAL ORDINANCE APPLICABLE AT THE TIME OF APPROVAL OF THE TENTATIVE MAP, IF REQUIRED, HAVE BEEN COMPLIED WITH.

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



AMT K. SALMAN, R.C.E. NO. 82937
ACTING CITY ENGINEER
CITY OF OAKLAND, ALAMEDA COUNTY
STATE OF CALIFORNIA

CITY PLANNING COMMISSION'S STATEMENT

THIS MAP IS BASED ON A TENTATIVE TRACT MAP APPROVED BY THE CITY PLANNING COMMISSION OF THE CITY OF OAKLAND AT THEIR MEETING ON MARCH 6, 2024, AND WHEN RECORDED THIS MAP BECOMES THE OFFICIAL MAP OF THE LAND DIVISION.

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

CATHERINE PAYNE
SECRETARY OF THE CITY PLANNING COMMISSION
CITY OF OAKLAND, ALAMEDA COUNTY
STATE OF CALIFORNIA

CITY CLERK'S STATEMENT

I, ASHA REED, CITY CLERK AND CLERK OF THE CITY COUNCIL OF THE CITY OF OAKLAND, COUNTY OF ALAMEDA, STATE OF CALIFORNIA, DO HEREBY CERTIFY THAT THE HEREIN EMBOSSED MAP ENTITLED "TRACT MAP NO. 8679, CITY OF OAKLAND, COUNTY OF ALAMEDA, CALIFORNIA"; WAS PRESENTED TO SAID COUNCIL AND APPROVED BY RESOLUTION NUMBER _____ APPROVE SAID MAP.

I 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 OAKLAND AND ARE FILED IN MY OFFICE.

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

ASHA REED
AND CLERK OF THE COUNCIL OF THE CITY OF OAKLAND,
COUNTY OF ALAMEDA, STATE OF CALIFORNIA

SEISMIC HAZARD NOTE:

THE SUBJECT REAL PROPERTY LIES WITHIN THE FOLLOWING HAZARDOUS AREA, A SEISMIC HAZARD ZONE-LOOSEFACTION ZONE PURSUANT TO SECTION 8096 OF THE PUBLIC RESOURCES CODE. THESE HAZARDS MAY LIMIT YOUR ABILITY TO DEVELOP THE REAL PROPERTY, OBTAIN INSURANCE, OR TO RECEIVE FINANCIAL ASSISTANCE FROM FEDERAL, STATE, OR LOCAL AGENCIES. THESE HAZARDS WHERE NEEDED, THEY ARE NOT DESTROYING INDICATORS OF WHETHER OR NOT A PROPERTY WILL BE AFFECTED BY A NATURAL DISASTER. TRANSFERREES(S) MAY WISH TO OBTAIN PROFESSIONAL ADVICE REGARDING THOSE HAZARDS AND OTHER HAZARDS THAT MAY AFFECT THE PROPERTY.

SURVEYOR'S STATEMENT:

THIS MAP WAS PREPARED BY ME OR UNDER MY DIRECTION AND IS BASED UPON A FIELD SURVEY IN CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCE AT THE REQUEST OF MAKE FILER ON 02/12/2024. I HEREBY STATE THAT THIS TRACT MAP SUBSTANTIALLY CONFORMS TO THE APPROVED OR CONDITIONALLY APPROVED TENTATIVE MAP, IF ANY, AND THAT THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND OF ANY LOCAL ORDINANCE INDICATED AND THE MANUMENTS ARE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED.



KEITH S. BUSH, L.S. 8494
DATE:

CLERK OF THE BOARD OF SUPERVISORS STATEMENT:

I, ANIKA CAMPBELL-BELTON, CLERK OF THE BOARD OF SUPERVISORS OF THE COUNTY OF ALAMEDA, STATE OF CALIFORNIA, DO HEREBY STATE THAT CERTIFICATES HAVE BEEN FILED AND DEPOSITS HAVE BEEN MADE IN CONFORMANCE WITH THE REQUIREMENTS OF SECTION 86462 AND 86493 OF THE GOVERNMENT CODE OF THE STATE OF CALIFORNIA.

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

BY: _____
DEPUTY CLERK

RECORDER'S STATEMENT:

FILED THIS _____ DAY OF _____, 20____, AT _____
IN BOOK _____ OF TRACT MAPS, AT PAGES _____
AT THE REQUEST OF OLD REPUBLIC TITLE COMPANY.

FEE: _____
SERIES: _____

MELISSA MILK
COUNTY RECORDER

BY: _____
DEPUTY COUNTY RECORDER

ADDITIONAL DOCUMENT RECORDED CONCURRENTLY WITH THIS MAP:
DECLARATION RE: EASEMENTS, MAINTENANCE AND DISPUTE PROCEDURES RECORDED _____, 20____
AS SERIES NO. _____

TRACT MAP No. 8679

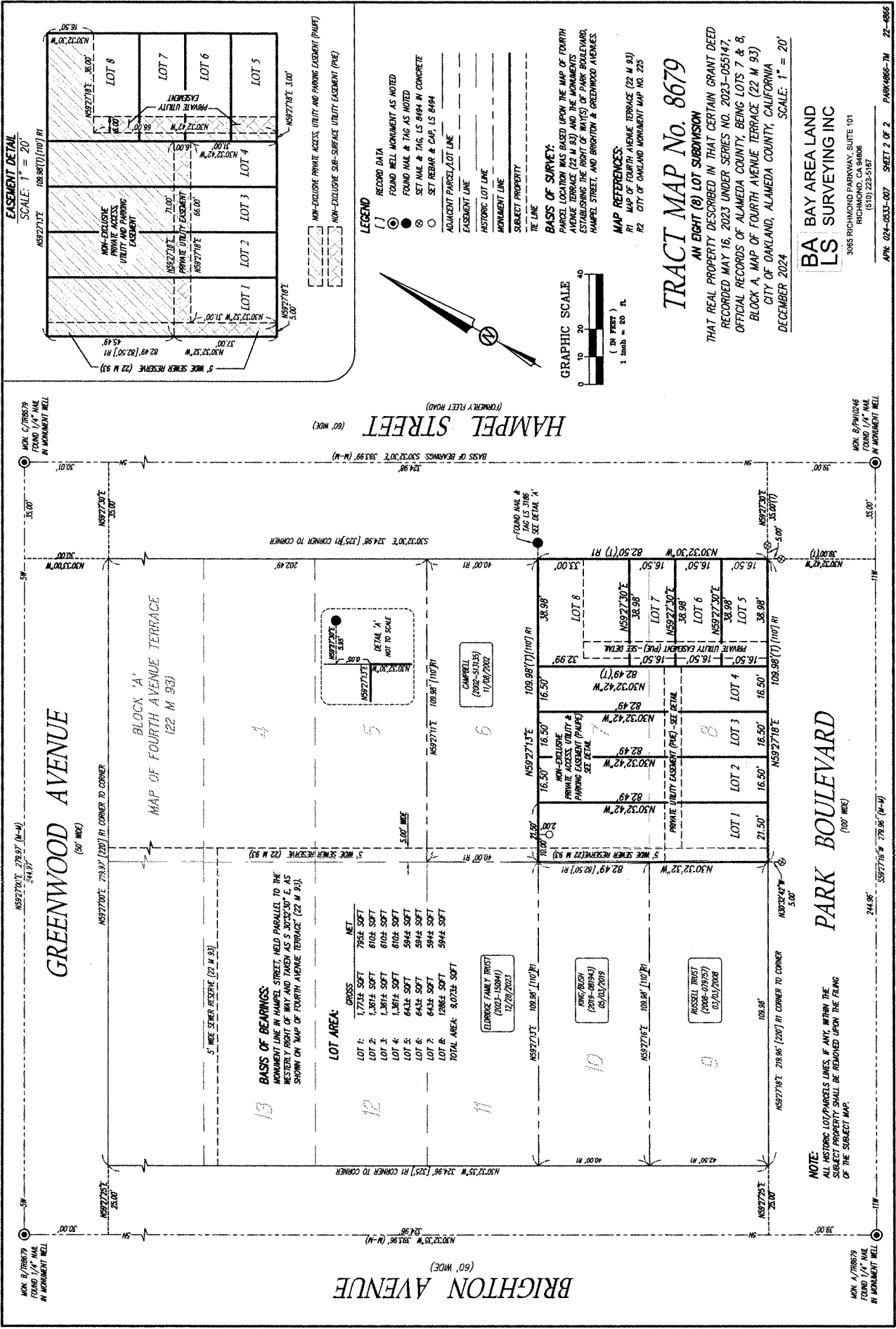
AN EIGHT (8) LOT SUBDIVISION

THAT REAL PROPERTY DESCRIBED IN THAT CERTAIN GRANT DEED RECORDED MAY 16, 2023 UNDER 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

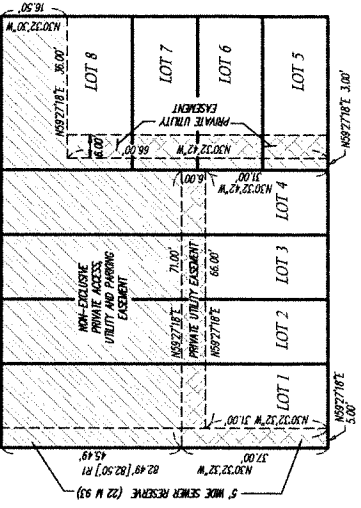
3065 RICHMOND PARKWAY SUITE 101
RICHMOND, CA 94806
(510) 223-5167

APR. 024-033-007 SHEET 1 OF 2 PAR4686-TM 22-4686



EASEMENT DETAIL

SCALE: 1" = 20'



MIN-EXCLUSIVE PRIVATE ACCESS, UTILITY AND PARKING EASEMENT (PAPE)
NON-EXCLUSIVE SUB-SURFACE UTILITY EASEMENT (PME)

LEGEND

- RECORD DATA
- FOUND WELL MONUMENT AS NOTED
- FOUND NAIL & TAG AS NOTED
- SET NAIL & TAG L.S. 8494 IN CONCRETE
- SET REBAR & CAP L.S. 8494
- ADJACENT PARCEL/LOT LINE
- EASEMENT LINE
- HISTORIC LOT LINE
- MONUMENT LINE
- SUBJECT PROPERTY
- THE LINE

BASES OF SURVEY:

PARCEL LOCATION WAS BASED UPON THE MAP OF FOURTH AVENUE TERRACE (22 M 93) AND THE MONUMENTS ESTABLISHING THE RIGHT OF WAYS OF PARK BOULEVARD, HAMPEL STREET, AND BRIGHTON & GREENWOOD AVENUES.

MAP REFERENCES:

- R1 MAP OF FOURTH AVENUE TERRACE (22 M 93)
- R2 CITY OF OAKLAND MONUMENT MAP NO. 225

TRACT MAP No. 8679

AN EIGHT (8) LOT SUBDIVISION

THAT REAL PROPERTY DESCRIBED IN THAT CERTAIN GRANT DEED RECORDED MAY 16, 2023 UNDER 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

SCALE: 1" = 20'

**BA BAY AREA LAND
LS SURVEYING INC**

3085 RICHMOND PARKWAY, SUITE 101
RICHMOND, CA 94806
(910) 223-5187