



CITY OF OAKLAND

FILED  
OFFICE OF THE CITY CLERK  
OAKLAND

# 2015 AGENDA REPORT

**TO:** Sabrina B. Landreth  
City Administrator

**FROM:** Brooke A. Levin  
Director, Public Works

**SUBJECT:** Tract No. 8185 Subdivision Map,  
4901 Broadway

**DATE:** September 4, 2015

City Administrator Approval

Date:

9/24/15

## RECOMMENDATION

Staff recommends that the City Council adopt the following:

**Resolution Conditionally Approving A Final Map For Tract No. 8185 Located At 4901 Broadway For A Five Lot Subdivision For SRM Development LLC; and**

**Resolution Authorizing The City Administrator Or Designee To Enter Into A Subdivision Improvement Agreement With SRM Development LLC For Deferred Construction Of Public Infrastructure Improvements As A Condition To Final Map Approval For Tract No. 8185 Located At 4901 Broadway**

## EXECUTIVE SUMMARY

Adopting the two resolutions will authorize the City Engineer and City Clerk to execute the Final Subdivision Map for recording with the Alameda County Clerk-Recorder and authorize the City Administrator or designee to execute the Subdivision Improvement Agreement ("SIA") with SRM Development LLC for deferred construction of public infrastructure improvements.

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

## BACKGROUND/ LEGISLATIVE HISTORY

SRM Development LLC ("Subdivider") is the owner in fee title and subdivider of nine (9) parcels comprising approved Tentative Tract Map No. 8185. On March 18, 2015, the Planning Commission approved the tentative subdivision map and land use entitlements (PLN14248), subject to various conditions of approval, and confirmed staff's environmental determination that the proposal was exempt from the California Environmental Quality Act (CEQA) review under CEQA Guidelines sections 15183, 15301 and 15332.

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The Subdivider has presented a Final Map to the City that proposes subdivision of nine (9) existing parcels located at 4901 Broadway into five (5) parcels for construction of four (4) townhouses and a five-story building consisting of 126 residential units with ground-floor commercial space. The City Engineer has determined that the Final Subdivision Map is in substantial compliance with the approved tentative subdivision map.

As set forth in California Government Code section 66474.1 (Subdivision Map Act), approval of a Final Subdivision Map is an administrative, ministerial, and mandatory action by the City Council once the City Engineer has determined that the Final Subdivision Map conforms substantially with the previously approved Tentative Subdivision Map and is technically correct (correct map size and medium, correct metes and bounds, required signatures, required statements, required licensures, etc.).

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

Government Code section 66462 authorizes the City to enter into a Subdivision Improvement Agreement (SIA) with the Subdivider as a condition precedent to the approval of the final map if, at the time of approval of the final map, any required public improvements have not been completed and accepted. Approval of the SIA will enable the City to enter into a binding legal agreement with the Subdivider to ensure that the Subdivider complies with City-imposed conditions of approval and other legal requirements.

## **ANALYSIS AND POLICY ALTERNATIVES**

Adoption of this resolution will allow the City Administrator or designee to enter into a Subdivision Improvement Agreement with SRM Development LLC for deferred construction of public infrastructure improvements as a condition to Final Map Approval for Tract No. 8185 located at 4901 Broadway. The Subdivision Improvement Agreement will guarantee construction of public infrastructure improvements, including curb, gutter, sidewalk, directional curb ramps in compliance with the Americans with Disabilities Act, signage, striping, and privately owned trees along the sidewalk, and other required improvements prior to building permit issuance. A permit application is on file pending the approval of the plans for improvements located in the right of way (permit PX1500014).

The SIA includes the following terms:

- Requires the completion of infrastructure construction within one (1) year;
- Requires that adequate security (150% of construction cost) be posted prior to execution of the SIA as security to assure completion of the infrastructure construction;
- Requires the Subdivider to procure and maintain required minimum limits of insurance;
- Requires a one (1) year warrantee period following completion of the infrastructure construction; and

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- Requires adequate security (25% of construction cost) to maintain the infrastructure during the warrantee period.

### **FISCAL IMPACT**

There are no direct costs associated with the construction. Staff costs for processing the Final Subdivision Map and the infrastructure permit have been covered by previously collected fees set by the Master Fee Schedule and paid by the developer. The revenue has been deposited in the Development Service Fund (2415), Engineering: Project Coordination (84432), Public Works Fee: Miscellaneous (45119), Engineering and Architectural Plan Approval (PS30).

### **PUBLIC OUTREACH/ INTEREST**

The adjoining property owners were notified of the project as part of the Tentative Subdivision Map approval process, and a recent discussion with the community regarding traffic was conducted at City offices to accommodate local traffic to the extent possible.

### **COORDINATION**

The Office of the City Attorney has reviewed the resolutions for form and legality, and the Controller's Bureau has reviewed this agenda report.

### **SUSTAINABLE OPPORTUNITIES**

***Economic:*** The subdivision will provide opportunities for home ownership and additional related activity for the Oakland community.

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

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

### **CEQA**

Approval of the final subdivision map is exempt from the California Environmental Quality Act (CEQA) pursuant to Public Resources Code section 21080(b)(1) (ministerial projects) and CEQA Guidelines section 15268 (ministerial projects).

Approval of the Subdivision Improvement Agreement is exempt from CEQA pursuant to CEQA

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Guidelines sections 15183 (projects consistent with a community plan, general plan, or zoning), 15301 (existing facilities), and 15332 (infill projects).

**ACTION REQUESTED OF THE CITY COUNCIL**

Staff recommends that the City Council adopt the following:

Resolution Conditionally Approving A Final Map For Tract No. 8185 Located At 4901 Broadway For A Five Lot Subdivision For SRM Development LLC; And

Resolution Authorizing The City Administrator Or Designee To Enter Into A Subdivision Improvement Agreement With SRM Development LLC For Deferred Construction Of Public Infrastructure Improvements As A Condition To Final Map Approval For Tract No. 8185 Located At 4901 Broadway

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

Respectfully submitted,

  
BROOKE A. LEVIN  
Director, Oakland Public Works

Reviewed by:  
Michael J. Neary, P.E., Assistant Director  
OPW, Bureau of Engineering and Construction

Reviewed by:  
Gus Amirzehni, P.E., Division Manager  
Engineering Design and Right of Way

Prepared by:  
Shahram Aghamir, P.E.  
Public Works Engineering Services

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2015 SEP 25 AM 9:05  
OAKLAND CITY COUNCIL

**RESOLUTION NO. \_\_\_\_\_ C.M.S.**

**RESOLUTION CONDITIONALLY APPROVING A FINAL MAP FOR TRACT NO. 8185 LOCATED AT 4901 BROADWAY FOR A FIVE LOT SUBDIVISION FOR SRM DEVELOPMENT LLC**

**WHEREAS**, SRM Development LLC, a California limited liability company (no. 201515910070) (“Subdivider”) is the subdivider of nine (9) parcels identified by the Alameda County Assessor as APNs 013-1136-010, 013-1136-021, 013-1136-022-01, 013-1136-004-02, 013-1136-005-05, 013-1136-008-04, 013-1136-009-02, 013-1136-022-01, and 013-1136-012, and by the Alameda County Clerk-Recorder as Tract No. 8185, and by the City of Oakland as 4901 Broadway; and

**WHEREAS**, the Subdivider has acquired by purchase for valuable consideration the real property comprising Tract No. 8185 through a grant deed, series no. 2015351644, recorded January 17, 2015, by the Alameda County Clerk-Recorder; and

**WHEREAS**, said nine (9) parcels are comprised of a portion of Block 12 of the Map entitled “Map of Plot No.13 as per Kellenberger’s Map of the Ranchos of Domingo and Vicente Peralta”, recorded by the Alameda County Clerk-Recorder on March 24, 1870 in Book 7 of maps, Page 10; and

**WHEREAS**, the Subdivider applied to the City of Oakland for a Tentative Tract Map (TTM 8185) to subdivide said platted land, which proposed:

- the subdivision of the site into five (5) lots for future construction of four townhouses and a five-story building consisting of 126 residential units with ground-floor commercial space and appurtenant infrastructure; and

**WHEREAS**, on March 18, 2015, the City Planning Commission approved the Tentative Tract Map for Tract No. 8185 and the land use entitlements (PLN14248), and affirmed staff’s environmental determination that the project is exempt from CEQA pursuant to Sections 15183 (projects consistent with a community plan, general plan, or zoning), 15301 (existing facilities), and 15332 (infill projects) of the CEQA Guidelines; and

**WHEREAS**, the Secretary of the Planning Commission of the City of Oakland has certified that the Planning Commission approved the Tentative Map for Tract No. 8185 upon which said Final Map is based; and

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

- the Final Map for Tract No. 8185, delineated diagrammatically in *Exhibit A* attached hereto and incorporated herein, is substantially the same as the Tentative Map approved by the Planning Commission; and
- the Final Map for Tract No. 8185 complies in all manners with the provisions of California Government Code sections 66410 et seq. (Subdivision Map Act) and the City of Oakland's local subdivision ordinance (Oakland Municipal Code, Title 16 - Subdivisions); and

**WHEREAS**, pursuant to California Business and Professions Code section 6731, the City Engineer has further determined that the Final Map is technically correct and accurately delineates the proposed metes and bounds of the property boundaries separating the proposed five (5) lots, the limits of which have been established by a field boundary survey performed by a competent Land Surveyor, who is licensed by the State of California to practice land surveying, and can be re-established from the monuments, property corners, radii, bearings, and distances shown on the Final Map for Tract No. 8185; 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. PX1500014 and the Subdivider's plans and specifications for construction of the required public infrastructure improvements, attached hereto as *Exhibit B* and incorporated herein; and

**WHEREAS**, through a separate companion Resolution, staff is seeking authorization to enter into a Subdivision Improvement Agreement with the Subdivider pursuant to Government Code section 66462 and Oakland Municipal Code section 16.20.100, as a condition precedent to approval of the Final Map for Tract No. 8185, to assure the timely construction, unconditional warrantee, and prescribed maintenance of all required public infrastructure improvements; and

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

**WHEREAS**, the City's approval of a final subdivision map is a ministerial action that is exempt from the requirements of CEQA pursuant to Public Resources Code section 21080(b)(1) and CEQA Guidelines section 15268; now, therefore, be it

**RESOLVED:** That the Final Map for Tract No. 8185 conforms to all the requirements in Government Code sections 66410 et seq. (Subdivision Map Act), Title 16 of the Oakland Municipal Code, and CEQA, and is hereby conditionally approved; and be it

**FURTHER RESOLVED:** That the approval of the Final Map is conditioned upon completion to the satisfaction of the City Engineer of public infrastructure improvements, as required by the Subdivision Improvement Agreement; and be it

**FURTHER RESOLVED:** That the Subdivider shall be responsible until the expiration of the warrantee period for the installation, maintenance, repair, and removal of all infrastructure improvements, including but not limited to roadway pavement, sidewalks, curbs, gutters, trees and landscaping, irrigation, electrical lighting, sanitary sewer piping, and storm water piping, but excepting from said responsibility infrastructure improvements that are otherwise regulated by California Public Utilities Commission; and be it

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

**FURTHER RESOLVED:** That failure by the Subdivider to comply in all aspects with the Subdivision Improvement Agreement shall void approval of the Final Map and shall revert the original parcels comprising Tract No. 8185 to acreage; and be it

**FURTHER RESOLVED:** That the City Engineer is hereby authorized to endorse the Final Map for Tract No. 8185; and be it

**FURTHER RESOLVED:** That the City Clerk of the City of Oakland is hereby authorized to endorse the Final Map for Tract No. 8185 upon its execution by the City Engineer; and be it

**FURTHER RESOLVED:** That the City Engineer is hereby authorized to cause the fully executed Final Map for Tract No. 8185 to be filed with the Alameda County Clerk-Recorder for recordation; and be it

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

IN COUNCIL, OAKLAND, CALIFORNIA, \_\_\_\_\_

PASSED BY THE FOLLOWING VOTE:

AYES - BROOKS, CAMPBELL WASHINGTON, GALLO, GUILLEN, KALB, KAPLAN, REID AND PRESIDENT GIBSON McELHANEY

NOES -

ABSENT –

ABSTENTION –

ATTEST: \_\_\_\_\_

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



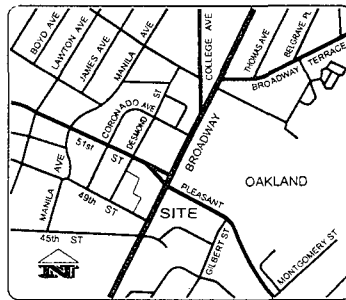
# Exhibit A

TRACT 8185

# TRACT 8185

BEING A PORTION OF BLOCK 12 AS SHOWN ON THE MAP ENTITLED "MAP OF PLOT No. 13, AS PER KELLERSBERGER'S MAP OF THE RANCHO OF V. AND D. PERALTA" FILED MARCH 24, 1870 IN BOOK 7 OF MAPS, PAGE 10, ALAMEDA COUNTY RECORDS (ALSO BEING A MERGER OF ALL THE PARCELS SHOWN WITHIN THE PERIMETER OF THE PROPERTY)

OAKLAND, ALAMEDA COUNTY, CALIFORNIA  
AUGUST 2015



VICINITY MAP N.T.S.

## OWNERS' STATEMENT

THE UNDERSIGNED HEREBY STATE THAT THEY ARE THE ONLY PARTIES HAVING A RECORD TITLE INTEREST IN THE LANDS DELINEATED AND EMBRACED WITHIN THE EXTERIOR BOUNDARY LINES OF THE HEREIN EMBODIED TRACT MAP ENTITLED "TRACT 8185, OAKLAND, ALAMEDA COUNTY, CALIFORNIA" CONSISTING OF 3 SHEETS, THIS CERTIFICATE SHEET BEING SHEET ONE (1) THEREOF; AND THAT THEY ARE THE OWNERS OF SAID LAND BY VIRTUE OF THE RECORDS OF ALAMEDA COUNTY, CALIFORNIA; THAT THEY CONSENT TO THE PREPARATION AND FILING OF THIS MAP.

THE AREAS DESIGNATED AS "PRIVATE STORM DRAIN EASEMENT" OR "PSDE" ARE NOT DEDICATED FOR PUBLIC USE BY THE GENERAL PUBLIC BUT HEREBY RESERVED FOR THE USE OF THE HOMEOWNERS AND ASSIGNS OF LOTS 1, 2, 3 & 4 OF TRACT 8185 (AS SHOWN ON THE MAP) FOR USE FOR STORM AND SURFACE WATER DRAINAGE PURPOSES, INCLUDING ACCESS AND MAINTENANCE OF WORKS, IMPROVEMENTS AND STRUCTURES, WHETHER COVERED OR OPEN, OR THE CLEARING OF OBSTRUCTIONS OR VEGETATION. SAID EASEMENT SHALL BE MAINTAINED MUTUALLY BY THE LOT OWNERS OF LOTS 1, 2, 3 & 4 OF TRACT 8185, THEIR SUCCESSORS AND ASSIGNS. THE CITY OF OAKLAND IS AN INTENDED THIRD PARTY BENEFICIARY OF THIS EASEMENT AGREEMENT WITH THE RIGHT TO ENFORCE THE RIGHTS AND OBLIGATIONS SET FORTH HERE, AT ITS SOLE DISCRETION. THIS EASEMENT AGREEMENT MAY NOT BE MODIFIED OR TERMINATED WITHOUT THE WRITTEN CONSENT OF THE CITY OF OAKLAND. NO BUILDING OR STRUCTURE MAY BE PLACED ON SAID EASEMENT WITHOUT THE CONSENT OF THE CITY OF OAKLAND.

### OWNER:

SRM DEVELOPMENT, LLC

BY: \_\_\_\_\_

BY: \_\_\_\_\_

## OWNER'S ACKNOWLEDGMENT

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

STATE OF CALIFORNIA }  
COUNTY OF \_\_\_\_\_ }

ON \_\_\_\_\_, BEFORE ME, \_\_\_\_\_  
DATE HERE INSERT NAME AND TITLE OF THE OFFICER

PERSONALLY APPEARED \_\_\_\_\_  
NAME(S) OF SIGNER(S)

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

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

WITNESS MY HAND.

SIGNATURE: \_\_\_\_\_  
PRINT NAME: \_\_\_\_\_  
MY COMMISSION NUMBER: \_\_\_\_\_  
MY COMMISSION EXPIRES: \_\_\_\_\_  
PRINCIPAL COUNTY OF BUSINESS: \_\_\_\_\_

## SURVEYOR'S STATEMENT

THIS TRACT MAP WAS PREPARED BY ME OR UNDER MY DIRECTION AND IS BASED UPON FIELD SURVEY IN CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCE AT THE REQUEST OF SRM DEVELOPMENT, LLC IN JANUARY, 2013. I HEREBY STATE THAT THIS TRACT MAP SUBSTANTIALLY CONFORMS TO THE APPROVED OR CONDITIONALLY APPROVED TENTATIVE TRACT MAP, IF ANY. I HEREBY STATE THAT THE MONUMENTS ARE OF THE CHARACTER AND OCCUPY POSITIONS INDICATED, AND THAT THE MONUMENTS ARE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED.

DATED: \_\_\_\_\_

ERIC (RICK) A. HUMANN, P.L.S. 5452



## BENEFICIARY'S STATEMENT

THE UNDERSIGNED, \_\_\_\_\_, AS BENEFICIARY BY VIRTUE OF DEED OF TRUST RECORDED \_\_\_\_\_ OF OFFICIAL RECORDS OF ALAMEDA COUNTY, CALIFORNIA, DOES HEREBY CONSENT TO THE PREPARATION AND RECORDATION OF THE HEREIN EMBODIED MAP OF TRACT 8185.

IN WITNESS THEREOF, THE UNDERSIGNED, \_\_\_\_\_, HAVE/HAS EXECUTED THIS STATEMENT THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2015.

BY: \_\_\_\_\_ BY: \_\_\_\_\_  
NAME: \_\_\_\_\_ NAME: \_\_\_\_\_  
TITLE: \_\_\_\_\_ TITLE: \_\_\_\_\_

## BENEFICIARY'S ACKNOWLEDGMENT

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

STATE OF CALIFORNIA }  
COUNTY OF \_\_\_\_\_ }

ON \_\_\_\_\_, BEFORE ME, \_\_\_\_\_  
DATE HERE INSERT NAME AND TITLE OF THE OFFICER

PERSONALLY APPEARED \_\_\_\_\_  
NAME(S) OF SIGNER(S)

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

WITNESS MY HAND.

SIGNATURE: \_\_\_\_\_  
PRINT NAME: \_\_\_\_\_  
MY COMMISSION NUMBER: \_\_\_\_\_  
MY COMMISSION EXPIRES: \_\_\_\_\_  
PRINCIPAL COUNTY OF BUSINESS: \_\_\_\_\_

## RECORDER'S STATEMENT

THIS MAP IS BEING FILED AT THE REQUEST OF COMMONWEALTH LAND TITLE COMPANY

FILED AT \_\_\_\_\_ M. ON THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 2015, IN BOOK \_\_\_\_\_ OF MAPS AT PAGE \_\_\_\_\_ IN THE OFFICE OF THE COUNTY RECORDER OF THE COUNTY OF ALAMEDA, STATE OF CALIFORNIA.

STEVE MANNING  
COUNTY RECORDER, ALAMEDA COUNTY  
STATE OF CALIFORNIA

BY: \_\_\_\_\_  
DEPUTY COUNTY RECORDER

# TRACT 8185

BEING A PORTION OF BLOCK 12 AS SHOWN ON THE MAP ENTITLED "MAP OF PLOT No. 13, AS PER KELLERSBERGER'S MAP OF THE RANCHO OF V. AND D. PERALTA" FILED MARCH 24 1870 IN BOOK 7 OF MAPS, PAGE 10, ALAMEDA COUNTY RECORDS (ALSO BEING A MERGER OF ALL THE PARCELS SHOWN WITHIN THE PERIMETER OF THE PROPERTY)

OAKLAND, ALAMEDA COUNTY, CALIFORNIA  
AUGUST 2015



### CITY SURVEYOR'S STATEMENT

I, GILBERT E. HAYES, CITY SURVEYOR, HAVING BEEN AUTHORIZED TO PERFORM THE FUNCTIONS OF THE CITY SURVEYOR OF THE CITY OF OAKLAND, COUNTY OF ALAMEDA, STATE OF CALIFORNIA, DO HEREBY CERTIFY THAT I HAVE EXAMINED THE HEREIN EMBODIED MAP ENTITLED "TRACT 8185", AND AM SATISFIED THAT SAID MAP IS TECHNICALLY CORRECT.

IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 2015.

\_\_\_\_\_  
GILBERT E. HAYES  
CITY SURVEYOR, CITY OF OAKLAND  
ALAMEDA COUNTY,  
STATE OF CALIFORNIA  
P.L.S. NO. 4700  
LICENSE EXPIRES: 09/30/15

### CLERK OF THE BOARD OF SUPERVISORS CERTIFICATE

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 66492 AND 66493 OF THE GOVERNMENT CODE OF THE STATE OF CALIFORNIA.

DATED \_\_\_\_\_

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

BY: \_\_\_\_\_  
DEPUTY CLERK

### CITY ENGINEER'S STATEMENT

I, MICHAEL J. NEARY, 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 EMBODIED SUBDIVISION MAP ENTITLED "TRACT 8185, OAKLAND, ALAMEDA COUNTY, CALIFORNIA", THAT THE SUBDIVISION AS SHOWN UPON SAID TRACT MAP IS IN SUBSTANTIALLY THE SAME AS THAT APPEARING ON THE TENTATIVE TRACT MAP AND ANY APPROVED ALTERATION THEREOF; THAT SAID TRACT MAP COMPLIES WITH ALL PROVISIONS OF THE SUBDIVISION MAP ACT OF THE GOVERNMENT CODE AND THE LOCAL ORDINANCES APPLICABLE AT THE TIME OF APPROVAL OF THE TENTATIVE TRACT MAP.

IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 2015.

\_\_\_\_\_  
MICHAEL J. NEARY  
CITY ENGINEER, CITY OF OAKLAND  
ALAMEDA COUNTY,  
STATE OF CALIFORNIA  
R.C.E. NO. 38547  
EXPIRATION DATE: MARCH 31, 2017

### CITY PLANNING COMMISSION'S STATEMENT

I, ROBERT MERKAMP, DO HEREBY STATE THAT THE PLANNING COMMISSION OF THE CITY OF OAKLAND HAS APPROVED ON \_\_\_\_\_ 2015, THE TENTATIVE MAP FOR TRACT 8185 UPON WHICH THIS FINAL MAP WAS BASED.

DATE: \_\_\_\_\_

\_\_\_\_\_  
ROBERT MERKAMP  
SECRETARY OF THE PLANNING COMMISSION  
CITY OF OAKLAND,  
ALAMEDA COUNTY,  
STATE OF CALIFORNIA

### CITY CLERK'S STATEMENT

I, LATONDA SIMMONS, CITY CLERK AND CLERK OF THE COUNCIL OF THE CITY OF OAKLAND, COUNTY OF ALAMEDA, STATE OF CALIFORNIA, DO HEREBY STATE THAT THE HEREIN EMBODIED TRACT MAP, ENTITLED "TRACT 8185", CONSISTING OF THREE (3) SHEETS, THIS STATEMENT BEING ON SHEET TWO (2) THEREOF, WAS PRESENTED TO THE CITY COUNCIL, AS PROVIDED BY LAW, AT A REGULAR MEETING THEREOF HELD ON THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_, AND THAT SAID COUNCIL DID THEREUPON BY RESOLUTION NO. \_\_\_\_\_ PASSED AND ADOPTED AT SAID MEETING, APPROVE SAID MAP.

I FURTHER CERTIFY THAT ALL AGREEMENTS AND SURETY AS REQUIRED BY LAW TO ACCOMPANY THE WITHIN FINAL MAP HAVE BEEN APPROVED BY THE COUNCIL OF THE CITY OF OAKLAND AND ARE ON FILE IN MY OFFICE.

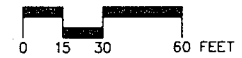
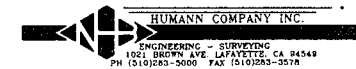
IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 2015.

\_\_\_\_\_  
LATONDA SIMMONS  
CITY CLERK AND CLERK OF THE COUNCIL  
OF THE CITY OF OAKLAND, ALAMEDA COUNTY,  
STATE OF CALIFORNIA

# TRACT 8185

BEING A PORTION OF BLOCK 12 AS SHOWN ON THE MAP ENTITLED "MAP OF PLOT No. 13, AS PER KELLERSBERGER'S MAP OF THE RANCHO OF V. AND D. PERALTA" FILED MARCH 24, 1870 IN BOOK 7 OF MAPS, PAGE 10, ALAMEDA COUNTY RECORDS (ALSO BEING A MERGER OF ALL THE PARCELS SHOWN WITHIN THE PERIMETER OF THE PROPERTY)

OAKLAND, ALAMEDA COUNTY, CALIFORNIA  
AUGUST 2015

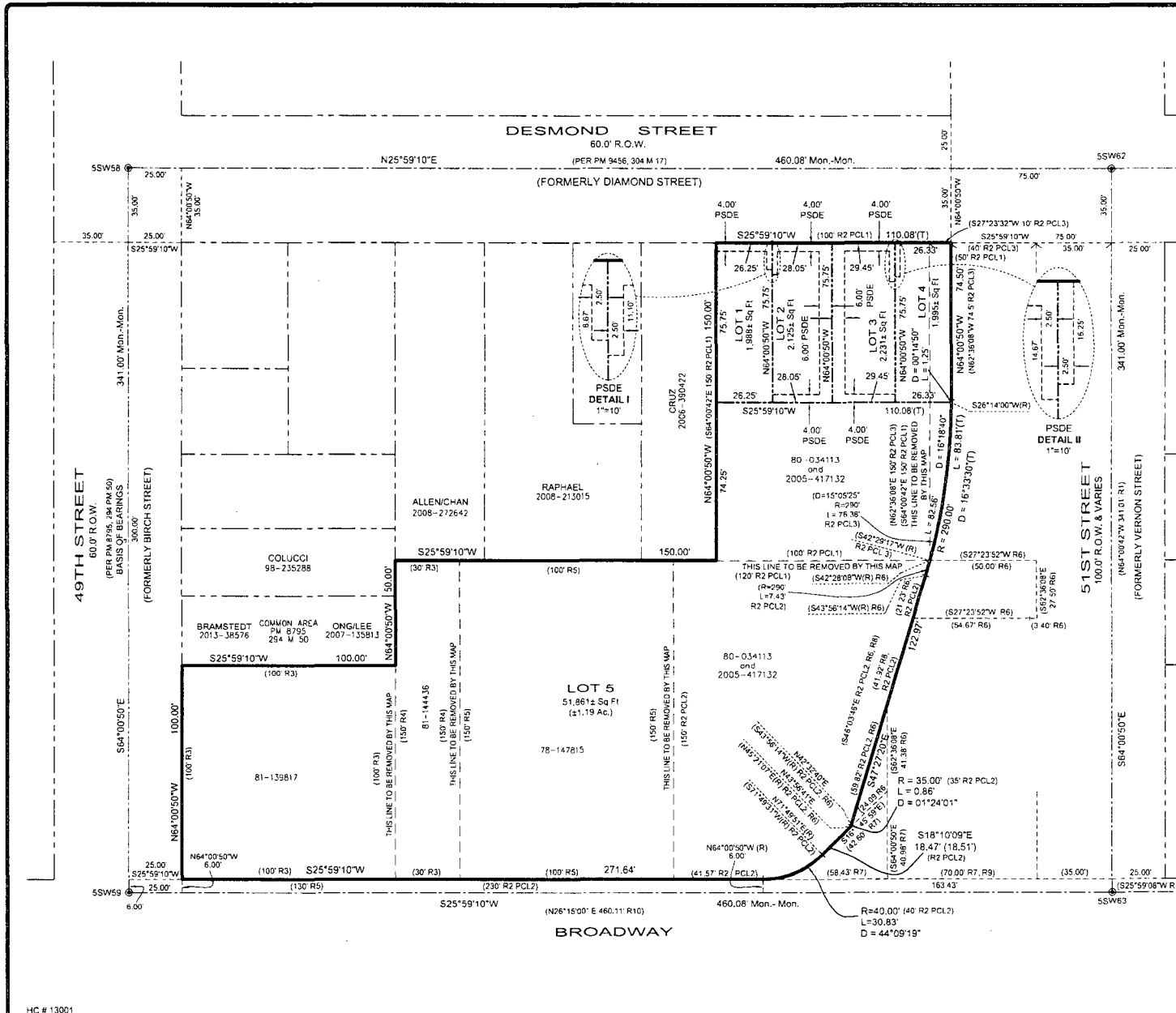


## LEGEND

- ⊙ FOUND STANDARD STREET MONUMENT
- SETBACK & TAG L.S. 5452
- ( ) DENOTE RECORD INFO
- (T) DENOTES TOTAL
- R.O.W. RIGHT OF WAY
- PSDE PRIVATE STORM DRAIN EASEMENT
- EXTERIOR BOUNDARY LINE
- - - - - LOT LINE
- - - - - ADJACENT PROPERTY LINE
- - - - - ORIGINAL PARCEL LINE
- - - - - PSDE
- (R) RADIAL BEARING
- R1 RECORD INFORMATION PER PM 8870 (288 M 88)
- R2 RECORD INFORMATION PER 80-034113 AND 2005-417132
- R3 RECORD INFORMATION PER 81-139817
- R4 RECORD INFORMATION PER 81-144436
- R5 RECORD INFORMATION PER 78-147815
- R6 RECORD INFORMATION PER REEL 2387, IMAGE 517, SERIES No. 1969-44097
- R7 RECORD INFORMATION PER 8157 O.R. 213, SERIES No. AL96013
- R8 RECORD INFORMATION PER REEL 2387, IMAGE 520, SERIES No. 1969-44098
- R9 RECORD INFORMATION PER REEL 1969, IMAGE 941, SERIES No. AY127148
- R10 RECORD INFORMATION PER PM # 10265 (IN THE PROCESS OF BEING RECORDED BY ALAMEDA COUNTY).

## BASIS OF BEARINGS

THE BASIS OF BEARING IS BASED UPON THE MONUMENT LINE OF 49TH STREET AS SHOWN ON PARCEL MAP 8795, RECORDED IN BOOK 294 OF PARCEL MAPS, PAGE 50, OFFICIAL RECORDS OF ALAMEDA COUNTY; SAID BEARING IS TAKEN AS NORTH 64° 00' 50" WEST.



# Exhibit B

TEMESCAL APARTMENTS

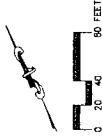
Tract 8185

4901 Broadway

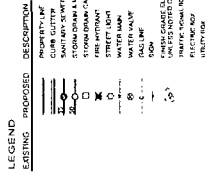
Oakland, California

# TEMESCAL APARTMENTS

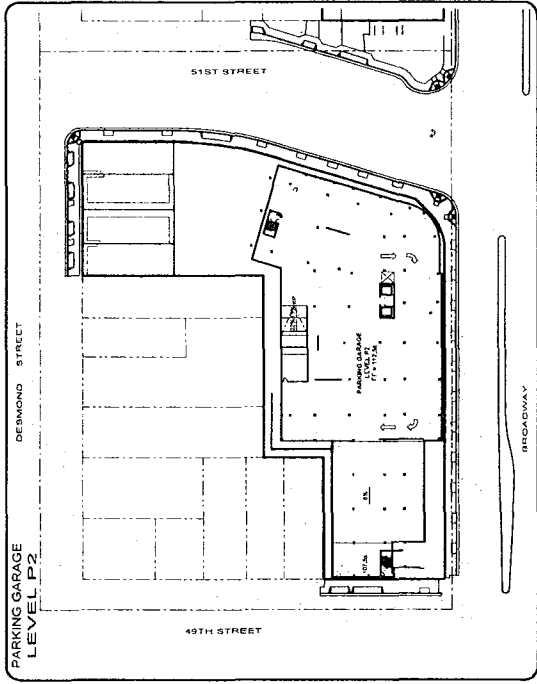
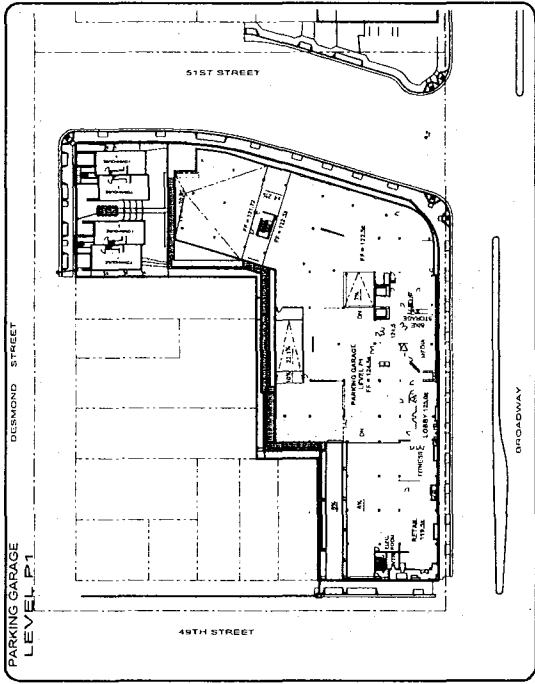
TRACT 8185  
4901 BROADWAY  
OAKLAND CALIFORNIA



SHEET INDEX	
001	TITLE AND LEGEND
002	GENERAL EXPLANATION NOTES
003	GRADING & DRAINAGE PLAN CHANGE (TYPE B)
004	PROPOSED LAYOUT
005	PUBLIC UTILITY WORKING PLAN
006	UTILITY PLAN
007	SITE, SCENE AND TRIPPING PLAN
008	CONCRETE STANDARD DETAILS
009	STANDARD DETAILS
010	STANDARD DETAILS
011	STANDARD DETAILS
012	STANDARD DETAILS
013	STANDARD DETAILS



ABBREVIATIONS	
AS	ASPHALT SURFACE
CA	CURB
CD	CONCRETE
CL	CONCRETE LAYOUT
CS	CONCRETE STANDARD
CS-1	CONCRETE STANDARD 1
CS-2	CONCRETE STANDARD 2
CS-3	CONCRETE STANDARD 3
CS-4	CONCRETE STANDARD 4
CS-5	CONCRETE STANDARD 5
CS-6	CONCRETE STANDARD 6
CS-7	CONCRETE STANDARD 7
CS-8	CONCRETE STANDARD 8
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CS-100	CONCRETE STANDARD 100



## GENERAL NOTES:

- ALL WORK SHALL BE DONE IN ACCORDANCE WITH CITY OF OAKLAND STANDARD SPECIFICATIONS TO THE STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION PER FORM 800-204. THE STANDARD SPECIFICATIONS SHALL BE THE LATEST EDITION IN EFFECT AT THE TIME OF CONSTRUCTION UNLESS OTHERWISE NOTED.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE CITY OF OAKLAND AND THE COUNTY OF ALAMEDA.
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## GRADE NOTES:

- ALL GRADES & CONTOURS ARE BASED ON CITY OF OAKLAND DATA.
- ALL WORK SHALL BE DONE IN ACCORDANCE WITH THE CITY OF OAKLAND STANDARD SPECIFICATIONS TO THE STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION PER FORM 800-204.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE CITY OF OAKLAND AND THE COUNTY OF ALAMEDA.
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SEE SHEET 002 FOR ADDITIONAL NOTES.

## EARTH QUANTITIES

CITY OF OAKLAND STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION PER FORM 800-204. THE STANDARD SPECIFICATIONS SHALL BE THE LATEST EDITION IN EFFECT AT THE TIME OF CONSTRUCTION UNLESS OTHERWISE NOTED.

## BENCHMARKS

ELEVATIONS SHOWN HEREON ARE BASED UPON CITY OF OAKLAND DATUM, SPECIFICALLY THE POINT OF BENCHMARK AND 5TH STREET, A 4.00 MANDATORY INVERT TO SPAWN UPON CITY OF OAKLAND STANDARD SPECIFICATIONS PERFORM ELEVATION TAKEN AS 153.27 FEET.

## STATE STATISTICS

CITY OF OAKLAND STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION PER FORM 800-204. THE STANDARD SPECIFICATIONS SHALL BE THE LATEST EDITION IN EFFECT AT THE TIME OF CONSTRUCTION UNLESS OTHERWISE NOTED.

## PLANTING

ALL PLANTING SHALL BE DONE IN ACCORDANCE WITH THE CITY OF OAKLAND STANDARD SPECIFICATIONS TO THE STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION PER FORM 800-204.

## CONSTRUCTION

ALL CONSTRUCTION SHALL BE DONE IN ACCORDANCE WITH THE CITY OF OAKLAND STANDARD SPECIFICATIONS TO THE STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION PER FORM 800-204.





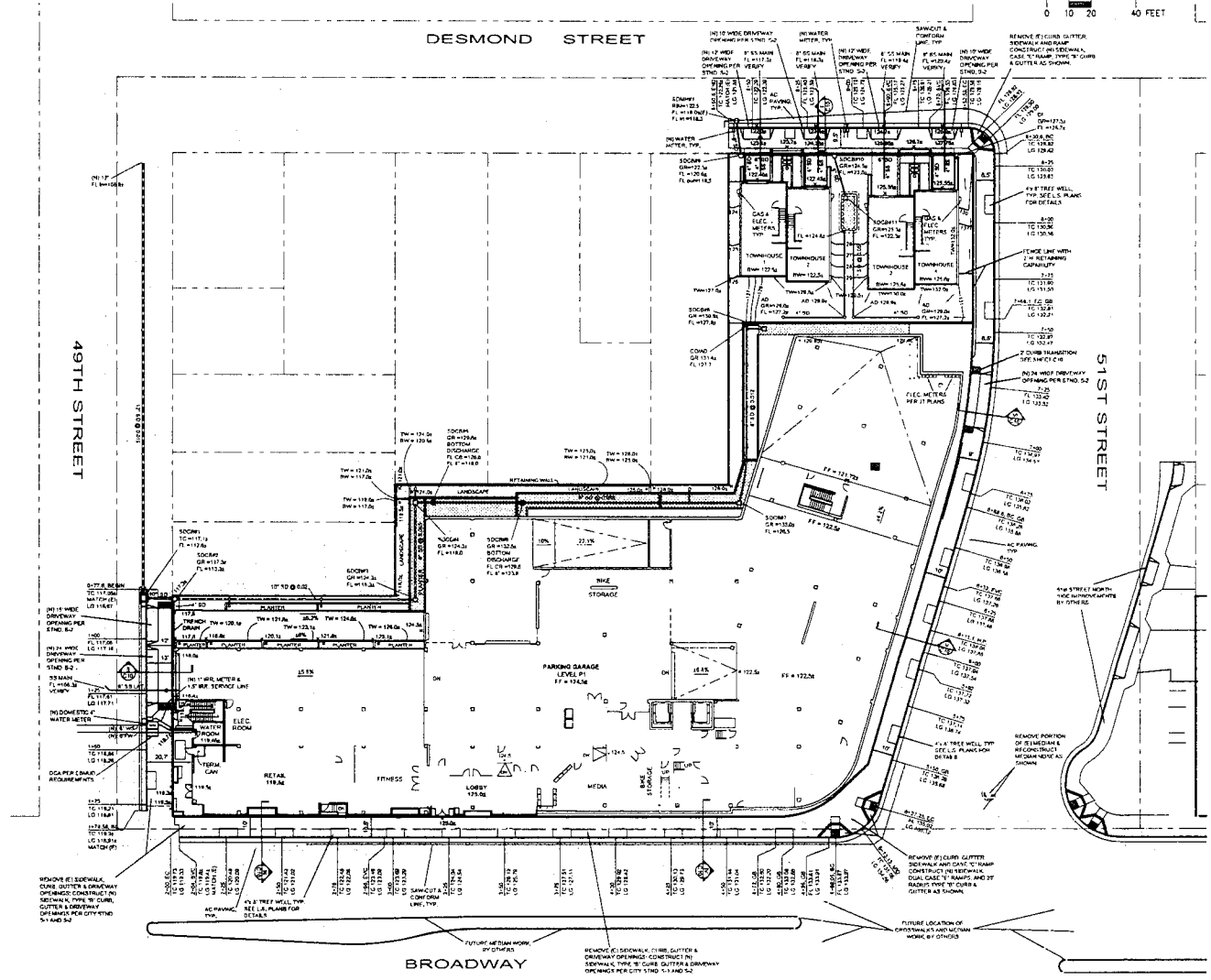
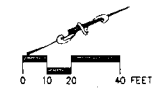
ARCHITECT:  
1275 Madison Street  
Chicago, IL 60610  
312.516.2147  
www.brick.com



temescal  
apartments  
tract 8185

PROJECT NUMBER: 13001  
DATE: 03.24.14  
SCALE: 1/8" = 1'-0"  
DATE: 06.27.2015

permit submittal  
GRADING AND  
DRAINAGE PLAN  
GARAGE LEVEL P1



WATER SERVICES LOCATIONS AND SIZES SHOWN ON PLAN ARE SUBJECT TO EBMUD AND FIRE DEPARTMENT APPROVAL.

NOTE: SAW-CUT/ CONFORM PAVING LIMIT FOR NEW CURB & GUTTER SHOWN IS MINIMUM REQUIREMENT. FIELD ADJUSTMENT MAY BE MADE TO ENSURE THAT FINAL PAVEMENT CROSS SLOPES ARE ACCEPTABLE TO CITY INSPECTOR.

NOTE: AC OVERLAY TO CENTERLINE OF ALL PUBLIC STREETS ABUTTING THE PROJECT SITE, IF REQUIRED BY CITY BASED ON FIELD CONDITIONS.

SEE SHEET C05 FOR CURB PROFILES AND C06 & C07 PUBLIC SIDEWALK GRADES AT DOORS

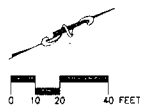
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temescal apartments  
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Baltimore, MD 21201  
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Date: 05.28.15  
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Scale: 1/8"=1'-0"  
Date: 06.01.2015

permit submittal  
GRADING AND  
DRAINAGE PLAN  
LEVEL 1/1

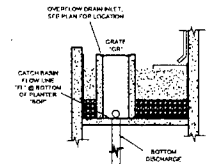


DESMOND STREET

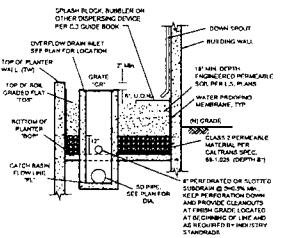
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51ST STREET

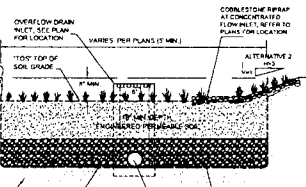
BROADWAY



BOTTOM DISCHARGE OVERFLOW INLET  
CB#5 & CB#6



SIDE DISCHARGE OVERFLOW INLET  
FLOW-THROUGH PLANTER



BIORETENTION BASIN TYPICAL SECTION

- PLANTER NOTES**
- REFER TO ALABAMA COUNTY CLEAR WATER PROGRAM C-3 STORMWATER TECHNICAL GUIDANCE FOR THE ENGINEERED SOIL MIX SPECIFICATIONS PRIOR TO ORDERING THE MIX. SOILS SHALL HAVE A MINIMUM OF 10% ORGANIC MATTER.
  - ALL PERFORATED PIPES SHALL HAVE A MINIMUM DIAMETER OF 4" DIA. OR AS SHOWN ON PLAN, AND A MINIMUM OF TWO LINES OF THREE 3/4" DIA HOLES PER LINEAL FOOT OF PIPE SPACING ALONG THE PIPE.
  - SEE ALABAMA COUNTY CLEAR WATER PROGRAM C-3 STORMWATER TECHNICAL GUIDANCE, ITEM #2, ATTACHED HERETO.
  - PLANTER SURFACE SHALL BE GRADED FLAT.
  - ADDITIONAL ATTENTION SHOULD BE DIRECTED TO ENSURE ALL LANDSCAPED AREAS ARE IRRIGATED AND STABILIZED BEFORE THE BIORETENTION FACILITIES ARE BROUGHT ONLINE.

**NOTE:** SAW-CUT/CONFORM PAVING LIMIT FOR NEW CURB & GUTTER SHOWN IS MINIMUM REQUIREMENT. FIELD ADJUSTMENT MAY BE MADE TO ENSURE THAT FINAL PAVEMENT CROSS SLOPES ARE ACCEPTABLE TO CITY INSPECTOR.

**NOTE:** AC OVERLAY TO CENTERLINE OF ALL PUBLIC STREETS ABUTTING THE PROJECT SITE, IF REQUIRED BY CITY BASED ON FIELD CONDITIONS.

SEE SHEET C05 FOR CURB PROFILES AND C06 & C07 PUBLIC SIDEWALK GRADES AT DOORS

PX 15000xx

C04

Permit Submittal  
PROFILES

DATE: 08/15/11  
SCALE: 1" = 10'-0"

PROJECT: TEMASCAL APARTMENTS

TRACT: B185

CITY: TEMASCAL

CONTRACT NO.: 1017-11-002

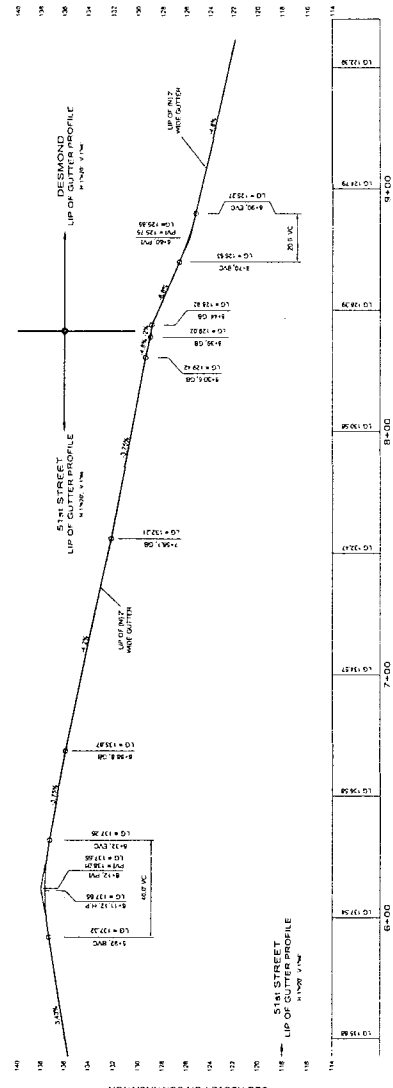
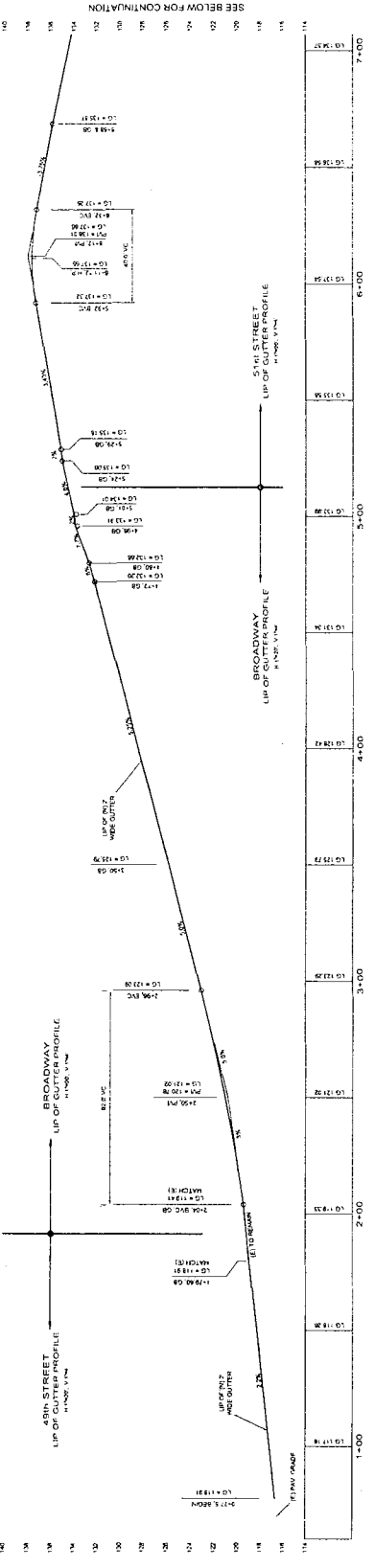
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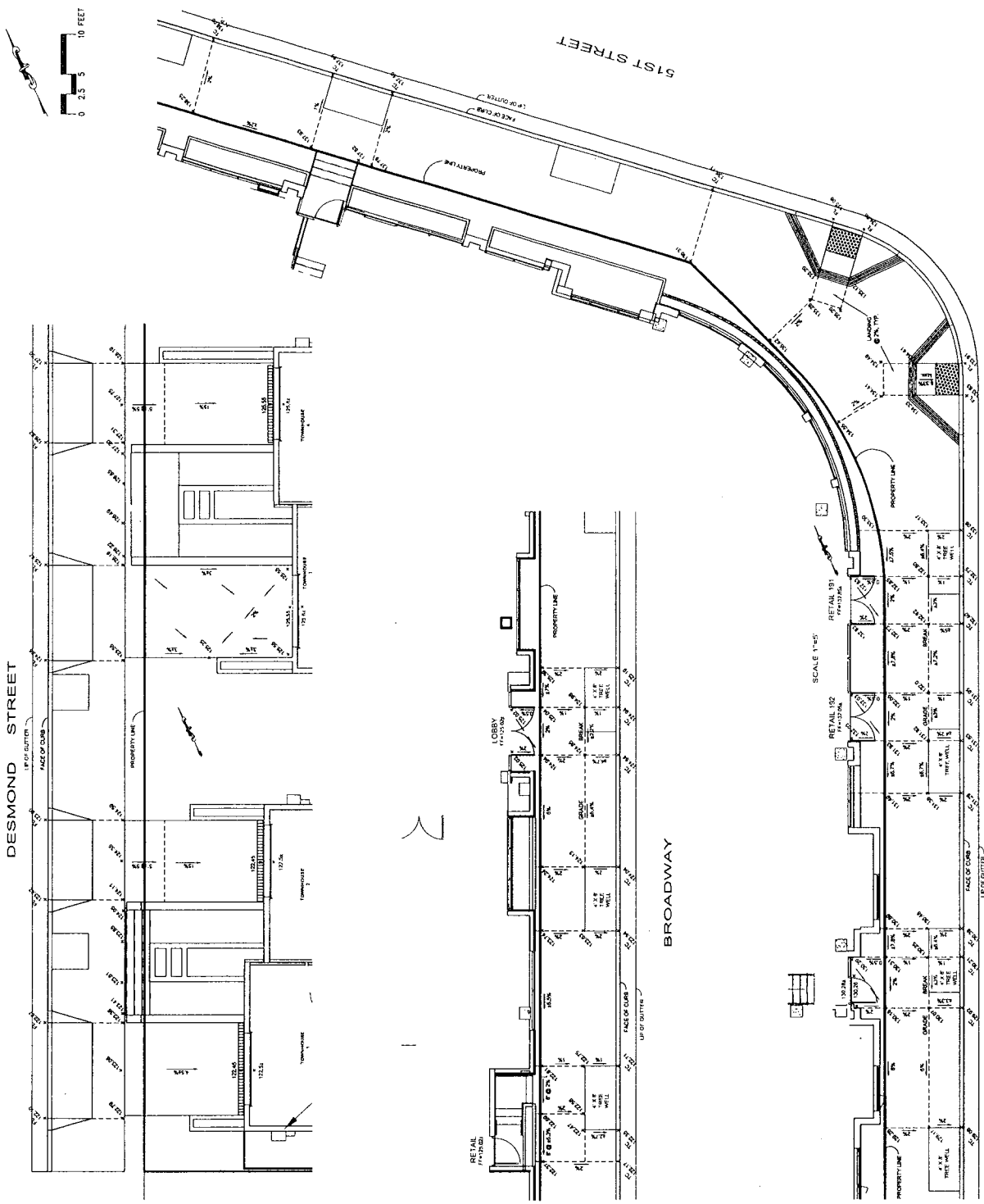
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08/15/11, PERMIT SUBMITTAL



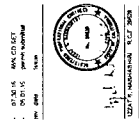
ARCHITECT:  
1001 BROADWAY  
SAN JOSE, CA 95113  
TEL: 415.435.8000  
FAX: 415.435.8118



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**PROJECT**  
 Renaissance  
 Apartments  
 Tract 8185

**DATE**  
 10/15/10

**SCALE**  
 1"=5'

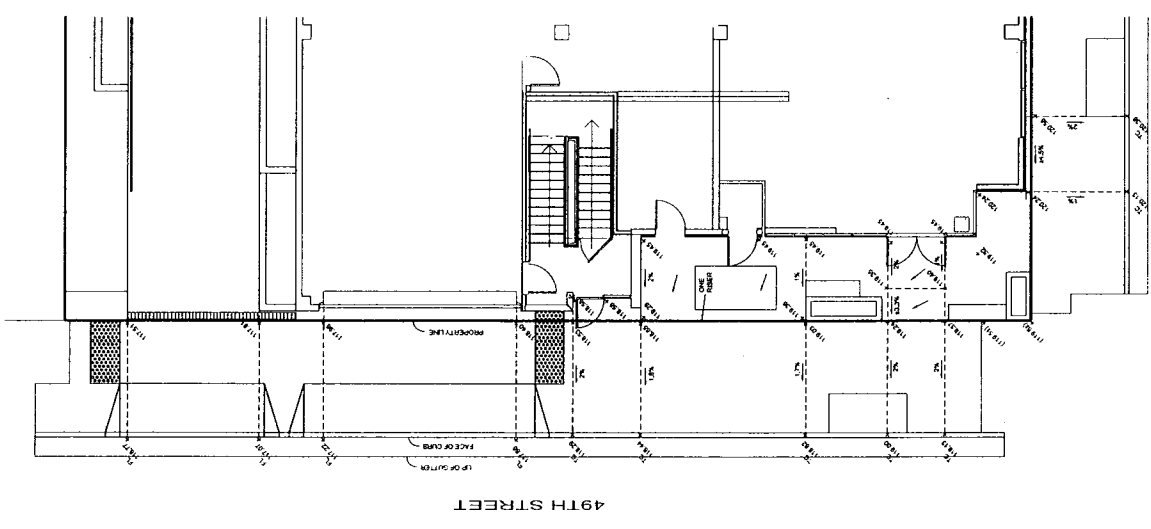
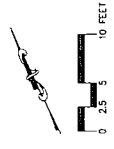
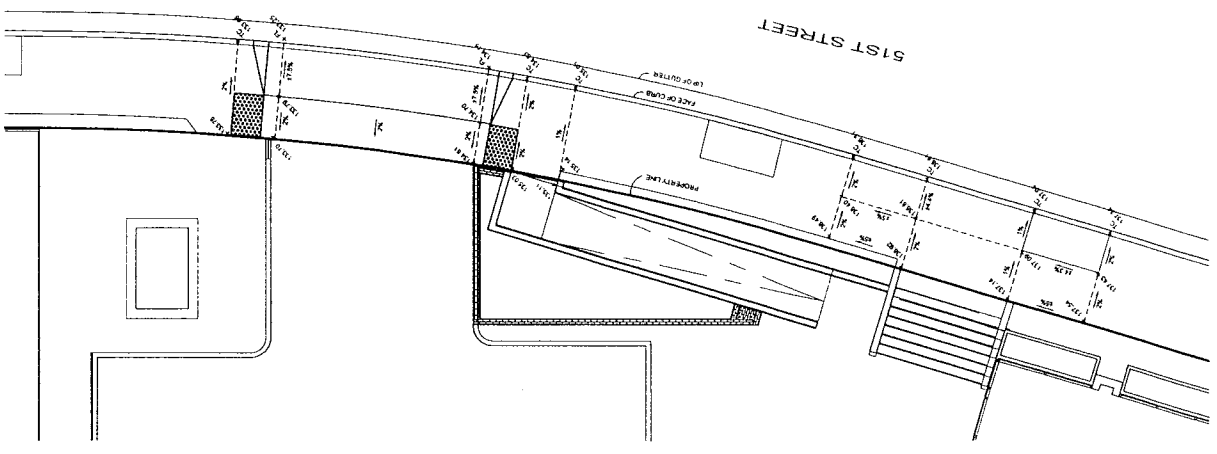
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**DATE OF ISSUE**  
 10/15/10

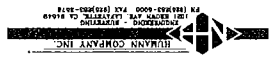
**DATE OF REVISION**  
 10/15/10

permit submittal  
 PUBLIC SIDEWALK  
 GRADING AT ENTRY  
 POINTS

brick.



ASSIGNED:  
 PROJECT MANAGER  
 1000 10TH AVENUE  
 SUITE 1000  
 DENVER, CO 80202  
 TEL: 303.733.1000  
 FAX: 303.733.1001  
 WWW: WWW.HUMANN.COM



1000 10TH AVENUE, SUITE 1000  
 DENVER, CO 80202  
 TEL: 303.733.1000  
 FAX: 303.733.1001  
 WWW: WWW.HUMANN.COM

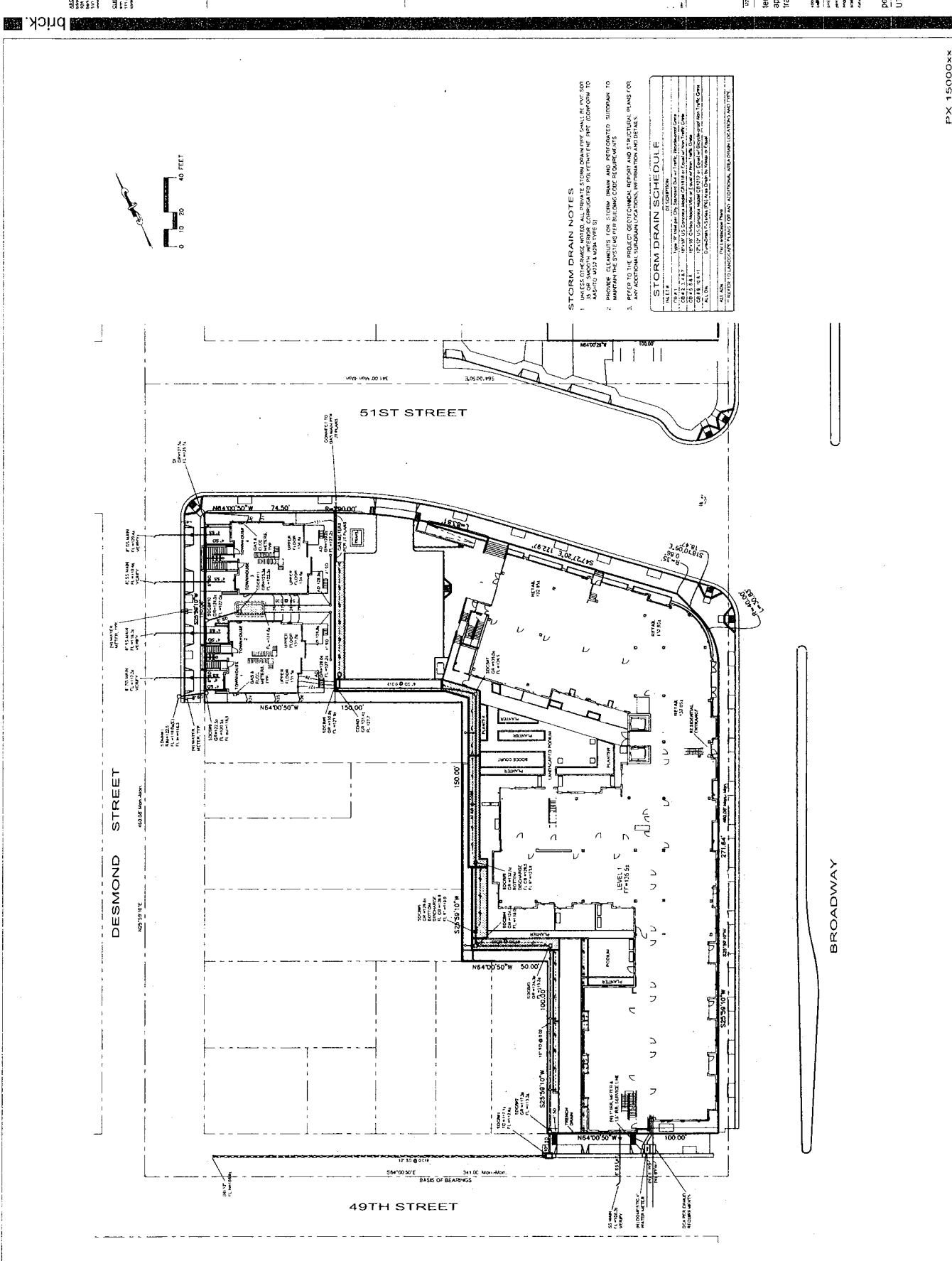


TEMESCAL APARTMENTS  
 TRACT 6 895  
 1000 10TH AVENUE, SUITE 1000  
 DENVER, CO 80202  
 TEL: 303.733.1000  
 FAX: 303.733.1001  
 WWW: WWW.HUMANN.COM

permit submitted  
 PUBLIC SIDEWALK  
 GRADING AT ENTRY  
 POINTS

PX 15000x

C07



**STORM DRAIN NOTES**

1. UNLESS OTHERWISE NOTED, ALL PRIVATE STORM DRAIN PIPE SHALL BE 18" DIA. 15' DEPTH, 40' SLOPE PER 100' (SLOPE TO BE ADJUSTED TO 2.0% MINIMUM TYPE 3).
2. PROVIDE ELEMENTS FOR STORM DRAIN AND PERFORATED SUBMANN TO MAINTAIN THE SYSTEM PER BUILDING CODE REQUIREMENTS.
3. REFER TO THE PROJECT GEOTECHNICAL REPORT AND STRUCTURAL PLANS FOR ANY ADDITIONAL SUBCOMMITMENTS, INFORMATION AND DETAILS.

**STORM DRAIN SCHEDULE**

NO.	DIAM.	DEPTH	TYPE	LOCATION
1	18"	15'	40'	STORM DRAIN
2	18"	15'	40'	STORM DRAIN
3	18"	15'	40'	STORM DRAIN
4	18"	15'	40'	STORM DRAIN
5	18"	15'	40'	STORM DRAIN
6	18"	15'	40'	STORM DRAIN
7	18"	15'	40'	STORM DRAIN
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39	18"	15'	40'	STORM DRAIN
40	18"	15'	40'	STORM DRAIN

**LEGEND**

STORM DRAIN

PERFORATED SUBMANN

MANHOLE

CATCH BASIN

STORM DRAIN

PERFORATED SUBMANN

MANHOLE

CATCH BASIN

STORM DRAIN

PERFORATED SUBMANN

MANHOLE

CATCH BASIN



Jemiscal  
apartments  
Tract 6185

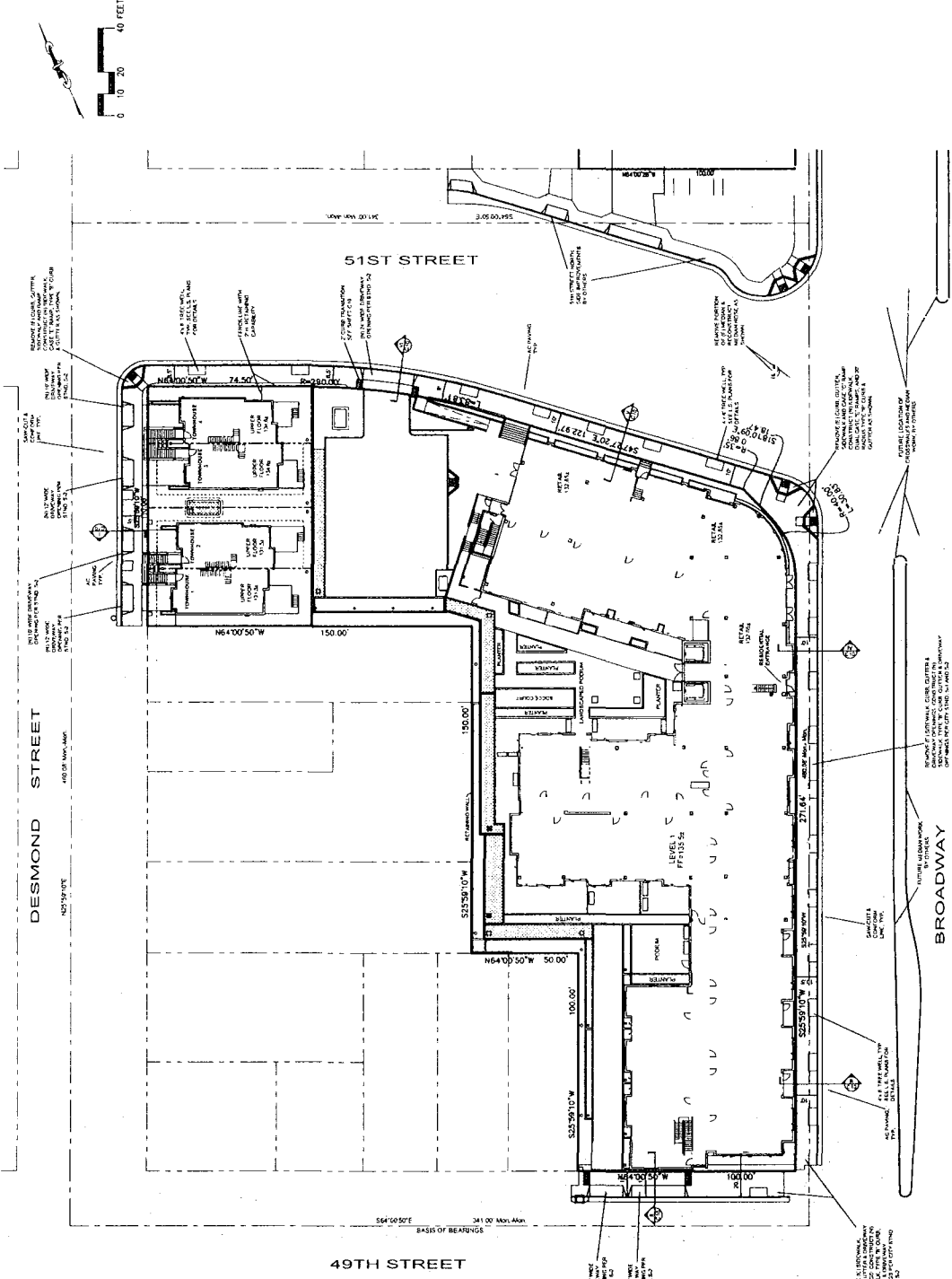
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PROJECT  
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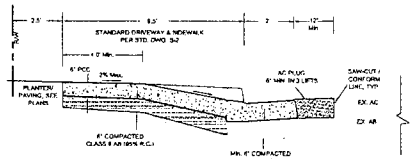


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JOB ADDRESS: 1001  
JOB CITY: 1001

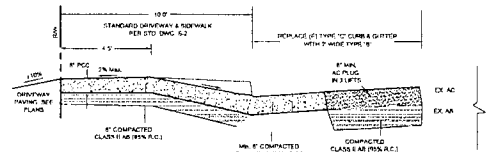
permit submittal  
SITE SIGNAGE AND  
STRIPPING PLAN



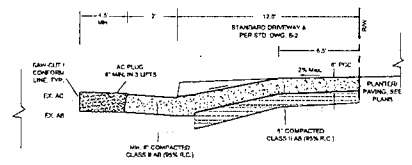
Copyright 2011 by [unreadable] All Rights Reserved. This Plan and any other documents prepared by [unreadable] are the property of [unreadable] and shall remain the property of [unreadable]. No part of this Plan may be reproduced, stored in a retrieval system, or transmitted in any form or by any means, electronic, mechanical, photocopying, recording, or by any information storage and retrieval system, without the prior written consent of [unreadable].



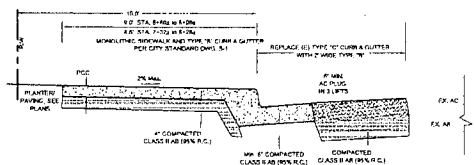
DESMOND STREET CURB, GUTTER, DRIVEWAY & SIDEWALK REPLACEMENT TYPICAL SECTION I N.T.S.



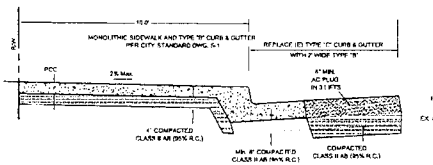
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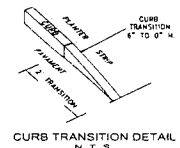
49th STREET CURB, GUTTER, DRIVEWAY & SIDEWALK REPLACEMENT TYPICAL SECTION II N.T.S.



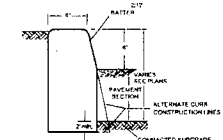
51st STREET FRONTAGE CURB, GUTTER & SIDEWALK REPLACEMENT TYPICAL SECTION VII N.T.S.



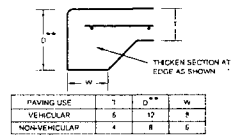
BROADWAY FRONTAGE CURB, GUTTER & SIDEWALK REPLACEMENT TYPICAL SECTION III N.T.S.



CURB TRANSITION DETAIL N.T.S.



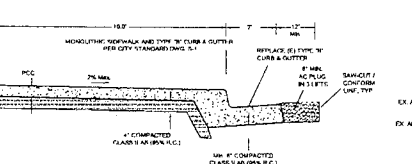
STAND. 6" CONG. CURB DETAIL N.T.S.



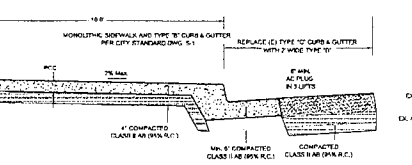
THICKENED CONCRETE WALK EDGE N.T.S.

PAVING USE	T	D	W
VEHICULAR	5	12	8
NON-VEHICULAR	4	8	6

\*\* LINE EGGS OTHERWISE NOTED ON PLANS

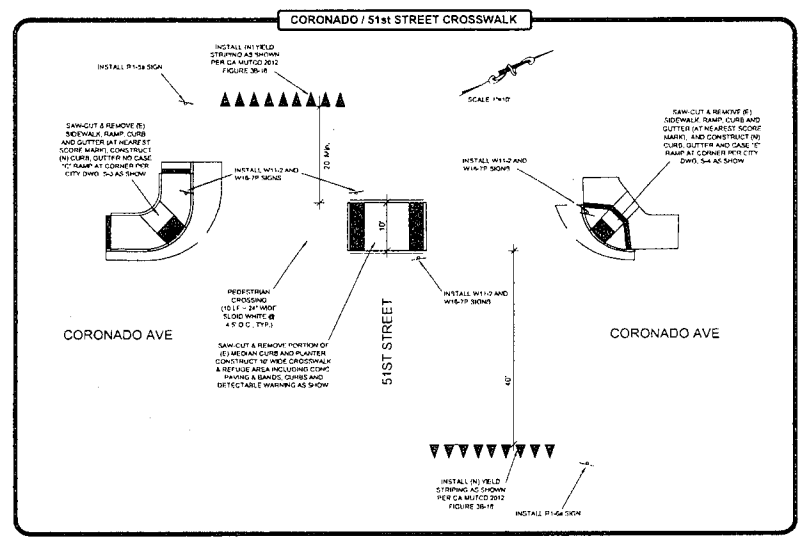


BROADWAY FRONTAGE CURB, GUTTER & SIDEWALK REPLACEMENT TYPICAL SECTION IV N.T.S.



51st STREET FRONTAGE CURB, GUTTER & SIDEWALK REPLACEMENT TYPICAL SECTION V S.T.A. 51+55.10 TO 51+60.00 N.T.S.

CONTRACTOR SHALL PROVIDE AND COMPACT CLASS II AB FOR ANY PORTION OF AREAS/SECTIONS NOTED TO HAVE EXISTING AB SHOULD FIELD VERIFICATION SHOWS THAT THE EXISTING AB SECTION DOES NOT MEET THE MINIMUM REQUIREMENTS.



NOTE: SAW-CUT/CONFORM PAVING LIMIT FOR NEW CURB & GUTTER SHOWN IS MINIMUM REQUIREMENT. FIELD ADJUSTMENT MAY BE MADE TO ENSURE THAT FINAL PAVEMENT CROSS SLOPES ARE ACCEPTABLE TO CITY ENGINEER

brick.

ASSISTANT  
DATE: 05/11/15  
BY: [Signature]  
CHECKED BY: [Signature]  
DATE: 05/11/15



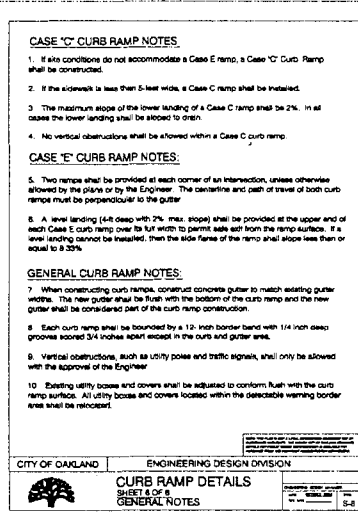
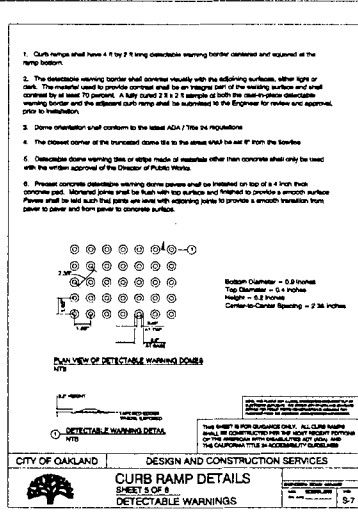
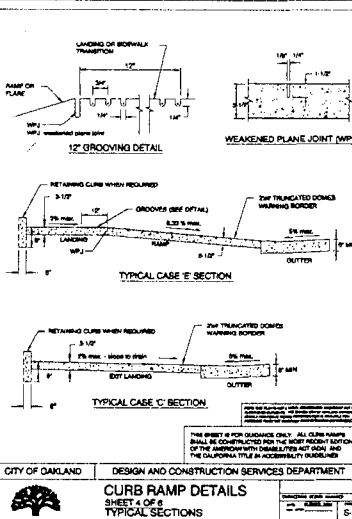
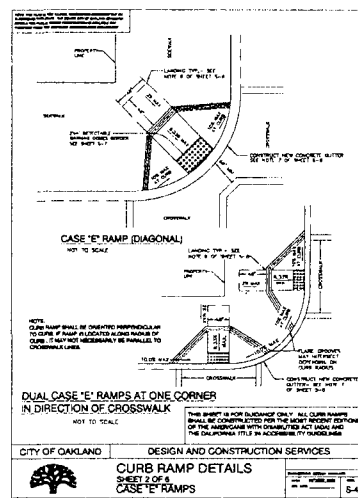
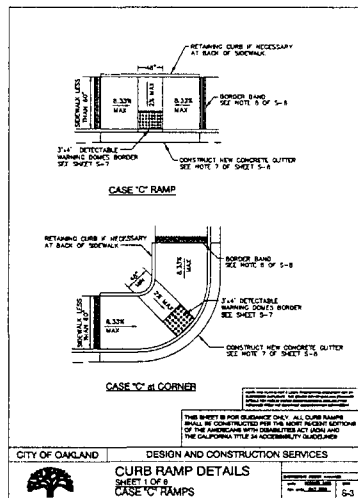
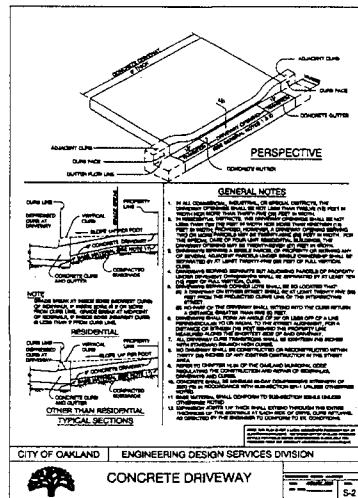
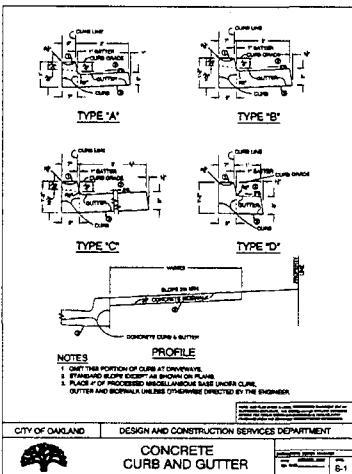
Imesical apartments tract 8185

02/20/14 MPA CO. GET  
08/25/15 JAMESICAL  
DATE: 05/11/15

permit submittal  
SECTIONS, DETAILS  
AND CORONADO/51st  
STREET CROSSWALK

PX 15000xx

C10



brick.

PROJECT:  
SHEET NO.  
DATE: 01/15/15

SCALE:  
DATE: 01/15/15



DATE: 01/15/15



temescal apartments tract 6185

DATE: 01/15/15

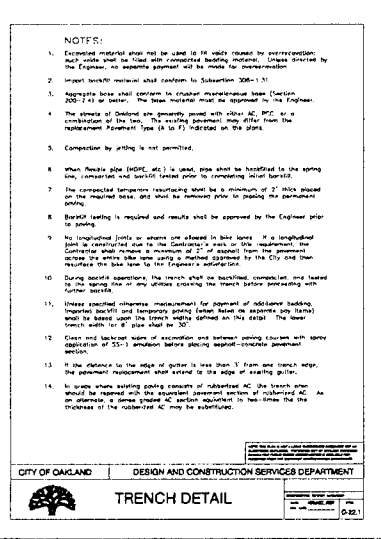
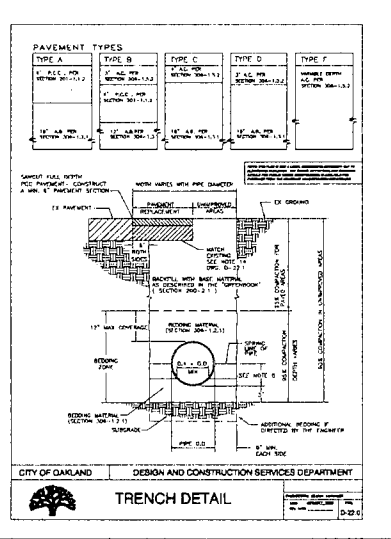
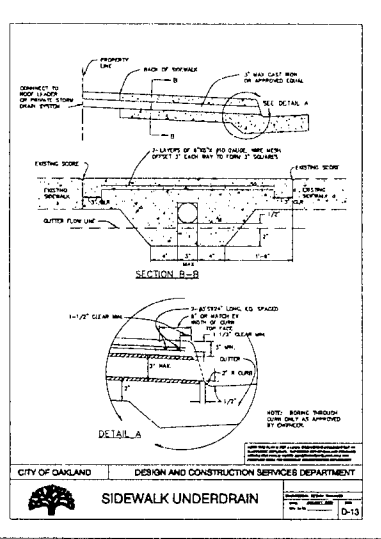
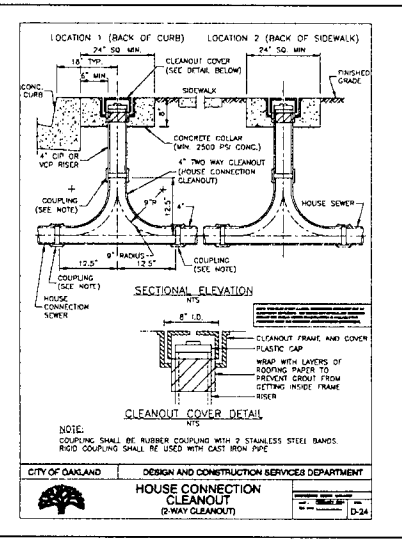
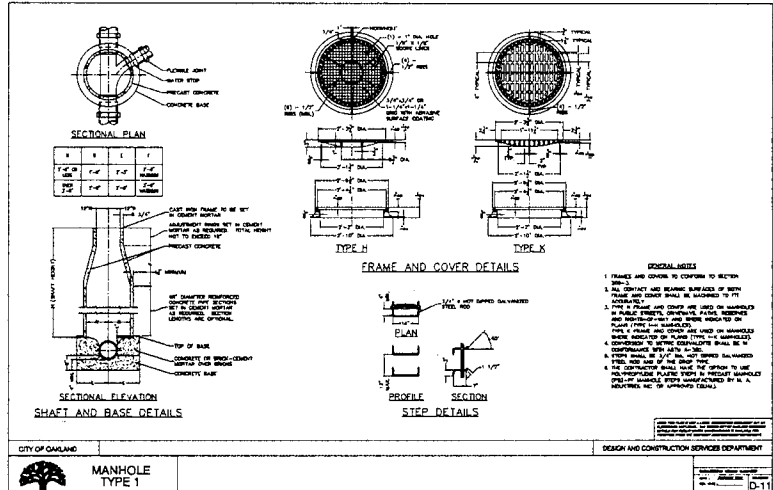
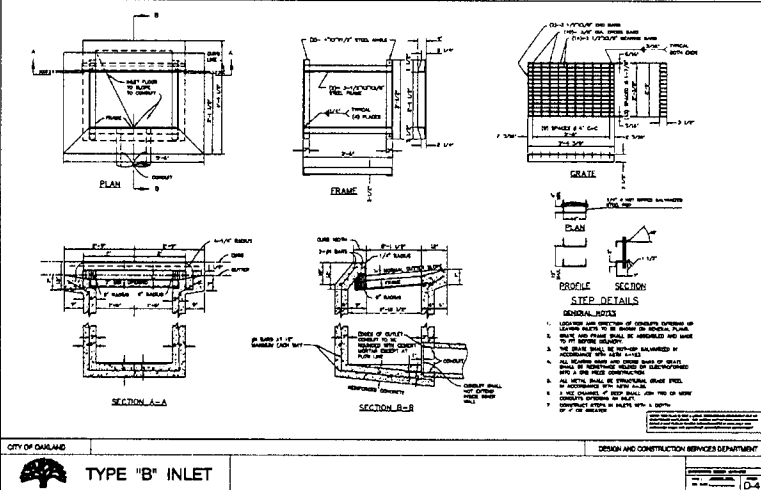
permit submittal

STANDARD DETAILS

PX 15000x

C11





tesmecal  
 apartments  
 tract B185

1000 Broadway, Suite 1000  
 Oakland, CA 94612  
 (415) 778-1000  
 www.tesmecal.com

permit submittal  
 STANDARD DETAILS

FILED  
OFFICE OF THE CITY CLERK  
OAKLAND

*Cellenachin*  
Office of the City Attorney

2015 SEP 25 AM 9:04

# OAKLAND CITY COUNCIL

## RESOLUTION NO. \_\_\_\_\_ C.M.S.

**RESOLUTION AUTHORIZING THE CITY ADMINISTRATOR OR DESIGNEE TO ENTER INTO A SUBDIVISION IMPROVEMENT AGREEMENT WITH SRM DEVELOPMENT LLC FOR DEFERRED CONSTRUCTION OF PUBLIC INFRASTRUCTURE IMPROVEMENTS AS A CONDITION TO FINAL MAP APPROVAL FOR TRACT NO. 8185 LOCATED AT 4901 BROADWAY**

**WHEREAS**, SRM Development LLC, a California limited liability company (no. 201515910070) (“Subdivider”) is the subdivider of nine (9) parcels identified by the Alameda County Assessor as APNs 013-1136-010, 013-1136-021, 013-1136-022-01, 013-1136-004-02, 013-1136-005-05, 013-1136-008-04, 013-1136-009-02, 013-1136-022-01, and 013-1136-012, and by the Alameda County Clerk-Recorder as Tract No. 8185, and by the City of Oakland as 4901 Broadway; and

**WHEREAS**, the Subdivider has acquired by purchase for valuable consideration the real property comprising Tract No. 8185 through a grant deed, series no. 2015351644, recorded January 17, 2015, by the Alameda County Clerk-Recorder; and

**WHEREAS**, said nine (9) parcels are comprised of a portion of Block 12 of the Map entitled “Map of Plot No.13 as per Kellenberger’s Map of the Ranchos of Domingo and Vicente Peralta”, recorded by the Alameda County Clerk-Recorder on March 24, 1870 in Book 7 of maps, Page 10; and

**WHEREAS**, the Subdivider applied to the City of Oakland for a Tentative Tract Map (TTM 8185) to subdivide said platted land, which proposed:

- the subdivision of the site into five (5) lots for future construction of four townhouses and a five-story building consisting of 126 residential units with ground-floor commercial space and appurtenant infrastructure; and

**WHEREAS**, on March 18, 2015, the City Planning Commission approved the Tentative Tract Map for Tract No. 8185 and the land use entitlements (PLN14248), and affirmed staff’s environmental determination that the project is exempt from CEQA pursuant to Sections 15183 (projects consistent with a community plan, general plan, or zoning), 15301 (existing facilities), and 15332 (infill projects) of the CEQA Guidelines; and

**WHEREAS**, the Secretary of the Planning Commission of the City of Oakland has certified that the Planning Commission approved the Tentative Map for Tract No. 8185, upon which said Final Map is based; and

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

- the Final Map for Tract No. 8185, delineated diagrammatically in *Exhibit A* attached hereto and incorporated herein, is substantially the same as the Tentative Map approved by the Planning Commission; and
- the Final Map for Tract No. 8185 complies in all manners with the provisions of the California Government Code (Section 66410, et seq. - Subdivision Map Act) and the City of Oakland's local ordinance (Municipal Code Title 16 - Subdivisions); and

**WHEREAS**, pursuant to California Business and Professions Code section 6731, the City Engineer has further determined that the Final Map is technically correct and accurately delineates the proposed metes and bounds of the property boundaries separating the proposed five (5) lots the limits of which have been established by a field boundary survey performed by a competent civil engineer, who is licensed by the State of California to practice land surveying, and can be re-established from the monuments, property corners, radii, bearings, and distances shown on the Final Map for Tract No. 8185; 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. PX1500014 and the Subdivider's plans and specifications for construction of the required public infrastructure improvements, attached hereto as *Exhibit B* 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. 8185, the Subdivider has executed a Subdivision Improvement Agreement, attached hereto as *Exhibit C* 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 Subdivision Improvement Agreement, 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**, the requirements of the California Environmental Quality Act (CEQA), the Guidelines as prescribed by the Secretary of Resources, and the provisions of the Statement of Objectives, Criteria and Procedures for Implementation of the California Environmental Quality Act: City of Oakland, have been satisfied by the certification by the Planning Commission that

the project is exempt from CEQA pursuant to Sections 15183 (projects consistent with a community plan, general plan, or zoning), 15301 (existing facilities), and 15332 (infill projects) of the CEQA Guidelines; now, therefore, be it

**RESOLVED:** That the City Administrator or designee is hereby authorized to enter into a Subdivision Improvement Agreement with SRM Development LLC for deferred construction of public infrastructure improvements as a condition to final map approval for Tract No. 8185; and be it

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

**FURTHER RESOLVED:** That the City Engineer is authorized to cause the fully executed Subdivision Improvement Agreement to be filed concurrently with the fully endorsed Final Map for Tract No. 8185 for recordation by the Alameda County Clerk-Recorder; and be it

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

IN COUNCIL, OAKLAND, CALIFORNIA, \_\_\_\_\_

PASSED BY THE FOLLOWING VOTE:

AYES - BROOKS, CAMPBELL WASHINGTON, GALLO, GUILLEN, KALB, KAPLAN, REID AND PRESIDENT GIBSON McELHANEY

NOES -

ABSENT –

ABSTENTION –

ATTEST: \_\_\_\_\_

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

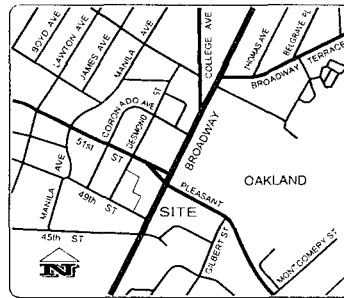
# Exhibit A

TRACT 8185

# TRACT 8185

BEING A PORTION OF BLOCK 12 AS SHOWN ON THE MAP ENTITLED "MAP OF PLOT No. 13, AS PER KELLERSBERGER'S MAP OF THE RANCHO OF V. AND D. PERALTA" FILED MARCH 24, 1870 IN BOOK 7 OF MAPS, PAGE 10, ALAMEDA COUNTY RECORDS (ALSO BEING A MERGER OF ALL THE PARCELS SHOWN WITHIN THE PERIMETER OF THE PROPERTY)

OAKLAND, ALAMEDA COUNTY, CALIFORNIA  
AUGUST 2015



VICINITY MAP N.T.S

## OWNERS' STATEMENT

THE UNDERSIGNED HEREBY STATE THAT THEY ARE THE ONLY PARTIES HAVING A RECORD TITLE INTEREST IN THE LANDS DELINEATED AND EMBRACED WITHIN THE EXTERIOR BOUNDARY LINES OF THE HEREIN EMBODIED TRACT MAP ENTITLED "TRACT 8185, OAKLAND, ALAMEDA COUNTY, CALIFORNIA" CONSISTING OF 3 SHEETS, THIS CERTIFICATE SHEET BEING SHEET ONE (1) THEREOF; AND THAT THEY ARE THE OWNERS OF SAID LAND BY VIRTUE OF THE RECORDS OF ALAMEDA COUNTY, CALIFORNIA; THAT THEY CONSENT TO THE PREPARATION AND FILING OF THIS MAP.

THE AREAS DESIGNATED AS "PRIVATE STORM DRAIN EASEMENT" OR "PSDE" ARE NOT DEDICATED FOR PUBLIC USE BY THE GENERAL PUBLIC BUT HEREBY RESERVED FOR THE USE OF THE HOMEOWNERS AND ASSIGNS OF LOTS 1, 2, 3 & 4 OF TRACT 8185 (AS SHOWN ON THE MAP) FOR USE FOR STORM AND SURFACE WATER DRAINAGE PURPOSES, INCLUDING ACCESS AND MAINTENANCE OF WORKS, IMPROVEMENTS AND STRUCTURES, WHETHER COVERED OR OPEN, OR THE CLEARING OF OBSTRUCTIONS OR VEGETATION. SAID EASEMENT SHALL BE MAINTAINED MUTUALLY BY THE LOT OWNERS OF LOTS 1, 2, 3 & 4 OF TRACT 8185, THEIR SUCCESSORS AND ASSIGNS. THE CITY OF OAKLAND IS AN INTENDED THIRD PARTY BENEFICIARY OF THIS EASEMENT AGREEMENT WITH THE RIGHT TO ENFORCE THE RIGHTS AND OBLIGATIONS SET FORTH HERE. AT ITS SOLE DISCRETION, THIS EASEMENT AGREEMENT MAY NOT BE MODIFIED OR TERMINATED WITHOUT THE WRITTEN CONSENT OF THE CITY OF OAKLAND. NO BUILDING OR STRUCTURE MAY BE PLACED ON SAID EASEMENT WITHOUT THE CONSENT OF THE CITY OF OAKLAND.

### OWNER:

SRM DEVELOPMENT, LLC

BY: \_\_\_\_\_

BY: \_\_\_\_\_

## OWNER'S ACKNOWLEDGMENT

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

STATE OF CALIFORNIA }  
COUNTY OF \_\_\_\_\_ }

ON \_\_\_\_\_, BEFORE ME, \_\_\_\_\_  
DATE HERE INSERT NAME AND TITLE OF THE OFFICER

PERSONALLY APPEARED \_\_\_\_\_  
NAME(S) OF SIGNER(S)

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

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

WITNESS MY HAND.

SIGNATURE: \_\_\_\_\_  
PRINT NAME: \_\_\_\_\_  
MY COMMISSION NUMBER: \_\_\_\_\_  
MY COMMISSION EXPIRES: \_\_\_\_\_  
PRINCIPAL COUNTY OF BUSINESS: \_\_\_\_\_

## SURVEYOR'S STATEMENT

THIS TRACT MAP WAS PREPARED BY ME OR UNDER MY DIRECTION AND IS BASED UPON FIELD SURVEY IN CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCE AT THE REQUEST OF SRM DEVELOPMENT, LLC IN JANUARY, 2013. I HEREBY STATE THAT THIS TRACT MAP SUBSTANTIALLY CONFORMS TO THE APPROVED OR CONDITIONALLY APPROVED TENTATIVE TRACT MAP, IF ANY. I HEREBY STATE THAT THE MONUMENTS ARE OF THE CHARACTER AND OCCUPY POSITIONS INDICATED, AND THAT THE MONUMENTS ARE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED.

DATED: \_\_\_\_\_

ERIC (RICK) A. HUMANN, P.L.S. 5452



## BENEFICIARY'S STATEMENT

THE UNDERSIGNED \_\_\_\_\_, AS BENEFICIARY BY VIRTUE OF DEED OF TRUST RECORDED \_\_\_\_\_ OF OFFICIAL RECORDS OF ALAMEDA COUNTY, CALIFORNIA, DOES HEREBY CONSENT TO THE PREPARATION AND RECORDATION OF THE HEREIN EMBODIED MAP OF TRACT 8185.

IN WITNESS THEREOF, THE UNDERSIGNED \_\_\_\_\_ HAVE/HAS EXECUTED THIS STATEMENT THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2015.

BY: \_\_\_\_\_ BY: \_\_\_\_\_  
NAME: \_\_\_\_\_ NAME: \_\_\_\_\_  
TITLE: \_\_\_\_\_ TITLE: \_\_\_\_\_

## BENEFICIARY'S ACKNOWLEDGMENT

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

STATE OF CALIFORNIA }  
COUNTY OF \_\_\_\_\_ }

ON \_\_\_\_\_, BEFORE ME, \_\_\_\_\_  
DATE HERE INSERT NAME AND TITLE OF THE OFFICER

PERSONALLY APPEARED \_\_\_\_\_  
NAME(S) OF SIGNER(S)

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

WITNESS MY HAND,

SIGNATURE: \_\_\_\_\_  
PRINT NAME: \_\_\_\_\_  
MY COMMISSION NUMBER: \_\_\_\_\_  
MY COMMISSION EXPIRES: \_\_\_\_\_  
PRINCIPAL COUNTY OF BUSINESS: \_\_\_\_\_

## RECORDER'S STATEMENT

THIS MAP IS BEING FILED AT THE REQUEST OF COMMONWEALTH LAND TITLE COMPANY

FILED AT \_\_\_\_\_ M. ON THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 2015, IN BOOK \_\_\_\_\_ OF MAPS AT PAGE \_\_\_\_\_ IN THE OFFICE OF THE COUNTY RECORDER OF THE COUNTY OF ALAMEDA, STATE OF CALIFORNIA.

STEVE MANNING  
COUNTY RECORDER, ALAMEDA COUNTY  
STATE OF CALIFORNIA

BY: \_\_\_\_\_  
DEPUTY COUNTY RECORDER

# TRACT 8185

BEING A PORTION OF BLOCK 12 AS SHOWN ON THE MAP ENTITLED "MAP OF PLOT No. 13, AS PER KELLERSBERGER'S MAP OF THE RANCHO OF V. AND D. PERALTA" FILED MARCH 24, 1870 IN BOOK 7 OF MAPS, PAGE 10, ALAMEDA COUNTY RECORDS (ALSO BEING A MERGER OF ALL THE PARCELS SHOWN WITHIN THE PERIMETER OF THE PROPERTY)

OAKLAND, ALAMEDA COUNTY, CALIFORNIA  
AUGUST 2015



### CITY SURVEYOR'S STATEMENT

I, GILBERT E. HAYES, CITY SURVEYOR, HAVING BEEN AUTHORIZED TO PERFORM THE FUNCTIONS OF THE CITY SURVEYOR OF THE CITY OF OAKLAND, COUNTY OF ALAMEDA, STATE OF CALIFORNIA, DO HEREBY CERTIFY THAT I HAVE EXAMINED THE HEREIN EMBODIED MAP ENTITLED "TRACT 8185", AND AM SATISFIED THAT SAID MAP IS TECHNICALLY CORRECT.

IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 2015.

GILBERT E. HAYES  
CITY SURVEYOR, CITY OF OAKLAND  
ALAMEDA COUNTY,  
STATE OF CALIFORNIA  
P.L.S. NO. 4700  
LICENSE EXPIRES: 09/30/15

### CLERK OF THE BOARD OF SUPERVISORS CERTIFICATE

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 66492 AND 66493 OF THE GOVERNMENT CODE OF THE STATE OF CALIFORNIA.

DATED \_\_\_\_\_

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

BY: \_\_\_\_\_  
DEPUTY CLERK

### CITY ENGINEER'S STATEMENT

I, MICHAEL J. NEARY, 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 EMBODIED SUBDIVISION MAP ENTITLED "TRACT 8185, OAKLAND, ALAMEDA COUNTY, CALIFORNIA", THAT THE SUBDIVISION AS SHOWN UPON SAID TRACT MAP IS IN SUBSTANTIALLY THE SAME AS THAT APPEARING ON THE TENTATIVE TRACT MAP AND ANY APPROVED ALTERATION THEREOF; THAT SAID TRACT MAP COMPLIES WITH ALL PROVISIONS OF THE SUBDIVISION MAP ACT OF THE GOVERNMENT CODE AND THE LOCAL ORDINANCES APPLICABLE AT THE TIME OF APPROVAL OF THE TENTATIVE TRACT MAP.

IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 2015.

MICHAEL J. NEARY  
CITY ENGINEER, CITY OF OAKLAND  
ALAMEDA COUNTY,  
STATE OF CALIFORNIA  
R.C.E. NO. 38547  
EXPIRATION DATE: MARCH 31, 2017

### CITY PLANNING COMMISSION'S STATEMENT

I, ROBERT MERKAMP, DO HEREBY STATE THAT THE PLANNING COMMISSION OF THE CITY OF OAKLAND HAS APPROVED ON \_\_\_\_\_, 2015, THE TENTATIVE MAP FOR TRACT 8185 UPON WHICH THIS FINAL MAP WAS BASED.

DATE: \_\_\_\_\_  
ROBERT MERKAMP  
SECRETARY OF THE PLANNING COMMISSION  
CITY OF OAKLAND,  
ALAMEDA COUNTY,  
STATE OF CALIFORNIA

### CITY CLERK'S STATEMENT

I, LATONDA SIMMONS, CITY CLERK AND CLERK OF THE COUNCIL OF THE CITY OF OAKLAND, COUNTY OF ALAMEDA, STATE OF CALIFORNIA, DO HEREBY STATE THAT THE HEREIN EMBODIED TRACT MAP, ENTITLED "TRACT 8185", CONSISTING OF THREE (3) SHEETS, THIS STATEMENT BEING ON SHEET TWO (2) THEREOF, WAS PRESENTED TO THE CITY COUNCIL, AS PROVIDED BY LAW, AT A REGULAR MEETING THEREOF HELD ON THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_, AND THAT SAID COUNCIL DID THEREUPON BY RESOLUTION NO. \_\_\_\_\_ PASSED AND ADOPTED AT SAID MEETING, APPROVE SAID MAP.

I FURTHER CERTIFY THAT ALL AGREEMENTS AND SURETY AS REQUIRED BY LAW TO ACCOMPANY THE WITHIN FINAL MAP HAVE BEEN APPROVED BY THE COUNCIL OF THE CITY OF OAKLAND AND ARE ON FILE IN MY OFFICE.

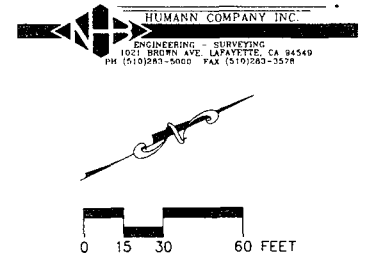
IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 2015.

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

# TRACT 8185

BEING A PORTION OF BLOCK 12 AS SHOWN ON THE MAP ENTITLED "MAP OF PLOT No. 13, AS PER KELLERSBERGER'S MAP OF THE RANCHO OF V. AND D. PERALTA" FILED MARCH 24, 1870 IN BOOK 7 OF MAPS, PAGE 10, ALAMEDA COUNTY RECORDS (ALSO BEING A MERGER OF ALL THE PARCELS SHOWN WITHIN THE PERIMETER OF THE PROPERTY)

OAKLAND, ALAMEDA COUNTY, CALIFORNIA  
AUGUST 2015

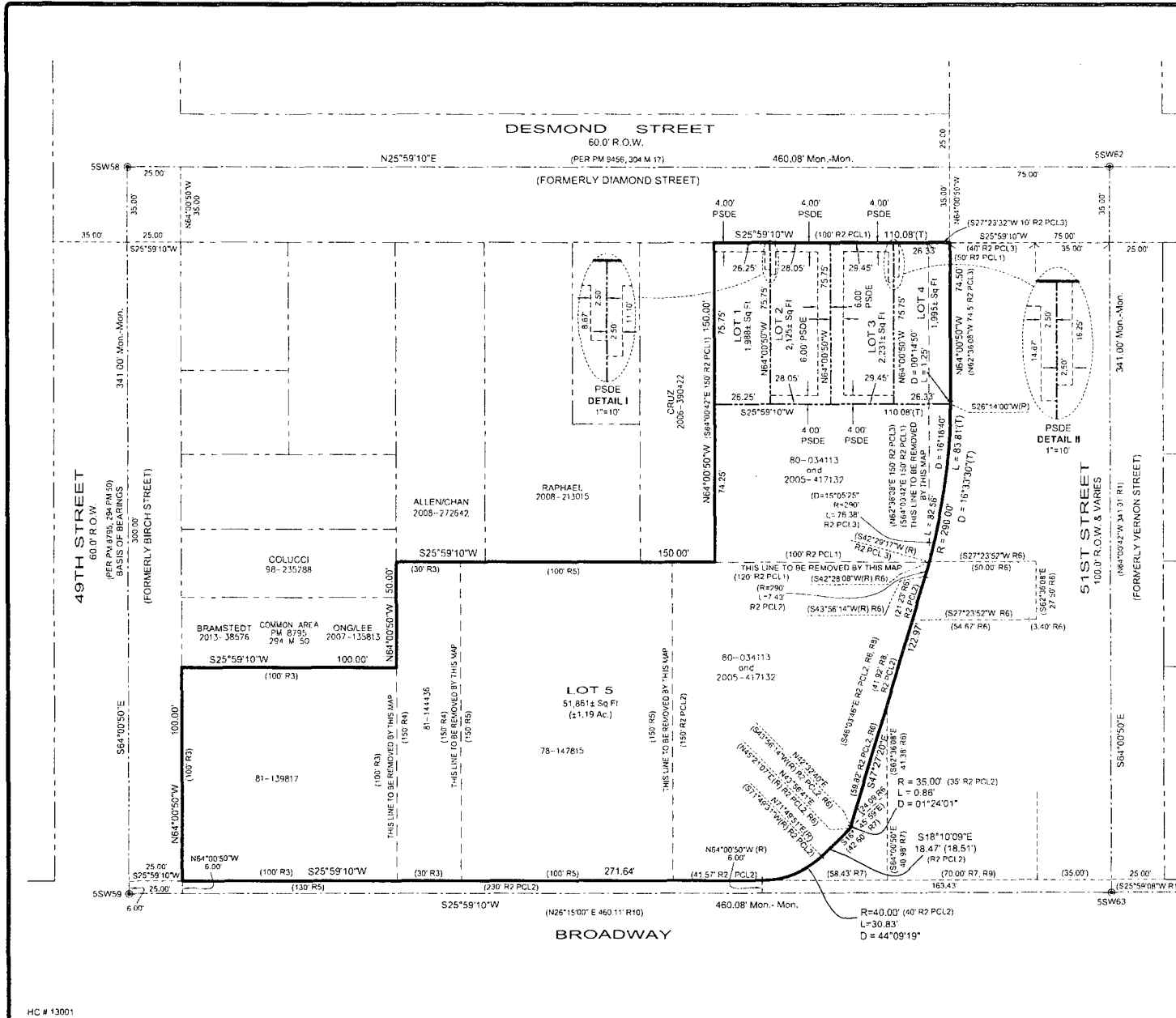


## LEGEND

- ⊙ FOUND STANDARD STREET MONUMENT
- SET REBAR & TAG L.S. 5452
- ( ) DENOTE RECORD INFO
- (T) DENOTES TOTAL
- R.O.W. RIGHT OF WAY
- PSDE PRIVATE STORM DRAIN EASEMENT
- EXTERIOR BOUNDARY LINE
- - - LOT LINE
- - - ADJACENT PROPERTY LINE
- - - ORIGINAL PARCEL LINE
- - - PSDE
- (R) RADIAL BEARING
- R1 RECORD INFORMATION PER PM 6870 (258 M 88)
- R2 RECORD INFORMATION PER 80-034113 AND 2005-417132
- R3 RECORD INFORMATION PER 81-139817
- R4 RECORD INFORMATION PER 81-144436
- R5 RECORD INFORMATION PER 78-147815
- R6 RECORD INFORMATION PER REEL 2387, IMAGE 517, SERIES No. 1969-44097
- R7 RECORD INFORMATION PER 8157 O.R. 213, SERIES No. AL95013
- R8 RECORD INFORMATION PER REEL 2387, IMAGE 520, SERIES No. 1969-44098
- R9 RECORD INFORMATION PER REEL 1869, IMAGE 941, SERIES No. AY127148
- R10 RECORD INFORMATION PER PM # 10265 (IN THE PROCESS OF BEING RECORDED BY ALAMEDA COUNTY).

## BASIS OF BEARINGS

THE BASIS OF BEARING IS BASED UPON THE MONUMENT LINE OF 49TH STREET AS SHOWN ON PARCEL MAP 8795, RECORDED IN BOOK 294 OF PARCEL MAPS, PAGE 50, OFFICIAL RECORDS OF ALAMEDA COUNTY, SAID BEARING IS TAKEN AS NORTH 64° 00' 50" WEST.





# **Exhibit B**

TEMESCAL APARTMENTS

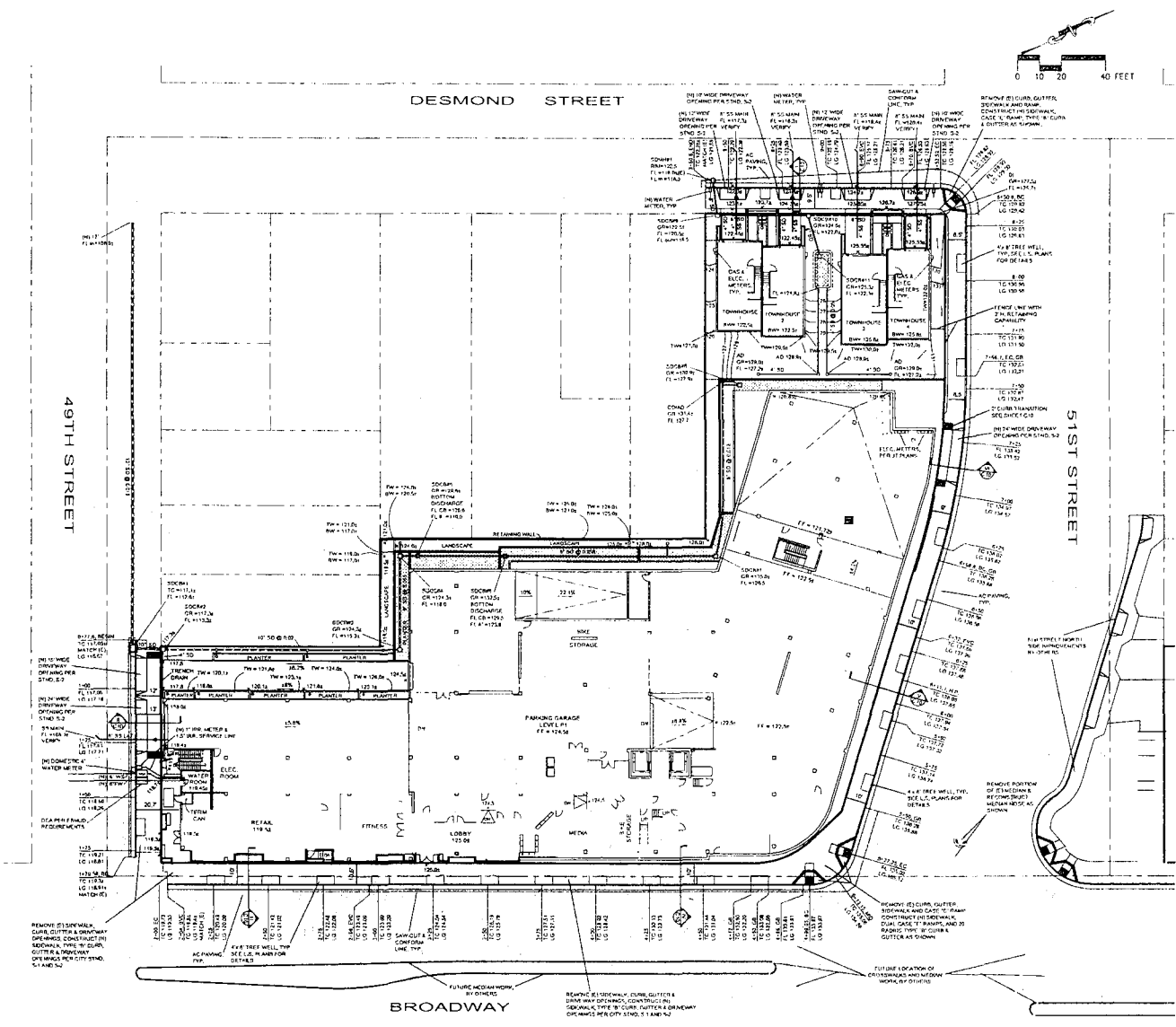
Tract 8185

4901 Broadway

Oakland, California







WATER SERVICES LOCATIONS AND SIZES SHOWN ON PLAN ARE SUBJECT TO ERMUD AND FIRE DEPARTMENT APPROVAL.

**NOTE:** SAW-CUT CONFORM PAVING LIMIT FOR NEW CURB & GUTTER SHOWN IS MINIMUM REQUIREMENT. FIELD ADJUSTMENT MAY BE MADE TO INSURE THAT FINAL PAVEMENT CROSS SLOPES ARE ACCEPTABLE TO CITY INSPECTOR.

**NOTE:** AC OVERLAY TO CENTERLINE OF ALL PUBLIC STREETS ABUTTING THE PROJECT SITE, IF REQUIRED BY CITY BASED ON FIELD CONDITIONS.

SEE SHEET C05 FOR CURB PROFILES AND C06 & C07 PUBLIC SIDEWALK GRADES AT DOORS.

brick.

ARCHITECT  
Lynn S.  
124 Columbia Street  
Brooklyn, NY 11201  
C05-001-01



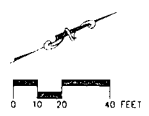
lemescal apartments  
tract 8185

1485 Broadway (see location)  
C05-001-01  
project number 13041  
sheet date 05.28.15  
register 1:1  
scale 1/2"=1'-0"  
date 06.09.2015

permit submittal  
GRADING AND  
DRAINAGE PLAN  
GARAGE LEVEL P1

PX 15000x

C03

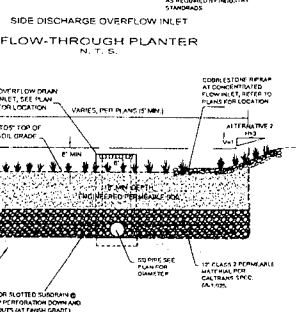
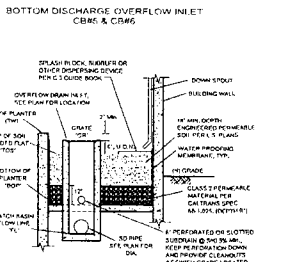
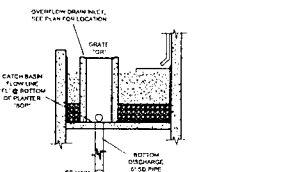


DESMOND STREET

49TH STREET

51ST STREET

BROADWAY



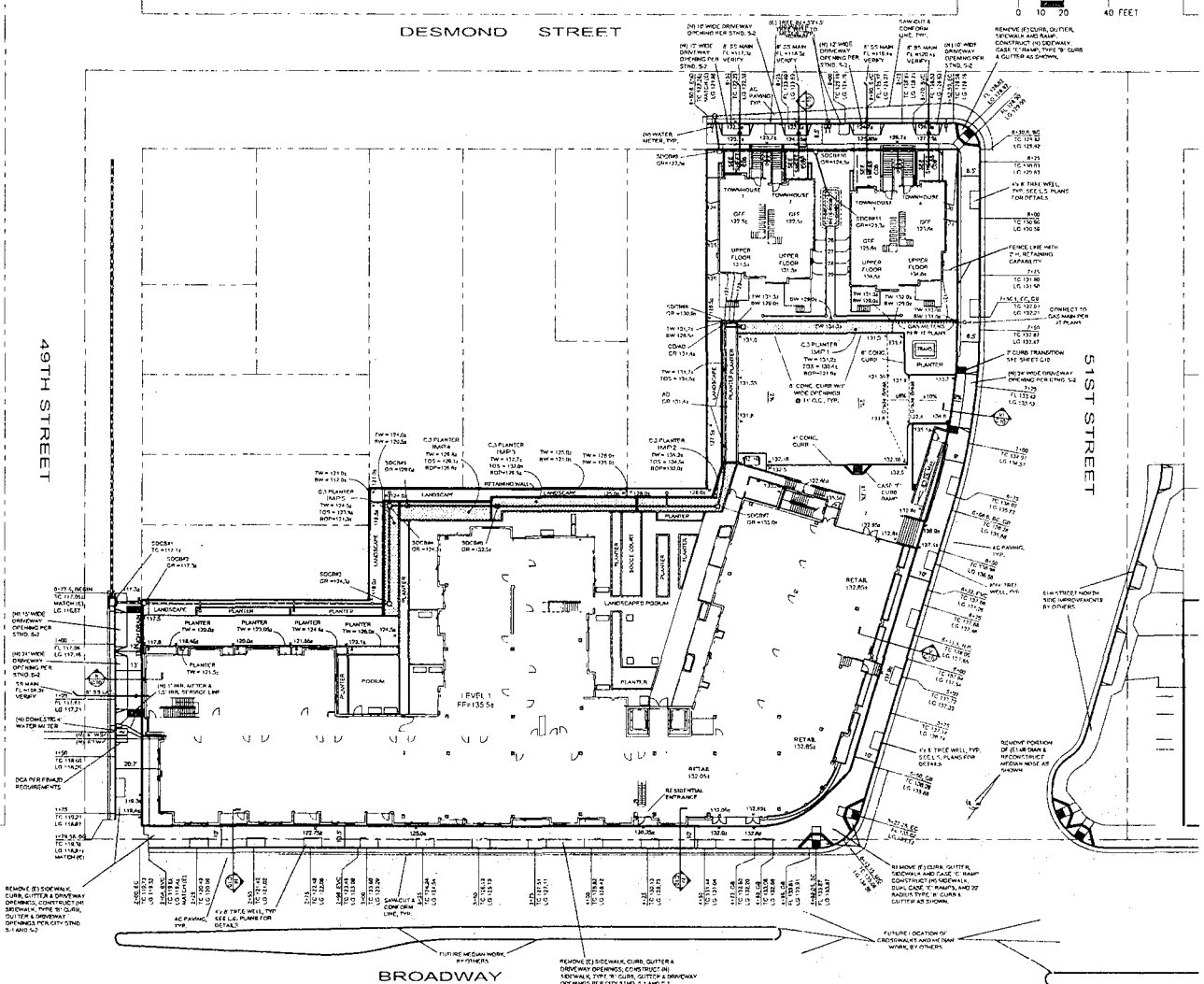
- PLANTER NOTES:**
1. REFER TO ALABAMA COUNTY CLEAN WATER PROGRAM'S 3 STOREY WATER TO CHIVAL GUIDANCE FOR THE FINISHED SOIL. NO SPECIFICATIONS FROM TO ORDERING THE MIX SOIL MIX SHALL HAVE MINIMUM LONG TERM INFLTRATION RATE 3.0 INCHES PER HOUR.
  2. ALL PERFORATED PIPES SHALL HAVE A MINIMUM DIAMETER OF 8" DIA. OR AS SHOWN ON DRAWING AND A MINIMUM OF TWO LINES OF THREE 3/4" DIA. HOLES PER LINEAL FOOT OF PIPE, FULLY SPACED ALONG THE PIPE.
  3. SEE ALABAMA COUNTY CLEAN WATER PROGRAM'S 3 STOREY WATER TECHNICAL GUIDANCE (TEAM 3) ATTACHED HERETO.
  4. PLANTER SURFACE SHALL BE GRASSY PLANT.
  5. ADDITIONAL ATTENTION SHOULD BE DIRECTED TO ENSURE ALL UNGRADED AREAS ARE W/OT ERODED AND STABILIZED BEFORE THE BIORETENTION FACILITIES ARE BROUGHT ONLINE.

WATER SERVICES LOCATIONS AND SIZES SHOWN ON PLAN ARE SUBJECT TO REBUILD AND FIRE DEPARTMENT APPROVAL

**NOTE:** SAW-CUT/ CONFORM PAVING LIMIT FOR NEW CURB & GUTTER SHOWN IS MINIMUM REQUIREMENT. FIELD ADJUSTMENT MAY BE MADE TO ENSURE THAT FINAL PAVEMENT CROSS SLOPES ARE ACCEPTABLE TO CITY INSPECTOR

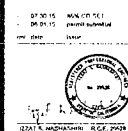
**NOTE:** AC OVERLAY TO CENTERLINE OF ALL PUBLIC STREETS ADJUTING THE PROJECT SITE. IF REQUIRED BY CITY BASED ON FIELD CONDITIONS.

SEE SHEET C05 FOR CURB PROFILES AND C06 & C07 PUBLIC SIDEWALK GRADES AT DOORS



PROJECT:  
NO. 10  
277 W. 10TH ST.  
BIRMINGHAM, AL 35203  
DATE: 08/15/15

CLIENT:  
100 Development  
100 10th St., 4th Fl.  
Birmingham, AL 35203



James R. McMillan  
Professional Engineer  
100 10th St., 4th Fl.  
Birmingham, AL 35203

permit submittal  
GRADING AND  
DRAINAGE PLAN  
LEVEL 1/1

PX 15000xx

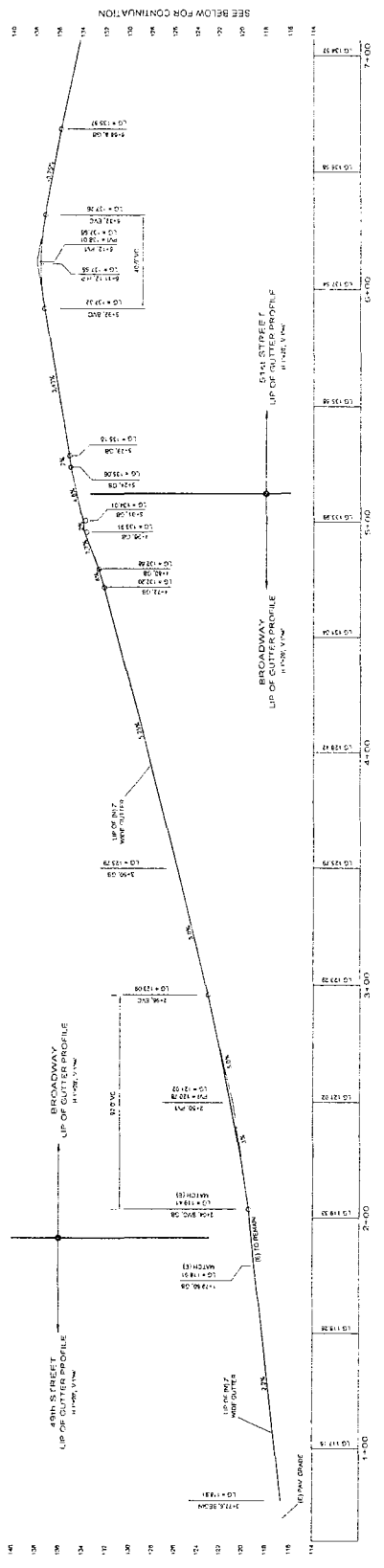
ARCHITECT  
 1000 W. 10th Street  
 Suite 100  
 Minneapolis, MN 55401  
 Phone: 612.338.1111  
 Fax: 612.338.1112  
 Website: www.drick.com



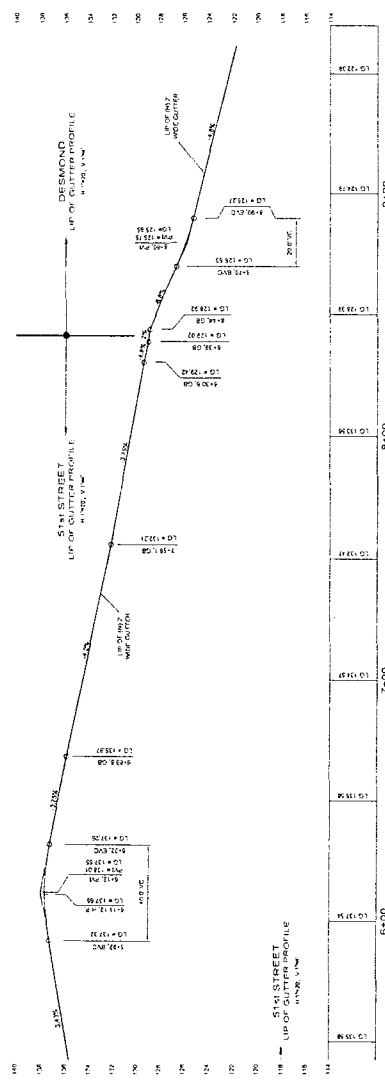
DATE: 08/27/14  
 DRAWN BY: [Signature]  
 CHECKED BY: [Signature]  
 PROJECT: Temescal  
 TRACT: 8185  
 SHEET: 150000X  
 PERMIT SUBMITTAL  
 PROFILES

C05

PX 15000X



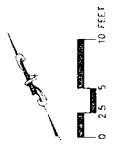
SEE BELOW FOR CONTINUATION



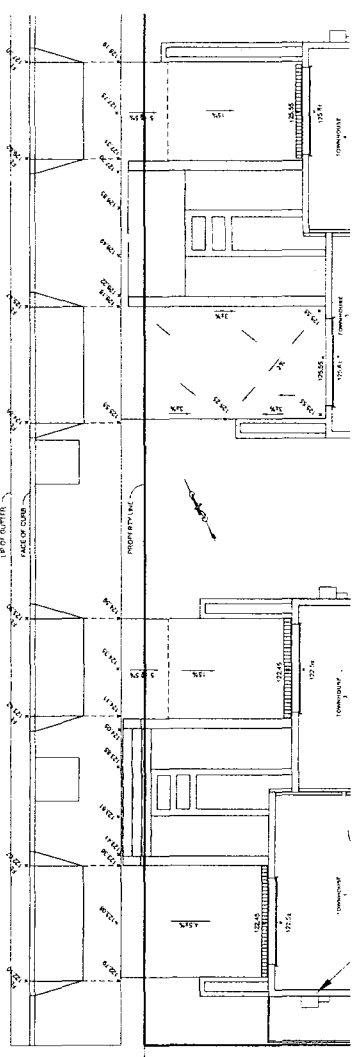
SEE ABOVE FOR CONTINUATION

Drick

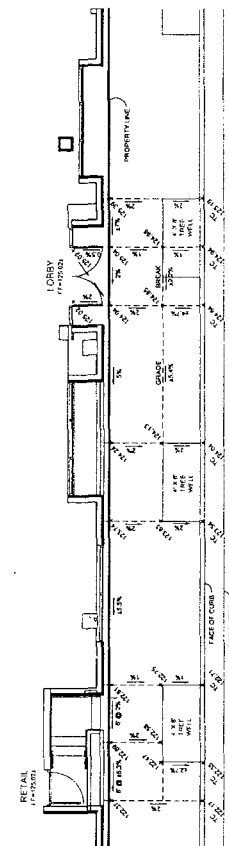
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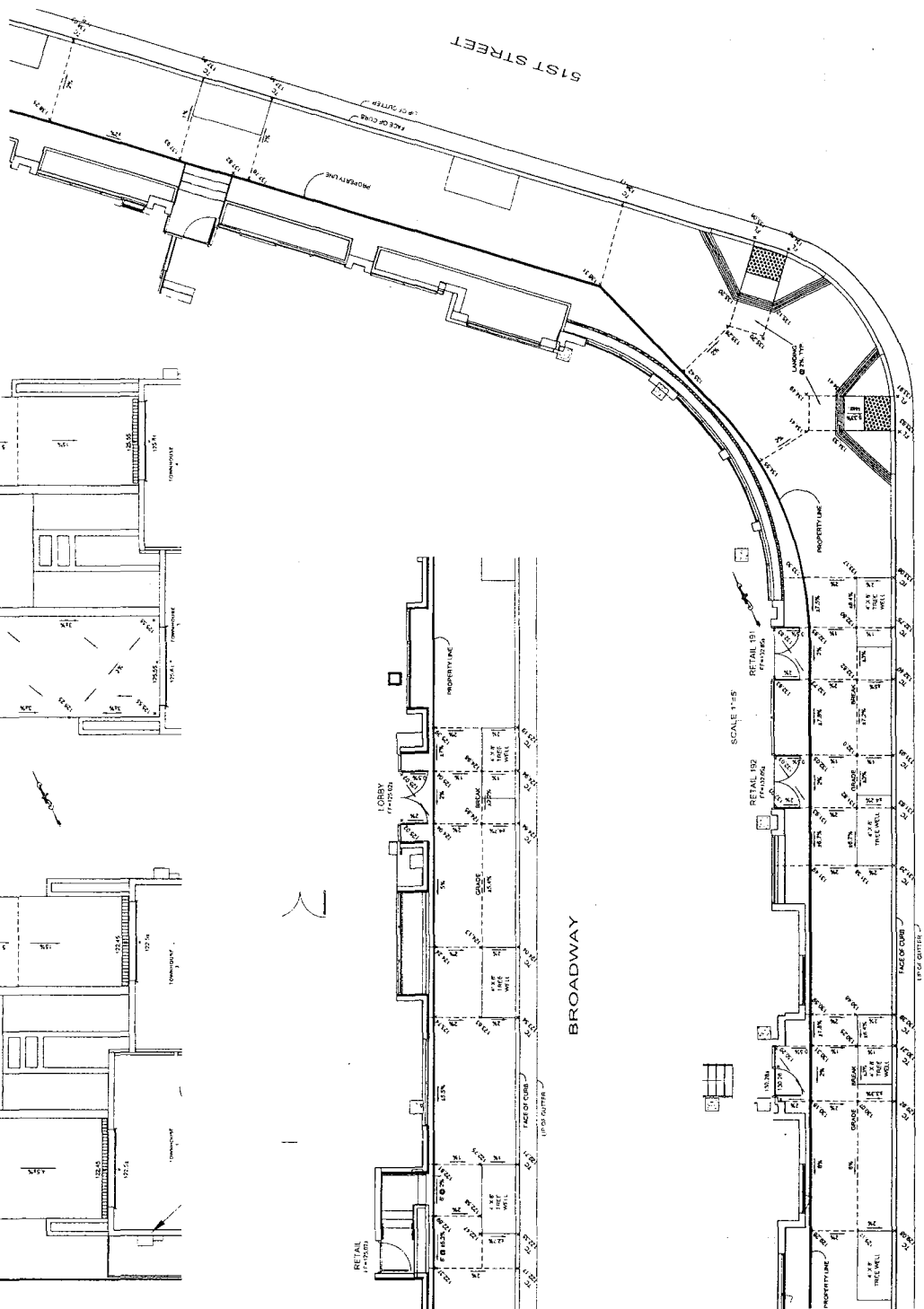
DESMOND STREET



2



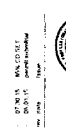
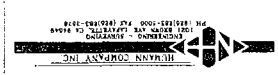
BROADWAY



51ST STREET

ARCHITECT:  
BRICK ARCHITECTURE  
1001 BROADWAY, 15TH FLOOR  
NEW YORK, NY 10019  
WWW.BRICKARCHITECT.COM

CLIENT:  
HOMERICAL APARTMENTS  
11001 BROADWAY, 15TH FLOOR  
NEW YORK, NY 10019



DATE: NOVEMBER 16, 2011  
PROJECT NUMBER: 1001  
DRAWING NUMBER: 1001-01-01  
SCALE: AS SHOWN

permitted submittal  
HOMERICAL APARTMENTS  
11001 BROADWAY

permit submittal  
PUBLIC SIDEWALK  
GRADING AT ENTRY  
POINTS

ARCHITECT  
DRICK ARCHITECTURE  
1000 MARKET AVENUE  
SUITE 200  
SAN FRANCISCO, CA 94102  
TEL: 415.774.1111  
WWW.DRICKARCHITECT.COM

0 2.5 5 10 FEET

HUBBARD COMPANY INC.  
CONCRETE - ERECTION - GRADING  
1000 MARKET AVENUE SUITE 200  
SAN FRANCISCO, CA 94102  
TEL: 415.774.1111  
WWW.HUBBARDCOMPANY.COM

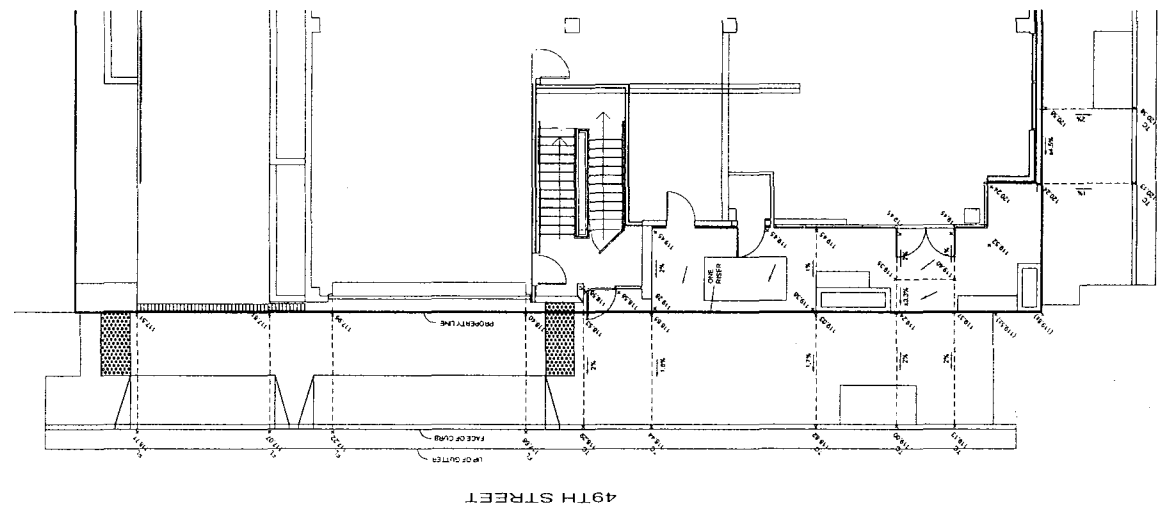
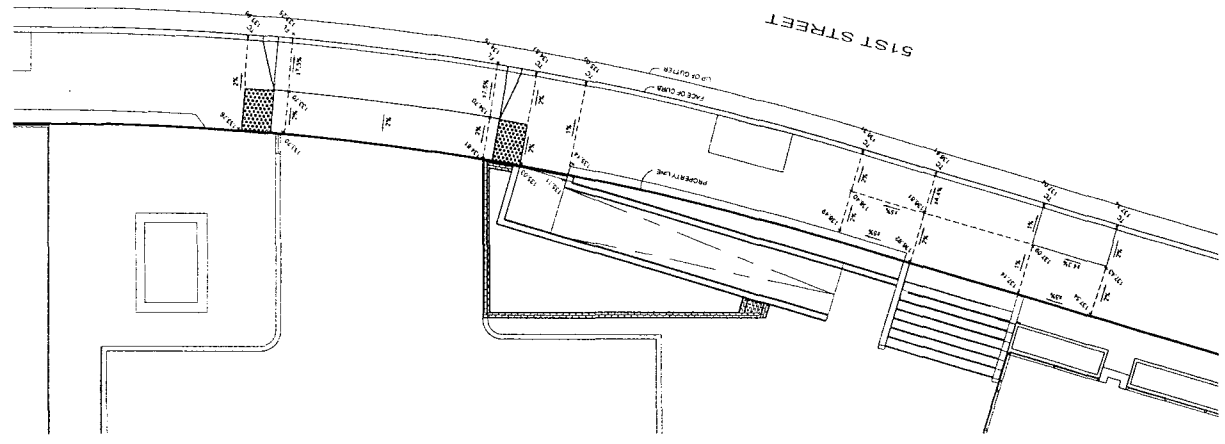
NO. 2014  
DATE: 01/11/11  
SCALE: AS SHOWN  
PROJECT: 1000 MARKET AVENUE  
S.F. 2014  
DRAWN: JAC

REVISIONS  
DATE: 01/11/11  
BY: JAC

permit: submittal  
PUBLIC SIDEWALK  
GRADING AT ENTRY  
POINTS

PX 15000XK

C07



DRICK ARCHITECTURE, 1000 MARKET AVENUE, SUITE 200, SAN FRANCISCO, CA 94102, TEL: 415.774.1111, WWW.DRICKARCHITECT.COM



APPROVED:  
 [Signature]  
 [Title]  
 [Date]



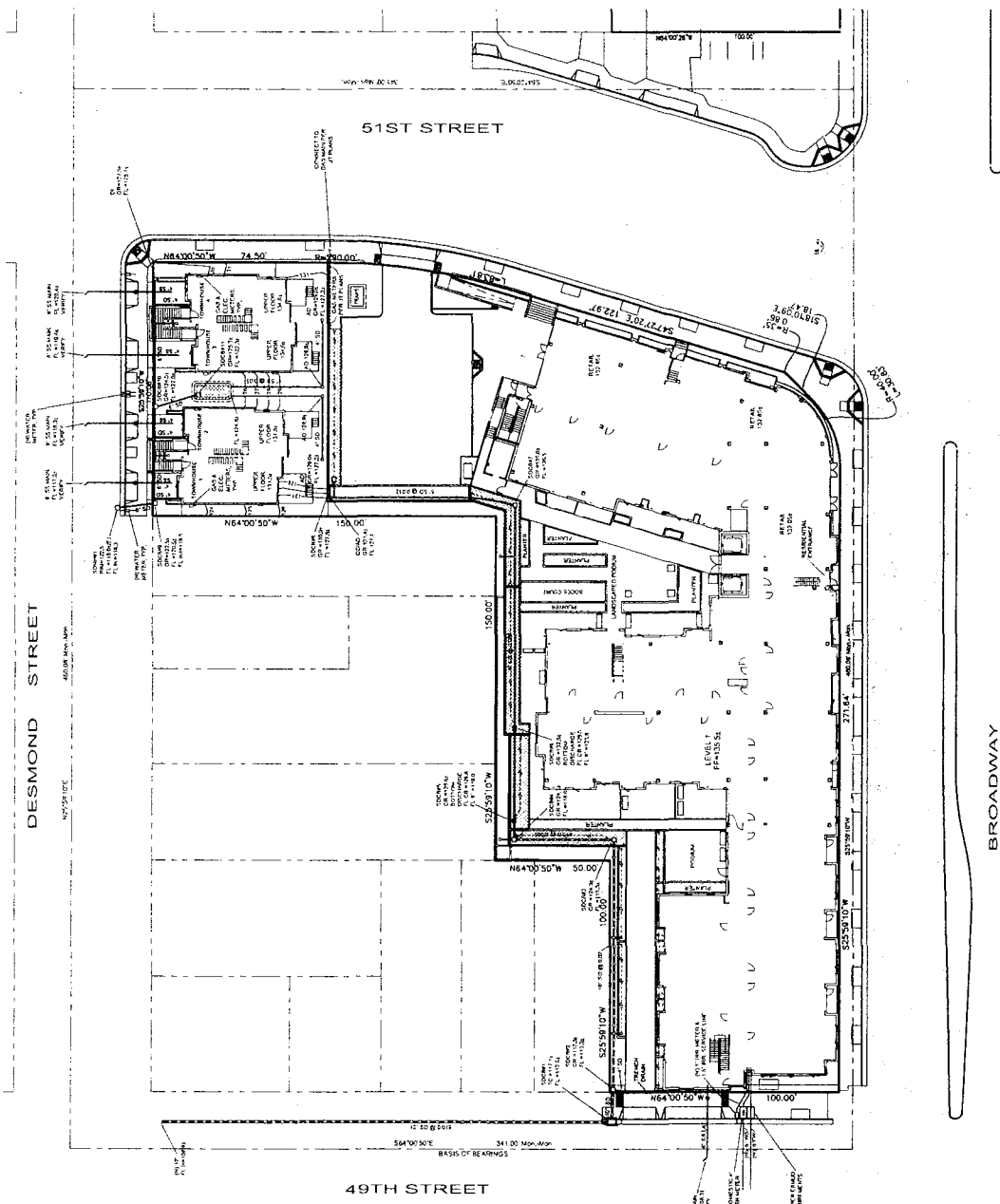
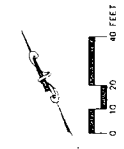
DATE: 11/15/2011  
 SHEET: 11 OF 11  
 PROJECT: [Project Name]  
 DRAWING: [Drawing Name]

DESIGNED BY: [Name]  
 CHECKED BY: [Name]  
 PERMITTED BY: [Name]  
 TRACT: 8185

permit submittal  
 UTILITY PLAN

C08

DRICK



**STORM DRAIN NOTES**  
 1. UNLESS OTHERWISE NOTED, ALL PRIVATE STORM DRAIN PIPE SHALL BE PVC 30" RIBBED 15' SPAN WITH 12" MIN. COVER. ALL PUBLIC STORM DRAIN PIPE SHALL BE CONFORM TO THE CITY OF CHICAGO SPECIFICATIONS FOR STORM DRAIN PIPE.  
 2. PROPOSED STORM DRAIN SHALL BE INSTALLED IN ACCORDANCE WITH THE CITY OF CHICAGO SPECIFICATIONS FOR STORM DRAIN PIPE.  
 3. REFER TO THE CHICAGO SPECIFICATIONS FOR STORM DRAIN PIPE AND STRUCTURAL DETAILS FOR ANY ADDITIONAL INFORMATION AND DETAILS.

**STORM DRAIN SCHEDULE**

NO.	TYPE	SIZE	LENGTH	START ELEVATION	END ELEVATION	INVERT ELEVATION	MANHOLE	MANHOLE ELEVATION	MANHOLE TYPE	MANHOLE SIZE	MANHOLE DEPTH	MANHOLE COVER	MANHOLE FRAME	MANHOLE RINGS	MANHOLE MATERIAL	MANHOLE FINISH	MANHOLE COLOR	MANHOLE WEIGHT	MANHOLE TYPE	MANHOLE SIZE	MANHOLE DEPTH	MANHOLE COVER	MANHOLE FRAME	MANHOLE RINGS	MANHOLE MATERIAL	MANHOLE FINISH	MANHOLE COLOR	MANHOLE WEIGHT
1	12"	12"	10.00'	121.00	121.00	121.00	1	121.00	1	12"	12"	12"	12"	12"	12"	12"	12"	12"	12"	12"	12"	12"	12"	12"	12"	12"	12"	12"
2	12"	12"	10.00'	121.00	121.00	121.00	2	121.00	2	12"	12"	12"	12"	12"	12"	12"	12"	12"	12"	12"	12"	12"	12"	12"	12"	12"	12"	12"

PX 15000AX

Small text at the bottom of the page, likely a disclaimer or copyright notice.

brick

ARCHITECT  
 HUMAN COMPANY INC.  
 1100 BROADWAY, SUITE 1000  
 NEW YORK, NY 10018  
 TEL: 212 693 1000  
 FAX: 212 693 1001  
 WWW.HUMANCOMPANY.COM



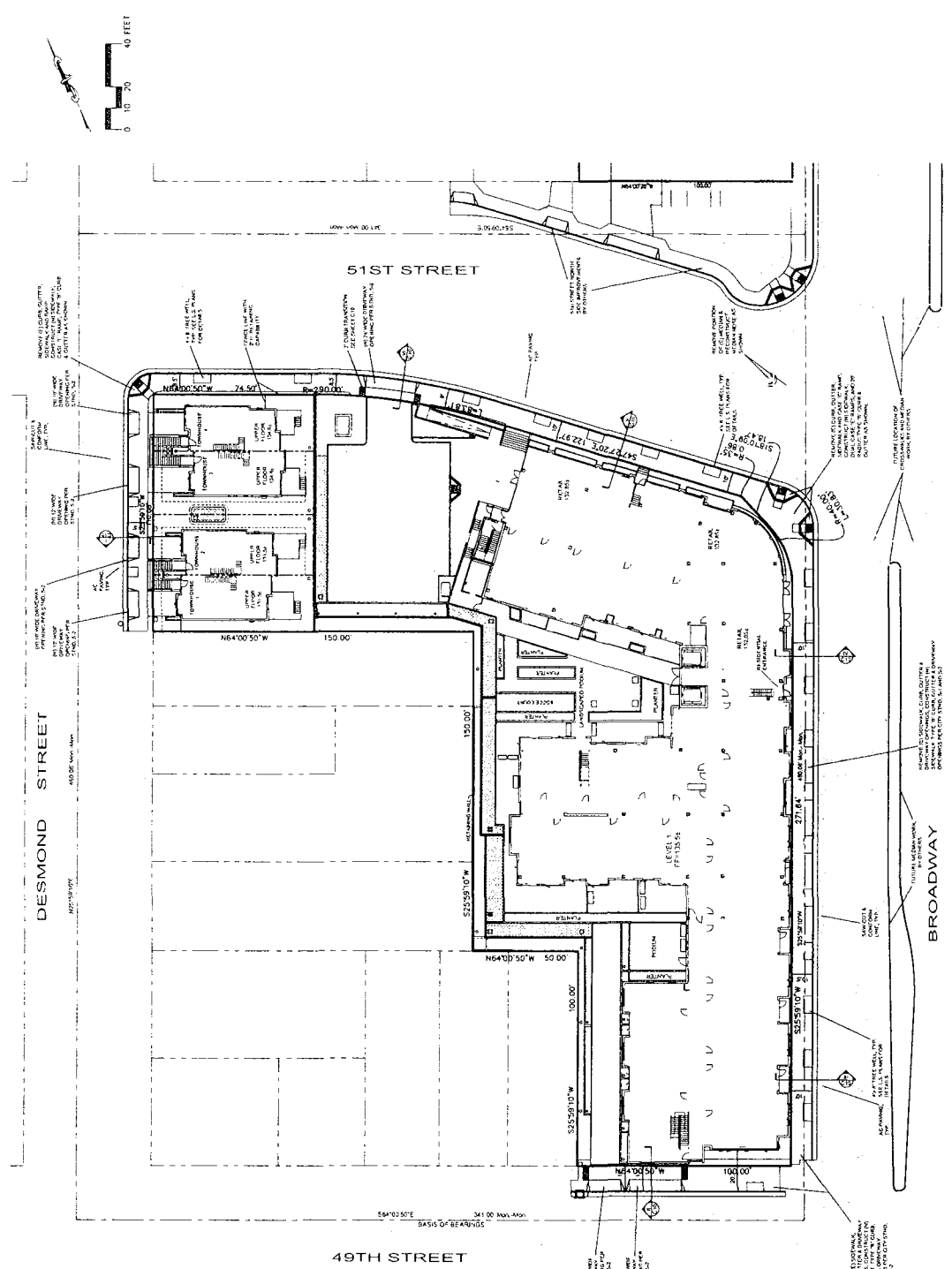
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 SHEET: 1100B-01  
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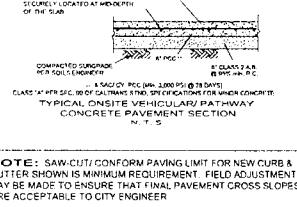
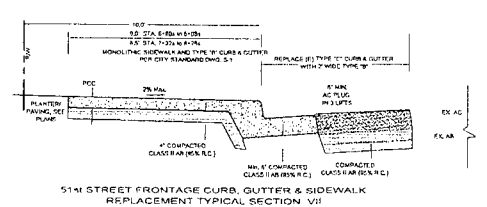
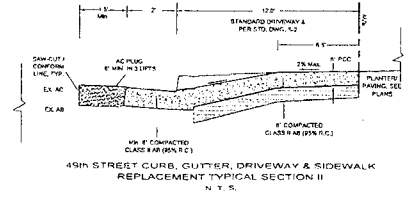
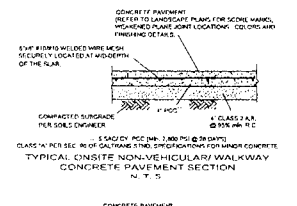
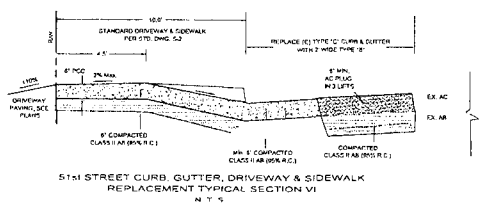
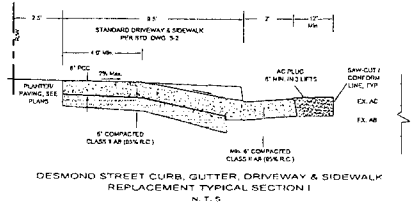
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 SHEET: 1100B-01  
 SCALE: 1/8" = 1'-0"

permit submittal  
 SITE, SIGNAGE AND  
 STRIPING PLAN

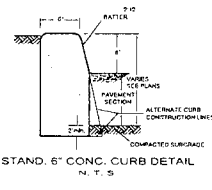
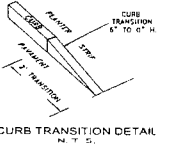
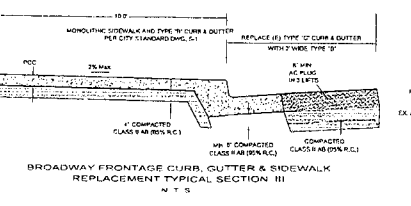
C09

PX 15000xx





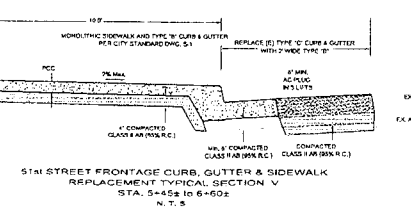
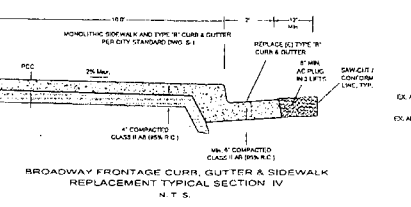
**NOTE:** SAW-CUTS CONFORM PAVING LIMIT FOR NEW CURB & GUTTER SHOWN IS MINIMUM REQUIREMENT. FIELD ADJUSTMENT MAY BE MADE TO ENSURE THAT FINAL PAVEMENT CROSS SLOPES ARE ACCEPTABLE TO CITY ENGINEER.



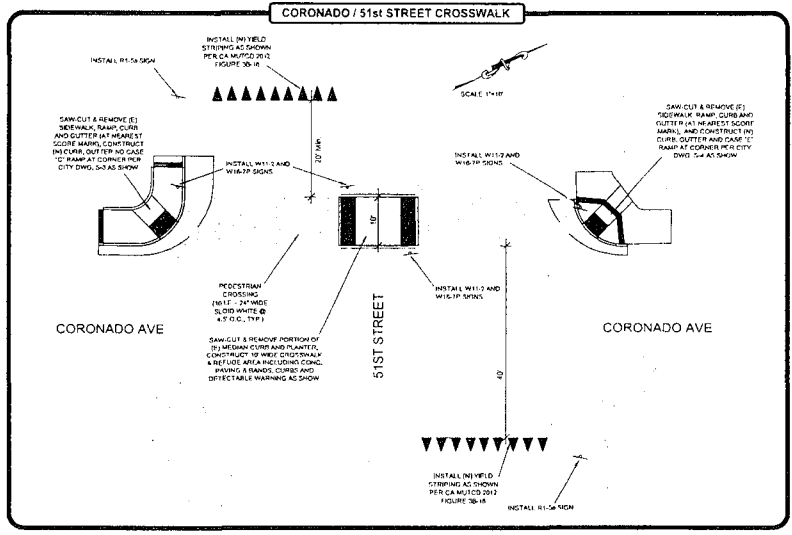
**THICKENED CONCRETE WALK EDGE**  
N.T.S.

PAVING USE	T	D	W
VEHICULAR	4	12	6
NON-VEHICULAR	4	6	6

\*\* USE EXG OTHERWISE NOTED ON PLANS



CONTRACTOR SHALL PROVIDE AND COMPACT CLASS #4 AB FOR ANY PORTION OF AREAS/ SECTIONS NOTED TO HAVE EXISTING AB SHOULD FIELD VERIFICATION SHOWS THAT THE EXISTING AB SECTION DOES NOT MEET THE MINIMUM REQUIREMENTS.



**brick.**

**ARCHITECT**  
Ralph W.  
529 Jackson Street  
Berkeley, CA 94710  
415.863.8187  
www.rwb.com

**CLIENT**  
1114 Development  
1114 Development  
1114 Development  
1114 Development  
1114 Development

**CONTRACTOR**  
KUMANN COMPANY, INC.  
1000 UNIVERSITY AVENUE, SUITE 100  
BERKELEY, CA 94710  
415.863.8187

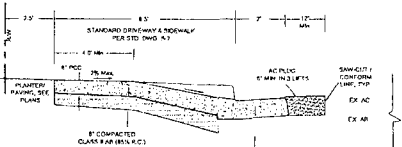
**DATE**  
07.30.15  
08.01.15  
08.01.15  
08.01.15  
08.01.15

**PROJECT**  
temescal  
apartments  
tract 8185

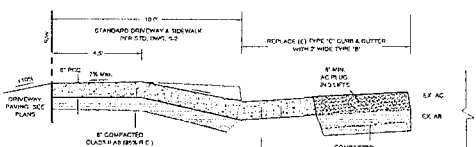
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SCALE 1"=10'  
SCALE 1"=10'

**PERMIT**  
permit submittal

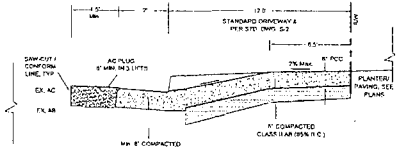
**SECTION, DETAILS AND CORONADO/51st STREET CROSSWALK**



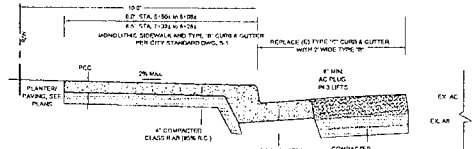
DESMOND STREET CURB, GUTTER, DRIVEWAY & SIDEWALK REPLACEMENT TYPICAL SECTION I  
N.T.S.



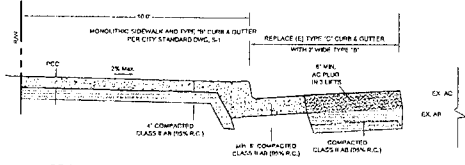
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N.T.S.



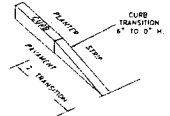
49th STREET CURB, GUTTER, DRIVEWAY & SIDEWALK REPLACEMENT TYPICAL SECTION II  
N.T.S.



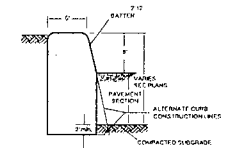
51st STREET FRONTAGE CURB, GUTTER & SIDEWALK REPLACEMENT TYPICAL SECTION VII  
N.T.S.



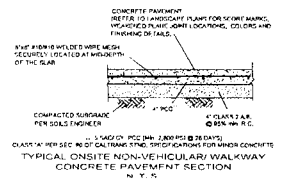
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N.T.S.



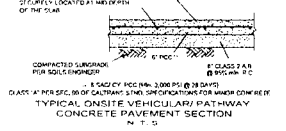
CURB TRANSITION DETAIL  
N.T.S.



STAND. 6" CONG. CURB DETAIL  
N.T.S.

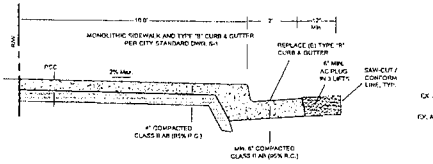


TYPICAL CONSITE NON-VEHICULAR WALKWAY CONCRETE PAVEMENT SECTION  
N.T.S.

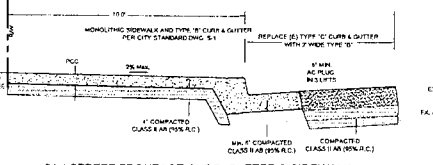


TYPICAL CONSITE VEHICULAR/PAT-HWAY CONCRETE PAVEMENT SECTION  
N.T.S.

NOTE: SAWCUT/CONFORM PAVING LIMIT FOR NEW CURB & GUTTER SHOWN IS MINIMUM REQUIREMENT. FIELD ADJUSTMENT MAY BE MADE TO ENSURE THAT FINAL PAVEMENT CROSS SLOPES ARE ACCEPTABLE TO CITY ENGINEER.

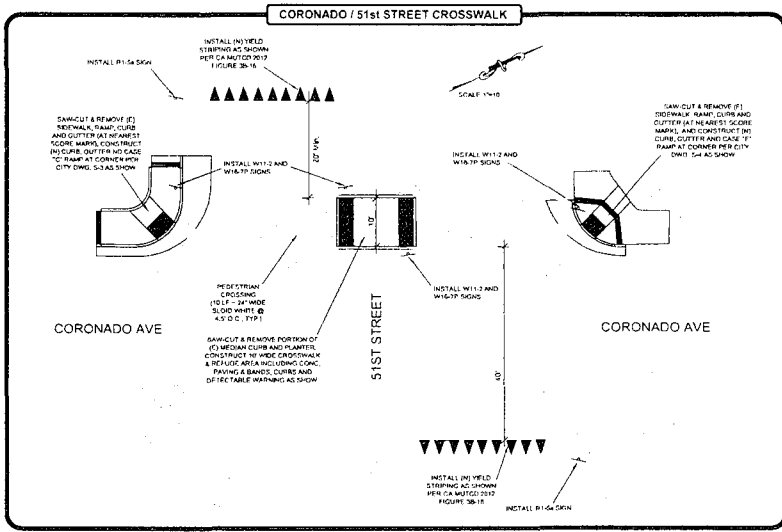


BROADWAY FRONTAGE CURB, GUTTER & SIDEWALK REPLACEMENT TYPICAL SECTION IV  
N.T.S.



51st STREET FRONTAGE CURB, GUTTER & SIDEWALK REPLACEMENT TYPICAL SECTION V  
STA. 5+45.8 TO 6+60.2  
N.T.S.

CONTRACTOR SHALL PROVIDE AND COMPACT CLASS II AB FOR ANY PORTION OF AREAS NOTED TO HAVE EXISTING AB SHOULD FIELD VERIFICATION SHOWS THAT THE EXISTING AB SECTION DOES NOT MEET THE MINIMUM REQUIREMENTS.



PAVING USE	T	D	W
VEHICULAR	C	12	6
NON-VEHICULAR	V	6	6

\*\* UNLESS OTHERWISE NOTED ON PLANS THICKENED CONCRETE WALK EDGE  
N.T.S.

brick

ARCHITECT  
1900 S. 1st  
2000 Lincoln Street  
Portland, OR 97217  
503.241.1717  
www.503-241-1717.com

CLIENT  
City of Portland  
111 S. Oak Street  
Portland, OR 97204



07.28.18  
08.01.18  
08.01.18  
08.01.18



temescal  
apartments  
tract 6185

4801 Broadway Ave. Clatsop  
Clatsop DE 1  
project number: 13001  
file date: 05.28.15  
preparer: AJS  
scale: as noted  
date: 08.01.2015

permit submittal  
SECTIONS, DETAILS  
AND CORONADO/51st  
STREET CROSSWALK

PX 1500xx

C10

**TYPE 'A'**      **TYPE 'B'**

**TYPE 'C'**      **TYPE 'D'**

**PROFILE**  
NOTE:  
1. Curb height as shown on plan  
2. Slope as shown on plan  
3. Gutter width as shown on plan  
4. Concrete curb and gutter  
5. Concrete curb and gutter  
6. Concrete curb and gutter

CITY OF OAKLAND      DESIGN AND CONSTRUCTION SERVICES DEPARTMENT  
**CONCRETE CURB AND GUTTER**  
SHEET 1 OF 8      8-1

**PERSPECTIVE**

**GENERAL NOTES**  
1. All concrete shall be cast in place.  
2. Concrete shall be finished and cured.  
3. Concrete shall be placed on a prepared subgrade.  
4. Concrete shall be placed within 24 hours of the time of placement.  
5. Concrete shall be placed at a minimum depth of 4 inches.  
6. Concrete shall be placed at a minimum depth of 4 inches.  
7. Concrete shall be placed at a minimum depth of 4 inches.  
8. Concrete shall be placed at a minimum depth of 4 inches.  
9. Concrete shall be placed at a minimum depth of 4 inches.  
10. Concrete shall be placed at a minimum depth of 4 inches.

**RESIDENTIAL CONCRETE DRIVEWAY**

CITY OF OAKLAND      ENGINEERING DESIGN SERVICES DIVISION  
**CONCRETE DRIVEWAY**  
SHEET 2 OF 2      8-2

**CASE 'C' RAMP**

**CASE 'C' AT CORNER**

**CURB RAMP DETAILS**  
SHEET 1 OF 8  
CASE 'C' RAMP

CITY OF OAKLAND      DESIGN AND CONSTRUCTION SERVICES  
**CURB RAMP DETAILS**  
SHEET 1 OF 8  
CASE 'C' RAMP

**CASE 'E' RAMP (DIAGONAL)**

**DUAL CASE 'E' RAMPS AT ONE CORNER IN DIRECTION OF CROSSWALK**

**CURB RAMP DETAILS**  
SHEET 2 OF 8  
CASE 'E' RAMP

CITY OF OAKLAND      DESIGN AND CONSTRUCTION SERVICES  
**CURB RAMP DETAILS**  
SHEET 2 OF 8  
CASE 'E' RAMP

**TYPICAL CASE 'E' SECTION**

**TYPICAL CASE 'E' SECTION**

**CURB RAMP DETAILS**  
SHEET 4 OF 8  
TYPICAL SECTIONS

CITY OF OAKLAND      DESIGN AND CONSTRUCTION SERVICES DEPARTMENT  
**CURB RAMP DETAILS**  
SHEET 4 OF 8  
TYPICAL SECTIONS

**BLow VIEW OF DETECTABLE WARNING DOME**

**DETECTABLE WARNING DOME**

**CURB RAMP DETAILS**  
SHEET 5 OF 8  
DETECTABLE WARNINGS

CITY OF OAKLAND      DESIGN AND CONSTRUCTION SERVICES  
**CURB RAMP DETAILS**  
SHEET 5 OF 8  
DETECTABLE WARNINGS

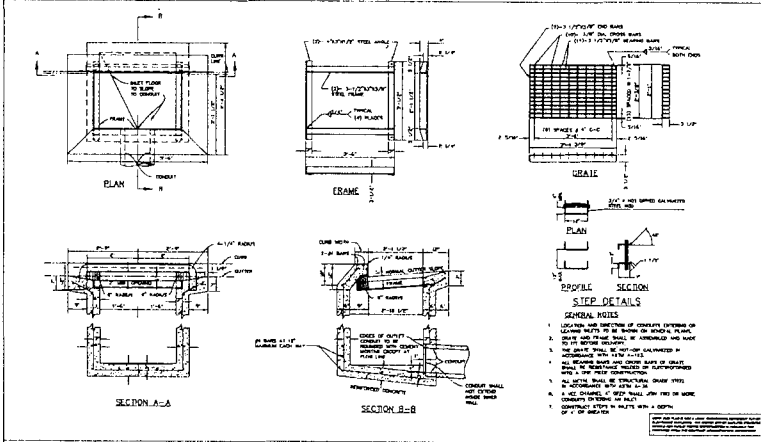
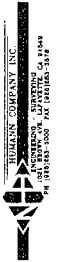
**CASE 'C' CURB RAMP NOTES**

**CASE 'E' CURB RAMP NOTES**

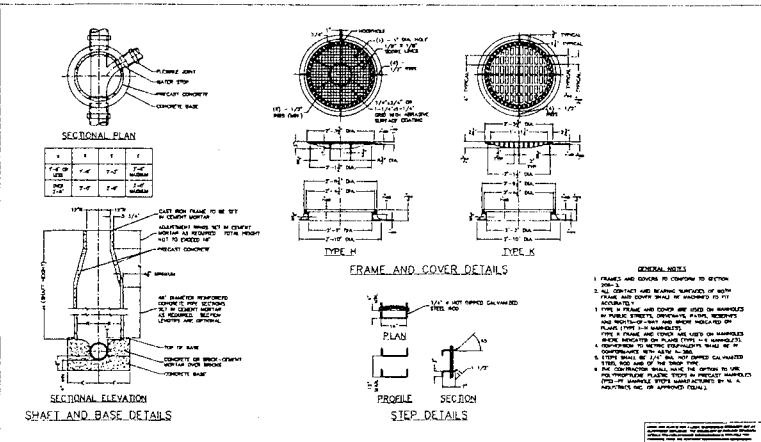
**GENERAL CURB RAMP NOTES**

**CURB RAMP DETAILS**  
SHEET 6 OF 8  
GENERAL NOTES

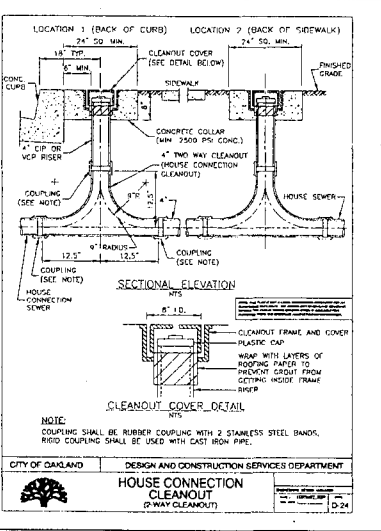
CITY OF OAKLAND      ENGINEERING DESIGN DIVISION  
**CURB RAMP DETAILS**  
SHEET 6 OF 8  
GENERAL NOTES



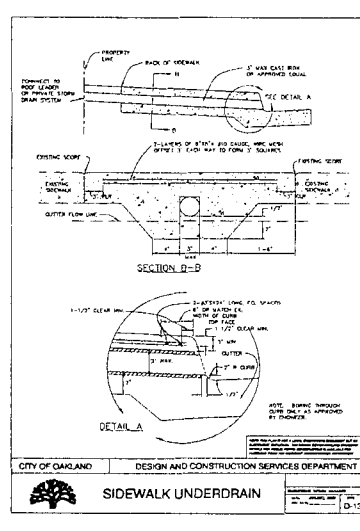
CITY OF OAKLAND DESIGN AND CONSTRUCTION SERVICES DEPARTMENT  
**TYPE "B" INLET** D-4



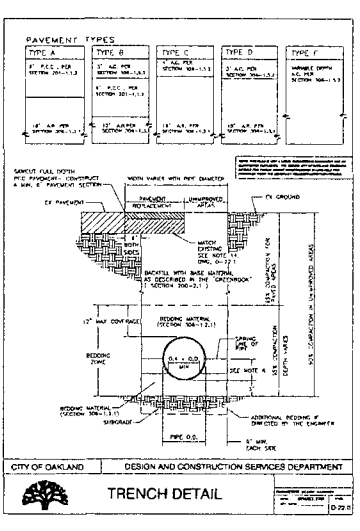
CITY OF OAKLAND DESIGN AND CONSTRUCTION SERVICES DEPARTMENT  
**MANHOLE TYPE 1** D-11



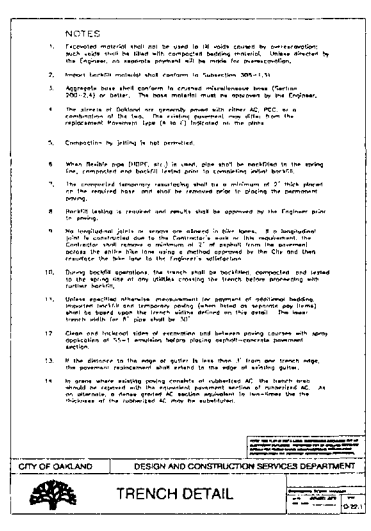
CITY OF OAKLAND DESIGN AND CONSTRUCTION SERVICES DEPARTMENT  
**HOUSE CONNECTION CLEANOUT (2-WAY CLEANOUT)** D-24



CITY OF OAKLAND DESIGN AND CONSTRUCTION SERVICES DEPARTMENT  
**SIDEWALK UNDERDRAIN** D-13



CITY OF OAKLAND DESIGN AND CONSTRUCTION SERVICES DEPARTMENT  
**TRENCH DETAIL** D-20



CITY OF OAKLAND DESIGN AND CONSTRUCTION SERVICES DEPARTMENT  
**TRENCH DETAIL** D-21

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# Exhibit C

SUBDIVISION IMPROVEMENT AGREEMENT

4901 Broadway

Final Map No. 8185

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

**City of Oakland  
Public Works Department  
Dalziel Administration Building  
250 Frank H. Ogawa Plaza – 4th 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**

**4901 Broadway**

**Final Map No. 8185**

This SUBDIVISION IMPROVEMENT AGREEMENT (“**Agreement**”), dated as of \_\_\_\_\_, 2015 (“**Effective Date**”), is entered into by and between the City of Oakland, a California municipal corporation (“**CITY**”), and SRM Development LLC, a California limited liability company (no. 201515910070) (“**SUBDIVIDER**”), with reference to the following facts and circumstances:

**RECITALS**

- A. SUBDIVIDER is the owner in fee title and subdivider of nine (9) lots located within the corporate limits of the CITY, which are identified by the Alameda County Assessor as parcel numbers 013-1136-010, 013-1136-021, 013-1136-022-01, 013-1136-004-02, 013-1136-005-05, 013-1136-008-04, 013-1136-009-02, 013-1136-022-01, and 013-1136-012, and by the CITY as 4901 Broadway.
- B. SUBDIVIDER has presented a proposed Final Map to the City, identified as Final Map No. 8185, which proposes a subdivision of previously subdivided lots of this platted land into five (5) developable lots (“**Final Map**”).
- C. As a condition precedent to the CITY’s approval of the proposed Final Map, the CITY requires the construction of public infrastructure improvements off-site in the CITY right-of-way that customarily include, but are not limited to, grading, paving, striping and lettering, curbs, gutters and sidewalks, trees, landscaping and irrigation, retaining walls, storm drains and sanitary sewers, street name and public transportation signs, survey monuments, electricity, communication, water, and natural gas utility mains and branch



pipng and wiring, fire hydrants, street light electroliers, traffic control and curb parking signs, signals and meters, and all appurtenances thereto (“**Public Infrastructure Improvements**”).

- 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 PX1500014 and included in *Exhibit A*, attached hereto and incorporated herein.
- E. Construction of the required Public Infrastructure Improvements, however, has not commenced nor has it been accepted by the CITY. Consequently and in consideration of the approval of the proposed Parcel Map and acceptance of the irrevocable offers of dedication of public right-of-way and easements and acceptance of the permanent maintenance of the required Public Infrastructure Improvements, the parties desire to establish an Agreement binding the 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 SUBDIVIDER agree as follows:

**1. Approval of Final Map No. 8185**

Approval of Final Map No. 8185 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**

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 A* 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 Chapter 16.16 – Design Standards and in Standard Details for Public Works Construction and Standard Specifications for Public Works Construction, current editions.

**B.** The time duration for the completion of required Public Infrastructure Improvements, as set forth in Section 4 below, shall include allowance for construction workday delays attributable to consecutive and intermittent inclement weather, as has been recorded by the United States Weather Bureau for the CITY and surrounding area and seasonally averaged

for the previous ten years.

C. Hours, days, and months of operation and control of public nuisance conditions for the construction of required Public Infrastructure Improvements shall conform to the requirements of all CITY Conditions of Approval for the project and the Oakland Municipal Code, including section 15.04.780 and subsections 3304.6 and 3304.11. No work shall be performed on Saturdays or Sundays or holidays nor commence before 8:00 am local time nor be performed after 5:00 pm local time without the written authorization of the City Engineer.

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

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

#### **4. Completion of Public Infrastructure Improvements**

A. All construction of required Public Infrastructure Improvements shall be completed by 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 A* 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 SUBDIVIDER to an extension under this Section 4B.

C. An extension may be granted without notice to 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, 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 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 these improvements as set forth below in Sections 7, Maintenance of Public Infrastructure Improvements, and 8, Guarantee of Workmanship and Warranty of Equipment, Materials, and Expertise.

**6. Responsibility for Dedications and Public Infrastructure Improvements**

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

**7. Maintenance of Public Infrastructure Improvements**

Until one (1) year has elapsed following unconditional issuance of the Certificate of Completion, 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 one (1) year 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 as specified in *Exhibit A* and set forth above 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, SUBDIVIDER shall make changes at its sole expense necessary to assure conformance with said standards and criteria.

**9. Inspection of Construction**

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

indicating the construction and equipment and materials, or any part thereof, comply with the requirements and conditions of this Agreement, or acceptance of the whole or any part of the construction and materials, or payments thereof, or any combinations, or any combination, or all of these acts shall not relieve 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 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 on-site and off-site required public infrastructure improvements for permanent maintenance, 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 SUBDIVIDER fails to perform its obligations under this Agreement, SUBDIVIDER consents to the reversion to acreage of the land which is the subject of this Agreement pursuant to Government Code section 66499.16 and to bear all applicable costs.

#### **12. Property Acquisition**

If SUBDIVIDER is unable to acquire property required for the construction of required improvements, 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 Two Hundred Sixty Five thousand Dollars (**\$265,000**), 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 SUBDIVIDER; and

2. **Labor and Materials Bond** in a face amount not less than One Hundred Thirty Two Thousand and Five Hundred Dollars (**\$132,500**), 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 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 permit, the following security shall be presented:

**Maintenance Bond** in a face amount not less than Sixty Six Thousand and Two Hundred Fifty (**\$66,250**), which is one-quarter (twenty-five percent) of the full amount of the City Engineer's total estimated cost for constructing the required on-site and off-site public infrastructure improvements, to secure faithful performance of Sections 7, Maintenance of Public Infrastructure Improvements, and 8, Guarantee of Workmanship and Warranty of Equipment, Materials, and Expertise, above. This Maintenance Bond shall remain in effect for not less than one year after the date of the unconditional issuance of the Certificate of Completion of the required public infrastructure improvements.

**C.** Pursuant to Government Code section 66499.4, the obligation guaranteed by each bond shall include costs and reasonable expenses and fees, including reasonable attorney fees and expert witness fees, incurred by the CITY in successfully enforcing said obligations and shall be in addition to the face amount of each bond.

**D.** All such bonds and/or other surety are subject to review and approval by the City Attorney for legal sufficiency, and if no bonds or other surety acceptable to the City Attorney are provided, this Agreement shall be void.

#### **14. Alternative Security**

In lieu of the bonds required above in Section 13, Security, alternative securities may be substituted by 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 from any and all liability, claims, demands, losses (direct or indirect), lawsuits, actions, causes of action, proceeding and judgments for injury and/or damages of any kind and nature whatsoever (including legal costs, attorneys' fees, expert witness or consultant fees, City Attorney or staff time, expenses or costs) (collectively called "**Action**") arising out of, related to or caused by performance of this Agreement, including without limitation the design, construction and/or maintenance (for a period of one year following unconditional issuance of the Certificate of Completion) of the required on-site and off-site public infrastructure improvements and regardless of responsibility for negligence. The CITY may elect, in its sole and absolute discretion, to

participate in the defense of said Action, and 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, the Oakland City Council, and its respective officials, officers, employees, agents, representatives, and volunteers 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. 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. 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. 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, the Oakland City Council, and its respective officials, officers, employees, agents, representatives, and volunteers; or

2. 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, the Oakland City Council, and its respective officials, officers, employees, agents, representatives, and volunteers are to be covered as additional insured as respects: liability arising out of activities performed by or on behalf of SUBDIVIDER, products and completed operations of SUBDIVIDER; premises owned, occupied or used by SUBDIVIDER, or automobiles owned, leased, hired or borrowed by SUBDIVIDER. The coverage shall contain no special limitations on the scope of protection afforded to the CITY, the Oakland City Council, and its respective officials, officers, employees, agents, representatives, and volunteers.

2. SUBDIVIDER's insurance coverage shall be primary insurance as respects the CITY, the Oakland City Council, and its respective officials, officers, employees, agents, representatives, and volunteers. Any insurance or self-insurance maintained by the CITY, the Oakland City Council, and its respective officials, officers, employees, agents, representatives, and volunteers shall be excess of 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, the Oakland City Council, and its respective officials, officers, employees, agents, representatives, and volunteers.

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, the Oakland City Council, and its respective officials, officers, employees, agents, representatives, and volunteers 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. 8185, 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. Attachments**

The following documents are incorporated into this Agreement by reference:

- CITY Permits:       Public Infrastructure – PX1500014
- Planning – PLN14248, PUDF06
- Creek Protection – N/A
- Building – B1502747
- Grading – N/A
- Encroachment – ENM15159

CITY Resolution: \_\_\_\_\_

Subdivision: Final Map No. 8185

City Engineer's Estimate of the Cost of Improvements

Insurer: \_\_\_\_\_

Surety: \_\_\_\_\_

21. **Constructive Notice**

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

22. **Effective Date**

This Agreement shall be effective on the Effective Date.

22. **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 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.

Authorized by City Resolution No. \_\_\_\_\_  
C.M.S., adopted \_\_\_\_\_

**CITY:**

CITY OF OAKLAND, a municipal corporation

APPROVED AS TO FORM:

\_\_\_\_\_  
OFFICE OF THE CITY ATTORNEY

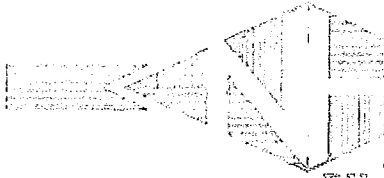
By: \_\_\_\_\_  
Michael J. Neary, P.E.  
Assistant Director/City Engineer

**SUBDIVIDER\*:**

SRM Development, LLC, a California limited liability company

By: \_\_\_\_\_  
Name:  
Title:

\*Notarized acknowledgment required.



**HUMANN COMPANY INC.**

**ENGINEERING - SURVEYING**  
1021 BROWN AVE. LAFAYETTE, CA 94549  
PH (925)283-5000 FAX (925)283-3578

ITEM	DESCRIPTION	QUANTITY	UNIT PRICE	COST
17	Signage and Striping	1	LS 2,000.00	2,000.00
18	Landscaping	1	LS 5,000.00	5,000.00
19	Street Trees	19	EA 500.00	9,500.00
		<b>subtotal</b>		<b>240,170.00</b>
		10%	Engineering	24,017.00
		<b>Grand Total</b>		<b>264,187.00</b>
		<b>Estimated Total</b>		<b>265,000.00</b>



*Izzat S. Nashashibi*