



FILED  
OFFICE OF THE CITY CLERK  
OAKLAND

2017 MAR 29 PM 12:44 **AGENDA REPORT**

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

**FROM:** Jeff Tumlin  
Interim Director, DOT

**SUBJECT:** Tract No. 8395, Phase 2, Subdivision Map, DATE: March 3, 2017  
845 Embarcadero

City Administrator Approval

Date:

3/28/17

### RECOMMENDATION

Staff recommends that the City Council adopt:

**Resolution Conditionally Approving A Final Map For Tract No. 8395, As Phase 2 of Tract Map No. 7621, Located At 845 Embarcadero For A Four Lot Subdivision For Zarsion-OHP, I LLC; and**

**Resolution Authorizing The City Administrator Or Designee To Enter Into A Subdivision Improvement Agreement With Zarsion-OHP I, LLC For Deferred Construction Of Public Infrastructure Improvements As A Condition To Final Map Approval For Tract No. 8395, As Phase 2 of Tract Map No. 7621, Located At 845 Embarcadero**

### EXECUTIVE SUMMARY

Resolution conditionally approving the Final Subdivision Map (Exhibit to Resolution) is a ministerial action by the City Council.

Resolution authorizing the approval of the Subdivision Improvement Agreement (Exhibit to Resolution) is a discretionary action.

Adopting the two resolutions together will:

1. Authorize the City Engineer and City Clerk to execute the Final Subdivision Map (Phase 2) for recordation with the Alameda County Clerk-Recorder; and
2. Authorize the City Administrator or designee to enter into the Subdivision Improvement Agreement (SIA) with Zarsion-OHP I, LLC for deferred construction of public infrastructure improvements associated with Phase 2 of the development; and
3. Accept the dedication of a public right-of-way easement, a public utility easement, a public access easement, and a public sidewalk easement, conditioned on completion of the public infrastructure improvements.

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Committee  
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## **BACKGROUND/ LEGISLATIVE HISTORY**

Zarsion-OHP I, LLC ("Subdivider") is the owner in fee title and subdivider of the lots approved in Vesting Tentative Tract Map No. 7621.

On June 20, 2006, the City Council adopted Resolution No. 79983 C.M.S. approving Vesting Tentative Tract Map No. 7621 for the Oak to Ninth Mixed Use Development Project (Oak to Ninth). The Development Agreement for Oak to Ninth, now known as the Brooklyn Basin project, was authorized by Ordinance No. 12760 C.M.S. on July 18, 2006 and transferred and assigned to the Subdivider by Resolution No. 84934 C.M.S. on April 22, 2014.

The Development Agreement, as amended by the First Administrative Amendment to the Development Agreement, provides that the project be constructed in phases and that multiple Final Maps may be filed for the associated subdivision. The Subdivider now seeks approval of the Final Map for Phase 2 of the development.

Government Code section 66462 authorizes the City to enter into a Subdivision Improvement Agreement (SIA) with the Subdivider as a condition of the final map approval if, at the time of the approval of the final map, the required public improvements have not been completed and accepted. The SIA will guarantee construction of public infrastructure improvements, including roads, sanitary sewer mains, storm drain lines, street lights, curb, gutter and sidewalk.

The SIA contains the following requirements:

1. construction of surface and subsurface infrastructure improvements (permit number PX1600019) after the Final Subdivision Map for Phase 2 is recorded; and
2. completion of the infrastructure construction within one (1) year of the Effective Date of the SIA; and
3. posting of adequate security (150% of construction cost) prior to execution of the SIA to assure completion of the infrastructure construction; and
4. procuring and maintaining the required minimum limits of insurance, and indemnifying the City to the maximum extent permitted by law; and
5. two (2) year warrantee period following completion of the infrastructure construction; and
6. adequate security (25% of construction cost) to maintain the infrastructure during the warrantee period.

The Subdivider has presented a Final Map (Phase 2) to the City that proposes subdivision of three developable lots into four (4) lots. The four (4) lots include four (4) developable parcels identified as Parcels D, E, H, and J; two (2) parcels for public right-of-way easement and public utility easement purposes identified as Parcels X5 and X6. The City Engineer has determined that the Phase 2 Final Subdivision Map is in substantial compliance with the approved tentative subdivision map.

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### **ANALYSIS AND POLICY ALTERNATIVES**

As set forth in the 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 is in substantial compliance 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.). There is no alternative action or policy.

The controlling discretionary action to be taken by the City relating to a subdivision map is at the Vesting Tentative Tract Map, VTTM, stage. As noted earlier, the City Council approved the VTTM in June 2006. 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.

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.

### **FISCAL IMPACT**

Staff cost for processing the Final Subdivision Map is covered by the Master Fee Schedule and paid for by the Subdivider.

### **PUBLIC OUTREACH/ INTEREST**

The adjoining property owners were notified of the project as part of the initial Tentative Subdivision Map approval process.

### **COORDINATION**

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

### **SUSTAINABLE OPPORTUNITIES**

***Economic:*** Through this proposed development, the subdivision will provide additional living and commercial space in Oakland.

***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.

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**Social Equity:** The development will increase living space and housing opportunities improving economic vitality in Oakland.

**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), each as a separate and independent basis, and when viewed collectively, as an overall basis for CEQA clearance. Approval of the SIA does not require further environmental review beyond the previously certified Environmental Impact Report as revised, as none of the circumstances necessitating further environmental review under CEQA Guidelines section 15162 are present. As a separate and independent basis, approval of the SIA is also exempt from CEQA pursuant to CEQA Guidelines section 15183 (consistency with an adopted General Plan).

**ACTION REQUESTED OF THE CITY COUNCIL**

Staff Recommends That The City Council Adopt Resolutions:

1. Conditionally Approving A Final Map For Tract No. 8395, As Phase 2 of Tract Map No. 7621, Located At 845 Embarcadero For A Four Lot Subdivision For Zarsion-OHP I, LLC; and
2. Authorizing The City Administrator Or Designee To Enter Into A Subdivision Improvement Agreement With Zarsion-OHP I, LLC For Deferred Construction Of Public Infrastructure Improvements As A Condition To Final Map Approval For Tract No. 8395, As Phase 2 of Tract Map No. 7621, Located At 845 Embarcadero

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For questions regarding this report, please contact Kevin Kashi, Engineering Design and Right of Way at 510-238-7116.

Respectfully submitted,



JEFF JUMLIN, Interim Director  
Department of Transportation

Reviewed by:  
Wladimir Wlassowsky, Interim  
Assistant Director  
Department of Transportation

Prepared by:  
Kevin Kashi, P.E. Supervising Civil Engineer  
Engineering Design and Right of Way

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Committee  
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# OAKLAND CITY COUNCIL

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

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### RESOLUTION CONDITIONALLY APPROVING A FINAL MAP FOR TRACT NO. 8395, AS PHASE 2 OF TRACT MAP NO. 7621, LOCATED AT 845 EMBARCADERO FOR A FOUR LOT SUBDIVISION FOR ZARSION-OHP I, LLC

**WHEREAS**, ZARSION-OHP I, LLC, a California limited liability company (no. 201309910387, "Subdivider"), is the subdivider of four (4) parcels identified by the Alameda County Assessor as APNs 018-0465-002-06, 018-0465-002-29, 018-0465-002-10, 018-0465-002-12, 018-0465-002-27, 018-0465-002-15, 018-0460-004-06, 018-0460-004-08, 018-0460-004-10 and 018-0460-004-18 and by the Alameda County Clerk-Recorder as Tract No. 8395, as Phase 2 of Tract Map No. 7621, and by the City of Oakland as 845 Embarcadero; and

**WHEREAS**, the Subdivider has acquired by purchase for valuable consideration the real property comprising Tract No. 8395, as Phase 2 of Tract Map No. 7621, through State of California Patent and Trust Termination, series no. 20133203239, recorded June 10, 2013, State of California Patent (Final Public Trust Parcels), series no. 20133203237, recorded June 10, 2013, and two grant deeds, series no. 2013203240, recorded June 10, 2013, and series no. 2013203242 recorded June 10, 2013, by the Alameda County Clerk-Recorder; and

**WHEREAS**, said four (4) parcels are comprised of Parcel 3 (P/H) and Parcel 5 (P/D1) as said parcels are described in that certain grant deed recorded on June 10, 2013, as document number 2013203240, Parcel 2 (S/D2) as said parcel is described in that certain State of California Patent and Trust Termination recorded on June 10, 2013 as document number 2013203239, a portion of Parcel 1 (P/R1) and a portion of Parcel 2 (P/T1) described in that certain grant deed recorded on June 10, 2013, as document number 201303242, and a portion of Parcel 2 (T/T2) as said parcel is described in that certain State of California Patent (Final Public Trust Parcels) recorded on June 10, 2013 as document number 2013203237; and

**WHEREAS**, Oakland Harbor Partners, LLC applied to the City of Oakland for a Vesting Tentative Tract Map (VTTM 7621) to subdivide said platted land; and

**WHEREAS**, on March 15, 2006, the Planning Commission approved Vesting Tentative Tract Map No. 7621 and related land use entitlements, and certified the Environmental Impact Report (EIR) for the Oak to Ninth Mixed Use Development Project (Oak to Ninth); and

**WHEREAS**, on June 20, 2006, the City Council adopted Resolution No. 79983 C.M.S. approving Vesting Tentative Tract Map No. 7621 for Oak to Ninth; and

**WHEREAS**, on July 18, 2006, the City Council authorized a number of actions to approve Oak to Ninth, including adoption of Resolution No. 79981 C.M.S. to certify the EIR; and

**WHEREAS**, the Development Agreement for Oak to Ninth, now known as the Brooklyn Basin project, was authorized by Ordinance No. 12760 C.M.S. on July 18, 2006, and transferred and assigned to the Subdivider by Resolution No. 84934 C.M.S. on April 22, 2014; and

**WHEREAS**, the Development Agreement, as amended by the First Administrative Amendment to the Development Agreement, provides that the Brooklyn Basin project will be constructed in phases and that multiple Final Maps may be filed for the associated subdivision; and

**WHEREAS**, on January 20, 2009, the City Council adopted Resolution No. 81769 C.M.S. to, among other things, recertify the Oak to Ninth Project EIR as revised; and

**WHEREAS**, the Subdivider has presented a Final Map for Phase 2 of the development to the City, identified as Tract No. 8395 (Being Phase 02 of Tract Map 7621 – For Condominium Purposes), which proposes the subdivision of four (4) developable parcels identified as Parcels D, E, H, and J, an irrevocable offer of dedication of two (2) parcels for public right-of-way easement and public utility easement purposes identified as Parcels X5 and X6, an irrevocable offer of dedication to the City of Oakland of a public access easement on the portion of the property designated in the Final Map as Parcels H and J, and an irrevocable dedication of a public sidewalk easement on the portion of the property designated in the Final Map as Parcels D and E; and

**WHEREAS**, the Secretary of the City Planning Commission has certified that the Planning Commission approved the Tentative Map for Tract No. 8161, upon which said Final Map is based; and

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

- the subdivision as shown on the Final Map for Tract No. 8395, Phase 2, delineated diagrammatically in *Exhibit A* attached hereto and incorporated herein, is substantially the same as it appeared on the approved Vesting Tentative Map which created developable Parcels D, E, H, and J, and Parcels X5 and X6 for public right-of-way and public easement purposes; and
- the Final Map for Tract No. 8395, Phase 2, 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

four (4) lots and the proposed dedicated easements, 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. 8395, Phase 2; 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. PX1600019 and the Subdivider's plans and specifications for construction of the required public infrastructure improvements, attached hereto as *Exhibit B*; and

**WHEREAS**, through a separate companion Resolution, staff is seeking authorization for the City Administrator 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. 8359, Phase 2, 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, each as a separate and independent basis and when viewed collectively as an overall basis for CEQA clearance; now, therefore, be it

**RESOLVED**: That the Final Map for Tract No. 8359, Phase 2, 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 dedication of two parcels for public right of way easement and public utility easement purposes, two parcels as public access easements, and two parcels as public sidewalk easements as delineated on the Final Map is hereby conditionally accepted; and be it

**FURTHER RESOLVED**: That the approval of the Final Map and the acceptance of said dedications are 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 hereinabove conditions shall be binding upon the Subdivider and its successors or assigns, affiliated companies or corporations, parent companies or corporations, or partners; and be it

**FURTHER RESOLVED:** That the successive owners, both individually as purchasers of real property and collectively as a homeowners association, of said lots as delineated on the Final Map shall be responsible for the maintenance in perpetuity of all infrastructure improvements within said easements, excepting from said responsibility infrastructure improvements that are otherwise regulated by California Public Utilities Commission; and be it

**FURTHER RESOLVED:** That failure by the Subdivider to comply in all aspects with the Subdivision Improvement Agreement shall void approval of the Final Map and void acceptance of said dedications and shall result in reversion to acreage of the original parcels comprising Phase 2 of Tract Map No. 7621; and be it

**FURTHER RESOLVED:** That the City Engineer is hereby authorized to endorse the Final Map for Tract No. 8395, Phase 2; 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. 8395, Phase 2, 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. 8395, Phase 2, 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 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, GIBSON McELHANEY, GUILLEN, KALB, KAPLAN AND PRESIDENT REID

NOES -

ABSENT -

ABSTENTION -

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

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

Attachments:

- Exhibit A, Tract Map No. 8395 (five pages)
- Exhibit B, Subdivider's Improvement Plans (six pages)

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**OWNER'S STATEMENT**  
WE HEREBY STATE THAT WE ARE THE OWNERS OF, OR HAVE SOME RIGHT, TITLE OR INTEREST IN AND TO THE REAL PROPERTY INCLUDED WITHIN THE SUBDIVISION SHOWN ON THE MAP, SEE TABLE "A" BELOW; THAT WE ARE THE ONLY PERSONS WHOSE CONSENT IS NECESSARY TO PASS A CLEAR TITLE TO SAID REAL PROPERTY, SUBJECT TO LENDERS' CONSENT BELOW, THAT WE HEREBY CONSENT TO THE MAKING OF SAID MAP AND SUBDIVISION AS SHOWN WITHIN THE DISTINCTIVE BORDER LINE

TRACT 8395, PHASE 2 OF TRACT MAP 7621, CITY OF OAKLAND, COUNTY OF ALAMEDA, CALIFORNIA.

WE HEREBY IRREVOCABLY OFFER TO DEDICATE A PUBLIC RIGHT-OF-WAY EASEMENT TO THE CITY OF OAKLAND OVER THE PROPERTY DESIGNATED IN THIS FINAL MAP AS PARCELS X5 AND X6.

WE HEREBY IRREVOCABLY OFFER TO DEDICATE A PUBLIC UTILITY EASEMENT TO THE CITY OF OAKLAND OVER THE PROPERTY DESIGNATED IN THIS FINAL MAP AS PARCELS X5 AND X6.

WE HEREBY IRREVOCABLY OFFER TO DEDICATE A PUBLIC ACCESS EASEMENT TO THE CITY OF OAKLAND LIMITED TO THE AREAS SHOWN AS PUBLIC ACCESS EASEMENT ON THE PORTION OF THE PROPERTY DESIGNATED IN THIS FINAL MAP AS PARCELS H AND J.

WE HEREBY IRREVOCABLY OFFER TO DEDICATE A PUBLIC SIDEWALK EASEMENT TO THE CITY OF OAKLAND LIMITED TO THE AREAS SHOWN AS PUBLIC SIDEWALK EASEMENT ON THE PORTION OF THE PROPERTY DESIGNATED IN THIS FINAL MAP AS PARCELS D AND E.

**TABLE "A"**  
TITLE WAS ACQUIRED BY:  
STATE OF CALIFORNIA PATENT AND TRUST TERMINATION, RECORDED ON JUNE 10, 2013 AS DOCUMENT NUMBER 201320239, OFFICIAL RECORDS OF ALAMEDA COUNTY.

GRANT DEED, RECORDED ON JUNE 10, 2013 AS DOCUMENT NUMBER 2013203240, OFFICIAL RECORDS OF ALAMEDA COUNTY.

GRANT DEED, RECORDED ON JUNE 10, 2013 AS DOCUMENT NUMBER 2013203424, OFFICIAL RECORDS OF ALAMEDA COUNTY.

STATE OF CALIFORNIA PATENT (FINAL PUBLIC TRUST PARCELS), RECORDED ON JUNE 10, 2013 AS DOCUMENT NUMBER 2013203237, OFFICIAL RECORDS OF ALAMEDA COUNTY.

AS OWNER:  
ZARSON-DHP I, LLC, A CALIFORNIA LIMITED LIABILITY COMPANY

BY: MICHAEL CHIARETTI  
ITS: AUTHORIZED INDIVIDUAL  
DATE: \_\_\_\_\_

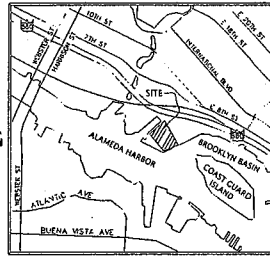
**CITY SURVEYOR'S STATEMENT**  
I, GILBERT E. HAYES, CITY SURVEYOR, HAVING BEEN AUTHORIZED TO PERFORM THE FUNCTIONS OF THE CITY SURVEYOR OF THE CITY OF OAKLAND, COUNTY OF ALAMEDA, STATE OF CALIFORNIA, DO HEREBY CERTIFY THAT I HAVE EXAMINED THE HEREIN EMBODIED FINAL MAP ENTITLED "TRACT MAP NO. 8395, CITY OF OAKLAND, COUNTY OF ALAMEDA, STATE OF CALIFORNIA", I AM SATISFIED THAT THIS FINAL MAP IS TECHNICALLY CORRECT.

IF IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2017.

GILBERT HAYES, PLS 4700  
CITY SURVEYOR, CITY OF OAKLAND



DATE \_\_\_\_\_



**CITY CLERK'S STATEMENT**  
STATE OF CALIFORNIA  
COUNTY OF ALAMEDA

I, LATONDA D. SIMMONS, CITY CLERK AND CLERK OF THE CITY COUNCIL OF THE CITY OF OAKLAND, STATE OF CALIFORNIA, DO HEREBY CERTIFY THAT THE HEREIN EMBODIED MAP ENTITLED "TRACT MAP NO. 8395, PHASE 2 OF TRACT MAP 7621, CITY OF OAKLAND, COUNTY OF ALAMEDA, CALIFORNIA" WAS PRESENTED TO THE COUNCIL OF THE CITY OF

OAKLAND AT A REGULAR MEETING HELD ON THE \_\_\_\_\_ OF \_\_\_\_\_, 2017 AND THAT SAID COUNCIL DID THEREUPON BY RESOLUTION NO. \_\_\_\_\_ APPROVE SAID MAP.

I HEREBY ACCEPT ON BEHALF OF THE CITY OF OAKLAND, THE AREA DESIGNATED AS PARCELS X5 AND X6 HEREBY DEDICATED IN ACCORDANCE WITH SECTION OF 16.12.080 OF THE OAKLAND MUNICIPAL CODE.

I HEREBY ACCEPT ON BEHALF OF THE CITY OF OAKLAND, THE AREA DESIGNATED AS PUBLIC ACCESS EASEMENT OVER A PORTION OF PARCELS H AND J HEREBY DEDICATED IN ACCORDANCE WITH SECTION OF 16.12.080 OF THE OAKLAND MUNICIPAL CODE.

I HEREBY ACCEPT ON BEHALF OF THE CITY OF OAKLAND, THE AREA DESIGNATED AS PUBLIC SIDEWALK EASEMENT OVER A PORTION OF PARCELS D AND E HEREBY DEDICATED IN ACCORDANCE WITH SECTION OF 16.12.080 OF THE OAKLAND MUNICIPAL CODE.

I FURTHER CERTIFY THAT ALL BONDS AS REQUIRED BY LAW TO ACCOMPANY THE WITHIN MAP HAVE BEEN APPROVED BY THE CITY COUNCIL OF OAKLAND AND FILED IN MY OFFICE.

IN WITNESS WHEREOF I HAVE HEREUNTO SET MY HAND THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2017.

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

**CLERK OF THE BOARD OF SUPERVISORS STATEMENT**  
STATE OF CALIFORNIA  
COUNTY OF ALAMEDA

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

( ) AN APPROVED BOND HAS BEEN FILED WITH THE SUPERVISORS OF SAID COUNTY AND STATE IN THE AMOUNT OF \$ \_\_\_\_\_ CONDITIONED FOR THE PAYMENT OF ALL TAXES, AND SPECIAL ASSESSMENTS COLLECTED AS TAXES, APPROVED BY SAID LOCAL BOARD IN SAID AMOUNT.

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

IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2017.

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

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

**CITY ENGINEER'S STATEMENT**  
I, WLADIMIR WLASSOWSKY, CITY ENGINEER, HAVING BEEN AUTHORIZED TO PERFORM THE FUNCTION OF THE CITY ENGINEER OF THE CITY OF OAKLAND, ALAMEDA COUNTY, CALIFORNIA, DO HEREBY CERTIFY THAT I HAVE EXAMINED THE HEREIN EMBODIED FINAL MAP OF "TRACT MAP NO. 8395, CITY OF OAKLAND, COUNTY OF ALAMEDA, STATE OF CALIFORNIA" THAT THE SUBDIVISION SHOWN UPON SAID FINAL MAP IS SUBSTANTIALLY THE SAME AS THAT APPEARING ON THE TENTATIVE MAP AND ANY APPROVED ALTERATIONS THEREOF; THAT SAID FINAL MAP OF "TRACT MAP NO. 8395" COMPLIES WITH ALL PROVISIONS OF THE SUBDIVISION MAP ACT OF THE GOVERNMENT CODE AND THE LOCAL ORDINANCES APPLICABLE AT THE TIME OF THE TENTATIVE FINAL MAP.

IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2017.

WLADIMIR WLASSOWSKY, PE No. 40013  
CITY ENGINEER  
CITY OF OAKLAND, ALAMEDA COUNTY  
STATE OF CALIFORNIA

DATE \_\_\_\_\_

**STATEMENT OF THE SECRETARY OF THE PLANNING COMMISSION**  
I, ROBERT D. MERKAM, SECRETARY OF THE CITY PLANNING COMMISSION OF THE CITY OF OAKLAND, COUNTY OF ALAMEDA, STATE OF CALIFORNIA, DO HEREBY CERTIFY THAT A TENTATIVE MAP OF TRACT 7621, CITY OF OAKLAND, ALAMEDA COUNTY, CALIFORNIA, WAS PRESENTED TO THE CITY PLANNING COMMISSION AS PROVIDED BY THE SUBDIVISION MAP ACT OF THE GOVERNMENT CODE, THAT AT A MEETING OF SAID CITY PLANNING COMMISSION, HELD ON JUNE 20, 2006, THE SAID COMMISSION APPROVED SAID TENTATIVE MAP UPON WHICH THIS MAP IS BASED.

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

ROBERT D. MERKAM  
SECRETARY OF THE CITY PLANNING COMMISSION OF  
THE CITY OF OAKLAND, CALIFORNIA

### TRACT MAP NO. 8395

BEING PHASE 02 OF TRACT MAP 7621 - FOR CONDOMINIUM PURPOSES

BEING A SUBDIVISION OF PARCEL 3 (P/N) AND PARCEL 6 (P/O1) AS SAID PARCELS ARE DESCRIBED IN THAT CERTAIN GRANT DEED RECORDED ON JUNE 10, 2013 AS DOCUMENT NUMBER 2013203240, OFFICIAL RECORDS OF ALAMEDA COUNTY, PARCEL 2 (S/O2) AS SAID PARCEL IS DESCRIBED IN THAT CERTAIN STATE OF CALIFORNIA PATENT AND TRUST TERMINATION RECORDED ON JUNE 10, 2013 AS DOCUMENT NUMBER 2013203239, OFFICIAL RECORDS OF ALAMEDA COUNTY, A PORTION OF PARCEL 1 (P/R1) AND A PORTION OF PARCEL 2 (P/F1) AS DESCRIBED IN THAT CERTAIN GRANT DEED RECORDED ON JUNE 10, 2013 AS DOCUMENT NUMBER 2013203242, OFFICIAL RECORDS OF ALAMEDA COUNTY AND A PORTION OF PARCEL 2 (T/T2) AS SAID PARCEL IS DESCRIBED IN THAT CERTAIN STATE OF CALIFORNIA PATENT (FINAL PUBLIC TRUST PARCELS) RECORDED ON JUNE 10, 2013 AS DOCUMENT NUMBER 2013203242, OFFICIAL RECORDS OF ALAMEDA COUNTY, CALIFORNIA

MARCH 2017



BKF ENGINEERS  
300 FRANK OGATA PLAZA, SUITE 300  
OAKLAND, CA 94612

ENGINEERS/PLANNERS  
BKF 009 20150115

**OWNER'S ACKNOWLEDGMENT**

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

STATE OF \_\_\_\_\_, SS.

COUNTY OF \_\_\_\_\_

ON \_\_\_\_\_ 20\_\_\_\_, BEFORE ME \_\_\_\_\_, A NOTARY PUBLIC,

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

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

WITNESS MY HAND:

NOTARY'S SIGNATURE: \_\_\_\_\_

PRINTED NAME: \_\_\_\_\_

PRINCIPAL PLACE OF BUSINESS: \_\_\_\_\_

COMMISSION No.: \_\_\_\_\_

COMMISSION EXPIRATION DATE: \_\_\_\_\_

**BENEFICIARY'S STATEMENT**

WE 3G FUND 7, LLC, A CALIFORNIA LIMITED LIABILITY COMPANY, (TOGETHER WITH ITS SUCCESSORS AND ASSIGNS), AS BENEFICIARY UNDER THAT CERTAIN DEED OF TRUST, RECORDED SEPTEMBER 19, 2016, AS DOCUMENT NUMBER 2016238286, OFFICIAL RECORDS OF ALAMEDA COUNTY, ENCUMBERING THE LAND HEREIN SHOWN, CONSENT TO THE MAKING AND FILING OF THIS MAP.

3G FUND 7, LLC, A CALIFORNIA LIMITED LIABILITY COMPANY

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

ITS: \_\_\_\_\_

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

**BENEFICIARY'S ACKNOWLEDGMENT**

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

STATE OF \_\_\_\_\_, SS.

COUNTY OF \_\_\_\_\_

ON \_\_\_\_\_ 20\_\_\_\_, BEFORE ME \_\_\_\_\_, A NOTARY PUBLIC,

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

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

WITNESS MY HAND:

NOTARY'S SIGNATURE: \_\_\_\_\_

PRINTED NAME: \_\_\_\_\_

PRINCIPAL PLACE OF BUSINESS: \_\_\_\_\_

COMMISSION No.: \_\_\_\_\_

COMMISSION EXPIRATION DATE: \_\_\_\_\_

**EXISTING EASEMENT NOTE**

EASEMENT DESCRIBED IN THE DOCUMENT RECORDED ON FEBRUARY 28, 2005, AS INSTRUMENT NUMBER 2005077956 AFFECTS PARCEL X5 AND IS SHOWN HEREON.

PUBLIC TRUST EASEMENT RIGHTS ARE ALSO DESCRIBED IN DOCUMENT NUMBERS 2013203242 AND 2013203243, OFFICIAL RECORDS, ALAMEDA COUNTY, AFFECTS PARCEL X5 AND X6 AND IS SHOWN HEREON.

**RECORDER'S STATEMENT**

FILE NO. \_\_\_\_\_ FEE \$ \_\_\_\_\_ PAID. ACCEPTED FOR RECORD

AND FILED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 2017, AT \_\_\_\_\_ M. IN

BOOK \_\_\_\_\_ OF MAPS, AT PAGES \_\_\_\_\_ ALAMEDA COUNTY RECORDS,

AT THE REQUEST OF FIRST AMERICAN TITLE.

STEVE MANNING, COUNTY RECORDER,  
ALAMEDA COUNTY, CALIFORNIA

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

FEE \_\_\_\_\_ SERIES# \_\_\_\_\_

**SURVEYOR'S STATEMENT**

THIS MAP WAS PREPARED BY ME OR UNDER MY DIRECTION AND IS BASED UPON A FIELD SURVEY IN CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCE AT THE REQUEST OF PARSON-ONIP, LLC, A CALIFORNIA LIMITED LIABILITY COMPANY IN FEBRUARY 2017. I HEREBY STATE THAT ALL THE MONUMENTS ARE OF THE CHARACTER AND OCCUPY THE POSITIONS INDICATED OR THAT THEY WILL BE SET IN THOSE POSITIONS BEFORE FEBRUARY 2019, AND THAT THE MONUMENTS ARE, OR WILL BE, SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED, AND THAT THIS FINAL MAP SUBSTANTIALLY CONFORMS TO THE APPROVED OR CONDITIONALLY APPROVED TENTATIVE MAP.

ALEX CALDER, PLS 8863



DATE \_\_\_\_\_

**TRACT MAP NO. 8395**

BEING PHASE 02 OF TRACT MAP 7621 - FOR CONDOMINIUM PURPOSES

BEING A SUBDIVISION OF PARCEL 3 (P/H) AND PARCEL 5 (P/D1) AS SAID PARCELS ARE DESCRIBED IN THAT CERTAIN GRANT DEED RECORDED ON JUNE 10, 2013 AS DOCUMENT NUMBER 2013203240, OFFICIAL RECORDS OF ALAMEDA COUNTY, PARCEL 2 (S/D2) AS SAID PARCEL IS DESCRIBED IN THAT CERTAIN STATE OF CALIFORNIA PATENT AND TRUST TERMINATION RECORDED ON JUNE 10, 2013 AS DOCUMENT NUMBER 2013203239, OFFICIAL RECORDS OF ALAMEDA COUNTY, A PORTION OF PARCEL 1 (P/R1) AND A PORTION OF PARCEL 2 (P/T1) AS DESCRIBED IN THAT CERTAIN GRANT DEED RECORDED ON JUNE 10, 2013 AS DOCUMENT NUMBER 2013203242, OFFICIAL RECORDS OF ALAMEDA COUNTY AND A PORTION OF PARCEL 2 (1/12) AS SAID PARCEL IS DESCRIBED IN THAT CERTAIN STATE OF CALIFORNIA PATENT (FINAL PUBLIC TRUST PARCELS) RECORDED ON JUNE 10, 2013 AS DOCUMENT NUMBER 2013203242, OFFICIAL RECORDS OF ALAMEDA COUNTY.

CITY OF OAKLAND ALAMEDA COUNTY CALIFORNIA

MARCH 2017



BKF ENGINEERS

ENGINEERS | SURVEYORS | PLANNERS

SHEET 2 OF 5

NOTE:  
 1. SEE SHEET 4 FOR THE BASIS OF BEARING AND LEGEND  
 2. SEE SHEET 5 FOR POINT TABLE

MATCHLINE - SEE SHEET 5

FOR PARCEL H - SEE SHEET 4

PARCEL C  
 TRACT MAP NO 1421  
 331 MAPS 41-06

PARCEL 3 (P/D)  
 DOC NO 2013203242

PARCEL J  
 CONTAINS 89,474 S.F. OR 2.05 AC ±

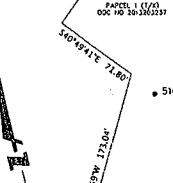
PARCEL D  
 CONTAINS 62,538 S.F. OR 1.44 AC ±

PARCEL 5 (P/D)  
 DOC NO 2013203242

PARCEL E  
 CONTAINS 51,732 S.F. OR 1.19 AC ±

MATCHLINE - SEE SHEET 4

**LEGEND**  
 C CALCULATED  
 DOC NO DOCUMENT NUMBER, OFFICIAL RECORDS  
 ALAMEDA COUNTY  
 EC END OF CURVE  
 M-M MONUMENT TO MONUMENT  
 MDN MONUMENT  
 NTS NOT TO SCALE  
 P.A.E. PUBLIC ACCESS EASEMENT  
 P.S.E. PUBLIC SIDEWALK EASEMENT  
 (R) RADIAL  
 (T) TOTAL



**HATCH LEGEND**  

 50' PUBLIC ACCESS EASEMENT (P.A.E.) DEDICATED ON THIS MAP, SEE OWNERS STATEMENT  
 PUBLIC RIGHT OF WAY EASEMENT AND PUBLIC UTILITY EASEMENT DEDICATED ON THIS MAP OVER THE ENTIRETY OF PARCEL X6, SEE OWNERS STATEMENT  
 PUBLIC RIGHT OF WAY EASEMENT AND PUBLIC UTILITY EASEMENT DEDICATED ON THIS MAP OVER THE ENTIRETY OF PARCEL X5, SEE OWNERS STATEMENT

**LINE TYPES & SYMBOLS**  
 FOUND MONUMENT AS NOTED  
 SET STANDARD CITY OF OAKLAND MONUMENT STAMPED "LS8683" (MONUMENTS "M-" TO BE SET UNDER PHASE 2)  
 FOUND STANDARD CITY MONUMENT PER (1)  
 BOUNDARY LINE OF TRACT 8395, BEING PHASE 2 OF TRACT 7621  
 INTERIOR OR ADJACENT LOT LINE  
 EASEMENT LINE  
 MONUMENT LINE  
 RADIAL BEARING LINE

GRAPHIC SCALE  
 ( IN FEET )  
 1 inch = 50 ft.



**TRACT MAP NO. 8395**  
 BEING PHASE 02 OF TRACT MAP 7621 - FOR CONDOMINIUM PURPOSES

BEING A SUBDIVISION OF PARCEL 3 (P/H) AND PARCEL 5 (P/D) AS SAID PARCELS ARE DESCRIBED IN THAT CERTAIN GRANT DEED RECORDED ON JUNE 10, 2013 AS DOCUMENT NUMBER 2013203240, OFFICIAL RECORDS OF ALAMEDA COUNTY, PARCEL 2 (S/D2) AS SAID PARCEL IS DESCRIBED IN THAT CERTAIN STATE OF CALIFORNIA PATENT AND TRUST TERMINATION RECORDED ON JUNE 10, 2013 AS DOCUMENT NUMBER 2013203239, OFFICIAL RECORDS OF ALAMEDA COUNTY, A PORTION OF PARCEL 1 (P/R1) AND A PORTION OF PARCEL 2 (P/T1) AS DESCRIBED IN THAT CERTAIN GRANT DEED RECORDED ON JUNE 10, 2013 AS DOCUMENT NUMBER 2013203242, OFFICIAL RECORDS OF ALAMEDA COUNTY AND A PORTION OF PARCEL 2 (I/T2) AS SAID PARCEL IS DESCRIBED IN THAT CERTAIN STATE OF CALIFORNIA PATENT (FINAL PUBLIC TRUST PARCELS) RECORDED ON JUNE 10, 2013 AS DOCUMENT NUMBER 2013203242, OFFICIAL RECORDS OF ALAMEDA COUNTY.

CITY OF OAKLAND ALAMEDA COUNTY CALIFORNIA

MARCH 2017

**BKF ENGINEERS**  
 TRANSDOM | SURVEYING | PLANNING

BRF JOB# 20150173

SHEET 3 OF 5

**BASIS OF BEARINGS**  
 THE CALCULATED BEARING OF SOUTH 22°09'16" EAST BETWEEN THE TWO FOUND MONUMENTS "SHP" AND "H133", HELD CC83 COORDINATE OF NORTH = 2115136.165 AND EAST = 6052732.398 AT POINT "SHP". AS SAID MONUMENTS AND COORDINATES ARE SHOWN UPON RECORD OF SURVEY NO. 1847, FILED FOR RECORD ON NOVEMBER 8, 2004 IN BOOK 29 OF RECORDS OF SURVEY AT PAGES 23 THROUGH 26, ALAMEDA COUNTY RECORDS, STATE OF CALIFORNIA, WAS USED AS THE BASIS OF ALL BEARINGS SHOWN.

ALL BEARINGS SHOWN ON THIS SURVEY ARE BASED UPON THE NORTH AMERICAN DATUM OF 1983, CALIFORNIA COORDINATE SYSTEM OF 1983 (CCS83), ZONE III.

ALL DISTANCES SHOWN ON THIS PLAN ARE GROUND DISTANCES. TO OBTAIN GRID DISTANCES, MULTIPLY GROUND DISTANCES SHOWN BY 0.9999293.

**NOTE:**  
 1. SEE SHEET 4 FOR THE BASIS OF BEARING AND LEGEND  
 2. SEE SHEET 5 FOR POINT TABLE

MATCHLINE - SEE SHEET 4

MATCHLINE - SEE SHEET 5

CLINTON BASIN

PARCEL H  
 CONTAINS 94,494 S.F. OR 2.17 AC ±

SEE TRACT MAP 7621

PARCEL G  
 TRACT MAP NO. 7621  
 SHEET 5  
 SEE MAPS 81-85

MATCHLINE - SEE SHEET 5

PARCEL J  
 CONTAINS 89,474 S.F. OR 2.05 AC ±

PARCEL D  
 CONTAINS 62,538 S.F. OR 1.44 AC ±

**TRACT MAP NO. 8395**

BEING PHASE 02 OF TRACT MAP 7621 - FOR CONDOMINIUM PURPOSES

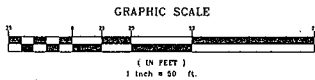
BEING A SUBDIVISION OF PARCEL 3 (P/H) AND PARCEL 5 (P/D1) AS SAID PARCELS ARE DESCRIBED IN THAT CERTAIN GRANT DEED RECORDED ON JUNE 10, 2013 AS DOCUMENT NUMBER 20130203240, OFFICIAL RECORDS OF ALAMEDA COUNTY, PARCEL 2 (S/D2) AS SAID PARCEL IS DESCRIBED IN THAT CERTAIN STATE OF CALIFORNIA PATENT AND TRUST TERMINATION RECORDED ON JUNE 10, 2013 AS DOCUMENT NUMBER 2013202329, OFFICIAL RECORDS OF ALAMEDA COUNTY, A PORTION OF PARCEL 1 (P/R1) AND A PORTION OF PARCEL 2 (P/R1) AS DESCRIBED IN THAT CERTAIN GRANT DEED RECORDED ON JUNE 10, 2013 AS DOCUMENT NUMBER 2013203242, OFFICIAL RECORDS OF ALAMEDA COUNTY AND A PORTION OF PARCEL 2 (T/T2) AS SAID PARCEL IS DESCRIBED IN THAT CERTAIN STATE OF CALIFORNIA PATENT (FINAL PUBLIC TRUST PARCELS) RECORDED ON JUNE 10, 2013 AS DOCUMENT NUMBER 2013203242, OFFICIAL RECORDS OF ALAMEDA COUNTY, CALIFORNIA

CITY OF OAKLAND ALAMEDA COUNTY CALIFORNIA  
 MARCH 2017

**BKF** BKF ENGINEERS

ENGINEERING / SURVEYING / PLANNING  
 807 JOE J. 201.301.1155

SHEET 4 OF 5

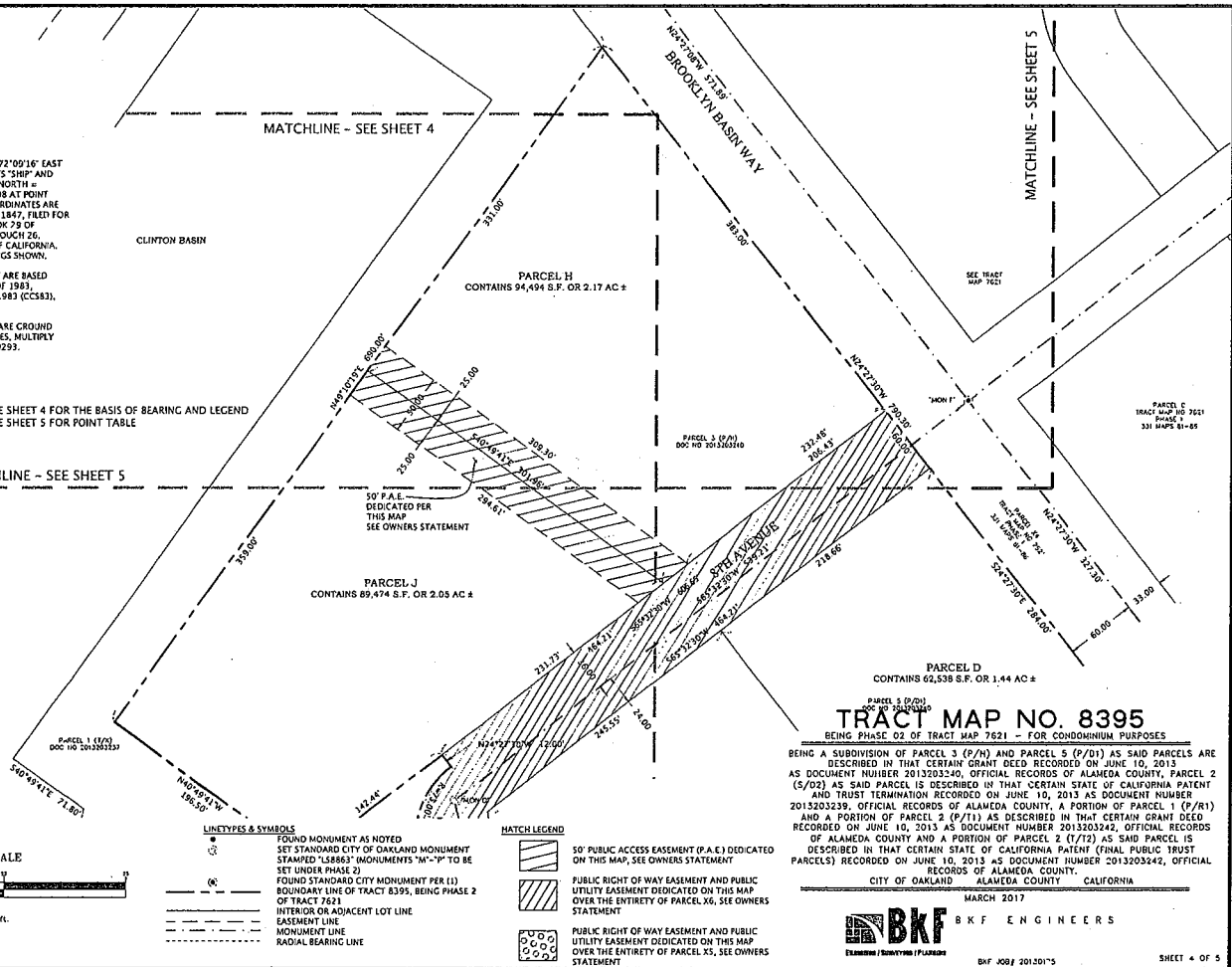


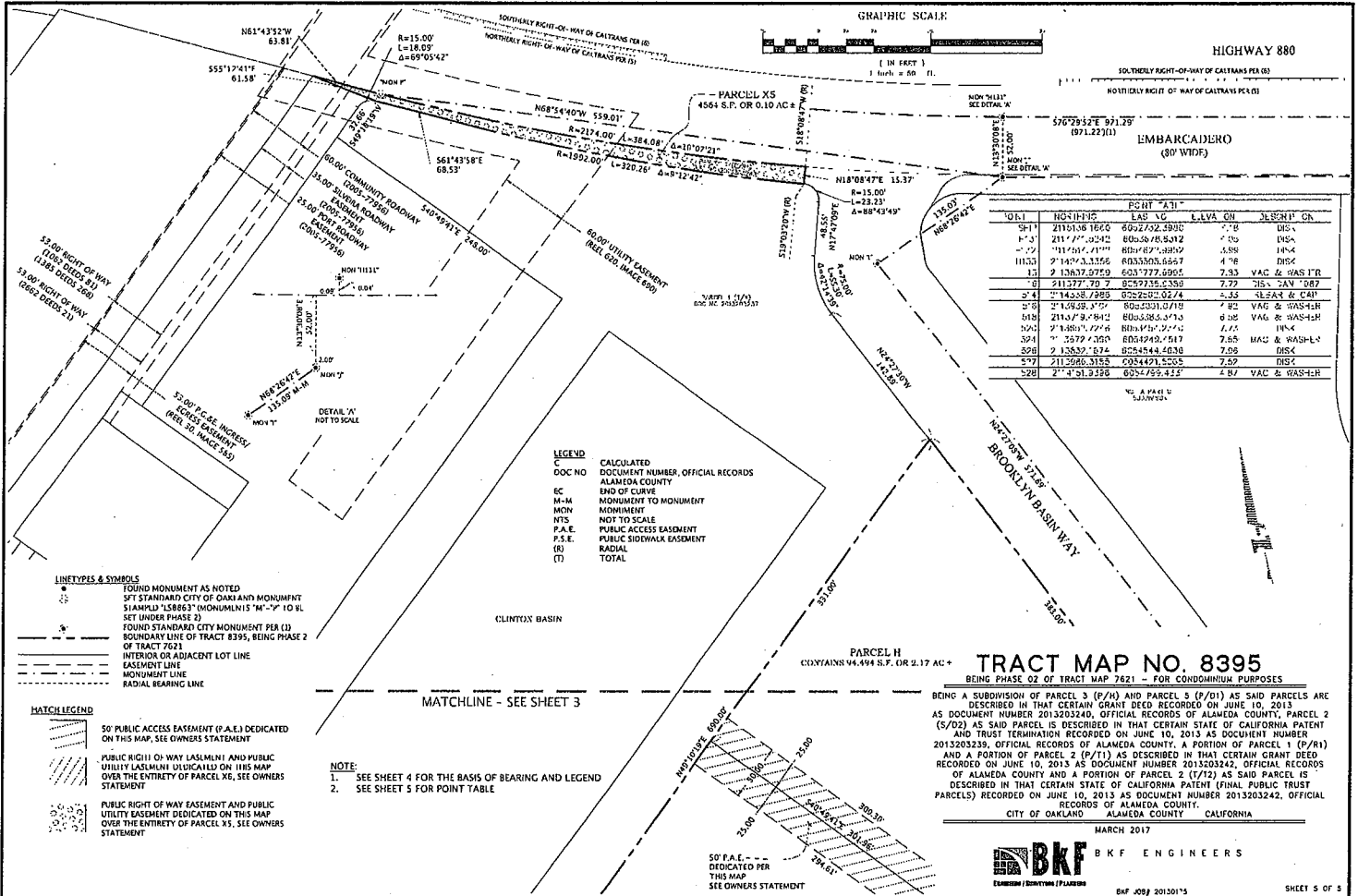
**LINE TYPES & SYMBOLS**

	FOUND MONUMENT AS NOTED
	SET STANDARD CITY OF OAKLAND MONUMENT STANDED "LS8863" MONUMENTS "M-1" TO BE SET UNDER PHASE 2)
	FOUND STANDARD CITY MONUMENT PER (1)
	BOUNDARY LINE OF TRACT 8395, BEING PHASE 2 OF TRACT 7621
	INTERIOR ON ADJACENT LOT LINE
	EASEMENT LINE
	MONUMENT LINE
	RADIAL BEARING LINE

**HATCH LEGEND**

	50' PUBLIC ACCESS EASEMENT (P.A.E.) DEDICATED ON THIS MAP, SEE OWNERS STATEMENT
	PUBLIC RIGHT OF WAY EASEMENT AND PUBLIC UTILITY EASEMENT DEDICATED ON THIS MAP OVER THE ENTIRETY OF PARCEL X6, SEE OWNERS STATEMENT
	PUBLIC RIGHT OF WAY EASEMENT AND PUBLIC UTILITY EASEMENT DEDICATED ON THIS MAP OVER THE ENTIRETY OF PARCEL X5, SEE OWNERS STATEMENT





POINT #	NORTHING	EASTING	DESCRIPTION
101	21101.06	602752.5903	7.78 VAC & HAS-1R
102	211277.72	602975.5358	7.77 VAC & HAS-1R
103	211423.87	602825.0274	7.85 VAC & HAS-1R
104	211498.37	602831.0719	7.82 VAC & HAS-1R
105	211307.87	602836.3710	6.08 VAC & HAS-1R
106	211389.77	602842.3710	7.75 VAC & HAS-1R
107	211379.32	602842.0274	7.85 VAC & HAS-1R
108	211352.07	602844.4030	7.06 VAC & HAS-1R
109	211366.3155	602847.5205	7.50 VAC & HAS-1R
110	211431.0390	602849.4115	4.87 VAC & HAS-1R

**BKF ENGINEERS**  
BANKERS BUILDING / 1000 MARKET STREET / SAN FRANCISCO, CA 94102  
PH: 415.774.3000  
FAX: 415.774.3001  
WWW.BKFENGINEERS.COM

**RECORDS OF ALAMEDA COUNTY, CALIFORNIA**  
CITY OF OAKLAND / ALAMEDA COUNTY / CALIFORNIA

**MARCH 2017**

**SHEET 5 OF 5**

# PHASE 2 ON-SITE IMPROVEMENT PLANS

## BROOKLYN BASIN

### CITY OF OAKLAND, ALAMEDA COUNTY, CALIFORNIA

**SHEET INDEX**

SHEET NO	DESCRIPTION
----------	-------------

**CIVIL DRAWINGS**

1	CS.0	TITLE SHEET
2	CS.1	NOTES, ABBREVIATIONS AND LEGEND
3	CS.2	SHEET INDEX
4	CS.3	BOUNDARY AND EASEMENTS
5	CS.4	BOUNDARY AND EASEMENTS—FOR REFERENCE ONLY
6	CS.5	EXISTING CONDITIONS—BROOKLYN BASIN WAY
7	CS.6	EXISTING CONDITIONS—PARCEL C & H
8	CS.7	EXISTING CONDITIONS—PARCEL D & E
9	CS.8	EXISTING CONDITIONS—PARCEL E
10	CS.9	EXISTING CONDITIONS—PARCEL H & J
11	CS.10	DEMARCATION PLAN
12	CS.11	OVERALL SITE PLAN
13	CS.12	HORIZONTAL CONTROL PLAN—BROOKLYN BASIN WAY
14	CS.13	HORIZONTAL CONTROL PLAN—PARCEL H & J—8TH AVENUE
15	CS.14	HORIZONTAL CONTROL PLAN—PARCEL D & E—8TH & 9TH AVENUE
16	CS.15	HORIZONTAL CONTROL PLAN—PARCEL E—8TH & 9TH AVENUE
17	CS.16	HORIZONTAL CONTROL PLAN—PARCEL J—8TH AVENUE
18	CS.17	HORIZONTAL CONTROL PLAN—PARCEL B & C—8TH AVENUE
19	CS.18	HORIZONTAL CONTROL PLAN—PARCEL A—9TH AVENUE
20	CS.19	OVERALL SOUNDING & STOPPING PLAN
21	CS.20	OVERALL GRADING PLAN
22	CS.21	GRADING PLAN—GATEWAY PARK
23	CS.22	GRADING PLAN—PARCEL H
24	CS.23	GRADING PLAN—PARCEL D
25	CS.24	GRADING PLAN—PARCEL E
26	CS.25	GRADING PLAN—PARCEL J
27	CS.26	GRADING PLAN—PARCEL B & C
28	CS.27	GRADING PLAN—PARCEL A
29	CS.28	DETAILED GRADING PLAN—RECREATION AREA C
30	CS.29	OVERALL SITE UTILITY PLAN
31	CS.30	PLAN AND PROFILE—8TH AVENUE STA 8+50—13+50
32	CS.31	PLAN AND PROFILE—8TH AVENUE STA 13+50—18+00
33	CS.32	PLAN AND PROFILE—8TH AVENUE STA 18+00—20+75
34	CS.33	TYPICAL STREET SECTIONS
35	CS.34	STREET SECTIONS—8TH AVENUE
36	CS.35	STREET SECTIONS—9TH AVENUE
37	CS.36	STREET SECTIONS—9TH AVENUE
38	CS.37	CONSTRUCTION DETAILS
39	CS.38	CONSTRUCTION DETAILS
40	CS.39	CONSTRUCTION DETAILS
41	CS.40	CONSTRUCTION DETAILS
42	CS.41	CONSTRUCTION DETAILS
43	CS.42	CONSTRUCTION DETAILS
44	CS.43	CONSTRUCTION DETAILS
45	CS.44	STORM DRAIN OUTFALL STRUCTURE
46	CS.45	STORM DRAIN OUTFALL STRUCTURE
47	CS.46	SHEET PILE RETAINING WALL DETAIL
48	CS.47	SS LIFT STATION DETAIL SHEET
49	CS.48	EROSION CONTROL PLAN
50	CS.49	EROSION CONTROL, NOTES AND DETAILS

**LANDSCAPE & IRRIGATION DRAWINGS**

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52	LS.2	LAYOUT IDENTIFICATION PLAN
53	LS.3	LAYOUT IDENTIFICATION PLAN
54	LS.4	PLANTING PLAN
55	LS.5	PLANTING PLAN
56	LS.6	PLANTING NOTES & SCHEDULE
57	LS.7	LANDSCAPE DETAILS
58	LS.8	LANDSCAPE DETAILS
59	LS.9	LANDSCAPE DETAILS
60	LS.10	SITE FURNISHINGS
61	LS.11	IRRIGATION PLAN
62	LS.12	IRRIGATION LEGEND & NOTES
63	LS.13	IRRIGATION DETAILS
64	LS.14	IRRIGATION DETAILS
65	LS.15	IRRIGATION DETAILS

**JOINT TRENCH DRAWINGS**

66	NT.1	JOINT TRENCH INTENT TITLE SHEET
67	NT.2	JOINT TRENCH INTENT

**PROJECT DATA**

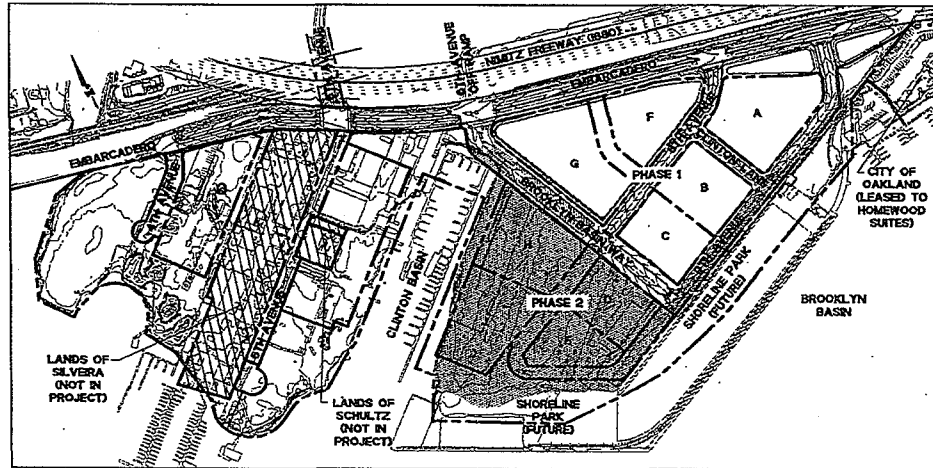
**DEVELOPER:** ZARSON O&P-I, LLC.  
C/O SIGNATURE PROPERTIES  
2535 BROADWAY, SUITE 200  
OAKLAND, CA 94612  
PHONE: (510) 251-9272  
CONTACT: PATRICK VAN HESS

**ENGINEER:** BOF ENGINEERS  
300 FRANK OAKMA PLAZA, SUITE 300  
OAKLAND, CA 94612  
PHONE: (510) 482-4377  
CONTACT: SIMON NORTH

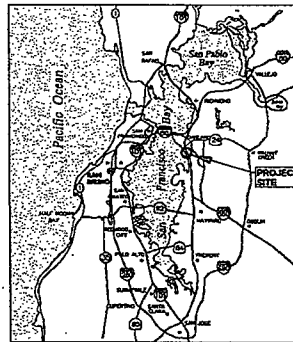
**LANDSCAPE ARCHITECT:** GOLDEN ASSOCIATES  
4400 MARKET STREET  
OAKLAND, CA 94609  
PHONE: (510) 485-4030  
CONTACT: LESLIE GOLDEN

**GEOTECHNICAL ENGINEER:** ENGRO  
2010 CROW CANYON PLACE, SUITE 250  
SAN RAMON, CA 94583  
PHONE: (925) 866-4000  
CONTACT: JEFF FIPPIN

**STRUCTURAL ENGINEER:** SIMPSON CLARKE & HEGER (SCH)  
300 12TH STREET, SUITE 270  
OAKLAND, CA 94607  
PHONE: (510) 437-4452  
CONTACT: SM YAO



**SITE PLAN**  
1"=200'



**LOCATION MAP**  
N.T.S.

**ENGINEER'S STATEMENT**

THESE CONSTRUCTION DOCUMENTS HAVE BEEN PREPARED BY ME OR UNDER MY DIRECTION IN ACCORDANCE WITH STANDARD ENGINEERING PRACTICE.

*Thomas Adams, P.E.*  
THOMAS ADAMS, P.E.  
PRINCIPAL/VICE PRESIDENT  
BOF ENGINEERS  
9/14/16  
DATE

*Simon North, P.E.*  
SIMON R. NORTH, P.E.  
PROJECT MANAGER  
BOF ENGINEERS  
9/14/16  
DATE

**GEOTECHNICAL ENGINEER'S STATEMENT**

*Jeff Fippin, G.E.*  
JEFF FIPPIN, G.E.  
GEOTECHNICAL ENGINEER  
ENGRO  
9/14/16  
DATE

**CITY OF OAKLAND**

APPROVED: CITY OF OAKLAND FIRE DEPARTMENT (FOR STREET NAMES, FIRE HYDRANT SPACING AND FIRE SERVICE LOCATION AND CONSTRUCTION DETAILS)

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

APPROVED: CITY OF OAKLAND TRAFFIC ENGINEERING DEPARTMENT

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

APPROVED: CITY OF OAKLAND ELECTRICAL SERVICES

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

APPROVED: CITY OF OAKLAND ENGINEERING DEPARTMENT

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



Know what's below.  
Call before you dig.  
PX 1600019



BROOKLYN BASIN  
PHASE 2 ON-SITE IMPROVEMENT PLANS  
TITLE SHEET  
ALAMEDA COUNTY  
CALIFORNIA

CITY OF OAKLAND

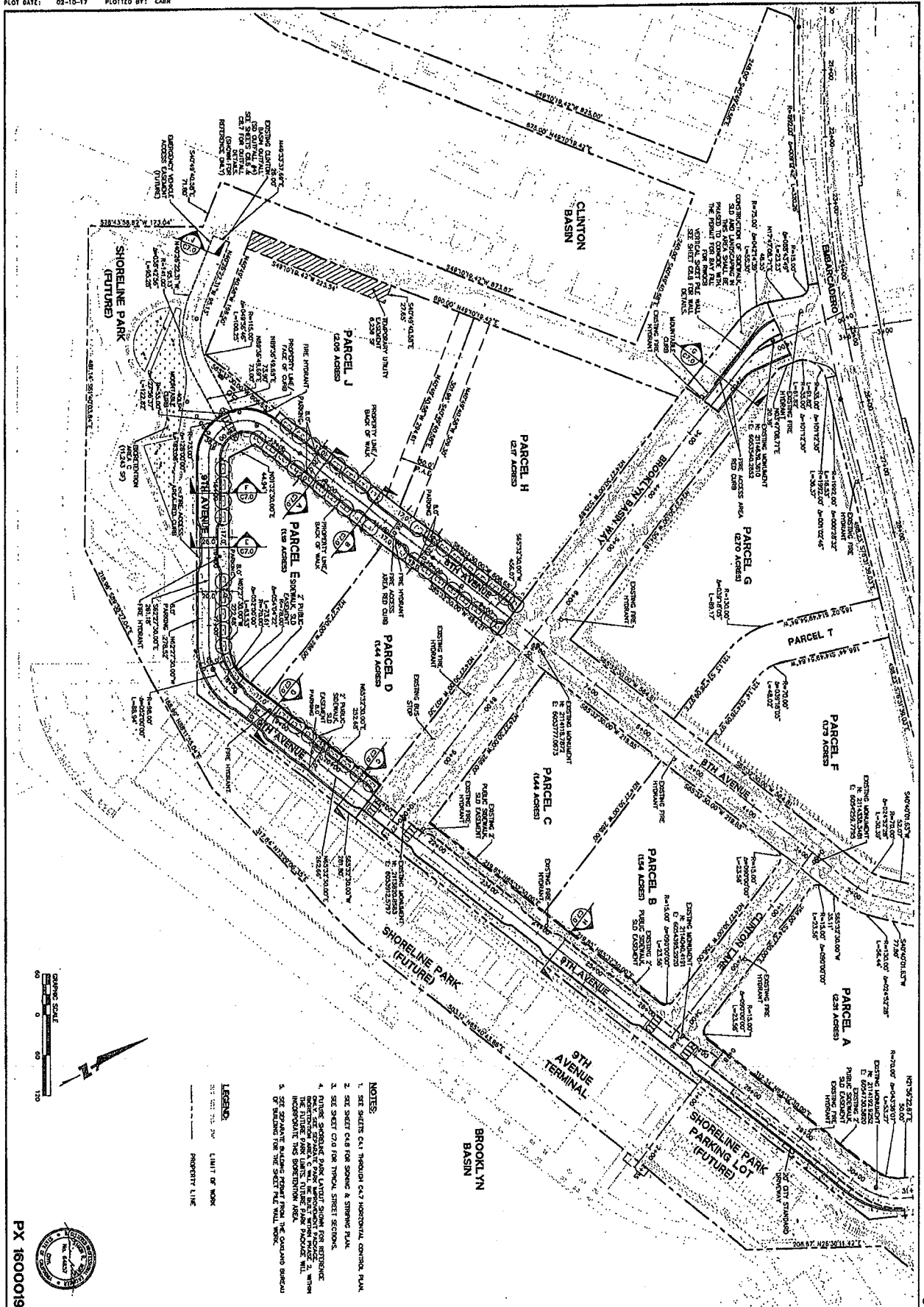
Revision	Date	By	Check	Drawn	Insp	Appr	Job No
	09/14/16						

C1.0  
1 of 17

CITY RESUBMITTAL 09/14/16 - NOT FOR CONSTRUCTION

DRAWING NAME: K:\1600019\1600019\PHASE 2\UNNOTED SHEETS\CVI-00-1.1 TITLE SHEET.dwg  
PLOT DATE: 09/14/16





GRAPHIC SCALE  
 0 50 100  
 1" = 50'



- NOTES:**
- SEE SHEETS C4.1 THROUGH C4.7 HORIZONTAL CONTROL PLAN.
  - SEE SHEET C4.8 FOR SPRING & STORMING PLAN.
  - SEE SHEET C7.0 FOR TRUCK STREET SECTION.
  - OTHER SHORELINE PARK LAYOUT SHOWN FOR REFERENCE. THIS LAYOUT IS NOT TO BE CONSIDERED A FINAL DESIGN AND IS SUBJECT TO CHANGE WITHOUT NOTICE. THE BUREAU OF PUBLIC WORKS SHALL BE RESPONSIBLE FOR ANY CHANGES TO THIS LAYOUT.
  - SEE SEPARATE BUILDING PERMIT FROM THE OAKLAND BUREAU OF BUILDING FOR THE SHEET FIRE WALL WORK.
- LEGEND:**
- PROPERTY LINE
  - LIMIT OF WORK

PX 1600019

Date	By	No.	Revisions
09/14/16	MPD		
09/14/16	MPD		
09/14/16	MPD		
09/14/16	MPD		
09/14/16	MPD		

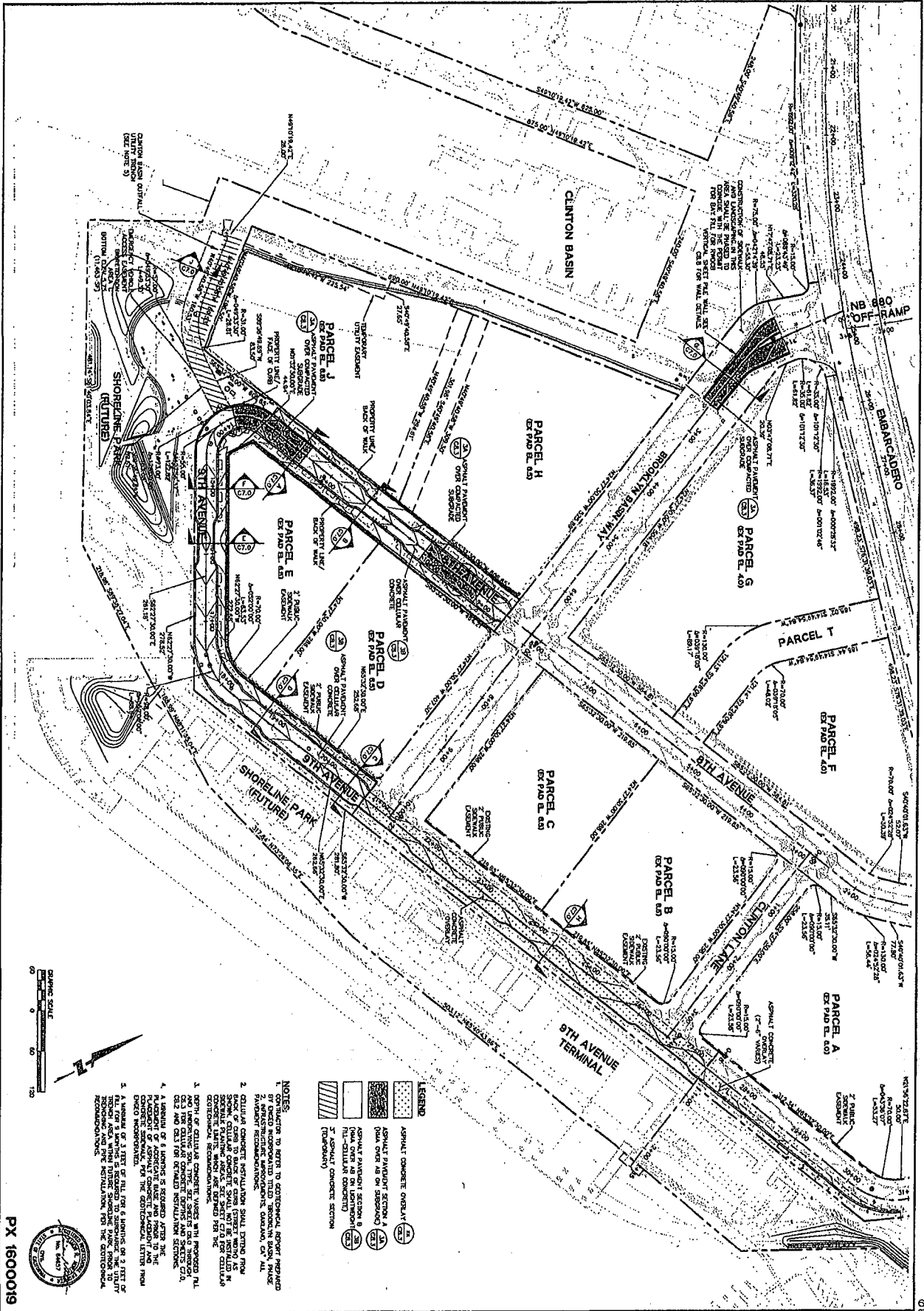
C4.0  
 12 OF 17

**BROOKLYN BASIN  
 PHASE 2 ON-SITE IMPROVEMENT PLANS  
 OVERALL SITE PLAN**

CITY OF OAKLAND ALAMEDA COUNTY CALIFORNIA


**BKF**  
 300 FRANK OGAWA PLAZA  
 SUITE 300  
 OAKLAND, CA 94612  
 510/237-2551  
 510/237-5011 (FAX)

ENGINEERS/SURVEYORS/PLANNERS  
 O BKF ENGINEERS



**NOTES**

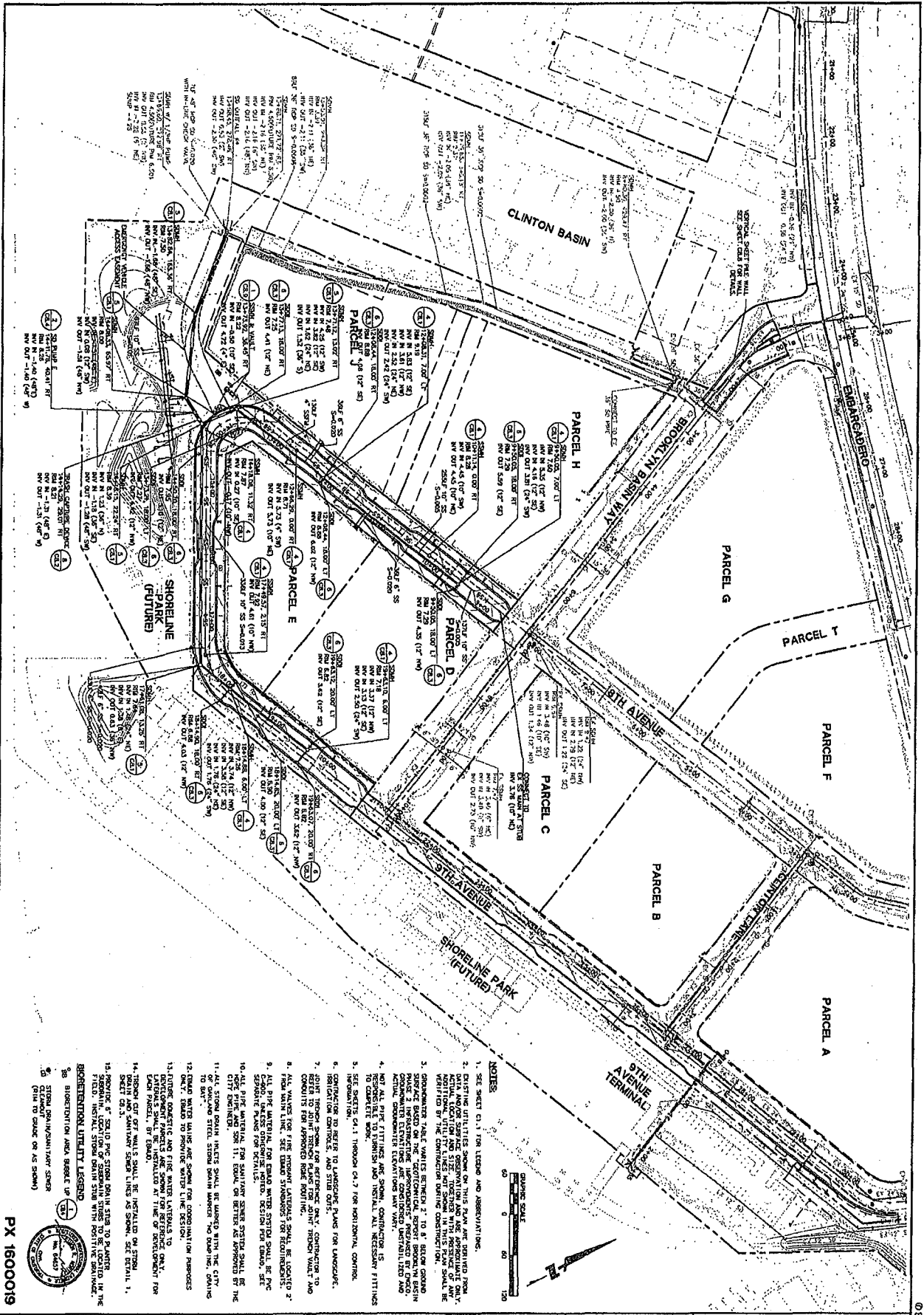
1. REFER TO SHEET TO SHEET TO ENVIRONMENTAL REPORT PREPARED BY DAVIS BROOKHOLDEN TITUS BROWN IN BASIN PHASE 1 IMPROVEMENT PROJECT, OAKLAND, CA, ALL DRAWINGS MUST BE APPROVED BY THE CITY OF OAKLAND.
2. CURB AND GUTTER INSTALLATION SHALL BE IN ACCORDANCE WITH THE STANDARD SPECIFICATIONS FOR PUBLIC WORKS, EDITION 2012, SECTION 201.01.01, CURB AND GUTTER.
3. SIGN OF CURB AND GUTTER SHALL BE WITH PROPOSED 1/2" AND 1/4" SLOPE. SEE SHEET 150123-06-01 FOR CURB AND GUTTER INSTALLATION DETAILS.
4. A SIGNATURE & LICENSE IS REQUIRED AFTER THE PROJECTOR OF ASSOCIATE ENGINEER HAS REVIEWED THE DRAWINGS AND APPROVED FOR THE CITY OF OAKLAND.
5. ALL WORK IS TO BE IN ACCORDANCE WITH THE CITY OF OAKLAND STANDARD SPECIFICATIONS FOR PUBLIC WORKS, EDITION 2012, SECTION 201.01.01, CURB AND GUTTER.

**BROOKLYN BASIN  
 PHASE 2 ON-SITE IMPROVEMENT PLANS  
 OVERALL GRADING PLAN**

CITY OF OAKLAND      ALAMEDA COUNTY      CALIFORNIA

**BKT**  
 ENGINEERS | SURVEYORS | PLANNERS

300 FRANK OGAWA PLAZA  
 SUITE 200  
 OAKLAND, CA 94612  
 510-421-1212 (TEL)  
 510-227-3011 (FAX)



PX 1800019

- NOTES**
- SEE SHEET CD-1 FOR LEGEND AND ABBREVIATIONS.
  - EXISTING UTILITIES SHOWN ON THIS PLAN ARE DERIVED FROM DATA PROVIDED BY THE CITY OF OAKLAND AND ARE APPROXIMATE ONLY. VERIFY THE LOCATION AND DEPTH OF ALL UTILITIES PRIOR TO CONSTRUCTION. UTILITIES NOT SHOWN IN THIS PLAN SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR DURING CONSTRUCTION.
  - PROVIDE ALL UTILITY LINES TO BE 2' BELOW GRADE UNLESS OTHERWISE NOTED.
  - ALL UTILITY LINES SHALL BE INSTALLED IN ACCORDANCE WITH THE CITY OF OAKLAND SPECIFICATIONS FOR UTILITY INSTALLATION AND SHALL BE INSTALLED IN ACCORDANCE WITH THE CITY OF OAKLAND SPECIFICATIONS FOR UTILITY INSTALLATION AND SHALL BE INSTALLED IN ACCORDANCE WITH THE CITY OF OAKLAND SPECIFICATIONS FOR UTILITY INSTALLATION.
  - SEE SHEET CD-1 THROUGH CD-2 FOR INSTRUMENTAL CONTROL INFORMATION.
  - CONTRACTOR TO REFER TO LANDSCAPE PLANS FOR LANDSCAPE, IRRIGATION, AND STUB OUTS.
  - REFER TO SHEET CD-1 FOR ALL INFORMATION RELATIVE TO CONSTRUCTION OF SANITARY AND STUB OUTS.
  - ALL VALVES FOR FIRE HYDRANT LATERALS SHALL BE LOCATED 2' FROM THE STREET CURB AND SHALL BE INSTALLED IN ACCORDANCE WITH THE CITY OF OAKLAND SPECIFICATIONS FOR UTILITY INSTALLATION AND SHALL BE INSTALLED IN ACCORDANCE WITH THE CITY OF OAKLAND SPECIFICATIONS FOR UTILITY INSTALLATION.
  - ALL FIRE MATERIALS SHALL BE INSTALLED IN ACCORDANCE WITH THE CITY OF OAKLAND SPECIFICATIONS FOR UTILITY INSTALLATION AND SHALL BE INSTALLED IN ACCORDANCE WITH THE CITY OF OAKLAND SPECIFICATIONS FOR UTILITY INSTALLATION.
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Date	By	Check	Scale
09/14/16			1"=60'

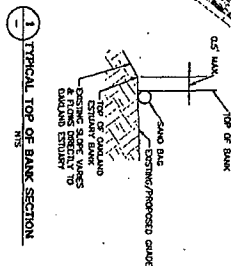
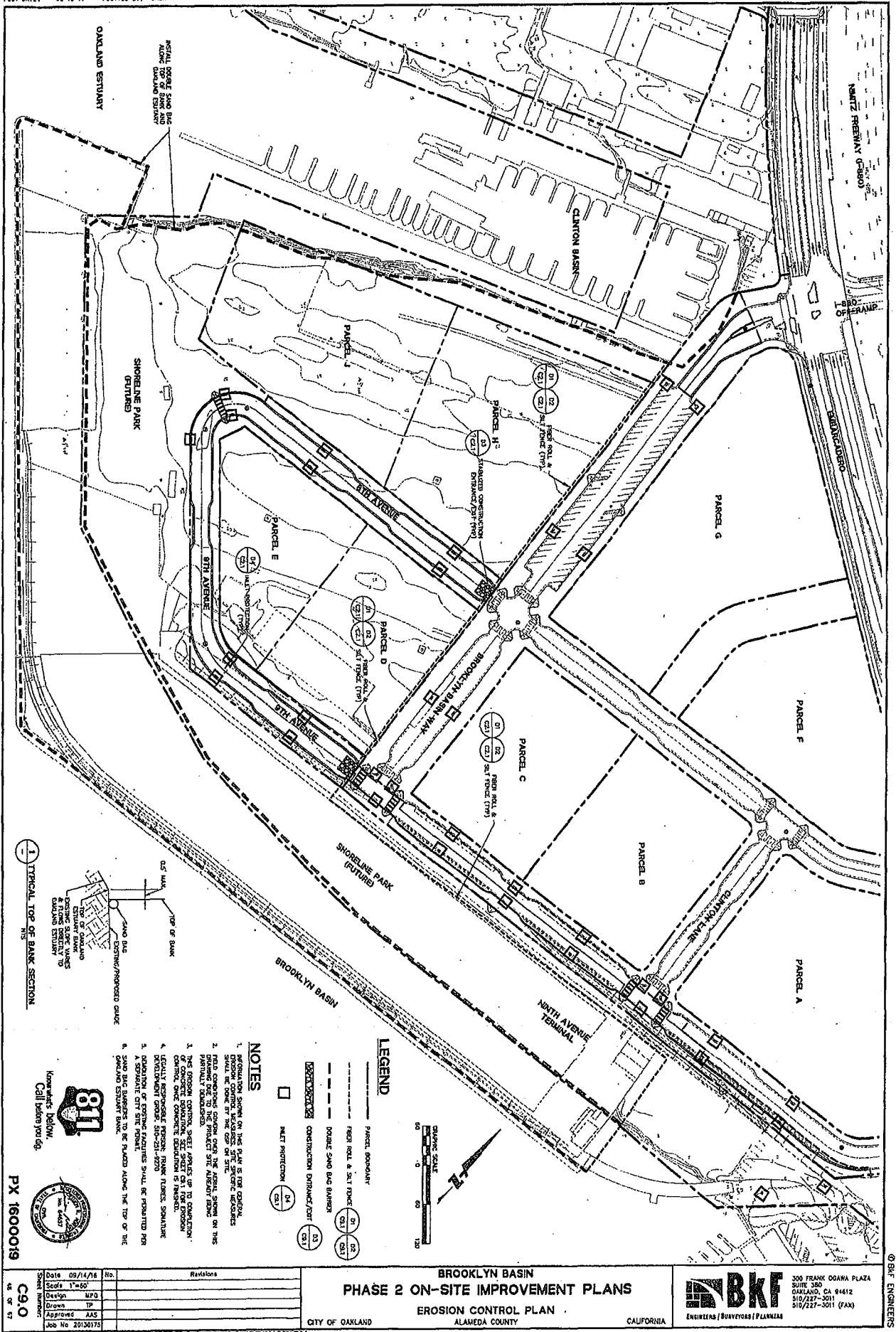
**PHASE 2 ON-SITE IMPROVEMENT PLANS**  
**OVERALL UTILITY PLAN**

CITY OF OAKLAND  
 ALAMEDA COUNTY  
 CALIFORNIA

**BKF**  
 ENGINEERS/SURVEYORS/PLANNERS

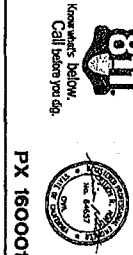
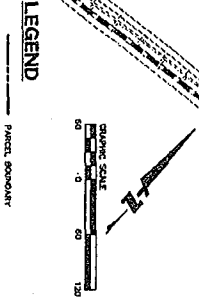
300 FRANK OGAWA PLAZA  
 SUITE 580  
 OAKLAND, CA 94612  
 510/227-1313  
 510/227-3011 (FAX)





- NOTES**
1. EROSION CONTROL STRUCTURES ON THE PLAN ARE FOR GENERAL INFORMATION ONLY. THE CITY ENGINEER'S OFFICE SHALL BE CONSULTED FOR THE FINAL DESIGN AND PERMITS.
  2. EROSION CONTROL STRUCTURES SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE CITY ENGINEER'S OFFICE STANDARDS AND SPECIFICATIONS.
  3. THE EROSION CONTROL SHEET APPLIES UP TO CONSTRUCTION OF THE STRUCTURES. THE CITY ENGINEER'S OFFICE SHALL BE CONSULTED FOR THE FINAL DESIGN AND PERMITS.
  4. EROSION CONTROL STRUCTURES SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE CITY ENGINEER'S OFFICE STANDARDS AND SPECIFICATIONS.
  5. EROSION CONTROL STRUCTURES SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE CITY ENGINEER'S OFFICE STANDARDS AND SPECIFICATIONS.
  6. SAND BAG STRUCTURES TO BE PLACED ALONG THE TOP OF THE EXISTING BANK.

- LEGEND**
- Parcel Boundary
  - Feet Roll & Silt Fence
  - Double Sand Bag Barrier
  - Construction Driveway/Drainage
  - Inlet Protection




Date	09/14/18	No.	
Scale	1"=50'	Revisions	
Design	MFO		
Check	AXS		
Drawn	AXS		
Job No	20150174		

**BROOKLYN BASIN**  
**PHASE 2 ON-SITE IMPROVEMENT PLANS**  
 EROSION CONTROL PLAN

CITY OF OAKLAND      ALAMEDA COUNTY      CALIFORNIA

**BKF** ENGINEERS | SURVEYORS | PLANNERS  
 300 FRANK OGAWA PLAZA  
 SUITE 300  
 OAKLAND, CA 94612  
 510/227-3011  
 510/227-3011 (FAX)

FILED  
OFFICE OF THE CITY CLERK  
OAKLAND

  
Office of the City Attorney

2017 MAR 29 PM 12:46  
OAKLAND CITY COUNCIL

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

**RESOLUTION AUTHORIZING THE CITY ADMINISTRATOR OR DESIGNEE TO ENTER INTO A SUBDIVISION IMPROVEMENT AGREEMENT WITH ZARSION-OHP I, LLC FOR DEFERRED CONSTRUCTION OF PUBLIC INFRASTRUCTURE IMPROVEMENTS AS A CONDITION TO FINAL MAP APPROVAL FOR TRACT NO. 8395, AS PHASE 2 OF TRACT MAP NO. 7621, LOCATED AT 845 EMBARCADERO.**

**WHEREAS**, ZARSION-OHP I, LLC, a California limited liability company (no. 201309910387 (“Subdivider”), is the subdivider of four (4) parcels identified by the Alameda County Assessor as APNs 018-0465-002-06, 018-0465-002-29, 018-0465-002-10, 018-0465-002-12, 018-0465-002-27, 018-0465-002-15, 018-0460-004-06, 018-0460-004-08, 018-0460-004-10 and 018-0460-004-18 and by the Alameda County Clerk-Recorder as Tract No. 8395, as Phase 2 of Tract Map No. 7621, and by the City of Oakland as 845 Embarcadero; and

**WHEREAS**, the Subdivider has acquired by purchase for valuable consideration the real property comprising Tract No. 8395, as Phase 2 of Tract Map No. 7621, through State of California Patent and Trust Termination, series no. 20133203239, recorded June 10, 2013, State of California Patent (Final Public Trust Parcels), series no. 20133203237, recorded June 10, 2013, and two grant deeds, series no. 2013203240, recorded June 10, 2013, and series no. 2013203242 recorded June 10, 2013, by the Alameda County Clerk-Recorder; and

**WHEREAS**, said four (4) parcels are comprised of Parcel 3 (P/H) and Parcel 5 (P/D1) as said parcels are described in that certain grant deed recorded on June 10, 2013, as document number 2013203240, Parcel 2 (S/D2) as said parcel is described in that certain State of California Patent and Trust Termination recorded on June 10, 2013 as document number 2013203239, a portion of Parcel 1 (P/R1) and a portion of Parcel 2 (P/T1) described in that certain grant deed recorded on June 10, 2013, as document number 201303242, and a portion of Parcel 2 (T/T2) as said parcel is described in that certain State of California Patent (Final Public Trust Parcels) recorded on June 10, 2013 as document number 2013203237; and

**WHEREAS**, Oakland Harbor Partners, LLC applied to the City for a Vesting Tentative Tract Map (VTTM 7621) to subdivide said platted land; and

**WHEREAS**, on March 15, 2006, the Planning Commission approved Vesting Tentative Tract Map No. 7621 and the land use entitlements, and certified the Environmental Impact Report (EIR) for the Oak to Ninth Mixed Use Development Project (Oak to Ninth); and

**WHEREAS**, on June 20, 2006, the City Council adopted Resolution No. 79983 C.M.S. approving Vesting Tentative Tract Map No. 7621 for Oak to Ninth; and

**WHEREAS**, on July 18, 2006, the City Council authorized a number of actions to approve Oak to Ninth, including adoption of Resolution No. 79981 C.M.S. to certify the EIR; and

**WHEREAS**, the Development Agreement for Oak to Ninth, now known as the Brooklyn Basin project, was authorized by Ordinance No. 12760 C.M.S. on July 18, 2006, and transferred and assigned to the Subdivider by Resolution No. 84934 C.M.S. on April 22, 2014; and

**WHEREAS**, the Development Agreement, as amended by the First Administrative Amendment to the Development Agreement, provides that the Brooklyn Basin project will be constructed in phases and that multiple Final Maps may be filed for the associated subdivision; and

**WHEREAS**, on January 20, 2009, the City Council adopted Resolution No. 81769 to, among other things, recertify the Oak to Ninth Project EIR as revised; and

**WHEREAS**, the Subdivider now seeks approval of the Final Map for Phase 2 of the development; and

**WHEREAS**, the Subdivider has presented a Final Map for Phase 2 of the development to the City, identified as Tract Map No. 8395 (Being Phase 02 of Tract Map 7621 – For Condominium Purposes), which proposes the subdivision of four (4) developable parcels identified as Parcels D, E, H, and J, an irrevocable offer of dedication of two (2) parcels for public right-of-way easement and public utility easement purposes identified as Parcels X5 and X6, an irrevocable offer of dedication to the City of Oakland of a public access easement on the portion of the property designated in the Final Map as Parcels H and J, and an irrevocable dedication of a public sidewalk easement on the portion of the property designated in the Final Map as Parcels D and E; and

**WHEREAS**, through a separate companion Resolution, staff is seeking conditional approval of Final Map No. 8395; 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 number PX1600019 and the Subdivider's plans and specifications for construction of the required public infrastructure improvements, attached hereto as *Exhibit A* and incorporated herein; and

**WHEREAS**, pursuant to Government Code section 66462 and Oakland Municipal Code section 16.20.100, as a condition precedent to approval of the Final Map for Tract No. 8395, Phase 2, the Subdivider has executed a Subdivision Improvement Agreement, attached hereto as

*Exhibit B* and incorporated herein, assuring the timely construction, unconditional warrantee, and prescribed maintenance of all required public infrastructure improvements; and

**WHEREAS**, pursuant to Government Code section 66499 et seq. and Oakland Municipal Code section 16.20.100, and as required by the 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**, approval of the Subdivision Improvement Agreement does not require further environmental review beyond the previously certified Environmental Impact Report as revised, as none of the circumstances necessitating further environmental review under CEQA Guidelines section 15162 are present. As a separate and independent basis, approval of the Subdivision Improvement Agreement is also exempt from CEQA pursuant to CEQA Guidelines section 15183; now, therefore, be it

**RESOLVED**: That the City Administrator or designee is hereby authorized to enter into a Subdivision Improvement Agreement with ZARSION-OHP I, LLC for deferred construction of public infrastructure improvements as a condition to final map approval for Tract No. 8395, as Phase 2 of Tract Map No. 7621; 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. 8395, as Phase 2 of Tract Map No. 7621, 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, GIBSON McELHANEY, GUILLEN, KALB, KAPLAN AND PRESIDENT REID

NOES -

ABSENT –

ABSTENTION –

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

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

Attachments:

Exhibit A, Subdivider's Improvement Plans (six pages)  
Exhibit B, Subdivision Improvement Agreement (SIA) (fifteen Pages)

# PHASE 2 ON-SITE IMPROVEMENT PLANS

## *BROOKLYN BASIN*

### CITY OF OAKLAND, ALAMEDA COUNTY, CALIFORNIA

**SHEET INDEX**  
SHEET NO. DESCRIPTION

Exhibit A, Subdivider's Improvement Plans (6 pages)

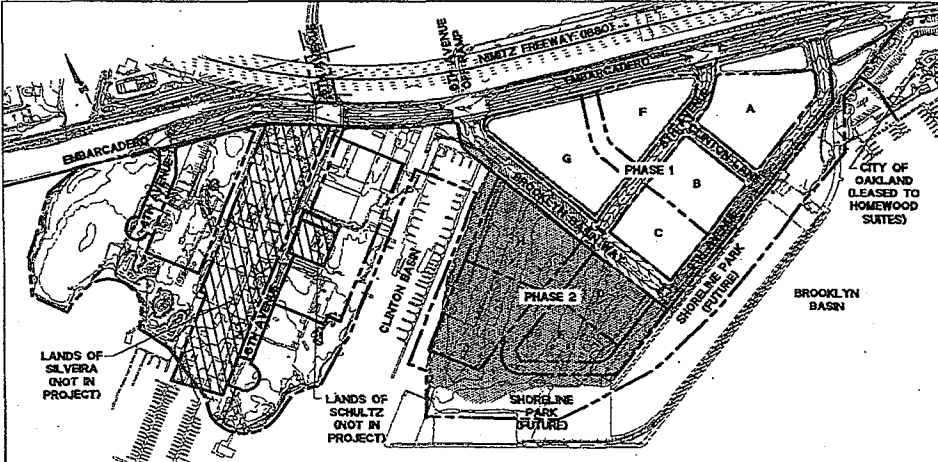
- TITLE SHEET**  
NOTES, ABBREVIATIONS AND LEGEND  
SHEET INDEX  
BOUNDARY AND EASEMENTS  
EXISTING CONDITIONS - BROOKLYN BASIN WAY  
EXISTING CONDITIONS - PARCELS C & H  
EXISTING CONDITIONS - PARCELS D & E  
EXISTING CONDITIONS - PARCEL F  
EXISTING CONDITIONS - PARCELS H & J  
DEMOLITION PLAN  
OVERALL SITE PLAN  
HORIZONTAL CONTROL PLAN - BROOKLYN BASIN WAY  
HORIZONTAL CONTROL PLAN - PARCELS H & J - 8TH AVENUE  
HORIZONTAL CONTROL PLAN - PARCELS D & E - 8TH & 8TH AVENUE  
HORIZONTAL CONTROL PLAN - PARCELS E - 8TH & 8TH AVENUE  
HORIZONTAL CONTROL PLAN - PARCELS J - 8TH AVENUE  
HORIZONTAL CONTROL PLAN - PARCELS B & C - 8TH AVENUE  
HORIZONTAL CONTROL PLAN - PARCELS A - 8TH AVENUE  
OVERALL SOUNDING & STRIPING PLAN  
OVERALL SOUNDING PLAN  
GRADING PLAN - CATERWAY PARK  
GRADING PLAN - PARCELS H  
GRADING PLAN - PARCELS D  
GRADING PLAN - PARCELS C  
GRADING PLAN - PARCELS J  
GRADING PLAN - PARCELS B & C  
GRADING PLAN - PARCELS A  
DETAILED GRADING PLAN - BIORETENTION AREA C  
OVERALL SITE UTILITY PLAN  
PLAN AND PROFILE - 8TH AVENUE STA 8+50-13+50  
PLAN AND PROFILE - 8TH AVENUE STA 12+00-16+00  
PLAN AND PROFILE - 8TH AVENUE STA 18+00-20+75  
TYPICAL STREET SECTIONS  
STREET SECTIONS - 8TH AVENUE  
STREET SECTIONS - 9TH AVENUE  
STREET SECTIONS - 8TH AVENUE  
CONSTRUCTION DETAILS  
CONSTRUCTION DETAILS  
CONSTRUCTION DETAILS  
CONSTRUCTION DETAILS  
CONSTRUCTION DETAILS  
CONSTRUCTION DETAILS  
STORM DRAIN OUTFALL STRUCTURE  
STORM DRAIN OUTFALL STRUCTURE  
SHEET PILE RETAINING WALL DETAIL  
SS LIFT STATION DETAIL SHEET  
EROSION CONTROL PLAN  
EROSION CONTROL NOTES AND DETAILS

**LANDSCAPE & IRRIGATION DRAWINGS**

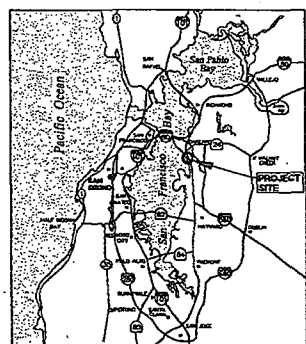
- NOTES, LEGENDS, LISTS  
LAYOUT IDENTIFICATION PLAN  
LAYOUT IDENTIFICATION PLAN  
LAYOUT IDENTIFICATION PLAN  
PLANTING PLAN  
PLANTING NOTES & SCHEDULE  
LANDSCAPE DETAILS  
LANDSCAPE DETAILS  
SITE FURNISHINGS  
IRRIGATION PLAN  
IRRIGATION LEGEND & NOTES  
IRRIGATION DETAILS  
IRRIGATION DETAILS  
IRRIGATION DETAILS

**JOINT TRENCH DRAWINGS**

- JOINT TRENCH INTENT TITLE SHEET  
JOINT TRENCH INTENT



**SITE PLAN**  
1"=200'



**LOCATION MAP**  
N.T.S.

**PROJECT DATA**  
**DEVELOPER:** ZARSON OPR-1, LLC  
070 SIGNATURE PROPERTIES  
2205 BROADWAY, SUITE 200  
OAKLAND, CA 94612  
PHONE: (510) 221-9272  
CONTACT: PATRICK VAN HESS

**ENGINEER:** BKF ENGINEERS  
300 FRANK OGDEN PLAZA, SUITE 300  
OAKLAND, CA 94612  
PHONE: (415) 445-4377  
CONTACT: SIMON NORTH

**LANDSCAPE ARCHITECT:** GOLDEN ASSOCIATES  
4400 MARKET STREET  
OAKLAND, CA 94608  
PHONE: (510) 445-4030  
CONTACT: LESLIE GOLDEN

**GEOTECHNICAL ENGINEER:** ENGCO  
2910 CROW CANYON PLACE, SUITE 250  
SAN RAMON, CA 94583  
PHONE: (925) 356-4000  
CONTACT: JEFF FIPPEN

**STRUCTURAL ENGINEER:** SIMPSON CLAMPERTZ & HEGER (SCH)  
500 11TH STREET, SUITE 270  
OAKLAND, CA 94607  
PHONE: (510) 457-4452  
CONTACT: SAM YAO

**ENGINEER'S STATEMENT**

THESE CONSTRUCTION DOCUMENTS HAVE BEEN PREPARED BY ME OR UNDER MY DIRECTION IN ACCORDANCE WITH STANDARD ENGINEERING PRACTICE.

*Thomas Adam*  
THOMAS ADAM, P.E.  
PRINCIPAL/VICE PRESIDENT  
BKF ENGINEERS  
9/14/16  
DATE

*Simon North*  
SIMON R. NORTH, P.E.  
PROJECT MANAGER  
BKF ENGINEERS  
9/14/16  
DATE

**GEOTECHNICAL ENGINEER'S STATEMENT**

*Jeff Fippen*  
JEFF FIPPEN, C.E.  
GEOTECHNICAL ENGINEER  
ENGCO  
9/14/16  
DATE

**CITY OF OAKLAND**

APPROVED: CITY OF OAKLAND FIRE DEPARTMENT (FOR STREET NAMES, FIRE HYDRANT SPACING AND FIRE SERVICE LOCATION AND CONSTRUCTION DETAILS)

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

APPROVED: CITY OF OAKLAND TRAFFIC ENGINEERING DEPARTMENT

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

APPROVED: CITY OF OAKLAND ELECTRICAL SERVICES

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

APPROVED: CITY OF OAKLAND ENGINEERING DEPARTMENT

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



Know what's below.  
Call before you dig.

PX 1600019

300 FRANK OGDEN PLAZA  
OAKLAND, CA 94612  
510/221-9272  
510/221-3011 (FAX)

BKF ENGINEERS / PLANNERS

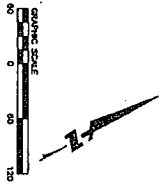
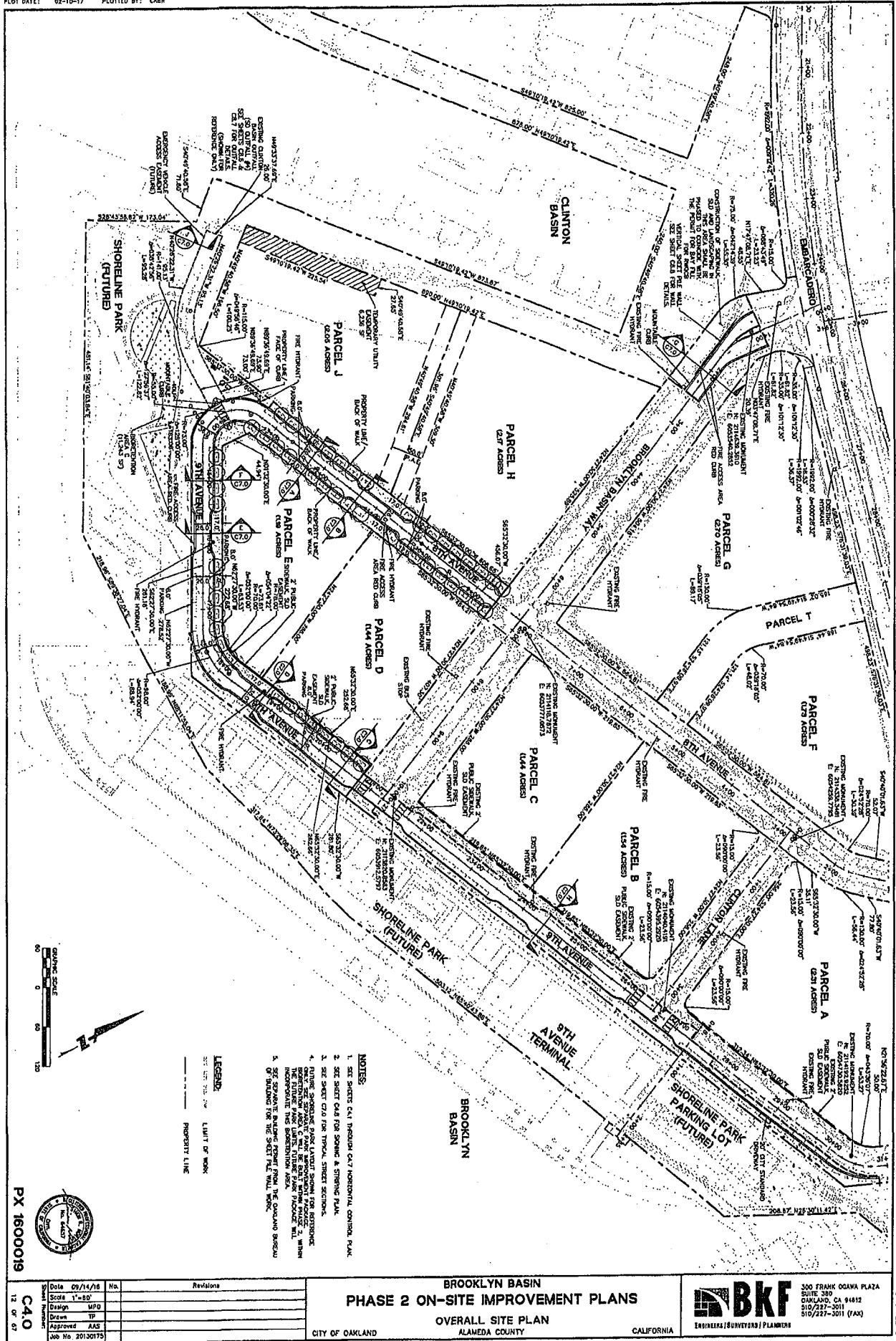
BROOKLYN BASIN  
PHASE 2 ON-SITE IMPROVEMENT PLANS  
TITLE SHEET  
ALAMEDA COUNTY  
CITY OF OAKLAND  
CALIFORNIA

DATE	BY	FOR
09/14/16	THOMAS ADAM	ENGINEER
09/14/16	SIMON NORTH	PROJECT MANAGER
09/14/16	JEFF FIPPEN	GEOTECHNICAL ENGINEER

C1.0

PRINTING NAME: 08/15/2016 10:20:00 AM  
PLOT DATE: 08/15/2016 10:20:00 AM  
OFFICE OF THE CITY ENGINEER  
OAKLAND  
2017 MAR 29 PM 12:46

CITY RESUBMITTAL 08/14/16 - NOT FOR CONSTRUCTION



PX 1600019

Date	By	No.	Revisions
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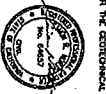
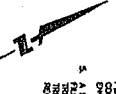
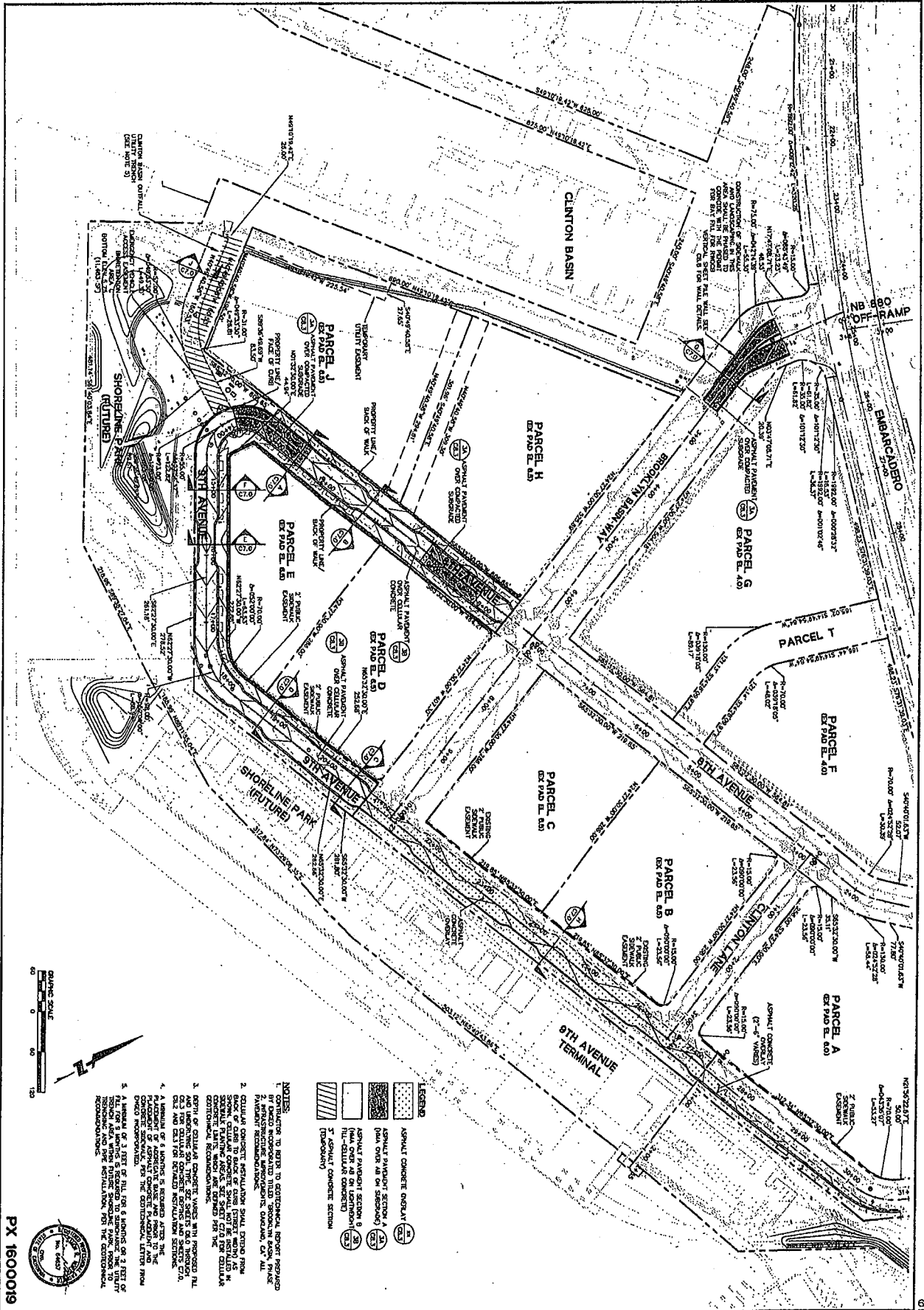
- NOTES:**
- SEE SHEETS C-1 THROUGH C-7 FOR GENERAL CONTROL PLAN.
  - SEE SHEET C-8 FOR DRIVEWAY & STORMWATER PLAN.
  - SEE SHEET C-9 FOR TYPICAL STREET SECTIONS.
  - SEE SHEET C-10 FOR TYPICAL STREET SECTIONS.
  - SEE SHEET C-11 FOR TYPICAL STREET SECTIONS.
  - SEE SHEET C-12 FOR TYPICAL STREET SECTIONS.
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  - SEE SHEET C-78 FOR TYPICAL STREET SECTIONS.
  - SEE SHEET C-79 FOR TYPICAL STREET SECTIONS.
  - SEE SHEET C-80 FOR TYPICAL STREET SECTIONS.
  - SEE SHEET C-81 FOR TYPICAL STREET SECTIONS.
  - SEE SHEET C-82 FOR TYPICAL STREET SECTIONS.
  - SEE SHEET C-83 FOR TYPICAL STREET SECTIONS.
  - SEE SHEET C-84 FOR TYPICAL STREET SECTIONS.
  - SEE SHEET C-85 FOR TYPICAL STREET SECTIONS.
  - SEE SHEET C-86 FOR TYPICAL STREET SECTIONS.
  - SEE SHEET C-87 FOR TYPICAL STREET SECTIONS.
  - SEE SHEET C-88 FOR TYPICAL STREET SECTIONS.
  - SEE SHEET C-89 FOR TYPICAL STREET SECTIONS.
  - SEE SHEET C-90 FOR TYPICAL STREET SECTIONS.
  - SEE SHEET C-91 FOR TYPICAL STREET SECTIONS.
  - SEE SHEET C-92 FOR TYPICAL STREET SECTIONS.
  - SEE SHEET C-93 FOR TYPICAL STREET SECTIONS.
  - SEE SHEET C-94 FOR TYPICAL STREET SECTIONS.
  - SEE SHEET C-95 FOR TYPICAL STREET SECTIONS.
  - SEE SHEET C-96 FOR TYPICAL STREET SECTIONS.
  - SEE SHEET C-97 FOR TYPICAL STREET SECTIONS.
  - SEE SHEET C-98 FOR TYPICAL STREET SECTIONS.
  - SEE SHEET C-99 FOR TYPICAL STREET SECTIONS.
  - SEE SHEET C-100 FOR TYPICAL STREET SECTIONS.

**BROOKLYN BASIN  
 PHASE 2 ON-SITE IMPROVEMENT PLANS  
 OVERALL SITE PLAN**

CITY OF OAKLAND ALAMEDA COUNTY CALIFORNIA

**BKF** ENGINEERS

300 FRANK OGDEN PLAZA  
 SUITE 300  
 OAKLAND, CA 94612  
 510/227-3011  
 510/227-3011 (FAX)



**NOTES:**  
 1. Refer to notes to general notes prepared by David Rosenblat for the Brooklyn Basin, Phase 2, Interim Construction, Oakland, CA. All work shall conform to the applicable provisions of the California Building Code, including all referenced codes, standards, and specifications.  
 2. Grading shall be in accordance with the proposed plan and shall be checked by the contractor. The contractor shall be responsible for obtaining all necessary permits for the work.  
 3. All work shall be done in accordance with the applicable provisions of the California Building Code, including all referenced codes, standards, and specifications.  
 4. A minimum of 4 inches of compacted fill shall be placed over the existing ground surface and shall be compacted to a minimum of 95% relative compaction.  
 5. All work shall be done in accordance with the applicable provisions of the California Building Code, including all referenced codes, standards, and specifications.

**LEGEND**

	ASPHALT CONCRETE OVERLAY
	ASPHALT PAVEMENT SECTION A
	ASPHALT PAVEMENT SECTION B
	1.5\"/>
	3\"/>

PX 1600019

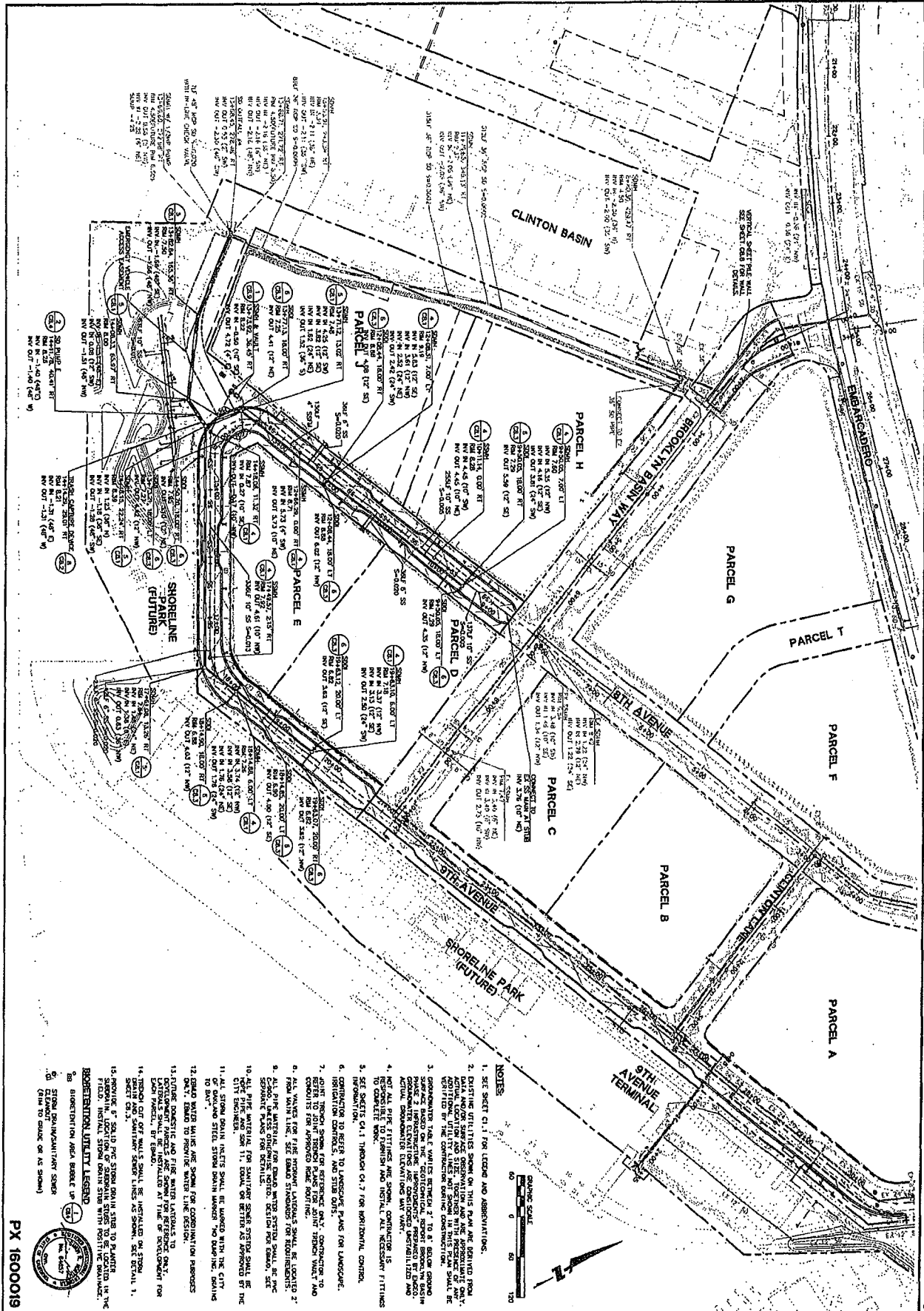
Date	By	No.	Revisions
09/14/18	MPD		
09/14/18	MPD		
09/14/18	MPD		
09/14/18	MPD		

**BROOKLYN BASIN  
 PHASE 2 ON-SITE IMPROVEMENT PLANS  
 OVERALL GRADING PLAN**

CITY OF OAKLAND      ALAMEDA COUNTY      CALIFORNIA

**Bkf**  
 300 FRANK OAKWA PLAZA  
 SUITE 300  
 OAKLAND, CA 94612  
 510/227-2011  
 510/227-3011 (FAX)  
 ENGINEERS/SURVEYORS/PLANNERS

© BKF ENGINEERS



**NOTES:**

- SEE SHEET C-1 FOR LEGEND AND ABBREVIATIONS.
- EXISTING UTILITIES SHOWN ON THIS PLAN ARE DERIVED FROM DATA AND/OR FIELD OBSERVATION AND ARE APPROXIMATE ONLY. ADDITIONAL UTILITIES NOT SHOWN ON THIS PLAN SHALL BE IDENTIFIED BY THE CONTRACTOR DURING CONSTRUCTION.
- CONTRACTOR SHALL VERIFY EXISTING UTILITIES TO BE REMOVED OR RELOCATED. CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE CITY OF OAKLAND AND ALAMEDA COUNTY.
- NOT ALL PIPE FITTINGS ARE SHOWN. CONTRACTOR IS RESPONSIBLE FOR IDENTIFYING AND INSTALLING ALL NECESSARY FITTINGS AND CONNECTIONS.
- SEE SHEET C-1, THROUGH C-7 FOR HORIZONTAL CONTROL INFORMATION.
- CONTRACTOR TO REFER TO LANDSCAPE PLANS FOR LANDSCAPE, IRRIGATION CONTROLS, AND STUB OUTS.
- EXISTING TREES TO BE REMOVED SHALL BE IDENTIFIED AND REMOVED PRIOR TO CONSTRUCTION. CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE CITY OF OAKLAND AND ALAMEDA COUNTY.
- ALL VALUES FOR PIPE HORIZONTAL LAYOUTS SHALL BE LOCATED FROM MAIN LINE. SEE EXISTING STANDARDS FOR REQUIREMENTS.
- ALL PIPE MATERIALS FOR EXISTING STANDARDS SHALL BE PER EXISTING STANDARDS. CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE CITY OF OAKLAND AND ALAMEDA COUNTY.
- ALL PIPE MATERIALS FOR SANITARY SEWER SYSTEMS SHALL BE PER EXISTING STANDARDS. CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE CITY OF OAKLAND AND ALAMEDA COUNTY.
- ALL STORM DRAIN SYSTEMS SHALL BE PER EXISTING STANDARDS. CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE CITY OF OAKLAND AND ALAMEDA COUNTY.
- CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE CITY OF OAKLAND AND ALAMEDA COUNTY.
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**REVISIONS**

Date	By	Revisions
09/14/16	MPD	Design
	YP	Drawn
	AAS	Approved
		Job No 20130175

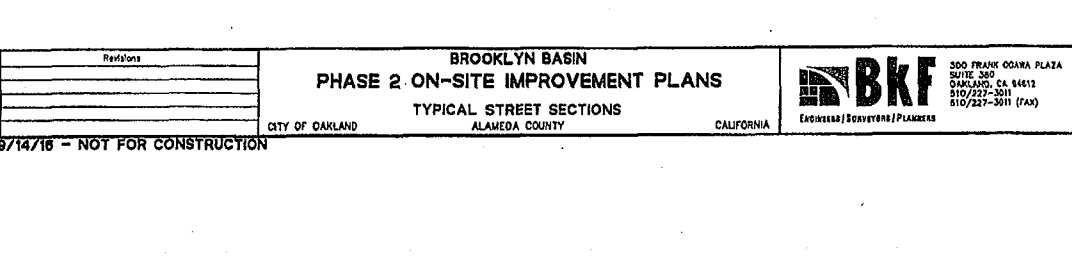
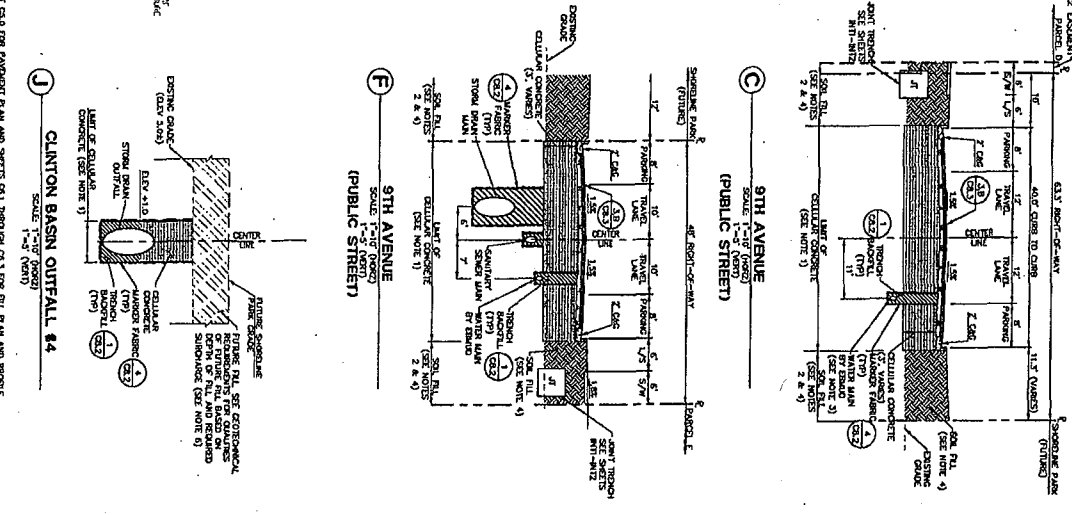
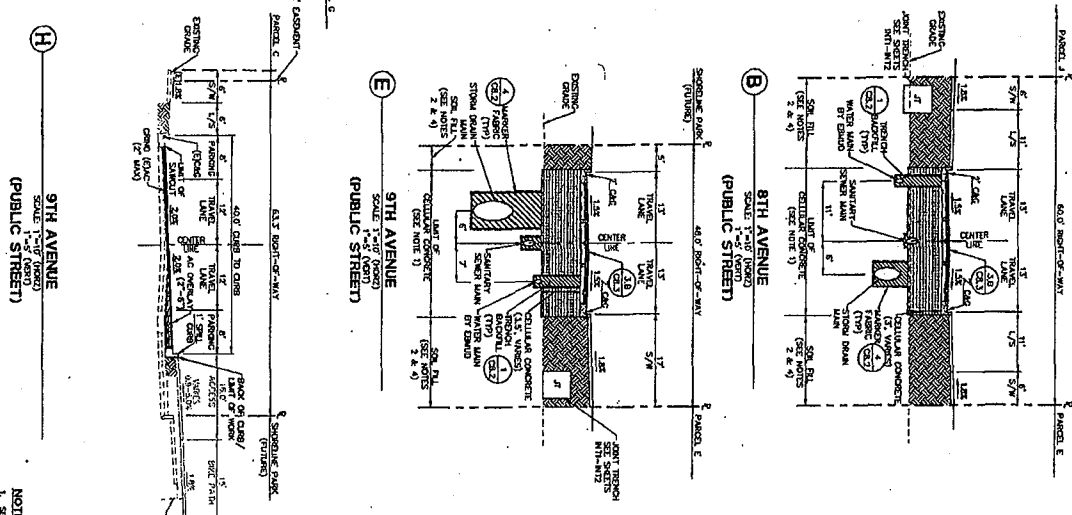
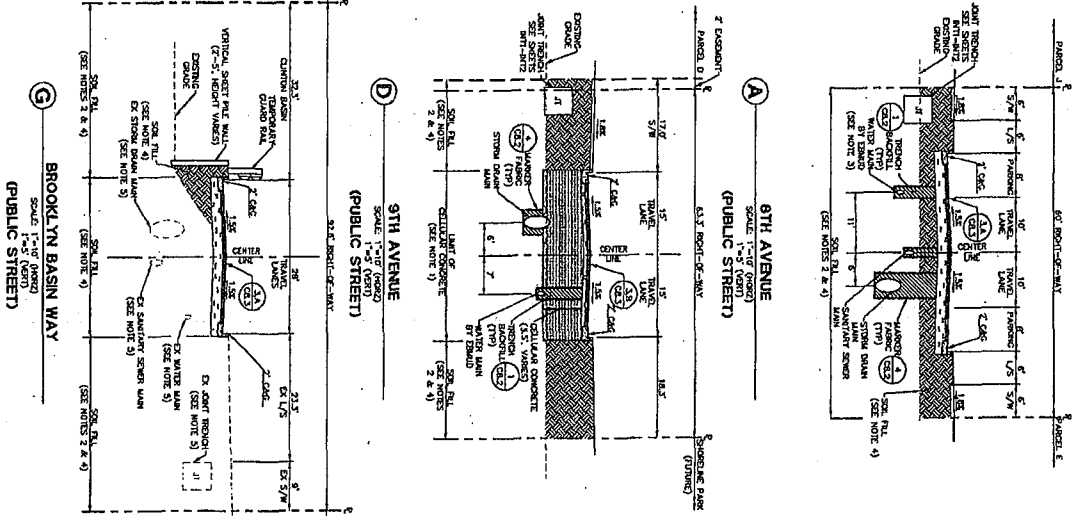
**BROOKLYN BASIN  
 PHASE 2 ON-SITE IMPROVEMENT PLANS  
 OVERALL UTILITY PLAN**

CITY OF OAKLAND      ALAMEDA COUNTY      CALIFORNIA

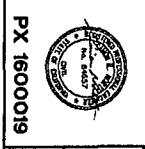
**BKF** ENGINEERS & SURVEYORS / PLANNERS  
 300 FRANK OGAWA PLAZA  
 SUITE 300  
 OAKLAND, CA 94612  
 510/237-1001  
 510/237-3011 (FAX)

**C6.0**  
 CITY RESUBMITTAL 09/14/16 - NOT FOR CONSTRUCTION

DATE: 02-10-17



- NOTES:**
- SEE SHEET C-10 FOR PARADEWAY PLAN AND SHEET C-11 THROUGH C-13 FOR RAIL PLAN AND PROFILE.
  - PROTECT EXISTING UTILITIES AND ADJUSTMENTS. UNRECORDED UTILITIES SHALL BE SHOWN ON A SEPARATE SHEET.
  - VERIFY ALL UTILITIES AND ADJUSTMENTS. UNRECORDED UTILITIES SHALL BE SHOWN ON A SEPARATE SHEET.
  - VERIFY ALL UTILITIES AND ADJUSTMENTS. UNRECORDED UTILITIES SHALL BE SHOWN ON A SEPARATE SHEET.
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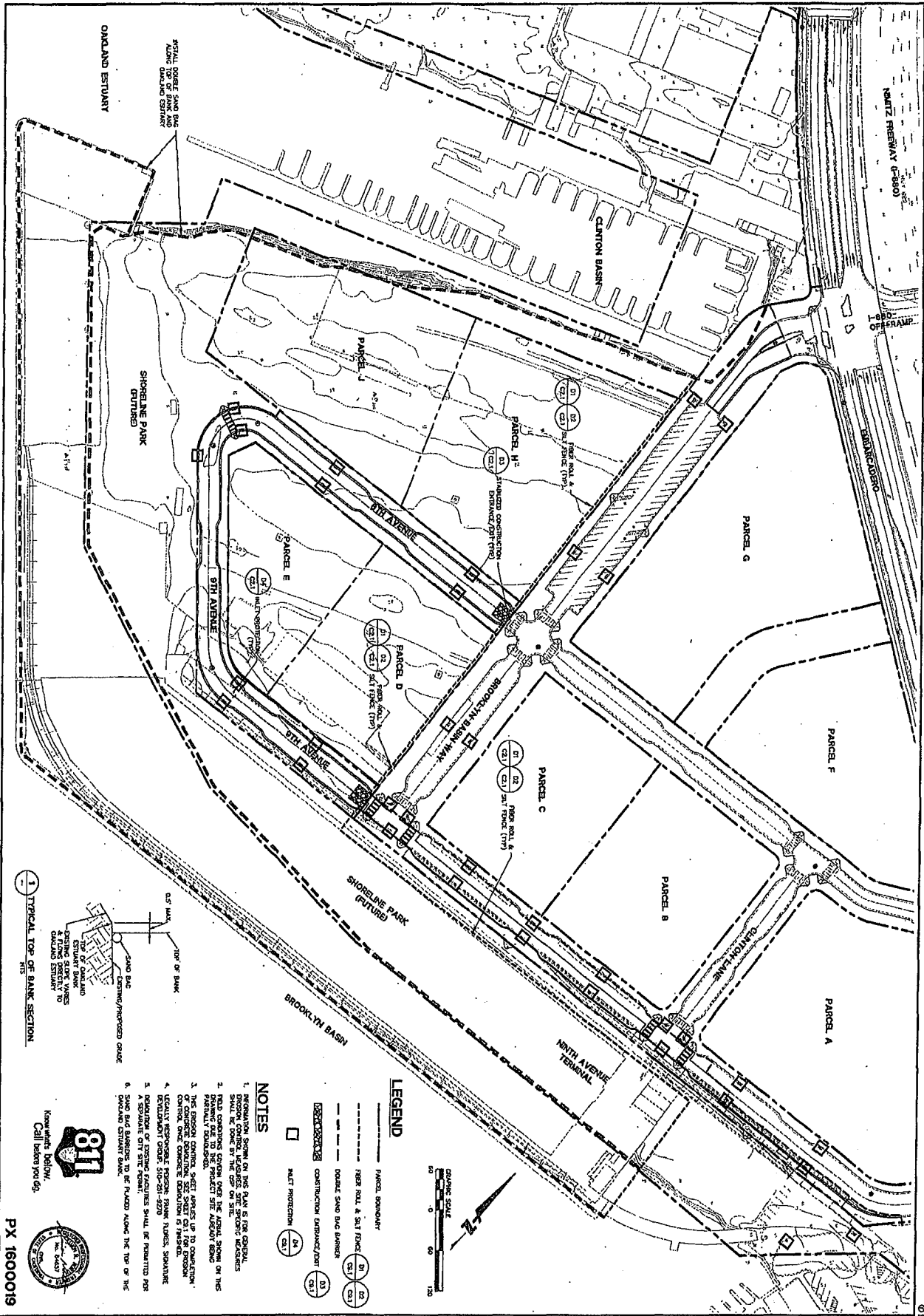
Date	By	Check	Approved
09/14/16	AS	AS	AS
05/16/17	AS	AS	AS
05/16/17	AS	AS	AS

**C7.0**  
 Job No. 201010170

**BROOKLYN BASIN  
 PHASE 2: ON-SITE IMPROVEMENT PLANS  
 TYPICAL STREET SECTIONS**

CITY OF OAKLAND  
 ALAMEDA COUNTY  
 CALIFORNIA

**BKF ENGINEERS**  
 300 FRANK OGDEN PLAZA  
 SUITE 200  
 OAKLAND, CA 94612  
 510/227-3011 (FAX)  
 510/227-3011 (TALK)



**NOTES**

1. INFORMATION SHOWN ON THIS PLAN IS FOR GENERAL INFORMATION ONLY. FIELD CONDITIONS SHALL BE CHECKED BY THE CONTRACTOR BEFORE CONSTRUCTION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING THE ACCURACY OF ALL INFORMATION SHOWN ON THIS PLAN.
2. FIELD CONDITIONS SHALL BE CHECKED BY THE CONTRACTOR BEFORE CONSTRUCTION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING THE ACCURACY OF ALL INFORMATION SHOWN ON THIS PLAN.
3. THE EROSION CONTROL SYSTEM SHALL BE INSTALLED AND MAINTAINED THROUGHOUT THE CONSTRUCTION PERIOD. THE CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING THE ACCURACY OF ALL INFORMATION SHOWN ON THIS PLAN.
4. LOCALITY MAPS SHALL BE PROVIDED TO THE CONTRACTOR FOR REFERENCE. THE CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING THE ACCURACY OF ALL INFORMATION SHOWN ON THIS PLAN.
5. REVISIONS OF CONSTRUCTION SHALL BE INDICATED BY A SEPARATE CITY SITE PLAN.
6. SAND BAG BARRIERS TO BE PLACED ALONG THE TOP OF THE BROOKLYN BASIN CANAL.

Legend

- Parcel Boundary
- Fiber Roll & Silt Fence
- Double Sand Bag Barriers
- Construction Embankment
- Silt Protection

Scale: 1"=100'

North Arrow

Date	No.	Revisions
09/14/18		

**BROOKLYN BASIN  
 PHASE 2 ON-SITE IMPROVEMENT PLANS  
 EROSION CONTROL PLAN**

CITY OF OAKLAND ALAMEDA COUNTY CALIFORNIA

**BKF** ENGINEERS / SURVEYORS / PLANNERS

300 FRANK COVINA PLAZA  
 SUITE 382  
 OAKLAND, CA 94612  
 510/227-3011  
 510/227-3011 (FAX)

Exhibit B, Subdivision Improvement Agreement (SI)  
(fifteen pages)

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

**City of Oakland  
Department of Transportation  
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**

**845 EMBARCADERO**

**Final Map No. 8395 (Phase 2)**

This SUBDIVISION IMPROVEMENT AGREEMENT (“**Agreement**”), dated as of \_\_\_\_\_, 2017 (“**Effective Date**”), is entered into by and between the City of Oakland, a California municipal corporation (“**CITY**”), and Zarsion-OHP I, LLC, a California limited liability company (“**SUBDIVIDER**”), with reference to the following facts and circumstances:

**RECITALS**

A. The SUBDIVIDER has presented a Final Map for Phase 2 of the development to the City, identified as Final Map No. 8395 (Phase 2 of Tract Map No. 7621), of a proposed subdivision of three (3) developable lots and four (4) additional parcels located within the corporate limits of the CITY, which are identified by the Alameda County Assessor as parcel numbers 018-0465-002-06, 018-0465-002-29, 018-0465-002-10, 018-0465-002-12, 018-0465-002-27, 018-0465-002-15, 018-0460-004-06, 018-0460-004-08, 018-0460-004-10 and 018-0460-004-18, and by the CITY as 845 Embarcadero.

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



C. As a condition precedent to the CITY's approval of the proposed Final Map, the CITY requires the irrevocable dedication of public right-of-way and public easements shown on the proposed Final Map. In addition, the CITY requires the construction of public infrastructure improvements to be located off-site in the CITY right-of-way and on-site in dedicated right-of-way and public easements that customarily include, but are not limited to, grading, paving, striping and lettering, curbs, gutters and sidewalks, trees, landscaping and irrigation, retaining walls, storm drains and sanitary sewers, street name and public transportation signs, survey monuments, electricity, communication, water, and natural gas utility mains and branch piping and wiring, fire hydrants, street light electroliers, traffic control and curb parking signs, signals and meters, and all appurtenances thereto (collectively, the "Public Infrastructure Improvements").

D. The SUBDIVIDER has asked the CITY and local public utility companies to accept the ownership and permanent maintenance of the applicable required Public Infrastructure Improvements.

E. The required Public Infrastructure Improvements have not been completed or accepted by the CITY. Consequently and in consideration of the approval of the Final Map and acceptance of the irrevocable offers of dedication of public right-of-way and public easements and acceptance of the ownership and permanent maintenance of the required Public Infrastructure Improvements to be owned and operated by the City, the parties desire to establish an Agreement binding the SUBDIVIDER to complete the required Public Infrastructure Improvements pursuant to the terms and conditions set forth herein.

## **AGREEMENT**

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

### **1. Approval of Final Map**

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

### **2. Construction of Public Infrastructure Improvements**

The SUBDIVIDER shall construct all required 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**

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

**C.** All construction activities related to the required Public Infrastructure Improvements (including, without limitation, hours, days, and months of operation and control of public nuisance conditions) shall conform to the requirements of all CITY Conditions of Approval for the project, the Oakland Municipal Code, including section 15.04.780 and subsections 3304.6 and 3304.11 and the Standard Conditions of Approval and Mitigation Monitoring and Reporting Program ("SCAMMRP") approved by the City Council on January 20, 2009.

**D.** Performance standards for the construction of the 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 the required Public Infrastructure Improvements shown in *Exhibit A* shall be completed by the SUBDIVIDER within one (1) year of the Effective Date of this Agreement, except those required improvements for which another completion date is stated in *Exhibit A*. Construction of the required Public Infrastructure Improvements shall not be deemed complete until an unconditional Certificate of Completion, signed and stamped by the SUBDIVIDER's engineer, has been received by the CITY and an unconditional certificate of completion confirming that the subject improvements are ready for their intended use and have been completed substantially in accordance with *Exhibit B* (a "Certificate of Completion") has been issued by the City Engineer.

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

C. An extension may be granted without notice to the SUBDIVIDER's surety, and extensions so granted shall not relieve the surety's liability on any of the bonds required by this Agreement.

D. In the event that an extension is granted, the SUBDIVIDER agrees to promptly extend the term of all surety bonds securing its performance under this Agreement, and/or provide additional bonds or other surety acceptable to the CITY. All such bonds and/or other surety are subject to review and approval by the City Attorney for legal sufficiency, and if no bonds or other surety acceptable to the City Attorney are provided to secure the SUBDIVIDER's performance, the extension shall be void.

**5. Acceptance of Dedications and Ownership of Public Infrastructure Improvements**

Upon final approval of the public infrastructure improvement permit and unconditional issuance of a Certificate of Completion, all irrevocable offers of dedication of public rights-of-way and public easements will be accepted by the CITY, and all improvements required by this Agreement shall become the sole property of the CITY. The CITY will subsequently accept the permanent maintenance of 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 Public Infrastructure Improvements**

Until the Certificate of Completion is unconditionally issued, the SUBDIVIDER shall give good and adequate warning to the public of each and every defective or dangerous condition existing or arising within all public right-of-way and public easements offered for dedication, and shall adequately protect the public from said unsafe conditions. Warning to and protection of the public shall remain the sole responsibility and expense of the SUBDIVIDER until such time as the Certificate of Completion is unconditionally issued.

**7. Maintenance of Public Infrastructure Improvements**

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

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

Until two (2) years have elapsed following the unconditional issuance of the Certificate of Completion, the SUBDIVIDER warrants that the 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. The SUBDIVIDER further warrants that its design professionals are competent, that their analyses are adequate, and

that their designs will meet or exceed the applicable CITY standards and performance criteria 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, the SUBDIVIDER shall make changes at its sole expense necessary to assure conformance with said standards and criteria.

**9. Inspection of Construction**

Inspection of the construction and equipment and materials, or approval of the construction and equipment and materials inspected, or statement by any officer, agent, or employee of the CITY indicating the construction and equipment and materials, or any part thereof, comply with the requirements and conditions of this Agreement, or acceptance of the whole or any part of the construction and materials, or payments thereof, or any combinations, or any combination, or all of these acts shall not relieve the SUBDIVIDER of its obligation to fulfill this Agreement as prescribed herein; nor shall the CITY be thereby estopped from bringing any action for damages arising from the failure of the SUBDIVIDER to comply with any of the requirements and conditions of this Agreement.

**10. Payment of Fees and Penalties and Accrued Interest**

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

**11. Reversion to Acreage**

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

**12. Property Acquisition**

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

**13. Security**

The SUBDIVIDER shall present to the CITY surety bonds, in a form satisfactory to the City Attorney, issued by a corporate surety authorized to issue said security in the State of California as follows:

A. Before execution of this Agreement, the following securities shall be presented:

1. **Faithful Performance Bond** in a face amount not less than Four Million Three Hundred Eleven Thousand and Eighteen Dollars (\$1,490,141.00), which is the full amount (one-hundred percent) of the City Engineer's total estimated cost for constructing the required Public Infrastructure Improvements, to secure faithful performance of this Agreement by the SUBDIVIDER; and

2. **Labor and Materials Bond** in a face amount not less than Two Million One Hundred Fifty Five Thousand and Five Hundred Nine Dollars (\$745,070.50), which is one-half (fifty percent) of the full amount of the City Engineer's total estimated cost for constructing the required Public Infrastructure Improvements, to secure payment by the SUBDIVIDER to its contractor, subcontractors, laborers and material suppliers furnishing supervision, labor, materials and equipment engaged in the construction pursuant to this Agreement, and further to secure payment as required by the Unemployment Insurance Act.

The Faithful Performance Bond and the Labor and Materials Bond shall not be limited in duration nor stipulate a date of expiration and shall remain in effect until the unconditional issuance of the Certificate of Completion of the required Public Infrastructure Improvements.

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

**Maintenance Bond** in a face amount not less than One Million Seventy Seven Thousand Seven Hundred Fifty Five Dollars (\$372,535.25), which is one-quarter (twenty-five percent) of the full amount of the City Engineer's total estimated cost for constructing the required 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 two (2) years after the date of the unconditional issuance of the Certificate of Completion of the required Public Infrastructure Improvements.

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

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

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

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

#### 14. Alternative Security

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

#### 15. Defense, Indemnity, and Hold Harmless

A. To the maximum extent permitted by law, the SUBDIVIDER shall defend (with counsel acceptable to the CITY), hold harmless, and indemnify the CITY, the Oakland City Council, and its respective officials, officers, employees, agents, representatives, and volunteers (collectively, the "City Parties") from any and all liability, claims, demands, losses (direct or indirect), lawsuits, actions, causes of action, proceeding and judgments for injury and/or damages of any kind and nature whatsoever (including legal costs, attorneys' fees, expert witness or consultant fees, City Attorney or staff time, expenses or costs) (collectively called "Action") arising out of, related to or caused by performance of this Agreement, including without limitation the design, construction and/or maintenance (for a period of two (2) years following unconditional issuance of the Certificate of Completion) of the Public Infrastructure Improvements, except for injuries and damages directly caused by the sole gross negligence of the City Parties. The CITY may elect, in its sole and absolute discretion, to participate in the defense of said Action, and the SUBDIVIDER shall reimburse the CITY for its reasonable legal costs and attorneys' fees. Not in limitation of the foregoing, SUBDIVIDER further agrees to defend and protect the City Parties from all liability or claims because of, or arising out of the use of any patent or patented articles in the construction of said improvements.

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

B. Within ten (10) calendar days of the filing of any Action as specified in subsection A above, SUBDIVIDER shall execute a Joint Defense Letter Agreement with the CITY, acceptable to the City Attorney, which memorializes the above obligations. These obligations and the Joint Defense Letter of Agreement shall survive termination, extinguishment or invalidation of this Agreement. Failure to timely execute the Joint Defense Letter Agreement does not relieve SUBDIVIDER of any of the obligations contained in this Agreement or other requirements that may be imposed by the CITY.

## **16. Insurance Required**

The SUBDIVIDER shall procure and maintain for the duration of the Agreement sufficient insurance against claims for injuries to persons or damages to property that may arise from or in connection with the performance of the work hereunder by the SUBDIVIDER and his agents, representatives, employees or subcontractors.

### **A. Minimum Scope of Insurance**

Coverage shall be at least as broad as:

1. Insurance Services Office Commercial General Liability coverage ("occurrence" form CG 0001).
2. Insurance Services Office form number CA 0001 covering Automobile Liability, code 1 "any auto."
3. Workers' Compensation insurance as required by the Labor Code of the State of California and Employers Liability insurance.

### **B. Minimum Limits of Insurance**

1. **Commercial General Liability** insurance, including but not limited to, Bodily Injury, Broad Form Property Damage, Contractual Liability, Operations, Products and Completed Operations, Owners and Contractors Protective Liability, and/or XCU coverage, when applicable, with limits not less than **\$2,000,000.00** combined single limit per occurrence for bodily damage, personal injury and property damage. The limits of insurance shall apply separately to this project or location. The policy shall contain a severability of interest clause or cross liability clause or the equivalent thereof.
2. **Automobile Liability** with limits not less than **\$2,000,000.00** combined single limit per accident for bodily injury and property damage.
3. **Worker's Compensation** insurance as required by the laws of the State of California with limits not less than **\$1,000,000.00**. Statutory coverage may include Employers Liability coverage. The SUBDIVIDER certifies that he/she is aware of the provisions of section 3700 of the California Labor Code, which requires every employer to provide Workers' Compensation coverage, or to undertake self-insurance in accordance with the provisions of that Code. The SUBDIVIDER shall comply with the provisions of section 3700 of the California Labor Code before commencing performance of the work under this Agreement and thereafter as required by that code.
4. **Professional Liability/Errors/Omissions** insurance with limits not less than **\$1,000,000.00**.
5. **Builders' Risk/Course of Construction** insurance covering all risks of loss with limits not less than the completed value of the project with no coinsurance penalty

provisions. The CITY shall be named as loss payee under this policy. The insurer shall waive all rights of subrogation against the CITY.

**C. Deductibles and Self-Insured Retentions**

Any deductibles or self-insured retentions must be declared to and approved by the CITY. At the option of the CITY, either:

1. The insurer shall reduce or eliminate such deductibles or self-insured retentions with respect to the City Parties; or
2. The SUBDIVIDER shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

**D. Other Insurance Provisions**

The general and automobile liability policies shall contain, or be endorsed to contain, the following provisions:

1. The City Parties are to be covered as additional insured as respects: liability arising out of activities performed by or on behalf of the SUBDIVIDER, products and completed operations of the SUBDIVIDER; premises owned, occupied or used by the SUBDIVIDER, or automobiles owned, leased, hired or borrowed by the SUBDIVIDER. The coverage shall contain no special limitations on the scope of protection afforded to the City Parties.
2. The SUBDIVIDER's insurance coverage shall be primary insurance as respects the City Parties. Any insurance or self-insurance maintained by the City Parties shall be excess of the SUBDIVIDER's insurance and shall not contribute with it.
3. Any failure to comply with reporting provisions of the policies required by this clause, including breaches of warranties, shall not affect coverage provided to the City Parties.
4. The SUBDIVIDER's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
5. The insurer shall agree to waive all rights of subrogation against the City Parties for losses arising from work performed by the SUBDIVIDER for the CITY.
6. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled, except for non-payment of premium, by either party, except after thirty (30) days prior written notice by certified mail, return receipt required, has been given to the CITY. In the event the policy is canceled for non-payment of premium, ten (10) days prior written notice, as stated above, will be given.



**E. Acceptability of Insurers**

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**

The 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**

The SUBDIVIDER shall include all subcontractors as insured under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverage for subcontractors shall be subject to all of the requirements stated herein.

**17. Participation in Benefit Districts**

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

**18. Actions to Enforce**

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

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

This Agreement pertains to and runs with the real property included within Final Map – Phase 2, 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:

- a) Master Creek Protection Permit CP16024, b) Land Use PUD66010-PUDF01, c) Grading GR1600103,
- d) Public Infrastructure PX1600019 and e) Tract Map TR8395 (Final Map Phase 2 of TR7621).

Subdivision: Final Map No. 8395 (Phase 2)

City Engineer's Estimate of the Cost of Improvements: Preliminary Opinion of Probable Construction Costs Brooklyn Basin – Phase 2 Onsite Improvements, prepared by Simon R. North P.E., BKF Engineers, Surveyors, Planners, dated 09/15/2016.

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.

**23. Miscellaneous**

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

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

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

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

**[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]**

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

**CITY:**

AUTHORIZED BY RESOLUTION NO.  
\_\_\_\_\_ C.M.S.

CITY OF OAKLAND, a municipal  
corporation

APPROVED AS TO FORM:

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

By: \_\_\_\_\_  
SABRINA B. LANDRETH  
CITY ADMINISTRATOR

**SUBDIVIDER\*:**  
ZARSION-OHP I, LLC

By: \_\_\_\_\_  
Name: Michael Ghielmetti  
Title: Authorized Individual

\*Notarized acknowledgment required.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

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

State of California )

County of Alameda )

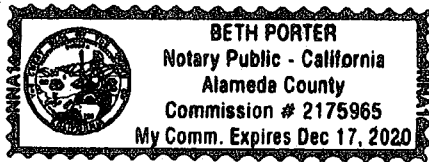
On March 8, 2017 before me, Beth Porter, Notary
Date Here Insert Name and Title of the Officer

personally appeared Michael Ghidmelli
Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.



Signature [Handwritten Signature]
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

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

Description of Attached Document

Title or Type of Document: Document Date:

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

Capacity(ies) Claimed by Signer(s)

Signer's Name:

Signer's Name:

Corporate Officer - Title(s):

Corporate Officer - Title(s):

Partner - Limited General

Partner - Limited General

Individual Attorney in Fact

Individual Attorney in Fact

Trustee Guardian or Conservator

Trustee Guardian or Conservator

Other:

Other:

Signer Is Representing:

Signer Is Representing:

**Exhibit A**

(Engineer's Cost Estimate)

**BKF Engineers**

300 Frank Ogawa Plaza, Suite 380  
Oakland, California 94612

**PRELIMINARY OPINION OF PROBABLE CONSTRUCTION COSTS  
BROOKLYN BASIN - PHASE 2 ONSITE IMPROVEMENTS  
OAKLAND, CALIFORNIA**

PX# 160019

SUMMARY		
ITEM	DESCRIPTION	TOTAL
1	DEMOLITION (9TH AVENUE)	\$45,700
2	EROSION CONTROL	\$53,895
3	UTILITIES	\$485,153
4	HARDSCAPE IMPROVEMENTS	\$482,404
5	LANDSCAPE IMPROVEMENTS	\$423,039

TOTAL **\$1,490,191**

**GENERAL NOTES**

1. This Opinion of Probable Construction Costs is approximate.
2. This estimate does not include:
  - a. Development and Municipal fees.
  - b. Consulting and General Contractor fees.
3. Joint trench and streetlight routing costs are not included.
4. EBMUD costs are not included.
5. Soft Costs are not included.
6. Contingencies are not shown, as agreed upon with the City for previously approved Phase 1 On-site costs.
8. Utility unit costs are lower than cost for installation in typical public streets since work will be on-site.
9. No traffic control required. All work will be on-site.
10. Phase 2 Demolition is performed in Soil Remediation Package. Demolition costs shown in this estimate accounts for demolition of Phase 1 Improvements on 9th Avenue from Brooklyn Basin Way to south of Embarcadero to conform to future park improvements.

BKF Job No.: 20130175-30  
Estimate Date: 9/15/2016

Summary-actual

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14-A

**BKF Engineers**

300 Frank Ogawa Plaza, Suite 380  
Oakland, California 94612

**PRELIMINARY OPINION OF PROBABLE CONSTRUCTION COSTS  
BROOKLYN BASIN - PHASE 2 ONSITE IMPROVEMENTS  
OAKLAND, CALIFORNIA**

PX# 1600019

DEMOLITION (9TH AVENUE)					
ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT COST	TOTAL COST
1	REMOVE UNDERGROUND STRUCTURES (ASPHALT & CONCRETE - 9TH AVENUE FROM BROOKLYN BASIN WAY TO SOUTH OF EMBARCADERO)	5	EA	\$500.00	\$2,500
2	REMOVE UNDERGROUND UTILITIES (ASPHALT & CONCRETE - 9TH AVENUE FROM BROOKLYN BASIN WAY TO SOUTH OF EMBARCADERO)	3,820	LF	\$10.00	\$38,200
3	SAWCUT/REMOVE HARDSCAPE (ASPHALT & CONCRETE - 9TH AVENUE FROM BROOKLYN BASIN WAY TO SOUTH OF EMBARCADERO)	1	LS	\$5,000.00	\$5,000

DEMOLITION TOTAL **\$45,700****Notes:**

1. Phase 2 Demolition is performed in Soil Remediation Package. Itemized Demolition above identifies demolition of Phase 1 Improvements on 9th Avenue from Brooklyn Basin Way to South of Embarcadero for the work to raise grades along future Shoreline Park on 9th Avenue.

Demo

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BKF Job No.: 20130175-10  
Estimate Date: 9/15/2016

14-B



**BKF Engineers**

300 Frank Ogawa Plaza, Suite 380  
Oakland, California 94612

**PRELIMINARY OPINION OF PROBABLE CONSTRUCTION COSTS  
BROOKLYN BASIN - PHASE 2 ONSITE IMPROVEMENTS  
OAKLAND, CALIFORNIA**

PX# 1600019

EROSION CONTROL					
ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT COST	TOTAL COST
1	FIBER ROLL	1,680	LF	\$1.50	\$2,520
2	SILT FENCE	1,680	LF	\$0.50	\$840
3	SAND BAG BARRIER	10,470	LF	\$3.00	\$31,410
4	INLET PROTECTION	35	EA	\$75.00	\$2,625
5	CONSTRUCTION ENTRANCE/EXIT	2	EA	\$750.00	\$1,500
6	SWPPP	1	LS	\$15,000.00	\$15,000

EROSION CONTROL TOTAL **\$53,895**

BKF Job No.: 20130175-10  
Estimate Date: 9/15/2016

Erosion Control

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14-C

**BKF Engineers**

300 Frank Ogawa Plaza, Suite 380  
Oakland, California 94612

**PRELIMINARY OPINION OF PROBABLE CONSTRUCTION COSTS  
BROOKLYN BASIN - PHASE 2 ONSITE IMPROVEMENTS  
OAKLAND, CALIFORNIA**

PX# 1600019

UTILITIES					
ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT COST	TOTAL COST
<b>STORM DRAIN</b>					
1	8" HDPE SDR 11	104	LF	\$40	\$4,160
2	12" CLASS III RCP	165	LF	\$45	\$7,425
3	12" CLASS V RCP	24	LF	\$75	\$1,800
4	24" CLASS III RCP	635	LF	\$55	\$34,925
5	36" CLASS III RCP	419	LF	\$65	\$27,235
6	48" CLASS III RCP	304	LF	\$70	\$21,280
7	STORM DRAIN MANHOLE	11	EA	\$4,500	\$49,500
8	CATCH BASIN/DROP INLET	11	EA	\$3,000	\$33,000
9	HYDRODYNAMIC SEPARATOR	1	EA	\$28,000	\$28,000
<b>SANITARY SEWER</b>					
10	4" HDPE FORCE MAIN	130	LF	\$35	\$4,550
11	6" HDPE SDR 11	132	LF	\$40	\$5,280
12	10" HDPE SDR 11	795	LF	\$60	\$47,700
13	SANITARY SEWER MANHOLE	4	EA	\$4,500	\$18,000
14	SANITARY SEWER CLEANOUT	4	EA	\$10	\$40
15	SANITARY SEWER LIFT STATION	1	EA	\$85,000	\$85,000
<b>BIORETENTION UTILITIES</b>					
16	6" PERFORATED HDPE	178	LF	\$40	\$7,120
17	2" SOLID HDPE FORCED MAIN	65	LF	\$30	\$1,950
18	6" SOLID HDPE FORCED MAIN	208	LF	\$45	\$9,360
19	6" HDPE CLEANOUTS	7	EA	\$10	\$70
20	6" NDS BUBBLER DISCHARGE STRUCTURES	6	EA	\$50	\$300
21	12" HDPE DISCHARGE PIPE (OVERFLOW)	196	LF	\$50	\$9,800
22	MIRAFI 140N PERMEABLE LINER	11,463	SF	\$0.50	\$5,732
23	20 MIL IMPERMEABLE LINER	11,463	SF	\$2	\$22,926
<b>MISCELLANEOUS</b>					
24	PRE-PACKAGED PUMP SYSTEM (E), CONTROLS (BIORETENTION AREA C)	1	EA	\$60,000	\$60,000

UTILITIES TOTAL **\$485,153****Notes:**

1. Joint Trench costs are not included.
2. EBMUD water lines, fire hydrants, and irrigation are not included in the costs.

BKF Job No.: 20130175-10  
Estimate Date: 9/15/2016

Utilities

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14-D

**BKF Engineers**

300 Frank Ogawa Plaza, Suite 380  
Oakland, California 94612

**PRELIMINARY OPINION OF PROBABLE CONSTRUCTION COSTS  
BROOKLYN BASIN - PHASE 2 ONSITE IMPROVEMENTS  
OAKLAND, CALIFORNIA**

PX# 1600019

<b>HARDSCAPE IMPROVEMENTS</b>					
<b>ITEM</b>	<b>DESCRIPTION</b>	<b>QUANTITY</b>	<b>UNIT</b>	<b>UNIT COST</b>	<b>TOTAL COST</b>
1	3" TEMPORARY ASPHALT CONCRETE SECTION	6,990	SF	\$1.75	\$12,233
2	ASPHALT CONCRETE OVERLAY (2"-6" DEEP SECTION)	22,120	SF	\$2.00	\$44,240
3	3.5" ASPHALT CONCRETE SECTION	49,250	SF	\$2.00	\$98,500
4	4" AGGREGATE BASE (FOR ROADWAY ONLY)	36,420	SF	\$1.50	\$54,630
5	11" AGGREGATE BASE (FOR ROADWAY ONLY)	12,830	SF	\$4.00	\$51,320
6	CELLULAR CONCRETE (24"-42" DEEP SECTION)	36,420	SF	\$1.70	\$61,914
7	CURB AND GUTTER / SPILL CURB	2,090	LF	\$20.00	\$41,800
8	CURB RAMPS	6	EA	\$1,500.00	\$9,000
9	DRIVEWAY	120	SF	\$6.00	\$720
10	SIGNING AND STRIPING	1	LS	\$15,000.00	\$15,000
11	MONUMENT	3	EA	\$2,000.00	\$6,000
12	RETAINING WALL (VERTICAL SHEET PILE WALL)	95	LF	\$200.00	\$19,000
<b>BIORETENTION FACILITY</b>					
13	GRADING AND PREPARATION	11,463	SF	\$0.50	\$5,732
14	PLANTING SOIL - 6" DEPTH	213	CY	\$20.00	\$4,260
15	SANDY LOAM - 18" DEPTH	637	CY	\$15.00	\$9,555
16	DRAIN ROCK - 12" DEPTH	425	CY	\$20.00	\$8,500
17	BIORETENTION PLANTING	1	LS	\$40,000.00	\$40,000

**HARDSCAPE IMPROVEMENTS TOTAL** **\$482,404**

**Notes:**

1. Earthwork, asphalt concrete, base, and cellular concrete quantities shown in this estimate are for bonding purposes only. The contractor shall make his own determination of quantities for bidding purposes. Final quantities are dependent on field conditions, construction techniques and sequences, final compaction obtained, and trenching and backfill methods, and numerous other factors.

BKF Job No.: 20130175-10

Estimate Date: 9/15/2016

Hardscape Improvements

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**14-E**

STATEMENT OF PROBABLE COST  
 Brooklyn Basin Phase 2  
 Oakland, California  
 Prepared for Signature Properties

Golden Associates  
 landscape architecture  
 urban design and planning



Sept. 14, 2016

	Item	Quantity	Unit	Unit Cost	Item Cost	Total
1.0	<b>Demolition</b>				See Civil Engn. Estimate	
2.0	<b>Earthwork and Drainage</b>				See Civil Engn. Estimate	
3.0	<b>Irrigation</b>					
	Total planting area to irrigated	4,907	sf	\$4.00		\$19,628
	<b>Subtotal</b>					<b>\$19,628</b>
4.0	<b>Planting</b>					
	Trees (24" box stock) w/ root barrier	55	ea	\$500.00		\$27,500
	Shrubs (5 gallons)	188	ea	\$28.00		\$5,264
	Shrubs (1 gallon)	329	ea	\$10.00		\$3,290
	Bark Mulch 3" Cover	45	ea	\$125.00		\$5,625
	Topsoil and amendment	4,907	sf	\$1.50		\$7,361
	Planting Allowance					\$10,000
	Plant Est. Maintenance Period / 90 days					\$12,000
	<b>Subtotal</b>					<b>\$71,040</b>
5.0	<b>Furniture</b>					
	Street Lights w/ powdercoat finish	22	ea	\$8,340.00		\$183,480
	Bike Racks w/ galv. finish	18	ea	\$380.00		\$6,840
	Big Belly Trash Units	1	ea	\$6,934.00		\$6,934
	Trash Receptacles w/ powdercoat finish	6	ea	\$2,428.00		\$14,568
	Recycle Receptacles w/ recycle detail & powdercoat finish	6	ea	\$2,556.00		\$15,336
	<b>Subtotal</b>					<b>\$227,158</b>
6.0	<b>Site Improvements</b>					
	Natural Gray colored concrete w/ sawcut score lines @ 2'-0" oc.	16,834	sf	\$6.25		\$105,213
	<b>Subtotal</b>					<b>\$105,213</b>
	<b>Landscape Total</b>					<b>\$423,039</b>

Exhibit B

**SAMPLE CERTIFICATE OF COMPLETION**

Date: \_\_\_\_\_

Department of Transportation  
Right-of-Way Management, Engineering Services  
250 Frank Ogawa Plaza, 4th Floor, Suite 4314  
Oakland, CA 94612

Attention: City Engineer

Subject: Certificate of Completion

Reference: Project Name \_\_\_\_\_

Address \_\_\_\_\_

Permit No. \_\_\_\_\_

As the Engineer-in-charge of the project referenced above, I certify that all publicly and privately maintained infrastructure improvement work for the subject project has been completed in conformance with the approved plans and specification (OMC 15.04.660 Section 1805B.1 & OMC 12.20.030), and any changes which have been authorized by me and approved by the City of Oakland.

Signed: \_\_\_\_\_

Seal:

Attachments