

Brian Mulry

Office of the City Attorney

2023 OCT 16 PM 5:42

FILED
OFFICE OF THE CITY CLERK
OAKLAND

OAKLAND CITY COUNCIL

RESOLUTION NO. 8994 & 5 C.M.S.

RESOLUTION CONDITIONALLY APPROVING A FINAL MAP FOR TRACT NO. 8393, LOCATED AT 4430, 4440, AND 4448 HOWE STREET, FOR A SEVEN MINI-LOT SUBDIVISION FOR OAKMEDA MANAGEMENT, LLC, AND ADOPTING APPROPRIATE CALIFORNIA ENVIRONMENTAL QUALITY ACT FINDINGS

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

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

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

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

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

WHEREAS, on June 17, 2017, the City Planning Commission approved the Tentative Tract Map for Tract No. 8393 and the land use entitlements (“PLN17095”), and affirmed staff’s environmental determination that the project is exempt from the California Environmental Quality Act (“CEQA”) pursuant to CEQA Guidelines sections 21080(b)(1) (ministerial projects) and 15268 (ministerial projects); and

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

WHEREAS, the Secretary of the City Planning Commission has certified that the Planning Commission approved the Tentative Map for Tract No. 8393, 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. 8393, delineated diagrammatically in *Exhibit A* attached hereto and incorporated herein, is substantially the same as it appeared on the approved Tentative Map No. 8393, which created developable Parcels 1, 2, 3, 4, 5, 6, and 7; and
- the Final Map for Tract No. 8393 complies in all manners with the provisions of the Subdivision Map Act (California Government Code sections 66410 et seq.) and the City's local subdivision ordinance (Oakland Municipal Code, Title 16 - Subdivisions); and

WHEREAS, pursuant to California Business and Professions Code section 6731, the City Engineer has further determined that the Final Map is technically correct and accurately delineates the proposed metes and bounds of the property boundaries separating the proposed seven (7) lots, the limits of which have been established by a field boundary survey performed by a competent Land Surveyor, who is licensed by the State of California to practice land surveying, and can be re-established from the monuments, property corners, radii, bearings, and distances shown on the Final Map for Tract No. 8393; and

WHEREAS, the Subdivider has employed a competent design professional, who is licensed by the State of California to practice civil engineering, to prepare plans and specifications for the construction of required surface and subsurface public infrastructure improvements in the public right of way; and

WHEREAS, the City Engineer has approved Infrastructure Permit No. PX1800046, and the Subdivider's plans and specifications for construction of the required public infrastructure improvements and infrastructure within private property common to subdivided lots known as private-public improvements, attached hereto as *Exhibit B* and incorporated herein; and

WHEREAS, through a separate companion Resolution, staff is seeking authorization from the City Council for the City Administrator to enter into a Subdivision Improvement Agreement ("SIA") 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. 8393, to assure the timely construction, unconditional warrantee, and prescribed maintenance of all required public infrastructure improvements; and

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

WHEREAS, the City's approval of a final subdivision map is exempt from the requirements of CEQA pursuant to CEQA Guidelines sections 21080(b)(1) (ministerial projects) and 15268 (ministerial projects); now, therefore, be it

RESOLVED: That the Final Map for Tract No. 8393 conforms to all the requirements in Government Code sections 66410 et seq., Title 16 of the Oakland Municipal Code, and CEQA, and is hereby conditionally approved; and be it

FURTHER RESOLVED: That the approval of the Final Map is conditioned upon completion of public infrastructure improvements and private common access roadways and utilities that are required to service the public or the individual parcels, as required by the SIA; and be it

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

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

FURTHER RESOLVED: That failure by the Subdivider to comply in all aspects with the SIA shall void approval of the Final Map and shall result in reversion to acreage to the original parcel(s) comprising Tract No. 8393; and be it

FURTHER RESOLVED: That the City Engineer is hereby authorized to endorse the Final Map for Tract No. 8393; 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. 8393 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. 8393 to be filed with the Alameda County Clerk-Recorder for recordation; and be it

FURTHER RESOLVED: That the City's approval of Tract No. 8393 is exempt from the requirements of CEQA pursuant to Public Resources Code section 21080(b)(1) and CEQA Guidelines section 15268, which each provide, on a separate and independent basis and when viewed collectively, an overall basis for CEQA clearance; and be it

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

IN COUNCIL, OAKLAND, CALIFORNIA,

OCT 17 2023

PASSED BY THE FOLLOWING VOTE:

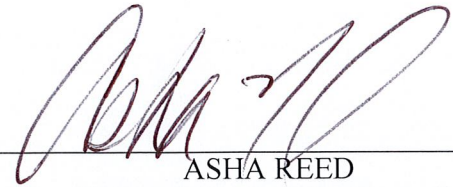
AYES - FIFE, GALLO, JENKINS, KALB, KAPLAN, RAMACHANDRAN, REID, AND
PRESIDENT FORTUNATO BAS - 8

NOES 0

ABSENT 0

ABSTENTION 0

ATTEST:



ASHA REED

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

Exhibit A: Final Tract Map No. 8393.

Exhibit B: Subdivision Improvement Agreement and Public Infrastructure Improvements.

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 UPON THE MAP. WE HAVE BEEN ADVISED BY THE COUNTY CLERK OF THE COUNTY OF ALAMEDA THAT THE MAP HAS BEEN RECORDED IN THE PUBLIC RECORDS OF SAID COUNTY. WE HEREBY CERTIFY THAT WE ARE THE ONLY PERSONS WHOSE NAMES ARE NECESSARILY REQUIRED TO BE SUBMITTED TO THE COUNTY CLERK FOR THE PURPOSE OF RECORDING THIS MAP. WE HEREBY CONSENT TO THE MAKING OF SAID MAP AND SUBDIVISION AS SHOWN WITHIN THE DISTINCTIVE BORDER LINE OF TRACT MAP NO. 8393 AND ALL DEDICATIONS AND OFFERS OF DEDICATION THEREIN.

WE ALSO HEREBY DEEDICATE TO PUBLIC USE EASEMENTS FOR ANY AND ALL PUBLIC UTILITY SERVICE FACILITIES INCLUDING POWER, WIRE, CONDUITS, GAS, WATER, HEAT MAINS AND PUBLIC UTILITIES TO THE ABOVE, UNDER, UPON OR OVER THOSE CERTAIN STRIPS OF LAND LYING WITHIN THE DASHED LINES DESIGNATED AS "P.U.E." (PUBLIC UTILITY EASEMENT). THE ABOVE MENTIONED PUBLIC UTILITY EASEMENT TO BE KEPT OPEN AND FREE FROM BUILDINGS AND STRUCTURES OF ANY KIND EXCEPT PUBLIC UTILITY STRUCTURES, IRRIGATION SYSTEMS, AND APPURTENANCES THERETO, LAWFUL FENCES AND ALL LAWFUL UNSUPPORTED ROOF OVERHANGS.

WE ALSO HEREBY RESERVE FOR THE OWNERS OF LOTS 1 THROUGH 7, THEIR LICENSEES, VISITORS AND TENANTS, RECIPROCAL RIGHTS OF INGRESS AND EGRESS, UTILITIES AND STORM DRAINAGE EASEMENTS, ACCESS TO CERTAIN STRIPS OF LAND DESIGNATED AND DELINEATED AS "R.A.U.S.D.E." (RECIPROCAL ACCESS TO UTILITY SERVICE DISTRICTS) TO BE KEPT OPEN AND FREE FROM BUILDINGS AND STRUCTURES OF ANY KIND EXCEPT PUBLIC UTILITY STRUCTURES, ABOVE GROUND AND UNDERGROUND STORM DRAINAGE PIPES AND STRUCTURES AND APPURTENANCES THERETO.

THE AREA MARKED "EMBUUD" IS DEDICATED TO EAST BAY MUNICIPAL UTILITY DISTRICT AS A PERPETUAL EASEMENT FOR THE PURPOSE OF CONSTRUCTING, REPLACING, MAINTAINING, OPERATING AND USING ANY FACILITIES NECESSARY FOR THE TRANSMISSION OF UTILITIES, AND ALL NECESSARY FIXTURES, INCLUDING UNDERGROUND TELEMETRY AND ELECTRICAL CABLES OR APPURTENANCES THERETO, IN, UNDER, ALONG AND ACROSS SAID EASEMENT, TOGETHER WITH THE RIGHT OF INGRESS UPON AND EGRESS FROM SAID EASEMENT AND THE RIGHT AT ALL TIMES TO ENTER IN, OVER AND UPON SAID EASEMENT AND EVERY PART THEREOF.

THE EASEMENT AREA MAY BE LANDSCAPED IN A MANNER CONSISTENT WITH EAST BAY MUNICIPAL UTILITY DISTRICT'S USE, HOWEVER, NO BUILDING OR STRUCTURE MAY BE PLACED ON SAID EASEMENT, NOR SHALL ANYTHING BE DONE THEREON WHICH MAY INTERFERE WITH EAST BAY MUNICIPAL UTILITY DISTRICT'S FULL ENJOYMENT OF SAID EASEMENT.

WE ALSO HEREBY RESERVE FOR THE OWNERS OF LOTS 1 THROUGH 7, THEIR LICENSEES, VISITORS AND TENANTS, RECIPROCAL RIGHTS OF INGRESS AND EGRESS FOR PARKING AND STORM DRAINAGE EASEMENTS, ACCESS TO CERTAIN STRIPS OF LAND DESIGNATED AND DELINEATED AS "R.A.U.S.D.E." (RECIPROCAL ACCESS, UTILITY AND STORM DRAINAGE EASEMENT). SAID EASEMENT SHALL BE KEPT OPEN AND FREE FROM BUILDINGS AND STRUCTURES OF ANY KIND EXCEPT UNDERGROUND PUBLIC UTILITY STRUCTURES, ABOVE GROUND AND UNDERGROUND STORM DRAINAGE PIPES AND STRUCTURES AND APPURTENANCES THERETO.

AS OWNER:

OKMEDA MANAGEMENT, LLC, A CALIFORNIA LIMITED LIABILITY COMPANY

PAUL ESAJIAN
MANAGING MEMBER

DATED

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 CALIFORNIA, SS.

ON _____, 2022, BEFORE ME,

A NOTARY PUBLIC,
PERSONALLY APPEARED PAUL ESAJIAN

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

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

WITNESS MY HAND

SIGNATURE OF NOTARY PUBLIC _____

PRINTED NAME OF NOTARY _____

NOTARY'S PRINCIPAL PLACE OF BUSINESS _____

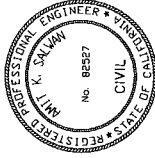
COMMISSION EXPIRES: _____

JOB NO. 4761-01

CITY ENGINEER'S STATEMENT:

I, AMIT K. SALWON, ACTING 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 HERON EMBODIED FINAL MAP ENTITLED "TRACT MAP NO. 8393"; THAT THE SUBDIVISION AS SHOWN UPON SAID MAP ENTITLED "TRACT MAP NO. 8393"; THAT THE SUBDIVISION AS SHOWN UPON SAID MAP ENTITLED "TRACT MAP NO. 8393" IS THE SAME AS THAT APPEARING ON THE TENTATIVE TRACT MAP AND APPROVED BY THE CITY ENGINEER OF THE CITY OF OAKLAND, ALAMEDA COUNTY, CALIFORNIA, ON SEPTEMBER 15, 1894, AND THAT SAID TRACT MAP COMPLIES WITH ALL PROVISIONS OF THE SUBDIVISION ACT OF THE GOVERNMENT CODE AND THE LOCAL ORDINANCES APPLICABLE AT THE TIME OF APPROVAL OF THE TENTATIVE TRACT MAP.

IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND THIS _____ DAY OF _____, 2023.



AMIT K. SALWON, P.E., NO. 82527
ACTING CITY ENGINEER
CITY OF OAKLAND, ALAMEDA COUNTY
STATE OF CALIFORNIA

CITY SURVEYOR'S STATEMENT:

I, RAYMOND R. HEBERT, CITY SURVEYOR, HAVING BEEN AUTHORIZED TO PERFORM THE FUNCTION OF THE CITY SURVEYOR OF THE CITY OF OAKLAND, ALAMEDA COUNTY, CALIFORNIA, DO HEREBY CERTIFY THAT I HAVE EXAMINED THE HERON EMBODIED FINAL MAP ENTITLED "TRACT NO. 8393"; I AM SATISFIED THAT THE FINAL MAP IS TECHNICALLY CORRECT.

IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND THIS _____ DAY OF _____, 2023.



RAYMOND R. HEBERT, P.L.S., 5870
CITY SURVEYOR, CITY OF OAKLAND
ALAMEDA COUNTY, CALIFORNIA

CLERK OF THE BOARD OF SUPERVISORS STATEMENT:

I, ANIKA CAMPBELL-BELTON, CLERK OF THE BOARD OF SUPERVISORS OF THE COUNTY OF ALAMEDA, STATE OF CALIFORNIA, DO HEREBY CERTIFY THAT THE MAP HAS BEEN FILED AND DEPOSITS HAVE BEEN MADE IN CONFORMANCE WITH THE REQUIREMENTS OF SECTION 66492 AND 66493 OF THE GOVERNMENT CODE OF THE STATE OF CALIFORNIA.

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

DATED: _____ BY: DEPUTY _____

CITY CLERK'S STATEMENT:

I, THE UNDERSIGNED, ASHA REED, CITY CLERK AND CLERK OF THE CITY COUNCIL OF THE CITY OF OAKLAND, COUNTY OF ALAMEDA, STATE OF CALIFORNIA, DO HEREBY CERTIFY THAT THIS MAP, CONSISTING OF 3 SHEETS AND ENTITLED "TRACT MAP NO. 8393", HAS BEEN FILED AND DEPOSITS MADE IN CONFORMANCE WITH THE REQUIREMENTS OF SECTION 66492 AND 66493 OF THE GOVERNMENT CODE OF THE STATE OF CALIFORNIA. THE BOARD OF SUPERVISORS HAS APPROVED THIS MAP AT A REGULAR MEETING HELD ON _____ DAY OF _____, 2023. THE BOARD OF SUPERVISORS HAS APPROVED SAID MAP. I FURTHER STATE THAT ALL AGREEMENTS AND SURETY AS REQUIRED BY LAW TO ACCOMPANY THE MAP HAVE BEEN APPROVED BY THE CITY COUNCIL OF THE CITY OF OAKLAND AND ARE FILED IN MY OFFICE. I ALSO ACCEPT, ON BEHALF OF THE CITY OF OAKLAND THAT AREA SHOWN ON THIS MAP AS "P.U.E.", PUBLIC UTILITY EASEMENT.

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

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

SURVEYOR'S STATEMENT:

THIS MAP WAS PREPARED BY ME OR UNDER MY DIRECTION AND IS BASED UPON A FIELD SURVEY IN JUNE 2016 AT THE REQUEST OF OKMEDA MANAGEMENT, LLC, A CALIFORNIA LIMITED LIABILITY COMPANY. I HEREBY STATE THAT THIS TRACT MAP SUBSTANTIALLY CONFORMS TO THE APPROVED OR CONDITIONALLY APPROVED TENTATIVE TRACT MAP, IF ANY. I HEREBY STATE THAT THE CHARACTER AND OCCUPY THE POSITIONS INDICATED OR THAT THIS MAP WILL BE SUBMITTED TO THE BOARD OF SUPERVISORS OF THE CITY OF OAKLAND, ALAMEDA COUNTY, CALIFORNIA, AND THAT ANY MONUMENTS ARE, OR WILL BE, SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED.

DATED: _____



JACK M. SMITH, P.L.S., 75339
LICENSE EXPIRES: 12-31-2023

CITY PLANNING COMMISSION'S STATEMENT:

I HEREBY STATE THAT THE PLANNING COMMISSION OF THE CITY OF OAKLAND APPROVED ON JUNE 7, 2017, THE TENTATIVE MAP OF "TRACT NO. 8393", UPON WHICH THIS FINAL MAP IS BASED.

DATED: _____

CATHERINE BAYNE
SECRETARY OF THE CITY PLANNING COMMISSION

RECORDER'S STATEMENT:

FILED THIS _____ DAY OF _____, 2023 AT _____ M. IN BOOK _____ OF PARCEL MAPS AT PAGES _____ AT THE REQUEST OF OLD REPUBLIC TITLE COMPANY. INSTRUMENT NO. _____ PAID \$ _____

MELISSA WILK
COUNTY RECORDER, IN AND FOR
COUNTY OF ALAMEDA, STATE OF CALIFORNIA

BY: _____
DEPUTY COUNTY RECORDER

TRACT MAP NO. 8393 A 7 LOT SUBDIVISION

BEING A MERGER AND SUBDIVISION OF THE LANDS DESCRIBED IN THAT CERTAIN ORDER OF MANAGEMENT, LLC, A CALIFORNIA LIMITED LIABILITY COMPANY, RECORDS NO. 201802108, AND TRACT MAP NO. 8393, ALAMEDA COUNTY RECORDS, ALSO BEING ALL OF LOTS 712 THROUGH 726, IN LOT 712 SAID LOTS AND BLOCK ARE SHOWN ON THAT CERTAIN MAP ENTITLED "MAP OF THERMAL HILL, FORMERLY THE HOME TRACT, OAKLAND TOWNSHIP, ALAMEDA COUNTY, CALIFORNIA," FILED FOR RECORD ON SEPTEMBER 15, 1894 IN MAP BOOK 19, PAGE 82, ALAMEDA COUNTY RECORDS

CITY OF OAKLAND ALAMEDA COUNTY CALIFORNIA
NOVEMBER 2023



MUIR CONSULTING, INC.
150 CHURCH AVENUE
OAKLAND, CALIFORNIA 94612
(209) 845-8630 FAX (209) 845-8639

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

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

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

PAUL ESAJAN _____ DATED _____

BENEFICIARY'S ACKNOWLEDGMENT:

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

STATE OF CALIFORNIA SS.
COUNTY OF _____

ON _____, 202____, BEFORE ME,

A NOTARY PUBLIC,
PERSONALLY APPEARED _____

WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE
PERSON WHOSE NAME IS SUBSCRIBED TO THE WITHIN INSTRUMENT AND
WHO WAS AT THE TIME OF EXECUTION OF THE INSTRUMENT FULLY
CAPABLE AND THAT BY HIS SIGNATURE ON THE INSTRUMENT HE OR SHE
ENTIRELY UPON BEHALF OF WHICH HE ACTED, EXECUTED THE INSTRUMENT.

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

WITNESS MY HAND _____
SIGNATURE OF NOTARY PUBLIC _____
PRINTED NAME OF NOTARY _____
NOTARY'S PRINCIPAL PLACE OF BUSINESS _____
COMMISSION EXPIRES: _____

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

KONRAD SOPELNIKOW _____ DATED _____

BENEFICIARY'S ACKNOWLEDGMENT:

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

STATE OF CALIFORNIA SS.
COUNTY OF _____

ON _____, 202____, BEFORE ME,

A NOTARY PUBLIC,
PERSONALLY APPEARED _____

WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE
PERSON WHOSE NAME IS SUBSCRIBED TO THE WITHIN INSTRUMENT AND
WHO WAS AT THE TIME OF EXECUTION OF THE INSTRUMENT FULLY
CAPABLE, AND THAT BY HIS SIGNATURE ON THE INSTRUMENT HE OR SHE
ENTIRELY UPON BEHALF OF WHICH HE ACTED, EXECUTED THE INSTRUMENT.

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

WITNESS MY HAND _____
SIGNATURE OF NOTARY PUBLIC _____
PRINTED NAME OF NOTARY _____
NOTARY'S PRINCIPAL PLACE OF BUSINESS _____
COMMISSION EXPIRES: _____

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

NATHANIEL MERRILL _____ DATED _____

BENEFICIARY'S ACKNOWLEDGMENT:

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

STATE OF CALIFORNIA SS.
COUNTY OF _____

ON _____, 202____, BEFORE ME,

A NOTARY PUBLIC,
PERSONALLY APPEARED _____

WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE
PERSON WHOSE NAME IS SUBSCRIBED TO THE WITHIN INSTRUMENT AND
WHO WAS AT THE TIME OF EXECUTION OF THE INSTRUMENT FULLY
CAPABLE AND THAT BY HIS SIGNATURE ON THE INSTRUMENT HE OR SHE
ENTIRELY UPON BEHALF OF WHICH HE ACTED, EXECUTED THE INSTRUMENT.

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

WITNESS MY HAND _____
SIGNATURE OF NOTARY PUBLIC _____
PRINTED NAME OF NOTARY _____
NOTARY'S PRINCIPAL PLACE OF BUSINESS _____
COMMISSION EXPIRES: _____

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

BEING A MERGER AND SUBDIVISION OF THE LANDS DESCRIBED IN THAT CERTAIN
GRANT DEED AND SUBDIVISION MAP RECORDED IN THE PUBLIC RECORDS OF ALAMEDA
COUNTY RECORDS, MAP NO. 8393, UNDER SERIES NO. 2018054217, ALAMEDA
COUNTY RECORDS, ALSO BEING ALL OF LOTS 22 THROUGH 26, IN BLOCK "R", AS
SAID LOTS AND BLOCK ARE SHOWN ON THAT CERTAIN MAP ENTITLED "MAP OF
THERMAL HILL, FORMERLY THE HOWE TRACT, OAKLAND TOWNSHIP, ALAMEDA
COUNTY, CALIFORNIA, FILED FOR RECORD ON SEPTEMBER 15, 1894 IN
MAP BOOK 151, PAGE 92, ALAMEDA COUNTY RECORDS

CITY OF OAKLAND ALAMEDA COUNTY CALIFORNIA
NOVEMBER 2023



MUIR CONSULTING, INC.

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OAKDALE, CA 95361
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SURVEYING • C.I.S. • G.P.S.
www.muirconsulting.com

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

**City of Oakland
Planning and Building Department
Dalziel Administration Building
250 Frank H. Ogawa Plaza – 2nd Floor
Oakland, CA 94612
Attention: City Engineer**

This document is exempt from payment
of a recording fee pursuant to California
Government Code section 27383.

SPACE ABOVE FOR RECORDER'S USE

SUBDIVISION IMPROVEMENT AGREEMENT

Deferred Construction of Public Infrastructure Improvements

4430, 4440, and 4448 Howe Street

Final Map No. 8393

This SUBDIVISION IMPROVEMENT AGREEMENT (“**Agreement**”), dated October __, 2023 (“**Effective Date**”), is entered into by and between the City of Oakland, a California municipal corporation (“**CITY**”), and Oakmeda Management, LLC, a California limited liability company (“**SUBDIVIDER**”), collectively the “**Parties**,” with reference to the following facts and circumstances:

RECITALS

A. SUBDIVIDER is the owner in fee title and subdivider of three (3) lots located within the corporate limits of the CITY, which are identified by the Alameda County Assessor as APNs 013-1128-018-00, 013-1128-019-00, and 013-1128-020-00 and by the Alameda County Clerk-Recorder as Tract No. 8393, and by the City of Oakland as 4432 Howe Street.

B. SUBDIVIDER has presented a Final Map to the City, identified as Final Map No. 8393, which proposes a subdivision of previously subdivided lots of this platted land into seven (7) developable micro-lots. The Final Map is attached hereto at **Exhibit A**.

C. The Final Map has been prepared in accordance with the Subdivision Map Act of the State of California, the subdivision ordinances of the CITY, and the tentative tract map of the subdivision previously approved by the City Planning Commission on June 12, 2017.

D. SUBDIVIDER has asked the CITY and local public utility companies to accept the permanent maintenance of the required Public Infrastructure Improvements shown on the construction plans accompanying permit number PX1800046 and included in **Exhibit B**, attached hereto and incorporated herein.

E. Construction of the required Public Infrastructure Improvements, however, has not commenced nor has it been accepted by the CITY. Consequently, and in consideration of the approval of the proposed Tract Map and acceptance of the permanent maintenance of the required Public Infrastructure Improvements, the parties desire to establish an Agreement binding the SUBDIVIDER to complete the required improvements pursuant to the terms and conditions set forth herein.

AGREEMENT

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

1. Approval of Final Map No. 8393

Approval of the Final Map No. 8393 by the CITY shall be conditioned upon recordation of this Agreement with the Alameda County Recorder, as well as SUBDIVIDER's satisfactory performance of its obligations specified in this Agreement, as determined by the CITY.

2. Construction of Public Infrastructure Improvements

The SUBDIVIDER shall construct all required off-site and on-site Public Infrastructure Improvements in strict accordance with all permits, specifications, plans and applicable CITY standards and performance criteria as specified in **Exhibit B** and set forth below in Section 3, Special Conditions.

3. Special Conditions

SUBDIVIDER shall comply with the special conditions as follows:

A. The Public Infrastructure Improvements shall conform to the performance criteria specified in Oakland Municipal Code (OMC) Chapter 16.16 – Design Standards and in Standard Details for Public Works Construction and Standard Specifications for Public Works Construction, current editions.

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

C. All construction activities related to the Public Infrastructure Improvements (including, without limitation, hours, days, and months of operation and control of public nuisance conditions) shall conform to the requirements of all CITY Conditions of Approval for the project, the OMC, including section 15.04.780 and subsections 3304.6 and 3304.11 and the Standard Conditions of Approval and Mitigation Monitoring and Reporting Program (“SCAMMRP”) approved by the City Planning Commission on June 12, 2017.

D. Performance standards for the construction of the Public Infrastructure Improvements shall comply with the requirements of OMC Chapter 17.120 and with regional, state, and federal regulations for “Best Management Practices” for erosion and sedimentation control, including a California Construction General Permit with a Storm Water Pollution Prevention Plan (SWPPP – “C6”) provided by a Qualified SWPPP Developer (“QSD”) and monitored by a Qualified SWPPP Practitioner (“QSP”).

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

4. Completion of Public Infrastructure Improvements

A. All construction of the required Public Infrastructure Improvements shall be completed by the SUBDIVIDER within one (1) year of the Effective Date of this Agreement, except those required improvements for which another completion date is stated in **Exhibit B** or set forth above in Section 3, Special Conditions. Construction shall not be deemed complete until the public infrastructure permit has received a final inspection sign-off by the city inspector, an unconditional Letter of Completion, signed and stamped by the SUBDIVIDER’s engineer, has been received by the CITY, and an unconditional Letter of Completion has been issued by the City Engineer.

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

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

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

5. Acceptance of Dedications and Ownership of Public Infrastructure Improvements

Upon final approval of the Public Infrastructure Improvement permit and unconditional issuance of a Certificate of Completion, and all improvements required by this Agreement shall become the sole property of the CITY. The CITY will subsequently accept the permanent maintenance of these improvements as set forth below in Section 7, Maintenance of Public Infrastructure Improvements, and Section 8, Guarantee of Workmanship and Warranty of Equipment, Materials, and Expertise.

6. Responsibility for Public Infrastructure Improvements

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

7. Maintenance of Public Infrastructure Improvements

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

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

Until two (2) years has elapsed following the unconditional issuance of the Certificate of Completion, SUBDIVIDER warrants that the required Public Infrastructure Improvements, including the equipment and materials provided for the required improvements, are and will be free from defects and guarantees that the construction of the required improvements is and will be free from deficiencies and that the required improvements will perform satisfactorily in accordance with the specifications, plans and applicable CITY standards and performance criteria as specified in **Exhibit A** and set forth above in Section 3, Special Conditions. SUBDIVIDER further warrants that its design professionals are competent, that their analyses are adequate, and that their designs will meet or exceed the applicable CITY standards and performance criteria and in strict accordance with all permits, specifications, plans and applicable CITY standards and performance criteria as specified in the permits incorporated by reference pursuant to Section 21, the Conditions of Approval for the Project, and the OMC, and any other relevant Federal, State or local regulations, as well as those set forth below in Section 3, Special Conditions.

If at any time before the expiration of the guarantee and warranty period specified herein said designs prove to be inadequate in any respect, as determined by the City Engineer, the SUBDIVIDER shall make changes at its sole expense necessary to assure conformance with said standards and criteria.

9. Inspection of Construction, Equipment, And Materials

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

10. Payment of Fees and Penalties and Accrued Interest

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

11. Reversion to Acreage

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

12. Property Acquisition

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

13. Security

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

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

1. **Faithful Performance Bond** in a face amount not less than One Hundred Twenty-Nine Thousand and Eight Hundred Dollars (**\$129,800**), which is the full amount (one-hundred percent) of the City Engineer's total estimated cost for constructing the required on-site and off-site public infrastructure improvements, to secure faithful performance of this Agreement by the SUBDIVIDER; and

2. **Labor and Materials Bond** in a face amount not less than Sixty Four Thousand and Nine Hundred Dollars (**\$64,900**), which is one-half (fifty percent) of the full amount of the City Engineer's total estimated cost for constructing the required on-site and off-site public infrastructure improvements, to secure payment by the SUBDIVIDER to its contractor, subcontractors, laborers and material suppliers furnishing supervision, labor, materials and equipment engaged in the construction pursuant to this Agreement, and further to secure payment as required by the Unemployment Insurance Act.

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

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

Maintenance Bond in a face amount not less than Thirty Two Thousand and Four Hundred Fifty Dollars (**\$32,450**) (twenty-five percent) of the full amount of the City Engineer's total estimated cost for constructing the required on-site and off-site public infrastructure improvements, to secure faithful performance of Section 7, Maintenance of Public Infrastructure Improvements, and Section 8, Guarantee of Workmanship and Warranty of Equipment, Materials, and Expertise, above. This Maintenance Bond shall remain in effect for not less than two (2) years after the date of the unconditional issuance of the Certificate of Completion of the required Public Infrastructure Improvements.

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

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

14. Alternative Security

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

15. Defense, Indemnity, and Hold Harmless

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

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

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

16. Insurance Required

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

A. Minimum Scope of Insurance

Coverage shall be at least as broad as:

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

B. Minimum Limits of Insurance

1. **Commercial General Liability** insurance, including but not limited to, Bodily Injury, Broad Form Property Damage, Contractual Liability, Operations, Products and Completed Operations, Owners and Contractors Protective Liability, and/or XCU coverage, when applicable, with limits not less than **\$2,000,000.00** combined single limit per occurrence for bodily damage, personal injury and property damage. The limits of insurance shall apply separately to this project or location. The policy shall contain a severability of interest clause or cross liability clause or the equivalent thereof.
2. **Automobile Liability** with limits not less than **\$2,000,000.00** combined single limit per accident for bodily injury and property damage.
3. **Worker’s Compensation** insurance as required by the laws of the State of California with limits not less than **\$1,000,000.00**. Statutory coverage may include Employers Liability coverage. The SUBDIVIDER certifies that he/she is aware of the provisions of section 3700 of the California Labor Code, which requires every employer to provide Workers’ Compensation coverage, or to undertake self-insurance in accordance with the provisions of that Code. The SUBDIVIDER shall comply with the provisions of section 3700 of the California Labor Code before commencing performance of the work under this Agreement and thereafter as required by that code.
4. **Professional Liability/Errors/Omissions** insurance with limits not less than **\$1,000,000.00**.

5. **Builders' Risk/Course of Construction** insurance covering all risks of loss with limits not less than the completed value of the project with no coinsurance penalty provisions. The CITY shall be named as loss payee under this policy. The insurer shall waive all rights of subrogation against the CITY.

C. Deductibles and Self-Insured Retentions

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

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

D. Other Insurance Provisions

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

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

E. Acceptability of Insurers

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

F. Verification of Coverage

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

G. Subcontractors

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

17. Participation in Benefit Districts

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

18. Actions to Enforce

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

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

This Agreement pertains to and runs with the real property included within Final Map No. 8393, which land is expressly agreed to benefit from the privileges granted to SUBDIVIDER under this Agreement, and binds the beneficiaries, heirs, assigns, and successors in interest of SUBDIVIDER.

20. Exhibits

The following are exhibits to this Agreement:

Exhibit A: Final Map No. 8393

Exhibit B: Engineering Plans for PX1800046

21. Incorporation By Reference

The following documents are incorporated into this Agreement by reference:

CITY Permits:

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

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

Insurer: _____

Surety: _____

22. Constructive Notice

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

23. Effective Date

This Agreement shall be effective on the Effective Date.

24. Miscellaneous

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

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

C. Integration. This Agreement contains the entire agreement between the parties with respect to the subject matter of this Agreement. Any prior correspondence, memoranda, agreements, warranties or representations relating to such subject matter are superseded in total by this Agreement. No prior drafts of this Agreement or changes from those drafts to the executed

version of this Agreement shall be introduced as evidence in any litigation or other dispute resolution proceeding by either party or any other person, and no court or other body shall consider those drafts in interpreting this Agreement.

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

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

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

CITY*:

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

CITY OF OAKLAND, a municipal corporation

APPROVED AS TO FORM:

OFFICE OF THE CITY ATTORNEY

By: _____
JESTIN D. JOHNSON
CITY ADMINISTRATOR

SUBDIVIDER*:

OAKMEDA MANAGEMENT, LLC

By: _____
Name: _____
Title: Authorized Signatory

*Notarized acknowledgment required.

Exhibit A

Final Map No. 8393

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 UPON THE MAP THAT WE ACQUIRED TITLE TO SAID REAL PROPERTY BY VIRTUE OF THE GRANT DEED RECORDED MARCH 16, 2018 UNDER SERIES NO. 2018054216, ALAMEDA COUNTY RECORDS. THAT WE ARE THE ONLY PERSONS WHOSE CONSENT IS NECESSARY TO PASS A CLEAR TITLE TO SAID REAL PROPERTY, SUBJECT TO LEASERS' CONSENT BELOW, AND THAT WE HEREBY CONSENT TO THE MAKING OF SAID MAP AND SUBDIVISION AS SHOWN WITHIN THE DISTINGUISHABLE BORDER LINE OF TRACT MAP NO. 8393 AND ALL DESIGNATIONS AND OTHERS OF JURISDICTION THEREIN.

WE ALSO HEREBY DEDICATE TO PUBLIC USE EASEMENTS FOR ANY AND ALL PUBLIC UTILITY SERVICE FACILITIES INCLUDING POLES, WIRES, CONDUITS, GAS, WATER, HEAT MAINS AND ALL APPURTENANCES AND UTILITIES INCLUDING BUT NOT LIMITED TO, TELEPHONE, TELEVISION, CABLE TELEVISION, AND UTILITIES DESIGNATED AS "PUBLIC" PUBLIC UTILITY EASEMENTS, INCLUDING BUT NOT LIMITED TO, PUBLIC UTILITY STRUCTURES, IRRIGATION SYSTEMS AND APPURTENANCES THEREOF, LAWFUL FENCES AND ALL LAWFUL UNSUPPORTED ROOF OVERHANGS.

WE ALSO HEREBY RESERVE FOR THE OWNERS OF LOTS 1 THROUGH 7, THEIR LICENSEES, VISITORS AND TENANTS, RECIPROCAL RIGHTS OF INGRESS AND EGRESS, UTILITIES AND STORM DRAINAGE UPON AND OVER THAT CERTAIN STRIP OF LAND DESIGNATED AND DELINEATED AS "R.A.U.S.D.E." (RECIPROCAL ACCESS, UTILITY AND STORM DRAINAGE EASEMENT). SAID "R.A.U.S.D.E." TO BE KEPT OPEN AND FREE FROM BUILDINGS AND STRUCTURES OF ANY KIND EXCEPT UNDERGROUND STRUCTURES AND APPURTENANCES THEREIN.

THE AREA MARKED "EBUD" IS DESIGNATED TO EAST BAY MUNICIPAL UTILITY DISTRICT AS A PUBLIC UTILITY EASEMENT FOR THE TRANSMISSION OF UTILITIES INCLUDING BUT NOT LIMITED TO AND USING FACILITIES NECESSARY FOR THE TRANSMISSION OF UTILITIES INCLUDING BUT NOT LIMITED TO, INCLUDING UNDERGROUND TELEMETRY AND ELECTRICAL CABLES OR APPURTENANCES THEREIN, IN, UNDER, ALONG AND ACROSS SAID EASEMENT, TOGETHER WITH THE RIGHT OF INGRESS AND EGRESS FROM SAID EASEMENT AND THE RIGHT AT ALL TIMES TO ENTER IN, OVER AND UPON SAID EASEMENT AND EVERY PART THEREOF.

THE EASEMENT AREA MAY BE LANDSCAPED IN A MANNER CONSISTENT WITH EAST BAY MUNICIPAL UTILITY DISTRICT'S USE; HOWEVER, NO BUILDING OR STRUCTURE MAY BE PLACED ON SAID EASEMENT. NO TREES MAY BE PLANTED WITHIN THE EASEMENT AREA AND NO CHANGES MAY BE MADE TO THE EXISTING SURFACE ELEVATION (GRADE) OF THE EASEMENT AREA BY MORE THAN ONE (1) FOOT, UNLESS AS OTHERWISE SPECIFIED HEREIN. WE MAY INTERFERE WITH EAST BAY MUNICIPAL UTILITY DISTRICT'S FULL ENJOYMENT OF SAID EASEMENT.

WE ALSO HEREBY RESERVE FOR THE OWNERS OF LOTS 1 THROUGH 7, THEIR LICENSEES, VISITORS AND TENANTS, RECIPROCAL RIGHTS OF INGRESS AND EGRESS FOR PARKING AND STORM DRAINAGE UPON AND OVER THAT CERTAIN STRIP OF LAND DESIGNATED AND DELINEATED AS "R.A.U.S.D.E." (RECIPROCAL ACCESS, UTILITY AND STORM DRAINAGE EASEMENT). SAID "R.A.U.S.D.E." TO BE KEPT OPEN AND FREE FROM BUILDINGS AND STRUCTURES OF ANY KIND EXCEPT UNDERGROUND PUBLIC UTILITY STRUCTURES, ABOVE GROUND AND UNDERGROUND STORM DRAINAGE PIPES AND STRUCTURES AND APPURTENANCES THEREIN.

AS OWNER:
OKMEDA MANAGEMENT, LLC, A CALIFORNIA LIMITED LIABILITY COMPANY

PAUL ESAJIAN
MANAGING MEMBER

DATED

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 CALIFORNIA SS.
COUNTY OF _____

ON _____, 2022, BEFORE ME, _____

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

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

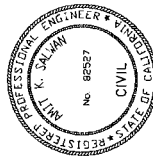
WITNESS MY HAND _____
SIGNATURE OF NOTARY PUBLIC _____
PRINTED NAME OF NOTARY _____
NOTARY'S PRINCIPAL PLACE OF BUSINESS _____
COMMISSION EXPIRES: _____

JOB NO. 4761-01

CITY ENGINEER'S STATEMENT:

I, AMIT K. SALWAN, ACTING CITY ENGINEER, HAVING BEEN AUTHORIZED TO PERFORM THE FUNCTION OF THE CITY ENGINEER, COUNTY OF ALAMEDA, AMEMBODIED TRACT MAP NO. 8393, THAT THE SUBDIVISION AS SHOWN UPON SAID TRACT MAP IS SUBSTANTIALLY THE SAME AS THAT APPEARING ON THE TRACT MAP NO. 8393, AS SHOWN ON THE TRACT MAP NO. 8393, THAT THE SUBDIVISION AS SHOWN UPON SAID TRACT MAP COMPLES WITH ALL PROVISIONS OF THE SUBDIVISION MAP ACT OF THE GOVERNMENT CODE AND THE LOCAL ORDINANCES APPLICABLE AT THE TIME OF APPROVAL OF THE TENTATIVE TRACT MAP.

IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND THIS _____ DAY OF _____, 2023.



AMIT K. SALWAN, R.C.E. NO. 82527
CITY ENGINEER
CITY OF OAKLAND, ALAMEDA COUNTY
STATE OF CALIFORNIA

CITY SURVEYOR'S STATEMENT:

I, RAYMOND R. HEBERT, CITY SURVEYOR, HAVING BEEN AUTHORIZED TO PERFORM THE FUNCTION OF THE CITY SURVEYOR, COUNTY OF ALAMEDA, AMEMBODIED FINAL MAP ENTITLED "TRACT NO. 8393", I AM SATISFIED THAT THE FINAL MAP IS TECHNICALLY CORRECT.

IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND THIS _____ DAY OF _____, 2023.



RAYMOND R. HEBERT, P.L.S. 5870
CITY SURVEYOR, CITY OF OAKLAND
ALAMEDA COUNTY, CALIFORNIA

SURVEYOR'S STATEMENT:

THIS MAP WAS PREPARED BY ME OR UNDER MY DIRECTION AND IS BASED UPON A FIELD SURVEY IN JUNE 2016 AT THE REQUEST OF OKMEDA MANAGEMENT, LLC, A CALIFORNIA LIMITED LIABILITY COMPANY; I HEREBY STATE THAT THIS TRACT MAP SUBSTANTIALLY CONFORMS TO THE APPROVED OR CONDITIONALLY APPROVED TENTATIVE TRACT MAP. I HEREBY STATE THAT THE TRACT MAP IS CORRECT AND ACCURATE AND THAT THE MONUMENTS THAT THEY WILL BE SET BEFORE DECEMBER 31, 2023, AND THAT THE MONUMENTS ARE, OR WILL BE, SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED.

JACK M. SMITH, P.L.S. 7535
LICENSE EXPIRES: 12-31-2023



DAIED

CITY PLANNING COMMISSION'S STATEMENT:

I HEREBY STATE THAT THE PLANNING COMMISSION OF THE CITY OF OAKLAND APPROVED ON JUNE 7, 2017, THE TENTATIVE MAP OF "TRACT NO. 8393", UPON WHICH THIS FINAL MAP IS BASED.

DAIED

CATHERINE PAYNE
SECRETARY OF THE CITY PLANNING COMMISSION

RECORDER'S STATEMENT:

FILED THIS _____ DAY OF _____, 2023 AT _____ M. IN BOOK _____ OF PARCEL MAPS AT PAGES _____ AT THE REQUEST OF OLD REPUBLIC TITLE COMPANY. INSTRUMENT NO. _____

FEE \$ _____ PAID

MELISSA WILK
COUNTY RECORDER, IN AND FOR
COUNTY OF ALAMEDA, STATE OF CALIFORNIA

BY: DEPUTY COUNTY RECORDER

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

BEING A MERGER AND SUBDIVISION OF THE LANDS DESCRIBED IN THAT CERTAIN GRANT DEED TO OKMEDA MANAGEMENT, LLC, A CALIFORNIA LIMITED LIABILITY COMPANY, RECORDED ON MARCH 16, 2018 UNDER SERIES NO. 2018054216, ALAMEDA COUNTY RECORDS, ALSO BEING ALL OF LOTS 22 THROUGH 26, IN BLOCK "R", AS SHOWN ON TRACT MAP NO. 8393, AS SHOWN ON THE TRACT MAP NO. 8393, FORMERLY THE HOME TRACT OAKLAND TOWNSHIP, ALAMEDA COUNTY, CALIFORNIA, FILED FOR RECORD ON SEPTEMBER 15, 1884 IN MAP BOOK 19, PAGE 52, ALAMEDA COUNTY RECORDS.

CITY OF OAKLAND ALAMEDA COUNTY CALIFORNIA

NOVEMBER 2023



MUIR CONSULTING, INC.

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OAKDALE, CA 95061
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www.muirconsulting.com

BY: DEBRA BERG, CITY CLERK AND CLERK OF THE COUNCIL OF THE CITY OF OAKLAND, COUNTY OF ALAMEDA, STATE OF CALIFORNIA

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

AS BENEFICIARY:
REPRESENTING FUEL, LLC UNDER DEED OF TRUST RECORDED JANUARY 9, 2018 AS
DOCUMENT NUMBER 2018006157, ALAMEDA COUNTY RECORDS, CALIFORNIA. I HEREBY JOIN
IN AND CONSENT TO THE EXECUTION OF THE FOREGOING OWNER'S STATEMENT AND TO THE
PREPARATION AND FILING OF THIS MAP AND ALL DEEDINGS AND DEDICATIONS THEREON,
AND

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

PAUL ESAJAN _____ DATED _____

BENEFICIARY'S ACKNOWLEDGMENT:

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

STATE OF CALIFORNIA SS. _____
COUNTY OF _____

ON _____, 202____, BEFORE ME, _____

A NOTARY PUBLIC,
PERSONALLY APPEARED _____

WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE
PERSON WHOSE NAME IS SUBSCRIBED TO THE WITHIN INSTRUMENT AND
APPEARED BEFORE ME, THAT HE OR SHE WAS FULLY ADULATED AND OF SOUND
CAPACITY AND THAT BY HIS SIGNATURE ON THE INSTRUMENT HE OR SHE
ENTIRELY UPON BEHALF OF WHICH HE ACTED, EXECUTED THE INSTRUMENT.

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

WITNESS MY HAND

SIGNATURE OF NOTARY PUBLIC _____
PRINTED NAME OF NOTARY _____
NOTARY'S PRINCIPAL PLACE OF BUSINESS _____
COMMISSION EXPIRES: _____

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

KONRAU SOPILNIKOV _____ DATED _____

BENEFICIARY'S ACKNOWLEDGMENT:

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

STATE OF CALIFORNIA SS. _____
COUNTY OF _____

ON _____, 202____, BEFORE ME, _____

A NOTARY PUBLIC,
PERSONALLY APPEARED _____

WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE
PERSON WHOSE NAME IS SUBSCRIBED TO THE WITHIN INSTRUMENT AND
APPEARED BEFORE ME, THAT HE OR SHE WAS FULLY ADULATED AND OF SOUND
CAPACITY AND THAT BY HIS SIGNATURE ON THE INSTRUMENT HE OR SHE
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I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF
CALIFORNIA THAT THE FOREGOING PARAGRAPH IS TRUE AND CORRECT.

WITNESS MY HAND

SIGNATURE OF NOTARY PUBLIC _____
PRINTED NAME OF NOTARY _____
NOTARY'S PRINCIPAL PLACE OF BUSINESS _____
COMMISSION EXPIRES: _____

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

NATHANIEL MERRILL _____ DATED _____

BENEFICIARY'S ACKNOWLEDGMENT:

A NOTARY PUBLIC OR OTHER OFFICER COMPLETING THIS CERTIFICATE
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DOCUMENT WHICH THIS CERTIFICATE IS ATTACHED, AND NOT THE
TRUTHFULNESS, ACCURACY, OR VALIDITY OF THAT DOCUMENT.

STATE OF CALIFORNIA SS. _____
COUNTY OF _____

ON _____, 202____, BEFORE ME, _____

A NOTARY PUBLIC,
PERSONALLY APPEARED _____

WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE
PERSON WHOSE NAME IS SUBSCRIBED TO THE WITHIN INSTRUMENT AND
APPEARED BEFORE ME, THAT HE OR SHE WAS FULLY ADULATED AND OF SOUND
CAPACITY AND THAT BY HIS SIGNATURE ON THE INSTRUMENT HE OR SHE
ENTIRELY UPON BEHALF OF WHICH HE ACTED, EXECUTED THE INSTRUMENT.

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

WITNESS MY HAND

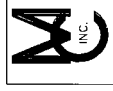
SIGNATURE OF NOTARY PUBLIC _____
PRINTED NAME OF NOTARY _____
NOTARY'S PRINCIPAL PLACE OF BUSINESS _____
COMMISSION EXPIRES: _____

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

BEING A MERGER AND SUBDIVISION OF THE LANDS DESCRIBED IN THAT CERTAIN
GRANT DEED TO OAKMEDA MANAGEMENT, LLC, A CALIFORNIA LIMITED LIABILITY
COMPANY, RECORDED ON MARCH 15, 2018 UNDER SERIES NO. 2018054216, ALAMEDA
COUNTY RECORDS, ALSO BEING ALL OF LOTS 22 THROUGH 26, IN BLOCK "R", AS
SAID LOTS AND BLOCK ARE SHOWN ON THAT CERTAIN MAP ENTITLED "MAP OF
THE TRACT BEING SUBDIVIDED, SHOWING THE LOTS AND BLOCKS, ALAMEDA
COUNTY, CALIFORNIA," FILED FOR RECORD ON SEPTEMBER 15, 1884 IN
MAP BOOK 19, PAGE 52, ALAMEDA COUNTY RECORDS

CITY OF OAKLAND ALAMEDA COUNTY CALIFORNIA

NOVEMBER, 2023



MUIR CONSULTING, INC.
139 CHURCH AVENUE
OAKDALE, CA 95361
(209) 845-8630 FAX (209) 845-8639
SURVEYING • G.I.S. • G.P.S.
www.muirconsulting.com

Exhibit B
Engineering Plans for PX1800046

REVISIONS		
NO. 1	DATE	
NO. 2	DATE	
NO. 3	DATE	
NO. 4	DATE	
NO. 5	DATE	
NO. 6	DATE	
NO. 7	DATE	
NO. 8	DATE	
NO. 9	DATE	
NO. 10	DATE	
NO. 11	DATE	
NO. 12	DATE	
NO. 13	DATE	
NO. 14	DATE	
NO. 15	DATE	
NO. 16	DATE	
NO. 17	DATE	
NO. 18	DATE	
NO. 19	DATE	
NO. 20	DATE	

4430 HOWE STREET LLC AND GC CARB LLC
OFFSITE GRADING AND UTILITY PLAN
4428 - 4448 HOWE STREET, OAKLAND, CA 94618
PERMIT NO. PZ1800046

4430 HOWE STREET LLC AND GC CARB LLC
 Consulting Engineering & Construction, Inc.
 470 West Broadway, Suite 100, San Francisco, CA 94107
 Phone: (415) 874-0823
 www.cecb.com

GENERAL NOTES FOR CONSTRUCTION

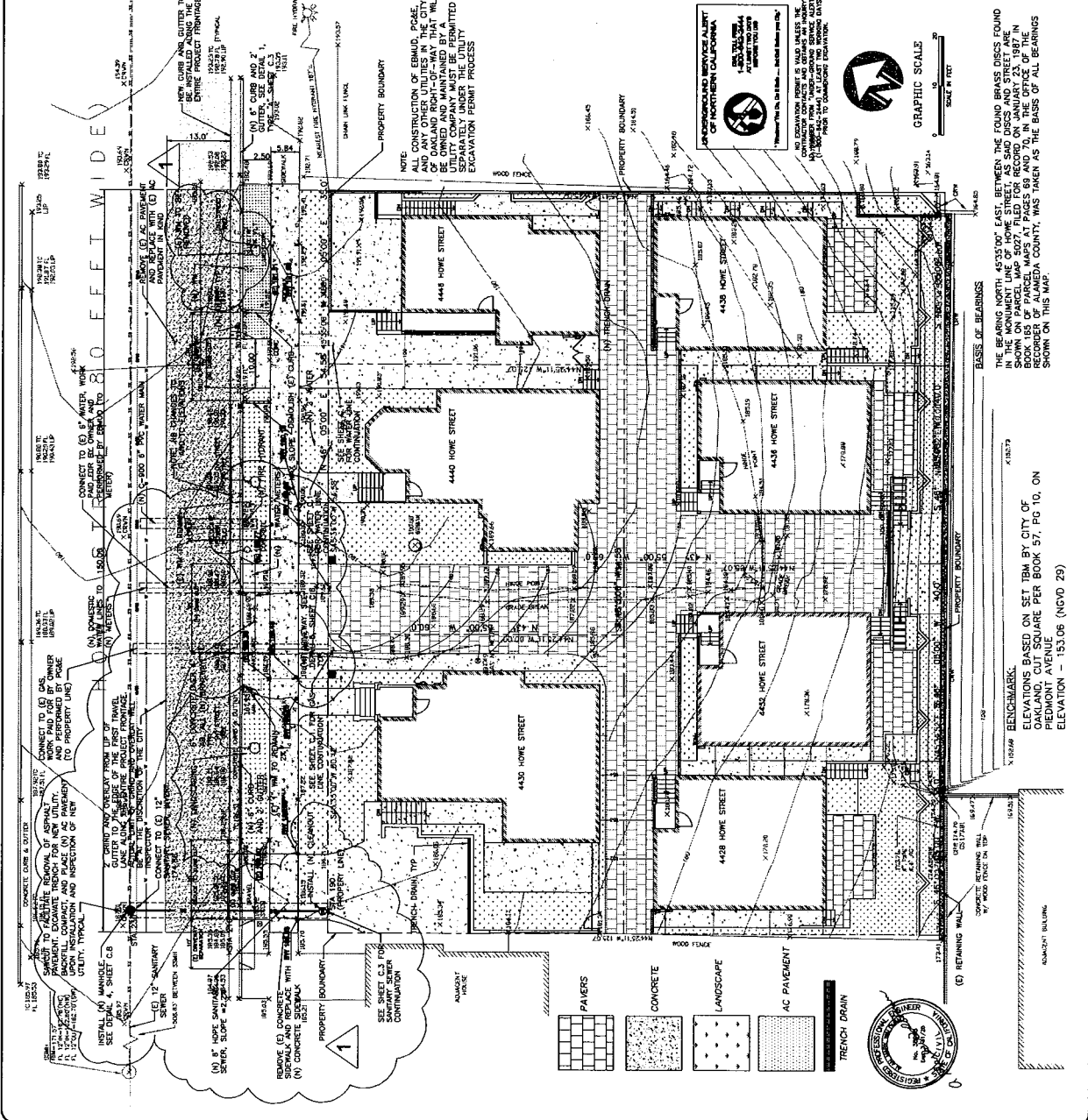
- EXCESS EXCAVATED MATERIAL SHALL BE EXPORTED FROM THE PROJECT SITE VIA HAUL TRUCKS TO AN APPROVED DISPOSAL SITE. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING NECESSARY PERMITS AND REGULATIONS.
- THE CONTRACTOR'S ATTENTION IS DIRECTED TO EXISTING WATER, SANITARY, SEWER, GAS, AND OTHER UTILITIES SHOWN ON THIS PLAN. CARE SHOULD BE TAKEN TO PREVENT DAMAGING SUCH UTILITIES. IF ANY UTILITIES ARE LOCATED AT AN UNEXPECTED LOCATION, THE CONTRACTOR SHALL IMMEDIATELY NOTIFY THE OWNER'S REPRESENTATIVE ON SITE. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING NECESSARY PERMITS AND REGULATIONS.
- ANY NECESSARY SAFETY BARriers AND COMPLETE REPAIRS IN A TIMELY MANNER. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING NECESSARY PERMITS AND REGULATIONS.
- WHEN CONNECTIONS ARE MADE TO ANY EXISTING PIPE OR OTHER APPURTENANCES THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING NECESSARY PERMITS AND REGULATIONS.
- EXCAVATED WATER SOIL MAY BE USED AS BACKFILL UPON APPROVAL BY ENGINEER.
- MAY BE DAMAGED DURING TRENCHING AND EXCAVATION WORK, ETC. THAT THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING NECESSARY PERMITS AND REGULATIONS.
- PERFORMANCE OF THE WORK.

ADDITIONAL UTILITY NOTES

- ALL WORK SHALL BE IN CONFORMANCE WITH THE CITY OF OAKLAND UNIFORM CONSTRUCTION STANDARDS.
- ALL WORK SHALL BE IN CONFORMANCE WITH THE CITY OF OAKLAND UNIFORM CONSTRUCTION STANDARDS.
- ALL FERROUS METAL PIPE SHALL BE LINED AND STEEL PIPE SHALL BE COATED AND WRAPPED WITH JOINTS FIELD-COATED AND WRAPPED AFTER ASSEMBLY.
- ALL BOILED JOINT ACCESSORIES SHALL BE CLEANED AND COATED WITH ASPHALT OR OTHER CORROSION RESISTING MATERIAL AFTER INSTALLATION.
- AFTER INSTALLATION, ROADS, NITS, BOLTS, WASHERS, CLAMPS, AND OTHER RESTRAINING DEVICES EXCEPT THOSE BULBS SHALL BE CLEANED AND COATED WITH A BITUMINOUS OR OTHER ACCEPTABLE CORROSION RESISTING MATERIAL.
- THE AMOUNT OF LEAKAGE IN BURIED PIPING SHALL BE MEASURED BY THE SPECTED TEST PROCEDURE BY PIPING FROM A CALIBRATED CONTAINER. FOR NEW PIPE, THE AMOUNT OF LEAKAGE AT THE JOINTS SHALL NOT EXCEED 10% OF THE ALLOWED LEAKAGE. FOR EXISTING PIPE, THE AMOUNT OF LEAKAGE SHALL NOT EXCEED 10% OF THE ALLOWED LEAKAGE.
- HYDROSTATIC TESTS SHALL BE MADE BEFORE THE JOINTS ARE COVERED SO THAT ANY LEAKS MAY BE DETECTED.
- THE INSTALLATION COMPANY SHALL FURNISH A CONTRACTOR'S MATERIAL AND TEST CERTIFICATE TO THE INSPECTOR OF RECORD WHO WILL SUBMIT TO O&A.
- ALL SANITARY SEWER IMPROVEMENTS SHALL BE PER CITY OF OAKLAND PUBLIC WORKS STANDARDS AND SPECIFICATIONS.
- ALL STORM DRAINAGES SHALL BE AS SPECIFIED.
- STORM DRAIN PIPE 12-INCHES AND LARGER SHALL BE SMOOTH INTERIOR CORRUGATED HOPE.
- AREA DRAINS SHALL BE 8-INCH DIAMETER INTERLAYER RILEE DRAINS WITH STANDARD GATE OR APPROVED EQUAL.
- ALL EXISTING UNDERGROUND UTILITIES ARE SHOWN IN THEIR APPROXIMATE LOCATION BASED ON RECORD PLAN AND DEPTH OF THESE UTILITIES AS NEEDED FOR CONNECTIONS PRIOR TO THE START OF UNDERGROUND CONSTRUCTION OR AS NEEDED TO PROTECT UTILITIES DURING CONSTRUCTION.
- ALL UNDERGROUND SERVICE CONNECTIONS SHALL BE INSTALLED WITH ZINC ANODES.
- ALL EXISTING UTILITIES AND IMPROVEMENTS TO REMAIN THAT BECOME DAMAGED DURING CONSTRUCTION SHALL BE COMPLETELY RESTORED TO THE SATISFACTION OF THE OWNER AND AT THE CONTRACTOR'S SOLE EXPENSE.
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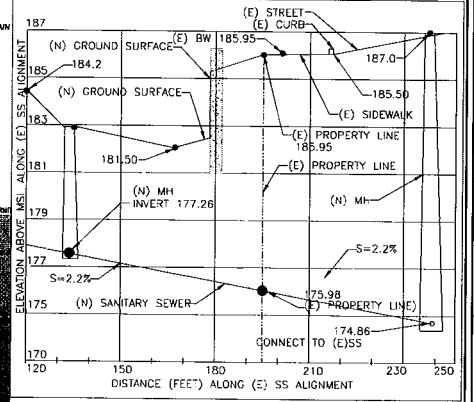
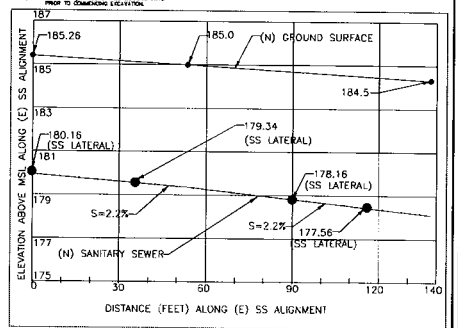
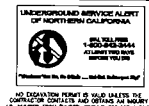
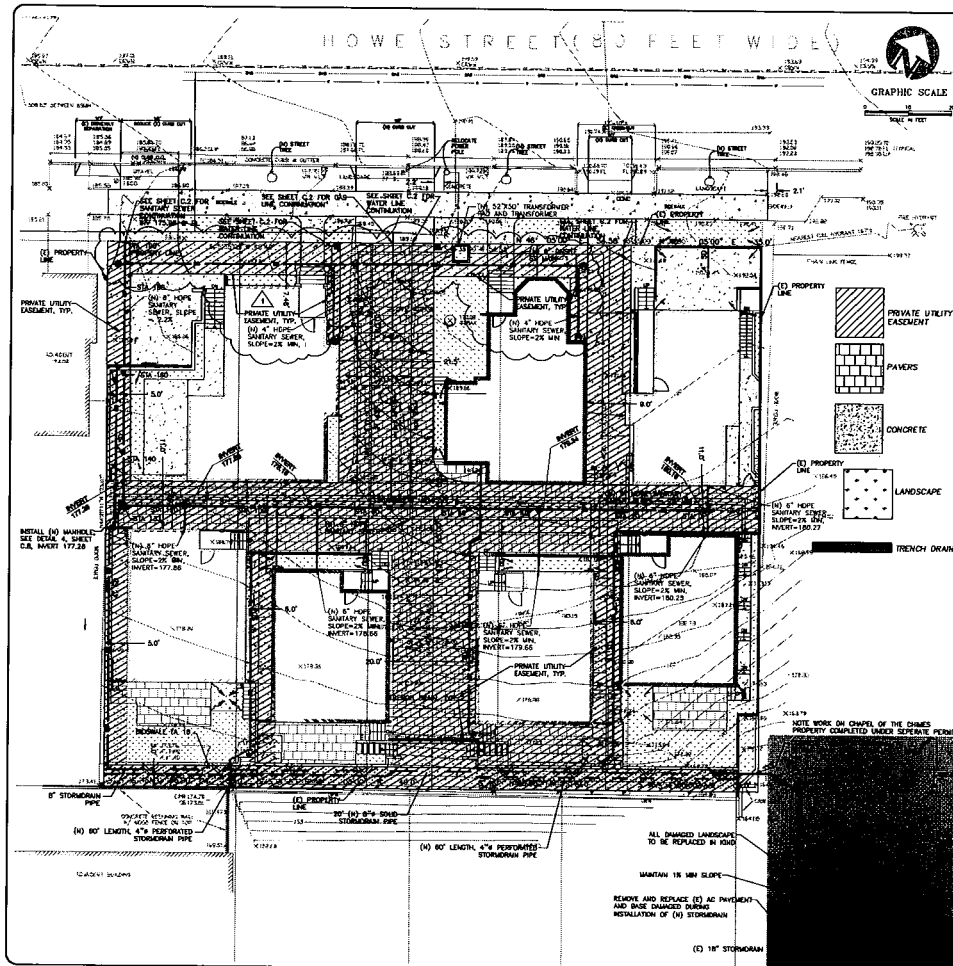
P-JOB GENERAL NOTES

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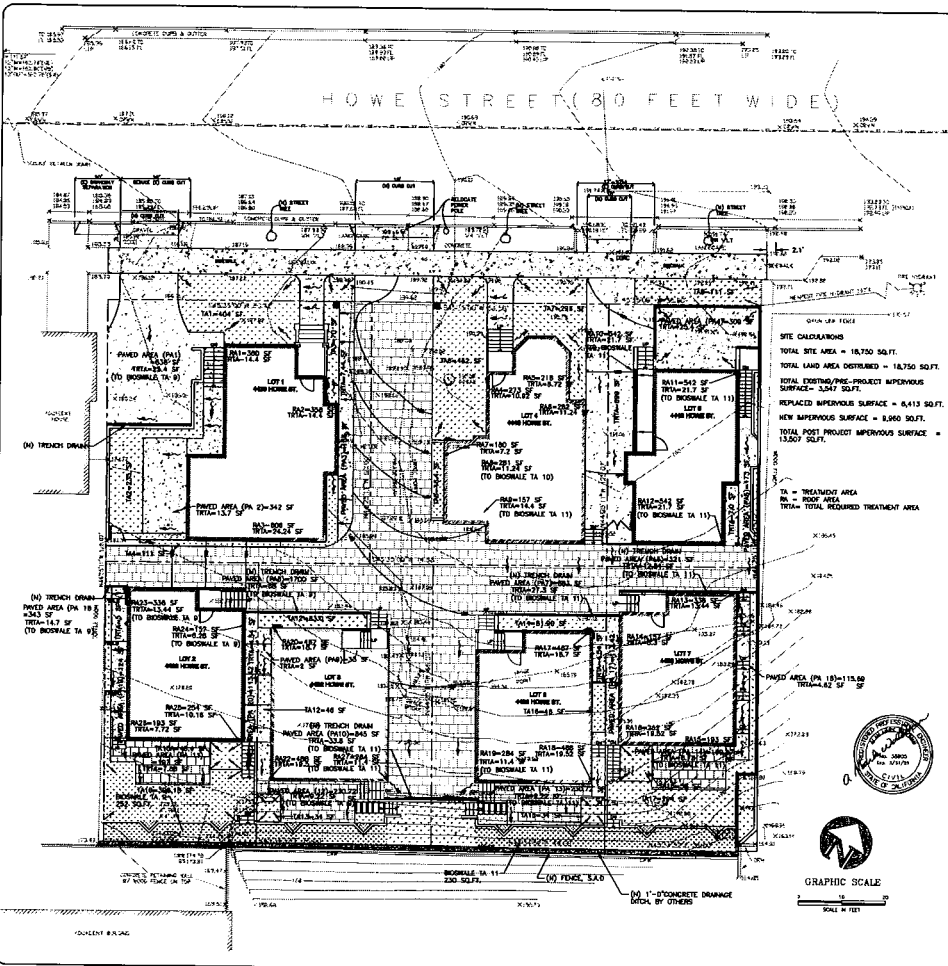


6/15/2023 11:55:00 AM
 4430 HOWE STREET LLC AND GC CARB LLC
 OFFSITE GRADING AND UTILITY PLAN
 4428 - 4448 HOWE STREET, OAKLAND, CA 94618
 PERMIT NO. PZ1800046
 4430 HOWE STREET LLC AND GC CARB LLC
 Consulting Engineering & Construction, Inc.
 470 West Broadway, Suite 100, San Francisco, CA 94107
 Phone: (415) 874-0823
 www.cecb.com

HOWE STREET 80 FEET WIDE



Pacific Engineering & Construction, Inc.
 Consulting Engineers & Contractors
 4428 - 4448 HOWE STREET, OAKLAND, CA 94618
 OFFSITE GRADING AND UTILITY PLAN
 PERMIT NO. PX 1800046
 PROJECT NO. 1800046



VEGETATED SWALE MAINTENANCE

1. A MAINTENANCE AGREEMENT SHALL BE PROVIDED.
2. THE MAINTENANCE AGREEMENT SHALL STATE THE PARTIES RESPONSIBILITY FOR MAINTENANCE AND WORK.
3. NEW AND EXISTING SWALES NOT DEEPER TO THE EXTENT NECESSARY TO KEEP VEGETATION ALIVE, WHERE 1-1/2 INCHES AFTER WORKING, WHERE MOVED GRASSES ARE SHOWN, THE SWALE HEIGHT SHALL BE KEPT WITH THE HEIGHT EXCEEDS 3 INCHES.
4. REMOVE OBSTRUCTIONS AND TRASH FROM VEGETATED SWALE.
5. THE USE OF PESTICIDES AND QUICK-RELEASE SYNTHETIC FERTILIZERS SHALL BE MANAGED, AND THE PRINCIPLES OF INTEGRATED PEST MANAGEMENT (IPM) FOLLOWED, CHECK WITH THE LOCAL JURISDICTION FOR ANY LOCAL POLICIES REGARDING THE USE OF PESTICIDES AND FERTILIZERS.
6. VEGETATED SWALES SHALL BE INSPECTED AND MAINTAINED MONTHLY TO REVEAL:
 - A. OBSTRUCTIONS AND TRASH
 - B. POOLED FLOW IS DRAINED WITHIN FIVE DAYS AFTER A RAINFALL EVENT.
 - C. CONDITION OF GRASSES.
 - D. IF POOLED OR OBSERVED DRAINING WILL BE REQUIRED TO RESTORE SWALE DRAINAGE.
 - E. IF SOLEFAINT SEDIMENTATION OCCURS BLOOMING PLANTS IN THE SWALE, SEDIMENTATION SHALL BE REMOVED AND SWALE SHALL BE REPLANTED.
7. WHEN EXCAVATING, AVOID SHEARING OF THE SOILS ON BOTTOM AND SIDE SLOPES. MINIMIZE COMPACTION OF NATIVE SOILS AND REPAIR SOILS IF CLAYEY AND/OR COMPACTED. PROTECT THE AREA FROM CONSTRUCTION SITE RUNOFF.

INFILTRATION PLANTER MAINTENANCE

1. MAINTAIN VEGETATION AND IRRIGATION SYSTEM, INSPECT PERIODICALLY AND AFTER STORMS TO ENSURE STRUCTURAL INTEGRITY AND THAT PLANTER HAS NOT CLOGGED.
2. THE USE OF PESTICIDES AND QUICK-RELEASE SYNTHETIC FERTILIZERS SHALL BE MANAGED, AND THE PRINCIPLES OF INTEGRATED PEST MANAGEMENT (IPM) FOLLOWED, CHECK WITH THE LOCAL JURISDICTION FOR ANY LOCAL POLICIES REGARDING THE USE OF PESTICIDES AND FERTILIZERS.

SEDIMENTATION AREA MAINTENANCE

1. SEDIMENTATION AREAS SHALL BE INSPECTED MONTHLY FOR:
 - A. OBSTRUCTIONS AND TRASH.
 - B. POOLED WATER OR FLOWING SURFACE SOILS SHALL BE REMOVED AND REPLACED WITH SAND.
2. THE USE OF PESTICIDES AND QUICK-RELEASE SYNTHETIC FERTILIZERS SHALL BE MANAGED, AND THE PRINCIPLES OF INTEGRATED PEST MANAGEMENT (IPM) FOLLOWED, CHECK WITH THE LOCAL JURISDICTION FOR ANY LOCAL POLICIES REGARDING THE USE OF PESTICIDES AND FERTILIZERS.
3. SOILS AND PLANTINGS MUST BE MAINTAINED, INCLUDING ROUTINE PRUNING, REPLACEMENT OF HEALTHY AND WEEDING.
4. CROSSWATERS AT INFLOW POINTS MUST BE REPAIRED.

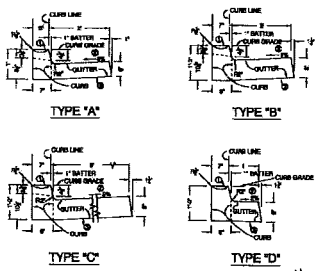
LOT	AREA (SQ FT)	PERVIOUS SURFACE AREA (SQ FT)	PERVIOUS SURFACE AREA (SQ FT)
LOT 1	1178-1181	8,000	1,241
LOT 2	1181-1184	8,000	1,241
LOT 3	1184-1187	8,000	1,241
LOT 4	1187-1190	8,000	1,241
LOT 5	1190-1193	8,000	1,241
LOT 6	1193-1196	8,000	1,241
LOT 7	1196-1199	8,000	1,241
LOT 8	1199-1202	8,000	1,241
LOT 9	1202-1205	8,000	1,241
LOT 10	1205-1208	8,000	1,241
LOT 11	1208-1211	8,000	1,241

Pacific Engineering & Construction, Inc.
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 4430 HOWE STREET, OAKLAND, CA 94618
 (916) 875-1000 FAX (916) 875-1001
 www.pacific-engineering.com

4430 HOWE LLC & GC CARB LLC
 4448 HOWE STREET, OAKLAND, CA 94618
STORMWATER PLAN
 PERMIT NO. PX1800046

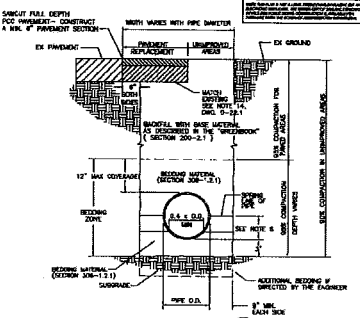
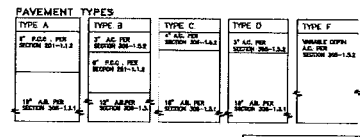
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C.4

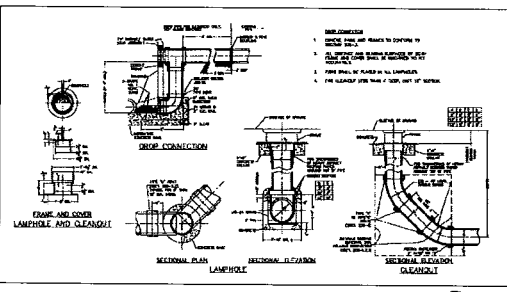


- NOTES**
1. Omit this portion of curb at driveway.
 2. Standard slope except as shown on plan.
 3. Place #4 of processed underlayment base under curb.
- GUTTER AND INTERNAL UNLESS OTHERWISE DIRECTED BY THE ENGINEER

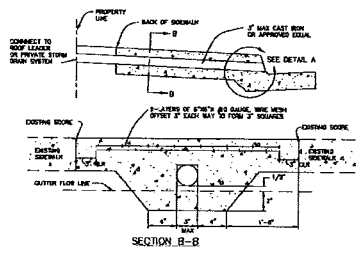
CONCRETE CURB AND GUTTER 1
NOT TO SCALE



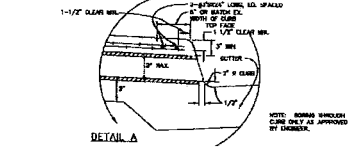
TRENCH DETAIL 2
NOT TO SCALE



LAMP HOLE, CLEANOUT AND DROP CONNECTION 6
NOT TO SCALE

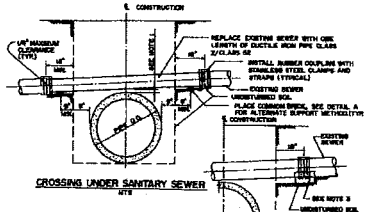


SECTION B-B

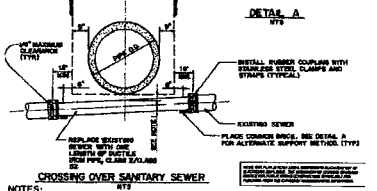


DETAIL A

SIDEWALK UNDERDRAIN 4
NOT TO SCALE



CROSSING UNDER SANITARY SEWER 5
NOT TO SCALE



CROSSING OVER SANITARY SEWER 7
NOT TO SCALE

- NOTES:**
1. PROVIDE MINIMUM CLEARANCE OF 6" IF LESS THAN 6", USE LAYERS OF STRUCTURAL FIBERGLASS REINFORCED POLYMER (FRP) TO THE SATURATION OF THE CHANNEL.
 2. PLACE 60-#4 BOLD CONCRETE SUPPORT UNDER COUPLERS.

SEWER CROSSING DETAIL 4
NOT TO SCALE

Pacific Engineering & Construction, Inc.
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425 880 Street, Suite 100, San Francisco, CA 94102
Phone: (415) 774-0000
www.pacific-engineering.com

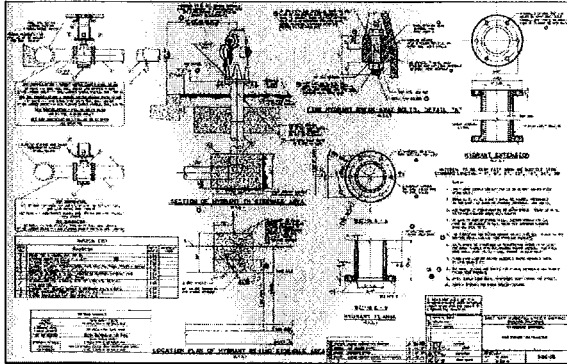


4430 HOWE, LLC & GC CARB, LLC
4428 - 4448 HOWE STREET, OAKLAND, CA 94618
PX PERMIT PLANS - DETAILS
PERMIT NO.: PX1800046

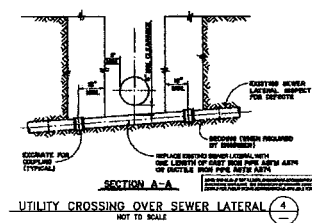
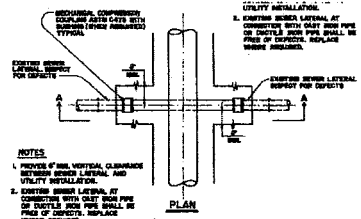
NO.	DATE	BY	DESCRIPTION	SCALE

C.5

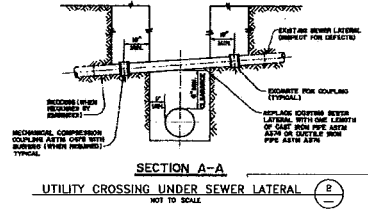
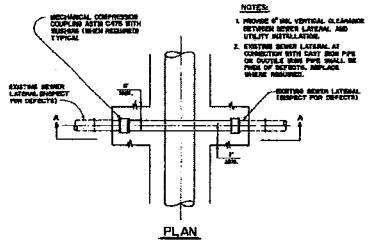




FIRE HYDRANT
NOT TO SCALE

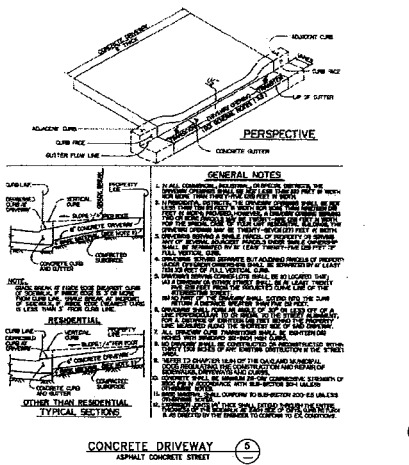


UTILITY CROSSING OVER SEWER LATERAL
NOT TO SCALE



UTILITY CROSSING UNDER SEWER LATERAL
NOT TO SCALE

- NOTES:**
- Excavated material shall not be used to fill voids caused by overexcavation; such voids shall be filled with compacted bedding material. Unless directed by the Engineer, no separate payment will be made for overexcavation.
 - Import backfill material shall conform to Subsection 305-1.31.
 - Aggregate base shall conform to crushed miscellaneous base (Section 220-2.4) or better. The base material must be approved by the Engineer.
 - The streets of Oakland are generally paved with either AC, PCC, or a combination of the two. The existing pavement may differ from the replacement pavement type (A to F) indicated on the plans.
 - Compaction by jacking is not permitted.
 - When flexible pipe (HDPE, etc.) is used, pipe shall be backfilled to the spring line, compacted and bedded based prior to completing initial backfill.
 - The compacted temporary reinforcing shall be a minimum of 2" thick placed on the required base, and shall be removed prior to placing the permanent paving.
 - Backfill testing is required and results shall be approved by the Engineer prior to paving.
 - No longitudinal joints or seams are allowed in pipe lines. If a longitudinal joint is constructed due to the Contractor's work or the requirement, the Contractor shall remove a minimum of 2' of asphalt from the pavement across the entire pipe line using a method approved by the City and then reasphalt the pipe line to the Engineer's satisfaction.
 - During backfill operations, the trench shall be backfilled, compacted, and tested to the spring line of any utilities crossing the trench before proceeding with further backfill.
 - Unless specified otherwise, measurement for payment of additional bedding, imported backfill and temporary paving (when listed as separate pay items) shall be based upon the trench width defined on the plans. The lower trench width for 8" pipe shall be 30".
 - Open and bottom sides of excavation and belows bedding courses with spray application of 30-1 mixture before placing asphalt-concrete pavement section.
 - If the distance to the edge of gutter is less than 3' from one trench edge, the pavement replacement shall extend to the edge of existing gutter.
 - In areas where existing paving consists of rubberized AC, the trench area should be repaved with the equivalent pavement section of rubberized AC. As an alternate, a dense graded AC section equivalent to two-times the thickness of the rubberized AC may be substituted.

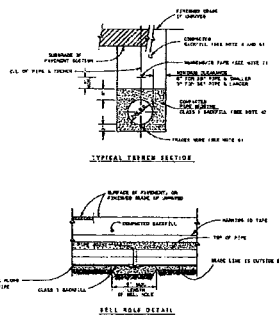


CONCRETE DRIVEWAY
ASPHALT CONCRETE STREET

Pacific Engineering & Construction, Inc.
 Consulting Engineers & Contractors
 4750 MacArthur Blvd., Suite 100, San Francisco, CA 94134
 Phone: (415) 778-1000
 Fax: (415) 778-1001
 www.pacific-engineering.com

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

DESIGNED BY	DATE	SCALE
DRAWN BY	DATE	SCALE
CHECKED BY	DATE	SCALE
APPROVED BY	DATE	SCALE
PROJECT NO.	C.6	



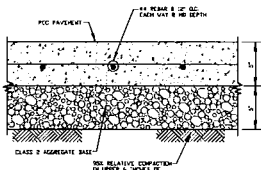
- NOTES:
1. TRENCH TO BE MADE AT LEAST 18" DEEP. SHALL BE MADE AT THE END OF THE LINE AND SHOULD BE MADE AT THE END OF THE LINE.
 2. THE WIDTH OF THE TRENCH AT THE LOCATION OF THE TOP OF THE PIPE SHALL BE:
 3. 1" FOR 12" PIPE - THE EXISTING WIDTH OF THE PIPE PLUS 12" CLEARANCE.
 4. 1" FOR 18" PIPE - THE EXISTING WIDTH OF THE PIPE PLUS 12" CLEARANCE.
 5. 1" FOR 24" PIPE - THE EXISTING WIDTH OF THE PIPE PLUS 12" CLEARANCE.
 6. FOR CONCRETE PIPE, SEE SPECIFICATIONS.
 7. FOR ALL OTHER PIPE, SEE SPECIFICATIONS.
 8. THE TRENCH SHALL BE MADE AT THE END OF THE LINE AND SHOULD BE MADE AT THE END OF THE LINE.
 9. THE TRENCH SHALL BE MADE AT THE END OF THE LINE AND SHOULD BE MADE AT THE END OF THE LINE.
 10. THE TRENCH SHALL BE MADE AT THE END OF THE LINE AND SHOULD BE MADE AT THE END OF THE LINE.

DESIGNED BY: J.A.B. / EAST RAY MUNICIPAL UTILITY DISTRICT / OAKLAND, CALIFORNIA

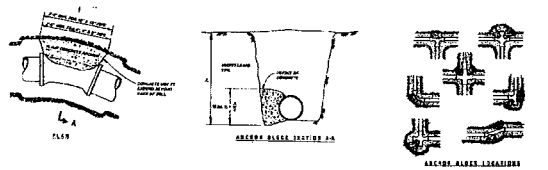
STANDARD DRAWING / PIPE TRENCH EXCAVATION AND BACKFILL

DATE: 08/11/11 / DRAWN BY: J.A.B. / CHECKED BY: J.A.B. / PERMIT NO: 1992-A

EBMD STANDARD PIPE TRENCH EXCAVATION 1 / NOT TO SCALE



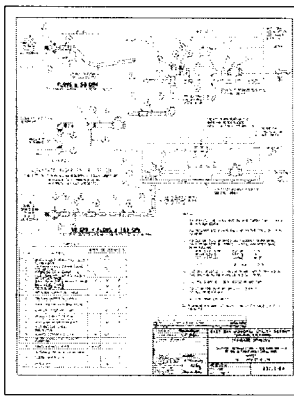
PCC PAVEMENT SECTION 2 / NOT TO SCALE



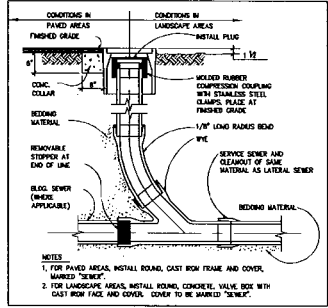
REQUIRED SIZE OF ANCHOR BEARING AREA TO BE FT.

PIPE SIZE	FITTING	SOFT CLAY	ROCKING CLAY	ROCKING CLAY
12"	12"	12"	12"	12"
18"	18"	18"	18"	18"
24"	24"	24"	24"	24"
30"	30"	30"	30"	30"
36"	36"	36"	36"	36"
42"	42"	42"	42"	42"
48"	48"	48"	48"	48"
54"	54"	54"	54"	54"
60"	60"	60"	60"	60"
66"	66"	66"	66"	66"
72"	72"	72"	72"	72"
78"	78"	78"	78"	78"
84"	84"	84"	84"	84"
90"	90"	90"	90"	90"
96"	96"	96"	96"	96"
102"	102"	102"	102"	102"
108"	108"	108"	108"	108"
114"	114"	114"	114"	114"
120"	120"	120"	120"	120"

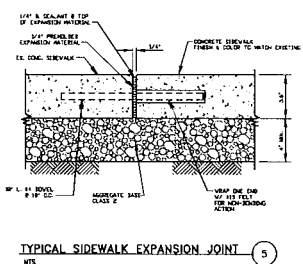
ANCHORAGE FOR HORIZ BENDS 3 / NOT TO SCALE



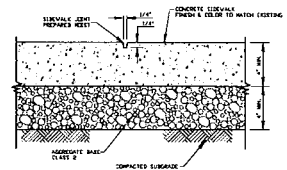
EBMD STANDARD METER INSTALLATION 4 / NOT TO SCALE



EBMD STANDARD METER INSTALLATION 5 / NOT TO SCALE



TYPICAL SIDEWALK EXPANSION JOINT 6



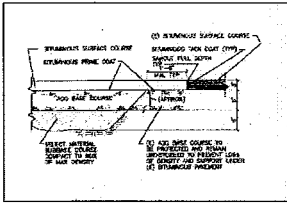
TYPICAL SIDEWALK CONTROL JOINT DETAIL 7

Pacific Engineering & Construction, Inc. / Consulting Engineers & Contractors / 4350 Howe Ave., Oakland, CA 94618 / (510) 438-1100 / www.pacificeng.com

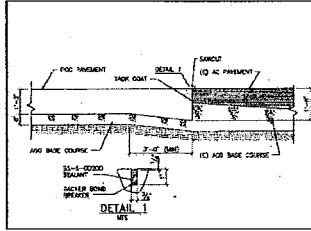
4430 HOWE, LLC & GC CARB, LLC / 4428 - 4448 HOWE STREET, OAKLAND, CA 94618 / PX PERMIT PLANS DETAILS / PERMIT NO. PX1800046

PROJECT: / DRAWN BY: / CHECKED BY: / DATE: / SCALE: C.7

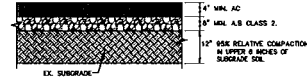
APPROVED: / SEAL: / EXPIRES: /



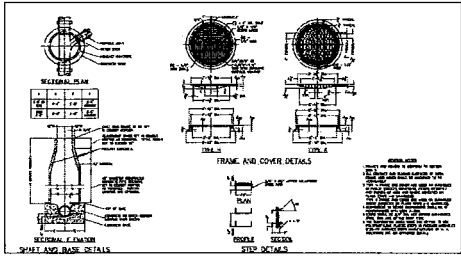
ASPHALT PAVEMENT JOINT DETAIL (1)
MIS



AC-CONCRETE PAVEMENT JOINT (2)
MIS



TYPICAL AC PAVEMENT SECTION (3)
MIS



MANHOLE (4)
MIS

Pacific Engineering & Construction, Inc.
Consulting Engineers & Contractors
470 and 500 Street, Suite 100, San Francisco, CA 94107
Phone: (415) 774-0000
www.pacific-engineering.com

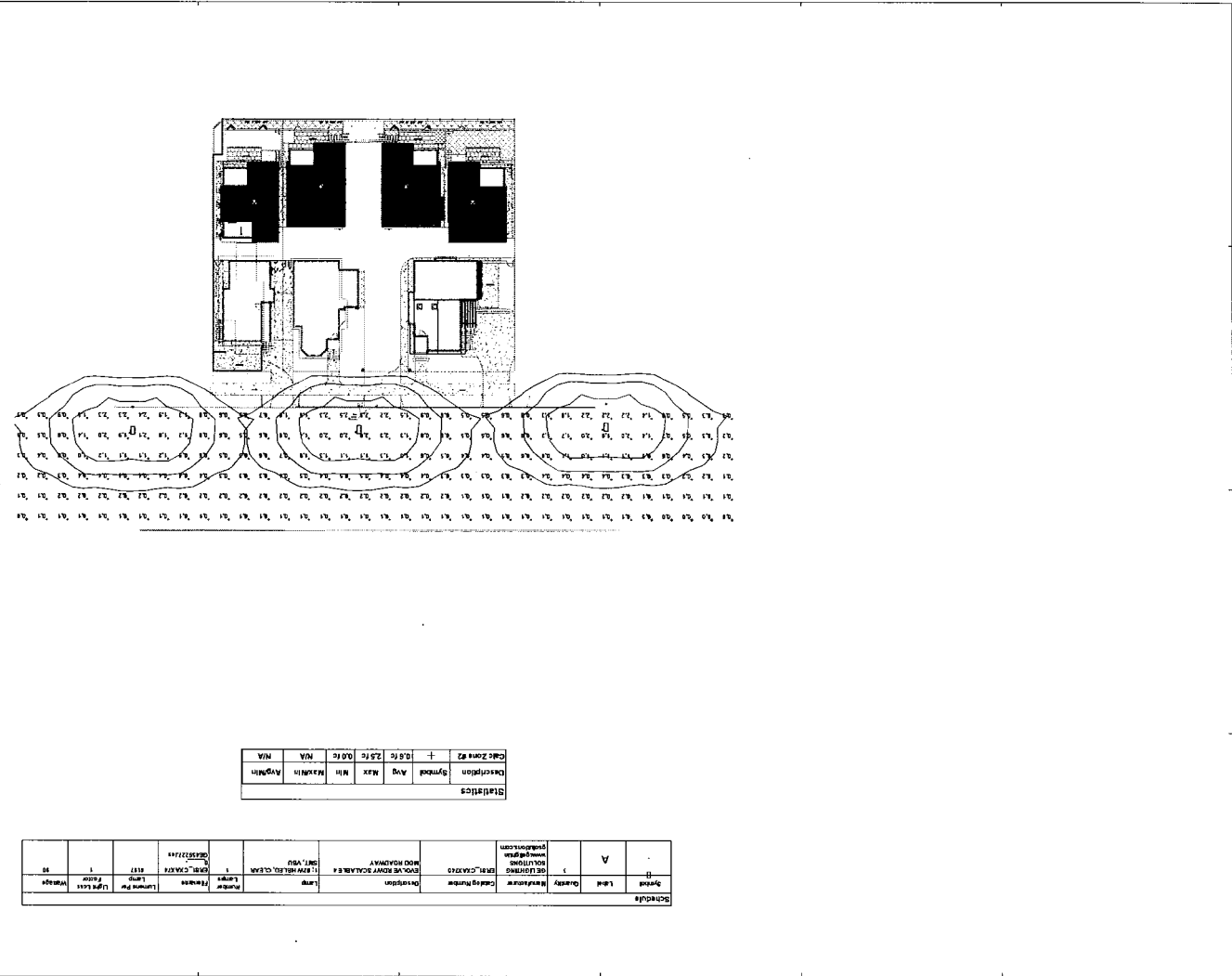


4430 HOWE, LLC & GC CARB, LLC
4428 - 4448 HOWE STREET, OAKLAND, CA 94618
PX PERMIT PLANS DETAILS
PERMIT NO. PX1800046



JOB NUMBER	PROJECT CODE	DATE	SCALE
DESIGNED BY	DRAWN BY	CHECKED BY	DATE
APPROVED BY	DATE	PROJECT NO.	PROJECT CODE
			C.8

NEW DEVELOPMENT HOME AVENUE OAKLAND, CA	
SITE PHOTOMETRICS	
E01P	
SHEET NO.	SCALE:
DATE:	PROJECT:



Statistics	
Description	Symbol
Avg	0.6 fc
Max	2.5 fc
Min	0.0 fc
Max/Min	N/A
Avg/Min	N/A

Symbol	Level	Height	Area	Volume	Weight	Material	Notes
A	1	10.0	1000	10000	10000	Concrete	Foundation
B	2	10.0	1000	10000	10000	Concrete	Foundation
C	3	10.0	1000	10000	10000	Concrete	Foundation
D	4	10.0	1000	10000	10000	Concrete	Foundation
E	5	10.0	1000	10000	10000	Concrete	Foundation
F	6	10.0	1000	10000	10000	Concrete	Foundation
G	7	10.0	1000	10000	10000	Concrete	Foundation
H	8	10.0	1000	10000	10000	Concrete	Foundation
I	9	10.0	1000	10000	10000	Concrete	Foundation
J	10	10.0	1000	10000	10000	Concrete	Foundation
K	11	10.0	1000	10000	10000	Concrete	Foundation
L	12	10.0	1000	10000	10000	Concrete	Foundation
M	13	10.0	1000	10000	10000	Concrete	Foundation
N	14	10.0	1000	10000	10000	Concrete	Foundation
O	15	10.0	1000	10000	10000	Concrete	Foundation
P	16	10.0	1000	10000	10000	Concrete	Foundation
Q	17	10.0	1000	10000	10000	Concrete	Foundation
R	18	10.0	1000	10000	10000	Concrete	Foundation
S	19	10.0	1000	10000	10000	Concrete	Foundation
T	20	10.0	1000	10000	10000	Concrete	Foundation
U	21	10.0	1000	10000	10000	Concrete	Foundation
V	22	10.0	1000	10000	10000	Concrete	Foundation
W	23	10.0	1000	10000	10000	Concrete	Foundation
X	24	10.0	1000	10000	10000	Concrete	Foundation
Y	25	10.0	1000	10000	10000	Concrete	Foundation
Z	26	10.0	1000	10000	10000	Concrete	Foundation
AA	27	10.0	1000	10000	10000	Concrete	Foundation
AB	28	10.0	1000	10000	10000	Concrete	Foundation
AC	29	10.0	1000	10000	10000	Concrete	Foundation
AD	30	10.0	1000	10000	10000	Concrete	Foundation
AE	31	10.0	1000	10000	10000	Concrete	Foundation
AF	32	10.0	1000	10000	10000	Concrete	Foundation
AG	33	10.0	1000	10000	10000	Concrete	Foundation
AH	34	10.0	1000	10000	10000	Concrete	Foundation
AI	35	10.0	1000	10000	10000	Concrete	Foundation
AJ	36	10.0	1000	10000	10000	Concrete	Foundation
AK	37	10.0	1000	10000	10000	Concrete	Foundation
AL	38	10.0	1000	10000	10000	Concrete	Foundation
AM	39	10.0	1000	10000	10000	Concrete	Foundation
AN	40	10.0	1000	10000	10000	Concrete	Foundation
AO	41	10.0	1000	10000	10000	Concrete	Foundation
AP	42	10.0	1000	10000	10000	Concrete	Foundation
AQ	43	10.0	1000	10000	10000	Concrete	Foundation
AR	44	10.0	1000	10000	10000	Concrete	Foundation
AS	45	10.0	1000	10000	10000	Concrete	Foundation
AT	46	10.0	1000	10000	10000	Concrete	Foundation
AU	47	10.0	1000	10000	10000	Concrete	Foundation
AV	48	10.0	1000	10000	10000	Concrete	Foundation
AW	49	10.0	1000	10000	10000	Concrete	Foundation
AX	50	10.0	1000	10000	10000	Concrete	Foundation
AY	51	10.0	1000	10000	10000	Concrete	Foundation
AZ	52	10.0	1000	10000	10000	Concrete	Foundation
BA	53	10.0	1000	10000	10000	Concrete	Foundation
BB	54	10.0	1000	10000	10000	Concrete	Foundation
BC	55	10.0	1000	10000	10000	Concrete	Foundation
BD	56	10.0	1000	10000	10000	Concrete	Foundation
BE	57	10.0	1000	10000	10000	Concrete	Foundation
BF	58	10.0	1000	10000	10000	Concrete	Foundation
BG	59	10.0	1000	10000	10000	Concrete	Foundation
BH	60	10.0	1000	10000	10000	Concrete	Foundation
BI	61	10.0	1000	10000	10000	Concrete	Foundation
BJ	62	10.0	1000	10000	10000	Concrete	Foundation
BK	63	10.0	1000	10000	10000	Concrete	Foundation
BL	64	10.0	1000	10000	10000	Concrete	Foundation
BM	65	10.0	1000	10000	10000	Concrete	Foundation
BN	66	10.0	1000	10000	10000	Concrete	Foundation
BO	67	10.0	1000	10000	10000	Concrete	Foundation
BP	68	10.0	1000	10000	10000	Concrete	Foundation
BQ	69	10.0	1000	10000	10000	Concrete	Foundation
BR	70	10.0	1000	10000	10000	Concrete	Foundation
BS	71	10.0	1000	10000	10000	Concrete	Foundation
BT	72	10.0	1000	10000	10000	Concrete	Foundation
BU	73	10.0	1000	10000	10000	Concrete	Foundation
BV	74	10.0	1000	10000	10000	Concrete	Foundation
BW	75	10.0	1000	10000	10000	Concrete	Foundation
BX	76	10.0	1000	10000	10000	Concrete	Foundation
BY	77	10.0	1000	10000	10000	Concrete	Foundation
BZ	78	10.0	1000	10000	10000	Concrete	Foundation
CA	79	10.0	1000	10000	10000	Concrete	Foundation
CB	80	10.0	1000	10000	10000	Concrete	Foundation
CC	81	10.0	1000	10000	10000	Concrete	Foundation
CD	82	10.0	1000	10000	10000	Concrete	Foundation
CE	83	10.0	1000	10000	10000	Concrete	Foundation
CF	84	10.0	1000	10000	10000	Concrete	Foundation
CG	85	10.0	1000	10000	10000	Concrete	Foundation
CH	86	10.0	1000	10000	10000	Concrete	Foundation
CI	87	10.0	1000	10000	10000	Concrete	Foundation
CJ	88	10.0	1000	10000	10000	Concrete	Foundation
CK	89	10.0	1000	10000	10000	Concrete	Foundation
CL	90	10.0	1000	10000	10000	Concrete	Foundation
CM	91	10.0	1000	10000	10000	Concrete	Foundation
CN	92	10.0	1000	10000	10000	Concrete	Foundation
CO	93	10.0	1000	10000	10000	Concrete	Foundation
CP	94	10.0	1000	10000	10000	Concrete	Foundation
CQ	95	10.0	1000	10000	10000	Concrete	Foundation
CR	96	10.0	1000	10000	10000	Concrete	Foundation
CS	97	10.0	1000	10000	10000	Concrete	Foundation
CT	98	10.0	1000	10000	10000	Concrete	Foundation
CU	99	10.0	1000	10000	10000	Concrete	Foundation
CV	100	10.0	1000	10000	10000	Concrete	Foundation

A New Single Family Residence

Lot 2, 4428 Howe Street
 Mini Lot Development: PLN17095 / TTM8393
 Parties Involved:

- OWNERS:**
 404 Howe & CCC Caballe
 1407 Howe Road Ste. 173
 Fremont, CA 94538
 (925) 244-8888
- ARCHITECT:**
 JARVIS ARCHITECTS
 527 Colma Avenue
 Colma, CA 94014
 jarvis@jarvisarchitects.com
 (415) 544-2335
- SURVEYOR:**
 PAUL CONSULTING INC
 170 Church Avenue
 Colma, CA 94014
 paul@paulconsultinginc.com
 (415) 544-2444

- CIVIL ENGINEER:**
 JARVIS ARCHITECTS
 527 Colma Avenue
 Colma, CA 94014
 jarvis@jarvisarchitects.com
 (415) 544-2335
- STRUCTURAL ENGINEER:**
 V&M ENGINEERING
 405 Lakeside Drive
 Colma, CA 94014
 vnm@vmandm.com
 (415) 544-2335
- SEALS ENGINEER:**
 COLGUSCH ENGINEERING
 3327 New Valley Rd
 Fremont, CA 94538
 (925) 244-8888

REMARKS:
 CONSULTANT
 2401 Mendocino St.
 Pleasant Hill, CA 94523
 (925) 314-8993

GREEN POINT VALLEY:
 Building Energy Compliance Filing
 1000 Park Valley Rd
 Walnut Creek, CA 94597
 (925) 314-8993

General Notes:

- SITE CONDITIONS:**
 The contractor shall verify all existing conditions. The contractor shall be responsible for all utility work. The contractor shall be responsible for all site work. The contractor shall be responsible for all site work.
- PERMIT FEES AND INSURANCE:**
 The contractor shall obtain all permits. The contractor shall provide all insurance. The contractor shall provide all insurance.
- BUILDING CODES:**
 All work shall comply with all applicable codes. The contractor shall comply with all applicable codes.
- AS-BUILT DRAWINGS:**
 The contractor shall provide as-built drawings. The contractor shall provide as-built drawings.
- MANUFACTURER'S INSTRUCTIONS:**
 The contractor shall follow all manufacturer's instructions. The contractor shall follow all manufacturer's instructions.

Project Information:

BUILDING CODES:
 2018 California Building Code
 2018 California Building Code
 2018 California Building Code
 2018 California Building Code

BUILDING INFORMATION:
 100 (fire-rated construction)
 100 (fire-rated construction)
 100 (fire-rated construction)

Scope of Work:
 The contractor shall complete all work. The contractor shall complete all work.

PROJECT & LOT INFORMATION:
 ADDRESS: 4428 HOWE ST
 4428 HOWE ST

DEFERRED SUBMITTALS:
 Submit all materials and samples for review and approval.

ITEM	DESCRIPTION	STATUS
1	CONCRETE	APPROVED
2	PAINT	APPROVED
3	ROOFING	APPROVED
4	MECHANICAL	APPROVED
5	ELECTRICAL	APPROVED
6	PLUMBING	APPROVED
7	PAINT	APPROVED
8	CONCRETE	APPROVED
9	MECHANICAL	APPROVED
10	ELECTRICAL	APPROVED
11	PLUMBING	APPROVED
12	PAINT	APPROVED

ADDITIONAL NOTES:
 1. All work shall comply with all applicable codes.
 2. The contractor shall provide all insurance.
 3. The contractor shall provide all insurance.

Sheet Index

1. Cover / Site / Roof Plan
2. Conditions of Approval
3. Conditions of Approval
4. Conditions of Approval
5. Conditions of Approval
6. Conditions of Approval
7. Conditions of Approval
8. Conditions of Approval
9. Conditions of Approval
10. Conditions of Approval
11. Conditions of Approval
12. Conditions of Approval
13. Conditions of Approval
14. Conditions of Approval
15. Conditions of Approval
16. Conditions of Approval
17. Conditions of Approval
18. Conditions of Approval
19. Conditions of Approval
20. Conditions of Approval

DEFERRED SUBMITTALS:
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1	CONCRETE	APPROVED
2	PAINT	APPROVED
3	ROOFING	APPROVED
4	MECHANICAL	APPROVED
5	ELECTRICAL	APPROVED
6	PLUMBING	APPROVED
7	PAINT	APPROVED
8	CONCRETE	APPROVED
9	MECHANICAL	APPROVED
10	ELECTRICAL	APPROVED
11	PLUMBING	APPROVED
12	PAINT	APPROVED

Site / Roof Plan

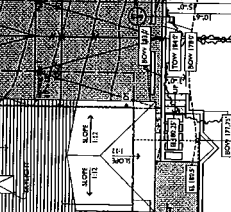
DEFERRED SUBMITTALS:
 Submit all materials and samples for review and approval.

ADDITIONAL NOTES:
 1. All work shall comply with all applicable codes.
 2. The contractor shall provide all insurance.
 3. The contractor shall provide all insurance.

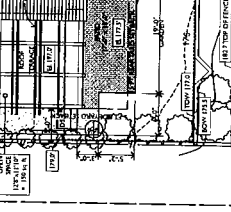
DEFERRED SUBMITTALS:
 Submit all materials and samples for review and approval.

ITEM	DESCRIPTION	STATUS
1	CONCRETE	APPROVED
2	PAINT	APPROVED
3	ROOFING	APPROVED
4	MECHANICAL	APPROVED
5	ELECTRICAL	APPROVED
6	PLUMBING	APPROVED
7	PAINT	APPROVED
8	CONCRETE	APPROVED
9	MECHANICAL	APPROVED
10	ELECTRICAL	APPROVED
11	PLUMBING	APPROVED
12	PAINT	APPROVED

Parcel Map



Site Diagram



JARVIS ARCHITECTS
 527 Colma Avenue
 Colma, CA 94014
 (415) 544-2335
 jarvis@jarvisarchitects.com

Project: 4428 Howe St
 Date: 10/20/2023
 Scale: 1/8" = 1'-0"

Cover / Site & Roof Plan

Sheet: 1 of 1595

GENERAL NOTES:

1. The contractor shall verify all existing conditions.
2. The contractor shall be responsible for all utility work.
3. The contractor shall be responsible for all site work.
4. The contractor shall be responsible for all site work.

ADDITIONAL NOTES:

1. All work shall comply with all applicable codes.
2. The contractor shall provide all insurance.
3. The contractor shall provide all insurance.

DEFERRED SUBMITTALS:

Submit all materials and samples for review and approval.

ITEM	DESCRIPTION	STATUS
1	CONCRETE	APPROVED
2	PAINT	APPROVED
3	ROOFING	APPROVED
4	MECHANICAL	APPROVED
5	ELECTRICAL	APPROVED
6	PLUMBING	APPROVED
7	PAINT	APPROVED
8	CONCRETE	APPROVED
9	MECHANICAL	APPROVED
10	ELECTRICAL	APPROVED
11	PLUMBING	APPROVED
12	PAINT	APPROVED

DEFERRED SUBMITTALS:

Submit all materials and samples for review and approval.

ITEM	DESCRIPTION	STATUS
1	CONCRETE	APPROVED
2	PAINT	APPROVED
3	ROOFING	APPROVED
4	MECHANICAL	APPROVED
5	ELECTRICAL	APPROVED
6	PLUMBING	APPROVED
7	PAINT	APPROVED
8	CONCRETE	APPROVED
9	MECHANICAL	APPROVED
10	ELECTRICAL	APPROVED
11	PLUMBING	APPROVED
12	PAINT	APPROVED

DEFERRED SUBMITTALS:

Submit all materials and samples for review and approval.

ITEM	DESCRIPTION	STATUS
1	CONCRETE	APPROVED
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3	ROOFING	APPROVED
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5	ELECTRICAL	APPROVED
6	PLUMBING	APPROVED
7	PAINT	APPROVED
8	CONCRETE	APPROVED
9	MECHANICAL	APPROVED
10	ELECTRICAL	APPROVED
11	PLUMBING	APPROVED
12	PAINT	APPROVED

NOTIFY U.S.A.
 48 HOURS PRIOR TO TRENCHING
 CALL BILL
 DATE: _____
 TICKET # _____

PROJECT CONDITIONS STAMP
 (Type) of Work: New Building Project Maintenance & Construction
 PROJECT CONDITION: AS-BUILT OTHER
 (Check additional information on the back)
 DATE: _____

WELDING INSPECTED PER PAGE
 GAS MANUAL TO-4160A
 INSPECTOR: _____
 DATE: _____

Qualified Employee
 Date: _____
 Certified Inspector's Signature (Required for the project)
 All Corrosion Levels Satisfactory TO-4161S
 and noted on Drawing
 Installation Tested or Inspected

TECHNICAL REQUIREMENTS
 PRIOR TO STARTING JOB, CONSULT AREA
 CORROSION MECHANIC FOR CORROSION PRO-

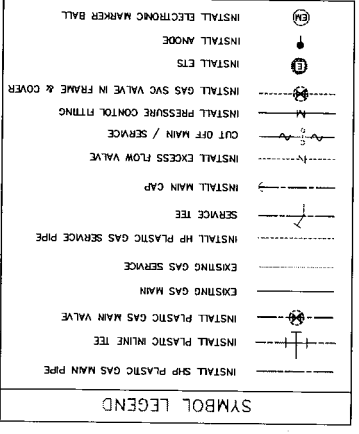
INSTALL DIRECT BURIAL PLASTIC GAS MAIN &
 SERVICE PIPES PER DESIGN SPECIFICATIONS
 AND DESIGN STANDARDS MANUAL A-901 & A-912 FOR TYPICAL PLASTIC GAS MAIN AND
 SERVICE INSTALLATION.

CONTRACTOR CONSTRUCTION REFERENCES:

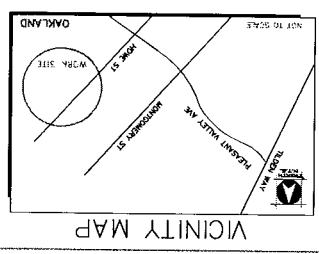
1. REFER TO GAS DESIGN STANDARDS MANUAL A-90 & A-91 FOR TYPICAL DIRECT BURIAL PLASTIC GAS MAIN AND SERVICE INSTALLATION.
2. REFER TO GAS DESIGN STANDARDS MANUAL A-901 & A-912 FOR TYPICAL PLASTIC GAS MAIN AND SERVICE INSTALLATION.
3. REFER TO GAS DESIGN STANDARDS MANUAL A-902 & A-903 & A-913 & A-914 FOR TYPICAL PLASTIC GAS MAIN AND SERVICE INSTALLATION.
4. REFER TO GAS DESIGN STANDARDS MANUAL A-913 & A-914 FOR TYPICAL GAS SERVICE RISER INSTALLATION.
5. REFER TO GAS DESIGN STANDARDS MANUAL A-913 & A-914 FOR TYPICAL GAS SERVICE RISER INSTALLATION.
6. PACKING GAS AND ELECTRIC TO PERFORM ALL HOT TAPS AND PURGING OF GAS PIPING PER GAS DESIGN STANDARDS MANUAL A-90.
7. CONTRACTOR IS RESPONSIBLE FOR CROSSING EXISTING WATER, SEWER AND STORM DRAIN LINES, EITHER UNDER OR OVER, AS REQUIRED TO MEET CODES AND CLEARANCE REQUIREMENTS FOR ANY TRENCH STANDARD 5453, GAS DESIGN STANDARDS MANUAL A-90 AND GAS PLASTIC VALVE A-90.
8. THE LOCATION OF ALL EXISTING OR NEWLY INSTALLED WATER, SEWER AND STORM DRAIN OR OTHER LINES SHALL BE DETERMINED BY THE CONTRACTOR. THE CONTRACTOR SHALL NOT RELY ON POLE TO LOCATE FACILITIES. (POLE WILL LOCATE POLE FACILITIES UPON PROPER USA NOTIFICATION). CALL USA AT 911.
9. THE CONTRACTOR WILL BE REQUIRED TO REMOVE AND REPLACE TRENCH SPALL WITH 100% SELECT ACCORDANCE WITH ANY LOCAL, CITY, COUNTY OR STATE REQUIREMENTS.
10. THE CONTRACTOR WILL BE REQUIRED TO PLACE TEMPORARY AND/OR PERMANENT PAVING IN ACCORDANCE WITH ANY LOCAL, CITY, COUNTY OR STATE REQUIREMENTS.

1. Estimating to complete: 1850
 Year Pipe Installed: 1850
 Historical Results: Contains Absestos? Yes No
 2. Field (Sample) to complete: LAN ID: _____
 Date Sampled: _____
 3. Mapping to complete: LAN ID: _____
 Absestos Result: Yes No (ND)

Plastic Pipe Data	Plastic Pipe Data	Plastic Pipe Data
TEST AT 100-110 PSI FOR MINIMUM OF 5 MIN	TEST AT 100-110 PSI FOR MINIMUM OF 5 MIN	TEST AT 100-110 PSI FOR MINIMUM OF 5 MIN
Pressure	Pressure	Pressure
Duration	Duration	Duration
Initials	Initials	Initials
Date of Test	Date of Test	Date of Test
Portage and Size	Portage and Size	Portage and Size
SDR/Wall Thickness	SDR/Wall Thickness	SDR/Wall Thickness
Pipe Manufacture	Pipe Manufacture	Pipe Manufacture
Date Manufacture	Date Manufacture	Date Manufacture
PE 2406/2708	PE 2406/2708	PE 2406/2708
OTHER PE	OTHER PE	OTHER PE
Portage and Size	Portage and Size	Portage and Size
SDR/Wall Thickness	SDR/Wall Thickness	SDR/Wall Thickness
Pipe Manufacture	Pipe Manufacture	Pipe Manufacture
Date Manufacture	Date Manufacture	Date Manufacture
PE 2406/2708	PE 2406/2708	PE 2406/2708
OTHER PE	OTHER PE	OTHER PE
Portage and Size	Portage and Size	Portage and Size
SDR/Wall Thickness	SDR/Wall Thickness	SDR/Wall Thickness
Pipe Manufacture	Pipe Manufacture	Pipe Manufacture
Date Manufacture	Date Manufacture	Date Manufacture
PE 2406/2708	PE 2406/2708	PE 2406/2708
OTHER PE	OTHER PE	OTHER PE



- MATERIAL
- (1) FRAME COVER "ETS" - M04347
 - (2) FRAME COVER "VALVE" - M04309
 - (3) VALVE & ETS FRAME/BODY - M04371
 - (4) 3/4" NPT GAS RISER - M01505
 - (5) 1" CONSTAT COMPUNG - M02101
 - (6) 1" CONSTAT COMPUNG - M02101
 - (7) 1" CONSTAT COMPUNG - M02101
 - (8) 1" PL SERVICE TIE (SEE GSR FOR DETAILS)
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 - (100) 1" PL SERVICE TIE (SEE GSR FOR DETAILS)



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

EST: B ANDERSON
 AGC: B ANDERSON
 SUPER: W CARROLL
 REPR: C WARDEN
 PLNR: B LUI
 SCALE: N.T.S.
 DATE: 4/17/2011

ENGINEERING AND PLANNING DEPT.
 4801 OAKROPER ST.
 OAKLAND, CA.
 PHONE #510-437-2020
 FAX #510-437-2144
 PACIFIC GAS AND ELECTRIC COMPANY

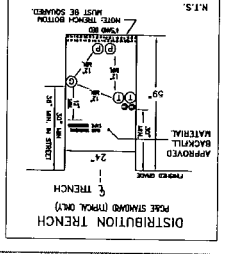
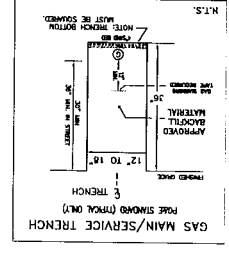
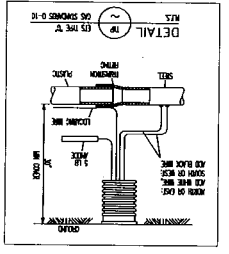
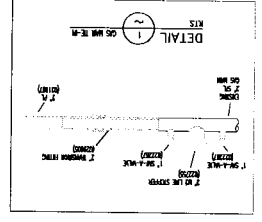
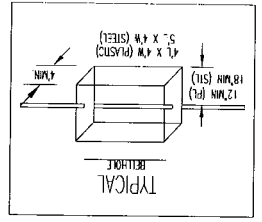
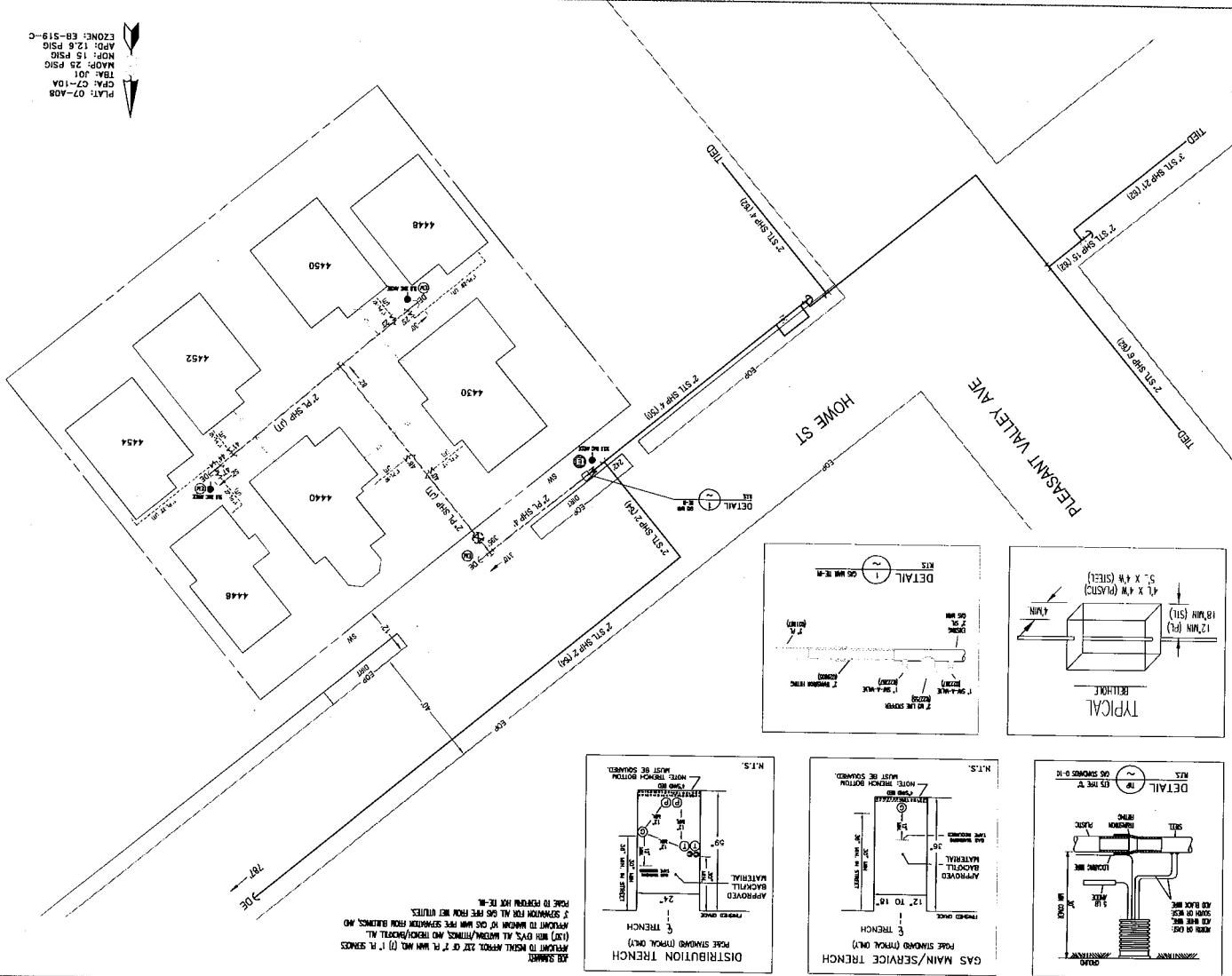
FOR: _____
 SIZE: _____
 NUMBER: 11972003
 DRAWING: _____
 SHEET: 1 OF 2
 SHEETS: _____
 REV: _____
 0

SHEET 1 - COVER SHEET
 SHEET 2 - STREET SECTIONS & DETAILS

SHEET INDEX

PLAT: 07-408
 CFA: 07-10A
 TRK: 101
 MAOR: 25 PSIG
 APO: 12.5 PSIG
 EZONE: 88-519-C

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



SEE SUMMARY
 AFFORD TO INSTALL APPROX. 22' OF 2" P.W.M. (7) 1" SIZES
 (10) 1/2" DIA. AT WELDS/JUNCTIONS AND TRENCH/VENTIL. ALL
 APPROX. TO WELDS AT WELDS/JUNCTIONS AND TRENCH/VENTIL. ALL
 2" SIZES FOR ALL GAS PIPE FROM ALL UTILITIES.
 PIPE TO PROPERTY ARE 10" DIA.
 N.T.S.

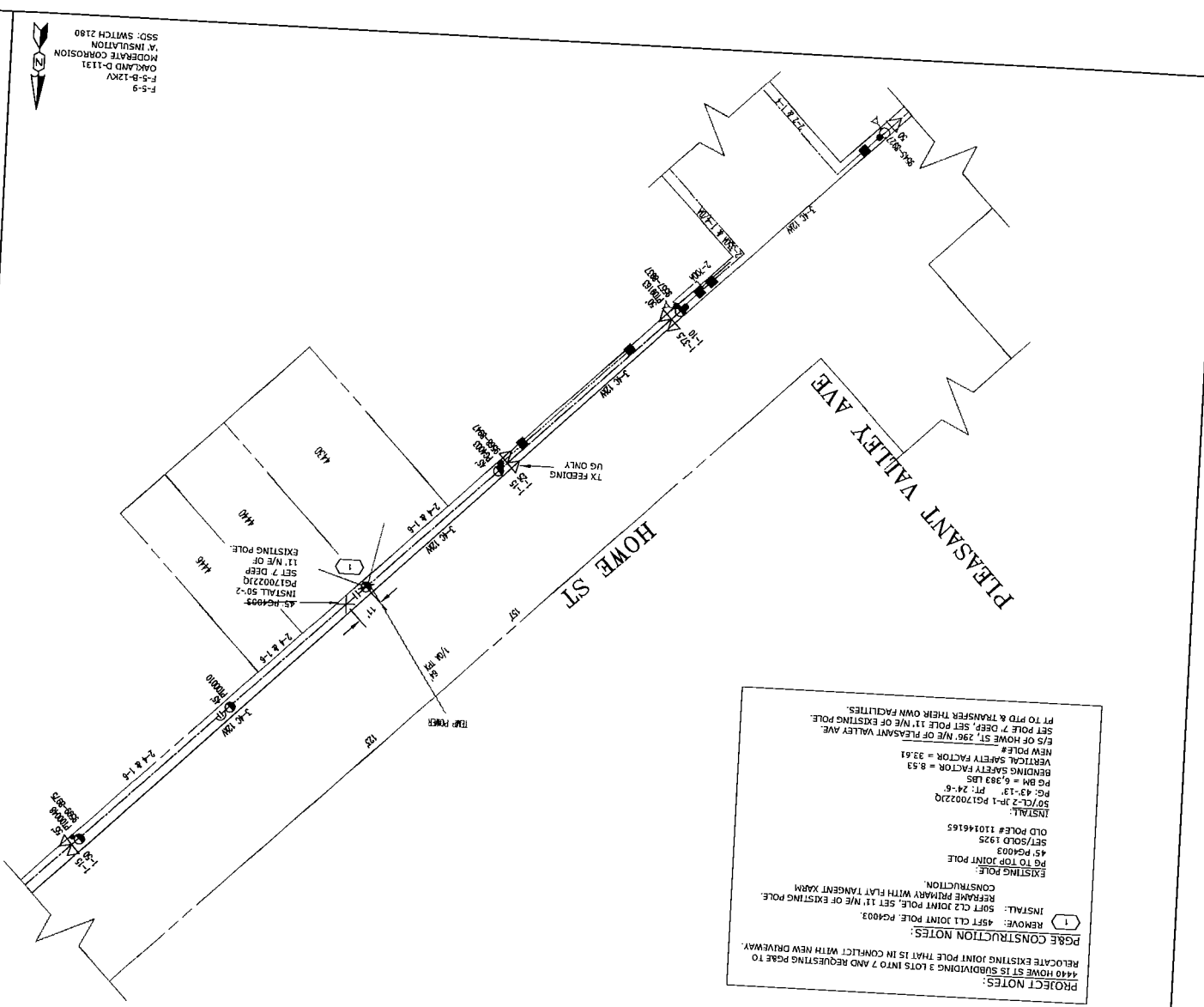
EST: B. ANDERSON
 ADP: B. ANDERSON
 SUPPL: W. CLARK
 REP: C. WARDEN
 SCALE: 1/4" = 1'-0"
 DATE: 3/20/2017

ENGINEERING AND PLANNING DEPT.
 4801 OAKPORT ST
 OAKLAND, CA.
 PHONE: #510-437-2020 FAX: #510-437-2144
 PACIFIC GAS AND ELECTRIC COMPANY

CD: _____
 SD: _____
 DATE: 11/29/2003
 SHEETS: 2 OF 2
 REV: _____
 P#: 31289116
 0

PROJECT NOTES:
 4440 HOWE ST IS SUBDIVIDING 3 LOTS INTO 7 AND REQUESTING PG&E TO RELOCATE EXISTING JOINT POLE THAT IS IN CONFLICT WITH NEW DRIVEWAY.

PG&E CONSTRUCTION NOTES:
 1 REMOVE: 45FT CL1 JOINT POLE, SET 11' N/E OF EXISTING POLE.
 1 INSTALL: 50FT CL2 JOINT POLE, SET 11' N/E OF EXISTING POLE.
 REFRAME PRIMARY WITH FLAT TANGENT XARM.
 CONSTRUCTION.
 EXISTING POLE:
 PG TO TOP JOINT POLE
 45' PG4003
 SET/SOLD 1925
 OLD POLE# 110146165
 INSTALL:
 50' CL2-JP-1 PG17002210
 PG 43-12' PR. 24'-6"
 PG BM = 0.983 LBS
 BENDING SAFETY FACTOR = 8.53
 VERTICAL SAFETY FACTOR = 33.61
 NEW POLE#:
 E/S OF HOWE ST, 296' N/E OF PLEASANT VALLEY AVE.
 SET POLE 7' DEEP, SET POLE 11' N/E OF EXISTING POLE.
 PT TO PTD & TRANSFER THEIR OWN FACILITIES.



F-5-9
 F-5-B-12KV
 OAKLAND D-1131
 MODERATE CORROSION
 A. INSULATION
 950: SWITCH 2180

CONSTRUCTION SKETCH
 WFO: RELOCATE 45' POLE
 4440 HOWE ST, OAKLAND
 SITE CONTACT: KATIE STROM, 925-247-8171

PROJECT NUMBER: 12	W	INDUCED AREA: 3
DATE: 04-17-2017	04-17-2017	04-17-2017
SCALE: 1/8" = 1'-0"	1/8" = 1'-0"	1/8" = 1'-0"
DESIGNER: KATIE STROM	PROJECT ZONE: NO	INSULATION: 950
CHECKER: KATIE STROM	INSULATION: 950	INSULATION: 950
DATE: 04-17-2017	DATE: 04-17-2017	DATE: 04-17-2017

ENGINEERING AND PLANNING DEPT.
 4801 OAKPORT STREET
 OAKLAND, CA 94601

PROJECT NUMBER: 12	W	INDUCED AREA: 3
DATE: 04-17-2017	04-17-2017	04-17-2017
SCALE: 1/8" = 1'-0"	1/8" = 1'-0"	1/8" = 1'-0"
DESIGNER: KATIE STROM	PROJECT ZONE: NO	INSULATION: 950
CHECKER: KATIE STROM	INSULATION: 950	INSULATION: 950
DATE: 04-17-2017	DATE: 04-17-2017	DATE: 04-17-2017