


Office of the City Attorney

2025 MAR 28 PM 12:30

FILED
CITY CLERK
OAKLAND CITY COUNCIL
RESOLUTION NO. 90686 C.M.S.

RESOLUTION AUTHORIZING THE CITY ADMINISTRATOR TO ENTER INTO THE FIRST AMENDMENT OF THE PHASE I SUBDIVISION IMPROVEMENT AGREEMENT (SIA) BETWEEN THE CITY OF OAKLAND AND OAK KNOLL VENTURE ACQUISITION, LLC TO RELEASE "PARCEL R" AS SHOWN ON THE FINAL MAP NO. 8320 AND TERMINATE THE SIA WITH RESPECT TO PARCEL R; AMENDING CONDITION OF APPROVAL #24(e) OF PRELIMINARY DEVELOPMENT PLAN (PDP) PERMIT (PLN 15378) TO MODIFY THE DEADLINE FOR THE COMPLETION OF THE RESTORATION OF CLUB KNOLL; AND MAKING APPROPRIATE CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA) FINDINGS

WHEREAS, Oak Knoll Venture Acquisition, LLC, a Delaware limited liability company ("Subdivider"), is the Subdivider of the property at 8750 Mountain Boulevard, which is identified by: (1) the Alameda County Assessor as APN 043A-4675-003-23, (2) the Alameda County Clerk-Recorder as Tract No. 8320, and (3) the City of Oakland as 8750 Mountain Boulevard; and

WHEREAS, on October 5, 2022, the Subdivider and the City of Oakland, a California municipal corporation ("City"), entered into a Subdivision Improvement Agreement ("SIA") for Deferred Construction of Public Infrastructure Improvements recorded in the Official Records of Alameda County as Series No. 2022179313 for Oak Knoll Phase One related to Tract Map No. 8320, filed 10/31/2022 in Book 369 of Maps, page 8 through 16, inclusive, in the Alameda County Official Records; and

WHEREAS, the Subdivider obtained construction permit PX1700067 for the public infrastructure work required by the SIA and provided surety in the form of a Performance Bond in the amount of \$8,195,050 and Labor and Materials Bond in the amount of \$4,097,525; and

WHEREAS, the Subdivider is constructing the public improvements as required by the SIA; and

WHEREAS, the Subdivider has petitioned the City to amend the SIA substantially in the form ("First Amendment") attached hereto as **Exhibit A** and incorporated hereinto:

- Release Parcel R from the SIA,
- Terminate the SIA with respect to Parcel R only, and

- Remove and release the SIA as an encumbrance against Parcel R.

WHEREAS, the Subdivider has also petitioned the City to amend the condition of approval #24(e) of Preliminary Development Plan ("PDP") permit (PLN 15378) to modify the deadline for the completion of the restoration of Club Knoll; and

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

RESOLVED: That the City Administrator is hereby authorized to enter into the First Amendment of the SIA; and be it

FURTHER RESOLVED: That the City Engineer is authorized to cause the fully executed First Amendment to be filed for recordation by the Alameda County Clerk-Recorder; and be it

FURTHER RESOLVED: The amendment to Condition of Approval #24(e) of the PDP Permit (PLN 15378), modifying the deadline for the completion of the restoration of Club Knoll, is hereby approved; and be it

FURTHER RESOLVED: the last sentence of Condition of Approval #24(e) of PDP Permit (PLN 15378) be amended as follows (deletion of text indicated by ~~strikeout~~):

~~"Prior to issuance of any building permits for Phases 2 or 3, or within 2 years from the issuance of the Oak Knoll demolition permit for relocation, whichever comes first,~~
Developer shall complete (via City issuance of a certificate of occupancy) restoration of Club Knoll."; and be it

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

FURTHER RESOLVED: That the Council finds and determines that the project is exempt from CEQA pursuant to CEQA Guidelines sections 15061(b)(3) (no significant effect on the environment), 15183 (projects consistent with a community plan, general plan or zoning) and 15332 (infill development projects), each as a separate and independent basis and when viewed collectively as an overall basis for CEQA clearance; and be it

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

IN COUNCIL, OAKLAND, CALIFORNIA,

APR 14 2025

PASSED BY THE FOLLOWING VOTE:

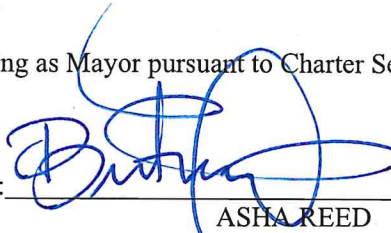
AYES - BROWN, FIFE, HOUSTON, KAPLAN, RAMACHANDRAN, UNGER, AND
PRESIDENT PRO TEMPORE GALLO -7

NOES -0

ABSENT - COUNCIL PRESIDENT JENKINS (serving as Mayor pursuant to Charter Section 303)

ABSTENTION -0

ATTEST:



ASHA REED

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

Exhibit A, Final Tract Map No. 8320.

Exhibit B, Subdivision Improvement Agreement.

EXHIBIT A

SHEET 1 OF 5

TRACT 8320

SHEET 2 OF 5

PHASE 1

BORDER NOTES:

HELD PLACES FROM PAPERS FOR LATE ONE LOCATED ON THE NORTH END OF ROSSER BARTOLIUM STREET (AS SHOWN ON PARCEL MAP 6028 (204 M 63-621) (J) AND PARCEL MAP 6071 (J) ON THE SOUTHEAST CORNER OF PARCEL MAP 6027 (204 M 63-63), ALSO BEING THE SOUTHWEST CORNER OF PARCEL "Y" OF CHURCH ROAD (AS SHOWN ON 57) WHICH IS THE PROSUDING BLUES OF IN 6723, ALSO BEING THE NORTHEAST CORNER OF PARCEL "Y" OF 340 AND CHURCH ROAD (AS SHOWN IN 31), ALSO BEING THE SOUTHWEST CORNER OF 340

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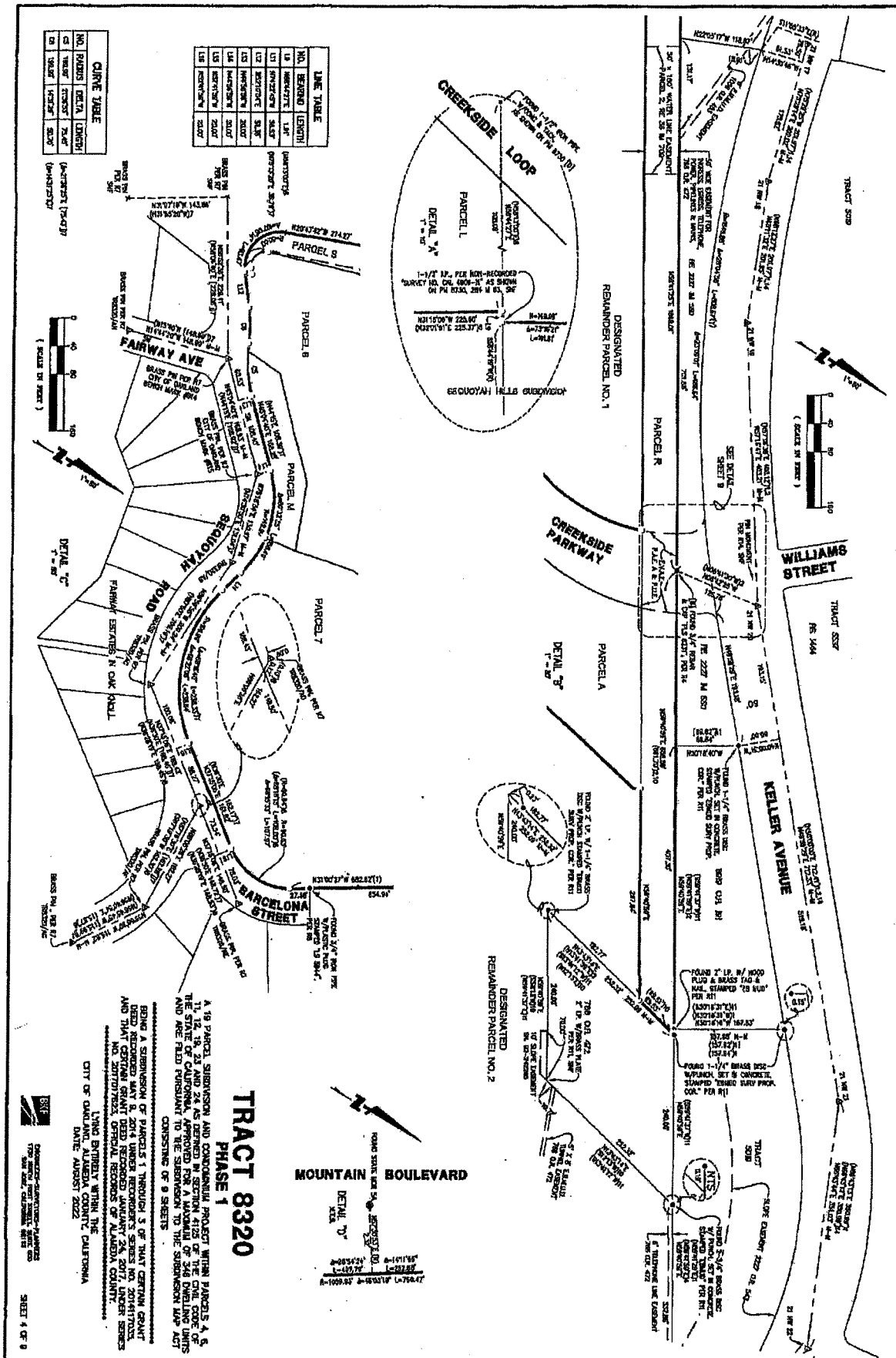
| LINE TABLE | |
|------------|----------------|
| NO. | BEARING LENGTH |
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| L4 | 87754317 50.85 |
| L5 | 84753937 22.05 |
| L8 | 54273947 51.05 |
| L7 | 84753937 22.05 |
| L8 | 84273947 50.77 |
| L9 | 8634477 1.97 |
| L20 | 43753957 22.87 |

LEAD

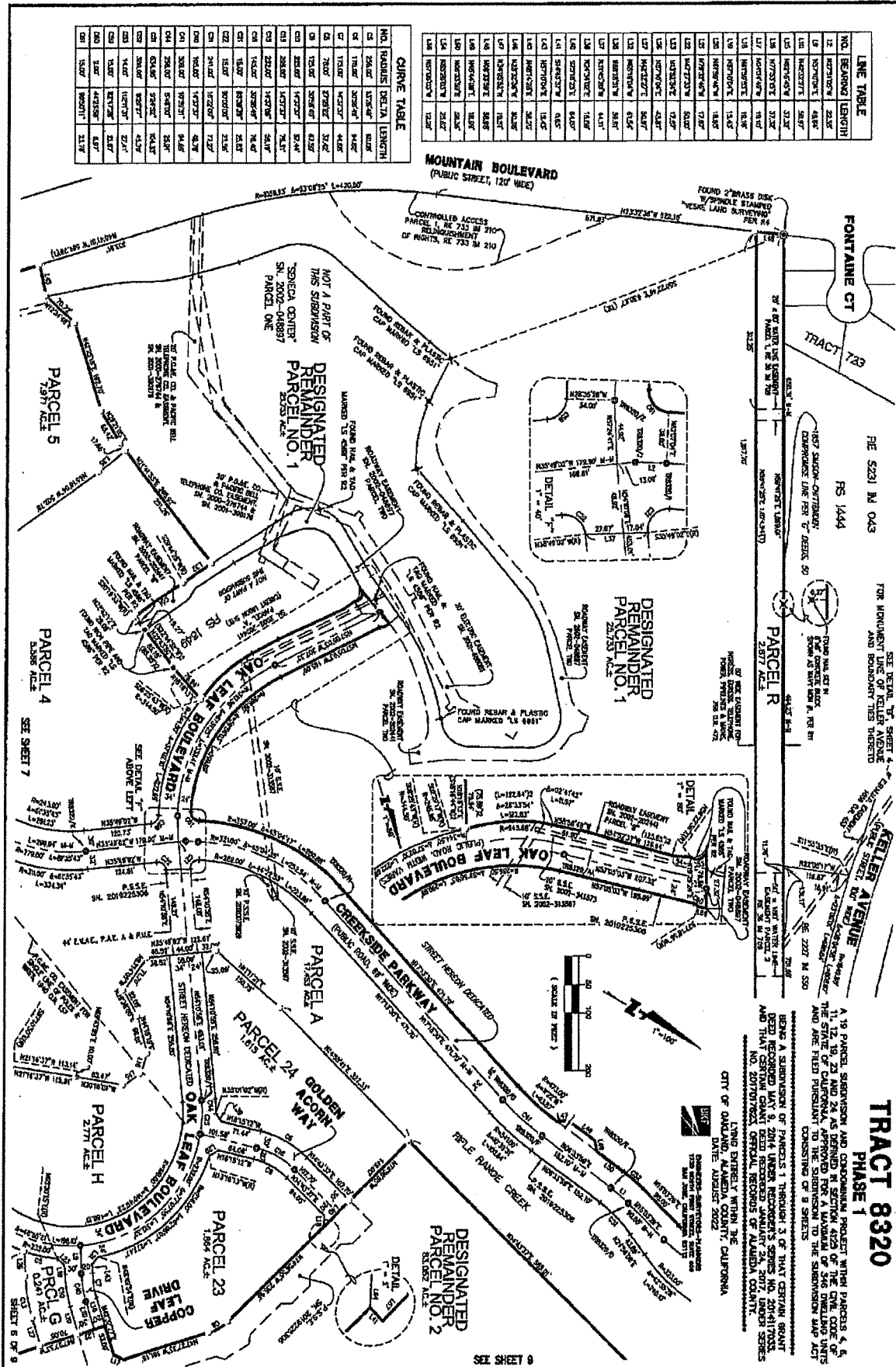
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QUESTIONS







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ALAMEDA COUNTY RECORDERS OFFICE
1106 MADISON STREET
OAKLAND, CA. 94607

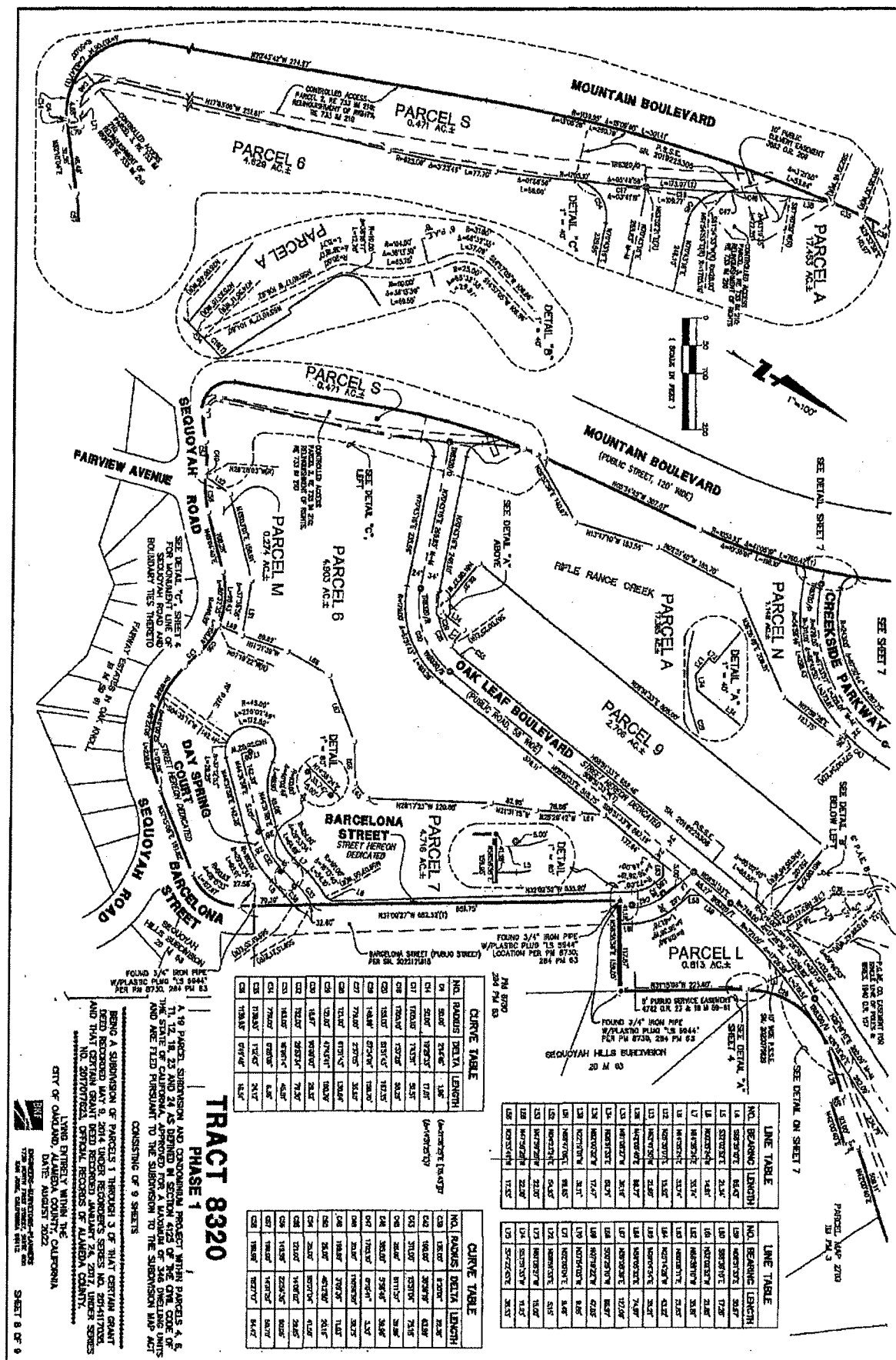
1.15 PARCELS, SUBDIVISION AND COMMERCIAL PROJECT WITHIN PARCELS 3, 4, 5, 11, 12, 13, 23 AND 24 AS SHOWN IN SECTION 4125 OF THE CIVIL CODE OF THE STATE OF CALIFORNIA, APPLICABLE FOR A MAXIMUM OF 346 DWELLING UNITS AND ARE FILED PURSUANT TO THE SUBDIVISION MAP ACT CONSISTING OF 9 SHEETS

BEING A SUBDIVISION OF PARCELS 1 THROUGH 3 OF THAT CERTAIN GRANT DEED RECORDED MAY 8, 2014 UNDER RECORDER'S SERIES NO. 2014-017473, EXTENDED TO PARCELS 1, 2, 3, 4, 5, 11, 12, 13, 23 AND 24 UNDER SERIES NO. 2017-017624, OFFICIAL RECORDS OF ALAMEDA COUNTY.

LYNN ECKHART & WIRTH, THE
CITY OF OAKLAND, ALAMEDA COUNTY, CALIFORNIA
DATE: AUGUST 2022

DRP

2025 APR 11 AM 10:02 REC'D - ALAMEDA
17000 400TH AVE SUITE 200
FREMONT, CA 94538



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ALAMEDA COUNTY RECORDERS OFFICE
1106 MADISON STREET
OAKLAND, CA 94607

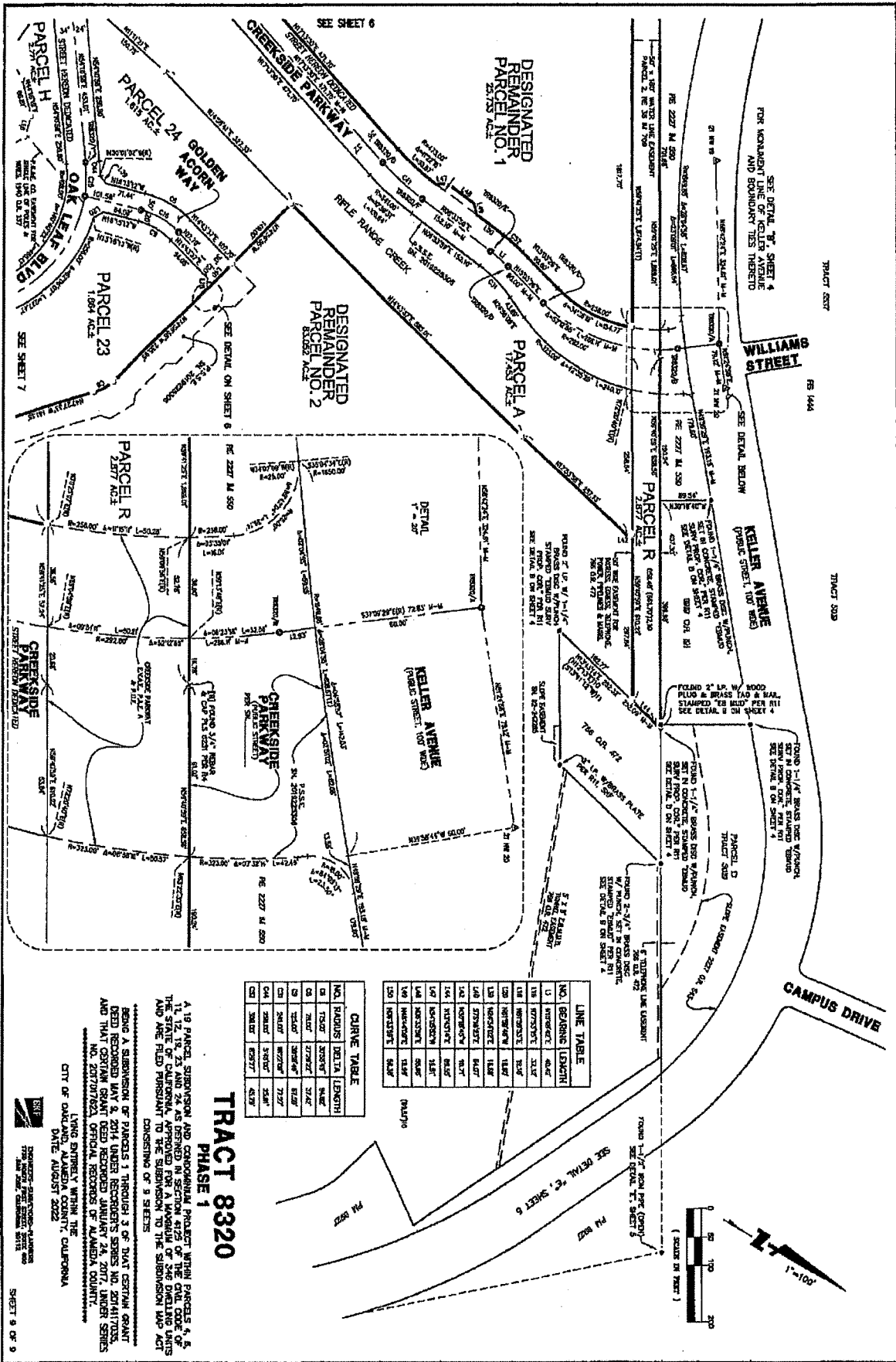


EXHIBIT B

**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.

2022179313

10/31/2022 01:50 PM

57 PGS

OFFICIAL RECORDS OF ALAMEDA COUNTY
MELISSA WILK, CLERK-RECORDER
RECORDING FEES: \$0.00



SPACE ABOVE FOR RECORDER'S USE

SUBDIVISION IMPROVEMENT AGREEMENT

Deferred Construction of Public Infrastructure Improvements

8750 Mountain Boulevard

Final Map No. 8320 (Phase 1)

This SUBDIVISION IMPROVEMENT AGREEMENT ("Agreement"), dated October 5, 2022 ("Effective Date"), is entered into by and between the City of Oakland, a California municipal corporation ("CITY"), and Oak Knoll Venture Acquisition, L.L.C., a California limited liability company ("SUBDIVIDER"), collectively the "Parties," with reference to the following facts and circumstances:

RECITALS

A. The SUBDIVIDER has presented a Final Map for Phase 1 of the development to the City, identified as Final Map No. 8320 (Phase 1), of a proposed subdivision of the Oak Knoll Mixed Use Development Project located within the corporate limits of the CITY, which are identified by the Alameda County Assessor as parcel numbers 043A-4675-003-23; 043A-4674-047-01; 048-6870-001-00; 037A-3152-008; 037A-3152-009 and by the CITY as 8750 Mountain Boulevard. The Final Map for Phase 1 is attached hereto at Exhibit A.

B. The Final Map has been prepared in accordance with the Subdivision Map Act of the State of California, the subdivision ordinances of the CITY, and the vesting tentative tract map of the subdivision previously approved by the City Planning Commission on October 18, 2017 and the City Council on November 7, 2017.

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

D. In furtherance of the construction of the **Public Infrastructure Improvements**, in 2019 the City issued PX-Permit No: PX1700067 authorizing the construction of the Public Infrastructure Improvements required prior to approval of the Phase I Final Map. The Parties also entered into an "Agreement for the Private Construction of Infrastructure Improvements" in August 2019 ("**2019 Agreement**"). A recorded copy of this Agreement is attached as **Exhibit B** and incorporated herein by reference. The 2019 Agreement states that "the 'infrastructure improvements and works' covered by this Agreement comprises [sic] Phase I of the master development improvements described in the Final Development Plan, Master Developer Site Improvements, including installation of improvements for sewer, storm drainage, creek restoration, streets, pedestrian and vehicular bridge, sidewalks, streetlights, trails, parks, entry monumentation, landscaping and dry utilities for the eventual development of Phase I of the mixed use residential community known as the Oak Knoll Master Planned Community, all in accordance with [plans and civil drawings specified in the PX-Permit]." The improvements addressed in the 2019 Agreement are referred to herein as the "**Phase 1a Improvements**."

E. Pursuant to the 2019 Agreement SUBDIVIDER provided an Engineer's Estimate for the Phase 1a Improvements in the amount of \$8,195,050, a labor and material payment bond guaranteeing payment of workers, a performance security bond guaranteeing completion of the infrastructure improvements, and a warranty and maintenance security bond guaranteeing maintenance of the infrastructure until acceptance by CITY. The 2019 Agreement also set forth the Parties' agreement with respect to SUBDIVIDER's warranty for the Phase 1a Improvements, protocols for acceptance of the improvements and issuance of a Certificate of Completion, performance criteria, equitable extension of deadlines for performance, dispute resolution, and insurance requirements.

F. The Conditions of Approval for the Oak Knoll Master Planned Community require completion of two additional improvements prior to the approval of the Final Map that were not anticipated in the 2019 Agreement. These improvements shall be referred to herein as the "**Phase 1b Improvements**" and include (a) the installation of surveyor's monuments and (2) the installation of sewer laterals to individual lots in Parcel 7. An Engineer's Estimate for the Phase 1b Improvements has been prepared in the amount of Four Hundred Sixty-Five Thousand Four Hundred Dollars (\$465,4000) and is attached hereto at **Exhibit C**.

G. The SUBDIVIDER has asked the CITY and local public utility companies to accept the ownership and permanent maintenance of the applicable required Phase 1a and Phase 1b Public Infrastructure Improvements.

H. The required Public Infrastructure Improvements are either under construction or will shortly be under construction, but have not been completed or accepted by the CITY. Consequently and in consideration of the approval of the Final Map and acceptance of the irrevocable offers of dedication of public right-of-way and public easements and acceptance of the ownership and permanent maintenance of the required Public Infrastructure Improvements to be owned and operated by the City, the parties desire to establish an Agreement reaffirming the SUBDIVIDER's commitments to complete the Phase 1a Improvements pursuant to the terms and conditions of the 2019 Agreement, attached hereto at **Exhibit B**, and binding the SUBDIVIDER to completing required Phase 1b Improvements pursuant to the terms and conditions herein.

AGREEMENT

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

1. Approval of Final Map

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

2. Construction of Public Infrastructure Improvements

The SUBDIVIDER shall construct the Phase 1a Improvements in strict accordance with the provisions of the 2019 Agreement and shall construct the Phase 1b Improvements 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 Oakland Municipal Code ("OMC"), and any other relevant Federal, State or local regulations, as well as those set forth below in Section 3, **Special Conditions**. If there are conflicts between the provisions of the 2019 Agreement and this Agreement regarding the Phase 1a Improvements, the terms and conditions of the 2019 Agreement shall control.

3. Special Conditions

With respect to the **Phase 1b improvements**, the SUBDIVIDER shall comply with the special conditions as follows:

A. The Phase 1b Improvements shall conform to the performance criteria specified in 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 the Phase 1b 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 Phase 1b 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 Council on November 7, 2017.

D. Performance standards for the construction of the Phase 1b 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 Phase 1a and Phase 1b Improvements shown in **Exhibit C** 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 C**. Construction of the required Phase 1b Improvements shall not be deemed complete until an unconditional Certificate of Completion, signed and stamped by the SUBDIVIDER's engineer, has been received by the CITY and an unconditional certificate of completion confirming that the subject improvements are ready for their intended use and have been completed substantially (a "Certificate of Completion") has been issued by the City Engineer. The provisions of Section 13 of Exhibit B of the 2019 Agreement regarding Final Completion of the infrastructure and Work apply to the Phase 1a improvements.

B. The City Engineer may extend the time for completion of the required Phase 1a and Phase 1b 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 Phase 1a and Phase 1b Improvement permits and unconditional issuance of a Certificate of Completion, all irrevocable offers of dedication of public rights-of-way and public easements will be accepted by the CITY, and all improvements required by this Agreement shall become the sole property of the CITY. The CITY will subsequently accept the permanent maintenance of the Phase 1a Improvements in accordance with 2019 Agreement and will accept the permanent maintenance of the Phase 1b 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 Phase 1a and 1b Improvements and shall immediately perform or cause to be performed at its sole expense all necessary repairs, replacements, additions, or other corrective actions.

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

Until two (2) years have elapsed following the unconditional issuance of the Certificate of Completion, the SUBDIVIDER warrants that the Phase 1b Improvements, including the equipment and materials provided for the required improvements, are and will be free from defects and guarantees that the construction of the required improvements is and will be free from deficiencies and that the required improvements will perform satisfactorily in accordance with the specifications, plans and applicable CITY standards and performance criteria as specified in **Exhibit A** and set forth above in Section 3, Special Conditions. The SUBDIVIDER further warrants that its design professionals are competent, that their analyses are adequate, and that their designs will meet or exceed the applicable CITY standards and performance criteria 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

For the Phase 1b Improvements, the SUBDIVIDER shall present to the CITY surety bonds, in a form satisfactory to the City Attorney, issued by a corporate surety authorized to issue said security in the State of California as follows:

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

1. Faithful Performance Bond in a face amount not less than Four Hundred Sixty-Five Thousand, Four Hundred Dollars (\$465,400), which is the full amount (one-hundred percent) of the City Engineer's total estimated cost for constructing the required Phase 1b Improvements, to secure faithful performance of this Agreement by the SUBDIVIDER; and

2. Labor and Materials Bond in a face amount not less than Two Hundred Thirty-Two Thousand, Seven Hundred Dollars (\$232,700), which is one-half (fifty percent) of the

full amount of the City Engineer's total estimated cost for constructing the Phase 1b 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 Phase 1b Improvements.

B. Before final approval of the Phase 1a and 1b Improvements, the following security shall be presented:

Maintenance Bond in a face amount not less than One Hundred Sixteen Thousand, Three Hundred Fifty Dollars (\$116,350) (twenty-five percent) of the full amount of the City Engineer's total estimated cost for constructing the Phase 1b 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. SUBDIVIDER shall also provide the maintenance bond in the amount of Two Million, Forty-Eight Thousand, and Seven Hundred and Sixty-Two Dollars and Fifty Cents (\$2,048,762.50) for the Phase 1a Improvements pursuant to the 2019 Agreement attached hereto at Exhibit B. 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. The provisions of the 2019 Agreement shall apply to the maintenance warranty and obligations of the Phase 1a improvements.

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

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

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

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

14. Alternative Security

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

15. Defense, Indemnity, and Hold Harmless

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

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

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

16. Insurance Required

For the Phase 1a Improvements, the SUBDIVIDER shall provide insurance as required in the 2019 Agreement. For the Phase 1b Improvements, the SUBDIVIDER shall procure and maintain for

the duration of the Agreement sufficient insurance against claims for injuries to persons or damages to property that may arise from or in connection with the performance of the Phase 1b work hereunder by the SUBDIVIDER and his agents, representatives, employees or subcontractors.

A. Minimum Scope of Insurance

Coverage shall be at least as broad as:

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

B. Minimum Limits of Insurance

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

C. Deductibles and Self-Insured Retentions

For the Phase 1b Improvements, 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

For the Phase 1b Improvements, the general and automobile liability policies shall contain, or be endorsed to contain, the following provisions:

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

E. Acceptability of Insurers

For the Phase 1b Improvements, 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 providing insurance for the Phase 1b Improvements 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. Section 3 of Exhibit B of the 2019 Agreement contains the company qualifications and other insurance provisions that apply to the Phase 1a improvements.

F. Verification of Coverage

For the Phase 1b Improvements, the SUBDIVIDER shall furnish the CITY with certificates of insurance and with original endorsements effecting coverage required by this clause. For the 1a Improvements, the SUBDIVIDER shall furnish the City with certificates of insurance and with original endorsements effecting coverage required under the 2019 Agreement if the SUBDIVIDER has not already done so. 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

For the Phase 1b Improvements, the SUBDIVIDER shall include all subcontractors as insured under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverage for subcontractors shall be subject to all of the requirements stated herein. For the Phase 1a Improvements, if the SUBDIVIDER has not yet met the requirements of the 2019 Agreement regarding insurance for subcontractors, the SUBDIVIDER must do so.

17. Participation in Benefit Districts

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

18. Actions to Enforce

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

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

This Agreement pertains to and runs with the real property included within Final Map – Phase 1, 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. 8320 (Phase 1), of a proposed subdivision of the Oak Knoll Mixed Use Development Project

Exhibit B: Agreement for the Private Construction of Infrastructure Improvements, August 2019 ("2019 Agreement")

Exhibit C: Engineer's Estimate for the Phase 1b Improvements

21. Incorporation By Reference

The following documents are incorporated into this Agreement by reference:

CITY Permits:

a) Creek Protection CP15032; b) Land Use PLN15378- PUDF01; c) Grading GR1700151; d) Tree Removal T1500124; (e) Building Permits related to Phase 1a and 1b Improvements on file with Accela; f) Tract Map 8320 (Final Phase 1); g) Electrical Permits related to Phase 1a and 1b Improvements on file with Accela; and h) Public Infrastructure Permit: PX1700067.

City Engineer's Estimate of the Cost of Improvements: Oak Knoll Engineer's Estimate prepared by Jacob Nguyen, BKF Engineers, dated 10/31/2018.

Insurer: U.S. Specialty Insurance Company, a Texas corporation

Surety: American Contractors Indemnity Company, a California corporation

City Engineer's Estimate of the Cost of the Phase 1b Improvements attached hereto at Exhibit C, dated April 15, 2022:

Insurer: U.S. Specialty Insurance Company, a Texas corporation

Surety: American Contractors Indemnity Company, a California corporation, Texas Bonding Company, an assumed name of American Contractors Indemnity Company, United States Surety Company, a Maryland corporation

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.
89324 C.M.S.

CITY OF OAKLAND, a municipal
corporation

APPROVED AS TO FORM:



OFFICE OF THE CITY ATTORNEY

By: 

EDWARD D. REISKIN
CITY ADMINISTRATOR

SUBDIVIDER*:

OAK KNOLL VENTURE ACQUISITION,
LLC

By: _____
Name: STEPHAN Z. ELIEFF
Title: Authorized Signatory

*Notarized acknowledgment required.

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
County of Alameda

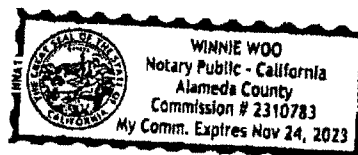
On October 5, 2022 before me, Winnie Woo, Notary Public
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.

Signature Winnie Woo (Seal)



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.
89324 C.M.S.

CITY OF OAKLAND, a municipal
corporation

APPROVED AS TO FORM:




OFFICE OF THE CITY ATTORNEY

By: _____
EDWARD D. REISKIN
CITY ADMINISTRATOR

SUBDIVIDER*:

OAK KNOLL VENTURE ACQUISITION,
LLC

By:  _____
Name: STEPHAN Z. ELIEFF
Title: Authorized Signatory

*Notarized acknowledgment required.

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

County of Alameda

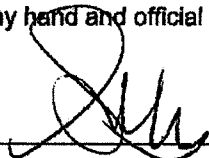
On October 5, 2022 before me, Samantha Forrest, Notary Public
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.

Signature



(Seal)



Exhibit A

**Final Map No. 8320 (Phase 1), of a proposed subdivision of the Oak Knoll Mixed Use
Development Project**

SHEET 1 OF

STATE OF CALIFORNIA) ss.
COUNTY OF)
I, _____, a Notary Public in and for the State of California, do hereby certify that _____, of the County of _____, State of California, is the person named in the foregoing document, and that the said document is a true and correct copy of the original thereof, and that the said document is a true and correct copy of the original thereof, and that the said document is a true and correct copy of the original thereof.

ON _____, BEFORE ME, _____, A NOTARY PUBLIC

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

WITNESS MY HAND,

NOTARY'S SIGNATURE

NOTARY'S PRINCIPAL PLACE OF BUSINESS

EXPIRATION OF NOTARY'S COMMISSION _____

CITY OF OAKLAND B.M. 104:
BEING A PIN IN MONUMENT WELL AT THE INTERSECTION OF SEQUOYA ROAD AND
FAIRWAY AVENUE.
ELEVATION = 237.77 FEET BASED ON CITY OF OAKLAND DATUM.

A GEOTECHNICAL REPORT ON THIS PROPERTY HAS BEEN PREPARED BY ENGEO INCORPORATED, ENTITLED "GEOTECHNICAL EXPLORATION", PROJECT NO. 0750-300-000, DATED JANUARY 30, 2017. A COPY OF WHICH HAS BEEN FILED WITH THE CITY OF OAKLAND.

THE REAL PROPERTY LIES WITHIN THE FOLLOWING HAZARDOUS AREA: A RESIDUAL HAZARDOUS WASTE IDENTIFICATION ZONE, SUBSISTANT TO SECTION 2086 OF THE PUBLIC RESOURCES CODE. THESE HAZARDS MAY LIMIT YOUR ABILITY TO DEVELOP THE REAL PROPERTY TO GRANTOR'S USE. YOU MAY OR MAY NOT RECEIVE ASSISTANCE AFTER A DISASTER. THE PROPS ON WHICH THESE HAZARDS ARE BASED ESTIMATE WHERE NATURAL HAZARDS EXIST. THEY ARE NOT MEANT TO DEFINE WILDCARDS OF WHETHER OR NOT A PROPERTY MAY BE AFFECTED BY A NATURAL HAZARD. INVESTIGATIONS MAY NOT BE OBTAIN PROFESSIONAL ADVICE REGARDING THOSE HAZARDS AND OTHER HAZARDS THAT MAY AFFECT THE PROPERTY.

AND CA PARTNERS, L.L.C., A DELAWARE LIMITED LIABILITY COMPANY, AS BENEFICIARY UNDER DEED OF TRUST RECORDED JULY 30, 2020 AS DOCUMENT NO. 2020182554, OFFICIAL RECORDS OF ALABAMA COUNTY, ENGINEERING THE LAND HEREIN SHOWN, HEREBY CONSENTS TO THE MAKING AND PLACING OF THIS MAP.

876

NAME _____

FILE

STATE OF CALIFORNIA
COUNTY OF _____

ON _____ BEFORE ME, _____ A NOTARY PUBLIC

[illegible]

WITNESS MY HAND:

NOTARY'S SIGNATURE

NOTARY'S PRINCIPAL PLACE OF BUSINESS:

EXPIRATION OF NOTARY'S COMMISSION: _____

EXPLANATION OF NOTARY'S COMMISSION:

TRACT 8320
PHASE 1

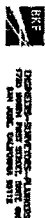
A 18 PARCEL SUBDIVISION AND CONDOMINIUM PROJECT WITHIN PARCELS 4, 8, 11, 12, 19, 23 AND 24 AS DEFINED IN SECTION 4125 OF THE CIVIL CODE OF THE STATE OF CALIFORNIA, APPROVED FOR A MAXIMUM OF 346 DWELLING UNITS AND ARE FILED PURSUANT TO THE SUBDIVISION TO THE SUBDIVISION MAP ACT

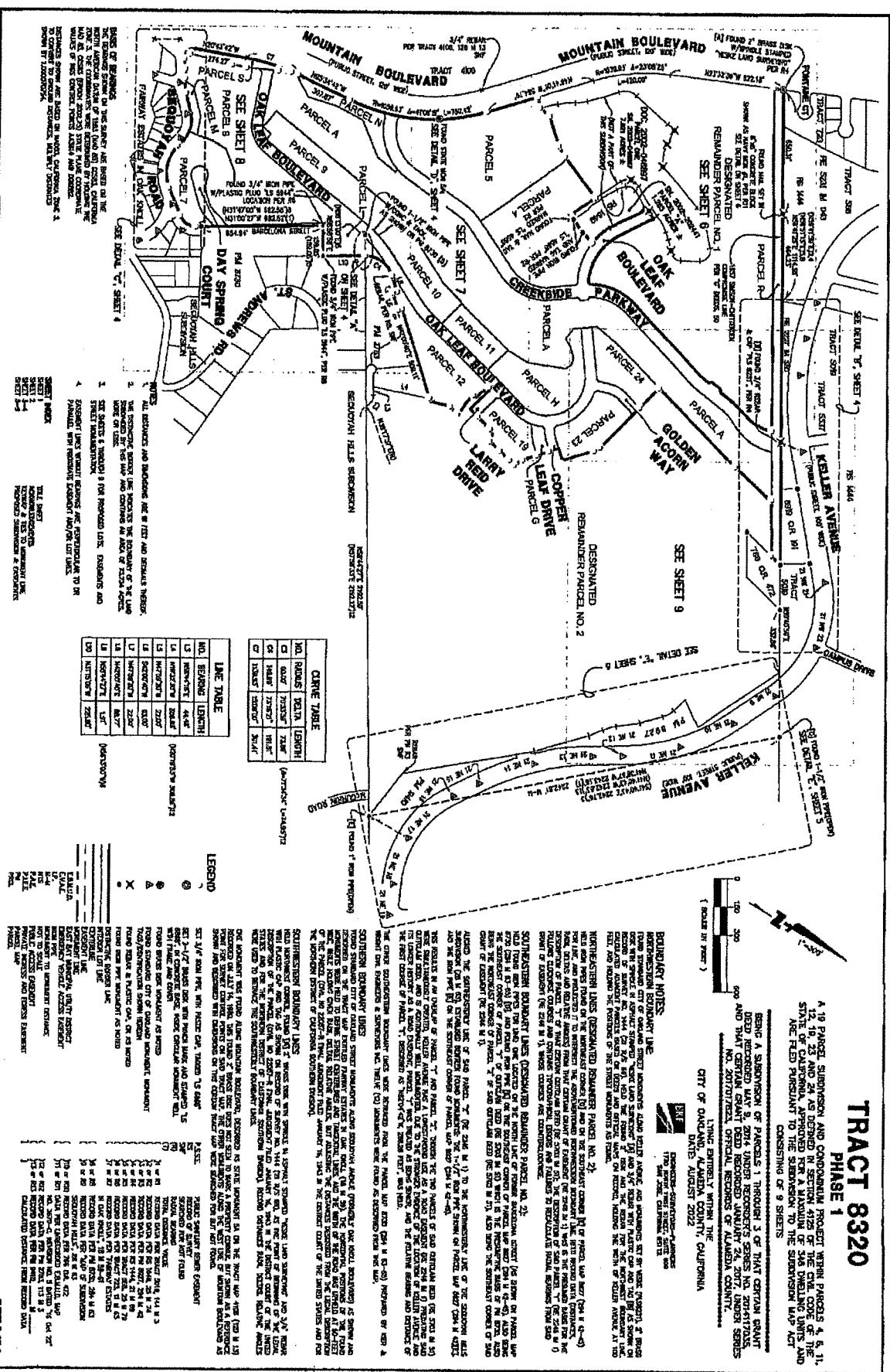
CONSISTING OF 9 SHEETS

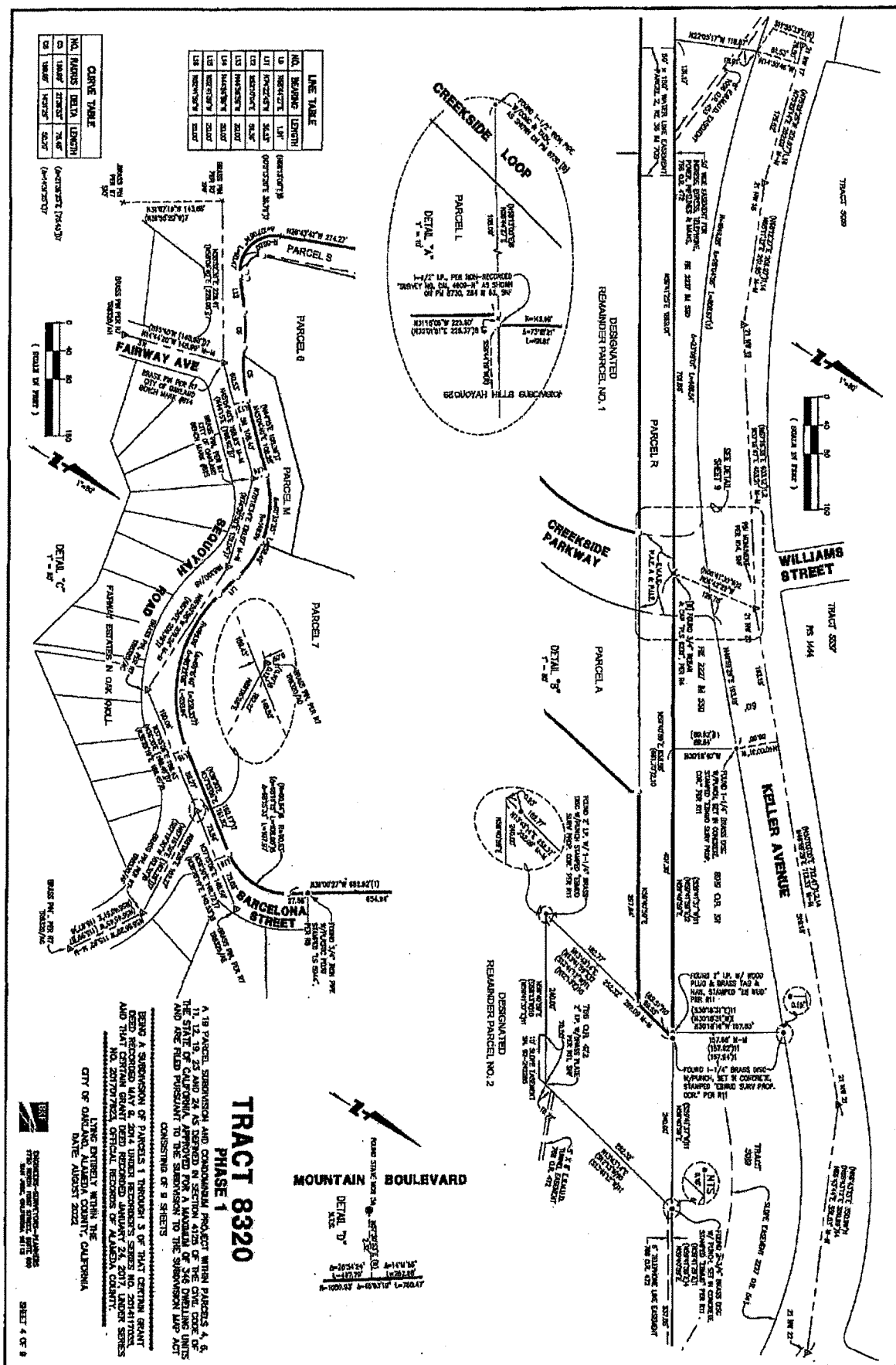
BEING A SUBDIVISION OF PARCELS 1 THROUGH 3 OF THAT CERTAIN GRANT
DEED RECORDED MAY 8, 2014 UNDER RECORDER'S SERIES NO. 2014117025,
AND THAT CERTAIN GRANT DEED RECORDED JANUARY 24, 2017, UNDER SERIES
NO. 2017017623, OFFICIAL RECORDS OF ALAMEDA COUNTY.

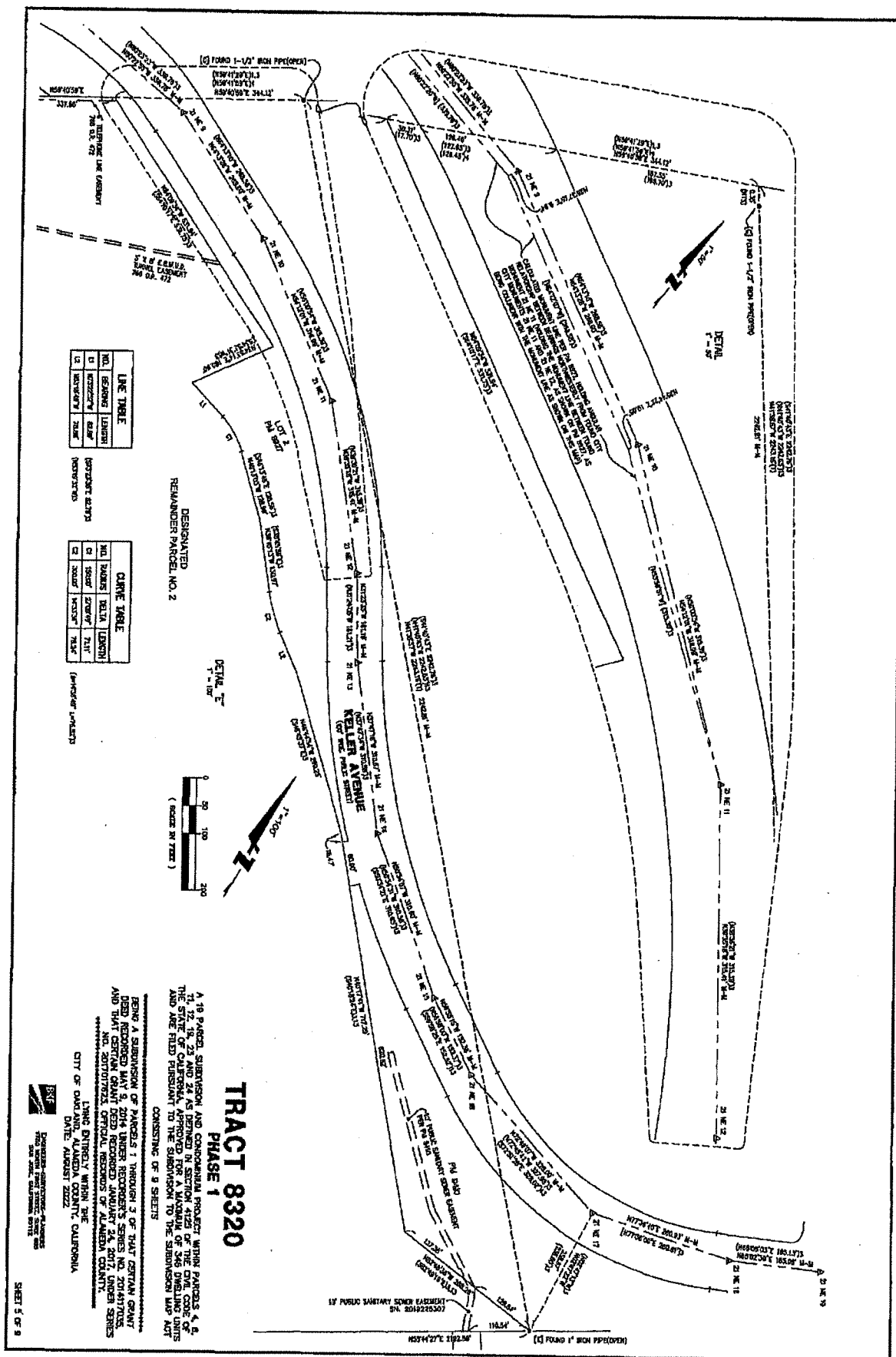
CITY OF OAKLAND, ALAMEDA COUNTY, CALIFORNIA

DATE: AUGUST 2022



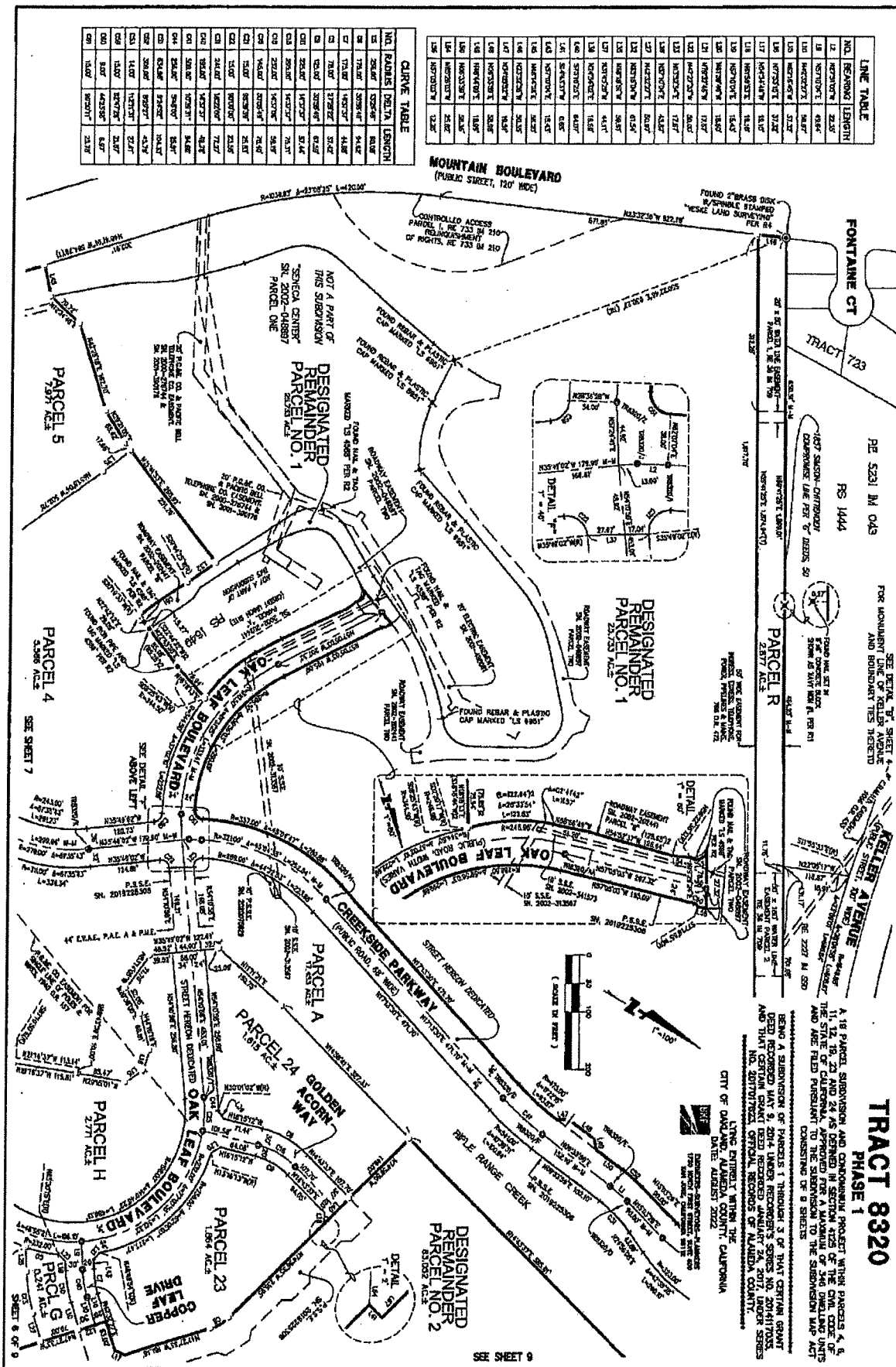


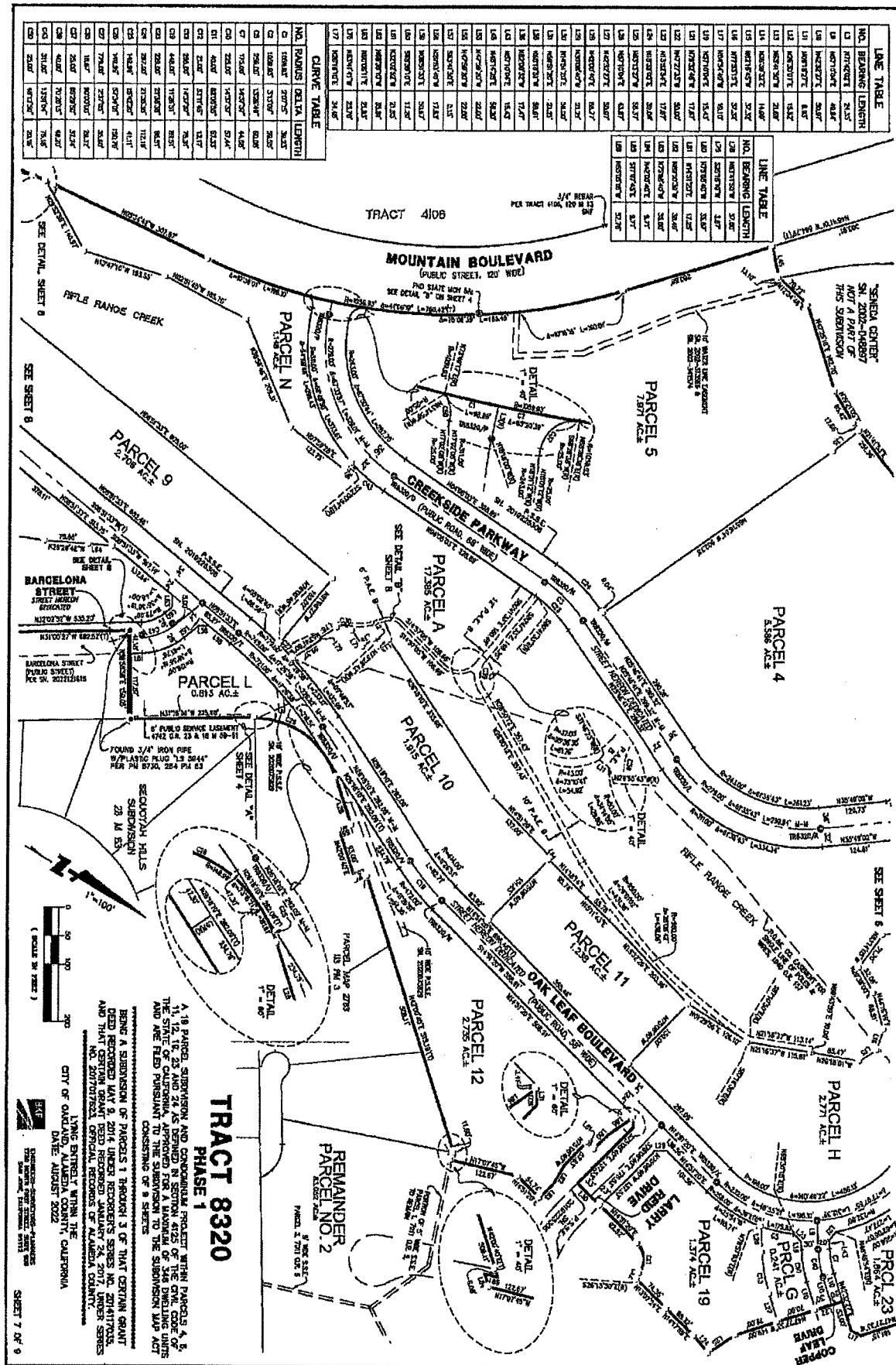




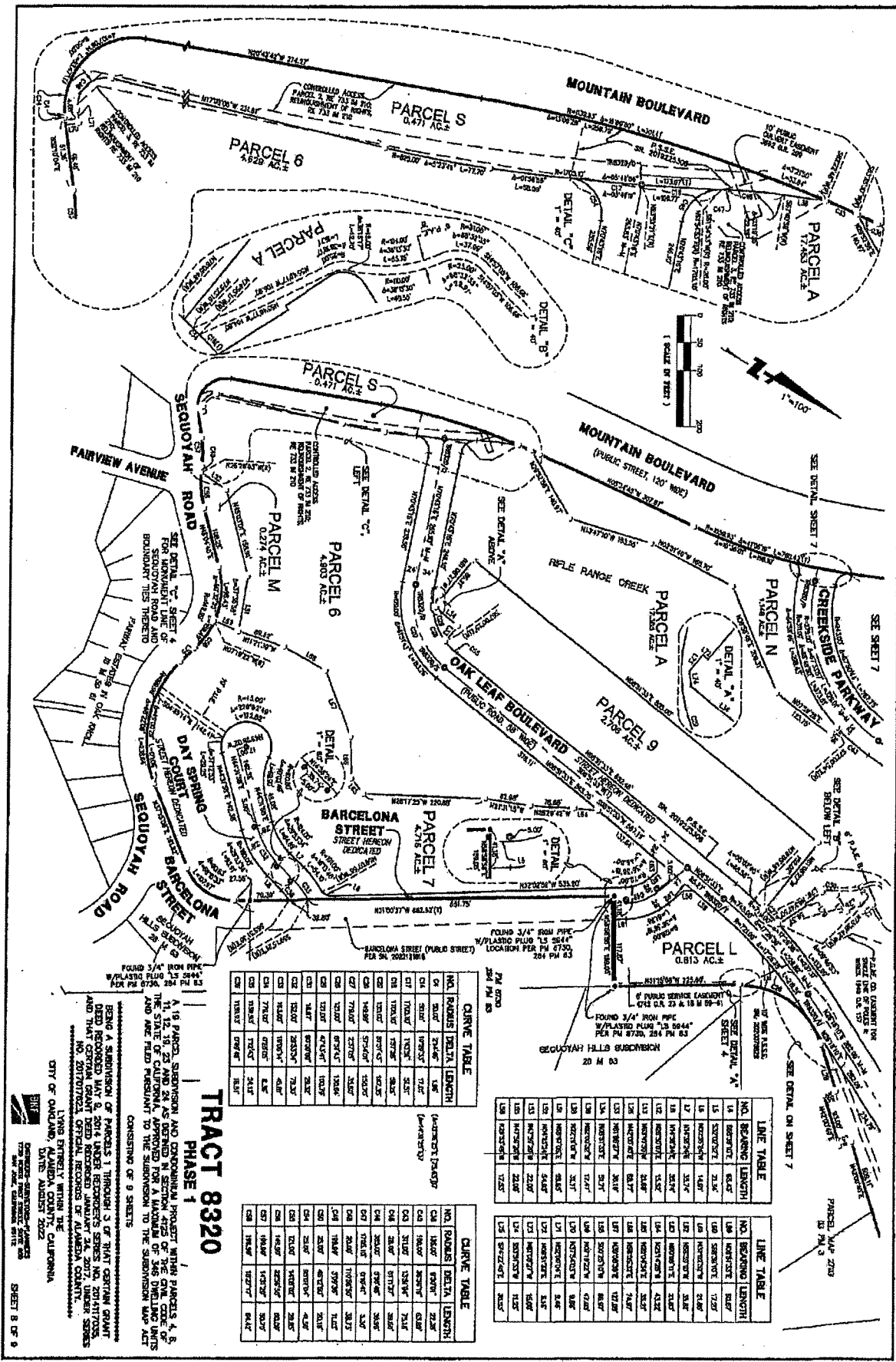
| Sl. No. | NAME OF THE CANDIDATE | MARKS |
|---------|-----------------------|-------|
| 1 | ABHIRAM K | 100 |
| 2 | ABHIRAM K | 100 |
| 3 | ABHIRAM K | 100 |
| 4 | ABHIRAM K | 100 |
| 5 | ABHIRAM K | 100 |
| 6 | ABHIRAM K | 100 |
| 7 | ABHIRAM K | 100 |
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| NO. PLANTS | | OZ/PLANT | | LBS/TON | |
|------------|--------|----------|--------|---------|--------|
| 1 | 2500 | 1 | 2500 | 1 | 2500 |
| 2 | 1750 | 2 | 3500 | 2 | 3500 |
| 3 | 1250 | 3 | 3750 | 3 | 3750 |
| 4 | 1000 | 4 | 4000 | 4 | 4000 |
| 5 | 800 | 5 | 4000 | 5 | 4000 |
| 6 | 625 | 6 | 3750 | 6 | 3750 |
| 7 | 500 | 7 | 3500 | 7 | 3500 |
| 8 | 400 | 8 | 3200 | 8 | 3200 |
| 9 | 320 | 9 | 2880 | 9 | 2880 |
| 10 | 250 | 10 | 2500 | 10 | 2500 |
| 11 | 200 | 11 | 2200 | 11 | 2200 |
| 12 | 160 | 12 | 1920 | 12 | 1920 |
| 13 | 125 | 13 | 1563 | 13 | 1563 |
| 14 | 100 | 14 | 1250 | 14 | 1250 |
| 15 | 80 | 15 | 1000 | 15 | 1000 |
| 16 | 64 | 16 | 800 | 16 | 800 |
| 17 | 50 | 17 | 625 | 17 | 625 |
| 18 | 40 | 18 | 500 | 18 | 500 |
| 19 | 32 | 19 | 400 | 19 | 400 |
| 20 | 25 | 20 | 313 | 20 | 313 |
| 21 | 20 | 21 | 250 | 21 | 250 |
| 22 | 16 | 22 | 200 | 22 | 200 |
| 23 | 12.5 | 23 | 156 | 23 | 156 |
| 24 | 10 | 24 | 125 | 24 | 125 |
| 25 | 8 | 25 | 100 | 25 | 100 |
| 26 | 6.4 | 26 | 80 | 26 | 80 |
| 27 | 5 | 27 | 62.5 | 27 | 62.5 |
| 28 | 4 | 28 | 50 | 28 | 50 |
| 29 | 3.2 | 29 | 37.5 | 29 | 37.5 |
| 30 | 2.5 | 30 | 31.3 | 30 | 31.3 |
| 31 | 2 | 31 | 25 | 31 | 25 |
| 32 | 1.6 | 32 | 20 | 32 | 20 |
| 33 | 1.25 | 33 | 15.6 | 33 | 15.6 |
| 34 | 1 | 34 | 12.5 | 34 | 12.5 |
| 35 | .8 | 35 | 10 | 35 | 10 |
| 36 | .64 | 36 | 8 | 36 | 8 |
| 37 | .5 | 37 | 6.25 | 37 | 6.25 |
| 38 | .4 | 38 | 5 | 38 | 5 |
| 39 | .32 | 39 | 3.75 | 39 | 3.75 |
| 40 | .25 | 40 | 3.13 | 40 | 3.13 |
| 41 | .2 | 41 | 2.5 | 41 | 2.5 |
| 42 | .16 | 42 | 2 | 42 | 2 |
| 43 | .125 | 43 | 1.56 | 43 | 1.56 |
| 44 | .1 | 44 | 1.25 | 44 | 1.25 |
| 45 | .08 | 45 | 1 | 45 | 1 |
| 46 | .064 | 46 | .8 | 46 | .8 |
| 47 | .05 | 47 | .625 | 47 | .625 |
| 48 | .04 | 48 | .5 | 48 | .5 |
| 49 | .032 | 49 | .375 | 49 | .375 |
| 50 | .025 | 50 | .313 | 50 | .313 |
| 51 | .02 | 51 | .25 | 51 | .25 |
| 52 | .016 | 52 | .2 | 52 | .2 |
| 53 | .0125 | 53 | .156 | 53 | .156 |
| 54 | .01 | 54 | .125 | 54 | .125 |
| 55 | .008 | 55 | .1 | 55 | .1 |
| 56 | .0064 | 56 | .08 | 56 | .08 |
| 57 | .005 | 57 | .0625 | 57 | .0625 |
| 58 | .004 | 58 | .05 | 58 | .05 |
| 59 | .0032 | 59 | .0375 | 59 | .0375 |
| 60 | .0025 | 60 | .0313 | 60 | .0313 |
| 61 | .002 | 61 | .025 | 61 | .025 |
| 62 | .0016 | 62 | .02 | 62 | .02 |
| 63 | .00125 | 63 | .0156 | 63 | .0156 |
| 64 | .001 | 64 | .0125 | 64 | .0125 |
| 65 | .0008 | 65 | .01 | 65 | .01 |
| 66 | .00064 | 66 | .008 | 66 | .008 |
| 67 | .0005 | 67 | .00625 | 67 | .00625 |
| 68 | .0004 | 68 | .005 | 68 | .005 |
| 69 | .00032 | 69 | .00375 | 69 | .00375 |
| 70 | .00025 | 70 | .00313 | 70 | .00313 |





BEST AVAILABLE COPY - ORIGINAL
 ALAMEDA COUNTY RECORDER'S OFFICE
 1106 MADISON STREET
 OAKLAND, CA. 94607



BEST AVAILABLE COPY - ORIGINAL
ALAMEDA COUNTY RECORDERS OFFICE
1106 MADISON STREET
OAKLAND, CA 94607

CURVE TABLE

| NO. | POINTS | DELTA | LENGTH |
|-----|--------|-------|--------|
| 1 | 10 | 180° | 1.00 |
| 2 | 10 | 180° | 1.00 |
| 3 | 10 | 180° | 1.00 |
| 4 | 10 | 180° | 1.00 |
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CURVE TABLE

| NO. | POINTS | DELTA | LENGTH |
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CURVE TABLE

| NO. | POINTS | DELTA | LENGTH |
|-----|--------|-------|--------|
| 1 | 10 | 180° | 1.00 |
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| 9 | 10 | 180° | 1.00 |
| 10 | 10 | 180° | 1.00 |

LINE TABLE

| NO. | BEARING | LENGTH |
|-----|----------------|--------|
| 1 | N 0° 00' 00" E | 1.00 |
| 2 | N 0° 00' 00" E | 1.00 |
| 3 | N 0° 00' 00" E | 1.00 |
| 4 | N 0° 00' 00" E | 1.00 |
| 5 | N 0° 00' 00" E | 1.00 |
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| 10 | N 0° 00' 00" E | 1.00 |

TRACT 8320
PHASE 1

A 19 PARCEL SUBDIVISION AND COMMERCIAL PROJECT WITH PARCELS 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100, 101, 102, 103, 104, 105, 106, 107, 108, 109, 110, 111, 112, 113, 114, 115, 116, 117, 118, 119, 120, 121, 122, 123, 124, 125, 126, 127, 128, 129, 130, 131, 132, 133, 134, 135, 136, 137, 138, 139, 140, 141, 142, 143, 144, 145, 146, 147, 148, 149, 150, 151, 152, 153, 154, 155, 156, 157, 158, 159, 160, 161, 162, 163, 164, 165, 166, 167, 168, 169, 170, 171, 172, 173, 174, 175, 176, 177, 178, 179, 180, 181, 182, 183, 184, 185, 186, 187, 188, 189, 190, 191, 192, 193, 194, 195, 196, 197, 198, 199, 200, 201, 202, 203, 204, 205, 206, 207, 208, 209, 210, 211, 212, 213, 214, 215, 216, 217, 218, 219, 220, 221, 222, 223, 224, 225, 226, 227, 228, 229, 230, 231, 232, 233, 234, 235, 236, 237, 238, 239, 240, 241, 242, 243, 244, 245, 246, 247, 248, 249, 250, 251, 252, 253, 254, 255, 256, 257, 258, 259, 260, 261, 262, 263, 264, 265, 266, 267, 268, 269, 270, 271, 272, 273, 274, 275, 276, 277, 278, 279, 280, 281, 282, 283, 284, 285, 286, 287, 288, 289, 290, 291, 292, 293, 294, 295, 296, 297, 298, 299, 300, 301, 302, 303, 304, 305, 306, 307, 308, 309, 310, 311, 312, 313, 314, 315, 316, 317, 318, 319, 320, 321, 322, 323, 324, 325, 326, 327, 328, 329, 330, 331, 332, 333, 334, 335, 336, 337, 338, 339, 340, 341, 342, 343, 344, 345, 346, 347, 348, 349, 350, 351, 352, 353, 354, 355, 356, 357, 358, 359, 360, 361, 362, 363, 364, 365, 366, 367, 368, 369, 370, 371, 372, 373, 374, 375, 376, 377, 378, 379, 380, 381, 382, 383, 384, 385, 386, 387, 388, 389, 390, 391, 392, 393, 394, 395, 396, 397, 398, 399, 400, 401, 402, 403, 404, 405, 406, 407, 408, 409, 410, 411, 412, 413, 414, 415, 416, 417, 418, 419, 420, 421, 422, 423, 424, 425, 426, 427, 428, 429, 430, 431, 432, 433, 434, 435, 436, 437, 438, 439, 440, 441, 442, 443, 444, 445, 446, 447, 448, 449, 450, 451, 452, 453, 454, 455, 456, 457, 458, 459, 460, 461, 462, 463, 464, 465, 466, 467, 468, 469, 470, 471, 472, 473, 474, 475, 476, 477, 478, 479, 480, 481, 482, 483, 484, 485, 486, 487, 488, 489, 490, 491, 492, 493, 494, 495, 496, 497, 498, 499, 500, 501, 502, 503, 504, 505, 506, 507, 508, 509, 510, 511, 512, 513, 514, 515, 516, 517, 518, 519, 520, 521, 522, 523, 524, 525, 526, 527, 528, 529, 530, 531, 532, 533, 534, 535, 536, 537, 538, 539, 540, 541, 542, 543, 544, 545, 546, 547, 548, 549, 550, 551, 552, 553, 554, 555, 556, 557, 558, 559, 560, 561, 562, 563, 564, 565, 566, 567, 568, 569, 570, 571, 572, 573, 574, 575, 576, 577, 578, 579, 580, 581, 582, 583, 584, 585, 586, 587, 588, 589, 590, 591, 592, 593, 594, 595, 596, 597, 598, 599, 600, 601, 602, 603, 604, 605, 606, 607, 608, 609, 610, 611, 612, 613, 614, 615, 616, 617, 618, 619, 620, 621, 622, 623, 624, 625, 626, 627, 628, 629, 630, 631, 632, 633, 634, 635, 636, 637, 638, 639, 640, 641, 642, 643, 644, 645, 646, 647, 648, 649, 650, 651, 652, 653, 654, 655, 656, 657, 658, 659, 660, 661, 662, 663, 664, 665, 666, 667, 668, 669, 670, 671, 672, 673, 674, 675, 676, 677, 678, 679, 680, 681, 682, 683, 684, 685, 686, 687, 688, 689, 690, 691, 692, 693, 694, 695, 696, 697, 698, 699, 700, 701, 702, 703, 704, 705, 706, 707, 708, 709, 710, 711, 712, 713, 714, 715, 716, 717, 718, 719, 720, 721, 722, 723, 724, 725, 726, 727, 728, 729, 730, 731, 732, 733, 734, 735, 736, 737, 738, 739, 740, 741, 742, 743, 744, 745, 746, 747, 748, 749, 750, 751, 752, 753, 754, 755, 756, 757, 758, 759, 760, 761, 762, 763, 764, 765, 766, 767, 768, 769, 770, 771, 772, 773, 774, 775, 776, 777, 778, 779, 780, 781, 782, 783, 784, 785, 786, 787, 788, 789, 790, 791, 792, 793, 794, 795, 796, 797, 798, 799, 800, 801, 802, 803, 804, 805, 806, 807, 808, 809, 810, 811, 812, 813, 814, 815, 816, 817, 818, 819, 820, 821, 822, 823, 824, 825, 826, 827, 828, 829, 830, 831, 832, 833, 834, 835, 836, 837, 838, 839, 840, 841, 842, 843, 844, 845, 846, 847, 848, 849, 850, 851, 852, 853, 854, 855, 856, 857, 858, 859, 860, 861, 862, 863, 864, 865, 866, 867, 868, 869, 870, 871, 872, 873, 874, 875, 876, 877, 878, 879, 880, 881, 882, 883, 884, 885, 886, 887, 888, 889, 890, 891, 892, 893, 894, 895, 896, 897, 898, 899, 900, 901, 902, 903, 904, 905, 906, 907, 908, 909, 910, 911, 912, 913, 914, 915, 916, 917, 918, 919, 920, 921, 922, 923, 924, 925, 926, 927, 928, 929, 930, 931, 932, 933, 934, 935, 936, 937, 938, 939, 940, 941, 942, 943, 944, 945, 946, 947, 948, 949, 950, 951, 952, 953, 954, 955, 956, 957, 958, 959, 960, 961, 962, 963, 964, 965, 966, 967, 968, 969, 970, 971, 972, 973, 974, 975, 976, 977, 978, 979, 980, 981, 982, 983, 984, 985, 986, 987, 988, 989, 990, 991, 992, 993, 994, 995, 996, 997, 998, 999, 1000.

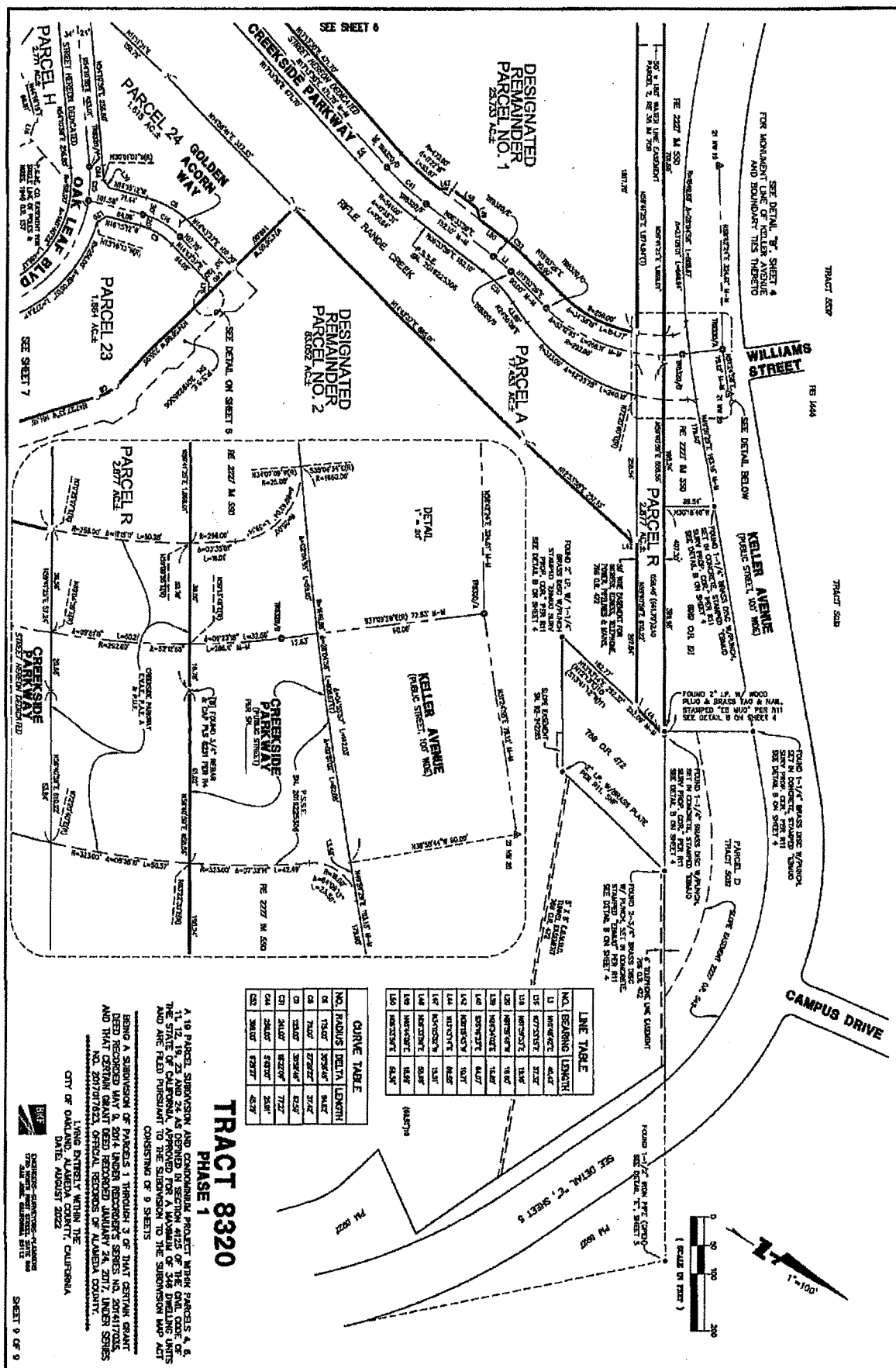


Exhibit B
2019 Agreement

No Fee Document Pursuant To Government Code Section 6103

Recording requested by:

CITY OF OAKLAND

When recorded mail to:

City of Oakland
Department of Transportation
Daiziel Admin. Building
250 Ogawa Plaza - 4th Floor
Oakland, CA 94612

Attn: Kevin Kashi, P.E.,
Supervising Civil Engineer



2019247294

12/03/2019 10:57 AM

OFFICIAL RECORDS OF ALAMEDA COUNTY
MELISSA MILK
RECORDING FEE: 0.00



27 PGS

11-27

APN(s): 043A-4675-003-23; 043A-4675-047-01; 048-6870-001-00;
037A-3152-008; 037A-3152-009

space above for Recorder's use only

JG

City of Oakland
Department of Transportation
Engineering Services
250 Frank H. Ogawa Plaza - 4th floor Oakland,
California 94612

AGREEMENT

PRIVATE CONSTRUCTION OF INFRASTRUCTURE IMPROVEMENTS

(Developer FDP Site Improvements)

ADDRESS 8750 Mountain Boulevard

APN: 043A-4675-003-23; 043A-4675-047-01;
048-6870-001-00; 037A-3152-008; 037A-3152-
009

OWNER/DEVELOPER Oak Knoll Venture
Acquisition, L.L.C.

PX PERMIT No. PX1700067

ENGINEER George Lenfesty

MAP No. Tract Map 8320

License: 45920

Expires: 12/31/2020

Engineer's Cost Estimate Amount: \$8,195,050

DESCRIPTION OF INFRASTRUCTURE IMPROVEMENTS / WORK

"Agreement" means this Agreement and General and Special Conditions, and all Exhibits and Attachments made part of this Agreement upon its execution. The parties to this Agreement are the City of Oakland (the "City") and Oak Knoll Venture Acquisition, L.L.C., a Delaware limited liability company ("Developer").

The "infrastructure improvements and Work" covered by this Agreement comprises Phase I of the master developer improvements described in the "Final Development Plan, Master Developer Site Improvements," including installation of improvements for sewer, storm drainage, creek restoration,

streets, pedestrian and vehicular bridge, sidewalks, streetlights, trails, parks, entry monumentation, landscaping and dry utilities for the eventual development of Phase I of the mixed-use residential community known as the "Oak Knoll Master Planned Community," all in accordance with the PX-Permit Set of Plans dated 8/20/2019 submitted under BKF Engineering Title Sheet (sheet 1) and including Civil Drawings dated 8/23/2019 (Proactive Engineering) sheets 3-59; Joint Trench Drawings dated 8/16/2019 (Giacalone Engineering) sheets 60-87; Landscape Plans dated 6/11/2019 (PGA Landscape Architects), sheets 92-136; Pavement Delineation and Traffic Signal Plans dated 8/22/2019 (BKF Engineering), sheets 137-144.

RECITAL

Pursuant to project Condition of Approval Item 10, and to the maximum extent permitted by law, Developer shall defend (with Counsel acceptable to the City), indemnify, and hold harmless the City of Oakland, the Oakland City Council, the Oakland Redevelopment Successor Agency, the Oakland City Planning Commission, and their respective agents, officers, employees, and volunteers (hereafter collectively called the "City") from any liability, damages, claim, judgment, loss (direct or indirect), action, causes of action, or proceeding by any third party (including legal costs, attorneys' fees, expert witness or consultant fees, City Attorney or staff time, expenses or costs) (collectively called "Action") against the City to attack, set aside, void or annul the project Approval or this Agreement, which is an implementation of the project approval. The City may elect, in its sole discretion, to participate in the defense of said Action and the project applicant shall reimburse the City for its reasonable legal costs and attorneys' fees. Notwithstanding the foregoing, Developer shall not indemnify, defend, release, discharge, or save harmless the City from or against any Claim arising out of the City's actions, omissions, fault, willful misconduct or negligence, whether active or passive, or any claims Developer makes against the City pursuant to this Agreement.

Developer also hereby agrees to be bound by the attached Exhibits and to comply with the conditions, requirements, and restrictions therein faithfully and fully at all times. This Agreement and attached Exhibits shall equally and fully bind all agents, heirs, successors, and assigns of Developer.

SURETY / BOND AMOUNTS

| | | |
|-------------------------|------------------------------------|----------------------------|
| Performance \$8,195,050 | Payment (Labor & Mat.) \$4,097,525 | Maintenance \$2,048,762.50 |
| (100%) | (50%) | (25%) |

ACKNOWLEDGEMENTS

(corporate authority and seal required)

Signatures must be Notarized

DEVELOPER: Oak Knoll Venture Acquisition,
L.L.C., a Delaware limited liability company

Signature 

Print Name NICK PAPPAS

DATE OCTOBER 7, 2019

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

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

State of California)

County of ORANGE)

On OCTOBER 7, 2019 before me, ELIZABETH MENICUCCI, NOTARY PUBLIC

Date

Here Insert Name and Title of the Officer

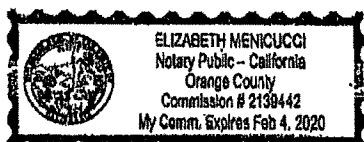
personally appeared NICK PAPPAS

Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.



Signature

Elizabeth Menicucci
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

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

Description of Attached Document

Title or Type of Document: _____ Document Date: _____

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

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

☐ Corporate Officer -- Title(s): _____

☐ Partner -- ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other: _____

Signer Is Representing: _____

Signer's Name: _____

☐ Corporate Officer -- Title(s): _____

☐ Partner -- ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

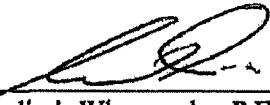
☐ Other: _____

Signer Is Representing: _____

ATTACHMENTS

Exhibit A – Materials and Quantities Exhibit C – Special Conditions Exhibit E – Responsibilities
Exhibit B – General Conditions Exhibit D – Plans & Specs. Exhibit F – Securities & Engr. Est.
Exhibit G-1 – Payment Bond Exhibit G-2 – Performance Bond

CITY OF OAKLAND
A municipal corporation.
Sabrina Landreth
City Administrator.

by  date 10-25-19
Wladimir Wlassowsky, P.E.
Assistant Director
Oakland Department of Transportation

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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
County of Alameda

On 10-25-19 before me, Anthony J. Reese, Notary Public
(Insert name and title of the officer)

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

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

WITNESS my hand and official seal.

Signature



(Seal)

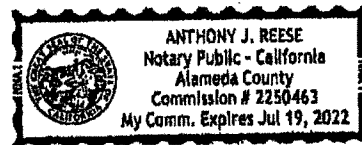


EXHIBIT A

Engineer's Estimate Amount of \$8,195,050

ADDRESS: 8750 Mountain Boulevard **APN:** 043A-4675-003-23; 043A-4675-047-01; 048-6870-
001-00; 037A-3152-008; 037A-3152-009

DEVELOPER Oak Knoll Venture Acquisition, L.L.C. **PX PERMIT No.** PX1700067

☐ set forth below ☒ attached hereto

(Space below intentionally left blank)

BKF Engineers
300 Frank H. Ogawa Plaza, Ste 380
Oakland, CA 94612

OAK KNOLL
ENGINEER'S ESTIMATE
10/31/2018

| SITE CIVIL IMPROVEMENTS - PHASE 1 | | | | | |
|-----------------------------------|------------------------------------|----------|------|-----------|-------------|
| ITEM | DESCRIPTION | QUANTITY | UNIT | UNIT COST | TOTAL COST |
| 1 | Concrete Sidewalk | 70,500 | SF | 5.00 | \$352,500 |
| 2 | AC Roadway (3.5"AC/12.5" CL II AB) | 250,200 | SF | 7.00 | \$1,751,400 |
| 3 | Concrete Curb and Gutter | 13,200 | LF | 23.00 | \$303,600 |
| 4 | Concrete Vertical Curb | 3,950 | LF | 12.00 | \$47,400 |

SITE CIVIL SURFACE IMPROVEMENTS **\$2,454,900**

| SITE UTILITY IMPROVEMENTS - PHASE 1 | | | | | |
|-------------------------------------|---------------------------------|----------|------|-----------|------------|
| ITEM | DESCRIPTION | QUANTITY | UNIT | UNIT COST | TOTAL COST |
| 1 | Domestic Water-8" (C900 CL200) | 9,800 | LF | 55.00 | \$528,000 |
| 2 | Storm Drain-Manhole | 48 | EA | 3600.00 | \$172,800 |
| 3 | Storm Drain-12" (RCP Class 3) | 1,750 | LF | 51.00 | \$89,250 |
| 4 | Storm Drain-18" (RCP Class 3) | 1,170 | LF | 85.00 | \$99,450 |
| 5 | Storm Drain-24" (RCP Class 3) | 930 | LF | 115.00 | \$106,950 |
| 6 | Storm Drain-36" (RCP Class 3) | 2,150 | LF | 194.00 | \$417,100 |
| 7 | Storm Drain-42" (RCP Class 3) | 380 | LF | 214.00 | \$81,320 |
| 8 | Storm Drain-48" (RCP Class 3) | 530 | LF | 236.00 | \$125,080 |
| 9 | Sanitary Sewer-Manhole | 43 | EA | 4100.00 | \$176,300 |
| 10 | Sanitary Sewer-8" (VCP SDR 26) | 1,200 | LF | 42.00 | \$50,400 |
| 11 | Sanitary Sewer-12" (VCP SDR 26) | 3,700 | LF | 61.00 | \$225,700 |
| 12 | Sanitary Sewer-15" (VCP SDR 26) | 890 | LF | 90.00 | \$80,100 |
| 13 | Sanitary Sewer-18" (VCP SDR 26) | 2,250 | LF | 123.00 | \$276,750 |
| 14 | Fire Water-Fire Hydrant | 33 | EA | 4000.00 | \$132,000 |

SITE UTILITY IMPROVEMENTS **\$2,561,200**

| ELECTRICAL - PHASE 1 | | | | | |
|----------------------|--------------------------------------|----------|------|-----------|-------------|
| ITEM | DESCRIPTION | QUANTITY | UNIT | UNIT COST | TOTAL COST |
| 1 | Joint Trench and Service Connection | 9,780 | LF | 120.00 | \$1,173,600 |
| 2 | Street Light | 100 | EA | 7,000.00 | \$700,000 |
| 3 | Electrical Service Conduit and Cable | 2,730 | LF | 20.00 | \$54,600 |

SITE ELECTRICAL IMPROVEMENTS **\$1,928,200**

| LANDSCAPE - PHASE 1 | | | | | |
|---------------------|--------------------------|----------|------|------------|------------|
| ITEM | DESCRIPTION | QUANTITY | UNIT | UNIT COST | TOTAL COST |
| 1 | Bioretention Basins | 45,500 | SF | 7.00 | \$318,500 |
| 2 | Public Street Trees | 462 | EA | 500.00 | \$231,000 |
| 3 | Public Planting Areas | 103,650 | SF | 5.00 | \$518,250 |
| 4 | Public Irrigation System | 1 | LS | 183,000.00 | \$183,000 |

SITE LANDSCAPE IMPROVEMENTS **\$1,250,750**

TOTAL CIVIL IMPROVEMENTS - PHASE 1 **\$8,195,050**

EXHIBIT B

General Conditions

ADDRESS: 8750 Mountain Boulevard **APN:** 043A-4675-003-23; 043A-4675-047-01; 048-6870-001-00; 037A-3152-008; 037A-3152-009

DEVELOPER Oak Knoll Venture Acquisition, L.L.C. **PX PERMIT No.** PX1700067

1. This Agreement shall be effective upon its execution by the Assistant Director, Dept. of Transportation or his designee, and may be voided and the Infrastructure Permit may be suspended or revoked at any time by the Assistant Director, Dept. of Transportation or his designee, upon the material failure of the Developer and their Engineer of Record and Contractor to comply fully and continuously with each and all of the general and special conditions set forth herein and in the standard conditions set forth the Infrastructure Permit.
2. As a condition of the final approval of the infrastructure improvements and Work, the Developer shall submit the following for review and approval by the Assistant Director, Dept. of Transportation or his designee:
 - a. Certification sealed and signed by the owners' Engineer of Record attesting that the infrastructure improvements were constructed in conformance with the plans and specifications as approved by the Assistant Director, Dept. of Transportation or his designee, for construction with subsequent modifications therefrom approved by the Assistant Director, Dept. of Transportation or his designee, during construction, and
 - b. As-Built record drawings indicating all revisions sealed and signed by the Developer's Engineer of Record (in electronic or AutoCAD format and in Portable Document Format or PDF format) delineating all deviations from the approved plans describing all substitutions from the approved specifications of materials and equipment; and
 - c. Materials Testing Laboratory Certification sealed and signed attesting to its analysis of the sampled and tested materials incorporated into and the in situ construction of the infrastructure improvements and Work; and
 - d. Other applicable certifications sealed and signed by the licensed professionals set forth in the Special Conditions of this Agreement attesting to conformance of the construction with their design and installation recommendations for the infrastructure improvements and Work.
3. The Developer shall maintain fully in force and effect at all times good and sufficient insurance for Comprehensive General Liability, including coverage for bodily injury, automobile liability, products and completed operations liability, and contractual liability assumed hereunder, in a face amount not less than \$2,000,000 for each person, accident, or occurrence and for Property Damage Liability in a face amount not less than \$1,000,000 for each accident or occurrence, insuring the City of Oakland, its officers, agents, employees, and volunteers against any and all claims arising out of the construction of the infrastructure improvement and Work. The certificate of such insurance and subsequent notices of the renewal thereof shall be filed with the Assistant Director, Dept. of Transportation, and shall contain a clause substantially in the following words:

"This policy shall not be canceled nor the amount of the coverage reduced until thirty (30) calendar days after receipt by the Assistant Director, Dept. of Transportation or his designee, of a written notice of such cancellation or reduction in coverage."

4. Warranty. The Developer shall warrant the performance of and functioning of the materials and equipment incorporated into the construction of the infrastructure improvements and Work for one year following the date of the issuance of the Certificate of Final Completion, or as otherwise provided in the Special Conditions.

5. Payment Security. The Developer shall provide a payment bond guaranteeing the payment of labor, fabricators, suppliers, subcontractors, materials men, materials, and equipment used for and incorporated into the construction of the infrastructure improvements. The form of the security shall be in the form attached as Exhibit G-1 or otherwise acceptable to the Assistant Director, Dept. of Transportation or his designee, and the face amount shall (unless otherwise provided in this Agreement) be not less than one-half of the cost of construction (50%) of the infrastructure improvements as estimated in the Engineer's Estimate attached hereto at Exhibit A. The security shall not be released or reduced in amount until the date of final approval of the infrastructure improvements and Work (Certificate of Final Completion). Security shall be released in accordance with the procedures set forth in Government Code section 66499.7.

6. Performance Security. The Developer shall provide an individual security guaranteeing the completion of the infrastructure improvements and Work as described in the approved specifications and delineated in the approved plans and warranting the faithful performance of the infrastructure improvement and functioning of the materials and equipment incorporated therein. The form of the security shall be in form attached as Exhibit G-2 or otherwise acceptable to the Assistant Director, Dept. of Transportation, and the face amount shall (unless otherwise provided in the Agreement) be not less than the cost of construction (100%) of the infrastructure improvements as estimated in the Engineer's Estimate attached hereto at Exhibit A. The security shall not be released or reduced in amount until issuance of the Certificate of Final Completion as required herein and shall be released in accordance with the procedures set forth in Government Code section 66499.7.

7. Warranty and Maintenance Security. Developer shall provide an individual security guaranteeing the maintenance of the infrastructure improvements and Work as described in Paragraph 4 above and warranting the faithful performance of the infrastructure improvement and functioning of the materials and equipment incorporated therein. The form of the security shall be acceptable to the Assistant Director, Dept. of Transportation, and the face amount shall be not less than one-fourth the cost of construction (25%) of the infrastructure improvement as set forth in the Engineer's Estimate attached hereto at Exhibit A. The security shall not be released or reduced in amount until expiration of the warranty period as set forth herein. Security shall be released in accordance with the procedures set forth in Government Code section 66499.7.

8. Until the expiration of the warranty (one year after the issuance of the Certificate of Final Completion), the Developer shall remain liable for and shall immediately reimburse the City of Oakland for all costs, fee assessments, penalties, and accruing interest but only to the extent caused by Developer's Work or services, and associated with:

- a) the City's notification to the Developer and its contractor of a violation of any permit term or condition, and
- b) the City's subsequent abatement actions for enforcement of required maintenance, repairs, or

removal, whether in whole or in part, of the infrastructure improvement or of damage to City-maintained or privately-maintained infrastructure improvements made necessary by the failure, whether direct or indirect, of the Developer or its contractor to monitor the construction and the worksite effectively and accomplish preventative, remedial, or restorative work expeditiously. The City reserves the unqualified right to collect all monies unpaid through any combination of available statutory remedies, including awards of judgments by a court of competent jurisdiction, and instituting a demand of the surety for its independent action and reimbursement to the City for its costs, fee assessments, penalties, and accruing interest.

9. Until the expiration of the warranty one year following the date of final approval of the infrastructure improvement (Certificate of Final Completion), the Developer shall remain solely and fully liable and responsible for the repair, replacement, removal, reconstruction, and maintenance of any portion or all of the infrastructure improvements and Work, whether by the cause, neglect, or negligence of the Developer or its contractor or others engaged by Developer and for the associated costs and expenses necessary to restore infrastructure improvement to the satisfaction of the Assistant Director, Dept. of Transportation or his designee, and shall not allow the worksite to become a blight or a menace or a hazard to the health and safety of the general public.

10. Notwithstanding the regulations, requirements, and restrictions set forth within this Agreement, the Developer and its heirs, successors, and assigns and future purchasers for valuable consideration of properties abutting the infrastructure improvements shall remain responsible for the maintenance of the infrastructure improvements and Work until such time as the infrastructure improvements and Work is dedicated to the City or the Community Facility District ("CFD"), for required maintenance and repairs. Developer's maintenance obligation is guaranteed exclusively by the Maintenance Bond and not by any other bond, including the Performance and Payment Bonds.

11. Special Condition of Approval – Indemnifications and save harmless set forth in the Recital herein above shall expire and no longer have any force or effect upon the expiration of the warranty period, as set forth in General Condition 4 herein above, following the date of final approval of the Infrastructure Permit.

12. Each Exhibit attached hereto, including Exhibits A through G-2 and the City's statement, shall be fully incorporated herein as if a part of this Agreement.

13. Final Completion of the infrastructure improvements and Work shall occur on the date when the Work contemplated under this Agreement is complete and accepted as being in substantial compliance with the terms and conditions of the applicable permits issued for the infrastructure improvements and Work in writing by the City. This date of Final Completion and acceptance shall be confirmed by a Certificate of Final Completion signed by the City the issuance of which shall not be unreasonably withheld.

14. If the Developer is delayed at any time in the commencement or progress of the infrastructure improvements and Work by any cause beyond the control of the Developer (or its Contractors, Subcontractors, Subcontractors or Material Suppliers), then Developer shall be entitled to an equitable extension of the time for performance. Examples of causes beyond the control of the Contractor include, but are not limited to, the following: unreasonable delay in processing by the City, changes in the Work or the sequencing of the Work ordered by the City, or arising from decisions of the City that impact the time of performance of the Work, labor disputes not involving the City, fire, encountering Hazardous Materials, adverse weather conditions not reasonably anticipated, and concealed or unknown conditions.

15. **Initial Dispute Resolution.** If a dispute arises out of or relates to this Agreement, the parties shall endeavor to settle the dispute first through direct discussions between the parties' representatives, who shall have the authority to settle the dispute. If the parties' representatives are not able to promptly settle the dispute, the senior management of the parties, who shall have the authority to settle the dispute, shall meet within twenty one (21) days after the dispute first arises.

16. **Director of Planning and Building Determination.** Pursuant to Project Condition of Approval Item 6, the Director of Planning and Building or his/her designee in the exercise of reasonable discretion shall have the authority to determine whether the infrastructure improvements and Work complies with the terms and conditions of the project approval and of this Agreement.

17. **Appeal of Director of Planning and Building Determination.** Developer may appeal the Director of Planning and Building's Determination to the Planning Commission within the time period set forth in Oakland Municipal Code ("OMC") Section 17.132.020.

18. **Writ of Mandate.** If the Developer disputes the Planning Commission's final determination, then Developer may challenge the City's determination by filing a Writ of Mandate within the time period allowed pursuant to state law.

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EXHIBIT C

Special Conditions

ADDRESS: 8750 Mountain Boulevard **APN:** 043A-4675-003-23; 043A-4675-047-01; 048-6870-001-00; 037A-3152-008; 037A-3152-009

DEVELOPER Oak Knoll Venture Acquisition, L.L.C. **PX PERMIT No.** PX1700067

1. Developer shall, either directly or through properly licensed, bonded and insured contractors, subcontractors and material suppliers, provide, furnish, and perform all necessary design, engineering, architectural, and construction services, provide and furnish all necessary supplies, housing, materials, equipment, and all necessary supervision, labor, and services required for the engineering, design, procurement, quality assurance, and inspection, construction, installation, startup, checkout, testing, site cleanup, and (as applicable) for the training of Developer's personnel, required by, pursuant to, in accordance with or consistent with (as applicable) this Agreement and the Developer's estimate attached hereto at Exhibit A, including without limitation all bonds, insurance, warranties and performance guarantees, and in accordance with all applicable laws, rules, regulations, orders and decrees of all authorities having jurisdiction (together, the **infrastructure improvements and Work**).

2. Construction of the infrastructure improvements and Work shall conform with the design and recommendations of the following licensed professionals:

a. Land Survey: Davis Thresh, PLS No. 6868, expires 9/30/2020

Map entitled: Vesting Tentative Tract Map No. 9320, Sheets 1-33, dated 8/31/2017

b. Engineer of Record: George Lenfesty, PE 45920, expires 12/31/2020

c. Geotechnical Engineer: Randy Hildebrant, GE 3090, expires 9/30/2020

d. Hydrological Engineer: George Lenfesty, PE 45920, expires 12/31/2020

3. Construction of the infrastructure improvements and Work shall conform to "Best Management Practices" and the requirements of the Oakland Municipal Code and by the State Water Resources Control Board - San Francisco Bay for noise mitigation, fugitive dust control, erosion control, and storm water pollutant run-off mitigations.

4. Construction of the infrastructure improvements and Work shall conform with the requirements of the following related permits:

Creek Protection CP15032; Tree Removal T1500124; Grading GR1700151

5. Construction Hours of Operation shall conform to the requirements of Conditions of Approval and Oakland Municipal Code, Section 3304.11 (more stringent requirement shall control). Construction generated noise shall further conform to the requirements of Oakland Municipal Code section 17.120. No work shall be permitted on weekends and holidays, on Holiday Restricted streets, without the written

permission of the Assistant Director, Dept. of Transportation.

6. Without limiting any other requirement in this Agreement, Developer and its contractor shall comply with, and require all subcontractors to comply with, all applicable laws relating to payment of wages, including without limitation:

- a. All applicable wage and hour laws, including without limitation California Labor Code sections 1776 and 1810-1815, and the City's Minimum Wage Ordinance (codified at Oakland Municipal Code section 5.92.020);
- b. All prevailing wage laws, including without limitation Labor Code Section 1774, all laws relating to preparation, maintenance and submission of payroll records confirming payment of prevailing wages, and (if applicable) the federal Davis-Bacon Act; and
- c. Posting of required jobsite notices.

7. All infrastructure improvements and Work shall comply with Developer's approved Final Development Plan: Master Developer Site Improvements.

8. In the event the City issues a final map for any phase of the Oak Knoll Project prior to the formation of the CFD required by Condition of Approval Item 53 (as defined in Plans and Specifications), Developer acknowledges and agrees that Developer shall remain responsible for the maintenance of those portions of the infrastructure improvements and Work to be dedicated to the City and to be maintained by the CFD until such time as the CFD is formed and undertakes such maintenance responsibilities.

9. **Notice To Cure A Default.** If Developer is in material breach of a provision of this Agreement, Developer may be deemed in default of this Agreement. In such case, the City shall provide a Notice to Cure a Default in a form that reasonably notifies Developer of the default. If Developer fails within five (5) working days after written notification to Developer and the Performance and Payment Bond surety, to commence and continue satisfactory correction of such default with diligence and promptness, then City without prejudice to any other rights or remedies may:

- supply workers and materials, equipment and other facilities as the City deems necessary for the satisfactory correction of the default, and charge the cost to Developer, who shall be liable for the payment of same; and
- Contract with others to perform such part of the Work as the City determines shall provide the most expeditious correction of the default, and charge the cost to Developer;

10. **City's Right To Terminate For Default.** If, within five (5) working days of receipt of a Notice to Cure a Default pursuant to Paragraph 9 above, Developer fails to commence and satisfactorily continue correction of the Default set forth in the Notice to Cure, the City shall, as a condition to termination, notify Developer and the Performance and Payment bond surety that it intends to terminate this Agreement for default absent appropriate corrective action within seven (7) additional calendar days. After the expiration of the additional seven (7) calendar day period, the City may terminate this Agreement by written notice absent appropriate corrective action. Termination for default is in addition to any other remedies available to City under this Agreement or applicable Law. In the event City

exercises its rights under this Paragraph 9, upon the request from Developer the City shall furnish to Developer a detailed accounting of the cost incurred by City. City may only make a demand on the Performance and Payment Bonds following a termination for default. The obligations of the surety under the Performance and Payment Bonds are conditioned upon City satisfying the obligations of paragraphs 9 and 10.

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EXHIBIT D

Plans and Specifications

ADDRESS: 8750 Mountain Boulevard **APN:** 043A-4675-003-23; 043A-4675-047-01; 048-6870-

001-00; 037A-3152-008; 037A-3152-009

DEVELOPER Oak Knoll Venture Acquisition, L.L.C.

PX PERMIT No. PX1700067

1. All infrastructure improvements and Work shall conform to the plans prepared by the Engineer of Record and entitled "Oak Knoll – Phase 1 PX Permit," submitted under BKF Engineering Title Sheet (sheet 1) and including Civil Drawings dated 8/23/2019 (Proactive Engineering) sheets 3-59; Joint Trench Drawings dated 8/16/2019 (Giacalone Engineering) sheets 60-87; Landscape Plans dated 6/11/2019 (PGA Landscape Architects), sheets 92-136; Pavement Delineation and Traffic Signal Plans dated 8/22/2019 (BKF Engineering), sheets 137-144; and all modifications thereto, as approved by the Assistant Director, Dept. of Transportation or his designee, which are attached hereto.
2. All infrastructure improvements and Work shall conform to the specifications prepared by the Engineer of Record dated: 8/23/2019 and all modifications thereto, as approved by the Assistant Director, Dept. of Transportation, which are attached hereto.
3. All infrastructure improvements and Work shall conform with the requirements of the Special Provisions to the Green Book for Oakland entitled "Standard Specifications For Public Works Construction (year) 2015 Edition", as amended and supplemented by City of Oakland ordinance 12498 C.M.S.
4. All infrastructure improvements and Work shall conform with the requirements of the City of Oakland construction design, entitled "Standard Details For Public Works Construction (year) 2015 Edition", as established by ordinance 12498 C.M.S.
5. Prefabricated materials incorporated into the Work shall have prior written approval of the Assistant Director, Dept. of Transportation, and shall conform to installation recommendations of the product manufacturers.
6. All infrastructure improvements and Work shall conform with the requirements of the Final Development Plan: Master Developer Site Improvements dated September 22, 2017 (FDP):
7. All infrastructure improvements and Work shall conform with the Conditions of Approval dated October 18, 2017 for Oakland City Planning Commission Case File Numbers: PLN15378; PLN15378-ER01; PLN15378-PUDF01; PLN15378-PUDF02; CP15032; and TTM8320 (COA or Conditions of Approval), including the following exhibits:
 - Exhibit A: Equivalent Housing Unit Summary
 - Exhibit B: Oak Knoll Ownership and Maintenance Matrix
 - Exhibit C: Project Phasing Diagram
 - Exhibit D: Phase 1 Diagram
 - Exhibit E: Extension of Barcelona Street
8. All infrastructure improvements and Work shall conform with the Vesting Tentative Tract Map No 8320, City Submittal #3 September 25, 2017.

9. All infrastructure improvements and Work shall conform with the Oak Knoll PUD Permit and Oak Knoll Preliminary Development Plan dated September 2017.
10. All infrastructure improvements and Work shall conform with the Oak Knoll Supplemental EIR Standard Conditions of Approval / Mitigation Monitoring and Reporting Program, dated June 5, 2017 (SCA/MMRP).
11. All infrastructure improvements and Work shall conform with the Oak Knoll Design Guidelines, dated July 2017;
12. All infrastructure improvements and Work shall conform with the Conditional Use Permit for Shared Access Facilities, dated October 18, 2017.
13. All infrastructure improvements and Work shall conform with the Creek Protection Permit and Rifle Range Creek Hydrology Report Restoration Plan Preliminary Creek Protection Creek Protection Permit and Creek Restoration Plan, updated August 25, 2016.
14. All infrastructure improvements and Work shall conform with the Tree Permit T1500124, including Tree Permit Decision, issued by City of Oakland, Public Works Agency, dated 10/19/2017, including Tree Permit Mapbook, and Tree Removal Permit Package Oak Knoll Mixed Use Development Project, dated January 2017.
15. All infrastructure improvements and Work shall conform with the Greenhouse Gas Reduction Plan (GGRP), as included in the April 27, 2017 Final Supplemental EIR.
16. Residential driveway locations in the Project are not approved by the City at the time of issuance of the PX Permit, as no development application has been submitted or approved for any individual lot served by the driveways shown on the plans. Any and all driveways constructed under the PX Permit are subject to demolition, relocation, and/or reconstruction requirements and related sidewalk, landscaping, street, or other repair at the time of future development application submittals but only if the City determines that the location of the driveways as installed precludes development of the individual lots in conformance with the Oak Knoll Preliminary Development Plan, OK-D zoning and Oak Knoll Design Guidelines.

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EXHIBIT E

Responsibilities

ADDRESS: 8750 Mountain Boulevard APN: 043A-4675-003-23; 043A-4675-047-01; 048-6870-

001-00; 037A-3152-008; 037A-3152-009

DEVELOPER Oak Knoll Venture Acquisition, L.L.C.

PX PERMIT No. PX1700067

The Developer shall employ the services of the Engineer of Record during construction, who shall periodically visit the site to assure that the work and the materials and equipment incorporated therein conform with the plans and specifications and any modifications thereto, as approved by the Assistant Director, Dept. of Transportation,, and with the standard conditions of the Infrastructure Permit and the Special Conditions of this Agreement

Engineer
Of Record

signature

Date

10/07/19

Print Name George Lenfesty

1. The Developer shall also employ the services of a Materials Testing Laboratory during construction, as required by the standard conditions of the Infrastructure Permit and the Special Conditions of this Agreement and approved by the Assistant Director, Dept. of Transportation, that shall periodically visit the site and sample, test, and analyze the installation of imported and in situ materials incorporated in the infrastructure improvement to assure conformance with the plans and specifications and any modifications thereto, as approved by the Assistant Director, Dept. of Transportation.

2. The Developer shall also employ the services of Special Inspectors during construction, as required by the standard conditions of the Infrastructure Permit and Special Conditions of this Agreement and approved by the Assistant Director, Dept. of Transportation,, who shall periodically visit the site and observe the installation of equipment and imported and in situ materials incorporated therein to assure conformance with the plans and specifications and any modifications thereto, as approved by the Assistant Director, Dept. of Transportation or his designee.

3. The Developer shall also employ other licensed professionals, as required by the Special Conditions of this Agreement, who shall periodically visit the site and provide specialized services, including boundary and topographical survey and soils, hydrological, and geotechnical observation, to assure that the construction and the materials and equipment incorporated therein conform their design and installation recommendations and any modifications hereto, as approved by the Assistant Director, Dept. of Transportation or his designee.

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EXHIBIT F

Securities and Estimated Cost of Construction

ADDRESS: 8750 Mountain Boulevard **APN:** 043A-4675-003-23; 043A-4675-047-01; 048-6870-

001-00; 037A-3152-008; 037A-3152-009

DEVELOPER Oak Knoll Venture Acquisition, L.L.C. **PX PERMIT No.** PX1700067

Engineer of Record's Estimated Cost of Construction (See Exhibit A)

1. Performance Security

☐ **Bond** (copy attached; original document filed with Records)
surety _____ control no. _____

☐ **Cash/cashier's check** (deposited in a City account; interest will *not* be paid upon refund)
bank _____ control no. _____

☐ **Assignment of Certificate of deposit** (copy attached; original document filed with Records)
bank _____ control no. _____

☐ **Irrevocable instrument of credit** (copy attached; original document filed with Records)
bank _____ control no. _____

2. Payment Security

☐ **Bond** (copy attached; original document filed with Records)
surety _____ control no. _____

☐ **Cash/cashier's check** (deposited in a City account; interest will *not* be paid upon refund)
bank _____ control no. _____

☐ **Assignment of Certificate of deposit** (copy attached; original document filed with Records)
bank _____ control no. _____

☐ **Irrevocable instrument of credit** (copy attached; original document filed with Records)
bank _____ control no. _____

3. **Maintenance Security**

To be posted following the date of final approval of the Infrastructure Permit (Notice of Completion).

☐ **Bond** (copy attached; original document filed with Records)
surety _____ control no. _____

☐ **Cash/cashier's check** (deposited in a City account; interest will *not* be paid upon refund)
bank _____ control no. _____

☐ **Assignment of Certificate of deposit** (copy attached; original document filed with Records)
bank _____ control no. _____

☐ **Irrevocable instrument of credit** (copy attached; original document filed with Records)
bank _____ control no. _____

DOT / Engineering Services
Staff Initials: JG

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'Revised Original'

EXHIBIT G-1
PAYMENT BOND

Labor and Material Payment Bond

BOND NUMBER: 1001124438

ADDRESS: 8750 Mountain Blvd.

OWNER: Oak Knoll Venture Acquisition, LLC

PARCEL No.: _____

PRINCIPAL: Oak Knoll Venture Acquisition, LLC

PERMIT: _____

AMOUNT: \$4,097,525.00

Whereas, the City of Oakland, State of California through the Assistant Director of the Department of Transportation, and Oak Knoll Venture Acquisition, LLC (Principal) have entered into an agreement whereby Principal agrees to install and complete certain designated improvements (Work), which said agreement is identified as Agreement Private Construction of Infrastructure (Developer FDP Site Improvements) (Agreement) and is hereby referred to and made a part hereof; and

Whereas, under the terms of the Agreement, the Principal is required before entering upon the performance of the Work, to file a good and sufficient payment bond with the City of Oakland to secure the claims to which reference is made in Title 3 (commencing with Section 9000) of Part 6 of Division 4 of the Civil Code.

Now, therefore, the Principal and the undersigned as corporate surety, are held firmly bound unto all contractors, subcontractors, laborers, material suppliers, and other persons employed in the performance of the agreement and referred to in Title 3 (commencing with Section 9000) of Part 6 of Division 4 of the Civil Code (Claimants) in the sum of four million ninety-seven thousand five hundred twenty-five and 00/100 Dollars (\$4,097,525.00), for materials furnished or labor thereon of any kind, or for amounts due under the Unemployment Insurance Act with respect to this Work or labor, that the surety will pay the same in an amount not exceeding the amount hereinabove set forth, and also in case suit is brought upon this bond, will pay, in addition to the face amount thereof, costs and reasonable expenses and fees, including reasonable attorney's fees, incurred by Claimants in successfully enforcing this obligation, to be awarded and fixed by the court, and to be taxed as costs and to be included in the judgment therein rendered.

It is hereby expressly stipulated and agreed that this bond shall inure to the benefit of any and all persons, companies, and corporations entitled to file claims under Title 3 (commencing with Section 9000) of Part 6 of Division 4 of the Civil Code, so as to give a right of action to them or their assigns in any suit brought upon this bond.

Should the condition of this bond be fully performed, then this obligation shall become null and void, otherwise it shall be and remain in full force and effect.

In witness whereof, this instrument has been duly executed by the principal and surety above named, on the 8th day of August, 2018.

PRINCIPAL

Oak Knoll Venture Acquisition, LLC

SURETY

American Contractors Indemnity Company

Signature



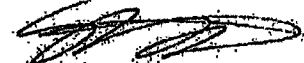
Print Name

STEPHAN Z. BLUFF

Title

AUTHORIZED SIGNATORY

Signature



Print Name Shane Wolf

Title Attorney-in-Fact

(Notarizations of all signatures and Surety signer's corporate authorization required)

ALL-PURPOSE CERTIFICATE OF 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 }

County of Orange }

On August 6, 2019 before me, Susan E. Morales, Notary Public
(Please insert name and title of the officer)

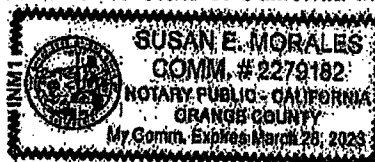
personally appeared Shane Wolf
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s)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

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

WITNESS my hand and official seal.

Susan E. Morales
Notary Public Signature

(Notary Public Seal)



ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

Bond #1001124438

(Title or description of attached document)

American Contractors Indemnity Company

(Title or description of attached document continued)

Number of Pages 2 Document Date 8/6/19

CAPACITY CLAIMED BY THE SIGNER

- ☐ Individual (s)
☐ Corporate Officer

(Title)

- ☐ Partner(s)
☒ Attorney-in-Fact
☐ Trustee(s)
☐ Other _____

INSTRUCTIONS FOR COMPLETING THIS FORM

This form complies with current California statutes regarding notary wording and, if needed, should be completed and attached to the document. Acknowledgments from other states may be completed for documents being sent to that state so long as the wording does not require the California notary to violate California notary law.

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. he/she/they, is/are) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
 - Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
 - Indicate title or type of attached document, number of pages and date.
 - Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document with a staple.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

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

State of California)

County of ORANGE)

On AUGUST 8, 2019 before me, ELIZABETH MENICUCCI, NOTARY PUBLIC

Date

Here Insert Name and Title of the Officer

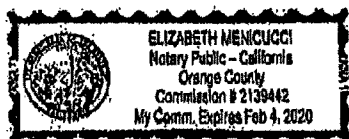
personally appeared STEPHAN E. ELIEFF

Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.



Signature

Elizabeth Menicucci
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

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

Description of Attached Document

Title or Type of Document: _____ Document Date: _____

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

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

☐ Corporate Officer — Title(s): _____

☐ Partner — ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other: _____

Signer is Representing: _____

Signer's Name: _____

☐ Corporate Officer — Title(s): _____

☐ Partner — ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other: _____

Signer is Representing: _____

'Revised Original'

EXHIBIT G-2 PERFORMANCE BOND

Faithful Performance Bond

BOND NUMBER: 1001124438

ADDRESS: 8750 Mountain Blvd.

OWNER: Oak Knoll Venture Acquisition, LLC

PARCEL No.: _____

PRINCIPAL: Oak Knoll Venture Acquisition, LLC

PERMIT: _____

AMOUNT: \$8,195,050.00

Whereas, the City of Oakland, California, through the Assistant Director of its Department of Transportation, (City) and Oak Knoll Venture Acquisition, LLC (Principal) have entered into an agreement whereby Principal agrees to install and complete certain designated improvements (Work), which said agreement is identified as Agreement Private Construction of Infrastructure (Developer FDP Site Improvements) (Agreement) and is hereby referred to and made a part hereof; and

Whereas, Said Principal is required under the terms of said Agreement to furnish a bond for the faithful performance of said Agreement.

Now, therefore, we, the Principal and American Contractors Indemnity Company, as surety, are held and firmly bound unto the City in the penal sum of ~~eight million one hundred ninety-five thousand fifty and 00/100~~ eight million one hundred ninety-five thousand fifty and 00/100 dollars (\$8,195,050.00) lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, successors, executors and administrators, jointly and severally, firmly by these presents.

The condition of this obligation is such that, if the Principal shall in all things stand to and abide by and well and truly keep and perform the covenants, conditions and provisions in the said Agreement and any alteration thereof made as therein provided, on his or their part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and save harmless City of Oakland, its officers, agents and employees, as therein stipulated, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect.

It is further stipulated and agreed that any Home Owner's Association ("HOA"), Mello-Roos Community Facilities District ("CFD"), or Geologic Hazard Abatement District ("GHAD"), whether in existence on the date hereof or established in the future, which obtains title to or responsibility for any portion of the improvement/Work under this Agreement, is for that portion an express third-party beneficiary of this Agreement.

As a part of the obligation secured hereby and in addition to the face amount specified therefor, there shall be included costs and reasonable expenses and fees, including reasonable attorney's fees, incurred by either party in successfully enforcing the terms and obligations of this agreement, all to be taxed as costs and included in any judgment rendered.

The surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Agreement or to the Work to be performed thereunder or the specifications accompanying the same shall in anywise affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Agreement or to the Work or to the specifications. Notwithstanding the foregoing, City agrees that it will give Surety notice of any single change that increases the penal sum of this Bond by 15% or more and of any change that, in the aggregate with all other changes, increases the penal sum of this Bond by 30% or more.

In the event that City serves a Notice of Default upon the Surety pursuant to Paragraph [9] of the Special Conditions in the Agreement and thereafter terminates the Principal pursuant to the Agreement, and if City is not in default under the Agreement, then the Surety shall have the duty to take over and complete the Work; provided, however, that if the Surety, within a reasonable time after service of such notice by City, fails to provide City with a written acknowledgment that the Surety will take over and complete the Work, then by further written notice to the Surety by City, the City may elect to take over the Work and prosecute the same to completion, by contract or by any other method City may deem advisable, for the account and at the expense of the Principal and Surety shall be liable to the City for any cost or damages occasioned to the City thereby, including those costs and expenses described in Government Code §66499.4; and in such event, City, without liability for so doing, may take possession of, and utilize in completing the Work, such materials, appliances, plant and other property belonging to Principal or its contractors as may be on the site of the work and necessary therefore.

In witness whereof, this instrument has been duly executed by the principal and surety above named, on the 8th day of August, 2019.

PRINCIPAL

Oak Knoll Venture Acquisition, LLC

SURETY

American Contractors Indemnity Company

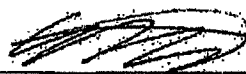
Signature



Print Name STEPHAN Z. BLUFF

Title AUTHORIZED SIGNATORY

Signature



Print Name Shane Wolf

Title Attorney-in-Fact

(Notarizations of all signatures and Surety signer's corporate authorization required)

ALL-PURPOSE CERTIFICATE OF 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 }

County of Orange }

On August 6, 2019 before me, Susan E. Morales, Notary Public
(Here insert name and title of the officer)

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

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

WITNESS my hand and official seal.

Susan E. Morales
Notary Public Signature

(Notary Public Seal)



ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

Bond #1001124438

(Title or description of attached document)

American Contractors Indemnity Company

(Title or description of attached document continued)

Number of Pages 2 Document Date 8/6/19

CAPACITY CLAIMED BY THE SIGNER

- ☐ Individual (s)
☐ Corporate Officer

(Title)

- ☐ Partner(s)
☒ Attorney-in-Fact
☐ Trustee(s)
☐ Other _____

INSTRUCTIONS FOR COMPLETING THIS FORM

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 - ♦ Indicate title or type of attached document, number of pages and date.
 - ♦ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document with a staple.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1180

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

State of California)
County of ORANGE)

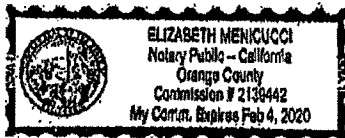
On AUGUST 8, 2019 before me, ELIZABETH MENICUCCI, NOTARY PUBLIC
Date Here Insert Name and Title of the Officer

personally appeared STEPHAN E. BLIEFF
Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.



Signature [Signature]
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

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

Description of Attached Document

Title or Type of Document: _____ Document Date: _____

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

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

☐ Corporate Officer -- Title(s): _____

☐ Partner -- ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other: _____

Signer Is Representing: _____

Signer's Name: _____

☐ Corporate Officer -- Title(s): _____

☐ Partner -- ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other: _____

Signer Is Representing: _____

Exhibit C
Engineer's Estimate for the Phase 1b Improvements

BKF Engineers
300 Frank H. Ogawa Plaza, Ste 380
Oakland, CA 94612

OAK KNOLL
ENGINEER'S ESTIMATE
ADDITIONAL ITEMS
4/15/2022

| ADDITIONAL SITE IMPROVEMENTS | | | | | |
|-------------------------------------|--|-----------------|-------------|------------------|-------------------|
| ITEM | DESCRIPTION | QUANTITY | UNIT | UNIT COST | TOTAL COST |
| 1 | PARCEL 7 - 4" VCP Sanitary Sewer Service (with plug) | 800 | LF | \$120.00 | \$96,000 |
| 2 | PARCEL 7 - Sanitary Sewer Cleanout | 28 | EA | \$1,800.00 | \$50,400 |
| 3 | Phase 1 Street Monuments | 44 | EA | \$7,250.00 | \$319,000 |

SITE UTILITY IMPROVEMENTS **\$465,400**

TOTAL CIVIL IMPROVEMENTS - PARCEL 7 **\$465,400**
COST PER UNIT **N/A**

