

0227011232

Old Republic Company

recording requested by:

CITY OF OAKLAND

when recorded mail to:

City of Oakland
CEDA - Building Services
Dalziel Administration Building
250 Ogawa Plaza - 2nd Floor
Oakland, CA 94612
Attn: City Engineer

OH
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HT



2012400512

FILED
OFFICE OF THE CITY CLERK

11/30/2012 09:03 AM

OFFICIAL RECORDS OF ALAMEDA COUNTY
PATRICK O'CONNOR
RECORDING FEE: 0.00



14 PGS

space above for Recorder's use only

No Fee Gov't Code
#27383

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SUBDIVISION IMPROVEMENT AGREEMENT

Deferred Construction of Public Infrastructure Improvements

2847 Peralta Street

Parcel Map 10032

This Agreement is between **Peralta Street, LLC, a California Limited Liability Company** and their successors or assigns, affiliated companies or corporations, parent companies or corporations, or partners, and the **City of Oakland (CITY)**, a California municipal corporation.

RECITALS

The DEVELOPER is the owner in fee title and subdivider of a lot located within the corporate limits of the City of Oakland, which is identified by the Alameda County Assessor as parcel numbers 007 - 0589-018-02, 007 -0589-018-03, 007 -0589-016, 007 -0589-018-17, 007 -0589-018-23 and by the CITY as 2847 Peralta Street, 2811 Helen Street, 2825 Helen Street, 2829 Helen Street and 2850 Hannah Street, who has presented a proposed Parcel Map, which is identified as Parcel Map 10032, to the City of Oakland that proposes that proposes a voluntary merger of the previously subdivided lots of this platted land and its re-subdivision as two developable lots, *exhibit B, attached hereto.*

As a condition precedent to the approval by the City of Oakland of the proposed Parcel Map, the CITY requires construction of public infrastructure improvements within these on-site dedicated rights-of-way and easements and off-site on other CITY rights-of-way that customarily include 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.

The DEVELOPER has asked the CITY and local public utility companies to accept the permanent maintenance of the required public infrastructure improvements shown on the construction plans accompanying permit number PX1200074, and included in *Exhibit A*, attached hereto.

Construction of the required public infrastructure improvements, however, has not commenced nor been accepted by the CITY. Consequently and in consideration of the approval of the proposed Parcel Map and the required public infrastructure improvements, the parties desire to establish an Agreement binding the

DEVELOPER to complete the required improvements within the time duration set forth in paragraph 4 below.

THEREFORE, it is agreed as follows:

1. Approval of Parcel Map

Approval of the proposed Parcel Map for the subdivision of Parcel Map 10032 by the CITY shall be conditioned upon recordation of this Agreement with the Alameda County Recorder, as well as DEVELOPER's satisfactory performance of its obligations specified in this Agreement, as determined by the CITY.

2. Construction of Improvements

The DEVELOPER shall construct all required on-site and off-site public infrastructure improvements in strict accordance with all permits, specifications, plans and applicable CITY standards and performance criteria as specified in *Exhibit A* and set forth below in paragraph 3, Special Conditions.

3. Special Conditions

The DEVELOPER shall comply with the special conditions as follows:

A. Public infrastructure shall conform to the performance criteria specified in Oakland Municipal Code Chapter 16.16 - Design Standards and in Standard Details for Public Works Construction 2004 Edition and Standard Specifications for Public Works Construction 2009 Edition.

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

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

D. Performance standards for the construction of public infrastructure improvements shall comply with the requirements of Oakland Municipal Code chapter 17.120 and with regional, state, and federal regulations for "Best Management Practices" for erosion and sedimentation control.

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 Improvements

A. All construction of required public infrastructure improvements shall be completed by the DEVELOPER within one (1) year of the date of recordation of this Agreement, except those improvements for which another completion date is stated in *Exhibit A* or set forth above in paragraph 3, Special Conditions. Construction shall not be deemed complete until the public infrastructure permit has been finalized and an unconditional Certificate of Completion has been issued by the City Engineer.

B. The City Administrator may extend the time for completion of the required public infrastructure improvements. Upon consultation with the City Engineer, the City Administrator shall be the sole and final judge as to whether or not good cause has been shown to entitle the DEVELOPER to an extension under this paragraph 4B.

C. An extension may be granted without notice to the DEVELOPER'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, DEVELOPER 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 DEVELOPER's performance, the extension shall be void.

5. Acceptance of Dedications and Ownership of Improvements

Upon final approval of the public infrastructure improvement permit and unconditional issuance of a Certificate of Completion, all irrevocable offers of dedication of public rights-of-way and public easements will be accepted by the CITY, and all improvements required by this Agreement shall become the sole property of the CITY. The CITY will subsequently accept the permanent maintenance of these improvements as set forth below in paragraphs 7, Maintenance, and 8, Guarantee and Warrantee.

6. Responsibility for Dedications and Improvements

Until the Certificate of Completion is unconditionally issued, the DEVELOPER shall give good and adequate warning to the public of each and every defective or dangerous condition existing or arising within all 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 DEVELOPER until such time as the Certificate of Completion is unconditionally issued.

7. Maintenance of Improvements

Until one (1) year has elapsed following unconditional issuance of the Certificate of Completion, the DEVELOPER shall maintain the construction of the required public infrastructure improvements and shall immediately perform or cause to be performed at its sole expense all necessary repairs, replacements, additions, or other corrective actions.

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

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

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

9. Inspection of Construction

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

10. Payment of Fees and Penalties and Accrued Interest

Prior to issuance of the Certificate of Completion and prior to acceptance by the CITY of the on-site and off-site required public infrastructure improvements for permanent maintenance, the DEVELOPER 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 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 DEVELOPER fails to perform its obligations under this Agreement, DEVELOPER, as the subdivider, consents to the reversion to acreage of the land which is the subject to this Agreement pursuant to Government Code section 66499.16 and to bear all applicable costs.

12. Property Acquisition

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

13. Security

The DEVELOPER 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 **\$224,472**, which is the full amount (one-hundred percent) of the City Engineer's total estimated cost for constructing the on-site and off-site required public infrastructure improvements, to secure faithful performance of this Agreement by the DEVELOPER; and

2. Labor and Materials Bond in a face amount not less **\$112,236**, which is one-half of the full amount (fifty percent) of the City Engineer's total estimated cost for constructing the on-site and off-site required public infrastructure improvements, to secure payment by the DEVELOPER to its contractor, subcontractors, laborers and material men 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.

B. Pursuant to Government Code section 66499.4, the obligation guaranteed by each bond shall include costs and reasonable expenses and fees, including reasonable attorneys' 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.

Maintenance Bond in a face amount not less than \$ **56,118**, which is one-quarter (twenty-five percent) of the full amount of the City Engineer's total estimated cost for constructing the required on-site and off-site public infrastructure improvements, to secure faithful performance of paragraphs 7, Maintenance, and 8, Guarantee and Warrantee, above. This Maintenance Bond shall remain in effect for not less than one year after the date of the unconditional issuance of the Certificate of Completion of the required public infrastructure improvements.

14. Alternative Security

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

15. Hold Harmless

The DEVELOPER shall indemnify, defend and hold the CITY and its officers, officials, employees, representatives, agents and volunteers harmless against any and all claims, injuries, damages, losses and suits, including attorney fees and expert witness fees, arising out of or in connection with the performance of this Agreement, except for injuries and damages directly caused by the sole gross negligence of the CITY and its officers, official, employees, representative, agents, or volunteers.

Not in limitation of the foregoing, DEVELOPER further agrees to defend and protect the CITY and its officers, officials, employees, representatives, agents and volunteers from all liability or claim because of, or arising out of the use of any patent or patented articles in the construction of said improvements.

DEVELOPER 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 and its officers, officials, employees, representatives, agents or volunteers.

This indemnification clause shall survive the termination of this Agreement.

16. Insurance Required

DEVELOPER shall procure and maintain for the duration of the Agreement sufficient insurance against claims for injuries to persons or damages to property that may arise from or in connection with the performance of the work hereunder by the DEVELOPER 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 Contractor 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 Contractor shall comply with the provisions of section 3700 of the California Labor Code before commencing performance of the work under this Agreement and thereafter as required by that code.

4. **Professional Liability/ Errors/ Omissions** insurance with limits not less than **\$1,000,000.00**.

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

C. Deductibles and Self-Insured Retentions

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

1. the insurer shall reduce or eliminate such deductibles or self-insured retentions with respect to the CITY and its officers, officials, employees, agents and volunteers, or
2. the DEVELOPER shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

D. Other Insurance Provisions

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

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

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

4. The DEVELOPER'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 and its officers, officials, employees, representatives, agents, and volunteers for losses arising from work performed by the DEVELOPER for the CITY.

6. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled, except for non-payment of premium, by either party, except after thirty (30) days prior written notice by certified mail, return receipt required, has been given to the CITY. In the event the policy is canceled for non-payment of premium, ten (10) days prior written notice, as stated above, will be given.

E. Acceptability of Insurers

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

F. Verification of Coverage

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

G. Subcontractors

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

17. Participation in Benefit Districts

The DEVELOPER 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

EXHIBIT A

BKF Engineers

1646 N. California Blvd., Suite 400
Walnut Creek, CA 94596
925.940.2200, 925.940.2299 Fax

BKF JOB NO. 20055122
Estimate Date: 5/29/12

PERALTA STREET - PUBLIC IMPROVEMENTS					
Opinion of Probable Cost Analysis for P-Job Permit					
(Lot 1, 2A, and 2B included)					
ITEM	DESCRIPTION	UNIT PRICE	QUANTITY	UNIT	AMOUNT
A STORM DRAINAGE SYSTEMS					
1	12" RCP Storm Drain	\$75.00	485	LF	\$36,375
2	Storm Drain Curb Inlet	\$2,500.00	5	EA	\$12,500
3	Connect to Existing Storm Drain	\$2,500.00	2	EA	\$5,000
TOTAL STORM DRAINAGE					\$53,875
B CONCRETE					
1	PCC Sidewalk	\$6.00	10,145	SF	\$60,870
2	Curb & Gutter	\$20.00	710	LF	\$14,200
3	Curb Ramps	\$2,500.00	2	EA	\$5,000
TOTAL CONCRETE					\$80,070
C PAVING					
1	Full Depth (12") AC Plug	\$5.00	8,280	SF	\$41,400
3	Concrete Driveway approach	\$10.00	372	SF	\$3,720
TOTAL GRADING & PAVING					\$45,120
D DEMOLITION					
1	Remove AC pavement on public streets	\$1.25	10,985	SF	\$13,731
2	Remove curb and gutter	\$5.00	120	LF	\$600
3	Remove concrete	\$2.00	3,715	SF	\$7,430
4	Clearing and Grubbing	\$0.10	9,790	SF	\$979
5	Remove water meter box	\$100.00	2	EA	\$200
6	Relocate sign	\$90.00	1	EA	\$90
7	Remove fence	\$2.00	985	LF	\$1,970
TOTAL DEMOLITION					\$25,000
CONSTRUCTION COSTS					\$204,065
10% CONTINGENCY					\$20,407
TOTAL					\$224,472

This Agreement pertains to and runs with the real property included within Parcel Map No. 7919, which land is expressly agreed to benefit from the privileges granted to DEVELOPER under this Agreement, and binds the beneficiaries, heirs, assigns, and successors in interest of the DEVELOPER.

20. Attachments

The following documents are incorporated into this Agreement by reference:

- CITY permits: Public Infrastructure PX 1200074
- Planning TPM 10032; CMV12025; DR12063
- Creek Protection n.a. Building n.a.
- Grading GR1200058

Subdivision: Parcel Map 10032 City Engineer's Estimate of the Cost of Improvements

Insurer: Liberty Surplus Insurance Corp. Surety: International Fidelity Insurance Company

21. Constructive Notice

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

22. Effective Date

This Agreement shall not become effective until recorded as provided in paragraph 21 above.

IN WITNESS WHEREOF, the DEVELOPER has caused its name to be subscribed hereto, and the CITY has caused its name to be affixed hereto on the dates indicated below.

DEVELOPER

signature

PERALTA STREET, LLC
BY: EMERALD FUND, INC
ITS: MANAGER

BY: ^{name} TIM VRAHEL
ITS: CFO

date

10/16/12

CITY OF OAKLAND

signature

Raymond M. Derania
City Engineer

* notarized acknowledgment required

EXHIBIT A

State of California)
County of San Francisco)

CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

On 10/16/2012 before me, Glenn Turner, Notary Public
(here insert name and title of the officer)

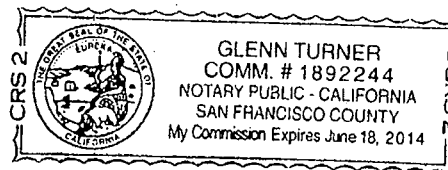
personally appeared TIM VRABEL

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

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

WITNESS my hand and official seal.

Signature [Handwritten Signature]



(Seal)

OPTIONAL INFORMATION

Although the information in this section is not required by law, it could prevent fraudulent removal and reattachment of this acknowledgment to an unauthorized document and may prove useful to persons relying on the attached document.

Description of Attached Document

The preceding Certificate of Acknowledgment is attached to a document titled for the purpose of SUBDIVISION IMPROVEMENT ENGINEERING containing 1 pages, and dated 10/16/2012

The signer(s) capacity or authority is/are as:

- Individual(s)
- Attorney-in-Fact
- Corporate Officer(s) _____
Title(s)

- Guardian/Conservator
- Partner - Limited/General
- Trustee(s)
- Other: _____

representing: _____
Name(s) of Person(s) or Entity(ies) Signer is Representing

Additional Information

Method of Signer Identification

Proved to me on the basis of satisfactory evidence:
 form(s) of identification credible witness(es)

Notarial event is detailed in notary journal on:
Page # _____ Entry # _____

Notary contact: _____

Other

- Additional Signer(s)
- Signer(s) Thumbprint(s)
- _____

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

STATE OF CALIFORNIA }
COUNTY OF ALAMEDA } SS.

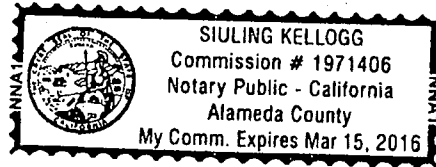
On November 16, 2012 before me, Siuling Kellogg, Notary Public, personally appeared Raymond M Derania, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

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

WITNESS my hand and official seal.

Siuling Kellogg

Siuling Kellogg



Siuling Kellogg
Commission # 1971406
Notary Public - California
Alameda County
My Comm. Expires Mar 15, 2016

Exhibit B

The land referred to is situated in the County of Alameda, City of Oakland, State of California, and is described as follows:

PARCEL ONE:

Portion of Lot 11, Block N, Lands of the Peralta Homestead Assn., filed April 17, 1868, Map Book 3, Page 26, Alameda County Records, described as follows:

Beginning at a point on the Western line of Helen Street, formerly Hellen Street, distant thereon Southerly, 325 feet from the Southern line of 32nd, formerly a Street; running thence along said line of Helen Street Southerly, 25 feet; thence at a right angle Westerly, 133 feet; thence at a right angle Northerly, 25 feet; and thence at a right angle Easterly, 133 feet to the point of beginning.

PARCEL TWO:

A portion of Lots 11 and 12, in Block N, Map of the Lands of the Peralta Homestead Association, filed April 17, 1868, Map Book 3, Page 26, Alameda County Records, described as follows:

Beginning at a point on the Western line of Helen Street, distant thereon Southerly, 350.00 feet from the point of intersection thereof with the Southern line of 32nd Street, as said Streets are shown on said Map; running thence Southerly along said line of Helen Street, 100.00 feet; thence at a right angle Westerly 133.00 feet to a point on the Eastern line of Parcel of land described in the Deed from Harmon L. Richards, to P.B.R. Properties, Inc., a California Corporation, Recorded May 6, 1959, in Book 9017 OR, Page 534; thence at a right angle Northerly along the last named line, a distance of 100.00 feet; thence at a right angle Easterly, 133.00 feet to the point of beginning.

PARCEL THREE:

Lot 4, and the Northwestern 50 feet of Lot 3, in Block N, according to the Map of the Lands of the Peralta Homestead Assn., filed April 17, 1868, in Book 3 of Maps, Page 26, Alameda County Records.

PARCEL FOUR:

Portion of Lot 1, in Block "N" as said Lot and Block are shown on the "Map of the Lands of the Peralta Homestead Assn. Oakland, Alameda Co.," filed April 17, 1868, in Book 3 of Maps, at Page 26, in the Office of the County Recorder of Alameda County, described as follows:

Beginning at the intersection of the Eastern line of Hannah Street as shown on said Map with the Northwestern line of Peralta Street, as said Street now exists 80 feet wide; and running thence along said line of Hannah Street Northerly 141.71 feet thence at right

angles Easterly 133 feet; thence at right angles Southerly 16.34 feet to said Northwestern line of Peralta Street; and thence along said last named line Southwesterly 182.77 feet to the point of beginning.

PARCEL FIVE:

Portion of Lots 12 and 13, in Block "N", as said Lot and Block are shown on the "Map of the lands of the Peralta Homestead Assn., Oakland, Alameda Co.," filed April 17, 1868, in Book 3 of Maps, at Page 26, Alameda County Records, described as follows:

Beginning at the intersection of the Northwestern line of Peralta Street, 80 feet wide, with the Western line of Helen St, formerly Horton Street, as said last named Street is shown on said Map; running thence along said line of Helen Street Northerly 40 feet, more or less, to a point distant thereon Southerly 450 feet from the Southern line of 32nd Street, as said Street is shown on said Map; thence at right angles Westerly 133 feet; thence at right angles Southerly, along the last named line, 50 feet; thence at right angles Easterly 61.90 feet to the Northwestern corner of the tract of land described in the Deed by Luise Caddy to Joseph De Veere, dated June 21, 1920, Recorded June 25, 1920, in Book 2943 of Deeds, at Page 192, Alameda County Records; thence Southerly parallel with said line of Hellen Street, and the extension thereof, 59.09 feet to the said line of Peralta Street, thence along the last named line Northeasterly 97.67 feet to the point of beginning.

PARCEL SIX:

Beginning at a point on the Northwesterly line of Peralta Street, distant thereon Southwesterly Ninety-Seven (97) feet, Eight (8) inches from the point of intersection thereof with the Southwesterly line of Helen or Horton Street; running thence Southwesterly along said line of Peralta Street; Eighty-Five and 11/100 (85.11) feet; thence Northerly parallel with Hannah Street, One hundred sixteen (116) feet, nine (9) inches; thence at right angles Easterly Sixty-One and 90/100 and 90/100 (61.90) feet; thence Southerly Fifty-Eight and 40/100 (58.40) feet and to the point of beginning.

Being a portion of Lot thirteen (13), in Block "N" as laid down and delineated upon that certain Map entitled, "Map of the Lands of the Peralta Homestead Assn., Oakland, Alameda County," filed April 17, 1868, in the Office of the County Recorder of said Alameda County, said Block "N" being identical with Block Numbered 786, as per Boardman's Map of Oakland and Vicinity on file in the said County Recorder's Office.

PARCEL SEVEN:

Beginning at a point on the Eastern line of Hannah Street, distant thereon Southerly, 500 feet from the point of intersection thereof with the Southern line of 32nd, formerly "A" Street; running thence Southerly along said line of Hannah Street, 100 feet; thence at right angles Easterly, 133 feet; thence at right angles Northerly, 100 feet, thence at right angles, Westerly 133 feet, to the point of beginning.

Being Lot No. 2, in Block Lettered "N", as said Lot and Block are delineated and so designated upon that certain Map entitled, "Map of the Lands of the Peralta Homestead Assn., Oakland, Alameda County, surveyed April 4, 1868", etc., filed April 17, 1868, in the Office of the County Recorder of said Alameda County, said Block "N" being identical with Block No. 786 as per Boardman's Map of Oakland and Vicinity, on File in the said County Recorder's Office of Alameda County.

PARCEL EIGHT:

Beginning at a point on the Eastern line of Hannah Street distant thereon 286 feet, 8 inches, Northerly from the Northwestern line of Peralta Street (being that recognized prior to the widening of said Peralta Street) running thence Northerly along the said Eastern line of Hannah Street 50 feet; thence at right angles Easterly 133 feet; thence at right angles Southerly 50 feet; and thence at right angles Westerly 133 feet to the point of beginning.

Being the Southern 1/2 of Lot 3, in Block "N" as said lot and block are shown on the "Map of the Lands of Peralta Homestead Assn." filed April 17, 1868, in Book 3 of Maps, at Page 26, Alameda County Records.

PARCEL NINE:

A portion of Lot 11, Block N, Map of the Lands of the Peralta Homestead Association, filed April 17, 1968, Map Book 3, Page 26, Alameda County Records, described as follows:

Beginning at a point on the Western line of Helen Street, formerly Horton Street, distant thereon Southerly, 300 feet from the intersection thereof with the Southern line of 32nd Street, formerly "A" Street, thence Southerly along said line of Helen Street, 25 feet, thence Westerly, parallel with said line of 32nd Street, 133 feet; thence Northerly, parallel with said line of Helen Street, 25 feet, and thence Easterly, parallel with said line of 32nd Street, 133 feet to the point of beginning.

Assessor's Parcel Numbers:

007-0589-016;
007-0589-017;
007-0589-018-02;
007-0589-018-03
007-0589-023