

AGREEMENT

(SUBDIVISION IMPROVEMENT AGREEMENT)

THIS SUBDIVISION IMPROVEMENT AGREEMENT (Tract 8213) (the "Agreement") is made by and between the **CITY OF ALAMEDA**, a municipal corporation in the County of Alameda, State of California, hereinafter called "**City**," and Clifford E. Mapes, a California Corporation, hereinafter called "**Developer**" and dated this ____ day of _____, 2015.

WITNESSETH:

WHEREAS, Developer is in possession of a tract of land lying in the City of Alameda, County of Alameda, State of California, known as Tract 8213, hereinafter called "**Subdivision**" and more particularly described in Exhibit "A" attached hereto; and

WHEREAS, the Tentative Map of the Tract 8213 was approved with conditions by the City Council on October 2, 2012, which conditions are on file in the Public Works Department and incorporated herein by this reference; and

WHEREAS, the Final Map of the Subdivision has been reviewed by the City's Public Works and Planning Directors and found to be in compliance with the approved Tentative Map; and

WHEREAS, State Subdivision Map Act (Government Code Section 66410, et. seq.) (the "**Map Act**") and Chapter 30 of the Alameda Municipal Code require the execution of this Agreement relating to improvements required to be hereinafter constructed prior to the approval by the City Council of the Final Map.

NOW, THEREFORE, in consideration of the mutual covenants, promises and agreements herein contained, the parties hereto mutually agree as follows:

1. **Construction Obligation:**

(a) Developer agrees at Developer's sole cost and expense to cause all improvements identified in the conditions to the approval of the Subdivision to be made and completed to the City's satisfaction within two (2) years from the date City has executed this Agreement. A copy of such conditions is on file in the Public Works Department.

(b) No extension of time shall be made except upon the basis of a written application made by Developer to the Public Works Director stating fully the grounds of the

application and facts relied upon for such an extension. Any extension may be conditioned upon an increase in security and inspection fees to reflect current costs. Neither such extension nor other delay by City shall constitute a waiver of any of the obligations of Developer or Developer's surety.

2. Easements and Permits: Developer shall, at Developer's sole cost and expense: a) provide any and all rights of way and easements which may be necessary or convenient for the Subdivision and its required improvements b) obtain all necessary permits and licenses for the construction of the required improvements c) give all necessary notices and d) pay all fees and taxes required by law.

3. Performance of the Work: Construction shall commence within a reasonable time. Developer agrees to perform the work of construction of all improvements for the Subdivision in a workmanlike and professional manner, in accordance with all requirements of State and local law, including the Alameda Municipal Code, Public Works Standard Specifications, or any subsequent revisions thereof, and according to the plans and specifications approved by the Public Works Director, prepared by McKean Engineering entitled "Tract 8213 Improvement Plans," filed in the office of the City's Public Works Director. Developer agrees that all details and notes shown on the aforementioned plans shall be made a part of the improvements.

4. Modifications: Developer reserves the right to modify said plans and specifications as the development progresses should unforeseen conditions occur, providing written approval is first obtained from the Public Works Director. City also reserves the right to make or require reasonable modifications to the plans and specifications whenever field conditions and/or public safety require such modifications. Developer shall pay the City for all costs including, without limitation, plan check and inspection costs resulting from any such modifications. Developer shall provide personal supervision of the work on the improvements or have a competent contractor, foreman or superintendent on the work at all times during progress with authority to act for Developer.

5. Compliance and Inspection: All development activity shall be in compliance with conditions of approval of the Subdivision and measures imposed to mitigate adverse environmental effects of the project including any monitoring program(s). All improvements shall be inspected by City for compliance with City standards, plans, specifications, and Subdivision regulations. Concurrent with the execution of this Agreement Developer shall pay to City all costs associated with all City Public Works inspections and Public Works engineering and administrative expenditures through completion of the improvement and acceptance of improvements by the City Council.

6. Access to Work: Developer shall allow City's duly authorized representatives access to the work at all times and shall furnish them with every reasonable facility for ascertaining that the methods, materials, and workmanship comply with the requirements and intent of the approved plans. Developer is required to give at least one (1) day's advance notice of the date upon which work is commenced and the date upon which the work is to be completed. City may reject defective work and require its repair, replacement, or removal by Developer, all at no expense to City.

7. Street Trees:

(a) Developer agrees to plant street trees of the designated species, in accordance with improvement plans and Standard Specifications of the City, along all public streets fronting the subdivision as shown on the improvement plans.

(b) Developer shall maintain (including replacement) the street trees (other than those street trees City has assumed responsibility for planting pursuant to (a) above) in a healthy, vigorous and growing condition, for a period of one (1) year after each tree is planted. Developer shall deposit with the City \$100.00 per tree (the "Maintenance Deposit") to guarantee that the trees will be maintained for the one year period. All trees must be in a healthy, vigorous, growing condition at the end of the one year maintenance period or the replacement of the tree and/or extension of the maintenance period will be required at the discretion of the Community Resources Director. At its option, City may use the Maintenance Deposit to maintain/replace the street tree. Any remaining Maintenance Deposit shall be returned to the Developer upon satisfactory completion of the maintenance period.

9. Street Sweeping: Developer agrees to keep the public right-of-way clean and clear of building materials on all streets where homes are occupied. If the Developer constructs the subdivision in phases, Developer agrees to pay for the cost of the City street sweeper to sweep the streets in front of the completed homes until the subdivision is accepted for maintenance by the City.

10. Trench Paving: Developer agrees to maintain all excavations in existing streets in a safe condition until the permanent paving is installed. Temporary paving shall be installed at the end of each work day and the paved street area kept opened and available for traffic. Each side of the trench shall be cut to a neat line prior to the placement of the permanent pavement. If the permanent pavement is not installed within the time limits stated on the plans, or as directed by the Engineer, Developer agrees to pay City to repave the trench, at the rate of \$6.00 per square foot.

11. Undergrounding of Utilities: Developer agrees to place underground services to existing structures as well as all new utility lines to and within the Subdivision.

12. Cable Television: Developer shall provide trenches for Cable Television facilities at no cost to the cable franchise.

13. City Services: Developer agrees to be financially responsible for all required City services provided to subdivision residents prior to acceptance of improvements by City.

14. Developer Not Agent of City: Neither Developer nor any of Developer's agents or contractors are or shall be considered to be agents of City in connection with the performance of Developer's obligations under this agreement.

15. Developer Responsibility for Work: Until such time as the improvements are accepted by City, Developer shall be responsible for, and bear the risk of loss to, any of the improvements constructed or installed. Until such time as all improvements required by this agreement are fully completed, passed final inspection and, if to be dedicated to the City, are and

accepted by City, Developer will be responsible for the care, maintenance of, and any repairs or reconstruction to remedy any damage to such improvements. City shall not, nor shall any officer or employee thereof, be liable or responsible for any accident, loss or damage, regardless of cause, happening or occurring to the work or improvements specified in this agreement prior to the completion and acceptance of the work or improvements. All such risks shall be the responsibility of and are hereby assumed by Developer.

16. Obligation to Warn Public: Until final acceptance of the improvements, Developer shall give good and adequate warning to the public of each and every potentially dangerous condition which exists in said improvements, and will take all reasonable actions to protect the public from such condition(s).

17. Sale or Disposition of Subdivision: Developer is the owner of the subject property or owner has also executed this Agreement to indicate consent to the terms herein. The sale or other disposition of this property will not relieve such parties from the obligations set forth herein. If the property or any portion of the property within the Subdivision is sold to any other person, the Developer may request a novation of this Agreement and a substitution of security. Upon approval of the novation and substitution of securities, the Developer may obtain a release or reduction of the securities required by this Agreement. Nothing in the novation shall relieve the Developer of the obligations under Paragraphs 30 and 31 for the work or improvements done by or on behalf of Developer. Developer shall give written notice to City within ten (10) days after close of escrow of any sale or transfer of all or any portion of subject property and any assignment of this Agreement, specifying the name or names of the assignee, the Assignee's mailing address, the amount and location of the land sold or transferred, evidence of the express assumption of the obligations hereunder, and the name and address of a single person or entity to whom any notice relating to this Agreement shall be given.

18. Improvement Security: In order to insure full and faithful performance of this Agreement and in accordance with the requirements of the Subdivision Map Act and local implementing ordinances, Developer shall file with this Agreement the following security in the type and amounts specified:

(a) Faithful performance security in the sum of \$ 191,685.30 to cover all costs of public improvements, which is equivalent to one hundred percent (100%) of the approved engineer's estimate for the cost of improvement including a twenty percent (20%) contingency.

(b) Labor and materials security in the sum of \$ 191,685.30 to ensure payment in full of all persons, firms and corporations who perform labor or furnish materials for work done on said public improvements, which is equivalent to one hundred percent (100%) of the approved engineer's estimate for the cost of improvement including a twenty percent (20%) contingency.

19. Form of Security: All security shall be of a type specified in Government Code §66499(a)(1), (2), or (3), and must be satisfactory to and be approved by the City Attorney as to form. In conjunction with the submittal of bonds, the successful bidder shall furnish the following information:

(a) The original, or a certified copy, of the unrevoked appointment, power of attorney, bylaws, or other instrument entitling or authorizing the person who executed the bonds to do so; and

(b) A certificate from the Clerk Alameda County that the certificate of authority of the insurer has not been surrendered, revoked, canceled, annulled, or suspended, or in the event that it has, that renewed authority has been granted.

Certificates of deposit shall not be deemed to be satisfactory security unless such certificates provide that the City is the owner of record of such funds. The City shall be the sole indemnity named on any instrument required by this Agreement. In addition to the full amount of the security, there shall be included costs and reasonable expenses and fees including attorney's and expert's fees incurred in enforcing the obligation secured.

20. Cash Security: Developer shall, upon execution of this Agreement, deposit with City \$5,000.00 to be applied at the discretion of City to correct minor deficiencies that may arise during or after the construction of the Subdivision. Upon notice by City, Developer shall pay sufficient monies to City to maintain this cash deposit until inspection of all the improvements and acceptance of public improvement. Any unexpended amount will be returned to Developer at the time all bonds and securities are released.

21. Acceptance of Improvements: No improvement shall be accepted by the City unless and until it is free of all liens and encumbrances, free of all material defects and conditions which may create a hazard to the public health, safety, or welfare and until Developer has set and established survey monuments in accordance with the Final Map and to the satisfaction of the Public Works Director. Upon completion of final inspection of the improvements described herein, the Developer shall comply with Section 3093 of the Civil Code and shall forthwith deliver to the Public Works Director a copy of the notice of completion required by said section bearing certification of recordation by the County Recorder. In addition, all properties, rights-of-ways, easements, and other interests to be dedicated to the City shall be, before acceptance thereof by the City, free and clear of all liens and encumbrances of any kind or character whatsoever and free of any and all material defects and conditions creating a hazard to public health or public safety.

22. Guarantee and Security: Developer guarantees that all improvements shall be free from defects of materials or work quality and shall perform satisfactorily for a period of at least one (1) year from and after acceptance of such improvements by City as complete, and the Developer shall repair any defects in any such improvements and replace any defective improvements which cannot be repaired and which occur or arise within said one (1) year period at Developer's own expense. Should Developer fail to act promptly or in accordance with this requirement, or should the exigencies of the case require repairs or replacements to be made before Developer can be notified, City may, at its option, make the necessary repairs or replacements or contract for the necessary work and Developer shall pay to City the actual cost of such repairs as well as all administrative expenses incurred by City.

23. Exoneration of Surety: City shall not be required to exonerate any surety, release any security relating to satisfactory completion of the improvements or issue occupancy permits

until acceptance of proposed public improvements by the City or, in the case of improvements which will not be dedicated to and accepted by City, until the improvements have passed final inspection by City. In addition, release of security, exoneration of sureties and issuance of occupancy permits will be predicated upon the receipt of required maintenance and/or warranty agreements and security therefor as well as payment of all outstanding fees and reimbursements due City pursuant to this Agreement.

24. Building Permit Requirements: Prior to issuance of any building permit, Developer shall comply with all conditions precedent to issuance, including without limitation, the Uniform Fire Code requirements relating to access and water supply. Developer shall also pay the applicable Property Development Excise Tax as well as all required fees.

25. Default of Developer: Default of Developer shall include, but not be limited to, Developer's failure to timely commence construction or the development under this agreement; Developer's failure to timely complete construction of the improvements; Developer's failure to timely cure any defect in the improvements; Developer's failure to perform substantial construction work for a period of twenty (20) calendar days after commencement of the work; Developer's insolvency, appointment of a receiver, or the filing of any petition in bankruptcy either voluntary or involuntary which Developer fails to discharge within thirty (30) days; the commencement of a foreclosure action against the Developer or a portion thereof, or any conveyance in lieu or in avoidance of foreclosure; or Developer's failure to perform any other obligation under this Agreement. Developer shall notify the Public Works Director of Developer's insolvency, appointment of a receiver, the filing of a petition for bankruptcy, the commencement of a foreclosure action, or any correspondence in lieu thereof.

In addition to specific provisions of this agreement, performance by either party shall not be deemed to be in default where delays or defaults are due to war; terrorism; insurrection; riots; floods; earthquakes; fires; quarantine restrictions; court order; or any other similar causes beyond the control or without the fault of the party claiming an extension of time to perform.

26. Remedies in Event of a Default: In the event of Developer's default: (beyond any reasonable cure periods and subsequent to City's written notice to Developer of such default):

(a) City reserves to itself all remedies available to it at law or in equity. Any remedies specified herein are in addition to and not in lieu of other remedies available to City. Developer agrees that City has full discretion in choosing the remedy or remedies to pursue and that the failure of City to take enforcement action shall not be construed as a waiver of that or any subsequent default or breach.

(b) Developer, the surety and any person, firm, partnership, entity, corporation, or association claiming any interest in the real property hereinabove described and each of them shall totally reimburse City for its reasonable costs and expenses (including reasonable attorneys fees and costs) including interest thereon at the maximum rate allowed by law from the date of notification of such cost and expense until paid. Such obligation for reimbursement shall not be limited by the amount of the estimates set forth or by such security as may have been provided to City in connection with this Agreement. Such amounts and interest accrued thereon shall constitute a lien on the subject property.

(c) City may enter onto the subject property, take over the work and prosecute the same to completion by contract or any other method City deems advisable, 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 Developer which may be on the site of the work and necessary performance of the work.

(d) City may record a Notice of Violation against all lots in the Subdivision, revert the Subdivision to acreage and/or withhold or revoke all building, zoning and occupancy permits.

27. Hold Harmless; Duty to Defend and Indemnify:

(a) The Developer shall be solely responsible and save City harmless for all matters relating to the payment of Developer's employees and agents, including compliance with social security, withholding and all other regulations governing such matters.

(b) Attacks to City's Approval of Project: Developer shall hold harmless, defend, and indemnify City, its City Council, boards, commissions, officers, officials, directors, employees, and agents (collectively, "Indemnitees") from and against any claim, action, or proceeding against the City or its agents, officers, and employees to attack set aside, void, or annul an approval of the City concerning the Subdivision, which action is brought within the time period provided for in Government Code Section 66499.37. The City shall promptly notify Developer of any claim, action, or proceeding and the City shall cooperate fully in the defense. If the City fails to promptly notify Developer of any claim, action, or proceeding, or if the City fails to cooperate in the defense, Developer shall not hereafter be responsible to defend, indemnify, or hold harmless the City.

(c) Claims Related to Injury to Persons or Property: Developer further agrees that it will hold harmless, defend, and indemnify the Indemnitees from and against any or all loss, liability, claims, lawsuits, costs and expenses whatsoever (including costs of defense and reasonable attorneys' fees) and damages of every kind caused to any person or to the property of any person which may occur on any portion of the Subdivision then owned by Developer and caused by any acts or omissions of the Developer or its agents, servants, employees or contractors in the performance of its duties under this Agreement.

28. Insurance:

(a) Without limiting Developer's indemnification provided herein, Developer shall take out and maintain at all times during the term of this Agreement, with an insurance company that is acceptable to City and licensed to do insurance business in the State of California, the following policies of insurance with insurers (if other than the State Compensation Fund) with a current A.M. Best's rating of no less than A:VII, or its equivalent, against injury to persons or damage to property which may arise from or in connection with the performance of work hereunder by Developer, its agents, employees or subcontractors:

(i) Comprehensive or Commercial General Liability Insurance at least as broad as Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001) in the following minimum limits: bodily injury: \$1,000,000 each occurrence, \$2,000,000 aggregate – all other; and property damage: \$1,000,000 each occurrence, \$2,000,000 aggregate. If submitted, combined single limit policy with aggregate limits in the amounts of \$2,000,000 will be considered equivalent to the required minimum limits shown above. If work involves explosives, underground or collapse risks, XCU must be included. If a general aggregate limit is used, either the general aggregate limit shall apply separately to this project or the general aggregate shall be twice the required occurrence limit. The amount of any deductible or self-insured retention over \$100,000.00 shall be declared and security posted guaranteeing payment of losses and defense costs. Said policy shall contain, or be endorsed with, the following provisions:

(A) The City, its officers, employees and agents, are covered as insureds for liability arising out of the operations performed by or on behalf of the Developer, including materials, parts or equipment furnished in connection with such work or operations, with coverage to include products and completed operations of Developer and premises owned, occupied or used by Developer. The coverage shall contain no special limitations on the scope of protection afforded to the City, its officers, agents and employees.

(B) The policy shall not be canceled or materially reduced in coverage without thirty (30) days prior written notice (ten (10) days for non-payment of premium) to City by certified mail.

(C) The inclusion of more than one insured shall not operate to impair the rights of one insured against another insured, and the coverage afforded shall apply as though separate policies had been issued to each insured, but the inclusion of more than one insured shall not operate to increase the limits of the insurer's liability.

(D) For claims related to this project, the Developer's insurance is primary coverage to the City, and any insurance or self-insurance programs maintained by the City is excess to Developer's insurance and will not be called upon to contribute with it.

(E) Any failure to comply with reporting or other provisions of the parties, including breach of warranties, shall not affect coverage provided to City, its officers, employees and agents.

(ii) Automobile Liability, with coverage at least as broad as Insurance Services Office form number CA 0001 06 92, Code 1 (any auto), in the following minimum limits: bodily injury: \$1,000,000 each occurrence; property damage: \$1,000,000 each occurrence; or combined single limit: \$2,000,000 each occurrence. The amount of any deductible or self-insured retention over \$100,000.00 shall be declared to and approved by the City. Said policy shall contain, or be endorsed with, the provision that coverage shall not be canceled nor reduced in coverage without thirty (30) days prior written notice (10 days for non-payment of premium) to City by certified mail.

(iii) Developer shall cause the construction contractors and subcontractors to provide the following insurance coverages:

(A) Commercial, broad form general liability insurance, including contractual liability, products and completed operations, in an amount not less than \$1,000,000, combined single limit. If such insurance is provided under a blanket policy, a separate general liability and completed operations aggregate limit shall apply to the Subdivision; at least \$1,000,000 shall be primary and the remainder may be maintained, as applicable, as umbrella or excess liability coverage. Developer shall use its reasonable efforts to cause the completed operations coverage to be maintained for at least five (5) years following completion of construction.

(B) Liability insurance for owned, hired and non-owned vehicles, in an amount not less than \$1,000,000, combined single limit.

(C) Workers' compensation, as required by law, and employer's liability in an amount not less than \$1,000,000.

(D) Solely with respect to the contractor or subcontractor which will be handling hazardous materials while performing work, contractor's pollution liability insurance, in an amount not less than \$2,000,000, per pollution incident and in the aggregate. The phrase "handling hazardous materials" as used herein shall include without limitation containing, labeling and removal.

(E) Pollution liability insurance required for hazardous materials excavation, in an amount of \$2,000,000, per pollution incident and in the aggregate.

(F) Builders risk insurance, in the amount of \$2,000,000.

(iv) Developer shall cause its geotechnical and civil engineering consultants to maintain professional liability insurance. Such professional liability insurance will have an inception date or a retroactive date coinciding with or prior to the date their services are first performed and coverage shall continue uninterrupted until at least five (5) years after the date the work or the services are accepted.

(b) Prior to City's execution of Agreement, Developer shall provide properly executed certificates of insurance and endorsements, signed by a person authorized by the insurer to bind coverage on its behalf, evidencing the insurance required herein on forms approved by the City. The amount of any policy deductible or self-insured retention over \$100,000.00 shall be included. Such certificates, which do not limit Developer's indemnification, shall also contain substantially the following statement: "Should any of the above insurance covered by this certificate be canceled or coverage reduced before the expiration date thereof, the insurer affording coverage shall provide thirty (30) days' advance written notice to the City of Alameda by certified mail, "Attention: Risk Manager." Endorsements naming the City, its City Council, boards and commissions, officers, and employees as additional insured shall be submitted with the insurance certificates.

(c) Contractor shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverage for subcontractors shall be subject to all the requirements stated herein.

(d) In the event the City has agreed to allow the general contractor to provide the required insurance, Developer shall provide City with a letter naming such contractor. Work on the project may then only continue as long as that general contractor is engaged as the general contractor on the job. No other general contractor may be substituted unless and until a letter naming the new general contractor is provided to City along with the necessary evidence of all required insurance.

(e) In the event of loss due to any of the perils for which Developer has agreed to provide comprehensive general and automotive liability insurance pursuant to this Agreement, Developer shall look solely to its insurance for recovery. Developer hereby grants to City, on behalf of any insurer providing comprehensive general and automotive liability insurance to either Developer or City with respect to the obligations of Developer herein, a waiver of any right to subrogation which any such insurer of the Developer may acquire against City by virtue of the payment of any loss under such insurance.

(f) If Developer at any time during the term of this Agreement should fail to secure or maintain the foregoing insurance in this Section 24, City shall be permitted to obtain such insurance in Developer's name or as an agent of the Developer and shall be compensated by Developer for the costs of the insurance premiums at the maximum rate permitted by law and computed from the date written notice is received that the premiums have not been paid.

(g) City, its City Council, boards and commissions, officers, and employees shall be named as an additional insured under all insurance coverages, except worker's compensation insurance. The naming of an additional insured shall not affect any recovery to which such additional insured would be entitled under the policy if not named as such additional insured. An additional insured named in the policy shall not be held liable for any premium, deductible portion of any loss, or expense of any nature on the policy or any extension thereof. Any other insurance held by an additional insured shall not be required to contribute anything toward any loss or expense covered by the insurance provided by the policy.

(h) The insurance limits required by City are not represented as being sufficient to protect Developer. Developer is advised to consult Developer's insurance broker to determine adequate coverage for Developer.

25. Notices: Any notice required or permitted to be delivered hereunder shall be in writing and shall be deemed received upon personal delivery or upon delivery by facsimile provided that confirmation of the facsimile delivery occurs prior to 5:00 p.m. Pacific Time and is followed by delivery of a "hard" copy to the addresses listed below or, if sent by mail, three (3) business days following its deposit in the United States mail, postage prepaid, certified mail, return receipt requested, or, if sent by FedEx or other reliable overnight courier, on the next business day following dispatch, and in any such events addressed to the City or Developer, as the case may be, at the addresses set forth below (or such other address as a party may specify by notice given pursuant to this Section):

City: City of Alameda
2263 Santa Clara Avenue
Alameda, CA 94501
Attention: City Attorney
Telephone: (510) 747-4750
Facsimile: (510) 747-4704

with copy to: City of Alameda
950 West Mall Square, Room 110
Alameda, CA 94501
Attention: City Engineer
Telephone: (510) 747-7937
Facsimile: (510) 769-6030

Developer: Clifford E. Mapes
A California Corporation
14 Grass Valley Court
Oakland, CA 94605
Attention: Clifford Mapes
Telephone: (510) 914-2657
Email: moflava56@aol.com

23. Attorneys' Fees: In the event any party to this Agreement brings an action to enforce or interpret the provisions of this Agreement, the prevailing party in such action shall be entitled to recover reasonable attorneys' fees from the other party, whether or not such action or proceeding is prosecuted to judgment. This provision shall be in addition to any provisions regarding attorneys' fees set forth in the bonds securing this Agreement.

24. Governing Law: This Agreement shall be construed and interpreted according to California law, and any action to enforce the terms and conditions of this Agreement or for the breach thereof shall be brought and tried in the County of Alameda, California.

25. Time of Essence: Time is of the essence.

26. Severability: The provisions of this Agreement are severable. If any portion is held invalid by a court of competent jurisdiction, the remainder of this Agreement shall remain in full force and effect.

27. Entire Agreement: This Agreement constitutes the entire agreement with respect to the subject matter and all modifications, amendments or waivers under this Agreement must be in writing and signed by the authorized representatives of the parties. In the case of City, the appropriate party shall be the Public Works Director.

28. Reference: Any reference to a department manager shall include his or her duly authorized deputy or representative.

29. Recordation: Upon request by City, Developer agrees to execute and

acknowledge a memorandum of this Agreement for recordation with the County Recorder. By recordation of this Agreement or a memorandum hereof, it is parties' intent to provide notice to future purchasers that the obligations and benefits set forth shall run with the land. At its option City may record the agreement or memorandum or may require Developer, at Developer's cost, to record such Agreement or memorandum and may withhold City permits until proof of recordation is provided to City.

IN WITNESS WHEREOF, the duly authorized representatives of Developer and City have executed this Agreement as of the date first above written.

CLIFFORD E. MAPES
A California Corporation

Name
Title



APPROVAL
Name
Title



CITY OF ALAMEDA,
A Municipal Corporation

Elizabeth D. Warmerdam
Interim City Manager


RECOMMENDED FOR

Liam Garland
Acting Public Works Director



APPROVED AS TO FORM:

Andrico Penick
Assistant City Attorney


8/27/15

LIM
DOC No. 2002-388604

MAPES
DOC No. 2002-197801

MAPES
DOC No. 2002-055214

DRAINAGE EASEMENT
5173 OR 178
SEN No. 42/11448
1002
5104/237E
17497

VERSAILLES AVENUE

TILDEN WAY

MAPES RANCH
TRACT 8213
BEING A SUBDIVISION OF THOSE
CERTAIN PARCELS OF LAND
GRANTED TO CLIFFORD E. MAPES,
INC. BY CORPORATION GRANT
DEED RECORDED FEBRUARY
7, 1990, BY DOCUMENT 90-03860
ALAMEDA COUNTY RECORDS.
ALAMEDA, CALIFORNIA

JANUARY 2015 ~ SCALE: 1"=20'

FERNSIDE BOULEVARD

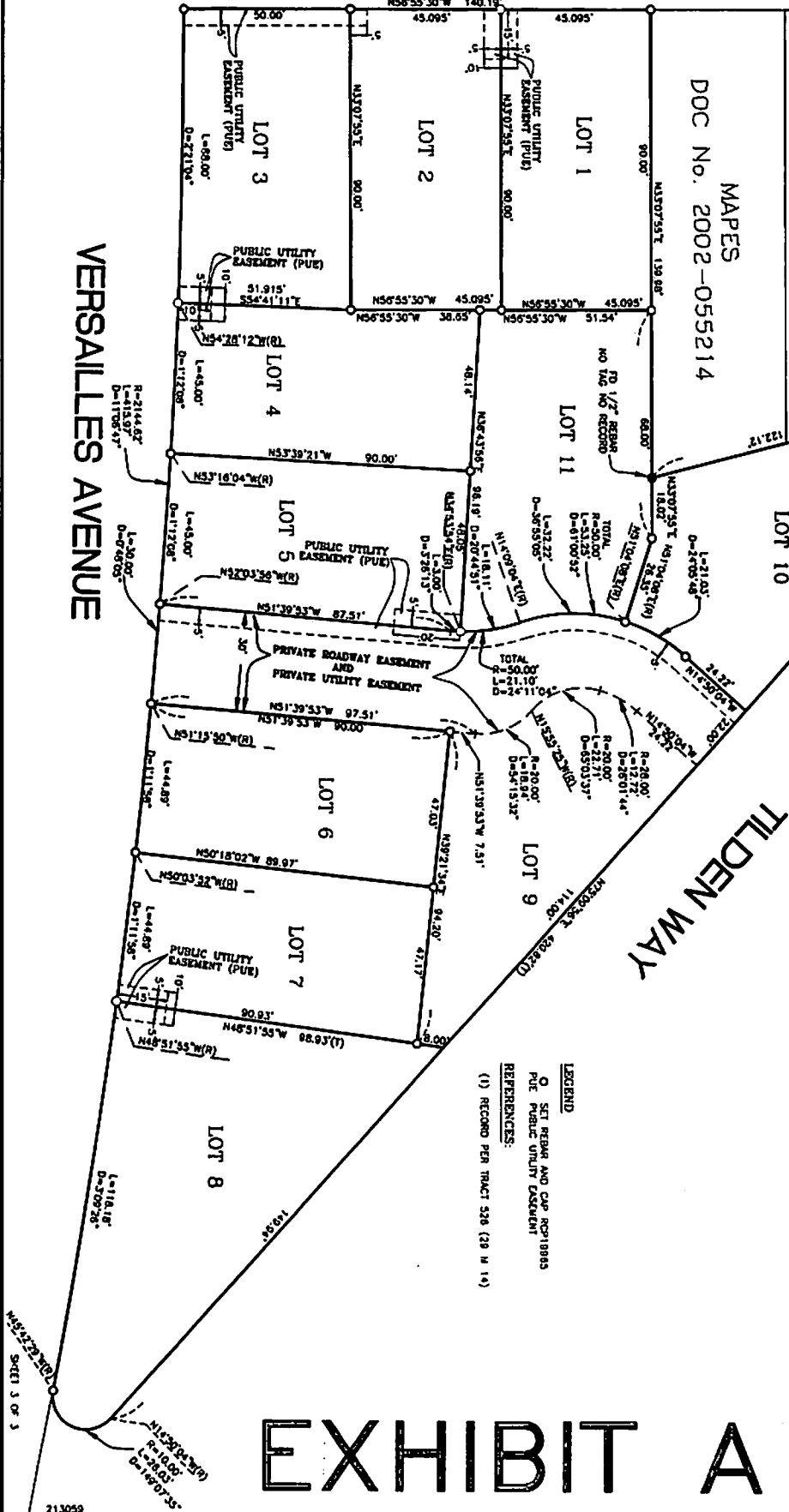


EXHIBIT A

Recording requested by:

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When recorded mail to:

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**DECLARATION OF SUPPLEMENTAL COVENANTS, CONDITIONS AND
RESTRICTIONS AND ROADWAY MAINTENANCE AGREEMENT
FOR
MAPES RANCH, TRACT 8213**

This Declaration of Supplemental Covenants, Conditions and Restrictions and Roadway Maintenance Agreement (hereinafter referred to as Supplemental Declaration) is made this _____ day of _____, 2015 by _____ a California corporation, (hereinafter referred to as Declarant). Declarant is the owner of that certain real property (hereinafter referred to as Property) situated in the City of Alameda, County of Alameda, State of California particularly described as:

Lots 1 through 11, inclusive, as shown on that certain Map entitled: "Mapes Ranch, Tract 8213" filed _____, 201____ in Book ____ of Maps, Page _____, Alameda County records.

APN: 070-0196-040 and 070-0196-041

Declarant has deemed it necessary to impose an additional plan for the improvement and development of the Property for the purpose of enhancing and protecting the value, desirability and attractiveness thereof. All deeds, conveyances, encumbrances, and written instruments of whatsoever kind or character hereafter made or executed which affect the title to the Property or any part thereof in any manner whatsoever, shall be subject to the covenants, conditions and restrictions contained in the Declaration and contained in the Supplemental Declaration herein. Except as hereinafter provided, the Declaration and Supplemental Declaration shall run with the land and be binding upon undersigned and their heirs, successors and assigns.

NOW THEREFORE, Declarant declares as follows:

1. RESIDENTIAL USE

No lot or any dwelling on a lot shall be used for commercial, manufacturing, or any other non-residential purpose, except for home occupations as defined by the Alameda Municipal code. Notwithstanding any provision contained herein, the Declarant, its successors and assigns shall not be prevented from erecting, placing, or maintaining a temporary sales office on any lot subject to this Declaration for the purpose of conducting sales of lots or homes within the Property.

2. LOT AND DWELLING SIZE

Notwithstanding the provisions in the Declaration and Amendment, no lot shall be less than the square feet as shown on the map of "Mapes Ranch Tract 8213" and no dwelling, exclusive of one-story open porches, shall be less than 1800 square feet in size.

3. SETBACKS

All setbacks as specified by the City of Alameda Zoning Ordinance shall be adhered to unless otherwise approved or provided for by the City of Alameda or other appropriate agency having authority or jurisdiction over such matters.

4. ACCESSORY STRUCTURES

No individual accessory structure shall exceed 800 square feet or City of Alameda maximum, whichever is smaller. The cumulative square footage of all accessory structures shall not exceed 25 percent of the lot's total front, side, and rear yard areas. All accessory structures shall be located in the rear yards, and shall be setback a minimum of five feet away from the main house, and five feet away from rear and side and rear property lines. No accessory structure shall exceed 14 feet in height. Property owners must receive City of Alameda approval.

5. LOT MAINTENANCE

Each owner shall be responsible for maintaining and repairing his lot and keeping it clean and replacing necessary items so it does not interfere with the sale of another lot in the neighborhood.

6. STORMWATER TREATMENT MEASURES

The owner shall not alter or change the stormwater treatment measures, including porous driveways and flow-through planters, unless otherwise approved or provided for by the City of Alameda.

7. STORMWATER TREATMENT MEASURES MAINTENANCE

Each owner shall be responsible for maintaining all the stormwater treatment measures on his property: including porous driveways and flow-through planters by performing the following functions: removing and replacing any dead or diseased vegetation, removing invasive plants, pruning, weeding, replacing mulch and free draining soil, keeping drain inlets clear, removing debris and garbage from porous driveways.

8. GRADING AND DRAINAGE

Each grantee of a lot agrees for himself, his successors and assigns that he will not alter, change, or in any way interfere with the original drainage pattern of water over his lot or adjacent lots. For the purpose hereof, "original drainage pattern" is defined as the drainage pattern which occurs at the time rough grading and finish grading have been completed by the Declarant, their successors or assigns and approved by the City of Alameda. ANY ALTERATIONS TO A LOT, PARTICULARLY TO THE ESTABLISHED GRADING AND DRAINAGE THEREOF, MAY RESULT IN ADVERSE AFFECTS TO THE INTEGRITY OF THE BUILDING CONSTRUCTED UPON THE LOT OR UPON ADJOINING LOTS.

9. FENCES

Repair or replacement of fences shared by owners of the lots in Mapes Ranch, Tract 8213, shall be at the joint expense of the respective lot owners, except in the event of an act of negligence of either party. Neither of the owners shall use any portion of the fence so as to interfere with the use and enjoyment of the other owner.

10. ANTENNAE

No transmitting or receiving aerial or antenna shall be installed such that it or any support thereof is visible from any public thoroughfare.

11. LEASE AND RENTAL

No owner shall be permitted to lease or rent his lot for transient or hotel purposes, which shall include, but not be limited to, rental for any period less than thirty (30) days. All leases must be in writing and be expressly subject to this Declaration and the breach of any provision shall be a default under the Lease or Rental Agreement. The owner/lessor shall provide the lessee/tenant with a copy of the Declaration.

12. WINDOWS

Windows providing an interior view from public thoroughfares shall be covered by drapes, shades or shutters and shall not be painted or covered by foil, cardboard or similar materials.

13. LANDSCAPING

Each owner shall be responsible for all landscaping, street trees, fences and walls that are provided by Declarant and/or the City of Alameda that are located within their lot. If landscaping on the lot is not installed by Declarant, each owner shall be responsible for installing and maintaining front and front-side yard landscaping within his lot within six (6) months after the close of escrow. Each owner shall be responsible for maintaining landscaping within the Public Right Of Way adjacent to their lot.

14. VEHICLE STORAGE

Storage, parking or maintenance of a boat, motor home, trailer, camper, or one commercial vehicle not to exceed $\frac{3}{4}$ tons shall be permissible only behind fences. There shall be no overhauling or rebuilding of any vehicle or machine in any driveway or street, or in the front of any property, but such activities are not prohibited inside buildings even if visible through doorways and other openings.

15. PRIVATE ROADWAYS

(a) Declarant does hereby establish in favor each of the owners of Lots affected by the areas shown on the final map as "Private Roadway Easement and Private Utility Easement", hereinafter referred to as Private Roadway, an easement for vehicular and pedestrian ingress, egress, roadway, parking and utility purposes. Such easement shall be reserved and granted in the deed for each of the Benefited Lots 9, 10, and 11.

(b) The owners of Lots 9, 10, and 11 shall be considered Benefited Owners of the Private Roadway, and their lots shall be deemed Benefited Lots.

(c) Parking shall be permitted in designated areas only.

(d) The Private Roadway, and the roadway and utility facilities thereon and thereunder shall, once constructed, at all times be kept in good and passable condition.

(e) Each Owner of a Benefited Lot shall be responsible for the maintenance, improvement, reconstruction and repair (collectively "Maintenance") of such Private Roadway. Such Owner, by acceptance of a Deed or other instrument conveying title to said Benefited Lot, agrees to bear and pay an equal percentage of the cost of Maintenance of the Private Roadway, so that the Owner of each Benefited Lot shall pay one share of the cost of Maintenance of their respective Private Roadway.

(f) In the event that any portion of the constructed roadway and utility facilities within the easement areas shall be damaged by the act of any owner, their employees, invitees, family or guests, then that Owner shall be solely obligated to pay all costs and expenses in connection with the repair of any such damage.

(g) Each owner of a Benefited Lot shall procure and maintain comprehensive liability insurance, in customary form and reasonable amount, to protect the owners against liability from injury or damage to persons on property occurring on the Private Roadway. As an alternative, one or more owners may purchase group insurance on behalf of all the Owners of a Private Roadway. This insurance may be obtained through an insurance policy naming all owners of the Benefited Lots as insureds.

(h) If at any time, a majority of Owners of the Benefited Lots on a Private Roadway determines that the Private Roadway (or any portion thereof) requires Maintenance, or if the City of Alameda determines that a Private Roadway (or any portion thereof) requires Maintenance to permit proper access for emergency and maintenance vehicles, the majority of owners shall designate one or more of the Owners ("Designated Owner") to contract for the necessary Maintenance.

If none of the owners agreed to act as the Designated Owner, the City of Alameda may elect (but shall have no obligation) to act as the Designated Owner, in which case the City shall have all of the rights and duties of the Designated Owner. The Designated Owner will be authorized to solicit bids, contract and take such other actions as may be necessary for the Maintenance on behalf of all the owners of the Benefited Lots.

Upon receipt of an estimate or invoice for the amount of the Maintenance, the Designated Owner shall give notice to the other owners of the Benefited Lots of the amounts due from each of them and upon recording of a notice of lien as provided herein, the Designated Owner shall have a lien against the Benefited Lots to secure the amount due. Any payment due shall become delinquent on the thirtieth day ("Delinquency Date") after delivery of written notice of the amount due to the owner.

In the event any owner does not pay its share of the amount due, the Designated Owner may enforce the obligations of such owner to contribute by legal action including, but not limited to, recording a notice of lien in accordance with the provisions of this section against such owner's lot. In addition to the amount due, the Designated Owner shall be entitled to recover interest from the Delinquency Date at the rate of ten percent (10%) per annum (but not to exceed the maximum rate allowed by law) a reasonable administrative fee if the City acts as the Designated Owner, and reasonable costs of collection, including, but not limited to,

reasonable attorney's fees incurred in enforcing collection. The notice of lien shall state (i) the name or names of the delinquent owner; (ii) a legal description of the property against which the notice of lien is recorded; (iii) the amount claimed to be due and owing; (iv) that the notice is made pursuant to the terms of this Supplemental Declaration (making reference to this Supplemental Declaration by recording information); and (v) that a lien is claimed against the Benefited Lot in an amount equal to the stated delinquency plus interest from the Delinquency Date and any costs of collection. The recording of a notice or lien shall create a lien on such Delinquent Owner's Lot to secure the payments due the Designated Owner. The lien shall not be affected by any sale or transfer of the Benefited Lot affected by such lien. Any such lien may be foreclosed only by judicial foreclosure and shall not be foreclosed by exercise of the power of sale pursuant to Civil Code Section 2924 et seq. The Designated Owner shall have the right to bid on the property of the Delinquent Owner at the foreclosure sale for the benefit of all owners of Benefited Lots and to acquire, hold lease, mortgage and convey the Benefited Lot. If the delinquency is cured before foreclosure, the Designated Owner shall record a release of notice of lien with respect to such lot.

16. TRASH and RECYCLING

Each owner of Lots 9, 10, and 11 shall enter into an agreement with the integrated waste service hauler for trash and recycling pick-up or shall place his trash and recycling containers curbside on Versailles Avenue on pick-up day.

17. TERM

The covenants and restrictions of this Declaration shall run with the land and bind all persons and parties claiming under them for a period of thirty (30) years from the date this Declaration is recorded. Thereafter, this Declaration and any amendments or modifications thereto shall be automatically extended for successive periods of ten (10) years unless the owners of at least fifty-one percent (51%) of the lots comprising the Property vote to terminate this Declaration. Such vote shall be evidenced by an instrument in writing executed by such owners in the manner provided by law for the conveyance of real property and shall be effective upon its recordation in the Official Records of the County of Alameda.

18. AMENDMENT

The provisions of this Declaration may be amended by the Declarant without the necessity of obtaining the approval of any individual lot owners to effect any technical change which does not affect any substantial right or benefit of the individual lot owners. Other amendments may be made by individual lot owners, but only by consent of not less than a fifty-one percent (51%) majority of the then individual lot owners. As long as Declarant owns one (1) or more lots in the Property, this declaration may not be amended or modified without the consent of Declarant. Any amendment shall be by duly recorded written instrument.

19. RIGHTS OF ENFORCEMENT

Any owner or resident of a lot shall have the right to enforce, by proceedings at law or in equity, any covenant, condition or restriction now or hereafter imposed by the provisions of this Declaration, including the right to prevent the violation of any such covenant, condition or restriction, and the right to recover damages for such violation. Failure by any owner or resident to enforce any covenant, condition or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

20. ARBITRATION

Any Owner or Owners involved in a dispute, and in lieu of court proceedings, may demand binding Arbitration in accordance with the California Arbitration Act (California Code of Civil Procedure Section 1280, et seq.). Upon receipt of a demand for Arbitration, the Owner demanding Arbitration shall be provided, by the opposing party, a list of three neutral Arbitrators to choose from, all of whom are licensed to practice law in the State of California. Such Owner will select one Arbitrator to hear the dispute. The power of the Arbitrator is limited to interpreting and enforcing this Agreement, but shall not include the ability to award punitive damages. All hearings must be held in Alameda County, California. The Arbitrator shall not have the authority to make material errors of law or to add to, modify or refuse this Agreement. The findings of the Arbitrator are final if rendered in accordance with this Agreement, and may be enforced under the Laws of the State of California. The fees of the Arbitrator shall be borne by the non-prevailing party.

21. SEVERABILITY

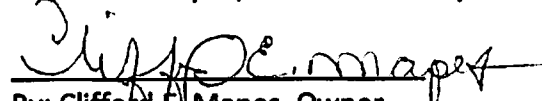
Should any provision of this Declaration be held to be unenforceable by a court of competent jurisdiction, the remaining provisions shall nevertheless remain in full force and effect. Whenever the context of this Declaration so requires, the singular shall include the plural, the plural shall include the singular, the masculine shall include the feminine, and the feminine shall include the masculine. Should any action be brought to enforce any of the provisions of this Declaration, said provisions shall be liberally construed to effectuate its purpose of creating a uniform plan of the development of a residential community or neighborhood. The prevailing party in any action shall be entitled to reasonable attorney's fees in addition to other relief as may be granted.

22. MORTGAGEE PROTECTION

Notwithstanding anything to the contrary herein contained, a violation of any of the aforementioned covenants, conditions, and restrictions or the enforcement thereof shall not defeat or render invalid the lien of any mortgage or deed of trust made in good faith and for value, but these restrictions shall be binding upon and effective against any owner whose title is derived through foreclosure, trustee's sale voluntary sale or otherwise.

In Witness Whereof, said corporation, as Declarant, has caused its corporate name and seal to be affixed hereto and this instrument to be executed by its duly authorized officers.

Clifford E. Mapes, a California Corporation


By: Clifford E. Mapes, Owner

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.

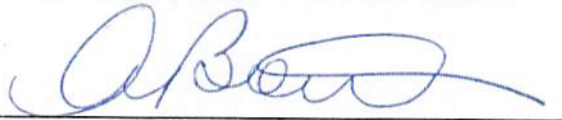
State of California)
County of Alameda) ss.

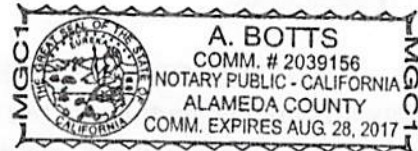
On 8/4/2015 before me, A. Botts
Notary Public personally appeared Clifford E. Mapes

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







LABOR AND MATERIAL'S BOND

(Subdivision Improvements)

Bond No. : 4402763

Premium: Included in Performance Bond

WHEREAS, Clifford E Mapes, Inc. (herein designated as "principal"), and City of Alameda (herein designated as "obligee") have entered into an agreement whereby principal agrees to install and complete certain designated Subdivision Improvements, which said agreement, dated , and identified as project Tract 8213, corner of Fernside & Versailles in Alameda CA 94501, is hereby referred to and made a part hereof; and,

WHEREAS, under the terms of said agreement, principal is required before entering upon the performance of the work, to file a good and sufficient payment bond with the City of Alameda 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 of the State of California.

NOW, THEREFORE, said principal and the undersigned as corporate surety, are held firmly bound unto the City of Alameda and all contractors, subcontractors, laborers, material men and other persons employed in the performance of the aforesaid agreement and referred to in Title 3 (commencing with Section 9000) of Part 6 of Division 4 of the Civil Code of the State of California in the sum of One Hundred Ninety One Thousand Six Hundred Eighty Five Dollars and 30/00 dollars (\$191,685.30), for materials furnished or labor thereon of any kind, or for amounts due the Unemployment Insurance Act with respect to such work or labor, that said 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 City in successfully enforcing such 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.

The surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of said agreement or the specifications accompanying the same shall in any manner affect its obligations on this bond, and it does hereby waive notice of any such change, extension, alteration or addition.

In witness whereof, this instrument has been duly executed by the principal and surety above named, on August 6, 2015.

Principal

Address of Principal:

**14 Grass Valley Court
Oakland, CA 94605**

Clifford E Mapes

By:

Address of Surety:

**3033 5th Ave., Suite 300
San Diego, CA 92103
619-400-4100**

Surety

SureTec Insurance Company

By:

James R. Olsen, Attorney-In-Fact

Acknowledgment by attorney-in-fact must be attached.

SureTec Insurance Company

LIMITED POWER OF ATTORNEY

Know All Men by These Presents, That SURETEC INSURANCE COMPANY (the "Company"), a corporation duly organized and existing under the laws of the State of Texas, and having its principal office in Houston, Harris County, Texas, does by these presents make, constitute and appoint

James R. Olsen

its true and lawful Attorney-in-fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings or other instruments or contracts of suretyship to include waivers to the conditions of contracts and consents of surety for:

Five Million and 00/100 Dollars (\$5,000,000.00)

and to bind the Company thereby as fully and to the same extent as if such bond were signed by the President, sealed with the corporate seal of the Company and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney-in-Fact may do in the premises. Said appointment shall continue in force until 10/31/2016 and is made under and by authority of the following resolutions of the Board of Directors of the SureTec Insurance Company:

Be It Resolved, that the President, any Vice-President, any Assistant Vice-President, any Secretary or any Assistant Secretary shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

Attorney-in-Fact may be given full power and authority for and in the name of and of behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements or indemnity and other conditional or obligatory undertakings and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be binding upon the Company as if signed by the President and sealed and effected by the Corporate Secretary.

Be It Resolved, that the signature of any authorized officer and seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signature or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached. (Adopted at a meeting held on 20th of April, 1999.)

In Witness Whereof, SURETEC INSURANCE COMPANY has caused these presents to be signed by its President, and its corporate seal to be hereto affixed this 21st day of March, A.D. 2013.

State of Texas
County of Harris

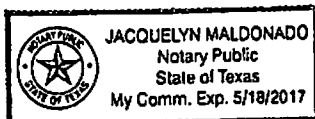
ss:



SURETEC INSURANCE COMPANY

By: [Signature]
John Knox Jr., President

On this 21st day of March, A.D. 2013 before me personally came John Knox Jr., to me known, who, being by me duly sworn, did depose and say, that he resides in Houston, Texas, that he is President of SURETEC INSURANCE COMPANY, the company described in and which executed the above instrument; that he knows the seal of said Company; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said Company; and that he signed his name thereto by like order.



[Signature]

Jacquelyn Maldonado, Notary Public
My commission expires May 18, 2017

I, M. Brent Beaty, Assistant Secretary of SURETEC INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Company, which is still in full force and effect; and furthermore, the resolutions of the Board of Directors, set out in the Power of Attorney are in full force and effect.

Given under my hand and the seal of said Company at Houston, Texas this 6th day of August, 2015, A.D.

[Signature]
M. Brent Beaty, Assistant Secretary

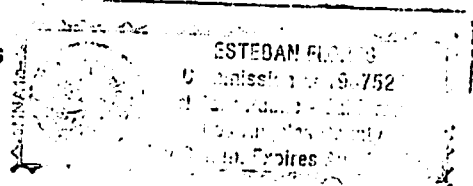
Any Instrument issued in excess of the penalty stated above is totally void and without any validity.
For verification of the authority of this power you may call (713) 812-0800 any business day between 8:00 am and 5:00 pm CST.

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.

S.S.

personally appeared James R. Olsen

WITNESS my hand and official seal.



OPTIONAL INFORMATION

Additional Signor	Signor(s) Thumbprints(s)



PERFORMANCE BOND

(Subdivision Improvements)

Bond No. : 4402763
Premium: \$4,334.00

WHEREAS, Clifford E Mapes, Inc (herein designated as "Principal"), and City of Alameda (herein designated as "Obligee ") have entered into an agreement whereby Principal agrees to install and complete certain designated Subdivision Improvements, which said agreement, dated , and identified as project Tract 8213, corner of Fernside & Versailles in Alameda CA 94501 , 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 SureTec Insurance Company, as surety, are held and firmly bound unto the Obligee in the penal sum of One Hundred Ninety One Thousand Six Hundred Eighty Five Dollars and 30/00 dollars (\$ 191,685.30) lawful money of the United States, for the payment of which sum well and truly 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 above bounded Principal, his or its heirs, executors, administrators, successors or assigns, 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 the Obligee , 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. This bond will remain in effect until the Principal has performed all obligations required by Obligee in connection with said improvements.

As 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 Obligee in successfully enforcing such obligation, 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, however, the Surety shall not be liable for a greater sum than the amount specified in the bond.

In witness whereof, this instrument has been duly executed by the Principal and surety above named, on August 6, 2015.

Principal

Address of Principal:

**14 Grass Valley Court
Oakland, CA 94605**

Clifford E Mapes

By:

Surety

Address of Surety:

**3033 5th Ave., Suite 300
San Diego, CA 92103
619-400-4100**

SureTec Insurance Company

By:

James R. Olsen, Attorney-In-Fact

Acknowledgment by attorney-in-fact must be attached. ✓

SureTec Insurance Company

LIMITED POWER OF ATTORNEY

Know All Men by These Presents, That SURETEC INSURANCE COMPANY (the "Company"), a corporation duly organized and existing under the laws of the State of Texas, and having its principal office in Houston, Harris County, Texas, does by these presents make, constitute and appoint

James R. Olsen

its true and lawful Attorney-in-fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings or other instruments or contracts of suretyship to include waivers to the conditions of contracts and consents of surety for:

Five Million and 00/100 Dollars (\$5,000,000.00)

and to bind the Company thereby as fully and to the same extent as if such bond were signed by the President, sealed with the corporate seal of the Company and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney-in-Fact may do in the premises. Said appointment shall continue in force until 10/31/2016 and is made under and by authority of the following resolutions of the Board of Directors of the SureTec Insurance Company:

Be it Resolved, that the President, any Vice-President, any Assistant Vice-President, any Secretary or any Assistant Secretary shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

Attorney-in-Fact may be given full power and authority for and in the name of and of behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements or indemnity and other conditional or obligatory undertakings and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be binding upon the Company as if signed by the President and sealed and effected by the Corporate Secretary.

Be it Resolved, that the signature of any authorized officer and seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signature or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached. (Adopted at a meeting held on 20th of April, 1999.)

In Witness Whereof, SURETEC INSURANCE COMPANY has caused these presents to be signed by its President, and its corporate seal to be hereto affixed this 21st day of March, A.D. 2013.

SURETEC INSURANCE COMPANY

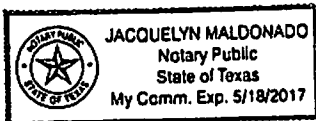
By: John Knox Jr., President

State of Texas
County of Harris

ss:



On this 21st day of March, A.D. 2013 before me personally came John Knox Jr., to me known, who, being by me duly sworn, did depose and say, that he resides in Houston, Texas, that he is President of SURETEC INSURANCE COMPANY, the company described in and which executed the above instrument; that he knows the seal of said Company; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said Company; and that he signed his name thereto by like order.



Jacquelyn Maldonado

Jacquelyn Maldonado, Notary Public
My commission expires May 18, 2017

I, M. Brent Beaty, Assistant Secretary of SURETEC INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Company, which is still in full force and effect; and furthermore, the resolutions of the Board of Directors, set out in the Power of Attorney are in full force and effect.

Given under my hand and the seal of said Company at Houston, Texas this 6th day of August, 2015, A.D.

M. Brent Beaty
M. Brent Beaty, Assistant Secretary

Any instrument issued in excess of the penalty stated above is totally void and without any validity.
For verification of the authority of this power you may call (713) 812-0800 any business day between 8:00 am and 5:00 pm CST.

California 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 Los Angeles

S.S.

On 08/06/2015 before me, Esteban Flores, Notary Public

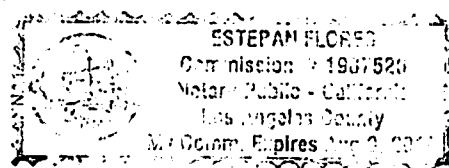
personally appeared James R. Olsen

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.





OPTIONAL INFORMATION

Description of Attached Document

The preceding Certificate of Acknowledgment is attached to a document titled for the purpose of Performance Bond for Clifford E. Mapes - 4402763

containing 4 pages, and dated 08/06/2015

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

- Individual(s)
- Attorney-in-fact
- Corporate Officer(s)

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

representing: SureTec Insurance Company

; 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 Signor	Signor(s) Thumbprints(s)

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