

**SUBDIVISION IMPROVEMENT AGREEMENT**  
**Tract 8285**

THIS SUBDIVISION IMPROVEMENT AGREEMENT (Tract 8285) (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 **TRI POINTE HOMES, INC.**, a Delaware corporation, hereinafter called "Developer" and dated this \_\_\_\_ day of \_\_\_\_\_, 2015.

**WITNESSETH:**

WHEREAS, when the Developer acquires possession of a tract of land lying in the City of Alameda, County of Alameda, State of California, known as Tract 8285 (formerly known as Tract 8131 – Phase 2), hereinafter called "Subdivision"; and

WHEREAS, the Tentative Map of Tract 8131 was approved with conditions by the Planning Board of the City on May 13, 2013, which conditions are on file in the Public Works Department and incorporated herein by this reference; and

WHEREAS, the Phasing Plan included in the Tentative Map shows that Tract 8131 will be developed in two phases: "Phase 1" and Phase 2"; and

WHEREAS, the Subdivision encompasses Phase 2 (Tract 8285); 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) As a result of the mapping process and the project design, Developer and the City acknowledge that public improvements, including street, curbs, and sidewalks, to be constructed as Singleton Avenue as shown on the Tentative Map will be constructed by Developer, and the City shall accept such public improvements, in two (2) phases. As part of Phase 1 shown on the Tentative Map phasing plan, Developer shall construct the street and curbs comprising Singleton Avenue, the sidewalk along the northerly side of Singleton Avenue, and related improvements, within the Subdivision and will install construction fencing along the southerly curb of Singleton Avenue. As part of Phase 2 shown on the Tentative Map phasing plan, Developer shall complete the Singleton Avenue public improvements by removing the construction fencing and constructing the sidewalk along the southerly side of Singleton Avenue and any related improvements. The provisions of this Section 1(b) shall survive the termination of this Agreement.

(c) 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 BKF Engineers entitled "Tract 8285 – Improvement Plans" 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, provided 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 the City for compliance with City standards, plans, specifications and Subdivision regulations. Concurrent with the execution of this Agreement Developer shall pay to the 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 street 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 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.

8. 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.

9. 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 workday 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.

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

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

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

13. 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.

14. 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.

15. 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).

16. Sale or Disposition of Subdivision: Developer is the owner of the Subdivision or owner has also executed this Agreement to indicate consent to the terms herein. The sale or other disposition of the Subdivision will not relieve such parties from the obligations set forth herein. If the Subdivision or any portion of 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 this Agreement 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 the Subdivision 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. However, the parties agree that the novation, substitution of securities and notice requirements of this section shall not apply to the sale of residential dwellings within the Subdivision to a member of the home-buying public.

17. Improvement Security:

(a) In order to insure full and faithful performance of this Agreement and in accordance with the requirements of the Map Act and local implementing ordinances, Developer shall file with this Agreement the following security in the type and amounts specified:

(1) Faithful performance security in the sum of \$235,050 to cover all costs of public and private improvements, which is equivalent to one hundred percent (100%) of the approved estimate for the cost of improvement including a twenty percent (20%) contingency.

(2) Labor and materials security in the sum of \$235,050 to ensure payment in full of all persons, firms and corporations who perform labor or furnish materials for work done on said public and private improvements, which is equivalent to one hundred percent (100%) of the approved estimate for the costs of labor and materials including a twenty percent (20%) contingency.

(b) Developer shall furnish the bonds from a bonding company acceptable to the City Attorney.

(c) The faithful performance bond and labor and material bond are only required for work over \$25,000. Therefore, those estimates that are under \$25,000 will not need to budget for the bond premiums and those estimates over \$25,000 will need to budget for the bond premiums.

18. 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 Alameda County Clerk 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 indemnitee 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 attorneys' and experts' fees incurred in enforcing the obligation secured.



19. Cash Security: Developer shall, upon execution of this Agreement, deposit with the City \$5,000 to be applied at the discretion of the City to correct minor deficiencies that may arise during or after the construction of the Subdivision. Upon notice by the City, Developer shall pay sufficient monies to the 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.

20. Acceptance of Improvements: No improvement described in this Agreement 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.

21. Guarantee and Security:

(a) 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.

(b) Concurrent with acceptance of the Subdivision improvements by the City, Developer shall provide a warranty security in the sum of \$23,505, which is equivalent to 10% of the improvement security.

22. 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; provided, however, that Developer may request, and City may grant, the partial exoneration of any surety or security for the satisfactory completion of some, but not all, improvements required to be installed or constructed pursuant to this Agreement. 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 therefore, as well as payment of all outstanding fees and reimbursements due City pursuant to this Agreement.

23. 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. No building permit shall be issued until all of the tract improvements are constructed and accepted by the City Engineer, except as otherwise permitted by the Map Act and as approved by the City Engineer.

24. Default of Developer:

(a) 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.

(b) 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.

25. 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 fully 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 Subdivision.

(c) City may enter onto the Subdivision, 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.

26. Hold Harmless:

(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 officers, officials, directors, employees, agents, and volunteers from and against any claim, action, or proceeding against the City, its City Council, boards, commissions, officials, employees, and volunteers to attack, set aside, void, or annul an approval of the City concerning the subject property, which action is brought within the time period provided for in Government Code Section 66499.37. The City of Alameda shall promptly notify the developer of any claim, action, or proceeding and the City shall cooperate fully in the defense. If the City fails to promptly notify the developer of any claim, action, or proceeding, or if the City fails to cooperate in the defense, the 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.

27. Insurance: Without limiting Developer's indemnification provided herein, Developer shall take out and maintain at all times during the life of this contract 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:



a. **COVERAGE:** Developer shall maintain the following insurance coverage and said policy's 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:

(1) **Workers' Compensation:**

Statutory coverage as required by the State of California. Workers' Compensation with statutory limits as required by the California Labor Code. Said policy shall contain or be endorsed to provide that the policy shall not be canceled without thirty (30) days prior written notice to City and that the policy shall provide for a waiver of subrogation against City, its City Council, boards, commissions, officials, employees, and volunteers.

(2) **Liability:**

Commercial general liability coverage in the following minimum limits:

Bodily Injury:	\$1,000,000 each occurrence
	\$2,000,000 aggregate - all other

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.

(3) **Automotive:**

Comprehensive automobile liability coverage (any auto) in the following minimum limits:

Bodily injury:	\$100,000 each occurrence
Property Damage:	\$100,000 each occurrence
	or
Combined Single Limit:	\$200,000 each occurrence

The amount of any deductible or self-insured retention over \$5,000 shall be declared to and security posted guaranteeing payment of losses and defense costs.

b. **SUBROGATION WAIVER:** Developer agrees that in the event of loss due to any of the perils for which it has agreed to provide comprehensive general and automotive liability insurance, 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 services of Developer herein, a waiver of any right to subrogation which any such insurer of said Developer may acquire against City by virtue of the payment of any loss under such insurance.

c. **FAILURE TO SECURE:** If Developer at any time during the term hereof should fail to secure or maintain the foregoing insurance, City shall be permitted to obtain such insurance in the Developer's name or as an agent of the Contractor and shall be compensated by the 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.

d. **ADDITIONAL INSURED:** City, its City Council, boards, commissions, officials, employees, and volunteers 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 this policy if not named as such additional insured. An additional insured named herein shall not be held liable for any premium, deductible portion of any loss, or expense of any nature on this 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 this policy.

e. 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.

f. 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. After the Developer hires a Contractor, that insurance is primary coverage.

g. 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.

h. Developer shall cause its geotechnical and civil engineering consultant to maintain professional liability insurance. Professional liability insurance which includes coverage for the professional acts, errors and omissions of Consultant in the amount of at least \$2,000,000. 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. Professional Liability:

i. Before construction begins, Developer shall provide City with a letter naming the contractor. Work on the project may then begin and 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. Developer shall cause the construction contractors and subcontractors to provide the following insurance coverages:

1. On or before the commencement of the terms of the Agreement between the Developer and Contractor, Contractor shall furnish City with certificates showing the type, amount, class of operations covered, effective dates and dates of expiration of insurance coverage in compliance with paragraphs below. Such certificates, which do not limit Contractor'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." It is agreed that Contractor shall maintain in force at all times during the performance of this Agreement all appropriate coverage of insurance required by this Agreement with an insurance company that is acceptable to City and licensed to do insurance business in the State of California. Endorsements naming the City, its City Council, boards, commissions, officials, employees, and volunteers as additional insured shall be submitted with the insurance certificates.

a. **COVERAGE:**

Contractor shall maintain the following insurance coverage:

(1) **Workers' Compensation:**

Statutory coverage as required by the State of California.

(2) **Liability:**

Commercial general liability coverage in the following minimum limits:

Bodily Injury:           \$1,000,000 each occurrence  
                                  \$2,000,000 aggregate - all other

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.

(3) **Automotive:**

Comprehensive automobile liability coverage (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

(4) **Pollution Prevention:**

Legal liability required for hazardous materials excavation in the amount of 2,000,000 each occurrence.

(5) **Builders Risk:**

In the amount of \$1,000,000. If work involves explosives, underground or collapse risks, XCU must be included.

b. **SUBROGATION WAIVER:**

Contractor agrees that in the event of loss due to any of the perils for which it has agreed to provide comprehensive general and automotive liability insurance, Contractor shall look solely to its insurance for recovery. Contractor hereby grants to City, on behalf of any insurer providing comprehensive general and automotive liability insurance to either Contractor or City with respect to the services of Contractor herein, a waiver of any right to subrogation which any such insurer of said Contractor may acquire against City by virtue of the payment of any loss under such insurance.

c. **FAILURE TO SECURE:**

If Contractor at any time during the term hereof should fail to secure or maintain the foregoing insurance, City shall be permitted to obtain such insurance in the Contractor's name or as an agent of the Contractor and shall be compensated by the Contractor 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.

d. **ADDITIONAL INSURED:**

City, its City Council, boards, commissions, officials, employees, and volunteers 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 this policy if not named as such additional insured. An additional insured named herein shall not be held liable for any premium, deductible portion of any loss, or expense of any nature on this 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 this policy.

e. **SUFFICIENCY OF INSURANCE:**

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

28. **Notices:** All notices, demands, requests, or approvals to be given under this Agreement shall be given in writing and conclusively shall be deemed served when delivered personally or on the second business day after the deposit thereof in the United States Mail, postage prepaid, registered or certified, addressed to the City or Developer as hereinafter provided.

City: City of Alameda, City Attorney  
2263 Santa Clara Avenue  
Alameda, CA 94501  
Telephone: 510-747-4750  
Fax: 510-747-4704

with copy to: City of Alameda  
950 West Mall Square, Room 110  
Alameda, CA 94501  
Attention: City Engineer  
Telephone: (510) 747-7900  
Facsimile: (510) 769-6030

Developer: TRI POINTE HOMES, INC.  
2010 Crow Canyon Place, Suite 380  
San Ramon, CA 94583  
Attention: Brian O. Barry  
Telephone: (925) 804-2224  
Facsimile: (925) 804-2221

29. 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.

30. 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.

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

32. 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.

33. 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.

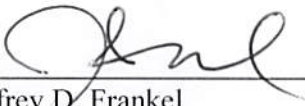
34. Reference: Any reference to a department manager shall include his or her duly authorized deputy or representative.

35. 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.

TRI POINTE HOMES, INC.,  
A Delaware Corporation


  
\_\_\_\_\_  
Jeffrey D. Frankel  
Senior Vice President

  
\_\_\_\_\_  
Brian O. Barry  
Vice President


CITY OF ALAMEDA,  
A Municipal Corporation

\_\_\_\_\_  
Elizabeth D. Warmerdam  
Interim City Manager

RECOMMENDED FOR APPROVAL

  
\_\_\_\_\_  
Liam Garland  
Acting Public Works Director

APPROVED AS TO FORM:

  
\_\_\_\_\_  
<sup>Sr.</sup> Janet Kern Farimah Brown  
<sup>Sr. Asst</sup> City Attorney

State of California  
County of Alameda

Subscribed and sworn to (or affirmed) before me on this \_\_\_\_\_ day of \_\_\_\_\_,  
2015, by \_\_\_\_\_, proved to me on the basis of satisfactory evidence to be the  
person(s) who appeared before me.

\_\_\_\_\_  
Signature

(Seal)

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

CIVIL CODE § 1189

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

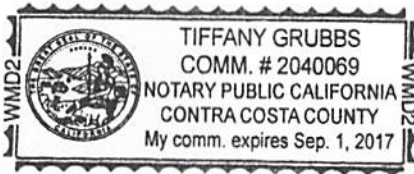
State of California )

County of Contra Costa )On October 6, 2015 before me, Tiffany Grubbs, Notary Public,  
Date Here Insert Name and Title of the Officerpersonally appeared Jeffrey D. Frankel and Brian O. Barry  
Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.

Signature Tiffany Grubbs  
Signature of Notary Public

Place Notary Seal Above

**OPTIONAL**

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

**Description of Attached Document**

Title or Type of Document: \_\_\_\_\_ Document Date: \_\_\_\_\_

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

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: \_\_\_\_\_

☐ Corporate Officer — Title(s): \_\_\_\_\_☐ Partner — ☐ Limited ☐ General☐ Individual ☐ Attorney in Fact☐ Trustee ☐ Guardian or Conservator☐ Other: \_\_\_\_\_

Signer Is Representing: \_\_\_\_\_

Signer's Name: \_\_\_\_\_

☐ Corporate Officer — Title(s): \_\_\_\_\_☐ Partner — ☐ Limited ☐ General☐ Individual ☐ Attorney in Fact☐ Trustee ☐ Guardian or Conservator☐ Other: \_\_\_\_\_

Signer Is Representing: \_\_\_\_\_





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

7/1/2016

9/4/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Lockton Insurance Brokers, LLC 19800 MacArthur Blvd., Suite 1250 CA License #0F15767 Irvine 92612 949-252-4400	<b>CONTACT NAME:</b>	
	<b>PHONE (A/C, No, Ext):</b> <b>FAX (A/C, No):</b>	
<b>INSURED</b> 1396010 Tri Pointe Homes, Inc. 19540 Jamboree Road, Suite 300 Irvine CA 92612	<b>E-MAIL ADDRESS:</b>	
	<b>INSURER(S) AFFORDING COVERAGE</b>	
	<b>INSURER A:</b> International Insurance Company of Hannover plc	
	<b>INSURER B:</b> Philadelphia Indemnity Insurance Company	
	<b>INSURER C:</b> Markel Europe UK Branch	
	<b>INSURER D:</b> Tokio Marine Specialty Insurance Company	
<b>INSURER E:</b> Starr Indemnity & Liability Company		
<b>INSURER F:</b>		

**COVERAGES** TRIHO06 **CERTIFICATE NUMBER:** 13654982 **REVISION NUMBER:** XXXXXXXX

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Silica Ea. Occ. SIM  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	Y	CHF14/YF14CP01/006	7/7/2014	7/7/2016	EACH OCCURRENCE \$ 5,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ Included PERSONAL & ADV INJURY \$ 5,000,000 GENERAL AGGREGATE \$ 5,000,000 PRODUCTS - COMP/OP AGG \$ 5,000,000 \$
B	<input checked="" type="checkbox"/> <b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	Y	Y	PHPK1355832	7/1/2015	7/1/2016	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX \$ XXXXXXXX
C	<input type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$	N	N	104997-1468-XSOCC-2014	7/7/2014	7/7/2016	EACH OCCURRENCE \$ \$5,000,000 AGGREGATE \$ \$5,000,000 \$ XXXXXXXX
E	<input checked="" type="checkbox"/> <b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	Y	1000001422	7/7/2015	7/7/2016	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	Excess Auto	N	N	PUB504631	7/1/2015	7/1/2016	Limit: 10,000,000 Each Occurrence/Aggregate

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RE: Subdivision Improvement Agreement for Track Map 8285, Alameda Landing Phase III. The City, its officers, employees and agents, are Additional Insured(s) as per the attached endorsement or policy language. Waiver of subrogation applies as per the attached endorsements or policy language.

CITY OF ALAMEDA  
Risk Management

 Date 10-13-15

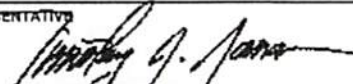
**CERTIFICATE HOLDER** Lucretia Akil, City Risk Manager **CANCELLATION** See Attachments

**13654982**

City of Alameda  
Public Works Department  
950 West Mall Square, Room 110  
Alameda CA 94501

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



© 1988-2014 ACORD CORPORATION. All rights reserved.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR  
CONTRACTORS (FORM B)**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART


**SCHEDULE**

**Name of Person or Organization:**

The City of Alameda  
The City, its officers, employees and agents  
2263 Santa Clara Avenue  
Alameda, CA 94501

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

WHO IS AN INSURED (Section II) is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of your ongoing operations performed for that insured.

**CITY OF ALAMEDA**  
Risk Management  
 Date 10-12-13  
Lucretia Akil, City Risk Manager



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.


## ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:  
COMMERCIAL GENERAL LIABILITY COVERAGE PART

### SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location And Description Of Completed Operations
The City of Alameda The City, its officers, employees and agents 2263 Santa Clara Avenue Alameda, CA 94501	
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

**Section II - Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

CITY OF ALAMEDA  
Risk Management  
  
Date 10-13-15  
Lucretia Akil, City Risk Manager

Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.
CHIF14/YF14CP01/006	7/7/2014	7/7/2016	7/7/2014

## SECTION II - WHO IS AN INSURED

### 1. If you are designated in the Declarations as:

- a. An Individual, you and your spouse or domestic or civil partner are insureds, but only with respect to the conduct of a business of which you are the sole owner.
- b. A partnership or joint venture, you are an insured. Your members, your partners, and their spouses or domestic or civil partner are also insureds, but only with respect to the conduct of your business.
- c. A limited liability company, you are an insured. Your members are also insureds, but only with respect to the conduct of your business. Your managers are insureds, but only with respect to their duties as your managers.
- d. An organization other than a partnership, joint venture or limited liability company, you are an insured. Your "executive officers" and directors are insureds, but only with respect to their duties as your officers and directors. Your stockholders are also insureds, but only with respect to their liability as stockholders.
- e. A trust, you are an insured.

### 2. Each of the following is also an insured under Coverages A, B and C:

- a. Your "employees", other than either your "executive officers" (if you are an organization other than a partnership, joint venture or limited liability company) or your managers (if you are a limited liability company), but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business. However, none of these "employees" is an insured for:

#### (1) "Bodily Injury" or "personal and advertising injury":

(a) To you, to your partners or members (if you are a partnership or joint venture), to your members (if you are a limited liability company), or to a co-"employee" while that co-"employee" is either in the course of his or her employment or performing duties related to the conduct of your business;

(b) To the spouse, domestic or civil partner, child, parent, brother or sister of that co-"employee" as a consequence of Paragraph (1)(a) above;

(c) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraphs (1)(a) or (b) above; or

CHF-GL-0001 09 19 11 Includes Copyrights material of Insurance Services Office, Inc. Page 17 of 35  
(d) Arising out of his or her providing or failing to provide health care services for which a professional designation or licensing is required by governmental authorities.

(2) "Property damage" to property:

(a) Owned, occupied or used by;

(b) Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by you, any of your "employees", any partner or member (if you are a partnership or joint venture), or any member (if you are a limited liability company).

b. Any person (other than your "employee"), or any organization while acting as your real estate manager.

c. Any person or organization having proper temporary custody of your property if you die, but only:

(1) With respect to liability arising out of the maintenance or use of the property; and

(2) Until your legal representative has been appointed.

d. Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this policy.

3. Any person or organization that you have agreed by written contract or written agreement to add as an insured under this policy is an insured. However:

a. Coverage under Coverage A and Coverage C, is limited to liability which:

(1) Arises out of your ongoing operations; or

(2) Arises out of "your work" performed by such person or organization for the Named Insured.

b. Coverage A does not apply to "bodily injury" or "property damage" that occurred before you entered into that written contract or written agreement;

c. Coverage B does not apply to:

(1) "property damage":

(a) To that particular portion of "your work" performed on your behalf by the person or organization you have agreed by written contract or written agreement to add as an insured; and

(b) That occurred before you entered into that written contract or written agreement.

(2) "repair costs" for "Home Performance Failure(s)" taking place before you entered into that written contract or agreement.

**d. Coverage C does not apply to "personal and advertising injury" arising out of an offense committed before you entered into that written contract or written agreement;**

**4. Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain ownership or majority interest, will qualify as an Insured if there is no other similar insurance available to that organization. However, with respect to the coverage afforded to any such organization:**

**a. Coverage A does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed that organization;**

**b. Coverage B does not apply to:**

**(1) "repair costs" arising out of "Home Performance Failure(s)" in "homes" sold, given away or abandoned by that organization before you acquired or formed that organization; or**

**(2) "property damage" to "your work" that occurred before you acquired or formed that organization; and**


**c. Coverage C does not apply to "personal and advertising injury" arising out of an offense committed by that organization before you acquired or formed that organization.**

**The coverage with respect to such organization is afforded only until the 90<sup>th</sup> day after you acquire or form the organization or the end of the policy period, whichever is earlier.**

Policy : CHF14/YF14CP01/006

I. **Transfer of Rights of Recovery Against Others to Us** ✓

If the insured has a right to recover all or part of any payment we make under this policy, those rights are transferred to us to the extent of our payment. We agree to waive our rights to recovery if the insured was required to do so by a written contract or written agreement. You must do nothing after a loss to impair those rights. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.

CITY OF ALAMEDA  
Risk Management  
  
Date 10-13-15  
Lucretia Akil, City Risk Manager



**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY**

BLANKET ADDITIONAL INSURED

BLANKET ADDITIONAL INSURED ✓

Section II - Liability Coverage - A.1. WHO IS AN INSURED provision is amended by the addition of the following:

e. Any person or organization for whom you are required by an "insured contract" to provide insurance is an "insured," subject to the following additional provisions:

(1) The "insured contract" must be in effect during the policy period shown in the Declarations and must have been executed prior to the "bodily injury" or "property damage."

(2) This person or organization is an "insured" only to the extent you are liable due to your ongoing operations for that insured, whether the work is performed by you or for you, and only to the extent you are held liable for an "accident" occurring while a covered "auto" is being driven by you or one of your employees.

(3) There is no coverage provided to this person or organization for "bodily injury" to its employees or for property damages" to its property.

(4) Coverage for this person or organization shall be limited to the extent of your negligence or fault according to the applicable principles of comparative negligence or fault.

(5) The defense of any claim or "suit" must be tendered by this person or organization as soon as practicable to all other insurers which potentially provide insurance for such claim or "suit."

(6) The coverage provided will not exceed the lesser of:

(a) The coverage and/or limits of this policy; or

(b) The coverage and/or limits required by the "insured contract."

(7) A person's or organization's status as an "insured" under this subparagraph ends when your operations for that "insured" are completed.

All other terms and conditions of this Policy remain unchanged.

CITY OF ALAMEDA  
Risk Management  
Date 10-13-15  
Lucretia Akil, City Risk Manager

PHPK1355832  
(05/10)

PI-CA-001

**B. Blanket Waiver Of Subrogation**


**SECTION IV - BUSINESS AUTO CONDITIONS, A. Loss Conditions, 5. Transfer Of Rights Of Recovery Against Others To Us**, is amended by adding the following exception:

However, we waive any right of recovery we may have against any person or organization because of payments we make for "bodily injury" or "property damage" arising out of the operation of a covered "auto" when you have assumed liability for such "bodily injury" or "property damage" under an "insured contract."

Page 7 of 8

2010 Philadelphia Indemnity Insurance Company  
Includes copyrighted material of Insurance Services Office, Inc., with its permission.

Attachment Code: D499719  
Certificate ID: 13654982

**CITY OF ALAMEDA**  
Risk Management  
 Date 10-13-15  
Lucretia Akil, City Risk Manager

**WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT -  
CALIFORNIA**

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from US.)

You must maintain payroll records accurately segregating the remuneration of your employees while engaged in the work described in the Schedule.

The additional premium for this endorsement shall be 2.0% of the California workers' compensation premium otherwise due on such remuneration.

**Schedule****Person or Organization**

Any person or organization to whom you become obligated to waive your rights of recovery against, under any contract or agreement you enter into prior to the occurrence of loss.

**Job Description**

Where required by contract

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective  
Insured Tri Pointe Homes, Inc.

Policy No.


1000001422

Endorsement No.  
Policy Effective Date 7/7/2015

Insurance Company Starr Indemnity & Liability Company

WC 04 03 06  
(Ed. 4-84)

Page 1 of 1

CITY OF ALAMEDA  
Risk Management  
  
Date 10-13-15  
Lucretia Akil, City Risk Manager

This endorsement effective, 4<sup>th</sup> September 2015 forms a part of Certificate No. CHF14/YF14CPO1/006 Issued to Tri Pointe Homes issued by International Insurance Company of Hannover Plc. and Certain Underwriters at Lloyd's

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.


## NOTIFICATION TO OTHERS OF CANCELLATION

This endorsement modifies insurance provided under the:

### Contractors Liability Insurance Policy

- A. If we cancel this Coverage Part(s) by written notice to the first Named Insured for any reason other than non-payment of premium, we will mail or deliver a copy of such written notice of cancellation:
1. To the name and address corresponding to each person or organization shown in the Schedule below; and
  2. At least 10 days prior to the effective date of the cancellation, as advised in our notice to the first Named Insured, or the longer number of days notice if indicated in the Schedule below.
- B. If we cancel this Coverage Part(s) by written notice to the first Named Insured for non-payment of premium, we will mail or deliver a copy of such written notice of cancellation to the name and address corresponding to each person or organization shown in the Schedule below at least 10 days prior to the effective date of such cancellation.
- C. If notice as described in Paragraphs A. or B. of this endorsement is mailed, proof of mailing will be sufficient proof of such notice.

SCHEDULE	
Name and Address of Other Person(s) / Organization(s):	Number of Days Notice:
The City of Alameda The City, its officers, employees and agents 2263 Santa Clara Avenue Alameda, CA 94501	30

CITY OF ALAMEDA  
Risk Management  
  
Date 10-13-15  
Lucretia Akil, City Risk Manager





# EVIDENCE OF COMMERCIAL PROPERTY INSURANCE

DATE (MM/DD/YYYY)

9/4/2015

THIS EVIDENCE OF COMMERCIAL PROPERTY INSURANCE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE ADDITIONAL INTEREST NAMED BELOW. THIS EVIDENCE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS EVIDENCE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE ADDITIONAL INTEREST.

PRODUCER NAME, CONTACT PERSON AND ADDRESS Lockton Insurance Brokers, LLC 19800 MacArthur Blvd., Suite 1250 CA License #0F15767 Irvine 92612		PHONE (A/C, No, Ext): 949-252-4400	COMPANY NAME AND ADDRESS Endurance Risk Solutions Assurance Co		NAIC NO: 43630
FAX (A/C, No): 949-252-4410		E-MAIL ADDRESS:		IF MULTIPLE COMPANIES, COMPLETE SEPARATE FORM FOR EACH	
CODE: TRIHO06		SUB CODE:		POLICY TYPE Property	
AGENCY CUSTOMER ID #:		LOAN NUMBER		POLICY NUMBER IMP10007392600	
NAMED INSURED AND ADDRESS 1111485 Tri Pointe Homes, Inc. 19540 Jamboree Road, Suite 300 Irvine CA 92612		EFFECTIVE DATE 7/7/2015		EXPIRATION DATE 7/7/2016	CONTINUED UNTIL TERMINATED IF CHECKED
ADDITIONAL NAMED INSURED(S)		THIS REPLACES PRIOR EVIDENCE DATED:			

**PROPERTY INFORMATION (Use REMARKS on page 2, if more space is required)** ☒ BUILDING OR ☐ BUSINESS PERSONAL PROPERTY

LOCATION / DESCRIPTION

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS EVIDENCE OF PROPERTY INSURANCE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

COVERAGE INFORMATION		PERILS INSURED	BASIC	BROAD	X	SPECIAL	
COMMERCIAL PROPERTY COVERAGE AMOUNT OF INSURANCE: \$		25,000,000				DED: \$10,000	
		YES	NO	N/A			
<input type="checkbox"/> BUSINESS INCOME <input type="checkbox"/> RENTAL VALUE			X		If YES, LIMIT: Actual Loss Sustained; # of months:		
BLANKET COVERAGE			X		If YES, indicate value(s) reported on property identified above: \$		
TERRORISM COVERAGE			X		Attach Disclosure Notice / DEC		
IS THERE A TERRORISM-SPECIFIC EXCLUSION?		X					
IS DOMESTIC TERRORISM EXCLUDED?		X					
LIMITED FUNGUS COVERAGE		X			If YES, LIMIT: DED:		
FUNGUS EXCLUSION (If "YES", specify organization's form used)			X				
REPLACEMENT COST			X				
AGREED VALUE			X				
COINSURANCE			X		If YES, %		
EQUIPMENT BREAKDOWN (If Applicable)		X			If YES, LIMIT: DED:		
ORDINANCE OR LAW - Coverage for loss to undamaged portion of bldg		X			If YES, LIMIT: Included DED:		
- Demolition Costs		X			If YES, LIMIT: \$2,500,000 DED:		
- Incr. Cost of Construction		X			If YES, LIMIT: \$2,500,000 DED:		
EARTH MOVEMENT (If Applicable)			X		If YES, LIMIT: DED:		
FLOOD (If Applicable)			X		If YES, LIMIT: DED:		
WIND / HAIL INCL <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO Subject to Different Provisions:		X			If YES, LIMIT: Included DED:		
NAMED STORM INCL <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO Subject to Different Provisions:		X			If YES, LIMIT: Included DED:		
PERMISSION TO WAIVE SUBROGATION IN FAVOR OF MORTGAGE HOLDER PRIOR TO LOSS		X					

**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

**ADDITIONAL INTEREST**

OB

MORTGAGEE		CONTRACT OF SALE		LENDER SERVICING AGENT NAME AND ADDRESS	
LENDERS LOSS PAYABLE				Date 10-13-15 Lucretia Akil, City Risk Manager	
NAME AND ADDRESS 501100 City of Alameda Public Works Department 950 West Mall Square, Room 110 Alameda CA 94501				AUTHORIZED REPRESENTATIVE 	

The ACORD name and logo are registered marks of ACORD © 2003-2014 ACORD CORPORATION. All rights reserved.



**EVIDENCE OF COMMERCIAL PROPERTY INSURANCE-Including Special Conditions (Use only if more space is required)**

Builders Risk & Property Certificate Holder is an additional insured/mortgagee \$25,000,000 - Any One Occurrence \$2,500,000 - Transit \$2,500,000 - Temporary Storage Fixed Property Coverage - Leased Offices \$13,000,000 - Real Property, Business Personal Property RFI: Subdivision Improvement Agreement for Track Map 8285, Alameda Landing Phase III.