

Recording Requested By:
City of Alameda

When recorded, return to:
City of Alameda Public Works Dept
City Engineer
950 West Mall Square, Room 110
Alameda, CA 94501

APN's: 074-1373-001, -002-2, -002-3, -003-2 & 074-1366-009

Tract Map 8591 (Alameda Landing Bay 37 Phase 2)

Document Exempt from Recording Fee: Government Code Section 6103

SUBDIVISION IMPROVEMENT AGREEMENT

This Subdivision Improvement Agreement ("**Agreement**") dated as of this ____ day of June, 2021 ("**Effective Date**") is entered into by and between the City of Alameda, a municipal corporation in the County of Alameda, State of California ("**City**"), and Pulte Home Company, LLC, a Michigan Limited Liability Company ("**Developer**"), with reference to the following facts and circumstances:

RECITALS

A. WHEREAS, Developer and the City (as successor-in-interest to Community Improvement Commission of the City of Alameda, a public body corporate and politic (the "**CIC**")) have entered into that certain Disposition and Development Agreement, originally dated December 5, 2006, and first amended December 4, 2007; and

B. Developer has presented a proposed Tract Map to City, identified as Tract Map No. 8591. The Tract Map of the Subdivision has been reviewed by the City's Public Works and Planning Directors and found to be in substantial compliance with the Final Development Plan approved by the City Planning Board on October 14, 2019 by Resolution No. PB-19-21; and

C. On October 14, 2019, the City Planning Board held a duly noticed public hearing and recommended approval of the Tentative Map for Tract No. 8524 Phase 1 through 3 with conditions which are on file in the Public Works Department; and

D. On November 19, 2019, the Alameda City Council adopted Resolution No. 15609 ("**Resolution of Approval**") approving the Tentative Map for Tract No. 8524 Phases 1 through 3

with conditions which are on file in the Public Works Department and incorporated herein by this reference; and

E. The California Subdivision Map Act (Government Code Section 66410, et seq.) (“**Map Act**”) and the City’s ordinances and regulations relating to the filing and recordation of subdivision and parcel maps (hereinafter the “Subdivision Laws”) provide that as a condition precedent to the approval of a final map the Developer must have complied with the Resolution of Approval and have either (1) completed, in accordance with applicable City standards, all of the improvements and land development work required by the Subdivision Laws and the Resolution of Approval (“Required Improvements”) or (2) entered into a secured agreement with the City to complete the Public Infrastructure Improvements within a period of time specified by the City; and

F. Construction of the Required Improvements, however, has not been completed nor have such improvements been accepted by City. In accordance with the Subdivision Laws and in consideration of the approval of the proposed Tract Map and acceptance of the irrevocable offers of dedication of public right-of-way easements and acceptance of the permanent maintenance of the Required Improvements, the parties desire to establish an agreement binding Developer to complete the Required Improvements as required by the Subdivision Laws, the Resolution of Approval and the terms and conditions set forth therein and to provide improvement security therefor as required by the Subdivision Laws and approved by the City Attorney.

NOW, THEREFORE, in consideration of the foregoing, which are incorporated herein by reference, the mutual covenants, promises and agreements herein contained, and for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto mutually agree as follows:

1. Approval: Approval of Tract Map No. 8591 by City shall be conditioned upon the recordation of this Agreement with the Alameda County Recorder.

2. Construction Obligation:

a. Developer agrees at Developer’s sole cost and expense to cause all Required Improvements to be prepared, constructed and completed to the City’s satisfaction and approved by the City as set forth in Sections 16 and 17 below, within two (2) years from the Effective Date of this Agreement, subject to delays due to Force Majeure Events (as defined in Section 21 below) and extreme weather events as described in Section 22 below.

b. Except for delays due to Force Majeure Events and extreme weather events, which may extend the time for performance under this Agreement as further described in Sections 21 and 22, 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. The Public Works Director shall determine whether there is good cause for the extension, and upon a determination of good cause may extend the time for commencement or completion of improvements for a period or periods not exceeding a total of two (2) additional years. Any such extension shall be executed in writing by the Public Works Director. 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. Any extension may be granted without notice to the Developer's surety, shall not affect the validity of the bonds or other surety, and shall not relieve the surety's liability on any of the bonds or other surety required by this Agreement. In the event an extension is granted, Developer agrees to promptly extend the term of all surety bonds or other surety acceptable to City. The effectiveness and continued validity of any extension shall be subject to the review and approval (not to be unreasonably withheld, conditioned, or delayed) of all bonds and/or other surety by the City Attorney for legal sufficiency, and if no bonds or other surety acceptable to the City Attorney are provided to secure Developer's performance, the extension shall be void.

3. Easements and Permits: In connection with the construction and completion of the Required Improvements, 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. The description and title to any rights of way or easements not shown on the final map shall be subject to approval as to form by the City Attorney and shall not be subject to any prior rights or liens, unless approved by the City Engineer and the City Attorney.

4. Construction of the Required Improvements: Construction of the Required Improvements shall commence within a reasonable time. Developer agrees to construct the Required Improvements 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 for the Required Improvements approved by the Public Works Director, prepared by;

Improvement Plans:	Carlson, Barbee & Gibson, Inc.
Landscape Plans:	Van Dorn Abed Landscape Architects, Inc.
Street Lighting Plans:	Giagalone Design Services, Inc.
Joint Trench Plans:	Giagalone Design Services, Inc.

(collectively, the "Required Improvement Plans") filed in the office of the Public Works Director. Developer agrees that all details and notes shown on the Required Improvement Plans shall be made a part of the improvements.

5. Modifications: Developer may modify the Required Improvement Plans as the development progresses should unforeseen conditions occur, provided advance written approval is obtained from the Public Works Director. City reserves the right to make or require reasonable modifications to the Required Improvement Plans whenever field conditions and/or public safety require such modifications. Developer shall pay City for all costs including, without limitation, plan check and inspection costs resulting from any such modifications. Developer shall provide personal supervision of the construction of the Required Improvements or have a competent

contractor, foreman or superintendent on-site at all times during work progress with authority to act for Developer.

6. 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 strict compliance with City permits, standards, plans, specifications, performance criteria and Subdivision regulations. Concurrent with the execution of this Agreement, Developer shall pay to City a deposit to cover ongoing Public Works plan check and inspection costs in accordance with the then current City of Alameda Master Fee Schedule.

7. 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 day's advance notice of the date upon which the 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.

8. City Services: Developer agrees to and shall be financially responsible for all required City services provided to the Subdivision or to Subdivision residents for use within the Subdivision prior to acceptance of improvements by City.

9. 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.

10. Developer Responsibility for Work: Until such time as the Required Improvements or any portion thereof 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 Required Improvements are fully completed, passed final inspection and, if to be dedicated to City, are actually dedicated 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 Required Improvements prior to the completion and acceptance of the Required Improvements, except to the extent resulting from the gross negligence or willful misconduct of the City or any City Parties (as defined in Section 24.c.).

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

12. Sale or Disposition of Subdivision: This Agreement runs with and encumbers the real property comprising the Subdivision, and the sale or other disposition of the 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, Developer may request from City a

novation of this Agreement and a substitution of security. Upon approval of the novation by the City Council and substitution of securities from City, which approval shall not be unreasonably withheld, conditioned, or delayed, Developer may obtain a release or reduction of the securities required by this Agreement. Nothing in the novation shall relieve Developer of the obligations under this Agreement for the work 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.

13. Improvement Security:

a. To insure full and faithful performance of this Agreement and in accordance with the requirements of the Subdivision Laws, Developer shall file with this Agreement the following security in the type and amounts specified:

(1) Faithful performance security in the sum of \$3,396,000 to cover all costs of the Required Improvements, which is equivalent to one hundred percent (100%) of the approved estimate for the cost of improvement.

(2) Labor and materials security in the sum of \$3,396,000 to ensure payment in full of all persons, firms and corporations who perform labor or furnish materials for work done on the Required Improvements, which is equivalent to one hundred percent (100%) of the approved estimate for the costs of labor and materials.

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

14. Form of Security: All security shall be of a type specified in Government Code Sections 66499(a)(1), (2) or (3), and must be satisfactory to and approved by the City Attorney as to form. In conjunction with the submittal of bonds, Developer shall also 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;

b. A certificate from the Clerk of 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; and

c. Certificates of deposit shall not be deemed to be satisfactory security unless such certificates provide that City is the owner of record of such funds. 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 expert witness fees, incurred in enforcing the obligation secured.

15. [INTENTIONALLY OMITTED]

16. Acceptance of Improvements: No improvement shall be accepted by City unless and until it is free of all liens and encumbrances (other than encumbrances created by or on behalf of the City), 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 Tract Map and to the satisfaction of the Public Works Director. Upon completion of final inspection of the improvements described herein, Developer shall comply with Section 8180 of the Civil Code and shall immediately 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 City shall be, before acceptance thereof by City, free and clear of all liens and encumbrances of any kind or character whatsoever (other than encumbrances created by or on behalf of the City) and free of any and all material defects and conditions creating a hazard to public health or public safety.

17. Final Acceptance of Work: Acceptance of the work on behalf of the City shall be made by the City Council upon recommendation of the City Engineer after final completion and inspection of all improvements. The City Council shall act on the City Engineer's recommendation within sixty (60) days from the date the City Engineer certifies that the work has been finally completed, as provided in this Agreement. Such acceptance shall not constitute a waiver of defects by the City. Upon formal final acceptance by the City Council as set forth herein and recordation of the Resolution of Acceptance of Public Improvements, ownership of the Required Improvements shall vest in the City.

18. Guarantee and Security: Developer guarantees that all Required 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 Developer shall repair any defects in any such improvements and replace any defective improvements which cannot be repaired and which occur or arise within the 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.

Concurrent with acceptance of the Required Improvements, Developer shall provide a warranty security equivalent to ten percent (10%) of the improvement security for the guarantee and warranty of the work for a period of one (1) year following the completion and acceptance thereof against any defective work or labor done, or defective materials furnished, subject to the limitations of Section 66499.9 of the Map Act.

19. Exoneration of Surety: Subject to Section 12 above, 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 improvements by 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 therefore, as well as payment of all outstanding fees, penalties, accrued interest, and reimbursements due City.

20. 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. Developer shall pay all applicable impact fees and all other fees due to the City and related to the Tract Map and associated improvements.

21. Default of Developer: Default of Developer under this Agreement shall include, but not be limited to, Developer's failure to timely commence construction of the Required Improvements; 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 thirty (30) consecutive calendar days after commencement of construction; 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 Developer or any owner or member of all 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 timely 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 conveyance 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 for reasons beyond the reasonable control of such party due to war; insurrection or acts of civil disobedience; strikes; lock-outs; riots; floods; earthquakes; fires; casualties; acts of God; acts of the public enemy; epidemics; quarantine restrictions; freight embargoes; lack of transportation; governmental restrictions or priority; the pendency of any mediation, arbitration, litigation or other administrative or judicial proceeding substantially affecting the a party's ability to perform its obligations under this Agreement (excluding financial inability); inability to secure necessary labor, materials or tools; acts or the failure to act of any public or governmental agency or entity (except that acts or the failure to act of the City shall not excuse performance by the City) or any other causes beyond the commercially reasonable control and without the fault of the party claiming an extension of time to perform which substantially interferes with such party's performance under this Agreement (collectively, "**Force Majeure Events**"). An extension of time for any such cause shall only be for the period of the Force Majeure Event, which period shall commence to run from the time of the commencement of the Force Majeure Event. A party claiming an extension due to a Force Majeure Event shall notify the other party in writing within thirty (30) days after commencement of the Force Majeure Event. If, however, notice by the party claiming such extension is sent to the other parties more than thirty (30) days after the commencement of the Force Majeure Event, then, unless otherwise agreed by the parties, the extension period shall commence to run only thirty (30) days prior to the giving of such notice.

22. Weather Delays: Developer shall not be deemed to be in breach of this Agreement if the cause of a delay in the time for performance is caused by extreme weather conditions that prevent the work from being performed pursuant to the Agreement. Such delay shall be evidenced by actual weather and rainfall surveys and such delayed components of the work must be shown to be critical path items in the completion of the Required Improvements. If Developer claims an extension due to extreme weather conditions Developer shall notify City in writing within thirty (30) days after the commencement of such extreme weather conditions. If, however, notice by Developer is sent to City more than thirty (30) days after the commencement of such extreme weather conditions, then, unless otherwise agreed by the parties, the extension period shall commence to run only thirty (30) days prior to the giving of such notice.

23. 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 described in this Agreement 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 Subdivision 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.

24. Indemnity/Hold Harmless:

a. 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. To the maximum extent permitted by law, Developer shall hold harmless, defend (with counsel acceptable to the City) and indemnify City, its City Council, boards, commissions, officials, employees, agents, and volunteers (collectively, "**Indemnitees**") from and

against any claim, action or proceeding against Indemnitees to attack, set aside, void or annul an approval of City concerning the Subdivision property or any portion thereof, which action is brought within the time period provided for in Government Code Section 66499.37. City shall promptly notify Developer of any claim, action or proceeding and City shall cooperate fully in the defense. If City fails to promptly notify Developer of any claim, action or proceeding or if City fails to cooperate in the defense, then thereafter, Developer shall not be responsible to defend, indemnify or hold harmless City.

c. Developer further agrees that it will hold harmless, defend (with counsel acceptable to the City) and indemnify the Indemnitees from and against any and all loss, liability, obligations, expense, claim, lawsuit, judgment, costs (including costs of defense and 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 property then owned by Developer and caused by any acts or omissions of Developer or its agents, servants, employees or contractors in the performance of its duties under this Agreement. The foregoing indemnity shall exclude any indemnified matters to the extent they result from (x) the gross negligence or willful misconduct of the City or its boards, commissions, councils, departments including the electric utility Alameda Municipal Power, officers, employees, and agents (collectively, "**City Parties**"); or (y) the mere discovery by Developer or its agents of any preexisting condition of Hazardous Materials in, on, under or about the Subdivision, so long as Developer or its agents or employees in no way exacerbate such pre-existing condition of Hazardous Materials.

25. Insurance: Without limiting Developer's indemnification provided herein, Developer shall procure and maintain at all times during the life of this Agreement 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, unless otherwise acceptable to City, 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. Developer's Coverage: Developer shall maintain insurance coverage and limits at least as broad as the following requirements, and the policies 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 (ten (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, agents 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 per occurrence limits in the amounts of \$2,000,000 and aggregate limits in the amounts of \$4,000,000 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

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.

(4) Pollution Prevention: Legal liability required for exposure to hazardous materials in the amount of \$2,000,000 each occurrence.

(5) Builders Risk: Insurance utilizing an "All Risk" (Special Perils) coverage form, with limits equal to the completed value of the project and no coinsurance penalty provisions.

b. Subrogation Waiver: Developer hereby agrees to waive rights of subrogation which any insurer of Developer may acquire from Developer by virtue of the payment of any loss. Developer agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether the City has received a waiver of subrogation endorsement from the insurer. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the City for all work performed by the Developer, its employees, agents and subcontractors.

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 Developer's name or as an agent of Developer and shall be compensated by Developer for the costs of the insurance premiums, plus interest 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, agents and volunteers shall be named as an additional insured under all insurance coverages, except worker's compensation insurance and professional liability 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. Multiple Insured: 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. Primary Coverage: For claims related to this project, Developer's insurance shall be primary and non-contributory and will not seek contribution from the City's insurance or self-insurance.

g. Failure or Breach by Developer: Any failure by Developer to comply with reporting or other provisions of this Agreement, including breach of warranties, shall not affect coverage provided to City, its officers, employees and agents.

h. Professional Liability/Engineering Consultants: Developer shall cause any of its geotechnical and civil engineering consultant to maintain professional liability insurance, which includes coverage for the professional acts, errors and omissions of each consultant in the amount of at least \$2,000,000 per occurrence or claim. Such professional liability insurance will have an inception date or a retroactive date coinciding with or prior to the date services are first performed and coverage shall be provided for at least five (5) years after the date the work or the services are accepted. If coverage is cancelled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the contract effective, or start of work date, the Developer must purchase extended reporting period coverage for a minimum of five (5) years after completion of contract work.

i. Contractor's Insurance: Before construction begins, Developer shall provide City with a letter stating its general contractor ("**Contractor**") for the project in the Subdivision. Work on the project may then begin and continue as long as that Contractor is engaged as the Contractor on the job. No other 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 Contractor and all subcontractors to provide the following insurance coverages:

(1) On or before the commencement 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 City by certified mail, Attention: Risk Manager." 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 City, its City Council, boards,

commissions, officials, employees, agents and volunteers as additional insured shall be submitted with the insurance certificates.

- Contractor shall maintain the following insurance coverage:
 - Workers' Compensation: Statutory coverage as required by the State of California.
 - 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 per occurrence limits in the amounts of \$2,000,000 and aggregate limits in the amounts of \$4,000,000 will be considered equivalent to the required minimum limits shown above.

- 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
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- Pollution Prevention: Legal liability required for exposure to hazardous materials in the amount of \$2,000,000 each occurrence.
- Builders Risk: Insurance utilizing an "All Risk" (Special Perils) coverage form, with limits equal to the completed value of the project and no coinsurance penalty provisions.

(2) Subrogation Waiver: Contractor hereby agrees to waive rights of subrogation which any insurer of Contractor may acquire from Contractor by virtue of the payment of any loss. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether the City has received a waiver of subrogation endorsement from the insurer. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the City for all work performed by the Contractor, its employees, agents and subcontractors.

(3) 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.

(4) Additional Insured: City, its City Council, boards, commissions, officials, employees, agents 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.

j. 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.

26. 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 City or Developer as hereinafter provided.

City: City of Alameda
City Attorney's Office
City Attorney
2263 Santa Clara Avenue, Room 280
Alameda, CA 94501
510-747-4750

With copy to: City of Alameda
Public Works Department
City Engineer
950 W. Mall Square, Room 110
Alameda, CA 94501
510-747-7900

Developer: Pulte Group, Inc.
Alameda Landing Project
4511 Willow Road, Suite 8
Pleasanton, CA 94588
(925) 249-3259

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

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

29. 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.

30. 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.

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

32. Recordation: Upon request by City, Developer agrees to execute and acknowledge a memorandum of this Agreement for recordation with the Alameda County Recorder. By recordation of this Agreement or a memorandum hereof, it is the 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.

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

34. Agreement runs with the Real Property: This Agreement pertains to and runs with the real property included within Tract Map 8591 which land is expressly agreed to benefit from the privileges granted to Developer under this Agreement, and binds the beneficiaries, heirs, assigns, successors in interest of Developer.

IN WITNESS WHEREOF, Developer and City have hereunto caused their hands to be subscribed through their duly authorized officers:

Pulte Home Company, LLC,
a Michigan Limited Liability Company

CITY OF ALAMEDA
a municipal corporation

By: WCSadler

Name: WILLIAM C SADLER III

Its: DEVELOPMENT DIRECTOR

Eric J. Levitt
City Manager

RECOMMENDED FOR APPROVAL:

APPROVED AS TO FORM:

Elizabeth A. Mackenzie
Chief Assistant City Attorney

IN WITNESS WHEREOF, Developer and City have hereunto caused their hands to be subscribed through their duly authorized officers:

Pulte Home Company, LLC,
a Michigan Limited Liability Company

CITY OF ALAMEDA
a municipal corporation

By: _____

Name: _____

Eric J. Levitt
City Manager


Its: _____

RECOMMENDED FOR APPROVAL:



Erin Smith
Public Works Director

APPROVED AS TO FORM:
City Attorney



Elizabeth A. Mackenzie
Chief Assistant City Attorney

IN WITNESS WHEREOF, Developer and City have hereunto caused their hands to be subscribed through their duly authorized officers:

Pulte Home Company, LLC,
a Michigan Limited Liability Company

CITY OF ALAMEDA
a municipal corporation

By: _____

Name: _____

Its: _____

Eric J. Levitt
City Manager

RECOMMENDED FOR APPROVAL:



Erin Smith
Public Works Director

APPROVED AS TO FORM:
City Attorney



Elizabeth A. Mackenzie
Chief Assistant City Attorney

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 only the truthfulness, accuracy, or validity of that document

State of California
County of Alameda

On MAY 28, 2021, before me DEE S. BUMANLAG, Notary

Public, personally appeared WILLIAM C. SADLER III,
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 Dee S. Bumanlag (Seal)
Notary Public



TRACT 8591 BAY 37 - PHASE 2

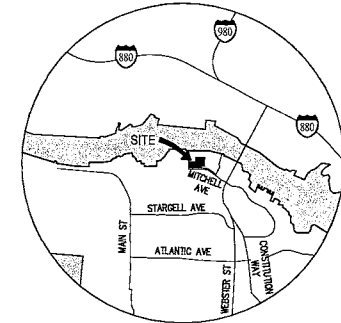
FOR CONDOMINIUM PURPOSES
CONSISTING OF 11 SHEETS
BEING A SUBDIVISION OF PARCEL THREE OF PARCEL MAP
NO. 11038 RECORDED IN BOOK 346 OF PARCEL MAPS AT PAGE 27
ALAMEDA COUNTY RECORDS
CITY OF ALAMEDA, ALAMEDA COUNTY, CALIFORNIA



CIVIL ENGINEERS

SAN RAMON • (925) 868-0322
ROSEVILLE • (916) 788-4456
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SURVEYORS • PLANNERS
JUNE 2021



VICINITY MAP

NOT TO SCALE

OWNER'S STATEMENT

THE UNDERSIGNED HEREBY STATES THAT IT IS THE OWNER OF OR HAS SOME RIGHT, TITLE OR INTEREST IN AND TO THE REAL PROPERTY INCLUDED WITHIN THE SUBDIVISION SHOWN ON THE MAP; THAT IT IS THE ONLY ENTITY WHOSE CONSENT IS NECESSARY TO PASS A CLEAR TITLE TO SAID REAL PROPERTY; AND THAT IT HEREBY CONSENTS TO THE MAKING OF SAID MAP AND SUBDIVISION AS SHOWN WITHIN THE DISTINCTIVE BORDER LINE; AND HEREBY CONSENTS TO ALL DEDICATIONS AND OFFERS OF DEDICATION THEREIN.

THE UNDERSIGNED ALSO HEREBY STATES THAT THE REAL PROPERTY DESCRIBED BELOW IS DEDICATED AS AN EASEMENT FOR PUBLIC PURPOSES: FOR INGRESS AND EGRESS OF EMERGENCY VEHICLES OVER, UPON AND ACROSS THOSE STRIPS OF LAND DESIGNATED "EMERGENCY VEHICLE ACCESS EASEMENT (EVAE)" AS DELINEATED ON THIS MAP.

THE UNDERSIGNED ALSO HEREBY STATES THAT THE REAL PROPERTY DESCRIBED BELOW IS DEDICATED AS AN EASEMENT FOR PUBLIC PURPOSES: FOR PUBLIC UTILITIES AND THEIR APPURTENANCES AND THE RIGHT TO CONSTRUCT, INSTALL, MAINTAIN AND REPLACE SUCH UTILITIES AND THEIR APPURTENANCES UNDER, ON, OVER THE STRIPS OF LAND DESIGNATED "PUBLIC UTILITY EASEMENT" (PUE) ON SAID MAP. SAID PUBLIC UTILITY EASEMENT SHALL BE KEPT OPEN AND FREE FROM BUILDINGS AND STRUCTURES OF ANY KIND EXCEPT LAWFUL FENCES, SURFACE PAVEMENT, LAWFUL UNSUPPORTED ROOF OVERHANGS, LANDSCAPING, IRRIGATION SYSTEMS, UTILITY COMPANY STRUCTURES AND APPURTENANCES THEREOF.

THE UNDERSIGNED ALSO HEREBY STATES THAT THE REAL PROPERTY DESCRIBED BELOW IS DEDICATED AS AN EASEMENT FOR PUBLIC PURPOSES: FOR PUBLIC ACCESS PURPOSES AND APPURTENANCES THERETO ON OR OVER THOSE CERTAIN STRIPS OF LAND DESIGNATED AND DELINEATED AS "PAE" (PUBLIC ACCESS EASEMENT).

THE UNDERSIGNED ALSO HEREBY STATES THAT THE REAL PROPERTY DESCRIBED BELOW IS DEDICATED AS AN EASEMENT FOR PUBLIC PURPOSES: FOR THE CONSTRUCTION AND MAINTENANCE OF A FUTURE BICYCLE AND PEDESTRIAN BRIDGE AND APPURTENANCES THERETO, INCLUDING PUBLIC ACCESS, ON OR OVER THOSE CERTAIN STRIPS OF LAND DESIGNATED AND DELINEATED AS "BICYCLE AND PEDESTRIAN BRIDGE EASEMENT".

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

THE EASEMENT AREA MAY BE LANDSCAPED IN A MANNER CONSISTENT WITH EAST BAY MUNICIPAL UTILITY DISTRICT'S USE; HOWEVER, NO BUILDING OR STRUCTURE MAY BE PLACED ON SAID EASEMENT, NO TREES MAY BE PLANTED WITHIN THE EASEMENT AREA AND NO CHANGES MAY BE MADE TO THE EXISTING SURFACE ELEVATION (GRADE) OF THE EASEMENT AREA BY MORE THAN ONE (1) FOOT, NOR SHALL ANYTHING BE DONE THEREON WHICH MAY INTERFERE WITH EAST BAY MUNICIPAL UTILITY DISTRICT'S FULL ENJOYMENT OF SAID EASEMENT. EBMUD SHALL ACCEPT THIS EASEMENT BY SEPARATE INSTRUMENT.

THE UNDERSIGNED ALSO HEREBY STATES THAT THE STRIPS OF LAND DESIGNATED AS "PSDE" (PRIVATE STORM DRAIN EASEMENT) ARE RESERVED FOR THE PURPOSE OF INSTALLATION, CONSTRUCTION, AND MAINTENANCE OF PRIVATE STORM DRAIN FACILITIES AND THEIR APPURTENANCES THERETO; SAID EASEMENTS ARE TO BE KEPT OPEN AND FREE FROM ALL BUILDINGS AND STRUCTURES OF ANY KIND, EXCEPT IRRIGATION SYSTEMS AND APPURTENANCES THERETO, LAWFUL FENCES AND ALL LAWFUL UNSUPPORTED OVERHANGS. THE MAINTENANCE, REPAIR AND/OR REPLACEMENT OF IMPROVEMENTS WITHIN SAID EASEMENT SHALL BE THE SOLE RESPONSIBILITY OF THE HOMEOWNERS ASSOCIATION BENEFITED, AS DETERMINED BY THE APPROPRIATE COVENANTS, CONDITIONS AND RESTRICTIONS; SAID EASEMENTS ARE NOT OFFERED, NOR IS IT ACCEPTED FOR DEDICATION BY THE CITY OF ALAMEDA.

PARCELS S, T, U, V, W, X, Z, & AB ARE FOR PRIVATE ROADWAY PURPOSES AND SHALL BE GRANTED IN FEE TO THE HOMEOWNERS ASSOCIATION BY SEPARATE INSTRUMENT.

PARCELS R, Y, & AA ARE FOR OPEN SPACE PURPOSES AND SHALL BE GRANTED IN FEE TO THE HOMEOWNERS ASSOCIATION BY SEPARATE INSTRUMENT.

THIS MAP SHOWS ALL THE EASEMENTS ON THE PREMISES, OR OF RECORD.

AS OWNER: PULTE HOME COMPANY, LLC, A MICHIGAN LIMITED LIABILITY COMPANY

BY: _____

NAME: _____

TITLE: _____

DATE: _____

OWNER'S ACKNOWLEDGMENT

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

STATE OF _____ } SS.
COUNTY OF _____ }

ON _____, BEFORE ME, _____, A
NOTARY PUBLIC, PERSONALLY APPEARED _____, 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:

SIGNATURE: _____

NAME (PRINT): _____

PRINCIPAL COUNTY OF BUSINESS: _____

MY COMMISSION NUMBER: _____

MY COMMISSION EXPIRES: _____

CLERK OF THE BOARD OF SUPERVISOR'S CERTIFICATE

I, ANIKA CAMPBELL-BELTON, CLERK OF THE BOARD OF SUPERVISORS FOR THE COUNTY OF ALAMEDA, STATE OF CALIFORNIA, DO HEREBY STATE, AS CHECKED BELOW:

[] AN APPROVED BOND HAS BEEN FILED WITH SAID BOARD IN THE AMOUNT OF \$ _____
CONDITIONED FOR THE PAYMENT OF ALL TAXES AND SPECIAL ASSESSMENTS COLLECTED AS TAXES
WHICH ARE NOW A LIEN AGAINST SAID LAND OR ANY PART THEREOF, BUT NOT YET PAYABLE AND
WAS DULY APPROVED BY SAID BOARD IN SAID AMOUNT.

[] ALL TAXES AND SPECIAL ASSESSMENTS COLLECTED AS TAXES HAVE BEEN PAID, AS STATED BY THE
TREASURER-TAX COLLECTOR OF THE COUNTY OF ALAMEDA.

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

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

BY: _____
DEPUTY COUNTY CLERK

RECORDER'S STATEMENT

FILED THIS _____ DAY OF _____, 20____, AT _____ M, IN BOOK _____ OF MAPS, AT
PAGES _____, IN THE OFFICE OF THE COUNTY RECORDER OF THE COUNTY OF ALAMEDA,
STATE OF CALIFORNIA, AT THE REQUEST OF FIRST AMERICAN TITLE COMPANY.

FEE: _____

SERIES NO: _____

MELISSA WILK,
COUNTY RECORDER
COUNTY OF ALAMEDA, CALIFORNIA

BY: _____
DEPUTY

TRACT 8591 BAY 37 - PHASE 2

FOR CONDOMINIUM PURPOSES
CONSISTING OF 11 SHEETS
BEING A SUBDIVISION OF PARCEL THREE OF PARCEL MAP
NO. 11038 RECORDED IN BOOK 346 OF PARCEL MAPS AT PAGE 27
ALAMEDA COUNTY RECORDS
CITY OF ALAMEDA, ALAMEDA COUNTY, CALIFORNIA



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JUNE 2021

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TRUSTEE'S STATEMENT

THE UNDERSIGNED, AS TRUSTEE UNDER THE DEED OF TRUST RECORDED ON _____
INSTRUMENT NUMBER _____ OF OFFICIAL RECORDS, ALAMEDA COUNTY,
CALIFORNIA; DOES HEREBY JOIN IN AND CONSENT TO THE FOREGOING OWNER'S STATEMENT AND
ALL DEDICATIONS SHOWN HEREIN.

FIRST AMERICAN TITLE INSURANCE COMPANY

BY: _____

NAME-(PRINTED) _____

TITLE: _____

DATE: _____

TRUSTEE'S ACKNOWLEDGMENT

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

STATE OF _____ } SS.
COUNTY OF _____ }

ON _____, BEFORE ME, _____, A
NOTARY PUBLIC, PERSONALLY APPEARED _____, 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:

SIGNATURE: _____

NAME (PRINT): _____

PRINCIPAL COUNTY OF BUSINESS: _____

MY COMMISSION NUMBER: _____

MY COMMISSION EXPIRES: _____

SURVEYOR'S STATEMENT

THIS MAP WAS PREPARED BY ME OR UNDER MY DIRECTION AND IS BASED UPON A FIELD
SURVEY IN CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL
ORDINANCE AT THE REQUEST OF PULTE HOMES COMPANY, LLC IN DECEMBER 2020. I HEREBY
STATE THAT THIS FINAL MAP SUBSTANTIALLY CONFORMS TO THE APPROVED OR CONDITIONALLY
APPROVED TENTATIVE MAP, IF ANY AND THAT ALL THE MONUMENTS ARE OF THE CHARACTER
AND OCCUPY THE POSITIONS INDICATED, OR THAT THEY WILL BE SET IN SUCH POSITIONS ON
OR BEFORE DECEMBER 31, 2023, AND THAT THE MONUMENTS ARE, OR WILL BE, SUFFICIENT TO
ENABLE THE SURVEY TO BE RETRACED AND THE SURVEY IS TRUE AND COMPLETE AS SHOWN.

MARK H. WEHBER, P.L.S.
L.S. NO. 7980

DATE: _____



ACTING CITY SURVEYOR'S STATEMENT

I, SCOTT A. SHORTIDGE, ACTING CITY SURVEYOR FOR THE CITY OF ALAMEDA, STATE OF
CALIFORNIA, DO HEREBY CERTIFY THAT I HAVE EXAMINED THE HEREIN EMBODIED TRACT MAP
ENTITLED "TRACT 8591, BAY 37 - PHASE 2, CITY OF ALAMEDA, ALAMEDA COUNTY,
CALIFORNIA," AND FOUND THE TRACT MAP TO BE TECHNICALLY CORRECT.

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

SCOTT A. SHORTIDGE, L.S. 6441
ACTING CITY SURVEYOR, CITY OF ALAMEDA
COUNTY OF ALAMEDA, CALIFORNIA



SIGNATURE OMISSIONS

THE SIGNATURE OF THE PARTIES LISTED BELOW, OWNER(S) OF EASEMENTS PER DOCUMENT NOTED
BELOW HAVE BEEN OMITTED UNDER THE PROVISIONS OF SECTIONS 66436, SUBSECTION
(A)(3)(A)(1) OF THE SUBDIVISION MAP ACT, THEIR INTEREST IS SUCH THAT IT CANNOT RIPEN INTO
A FEE AND SAID SIGNATURES ARE NOT REQUIRED BY THE GOVERNING BODY.

1. EAST BAY MUNICIPAL UTILITY DISTRICT, SEWER EASEMENT PER 6149 OR 375, AND SEWER
EASEMENT PER 2013-149379.
2. NORTHERN CALIFORNIA POWER AGENCY, GAS PIPELINE EASEMENT PER 87-240248,
2013-143201, 2013-128889, AND 2013-128990.
3. UNITED STATES OF AMERICA, SEWER EASEMENT PER 4414 OR 13.
4. ALAMEDA POWER AND TELECOM, ELECTRIC/TELECOM EASEMENT PER 2004-387604.

CITY ENGINEER'S STATEMENT

I, RUSSELL S. THOMPSON, CITY ENGINEER OF THE CITY OF ALAMEDA, COUNTY OF ALAMEDA, STATE OF
CALIFORNIA, DO HEREBY STATE THAT I HAVE EXAMINED THE HEREIN EMBODIED FINAL MAP ENTITLED "TRACT
8591, BAY 37 - PHASE 2, CITY OF ALAMEDA, ALAMEDA COUNTY, CALIFORNIA", CONSISTING OF 11 SHEETS,
THIS STATEMENT BEING UPON SHEET TWO (2) THEREOF, AND THAT THE SUBDIVISION AS SHOWN ON SAID FINAL
MAP IS SUBSTANTIALLY THE SAME AS SAID SUBDIVISION APPEARED ON THE TENTATIVE MAP, AND ANY
APPROVED ALTERATIONS THEREOF; THAT ALL THE PROVISIONS OF THE SUBDIVISION MAP ACT OF THE STATE
OF CALIFORNIA AND AMENDMENTS THERETO AND ANY LOCAL ORDINANCE APPLICABLE AT THE TIME OF
APPROVAL OF THE TENTATIVE MAP HAVE BEEN COMPLIED WITH.

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

RUSSELL S. THOMPSON, R.C.E. 43,069
CITY ENGINEER, CITY OF ALAMEDA
COUNTY OF ALAMEDA, CALIFORNIA



CITY CLERK'S STATEMENT

I, LARA WEISGER, CITY CLERK OF THE COUNCIL OF THE CITY OF ALAMEDA, COUNTY OF ALAMEDA, STATE OF
CALIFORNIA, DO HEREBY STATE THAT THE HEREIN EMBODIED FINAL MAP ENTITLED, "TRACT 8591, BAY 37 -
PHASE 2, ALAMEDA, CALIFORNIA", CONSISTING OF 11 SHEETS, THIS STATEMENT BEING UPON SHEET TWO (2)
THEREOF, WAS PRESENTED TO SAID COUNCIL OF THE CITY OF ALAMEDA AS PROVIDED BY LAW AT A REGULAR
MEETING HELD ON THE _____ DAY OF _____, 20____, AND THAT SAID COUNCIL OF THE CITY
OF ALAMEDA DID THEREON BY RESOLUTION NO. _____, DULY PASSED AND ADOPTED AT SAID MEETING,
APPROVE SAID MAP AND ACCEPT ON BEHALF OF THE CITY OF ALAMEDA AND THE PUBLIC, ALL PARCELS OF
LAND OFFERED IN FEE, SUBJECT TO IMPROVEMENT, ALL EASEMENTS AS OFFERED FOR PUBLIC USE IN
CONFORMITY WITH THE TERMS OF THE OFFERS OF DEDICATION, AND REJECTS ON BEHALF OF THE CITY OF
ALAMEDA THE EASEMENT DESIGNATED AS EBMUD.

IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND AND SEAL

THIS _____ DAY OF _____, 20____.

LARA WEISGER, CITY CLERK AND CLERK OF THE
CITY COUNCIL, CITY OF ALAMEDA
COUNTY OF ALAMEDA, STATE OF CALIFORNIA

SOILS AND GEOLOGICAL REPORT

A GEOTECHNICAL REPORT ON THIS PROPERTY HAS BEEN PREPARED BY LANGAN ENGINEERING AND
ENVIRONMENTAL SERVICES, INC., PROJECT NO 731584113, DATED SEPTEMBER 10, 2018, COPIES OF WHICH HAVE
BEEN FILED WITH THE CITY CLERK OF THE CITY OF ALAMEDA

ADJUSTED PARCEL 2
2020-070557

PARCEL FOUR
346 PM 27

FISC PROPERTIES, LLC
2017-277508

DESIGNATED REMAINDER
346 PM 27

CITY OF ALAMEDA
2009-356111

MITCHELL AVENUE

TRACT 8131
329 M 83

MARTIN MARINER AVENUE

MARTIN
MARINER
AVENUE

PARCEL Z

TRACT 8524
363 M 67

HALWAY LANE

PARCEL X

CRUSADER STREET

PARCEL AB

SAN JACINTO LANE

PARCEL U

PAWNEE LANE

PARCEL S

OAK RIDGE LANE

PARCEL T

PARCEL Y

PARCEL R

FIFTH STREET

FIFTH STREET

TRACT 8591 BAY 37 - PHASE 2

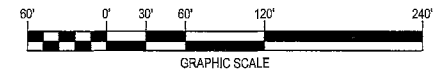
FOR CONDOMINIUM PURPOSES
CONSISTING OF 11 SHEETS
BEING A SUBDIVISION OF PARCEL THREE OF PARCEL MAP
NO. 11038 RECORDED IN BOOK 346 OF PARCEL MAPS AT PAGE 27
ALAMEDA COUNTY RECORDS
CITY OF ALAMEDA, ALAMEDA COUNTY, CALIFORNIA



SAN RAMON (925) 896-0322
ROSEVILLE (916) 788-4458
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CIVIL ENGINEERS SURVEYORS PLANNERS

SCALE: 1" = 60' JUNE 2021



BASIS OF BEARINGS:

THE BASIS OF BEARINGS FOR THIS MAP WAS DETERMINED BY FOUND MONUMENTS
USC&GS STATIONS "MAIN-SING" AND "STAND B" AS SAID POINTS ARE SHOWN AND
SO DESIGNATED ON PARCEL MAP 11038 (346 PM 27), THE BEARING BEING
N64°28'15"E. COURSES ARE BASED ON THE CALIFORNIA COORDINATE SYSTEM OF
1927, ZONE 3. DISTANCES SHOWN ARE GROUND DISTANCES. TO OBTAIN GRID
DISTANCES MULTIPLY GROUND DISTANCES BY 0.99999295, AS SHOWN ON SAID
PARCEL MAP 11038.

LEGEND

---	SUBDIVISION BOUNDARY LINE
---	LOT LINE
---	EASEMENT LINE
---	MONUMENT LINE
---	TIE LINE
(LL)	LOT LINE
(T)	TOTAL
(R)	RADIAL
(M-LL)	MONUMENT TO LOT LINE
(M-M)	MONUMENT TO MONUMENT
(M-PL)	MONUMENT TO PROPERTY LINE
(M-TIE)	MONUMENT TO TIE
(TIE-LL)	TIE TO LOT LINE
⊙	FOUND STANDARD STREET MONUMENT
⊙	STANDARD STREET MONUMENT TO BE SET PER (6)
⊙	SET STANDARD STREET MONUMENT, LS 7990
EBMUD	EAST BAY MUNICIPAL UTILITY DISTRICT
EVAE	EMERGENCY VEHICLE ACCESS EASEMENT
PAE	PUBLIC ACCESS EASEMENT
PUE	PUBLIC UTILITY EASEMENT
PSDE	PRIVATE STORM DRAIN EASEMENT
---	SHEET LIMITS
#	SHEET NUMBER

REFERENCES:

- (#) REFERENCE NUMBER
- (1) PARCEL MAP NO. 7654 (270 PM 56)
- (2) PARCEL MAP NO. 10086 (320 PM 43)
- (3) TRACT MAP 8131 (325 M 83)
- (4) TRACT MAP 8132 (329 M 21)
- (5) PARCEL MAP NO. 11038 (346 PM 27)
- (6) TRACT MAP 8524 (363 M 67)

FISC PROPERTIES, LLC
2017-277608

LINE TABLE		
NO	BEARING	LENGTH
L1	N00°00'00"E	25.50' (M-LL)
L2	N00°00'00"E	25.50' (M-LL)

CURVE TABLE		
NO	RADIUS	DELTA
C1	28.00'	64°37'18"

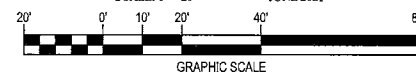
TRACT 8591 BAY 37 - PHASE 2

FOR CONDOMINIUM PURPOSES
CONSISTING OF 11 SHEETS
BEING A SUBDIVISION OF PARCEL THREE OF PARCEL MAP
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SCALE: 1" = 20'
JUNE 2021



BASIS OF BEARINGS:

THE BASIS OF BEARINGS FOR THIS MAP WAS DETERMINED BY FOUND MONUMENTS
USCGS STATIONS "MAIN-SING" AND "STAND B" AS S&D POINTS ARE SHOWN AND
SO DESIGNATED ON PARCEL MAP 11038 (346 PM 27), THE BEARING BEING
N64°28'15"E. COURSES ARE BASED ON THE CALIFORNIA COORDINATE SYSTEM OF
1927, ZONE 3. DISTANCES SHOWN ARE GROUND DISTANCES. TO OBTAIN GRID
DISTANCES MULTIPLY GROUND DISTANCES BY 0.99959295, AS SHOWN ON SAID
PARCEL MAP 11038.

LEGEND

---	SUBDIVISION BOUNDARY LINE
---	LOT LINE
---	EASEMENT LINE
---	MONUMENT LINE
---	TIE LINE
(LL)	LOT LINE
(T)	TOTAL
(R)	RADIAL
(M-LL)	MONUMENT TO LOT LINE
(M-M)	MONUMENT TO MONUMENT
(M-PL)	MONUMENT TO PROPERTY LINE
(M-TIE)	MONUMENT TO TIE
(TIE-LL)	TIE TO LOT LINE
⊙	FOUND STANDARD STREET MONUMENT
⊙	STANDARD STREET MONUMENT TO BE SET PER (6)
⊙	SET STANDARD STREET MONUMENT, LS 7960
EBMUD	EAST BAY MUNICIPAL UTILITY DISTRICT
EVAE	EMERGENCY VEHICLE ACCESS EASEMENT
PAE	PUBLIC ACCESS EASEMENT
PUE	PUBLIC UTILITY EASEMENT
PSDE	PRIVATE STORM DRAIN EASEMENT

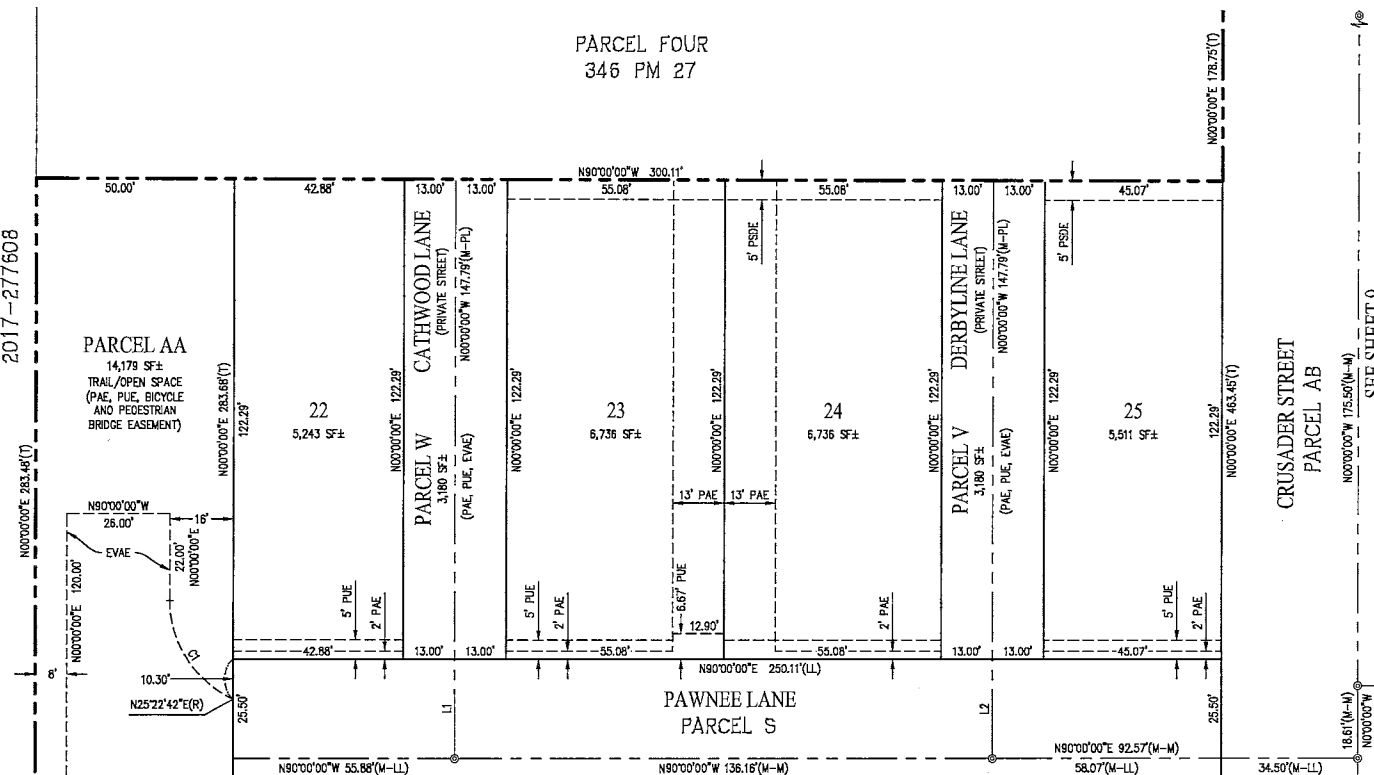
NOTES:

1. SEE SHEET 3 FOR EXISTING EASEMENTS.

REFERENCES:

- (#) REFERENCE NUMBER
- (1) PARCEL MAP NO. 7654 (270 PM 56)
- (2) PARCEL MAP NO. 10086 (320 PM 43)
- (3) TRACT MAP 8131 (325 M 63)
- (4) TRACT MAP 8132 (329 M 21)
- (5) PARCEL MAP NO. 11038 (346 PM 27)
- (6) TRACT MAP 8524 (363 M 67)

PARCEL FOUR
346 PM 27



SEE SHEET 6

SEE SHEET 9

FISC PROPERTIES, LLC
2017-277608

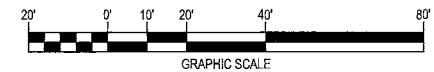
SEE SHEET 5

TRACT 8591 BAY 37 - PHASE 2

FOR CONDOMINIUM PURPOSES
CONSISTING OF 11 SHEETS
BEING A SUBDIVISION OF PARCEL THREE OF PARCEL MAP
NO. 11038 RECORDED IN BOOK 346 OF PARCEL MAPS AT PAGE 27
ALAMEDA COUNTY RECORDS
CITY OF ALAMEDA, ALAMEDA COUNTY, CALIFORNIA



CIVIL ENGINEERS • SURVEYORS • PLANNERS
SCALE: 1" = 20'
JUNE 2021



BASIS OF BEARINGS:

THE BASIS OF BEARINGS FOR THIS MAP WAS DETERMINED BY FOUND MONUMENTS
USC&GS STATIONS "MAIN-SING" AND "STAND B" AS SAID POINTS ARE SHOWN AND
SO DESIGNATED ON PARCEL MAP 11038 (346 PM 27), THE BEARING BEING
N64°28'15"E. COURSES ARE BASED ON THE CALIFORNIA COORDINATE SYSTEM OF
1927, ZONE 3. DISTANCES SHOWN ARE GROUND DISTANCES. TO OBTAIN GRID
DISTANCES MULTIPLY GROUND DISTANCES BY 0.99999295, AS SHOWN ON SAID
PARCEL MAP 11038.

LEGEND

	SUBDIVISION BOUNDARY LINE
	LOT LINE
	EASEMENT LINE
	MONUMENT LINE
	TIE LINE
(LL)	LOT LINE
(T)	TOTAL
(R)	RACIAL
(M-LL)	MONUMENT TO LOT LINE
(M-M)	MONUMENT TO MONUMENT
(M-PL)	MONUMENT TO PROPERTY LINE
(M-TIE)	MONUMENT TO TIE
(TIE-LL)	TIE TO LOT LINE
⊙	FOUND STANDARD STREET MONUMENT
⊙	STANDARD STREET MONUMENT TO BE SET PER (E)
⊙	SET STANDARD STREET MONUMENT, LS 7980
EBMUD	EAST BAY MUNICIPAL UTILITY DISTRICT
EVAE	EMERGENCY VEHICLE ACCESS EASEMENT
PAE	PUBLIC ACCESS EASEMENT
PUE	PUBLIC UTILITY EASEMENT
PSDE	PRIVATE STORM DRAIN EASEMENT

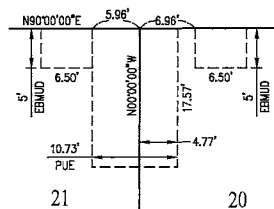
NOTES:

1. SEE SHEET 3 FOR EXISTING EASEMENTS.

REFERENCES:

- (#) REFERENCE NUMBER
(1) PARCEL MAP NO. 7654 (270 PM 56)
(2) PARCEL MAP NO. 10086 (320 PM 43)
(3) TRACT MAP 8131 (325 M 83)
(4) TRACT MAP 8132 (329 M 21)
(5) PARCEL MAP NO. 11038 (346 PM 27)
(6) TRACT MAP 8524 (363 M 67)

DESIGNATED REMAINDER
346 PM 27
PAWNEE LANE
PARCELS



DETAIL A
NOT TO SCALE

LINE TABLE		
NO	BEARING	LENGTH
L1	N00°00'00"E	25.50' (M-LL)
L2	N00°00'00"E	25.50' (M-LL)
L3	N80°00'00"E	34.50' (M-LL)

CURVE TABLE			
NO	RADIUS	DELTA	LENGTH
C1	28.00'	64°37'18"	31.58'
C2	28.00'	64°37'18"	31.58'

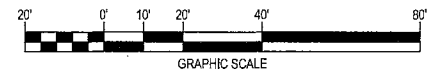
TRACT 8591 BAY 37 - PHASE 2

FOR CONDOMINIUM PURPOSES
CONSISTING OF 11 SHEETS
BEING A SUBDIVISION OF PARCEL THREE OF PARCEL MAP
NO. 11038 RECORDED IN BOOK 346 OF PARCEL MAPS AT PAGE 27
ALAMEDA COUNTY RECORDS
CITY OF ALAMEDA, ALAMEDA COUNTY, CALIFORNIA



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ROSEVILLE (916) 788-4456
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CIVIL ENGINEERS SURVEYORS PLANNERS
SCALE: 1" = 20' JUNE 2021



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DISTANCES MULTIPLY GROUND DISTANCES BY 0.99999295, AS SHOWN ON SAID
PARCEL MAP 11038.

LEGEND

---	SUBDIVISION BOUNDARY LINE
---	LOT LINE
---	EASEMENT LINE
---	MONUMENT LINE
---	TIE LINE
(LL)	LOT LINE
(T)	TOTAL
(R)	RADIAL
(M-LL)	MONUMENT TO LOT LINE
(M-M)	MONUMENT TO MONUMENT
(M-PL)	MONUMENT TO PROPERTY LINE
(M-TIE)	MONUMENT TO TIE
(TIE-LL)	TIE TO LOT LINE
⊙	FOUND STANDARD STREET MONUMENT
⊙	STANDARD STREET MONUMENT TO BE SET PER (6)
⊙	SET STANDARD STREET MONUMENT, LS 7960
EBMUD	EAST BAY MUNICIPAL UTILITY DISTRICT
EVAE	EMERGENCY VEHICLE ACCESS EASEMENT
PAE	PUBLIC ACCESS EASEMENT
PUE	PUBLIC UTILITY EASEMENT
PSDE	PRIVATE STORM DRAIN EASEMENT

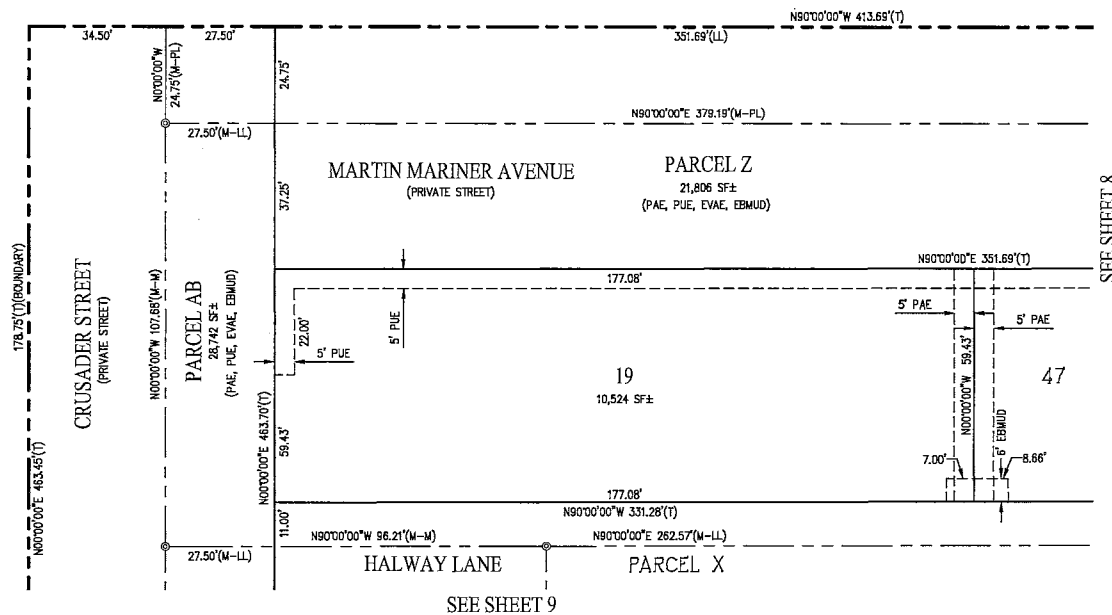
NOTES:

1. SEE SHEET 3 FOR EXISTING EASEMENTS.

REFERENCES:

- (#) REFERENCE NUMBER
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(4) TRACT MAP 8132 (329 M 21)
(5) PARCEL MAP NO. 11038 (346 PM 27)
(6) TRACT MAP 8524 (363 M 67)

PARCEL FOUR
346 PM 27



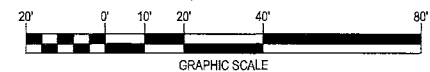
TRACT 8591 BAY 37 - PHASE 2

FOR CONDOMINIUM PURPOSES
CONSISTING OF 11 SHEETS
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SCALE: 1" = 20'
JUNE 2021



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LEGEND

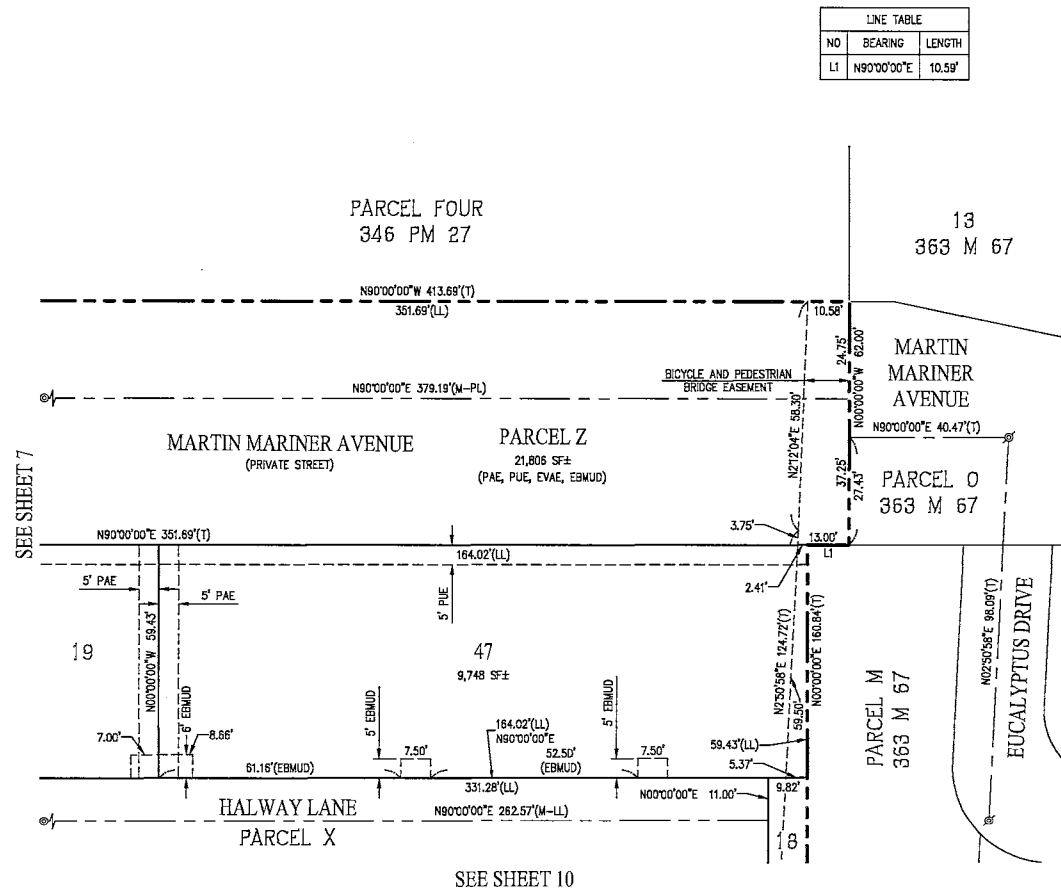
---	SUBDIVISION BOUNDARY LINE
---	LOT LINE
---	EASEMENT LINE
---	MONUMENT LINE
---	TIE LINE
(LL)	LOT LINE
(T)	TOTAL
(R)	RADIAL
(M-LL)	MONUMENT TO LOT LINE
(M-M)	MONUMENT TO MONUMENT
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(TIE-LL)	TIE TO LOT LINE
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⊙	STANDARD STREET MONUMENT TO BE SET PER (6)
⊙	SET STANDARD STREET MONUMENT, LS 7860
EBMUD	EAST BAY MUNICIPAL UTILITY DISTRICT
EVAE	EMERGENCY VEHICLE ACCESS EASEMENT
PAE	PUBLIC ACCESS EASEMENT
PUE	PUBLIC UTILITY EASEMENT
PSDE	PRIVATE STORM DRAIN EASEMENT

NOTES:

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- (6) TRACT MAP 8524 (363 M 67)

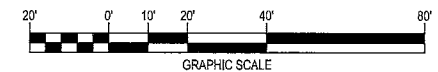


TRACT 8591 BAY 37 - PHASE 2

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CONSISTING OF 11 SHEETS
BEING A SUBDIVISION OF PARCEL THREE OF PARCEL MAP
NO. 11038 RECORDED IN BOOK 346 OF PARCEL MAPS AT PAGE 27
ALAMEDA COUNTY RECORDS
CITY OF ALAMEDA, ALAMEDA COUNTY, CALIFORNIA



CIVIL ENGINEERS • SURVEYORS • PLANNERS
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JUNE 2021



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DISTANCES MULTIPLY GROUND DISTANCES BY 0.9999295, AS SHOWN ON SAID
PARCEL MAP 11038.

LEGEND

	SUBDIVISION BOUNDARY LINE
	LOT LINE
	EASEMENT LINE
	MONUMENT LINE
	TIE LINE
(LL)	LOT LINE
(T)	TOTAL
(R)	RADIAL
(M-LL)	MONUMENT TO LOT LINE
(M-M)	MONUMENT TO MONUMENT
(M-PL)	MONUMENT TO PROPERTY LINE
(M-TIE)	MONUMENT TO TIE
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EBMUD	EAST BAY MUNICIPAL UTILITY DISTRICT
EVAE	EMERGENCY VEHICLE ACCESS EASEMENT
PAE	PUBLIC ACCESS EASEMENT
PUE	PUBLIC UTILITY EASEMENT
PSDE	PRIVATE STORM DRAIN EASEMENT

NOTES:

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- (2) PARCEL MAP NO. 10086 (320 PM 43)
- (3) TRACT MAP 8131 (325 M 63)
- (4) TRACT MAP 8132 (329 M 21)
- (5) PARCEL MAP NO. 11038 (346 PM 27)
- (6) TRACT MAP 8524 (383 M 67)

SEE SHEET 7

19

47



SEE SHEET 10

SEE SHEET 11

16

CURVE TABLE			
NO	RADIUS	DELTA	LENGTH
C1	17.50'	90°00'00"	27.49'
C2	18.00'	90°00'00"	28.27'
C3	17.50'	90°00'00"	27.49'
C4	18.00'	90°00'00"	28.27'
C5	233.00'	4°28'43"	18.21'
C6	211.00'	4°28'43"	15.49'
C7	28.00'	68°12'48"	33.34'

CURVE TABLE			
NO	RADIUS	DELTA	LENGTH
C8	28.00'	68°12'48"	33.34'
C9	28.00'	63°31'13"	31.04'
C10	28.00'	70°08'41"	34.28'
C11	233.00'	1°15'37"	5.12'
C12	17.50'	20°59'37"	6.41'
C13	17.50'	17°10'18"	5.24'
C14	18.00'	21°46'37"	6.84'

CURVE TABLE			
NO	RADIUS	DELTA	LENGTH
C15	18.00'	20°36'02"	6.47'
C16	18.00'	15°53'52"	4.99'
C17	222.00'	4°28'43"	17.35'
C18	12.50'	13°45'04"	3.00'
C19	13.00'	13°13'20"	3.00'
C20	18.00'	6°54'02"	2.17'
C21	13.00'	13°13'20"	3.00'

LINE TABLE		
NO	BEARING	LENGTH
L1	N00°00'00"W	11.00'
L2	N00°00'00"W	11.00'
L3	N51°50'05"E	5.00'
L4	N90°00'00"W	5.34'
L5	N47°37'21"W	5.00'
L6	N90°00'00"E	5.50'
L7	N90°00'00"E	5.05'
L8	N67°12'08"E	5.00'

PARCEL FOUR
345 PM 27

178.75(T) (BOUNDARY)

SEE SHEET 5

25

PAWNEE LANE
PARCEL 5

N00°00'00"E 463.46(T)

CRUSADER STREET
(PRIVATE STREET)

N00°00'00"W 175.50(M-M)

PARCEL AB

28,742 SF±

(PAE, PUE, EVAE, EBMUD)

N00°00'00"E 463.70(T)

N00°00'00" 175.50(M-M)

PARCEL U

3,948 SF±

(PAE, PUE, EVAE, EBMUD)

N00°00'00" 175.50(M-M)

PARCEL X

7,286 SF±

(PAE, PUE, EVAE, EBMUD)

N90°00'00"E 331.28(T)

PARCEL T

7,116 SF±

(PAE, PUE, EVAE, EBMUD)

N90°00'00"E 102.88(M-TIE)

N90°00'00"E 171.59'

N90°00'00"E 102.88(M-TIE)

N90°00'00"E 171.59'

N90°00'00"E 102.88(M-TIE)

N90°00'00"E 171.59'

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N90°00'00"E 171.59'

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N90°00'00"E 171.59'

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N90°00'00"E 171.59'

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N90°00'00"E 171.59'

N90°00'00"E 102.88(M-TIE)

N90°00'00"E 171.59'

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N90°00'00"E 102.88(M-TIE)

N90°00'00"E 171.59'

N90°00'00"E 102.88(M-TIE)

N90°00'00"E 171.59'

N90°00'00"E 102.88(M-TIE)

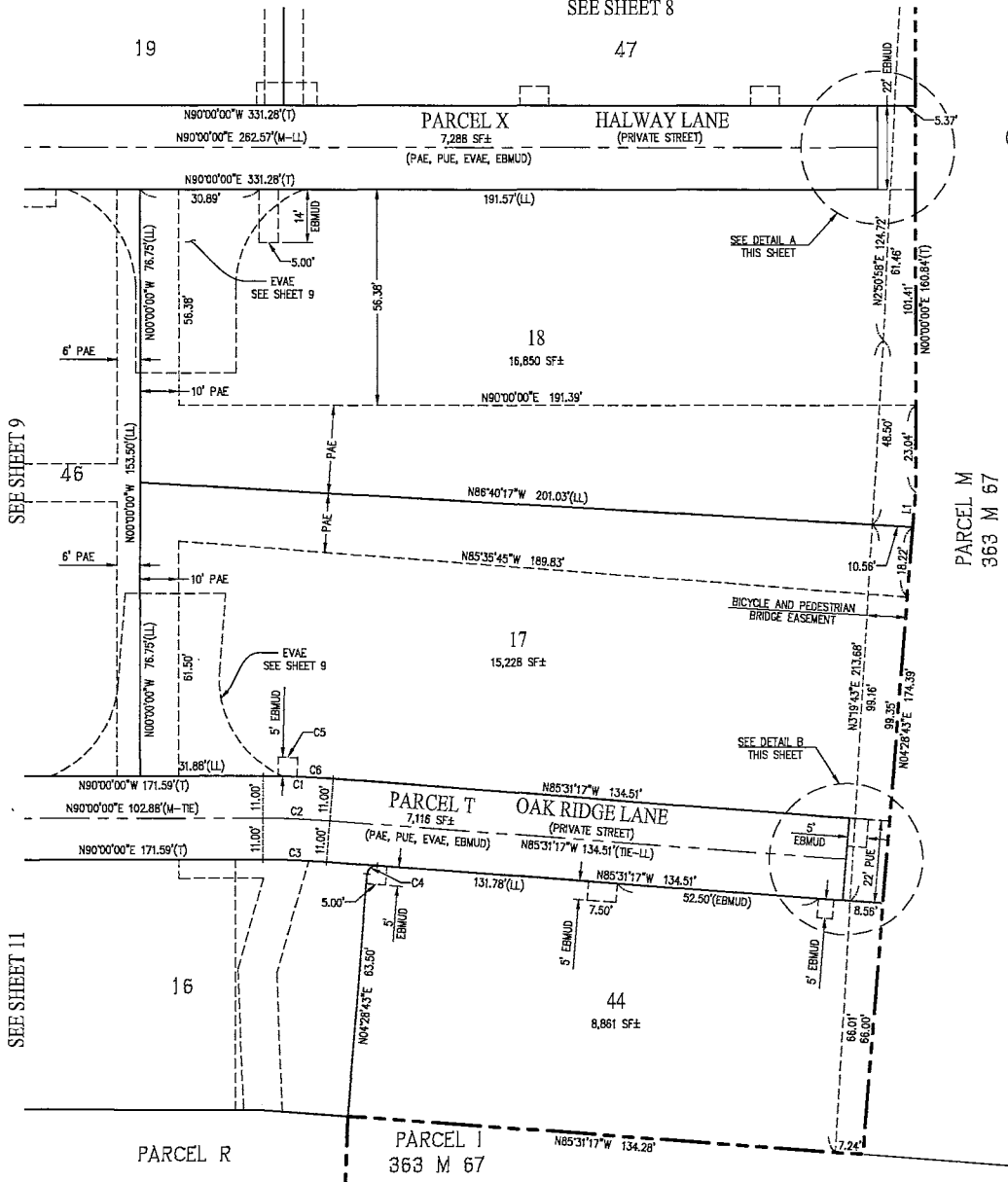
N90°00'00"E 171.59'

N90°00'00"E 102.88(M-TIE)

19

SEE SHEET 8

47



LINE TABLE		
NO	BEARING	LENGTH
L1	N04°28'43\"E	9.04'

CURVE TABLE			
NO	RADIUS	DELTA	LENGTH
C1	233.00'	4°28'43\"	18.21'
C2	222.00'	4°28'43\"	17.35'
C3	211.00'	4°28'43\"	16.49'
C4	250.00'	90°00'00\"	3.93'
C5	238.00'	1°12'13\"	5.00'
C6	233.00'	21°9'07\"	9.43'



TRACT 8591 BAY 37 - PHASE 2

FOR CONDOMINIUM PURPOSES
CONSISTING OF 11 SHEETS
BEING A SUBDIVISION OF PARCEL THREE OF PARCEL MAP
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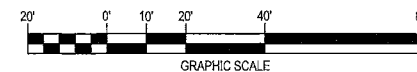


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SCALE: 1"=20'

JUNE 2021



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LEGEND

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---	EASEMENT LINE
---	MONUMENT LINE
---	TIE LINE
(LL)	LOT LINE
(T)	TOTAL
(R)	RADIAL
(M-LL)	MONUMENT TO LOT LINE
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NOTES:

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LEGEND

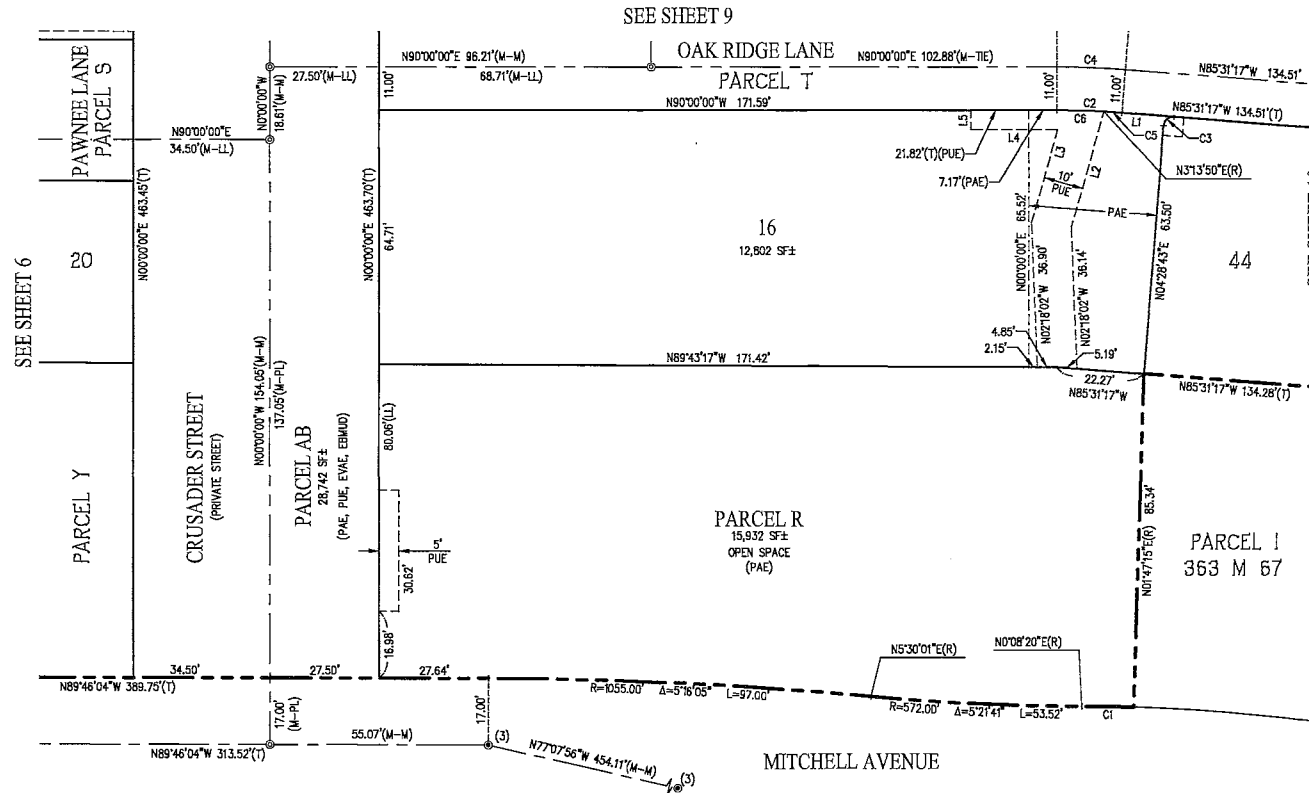
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NO	BEARING	LENGTH
L1	N85°31'17"W	13.24'
L2	N15°47'05"E	30.66'
L3	N15°47'05"E	24.58'
L4	N90°00'00"W	22.00'
L5	N00°00'00"E	5.00'

NO	RADIUS	DELTA	LENGTH
C1	453.00'	1°38'55"	13.03'
C2	211.00'	4°28'43"	16.49'
C3	2.50'	90°00'00"	3.93'
C4	222.00'	4°28'43"	17.35'
C5	211.00'	1°14'53"	4.59'
C6	211.00'	3°13'50"	11.90'

LABOR AND MATERIALS BOND

WHEREAS the City Council of the City of Alameda, State of California, and **Pulte Home Company, LLC a Michigan Limited Liability Company**, hereinafter designated as "Principal", have entered into an agreement whereby Principal agrees to install and complete certain designated improvements, which said agreement, dated June _____, 2021, and identified as **Tract 8591** (Alameda Landing Bay 37 Phase 2), 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, materialmen, 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 in the sum of **THREE MILLION THREE HUNDRED NINETY SIX THOUSAND DOLLARS (\$3,396,000.00)** for materials furnished or labor thereon of any kind, or for amounts due under the Unemployment Insurance Act with respect to this work or labor, that the surety will pay the same in an amount not exceeding the amount hereinabove set forth, and also in case suit is brought upon this bond, will pay, in addition to the face amount thereof, costs and reasonable expenses and fees, including reasonable attorney's fees, incurred by county (or city) in successfully enforcing this obligation, to be awarded and fixed by the court, and to be taxed as costs and to be included in the judgment therein rendered.

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

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

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 May 26th, 2021.

SURETY Liberty Mutual Insurance Company
(Name)

175 Berkeley Street, Boston, MA 02116
(Surety Address)

By Peter S. Forker
Peter S. Forker (Attorney-in-fact)

Pulte Home Company, LLC
PRINCIPAL a Michigan limited liability company
(Name)

By See Attached
(Signature)

ATTACH ACKNOWLEDGMENT

C:\ProgramData\Adobe\PDFTemp\DocConverter\APNInput\Sh2d9ce1e0d2839335613D79E74B0B2967E18BF05BA64.docx

executed this 26th day of May, 2021.

Pulte Home Company, LLC
a Michigan limited liability company

PRINCIPAL


BY: D. Bryce Langen, VP & Treasurer

Notary Attached

OK 6/15/21
20

Bond No. 268014420

BOND FOR FAITHFUL PERFORMANCE

WHEREAS the City Council of the City of Alameda, State of California, and Pulte Home Company, LLC., a Michigan Limited Liability Company, hereinafter designated as "Principal", have entered into an agreement whereby Principal agrees to install and complete certain designated improvements, which said agreement, dated _____, 20____, and identified as **Tract 8591** (Alameda Landing Bay 37 Phase 2) 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 Liberty Mutual Insurance Company, as surety, are held and firmly bound onto the City of Alameda hereinafter called "City", in the penal sum of THREE MILLION THREE HUNDRED NINETY SIX THOUSAND DOLLARS (\$3,396,000.00) lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, successors, executors and administrators, jointly and severally, firmly by these presents.

The condition of this obligation is such that if the 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 City, 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.

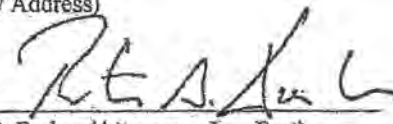
As a part of the obligation secured hereby and in addition to the face amount specified therefor, there shall be included costs and reasonable expenses and fees, including reasonable attorney's fees, incurred by the City in successfully enforcing such obligation, all to be taxed as costs and included 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.

IN WITNESS WHEREOF, this instrument has been duly executed by the Principal and surety above named, on May 26th, 2021.

SURETY Liberty Mutual Insurance Company
(Name)

175 Berkeley Street, Boston, MA 02116
(Surety Address)


Peter S. Forker (Attorney - In - Fact)


Pulte Home Company, LLC a Michigan
PRINCIPAL Limited Liability Company
(Name)

By Sec Attached
(Signature)

executed this 26th day of May, 2021.

Pulte Home Company, LLC
a Michigan limited liability company

PRINCIPAL



BY: D. Bryce Langen, VP & Treasurer

Notary Attached



This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: 8204161-972267

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Colo P. Hillestad, Peter S. Forker, Rebecca M. Jöhlie, Stephanie C. Anderson, W. C. Behnke, William C. Behnke

all of the city of Chicago state of IL each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 26th day of August, 2020.



Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By: David M. Carey
David M. Carey, Assistant Secretary

State of PENNSYLVANIA
County of MONTGOMERY ss

On this 26th day of August, 2020 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.



COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Teresa Pastella, Notary Public
Upper Merion Twp., Montgomery County
My Commission Expires March 28, 2021
Member, Pennsylvania Association of Notaries

By: Teresa Pastella
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV - OFFICERS: Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII - Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation - The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization - By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 26th day of May, 2021.



By: Renee C. Llewellyn
Renee C. Llewellyn, Assistant Secretary

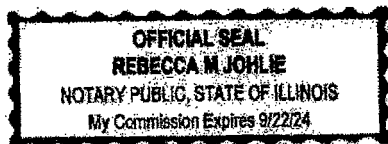
ACKNOWLEDGMENT BY SURETY

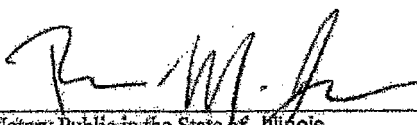
STATE OF Illinois }
County of Lake } ss.

On this 26th day of May, 2021, before me personally
appeared Peter S. Forker, known to, me to be the Attorney-in-Fact of
Liberty Mutual Insurance Company, the corporation

that executed the within instrument, and acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, at my office in the aforesaid County, the day and
year in this certificate first above written.




Notary Public in the State of Illinois
County of Lake

ACKNOWLEDGEMENT BY PRINCIPAL

STATE OF GEORGIA)

) ss.

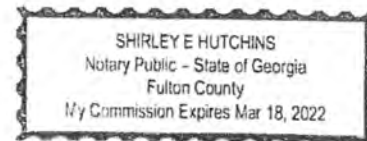
COUNTY OF FULTON)

This record was acknowledged before me on May 26, 2021, appeared D. Bryce Langen, VP & Pulte Home Company, LLC, a Michigan limited liability company, who provided to me on the basis of satisfactory evidence to be the person who appeared before me and is personally known to me.

WITNESS my hand official seal.



Signature of Notary Public



Shirley E. Hutchins
Notary Public State of Georgia
My Commission Expires: March 18, 2022



APPLICATION FOR LETTER OF CREDIT OR SURETY BOND

Lawson Company # 1055

Check box

<input checked="" type="checkbox"/> New Surety Bond	<input type="checkbox"/> Surety Bond Rider/Verification	<input type="checkbox"/> New Letter of Credit	<input type="checkbox"/> Amendment to Letter of Credit
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Current LC/Bond# N/A (only when requesting an amendment/rider or verification certificate)

Pulte Legal Name (i.e., Pulte Home Company, LLC; Centex Homes, a Nevada General Partnership, Del Webb Communities, Inc., etc.)
PULTE HOME COMPANY, LLC., a Michigan Limited Liability Company

Beneficiary/Obligee Information					
Name:	City of Alameda				
Attention:					
Address:	2263 Santa Clara Ave., Alameda CA 94501				
Phone/Email:	rthompson@alamedaca.gov				
LC/Bond Content Information					
LC/Bond Amount (if over \$100K, attach engineer's estimate & underlying agreement): \$3,396,000.00					
Expiration Date (i.e., 1 year continuous, 2 years from issuance date): N/A					
Purpose of the Bond (include phase #, section #, or other identifiers): Labor & Materials Bond Tract 8591, Bay 37 Phase 2					
Community Name	BAY37	Community Number	7016	LDA Phase Code	
Send Original Bond or LC to: Pulte Group Bill Sadler 925-383-5425 3105 Catawba Crt. Pleasanton, CA 94588					

Check box

<input type="checkbox"/> LC - Beneficiary Format Attached	<input checked="" type="checkbox"/> Bond - Format Attached	<input type="checkbox"/> Bond - Use Generic Format
---	--	--

Approved By: Gretchen Washington Date: 5/26/2021
 Print Name: Gretchen Washington Title: Division Controller
 (Controller, VP Finance or other financial officer **MUST** approve this application, not land or construction related personnel)
 Submit signed form to: bonds@pulte.com

For Treasury Use Only: _____



CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
06/14/2021

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 have ADDITIONAL INSURED provisions or 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).

PRODUCER Aon Risk Services Central, Inc. St. Louis MO Office 4220 Duncan Avenue Suite 401 St Louis MO 63110 USA	CONTACT NAME:	
	PHONE (A/C. No. Ext.): (866) 283-7122	FAX (A/C. No.): (800) 363-0105
INSURED Pulte Home Company LLC 4511 Willow Road, Suite 8 Pleasanton CA 94588 USA	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	
	NAIC #	
	INSURER A: Old Republic Insurance Company	
	INSURER B:	
	INSURER C:	
	INSURER D:	
INSURER E:		
INSURER F:		

COVERAGES

CERTIFICATE NUMBER: 570087734054

REVISION NUMBER:

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.

Limits shown are as requested

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:			MWZY31460721	04/01/2021	06/01/2022	EACH OCCURRENCE \$5,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$5,000,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$5,000,000 GENERAL AGGREGATE \$5,000,000 PRODUCTS - COM/OP AGG \$5,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON OWNED AUTOS ONLY			MWTB 314605-21	04/01/2021	06/01/2022	COMBINED SINGLE LIMIT (Ea accident) \$2,000,000 BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION						EACH OCCURRENCE AGGREGATE
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	MWC31460421 MWC31612921	04/01/2021 06/01/2021	06/01/2021 06/01/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$2,000,000 E.L. DISEASE-EA EMPLOYEE \$2,000,000 E.L. DISEASE-POLICY LIMIT \$2,000,000
A	Env Contr Pol			MWZZ31462121 Claims Made	04/01/2021	06/01/2022	Aggregate Limit \$2,000,000 Per Claim Limit \$2,000,000

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

City of Alameda, its City Council, board, commissions, officials, employees, agents and volunteers are included as Additional Insureds in accordance with the policy provisions of the General Liability and Automobile Liability policies.

OK 6/15/21 JC

CERTIFICATE HOLDER**CANCELLATION**

City of Alameda Attn: Russ Thompson 950 W. Wall Square, Room 110 Alameda CA 94501 USA	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 Aon Risk Services Central Inc.



CERTIFICATE OF PROPERTY INSURANCE

DATE (MM/DD/YYYY)
06/14/2021

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.

PRODUCER Aon Risk Services Central, Inc. St. Louis MO Office 4220 Duncan Avenue Suite 401 St Louis MO 63110 USA	CONTACT NAME	
	PHONE (A/C. No. Ext): (866) 283-7122	FAX (A/C. No.): 800-363-0105
INSURED Pulte Home Company LLC 4511 Willow Road, Suite 8 Pleasanton CA 94588 USA	E-MAIL ADDRESS:	
	PRODUCER CUSTOMER ID #: 570000080385	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A: Lloyd's Syndicate No. 510	NAIC #: AA112651
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES

CERTIFICATE NUMBER: 570087734092

REVISION NUMBER:

LOCATION OF PREMISES/ DESCRIPTION OF PROPERTY (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

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		POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	COVERED PROPERTY	LIMITS
A	<input checked="" type="checkbox"/>	PROPERTY	B1230AP43980A21	04/01/2021	06/01/2022	BUILDING	
		CAUSES OF LOSS				PERSONAL PROPERTY	
		BASIC				BUSINESS INCOME	
		BROAD				EXTRA EXPENSE	
		SPECIAL				RENTAL VALUE	
		EARTHQUAKE				<input checked="" type="checkbox"/> BLANKET BUILDING	\$50,000,000
		WIND				<input checked="" type="checkbox"/> BLANKET PERS PROP	\$50,000,000
		FLOOD				<input checked="" type="checkbox"/> BLANKET BLDG & PP	\$50,000,000
	<input checked="" type="checkbox"/>	ALL RISK-Subject to Exclusions				<input checked="" type="checkbox"/> Builders Risk	\$50,000,000
		Blkt PP Ded					
A	<input checked="" type="checkbox"/>	INLAND MARINE	TYPE OF POLICY Equipment Flotr	04/01/2021	06/01/2022	<input checked="" type="checkbox"/> Leased/Rented	\$50,000,000
		CAUSES OF LOSS	POLICY NUMBER B1230AP43980A21				
		NAMED PERILS					
	<input checked="" type="checkbox"/>	All Risk					
		CRIME					
		TYPE OF POLICY					
		BOILER & MACHINERY / EQUIPMENT BREAKDOWN					

SPECIAL CONDITIONS / OTHER COVERAGES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Replacement Cost Value. Deductible - \$25,000 Per Occurrence.

CERTIFICATE HOLDER

CANCELLATION

City of Alameda
Attn: Russ Thompson
950 W. Wall Square, Room 110
Alameda CA 94501 USA

AUTHORIZED
REPRESENTATIVE

Aon Risk Services Central, Inc.

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AGENCY CUSTOMER ID: 570000080385

LOC #:

ADDITIONAL REMARKS SCHEDULE

Page _ of _

AGENCY Aon Risk Services Central, Inc.		NAMED INSURED Pulte Home Company LLC	
POLICY NUMBER See Certificate Number: 570087734092		EFFECTIVE DATE:	
CARRIER See Certificate Number: 570087734092	NAIC CODE		

ADDITIONAL REMARKS**THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,****FORM NUMBER:** ACORD 24 **FORM TITLE:** Certificate of Property Insurance**Participations**

Lloyd's Syndicate No. 318: 3.8298%
Lloyd's Syndicate No. 457: 2.3936%
Lloyd's Syndicate No. 510: 13.4042%
Lloyd's Syndicate No. 1183: 4.7872%
Lloyd's Syndicate No. 1225: 5.7447%
Lloyd's Syndicate No. 2001: 10%
Lloyd's Syndicate No. 2987: 5.0266%
Lloyd's Syndicate No. 2623: 6.2234%
Lloyd's Syndicate No. 2010: 5.7447%
Lloyd's Syndicate No. 1967: 4.0691%
Lloyd's Syndicate No. 1969: 1.9149%
Lloyd's Syndicate No. 1458: 1.8383%
Lloyd's Syndicate No. 1880: 3.3511%
Lloyd's Syndicate No. 2015: 3.1117%
Lloyd's Syndicate No. 3623: 0.383%
Lloyd's Syndicate No. 4444: 4.7872%
Lloyd's Syndicate No. 1729: 3.8298%
Endurance Worldwide Insurance Ltd.: 9.5745%
Lloyd's Syndicate No. 5886: 6.6351%
Lloyd's Syndicate No. 1618: 3.3511%

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
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
When required by written contract	On File With Company
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. 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".

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
When required by written contract	On File With Company
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. 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", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

- C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or

2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

IL 10 (12/06) OLD REPUBLIC INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

SCHEDULE

Name of Person(s) or Organization(s):

When Required by Written Contract

With respect to **COVERED AUTOS LIABILITY COVERAGE**, **Who Is An Insured** is changed with the addition of the following:

Each person or organization shown in the Schedule for whom you are doing work is an "insured". But only for "bodily injury" or "property damage" that results from the ownership, maintenance or use of a covered "auto" by:

1. You;
2. an "employee" of yours; or
3. anyone who drives a covered "auto" with your permission or with the permission of one of your "employees".

However, the insurance afforded to the person or organization shown in the Schedule shall not exceed the scope of coverage and/or limits of this policy. Notwithstanding the foregoing sentence, in no event shall the insurance provided by this policy exceed the scope of coverage and/or limits required by the contract or agreement.