



Public Works Agency
Alameda County

Daniel Woldesenbet, Ph.D., P.E., Director

399 Elmhurst Street • Hayward, CA 94544-1307 • (510) 670-5480 • www.acpwa.org

May 15, 2018

Honorable Board of Supervisors
County of Alameda
1221 Oak Street, Suite 536
Oakland, CA 94612-4305

Dear Board Members:

SUBJECT: ACCEPTANCE OF THE FINAL MAP FOR TRACT 8053 AND
EXECUTION OF THE CONTRACT FOR CONSTRUCTION OF
TRACT IMPROVEMENTS

RECOMMENDATION:

- A. Accept the Final Map of Tract 8053 located at Proctor Road, Castro Valley; and
- B. Execute the County- Tract Developer Contract with the Proctor Road Estate Owners, LLC (Principal: Richard Lafferty; Location: San Ramon, California) for the construction of improvements for Tract 8053, as specified in the conditions of approval of the Final Map.

DISCUSSION/SUMMARY:

The Developer of Tract 8053 has presented the Final Map of the tract to the Public Works Agency, and has requested that the Final Map be accepted by Alameda County. The conditions of approval of the Final Map require that the County-Developer Tract Contract between the Developer and the County be executed to ensure completion of tract improvements necessary for public health and safety and as a prerequisite to the orderly development of the area. Pertinent information concerning the tract is as follows:

- a. Developer: Proctor Road Estate Owners, LLC, a Delaware Limited Liability Company located at 2000 Crow Canyon Place, Suite 350, San Ramon, CA 94583
- b. Title company: First American Title Company


- | | |
|--|---|
| c. Tract location: | Proctor Road, south side, approximately 600 feet east of Ewing Road, Castro Valley, Alameda County (APN 084D-1403-014-17) |
| d. Tract size: | 17-lot Residential Subdivision |
| e. Date tentative map approved: | June 2, 2015 (Resolution No. 2015-220) |
| f. Faithful performance improvement security | \$1, 343,965.00 |
| g. Labor and materials improvement security | \$ 671,982.00 |

The Contract and the Bonds have been reviewed and approved as to form by the Office of the County Counsel. The Tax Collector has indicated that the taxes for Fiscal Year 2017-2018 have been paid; the taxes for Fiscal Year 2018-2019 are guaranteed by the enclosed Subdivision Tax Bond in the amount of \$71,375.00

The Developer has complied with the requirements of the Subdivision Ordinance of Alameda County. Therefore, acceptance of the Final Map is now in order.

FINANCING:

No County funds or County financing will be required. The Developer of Tract 8053 will be responsible for all tract improvement costs.

Yours truly,
DocuSigned By:

FD817EF5B3ED467...

Daniel Woldesenbet, Ph.D., P.E.
Director of Public Works

DW/fbg

C: County Counsel

CAO

OWNER'S STATEMENT:

THE UNDERSIGNED HEREBY STATE THAT THEY ARE THE OWNERS OF THE LAND DELINEATED AND EMBRACED WITHIN THE EXTERIOR BOUNDARY LINES UPON THE HEREIN EMBODIED FINAL MAP ENTITLED "TRACT 8053, EDEN TOWNSHIP, ALAMEDA COUNTY, CALIFORNIA, CONSISTS UPON SHEET ONE THEREOF; THAT SAID OWNER ACQUIRED TITLE TO SAID LAND BY VIRTUE OF THE GRANT DEED RECORDED JULY 12, 2017 UNDER SERIES NO. 2017151735, OFFICIAL RECORDS OF ALAMEDA COUNTY, THAT THEY HAVE CAUSED SAID MAP TO BE PREPARED FOR RECORDING AND THEY CONSENT TO THE PREPARATION AND RECORDATION OF SAID MAP, THAT SAID MAP PARTICULARLY SETS FORTH AND DESCRIBES ALL LOTS AND PARCELS INTENDED FOR SALE BY NUMBERS AND LETTERS AND THEIR PRECISE LENGTH AND WIDTH.

THE AREAS DESIGNATED AS SANITARY SEWER EASEMENT (SSE) ARE HEREBY RESERVED FOR DEDICATION BY SEPARATE INSTRUMENT TO THE CASTRO VALLEY SANITARY DISTRICT (CVSAD), OR ITS DESIGNEE IN GROSS, AS A SUBSURFACE EASEMENT AND SURFACE EASEMENT FOR SANITARY SEWER PURPOSES, INCLUDING ACCESS THERETO, FOR THE CONSTRUCTION, OPERATION, MAINTENANCE, REPAIR AND REPLACEMENTS OF WORKS, IMPROVEMENTS, AND STRUCTURES, AND THE CLEARING OF OBSTRUCTIONS AND VEGETATION, NO BUILDING OR STRUCTURE MAY BE PLACED ON SAID EASEMENT (EXCEPT BY CVSAD), NOR SHALL ANYTHING DONE THEREIN, NOR ACCESS RESTRICTED THERETO WHICH MAY INTERFERE WITH CVSAD'S FULL ENJOYMENT OF SAID EASEMENT. ACCEPTANCE OF SAID EASEMENT WILL BE BY SEPARATE INSTRUMENT.

AND THE UNDERSIGNED DOES HEREBY OFFER TO DEDICATE TO THE PUBLIC FOREVER EASEMENTS WITH THE RIGHT OF INGRESS AND EGRESS FOR THE CONSTRUCTION, MAINTENANCE AND REPAIR OF APPLICABLE STRUCTURES AND APPURTENANCES UNDER, UPON AND OVER ANY AREA OF LAND DESIGNATED AS "PUE" (PUBLIC UTILITY EASEMENT), AS DELINEATED AND DESIGNATED WITHIN THE EXTERIOR BOUNDARY LINES OF THIS MAP. SAID AREAS OR STRIPS OF LAND TO BE KEPT OPEN AND FREE FROM BUILDINGS AND STRUCTURES OF ANY KIND EXCEPT APPLICABLE UTILITY STRUCTURES AND APPURTENANCES, AND LAWFUL FENCES.

AND THE UNDERSIGNED DOES HEREBY OFFER TO DEDICATE TO THE PUBLIC FOREVER, AN EASEMENT FOR INGRESS AND EGRESS OF EMERGENCY VEHICLES OVER, UPON AND ACROSS THOSE STRIPS OF LAND DESIGNATED AS "EVAE" (EMERGENCY ACCESS VEHICLE EASEMENT).

AND THE UNDERSIGNED DOES HEREBY DESIGNATE A LANDSCAPE EASEMENT FOR THE USE OF THE HOME OWNERS ASSOCIATION OF TRACT 8053, WITH THE RIGHT OF INGRESS AND EGRESS FOR THE CONSTRUCTION, MAINTENANCE AND REPAIR OF APPLICABLE STRUCTURES AND APPURTENANCES UNDER, UPON AND OVER ANY AREA OF LAND DESIGNATED AS LANDSCAPE EASEMENT.

AND THE UNDERSIGNED DOES HEREBY DESIGNATE A PRIVATE ACCESS EASEMENT (PAE) FOR INGRESS AND EGRESS OVER THOSE PORTIONS DESIGNATED AS "PAE" AND PARCEL A, DELINEATED AND EMBRACED WITHIN THE EXTERIOR BOUNDARY LINES OF THE HEREIN EMBODIED MAP. FOR THE USE OF THE OWNERS OF LOTS 1 THROUGH 17. SAID EASEMENT IS NOT OFFERED FOR DEDICATION TO THE PUBLIC AND SAID EASEMENT IS TO BE MAINTAINED BY THE HOME OWNERS ASSOCIATION OF TRACT 8053.

AND THE UNDERSIGNED DOES HEREBY DESIGNATE A PRIVATE STORM DRAIN EASEMENT (PSDE) AND PARCEL B FOR STORM DRAINAGE PURPOSES, WHICH SHALL BECOME THE SOLE RESPONSIBILITY AND MAINTENANCE OF THE HOME OWNERS ASSOCIATION OF TRACT 8053. SAID PRIVATE STORM DRAIN EASEMENT TO BE KEPT OPEN AND FREE FROM CONSTRUCTION OF ANY KIND INCLUDING THE USE OF LANDFILL FOR LANDSCAPE PURPOSES.

AND THE UNDERSIGNED DOES HEREBY DESIGNATE PARCEL C AS A PRIVATE PARK, DELINEATED AND EMBRACED WITHIN THE EXTERIOR BOUNDARY LINES OF THE HEREIN EMBODIED MAP. FOR THE USE OF THE OWNERS OF LOTS 1 THROUGH 17. SAID PRIVATE PARK IS NOT OFFERED FOR DEDICATION TO THE PUBLIC AND SAID PRIVATE PARK IS TO BE MAINTAINED BY THE HOME OWNERS ASSOCIATION OF TRACT 8053.

AND THE UNDERSIGNED DOES RESERVE THE AREA DESIGNATED AS CONSERVATION AREA, DELINEATED AND EMBRACED WITHIN THE EXTERIOR BOUNDARY LINES OF THE HEREIN EMBODIED MAP. FOR THE PURPOSES AS STATED IN THE CONDITIONS, COVENANTS AND RESTRICTIONS OF THE HOMEOWNERS ASSOCIATION OF TRACT 8053.

THE AREA MARKED PARCEL A AND EMBUD ARE DEDICATED TO EAST BAY MUNICIPAL UTILITY DISTRICT AS A PERPETUAL EASEMENT FOR THE PURPOSE OF CONSTRUCTING, REPLACING, MAINTAINING, OPERATING AND USING FOR THE TRANSMISSION AND DISTRIBUTION OF WATER, A PIPE OR PIPELINES 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 DISTRICTS 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 DISTRICTS FULL ENJOYMENT OF SAID EASEMENT TO BE DEDICATED BY A SEPARATE INSTRUMENT.

AS OWNER, PROCTOR ROAD ESTATES OWNERS, LLC, A DELAWARE LIMITED LIABILITY COMPANY

BY: [Signature]
PRINTED NAME: Richard LaSalle

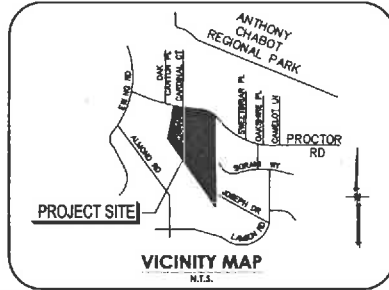
TITLE: MANAGING MEMBER
DATE: 14 Sept. 2017

SOIL REPORT:

SOILS REPORT WAS PREPARED ON OCTOBER 23, 2015, BY: ENTITLED: GEOTECHNICAL EXPLORATION
ENGE INCORPORATED
2010 CROWN CANYON PLACE, SUITE 250
SAN RAMON, CALIFORNIA 94553
TRACT 8053
CASTRO VALLEY, CALIFORNIA
PROJECT NO. 10870.000.000

TRACT 8053

EDEN TOWNSHIP
ALAMEDA COUNTY, CALIFORNIA
BACKAY & SOMPS
PLANNERS
15405 PARKWAY DR., PLEASANTON, CA 94566 (925)228-0999
AUGUST 2017



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 CALIFORNIA | SS
COUNTY OF Santa Clara

ON September 14, 2017, BEFORE ME, Veronica L. Qualls, A NOTARY PUBLIC, PERSONALLY APPEARED Richard LaSalle 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/IT/HEY EXECUTED THE SAME IN HIS/HER/IT/HER/IT/HER AUTHORIZED CAPACITIES, AND BY HIS/HER/IT/HER/IT/HER SIGNATURE(S) ON THE INSTRUMENT THE PERSON(S), OR 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: Veronica L. Qualls

PRINTED NAME, NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE
Veronica L. Qualls

PRINCIPAL PLACE OF BUSINESS: San Ramon

COMMISSION EXPIRES: Nov. 1, 2019

COMMISSION # OF NOTARY: 2132399

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 CALIFORNIA | SS
COUNTY OF San Mateo

ON 10-16-17, 2017, BEFORE ME, Lynn McFarland, A NOTARY PUBLIC, PERSONALLY APPEARED Nancy Tarr 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/IT/HEY EXECUTED THE SAME IN HIS/HER/IT/HER/IT/HER AUTHORIZED CAPACITIES, AND BY HIS/HER/IT/HER/IT/HER SIGNATURE(S) ON THE INSTRUMENT THE PERSON(S), OR 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: Lynn McFarland

PRINTED NAME, NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE
Lynn McFarland

PRINCIPAL PLACE OF BUSINESS: Santa Clara County

COMMISSION EXPIRES: 1-8-19

COMMISSION # OF NOTARY: 2093213

TRUSTEE'S STATEMENT:

FIRST AMERICAN TITLE INSURANCE COMPANY, A CALIFORNIA CORPORATION AS TRUSTEE UNDER THE DEED OF TRUST RECORDED JULY 10, 2017, AS INSTRUMENT NO. 2017151735, ALAMEDA COUNTY RECORDS, CALIFORNIA, ENCUMBERING APN 0840-1403-014-17 AND A PORTION OF APN 0840-1403-001-05, HEREBY CONSENTS TO THE PREPARATION AND FILING OF THIS TRACT MAP ENTITLED "TRACT 8053, EDEN TOWNSHIP, ALAMEDA COUNTY, CALIFORNIA," AND JOINS IN ALL OFFERS OF DEDICATION HEREIN.

AS TRUSTEE: FIRST AMERICAN TITLE INSURANCE COMPANY

BY: Nancy Tarr
NAME: NANCY TARR
TITLE: VICE PRESIDENT

COUNTY SURVEYOR'S STATEMENT:

I HEREBY STATE THAT I HAVE EXAMINED THIS MAP AND THAT THE SUBDIVISION AS SHOWN IS SUBSTANTIALLY THE SAME AS IT APPEARED ON THE TENTATIVE MAP, AND ANY APPROVED ALTERATIONS THEREOF; THAT ALL PROVISIONS OF THE SUBDIVISION MAP ACT OF THE STATE OF CALIFORNIA AND OF ANY LOCAL ORDINANCES APPLICABLE AT THE TIME OF APPROVAL OF THE TENTATIVE MAP HAVE BEEN COMPLIED WITH; AND THAT I AM SATISFIED THAT THE MAP IS TECHNICALLY CORRECT.

Michael Rubner 3 NOVEMBER 2017
MICHAEL RUBNER, LS 8943 DATE:
COUNTY SURVEYOR IN AND FOR THE COUNTY OF ALAMEDA, STATE OF CALIFORNIA



CLERK OF THE BOARD OF SUPERVISORS' STATEMENT:

STATE OF CALIFORNIA
COUNTY OF ALAMEDA)

I, ANIKA CAMPBELL-BELTON, COUNTY CLERK OF THE BOARD OF SUPERVISORS FOR THE COUNTY OF ALAMEDA, STATE OF CALIFORNIA, DO HEREBY STATE THAT THE HEREIN EMBODIED MAP ENTITLED "TRACT 8053, ALAMEDA COUNTY, CALIFORNIA," CONSISTING OF FOUR SHEETS, THIS STATEMENT BEING UPON SHEET ONE THEREOF; WAS PRESENTED TO SAID BOARD OF SUPERVISORS AS PROVIDED BY LAW AND A REGULAR MEETING THEREOF HELD ON THE 14th DAY OF SEPTEMBER, 2017, AND THAT SAID BOARD DID THEREUPON, BY RESOLUTION NO. 17-09, DULY BASED AND APPROVED AT SAID MEETING, APPROVE SAID MAP, AND REJECT ON BEHALF OF THE PUBLIC THE EASEMENTS DESIGNATED AS PUE (PUBLIC UTILITY EASEMENT) AND EVAE (EMERGENCY VEHICLE ACCESS EASEMENT).

I DO HEREBY STATE AS CHECKED BELOW THAT:

- AN APPROVED SUBDIVISION TAX BOND HAS BEEN FILED WITH THE SUPERVISORS OF SAID COUNTY AND STATE IN THE AMOUNT OF \$78,276.00 CONDITIONED FOR THE PAYMENT OF ALL TAXES AND SPECIAL ASSESSMENTS COLLECTED AS TAXES WHICH ARE NOT 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 CERTIFIED BY THE TREASURER-TAX COLLECTOR OF THE COUNTY OF ALAMEDA.



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

BY: [Signature]
DEPUTY COUNTY CLERK

COUNTY RECORDER'S STATEMENT:

FILED FOR RECORD THIS 14 DAY OF SEPTEMBER, 2017, AT 10:30 A.M. IN BOOK 10 OF MAPS, AT PAGES 10 THROUGH 14 INCLUSIVE (RECORDERS SERIES NO. 10) AT THE REQUEST OF FIRST AMERICAN TITLE INSURANCE COMPANY.

FEE: \$ 100 PAID

STEVE MANNING
COUNTY RECORDER IN AND FOR THE COUNTY
OF ALAMEDA, STATE OF CALIFORNIA

BY: [Signature]
DEPUTY COUNTY RECORDER

Line Table			Curve Table			
Line #	Bearing	Length	Curve #	Radius	Delta	Length
L1 BNDY	N78°16'29"W	96.72'	C1 BNDY	275.00'	18°42'30"	86.79'
L2 BNDY	N8°15'16"E	66.14'	C2 BNDY	19.00'	42°32'08"	14.11'
L3 BNDY	N81°44'45"W	4.10'				
L4 BNDY	N8°15'15"E	40.42'				
L5 BNDY	N81°44'45"W	41.58'				
L6 BNDY	N8°15'15"E	118.71'				
L7 BNDY	N82°33'11"W	90.63'				
L8 BNDY	N7°02'34"W	26.97'				
L9 BNDY	N81°44'45"W	148.50'				
L10 BNDY	N8°15'15"E	130.63'				

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 ORDINANCES AT THE REQUEST OF PROCTOR ROAD ESTATES OWNERS, LLC, A DELAWARE LIMITED LIABILITY COMPANY. I HEREBY STATE THAT THIS FINAL MAP SUBSTANTIALLY CONFORMS TO THE CONDITIONALLY APPROVED TENTATIVE MAP, AND THAT THE SURVEY IS TRUE AND COMPLETE AS SHOWN, AND THAT ALL THE BOUNDARY AND STREET MONUMENTS ARE OF THE CHARACTER AND WILL OCCUPY THE POSITIONS INDICATED HEREON WITHIN TWENTY-FOUR (24) MONTHS OF THE RECORDING OF THIS TRACT MAP AND THE COMPLETION OF IMPROVEMENTS, AND WILL BE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED AND THAT THE GROSS AREA WITHIN THE TRACT IS 5.85 ACRES, MORE OR LESS.

IAN MACDONALD
L.S. 8817

DATED: 8/31/17



LEGEND

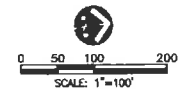
- BOUNDARY LINE
- - - - LOT LINE/PARCEL LINE
- - - - EASEMENT LINE
- - - - EXISTING RIGHT OF WAY/PROPERTY LINE
- MONUMENT LINE
- FOUND STREET MONUMENT
- FOUND IRON PIPE AS NOTED
- BNDY BOUNDARY
- CL CENTERLINE
- M-M MONUMENT TO MONUMENT
- EX EXISTING
- PSDC PRIVATE STORM DRAIN EASEMENT
- PUE PUBLIC UTILITY EASEMENT
- PVE PRIVATE ACCESS EASEMENT
- SSE SANITARY SEWER EASEMENT
- SNF SEARCHED NOTHING FOUND
- (R) RADIAL BEARING
- () RECORD DIMENSION
- (R-1) REFERENCE
- EBMD EAST BAY MUNICIPAL UTILITY DISTRICT
- EMEC EMERGENCY VEHICLE ACCESS EASEMENT
- ○ SET 3/4" IRON PIPE WITH CAP "LS 8817"
- ○ SET STANDARD STREET MONUMENT
- STAMPED "LS 8817"
- ALM#44# ALAMEDA COUNTY MONUMENT ID

BASIS OF BEARINGS:

THE BEARING N81°44'45"W FOR THE FOUND MONUMENTS ON PROCTOR ROAD AS SHOWN ON RECORD OF SURVEY 2323, RECORDED IN BOOK 35 OF SURVEYS, AT PAGES 25, ALAMEDA COUNTY RECORDS AND CORNER RECORD NUMBER 8086, RECORDED IN BOOK 77, AT PAGE 26, ALAMEDA COUNTY RECORDS WAS HELD AS THE BASIS OF BEARINGS FOR THIS MAP.

REFERENCES:

- (R-1) RECORD OF SURVEY 2323, BOOK 35 OF RECORD OF SURVEYS, AT PAGE 25, ALAMEDA COUNTY RECORDS
- (R-2) TRACT 3026, BOOK 57 OF MAPS, AT PAGES 86-87, ALAMEDA COUNTY RECORDS
- (R-3) RECORD OF SURVEY, BOOK 2 OF RECORD OF SURVEYS, AT PAGES 8-9, ALAMEDA COUNTY RECORDS
- (R-4) TRACT 1425, BOOK 229 OF MAPS, AT PAGES 11-12, ALAMEDA COUNTY RECORDS
- (R-5) RECORD OF SURVEY 2567, BOOK 39 OF RECORD OF SURVEYS, AT PAGE 60, ALAMEDA COUNTY RECORDS
- (R-6) PARCEL MAP 2400, BOOK 102 OF PARCEL MAPS AT PAGE 80-80 ALAMEDA COUNTY RECORDS
- (R-7) CORNER RECORD NUMBER 8086, BOOK 77, PAGE 26, ALAMEDA COUNTY RECORDS
- (R-8) TRACT 6186, BOOK 197 OF MAPS, AT PAGES 13-15, ALAMEDA COUNTY RECORDS

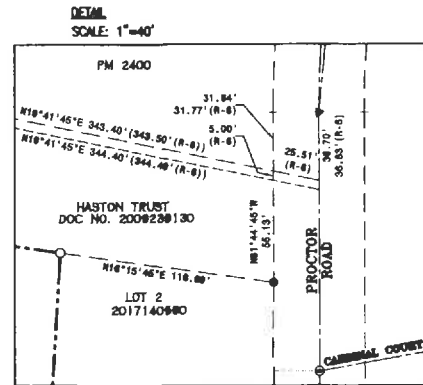
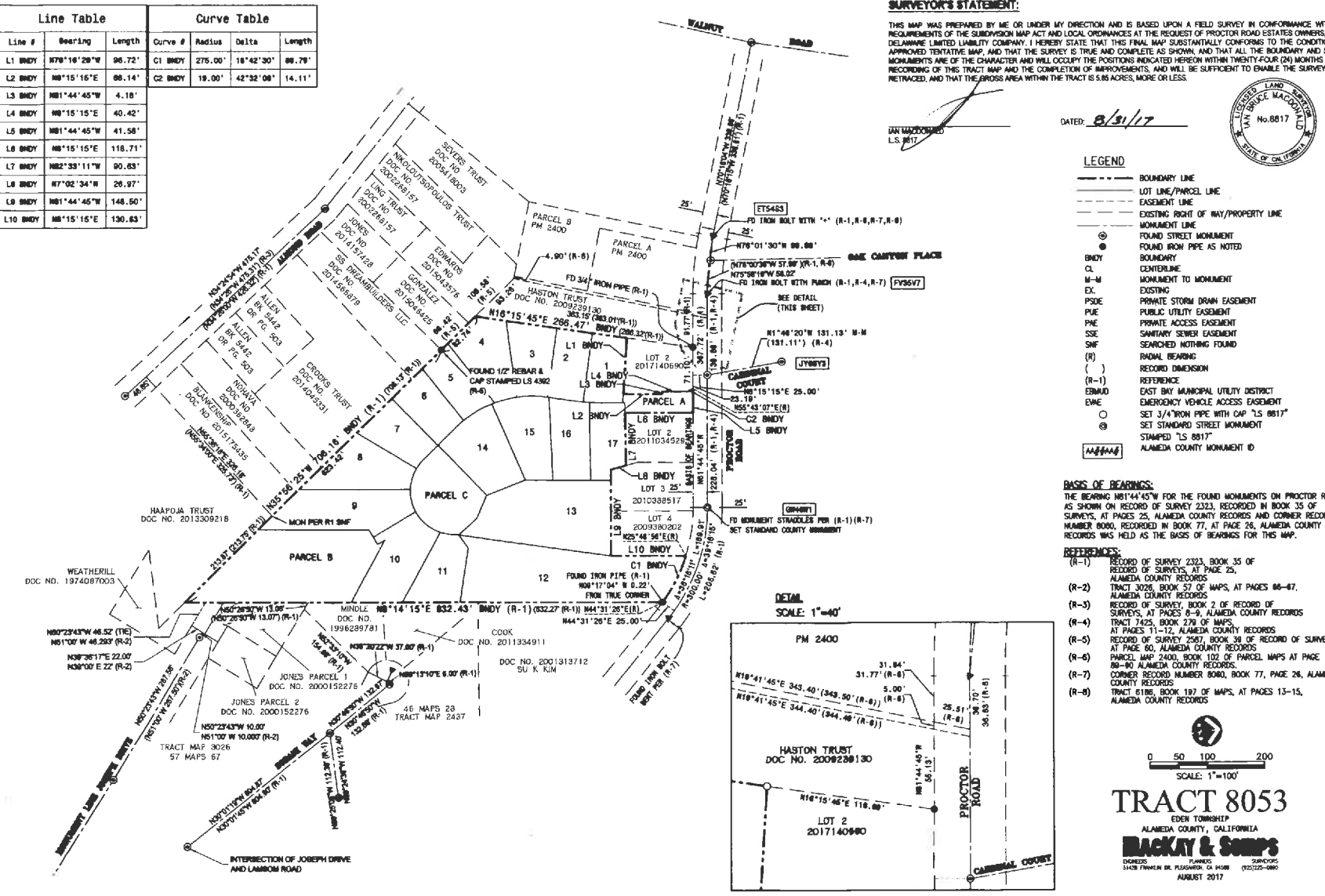


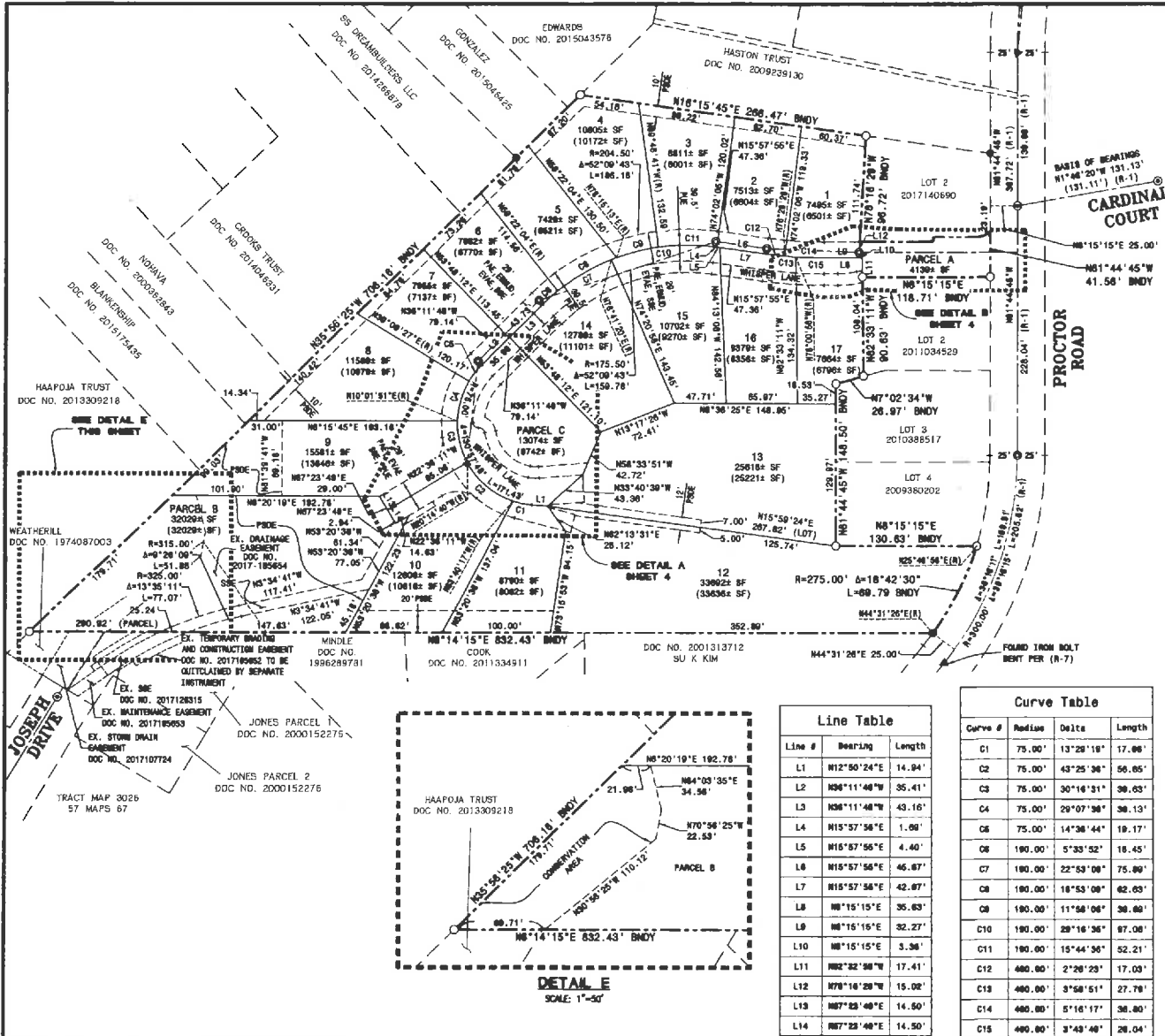
TRACT 8053

EDEN TOWNSHIP
ALAMEDA COUNTY, CALIFORNIA

BLACK & SHOPS

1428 FARMER DE PIAGARDI, CA 94586 (925)222-0800
AUGUST 2017





- LEGEND**
- BOUNDARY LINE
 - LOT LINE/PARCEL LINE
 - EASEMENT LINE
 - EXISTING RIGHT OF WAY/PROPERTY LINE
 - MONUMENT LINE
 - ⊙ FOUND STREET MONUMENT
 - ⊙ FOUND IRON PIPE AS NOTED
 - CL BNDY
 - CL CENTERLINE
 - M-M MONUMENT TO MONUMENT
 - EX EXISTING
 - PSDE PRIVATE STORM DRAIN EASEMENT
 - PUE PUBLIC UTILITY EASEMENT
 - PAE PRIVATE ACCESS EASEMENT
 - SSE SANITARY SEWER EASEMENT
 - SNE SEARCHED NOTHING FOUND
 - (R) RADIAL BEARING
 - () RECORD DIMENSION
 - (R-1) REFERENCE
 - EMUD EAST BAY MUNICIPAL UTILITY DISTRICT
 - EMVE EMERGENCY VEHICLE ACCESS EASEMENT
 - SET 3/4" IRON PIPE WITH CAP "LS 8817"
 - ⊙ SET STANDARD STREET MONUMENT
 - ⊙ STAMPED "LS 8817"
 - ⊙ ALAMEDA COUNTY MONUMENT ID

BASIS OF BEARINGS:
 THE BEARING N01°44'45"W FOR THE FOUND MONUMENTS ON PROCTOR ROAD AS SHOWN ON RECORD OF SURVEY 2323, RECORDED IN BOOK 35 OF SURVEYS, AT PAGES 25, ALAMEDA COUNTY RECORDS AND CORNER RECORD NUMBER 8080, RECORDED IN BOOK 77, AT PAGE 26, ALAMEDA COUNTY RECORDS WAS HELD AS THE BASIS OF BEARINGS FOR THIS MAP.

NOTES:
 1. NET AREAS FOR EACH LOT ARE SHOWN IN PARENTHESES

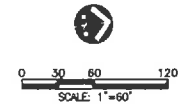
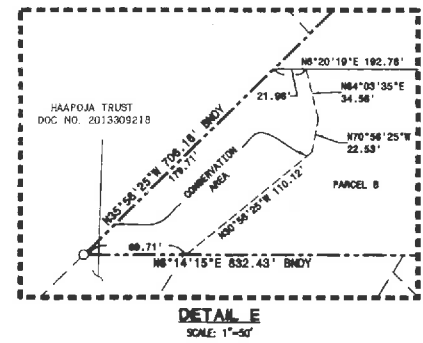
- REFERENCES:**
- (R-1) RECORD OF SURVEY 2323, BOOK 35 OF RECORD OF SURVEYS, AT PAGE 25, ALAMEDA COUNTY RECORDS
 - (R-2) TRACT 3026, BOOK 57 OF MAPS, AT PAGES 66-67, ALAMEDA COUNTY RECORDS
 - (R-3) RECORD OF SURVEY BOOK 2 OF RECORD OF SURVEYS, AT PAGES 6-9, ALAMEDA COUNTY RECORDS
 - (R-4) TRACT 7425, BOOK 270 OF MAPS, AT PAGES 11-12, ALAMEDA COUNTY RECORDS
 - (R-5) RECORD OF SURVEY 2507, BOOK 39 OF RECORD OF SURVEYS, AT PAGE 60, ALAMEDA COUNTY RECORDS
 - (R-6) PARCEL MAP 2400, BOOK 102 OF PARCEL MAPS AT PAGE 88-89 ALAMEDA COUNTY RECORDS.
 - (R-7) CORNER RECORD NUMBER 8080, BOOK 77, PAGE 26, ALAMEDA COUNTY RECORDS
 - (R-8) TRACT 6186, BOOK 187 OF MAPS, AT PAGES 13-15, ALAMEDA COUNTY RECORDS

Line Table

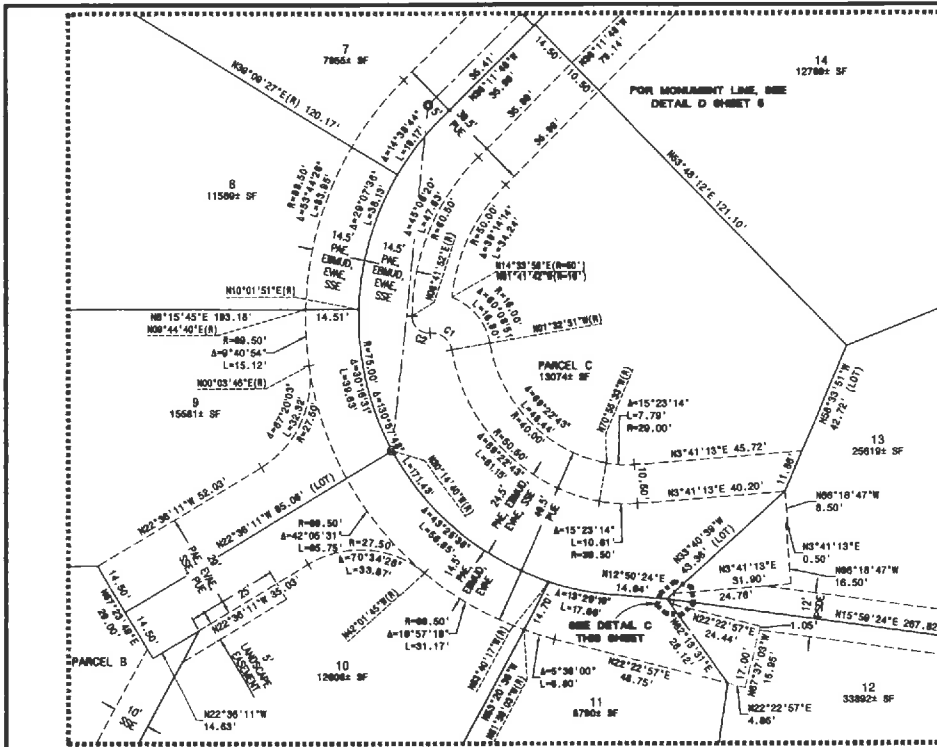
Line #	Bearing	Length
L1	N12°50'24"E	14.94'
L2	N36°11'46"W	35.41'
L3	N36°11'46"W	43.16'
L4	N15°57'56"E	1.08'
L5	N15°57'56"E	4.40'
L6	N15°57'56"E	46.87'
L7	N15°57'56"E	42.87'
L8	N0°15'15"E	35.63'
L9	N0°15'15"E	32.27'
L10	N0°15'15"E	3.38'
L11	N02°32'58"W	17.41'
L12	N78°16'28"W	15.08'
L13	N07°23'48"E	14.50'
L14	N07°23'48"E	14.50'

Curve Table

Curve #	Radius	Delta	Length
C1	75.00'	13°28'18"	17.06'
C2	75.00'	43°25'38"	56.65'
C3	75.00'	30°16'31"	38.63'
C4	75.00'	29°07'38"	38.13'
C5	75.00'	14°38'44"	19.17'
C6	190.00'	5°33'52"	18.45'
C7	190.00'	22°53'08"	75.89'
C8	190.00'	18°53'08"	82.63'
C9	190.00'	11°58'08"	38.80'
C10	190.00'	29°16'58"	87.08'
C11	190.00'	15°44'38"	52.21'
C12	480.80'	2°28'23"	17.03'
C13	480.80'	3°58'51"	27.78'
C14	480.80'	5°16'17"	38.80'
C15	480.80'	3°48'48"	28.04'



TRACT 8053
 EDEN TOWNSHIP
 ALAMEDA COUNTY, CALIFORNIA
Black & Somp
 DIVERSIFIED PLANNING SURVEYS
 5108 TOWN DR. PLEASANTON, CA 94588 (925)225-0860
 AUGUST 2017



Curve #	Radius	Delta	Length
C1	5.50'	84°42'30"	6.16'
C2	4.50'	86°07'21"	7.47'
C3	1.50'	73°40'15"	1.83'
C4	1.50'	87°38'01"	2.28'
C5	74.50'	4°18'47"	5.63'

Line #	Bearing	Length
L1	N15°50'24"E	0.58'

LEGEND

- BOUNDARY LINE
- - - LOT LINE/PARCEL LINE
- - - EASEMENT LINE
- - - EXISTING RIGHT OF WAY/PROPERTY LINE
- MONUMENT LINE
- ⊙ FOUND STREET MONUMENT
- FOUND IRON PIPE AS NOTED
- BOUNDARY
- CL CENTERLINE
- M-M MONUMENT TO MONUMENT
- EX EXISTING
- PS/E PRIVATE STORM DRAIN EASEMENT
- PUE PUBLIC UTILITY EASEMENT
- P/AE PRIVATE ACCESS EASEMENT
- S/E SANITARY SEWER EASEMENT
- S/F SEARCHED NOTHING FOUND
- (R) RADIAL BEARING
- () RECORD DIMENSION
- (R-1) REFERENCE
- EDW EAST BAY MUNICIPAL UTILITY DISTRICT
- EVAE EMERGENCY VEHICLE ACCESS EASEMENT
- ⊙ SET 3/4" IRON PIPE WITH CAP "LS 0817"
- ⊙ SET STANDARD STREET MONUMENT
- STAMPED "LS 0817"
- ALAMEDA COUNTY MONUMENT D

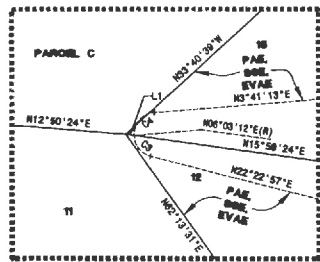
REFERENCES:

- (R-1) RECORD OF SURVEY 2323, BOOK 35 OF RECORD OF SURVEYS, AT PAGE 25, ALAMEDA COUNTY RECORDS
- (R-2) TRACT 3026, BOOK 57 OF MAPS, AT PAGES 65-67, ALAMEDA COUNTY RECORDS
- (R-3) RECORD OF SURVEY, BOOK 2, OF RECORD OF SURVEYS, AT PAGES 4-9, ALAMEDA COUNTY RECORDS
- (R-4) TRACT 7425, BOOK 278 OF MAPS, AT PAGES 11-12, ALAMEDA COUNTY RECORDS
- (R-5) RECORD OF SURVEY 2587, BOOK 38 OF RECORD OF SURVEYS, AT PAGE 80, ALAMEDA COUNTY RECORDS
- (R-6) PARCEL MAP 2400, BOOK 100 OF PARCEL MAPS AT PAGE 89-90 ALAMEDA COUNTY RECORDS
- (R-7) CORNER RECORD NUMBER 800, BOOK 77, PAGE 28, ALAMEDA COUNTY RECORDS
- (R-8) TRACT 6186, BOOK 197 OF MAPS, AT PAGES 13-15, ALAMEDA COUNTY RECORDS

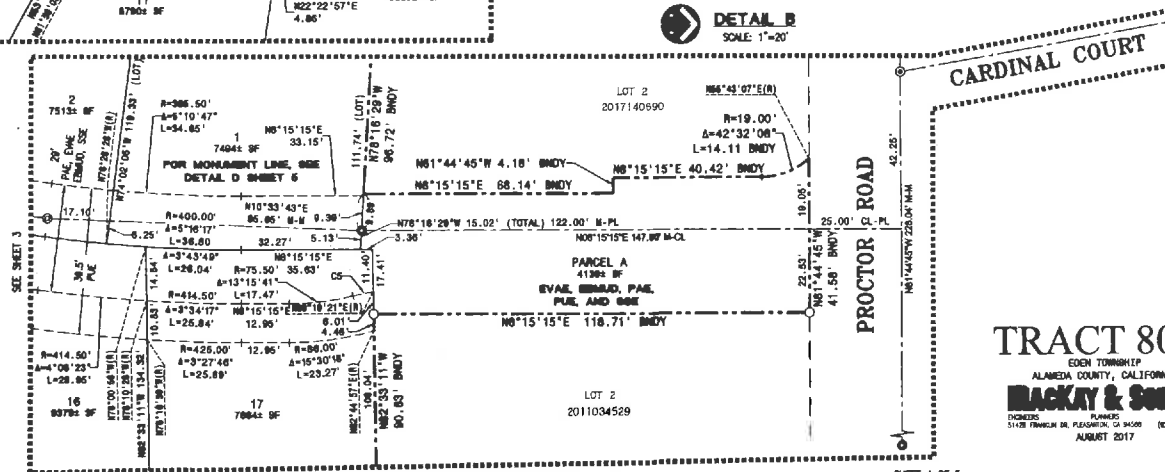
BASIS OF BEARINGS:

THE BEARING N81°44'45"W FOR THE FOUND MONUMENTS ON PROCTOR ROAD AS SHOWN ON RECORD OF SURVEY 2323, RECORDED IN BOOK 35 OF SURVEYS, AT PAGES 25, ALAMEDA COUNTY RECORDS AND CORNER RECORD NUMBER 800, RECORDED IN BOOK 77, AT PAGE 28, ALAMEDA COUNTY RECORDS WAS HELD AS THE BASIS OF BEARINGS FOR THIS MAP.

DETAIL A
SCALE: 1"=20'



DETAIL C
SCALE: 1"=5'

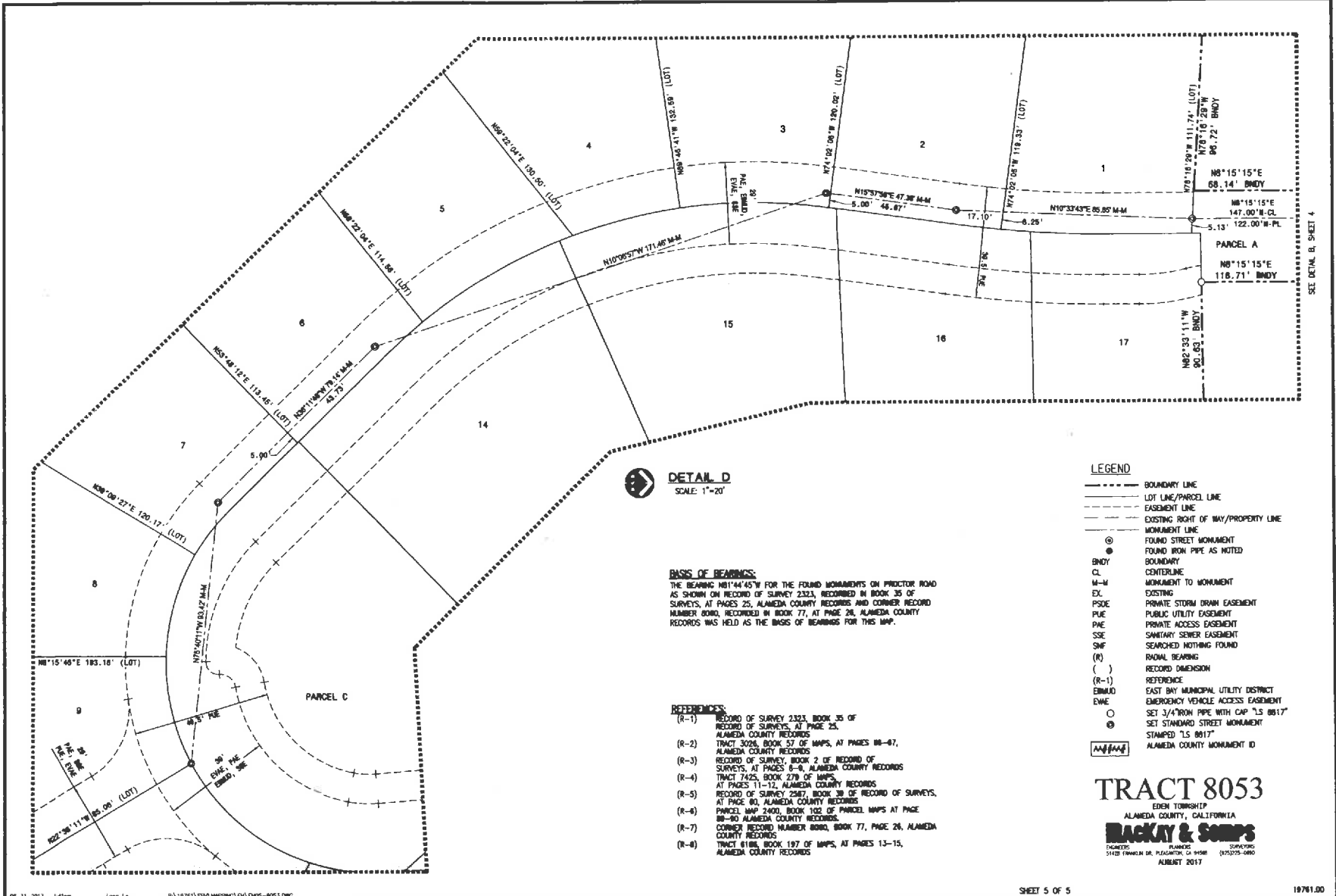


TRACT 8053

EIGHT TOWNSHIP
ALAMEDA COUNTY, CALIFORNIA

BLACK & SAMP

DRAWN BY: PLANNED SURVEYOR
5118 FRANCIS DR. PLEASANTON, CA 94509 (925) 222-0900
AUGUST 2017



SEE DETAIL B, SHEET 4



*First American
Title Company*

May 8, 2018

To: Alameda Public Works Agency
531 Turner Court, Suite 100
Hayward, CA 94545
Attn: Fernando Gonzales

Re: **Tract Map 8053**
FATCO: **4813350**

Hi Fernando,

Enclosed please find the three tax items requested.

Let me know if you have any questions or concerns.

Thank you,

Brianna Seckner
Regional Home Builder Services
FIRST AMERICAN TITLE COMPANY



**Alameda County
Office of the Treasurer
and Tax Collector**

Henry C. Levy
Treasurer-Tax Collector

Julie P. Manaois
Chief Deputy Tax Collector


TO: **ANIKA CAMPBELL-BELTON**
Clerk of the Board of Supervisors
County of Alameda
State of California

I, Henry C. Levy, Tax Collector of the County of Alameda, State of California, DO HEREBY CERTIFY that there are no liens against the real property covered by that certain subdivision entitled TRACT MAP **8053** or PARCEL MAP ____ for unpaid taxes or special assessment collected as taxes except for the following which are not yet payable:

1)	ESTIMATED TAXES FOR THE FISCAL YEAR <u>2018/19</u>	<u>\$71,299.00</u>
2)	ESTIMATED SUPPLEMENTAL ASSESSMENTS.....	<u>76.00</u>
3)	ESTIMATED ESCAPED ASSESSMENTS.....	<u>- 0 -</u>
TOTAL ESTIMATE FOR WHICH SECURITY DEPOSIT IS REQUIRED		<u>\$71,375.00</u>

IN WITNESS WHEREOF, I have hereunto set my hand this 3rd day of May, 2018.

HENRY C. LEVY
Tax Collector of Alameda County

By: A. Baffo-Gyan 
Deputy
(Original document must bear
Treasurer's Seal)

Current Parcel No.: 84D-1403-14-17 &
84D-1403-1-5 (portion)

Former Parcel No.: Same
Same

This certificate is valid through August 3, 2018
Submitted by: First American Title Company



*First American
Title Company*

May 8, 2018

Clerk of the Board of Supervisors
County of Alameda
1221 Oak Street, 5th Floor
Oakland, CA 94612

Attention: Assistant Clerk of the Board

In accordance with provisions of Section 66464(a) Government Code, transmitted to you, the final **Tract Map 8053** prepared for recordation in the office of the County Recorder of Alameda County and bearing thereon the certificate of the City Engineer of the City of **Fremont** approved said map.

Pursuant to the provisions of Section 66492 of said Code, there is herewith transmitted a certificate by Henry C. Levy, Tax Collector of Alameda County. There are no liens against any part of the subdivision shown on said map for unpaid state, county, local taxes, or special assessments up to and including the fiscal year 2017/2018. Taxes levied by the County of Alameda for fiscal year 2018/2019 contain an estimate of the amount of taxes and assessments which are a lien but not yet payable.

The amount of said estimate for taxes and assessments is **\$71,375.00**. In accordance with the provisions of Section 66493(a) of said Code, there is herewith transmitted a good and sufficient Bond insuring to the benefit of Alameda County and conditioned upon payment of all state, county or local taxes and all special assessments collected as taxes which are a lien against the property delineated upon said map.

Very truly yours,

FIRST AMERICAN TITLE COMPANY

Brianna Seckner

Northern California Homebuilder Services Division

SUBDIVISION TAX BOND

Executed Pursuant to Requirement for Security Under the
California Law Relating to Subdivisions

KNOW ALL MEN BY THESE PRESENTS:

That we, **PROCTOR ROAD ESTATES OWNERS, LLC, A DELAWARE LIMITED LIABILITY COMPANY**, as principal and Lexon Insurance Company, a corporation, duly organized and doing business under and by virtue of the laws of the State of Texas and duly licensed for the purpose of making, guaranteeing or becoming sole surety upon bonds or undertakings required or authorized by the laws of the State of California, as Surety are held and firmly bound unto the County of Alameda in the sum of **Seventy One Thousand, Three Hundred Seventy Five Dollars (\$71,375.00)**, lawful money of the United States of America, for the payment whereof, well and truly to be made, we bind ourselves, our heirs, executors, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THE FOREGOING OBLIGATION IS SUCH THAT,

WHEREAS, the owner(s) of a division of land representing a certain subdivision of real estate, to wit: Tract Map/Parcel **Map No. 8053**, intend(s) to file a map thereof with the Recorder of Alameda County; and

WHEREAS, There are no liens against the subdivision or any part thereof for unpaid state, county, municipal or other local taxes or assessments collected as taxes except taxes or assessments not yet payable; and

WHEREAS, the provisions of the Government Code of the State of California require that this bond be filed with the Clerk of the Board of Supervisors of Alameda County prior to recordation of the tract/parcel map.

NOW, THEREFORE, if the above-bounden principal shall pay when due all taxes and assessments, which at the time of filing said map, are a lien against the subdivision, or any part thereof, but not yet payable, then this obligation shall be null and void, otherwise to remain in full force and effect.

The obligation of the surety hereunder shall arise immediately upon the failure of the above-bounden principal to pay when due to the County of Alameda the aforesaid taxes and assessments and shall remain in full force and effect until said taxes and assessments, including any supplemental assessments, are paid in full including any penalties incurred. In respect to such obligation the surety waives the benefit of the provisions of Section 2845 of the Civil Code of California.

If legal action is required to recover under this bond, the protection afforded by it shall cover the payment or reasonable attorney fees.

Signed and sealed this 7th day of May, 2018.

BOND NUMBER: 1155290

**PROCTOR ROAD ESTATES OWNERS, LLC, A
DELAWARE LIMITED LIABILITY COMPANY**

Principal

By:  _____

Name: Richard S. Lafferty

Title: Managing Member

Lexon Insurance Company _____

Surety

By: Sandra L. Fusinetti _____

Name: Sandra L. Fusinetti

Title: Attorney-in-Fact

Address of Surety:

10002 Shelbyville Road, Suite 100, Louisville, KY 40223

This must be acknowledged before a Notary Public.

ACKNOWLEDGMENT

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

State of California
County of CONTRA COSTA)

On May 8, 2018 before me, VERONICA L QUALLS, NOTARY PUBLIC
(insert name and title of the officer)

personally appeared RICHARD S LAFFERTY
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 Veronica L. Qualls (Seal)

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, _____, 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 and official seal.

Signature

This area for official notarial seal

CALIFORNIA ALL- PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

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

State of Kentucky }

County of Jefferson }

On May 7, 2018 before me, Theresa Pickerrell, Notary Public ,
(Here insert name and title of the officer)

personally appeared Sandra L. Fusinetti 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.



Notary Public Signature
commission expires 10/26/2019

(Notary Public Seal)

ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages _____ Document Date _____

CAPACITY CLAIMED BY THE SIGNER

- Individual (s)
 Corporate Officer

(Title)

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

INSTRUCTIONS FOR COMPLETING THIS FORM

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

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

POWER OF ATTORNEY

LX- 325661

Lexon Insurance Company

KNOW ALL MEN BY THESE PRESENTS, that LEXON INSURANCE COMPANY, a Texas Corporation, with its principal office in Louisville, Kentucky, does hereby constitute and appoint: Brook T. Smith, Raymond M. Hundley, Jason D. Cromwell, James H. Martin, Barbara Duncan, Sandra L. Fusinetti, Mark A. Guidry, Jill Kemp, Lynnette Long, Amy Meredith, Deborah Neichter, Theresa Pickerrell, Sheryon Quinn, Beth Frymire, Leigh McCarthy, Michael Dix, Susan Ritter its true and lawful Attorney(s)-In-Fact to make, execute, seal and deliver for, and on its behalf as surety, any and all bonds, undertakings or other writings obligatory in nature of a bond.

This authority is made under and by the authority of a resolution which was passed by the Board of Directors of LEXON INSURANCE COMPANY on the 1st day of July, 2003 as follows:

Resolved, that the President of the Company is hereby authorized to appoint and empower any representative of the Company or other person or persons as Attorney-In-Fact to execute on behalf of the Company any bonds, undertakings, policies, contracts of indemnity or other writings obligatory in nature of a bond not to exceed \$5,000,000.00, Five Million dollars, which the Company might execute through its duly elected officers, and affix the seal of the Company thereto. Any said execution of such documents by an Attorney-In-Fact shall be as binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company. Any Attorney-In-Fact, so appointed, may be removed for good cause and the authority so granted may be revoked as specified in the Power of Attorney.

Resolved, that the signature of the President and the seal of the Company may be affixed by facsimile on any power of attorney granted, and the signature of the Assistant Secretary, and the seal of the Company may be affixed by facsimile to any certificate of any such power and any such power or certificate bearing such facsimile signature and seal shall be valid and binding on the Company. Any such power so executed and sealed and certificate so executed and sealed shall, with respect to any bond of undertaking to which it is attached, continue to be valid and binding on the Company.

IN WITNESS THEREOF, LEXON INSURANCE COMPANY has caused this instrument to be signed by its President, and its Corporate Seal to be affixed this 5th day of August, 2015.

LEXON INSURANCE COMPANY



BY [Signature] David E. Campbell President

ACKNOWLEDGEMENT

On this 5th day of August, 2015, before me, personally came David E. Campbell to me known, who be duly sworn, did depose and say that he is the President of LEXON INSURANCE COMPANY, the corporation described in and which executed the above instrument; that he executed said instrument on behalf of the corporation by authority of his office under the By-laws of said corporation.



AMY TAYLOR Notary Public- State of Tennessee Davidson County Mv Commission Expires 07-08-19

BY [Signature] Amy Taylor Notary Public

CERTIFICATE

I, the undersigned, Assistant Secretary of LEXON INSURANCE COMPANY, A Texas Insurance Company, DO HEREBY CERTIFY that the original Power of Attorney of which the forgoing is a true and correct copy, is in full force and effect and has not been revoked and the resolutions as set forth are now in force.

Signed and Seal at Mount Juliet, Tennessee this 7th Day of May, 2018.



BY [Signature] Andrew Smith Assistant Secretary

WARNING: Any person who knowingly and with intent to defraud any insurance company or other person, files and application for insurance of claim containing any materially false information, or conceals for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
11/30/2017

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 License # 0G66614 One Risk Group, LLC DBA: One Risk Management & Insurance Services 5976 W. Las Positas Blvd., Suite 100 Pleasanton, CA 94588	CONTACT NAME: Shannon Prior	
	PHONE (A/C, No, Ext): (925) 226-7350	FAX (A/C, No): (925) 226-7380
	E-MAIL ADDRESS: info@oneriskgroup.com	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A : Peleus Insurance Company	NAIC # 34118
	INSURER B : Ohio Security Insurance Company	24082
	INSURER C : Republic Indemnity Company of CA	43753
INSURED Proctor Road Estates Owners, LLC 2000 Crow Canyon Place, Suite 350 San Ramon, CA 94583		
INSURER D :		
INSURER E :		
INSURER F :		

COVERAGES CERTIFICATE NUMBER: 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.

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 <input checked="" type="checkbox"/> \$5M GL CAP GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	X		103 GL 0020777-00	11/06/2017	11/06/2018	EACH OCCURRENCE \$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
							MED EXP (Any one person) \$ Excluded
							PERSONAL & ADV INJURY \$ 1,000,000
							GENERAL AGGREGATE \$ 2,000,000
							PRODUCTS - COMP/OP AGG \$ 2,000,000
							EBL AGGREGATE \$ 1,000,000
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			BAS(18)58333535	11/06/2017	11/06/2018	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
							BODILY INJURY (Per person) \$
							BODILY INJURY (Per accident) \$
							PROPERTY DAMAGE (Per accident) \$
							\$
							\$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$
							AGGREGATE \$
							\$
							\$
C	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input checked="" type="checkbox"/> If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N Y	N/A	185960-05	08/01/2017	08/01/2018	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER
							E.L. EACH ACCIDENT \$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 County of Alameda, and its Officers, Agents, and Employees are Additional Insured for General Liability. THIS CERTIFICATE REPLACES THAT ISSUED 11-8-17.

CERTIFICATE HOLDER **CANCELLATION**

County of Alameda Construction & Development Services Department 951 Turner Court, Suite 100 Hayward, CA 94545	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

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
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 shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

SUBDIVISION GUARANTEE

Fee: \$150.00

Subdivision: Tract 8053

First American Title Insurance Company,
a California corporation

GUARANTEES

The County of Alameda and any City within which said subdivision is located in a sum not exceeding \$1,000.00.

That, according to those public records which, under the recording laws, impart constructive notice of matters affecting the title to the land included within the exterior boundary shown on the map of the above referenced subdivision, the only parties having any record title interest in said land whose signatures are necessary, under the requirements of the Subdivision Map Act, on the certificates consenting to the recordation of said map and offering for dedication any streets, roads, avenues and other easements offered for dedication by said map are:

Title to said estate or interest at the date hereof is vested in:

As owner(s): **PROCTOR ROAD ESTATES OWNERS, LLC, A DELAWARE LIMITED LIABILITY COMPANY**

As trustee: **FIRST AMERICAN TITLE COMPANY**

The map hereinbefore referred to is a subdivision of:

Real property in the Unincorporated, County of Alameda, State of California, described as follows:

PARCEL ONE:

BEING ALL OF THE LANDS OF THE YLHT FAMILY TRUST AS DESCRIBED IN QUITCLAIM DEED RECORDED OCTOBER 17, 2016, IN DOCUMENT NO. 2016269354 AND ALSO IN GRANT DEED RECORDED NOVEMBER 9, 2016, INSTRUMENT NO. 2016292937 OFFICIAL RECORDS OF ALAMEDA COUNTY AND THE LAND DESCRIBED IN GRANT DEED AND AGREEMENT RECORDED JUNE 28, 2017, IN DOCUMENT NO. 2017140689, OFFICIAL RECORDS OF ALAMEDA COUNTY, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEASTERLY CORNER OF SAID LANDS OF THE YLHT FAMILY TRUST, THENCE ALONG THE EASTERLY, SOUTHERLY, WESTERLY, AND NORTHERLY LINES OF SAID LANDS THE FOLLOWING FOUR (4) COURSES:

1. SOUTH 08°14'15" WEST, 832.27 FEET;
2. NORTH 35°56'25" WEST, 706.13 FEET;
3. NORTH 16°15'45" EAST, 266.32 FEET;
4. SOUTH 78°16'29" EAST, 96.72 FEET.

THENCE LEAVING LAST SAID LINE IN A GENERAL NORTHERLY DIRECTION, ALONG THE FOLLOWING FOUR (4) COURSES:

1. NORTH 08°15'15" EAST, 68.14 FEET;
2. NORTH 81°44'45" WEST, 4.18 FEET;
3. NORTH 08°15'15" EAST, 40.42 FEET TO THE BEGINNING OF A TANGENT CURVE TO THE LEFT WITH A RADIUS OF 19.00 FEET;
4. ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 42°32'08", A DISTANCE OF 14.11 FEET TO THE SOUTHERLY LINE OF PROCTOR ROAD (50 FEET WIDE).

THENCE ALONG LAST SAID LINE, SOUTH 81°44'45"EAST, 41.59 FEET; THENCE LEAVING THAT SAID LINE AND ALONG THE GENERAL NORTHERLY LINE OF SAID LAND OF THE YLHT FAMILY TRUST, THE FOLLOWING SIX (6) COURSES:

1. SOUTH 08°15'15" WEST, 118.71 FEET;
2. SOUTH 82°33'11"EAST, 90.63 FEET;
3. SOUTH 07°02'34" EAST, 26.97 FEET;
4. SOUTH 81°44'45"EAST, 148.50 FEET;
5. NORTH 08°15'15" EAST, 130.63 FEET TO SAID SOUTHERLY LINE OF SAID PROCTOR ROAD; SAID POINT BEING THE BEGINNING OF A NON-TANGENT CURVE TO THE RIGHT WITH A RADIUS OF 275.00 FEET;
6. ALONG SAID CURVE, FROM A TANGENT BEARING SOUTH 64°11'03" EAST, THROUGH A CENTRAL ANGLE OF 18°42'29", A DISTANCE OF 89.79 FEET TO THE POINT OF BEGINNING.

THIS LEGAL DESCRIPTION IS MADE PURSUANT TO CERTIFICATE OF COMPLIANCE AND BOUNDARY ADJUSTMENT PLN 2017-00028 RECORDED JUNE 28, 2017, AS INSTRUMENT NO. 2017140690 OF OFFICIAL RECORDS.

PARCEL TWO:

A NON-EXCLUSIVE EASEMENT FOR STORM DRAIN PURPOSES AS DESCRIBED IN THE DOCUMENT ENTITLED, "PERMANENT STORM DRAIN EASEMENT" RECORDED MAY 16, 2017 AS INSTRUMENT NO. 2017107724 OF OFFICIAL RECORDS.

PARCEL THREE:

A NON-EXCLUSIVE TEMPORARY GRADING AND CONSTRUCTION EASEMENT AS DESCRIBED IN THE DOCUMENT ENTITLED "TEMPORARY GRADING AND CONSTRUCTION EASEMENT" RECORDED JUNE 21, 2017, AS INSTRUMENT NO. 2017134741, OFFICIAL RECORDS.

PARCEL FOUR:

THE NON-EXCLUSIVE MAINTENANCE EASEMENT AND ACCESS THERETO AS DESCRIBED IN THE DOCUMENT ENTITLED, "PERMANENT RIGHT OF ENTRY FOR MAINTENANCE OBLIGATIONS" RECORDED JUNE 21, 2017, AS INSTRUMENT NO. 2017134742, OFFICIAL RECORDS.

Dated: 5/10/2018

First American Title Insurance Company



Dennis J. Gilmore
President



Timothy Kemp
Secretary



Sylvia Erazo, Vice President

SCHEDULE OF EXCLUSIONS FROM COVERAGE OF THIS GUARANTEE

1. Except to the extent that specific assurance are provided in Schedule A of this Guarantee, the Company assumes no liability for loss or damage by reason of the following:
 - (a) Defects, liens, encumbrances, adverse claims or other matters against the title, whether or not shown by the public records.
 - (b) (1) Taxes or assessments of any taxing authority that levies taxes or assessments on real property; or, (2) Proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not the matters excluded under (1) or (2) are shown by the records of the taxing authority or by the public records.
 - (c) (1) Unpatented mining claims; (2) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (3) water rights, claims or title to water, whether or not the matters excluded under (1), (2) or (3) are shown by the public records.
2. Notwithstanding any specific assurances which are provided in Schedule A of this Guarantee, the Company assumes no liability for loss or damage by reason of the following:
 - (a) Defects, liens, encumbrances, adverse claims or other matters affecting the title to any property beyond the lines of the land expressly described in the description set forth in Schedule (A), (C) or in Part 2 of this Guarantee, or title to streets, roads, avenues, lanes, ways or waterways to which such land abuts, or the right to maintain therein vaults, tunnels, ramps, or any structure or improvements; or any rights or easements therein, unless such property, rights or easements are expressly and specifically set forth in said description.
 - (b) Defects, liens, encumbrances, adverse claims or other matters, whether or not shown by the public records; (1) which are created, suffered, assumed or agreed to by one or more of the Assureds; (2) which result in no loss to the Assured; or (3) which do not result in the invalidity or potential invalidity of any judicial or non-judicial proceeding which is within the scope and purpose of the assurances provided.
 - (c) The identity of any party shown or referred to in Schedule A.
 - (d) The validity, legal effect or priority of any matter shown or referred to in this Guarantee.

GUARANTEE CONDITIONS AND STIPULATIONS

1. Definition of Terms.

The following terms when used in the Guarantee mean:

- (a) the "Assured": the party or parties named as the Assured in this Guarantee, or on a supplemental writing executed by the Company.
- (b) "land": the land described or referred to in Schedule (A) (C) or in Part 2, and improvements affixed thereto which by law constitute real property. The term "land" does not include any property beyond the lines of the area described or referred to in Schedule (A) (C) or in Part 2, nor any right, title, interest, estate or easement in abutting streets, roads, avenues, alleys, lanes, ways or waterways.
- (c) "mortgage": mortgage, deed of trust, trust deed, or other security instrument.
- (d) "public records" : records established under state statutes at Date of Guarantee for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without knowledge.
- (e) "date": the effective date.

2. Notice of Claim to be Given by Assured Claimant.

An Assured shall notify the Company promptly in writing in case knowledge shall come to an Assured hereunder of any claim of title or interest which is adverse to the title to the estate or interest, as stated herein, and which might cause loss or damage for which the Company may be liable by virtue of this Guarantee. If prompt notice shall not be given to the Company, then all liability of the Company shall terminate with regard to the manner or matters for which prompt notice is required; provided, however, that failure to notify the Company shall in no case prejudice the rights of any Assured under this Guarantee unless the Company shall be prejudiced by the failure and then only to the extent of the prejudice.

3. No Duty to Defend or Prosecute.

The Company shall have no duty to defend or prosecute any action or proceeding to which the Assured is a party, notwithstanding the nature of any allegation in such action or proceeding.

4. Company's Option to Defend or Prosecute Actions; Duty of Assured Claimant to Cooperate.

Even though the Company has no duty to defend or prosecute as set forth in Paragraph 3 above:

- (a) The Company shall have the right, at its sole option and cost, to institute and prosecute any action or proceeding, interpose a defense, as limited in (b), or to do any other act which in its opinion may be necessary or desirable to establish the title to the estate or interest as stated herein, or to establish the lien rights of the Assured, or to prevent or reduce loss or damage to the Assured. The Company may take any appropriate action under the terms of this Guarantee, whether or not it shall be liable hereunder, and shall not thereby concede liability or waive any provision of this Guarantee. If the Company shall exercise its rights under this paragraph, it shall do so diligently.
- (b) If the Company elects to exercise its options as stated in Paragraph 4(a) the Company shall have the right to select counsel of its choice (subject to the right of such Assured to object for reasonable cause) to represent the Assured and shall not be liable for and will not pay the fees of any other counsel, nor will the Company pay any fees, costs or expenses incurred by an Assured in the defense of those causes of action which allege matters not covered by this Guarantee.
- (c) Whenever the Company shall have brought an action or interposed a defense as permitted by the provisions of this Guarantee, the Company may pursue any litigation to final determination by a court of competent jurisdiction and expressly reserves the right, in its sole discretion, to appeal from an adverse judgment or order.
- (d) In all cases where this Guarantee permits the Company to prosecute or provide for the defense of any action or proceeding, an Assured shall secure to the Company the right to so prosecute or provide for the defense of any action or proceeding, and all appeals therein, and permit the Company to use, at its option, the name of such Assured for this purpose. Whenever requested by the Company, an Assured, at the Company's expense, shall give the Company all reasonable aid in any action or proceeding, securing evidence, obtaining witnesses, prosecuting or defending the action or lawful act which in the opinion of the Company may be necessary or desirable to establish the title to the estate or interest as stated herein, or to establish the lien rights of the Assured. If the Company is prejudiced by the failure of the Assured to furnish the required cooperation, the Company's obligations to the Assured under the Guarantee shall terminate.

5. Proof of Loss Damage.

In addition to and after the notices required under Section 2 of these Conditions and Stipulations have been provided to the Company, a proof of loss or damage signed and sworn to by the Assured shall be furnished to the Company within ninety (90) days after the Assured shall ascertain the facts giving rise to the loss or damage. The proof of loss or damage shall describe the matters covered by this Guarantee which constitute the basis of loss or damage and shall state, to the extent possible, the basis of calculating the amount of the loss or damage. If the Company is prejudiced by the failure of the Assured to provide the required proof of loss or damage, the Company's obligation to such Assured under the Guarantee shall terminate. In addition, the Assured may reasonably be required to submit to examination under oath by any authorized representative of the Company and shall produce for examination, inspection and copying, at such reasonable times and places as may be designated by any authorized representative of the Company, all records, books, ledgers, checks, correspondence and memoranda, whether bearing a date before or after Date of Guarantee, which reasonably pertain to the loss or damage. Further, if requested by any authorized representative of the Company, the Assured shall grant its permission, in writing, for any authorized representative of the Company to examine, inspect and copy all records, books, ledgers, checks, correspondence and memoranda in the custody or control of a third party, which reasonably pertain to the loss damage. All information designated as confidential by the Assured provided to the Company, pursuant to this Section shall not be disclosed to others unless, in the reasonable judgment of the Company, it is necessary in the administration of the claim. Failure of the Assured to submit for examination under oath, produce other reasonably requested information or grant permission to secure reasonably necessary information from third parties as required in the above paragraph, unless prohibited by law or governmental regulation, shall terminate any liability of the Company under this Guarantee to the Assured for that claim.

6. Options to Pay or Otherwise Settle Claims: Termination of Liability.

In case of a claim under this Guarantee, the Company shall have the following additional options:

(a) To Pay or Tender Payment of the Amount of Liability or to Purchase the Indebtedness.

The Company shall have the option to pay or settle or compromise for or in the name of the Assured any claim which could result in loss to the Assured within the coverage of this Guarantee, or to pay the full amount of this Guarantee or, if this Guarantee is issued for the benefit of a holder of a mortgage or a lienholder, the Company shall have the option to purchase the indebtedness secured by said mortgage or said lien for the amount owing thereon, together with any costs, reasonable attorneys' fees and expenses incurred by the Assured claimant which were authorized by the Company up to the time of purchase.

Such purchase, payment or tender of payment of the full amount of the Guarantee shall terminate all liability of the Company hereunder. In the event after notice of claim has been given to the Company by the Assured the Company offers to purchase said indebtedness, the owner of such indebtedness shall transfer and assign said indebtedness, together with any collateral security, to the Company upon payment of the purchase price. Upon the exercise by the Company of the option provided for in Paragraph (a) the Company's obligation to the Assured under this Guarantee for the claimed loss or damage, other than to make the payment required in that paragraph, shall terminate, including any obligation to continue the defense or prosecution of any litigation for which the Company has exercised its options under Paragraph 4, and the Guarantee shall be surrendered to the Company for cancellation.

(b) To Pay Otherwise Settle With Parties Other Than the Assured or With the Assured Claimant.

To pay or otherwise settle with other parties for or in the name of an Assured claimant any claim Assured against under this Guarantee, together with any costs, attorneys' fees and expenses incurred by the Assured claimant which were authorized by the Company up to the time of payment and which the Company is obligated to pay.

Upon the exercise by the Company of the option provided for in Paragraph (b) the Company's obligation to the Assured under this Guarantee for the claimed loss or damage, other than to make the payment required in that paragraph, shall terminate, including any obligation to continue the defense or prosecution of any litigation for which the Company has exercised its options under Paragraph 4.

7. Determination and Extent of Liability.

This Guarantee is a contract of Indemnity against actual monetary loss or damage sustained or incurred by the Assured claimant who has suffered loss or damage by reason of reliance upon the assurances set forth in this Guarantee and only to the extent herein described, and subject to the Exclusions From Coverage of This Guarantee.

The Liability of the Company under this Guarantee to the Assured shall not exceed the least of:

(a) the amount of liability stated in Schedule A or in Part 2;

(b) the amount of the unpaid principal indebtedness secured by the mortgage of an Assured mortgagee, as limited or provided under Section 6 of these Conditions and Stipulations or as reduced under Section 9 of these Conditions and Stipulations, at the time the loss or damage Assured against by this Guarantee occurs, together with interest thereon; or

(c) the difference between the value of the estate or interest covered hereby as stated herein and the value of the estate or interest subject to any defect, lien or encumbrance Assured against by this Guarantee.

8. Limitation of Liability.

(a) If the Company establishes the title, or removes the alleged defect, lien or encumbrance, or cures any other matter Assured against by this Guarantee in a reasonably diligent manner by any method, including litigation and the completion of any appeals therefrom, it shall have fully performed its obligations with respect to that matter and shall not be liable for any loss or damage caused thereby.

(b) In the event of any litigation by the Company or with the Company's consent, the Company shall have no liability for loss or damage until there has been a final determination by a court of competent jurisdiction, and disposition of all appeals therefrom, adverse to the title, as stated herein.

(c) The Company shall not be liable for loss or damage to any Assured for liability voluntarily assumed by the Assured in settling any claim or suit without the prior written consent of the Company.

9. Reduction of Liability or Termination of Liability.

All payments under this Guarantee, except payments made for costs, attorneys' fees and expenses pursuant to Paragraph 4 shall reduce the amount of liability pro tanto.

10. Payment of Loss.

(a) No payment shall be made without producing this Guarantee for endorsement of the payment unless the Guarantee has been lost or destroyed, in which case proof of loss or destruction shall be furnished to the satisfaction of the Company.

(b) When liability and the extent of loss or damage has been definitely fixed in accordance with these Conditions and Stipulations, the loss or damage shall be payable within thirty (30) days thereafter.

11. Subrogation Upon Payment or Settlement.

Whenever the Company shall have settled and paid a claim under this Guarantee, all right of subrogation shall vest in the Company unaffected by any act of the Assured claimant.

The Company shall be subrogated to and be entitled to all rights and remedies which the Assured would have had against any person or property in respect to the claim had this Guarantee not been issued. If requested by the Company, the Assured shall transfer to the Company all rights and remedies against any person or property necessary in order to perfect this right of subrogation. The Assured shall permit the Company to sue, compromise or settle in the name of the Assured and to use the name of the Assured in any transaction or litigation involving these rights or remedies. If a payment on account of a claim does not fully cover the loss of the Assured the Company shall be subrogated to all rights and remedies of the Assured after the Assured shall have recovered its principal, interest, and costs of collection.

12. Arbitration.

Unless prohibited by applicable law, either the Company or the Assured may demand arbitration pursuant to the Title Insurance Arbitration Rules of the American Arbitration Association. Arbitrable matters may include, but are not limited to, any controversy or claim between the Company and the Assured arising out of or relating to this Guarantee, any service of the Company in connection with its issuance or the breach of a Guarantee provision or other obligation. All arbitrable matters when the Amount of Liability is \$1,000,000 or less shall be arbitrated at the option of either the Company or the Assured. All arbitrable matters when the amount of liability is in excess of \$1,000,000 shall be arbitrated only when agreed to by both the Company and the Assured. The Rules in effect at Date of Guarantee shall be binding upon the parties. The award may include attorneys' fees only if the laws of the state in which the land is located permits a court to award attorneys' fees to a prevailing party. Judgment upon the award rendered by the Arbitrator(s) may be entered in any court having jurisdiction thereof.

The law of the situs of the land shall apply to an arbitration under the Title Insurance Arbitration Rules.

A copy of the Rules may be obtained from the Company upon request.

13. Liability Limited to This Guarantee; Guarantee Entire Contract.

(a) This Guarantee together with all endorsements, if any, attached hereto by the Company is the entire Guarantee and contract between the Assured and the Company. In interpreting any provision of this Guarantee, this Guarantee shall be construed as a whole.

(b) Any claim of loss or damage, whether or not based on negligence, or any action asserting such claim, shall be restricted to this Guarantee.

(c) No amendment of or endorsement to this Guarantee can be made except by a writing endorsed hereon or attached hereto signed by either the President, a Vice President, the Secretary, and Assistant Secretary, or validating officer or authorized signatory of the Company.

14. Notices, Where Sent.

All notices required to be given the Company and any statement in writing required to be furnished the Company shall include the number of this Guarantee and shall be addressed to the Company at 2 First American Way, Bldg 2, Santa Ana, California, 92707.

COUNTY OF ALAMEDA - TRACT DEVELOPER CONTRACT

This contract is by and between the County of Alameda, a political subdivision of the State of California, acting by and through its Board of Supervisors, hereinafter called COUNTY, and Proctor Road Estates Owners, LLC, hereinafter together called DEVELOPER.

WITNESSETH

A. It has been determined by the Board of Supervisors of the COUNTY, that DEVELOPER, as a subdivider, desires to dedicate and improve Tract 8053, in Castro Valley, in the unincorporated portion of the County of Alameda in accordance with (1) the requirements and conditions set forth within Alameda County Planning Commission Resolution No. 15-03, dated February 2, 2015 for Tentative Tract Map 8053, (2) the requirements of the COUNTY, and (3) those certain plans and specifications for the aforesaid development approved by the aforesaid Board of Supervisors and now on file in the office of the Director of Public Works, County of Alameda, which said plans and specifications are hereby referred to as a more definite and distinct description of the work to be performed under this contract, and are hereby made a part of this contract the same as though fully set forth herein.

B. In consideration of the foregoing, and the further consideration of the offers of dedication made by DEVELOPER and acceptance of all such applicable and acceptable offers by COUNTY, DEVELOPER agrees to complete the required work within the time hereinafter specified, which consideration is hereby deemed and declared to be in full satisfaction for the performance of all acts and things to be done and performed by DEVELOPER. The DEVELOPER, for itself, its heirs, executors, administrators, successors and/or assigns, hereby promises, covenants and agrees with COUNTY that DEVELOPER will honestly and faithfully do and perform the work herein referred to and will furnish all the labor and material necessary therefore in strict accordance with the aforesaid plans and specifications and the terms of this contract, and upon the completion of the work provided for by the terms of this contract, DEVELOPER will deliver the completed work to COUNTY's Director of Public Works or his authorized representative and will furnish COUNTY's Director of Public Works with one complete reproducible set of the final As-Built Plans showing any and all authorized modifications.

C. In consideration of the performance and accomplishment of all the acts and things to be done and performed by DEVELOPER as herein provided, COUNTY agrees to accept all applicable and acceptable offers of dedication upon the completion of all work as required by this contract.

NOW, THEREFORE, IT IS HEREBY MUTUALLY UNDERSTOOD AND AGREED BY AND BETWEEN COUNTY AND DEVELOPER AS FOLLOWS:

C-2018-52

1. TIME FOR COMPLETION. DEVELOPER will start the work provided for by this contract within 30 days from and after the date of contract execution by COUNTY, and shall complete all required work within 365 days from and after the date of execution of this contract by COUNTY, time being of the essence hereof.

2. IMPROVEMENT SECURITY. Upon executing this Agreement, the DEVELOPER shall provide as security to the COUNTY:

a. For Performance. Cash/Certified Check/Cashier's Check, plus additional security in the following amounts, which amounts together total one hundred percent (100%) of the estimated cost of the work. Such additional security is presented in the form(s) of

- Cash, certified check or cashier's check in the amount of \$70,735.00
- Acceptable corporate security bond in the amount of \$1,343,965.00
- Acceptable irrevocable letter of credit in the amount of \$0.00.

With this security, the DEVELOPER guarantees performance under this Agreement and maintenance of the work for one year after its completion and acceptance against any defective workmanship or materials or any unsatisfactory performance.

b. For Payment. Security in the following amounts, which amounts together total fifty percent (50%) of the estimated cost of the work. Such security is presented in the form(s)

- Cash, certified check or cashier's check in the amount of \$35,368.00
- Acceptable corporate security bond in the amount of \$671,982.00
- Acceptable irrevocable letter of credit in the amount of \$0.00.

With this security, the DEVELOPER guarantees payment to the contractor, his subcontractors, and to persons renting equipment or furnishing labor or materials to them or the DEVELOPER.

c. Upon acceptance of the work as completed by the Board of Supervisors and upon request of the DEVELOPER, the amount of the securities may be reduced in accordance with Section 66499.7 of the Government Code of the State of California.

3. INSURANCE REQUIRED. DEVELOPER shall furnish COUNTY with evidence of insurance coverage as specified below, such evidence to be submitted concurrently with and as part of this contract following execution thereof by DEVELOPER.

a. Worker's Compensation Insurance. Unless the Development is constructed by a firm consisting solely of general partners, statutory coverage is required to cover the full liability of DEVELOPER in accordance with the provisions of Division IV of the Labor Code of the State of California, and an employer's liability insurance coverage with a limit of not less than \$100,000

per occurrence to cover any claims arising from employment not covered by workers' compensation laws. DEVELOPER shall provide insurance at his own expense and neither the DEVELOPER nor its carrier shall be entitled to recover any costs, settlements, or expenses of Worker's Compensation claims arising out of this contract. If the Development is constructed solely by a firm consisting of only general partners, Worker's Compensation Insurance will not be required. To be excused from providing Worker's compensation coverage, the DEVELOPER must furnish a notarized letter to the COUNTY, signed by each and every General Partner, stating that all work on the project will be performed by the general partners of the company.

b. Comprehensive General Liability Insurance. Minimum limits of liability shall be no less than \$1,000,000 per occurrence combined single limit bodily injury and property damage coverage; any deductible provision shall not exceed \$5,000 per claim, and each and every policy must contain a cross liability of severability of interests clause. The coverages shall include Bodily Injury, Property Damage, and Blanket Contractual.

c. Comprehensive Automobile Liability Insurance. Minimum limits of liability shall be no less than \$1,000,000 per occurrence combined single limit bodily injury and property damage coverage; coverage shall include owned, non-owned, and hired vehicles, and each and every policy must contain a cross liability of severability of interests clause.

d. Other requirements. All insurance policies shall be issued by a company legally licensed to transact business in the State of California, shall be issued at DEVELOPER'S own cost and expense, shall be maintained by DEVELOPER in full force and effect during the life of this contract, and must have an "A.M. BEST" rating of A-:VII, or better. All certificates of insurance shall name the COUNTY and its officers, agents and employees as additional insured, shall contain a provision that a written notice of cancellation or reduction in coverage shall be furnished the COUNTY 30 days in advance of the effective date thereof, and shall state that such coverage is primary to any other coverage of COUNTY. Cancellation, non-renewal, or reduction in limits or coverage, including the name of the contract, shall be mailed to the following address: William Lepere, Acting Deputy Director, Development Services, 951 Turner Court, Hayward, CA 94545. The DEVELOPER is also responsible for payment of insurance deductibles.

4. WORK PERFORMANCE AND GUARANTEE. DEVELOPER shall secure the services of those skilled in the trade, profession, or calling necessary to perform the work to be accomplished under the terms of this contract, and shall guarantee and maintain the work for a period of one year following the completion and acceptance thereof against any defective workmanship or defective materials furnished in the performance of this contract, and any acceptance of the work by COUNTY will not operate as a release to DEVELOPER or DEVELOPER's bondsmen from the aforesaid guarantee.

5. INSPECTION OF THE WORK. DEVELOPER shall guarantee free access to COUNTY through its Director of Public Works and his designated representative for the safe and convenient inspection of the work throughout its construction. Said COUNTY representative shall have the authority to reject all materials and workmanship which are not in accordance with the

plans and specifications, and all such materials and/or work shall be removed promptly by DEVELOPER and replaced to the satisfaction of COUNTY without any expense to COUNTY in strict accordance with the improvement plans and specifications.

6. CONTRACT ASSIGNMENT. Nothing contained in this Agreement shall be construed to permit assignment or transfer by DEVELOPER of any rights and duties under this Agreement and such assignment or transfer is expressly prohibited and void.

7. ABANDONMENT OF WORK. If the work to be done under this contract is abandoned, or if this contract is assigned by DEVELOPER without written consent of COUNTY, or if COUNTY through its Director of Public Works determines that the said work or any part thereof is being unnecessarily or unreasonably delayed or that DEVELOPER is willfully violating any of the conditions or covenants of this contract or is executing this contract in bad faith, the COUNTY shall have the power to notify DEVELOPER to discontinue all work or any part thereof under this contract, and thereupon DEVELOPER shall cease to continue the work or such part thereof as COUNTY may designate, and COUNTY shall thereupon have the power to obtain by contract, purchase, rental or otherwise, all labor, equipment, and materials deemed necessary to complete the work and to use such materials as may be found upon the line of such work. DEVELOPER and his sureties shall be liable for all expenses incurred by COUNTY for the acquisition and use of such labor, equipment, and materials.

8. USE OF STREETS OR IMPROVEMENTS. At all times prior to the final acceptance of the work by COUNTY, the use of any or all streets and improvements within the work to be performed under this contract shall be at the sole and exclusive risk of DEVELOPER. The issuance of any building or occupancy permit by COUNTY for dwellings located within the tract shall not be construed in any manner to constitute a partial or final acceptance or approval of any or all such improvements by COUNTY. DEVELOPER agrees that COUNTY's Building Official may withhold the issuance of building or occupancy permits when: 1. The work or its progress may substantially and/or detrimentally affect public health and safety, or 2. The street and drainage improvements covered under this contract are not performed according to the approved plans and specifications. Nothing in this paragraph shall limit the grounds upon which the County may withhold issuance of building or occupancy permits.

9. SAFETY DEVICES. DEVELOPER shall provide and maintain such guards, watchmen, fences, barriers, regulatory signs, warning lights, and other safety devices adjacent to and on the tract site as may be necessary to prevent accidents to the public and damage to the property. DEVELOPER shall furnish, place, and maintain such lights as may be necessary for illuminating the said fences, barriers, signs, and other safety devices. At the end of all work to be performed under this contract, all fences, barriers, regulatory signs, warning lights, and other safety devices (except such safety items as may be shown on the plans and included in the items of work) shall be removed from site of the work by the DEVELOPER, and the entire site left clean and orderly.

10. ACCEPTANCE OF WORK. Upon notice of the completion of all tract work and the delivery of a set of final as-built plans to COUNTY by DEVELOPER, COUNTY, through its Director of Public Works or his designated representative, will proceed to examine the tract work without delay, and, if found to be in accordance with the aforesaid plans and specifications and this contract, will accept the work and will notify DEVELOPER or his designated agents of such acceptance.

11. WAGE RATE. DEVELOPER acknowledges that the proposed improvements may be deemed a work of public improvement subject to requirements of the California Labor Code, including payment of prevailing wage. To the fullest extent required by law, DEVELOPER, his prime contractor, and all subcontractors performing any work on a work of public improvement, as part of the proposed improvements:

a. Shall pay all workmen employed by them on said work a salary or wage at least equal to the prevailing salary or wage for the same quality of service rendered to private persons, firms or corporations under similar employment, which salary or wage shall not be less than the general prevailing rate of per diem wages for work of a similar character in the locality in which the work is performed, and not less than the general prevailing rate of per diem wages for legal holidays and overtime work, and which salary or wage shall be not less than the stipulated rates contained in a schedule thereof which has been ascertained and determined by the Director of the Department of Industrial Relations, State of California, and which is now on file with the Public Works Department and by reference incorporated herein, and made a part herein, and made a part hereof;

b. Agree and understand that eight hours labor shall constitute a day's work for any one calendar day on said work, and that no workman employed by them on the work or any part thereof shall be required or permitted to work thereupon more than eight hours in any one calendar day, and forty hours worked in excess of eight hours per day or forty hours per week at a rate not less than one and one half (1-1/2) times his basic rate of pay,

c. Shall keep an accurate record showing the names and actual hours worked of all workers employed by him on the said work, which record shall be open at all reasonable hours to the inspection of the First Party or its agents, and to the Chief of the Division of Labor Statistics and Law Enforcement of the Department of Industrial Relations, his Deputies or Agents.

12. LABOR CODE PENALTIES. DEVELOPER shall forfeit to COUNTY, as a penalty, the sum of twenty-five dollars (\$25.00): (a) for each workman on said work who is required or permitted to labor more than eight hours in any one calendar day or forty hours in any one calendar week in violation of the provisions of Article 3 of Chapter 1 of Part 7 of Division 2 of the Labor Code of the State of California; and (b) for each workman on said work employed for each calendar day, or portion thereof, who is paid less than the said stipulated rates for work done under this contract in violation of the provisions of Article 2 of Chapter 1 of Part 7 of Division 2 of the Labor Code of the State of California.

13. NON-DISCRIMINATION. DEVELOPER assures that he/she will comply with the American with Disabilities Act and Title VII of the Civil Rights Act of 1964, and that no person shall, on the grounds of race, creed, color, disability, sex, sexual orientation or national origin, age, religion, Vietnam Era Veteran's status, political affiliation, or any other non-merit factors be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Agreement.

14. PATENT RIGHTS. If any material, composition, process or any other thing as called for or required by the aforesaid plans and specifications is covered by patent rights, copyrights, or trade names, all royalties and expenses therefore, all litigation therefrom, or other things whatsoever which may develop as a cost from the use of such material, composition, process or any other thing which is covered by patent rights, copyrights, or trade names shall be borne solely by DEVELOPER.

15. ALTERATIONS IN PLANS AND SPECIFICATIONS. Any alteration or alterations made in the plans and specifications which are a part of this contract or any provision of this contract shall not operate to release any surety or sureties from liability on any bond or bonds attached hereto and made a part hereof, and consent to make such alterations is hereby given, and the sureties to said bonds hereby waive the provisions of Section 2819 of the Civil Code of the State of California.

16. No modification of or amendment to this Agreement shall be valid unless made in writing and signed by the parties hereto.

17. LIABILITY.

a. DEVELOPER agrees to defend, indemnify, and hold harmless the COUNTY, its officers, employees and agents, from any and all acts, claims, omissions, liabilities and losses by whomever asserted arising out of acts or omissions of DEVELOPER in the performance of this contract, including (but not limited to) those arising from the construction operations of DEVELOPER, except to the extent such acts, claims, omissions, liabilities and losses arise out of the sole negligence or willful misconduct of COUNTY.

b. DEVELOPER agrees to defend, indemnify, and hold harmless the COUNTY, its officer, employees and agents, from all liabilities arising from accidents to the public and/or damage to public and private property on and off the site of the work arising from the construction operations of DEVELOPER, except to the extent such acts, claims, omissions, liabilities and losses arise out of the sole negligence or willful misconduct of COUNTY.

c. Neither COUNTY nor any of its officers, employees, or agents shall be liable to DEVELOPER or his contractors or subcontractors or agents for any error or omission arising out of or in connection with any work or other obligation to be performed under this contract.

d. If any design defect in the work of improvements, which may substantially affect public health or safety, or unduly increases ongoing maintenance costs, manifests itself during the

course of construction or within one year after acceptance of the improvements, DEVELOPER shall correct the defect at his own cost and expense, and his bondsmen guarantees the same, upon order of COUNTY's Director of Public Works.

e. In the event suit is brought upon this contract by COUNTY and judgment is recovered by COUNTY, DEVELOPER shall be liable to COUNTY for court costs and for reasonable attorney's fees.

f. Any action commenced in connection with any alleged violation of this contract shall be deemed to be an action upon a contract, obligation or liability founded upon an instrument in writing, for the purpose of determining the period within which an action must be commenced. Any action hereon shall be filed in a court of competent jurisdiction within the COUNTY, as the proper place of venue, and the laws of the State of California shall govern the obligations of the parties hereto.

18. CONFLICT OF INTEREST. No officer, member, or employee of COUNTY and no member of their governing bodies shall have any pecuniary interest, direct or indirect, in this Agreement or the proceeds thereof. No employee, owner, partner, or limited partner of the DEVELOPER or any member of DEVELOPER's family, including grandparents, parents, siblings, or children, shall serve on a COUNTY board, committee, or hold any such position which either by rule, practice, or action nominates, recommends, supervises DEVELOPER's operations, or authorizes funding to DEVELOPER.

19. DRUG-FREE WORKPLACE. DEVELOPER and DEVELOPER's employees shall comply with the COUNTY's policy of maintaining a drug-free workplace. Neither DEVELOPER nor DEVELOPER's employees shall unlawfully manufacture, distribute, dispense, possess or use controlled substances, as defined in 21 U.S. Code Section 812, including marijuana, heroin, cocaine, and amphetamines at any COUNTY facility or worksite. If DEVELOPER or any employee of DEVELOPER is convicted or pleads nolo contendere to a criminal drug statute violation occurring at a COUNTY facility or worksite, the DEVELOPER within five days thereafter shall notify the head of the COUNTY department/agency for which the contract services are performed. Violation of this provision shall constitute a material breach of this Agreement.

20. CONFORMITY WITH LAW AND SAFETY. Developer shall observe and comply with all applicable laws, ordinances, codes and regulations of governmental agencies, including federal, state, municipal, and local governing bodies, having jurisdiction over the scope of services or any part hereof, including all provisions of the Occupational Safety and Health Act of 1979 and all amendments thereto, and all applicable federal, state, municipal, and local safety regulations. All services performed by Developer must be in accordance with these laws, ordinances, codes and regulations. Developer shall indemnify and save County harmless from any and all liability, fines, penalties and consequences from any noncompliance or violations of such laws, ordinances, codes and regulations.

IN WITNESS WHEREOF, the parties hereto have caused this contract to be executed by their duly authorized respective officers, by DEVELOPER this 11th day of May, 2018 and by COUNTY this 5th day of June, 2018

DEVELOPER

By 

Richard S. Dafferty
Managing Member
Proctor Road Estates Owners, LLC

By signing above, signatory warrants and represents that he/she executed this Agreement in his/her authorized capacity and that by his/her signature on this Agreement, he/she or the entity upon behalf of which he/she acted, executed this Agreement.

COUNTY OF ALAMEDA

By 

President, Board of Supervisors

WILMA CHAN

APPROVED AS TO FORM
DONNA ZIEGLER
County Counsel

By 

Print Name Donna Ziegler

ACKNOWLEDGMENT

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

State of California
County of CONTRA COSTA)

On May 11 2018 before me, VERONICA L QUALLS, NOTARY PUBLIC
(insert name and title of the officer)

personally appeared RICHARD S LAFFERTY
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

Veronica L Qualls

(Seal)



PERFORMANCE BOND

Bond No. 1156405

WHEREAS, the Board of Supervisors of the County of Alameda, State of California, and Proctor Road Estates Owners, LLC (hereinafter designated as "Principal") have entered into a contract under which Principal is to install and complete certain designated public improvements, identified as Tract No.8053, County of Alameda, State of California, which contract is hereunto annexed and made a part hereof; and

WHEREAS, said principal is required under the terms of said contract to furnish a bond for the faithful performance of said contract.

NOW, THEREFORE, we, the Principal, and Lexon Insurance Company, a corporation duly authorized to do business in the State of California, as surety are held and firmly bound unto the County of Alameda, hereinafter called ("County"), in the penal sum of **\$1,343,965.00**, 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 bonded 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 contract 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 County, 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 County 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 contract or to the work to be performed thereunder or the specifications accompanying the same shall in any way affect its obligations on this bond, and said surety does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the work or to the specifications.

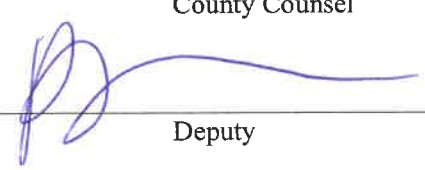
IN WITNESS WHEREOF, this instrument is executed in four counterparts, each one of which shall be deemed an original, by the principal and surety above named, this 11th day of May, 2018.

Proctor Road Estates Owners, LLC


By: 
Richard S. Lafferty, Managing Member

(SIGNATURE OF SURETY MUST BE NOTARIZED AND PROPERLY ACKNOWLEDGED)

FORM APPROVED: DONNA ZIEGLER
County Counsel

By: 
Deputy

Lexon Insurance Company

By: 
Sandra L. Fusinetti, Attorney-in-Fact

The foregoing bond was in open Board accepted and approved this _____ day of _____, 2018.

Deputy
County of Alameda, State of California

CALIFORNIA ALL- PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

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

State of Kentucky }

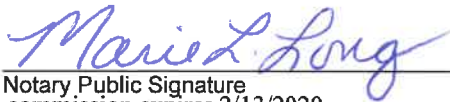
County of Jefferson }

On May 11, 2018 before me, Marie L. Long, Notary Public ,
(Here insert name and title of the officer)

personally appeared Sandra L. Fusinetti ,
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.



Notary Public Signature
commission expires 2/13/2020

(Notary Public Seal)

ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages _____ Document Date _____

CAPACITY CLAIMED BY THE SIGNER

- Individual (s)
 Corporate Officer

(Title)

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

INSTRUCTIONS FOR COMPLETING THIS FORM

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

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

POWER OF ATTORNEY

LX-325667

Lexon Insurance Company

KNOW ALL MEN BY THESE PRESENTS, that LEXON INSURANCE COMPANY, a Texas Corporation, with its principal office in Louisville, Kentucky, does hereby constitute and appoint: Brook T. Smith, Raymond M. Hundley, Jason D. Cromwell, James H. Martin, Barbara Duncan, Sandra L. Fusinetti, Mark A. Guidry, Jill Kemp, Lynnette Long, Amy Meredith, Deborah Neichter, Theresa Pickerrell, Sheryon Quinn, Beth Frymire, Leigh McCarthy, Michael Dix, Susan Ritter its true and lawful Attorney(s)-In-Fact to make, execute, seal and deliver for, and on its behalf as surety, any and all bonds, undertakings or other writings obligatory in nature of a bond.

This authority is made under and by the authority of a resolution which was passed by the Board of Directors of LEXON INSURANCE COMPANY on the 1st day of July, 2003 as follows:

Resolved, that the President of the Company is hereby authorized to appoint and empower any representative of the Company or other person or persons as Attorney-In-Fact to execute on behalf of the Company any bonds, undertakings, policies, contracts of indemnity or other writings obligatory in nature of a bond not to exceed \$5,000,000.00, Five Million dollars, which the Company might execute through its duly elected officers, and affix the seal of the Company thereto. Any said execution of such documents by an Attorney-In-Fact shall be as binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company. Any Attorney-In-Fact, so appointed, may be removed for good cause and the authority so granted may be revoked as specified in the Power of Attorney.

Resolved, that the signature of the President and the seal of the Company may be affixed by facsimile on any power of attorney granted, and the signature of the Assistant Secretary, and the seal of the Company may be affixed by facsimile to any certificate of any such power and any such power or certificate bearing such facsimile signature and seal shall be valid and binding on the Company. Any such power so executed and sealed and certificate so executed and sealed shall, with respect to any bond of undertaking to which it is attached, continue to be valid and binding on the Company.

IN WITNESS THEREOF, LEXON INSURANCE COMPANY has caused this instrument to be signed by its President, and its Corporate Seal to be affixed this 5th day of August, 2015.



LEXON INSURANCE COMPANY

BY

Signature of David E. Campbell, President

ACKNOWLEDGEMENT

On this 5th day of August, 2015, before me, personally came David E. Campbell to me known, who be duly sworn, did depose and say that he is the President of LEXON INSURANCE COMPANY, the corporation described in and which executed the above instrument; that he executed said instrument on behalf of the corporation by authority of his office under the By-laws of said corporation.



AMY TAYLOR
Notary Public- State of Tennessee
Davidson County
My Commission Expires 07-08-19

BY

Signature of Amy Taylor, Notary Public

CERTIFICATE

I, the undersigned, Assistant Secretary of LEXON INSURANCE COMPANY, A Texas Insurance Company, DO HEREBY CERTIFY that the original Power of Attorney of which the forgoing is a true and correct copy, is in full force and effect and has not been revoked and the resolutions as set forth are now in force.

Signed and Seal at Mount Juliet, Tennessee this 11th Day of May, 2018.



BY

Signature of Andrew Smith, Assistant Secretary

WARNING: Any person who knowingly and with intent to defraud any insurance company or other person, files and application for insurance of claim containing any materially false information, or conceals for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties.

ACKNOWLEDGMENT

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

State of California
County of CONTRA COSTA)

On May 11 2018 before me, VERONICA L QUALLS, NOTARY PUBLIC
(insert name and title of the officer)

personally appeared RICHARD S LAFFERTY,
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.

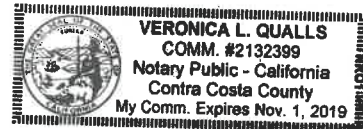
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing
paragraph is true and correct.

WITNESS my hand and official seal.

Signature

Veronica L Qualls

(Seal)



PAYMENT BOND
(Labor & Materials)

Bond No. 1156405

WHEREAS, the Board of Supervisors of the County of Alameda, State of California, and Proctor Road Estates Owners, LLC (hereinafter designated as "Principal") have entered into a contract under which Principal is to install and complete certain designated public improvements, identified as Tract No. 8053, County of Alameda, State of California, which contract is hereunto annexed and made a part hereof; and

WHEREAS, under the terms of said contract, Principal is required before entering upon the performance of the work, to file a good and sufficient payment bond with the County of Alameda to secure the claims to which reference is made in Title 15 (Commencing with Section 3082) of Part 4 of Division 3 of the Civil Code of the State of California.

NOW, THEREFORE, we, the Principal, and Lexon Insurance Company, a corporation duly authorized to do business in the State of California, as surety are held and firmly bound unto the County of Alameda and unto all contractors, subcontractors, laborers, materialmen and other persons employed in the performance of the aforesaid contract and referred to in the aforesaid Civil Code in the sum of **\$671,982.00**, for materials furnished or labor thereon of any kind, or for amounts due under the Unemployment Insurance Act with respect to such work or labor, and unto the Franchise Tax Board of the State of California, that said surety will pay the same in an amount not exceeding the amount hereinabove set forth, and also in case suit is brought upon this bond, will pay, in addition to the face amount thereof, costs and reasonable expenses and fees, including reasonable attorney's fees, incurred by said County of Alameda in successfully enforcing such obligation, to be awarded and fixed by the court, and to be taxed as costs and to be included in the judgment therein rendered.

It is hereby expressly stipulated and agreed that this bond shall inure to the benefit of any and all persons, companies and corporations entitled to file claims under Title 15 (commencing with Section 3082) of Part 4 of Division 3 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 contract 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 of addition.

IN WITNESS WHEREOF, this instrument is executed in four counterparts, each one of which shall be deemed an original, by the principal and surety above named, this 11th day of May, 2018.

Proctor Road Estates Owners, LLC

By: 
Richard S. Lafferty, Managing Member

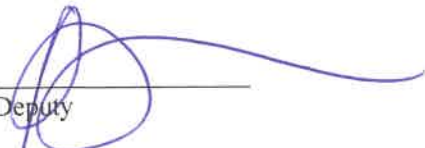
(SIGNATURE OF SURETY MUST BE
NOTARIZED AND PROPERLY
ACKNOWLEDGED)

Lexon Insurance Company

By: 
Sandra L. Fusinetti, Attorney-in-Fact

FORM APPROVED: DONNA ZIEGLER
COUNTY COUNSEL

The foregoing bond was in open Board
accepted and approved this _____ day of
_____, 2018.

By: 
Deputy

Deputy
County of Alameda, State of California

CALIFORNIA ALL- PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

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

State of Kentucky }

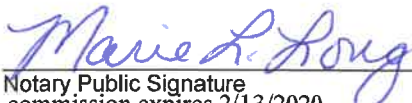
County of Jefferson }

On May 11, 2018 before me, Marie L. Long, Notary Public ,
(Here insert name and title of the officer)

personally appeared Sandra L. Fusinetti ,
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.


Notary Public Signature (Notary Public Seal)
commission expires 2/13/2020

ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages _____ Document Date _____

CAPACITY CLAIMED BY THE SIGNER

Individual (s)

Corporate Officer _____

(Title)

Partner(s)

Attorney-in-Fact

Trustee(s)

Other _____

INSTRUCTIONS FOR COMPLETING THIS FORM

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

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

POWER OF ATTORNEY

LX-325667

Lexon Insurance Company

KNOW ALL MEN BY THESE PRESENTS, that LEXON INSURANCE COMPANY, a Texas Corporation, with its principal office in Louisville, Kentucky, does hereby constitute and appoint: Brook T. Smith, Raymond M. Hundley, Jason D. Cromwell, James H. Martin, Barbara Duncan, Sandra L. Fusinetti, Mark A. Guidry, Jill Kemp, Lynnette Long, Amy Meredith, Deborah Neichter, Theresa Pickerrell, Sheryon Quinn, Beth Frymire, Leigh McCarthy, Michael Dix, Susan Ritter its true and lawful Attorney(s)-In-Fact to make, execute, seal and deliver for, and on its behalf as surety, any and all bonds, undertakings or other writings obligatory in nature of a bond.

This authority is made under and by the authority of a resolution which was passed by the Board of Directors of LEXON INSURANCE COMPANY on the 1st day of July, 2003 as follows:

Resolved, that the President of the Company is hereby authorized to appoint and empower any representative of the Company or other person or persons as Attorney-In-Fact to execute on behalf of the Company any bonds, undertakings, policies, contracts of indemnity or other writings obligatory in nature of a bond not to exceed \$5,000,000.00, Five Million dollars, which the Company might execute through its duly elected officers, and affix the seal of the Company thereto. Any said execution of such documents by an Attorney-In-Fact shall be as binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company. Any Attorney-In-Fact, so appointed, may be removed for good cause and the authority so granted may be revoked as specified in the Power of Attorney.

Resolved, that the signature of the President and the seal of the Company may be affixed by facsimile on any power of attorney granted, and the signature of the Assistant Secretary, and the seal of the Company may be affixed by facsimile to any certificate of any such power and any such power or certificate bearing such facsimile signature and seal shall be valid and binding on the Company. Any such power so executed and sealed and certificate so executed and sealed shall, with respect to any bond of undertaking to which it is attached, continue to be valid and binding on the Company.

IN WITNESS THEREOF, LEXON INSURANCE COMPANY has caused this instrument to be signed by its President, and its Corporate Seal to be affixed this 5th day of August, 2015.



LEXON INSURANCE COMPANY

BY [Signature] David E. Campbell President

ACKNOWLEDGEMENT

On this 5th day of August, 2015, before me, personally came David E. Campbell to me known, who be duly sworn, did depose and say that he is the President of LEXON INSURANCE COMPANY, the corporation described in and which executed the above instrument; that he executed said instrument on behalf of the corporation by authority of his office under the By-laws of said corporation.



AMY TAYLOR Notary Public- State of Tennessee Davidson County Mv Commission Expires 07-08-19

BY [Signature] Amy Taylor Notary Public

CERTIFICATE

I, the undersigned, Assistant Secretary of LEXON INSURANCE COMPANY, A Texas Insurance Company, DO HEREBY CERTIFY that the original Power of Attorney of which the forgoing is a true and correct copy, is in full force and effect and has not been revoked and the resolutions as set forth are now in force.

Signed and Seal at Mount Juliet, Tennessee this 11th Day of May, 2018.



BY [Signature] Andrew Smith Assistant Secretary

WARNING: Any person who knowingly and with intent to defraud any insurance company or other person, files and application for insurance of claim containing any materially false information, or conceals for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties.

ACKNOWLEDGMENT

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

State of California
County of CONTRA COSTA)

On May 11 2018 before me, VERONICA L QUALLS, NOTARY PUBLIC
(insert name and title of the officer)

personally appeared RICHARD S LAFFERTY
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 Veronica L Qualls (Seal)

