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RECORDED AT THE REQUEST OF:
AFTER RECORDING, RETURN TO:

CITY of San Ramon
CITY Clerk
7000 Bollinger Canyon Road
San Ramon, CA 94583
Attention: Renee Beck, CITY Clerk

CONTRA COSTA Co Recorder Office
 JOSEPH CANCIAMILLA, Clerk - Recorder
DOC - 2018 - 0022898 - 00
 Check Number 20081
 Tuesday, FEB 13, 2018 14:08:34
 FRE \$0.00
 Ttl Pd \$0.00 Nbr-0003143743
 AAR / R8 / 1-20



**SUBDIVISION IMPROVEMENT AGREEMENT
 THE PRESERVE
 ALSO KNOWN AS "THE FARIA PRESERVE"
 PHASE 3 - SUBDIVISION 9456**

THIS AGREEMENT is made and entered into this 30 day of January 2018, by and between Faria Preserve, LLC, a Delaware Limited Liability Company, hereinafter referred to as "DEVELOPER," and the City of San Ramon, a Municipal Corporation, hereinafter referred to as "CITY."

WHEREAS, DEVELOPER proposes to construct various improvements in an area known and referred to as VESTING TENTATIVE MAP - THE FARIA PRESERVE - SUBDIVISION 9342, including those improvements applicable to SUBDIVISION 9342 as described as THE FARIA PRESERVE development plans, Environmental Impact Report, and Vesting Tentative Map including all Project Conditions of Approval and Mitigation Measures approved by the CITY Council by Resolution No. 2014-093 on May 6, 2014, collectively referred to as the FARIA PRESERVE PROJECT; and

WHEREAS, DEVELOPER proposes to construct the FARIA PRESERVE PROJECT in phases as shown on the "Exhibit A1 - MASTER PHASING DEVELOPMENT PLAN"; and

WHEREAS, DEVELOPER has filed the Final Map SUBDIVISION 9342 and has recorded the Subdivision Improvement Agreement for SUBDIVISION 9342; and

WHEREAS, DEVELOPER has filed the Final Map for SUBDIVISION 9443, and has recorded the Subdivision Improvement Agreement for SUBDIVISION 9443; and

WHEREAS, DEVELOPER has filed the Final Map for SUBDIVISION 9457, and has recorded the Subdivision Improvement Agreement for SUBDIVISION 9457; and

WHEREAS, DEVELOPER has filed the Final Map for SUBDIVISION 9455, and has recorded the Subdivision Improvement Agreement for SUBDIVISION 9455; and

WHEREAS, DEVELOPER now proposes to begin construction and file the SUBDIVISION 9456 Final Map for condominium purposes to construct 182 residential units on 21 condominium Lots for the PHASE 3 IMPROVEMENTS; and

WHEREAS, this Subdivision Improvement Agreement “AGREEMENT” is required under Section C5-167 “Subdivision Improvement Agreements,” and Government Code Section 66462 of the Subdivision Map Act because DEVELOPER has requested approval of the PHASE 3 IMPROVEMENTS SUBDIVISION 9456, hereinafter referred to as “PHASE 3 IMPROVEMENTS,” prior to the construction and completion of its Proposed Improvements associated with the PHASE 3 IMPROVEMENTS; and

WHEREAS, CITY desires to assure that all of the Proposed Improvements to be constructed by DEVELOPER under this AGREEMENT that are “improvements” as defined in the Subdivision Map Act, Government Code Section 66419 (i.e., site-only improvements, not buildings) (as the “Proposed Improvements” are further defined below) will be done in a good and workmanlike manner, in accordance with the CITY approval of the FARIA PRESERVE PROJECT and Development Agreement executed on February 23, 2007, as amended from time to time, and in accordance with the laws now in force and effect in CITY; and

WHEREAS, all of the Conditions of Approval and Mitigation Measures for Vesting Tentative Map Subdivision 9342 are incorporated herein by reference and continue to apply; and

WHEREAS, the Proposed Improvements also referred to herein as the “PHASE 3 IMPROVEMENTS” referred to herein, and for the purpose of this AGREEMENT, shall refer to the construction of improvements and completion of tasks described in “Exhibit A2- PHASE 3 IMPROVEMENTS SUBDIVISION 9456”; and

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

1. That DEVELOPER will construct PHASE 3 IMPROVEMENTS in accordance with the terms and conditions of this AGREEMENT.
2. That DEVELOPER hereby warrants that construction of the PHASE 3 IMPROVEMENTS according to the approved plans and specifications submitted by DEVELOPER as described in “Exhibit A2 –PHASE 3 IMPROVEMENTS SUBDIVISION 9456,” which are now on file in the Office of the City Engineer, except for the plans as noted that are still being reviewed and not yet approved as noted in Exhibit A2, will not materially and adversely affect any portion of adjacent properties after completion.
3. That DEVELOPER shall construct said PHASE 3 IMPROVEMENTS in said areas in accordance with said plans and specifications and complete the same within two-years following the date of recordation of the Final Map for SUBDIVISION 9456, subject to Force Majeure (as defined below).
4. That DEVELOPER reserves the right to modify said plans and specifications as the development progresses should unforeseen conditions occur provided written approval is first obtained from the City Engineer. CITY reserves the right to make reasonable modifications as determined by the City Engineer, to the plans and specifications whenever field conditions and/or public safety require such modifications. DEVELOPER shall pay CITY for checking and inspection costs resulting from said modifications.

5. That DEVELOPER shall pay to CITY the plan checking fee, based upon CITY's fee schedule, upon submittal of plans. DEVELOPER shall pay to CITY the inspection fee, based upon CITY's fee schedule, prior to CITY issuance of a Permit for the work shown on the plans.

6. That DEVELOPER shall defend, indemnify, and hold CITY, its officers and employees harmless from any and all actions or causes of action filed by any third party claiming damage caused by development of said SUBDIVISION 9456 for injury to persons (including death) or property damage in connection with the design and/or construction of the PHASE 3 IMPROVEMENTS by DEVELOPER or its contractors, except to the extent arising from the negligence or willful misconduct of the CITY, its officers, employees, contractors or agents. DEVELOPER shall pay any and all reasonable attorney's fees that CITY may incur because of any such actions or causes of actions.

7. That prior to SUBDIVISION 9456 Final Map approval, DEVELOPER shall obtain a policy of comprehensive, broad form, general liability, and automobile insurance against claims and liabilities for personal injury, death, or property damage, providing protection in the amount of at least \$1 million for bodily injury or death to any one person for any one accident or occurrence and \$1 million for property damage. This policy shall name, by endorsement, CITY, its officers, employees, and agents as additional insureds. The policy shall be issued by an insurer admitted to do business in the State of California or an insurer listed on the State of California's List of Approved Surplus Lines Insurers carriers and which has met the standards set forth in California Insurance Code Section 1765.2, and shall be maintained in full force and effect throughout the term of this AGREEMENT. Moreover, the policy shall meet the following requirements as determined by the City Attorney and/or contain language to the effect that:

- a. The insurer waives the right of subrogation against CITY and CITY'S officers, employees, and agents;
- b. The insurance shall be primary, non-contributing, and any other insurance program or coverage in which CITY, its officers, employees, and agents participate shall be excess over the insurance required under this AGREEMENT;
- c. The policy shall not be cancelled without thirty (30) days' prior notice from the insurance provider to CITY; and
- d. DEVELOPER shall provide CITY with current certificates evidencing the existence of such coverage throughout the term of this AGREEMENT.

8. That the construction of the EXHIBIT A2 PHASE 3 IMPROVEMENTS shall be subject to the inspection and approval of the City Engineer. CITY approval of any part or staging of said PHASE 3 IMPROVEMENTS ("CITY APPROVAL") shall not be final until the written notice of final approval by CITY shall have been delivered to the DEVELOPER, which CITY will deliver to DEVELOPER promptly after approval by the City Engineer. For avoidance of doubt, CITY APPROVAL for all of the Exhibit A2 PHASE 3 IMPROVEMENTS shall constitute CITY's acceptance of the Offer of Dedication of the applicable PHASE 3 IMPROVEMENTS made by DEVELOPER pursuant to the SUBDIVISION 9456 Final Map, subject to the warranty period as described in Section 9, and bonds as described in Sections 11, 12, and 13.

9. That DEVELOPER shall repair any defects or failures, and their causes, which appear in any PHASE 3 IMPROVEMENTS and which CITY notifies DEVELOPER in writing within a period of one (1) year from the date of CITY APPROVAL of said PHASE 3 IMPROVEMENTS (the "WARRANTY PERIOD"). DEVELOPER shall contact the City Engineer 30 days prior to the end of the WARRANTY PERIOD to request that the warranted improvements be inspected and that a punch list be prepared of any outstanding defects or failures. DEVELOPER shall correct any such punch list

defects or failures prior to the termination of the WARRANTY PERIOD, and WARRANTY PERIOD shall be extended as needed until all such defects or failures are completed to the satisfaction of the City Engineer.

10. That should DEVELOPER fail to construct any material portion (as determined by the City Engineer) of said PHASE 3 IMPROVEMENTS within any applicable time or times specified in Section 3, and such failure continues for more than 30 days following written notice of such failure from CITY to DEVELOPER (or, if such failure cannot reasonably be cured during such 30-day period, DEVELOPER fails to commence curing such failure with such 30-day period and diligently prosecute the cure to completion), CITY may, at its option:

- a. Grant an extension of time in accordance with the requirements of CITY; or
- b. Cause the improvements to be completed and recover all costs therefor and related thereto from DEVELOPER and/or the bonding company or from any other surety posted for said improvements; or
- c. Initiate a reversion to acreage in accordance with Section 66499.11 of the Government Code (State Subdivision Map Act); or
- d. Withhold occupancy and/or Building Permits until CITY APPROVAL of improvements.

BONDS AND INSURANCE

11. CITY acknowledges that DEVELOPER has deposited with CITY satisfactory corporate surety bonds admitted to do business in the State of California as indicated below to secure faithful performance for CITY APPROVAL of the PHASE 3 IMPROVEMENTS. The amount of such performance bonds, as well as the work insured by such bonds, covers one hundred percent (100%) of the estimate of such work, all as more particularly described in Exhibit B.

All additions, alterations, or modifications to this AGREEMENT or the plans and specifications referred to herein, including any extension of time within which the work hereunder may be completed, shall not release or exonerate any surety or sureties on the bonds given in connection with this AGREEMENT. Within 30 days after CITY APPROVAL of the applicable work insured by any performance bonds, CITY will reduce the such performance bonds as to such work to an amount equal to 15% of the original value of such bonds or to an amount sufficient to cover the cost of any outstanding incomplete work whichever amount is greater, and will fully release such bonds within 30 days after the expiration of the WARRANTY PERIOD, as described in above Section 9, applicable to such work.

12. That, in addition to the above performance bonds, DEVELOPER shall provide bonds for labor and materials for the PHASE 3 IMPROVEMENTS. The amount of such bonds, as well as the work secured by such bonds, covers fifty percent (50%) of the estimate of such work, all as more particularly described in Exhibit B. Within 30 days after CITY APPROVAL of the applicable work insured by any bonds, and after DEVELOPER has provided evidence satisfactory to the City Engineer that all contractors, material suppliers, and laborers have been paid, CITY will release such labor and materials bonds.

13. [Reserved]

DRAINAGE AGREEMENT

14. DEVELOPER shall enter into a Drainage Agreement with the CITY prior to the sale of the first lot within Subdivision 9456 accepting responsibility in perpetuity for the Subdivision 9456 Private Storm Drain to accept concentrated runoff from the adjacent GHAD (as described in Section 21 of this AGREEMENT) Parcels and CITY properties, along with responsibility for construction and maintenance in perpetuity of a private storm drainage system to convey the runoff (including concentrated runoff) to the public storm drainage system. This Drainage Agreement shall be recorded and shall run with the land to be owned by the homeowner's association. It is anticipated that the DEVELOPER's responsibility under this Drainage Agreement will be transferred to the future homeowner's association.

15. [Reserved]

16. [Reserved]

17. [Reserved]

CREEK STUDY FEE

18. DEVELOPER is not required to pay the Creek Study Fee for this Project because creek studies were provided by DEVELOPER as part of the FARIA PRESERVE PROJECT review and approval process.

DRAINAGE MITIGATION FEES AND CREDITS

19. DEVELOPER agrees to pay Drainage Mitigation Fees pursuant to the FARIA PRESERVE PROJECT Condition of Approval #193. CITY will credit the FARIA PRESERVE PROJECT Drainage Mitigation Fee account in the total amount of \$200,000 for all phases per the Subdivision Improvement Agreement for SUBDIVISION 9342 to compensate for DEVELOPER's construction of storm drainage system improvements along Purdue Road between Omega Road and San Ramon Valley Boulevard.

20. Reserved

GEOLOGIC HAZARD ABATEMENT DISTRICT

21. DEVELOPER shall complete the process to create a new Geologic Hazard Abatement District to serve the FARIA PRESERVE PROJECT, tentatively named the "Northwest San Ramon Geologic Hazard Abatement District (GHAD)" for the purpose of this AGREEMENT within two (2) years from the recording date of the Final Map for SUBDIVISION 9456, or prior to any sale or transfer of any lots or parcels within SUBDIVISION 9456 to residential home buyers, whichever occurs first.

22. Certain parcels are shown on the subdivision 9342 final map or will be shown on subsequent phased final maps for conveyance to the GHAD. Until the time the first of those parcels is conveyed to the GHAD and the responsibility to perform all GHAD activities with respect to the conveyed property is thereby transferred to the GHAD, DEVELOPER shall perform all GHAD duties and maintain the GHAD area until a GHAD reserve fund of no less than \$1,000,000 is established. Additionally, a minimum of 320 residential units shall be subject to the levy of the assessment at the time of transfer. Funds collected from the levy of assessments during the period that the developer is responsible for performing monitoring and maintenance activities shall be applied to meet the required GHAD reserve

amount. In addition, receivables from the Contra Costa County Tax Collector shall be included to meet the minimum reserve amount. Developer shall provide a surety bond to the GHAD in the amount of \$1,000,000 for the purpose of performing GHAD activities until the reserve fund has accumulated \$1,000,000.

MISCELLANEOUS

23. This AGREEMENT may be terminated in whole or in part upon a reversion to acreage of the subdivision or portions thereof.

24. Time is of the essence and that the obligations herein undertaken shall be binding upon the heirs, executor's administrators, successors, and assigns of the parties hereto.

25. If any legal action of other proceeding is brought for enforcement of this AGREEMENT, or because of an alleged dispute, breach, default, or misrepresentation in connection with any of the provisions of this AGREEMENT, the prevailing party shall be entitled to recover reasonable attorney's fees and other costs incurred in that action of proceeding, in addition to any other relief to which it may be entitled.

26. Each party to this AGREEMENT shall cooperate fully in the execution of any and all other reasonable documents, as determined by the City Attorney, and in the completion of any additional reasonable actions, as determined by the City Attorney, that may be necessary or appropriate to give full force and effect to the terms and intent of this AGREEMENT. The parties shall act in good faith toward each other and shall act in a fair, diligent, expeditious and reasonable manner, and no party shall take any action that will prohibit, impair, or impede the other party's exercise of enjoyment of its rights and obligations secured through this AGREEMENT.

27. This AGREEMENT shall be governed by the laws of the State of California and interpreted under the laws of the State of California.

28. If a court of competent jurisdiction holds any provisions of this AGREEMENT to be illegal, unenforceable, or invalid in whole or in part for any reason, the validity and enforceability of the remaining provisions, or portions of them, will not be affected.

29. If mutually agreeable by both parties, the City Manager has the right to amend or modify this AGREEMENT.

30. Binding on Successors. The terms, covenants, and conditions of this AGREEMENT shall apply to, and shall bind the heirs, successors, executors, administrators, assigns, and subcontractors of the parties. In the event DEVELOPER assigns this AGREEMENT to a subsequent owner of all or a portion of the FARIA PRESERVE PROJECT, DEVELOPER shall thereafter be released of its obligations arising after such assignment to the extent such subsequent owner (i) provides (to the satisfaction of the City Engineer) substitute bonds, insurance, and Permit applications (it being agreed that CITY shall release DEVELOPER's bonds within 30 days after such substitute bonds are provided by the subsequent

owner), and (ii) assumes in writing DEVELOPER's obligations under this Agreement. DEVELOPER is aware that CITY and other public agency Permits may not be transferable to the subsequent owner.

31. Neither party shall be held responsible or liable for an inability to fulfill any obligation under this AGREEMENT by reason of an act of God, natural disaster, accident, breakage or failure of equipment, strikes, lockouts or other labor disturbances, or disputes of any character, interruption of services by suppliers thereof, unavailability of materials or labor, rationing or restrictions on the use of utilities or public transportation whether due to energy shortages or other causes, war, civil disturbance, riot, litigation or other legal action by a third party arising out of or relating to this AGREEMENT, the FARIA PRESERVE PROJECT or the Faria Property, or by any other occurrence that is beyond the control of that party ("Force Majeure"). Any party relying on a Force Majeure to excuse non-performance of an obligation under this AGREEMENT shall give the other party reasonable notice thereof and the parties shall use their best efforts to minimize potential adverse effects from such Force Majeure, including, without limitation, subcontracting the obligations of the party claiming such Force Majeure to a third party.

32. All notices, demands and correspondence required or provided for under this Agreement shall be in writing and delivered in person or sent by certified mail, post prepaid, or other reputable delivery service, to the parties at the following addresses (or to such other address as the parties may from time to time designate in writing):

City of San Ramon
7000 Bollinger Canyon Road
San Ramon, CA 94583
Attention: Joseph S. Gorton, City Manager

Faria Preserve, LLC
c/o CalAtlantic Group, Inc.
4750 Willow Road, Suite 150
Pleasanton, CA 94588
Attention: Division President

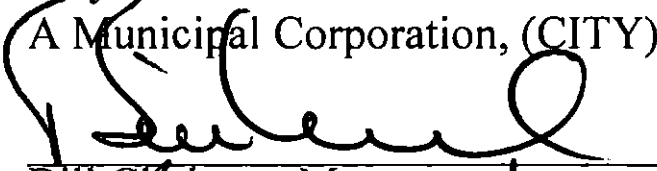
33. Upon DEVELOPER's full performance of the obligations under this AGREEMENT, CITY will record a document evidencing that the AGREEMENT has been fully satisfied.

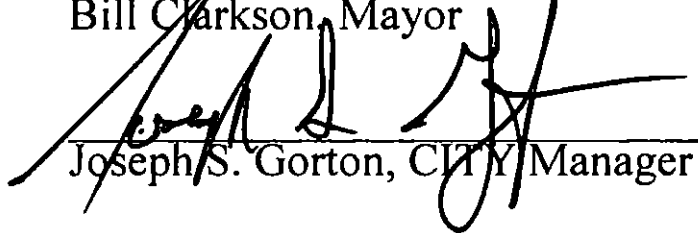
*****SIGNATURES ON NEXT PAGE*****

SIGNATURE PAGE

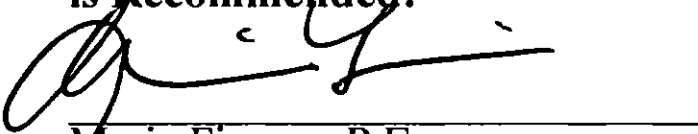
IN WITNESS WHEREOF the parties have executed this AGREEMENT on the dates indicated below, the latest of which shall be deemed the effective date of this AGREEMENT.

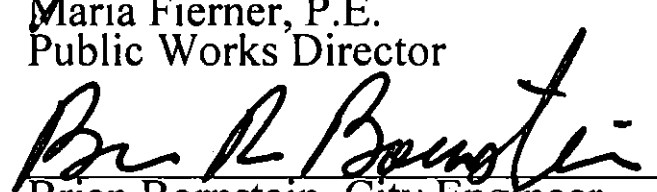
City of San Ramon
A Municipal Corporation, (CITY)


Bill Clarkson, Mayor 1/29/18
Date

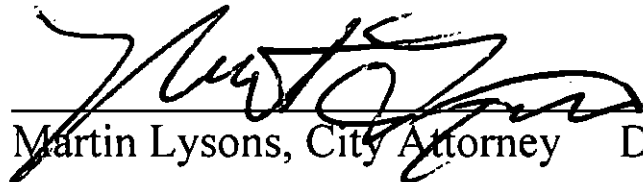

Joseph S. Gorton, CITY Manager 1/29/18
Date

**The Foregoing Agreement Has
Been Reviewed and Approval
is Recommended:**


Maria Fierner, P.E.
Public Works Director 1/16/18
Date


Brian Bornstein, City Engineer 1-12-18
Date

APPROVAL AS TO FORM:


Martin Lysons, City Attorney 01/18/18
Date

ATTEST:


Renee Beck, City Clerk 1/30/18
Date

DEVELOPER:

FARIA PRESERVE, LLC,
a Delaware limited liability company

By: CalAtlantic Group, Inc.,
a Delaware corporation
Its Managing Member

By: Kathryn Watt Date: 2 JAN 2018
Name: KATHRYN WATT
Title: OPERATIONAL V.P.
ITS AUTHORIZED REPRESENTATIVE

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

STATE OF CALIFORNIA

COUNTY OF Alameda

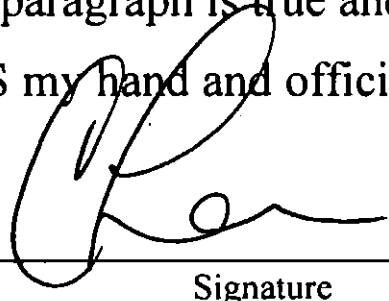
On January 2, 2018, before me, C. Leon, Notary Public
(here insert name and title of the officer)

personally appeared Kathryn Watt,

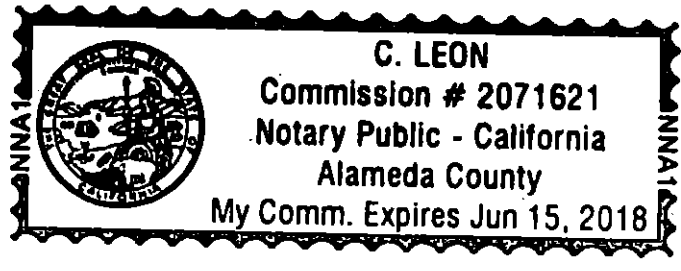
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s),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



(SEAL)

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

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

State of California)
County of Contra Costa)

On January 29, 2018 before me, Jocelyn Kwong, Notary Public,
Date Here Insert Name and Title of the Officer

personally appeared Bill Clarkson
Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.



Signature Jocelyn Kwong
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

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

Description of Attached Document

Title or Type of Document: Subdivision Improvement Agreement - The Presene Phase 3 Subd.
Document Date: _____ Number of Pages: 9456

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____
 Corporate Officer — Title(s): _____
 Partner — Limited General
 Individual Attorney in Fact
 Trustee Guardian or Conservator
 Other: _____
Signer Is Representing: _____

Signer's Name: _____
 Corporate Officer — Title(s): _____
 Partner — Limited General
 Individual Attorney in Fact
 Trustee Guardian or Conservator
 Other: _____
Signer Is Representing: _____

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

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

State of California)
County of Contra Costa)
On January 29, 2018 before me, Jocelyn Kwong, Notary Public,
Date Here Insert Name and Title of the Officer
personally appeared Joseph S Gorton
Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.



Signature Jocelyn Kwong
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

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

Description of Attached Document

Title or Type of Document: Subdivision Improvement Agreement - The Preserve Phase 3
Document Date: _____ Number of Pages: Subd. 9456
Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____
 Corporate Officer — Title(s): _____
 Partner — Limited General
 Individual Attorney in Fact
 Trustee Guardian or Conservator
 Other: _____
Signer Is Representing: _____

Signer's Name: _____
 Corporate Officer — Title(s): _____
 Partner — Limited General
 Individual Attorney in Fact
 Trustee Guardian or Conservator
 Other: _____
Signer Is Representing: _____

**Exhibit A1 – MASTER PHASING DEVELOPMENT PLAN
THE FARIA PRESERVE SUBDIVISION 9342**

RESIDENTIAL LOT SUMMARY

NEIGHBORHOOD	PROPOSED LANE USE	PHASE I	PHASE II	PHASE III	PHASE IV	TOTAL	MINIMUM LOT SIZE
I	SINGLE FAMILY	28	25	171	171	395	56,100'
II	COURTYARD, SINGLE FAMILY	71	71	71	71	284	48,720'
III	CONDOMINIUMS - 2-STORY FLATS	25	38	61	61	185	72,480'
IV	CONDOMINIUMS - 3-STORY FLATS	0	0	0	0	0	1-3 STORY FLATS
							328 UNITS

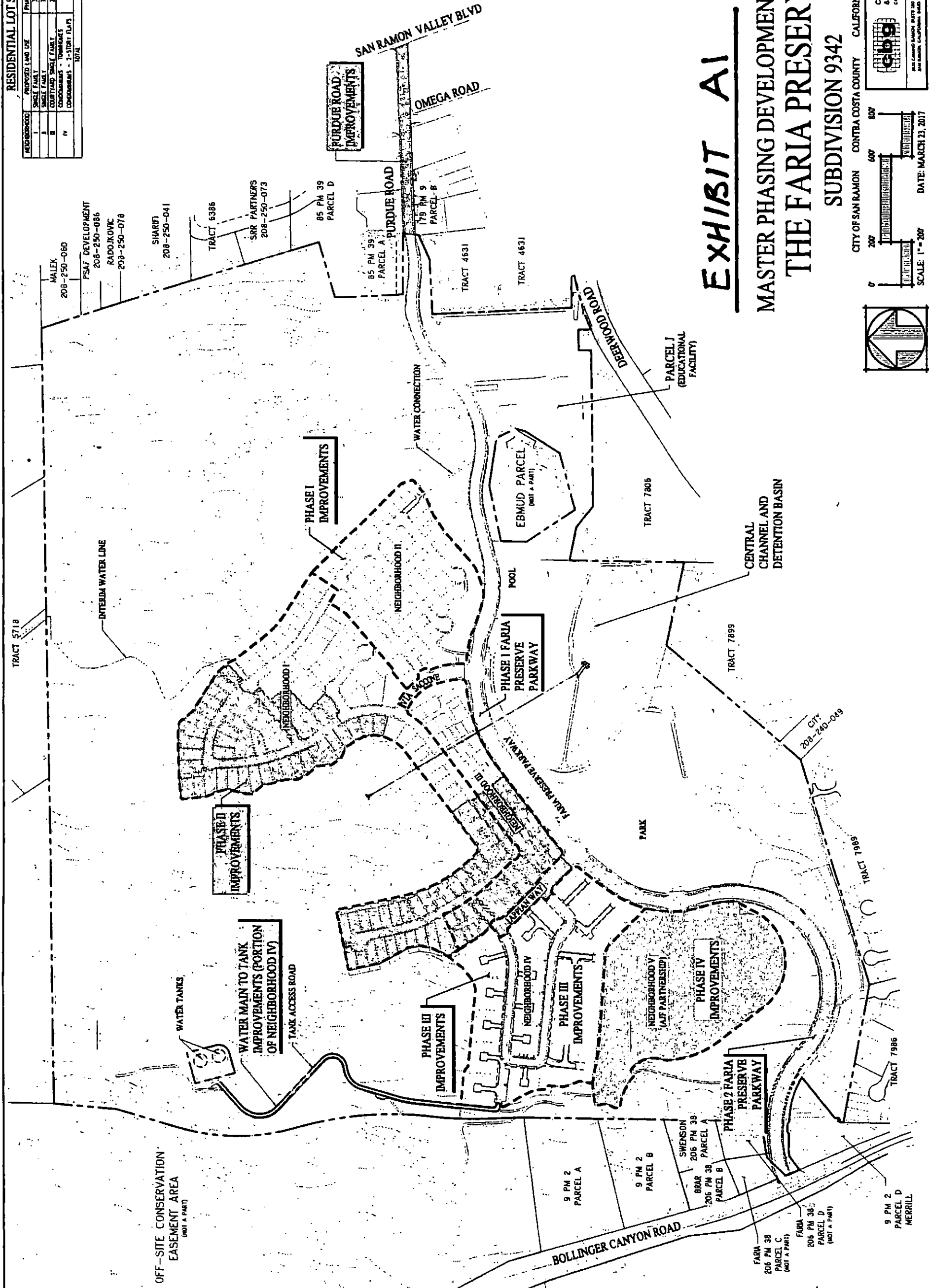
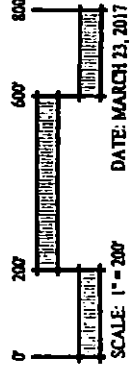
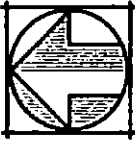


EXHIBIT A1

**MASTER PHASING DEVELOPMENT PLAN
THE FARIA PRESERVE
SUBDIVISION 9342**

CITY OF SAN RAMON CONTRA COSTA COUNTY CALIFORNIA



DATE: MARCH 23, 2017

CLP
 City of San Ramon
 Planning Department
 1000 San Ramon Valley Blvd
 San Ramon, CA 94583
 (925) 392-5277
 www.cityofsanramon.com

Carlson, Barbee & Carlson, Inc.
 CIVIL ENGINEERS, ARCHITECTS, PLANNERS

OFF-SITE CONSERVATION EASEMENT AREA (NOT A PART)

WATER TANKS
 WATER MAIN TO TANK IMPROVEMENTS (PORTION OF NEIGHBORHOOD IV)
 TANK ACCESS ROAD

PHASE I IMPROVEMENTS

PHASE II IMPROVEMENTS

PHASE III IMPROVEMENTS

PHASE IV IMPROVEMENTS

PHASE I FARIA PRESERVE PARKWAY

PHASE 2 FARIA PRESERVE PARKWAY

PURDUE ROAD IMPROVEMENTS

PARCEL J (EDUCATIONAL FACILITY)

CENTRAL CHANNEL AND DETENTION BASIN

BOLLINGER CANYON ROAD

SAN RAMON VALLEY BLVD

OMEGA ROAD

PURDUE ROAD

DEERWOOD ROAD

WATER CONNECTION

NEIGHBORHOOD II

EBMUD PARCEL (NOT A PART)

TRACT 7805

TRACT 7899

CITY 208-240-049

TRACT 7989

TRACT 7986

9 PM 2 PARCEL A

9 PM 2 PARCEL B

SWENSON 206 PM 38 PARCEL A

90AR 206 PM 38 PARCEL B

FARIA 206 PM 38 PARCEL C (NOT A PART)

FARIA 206 PM 38 PARCEL D (NOT A PART)

9 PM 2 MERRILL

EXHIBIT A2 – PHASE 3 IMPROVEMENTS SUBDIVISION 9456

PHASE 3 IMPROVEMENTS - consists of the recordation of the Final Map for SUBDIVISION 9456, along with construction of improvements per the following CITY-approved plans (except where the plans have not been CITY-approved as noted):

1. Phase III – Neighborhood IV Improvement Plans associated with the Phase 3 Improvements for the SUBDIVISION 9456 area (not CITY approved)
2. In-tract Retaining Wall Plans associated with lots within the Phase 3 Improvements SUBDIVISION 9456 area
3. Joint Trench and Street Light Plans associated with the Phase 3 Improvements SUBDIVISION 9456 area (not CITY approved)
4. Construction of the access road, Almeria Way, from Faria Preserve Parkway to the private streets and lots of SUBD 9456.
5. Construction per the Purdue Road and the Faria Preserve Parkway Phase 1 Improvement Plans, associated Joint Trench and Street Light Plans, and associated Landscape & Irrigation Plans (not City approved).
6. Construction per the Faria Preserve Parkway Phase 2 Improvement Plans and the Bollinger Canyon Road Improvement Plans, including the associated Joint Trench Plans, and Street Light Plans (not City approved), and associated Landscape & Irrigation Plans (not city approved)
7. EBMUD waterline improvements within SUBDIVISION 9456
8. EBMUD waterline extension improvements within Almeria Way to SUBD 9456.
9. EBMUD construction of the Twin Tanks Site Improvements, and the New Pumping Station Improvements at the Existing San Ramon Reservoir Site.
10. EBMUD waterline construction from the Pump Station to the Twin Tanks site, including the EBMUD access road.
11. EBMUD waterline improvements along the Faria Preserve Parkway Phase I along with the Purdue Road Improvements extending from SRVB to the Pump Station
12. Central Contra Costa Sanitary District (CCCSD) sanitary sewer facilities associated with the Phase 3 Improvements SUBDIVISION 9456 area (CCCSD Job No. 6643) (to be approved by CCCSD).
13. CCCSD sanitary sewer facilities associated with Faria Preserve Parkway Phase I and Purdue Road Improvement Plans.

Prior to issuance of a Residential Building Permit within Subdivision 9456 (except for the models), the following items shall be completed:

1. DEVELOPER shall complete the Central Channel Storm Drain Improvement Plans construction prior to June 30, 2018. Outflow from the Central Channel to the existing 42" storm drain pipe shall not exceed pre-project outflow conditions. DEVELOPER shall provide calculations acceptable to the City Engineer that verify compliance with this condition prior to issuance of the first residential building permit (including for the models).
2. DEVELOPER shall complete the final geotechnical investigation(s) to the satisfaction of the CITY Engineer, per VTM COA#81, prior to City issuance of the first residential building permit (including the models).
3. DEVELOPER shall contribute \$500,000.00 to the City's open space fund prior to issuance of the 100th housing unit per VTM COA#235.
4. DEVELOPER shall complete improvement plans for the Park, to the satisfaction of the CITY Engineer, per VTM COA #87, prior to issuance of the 200th residential building permit.
5. DEVELOPER shall complete improvement plans for the Rose Garden, to the satisfaction of the City Engineer, per VTM COA #87, prior to issuance of the 200th residential building permit.
6. DEVELOPER shall have significant construction completed of the Park and Rose Garden improvements, to the satisfaction of the City Engineer, per VTM COA #195, prior to issuance of the 300th residential building permit
7. DEVELOPER shall contribute \$500,000.00 to the City's open space fund prior to issuance of the 300th housing unit per VTM COA#235.
8. DEVELOPER shall pay DRAINAGE MITIGATION FEES in accordance with the City Fees Schedule.
9. Prior to issuance of a residential building permit (including for models) for construction Lots 269, 270, 274, 275, 276, or 277 construction shall be completed of the Phase IV retaining wall along the contiguous Neighborhood V property line, or as otherwise approved by the City Engineer.

Prior to the sale of the first lot within Subdivision 9456, the following items shall be completed:

1. DEVELOPER shall establish the homeowners association and create the Covenants, Conditions and Restrictions (CC&Rs) to the satisfaction of the CITY, per VTM COA#69. The CC&Rs shall provide for shared maintenance cost for the flag lots where adjacent lots have a private access and utility easement (e.g., Lots 57 and 58).
2. DEVELOPER shall prepare and record a "Blanket Deed Restriction" in favor of the Homeowners Association as required by VTM COA#72, to the satisfaction of the City Engineer.
3. DEVELOPER shall provide all necessary easements to the satisfaction of the City Engineer, per VTM COA#75.
4. DEVELOPER shall provide a General Maintenance Agreement to the satisfaction of the City Engineer, per VTM COA#76.
5. DEVELOPER shall provide an Ownership and Maintenance Agreement as required by VTM COA#77 to the satisfaction of the City Engineer.
6. DEVELOPER shall provide Site Visibility Easements as required by VTM COA#78 to the satisfaction of the City Engineer.
7. DEVELOPER shall complete the Stormwater Control Plan, including a maintenance plan detailing long term operations and management of the facilities as required by VTM COA#80, to the satisfaction of the City Engineer.
8. DEVELOPER shall cooperate with the CITY for the establishment of a Geologic Hazard Abatement District (as described in Section 21 of this AGREEMENT) and all related items as required by VTM COA#82 to the satisfaction of the District Engineer, including the annexation of the SUBDIVISION 9456 lots into the GHAD, along with coordination as needed to satisfy all conditions required for GHAD acceptance.
9. DEVELOPER shall provide CITY with recordable instruments and comply with all other related items as required by VTM COA#83, to the satisfaction of the City Engineer.
10. DEVELOPER shall execute a Drainage Agreement with the CITY to allow runoff (including concentrated runoff) from GHAD and or CITY property to drain to and to be conveyed through the FARIA PRESERVE PROJECT private storm drainage system to the public storm drainage system.
11. DEVELOPER agrees to accept responsibility for the maintenance of the private storm drainage system related to the conveyance of said GHAD and or CITY runoff (at no cost to the CITY or GHAD) to the public storm drainage system as described in Section 14 of this AGREEMENT.
12. DEVELOPER shall have a fully executed Affordable Housing Agreement with CITY as required by VTM COA#182 prior to the sale of the first lot within Subdivision 9456.

Prior to the first residential occupancy of a unit within Subdivision 9456 (not including use of models for sales, etc.), the following items shall be completed:

1. Purdue Road street and utility improvements construction, excluding landscape and irrigation.
2. Faria Preserve Parkway Phase 1 street and utility improvements, excluding landscape and irrigation.
3. Phase 3 neighborhood street Via Vicenza and utility improvements construction therein, excluding landscape and irrigation, and as follows:

For Hillcrest units (Lots 257-266)

The street and utility construction of a private drive aisle providing sole access to that lot shall be complete prior to occupancies of units within that lot.

In addition, Parcel B shall be complete for occupancy of units in Lots 260 and 261; Parcel F shall be complete for occupancy of units in Lot 266.

For Ridgeview units (Lots 267-277):

The street and utility construction of a private drive aisle providing sole access to that lot shall be complete prior to occupancies of units within that lot.

In addition, Parcel C shall be complete for occupancy of units in Lots 274; Parcel E shall be complete for occupancy of units in Lot 270; and Parcel F shall be complete for occupancy of units in Lot 267.

4. Construction of the EBMUD Interim Water Line from the Apollo reservoir, per EBMUD.
5. The EBMUD construction of the Twin Tanks Improvements shall be completed prior to CITY issuance of the FARIA PRESERVE DEVELOPMENT 136th dwelling unit equivalent residential building permit.
6. Repair the existing 42" Reinforced Concrete Pipe downstream of Central Channel Basin outfall located within the "CA Sunridge" Development to the satisfaction of the City Engineer.
7. DEVELOPER shall substantially complete construction, as determined by the City Engineer, of the access road Almeria Way to provide access to the Subdivision 9456 Lots. (Not City approved).
8. DEVELOPER shall substantially complete construction, as determined by the City Engineer, per the Purdue Road and the Faria Preserve Parkway Phase 1 Improvement Plans. Street right-of-way for Faria Preserve Parkway from Parcel C of Parcel Map 206 PM 36 (as indicated on the SUBDIVISION 9342 Final Map) shall be offered for dedication to the City.
9. DEVELOPER shall submit for CITY review and approval a Stormwater BMP Operation and Maintenance Plan per VTM COA#226 prior to the first issuance of a Certificate of Occupancy.
10. DEVELOPER shall complete the Faria Preserve Parkway Phase II Improvement Plans construction prior to occupancy of the 150th FARIA PRESERVE DEVELOPMENT unit.
11. DEVELOPER shall complete construction of the Bollinger Canyon Road frontage improvements (i.e., extending from the City Limit Line to the southerly project boundary) prior to occupancy of the 150th FARIA PRESERVE DEVELOPMENT unit

Prior to Subdivision 9456 CITY APPROVAL (as defined in Section 8 of this AGREEMENT) and release of bonds, the following items shall be completed:

1. DEVELOPER shall convey Parcel N of SUBDIVISION 9342 to the HOA
2. Developer shall abandon, if applicable, easements as required by VTM COA#84, to the satisfaction of the City Engineer.
3. Developer shall dedicate a 20' wide public trail and all other related items as required by VTM COA#88, to the satisfaction of the City Engineer.
4. DEVELOPER shall develop an open space management plan as required by VTM COA#89 to the satisfaction of the City Engineer.
5. DEVELOPER shall complete the widening of Bollinger Canyon Road (BCR) to provide travel lane widths and bike lanes on both sides of BCR per VTM COA#221.
6. Phase III – Neighborhood IV Improvement Plans associated with the Phase 3 Improvements for the SUBDIVISION 9456 area (not CITY approved)
7. In-tract Retaining Wall Plans associated with lots within the Phase 3 Improvements SUBDIVISION 9456 area
8. Joint Trench and Street Light Plans associated with the Phase 3 Improvements SUBDIVISION 9456 area (not CITY approved)
9. Construction of the access road Almeria Way to provide access to the Subdivision 9456 Lots.
10. Construction per the Purdue Road and the Faria Preserve Parkway Phase 1 Improvement Plans and associated Joint Trench and Street Light Plans.
11. Construction per the Purdue Road Landscape & Irrigation Plans.
12. Construction per the Faria Preserve Parkway Phase 1 Landscape & Irrigation Plans.
13. Construction per the Faria Preserve Parkway Phase 2 Improvement Plans and the Bollinger Canyon Road Improvement Plans, including the associated Joint Trench Plans, and Street Light Plans for Faria Preserve Parkway Phase 2 (not CITY approved), and the associated Landscape & Irrigation Plans (not CITY approved).
14. EBMUD waterline improvements within SUBDIVISION 9456. (Approved by EBMUD).
15. EBMUD waterline extension improvements through SUBDIVISION 9457 and for the Interim waterline to the Danville Reservoir Site improvements. (Approved by EBMUD).
16. EBMUD waterline extension improvements through SUBDIVISION 9443 and for the Interim waterline to the Danville Reservoir Site improvements. (Approved by EBMUD).
17. EBMUD construction of the Twin Tanks Site Improvements, and the New Pumping Station Improvements at the Existing San Ramon Reservoir Site. (Approved by EBMUD).
18. EBMUD waterline construction from the Pump Station to the Twin Tanks site, including the EBMUD access road. (Approved by EBMUD).
19. EBMUD waterline improvements along the Faria Preserve Parkway Phase I along with the Purdue Road Improvements extending from SRVB to the Pump Station. (Approved by EBMUD).
20. Central Contra Costa Sanitary District (CCCSD) sanitary sewer facilities associated with the Phase 3 Improvements SUBDIVISION 9456 area (CCCSD Job No. 6643). (To be approved by CCCSD).
21. CCCSD sanitary sewer facilities associated with the main line service extension through SUBDIVISION 9457 (CCCSD Job No.6642. (Approved by CCCSD).
22. CCCSD sanitary sewer facilities associated with the main line service extension through SUBDIVISION 9443 (CCCSD Job No.6613. (Approved by CCCSD).
23. CCCSD sanitary sewer facilities associated with Faria Preserve Parkway Phase I and Purdue Road Improvement Plans (CCCSD Job No. 6607). (Approved by CCCSD).

**EXHIBIT B - SUBDIVISION 9456
SURETY SUBMITTED RELATIVE TO ASSOCIATED IMPROVEMENTS**

1. NEIGHBORHOOD IV, PHASE 3 IMPROVEMENTS
 - Performance Bond \$ 1,687,000
 - Labor & Materials Bond \$ 843,500

2. NEIGHBORHOOD IV, PHASE 3 JOINT TRENCH & STREET LIGHT IMPROVEMENTS
 - Performance Bond \$ 1,115,718.00
 - Labor & Materials Bond \$ 557,859.00

3. FARIA PRESERVE PARKWAY PHASE I IMPROVEMENTS, INCLUDING JOINT TRENCH & STREET LIGHT IMPROVEMENTS
 - Performance Bond Provided with SIA 9342
 - Labor & Materials Bond Provided with SIA 9342

4. PURDUE ROAD IMPROVEMENTS, INCLUDING JOINT TRENCH & STREET LIGHT IMPROVEMENTS
 - Performance Bond Provided with SIA 9342
 - Labor & Materials Bond Provided with SIA 9342

5. FARIA PRESERVE PARKWAY PHASE II IMPROVEMENTS, INCLUDING JOINT TRENCH & STREET LIGHTS IMPROVEMENTS
 - Performance Bond Provided with SIA 9342;
 - Labor & Materials Bond Provided with SIA 9342;
 - Joint Trench & Street Light Bonds
 - Performance Bond \$ 1,152,500.00
 - Labor & Materials Bond \$ 557,859.00

6. BOLLINGER CANYON ROAD IMPROVEMENTS, INCLUDING JOINT TRENCH & STREET LIGHTS IMPROVEMENTS
 - Performance Bond \$ 210,000.00
 - Labor & Materials Bond \$ 105,000.00

7. Bonds to EBMUD for the waterline improvements within SUBDIVISION 9456
 - Faithful Performance Bond \$ 183,000
(WSE 17-010 dated 1/24/2017)
 - Payment Bond \$ 183,000
(WSE 17-010 dated 1/24/2017)

8. Bonds to EBMUD for the waterline improvements within SUBDIVISION 9457
 - Faithful Performance Bond Provided with SIA 9457
 - Payment Bond Provided with SIA 9457

9. Bonds to EBMUD for the waterline extension improvements through SUBDIVISION 9443 and for the Interim waterline to the Danville Reservoir Site improvements

- Faithful Performance Bond Provided with SIA 9443
 - Payment Bond Provided with SIA 9443
10. EBMUD is constructing improvements for the Twin Tanks Site, and the New Pumping Station at the Existing San Ramon Reservoir Site under Major Facilities Agreement MA 15-007A. DEVELOPER made a cash deposit to EBMUD in the amount of 100% of the total estimated construction cost.
11. Bonds to EBMUD for the waterline from the Pump Station to the Twin Tanks site
- Faithful Performance Bond Provided with SIA 9443
 - Payment Bond Provided with SIA 9443
12. Bonds to EBMUD for the waterline improvements along the Faria Preserve Parkway Phase I and the Purdue Road Improvements (EBMUD Bond No. SUR0034737) extending from SRVB to the Pump Station
- Performance Bond Provided with SIA 9443
 - Labor & Materials Bond Provided with SIA 9443
13. Bond to Central Contra Costa County Sanitary District (CCCSD) Job# 6643 for the CCCSD SUBDIVISION 9456 sanitary sewer improvements
- Performance, Guarantee and Payment Bond To be provided when available
14. Bond to CCCSD Job# 6642 for the CCCSD sanitary sewer extension through SUBDIVISION 9457
- Performance, Guarantee and Payment Bond Provided with SIA 9457
15. Bond to CCCSD Job# 6613 for the CCCSD sanitary sewer extension through SUBDIVISION 9443
- Performance, Guarantee and Payment Bond Provided with SIA 9443
16. Bond to Central Contra Costa Sanitary District (CCCSD) Job #6607 for the CCCSD Faria Preserve Parkway Phase I and the Purdue Road Improvements
- Performance, Guarantee and Payment Bond Provided with SIA 9443
17. Bonds for the Landscaping & Irrigation for the public roads:
- a) Purdue Road Landscape & Irrigation Plans
- Performance Bond Provided when available
 - Labor & Materials Bond Provided when available
- b) Faria Preserve Parkway Phase I Landscape & Irrigation Plans
- Performance Bond Provided when available
 - Labor & Materials Bond Provided when available
- c) Faria Preserve Parkway Phase II & Bollinger Canyon Road Landscape & Irrigation Plans
- Performance Bond Provided when available
 - Labor & Materials Bond Provided when available