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CONTRA COSTA Co Recorder Office  
JOSEPH CANCIAMILLA, Clerk - Recorder



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

DOC - 2017-0128815-00

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

Check Number  
Wednesday, JUL 19, 2017 11:33:09  
FRE \$0.00  
Ttl Pd \$0.00 Nbr-0002973810 MNH / R5 / 1-32

RECEIVED

AUG 14 2017

ENGINEERING SERVICES

CONTRACT NO.: C2017-043  
DATE: 07/11/17

SUBDIVISION IMPROVEMENT AGREEMENT  
**THE PRESERVE**  
ALSO KNOWN AS "THE FARIA PRESERVE"  
SUBDIVISION 9342

**THIS AGREEMENT** is made and entered into this 11<sup>th</sup> day of July, 2017 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", said improvements to include, but not limited to, those described in "Exhibit A2 - LARGE LOT FINAL MAP PHASE IMPROVEMENTS FOR SUBDIVISION 9342", as well as those preliminarily described in "Exhibit A3 - PHASE I IMPROVEMENTS FOR SUBDIVISION 9443", "Exhibit A4 - PHASE II IMPROVEMENTS FOR SUBDIVISIONS 9455 AND 9457", "Exhibit A5 - PHASE III IMPROVEMENTS FOR SUBDIVISION 9456", and "Exhibit A6 - PHASE IV IMPROVEMENTS FOR FUTURE SUBDIVISION OF SUBDIVISION 9342 LOT #5" attached, for which plans and specifications for only the "Exhibit A2- LARGE LOT FINAL MAP PHASE IMPROVEMENTS" construction are on file with the CITY Engineer's office. The final description of improvements and related construction plans for the subsequent phase improvements are being prepared and reviewed by DEVELOPER and CITY staff, and CITY plan approval will be required prior to the CITY approval of the associated subsequent Final Maps; 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 LARGE LOT FINAL MAP for Subdivision 9342, hereinafter referred to as "LLFM", prior to the construction and completion of its Proposed Improvements associated with the LLFM and subsequent phased maps

associated with the FARIA PRESERVE PROJECT; 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 “LLFM IMPROVEMENTS” referred to herein, and for the purpose of this AGREEMENT, shall refer only to the construction of improvements and completion of tasks described in “Exhibit A2- LARGE LOT FINAL MAP PHASE IMPROVEMENTS FOR SUBDIVISION 9342”; and

**WHEREAS**, it is intended that DEVELOPER (or, if applicable, any other developer that acquires the applicable lot, it being understood that CITY approval is required for the assignment of DEVELOPER’s right and obligations under the Development Agreement as set forth in Section 10.9 of the Development Agreement) shall enter into separate Subdivision Improvement Agreements with the CITY, which address the DEVELOPER’s timing and security for the construction of improvements and completion of tasks for the following:

(A) The SUBDIVISION 9342 Lot #1 improvement by SUBDIVISION 9443 with proposed improvements as preliminarily described in *EXHIBIT A3 – PHASE I IMPROVEMENTS FOR SUBDIVISION 9443*

(B) The SUBDIVISION 9342 Lot #2 and Lot #3 improvement by SUBDIVISION 9455 and SUBDIVISION 9457 with proposed improvements as preliminarily described in *EXHIBIT A4 – PHASE II IMPROVEMENTS FOR SUBDIVISIONS 9455 AND 9457*

(C) The SUBDIVISION 9342 Lot #4 improvement by SUBDIVISION 9456 with proposed improvements as preliminarily described in *EXHIBIT A5 – PHASE III IMPROVEMENTS FOR SUBDIVISION 9456*

(D) The SUBDIVISION 9342 Lot #5 improvement by the FUTURE SUBDIVISION OF SUBDIVISION 9342 LOT #5 with proposed improvements as preliminarily described in *EXHIBIT A6 – PHASE IV IMPROVEMENTS FOR FUTURE SUBDIVISION OF SUBDIVISION 9342 LOT #5*

**NOW, THEREFORE, IT IS AGREED AS FOLLOWS:**

1. That DEVELOPER will construct LLFM IMPROVEMENTS in accordance with the terms and conditions of this AGREEMENT. It is anticipated that the FARIA PRESERVE PROJECT will be constructed in phases as shown on “Exhibit A1 - MASTER PHASED DEVELOPMENT PLAN – THE FARIA PRESERVE – SUBDIVISION 9342,” as follows:

A. **LARGE LOT FINAL MAP (LLFM)** - consists of filing the Final Map for SUBDIVISION 9342, along with the construction of improvements and completion of tasks as described in

“Exhibit A2 – LARGE LOT FINAL MAP PHASE IMPROVEMENTS FOR SUBDIVISION 9342”.

- B. **PHASE I** - consists of filing the Final Map for SUBDIVISION 9443 for the development of SUBDIVISION 9342 Lot #1, along with the construction of improvements and completion of tasks as preliminarily described in “Exhibit A3 – PHASE I IMPROVEMENTS FOR SUBDIVISION 9443”.
- C. **PHASE II** - consists of filing the Final Map for SUBDIVISIONS 9455 and 9457 for the development of SUBDIVISION 9342 Lot #2 and Lot #3, along with the construction of improvements and completion of tasks as preliminarily described in “Exhibit A4 – PHASE II IMPROVEMENTS FOR SUBDIVISION 9455 AND 9457”.
- D. **PHASE III** - consists of filing the Final Map for SUBDIVISION 9456 for the development of SUBDIVISION 9342 Lot #4, along with the construction of improvements and completion of tasks as preliminarily described in “Exhibit A5 – PHASE III IMPROVEMENTS FOR SUBDIVISION 9456”.
- E. **PHASE IV** - consists of filing the Final Map for the FUTURE SUBDIVISION OF SUBDIVISION 9342 LOT #5 for the development of SUBDIVISION 9342 Lot #5, along with the construction of improvements and completion of tasks as preliminarily described in “Exhibit A6 – PHASE IV IMPROVEMENTS FOR FUTURE SUBDIVISION OF SUBDIVISION 9342 LOT #5”.

The parties acknowledge that, with the exception of the LLFM IMPROVEMENTS governed by the terms of this AGREEMENT, the descriptions of the foregoing improvements and tasks are preliminary in nature and are intended as a general outline for the preparation of subsequent Subdivision Improvement Agreements, which will govern DEVELOPER’s obligations with respect to improvements and tasks required in connection with the filing of the Final Maps for the various phases of development. The foregoing reflects the present understanding of the parties, it being understood that the CITY may impose additional requirements on the Final Map filings of the subsequent phases of development, and the foregoing may be otherwise adjusted or modified based upon the circumstances that exist during the progress of the FARIA PRESERVE PROJECT, all as needed to facilitate the orderly development of the subsequent phases consistent with the Conditions of Approval of the Vesting Tentative Map.

2. That DEVELOPER hereby warrants that construction of the LLFM IMPROVEMENTS according to the approved plans and specifications submitted by DEVELOPER as described in “*Exhibit A2 – LARGE LOT FINAL MAP PHASE IMPROVEMENTS FOR SUBDIVISION 9342*”, which are now on file in the Office of the CITY Engineer, except that the Faria Preserve Parkway Phase II Improvement Plans and Joint Trench Improvement Plans and Retaining Wall Plans, which are currently under review, will not materially and adversely affect any portion of adjacent properties after completion.

3. That DEVELOPER shall construct said LLFM IMPROVEMENTS in said areas in accordance with said plans and specifications and complete the same within two-years following the date of

recording of the Final Map for SUBDIVISION 9342, subject to Force Majeure (as hereafter defined).

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 the CITY fee schedule, upon submittal of plans. DEVELOPER shall pay to CITY the inspection fee, based upon the CITY 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 No. 9342 for injury to persons (including death) or property damage in connection with the design and/or construction of the LLFM 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 LLFM 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, the 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 the CITY and the CITY'S officers, employees, and agents;
- b. The insurance shall be primary, non-contributing, and any other insurance program or coverage in which the 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 "COMPLETION" of the EXHIBIT A2 LLFM Item #6 - Purdue Road Improvement Plans, Item #8 - Faria Preserve Parkway Phase #1 Improvement Plans, and Item #9 - Faria Preserve Parkway Phase #2 Improvement Plans shall be the date on which the CITY Council shall, by Resolution duly passed and adopted, accept said Item#6, Item#8, and Item#9 improvements, as modified, if such modification is required under the terms hereof. "COMPLETION" of the remaining

EXHIBIT A2 LLFM Items shall be upon approval of the construction of improvements by the CITY Engineer. Acceptance of any part or staging of said LLFM IMPROVEMENTS shall not be final until the written notice of final acceptance by the CITY of the LLFM IMPROVEMENTS shall have been delivered to the DEVELOPER, which CITY will deliver to DEVELOPER promptly after the passage and adoption of the Resolution of the CITY Council accepting said LLFM IMPROVEMENTS or approval by the CITY Engineer as applicable. For avoidance of doubt, when CITY has accepted the construction of improvements for all of the Exhibit A2 LLFM IMPROVEMENT plans, such acceptance shall constitute CITY's acceptance of the Offer of Dedication of the applicable LLFM IMPROVEMENTS and underlying real property made by DEVELOPER pursuant to the LLFM, subject to the warranty period as described in Section 9, and bonds as described in Sections 11, 12, and 13.

9. The DEVELOPER shall repair any defects or failures, and their causes, which appear in any LLFM IMPROVEMENTS and which CITY notifies DEVELOPER in writing within a period of one (1) year from the date of COMPLETION of said LLFM 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 LLFM 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 the 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 completion of improvements.

### **BONDS AND INSURANCE**

11. CITY acknowledges that the 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 COMPLETION of the LLFM 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.

It is anticipated that additional security will be required for each of Phase I, Phase II, Phase III, and Phase IV corresponding to the improvements that are required to be constructed in relation to those phases, as will be more particularly described in the subsequent Subdivision Improvement Agreements to be entered into in connection with the filing of the Final Maps for such phases.

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 COMPLETION 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 LLFMIMPROVEMENTS. 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 COMPLETION 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. DEVELOPER shall provide a SLOPE WARRANTY BOND (SWB) to the CITY, in a form acceptable to the CITY Engineer, prior to the end of the WARRANTY PERIOD. The SWB shall take effect after the WARRANTY PERIOD has expired, and shall continue for a period of five years. The SWB shall warrant that eroded concave graded slopes will have V-Ditches constructed, as conceptually shown on *EXHIBIT C – V-DITCH LOCATION EXHIBIT* if the CITY Engineer determines they are warranted based upon eroded slope conditions. DEVELOPER shall contact the CITY Engineer 30 days prior to the end of the SWB five year period to request that the warranted concave graded slopes be inspected and that a punch list be prepared of any outstanding defects or failures. DEVELOPER shall correct any punch list defects or failures prior to the termination of the SWBWARRANTY PERIOD, and the SWB WARRANTY PERIOD shall be extended as needed until all defects or failures are repaired and V-ditches constructed to the satisfaction of the CITY Engineer. CITY will fully release the SWB at the end of the five year WARRANTY PERIOD, and after all warranted V-ditches have been constructed to the satisfaction of the CITY Engineer.

#### **DRAINAGE AGREEMENT**

14. Prior to the conveyance of any SUBDIVISION 9342 Parcel to the GHAD or the recordation of a subsequent Final Map, DEVELOPER shall enter into a Drainage Agreement with the CITY. The Drainage Agreement shall evidence DEVELOPER's acceptance of responsibility in perpetuity for the Subdivision 9342 Lots to accept concentrated runoff from the Geologic Hazard Abatement District (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 to the public storm drainage system. This Drainage Agreement shall be recorded and shall run with the land. 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 agrees to credit the FARIA PRESERVE PROJECT Drainage Mitigation Fee account in the amount of \$200,000 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 CITY 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 and to annex the applicable SUBDIVISION 9342 lots and parcels to the GHAD within two (2) years from the recording date of the Large Lot Final Map for SUBDIVISION 9342, or prior to any sale or transfer of any lots or parcels within SUBDIVISION 9342 to residential home buyers, whichever occurs first.

**RECORDABLE INSTRUMENTS**

22. DEVELOPER shall provide CITY with recordable instrument within two (2) years after the recordation of the Final Map for SUBDIVISION 9342 in accordance with the FARIA PRESERVE PROJECT Condition of Approval #83.

**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, of 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

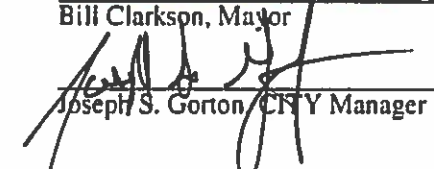
IN WITNESS WHEREOF the parties have executed this AGREEMENT on the dates indicated below, the latest of which shall be deemed the effective date of this AGREEMENT.

City of San Ramon  
A Municipal Corporation, (CITY)



Bill Clarkson, Mayor

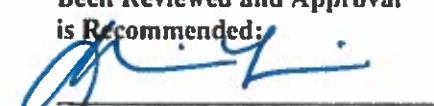
7/11/17  
Date



Joseph S. Gorton, CITY Manager


7/11/17  
Date

The Foregoing Agreement Has  
Been Reviewed and Approval  
is Recommended:



Maria Fierner, P.E.  
Public Works Director

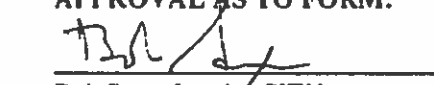
7/16/17  
Date



Brian Bornstein, CITY Engineer

6-30-17  
Date

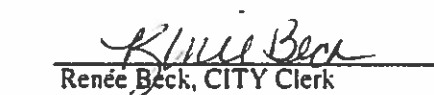
APPROVAL AS TO FORM:



Bob Saxe, Interim CITY Attorney

2/10/2017  
Date

ATTEST:



Renée Beck, CITY Clerk

7/10/17  
Date

DEVELOPER:

FARIA PRESERVE, LLC,  
a Delaware limited liability company

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

By: 

Date: 6/22/2017

Name: Thomas Bureau

Title: OPERATIONS V.P.

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

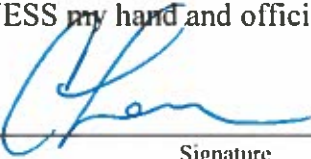
On June 22, 2017, before me, C. Leon, Notary Public  
(here insert name and title of the officer)

personally appeared Thomas Burrill,

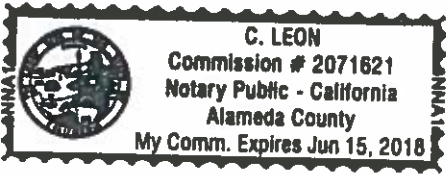
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/~~she/they~~ executed the same in his/~~her/their~~ authorized capacity(ies), and that by his/~~her/their~~ signature(s) on the instrument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

**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

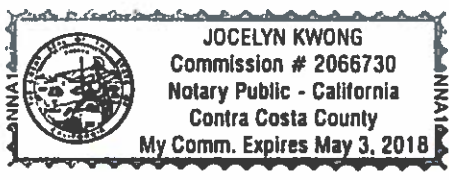
On July 13, 2017 before me, Jocelyn Kwong, Notary Public  
(insert name and title of the officer)

personally appeared Joseph Gorton  
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 (Seal)



## 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

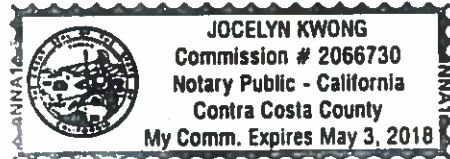
On July 13, 2017 before me, Jocelyn Kwong, Notary Public  
(insert name and title of the officer)

personally appeared Bill Clarkson  
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.

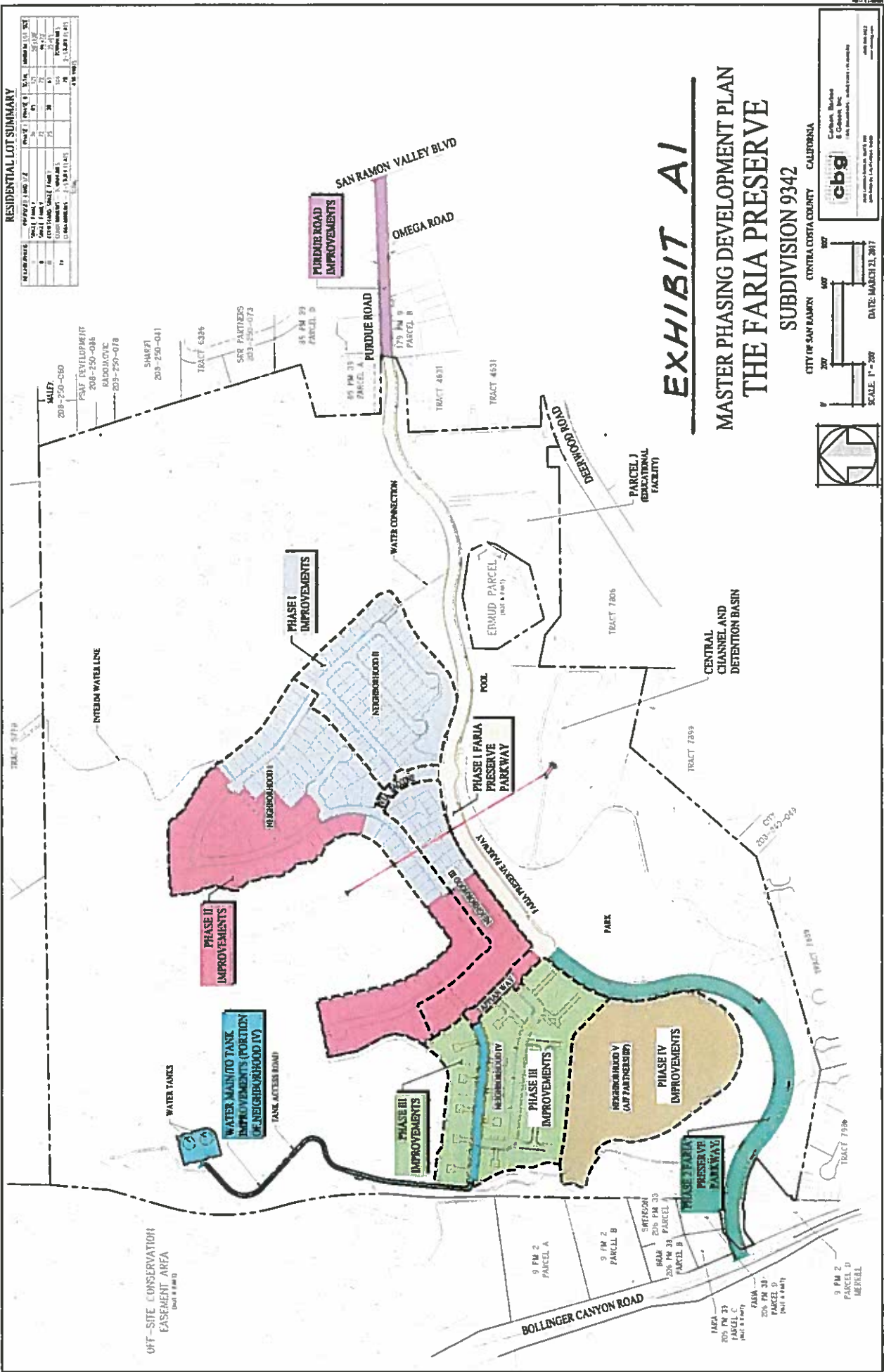
Signature Jocelyn Kwong (Seal)



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

**RESIDENTIAL LOT SUMMARY**

NEIGHBORHOOD	PARCEL SIZE	PRICE	TOTAL
PHASE I	20	85	1700
PHASE II	15	75	1125
PHASE III	10	50	500
PHASE IV	10	50	500
<b>TOTAL</b>	<b>55</b>	<b>260</b>	<b>3825</b>



# EXHIBIT A1

## MASTER PHASING DEVELOPMENT PLAN THE FARIA PRESERVE

SUBDIVISION 9342

CITY OF SAN RAMON CONTRA COSTA COUNTY CALIFORNIA



City of San Ramon  
City Engineer  
1400 San Ramon Valley Blvd  
San Ramon, CA 94583  
925.376.1000



**Exhibit A2 – LARGE LOT FINAL MAP PHASE IMPROVEMENTS  
FOR SUBDIVISION 9342**

**LARGE LOT FINAL MAP (LLFM)** - consists of the recordation of the Final Map for SUBDIVISION 9342, along with construction of improvements per the following CITY approved plans (except where the plans have not been CITY-approved as noted) per the timeline described in Section 3 of this AGREEMENT:

1. Geotechnical Corrective Grading Plans
2. Rough Grading Plans
3. Backbone Storm Drain System Plans
4. Central Channel Storm Drain Improvement Plans
5. Purdue Road Backbone Storm Drain System Plans
6. Purdue Road Improvements Plans
7. Faria Preserve Parkway Improvement Plans – FOR STORM DRAIN CONSTRUCTION ONLY
8. Faria Preserve Parkway Phase 1 Improvement Plans
9. Faria Preserve Parkway Phase 2 Improvement Plans (not CITY approved, under review)
10. Joint Trench Improvement Plans appurtenant to Purdue Road Improvement Plans and Faria Preserve Parkway Phase 1 Improvement Plans (not CITY approved, under review)
11. Onsite Retaining Wall Plans appurtenant to the Corrective Grading and Rough Grading Plans, including Walls 1, 2, 4, 5, 6, 7, 11, 12, 15, 16, 17, and 20. Retaining Walls 8, 9, 13, 22, 23, 24, and 25 are under City review and have not been approved.
12. Purdue Road Retaining Walls (designated A & B) within the public right-of-way
13. EBMUD water main facilities as designed by EBMUD and associated with the Purdue Road and Faria Preserve Parkway Phase 1 improvements to the point of connection to the existing San Ramon reservoir/ new pumping station (approved by EBMUD)
14. Central Contra Costa Sanitary System District (CCCSD) sanitary sewer facilities associated with the Purdue Road and Faria Preserve Parkway Phase 1 improvements (CCCSD Job No. 6607) (approved by CCCSD)

DEVELOPER shall complete the following tasks within two (2) years from the date of recordation of the Large Lot Final Map for SUBDIVISION 9342, unless an alternate time frame is directed by the CITY District Engineer or provided below, or unless a time extension is approved by CITY, subject to Force Majeure:

1. Parcels A, B, C, D, E, F, K, O, and P – DEVELOPER shall coordinate with the CITY to create a Geologic Hazard Abatement District (GHAD) as describe in Section 21 of this AGREEMENT per VTM COA #82, and shall subsequently convey Parcels A, B, C, D, E, F, K, O, and P by separate instrument to the newly created GHAD subsequent to the recordation of the Large Lot Final Map for SUBDIVISION 9342. CITY and GHAD acknowledges that Parcel A will be subject to a conservation easement; and CITY and GHAD will cooperate with DEVELOPER to grant such conservation easement (including without limitation granting such conservation easement after Parcel A is conveyed to the GHAD), and GHAD will accept Parcel A if conservation easement is recorded prior to conveyance. CITY and GHAD further acknowledges DEVELOPER’s right to grant trail easements over the foregoing Parcels. GHAD also acknowledges that the future Home Owners Association (HOA) will have rights of access across said parcels for maintenance of landscape and irrigation. GHAD also acknowledges that a trail system open to the public may exist within the listed open space parcels.



2. Parcel G – Per VTM COAs #86 and #87 DEVELOPER shall prepare and obtain CITY approval of the park construction plans.
3. Parcel H –DEVELOPER shall prepare and obtain CITY approval of the rose garden park construction plans.
4. Parcel L – Parcel L shall be merged (via a lot line adjustment or as otherwise determined by the CITY) with *Parcel C of 206 PM 38*
5. Parcel Q – Parcel Q shall be merged (via lot line adjustment or as otherwise determined by the CITY) with *Parcel D of 206 PM 38*
6. Offer to the CITY for dedication the Faria Preserve Parkway street right-of-way and Public Utilities Easement from Parcel C of 206 PM 36 as indicated on the SUBDIVISION 9342 Final Map
7. Complete construction of the Purdue Road improvements and obtain CITY acceptance of Purdue Road as a public street.

# SUBDIVISION 9342 THE PRESERVE

CONSISTING OF 16 STREETS  
A PORTION OF SECTIONS 4, 5, 1, & 9 TOWNSHIP 2 SOUTH, RANGE 1 WEST  
MOUNT Diablo Base and Meridian and a PORTION of RANCHO SAN RAMON  
BEING A SUBDIVISION OF PARCEL ONE AS DESCRIBED IN THE LOT  
LINE ADJUSTMENT RECORDED APRIL 19, 2017 AS DOCUMENT  
NUMBER 2017-08841 OFFICIAL RECORDS OF CONTRA COSTA COUNTY  
CITY OF SAN RAMON, CONTRA COSTA COUNTY, CALIFORNIA  
**Carlson, Barbee & Gibson, Inc.**  
CIVIL ENGINEERS • SURVEYORS • PLANNERS  
SAN RAMON, CALIFORNIA

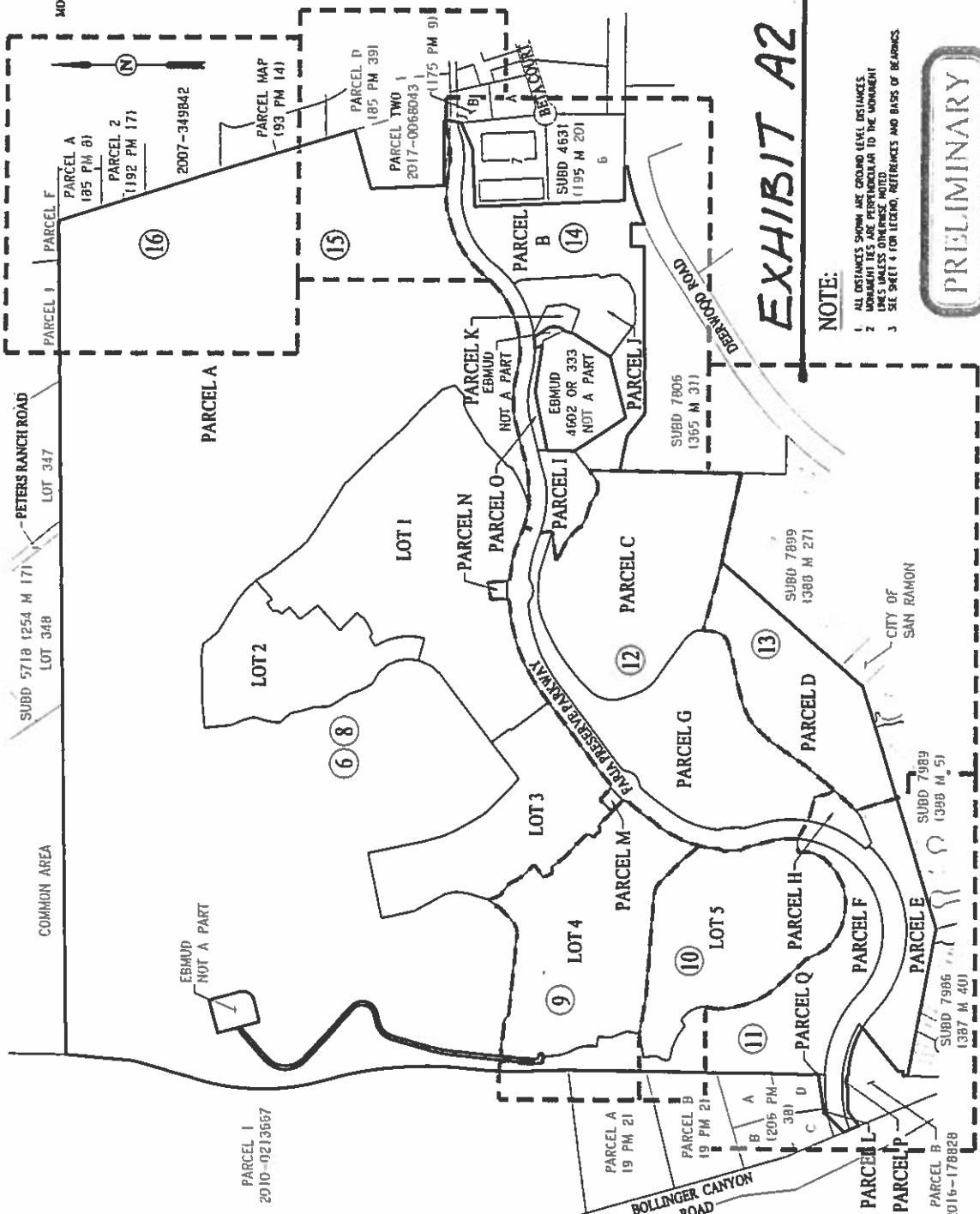


## BASIS OF BEARINGS:

THE BASIS OF BEARINGS FOR THIS SURVEY IS DETERMINED BY FOUND MONUMENTS  
ON CHENEA ROAD. THE BEARINGS BEING  $119^{\circ}57'30.71''$  PER SUBDIVISION 4531, FILED IN  
BOOK 195 OF MAPS AT PAGE 70, CONTRA COSTA COUNTY RECORDS.

## LEGEND

---	SUBDIVISION BOUNDARY LINE
---	ROOT OF WAY LINE
---	LOT LINE
---	EASEMENT LINE
---	CENTERLINE
---	MONUMENT LINE
---	TYE LINE
---	TOTAL
---	RADIAL
---	MONUMENT TO MONUMENT
---	MONUMENT TO CENTERLINE
---	MONUMENT TO PROPERTY LINE
---	FOUND STANDARD STREET MONUMENT, AS NOTED
---	FOUND IRON PIPE OR AS NOTED
---	SET 5/8" REBAR AND CAP, OR NAIL AND TAG, IS 7960
---	SET STANDARD STREET MONUMENT, IS 7960
---	CALCULATED DISTANCE
---	EAST BAY MUNICIPAL UTILITY DISTRICT EASEMENT
---	EMERGENCY VEHICLE ACCESS EASEMENT
---	IRREVOCABLE OFFER OF REDUCTION MONUMENT
---	IRON PIPE
---	MONUMENT
---	PUBLIC ACCESS EASEMENT
---	PRIVATE STORM DRAIN EASEMENT
---	PUBLIC TRAIL EASEMENT
---	PUBLIC UTILITY EASEMENT
---	STORM DRAIN EASEMENT
---	SEARCHED FOR, NOT FOUND
---	SAFETY SIGN EASEMENT
---	RECORD DISTANCE
---	REFERENCE AND RECORD INFORMATION
---	SHEET LIMITS
---	SHEET NUMBER



**EXHIBIT A2**

### NOTE:

1. ALL DISTANCES SHOWN ARE GROUND LEVEL DISTANCES.
2. MONUMENT TIES ARE PERPENDICULAR TO THE MONUMENT LINE UNLESS OTHERWISE NOTED.
3. SEE SHEET 4 FOR LEGEND, REFERENCES AND BASIS OF BEARINGS.

**PRELIMINARY**

**EXHIBIT A3 – PHASE I, SUBDIVISION 9443  
(PRELIMINARY – ADDITIONAL ITEMS OR REVISIONS MAY BE REQUIRED)**

**PHASE I** - consists of the recordation of the Final Map for SUBDIVISION 9443, along with construction of improvements per the following CITY-approved plans (except where the plans have not been CITY-approved as noted):

1. Faria Preserve Parkway Phase 1 Landscape and Irrigation Plans (not CITY approved)
2. Phase I - Neighborhood I, II, and III Improvement Plans
3. EBMUD water service extensions as designed by EBMUD associated with the Neighborhood Phase 1 improvements, inclusive of the interim water line to the Apollo reservoir (to be approved by EBMUD,)
4. In-tract Retaining Wall Plans associated with lots within the Phase 1 Subdivision 9443.
5. Central Contra Costa Sanitary District (CCCSD) sanitary sewer facilities associated with the Neighborhood Phase 1 improvements (CCCSD Job No. 6613) (to be approved by CCCSD)

**Prior to recordation of the Final Map for SUBDIVISION 9443, the following items shall be completed:**

1. DEVELOPER shall pay fees associated with Final Map Subdivision 9443 and the Phase 1 improvements including, but not limited to: plan check, inspection, Final Map check, and drainage mitigation.
2. DEVELOPER shall provide bonds and insurance in accordance with CITY requirements for the Phase 1 improvements, excluding sanitary sewer and water improvements. It being understood that DEVELOPER shall provide bonds in the amount of not less than 100% for Performance and not less than 50% for Labor & Materials to EBMUD to assure construction of water utilities and to Central Contra Costa Sanitary District to assure construction of sanitary sewer utilities.
3. In accordance with VTM COA #82, DEVELOPER and CITY shall cooperate to form the GHAD as described in Section 21 of this AGREEMENT for the area included within Subdivision 9342 and as otherwise described in the GHAD formation documents.
4. In accordance with VTM COA #69, DEVELOPER shall form a Homeowners' Association for "The Preserve", Neighborhoods I – IV, which shall allow for the future annexation of Neighborhood V should such be requested.
5. DEVELOPER shall execute a Drainage Agreement with the CITY to allow concentrated GHAD runoff to drain to and to be conveyed through the FARIA PRESERVE PROJECT private storm drainage system to the public storm drainage system, and to accept responsibility for the maintenance relating to the conveyance of said GHAD runoff to the public storm drain system as described in Section 14 of this AGREEMENT.
6. DEVELOPER shall determine the Maximum Number of Building Permits based upon EBMUD service (MNBP-W), to the satisfaction of the CITY Engineer, that can be issued based upon the current constructed and approved EBMUD water system.

**Prior to issuance of a Residential Building Permit within Subdivision 9443 (except for the models), the following items shall be completed:**

1. DEVELOPER shall obtain CITY review and approval of the ASSOCIATION CC&Rs
2. DEVELOPER shall apply for annexation of SUBDIVISION 9443 lots into the GHAD as described in Section 21 of this AGREEMENT, and GHAD will accept when the conditions for acceptance have been satisfied.

3. DEVELOPER shall process CITY annexation of SUBDIVISION 9443 lots into the applicable CITY Lighting & Landscape Districts, in accordance with VTM COA #83.
4. DEVELOPER shall process CITY annexation of SUBDIVISION 9443 lots into the existing CITY Community Facilities District (CFD), or other funding source as described in VTM COA #83, as described in Section 22 of this AGREEMENT.
5. DEVELOPER shall complete the Central Channel Storm Drain Improvement Plans construction prior to October 15, 2017.
6. DEVELOPER shall complete the Faria Preserve Parkway Phase II Improvement Plans construction prior to CITY issuance of 150<sup>th</sup> Building Permit.
7. DEVELOPER shall complete the EBMUD construction prior CITY to issuance of MNBP-W Building Permit.
8. DEVELOPER shall complete improvement plans for the Park, to the satisfaction of the CITY Engineer, per VTM COA #85.
9. DEVELOPER shall complete improvement plans for the Rose Garden, to the satisfaction of the CITY Engineer.

**Prior to first residential occupancy of a unit within Subdivision 9443 (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, exclusive of landscape and irrigation.
- 3) Phase 1 neighborhoods streets and utility improvements construction, exclusive of landscape and irrigation.
- 4) Construction of the EBMUD Interim Water Line from the Apollo reservoir, per EBMUD.
- 5) Repair of the existing 42" Reinforced Concrete Pipe downstream of Central Channel Basin outfall located within the "CA Sunridge" Development.
- 6) DEVELOPER shall convey Parcel N of SUBDIVISION 9342 to HOA

# SUBDIVISION 9443 THE PRESERVE, PHASE 1

CONSISTING OF 19 SHEETS  
BEING A SUBDIVISION OF LOT 1,  
SUBDIVISION 942, THE PRESERVE,  
FILED IN BOOK \_\_\_\_\_ OF MAPS AT PAGE \_\_\_\_\_  
RECORDS OF CONTRA COSTA COUNTY  
CITY OF SAN RAMON, CONTRA COSTA COUNTY, CALIFORNIA

**Carlson, Barbee & Gibson, Inc.**  
CIVIL ENGINEERS • SURVEYORS • PLANNERS  
SAN RAMON • SACRAMENTO

SCALE: 1" = 100' JANUARY 2017



## BASIS OF BEARINGS:

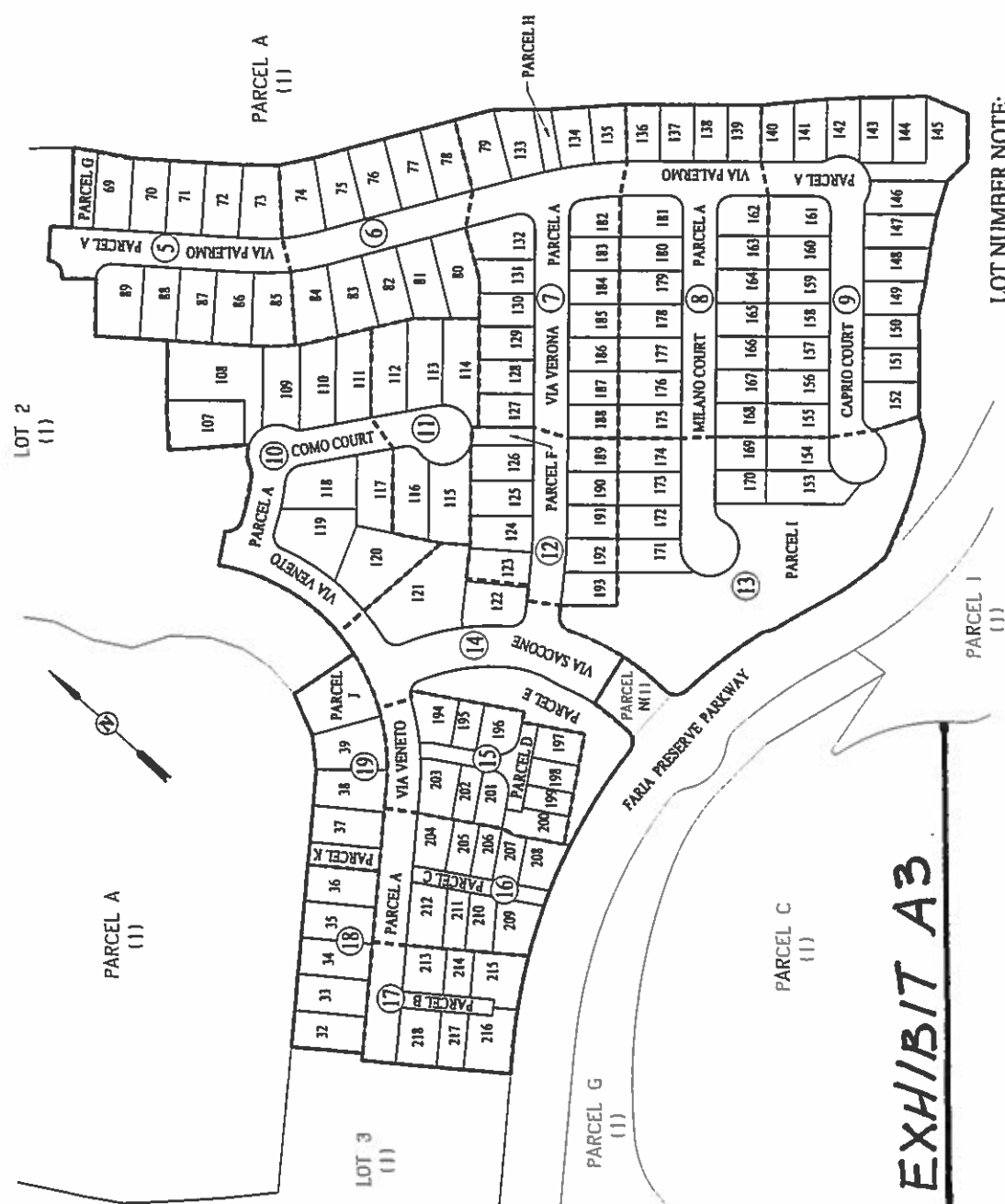
THE BASIS OF BEARINGS FOR THIS SURVEY IS DETERMINED BY FOUND MONUMENTS ON OREGA ROAD. THE BEARINGS FOR THIS SURVEY ARE FOUND IN SUBDIVISION 4531, FILED IN BOOK 185 OF MAPS AT PAGE 213, CONTRA COSTA COUNTY RECORDS.

## LEGEND

- SUBDIVISION BOUNDARY LINE
- FRONT OF WAY LINE
- LOT LINE
- EASEMENT LINE
- TIE LINE
- MONUMENT LINE
- TOTAL
- RADIAL
- (R) MONUMENT TO MONUMENT
- (M-U) MONUMENT TO CENTERLINE
- (M-PL) MONUMENT TO PROPERTY LINE
- FOUND STANDARD STREET MONUMENT
- SET STANDARD STREET MONUMENT, LS 7960
- EAST BAY MUNICIPAL UTILITY DISTRICT EASEMENT
- EMERGENCY VEHICLE ACCESS EASEMENT
- PUBLIC ACCESS EASEMENT
- PRIVATE STORM DRAIN EASEMENT
- PUBLIC UTILITY EASEMENT
- STORM DRAIN EASEMENT
- SANITARY SEWER EASEMENT
- SIGN VISIBILITY EASEMENT
- MONUMENT
- ARBITERS RIGHTS REINFORCED
- SHEET LIMIT
- SHEET NUMBER

## REFERENCES:

- (R) INDICATES REFERENCE NUMBER
- (U) SUBDIVISION 9342 (M, U)
- (P) SUBDIVISION 4531 (185 M 20)



## LOT NUMBER NOTE:

THIS MAP INCLUDES LOTS NUMBERED 32-39, 69-89 AND 107-218 FOR A TOTAL OF 141 LOTS

# EXHIBIT A3

**EXHIBIT A4 – PHASE II, SUBDIVISIONS 9455 AND 9457  
(PRELIMINARY – ADDITIONAL ITEMS OR REVISIONS MAY BE REQUIRED)**

**PHASE II** - consists of the recordation of the Final Maps for SUBDIVISIONS 9455 and 9457, along with construction of improvements per the following CITY approved plans (except where the plans have not been CITY approved as noted):

1. Faria Preserve Parkway Phase 2 (inclusive of Bollinger Canyon Road frontage) Improvement Plans (not CITY approved)
2. Phase IIA and B -Neighborhoods I, and III Improvement Plans (not CITY approved)
3. Purdue Road Landscape and Irrigation Plans (not CITY approved)

**Prior to recordation of the Final Map for SUBDIVISIONS 9455 and 9457, the following shall be completed:**

1. DEVELOPER shall record the Final Map for SUBDIVISION 9443.
2. DEVELOPER shall pay fees associated with the Final Maps for SUBDIVISIONS 9455 and 9457 and the Phase II improvements including, but not limited to: plan check, inspection, Final Map check, and drainage mitigation.
3. DEVELOPER shall provide bonds and insurance in accordance with CITY requirements for the Phase II improvements, excluding sanitary sewer and water improvements. It being understood that DEVELOPER shall provide bonds in the amount of and not less than 100% for Performance and not less than 50% for Labor & Materials to EBMUD to assure construction of water utilities and to Central Contra Costa Sanitary District to assure construction of sanitary sewer utilities.
4. DEVELOPER shall execute a Drainage Agreement with the CITY to allow concentrated GHAD runoff to drain to and to be conveyed through the FARIA PRESERVE PROJECT private storm drainage system to the public storm drainage system, and to accept responsibility for the maintenance relating to the conveyance of said GHAD runoff to the public storm drain system as described in Section 14 of this AGREEMENT.

**Prior to issuance of a Residential Building Permit within Subdivisions 9455 and 9457 (except for any models), as noted below, the following shall be completed:**

1. DEVELOPER shall complete the Central Channel Storm Drain Improvement Plans construction prior to October 15, 2017
2. DEVELOPER shall complete the Faria Preserve Parkway Phase II Improvement Plans construction prior to CITY issuance of 150th Building Permit.
3. DEVELOPER shall complete the EBMUD construction prior CITY to issuance of MNBP-W Building Permit.
4. DEVELOPER shall apply for annexation of SUBDIVISION 9455 AND 9457 lots into the GHAD as described in Section 21 of this AGREEMENT, and GHAD will accept when the conditions for acceptance have been satisfied.
6. DEVELOPER shall process CITY annexation of SUBDIVISION 9455 and 9457 lots into the applicable CITY Lighting & Landscape Districts, in accordance with VTM COA #83.
7. DEVELOPER shall process CITY annexation of SUBDIVISION 9455 and 9457 lots into the existing CITY CFD or other funding source as described in VTM COA #83, as described in Section 22 of this AGREEMENT.

**Prior to occupancy of a residential unit within Subdivision 9455 and/or 9457, the following shall be completed:**

1. The Phase IIA and B -Neighborhoods I, and III Improvement Plans streets and utility improvements construction, exclusive of landscape and irrigation.
2. Faria Preserve Parkway Phase 2 street and utility improvements construction, exclusive of landscape and irrigation.
3. DEVELOPER shall convey Parcel M to HOA







**EXHIBIT A5 – PHASE III IMPROVEMENTS FOR SUBDIVISION 9456  
(PRELIMINARY – ADDITIONAL ITEMS OR REVISIONS MAY BE REQUIRED)**

**Phase III /Neighborhood 4** - 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 4 Improvement Plans (not CITY approved)
2. Faria Preserve Parkway Phase 2 Landscape and Irrigation Plans (not CITY approved)

**Prior to recordation of the Final Map for SUBDIVISION 9456, the following shall be completed:**

1. DEVELOPER shall record the Final Map for SUBDIVISION 9457.
2. DEVELOPER shall pay fees associated with Final Map Subdivision 9456 and the Neighborhood 4 (Phase III) improvements including, but not limited to: plan check, inspection, Final Map check, and drainage mitigation.
3. DEVELOPER shall provide bonds and insurance in accordance with CITY requirements for the Neighborhood 4 / Phase III improvements, excluding sanitary sewer and water improvements. It being understood that DEVELOPER shall provide bonds in the amount of and not less than 100% for Performance and not less than 50% for Labor & Materials to EBMUD to assure construction of water utilities and to Central Contra Costa Sanitary District to assure construction of sanitary sewer utilities.
4. DEVELOPER shall provide evidence of EBMUD quitclaim of its easements on Parcel J and abandonment of its facilities within the quitclaimed easement area.
5. DEVELOPER shall execute a Drainage Agreement with the CITY to allow concentrated GHAD runoff to drain to and to be conveyed through the FARIA PRESERVE PROJECT private storm drainage system to the public storm drainage system, and to accept responsibility for the maintenance relating to the conveyance of said GHAD runoff to the public storm drain system as described in Section 14 of this AGREEMENT.

**Prior to issuance of a Residential Building Permit in Subdivision 9456, the following shall be completed:**

1. DEVELOPER shall complete the Central Channel Storm Drain Improvement Plans construction prior to October 15, 2017
2. DEVELOPER shall complete the Faria Preserve Parkway Phase II Improvement Plans construction prior to CITY issuance of 150<sup>th</sup> Building Permit.
3. DEVELOPER shall complete the EBMUD construction prior CITY to issuance of MNBP-W Building Permit.
4. DEVELOPER shall apply for annexation of SUBDIVISION 9456 lots into the GHAD as described in Section 21 of this AGREEMENT, and GHAD will accept when the conditions for acceptance have been satisfied.
5. DEVELOPER shall process CITY annexation of SUBDIVISION 9456 lots into the applicable CITY Lighting & Landscape Districts, in accordance with VTM COA #83.
6. DEVELOPER shall process CITY annexation of SUBDIVISION 9456 lots into the existing CITY CFD or other funding source as described in VTM COA #83, as described in Section 22 of this AGREEMENT.

**Prior to occupancy of a residential unit within Subdivision 9456, the following shall be completed:**

1. Phase III / Neighborhood 4 streets and utility improvements construction, exclusive of landscape and irrigation.

**SUBDIVISION 9456  
THE PRESERVE PHASE 4**

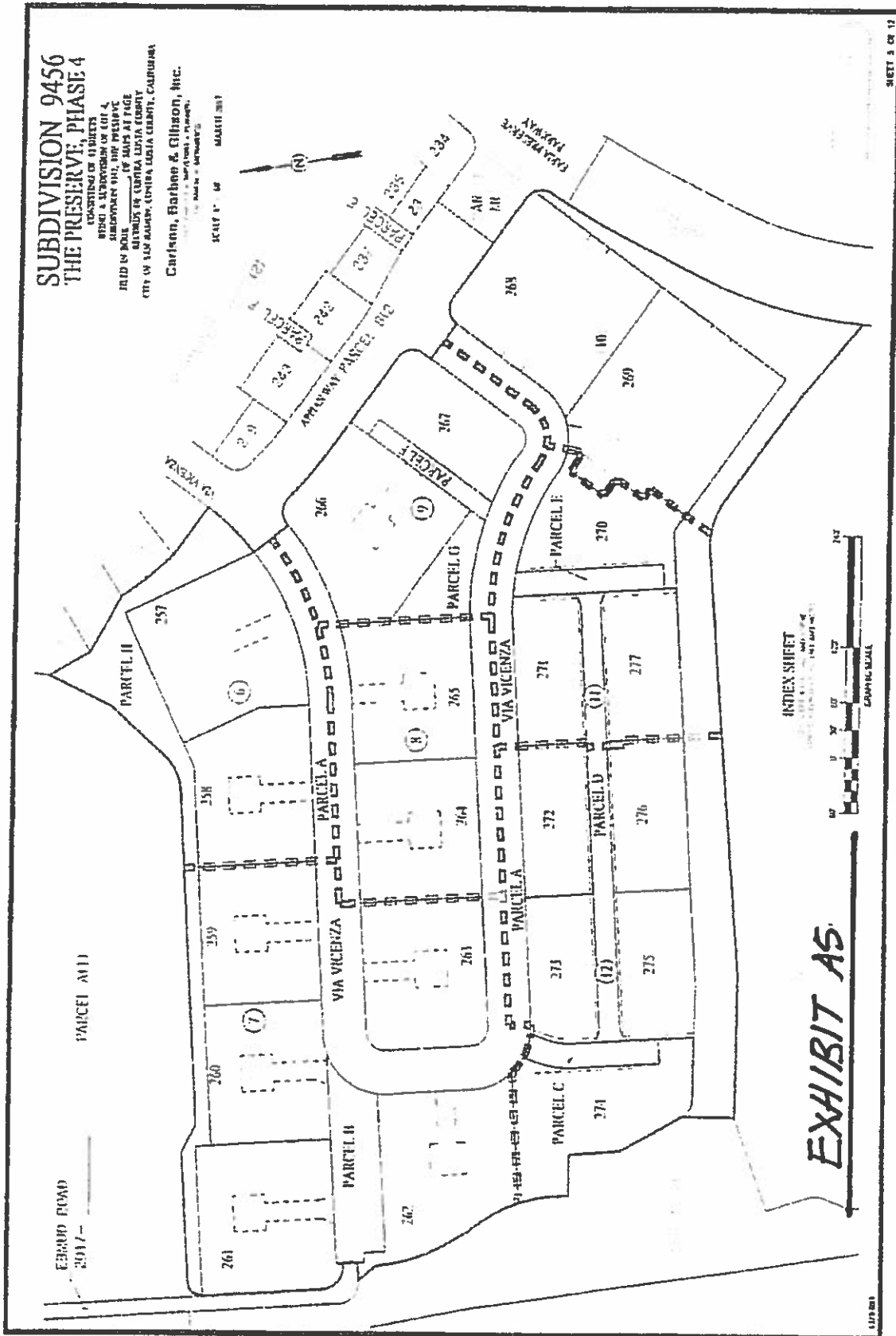
APPROVED BY THE  
SANTA BARBARA COUNTY  
PLANNING AND ZONING  
COMMISSION ON 11/11/11  
AS SHOWN ON THE MAPS AT PAGE  
14 OF THE MAPS, SANTA BARBARA COUNTY  
CITY OF SANTA BARBARA, CALIFORNIA

Carlson, Barbee & Gillson, Inc.

11/11/11

SCALE 1" = 40'

DATE 11/11/11



**EXHIBIT AS**

INDEX SHEET



**EXHIBIT A6 – PHASE IV IMPROVEMENTS FOR FUTURE SUBDIVISION OF  
SUBDIVISION 9342 LOT#5  
(PRELIMINARY – ADDITIONAL ITEMS OR REVISIONS MAY BE REQUIRED)**

**Phase IV** - consists of the recordation of the Final Map for the future subdivision of SUBDIVISION 9342 LOT #5, along with construction of improvements per the following CITY approved plans (except where the plans have not been CITY approved as noted):

- 1) Improvement plans for the future subdivision of SUBDIVISION 9342 LOT #5 (not City approved).

**Prior to recordation of the Final Map, the following items shall be completed:**

- 1) DEVELOPER shall pay fees associated with Final Map for the future subdivision of SUBDIVISION 9342 LOT #5 improvements including, but not limited to: plan check, inspection, Final Map check, and drainage mitigation.
- 2) DEVELOPER shall provide bonds and insurance in accordance with CITY requirements for the future subdivisions of SUBDIVISION 9342 LOT #5 improvements, excluding sanitary sewer and water improvements. It being understood that DEVELOPER shall provide bonds in the amount of and not less than 100% for Performance and not less than 50% for Labor & Materials to EBMUD to assure construction of water utilities and to Central Contra Costa Sanitary District to assure construction of sanitary sewer utilities.
- 3) DEVELOPER shall execute a Drainage Agreement with the CITY to allow concentrated GHAD runoff to drain to and to be conveyed through the FARIA PRESERVE PROJECT private storm drainage system to the public storm drainage system, and to accept responsibility for the maintenance relating to the conveyance of said GHAD runoff to the public storm drain system as described in Section 14 of this AGREEMENT.
- 4) DEVELOPER shall execute a Drainage Agreement with the CITY to allow concentrated GHAD runoff to drain to and to be conveyed through the FARIA PRESERVE PROJECT private storm drainage system to the public storm drainage system, and to accept responsibility for the maintenance relating to the conveyance of said GHAD runoff to the public storm drain system as described in Section 14 of this AGREEMENT.

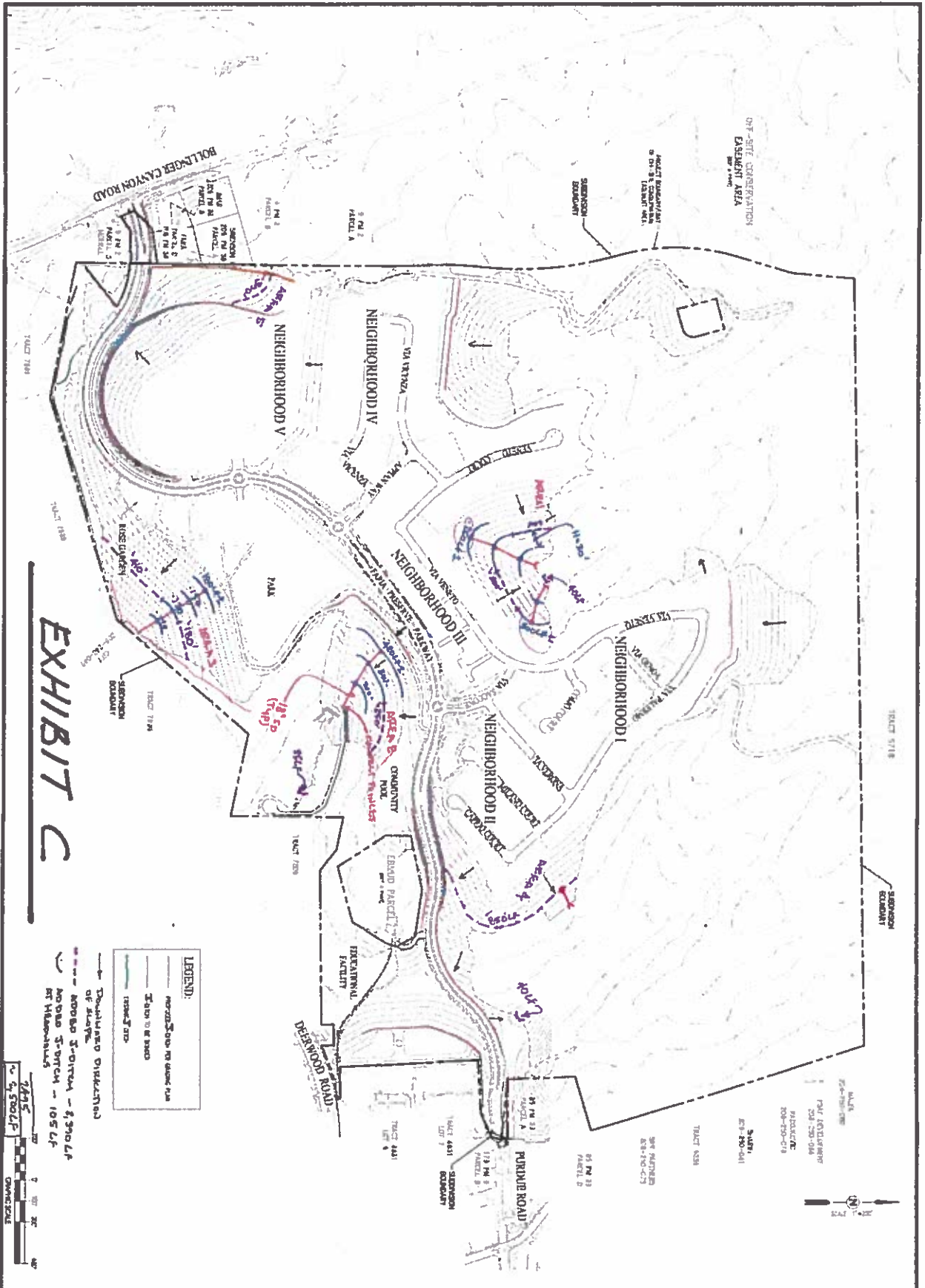
**Prior to issuance of the Building Permits, the following items shall be completed:**

1. DEVELOPER shall complete the Central Channel Storm Drain Improvement Plans construction prior to October 15, 2017.
2. DEVELOPER shall complete the Faria Preserve Parkway Phase II Improvement Plans construction prior to CITY issuance of 150<sup>th</sup> Building Permit.
3. DEVELOPER shall complete the EBMUD construction prior CITY to issuance of MNBP-W Building Permit.
4. DEVELOPER shall apply for annexation of the FUTURE SUBDIVISION OF SUBDIVISION 9342 LOT#5 lots into the GHAD as described in Section 21 of this AGREEMENT, and GHAD will accept when the conditions for acceptance have been satisfied.
5. DEVELOPER shall process CITY annexation of the FUTURE SUBDIVISION OF SUBDIVISION 9342 LOT#5 lots into the applicable CITY Lighting & Landscape Districts, in accordance with VTM COA #83.
6. DEVELOPER shall process CITY annexation of the FUTURE SUBDIVISION OF SUBDIVISION 9342 LOT#5 lots into the existing CITY CFD, or other funding source as described in VTM COA #83, as described in Section 22 of this AGREEMENT.

**EXHIBIT B - SUBDIVISION 9342  
SURETY SUBMITTED RELATIVE TO ASSOCIATED IMPROVEMENTS**

1. Geotechnical Corrective Grading Plans, inclusive of installation of species exclusion fencing and tree removal
  - a. Performance Bond \$8,954,475
  - b. Labor & Materials Bond \$8,954,475
  
2. Rough Grading Plans, inclusive of all Project-level retaining walls, as itemized in Exhibit A2
  - a. Performance Bond \$10,000,000
  - b. Labor & Materials Bond \$10,000,000
  
3. Backbone Storm Drain System Plans
  - a. Performance Bond \$1,612,000
  - b. Labor & Materials Bond \$ 806,000
  
4. Central Channel Storm Drain Improvement Plans
  - a. Performance Bond \$1,182,000
  - b. Labor & Materials Bond \$ 591,000
  
5. Purdue Road Improvement Plans, inclusive of Purdue Road Backbone Storm Drain System Plans
  - a. Performance Bond \$1,029,000
  - b. Labor & Materials Bond \$ 514,500
  
6. Faria Preserve Parkway Phase 1 Improvement Plans, inclusive of “for Storm Drain Construction Only” Improvement Plans
  - a. Performance Bond \$2,793,000
  - b. Labor & Materials Bond \$1,396,500
  
7. Faria Preserve Parkway Phase 2 Improvement Plans
  - a. Performance Bond \$2,265,000
  - b. Labor & Materials Bond \$1,132,500
  
8. Tree Mitigation & Replacement
  - a. Performance Bond \$ 282,325
  - b. Labor & Materials Bond \$ 141,162.50
  
9. J-Ditch Bond (Bonds to be provided per Section 13)
  - a. Performance Bond \$394,490
  - b. Labor & Materials Bond \$394,490

**EXHIBIT C – V-DITCH LOCATION EXHIBIT**



# EXHIBIT C

**LEGEND:**  
 - - - - - Proposed V-ditch on ground plan  
 - - - - - V-ditch on the map  
 - - - - - Topographic Discontinuity  
 - - - - - Approx. Elevation - 4,390 LF  
 - - - - - Approx. Elevation - 105 LF  
 - - - - - for Watersheds



DATE: APR 2018 DRAWN BY: AME PROJ ENGR: PERCIVAL PROJ MGR: LHM		<b>Carlson, Barbee &amp; Gibson, Inc.</b> CIVIL ENGINEERS • SURVEYORS • PLANNERS 2020 Capital Center, Suite 200 • San Ramon, CA 94583 (925) 391-5500 www.carlsonbarbee.com	SUBDIVISION 0342 <b>V-DITCH LOCATION EXHIBIT</b> CITY OF SAN RAMON CALIFORNIA	SHEET NUMBER: 1 TOTAL SHEETS: 13 (18-090)
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