

**FALLON VILLAGE
GEOLOGIC HAZARD ABATEMENT
DISTRICT (GHAD) MEETING
Tuesday, December 15, 2015, 7:00 P.M.
DUBLIN CIVIC CENTER, 100 Civic Plaza
A G E N D A**

- *Agendas and Staff Reports are posted on the City's Internet Website (www.dublin.ca.gov)*
- *Agendas may be picked up at the District Clerk's Office for no charge, or to request information on being placed on the annual subscription list, please call 833-6650.*

1. CALL TO ORDER

2. PUBLIC COMMENTS

At this time, the public is permitted to address the Board on non-agendized items. Please step to the podium and clearly state your name for the record. COMMENTS SHOULD NOT EXCEED THREE (3) MINUTES. In accordance with State Law, no action or discussion may take place on any item not appearing on the posted agenda. The Board may respond to statements made or questions asked, or may request Staff to report back at a future meeting concerning the matter. Any member of the public may contact the District Clerk's Office related to the proper procedure to place an item on a future GHAD Board agenda. The exceptions under which the Board MAY discuss and/or take action on items not appearing on the agenda are contained in Government Code Section 54954.2(b)(1)(2)(3).

3. CONSENT CALENDAR

3.1. Minutes of the June 2, 2015 Joint Geologic Hazard Abatement District (GHAD) Meeting for Fallon Village GHAD

The GHAD Board will consider approval of the minutes of the June 2, 2015 Joint GHAD meeting for the Fallon Village GHAD.

STAFF RECOMMENDATION:

Approve the minutes of the June 2, 2015 Joint GHAD meeting for the Fallon Village GHAD.

4. NEW BUSINESS

4.1. Acceptance of Property from Braddock and Logan Group II, L.P. and Dublin RE Investors, LLC
Construction of GHAD improvements within the Fallon Village (Positano) development is complete with the exception of Bioretention Cell No. 4. In accordance with the Plan of Control, the Developer is requesting to transfer property and ownership responsibility to the GHAD. The request is to transfer 21 tax parcels, encompassing approximately 222.5 acres of land.

STAFF RECOMMENDATION:

Adopt the **Resolution** Accepting Property from Braddock and Logan Group II, L.P. and Dublin RE Investors, LLC., and Authorizing the District Manager to accept the Grant Deeds.

5. OTHER BUSINESS - Brief INFORMATION ONLY reports from Board Members and/or Staff.

6. ADJOURNMENT

This AGENDA is posted in accordance with Government Code Section 54954.2(a)

If requested, pursuant to Government Code Section 54953.2, this agenda shall be made available in appropriate alternative formats to persons with a disability, as required by Section 202 of the Americans with Disabilities Act of 1990 (42 U.S.C. Section 12132), and the federal rules and regulations adopted in implementation thereof. To make a request for disability-related modification or accommodation, please contact the District Clerk's Office (925) 833-6650 at least 72 hours in advance of the meeting.

**STAFF REPORT
FALLON VILLAGE
GEOLOGIC HAZARD
ABATEMENT DISTRICT**

**DISTRICT CLERK
File #610-10**

DATE: December 15, 2015
TO: Honorable President and Board of Directors
FROM: Christopher L. Foss, GHAD District Manager 
SUBJECT: Minutes of the June 2, 2015 Joint GHAD Meeting for the Fallon Village GHAD
Prepared by Caroline P. Soto, District Clerk

EXECUTIVE SUMMARY:

The Geologic Hazard Abatement District (GHAD) Board will consider approval of the minutes of the June 2, 2015 Joint GHAD meeting for the Fallon Village GHAD.

FINANCIAL IMPACT:

None.

RECOMMENDATION:

Approve the minutes of the June 2, 2015 Joint GHAD meeting for the Fallon Village GHAD.

DESCRIPTION:

The GHAD Board will consider approval of the minutes of the June 2, 2015 Joint GHAD meeting for the Fallon Village GHAD.

NOTICING REQUIREMENTS/PUBLIC OUTREACH:

None.

ATTACHMENTS: 1. Draft Minutes of the June 2, 2015 Joint GHAD Meeting for Fallon Village GHAD

**MINUTES OF THE
JOINT GEOLOGIC HAZARD ABATEMENT DISTRICTS (GHAD)**

**FALLON CROSSING GHAD
FALLON VILLAGE GHAD
SCHAEFER RANCH GHAD**

JUNE 2, 2015

1. ROLL CALL

The meeting was called to order at 5:55 p.m.

PRESENT: District Boardmembers Biddle, Gupta, Wehrenberg, and President Haubert

ABSENT: District Boardmember Hart



2. PUBLIC COMMENTS

No comments were made by any member of the public at this time.



3. CONSENT CALENDAR

6:10 p.m. Items 3.1 through 3.5

On motion of Boardmember Gupta, seconded by Boardmember Biddle and by unanimous vote (Boardmember Hart absent), the District Boards took the following actions:

Approved (3.1) minutes of the May 20, 2014 Joint GHAD meeting.

Adopted (3.2)

RESOLUTION NO. 1 - 15

**APPROVING AN AGREEMENT WITH ENGEO INCORPORATED
FOR CONSULTING SERVICES
(FALLON CROSSING GHAD)**

RESOLUTION NO. 1 - 15

**APPROVING AN AGREEMENT WITH ENGEO INCORPORATED
FOR CONSULTING SERVICES
(FALLON VILLAGE GHAD)**

RESOLUTION NO. 1 - 15

**APPROVING AN AGREEMENT WITH ENGEO INCORPORATED
FOR CONSULTING SERVICES
(SCHAEFER RANCH GHAD)**

Adopted (3.3)

RESOLUTION NO. 2 - 15

**APPROVING A POLICY GOVERNING CONTRACTING AND PURCHASING
AUTHORITY AND PROCEDURES FOR THE DISTRICT
(FALLON VILLAGE GHAD)**

RESOLUTION NO. 2 - 15

**APPROVING A POLICY GOVERNING CONTRACTING AND PURCHASING
AUTHORITY AND PROCEDURES FOR THE DISTRICT
(FALLON CROSSING GHAD)**

Adopted (3.4)

RESOLUTION NO. 3 - 15

**APPROVING THE AGREEMENT WITH MEYERS, NAVE, RIBACK, SILVER, AND WILSON
FOR LEGAL SERVICES AND APPOINTING ADAM U. LUNDGREN AS DISTRICT COUNSEL**

Approved (3.5) the minutes of the August 19, 2014 Schaefer Ranch GHAD meeting.

4. PUBLIC HEARINGS

Proposed Fiscal Year 2015-16 Budget for the GHADs

5:55 p.m. 4.1

President Haubert opened the public hearing.

Shawn Costello, Dublin resident, provided public comment on this item.

President Haubert closed the public hearing.

On motion of Boardmember Cm. Gupta, seconded by Vm. Biddle and by unanimous vote (Boardmember Hart absent), the District Board adopted

RESOLUTION NO. 3 - 15

ADOPTING A BUDGET FOR THE
FALLON VILLAGE GEOLOGIC HAZARD ABATEMENT DISTRICT
FOR FISCAL YEAR 2015-16

RESOLUTION NO. 2 - 15

ADOPTING A BUDGET FOR THE
SCHAEFER RANCH GEOLOGIC HAZARD ABATEMENT DISTRICT
FOR FISCAL YEAR 2015-16

RESOLUTION NO. 4 - 15

ADOPTING A BUDGET FOR THE
FALLON CROSSING GEOLOGIC HAZARD ABATEMENT DISTRICT
FOR FISCAL YEAR 2015-16

_____◆_____

5. **OTHER BUSINESS**-Brief information only reports from Board Members and/or Staff.

There were no reports made.

_____◆_____

6. **ADJOURNMENT**

There being no further business to come before the Board, the meeting was adjourned at 6:10 p.m.

Minutes prepared by Caroline P. Soto, District Clerk.

Board President

ATTEST: _____
District Clerk

**STAFF REPORT
FALLON VILLAGE
GEOLOGIC HAZARD
ABATEMENT DISTRICT**

**DISTRICT CLERK
File #360-60**

DATE: December 15, 2015

TO: Honorable President and Board of Directors

FROM: Christopher L. Foss, GHAD District Manager 

SUBJECT: Acceptance of Property from Braddock and Logan Group II, L.P. and Dublin RE Investors, LLC.
Prepared by Eric Harrell, GHAD Services Consultant

EXECUTIVE SUMMARY:

Construction of Geologic Hazard Abatement District (GHAD) improvements within the Fallon Village (Positano) development is complete with the exception of Bioretention Cell No. 4. In accordance with the Plan of Control, the Developer is requesting to transfer property and ownership responsibility to the GHAD. The request is to transfer 21 tax parcels, encompassing approximately 222.5 acres of land.

FINANCIAL IMPACT:

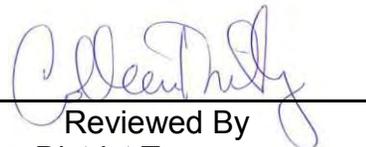
Acceptance of the GHAD property will transfer the ownership and maintenance responsibility from the Developer, Braddock and Logan Group II, L.P. and Dublin RE Investors, LLC., to the GHAD. Maintenance costs, and all other GHAD costs, will be paid from revenue generated from the assessments levied on residential and non-residential parcels within the Fallon Village GHAD boundary. Assessments were levied starting in Fiscal Year 2008-09.

RECOMMENDATION:

District Staff recommends that the Board Adopt the **Resolution** Accepting Property from Braddock and Logan Group II, L.P. and Dublin RE Investors, LLC., and Authorizing the District Manager to accept the Grant Deeds.



Submitted By
District Engineer



Reviewed By
District Treasurer

DESCRIPTION:

The Fallon Village Geologic Hazard Abatement District (GHAD) was formed in December 2007 with the approval of Dublin City Council Resolution 216-07. The adopted Plan of Control is dated May 8, 2007 with a revised date of July 3, 2013. The Plan of Control describes geologic hazards, provides a plan for prevention, mitigation, abatement, and control of geologic hazards, and identifies the parcels that will be conveyed to the GHAD. The Plan of Control also describes the process for conveyance of property and transfer of responsibility from the Fallon Village (Positano) developer to the GHAD.

Over the last several years, the City of Dublin accepted multiple GHAD improvements within the Positano Development. Improvements include slopes, four bioretention cells, emergency vehicle access roads, maintenance roads, vegetation management, open space drainage improvements, trails, and subdrains. Once the GHAD parcels are transferred from the developer, Braddock and Logan Group II, L.P. and Dublin RE Investors, LLC., to the Fallon Village GHAD, all improvements within the GHAD parcels will be maintained by the GHAD as described in the Plan of Control with the exception of Bioretention Cell No. 4, which is discussed below. The cost of on-going maintenance and control of geologic hazards will be funded by assessments levied on residential and non-residential parcels within the Fallon Village GHAD boundary.

Properties Being Transferred

Braddock and Logan Group II, L.P. and Dublin RE Investors, LLC. is granting 21 parcels within Positano Development to the GHAD. The total area of these properties is approximately 222.5 acres, consisting of hillside open space, drainage swales, and bioretention basins. The authority that allows the GHAD to accept title to these properties is the California Public Resources Code (Section 26577), which states "A district may purchase, lease, obtain an option upon, acquire by gift, grant, bequest, or devise, or otherwise acquire any property or any interest in property."

Bioretention Cell No 4.

Bioretention Cell No. 4 is located at the southeast corner of Croak Road and South Terracina Drive, on Parcel A of Tract 8109 (APN 985-0109-001). Bioretention Cell No. 4 is currently being used as a temporary stormwater detention basin. Prior to recording the deed to transfer ownership of the parcel containing Bioretention Cell No. 4, Braddock and Logan Group II, L.P. will either convert it from a detention basin to a bioretention cell, which provides stormwater treatment of runoff from the adjacent residential development, or they will enter into an agreement with the Fallon Village GHAD to guarantee conversion at a future date. Braddock and Logan Group II, L.P. will fund the construction necessary to convert Bioretention Cell No. 4. A draft Improvement Agreement between the Fallon Village GHAD and Braddock and Logan Group II, L.P. for the completion of Bioretention No. 4 is included as an attachment to this report. Staff recommends that the Board approve the agreement and authorize the GHAD Manager to execute the agreement in the event that the transfer of ownership occurs prior to Braddock and Logan Group II, L.P. completing the conversion of Bioretention Cell No. 4.

In addition to the conversion of Bioretention Cell No. 4, Braddock and Logan Group II, L.P. is completing maintenance and repair of other improvements identified by GHAD staff. The GHAD Manager or designee will verify completion of these repairs prior to acceptance by the GHAD of monitoring, maintenance, and ownership responsibilities.

Current and planned landscape improvements within the GHAD-owned parcels will not be funded or maintained by the Fallon Village GHAD. In addition, the GHAD will not fund or maintain any of the existing or planned irrigation systems on the GHAD-owned parcels including the costs for water or electricity. Funding for these facilities is by the developer or homeowners association.

NOTICING REQUIREMENTS/PUBLIC OUTREACH:

None required.

- ATTACHMENTS:**
1. Resolution Accepting Property from Braddock and Logan Group II, L.P. and Dublin RE Investors, LLC
 2. Exhibit A to Resolution – Location Map
 3. Exhibit B to Resolution – Grant Deeds
 4. Exhibit C to Resolution - Improvement Agreement – Biocell #4, Lot A of Tract 8109

RESOLUTION NO. _____-15

**A RESOLUTION OF THE BOARD OF DIRECTORS OF THE FALLON VILLAGE
GEOLOGIC HAZARD ABATEMENT DISTRICT**

**ACCEPTING PROPERTY FROM BRADDOCK AND LOGAN GROUP II, L.P. AND
DUBLIN RE INVESTORS, LLC, AND AUTHORIZING THE DISTRICT MANAGER
TO ACCEPT THE GRANT DEEDS**

WHEREAS, California Public Resources Code section 26577 authorizes the District to acquire interests in real property; and

WHEREAS, the Plan of Control that was presented to the Board of Directors with the formation documents for the District anticipated that title to the open space parcels would be transferred from the Fallon Village Developer to the District following the construction of improvements and the expiration of a warranty period; and

WHEREAS, Staff for the District has reviewed the formation documents and advised the Board of Directors that the Developer has satisfied its necessary obligations for the transfer of title of the open space parcels; and

WHEREAS, the District will verify completion of construction, maintenance, and repair of improvements by Braddock and Logan Group II, L.P. prior to recordation of the Grant Deeds; and

WHEREAS, Braddock and Logan Group II, L.P. has filed with the Fallon Village Geologic Hazard Abatement District an Improvement Agreement, Biocell #4, Lot A of Tract 8109, to construct required improvements to convert Bioretention Cell No. 4 from a temporary detention basin to a permanent bioretention cell, and with the improvement plans attached thereto; and

WHEREAS, the District will verify completion of the conversion of Bioretention Cell No. 4 from a temporary stormwater detention basin to a permanent bioretention cell by Braddock and Logan Group II, L.P. prior to recordation of the Grant Deed for Parcel A of Tract 8109.

NOW THEREFORE, BE IT RESOLVED that the Board of Directors of the Fallon Village Geologic Hazard Abatement District approves the Improvement Agreement Biocell #4, Lot A of Tract 8109.

BE IT FURTHER RESOLVED that the Board of Directors of the Fallon Village Geologic Hazard Abatement District authorizes the District Manager to make minor modifications to the Improvement Agreement and related exhibits attached to the Improvement Agreement and execute said Improvement Agreement, Biocell #4, Lot A of Tract 8109, attached hereto as Exhibit "C."

BE IT FURTHER RESOLVED that the Board of Directors of the Fallon Geologic Hazard Abatement District authorize the District Manager to accept Grant Deeds, direct the District Clerk to record the Grant Deeds and this Resolution of Acceptance, and take such other actions as may be necessary for the District to accept title to the open space property depicted and described as the following Assessor's Parcel Numbers:

985-0028-007-13
985-0028-007-14
985-0054-008-02
985-0054-010
985-0073-001-02
985-0075-007
985-0075-014
985-0075-015
985-0075-016
985-0076-002-02
985-0076-003
985-0076-004
985-0076-005
985-0076-006
985-0086-008
985-0086-009
985-0086-010
985-0086-011
985-0086-015
985-0101-001
985-0109-001

in the attached Exhibit A, pursuant to the Grant Deeds attached as Exhibit B.

PASSED, APPROVED AND ADOPTED this 15th day of December, 2015, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Board President

ATTEST:

District Clerk

RECORDING REQUESTED BY:

Fallon Village Geologic Hazard
Abatement District (GHAD)

No fee for recording pursuant to
Government Code Section 27383

WHEN RECORDED MAIL TO:

CITY OF DUBLIN
Attn: GHAD Clerk
100 Civic Plaza
Dublin, CA 94568

THIS SPACE FOR RECORDER'S USE ONLY

GRANT DEED

BRADDOCK & LOGAN GROUP II, L.P.

AND

DUBLIN RE INVESTORS, LLC

AFFECTING ASSESSORS PARCEL NUMBERS:

985-0028-007-13, 985-0028-007-14

985-0054-008-02, 985-0054-010

985-0075-007, 985-0075-014, 985-0075-015, 985-0075-016

985-0076-002-02, 985-0076-003, 985-0076-004, 985-0076-005, 985-0076-006

985-0086-008, 985-0086-009, 985-0086-010, AND 985-0086-011

DUBLIN, CA

THIS PAGE HERE TO PROVIDE ADEQUATE SPACE FOR RECORDING INFORMATION
(Government Code 27361.6)

GRANT DEED

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,

Braddock & Logan Group II, LP, a California Limited Partnership, and Dublin RE Investors, LLC, California Limited Liability Company (GRANTOR)

hereby GRANTS to

Fallon Village Geologic Hazard Abatement District (GHAD), a political subdivision of California (GRANTEE)

The following described property in the City of Dublin, County of Alameda, State of California:

THAT LAND DESCRIBED IN EXHIBIT 'A'
ATTACHED HERETO AND MADE A PART HEAROF.

The purpose of this Grant is for GHAD to perform its duties as described in the GHAD Plan of Control.

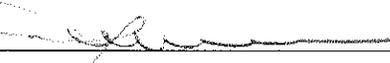
GRANTOR:

Braddock & Logan Group II, LP
a California limited partnership

Dublin RE Investors, LLC
a California limited liability company

By: Its General Partner

By: Its Managing Member

By: 

By: 

Jeff Lawrence

Jeff Lawrence

Typed or Printed Name

Typed or Printed Name

V.P.
Title

V.P.
Title

8/4/15
Date

8/4/15
Date

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.

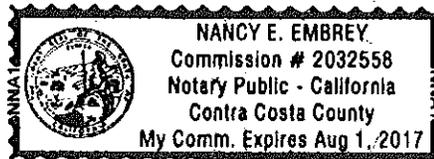
State of California
County of Contra Costa

On August 4, 2015 before me, Nancy E. Embrey, Notary Public
(insert name and title of the officer)

personally appeared Jeff Lawrence
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 Nancy E. Embrey (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.

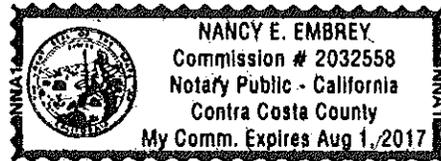
State of California
County of Contra Costa)

On August 4, 2015 before me, Nancy E. Embrey, Notary Public
(insert name and title of the officer)

personally appeared Jeff Lawrence,
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 Nancy E Embrey (Seal)

EXHIBIT A

DESCRIPTION

ALL THOSE CERTAIN PARCELS OF REAL PROPERTY SITUATED IN THE CITY OF DUBLIN, ALAMEDA COUNTY, STATE OF CALIFORNIA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

PARCEL 18, AS SHOWN ON TRACT 7281, RECORDED IN BOOK 277 OF MAPS, AT PAGES 82 THROUGH 88, ALAMEDA COUNTY RECORDS, EXCEPTING THE PORTION DEDICATED TO THE CITY OF DUBLIN AS DESCRIBED IN DOCUMENT NUMBER 2007-168692, ALAMEDA COUNTY RECORDS;

PARCEL 2 AS DESCRIBED IN DOCUMENT NUMBER 2010-268179, ALAMEDA COUNTY RECORDS;

PARCELS J, K AND J-1, AS SHOWN ON TRACT 7854, RECORDED IN BOOK 303 OF MAPS, AT PAGES 6 THROUGH 15, ALAMEDA COUNTY RECORDS;

PARCEL L, AS SHOWN ON TRACT 7855, RECORDED IN BOOK 305 OF MAPS, AT PAGES 97 THROUGH 107, ALAMEDA COUNTY RECORDS;

PARCEL A, AS DESCRIBED IN LOT LINE ADJUSTMENT LLA-12-05, RECORDED AS DOCUMENT NUMBER 2012-417383, ALAMEDA COUNTY RECORDS;

PARCEL B, AS DESCRIBED IN LOT LINE ADJUSTMENT LLA-12-05, RECORDED AS DOCUMENT NUMBER 2012-417384, ALAMEDA COUNTY RECORDS;

GHAD PARCEL 1 AND GHAD PARCEL 2, AS SHOWN ON PARCEL MAP 10049, RECORDED IN BOOK 318 OF PARCEL MAPS, AT PAGES 1 THROUGH 8, ALAMEDA COUNTY RECORDS;

APN'S 985-0054-008-02, 985-0054-010, 985-0076-002-02, 985-0076-003, 985-0076-004, 985-0076-005, 985-0076-006, 985-0075-007, 985-0075-014, 985-0075-015, 985-0075-016, 985-0028-007-13, 985-0028-007-14, 985-0086-008, 985-0086-009, 985-0086-010 AND 985-0086-011

END OF DESCRIPTION

PREPARED BY

IAN MACDONALD
LICENSED LAND SURVEYOR NO. 8817
(EXP 12/31/15)
STATE OF CALIFORNIA



6/24/15
DATE

MACKAY & SOMPS
CIVIL ENGINEERING • LAND PLANNING • LAND SURVEYING
5142 Franklin Drive Suite B, Pleasanton, CA. 94588-3355
(925) 225-0690

RECORDING REQUESTED BY:

Fallon Village Geologic Hazard
Abatement District (GHAD)

No fee for recording pursuant to
Government Code Section 27383

WHEN RECORDED MAIL TO:

CITY OF DUBLIN
Attn: GHAD Clerk
100 Civic Plaza
Dublin, CA 94568

THIS SPACE FOR RECORDER'S USE ONLY

GRANT DEED

BRADDOCK & LOGAN GROUP II, L.P.

AFFECTING ASSESSORS PARCEL NUMBERS:

985-0073-001-02 AND 985-0101-001

DUBLIN, CA

THIS PAGE HERE TO PROVIDE ADEQUATE SPACE FOR RECORDING INFORMATION
(Government Code 27361.6)

GRANT DEED

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,

Braddock & Logan Group II, LP, a California Limited Partnership, (GRANTOR)

hereby GRANTS to

Fallon Village Geologic Hazard Abatement District (GHAD), a political subdivision of California (GRANTEE)

The following described property in the City of Dublin, County of Alameda, State of California:

THAT LAND DESCRIBED IN EXHIBIT 'A'
ATTACHED HERETO AND MADE A PART HEAROF.

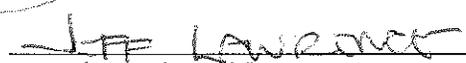
The purpose of this Grant is for GHAD to perform its duties as described in the GHAD Plan of Control.

GRANTOR:

Braddock & Logan Group II, LP
a California limited partnership

By: Its General Partner

By:  _____

 _____
Typed or Printed Name

 _____
Title

 _____
Date

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.

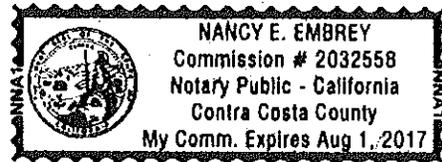
State of California
County of Contra Costa)

On August 4, 2015 before me, Nancy E. Embrey, Notary Public
(insert name and title of the officer)

personally appeared Jeff Lawrence
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 Nancy E. Embrey (Seal)

EXHIBIT A

DESCRIPTION

ALL THOSE CERTAIN PARCELS OF REAL PROPERTY SITUATED IN THE CITY OF DUBLIN, ALAMEDA COUNTY, STATE OF CALIFORNIA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

PARCEL A, AS SHOWN ON TRACT 7853, RECORDED IN BOOK 303 OF MAPS, AT PAGES 1 THROUGH 5, ALAMEDA COUNTY RECORDS, EXCEPTING THE PORTION DEDICATED TO THE CITY OF DUBLIN AS DESCRIBED IN DOCUMENT NUMBER 2011-367545, ALAMEDA COUNTY RECORDS;

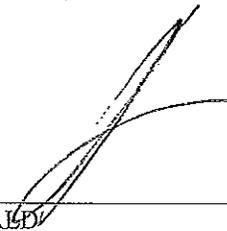
PARCEL A, AS SHOWN ON TRACT 8105, RECORDED IN BOOK 323 OF MAPS, AT PAGES 11 THROUGH 16, ALAMEDA COUNTY RECORDS

EXCEPTING THERE FROM THE AREA DEDICATED TO THE CITY OF DUBLIN AS PARCEL 1 AS DESCRIBED IN SERIES NUMBER 2011367545, ALAMEDA COUNTY RECORDS

APN'S 985-0073-001-02 AND 985-0101-001

END OF DESCRIPTION

PREPARED BY


IAN MACDONALD
LICENSED LAND SURVEYOR NO. 8817
(EXP 12/31/15)
STATE OF CALIFORNIA



2/10/15
DATE

MACKAY & SOMPS

CIVIL ENGINEERING • LAND PLANNING • LAND SURVEYING
5142 Franklin Drive Suite B, Pleasanton, CA. 94588-3355
(925) 225-0690

RECORDING REQUESTED BY:

Fallon Village Geologic Hazard
Abatement District (GHAD)

No fee for recording pursuant to
Government Code Section 27383

WHEN RECORDED MAIL TO:

CITY OF DUBLIN
Attn: GHAD Clerk
100 Civic Plaza
Dublin, CA 94568

THIS SPACE FOR RECORDER'S USE ONLY

GRANT DEED

DUBLIN RE INVESTORS, LLC

AFFECTING ASSESSORS PARCEL NUMBERS:

985-0086-015

DUBLIN, CA

THIS PAGE HERE TO PROVIDE ADEQUATE SPACE FOR RECORDING INFORMATION
(Government Code 27361.6)

GRANT DEED

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,

Dublin RE Investors, LLC, California Limited Liability Company (GRANTOR)

hereby GRANTS to

Fallon Village Geologic Hazard Abatement District (GHAD), a political subdivision of California (GRANTEE)

The following described property in the City of Dublin, County of Alameda, State of California:

THAT LAND DESCRIBED IN EXHIBIT 'A'
ATTACHED HERETO AND MADE A PART HEAROF.

The purpose of this Grant is for GHAD to perform its duties as described in the GHAD Plan of Control.

GRANTOR:
Dublin RE Investors, LLC
a California limited liability company

By: Its Managing Member

By:  _____

JOE LAWRENCE
Typed or Printed Name

VP
Title

8/4/15
Date

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 August 4, 2015 before me, Nancy E. Embrey, Notary Public
(insert name and title of the officer)

personally appeared Jeff Lawrence
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 Nancy E. Embrey (Seal)

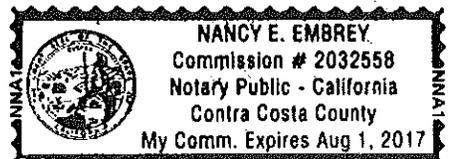


EXHIBIT A

DESCRIPTION

ALL THAT REAL PROPERTY SITUATED IN THE CITY OF DUBLIN, ALAMEDA COUNTY,
STATE OF CALIFORNIA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

PARCEL A, AS SHOWN ON TRACT 8108, RECORDED IN BOOK 323 OF MAPS, AT PAGES 58
THROUGH 67, ALAMEDA COUNTY RECORDS;

APN 985-0086-015 .

END OF DESCRIPTION

PREPARED BY



IAN MACDONALD
LICENSED LAND SURVEYOR NO. 8817
(EXP 12/31/15)
STATE OF CALIFORNIA



2/11/15
DATE

MACKAY & SOMPS

CIVIL ENGINEERING • LAND PLANNING • LAND SURVEYING
5142 Franklin Drive Suite B, Pleasanton, CA. 94588-3355
(925) 225-0690

RECORDING REQUESTED BY:

Fallon Village Geologic Hazard
Abatement District (GHAD)

No fee for recording pursuant to
Government Code Section 27383

WHEN RECORDED MAIL TO:

CITY OF DUBLIN
Attn: GHAD Clerk
100 Civic Plaza
Dublin, CA 94568

THIS SPACE FOR RECORDER'S USE ONLY

GRANT DEED

DUBLIN RE INVESTORS, LLC

AFFECTING ASSESSORS PARCEL NUMBERS:

985-0109-001

DUBLIN, CA

THIS PAGE HERE TO PROVIDE ADEQUATE SPACE FOR RECORDING INFORMATION
(Government Code 27361.6)

GRANT DEED

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,

Dublin RE Investors, LLC, California Limited Liability Company (GRANTOR)

hereby GRANTS to

Fallon Village Geologic Hazard Abatement District (GHAD), a political subdivision of California (GRANTEE)

The following described property in the City of Dublin, County of Alameda, State of California:

THAT LAND DESCRIBED IN EXHIBIT 'A'
ATTACHED HERETO AND MADE A PART HEAROF.

The purpose of this Grant is for GHAD to perform its duties as described in the GHAD Plan of Control.

GRANTOR:
Dublin RE Investors, LLC
a California limited liability company

By: Its Managing Member

By: _____

J.P. LAWRENCE
Typed or Printed Name

V.P.
Title

8/4/15
Date

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.

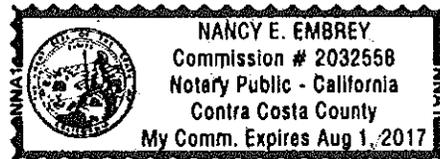
State of California
County of Contra Costa)

On August 4, 2015 before me, Nancy E. Embrey, Notary Public
(insert name and title of the officer)

personally appeared Jeff Lawrence,
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 Nancy E Embrey (Seal)

EXHIBIT A

DESCRIPTION

ALL THAT REAL PROPERTY SITUATED IN THE CITY OF DUBLIN, ALAMEDA COUNTY,
STATE OF CALIFORNIA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

PARCEL A, AS SHOWN ON TRACT 8109, RECORDED IN BOOK 323 OF MAPS, AT PAGES 84
THROUGH 89, ALAMEDA COUNTY RECORDS;

APN 985-0109-001

END OF DESCRIPTION

PREPARED BY


IAN MACDONALD
LICENSED LAND SURVEYOR NO. 8817
(EXP 12/31/15)
STATE OF CALIFORNIA



2/11/15
DATE

MACKAY & SOMPS
CIVIL ENGINEERING • LAND PLANNING • LAND SURVEYING
5142 Franklin Drive Suite B, Pleasanton, CA. 94588-3355
(925) 225-0690

**IMPROVEMENT AGREEMENT
BIOCELL #4, LOT A OF TRACT 8109**

This agreement is made and entered into this _____ day of _____, 2015, by and between the Fallon Village Geological Hazard Abatement District ("GHAD") and _____, a _____ ("Developer").

RECITALS

WHEREAS, it has been determined by the GHAD Board of Directors that Developer, desires to install the improvements regarding the conversion of a detention basin to a stormwater treatment basin on Lot A of Tract 8109 (the "Improvements"). The Improvements are generally described in the "Scope of Work for Biocell #4, Tract 8109" attached hereto as Exhibit A. The Improvements are required by those certain plans for said development entitled;

- _____;
- _____;
- _____;
- _____; and

now on file in the office of the Dublin City Engineer, which are hereby referred to for a more definite and distinct description of the work to be performed under this Agreement as though set forth at length herein; and

WHEREAS, Developer intends to satisfactorily complete the Improvements within the time hereinafter specified, and GHAD intends to accept Developer's offer(s) of dedication of the Improvements in consideration for Developer's satisfactory performance of the terms and conditions of this Agreement; and

WHEREAS, GHAD has determined that the portion of the Improvements that will be accepted by GHAD are a public works subject to California prevailing wage requirements:

NOW, THEREFORE, in consideration of the mutual promises, conditions and covenants herein contained, the parties agree as follows:

1. Completion Time.

Developer will commence construction of the Improvements within thirty (30) days following the date on which the City of Dublin issues a sitework or grading permit for the Improvements. Developer shall complete said work not later than one year following said date. Time is of the essence in this Agreement. Upon completion, Developer shall furnish GHAD with a complete and reproducible set of final Record Drawings of the Improvements, including any modifications made during construction.

2. Estimated Cost of Improvements.

The estimated cost of constructing the Improvements required by this Agreement is agreed to be as follows:

- Conversion of detention basin to stormwater treatment basin \$175,000.00.

Said amount includes costs and reasonable expenses and fees which may be incurred in enforcing the obligation secured.

3. Bonds Furnished.

Concurrently with the execution of this Agreement, Developer shall furnish GHAD with the following security in a form satisfactory to GHAD:

A. Faithful Performance. Either a cash deposit, a corporate surety bond issued by a company duly and legally licensed to conduct a general surety business in the State of California, or an instrument of credit equivalent to one hundred per cent (100%) of the estimate set forth in Paragraph 2 and sufficient to assure GHAD that the Improvements will be satisfactorily completed.

B. Labor and Materials. Either a cash deposit, a corporate surety bond issued by a company duly and legally licensed to conduct a general surety business in the State of California, or an instrument of credit equivalent to one-hundred per cent (100%) of the estimate set forth in Paragraph 2 and sufficient to assure GHAD that Developer's contractors, subcontractors, and other persons furnishing labor, materials, or equipment shall be paid therefore.

GHAD shall be the sole indemnitee named on any instrument required by this Agreement. Any instrument or deposit required herein shall conform to the provisions of Chapter 5 of the Subdivision Map Act.

4. Insurance Required.

Prior to commencing construction of the Improvements, Developer shall obtain or cause to be obtained and filed with GHAD, all insurance required under this paragraph prior to the commencement of work under this Agreement, Developer's general contractor shall obtain or cause to be obtained and filed with the District Manager or designee, all insurance required under this paragraph. Developer shall not allow any contractor or subcontractor to commence work on this contract or subcontract until all insurance required for Developer and Developer's general contractor shall have been so obtained and approved. Said insurance shall be maintained in full force and effect until the completion of work under this Agreement and the final acceptance thereof by GHAD. All requirements herein provided shall appear either in the body of the insurance policies or as endorsements and shall specifically bind the insurance carrier.

A. Minimum Scope of Insurance. Coverage shall be at least as broad as:

1) Insurance Services Office form number GL 0002 (Ed. 1/73) covering comprehensive General Liability and Insurance Services Office form number GL 0404 covering Broad Form Comprehensive General Liability; or Insurance Services Office Commercial General Liability coverage ("occurrence" form CG 0001.)

2) Insurance Services Office form number CA 0001 (Ed. 1/78) covering Automobile Liability, code 1 "any auto" and endorsement CA 0025.

3) Workers' Compensation insurance as required by the Labor Code of the State of California and Employers Liability Insurance.

B. Minimum Limits of Insurance. Developer shall maintain limits no less than:

1) General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage. If commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.

2) Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage.

3) Workers' Compensation and Employers Liability: Workers' compensation limits as required by the Labor Code of the State of California and Employers Liability limits of \$1,000,000 per accident.

C. Deductibles and Self-Insurance Retentions. Any deductibles or self-insured retentions must be declared to and approved by GHAD. At the option of GHAD, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects GHAD, its officers, officials and employees; or Developer shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

D. Other Insurance Provisions. The policies are to contain, or be endorsed to contain, the following provisions:

1) General Liability and Automobile Liability Coverages.

a) GHAD, its officers, agents, officials, employees and volunteers shall be named as additional insureds as respects: liability arising out of activities performed by or on behalf of Developer; products and completed operations of Developer; premises owned, occupied or used by Developer; or automobiles owned, leased, hired or borrowed by Developer. The coverage shall contain no special limitations on the scope of the protection afforded to GHAD, its officers, officials, employees or volunteers.

- b) Developer's insurance coverage shall be primary insurance as respects GHAD, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by GHAD, its officers, officials, employees or volunteers shall be excess of the Developer's insurance and shall not contribute with it.
- c) Any failure to comply with reporting provisions of the policies shall not affect coverage provided to GHAD, its officers, officials, employees or volunteers.
- d) Developer's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

2) Workers' Compensation and Employers Liability Coverage.

The insurer shall agree to waive all rights of subrogation against GHAD, its officers, officials, employees and volunteers for losses arising from work performed by Developer for GHAD.

3) All Coverages.

Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, cancelled by either party, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to GHAD.

- a) Acceptability of Insurers. Insurance is to be placed with insurers with a Bests' rating of no less than A:VII.
- b) Verification of Coverage. Developer shall furnish GHAD with certificates of insurance and with original endorsements effecting coverage required by this clause. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements are to be received and approved by GHAD before work commences. GHAD reserves the right to require complete, certified copies of all required insurance policies, at any time.
- c) Subcontractors. Developer and/or Developer's general contractor shall include all subcontractors as insureds under its policies or shall obtain separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

5. Work Performance and Guarantee.

Except as otherwise expressly provided in this Agreement, and excepting only items of routine maintenance, ordinary wear and tear and unusual abuse or neglect, Developer guarantees all work executed by Developer and/or Developer's agents, and all supplies, materials and devices of whatsoever nature incorporated in, or attached to the work, or otherwise delivered to GHAD as a part of the work pursuant to this Agreement, to be free of all defects of workmanship and materials for a period of one (1) year after initial acceptance of the entire work by GHAD. Developer shall repair or replace any or all such work or material, together with all or any other work or materials which may be displaced or damaged in so doing, that may prove defective in workmanship or material within said one-year guarantee period without expense or charge of any nature whatsoever to GHAD. Developer further covenants and agrees that when defects in workmanship and materials actually appear during the one-year guarantee period, and have been corrected, the guarantee period for the defected items shall automatically be extended for an additional year from the date of the completion of the repair to insure that such defects have actually been corrected.

In the event Developer shall fail to comply with the conditions of the foregoing guarantee within thirty (30) days time, after being notified of the defect in writing, GHAD shall have the right, but shall not be obligated, to repair or obtain the repair of the defect, and Developer shall pay to GHAD on demand all costs and expense of such repair. Notwithstanding anything herein to the contrary, in the event that any defect in workmanship or material covered by the foregoing guarantee results in a condition which constitutes an immediate hazard to the public health, safety, or welfare, GHAD shall have the right to immediately repair, or cause to be repaired, such defect, and Developer shall pay to GHAD on demand all costs and expense of such repair. The foregoing statement relating to hazards to health and safety shall be deemed to include either temporary or permanent repairs which may be required as determined in the sole discretion and judgment of GHAD.

If GHAD, at its sole option, makes or causes to be made the necessary repairs or replacements or performs the necessary work, Developer shall pay, in addition to actual costs and expenses of such repair or work, fifty percent (50%) of such costs and expenses for overhead, and interest at the maximum rate of interest permitted by law, accruing thirty (30) days from the date of billing for such work or repairs.

6. Inspection of the Work.

Developer shall guarantee free access to GHAD through its District Engineer and designated representative for the safe and convenient inspection of the work throughout its construction. Said GHAD representative shall have the authority to reject all materials and workmanship which are not in accordance with the plans and specifications, and all such materials and or work shall be removed promptly by Developer and replaced to the satisfaction of GHAD without any expense to GHAD in strict accordance with the improvement plans and specifications.

7. Agreement Assignment.

This Agreement shall not be assigned by Developer without the written consent of GHAD.

8. Abandonment of Work.

Neither Developer nor any of Developer's agents or contractors are or shall be considered to be agents of GHAD in connection with the performance of Developer's obligations under this Agreement.

If Developer refuses or fails to obtain prosecution of the work, or any severable part thereof, or fails to complete such work within the time specified herein, with such diligence as will insure its completion within the time specified, or any extension thereof, or fails to obtain completion of said work within such time, or if Developer should be adjudged as bankrupt, or should make a general assignment for the benefit of Developer's creditors, or if a receiver should be appointed, or if Developer, or any of Developer's contractors, subcontractors, agents or employees should violate any of the provisions of this Agreement, the GHAD through its District Engineer may serve written notice on Developer and Developer's surety or holder of other security of breach of this Agreement, or of any portion, thereof, and default of Developer.

In the event of any such notice of breach of this Agreement, Developer's surety shall have the duty to take over and complete the Improvements herein specified; provided, however, that if the surety, within thirty (30) days after the serving upon it of such notice of breach, does not give GHAD written notice of its intention to take over the performance of the contract, and does not commence performance thereof within thirty (30) days after notice to GHAD of such election, GHAD may take over the work and prosecute the same to completion, by contract or by any other method GHAD may deem advisable, for the account and at the expense of Developer and Developer's surety shall be liable to GHAD for any damages and/or reasonable and documented excess costs occasioned by GHAD thereby; and, in such event, GHAD, without liability for so doing, may take possession of, and utilize in completing the work, such materials appliances, plant and other property belonging to Developer as may be on the site of the work and necessary therefore.

All notices herein required shall be in writing, and delivered in person or sent by registered mail, postage prepaid.

Notices required to be given to GHAD shall be addressed as follows:

Fallon Village GHAD
District Engineer
100 Civic Plaza
Dublin, CA 94568

Notices required to be given to Developer shall be addressed as follows:

Notices required to be given surety of Developer shall be addressed as follows:

Any party or the surety may change such address by notice in writing to the other party and thereafter notices shall be addressed and transmitted to the new address.

9. Use of Improvements.

At all times prior to the final acceptance of the work by GHAD, the use of any or all improvements within the work to be performed under this Agreement shall be at the sole and exclusive risk of Developer.

10. Safety Devices.

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

11. Acceptance of Work.

Upon notice of the completion of the Improvements and the delivery of a set of final as-built plans to GHAD by Developer, GHAD, through its District Engineer or designated representative, shall examine the Improvements without delay, and, if found to be in accordance with said plans and specifications and this Agreement, and upon submittal of a warranty bond in the amount of 25% of the estimated cost of the Improvements, shall accept the work and, upon such acceptance, shall notify Developer or his designated agents of such acceptance. GHAD shall release any and all security provided by Developer in the manner described in Section 66499.7 of the Subdivision Map Act.

12. Patent and Copyright Costs.

In the event that said plans and specifications require the use of any material, process or publication which is subject to a duly registered patent or copyright, Developer shall be liable for, and shall indemnify GHAD from any fees, costs or litigation expenses, including attorneys' fees and court costs, which may result from the use of said patented or copyrighted material, process or publication.

13. Alterations in Plans and Specifications.

Any alteration or alterations made in the plans and specifications which are a part of this Agreement or any provision of this Agreement shall not operate to release any surety or sureties from liability on any bond or bonds attached hereto and made a part hereof, and

consent to make such alterations is hereby given, and the sureties to said bonds hereby waive the provisions of Section 2819 of the Civil Code of the State of California.

14. Liability.

A. Developer Primarily Liable. Developer hereby warrants that the design and construction of the Improvements will not adversely affect any portion of adjacent properties and that all work will be performed in a proper manner. Developer agrees to indemnify, defend, release, and save harmless GHAD, and each of its elective and appointive boards, commissions, officers agents and employees, from and against any and all loss, claims, suits, liabilities, actions, damages, or causes of action of every kind, nature and description, directly or indirectly arising from an act or omission of Developer, its employees, agents, or independent contractors in connection with Developer's actions and obligations hereunder; provided as follows:

- 1) That GHAD does not, and shall not, waive any rights against Developer which it may have by reason of the aforesaid hold harmless agreement, because of the acceptance by GHAD, or the deposit with GHAD by Developer, of any of the insurance policies described in Paragraph 4 hereof.
- 2) That the aforesaid hold harmless agreement by Developer shall apply to all damages and claims for damages of every kind suffered, or alleged to have been suffered, by reason of any of the aforesaid operations referred to in this paragraph, regardless of whether or not GHAD has prepared, supplied, or approved of plans and/or specifications for the Improvements, or regardless of whether or not such insurance policies shall have been determined to be applicable to any of such damages or claims for damages.

B. Design Defect. If, in the opinion of GHAD, a design defect in the work of improvement becomes apparent during the course of construction, or within one (1) year following acceptance by GHAD of the Improvements, Developer shall, upon order by GHAD, correct said design defect at his sole cost and expense, and the sureties under the Faithful Performance and Labor and Materials Bonds shall be liable to GHAD for the corrective work required.

C. Litigation Expenses. In the event that legal action is instituted by either party to this Agreement, and said action seeks damages for breach of this Agreement or seeks to specifically enforce the terms of this Agreement, and, in the event judgment is entered in said action, the prevailing party shall be entitled to recover its attorneys' fees and court costs. If GHAD is the prevailing party, GHAD shall also be entitled to recover its attorney's fees and costs in any action against Developer's surety on the bonds provided under paragraph 3.

15. Recitals.

The foregoing Recitals are true and correct and are made a part hereof.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement in duplicate at Dublin, California, the day and year first above written.

GHAD

By: _____
District Manager

ATTEST:

District Clerk

DEVELOPER

By: V.P.

Braddock & Logan Group II, L.P.

2374095.1

ACKNOWLEDGMENT

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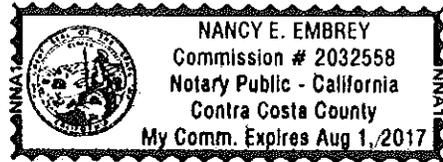
State of California
County of Contra Costa)

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(insert name and title of the officer)

personally appeared Jeff Lawrence
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 Nancy E. Embrey (Seal)

COST ESTIMATE
FALLON VILLAGE - NEIGHBORHOOD E2
Conversion of Basin #4 from detention to SWQ Bio-retention
TRACT 8109 - CITY OF DUBLIN

ITEM	QUANTITY	UNIT	DESCRIPTION	UNIT PRICE	AMOUNT
A. BIO-RETENTION CELL FINISH WORK					
1.	20,910	SF	Removal of sediment / Finish Grading	0.25	\$5,228
2.	775	CY	Class 2 Rock material	18.00	13,950
3.	1,160	CY	Import Soil Mix	23.00	26,680
4.	20,910	SF	Geomat under rock	0.30	6,273
5.	800	LF	6" PVC Perforated Subdrain	10.00	8,000
6.	1	LS	Inlet structure and outlet structure at Bio-Cell #4	5,000.00	5,000
7.	20,910	SF	Finish Landscape, irrigation and mulch	4.50	94,095
ESTIMATED TOTAL CONSTRUCTION WORK:					\$159,226
CONTINGENCY (10%):					\$15,923
ESTIMATED TOTAL W/ CONTINGENCY:					\$175,148

NOTES

1. This estimate is prepared as a guide only and is subject to possible change. It has been prepared to a standard of accuracy which, to the best of our knowledge and judgment, is sufficient to satisfy our understanding of the purposes of this estimate. MacKay & Somps makes no warranty, either expressed or implied, as to the accuracy of this estimate.
2. This estimate does not consider the following:
 - a. Land costs, acquisition of Right of Way, easements.
 - b. Fees for assessment, lighting & landscaping, GHAD, Mello Roos districts or the like.
 - c. Fencing
 - d. Costs associated with offhaul of any excess dirt or materials.
 - e. City fees.
 - f. Phased construction or out of regular sequence construction.
 - g. Costs associated with Endangered Species and Wildlife Conservation.
 - h. Cost associated with Corps of Engineers, Fish and Game, Fish and Wildlife and Wetlands
3. Costs presented herein represent an opinion based on historical information. No provision has been made for inflation.

Prepared by the firm of
MACKAY & SOMPS



INSCO INSURANCE SERVICES, INC.
 Underwriting Manager for:
Developers Surety and Indemnity Company
Indemnity Company of California
 17771 Cowan, Suite 100 • Irvine, California 92614 • (800) 782-1546
www.InscoDico.com

**SUBDIVISION IMPROVEMENTS
 PERFORMANCE BOND**

BOND NO. 724690S
 \$ 2,100.00 premium is for
 a term of two year(s)

KNOW ALL MEN BY THESE PRESENTS:

That we, Braddock & Logan Group II, LP, as Principal,
 and Developers Surety and Indemnity Company, a corporation organized and doing business
 under and by virtue of the laws of the State of Iowa and duly licensed
 to conduct a general surety business in the State of California as Surety, are held and firmly bound unto the Fallon Village
GHAD as Obligee, in the penal sum of One Hundred Seventy Five Thousand and 00/100

(\$ 175,000.00*****) Dollars, for which payment, well and truly to be made, we bind ourselves, our heirs, successors, executors
 and administrators, jointly and severally firmly by these presents.

THE CONDITION OF THE OBLIGATION IS SUCH THAT:

Whereas the Obligee and Principal have entered into an agreement whereby Principal agrees to install and complete certain
 designated public improvements, which agreement, identified as Scope of Work for Biocel #4, Tract 8109,
 is hereby referred to and made a part hereof; and

Whereas, said Principal is required under the terms of said agreement to furnish a bond for the faithful performance of said
 agreement.

Now therefore, the condition of this obligation is such that if the above bounden Principal, his or its heirs, executors,
 administrators, successors or assigns, shall in all things stand to and abide by, well and truly keep and perform the covenants,
 conditions and provisions in the said agreement and any alteration thereof made as therein provided, on his or their part, to be
 kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning,
 and shall indemnify and save harmless Obligee, its officers, agents and employees, as therein stipulated, then this obligation shall
 become null and void; otherwise it shall be and remain in full force and effect.

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

The Surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the agreement
 or to the work to be performed thereunder or the specifications accompanying the same shall in anywise affect its obligations on
 this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the agreement
 or to the work or to the specifications.

In witness whereof, this instrument has been duly executed by the Principal and Surety above named on, August 3, 2015.

PRINCIPAL: Braddock & Logan Group II, L.P.

SURETY: Developers Surety and Indemnity Company

Joseph E. Raphe
 Joseph E. Raphe - President

Susan Long
 Susan Long Attorney-in-Fact

POWER OF ATTORNEY FOR
DEVELOPERS SURETY AND INDEMNITY COMPANY
INDEMNITY COMPANY OF CALIFORNIA
PO Box 19725, IRVINE, CA 92623 (949) 263-3300

KNOW ALL BY THESE PRESENTS that except as expressly limited, DEVELOPERS SURETY AND INDEMNITY COMPANY and INDEMNITY COMPANY OF CALIFORNIA, do each hereby make, constitute and appoint:

Michael D. Mirsky, John V. Stock, Katherine D. Voss, Susan Long, jointly or severally

as their true and lawful Attorney(s)-in-Fact, to make, execute, deliver and acknowledge, for and on behalf of said corporations, as sureties, bonds, undertakings and contracts of suretyship giving and granting unto said Attorney(s)-in-Fact full power and authority to do and to perform every act necessary, requisite or proper to be done in connection therewith as each of said corporations could do, but reserving to each of said corporations full power of substitution and revocation, and all of the acts of said Attorney(s)-in-Fact, pursuant to these presents, are hereby ratified and confirmed.

This Power of Attorney is granted and is signed by facsimile under and by authority of the following resolutions adopted by the respective Boards of Directors of DEVELOPERS SURETY AND INDEMNITY COMPANY and INDEMNITY COMPANY OF CALIFORNIA, effective as of January 1st, 2008.

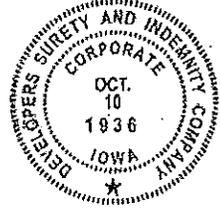
RESOLVED, that a combination of any two of the Chairman of the Board, the President, Executive Vice-President, Senior Vice-President or any Vice President of the corporations be, and that each of them hereby is, authorized to execute this Power of Attorney, qualifying the attorney(s) named in the Power of Attorney to execute, on behalf of the corporations, bonds, undertakings and contracts of suretyship; and that the Secretary or any Assistant Secretary of either of the corporations be, and each of them hereby is, authorized to attest the execution of any such Power of Attorney;

RESOLVED, FURTHER, that the signatures of such officers may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures shall be valid and binding upon the corporations when so affixed and in the future with respect to any bond, undertaking or contract of suretyship to which it is attached.

IN WITNESS WHEREOF, DEVELOPERS SURETY AND INDEMNITY COMPANY and INDEMNITY COMPANY OF CALIFORNIA have severally caused these presents to be signed by their respective officers and attested by their respective Secretary or Assistant Secretary this January 1st, 2008.

By: Daniel Young
Daniel Young, Vice-President

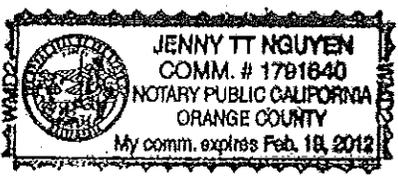
By: Stephen T. Pale
Stephen T. Pale, Senior Vice-President



State of California
County of Orange

On August 13th, 2008 before me, Jenny TT Nguyen, Notary Public
Date Here Insert Name and Title of the Officer

personally appeared Daniel Young and Stephen T. Pale
Name(s) of Signer(s)



Place Notary Seal Above

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 Jenny TT Nguyen
Jenny TT Nguyen, Notary Public

CERTIFICATE

The undersigned, as Secretary or Assistant Secretary of DEVELOPERS SURETY AND INDEMNITY COMPANY or INDEMNITY COMPANY OF CALIFORNIA, does hereby certify that the foregoing Power of Attorney remains in full force and has not been revoked and, furthermore, that the provisions of the resolutions of the respective Boards of Directors of said corporations set forth in the Power of Attorney are in force as of the date of this Certificate.

This Certificate is executed in the City of Irvine, California, this 3rd day of August, 2015

By: Gregg Okura
Gregg Okura, Assistant Secretary

CALIFORNIA ALL-PURPOSE 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 August 3, 2015 before me, Carole P. Lurie, Notary Public,
Date Insert Name of Notary exactly as it appears on the official seal

personally appeared Susan Long

Name(s) of Signer(s)



Place Notary Seal Above

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

Carole P. Lurie
Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of the form to another document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____

Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

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

RIGHT THUMBPRINT
OF SIGNER

Top of thumb here

Signer is Representing: _____

Signer's Name: _____

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

RIGHT THUMBPRINT
OF SIGNER

Top of thumb here

Signer is Representing: _____

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.

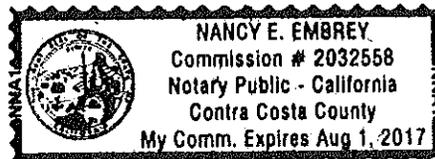
State of California
County of Contra Costa)

On August 4, 2015 before me, Nancy E. Embrey, Notary Public
(insert name and title of the officer)

personally appeared Joseph E. Raphel
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 Nancy E. Embrey (Seal)



INSCO INSURANCE SERVICES, INC.
 Underwriting Manager for:
Developers Surety and Indemnity Company
Indemnity Company of California
 17771 Cowan, Suite 100 • Irvine, California 92614 • (800) 782-1546
www.InscoDico.com

**SUBDIVISION IMPROVEMENTS
 LABOR AND MATERIAL BOND**

BOND NO. 724690
 PREMIUM INCLUDED IN
 PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS:

That we, Braddock & Logan Group II, LP, as Principal,
 and Developers Surety and Indemnity Company, a corporation organized and doing business
 under and by virtue of the laws of the State of Iowa and duly licensed
 to conduct a general surety business in the State of California as Surety, are held and firmly bound unto the Fallon Village
 GHAD as Obligee, in the penal sum of One Hundred Seventy Five Thousand and 00/1000 (\$175,000.00*****) DOLLARS,
 for which payment, well and truly to be made, we find ourselves, our heirs, executors and successors, jointly and severally firmly by these
 presents.

THE CONDITION OF THE OBLIGATION IS SUCH THAT:

Whereas, the above-named Principal, has entered into an agreement which is made a part of this bond, with the Fallon Village GHAD,
Fallon Village GHAD, State of California, as Obligee, for the designated public
 improvements in the subdivision identified as Scop of Work for Biocel #4, Tract 8109
 _____, as required by the Government Code of California.

Whereas, under the terms of said agreement, principal is required before entering upon the performance of the work, to file a good and
 sufficient payment bond with the _____ to secure the claims
 to which reference is made in Title 3 (commencing with Section 9000) of Part 6 of Division 4 of the Civil Code of the State of California.

Now, therefore, said principal and the undersigned, as surety, are held firmly bound unto the Fallon Village GHAD
Fallon Village GHAD and all contractors, subcontractors, laborers, materialmen and other persons
 employed in the performance of the aforesaid agreement and referred to in the aforesaid Civil Code of the State of California for material fur-
 nished or labor thereon of any kind, or for amounts due under the Unemployment Insurance Act with respect to such work or labor, that said
 surety will pay the same in an amount not exceeding the penal sum hereinabove set forth, and also in case suit is brought upon this bond, will
 pay, in addition to the penal sum thereof, costs and reasonable expenses and fees, including reasonable attorney's fees, incurred by _____
Fallon Village GHAD in successfully enforcing such obligation, to be awarded and fixed by the court,
 and to be taxed as costs and to be included in the judgement therein rendered.

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

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

The Surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of said agreement or the
 specifications accompanying the same shall in any manner affect its obligations on this bond, and it does hereby waive notice of any such
 change, extension, alteration or addition.

In witness whereof, this instrument has been duly executed by the principal and surety above named, on _____
August 3, 2015

PRINCIPAL: **Braddock & Logan Group II, L.P.**

SURETY: **Developers Surety and Indemnity Company**

Joseph E. Raphael
 Joseph E. Raphael - President

Susan Long
 Susan Long Attorney-in-Fact

POWER OF ATTORNEY FOR
DEVELOPERS SURETY AND INDEMNITY COMPANY
INDEMNITY COMPANY OF CALIFORNIA
PO Box 19725, IRVINE, CA 92623 (949) 263-3300

KNOW ALL BY THESE PRESENTS that except as expressly limited, DEVELOPERS SURETY AND INDEMNITY COMPANY and INDEMNITY COMPANY OF CALIFORNIA, do each hereby make, constitute and appoint:

Michael D. Mirsky, John V. Stock, Katherine D. Voss, Susan Long, jointly or severally

as their true and lawful Attorney(s)-in-Fact, to make, execute, deliver and acknowledge, for and on behalf of said corporations, as sureties, bonds, undertakings and contracts of suretyship giving and granting unto said Attorney(s)-in-Fact full power and authority to do and to perform every act necessary, requisite or proper to be done in connection therewith as each of said corporations could do, but reserving to each of said corporations full power of substitution and revocation, and all of the acts of said Attorney(s)-in-Fact, pursuant to these presents, are hereby ratified and confirmed.

This Power of Attorney is granted and is signed by facsimile under and by authority of the following resolutions adopted by the respective Boards of Directors of DEVELOPERS SURETY AND INDEMNITY COMPANY and INDEMNITY COMPANY OF CALIFORNIA, effective as of January 1st, 2008.

RESOLVED, that a combination of any two of the Chairman of the Board, the President, Executive Vice-President, Senior Vice-President or any Vice President of the corporations be, and that each of them hereby is, authorized to execute this Power of Attorney, qualifying the attorney(s) named in the Power of Attorney to execute, on behalf of the corporations, bonds, undertakings and contracts of suretyship; and that the Secretary or any Assistant Secretary of either of the corporations be, and each of them hereby is, authorized to attest the execution of any such Power of Attorney;

RESOLVED, FURTHER, that the signatures of such officers may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures shall be valid and binding upon the corporations when so affixed and in the future with respect to any bond, undertaking or contract of suretyship to which it is attached.

IN WITNESS WHEREOF, DEVELOPERS SURETY AND INDEMNITY COMPANY and INDEMNITY COMPANY OF CALIFORNIA have severally caused these presents to be signed by their respective officers and attested by their respective Secretary or Assistant Secretary this January 1st, 2008.

By: *Daniel Young*
Daniel Young, Vice-President

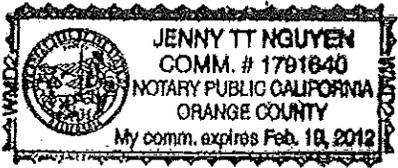
By: *Stephen T. Pate*
Stephen T. Pate, Senior Vice-President



State of California
County of Orange

On August 13th, 2008 before me, Jenny TT Nguyen, Notary Public
Date Here Insert Name and Title of the Officer

personally appeared Daniel Young and Stephen T. Pate
Name(s) of Signer(s)



Place Notary Seal Above

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/hier/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 *Jenny TT Nguyen*
Jenny TT Nguyen, Notary Public

CERTIFICATE

The undersigned, as Secretary or Assistant Secretary of DEVELOPERS SURETY AND INDEMNITY COMPANY or INDEMNITY COMPANY OF CALIFORNIA, does hereby certify that the foregoing Power of Attorney remains in full force and has not been revoked and, furthermore, that the provisions of the resolutions of the respective Boards of Directors of said corporations set forth in the Power of Attorney are in force as of the date of this Certificate.

This Certificate is executed in the City of Irvine, California, this 3rd day of August, 2015

By: *Gregg Okura*
Gregg Okura, Assistant Secretary

CALIFORNIA ALL-PURPOSE 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 August 3, 2015 before me, Carole P. Lurie, Notary Public,
Date Insert Name of Notary exactly as it appears on the official seal

personally appeared Susan Long
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 Carole P. Lurie
Signature of Notary Public



Place Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of the form to another document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

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

RIGHT THUMBPRINT
OF SIGNER

Top of thumb here

Signer is Representing: _____

Signer's Name: _____

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

RIGHT THUMBPRINT
OF SIGNER

Top of thumb here

Signer is Representing: _____

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)

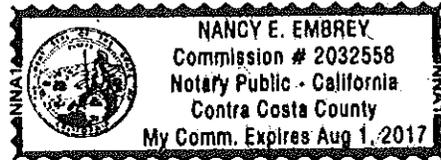
On August 9, 2015 before me, Nancy E. Embrey, Notary Public
(insert name and title of the officer)

personally appeared Joseph E. Raphael,
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 Nancy E. Embrey (Seal)



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BUSINESS AUTO EXTENSION ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

GENERAL DESCRIPTION OF COVERAGE – This endorsement broadens coverage. However, coverage for any injury, damage or medical expenses described in any of the provisions of this endorsement may be excluded or limited by another endorsement to the Coverage Part, and these coverage broadening provisions do not apply to the extent that coverage is excluded or limited by such an endorsement. The following listing is a general coverage description only. Limitations and exclusions may apply to these coverages. Read all the provisions of this endorsement and the rest of your policy carefully to determine rights, duties, and what is and is not covered.

- | | |
|---|---|
| A. BROAD FORM NAMED INSURED | H. HIRED AUTO PHYSICAL DAMAGE – LOSS OF USE – INCREASED LIMIT |
| B. BLANKET ADDITIONAL INSURED | I. PHYSICAL DAMAGE – TRANSPORTATION EXPENSES – INCREASED LIMIT |
| C. EMPLOYEE HIRED AUTO | J. PERSONAL EFFECTS |
| D. EMPLOYEES AS INSURED | K. AIRBAGS |
| E. SUPPLEMENTARY PAYMENTS – INCREASED LIMITS | L. NOTICE AND KNOWLEDGE OF ACCIDENT OR LOSS |
| F. HIRED AUTO – LIMITED WORLDWIDE COVERAGE – INDEMNITY BASIS | M. BLANKET WAIVER OF SUBROGATION |
| G. WAIVER OF DEDUCTIBLE – GLASS | N. UNINTENTIONAL ERRORS OR OMISSIONS |

PROVISIONS

A. BROAD FORM NAMED INSURED

The following is added to Paragraph A.1., **Who Is An Insured**, of SECTION II – LIABILITY COVERAGE:

Any organization you newly acquire or form during the policy period over which you maintain 50% or more ownership interest and that is not separately insured for Business Auto Coverage. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier.

B. BLANKET ADDITIONAL INSURED

The following is added to Paragraph c. in A.1., **Who Is An Insured**, of SECTION II – LIABILITY COVERAGE:

Any person or organization who is required under a written contract or agreement between you and that person or organization, that is signed and

executed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, to be named as an additional insured is an "insured" for Liability Coverage, but only for damages to which this insurance applies and only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Section II.

C. EMPLOYEE HIRED AUTO

1. The following is added to Paragraph A.1., **Who Is An Insured**, of SECTION II – LIABILITY COVERAGE:

An "employee" of yours is an "insured" while operating an "auto" hired or rented under a contract or agreement in that "employee's" name, with your permission, while performing duties related to the conduct of your business.

COMMERCIAL AUTO

2. The following replaces Paragraph b. in B.5., Other Insurance, of SECTION IV – BUSINESS AUTO CONDITIONS:

b. For Hired Auto Physical Damage Coverage, the following are deemed to be covered "autos" you own:

- (1) Any covered "auto" you lease, hire, rent or borrow; and
- (2) Any covered "auto" hired or rented by your "employee" under a contract in that individual "employee's" name, with your permission, while performing duties related to the conduct of your business.

However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

D. EMPLOYEES AS INSURED

The following is added to Paragraph A.1., Who Is An Insured, of SECTION II – LIABILITY COVERAGE:

Any "employee" of yours is an "insured" while using a covered "auto" you don't own, hire or borrow in your business or your personal affairs.

E. SUPPLEMENTARY PAYMENTS – INCREASED LIMITS

1. The following replaces Paragraph A.2.a.(2), of SECTION II – LIABILITY COVERAGE:

(2) Up to \$3,000 for cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.

2. The following replaces Paragraph A.2.a.(4), of SECTION II – LIABILITY COVERAGE:

(4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to \$500 a day because of time off from work.

F. HIRED AUTO – LIMITED WORLDWIDE COVERAGE – INDEMNITY BASIS

The following replaces Subparagraph (5) in Paragraph B.7., Policy Period, Coverage Territory, of SECTION IV – BUSINESS AUTO CONDITIONS:

(5) Anywhere in the world, except any country or jurisdiction while any trade sanction, embargo, or similar regulation imposed by the United States of America applies to and prohibits the transaction of business with or

within such country or jurisdiction, for Liability Coverage for any covered "auto" that you lease, hire, rent or borrow without a driver for a period of 30 days or less and that is not an "auto" you lease, hire, rent or borrow from any of your "employees", partners (if you are a partnership), members (if you are a limited liability company) or members of their households.

(a) With respect to any claim made or "suit" brought outside the United States of America, the territories and possessions of the United States of America, Puerto Rico and Canada:

(i) You must arrange to defend the "insured" against, and investigate or settle any such claim or "suit" and keep us advised of all proceedings and actions.

(ii) Neither you nor any other involved "insured" will make any settlement without our consent.

(iii) We may, at our discretion, participate in defending the "insured" against, or in the settlement of, any claim or "suit".

(iv) We will reimburse the "insured" for sums that the "insured" legally must pay as damages because of "bodily injury" or "property damage" to which this insurance applies, that the "insured" pays with our consent, but only up to the limit described in Paragraph C., Limit Of Insurance, of SECTION II – LIABILITY COVERAGE.

(v) We will reimburse the "insured" for the reasonable expenses incurred with our consent for your investigation of such claims and your defense of the "insured" against any such "suit", but only up to and included within the limit described in Paragraph C., Limit Of Insurance, of SECTION II – LIABILITY COVERAGE, and not in addition to such limit. Our duty to make such payments ends when we have used up the applicable limit of insurance in payments for damages, settlements or defense expenses.

(b) This insurance is excess over any valid and collectible other insurance available

to the "insured" whether primary, excess contingent or on any other basis.

- (c) This insurance is not a substitute for required or compulsory insurance in any country outside the United States, its territories and possessions, Puerto Rico and Canada.

You agree to maintain all required or compulsory insurance in any such country up to the minimum limits required by local law. Your failure to comply with compulsory insurance requirements will not invalidate the coverage afforded by this policy, but we will only be liable to the same extent we would have been liable had you complied with the compulsory insurance requirements.

- (d) It is understood that we are not an admitted or authorized insurer outside the United States of America, its territories and possessions, Puerto Rico and Canada. We assume no responsibility for the furnishing of certificates of insurance, or for compliance in any way with the laws of other countries relating to insurance.

G. WAIVER OF DEDUCTIBLE – GLASS

The following is added to Paragraph D., Deductible, of SECTION III – PHYSICAL DAMAGE COVERAGE:

No deductible for a covered "auto" will apply to glass damage if the glass is repaired rather than replaced.

H. HIRED AUTO PHYSICAL DAMAGE – LOSS OF USE – INCREASED LIMIT

The following replaces the last sentence of Paragraph A.4.b., Loss Of Use Expenses, of SECTION III – PHYSICAL DAMAGE COVERAGE:

However, the most we will pay for any expenses for loss of use is \$65 per day, to a maximum of \$750 for any one "accident".

I. PHYSICAL DAMAGE – TRANSPORTATION EXPENSES – INCREASED LIMIT

The following replaces the first sentence in Paragraph A.4.a., Transportation Expenses, of SECTION III – PHYSICAL DAMAGE COVERAGE:

We will pay up to \$50 per day to a maximum of \$1,500 for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type.

J. PERSONAL EFFECTS

The following is added to Paragraph A.4., Coverage Extensions, of SECTION III – PHYSICAL DAMAGE COVERAGE:

Personal Effects

We will pay up to \$400 for "loss" to wearing apparel and other personal effects which are:

- (1) Owned by an "insured"; and
- (2) In or on your covered "auto".

This coverage applies only in the event of a total theft of your covered "auto".

No deductibles apply to this Personal Effects coverage.

K. AIRBAGS

The following is added to Paragraph B.3., Exclusions, of SECTION III – PHYSICAL DAMAGE COVERAGE:

Exclusion 3.a. does not apply to "loss" to one or more airbags in a covered "auto" you own that inflate due to a cause other than a cause of "loss" set forth in Paragraphs A.1.b. and A.1.c., but only:

- a. If that "auto" is a covered "auto" for Comprehensive Coverage under this policy;
- b. The airbags are not covered under any warranty; and
- c. The airbags were not intentionally inflated.

We will pay up to a maximum of \$1,000 for any one "loss".

L. NOTICE AND KNOWLEDGE OF ACCIDENT OR LOSS

The following is added to Paragraph A.2.a., of SECTION IV – BUSINESS AUTO CONDITIONS:

Your duty to give us or our authorized representative prompt notice of the "accident" or "loss" applies only when the "accident" or "loss" is known to:

- (a) You (if you are an individual);
- (b) A partner (if you are a partnership);
- (c) A member (if you are a limited liability company);
- (d) An executive officer, director or insurance manager (if you are a corporation or other organization); or
- (e) Any "employee" authorized by you to give notice of the "accident" or "loss".

M. BLANKET WAIVER OF SUBROGATION

The following replaces Paragraph A.5., **Transfer Of Rights Of Recovery Against Others To Us**, of SECTION IV – BUSINESS AUTO CONDITIONS:

5. Transfer Of Rights Of Recovery Against Others To Us

We waive any right of recovery we may have against any person or organization to the extent required of you by a written contract signed and executed prior to any "accident" or "loss", provided that the "accident" or "loss" arises out of operations contemplated by

such contract. The waiver applies only to the person or organization designated in such contract.

N. UNINTENTIONAL ERRORS OR OMISSIONS

The following is added to Paragraph B.2., **Concealment, Misrepresentation, Or Fraud**, of SECTION IV – BUSINESS AUTO CONDITIONS:

The unintentional omission of, or unintentional error in, any information given by you shall not prejudice your rights under this insurance. However this provision does not affect our right to collect additional premium or exercise our right of cancellation or non-renewal.

POLICY NUMBER: Y630110D7723TIL15

COMMERCIAL GENERAL LIABILITY
ISSUE DATE: 4/1/2015

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

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

Fallon Village GHAD
District Engineer
100 Civic Plaza
Dublin, CA 94568

Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage", "personal injury" or "advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

- A. In the performance of your ongoing operations; or
- B. In connection with your premises owned by or rented to you.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
7/31/2015

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

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

PRODUCER BB&T - Tanner Insurance Services 4480 Willow Road Pleasanton CA 94588	CONTACT NAME: Stacey Moen PHONE (A/C, No, Ext): 925-598-2028 E-MAIL ADDRESS: smoen@bbandt.com	FAX (A/C, No): 888-770-1945
	INSURER(S) AFFORDING COVERAGE	
INSURED 307BRADDLOG Braddock and Logan Services Inc. Dan Fake P.O. Box 5300 Danville CA 94526	INSURER A: Travelers Property Casualty Co of A	
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** 80777984 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GENL AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y	UB1D850754	6/1/2015	6/1/2016	X WC STATUTORY LIMITS OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000

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

Evidence of Insurance.
Waiver of Subrogation applies to workers compensation if required by written contract per the attached endorsement.
"The attached forms apply as required per written contract or written agreement between the listed parties and the insured, which are subject to the policy provisions. In the absence of such written contract or written agreement the attached forms may not be applicable."

See Attached...

CERTIFICATE HOLDER Fallon Village GHAD District Engineer 100 Civic Plaza Dublin CA 94568	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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ADDITIONAL REMARKS SCHEDULE

AGENCY BB&T - Tanner Insurance Services		NAMED INSURED Braddock and Logan Services Inc. Dan Fake P.O. Box 5300 Danville CA 94526	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
 FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE

RE: Biocell #4, Lot A of Tract 8109 -- Fallon Village
 Named Insured includes: Braddock & Logan Services Group II, LP



WORKERS COMPENSATION
AND
EMPLOYERS LIABILITY POLICY

ENDORSEMENT WC 99 03 76 (A) -

POLICY NUMBER:

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

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule.

The additional premium for this endorsement shall be _____ % of the California workers' compensation premium.

Schedule

Person or Organization

Job Description

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

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

Endorsement Effective
Insured

Policy No.

Endorsement No.
Premium

Insurance Company

Countersigned by _____

DATE OF ISSUE: - -

ST ASSIGN: