

SUBDIVISION AGREEMENT
(Gov. Code, §§ 66462 and 66463)

Subdivision: SD 08-09215
Subdivider: Randolph D. and Roxanne W. Lindsay

Effective Date: January 12, 2010
Completion Period: 2 years

THESE SIGNATURES ATTEST TO THE PARTIES' AGREEMENT HERETO:

CONTRA COSTA COUNTY

Julia R. Bueren, Public Works Director

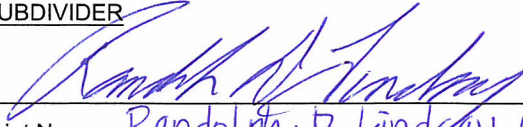
By: _____

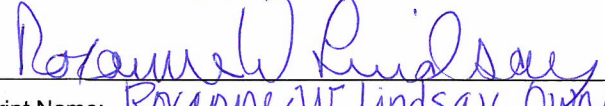
RECOMMENDED FOR APPROVAL:

By: 
Engineering Services Division

FORM APPROVED: Silvano B. Marchesi, County Counsel

SUBDIVIDER


Print Name Randolph D. Lindsay, owner
Print Title Owner


Print Name Roxanne W. Lindsay, Owner
Print Title Owner

[Note: If Subdivider is a corporation, two officers must sign. The first must be the chairman of the board, president or any vice president; the second must be the secretary, assistant secretary, chief financial officer or any assistant treasurer. (Corp. Code, § 313; Civ. Code, § 1190.) If Subdivider is a limited liability company, Subdivider shall sign in the manner required of corporations, or by two managers, or by one manager, pursuant to the articles of organization (see Corp. Code, §§ 17151, 17154, 17157.) If Subdivider is a partnership, any authorized partner may sign. Signatures by Subdivider must be notarized.]

1. PARTIES & DATE. Effective on the above date, the County of Contra Costa, California (hereinafter "County"), and the above-mentioned Subdivider mutually promise and agree as follows concerning this Subdivision:

2. IMPROVEMENTS. Subdivider agrees to install certain road improvements (both public and private), drainage improvements, signs, street lights, fire hydrants, landscaping and such other improvements (including appurtenant equipment) as required in the improvement plans for this Subdivision as reviewed and on file with the Contra Costa County Public Works Department, as required by the Conditions of Approval for this Subdivision, and in conformance with the Contra Costa County Ordinance Code, including future amendments thereto (hereinafter "Ordinance Code").

Subdivider shall complete said improvements (hereinafter "Work") within the above completion period from date hereof, as required by the California Subdivision Map Act (Gov. Code, §§ 66410 et. seq.) in a good workmanlike manner, in accordance with accepted construction practices and in a manner equal or superior to the requirements of the Ordinance Code and rulings made thereunder; and where there is a conflict among the improvement plans, the Conditions of Approval and the Ordinance Code, the stricter requirements shall govern.

3. IMPROVEMENTS SECURITY. Upon executing this Agreement, the Subdivider shall, pursuant to Gov. Code § 66499 and the County Ordinance Code, provide as security to the County:

A. For Performance and Guarantee: \$ 1,280.00 cash, plus additional security, in the amount of \$ 126,720.00, which together total one hundred percent (100%) of the estimated cost of the Work. Such additional security is presented in the form of:

_____ Cash, certified check or cashier's check.
X _____ Acceptable corporate surety bond.
_____ Acceptable irrevocable letter of credit.

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

B. For Payment: Security in the amount: \$ 64,000.00, which is fifty percent (50%) of the estimated cost of the Work. Such security is presented in the form of:

_____ Cash, certified check, or cashier's check
X _____ Acceptable corporate surety bond.
_____ Acceptable irrevocable letter of credit.

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

Upon acceptance of the Work as complete by the Board of Supervisors and upon request of Subdivider, the amounts held as security may be reduced in accordance with Sections 94-4.406 and 94-4.408 of the Ordinance Code.

4. **GUARANTEE AND WARRANTY OF WORK.** Subdivider guarantees that the Work shall be free from defects in material or workmanship and shall perform satisfactorily for a period of one (1) year from and after the Board of Supervisors accepts the Work as complete in accordance with Article 96-4.6, "Acceptance," of the Ordinance Code. Subdivider agrees to correct, repair, or replace, at Subdivider's expense, any defects in said Work.

The guarantee period does not apply to road improvements for private roads that are not to be accepted into the County road system.

5. **PLANT ESTABLISHMENT WORK.** Subdivider agrees to perform plant establishment work for landscaping installed under this Agreement. Said plant establishment work shall consist of adequately watering plants, replacing unsuitable plants, doing weed, rodent and other pest control and other work determined by the Public Works Department to be necessary to ensure establishment of plants. Said plant establishment work shall be performed for a period of one (1) year from and after the Board of Supervisors accepts the Work as complete.

6. **IMPROVEMENT PLAN WARRANTY.** Subdivider warrants the improvement plans for the Work are adequate to accomplish the Work as promised in Section 2 and as required by the Conditions of Approval for the Subdivision. If, at any time before the Board of Supervisors accepts the Work as complete or during the one year guarantee period, said improvement plans prove to be inadequate in any respect, Subdivider shall make whatever changes are necessary to accomplish the Work as promised.

7. **NO WAIVER BY COUNTY.** Inspection of the Work and/or materials, or approval of the Work and/or materials or statement by any officer, agent or employee of the County indicating the Work or any part thereof complies with the requirements of this Agreement, or acceptance of the whole or any part of said Work and/or materials, or payments therefor, or any combination or all of these acts, shall not relieve the Subdivider of its obligation to fulfill this Agreement as prescribed; nor shall the County be thereby stopped from bringing any action for damages arising from the failure to comply with any of the terms and conditions hereof.

8. **INDEMNITY.** Subdivider shall defend, hold harmless and indemnify the indemnitees from the liabilities as defined in this section:

A. The indemnitees benefitted and protected by this promise are the County and its special districts, elective and appointive boards, commissions, officers, agents and employees.

B. The liabilities protected against are any liability or claim for damage of any kind allegedly suffered, incurred or threatened because of actions defined below, and including personal injury, death, property damage, inverse condemnation, or any combination of these, and regardless of whether or not such liability, claim or damage was unforeseeable at any time before County reviewed said improvement plans or accepted the Work as complete, and including the defense of any suit(s), action(s), or other proceeding(s) concerning said liabilities and claims.

C. The actions causing liability are any act or omission (negligent or non-negligent) in connection with the matters covered by this Agreement and attributable to Subdivider, contractor, subcontractor, or any officer, agent, or employee of one or more of them.

D. Non-Conditions. The promise and agreement in this section are not conditioned or dependent on whether or not any indemnitee has prepared, supplied, or approved any plan(s) or specification(s) in connection with this Work or Subdivision, or has insurance or other indemnification covering any of these matters, or that the alleged damage resulted partly from any negligent or willful misconduct of any indemnitee.

9. **COSTS.** Subdivider shall pay, when due, all the costs of the Work, including but not limited to the costs of relocations of existing utilities required thereby; inspections; material checks and tests; and other costs incurred by County staff arising from or related to the Work, and prior to acceptance of the Work as complete or expiration of any applicable warranty periods, whichever is later.

10. **SURVEYS.** Subdivider shall set and establish survey monuments in accordance with the filed map and to the satisfaction of the County Road Commissioner-Surveyor before acceptance of the Work as complete by the Board of Supervisors.

11. **NON-PERFORMANCE AND COSTS.** If Subdivider fails to complete the Work within the time specified in this Agreement, and subsequent extensions, or fails to maintain the Work, County may proceed to complete and/or maintain the Work by contract or otherwise and Subdivider agrees to pay all costs and charges incurred by County (including, but not limited to, engineering, inspection, surveys, contract, overhead, etc.) immediately upon demand.

Once action is taken by County to complete or maintain the Work, Subdivider agrees to pay all costs incurred by County, even if Subdivider subsequently completes the Work.

Should County sue to compel performance under this Agreement or to recover costs incurred in completing or maintaining the Work, Subdivider agrees to pay all attorney's fees, staff costs and all other expenses of litigation incurred by County in connection therewith, even if Subdivider subsequently proceeds to complete the Work.

12. **INCORPORATION/ANNEXATION.** If, before the Board of Supervisors accepts the Work as complete, the Subdivision is included in territory incorporated as a city or is annexed to an existing city, except as provided in this paragraph, County's rights under this Agreement and/or any deposit, bond, or letter of credit securing said rights shall be transferred to the new or annexing city. Such city shall have all the rights of a third party beneficiary against Subdivider, who shall fulfill all the terms of this Agreement as though Subdivider had contracted with the city originally. The provisions of paragraph 8 (Indemnity) shall continue to apply in favor of the indemnitees listed in paragraph 8.A. upon any such incorporation or annexation.

13. **RECORD MAP.** In consideration hereof, County shall allow Subdivider to file and record the final map or parcel map for said Subdivision.

14. **RIGHT OF ENTRY.** Subdivider hereby consents to entry onto the Subdivision property, and onto any other property over which Subdivider has land rights and upon which any portion of the Work is to be installed pursuant to the improvement plans, by County and its forces, including contractors, for the purpose of inspection, and, in the event of non-performance of this Agreement by Subdivider, completion and/or maintenance of the Work.

CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

State of California

County of Contra Costa

On December 1, 2009 before me, Amy W. Holland, Notary Public,
(Here insert name and title of the officer)

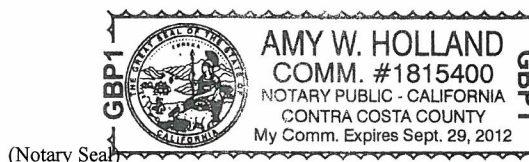
personally appeared Randolph D. and Roxanne W. Lindsay,

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.

Amy W. Holland
Signature of Notary Public



ADDITIONAL OPTIONAL INFORMATION

INSTRUCTIONS FOR COMPLETING THIS FORM

Any acknowledgment completed in California must contain verbiage exactly as appears above in the notary section or a separate acknowledgment form must be properly completed and attached to that document. The only exception is if a document is to be recorded outside of California. In such instances, any alternative acknowledgment verbiage as may be printed on such a document so long as the verbiage does not require the notary to do something that is illegal for a notary in California (i.e. certifying the authorized capacity of the signer). Please check the document carefully for proper notarial wording and attach this form if required.

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

DESCRIPTION OF THE ATTACHED DOCUMENT

Subdivision Agreement
(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages _____ Document Date _____

(Additional information)

CAPACITY CLAIMED BY THE SIGNER

- ☐ Individual (s)
☐ Corporate Officer

(Title)

- ☐ Partner(s)
☐ Attorney-in-Fact
☐ Trustee(s)

☒ Other Owners

Subdivision: 9215
Bond No.: 4375140
Premium: \$3,062.00
Any claim under this Bond should be sent
to the following address:
SureTec Insurance Company
3033 5th Avenue
San Diego, CA 92103

IMPROVEMENT SECURITY BOND
FOR SUBDIVISION AGREEMENT
(Performance, Guarantee and Payment)
(Gov. Code, §§ 66499-66499.10)

1. **RECITAL OF SUBDIVISION AGREEMENT.** The Principal has executed an agreement with the County of Contra Costa (hereinafter "County") to install and pay for street, drainage and other improvements in Subdivision 9215, as specified in the Subdivision Agreement, and to complete said work within the time specified for completion in the Subdivision Agreement, all in accordance with State and local laws and rulings thereunder in order to satisfy conditions for filing of the Final Map or Parcel Map for said subdivision. Under the terms of the Subdivision Agreement, Principal is required to furnish a bond to secure the faithful performance of the Subdivision Agreement and payment to laborers and materialmen.

2. **OBLIGATION.** 1996 Lindsay Living Trust, as Principal,
and SureTec Insurance Company, a corporation organized and existing
under the laws of the State of Texas and authorized to transact surety business in California, as Surety, hereby jointly and
severally bind ourselves, our heirs, executors, administrators, successors and assigns to the County of Contra Costa, California to pay it:

(A. Performance and Guarantee) One Hundred Twenty-Eight Thousand, One Hundred Dollars
(\$128,100.00) for itself or any city assignee under the above Subdivision Agreement.

(B. Payment) One Hundred Twenty-Eight Thousand, One Hundred Dollars
(\$128,100.00) to secure the claims to which reference is made in Title XV (commencing with Section 3082) of Part 4 of Division III of the Civil Code of the
State of California.

3. **CONDITION.** This obligation is subject to the following condition.

A. The condition of this obligation as to Section 2(A) above is such that if the above bounded Principal, his or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and provisions in the said agreement and any alteration thereof made as therein provided, on his or their part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and save harmless the County of Contra Costa (or city assignee), 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 part of the obligation secured hereby and in addition to the face amount specified therefor, there shall be included costs and reasonable expenses and fees, including reasonable attorney's fees, incurred by the County of Contra Costa (or city assignee) in successfully enforcing such obligation, and to be taxed as costs and included in any judgment rendered.

B. The condition of this obligation, as to Section 2(B) above, is such that said Principal and the undersigned as corporate surety are held firmly bound unto the County of Contra Costa and all contractors, subcontractors, laborers, materialmen and other persons employed in the performance of the aforesaid Subdivision Agreement and referred to in the aforesaid Civil Code for materials furnished or labor thereon of any kind, or for amounts due under the Unemployment Insurance Act with respect to this work or labor, and that the Surety will pay the same in an amount not exceeding the amount hereinabove set forth, and also in case suit is brought upon this bond, will pay, in addition to the face amount thereof, costs and reasonable expenses and fees, including reasonable attorney's fees, incurred by the County of Contra Costa (or city assignee) in successfully enforcing such obligation, to be awarded and fixed by the court, and to be taxed as costs and to be included in the judgment therein rendered.

It is hereby expressly stipulated and agreed that this bond shall inure to the benefit of any and all persons, companies, and corporations entitled to file claims under Title 15 (commencing with Section 3082) of Part 4 of Division 3 of the Civil Code, so as to give a right of action to them or their assigns in any suit brought upon this bond.

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

C. No change, extension of time, alteration, or addition to the terms of said Subdivision Agreement or the work to be performed thereunder or any plan or specifications of said work, agreed to by the Principal and the County of Contra Costa (or city assignee) shall relieve any Surety from liability on this bond; and consent is hereby given to make such change, extension of time, alteration or addition without further notice to or consent by Surety; and Surety hereby waives the provisions of Civil Code Section 2819 and holds itself bound without regard to and independently of any action against the Principal whenever taken.

SIGNED AND SEALED on October 23, 2009.

Principal: 1996 Lindsay Living Trust
Address: 2301 Norris Canyon Rd.
San Ramon, CA Zip: 94583

By: RANDOLPH D LINDSAY
PRINT NAME: Roxanne W. Lindsay
Print Name: Roxanne W. Lindsay
Title: Owner

Surety: SureTec Insurance Company
Address: 3033 5th Avenue, #300
San Diego, CA Zip: 92103
By: Sandra R. Black
Print Name: Sandra R. Black
Title: Attorney-in-Fact

[Note: All signatures must be acknowledged. For corporations, two officers must sign. The first signature must be that of the chairman of the board, president, or vice-president; the second signature must be that of the secretary, assistant secretary, chief financial officer, or assistant treasurer. (Civ. Code, § 1190 and Corps. Code, § 313.)]

Form Approved by County Counsel
[Rev. 1/01]

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

STATE OF CALIFORNIA

County of Sacramento }

On 10/23/09
Date

before me, Erin Russell, Notary Public

Here Insert Name and Title of the Officer

personally appeared Sandra R. Black

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

Signature of Notary Public Erin Russell

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 this 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: Sandra R. Black

- ☐ 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:
SureTec Insurance Company

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: _____

SureTec Insurance Company

LIMITED POWER OF ATTORNEY

Know All Men by These Presents, That SURETEC INSURANCE COMPANY (the "Company"), a corporation duly organized and existing under the laws of the State of Texas, and having its principal office in Houston, Harris County, Texas, does by these presents make, constitute and appoint

Sharon J. Rusconi, Sandra R. Black

its true and lawful Attorney-in-fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings or other instruments or contracts of suretyship to include waivers to the conditions of contracts and consents of surety, providing the bond penalty does not exceed

Five Million Dollars and no/100 (\$5,000,000.00)

and to bind the Company thereby as fully and to the same extent as if such bond were signed by the President, sealed with the corporate seal of the Company and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney(s)-in-Fact may do in the premises. Said appointment shall continue in force until 10/31/11 and is made under and by authority of the following resolutions of the Board of Directors of the SureTec Insurance Company:

Be it Resolved, that the President, any Vice-President, any Assistant Vice-President, any Secretary or any Assistant Secretary shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

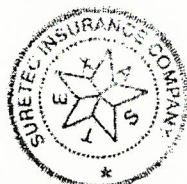
Attorney-in-Fact may be given full power and authority for and in the name of and of behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements or indemnity and other conditional or obligatory undertakings and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be binding upon the Company as if signed by the President and sealed and effected by the Corporate Secretary.

Be it Resolved, that the signature of any authorized officer and seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signature or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached. (Adopted at a meeting held on 20th of April, 1999.)

In Witness Whereof, SURETEC INSURANCE COMPANY has caused these presents to be signed by its President, and its corporate seal to be hereto affixed this 28th day of October, A.D. 2008.

State of Texas
County of Harris

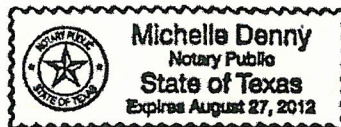
ss:



SURETEC INSURANCE COMPANY

By: B.J. King, President

On this 28th day of October, 2008 before me personally came B.J. King, to me known, who, being by me duly sworn, did depose and say, that he resides in Houston, Texas, that he is President of SURETEC INSURANCE COMPANY, the company described in and which executed the above instrument; that he knows the seal of said Company; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said Company; and that he signed his name thereto by like order.



Michelle Denny
Michelle Denny, Notary Public
My commission expires August 27, 2012

I, M. Brent Beaty, Assistant Secretary of SURETEC INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Company, which is still in full force and effect; and furthermore, the resolutions of the Board of Directors, set out in the Power of Attorney are in full force and effect.

Given under my hand and the seal of said Company at Houston, Texas this 23rd day of October, 2009, A.D.

M. Brent Beaty
M. Brent Beaty, Assistant Secretary

Any instrument issued in excess of the penalty stated above is totally void and without any validity.
For verification of the authority of this power you may call (713) 812-0800 any business day between 8:00 am and 5:00 pm CST.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of Contra Costa

On November 10, 2009
Date

before me,

Linda Stepanovich Notary Public
Here Insert Name and Title of the Officer

personally appeared

Roxanne W. Lindsay and
Name(s) of Signer(s)

Randolph D. Lindsay

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

Linda Stepanovich
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 this form to another document.

Description of Attached Document

Title or Type of Document:

Improvement Security Bond for Subdivision Agreement

Document Date:

November 10, 2009

Number of Pages:

One Page

Signer(s) Other Than Named Above:

N/A

Capacity(ies) Claimed by Signer(s)

Signer's Name:

Roxanne W. Lindsay

☐ Individual

☐ Corporate Officer — Title(s):

☐ Partner — ☐ Limited ☐ General

☐ Attorney in Fact

☒ Trustee

☐ Guardian or Conservator

☐ Other:

Signer Is Representing:

Signer's Name:

Randolph D. Lindsay

☒ Individual

☐ Corporate Officer — Title(s):

☐ Partner — ☐ Limited ☐ General

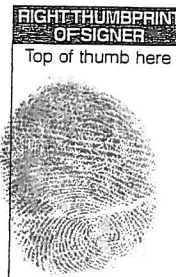
☐ Attorney in Fact

☒ Trustee

☐ Guardian or Conservator

☐ Other:

Signer Is Representing:



SUBDIVISION 9215

BEING A PORTION OF PARCELS A AND D, FILED IN BOOK 41 OF PARCEL MAPS, AT PAGE 21, AND PARCEL J AS SHOWN ON SUBDIVISION 7578 FILED IN BOOK 415 OF PARCEL MAPS, AT PAGE 4, CONTRA COSTA COUNTY RECORDS.

CONTRA COSTA COUNTY, CALIFORNIA

OCTOBER 2009



ALIQUOT

PLANNERS | CIVIL ENGINEERS | SURVEYORS

Aliquot Associates, Inc. 1390 South Main Street, Suite 310, Walnut Creek, CA 94596
(925) 476-2300 WWW.ALIQUOT.COM

OWNER'S STATEMENT:
THE UNDERSIGNED, BEING THE ONLY PARTY HAVING A RECORD TITLE INTEREST IN THE LANDS DELINEATED AND EMBRACED WITHIN THE HEAVY BLACK BOUNDARY LINES UPON THIS MAP, DOES HEREBY CONSENT TO THE MAKING AND RECORDATION OF THE SAME.

THE AREAS MARKED "RESTRICTED DEVELOPMENT AREA" (CREEK STRUCTURE SETBACK) ARE WITHIN THE RESTRICTED DEVELOPMENT AREA FOR WHICH THE DEVELOPMENT RIGHTS ARE RESERVED BY THE OWNERS OF SUBDIVISION 9215. SAID P.A.E. AND P.U.E. EASEMENTS SHALL BE MAINTAINED BY THE OWNERS OF SUBDIVISION 9215 PARCELS A, B, AND C.

THE AREAS MARKED "PRIVATE ACCESS EASEMENT" (P.A.E.) AND "PRIVATE UTILITY EASEMENT" (P.U.E.) ARE NOT HEREBY DEDICATED TO THE GENERAL PUBLIC BUT ARE FOR THE USE OF THE OWNERS OF SUBDIVISION 9215. SAID P.A.E. AND P.U.E. EASEMENTS SHALL BE MAINTAINED BY THE OWNERS OF SUBDIVISION 9215 PARCELS A, B, AND C.

THE AREAS MARKED "EMERGENCY VEHICLE ACCESS EASEMENT" (EVAE) AS SHOWN UPON SAID MAP IS HEREBY DEDICATED FOR TO THE PUBLIC. SAID EASEMENT IS FOR THE PURPOSE OF INGRESS AND EGRESS OF EMERGENCY VEHICLES.

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

OWNERS: RANDOLPH D. LINDSAY AND ROXANNE W. LINDSAY, TRUSTEES OF THE 1996 LINDSAY LIVING TRUST UNDER DECLARATION OF TRUST DATED FEBRUARY 7, 1996.

BY: Randolph D. Lindsay ROXANNE W. LINDSAY
RANDOLPH D. LINDSAY

OWNER'S ACKNOWLEDGMENT

STATE OF CALIFORNIA
COUNTY OF CONTRA COSTA

ON October 24, 2004 BEFORE ME, Amy W. Holland, A NOTARY PUBLIC PERSONALLY APPEARED Randolph D. Lindsay & Roxanne W. Lindsay 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 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.

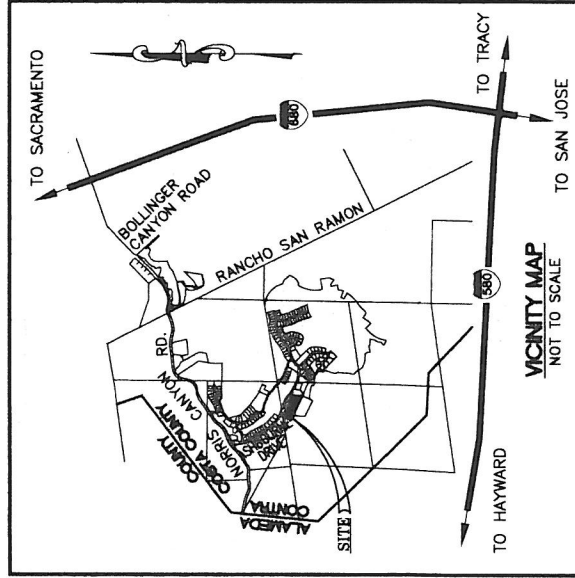
SIGNATURE: Amy W. Holland

PRINTED NAME: Amy W. Holland

PRINCIPAL COUNTY OF BUSINESS: Contra Costa

COMMISSION NUMBER: 1815400

COMMISSION EXPIRATION: Sept. 29, 2012



TRUSTEE'S STATEMENT:
THE UNDERSIGNED AS TRUSTEE UNDER THE DEED OF TRUST RECORDED NOVEMBER 4, 2004 INSTRUMENT NO. 2004-0425008, OFFICIAL RECORDS DOES HEREBY JOIN IN AND CONSENT TO THE EXECUTION OF THE FOREGOING OWNER'S STATEMENT AND TO THE PREPARATION AND RECORDATION OF THIS MAP AND ALL DEEDINGS AND DEDICATIONS THEREON.

U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION

David W. Shaw
SIGNATURE

DAVID W. SHAW, BANKER
PRINT NAME & TITLE

Nov 5, 2009
DATE

DATE

TRUSTEE'S ACKNOWLEDGMENT:

STATE OF CALIFORNIA
COUNTY OF CONTRA COSTA

ON November 5, 2009 BEFORE ME, Amy W. Holland, A NOTARY PUBLIC PERSONALLY APPEARED David W. Shaw 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 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.

SIGNATURE: Amy W. Holland

PRINTED NAME: Amy W. Holland

PRINCIPAL COUNTY OF BUSINESS: Contra Costa

COMMISSION NUMBER: 1815400

COMMISSION EXPIRATION: September 29, 2012

SUBDIVISION 9215

BING A PORTION OF PARCELS A AND D, FILED IN BOOK 41 OF
PARCEL MAPS, AT PAGE 21, CONTRA COSTA COUNTY RECORDS
OCTOBER 2009
CONTRA COSTA COUNTY, CALIFORNIA

COUNTY SURVEYOR'S STATEMENT

THIS MAP WAS EXAMINED BY ME AND IS SUBSTANTIALLY THE SAME AS IT
APPEARED ON THE TENTATIVE MAP, AND ANY APPROVED ALTERATIONS THEREOF.
I AM NOT PROVIDING ANY GUARANTEE OR WARRANTY, AND I AM NOT
APPLICABLE AT THE TIME OF APPROVAL OF THE TENTATIVE MAP HAVE BEEN
COMPLIED WITH. I AM SATISFIED THAT THE MAP IS TECHNICALLY CORRECT.

BY: JAMES A. STEIN
COUNTY SURVEYOR
PLS 6571
EXPIRES: 9/30/2011



ALIQUOT

PLANNERS | CIVIL ENGINEERS | SURVEYORS

Aliquot Associates, Inc. 1380 South Main Street, Suite 310, Walnut Creek, CA 94596
(925) 478-2300 WWW.ALIQUOT.COM

PLANNING COMMISSION'S STATEMENT

I HEREBY STATE THAT THE PLANNING COMMISSION OF THE COUNTY OF CONTRA
COSTA, STATE OF CALIFORNIA, HAS APPROVED THE TENTATIVE MAP OF THIS
SUBDIVISION UPON WHICH THIS FINAL MAP IS BASED.

CATHERINE D. KUTSIBIS
DIRECTOR
DEPARTMENT OF CONSERVATION AND DEVELOPMENT
COMMUNITY DEVELOPMENT DIVISION

DATE: 12/7/09

BY: *Shirley Bhat*

SURVEYOR'S STATEMENT

THIS MAP WAS PREPARED BY ME OR UNDER MY DIRECTION AND IS BASED UPON
A FIELD SURVEY IN CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION
MAP ACT AND LOCAL ORDINANCE A. THE REQUEST OF MY CLIENT, AND IN JULY,
2009, I WAS ADVISED THAT THE SUBDIVISION MAP ACT, AND LOCAL ORDINANCE A,
MAP SUBSTANTIALLY CONFORMS TO THE CONDITIONALLY APPROVED TENTATIVE
MAP. I FURTHER STATE THAT THE MONUMENTS SHOWN HEREON ARE OF THE
CHARACTER AND OCCUPY THE POSITIONS INDICATED, AND WILL BE SUFFICIENT TO
ENABLE THE SURVEY TO BE RETRACED.

DATE: 10/23/2009

Vincent J. D'Alto
VINCENT J. D'ALTO L.S. NO. 4210
EXPIRATION DATE: 6-30-2010



CLERK OF THE BOARD OF SUPERVISORS CERTIFICATE

STATE OF CALIFORNIA) SS
COUNTY OF CONTRA COSTA)

I, DAVID TWA, CLERK OF THE BOARD OF SUPERVISORS AND COUNTY
ADMINISTRATOR OF THE COUNTY OF CONTRA COSTA, CALIFORNIA, DO
HEREBY CERTIFY THAT THE MAP AND FORECLOSURE MAP ENTITLED, "SUBDIVISION
9215" WAS PRESENTED TO SAID BOARD OF SUPERVISORS AS PROVIDED BY LAW,
AT A REGULAR MEETING THEREOF HELD ON THE _____ DAY OF
_____, 20____, AND THAT SAID BOARD OF SUPERVISORS DID
THEREUPON BY RESOLUTION DULY PASSED AND ADOPTED AT SAID MEETING,
APPROVE SAID MAP AND DID RELY ON BEHALF OF THE PUBLIC ALL OF THE
PUBLIC RECORDS, RECORDS, AVENUES OR EASEMENTS SHOWN THEREON AS DEDICATED TO
PUBLIC USE.

I FURTHER CERTIFY THAT ALL TAX LENS HAVE BEEN SATISFIED AND THAT ALL
BONDS AS REQUIRED BY LAW TO ACCOMPANY THE WITHIN MAP HAVE BEEN
APPROVED BY THE BOARD OF SUPERVISORS OF CONTRA COSTA COUNTY, AND
FILED IN MY OFFICE.

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

DATE: _____
DAVID TWA
CLERK OF THE BOARD OF SUPERVISORS
AND COUNTY ADMINISTRATOR OF
CONTRA COSTA COUNTY
STATE OF CALIFORNIA

BY: _____
DEPUTY CLERK

SIGNATURE OMISSION NOTE

PURSUANT TO SECTION 66436 OF THE CALIFORNIA SUBDIVISION MAP ACT, THE
SIGNATURES OF THE FOLLOWING PARTIES HAVE BEEN OMITTED:

1. EAST BAY MUNICIPAL UTILITY DISTRICT, RECORDED; APRIL 11, 2002, SERIES NO.
2002-0127880.
2. CENTRAL CONTRA COSTA SANITARY DISTRICT, RECORDED; OCTOBER 23, 2001, AS
SERIES NO. 2001-0319448, RECORDED; OCTOBER 23, 2001, AS SERIES NO.
2001-0319470.
3. PACIFIC GAS AND ELECTRIC COMPANY, RECORDED JULY 7, 1980, IN BOOK 9902,
PAGE 973 OFFICIAL RECORDS.
4. PACIFIC TELEPHONE AND TELEGRAPH COMPANY, RECORDED JULY 7, 1980, IN BOOK
9902, PAGE 973 OFFICIAL RECORDS.

BUILDING INSPECTION STATEMENT

A GEOTECHNICAL INVESTIGATION REPORT, PREPARED BY HARLAN TAIT ASSOCIATES
DATED JULY 25TH, 1998, PROJECT NO. 1007.050 HAS BEEN RECEIVED AND
APPROVED. THE REPORT IS ON FILE IN THE BUILDING INSPECTION DIVISION,
CONTRA COSTA COUNTY.

JASON GRAPPO
DEPUTY DIRECTOR
DEPARTMENT OF CONSERVATION AND DEVELOPMENT
BUILDING INSPECTION DIVISION

BY: *Deborah King*

COUNTY RECORDER'S STATEMENT

FILED AT THE REQUEST OF FIRST AMERICAN TITLE COMPANY, AT _____, 20____, IN
MINUTES PAST _____ M. THE _____ DAY OF _____, IN THE OFFICE OF THE COUNTY
BOOK _____ OF MAPS, AT PAGE _____, IN THE OFFICE OF THE COUNTY
RECORDER OF THE CONTRA COSTA, STATE OF CALIFORNIA.

DATED: _____
STEPHEN L. WEIR
COUNTY RECORDER IN AND FOR THE
COUNTY OF CONTRA COSTA
STATE OF CALIFORNIA

BY: _____
DEPUTY COUNTY RECORDER

SUBDIVISION 9215

BEING A PORTION OF PARCELS A AND D, FILED IN BOOK 41 OF
PARCEL MAPS, AT PAGE 21, CONTRA COSTA COUNTY RECORDS.
CONTRA COSTA COUNTY, CALIFORNIA
OCTOBER 2009



ALIQUOT

PLANNERS | CIVIL ENGINEERS | SURVEYORS

Aliquot Associates, Inc. 1390 South Main Street, Suite 310, Walnut Creek, CA 94596
(925) 476-2300 WWW.ALIQUOT.COM

THIS SHEET FOR INFORMATIONAL PURPOSES ONLY PURSUANT TO SECTION 66434.2 OF THE SUBDIVISION MAP ACT.

PRIOR TO THE ISSUANCE OF A GRADING AND/OR BUILDING PERMIT, A DESIGN-LEVEL GEOTECHNICAL EXPLORATION SHALL BE PERFORMED TO CHARACTERIZE SUBSURFACE CONDITIONS, ENGINEERING PROPERTIES OF THE EARTH MATERIALS AND TO ADDRESS GEOTECHNICAL ENGINEERING ISSUES SUCH AS SITE PREPARATION, GRADING, RETAINING WALLS, FOUNDATION DESIGN, AND OTHER IMPROVEMENTS.

Tax Collector's Office
625 Court Street
Finance Building, Room 100
P. O. Box 631
Martinez, California 94553-0063
(925) 957-5280
(925) 957-2898 FAX

Contra Costa County



Date: 12/11/2009

William J. Pollacek
County Treasurer-Tax Collector

Russell V. Watts
Chief Deputy Treasurer-Tax Collector

Joslyn Mitchell
Tax Operations Supervisor

IF THIS TRACT IS NOT FILED PRIOR TO THE DATE TAXES ARE OPEN FOR COLLECTION (R&T CODE 2608) **THIS LETTER IS VOID.**

This will certify that I have examined the map of the proposed subdivision entitled:

<u>Tract / MS #</u>	<u>City</u>	<u>T.R.A.</u>
9215	SAN RAMON	66049

Parcel #: 211-210-056-1

and have determined from the official tax records that there are no unpaid County taxes heretofore levied on the property included in the map.

The 2009-2010 tax lien has been paid in full. Our estimate of the 2010-2011 tax lien, which became a lien on the first day of January, 2010 is **\$4,600.00**

This tract is not subject to a 1915 Act Bond. If subject to a 1915 Act Bond, the original principal to calculate a segregation is

The amount calculated is **void** 45 days from the date of this letter, unless this letter is accompanied with security approved by the Contra Costa County Tax Collector
Subdivision bond must be presented to the County Tax Collector for review and approval of adequacy of security prior to filing with the Clerk of the Board of Supervisors.

WILLIAM J. POLLACEK,
Treasurer-Tax Collector

By: _____

COUNTY OF CONTRA COSTA
ELECTRONIC DEPOSIT PERMIT
OFFICE OF COUNTY AUDITOR-CONTROLLER
MARTINEZ, CALIFORNIA

DEPARTMENT NAME
TREASURER-TAX COLLECTOR

FISCAL YEAR
CY 2009 - 2010

ORGANIZATION NUMBER 15

DESCRIPTION OF DEPOSIT	FUND/ORG NO.	SUB ACCT	TASK	OPT	ACTIVITY	AMOUNT	FUND TOTAL
track 503-06 tax collector special - subdivision guarantee	831400	0803				\$4,600.00	\$4,600.00

TOTAL DEPOSIT: \$4,600.00

GENERAL DEPOSIT NOTES:

SITE OF DEPOSIT: TTC **ACCOUNT DEPOSITED:** Wells Fargo Bank - Treasurer

CASH: \$0.00 **CHECKS:** \$4,600.00 **DIRECT DEPOSIT:** \$0.00

Bank Receipt: Date: **NOTES:** track 9215 2010-2011

SECTION 26901 GOVERNMENT CODE
I HEREBY SWEAR THAT THIS IS A
TRUE AND CORRECT RECORD OF THE TOTAL
AMOUNT OF MONEY AS DESCRIBED ABOVE
FOR DEPOSIT INTO THE COUNTY TREASURY

THE A-C OF CCC, HEREBY CERTIFIES
THAT THE AMOUNT DUE THE TREASURER
OF SAID COUNTY FOR MONIES COLLECTED
BY **TREASURER-TAX COLLECTOR**
-WELLS FARGO BANK - TREASURER
IN SETTLEMENT OF THE ABOVE DESCRIBED
ACCOUNTS IS THE SUM OF **\$4,600.00**

RECEIPT OF ABOVE AMOUNT
IS HEREBY ACKNOWLEDGED.

Dec 11, 2009 04:12:05PM

Susan Chavez
USER VALIDATION

USER PHONE NO.

925-957-2830

USER NAME
Susan Chavez

NOT PROCESSED

NOT SIGNED
AUDITOR'S VALIDATION

Dec 15, 2009 08:58:43AM

Golder Planks
TTC VALIDATION

SUBMIT DATE

Dec 11, 2009 04:12:05PM

EDP NO

DP539322

TEMPORARY RECEIPT NO

TR105617