

CITY OF OAKLAND
Agenda Report

OFFICE OF THE CITY ADMINISTRATOR
2006-07-17 PM 5:08

TO: Office of the City Administrator
ATTN: Deborah Edgerly
FROM: Community and Economic Development Agency
DATE: December 19, 2006

RE: A Report And Resolutions Approving A Final Map For Tract 7687 and A Subdivision Improvement Agreement With Pulte Home Corporation For Deferred Construction Of Public Infrastructure Improvements For Zephyr Gate At 1203 – 1333 Wood Street

SUMMARY

Two resolutions have been prepared approving:

- A Final Map for Tract No. 7687, Zephyr Gate Condominiums, for the subdivision of an existing parcel (APN 006-0029-001-002) by the developer, Pulte Home Corporation, a Michigan corporation doing business in California (no. C1271167), into sixteen (16) lots for one-hundred thirty (130) residential condominiums and an additional eight (8) common-area lots with public and private easements for open space, vehicle and pedestrian access, and utilities and meters.
- A Subdivision Improvement Agreement (SIA) with the developer for deferred construction of off-site public sidewalk, street, and utility improvements in Wood Street, 12th Street, and 14th Street, and on-site fire apparatus and public utility improvements.

The City Council certified the environmental impact report (ER030023) and approved land use permits (GP04545, PUDF05488, PUDF05489, RZ04544) and vesting tentative subdivision map (VTM 7687) on May 17, 2005. The City Engineer has determined that the Final Map is in substantial compliance with the approved vesting tentative map. Approval of the Final Map will be a ministerial action by the City Council, and approval of the Subdivision Improvement Agreement will be a discretionary action.

FISCAL IMPACT

Staff costs for processing the Final Map and Subdivision Improvement Agreement will be covered by fees set by the Master Fee Schedule and paid by the developer and deposited in the special revenue Development Service Fund (2415), Engineering Services organization (88432), Tract Map account (45119), Engineering and Architectural Program (PS30). The standard conditions of the Subdivision Improvement Agreement require that the property owner maintain liability and property damage insurance and to include the City as a named insured on the policy.

The property owners will maintain new and replacement public infrastructure improvements, including sanitary sewers, storm drains, and sidewalks. The public utility companies will maintain water, natural gas, electricity, and telecommunication mains.

PROJECT DESCRIPTION

Subdivision

The multiple-family condominium subdivision is located on the northwest side of Wood Street between the intersections of 12th Street and 14th Street. The project will subdivide an existing parcel, which is currently a vacant lot, into sixteen (16) multiple-family residence lots and an additional eight (8) common-area lots. Condominiums on seven (7) of the residence lots will front onto the surrounding public streets, and condominiums on the remaining nine (9) residence lots will front onto interior court yards. Access to the subdivision, private garages, and uncovered parking will be from two (2) private streets (Zephyr Drive and Palisades Drive) that will connect 12th Street with 14th Street.

Dedications and Public Improvements

The developer is dedicating a small portion of its Wood Street frontage to the City for public sidewalks, a public access easement over two (2) of the common-area lots to the City, and a public utility easement over all eight (8) of the common-area lots to the local utility providers for undergrounded utilities (potable water, electric, gas, telecommunications). New on-site storm drain and sanitary sewer lines and new off-site public sidewalk improvements and street trees will be privately maintained by the homeowners' association. New off-site sanitary sewer and storm drain mains and manholes will be maintained by the City. The developer will repave the full widths of Wood Street, 12th Street, 14th Street, re-stripe Wood Street and 12th Street for curbside diagonal parking, provide a new bus stop on Wood Street, and provide new street lights.

Construction

The City Engineer has approved the plans and specifications prepared by the developer for construction of public and private infrastructure improvements (permit PX0600069), and the Fire Marshal has approved the private streets for fire apparatus access. The developer has provided surety bonding (150% of the estimated cost of construction) that guarantees the completion of the infrastructure improvements and payment of the contractors and suppliers and warrants the performance of the completed work and the maintenance by the developer for one year following acceptance by the City Engineer.

KEY ISSUES AND IMPACTS

Final Map

As set forth in California Government Code section 664474.1 (Subdivision Map Act), approval of the Final Map is an administrative, ministerial, and mandatory action by the City Council once the City Engineer has determined that the Final Map conforms substantially with the approved Tentative Map and is technically correct (correct map size and medium, correct metes and bounds, required signatures, required statements, required licensures, etc.). The controlling discretionary action to be taken by the City relating to a subdivision map is at the Tentative Map stage. The purpose of submitting the Final Map to the City Council is to ensure that the Council and the public remain informed about development in the City. Upon discretionary approval of

an SIA with the subdivider, the City Council has no discretionary authority to withhold approval of a Final Map.

Subdivision Improvement Agreement

Whenever public infrastructure improvements are made necessary by a proposed subdivision, state law and City ordinance require that the subdivider execute an SIA with the City (on mutually agreeable terms) as a condition for approving a Final Map. An SIA, with its accompanying security (bond, letter of credit, etc. for 150% of the construction cost), guarantees the completion of the infrastructure improvements within a prescribed period of time (typically not more than one year) and the payment of the contractors and suppliers and also warrants the performance of the completed work and maintenance by the developer over a determinate period of time (typically, not more than one year). Upon expiration of the warrantee period, the City assumes maintenance of the infrastructure.

The SIA allows the City Administrator to extend the completion date beyond one year for cause without return to Council. Issuance of the Certificate of Completion by the City Engineer will be contingent upon submittal by the contractor of all required employee pay records and supplier payment releases. The City Attorney has reviewed the SIA for form and legality and the surety bonds provided by the developer for conformance with the requirements of the state Subdivision Map Act (California Government Code section 664933 et seq.).

SUSTAINABLE OPPORTUNITIES

Economic

The Zephyr Gate development will provide opportunities for professional services and construction related jobs for the Oakland community.

Environmental

Land use approvals and construction permits for public infrastructure improvements and new buildings require that the permittee comply with City ordinances and regional Best Management Practices for reducing nuisance noise, fugitive dust, construction debris disposal, and storm drainage pollutant runoff. The infrastructure work will not require pile driving.

Social Equity

The Zephyr Gate development will provide housing ownership opportunities, will assist the economic revitalization of the area, and will support the infusion and recurrence of diverse multi-cultural activities, businesses, and events.

DISABILITY AND SENIOR CITIZEN ACCESS

The replacement sidewalk on Wood Street, 12th Street, and 14th Street and the interior private streets and courtyards will conform to Caltrans and City requirements for handicapped accessibility.

RECOMMENDATIONS

Adoption of the resolution approving the Final Map is a ministerial action of the City Council, which does not require an action by a Committee of the Council.

ACTION REQUESTED OF THE CITY COUNCIL

Staff recommends that the Council accept this report for the Zephyr Gate subdivision, and

- adopt the proposed resolution, as a ministerial action,
 - conditionally approving the Final Map for Tract 7687, and
 - accepting the off-site public infrastructure improvements for maintenance by the City after expiration of the one-year construction warrantee period; and
 - accepting the offers of dedication of public right-of-way and public access and public utility easements after acceptance by the City Engineer of the construction; and
 - authorizing the City Engineer and City Clerk to execute the Final Map, and
 - directing the City Clerk to file the executed Final Map with Alameda County for recordation, and
- adopt the proposed resolution, as a discretionary action,
 - conditionally approving the Subdivision Improvement Agreement with Pulte Home Corporation, and
 - authorizing the City Administrator to execute the Subdivision Improvement Agreement and to grant an extension of time, without returning to Council, to complete the work, and
 - directing the City Clerk to file the executed Subdivision Improvement Agreement with the Alameda County Recorder concurrently with the Final Map for simultaneous recordation.

Respectfully submitted,



CLAUDIA CAPPIO
Development Director
Community and Economic Development Agency

Prepared by:

Raymond M. Derania
Interim City Engineer
Building Services Division

APPROVED FOR FORWARDING
TO THE CITY COUNCIL



OFFICE OF THE CITY ADMINISTRATOR

OFFICE OF THE CITY CLERK
CITY OF OAKLAND

Introduced by

Approved for Form and Legality

2006 DEC -7 PM 5:08

F. Faiz

Councilmember

City Attorney

OAKLAND CITY COUNCIL

Resolution No. _____ C.M.S.

RESOLUTION CONDITIONALLY APPROVING THE FINAL MAP FOR TRACT 7687 FOR THE ZEPHYR GATE SUBDIVISION AT 1203 – 1333 WOOD STREET AND CONDITIONALLY ACCEPTING IRREVOCABLE OFFERS OF DEDICATION FOR PUBLIC RIGHT-OF-WAY AND PUBLIC ACCESS AND UTILITY EASEMENTS

WHEREAS, the residential developer of a multiple-family condominium project, Pulte Home Corporation, a Michigan corporation doing business in California (no. C1271167), is the Subdivider of a single parcel identified by the Alameda County Assessor as APN 066-0029-001-02, by the Alameda County Recorder as Tract 7687, and by the City of Oakland as 1203 – 1333 Wood Street, and by the developer as Zephyr Gate; and

WHEREAS, the Subdivider has acquired by purchase for valuable consideration the real property comprising Tract 7687; and

WHEREAS, the Subdivider has previously applied to the City of Oakland to subdivide the platted land into the twenty-four (24) contiguous lots comprising Tract 7687; and

WHEREAS, the Council of the City of Oakland approved the land use entitlements (GP04545, PUDF05488, PUDF05489, RZ04544) and the Vesting Tentative Map for Tract 7687 on May 17, 2005, which proposed the subdivision of the single parcel into sixteen (16) developable lots for multiple-family condominiums and an additional eight (8) common-area lots with irrevocable offers of dedication of coterminous easements for public access and public utilities; and

WHEREAS, the Secretary of the Planning Commission of the City of Oakland has certified to the Council of the City of Oakland that the Planning Commission approved the Tentative Map for Tract 7687, upon which the Final Map for Tract 7582 is based; and

WHEREAS, the City Engineer of the City of Oakland has determined that

- the Final Map for Tract 7687, attached hereto as Exhibit A, is substantially the same as the Vesting Tentative Map approved by the Planning Commission, and
- the Final Map complies in all manners with the provisions of the California Government Code (Section 66400, et seq. - Subdivision Map Act), and the City of Oakland's local ordinance (Municipal Code Title 16 - Subdivisions); and

WHEREAS, the City Engineer has further determined that the Final Map is technically correct and accurately delineates the metes and bounds of the twenty-four (24) proposed lots and the proposed on-site public and private easements, the limits of which have been established by field survey and can be re-established from the monuments, property corners, radii, bearings, and distances shown on the Final Map for Tract 7687; and

WHEREAS, the Subdivider has employed a competent and qualified design professional, who is licensed by the State of California to practice civil engineering, to prepare plans and specifications for the construction of required surface and subsurface public infrastructure improvements within the existing public right-of-way of Wood Street, 12th Street, and 14th Street and the proposed on-site public easements; and

WHEREAS, the City Engineer has approved infrastructure permit (PX0600069) and the Subdivider's plans and specifications for construction of the required public infrastructure improvements, included with Exhibit *B* and attached hereto; and

WHEREAS, at the time of approval of the Final Map by the Council of the City of Oakland, the Subdivider will not have commenced nor competed construction of the required public infrastructure improvements, and consequently the City Engineer will not have approved the construction of nor issued a Certificate of Completion for the required improvements; and

WHEREAS, pursuant to Government Code section 66462 and Municipal Code section 16.20.100, the Subdivider may record a Final Map before completing construction of required public infrastructure improvements by entering into an agreement with the City giving assurance that the required improvements will be completed within a determinate period of time; and

WHEREAS, pursuant to Government Code section 66462 and Municipal Code section 16.20.100 as a condition precedent to approval of the Final Map, the Subdivider has executed a Subdivision Improvement Agreement, attached hereto as Exhibit *C*, assuring the timely construction, unconditional warrantee, and prescribed maintenance of all required public infrastructure improvements; and

WHEREAS, pursuant to Government Code section 66499 et seq. and Municipal Code section 16.20.100, the Subdivider has deposited securities in the form of surety bonds, included by reference with Exhibit *C*, and in sufficient amounts, as estimated by the City Engineer, to secure the Subdivider's performance under Exhibit *B* as:

- a guarantee that the required public infrastructure improvements will be constructed in accordance with the approved plans and specifications, and as a
- guarantee that the contractor and his subcontractors and all persons renting equipment or furnishing labor and materials will receive full payment, and as a
- warrantee that the required public infrastructure improvements will perform as designed and intended, and as a
- guarantee that the Subdivider will maintain the required public infrastructure improvements for the duration prescribed Subdivision Improvement Agreement; and

WHEREAS, that upon City Attorney's approval for form and legal sufficiency of the Subdivision Improvement Agreement and the surety bonds, the City Administrator is authorized to execute the Subdivision Improvement Agreement on behalf of the City of Oakland; and

WHEREAS, the Subdivider has irrevocably offered to the City of Oakland the dedication of a non-exclusive public easement under, on, and over the on-site common-area lot, as described and delineated in the Final Map, for unimpeded access in perpetuity of emergency vehicles; and

WHEREAS, the Council of the City of Oakland certified the Environmental Impact Report (ER030023) that included the Zephyr Gate residential subdivision on May 17, 2005, and adopted CEQA Findings in connection with approval of this project; and

WHEREAS, the City Council hereby finds and determines on the basis of substantial evidence in the record that the EIR fully analyzes the potential environmental effects of the project, including the encroachment permit as conditioned herein, and incorporates mitigation measures to substantially lessen or avoid any potentially significant impacts in accordance with CEQA. None of the circumstances necessitating preparation of additional CEQA review as specified in CEQA and the CEQA Guidelines, including without limitation Public Resources Code Section 21166 and CEQA Guidelines Section 15162, are present in that (1) there are no substantial changes proposed in the project or the circumstances under which the project is undertaken that would require major revisions of the EIR due to the involvement of new environmental effects or a substantial increase in the severity of previously identified significant effects; and (2) there is no "new information of substantial importance" as described in CEQA Guidelines 15162(a)(3); now therefore, be it

WHEREAS, the requirements of the California Environmental Quality Act (CEQA), the Guidelines as prescribed by the Secretary of Resources, and the provisions of the Statement of Objectives, Criteria and Procedures for Implementation of the California Environmental Quality Act: City of Oakland, have been satisfied; now, therefore, be it

RESOLVED: That the Final Map, as conditioned herein, does comply with the California Environmental Quality Act; and be it

FURTHER RESOLVED: That the Final Map for Tract 7687 is hereby approved; and be it

FURTHER RESOLVED: That the approval of the Final Map for Tract 7687 is hereby conditioned upon the performance by the Subdivider of its obligations to construct, warrant, and maintain required public infrastructure improvements, as set forth in the Subdivision Improvement Agreement; and be it

FURTHER RESOLVED: That the City Engineer of the City of Oakland is hereby authorized to endorse the Final Map for Tract 7687; and be it

FURTHER RESOLVED: That the City Clerk of the City of Oakland is hereby authorized to endorse the Final Map for Tract 7687, upon its execution by the City Engineer, and directed to file the fully endorsed Final Map and the fully executed Subdivision Improvement Agreement concurrently with the Alameda County Recorder for simultaneous recordation; and be it

FURTHER RESOLVED: That this Resolution shall become effective upon the recordation of the Final Map for Tract 7687 and the Subdivision Improvement Agreement; and be it

FURTHER RESOLVED: That upon issuance of a Certificate of Completion by the City Engineer for construction of the required public infrastructure improvements, the irrevocable offers of dedication of the on-site public access and public utility easements and of the public right-of-way adjoining a portion of Wood Street for permit are hereby accepted by the City of Oakland; and be it

FURTHER RESOLVED: That upon expiration of the warrantee and maintenance period, as identified in the Subdivision Improvement Agreement, following the issuance of a Certificate of Completion by the City Engineer, the maintenance of newly constructed public infrastructure improvements is hereby accepted by the City of Oakland, excepting from said maintenance all off-site infrastructure improvements within the public right-of-way, including but not limited to sidewalks, curbs, gutters, trees and landscaping, irrigation, sanitary sewer piping, and storm water piping, that are identified in the California Streets and Highways Code and the Oakland Municipal Code to be the responsibility of the abutting property owner and also excepting from said maintenance all off-site and one-site infrastructure improvements that are otherwise regulated by California Public Utilities Commission, and also excepting from said maintenance all on-site infrastructure improvements within the real property that are associated with public access, including but not limited to roadway, sidewalks, curbs, gutters, trees and landscaping, and irrigation, and with sanitary sewer and storm water drainage; and be it

FURTHER RESOLVED: That private maintenance of the required public and private infrastructure improvements shall remain the responsibility in perpetuity of the property owners of Tract 7687 and their homeowners association, both severally and jointly, and their representatives, agents, heirs, successors, and assigns.

IN COUNCIL, OAKLAND, CALIFORNIA, _____, 2006

PASSED BY THE FOLLOWING VOTE:

AYES - BROOKS, BRUNNER, CHANG, KERNIGHAN, NADEL, QUAN, REID, and
PRESIDENT DE LA FUENTE

NOES -

ABSENT -

ABSTENTION -

ATTEST: _____

LATONDA SIMMONS

City Clerk and Clerk of the Council
of the City of Oakland, California

FINAL TRACT MAP 7687

A SUBDIVISION AND MULTIPLE LOT SUBDIVISION FOR CONDOMINIUM
PURPOSED - 130 CONDOMINIUMS TOTAL

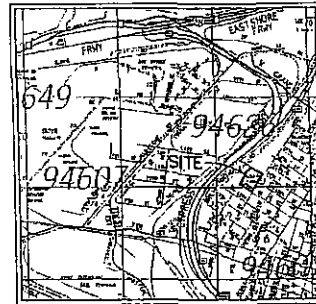
BONG A PORTION OF MAP NO. 2 OF THE GARDEN TRACT HOWESTAD,
OAKLAND POINT FILED JULY 30, 1987 IN BOOK 2 OF MAPS, PAGE 70, IN
THE OFFICE OF THE COUNTY RECORDER OF ALAMEDA COUNTY.

LYING WITHIN THE CITY OF OAKLAND, COUNTY OF ALAMEDA, STATE OF
CALIFORNIA

DATE: DECEMBER 2008



Civil Engineering Associates
Civil Engineers - Planners - Surveyors
835 North First Street - Building A - San Jose, CA 95112



LOCATION MAP
NOT TO SCALE

OWNER'S STATEMENT

THE UNDERSIGNED HEREBY STATES THAT IT IS THE OWNER OF THE LAND DELINEATED AND EMBRACED WITHIN THE EXTERIOR BOUNDARY LINES OF THE HEREBY EMBODIED MAP ENTITLED "FINAL TRACT MAP 7687 OAKLAND, ALAMEDA COUNTY, CALIFORNIA", CONSISTING OF 4 SHEETS, THIS CERTIFICATE SHEET BEING SHEET ONE (1) THEREOF. THAT IT IS THE OWNER OF SAID LAND BY VIRTUE OF THE GRANT DEED RECORDED ON JUNE 5, 2008 UNDER SERIES NUMBER 2008-217744, RECORDS OF ALAMEDA COUNTY, CALIFORNIA; AND THAT IT CONSENTS TO THE PREPARATION AND FILING OF THIS MAP.

THE UNDERSIGNED DOES HEREBY IRREVOCABLY OFFER FOR DEDICATION TO THE CITY OF OAKLAND THE PORTIONS OF LOT 5 AND LOT 6 DESIGNATED "PUBLIC RIGHT-OF-WAY" ON THE HEREBY EMBODIED MAP FOR THE PURPOSES OF PUBLIC RIGHT-OF-WAY. LOTS A, B, O, F, H, I, K & M, ARE HEREBY RESERVED AS PRIVATE NON-EXCLUSIVE INGRESS, EGRESS, AND UTILITY EASEMENTS (I.E. & U.E.) FOR THE OWNERS OF ALL THE LOTS WITHIN THIS SUBDIVISION FOR ACCESS, INGRESS, EGRESS, PRIVATE UTILITIES AND ALL APPURTENANCES HEREBY NECESSARY FOR THE FULL ENJOYMENT OF SAID LOTS. SAID PRIVATE UTILITIES SHALL INCLUDE BUT ARE NOT LIMITED TO THE PRIVATE STORM SYSTEM AND PRIVATE WATER SYSTEM, THE MAINTENANCE OF SAID PRIVATE STREET AND PRIVATE UTILITIES SHALL BE MUTUALLY SHARED BY THE OWNERS OF THE LOTS WITHIN THE EXTERIOR BOUNDARIES OF TRACT NO. 7687.

THE AREAS DESIGNATED AS "P.U.E." (PUBLIC UTILITY EASEMENT) WITHIN ALL LOTS ARE HEREBY DEDICATED TO THE CITY OF OAKLAND AS A NON-EXCLUSIVE EASEMENT FOR PUBLIC UTILITIES UNDER, ON AND OVER THE REAL PROPERTY SHOWN ON THE HEREBY EMBODIED TRACT MAP. SAID PUBLIC UTILITIES SHALL INCLUDE, BUT ARE NOT LIMITED TO WIRES AND CONDUITS FOR GAS, ELECTRICITY, CABLE T.V., FIBER OPTICS AND SANITARY SEWER MAINS AND WATER MAINS AND ALL APPURTENANCES TO THE ABOVE, UNDER, UPON OR OVER THOSE CERTAIN STRIPS OF LAND DESIGNATED AS A P.U.E. (PUBLIC UTILITY EASEMENT). THE ABOVE MENTIONED PUBLIC UTILITY EASEMENTS TO BE KEPT OPEN AND FREE FROM ALL BUILDINGS OF ANY KIND EXCEPT UNSUPPORTED ROOF OVERHANGS. IT IS UNDERSTOOD AND AGREED THAT THE CITY OF OAKLAND AND ITS SUCCESSORS OR AGENTS SHALL INCUR NO LIABILITY WITH RESPECT TO SUCH OFFER OF DEDICATION AND SHALL NOT ASSUME ANY RESPONSIBILITY FOR THE EASEMENT OR ANY IMPROVEMENTS THEREON OR THEREIN.

LOTS C, E, G, I AND J ARE HEREBY RESERVED AS A COMMON AREA FOR THE USE OF THE UNIT OWNERS OF ALL THE LOTS WITHIN TRACT NO. 7687 IN ACCORDANCE WITH THE SUBDIVISION RESTRICTIONS RECORDED SUBSEQUENT TO THE FILING OF THIS MAP. SAID LOTS ARE NOT INTENDED FOR NOR SHALL BE USED FOR DEVELOPMENT PURPOSES.

AND SAID OWNER DOES HEREBY IRREVOCABLY OFFER FOR DEDICATION TO THE CITY OF OAKLAND FOREVER, PUBLIC ACCESS EASEMENT (P.A.E.) WITH THE PUBLIC RIGHT OF INGRESS AND EGRESS UPON AND OVER ANY AREA OR STRIP OF LAND, DESIGNATED AS P.A.E. ON THIS MAP; AND THAT SAID AREAS OR STRIPS OF LAND ARE TO BE KEPT OPEN AND FREE FROM BUILDINGS, VEHICLES AND STRUCTURES OF ANY KIND EXCEPT APPLICABLE UTILITY STRUCTURES AND APPURTENANCES, IRRIGATION SYSTEMS AND APPURTENANCES, AND LAWFUL FENCES. THE MAINTENANCE OF SAID PAE SHALL BE THE RESPONSIBILITY OF THE HOUSEDOWNER'S ASSOCIATION FOR FINAL TRACT MAP 7687.

FULTE HOME CORPORATION, A MICHIGAN CORPORATION
6210 STONERIDGE MALL ROAD, 5TH FLOOR
PLEASANTON, CALIFORNIA 94588

BY: DANIEL J. CARROLL

TITLE ATTORNEY IN FACT

OWNER'S ACKNOWLEDGMENT

STATE OF CALIFORNIA ss.
COUNTY OF

ON _____ BEFORE ME, _____ "NOTARY PUBLIC",
PERSONALLY APPEARED _____ PERSONALLY KNOWN TO ME (OR
PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE) TO BE THE PERSON WHOSE
NAME IS SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE
EXECUTED THE SAME IN HIS AUTHORIZED CAPACITY, AND THAT BY HIS SIGNATURE ON
THE INSTRUMENT THE PERSON, OR THE ENTITY UPON BEHALF OF WHICH THE PERSON
ACTED, EXECUTED THE INSTRUMENT.

WITNESS MY HAND AND OFFICIAL SEAL.

NOTARY'S SIGNATURE _____

PRINTED NOTARY'S NAME _____

NOTARY'S PRINCIPAL COUNTY OF BUSINESS _____

EXPIRATION OF NOTARY'S COMMISSION _____

COUNTY RECORDER'S STATEMENT

FILED AT THE REQUEST OF _____ AT _____ M. ON THE _____
DAY OF _____ 2008 IN BOOK _____ OF MAPS AT PAGES _____
IN THE OFFICE OF THE COUNTY RECORDER OF THE COUNTY OF ALAMEDA, STATE OF
CALIFORNIA.

FEE _____ SERIES NO. _____

PATRICK O'CONNELL
COUNTY RECORDER, COUNTY OF ALAMEDA
STATE OF CALIFORNIA

BY: _____
DEPUTY COUNTY RECORDER

CLERK OF THE BOARD OF SUPERVISORS STATEMENT

I, CRYSTAL K. HISUDA, CLERK OF THE BOARD OF SUPERVISORS FOR THE COUNTY OF
ALAMEDA, STATE OF CALIFORNIA, HEREBY CERTIFY, AS CHECKED BELOW THAT:

AN APPROVED BOND HAS BEEN FILED WITH SAID BOARD IN THE AMOUNT OF \$ _____
CONDITIONED FOR PAYMENT OF ALL TAXES AND SPECIAL ASSESSMENTS COLLECTED
AS WHICH ARE NOW A LIEN AGAINST THE LAND OR ANY PART THEREOF, BUT NOT
YET PAYABLE, AND WAS DULY APPROVED BY SAID BOARD IN SAID AMOUNT.

ALL TAXES AND SPECIAL ASSESSMENTS COLLECTED AS TAXES HAVE BEEN PAID, AS
CERTIFIED BY THE TREASURER-TAX COLLECTOR OF THE COUNTY OF ALAMEDA.

IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND THIS _____ DAY OF
_____, 2008.

CRYSTAL K. HISUDA-GRAFF
CLERK OF THE BOARD OF SUPERVISORS OF
THE COUNTY OF ALAMEDA,
STATE OF CALIFORNIA

BY: _____
DEPUTY CLERK

CITY ENGINEER'S STATEMENT

I, RAYMOND W. DERAHIA, INTERIM CITY ENGINEER, HAVING BEEN AUTHORIZED TO
PERFORM THE FUNCTIONS OF THE CITY ENGINEER OF THE CITY OF OAKLAND, COUNTY OF
ALAMEDA, STATE OF CALIFORNIA, DO HEREBY STATE THAT I HAVE EXAMINED THIS TRACT
MAP AS SHOWN HEREIN, AND THAT SUBSTANTIALLY THE SAME AS THAT APPEARING ON
THE VESTING TENTATIVE MAP, AND ANY APPROVED ALTERATIONS THEREOF. THAT ALL
PROVISIONS OF DIVISION 2, CHAPTER 2 OF THE MAP ACT OF THE GOVERNMENT CODE OF
THE STATE OF CALIFORNIA AND ANY LOCAL ORDINANCES APPLICABLE AT THE TIME OF
APPROVAL OF SAID VESTING TENTATIVE MAP, HAVE BEEN COMPLIED WITH, AND THAT
SAID TRACT MAP IS TECHNICALLY CORRECT. THE OFFER OF DEDICATION TENDERED ON
THE OWNER'S STATEMENT ON THE HEREBY EMBODIED MAP "FINAL TRACT MAP 7687" IS
HEREBY ACCEPTED IN ACCORDANCE WITH SECTION 15 24 13005 OF THE OAKLAND MUNICIPAL
CODE.

RAYMOND W. DERAHIA, R.C.E. NO. 27815
INTERIM CITY ENGINEER
CITY OF OAKLAND, ALAMEDA COUNTY
REGISTRATION EXPIRES: 03-31-08

DATE _____

ENGINEER'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 AT THE REQUEST OF FULTE HOME CORPORATION ON JUNE 2008. I
HEREBY STATE THAT ALL THE MONUMENTS ARE OF THE CHARACTER AND OCCUPY THE
POSITIONS INDICATED OR THAT THEY WILL BE SET IN THOSE POSITIONS BEFORE JANUARY
2009, AND THAT THE MONUMENTS ARE, OR WILL BE, SUFFICIENT TO ENABLE THE
SURVEY TO BE RETRACTED, AND THAT THIS FINAL MAP SUBSTANTIALLY CONFORMS TO
THE CONDITIONALLY APPROVED TENTATIVE MAP.

PETER B. McMDORROW, R.C.E. NO. 31854
REGISTRATION EXPIRES: 12-31-06

DATE _____

CITY PLANNING COMMISSIONS STATEMENT

I HEREBY STATE THAT THE PLANNING COMMISSION OF THE CITY OF OAKLAND APPROVED
ON MARCH 08, 2008 THE VESTING TENTATIVE MAP OF SUBDIVISION 7687 UPON WHICH
THIS FINAL MAP IS BASED AND APPROVED ON MARCH 06, 2008 THE FINAL
DEVELOPMENT PLAN FOR TRACT NO. 7687.

CLAUDIA CAPPID
DEVELOPMENT DIRECTOR OF COMMUNITY &
ECONOMIC DEVELOPMENT AGENCY

DATE _____

CITY CLERK'S STATEMENT

I, THE UNDERSIGNED, LATONDA SIMMONS, CITY CLERK AND CLERK OF THE CITY COUNCIL
OF THE CITY OF OAKLAND, COUNTY OF ALAMEDA, STATE OF CALIFORNIA, DO HEREBY
STATE THAT THIS MAP, CONSISTING OF 4 SHEETS AND ENTITLED "FINAL TRACT MAP
7687", WAS PRESENTED TO SAID COUNCIL AS PROVIDED BY LAW AT A REGULAR
MEETING HELD ON THE _____ DAY OF _____, 2008 AND THAT SAID COUNCIL DID
THEREUPON APPROVE SAID MAP AND DID ACCEPT, SUBJECT TO COMPLETION OF
IMPROVEMENTS, IN FEE ON BEHALF OF THE PUBLIC USE ALL STREETS AND PORTIONS OF
SAID LANDS DESIGNATED ON SAID MAP AS "PUBLIC RIGHT-OF-WAY".

I FURTHER STATE THAT ALL AGREEMENTS AND SURETY AS REQUIRED BY LAW TO
ACCOMPANY THE MAP HAVE BEEN APPROVED BY THE CITY COUNCIL OF THE CITY OF
OAKLAND AND ARE FILED IN MY OFFICE.

IN WITNESS, I HAVE HEREUNTO SET MY HAND THIS _____ OF _____, 2008.

LATONDA SIMMONS CITY CLERK & CLERK OF THE COUNCIL
OF THE CITY OF OAKLAND, COUNTY OF
ALAMEDA, STATE OF CALIFORNIA

EXHIBIT A

FINAL TRACT MAP 7687

A SUBDIVISION AND MULTIPLE LOT SUBDIVISION FOR CONDOMINIUM PURPOSED - 130 CONDOMINIUMS TOTAL.

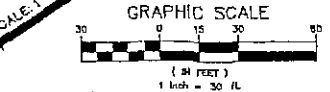
BEING A PORTION OF MAP NO. 2 OF THE GARDEN TRACT HOMESTEAD, OAKLAND POINT FILED JULY 30, 1887 IN BOOK 2 OF MAPS, PAGE 70, IN THE OFFICE OF THE COUNTY RECORDER OF ALAMEDA COUNTY.

LYING WITHIN THE CITY OF OAKLAND, COUNTY OF ALAMEDA, STATE OF CALIFORNIA

SCALE: 1" = 30'

DATE: DECEMBER 2006

Civil Engineering Associates
Civil Engineers - Planners - Surveyors
535 North First Street - Building A San Jose, CA 95112



CURVE	RADIUS	DELTA	LENGTH
1	33.00'	56°23'42"	34.47'
2	33.00'	55°20'27"	35.87'
3	33.00'	181°24'27"	11.16'
4	33.00'	23°30'00"	14.15'
5	33.00'	30°30'34"	15.90'

LEGEND

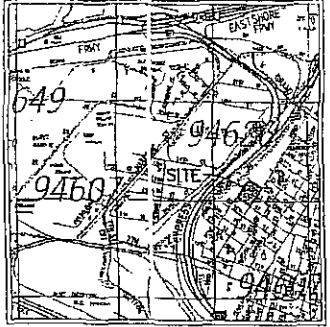
- SUBDIVISION BOUNDARY
- RIGHT OF WAY
- CENTERLINE
- EASEMENT LINE
- BOUNDARY TIE
- LOT LINE
- WORKMENT LINE
- FOUND BRASS DISK IN CITY MONUMENT WELL (AS NOTED)
- SET STANDARD CITY MONUMENT A 2 1/2" BRASS DISK STAMPED "RICE 31824" SET IN CONCRETE, IN WELL WITH ROUND FRAME AND COVER
- SET 3/4" IRON PIPE TAPPED RICE 31824
- M-M MONUMENT TO WORKMENT
- LE & U.E. EGRESS, EGRESS AND UTILITY EASEMENT
- P.U.E. PUBLIC UTILITY EASEMENT
- P.A.E. PUBLIC ACCESS EASEMENT
- () INDICATES RECORD DISTANCE

NOTES

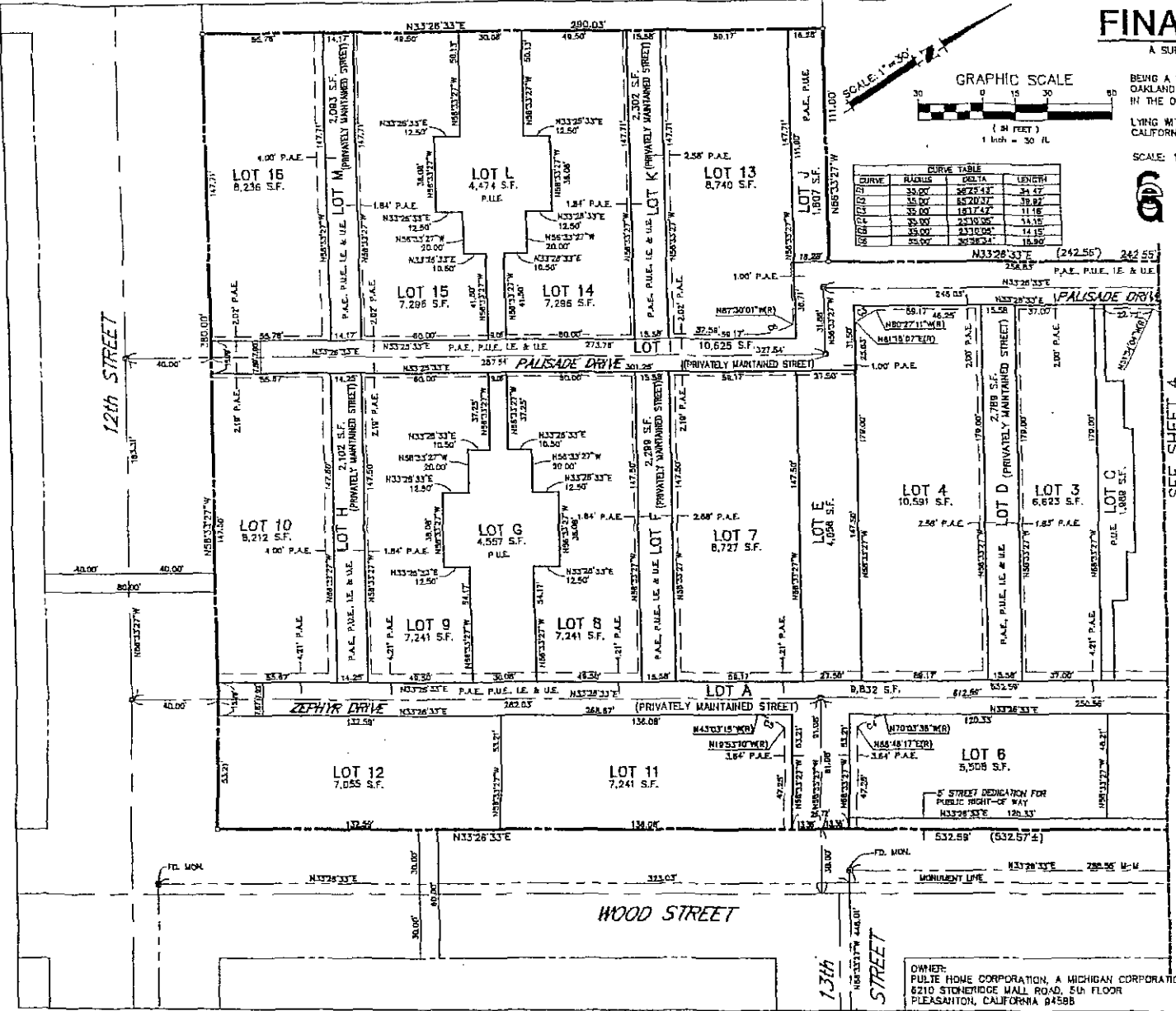
- ALL DIMENSIONS SHOWN HEREON ARE IN FEET AND DECIMALS THEREOF.
- THE AREA WITHIN THE DISTINCTIVE BORDER - 4.03 ACRES.
- ALL DISTANCES SHOWN ARE BASED UPON FIELD MEASUREMENTS OR ARE CALCULATED UNLESS OTHERWISE DENOTED BY RECORD REFERENCE.

BASIS OF BEARINGS

THE BEARING NORTH 33°26'33" EAST ALONG WOOD STREET BETWEEN FOUND MONUMENTS AT THE INTERSECTION OF 12th STREET AND 14th STREET AS SHOWN ON PARCEL MAP 8978, FILED IN BOOK 208 OF PARCEL MAPS, PAGES 55 AND 56, ALAMEDA COUNTY RECORDS, WAS USED AS THE BASIS OF BEARINGS FOR THIS MAP.



LOCATION MAP
NOT TO SCALE
SHEET 3 OF 4



OWNER:
PULTE HOME CORPORATION, A MICHIGAN CORPORATION
6210 STONERIDGE MALL ROAD, 5th FLOOR
PLEASANTON, CALIFORNIA 94588

SEE SHEET 4

FINAL TRACT MAP 7687

A SUBDIVISION AND MULTIPLE LOT SUBDIVISION FOR CONDOMINIUM
PURPOSED - 130 CONDOMINIUMS TOTAL

BEING A PORTION OF MAP NO. 2 OF THE GARDEN TRACT HOMESTEAD,
OAKLAND POINT FILED JULY 30, 1887 IN BOOK 2 OF MAPS, PAGE 70,
IN THE OFFICE OF THE COUNTY RECORDER OF ALAMEDA COUNTY.

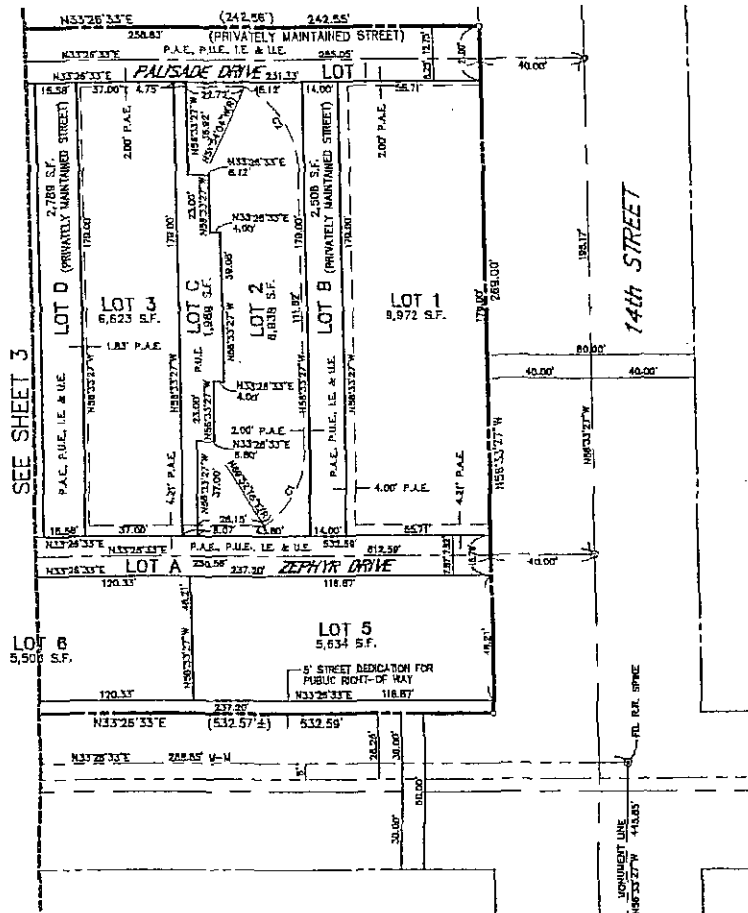
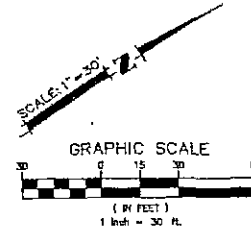
LYING WITHIN THE CITY OF OAKLAND, COUNTY OF ALAMEDA, STATE OF
CALIFORNIA

SCALE: 1"=30'

DATE: DECEMBER 2008



Civil Engineering Associates
Civil Engineers • Planners • Surveyors
635 North First Street • Building A San Jose, CA 95112



SEE SHEET 3

LEGEND

- SUBDIVISION BOUNDARY
- RIGHT OF WAY
- CENTERLINE
- EASEMENT LINE
- BOUNDARY TIE
- LOT LINE
- MONUMENT LINE
- FOUND BRASS DISC IN CITY
- MONUMENT WELL (AS NOTED)
- SET STANDARD CITY MONUMENT:
A 2 1/2" BRASS DISC STAMPED:
TRCE 31854 SET IN CONCRETE IN
WELL WITH ROUND FRAME AND COVER
- SET 3/4" IRON PIPE
TAGGED RICE 31854
- M-U MONUMENT TO MONUMENT
- LE & U.E. ADDRESS, EGRESS AND UTILITY EASEMENT
- P.U.E. PUBLIC UTILITY EASEMENT
- P.A.E. PUBLIC ACCESS EASEMENT
- () INDICATES RECORD DISTANCE

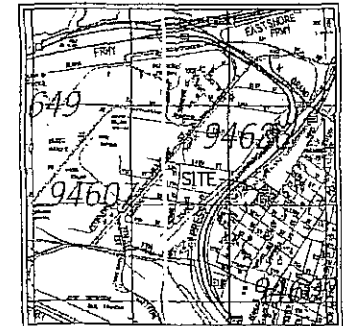
NOTES

- ALL DIMENSIONS SHOWN HEREON ARE IN FEET AND DECIMALS THEREOF.
- THE AREA WITHIN THE DISTINCTIVE BORDER - 4.03 ACRES.
- ALL DISTANCES SHOWN ARE BASED UPON FIELD MEASUREMENTS OR ARE CALCULATED UNLESS OTHERWISE DESIGNATED BY RECORD REFERENCE.

BASIS OF BEARINGS

THE BEARING NORTH 33°28'33" EAST ALONG WOOD STREET BETWEEN FOUND MONUMENTS AT THE INTERSECTION OF 13th STREET AND 14th STREET AS SHOWN IN PARCEL MAP 8070, FILED IN BOOK 258 OF PARCEL MAPS, PAGES 59 AND 80, ALAMEDA COUNTY RECORDS, WAS USED AS THE BASIS OF BEARINGS FOR THIS MAP.

CURVE	RADIUS	DELTA	LENGTH
C1	35.00'	86°28'43"	34.17'
C2	35.00'	81°20'37"	31.82'
C3	35.00'	107°17'42"	11.16'
C4	35.00'	237°09'	14.15'
C5	25.00'	237°09'	14.15'
C6	35.00'	20°28'34"	14.80'

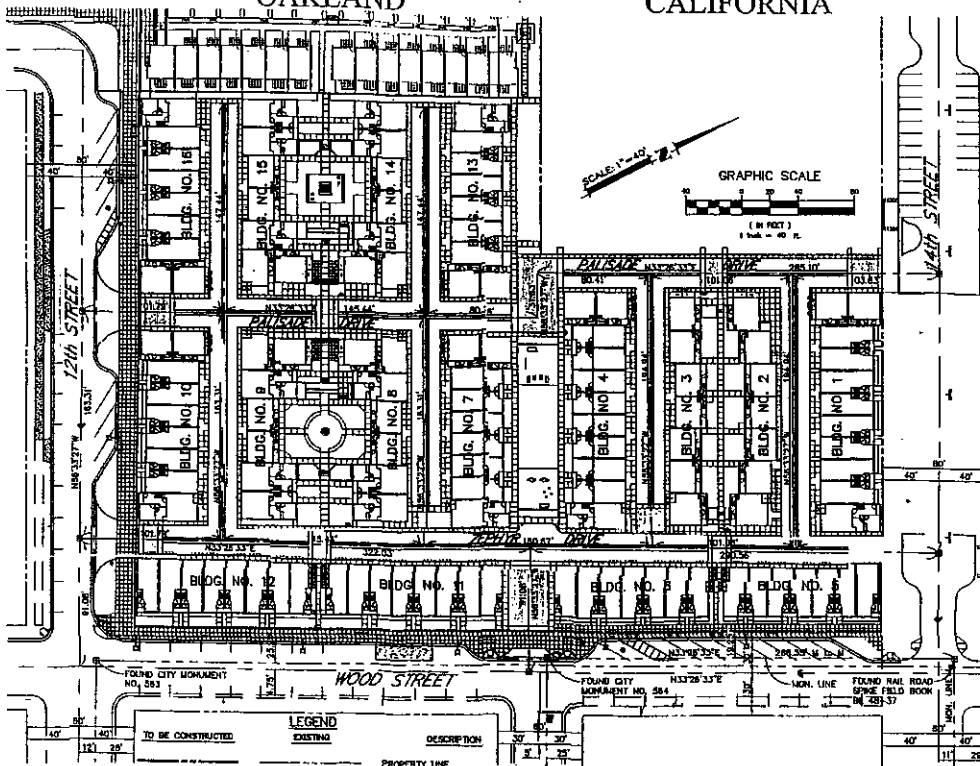
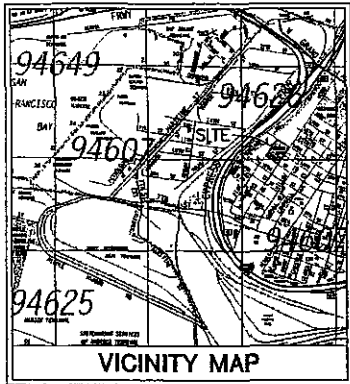


OWNER:
PLITE HOME CORPORATION, A MICHIGAN CORPORATION
6210 STONERIDGE MALL ROAD, 5th FLOOR
PLEASANTON, CALIFORNIA 94588

LOCATION MAP
NOT TO SCALE
SHEET 4 OF 4

ZEPHYR GATE

OAKLAND CALIFORNIA



GENERAL NOTES

- ALL WORK SHALL BE PERFORMED IN ACCORDANCE WITH THE FOLLOWING:
 - APPLICABLE SECTIONS OF THE CITY OF OAKLAND STANDARD DETAILS FOR PUBLIC WORKS CONSTRUCTION, STANDARD SPECIFICATIONS FOR PUBLIC WORKS 2003 EDITION, (GREEN BOOK)
 - THE PROJECT PLANS AND SPECIFICATIONS HEREON;
 - STANDARDS OF THE UNITED STATES DEPARTMENT OF LABOR, OCCUPATIONAL SAFETY AND HEALTH ADMINISTRATION, OFFICE OF STANDARDS AND RULES OF THE STATE DIVISION OF INDUSTRIAL SAFETY;
 - GEOTECHNICAL INVESTIGATION REPORT, LOWNEY ASSOCIATES DATED SEPTEMBER 20, 2004, NO. 1124-18
 - WHERE CONFLICTS EXIST BETWEEN ANY OF THE ABOVE LISTED SPECIFICATIONS, THE MOST STRINGENT LISTED SPECIFICATIONS SHALL PREVAIL.
- CONTRACTOR SHALL SUPPLY ALL TOURNAMENT, LABOR, AND MATERIALS NECESSARY TO PERFORM THE WORK SHOWN ON THE PROJECT PLANS AND SPECIFICATIONS.
- IT SHALL BE THE RESPONSIBILITY OF THE VARIOUS CONTRACTORS TO COORDINATE THEIR WORK SO AS TO ELIMINATE CONFLICTS, AND WORK TOWARD THE GENERAL GOOD AND COMPLETION OF THE ENTIRE PROJECT WITHIN THE SPECIFIED PERIOD.
- ALL WORKMANSHIP AND MATERIALS FURNISHED BY THE CONTRACTOR SHALL BE OF THE KIND AND QUALITY DESCRIBED IN THE SPECIFICATIONS, AND SHALL BE FIRST CLASS THROUGHOUT, NEITHER FINAL ACCEPTANCE NOR FINAL PAYMENT OF OTHER SHALL RELIEVE CONTRACTOR OF RESPONSIBILITY FOR FAULTY MATERIALS OR WORKMANSHIP.
- IN THE EVENT OF ANY CONFLICT OF INFORMATION SHOWN OR SPECIFIED IN THE PLANS AND SPECIFICATIONS, OR ANY CONFLICT BETWEEN THE PLANS AND THE INTENT, THE CONTRACTOR SHALL SO NOTIFY THE OWNER IN WRITING, UPON WHICH THE OWNER SHALL RESOLVE THE CONFLICT OR AMBIGUITY BY THE ISSUANCE OF A WRITTEN CHANGE ORDER BY REVISING PLANS, SPECIFICATIONS OR BOTH. THE CONTRACTOR SHALL BEAR FULL COST AND RESPONSIBILITY FOR WORK AFFECTED BY SUCH UNRESOLVED CONFLICTS OR AMBIGUITIES AND PERFORMED BY THE CONTRACTOR PRIOR TO THE RESOLUTION BY THE OWNER.
- CONTRACTOR SHALL EXERCISE ALL NECESSARY CAUTION TO AVOID DAMAGE TO ANY LANDSCAPING AND SURFACE IMPROVEMENTS WHICH ARE TO REMAIN IN PLACE, AND SHALL BEAR FULL RESPONSIBILITY FOR ANY DAMAGE HERETO.
- EXISTING UNDERGROUND LINES, APPURTENANCES AND FACILITIES WHICH ARE SHOWN TO THE ENGINEER ARE SHOWN FOR INFORMATION ONLY. CONTRACTOR SHALL EXERCISE ALL NECESSARY CAUTION TO AVOID DAMAGE TO ANY EXISTING FACILITIES WHICH ARE TO REMAIN IN PLACE, WHETHER OR NOT SUCH FACILITIES ARE SHOWN ON THE PLANS, AND SHALL BEAR FULL RESPONSIBILITY FOR ANY DAMAGE, HERETO, NO WARRANTY IS GIVEN AS TO THE COMPLETENESS AND ACCURACY OF SUCH FACILITIES INFORMATION.
- CONSTRUCTION STAGING SHALL BE PROVIDED BY THE OWNER.
- SEE LANDSCAPE PLANS FOR AREA DRAIN LOCATIONS NOT SHOWN ON THESE PLANS.
- IF IMPORTED FILL IS OBTAINED FROM OTHER THAN LICENSED QUARRY OR PREVIOUSLY APPROVED PROJECT, ENVIRONMENTAL CLEARANCE MAY BE REQUIRED. CONTACT CITY OF OAKLAND DEPARTMENT OF PUBLIC WORKS AT 510-558-4330 PRIOR TO START OF IMPORT OPERATIONS. PLANNING AND NOTICING FOR HAULING OPERATIONS SHALL COMPLY WITH VPIR 8501 CONDITIONS OF APPROVAL, AND THE EARLY RAINFALL MONITORING PROGRAM.
- PROVIDE 8 FOOT CLEARANCE ON SIDEWALKS FROM ALL OBSTACLES AND THE RIGHT-OF-WAY FOR WHEELCHAIR ACCESS.
- GROUND WATER CONTAMINATION HAS BEEN ENCOUNTERED ON THE SITE. IF GROUND WATER IS ENCOUNTERED ALL SAFETY PRECAUTIONS SHALL BE EXERCISED.

TO BE CONSTRUCTED	EXISTING	DESCRIPTION
---	---	PROPERTY LINE
---	---	CENTER LINE
---	---	EXISTING EDGE OF PAVEMENT
---	---	CURB, GUTTER, SIDEWALK & DRIVEWAY
---	---	FIRE HYDRANT
---	---	SANITARY SEWER AND MANHOLE
---	---	STORM SEWER AND MANHOLE
---	---	TYPE "B" ALLET SEE SHEET B-4 OF OAKLAND STANDARD DETAILS
---	---	GAS MAIN
---	---	WATER MAIN
---	---	WATER VALVE
---	---	POWER POLE
---	---	ELECTROKLEIN
---	---	CITY SURVEY MONUMENT
---	---	SIGN
---	---	ELECTRICAL CONDUIT
---	---	PULL BOX
---	---	HAND-UP RAMP
---	---	DIRECTION OF FLOW & GRADIENT

BASIS OF BEARINGS
THE BEARING NORTH 33°28'33" EAST ALONG WOOD STREET BETWEEN FOUND MONUMENTS AT THE INTERSECTION OF 12TH STREET AND 14th STREET AS SHOWN ON PARCEL MAP 8070, FILED IN BOOK 284 OF PARCEL MAPS, PAGES 29 AND 80, ALAMEDA COUNTY RECORDS, WAS USED AS THE BASIS OF BEARINGS FOR THIS MAP.

BENCHMARK
THE MONUMENT AT 12TH STREET AND WOOD STREET AS SHOWN UPON THE CITY OF OAKLAND, B.M. NO. 563, ELEVATION 8.53, CITY OF OAKLAND DATUM.

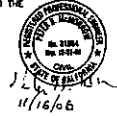
TRAFFIC CONTROL NOTE:
A TRAFFIC CONTROL PLAN SHALL BE FURNISHED TO THE CITY OF OAKLAND BY THE CONTRACTOR PRIOR TO THE BEGINNING OF ANY WORK.

ADDITIONAL GENERAL NOTES

- A PRE-CONSTRUCTION MEETING SHALL BE HELD AT THE SITE 48 (FORTY-EIGHT) HOURS PRIOR TO THE START OF WORK WITH THE FOLLOWING PEOPLE PRESENT: OWNER, CONTRACTOR, CITY INSPECTOR, OR THEIR REPRESENTATIVE. MINUTES OF THAT MEETING SHALL BE FURNISHED TO THE CITY INSPECTOR FOR REVIEW.
- ALL WORK SHALL BE DONE BETWEEN THE HOURS OF 7:00 A.M. AND 7:00 P.M. MONDAY THROUGH FRIDAY. CONSTRUCTION ACTIVITY WILL BE ALLOWED ON SATURDAY AND OUTSIDE THE HOURS OF 7:00 A.M. TO 7:00 P.M. ONLY UPON WRITTEN PERMISSION OF THE PLANNING DIRECTOR. NO CONSTRUCTION WILL BE ALLOWED SUNDAY OR FEDERAL HOLIDAYS. (CDA 9)
- CONTRACTOR SHALL PROVIDE WATER FOR DUST CONTROL. WATER MAY BE SUPPLIED THROUGH A TEMPORARY METER AT AN EMBANK DESIGNATED HYDRANT UPON SUBMITTAL OF APPLICATION, EMBANK APPROVAL AND PAYMENT OF FEES.
- RETAINING WALLS, NO MATTER WHAT THE HEIGHT, TO PROVIDE THE REQUIRED CLEARANCE FOR UTILITY BOXES, STREET LIGHTS AND FIRE HYDRANTS WHICH ARE WITHIN STREET RIGHT-OF-WAYS OR PUBLIC UTILITY EASEMENTS, SHALL BE CONSTRUCTED WITH PAVED IN PLACE CONCRETE OR MASONRY BLOCK.
- ALL RETAINING WALLS TO BE BUILT AS PART OF GRADING WITHIN PRIVATE PROPERTY, CITY RIGHT OF WAY AND DEDICATED EASEMENTS SHALL BE INSPECTED BY THE PUBLIC WORKS DEPARTMENT. NO VERTICAL EXCAVATIONS SHALL BE PERMITTED UNLESS THE CONTRACTOR HAS AN APPROVED PLAN.
- ALL RETAINING WALLS WITHIN THE PRIVATE PROPERTY AFTER GRADING IS COMPLETED SHALL BE INSPECTED BY BUILDING DIVISION. NO VERTICAL EXCAVATIONS SHALL BE PERMITTED UNLESS THE CONTRACTOR HAS AN APPROVED BUILDING PERMIT FOR THE RETAINING WALL.
- THE CONTRACTOR IS RESPONSIBLE FOR WATCHING EXISTING STREETS, SUBORDINATING LANDSCAPE AND OTHER EXISTING IMPROVEMENTS WITH A SMOOTH TRANSITION IN PAVING, CURBS, GUTTERS, SIDEWALKS, GRADING, ETC. AND TO AVOID ANY EMBANK OR APPARENT CHANGES IN GRADES OR CROSS SLOPES, LOW SPOTS OR HAZARDOUS CONDITIONS.
- IT IS THE RESPONSIBILITY OF THE DEVELOPER/CONTRACTOR TO INFORM THE CITY ENGINEER OF THE CIVIL ENGINEERING FIRM OR SOILS ENGINEERING FIRM HAS BEEN CHANGED AFTER APPROVAL OF THE SUBDIVISION PROJECT, AND THE NEW RESPONSIBLE CIVIL AND/OR SOILS ENGINEERING FIRM SHALL SUBMIT IN WRITING THAT HE/SHE HAS REVIEWED ALL PRIOR REPORTS AND/OR PLANS AND THAT HE/SHE CONCURS WITH THE FINDINGS, CONCLUSIONS, RECOMMENDATIONS, AND IS SATISFIED WITH THE WORK PERFORMED.
- ANY RELOCATION OF PUBLIC UTILITIES SHALL BE CONDUCTED IN ACCORDANCE WITH ANY AND ALL REQUIREMENTS OF THE UTILITY COMPANY AND INCLUDE FEES, BONDS, PERMITS AND WORKING CONDITIONS, ETC. THIS WORK SHALL BE DONE AT NO EXPENSE TO THE LOCAL AGENCIES. THE OWNER SHALL PAY THE COST OF ALL SAID FEES, BONDS, PERMITS, ETC.
- THE CONTRACTOR SHALL PROVIDE FOR INGRESS AND EGRESS FOR PRIVATE PROPERTY ADJACENT TO WORK THROUGHOUT THE PERIOD OF CONSTRUCTION.
- TRAFFIC CONTROL, MAINTENANCE AND OPERATION SHALL COMPLY WITH THE FOLLOWING STANDARD SPECIFICATIONS: SECTION 7-10.1 PUBLIC CONVENIENCE AND SAFETY, OF THE STANDARD SPECIFICATION FOR PUBLIC WORKS CONSTRUCTION, AND SECTION 12 "CONSTRUCTION AREA TRAFFIC CONTROL DEVICES" OF THE CALIFORNIA STANDARD SPECIFICATION JULY 2002.
- MANHOLES, WATER VALVE BOXES, AND CLEAN OUT FRAMES AND COVERS SHALL BE BROUGHT TO FINISHED GRADE BY THE CONTRACTOR AFTER GRADING OR PAVING IS COMPLETED.
- THE CONTRACTOR SHALL OBTAIN AN ENCROACHMENT PERMIT FROM THE PUBLIC WORKS AGENCY FOR ANY WORK WITHIN THE CITY'S RIGHT-OF-WAY OR STREETS.
- NO WORK SHALL BEGUN UNLESS THESE PLANS HAVE BEEN REVIEWED AND SIGNED BY THE CITY ENGINEER AND THE REQUIRED SETS OF PLANS HAVE BEEN PROVIDED TO THE CITY.
- WHERE AN EXCAVATION FOR A TRENCH AND/OR STRUCTURE IS FIVE FEET OR MORE, THE CONTRACTOR SHALL CONFORM TO OSHA REQUIREMENTS AND SHALL PROVIDE A COPY OF THE APPROVED OSHA PERMIT, DETAILS AND CALCULATIONS PREPARED BY A LICENSED CIVIL ENGINEER TO THE CITY ENGINEER.
- ALL PUBLIC MATERIALS TO BE SALVAGE SHALL BE DELIVERED TO THE CITY CORPORATION YARD.
- THE CONTRACTOR SHALL COOPERATE WITH THE OWNER'S AND CITY'S REPRESENTATIVES ON THE LOCATIONS AND INSTALLATION OF THE LANDSCAPE PROTECTION BARRIERS AND CONICATS PRIOR TO PAVING.
- GROUND WATER ELEVATIONS FLUCTUATE BETWEEN 5 TO 8 FT. BELOW SURFACE GRADE.
- TRAFFIC CONTROL PLAN SHALL BE SUBMITTED TO THE CITY PRIOR TO ANY START OF WORK THAT WILL REQUIRE ANY USE OF PUBLIC STREETS.

SHEET INDEX

- C-1 TITLE SHEET
- C-2 GRADING AND DRAINAGE GENERAL NOTES
- C-3 GRADING AND DRAINAGE PLAN
- C-4 GRADING AND DRAINAGE SECTIONS
- C-5 EROSION CONTROL PLAN NOTES
- C-6 EROSION CONTROL PLAN
- C-7 CONSTRUCTION DETAILS
- C-8 UTILITY PLAN
- C-9 UTILITY PLAN NOTES
- C-10 TOPOGRAPHIC SURVEY
- C-11 TOPOGRAPHIC SURVEY
- C-12 PLAN AND PROFILE - ZEPHYR DRIVE
- C-13 PLAN AND PROFILE - ZEPHYR DRIVE
- C-14 PLAN AND PROFILE - PRIVATE STREET
- C-15 PLAN AND PROFILE - PRIVATE STREET
- C-16 PLAN AND PROFILE - PRIVATE STREET
- C-17 GRATES SECTIONS
- C-18 IMPROVEMENT PLANS COVER SHEET
- C-19 PLAN AND PROFILE - WOOD STREET
- C-20 PLAN AND PROFILE - 12TH STREET
- C-21 TURNING MOVEMENTS, SIGNING AND STRIPING PLAN
- C-22 OFF SITE SIGNING AND STRIPING PLAN



EARTHWORK QUANTITIES (C.Y.)	
CUT	IMPORT
FILL	EXPORT

NO.	DATE	DESCRIPTION	BY
1	10/31/2008	ISSUED FOR PERMIT	JAL

Civil Engineering Associates
Civil Engineers • Planners • Surveyors
2580 North First Street • Suite 280 • San Jose, CA 95131
T: (408) 435-1066 • F: (408) 435-1070

TITLE SHEET
TRACT NO. 7687
OAKLAND CALIFORNIA

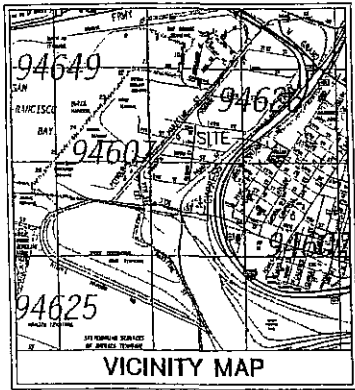
PREPARED FOR
Pulte
42110 Stonebridge Hill Road, 8th Floor
Pleasanton, California 94566
Phone 925-461-2020 Fax 925-461-0221

EXHIBIT B

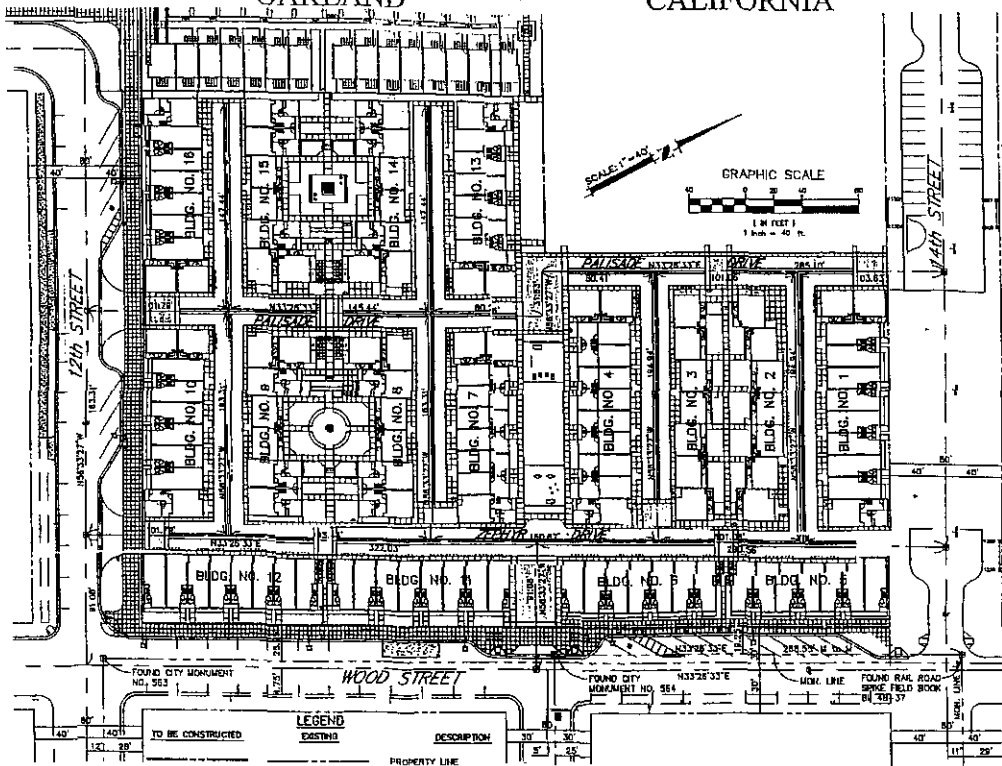
ZEPHYR GATE

OAKLAND

CALIFORNIA



VICINITY MAP



- GENERAL NOTES**
- ALL WORK SHALL BE PERFORMED IN ACCORDANCE WITH THE FOLLOWING:
 - APPLICABLE SECTIONS OF THE CITY OF OAKLAND STANDARD DETAILS FOR PUBLIC WORKS CONSTRUCTION 2003 EDITION, (GREEN BOOK)
 - THE PROJECT PLANS AND SPECIFICATIONS HEREON
 - STANDARDS OF THE UNITED STATES DEPARTMENT OF LABOR, OCCUPATIONAL SAFETY AND HEALTH ADMINISTRATION, OFFICE OF STANDARDS AND RULES OF THE STATE DIVISION OF INDUSTRIAL SAFETY
 - GEOTECHNICAL INVESTIGATION REPORT: LOWMEY ASSOCIATES DATED SEPTEMBER 20, 2004, NO. 11424-03
 - WHERE CONFLICTS EXIST BETWEEN ANY OF THE ABOVE LISTED SPECIFICATIONS, THE MOST STRINGENT LISTED SPECIFICATION SHALL PREVAIL.
 - CONTRACTOR SHALL SUPPLY ALL EQUIPMENT, LABOR, AND MATERIALS NECESSARY TO PERFORM THE WORK SHOWN ON THE PROJECT PLANS AND SPECIFICATIONS.
 - IT SHALL BE THE RESPONSIBILITY OF THE VARIOUS CONTRACTORS TO COORDINATE THEIR WORK SO AS TO ELIMINATE CONFLICTS, AND WORK TOWARD THE GENERAL GOOD AND COMPLETION OF THE ENTIRE PROJECT WITHIN THE SPECIFIED PERIOD.
 - ALL WORKMANSHIP AND MATERIALS FURNISHED BY THE CONTRACTOR SHALL BE OF THE BEST QUALITY AND QUANTITY DESCRIBED IN THE SPECIFICATIONS, AND SHALL BE FIRST CLASS THROUGHOUT. NEITHER FINAL ACCEPTANCE NOR FINAL PAYMENT OF OWNER SHALL RELIEVE CONTRACTOR OF RESPONSIBILITY FOR FAULTY MATERIALS OR WORKMANSHIP.
 - IN THE EVENT OF ANY CONFLICT OF INFORMATION SHOWN OR AMBIGUITIES IN THE PLANS AND SPECIFICATIONS, OR ANY CONFLICT BETWEEN THE PLANS AND THE INTENT, THE CONTRACTOR SHALL SO NOTIFY THE OWNER IN WRITING UPON WHICH THE OWNER SHALL RESOLVE THE CONFLICT OR AMBIGUITY BY THE ISSUANCE OF A WRITTEN CHANGE ORDER BY REVISING PLANS, SPECIFICATIONS OR BOTH. THE CONTRACTOR SHALL BEAR FULL COST AND RESPONSIBILITY FOR WORK AFFECTED BY SUCH UNRESOLVED CONFLICTS OR AMBIGUITIES AND PERFORMED BY THE CONTRACTOR PRIOR TO THE RESOLUTION BY THE OWNER.
 - CONTRACTOR SHALL EXERCISE ALL NECESSARY CAUTION TO AVOID DAMAGE TO ANY LANDSCAPING AND SURFACE IMPROVEMENTS WHICH ARE TO REMAIN IN PLACE, AND SHALL BEAR FULL RESPONSIBILITY FOR ANY DAMAGE HEREON.
 - EXISTING UNDERGROUND LINES, APPURTENANCES AND FACILITIES WHICH ARE KNOWN TO THE ENGINEER ARE SHOWN FOR INFORMATION ONLY. CONTRACTOR SHALL EXERCISE ALL NECESSARY CAUTION TO AVOID DAMAGE TO ANY EXISTING FACILITIES WHICH ARE TO REMAIN IN PLACE, WHETHER OR NOT SUCH FACILITIES ARE SHOWN ON THE PLANS, AND SHALL BEAR FULL RESPONSIBILITY FOR ANY DAMAGE THEREON. NO WARRANTY IS GIVEN AS TO THE COMPLETENESS AND ACCURACY OF SUCH FACILITIES INFORMATION.
 - CONSTRUCTION STAKING SHALL BE PROVIDED BY THE OWNER.
 - SEE LANDSCAPE PLANS FOR AREA DRAIN LOCATIONS NOT SHOWN ON THESE PLANS.
 - IF IMPROVED FILL IS OBTAINED FROM OTHER THAN LICENSED QUARRY OR PREVIOUSLY APPROVED PROJECT, ENVIRONMENTAL CLEARANCE MAY BE REQUIRED. CONTACT CITY OF OAKLAND, DEPARTMENT OF PUBLIC WORKS AT 310-398-1230 PRIOR TO START OF BUREAU OPERATIONS. PLANNING AND MONITORING FOR HANDLING OPERATIONS SHALL COMPLY WITH VPIH 8351 CONDITIONS OF APPROVAL AND THE EIR, MITIGATION MONITORING PROGRAM.
 - PROVIDE 5 FOOT CLEARANCE OF SIDEWALKS FROM ALL OBSTACLES AND THE RIGHT-OF-WAY FOR WHEELCHAIR ACCESS.
 - GROUND WATER CONTAMINATION HAS BEEN ENCOUNTERED ON THE SITE IF GROUND WATER IS ENCOUNTERED ALL SAFETY PRECAUTIONS SHALL BE OBSERVED.

TO BE CONSTRUCTED	EXISTING	DESCRIPTION
---	---	PROPERTY LINE
---	---	CENTER LINE
---	---	EXISTING EDGE OF PAVEMENT
---	---	CURB, GUTTER, SIDEWALK & DRIVEWAY
---	---	FIRE HYDRANT
---	---	SEWERY SINKER AND MANHOLE
---	---	STORM SINKER AND MANHOLE
---	---	TYPED "S" INLET SEE SHEET D-4 OF OAKLAND STANDARD DETAILS
---	---	GAS MAIN
---	---	WATER MAIN
---	---	WATER VALVE
---	---	POWER POLE
---	---	ELECTRIFIER
---	---	CITY SURVEY MONUMENT
---	---	SIGN
---	---	ELECTRICAL CONDUIT
---	---	FULL BOX
---	---	HANDS-CAP RAMP
---	---	DIRECTION OF FLOW & GRADIENT

BASIS OF BEARINGS
 THE BEARING NORTH 33°26'33" EAST ALONG WOOD STREET BETWEEN FOUND MONUMENTS AT THE INTERSECTION OF 12TH STREET AND 14TH STREET AS SHOWN IN PARCELS MAP 8072 FILED IN BOOK 206 OF PARCELS MAPS, PAGES 29 AND 32 ALAMEDA COUNTY RECORDS, WAS USED AS THE BASIS OF BEARINGS FOR THIS MAP.

BENCHMARK
 THE MONUMENT AT 12TH STREET AND WOOD STREET AS SHOWN UPON THE CITY OF OAKLAND, B.M. NO. 563, ELEVATION 85.3, CITY OF OAKLAND DATUM

TRAFFIC CONTROL NOTE:
 A TRAFFIC CONTROL PLAN SHALL BE FURNISHED TO THE CITY OF OAKLAND BY THE CONTRACTOR PRIOR TO THE BEGINNING OF ANY WORK.

ADDITIONAL GENERAL NOTES

- A PRE-CONSTRUCTION MEETING SHALL BE HELD AT THE SITE AS (FOURTY-EIGHT) HOURS PRIOR TO THE START OF WORK WITH THE FOLLOWING PEOPLE PRESENT: OWNER, CONTRACTORS, ENGINEERS, CITY INSPECTOR, OR THEIR REPRESENTATIVE. MINUTES OF THAT MEETING SHALL BE FURNISHED TO THE CITY INSPECTOR FOR REVIEW.
- ALL WORK SHALL BE DONE BETWEEN THE HOURS OF 7:00 A.M. AND 7:00 P.M. MONDAY THROUGH FRIDAY. CONSTRUCTION ACTIVITY WILL BE ALLOWED ON SATURDAY AND OUTSIDE THE HOURS OF 7:00 AM TO 7:00 PM ONLY UPON WRITTEN PERMISSION OF THE PLANNING DIRECTOR. NO CONSTRUCTION WILL BE ALLOWED SUNDAY OR FEDERAL HOLIDAYS. (COA 9)
- CONTRACTOR SHALL PROVIDE WATER FOR DUST CONTROL. WATER MAY BE SUPPLIED THROUGH A TEMPORARY METER AT AN DESIGNATED HYDRANT UPON SUBMITTAL OF APPLICATION, FORMAL APPROVAL AND PAYMENT OF FEES.
- RETAINING WALLS, NO MATTER WHAT THE HEIGHT, TO PROVIDE THE REQUIRED CLEARANCE FOR UTILITY BOXES, STREET LIGHTS AND FIRE HYDRANTS WHICH ARE WITHIN STREET RIGHT-OF-WAYS OR PUBLIC UTILITY EASEMENTS, SHALL BE CONSTRUCTED WITH REINFORCED IN PLACE CONCRETE OR MASCHERY BLOCK.
- ALL RETAINING WALLS TO BE BUILT AS PART OF GRADING WITHIN PRIVATE PROPERTY, CITY RIGHT OF WAY AND DEDICATED EASEMENTS SHALL BE INSPECTED BY THE PUBLIC WORKS DEPARTMENT. NO VERTICAL EXCAVATIONS SHALL BE PERMITTED UNLESS THE CONTRACTOR HAS AN APPROVED PLAN.
- ALL RETAINING WALLS WITHIN THE PRIVATE PROPERTY AFTER GRADING IS COMPLETED SHALL BE INSPECTED BY BUILDING DIVISION. NO VERTICAL EXCAVATIONS SHALL BE PERMITTED UNLESS THE CONTRACTOR HAS AN APPROVED BUILDING PERMIT FOR THE RETAINING WALL.
- THE CONTRACTOR IS RESPONSIBLE FOR MAINTAINING EXISTING STREETLIGHTS, SURROUNDING LANDSCAPE AND OTHER EXISTING IMPROVEMENTS WITH A SMOOTH TRANSITION IN PAVING, CURBS, SIDEWALKS, GRADING, ETC. AND TO AVOID ANY ADJUST OR APPARENT CHANGES IN GRADES OR CROSS SLOPES, LOW SPOTS OR HAZARDOUS CONDITIONS.
- IT IS THE RESPONSIBILITY OF THE DEVELOPER/CONTRACTOR TO NOTIFY THE CITY ENGINEER IF THE CIVIL ENGINEERING FIRM OR SOILS ENGINEERING FIRM HAS BEEN CHANGED AFTER APPROVAL OF THE SUBDIVISION PROJECT, AND THE NEW RESPONSIBLE CIVIL AND/OR SOILS ENGINEERING FIRM SHALL SUBMIT IN WRITING THAT HE/SHE HAS REVIEWED ALL PRIOR REPORTS AND/OR PLANS AND THAT HE/SHE CONCURS WITH THE FINDINGS, CONCLUSIONS, RECOMMENDATIONS, AND IS SATISFIED WITH THE WORK PERFORMED.
- ANY RELOCATION OF PUBLIC UTILITIES SHALL BE CONDUCTED IN ACCORDANCE WITH ANY AND ALL REQUIREMENTS OF THE UTILITY COMPANY AND INCLUDE FEES, BONDS, PERMITS, AND WORKING CONDITIONS, ETC. THIS WORK SHALL BE DONE AT NO EXPENSE TO THE LOCAL AGENCIES. THE OWNER SHALL PAY THE COST OF ALL SAID FEES, BONDS, PERMITS, ETC.
- THE CONTRACTOR SHALL PROVIDE FOR ACCESS AND EGRESS FOR PRIVATE PROPERTY ADJACENT TO WORK THROUGHOUT THE PERIOD OF CONSTRUCTION.
- TRAFFIC CONTROL, MAINTENANCE AND OPERATION SHALL COMPLY WITH THE FOLLOWING STANDARD SPECIFICATIONS: SECTION 7-01.1 PUBLIC CONVENIENCE AND SAFETY, OF THE STANDARD SPECIFICATION FOR PUBLIC WORKS CONSTRUCTION, AND SECTION 12 "CONSTRUCTION AREA TRAFFIC CONTROL DEVICES" OF THE CALIFORNIA STANDARD SPECIFICATION JULY 2002.
- MANHOLE WATER VALVE BOXES, AND CLEAN OUT FRAMES AND COVERS SHALL BE BROUGHT TO FINISHED GRADE BY THE CONTRACTOR AFTER GRADING OR PAVING IS COMPLETED.
- THE CONTRACTOR SHALL OBTAIN AN ENCROACHMENT PERMIT FROM THE PUBLIC WORKS AGENCY FOR ANY WORK WITHIN THE CITY'S RIGHT-OF-WAY OR STREETS.
- NO WORK SHALL BEGUN UNLESS THESE PLANS HAVE BEEN REVIEWED AND SIGNED BY THE CITY ENGINEER AND THE REQUIRED SETS OF PLANS HAVE BEEN PROVIDED TO THE CITY.
- WHERE AN EXCAVATION FOR A TRENCH AND/OR STRUCTURE IS FIVE FEET OR MORE THE CONTRACTOR SHALL COMPLY WITH OSHA REQUIREMENTS AND SHALL PROVIDE A COPY OF THE APPROVED OSHA PERMITS, SIGNING DETAILS AND CALCULATIONS PREPARED BY A LICENSED CIVIL ENGINEER TO THE CITY ENGINEER.
- ALL PUBLIC MATERIALS TO BE SALVAGED SHALL BE DELIVERED TO THE CITY CORPORATION YARD.
- THE CONTRACTOR SHALL COORDINATE WITH THE OWNER'S AND CITY'S REPRESENTATIVES ON THE LOCATION AND INSTALLATION OF THE LANDSCAPE IRRIGATION SLEEVES AND CONDUITS PRIOR TO PAVING.
- GROUND WATER ELEVATIONS FLUCTUATE BETWEEN 5 TO 8 FT. BELOW SURFACE GRADES.
- TRAFFIC CONTROL PLAN SHALL BE SUBMITTED TO THE CITY PRIOR TO ANY START OF WORK THAT WILL REQUIRE ANY USE OF PUBLIC STREETS.

SHEET INDEX

- C-1 TITLE SHEET
- C-2 GRADING AND DRAINAGE GENERAL NOTES
- C-3 GRADING AND DRAINAGE PLAN
- C-4 GRADING AND DRAINAGE SECTIONS
- C-5 EROSION CONTROL PLAN NOTES
- C-6 EROSION CONTROL PLAN
- C-7 CONSTRUCTION DETAILS
- C-8 UTILITY PLAN
- C-9 UTILITY PLAN NOTES
- C-10 TOPOGRAPHIC SURVEY
- C-11 TOPOGRAPHIC SURVEY
- C-12 PLAN AND PROFILE - ZEPHYR DRIVE
- C-13 PLAN AND PROFILE - ZEPHYR DRIVE
- C-14 PLAN AND PROFILE - PRIVATE STREET
- C-15 PLAN AND PROFILE - PRIVATE STREET
- C-16 PLAN AND PROFILE - PRIVATE STREET
- C-17 GRATES SECTIONS
- C-18 IMPROVEMENT PLANS COVER SHEET
- C-19 PLAN AND PROFILE - WOOD STREET
- C-20 PLAN AND PROFILE - 12TH STREET
- C-21 TURNING MOVEMENTS, SIGNING AND STRIPING PLAN
- C-22 OFF SITE SIGNING AND STRIPING PLAN

EARTHWORK QUANTITIES (C.Y.)		
CUT	IMPORT	
FILL	EXPORT	



NO.	DATE	DESCRIPTION	BY
1	10/31/06	ISSUED FOR PERMITS	J.M.
2	11/16/06	ISSUED FOR PERMITS	J.M.

Civil Engineering Associates
 Civil Engineers • Planners • Surveyors
 2500 North First Street • Suite 290 • San Jose, CA 95131
 P: (408) 435-1058 • F: (408) 435-1075

TITLE SHEET
TRACT NO. 7687
 OAKLAND CALIFORNIA

PREPARED FOR: **Paite**
 3310 Sycamore Lane Road, 6th Floor
 Pleasanton, California 94566
 Phone 925-216-3300 • Fax 925-485-0291

EXHIBIT B

recording requested by:

CITY OF OAKLAND

when recorded mail to:

City of Oakland
CEDA - Building Services
Dalziel Administration Building
250 Ogawa Plaza - 2nd Floor
Oakland, CA 94612
Attn: City Engineer

EXHIBIT C

----- space above for Recorder's use only -----

APPROVED FOR FORM AND LEGALITY

CITY ATTORNEY

SUBDIVISION IMPROVEMENT AGREEMENT

Deferred Construction of Public Infrastructure Improvements

1203 - 1333 Wood Street - Zephyr Gate

Final Map - No. 7687

This Agreement is between **Pulte Home Corporation** (DEVELOPER), a Michigan corporation doing business in California (no. C1271167), and its successors or assigns, affiliated companies or corporations, parent companies or corporations, or partners, and the **City of Oakland** (CITY), a California municipal corporation.

RECITALS

The DEVELOPER is the owner in fee title and subdivider of originally subdivided contiguous lots located within the corporate limits of the CITY, which are identified by the Alameda County Assessor as parcel number 006-0029-001-02 and by the CITY as 1203/ 1205/ 1207/ 1233/ 1235/ 1301/ 1333 Wood Street, who has presented a proposed Final Map, which is identified by the Alameda County Recorder as No. 7687, to the Council of the CITY that proposes a voluntary merger of the previously subdivided lots of this platted land and its re-subdivision as 24 lots and 130 residential condominiums.

As a condition precedent to the approval of the proposed Final Map, the CITY requires the irrevocable dedication of public right-of-way and public easements shown on the map. In addition, the CITY requires the construction of public infrastructure improvements off-site in the CITY right-of-way and on-site in dedicated right-of-way and easements that customarily includes grading, paving, striping and lettering, curbs, gutters and sidewalks, trees, landscaping and irrigation, retaining walls, storm drains and sanitary sewers, street name and public transportation signs, survey monuments, electricity, communication, water, and natural gas utility mains and branch piping and wiring, fire hydrants, street light electroliers, traffic control and curb parking signs, signals and meters, and all appurtenances thereto.

The DEVELOPER has asked the CITY and local public utility companies to accept the permanent maintenance of the required public infrastructure improvements shown on the construction plans accompanying permit number PX 0600069 and included in *Exhibit A*, attached hereto.

Construction of the required public infrastructure improvements, however, has not commenced nor been accepted by the CITY. Consequently and in consideration of the approval of the proposed Final Map and acceptance of the irrevocable offers of dedication of public right-of-way and easements and acceptance of the permanent maintenance of the required public infrastructure improvements, the parties desire to establish an Agreement binding the DEVELOPER to complete the required improvements within the time duration set forth in paragraph 4 below.

THEREFORE, it is agreed as follows:

1. **Approval of Parcel Map**

Approval of the proposed Final Map No. 7687 by the CITY shall be conditioned upon recordation of this Agreement with the Alameda County Recorder, as well as DEVELOPER's satisfactory performance of its obligations specified in this Agreement, as determined by the CITY.

2. **Construction of Improvements**

The DEVELOPER shall construct all required off-site and on-site public infrastructure improvements in strict accordance with all permits, specifications, plans and applicable CITY standards and performance criteria as specified in *Exhibit A* and set forth below in paragraph 3, Special Conditions.

3. **Special Conditions**

The DEVELOPER shall comply with the special conditions as follows:

A. Public infrastructure improvements shall conform with the performance criteria specified in Oakland Municipal Code Chapter 16.16 - Design Standards and in Standard Details for Public Works Construction 2002 Edition and Standard Specifications for Public Works Construction 2002 Edition.

B. The time duration for the completion of required public infrastructure improvements, as set forth in paragraph 4 below, shall include allowance for construction workday delays attributable to consecutive and intermittent inclement weather, as has been recorded by the United States Weather Bureau for the CITY and surrounding area and seasonally averaged for the previous ten years.

C. Hours, days, and months of operation and control of public nuisance conditions for the construction of required public infrastructure improvements shall conform with the requirements of all CITY Conditions of Approval for the project and the Oakland Municipal Code, including section 15.04.780 and subsections 3304.6 and 3304.11. No work shall be performed on Saturdays or Sundays or holidays nor commence before 8:00 am local time nor be performed after 5:00 pm local time without the written authorization of the City Engineer.

D. Performance standards for the construction of required public infrastructure improvements shall comply with the requirements of Oakland Municipal Code chapter 17.120 and with regional, state, and federal regulations for "Best Management Practices" for erosion and sedimentation control.

E. In order to safeguard life, public and private property, and to ensure that the work will be carried out in an orderly manner in conformance with all regulations and without creating a public nuisance, the City Engineer may add to, remove, or change these Special Conditions from time to time during the duration of the permit as he or she deems reasonably necessary.

4. **Completion of Improvements**

A. All construction of required public infrastructure improvements shall be completed by the DEVELOPER within one (1) year of the date of recordation of this Agreement, except those required

improvements for which another completion date is stated in *Exhibit A* or set forth above in paragraph 3, Special Conditions. Construction shall not be deemed complete until the public infrastructure permit has been finalized and an unconditional Certificate of Completion has been issued by the City Engineer.

B. The City Administrator may extend the time for completion of the required public infrastructure improvements. Upon consultation with the City Engineer, the City Administrator shall be the sole and final judge as to whether or not good cause has been shown to entitle the DEVELOPER to an extension under this paragraph 4B.

C. An extension may be granted without notice to the DEVELOPER's surety, and extensions so granted shall not relieve the surety's liability on any of the bonds required by this Agreement.

D. In the event that an extension is granted, DEVELOPER agrees to promptly extend the term of all surety bonds securing its performance under this Agreement, and/or provide additional bonds or other surety acceptable to the CITY. All such bonds and/or other surety are subject to review and approval by the City Attorney for legal sufficiency, and if no bonds or other surety acceptable to the City Attorney are provided to secure DEVELOPER's performance, the extension shall be void.

5. Acceptance of Dedications and Ownership of Improvements

Upon final approval of the public infrastructure improvement permit and unconditional issuance of a Certificate of Completion, all irrevocable offers of dedication of public rights-of-way and public easements will be accepted by the CITY, and all improvements required by this Agreement shall become the sole property of the CITY. The CITY will subsequently accept the permanent maintenance of these improvements as set forth below in paragraphs 7, Maintenance, and 8, Guarantee and Warranty.

6. Responsibility for Dedications and Improvements

Until the Certificate of Completion is unconditionally issued, the DEVELOPER shall give good and adequate warning to the public of each and every defective or dangerous condition existing or arising within all public right-of-way and public easements offered for dedication and shall adequately protect the public from said unsafe conditions. Warning to and protection of the public shall remain the sole responsibility and expense of the DEVELOPER until such time as the Certificate of Completion is unconditionally issued.

7. Maintenance of Improvements

Until one (1) year has elapsed following unconditional issuance of the Certificate of Completion, the DEVELOPER shall maintain the construction of the required public infrastructure improvements and shall immediately perform or cause to be performed at its sole expense all necessary repairs, replacements, additions, or other corrective actions.

8. Guarantee of Workmanship and Warranty of Equipment, Materials, and Expertise

Until one (1) year has elapsed following the unconditional issuance of the Certificate of Completion, the DEVELOPER warrants that the required public infrastructure improvements, including the equipment and materials provided for the required improvements, are and will be free from defects and guarantees that the construction of the required improvements is and will be free from deficiencies and that the required improvements will perform satisfactorily in accordance with the specifications, plans and applicable CITY standards and performance criteria as specified in *Exhibit A* and set forth above in paragraph 3, Special Conditions. DEVELOPER further warrants that its design professionals are competent, that their analyses are adequate, and that their designs will meet or exceed the applicable CITY standards and performance criteria as specified in *Exhibit A* and set forth above in paragraph 3, Special Conditions.

If at any time before the expiration of the guarantee and warrantee period specified herein said designs prove to be inadequate in any respect, as determined by the City Engineer, the DEVELOPER shall make changes at its sole expense necessary to assure conformance with said standards and criteria.

9. Inspection of Construction

Inspection of the construction and equipment and materials, or approval of the construction and equipment and materials inspected, or statement by any officer, agent, or employee of the CITY indicating the construction and equipment and materials, or any part thereof, comply with the requirements and conditions of this Agreement, or acceptance of the whole or any part of the construction and materials, or payments thereof, or any combinations, or any combination, or all of these acts shall not relieve the DEVELOPER of its obligation to fulfill this Agreement as prescribed herein; nor shall the CITY be thereby estopped from bringing any action for damages arising from the failure of the DEVELOPER to comply with any of the requirements and conditions of this Agreement.

10. Payment of Fees and Penalties and Accrued Interest

Prior to issuance of the Certificate of Completion and prior to acceptance by the CITY of the on-site and off-site required public infrastructure improvements for permanent maintenance, the DEVELOPER shall pay all fees and penalties and accrued interest to the CITY and other Public Agencies that remain unpaid. Interest on amounts owed to the CITY shall accrue at the rates set forth in its Master Fee Schedule and from date that the fees and penalties are assessed and shall continue until full payment is received, whether or not any conditions of this Agreement are extended or modified.

11. Reversion to Acreage

If the DEVELOPER fails to perform its obligations under this Agreement, DEVELOPER, as the subdivider, consents to the reversion to acreage of the land which is the subject to this Agreement pursuant to Government Code section 66499.16 and to bear all applicable costs.

12. Property Acquisition

If the DEVELOPER is unable to acquire property required for the construction of required improvements, the DEVELOPER agrees to execute the standard CITY Contract for Real Property Acquisition to provide for acquisition through eminent domain.

13. Security

The DEVELOPER shall present to the CITY surety bonds, in a form satisfactory to the City Attorney, issued by a corporate surety authorized to issue said security in the State of California as follows:

A. Before execution of this Agreement, the following securities shall be presented:

1. **Faithful Performance Bond** in a face amount not less than \$ 652,282.00, which is the full amount (one-hundred percent) of the City Engineer's total estimated cost for constructing the on-site and off-site public infrastructure improvements, to secure faithful performance of this Agreement by the DEVELOPER; and

2. **Labor and Materials Bond** in a face amount not less \$ 326,141.00, which is one-half (fifty percent) of the full amount of the City Engineer's total estimated cost for constructing the required on-site and off-site public infrastructure improvements, to secure payment by the DEVELOPER to its contractor, subcontractors, laborers and materialmen furnishing supervision, labor, materials and equipment engaged in the construction pursuant to this Agreement, and further to secure payment as required by the Unemployment Insurance Act.

B. Before final approval of the public infrastructure permit, the following security shall be presented:

Maintenance Bond in a face amount not less than \$ 163,070.00, which is one-quarter (twenty-five percent) of the full amount of the City Engineer's total estimated cost for constructing the required on-site and off-site public infrastructure improvements, to secure faithful performance of paragraphs 7, Maintenance, and 8, Guarantee and Warranty, above. This Maintenance Bond shall remain in effect for not less than one year after the date of the unconditional issuance of the Certificate of Completion of the required public infrastructure improvements.

C. Pursuant to Government Code section 66499.4, the obligation guaranteed by each bond shall include costs and reasonable expenses and fees, including reasonable attorney fees and expert witness fees, incurred by the CITY in successfully enforcing said obligations and shall be in addition to the face amount of each bond.

14. Alternative Security

In lieu of the bonds required above in paragraph 13, Security, alternative securities may be substituted by the DEVELOPER in a form provided by Government Code Section 66499.3 and subject to review and approval by the City Attorney.

15. Hold Harmless

The DEVELOPER shall indemnify, defend and hold the CITY and its officers, officials, employees, representatives, agents and volunteers harmless against any and all claims, injuries, damages, losses and suits, including attorney fees and expert witness fees, arising out of or in connection with the performance of this Agreement, except for injuries and damages directly caused by the sole gross negligence of the CITY and its officers, official, employees, representative, agents, or volunteers.

Not in limitation of the foregoing, DEVELOPER further agrees to defend and protect the CITY and its officers, officials, employees, representatives, agents and volunteers from all liability or claim because of, or arising out of the use of any patent or patented articles in the construction of said improvements.

DEVELOPER waives all claims and recourse against the CITY, including, without limitation, the right of contribution for loss or damage to persons or property, arising from, growing out of, or in any way connected with or incident to the work performed or failed to be performed under this Agreement, except claims and recourse arising directly from the sole gross negligence of the CITY and its officers, officials, employees, representatives, agents or volunteers.

This indemnification clause shall survive the termination of this Agreement.

16. Insurance Required

DEVELOPER shall procure and maintain for the duration of the Agreement sufficient insurance against claims for injuries to persons or damages to property that may arise from or in connection with the performance of the work hereunder by the DEVELOPER and his agents, representatives, employees or subcontractors.

A. Minimum Scope of Insurance

Coverage shall be at least as broad as:

1. Insurance Services Office Commercial General Liability coverage ("occurrence" form CG 0001).

2. Insurance Services Office form number CA 0001 covering Automobile Liability, code 1 "any auto."

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

B. Minimum Limits of Insurance

1. **Commercial General Liability** insurance, including but not limited to, Bodily Injury, Broad Form Property Damage, Contractual Liability, Operations, Products and Completed Operations, Owners and Contractors Protective Liability, and/or XCU coverage, when applicable, with limits not less than **\$2,000,000.00** combined single limit per occurrence for bodily damage, personal injury and property damage. *The limits of insurance shall apply separately to this project or location. The policy shall contain a severability of interest clause or cross liability clause or the equivalent thereof.*

2. **Automobile Liability** with limits not less than **\$2,000,000.00** combined single limit per accident for bodily injury and property damage.

3. **Worker's Compensation** insurance as required by the laws of the State of California with limits not less than **\$1,000,000.00**. Statutory coverage may include Employers Liability coverage. The Contractor certifies that he/she is aware of the provisions of section 3700 of the California Labor Code, which requires every employer to provide Workers' Compensation coverage, or to undertake self-insurance in accordance with the provisions of that Code. The Contractor shall comply with the provisions of section 3700 of the California Labor Code before commencing performance of the work under this Agreement and thereafter as required by that code.

4. **Professional Liability/ Errors/ Omissions** insurance with limits not less than **\$1,000,000.00**.

5. **Builders' Risk/ Course of Construction** insurance covering all risks of loss with limits not less than the completed value of the project with no coinsurance penalty provisions. The CITY shall be named as loss payee under this policy. The insurer shall waive all rights of subrogation against the CITY.

C. Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to the CITY, or the DEVELOPER shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

D. Other Insurance Provisions

The general and automobile liability policies shall contain, or be endorsed to contain, the following provisions:

1. The CITY and its officers, officials, employees, representatives, agents and volunteers are to be covered as additional insured as respects: liability arising out of activities performed by or on behalf of the DEVELOPER, products and completed operations of the DEVELOPER; premises owned, occupied or used by the DEVELOPER, or automobiles owned, leased, hired or borrowed by the DEVELOPER. The coverage shall contain no special limitations on the scope of protection afforded to the CITY and its officers, officials, employees, representatives, agents, and volunteers.

2. The DEVELOPER's insurance coverage shall be primary insurance as respects the CITY and its officers, officials, representatives, employees, agents and volunteers. Any insurance or self-insurance

maintained by the CITY and its officers, officials, employees, representatives, agents, or volunteers shall be excess of the DEVELOPER's insurance and shall not contribute with it.

3. Any failure to comply with reporting provisions of the policies required by this clause, including breaches of warranties, shall not affect coverage provided to the CITY and its officers, officials, employees, representatives, agents, and volunteers.

4. The 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.

5. The insurer shall agree to waive all rights of subrogation against the CITY and its officers, officials, employees, representatives, agents, and volunteers for losses arising from work performed by the DEVELOPER for the CITY.

6. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled, except for non-payment of premium, by either party, except after thirty (30) days prior written notice by certified mail, return receipt required, has been given to the CITY. In the event the policy is canceled for non-payment of premium, ten (10) days prior written notice, as stated above, will be given.

E. Acceptability of Insurers

If the insurance company providing coverage is licensed to do business in the State of California, the company shall have an A.M. Best rating of not less than A:VII. However, if the insurance company is not licensed to do business in California, the A.M. Best rating shall not be less than A+:X. The maximum A.M. Best rating is A++:XV.

F. Verification of Coverage

DEVELOPER shall furnish the CITY 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 Commercial General Liability endorsement shall be a form CG 20 10 (or proprietary equivalent), attached to this form. The Commercial Automobile Liability endorsement shall be a form CA 20 48, attached to this document. All certificates and endorsements are to be received and approved by the CITY before work commences. The CITY reserves the right to review all required insurance policies at the DEVELOPER's office, at any time, and the DEVELOPER shall cooperate with the CITY in this respect. A STATEMENT OF ADDITIONAL INSURED ENDORSEMENT ON THE ACORD INSURANCE CERTIFICATE FORM IS INSUFFICIENT AND WILL BE REJECTED AS PROOF OF THE ADDITIONAL INSURED REQUIREMENT.

G. Subcontractors

The DEVELOPER shall include all subcontractors as insured under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverage for subcontractors shall be subject to all of the requirements stated herein.

17. Participation in Benefit Districts

The DEVELOPER shall participate in all Benefit Districts formed by the CITY prior to the execution of this Agreement and shall pay the prorated fee due the CITY under the terms of Benefit District or Districts as applied to the real property covered by this Agreement.

18. Actions to Enforce

18. Actions to Enforce

If any action at law or in equity, including an action for declaratory relief, is brought to enforce or interpret the provisions of this Agreement, the prevailing party shall be entitled to costs and reasonable expenses and fees, including reasonable attorneys' fees and expert witness fees, in addition to any other relief to which they may be entitled.

19. Beneficiaries, Heirs, Assigns, and Successors In Interest

This Agreement pertains to and runs with the real property included within Final Map No. 7687, which land is expressly agreed to benefit from the privileges granted to DEVELOPER under this Agreement, and binds the beneficiaries, heirs, assigns, and successors in interest of the DEVELOPER.

20. Attachments

The following documents are incorporated into this Agreement by reference:

CITY permits: Public Infrastructure PX 0600069 Planning PUD 05488/ 05489, ER030023
Creek Protection n.a. Building B0603395, et al.
Grading GR 0600063 Encroachment ENMJ 06

Resolutions: _____ CMS _____ CMS

Subdivision: Final Map No. 7687 City Engineer's Estimate of the Cost of Improvements

Insurer: _____ Surety: _____

21. Constructive Notice

DEVELOPER shall cause this Agreement to be filed for recordation in the Official Records of Alameda County within five (5) calendar days following execution by the CITY.

22. Effective Date

This Agreement shall not become effective until recorded as provided in paragraph 21 above.

IN WITNESS WHEREOF, the DEVELOPER has caused its name to be subscribed hereto, and the CITY has caused its name to be affixed hereto on the dates indicated below.

PULTE HOME CORPORATION *

CITY OF OAKLAND

signature

signature

name

DEBORAH EDGERLY
City Administrator

title

date

date

* notarized acknowledgment required

Introduced by

Councilmember

OFFICE OF THE CITY CLERK

2008 DEC -7 PM 5:08

Approved for Form and Legality

F. Fair
City Attorney

OAKLAND CITY COUNCIL

Resolution No. _____ C.M.S.

RESOLUTION CONDITIONALLY APPROVING A SUBDIVISION IMPROVEMENT AGREEMENT WITH PULTE HOME CORPORATION FOR THE FINAL MAP FOR TRACT 7687 FOR THE ZEPHYR GATE SUBDIVISION FOR CONSTRUCTION OF PUBLIC INFRASTRUCTURE IMPROVEMENTS AT 1203 – 1333 WOOD STREET

WHEREAS, the residential developer of a multiple-family condominium project, Pulte Home Corporation, a Michigan corporation doing business in California (no. C1271167), is the Subdivider of a single parcel identified by the Alameda County Assessor as APN 066-0029-001-02, by the Alameda County Recorder as Tract 7687, and by the City of Oakland as 1203 – 1333 Wood Street, and by the developer as Zephyr Gate; and

WHEREAS, the Subdivider has acquired by purchase for valuable consideration the real property comprising Tract 7687; and

WHEREAS, the Subdivider has previously applied to the City of Oakland to subdivide the platted land into the twenty-four (24) contiguous lots comprising Tract 7687; and

WHEREAS, the Council of the City of Oakland approved the land use entitlements (GP04545, PUDF05488, PUDF05489, RZ04544) and the Vesting Tentative Map for Tract 7687 on May 17, 2005, which proposed the subdivision of the single parcel into sixteen (16) developable lots for multiple-family condominiums and an additional eight (8) common-area lots with irrevocable offers of dedication of coterminous easements for public access and public utilities; and

WHEREAS, the Secretary of the Planning Commission of the City of Oakland has certified to the Council of the City of Oakland that the Planning Commission approved the Tentative Map for Tract 7687, upon which the Final Map for Tract 7582 is based; and

WHEREAS, the City Engineer of the City of Oakland has determined that

- the Final Map for Tract 7687, attached hereto as Exhibit A, is substantially the same as the Vesting Tentative Map approved by the Planning Commission, and
- the Final Map complies in all manners with the provisions of the California Government Code (Section 66400, et seq. - Subdivision Map Act), and the City of Oakland’s local ordinance (Municipal Code Title 16 - Subdivisions); and

WHEREAS, the City Engineer has further determined that the Final Map is technically correct and accurately delineates the metes and bounds of the twenty-four (24) proposed lots and the proposed on-site public and private easements, the limits of which have been established by field survey and can be re-established from the monuments, property corners, radii, bearings, and distances shown on the Final Map for Tract 7687; and

WHEREAS, the Subdivider has employed a competent and qualified design professional, who is licensed by the State of California to practice civil engineering, to prepare plans and specifications for the construction of required surface and subsurface public infrastructure improvements within the existing public right-of-way of Wood Street, 12th Street, and 14th Street and the proposed on-site public easements; and

WHEREAS, the City Engineer has approved infrastructure permit (PX0600069) and the Subdivider's plans and specifications for construction of the required public infrastructure improvements, included with Exhibit *B* and attached hereto; and

WHEREAS, at the time of approval of the Final Map by the Council of the City of Oakland, the Subdivider will not have commenced nor competed construction of the required public infrastructure improvements, and consequently the City Engineer will not have approved the construction of nor issued a Certificate of Completion for the required improvements; and

WHEREAS, pursuant to Government Code section 66462 and Municipal Code section 16.20.100, the Subdivider may record a Final Map before completing construction of required public infrastructure improvements by entering into an agreement with the City giving assurance that the required improvements will be completed within a determinate period of time; and

WHEREAS, pursuant to Government Code section 66462 and Municipal Code section 16.20.100 as a condition precedent to approval of the Final Map, the Subdivider has executed a Subdivision Improvement Agreement, attached hereto as Exhibit *C*, assuring the timely construction, unconditional warrantee, and prescribed maintenance of all required public infrastructure improvements; and

WHEREAS, pursuant to Government Code section 66499 et seq. and Municipal Code section 16.20.100, the Subdivider has deposited securities in the form of surety bonds, included by reference with Exhibit *A*, and in sufficient amounts, as estimated by the City Engineer, to secure the Subdivider's performance under Exhibit *C* as a:

- guarantee that the required public infrastructure improvements will be constructed in accordance with the approved plans and specifications, and as a
- guarantee that the contractor and his subcontractors and all persons renting equipment or furnishing labor and materials will receive full payment, and as a
- warrantee that the required public infrastructure improvements will perform as designed and intended, and as a
- guarantee that the Subdivider will maintain the required public infrastructure improvements for the duration prescribed Subdivision Improvement Agreement; and

WHEREAS, that upon City Attorney's approval for form and legal sufficiency of the Subdivision Improvement Agreement and the surety bonds, the City Administrator is authorized to execute the Subdivision Improvement Agreement on behalf of the City of Oakland; and

WHEREAS, the Council of the City of Oakland certified the Environmental Impact Report (ER030023) that included the Zephyr Gate residential subdivision on May 17, 2005, and adopted CEQA Findings in connection with approval of this project; and

WHEREAS, the City Council hereby finds and determines on the basis of substantial evidence in the record that the EIR fully analyzes the potential environmental effects of the project, including the encroachment permit as conditioned herein, and incorporates mitigation measures to substantially lessen or avoid any potentially significant impacts in accordance with CEQA. None of the circumstances necessitating preparation of additional CEQA review as specified in CEQA and the CEQA Guidelines, including without limitation Public Resources Code Section 21166 and CEQA Guidelines Section 15162, are present in that (1) there are no substantial changes proposed in the project or the circumstances under which the project is undertaken that would require major revisions of the EIR due to the involvement of new environmental effects or a substantial increase in the severity of previously identified significant effects; and (2) there is no "new information of substantial importance" as described in CEQA Guidelines 15162(a)(3); and

WHEREAS, the requirements of the California Environmental Quality Act (CEQA), the Guidelines as prescribed by the Secretary of Resources, and the provisions of the Statement of Objectives, Criteria and Procedures for Implementation of the California Environmental Quality Act: City of Oakland, have been satisfied; now, therefore, be it

RESOLVED: That the Subdivision Improvement Agreement with Pulte Home Corporation for the Final Map for Tract 7687, as conditioned herein, does comply with the California Environmental Quality Act; and be it

FURTHER RESOLVED: That the Subdivision Improvement Agreement is hereby conditionally approved; and be it

FURTHER RESOLVED: That the City Attorney's review and approval of the Agreement and the surety bonds securing the Subdivider's performance under the Agreement shall be obtained prior to execution of the Agreement by the City Administrator on behalf of the City of Oakland; and be it

FURTHER RESOLVED: That the City Clerk is hereby directed to file the executed Subdivision Improvement Agreement concurrently with the fully endorsed Final Map for Tract 7687 for simultaneous recordation by the Alameda County Recorder; and be it

FURTHER RESOLVED: That upon recommendation of the City Engineer, the City Administrator is further authorized, without returning to City Council, to extend the time period designated in the Subdivision Improvement Agreement for completion of the public infrastructure improvements upon demonstration of good cause by the Subdivider, as determined by the City Administrator at his or her sole discretion.

IN COUNCIL, OAKLAND, CALIFORNIA, _____, 2006

PASSED BY THE FOLLOWING VOTE:

AYES - BROOKS, BRUNNER, CHANG, KERNIGHAN, NADEL, QUAN, REID, and
PRESIDENT DE LA FUENTE

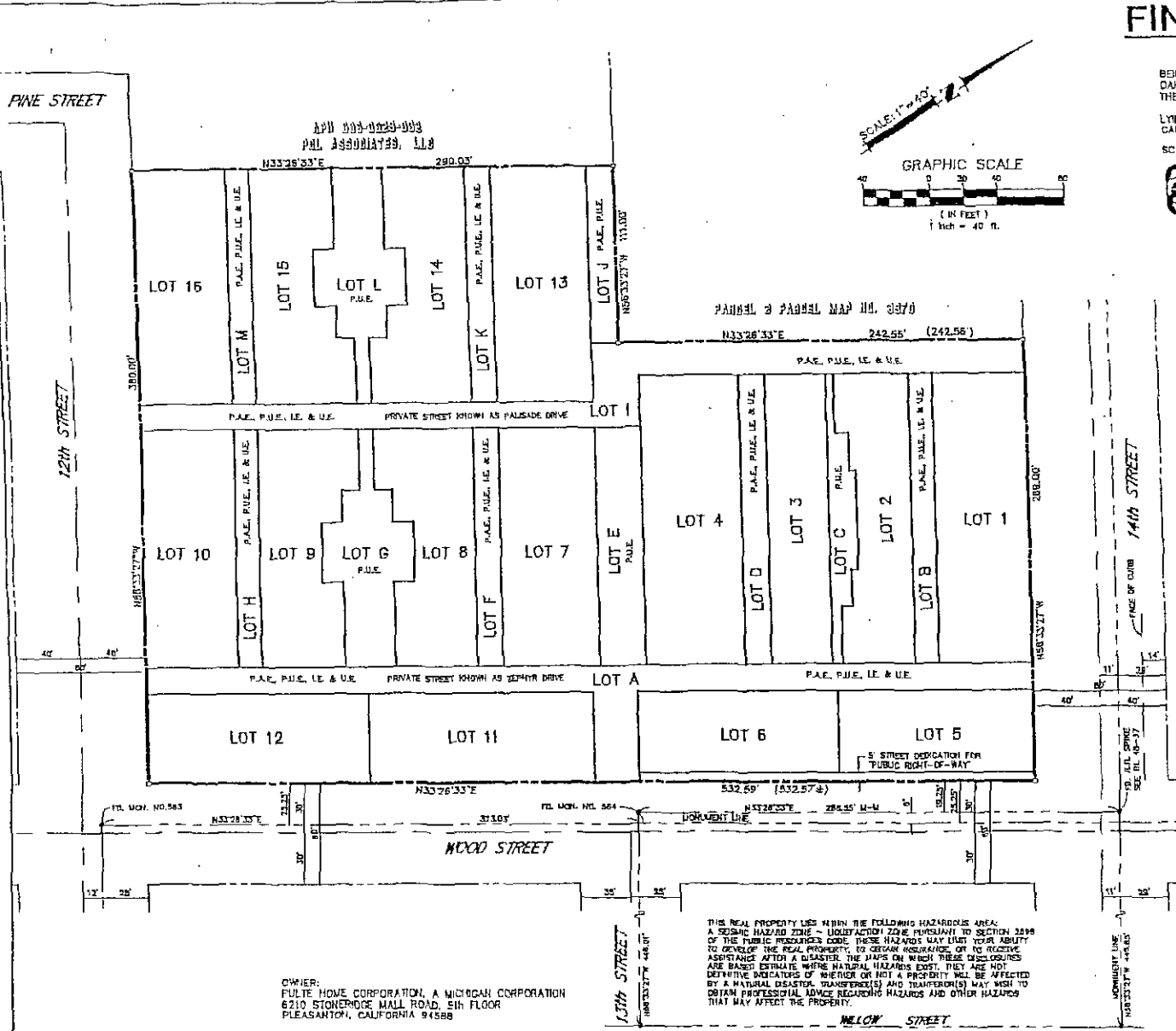
NOES -

ABSENT -

ABSTENTION -

ATTEST: _____
LATONDA SIMMONS

City Clerk and Clerk of the Council
of the City of Oakland, California



FINAL TRACT MAP 7687

A SUBDIVISION AND MULTIPLE LOT SUBDIVISION FOR CONDOMINIUM PURPOSES - 150 CONDOMINIUMS TOTAL
 BEING A PORTION OF MAP NO. 2 OF THE GARDEN TRACT HOMESTEAD, OAKLAND FRONT FILED JULY 30, 1887 IN BOOK 2 OF MAPS, PAGE 70, IN THE OFFICE OF THE COUNTY RECORDER OF ALAMEDA COUNTY,
 LYING WITHIN THE CITY OF OAKLAND, COUNTY OF ALAMEDA, STATE OF CALIFORNIA

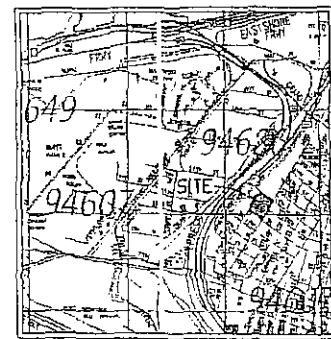
SCALE: 1"=40' DATE: DECEMBER 2006

Civil Engineering Associates
 Civil Engineers - Planners - Surveyors
 635 North First Street - Building A San Jose, CA 95112

- LEGEND**
- SUBDIVISION BOUNDARY
 - FRONT OF WAY
 - CENTERLINE
 - CASHEMINE LINE
 - BOUNDARY TIE
 - LOT LINE
 - MONUMENT LINE
 - FOUND BRASS DIS IN CITY MONUMENT WELL (AS NOTED)
 - SITE STANDARD CITY MONUMENTS A 2 1/2" BRASS DIS STAMPED "PCE 31834" SET IN CONCRETE IN WELL WITH ROUND FRAME AND COVER
 - SET 3/4" IRON PEG TAGGED PCE 31954
 - U-U MONUMENT TO MONUMENT
 - EGRESS, EGRESS AND UTILITY EASEMENT
 - PUBLIC UTILITY EASEMENT
 - PUBLIC ACCESS EASEMENT
 - INDICATES RECORD DISTANCE

- NOTES**
1. ALL DIMENSIONS SHOWN HEREON ARE IN FEET AND DECIMALS THEREOF.
 2. THE AREA WITHIN THE DISTINCTIVE BORDER - 4.03 ACRES.
 3. ALL DISTANCES SHOWN ARE BASED UPON FIELD MEASUREMENTS OR ARE CALCULATED UNLESS OTHERWISE DENOTED BY RECORD REFERENCE.

BASIS OF BEARINGS
 THE BEARING NORTH 33°25'33" EAST ALONG MOXD STREET BETWEEN FOUND MONUMENTS AT THE INTERSECTION OF 1200 STREET AND 1400 STREET AS SHOWN ON PARCEL MAP 8274, FILED IN BOOK 208 OF PARCEL MAPS, PAGES 50 AND 51, ALAMEDA COUNTY RECORDS, WAS USED AS THE BASIS OF BEARINGS FOR THIS MAP.



THIS REAL PROPERTY LIES WITHIN THE FOLLOWING HAZARDOUS AREA:
 A SEISMIC HAZARDOUS ZONE - LIQUEFACTION ZONE PURSUANT TO SECTION 23809 OF THE PUBLIC RESOURCES CODE. THESE HAZARDS MAY LIMIT YOUR ABILITY TO DEVELOP THE REAL PROPERTY, TO OBTAIN INSURANCE, OR TO RECEIVE ASSISTANCE AFTER A DISASTER. THE MAPS ON WHICH THESE DISCLOSURES ARE BASED ESTIMATE WHERE NATURAL HAZARDS EXIST. THEY ARE NOT DEFINITIVE INDICATORS OF WHETHER OR NOT A PROPERTY WILL BE AFFECTED BY A NATURAL DISASTER. TRANSFERREES AND TRANSFEREES MAY WISH TO OBTAIN PROFESSIONAL ADVICE REGARDING HAZARDS AND OTHER HAZARDS THAT MAY AFFECT THE PROPERTY.

OWNER:
 FULTE HOME CORPORATION, A MICHIGAN CORPORATION
 6210 STONERIDGE MALL ROAD, 6TH FLOOR
 PLEASANTON, CALIFORNIA 94588

MELON STREET

FINAL TRACT MAP 7687

A SUBDIVISION AND MULTIPLE LOT SUBDIVISION FOR CONDOMINIUM PURPOSES - 130 CONDOMINIUMS TOTAL

BEING A PORTION OF MAP NO. 2 OF THE GARDEN TRACT HOMESTEAD, OAKLAND POINT FILED JULY 30, 1887 IN BOOK 2 OF MAPS, PAGE 70, IN THE OFFICE OF THE COUNTY RECORDER OF ALAMEDA COUNTY.

LYING WITHIN THE CITY OF OAKLAND, COUNTY OF ALAMEDA, STATE OF CALIFORNIA

SCALE: 1"=30'

DATE: DECEMBER 2008



Civil Engineering Associates
 Civil Engineers • Planners • Surveyors
 635 North First Street • Building A San Jose, CA 95112

LEGEND

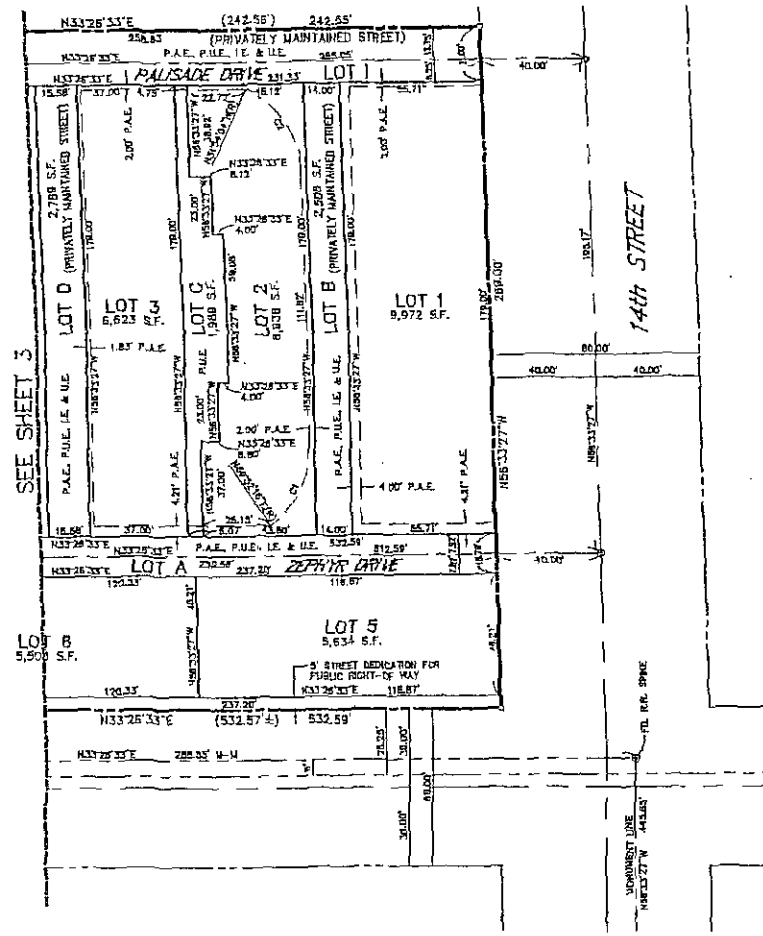
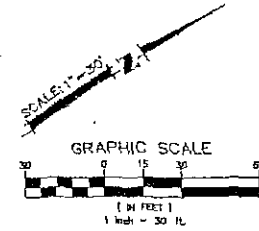
- SUBDIVISION BOUNDARY
- FRONT OF WAY
- CENTERLINE
- EASEMENT LINE
- BOUNDARY TO
- LOT LINE
- MONUMENT LINE
- FOUND BRASS DISC IN CITY MONUMENT WELL (AS NOTED)
- SET STANDARD CITY MONUMENT: A 2 1/2" BRASS DISC STAMPED "TIER 1084" SET IN CONCRETE IN WELL WITH MONUMENT FRAME AND COVER
- SET 3/4" IRON PIPE TAPPED W/ICE 31954
- MONUMENT TO MONUMENT
- ADDRESS, EGRESS AND UTILITY EASEMENT
- PUBLIC UTILITY EASEMENT
- PUBLIC ACCESS EASEMENT
- INDICATES RECORD DISTANCE

NOTES

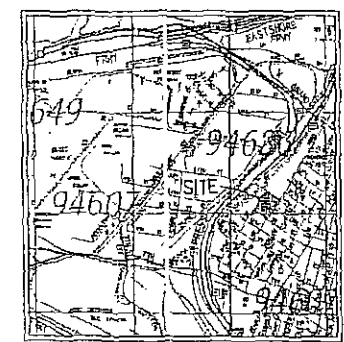
1. ALL DIMENSIONS SHOWN HEREIN ARE IN FEET AND DECIMALS THEREOF.
2. THE AREA WITHIN THE DISTINCTIVE BORDER - 1.03 ACRES.
3. ALL DISTANCES SHOWN ARE BASED UPON FIELD MEASUREMENTS OR ARE CALCULATED UNLESS OTHERWISE DENOTED BY RECORD REFERENCE.

BASIS OF BEARINGS

THE BEARINGS WORTH CORRECT EAST ALONG WOOD STREET BETWEEN FOUND MONUMENTS AT THE INTERSECTION OF 14th STREET AND 14th STREET AS SHOWN ON PARCEL MAP 6870, FILED IN BOOK 226 OF PARCEL MAPS, PAGES 89 AND 90, ALAMEDA COUNTY RECORDS, WAS USED AS THE BASIS OF BEARINGS FOR THIS MAP.



CURVE	RADIUS	DELTA	LENGTH
CR1	35.00'	68.7643°	34.47'
CR2	35.00'	88.2037°	38.87'
CR3	35.00'	187.47°	33.18'
CR4	29.00'	233.00°	14.19'
CR5	25.00'	233.00°	12.18'
CR6	25.00'	30.2834°	18.00'



OWNER:
 FULTE HOME CORPORATION, A MICHIGAN CORPORATION
 5210 STONEMIDGE MALL ROAD, 5th FLOOR
 PLEASANTON, CALIFORNIA 94568

LOCATION MAP
 NOT TO SCALE
 SHEET 4 OF 4

recording requested by:

CITY OF OAKLAND

when recorded mail to:

City of Oakland
CEDA - Building Services
Dalziel Administration Building
250 Ogawa Plaza - 2nd Floor
Oakland, CA 94612
Attn: City Engineer

EXHIBIT C

----- space above for Recorder's use only -----

APPROVED FOR FORM AND LEGALITY

CITY ATTORNEY

SUBDIVISION IMPROVEMENT AGREEMENT

Deferred Construction of Public Infrastructure Improvements

1203 - 1333 Wood Street - Zephyr Gate

Final Map - No. 7687

This Agreement is between **Pulte Home Corporation** (DEVELOPER), a Michigan corporation doing business in California (no. C1271167), and its successors or assigns, affiliated companies or corporations, parent companies or corporations, or partners, and the **City of Oakland** (CITY), a California municipal corporation.

RECITALS

The DEVELOPER is the owner in fee title and subdivider of originally subdivided contiguous lots located within the corporate limits of the CITY, which are identified by the Alameda County Assessor as parcel number 006-0029-001-02 and by the CITY as 1203/ 1205/ 1207/ 1233/ 1235/ 1301/ 1333 Wood Street, who has presented a proposed Final Map, which is identified by the Alameda County Recorder as No. 7687, to the Council of the CITY that proposes a voluntary merger of the previously subdivided lots of this platted land and its re-subdivision as 24 lots and 130 residential condominiums.

As a condition precedent to the approval of the proposed Final Map, the CITY requires the irrevocable dedication of public right-of-way and public easements shown on the map. In addition, the CITY requires the construction of public infrastructure improvements off-site in the CITY right-of-way and on-site in dedicated right-of-way and easements that customarily includes grading, paving, striping and lettering, curbs, gutters and sidewalks, trees, landscaping and irrigation, retaining walls, storm drains and sanitary sewers, street name and public transportation signs, survey monuments, electricity, communication, water, and natural gas utility mains and branch piping and wiring, fire hydrants, street light electroliers, traffic control and curb parking signs, signals and meters, and all appurtenances thereto.

The DEVELOPER has asked the CITY and local public utility companies to accept the permanent maintenance of the required public infrastructure improvements shown on the construction plans accompanying permit number PX 0600069 and included in *Exhibit A*, attached hereto.

Construction of the required public infrastructure improvements, however, has not commenced nor been accepted by the CITY. Consequently and in consideration of the approval of the proposed Final Map and acceptance of the irrevocable offers of dedication of public right-of-way and easements and acceptance of the permanent maintenance of the required public infrastructure improvements, the parties desire to establish an Agreement binding the DEVELOPER to complete the required improvements within the time duration set forth in paragraph 4 below.

THEREFORE, it is agreed as follows:

1. Approval of Parcel Map

Approval of the proposed Final Map No. 7687 by the CITY shall be conditioned upon recordation of this Agreement with the Alameda County Recorder, as well as DEVELOPER's satisfactory performance of its obligations specified in this Agreement, as determined by the CITY.

2. Construction of Improvements

The DEVELOPER shall construct all required off-site and on-site public infrastructure improvements in strict accordance with all permits, specifications, plans and applicable CITY standards and performance criteria as specified in *Exhibit A* and set forth below in paragraph 3, Special Conditions.

3. Special Conditions

The DEVELOPER shall comply with the special conditions as follows:

A. Public infrastructure improvements shall conform with the performance criteria specified in Oakland Municipal Code Chapter 16.16 - Design Standards and in Standard Details for Public Works Construction 2002 Edition and Standard Specifications for Public Works Construction 2002 Edition.

B. The time duration for the completion of required public infrastructure improvements, as set forth in paragraph 4 below, shall include allowance for construction workday delays attributable to consecutive and intermittent inclement weather, as has been recorded by the United States Weather Bureau for the CITY and surrounding area and seasonally averaged for the previous ten years.

C. Hours, days, and months of operation and control of public nuisance conditions for the construction of required public infrastructure improvements shall conform with the requirements of all CITY Conditions of Approval for the project and the Oakland Municipal Code, including section 15.04.780 and subsections 3304.6 and 3304.11. No work shall be performed on Saturdays or Sundays or holidays nor commence before 8:00 am local time nor be performed after 5:00 pm local time without the written authorization of the City Engineer.

D. Performance standards for the construction of required public infrastructure improvements shall comply with the requirements of Oakland Municipal Code chapter 17.120 and with regional, state, and federal regulations for "Best Management Practices" for erosion and sedimentation control.

E. In order to safeguard life, public and private property, and to ensure that the work will be carried out in an orderly manner in conformance with all regulations and without creating a public nuisance, the City Engineer may add to, remove, or change these Special Conditions from time to time during the duration of the permit as he or she deems reasonably necessary.

4. Completion of Improvements

A. All construction of required public infrastructure improvements shall be completed by the DEVELOPER within one (1) year of the date of recordation of this Agreement, except those required

improvements for which another completion date is stated in *Exhibit A* or set forth above in paragraph 3, Special Conditions. Construction shall not be deemed complete until the public infrastructure permit has been finalized and an unconditional Certificate of Completion has been issued by the City Engineer.

B. The City Administrator may extend the time for completion of the required public infrastructure improvements. Upon consultation with the City Engineer, the City Administrator shall be the sole and final judge as to whether or not good cause has been shown to entitle the DEVELOPER to an extension under this paragraph 4B.

C. An extension may be granted without notice to the DEVELOPER's surety, and extensions so granted shall not relieve the surety's liability on any of the bonds required by this Agreement.

D. In the event that an extension is granted, DEVELOPER agrees to promptly extend the term of all surety bonds securing its performance under this Agreement, and/or provide additional bonds or other surety acceptable to the CITY. All such bonds and/or other surety are subject to review and approval by the City Attorney for legal sufficiency, and if no bonds or other surety acceptable to the City Attorney are provided to secure DEVELOPER's performance, the extension shall be void.

5. Acceptance of Dedications and Ownership of Improvements

Upon final approval of the public infrastructure improvement permit and unconditional issuance of a Certificate of Completion, all irrevocable offers of dedication of public rights-of-way and public easements will be accepted by the CITY, and all improvements required by this Agreement shall become the sole property of the CITY. The CITY will subsequently accept the permanent maintenance of these improvements as set forth below in paragraphs 7, Maintenance, and 8, Guarantee and Warranty.

6. Responsibility for Dedications and Improvements

Until the Certificate of Completion is unconditionally issued, the DEVELOPER shall give good and adequate warning to the public of each and every defective or dangerous condition existing or arising within all public right-of-way and public easements offered for dedication and shall adequately protect the public from said unsafe conditions. Warning to and protection of the public shall remain the sole responsibility and expense of the DEVELOPER until such time as the Certificate of Completion is unconditionally issued.

7. Maintenance of Improvements

Until one (1) year has elapsed following unconditional issuance of the Certificate of Completion, the DEVELOPER shall maintain the construction of the required public infrastructure improvements and shall immediately perform or cause to be performed at its sole expense all necessary repairs, replacements, additions, or other corrective actions.

8. Guarantee of Workmanship and Warranty of Equipment, Materials, and Expertise

Until one (1) year has elapsed following the unconditional issuance of the Certificate of Completion, the DEVELOPER warrants that the required public infrastructure improvements, including the equipment and materials provided for the required improvements, are and will be free from defects and guarantees that the construction of the required improvements is and will be free from deficiencies and that the required improvements will perform satisfactorily in accordance with the specifications, plans and applicable CITY standards and performance criteria as specified in *Exhibit A* and set forth above in paragraph 3, Special Conditions. DEVELOPER further warrants that its design professionals are competent, that their analyses are adequate, and that their designs will meet or exceed the applicable CITY standards and performance criteria as specified in *Exhibit A* and set forth above in paragraph 3, Special Conditions.

If at any time before the expiration of the guarantee and warranty period specified herein said designs prove to be inadequate in any respect, as determined by the City Engineer, the DEVELOPER shall make changes at its sole expense necessary to assure conformance with said standards and criteria.

9. Inspection of Construction

Inspection of the construction and equipment and materials, or approval of the construction and equipment and materials inspected, or statement by any officer, agent, or employee of the CITY indicating the construction and equipment and materials, or any part thereof, comply with the requirements and conditions of this Agreement, or acceptance of the whole or any part of the construction and materials, or payments thereof, or any combinations, or any combination, or all of these acts shall not relieve the DEVELOPER of its obligation to fulfill this Agreement as prescribed herein; nor shall the CITY be thereby estopped from bringing any action for damages arising from the failure of the DEVELOPER to comply with any of the requirements and conditions of this Agreement.

10. Payment of Fees and Penalties and Accrued Interest

Prior to issuance of the Certificate of Completion and prior to acceptance by the CITY of the on-site and off-site required public infrastructure improvements for permanent maintenance, the DEVELOPER shall pay all fees and penalties and accrued interest to the CITY and other Public Agencies that remain unpaid. Interest on amounts owed to the CITY shall accrue at the rates set forth in its Master Fee Schedule and from date that the fees and penalties are assessed and shall continue until full payment is received, whether or not any conditions of this Agreement are extended or modified.

11. Reversion to Acreage

If the DEVELOPER fails to perform its obligations under this Agreement, DEVELOPER, as the subdivider, consents to the reversion to acreage of the land which is the subject to this Agreement pursuant to Government Code section 66499.16 and to bear all applicable costs.

12. Property Acquisition

If the DEVELOPER is unable to acquire property required for the construction of required improvements, the DEVELOPER agrees to execute the standard CITY Contract for Real Property Acquisition to provide for acquisition through eminent domain.

13. Security

The DEVELOPER shall present to the CITY surety bonds, in a form satisfactory to the City Attorney, issued by a corporate surety authorized to issue said security in the State of California as follows:

A. Before execution of this Agreement, the following securities shall be presented:

1. Faithful Performance Bond in a face amount not less than \$ **652,282.00**, which is the full amount (one-hundred percent) of the City Engineer's total estimated cost for constructing the on-site and off-site public infrastructure improvements, to secure faithful performance of this Agreement by the DEVELOPER; and

2. Labor and Materials Bond in a face amount not less \$ **326,141.00**, which is one-half (fifty percent) of the full amount of the City Engineer's total estimated cost for constructing the required on-site and off-site public infrastructure improvements, to secure payment by the DEVELOPER to its contractor, subcontractors, laborers and materialmen furnishing supervision, labor, materials and equipment engaged in the construction pursuant to this Agreement, and further to secure payment as required by the Unemployment Insurance Act.

B. Before final approval of the public infrastructure permit, the following security shall be presented:

Maintenance Bond in a face amount not less than \$ 163,070.00, which is one-quarter (twenty-five percent) of the full amount of the City Engineer's total estimated cost for constructing the required on-site and off-site public infrastructure improvements, to secure faithful performance of paragraphs 7, Maintenance, and 8, Guarantee and Warranty, above. This Maintenance Bond shall remain in effect for not less than one year after the date of the unconditional issuance of the Certificate of Completion of the required public infrastructure improvements.

C. Pursuant to Government Code section 66499.4, the obligation guaranteed by each bond shall include costs and reasonable expenses and fees, including reasonable attorney fees and expert witness fees, incurred by the CITY in successfully enforcing said obligations and shall be in addition to the face amount of each bond.

14. Alternative Security

In lieu of the bonds required above in paragraph 13, Security, alternative securities may be substituted by the DEVELOPER in a form provided by Government Code Section 66499.3 and subject to review and approval by the City Attorney.

15. Hold Harmless

The DEVELOPER shall indemnify, defend and hold the CITY and its officers, officials, employees, representatives, agents and volunteers harmless against any and all claims, injuries, damages, losses and suits, including attorney fees and expert witness fees, arising out of or in connection with the performance of this Agreement, except for injuries and damages directly caused by the sole gross negligence of the CITY and its officers, official, employees, representative, agents, or volunteers.

Not in limitation of the foregoing, DEVELOPER further agrees to defend and protect the CITY and its officers, officials, employees, representatives, agents and volunteers from all liability or claim because of, or arising out of the use of any patent or patented articles in the construction of said improvements.

DEVELOPER waives all claims and recourse against the CITY, including, without limitation, the right of contribution for loss or damage to persons or property, arising from, growing out of, or in any way connected with or incident to the work performed or failed to be performed under this Agreement, except claims and recourse arising directly from the sole gross negligence of the CITY and its officers, officials, employees, representatives, agents or volunteers.

This indemnification clause shall survive the termination of this Agreement.

16. Insurance Required

DEVELOPER shall procure and maintain for the duration of the Agreement sufficient insurance against claims for injuries to persons or damages to property that may arise from or in connection with the performance of the work hereunder by the DEVELOPER and his agents, representatives, employees or subcontractors.

A. Minimum Scope of Insurance

Coverage shall be at least as broad as:

1. Insurance Services Office Commercial General Liability coverage ("occurrence" form CG 0001).

2. Insurance Services Office form number CA 0001 covering Automobile Liability, code 1 "any auto."

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

B. Minimum Limits of Insurance

1. **Commercial General Liability** insurance, including but not limited to, Bodily Injury, Broad Form Property Damage, Contractual Liability, Operations, Products and Completed Operations, Owners and Contractors Protective Liability, and/or XCU coverage, when applicable, with limits not less than **\$2,000,000.00** combined single limit per occurrence for bodily damage, personal injury and property damage. The limits of insurance shall apply separately to this project or location. The policy shall contain a severability of interest clause or cross liability clause or the equivalent thereof.

2. **Automobile Liability** with limits not less than **\$2,000,000.00** combined single limit per accident for bodily injury and property damage.

3. **Worker's Compensation** insurance as required by the laws of the State of California with limits not less than **\$1,000,000.00**. Statutory coverage may include Employers Liability coverage. The Contractor certifies that he/she is aware of the provisions of section 3700 of the California Labor Code, which requires every employer to provide Workers' Compensation coverage, or to undertake self-insurance in accordance with the provisions of that Code. The Contractor shall comply with the provisions of section 3700 of the California Labor Code before commencing performance of the work under this Agreement and thereafter as required by that code.

4. **Professional Liability/ Errors/ Omissions** insurance with limits not less than **\$1,000,000.00**.

5. **Builders' Risk/ Course of Construction** insurance covering all risks of loss with limits not less than the completed value of the project with no coinsurance penalty provisions. The CITY shall be named as loss payee under this policy. The insurer shall waive all rights of subrogation against the CITY.

C. Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to the CITY, or the DEVELOPER shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

D. Other Insurance Provisions

The general and automobile liability policies shall contain, or be endorsed to contain, the following provisions:

1. The CITY and its officers, officials, employees, representatives, agents and volunteers are to be covered as additional insured as respects: liability arising out of activities performed by or on behalf of the DEVELOPER, products and completed operations of the DEVELOPER; premises owned, occupied or used by the DEVELOPER, or automobiles owned, leased, hired or borrowed by the DEVELOPER. The coverage shall contain no special limitations on the scope of protection afforded to the CITY and its officers, officials, employees, representatives, agents, and volunteers.

2. The DEVELOPER's insurance coverage shall be primary insurance as respects the CITY and its officers, officials, representatives, employees, agents and volunteers. Any insurance or self-insurance

maintained by the CITY and its officers, officials, employees, representatives, agents, or volunteers shall be excess of the DEVELOPER's insurance and shall not contribute with it.

3. Any failure to comply with reporting provisions of the policies required by this clause, including breaches of warranties, shall not affect coverage provided to the CITY and its officers, officials, employees, representatives, agents, and volunteers.

4. The 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.

5. The insurer shall agree to waive all rights of subrogation against the CITY and its officers, officials, employees, representatives, agents, and volunteers for losses arising from work performed by the DEVELOPER for the CITY.

6. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled, except for non-payment of premium, by either party, except after thirty (30) days prior written notice by certified mail, return receipt required, has been given to the CITY. In the event the policy is canceled for non-payment of premium, ten (10) days prior written notice, as stated above, will be given.

E. Acceptability of Insurers

If the insurance company providing coverage is licensed to do business in the State of California, the company shall have an A.M. Best rating of not less than A:VII. However, if the insurance company is not licensed to do business in California, the A.M. Best rating shall not be less than A+:X. The maximum A.M. Best rating is A++:XV.

F. Verification of Coverage

DEVELOPER shall furnish the CITY 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 Commercial General Liability endorsement shall be a form CG 20 10 (or proprietary equivalent), attached to this form. The Commercial Automobile Liability endorsement shall be a form CA 20 48, attached to this document. All certificates and endorsements are to be received and approved by the CITY before work commences. The CITY reserves the right to review all required insurance policies at the DEVELOPER's office, at any time, and the DEVELOPER shall cooperate with the CITY in this respect. A STATEMENT OF ADDITIONAL INSURED ENDORSEMENT ON THE ACORD INSURANCE CERTIFICATE FORM IS INSUFFICIENT AND WILL BE REJECTED AS PROOF OF THE ADDITIONAL INSURED REQUIREMENT.

G. Subcontractors

The DEVELOPER shall include all subcontractors as insured under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverage for subcontractors shall be subject to all of the requirements stated herein.

17. Participation in Benefit Districts

The DEVELOPER shall participate in all Benefit Districts formed by the CITY prior to the execution of this Agreement and shall pay the prorated fee due the CITY under the terms of Benefit District or Districts as applied to the real property covered by this Agreement.

18. Actions to Enforce

18. Actions to Enforce

If any action at law or in equity, including an action for declaratory relief, is brought to enforce or interpret the provisions of this Agreement, the prevailing party shall be entitled to costs and reasonable expenses and fees, including reasonable attorneys' fees and expert witness fees, in addition to any other relief to which they may be entitled.

19. Beneficiaries, Heirs, Assigns, and Successors In Interest

This Agreement pertains to and runs with the real property included within Final Map No. 7687, which land is expressly agreed to benefit from the privileges granted to DEVELOPER under this Agreement, and binds the beneficiaries, heirs, assigns, and successors in interest of the DEVELOPER.

20. Attachments

The following documents are incorporated into this Agreement by reference:

CITY permits:	Public Infrastructure	PX 0600069	Planning	PUD 05488/ 05489, ER030023
	Creek Protection	n.a.	Building	B0603395, et al.
	Grading	GR 0600063	Encroachment	ENMJ 06

Resolutions: _____ CMS _____ CMS

Subdivision: Final Map No. 7687 City Engineer's Estimate of the Cost of Improvements

Insurer: _____ Surety: _____

21. Constructive Notice

DEVELOPER shall cause this Agreement to be filed for recordation in the Official Records of Alameda County within five (5) calendar days following execution by the CITY.

22. Effective Date

This Agreement shall not become effective until recorded as provided in paragraph 21 above.

IN WITNESS WHEREOF, the DEVELOPER has caused its name to be subscribed hereto, and the CITY has caused its name to be affixed hereto on the dates indicated below.

PULTE HOME CORPORATION *

CITY OF OAKLAND

signature

signature

name

DEBORAH EDGERLY
City Administrator

title

date

date

** notarized acknowledgment required*