

**CITY OF OAKLAND
AGENDA REPORT**

FILED
OFFICE OF THE CITY CLERK
OAKLAND
2005 JUN -9 PM 7:58

TO: Office of the City Administrator
ATTN: Deborah Edgerly
FROM: Public Works Agency
DATE: June 21, 2005

RE: RESOLUTION APPROVING THE FINAL MAP OF TRACT NO. 7492 IN A REAL ESTATE SUBDIVISION ENTITLED "TRACT 7351", LEONA QUARRY SUBDIVISION, LOCATED ALONG CAMPUS DRIVE, OAKLAND, ALAMEDA COUNTY, CALIFORNIA

SUMMARY

A resolution has been prepared requesting the City Council to approve Tract No. 7492, the last phase of the final map in the real estate subdivision entitled the Leona Quarry Subdivision "Tract 7351", Oakland, Alameda County, California. The final map for the Leona Quarry Subdivision was divided into three phases, each with a separate map. The first two phases were approved by City Council on April 19, 2005. This resolution seeks approval of the final map of the last phase. The last phase contains 19 lots, and will consist of 19 detached single-family dwellings along Campus Drive.

City staff and the City's peer review consultant, Harris and Associates, reviewed the final map for conformance with standards and conditions of approval. The City Engineer has also examined the final map and certified that it conforms to the approved Vesting Tentative Map or alterations thereof, complies with all the provisions of the Subdivision Map Act and local ordinances applicable thereto, and is technically correct. In addition, the developer has complied with all conditions of approval pertinent to all phases of the final maps. A copy of the conditions of approval pertinent to the final map and the status of each condition is included as Attachment B.

The City Council has previously certified the Environmental Impact Report for the Leona Quarry Subdivision Project, which complies with the requirements of the California Environmental Quality Act. Staff recommends approval of the resolution.

FISCAL IMPACT

Adoption of the resolution approving the subdivision map will not have a fiscal impact on the City. The Subdivider has posted the necessary security for the public improvements, and will bear the cost of constructing required public improvements estimated at \$533,000.00. Costs to review the design of these improvements and inspect their construction are fully covered by fees paid by Subdivider.

BACKGROUND

On February 17, 2004, the City Council approved with conditions the Vesting Tentative Tract Map in a real estate subdivision entitled "Tract 7351", Leona Quarry Subdivision, Oakland, Alameda County, California, consisting of 128 acres. The City Council approved the project with a total of 423 residential units, with clustered residential development in the lower area north of the intersection of Mountain Boulevard and Edwards Avenue, and 19 detached single-family homes along Campus Drive. Included with the approval of the project is a \$500,000 contribution by the Subdivider towards a 54-unit affordable housing project in District 6 in lieu of constructing a senior housing project at the Leona Quarry site. Also, a two-acre internal park, pedestrian pathways, roadways, 25-acre feet detention basin and 3-acre

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feet provided for water quality, trails and open spaces were approved. The project includes extensive reclamation, slope stabilization, and revegetation of the quarry site. The Subdivision Map Act requires the Subdivider to submit a final map for City approval within two years from the date the approval of the Vesting Tentative Tract Map or request for time extension. The Subdivision Map Act Section 66446.1 allows phasing of the final maps provided that the Subdivider inform the local agency of its intention to file multiple maps at the time of filing of the tentative map; and the local agency and the Subdivider concur to the filing of multiple maps. The Subdivider submitted three phases of the final map for the City's review and approval within the allowed timeframe. These phases included Tract Map No. 7351, Tract Map No. 7492, and Tract Map No. 7493. The first two phases were approved by City Council on April 19, 2005. This resolution requests City Council approval of the last phase of the final map only. Attachment A shows the three tracts.

The Subdivider has requested the City approval of Tract Map No. 7492 in order to start securing building permits to construct the 19 detached single-family homes. The Subdivider intends to secure building permits to construct the single-family homes, as soon as the City Council approves the Tract Map. The construction of the single-family homes will create home ownership opportunities.

Approval of the final map involves a ministerial review of whether the final map substantially conforms to the tentative map, and whether all conditions of approval have been fulfilled. The approval is not discretionary, and there is no opportunity to reconsider, revise, or impose any new conditions. A final map approval is not subject to California Environmental Quality Act (CEQA), and no further environmental review is required.

On June 7, 2005, the City Council adopted a resolution to authorize the City Engineer to enter into a Subdivision Improvement Agreement (Attachment C) with the Subdivider to obligate the Subdivider to complete certain public improvements within 18 months. The Subdivider has paid the fees and posted the bonds necessary to guarantee completion of these improvements and payment to labor and material suppliers.

KEY ISSUES

The State of California's Subdivision Map Act and City's Subdivision Regulations allow for completion of the public improvements after recordation of the final map, provided the Subdivider has entered into a subdivision agreement with the City and has posted the necessary security to assure completion of the work. The Subdivider has entered into a Subdivision Agreement with the City to defer completion of certain public improvements for eighteen months. The cost to complete the public improvements is estimated at \$533,000. The Subdivider has posted the required performance bond for five hundred thirty-three thousand dollars (\$533,000) and labor and material bond for two hundred sixty-six thousand, five hundred dollars (\$266,500) to guarantee completion of the public improvements and payment to labor and material suppliers. There are no risks associated with approval of this final map.

SUSTAINABLE OPPORTUNITIES

Economic: The project will offer employment opportunities to Oakland residents.

Environmental: The Subdivider will be required to adhere to best management practices during project construction. Measures to control erosion, contamination of storm water runoff, dust, noise, and heavy equipment emissions will be required. In addition, alternate pipe materials in lieu of PVC pipe will be required for construction of storm drain mains and sanitary sewer mains. The Subdivider is required to recycle the construction materials as much as possible.

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Social Equity: The open space and recreational facilities within the project site while adequately maintained with funding assured by the GHAD will create a safe environment.

DISABILITY AND SENIOR CITIZEN ACCESS

The Subdivider will be required to construct new sidewalks, wheelchair ramps that comply with current Americans with Disabilities Act and City standards, at all street corners and make Parks within the subdivision accessible.

RECOMMENDATIONS AND RATIONALE

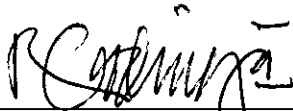
Since the applicant has complied with the conditions of approval pertinent to the final map, posted sufficient security and paid all necessary fees, staff recommends that the City Council adopt the resolution approving the final map of Tract Map No. 7492.

ACTION REQUESTED OF THE CITY COUNCIL

Staff requests that City Council adopt the resolution approving the final map of Tract Map No. 7492.

Respectfully submitted,

Respectfully submitted,



RAUL GODINEZ II, P.E.
Director, Public Works Agency

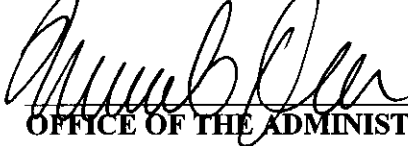


CLAUDIA CAPPIO
Development Director
Community and Economic Development Agency

Reviewed by:
Michael Neary, P.E.
Assistant Director

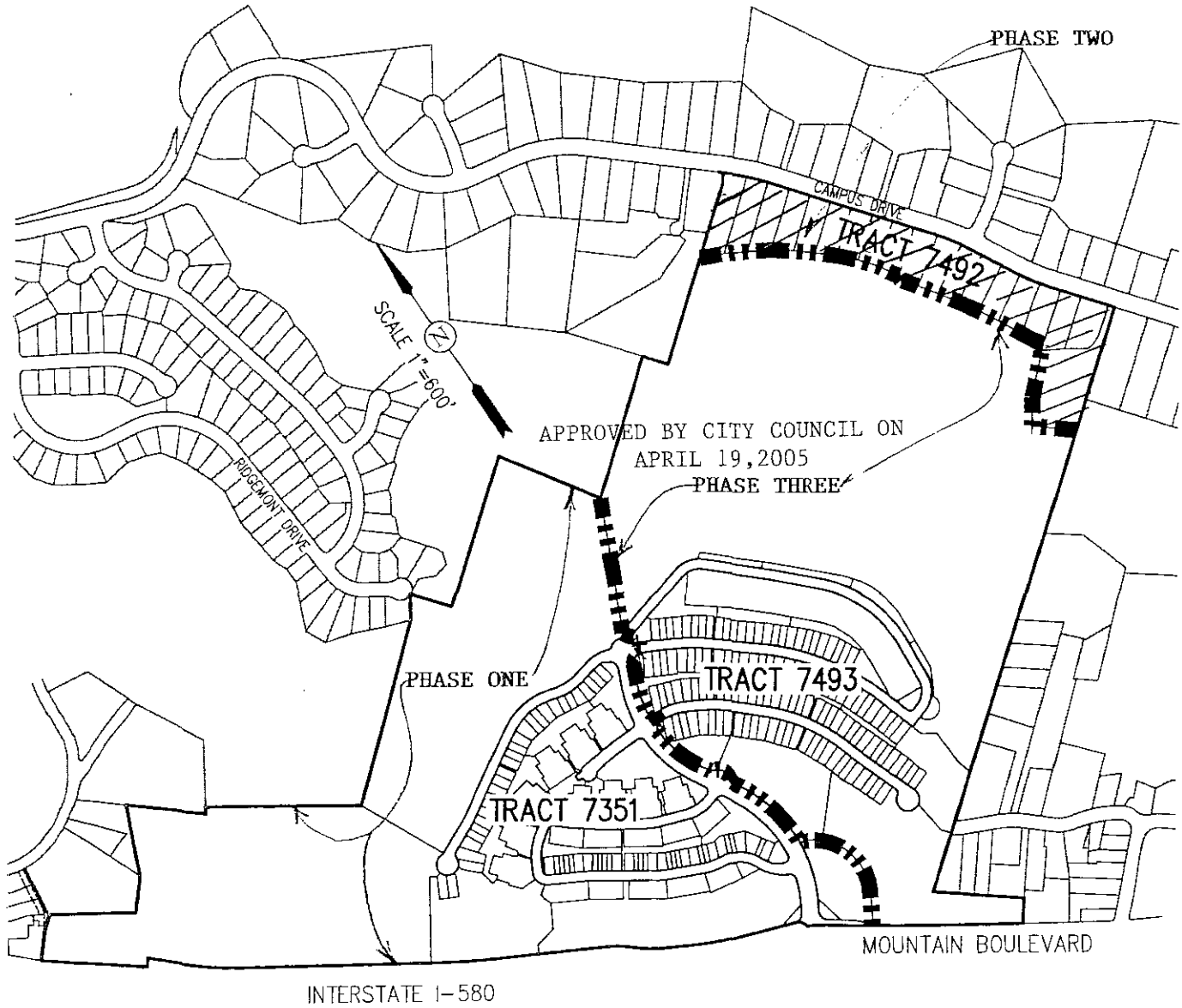
Prepared by:
Fuad Sweiss, P.E.
Engineering Design & Right-of-Way Manager

APPROVED AND FORWARDED
TO THE CITY COUNCIL



OFFICE OF THE ADMINISTRATOR

ATTACHMENT A



PHASES ONE AND THREE PREVIOUSLY APPROVED BY
CITY COUNCIL ON APRIL 19, 2005

PROJECT PHASING MAP
THE VILLAS AT MONTE VISTA
CITY OF OAKLAND ALAMEDA COUNTY CALIFORNIA
JOB NO. 1020-00 MARCH 21, 2005

cbg **Carlson, Barbee & Gibson, Inc.**
CIVIL ENGINEERS • SURVEYORS • PLANNERS
6111 Bollinger Canyon Road, Suite 150 • San Ramon, CA 94583
925-866-0322 • fax 925-866-8575
www.cbarg.com

ATTACHMENT B

STATUS OF CONDITIONS OF APPROVAL RELATED TO FINAL MAP

COA Nos.	Condition of Approval (COA)	Status
17	Implement all mitigation measures related to creation of 37 acres of suitable Alameda Whipsnake Habitat and creation of open space and conservation easement. This condition requires that conservation easement including 37 acres of AWS to be recorded concurrently w/last final map.	70 acres of open space and conservation easement are being dedicated and recorded with Phases One and Three of the Final Map
24	Prior to and at the time of recordation of the first final map for the project, a Geologic Hazard Abatement District (GHAD) shall be fully operational, and all assessments, reserve funding and/or other long-term financing and other requirements necessary to fully fund the GHAD shall be established and authorized.	On March 15, 2005, the GHAD Board adopted five resolutions related to the GHAD Plan of Control, appointment of Officers, budget, assessments, and annexation of four lots and set public hearing for May 3, 2005. On May 3, 2005, the GHAD Board adopted three resolutions to deem the GHAD fully funded and operational.
27	Any minor revision of the internal circulation plan or lot layout shall be subject to the review and approval of the Development Director at least 45 days prior to filing each final map.	No revisions have been requested.
30	Prior to the approval of each Final Map, a site plan shall be submitted for the review and approval of the Development Director or his/her designee demonstrating substantial compliance with the approved Vesting tentative tract map (VTM) and the approved "PUD Design and Specification Document for the Leona Quarry Project."	Site Plan has not substantially changed from preliminary VTM and it is consistent with revised VTM submitted and approved.
31	Prior the submittal of the first Final Map for the project, the covenants, conditions and restrictions ("CC&Rs") for the attached units within the VTM Phase I and II Areas shall be submitted for review by the City. The CC&Rs shall provide for the establishment of a homeowners association for the maintenance and operation of all sidewalks, common open space areas, the community center, all common area improvements and common structure improvements that are not within the purview of the GHAD. Similarly, prior to the issuance of the building permit for Parcel Z (Gateway Senior Housing), the Project Applicant shall provide assurances for maintenance and operation of the improvements within Parcel Z.	CC & Rs have been reviewed by City Attorney and staff. Parcel Z is part of the original subdivision map to be used for the senior housing project. However, per Settlement Agreement, construction of the senior housing on Leona Quarry site was removed and a \$500,000 contribution towards an alternative senior affordable housing project approved by City was required in-lieu of the senior housing project on Leona Quarry site. Parcel Z will not be utilized for housing or commercial uses, but will be landscaped for passive uses and improved for ride-sharing activities.
32	Concurrent with the submittal of the last Final Map for the approved project, an open space and conservation easement shall be submitted to the City for Parcels A-A, B-B, C-C, and D-D, providing that no grading or other development activity or removal of trees or other vegetation may occur in these areas except as necessary for maintenance and operation of the GHAD.	The open space and conservation easement are part of Phases One and Three (TRACT Nos. 7351 and 7493) of the final maps.
33	At least 45 days prior to recording each Final Map, plans shall be submitted for review by the City Building Services Department to obtain addresses and for street name approval. Alternate street names should be submitted in the event of duplication and to avoid similarity with existing street names. Final Maps shall not be certified as ready for approval without the approved street names.	Street names and addresses have been approved by CEDA Building Services. The names of the streets are shown on the final map.
36	The final maps that are filed for the approved project shall include all easements necessary to provide access for public utility connections, the Ridgmont sub-basin connection, if required, public access easements for the park and pathways through the site and the emergency access routes (Gateway EVA, and the Altura and the Northwestern supplemental routes).	Easements are shown as part of final map for each phase.

ATTACHMENT C

**SUBDIVISION IMPROVEMENT
AGREEMENT**

Tract 7492

Recording Requested by:

City of Oakland

When Recorded mail to:
City of Oakland, Community & Economic
Development Agency
Building Services Division,
250 Frank H. Ogawa Plaza, 2nd Floor
Oakland, CA 94612

Assessor's Map	Block	Parcels
037A	3151	006
040A	3847	011
037A	3156	001

Resolution No. _____

THIS AGREEMENT is between Desilva Group, LLC and LEONA, LLC, a California Limited Liability Company ("Subdivider"), and the City of Oakland, a municipal corporation of the State of California ("City").

RECITALS

The Subdivider is the subdivider of real property located within the limits of the City of Oakland, California, the owner of the property and has presented to the City Council of the City of Oakland a proposed Phase Two of the subdivision map entitled "Tract Map 7351" which was approved by the Planning Commission of the City of Oakland on the 17th day of February 2004.

The City requires as a condition precedent to the acceptance and approval of the map the dedication of streets, highways and public ways shown on the map. In addition, the City requires improvement of the streets, highways and public ways by the construction and installation of grading, paving, curbs, gutters, sidewalks, storm drains, sanitary sewers, street name signs, survey monuments, water pipes and mains, fire hydrants, electroliers, and all appurtenances thereto.

The Subdivider has asked the City to accept the dedication of the street or streets shown on the map and approve the map. Street improvements have not yet been completed according to the requirements of the map and the City. The parties desire to establish an agreement binding the Subdivider to complete the improvements within eighteen months of the date this Agreement is executed in consideration of the acceptance of the final subdivision map and offer of dedication.

THEREFORE, it is agreed as follows:

1. Approval of Map –

The City approves the subdivision of Tract No. 7492 and agrees to accept the dedication of the related public improvements for future maintenance, subject to Subdivider's satisfactory performance of Subdivider's obligations specified in this Agreement as determined by the City.

2. Performance of Improvements

A. Tract 7492 Improvements

Subdivider shall perform all work as specified in Exhibit "A", attached hereto and incorporated by reference, in strict accordance with all specifications, plans and applicable City standards. The Subdivider shall provide detailed improvement plans for all on-site and off-site improvements as specified in Exhibit "A". The required improvements shall be constructed in accordance with the plans approved by the City Engineer on June 20, 2005 (Tract 7492, Improvement Plan), specifications, and City standards on file in the office of the City Engineer, as modified, if at all, by any subsequent revision approved by the City Engineer and in accordance with requirements of City of Oakland Municipal Code, Standard Specifications for Public Works Construction 2003 Edition, and "Standard Details for Public Works Construction 2002 Edition" adopted by City Council on June 2, 2003 by Ordinance No. 12498 C.M.S..

3. Special Conditions (if applicable)

The Subdivider shall be required to comply with the special conditions as follows: See Attachment B.

4. Time for Completion and Manner of Work

All required improvements shall be completed within eighteen months of the execution of this Agreement, except those improvements for which another completion date is stated in project Conditions of Approval. In its sole discretion, the City Council may extend the time for completion of the improvements at the recommendation of the City Engineer or his designee. Said work shall be completed in a good workmanlike manner in accordance with accepted construction practices and in a manner equal or superior to the requirements of the Oakland Municipal Code, Standard Specifications for Public Works Construction 2003 Edition, Standard Details for Public Works Construction 2002 Edition, adopted June 2, 2003 by City Council Ordinance No. 12498 C.M.S.; where there is a conflict between the improvement plans and the Oakland Municipal Code, the stricter requirements shall govern.

Said work will be done to the satisfaction of the City Engineer or his designee of the City of Oakland, and shall not be deemed complete until approved and accepted as complete by said City Engineer or his designee in writing. An extension may be granted without notice to the Subdivider's surety, and extensions so granted shall not relieve the surety's liability on any of the bonds required by this Agreement. The City shall be the sole and final judge as to whether or not good cause has been shown to entitle the Subdivider to an extension.

5. Acceptance by City

Upon acceptance for permanent maintenance by the City, all public works improvements required by this Agreement shall become the sole property of the City of Oakland. The time for acceptance for permanent maintenance shall be that time at which all improvements have been made in accordance with Exhibit "A".

6. Responsibility for Dedicated and Unaccepted Streets

Subdivider agrees that the streets and other public places offered for dedication in Tract Map No.7492 up to the acceptance of improvements by the Superintendent of Streets, the Subdivider shall give good and adequate warning to the traveling public of each and every defective or dangerous condition existing in said streets and public places, and shall protect the public from such defective or dangerous condition; that until the completion of all of the improvements herein agreed to be performed, each of said streets and public places, the improvements of which are not accepted by the City Engineer or his designee, shall be under the charge of the Subdivider for the purpose of this contract, and the Subdivider shall close all of such public streets or public places whenever it is necessary for the protection of the public during the making of the improvements herein to be made.

7. Continued Maintenance For One Year

Notwithstanding acceptance by City, the Subdivider shall maintain and perform or cause to be performed repairs, additions, or corrective work necessitated by Contractor's omission or deficient performance for one-year thereafter.

Subdivider guarantees that the work will be free from defects and will perform satisfactorily in accordance with the Oakland Municipal Code; and shall maintain the work for one (1) year after its completion and acceptance against any defective workmanship or materials or any unsatisfactory performance.

8. Warranty

Subdivider warrants that said improvement plan is adequate to accomplish this work as promised; and if, at any time before the City's acceptance of the work for the subdivision, the improvement plan proves to be inadequate in any respect, said Subdivider shall make changes necessary to accomplish the work as promised. The Subdivider will be responsible for performing all maintenance required under the Plan of Control during the two-year period prior to transfer to GHAD. Also, in conformance with California Law, the Subdivider will be responsible for any major repairs related to latent defects for 10 years following completion of the GHAD improvements.

9. Inspection by City

All work shall be inspected by an inspector employed by the City at the cost and expense of the Subdivider. A City of Oakland inspector shall be present on the job site, and said inspector shall be such as the City of Oakland shall designate and appoint. Inspection of work and/or materials, or approval of work and/or materials inspected, or statement by any officer, agent, or employee of the City of Oakland indicating the work, or any part thereof, complies with the requirements of this agreement, or acceptance of the whole or any part of said work and/or materials, or payments thereof, or any combinations of these acts shall not relieve Subdivider of its obligation to fulfill this Agreement as prescribed herein; nor shall the City of Oakland be thereby stopped from bringing any action for damages arising from the failure to comply with any of the items and conditions hereof.

10. Payment of Outstanding Fees

Prior to acceptance of the on-tract and off-tract public works improvements for permanent maintenance by the City, the Subdivider shall pay all outstanding fees that are due in accordance with City Ordinances or this Agreement. In the event the fees are not paid within one year of the

date of execution of this Agreement, the Subdivider shall pay interest at seven percent (7%) per annum from that date until the fees are paid, whether or not any conditions of this Agreement are extended or modified.

11. Reversion to Acreage

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

12. Property Acquisition

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

13. Bonds Required

The Subdivider shall present to the City surety bonds of a form satisfactory to the City Attorney issued by a company authorized to issue surety bonds in the State of California as follows:

Tract 7492 Improvements

A. At the time of signing this Agreement, the following bonds shall be presented:

- (1) Faithful Performance - (\$533,000) to secure faithful performance of this Agreement by the Subdivider.
- (2) Labor and Materials - (\$266,500) to secure payment by the Subdivider of laborers and material engaged pursuant to this Agreement, and further to secure payment as required by the Unemployment Insurance Act.

B. At the time of signing this Agreement, or before the City accepts the improvements, the following bond shall be presented:

- (1) Maintenance - (\$133,250) to secure performance of paragraph 7 above. This bond shall remain in effect for one (1) year after the date of acceptance by the City Council of the improvements required by this Agreement.

14. Alternate Security

In lieu of the bonds required by paragraph 13. above, alternative security in the form provided by City Ordinance and approved by the City Attorney may be substituted.

15. Hold Harmless

The Subdivider shall indemnify, defend and hold the City, its officers, officials, employees, agents and volunteers harmless against any and all claims, injuries, damages, losses and suits, including attorney 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.

Not in limitation of the foregoing, Subdivider further agrees to defend, hold harmless, indemnify and protect the City of Oakland and its officers and employees 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.

Subdivider waives all claims and recourse against the City of Oakland, 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 of Oakland, its officers, agents and employees.

16. Insurance Required

Subdivider shall procure and maintain for the duration of the Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Subdivider, 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. The policy shall contain a severability of interest clause or cross liability clause or the equivalent thereof.

- a. **\$2,000,000** 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.

2. Automobile Liability: **\$2,000,000** 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. Statutory coverage may include Employers Liability coverage with limits not less than \$1,000,000. 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 and omissions insurance in the amount of \$1,000,000.
5. Builders' Risk/Course of Construction Insurance covering all risks of loss in an amount equal to 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 and approved by the City. At the option of the City, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions with respect to the City, its officers, officials, employees, agents and volunteers; or the Subdivider 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 are to contain, or be endorsed to contain, the following provisions:

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

2. The Subdivider's insurance coverage shall be primary insurance as respects the City, its officers, officials, employees, agents and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, agents or volunteers shall be excess of the Subdivider'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 of Oakland, its officers, officials, employees, agents or designated volunteers.

4. The Subdivider'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, its officers, officials, employees and volunteers for losses arising from work performed by the Subdivider 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 of Oakland. 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

Subdivider shall furnish the City of Oakland 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), and shall have the wording as identified as Attachment A, attached to this form. The Commercial Automobile Liability endorsement shall be a form CL/CA 99 09 08 95, and shall have the wording as identified as Attachment B, 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 require complete, certified copies of all required insurance policies, at any time. 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

Subdivider shall include all subcontractors as insureds 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.

16. Participation in Benefit Districts

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

17. 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 reasonable attorneys' fees, and costs, in addition to any other relief to which they may be entitled.

18. Geologic Hazard Abatement District (GHAD)

The Subdivider shall comply with the provisions of project condition of approval number 24 related to the establishment of the GHAD.

19. Agreement Binds Successors

This Agreement pertains to and runs with the land included within Tract 7492, which land is expressly agreed to benefit from the privileges granted to Subdivider under this Agreement, and binds the successors in interest of the parties to this Agreement. The Subdivider shall cause this Agreement to be recorded within 5 days of execution in the Official Records of Alameda County. This Agreement shall not become effective until recorded.

IN WITNESS WHEREOF, Subdivider has caused its name to be hereto subscribed and the City Engineer or his designee of the City of Oakland, has caused the name of the City of Oakland to be affixed hereto, all in triplicate, this _____ day of _____, 2005.

SUBDIVIDER

DESILVA GROUP, LLC

LEONA, LLC, A California Limited Liability Company

By: _____
Jim Summers
Title: _____

By: _____
Albert Seeno
Title: _____

CITY OF OAKLAND, a Municipal Corporation

By:

RAUL GODINEZ II, Director
Public Works Agency

By:

CLAUDIA CAPPIO, Development Director,
Community and Economic Development Agency

APPROVED AS TO FORM
AND LEGALITY

Deputy City Attorney

(Attach notary acknowledgement slip)

EXHIBIT A

Exhibit A as defined in the Leona Quarry Subdivision Agreement for Tract Map No. 7492 shall consist of the following:

- The approved Improvement Plans Sheets I-1 to I-7, titled "**Improvement Plan-The Estates at Monte Vista, Tract 7492 Leona Quarry, City of Oakland, Alameda County, California**" prepared by Carlson Barbee and Gibson Inc, (included by reference).
- The standard specification for the project.
- The Standard Specification for Public Works Construction (2003Edition) and the City's Standard Details for Public Works Construction (2002 Edition).
- The items contained in the **Engineer's Estimate titled Bond Estimate Tract 7492** for Leona Quarry, Oakland, California (attached).

F. Fair
OFFICE OF THE CITY CLERK
OAKLAND

OAKLAND CITY COUNCIL
RESOLUTION No. _____ C. M. S

2005 JUN -9 PM 7:59

INTRODUCED BY COUNCILMEMBER _____

RESOLUTION APPROVING THE FINAL MAP OF TRACT NO. 7492 IN A REAL ESTATE SUBDIVISION ENTITLED "TRACT 7351", LEONA QUARRY SUBDIVISION, LOCATED ALONG CAMPUS DRIVE, OAKLAND, ALAMEDA COUNTY, CALIFORNIA

WHEREAS, on the 17th day of February 2004, the City Council of the City of Oakland approved Vesting Tentative Tract Map 7351 of a proposed real estate subdivision entitled "Tract 7351", (Leona Quarry Subdivision), Oakland, Alameda County, California;" and

WHEREAS, that certain map entitled Tract Map 7492 (Phase Two of "Tract 7351", Leona Quarry Subdivision), Oakland, California has been presented to the City Council for their approval; and

WHEREAS, an Environmental Impact Report (EIR), which complies with the requirements of the California Environmental Quality Act (CEQA) was prepared and certified for the subdivision, and approval of a final map is ministerial and exempt from CEQA; and

WHEREAS, on May 3, 2005 GHAD Board conducted a public hearing and took actions on resolutions to deem Condition of Approval No. 24 requiring the Geologic Hazard Abatement District (GHAD) to be fully funded and operational prior to recordation of the first final map fulfilled; and

WHEREAS, on June 7, 2005 the City Council authorized the City Engineer to enter into a Subdivision Improvement Agreement with the Subdivider to obligate the Subdivider to complete certain public improvements by November 20, 2006, and post security to guarantee that obligation, all related to Tract Map 7492; and

WHEREAS, the Subdivider has paid the fees and posted sufficient security to guarantee completion of the public improvements and payment for labor and material suppliers; and

WHEREAS, the City's peer review consultant, Harris and Associates reviewed the final map for conformance with standards and conditions of approval; and

WHEREAS, said proposed final map was referred to the City Engineer and he has examined the map and certified to this Council that said proposed final map is substantially the same as the vesting tentative map approved by the City Planning Commission, or alterations thereof, that said proposed final map comply with all of the provisions of the State of California Subdivision Map Act and the local ordinances of the City of Oakland applicable thereto, and that said proposed final map is technically correct; now, therefore, be it

RESOLVED: That final map for tract 7492 is hereby approved; and be it

FURTHER RESOLVED: That the City accepts all offers of public dedication shown on the final maps subject to completion of the public improvements; and be it

FURTHER RESOLVED: That the City Clerk is hereby authorized, empowered and directed to endorse the approval and acceptance thereof of this Council upon said final maps.

IN COUNCIL, OAKLAND, CALIFORNIA, _____, 2005

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