



FILED
OFFICE OF THE CITY CLERK
OAKLAND

2012 JUN -6 PM 4:18

AGENDA REPORT

TO: DEANNA J. SANTANA
CITY ADMINISTRATOR

FROM: Fred Blackwell
Assistant City Administrator

SUBJECT: Brookfield Court Final Subdivision Map

DATE: May 11, 2012

City Administrator
Approval

Deanna J. Santana

Date

6/5/12

COUNCIL DISTRICT: 7

RECOMMENDATION

Staff recommends that the City Council adopt:

A Resolution Conditionally Approving A Final Map For: Brookfield Court Tract No. 8056 Located At 9507 Edes Avenue For An Affordable Housing Project For Habitat For Humanity Of The East Bay; and

A Resolution Approving A Subdivision Improvement Agreement With Habitat For Humanity Of The East Bay For Deferred Construction Of Public Infrastructure Improvements For The Brookfield Court Tract No. 8056 Final Map Located At 9507 Edes Avenue

OUTCOME

The resolutions will authorize the City Engineer and the City Clerk to sign the subdivision map to create the thirteen (13) lots and authorize the City Engineer to sign the Subdivision Improvement Agreement (SIA) to construct roadway improvements within Edes Avenue and the on-site access and utility easement (internal road).

BACKGROUND/ LEGISLATIVE HISTORY

East Bay Habitat for Humanity (EBHH), a public benefit corporation (no. C1589421), is developing an affordable housing project on a vacant lot (APN 045-5292-005-00) purchased from the City of Oakland in January 2012, which is located at 9507 Edes Avenue between the intersections of South Elmhurst Avenue and Maddux Drive. The Final Subdivision Map will create thirteen (13) lots and dedicate a portion of the parcel frontage for Edes Avenue right-of-way and an on-site public easement for emergency vehicle access and utilities. The SIA is

Item: _____
City Council
June 19, 2012

required by the state Subdivision Map Act and the Oakland Municipal Code to assure construction of sidewalk, curb, gutter, roadway, and utilities along Edes Avenue and for the internal road. EBHH will also execute a maintenance agreement, for which the future homeowners' association will be responsible, for an on-site rainwater pre-treatment system (bio-filtration).

The Planning Commission approved the tentative map, major conditional use permit, minor variance, and design review (CMDV 10164) for the "mini lot" project on December 1, 2010. The infill project is categorically exempted from the California Environmental Quality Act (CEQA). The City Engineer has determined that the Final Subdivision Map is in substantial compliance with the approved tentative map. Approval of the Final Subdivision Map will be a ministerial action by the City Council, and approval of the SIA will be a discretionary action.

ANALYSIS

Site Construction

The three-quarter (0.75) acre vacant lot is in a soil liquefaction zone, which will affect the design of the dwelling foundations. Vehicle and fire apparatus access from Edes Avenue will be provided by an internal road (as yet unnamed). The future homeowners' association will be responsible for maintaining the internal road and the on-site storm drainage and sanitary sewer systems. A vegetated surface-runoff filtration system (tree well percolation) along the internal road will intercept pollutants carried by surface rainwater before being discharged into the City's storm water drainage system and the Bay. Federal regulations require on-site pre-treatment for new projects exceeding one-quarter (0.25) acre. EBHH will execute a maintenance agreement with the City, which will become the responsibility of the future homeowners association, for the pre-treatment system.

Subdivision Approval

The Final Map will:

- create twelve (12) lots for owner-occupied single family residences and one (1) lot for a privately maintained internal road and visitor parking, conditioned on the construction of new public infrastructure; and
- accept the dedications of thirty-three (33) feet public right-of-way adjoining Edes Avenue and public access and utility easements, conditioned on the construction of new public infrastructure.

Item: _____
City Council
June 19, 2012

The SIA will:

- require the construction of surface and subsurface infrastructure improvements (permit PX1100080) after the Final Map is approved; and
- require the completion of the infrastructure construction within one (1) year; and
- require performance and payment bonds (150% of construction cost) as a security to assure completion of the infrastructure construction; and
- require a one (1) year warrantee period following completion of the infrastructure construction; and
- require a maintenance bond (25% of construction cost) during the warrantee period.

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 Subdivision Map conforms substantially with the approved Tentative Subdivision 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 Subdivision Map to the City Council is to ensure that the Council and the public remain informed about development in the City.

PUBLIC OUTREACH/ INTEREST

The project and the tentative map were noticed in the surrounding neighborhood and fully vetted at the Planning Commission public hearing in 2010. The Final Subdivision Map is a ministerial action that concludes the approval process.

COORDINATION

The Office of the City Attorney has reviewed the resolutions for form and legality.

COST SUMMARY/ IMPLICATIONS

Staff costs for processing the Final Subdivision Map and SIA are covered by fees set by the Master Fee Schedule and have been paid by the property owner and were deposited in the special revenue Development Service Fund (2415), Engineering Services organization (84432), Subdivision Map account (45119), Engineering and Architectural Plan Approval (PS30). The

Item: _____
City Council
June 19, 2012

standard conditions of the SIA require the property owner to maintain liability and property damage insurance and to include the City as a named insured.

SUSTAINABLE OPPORTUNITIES

Economic: The subdivision will provide opportunities for affordable home ownership for the Oakland community.

Environmental: Land use approvals and construction permits for 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.

Social Equity: The proposed development will provide housing opportunities, assist the economic revitalization of the area, and support the infusion of diverse multi-cultural activities and events.

CEQA

This report is not a project under CEQA (exemptions: general plan consistency section 15183 and infill project section 15332).

For questions regarding this report, please contact Ray Derania, City Engineer, at 510/ 238-4780.

Respectfully submitted,



FRED BLACKWELL
Assistant City Administrator

Reviewed by: Raymond M. Derania, City Engineer

Prepared by: David Harlan, Engineering Manager
Department of Planning, Building, and Neighborhood
Preservation

Item: _____
City Council
June 19, 2012

FILED
OFFICE OF THE CITY CLERK
OAKLAND

Introduced by

Approved for Form and Legality

2012 JUN -6 PM 4:19

Councilmember

E. Jain
City Attorney

OAKLAND CITY COUNCIL

Resolution No. _____ C.M.S.

RESOLUTION APPROVING A SUBDIVISION IMPROVEMENT AGREEMENT WITH HABITAT FOR HUMANITY OF THE EAST BAY FOR DEFERRED CONSTRUCTION OF PUBLIC INFRASTRUCTURE IMPROVEMENTS FOR THE BROOKFIELD COURT TRACT No. 8056 FINAL MAP LOCATED AT 9507 EDES AVENUE

WHEREAS, the developer of a residential dwelling project, Habitat For Humanity Of The East Bay, a California public benefit corporation (no. C1589421), is the Subdivider of a single parcel identified by the Alameda County Assessor as APN 045-5292-005-00, and by the Alameda County Clerk-Recorder as Tract No. 8056, and by the City of Oakland as 9507 Edes Avenue, and by the developer as the Brookfield Court affordable housing project; and

WHEREAS, the Subdivider has acquired by purchase for valuable consideration from the City of Oakland the real property comprising Tract No. 8056 through a grant deed, series no. 2012-014800, recorded January 17, 2012, by the Alameda County Clerk-Recorder; and

WHEREAS, the Subdivider has previously applied to the City of Oakland for a tentative map (TTM:8056) to subdivide the platted land into thirteen (13) lots comprising Tract No. 8056 for the construction of single family dwellings and appurtenant infrastructure; and

WHEREAS, the Planning Commission of the City of Oakland approved the environmental determination (exempt), land use entitlement (CMDV 10164), and tentative map for Tract No. 8056 on December 1, 2010, which proposed:

- the establishment of twelve (12) residential lots for ownership by private purchasers, and one (1) lot for common-ownership of a private road, vehicle parking, and open space; and
- the dedication to the City of Oakland of public service easements for emergency vehicle access and public utilities; and
- the dedication to the City of Oakland of real property as public right-of-way for Edes Avenue.

WHEREAS, the Secretary of the Planning Commission of the City of Oakland has certified that the Planning Commission approved the Tentative Map for Tract No. 8056, upon which said Final Map is based; and

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

- the Final Map for Tract No. 8056, attached hereto as *Exhibit A*, is substantially the same as the Tentative Map approved by the Planning Commission, and
- the Final Map for Tract No. 8056 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 proposed metes and bounds of the property boundaries separating the proposed thirteen (13) lots and the proposed dedicated public service easements and the proposed dedicated public right-of-way, the limits of which have been established by field survey and can be re-established from the monuments, property comers, radii, bearings, and distances shown on the Final Map for Tract No. 8056; 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 proposed on-site public easements; and

WHEREAS, the City Engineer has approved infrastructure permit no. PX1100080 and the Subdividers' plans and specifications for construction of the required public infrastructure improvements, included by reference with *Exhibit B*; 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 for Tract No. 8056, 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 B*; 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 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 in the 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 Engineer is authorized to execute the Subdivision Improvement Agreement on behalf of the City of Oakland; 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 by the certification by the Planning Commission on December 1, 2010, that the project is exempt from CEQA pursuant to Section 15332 (infill project) and Section 15183 (consistency with an adopted General Plan); now, therefore, be it

RESOLVED: That the Subdivision Improvement Agreement with Habitat For Humanity Of The East Bay for the Final Map for Tract No. 8056 is hereby approved; and be it

FURTHER RESOLVED: That the City Attorney's approval of the Agreement and the instruments securing the Subdivider's performance under the Agreement shall be obtained prior to execution of the Agreement by the City Engineer 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 No. 8056 for simultaneous recordation by the Alameda County Clerk-Recorder; and be it

FURTHER RESOLVED: That the City Engineer is further authorized, without returning to the 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.

IN COUNCIL, OAKLAND, CALIFORNIA, _____, 2012

PASSED BY THE FOLLOWING VOTE:

AYES - BROOKS, BRUNNER, DE LA FUENTE, KAPLAN, KERNIGHAN, NADEL,
SGHAAF, AND PRESIDENT REID

NOES -

ABSENT -

ABSTENTION -

ATTEST: _____
LATONDA SIMMONS

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

SURVEYOR'S STATEMENT

THIS MAP WAS PREPARED BY ME OR UNDER MY DIRECTION AND IS USED FOR A FIELD SURVEY IN CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCE AT THE REQUEST OF THE HABITAT FOR HUMANITY IN APRIL 2011. I HEREBY STATE THAT ALL DIMENSIONS ARE OF THE CHARACTER AND OCCUPY THE POSITIONS INDICATED OR WILL BE SET BY THOSE POSITIONS BEFORE DECEMBER 31, 2014, AND THAT THE DIMENSIONS ARE OR WILL BE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED, AND THAT THIS FINAL MAP SUBSTANTIALLY CONFORMS TO THE CONDITIONALLY APPROVED TENTATIVE MAP.

DATE: 4-4-2012

Christopher S. Harrison
CHRISTOPHER S. HARRISON
L.S. NO. 7170



CITY ENGINEER'S STATEMENT

I, RAYMOND U. GERANI, CITY ENGINEER, HAVE BEEN AUTHORIZED TO PERFORM THE FUNCTIONS OF THE CITY ENGINEER OF THE CITY OF OAKLAND, COUNTY OF ALAMEDA, STATE OF CALIFORNIA, AND I HAVE EXAMINED THE THIS TRACT MAP AS SHOWN HEREON, AND THAT SAID FINAL MAP IS SUBSTANTIALLY THE SAME AS THAT APPEARING ON UPON THE APPROVED TENTATIVE MAP AND ANY APPROVED ALTERATIONS THEREOF THAT ALL PROVISIONS OF CHAPTER 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 TENTATIVE MAP HAVE BEEN COMPLIED WITH, AND THAT SAID TRACT MAP IS TECHNICALLY CORRECT.

RAYMOND U. GERANI, R.C.E. NO. 27815
REGISTRATION EXPIRES: MARCH 31, 2014
CITY ENGINEER
CITY OF OAKLAND, COUNTY OF ALAMEDA
STATE OF CALIFORNIA

DATE

CITY PLANNING COMMISSION STATEMENT

I HEREBY STATE THAT THE PLANNING COMMISSION OF THE CITY OF OAKLAND APPROVED ON DECEMBER 1, 2010, THE TENTATIVE MAP OF "TRACT 8056, BROOKFIELD COURT, CITY OF OAKLAND, ALAMEDA COUNTY, CALIFORNIA".

Scott Miller, for
FRED BLACKWELL
ASSISTANT CITY ADMINISTRATOR
COMMUNITY AND ECONOMIC DEVELOPMENT AGENCY

4-20-12
DATE

**TRACT NO. 8056
BROOKFIELD COURT**

SHOW A SUBDIVISION OF THAT CERTAIN PARCEL OF LAND DESCRIBED IN DOCUMENT NO. 2012-01400 OF OFFICIAL RECORDS

CITY OF OAKLAND, ALAMEDA COUNTY, CALIFORNIA.
CARLSON, BARBEE & GIBSON, INC.
ENGINEERS SURVEYORS PLANNERS
SACRAMENTO, CALIFORNIA
APRIL 2012

CITY CLERK'S STATEMENT

I, LATONDA SIMMONS, CITY CLERK AND CLERK OF THE CITY COUNCIL OF THE CITY OF OAKLAND, STATE OF CALIFORNIA, DO HEREBY STATE THAT THIS MAP, CONSISTING OF 3 SHEETS AND ENTITLED "TRACT 8056, BROOKFIELD COURT, CITY OF OAKLAND, ALAMEDA COUNTY, CALIFORNIA", WAS PRESENTED TO SAO COUNCIL, AS PROVIDED BY LAW AT A REGULAR MEETING HELD ON THE DAY OF _____ 20____, AND THAT SAID COUNCIL DID APPROVE SAID MAP AND DID ACCEPT, SUBJECT TO COMPLETION OF IMPROVEMENTS, IN FEE ON BEHALF OF THE PUBLIC USE THE AREAS DESIGNATED AS SEAS AND EASEMENT, AND THE EASEMENTS DESIGNATED AS PUE (PUBLIC UTILITY EASEMENT), EYAE (EMERGENCY ACCESS EASEMENT) AND EAE (EMERGENCY ACCESS EASEMENT).

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 _____ 20____

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

DATE

GEOTECHNICAL SOILS REPORT

A SOILS REPORT PREPARED BY ROOMSAGE GEOTECHNICAL SIGNED BY LOGAN O. UEBERDORF, PE AND CRAC S. SNEEDS, PE, BE ENTITLED "BROOKFIELD COURT DEVELOPMENT, 8607 EDES AVENUE, OAKLAND, CALIFORNIA", PROJECT NO. 09-107, DATED FEBRUARY 1, 2011.

OWNER/SUBDIVIDER

HABITAT FOR HUMANITY EAST BAY
2619 ERIDAWAY
OAKLAND, CA 94612

CLERK OF THE BOARD OF SUPERVISOR'S STATEMENT

I, CRYSTAL K. HINDA GRAFT, CLERK OF THE BOARD OF SUPERVISORS OF THE COUNTY OF ALAMEDA, STATE OF CALIFORNIA, HEREBY STATE, AS TRICKED AS FOLLOWS:

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

CRYSTAL K. HINDA GRAFT
CLERK OF THE BOARD OF SUPERVISORS OF
THE COUNTY OF ALAMEDA, STATE OF CALIFORNIA

BY: _____
DEPUTY COUNTY CLERK

NOTES:

- 1) THIS MAP IS BASED ON PRIVATE SURVEYS PERFORMED BY LICENSED PROFESSIONALS AND WILL NOT BE UPDATED OR CORRECTED BY THE CITY OF OAKLAND AFTER ITS FILING. NO WARRANTY, EITHER EXPRESSED OR IMPLIED, IS MADE BY THE CITY OF OAKLAND THAT THIS MAP AND THE SURVEY INFORMATION ON WHICH IT IS BASED IS CORRECT, ACCURATE, AND CURRENT, NOR THAT THE CITY WILL RETAIN FOR PUBLIC INSPECTION ANY RELATED INFORMATION WHICH MAY BE SUBSEQUENTLY SUBMITTED TO THE CITY, INCLUDING ALLEGED OR ACTUAL MISCONDUCTS, INACCURACIES, DEFICIENCIES, AND ERRORS.
- 2) THIS REAL PROPERTY LIES WITHIN THE FLOODPLAIN HAZARDOUS AREA: A FLOODPLAIN HAZARDOUS AREA - THE DEFINITION BEING PURSUANT TO SECTION 2686 OF THE PUBLIC RESOURCES CODE. THESE HAZARDOUS 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 INDICATE WHERE NATURAL HAZARDS EXIST. THEY ARE NOT DEFINITIVE INDICATORS OF WHETHER OR NOT A PROPERTY WILL BE AFFECTED BY A NATURAL DISASTER. TRANSFEREE(S) AND TRANSFEROR(S) MAY WISH TO OBTAIN PROFESSIONAL ADVICE REGARDING HAZARDS AND OTHER HAZARDS THAT MAY AFFECT THE PROPERTY.

EXHIBIT A

TRACT NO. 8056
BROOKFIELD COURT
 BEING A SUBDIVISION OF THAT CERTAIN PARCEL OF
 LAND DESCRIBED IN UNDEVELOPED AND UNIMPROVED
 OFFICIAL RECORDS
 CITY OF OAKLAND, ALAMEDA COUNTY, CALIFORNIA.
CARLSON, BARBEE & GIBSON, INC.
 ENGINEERS SURVEYORS PLANNERS
 SAN RAFAEL, CALIFORNIA
 APRIL 2012

OWNER'S STATEMENT

THE UNDERSIGNED, HEREBY STATES THAT IT IS THE OWNER OF ALL THE LANDS DELINEATED AND IMBROUDED WITHIN THE EXTERIOR BOUNDARY LINES UPON THE HEREIN ENCLOSED MAP ENTITLED "TRACT 8056, BROOKFIELD COURT, CITY OF OAKLAND, ALAMEDA COUNTY, CALIFORNIA" CONSISTING OF THREE (3) SHEETS, THIS STATEMENT BEING ON SHEET ONE (1) THEREOF. THAT IT IS THE OWNER OF SAID LAND BY VIRTUE OF THE GRANTY DEED RECORDED JANUARY 17, 2012 UNDER SERIES HQ 2012-014800 OF OFFICIAL RECORDS, ALAMEDA COUNTY RECORDS, AND THAT IT CONSENTS TO THE PREPARATION AND FILING OF THIS MAP.

STREET DEDICATIONS:
 THE REAL PROPERTY DESCRIBED BELOW IS DEDICATED IN FEE FOR PUBLIC PURPOSES: EYES AVENUE DEDICATED AS SHOWN ON SHEET 3 OF 3.

NON-EXCLUSIVE PUBLIC DEDICATIONS:
 THE REAL PROPERTY DESCRIBED BELOW IS DEDICATED AS AN EASEMENT FOR PUBLIC PURPOSES:

1. EASEMENTS WITH THE RIGHT OF INGRESS AND EGRESS FOR THE CONSTRUCTION, MAINTENANCE AND REPAIR OF APPLICABLE STRUCTURES AND APPURTENANCES THEREON, UPON AND OVER ANY AREA OF LAND DESIGNATED AS: "PUE" (PUBLIC UTILITY EASEMENT) AS Delineated AND DESIGNATED WITHIN THE EXTERIOR BOUNDARY LINES OF THIS MAP. SAID AREAS OR STRIPS OF LAND TO BE KEPT OPEN AND FREE FROM BUILDINGS AND STRUCTURES OF ANY KIND EXCEPT APPLICABLE UTILITY STRUCTURES AND APPURTENANCES, LAWFUL FENCES AND LAWFUL AMENITIES. THE GRANTOR AND THE GRANTOR'S HEIRS, SUCCESSORS, OR ASSIGNS SHALL NOT PLACE OR PERMIT TO BE PLACED ON SAID EASEMENTS ANY BUILDING OR STRUCTURE EXCEPT LAWFUL FENCES AND LAWFUL AMENITIES, NOR ALLOW TO BE DONE ANYTHING WHICH MAY INTERFERE WITH THE FULL ENJOYMENT BY THE GRANTEE.

2. EASEMENTS FOR EMERGENCY VEHICLE ACCESS UPON AND OVER ANY AREA OF LAND DESIGNATED AS: "EVAE" (EMERGENCY VEHICLE ACCESS EASEMENT) AS DELINEATED AND DESIGNATED WITHIN THE EXTERIOR BOUNDARY LINES OF THIS MAP.

3. EASEMENTS FOR EMERGENCY ACCESS UPON AND OVER ANY AREA OF LAND DESIGNATED AS: "EAE" (EMERGENCY ACCESS EASEMENT) AS DELINEATED AND DESIGNATED WITHIN THE EXTERIOR BOUNDARY LINES OF THIS MAP. SAID AREAS OR STRIPS OF LAND ARE TO BE KEPT OPEN AND FREE FROM BUILDINGS AND STRUCTURES OF ANY KIND EXCEPT LAWFUL FENCES WITH GATES, PAVED WALKWAYS, IRRIGATION SYSTEMS AND APPURTENANCES.

PRIVATE ACCESS EASEMENTS:
 THE REAL PROPERTY DESCRIBED BELOW IS DEDICATED AS AN EASEMENT FOR PRIVATE PURPOSES:

THE UNDERSIGNED RESERVES THE RIGHT TO CONSTRUCT, RECONSTRUCT AND MAINTAIN SIDEWALKS AND APPURTENANCES, IN, ON, OVER AND UNDER THOSE STRIPS OF LAND SHOWN UPON SAID MAP, AND DESIGNATED "PAE" (PRIVATE ACCESS EASEMENT) THEREON, AS ENBRACED WITHIN THE BOUNDARY LINES OF THE HEREIN ENCLOSED MAP, TOGETHER WITH THE RIGHT TO ENTER UPON SAID STRIPS FOR THE PURPOSES OF PRIVATE ACCESS, CONSTRUCTION, RECONSTRUCTION, MAINTENANCE OR REPAIRING SAID SIDEWALKS AND APPURTENANCES. HERETO OWNER FURTHER RESERVES THE RIGHT TO GRANT EASEMENTS OVER SUCH PAE.

PARCEL A:
 PARCEL A IS NOT HEREBY DEDICATED FOR PUBLIC USES AND PURPOSES BUT IS RESERVED BY THE OWNER FOR THE USES SET FORTH IN THE SUBDIVISION RESTRICTIONS GOVERNING THIS SUBDIVISION. SAID PARCEL IS CREATED FOR PRIVATE ROADWAY, LANDSCAPE, UTILITY, DRAINAGE, PARKING AND RECREATIONAL PURPOSES AND IS TO BE MAINTAINED BY THE SUBDIVISION HOMEOWNERS ASSOCIATION AND WILL BE GRANTED TO THE HOMEOWNERS ASSOCIATION BY SEPARATE INSTRUMENT.

EDMAD:
 THE AREA MARKED EDMAD IS DEDICATED TO EAST BAY MUNICIPAL UTILITY DISTRICT AS A PERPETUAL NON-EXCLUSIVE EASEMENT FOR THE PURPOSE OF CONSTRUCTING, REPAIRING, MAINTAINING, OPERATING AND USING FOR THE TRANSMISSION AND DISTRIBUTION OF BATH, A PPE OR PRESSURES ARE ALL NECESSARY UTILITIES INCLUDING UNDERGROUND TELEPHONE AND ELECTRICAL CABLES OR APPURTENANCES THEREON, IN, UNDER AND ALONG SAID EASEMENT TOGETHER WITH THE RIGHT OF INGRESS TO AND EGRESS FROM SAID EASEMENT AND THE RIGHT AT ALL TIMES TO ENTER IN, OVER AND UPON SAID EASEMENT AND EVERY PART THEREOF. THE EASEMENT AREA MAY BE LANDSCAPED IN A MANNER CONSISTENT WITH EAST BAY MUNICIPAL UTILITY DISTRICT'S USE; HOWEVER NO BUILDING OR STRUCTURE MAY BE PLACED ON SAID EASEMENT, NO TREES MAY BE PLANTED WITHIN THE EASEMENT AREA AND NO CHANGES MAY BE MADE TO EXISTING SURFACE ELEVATION (GRADE) OF THE EASEMENT AREA BY MORE THAN ONE (1) FOOT, NOR SHALL ANYTHING BE DONE THEREON WHICH MAY INTERFERE WITH EAST BAY MUNICIPAL UTILITY DISTRICT'S FULL ENJOYMENT OF SAID EASEMENT.

BY: HABITAT FOR HUMANITY EAST BAY, A CALIFORNIA NONPROFIT PUBLIC BENEFIT CORPORATION
 2819 BROADWAY
 OAKLAND, CA 94612

BY: [Signature]
 ITS: President & CEO

OWNER'S ACKNOWLEDGEMENT

STATE OF California ss.
 COUNTY OF Alameda
 ON April 24, 2012 BEFORE ME,
Lucinda Lee A NOTARY PUBLIC IN AND FOR SAID COUNTY
 AND STATE, PERSONALLY APPEARED
Josée Jensen WHO PROVED TO ME ON THE
 BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) IS/ARE
 SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT
 HE/SHE/HEY EXECUTED THE SAID INSTRUMENT IN HIS/HER/THEIR AUTHORIZED CAPACITY(IES), AND
 THAT BY HIS/HER/THEIR SIGNATURE(S) ON THE INSTRUMENT THE PERSON(S) OR THE
 ENTITY UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT.

I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA
 THAT THE FOREGOING PARAGRAPH IS TRUE AND CORRECT.

WITNESS MY HAND:
 SIGNATURE: [Signature]
 NAME (PRINT): Lucinda Lee
 PRINCIPAL COUNTY OF BUSINESS: Alameda
 MY COMMISSION NO.: August 24, 2012 / 111210937
 MY COMMISSION EXPIRES: Aug 24, 2018

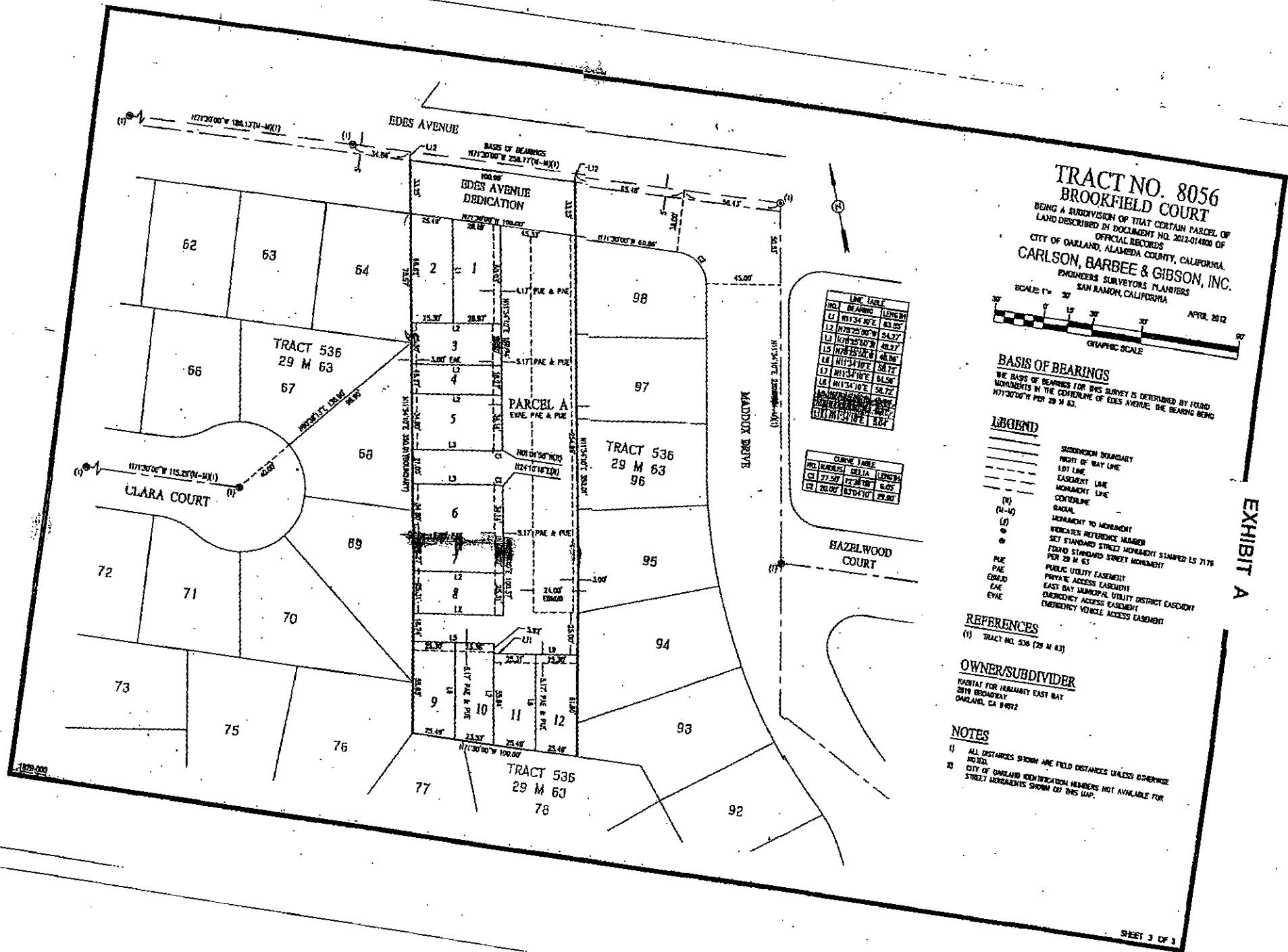
COUNTY RECORDER'S STATEMENT

FILED THIS _____ DAY OF _____
 AT _____ U. S. DOOR _____ OF UAPS AT _____
 PAGES _____ BALLOTIVE, RECORDERS SERIES _____
 NO. _____ AT THE REQUEST OF OLD REPUBLIC TITLE COMPANY.

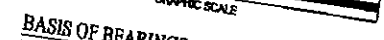
FEE \$ _____ PAID
 PARRICK O'CONNELL
 COUNTY RECORDER BY AND FOR THE
 COUNTY OF ALAMEDA, STATE OF CALIFORNIA

BY: _____
 DEPUTY COUNTY RECORDER

EXHIBIT A



**TRACT NO. 8056
BROOKFIELD COURT**
 BEING A SUBDIVISION OF THAT CERTAIN PARCEL OF
 LAND DESCRIBED IN DOCUMENT NO. 2012-01480 OF
 OFFICIAL RECORDS
 CITY OF OAKLAND, ALAMEDA COUNTY, CALIFORNIA.
CARLSON, BARBEE & GIBSON, INC.
 ENGINEERS SURVEYORS PLANNERS
 SAN RAMON, CALIFORNIA
 SCALE 1" = 30'
 APRIL 2012



BASIS OF BEARINGS
 THE BASIS OF BEARINGS FOR THIS SURVEY IS DETERMINED BY FOUND
 MONUMENTS IN THE CENTERLINE OF EDES AVENUE, THE BEARING BEING
 N71°30'00" W PER 29 M 63.

LEGEND

- SUBDIVISION BOUNDARY
- RIGHT OF WAY LINE
- LOT LINE
- EASEMENT LINE
- MONUMENT LINE
- CENTERLINE
- (1) BOUNDARY
- (2)-(10) MONUMENT TO MONUMENT
- (11) INDICATES REFERENCE NUMBER
- (12) SET STANDARD STREET MONUMENT
- (13) FOUND STANDARD STREET MONUMENT STAMPED 25 7/16 PER 29 M 63
- PUE PUBLIC UTILITY EASEMENT
- PAE PRIVATE ACCESS EASEMENT
- EMUAD EAST BAY MUNICIPAL UTILITY DISTRICT EASEMENT
- EAC EMERGENCY ACCESS EASEMENT
- EVE EMERGENCY VEHICLE ACCESS EASEMENT

REFERENCES

- (1) TRACT NO. 536 (29 M 63)

OWNER/SUBDIVIDER

HABITAT FOR HUMANITY EAST BAY
 2678 BROADWAY
 OAKLAND, CA 94612

NOTES

- (1) ALL DISTANCES SHOWN ARE FIELD DISTANCES UNLESS OTHERWISE NOTED.
- (2) CITY OF OAKLAND IDENTIFICATION NUMBERS NOT AVAILABLE FOR STREET MONUMENTS SHOWN ON THIS MAP.

LINE TABLE

NO.	BEARING	LENGTH
L1	N71°30'00" W	43.85
L2	N71°30'00" W	34.37
L3	N71°30'00" W	34.37
L4	N71°30'00" W	34.37
L5	N71°30'00" W	34.37
L6	N71°30'00" W	34.37
L7	N71°30'00" W	34.37
L8	N71°30'00" W	34.37
L9	N71°30'00" W	34.37
L10	N71°30'00" W	34.37
L11	N71°30'00" W	34.37
L12	N71°30'00" W	34.37

CURVE TABLE

NO.	BEARING	DELTA	LENGTH
C1	N71°30'00" W	172°00'00"	6.00
C2	N71°30'00" W	172°00'00"	25.00

EXHIBIT A

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

Brookfield Court

Final Map - Tract No. 8056

This Agreement is between Habitat for Humanity East Bay, a California non-profit public benefit corporation, C1589421, (DEVELOPER) 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, herein after referred to as the Parties.

RECITALS

DEVELOPER is the owner in fee title of one (1) parcel comprising the approved Tentative Map (TTM 8056) for the Brookfield Court project (Project) located within the corporate limits of Oakland, which are identified by the Alameda County Assessor with the following parcel number, 045-5292-005, and by the CITY with the corresponding address 9507 Edes Avenue Oakland, California.

The DEVELOPER has presented a Final Map, which is identified by the Alameda County Cleric-Recorder as Tract No. 8056, to the CITY that proposes the subdivision of existing parcel identified above and then re-subdivision into twelve (12) developable lots, identified as Lots 1 - 12, and a privately owned and privately maintained lot for access, emergency vehicle access, and public utilities, identified as Lot A and the dedication of public right-of-way for Edes Avenue.

The DEVELOPER is the developer of the Project for all purposes of this Agreement. As the owner of the existing parcels comprising the Project, the DEVELOPER has consented to the recordation of the Final Map for Tract No. 8056 and to the dedication of public easements and public right-of-way set forth therein and to the recordation of this Agreement.

As a condition precedent to the approval of the Final Map for Tract No. 8056, the CITY requires the irrevocable dedication of public right-of-way, private access easement, emergency vehicle access easement, and public utility 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 easements that customarily includes grading, paving, striping and lettering, curbs, gutters and sidewalks,

trees, landscaping and irrigation, storm drains and sanitary sewers, storm water treatment, electricity, water, communication, and natural gas utility mains and branch piping and wiring, traffic control, and all appurtenances thereto pursuant to this Agreement.

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 the public infrastructure permit and the grading permit, included herein by reference. 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 Final Map for Tract No. 8056 and acceptance of the irrevocable offers of dedication of public access and public utility 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 on-site and off-site public infrastructure improvements within the time duration set forth in Section 4 below.

THEEEFORE, it is agreed by and between the Parties as follows:

1. Approval of the Final Map for Tract No. 8056

Approval by the CITY of the Final Map for Tract No. 8056 shall be conditioned up on execution of this Agreement by the City Engineer on behalf of the City of Oakland, as well as the DEVELOPER's satisfactory performance of its obligations specified in this Agreement, as determined by the CITY.

2. Construction of Public Infrastructure Improvements

The DEVELOPER shall construct all required on-site and off-site public infrastructure improvements in strict accordance with all permits, specifications, plans and applicable CITY standards and performance criteria as specified in the public infrastructure permit and set forth below in Section 3.

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 and Standard Specifications for Public Works Construction, current editions.
- B. The time duration for the completion of required public infrastructure improvements, as set forth in Section 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 (10) 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 15.04.660 (Grading, Excavations, and Fills).
- 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, including a California Construction General Permit with a Storm Water Pollution Prevention Plan (SWPPP - "C6") provided by a Qualified SWPPP Developer (QSD) and monitored by a Qualified SWPPP Practitioner (QSP).

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 Public Infrastructure Improvements

A. All construction of required public infrastructure improvements shall be completed by the DEVELOPER within one (1) year of the date of execution of this Agreement, except those required improvements for which another completion date is stated in the public infrastructure permit or set forth above in Section 3 above. 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 Engineer may approve an extension the time for completion of the required public infrastructure improvements upon demonstration of good cause. Such approval shall not be unreasonably withheld.

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

5. Acceptance of Dedications and Ownership of Public Infrastructure Improvements

Upon final approval of the public infrastructure improvement permit and grading 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 Section 7 - Maintenance and Section 8 - Guarantee and Warranty.

6. Responsibility for Dedications and Public Infrastructure 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 Public Infrastructure 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 the public infrastructure permit.

and set forth in Section 3 above. The 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 the public infrastructure permit and set forth in Section 3 above.

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, all fees and penalties and accrued interest shall be paid 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, the 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 DEVELOPER to bear all applicable costs.

12. Security

Surety bonds shall be presented to the CITY, 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 \$248,000, which is the full amount (one-hundred percent) 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 this Agreement; and
2. Labor and Materials Bond in a face amount not less \$124,000, 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 to the 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.

The Faithful Performance Bond and the Labor and Material Bond shall not be limited in duration nor stipulate a date of expiration and shall remain in effect until the unconditional issuance of the Certificate of Completion of the required public infrastructure improvements

- B. Before final approval of the public infrastructure permit, a Maintenance Bond shall be presented in a face amount not less than \$62,000, 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 required public infrastructure improvements, to secure faithful performance of Section 7 - Maintenance and Section 8 - Guarantee and Warranty above. This Maintenance Bond shall remain in effect for not less than one year (1) 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.
- D. 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 this Agreement shall be void.

13. Alternative Security

In lieu of the bonds required above in Section 12, alternative securities may be substituted in a form provided by Government Code Section 66499.3 and subject to review and approval by the City Attorney.

14. Hold Harmless

- A. The DEVELOPER agrees and promises to defend (with counsel acceptable to the CITY), hold harmless, and indemnify the CITY, the Oaldand City Council, and its respective officials, officers, employees, agents, representatives, and volunteers from any and all liability, claims, demands, lawsuits, actions, causes of action proceeding and judgments for injury and/or damages of any kind and nature whatsoever (including legal costs, attorneys' fees, expert witness or consultant fees, City Attorney or staff time, expenses or costs) (collectively called "Action") arising out of, related to or caused by performance of this Agreement, including without limitation the design, construction and/or maintenance (for a period of one year following unconditional issuance of the Certificate of Completion) of the on-site and off-site required public infrastructure improvements and regardless of responsibility for negligence. The CITY may elect, in its sole and absolute discretion, to participate in the defense of said Action, and the DEVELOPER shall reimburse the CITY for its reasonable legal costs and attorneys' fees. This indemnification shall survive the termination of this Agreement.
- B. Within ten (10) calendar days of the filing of any Action as specified to subsection A above, the DEVELOPER shall execute a Joint Defense Letter Agreement with the CITY, acceptable to the City Attorney, which memorializes the above obligations. These obligations and the Joint Defense Letter of Agreement shall survive termination, extinguishment or invalidation of this Agreement. Failure to timely execute the Letter Agreement does not relieve the DEVELOPER of any of the obligations contained in this condition or other requirements or conditions of approval that may be imposed by the CITY.

15. Insurance Required

Sufficient insurance shall be procured and maintained for the duration of the Agreement 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 its 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 \$1,000,000.00 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. DEVELOPER may cause its civil engineer to provide the Professional Liability/Errors/Omissions insurance.
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 and approved by the CITY. At the option of the CITY, either

1. the insurer shall reduce or eliminate such deductibles or self-insured retentions with respect to the CITY and its officers, officials, employees, agents and volunteers, or
2. a bond shall be procured guaranteeing payment of losses and related investigations, claim administration and defense expenses.

D. Other Insurance Provisions

The general and automobile liability policies required by this Section 15 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:
 - (a) liability arising out of activities performed by or on behalf of the DEVELOPER and its agents, representatives, employees or subcontractors;
 - (b) products and completed operations of the DEVELOPER and its agents, representatives, employees or subcontractors;
 - (c) premises owned, occupied or used by the DEVELOPER and its agents, representatives, employees or subcontractors, or
 - (d) automobiles owned, leased, hired or borrowed by the DEVELOPER and its agents, representatives, employees or subcontractors.

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. Insurance coverage required by this Section 15 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 insurance for the DEVELOPER and its agents, representatives, employees or subcontractors and shall not contribute with it.
3. Any failure to comply with reporting provisions of the policies required by this Section 15, including breaches of warranties, shall not affect coverage provided to the CITY and its officers, officials, employees, representatives, agents, and volunteers.
4. Insurance required by this Section 15 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 Section 15 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 required by this Section 15 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.

P. Verification of Coverage

Certificates of insurance shall be furnished with original endorsements effecting coverage required by this Section 15. The certificates and endorsements for each insurance policy shall 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 2010 (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 shall 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

All subcontractors shall be included as insured under the policies required by this Section 15 or separate certificates and endorsements shall be furnished for each subcontractor. All coverage for subcontractors shall be subject to all of the requirements stated herein.

16. 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 attorney fees and expert witness fees, in addition to any other relief to which they may be entitled.

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

This Agreement pertains to and runs with the real property included within the Final Map for Tract No. 8056, which land is expressly agreed to benefit from the privileges granted under this Agreement, and binds the beneficiaries, heirs, assigns, and successors in interest in the properties of Developer.

18. Attachments

The following documents are incorporated into this Agreement by reference:

CITY permits: Public Infrastructure PX 1100080	Planning CDMV 10164
Private Infrastructure PX 1100081	Grading GR 1100089,
Encroachment n.a.	Est. Cost of Improvements \$ 248,000.00

Final Map: Tract No. 8056 Resolution No. _____ C.M.S.

Insurer: _____ Surety: _____

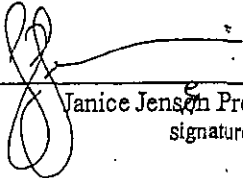
19. Effective Date

This Agreement shall be effective on the date of its execution by the CITY.

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

*** DEVELOPEE:**

Habitat for Humanity East Bay
a California nonprofit public benefit corporation

by:  _____
Janice Jensen, President and CEO
signature

CITY:

City of Oaldand
a California municipal corporation

** notarized acknowledgment required*

by: _____
signature

RAYMOND M. DERANIA
City Engineer

CALIFORNIA ALL PURPOSE ACKNOWLEDGMENT

STATE OF CALIFORNIA

County of Alameda

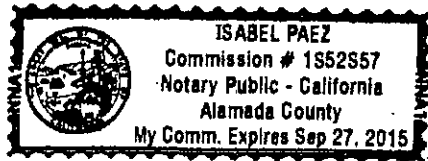
On March 7, 2012 before me, Isabel Paez, a notary public, personally appeared Janice Jensen who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing is true and correct.

Witness my hand and official seal.

Signature

.x (Seal)



PTS101

UPDATE/QUERY BOND INFORMATION

2/07/12 10:08:18
Next Option: 119

Applic#: PX1100080

Type: Filed: 06/30/11 Disp:

Addr1: 9507 EDES

AV Suite:

Parcel: 045 -5292-005-00

BOND I N S T R U M E N T

Typ*	Typ*	Number	Bond Company	Date Received	Amount Received	Expire Date	Date Released
PRF	BND	105694891	TRAVELERS	02/07/12	248,000.00		
COMMENT: IN CASHIER'S SAFE DLR X4774							
L/M	BND	105694892	TRAVELERS	02/07/12	124,000.00		
COMMENT: IN CASHIER'S SAFE DLR X4774							

Bottom

F1=Hlp F3=Ext F5=Chg F7=Fwd F8=Bck F10=List F11=Fnd F12=Prv F24=Com
801 RECORD CHANGED

9501 Edos 0719
PX 1100080



License No. _____

RIDER

To be attached to and form part of Bond No. 105694891

Issued on behalf of Habitat for Humanity East Bay as Principal, and in favor of _____ as Obligee.

It is agreed that:

- 1. The Surety hereby gives its consent to change the Name:
from: _____
to: _____
- 2. The Surety hereby gives its consent to change the Address:
from: _____
to: _____
- 3. The Surety hereby gives its consent to change the Bond Penalty:
from: One Hundred Seven Thousand and 00/100 Dollars (\$107,000.00)
to: Two Hundred Forty-Eight Thousand and 00/100 Dollars (\$248,000.00)

This rider shall become effective as of January 1, 2012

PROVIDED, however, that the liability of the Surety under the attached bond as changed by this rider shall not be cumulative.

Signed, sealed and dated January 30, 2012

Travelers Casualty and Surety Company of America
 By: Victoria L. Ernest Attorney-in-Fact

Accepted: _____
Obligee

OR Habitat for Humanity East Bay
Principal

By: _____

By: [Signature]



POWER OF ATTORNEY

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company

Attorney-In Fact No. 222967

Certificate No. 004647080

KNOW ALL MEN BY THESE PRESENTS: That St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company and St. Paul Mercury Insurance Company are corporations duly organized under the laws of the State of Minnesota, that Farmington Casualty Company, Travelers Casualty and Surety Company, and Travelers Casualty and Surety Company of America are corporations duly organized under the laws of the State of Connecticut, that United States Fidelity and Guaranty Company is a corporation duly organized under the laws of the State of Maryland, that Fidelity and Guaranty Insurance Company is a corporation duly organized under the laws of the State of Iowa, and that Fidelity and Guaranty Insurance Underwriters, Inc., is a corporation duly organized under the laws of the State of Wisconsin (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint

Robyn Rest, Victoria L. Ernest, and Laura Giampietro

of the City of Madison, State of New Jersey, their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 16th day of November, 2011

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company



State of Connecticut
City of Hartford ss.

By: [Signature]
George W. Thompson, Senior Vice President

On this the 16th day of November, 2011, before me personally appeared George W. Thompson, who acknowledged himself to be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal. My Commission expires the 30th day of June, 2016.



[Signature]
Marie C. Tetreault, Notary Public

TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA

HARTFORD, CONNECTICUT 00183

FINANCIAL STATEMENT AS OF DECEMBER 31, 2010

CAPITAL STOCK \$ 8,450,000

ASSETS		LIABILITIES & SURPLUS	
CASH AND INVESTED CASH	\$ 40,788,176	UNEARNED PREMIUMS	\$ 811,954,207
BONDS	3,817,437,250	LOSSES	820,220,402
INVESTMENT INCOME DUE AND ACCRUED	53,309,217	REINSURANCE PAYABLE ON PAID LOSSES / LOSS ADJ. EXPENSES	2,528,742
PREMIUM BALANCES	179,028,702	LOSS ADJUSTMENT EXPENSES	477,405,045
NET DEFERRED TAX ASSET	67,763,379	COMMISSIONS	31,987,828
REINSURANCE RECOVERABLE	28,060,885	TAXES, LICENSES AND FEES	53,070,609
RECEIVABLES FROM PARENT, SUBSIDIARIES AND AFFILIATES	34,025,680	OTHER EXPENSES	34,523,322
SECURITIES LENDING REINVESTED COLLATERAL ASSETS	11,844,000	FUNDS HELD UNDER REINSURANCE TREATIES	90,187,683
UNDISTRIBUTED PAYMENTS	4,501,656	CURRENT FEDERAL AND FOREIGN INCOME TAXES	3,320,537
OTHER ASSETS	513,763	REMITTANCES AND ITEMS NOT ALLOCATED	8,428,732
		AMOUNTS WITHHELD / RETAINED BY COMPANY FOR OTHERS	25,591,395
		RETROACTIVE REINSURANCE RESERVE ASSUMED	3,280,870
		POLICYHOLDER DIVIDENDS	7,470,605
		PROVISION FOR REINSURANCE	5,357,027
		PAYABLE FOR SECURITIES LENDING	11,844,000
		CEDED REINSURANCE NET PREMIUMS PAYABLE	(80,388,527)
		OTHER ACCRUED EXPENSES AND LIABILITIES	1,053,979
		TOTAL LIABILITIES	\$ 2,436,034,011
		CAPITAL STOCK	\$ 6,400,000
		PAID IN SURPLUS	433,803,760
		OTHER SURPLUS	1,301,940,752
		TOTAL SURPLUS TO POLICYHOLDERS	\$ 1,802,224,512
TOTAL ASSETS	\$ 4,238,258,523	TOTAL LIABILITIES & SURPLUS	\$ 4,238,258,523

STATE OF CONNECTICUT)
 COUNTY OF HARTFORD) SS,
 CITY OF HARTFORD)

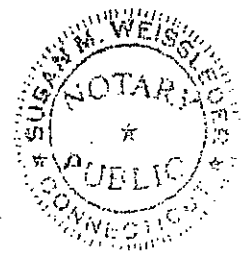
MICHAEL J. DOODY, BEING DULY SWORN, SAYS THAT HE IS SECOND VICE PRESIDENT OF TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA, AND THAT TO THE BEST OF HIS KNOWLEDGE AND BELIEF, THE FOREGOING IS A TRUE AND CORRECT STATEMENT OF THE FINANCIAL CONDITION OF SAID COMPANY AS OF THE 31ST DAY OF DECEMBER, 2010.

Michael J. Doody
 SECOND VICE PRESIDENT

Susan M. Weissleder
 NOTARY PUBLIC

SUBSCRIBED AND SWORN TO BEFORE ME THIS
 15TH DAY OF APRIL, 2011

SUSAN M. WEISSELEDER
 Notary Public
 My Commission Expires November 30, 2012



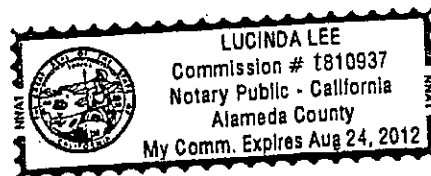
Certificate of Acknowledgement of Notary Public

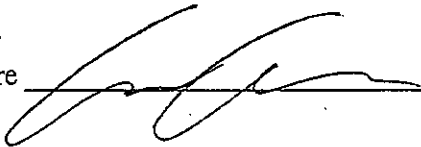
State of California
County of Alameda

On Jan. 31, 2012 before me, Lucinda Lee, a notary public, personally appeared Janice Jensen, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing is true and correct.

Witness my hand and official seal.



Signature  (Seal)

PX 11 000 80
9517 Edge Ave



License No. _____

RIDER

To be attached to and form part of Bond No. 105694892

Issued on behalf of Habitat for Humnnity East Bay as Principal, and in favor of _____ as Obligee.

It is agreed that:

- 1. The Surety hereby gives its consent to change the Name:
from: _____
to: _____
- 2. The Surety hereby gives its consent to change the Address:
from: _____
to: _____
- 3. The Surety hereby gives its consent to change the Bond Penalty :
from: Fifty-Three Thousand Five Hundred and 00/100 Dollars (\$53,500.00)
to: One Hundred Twenty-Four Thousand and 00/100 Dollars (\$124,000.00)

This rider shall become effective as of January 1, 2012

PROVIDED, however, that the liability of the Surety under the attached bond as changed by this rider shall not be cumulative.

Signed, sealed and dated January 30, 2012

Travelers Casualty and Surety Company of America
 By: Victoria L. Ernest
 Victoria L. Ernest Attorney-in-Fact

Accepted: _____
Obligee

or Habitat for Humnnity East Bay
Principal

By: _____

By: _____

TRAVELERS

POWER OF ATTORNEY

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company

Attorney-In Fact No. 222967

Certificate No. 004647079

KNOW ALL MEN BY THESE PRESENTS: That St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company and St. Paul Mercury Insurance Company are corporations duly organized under the laws of the State of Minnesota, that Farmington Casualty Company, Travelers Casualty and Surety Company, and Travelers Casualty and Surety Company of America are corporations duly organized under the laws of the State of Connecticut, that United States Fidelity and Guaranty Company is a corporation duly organized under the laws of the State of Maryland, that Fidelity and Guaranty Insurance Company is a corporation duly organized under the laws of the State of Iowa, and that Fidelity and Guaranty Insurance Underwriters, Inc., is a corporation duly organized under the laws of the State of Wisconsin (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint

Robyn Rost, Victoria L. Ernest, and Laura Giampietro

of the City of Madison, State of New Jersey, their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 16th day of November, 2011

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company



State of Connecticut
City of Hartford ss.

By: George W. Thompson
George W. Thompson, Senior Vice President

On this the 16th day of November, 2011, before me personally appeared George W. Thompson, who acknowledged himself to be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.
My Commission expires the 30th day of June, 2016.



Marie C. Tetreault
Marie C. Tetreault, Notary Public

TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA

HARTFORD, CONNECTICUT 06183

FINANCIAL STATEMENT AS OF DECEMBER 31, 2010

CAPITAL STOCK \$ 0,480,000

ASSETS		LIABILITIES & SURPLUS	
CASH AND INVESTED CASH	\$ 40,788,176	UNEARNED PREMIUMS	\$ 813,054,297
BONDS	3,817,487,280	LOSSES	020,220,402
INVESTMENT INCOME DUE AND ACCRUED	53,309,217	REINSURANCE PAYABLE ON PAID LOSSES / LOSS ADJ. EXPENSES	2,528,742
PREMIUM BALANCES	179,023,702	LOSS ADJUSTMENT EXPENSES	477,405,845
NET DEFERRED TAX ASSET	87,783,378	COMMISSIONS	31,967,828
REINSURANCE RECOVERABLE	28,660,685	TAXES, LICENSES AND FEES	53,079,089
RECEIVABLES FROM PARENT, SUBSIDIARIES AND AFFILIATES	34,025,690	OTHER EXPENSES	34,523,822
SECURITIES LENDING REINVESTED COLLATERAL ASSETS	11,844,000	FUNDS HELD UNDER REINSURANCE TREATIES	06,187,983
UNOISTRIBUTED PAYMENTS	4,607,658	CURRENT FEDERAL AND FOREIGN INCOME TAXES	3,320,537
OTHER ASSETS	513,706	REMITTANCES AND ITEMS NOT ALLOCATED	9,428,732
		AMOUNTS WITHHELD / RETAINED BY COMPANY FOR OTHERS	25,501,385
		RETROACTIVE REINSURANCE RESERVE ASSUMED	3,230,079
		POLICYHOLDER DIVIDENDS	7,470,603
		PROVISION FOR REINSURANCE	5,337,827
		PAYABLE FOR SECURITIES LENDING	11,844,000
		CEDED REINSURANCE NET PREMIUMS PAYABLE	(80,388,527)
		OTHER ACCRUED EXPENSES AND LIABILITIES	1,053,975
		TOTAL LIABILITIES	\$ 2,436,034,011
		CAPITAL STOCK	5 6,480,000
		PAID IN SURPLUS	433,803,760
		OTHER SURPLUS	1,381,840,752
		TOTAL SURPLUS TO POLICYHOLDERS	\$ 1,302,224,512
TOTAL ASSETS	\$ 4,235,258,523	TOTAL LIABILITIES & SURPLUS	\$ 4,238,258,523

STATE OF CONNECTICUT)
 COUNTY OF HARTFORD) SS.
 CITY OF HARTFORD)

MICHAEL J. DOODY, BEING DULY SWORN, SAYS THAT HE IS SECOND VICE PRESIDENT, OF TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA, AND THAT TO THE BEST OF HIS KNOWLEDGE AND BELIEF, THE FOREGOING IS A TRUE AND CORRECT STATEMENT OF THE FINANCIAL CONDITION OF SAID COMPANY AS OF THE 31ST DAY OF DECEMBER, 2010.

Michael J. Doody
 SECOND VICE PRESIDENT

Susan M. Weissleder
 NOTARY PUBLIC

SUBSCRIBED AND SWORN TO BEFORE ME THIS 15TH DAY OF APRIL, 2011

SUSAN M. WEISSELER
 Notary Public
 My Commission Expires November 30, 2012



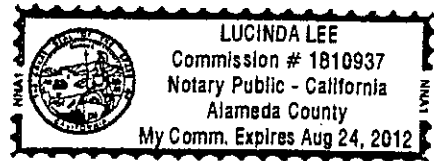
Certificate of Acknowledgement of Notary Public

State of California
County of Alameda

On Jan. 31, 2012 before me, Lucinda Lee, a notary public, personally appeared Janice Jensen, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing is true and correct.

Witness my hand and official seal.



Signature

A handwritten signature in cursive script, appearing to read "Lucinda Lee", written over a horizontal line.

(Seal)

Introduced by OFFICE OF THE CITY CLERK
OAKLAND

Approved for Form and Legality

K. Sam

City Attorney

Councilmember 2012 JUN -6 PM 4:19

OAKLAND CITY COUNCIL

Resolution No. _____ C.M.S.

**RESOLUTION CONDITIONALLY APPROVING A FINAL MAP FOR
BROOKFIELD COURT TRACT No. 8056 LOCATED AT 9507 EDES AVENUE
FOR AN AFFORDABLE HOUSING PROJECT FOR HABITAT FOR HUMANITY
OF THE EAST BAY**

WHEREAS, the developer of a residential dwelling project, Habitat For Humanity Of The East Bay, a California public benefit corporation (no. C1589421), is the Subdivider of a single parcel identified by the Alameda County Assessor as APN 045-5292-005-00, and by the Alameda County Clerk-Recorder as Tract No. 8056, and by the City of Oakland as 9507 Edes Avenue, and by the developer as the Brookfield Court affordable housing project; and

WHEREAS, the Subdivider has acquired by purchase for valuable consideration from the City of Oakland the real property comprising Tract No. 8056 through a grant deed, series no. 2012-014800, recorded January 17, 2012, by the Alameda County Clerk-Recorder; and

WHEREAS, the Subdivider has previously applied to the City of Oakland for a tentative map (TTM 8056) to subdivide the platted land into thirteen (13) lots comprising Tract No. 8056 for the construction of single family dwellings and appurtenant infrastructure; and

WHEREAS, the Planning Commission of the City of Oakland approved the environmental determination (exempt), land use entitlement (CMDV 10164), and tentative map for Tract No. 8056 on December 1, 2010, which proposed:

- the establishment of twelve (12) residential lots for ownership by private purchasers, and one (1) lot for common-ownership of a private road, vehicle parking, and open space; and
- the dedication to the City of Oakland of public service easements for emergency vehicle access and public utilities; and
- the dedication to the City of Oakland of real property as public right-of-way for Edes Avenue.

WHEREAS, the Secretary of the Planning Commission of the City of Oakland has certified that the Planning Commission approved the Tentative Map for Tract No. 8056, upon which said Final Map is based; and

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

- the Final Map for Tract No. 8056, attached hereto as **Exhibit A**, is substantially the same as the Tentative Map approved by the Planning Commission, and
- the Final Map for Tract No. 8056 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 proposed metes and bounds of the property boundaries separating the proposed thirteen (13) lots and the proposed dedicated public service easements and the proposed dedicated public right-of-way, 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 No. 8056; 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 proposed on-site public easements; and

WHEREAS, the City Engineer has approved infrastructure permit no. PX1100080 and the Subdividers' plans and specifications for construction of the required public infrastructure improvements, included by reference with **Exhibit B**; 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 for Tract No. 8056, 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 B**; 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 by the certification by the Planning Commission on December 1, 2010, that the project is exempt from CEQA pursuant to Section 15183 (consistency with an adopted General Plan) and Section 15332 (infill project); now, therefore, be it

RESOLVED: That the Final Map for Tract No. 8056 is hereby conditionally approved; and be it

FURTHER RESOLVED: That the dedication of real property as delineated on the Final Map for public right-of-way for Edes Avenue is hereby conditionally accepted; and be it

FURTHER RESOLVED: That pursuant to California Streets and Highways Code section 8300, et seq., should the City of Oakland vacate said portion of the public right-of-way offered for dedication, at some future date as yet undetermined, Habitat For Humanity Of The East Bay and its representatives, heirs, assigns, and successors and the future owners, separately and jointly, of said subdivide lots retain the unqualified right to the underlying fee simple interest of said real property; and be it

FURTHER RESOLVED: That the dedication of public service easements as delineated on the Final Map is hereby conditionally accepted; and be it

FURTHER RESOLVED: That the approval of the Final Map and the acceptance of said dedications are conditioned upon completion to the satisfaction of the City Engineer of public infrastmcture improvements, as set forth in the Subdivision Improvement Agreement; and be h

FURTHER RESOLVED: That Habitat For Humanity Of The East Bay shall be responsible in perpetuity for the installation, maintenance, repair, and removal of all infrastmcture improvements within said public service easements and public right-of-way dedications as delineated on the Final Map, including but not limited to roadway pavement, sidewalks, curbs, gutters, trees and landscaping, irrigation, electrical lighting, sanitary sewer piping, and storm water piping, but excepting from said responsibility infrastmcture improvements that are otherwise regulated by California Public Utilities Commission; and be it

FURTHER RESOLVED: That the hereinabove conditions shall be binding upon Habitat For Humanity Of The East Bay and its representatives, heirs, successors, and assigns and the successive owners of said lots as delineated on the Final Map.

FURTHER RESOLVED: That failure by Habitat For Humanity Of The East Bay to comply in all aspects with the Subdivision Improvement Agreement shall void approval of the Final Map and void acceptance of said dedications and shall revert the original parcels comprising Tract No. 8056 to acreage; and be it

FURTHER RESOLVED: That the City Engineer is hereby authorized to endorse the Final Map for Tract No. 8056; and be it

FURTHER RESOLVED: That the City Clerk of the City of Oakland is hereby authorized to endorse the Final Map for Tract No. 7904, upon its execution by the City Engineer, and directed to file the fully endorsed Final Map with the Alameda County Clerk-Recorder for recordation; and be it

FURTHER RESOLVED: That this Resolution shall become effective upon the recordation of the Final Map for Tract No. 8056 by the Alameda County Clerk-Recorder.

IN COUNCIL, OAKLAND, CALIFORNIA, _____, 2012

PASSED BY THE FOLLOWING VOTE:

**AYES - BROOKS, BRUNNER, DE LA FUENTE, KAPLAN, KERNIGHAN, NADEL,
SCHAAF, AND PRESIDENT REID**

NOES -

ABSENT -

ABSTENTION -

**ATTEST: _____
LATONDA SIMMONS
City Clerk and Clerk of the Council
of the City of Oakland, California**

SURVEYOR'S STATEMENT

THIS MAP WAS PREPARED BY ME OR UNDER MY DIRECTION AND IS BASED UPON A FIELD SURVEY IN CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCE AT THE REQUEST OF THE HABITAT FOR HUMANITY IN JUNE 2011. I HEREBY STATE THAT ALL MONUMENTS ARE OF THE CHARACTER AND OCCUPY THE POSITIONS INDICATED ON THIS MAP AND THAT THE MONUMENTS ARE SUFFICIENT TO ENABLE THE SURVEY TO BE RE-TRACED, AND THAT THIS FINAL MAP SUBSTANTIALLY CONFORMS TO THE CONDITIONALLY APPROVED TENTATIVE MAP.

DATE: 4-4-2012

Christopher S. Harrison
CHRISTOPHER S. HARRISON
L.S. NO. 7176



CITY ENGINEER'S STATEMENT

I, RAYMOND U. DERANHA, 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 THE THIS TRACT MAP AS SHOWN HEREIN, AND THAT SAID FINAL MAP IS SUBSTANTIALLY THE SAME AS THAT APPEARING ON UPON THE APPOINTED 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 TENTATIVE MAP HAVE BEEN COMPLIED WITH, AND THAT SAID TRACT MAP IS TECHNICALLY CORRECT.

RAYMOND U. DERANHA, R.C.E. NO. 27615
REGISTRATION EXPIRES: MARCH 31, 2014
CITY ENGINEER
CITY OF OAKLAND, COUNTY OF ALAMEDA
STATE OF CALIFORNIA

DATE

CITY PLANNING COMMISSION STATEMENT

I HEREBY STATE THAT THE PLANNING COMMISSION OF THE CITY OF OAKLAND APPROVED ON DECEMBER 1, 2010, THE TENTATIVE MAP OF "TRACT 8056, BROOKFIELD COURT, CITY OF OAKLAND, ALAMEDA COUNTY, CALIFORNIA".

Scott Miller, for
FRED BLACKWELL
ASSISTANT CITY ADMINISTRATOR
COMMUNITY AND ECONOMIC DEVELOPMENT AGENCY

4-20-12
DATE

**TRACT NO. 8056
BROOKFIELD COURT**
BEING A SUBDIVISION OF THAT CERTAIN PARCEL OF
LAND DESCRIBED IN DOCUMENT NO. 1012-01440 OF
CITY CLERK RECORDS
CITY OF OAKLAND, ALAMEDA COUNTY, CALIFORNIA.
CARLSON, BARBEE & GIBSON, INC.
ENGINEERS, ARCHITECTS & PLANNERS
SAN FRANCISCO, CALIFORNIA
APRIL 2012

CITY CLERK'S STATEMENT

I, LATONDA SIMMONS, CITY CLERK AND CLERK OF THE CITY COUNCIL OF THE CITY OF OAKLAND, STATE OF CALIFORNIA, DO HEREBY STATE THAT THIS MAP, CONSISTING OF 3 SHEETS AND ENTITLED "TRACT 8056, BROOKFIELD COURT, CITY OF OAKLAND, ALAMEDA COUNTY, CALIFORNIA", WAS PRESENTED TO SAID COUNCIL, AS PROVIDED BY LAW AT A REGULAR MEETING HELD ON THE DAY OF _____ 20____, AND THAT SAID COUNCIL DID APPROVE SAID MAP AND DID ACCEPT, SUBJECT TO COMPLETION OF IMPROVEMENTS, AN FEEL ON BEHALF OF THE PUBLIC USE THE AREAS DESIGNATED AS EDES AVENUE CORKATOR, AND THE EASEMENTS DESIGNATED AS PUB (PUBLIC UTILITY EASEMENT), EVAE (EMERGENCY ACCESS EASEMENT) AND ONE (EMERGENCY ACCESS EASEMENT).

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 _____ 20____.

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

DATE

GEOTECHNICAL SOILS REPORT

A SOIL REPORT PREPARED BY RODRIGUE GEOTECHNICAL SOINED BY LOREN D. MEBERS, PE AND CRAIG S. SHIELDS, PE, ON TITLED "BROOKFIELD COURT DEVELOPMENT, 8507 EDES AVENUE, OAKLAND, CALIFORNIA", PROJECT NO. 05-167. DATED FEBRUARY 1, 2011.

OWNER/SUBDIVIDER

HABITAT FOR HUMANITY EAST BAY
2515 BROADWAY
OAKLAND, CA 94612

CLERK OF THE BOARD OF SUPERVISOR'S STATEMENT

I, CRISTAL K. HENRICH, CLERK OF THE BOARD OF SUPERVISORS OF THE COUNTY OF ALAMEDA, STATE OF CALIFORNIA, HEREBY STATE, AS CHECKED EELINE THAT:

- AN APPROVED BOND HAS BEEN FILED WITH THE SUPERVISORS OF THE SAID COUNTY AND STATE IN THE AMOUNT OF \$ _____ CONDITIONED FOR THE PAYMENT OF ALL THE TAXES AND SPECIAL ASSESSMENTS COLLECTED AS TAXES THROUGH A LEIN AGAINST SAID LAND OR ANY PART THEREOF BUT NOT YET PAYABLE, AND HAS BEEN 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 _____, A.D. _____

CRISTAL K. HENRICH, CLERK
OF THE BOARD OF SUPERVISORS OF
THE COUNTY OF ALAMEDA, STATE OF CALIFORNIA

BY: _____
DEPUTY COUNTY CLERK

NOTES:

- 1) THIS MAP IS BASED ON PRIVATE SURVEYS PERFORMED BY LICENSED PROFESSIONALS AND WILL NOT BE UPDATED OR CORRECTED BY THE CITY OF OAKLAND AFTER ITS FILING. NO WARRANTY, EITHER EXPRESSED OR IMPLIED, IS MADE BY THE CITY OF OAKLAND THAT THIS MAP AND THE SURVEY INFORMATION ON WHICH IT IS BASED IS CORRECT, ACCURATE, AND CURRENT, EVEN THAT THE CITY WILL RETAIN FOR PUBLIC INSPECTION ANY RELATED INFORMATION WHICH MAY BE SUBSEQUENTLY SUBMITTED TO THE CITY, INCLUDING ALIQUOT OR ACTUAL DISCREPANCIES, INACCURACIES, OMISSIONS, AND ERRORS.
- 2) THIS REAL PROPERTY LIES WITHIN THE FLOODPLAIN HAZARDOUS AREA: A SPECIAL FLOOD HAZARD - (FLOODPLAIN ZONE PURSUANT TO SECTION 2696 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 THESE NATURAL HAZARDS EXIST. THEY ARE NOT DEFINITIVE INDICATORS OF WHETHER OR NOT A PROPERTY WILL BE AFFECTED BY A NATURAL DISASTER. TRANSFEREE(S) AND TRANSFEROR(S) MAY WISH TO OBTAIN PROFESSIONAL POWER REBARIC HAZARDS AND OTHER HAZARDS THAT MAY AFFECT THE PROPERTY.

EXHIBIT A

TRACT NO. 8056
BROOKFIELD COURT
 BEING A SUBDIVISION OF THAT CERTAIN PARCEL OF
 LAND DESCRIBED IN INSTRUMENT NO. 2012-014800 OF
 OFFICIAL RECORDS
 CITY OF OAKLAND, ALAMEDA COUNTY, CALIFORNIA.
CARLSON, BARBEE & GIBSON, INC.
 ENGINEERS SURVEYORS PLANNERS
 SAN RAFAEL, CALIFORNIA
 APRIL 2012

OWNER'S STATEMENT

THE UNDERSIGNED, HEREBY STATES THAT IT IS THE OWNER OF ALL THE LANDS DELINEATED AND EMBRACED WITHIN THE EXTERIOR BOUNDARY LINES UPON THE HEREM EMBODIED MAP ENTITLED "TRACT 0056, BROOKFIELD COURT, CITY OF OAKLAND, ALAMEDA COUNTY, CALIFORNIA" CONSISTING OF THREE (3) SHEETS, THIS STATEMENT BEING NO SHEET ONE (1) THEREOF; THAT IT IS THE OWNER OF SAID LAND BY WRITURE OF THE GRANT DEED RECORDED JANUARY 17, 2012 UNDER SERIES NO. 2012-014800 OF OFFICIAL RECORDS, ALAMEDA COUNTY RECORDS, AND THAT IT CONSENTS TO THE PREPARATION AND FILING OF THIS MAP.

STREET DEDICATIONS:
 THE REAL PROPERTY DESCRIBED BELOW IS DEDICATED IN FEE FOR PUBLIC PURPOSES: EDES AVENUE DEDICATION, AS SHOWN ON SHEET 3 OF 3.

NON-EXCLUSIVE PUBLIC DEDICATIONS:
 THE REAL PROPERTY DESCRIBED BELOW IS DEDICATED AS AN EASEMENT FOR PUBLIC PURPOSES:

- EASEMENTS WITH THE RIGHT OF EGRESS AND EGRESS FOR THE CONSTRUCTION MAINTENANCE AND REPAIR OF APPLICABLE STRUCTURES AND APPURTENANCES UNDER, UPON AND OVER ANY AREA OF LAND DESIGNATED AS: "PUE" (PUBLIC UTILITY EASEMENT) AS DELINEATED AND DESIGNATED WITHIN THE EXTERIOR BOUNDARY LINES OF THIS MAP. SAID AREAS OR STRIPS OF LAND TO BE KEPT OPEN AND FREE FROM BUILDINGS AND STRUCTURES OF ANY KIND EXCEPT APPLICABLE UTILITY STRUCTURES AND APPURTENANCES, LAWN, FENCES AND LITTLE AMENITIES. THE GRANTEE OR HIS SUCCESSORS, OR ASSIGNS SHALL NOT PLACE OR POINT TO BE PLACED ON SAID EASEMENTS ANY BUILDING OR STRUCTURE EXCEPT LAWFUL FENCES AND LAWFUL AMENITIES, NOR ALLOW TO BE DONE ANYTHING WHICH MAY INTERFERE WITH THE FULL ENJOYMENT BY THE GRANTEE.
- EASEMENTS FOR EMERGENCY VEHICLE ACCESS UPON AND OVER ANY AREA OF LAND DESIGNATED AS: "EVAE" (EMERGENCY VEHICLE ACCESS EASEMENT) AS DELINEATED AND DESIGNATED WITHIN THE EXTERIOR BOUNDARY LINES OF THIS MAP.
- EASEMENTS FOR EMERGENCY ACCESS UPON AND OVER ANY AREA OF LAND DESIGNATED AS: "EAC" (EMERGENCY ACCESS EASEMENT) AS DELINEATED AND DESIGNATED WITHIN THE EXTERIOR BOUNDARY LINES OF THIS MAP. SAID AREAS OR STRIPS OF LAND ARE TO BE KEPT OPEN AND FREE FROM BUILDINGS AND STRUCTURES OF ANY KIND EXCEPT LAWFUL FENCES AND LITTLE AMENITIES, PAVED WALKWAYS, IRRIGATION SYSTEMS AND APPURTENANCES.

PRIVATE ACCESS EASEMENTS:
 THE REAL PROPERTY DESCRIBED BELOW IS DEDICATED AS AN EASEMENT FOR PRIVATE PURPOSES:

THE UNDERSIGNED RESERVES THE RIGHT TO CONSTRUCT, RECONSTRUCT AND MAINTAIN SIDEWALKS AND APPURTENANCES, IN, ON, OVER AND UNDER THOSE STRIPS OF LAND SHOWN UPON SAID MAP AND DESIGNATED "PAE" (PRIVATE ACCESS EASEMENT) THEREON, AS EMBRACED WITHIN THE BOUNDARY LINES OF THE HEREM EMBODIED MAP, TOGETHER WITH THE RIGHT TO ENTER UPON SAID STRIPS FOR THE PURPOSES OF PRIVATE ACCESS, CONSTRUCTION, RECONSTRUCTING, MAINTAINING OR REPAIRING SAID SIDEWALKS AND APPURTENANCES HERETO. OWNER FURTHER RESERVES THE RIGHT TO GRANT EASEMENTS OVER SUCH PAL.

PARCEL A:
 PARCEL A IS NOT HEREBY DEDICATED FOR PUBLIC USES AND PURPOSES BUT IS RESERVED BY THE OWNER FOR THE USES SET FORTH IN THE SUBDIVISION RESTRICTIONS GOVERNING THIS SUBDIVISION. SAID PARCEL IS CREATED FOR PRIVATE ROADWAY, LANDSCAPE, UTILITY, DRAINAGE, PARKING AND RECREATIONAL PURPOSES AND IS TO BE MAINTAINED BY THE SUBDIVISION HOMEOWNERS ASSOCIATION AND WILL BE CHARGED TO THE HOMEOWNERS ASSOCIATION BY SEPARATE INSTRUMENT.

EBUILD:
 THE AREA MARKED EBUILD IS DEDICATED TO EAST BAY MUNICIPAL UTILITY DISTRICT AS A PERPETUAL NON-EXCLUSIVE EASEMENT FOR THE PURPOSE OF CONSTRUCTION, REPLACING, MAINTAINING, OPERATING AND USING FOR THE TRANSMISSION AND DISTRIBUTION OF WATER, A PIPE OR PIPELINES AND ALL NECESSARY FIXTURES INCLUDING UNDERGROUND TELEPHONE AND ELECTRICAL CABLES OR APPURTENANCES HERETO, IN UNDER AND AROUND SAID EASEMENT, TOGETHER WITH THE RIGHT OF EGRESS AND EGRESS FROM SAID EASEMENT AND THE RIGHT AT ALL TIMES TO ENTER IN OVER AND UPON SAID EASEMENT AND EVERY PART THEREOF. THE EASEMENT AREA MAY BE LANDSCAPED IN A MANNER CONSISTENT WITH EAST BAY MUNICIPAL UTILITY DISTRICT'S USE; HOWEVER, NO BUILDING OR STRUCTURE MAY BE PLACED ON SAID EASEMENT, NO TREES MAY BE PLANTED WITHIN THE EASEMENT AREA AND NO CHANGES MAY BE MADE TO EXISTING SURFACE ELEVATION (GRADE) OF THE EASEMENT AREA BY MORE THAN ONE (1) FOOT, NOR SHALL ANYTHING BE DONE THEREON WHICH MAY INTERFERE WITH EAST BAY MUNICIPAL UTILITY DISTRICT'S FULL ENJOYMENT OF SAID EASEMENT.

BY: HABITAT FOR HUMANITY EAST BAY, A CALIFORNIA NONPROFIT PUBLIC BENEFIT CORPORATION
 2519 BROADWAY
 OAKLAND, CA 94612
 BY: [Signature]
 ITS: President + CEO

OWNER'S ACKNOWLEDGEMENT

STATE OF California) SS.
 COUNTY OF Alameda)
 ON August 24, 2012 BEFORE ME,
Lucinda Lee A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, PERSONALLY APPEARED

Lucinda Lee WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE/SHE/HEY EXECUTED THE SAME IN HIS/HER/HIS/HER AUTHORIZED CAPACITY(IES), AND THAT BY HIS/HER/HIS/HER SIGNATURE(S) ON THE INSTRUMENT THE PERSON(S) OR THE ENTITY UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT.

I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE FOREGOING PARAGRAPH IS TRUE AND CORRECT.

WITNESS MY HAND:
 SIGNATURE: [Signature]
 NAME (PRINT): Lucinda Lee
 PRINCIPAL COUNTY OF BUSINESS: Alameda
 MY COMMISSION NO.: August 24, 2012 / #1010937
 MY COMMISSION EXPIRES: Aug 24, 2012

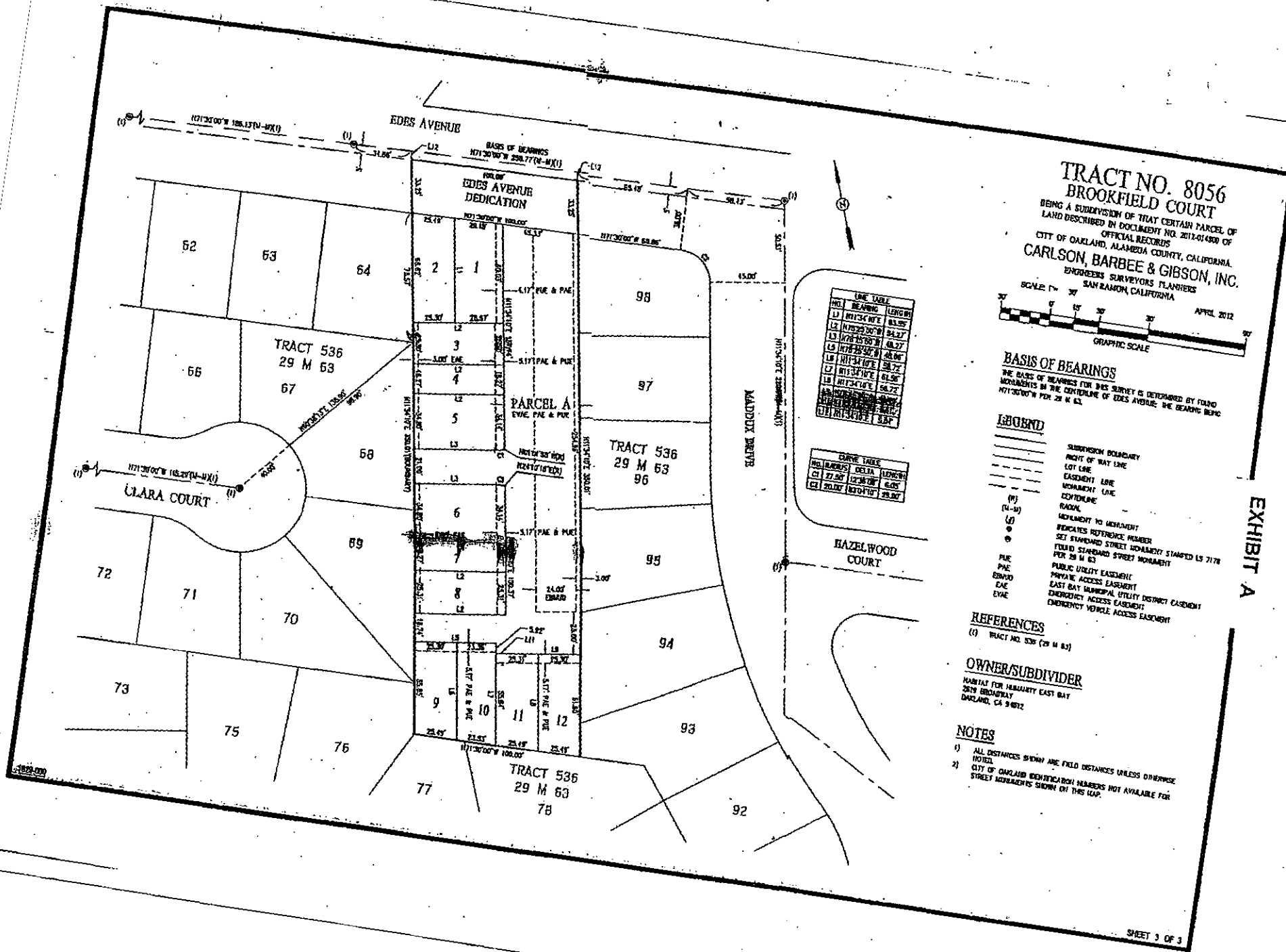
COUNTY RECORDER'S STATEMENT

FILED THIS _____ DAY OF _____ AT _____ IN BOOK _____ OF MAPS AT _____ PAGES _____ RECORDERS SERIES _____ NO. _____ AT THE REQUEST OF OLD REPUBLIC TITLE COMPANY.

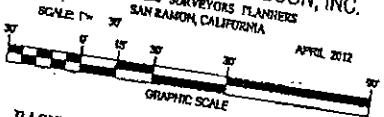
FEE \$ _____ PAID
 PATRICK O'CONNELL
 COUNTY RECORDER IN AND FOR THE COUNTY OF ALAMEDA, STATE OF CALIFORNIA

BY: _____
 DEPUTY COUNTY RECORDER

EXHIBIT A



TRACT NO. 8056
BROOKFIELD COURT
 BEING A SUBDIVISION OF THAT CERTAIN PARCEL OF
 LAND DESCRIBED IN DOCUMENT NO. 2012-01490 OF
 OFFICIAL RECORDS
 CITY OF OAKLAND, ALAMEDA COUNTY, CALIFORNIA
CARLSON, BARBEE & GIBSON, INC.
 ENGINEERS SURVEYORS PLANNERS
 SAN RAMON, CALIFORNIA



BASIS OF BEARINGS
 THE BASIS OF BEARINGS FOR THIS SURVEY IS DETERMINED BY FOUND
 MONUMENTS IN THE CENTERLINE OF EDES AVENUE; THE BEARINGS BEING
 N71°30'00"W PER 28 M 62.

- LEGEND**
- SUBDIVISION BOUNDARY
 - RIGHT OF WAY LINE
 - LOT LINE
 - EASEMENT LINE
 - MONUMENT LINE
 - CENTERLINE
 - (M) MONUMENT
 - (14-30) MOVEMENT TO MONUMENT
 - (S) SET FORWARD STREET MONUMENT STAMPED LS 7178
 - (O) FOUND FORWARD STREET MONUMENT PER 28 M 62
 - (P) PUBLIC UTILITY EASEMENT
 - (PAE) PRIVATE ACCESS EASEMENT
 - (EAE) EAST BAY MUNICIPAL UTILITY DISTRICT EASEMENT
 - (EM) EMERGENCY ACCESS EASEMENT
 - (EVE) EMERGENCY VEHICLE ACCESS EASEMENT

REFERENCES
 (1) TRACT NO. 536 (29 M 63)

OWNER/SUBDIVIDER
 HARBURY FOR HARBURY EAST BAY
 2678 BROADWAY
 OAKLAND, CA 94612

NOTES

- 1) ALL DISTANCES SHOWN ARE FIELD DISTANCES UNLESS OTHERWISE NOTED.
- 2) CITY OF OAKLAND IDENTIFICATION NUMBERS NOT AVAILABLE FOR STREET MONUMENTS SHOWN ON THIS MAP.

LINE TABLE

NO.	BEARING	LENGTH
L1	N71°34'00"W	83.85
L2	N70°25'00"W	84.57
L3	N70°25'00"W	84.57
L4	N70°25'00"W	84.57
L5	N71°34'00"W	84.57
L6	N71°34'00"W	84.57
L7	N71°34'00"W	84.57
L8	N71°34'00"W	84.57
L9	N71°34'00"W	84.57
L10	N71°34'00"W	84.57
L11	N71°34'00"W	84.57
L12	N71°34'00"W	84.57

CURVE TABLE

NO.	RADIUS	DELTA	LENGTH
C1	27.00'	102.81°	6.00'
C2	20.00'	102.81°	28.00'

EXHIBIT A

recording requested by:

CITY OF OAKLAND

when recorded shall 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

Brookfield Court

Final Map - Tract No. 8056

This Agreement is between Habitat for Humanity East Bay, a California non-profit public benefit corporation, C1589421, (DEVELOPER) 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, herein after referred to as the Parties.

RECITALS

DEVELOPER is the owner in fee title of one (1) parcel comprising the approved Tentative Map (TTM 8056) for the Brookfield Court project (Project) located within the corporate limits of Oakland, which are identified by the Alameda County Assessor with the following parcel number, 045-5292-005, and by the CITY with the corresponding address 9507 Edes Avenue Oakland, California.

The DEVELOPER has presented a Final Map, which is identified by the Alameda County Clerk-Recorder as Tract No. 8056, to the CITY that proposes the subdivision of existing parcel identified above and their re-subdivision into twelve (12) developable lots, identified as Lots 1 - 12, and a privately owned and privately maintained lot for access, emergency vehicle access, and public utilities, identified as Lot A and the dedication of public right-of-way for Edes Avenue.

The DEVELOPER is the developer of the Project for all purposes of this Agreement. As the owner of the existing parcels comprising the Project, the DEVELOPER has consented to the recordation of the Final Map for Tract No. 8056 and to the dedication of public easements and public right-of-way set forth therein and to the recordation of this Agreement.

As a condition precedent to the approval of the Final Map for Tract No. 8056, the CITY requires the irrevocable dedication of public right-of-way, private access easement, emergency vehicle access easement, and public utility 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 easements that customarily includes grading, paving, striping and lettering, curbs, gutters and sidewalks,

trees, landscaping and irrigation, storm drains and sanitary sewers, storm water treatment, electricity, water, communication, and natural gas utility mains and branch piping and wiring, traffic control, and all appurtenances thereto pursuant to this Agreement.

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 the public infrastructure permit and the grading permit, included herein by reference. 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 Final Map for Tract No. 8056 and acceptance of the irrevocable offers of dedication of public access and public utility 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 on-site and off-site public infrastructure improvements within the time duration set forth in Section 4 below.

THEREFORE, it is agreed by and between the Parties as follows:

1. Approval of the Final Map for Tract No. 8056

Approval by the CITY of the Final Map for Tract No. 8056 shall be conditioned up on execution of this Agreement by the City Engineer on behalf of the City of Oaldand, as well as the DEVELOPER's satisfactory performance of its obligations specified in this Agreement, as determined by the CITY.

2. Construction of Public Infrastructure Improvements

The DEVELOPER shall construct all required on-site and off-site public infrastructure improvements in strict accordance with all permits, specifications, plans and applicable CITY standards and performance criteria as specified in the public infrastructure permit and set forth below in Section 3.

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 Oaldand Municipal Code Chapter 16.16 - Design Standards and in Standard Details for Public Works Construction and Standard Specifications for Public Works Construction, current editions.
- B. The time duration for the completion of required public infrastructure improvements, as set forth in Section 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 (10) 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 Oaldand Municipal Code, including section 15.04.660 (Grading, Excavations, and Fills).
- D. Performance standards for the construction of required public infrastructure improvements shall comply with the requirements of Oaldand Municipal Code chapter 17.120 and with regional, state, and federal regulations for "Best Management Practices" for erosion and sedimentation control, including a California Construction General Permit with a Storm Water Pollution Prevention Plan (SWPPP - "C6") provided by a Qualified SWPPP Developer (QSD) and monitored by a Qualified SWPPP Practitioner (QSP).

- 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 Public Infrastructure Improvements

- A. All construction of required public infrastructure improvements shall be completed by the DEVELOPER within one (1) year of the date of execution of this Agreement, except those required improvements for which another completion date is stated in the public infrastructure permit or set forth above in Section 3 above. 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 Engineer may approve an extension the time for completion of the required public infrastructure improvements upon demonstration of good cause. Such approval shall not be unreasonably withheld.
- C. An extension may be granted without notice to the Surety, and extensions so granted shall not relieve the Surety's liability on any of the bonds required by this Agreement.

5. Acceptance of Dedications and Ownership of Public Infrastructure Improvements

Upon final approval of the public infrastructure improvement permit and grading 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 Section 7 - Maintenance and Section 8 - Guarantee and Warranty.

6. Responsibility for Dedications and Public Infrastructure 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 Public Infrastructure 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 the public infrastructure permit

and set forth in Section 3 above. The 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 the public infrastructure permit and set forth in Section 3 above.

If at any time before the expiration of the guarantee and warrantee period specified herein said designs proved 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, all fees and penalties and accrued interest shall be paid 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, the 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 DEVELOPER to bear all applicable costs.

12. Security

Surety bonds shall be presented to the CITY, 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 \$248,000, which is the full amount (one-hundred percent) 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 this Agreement; and
2. Labor and Materials Bond in a face amount not less \$124,000, 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 to the 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.

The Faithful Performance Bond and the Labor and Material Bond shall not be limited in duration nor stipulate a date of expiration and shall remain in effect until the unconditional issuance of the Certificate of Completion of the required public infrastructure improvements

- B. Before final approval of the public infrastructure permit, a Maintenance Bond shall be presented in a face amount not less than \$62,000, 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 required public infrastructure improvements, to secure faithful performance of Section 7 - Maintenance and Section 8 - Guarantee and Warrantee above. This Maintenance Bond shall remain in effect for not less than one year (1) 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
- D. 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 this Agreement shall be void.

13. Alternative Security

In lieu of the bonds required above in Section 12, alternative securities may be substituted in a form provided by Government Code Section 66499.3 and subject to review and approval by the City Attorney.

14. Hold Harmless

- A. The DEVELOPER agrees and promises to defend (with counsel acceptable to the CITY), hold harmless, and indemnify the CITY, the Oaldand City Council, and its respective officials, officers, employees, agents, representatives, and volunteers from any and all liability, claims, demands, lawsuits, actions, causes of action proceeding and judgments for injury and/or damages of any kind and nature whatsoever (including legal costs, attorneys' fees, expert witness or consultant fees, City Attorney or staff time, expenses or costs) (collectively called "Action") arising out of, related to or caused by performance of this Agreement, including without limitation the design, construction and/or maintenance (for a period of one year following unconditional issuance of the Certificate of Completion) of the on-site and off-site required public infrastructure improvements and regardless of responsibility for negligence. The CITY may elect, in its sole and absolute discretion, to participate in the defense of said Action, and the DEVELOPER shall reimburse the CITY for its reasonable legal costs and attorneys' fees. This indemnification shall survive the termination of this Agreement.
- B. Within ten (10) calendar days of the filing of any Action as specified in subsection A above, the DEVELOPER shall execute a Joint Defense Letter Agreement with the CITY, acceptable to the City Attorney, which memorializes the above obligations. These obligations and the Joint Defense Letter of Agreement shall survive termination, extinguishment or invalidation of this Agreement. Failure to timely execute the Letter Agreement does not relieve the DEVELOPER of any of the obligations contained in this condition or other requirements or conditions of approval that may be imposed by the CITY.

15. Insurance Required

Sufficient insurance shall be procured and maintained for the duration of the Agreement 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 its 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 \$1,000,000.00 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. DEVELOPER may cause its civil engineer to provide the Professional Liability/Errors/Omissions insurance.
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 and approved by the CITY. At the option of the CITY, either

1. the insurer shall reduce or eliminate such deductibles or self-insured retentions with respect to the CITY and its officers, officials, employees, agents and volunteers, or
2. a bond shall be procured guaranteeing payment of losses and related investigations, claim administration and defense expenses.

D. Other Insurance Provisions

The general and automobile liability policies required by this Section 15 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:
 - (a) liability arising out of activities performed by or on behalf of the DEVELOPER and its agents, representatives, employees or subcontractors;
 - (b) products and completed operations of the DEVELOPER and its agents, representatives, employees or subcontractors;
 - (c) premises owned, occupied or used by the DEVELOPER and its agents, representatives, employees or subcontractors, or
 - (d) automobiles owned, leased, hired or borrowed by the DEVELOPER and its agents, representatives, employees or subcontractors.

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. Insurance coverage required by this Section 15 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 insurance for the DEVELOPER and its agents, representatives, employees or subcontractors and shall not contribute with it.
3. Any failure to comply with reporting provisions of the policies required by this Section 15, including breaches of warranties, shall not affect coverage provided to the CITY and its officers, officials, employees, representatives, agents, and volunteers.
4. Insurance required by this Section 15 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 Section 15 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 Insurer's

If the insurance company providing coverage required by this Section 15 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

Certificates of insurance shall be furnished with original endorsements effecting coverage required by this Section 15. The certificates and endorsements for each insurance policy shall 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 2010 (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 shall 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

All subcontractors shall be included as insured under the policies required by this Section 15 or separate certificates and endorsements shall be furnished for each subcontractor. All coverage for subcontractors shall be subject to all of the requirements stated herein.

16. 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 attorney fees and expert witness fees, in addition to any other relief to which they may be entitled.

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

This Agreement pertains to and runs with the real property included within the Pinal Map for Tract No. 8056, which land is expressly agreed to benefit from the privileges granted under this Agreement, and binds the beneficiaries, heirs, assigns, and successors in interest in the properties of Developer.

18. Attachments

The following documents are incorporated into this Agreement by reference:

CITY permits: Public Infrastructure PX 1100080	Planning CDMV 10164
Private Infrastructure PX 1100081	Grading GR 1100089,
Encroachment n.a.	Est Cost of Improvements \$ 248,000.00

Final Map: Tract No. 8056 Resolution No. _____ C.M.S.

Insurer: _____ Surety: _____

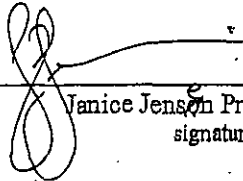
19. Effective Date

This Agreement shall be effective on the date of its execution by the CITY.

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

*** DEVELOPER:**

Habitat for Humanity East Bay
a California nonprofit public benefit corporation

by:  _____
Janice Jensen, President and CEO
signature

CITY:

City of Oakland
a California municipal corporation

** notarized acknowledgment required*

by: _____
signature

RAYMOND M. DERANIA
City Engineer

CALIFORNIA ALL PURPOSE ACKNOWLEDGMENT

STATE OF CALIFORNIA

County of Alameda

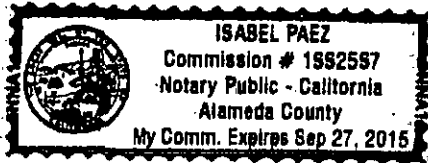
On March 7, 2012 before me, Isabel Paez, a notary public, personally appeared Janice Jensen who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing is true and correct.

Witness my hand and official seal.

Signature

.x (Seal)



PTS101

UPDATE/QUERY BOND INFORMATION

2/07/12 10:08:18
Next Option: II9

Applic#: PX11000SQ

Type: Filed: 06/30/11 Disp:

Addr1: 9507 EDES

AV Suite:

Parcel: 045 -5292-005-00

BOND I N S T R U M E N T

Typ*	Typ*	Number	Bond Company	Date Received	Amount Received	Expire Date	Date Released
PRF	BND	105694891	TRAVELERS	02/07/12	248,000.00		
COMMENT: IN CASHIER'S SAFE DLR X4774							
L/M	BND	105694892	TRAVELERS	02/07/12	124,000.00		
COMMENT: IN CASHIER'S SAFE DLR X4774							

Bottom

F1=Hlp F3=Ext F5=Chg F7=Fwd F8=Bck F10=List F11=Fnd F12=Prv F24=Com
801 RECORD CHANGED

9501 Edos 0719
PX 1100080



License No. _____

RIDER

To be attached to and form part of Bond No. 105694891

Issued on behalf of Habitat for Humanity East Bay as Principal, and in favor of _____ as Obligee.

It is agreed that:

1. The Surety hereby gives its consent to change the Name:

from: _____

to: _____

2. The Surety hereby gives its consent to change the Address:

from: _____

to: _____

3. The Surety hereby gives its consent to change the Bond Penalty:

from: One Hundred Seven Thousand and 00/100 Dollars (\$107,000.00)

to: Two Hundred Forty-Eight Thousand and 00/100 Dollars (\$248,000.00)

This rider shall become effective as of January 1, 2012

PROVIDED, however, that the liability of the Surety under the attached bond as changed by this rider shall not be cumulative.

Signed, sealed and dated January 30, 2012

Travelers Casualty and Surety Company of America

By: Victoria L. Ernest
Victoria L. Ernest Attorney-in-Fact

Accepted: _____
Obligee

OR Habitat for Humanity East Bay
Principal

By: _____

By: [Signature]



POWER OF ATTORNEY

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company

Attorney-In Fact No. 222967

Certificate No. 004647080

KNOW ALL MEN BY THESE PRESENTS: That St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company and St. Paul Mercury Insurance Company are corporations duly organized under the laws of the State of Minnesota, that Farmington Casualty Company, Travelers Casualty and Surety Company, and Travelers Casualty and Surety Company of America are corporations duly organized under the laws of the State of Connecticut, that United States Fidelity and Guaranty Company is a corporation duly organized under the laws of the State of Maryland, that Fidelity and Guaranty Insurance Company is a corporation duly organized under the laws of the State of Iowa, and that Fidelity and Guaranty Insurance Underwriters, Inc., is a corporation duly organized under the laws of the State of Wisconsin (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint

Robyn Rost, Victoria L. Ernest, and Laura Giampietro

of the City of Madison State of New Jersey, their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 16th day of November 2011

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company



State of Connecticut
City of Hartford ss.

By: [Signature]
George W. Thompson, Senior Vice President

On this the 16th day of November 2011, before me personally appeared George W. Thompson, who acknowledged himself to be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal. My Commission expires the 30th day of June, 2016.



[Signature]
Marie C. Tetreault, Notary Public

TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA
HARTFORD, CONNECTICUT 001B3
FINANCIAL STATEMENT AS OF DECEMBER 31, 2010
CAPITAL STOCKS 8,400,000

ASSETS		LIABILITIES & SURPLUS	
CASH AND INVESTED CASH	\$ 40,788,178	UNEARNED PREMIUMS	\$ 013,054,207
BONDS	3,817,487,280	LOSSES	020,220,402
INVESTMENT INCOME DUE AND ACCRUED	55,508,217	REINSURANCE PAYABLE ON PAID LOSSES / LOSS ADJ. EXPENSES	2,328,742
PREMIUM BALANCES	178,028,702	LOSS ADJUSTMENT EXPENSES	477,408,045
NET DEFERRED TAX ASSET	57,703,370	COMMISSIONS	31,087,020
REINSURANCE RECOVERABLE	20,050,888	TAXES, LICENSES AND FEES	53,070,880
RECEIVABLES FROM PARENT, SUBSIDIARIES AND AFFILIATES	34,025,880	OTHER EXPENSES	34,523,822
SECURITIES LENDING REINVESTED COLLATERAL ASSETS	11,044,000	FUNDS HELD UNDER REINSURANCE TREATIES	08,107,863
UNDISTRIBUTED PAYMENTS	4,807,858	CURRENT FEDERAL AND FOREIGN INCOME TAXES	3,320,537
OTHER ASSETS	513,783	REMITTANCES AND ITEMS NOT ALLOCATED	0,428,732
		AMOUNTS WITHHELD / RETAINED BY COMPANY FOR OTHERS	25,591,385
		RETROACTIVE REINSURANCE RESERVE ASSUMED	3,280,070
		POLICYHOLDER DIVIDENDS	7,470,805
		PROVISION FOR REINSURANCE	5,357,027
		PAYABLE FOR SECURITIES LENDING	11,844,000
		CEDED REINSURANCE NET PREMIUMS PAYABLE	(80,380,527)
		OTHER ACCRUED EXPENSES AND LIABILITIES	1,053,978
		TOTAL LIABILITIES	\$ 2,438,034,011
		CAPITAL STOCK	\$ 8,400,000
		PAID IN SURPLUS	433,803,780
		OTHER SURPLUS	1,301,940,752
		TOTAL SURPLUS TO POLICYHOLDERS	\$ 1,802,224,512
TOTAL ASSETS	\$ 4,238,258,523	TOTAL LIABILITIES & SURPLUS	\$ 4,238,258,523

STATE OF CONNECTICUT),
COUNTY OF HARTFORD)SS.
CITY OF HARTFORD)

MICHAEL J. DOODY, BEING DULY SWORN, SAYS THAT HE IS SECOND VICE PRESIDENT, OF TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA, AND THAT TO THE BEST OF HIS KNOWLEDGE AND BELIEF, THE FOREGOING IS A TRUE AND CORRECT STATEMENT OF THE FINANCIAL CONDITION OF SAID COMPANY AS OF THE 31ST DAY OF DECEMBER, 2010.

Michael J. Doody

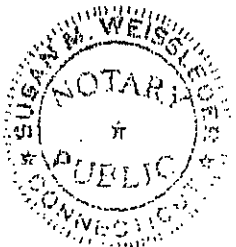
SECOND VICE PRESIDENT

SUBSCRIBED AND SWORN TO BEFORE ME THIS
15TH DAY OF APRIL, 2011

Susan M. Weissleder

NOTARY PUBLIC

SUSAN M. WEISSELER
Notary Public
My Commission Expires November 30, 2012



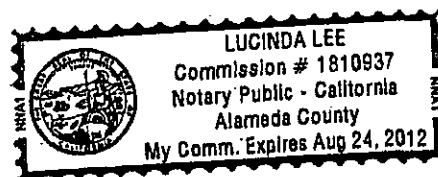
Certificate of Acknowledgement of Notary Public

State of California
County of Alameda

On Jan. 31, 2012, before me, Lucinda Lee, a notary public, personally appeared Janice Jensen, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing is true and correct.

Witness my hand and official seal.



Signature  (Seal)

PX 11 000 80
9507 Edge Ave



License No. _____

RIDER

To be attached to and form part of Bond No. 105694892

Issued on behalf of Habitat for Humanity East Bay as Principal, and in favor of _____ as Obligee.

It is agreed that:

1. The Surety hereby gives its consent to change the Name:

from: _____

to: _____

2. The Surety hereby gives its consent to change the Address:

from: _____

to: _____

3. The Surety hereby gives its consent to change the Bond Penalty:

from: Fifty-Three Thousand Five Hundred and 00/100 Dollars (\$53,500.00)

to: One Hundred Twenty-Four Thousand and 00/100 Dollars (\$124,000.00)

This rider shall become effective as of January 1, 2012

PROVIDED, however, that the liability of the Surety under the attached bond as changed by this rider shall not be cumulative.

Signed, sealed and dated January 30, 2012

Travelers Casualty and Surety Company of America

By: Victoria L. Ernest
Victoria L. Ernest Attorney-in-Fact

Accepted: _____
Obligee

OR Habitat for Humanity East Bay
Principal

By: _____

By: [Signature]



POWER OF ATTORNEY

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company

Attorney-In Fact No. 222967

Certificate No. 004647079

KNOW ALL MEN BY THESE PRESENTS: That St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company and St. Paul Mercury Insurance Company are corporations duly organized under the laws of the State of Minnesota, that Farmington Casualty Company, Travelers Casualty and Surety Company, and Travelers Casualty and Surety Company of America are corporations duly organized under the laws of the State of Connecticut, that United States Fidelity and Guaranty Company is a corporation duly organized under the laws of the State of Maryland, that Fidelity and Guaranty Insurance Company is a corporation duly organized under the laws of the State of Iowa, and that Fidelity and Guaranty Insurance Underwriters, Inc., is a corporation duly organized under the laws of the State of Wisconsin (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint

Robyn Rost, Victoria L. Ernest, and Laura Giampietro

of the City of Madison, State of New Jersey, their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 16th day of November, 2011

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company



State of Connecticut
City of Hartford ss.

By: George W. Thompson, Senior Vice President

On this the 16th day of November, 2011, before me personally appeared George W. Thompson, who acknowledged himself to be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal. My Commission expires the 30th day of June, 2016.



Marie C. Teuchault
Marie C. Teuchault, Notary Public

TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA

HARTFORD, CONNECTICUT 06183

FINANCIAL STATEMENT AS OF DECEMBER 31, 2010

CAPITAL STOCK \$ 6,480,000

ASSETS		LIABILITIES & SURPLUS	
CASH AND INVESTED CASH	\$ 40,788,176	UNEARNED PREMIUMS	\$ 613,004,297
BONDS	3,817,487,280	LOSSES	020,220,402
INVESTMENT INCOME DUE AND ACCRUED	83,305,217	REINSURANCE PAYABLE ON PAID LOSSES / LOSS ADJ. EXPENSES	2,526,742
PREMIUM BALANCES	179,028,702	LOSS ADJUSTMENT EXPENSES	477,405,845
NET DEFERRED TAX ASSET	07,703,378	COMMISSIONS	31,057,820
REINSURANCE RECOVERABLE	28,060,085	TAXES, LICENSES AND FEES	83,078,609
RECEIVABLES FROM PARENT SUBSIDIARIES AND AFFILIATES	34,026,600	OTHER EXPENSES	34,323,622
SECURITIES LENDING REINVESTED COLLATERAL ASSETS	11,844,000	FUNDS HELD UNDER REINSURANCE TREATIES	86,187,083
UNDISTRIBUTED PAYMENTS	4,807,658	CURRENT FEDERAL AND FOREIGN INCOME TAXES	3,320,537
OTHER ASSETS	513,708	REMITTANCES AND ITEMS NOT ALLOCATED	9,428,732
		AMOUNTS WITHHELD / RETAINED BY COMPANY FOR OTHERS	25,501,385
		RETROACTIVE REINSURANCE RESERVE ASSUMED	3,280,070
		POLICYHOLDER DIVIDENDS	7,470,605
		PROVISION FOR REINSURANCE	5,357,027
		PAYABLE FOR SECURITIES LENDING	11,844,000
		CEDED REINSURANCE NET PREMIUMS PAYABLE	(00,368,527)
		OTHER ACCRUED EXPENSES AND LIABILITIES	1,053,075
		TOTAL LIABILITIES	\$ 2,436,034,011
		CAPITAL STOCK	\$ 6,480,000
		PAID IN SURPLUS	433,803,760
		OTHER SURPLUS	1,301,040,752
		TOTAL SURPLUS TO POLICYHOLDERS	\$ 1,802,224,512
TOTAL ASSETS	\$ 4,236,258,523	TOTAL LIABILITIES & SURPLUS	\$ 4,236,268,523

STATE OF CONNECTICUT)
 COUNTY OF HARTFORD) ss.
 CITY OF HARTFORD)

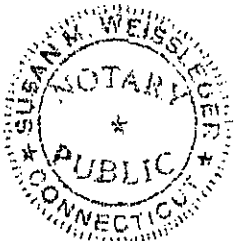
MICHAEL J. DOODY, BEING DULY SWORN, SAYS THAT HE IS SECOND VICE PRESIDENT, OF TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA, AND THAT TO THE BEST OF HIS KNOWLEDGE AND BELIEF, THE FOREGOING IS A TRUE AND CORRECT STATEMENT OF THE FINANCIAL CONDITION OF SAID COMPANY AS OF THE 31ST DAY OF DECEMBER, 2010.

Michael J. Doody
 SECOND VICE PRESIDENT

SUBSCRIBED AND SWORN TO BEFORE ME THIS
 15TH DAY OF APRIL, 2011

Susan M. Weissleder
 NOTARY PUBLIC

SUSAN M. WEISSELEDER
 Notary Public
 My Commission Expires November 30, 2012



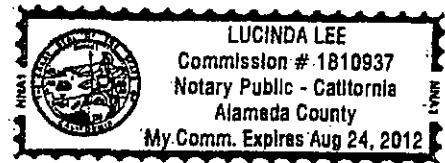
Certificate of Acknowledgement of Notary Public

State of California
County of Alameda

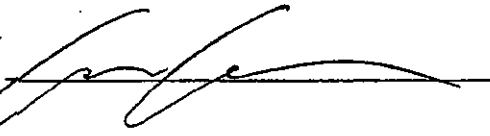
On Jan. 31, 2012 before me, Lucinda Lee, a notary public, personally appeared Jamie Jensen, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing is true and correct.

Witness my hand and official seal.



Signature

 (Seal)