

Introduced by **FILED**  
OFFICE OF THE CITY CLERK  
OAKLAND

Approved for Form and Legality

*K. Sam*

Councilmember

2012 JUN -6 PM 4: 19

City Attorney

**OAKLAND CITY COUNCIL**

**Resolution No. 83902 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 infrastructure improvements, as set forth in the Subdivision Improvement Agreement; and be it

**FURTHER RESOLVED:** That Habitat For Humanity Of The East Bay shall be responsible in perpetuity for the installation, maintenance, repair, and removal of all infrastructure 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 infrastructure 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, JUN 19 2012, 2012

PASSED BY THE FOLLOWING VOTE:

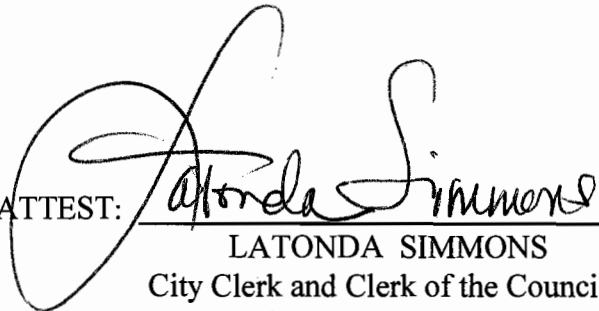
AYES - BROOKS, BRUNNER, DE LA FUENTE, KAPLAN, KERNIGHAN, NADEL,  
SCHAAF, AND PRESIDENT REID - 8

NOES - 0

ABSENT - 0

ABSTENTION - 0

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 SURVEYORS 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 OR WILL BE SET IN THOSE POSITIONS BEFORE DECEMBER 31, 2014, AND THAT THE MONUMENTS ARE OR WILL BE SUFFICIENT TO ENABLE THE SURVEY TO BE REBROUGHT, 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 M. DERAMMA, 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 APPROVED 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.

DATE: \_\_\_\_\_  
RAYMOND M. DERAMMA, R.C.E. NO. 27815  
REGISTRATION EXPIRES: MARCH 31, 2014  
CITY ENGINEER  
CITY OF OAKLAND, COUNTY OF ALAMEDA  
STATE OF CALIFORNIA

**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 B08B, BROOKFIELD COURT, CITY OF OAKLAND, ALAMEDA COUNTY, CALIFORNIA."

DATE: 4-20-12  
*Scott Miller, Jr.*  
SCOTT MILLER, JR.  
ASSISTANT CITY ADMINISTRATOR  
COMMUNITY AND ECONOMIC DEVELOPMENT AGENCY

**TRACT NO. 8056  
BROOKFIELD COURT**

BEING A SUBDIVISION OF THAT CERTAIN PARCEL OF LAND DESCRIBED IN DOCUMENT NO. 2012-01-0800 OF OFFICIAL RECORDS CITY OF OAKLAND, ALAMEDA COUNTY, CALIFORNIA.  
**CARLSON, BARBEE & GIBSON, INC.**  
ENGINEERS SURVEYORS PLANNERS  
SAN RAMON, CALIFORNIA  
APRIL 2012

**CITY CLERK'S STATEMENT**

I, THE UNDERSIGNED, LATONIA 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 B08B, 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, IN FEE, ON BEHALF OF THE PUBLIC USE THE AREAS DESIGNATED AS EDES AVENUE DEDICATION, AND THE EASEMENTS DESIGNATED AS PINE (PUBLIC UTILITY EASEMENT), EWME (EMERGENCY ACCESS EASEMENT) AND EME (EMERGENCY ACCESS EASEMENT).

I HEREBY STATE THAT ALL AGREEMENTS AND SURETY AS REQUIRED BY LAW TO ASSURE THE COMPLETION OF SAID IMPROVEMENTS HAVE BEEN APPROVED BY THE CITY OF OAKLAND AND ARE FILED IN MY OFFICE.

IN WITNESS, I HAVE HERETO SET MY HAND THIS \_\_\_\_\_ OF \_\_\_\_\_, 20\_\_\_\_.

LATONIA SIMMONS, CITY CLERK AND CLERK OF THE CITY OF OAKLAND, COUNTY OF ALAMEDA, STATE OF CALIFORNIA  
DATE: \_\_\_\_\_

**GEOTECHNICAL SOILS REPORT**

A SOILS REPORT PREPARED BY ROORODGE GEOTECHNICAL, SIGNED BY LOGAN D. HARRIS, P.E. AND CHRIS S. SHELDS, P.E. GE TITLED "BROOKFIELD COURT DEVELOPMENT, 8007 EDES AVENUE, OAKLAND, CALIFORNIA", PROJECT NO. 09-187, DATED FEBRUARY 1, 2011.

**OWNER/SUBDIVIDER**

HABITAT FOR HUMANITY EAST BAY  
2415 BROADWAY  
OAKLAND, CA 94612

**CLERK OF THE BOARD OF SUPERVISOR'S STATEMENT**

I, CRISTAL K. HERSIDA GRAFT, CLERK OF THE BOARD OF SUPERVISORS OF THE COUNTY OF ALAMEDA, STATE OF CALIFORNIA, HEREBY STATE, AS CHECKED BELOW THAT:

- AN APPROVED MAP HAS BEEN FILED WITH THE SUPERVISORS OF THE SAID COUNTY AND STATE IN THE MANNER AND MANNER AND MANNER CONDITIONED FOR THE PAYMENT OF ALL THE TAXES AND SPECIAL ASSESSMENTS COLLECTED AS TAXES WHICH ARE NOW A DUE AGAINST SAID LAND OR ANY PART THEREOF BUT NOT YET PAIDABLE, AND WAS ONLY 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 HERETO SET MY HAND THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, A.D.

CRISTAL K. HERSIDA 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 DATE. 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 COMPLETELY ACCURATE AND CURRENT, INCLUDING ALLEGED OR ACTUAL DISCREPANCIES, MISADJUSTMENTS, DEFICIENCIES, AND ERRORS.
- 2) THIS MAP IS NOT A GUARANTEE, WITHIN THE PROFESSIONAL AREA, A PROFESSIONAL ENGINEER - LICENSED UNDER THE PROFESSIONAL ENGINEERING ACT, OR THE PUBLIC RESOURCES CODE. THESE HAZARDS MAY LIMIT YOUR ABILITY TO DEVELOP THE REAL PROPERTY, TO OBTAIN INSURANCE, OR TO RECEIVE ADEQUATE PROTECTION FROM A DISASTER. THE MAPS ON WHICH THESE DISCLOSURES ARE BASED ESTIMATE THE LOCATION AND EXTENT OF HAZARDS EXIST. THEY ARE NOT DEFINITIVE INDICATORS OF WHETHER OR NOT A PROPERTY WILL BE AFFECTED BY A NATURAL DISASTER. TRANSPORTATION AND TRANSPORTATION(S) MAY WISH TO OBTAIN PROFESSIONAL ADVICE REGARDING HAZARDS AND OTHER HAZARDS THAT MAY AFFECT THE PROPERTY.

**TRACT NO. 8056  
BROOKFIELD COURT**

BEING A SUBDIVISION OF THAT CERTAIN PARCEL OF LAND DESCRIBED IN DOCUMENT NO. 2012-014600 OF OFFICIAL RECORDS, ALAMEDA COUNTY, CALIFORNIA.

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

**OWNER'S STATEMENT**

THE UNDERSIGNED, HEREBY STATES THAT IT IS THE OWNER OF ALL THE LANDS DELINEATED AND EMBARRASSED WITHIN THE EXTERIOR BOUNDARY LINES UPON THE HEREBY EMBARRASSED 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 GRANT DEED RECORDED JANUARY 17, 2012 UNDER SERIES NO. 2012-014600 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 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 INGRESS 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, AND APPURTENANCES, UTILITIES AND APURTENANCES, EXCEPT APPLICABLE UTILITY STRUCTURES AND APPURTENANCES, AND UTILITIES AND APURTENANCES, THE GRANTEE AND THE GRANTEE'S HEIRS, SUCCESSORS, OR ASSIGNS SHALL NOT PLACE OR PERMIT TO BE PLACED ON SAID EASEMENTS, OR ON STRUCTURES EXCEPT LAWFUL FENCES AND LAWFUL ALIENANCES, 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: "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, AND APPURTENANCES, UTILITIES AND APURTENANCES, EXCEPT LAWFUL FENCES, 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 EMBARRASSED WITHIN THE BOUNDARY LINES OF THE HEREBY EMBARRASSED MAP, TOGETHER WITH THE RIGHT TO ENTER UPON SAID STRIPS OF THE PURPOSES OF PRIVATE ACCESS, CONSTRUCTING, RECONSTRUCTING, MAINTAINING OR REPAIRING SAID SIDEWALKS AND APPURTENANCES THEREON. OWNER FURTHER RESERVES THE RIGHT TO GRANT EASEMENTS OVER SUCH PAE.

**OWNER'S ACKNOWLEDGEMENT**

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

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/IT/HEY EXECUTED THE SAME IN HIS/HER/THEIR AUTHORIZED CAPACITIES, 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): Linda Lee  
PRINCIPAL COUNTY OF BUSINESS: ALAMEDA

MY COMMISSION NO.: August 24, 2012 - 181037  
MY COMMISSION EXPIRES: Aug 24, 2017

**COUNTY RECORDER'S STATEMENT**

FILED THIS 24 DAY OF AUGUST OF 2012 AT OAKLAND, IN BOOK 181037 PAGES 1-3 INCLUSIVE, RECORDER'S SERIES NO. 181037 AT THE REQUEST OF OD 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

# EXHIBIT A

## TRACT NO. 8056 BROOKFIELD COURT

BEING A SUBDIVISION OF THAT CERTAIN PARCEL OF LAND DESCRIBED IN DOCUMENT NO. 2012-01488 OF OFFICIAL RECORDS CITY OF OAKLAND, ALAMEDA COUNTY, CALIFORNIA, CARLSON, BARBEE & GIBSON, INC. ENGINEERS SURVEYORS PLANNERS SAN RAMON, CALIFORNIA

APRIL 2012



### BASIS OF BEARINGS

THE BASIS OF BEARINGS FOR THIS SURVEY IS DETERMINED BY FOUND MONUMENTS IN THE CENTERLINE OF EDDES AVENUE, THE BEARINGS BEING N17°30'00"W PER 29 M 63.

### LEGEND

- SUBDIVISION BOUNDARY
- RIGHT OF WAY LINE
- EASEMENT LINE
- MONUMENT LINE
- CENTERLINE
- RADIAL
- MONUMENT TO MONUMENT
- INDICATES REFERENCE NUMBER
- SET STANDARD STREET MONUMENT STAMPED LS 7176
- SET STANDARD STREET MONUMENT
- PER 29 M 63
- PUBLIC UTILITY EASEMENT
- PRIVATE UTILITY EASEMENT
- EAST BAY MUNICIPAL UTILITY DISTRICT EASEMENT
- EMERGENCY VEHICLE ACCESS EASEMENT
- EMERGENCY VEHICLE ACCESS EASEMENT

### REFERENCES

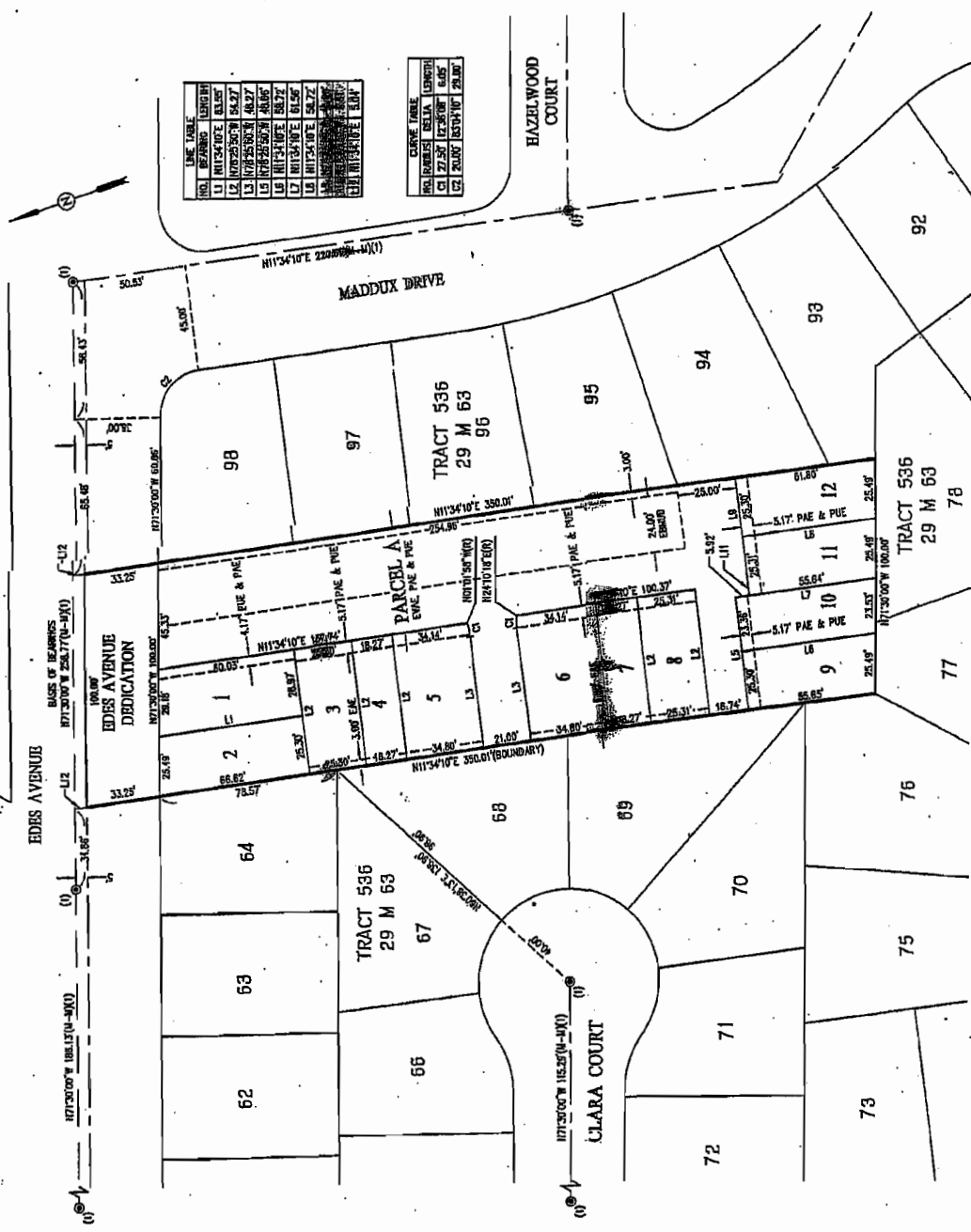
- (1) TRACT NO. 536 (29 M 63)

### OWNER/SUBDIVIDER

HARBAT FOR HARMONY EAST BAY  
2818 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 LABEL	BEARING	LENGTH
L1	N17°34'10"E	222.85
L2	N17°34'10"E	48.27
L3	N17°34'10"E	48.27
L4	N17°34'10"E	48.27
L5	N17°34'10"E	48.27
L6	N17°34'10"E	48.27
L7	N17°34'10"E	48.27
L8	N17°34'10"E	48.27
L9	N17°34'10"E	48.27
L10	N17°34'10"E	48.27

CURVE LABEL	BELLA	LENGTH
C1	27.57	127.35
C2	20.07	125.74







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

**9. Inspection of Construction**

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

**10. Payment of Fees and Penalties and Accrued Interest**

Prior to issuance of the Certificate of Completion and prior to acceptance by the CITY of the on-site and off-site required public infrastructure improvements for permanent maintenance, 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 Oakland 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 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: \_\_\_\_\_

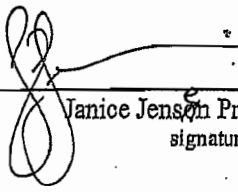
**19. Effective Date**

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.

**\* 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

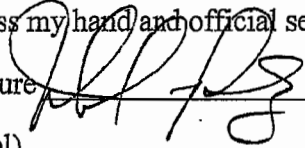
County of Alameda

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.

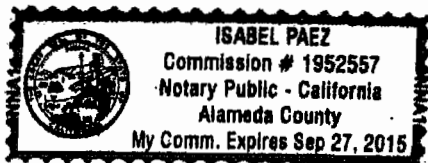
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing is true and correct.

Witness my hand and official seal.

Signature



.x (Seal)



PTS101

UPDATE/QUERY BOND INFORMATION

2/07/12 10:08:18

Next Option: 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 0319  
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 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	\$ 613,054,297
BONDS	3,817,487,280	LOSSES	920,220,402
INVESTMENT INCOME DUE AND ACCRUED	53,809,217	REINSURANCE PAYABLE ON PAID LOSSES / LOSS ADJ. EXPENSES	2,526,742
PREMIUM BALANCES	179,028,702	LOSS ADJUSTMENT EXPENSES	477,495,945
NET DEFERRED TAX ASSET	67,793,379	COMMISSIONS	31,067,828
REINSURANCE RECOVERABLE	28,980,685	TAXES, LICENSES AND FEES	53,079,669
RECEIVABLES FROM PARENT, SUBSIDIARIES AND AFFILIATES	34,025,660	OTHER EXPENSES	34,523,822
SECURITIES LENDING REINVESTED COLLATERAL ASSETS	11,844,000	FUNDS HELD UNDER REINSURANCE TREATIES	96,187,863
UNDISTRIBUTED PAYMENTS	4,507,856	CURRENT FEDERAL AND FOREIGN INCOME TAXES	3,320,537
OTHER ASSETS	513,768	REMITTANCES AND ITEMS NOT ALLOCATED	9,428,732
		AMOUNTS WITHHELD / RETAINED BY COMPANY FOR OTHERS	25,591,395
		RETROACTIVE REINSURANCE RESERVE ASSUMED	3,289,979
		POLICYHOLDER DIVIDENDS	7,479,605
		PROVISION FOR REINSURANCE	5,557,027
		PAYABLE FOR SECURITIES LENDING	11,844,000
		CEDED REINSURANCE NET PREMIUMS PAYABLE	(80,388,527)
		OTHER ACCRUED EXPENSES AND LIABILITIES	1,053,975
		<b>TOTAL LIABILITIES</b>	<b>\$ 2,436,034,011</b>
		CAPITAL STOCK	\$ 6,480,000
		PAID IN SURPLUS	433,803,760
		OTHER SURPLUS	1,361,940,752
		<b>TOTAL SURPLUS TO POLICYHOLDERS</b>	<b>\$ 1,802,224,512</b>
<b>TOTAL ASSETS</b>	<b>\$ 4,238,258,523</b>	<b>TOTAL LIABILITIES &amp; SURPLUS</b>	<b>\$ 4,238,258,523</b>

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



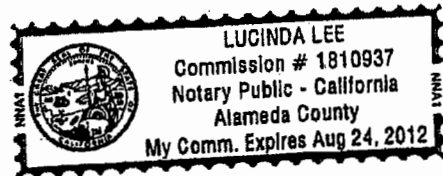
**Certificate of Acknowledgement of Notary Public**

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)

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



RX 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: [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 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	\$ 813,054,297
BONDS	3,817,487,280	LOSSES	820,220,402
INVESTMENT INCOME DUE AND ACCRUED	63,809,217	REINSURANCE PAYABLE ON PAID LOSSES / LOSS ADJ. EXPENSES	2,526,742
PREMIUM BALANCES	179,028,702	LOSS ADJUSTMENT EXPENSES	477,485,945
NET DEFERRED TAX ASSET	67,793,379	COMMISSIONS	31,967,828
REINSURANCE RECOVERABLE	28,980,685	TAXES, LICENSES AND FEES	53,079,689
RECEIVABLES FROM PARENT, SUBSIDIARIES AND AFFILIATES	34,025,680	OTHER EXPENSES	34,523,822
SECURITIES LENDING REINVESTED COLLATERAL ASSETS	11,844,000	FUNDS HELD UNDER REINSURANCE TREATIES	96,187,983
UNDISTRIBUTED PAYMENTS	4,607,666	CURRENT FEDERAL AND FOREIGN INCOME TAXES	3,320,537
OTHER ASSETS	513,768	REMITTANCES AND ITEMS NOT ALLOCATED	9,428,732
		AMOUNTS WITHHELD / RETAINED BY COMPANY FOR OTHERS	25,591,395
		RETROACTIVE REINSURANCE RESERVE ASSUMED	3,289,979
		POLICYHOLDER DIVIDENDS	7,476,605
		PROVISION FOR REINSURANCE	5,357,027
		PAYABLE FOR SECURITIES LENDING	11,844,000
		CEDED REINSURANCE NET PREMIUMS PAYABLE	(60,388,527)
		OTHER ACCRUED EXPENSES AND LIABILITIES	1,063,976
		<b>TOTAL LIABILITIES</b>	<b>\$ 2,438,034,011</b>
		CAPITAL STOCK	\$ 6,480,000
		PAID IN SURPLUS	433,803,760
		OTHER SURPLUS	1,361,940,752
		<b>TOTAL SURPLUS TO POLICYHOLDERS</b>	<b>\$ 1,802,224,512</b>
<b>TOTAL ASSETS</b>	<b>\$ 4,238,268,523</b>	<b>TOTAL LIABILITIES &amp; SURPLUS</b>	<b>\$ 4,238,268,523</b>

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

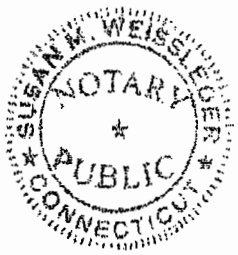
MICHAEL J. DOODY, BEING DULY SWORN, SAYS THAT HE IS SECOND VICE PRESIDENT, OF TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA, AND THAT TO THE BEST OF HIS KNOWLEDGE AND BELIEF, THE FOREGOING IS A TRUE AND CORRECT STATEMENT OF THE FINANCIAL CONDITION OF SAID COMPANY AS OF THE 31ST DAY OF DECEMBER, 2010.

*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)

