

OFFICE OF THE CITY CLERK  
CITY OF OAKLAND

Introduced by

Approved for Form and Legality

2009 DEC -7 PM 5:08

F. Faiz

Councilmember

City Attorney

**OAKLAND CITY COUNCIL**

**Resolution No. 80318 C.M.S.**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

IN COUNCIL, OAKLAND, CALIFORNIA, DEC 19 2006, 2006

PASSED BY THE FOLLOWING VOTE:

AYES - BROOKS, BRUNNER, CHANG, KERNIGHAN, NADEL, QUAN, REID, and  
PRESIDENT DE LA FUENTE - 8

NOES - 0

ABSENT - 0

ABSTENTION - 0

ATTEST:

  
LATONDA SIMMONS

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



# FINAL TRACT MAP 7687

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

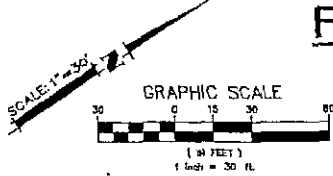
BEING A PORTION OF MAP NO. 2 OF THE GARDEN TRACT HOMESTEAD, OAKLAND POINT FILED JULY 30, 1887 IN BOOK 2 OF MAPS, PAGE 70, IN THE OFFICE OF THE COUNTY RECORDER OF ALAMEDA COUNTY.

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

SCALE: 1"=30'

DATE: DECEMBER 2006

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



CURVE	RADIUS	DELTA	LENGTH
1	33.00'	87.241°	34.47'
2	33.00'	82.203°	38.82'
3	33.00'	1817.42'	11.18'
4	33.00'	2310.08'	14.18'
5	33.00'	2218.07'	14.18'
6	33.00'	2028.24'	15.80'

### LEGEND

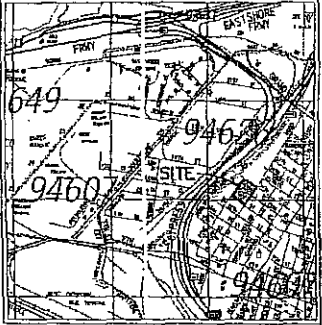
- SUBDIVISION BOUNDARY
- - - RIGHT OF WAY
- - - CENTERLINE
- - - EASEMENT LINE
- - - BOUNDARY TIE
- - - LOT LINE
- - - MONUMENT LINE
- FOUND BRASS DISC IN CITY MONUMENT WELL (AS NOTED)
- SET STANDARD CITY MONUMENT: A 2 1/2" BRASS DISC STAMPED "RCE 31824" SET IN CONCRETE, IN WELL WITH ROBIN FRAME AND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

### NOTES

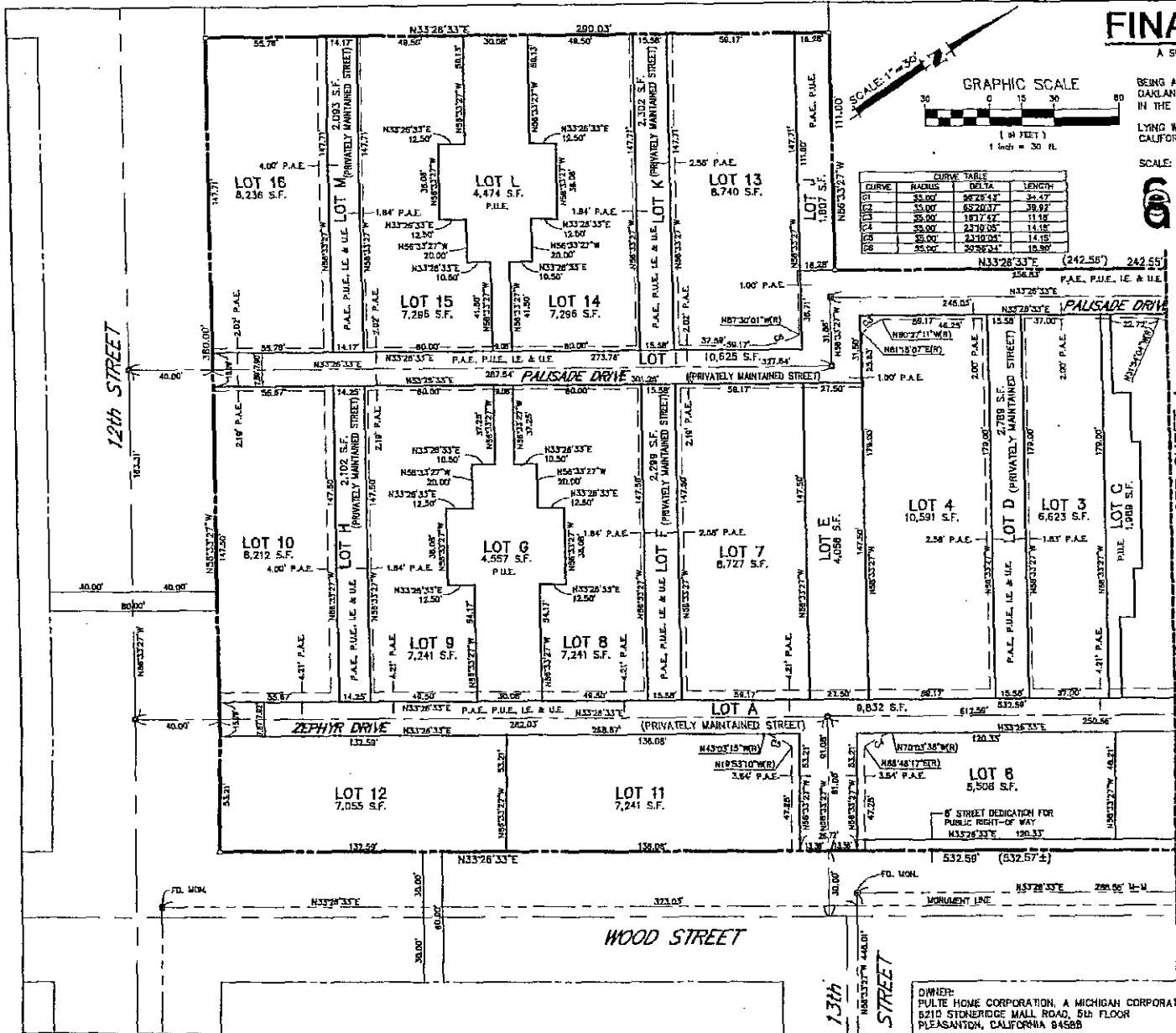
- ALL DIMENSIONS SHOWN HEREON ARE IN FEET AND DECIMALS THEREOF.
- THE AREA WITHIN THE DISTINCTIVE BORDER - 4.03 ACRES.
- ALL DISTANCES SHOWN ARE BASED UPON FIELD MEASUREMENTS OR ARE CALCULATED UNLESS OTHERWISE IDENTIFIED BY RECORD REFERENCE.

### BASIS OF BEARINGS

THE BEARINGS NORTH 32°21'31" EAST ALONG WOOD STREET BETWEEN FOUND MONUMENTS AT THE INTERSECTION OF 13th STREET AND 14th STREET AS SHOWN ON PARCEL MAP 8970, FILED IN BOOK 206 OF PARCEL MAPS, PAGES 58 AND 59, ALAMEDA COUNTY RECORDS, WAS USED AS THE BASIS OF BEARINGS FOR THIS MAP.



LOCATION MAP NOT TO SCALE  
SHEET 3 OF 4



OWNER:  
PULTE HOME CORPORATION, A MICHIGAN CORPORATION  
6210 STONERIDGE MALL ROAD, 5th FLOOR  
PLEASANTON, CALIFORNIA 94566

SEE SHEET 4



# FINAL TRACT MAP 7687

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

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

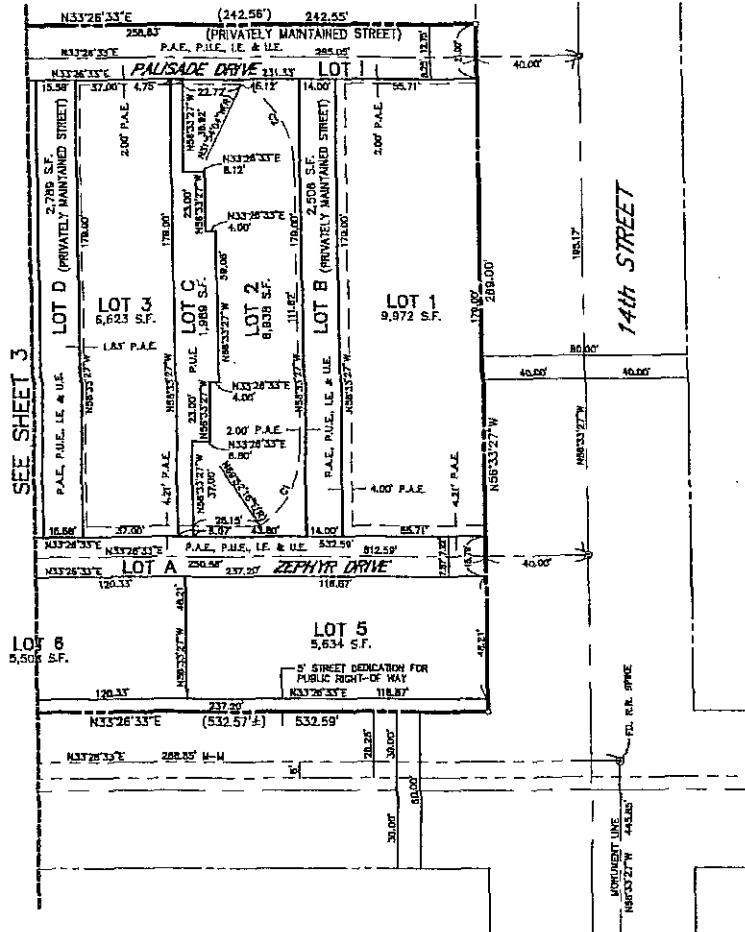
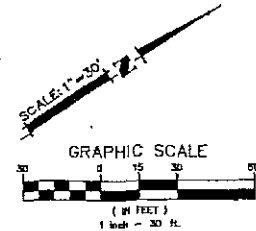
LYING WITHIN THE CITY OF OAKLAND, COUNTY OF ALAMEDA, STATE OF CALIFORNIA

SCALE: 1"=30'

DATE: DECEMBER 2008



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



SEE SHEET 3

### LEGEND

- SUBDIVISION BOUNDARY
- PORT OF WAY
- CENTERLINE
- EASEMENT LINE
- BOUNDARY RE
- LOT LINE
- MONUMENT LINE
- FOUND BRASS DISC IN CITY MONUMENT WELL (AS NOTED)
- SET STANDARD CITY MONUMENT: A 2 1/2" BRASS DISC STAMPED "SET 3/24" SET IN CONCRETE, IN WELL WITH ROUGH FRAME AND COVER
- SET 3/4" IRON PIPE TAPPED RCE 31854
- M-M MONUMENT TO MONUMENT
- LE & U.E. EGRESS, EGRESS AND UTILITY EASEMENT
- P.U.E. PUBLIC UTILITY EASEMENT
- P.A.E. PUBLIC ACCESS EASEMENT
- ( ) DEREGATES RECORD DISTANCE

### NOTES

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

### BASIS OF BEARINGS

THE BEARING NORTH 32°23'31" EAST ALONG WOOD STREET BETWEEN FOUND MONUMENTS AT THE INTERSECTION OF 13th STREET AND 14th STREET AS SHOWN ON PARCEL MAP 8070, FILED IN BOOK 288 OF PARCEL MAPS, PAGES 28 AND 29, ALAMEDA COUNTY RECORDS, WAS USED AS THE BASIS OF BEARINGS FOR THIS MAP.

CURVE	RADIUS	DELTA	LENGTH
01	35.00'	86°25'43"	34.47'
02	38.00'	85°26'37"	38.87'
03	35.00'	187°17'42"	21.18'
04	35.00'	231°05'00"	14.18'
05	35.00'	231°05'00"	14.18'
06	35.00'	80°28'24"	18.80'



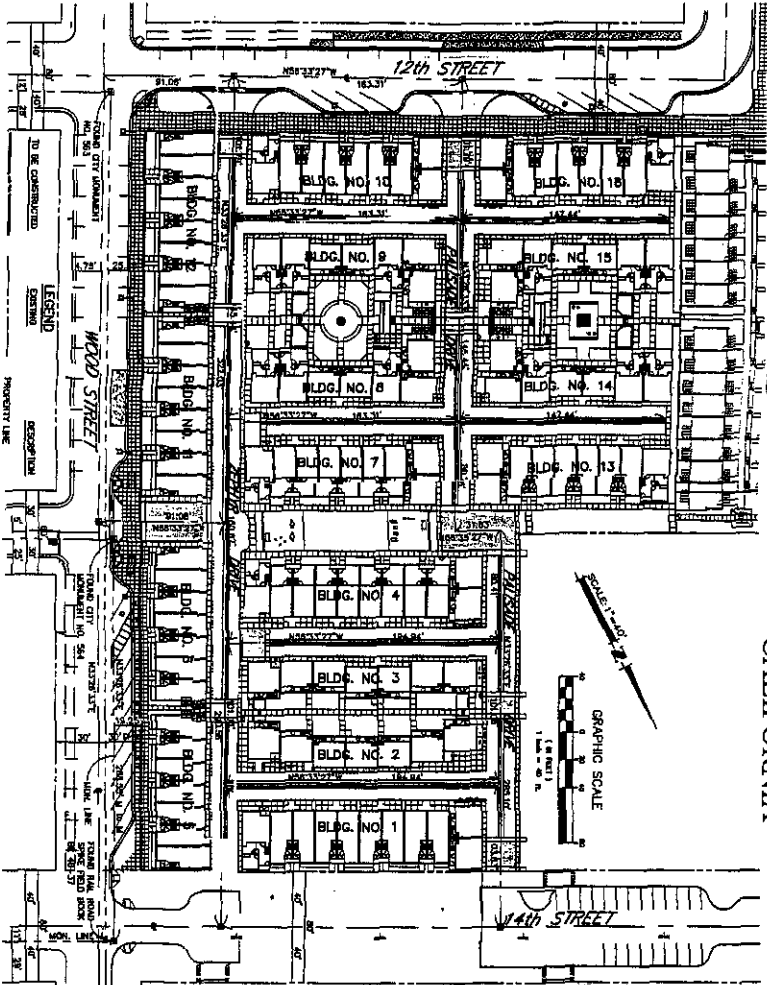
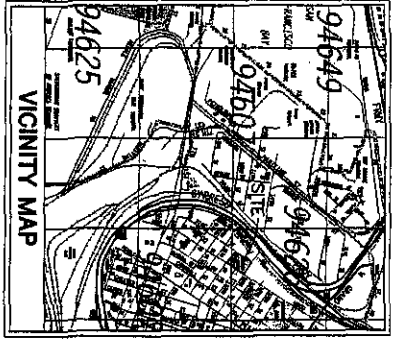
OWNER:  
PLATE HOME CORPORATION, A MICHIGAN CORPORATION  
6210 STONERIDGE MALL ROAD, 5th FLOOR  
PLEASANTON, CALIFORNIA 94588

LOCATION MAP  
NOT TO SCALE  
SHEET 4 OF 4

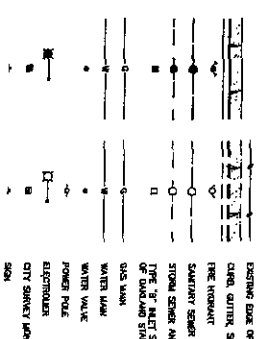


# ZEPHYR GATE

OAKLAND CALIFORNIA



- GENERAL NOTES**
1. ALL WORK SHALL BE PERFORMED IN ACCORDANCE WITH THE FOLLOWING:
    - A. APPLICABLE EDITIONS OF THE CITY OF OAKLAND STANDARD DETAILS FOR PUBLIC WORKS AND UTILITIES (GREEN BOOK)
    - B. THE PROJECT PLANS AND SPECIFICATIONS HERETO.
  2. SITUATIONS OF THE UNITED STATES DEPARTMENT OF LABOR, DEPARTMENT OF HEALTH AND HUMAN SERVICES, OFFICE OF STRUCTION, AND CALIFORNIA PROFESSIONAL ENGINEERS, LICENSE ASSOCIATES DATED SEPTEMBER 28, 1994, ARE INCORPORATED BY REFERENCE.
  3. THE LATEST EDITIONS OF THE CITY OF OAKLAND STANDARD DETAILS FOR PUBLIC WORKS AND UTILITIES (GREEN BOOK) SHALL APPLY TO ALL WORK UNLESS OTHERWISE SPECIFIED.
  4. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE CITY ENGINEER AND THE CITY PLANNING DEPARTMENT.
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**LEGEND**

EXISTING BASE OF PAVEMENT  
CURB, GUTTER, SIDEWALK & DRIVEWAY  
FIRE HYDRANT  
SANITARY SEWER AND UTILITY  
STORM SEWER AND MANHOLE  
FIRE HYDRANT  
WATER MAIN  
WATER VALVE  
POWER POLE  
ELECTRICAL CONDUIT  
HAND-CUP BASE  
SIDEWALK

**BASES OF BEARINGS**

THE BEARING NORTH 32°30'15" EAST ALONG WOOD STREET  
SHOULD BE USED FOR ALL BEARINGS UNLESS OTHERWISE  
SPECIFIED. THE BEARING NORTH 32°30'15" EAST ALONG  
WOOD STREET SHOULD BE USED FOR ALL BEARINGS UNLESS  
OTHERWISE SPECIFIED.

**TRAFFIC CONTROL NOTES:**

A TRAFFIC CONTROL PLAN SHALL BE PREPARED TO THE  
SATISFACTION OF THE CITY ENGINEER AND CITY PLANNING  
DEPARTMENT.

**SHEET INDEX**

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

**PREPARED FOR:** Duff Development, Inc.

**DATE:** 11/16/06

**PROJECT:** ZEPHYR GATE

**SCALE:** AS SHOWN

**EARTHWORK QUANTITIES (C.Y.):** IMPORT 0, EXPORT 0

- ADDITIONAL GENERAL NOTES**
13. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE CITY ENGINEER AND THE CITY PLANNING DEPARTMENT.
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SATISFACTION OF THE CITY ENGINEER AND CITY PLANNING  
DEPARTMENT.

**PREPARED FOR:** Duff Development, Inc.

**DATE:** 11/16/06

**PROJECT:** ZEPHYR GATE

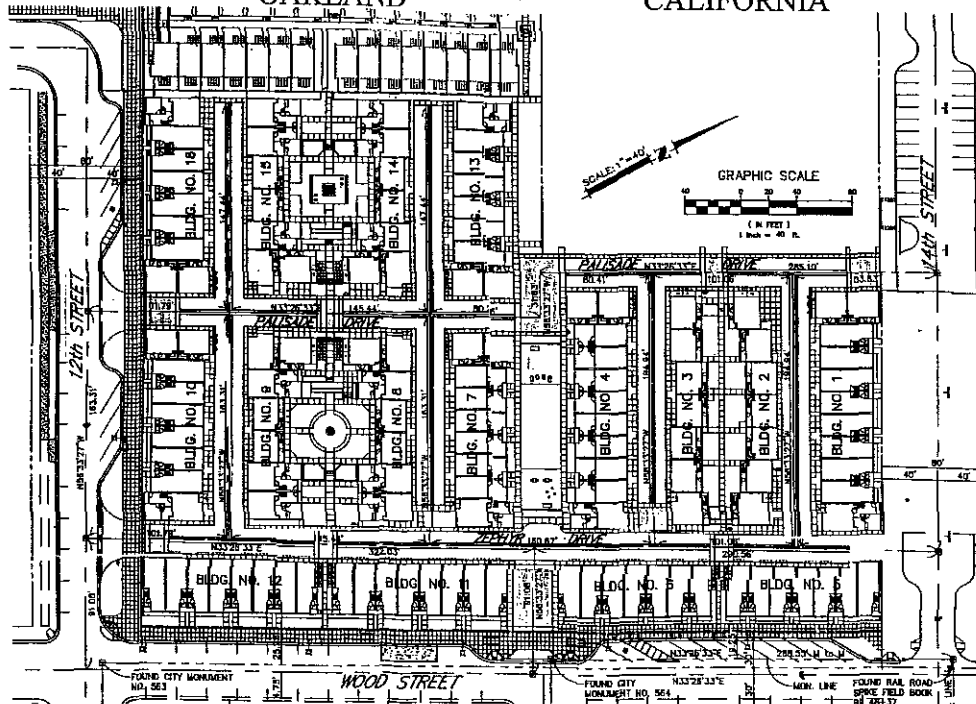
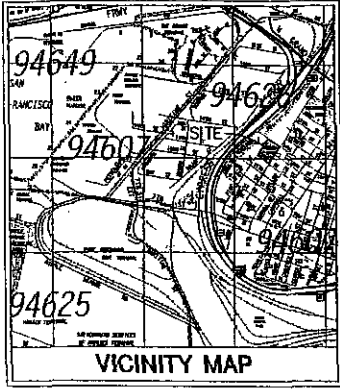
**SCALE:** AS SHOWN

**EARTHWORK QUANTITIES (C.Y.):** IMPORT 0, EXPORT 0

# ZEPHYR GATE

OAKLAND

CALIFORNIA



- GENERAL NOTES**
- ALL WORK SHALL BE PERFORMED IN ACCORDANCE WITH THE FOLLOWING:
    - APPLICABLE SECTIONS OF THE CITY OF OAKLAND STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION CODE EDITION AND STANDARD SPECIFICATIONS FOR PUBLIC WORKS 2003 EDITION, (GREEN BOOK)
    - THE PROJECT PLANS AND SPECIFICATIONS HEREIN;
    - STANDARDS OF THE UNITED STATES DEPARTMENT OF LABOR, OCCUPATIONAL SAFETY AND HEALTH ADMINISTRATION, OFFICE OF STANDARDS AND RULES OF THE STATE DIVISION OF INDUSTRIAL SAFETY;
    - GEOTECHNICAL INVESTIGATION REPORTS, LOWMYER ASSOCIATES DATED SEPTEMBER 20, 2004, NO. 1424-09
  - WHERE CONFLICTS EXIST BETWEEN ANY OF THE ABOVE LISTED SPECIFICATIONS, THE MOST STRINGENT LISTED SPECIFICATIONS SHALL PREVAIL.
  - CONTRACTOR SHALL SUPPLY ALL EQUIPMENT, LABOR, AND MATERIALS NECESSARY TO PERFORM THE WORK SHOWN ON THE PROJECT PLANS AND SPECIFICATIONS.
  - IT SHALL BE THE RESPONSIBILITY OF THE VARIOUS CONTRACTORS TO COORDINATE THEIR WORK SO AS TO ELIMINATE CONFLICTS, AND WORK TOWARD THE GENERAL GOOD AND COMPLETION OF THE ENTIRE PROJECT WITHIN THE SPECIFIED PERIOD.
  - ALL WORKMANSHIP AND MATERIALS FURNISHED BY THE CONTRACTOR SHALL BE OF THE KIND AND QUALITY DESCRIBED IN THE SPECIFICATIONS AND SHALL BE FIRST CLASS THROUGHOUT. NEITHER FINAL ACCEPTANCE NOR FINAL PAYMENT OF OWNER SHALL RELIEVE CONTRACTOR OF RESPONSIBILITY FOR FAULTY MATERIALS OR WORKMANSHIP.
  - IN THE EVENT OF ANY CONFLICT OF INFORMATION SHOWN OR AMBIGUITIES IN THE PLANS AND SPECIFICATIONS, OR ANY CONFLICT BETWEEN THE PLANS AND THE NOTES, THE CONTRACTOR SHALL NOTIFY THE OWNER IN WRITING, UPON WHICH THE OWNER SHALL RESOLVE THE CONFLICT OR AMBIGUITY BY THE ISSUANCE OF A WRITTEN CHANGE ORDER OR REVISION PLANS. SPECIFICATIONS OR BOTH. THE CONTRACTOR SHALL BEAR FULL COST AND RESPONSIBILITY FOR WORK AFFECTED BY SUCH UNRESOLVED CONFLICTS OR AMBIGUITIES AND PROCEED BY THE CONTRACTOR PRIOR TO THE RESOLUTION BY THE OWNER.
  - CONTRACTOR SHALL EXERCISE ALL NECESSARY CAUTION TO AVOID DAMAGE TO ANY LANDSCAPING AND SURFACE IMPROVEMENTS WHICH ARE TO REMAIN IN PLACE, AND SHALL BEAR FULL RESPONSIBILITY FOR ANY DAMAGE HEREIN.
  - EXISTING UNDERGROUND LINES, APPURTENANCES AND FACILITIES WHICH ARE SHOWN TO THE ENGINEER ARE SHOWN FOR INFORMATION ONLY. CONTRACTOR SHALL EXERCISE ALL NECESSARY CAUTION TO AVOID DAMAGE TO ANY EXISTING FACILITIES WHICH ARE TO REMAIN IN PLACE, WHETHER OR NOT SUCH FACILITIES ARE SHOWN ON THE PLANS, AND SHALL BEAR FULL RESPONSIBILITY FOR ANY DAMAGE HEREIN. NO WARRANTY IS GIVEN AS TO THE COMPLETENESS AND ACCURACY OF SUCH FACILITIES INFORMATION.
  - CONSTRUCTION STAGING SHALL BE PROVIDED BY THE OWNER.
  - SEE LANDSCAPE PLANS FOR AREA DRAIN LOCATIONS NOT SHOWN ON THESE PLANS.
  - IF IMPORTED FILL IS OBTAINED FROM OTHER THAN LICENSED QUARRY OR PREVIOUSLY APPROVED PROJECTS, ENVIRONMENTAL CLEARANCE MAY BE REQUIRED. NOTIFY CITY OF OAKLAND, DEPARTMENT OF PUBLIC WORKS AT 510-856-1330 PRIOR TO START OF IMPORT OPERATIONS. PLANNING AND NOTICING FOR HAULING OPERATIONS SHALL COMPLY WITH VPM 8301 CONDITIONS OF APPROVAL, AND THE E.I.R. MITIGATION MONITORING PROGRAM.
  - PROVIDE 5 FOOT CLEARANCE ON SIDEWALKS FROM ALL OBSTACLES AND THE RIGHT-OF-WAY FOR WHEELCHAIR ACCESS.
  - GROUND WATER CONTAMINATION HAS BEEN ENGINEERED ON THE SITE. IF GROUND WATER IS ENCOUNTERED ALL SAFETY PRECAUTIONS SHALL BE EXERCISED.

**LEGEND**

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

**BASIS OF BEARINGS**  
 THE BEARING NORTH 33°29'33" EAST ALONG WOOD STREET BETWEEN FOUND MONUMENTS AT THE INTERSECTION OF 12th STREET AND 14th STREET AS SHOWN ON PARCEL MAP BEING FILED IN BOOK 288 OF PARCEL MAPS, PAGES 59 AND 60, ALABAMA COUNTY RECORDS, WAS USED AS THE BASIS OF BEARINGS FOR THIS MAP.

**BENCHMARK**  
 THE MONUMENT AT 12th STREET AND WOOD STREET AS SHOWN UPON THE CITY OF OAKLAND, B.M. NO. 563, ELEVATION 8.33, CITY OF OAKLAND DATUM.

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

- ADDITIONAL GENERAL NOTES**
- A PRE-CONSTRUCTION MEETING SHALL BE HELD AT THE SITE AS 48-HOUR (EIGHT) HOURS PRIOR TO THE START OF WORK WITH THE FOLLOWING PEOPLE PRESENT: OWNER, CONTRACTORS, ENGINEERS, CITY INSPECTOR, OR THEIR REPRESENTATIVE. MINUTES OF THAT MEETING SHALL BE FURNISHED TO THE CITY INSPECTOR FOR REVIEW.
  - ALL WORK SHALL BE DONE BETWEEN THE HOURS OF 7:00 A.M. AND 7:00 P.M. MONDAY THROUGH FRIDAY. CONSTRUCTION SHALL BE ALLOWED ON SATURDAY AND OUTSIDE THE HOURS OF 7:00 A.M. TO 7:00 P.M. ONLY UPON WRITTEN PERMISSION OF THE PLANNING DIRECTOR. NO CONSTRUCTION WILL BE ALLOWED SUNDAY OR FEDERAL HOLIDAYS. (CDA 3)
  - CONTRACTOR SHALL PROVIDE WATER FOR BEST CONTROL. WATER MAY BE SUPPLIED THROUGH A TEMPORARY METER AT AN EMBLEM DESIGNATED HYDRANT UPON SUBMITTAL OF APPLICATION, EMBLEM APPROVAL AND PAYMENT OF FEES.
  - RETAINING WALLS, NO MATTER WHAT THE HEIGHT, TO PROVIDE THE REQUIRED CLEARANCE FOR UTILITY BOXES, STREET LIGHTS AND FIRE HYDRANTS, WHICH ARE IN THE STREET RIGHT-OF-WAY OR PUBLIC UTILITY EASEMENTS, SHALL BE CONSTRUCTED WITH FOURS IN PLACE CONCRETE OR MASONRY BLOCK.
  - ALL RETAINING WALLS TO BE BUILT AS PART OF GRADING WHEN PRIVATE PROPERTY, CITY RIGHT OF WAY AND DEDICATED EASEMENTS SHALL BE RESPECTED BY THE PUBLIC WORKS DEPARTMENT. NO VERTICAL CURVATURES SHALL BE FORMED UNLESS THE CONTRACTOR HAS AN APPROVED PLAN.
  - ALL RETAINING WALLS WITHIN THE PRIVATE PROPERTY AFTER GRADING IS COMPLETED SHALL BE INSPECTED BY BUILDING DIVISION. NO VERTICAL EXCAVATIONS SHALL BE PERMITTED UNLESS THE CONTRACTOR HAS AN APPROVED BUILDING PERMIT FOR THE RETAINING WALL.
  - THE CONTRACTOR IS RESPONSIBLE FOR MATCHING EXISTING STREETS, SURROUNDING LANDSCAPE AND OTHER EXISTING IMPROVEMENTS WITH A SMOOTH TRANSITION IN PAVING, CURBS, GUTTERS, SIDEWALKS, GRADING, ETC. AND TO AVOID ANY AESTHETIC OR APPEARANCE CHANGES IN GRADES OR CROSS SLOPES, LOW SPOTS OR UNDESIRABLE CONDITIONS.
  - IT IS THE RESPONSIBILITY OF THE DEVELOPER/CONTRACTOR TO INFORM THE CITY ENGINEER IF THE CIVIL ENGINEERING FIRM OR SOILS ENGINEERING FIRM HAS BEEN CHANGED AFTER APPROVAL OF THE SUBMITTAL PROJECT, AND THE NEW RESPONSIBLE CIVIL AND/OR SOILS ENGINEERING FIRM SHALL SUBMIT IN WRITING THAT HE/SHE HAS REVIEWED ALL PRIOR REPORTS AND/OR PLANS AND THAT HE/SHE CONCURS WITH THE FINDINGS, CONCLUSIONS, RECOMMENDATIONS, AND IS SATISFIED WITH THE WORK PERFORMED.
  - ANY RELOCATION OF PUBLIC UTILITIES SHALL BE CONDUCTED IN ACCORDANCE WITH ANY AND ALL REQUIREMENTS OF THE UTILITY COMPANY AND INCLUDE FEES, BOND, PERMITS AND WORKING CONDITIONS, ETC. THIS WORK SHALL BE DONE AT NO EXPENSE TO THE LOCAL AGENCIES; THE OWNER SHALL PAY THE COST OF ALL SAID FEES, BOND, PERMITS, ETC.
  - THE CONTRACTOR SHALL PROVIDE FOR PROGRESS AND ACCESS FOR PRIVATE PROPERTY ADJACENT TO WORK THROUGHOUT THE PERIOD OF CONSTRUCTION.
  - TRAFFIC CONTROL, MAINTENANCE AND OPERATION SHALL COMPLY WITH THE FOLLOWING STANDARD SPECIFICATIONS: SECTION 7-10.1 "PUBLIC CONVENIENCE AND SAFETY", OF THE STANDARD SPECIFICATION FOR PUBLIC WORKS CONSTRUCTION, AND SECTION 12 "CONSTRUCTION AREA TRAFFIC CONTROL DEVICES" OF THE CALIFORNIA STANDARD SPECIFICATION JULY 2002.
  - MANHOLE, WATER VALVE BOXES, AND CLEAN OUT FRAMES AND COVERS SHALL BE BROUGHT TO FINISHED GRADE BY THE CONTRACTOR AFTER GRADING OR PAVING IS COMPLETED.
  - THE CONTRACTOR SHALL OBTAIN AN ENCLOSURE PERMIT FROM THE PUBLIC WORKS AGENCY FOR ANY WORK WITHIN THE CITY'S RIGHT-OF-WAY OR STREETS.
  - NO WORK SHALL BEGIN UNLESS THESE PLANS HAVE BEEN REVIEWED AND SIGNED BY THE CITY ENGINEER AND THE REQUIRED SETS OF PLANS HAVE BEEN PROVIDED TO THE CITY.
  - WHERE AN EXCAVATION FOR A TRENCH AND/OR STRUCTURE IS FIVE FEET OR MORE, THE CONTRACTOR SHALL COMPLY TO OSHA REQUIREMENTS AND SHALL PROVIDE A COPY OF THE APPROVED OSHA PERMIT DETAILS AND CALCULATIONS PREPARED BY A LICENSED CIVIL ENGINEER TO THE CITY ENGINEER.
  - ALL PUBLIC MATERIALS TO BE SALVAGE SHALL BE DELIVERED TO THE CITY CORPORATION YARD.
  - THE CONTRACTOR SHALL COORDINATE WITH THE OWNER'S AND CITY'S REPRESENTATIVES ON THE LOCATIONS AND INSTALLATION OF THE LANDSCAPE IRRIGATION SLEEVES AND CONDUITS PRIOR TO PAVING.
  - GROUND WATER ELEVATIONS FLUCTUATE BETWEEN 3 TO 4 FT. BELOW SURFACE GRADES.
  - TRAFFIC CONTROL PLAN SHALL BE SUBMITTED TO THE CITY PRIOR TO ANY START OF WORK THAT WILL REQUIRE ANY USE OF PUBLIC STREETS.

**SHEET INDEX**

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

**EARTHWORK QUANTITIES (C.Y.)**

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**Civil Engineering Associates**  
 Civil Engineers - Planners - Surveyors  
 2820 North First Street - Suite 280 - San Jose, CA 95131  
 Tel: (408) 435-1000 • Fax: (408) 435-1075

**TITLE SHEET**  
 TRACT NO. 7687  
 OAKLAND CALIFORNIA

PREPARED FOR: **Dulte**  
 6210 Stoneway Road, Suite 100  
 Pleasanton, California 94566  
 Phone 925-218-3320 Fax 925-248-6251

DATE: 11/16/06

SHEET: **C-1**  
 OF: 22 SHEETS  
 OF: 04-141

EXHIBIT B

recording requested by:

**CITY OF OAKLAND**

when recorded mail to:

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

**EXHIBIT C**

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

APPROVED FOR FORM AND LEGALITY

\_\_\_\_\_  
CITY ATTORNEY

**SUBDIVISION IMPROVEMENT AGREEMENT**

**Deferred Construction of Public Infrastructure Improvements**

**1203 - 1333 Wood Street - Zephyr Gate**

**Final Map - No. 7687**

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

**RECITALS**

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

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

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

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

**THEREFORE**, it is agreed as follows:

**1. Approval of Parcel Map**

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

**2. Construction of Improvements**

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

**3. Special Conditions**

The DEVELOPER shall comply with the special conditions as follows:

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

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

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

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

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

**4. Completion of Improvements**

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

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

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

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

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

#### **5. Acceptance of Dedications and Ownership of Improvements**

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

#### **6. Responsibility for Dedications and Improvements**

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

#### **7. Maintenance of Improvements**

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

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

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

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

**9. Inspection of Construction**

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

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

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

**11. Reversion to Acreage**

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

**12. Property Acquisition**

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

**13. Security**

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

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

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

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

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

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

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

#### 14. **Alternative Security**

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

#### 15. **Hold Harmless**

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

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

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

This indemnification clause shall survive the termination of this Agreement.

#### 16. **Insurance Required**

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

##### A. **Minimum Scope of Insurance**

Coverage shall be at least as broad as:

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

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

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

**B. Minimum Limits of Insurance**

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

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

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

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

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

**C. Deductibles and Self-Insured Retentions**

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

**D. Other Insurance Provisions**

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

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

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



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

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

4. The DEVELOPER's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

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

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

#### **E. Acceptability of Insurers**

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

#### **F. Verification of Coverage**

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

#### **G. Subcontractors**

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

### **17. Participation in Benefit Districts**

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

### **18. Actions to Enforce**

**18. Actions to Enforce**

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

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

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

**20. Attachments**

The following documents are incorporated into this Agreement by reference:

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

Resolutions: \_\_\_\_\_ CMS \_\_\_\_\_ CMS

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

Insurer: \_\_\_\_\_ Surety: \_\_\_\_\_

**21. Constructive Notice**

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

**22. Effective Date**

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

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

**PULTE HOME CORPORATION \***

**CITY OF OAKLAND**

\_\_\_\_\_  
signature

\_\_\_\_\_  
signature

\_\_\_\_\_  
name

**DEBORAH EDGERLY**  
City Administrator

\_\_\_\_\_  
title

\_\_\_\_\_  
date

\_\_\_\_\_  
date

*\* notarized acknowledgment required*