

**CITY OF OAKLAND**  
*Agenda Report*

FILED  
OFFICE OF THE CITY CLERK  
OAKLAND

2007 SEP -6 PM 12:19

TO: Office of the City Administrator  
ATTN: Deborah Edgerly  
FROM: Community and Economic Development Agency  
DATE: September 18, 2007

RE: **A Report And Resolutions Approving A Final Map For Tract 7787 And A Subdivision Improvement Agreement With CCCI Properties For Deferred Construction Of Public Infrastructure Improvements At 1200 Ariane Court**

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**SUMMARY**

Two resolutions have been prepared approving:

- A Final Map for Tract No. 7787 by the developer, CCCI Properties, for the second phase of the Chateau Montclair development that will re-align property boundaries separating ten (10) existing residential lots and expand public and private easements for open space, vehicle and pedestrian access, and utilities.
- A Subdivision Improvement Agreement (SIA) with the developer for deferred construction of on-site public access and utility improvements in Ariane Court.

The Planning Commission approved the land use entitlements (CU06173) and the tentative map (TTM 7781) for the subdivision on June 6, 2007. The City Engineer has determined that the Final Map is in substantial compliance with the approved tentative map. Approval of the Final Map will be a ministerial action by the City Council.

**FISCAL IMPACT**

Staff costs for processing the Final Map have been covered by previously collected fees set by the Master Fee Schedule and paid by the property owner. The revenue has been deposited in the Development Service Fund (2415), Engineering Services organization (88432), Tract Map account (45119), Engineering and Architectural Program (PS30).

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

**PROJECT DESCRIPTION**

The Chateau Montclair residential subdivision has been developed in two (2) phases. The original Final Map for both phases (Tract 6746) was approved in 1999. The second phase (Tract 7787) is located on Crestmont Drive near its intersection with Redwood Road. The one and one-half (1.5) acre site has ten (10) existing lots that are being developed for "townhouses". The proposed Final Map for Tract 7787 will re-align the property boundaries separating the existing lots and expand public access and utility easements (Ariane Court) and open-space easements. The lots are accessed from Crestmont Drive.

Item No. \_\_\_\_\_  
City Council  
September 18, 2007

The developer is dedicating a public access easement and a public utility easement over the lots to the City for emergency vehicles and undergrounded utilities (potable water, electric, gas, telecommunications). New on-site storm drain and sanitary sewer lines will be privately maintained by the homeowners' association.

The City Engineer has approved the plans and specifications prepared by the developer for construction of public and private infrastructure improvements (permit PX0700068), and the Fire Marshal has approved Ariane Court for fire apparatus access. The developer has provided surety bonding (150% of the estimated cost of construction) that guarantees the completion of the infrastructure improvements and payment of the contractors and suppliers and warrants the performance of the completed work and the maintenance by the developer for one year following acceptance by the City Engineer.

## **KEY ISSUES AND IMPACTS**

### **Final Map**

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

### **Subdivision Improvement Agreement**

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

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

## **SUSTAINABLE OPPORTUNITIES**

### **Economic**

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

### **Environmental**

Land use approvals and construction permits for new buildings require that the permittee comply with City ordinances and regional Best Management Practices for reducing nuisance noise, fugitive dust, construction debris disposal, and storm drainage pollutant runoff.

### **Social Equity**

The proposed development will provide housing opportunities for the Oakland community.

## **DISABILITY AND SENIOR CITIZEN ACCESS**

Construction of Ariane Court will conform to City requirements for handicapped accessibility.

## **RECOMMENDATIONS**

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

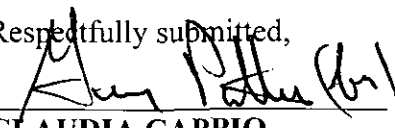
## **ACTION REQUESTED OF THE CITY COUNCIL**

Staff recommends that the Council accept this report for Phase II subdivision of the Chateau Montclair development, and

- adopt the proposed resolution, as a ministerial action,
  - conditionally approving the Final Map for Tract 7787, and
  - accepting off-site public infrastructure improvements for maintenance by the City after expiration of the one-year construction warranty period; and
  - accepting on-site offers of dedication of the public access and public utility easements after acceptance by the City Engineer of the construction; and
  - authorizing the City Engineer and City Clerk to execute the Final Map, and
  - directing the City Clerk to file the executed Final Map with Alameda County for recordation, and
- adopt the proposed resolution, as a discretionary action,
  - conditionally approving the Subdivision Improvement Agreement with the property owner, CCCI Properties, and
  - authorizing the City Engineer to execute the Subdivision Improvement Agreement and to grant an extension of time, without returning to Council, to complete the work, and

- directing the City Clerk to file the executed Subdivision Improvement Agreement with the Alameda County Recorder concurrently with the Final Map for simultaneous recordation.


Respectfully submitted,

  
\_\_\_\_\_  
**CLAUDIA CAPPIO**  
Development Director  
Community and Economic Development Agency

Prepared by:

Raymond M. Derania  
Interim City Engineer  
Building Services Division

APPROVED FOR FORWARDING  
TO THE CITY COUNCIL

  
\_\_\_\_\_  
OFFICE OF THE CITY ADMINISTRATOR

FILED  
Introduced by: THE CITY CLERK  
OAKLAND

Approved for Form and Legality

2007 SEP 6 PM 3:50  
Councilmember

*F. Fay*  
City Attorney

## OAKLAND CITY COUNCIL

Resolution No. \_\_\_\_\_ C.M.S.

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### RESOLUTION CONDITIONALLY APPROVING A SUBDIVISION IMPROVEMENT AGREEMENT WITH CCCI PROPERTIES FOR THE FINAL MAP FOR TRACT 7787 FOR THE CHATEAU MONTCLAIR SUBDIVISION FOR CONSTRUCTION OF PUBLIC INFRASTRUCTURE IMPROVEMENTS AT 1200 ARIANE COURT

**WHEREAS**, the developer of a residential dwelling project, CCCI Properties, a Nevada corporation, is the Subdivider of ten (10) contiguous parcels identified by the Alameda County Assessor as APN 037A-3134-044-04/ 045-04/ 046-05/ 047-03/ 048-00/ 049/ 00, 050-00/ 051-00/ 052-00/ and 053-00, and by the Alameda County Clerk-Recorder as Tract 7787, and by the City of Oakland as 1200 Ariane Court, and by the developer as Chateau Montclair; and

**WHEREAS**, the Subdivider has acquired by purchase for valuable consideration the real property comprising Tract 7787; and

**WHEREAS**, said real property comprising Tract 7787 was previously subdivided by the Final Map for Tract 6746, recorded June 11, 1999, by the Alameda County Clerk-Recorder, on which the property boundaries separating said ten (10) parcels are delineated; and

**WHEREAS**, the Subdivider has applied to the City of Oakland to adjust said property boundaries as delineated on the Final Map for Tract 6746; and

**WHEREAS**, pursuant to California Government Code section 66412, adjustment of property boundaries separating more than four (4) lots are not excluded from the requirements of the Subdivision Map Act; and

**WHEREAS**, the Planning Commission of the City of Oakland approved the environmental determination (categorically exempted) and land use entitlements (permit CU06173) and the Tentative Map for Tract 7787 on June 6, 2007, which proposed the adjustment of the property boundaries separating said ten (10) parcels and the 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 7787, upon which the Final Map for Tract 7787 is based; and

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

- the Final Map for Tract 7787, attached hereto as Exhibit A, is substantially the same as the Tentative Map approved by the Planning Commission, and

- the Final Map for Tract 7787 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 adjustment of the metes and bounds of the property boundaries separating said ten (10) parcels 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 7787; 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. PX0700068 and the Subdividers' plans and specifications for construction of the required public infrastructure improvements, included by reference with Exhibit B; 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 B, 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 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 requirements of the California Environmental Quality Act (CEQA) have been complied with and the project was determined to be categorically exempt under Section 15332 of the CEQA Guidelines; now, therefore, be it

**RESOLVED:** That the Subdivision Improvement Agreement with CCCI Properties for the Final Map for Tract 7787 is hereby conditionally approved; and be it

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

**FURTHER RESOLVED:** That the City Clerk is hereby directed to file the executed Subdivision Improvement Agreement concurrently with the fully endorsed Final Map for Tract 7787 for simultaneous recordation by the Alameda County Clerk-Recorder; and be it

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

**IN COUNCIL, OAKLAND, CALIFORNIA, \_\_\_\_\_, 2007**

PASSED BY THE FOLLOWING VOTE:

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

NOES -

ABSENT -

ABSTENTION -

ATTEST: \_\_\_\_\_  
LATONDA SIMMONS

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

**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 7787 and their homeowners' association, both severally and jointly, and their representatives, agents, heirs, successors, and assigns.

IN COUNCIL, OAKLAND, CALIFORNIA, \_\_\_\_\_, 20\_\_\_\_\_

**PASSED BY THE FOLLOWING VOTE:**

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

NOES -

ABSENT -

ABSTENTION -

ATTEST: \_\_\_\_\_

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



**STATEMENT OF THE SECRETARY OF THE PLANNING COMMISSION**

I, SCOTT MILLER, SECRETARY OF THE CITY PLANNING COMMISSION OF THE CITY OF OAKLAND, COUNTY OF ALAMEDA, STATE OF CALIFORNIA, DO HEREBY CERTIFY THAT A TENTATIVE MAP OF "TRACT MAP NO. 7787, CITY OF OAKLAND, ALAMEDA COUNTY, CALIFORNIA", WAS PRESENTED TO THE CITY PLANNING COMMISSION AS PROVIDED BY THE "SUBDIVISION MAP ACT" OF THE GOVERNMENT CODE; THAT AT A MEETING OF SAID CITY PLANNING COMMISSION, HELD ON JUNE 6, 2007, THE SAID COMMISSION APPROVED SAID TENTATIVE MAP UPON WHICH THIS MAP IS BASED.

IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2007.

SCOTT MILLER  
SECRETARY OF THE CITY PLANNING COMMISSION  
OF THE CITY OF OAKLAND  
ALAMEDA COUNTY, STATE OF CALIFORNIA

**CITY CLERK'S STATEMENT**

I, LATONDA SIMMONS, CITY CLERK OF THE CITY COUNCIL OF THE CITY OF OAKLAND, STATE OF CALIFORNIA, DOES HEREBY CERTIFY THAT THE HEREBY EMBODIED MAP ENTITLED, "TRACT MAP NO. 7787, CITY OF OAKLAND, ALAMEDA COUNTY, CALIFORNIA", WAS PRESENTED TO THE COUNCIL OF THE CITY OF OAKLAND AT A REGULAR MEETING THEREOF HELD ON THE \_\_\_\_ DAY OF \_\_\_\_\_, 2007; AND THAT SAID COUNCIL DID THEREUPON, BY RESOLUTION NO. \_\_\_\_\_ APPROVED SAID MAP.

THE OFFER OF DEDICATION TENDERED ON THE OWNER'S STATEMENT ON THE HEREBY EMBODIED MAP ENTITLED "TRACT MAP NO. 7787" IS HEREBY CONDITIONALLY ACCEPTED IN ACCORDANCE WITH SECTION 18.24.130(C) OF THE OAKLAND MUNICIPAL CODE.

IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2007.

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

**CITY ENGINEER'S STATEMENT**

I, RAYMOND M. DERANIA, INTERIM CITY ENGINEER, HAVING BEEN AUTHORIZED TO PERFORM THE FUNCTIONS OF THE CITY ENGINEER OF THE CITY OF OAKLAND, COUNTY OF ALAMEDA, STATE OF CALIFORNIA, FOR THE PURPOSE OF REVIEWING SUBDIVISION MAPS, DO HEREBY STATE THAT I HAVE EXAMINED THE HEREBY EMBODIED FINAL MAP ENTITLED "TRACT MAP NO. 7787, CITY OF OAKLAND, ALAMEDA COUNTY, CALIFORNIA", THAT THE SUBDIVISION AS SHOWN UPON SAID FINAL MAP IS SUBSTANTIALLY THE SAME AS THAT APPEARING ON THE TENTATIVE MAP APPROVED BY THE CITY PLANNING COMMISSION AND ANY APPROVED ALTERATIONS THEREOF; THAT SAID FINAL MAP COMPLIES WITH ALL PROVISIONS OF THE SUBDIVISION MAP ACT OF THE GOVERNMENT CODE AND LOCAL ORDINANCE APPLICABLE AT THE TIME OF APPROVAL OF THE TENTATIVE MAP; AND THAT I AM SATISFIED THAT THE FINAL MAP IS TECHNICALLY CORRECT.

IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2007.

RAYMOND M. DERANIA R.C.E. 27815  
EXP. 03-31-08  
INTERIM CITY ENGINEER, CITY OF OAKLAND  
COUNTY OF ALAMEDA, STATE OF CALIFORNIA

**TRUSTEE STATEMENT**

THE UNDERSIGNED CORPORATION, AS TRUSTEE UNDER THE DEED OF TRUST RECORDED NOVEMBER 29, 2005, RECORDER SERIAL NO. 2005-507741 OF OFFICIAL RECORDS, ALAMEDA COUNTY, CALIFORNIA, DOES HEREBY JOIN IN AND CONSENT TO THE FOREGOING OWNER'S STATEMENT AND ALL DEDICATIONS SHOWN HEREON.

OLD REPUBLIC TITLE COMPANY, A CORPORATION

BY: \_\_\_\_\_  
TITLE: \_\_\_\_\_

**TRUSTEE'S ACKNOWLEDGMENT**

STATE OF \_\_\_\_\_ )  
COUNTY OF \_\_\_\_\_ ) SS

ON \_\_\_\_\_, 2007 BEFORE ME, \_\_\_\_\_ PERSONALLY APPEARED, \_\_\_\_\_ PERSONALLY KNOWN TO ME (OR 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.

WITNESS MY HAND AND OFFICIAL SEAL

NOTARY'S SIGNATURE \_\_\_\_\_

PRINTED NOTARY'S NAME \_\_\_\_\_

EXPIRATION OF NOTARY'S COMMISSION \_\_\_\_\_

PRINCIPAL PLACE OF BUSINESS \_\_\_\_\_ COUNTY \_\_\_\_\_

**TRUSTEE STATEMENT**

THE UNDERSIGNED CORPORATION, AS TRUSTEE UNDER THE DEED OF TRUST RECORDED SEPTEMBER 8, 2005, RECORDER SERIAL NO. 2005-338221 OF OFFICIAL RECORDS, ALAMEDA COUNTY, CALIFORNIA, DOES HEREBY JOIN IN AND CONSENT TO THE FOREGOING OWNER'S STATEMENT AND ALL DEDICATIONS SHOWN HEREON.

CALIFORNIA RECONVEYANCE COMPANY

BY: \_\_\_\_\_  
TITLE: \_\_\_\_\_

**TRUSTEE'S ACKNOWLEDGMENT**

STATE OF \_\_\_\_\_ )  
COUNTY OF \_\_\_\_\_ ) SS

ON \_\_\_\_\_, 2007 BEFORE ME, \_\_\_\_\_ PERSONALLY APPEARED, \_\_\_\_\_ PERSONALLY KNOWN TO ME (OR 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.

WITNESS MY HAND AND OFFICIAL SEAL

NOTARY'S SIGNATURE \_\_\_\_\_

PRINTED NOTARY'S NAME \_\_\_\_\_

EXPIRATION OF NOTARY'S COMMISSION \_\_\_\_\_

PRINCIPAL PLACE OF BUSINESS \_\_\_\_\_ COUNTY \_\_\_\_\_

**SURVEYOR'S STATEMENT**

THIS MAP WAS PREPARED BY ME OR UNDER MY DIRECTION AND IS BASED UPON A FIELD SURVEY IN CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCE AT THE REQUEST OF PETER VAN BILJOUW IN APRIL 2005. I HEREBY STATE THAT ALL THE MONUMENTS ARE OF THE CHARACTER AND OCCUPY THE POSITIONS INDICATED, AND THAT THE MONUMENTS ARE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED, AND THAT THIS FINAL MAP SUBSTANTIALLY CONFORMS TO THE CONDITIONALLY APPROVED TENTATIVE MAP.

GREGORY F. BRAZE  
LS 7623  
EXP. 12-31-2008



**TRACT MAP NO. 7787**

BEING A SUBDIVISION OF LOTS 2B-34 AS SHOWN ON THE "TRACT 6748 PHASE 1", FILED JUNE 11, 1999, IN BOOK 245 OF MAPS, PAGES 52-54, ALONG WITH PARCELS A-D AS DESCRIBED IN DEED DOCUMENT NO. 2002603553 ALAMEDA COUNTY RECORDS

CITY OF OAKLAND ALAMEDA COUNTY CALIFORNIA  
JUNE 2007

**LEA & BRAZE ENGINEERING, INC.**  
CIVIL ENGINEERS • LAND SURVEYORS  
2495 INDUSTRIAL PARKWAY WEST  
HAYWARD, CALIFORNIA 94545  
(510) 887-4086  
FAX (510) 887-3019  
WWW.LEABRAZE.COM

EXHIBIT A

**LEGEND**

- PUBLIC UTILITY, PUBLIC STREET AND EAST BAY MUNICIPAL UTILITY DISTRICT EASEMENT
- PRIVATE ACCESS EASEMENT
- EASEMENT LINE
- LOT LINE TO BE REMOVED
- EASEMENT LINE TO BE REMOVED
- SUBDIVISION BOUNDARY
- FOUND MONUMENT AS NOTED
- DIMENSION OF PROPERTY LINE TO BE REMOVED PER THIS MAP
- S.S.E. SANITARY SEWER EASEMENT
- P.S.D.E. PRIVATE STORM DRAIN EASEMENT
- P.E.D.A.E. PEDESTRIAN ACCESS EASEMENT

**NOTES**

- LOT 1 4,773 SQ.FT. 0.11 ACRES
- LOT 2 4,567 SQ.FT. 0.10 ACRES
- LOT 3 7,028 SQ.FT. 0.16 ACRES
- LOT 4 18,048 SQ.FT. 0.41 ACRES
- LOT 5 5,664 SQ.FT. 0.13 ACRES
- LOT 6 3,739 SQ.FT. 0.09 ACRES
- LOT 7 4,715 SQ.FT. 0.11 ACRES
- LOT 8 5,208 SQ.FT. 0.12 ACRES
- LOT 9 5,080 SQ.FT. 0.12 ACRES
- LOT 10 5,763 SQ.FT. 0.13 ACRES

**LINE TABLE**

TAG#	BEARING	DISTANCE
L1	N00°34'44"E	23.08'
L2	N02°39'58"E	21.44'
L3	S47°23'43"E	10.01'
L4	N88°24'57"E	18.14'
L5	N74°09'47"E	12.42'
L6	N13°26'22"W	23.13'
L7	N74°09'47"E	18.23'
L8	N13°26'22"W	33.94'
L9	N01°34'34"W	8.87'
L10	N74°09'47"E	6.70'
L11	N82°57'07"W	4.97'
L12	N41°11'10"W	5.01'
L13	N11°25'23"E (R)	
L14	N02°39'58"E	1.01'

**CURVE TABLE**

TAG#	RADIUS	LENGTH	DELTA
C1	R=98.00'	L=11.05'	Δ=06°27'34"
C2	R=70.00'	L=25.43'	Δ=20°48'59"
C3	R=50.00'	L=9.63'	Δ=11°01'52"
C4	R=70.00'	L=34.72'	Δ=28°25'08"
C5	R=70.00'	L=2.93'	Δ=02°23'47"
C6	R=50.00'	L=3.76'	Δ=04°18'42"
C7	R=50.00'	L=5.85'	Δ=08°42'02"
C8	R=50.00'	L=23.18'	Δ=25°32'08"
C9	R=50.00'	L=5.79'	Δ=06°38'04"
C10	R=35.00'	L=8.02'	Δ=09°50'49"
C11	R=65.00'	L=58.09'	Δ=49°26'24"
C12	R=98.00'	L=26.83'	Δ=15°41'10"
C13	R=98.00'	L=37.12'	Δ=21°42'11"

**NOTE**

THIS REAL PROPERTY LIES WITHIN THE FOLLOWING HAZARDOUS AREA: A SEISMIC HAZARD ZONE - LANDSLIDE ZONE PURSUANT TO SECTION 2696 OF THE PUBLIC RESOURCES CODE. THESE HAZARDS MAY LIMIT YOUR ABILITY TO DEVELOP THE REAL PROPERTY, TO OBTAIN INSURANCE, OR TO RECEIVE ASSISTANCE AFTER A DISASTER. THE MAPS ON WHICH THESE DISCLOSURES ARE BASED ESTIMATE WHERE NATURAL HAZARDS EXIST. THEY ARE NOT DEFINITIVE INDICATORS OF WHETHER OR NOT A PROPERTY WILL BE AFFECTED BY A NATURAL DISASTER. TRANSFEREE(S) AND TRANSFEROR(S) MAY WISH TO OBTAIN PROFESSIONAL ADVICE REGARDING HAZARDS AND OTHER HAZARDS THAT MAY AFFECT THE PROPERTY.

**TRACT MAP NO. 7787**

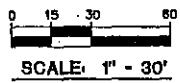
BEING A SUBDIVISION OF LOTS 28-34 AS SHOWN ON THE "TRACT 6746 PHASE 1", FILED JUNE 11, 1999, IN BOOK 245 OF MAPS, PAGES 52-54, ALONG WITH PARCELS A-D AS DESCRIBED IN DEED DOCUMENT NO. 2002603653 ALAMEDA COUNTY RECORDS

CITY OF OAKLAND ALAMEDA COUNTY CALIFORNIA  
SCALE 1"=30' JUNE 2007

**LEA & BRAZE ENGINEERING, INC.**  
CIVIL ENGINEERS • LAND SURVEYORS  
2495 INDUSTRIAL PARKWAY WEST  
HAYWARD, CALIFORNIA 94545  
(510) 887-4085  
FAX (510) 887-3019  
WWW.LEABRAZE.COM

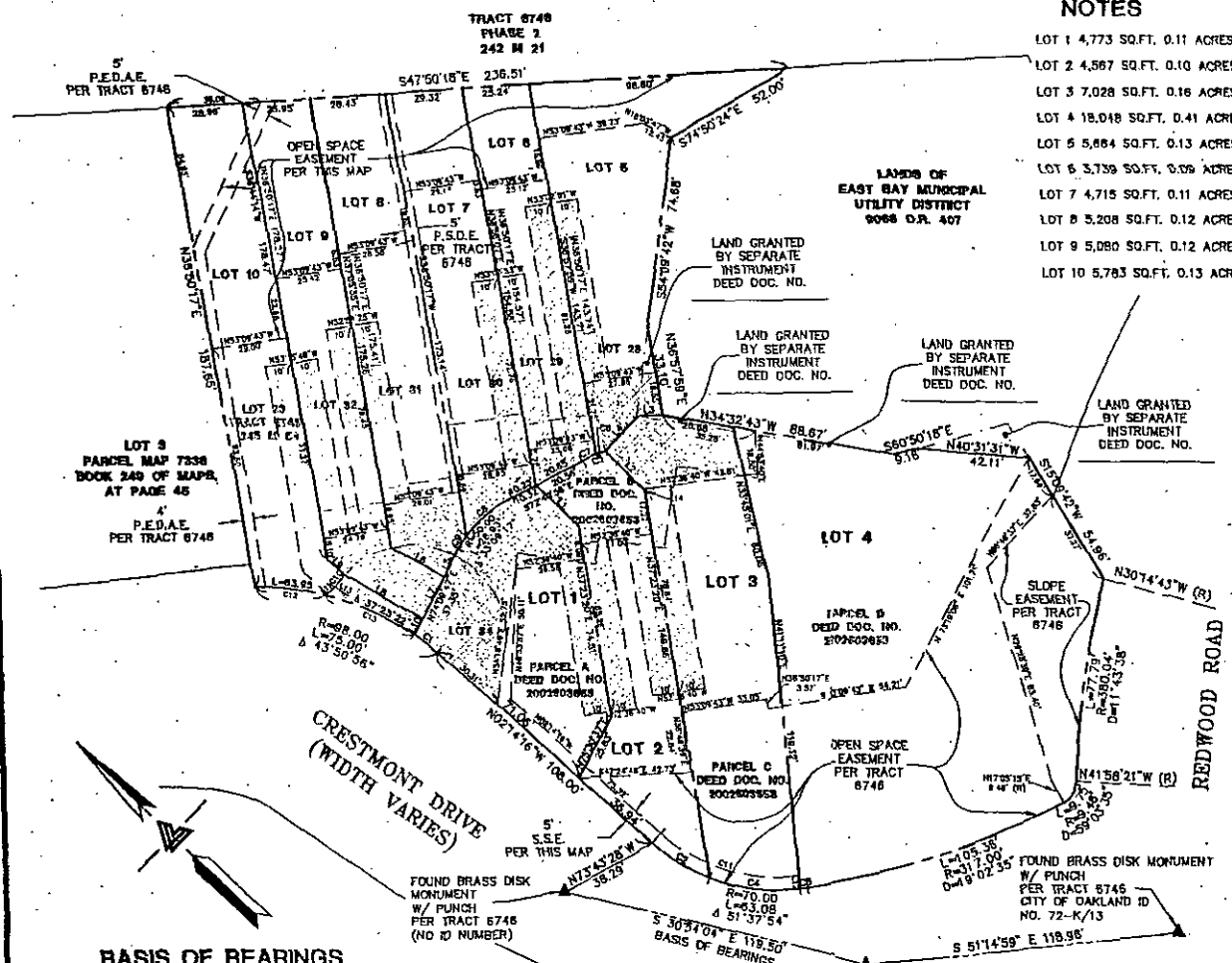
**PROPERTY OWNER/  
DIVIDER**

CCCI PROPERTIES, INC.  
PETER VAN BILJOUW - PRESIDENT  
P.O. BOX 1957  
DANVILLE, CA 94528



**BASIS OF BEARINGS**

THE BEARING N30°54'04"W BEING BETWEEN TWO FOUND MONUMENTS OF CRESTMONT DRIVE AS SHOWN ON THAT CERTAIN MAP ENTITLED "TRACT 6746, PHASE 1" RECORDED IN VOLUME 345 OF MAPS, AT PAGE 54, ALAMEDA COUNTY RECORDS IS THE BASIS OF ALL BEARINGS SHOWN UPON THIS MAP.



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 B

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

APPROVED FOR FORM AND LEGALITY

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

# SUBDIVISION IMPROVEMENT AGREEMENT

## Deferred Construction of Public Infrastructure Improvements

1200 to 1290 Ariane Court, Chateau Montclair

Final Map - No. 7787

This Agreement is between CCCI PROPERTIES, INC (DEVELOPER), a Nevada corporation, 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 ten (10) previously subdivided and contiguous lots located within the corporate limits of the CITY, which are identified by the Alameda County Assessor as parcel numbers 037A-3134-044-04/ 045-04/ 046-05/ 047-03/ 048-00/ 049/ 00, 050-00/ 051-00/ 052-00/ and 053-00 and by the CITY as 1200 through 1290 Ariane Court, who has presented a proposed Final Map, which is identified by the Alameda County Recorder as No. 7787, 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 10 developable lots.

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 0700068, 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. 7787 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 may be 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 may have been set forth above in paragraph 3, Special Conditions. Construction shall not be deemed complete until the public infrastructure permit has been finalized and an unconditional Certificate of Completion has been issued by the City Engineer.

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

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

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

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

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

**6. Responsibility for Dedications and Improvements**

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

**7. Maintenance of Improvements**

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

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

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

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

**9. Inspection of Construction**

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

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

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

**11. Reversion to Acreage**

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

**12. Property Acquisition**

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

**13. Security**

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

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

**1. Faithful Performance Bond** in a face amount not less than \$90,000, 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 \$45,0000, 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 **\$22,500**, 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 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. 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 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**

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**

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. 7787, 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	<u>PX 0700068</u>	Planning	<u>CU06173</u>
Creek Protection	<u>NA</u>	Building	RB0602380
Grading	<u>GR0300002</u>	Encroachment	<u>NA</u>

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

Subdivision: Final Map No. 7787 City Engineer's Estimate of the Cost of Improvements

Insurer: Inscodico Surety: Indemnity Company of California

**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.

CCCI Properties \*

CITY OF OAKLAND

\_\_\_\_\_  
signature

\_\_\_\_\_  
signature

\_\_\_\_\_  
name

**RAYMOND M. DERANIA**  
City Engineer

\_\_\_\_\_  
title

\_\_\_\_\_  
date

\_\_\_\_\_  
date

\* notarized acknowledgment required

LEGEND

Table with 2 columns: PROPOSED and DESCRIPTION. Includes symbols for boundary, property line, retaining wall, storm drain, sanitary sewer, water line, drainage swale, area drain, rainwater downspout, catch basin, sanitary sewer manhole, water meter, fire hydrant, water valve, luminaire/electrolier, power pole, curb inlet, sewer lateral, spot grade, flow direction, contours, and over land drainage release flow.

ABBREVIATIONS

Table of abbreviations for construction elements such as AC (ASPHALT CONCRETE), BA (BACK OF CURVE), BO (BOWMAN), CA (CATCH BASIN), CL (CLUB AND CUTTER), CLIN (CENTER LINE), CM (COMPOSITE PLASTIC PIPE), CO (CONCRETE), CS (CONCRETE), CU (CURB), DA (DRAINAGE), DP (DRAINAGE), EA (EACH), EC (EDGE OF CURVE), EL (ELEVATIONS), EP (EDGE OF PAVEMENT), EST (EXISTING), FC (FACE OF CURB), FD (FINISHED FLOOR), FH (FIRE HYDRANT), FL (FLOW LINE), G (GAS), GA (GRADE ON GRADE), GB (GRADE BREAK), H (HORIZONTAL), H.P. (HIGH POINT), H & T (HUB & TANG), LD (INSIDE DIAMETER), LV (LUMINAIRE VALVE), M (METER), N (NORTH), W (WATER), W.M. (WATER METER).

CHATEAU MONTCLAIR TRACT 6746, PHASE I LOTS 24, 25, AND 26 CRESTMONT & REDWOOD ROAD OAKLAND HILLS, CALIFORNIA

GENERAL NOTES

WORK INTERFERENCE: IN THE EVENT ANY SPECIAL SOUNDING OF THE WORK IS REQUIRED BY THE OWNER OR THE CONTRACTOR THE CONTRACTOR SHALL ADVISE A COMPETENT PERSON ANY SUCH WORK IS REQUIRED. SITE EXAMINATION: THE CONTRACTOR AND ALL SUBCONTRACTORS SHALL THOROUGHLY EXAMINE THE SITE AND FAMILIARIZE HIM/HERSELF WITH THE CONDITIONS UNDER WHICH THE WORK IS TO BE PERFORMED. THE CONTRACTOR SHALL VERIFY AT THE SITE ALL MEASUREMENTS AFFECTING HIS/HER WORK AND SHALL BE RESPONSIBLE FOR THE CORRECTNESS OF THE SAME. NO EXTRA COMPENSATION WILL BE ALLOWED TO THE CONTRACTOR FOR EXPENSES DUE TO HIS/HER NEGLIGENCE OR FAILURE TO DISCOVER CONDITIONS WHICH AFFECT HIS/HER WORK. LEA AND SUNG ENGINEERING, INC. EXPRESSLY RESERVES ITS COMMON LAW COPYRIGHT AND OTHER PROPERTY RIGHTS IN THESE PLANS. THESE PLANS ARE NOT TO BE REPRODUCED, CHANGED OR COPIED IN ANY FORM OR MANNER WHATSOEVER, NOR ARE THEY TO BE ASSIGNED TO A THIRD PARTY WITHOUT FIRST OBTAINING THE WRITTEN PERMISSION AND CONSENT OF LEA AND SUNG ENGINEERING, INC. IN THE EVENT OF UNAUTHORIZED REUSE OF THESE PLANS BY A THIRD PARTY, THE THIRD PARTY SHALL HOLD HARMLESS LEA AND SUNG ENGINEERING, INC. CONSTRUCTION IS ALWAYS LESS THAN PERFECT SINCE PROJECTS REQUIRE THE COORDINATION AND INSTALLATION OF MANY INDIVIDUAL COMPONENTS BY VARIOUS CONSTRUCTION INDUSTRY TRADES. THESE DOCUMENTS CANNOT FOREWARRANT ALL COMPONENTS OR ASSEMBLIES EXACTLY. IT IS THE INTENTION OF THESE ENGINEERING DOCUMENTS THAT THEY REPRESENT A REASONABLE STANDARD OF CARE IN THEIR CONTENT. IT IS ALSO PRESUMED BY THESE DOCUMENTS THAT CONSTRUCTION REVIEW SERVICES WILL BE PROVIDED BY THE ENGINEER. SHOULD THE OWNER NOT RETAIN THE ENGINEER TO PROVIDE SUCH SERVICES OR SHOULD HE/She RETAIN THE ENGINEER TO PROVIDE ONLY PARTIAL OR LIMITED SERVICES, THEN IT SHALL BE THE OWNER'S AND CONTRACTOR'S RESPONSIBILITY TO FULLY REVIEW AND PROVIDE THAT STANDARD OF CARE. IF THE OWNER OR CONTRACTOR OBSERVES OR OTHERWISE BECOMES AWARE OF ANY FAULT OR DEFECT IN THE PROJECT OR NONCONFORMANCE WITH THE CONTRACT DOCUMENTS, PROMPT WRITTEN NOTICE THEREOF SHALL BE GIVEN BY THE OWNER AND/OR CONTRACTOR TO THE ENGINEER. THE ENGINEER SHALL NOT HAVE CONTROL OF OR CHANGE OF AND SHALL NOT BE RESPONSIBLE FOR CONSTRUCTION MEANS, METHODS, TECHNIQUES, SEQUENCES, OR FOR SAFETY PRECAUTIONS AND PROCEDURES IN CONNECTION WITH THE WORK, FOR THE ACTS OR OMISSIONS OF THE CONTRACTOR, SUBCONTRACTORS, OR ANY OTHER PERSONS PERFORMING ANY OF THE WORK, OR FOR THE FAILURE OF ANY OF THEM TO CARRY OUT THE WORK IN ACCORDANCE WITH THE CONTRACT DOCUMENTS.

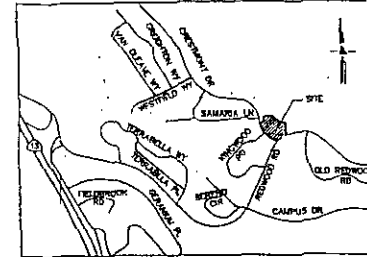
SITE PROTECTION

PROTECT ALL LANDSCAPING THAT IS TO REMAIN. ANY DAMAGE OR LOSS TO THE SITE FROM EXCAVATION, DRIVING, OR CONSTRUCTION WORK SHALL BE CORRECTED OR REPLACED BY THE CONTRACTOR AT NO ADDITIONAL COST TO THE OWNER. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE LOCATION OF ALL EXISTING SITE UTILITIES AND SHALL COMMENSATE THEIR REMOVAL OR MODIFICATIONS (IF ANY) TO AVOID ANY INTERRUPTION OF SERVICE TO ADJACENT AREAS. THE CONTRACTOR SHALL INFORM HIM/HERSELF OF MUNICIPAL REGULATIONS AND CARRY OUT HIS/HER WORK IN COMPLIANCE WITH ALL FEDERAL AND STATE REQUIREMENTS TO PREVENT FIRE HAZARDS AND HAZARDS TO THE PUBLIC.

STANDARD GRADING NOTES

ALL GENERAL NOTES, SHEET NOTES, AND LEGEND NOTES FOUND IN THESE DOCUMENTS SHALL APPLY THROUGHOUT UNLESS OTHERWISE INDICATED. THESE DRAWINGS AND THEIR CONTENT ARE AND SHALL REMAIN THE PROPERTY OF LEA AND SUNG ENGINEERING, INC. WHETHER THE PROJECT FOR WHICH THEY ARE PREPARED IS EXECUTED OR NOT. THEY ARE NOT TO BE USED BY ANY PERSONS ON OTHER PROJECTS OR EXTENSIONS OF THE PROJECT EXCEPT BY AGREEMENT IN WRITING AND WITH APPROPRIATE CONSIDERATION TO THE ENGINEER. ALL WORK SHALL COMPLY WITH APPLICABLE CODES AND TRADE STANDARDS WHICH COVER EACH PHASE OF WORK INCLUDING, BUT NOT LIMITED TO, CALIFORNIA MECHANICAL CODE, CALIFORNIA PLUMBING CODE, CALIFORNIA ELECTRICAL CODE, CALIFORNIA FIRE CODE, CALIFORNIA STANDARD SPECIFICATIONS, AND ALL APPLICABLE STATE AND/OR LOCAL CODES AND/OR REGULATIONS. IT IS THE RESPONSIBILITY OF THE CONTRACTOR AND ALL SUBCONTRACTORS TO CHECK AND VERIFY ALL CONDITIONS, DIMENSIONS, LINES AND LEVELS INDICATED BEFORE FITTING AND ATTACHMENT OF ALL PARTS TO BE INSTALLED. THESE DRAWINGS SHOULD THERE BE ANY DISCREPANCIES, IMMEDIATELY NOTIFY THE ENGINEER FOR COMMENT OR ADJUSTMENT. THE EVENT OF FAILURE TO DO SO, THE CONTRACTOR SHALL BE RESPONSIBLE FOR CORRECTION OF ANY ERROR.

ALL DIMENSIONS AND CONDITIONS SHALL BE CHECKED AND VERIFIED BY THE OWNER OR SUBCONTRACTOR BEFORE HIS/HER WORK BEGINS. ANY ERROR, OMISSION, OR DISCREPANCY SHALL BE BROUGHT TO THE ATTENTION OF THE OWNER/CONTRACTOR BEFORE CONSTRUCTION BEGINS. COMMENCEMENT OF WORK BY THE CONTRACTOR AND/OR ANY SUBCONTRACTOR SHALL DENOTE KNOWLEDGE AND ACCEPTANCE OF ALL CONDITIONS DESCRIBED IN THESE CONSTRUCTION DOCUMENTS, OR EXISTING ON SITE, WHICH COULD AFFECT THEIR WORK.



LOCATION MAP

REFERENCES

Table of references including ARCHITECT: MICHAE ASSOC., INC.; CIVIL ENGINEER: LEA & SUNG ENGINEERING, INC.; STRUCTURAL ENGINEER: RC CONSULTING ENGINEERS, INC.; SOIL ENGINEER: ALAN KROPP & ASSOCIATES, INC.; TOPOGRAPHIC SURVEY: LANFORD LAND SURVEYING, INC.; ARCHITECT: C.L. SHEPPARD.

SHEET INDEX

Table with 2 columns: SHEET NO. and DESCRIPTION. Includes entries for C-1 (TITLE SHEET), C-2 (LOT 24 GRADING), C-3 (LOT 25 GRADING), C-4 (LOT 26 GRADING), C-5 (DRAINAGE PROFILES), C-6 (GRADING SPECIFICATIONS), C-7 (EROSION CONTROL PLAN).

BEFORE COMMENCEMENT OF EXCAVATION CONTRACTOR SHALL CONTACT USA (800) 227-2600 FOR UNDERGROUND UTILITY LOCATION INFORMATION. CONTACT ENGINEER TO NOTIFY IF ANY CONFLICT.



LEA & SUNG ENGINEERING, INC. CIVIL ENGINEERS - LAND SURVEYORS HAS METRICALLY DRAWING SERVICES 2101 84TH AVE. SUITE 101 OAKLAND, CA 94619 TEL: (415) 861-1811 FAX: (415) 861-1811

CHATEAU MONTCLAIR TRACT 6746, PHASE I LOTS 24, 25, AND 26 OAKLAND HILLS, CALIFORNIA (ALABAMA COUNTY)

TITLE SHEET LOTS 24, 25, AND 26

Table with columns: DATE, SCALE, DESIGNED BY, DRAWN BY, SHEET NO. Includes dates and names like 1-19-03, AS NOTED, and 10.

EXHIBIT B

C-1

FILED  
OFFICE OF THE CITY CLERK  
OAKLAND

2007 SEP 6 PM 3:50  
Councilmember

Approved for Form and Legality

*F. Fay*

City Attorney

## OAKLAND CITY COUNCIL

Resolution No. \_\_\_\_\_ C.M.S.

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### RESOLUTION CONDITIONALLY APPROVING THE FINAL MAP FOR TRACT 7787 FOR THE CHATEAU MONTCLAIR SUBDIVISION AT 1200 ARIANE COURT AND CONDITIONALLY ACCEPTING IRREVOCABLE OFFERS OF DEDICATION FOR ON-SITE PUBLIC ACCESS AND PUBLIC UTILITY EASEMENTS

**WHEREAS**, the developer of a residential dwelling project, CCCI Properties, a Nevada corporation, is the Subdivider of ten (10) contiguous parcels identified by the Alameda County Assessor as APN 037A-3134-044-04/ 045-04/ 046-05/ 047-03/ 048-00/ 049/ 00, 050-00/ 051-00/ 052-00/ and 053-00, and by the Alameda County Clerk-Recorder as Tract 7787, and by the City of Oakland as 1200 Ariane Court, and by the developer as Chateau Montclair; and

**WHEREAS**, the Subdivider has acquired by purchase for valuable consideration the real property comprising Tract 7787; and

**WHEREAS**, said real property comprising Tract 7787 was previously subdivided by the Final Map for Tract 6746, recorded June 11, 1999, by the Alameda County Clerk-Recorder, on which the property boundaries separating said ten (10) parcels are delineated; and

**WHEREAS**, the Subdivider has applied to the City of Oakland to adjust said property boundaries as delineated on the Final Map for Tract 6746; and

**WHEREAS**, pursuant to California Government Code section 66412, adjustment of property boundaries separating more than four (4) lots are not excluded from the requirements of the Subdivision Map Act; and

**WHEREAS**, the Planning Commission of the City of Oakland approved the environmental determination (categorically exempted) and land use entitlements (permit CU06173) and the Tentative Map for Tract 7787 on June 6, 2007, which proposed the adjustment of the property boundaries separating said ten (10) parcels and the 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 7787, upon which the Final Map for Tract 7787 is based; and

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

- the Final Map for Tract 7787, attached hereto as Exhibit A, is substantially the same as the Tentative Map approved by the Planning Commission, and

- the Final Map for Tract 7787 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 adjustment of the metes and bounds of the property boundaries separating said ten (10) parcels 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 7787; 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. PX0700068 and the Subdividers' plans and specifications for construction of the required public infrastructure improvements, included by reference with Exhibit B; 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 B, 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 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 requirements of the California Environmental Quality Act (CEQA) have been complied with and the project was determined to be categorically exempt under Section 15332 of the CEQA Guidelines; and the approval of a final map is ministerial and exempt from CEQA, now, therefore, be it

**RESOLVED**: That the Final Map for Tract 7787 is hereby approved; and be it

**FURTHER RESOLVED**: That the approval of the Final Map for Tract 7787 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 7787; and be it

**FURTHER RESOLVED**: That the City Clerk of the City of Oakland is hereby authorized to endorse the Final Map for Tract 7787, 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 7787 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 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 on-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 owner's of Tract 7787 and their homeowners association, both severally and jointly, and their representatives, agents, heirs, successors, and assigns.

**IN COUNCIL, OAKLAND, CALIFORNIA,** \_\_\_\_\_, 2007

PASSED BY THE FOLLOWING VOTE:

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

NOES -

ABSENT -

ABSTENTION -

ATTEST: \_\_\_\_\_

LATONDA SIMMONS

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

**STATEMENT OF THE SECRETARY OF THE PLANNING COMMISSION**

I, SCOTT MILLER, SECRETARY OF THE CITY PLANNING COMMISSION OF THE CITY OF OAKLAND, COUNTY OF ALAMEDA, STATE OF CALIFORNIA, DO HEREBY CERTIFY THAT A TENTATIVE MAP OF "TRACT MAP NO. 7787, CITY OF OAKLAND, ALAMEDA COUNTY, CALIFORNIA", WAS PRESENTED TO THE CITY PLANNING COMMISSION AS PROVIDED BY THE "SUBDIVISION MAP ACT OF THE GOVERNMENT CODE; THAT AT A MEETING OF SAID CITY PLANNING COMMISSION, HELD ON JUNE 6, 2007, THE SAID COMMISSION APPROVED SAID TENTATIVE MAP UPON WHICH THIS MAP IS BASED.

IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 2007.

SCOTT MILLER  
SECRETARY OF THE CITY PLANNING COMMISSION  
OF THE CITY OF OAKLAND  
ALAMEDA COUNTY, STATE OF CALIFORNIA

**CITY CLERK'S STATEMENT**

I, LATONDA SIMMONS, CITY CLERK OF THE CITY COUNCIL OF THE CITY OF OAKLAND, STATE OF CALIFORNIA, DOES HEREBY CERTIFY THAT THE HEREIN EMBODIED MAP ENTITLED, "TRACT MAP NO. 7787, CITY OF OAKLAND, ALAMEDA COUNTY, CALIFORNIA", WAS PRESENTED TO THE COUNCIL OF THE CITY OF OAKLAND AT A REGULAR MEETING THEREOF HELD ON THE \_\_\_\_\_ DAY OF \_\_\_\_\_ 2007; AND THAT SAID COUNCIL DID THEREUPON, BY RESOLUTION NO. \_\_\_\_\_ APPROVED SAID MAP.

THE OFFER OF DEDICATION TENDERED ON THE OWNER'S STATEMENT ON THE HEREIN EMBODIED MAP ENTITLED "TRACT MAP NO. 7787" IS HEREBY CONDITIONALLY ACCEPTED IN ACCORDANCE WITH SECTION 15.24.130(C) OF THE OAKLAND MUNICIPAL CODE.

IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 2007.

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

**CITY ENGINEER'S STATEMENT**

I, RAYMOND M. DERANIA, INTERIM CITY ENGINEER, HAVING BEEN AUTHORIZED TO PERFORM THE FUNCTIONS OF THE CITY ENGINEER OF THE CITY OF OAKLAND, COUNTY OF ALAMEDA, STATE OF CALIFORNIA, FOR THE PURPOSE OF REVIEWING SUBDIVISION MAPS, DO HEREBY STATE THAT I HAVE EXAMINED THE HEREIN EMBODIED FINAL MAP ENTITLED "TRACT MAP NO. 7787, CITY OF OAKLAND, ALAMEDA COUNTY, CALIFORNIA", THAT THE SUBDIVISION AS SHOWN UPON SAID FINAL MAP IS SUBSTANTIALLY THE SAME AS THAT APPEARING ON THE TENTATIVE MAP APPROVED BY THE CITY PLANNING COMMISSION AND ANY APPROVED ALTERATIONS THEREOF; THAT SAID FINAL MAP COMPLIES WITH ALL PROVISIONS OF THE SUBDIVISION MAP ACT OF THE GOVERNMENT CODE AND LOCAL ORDINANCE APPLICABLE AT THE TIME OF APPROVAL OF THE TENTATIVE MAP; AND THAT I AM SATISFIED THAT THE FINAL MAP IS TECHNICALLY CORRECT;

IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 2007.

RAYMOND M. DERANIA R.C.E. 27815  
EXP. 03-31-08  
INTERIM CITY ENGINEER, CITY OF OAKLAND  
COUNTY OF ALAMEDA, STATE OF CALIFORNIA

**TRUSTEE STATEMENT**

THE UNDERSIGNED CORPORATION, AS TRUSTEE UNDER THE DEED OF TRUST RECORDED NOVEMBER 29, 2005, RECORDER SERIAL NO. 2005-507741 OF OFFICIAL RECORDS, ALAMEDA COUNTY, CALIFORNIA, DOES HEREBY JOIN IN AND CONSENT TO THE FOREGOING OWNER'S STATEMENT AND ALL DEDICATIONS SHOWN HEREON.

OLD REPUBLIC TITLE COMPANY, A CORPORATION

BY: \_\_\_\_\_  
TITLE: \_\_\_\_\_

**TRUSTEE'S ACKNOWLEDGMENT**

STATE OF \_\_\_\_\_ )  
COUNTY OF \_\_\_\_\_ ) SS

ON \_\_\_\_\_ 2007 BEFORE ME, \_\_\_\_\_ PERSONALLY APPEARED, \_\_\_\_\_ PERSONALLY KNOWN TO ME (OR 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.

WITNESS MY HAND AND OFFICIAL SEAL

NOTARY'S SIGNATURE \_\_\_\_\_

PRINTED NOTARY'S NAME \_\_\_\_\_

EXPIRATION OF NOTARY'S COMMISSION \_\_\_\_\_

PRINCIPAL PLACE OF BUSINESS \_\_\_\_\_ COUNTY \_\_\_\_\_

**TRUSTEE STATEMENT**

THE UNDERSIGNED CORPORATION, AS TRUSTEE UNDER THE DEED OF TRUST RECORDED SEPTEMBER 6, 2006, RECORDER SERIAL NO. 2006-338221 OF OFFICIAL RECORDS, ALAMEDA COUNTY, CALIFORNIA, DOES HEREBY JOIN IN AND CONSENT TO THE FOREGOING OWNER'S STATEMENT AND ALL DEDICATIONS SHOWN HEREON.

CALIFORNIA RECONVEYANCE COMPANY

BY: \_\_\_\_\_  
TITLE: \_\_\_\_\_

**TRUSTEE'S ACKNOWLEDGMENT**

STATE OF \_\_\_\_\_ )  
COUNTY OF \_\_\_\_\_ ) SS

ON \_\_\_\_\_ 2007 BEFORE ME, \_\_\_\_\_ PERSONALLY APPEARED, \_\_\_\_\_ PERSONALLY KNOWN TO ME (OR 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.

WITNESS MY HAND AND OFFICIAL SEAL

NOTARY'S SIGNATURE \_\_\_\_\_

PRINTED NOTARY'S NAME \_\_\_\_\_

EXPIRATION OF NOTARY'S COMMISSION \_\_\_\_\_

PRINCIPAL PLACE OF BUSINESS \_\_\_\_\_ COUNTY \_\_\_\_\_

**SURVEYOR'S STATEMENT**

THIS MAP WAS PREPARED BY ME OR UNDER MY DIRECTION AND IS BASED UPON A FIELD SURVEY IN CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCE AT THE REQUEST OF PETER VAN BILJOUW IN APRIL 2005. I HEREBY STATE THAT ALL THE MONUMENTS ARE OF THE CHARACTER AND OCCUPY THE POSITIONS INDICATED, AND THAT THE MONUMENTS ARE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED, AND THAT THIS FINAL MAP SUBSTANTIALLY CONFORMS TO THE CONDITIONALLY APPROVED TENTATIVE MAP.

GREGORY F. BRAZE  
LS 7625  
EXP. 12-31-2008



**TRACT MAP NO. 7787**

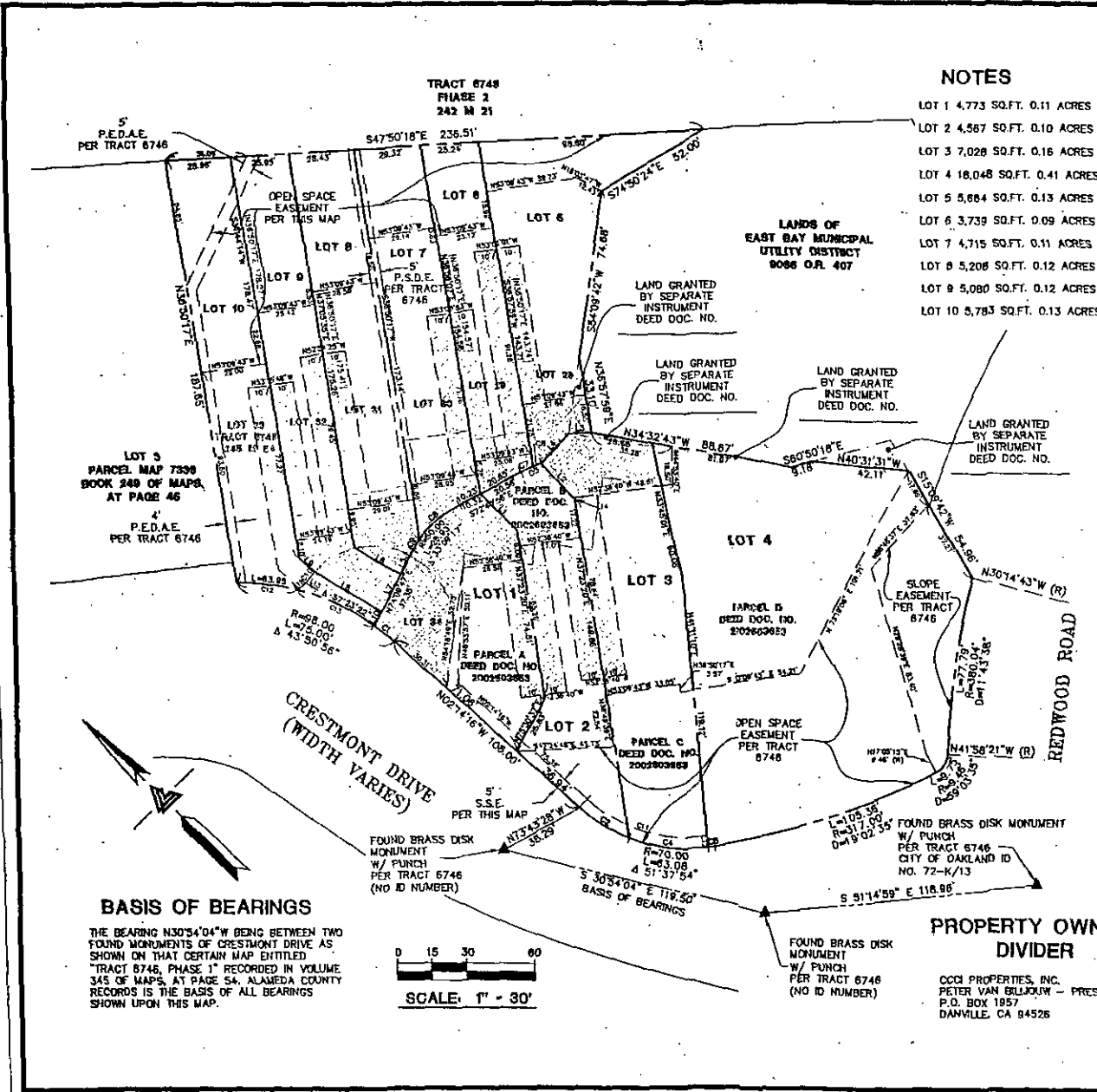
BEING A SUBDIVISION OF LOTS 28-34 AS SHOWN ON THE "TRACT 6746 PHASE 1", FILED JUNE 11, 1998, IN BOOK 245 OF MAPS, PAGES 52-54, ALONG WITH PARCELS A-D AS DESCRIBED IN DEED DOCUMENT NO. 2002603653 ALAMEDA COUNTY RECORDS

CITY OF OAKLAND -- ALAMEDA COUNTY -- CALIFORNIA  
JUNE 2007

**LEA & BRAZE ENGINEERING, INC.**  
CIVIL ENGINEERS - LAND SURVEYORS  
2495 INDUSTRIAL PARKWAY WEST  
HAYWARD, CALIFORNIA 94545  
(510) 887-4086  
FAX (510) 887-3019  
WWW.LEABRAZE.COM

EXHIBIT A





**LEGEND**

- PUBLIC UTILITY, PUBLIC STREET AND EAST BAY MUNICIPAL UTILITY DISTRICT EASEMENT
- PRIVATE ACCESS EASEMENT
- EASEMENT LINE
- LOT LINE TO BE REMOVED
- EASEMENT LINE TO BE REMOVED
- SUBDIVISION BOUNDARY
- FOUND MONUMENT AS NOTED
- [ ] DIMENSION OF PROPERTY LINE TO BE REMOVED PER THIS MAP
- S.S.E. SANITARY SEWER EASEMENT
- P.S.D.E. PRIVATE STORM DRAIN EASEMENT
- P.E.D.A.E. PEDESTRIAN ACCESS EASEMENT

**NOTES**

- LOT 1 4,773 SQ.FT. 0.11 ACRES
- LOT 2 4,587 SQ.FT. 0.10 ACRES
- LOT 3 7,028 SQ.FT. 0.16 ACRES
- LOT 4 18,048 SQ.FT. 0.41 ACRES
- LOT 5 5,684 SQ.FT. 0.13 ACRES
- LOT 6 3,739 SQ.FT. 0.09 ACRES
- LOT 7 4,715 SQ.FT. 0.11 ACRES
- LOT 8 5,208 SQ.FT. 0.12 ACRES
- LOT 9 5,080 SQ.FT. 0.12 ACRES
- LOT 10 5,783 SQ.FT. 0.13 ACRES

**LINE TABLE**

TAG#	BEARING	DISTANCE
L1	N00°34'44"E	23.09'
L2	N02°39'58"E	21.44'
L3	S47°23'43"E	10.01'
L4	N88°24'57"E	18.14'
L5	N74°09'47"E	12.42'
L6	N13°26'22"W	23.13'
L7	N74°09'47"E	18.23'
L8	N13°26'22"W	33.64'
L9	N01°34'34"W	8.67'
L10	N74°09'47"E	6.70'
L11	N82°37'07"W	4.97'
L12	N41°11'10"W	5.01'
L13	N11°25'23"E	(R)
L14	N02°39'58"E	1.01'

**CURVE TABLE**

TAG#	RADIUS	LENGTH	DELTA
C1	R=96.00	L=11.05'	Δ=08°27'34"
C2	R=70.00	L=25.43'	Δ=20°48'59"
C3	R=50.00	L=6.63'	Δ=11°01'52"
C4	R=50.00	L=34.72'	Δ=28°25'08"
C5	R=70.00	L=2.95'	Δ=02°23'47"
C6	R=50.00	L=3.78'	Δ=04°18'42"
C7	R=50.00	L=5.85'	Δ=06°42'02"
C8	R=50.00	L=23.16'	Δ=26°32'08"
C9	R=50.00	L=5.79'	Δ=05°38'04"
C10	R=35.00	L=6.92'	Δ=09°50'48"
C11	R=65.00	L=96.09'	Δ=49°26'24"
C12	R=95.00	L=28.63'	Δ=15°41'10"
C13	R=85.00	L=57.12'	Δ=21°42'11"

**NOTE:**

THIS REAL PROPERTY LIES WITHIN THE FOLLOWING HAZARDOUS AREA: A SEISMIC HAZARD ZONE - LANDSLIDE ZONE PURSUANT TO SECTION 2698 OF THE PUBLIC RESOURCES CODE. THESE HAZARDS MAY LIMIT YOUR ABILITY TO DEVELOP THE REAL PROPERTY, TO OBTAIN INSURANCE, OR TO RECEIVE ASSISTANCE AFTER A DISASTER. THE MAPS ON WHICH THESE DISCLOSURES ARE BASED ESTIMATE WHERE NATURAL HAZARDS EXIST. THEY ARE NOT DEFINITIVE INDICATORS OF WHETHER OR NOT A PROPERTY WILL BE AFFECTED BY A NATURAL DISASTER. TRANSFEREE(S) AND TRANSFEROR(S) MAY WISH TO OBTAIN PROFESSIONAL ADVICE REGARDING HAZARDS AND OTHER HAZARDS THAT MAY AFFECT THE PROPERTY.

**TRACT MAP NO. 7787**

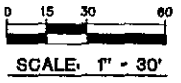
BEING A SUBDIVISION OF LOTS 28-34 AS SHOWN ON THE "TRACT 6746 PHASE 1", FILED JUNE 11, 1999, IN BOOK 245 OF MAPS, PAGES 52-54, ALONG WITH PARCELS A-D AS DESCRIBED IN DEED DOCUMENT NO. 2002803853 ALAMEDA COUNTY RECORDS

CITY OF OAKLAND ALAMEDA COUNTY CALIFORNIA  
SCALE 1"=30' JUNE 2007

**LEA & BRAZE ENGINEERING, INC.**  
CIVIL ENGINEERS - LAND SURVEYORS  
2485 INDUSTRIAL PARKWAY WEST  
HAYWARD, CALIFORNIA 94545  
(510) 887-4088  
FAX (510) 887-3019  
WWW.LEABRAZE.COM

**PROPERTY OWNER/  
DIVIDER**  
CCCI PROPERTIES, INC.  
PETER VAN BILJOUW - PRESIDENT  
P.O. BOX 1957  
DANVILLE, CA 94526

**BASIS OF BEARINGS**  
THE BEARING N30°54'04"W BEING BETWEEN TWO FOUND MONUMENTS OF CRESTMONT DRIVE AS SHOWN ON THAT CERTAIN MAP ENTITLED "TRACT 6746, PHASE 1" RECORDED IN VOLUME 345 OF MAPS, AT PAGE 54, ALAMEDA COUNTY RECORDS IS THE BASIS OF ALL BEARINGS SHOWN UPON THIS MAP.



FOUND BRASS DISK MONUMENT W/ PUNCH PER TRACT 6746 (NO ID NUMBER)

FOUND BRASS DISK MONUMENT W/ PUNCH PER TRACT 6746 (NO ID NUMBER)

FOUND BRASS DISK MONUMENT W/ PUNCH PER TRACT 6746 CITY OF OAKLAND ID NO. 72-K/13

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 B**

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

APPROVED FOR FORM AND LEGALITY

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

**SUBDIVISION IMPROVEMENT AGREEMENT**

**Deferred Construction of Public Infrastructure Improvements**

**1200 to 1290 Ariane Court, Chateau Montclair**

**Final Map - No. 7787**

This Agreement is between CCCI PROPERTIES, INC (DEVELOPER), a Nevada corporation, 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 ten (10) previously subdivided and contiguous lots located within the corporate limits of the CITY, which are identified by the Alameda County Assessor as parcel numbers 037A-3134-044-04/ 045-04/ 046-05/ 047-03/ 048-00/ 049/ 00, 050-00/ 051-00/ 052-00/ and 053-00 and by the CITY as 1200 through 1290 Ariane Court, who has presented a proposed Final Map, which is identified by the Alameda County Recorder as No. 7787, 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 10 developable lots.

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 0700068, 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. 7787 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 may be 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 may have been set forth above in paragraph 3, Special Conditions. Construction shall not be deemed complete until the public infrastructure permit has been finalized and an unconditional Certificate of Completion has been issued by the City Engineer.

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

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

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

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

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

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

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

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

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

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

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

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

**9. Inspection of Construction**

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

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

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

**11. Reversion to Acreage**

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

**12. Property Acquisition**

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

**13. Security**

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

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

1. **Faithful Performance Bond** in a face amount not less than **\$90,000**, 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 **\$45,0000**, 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 **\$22,500**, 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 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. 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 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**

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**

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. 7787, 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 0700068 Planning CU06173  
Creek Protection NA Building RB0602380  
Grading GR0300002 Encroachment NA

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

Subdivision: Final Map No. 7787 City Engineer's Estimate of the Cost of Improvements

Insurer: Insko Dico Surety: Indemnity Company of California

**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.

CCCI Properties \*

CITY OF OAKLAND

\_\_\_\_\_  
signature

\_\_\_\_\_  
signature

\_\_\_\_\_  
name

**RAYMOND M. DERANIA**  
City Engineer

\_\_\_\_\_  
title

\_\_\_\_\_  
date

\_\_\_\_\_  
date

\* *notarized acknowledgment required*

### LEGEND

PROPOSED	DESCRIPTION
---	BOUNDARY
---	RIGHT OF WAY LINE
---	PROPERTY LINE
---	RETAINING WALL
---	SUBIRIAN LINE
---	RASIKWATER PROFILE
---	BUILDING WALL
---	STORM DRAIN LINE
---	SANITARY SEWER LINE
---	WATER LINE
---	DRAINAGE SWALE OR DITCH
AD	AREA DRAIN
OCED	SANITARY SEWER CLEANOUT
OW	RAINWATER DOWNSPOUT
OW	CATCH BASIN
OW	SANITARY SEWER MANHOLE
WM	WATER METER
WM	FIRE HYDRANT
WV	WATER VALVE
LE	LIQUID LINE/ELECTRICIAN
PO	POWER POLE
CL	CLUB INLET
SL	SEWER LATERAL
SD	SPOT GRADE
FD	FLOW DIRECTION
CO	CONTOURS
---	OVER LAND DRAINAGE RELEASE FLOW

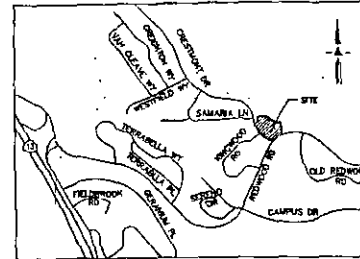
### ABBREVIATIONS

AB	AGGREGATE BASE	M.H.	MANHOLE
AC	ASPHALT CONCRETE	M.M.	MANSION
AD	AREA DRAIN	M.M.	MONUMENT
AD	BEGINNING OF CURVE	N.T.S.	NOT TO SCALE
AD	BOROUGH	N.C.	ON CENTER
AD	BACK OF WALL	P.D.	PEDICULAR
AD	ACTION OF WALL	P.S.E.	PUBLIC SERVICES EASEMENT
AD	CATCH BASIN	P.L.	POWER LINE
AD	CLUB AND CUTTER	P.U.E.	PUBLIC UTILITY EASEMENT
AD	CENTER LINE	P.O.D.	POLYETHYLENE DIBLENDE
AD	CONCRETE PLASTIC PIPE (SMOOTH INTERIOR)	R	RADIUS
AD	CLUB INLET	R.C.P.	REINFORCED CONCRETE PIPE
AD	CONCRETE	R.M.	R.M. ELEVATION
AD	CONSTRUCT - TOP	R/W	RIGHT OF WAY
AD	CURB YARD	S	SLOPE
AD	DRAINAGE	SAN	SANITARY
AD	DRAINAGE	SD	STORM DRAIN
AD	DRAINAGE	SDM	STORM DRAIN MANHOLE
AD	DRAINAGE	SH	SHED
AD	DRAINAGE	SPC	SPECIFICATION
AD	DRAINAGE	SS	SANITARY SEWER
AD	DRAINAGE	SSM	SANITARY SEWER MANHOLE
AD	DRAINAGE	STA	STATION
AD	DRAINAGE	STD	STANDARD
AD	DRAINAGE	STR	STRUCTURE
AD	DRAINAGE	TEL	TELEPHONE
AD	DRAINAGE	TOP	TOP OF CURB
AD	DRAINAGE	TOP	TOP OF FINISH
AD	DRAINAGE	TY	TYPICAL
AD	DRAINAGE	UV	TOP OF WALL
AD	DRAINAGE	V.C.	VERTICAL CURVE
AD	DRAINAGE	V.C.P.	VERTICAL CURVE POINT
AD	DRAINAGE	W	WATER
AD	DRAINAGE	W.M.	WATER METER
AD	DRAINAGE	W.W.	WATER WORKS

PRIOR TO COMMENCEMENT OF EXCAVATION CONTRACTOR SHALL CONTACT USA (800) 337-7000 FOR UNDERGROUND UTILITY LOCATION INFORMATION. CONTACT ENGINEER TO NOTIFY IF ANY CONFLICT.



# CHATEAU MONTCLAIR TRACT 6746, PHASE I LOTS 24, 25, AND 26 CRESTMONT & REDWOOD ROAD OAKLAND HILLS, CALIFORNIA



LOCATION MAP

### GENERAL NOTES

#### WORK REQUIREMENTS

IN THE EVENT ANY SPECIAL SEARCHING OF THE WORK IS REQUIRED BY THE OWNER OR THE CONTRACTOR, THE CONTRACTOR SHALL ARRANGE A CONFERENCE BEFORE ANY SUCH WORK IS BEGUN.

SITE EXAMINATION: THE CONTRACTOR AND ALL SUBCONTRACTORS SHALL IMMEDIATELY EVALUATE THE SITE AND FAMILIARIZE HIM/HERSELF WITH THE CONDITIONS UNDER WHICH THE WORK IS TO BE PERFORMED. THE CONTRACTOR SHALL VERIFY AT THE SITE ALL MEASUREMENTS AFFECTING HIS/HER WORK AND SHALL BE RESPONSIBLE FOR THE CORRECTIONS OF THE SAME. NO EXTRA COMPENSATION WILL BE ALLOWED TO THE CONTRACTOR FOR EXPENSES DUE TO HIS/HER NEGLIGENCE IN EXAMINE OR FAILURE TO DISCOVER CONDITIONS WHICH AFFECT HIS/HER WORK.

LEA AND SUNG ENGINEERING, INC. EXPRESSLY RESERVES ITS COMMON LAW COPYRIGHT AND OTHER PROPERTY RIGHTS IN THESE PLANS. THESE PLANS ARE NOT TO BE REPRODUCED, CHANGED OR COPIED IN ANY FORM OR MANNER WHATSOEVER, NOR ARE THEY TO BE ASSIGNED TO A THIRD PARTY WITHOUT FIRST OBTAINING THE WRITTEN PERMISSION AND CONSENT OF LEA AND SUNG ENGINEERING, INC. IN THE EVENT OF UNAUTHORIZED REUSE OF THESE PLANS BY A THIRD PARTY, THE THIRD PARTY SHALL HOLD HARMLESS LEA AND SUNG ENGINEERING, INC.

CONSTRUCTION IS ALWAYS LESS THAN PERFECT SINCE PROJECTS REQUIRE THE COORDINATION AND INSTALLATION OF MANY INDIVIDUAL COMPONENTS OF VARIOUS CONSTRUCTION METHODS. THESE DOCUMENTS CANNOT PORTRAY ALL COMPONENTS OR ASSEMBLIES EXACTLY. IT IS THE INTENTION OF THESE ENGINEERING DOCUMENTS THAT THEY REPRESENT A REASONABLE STANDARD OF CARE. IN THIS CONTEXT, IT IS ALSO PRESUMED BY THESE DOCUMENTS THAT CONSTRUCTION REVIEW SERVICES WILL BE PROVIDED BY THE ENGINEER. UNLESS THE OWNER NOT RETAIN THE ENGINEER TO PROVIDE SUCH SERVICES OR SHOULD REFUSE TO RETAIN THE ENGINEER TO PROVIDE ONLY PARTIAL OR LIMITED SERVICES, THEN IT SHALL BE THE OWNER'S AND CONTRACTOR'S RESPONSIBILITY TO FULLY RECONNOITER AND PROVIDE THAT STANDARD OF CARE.

IF THE OWNER OR CONTRACTOR OBSERVES OR SUSPECTS NEGLIGENCE, AWARE OF ANY FAULT OR DEFECT IN THE PROJECT OR MISCONDUCT IN THE CONTRACT DOCUMENTS, PROMPT WRITTEN NOTICE MUST BE GIVEN BY THE OWNER AND/OR CONTRACTOR TO THE ENGINEER.

THE ENGINEER SHALL NOT HAVE CONTROL OF OR CHARGE OF AND SHALL NOT BE RESPONSIBLE FOR CONSTRUCTION MEANS, METHODS, TECHNIQUES, SEQUENCES, OR PROCEDURES, OR FOR SAFETY PRECAUTIONS AND PROGRAMS IN CONNECTION WITH THE WORK, FOR THE ACTS OF OMISSIONS OF THE CONTRACTOR, SUBCONTRACTORS, OR ANY OTHER PERSONS PERFORMING ANY OF THE WORK, OR FOR THE FAILURE OF ANY OF THEM TO CARRY OUT THE WORK IN ACCORDANCE WITH THE CONTRACT DOCUMENTS.

#### SITE PROTECTION

PROTECT ALL LANDSCAPING THAT IS TO REMAIN. ANY DAMAGE OR LOSS RESULTING FROM EXCAVATION, DRIVING, OR CONSTRUCTION WORK SHALL BE CORRECTED OR REPLACED BY THE CONTRACTOR AT NO ADDITIONAL COST TO THE OWNER. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE LOCATION OF ALL EXISTING SITE UTILITIES AND SHALL COORDINATE THEIR REMOVAL OR MODIFICATIONS (IF ANY) TO AVOID ANY INTERFERENCE OF SERVICE TO ADJACENT AREAS. THE GENERAL CONTRACTOR SHALL INFORM HIM/HERSELF OF APPLICABLE REGULATIONS AND CARRY OUT HIS/HER WORK IN COMPLIANCE WITH ALL FEDERAL AND STATE REQUIREMENTS TO REDUCE FIRE HAZARDS AND DAMAGES TO THE PUBLIC.

#### STANDARD DRAWING NOTES

ALL GENERAL NOTES, SHEET NOTES, AND LEGEND NOTES FOUND IN THESE DOCUMENTS SHALL APPLY. TYPICALLY THROUGHOUT IF PROVISIONS ARE FOUND IN THE VARIOUS INDICATIONS, NOTIFY THE ENGINEER IMMEDIATELY BY WRITING REQUESTING CLARIFICATION.

THESE DRAWINGS AND THEIR CONTENTS ARE AND SHALL REMAIN THE PROPERTY OF LEA AND SUNG ENGINEERING, INC. WHETHER THE PROJECT FOR WHICH THEY ARE PREPARED IS COMPLETED OR NOT, THEY ARE NOT TO BE USED BY ANY PERSONS ON OTHER PROJECTS OR EXTENSIONS OF THE PROJECT EXCEPT BY AGREEMENT IN WRITING AND WITH APPROPRIATE COORDINATION TO THE ENGINEER.

ALL WORK SHALL COMPLY WITH APPLICABLE CODES AND TRADE STANDARDS WHICH GOVERN EACH PHASE OF WORK INCLUDING, BUT NOT LIMITED TO, CALIFORNIA MECHANICAL CODE, CALIFORNIA PLUMBING CODE, CALIFORNIA ELECTRICAL CODE, CALIFORNIA FIRE CODE, CALIFORNIA STANDARD AND SPECIFICATIONS, AND ALL APPLICABLE STATE AND/OR LOCAL CODES AND/OR LEGISLATION.

IT IS THE RESPONSIBILITY OF THE CONTRACTOR AND ALL SUBCONTRACTORS TO CHECK AND VERIFY ALL CONDITIONS, DIMENSIONS, LINES AND LEVELS INDICATED PRIOR TO AND ATTACHMENT OF ALL PARTS IS REQUIRED. SHOULD THERE BE ANY DISCREPANCIES, IMMEDIATELY NOTIFY THE ENGINEER FOR CORRECTION OR ADJUSTMENT. THE EVENT OF FAILING TO DO SO, THE CONTRACTOR SHALL BE RESPONSIBLE FOR CORRECTION OF ANY ERROR.

ALL DIMENSIONS AND CONDITIONS SHALL BE CHECKED AND VERIFIED ON THE JOB BY EACH SUBCONTRACTOR BEFORE HIS/HER BEGINS HIS/HER WORK. ANY ERRORS, OMISSIONS, OR DISCREPANCIES SHALL BE BROUGHT TO THE ATTENTION OF THE OWNER/CONTRACTOR BEFORE CONSTRUCTION BEGINS.

COMMENCEMENT OF WORK BY THE CONTRACTOR AND/OR ANY SUBCONTRACTOR SHALL INDICATE KNOWLEDGE AND ACCEPTANCE OF ALL CONDITIONS EXISTING IN THESE CONSTRUCTION DOCUMENTS, OR EXISTING ON SITE, WHICH COULD AFFECT THEIR WORK.

### REFERENCES

ARCHITECT	MEDWANT ASSOC. INC. 12281 SAN JOAQUIN-SUNNYVALE RD. SUITE D SARATOGA, CA. 95070 (408) 898-1744 FAX (408) 895-1742
CIVIL ENGINEER	LEA & SUNG ENGINEERING, INC. 2485 INDUSTRIAL PARKWAY WEST HAYWARD, CA. 94545 (510) 887-4098 FAX (510) 887-3019
STRUCTURAL ENGINEER	RC CONSULTING ENGINEERS, INC. 3641 DOTTLE RD. SAN JOSE, CA. 95123 FAX (408) 2288157
SOIL ENGINEER	ALAN MOFFAT & ASSOCIATES, INC. 2140 SHATTUCK AVE. BERKELEY, CA. 94704 (510) 841-3099 FAX (510) 841-8337
TOPOGRAPHIC SURVEY	LANDFORD LAND SURVEYING 4203 MACARTHUR BLVD. OAKLAND, CA. 94612 (510) 530-5200
ARBORIST	C.L. SHEPPARD 835 WILSON ST. OAKLAND, CA. 94610 (510) 530-5200

### SHEET INDEX

C-1	TITLE SHEET LOTS 24, 25 AND 26
C-2	LOT 24 GRADING & DRAINAGE PLAN
C-3	LOT 25 GRADING & DRAINAGE PLAN
C-4	LOT 26 GRADING & DRAINAGE PLAN
C-5	DRIVEWAY PROFILES AND SITE SECTIONS
C-6	GRADING SPECIFICATIONS
C-7	EROSION CONTROL PLAN - WINTER 2002-2003



LEA & SUNG ENGINEERING, INC.  
CIVIL ENGINEERS - LAND SURVEYORS  
1485 INDUSTRIAL PARKWAY WEST  
HAYWARD, CALIFORNIA 94545  
(510) 887-4098  
FAX (510) 887-3019

CHATEAU MONTCLAIR TRACT 6746, PHASE I  
LOTS 24, 25, AND 26  
OAKLAND HILLS, CALIFORNIA  
ALABAMA COUNTY

TITLE SHEET  
LOTS 24, 25, AND 26

DATE	1-10-03
SCALE	AS NOTED
DRAWN BY	PC
CHECKED BY	LE
DATE	1-10-03
SCALE	AS NOTED
DRAWN BY	LE
SHEET NO.	C-1

EXHIBIT B

FILED  
OFFICE OF THE CITY CLERK  
OAKLAND

# CITY OF OAKLAND

## AGENDA REPORT

2007 SEP -6 PM 12:19

TO: Office of the City Administrator  
ATTN: Deborah A. Edgerly  
FROM: Finance and Management Agency  
DATE: September 18, 2007

RE: **RESOLUTION APPROVING THE MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF OAKLAND AND THE OAKLAND PARK RANGERS' ASSOCIATION, REPRESENTING EMPLOYEES IN REPRESENTATION UNIT R01, COVERING THE PERIOD OF JULY 1, 2006 TO JUNE 30, 2008**

### SUMMARY

The City of Oakland has reached a tentative agreement on wages and other terms and conditions of employment with the Oakland Park Rangers' Association. Key provisions include increases to salaries and a two year agreement effective July 1, 2006 through June 30, 2008.

### FISCAL IMPACT

The proposed two year contract will cost the City an estimated \$ 122,087 in increased wages, retirement and other fringe benefits for FY 2006-07 and FY 2007-08.

Details are provided below:

Description	FY 2006-07	FY 2007-08	Total
Negotiated Salary Increases	4.0%	4.0%	
Incremental Cost to General Purpose Fund (GPF)	\$42,495	\$71,595	\$114,090.00
Negotiated Shift Differential	+.58 per hour		
Incremental Cost to General Purpose Fund (GPF)	\$1,412	\$6,585	\$7,997.00
<b>Total</b>			\$122,087.00

Item # \_\_\_\_\_  
September 18, 2007  
City Council

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## **BACKGROUND**

The current Memorandum of Understanding between the City of Oakland and the Oakland Park Rangers' Association expired June 30, 2006. This tentative labor agreement represents the culmination of negotiations that began in the Spring of 2007 with representatives of the Oakland Rangers' Association, who represent approximately eight (8) employees of the Oakland Police Department. Items of significance include a salary increase of four percent (4%) for FY 2006-07 and four percent for (4%) FY 2007-08; modified bilingual pay language providing for skill testing in accordance with the City's Equal Access Ordinance; the elimination of paid time off on Christmas Eve or New Year's Eve to enhance safety services in exchange for an additional floating holiday; and an increase in the swing shift differential from 87¢ per hour to \$1.45 per hour.

## **KEY ISSUES AND IMPACTS**

This tentative agreement brings the salary of the Rangers' in line with those of City employees represented by IFPTE, Local 21; SEIU, Local 790; and IBEW, Local 1245. Those collective bargaining agreements all expire on June 30, 2008 and include a four percent (4%) wage increase effective July 1, 2006 and June 30, 2007.

## **SUSTAINABLE OPPORTUNITIES**

No sustainable opportunities have been identified.

## **DISABILITY AND SENIOR CITIZEN ACCESS**

There are no Americans with Disabilities Act (ADA) or senior citizen access issues contained in this report.

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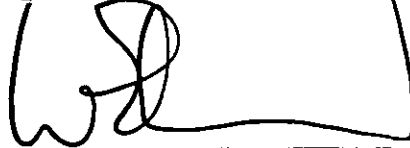
**RECOMMENDATION AND RATIONALE**

Staff recommends that Council approve the tentative agreement negotiated with the Oakland Park Rangers' Association. The tentative agreement meets the interests of both parties and represents a fair and reasonable settlement.

**ACTION REQUESTED OF THE CITY COUNCIL**

Staff recommends that the City Council approve the resolution.


Respectfully submitted,



William E. Noland  
Director, Finance and Management Agency

Prepared by:  
Trinette Gist Skinner, Principal Human Resource  
Analyst  
Office of Personnel Resource Management

APPROVED AND FORWARDED TO THE  
CITY COUNCIL:

  
OFFICE OF THE CITY ADMINISTRATOR

FILED  
OFFICE OF THE CITY CLERK  
OAKLAND

APPROVED AS TO FORM AND LEGALITY

  
OAKLAND CITY ATTORNEY'S OFFICE

2007 SEP -6 PM 12:36 OAKLAND CITY COUNCIL

Resolution No. \_\_\_\_\_ C.M.S.

---

**RESOLUTION APPROVING THE MEMORANDUM OF UNDERSTANDING  
BETWEEN THE CITY OF OAKLAND AND THE OAKLAND PARK RANGERS'  
ASSOCIATION, REPRESENTING EMPLOYEES IN REPRESENTATION UNIT  
R01, COVERING THE PERIOD OF JULY 1, 2006 TO JUNE 30, 2008**

**WHEREAS**, the Memorandum of Understanding to be entered into between the City of Oakland and the Oakland Park Rangers' Association has been presented to the City Council for determination pursuant to Section 3505.1 of the Government Code of the State of California; and

**WHEREAS**, the terms and conditions contained in said Memorandum of Understanding are in the best interests of the City, now, therefore; be it

**RESOLVED:** that said agreement be, and is, hereby approved; and, be it

**FURTHER RESOLVED:** that the provisions of said Memorandum of Understanding are effective as of July 1, 2006.

IN COUNCIL, OAKLAND, CALIFORNIA, \_\_\_\_\_, 2007

**PASSED BY THE FOLLOWING VOTE:**

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

NOES-

ABSENT-

ABSTENTION-

ATTEST: \_\_\_\_\_

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

INTRODUCED BY COUNCILMEMBER \_\_\_\_\_

FILED  
OFFICE OF THE CITY CLERK  
OAKLAND

*Tracy Chris*

City Attorney

**OAKLAND CITY COUNCIL**

ORDINANCE NO. \_\_\_\_\_ C.M.S.

2007 SEP -6 PM 12:50

**AN ORDINANCE AMENDING THE SALARY SCHEDULE OF ORDINANCE NO. 12187 (THE SALARY ORDINANCE) TO INCREASE THE SALARIES OF EMPLOYEES BY 4% FOR FISCAL YEAR 2006-07 AND 2007-2008, PURSUANT TO THE RECENTLY APPROVED MEMORANDUM OF UNDERSTANDING FOR THE OAKLAND PARK RANGERS ASSOCIATION.**

**WHEREAS**, the Memorandum of Understanding between the City of Oakland and the Oakland Park Rangers Association has been approved by the parties pursuant to Section 3505.1 of the Government Code of the State of California; and

**WHEREAS**, said agreement has been, and is, approved; now, therefore increases to salaries of 4% for both fiscal years 2006-07 and 2007-08 for employees represented by the Oakland Park Rangers Association.

**THE COUNCIL OF THE CITY OF OAKLAND DOES ORDAIN AS FOLLOWS:**

**Section 1.** Effective, date of passage, the classifications and associated salaries listed in the current Memorandum of Understanding between the City and the Oakland Park Rangers Association, are increased by 4% effective July 1, 2006.

**Section 2.** Effective, date of passage, the classifications and associated salaries listed in the current Memorandum of Understanding between the City and the Oakland Park Rangers Association, are increased by 4% effective June 30, 2007.

IN COUNCIL, OAKLAND, CALIFORNIA, \_\_\_\_\_, 20\_\_\_\_

**PASSED BY THE FOLLOWING VOTE:**

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

NOES-

ABSENT-

ABSTENTION-

ATTEST: \_\_\_\_\_  
LaTonda Simmons  
City Clerk and Clerk of the Council  
of the City of Oakland, California