

Introduced by

Approved for Form and Legality

Councilmember

03/17/2004 11:53

F. Faiz

City Attorney

OAKLAND CITY COUNCIL  
79820

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

**RESOLUTION APPROVING A SUBDIVISION IMPROVEMENT AGREEMENT WITH MARINWOOD ENTERPRISES, INC., FOR THE FINAL MAP FOR TRACT 7502 FOR CONSTRUCTION OF PUBLIC INFRASTRUCTURE IMPROVEMENTS FOR THE PRAIRIE STONE I RESIDENTIAL HOME PROJECT AT 313 105th AVENUE**

**WHEREAS**, the developer of the Prairie Stone I residential home project, Marinwood Enterprises, a California corporation (no. C2465840), is the Subdivider of previously divided parcels identified as Tract 7502 and collectively addressed as 313, 319, and 323 105th Avenue; and

**WHEREAS**, the Planning Commission of the City of Oakland approved the Tentative Map and companion land use entitlements for Tract 7502 on March 17, 2004; and

**WHEREAS**, the Subdivider has acquired by purchase for valuable consideration all real property comprising Tract 7502; and

**WHEREAS**, the Subdivider has complied with the terms and conditions attached to the Tentative Map for Tract 7502, and the City Engineer has determined that the Final Map for Tract 7502 is substantially the same as the Tentative Map approved by the Planning Commission and that the Final Map is technically correct and accurately delineates the metes and bounds of the twenty-two proposed lots and the proposed 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; and

**WHEREAS**, the City Engineer has further determined that the Final Map for Tract 7502 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 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 publicly and privately maintained surface and subsurface improvements within the existing public rights-of-way and proposed on-site public easements; and

**WHEREAS**, the City Engineer has approved said plans and specifications for infrastructure permit no. PX0400047 for construction of said improvements; and

**WHEREAS**, at the time of approval of said Final Map, the Subdivider will not have completed and the City will not have accepted the necessary public infrastructure improvements required for the project; and

**WHEREAS**, pursuant to Government Code section 66462 and Municipal Code section 16.20.100, the Subdividers may record a Final Map before completing the 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 said Final Map by the Council of the City of Oakland, the Subdivider has executed a Subdivision Improvement Agreement, attached hereto as Exhibit A, assuring the timely construction, unconditional warrantee, and prescribed maintenance of all required publicly and privately maintained infrastructure improvements within the public right-of-way; and

**WHEREAS**, pursuant to Government Code section 66499 *et seq.* and Municipal Code section 16.20.100, the Subdivider has posted sufficient securities in the form of surety bonds, attached hereto as Exhibit B, that are sufficient in estimated amounts to the City Engineer; and

**WHEREAS**, said surety bonds are intended to secure the Subdivider's performance under Exhibit A guaranteeing the construction of the public infrastructure improvements and the payment of laborers and material and equipment suppliers and warranting the performance and maintenance of the completed work for the period of time prescribe in said Agreement; and

**WHEREAS**, that subject to the approval by the Council of the City of Oakland of the Subdivision Improvement Agreement, the City Engineer has recommended that the City Council approve the Final Map for Tract 7502; 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 Marinwood Enterprises, Inc., for the Final Map for Tract 7502 is 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 said Agreement shall be obtained prior to execution of said Agreement by the City Administrator 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 endorsed Final Map for Tract 7502 for simultaneous recordation by the Alameda County 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, APR 4 2006, 2006**

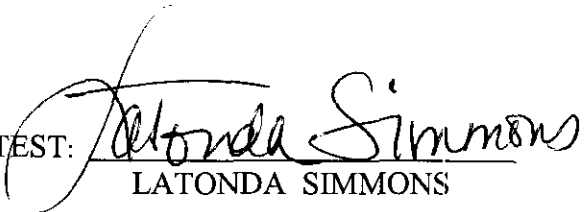
PASSED BY THE FOLLOWING VOTE:

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

NOES - 0

ABSENT - 0

ABSTENTION - 0

ATTEST:   
LATONDA SIMMONS

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

**OWNER'S STATEMENT**

WARRENWOODS ENTERPRISES, INC., A CALIFORNIA CORPORATION, HEREBY STATES THAT IT IS THE OWNER OF THE LAND DELINEATED AND EMBRACED WITHIN THE EXTERIOR BOUNDARY LINES OF THE HEREIN ENCLOSED FINAL MAP ENTITLED "TRACT 7502, PRAIRIE STONE I, CITY OF OAKLAND, ALAMEDA COUNTY, CALIFORNIA" CONSISTING OF FOUR (4) SHEETS, THAT SAID OWNER ACQUIRED TITLE TO SAID LAND BY VIRTUE OF THE GRANT DEED RECORDED DECEMBER 23, 2002, SERIES NO. 2002800993, OFFICIAL RECORDS OF ALAMEDA COUNTY, CALIFORNIA; AND THAT IT CONSENTS TO THE PREPARATION AND FILING OF THIS MAP.

THE AREA DESIGNATED "WOODEN CREEK LAKE" IS A PRIVATE ACCESS EASEMENT AND IS FOR THE PURPOSES OF INGRESS AND EGRESS OF THE HOMEOWNERS OF TRACT 7502 AND THEIR GUESTS INCLUDING, BUT NOT LIMITED TO THE MAINTENANCE AND REPAIR OF PUBLIC SANITARY SEWERS AND APPURTENANCES, PUBLIC WATER LINES AND APPURTENANCES, PUBLIC UTILITIES AND APPURTENANCES, PRIVATE STORM DRAINS AND APPURTENANCES.

THE AREAS MARKED "10' WIDE MAIN SANITARY SEWER EASEMENT" (SSE) ARE HEREBY DEDICATED TO THE CITY OF OAKLAND AS A PERPETUAL EASEMENT FOR THE PURPOSE OF CONSTRUCTING, REPLACING, MAINTAINING, OPERATING AND USING, AS THE GRANTEE MAY SEE FIT, FOR THE TRANSMISSION OF WASTEWATER, A PIPE AND ALL NECESSARY FITTINGS IN, UNDER, ALONG AND ACROSS SAID EASEMENT, TOGETHER WITH THE RIGHT OF INGRESS TO SAID EASEMENT AND EGRESS THEREOF.

THE UNDERSIGNED HEREBY DEDICATE TO THE CITY OF OAKLAND FOREVER THE RIGHT TO CONSTRUCT AND MAINTAIN PUBLIC UTILITIES AND ALL THEIR APPURTENANCES THERETO UNDER, ON AND OVER THE STRIPS OF LAND DESIGNATED AS "PUBLIC UTILITY EASEMENT" (PUE) ON SAID MAP AND THE RIGHT TO ENTER UPON SAID LAND FOR THE PURPOSE OF CONSTRUCTING, MAINTAINING, RECONSTRUCTING OR REPAIRING SAID PUBLIC UTILITIES AND THEIR APPURTENANCES.

THE AREAS DESIGNATED AS EMERGENCY VEHICULAR ACCESS EASEMENT (EVAE) ARE FOR THE PURPOSES OF INGRESS AND EGRESS OF EMERGENCY VEHICLES.

THE AREAS DESIGNATED AS "PRIVATE STORM DRAIN EASEMENT"(PSDE) ARE HEREBY RESERVED FOR THE BENEFIT OF THE OWNERS AND APPURTENANT TO LOTS 1 THROUGH 22 OF TRACT 7502 FOR CONSTRUCTION AND PRIVATE MAINTENANCE AND REPLACEMENT OF PRIVATE STORM DRAINAGE AND ALL APPURTENANCES TO SAID FACILITIES, UNDER, ON AND OVER SAID AREAS OF LAND, SAID MAINTENANCE IS THE RESPONSIBILITY OF THE OWNERS OF LOTS 1 THROUGH 22 OF TRACT 7502 OR THE SUBSEQUENT HOMEOWNERS' ASSOCIATION.

THE AREAS DESIGNATED AS PRIVATE ACCESS EASEMENT (PAE) ARE FOR THE INGRESS AND EGRESS OF THE OWNERS OF THE LOTS 1 THROUGH 22 WITHIN TRACT 7502 INCLUDING THEIR GUESTS.

THE AREAS DESIGNATED AS PRIVATE SIDEWALK EASEMENT (PSE) ARE FOR THE OWNERS OF THE LOTS 1 THROUGH 22 WITHIN TRACT 7502, INCLUDING THEIR GUESTS FOR PEDESTRIAN PURPOSES.

THE AREAS DESIGNATED AS PRIVATE PARKING EASEMENT (PPE) ARE FOR PRIVATE PARKING PURPOSES AND ARE FOR THE EXCLUSIVE USE BY THE OWNER OF THE LOT SAID PPE'S ABUT TO.

THE AREAS DESIGNATED AS PRIVATE WALKWAY EASEMENT (PWE) ARE FOR PRIVATE WALKWAY PURPOSES AND ARE FOR THE EXCLUSIVE USE BY THE OWNER OF THE LOT SAID PWE'S ABUT TO.

WARRENWOODS ENTERPRISES, INC.  
A CALIFORNIA CORPORATION

By: John Miller, President  
Name / Title

**OWNER'S ACKNOWLEDGEMENT**

STATE OF CALIFORNIA )  
COUNTY OF ALAMEDA ) SS

ON Oct 11, 2005 BEFORE ME, MARGARET A. MILLER  
A NOTARY PUBLIC IN AND FOR SAID STATE, PERSONALLY APPEARED

STAVAN MARIO  
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 CAPACITIES, AND THAT BY HIS/HER/THEIR SIGNATURE(S) ON THE INSTRUMENT THE PERSON(S) OR THE ENTITY UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT.

WITNESS MY HAND AND OFFICIAL SEAL

SIGNATURE Margaret A. Miller  
PRINT NAME Margaret A. Miller

**TRUSTEE'S STATEMENT**

THE UNDERSIGNED, BANK OF WALNUT CREEK, AS TRUSTEE UNDER THAT CERTAIN DEED OF TRUST RECORDED ON JANUARY 8, 2005 TRUST AS INSTRUMENT NO. 2005-4298, OFFICIAL RECORDS OF ALAMEDA COUNTY, DOES HEREBY CONSENT TO THE PREPARATION AND FILING OF THIS MAP.

BANK OF WALNUT CREEK

BY: Andrea Head DATE: 10-14-05  
BY: Andy DATE: \_\_\_\_\_

**TRUSTEE'S STATEMENT**

THE UNDERSIGNED, TICOOR TITLE COMPANY OF CALIFORNIA, AS TRUSTEE UNDER THAT CERTAIN DEED OF TRUST RECORDED ON APRIL 27, 2006 TRUST AS INSTRUMENT NO. 2006-16706, OFFICIAL RECORDS OF ALAMEDA COUNTY, DOES HEREBY CONSENT TO THE PREPARATION AND FILING OF THIS MAP.

TICOOR TITLE COMPANY OF CALIFORNIA

BY: Nick White DATE: 10-14-05  
BY: Michael A. White III DATE: 10-14-05

**TRUSTEE'S ACKNOWLEDGEMENT**

STATE OF CALIFORNIA )  
COUNTY OF ALAMEDA )

ON 10-11-05 BEFORE ME, LYNNE P. BART  
A NOTARY PUBLIC IN AND FOR SAID STATE, PERSONALLY APPEARED

Stavan Mario  
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 CAPACITIES, AND THAT BY HIS/HER/THEIR SIGNATURE(S) ON THE INSTRUMENT THE PERSON(S) OR THE ENTITY UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT.

WITNESS MY HAND AND OFFICIAL SEAL  
SIGNATURE L. Bart  
PRINT NAME Lynne P. Bart  
10-11-2005  
1-13-2006

**SURVEYOR'S STATEMENT**

I, GENE J. FOCKERT JR., HEREBY STATE THAT I AM A LICENSED LAND SURVEYOR IN THE STATE OF CALIFORNIA, THAT THIS MAP ENTITLED "TRACT PRAIRIE STONE I, CITY OF OAKLAND, ALAMEDA COUNTY, CALIFORNIA" CONSISTING OF FOUR (4) SHEETS, WAS PREPARED BY ME OR UNDER MY DIRECTION, THAT IT CORRECTLY REPRESENTS A SURVEY IN CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCE, MADE UNDER MY DIRECTION DURING THE MONTH OF SEPTEMBER, 2004, THAT THE SURVEY IS TRUE AND COMPLETE AS SHOWN, THAT ALL OF THE MONUMENTS ARE OF THE CHARACTER AND QUALITY OF THE POSITIONS INDICATED, OR WILL BE SET IN THOSE POSITIONS ON OR BEFORE DECEMBER 31, 2005 AND THAT SAID MONUMENTS WILL BE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED; I HEREBY STATE THAT THIS FINAL MAP SUBSTANTIALLY CONFORMS TO THE APPROVED OR CONDITIONALLY APPROVED TENTATIVE MAP.

THE AREA OF THE SUBDIVISION IS 1.90 ACRES, MORE OR LESS.

Gene J. Fockert Jr.  
GENE J. FOCKERT JR., P.L.S. NO. 8008  
LICENSE EXPIRES 12/31/2006  
DATE: 10/11/05



State of California  
County of Contra Costa  
on to me as before me, Mark Sanchez,  
A Notary Public in and for said State, personally  
appeared, Andrea Head, personally known to  
me (or proved to me on the basis of satisfactory  
evidence) Witness My Hand and Seal  
Date: 10-14-05  
Comm. # 1450110  
Mark Sanchez

**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 CERTIFY THAT I HAVE EXAMINED THE HEREON ENCLOSED FINAL MAP ENTITLED "TRACT 7502, 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 AT THE PLANNING COMMISSION MEETING HELD ON MARCH 17, 2004 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 HERETO SET MY HAND THIS  
DAY OF \_\_\_\_\_, 2005.

INTERIM CITY ENGINEER, R.C.E. NO. 27815  
CITY OF OAKLAND, ALAMEDA COUNTY  
STATE OF CALIFORNIA  
LICENSE EXPIRES MARCH 31, 2008

**CLERK OF THE BOARD OF SUPERVISORS' CERTIFICATE**

I, CRYSTAL K. HISHIDA, CLERK OF THE BOARD OF SUPERVISORS OF THE COUNTY OF ALAMEDA, STATE OF CALIFORNIA, DO HEREBY CERTIFY:

- [ ] THAT AN APPROVED BOND HAS BEEN FILED WITH SAID BOARD IN THE AMOUNT OF \$ \_\_\_\_\_ CONDITIONED FOR PAYMENT OF ALL TAXES AND SPECIAL ASSESSMENTS COLLECTED AS TAXES WHICH ARE A LIEN AGAINST THE LAND EMBRACED WITHIN THE EXTERIOR BOUNDARY LINES UPON THE HEREIN ENCLOSED FINAL MAP OF ANY PORTION THEREOF BUT NOT YET PAYABLE AND WAS DULY APPROVED BY SAID BOARD IN SAID AMOUNT.
- [ ] THAT ALL TAXES AND SPECIAL ASSESSMENTS COLLECTED AS TAXES HAVE BEEN PAID AS CERTIFIED BY THE TREASURER-TAX-COLLECTOR OF ALAMEDA COUNTY.

IN WITNESS WHEREOF, I HAVE HERETO SET MY HAND THIS  
DAY OF \_\_\_\_\_, 2005.

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

**TRACT 7502  
PRAIRIE STONE I**

A SUBDIVISION OF A PORTION OF LOTS 29 & 30  
"MAP OF CUNHA & WALKER PROPERTY"  
MAP BOOK 24, PAGE 90, RECORDED AUG. 2, 1909

CITY OF OAKLAND, ALAMEDA COUNTY, CALIFORNIA  
OCTOBER 2005



**WORLDWIDE**

Land Survey and Civil Engineering Inc.  
111 Center Avenue, Suite F  
Pacifica, CA 94053  
P.O. Box #377 Concord, CA 94521  
Ph: (925) 466-1999 Fax: (925) 666-8883

**SECRETARY OF THE PLANNING COMMISSION'S STATEMENT**

I, GARY V. PATTON, SECRETARY OF THE PLANNING COMMISSION, CITY OF OAKLAND, STATE OF CALIFORNIA, DO HEREBY CERTIFY THAT THE TENTATIVE MAP ENTITLED "TRACT 7502, CITY OF OAKLAND, ALAMEDA COUNTY, CALIFORNIA", WAS APPROVED BY THE PLANNING COMMISSION ON THE 17TH DAY OF MARCH, 2004.

IN WITNESS WHEREOF, I HAVE HERETO SET MY HAND THIS  
DAY OF \_\_\_\_\_, 2005.

GARY V. PATTON, SECRETARY OF THE  
PLANNING COMMISSION, CITY OF OAKLAND

**CITY CLERK'S STATEMENT**

I, CEDA FLOOD, CITY CLERK AND CLERK OF THE COUNCIL OF THE CITY OF OAKLAND, STATE OF CALIFORNIA, DO HEREBY CERTIFY THAT THE FINAL MAP ENTITLED "TRACT 7502, PRAIRIE STONE I, 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 \_\_\_\_\_, 2005 AND THAT SAID COUNCIL DID AT SAID REGULAR MEETING BY RESOLUTION NO. \_\_\_\_\_ APPROVE SAID MAP.

I HEREBY ACCEPT ON BEHALF OF THE CITY OF OAKLAND THE AREA DESIGNATED AS PUE (PUBLIC UTILITY EASEMENT) AND SSE (SANITARY SEWER EASEMENT) IN ACCORDANCE WITH SECTION 18.12.090 OF THE OAKLAND MUNICIPAL CODE.

IN WITNESS WHEREOF, I HAVE HERETO SET MY HAND THIS  
DAY OF \_\_\_\_\_, 2005

CEDA FLOOD, CITY CLERK AND CLERK OF  
THE COUNCIL OF THE CITY OF OAKLAND

**RECORDER'S STATEMENT**

FILED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2005 AT \_\_\_\_\_ U  
IN BOOK \_\_\_\_\_ OF MAPS AT PAGE \_\_\_\_\_ AT THE REQUEST OF  
WORLDWIDE INC.

PATRICK O'CONNELL  
COUNTY RECORDER DEPUTY COUNTY RECORDER

EXHIBIT A

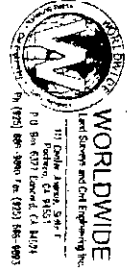
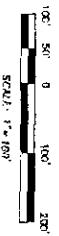
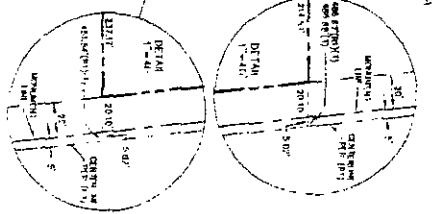
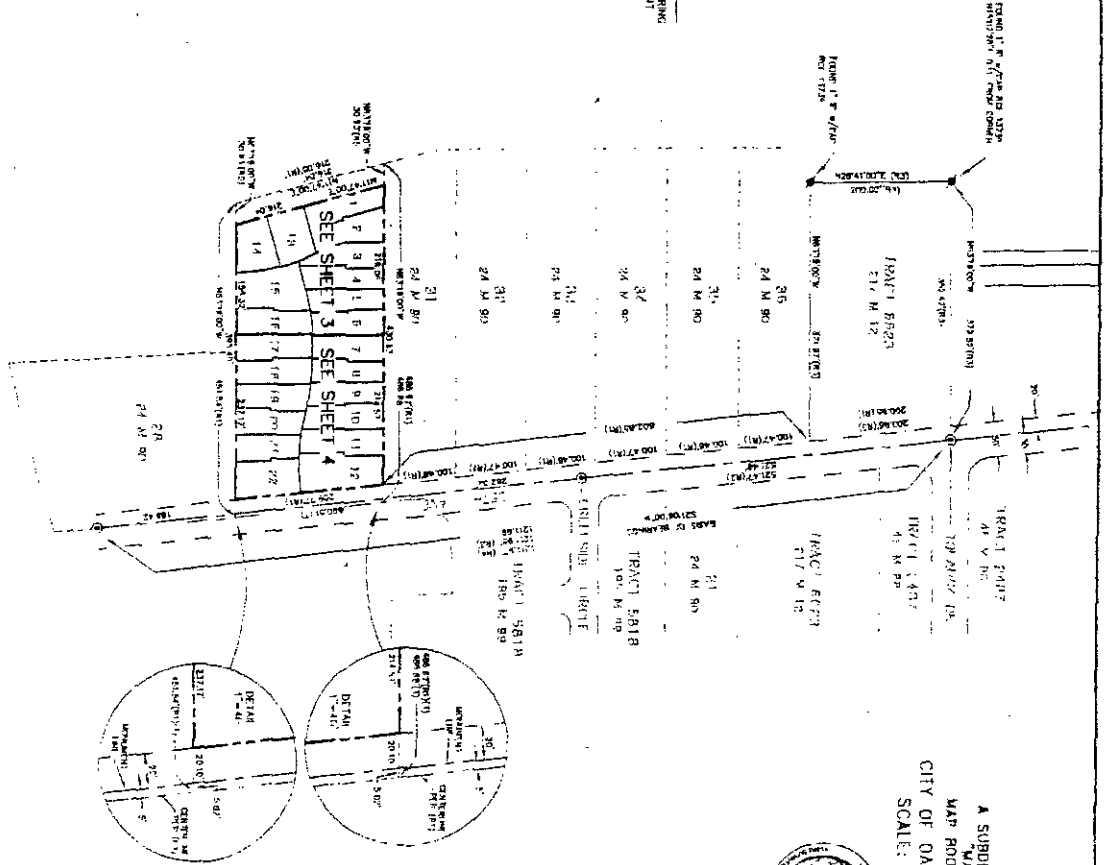
SCALE

SHEET 2 OF 4

- LEGEND**
- MONUMENT LINE
  - RIGHT OF WAY LINE
  - ⊙ FOUND STAKE/OD CITY STREET IMPROVEMENTS
  - ⊙ SET 5/8" REBAR WITH CAP (SHEATH)
  - (R1) RECORD PLS 24 M 90
  - (R2) RECORD PLS 195 M 90
  - (R3) RECORD PLS 217 M 12
  - (R4) RECORD PLS CITY OF OAKLAND
  - (R5) FIELD BOOK 11 246 A-10
  - (R6) RECORD PLS 504 M 88 269
  - (R7) RECORD PLS 889 M 48 149
  - (1) TOTAL DISTANCE

**BASIS OF BEARINGS**

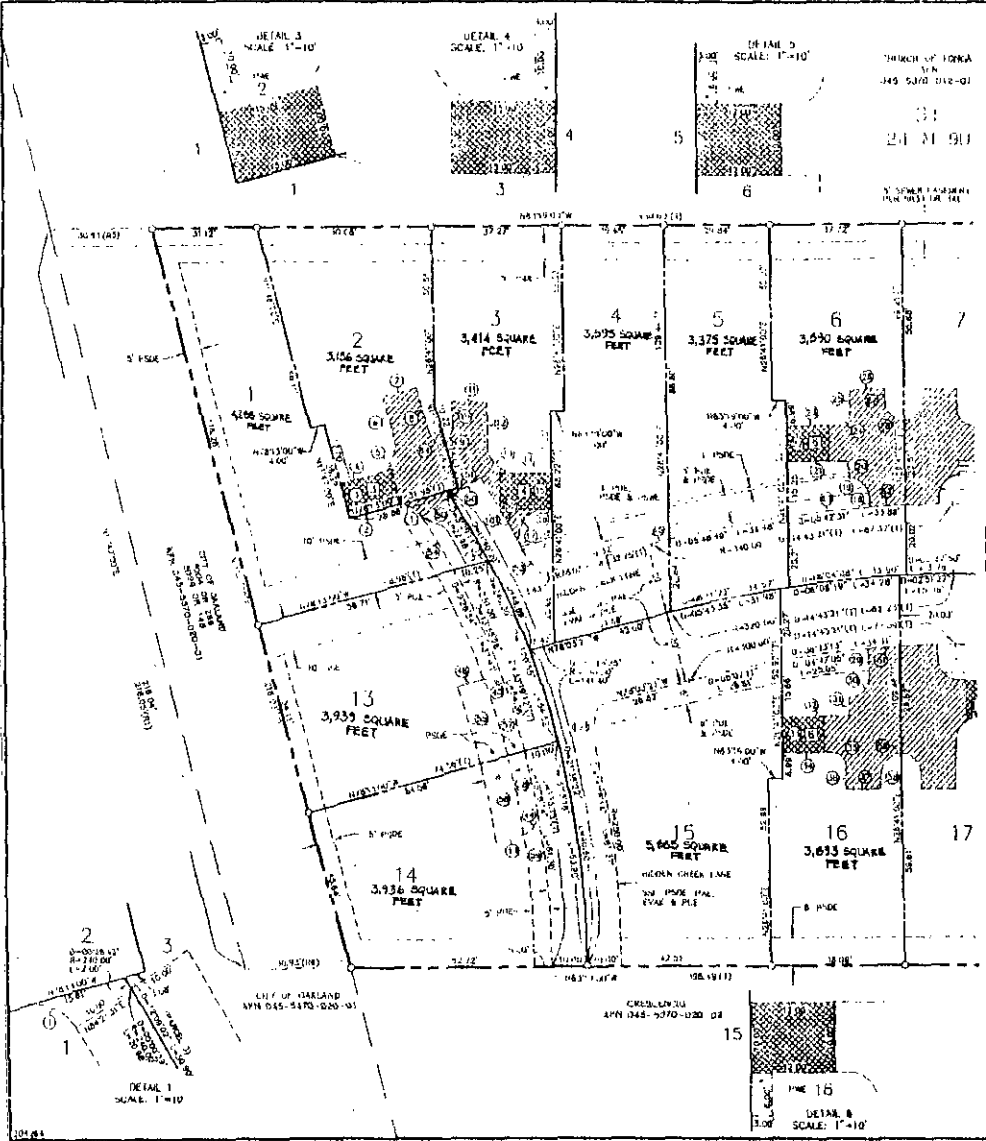
THE BASIS OF BEARINGS FOR THIS MAP IS THE BEARING BETWEEN THE FOUND MONUMENTS ON THE MONUMENT LINE OF 10TH AVENUE AS SHOWN ON THE MONUMENT RECORD SHEET AND DEED BOOK 277 PAGE 17, ALAMEDA COUNTY RECORDS, VOLUME 45, 5710870M.



**TRACT 7502**  
**PRAIRIE STONE 1**

A SUBDIVISION OF A PORTION OF LOTS 29, & 30  
 MAP OF CUNHA & WALKER PROPERTY,  
 MAP BOOK 24, PAGE 90, RECORDED AUG. 2, 1909  
 CITY OF OAKLAND, ALAMEDA COUNTY, CALIFORNIA  
 SCALE: 1"=100'  
 OCTOBER, 2005

EXHIBIT A



# TRACT 7502 PRAIRIE STONE I

A SUBDIVISION OF A PORTION OF LOTS 29 & 30  
"MAP OF CUNHA & WALKER PROPERTY"  
MAP BOOK 24, PAGE 90, RECORDED AUG. 2, 1909  
CITY OF OAKLAND, ALAMEDA COUNTY, CALIFORNIA  
SCALE: 1"=20'      OCTOBER, 2005



**WORLDWIDE**  
Land Surveys and Civil Engineering Inc.  
111 Foster Avenue, Suite 7  
Oakland, CA 94612  
P.O. Box 6127 Alameda, CA 94524  
Ph (925) 884-9900 Fax (925) 686-3883

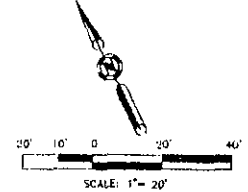
LINE TABLE

LINE	BEARING	DISTANCE
1	N 81° 17' 00" E	11.20
2	N 43° 47' 30" E	10.70
3	S 63° 15' 00" W	10.75
4	S 11° 17' 30" W	13.50
5	S 70° 3' 00" W	10.22
6	N 11° 17' 00" E	12.50
7	N 26° 4' 00" E	7.30
8	N 63° 19' 00" W	10.20
9	N 63° 19' 00" E	12.00
10	N 63° 19' 00" W	10.24
11	N 26° 4' 00" E	10.00
12	N 63° 19' 00" W	2.09
13	N 26° 19' 29" E	3.50
14	N 26° 11' 00" E	4.49
15	N 63° 19' 00" W	13.35
16	N 63° 19' 00" E	10.00
17	N 63° 19' 00" W	14.25
18	N 26° 11' 00" E	6.00
19	N 63° 19' 00" W	10.00
20	N 26° 11' 00" E	3.30
21	N 23° 15' 00" E	3.70
22	N 63° 19' 00" E	5.46
23	N 63° 19' 00" W	10.22
24	N 26° 4' 00" E	10.00
25	N 63° 19' 00" W	14.35
26	N 26° 11' 00" E	11.35
27	N 23° 15' 00" E	2.70
28	N 63° 19' 00" E	5.46
29	N 63° 19' 00" W	10.22
30	N 26° 4' 00" E	10.00
31	N 63° 19' 00" W	14.35
32	N 26° 11' 00" E	7.30
33	N 63° 19' 00" W	10.20
34	N 26° 11' 00" E	2.70
35	N 63° 19' 00" W	10.20
36	N 26° 11' 00" E	2.70
37	N 63° 19' 00" W	29.00

CURVE TABLE

CURVE	RADIUS	DELTA	LENGTH
1	7.00	22° 34' 31"	8.47
2	8.00	30° 59' 00"	12.57
3	1.00	174° 1' 25"	1.50
4	8.00	30° 59' 00"	12.57
5	7.75	15° 40' 17"	15.62
6	6.00	57° 18' 28"	9.41
7	1.00	90° 00' 00"	6.28
8	5.47	88° 17' 31"	8.43
9	8.00	30° 59' 00"	12.57
10	4.00	50° 00' 00"	6.46
11	5.83	39° 59' 00"	9.16
12	8.00	30° 59' 00"	12.57
13	8.00	30° 59' 00"	12.57
14	30.00	05° 16' 15"	53.02
15	30.00	14° 4' 48"	6.64
16	230.00	04° 22' 32"	17.50
17	217.00	05° 32' 25"	22.71
18	217.00	05° 51' 31"	22.71
19	210.00	04° 19' 31"	8.63
20	230.00	04° 16' 14"	16.78
21	230.00	11° 06' 13"	14.52
22	300.00	01° 16' 00"	1.26
23	340.00	01° 14' 02"	10.18
24	340.00	03° 29' 29"	7.69
25	1.30	93° 21' 35"	5.10
26	140.00	00° 30' 32"	9.25
27	250.00	05° 37' 29"	13.31
28	270.00	02° 59' 28"	12.13

- LEGEND
- SUBDIVISION BOUNDARY
  - - - LOT LINE
  - - - EASEMENT
  - ▨ HIDE, PAL. EASE & HUE
  - ▩ PFE, PAL. EASE, HSD & PUE
  - ② DETAIL NUMBER
  - ⊙ FOUND STANDARD CITY STREET MONUMENT
  - FOUND MONUMENT AS NOTED
  - "X" 3/8" REBAR WITH CAP LS8630
  - (R1) RECORD PER 24 M 90
  - (R2) RECORD PER 154 M 99
  - (R3) RECORD PER 271 M 12
  - (R4) RECORD PER CITY OF OAKLAND
  - (R5) RECORD PER 748-A-10
  - (R6) RECORD PER 5004 OR 268
  - (R7) RECORD PER 3059 OR 148
  - (L) TOTAL DISTANCE
  - LVAE EMERGENCY VEHICULAR ACCESS EASEMENT
  - PAE PRIVATE ACCESS EASEMENT
  - PEE PRIVATE PARKING EASEMENT
  - HSD PRIVATE STORM DRAIN EASEMENT
  - SEW PRIVATE SIDEWALK EASEMENT
  - PUE PUBLIC UTILITY EASEMENT
  - SE SEWARIARY SEWER EASEMENT
  - D DELTA
  - R RADIUS
  - L LENGTH

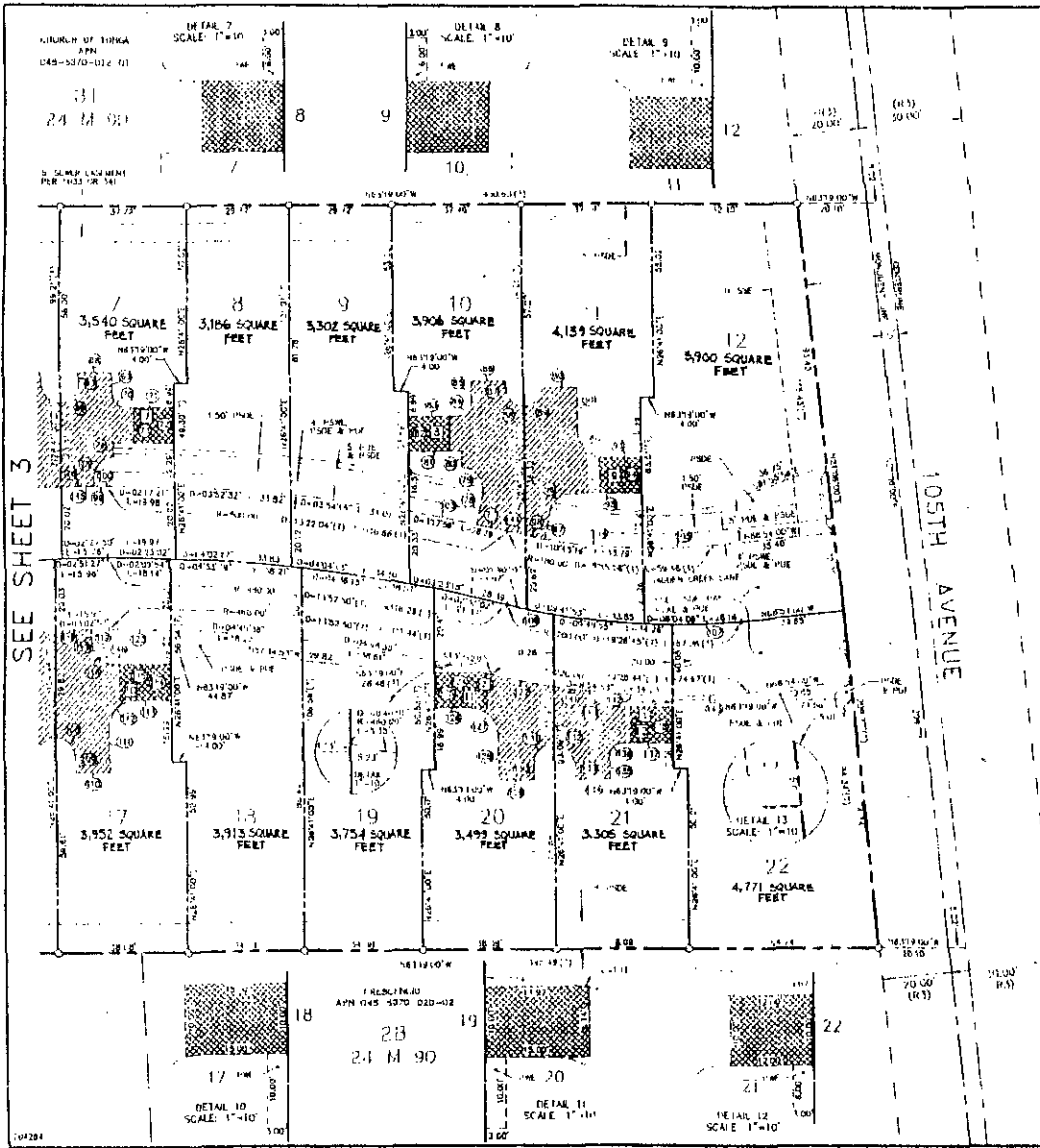


BASIS OF BEARINGS

THE BASIS OF BEARINGS FOR THIS MAP IS THE BEARING BETWEEN THE FOUND MONUMENTS ON THE APPROXIMATE LINE OF 103TH AVENUE AS SHOWN ON THE MAP OF TRACT 8623, FILED IN MAP BOOK 217, PAGE 12, ALAMEDA COUNTY RECORDS, TAKEN AS S21°04'00"W.

SEE SHEET 4

EXHIBIT A



LINE	BEARING	DISTANCE
1	N 89° 15' 00" W	10.00
2	S 89° 15' 00" E	10.00
3	N 00° 00' 00" W	10.00
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## TRACT 7502 PRAIRIE STONE I

A SUBDIVISION OF A PORTION OF LOTS 29 & 30  
"MAP OF CUNHA & WALKER PROPERTY"  
MAP BOOK 24, PAGE 90, RECORDED AUG. 2, 1909  
CITY OF OAKLAND, ALAMEDA COUNTY, CALIFORNIA  
SCALE: 1"=20'      OCTOBER, 2005

**WORLDWIDE**  
Land Survey and Civil Engineering Inc.  
101 Center Avenue, Suite F  
Piedmont, CA 94626  
P.O. Box 6327 Concord, CA 94524  
Ph (925) 686-9890 Fax (925) 686-9883

### LEGEND

- SUBDIVISION BOUNDARY
- - - LOT LINE
- EASEMENT
- ▨ PSDE, PAE, EVAE & PPL
- ▩ PPL, PAE, EVAE, PSDE & PPE
- (2) DETAIL NUMBER
- ⊙ FOUND STANDARD CITY STREET MONUMENT
- ⊙ FOUND MONUMENT AS NOTED
- ⊙ SET 3/8" REBAR WITH CAP L06630
- (R1) RECORD PER 24 M 90
- (R2) RECORD PER 195 M 99
- (R3) RECORD PER 271 M 12
- (R4) RECORD PER CITY OF OAKLAND FIELD BOOK LL 248-4-10
- (R5) RECORD PER 2004 OR 260
- (R6) RECORD PER 5059 OR 148
- (1) TOTAL INSTANT
- EVAE EMINENT VEHICULAR ACCESS EASEMENT
- PAE PRIVATE ACCESS EASEMENT
- PPL PRIVATE PARKING EASEMENT
- PSDE PRIVATE STORM DRAIN EASEMENT
- PPE PRIVATE SIDEWALK EASEMENT
- PUE PUBLIC UTILITY EASEMENT
- PSE PRIVATE SEWER EASEMENT
- Δ DELTA
- R RADIOS
- L LENGTH

SCALE: 1"=20'

BASIS OF BEARINGS

THE BASIS OF BEARINGS FOR THIS MAP IS THE BEARING BETWEEN THE FOUND MONUMENTS ON THE MONUMENT LINE OF 105TH AVENUE AS SHOWN ON THE MAP OF TRACT 0623, FILED IN MAP BOOK 217, PAGE 12, ALAMEDA COUNTY RECORDS, TAKEN AS 9211670"W.

SHEET 4 OF 4

SEE SHEET 3

105TH AVENUE

EXHIBIT A





# EXHIBIT B

## SUBDIVISION IMPROVEMENT BOND FAITHFUL PERFORMANCE (CALIFORNIA)

Bond S810305  
Initial Premium \$11,701.00

KNOW ALL BY THESE PRESENTS, That Marinwoods Enterprises, Inc. as Principal and the Financial Pacific Insurance Company, a corporation organized and existing under the laws of the State of California and authorized to transact surety business in the State of California, as Surety, are held and firmly bound unto City of Oakland as Oblige, in the sum of Seven hundred thousand sixty four and 92/100 (\$780,064.92), for the payment whereof, well and truly to be made, said principal and Surety bind themselves, their heirs, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, That WHEREAS, the Principal on Unknown entered into a certain Agreement or Contract with the Oblige wherein the Principal agreed to complete the following improvements:

Prairie Stone I Tract No. 7502

as more fully set forth in said Agreement.

NOW, THEREFORE, if the Principal shall well and truly perform and fulfill all of the covenants, terms and conditions of the said Agreement, then this obligation shall be null and void; otherwise to remain in full force and effect. Provided however:

- (1) That as part of the obligation secured hereby and in addition to the face amount specified therefore, there shall be included costs and reasonable expenses and fees, including reasonable attorney's fees, incurred by Oblige in successfully enforcing such obligation, all to be taxed as costs and included in any judgment rendered;
- (2) That the Surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Agreement or to the work to be performed there under or the specifications accompanying the same shall in anywise affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Agreement or to the work or to the specifications;
- (3) That no right of action shall accrue hereunder to or for the benefit of any person, firm or corporation other than the Oblige named herein.

Signed, sealed and dated February 17, 2006.

Marinwoods Enterprises, Inc.  
Principal

Steven Marin

Steven Marin, President

Financial Pacific Insurance Company

By John F. Arents Attorney-in-Fact

P.O. Box 292220  
Sacramento, CA 95829

Address

# EXHIBIT B

## SUBDIVISION IMPROVEMENT BOND LABOR AND MATERIAL (CALIFORNIA)

Bond S810305	
Premium \$ <u>Included in Performance</u> Bond	
KNOW ALL BY THESE PRESENTS, That <u>Marinwoods Enterprises, Inc.</u> as Principal, and the	
<u>Financial Pacific Insurance Company</u> , a corporation organized and existing	
under the laws of the State of <u>California</u> and authorized to transact surety business in the State	
of California, as Surety, are held and firmly bound unto <u>City of Oakland</u>	
for the use and benefit of any and all persons entitled to file claim under Title 15 (commencing with Section 3082) of Part 4 of Division	
3 of the Civil Code of the State of California, in the sum of <u>Seven hundred eighty thousand sixty</u>	
<u>four and 92/100</u> (\$ <u>780,064.92</u> ).	
for the payment whereof, well and truly to be made, said Principal and Surety bind themselves, their heirs, administrators, successors and	
assigns, jointly and severally, firmly by these presents.	
THE CONDITION OF THIS OBLIGATION IS SUCH, That WHEREAS, the Principal entered into a certain Agreement or Contract	
with the Oblige, dated the <u>unknown</u> day of _____, _____, wherein the Principal has	
agreed to complete the following improvements: <u>Prairie Stone I Tract No. 7502</u>	
as more fully set forth in said agreement.	
NOW THEREFORE, if the Principal shall pay all contractors, subcontractors, laborers, materialmen and other persons employed in the	
performance of the Agreement, for materials furnished or labor thereon of any kind, or for amounts due under the Unemployment	
Insurance Act with respect to such work or labor, then this obligation shall be null and void; otherwise, to remain in full force and effect.	
Provided, however:	
(1) That said Surety will pay the same in an amount not exceeding the amount hereinafter set forth, and also in case suit is	
brought upon this bond, will pay, in addition to the face amount thereof, costs and reasonable expenses and fees, including	
attorney's fees, incurred by County (or City) in successfully enforcing such obligation, to be awarded and fixed by the court,	
and to be taxed as costs and to be included in the judgment therein rendered;	
(2) That the Surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of said	
Agreement or the specifications accompanying the same shall in any manner affect its obligations on this bond, and it does	
hereby waive notice of any such change, extension, alteration or addition.	
(3) That the time for filing suit on this bond shall be limited to six (6) months from date of completion of said improvements as	
"completion" is defined under applicable sections of the Civil Code of The State of California.	
Signed and sealed this <u>17th</u> day of <u>February</u> , 2006.	
<u>Marinwoods Enterprises, Inc.</u> Principal	<u>Financial Pacific Insurance Company</u> Surety
<u>Steven Marin</u>	By <u>John F. Arents</u> Attorney-in-Fact
<u>Steven Marin, President</u>	<u>P.O. Box 292220</u> <u>Sacramento, CA 95829</u> Address

**EXHIBIT B**  
**LIMITED POWER OF ATTORNEY**  
*Financial Pacific Insurance Company*

BOND NUMBER 5810305

POWER NUMBER 810305

PRINCIPAL Marinwoods Enterprises, Inc.

PENAL SUM \$780,064.92

KNOW ALL MEN BY THESE PRESENTS, that Financial Pacific Insurance Company, a California corporation (the "Company"), does hereby make, constitute and appoint:

**John F. Arents, Linda L. Brown**

its true and lawful Attorneys-in-Fact, with limited power and authority for and on behalf of the Company as surety, to execute, deliver and affix the seal of the Company thereto if a seal is required on bonds, undertakings, recognizances or other written obligations in the nature thereof as follows:

**Bid, Performance, Payment, Subdivision and Miscellaneous Bonds up to \$2,000,000.00**

and to bind the Company thereby. This Power of Attorney is signed and sealed by facsimile under and by the authority of the following resolutions adopted by the Board of Directors of Financial Pacific Insurance Company at the meeting duly held July 6, 1995, which are now in full force and effect:

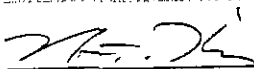
RESOLVED, that the President or any Vice President, in conjunction with the Secretary or any Assistant Secretary, may appoint attorneys-in-fact or agents with authority as defined or limited in the instrument evidencing the appointment in each case, for and on behalf of the Company, to execute and deliver and affix the seal of the Company to bonds, undertakings, recognizances, and suretyship obligations of all kinds; and said officers may remove any such attorney-in-fact or agent and revoke any power of attorney previously granted such person.

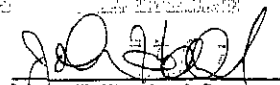
RESOLVED FURTHER, that any bond, undertaking, recognizance, or suretyship obligation shall be valid and binding upon the Company when signed and sealed (if a seal be required) by one or more attorneys-in-fact pursuant to and within the limits of the authority evidenced by the power of attorney issued by the Company to such person or persons.

RESOLVED FURTHER, that the signature of any authorized officer and the seal of the Company may be affixed by facsimile to any power of attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, any such signature and seal when so used shall have the same force and effect as though manually affixed.

IN WITNESS WHEREOF, Financial Pacific Insurance Company has caused these presents to be signed by its proper officers, and its corporate seal to be hereunto affixed this 15th day of March, 2004.



  
Robert T. Kingsley, President

  
John R. Hollingshead, Secretary

STATE OF CALIFORNIA, COUNTY OF SACRAMENTO  
On this 15th day of March, 2004, personally came before me Robert T. Kingsley and John R. Hollingshead, to me known to be the individuals and officers of Financial Pacific Insurance Company, who executed the above instrument, and they have acknowledged the execution of the same, and being by me duly sworn, did severally depose and say that they are the said officers of the corporation aforesaid and that the seal affixed to the above instrument is the seal of the corporation, and that said corporate seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority of the Board of Directors of said corporation.

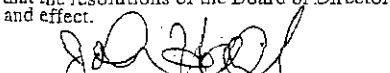


  
Rebekah Moeller, Notary Public

**CERTIFICATE**

I, the undersigned Secretary of Financial Pacific Insurance Company, a California corporation, DO HEREBY CERTIFY that this Power of Attorney remains in full force and effect and has not been revoked and furthermore, that the resolutions of the Board of Directors set forth, and that the relevant provisions of the By-Laws of the Company, are now in full force and effect.

Signed and sealed at Sacramento, this 17th day of February, 2006

  
John R. Hollingshead, Secretary

Financial Pacific  
Insurance Company  
seal must  
be affixed.

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: D. Ma

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

APPROVED FOR FORM AND LEGALITY

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

## **SUBDIVISION IMPROVEMENT AGREEMENT**

### **Deferred Construction of Public Infrastructure Improvements**

### **PRAIRIE STONE I Project**

### **Final Map - Tract No. 7502**

This Agreement is between MARINWOODS ENTERPRISES, INC. ("DEVELOPER"), a California corporation (number C 2465840), and the City of Oakland ("CITY"), a California municipal corporation.

#### **RECITALS**

The DEVELOPER is the owner and subdivider of two (2) contiguous parcels located within the corporate limits of the City of Oakland and identified by Alameda County Assessor's Parcel Numbers 045-5370-013-01 and 045-5370-014-01, attached hereto, who has presented a Final Map to the Council of the City of Oakland that proposes a merger of the original two (2) lots of this platted land and its re-subdivision into twenty two (22) lots, which is identified as subdivision Tract No. 7502.

As a condition precedent to the approval of the proposed Final Map for Tract No. 7502, the CITY requires the irrevocable dedication of public streets, paths, and other rights-of-way and of public easements shown on the map. In addition, the CITY requires construction of public infrastructure improvements within these rights-of-way and easements and off-site on other CITY rights-of-way that customarily include 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 to accept the dedication of the public rights-of-way and public easements shown on the map and the permanent maintenance of the public infrastructure improvements shown on the plans accompanying permit number PX0400047 and included in *Exhibit A*, attached hereto.

Construction of the public infrastructure improvements, however, has not been completed nor accepted by the CITY. Consequently, the parties desire to establish an Agreement binding the DEVELOPER to complete the improvements within three years of the date that this Agreement is fully executed and filed for recordation with the Alameda County Recorder in consideration of the approval of the subdivision Final Map and acceptance of the irrevocable offers of dedication of public rights-of-way and public easements and acceptance of the permanent maintenance of the improvements.

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

**1. Approval of Final Map**

Approval of the Final Map for the subdivision of Tract No. 7502 by Resolution of the Council of the City of Oakland 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 on-site and off-site public infrastructure improvements in strict accordance with all permits, specifications, plans and applicable CITY standards and performance criteria as specified in *Exhibit A* and set forth below in paragraph 3, Special Conditions.

**3. Special Conditions**

The DEVELOPER shall comply with the special conditions as follows:

A. Public infrastructure 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 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 public infrastructure improvements shall conform with the requirements of all Conditions of Approval for the Prairie Stone I 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 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 public infrastructure improvements shall be completed by the DEVELOPER within one (1) year of the date of recordation of this Agreement, except those improvements for which another completion date is stated in *Exhibit A* or set forth above in paragraph 3, Special Conditions. Construction shall not be deemed complete until the Public Infrastructure permit has been finalized by the City Engineer.

B. The City Administrator may extend the time for completion of said 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 by the City Engineer of the public infrastructure improvement permit, 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 final approval by the City Engineer of the public infrastructure improvement permit, 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 rights-of-way and public easements irrevocably 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 said permit is unconditionally approved by the CITY.

**7. Maintenance of Improvements**

Until one (1) year has elapsed following final approval by the City Engineer of the public infrastructure improvement permit, the DEVELOPER shall maintain the construction of the 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 final approval by the City Engineer of the public infrastructure improvement permit, the DEVELOPER warrants that the improvements, and the equipment and materials provided for the improvements are and will be free from defects and guarantees that the construction of the improvements is and will be free from deficiencies and that the 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/or equipment and materials, or approval of the construction and/or equipment and materials inspected, or statement by any officer, agent, or employee of the CITY indicating the construction and/or 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/or 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 stopped 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 final approval by the City Engineer of the public infrastructure improvement permit and prior to acceptance by the CITY of the on-site and off-site 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 the City Engineer's total (one-hundred percent) estimated cost of the on-site and off-site public infrastructure improvements to secure faithful performance of this Agreement by the DEVELOPER, in an amount of **\$520,043.28**; and

**2. Labor and Materials Bond** in a face amount not less than one-half (fifty percent) of the City Engineer's total estimated cost of the 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, in an amount of **\$260,021.64**.

**B.** Before final approval of the Public Infrastructure Improvement permit, the following security shall be presented:

**Maintenance Bond** in a face amount not less than one-quarter (twenty-five percent) of the City Engineer's total estimated cost of the on-site and off-site public infrastructure improvements to secure faithful performance of paragraphs 7, Maintenance, and 8, Guarantee and Warranty, above, in an amount of **\$130,010.82**. This Maintenance Bond shall remain in effect for not less than one year after the date of acceptance by the City Engineer of the improvements required by this Agreement.

**C.** Pursuant to Government Code section 66499.4, the obligation guaranteed by each bond shall include costs and reasonable expenses and fees, including reasonable attorneys' 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 in a form provided by Government Code Section 66499.3 by the DEVELOPER 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 which 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** 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** 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**. 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**.

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's 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 Tract No. 7502, 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 and are attached as *Exhibit A*:

CITY permits:	Public Infrastructure	PX 0400047	Planning	CMDV 03125/ ER 030009
	Creek Protection	CP 05055	Building	RB 0405532/ RB 0405533/
	Grading	GR 0400092		RB 0405534

Resolutions: \_\_\_\_\_ C.M.S. \_\_\_\_\_ C.M.S.

Subdivision: Final Map - Track 7502 City Engineer's Estimate of the Cost of Improvements

Insurer Financial Pacific Insurance Surety Financial Pacific Insurance

**21. Constructive Notice**

DEVELOPER shall cause this Agreement to be filed for recordation in the Official Records of Alameda County within five 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.

**MARINWOODS ENTERPRISES, Inc.**

**CITY OF OAKLAND**

\_\_\_\_\_  
signature

\_\_\_\_\_  
signature

\_\_\_\_\_  
name

**DEBORAH EDGERLY**  
City Administrator

\_\_\_\_\_  
title

\_\_\_\_\_  
date

\_\_\_\_\_  
date