

Introduced by

Approved for Form and Legality

2006 OCT -5 PM 12: 22

*F. Faiz*

Councilmember

City Attorney

**OAKLAND CITY COUNCIL**

**Resolution No. 80202 C.M.S.**

**RESOLUTION CONDITIONALLY APPROVING THE FINAL MAP FOR TRACT 7582 FOR THE SAUSAL CREEK HOMES SUBDIVISION AT 2470 26th AVENUE AND CONDITIONALLY ACCEPTING IRREVOCABLE OFFERS OF DEDICATION FOR ON-SITE PUBLIC ACCESS AND PUBLIC UTILITY EASEMENTS**

**WHEREAS**, the residential developer of a single-family dwelling project, Homeplace Initiatives, Inc., a California corporation (no. C1956928), is the Subdivider of a single parcel identified by the Alameda County Assessor as APN 026-0773-007-00, by the Alameda County Recorder as Tract 7582, and by the City of Oakland as 2470 26th Avenue, and by the developer as Sausal Creek Homes; and

**WHEREAS**, the Subdivider has acquired by purchase for valuable consideration the real property comprising Tract 7582; and

**WHEREAS**, the Subdivider has previously applied to the City of Oakland to subdivide the platted land into the eighteen (18) contiguous lots comprising Tract 7582; and

**WHEREAS**, the Planning Commission of the City of Oakland approved the environmental determination (categorically exempted) and land use entitlements (permit CMD03009) for the proposed project on February 13,2003, and approved the Tentative Map for Tract 7582 on September 26, 2005, which proposed the subdivision of the single parcel into seventeen (17) developable lots for single-family dwellings and an additional common-area lot with irrevocable offers of dedication of coterminous easements for public access and public utilities; and

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

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

- the Final Map for Tract 7582, attached hereto as Exhibit A, is substantially the same as the Tentative Map approved by the Planning Commission, and
- the Final Map complies in all manners with the provisions of the California Government Code (Section 66400, et seq. - Subdivision Map Act), and the City of Oakland's local ordinance (Municipal Code Title 16 - Subdivisions); and

**WHEREAS**, the City Engineer has further determined that the Final Map is technically correct and accurately delineates the metes and bounds of the eighteen (18) proposed lots and the proposed on-site public and private easements, the limits of which have been established by field survey and can be re-established from the monuments, property corners, radii, bearings, and distances shown on the Final Map for Tract 7582; and

**WHEREAS**, the Subdivider has employed a competent and qualified design professional, who is licensed by the State of California to practice civil engineering, to prepare plans and specifications for the construction of required surface and subsurface public infrastructure improvements within the existing public right-of-way of 26th Avenue and the proposed on-site public easements; and

**WHEREAS**, the City Engineer has approved infrastructure permit no. PX0500090 and the Subdividers' plans and specifications for construction of the required public infrastructure improvements, included with Exhibit *B* and attached hereto; and

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

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

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

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

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

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

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

**WHEREAS**, the 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 Final Map for Tract 7582 is hereby approved; and be it

**FURTHER RESOLVED**: That the approval of the Final Map for Tract 7582 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 7582; and be it

**FURTHER RESOLVED**: That the City Clerk of the City of Oakland is hereby authorized to endorse the Final Map for Tract 7582, 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 7582 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 one-site infrastructure improvements that are otherwise regulated by California Public Utilities Commission, and also excepting from said maintenance all on-site infrastructure improvements within the real property that are associated with public access, including but not limited to roadway, sidewalks, curbs, gutters, trees and landscaping, and irrigation, and with sanitary sewer and storm water drainage; and be it

**FURTHER RESOLVED:** That private maintenance of the required public and private infrastructure improvements shall remain the responsibility in perpetuity of the property owners of Tract 7582 and their homeowners association, both severally and jointly, and their representatives, agents, heirs, successors, and assigns.

IN COUNCIL, OAKLAND, CALIFORNIA, OCT 17 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

THE UNDERSIGNED HEREBY STATES THAT HOME PLACE INITIATIVES, INC IS THE OWNER OF THE LAND DELINEATED AND EMBRACED WITHIN THE EXTERIOR BOUNDARY LINES ON THE HEREIN EMBODIED MAP ENTITLED "TRACT 7582, OAKLAND, ALAMEDA COUNTY, CALIFORNIA"; THAT SAID OWNER ACQUIRED TITLE TO SAID LAND BY VIRTUE OF THE GRANT DEEDS RECORDED MAY 19, 2004 UNDER SERIES NO. 2004-221180, RECORDS OF ALAMEDA COUNTY, CALIFORNIA, AND THAT HOME PLACE INITIATIVES, INC CONSENTS TO THE PREPARATION OF AND FILING OF THIS MAP.

THE AREAS MARKED "PRIVATE ACCESS, SANITARY SEWER, UTILITIES AND DRAINAGE EASEMENT", AND "PEDESTRIAN ACCESS EASEMENT" ARE NOT DEDICATED FOR USE BY THE GENERAL PUBLIC, BUT ARE FOR THE USE OF THE OWNERS OF LOTS 1-16 OF TRACT MAP 7582 FOR, BUT NOT LIMITED TO, ACCESS, RECREATION, PARKING, UTILITIES, DRAINAGE, LANDSCAPING, AND INGRESS AND EGRESS.

THE AREAS MARKED "PARKING EASEMENT" OR "P.E." ARE FOR THE BENEFIT OF THE HOMEOWNERS ASSOCIATION.

THE AREA MARKED "PUBLIC ACCESS EASEMENT" IS DEDICATED TO THE GENERAL PUBLIC FOR THE RIGHT OF INGRESS TO AND EGRESS FROM SAID EASEMENT AND EVERY PART THEREOF AT ALL TIMES.

THE AREA MARKED "PUBLIC UTILITY EASEMENT" IS DEDICATED TO LOCAL SERVING UTILITY COMPANIES AS A PERPETUAL EASEMENT FOR THE PURPOSE OF CONSTRUCTING, REPLACING, MAINTAINING, OPERATING AND USING FOR THE TRANSMISSION AND DISTRIBUTION OF WATER, NATURAL GAS, ELECTRICITY AND TELECOMMUNICATIONS AND ALL NECESSARY FIXTURES, VALVES, CONDUITS, CABLES, PIPES AND TRENCHES, INCLUDING UNDERGROUND TELEMETRY OR OTHER APPLIANCES HERETO, IN, UNDER, ABOVE AND ACROSS SAID EASEMENT TOGETHER WITH THE RIGHT OF INGRESS TO AND EGRESS FROM SAID EASEMENT AND THE RIGHT AT ALL TIMES TO ENTER IN, OVER AND UPON SAID EASEMENT AND EVERY PART THEREOF.

THE "PUBLIC ACCESS AND PUBLIC UTILITY EASEMENT" AREA MAY BE LANDSCAPED IN A MANNER CONSISTENT WITH THE PUBLIC'S USE; HOWEVER, NO BUILDING OR STRUCTURE MAY BE PLACED IN, UNDER, ALONG OR ACROSS SAID EASEMENT, NO TREES MAY BE PLANTED WITHIN THE EASEMENT AREA, AND NO CHANGES MAY BE MADE TO THE EXISTING SURFACE ELEVATION (GRADE) OF THE EASEMENT AREA, NOR SHALL ANYTHING BE DONE THEREON WHICH MAY INTERFERE WITH THE PUBLIC'S FULL ENJOYMENT OF SAID EASEMENT.

HOME PLACE INITIATIVES, INC.

*Lynette Jung Lee*  
LYNETTE JUNG LEE (EXECUTIVE DIRECTOR)

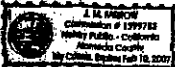
### OWNER'S ACKNOWLEDGMENT

STATE OF CALIFORNIA } SS  
COUNTY OF ALAMEDA }

ON Feb 10, 2007 BEFORE ME J.M. Farrow, Notary  
A NATURAL PUBLIC IN AND FOR SAID COUNTY STATE, PERSONALLY APPEARED LYNETTE JUNG LEE, PERSONALLY KNOWN TO ME (OR PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE) TO BE THE PERSON WHOSE NAME ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT SHE EXECUTED THE SAME IN THEIR AUTHORIZED CAPACITIES, AND THAT BY HER SIGNATURE ON THE INSTRUMENT THE PERSON, OR THE ENTITY UPON BEHALF OF WHICH THE PERSON ACTED, EXECUTED THE INSTRUMENT.

MY COMMISSION EXPIRES: Feb 10, 2007  
COMMISSION # OF NOTARY: 1399753

WITNESS MY HAND AND OFFICIAL SEAL J.M. Farrow, Notary  
NOTARY PUBLIC



### 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 HEREON EMBODIED PARCEL MAP ENTITLED "TRACT MAP 7582, OAKLAND, ALAMEDA COUNTY, CALIFORNIA", THAT THE SUBDIVISION AS SHOWN UPON SAID TRACT MAP IS SUBSTANTIALLY THE SAME AS THAT APPEARING ON THE TENTATIVE MAP (IF ANY) AND ANY APPROVED ALTERATIONS THEREOF; THAT SAID TRACT MAP COMPLIES WITH ALL PROVISIONS OF THE SUBDIVISION MAP ACT OF THE GOVERNMENT CODE AND THE LOCAL ORDINANCES APPLICABLE AT THE TIME OF APPROVAL OF THE TENTATIVE MAP; AND THAT I AM SATISFIED THAT THE TRACT MAP IS TECHNICALLY CORRECT.

IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2006.

RAYMOND M. DERANIA, INTERIM CITY ENGINEER  
R.C.E.# 27815,  
CITY OF OAKLAND, ALAMEDA COUNTY, STATE OF CALIFORNIA  
EXPIRATION DATE: MARCH 31, 2008

### SECRETARY OF THE PLANNING COMMISSION'S CERTIFICATE

I, SCOTT MILLER, SECRETARY OF THE CITY PLANNING COMMISSION OF THE CITY OF OAKLAND, STATE OF CALIFORNIA, DO HEREBY CERTIFY THAT A TENTATIVE MAP OF "TRACT NO. 7582, CITY OF OAKLAND, ALAMEDA COUNTY, CALIFORNIA" WAS PRESENTED TO THE CITY PLANNING COMMISSION AS PROVIDED BY THE SUBDIVISION MAP ACT, THAT AT A REGULARLY SCHEDULED MEETING HELD ON SEPTEMBER 28, 2005 AND THAT SAID COMMISSION APPROVED SAID TENTATIVE MAP UPON WHICH THIS MAP IS BASED.

DATED: \_\_\_\_\_

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

### SURVEYOR'S STATEMENT

THIS MAP WAS PREPARED BY ME OR UNDER MY DIRECTION AND IS BASED UPON A FIELD SURVEY IN CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCE AT THE REQUEST OF CANDACE KOO IN MARCH OF 2006. I HEREBY STATE THAT THIS TRACT MAP SUBSTANTIALLY CONFORMS TO THE APPROVED OR CONDITIONALLY APPROVED TENTATIVE MAP, IF ANY. I HEREBY STATE THAT THE MONUMENTS ARE OF THE CHARACTER AND OCCUPY THE POSITIONS INDICATED, AND THAT THE MONUMENTS ARE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED.



EVERETT S. MORAN, PCE 18690  
EXPIRATION DATE: JUNE 30, 2007

### CITY CLERK'S STATEMENT

I, LATONDA SIMMONS, CITY CLERK AND CLERK OF THE COUNCIL OF THE CITY OF OAKLAND, COUNTY OF ALAMEDA, STATE OF CALIFORNIA, DO HEREBY STATE THAT THE HEREIN EMBODIED MAP ENTITLED "TRACT 7582, CITY OF OAKLAND, ALAMEDA COUNTY, CALIFORNIA" WAS PRESENTED TO THE COUNCIL OF THE CITY OF OAKLAND, AT A MEETING THEREOF, HELD ON \_\_\_\_\_ AND THAT SAID COUNCIL DID AT SAID MEETING BY RESOLUTION NUMBER \_\_\_\_\_ APPROVE SAID MAP.

IN WITNESS I HAVE SET MY HAND THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2006.

LATONDA SIMMONS  
CITY CLERK AND CLERK OF THE COUNCIL OF THE CITY OF OAKLAND

### CLERK OF THE BOARD OF SUPERVISORS STATEMENT

I, CRYSTAL K. HISHIDA, CLERK OF THE BOARD OF SUPERVISORS OF THE COUNTY OF ALAMEDA, STATE OF CALIFORNIA, DO HEREBY STATE THAT CERTIFICATES HAVE BEEN FILED AND DEPOSITS HAVE BEEN MADE IN CONFORMANCE WITH THE REQUIREMENTS OF SECTION 86482 AND 86483 OF THE GOVERNMENT CODE OF THE STATE OF CALIFORNIA.

DATE: \_\_\_\_\_

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

BY: \_\_\_\_\_  
DEPUTY

### RECORDER'S STATEMENT

FILED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2006, AT \_\_\_\_\_ M. IN BOOK \_\_\_\_\_ OF PARCEL MAPS, AT PAGE \_\_\_\_\_, AT THE REQUEST OF \_\_\_\_\_

PATRICK O'CONNELL  
COUNTY RECORDER

BY: \_\_\_\_\_  
DEPUTY COUNTY RECORDER

## TRACT MAP 7582 OAKLAND ALAMEDA COUNTY CALIFORNIA

PORTION OF LOT 6  
MAP OF A PORTION OF SHUEY ESTATE (7 M 63)  
CITY OF OAKLAND, COUNTY OF ALAMEDA, CALIFORNIA  
SEPTEMBER 2006

### MORAN ENGINEERING, INC.

CIVIL ENGINEERS / LAND SURVEYORS  
1930 SHATTUCK AVENUE, SUITE A  
BERKELEY, CALIFORNIA 94704  
(510) 848-1930  
28th AVENUE-TALDORA

F.I.R. NO. 7881

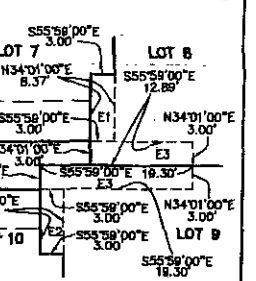
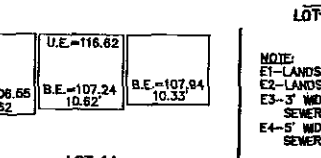
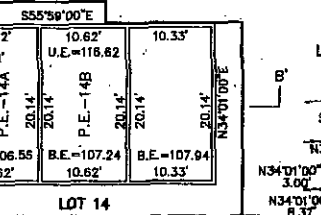
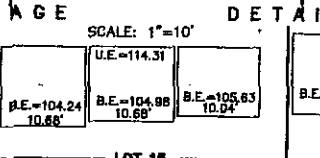
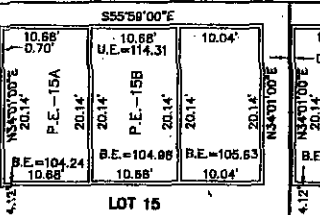
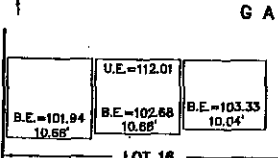
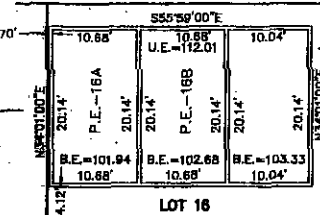
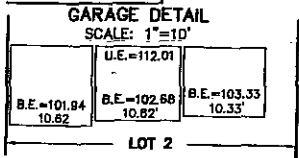
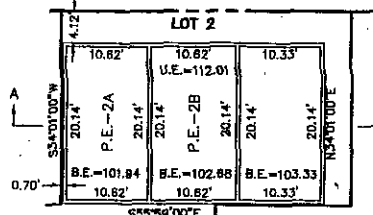
28th AVENUE-TALDORA

JOB NO. 04-4763.1

APN: 026-0773-007

SHEET 1 OF 2

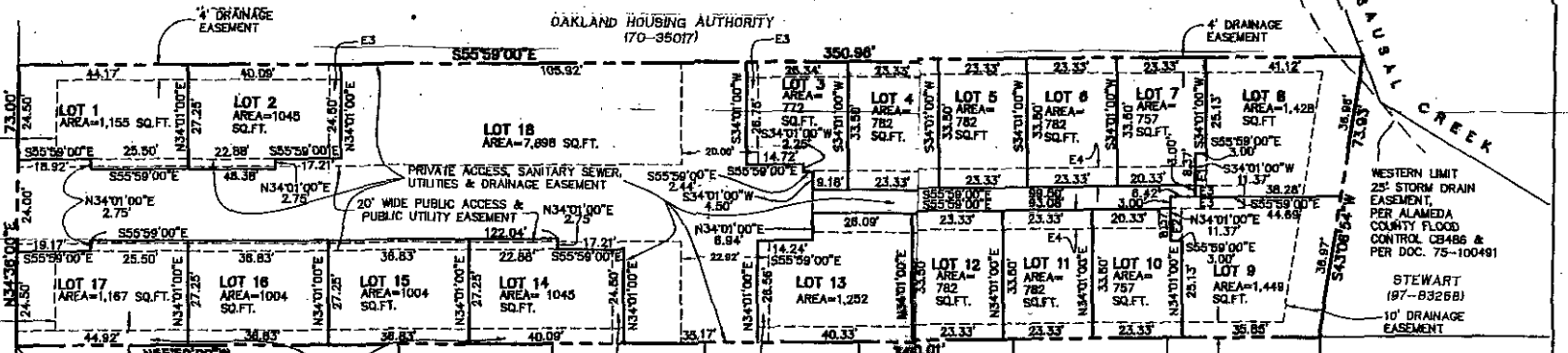
EXHIBIT A



NOTE:  
 E1-LANDSCAPING EASEMENT TO LOT 7  
 E2-LANDSCAPING EASEMENT TO LOT 10  
 E3-3' WIDE PRIVATE ACCESS, SANITARY SEWER, UTILITIES AND DRAINAGE EASEMENT  
 E4-5' WIDE PRIVATE ACCESS, SANITARY SEWER, UTILITIES AND DRAINAGE EASEMENT

SECTION A-A'  
 SCALE: 1"=10'

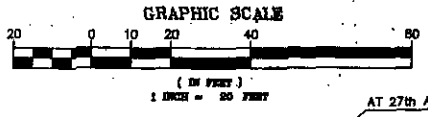
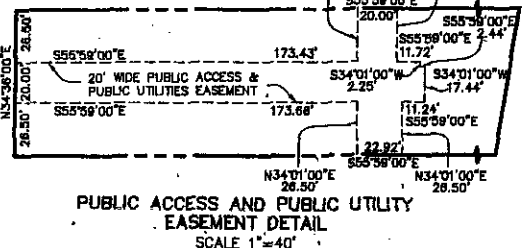
SECTION B-B'  
 SCALE: 1"=10'



BASIS OF BEARINGS:  
 THE BEARING OF N55°24'00"W BETWEEN FOUND MONUMENTS IN LOGAN STREET AS SHOWN ON THE MAP OF MEADOW BROOK (3 M 4) WAS TAKEN AS THE BASIS OF BEARINGS FOR THIS MAP.

BENCHMARK:  
 FOUND CURB SQUARE IN CONCRETE CURB CENTERLINE RETURN AT THE NORTHWEST CORNER OF E 27TH STREET AND BARRY PLACE WITH AN ELEVATION OF 107.50 PER CITY OF OAKLAND ENGINEERING RECORDS.

- LEGEND:**
- CITY PVI MONUMENT
  - BASE ELEVATION
  - P.E. PARKING EASEMENT
  - U.E. UPPER ELEVATION
  - TRACT BOUNDARY
  - LOT LINES
  - RIGHT OF WAY/EXISTING LOT LINES
  - EASEMENT LINE
  - MONUMENT LINE
  - MONUMENT THE LINE



**TRACT MAP 7582**  
 OAKLAND ALAMEDA COUNTY CALIFORNIA

PORTION OF LOT 6  
 MAP OF A PORTION OF SHUEY ESTATE (7 M 63)  
 CITY OF OAKLAND, COUNTY OF ALAMEDA, CALIFORNIA  
 SEPTEMBER 2006 SCALE: 1"=20'

**MORAN ENGINEERING, INC.**

CIVIL ENGINEERS \ LAND SURVEYORS  
 1930 SHATTUCK AVENUE, SUITE A  
 BERKELEY, CALIFORNIA 94704  
 (510) 848-1930  
 F.B. NO. 786-1 26th AVENUE-TILBRO 108 MO. 04-4786-1

# P-JOB IMPROVEMENT PLAN

## CITY JOB # PX 0500090

### SAUSAL CREEK HOMES

#### 26TH AVENUE, OAKLAND, CALIFORNIA

**GENERAL NOTES:**

1. ALL PAVEMENT REPLACEMENT SHALL CONFORM TO THE EXISTING PAVEMENT SECTION.
2. MANHOLE COVER OVER PIPE IS 3 FEET WITHIN THE CITY RIGHT-OF-WAY, OR CONCRETE MOUND IS REQUIRED (SEE DETAIL SHEET) OR CLASS # DUCTILE IRON PIPE IS REQUIRED.
3. IF A CONFLICT OCCURS DURING CONSTRUCTION THAT REQUIRES A CHANGE IN DESIGN, THE CONTRACTOR SHALL CONTACT THE PRIVATE ENGINEER OR HIS REPRESENTATIVE IN CHARGE FOR A SOLUTION. IF SUCH A CHANGE CAN BE MADE WITHOUT DELAY AND TO THE SATISFACTION OF THE CITY INSPECTOR, THEN THE WORK MAY PROCEED. IF A CHANGE CANNOT BE MADE WITHOUT DELAY, THEN THE CONTRACTOR SHALL STOP AND OPERATIONS UNTIL SUCH TIME THAT THE PRIVATE ENGINEER SUBMITS A NEW DRAWING OF THE DESIGN CHANGE TO THE CITY FOR APPROVAL. THE PRIVATE ENGINEER OR HIS REPRESENTATIVE TO CONTACT IS DANA FRANKO AT (510) 846-1830.
4. THE CONTRACTOR SHALL VERIFY THE LOCATIONS OF UNDERGROUND UTILITIES AND/OR COMPLAINTS AND NOTIFY UNDERGROUND SERVICE AGENCY (U.S.A.) AT 800-842-2144 PRIOR TO CONSTRUCTION. THE CONTRACTOR SHALL DO EXPLORATORY PROBING PRIOR TO CONSTRUCTION TO DETERMINE THE ACTUAL LOCATIONS AND DEPTHS OF UTILITIES.
5. ALL ELEVATIONS ARE BASED ON CITY OF OAKLAND DATUM.
6. WORK WITHIN THE CITY RIGHT OF WAY SHALL BE IN ACCORDANCE WITH THE STANDARD PLANS AND SPECIFICATIONS OF THE CITY OF OAKLAND.
7. THE CONTRACTOR SHALL CALL THE CITY INSPECTOR AT (510) 230-2242 TO ARRANGE A PRE-CONSTRUCTION CONFERENCE.
8. MATERIALS FOR SERVICE UTILITIES SHALL CONFORM TO THE STANDARDS OF THE RESPECTIVE LOCAL AGENCIES AND TO THE CURRENT EDITION OF THE CALIFORNIA BUILDING CODE.
9. SITE WORK SHALL BE CONDUCTED IN ACCORDANCE WITH THE GEOTECHNICAL INVESTIGATION REPORT FOR THE SITE PREPARED BY MURDO MEST INC. DATED JANUARY 2003.
10. SITE STORM DRAIN PIPE SHALL BE PVC SDR 17 WITHIN THE PUBLIC RIGHT OF WAY AND PUBLIC ACCESS EASEMENT, ELSEWHERE USE SDR 35 WITHIN SLOPE OF PIPE SHALL BE 12.
11. SANITARY SEWER PIPE SHALL BE HDPE SDR 11 WITHIN THE PUBLIC RIGHT OF WAY AND HDPE SDR 17 ON SITE.
12. CATCH BASINS (CB) SHALL BE CHRISTY MODEL BOXES AS DESIGNATED ON PLAN. THE AREA DRAINS (AD) SHALL BE HDPE SDR 35 BARS OR EQUAL. WITHIN PLANNING AREAS USE TRENCH GRATES. TRENCH DRAINS SHALL BE POLYCAST MODEL 400 SERIES OR EQUAL.
13. TRENCH GRADE ADJACENT TO BUILDINGS SHALL BE GRADED TO SLOPE AWAY TO IN ORDER TO PREVENT FLOODING.
14. APPROXIMATE VOLUME OF EARTHWORK: APPROXIMATELY 750 CUBIC YARDS OF EXCAVATION AND 830 CUBIC YARDS OF FILL WITH APPROXIMATELY 100 CUBIC YARDS OF DETAIL. VOLUMES ARE CALCULATED BASED ON THE REMOVAL OR PLACEMENT OF MATERIAL TO SURGRADE. IT IS THE CONTRACTOR'S RESPONSIBILITY TO INDEPENDENTLY VERIFY EARTHWORK QUANTITIES.
15. BOTTOM AND TOP OF WALL ELEVATIONS ARE DEPENDENT ON ACTUAL FIELD CONDITIONS.
16. COORDINATE FS, FF, CS, TR, BW, AND WALL AND BUILDING LOCATIONS WITH STRUCTURAL AND ARCHITECTURAL DRAWINGS.

**WET WEATHER GRADING NOTES:**

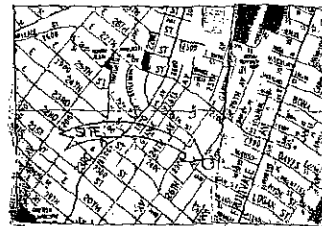
1. IF GRADING IS NOT COMPLETED PRIOR TO THE RAINY SEASON, OCTOBER 15 UNTIL APRIL 15, CONSTRUCTION MUST HAVE A RUBBER ROLL BARRIER, PER A.P.A.C. EROSION AND SEDIMENTATION CONTROL STANDARDS, ALONG THE PROPERTY FRONTAGE.
2. DURING THE RAINY SEASON PROVIDE DROP INLETS AND AREA DRAINS WITH SEDIMENTATION FILTERS OR SILT FENCE PROTECTORS.
3. DURING THE RAINY SEASON PROVIDE SWALES, AS DETERMINED NECESSARY BY THE GEOTECHNICAL ENGINEER, TO SUPPORT EXCAVATION WALLS AND SLOPES.
4. DURING THE RAINY SEASON INSPECT, AND IF NECESSARY REPAIR AND CLEAN, WET WEATHER CONTROL MEASURES AFTER EACH SIGNIFICANT STORM EVENT.

**BEST MANAGEMENT PRACTICES AND STORMWATER POLLUTION PREVENTION NOTES:**

1. ALL WORK SHALL APPLY THE "BEST MANAGEMENT PRACTICES" (BMPs) FOR THE CONSTRUCTION INDUSTRY, INCLUDING BMPs FOR DUST, EROSION AND SEDIMENTATION ABATEMENT PER SECTION 10.04 OF THE OAKLAND MUNICIPAL CODE, AS WELL AS ALL SPECIFIC CONSTRUCTION RELATED CONDITIONS OF APPROVAL FOR THIS PROJECT. IN ADDITION, THE CONTRACTOR IS REQUIRED TO BE FAMILIAR WITH AND IMPLEMENT ALL STORMWATER QUALITY AND POLLUTION CONTROL MEASURES IN ACCORDANCE WITH CODE.
2. PROTECT ADJACENT PROPERTIES FROM ALL STORM WATER OR SILT RUNOFF GENERATED BY ON-SITE CONSTRUCTION ACTIVITIES.
3. GATHER ALL CONSTRUCTION DEBRIS ON A REGULAR BASIS. STORE ALL CONSTRUCTION MATERIALS AND WASTE IN A COVERED AREA OR UNDER A TARP. WHENEVER POSSIBLE, DO NOT USE WATER TO WASH DOWN AREAS DRIPPING TO STORM DRAINS.
4. MINIMIZE CONSTRUCTION ACCESSED POINTS TO THE SITE. PROVIDE A CONSTRUCTION ENTRANCE AT EACH ACCESS POINT. REMOVE ALL SILT, GRAVEL, RUBBISH, AND GREEN WASTE FROM THE STREET ADJOINING THE SITE PRIOR TO OCTOBER 1ST. PROVIDE REGULAR MAINTENANCE, WEEKLY OR AFTER STORM EVENTS, TO KEEP ACCESS POINTS CLEAN AND FREE OF DEBRIS. DURING WET WEATHER KNOW DRAINING OFF PAVED AREAS AND TRACKING MUD AND SILT ONTO PAVED AREAS.
5. MINIMIZE REMOVAL OF ANY VEGETATION. STABILIZE ALL CLEARED AND DE-VEGETATED AREAS PRIOR TO OCTOBER 1ST. STABILIZATION SHOULD INCLUDE TEMPORARY OR PERMANENT RE-SEEDING, MULCHING, PROTECTIVE BARRIERS, SILT FENCES, PLASTIC COVERING OF EXPOSURE, AND SHOULD BE BASED ON ARAE EROSION CONTROL OR CALIFORNIA STORM WATER BMP HANDBOOK STANDARDS.
6. DUST CONTROL MEASURES:
  1. WATER ALL ACTIVE CONSTRUCTION AREAS NECESSARY TO CONTROL DUST.
  2. COVER LOADS OF DEBRIS, SOILS OR OTHER MATERIAL IF BLOWN BY WIND.
  3. SHEET ADJACENT PUBLIC RIGHT OF WAY AND STREET DAILY IF VISIBLE SOIL MATERIAL OR DEBRIS IS CARRIED ONTO THESE AREAS.
  4. COVER ALL TRUCKS Hauling SOIL, SAND, AND OTHER LOOSE MATERIALS OR REQUIRE ALL TRUCKS TO MAINTAIN AT LEAST TWO FEET OF FREEBOARD.
  5. HYDRATED OR APPLY NON-TOXIC SOIL STABILIZERS TO INACTIVE CONSTRUCTION AREAS.
  6. ENCLOSE, COVER, WATER TWICE DAILY OR APPLY NON-TOXIC TOP SOIL BRUSHES TO EXPOSED STOCKPILES (MUD, SAND, ETC.).
  7. INSTALL SANDBARS OR OTHER EROSION CONTROL MEASURES TO PREVENT SILT RUNOFF ONTO PUBLIC ROADWAYS.
  8. REPAIR VEGETATION IN DISTURBED AREAS AS QUICKLY AS POSSIBLE.

## SHEET INDEX

- C1 TITLE SHEET
- C2 SITE PLAN
- C3 UTILITY PLAN
- C4 SEWER PROFILE & SITE SECTIONS
- C5 SITE DETAILS
- C6 STANDARD CITY DETAILS



**LEGEND**

- A. AREA DRAIN
- B. BASE OF WALL
- C. CLEANOUT AT GRADE
- D. HIGHEST GRADE SPACE GRADE
- E. DRAIN SILET
- F. EXISTING GRADE
- G. GRATE ELEVATION
- H. FINISH GRADE
- I. FINISH FLOOR
- J. FINISH SLAB
- K. INVERT ELEVATION
- L. JUNIT TRENCH
- M. HANDLE
- N. STORM DRAIN
- O. SANITARY SEWER
- P. TOP OF CURB
- Q. TRENCH DRAIN
- R. TOP OF WALL
- S. WATER
- T. SUBDRAIN
- CONCRETE SURFACE
- ASPHALT SURFACE
- "GRASSPAVE" PERMEABLE PAVING SURFACE
- FIBER ROLL
- SILT FENCE

KIRK MILLER AFFILIATES  
 ARCHITECTURE PLANNING PROJECT MANAGEMENT  
 1000 NORTH BAYVIEW BLVD. SUITE 1000 OAKLAND, CALIFORNIA 94612  
 PHONE: 415.862.4444 FAX: 415.862.4444 EMAIL: kml@kmlaffiliates.com

CONSTRUCTION SET

SAUSAL CREEK HOMES  
 2464 & 2470 26TH AVENUE  
 OAKLAND, CALIFORNIA 94612



PROJECT NO. 2005  
 KIRK MILLER AFFILIATES

REVISIONS	
1	
2	
3	
4	

TITLE SHEET  
 SHEET NUMBER  
 C1

**EXHIBIT B**

recording requested by:

CITY OF OAKLAND

when recorded mail to:

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

## EXHIBIT C

space above for Recorder's use only

APPROVED FOR FORM AND LEGALITY

CITY ATTORNEY

### SUBDIVISION IMPROVEMENT AGREEMENT

Deferred Construction of Public Infrastructure Improvements

2470 26th Avenue - Sausal Creek Homes

Final Map - Tract No. 7582

This Agreement is between Homeplace Initiatives, Inc. (DEVELOPER), a California limited liability company (no. C 1956928), 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 a single undeveloped lot located within the corporate limits of the City of Oakland, which is identified by the Alameda County Assessor as parcel number 026-0773-007-00 and by the CITY as 2470 26th Avenue, who has presented a proposed Final Map, which is identified by the Alameda County Recorder as Tract No. 7582 and by the DEVELOPER as Sausal Creek Homes, to the Council of the City of Oakland that proposes a subdivision of this platted land into eighteen (18) 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 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 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 and local public utility companies to accept the permanent maintenance of the required public infrastructure improvements shown on the construction plans accompanying permit number PX0500090 and included in *Exhibit A*, attached hereto.



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

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

**1. Approval of Final Map**

Approval of the proposed Final Map No. 7582 by the CITY shall be conditioned upon recordation of this Agreement with the Alameda County Recorder, as well as the 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 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 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 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 required public infrastructure improvements shall comply with the requirements of Oakland Municipal Code chapter 17.120 and with regional, state, and federal regulations for "Best Management Practices" for erosion and sedimentation control.

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

**4. Completion of Improvements**

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

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

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

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

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

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

Upon final approval of the public infrastructure improvement permit and unconditional issuance of a Certificate of Completion, all irrevocable offers of dedication of public rights-of-way and public easements will be accepted by the CITY, and all improvements required by this Agreement shall become the sole property of the CITY. The CITY will subsequently accept the permanent maintenance of these improvements as set forth below in paragraphs 7, Maintenance, and 8, Guarantee and 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 \$ 109,000, which is the full amount (one-hundred percent) of the City Engineer's total estimated cost for constructing the on-site and off-site required 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 \$ 54,500, which is one-half of the full amount (fifty percent) of the City Engineer's total estimated cost for constructing the on-site and off-site required 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 \$ 27,250, which is one-quarter (25%) of the full amount of the City Engineer's total estimated cost for constructing the on-site and off-site required public infrastructure improvements, to secure faithful performance of paragraphs 7, Maintenance, and 8, Guarantee and Warranty, 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 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 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'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. 7582, 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 0500090 Planning CMD03009  
Creek Protection culverted creek Grading GR 0500102

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

Subdivision: Final Map - Track 7582 City Engineer's Estimate of the Cost of Improvements

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

**21. Constructive Notice**

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

**22. Effective Date**

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

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

HOMEPLACE INITIATIVES, INC. \*

CITY OF OAKLAND

*Lynette Jung Lee*  
signature  
Lynette Jung Lee  
name  
Executive Director  
title  
9/15/04  
date

\_\_\_\_\_  
signature  
**DEBORAH EDGERLY**  
City Administrator  
\_\_\_\_\_  
date

\* notarized acknowledgment required