

OFFICE OF THE CLERK  
Introduced by

2007 MAY - 11 3:27  
Councilmember

Approved for Form and Legality

*F. Faiz*

City Attorney

## OAKLAND CITY COUNCIL

Resolution No. 80559 C.M.S.

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### RESOLUTION CONDITIONALLY APPROVING THE FINAL MAP FOR TRACT 7701 FOR A RESIDENTIAL SUBDIVISION AT 2014 MARKET STREET AND CONDITIONALLY ACCEPTING IRREVOCABLE OFFERS OF DEDICATION FOR ON-SITE EMERGENCY VEHICLE ACCESS AND UTILITY EASEMENTS

**WHEREAS**, the residential developer of a single-family dwelling project, San Leandro Holdings, LLC, a California limited liability company (no. 200102410004), is the Subdivider of a two (2) parcels identified by the Alameda County Assessor as APN 003-0031-014-00 and 003-0031-015-01, by the Alameda County Clerk-Recorder as Tract 7701, and by the City of Oakland as 2014 Market Street and 882 20th Street; and

**WHEREAS**, the Subdivider has acquired by purchase for valuable consideration the real property comprising Tract 7701; and

**WHEREAS**, the Subdivider has previously applied to the City of Oakland to subdivide the platted land into the seventeen (17) contiguous lots comprising Tract 7701; and

**WHEREAS**, the Planning Commission of the City of Oakland approved the environmental determination (categorically exempted) and land use entitlements (permit VMD05383) for the proposed project on October 19, 2005, and approved the Tentative Map for Tract 7701 on July 12, 2006, which proposed the voluntary merger and re-subdivision of the two (2) parcels into sixteen (16) developable lots for single-family dwellings and an additional common-area lot with irrevocable offers of dedication of coterminous easements for emergency vehicle 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 7701, upon which the Final Map for Tract 7701 is based; and

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

- the Final Map for Tract 7701, 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 seventeen (17) 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 7701; 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 rights-of-way of Market Street and 20th Street and the proposed on-site public easements; and

**WHEREAS**, the City Engineer has approved infrastructure permit no. PX0600090 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 access in perpetuity of emergency vehicles and for access, installation, replacement, and removal in perpetuity of publicly maintained utilities; and

**WHEREAS**, the requirements of the California Environmental Quality Act (CEQA) have been complied with and the project was determined to be categorically exempt under Section 15332 of the CEQA Guidelines, and approval of a final map is ministerial and exempt from CEQA; now, therefore, be it

**RESOLVED**: That the Final Map for Tract 7701 is hereby approved; and be it

**FURTHER RESOLVED**: That the approval of the Final Map for Tract 7701 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 7701; and be it

**FURTHER RESOLVED**: That the City Clerk of the City of Oakland is hereby authorized to endorse the Final Map for Tract 7701, 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 Clerk-Recorder for simultaneous recordation; and be it

**FURTHER RESOLVED**: That this Resolution shall become effective upon the recordation of the Final Map for Tract 7701 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

emergency vehicle 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 7701 and their homeowners association, both severally and jointly, and their representatives, agents, heirs, successors, and assigns.

IN COUNCIL, OAKLAND, CALIFORNIA,                     MAY 15 2007                    , 2007

PASSED BY THE FOLLOWING VOTE:

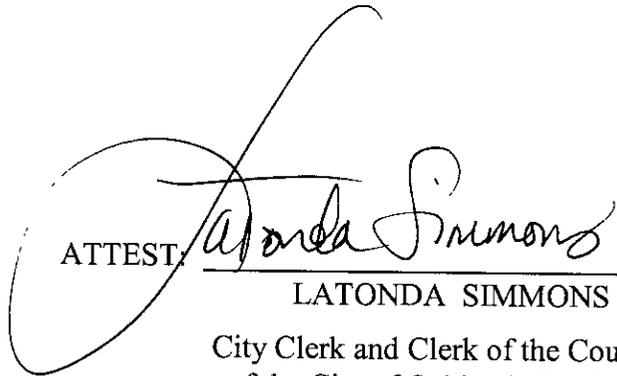
AYES - BROOKS, BRUNNER, CHANG, KERNIGHAN, NADEL, QUAN, REID, and  
PRESIDENT DE LA FUENTE — 8

NOES - 0

ABSENT - 0

ABSTENTION - 0

ATTEST



LATONDA SIMMONS

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

**EXHIBIT A**

**OWNERS' STATEMENT**

THE UNDERSIGNED DOES HEREBY STATE THAT HE IS THE OWNER OF THE LAND DELINEATED AND EMBRACED WITHIN THE EXTERIOR BOUNDARY LINES ON THE HEREIN EMBODIED MAP ENTITLED "TRACT MAP NO. 7701, CITY OF OAKLAND, ALAMEDA COUNTY, CALIFORNIA"; CONSISTING OF FOUR (4) SHEETS, THIS STATEMENT BEING UPON SHEET ONE (1) THEREOF.

THAT SAID OWNER ACQUIRED TITLE TO SAID LAND BY VIRTUE OF THE GRANT BEING RECORDED DECEMBER 31, 2007, IN BOOK 20 OF MAPS, PAGE 20 OF OFFICIAL RECORDS OF ALAMEDA COUNTY, CALIFORNIA, AND DO HEREBY CONSENT TO THE PREPARATION AND RECORDATION OF SAID MAP AND SUBD VISION.

WE ALSO HEREBY RESERVE THOSE AREAS SHOWN ON THIS MAP AS "INGRESS AND EGRESS EASEMENT" (I.E.E.) FOR THE BENEFIT OF LOTS 1-16 INCLUSIVE.

WE ALSO HEREBY DEDICATE THOSE AREAS SHOWN ON THIS MAP AS "LOT 17" FOR THE USE OF "INGRESS AND EGRESS (I.E.E.) AND PARKING FOR THE COMMON USE OF THE OWNERS OF LOTS 1-16 INCLUSIVE.

WE ALSO HEREBY IRREVOCABLY OFFER FOR DEDICATION THOSE AREAS SHOWN ON THIS MAP AS "LOT 17" TO THE LOCAL UTILITY COMPANY (EBMUD) AND THEIR SUCCESSORS FOR THE PURPOSE OF PUBLIC UTILITY EASEMENT (P.U.E.) TO LOCATIONS AND UTILITIES IN WHICH SUCH UTILITIES AND ALL THEIR APPURTENANCES THERETO UNDER, ON, AND OVER THE SAID STRIP OF LAND.

WE ALSO HEREBY RESERVE THOSE AREAS SHOWN ON THIS MAP AS "LOT 17" FOR THE INSTALLATION AND MAINTENANCE OF PRIVATE SANITARY SEWER, STORM DRAINS AND OTHER SERVING UTILITIES FOR THE BENEFIT OF LOTS 1-16 INCLUSIVE. MAINTENANCE OF THESE PRIVATE UTILITIES SHALL BE THE RESPONSIBILITY OF THE OWNERS OF LOTS 1-16 INCLUSIVE.

WE ALSO HEREBY RESERVE THOSE AREAS SHOWN ON THIS MAP AS PRIVATE ACCESS EASEMENT AND THAT SAID AREAS OR STRIP OF LAND ARE TO BE KEPT OPEN AND FREE FROM BUILDINGS, VEHICLES, AND STRUCTURES OF ANY KIND INCLUDING UTILITIES, STRUCTURES AND APPURTENANCES, IRRIGATION SYSTEMS AND APPURTENANCES, AND ANY OTHER STRUCTURES OR APPURTENANCES OF ANY KIND. THE RESPONSIBILITY FOR THE MAINTENANCE OF SAID PRIVATE ACCESS EASEMENT SHALL BE THE RESPONSIBILITY OF THE OWNERS OF LOTS 1-16.

WE ALSO HEREBY IRREVOCABLY OFFER FOR DEDICATION THOSE AREAS SHOWN ON THIS MAP AS "LOT 17" TO THE CITY OF OAKLAND FOR THE PURPOSE OF MAINTENANCE OF THE ACCESS EASEMENT (I.E.A.E.) FOR EMERGENCY VEHICLES OF LOTS 1-16 INCLUSIVE.

ALL EASEMENTS SHALL BE KEPT OPEN AND FREE FROM TREES, FENCES, BUILDINGS AND STRUCTURES OF ANY KIND.

SAN LEANDRO HOLDINGS, LLC

TITLE

PRINT NAME

**OWNERS' ACKNOWLEDGMENT**

STATE OF \_\_\_\_\_ ) SS  
 COUNTY OF \_\_\_\_\_ ) 2007 BEFORE  
 ME, \_\_\_\_\_ PERSONALLY APPEARED,  
 PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO BE THE INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE/SHE/THEY, EXECUTED THE SAME IN HIS/HER/THEIR AUTHORIZED CAPACITY(IES), AND THAT BY HIS/HER/THEIR SIGNATURE(S) ON THE INSTRUMENT THE PERSON(S), OR THE ENTITY UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT.

WITNESS MY HAND AND OFFICIAL SEAL.

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

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

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

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

**TRUSTEE STATEMENT**

THE UNDERSIGNED CORPORATION, AS TRUSTEE UNDER THE DEED OF TRUST RECORDED DECEMBER 31, 2007, RECORDS OF ALAMEDA COUNTY, CALIFORNIA, DOES HEREBY CONSENT TO THE FOREGOING OWNER'S STATEMENT AND ALL DEDICATIONS SHOWN HEREIN.

BANK OF WALNUT CREEK

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

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

**TRUSTEE'S ACKNOWLEDGMENT**

STATE OF \_\_\_\_\_ ) SS  
 COUNTY OF \_\_\_\_\_ ) 2007 BEFORE  
 ME, \_\_\_\_\_ PERSONALLY APPEARED,  
 PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE/SHE/THEY, EXECUTED THE SAME IN HIS/HER/THEIR AUTHORIZED CAPACITY(IES), AND THAT BY HIS/HER/THEIR SIGNATURE(S) ON THE INSTRUMENT THE PERSON(S), OR THE ENTITY UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT.

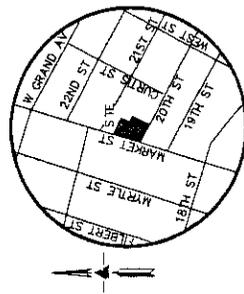
WITNESS MY HAND AND OFFICIAL SEAL.

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

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

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

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



VICINITY MAP  
NO SCALE

**TRACT MAP NO. 7701**

BEING A SUBDIVISION OF LOTS 1, 2, 3 AND A PORTION OF LOT 12 IN BLOCK "H" AS SHOWN ON THE "MAP OF THE CURTIS & WILLIAMS TRACT," FILED DECEMBER 10, 1893, IN BOOK 2 OF MAPS, PAGE 20, ALSO BEING THE LANDS OF SAN LEANDRO HOLDINGS, LLC AS DESCRIBED IN DEED DOC. NO. 2001508532, ALAMEDA COUNTY RECORDS.

CITY OF OAKLAND ALAMEDA COUNTY CALIFORNIA  
APRIL 2007

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

OWNER/DIVIDER:  
 SAN LEANDRO HOLDINGS LLC  
 1915 MARSH STREET  
 OAKLAND, CALIFORNIA 94610

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

I, GARY V. PATTON, SECRETARY OF THE CITY PLANNING COMMISSION OF THE CITY OF OAKLAND, COUNTY OF ALAMEDA, STATE OF CALIFORNIA, DO HEREBY CERTIFY THAT A TENTATIVE MAP OF "TRACT MAP NO. 7701, CITY OF OAKLAND, ALAMEDA COUNTY, CALIFORNIA", WAS PRESENTED TO THE CITY PLANNING COMMISSION AS PROVIDED BY THE "SUBDIVISION MAP ACT" OF THE GOVERNMENT CODE; THAT AT A MEETING OF SAID CITY PLANNING COMMISSION, HELD ON JULY 12, 2006, THE SAID COMMISSION APPROVED SAID TENTATIVE MAP UPON WHICH THIS MAP IS BASED

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

GARY V. PATTON  
SECRETARY OF THE CITY PLANNING COMMISSION  
OF THE CITY OF OAKLAND  
ALAMEDA COUNTY, STATE OF CALIFORNIA

**CITY CLERK'S STATEMENT**

I, LATONDA SIMMONS, CITY CLERK OF THE CITY COUNCIL OF THE CITY OF OAKLAND, STATE OF CALIFORNIA, DOES HEREBY CERTIFY THAT THE HEREIN EMBODIED MAP ENTITLED, "TRACT MAP NO. 7701, CITY OF OAKLAND, ALAMEDA COUNTY, CALIFORNIA", WAS PRESENTED TO THE COUNCIL OF THE CITY OF OAKLAND AT A REGULAR MEETING THEREOF HELD ON THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 2007; AND THAT SAID COUNCIL DID THEREUPON, BY RESOLUTION NO. \_\_\_\_\_ APPROVED SAID MAP

THE OFFER OF DEDICATION TENDERED ON THE OWNER'S STATEMENT ON THE HEREIN EMBODIED MAP ENTITLED "TRACT MAP NO. 7701" IS HEREBY CONDITIONALLY ACCEPTED IN ACCORDANCE WITH SECTION 15.24.130(C) OF THE OAKLAND MUNICIPAL CODE.

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

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

**CITY ENGINEER'S STATEMENT**

I, RAYMOND M. DERANIA, INTERIM CITY ENGINEER, HAVING BEEN AUTHORIZED TO PERFORM THE FUNCTIONS OF THE CITY ENGINEER OF THE CITY OF OAKLAND, COUNTY OF ALAMEDA, STATE OF CALIFORNIA, FOR THE PURPOSE OF REVIEWING SUBDIVISION MAPS, DO HEREBY STATE THAT I HAVE EXAMINED THE HEREON EMBODIED FINAL MAP ENTITLED "TRACT MAP NO. 7701, CITY OF OAKLAND, ALAMEDA COUNTY, CALIFORNIA", THAT THE SUBDIVISION AS SHOWN UPON SAID FINAL MAP IS SUBSTANTIALLY THE SAME AS THAT APPEARING ON THE TENTATIVE MAP APPROVED BY THE CITY PLANNING COMMISSION AND ANY APPROVED ALTERATIONS THEREOF; THAT SAID FINAL MAP COMPLIES WITH ALL PROVISIONS OF THE SUBDIVISION MAP ACT OF THE GOVERNMENT CODE AND LOCAL ORDINANCE APPLICABLE AT THE TIME OF APPROVAL OF THE TENTATIVE MAP; AND THAT I AM SATISFIED THAT THE FINAL MAP IS TECHNICALLY CORRECT,

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

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

**CLERK OF THE BOARD OF SUPERVISORS STATEMENT**

I, \_\_\_\_\_, CLERK OF THE BOARD OF SUPERVISORS OF THE COUNTY OF ALAMEDA, STATE OF CALIFORNIA, HEREBY STATE THAT THE CERTIFICATES HAVE BEEN FILED AND DEPOSITS HAVE BEEN MADE IN CONFORMANCE WITH THE REQUIREMENTS OF SECTIONS 56492 AND 56493 OF THE GOVERNMENT CODE OF THE STATE OF CALIFORNIA.

DATED, \_\_\_\_\_  
CRYSTAL K. GRAFF, CLERK OF THE BOARD OF SUPERVISORS OF THE COUNTY OF ALAMEDA, STATE OF CALIFORNIA

**RECORDER'S STATEMENT**

FILED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2007  
AT \_\_\_\_\_ M. IN BOOK \_\_\_\_\_ OF \_\_\_\_\_ AT PAGE \_\_\_\_\_  
AT THE REQUEST OF LEA AND BRAZE ENGINEERING INC.

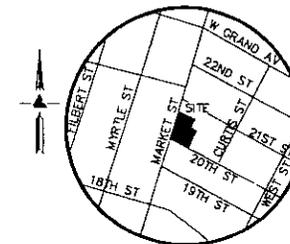
PATRICK O' CONNELL  
COUNTY RECORDER  
COUNTY OF ALAMEDA, CALIFORNIA

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

**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 SAN LEANDRO HOLDINGS, LLC. ON SEPTEMBER 14, 2005 I HEREBY STATE THAT ALL THE MONUMENTS ARE OF THE CHARACTER AND OCCUPY THE POSITIONS INDICATED, AND THAT THE MONUMENTS ARE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED, AND THAT THIS FINAL MAP SUBSTANTIALLY CONFORMS TO THE CONDITIONALLY APPROVED TENTATIVE MAP

GREGORY F BRAZE  
LS 7823  
EXP 12-31-2008



VICINITY MAP  
NO SCALE

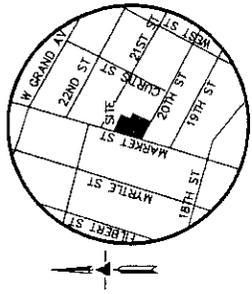
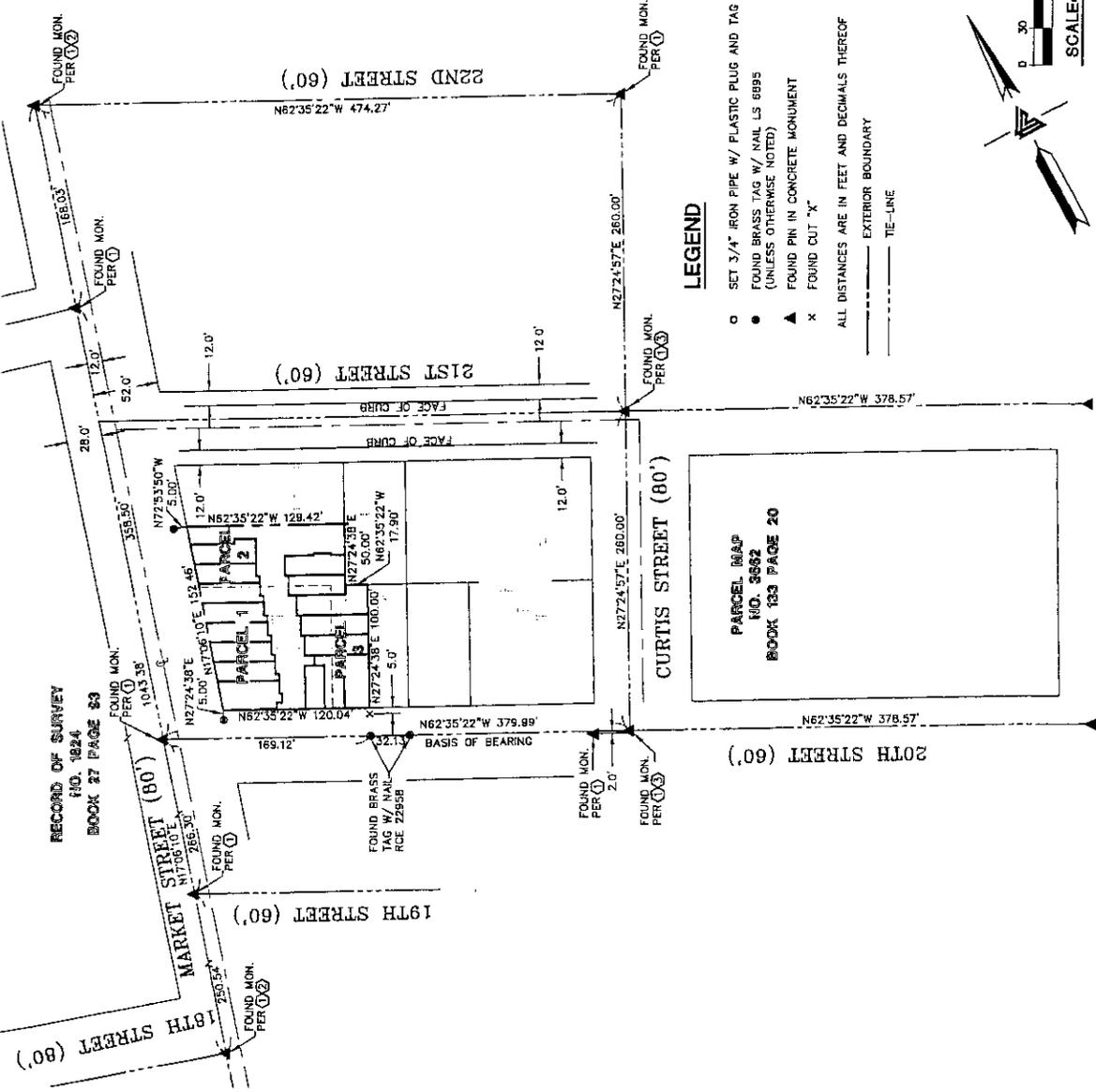
**TRACT MAP NO. 7701**

BEING A SUBDIVISION OF LOTS 1, 2, 3 AND A PORTION OF LOT 12 IN BLOCK "N" AS SHOWN ON THE "MAP OF THE CURTIS & WILLIAMS TRACT" FILED DECEMBER 10, 1869, IN BOOK 2 OF MAPS, PAGE 20, ALSO BEING THE LANDS OF SAN LEANDRO HOLDINGS, LLC AS DESCRIBED IN DEED DOC. NO. 2001508532 ALAMEDA COUNTY RECORDS

CITY OF OAKLAND ALAMEDA COUNTY CALIFORNIA  
JANUARY 2007

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WWW.LEABRAZE.COM

OWNER/DIVIDER:  
SAN LEANDRO HOLDINGS, LLC  
1919 MARKET STREET  
OAKLAND, CALIFORNIA 94610



**VICINITY MAP**  
NO SCALE

**REFERENCES**

- ① CITY OF OAKLAND MONUMENT MAP NO. 237
- ② RECORD OF SURVEY NO. 1824 BOOK 27 PAGE 93
- ③ PARCEL MAP NO. 3682 BOOK 133 PAGE 20 ROTATED 00°00'22"

**BASIS OF BEARINGS**

THE MONUMENT LINE ON 20TH STREET TAKEN AS SHOWN ON THE "MAP OF THE CURTIS & WILLIAMS TRACT" FILED DECEMBER 10, 1859, IN BOOK 2 OF MAPS, PAGE 20, ALSO BEING THE LANDS OF SAN LEANDRO HOLDINGS, LLC AS DESCRIBED IN DEED DOC. NO. 2001508532 ALAMEDA COUNTY RECORDS

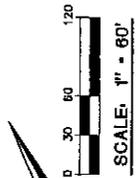
- LEGEND**
- SET 3/4" IRON PIPE W/ PLASTIC PLUG AND TAG LS 7623
  - FOUND BRASS TAG W/ NAIL LS 6995 (UNLESS OTHERWISE NOTED)
  - ▲ FOUND PIN IN CONCRETE MONUMENT
  - x FOUND CUT "X"
- ALL DISTANCES ARE IN FEET AND DECIMALS THEREOF
- EXTERIOR BOUNDARY
  - TIE-LINE

**TRACT MAP NO. 7701**

BEING A SUBDIVISION OF LOTS 1, 2, 3 AND A PORTION OF LOT 12 IN BLOCK "N" AS SHOWN ON THE "MAP OF THE CURTIS & WILLIAMS TRACT" FILED DECEMBER 10, 1859, IN BOOK 2 OF MAPS, PAGE 20, ALSO BEING THE LANDS OF SAN LEANDRO HOLDINGS, LLC AS DESCRIBED IN DEED DOC. NO. 2001508532 ALAMEDA COUNTY RECORDS

CITY OF OAKLAND ALAMEDA COUNTY CALIFORNIA  
SCALE 1"=60'

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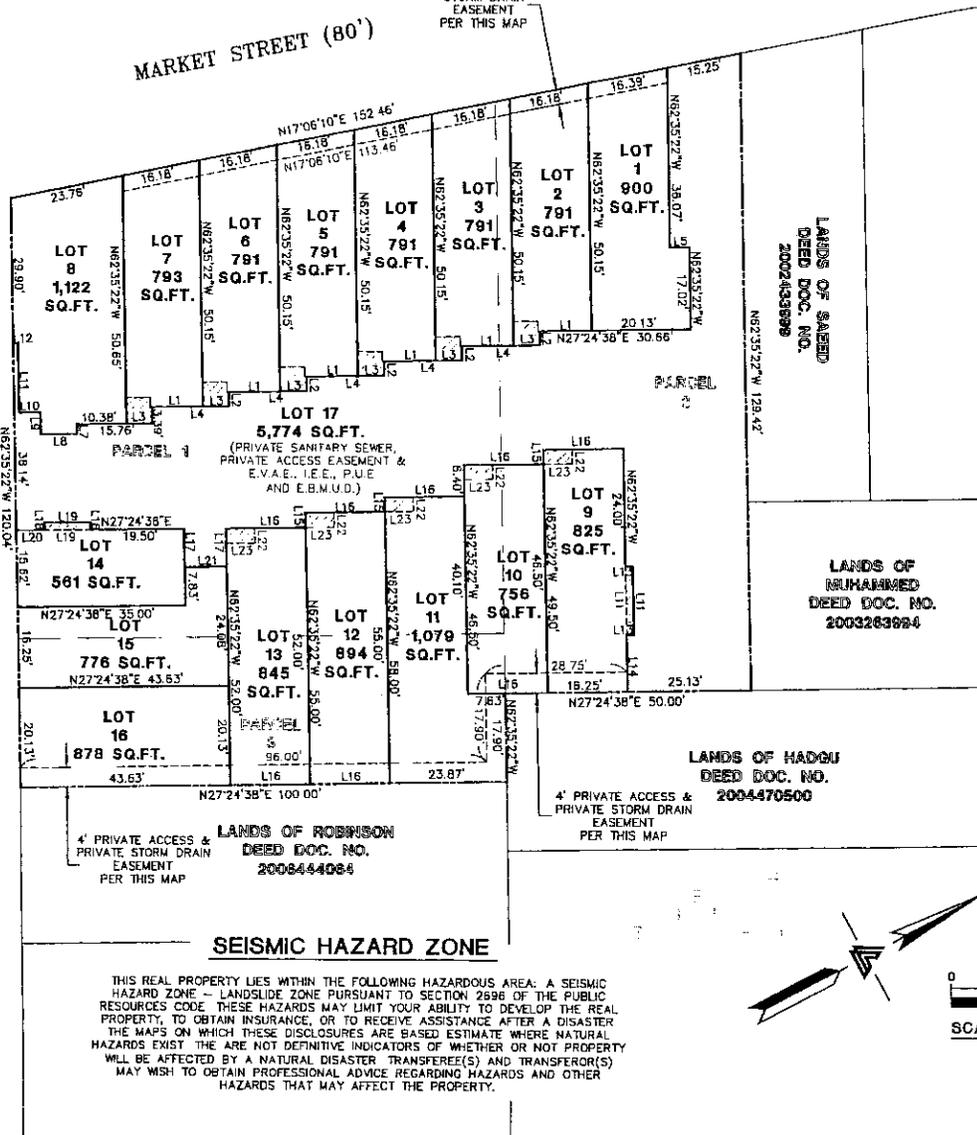


MARKET STREET (80')

3' PRIVATE STORM DRAIN EASEMENT PER THIS MAP

20TH STREET (60')

21ST STREET (60')

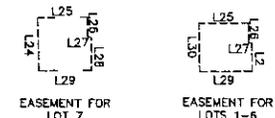


**LINE TABLE**

#	BEARING	DISTANCE	#	BEARING	DISTANCE	#	BEARING	DISTANCE
L1	N27°24'38" E	10.54'	L11	N62°35'22" W	14.00'	L21	N27°24'38" E	8.62'
L2	N62°35'22" W	2.98'	L12	N27°24'38" E	1.00'	L22	N62°35'22" W	3.00'
L3	N27°24'38" E	5.38'	L13	N27°24'38" E	1.50'	L23	N27°24'38" E	5.63'
L4	N27°24'38" E	15.92'	L14	N62°35'22" W	11.50'	L24	N62°35'22" W	5.40'
L5	N27°24'38" E	4.00'	L15	N62°35'22" W	3.00'	L25	N27°24'38" E	5.04'
L6	N62°35'22" W	3.40'	L16	N27°24'38" E	16.25'	L26	N62°35'22" W	2.00'
L7	N62°35'22" W	2.00'	L17	N62°35'22" W	7.79'	L27	N27°24'38" E	6.34'
L8	N27°24'38" E	7.50'	L18	N62°35'22" W	1.50'	L28	N62°35'22" W	3.40'
L9	N62°35'22" W	4.50'	L19	N27°24'38" E	9.50'	L29	N27°24'38" E	5.38'
L10	N27°24'38" E	4.50'	L20	N27°24'38" E	8.00'	L30	N62°35'22" W	4.89'

**LEGEND**

- INDICATES OPEN SPACE EASEMENT
- INDICATES I.E.E. AND P.U.E.
- P.U.E. PUBLIC UTILITY EASEMENT
- I.E.E. INGRESS AND EGRESS EASEMENT
- E.V.A.E. EMERGENCY VEHICLE ACCESS EASEMENT
- E.B.M.U.D. EAST BAY MUNICIPAL UTILITY DISTRICT

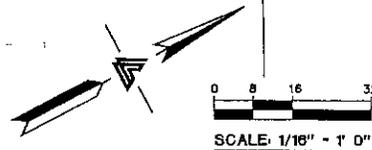


**TRACT MAP NO. 7701**

BEING A SUBDIVISION OF LOTS 1, 2, 3 AND A PORTION OF LOT 12 IN BLOCK "N" AS SHOWN ON THE "MAP OF THE CURTIS & WILLIAMS TRACT", FILED DECEMBER 10, 1869, IN BOOK 2 OF MAPS, PAGE 20, ALSO BEING THE LANDS OF SAN LEANDRO HOLDINGS, LLC AS DESCRIBED IN DEED DOC. NO. 20015008532 ALAMEDA COUNTY RECORDS

CITY OF OAKLAND ALAMEDA COUNTY CALIFORNIA  
SCALE 1"=16' JANUARY 2007

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FAX (510) 887-3018  
WWW.LEABRAZE.COM

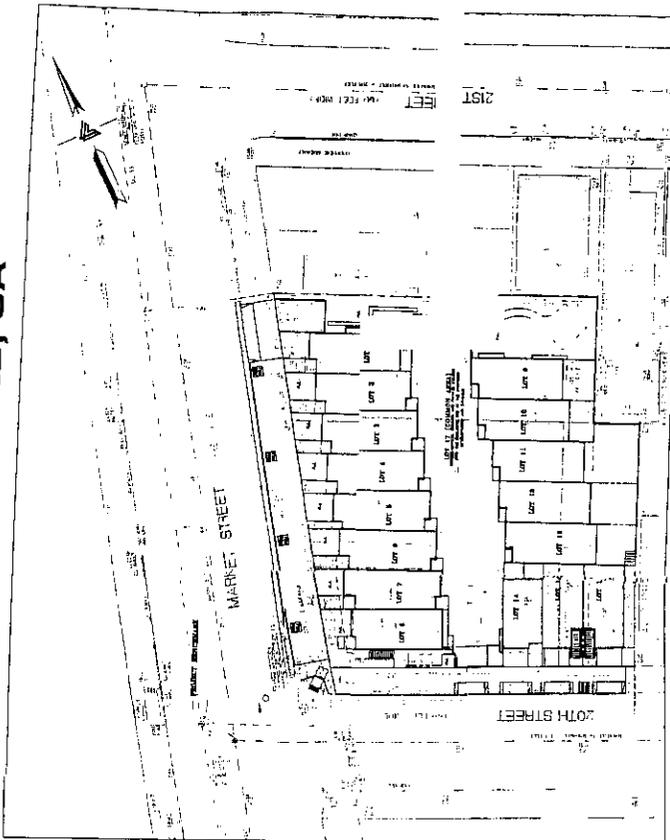


**SEISMIC HAZARD ZONE**

THIS REAL PROPERTY LIES WITHIN THE FOLLOWING HAZARDOUS AREA: A SEISMIC HAZARD ZONE - LANDSLIDE ZONE PURSUANT TO SECTION 2506 OF THE PUBLIC RESOURCES CODE THESE HAZARDS MAY LIMIT YOUR ABILITY TO DEVELOP THE REAL PROPERTY, TO OBTAIN INSURANCE, OR TO RECEIVE ASSISTANCE AFTER A DISASTER THE MAPS ON WHICH THESE DISCLOSURES ARE BASED ESTIMATE WHERE NATURAL HAZARDS EXIST THE ARE NOT DEFINITIVE INDICATORS OF WHETHER OR NOT PROPERTY WILL BE AFFECTED BY A NATURAL DISASTER TRANSFEREE(S) AND TRANSFEROR(S) MAY WISH TO OBTAIN PROFESSIONAL ADVICE REGARDING HAZARDS AND OTHER HAZARDS THAT MAY AFFECT THE PROPERTY.

# EXHIBIT B

## IMPROVEMENT PLANS FOR TRACT # 7701 2014 MARKET STREET OAKLAND, CA



### ENGINEER'S STATEMENT - GEOTECHNICAL DESIGN

STATEMENT OF THE ENGINEER (PAID PROFESSIONAL FEES)  
 HAVE BEEN REVIEWED BY THE ENGINEER AND FOUND TO BE IN ACCORDANCE WITH THE CALIFORNIA ENGINEERING PROFESSIONAL ACT AND THE ENGINEERING COUNCIL ON PRACTICE AND ETHICS. THE ENGINEER'S REVIEW IS LIMITED TO THE TECHNICAL ASPECTS OF THE DESIGN AND DOES NOT CONSTITUTE A GUARANTEE OF THE ACCURACY OF THE INFORMATION PROVIDED TO THE ENGINEER OR THE RESULTS OF SUCH INFORMATION AND TESTS WHICH HAVE BEEN COMPLETED.

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### ENGINEER'S STATEMENT - CIVIL DESIGN

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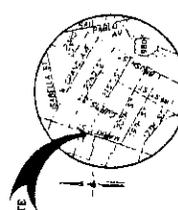
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REGISTERED CIVIL ENGINEER AND SURVEYOR (C&S) (12-31-84)  
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VICINITY MAP  
NO SCALE

- CONTRACT INFORMATION**
- OWNER: SAN LEANDRO ASSOCIATES LLC
  - PROJECT: 2014 MARKET STREET IMPROVEMENTS
  - DATE: APR. 03, 2014 AND - 03-08-14
- REFERENCES**
- THE IMPROVEMENT MAP PLAN IS SUBORDINATE TO THE RECORDING MAP PLAN FOR 2014 MARKET STREET, PREPARED BY THE ENGINEERING PROFESSIONAL SERVICES, INC., 2014 MARKET STREET, OAKLAND, CALIFORNIA.
  - 2) SEE PLAN FOR LEGEND AND NOTES.
  - 3) LANDSCAPE PLANS BY GUYTON AND ASSOCIATES.
  - 4) SEE REPORT BY INDOOR AIR QUALITY CONSULTING ENGINEERS FOR AIR QUALITY ANALYSIS.
  - 5) SEE REPORT BY INDOOR AIR QUALITY CONSULTING ENGINEERS FOR AIR QUALITY ANALYSIS.
- CONTRACTOR'S OBLIGATIONS**
- THE CONTRACTOR SHALL VERIFY THE ABOVE NOTED INFORMATION AND SHALL REPORT ANY DISCREPANCIES TO THE ENGINEER IMMEDIATELY UPON DISCOVERY.

**BASIS OF BEARINGS**

THE BEARINGS FOR ALL POINTS IN THIS PLAN ARE BASED ON THE NORTH-SOUTH MERIDIAN OF 1983.

**REMARKS**

THE CONTRACTOR SHALL VERIFY THE ABOVE NOTED INFORMATION AND SHALL REPORT ANY DISCREPANCIES TO THE ENGINEER IMMEDIATELY UPON DISCOVERY.

**SHEET INDEX**

C-1	TITLE SHEET
C-2	TOPOGRAPHIC SURVEY
C-3	LOT LAYOUT PLAN
C-4	GRADING PLAN
C-5	UTILITY PLAN
C-6	ENTIREWAY AND UTILITY PROFILE AND SECTIONS
C-7	EROSION CONTROL PLAN
C-8	STORM WATER POLLUTION PREVENTION MEASURES
C-9	STORM WATER TREATMENT PLAN
C-10	LANDSCAPE PLAN
C-11	CONTRACT

TITLE SHEET  
 18" X 24" (11-11-14)  
 SHEET C-1  
 18" X 24" (11-11-14)



**KEY MAP**  
 SCALE: 1" = 20'

**PROPERTY DESCRIPTION**  
 PREPARED BY SAN LEANDRO ASSOCIATES LLC, 2014 MARKET STREET, OAKLAND, CALIFORNIA. THE INFORMATION IS FOR INFORMATIONAL PURPOSES ONLY AND DOES NOT CONSTITUTE A GUARANTEE OF THE ACCURACY OF THE INFORMATION PROVIDED TO THE ENGINEER OR THE RESULTS OF SUCH INFORMATION AND TESTS WHICH HAVE BEEN COMPLETED.

**ABBREVIATIONS**

AD	ADJUSTED
AS	AS SHOWN
BL	BOUNDARY LINE
CL	CENTERLINE
CS	CURB SIDE
ES	EXISTING SURFACE
FS	FINISHED SURFACE
GS	GRADING SURFACE
IS	IMPROVED SURFACE
LS	LANDSCAPE SURFACE
MS	MEASUREMENT SURFACE
NS	NATURAL SURFACE
OS	ORIGINAL SURFACE
PS	PROPOSED SURFACE
RS	RECONSTRUCTED SURFACE
SS	STREET SURFACE
TS	TERRACE SURFACE
US	UNIMPROVED SURFACE
VS	VERTICAL SURFACE
WS	WORK SURFACE
YS	YARD SURFACE
ZS	ZONED SURFACE

**ESTIMATED EARTHWORK QUANTITIES**

ESTIMATED EARTHWORK QUANTITIES ARE BASED ON THE INFORMATION PROVIDED TO THE ENGINEER AND ARE FOR INFORMATIONAL PURPOSES ONLY. THE CONTRACTOR SHALL VERIFY THE ABOVE NOTED INFORMATION AND SHALL REPORT ANY DISCREPANCIES TO THE ENGINEER IMMEDIATELY UPON DISCOVERY.

**CONSTRUCTION STANDARDS**

CONSTRUCTION STANDARDS SHALL BE IN ACCORDANCE WITH THE CALIFORNIA ENGINEERING PROFESSIONAL ACT AND THE ENGINEERING COUNCIL ON PRACTICE AND ETHICS.

recording requested by:

**EXHIBIT C**

**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

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

APPROVED FOR FORM AND LEGALITY

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

**SUBDIVISION IMPROVEMENT AGREEMENT**

**Deferred Construction of Public Infrastructure Improvements**

**2014 Market Street**

**Final Map - Tract No. 7701**

This Agreement is between **San Leandro Holdings, LLC**, (DEVELOPER), a California limited liability company (no. 200102410004), 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 two (2) undeveloped lots located within the corporate limits of the City of Oakland, which are identified by the Alameda County Assessor as parcel numbers 003-0031-014-00 and 003-0031-015-01 and by the CITY as 2024 Market Street, who has presented a proposed Final Map, which is identified by the Alameda County Recorder as Tract No. 7701, to the Council of the City of Oakland that proposes a subdivision of this platted land into seventeen (17) lots.

As a condition precedent to the approval of the proposed Final Map, the CITY requires the irrevocable dedication of 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 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 PX0600090 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. 7701 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 warrantee period specified herein said designs prove to be inadequate in any respect, as determined by the City Engineer, the DEVELOPER shall make changes at its sole expense necessary to assure conformance with said standards and criteria.

**9. Inspection of Construction**

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

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

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

**11. Reversion to Acreage**

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

**12. Property Acquisition**

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

**13. Security**

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

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

1. **Faithful Performance Bond** in a face amount not less than **\$81,000.00**, which is the full amount (one-hundred percent) of the City Engineer's total estimated cost for constructing the on-site and off-site 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 **\$40,500.00**, 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 **\$20,250.00**, 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. 7701, 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 PX0600090 Planning VMD05383  
Grading GR0600074 Building RB 0601892, et al.

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

Subdivision: Final Map - Track 7701 City Engineer's Estimate of the Cost of Improvements

Insurer: American Safety Surety: Certificate of Deposit (Summit Bank)

**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.

**SAN LEANDRO HOLDINGS, LLC \***

**CITY OF OAKLAND**

\_\_\_\_\_  
signature

\_\_\_\_\_  
signature

\_\_\_\_\_  
name

**DEBORAH EDGERLY**  
City Administrator

\_\_\_\_\_  
title

\_\_\_\_\_  
date

\_\_\_\_\_  
date

*\* notarized acknowledgment required*