

CITY OF OAKLAND
Agenda Report

001125 11:50

TO: Office of the City Administrator
ATTN: Deborah Edgerly
FROM: Community and Economic Development Agency
DATE: April 4, 2006

RE: A Report And Resolutions Approving A Final Map For Tract 7502 and A Subdivision Improvement Agreement For Deferred Construction Of Public Infrastructure Improvements At 313 105th Avenue For The Prairie Stone I Residential Home Project

SUMMARY

Two resolutions have been prepared approving:

- A Final Map for "Tract No. 7502, Prairie Stone I" for the voluntary merger of two existing parcels and their re-subdivision by the developer, Marinwoods Enterprises, Inc , a California Corporation (no. C2465840), into twenty-two (22) "mini-lots" for single-family residences with dedicated easements for a private street (Hidden Creek Lane), emergency vehicle access, private and public utilities, private parking, and private sidewalks and walkways.
- A Subdivision Improvement Agreement (SIA) with the developer for deferred construction of off-site public sidewalk on 105th Avenue and on-site underground public utility improvements.

The Planning Commission approved land use entitlements and the tentative map for the mini-lot development project on March 17, 2004. The City Engineer has determined that the Final Map is in substantial compliance with the approved tentative map. Approval of the Final Map will be a ministerial action by the City Council and approval of the Subdivision Improvement Agreement will be a discretionary action. The developer is dedicating a public easement on, over, and under the private street for utilities (water, sewer, storm, electric, telecommunications, gas). The City Engineer has approved the plans and specifications prepared by the developer for construction of public and private infrastructure (permit PX0400047), and the Fire Marshall has approved the private street access for fire apparatus.

FISCAL IMPACT

Staff costs for processing the Final Map and Subdivision Improvement Agreement will be covered by fees set by the Master Fee Schedule and paid by the developer and deposited in the General Purpose Fund (1010), Engineering Services organization (88432), Tract Map account (45119), Engineering and Architectural Program (PS30). The standard conditions of the Subdivision Improvement Agreement require that the property owner maintain liability and property damage insurance and to include the City as a named insured on the policy.

Item No. 10.6CC
City Council
April 4, 2006

PROJECT DESCRIPTION

The Prairie Stone I project is a two acre site located at 313 105th Avenue, near the intersection of Creekside Circle, that abuts an Alameda County Flood Control District channel (San Leandro Creek). The project will merge two parcels (APN 045-5370-013-01 and 045-5370-014-01) and re-subdivide them into twenty-two (22) single-family "mini-lots" (abutting exterior walls at common property lines). The houses will front onto an interior private access easement (Hidden Creek Lane). On-site private storm drain, sanitary sewer, and other utility lines and off-site public sidewalk improvements will be privately maintained by the homeowners' association. The developer has provided surety bonding (150% of the estimated cost of construction) that guarantees the completion of the infrastructure improvements and payment of the contractors and suppliers and warrants the performance of the completed work and the maintenance by the developer for one year following acceptance by the City Engineer.

KEY ISSUES AND IMPACTS

Final Map

As set forth in California Government Code section 664474.1 (Subdivision Map Act), approval of the Final Map is an administrative, ministerial, and mandatory action by the City Council once the City Engineer has determined that the Final Map conforms substantially with the approved Tentative Map and is technically correct (correct map size and medium, correct metes and bounds, required signatures, required statements, required licensures, etc.). The controlling discretionary action to be taken by the City relating to a subdivision map is at the Tentative Map stage. The purpose of submitting the Final Map to the City Council is to ensure that the Council and the public remain informed about development in the City. Upon discretionary approval of an SIA with the subdivider, the City Council has no discretionary authority to withhold approval of a Final Map.

Subdivision Improvement Agreement

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

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

SUSTAINABLE OPPORTUNITIES

Economic

The *Prairie Stone I* development project will provide opportunities for professional services and construction related jobs for the Oakland community. The developer is required to follow City policies for bidding and awarding contracts to Small and Local Business Enterprise firms.

Environmental

Land use approvals and construction permits for public infrastructure improvements and new buildings require that the permittee comply with City ordinances and regional Best Management Practices for reducing nuisance noise, fugitive dust, construction debris disposal, and storm drainage pollutant runoff. The infrastructure work will not require pile driving.

Social Equity

The *Prairie Stone I* project will provide affordable housing opportunities, will assist the economic revitalization of the Brookfield Village area, and will encourage the infusion and recurrence of diverse multi-cultural activities, businesses, and events.

DISABILITY AND SENIOR CITIZEN ACCESS

The replacement sidewalk on 105th Avenue will conform to Caltrans and City requirements for handicapped accessibility.

RECOMMENDATIONS

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

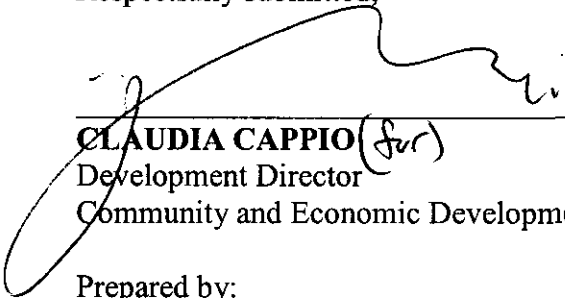
ACTION REQUESTED OF THE CITY COUNCIL

Staff recommends that the Council accept this report for the *Prairie Stone I* project, and

- adopt the proposed resolution, as a ministerial action,
 - approving the Final Map for Tract 7502, and
 - accepting the off-site public improvements for maintenance by the City after expiration of the one-year warrantee period; and
 - accepting the offers of dedication of on-site sanitary sewer, public utility, and emergency vehicle access easements after expiration of the one-year warrantee period for the public improvements; and
 - authorizing the City Engineer and City Clerk to execute the Final Map, and
 - directing the City Clerk to file the executed Final Map with Alameda County for recordation, and

- adopt the proposed resolution, as a discretionary action,
 - approving the Subdivision Improvement Agreement with Marinwoods Enterprises, Inc., and
 - authorizing the City Administrator to execute the Subdivision Improvement Agreement and to grant an extension of time, without returning to Council, to complete the work, and
 - directing the City Clerk to file the executed Subdivision Improvement Agreement with the Alameda County Recorder concurrently with the Final Map for simultaneous recordation.

Respectfully submitted,



CLAUDIA CAPPIO (for)
Development Director
Community and Economic Development Agency

Prepared by:

Raymond M. Derania
Interim City Engineer
Building Services Division

APPROVED FOR FORWARDING
TO THE CITY COUNCIL



OFFICE OF THE CITY ADMINISTRATOR

Attachments: Resolution - approval of Final Map for Tract 7502
Resolution - approval of the Subdivision Improvement Agreement

Introduced by

Approved for Form and Legality

Councilmember

F. Faiz

City Attorney

OAKLAND CITY COUNCIL

Resolution No. _____ C.M.S.

RESOLUTION APPROVING THE FINAL MAP FOR TRACT 7502 FOR THE PRAIRIE STONE I RESIDENTIAL HOME PROJECT AT 313 105th AVENUE AND ACCEPTING OFFERS OF DEDICATION FOR ON-SITE PUBLIC UTILITY, SANITARY SEWER, AND EMERGENCY VEHICLE ASSESS EASEMENTS

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

WHEREAS, the Planning Commission of the City of Oakland approved the Tentative Map and companion land use entitlements for Tract 7502 on March 17, 2004, which proposed a voluntary merger of two existing parcels and their re-subdivision into twenty-two developable lots with dedications of public easements for utilities, sanitary sewer, and emergency vehicle access; and

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

WHEREAS, the Subdivider has applied to the City of Oakland to merge voluntarily the existing two parcels, identified as APN 045-5370-013-01 and 045-5370-014-01, and re-subdivide them into the twenty-two lots comprising Tract 7502; and

WHEREAS, the Subdivider has complied with the terms and conditions attached to the Tentative Map for Tract 7502, and the City Engineer has determined that the Final Map for Tract 7502 is substantially the same as the Tentative Map approved by the Planning Commission and that the Final Map is technically correct and accurately delineates the metes and bounds of the twenty-two proposed lots and the proposed public and private easements, the limits of which have been established by field survey and can be re-established from the monuments, property corners, radii, bearings, and distances shown on the Final Map; and

Whereas, the City Engineer has further determined that the Final Map for Tract 7502, attached hereto as Exhibit A, complies in all manners with the provisions of the California Government Code (Section 66400, et seq. - Subdivision Map Act), and the City of Oakland's local ordinance (Municipal Code Title 16 - Subdivisions); and

WHEREAS, the Subdivider has employed a competent and qualified design professional, who is licensed by the State of California to practice civil engineering, to prepare plans and

10600-1
ORA/COUNCIL
APR 04 2006

specifications, attached hereto as Exhibit B, for the construction of required publicly and privately maintained surface and subsurface improvements within the existing public right-of-way and the proposed on-site public easements; and

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

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

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

WHEREAS, pursuant to Government Code section 66462 and Municipal Code section 16.20.100 as a condition precedent to approval of said Final Map by the Council of the City of Oakland, the Subdivider has executed a Subdivision Improvement Agreement assuring the timely construction, unconditional warrantee, and prescribed maintenance of all required publicly and privately maintained infrastructure improvements within the public right-of-way; and

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

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

WHEREAS, that upon City Attorney's approval as to form and legality of the Subdivision Improvement Agreement and the surety bonds, the City Administrator is authorized to execute said Agreement on behalf of the City of Oakland; and

WHEREAS, the Subdivider has offered the dedication of non-exclusive public easements under, on, and over the on-site private access easement and privately-owned lots, as identified in said Map, to the City Oakland that include, but are not limited to, wires and conduits for gas, electricity, cable television, fiber optics, sanitary sewer mains, and potable water mains, and all appurtenances; 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 7502 is hereby conditionally approved; and be it

FURTHER RESOLVED, that the City Engineer is hereby authorized to endorse said Final Map; and be it

FURTHER RESOLVED, that the City Clerk is authorized to endorse said Final Map and directed to file the endorsed Final Map and the 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 said Final Map and said Agreement; and be it

FURTHER RESOLVED, that upon expiration of the warrantee and maintenance period, as identified in said Agreement, following the issuance of a Certificate of Completion by the City Engineer, the offers of dedication by the Subdivider of the on-site public easements for utilities, sanitary sewer, and emergency vehicle access, as identified in said Map, are hereby accepted; and be it

FURTHER RESOLVED, that maintenance of the private sanitary sewer and stormwater drainage mains within said public utility easements shall remain the responsibility in perpetuity of the property owners of Tract 7502 and their homeowners association, both severally and jointly, and their representatives, agents, heirs, successors, and assigns; and be it

FURTHER RESOLVED, that upon expiration of the warrantee and maintenance period, as identified in said Agreement, following the issuance of a Certificate of Completion by the City Engineer, the maintenance of newly constructed public infrastructure within the public right-of-way and on-site public easements is hereby accepted by the City, excepting from said maintenance all of the public sidewalks, curbs and gutters and further excepting those improvements that are otherwise regulated by the California Public Utilities Commission.

IN COUNCIL, OAKLAND, CALIFORNIA, _____, 2006

PASSED BY THE FOLLOWING VOTE:

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

NOES -

ABSENT -

ABSTENTION -

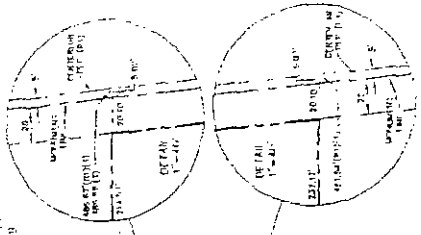
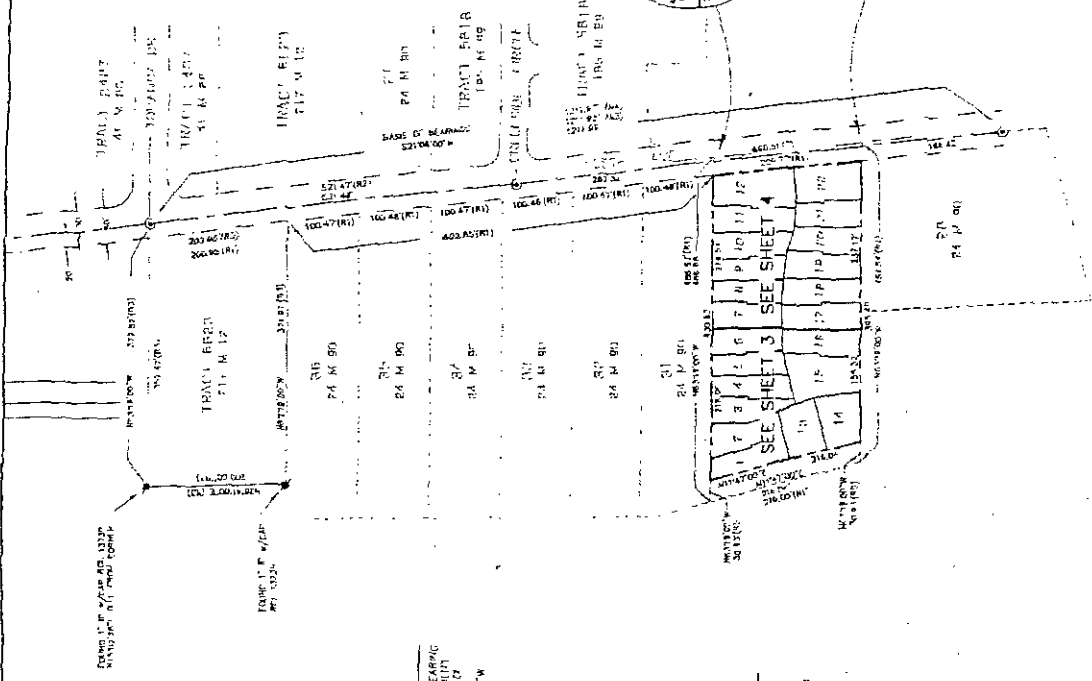
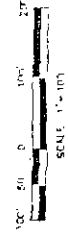
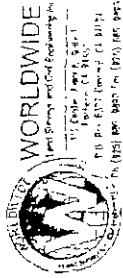
ATTEST: _____

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

APR 04 2006

EXHIBIT A

TRACT 7502
PRAIRIE STONE I
 A SUBDIVISION OF A PORTION OF LOTS 29, 30 & 31
 MAP OF GUNHA & WALKER PROPERTY,
 MAP BOOK 74, PAGE 90, RECORDED AUG. 7, 1909
 CITY OF OAKLAND, ALAMEDA COUNTY, CALIFORNIA
 SCALE: 1" = 100' OCTOBER, 2005



BASIS OF BEARINGS
 THE BASIS OF BEARINGS FOR THIS MAP IS THE BEARING
 BETWEEN THE TOWER MOUNTAINS ON THE MOUNTAIN
 LINE OF 105TH AVENUE, AS SHOWN ON THE MAP OF
 THE CITY OF OAKLAND, ALAMEDA COUNTY, CALIFORNIA,
 ALAMEDA COUNTY RECORDS, VOLUME 45, PAGE 17.

- LEGEND**
- MOUNTAIN LINE
 - RIGHT OF WAY LINE
 - FORMER EXISTING CITY STREET IMPROVEMENT
 - FORMER EXISTING CITY STREET IMPROVEMENT
 - SET 5/8" PEBBLE WITH CAP 1566310
 - (R1) RECORDS 114, 148, 149
 - (R2) RECORDS 114, 148, 149
 - (R3) RECORDS 114, 148, 149
 - (R4) RECORDS 114, 148, 149
 - (R5) RECORDS 114, 148, 149
 - (R6) RECORDS 114, 148, 149
 - (T) TOTAL DISTANCE

TRACT 7502 PRAIRIE STONE I

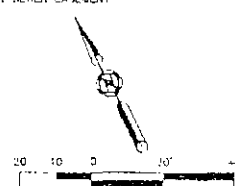
A SUBDIVISION OF A PORTION OF LOTS 29 & 30
"MAP OF CUNHA & WALKER PROPERTY"
MAP BOOK 24, PAGE 90, RECORDED AUG. 2, 1909
CITY OF OAKLAND, ALAMEDA COUNTY, CALIFORNIA
SCALE: 1"=20'
OCTOBER, 2005



WORLDWIDE
Land Surveys and Civil Engineering Inc.
111 Centre Avenue, Suite 1
Oakland, CA 94613
P.O. Box 5277 Oakland, CA 94617
Tel: (510) 546-3880 Fax: (510) 546-3883

LEGEND

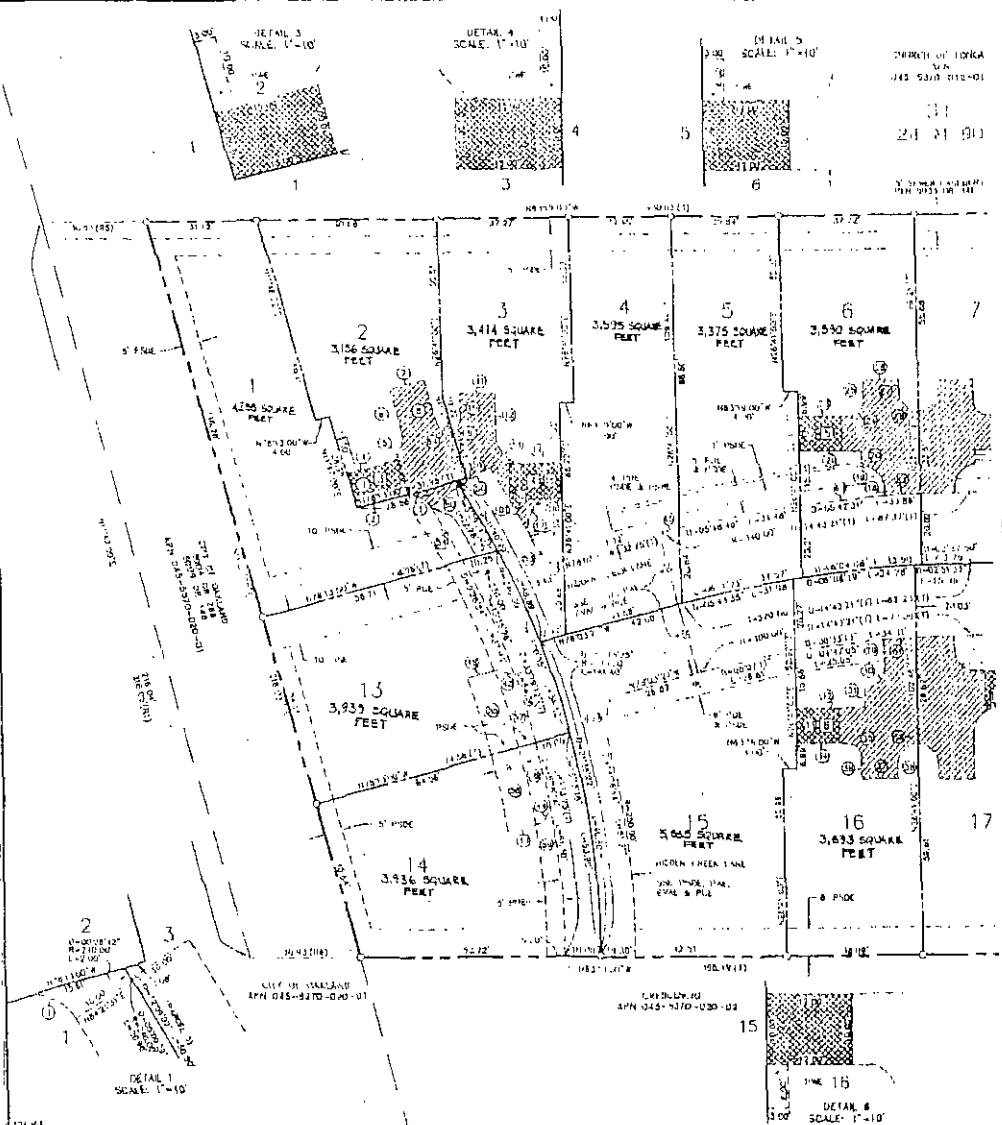
- SUBDIVISION BOUNDARY
- - - LOT LINE
- - - EASEMENT
- ▨ SIDE, PAE, EYAE & LVE
- ▩ PFL, PAF, LYAE, VSOL & PUE
- ② DELTA NUMBER
- ⊙ IRREGULAR STANDARD CITY STREET IMPROVEMENT
- ⊙ FOUND MONUMENT AS NOTED
- ⊙ 12" x 12" REBAR WITH CAP 156630
- ⊙ RECORDED PER 24 M 90
- ⊙ RECORDED PER 105 M 98
- ⊙ RECORDED PER 271 M 12
- ⊙ RECORDED PER CITY OF OAKLAND
- ⊙ PERM 111 248-A-110
- ⊙ RECORDED PER 5004 OR 368
- ⊙ RECORDED PER 1099 OR 148
- (L) LOCAL DISTANCE
- LYAE EMERGENCY VEHICULAR ACCESS EASEMENT
- PAE PRIVATE ACCESS EASEMENT
- PPE PRIVATE PARKING EASEMENT
- PSDE PRIVATE STORM DRAIN EASEMENT
- PLM PRIVATE SIDEWALK EASEMENT
- PUE PUBLIC UTILITY EASEMENT
- SE SANITARY SEWER EASEMENT
- Δ DELTA
- R RADIUS
- L LENGTH



BASIS OF BEARINGS

THE BASIS OF BEARINGS FOR THIS MAP IS THE BEARING BETWEEN THE FOUND MONUMENTS ON THE NEULMANTH LINE OF 103RD AVENUE AS SHOWN ON THE MAP OF TRACT 8823, FILED IN MAP BOOK 217, PAGE 12, ALAMEDA COUNTY RECORDS, TAKEN AS S21°06'30"W

SHEET 3 OF 4



SEE SHEET 4

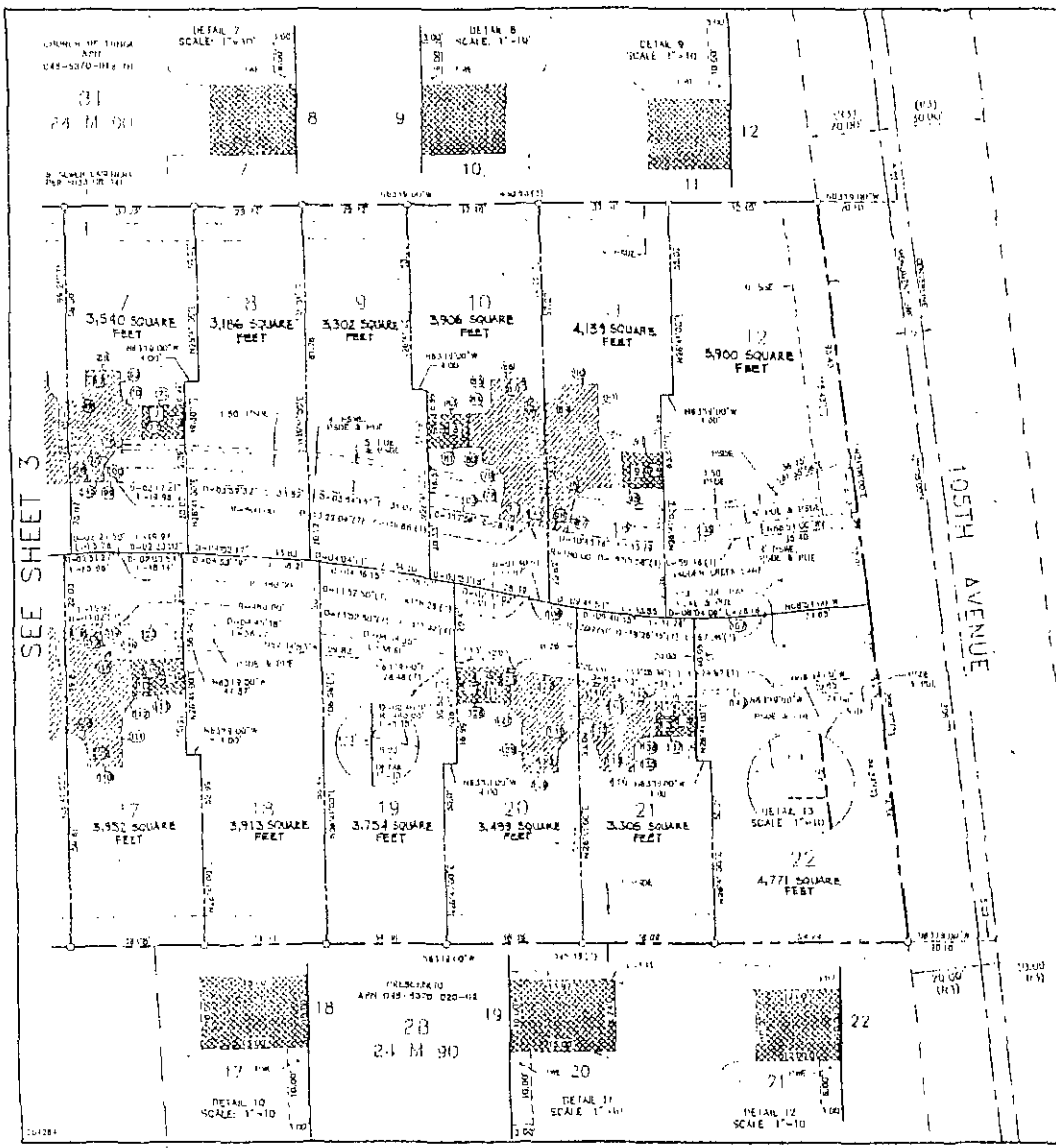
CURVE TABLE

CURVE	RADIUS	DELTA	LENGTH
1	7.00	22.14 31	6.47
2	8.00	30.00 00	12.57
3	5.00	71.81 15	1.28
4	8.00	30.00 00	7.27
5	8.00	33.75 29	9.30
6	8.00	30.00 00	6.28
7	8.00	33.75 29	9.18
8	8.00	33.75 29	9.06
9	8.00	33.75 29	9.02
10	8.00	33.75 29	9.02
11	8.00	33.75 29	9.02
12	8.00	33.75 29	9.02
13	8.00	33.75 29	9.02
14	8.00	33.75 29	9.02
15	8.00	33.75 29	9.02
16	8.00	33.75 29	9.02
17	8.00	33.75 29	9.02
18	8.00	33.75 29	9.02
19	8.00	33.75 29	9.02
20	8.00	33.75 29	9.02
21	8.00	33.75 29	9.02
22	8.00	33.75 29	9.02
23	8.00	33.75 29	9.02
24	8.00	33.75 29	9.02
25	8.00	33.75 29	9.02
26	8.00	33.75 29	9.02
27	8.00	33.75 29	9.02
28	8.00	33.75 29	9.02
29	8.00	33.75 29	9.02
30	8.00	33.75 29	9.02
31	8.00	33.75 29	9.02
32	8.00	33.75 29	9.02
33	8.00	33.75 29	9.02
34	8.00	33.75 29	9.02
35	8.00	33.75 29	9.02
36	8.00	33.75 29	9.02
37	8.00	33.75 29	9.02
38	8.00	33.75 29	9.02
39	8.00	33.75 29	9.02
40	8.00	33.75 29	9.02
41	8.00	33.75 29	9.02
42	8.00	33.75 29	9.02
43	8.00	33.75 29	9.02
44	8.00	33.75 29	9.02
45	8.00	33.75 29	9.02
46	8.00	33.75 29	9.02
47	8.00	33.75 29	9.02
48	8.00	33.75 29	9.02
49	8.00	33.75 29	9.02
50	8.00	33.75 29	9.02
51	8.00	33.75 29	9.02
52	8.00	33.75 29	9.02
53	8.00	33.75 29	9.02
54	8.00	33.75 29	9.02
55	8.00	33.75 29	9.02
56	8.00	33.75 29	9.02
57	8.00	33.75 29	9.02
58	8.00	33.75 29	9.02
59	8.00	33.75 29	9.02
60	8.00	33.75 29	9.02
61	8.00	33.75 29	9.02
62	8.00	33.75 29	9.02
63	8.00	33.75 29	9.02
64	8.00	33.75 29	9.02
65	8.00	33.75 29	9.02
66	8.00	33.75 29	9.02
67	8.00	33.75 29	9.02
68	8.00	33.75 29	9.02
69	8.00	33.75 29	9.02
70	8.00	33.75 29	9.02
71	8.00	33.75 29	9.02
72	8.00	33.75 29	9.02
73	8.00	33.75 29	9.02
74	8.00	33.75 29	9.02
75	8.00	33.75 29	9.02
76	8.00	33.75 29	9.02
77	8.00	33.75 29	9.02
78	8.00	33.75 29	9.02
79	8.00	33.75 29	9.02
80	8.00	33.75 29	9.02
81	8.00	33.75 29	9.02
82	8.00	33.75 29	9.02
83	8.00	33.75 29	9.02
84	8.00	33.75 29	9.02
85	8.00	33.75 29	9.02
86	8.00	33.75 29	9.02
87	8.00	33.75 29	9.02
88	8.00	33.75 29	9.02
89	8.00	33.75 29	9.02
90	8.00	33.75 29	9.02
91	8.00	33.75 29	9.02
92	8.00	33.75 29	9.02
93	8.00	33.75 29	9.02
94	8.00	33.75 29	9.02
95	8.00	33.75 29	9.02
96	8.00	33.75 29	9.02
97	8.00	33.75 29	9.02
98	8.00	33.75 29	9.02
99	8.00	33.75 29	9.02
100	8.00	33.75 29	9.02

CURVE TABLE

CURVE	RADIUS	DELTA	LENGTH
1	7.00	22.14 31	6.47
2	8.00	30.00 00	12.57
3	5.00	71.81 15	1.28
4	8.00	30.00 00	7.27
5	8.00	33.75 29	9.30
6	8.00	30.00 00	6.28
7	8.00	33.75 29	9.18
8	8.00	33.75 29	9.06
9	8.00	33.75 29	9.02
10	8.00	33.75 29	9.02
11	8.00	33.75 29	9.02
12	8.00	33.75 29	9.02
13	8.00	33.75 29	9.02
14	8.00	33.75 29	9.02
15	8.00	33.75 29	9.02
16	8.00	33.75 29	9.02
17	8.00	33.75 29	9.02
18	8.00	33.75 29	9.02
19	8.00	33.75 29	9.02
20	8.00	33.75 29	9.02
21	8.00	33.75 29	9.02
22	8.00	33.75 29	9.02
23	8.00	33.75 29	9.02
24	8.00	33.75 29	9.02
25	8.00	33.75 29	9.02
26	8.00	33.75 29	9.02
27	8.00	33.75 29	9.02
28	8.00	33.75 29	9.02
29	8.00	33.75 29	9.02
30	8.00	33.75 29	9.02
31	8.00	33.75 29	9.02
32	8.00	33.75 29	9.02
33	8.00	33.75 29	9.02
34	8.00	33.75 29	9.02
35	8.00	33.75 29	9.02
36	8.00	33.75 29	9.02
37	8.00	33.75 29	9.02
38	8.00	33.75 29	9.02
39	8.00	33.75 29	9.02
40	8.00	33.75 29	9.02
41	8.00	33.75 29	9.02
42	8.00	33.75 29	9.02
43	8.00	33.75 29	9.02
44	8.00	33.75 29	9.02
45	8.00	33.75 29	9.02
46	8.00	33.75 29	9.02
47	8.00	33.75 29	9.02
48	8.00	33.75 29	9.02
49	8.00	33.75 29	9.02
50	8.00	33.75 29	9.02
51	8.00	33.75 29	9.02
52	8.00	33.75 29	9.02
53	8.00	33.75 29	9.02
54	8.00	33.75 29	9.02
55	8.00	33.75 29	9.02
56	8.00	33.75 29	9.02
57	8.00	33.75 29	9.02
58	8.00	33.75 29	9.02
59	8.00	33.75 29	9.02
60	8.00	33.75 29	9.02
61	8.00	33.75 29	9.02
62	8.00	33.75 29	9.02
63	8.00	33.75 29	9.02
64	8.00	33.75 29	9.02
65	8.00	33.75 29	9.02
66	8.00	33.75 29	9.02
67	8.00	33.75 29	9.02
68	8.00	33.75 29	9.02
69	8.00	33.75 29	9.02
70	8.00	33.75 29	9.02
71	8.00	33.75 29	9.02
72	8.00	33.75 29	9.02
73	8.00	33.75 29	9.02
74	8.00	33.75 29	9.02
75	8.00	33.75 29	9.02
76	8.00	33.75 29	9.02
77	8.00	33.75 29	9.02
78	8.00	33.75 29	9.02
79	8.00	33.75 29	9.02
80	8.00	33.75 29	9.02
81	8.00	33.75 29	9.02
82	8.00	33.75 29	9.02
83	8.00	33.75 29	9.02
84	8.00	33.75 29	9.02
85	8.00	33.75 29	9.02
86	8.00	33.75 29	9.02
87	8.00	33.75 29	9.02
88	8.00	33.75 29	9.02
89	8.00	33.75 29	9.02
90	8.00	33.75 29	9.02
91	8.00	33.75 29	9.02
92	8.00	33.75 29	9.02
93	8.00	33.75 29	9.02
94	8.00	33.75 29	9.02
95	8.00	33.75 29	9.02
96	8.00	33.75 29	9.02
97	8.00	33.75 29	9.02
98	8.00	33.75 29	9.02
99	8.00	33.75 29	9.02
100	8.00	33.75 29	9.02

124.64



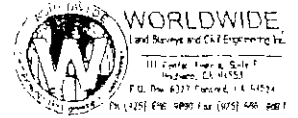
LINE TABLE

LINE NO.	BEARING	DISTANCE
1	N 89° 15' 00" W	10.00
2	S 89° 15' 00" E	10.00
3	N 89° 15' 00" W	10.00
4	S 89° 15' 00" E	10.00
5	N 89° 15' 00" W	10.00
6	S 89° 15' 00" E	10.00
7	N 89° 15' 00" W	10.00
8	S 89° 15' 00" E	10.00
9	N 89° 15' 00" W	10.00
10	S 89° 15' 00" E	10.00
11	N 89° 15' 00" W	10.00
12	S 89° 15' 00" E	10.00
13	N 89° 15' 00" W	10.00
14	S 89° 15' 00" E	10.00
15	N 89° 15' 00" W	10.00
16	S 89° 15' 00" E	10.00
17	N 89° 15' 00" W	10.00
18	S 89° 15' 00" E	10.00
19	N 89° 15' 00" W	10.00
20	S 89° 15' 00" E	10.00
21	N 89° 15' 00" W	10.00
22	S 89° 15' 00" E	10.00

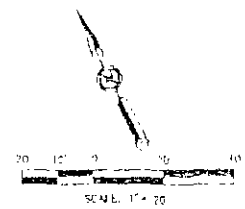
CURVE DATA

LINE NO.	RADIUS	CHORD	ARC LENGTH
1	100.00	100.00	100.00
2	100.00	100.00	100.00
3	100.00	100.00	100.00
4	100.00	100.00	100.00
5	100.00	100.00	100.00
6	100.00	100.00	100.00
7	100.00	100.00	100.00
8	100.00	100.00	100.00
9	100.00	100.00	100.00
10	100.00	100.00	100.00
11	100.00	100.00	100.00
12	100.00	100.00	100.00
13	100.00	100.00	100.00
14	100.00	100.00	100.00
15	100.00	100.00	100.00
16	100.00	100.00	100.00
17	100.00	100.00	100.00
18	100.00	100.00	100.00
19	100.00	100.00	100.00
20	100.00	100.00	100.00
21	100.00	100.00	100.00
22	100.00	100.00	100.00

TRACT 7502
PRAIRIE STONE I
 A SUBDIVISION OF A PORTION OF LOTS 29 & 30
 "MAP OF CUNHA & WALKER PROPERTY"
 MAP BOOK 24, PAGE 90, RECORDED AUG. 7, 1909
 CITY OF OAKLAND, ALAMEDA COUNTY, CALIFORNIA
 SCALE: 1"=20' OCTOBER, 2005



- LEGEND**
- SUBDIVISION BOUNDARY
 - 10' WIDE EASEMENT
 - 15' WIDE EASEMENT
 - 20' WIDE EASEMENT
 - 30' WIDE EASEMENT
 - 40' WIDE EASEMENT
 - 50' WIDE EASEMENT
 - 60' WIDE EASEMENT
 - 70' WIDE EASEMENT
 - 80' WIDE EASEMENT
 - 90' WIDE EASEMENT
 - 100' WIDE EASEMENT
 - 120' WIDE EASEMENT
 - 150' WIDE EASEMENT
 - 200' WIDE EASEMENT
 - 300' WIDE EASEMENT
 - 400' WIDE EASEMENT
 - 500' WIDE EASEMENT
 - 600' WIDE EASEMENT
 - 700' WIDE EASEMENT
 - 800' WIDE EASEMENT
 - 900' WIDE EASEMENT
 - 1000' WIDE EASEMENT
 - 1200' WIDE EASEMENT
 - 1500' WIDE EASEMENT
 - 2000' WIDE EASEMENT
 - 3000' WIDE EASEMENT
 - 4000' WIDE EASEMENT
 - 5000' WIDE EASEMENT
 - 6000' WIDE EASEMENT
 - 7000' WIDE EASEMENT
 - 8000' WIDE EASEMENT
 - 9000' WIDE EASEMENT
 - 10000' WIDE EASEMENT



BASIS OF BEARINGS
 THE BASIS OF BEARINGS FOR THIS MAP IS THE BEARING BETWEEN THE EXISTING MONUMENTS ON THE NEULAND TRACT 5025, FILED IN MAP BOOK 217, PAGE 12, ALAMEDA COUNTY RECORDS, TAKEN AS 42°10'00" W

EXHIBIT A

EXHIBIT B

SUBDIVISION IMPROVEMENT BOND FAITHFUL PERFORMANCE (CALIFORNIA)

Bond SS10305
Initial Premium \$ 11,701.00

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

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

Prairie Stone I Tract No. 7502

as more fully set forth in said Agreement.

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

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

Signed, sealed and dated February 17, _____, 2006.

Marinwoods Enterprises, Inc.
Principal

Steven Marin

Steven Marin, President

Financial Pacific Insurance Company

By John F. Arents

John F. Arents Attorney-in-Fact

P.O. Box 292220
Sacramento, CA 95829

Address

EXHIBIT B

SUBDIVISION IMPROVEMENT BOND LABOR AND MATERIAL (CALIFORNIA)

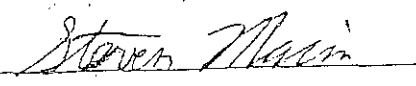
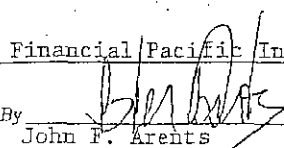
	Bond 8810305 Premium \$ <u>Included in Performance</u> Bond
KNOW ALL BY THESE PRESENTS, That <u>Marinwoods Enterprises, Inc.</u>	
as Principal, and the	
<u>Financial Pacific Insurance Company</u> , a corporation organized and existing	
under the laws of the State of <u>California</u> and authorized to transact surety business in the State	
of California, as Surety, are held and firmly bound unto <u>City of Oakland</u>	
for the use and benefit of any and all persons entitled to file claim under Title 15 (commencing with Section 3082) of Part 4 of Division	
3 of the Civil Code of the State of California, in the sum of <u>Seven hundred eighty thousand sixty</u>	
<u>four and 92/100</u> (\$ <u>780,064.92</u>),	
for the payment whereof, well and truly to be made, said Principal and Surety bind themselves, their heirs, administrators, successors and	
assigns, jointly and severally, firmly by these presents.	
THE CONDITION OF THIS OBLIGATION IS SUCH, That WHEREAS, the Principal entered into a certain Agreement or Contract	
with the Obligees, dated the <u>unknown</u> day of _____, wherein the Principal has	
agreed to complete the following improvements: <u>Prairie Stone I Tract No. 7502</u>	
as more fully set forth in said agreement.	
NOW THEREFORE, if the Principal shall pay all contractors, subcontractors, laborers, materialmen and other persons employed in the	
performance of the Agreement, for materials furnished or labor thereon of any kind, or for amounts due under the Unemployment	
Insurance Act with respect to such work or labor, then this obligation shall be null and void; otherwise, to remain in full force and effect.	
Provided, however:	
<ol style="list-style-type: none">(1) That said Surety will pay the same in an amount not exceeding the amount hereinafter set forth, and also in case suit is brought upon this bond, will pay, in addition to the face amount thereof, costs and reasonable expenses and fees, including attorney's fees, incurred by County (or City) in successfully enforcing such obligation, to be awarded and fixed by the court, and to be taxed as costs and to be included in the judgment therein rendered;(2) That the Surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of said Agreement or the specifications accompanying the same shall in any manner affect its obligations on this bond, and it does hereby waive notice of any such change, extension, alteration or addition.(3) That the time for filing suit on this bond shall be limited to six (6) months from date of completion of said improvements as "completion" is defined under applicable sections of the Civil Code of The State of California.	
Signed and sealed this <u>17th</u> day of <u>February</u> , 2006 .	
<u>Marinwoods Enterprises, Inc.</u> Principal	<u>Financial Pacific Insurance Company</u> Surety
 _____ Steven Marin, President	 By <u>John F. Arents</u> Attorney-in-Fact
	P.O. Box 292220 Sacramento, CA 95829 _____ Address

EXHIBIT B
LIMITED POWER OF ATTORNEY
Financial Pacific Insurance Company

BOND NUMBER 8810305 POWER NUMBER 810305
 PRINCIPAL Marinwoods Enterprises, Inc. PENAL SUM \$780,064.92

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

John F. Arents, Linda L. Brown

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

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

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

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

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

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

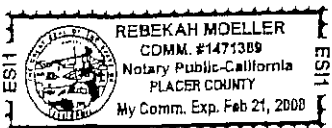
IN WITNESS WHEREOF, Financial Pacific Insurance Company has caused these presents to be signed by its proper officers, and its corporate seal to be hereunto affixed this 15th day of March, 2004.



[Signature]
 Robert T. Kingsley, President

[Signature]
 John R. Hollingshead, Secretary

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



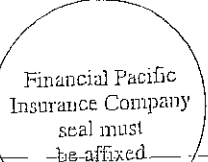
[Signature]
 Rebekah Moeller, Notary Public

CERTIFICATE

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

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

[Signature]
 John R. Hollingshead, Secretary



Introduced by

Approved for Form and Legality

Councilmember

031MAR26 PM 4:53

F. FAIZ

City Attorney

OAKLAND CITY COUNCIL

Resolution No. _____ C.M.S.

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

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

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

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

WHEREAS, the Subdivider has complied with the terms and conditions attached to the Tentative Map for Tract 7502, and the City Engineer has determined that the Final Map for Tract 7502 is substantially the same as the Tentative Map approved by the Planning Commission and that the Final Map is technically correct and accurately delineates the metes and bounds of the twenty-two proposed lots and the proposed public and private easements, the limits of which have been established by field survey and can be re-established from the monuments, property corners, radii, bearings, and distances shown on the Final Map; and

WHEREAS, the City Engineer has further determined that the Final Map for Tract 7502 complies in all manners with the provisions of the California Government Code (Section 66400, et seq. - Subdivision Map Act), and the City of Oakland's local ordinance (Municipal Code Title 16 - Subdivisions); and

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

10602
ORACOUNCIL

APR 04 2006

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

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

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

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

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

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

WHEREAS, that subject to the approval by the Council of the City of Oakland of the Subdivision Improvement Agreement, the City Engineer has recommended that the City Council approve the Final Map for Tract 7502; and

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

RESOLVED, that the Subdivision Improvement Agreement with Marinwood Enterprises, Inc., for the Final Map for Tract 7502 is conditionally approved; and be it

FURTHER RESOLVED, that the City Attorney's review and approval of the Agreement and the surety bonds securing the Subdivider's performance under said Agreement shall be obtained prior to execution of said Agreement by the City Administrator on behalf of the City of Oakland; and be it

FURTHER RESOLVED, that the City Clerk is hereby directed to file the executed Subdivision Improvement Agreement concurrently with the endorsed Final Map for Tract 7502 for simultaneous recordation by the Alameda County Recorder; and be it

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

IN COUNCIL, OAKLAND, CALIFORNIA, _____, 2006

PASSED BY THE FOLLOWING VOTE:

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

NOES -

ABSENT -

ABSTENTION -

ATTEST: _____

LATONDA SIMMONS

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

10.600-2

ORA/COUNCIL

APR 04 2006

OWNER'S STATEMENT

WORLDWIDE ENGINEERS, INC. A CALIFORNIA CORPORATION, HEREBY CERTIFIES THAT IT IS THE OWNER OF THE LAND DESCRIBED HEREIN, AND THAT THE LAND IS THE PROPERTY OF THE CITY OF OAKLAND, ALAMEDA COUNTY, CALIFORNIA. THE LAND IS THE PROPERTY OF THE CITY OF OAKLAND, ALAMEDA COUNTY, CALIFORNIA. THE LAND IS THE PROPERTY OF THE CITY OF OAKLAND, ALAMEDA COUNTY, CALIFORNIA. THE LAND IS THE PROPERTY OF THE CITY OF OAKLAND, ALAMEDA COUNTY, CALIFORNIA.

THE AREA IS BOUND TO AND MAIN SANITARY SEWER EXHAUSTION (SSE) LINE HEREBY EXTENDED TO THE CITY OF OAKLAND, AS A PERMIT UNDER THE PERMITS OF THE CITY OF OAKLAND, ALAMEDA COUNTY, CALIFORNIA. THE PERMITS FOR THE PURPOSES OF CONSTRUCTING, PERFORMING, MAINTAINING, REPAIRING AND REPLACING THE SANITARY SEWER EXHAUSTION LINE, THE PERMITS FOR THE PURPOSES OF CONSTRUCTING, PERFORMING, MAINTAINING, REPAIRING AND REPLACING THE SANITARY SEWER EXHAUSTION LINE, THE PERMITS FOR THE PURPOSES OF CONSTRUCTING, PERFORMING, MAINTAINING, REPAIRING AND REPLACING THE SANITARY SEWER EXHAUSTION LINE.

THE AREA IS BOUND TO AND MAIN SANITARY SEWER EXHAUSTION (SSE) LINE HEREBY EXTENDED TO THE CITY OF OAKLAND, AS A PERMIT UNDER THE PERMITS OF THE CITY OF OAKLAND, ALAMEDA COUNTY, CALIFORNIA. THE PERMITS FOR THE PURPOSES OF CONSTRUCTING, PERFORMING, MAINTAINING, REPAIRING AND REPLACING THE SANITARY SEWER EXHAUSTION LINE, THE PERMITS FOR THE PURPOSES OF CONSTRUCTING, PERFORMING, MAINTAINING, REPAIRING AND REPLACING THE SANITARY SEWER EXHAUSTION LINE.

THE AREA IS BOUND TO AND MAIN SANITARY SEWER EXHAUSTION (SSE) LINE HEREBY EXTENDED TO THE CITY OF OAKLAND, AS A PERMIT UNDER THE PERMITS OF THE CITY OF OAKLAND, ALAMEDA COUNTY, CALIFORNIA. THE PERMITS FOR THE PURPOSES OF CONSTRUCTING, PERFORMING, MAINTAINING, REPAIRING AND REPLACING THE SANITARY SEWER EXHAUSTION LINE, THE PERMITS FOR THE PURPOSES OF CONSTRUCTING, PERFORMING, MAINTAINING, REPAIRING AND REPLACING THE SANITARY SEWER EXHAUSTION LINE.

BY: *[Signature]*
DATE: 10/21/2005



OWNER'S ACKNOWLEDGEMENT
I, Worldwide Engineers, Inc., do hereby certify that I am the owner of the land described in the above recited instrument, and that I have read the same and know the contents thereof, and that I execute the same voluntarily and without any duress, fraud, or other legal disability, and that I execute the same for the purposes and consideration therein expressed.

WITNESSES MY HAND AND OFFICIAL SEAL OF SAID COUNTY OF OAKLAND, CALIFORNIA, THIS 21ST DAY OF OCTOBER, 2005.

WITNESSES MY HAND AND OFFICIAL SEAL OF SAID COUNTY OF OAKLAND, CALIFORNIA, THIS 21ST DAY OF OCTOBER, 2005.

INSURER'S STATEMENT

THE UNDERSIGNED, BORN OF MAJESTY CITY, AS INSURER UNDER POLICY NO. 123456789, DO HEREBY CERTIFY THAT I HAVE EXAMINED THE RECORDS OF SAID COUNTY OF OAKLAND, AND THAT THE RECORDS SHOW THAT THE PROPERTY DESCRIBED IN THE ABOVE RECORDED INSTRUMENT IS THE PROPERTY OF THE CITY OF OAKLAND, ALAMEDA COUNTY, CALIFORNIA.

BY: *[Signature]*
DATE: 10/21/2005

TITLEE'S STATEMENT

THE UNDERSIGNED, FROM THE COUNTY OF CALIFORNIA, AS TITLEE UNDER THAT CERTAIN DEED OF TRUST RECORDED ON OCTOBER 21, 2004, DO HEREBY CERTIFY THAT I HAVE EXAMINED THE RECORDS OF SAID COUNTY OF OAKLAND, AND THAT THE RECORDS SHOW THAT THE PROPERTY DESCRIBED IN THE ABOVE RECORDED INSTRUMENT IS THE PROPERTY OF THE CITY OF OAKLAND, ALAMEDA COUNTY, CALIFORNIA.

BY: *[Signature]*
DATE: 10/21/2005

INSURER'S ACKNOWLEDGEMENT

I, Worldwide Engineers, Inc., do hereby certify that I am the owner of the land described in the above recited instrument, and that I have read the same and know the contents thereof, and that I execute the same voluntarily and without any duress, fraud, or other legal disability, and that I execute the same for the purposes and consideration therein expressed.

WITNESSES MY HAND AND OFFICIAL SEAL OF SAID COUNTY OF OAKLAND, CALIFORNIA, THIS 21ST DAY OF OCTOBER, 2005.

SURVEYOR'S STATEMENT

I, Worldwide Engineers, Inc., do hereby certify that I am a licensed land surveyor in the State of California, and that I have surveyed the land described in the above recited instrument, and that I have found that the same is the property of the City of Oakland, Alameda County, California.

WITNESSES MY HAND AND OFFICIAL SEAL OF SAID COUNTY OF OAKLAND, CALIFORNIA, THIS 21ST DAY OF OCTOBER, 2005.

DATE: 10/21/2005



CITY ENGINEER'S STATEMENT

I, Worldwide Engineers, Inc., do hereby certify that I am the City Engineer of the City of Oakland, Alameda County, California, and that I have approved the subdivision map described in the above recited instrument, and that I have found that the same is the property of the City of Oakland, Alameda County, California.

WITNESSES MY HAND AND OFFICIAL SEAL OF SAID COUNTY OF OAKLAND, CALIFORNIA, THIS 21ST DAY OF OCTOBER, 2005.

DATE: 10/21/2005

WITNESSES MY HAND AND OFFICIAL SEAL OF SAID COUNTY OF OAKLAND, CALIFORNIA, THIS 21ST DAY OF OCTOBER, 2005.

DATE: 10/21/2005

DATE: 10/21/2005

DATE: 10/21/2005

DATE: 10/21/2005

DATE: 10/21/2005

DATE: 10/21/2005

DATE: 10/21/2005

DATE: 10/21/2005

TRACT 7502

PRAIRIE STONE I

A SUBDIVISION OF A PORTION OF LOTS 29 & 30 MAP OF CHUNHA & WALKER PROPERTY, MAP BOOK 24, PAGE 90, RECORDED AUG. 2, 1909 IN OAKLAND, ALAMEDA COUNTY, CALIFORNIA

OCTOBER 2005



WORLDWIDE ENGINEERS

1700 Bay Street, Suite 100
Oakland, CA 94612
Tel: (510) 438-8888 Fax: (510) 438-8889

SECRETARY OF THE PLANNING COMMISSION'S STATEMENT

I, Worldwide Engineers, Inc., do hereby certify that I am the Secretary of the Planning Commission of the City of Oakland, Alameda County, California, and that I have approved the subdivision map described in the above recited instrument, and that I have found that the same is the property of the City of Oakland, Alameda County, California.

WITNESSES MY HAND AND OFFICIAL SEAL OF SAID COUNTY OF OAKLAND, CALIFORNIA, THIS 21ST DAY OF OCTOBER, 2005.

DATE: 10/21/2005

DATE: 10/21/2005

DATE: 10/21/2005

DATE: 10/21/2005

DATE: 10/21/2005


DATE: 10/21/2005

DATE: 10/21/2005

DATE: 10/21/2005

TRACT 7502 PRAIRIE STONE I

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



WORLDWIDE
Land Survey and Civil Engineering Inc.
111 Delta Avenue, Suite 7
Foster City, CA 94024
P.O. Box 6377, Danvers, CA 94024
Ph: (925) 836-9800 Fax: (925) 836-9805

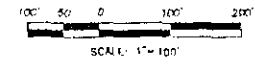


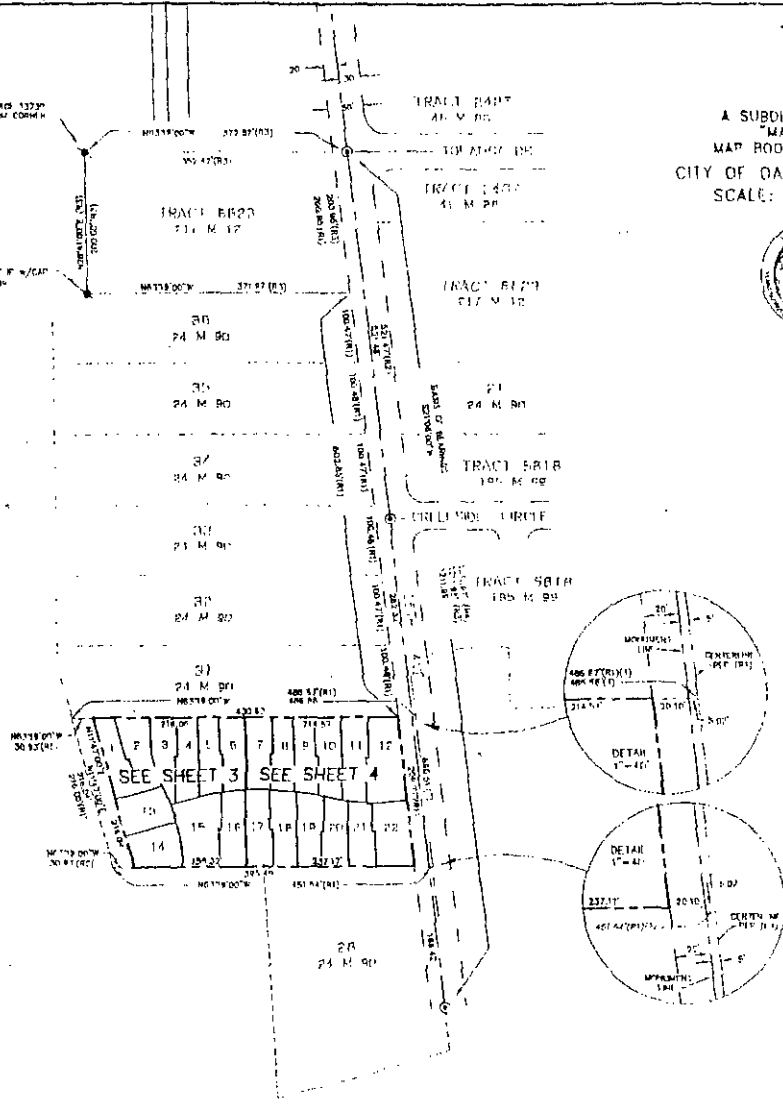
EXHIBIT A

BASIS OF BEARINGS

THE BASIS OF BEARINGS FOR THIS MAP IS THE BEARING BETWEEN THE FOUND MONUMENTS ON THE MONUMENT LINE OF 105TH AVENUE AS SHOWN ON THE MAP OF TRACT 6623, FILED IN MAP BOOK 217, PART 12, ALAMEDA COUNTY RECORDS, TAKEN AS 57°16'00"W

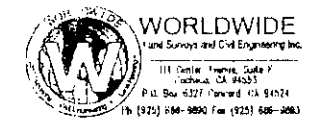
LEGEND

- MONUMENT LINE
- - - RIGHT OF WAY LINE
- ⊙ FOUND STAMPAHILL CITY STREET MONUMENT
- ⊙ FOUND MONUMENT AS NOTED
- SET 5/8" REBAR WITH CAP L86630
- (R1) RECORD PER 24 M 90
- (R2) RECORD PER 195 M 90
- (R3) RECORD PER 217 M 12
- (R4) RECORD PER CITY OF OAKLAND FIELD BOOK 11 248 A 10
- (R5) RECORD PER 5004 DE 269
- (R6) RECORD PER 5009 DE 140
- (T) TOTAL DISTANCE



TRACT 7502 PRAIRIE STONE I

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



LEGEND

--- SUBDIVISION BOUNDARY
--- LOT LINE
--- EASEMENT

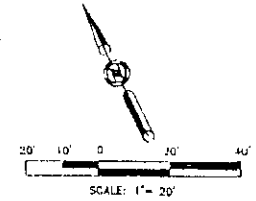
▨ PIDE, PAE, EAVE & PUE
▨ PFE, PAE, EAVE, PSE & PUE

- ① DETAIL NUMBER
- ⊙ FOUND STANDARD CITY STREET MARKUMENT
- FOUND MONUMENT AS NOTED
- ⊙ 4" 5/8" REBAR WITH CAP L56630
- (R1) RECORD PER 24 M 90
- (R2) RECORD PER 125 M 99
- (R3) RECORD PER 271 M 12
- (R4) RECORD PER CITY OF OAKLAND TRFD INWK 1E 748-A-10
- (R5) RECORD PER 5004 MR 268
- (R6) RECORD PER SC89 OR 148
- (I) TICAL DISTANCE

LVAE EMERGENCY VEHICULAR ACCESS EASEMENT
PAE PRIVATE ACCESS EASEMENT

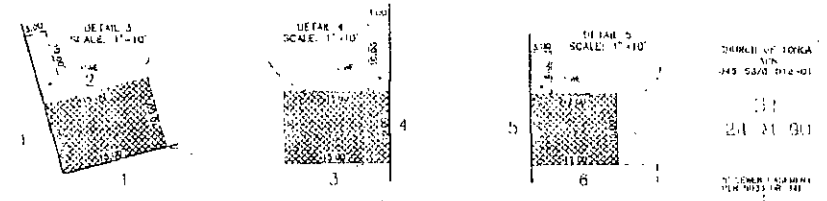
- PPE PRIVATE PARKING EASEMENT
- PSE PRIVATE STORM DRAIN EASEMENT
- PSW PRIVATE SIDEWALK EASEMENT
- PUE PUBLIC UTILITY EASEMENT
- PSE SANITARY SEWER EASEMENT

D DETAIL
H RAINW
I LENGTH



BASIS OF BEARINGS

THE BASIS OF BEARINGS FOR THIS MAP IS THE BEARING BETWEEN THE FOUND MONUMENTS ON THE MONUMENT LINE OF 103TH AVENUE AS SHOWN ON THE MAP OF TRACT 8623, FILED IN MAP BOOK 217, PAGE 12, ALAMEDA COUNTY RECORDS, TAKEN AS 52708 90' W.



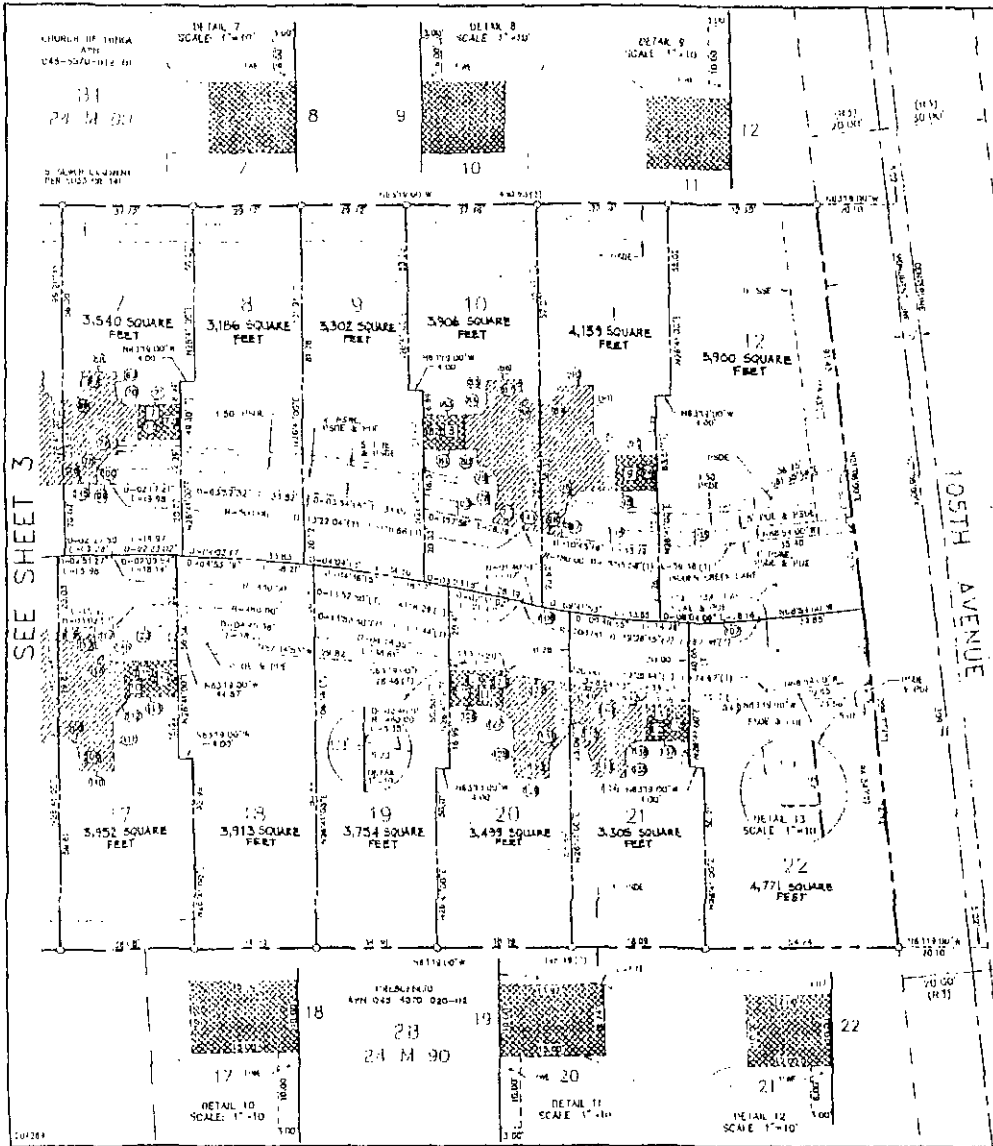
200611 01 TORCA
443 58/0 012-01
21 31 011
200511 01 TORCA
443 58/0 012-01



LINE	BEARING	DISTANCE
1	N 81° 30' 00" W	13.20
2	N 81° 30' 00" W	10.70
3	N 81° 30' 00" W	10.24
4	N 81° 30' 00" W	10.10
5	N 81° 30' 00" W	10.10
6	N 81° 30' 00" W	10.10
7	N 81° 30' 00" W	10.10
8	N 81° 30' 00" W	10.10
9	N 81° 30' 00" W	10.10
10	N 81° 30' 00" W	10.10
11	N 81° 30' 00" W	10.10
12	N 81° 30' 00" W	10.10
13	N 81° 30' 00" W	10.10
14	N 81° 30' 00" W	10.10
15	N 81° 30' 00" W	10.10
16	N 81° 30' 00" W	10.10
17	N 81° 30' 00" W	10.10
18	N 81° 30' 00" W	10.10
19	N 81° 30' 00" W	10.10
20	N 81° 30' 00" W	10.10
21	N 81° 30' 00" W	10.10
22	N 81° 30' 00" W	10.10
23	N 81° 30' 00" W	10.10
24	N 81° 30' 00" W	10.10
25	N 81° 30' 00" W	10.10
26	N 81° 30' 00" W	10.10
27	N 81° 30' 00" W	10.10
28	N 81° 30' 00" W	10.10
29	N 81° 30' 00" W	10.10
30	N 81° 30' 00" W	10.10
31	N 81° 30' 00" W	10.10
32	N 81° 30' 00" W	10.10
33	N 81° 30' 00" W	10.10
34	N 81° 30' 00" W	10.10
35	N 81° 30' 00" W	10.10
36	N 81° 30' 00" W	10.10
37	N 81° 30' 00" W	10.10
38	N 81° 30' 00" W	10.10
39	N 81° 30' 00" W	10.10
40	N 81° 30' 00" W	10.10
41	N 81° 30' 00" W	10.10
42	N 81° 30' 00" W	10.10

CURVE	RADIUS	CHORD	LENGTH
1	7.00	22.1131	6.77
2	8.00	20.0000	12.57
3	3.50	21.4425	4.28
4	8.00	10.0000	17.37
5	4.00	10.0000	4.00
6	7.25	11.0000	15.02
7	6.00	8.7180	9.70
8	4.00	10.0000	4.00
9	5.47	10.1131	8.33
10	6.00	12.4534	9.77
11	4.00	10.0000	6.00
12	5.83	10.0000	9.14
13	8.00	10.1131	8.02
14	6.00	10.0000	8.00
15	10.00	10.0000	10.00
16	23.00	10.0000	6.00
17	23.00	11.0000	14.52
18	100.00	10.0000	10.00
19	140.00	11.0000	10.10
20	140.00	10.0000	10.10
21	1.00	10.0000	10.00
22	1.00	10.0000	10.00
23	1.00	10.0000	10.00
24	1.00	10.0000	10.00
25	1.00	10.0000	10.00
26	1.00	10.0000	10.00
27	1.00	10.0000	10.00
28	1.00	10.0000	10.00
29	1.00	10.0000	10.00
30	1.00	10.0000	10.00
31	1.00	10.0000	10.00
32	1.00	10.0000	10.00
33	1.00	10.0000	10.00
34	1.00	10.0000	10.00
35	1.00	10.0000	10.00
36	1.00	10.0000	10.00
37	1.00	10.0000	10.00
38	1.00	10.0000	10.00
39	1.00	10.0000	10.00
40	1.00	10.0000	10.00
41	1.00	10.0000	10.00
42	1.00	10.0000	10.00

SEE SHEET 4

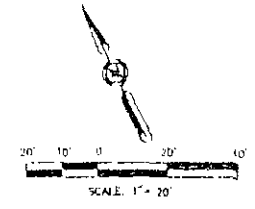


LINE NUMBER	BEARING	DISTANCE
1	N 89° 41' 00" E	10.00
2	S 89° 41' 00" W	10.00
3	N 89° 41' 00" E	10.00
4	S 89° 41' 00" W	10.00
5	N 89° 41' 00" E	10.00
6	S 89° 41' 00" W	10.00
7	N 89° 41' 00" E	10.00
8	S 89° 41' 00" W	10.00
9	N 89° 41' 00" E	10.00
10	S 89° 41' 00" W	10.00
11	N 89° 41' 00" E	10.00
12	S 89° 41' 00" W	10.00
13	N 89° 41' 00" E	10.00
14	S 89° 41' 00" W	10.00
15	N 89° 41' 00" E	10.00
16	S 89° 41' 00" W	10.00
17	N 89° 41' 00" E	10.00
18	S 89° 41' 00" W	10.00
19	N 89° 41' 00" E	10.00
20	S 89° 41' 00" W	10.00
21	N 89° 41' 00" E	10.00
22	S 89° 41' 00" W	10.00
23	N 89° 41' 00" E	10.00
24	S 89° 41' 00" W	10.00
25	N 89° 41' 00" E	10.00
26	S 89° 41' 00" W	10.00
27	N 89° 41' 00" E	10.00
28	S 89° 41' 00" W	10.00
29	N 89° 41' 00" E	10.00
30	S 89° 41' 00" W	10.00
31	N 89° 41' 00" E	10.00
32	S 89° 41' 00" W	10.00
33	N 89° 41' 00" E	10.00
34	S 89° 41' 00" W	10.00
35	N 89° 41' 00" E	10.00
36	S 89° 41' 00" W	10.00
37	N 89° 41' 00" E	10.00
38	S 89° 41' 00" W	10.00
39	N 89° 41' 00" E	10.00
40	S 89° 41' 00" W	10.00
41	N 89° 41' 00" E	10.00
42	S 89° 41' 00" W	10.00
43	N 89° 41' 00" E	10.00
44	S 89° 41' 00" W	10.00
45	N 89° 41' 00" E	10.00
46	S 89° 41' 00" W	10.00
47	N 89° 41' 00" E	10.00
48	S 89° 41' 00" W	10.00
49	N 89° 41' 00" E	10.00
50	S 89° 41' 00" W	10.00
51	N 89° 41' 00" E	10.00
52	S 89° 41' 00" W	10.00
53	N 89° 41' 00" E	10.00
54	S 89° 41' 00" W	10.00
55	N 89° 41' 00" E	10.00
56	S 89° 41' 00" W	10.00
57	N 89° 41' 00" E	10.00
58	S 89° 41' 00" W	10.00
59	N 89° 41' 00" E	10.00
60	S 89° 41' 00" W	10.00
61	N 89° 41' 00" E	10.00
62	S 89° 41' 00" W	10.00
63	N 89° 41' 00" E	10.00
64	S 89° 41' 00" W	10.00
65	N 89° 41' 00" E	10.00
66	S 89° 41' 00" W	10.00
67	N 89° 41' 00" E	10.00
68	S 89° 41' 00" W	10.00
69	N 89° 41' 00" E	10.00
70	S 89° 41' 00" W	10.00
71	N 89° 41' 00" E	10.00
72	S 89° 41' 00" W	10.00
73	N 89° 41' 00" E	10.00
74	S 89° 41' 00" W	10.00
75	N 89° 41' 00" E	10.00
76	S 89° 41' 00" W	10.00
77	N 89° 41' 00" E	10.00
78	S 89° 41' 00" W	10.00
79	N 89° 41' 00" E	10.00
80	S 89° 41' 00" W	10.00
81	N 89° 41' 00" E	10.00
82	S 89° 41' 00" W	10.00
83	N 89° 41' 00" E	10.00
84	S 89° 41' 00" W	10.00
85	N 89° 41' 00" E	10.00
86	S 89° 41' 00" W	10.00
87	N 89° 41' 00" E	10.00
88	S 89° 41' 00" W	10.00
89	N 89° 41' 00" E	10.00
90	S 89° 41' 00" W	10.00
91	N 89° 41' 00" E	10.00
92	S 89° 41' 00" W	10.00
93	N 89° 41' 00" E	10.00
94	S 89° 41' 00" W	10.00
95	N 89° 41' 00" E	10.00
96	S 89° 41' 00" W	10.00
97	N 89° 41' 00" E	10.00
98	S 89° 41' 00" W	10.00
99	N 89° 41' 00" E	10.00
100	S 89° 41' 00" W	10.00
101	N 89° 41' 00" E	10.00
102	S 89° 41' 00" W	10.00
103	N 89° 41' 00" E	10.00
104	S 89° 41' 00" W	10.00
105	N 89° 41' 00" E	10.00
106	S 89° 41' 00" W	10.00
107	N 89° 41' 00" E	10.00
108	S 89° 41' 00" W	10.00
109	N 89° 41' 00" E	10.00
110	S 89° 41' 00" W	10.00
111	N 89° 41' 00" E	10.00
112	S 89° 41' 00" W	10.00
113	N 89° 41' 00" E	10.00
114	S 89° 41' 00" W	10.00
115	N 89° 41' 00" E	10.00
116	S 89° 41' 00" W	10.00
117	N 89° 41' 00" E	10.00
118	S 89° 41' 00" W	10.00
119	N 89° 41' 00" E	10.00
120	S 89° 41' 00" W	10.00
121	N 89° 41' 00" E	10.00
122	S 89° 41' 00" W	10.00
123	N 89° 41' 00" E	10.00
124	S 89° 41' 00" W	10.00
125	N 89° 41' 00" E	10.00
126	S 89° 41' 00" W	10.00
127	N 89° 41' 00" E	10.00
128	S 89° 41' 00" W	10.00
129	N 89° 41' 00" E	10.00
130	S 89° 41' 00" W	10.00
131	N 89° 41' 00" E	10.00
132	S 89° 41' 00" W	10.00
133	N 89° 41' 00" E	10.00
134	S 89° 41' 00" W	10.00
135	N 89° 41' 00" E	10.00
136	S 89° 41' 00" W	10.00
137	N 89° 41' 00" E	10.00
138	S 89° 41' 00" W	10.00
139	N 89° 41' 00" E	10.00
140	S 89° 41' 00" W	10.00
141	N 89° 41' 00" E	10.00
142	S 89° 41' 00" W	10.00
143	N 89° 41' 00" E	10.00
144	S 89° 41' 00" W	10.00
145	N 89° 41' 00" E	10.00
146	S 89° 41' 00" W	10.00

TRACT 7502
PRAIRIE STONE I
A SUBDIVISION OF A PORTION OF LOTS 29 & 30
"MAP OF CUNHA & WALKER PROPERTY"
MAP BOOK 24, PAGE 90, RECORDED AUG. 2, 1909
CITY OF OAKLAND, ALAMEDA COUNTY, CALIFORNIA
SCALE: 1"=20'
OCTOBER, 2005



- LEGEND**
- SUBDIVISION BOUNDARY
 - - - - - 10' EASEMENT
 - ▨ EASE, PUE, EAVE & PUE
 - ▩ PUE, PAE, EAVE, PSE & PUE
 - ① DETAIL NUMBER
 - ⊙ FOUND STANDARD CITY STREET MGNMENT
 - ⊙ FOUND MGNMENT AS NOTED
 - ⊙ 4" S/B' PERMANENT WITH CAP LOG 6" D
 - ⊙ 4" PERMANENT PER 24 M 90
 - ⊙ 4" PERMANENT PER 125 M 99
 - ⊙ 4" PERMANENT PER 271 M 99
 - ⊙ 4" PERMANENT PER CITY OF OAKLAND
 - ⊙ 4" PERMANENT PER 248-A-10
 - ⊙ 4" PERMANENT PER 4004 OR 258
 - ⊙ 4" PERMANENT PER 3099 OR 148
 - ⊙ LOCAL INSTANT
 - EAVE EASEMENT FOR VEHICULAR ACCESS EASEMENT
 - PUE PRIVATE ACCESS EASEMENT
 - PUE PRIVATE PARKING EASEMENT
 - PUE PRIVATE STORM DRAIN EASEMENT
 - PUE PRIVATE SIDEWALK EASEMENT
 - PUE PUBLIC UTILITY EASEMENT
 - PUE SANITARY SEWER EASEMENT
 - ⊙ DELTA
 - ⊙ MAJORS
 - L LENGTH



BASIS OF BEARINGS
THE BASIS OF BEARINGS FOR THIS MAP IS THE BEARING BETWEEN THE FOUND MGNMENTS ON THE MGNMENT (LINE OF 105TH AVENUE AS SHOWN ON THE MAP OF TRACT 6623, FILED IN MAP BOOK 217, PAGE 12, ALAMEDA COUNTY RECORDS, TAKEN AS 92°16'00" W.

EXHIBIT A

EXHIBIT B

SUBDIVISION IMPROVEMENT BOND
FAITHFUL PERFORMANCE
(CALIFORNIA)

Bond S810305
Initial Premium \$11,701.00

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

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

Prairie Stone I Tract No. 7502

as more fully set forth in said Agreement.

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

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

Signed, sealed and dated February 17, 2006.

Marinwoods Enterprises, Inc.
Principal

Steven Marin

Steven Marin, President

Financial Pacific Insurance Company

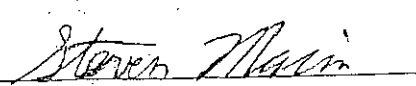
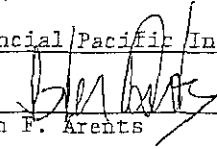
By John F. Arents Attorney-in-Fact

P.O. Box 292220
Sacramento, CA 95829

Address

EXHIBIT B

SUBDIVISION IMPROVEMENT BOND LABOR AND MATERIAL (CALIFORNIA)

	Bond S8103015 Premium \$ Included in Performance Bond
KNOW ALL BY THESE PRESENTS, That <u>Marinwoods Enterprises, Inc.</u> as Principal, and the <u>Financial Pacific Insurance Company</u> , a corporation organized and existing under the laws of the State of <u>California</u> and authorized to transact surety business in the State of California, as Surety, are held and firmly bound unto <u>City of Oakland</u>	
for the use and benefit of any and all persons entitled to file claim under Title 15 (commencing with Section 3082) of Part 4 of Division 3 of the Civil Code of the State of California, in the sum of <u>Seven hundred eighty thousand sixty four and 92/100</u> (\$ <u>780,064.92</u>), for the payment whereof, well and truly to be made, said Principal and Surety bind themselves, their heirs, administrators, successors and assigns, jointly and severally, firmly by these presents.	
THE CONDITION OF THIS OBLIGATION IS SUCH, That WHEREAS, the Principal entered into a certain Agreement or Contract with the Oblige, dated the <u>unknown</u> day of <u>---</u> , <u>---</u> , wherein the Principal has agreed to complete the following improvements: <u>Prairie Stone I Tract No. 7502</u> as more fully set forth in said agreement.	
NOW THEREFORE, if the Principal shall pay all contractors, subcontractors, laborers, materialmen and other persons employed in the performance of the Agreement, for materials furnished or labor thereon of any kind, or for amounts due under the Unemployment Insurance Act with respect to such work or labor, then this obligation shall be null and void; otherwise, to remain in full force and effect. Provided, however:	
<ol style="list-style-type: none">(1) That said Surety will pay the same in an amount not exceeding the amount hereinafter set forth, and also in case suit is brought upon this bond, will pay, in addition to the face amount thereof, costs and reasonable expenses and fees, including attorney's fees, incurred by County (or City) in successfully enforcing such obligation, to be awarded and fixed by the court, and to be taxed as costs and to be included in the judgment therein rendered;(2) That the Surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of said Agreement or the specifications accompanying the same shall in any manner affect its obligations on this bond, and it does hereby waive notice of any such change, extension, alteration or addition.(3) That the time for filing suit on this bond shall be limited to six (6) months from date of completion of said improvements as "completion" is defined under applicable sections of the Civil Code of The State of California.	
Signed and sealed this <u>17th</u> day of <u>February</u> , <u>2006</u> .	
<u>Marinwoods Enterprises, Inc.</u> Principal	<u>Financial Pacific Insurance Company</u> Surety
 Steven Marin, President	By  John F. Arents Attorney-in-Fact
	P.O. Box 292220 Sacramento, CA 95829 Address

recording requested by:

CITY OF OAKLAND

when recorded mail to:

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

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

APPROVED FOR FORM AND LEGALITY

CITY ATTORNEY

SUBDIVISION IMPROVEMENT AGREEMENT

Deferred Construction of Public Infrastructure Improvements

PRAIRIE STONE I Project

Final Map - Tract No. 7502

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

RECITALS

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

As a condition precedent to the approval of the proposed Final Map for Tract No. 7502, the CITY requires the irrevocable dedication of public streets, paths, and other rights-of-way and of public easements shown on the map. In addition, the CITY requires construction of public infrastructure improvements within these rights-of-way and easements and off-site on other CITY rights-of-way that customarily include grading, paving, striping and lettering, curbs, gutters and sidewalks, trees, landscaping and irrigation, retaining walls, storm drains and sanitary sewers, street name and public transportation signs, survey monuments, electricity, communication, water, and natural gas utility mains and branch piping and wiring, fire hydrants, street light electroliers, traffic control and curb parking signs, signals and meters, and all appurtenances thereto.

The DEVELOPER has asked the CITY to accept the dedication of the public rights-of-way and public easements shown on the map and the permanent maintenance of the public infrastructure improvements shown on the plans accompanying permit number PX0400047 and include Exhibit A, attached hereto.

D. Ma
ORACOUNCIL

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

THEREFORE, it is agreed as follows:

1. Approval of Final Map

Approval of the Final Map for the subdivision of Tract No. 7502 by Resolution of the Council of the City of Oakland shall be conditioned upon recordation of this Agreement with the Alameda County Recorder, as well as DEVELOPER's satisfactory performance of its obligations specified in this Agreement, as determined by the CITY.

2. Construction of Improvements

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

3. Special Conditions

The DEVELOPER shall comply with the special conditions as follows:

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

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

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

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

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

4. Completion of Improvements

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

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

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

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

5. Acceptance of Dedications and Ownership of Improvements

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

6. Responsibility for Dedications and Improvements

Until final approval by the City Engineer of the public infrastructure improvement permit, the DEVELOPER shall give good and adequate warning to the public of each and every defective or dangerous condition existing or arising within all public rights-of-way and public easements irrevocably offered for dedication and shall adequately protect the public from said unsafe conditions. Warning to and protection of the public shall remain the sole responsibility and expense of the DEVELOPER until such time as said permit is unconditionally approved by the CITY.

7. Maintenance of Improvements

Until one (1) year has elapsed following final approval by the City Engineer of the public infrastructure improvement permit, the DEVELOPER shall maintain the construction of the improvements and shall immediately perform or cause to be performed at its sole expense all necessary repairs, replacements, additions, or other corrective actions.

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

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

If at any time before the expiration of the guarantee and 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/or equipment and materials, or approval of the construction and/or equipment and materials inspected, or statement by any officer, agent, or employee of the CITY indicating the construction and/or equipment and materials, or any part thereof, comply with the requirements and conditions of this Agreement, or acceptance of the whole or any part of the construction and/or materials, or payments thereof, or any combinations, or any combination, or all of these acts shall not relieve the DEVELOPER of its obligation to fulfill this Agreement as prescribed herein; nor shall the CITY be thereby 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 final approval by the City Engineer of the public infrastructure improvement permit and prior to acceptance by the CITY of the on-site and off-site improvements for permanent maintenance, the DEVELOPER shall pay all fees and penalties and accrued interest to the CITY and other Public Agencies that remain unpaid. Interest on amounts owed to the CITY shall accrue at the rates set forth in its Master Fee Schedule and from date that the fees and penalties are assessed and shall continue until full payment is received, whether or not any conditions of this Agreement are extended or modified.

11. Reversion to Acreage

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

12. Property Acquisition

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

13. Security

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

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

1. Faithful Performance Bond in a face amount not less than the City Engineer's total (one-hundred percent) estimated cost of the on-site and off-site public infrastructure improvements to secure faithful performance of this Agreement by the DEVELOPER, in an amount of **\$520,043.28**; and

2. Labor and Materials Bond in a face amount not less than one-half (fifty percent) of the City Engineer's total estimated cost of the on-site and off-site public infrastructure improvements to secure payment by the DEVELOPER to its contractor, subcontractors, laborers and materialmen furnishing supervision, labor, materials and equipment engaged in the construction pursuant to this Agreement, and further to secure payment as required by the Unemployment Insurance Act, in an amount of **\$260,021.64**.

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

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

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

14. Alternative Security

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

15. Hold Harmless

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

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

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

This indemnification clause shall survive the termination of this Agreement.

16. Insurance Required

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

A. Minimum Scope of Insurance

Coverage shall be at least as broad as:

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

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

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

B. Minimum Limits of Insurance

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

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

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

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

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

C. Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by the CITY. At the option of the CITY, either (1) the insurer shall reduce or eliminate such deductibles or self-insured retentions with respect to the CITY and its officers, officials, employees, agents and volunteers, or (2) the DEVELOPER shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

D. Other Insurance Provisions

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

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

2. The DEVELOPER's insurance coverage shall be primary insurance as respects the CITY and its officers, officials, representatives, employees, agents and volunteers. Any insurance or self-insurance maintained by the CITY and its officers, officials, employees, representatives, agents, or volunteers shall be excess of the DEVELOPER's insurance and shall not contribute with it.

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

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

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

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

E. Acceptability of Insurers

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

F. Verification of Coverage

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

G. Subcontractors

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

17. Participation in Benefit Districts

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

10-6111
COUNCIL

18. Actions to Enforce

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

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

This Agreement pertains to and runs with the real property included within Tract No. 7502, which land is expressly agreed to benefit from the privileges granted to DEVELOPER under this Agreement, and binds the beneficiaries, heirs, assigns, and successors in interest of the DEVELOPER.

20. Attachments

The following documents are incorporated into this Agreement by reference and are attached as *Exhibit A*:

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

Resolutions: _____ C.M.S. _____ C.M.S.

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

Insurer Financial Pacific Insurance Surety Financial Pacific Insurance

21. Constructive Notice

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

22. Effective Date

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

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

MARINWOODS ENTERPRISES, Inc.

CITY OF OAKLAND

signature

signature

name

DEBORAH EDGERLY
City Administrator

title

date

date