

Introduced by

Approved for Form and Legality

Councilmember

City Attorney

OAKLAND CITY COUNCIL
79819

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

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 competed 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.

APR 4 2006

IN COUNCIL, OAKLAND, CALIFORNIA, _____, 2006

PASSED BY THE FOLLOWING VOTE:


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

NOES - 0

ABSENT - 0

ABSTENTION 0

ATTEST:


LATONDA SIMMONS

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

TRACT 7502 PRAIRIE STONE I

A SUBDIVISION OF A PORTION OF LOTS 29 & 30
"MAP OF GUNHA & WALKER PROPERTY"
MAP BOOK 24, PAGE 90, RECORDED AUG. 7, 1909
CITY OF OAKLAND, ALAMEDA COUNTY, CALIFORNIA
SCALE: 1"=100' OCTOBER, 2005



WORLDWIDE
Land Survey and Civil Engineering Inc.
111 Center Avenue, Suite 7
Pacifica, CA 94051
P.O. Box 607, Sausalito, CA 94965
Ph: (415) 665-8899 Fax: (415) 665-8895

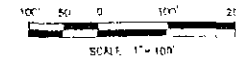
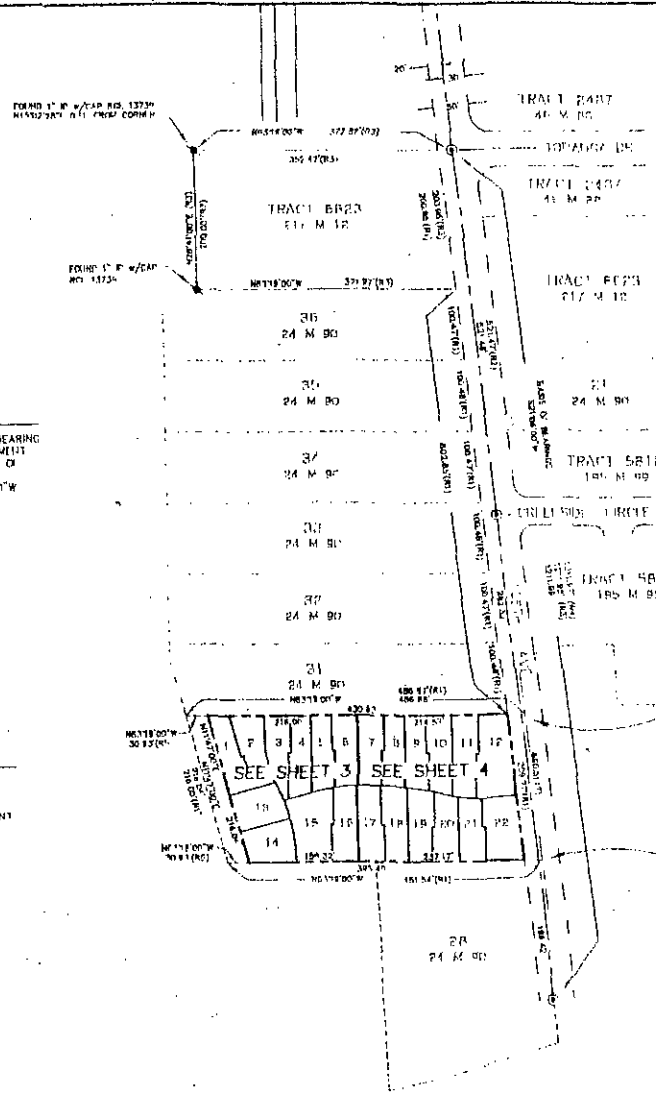


EXHIBIT A

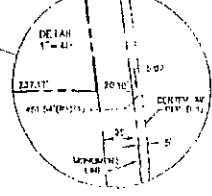
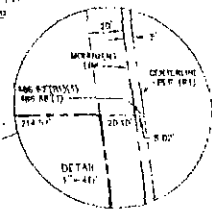


BASIS OF BEARINGS

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 6523, FILED IN MAP BOOK 217, PAGE 12, ALAMEDA COUNTY RECORDS, TAKEN AS S21°06'07"W

LEGEND

- MONUMENT LINE
- - - RIGHT OF WAY LINE
- ⊙ FOUND STAMPAH CITY STREET MONUMENT
- ⊙ FOUND MONUMENT AS NOTED
- SET 5/8" REBAR WITH CAP L56630
- (R1) RECORD: PLY 24 M 90
- (R2) RECORD: PLY 195 M 90
- (R3) RECORD: PLY 217 M 12
- (R4) RECORD: PLY CRYSTAL OAKLAND FIELD BOOK-11 248-A-10
- (R5) RECORD: PLY 5004 DEL 269
- (R6) RECORD: PLY 5099 OR 170
- (T) TOTAL DISTANCE



TRACT 7502 PRAIRIE STONE I

A SUBDIVISION OF A PORTION OF LOTS 29 & 30
"MAP OF CUIHA & 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 Eagle Street, Suite 7
Oakland, CA 94612
P.O. Box 6127 Oakland, CA 94621
Ph (925) 886-9092 Fax (925) 886-9083

LEGEND

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

DETAILED, PAE, EYAE & FUE

DETAILED, PAE, EYAE, YSUE & PUE

- (1) DETAIL NUMBER
- (2) FOUND STANDARD CITY STREET WEDGMENT
- (3) FOUND MONUMENT AS NOTED
- (4) SET 5/8" PEBAR WITH CAP LSBE50
- (R1) RECORD PER 24 M 90
- (R2) RECORD PER 135 M 98
- (R3) RECORD PER 271 M 12
- (R4) RECORD PER CITY OF OAKLAND FIELD BOOK 11 748-4-10
- (R5) RECORD PER 5004 OR 258
- (R6) RECORD PER 5059 OR 118
- (I) ICIAL DISTANCE

EYAE (EMERGENCY VEHICULAR ACCESS EASEMENT)

PAE (PRIVATE ACCESS EASEMENT)

YPE (PRIVATE PARKING EASEMENT)

YSDR (PRIVATE STORM DRAIN EASEMENT)

YSE (PRIVATE SIDEWALK EASEMENT)

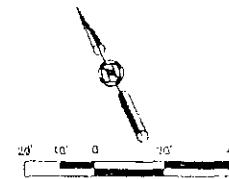
YUE (PUBLIC UTILITY EASEMENT)

YSE (SANITARY SEWER EASEMENT)

D DELTA

R RADIUS

L LENGTH



SCALE: 1"=20'

BASIS OF BEARINGS

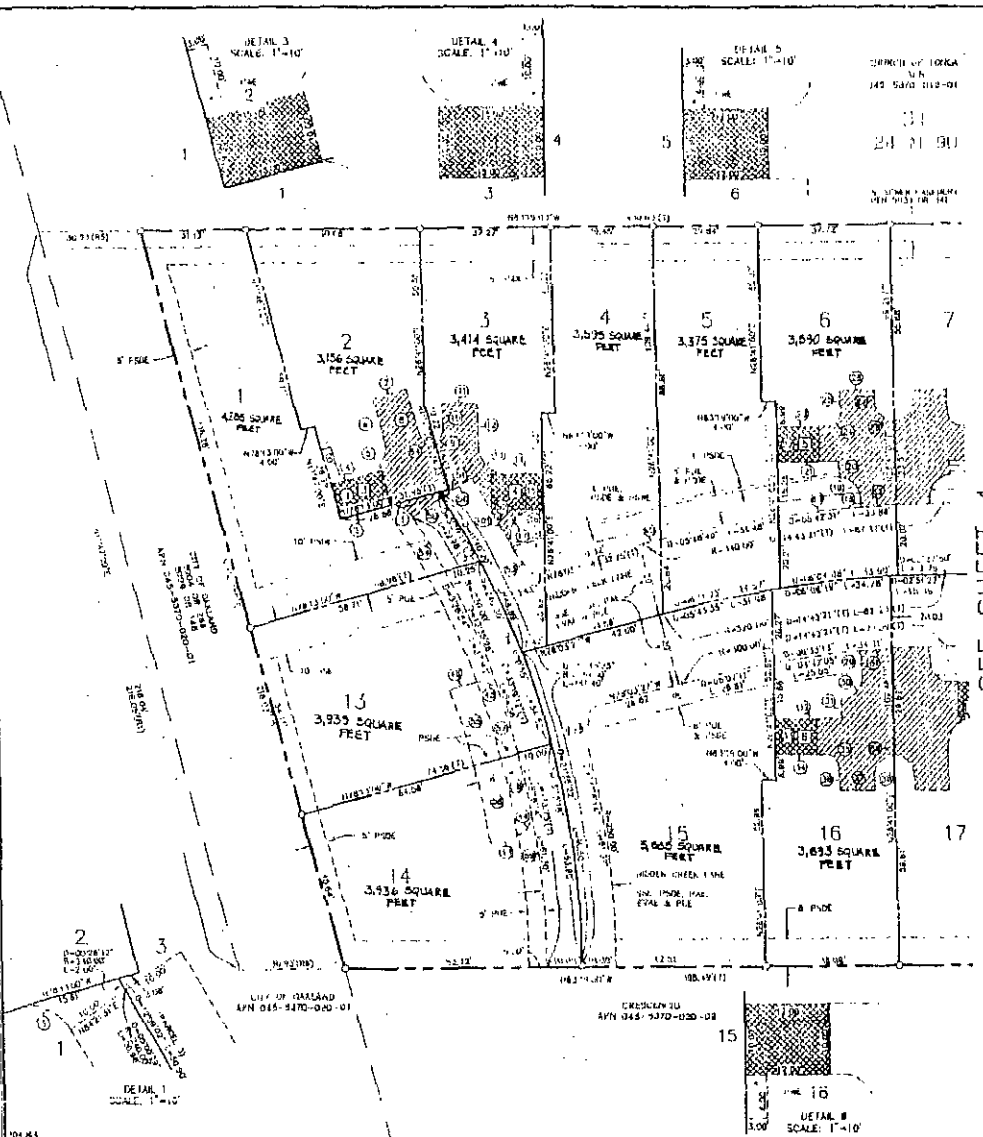
THE BASIS OF BEARINGS FOR THIS MAP IS THE BEARING BETWEEN THE FOUND MONUMENTS ON THE WEDGMENT OF THE CIVIL ENGINEER AS SHOWN ON THE MAP OF TRACT 8623, FILED IN MAP BOOK 217, PAGE 12, ALAMEDA COUNTY RECORDS, TAKEN AS 52104 00' W

SHEET 3 OF 4

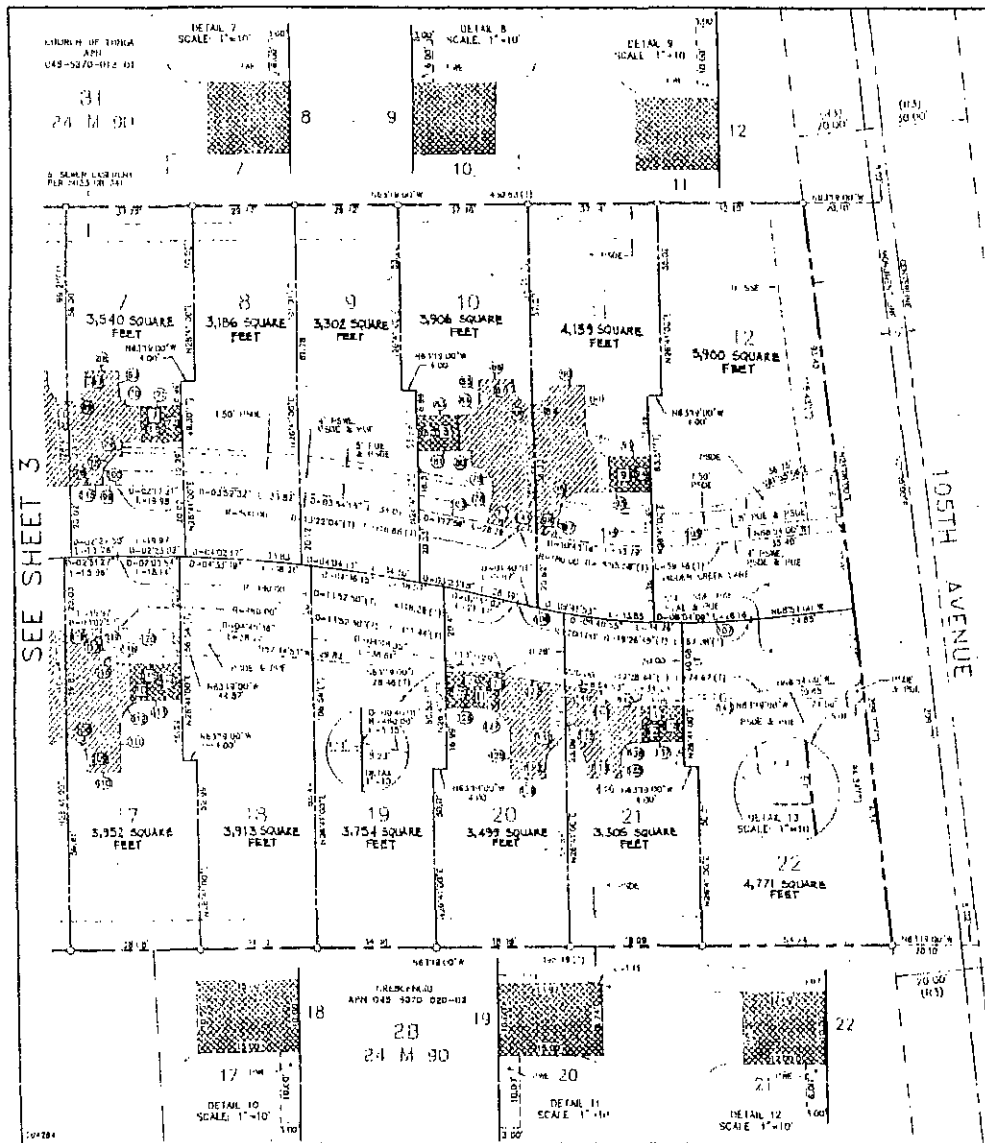
SEE SHEET 4

LINE NUMBER	BEARING	LENGTH
1	N 88° 30' 00" W	11.25
2	N 11° 47' 00" E	10.50
3	N 78° 10' 00" W	10.24
4	N 11° 17' 00" E	12.50
5	N 79° 10' 00" W	10.90
6	N 11° 52' 00" E	12.50
7	N 105° 15' 00" E	7.74
8	N 69° 31' 00" W	10.24
9	N 28° 41' 00" E	12.00
10	N 28° 41' 00" E	10.24
11	N 28° 41' 00" E	10.00
12	N 28° 41' 00" E	10.00
13	N 28° 41' 00" E	10.00
14	N 28° 41' 00" E	10.00
15	N 28° 41' 00" E	10.00
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24	N 28° 41' 00" E	10.00
25	N 28° 41' 00" E	10.00
26	N 28° 41' 00" E	10.00
27	N 28° 41' 00" E	10.00
28	N 28° 41' 00" E	10.00
29	N 28° 41' 00" E	10.00
30	N 28° 41' 00" E	10.00
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97	N 28° 41' 00" E	10.00
98	N 28° 41' 00" E	10.00
99	N 28° 41' 00" E	10.00
100	N 28° 41' 00" E	10.00

CURVE	RADIUS	DELT	LENGTH
1	7.00	22° 33' 31"	8.47
2	8.00	06° 06' 00"	12.57
3	1.50	71° 44' 25"	4.28
4	8.00	10° 00' 00"	7.97
5	7.75	15° 30' 17"	10.98
6	6.00	37° 35' 29"	9.11
7	1.00	90° 00' 00"	6.28
8	4.27	68° 17' 51"	8.44
9	6.00	92° 45' 14"	6.73
10	6.00	90° 00' 00"	6.28
11	5.63	89° 58' 07"	9.19
12	8.00	85° 11' 47"	8.92
13	8.00	48° 34' 34"	9.98
14	50.00	04° 16' 18"	23.02
15	70.00	04° 44' 38"	8.84
16	230.00	04° 27' 12"	17.50
17	217.00	05° 57' 58"	22.78
18	217.00	05° 55' 57"	22.78
19	130.00	04° 16' 18"	6.66
20	230.00	04° 16' 18"	17.50
21	100.00	01° 16' 08"	9.88
22	140.00	01° 10' 07"	10.18
23	140.00	03° 59' 29"	16.97
24	1.00	93° 21' 52"	6.16
25	140.00	00° 01' 00"	6.28
26	150.00	05° 27' 27"	13.31
27	20.00	15° 30' 17"	12.13



10444



LINE

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62	165.2000 W	1.00
63	165.2000 W	1.00
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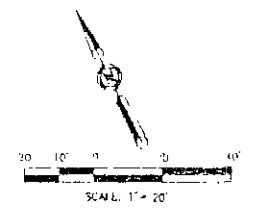
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127	5.00	100.00	1.00
128	5.00	100.00	1.00
129	5.00	100.00	1.00
130	5.00	100.00	1.00

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

WORLDWIDE
 Land Survey and Civil Engineering Inc.
 111 Contra Altos, Suite F
 Piedmont, CA 94633
 P.O. Box 3377 Concord, CA 94524
 PH (925) 886-9900 Fax (925) 886-9901

- LEGEND**
- SUBDIVISION BOUNDARY
 - - - LOT LINE
 - - - EASEMENT
 - ▨ SIDE, PAE, EYAE & PUE
 - ▩ PPE, PAE, EYAE, PSDE & PUE
 - (2) METAL NUMBER
 - ⊙ EXISTING STANDARD CITY STREET MENTHMENT
 - ⊙ EXISTING MENTHMENT AS NOTED
 - ⊙ 1/2" X 3/8" BEEHIVE WITH CAP USED
 - (M) RECORD PER 24 M 90
 - (R2) RECORD PER 195 M 99
 - (R1) RECORD PER 271 M 12
 - (R4) RECORD PER CITY OF OAKLAND
 - (R10) RECORD PER 248 M 10
 - (R6) RECORD PER 1004 OR 250
 - (R6) RECORD PER 5049 OR 148
 - (1) TOTAL INSTANT
 - PAE THROUGHLY VEHICULAR ALLEYS EASEMENT
 - PAE PRIVATE ACCESS EASEMENT
 - PPE PRIVATE PARKING EASEMENT
 - PSDE PRIVATE STORM DRAIN EASEMENT
 - PUE PRIVATE SIDEWALK EASEMENT
 - PUE PUBLIC UTILITY EASEMENT
 - PSE ANTIARY SEWER EASEMENT
 - D DELTA
 - M METAL
 - L LENGTH



BASIS OF BEARINGS

THE BASIS OF BEARINGS FOR THIS MAP IS THE BEARING BETWEEN THE TOWER MENTHMENTS ON THE MENTHMENT LINE OF 105TH AVENUE AS SHOWN ON THE MAP OF TRACT 8623, FILED IN MAP BOOK 217, PAGE 13, ALAMEDA COUNTY RECORDS, TAKEN AS 421M 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 its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Agreement or to the work or to the specifications;
- (3) That no right of action shall accrue hereunder to or for the benefit of any person, firm or corporation other than the 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 S810305	
Premium \$ <u>Included in Performance</u> Bond	
KNOW ALL BY THESE PRESENTS, That <u>Marinwoods Enterprises, Inc.</u>	
_____ as Principal, and the	
<u>Financial Pacific Insurance Company</u> , a corporation organized and existing	
under the laws of the State of <u>California</u> and authorized to transact surety business in the State	
of California, as Surety, are held and firmly bound unto <u>City of Oakland</u>	
for the use and benefit of any and all persons entitled to file claim under Title 15 (commencing with Section 3082) of Part 4 of Division	
3 of the Civil Code of the State of California, in the sum of <u>Seven hundred eighty thousand sixty</u>	
<u>four and 92/100</u> (\$ <u>780,064.92</u>).	
for the payment whereof, well and truly to be made, said Principal and Surety bind themselves, their heirs, administrators, successors and	
assigns, jointly and severally, firmly by these presents.	
THE CONDITION OF THIS OBLIGATION IS SUCH, That WHEREAS, the Principal entered into a certain Agreement or Contract	
with the Oblige, dated the <u>unknown</u> day of _____, _____, wherein the Principal has	
agreed to complete the following improvements: <u>Prairie Stone I Tract No. 7502</u>	
as more fully set forth in said agreement.	
NOW THEREFORE, if the Principal shall pay all contractors, subcontractors, laborers, materialmen and other persons employed in the	
performance of the Agreement, for materials furnished or labor thereon of any kind, or for amounts due under the Unemployment	
Insurance Act with respect to such work or labor, then this obligation shall be null and void; otherwise, to remain in full force and effect.	
Provided, however:	
(1) That said Surety will pay the same in an amount not exceeding the amount hereinafter set forth, and also in case suit is	
brought upon this bond, will pay, in addition to the face amount thereof, costs and reasonable expenses and fees, including	
attorney's fees, incurred by County (or City) in successfully enforcing such obligation, to be awarded and fixed by the court,	
and to be taxed as costs and to be included in the judgment therein rendered;	
(2) That the Surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of said	
Agreement or the specifications accompanying the same shall in any manner affect its obligations on this bond, and it does	
hereby waive notice of any such change, extension, alteration or addition.	
(3) That the time for filing suit on this bond shall be limited to six (6) months from date of completion of said improvements as	
"completion" is defined under applicable sections of the Civil Code of The State of California.	
Signed and sealed this <u>17th</u> day of <u>February</u> , 2006.	
<u>Marinwoods Enterprises, Inc.</u> Principal	<u>Financial Pacific Insurance Company</u> Surety
<u>Steven Marin</u> Steven Marin, President	By <u>John F. Arents</u> John F. Arents 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, and suretyship obligations in the nature thereof as follows:

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

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

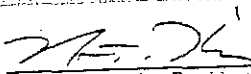
RESOLVED, that the President or any Vice President, in conjunction with the Secretary or any Assistant Secretary, may appoint attorneys-in-fact or agents with authority as defined or limited in the instrument evidencing the appointment in each case, for and on behalf of the Company, to execute and deliver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

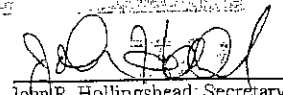
RESOLVED FURTHER, that any bond, undertaking, recognizance, or suretyship obligation shall be valid and binding upon the Company when signed and sealed (if a seal be required) by one or more attorneys-in-fact pursuant to and within the limits of the authority evidenced by the power of attorney issued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

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

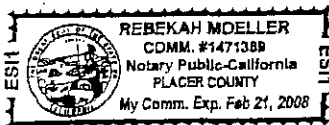
IN WITNESS WHEREOF, Financial Pacific Insurance Company has caused these presents to be signed by its proper officers, and its corporate seal to be hereunto affixed this 15th day of March, 2004.





Robert T. Kingsley, President


John R. Hollingshead, Secretary

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

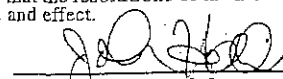



Rebekah Moeller, Notary Public

CERTIFICATE

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

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


John R. Hollingshead, Secretary

Financial Pacific
Insurance Company
seal must
be affixed