

Agenda Report

TO: DEANNA J. SANTANA CITY ADMINISTRATOR

FROM: Fred Blackwell

Assistant City Administrator

SUBJECT: Brookfield Court Final Subdivision Map

DATE: May 11, 2012

City Administrator

Date

10/5/12

Approval

COUNCIL DISTRICT: 7

RECOMMENDATION

Staff recommends that the City Council adopt:

A Resolution Conditionally Approving A Final Map For:Brookfield Court Tract No. 8056 Located At 9507 Edes Avenue For An Affordable Housing Project For Habitat For Humanity Of The East Bay; and

A Resolution Approving A Subdivision Improvement Agreement With Habitat For Humanity Of The East Bay For Deferred Construction Of Public Infrastructure Improvements For The Brookfield Court Tract No. 8056 Final Map Located At 9507 Edes Avenue

OUTCOME

The resolutions will authorize the City Engineer and the City Clerk to sign the subdivision map to create the thirteen (13) lots and authorize the City Engineer to sign the Subdivision Improvement Agreement (SIA) to construct roadway improvements within Edes Avenue and the on-site access and utility easement (internal road).

BACKGROUND/ LEGISLATIVE HISTORY

East Bay Habitat for Humanity (EBHH), a public benefit corporation (no. C1589421), is developing an affordable housing project on a vacant lot (APN 045-5292-005-00) purchased from the City of Oakland in January 2012, which is located at 9507 Edes Avenue between the intersections of South Elmhurst Avenue and Maddux Drive. The Final Subdivision Map will create thirteen (13) lots and dedicate a portion of the parcel frontage for Edes Avenue right-of-way and an on-site public easement for emergency vehicle access and utilities. The SIA is

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required by the state Subdivision Map Act and the Oakland Municipal Code to assure construction of sidewalk, curb, gutter, roadway, and utilities along Edes Avenue and for the internal road. EBHH will also execute a maintenance agreement, for which the future homeowners' association will be responsible, for an on-site rainwater pre-treatment system (bio-filtration).

The Planning Commission approved the tentative map, major conditional use permit, minor variance, and design review (CMDV 10164) for the "mini lot" project on December 1, 2010. The infill project is categorically exempted from the California Environmental Quality Act (CEQA). The City Engineer has determined that the Final Subdivision Map is in substantial compliance with the approved tentative map. Approval of the Final Subdivision Map will be a ministerial action by the City Council, and approval of the SIA will be a discretionary action.

ANALYSIS

Site Construction

The three-quarter (0.75) acre vacant lot is in a soil liquefaction zone, which will affect the design of the dwelling foundations. Vehicle and fire apparatus access from Edes Avenue will be provided by an internal road (as yet unnamed). The future homeowners' association will be responsible for maintaining the internal road and the on-site storm drainage and sanitary sewer systems. A vegetated surface-runoff filtration system (tree well percolation) along the internal road will intercept pollutants carried by surface rainwater before being discharged into the City's storm water drainage system and the Bay. Federal regulations require on-site pre-treatment for new projects exceeding one-quarter (0.25) acre. EBHH will execute a maintenance agreement with the City, which will become the responsibility of the future homeowners association, for the pre-treatment system.

Subdivision Approval

The Final Map will:

- create twelve (12) lots for owner-occupied single family residences and one (1) lot for a
 privately maintained internal road and visitor parking, conditioned on the construction of
 new public infrastructure; and
- accept the dedications of thirty-three (33) feet public right-of-way adjoining Edes Avenue and public access and utility easements, conditioned on the construction of new public infrastructure.

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The SIA will:

- require the construction of surface and subsurface infrastructure improvements (permit PX1100080) after the Final Map is approved; and
- require the completion of the infrastructure construction within one (1) year; and
- require performance and payment bonds (150% of construction cost) as a security to assure completion of the infrastructure construction; and
- require a one (1) year warrantee period following completion of the infrastructure construction; and
- require a maintenance bond (25% of construction cost) during the warrantee period.

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 Subdivision Map conforms substantially with the approved Tentative Subdivision 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 Subdivision Map to the City Council is to ensure that the Council and the public remain informed about development in the City.

PUBLIC OUTREACH/ INTEREST

The project and the tentative map were noticed in the surrounding neighborhood and fully vetted at the Planning Commission public hearing in 2010. The Final Subdivision Map is a ministerial action that concludes the approval process.

COORDINATION

The Office of the City Attorney has reviewed the resolutions for form and legality.

COST SUMMARY/ IMPLICATIONS

Staff costs for processing the Final Subdivision Map and SIA are covered by fees set by the Master Fee Schedule and have been paid by the property owner and were deposited in the special revenue **D**evelopment Service Fund (2415), Engineering Services organization (84432), Subdivision Map account (45119), Engineering and Architectural Plan Approval (PS30). The

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standard conditions of the SIA require the property owner to maintain liability and property damage insurance and to include the City as a named insured.

SUSTAINABLE OPPORTUNITIES

Economic: The subdivision will provide opportunities for affordable home ownership for the Oakland community.

Environmental: Land use approvals and construction permits for 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.

Social Equity: The proposed development will provide housing opportunities, assist the economic revitalization of the area, and support the infusion of diverse multi-cultural activities and events.

CEQA

This report is not a project under CEQA (exemptions: general plan consistency section 15183 and infill project section 15332).

For questions regarding this report, please contact Ray Derania, City Engineer, at 510/238-4780.

Respectfully submitted,

FRED BLACKWELL Assistant City Administrator

Reviewed by: Raymond M. Derania, City Engineer

Prepared by: David Harlan, Engineering Manager Department of Planning, Building, and Neighborhood Preservation

Item:

City Council June 19, 2012

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Councilmember

Approved for Form and Legality
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City Attornoy

OAKLAND CITY COUNCIL

Resolution No.	 C.M.S.
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RESOLUTION APPROVING A SUBDIVISION IMPROVEMENT AGREEMENT WITH HABITAT FOR HUMANITY OF THE EAST BAY FOR DEFERRED CONSTRUCTION OF PUBLIC INFRASTRUCTURE IMPROVEMENTS FOR THE BROOKFIELD COURT TRACT No. 8056 FINAL MAP LOCATED AT 9507 EDES AVENUE

WHEREAS, the developer of a residential dwelling project, Habitat For Humanity Of The East Bay, a California public benefit corporation (no. C1589421), is the Subdivider of a single parcel identified by the Alameda County Assessor as APN 045-5292-005-00, and by the Alameda County Clerk-Recorder as Tract No. 8056, and by the City of Oakland as 9507 Edes Avenue, and by the developer as the Brookfield Court affordable housing project; and

WHEREAS, the Subdivider has acquired by purchase for valuable consideration from the City of Oakland the real property comprising Tract No. 8056 through a grant deed, series no. 2012-014800, recorded January 17, 2012, by the Alameda County Clerk-Recorder; and

WHEREAS, the Subdivider has previously applied to the City of Oakland for a tentative map (TTM 8056) to subdivide the platted land into thirteen (13) lots comprising Tract No. 8056 for the construction of single family dwellings and appurtenant infrastructure; and

WHEREAS, the Planning Commission of the City of Oakland approved the environmental determination (exempt), land use entitlement (CMDV 10164), and tentative map for Tract No. 8056 on December 1, 2010, which proposed:

- the establishment of twelve (12) residential lots for ownership by private purchasers, and one (1) lot for common-ownership of a private road, vehicle parking, and open space; and
- the dedication to the City of Oakland of public service easements for emergency vehicle access and public utilities; and
- the dedication to the City of Oakland of real property as public right-of-way for Edes Avenue.

WHEREAS, the Secretary of the Planning Commission of the City of Oakland has certified that the Planning Commission approved the Tentative Map for Tract No. 8056, upon which said Final Map is based; and

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

- the Final Map for Tract No. 8056, attached hereto as *Exhibit A*, is substantially the same as the Tentative Map approved by the Planning Commission, and
- the Final Map for Tract No. 8056 complies in all manners with the provisions of the California Government Code (Section 66400, et seq. - Subdivision Map Act), and the City of Oakland's local ordinance (Municipal Code Title 16 - Subdivisions); and

WHEREAS, the City Engineer has further determined that the Final Map is technically correct and accurately delineates the proposed metes and bounds of the property boundaries separating the proposed thirteen (13) lots and the proposed dedicated public service easements and the proposed dedicated public right-of-way, the limits of which have been established by field survey and can be re-established from the monuments, property comers, radii, bearings, and distances shown on the Final Map for Tract No. 8056; and

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

WHEREAS, the City Engineer has approved infrastructure permit no. PX1100080 and the Subdividers' plans and specifications for construction of the required public infrastructure unprovements, included by reference with *Exhibit B*; and

WHEREAS, pursuant to Government Code section 66462 and Municipal Code section 16.20.100 as a condition precedent to approval of the Final Map for Tract No. 8056, the Subdivider has executed a Subdivision Improvement Agreement, attached hereto as *Exhibit C*, assuring the timely construction, inconditional warrantee, and prescribed maintenance of all required public infrastructure improvements; and

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

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

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

• guarantee that the Subdivider will maintain the required public infrastructure improvements for the duration prescribed in the Subdivision Improvement Agreement; and

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

WHEREAS, the requirements of the California Environmental Quality Act (CEQA), the Guidelines as prescribed by the Secretary of Resources, and the provisions of the Statement of Objectives, Criteria and Procedures for Implementation of the California Environmental Quality Act: City of Oakland, have been satisfied by the certification by the Planning Commission on December 1, 2010, that the project is exempt from CEQA pursuant to Section 15332 (infill project) and Section 15183 (consistency with an adopted General Plan); now, therefore, be it

RESOLVED: That the Subdivision Improvement Agreement with Habitat For Humanity Of The East Bay for the Final Map for Tract No. 8056 is hereby approved; and be it

FURTHER RESOLVED: That the City Attorney's approval of the Agreement and the instruments securing the Subdivider's performance under the Agreement shall be obtained prior to execution of the Agreement by the City Engineer 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 fully endorsed Final Map for Tract No. 8056 for simultaneous recordation by the Alameda County Clerk-Recorder; and be it

FURTHER RESOLVED: That the City Engineer is further authorized, without returning to the 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.

IN COUNCIL, OAKLAND, CALIFORNIA, ____

PASSED BY THE FOLLOWING VOTE:	
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ABSENT –	
ABSTENTION -	1
	ATTEST:
•	LATONDA SIMMONS

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

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4-4-2012

SURVEYOR'S STATEMENT

Christian S. HARRISON LS. HCI 717G

CITY ENGINEER'S STATEMENT

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CITY PLANNING COMMISSION STATEMENT

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Scott Miller, for FRED BLACKHEU.

4-20-12 - DATE

ASSISTANT CITY ACUMISTRATOR
COLLUMITY AND ECCHOLIC DEVELOPMENT ACCION

OWNER/SUBDIVIDER

HASITAT FOR HULLARITY EAST BAY 2619 ERDADWAY DAKLAND, CA 94G12

DATED FERTVARY 1, 2011.

TRACT NO: 8056 BROOKFIELD COURT

SRING A SUBDIVIDION OF THAT CERTAIN PARCEL OF LAND DESCRIBED IN DECUMENT NO. 2012-014100 OF DEFICIAL RECORDS

CTTY OF CIAICLAND, ALAMEDA COURTY, CALLPORNIA. CARLSON, BARBEE & GIBSON, INC.

CITY CLERK'S STATEMENT

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LATCHDA SMAIGHS, CITY CLERK AND CLERK OF THE COUNCIL OF THE CITY OF CAMBANS, COUNTY OF ALAMILEA, STATE, OF MARKET

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ACCOMPANY THE MAP HAVE BEEN APPROVED BY THE CITY COLLECT. OF THE CITY OF DARLAND AND ARE FILED IN LIY OFFICE.

DÁTE

CLERK OF THE BOARD OF SUPERVISOR'S STATEMENT

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BY:

NOTES:

INIS UAP IS BASED ON PRIVATE SIRVEYS PERFORMED BY LICENSED PROFESSIONALS AND WILL NOT BE UPDATED OR CORRECTED BY THE CITY OF DANLAND AFTER ITS FILING. NO WARRANTY, DITHER EXPRESSED OR IMPLIED, IS UAGE BY THE CITY OF CANTARD THAT THIS MAP AND DE SURVEY RECHUADON CH YMCH IT IS BASED IS CORRECT, ACCURARE, AND CURRENT HOR THAT THE CITY WILL RETAIN FOR PUBLIC INSPECTION ANY BELATED INFORMATION MIKEN MAY BE SUBSEQUENTLY SUBJUTTED TO THE LITY. INCLUDING ALLEGED OR ACTUAL INSCRIPANCES, MACGURAGES, DEFICIONIES.

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TRACT NO. 8056 BROOKFIELD COURT

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CITY OF DAKLAND, ALANEDA COUNTY, CALIFORNIA.

CARLSON, BARBEE & GIBSON, INC.

ENGINEERS SURVEYORS PLANKERS SAH RA UUH CALIFURNIA APRIL 2012

OWNER'S STATEMENT

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BY: MARITAT FOR HUMANITY EAST-BAY, A CAMFORMA NON-PROFIT PUBLIC BENEFIT CORPORADON

2019 BROADWAY DAKLANO, CA 94612

15 / President + CEO

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UY COURSIN EXPIRES Aug 25, 24/2

COUNTY RECORDER'S STATEMENT

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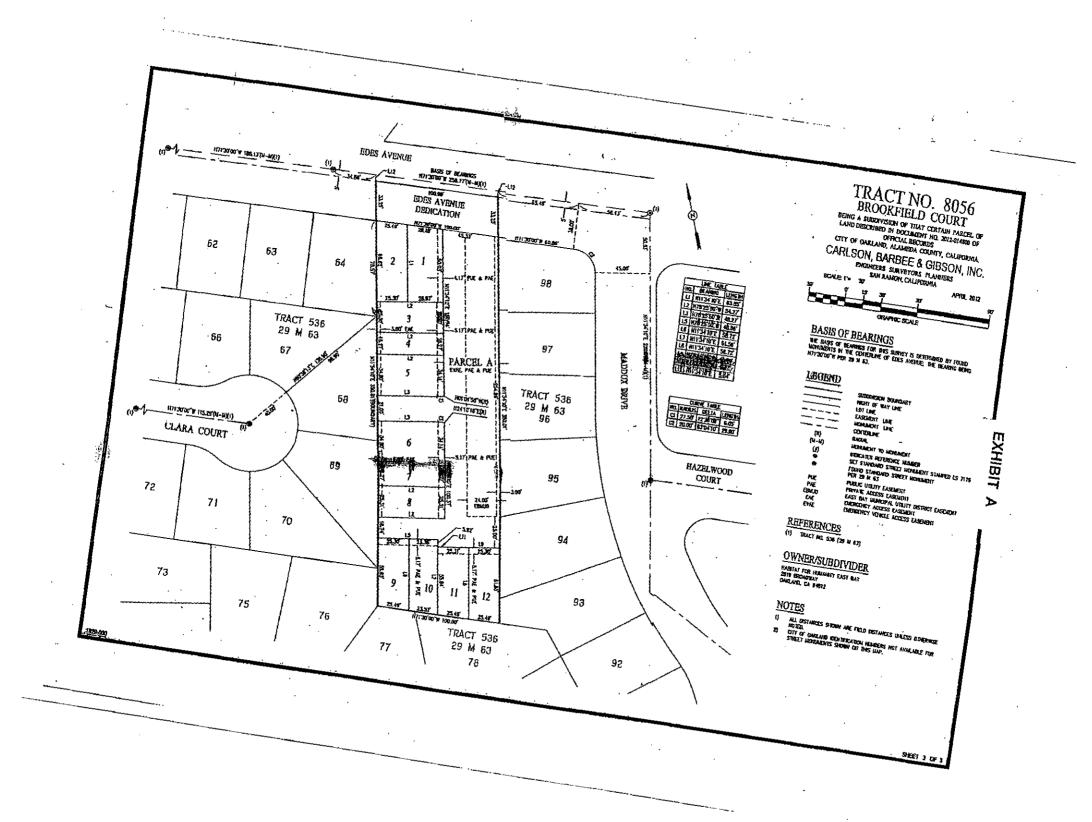
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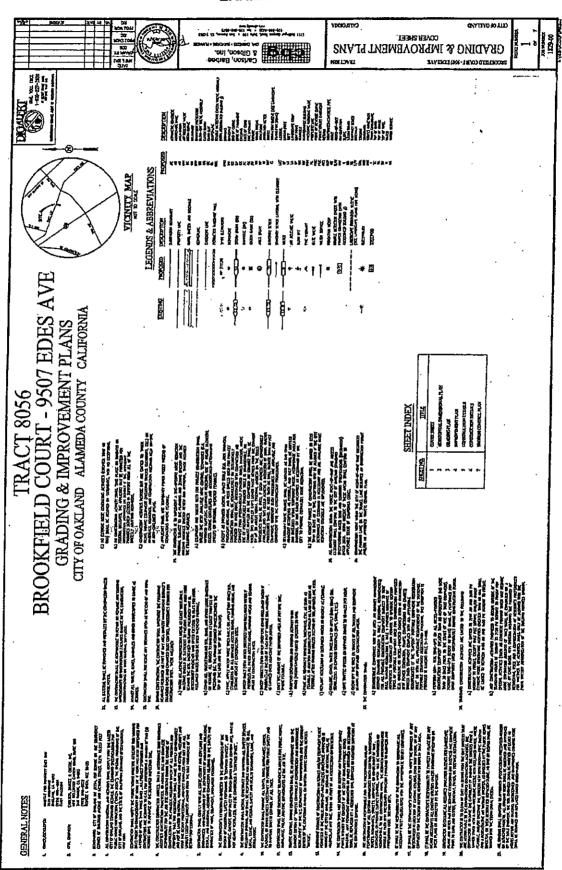
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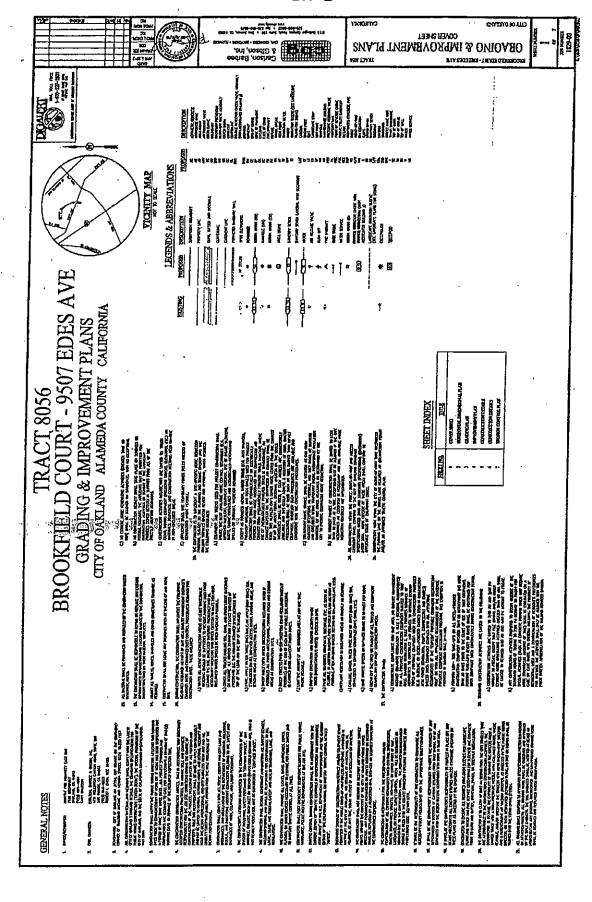
BY: DEPUTY COUNTY RECORDED

¢829-000

APN 045-5292-005







recording requested by:

CITY OF OAKLAND

when recorded mall to:

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

space above for Recorder's use only -

APPROVED FOR FORM AND LEGALITY

CITY ATTORNEY

SUBDIVISION IMPROVEMENT AGREEMENT

Deferred Construction of Public Infrastructure Improvements

Brookfield Court

Final Map - Tract No. 8056

This Agreement is between Habitat for Humanity East Bay, a Cahfomia non-profit public benefit corporation, C1589421, (DEVELOPER) and its successors or assigns, affiliated companies or corporations, parent companies or corporations, or partners, and the City of Oakland (CITY), a California municipal corporation, herein after referred to as the Parties.

RECITALS

DEVELOPER is the owner in fee title of one (1) parcel comprising the approved Tentative Map (TTM 8056) for the Brookfield Court project (Project) located within the corporate limits of Oaldand, which are identified by the Alameda County Assessor with the following parcel number, 045-5292-005, and by the CITY with the corresponding address 9507 Edes Avenue Oakland, California.

The DEVELOPER has presented a Final Map, which is identified by the Alameda County Cleric-Recorder as Tract No. 8056, to the CITY that proposes the subdivision of existing parcel identified above and then re-subdivision into twelve (12) developable lots, identified as Lots 1 - 12, and a privately owned and privately maintained lot for access, emergency vehicle access, and public utilities, identified as Lot A and the dedication of public right-of-way for Edes Avenue.

The DEVELOPER is the developer of the Project for all pmposes of this Agreement. As the owner of the existing parcels comprising the Project, the DEVLOPER has consented to the recordation of the Final Map for Tract No. 8056 and to the dedication of public easements and public right-of-way set forth therein and to the recordation of this Agreement.

As a condition precedent to the approval of the Final Map for Tract No. 8056, the CITY requires the in evocable dedication of public right-of-way, private access easement, emergency vehicle access easement, and public utility easements shown on the map. In addition, the CITY requires the construction of public infrastructure improvements off-site in the CITY right-of-way and on-site in dedicated easements that customarily includes grading, paving, striping and lettering, cmbs, gutters and sidewalks,

Final Map - Tract No. 8056 / Subdivision improvement Agreement Brookfield Court , page 1 of 9 trees, landscaping and irrigation, storm drains and sanitary sewers, storm water treatment, electricity, water, communication, and natural gas utility mains and branch piping and wiring, traffic control, and all appurtenances thereto pursuant to this Agreement.

The DEVELOPER has asked the CITY and local public utility companies to accept the permanent inaintenance of the required public infrastructure improvements shown on the construction plans accompanying the public infrastructure permit and the grading permit, included herein by reference. Construction of the required public infrastructure improvements, however, has not commenced nor been accepted by the CITY. Consequently and in consideration of the approval of the Final Map for Tract No. 8056 and acceptance of the irrevocable offers of dedication of public access and public utility easements, and acceptance of the permanent maintenance of the required public infrastructure improvements, the Parties desire to establish an Agreement binding the DEVELOPER to complete the required on-site and off-site public infrastructure improvements within the time duration set forth in Section 4 below.

THEEEFORE, it is agreed by and between the Parties as follows:

1. Approval of the Final Map for Tract No. 8056

Approval by the CITY of the Final Map for Tract No. 8056 shall be conditioned upon execution of this Agreement by the City Engineer on behalf of the City of Oakland, as well as the DEVELOPER's satisfactory performance of its obligations specified in this Agreement, as determined by the CITY.

2. Construction of Public Infrastructure Improvements

The DEVELOPER shall construct all required on-site and off-site public infiastructure improvements in strict accordance with all permits, specifications, plans and applicable CITY standards and performance criteria as specified in the public infrastructure permit and set forth below in Section 3.

3. Special Conditions

The DEVELOPER shall comply with the special conditions as follows:

- A. Public infrastructure improvements shall conform with the performance criteria specified in Oaldand Municipal Code Chapter 16.16 Design Standards and in Standard Details for Public Works Construction and Standard Specifications for Public Works Construction, current editions.
- B. The time duration for the completion of required public infrastructure improvements, as set forth in Section 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 (10) years.
- C. Hours, days, and months of operation and control of public nuisance conditions for the constitution of required public infrastructure improvements shall conform with the requirements of all CITY Conditions of Approval for the project and the Oaldand Municipal Code, including section 15.04.660 (Grading, Excavations, and Fills).
- D. Performance standards for the construction of required public infrastructure improvements shall comply with the requirements of Oaldand Municipal Code chapter 17.120 and with regional, state, and federal regulations for "Best Management Practices" for erosion and sedimentation control, including a California Construction General Permit with a Storm Wafer Pollution Prevention Plan (SWPPP "C6") provided by a Qualified SWPPP Developer (QSD) and monitored by a Qualified SWPPP Practitioner (QSP).

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 inay add to, remove, or change these Special Conditions from time to time during fine duration of the permit as he or she deems reasonably necessary.

4. Completion of Public Infrastructure Improvements

- A. All construction of required public infrastructure improvements shall be completed by the DEVELOPER within one (I) year of the date of execution of this Agreement, except those required improvements for which another completion date is stated in the public infrastructure permit or set forth above in Section 3 above. Construction shall not be deemed complete until the public infrastructure permit has been finaled and an unconditional Certificate of Completion has been issued by the City Engineer.
- B. The City Engineer may approve an extension the time for completion of the required public infrastructure improvements upon demonstration of good cause. Such approval shall not be unreasonably withheld.
- C. An extension may be granted without notice to the Surety, and extensions so granted shall not relieve the Surety's liability on any of the bonds required by this Agreement.

5. Acceptance of Dedications and Ownership of Public Infrastructure Improvements

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

6. Responsibility for Dedications and Public Infrastructure Improvements

Until the Certificate of Completion is unconditionally issued, the DEVELOPER shall give good and adequate warning to the public of each and every defective or dangerous condition existing or arising within all public right-of-way and public easements offered for dedication and shall adequately protect the public from said unsafe conditions. Warning to and protection of the public shall remain the sole responsibility and expense of the DEVELOPER until such time as the Certificate of Completion is unconditionally issued

7. Maintenance of Public Infrastructure Improvements

Until one (1) year has elapsed following unconditional issuance of the Certificate of Completion, the DEVELOPER shall maintain the constitution of the required public infrastructure improvements and shall immediately perform or cause to be performed at its sole expense all necessary repairs, replacements, additions, or other corrective actions.

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

Until one (1) year has elapsed following the unconditional issuance of the Certificate of Completion, the DEVELOPER warrants that the required public infrastructure improvements, including the equipment and materials provided for the required improvements, are and will be free from defects and guarantees that the construction of the required improvements is and will be free from deficiencies and that the required improvements will perform satisfactorily in accordance with the specifications, plans and applicable CITY standards and performance criteria as specified in the public infrastructure permit

and set forth in Section 3 above. The 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 the public infrasfructure permit and set forth in Section 3 above.

If at any time before the expiration of the guarantee and warrantee period specified herein said designs prove to be inadequate in any respect, as determined by the City Engineer, the DEVELOPER shall make changes at its sole expense necessary to assure conformance with said standards and criteria.

9. Inspection of Construction

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

10. Payment of Fees and Penalties and Accrued Interest

Prior to issuance of the Certificate of Completion and prior to acceptance by the CITY of the on-site and off-site required public infrastructure improvements for permanent maintenance, all fees and penalties and accrued interest shall be paid 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, the 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 DEVELOPER to bear all applicable costs.

12. Security

Surety bonds shall be presented to the CITY, 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:
 - Faithful Performance Bond in a face amount not less than \$248,000, which is the full amount (one-hundred percent) of the City Engineer's total estimated cost for constructing the required on-site and off-site public infrastincture improvements, to secure faithful performance of this Agreement; and
 - 2. Labor and Materials Bond in a face amount not less \$124,000, which is one-half (fifty percent) of the full amount of the City Engineer's total estimated cost for constituting the required on-site and off-site public infrastructure improvements, to secure payment to the 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.

Final Map - Tract No. 8056, Subdivision Improvement Agreement Brookfield Court page 4 of 9 The Faithful Performance Bond and the Labor and Material Bond shall not be hmited in duration nor stipulate a date of expiration and shall remain in effect until the unconditional issuance of the Certificate of Completion of the required public infrasfructure improvements

- B. Before final approval of the public infrastructure permit, a Maintenance Bond shall be presented in a face amount not less than \$62,000, which is one-quarter (twenty-five percent) of the full amount of the City Engineer's total estimated cost for constmeting the required on-site and off-site required public infrastructure improvements, to secure faithful performance of Section 7 Maintenance and Section 8 Guarantee and Warrantee above. This Maintenance Bond shall remain in effect for not less than one year (1) after the date of the unconditional issuance of the Certificate of Completion of the required public infrasfructure improvements.
- C. Pursuant to Government Code section 66499.4, the obligation guaranteed by each bond shall include costs and reasonable expenses and fees, including reasonable attorney fees and expert witness fees, incurred by the CITY in successfully enforcing said obtigations and shall be in addition to the face amount of each bond.
- D. 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 this Agreement shall be void.

13. Alternative Security

In lieu of the bonds required above in Section 12, alternative securities may be substituted in a form provided by Government Code Section 66499.3 and subject to review and approval by the City Attorney.

14. Hold Harmless

- A. The DEVELOPER agrees and promises to defend (with counsel acceptable to the CITY), hold harmless, and indemnify the CITY, the Oaldand City Council, and its respective officials, officers, employees, agents, representatives, and volunteers from any and all liability, claims, demands, lawsuits, actions, causes of action proceeding and judgments for injury and/or damages of any kind and nature whatsoever (including legal costs, attorneys' fees, expert witness or consultant fees, City Attorney or staff time, expenses or costs) (collectively called "Action") arising out of, related to or caused by performance of this Agreement, including without limitation the design, construction and/or maintenance (for a period of one year following unconditional issuance of the Certificate of Completion) of the on-site and off-site required public infrastructure improvements and regardless of responsibility for negligence. The CITY may elect, in its sole and absolute discretion, to participate in the defense of said Action, and the DEVELOPER shall reimburse the CITY for its reasonable legal costs and attorneys' fees. This indenmification shall survive the termination of this Agreement.
- B. Within ten (10) calcudar days of the filing of any Action as specified to subsection A above, the DEVELOPER shall execute a Joint Defense Letter Agreement with the CITY, acceptable to the City Attorney, which memorializes the above obligations. These obligations and the Joint Defense Letter of Agreement shall survive tennination, extinguishment or unvalidation of this Agreement. Failure to timely execute the Letter Agreement does not relieve the DEVELOPER of any of the obligations contained hi this condition or other requirements or conditions of approval that may be imposed by the CITY.

15. Insurance Required

Sufficient insurance shall be proceed and maintained for the duration of the Agreement against claims for injuries to persons or damages to property that may arise from or in connection with the performance of the work hereunder by the DEVELOPER and its agents, representatives, employees or subcontractors.

A. Minimum Scope of Insurance

Coverage shall be at least as broad as:

- Insurance Services Office Commercial General Liability coverage ("occurrence" fonn CG 0001).
- 2. Insurance Services Office form number CA 0001 covering Automobile Liability, code 1 "any auto."
- 3. Workers' Compensation insurance as required by the Labor Code of the State of California and Employers Liability insurance.

B. Minimum Limits of Insurance

- 1. Commercial General Liability insurance, including but not limited to, Bodily Injury, Broad Form Property Damage, Contractual Liability, Operations, Products and Completed Operations, Owners and Contractors Protective Liability, and/or XCU coverage, when applicable, with limits not less than \$2,000,000.00 oomhined 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 \$1,000,000.00 combined single limit per accident for bodily injury and property damage.
- 3. Worker's Compensation insurance as required by the laws of the State of California with limits not less than \$1,000,000.00. Statutory coverage may include Employers Liability coverage. The Contractor certifies that he/she is aware of the provisions of section 3700 of the California Labor Code, which requires every employer to provide Workers' Compensation coverage, or to undertake self-insurance in accordance with the provisions of that Code. The Contractor shall comply with the provisions of section 3700 of the California Labor Code before commencing performance of the work under this Agreement and thereafter as required by that code.
- 4. Professional Liability/Errors/ Omissions insurance with limits not less than \$1,000,000.00. DEVELOPER may cause its civil engineer to provide the Professional Liability/Enors/Omissions insurance.
- 5. Builders' Risk/ Course of Construction insurance covering all risks of loss with hmits not less than the completed value of the project with no comsurance penalty provisions. The

CITY shall be named as loss payee mider this policy. The insmer 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 insmer 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. a bond shall be procured guaranteeing payment of losses and related investigations, claun administration and defense expenses.

D. Other Insurance Provisions

The general and automobile liability policies required by this Section 15 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:
 - (a) liability arising out of activities performed by or on behalf of the DEVELOPER and its agents, representatives, employees or subcontractors;
 - (b) products and completed operations of the DEVELOPER and its agents, representatives, employees or subcontractors;
 - (c) premises owned, occupied or used by the DEVELOPER and its agents, representatives, employees or subcontractors, or
 - (d) automobiles owned, leased, hired or borrowed by the DEVELOPER and its agents, representatives, employees or subcontractors.

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. Insurance coverage required by this Section 15 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 insurance for the DEVELOPER and its agents, representatives, employees or subcontractors and shall not contribute with it.
- 3. Any failure to comply with reporting provisions of the policies required by this Section 15, including breaches of warranties, shall not affect coverage provided to the CITY and its officers, officials, employees, representatives, agents, and volunteers.
- 4. Insurance required by this Section 15 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 Section 15 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 CTIY.

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 Insurer's

If die insurance company providing coverage required by this Section 15 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.

P. Verification of Coverage

Certificates of insurance shall be firmished with original endorsements effecting coverage required by this Section 15. The certificates and endorsements for each insurance policy shall 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 2010 (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 shall 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

All subconfractors shall be included as insured under the policies required by this Section 15 or separate certificates and endorsements shall be furnished for each subcontractor. All coverage for subcontractors shall be subject to all of the requirements stated herein.

16. 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 attorney fees and expert witness fees, in addition to any other rehef to which they may be entitled.

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

This Agreement pertains to and runs with the real property included within the Final Map for Tract No. 8056, which land is expressly agreed to benefit from the privileges granted under this Agreement, and binds the beneficiaries, hefrs, assigns, and successors in interest in the properties of Developer.

18. Attachments

The following documents are incorporated into this Agreement by reference:						
CITY permits: Public Infrastructure PX 1100080 Private Infrastructure PX 1100081 Encroachment n.a.	Planning CDMV 10164 Grading GR 1100089, Est. Cost of Improvements \$ 248,000.00					
Final Map: Tract No. 8056 Resolution No.	C.M.S.					
Insurer:	Surety:	_				
, •	•					

19. Effective Date

This Agreement shall be effective on the date of its execution by the CITY.

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

* DEVELOPEE:

Habitat for Humanity East Bay a California nonprofit public benefit corporation

Vanice Jenson President and CEO signature

CITY:

City of Oaldand a Cahfornia municipal corporation * notarized acknowledgment required

bν:

signature

RAYMOND M. DERANIA City Engineer

CALIFORNIA ALL PURPOSE ACKNOWLLEDGMENT

STATE OF CALIFORNIA

County of Alameda

On March 7, 2012	before me,	Isabel Paez,	a notary pub	lic, personall
appeared Janice Jensen			<u> </u>	
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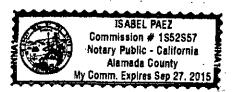
who proved to me on the basis of satIsfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of die State of California that the foregoing is true and correct.

Witness my hand and official seal.

Signature

.x (Seal)



PTS101 -

UPDATE/QUERY BOND INFORMATION

2/07/12 10:08:18

Next Option: 119

Applic#: PX1100080

Type: Filed: 06/30/11 Disp:

Addr1: 9507 EDES

AV Suite: Parcel: 045 -5292-005-00

Amount Expire Date BOND I N S T R U M E N T Date Typ* Typ* Number Bond Company Received Received Date Released

PRF BND 105694891 TRAVELERS 02/07/12 248,000.00

COMMENT: IN CASHIER'S SAFE DLR X4774

02/07/12 124,000.00 L/M BND 105694892 TRAVELERS

COMMENT: IN CASHIER'S SAFE DLR X4774

Bottom

F1=Hlp F3=Ext F5=Chg F7=Fwd F8=Bck F10=List F11=Fnd F12=Prv F24=Com 801 RECORD CHANGED

19501 = dos 6719_ PX 1100080



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RIDER

To be attached to and form part of Bond No.	. 105694891	
Issued on behalf of Habitat for Humanity East B.	}av	as Principal, and in favor of
		as Obligee
It is agreed that:		
I. The Surety hereby gives its consent to	to change the Name:	,
	_	
from:		
2. The Surety hereby gives its consent to		
from:		
to:		
3. The Surety hereby gives its consent to	o change the Bond Penalty	;
from: One Hundred Seven Thousand		
to: Two Hundred Forty-Eight Thousa		
This rider shall become effective as of	January 1, 2012	•
PROVIDED, however, that the liability of the cumulative.		hanged by this rider shall not be
Signed, sealed and dated January 30, 201	12	
		•
	Travelers Casualty and Sure	ty Company of America
	Lataria 1	1. 201
	Victoria L. Ernest	Attorney-in-Fact
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Accepted: Obligee	Or Habitat for Humanity East B	ау .
Obligee	Principal	
Зу:	By:	· · · · · · · · · · · · · · · · · · ·



POWER OF ATTORNEY

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurnnce Company Travelers Casualty and Surety Company Travelers Casualty and Surety Company of America United States Fidelity and Guaranty Company

Attorney-In Fact No.

222967

Certificate No. 004647080

KNOW ALL, MEN BY THESE PRESENTS: That St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company and St. Paul Mercury Insurance Company are corporations duly organized under the laws of the State of Minnesota, that Farmington Casualty Company, Travelers Casualty and Surety Company, and Travelers Casualty and Surety Company of America are corporations duly organized under the laws of the State of Connecticut, that United States Fidelity and Guaranty Company is a corporation duly organized under the laws of the State of Maryland, that Fidelity and Guaranty Insurance Company is a corporation duly organized under the laws of the State of Iowa, and that Fidelity and Guaranty Insurance Underwriters, Inc., is a corporation duly organized under the laws of the State of Wisconsin (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint

Robyn Rest, Victoria L. Ernest, and Laura Giampietro

	Madison		, State o	<u>fN</u>	ew Jersey		, their true at	nd lawful Attorn	
each in their separate				execute, seal at	nd acknowledg	e any and all bond	ls, recognizances,		
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58440-6-11Printed in U.S.A.

TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA

HARTFORD, CONNECTICUT 00183

FINANCIAL STATEMENT AS OF DECEMBER 31, 2010

CAPITAL STOCK S 8,450,000

ASSETS		LIABILITIES & SURPLUS			
CASH AND INVESTED CASH BONDS INVESTMENT INCOME DUE AND ACCRUED PREMIUM BAL ANCES NET DEFERRED TAX ASSET REINSURANCE RECOVERABLE RECBMABLES FROM PARENT, SUBSIDIARIES AND AFFILIATES SECURITIES LENDING REINVESTED COLLATERAL ASSETS UNCISTHIBUTED PAYMENTS OTHER ASSETS	\$ 40,788,176 3,817,437,250 63,309,217 179,028,702 67,763,379 28,060,885 34,025,680 11,844,000 4,60T,656 513,763	UNEARNBD PREMIUMS LOSSES REINSURANCE PAYABLE ON PAID LOSSES / LOSS ADJ. EXPENSES LOSS ADJUSTMENT EXPENSES COMMISSIONS TAXES, LICENSES AND FEES OTHER EXPENSES FUNDS HELD UNDER REINSURANCE TREATIES CURRENT FEDERAL AND FOREIGN INCOME TAXES REMITTANCES AND ITEMS NOT ALLOCATED AMOUNTS WITHHELD / RETAINED BY COMPANY FOR OTHERS RETROACTIVE REINSURANCE RESERVE ASSUMED POLICYHOLDER OWICENDS PROVISION FOR REINSURANCE PAYABLE FOR SECURITIES LENDING CEDED REINSURANCE NET PREMIUMS PAYABLE OTHER ACCRUED EXPENSES AND LIABILITIES TOTAL LIABILITIES	\$ 81J,054,207 020,220,492 2,522,742 477,405,045 31,067,828 53,070,609 34,523,322 90,187,683 3,320,537 9,428,732 25,591,395 3,280,670 7,470,605 5,357,027 11,844,000 (00,388,527) 1,053,975 \$ 2,436,034,011		
, · · · · · · · · · · · · · · · · · · ·		CAPITAL STOCK PAID IN SURPLUS OTHER SURPLUS TOTAL SURPLUS TO POLICYHOLDERS	S 6,400,000 433,803,760 1,301,940,752 S 1,802,224,512		
TOTAL ASSETS '	S 4,238.258,523	TOTAL LIABILITIES & SURPLUS	\$ 4.238.258.523		

STATE OF CONNECTICUT

COUNTY OF HARTFORD

) SS. }

CITY OF HARTFORD

MICHAEL J. DOODY, BEING DULY SWORN, SAYS THAT HE IS SECOND VICE PRESIDENT OF TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA, AND THAT TO THE BEST OF HIS KNOWLEDGE AND BELIEF, THE FOREGOING IS A TRUE AND CORRECT STATEMENT OF THE FINANCIAL CONDITION OF SAID COMPANY AS OF THE 31ST OAY OF DECEMBEH, 2010.

SUBSCRIBED AND SWORN TO BEFORE ME THIS 15TH DAY OF APRIL, 2011

NOTARY PUBLIC

SUSAN M. WEISSLEDER

Notary Public

My Commission Expires November 30, 2012



Certificate of Acknowledgement of Notary Public

County of Alameda	
,	
On/ar. 3/, _2012_ before me, Lucinda Lee, a notary pu	blic, personally
appeared, who proved to me on the ba	sis of satisfactory
evidence to be the person(s) whose name(s) is/are subscribed to the	
acknowledged to me that he/she/they executed the same in his/her/t	
capacity(ies), and that by his/her/their signature(s) on the instrumer	

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing is true and correct.

entity upon behalf of which the person(s) acted, executed the instrument.

Witness my hand and official seal.

State of Cahfomia

(Seal)

LUCINDA LEE Commission # 1810937 Notary Public - California
Alameda County
My Comm. Expires Aug 24, 2012

Signature

951100080 9517 Edge Dre



RIDER

To be attached to and form part of Bond No. 105694892	
Issued on behalf of Habitat for Humanity East Bay	
It is agreed that:	•
☐ I. The Surety hereby gives its consent to change the Name:	
from:	
to:	
2. The Surety hereby gives its consent to change the Address:	
from:	·
to:	
☑ 3. The Surety hereby gives its consent to change the Bond Penalty	:
from: Fifty-Three Thousand Five Hundred and 00/100 Dollars (\$53,500.00)	·
to: One Hundred Twenty-Four Thousand and 00/100 Dollars (\$124,000.00)	<u></u> -
This rider shall become effective as of	
PROVIDED, however, that the liability of the Surety under the attached bond as chacumulative.	anged by this rider shall not be
Signed, sealed and dated January 30, 2012	
Trayelers Cosualty and Surety	Company of America
By: Victoria L. Ernest	Attorney-in-Fact
Accepted: or Habitat for Humanity East Bay Obligee Principal	·
Ву:	· · · · · · · · · · · · · · · · · · ·



POWER OF ATTORNEY

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Pnul Mercury Insurance Company Travelers Casualty and Surety Company Travelers Casualty and Surety Company of America United States Fidelity and Guaranty Company

Attorney-In Fact No.

222967

Certificate No. 004647079

KNOW ALL MEN BY THESE PRESENTS: That St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company and St. Paul Merculy Insurance Company are coloporations duly organized under the laws of the State of Minnesota, that Farmington Casualty Company, Travelers Casualty and Surety Company, and Travelers Casualty and Surety Company of America are corporations duly organized under the laws of the State of Connecticut, that United States Fidelity and Guaranty Company is a corporation duly organized under the laws of the State of Maryland, that Fidelity and Guaranty Insurance Company is a corporation duly organized under the laws of the State of Iowa, and that Fidelity and Guaranty Insurance Underwriters, Inc., is a corporation duly organized under the laws of the State of Wisconsin (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint

Robyn Rost, Victoria L. Ernest, and Laura Giampietro

		, .				
of the City of Madisan	·	_, State of	New Jersey	· · · · · · · · · · · · · · · · · · ·	their true and lawfu	ıl Attomey(s)-in-Fac
each in their separate capacity in other writings obligatory in the	if more than one is named above e nature thereof on behalf of the antecing bonds and undertaking	e Companies in their,	al and acknowledg business of guara	ge any and all bonds, rec inteeing the fidelity of j	cognizances, conditio persons, guaranteein	onal undertakings and
IN WITNESS WHEREOF, the day of	e Companies have caused this in 2011.	nstrument to be signed	dand their cofpor	ate seals to be hereto af	fixed, this	16th
	Farmington Casualty Com Fidelity and Guaranty Inst Fidelity and Guaranty Inst St. Paul Fire and Marine I St. Paul Guardian Insuran	urance Gompany (urance Underwriter nsurance Company	s, Inc.	St. Paul Mercury Ins Iraveiers Casualty a Iravelers Casualty a United States Fidelity	nd Surety Compan	y of America
1977	NICCEPORATED ST	SEAL ST. IN	SEAT	HARTORN 2	(MARTINE)	THE STATE OF THE S
State of Connecticut City of Hartford ss.		,	Ву:	George W Thomps	San, Senior Vice Presid	ient
On this the 16th himself to be the Senior Vice Pre Inc., St. Paul Fire and Marine I Company, Travelers Casualty an executed the foregoing instrument	esident of Farmington Casualty insurance Company, St. Paul G d Surety Company of America,	Guardian Insurance C and United States F	, before me pe nd Guaranty Insur ompany, St. Paul idelity and Guarar	Mercury Insurance Conty Company, and that	and Guaranty Insur- mpany, Travelers C he, as stich, being a	rance Underwriters, Casualty and Surety authorized so to do,
In Witness Whereof, I hereunto My Commission expires the 30th	•	CONTERNAL CONNECTED AND CONNEC		Mari Mar	10 C. Jainie C. Tetreault, Notary	treault Public

58440-6-11Printed In U.S.A.

TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA

HARTFORD, CONNECTICUT 081B3

FINANCIAL STATEMENT AS OF DECEMBER 31, 2010

CAPITAL STOCK S 0,480,000

ASSETS		LIABILITIES S SURPLUS				
CASH AND INVESTED CASH BONDS INVESTMENT INCOME DUE AND ACCRUED PREMIUM BALANCES NET DEFERRED TAX ASSET REINSURANCE RECOVERABLE RECEIVABLES FROM PARENT, SUBSIDIARIES AND AFFILIATES SECURITIES LENDING REINVESTED COLLATERAL ASSETS UNOISTHIBUTED PAYMENTS OTHER ASSETS	\$ 40.788,176 3,817.487.280 53.309,217 179.023,702 87.793,37B 28,660,685 34.025,690 11,844,000 4,607,658 513,706	UNEARNED PREMIUMS LOSSES REINSURANCE PAYABLE ON PAID LOSSES / LOSS ADJ. EXPENSES LOSS ADJUSTMENT EXPENSES COMMISSIONS TAXES. LICENSES AND FEES OTHER EXPENSES OTHER EXPENSES FUNDS HELD UNDER REINSURANCE TREATIES CURRENT FEDERAL AND FOREIGN INCOME TAXES REMITTANCES AND ITEMS NOT ALLOCATEO AMOUNTS WITHHELD / RETAINED BY COMPANY FOR OTHERS RETROACTIVE REINSURANCE RESERVE ASSUMED POLICYHOLDER DIVIDENDS PROVISION FOR REINSURANCE PAYABLE FOR SECURITIES LENDING CEDED REINSURANCE NET PREMIUMS PAYABLE OTHER ACCRUED EXPENSES AND LIABILITIES TOTAL LIABILITIES CAPITAL STOCK PAID IN SURPLUS OTHER SURPLUS TO POLICYHOLDERS	\$ 813,054,297 020,220,402 2,528,742 477,405,845 31,967,828 53,079,089 34,523,822 06,187,983 3,320,537 9,428,732 25,501,395 3,230,076 7,470,603 5,337,627 11,844,000 (80,388,527) \$ 2,436,034,011 5 6,480,000 433,803,760 1,381,840,752 \$ 1,302,224,512			
TOTAL ASSETS	S 4.235,258,523	TOTAL LIABILITIES & SURPLUS	\$ 4,238.258,523			

STATE OF CONNECTICUT)

COUNTY OF HARTFORD) SS.

CITY OF HARTFORD)

MICHAEL J. DOODY, BEING DULY SWORN, SAYS THAT HE IS SECOND VICE PRESIDENT, OF TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA, AND THAT TO THE BEST OF HIS KNOWLEDGE AND BELIEF, THE FOREGOING IS A TRUE AND CORRECT STATEMENT OF THE FINANCIAL CONDITION OF SAID COMPANY AS OF THE 31ST CAY OF DECEMBER, 2010.

SUBSCRIBED AND SWORN TO BEFORE ME THIS 15TH DAY OF APRIL, 2011

OTARY PUBLIC

SUSAN M. WEISSLEDER

Notary Public

My Commission Expires November 30, 2012



Certificate of Acknowledgement of Notary Public

County of Alameda		·
•		I
On <u>/an . 3/</u> , 2012	2_ before me	, Lucinda Lee, a notary public, persona
anneared /a	C U	who proved to me on the basis of satisfa

appeared /ance /ensen, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing is true and correct.

Witness my hand and official seal.

State of California

(Seal)

LUCINDA LEE Commission # 1810937 Notary Public - California Alameda County My Comm. Expires Aug 24, 2012

Signature

•	FILED	
Introduced by	OFFICE OF THE CITY OF CAKLAND	H ER*

Councilmember 2012 JUN - 6 PM 4: 19

Approved for Form and Legality
City Attorney

OAKLAND CITY COUNCIL

Resolution No.	····	C.M.S.

RESOLUTION: CONDITIONALLY APPROVING A FINAL MAP FOR BROOKFIELD COURT TRACT No. 8056 LOCATED AT 9507 EDES AVENUE FOR AN AFFORDABLE HOUSING PROJECT FOR HABITAT FOR HUMANITY OF THE EAST BAY

WHEREAS, the developer of a residential dwelling project, Habitat For Humanity Of The East Bay, a California public benefit corporation (no. C1589421), is the Subdivider of a single parcel identified by the Alameda County Assessor as APN 045-5292-005-00, and by the Alameda County Clerk-Recorder as Tract No. 8056, and by the City of Oakland as 9507 Edes Avenue, and by the developer as the Brookfield Court affordable housing project; and

WHEREAS, the Subdivider has acquired by purchase for valuable consideration from the City of Oakland the real property comprising Tract No. 8056 through a grant deed, series no. 2012-014800, recorded January 17, 2012, by the Alameda County Cierk-Recorder; and

WHEREAS, the Subdivider has previously applied to the City of Oakland for a tentative map (TTM 8056) to subdivide the platted land into thirteen (13) lots comprising Tract No. 8056 for the construction of single family dwellings and appurtenant infrastructure; and

WHEREAS, the Planning Commission of the City of Oakland approved the environmental determination (exempt), land use entitlement (CMDV 10164), and tentative map for Tract No. 8056 on December 1, 2010, which proposed:

- the establishment of twelve (12) residential lots for ownership by private purchasers, and one (1) lot for common-ownership of a private road, vehicle parking, and open space; and
- the dedication to the City of Oakland of public service easements for emergency vehicle access and public utilities; and
- the dedication to the City of Oakland of real property as public right-of-way for Edes Avenue.

WHEREAS, the Secretary of the Planning Commission of the City of Oakland has certified that the Planning Commission approved the Tentative Map for Tract No. 8056, upon which said Final Map is based; and

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

- the Final Map for Tract No. 8056, attached hereto as *Exhibit A*, is substantially the same as the Tentative Map approved by the Planning Commission, and
- the Final Map for Tract No. 8056 complies in all manners with the provisions of the California Government Code (Section 66400, et seq. Subdivision Map Act), and the City of Oakland's local ordinance (Municipal Code Title 16 Subdivisions); and

WHEREAS, the City Engineer has further determined that the Final Map is technically correct and accurately delineates the proposed metes and bounds of the property boundaries separating the proposed thirteen (13) lots and the proposed dedicated public service easements and the proposed dedicated public right-of-way, the limits of which have been established by field survey and can be re-established from the monuments, property comers, radii, bearings, and distances shown on the Final Map for Tract No. 8056; and

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

WHEREAS, the City Engineer has approved infrastructure permit no. PX1100080 and the Subdividers' plans and specifications for construction of the required public infrastructure improvements, included by reference with *Exhibit B*; and

WHEREAS, pursuant to Government Code section 66462 and Municipal Code section 16.20.100 as a condition precedent to approval of the Final Map for Tract No. 8056, the Subdivider has executed a Subdivision Improvement Agreement, attached hereto as *Exhibit C*, assuring the timely construction, unconditional warrantee, and prescribed maintenance of all required public infrast mcture improvements; and

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

WHEREAS, the requirements of the California Environmental Quality Act (CEQA), the Guidelines as prescribed by the Secretary of Resources, and the provisions of the Statement of Objectives, Criteria and Procedures for Implementation of the California Environmental Quality Act: City of Oakland, have been satisfied by the certification by the Planning Commission on December 1, 2010, that the project is exempt from CEQA pursuant to Section 15183 (consistency with an adopted General Plan) and Section 15332 (infill project); now, therefore, be it

RESOLVED: That the Final Map for Tract No. 8056 is hereby conditionally approved; and be it

FURTHER RESOLVED: That the dedication of real property as delineated on the Final Map for public right-of-way for Edes Avenue is hereby conditionally accepted; and be it

FURTHER RESOLVED: That pursuant to California Streets and Highways Code section 8300, et seq., should the City of Oakland vacate said portion of the public right-of-way offered for dedication, at some future date as yet undetermined, Habitat For Humanity Of The East Bay and its representatives, heirs, assigns, and successors and the future owners, separately and jointly, of said subdivide lots retain the unqualified right to the underlying fee simple interest of said real property; and be it

FURTHER RESOLVED: That the dedication of public service easements as delineated on the Final Map is hereby conditionally accepted; and be it

FURTHER RESOLVED: That the approval of the Final Map and the acceptance of said dedications are conditioned upon completion to the satisfaction of the City Engineer of public infrastmeture improvements, as set forth in the Subdivision Improvement Agreement; and be h

FURTHER RESOLVED: That Habitat For Humanity Of The East Bay shall be responsible in perpetuity for the installation, maintenance, repair, and removal of all infrastmeture improvements within said public service easements and public right-of-way dedications as delineated on the Final Map, including but not limited to roadway pavement, sidewalks, curbs, gutters, trees and landscaping, irrigation, electrical lighting, sanitary sewer piping, and storm water piping, but excepting from said responsibility infrastmeture improvements that are otherwise regulated by California Public Utilities Commission; and be it

FURTHER RESOLVED: That the hereinabove conditions shall be binding upon Habitat For Humanity Of The East Bay and its representatives, heirs, successors, and assigns and the successive owners of said lots as delineated on the Final Map.

FURTHER RESOLVED: That failure by Habitat For Humanity Of The East Bay to comply in all aspects with the Subdivision Improvement Agreement shall void approval of the Final Map and void acceptance of said dedications and shall revert the original parcels comprising Tract No. 8056 to acreage; and be it

FURTHER RESOLVED: That the City Engineer is hereby authorized to endorse the Final Map for Tract No. 8056; and be it

FURTHER RESOLVED: That the City Clerk of the City of Oakland is hereby authorized to endorse the Final Map for Tract No. 7904, upon its execution by the City Engineer, and directed to file the fully endorsed Final Map with the Alameda County Clerk-Recorder for recordation; and be it

FURTHER RESOLVED: That this Resolution shall the Final Map for Tract No. 8056 by the Alameda Court	•
IN COUNCIL, OAKLAND, CALIFORNIA,	, 2012
PASSED BY THE FOLLOWING VOTE:	
AYES - BROOKS, BRUNNER, DE LA FUENTE, I SCHAAF, AND PRESIDENT REID	KAPLAN, KERNIGHAN, NADEL,
NOES -	
ABSENT –	
ABSTENTION –	
ATT	EST:
	LATONDA SIMMONS City Clerk and Clerk of the Council of the City of Oakland, California

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EXHIBIT A

SURVEYOR'S STATEMENT

THIS MAP WAS PREPARED BY HE OR UNDER MY OSSECTION AND IS BASED UNION A FREID SURVEY IN CORPORIDATION WITH THE RECURRICATION OF THE SURVEY IN CORPORIDATION WITH THE RECURRICATION OF THE MANTAI FOIL THOMASTI IN A MEET MILL. I LIEFLARY STATE THAT ALL MOCHAMENTS ARE OF THE CHARACTER AND OCCUPY HE POSTION'S BROADLES OF THE LIEF SET IN HOSE POST MAYS EFFIRE DECEMBER 31, 2014, AND THAT THE MOMBULENTS AFE BY MILL BE SET FOR THOSE POST MAYS EFFIRE DECEMBER 31, 2014, AND THAT THE MOMBULENTS AFE BY MILL BE SUFFICIENT TO ENABLE THE SURVEY TO BE DETHACED, AND THAT THIS FIRM, MAP SHIBSLATIMALIT CONFORMS TO THE COMMITTIONALLY APPROVED TRITATIVE MAP.

WE 4-4-2012



CHYSTOP ER S. HARMSON

CITY ENGINEER'S STATEMENT

I, RAMIJOHO U, OERAMA, CITY EHOINEER HANNO BEEN AUTHORISED TO PERFORM THE FUNCTIONS OF THE OITY EHOINEER OF HE GITY OF OAKLAIO, COUNTY OF ALMEDA. STATE THAT HAVE EXAMINED THE HES TRACT MAP AS SHORM HEREIN, AND THAT SAND FRAIL MAP IS SUBSTANTIALLY THE SAME AS THAT APPEARING ON LIPON THE APTIMED TIMINATIVE MAP AND ANY APPEARMENT AS THAT INTERCOFT THAT ALL PROVISIONS OF DIVIDIOUS 2, OILIPOTES OF THE MAP ALL OF THE COMPENSATION COORDINATES OF THE MAP AND ANY APPEARMENT CODE OF THE STATE OF CALLFORDS AND ANY LIDAU CHOMMANCES. PUPILICABLE AT THE TAKE OF APPROVAL OF SAID TENTATIVE MAP HAVE BEEN COMPILED WITH, AND THAT SAID TRACT MAP IS TECHNICALLY CORRECT.

DARIONO M. DERAMA, R.C.E. NO. 27615
RECISTRATION EXPIRES: MARCH 31, 1014
CITY ENORGER
CITY OF OMELAND, COUNTY OF ALAMEDA
STATE OF CALFORNA

DATE

CITY PLANNING COMMISSION STATEMENT

I HEREBI STATE THAT THE PLANTING COMMISSION OF DIE OFFT OF OMILAND APPROVED ON OBCRUBER 1, 2010, THE TENTATIVE MAP OF "TRACT BOSB, SNOWPOLD COLRET, CITY OF OMILAND, ALMAREM COUNTY, CAL FORMAL".

FRED BLACKWELL

4-20-12

ASSISTANT OTY AGUARSTRATOR
COLONIALITY AND ECONOMIC DEVELOPMENT ACCITY

- - DATE

TRACT NO: 8056 BROOKFIELD COURT

OEHO A SMBOTYSTOM OF TITAT CERTAIN PARCEL OF LAND DESCRIBED IN DOCUMENT NO. 1912-41 May OF OTTICIAL KECD MS

CIT OF OAXLAND, ALALIEDA COUNTY, CALEFOIUTIA.

CARLSON, BARBEE & GIBSON, INC

NAMED HON, CALIFORNIA AMEL 2011

CITY CLERK'S STATEMENT

L. THE UNBERSCHED, LATINDA SIMIONS, OTY CIERX AND CIERX OF THE CITY COUNCI, OF THE CITY OF OMILIAND, STATE OF CALEGRAM, DO HEREBY STATE THAT FIS MAP, CONSISTING OF STREETS AND STREETS AND ENTRED THACT SOSS, BROOKFETO COURT, CIDY OF OMICIAMO, ALAMEDA CORNIY, CAR FORBAY, MAS PRESENTED TO SAID COUNCIL OF ANAMEDA CORNIY, CAR FORBAY, MAS PRESENTED TO SAID OMICIAMO AND THAT SAID COUNCIL DED APPROVE SAID MAP AND CID ACCEPT, SILENET TO COMBET NO OF MPROVEDINTS, AN FEL ON BEJAULF OF THE PUBLIC MASE THE AREAS OCS GNATED AS CLESS AMENIA COUNCATOR, AND THE EASTHMATE DESIGNATED AS PICE (PUBLIC LITTLY TRANSMITT, EVAC (EMBRETINGY AMESS SEASCHMENT) AND CIECCIO (EMBRETINGY ACCESS EASTHMI).

I FURTISES STATE THAT ALL ASRESHENTS AND SURETY AS REQUIRED BY LAW TO ACCOURANT THE MAP HAVE BEEN APPROVED BY THE CITY COUNCIL OF THE CITY OF DAYLAHD AND ARE FILED IN MY OFFICE.

×	WINESS,	HAVE	HETEUHTD	ŒĪ	MA HAND	THOS	 Œ	
BT.	1							

LATCHDA SHIPMS, CITY CLETH AND CLERK OF RE COLUMN OF THE CITY OF ONLINE COUNTY OF ALARIMA, STATE OF THE PRO- DATE

GBOTECHNICAL SOILS REPORT

A SOUR REPORT PREPARED BY ROCKEDOR CENTERINACAL SCREE BY LOCEN D. MADERIAS, PE AND GRAME'S SMELIES, PE, OF TRUE "BROOKEID COURT DEVILORMENT, ESOY FLEE AVENUE, QUID AND. CALIFORNIA", PROJECT HO. OS-167. DATED FEBRUARY 1, 2011.

OWNER/SUBDIVIDER

HABITAT FOR HUMANNY EAST BAT 2SIS EROADEAY DAKLAN), CA SIS12

CLERK OF THE BOARD OF SUPERVISOR'S STATEMENT

L CRISTIL K. HISHOA GELAT, CLETK OF THE BOARD OF SUPERVISORS OF THE COUNTY OF ALAIRDA, STATE OF CALIFORNIA NETHER STATE, AS CHECKED ELLOW THAT:

- AN APPROVES BOND HAS BEEN FLID THIN HE SUPEIMSORS OF THE SAO CLINITY AND STATE IN BE AMOUNT OF \$ CONDITIONED FOR HIS PANIENT OF ALL THE TAXES AND SPECIAL ASSESSMENTS COLLECTED AS TAXES FINGUL AND HOB A LEH ACROSS SHOOL AND CO. AND THE THE FULL HOT THE FATABLE, AND HAS DILLY APPROVED BY SAID BOARD IN SAID AMOUNT.
- MIL TAKES AND SFECIAL ASSESSMENTS COLLECTED AS TAKES HAVE BEEN PAID, AS CERTIFIED BY THE HEASUREN-TAX COLLECTES OF THE COUNTY OF MANETAL.

N MITTERS MICHOF, I HAVE REPRESENTED SET MY HAND THIS

GROSTIAL A HERMON BRAFT CASING OF THE BOARD OF SUPERNSORS OF THE COUNTY OF ALAMEDA, STATE OF CAMPORNIA

BY: DEBNITY COUNTY CLERK

NOTES:

- 1) THIS UAP IS BASED OH PRIVATE SURVEYS PERFORMED BY MKEHEED PROFESSIONALS AND OBLI NOT BE UPDATED OR CORRECTED BY THE CITY OF OWNLAND AFTER ITS FLEIG. HO REBEARITY, THERE DEVELOPMENT OF MAPPIND, IS MADE BY THE CITY OF OWNLAND THAT THIS MAP AND THE SURVEY PROFULATION OF MICH IT IS BASED IS CONTROCT. ACCURATE, AND CUMMENT, HICH THAT THE CITY WILL THE THAT FOR PUBLIC MSPECHION ANY RELATED BEFORMATION BANCH MAY BE SUBSEQUENTLY SUBJECTED TO THE CITY, BYCLUDGIC ALL FORD OR ACTUAL DISCREPANCES, INACCURACIES, DEPORTHOUSES, AND EPPORES.

TRACT NO. 8056 BROOKFIELD COURT

BEING A SUBBIVISION OF YEAT CIRCLAN TABORL OF LAND DISCILIBIED IN MICLIMENT NO. 1919614900 OF OFFRIGUAL RESCUIUS CITY OF OAKLAND, ALABEMA COUNTY, CAUPULRIA.

CARLSON, BARBEE & GIBSON, INC.

ENGINEELI SURVETULI (LAMIENA SAN RALIOM, CALDURINA

OWNER'S STATEMENT

NIE UNDERSICIED, HEREBY STATES THAT IT IS THE OWNER OF AEL THE LANDS DELINEATED AID EMBRACED MUNIM NIE EXTERIOR BOUNDARY LINES UPON DIE HEREIN EUBODED NAP ENTITIED TRACT 0056, BHOOKING DICOURT, CITY OF GARLAND, MANEDA COONTY, CAUFORNIA" CONSISTINC OF THREE (3) SHEETS, THIS STATEMENT BEING NO SHEET ONE (1) THEREOF: THAT IT IS THE DIMIER OF SAID LAKE BY WITHE OF LIKE CHART DEED RECORDED JANUARY 17, 2012 UNDER SERIES NO. 2012-014800 OF OFFICIAL RECORDS. ALAREA CORNTY RECORDS, AND THAT IT CONSENTS TO NE PREPAULTOR MOD TURNS OF THIS DIE.

SINGET DEDICATIONS: THE REAL PROPERTY DESCRIBED BELOW IS DEBIDATED IN FEE FUR PUBLIC PURPOSES: EDES APPLIC DEBICATION, AS SKOWN ON SIREET 3 OF 3.

NON-EXCLUSIVE PUBLIC DEDICATIONS:
THE REAL PROPERTY DESCRIBED BELOW IS DEDICATED AS AN EASEMENT FOR PUBLIC

1. EASEMENTS TATEL DIE RONT OF PAIDIESS AND ECRESS FOR THE CONSTRUCTION MAINTENATOR AND REPAIR OF APPLICABILI STILLCTURES AND APPURTENANCES TIMBER, UPON AND OVER ANY AREA OF LAME DESIGNATED AS: "PUE" (PLIBLIC UTILITY EASELIENT) AS DELLIEATED AND DESIGNATED INTROLTINE EXTENDED BUSINESS THE SOFT THE SO AND APPURTENANCES, LAWRIC FOICES WID WHELL AMEMITES. HE GRANTOR AIN) HIE DYANTOR'S HERS. SUDCESSORS, OR ASSIGNS SHALL HOT PLACE OR PSIGNT TO BE PROPERTY OF THE PROPERT

2. EASIDIENTS FOR EMERCIPICY VEHICLE ACCIESS UPON AND OVER ANY AREA OF LAND DESIGNATED AS: "EVAE" (DIERCENCY VIDIOUE ACCESS EASILIENT) AS GEDMEATED AND DESIGNATED MITTEN THE EXTERIOR BIOLIMITARY LINES OF HIS MAP.

3. EASEMENTS FOR EMERGEDICY ACCESS UPON AND OVER ANY AREA OF LIME DESIGNATED AS: "EAE" (EMERGENCY ACCIESS FASEMENT) AS DELINEATED AND DESIGNATED WINDT HE EXTERION BOLLEGAY LITES OF MIS MAP, SAID AREAS OR SIRE'S OF LATO ARE TO BE KEP! CEEN AND FREE FROLI BUILDINGS AND STRUCKINGS OF ANY KIND EXCEPT LIMITUL FERRES BOIL CALES, PANDE WALKINGS, RINGAROUS STSTEMS AND APPLICATIONS.

PRIVATE ACCESS EASPLETITS.
THE REAL PROPERTY DESCRIBED BELLIN IS DEDICATED AS AN EASEMENT FOR PRIMATE

TIE UNIDERSIGIED RESERVES THE RICHT TO CONSTRUCT, RECONSTRUCT AND WANTAM SIDERALKS WIE APPURIDIANCES, N. CI.), OVER AND UNDER THOSE SIRPS OF LATE BRIOWN UPON SAID MAP, AND DESIGNATED "PAE" (PRIVATE ACCESS EASEMENT) THENEBIL AS EMBRACED WITHIN THE BOUTDARY LINES OF THE REPORT EMPCORED WAP, TOGETHER WITH THE RIGHT TO ENTER LPON SAID SHIPS FOR HE PURPOSES OF PRIVATE ACCESS, CONSTRUCTIVE BECONSTRUCTIVE WAINTAINING OR REPARTIC SAID SIBEWALKS AND APPURTENANCES HIERETO, OMIER FURTIER RESERVES HIE RIGHT TO GRAHT EASEMENTS PARCEL A: PARCEL A IS NOT HEREBY DEDICATED FOR PUBLIC USES AND PURPOSES BUT IN RESERVED, BY THE OWNER FOR THE USES SET FOR IT IN IN ESUBJINSTAIN BESIDETIONS. COVERING THIS SUBDIVISION. SAD PARCEL IS CREATED FOR PRIVATE ROADWAY,
LANDSCAPE, UTLITY, DRANAGE, PARKINC AND RECREATMINAL PURPOSES AND IS TO BE
MAINTANED BY THE SUBBIVISION HOMEONIERS ASSOCIATION AND WILL BE CHANGE TO HE HOMEOWIERS ASSOCIATION BY SEPARATE INSTRUMENT

EBLATO:
NIE AREA WARKED EBUUD IS GEORGAIED TO EAST BAY WUNICEFAE WILLIY DISINICT AS A PERPETUAL NON-EXCLUSIVE EASEMENT FOR THE PROPOSE OF CONSTRUCTING.
REPLACENCE MAINTAINING DEFRAUNC AND USING FOR HIE PRAYSASSION AND DISRIBLITION OF DATOR, A PIPE OR PEPELLIES AND ALL NECESSARY FIXTURES INCLUDING USERGOODIND LELEVERY AND ELECTRICAL CAMES OR APPLICATIONS REPORTED IN UNDER AND ALONE SAD EASEWELL TOGENER MIN THE RIGHT OF NIDES TO AND EDGES AND AND EASEWELL AND THE RIGHT AT ALL DUES TO ENTIRE IN OWER AND UPON SAID EASEMENT AND EVERY PART DIEREOF, NIE EASEMEKT AREA WAY BE LANDSCAPED BY A LIAMMER CONSIDIT WITH EAST BAY ULUMIDPAL UT UT OSTRICT'S USE; HOWEVER, NO TRILLIONG OR STRUCTURE MAY BE PLACED ON SAID EASEMENT, NO TREES MAY BE PLANTED TRITREN THE EASEMENT ARE AND NO DIAMNES MAY BE MADE TO EXISTING SURFACE ELEVADON (GRADE) OF THE EASEMENT AVEA BY MORE HIAN ONE (1) FOOT, HOR SHALL ANY HANC BE DONE INTERECH WHICH WAT INTERFERE TOTAL EAST BAY MONICIPAL UNUTY DISTRYCT'S FULL ENJOYMENT OF SAID EASEMENT.

HABITAT FOI NUMANITY EAST BAY, A CAMEORINA INMPROPT PUBLIC BENETYT

2F19 RROADDAY DAXLAND, CA 94512

is: /) Prisident + CEO

OWNER'S ACKNOWLEDGEMENT

STATE OF Carlingtonia 1 SS. COUNTY BI Alemada OH April 5, 2011

BEFORE UF

A NOTARY PUBLIC IN AND FOR SAID COUNTY

AND STATE, PERSONALLY APPEARED BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSONS) MYOSE HAME(S) TS/NE SUBSCRIBED TO THE MITHM INSTRUMENT AND ACKNOMEDOED TO ME TITAL 7810 PROVED TO ME ON RIE TIE/SHE/HIEY EXECUTED HIE SAME IN HIS/HER/HIEF AUTHORIZED CAPABITY(IES), AND THAT BY HIS /NER / NIER SIGNA HURE(S) ON THE INSTRUMENT THE PERSON(S) OR THE

ENTITY UPON BEHALF OF VHICH-TIE PERSON(S) ACTED, EXECUTED HE INSTRUMENT. I CENTIFY UNDER PERALTY OF PERMITY UNDER THE LAYIS OF RIE STATE OF CALFOLDIA THAT THE FOREGOING PARAGRAPH IS TRUE AND CORNECT.

WITHESS MY NAME:

HALE (PRINT): _____LUCUATA LEE

PRINCIPAL COUNTY OF BUSHESS: ALAMERA

UY COULISSION HO: 一世の女に丁2月、土の12人で111/0 70

MY CONTROL EXTRES: Aug 24

COUNTY RECORDER'S STATEMENT

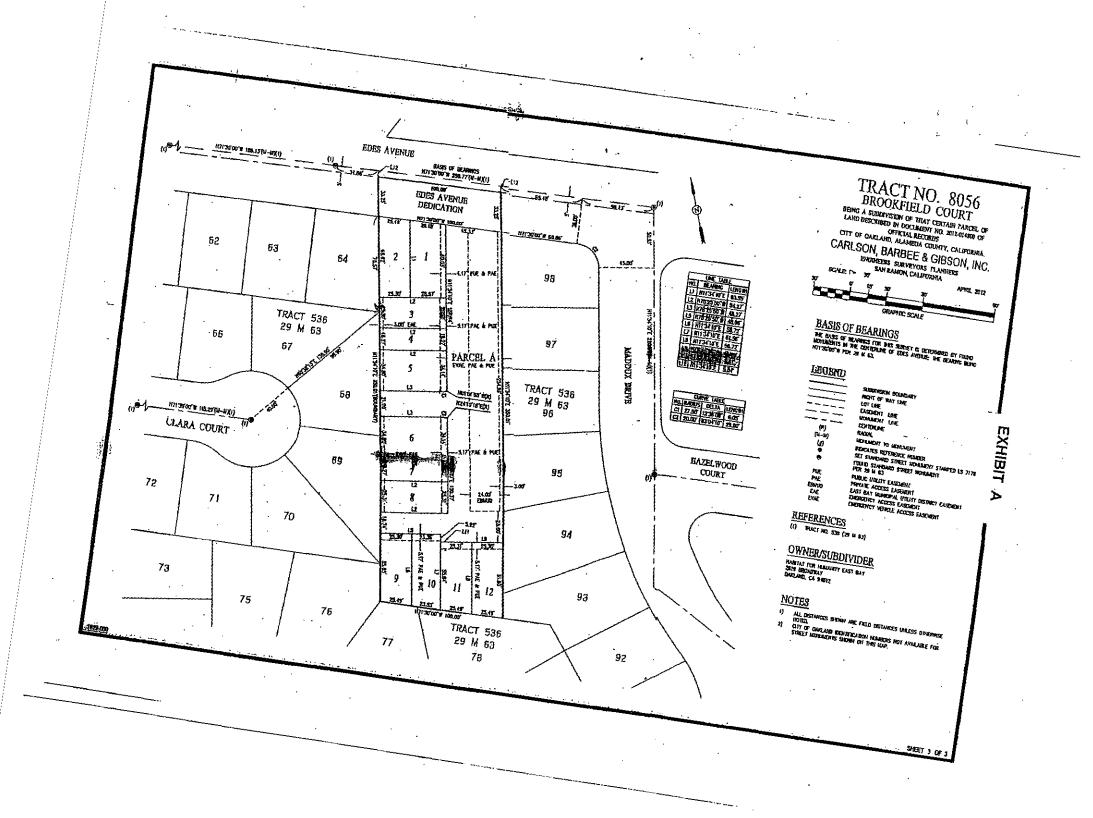
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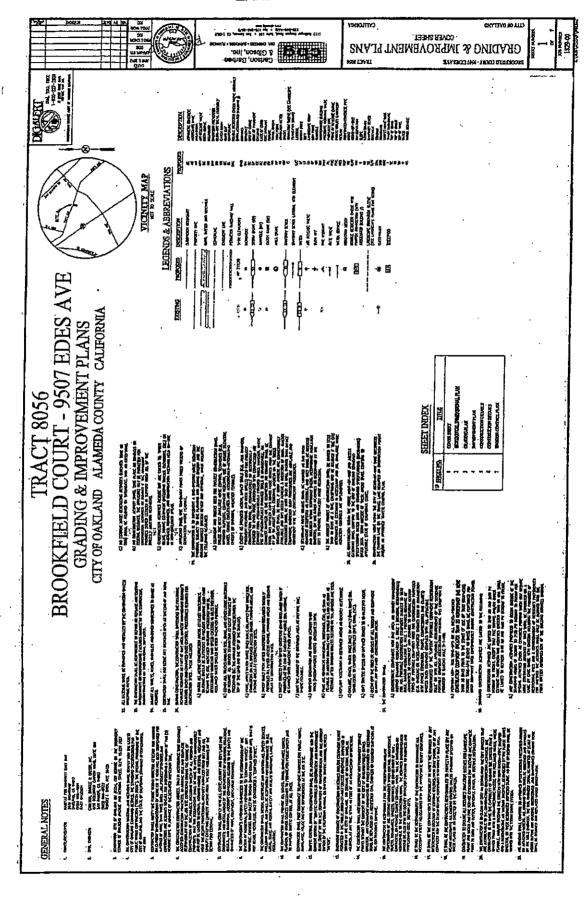
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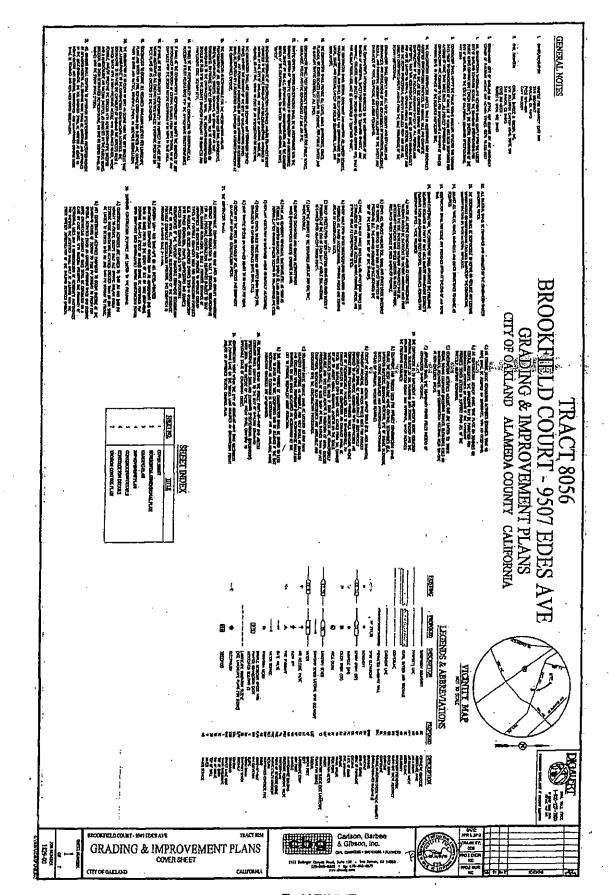
PATRICK O'CONKELL
COUNTY RECOTIOES BY AND FOR THE COUNTY OF ALAKEDA, STATE OF CAUTORINA

DEPUTY COUNTY RECORDER

APN (HIS-5292-0D5







recording requested by: CITY OF OAKLAND

when recorded mall to:

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

EXHIBIT C

- space above for Recorder's use only --

APPROVED FOR FORM AND LEGALITY

CITY ATTORNEY

SUBDIVISION IMPROVEMENT AGREEMENT

Deferred Construction of Public Infrastructure Improvements

Brookfield Court

Final Map - Tract No. 8056

This Agreement is between Habitat for Humanity East Bay, a California non-profit public benefit corporation, C1589421, (DEVELOEER) and its successors or assigns, affiliated companies or corporations, parent companies or corporations, or partners, and the City of Oaldand (CITY), a California municipal corporation, berein after referred to as the Parties.

RECITALS

DEVELOPER is the owner in fee title of one (1) parcel comprising the approved Tentative Map (TTM 8056) for the Brookfield Court project (Project) located within the corporate limits of Oaldand, which are identified by the Alameda County Assessor with the following parcel number, 045-5292-005, and by the CITY with the corresponding address 9507 Edes Avenue Oaldand, California.

The DEVELOPER has presented a Final Map, which is identified by the Alameda County Clerk-Recorder as Tract No. 8056, to the CITY that proposes the subdivision of existing parcel identified above and their re-subdivision into twelve (12) developable lots, identified as Lots 1 - 12, and a privately owned and privately maintained lot for access, emergency vehicle access, and public utilities, identified as Lot A and the dedication of public right-of-way for Edes Avenue.

The DEVELOPER is the developer of the Project for all purposes of this Agreement As the owner of the existing parcels comprising the Project, the DEVLOPER has consented to the recordation of the Final Map for Tract No. 8056 and to the dedication of public easements and public right-of-way set forth therein and to the recordation of this Agreement.

As a condition precedent to the approval of the Final Map for Tract No. 8056, the CITY requires the irrevocable dedication of public right-of-way, private access easement, emergency vehicle access easement, and public utihty easements shown on the map. In addition, the CITY requires the construction of public infrastructure improvements off-site in the CITY right-of-way and on-site in dedicated easements that customarily includes grading, paving, striping and lettering, curbs, gutters and sidewalks,

Final Map - Tract No. 8056 / Subdivision Improvement Agreement Brookfield Court page 1 of 9

trees, landscaping and inigation, storm drains and sanitary sewers, storm water treatment, electricity, water, communication, and natural gas utility mains and branch piping and wiring, traffic control, and all appurtenances thereto pursuant to this Agreement.

The DEVELOPER has asked the CITY and local public utility companies to accept the permanent maintenance of the required public infrastructure improvements shown on the construction plans accompanying the public infrastructure permit and the grading permit, included herein by reference. Construction of the required public infrastructure improvements, however, has not commenced nor been accepted by the CITY. Cousequently and in consideration of the approval of the Final Map for Tract No. 8056 and acceptance of the hrevocable offers of dedication of public access and public utility easements, and acceptance of the permanent maintenance of the required public infrastructure improvements, the Parties desire to establish an Agreement binding the DEVELOPER to complete the required on-site and off-site public infrastructure improvements within the time duration set forth in Section 4 below.

THEREFORE, it is agreed by and between the Parties as follows:

Approval of the Final Map for Tract No. 8056

Approval by the CITY of the Final Map for Tract No. 8056 shall be conditioned up on execution of this Agreement by the City Engineer on behalf of the City of Oaldand, as well as the DEVELOPER's satisfactory performance of its obligations specified in this Agreement, as determined by the CITY.

2. Construction of Public Infrastructure Improvements

The DEVELOPER shall constitut all required on-site and off-site public infrastructure improvements in strict accordance with all permits, specifications, plans and appheable CITY standards and performance criteria as specified in the public infrastructure permit and set forth below in Section 3.

3. Special Conditions

The DEVELOPER shall comply with the special conditions as follows:

- A. Public infrastructure improvements shall conform with the performance criteria specified in Oaldand Municipal Code Chapter 16.16 Design Standards and in Standard Details for Public Works Construction and Standard Specifications for Public Works Construction, current editions.
- B. The time duration for the completion of required public infrastructure improvements, as set forth in Section 4 below, shall include allowance for construction worlday 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 (10) years.
- C. Hours, days, and months of operation and control of public nuisance conditions for the construction of required public infrastructure improvements shall conform with the requirements of all CITY Conditions of Approval for the project and the Oaldand Municipal Code, including section 15.04.660 (Grading, Excavations, and Fills).
- D. Performance standards for the construction of required public infrastructure improvements shall comply with the requirements of Oaldand Municipal Code chapter 17.120 and with regional, state, and federal regulations for "Best Management Practices" for erosion and sedimentation contiol, including a California Constituction General Permit with a Storm Water Pollution Prevention Plan (SWPPP "C6") provided by a Qualified SWPPP Developer (QSD) and monitored by a Qualified SWPPP Practitioner (QSP).

E. In order to safeguard life, public and private property, and to ensure that the work will he carried out in an orderly manner in conformance with all regulations and without creating a public nuisance, the City Engiheer inay 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 Public Infrastructure Improvements

- A. All construction of required public infrastructure improvements shall be completed by the DEVELOPER within one (1) year of the date of execution of this Agreement, except those required improvements for which another completion date is stated in the public infrastructure permit or set forth above in Section 3 above. Construction shall not be deemed complete until the public infrastructure permit has been finaled and an unconditional Certificate of Completion has been issued by the City Engineer.
- B. The City Engineer may approve an extension the time for completion of the required public infrastructure improvements upon demonstration of good cause. Such approval shall not be unreasonably withheld.
- C. An extension may be granted without notice to the Surety, and extensions so granted shall not relieve the Surety's liability on any of the bonds required by this Agreement.

5. Acceptance of Dedications and Ownsrship of Public Infrastructure Improvements

Upon final approval of the public infrastructure improvement permit and grading permit and unconditional issuance of a Certificate of Completion, all irrevocable offers of dedication of public rights-of-way and public easements will be accepted by tire 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 Section 7 - Maintenance and Section 8 - Guarantee and Warrantee.

6. Responsibility for Dedications and Public Infrastructure Improvements

Until the Certificate of Completion is unconditionally issued, the DEVELOPER shall give good and adequate warning to the public of each and every defective or dangerous condition existing or arising within all public right-of-way and public easements offered for dedication and shall adequately protect the public from said image conditions. Warning to and protection of the public shall remain the sole reaponsibility and expense of the DEVELOPER until such time as the Certificate of Completion is unconditionally issued.

7. Maintenance of Public Infrastructure Improvements

Until one (1) year has elapsed following unconditional issuance of the Certificate of Completion, the DEVELOPER shall maintain the construction of the required public infiastructure improvements and shall immediately perform or cause to be performed at its sole expense all necessary repairs, replacements, additions, or other corrective actions.

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

Until one (1) year has elapsed following the unconditional issuance of the Certificate of Completion, the DEVELOPER warrants that the required public infrastructure unprovements, including the equipment and materials provided for the required improvements, are and will be free from defects and guarantees that the construction of the required improvements is and will be free from deficiencies and that the required improvements will perform satisfactorily in accordance with the specifications, plans and applicable CITY standards and performance criteria as specified in the public infrastructure permit

and set forth in Section 3 above. The 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 the public infrasfructure permit and set forth in Section 3 above.

If at any time before the expiration of the guarantee and warrantee period specified herein said designs prove to be inadequate in any respect, as determined by the City Engineer, the DEVELOPER shall make changes at its sole expense necessary to assure conformance with said standards and criteria.

9. Inspection of Construction

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

10. Payment of Fees and Penalties and Accrued Interest

Prior to issuance of the Certificate of Completion and prior to acceptance by the CITY of the on-site and off-site required public infrastructure improvements for permanent maintenance, all fees and penalties and accrued interest shall be paid 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, the DEVELOPER, as the subdivider, consents to the reversion to acreage of the land which is fine subject to this Agreement pursuant to Government Code section 66499.16 and DEVELOPER to bear all applicable costs.

12. Security

Surety bonds shall be presented to the CITY, he 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 \$248,000, which is the full amount (one-hundred percent) of the City Engineer's total estimated cost for constructing the required on-site and off-site public infrastructure improvements, to secure faithful perfonnance of this Agreement; and
 - 2. Labor and Materials Bond in a face amount not less \$124,000, which is one-half (fifiy percent) of the full amount of the City Engineer's total estimated cost for constructing the required on-site and off-site public hifrastructme improvements, to secure payment to the 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.

The Faithful Performance Bond and the Labor and Material Bond shall not be limited in duration nor stipulate a date of expiration and shall remain in effect until the unconditional issuance of the Certificate of Completion of the required public infrasfructive improvements

- B. Before final approval of the public infrastructure permit, a Maintenance Bond shall be presented in a face amount not less than \$62,000, which is one-quarter (twenty-five percent) of the full amount of the City Engineer's total estimated cost for constructing the required on-site and off-site required public infrastructure improvements, to secure faifnful performance of Section 7 Maintenance and Section 8 Guarantee and Warrantee above. This Maintenance Bond shall remain in effect for not less than one year (1) after the date of the unconditional issuance of the Certificate of Completion of the required public infrasfructure improvements.
- C. Pursuant to Government Code section 66499.4, the obligation guaranteed by each bond shall include costs and reasonable expenses and fees, including reasonable attorney fees and expert witness fees, increased by the CITY in successfully enforcing said obligations and shall be in addition to the face amount of each bond
- D. 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 this Agreement shall be void.

13. Alternative Security

In lieu of the bonds required above in Section 12, alternative securities may be substituted in a form provided by Government Code Section 66499.3 and subject to review and approval by the City Attorney.

14. Hold Harmless

- A. The DEVELOPER agrees and promises to defend (with counsel acceptable to the CITY), hold harmless, and indenmify the CITY, the Oaldand City Council, and its respective officials, officers, employees, agents, representatives, and volunteers from any and all liability, claims, demands, lawsuits, actions, causes of action proceeding and judgments for injury and/or damages of any kind and nature whatsoever (including legal costs, attorneys' fees, expert witness or consultant fees, City Attorney or staff time, expenses or costs) (collectively called "Action") arising out of, related to or caused by performance of this Agreement, including without limitation the design, construction and/or mahatenance (for a period of one year following inconditional issuance of the Certificate of Completion) of the on-site and off-site required public infrastructure improvements and regardless of responsibility for negligence. The CITY may elect, in its sole and absolute discretion, to participate in the defense of said Action, and the DEVELOPER shall rehiburse the CITY for its reasonable legal costs and attorneys' fees. This indemnification shall survive the termination of tins Agreement.
- B. Within ten (10) calcular days of the filing of any Action as specified in subsection A above, the DEVELOPER shall execute a Joint Defense Letter Agreement with the CITY, acceptable to the City Attoraey, which memorializes the above obligations. These obligations and the Joint Defense Letter of Agreement shall survive temination, extinguishment or invalidation of this Agreement. Failure to timely execute the Letter Agreement does not relieve the DEVELOPER of any of the obligations contained in this condition or other requirements or conditions of approval that may be imposed by the CITY.

15. Insurance Required

Sufficient insurance shall be procured and maintained for the duration of the Agreement against claims for injuries to persons or damages to properly that may arise from or in connection with the performance of the work hereunder by the DEVELOPER and its agents, representatives, employees or subcontractors.

A. Minimum Scope of Insurance

Coverage shall be at least as broad as:

- 1. Insurance Services Office Commercial General Liability coverage ("occurrence" form CG 0001).
- 2. Insurance Services Office form number CA 0001 covering Automobile Liability, code 1 "any auto,"
- 3. Workers' Compensation insurance as required by the Labor Code of the State of California and Employers Liability insurance.

B. Minimum Limits of Insurance

- 1. Commercial General Liability insurance, including but not limited to, Bodily injury, Broad Form Property Damage, Contractual Liability, Operations, Products and Completed Operations, Owners and Contractors Protective Liability, and/or XCU coverage, when applicable, with limits not less than \$2,000,000.00 combined single limit per occurrence for bodily damage, personal injury and property damage. The limits of insurance shall apply separately to this project or location. The policy shall contain a severability of interest clause or cross liability clause or the equivalent thereof.
- 2. Automobile Liability with limits not less than \$1,000,000.00 combined single limit per accident for bodily injury and property damage.
- 3. Worker's Compensation insurance as required by the laws of the State of California with hmits not less than \$1,000,000.00. Statutory coverage may include Eurployers Liabihty 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. Profassional Liability/Errors/Omissions insurance with limits not less than S1,000,000.00.

 DEVELOPER may cause its civil engineer to provide the Professional

 Liability/Enors/Omissions insurance.
- 5. Bnilders' Risk Course of Construction insurance coveridg all risks of loss with limits not less than the completed value of the project with ho comsurance penalty provisions. The
 - CITY shall be named as loss payee mider this policy. The insmer shall waive all rights of subrogation against the CITY.

C. Deductibles and Self-Insured Retentions

Any deductibles of self-insured retentions must be declared to and approved by the CITY. At the option of the CITY, either

Final Map - Tract No. 6056 Subdivision Improvement Agreement

- 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. a bond shall be procured guaranteeing payment of losses and related investigations, claim administration and defense expenses.

D. Other Insurance Provisions

The general and automobile liability policies required by this Section 15 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:
 - (a) liability arising out of activities performed by or on behalf of the DEVELOPER and its agents, representatives, employees or subcontractors;
 - (b) products and completed operations of the DEVELOPER and its agents, representatives, employees or subcontractors;
 - (c) premises owned, occupied or used by the DEVELOPER and its agents, representatives, employees or subcontractors, or
 - (d) automobiles ovmed, leased, hired or borrowed by the DEVELOPER and its agents, representatives, employees or subcontractors.

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. Insurance coverage required by this Section 15 shall be primary insurance as respects the CITY and its officers, officials, representatives, employees, agents and voltmeers. Any insurance or self-insurance maintained by the CITY and its officers, officials, employees, representatives, agents, or volunteers shall be excess of insurance for the DEVELOPER and its agents, representatives, employees or subcontractors and shall not contribute with it.
- 3. Any failure to comply with reporting provisions of the policies required by this Section 15, including breaches of warranties, shall not affect coverage provided to the CITY and its officers, officials, employees, representatives, agents, and volunteers.
- 4. Insurance required by this Section 15 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 perfonned by die DEVELOPER for the CITY.
- 6. Each insurance policy required by this Section 15 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 premimn, ten (10) days prior written notice, as stated above, will be given.

E. Acceptability of Insmer's

If the insurance company providing coverage required by this Section 15 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 beless than A+:X. The maximum A.M. Best rating is A++:XV.

F. Verification of Coverage

Certificates of insurance shall be furnished with original endorsements effecting coverage required by this Section 15. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insmer to bind coverage on its behalf. The Commercial General Liability endorsement shall be a form CG 2010 (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 shall 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

All subcontractors shall be included as insured under the policies required by this Section 15 or separate certificates and endorsements shall be furnished for each subcontractor. All coverage for subcontractors shall be subject to all of the requirements stated herein.

16. Actions to Enforce

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

17. Beneficiaries, Heirs Assigns, and Successors In Interest

This Agreement pertains to and runs with the real property included within the Pinal Map for Tract No. 8056, which land is expressly agreed to benefit from the privileges granted under this Agreement, and binds the beneficiaries, heirs, assigns, and successors in interest in the properties of Developer.

IS. Attachments

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CITY permits: Public Infrastructure Private Infrastructure Encroachment n.a.		Planning CDMV 10164 Grading GR 1100089, Est Cost of Improvements \$ 248,000.0	0.
Final Map: Tract No. 8056	$Resolution\ No.$	CM.S.	,
Insurer:	-	Surety:	·-

19. Effective Date

This Agreement shall be effective on the date of its execution by the CITY.

The following documents are incornorated into this Agreement by reference

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

* DEVELOPER:

Habitat for Humanity East Bay a California nonprofit public benefit corporation

by: Vanice Jenson President and CEO signature

·CITY:

City of Oakland a Cahfomia municipal corporation * notarized acknowledgment required

RAYMOND M. DERANIA City Engineer

CALIFORNIA ALL PURPOSE ACKNOWLLEDGMENT

STATE OF CALIFORNIA

County of Alameda

On March 7, 2012	before me, <u>Isabel Paez</u> , a notary public, personally
appeared Janice Jensen	
who proved to me on the basis	of satisfactory evidence to be the person(s) whose name(s)
is/are subscribed to the within i	instrument and acknowledged to me that he/she/they
executed the same in his/her/th	eir authorized capacity(ies), and that by his/her/their
signature(s) on the instrument t	the person(s), or the entity upon behalf of which the
person(s) acted, executed the in	istrument.
•	

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing is true and correct.

Witness my hand and official seal.

Signatur

.x (Seal)



PTS101 -

UPDATE/QUERY BOND INFORMATION

2/07/12 10:08:18

Next Option: 119

Applic#: PX11000S0

Type:

Filed: 06/30/11 Disp:

Addr1: 9507

EDES

AV Suite: Parcel: 045 -5292-005-00

BOND I N S T R U M E N T

Date

Amount

Expire Date

Typ* Typ* Number Bond Company Received Received Date Released

PRF BND 105694891

TRAVELERS

02/07/12 248,000.00

L/M BND 105694892

COMMENT: IN CASHIER'S SAFE DLR X4774

TRAVELERS

02/07/12 124,000.00

COMMENT: IN CASHIER'S SAFE DLR X4774

Bottom

F1=H1p F3=Ext F5=Chg F7=Fwd F8=Bck F10=List F11=Fnd F12=Pry F24=Com 801 RECORD CHANGED

PX 1100080



License No.	•	

RIDER

To be attached to and form part of Bond No. 1	05694891
Issued on behalf of Habitot for Humanity East Bay	as Principal, and in favor of as Obligee
It is agreed that:	•
1. The Surety hereby gives its consent to c from: to:	
2. The Surety hereby gives its consent to a from: to:	
from: One Hundred Seven Thousand ar	hange the Bond Penalty : ad 00/100 Dollars (\$107,000.00) l and 00/100 Dollars (\$248,000.00)
This rider shall become effective as of	nuary 1, 2012
PROVIDED, however, that the liability of the Scumulative.	urety under the attached bond as changed by this rider shall not be
Signed, sealed and datedJanuary 30, 2012	By: Victoria L. Ernest Attorney in-Fact
Accepted: Obligee By:	Or Habitat for Humanity East Bay Principal By:

S-4111 (8/66)

WARNING: THIS POWER OF ATTORNEY IS INVALID WITHOUT THE RED BORDER



POWER OF ATTORNEY

Farmingtan Casualty Compuny
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
Sl. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

SI. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company

Attorney-In Fact No.

222967

Certificate No. 004647080

KNOW ALL MEN BY THESE PRESENTS: That St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company and St. Paul Mercury Insurance Company are corporations duly organized under the laws of the State of Minnesota, that Farmington Casualty Company, Travelers Casualty and Surety Company, and Travelers Casualty and Surety Company of America are corporations duly organized under the laws of the State of Connecticut, that United States Fidelity and Guaranty Company is a corporation duly organized under the laws of the State of Maryland, that Fidelity and Guaranty Insurance Company is a corporation duly organized under the laws of the State of lowa, and that Fidelity and Guaranty Insurance Underwriters, Inc., is a corporation duly organized under the laws of the State of Wisconsin (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint

Robyn Rost, Victoria L. Ernest, and Laura Giampietro

	•	•			
of the City of <u>Madison</u>	, State of	New Jersey	, tl	heir true and lawfu	ıl Attomey(s)-in-Fac
each in their separate capacity if more than one is named ab	ove, to sign, execute, ser	il and acknowledge any	y and all bonds, reco	gnizances, condition	onal undertakings and
other writings obligatory in the nature thereof on behalf of contracts and executing or guaranteeing bonds and undertal	the Companies in their things required or permitted	business of guaranteei co in any actions or pro	ing the fidelity of per- preedings allowed b	ersons, guaranteein y law	g the performance o
3 3 3 3 3 3	To real !!	ed in any actions or pro	,		
·	Partie De Man Contract	the state of the s			
IN WITNESS WHEREOF, the Companies have caused the November 2011	is instrument to be signe	d and their porporate so	eals to be hereto affi	ixed, this	16th
day of,,	The state of the s	1 T 1 T 1 T 1 T 1 T 1 T 1 T 1 T 1 T 1 T			
Farmington Casnalty C	Jompany (1)	St.	Paul Mercury Inst	rance Company	
Fidelity and Guarunty	Insurance Goinpany	Tri	avelers Casualty an	d Surety Compan	ту
Fidelity and Guaranty St. Paul Fire and Mari			avelers Casualty an ited States Fidelity	• •	•
St. Paul Guardian Insu			·	·	
THE					
MCORPORUE A	STORPONA,	S CORPORATE IN	Seu numaro et mario		S MCONTON
1951	SEAL	SEAL S	CONN	SOME OF	1895
	WAAHEL STAN		F. June		- AMAS
•		•	, (7 ×1	
District Comments of		Bv:	Luny	Hand in	· .
State of Connecticut . City of Hartford ss.		Бу:	George W Thomps	on, Senior Vice Presid	dent
•	•		. 0	\bigcirc	
On this the 16th day of November	.2011	, before me persor	ially appeared Geor		
himself to be the Senior Vice President of Farmington Casus Inc., St. Paul Fire and Marine Insurance Company, St. Pa	alty Company, Fidelity a	nd Guaranty Insurance	Company, Fidelity	and Guaranty Insu	rance Underwriters,
Company, Travelers Casualty and Surety Company of Ame.	rica, and United States F	idelity and Guaranty (Company, and that h	e, as such, being a	authorized so to do,
executed the foregoing instrument for the purposes therein co	ontained by signing on be	chalf of the corporation	ıs by himself as a du	ly outhorized office	er.
		•			
·	SEC. IETACE		Mari	2032	tregult
In Witness Witereof, I hereunto set my hand and official set My Commission expires the 30th day of June, 2016.	(主(かかん)さ)		Mari	e C. Tetreautt, Notary	Public
,	Connection				

58440-6-11 Printed in U.S.A.

TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA

HARTFORD, CONNECTICUT 001B3

FINANCIAL STATEMENT AS OF DECEMBER 31, 2010

CAPITAL STOCKS 8,480,000

ASSETS		LIASILTTIES & SURPLUS			
CASH AND INVESTED CASH BONDS INVESTMENT INCOME DUE AND ACCRUED PREMIUM BALANCES NET DEFERRED TAX ASSET REINSURANCE RECOVERABLE RECEIVABLES FROM PARENT, SUBSIDIARIES AND AFFILIATES SECURITIES LENDING REINVESTED COLLATERAL ASSETS UNDISTRIBUTED PAYMENTS OTHER ASSETS	\$ 40.788,178 3,817,487,280 5\$,\$08,217 176,928,702 57,703,370 20,0\$0,686 34,025,680 11,044,000 4,807,658 513,763	UNEARNED PREMIUMS LOSSES REINSURANCE PAYABLE ON PAID LOS SES / LOSS ADJ. EXPENSES COMMISSIONS TAXES, LICENSES AND FEES OTHER EXPENSES FUNDS HELD UNDER REINSURANCE TREATIES CURRENT FEDERAL AND FOREIGN INCOME TAXES REMITTANCES AND ITEMS NOT ALLOCATED AMOUNTS WITHHELD! RETAINED BY COMPANY FOR OTHERS RETROACTIVE REINSURANCE RESERVE ASSUMED POLICYHOLOER OIVIDENOS. PROVISION FOR REINSURANCE PAYABLE FOR SECURTIES LENDING CEDED REINSURANCE PET PREMIUMS PAYABLE OTHER ACCRUED EXPENSES AND LIABILITIES TOTAL LIABILITIES CAPITAL STOCK PAID IN SURPLUS OTHER SURPLUS TOTAL SURPLUS TOTAL SURPLUS TO POLICYHOLDERS	\$ 013,054,207 020,220,402 2,328,742 477,408,045 31,087,020 53,070,880 34,523,822 08,107,883 3,320,537 0,428,732 25,591,395 3,280,070 7,470,805 5,357,027 11,844,000 (80,380,527) 1,053,078 \$ 2,438,034,011 \$ 8,400,000 433,603,780 1,301,940,752 \$ 1,602,224,512		
TOTAL ASSETS	5 4,238.2\$8,\$23	TOTAL LIABILITIES & SURPLUS	\$ 4.238,266,523		

STATE OF CONNECTICUT

١,

COUNTY OF HARTFORD

) SS.

CITY OF HARTFORD

•

MICHAEL J. DOODY, BEING DULY SWORN, SAYS THAT HE IS SECOND VIDE PRESIDENT, OF TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA, AND THAT TO THE BEST OF HIS KNOWLEDGE AND BELIEF, THE FOREGOING IS A TRUE AND CORRECT STATEMENT OF THE FINANCIAL CONDITION OF SAID COMPANY AS OF THE 31ST DAY OF DECEMBER, 2010.

SUBSCRIBED AND SWORN TO BEFORE ME THIS 15TH DAY OF APRIL, 2011

NOTARY PUBLIC

SUSAN M. WEISSLEDER

Notary Public

My Commission Expires November 30, 2012

Certificate of Acknowledgement of Notary Public

County of Alameda
On, _2012_ before me, Lucinda Lee, a notary public, personally
appeared /anice /enser, who proved to me on the basis of satisfactory
evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and
acknowledged to me that he/she/they executed the same in his/her/their authorized
capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the
entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing is true and correct.

Witness my hand and official seal.

State of California

(Seal)

LUCINDA LEE
Commission # 1810937
Notary Public - Calitornia
Alameda County
My Comm. Expires Aug 24, 2012

Signature

9507 Edge Ar



License No.	

RIDER

To be attached to and form part of Bond No. 105	5694892	
Issued on behalf of Habitat for Humanity East Bay		as Principal, and in favor o
It is agreed that:		4
I. The Surety hereby gives its consent to cha	nange the Name:	
from:		
The Surety hereby gives its consent to ch from: to:		
3. The Surety hereby gives its consent to che from: <u>Fifty-Three Thousand Five Hundred</u> to: <u>One Hundred Twenty-Four Thousand</u>	ed and 00/100 Dollars (\$53,500.00) and 00/100 Dollars (\$124,000.00)	
This rider shall become effective as of		ged by this rider shall not be
Signed, sealed and datedJanuary 30, 2012	By: Victoria L. Ernest	Attorney-in-Fact
Accepted: Obligee By:	Or Habitat for Humanity East Bay Principal By:	*

WARNING: THIS POWER OF ATTORNEY IS INVALID WITHOUT THE RED BORDER

TRAVELERS

POWER OF ATTORNEY

Farmington Consunity Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

Sl. Paul Mercury Insurance Company Travelers Consunity and Surety Company Travelers Casualty and Surety Company of America Onfletl States Fidelity and Guaranty Company

Atiorncy-In Fact No.

222967

Certificate No. 004647079

KNOWALLMEN BY THESE PRESENTS: That St. Paul Fire and Marine Insumnce Company, St. Paul Guardian Insumnce Company and St. Paul Mercury Insumnce Company are corporations duly organized under the laws of the State of Minnesota, dust Farmington Casualty Company, Travelers Casualty and Surety Company, and Travelers Casualty and Surety Company of America are corporations duly organized under the laws of the State of Connecticut, that United States Fidelity and Guaranty Company is a corporation duly organized under the laws of the State of Maryland, that Fidelity and Guaranty Insurance Company is u corporation duly organized under the laws of the State of Iowa, and that Fidelity and Guaranty Insurance Underwriters, Inc., is a corporation duly organized under the laws of the State of Wisconsin (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint

Robyn Rost, Victoria L. Ernest, and Laura Giampietro

of the City ofMadison each in their separate capacity if more than one is name other writings obligatory in the nature thereof on behal	d above, to sign, execute, sea If of the Companies in their	business of guarante	ny and all bonds, reco	ognizances, conditio ersons, guaranteein	l Attomey(s)-in-Fact, onal undertakings and g the performance of
contracts and executing or guaranteeing bonds and unde	The first of the second	Strain Property	,		16th
IN WITNESS WHEREOF, the Companies have cause day of	d this instrument to be signed	sama menyoonporate	. Paul Mercury Inst	urance Company	
Fidelity and Guaran	ity Insurance Tinderwriters arine Insurance Company	, Inc. Tr	caveiers Casualty and cavelers Casualty and inited States Fidelity	nd Surety Compan	y of America
1982) MCGROWATE MAN 1951	SEAL SEAL	SERLES	HARTFORD, 3 COMPL.	(SOSE)	TESS TANGE
State of Connecticut City of Hartford ss.	;	Ву:	George W Thomps	Hampen son, Senior Vice Presid	ent
On this the i6th day of himself to be the Senior Vice President of Farmington C. Inc., St. Paul Fire and Marine Insurance Company, St. Company, Travelers Casualty and Surety Company of A executed the foregoing instrument for the purposes thereign	Paul Guardian Insurance Comerica, and United States F.	nd Guaranty Insurancompany, St. Paul Me delity and Guaranty	ercury Insurance Cor Company, and that b	and Guaranty Insur mpany, Trivelers C be, as such, being n	ance Underwriters, asually and Surety udhorized so to do,
In Witness Whereof, I hereunto set my hand and official My Commission expires the 30th day of June, 2016.	Seal. SETRE TOTAR		Mari	1. C. Ja	treault Public

·58440-6-11Printed in U.S.A.

TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA

HARTFORD, CONNECTICUT 08183

FINANCIAL STATEMENT AS OF DECEMBER 31, 2010

CAPITAL STOCK \$ 6,480,000

ASSETS		LIABILITIES & SURPLUS			
CASH AND INVESTED CASH BONDS INVESTMENT INCOME DUE AND ACCRUED PREMIUM BALANCES NET DEFERRED TAX ASSET REINSURANCE RECOVERABLE RECEIVABLES FROM PARENT SUBSIDIARIES AND AFFILIATES SECURTIES LENDING REINVESTED COLLATERAL ASSETS UNDISTHIBUTED PAYMENTS OTHER ASSETS	S 40,788,176 3,817,487,280 63,305,217 179,028,702 07,703,378 28,080,085 34,026,680 11,1844,080 4,607,658 513,708	UNEARNED PREMIUMS LOSSES REINSURANCE PAYABLE ON PAID LOSSES / LOSS ADJ. EXPENSES LOSS ADJUSTMENT EXPENSES COMMISSIONS TAXES, LICENSES AND FEES OTHER EXPENSES FUNDS HELD UNDER REINSURANCE TREATIES CURRENT FEDERAL AND FOREIGN INCOME TAXES REMITTANCES AND ITEMS NOT ALLOCATED AMOUNTS WITHHELD / RETAINED BY COMPANY FOR OTHERS RETROACTIVE REINSURANCE RESERVE ASSUMED POLICYHOLDER DIVIDENDS PROVISION FOR REINSURANCE PAYABLE FOR SECURITIES LENDING CEDED REINSURANCE NET PREMIUMS PAYABLE OTHER ACCRUED EXPENSES AND UABILITIES TOTAL LIABILITIES CAPITAL STOCK PAID IN SURPLUS OTHER SURPLUS TO POLICYHOLDERS	\$ 613,004,297 020,220,402 2,526,742 477,405,845 31,057,820 83,078,699 34,323,622 86,187,083 3,320,537 9,426,732 25,501,385 3,280,070 7,470,605 5,357,027 11,844,000 (00,368,527) 1,053,075 \$ 2,436,034,011 5 6,480,000 433,803,780 1,301,040,752 \$ 1,802,224,512		
TOTAL ASSETS .	S 4,236,258,523	TOTAL LIABILITIES & SURPLUS	\$_4.236,268,523		

STATE OF CONNECTICUT)
COUNTY OF HARTFORD) SS.

:CITY OF HARTFORD)

MICHAEL J. DOODY, BEING DIALY SWORN, SAYS THAT HE IS SECOND VICE PRESIDENT, OF TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA, AND THAT TO THE BEST OF HIS KNOWLEDGE AND BELIEF, THE FOREGOING IS A TRUE AND CORRECT STATEMENT OF THE FINANCIAL CONDITION OF SAID COMPANY AS OF THE 31ST DAY DE DECEMBER, 2010.

SUSSCRIBED AND SIVORN TO BEFORE ME THIS 1STH DAY OF APRIL, 2011

SUSAN M. WEISSLEDER

Notary Public

NOTARY PUBLIC

My Commission Expires November 30, 2012

Certificate of Acknowledgement of Notary Public

State of California	
County of Alameda	•

_, _2012_ before me, Lucinda Lee, a notary public, personally Kensen, who proved to me on the basis of satisfactory evidence to be the petson(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing is true and correct.

Witness my hand and official seal.

(Seal)

LUCINDA LEE Commission # 1810937 Notary Public - Catitornia Alameda County My Comm. Expires Aug 24, 2012

Signature