

SKYLINE RESIDENCE

13193 SKYLINE BLVD

OAKLAND, CA 94619



2550 9TH ST SUITE 210B
BERKELEY, CA 94710
T +1 510 549 1497
F +1 510 549 0488
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PROJECT
SKYLINE RESIDENCE
13193 SKYLINE BLVD
OAKLAND, CA 94619

DESCRIPTION OF WORK
THE PROPOSED WORK IS THE NEW CONSTRUCTION OF A TWO-STORY SINGLE FAMILY RESIDENCE WITH AN ATTACHED GARAGE AND PATIO.

PROJECT DIRECTORY		
OWNER	LJUN CHEN 13193 SKYLINE BLVD OAKLAND, CA 94619	SURVEYOR MORAN ENGINEERING 1930 SHATTUCK AVE BERKELEY, CA 94704
ARCHITECT	DEBBAS ARCHITECTURE 2550 9TH ST SUITE 210B BERKELEY, CA 94710 +1 510 549 1497	BIOLOGICAL ASSESSMENT ENVIRONMENTAL COLLABORATIVE 41 JEANETTE COURT WALNUT CREEK, CA 94596

PROPOSED BUILDING INFORMATION			
APN	037A-3142-048	LOT SIZE	103,852 SQFT (NO CHANGE)
ADDRESS	13193 SKYLINE BLVD	EXISTING FLOOR AREA	0 SQFT
COUNTY	ALAMEDA	PROPOSED FLOOR AREA	
OCCUPANCY GROUP	R-3	LOWER FLOOR	1767 SQFT
ZONE	R-1H	UPPER FLOOR (EXCLUDES GARAGE)	3160 SQFT
CONSTRUCTION TYPE	V-B	GARAGE	610 SQFT
		TOTAL	5537 SQFT
NUMBER OF STORIES	2	FLOOR AREA RATIO	5.537/103,852 = 5.3%
NUMBER OF DWELLING UNITS	1	IMPERVIOUS SURFACE AREA	
SPRINKLERED	YES	BLDG/ROOF	4760 SQFT
		DRIVEWAY	0 (PERMEABLE PAVING)
		REAR DECK	0 (PERMEABLE PAVING)
		TOTAL	4760 SQFT

CI PROPOSED DEVELOPMENT - PERSPECTIVE

NO SCALE

- FLOOR / CEILING ELEVATION MARKER
- SPOT ELEVATION
- DOOR TAG
- WINDOW TAG
- SECTION MARKER
- ELEVATION VIEW MARK

ALL CONSTRUCTION AND ASSEMBLIES SHALL BE PERFORMED AND FURNISHED IN STRICT ACCORDANCE WITH THE MINIMUM REQUIREMENTS OF THE FOLLOWING:

- 2022 CALIFORNIA BUILDING CODE
- 2022 CALIFORNIA RESIDENTIAL CODE
- 2022 CALIFORNIA ENERGY CODE
- 2022 CALIFORNIA GREEN BUILDING STANDARDS CODE
- 2022 CALIFORNIA ELECTRICAL CODE
- 2022 CALIFORNIA PLUMBING CODE
- 2022 CALIFORNIA MECHANICAL CODE
- 2022 CALIFORNIA FIRE CODE
- OAKLAND MUNICIPAL CODE

AS ARCHITECTURAL SYMBOLS

NO SCALE

ABV	ABOVE	MAX	MAXIMUM
ADA	AMERICAN DISABILITY ACT	MECH	MECHANICAL
ADJ	ADJACENT	MFR	MANUFACTURER
AFF	ABOVE FINISH FLOOR	MIN	MINIMUM
ALUM	ALUMINUM	MIR	MIRROR
ANOD	ANODIZED	MISC	MISCELLANEOUS
ARCH	ARCHITECT OR ARCHITECTURAL	MTL	METAL
BD	BOARD	(N)	NEW
BM	BEAM	N	NORTH
B.O.	BOTTOM OF	NIC	NOT IN CONTRACT
BLKG	BLOCKING	NUM	NUMBER
BLW	BELOW	NTS	NOT TO SCALE
BTM	BOTTOM		
BTWN	BETWEEN	O/	OVER
B/W	BETWEEN	OC	ON CENTER
		OD	OUTER DIAMETER
		OVHD	OVERHEAD
CAB	CABINET	PL	PLATE
CL	CENTER LINE	PLYWD	PLYWOOD
CLG	CEILING	PNL	PANEL
CLR	CLEAR	PT	POINT
CNTR	COUNTER	PWDR	POWDER
COL	COLUMN	RAD	RADIUS
CONC	CONCRETE	RC	RESILIENT CHANNEL
CONST	CONSTRUCTION	RCP	REFLECTED CEILING PLAN
CNTR	CONTRACTOR	RD	ROUND
CTR	CENTER	REF	REFERENCE
		REFR	REFRIGERATOR
		REINF	REINFORCED
		REQD	REQUIRED
		RM	ROOM
		RO	ROUGH OPENING
		S	SOUTH
(E)	EXISTING	SCHED	SCHEDULE
E	EAST	SECT	SECTION
EA	ELECTRICAL	SHT	SHEET
ELEC	ELECTRICAL	SIM	SIMILAR
ELEV	ELEVATION OR ELEVATIONS	SPECS	SPECIFICATIONS
ENGR	ENGINEER	SSD	SEE STRUCTURAL DRAWINGS
EQ	EQUAL	SQ	SQUARE
EXT	EXTERIOR	SQFT	SQUARE FEET
		SSTL	STAINLESS STEEL
FF	FINISH FLOOR	STRUCT	STRUCTURAL
FIN	FINISH	STL	STEEL
FLR	FLOOR	T.O	TOP OF
FO	FACE OF	TYP	TYPICAL
FOB	FACE OF BUILDING	UON	UNLESS OTHERWISE NOTED
FOS	FACE OF STUD	W	WEST
FP	FIREPLACE	W/	WITH
FT	FOOT OR FEET	WC	WATER CLOSET
FTG	FOOTING	WD	WOOD
		WDO	WINDOW
GA	GAUGE	WH	WATER HEATER
GEN	GENERAL	W/O	WITHOUT
GSM	GALVANIZED SHEET METAL	WT	WEIGHT
GWB	GYPSUM WALL BOARD		
GYP	GYPSUM		
HD	HEAD		
HT	HEIGHT		
ID	INNER DIAMETER		
IN	INCH OR INCHES		
INT	INTERIOR		

CC CODE COMPLIANCE

NO SCALE

1. NO PART OF THESE CONTRACT DOCUMENTS SHALL BE CONSIDERED AS REQUIRING OR PERMITTING ANY WORK CONTRARY TO THE REQUIREMENTS OF ANY CODE, REGULATION, OR ORDINANCE WHICH HAS JURISDICTION OVER THIS WORK.
2. CONTRACTOR SHALL VERIFY ALL EXISTING CONDITIONS IN THE FIELD AND REPORT ANY DISCREPANCIES TO THE ARCHITECT BEFORE PROCEEDING WITH THE WORK.
3. VERIFY ALL ROUGH OPENINGS OF DOORS AND WINDOWS AND COORDINATE PRIOR TO ORDERING DOORS AND WINDOWS.
4. IN NO CASE SHALL WORKING DIMENSIONS BE SCALED FROM THE PLANS, SECTIONS, OR DETAILS ON THE WORKING DRAWINGS.
5. CHANGES TO THE APPROVED DRAWINGS AND SPECIFICATIONS SHALL BE MADE BY AN ADDENDUM OR A CHANGE ORDER APPROVED BY THE ARCHITECT.
6. LIFE SAFETY REQUIREMENTS SHALL MEET THE CALIFORNIA BUILDING CODE
7. THE CONTRACTOR SHALL BE RESPONSIBLE FOR APPLYING AND OBTAINING ALL REQUIRED INSPECTIONS TO CONFORM WITH LOCAL BUILDING AND FIRE CODES.
8. GENERAL CONTRACTOR TO PROVIDE ELECTRICAL GROUNDING AS REQUIRED.
9. ALL CONSTRUCTION MATERIALS AND WORKMANSHIP SHALL CONFORM TO THE PROJECT SPECIFICATIONS AND BEST PRACTICES.
10. CONTRACTOR SHALL EXAMINE THE DOCUMENTS AND SHALL NOTIFY THE ARCHITECT OF ANY DISCREPANCIES WHICH MAY BE FOUND PRIOR TO THE START OF WORK.
11. THE CONTRACTOR AND ALL SUBCONTRACTORS ARE REQUIRED TO VISIT AND INSPECT THE SITE PRIOR TO CONSTRUCTION OR ORDERING ANY MATERIALS.
12. ALL DETAILS, SCHEDULES, ADDENDA AND SPECIFICATIONS BOUND SEPARATELY ARE A PART OF THE CONTRACT DOCUMENTS.
13. ALL DIMENSIONS NOTED "CLEAR" OR "CLR" MUST BE STRICTLY MAINTAINED. "CLEAR" MEANS DIMENSION FROM FACE OF FINISH TO FACE OF FINISH OR OBJECT.
14. ALL DIMENSIONS NOTED "VERIFY" OR "VIF" ARE TO BE CHECKED BY THE CONTRACTOR PRIOR TO CONSTRUCTION. ANY VARIANCE FROM THE REQUIRED DIMENSIONS MUST BE BROUGHT IMMEDIATELY TO THE ARCHITECT'S ATTENTION.
15. DETAILS MARKED "TYPICAL" SHALL APPLY IN ALL CASES, UNO.
16. ALL WORK IS UNDERSTOOD TO BE (N) UNLESS NOTED AS (E).
17. THE DRAWINGS INDICATE THE GENERAL EXTENT OF (N) CONSTRUCTION NECESSARY FOR THE WORK, BUT ARE NOT INTENDED TO BE ALL-INCLUSIVE. ALL DEMO AND (N) WORK NECESSARY FOR A FINISHED JOB, IN ACCORDANCE W/ THE INTENTIONS OF THE CONTRACT DOCUMENTS, IS INCLUDED REGARDLESS OF WHETHER SHOWN IN THE CONTRACT DOCUMENTS.
18. (E) BUILDING DOCUMENTATION IS BASED ON "AS-BUILT" DRAWINGS AND OBSERVATIONAL SITE INVESTIGATIONS. ACTUAL BUILT CONDITIONS MAY VARY. CONTRACTOR IS TO USE CAUTION IN DEMOLITION, AND IS TO NOTIFY ARCHITECT IMMEDIATELY IF ANY VARIATIONS OR DISCREPANCIES ARE UNCOVERED.

VM VICINITY MAP

NO SCALE



VM SITE CONTEXT IMAGES

NO SCALE

PI PROJECT INFORMATION

NO SCALE

A001	COVER SHEET
A002	SITE SURVEY
A101	PROP SITE PLAN W/ LANDSCAPE & CREEK PROTECTION PLAN
A102	PROPOSED ENLARGED SITE PLAN
A151	PROPOSED PLANS
A152	PROPOSED PLANS
A153	PROPOSED PLANS
A201	PROPOSED ELEVATIONS
A202	PROPOSED ELEVATIONS

COVER SHEET

LICENSE STAMP

NOT FOR CONSTRUCTION

REV/ISSUE	MM/DD/YYYY
1 ZONING REV	06/14/2023

DATE JUNE 14 2023
SCALE AS NOTED
DRAWN BY MW
JOB # 2208-SKYLINE
SHEET

A001

AB ABBREVIATIONS

NO SCALE

GN GENERAL NOTES

NO SCALE

SI SHEET INDEX

NO SCALE

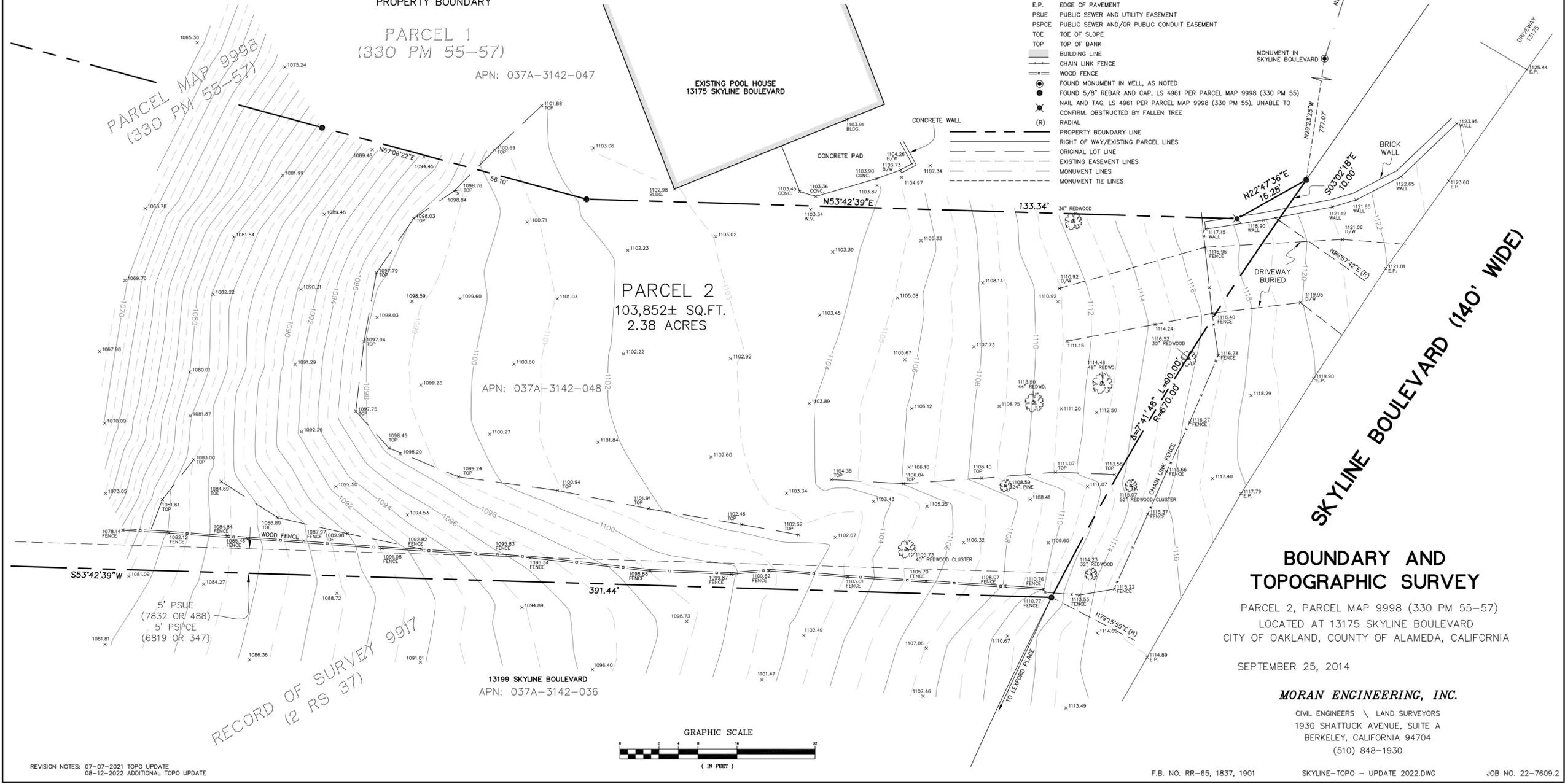
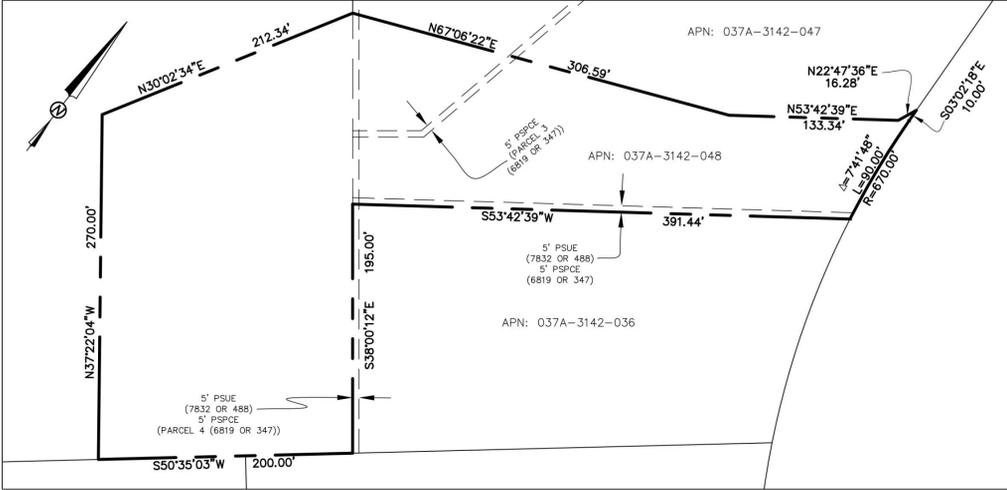
THIS DRAWING SHOULD BE PRINTED ON 24" X 36" SHEET. AT 100% SCALE, THE FOLLOWING LINE SHOULD BE ONE INCH LONG.

GENERAL NOTES:
DIMENSIONS ARE IN FEET AND DECIMAL FEET.
HORIZONTAL AND VERTICAL CURVES DO EXIST WITHIN 300 FEET OF THE PROPERTY.
PROTECTED TREES DO EXIST ON THIS SITE.
NO CROSSWALKS OR BUS STOPSTONS EXIST WITHIN 100 FEET OF THIS PROPERTY.
NO TITLE REPORT PROVIDED, EASEMENTS MAY EXIST.
APN: 037A-3142-048
DATE OF SURVEY: AUGUST 2, 2022
BASIS OF SURVEY:
THIS SURVEY IS BASED UPON THE LINES, DIMENSIONS AND BEARINGS AS SHOWN ON PARCEL MAP 9998 (330 PM 55-57).
BASIS OF BEARINGS:
THE MONUMENT LINE IN SKYLINE BOULEVARD WAS TAKEN AS NORTH 20°07'02" WEST.
DATUM:
ELEVATIONS ARE BASED ON CITY OF OAKLAND DATUM. THE MONUMENT IN SKYLINE BOULEVARD, DESIGNATED "12 SW 2" WAS TAKEN AS ELEVATION = 1149.81 FEET PER CITY OF OAKLAND RECORDS.

SURVEYOR'S CERTIFICATE:
THIS MAP CORRECTLY REPRESENTS A FIELD SURVEY MADE BY ME OR UNDER MY DIRECTION IN CONFORMANCE WITH THE REQUIREMENTS OF THE LAND SURVEYOR'S ACT AT THE REQUEST OF JON CHEN IN JULY OF 2022.
I HEREBY STATE THAT ALL EXISTING GRADES AND CONTOURS DELINEATED ON THIS PLAN ARE BASED UPON CITY OF OAKLAND DATUM.
I HEREBY FURTHER STATE THAT TO THE BEST OF MY KNOWLEDGE ALL PROVISIONS OF APPLICABLE STATE LAWS AND LOCAL ORDINANCES HAVE BEEN FULLY SATISFIED.
I HEREBY FURTHER STATE THAT THE PARCEL DESIGNATED BY MY SURVEY AND SHOWN ON THIS MAP IS THE SAME AS THOSE DESCRIBED IN THAT CERTAIN DEED RECORDED ON MAY 26, 2021, AT SERIES 2021-197361 IN THE OFFICE OF THE ALAMEDA COUNTY RECORDER, AND IDENTIFIED ON THE CURRENT EQUALIZED ASSESSMENT ROLL OF THE ALAMEDA COUNTY ASSESSOR AS PARCEL NO: 037A-3142-048.
I HEREBY FURTHER STATE THAT IN ACCORDANCE WITH THE CALIFORNIA LAND SURVEYORS' ACT THE PERFORMANCE OF THIS SURVEY DOES NOT REQUIRE THAT A CORNER RECORD BE FILED.
I HEREBY ACKNOWLEDGE THAT THIS SURVEY SHALL BE PUBLIC RECORD AND MAY BE AVAILABLE FOR INSPECTION AND DISTRIBUTION TO THE GENERAL PUBLIC.

JAMES S. MORAN, L.S. 7881
DATE: 8/15/22


- LEGEND**
- B/W BASE OF WALL
 - BLDG. BUILDING
 - CONC. CONCRETE
 - D/W DRIVEWAY
 - E.P. EDGE OF PAVEMENT
 - PSUE PUBLIC SEWER AND UTILITY EASEMENT
 - PSPCE PUBLIC SEWER AND/OR PUBLIC CONDUIT EASEMENT
 - TOE TOE OF SLOPE
 - TOP TOP OF BANK
 - BUILDING LINE
 - CHAIN LINK FENCE
 - WOOD FENCE
 - FOUND MONUMENT IN WELL AS NOTED
 - FOUND 5/8" REBAR AND CAP, LS 4961 PER PARCEL MAP 9998 (330 PM 55)
 - NAIL AND TAG, LS 4961 PER PARCEL MAP 9998 (330 PM 55), UNABLE TO CONFIRM. OBSTRUCTED BY FALLEN TREE
 - (R) RADIAL
 - PROPERTY BOUNDARY LINE
 - RIGHT OF WAY/EXISTING PARCEL LINES
 - ORIGINAL LOT LINE
 - EXISTING EASEMENT LINES
 - MONUMENT LINES
 - MONUMENT TIE LINES



BOUNDARY AND TOPOGRAPHIC SURVEY
PARCEL 2, PARCEL MAP 9998 (330 PM 55-57)
LOCATED AT 13175 SKYLINE BOULEVARD
CITY OF OAKLAND, COUNTY OF ALAMEDA, CALIFORNIA
SEPTEMBER 25, 2014

MORAN ENGINEERING, INC.
CIVIL ENGINEERS \ LAND SURVEYORS
1930 SHATTUCK AVENUE, SUITE A
BERKELEY, CALIFORNIA 94704
(510) 848-1930

F.B. NO. RR-65, 1837, 1901 SKYLINE-TOPO - UPDATE 2022.DWG JOB NO. 22-7609.2

THIS DRAWING SHOULD BE PRINTED ON 24" X 36" SHEET. AT 100% SCALE, THE FOLLOWING LINE SHOULD BE ONE INCH LONG.

PROP SITE PLAN W/ LANDSCAPE &
CREEK PROTECTION PLAN

LICENSE STAMP

NOT FOR
CONSTRUCTION

REV/ISSUE	MM/DD/YYYY
1 ZONING REV	06/14/2023

DATE	JUNE 14 2023
SCALE	AS NOTED
DRAWN BY	NW
JOB #	2208-SKYLINE
SHEET	

A101



DASHED LINE REPRESENTS END OF EXISTING
DISTURBED PORTION OF SITE (VIF); NO EXTERIOR
OR GRADING WORK TO OCCUR BEYOND



BASE MAP AND CREEK LOCATION EXTRACTED FROM OAKLAND CREEKS AND WATERSHED PROGRAM GIS MAP:
<https://oakgis.maps.arcgis.com/apps/MapSeries/index.html?appid=8ea0f5374c445ab016649e9e5c4d136>

01 A101 PROPOSED SITE PLAN WITH LANDSCAPE AND CREEK PROTECTION NOTES
1/16" = 1'-0"

- HATCH DENOTES AREA OF PROPOSED PLANTING;**
PLANTS SHALL BE DRIP IRRIGATED.
- LANDSCAPE ZONE 1:**
- CALIFORNIA MEADOW GRASS BLEND
 - PURPLE NEEDLEGRASS (NASELLA PULCHRA)
 - MOLATE FESCUE (FESTUCA RUBRA)
 - CALIFORNIA BARLEY (HORDEUM CALIFORNICUM)
 - CALIFORNIA GOLDEN POPPIES (ESCHSCHOLZIA CALIFORNICA)
 - ENGLISH LAVENDER (LAVANDULA ANGUSTIFOLIA)
 - SKY LUPINE (LUPINUS NANUS)
- LANDSCAPE ZONE 2:**
- CREeping WILD RYE (ELYMUS TRITICOIDES)
 - ENGLISH LAVENDER (LAVANDULA ANGUSTIFOLIA)
 - CALIFORNIA GOLDEN POPPIES (ESCHSCHOLZIA CALIFORNICA)
 - SKY LUPINE (LUPINUS NANUS)
- PROPOSED TREE:** ALL TREES (E) AND (N) SHALL BE DRIP IRRIGATED

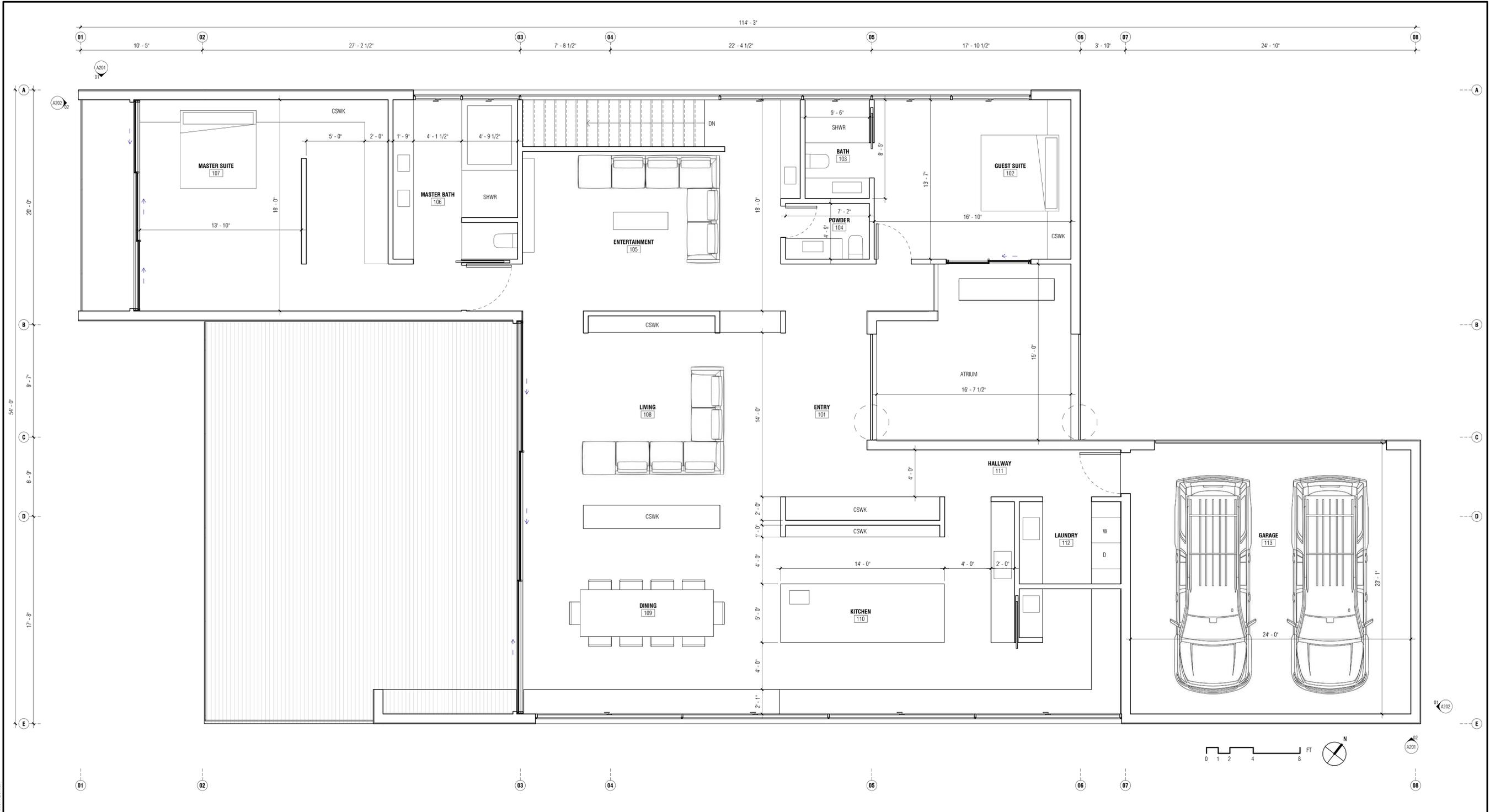
- DRIVEWAY:**
- INVISIBLE STRUCTURES GRAVEL PAVE? PERMEABLE PAVING SYSTEM; PER MANUFACTURER SPECS. USE POLYMER BINDER AT SLOPES GREATER THAN 8%
- ENTRY COURTYARD:**
- PERMEABLE STONE OR PORCELAIN PAVING SYSTEM
- PATIO A:**
- PERMEABLE STONE OR PORCELAIN PAVING SYSTEM

- BEST MANAGEMENT PRACTICES WILL BE IMPLEMENTED TO ENSURE NO DIRECT OR INDIRECT IMPACTS WILL OCCUR TO THE ON-SITE DRAINAGE. THESE INCLUDE INSTALLATION OF A SILT FENCE AT THE LIMITS OF GRADING OVER 100'-0" FROM THE DRAINAGE THAT WILL RESTRICT ALL CONSTRUCTION AND DISTURBANCE AWAY FROM THIS FEATURE.

LN A101 LANDSCAPE NOTES
NO SCALE

CP A101 CREEK PROTECTION NOTES
NO SCALE

THIS DRAWING SHOULD BE PRINTED ON 24" X 36" SHEET. AT 100% SCALE, THE FOLLOWING LINE SHOULD BE ONE INCH LONG.



01 PROPOSED ENTRY LEVEL
1/4" = 1'-0"

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PROPOSED PLANS

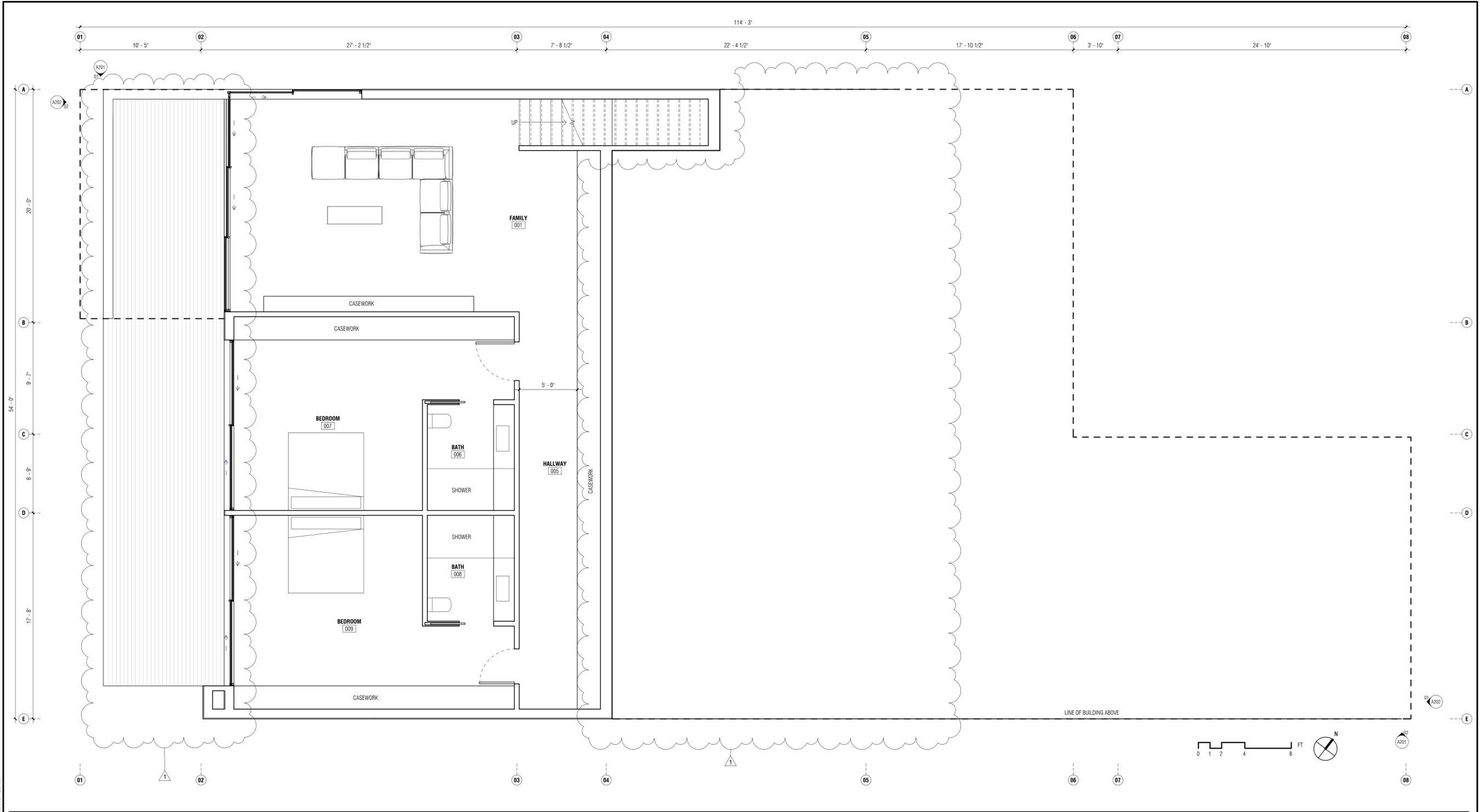
LICENSE STAMP

NOT FOR
CONSTRUCTION

REV/ISSUE	MM/DD/YYYY
1 ZONING REV	06/14/2023

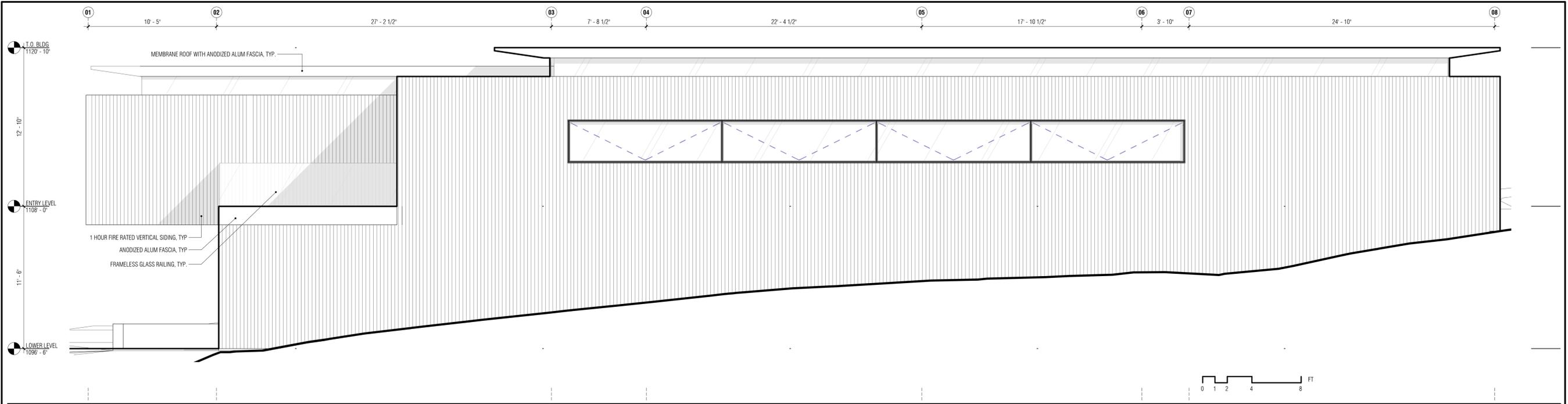
DATE	JUNE 14 2023
SCALE	AS NOTED
DRAWN BY	NW
JOB #	2208-SKYLINE
SHEET	

A152

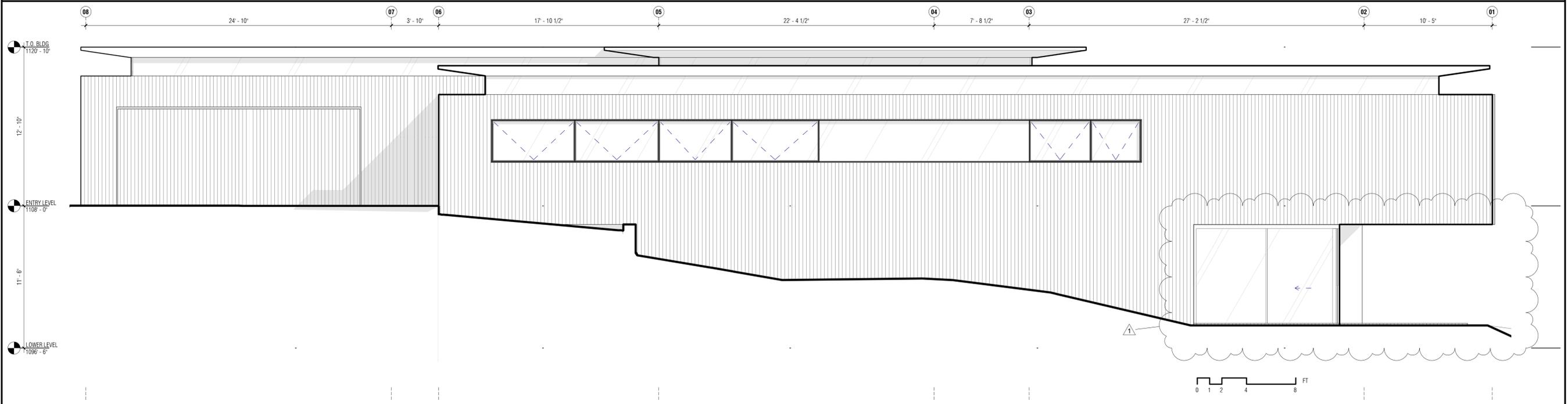


01 A201 PROPOSED LOWER LEVEL
1/4" = 1'-0"

THIS DRAWING SHOULD BE PRINTED ON 24" X 36" SHEET. AT 100% SCALE. THE FOLLOWING LINE SHOULD BE ONE INCH LONG.

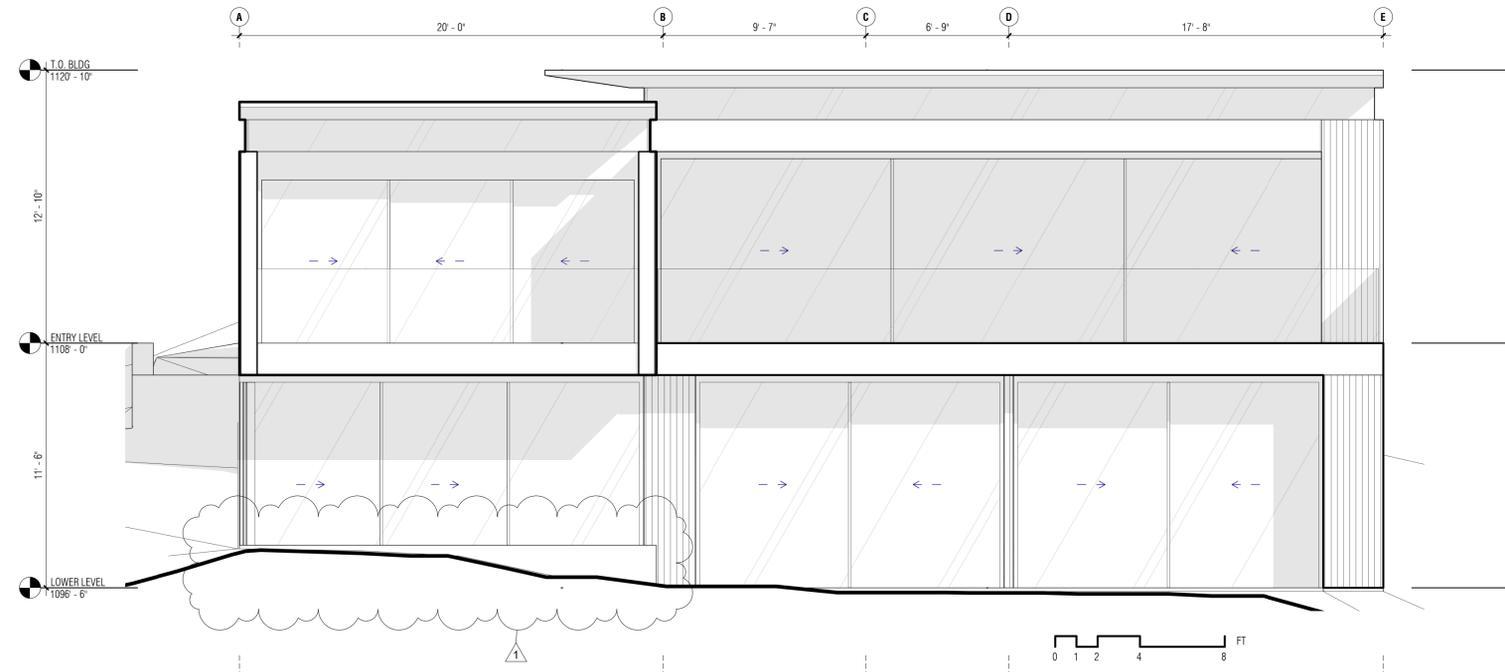


02 SOUTH ELEVATION
1/4" = 1'-0"

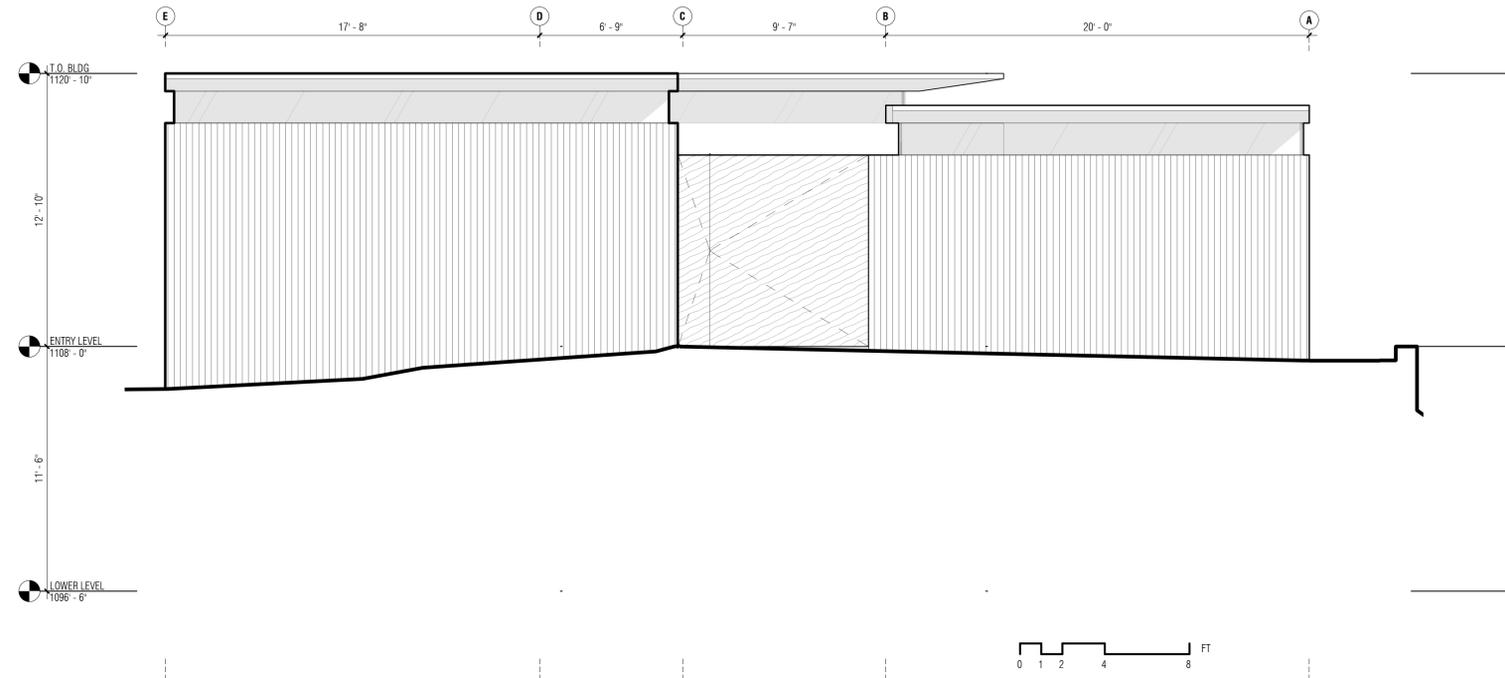


01 NORTH ELEVATION
1/4" = 1'-0"

THIS DRAWING SHOULD BE PRINTED ON 24" X 36" SHEET. AT 100% SCALE, THE FOLLOWING LINE SHOULD BE ONE INCH LONG.



02 WEST ELEVATION
A151 1/4" = 1'-0"



01 EAST ELEVATION
A151 1/4" = 1'-0"



ARCHITECTURE

2550 9TH ST SUITE 210B
BERKELEY, CA 94710

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F +1 510 549 0488

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PROJECT
SKYLINE RESIDENCE
13193 SKYLINE BLVD
OAKLAND, CA 94619

PROPOSED ELEVATIONS

LICENSE STAMP

NOT FOR
CONSTRUCTION

REV/ISSUE	MM/DD/YYYY
1 ZONING REV	06/14/2023

DATE JUNE 14 2023

SCALE AS NOTED

DRAWN BY NW

JOB # 2208-SKYLINE

SHEET

A202

From: [Ifeoma Adams](#)
To: [Klein, Heather](#)
Cc: [Payne, Catherine](#); [Merkamp, Robert](#)
Subject: OPOSITION TO APPROVAL OF DESIGN PROPOSAL AS CONTAINED IN ZONING PUBLIC NOTICE - Case File No PLN 21243, CP2307
Date: Wednesday, August 30, 2023 6:11:16 PM
Attachments: [Item # 1 - Received Zoning Manager Public Notice.pdf](#)
[Item # 2 - Letter to Case Planner FPI Opposition to Design.pdf](#)
[Item # 3 - Recorded Easement Agreement..pdf](#)
[Item #4 Illustrations on plat.pdf](#)
[Item #5 Posted signs, 13175 Skyline.pdf](#)

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Dear Ms. Klein,

Case file Number PLN 21243, CP23077

APN 037A 3242 04800

OPOSITION TO APPROVAL OF DESIGN PROPOSAL AS CONTAINED IN ZONING PUBLIC NOTICE –

Because it violates the access Easement Rights to my Property APN 37A 3141-1-15 (13.66 acres)

Please find attached:

1. Received Public Notice
2. Letter of opposition to Case Planner
3. Recorded Easement Agreement instrument # 2004104991
4. Illustration on PLAT
5. Posted signs prior to Li Chen purchasing property.

Ifeoma Adams

From: [Ifeoma Adams](#)
To: [Klein, Heather](#)
Cc: [Payne, Catherine](#); [Merkamp, Robert](#)
Subject: Fw: OPOSITION TO APPROVAL OF DESIGN PROPOSAL AS CONTAINED IN ZONING PUBLIC NOTICE - Case File No PLN 21243, CP2307
Date: Thursday, August 31, 2023 9:19:29 AM
Attachments: [Item # 1 - Received Zoning Manager Public Notice.pdf](#)
[Item # 3 - Recorded Easement Agreement..pdf](#)
[Item #4 Illustrations on plat.pdf](#)
[Item #5 Posted signs, 13175 Skyline.pdf](#)
[Item # 2 - Letter to Case Planner FPI Opposition to Design.pdf](#)

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[EXTERNAL] This email originated outside of the City of Oakland. Please do not click links or open attachments unless you recognize the sender and expect the message.

Good morning Ms., Klein

I am resending this and replacing the Letter of Opposition with an appropriately dated letter.

The one sent yesterday was not dated.

Sincerely

Ifeoma Adams

----- Forwarded Message -----

From: Ifeoma Adams <ifeomaadams@yahoo.com>
To: hklein@oaklandca.gov <hklein@oaklandca.gov>
Cc: Cpayne@oaklandca.gov <cpayne@oaklandca.gov>; Rmerkamp@oaklandca.gov <rmerkamp@oaklandca.gov>
Sent: Wednesday, August 30, 2023 at 06:07:36 PM PDT
Subject: OPOSITION TO APPROVAL OF DESIGN PROPOSAL AS CONTAINED IN ZONING PUBLIC NOTICE - Case File No PLN 21243, CP2307

Dear Ms. Klein,

Case file Number PLN 21243, CP23077

APN 037A 3242 04800

OPOSITION TO APPROVAL OF DESIGN PROPOSAL AS CONTAINED IN ZONING PUBLIC NOTICE –

Because it violates the access Easement Rights to my Property APN 37A 3141-1-15 (13.66 acres)

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1. Received Public Notice

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4. Illustration on PLAT
5. Posted signs prior to Li Chen purchasing property.

Ifeoma Adams



CITY OF OAKLAND Bureau of Planning – Zoning Division

250 Frank H. Ogawa Plaza, Suite 2114, Oakland, CA 94612-2031

Phone: 510-238-3911 Fax: 510-238-4730

ZONING MANAGER PUBLIC NOTICE

Location:	13175 Skyline Boulevard (also known as 13193 Skyline Boulevard)
Assessor's Parcel Number(s):	037A314204800
Proposal:	Construction of a two-story, 5,537 square-foot, single-family dwelling with an attached two-car garage on a vacant, 103,852 square-foot, downslope parcel within 100' of an existing creek.
Applicant:	Charles Debbas c/o Debbas Architecture / (510) 549-1197
Owner:	Li Chen
Case File Number:	PLN21243, CP23077
Planning Permits Required:	Regular Design Review for a new dwelling unit; a Creek Protection Permit Category III, Section 13.16 of the City of Oakland Creek Protection Ordinance, related to construction within 100' of an existing creek and consideration of a downgrade to Category II due to the project's unlikely significant adverse impact to the creek, based on the project design, distance from the creek and creek protection measures.
General Plan:	Hillside Residential
Zoning:	RH-1 Zone
Proposed Environmental Determination:	Section 15303 of the state CEQA Guidelines – New Construction of Small Structures; Section 15333 – Small Habitat Restoration Project and 15183 – Projects Consistent with a Community Plan, General Plan, or Zoning (assuming exempt)
Historic Status:	Not a historic property; vacant parcel
City Council District:	6
Action to be Taken:	Administrative Decision Pending
Finality of Decision:	Appealable to Planning Commission
For Further Information:	Contact Case Planner Heather Klein at (510) 238-3659 or by email at hklein@oaklandca.gov

Your comments and questions, if any, should be directed the CASE PLANNER (listed above) within **10 calendar days of the posting of this notice**. A decision will be made on the application after this date. If you challenge a decision on this case on appeal and/or in court, you will be limited to issues raised in correspondence delivered to the **Bureau of Planning – Zoning** prior to the close of the public comment period. If you wish to be notified of the decision on this case, please inform your case planner of your wish to be included in any decision correspondence. As we are working remotely this correspondence will need to be sent to a valid email address. If you are unable to provide one, please contact your case planner for assistance.

Please note that the description of the application found above is preliminary in nature and that the project and/or such description may change prior to a decision being made. Except where noted, once a decision is reached by the Zoning Manager on these cases, they are appealable to the Planning Commission or the Commission's Residential Appeals Committee. **Such appeals must be filed within ten (10) calendar days of the date of decision by the Zoning Manager and by 4:00p.m.** An appeal shall be on a form provided by the **Bureau of Planning – Zoning**, and submitted via email to your case planner, the Zoning Manager (Rmerkamp@oaklandca.gov) and the Development Planning Manager (Cpayne@oaklandca.gov). If you are unable to contact the City via email, you must contact your case planner **as soon as possible** to arrange for an alternate method of submitting your appeal. The appeal shall state specifically wherein it is claimed there was error or abuse of discretion by the City of Oakland or wherein the decision is not supported by substantial evidence and must include payment in accordance with the City of Oakland Master Fee Schedule. Failure to file a timely appeal will preclude you from challenging the City's decision in court. The appeal itself must raise every issue that is contested along with all the arguments and evidence previously entered into the record during the previously mentioned ten (10) day public comment period. Failure to do so will preclude you from raising such issues during the appeal hearing and/or in court.

POSTING DATE: 08/25/2023
COMMENTS DUE DATE: 09/05/2023

IT IS UNLAWFUL TO ALTER OR REMOVE THIS NOTICE WHEN POSTED ON SITE

PROPOSED ENLARGED SITE PLAN

LECTURE STAMP

DATE
 01/11/2012

PROJECT NO.
 1205-SKYLINE

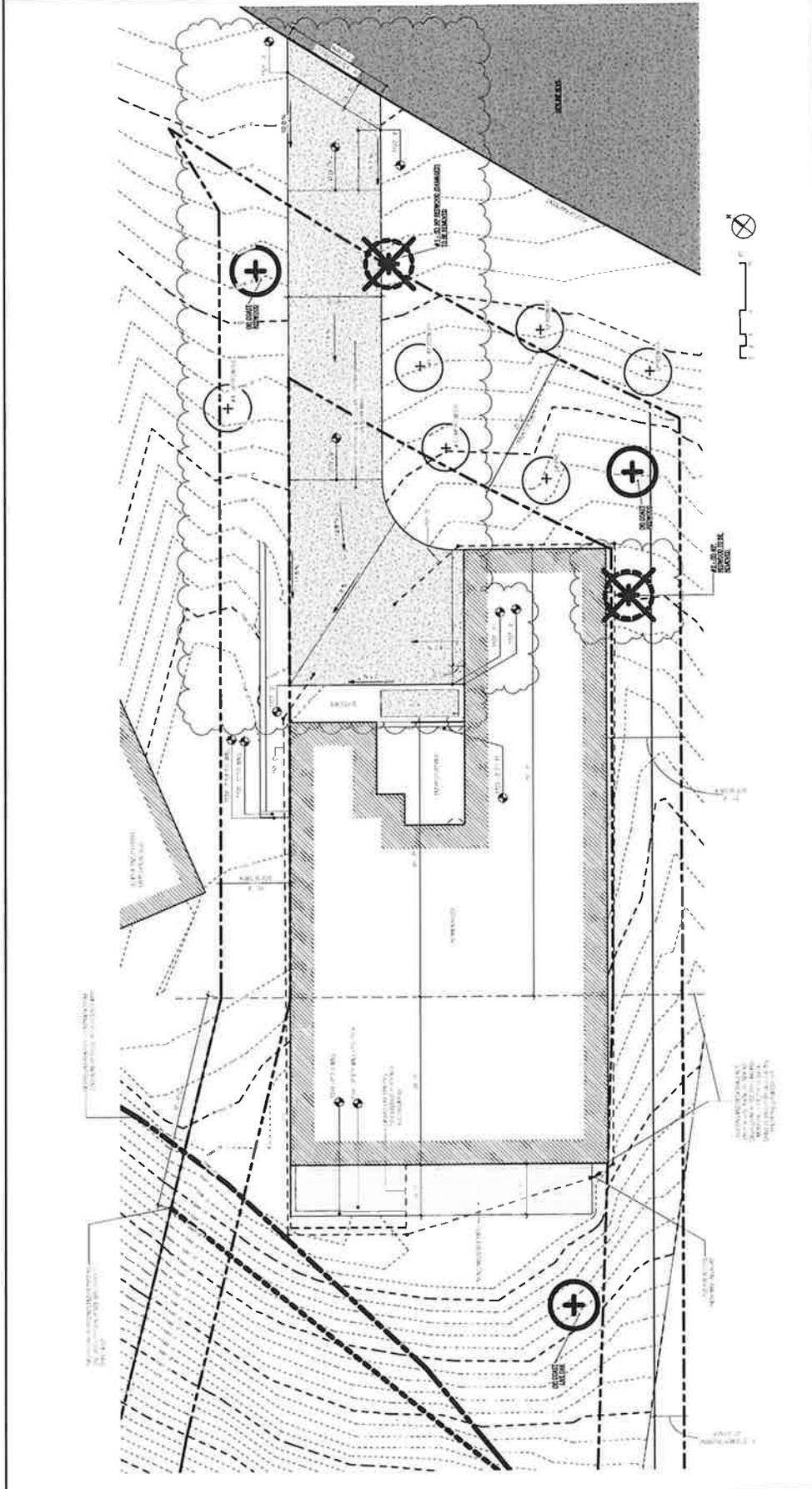
DATE
 01/11/2012

SCALE
 AS SHOWN

DRAWN BY
 JH

JOB #
 1205-SKYLINE

SHEET
 A102



01 | PROPOSED SITE PLAN

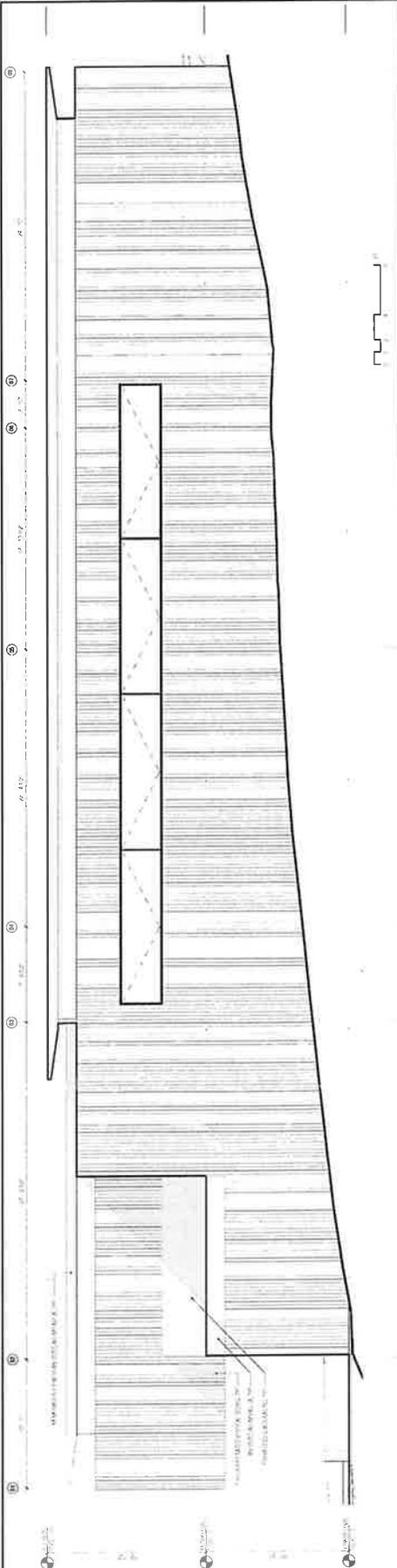
GENERAL SITE NOTES

GS GENERAL SITE NOTES

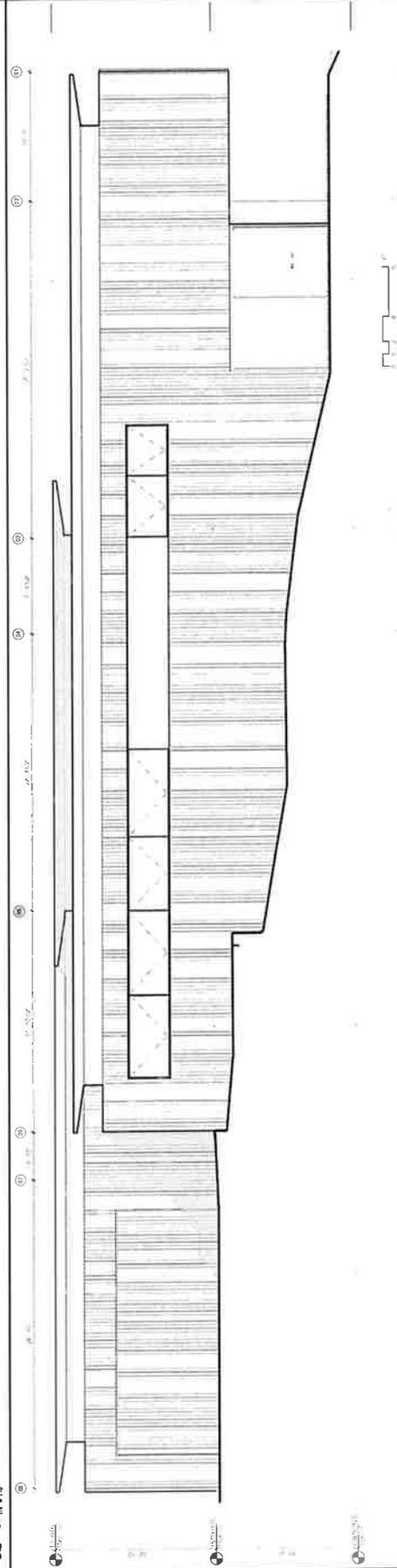
PROPOSED ELEVATIONS

LICENSING
 ARCHITECT
 CONTRACTOR

NO.	DATE	DESCRIPTION
1	10/15/10	ISSUED FOR PERMITS
2	10/15/10	ISSUED FOR PERMITS
3	10/15/10	ISSUED FOR PERMITS
4	10/15/10	ISSUED FOR PERMITS
5	10/15/10	ISSUED FOR PERMITS
6	10/15/10	ISSUED FOR PERMITS
7	10/15/10	ISSUED FOR PERMITS
8	10/15/10	ISSUED FOR PERMITS
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97	10/15/10	ISSUED FOR PERMITS
98	10/15/10	ISSUED FOR PERMITS
99	10/15/10	ISSUED FOR PERMITS
100	10/15/10	ISSUED FOR PERMITS



02 SOUTH ELEVATION
 1/4" = 1'-0"



01 NORTH ELEVATION
 1/4" = 1'-0"



DEBS ARCHITECTURE
 2609 25th Street SW
 Seattle, WA 98149
 T: 415 234 1187
 F: 206 461 1187
 C: 206 461 1187
 www.debsarch.com

PROJECT
 SKYLINE RESIDENCE
 1515 SKYLINE BLVD
 OAKLAND, CA 94612

PROPOSED ELEVATIONS

ISSUE STAMP

DATE
 02/15/2018

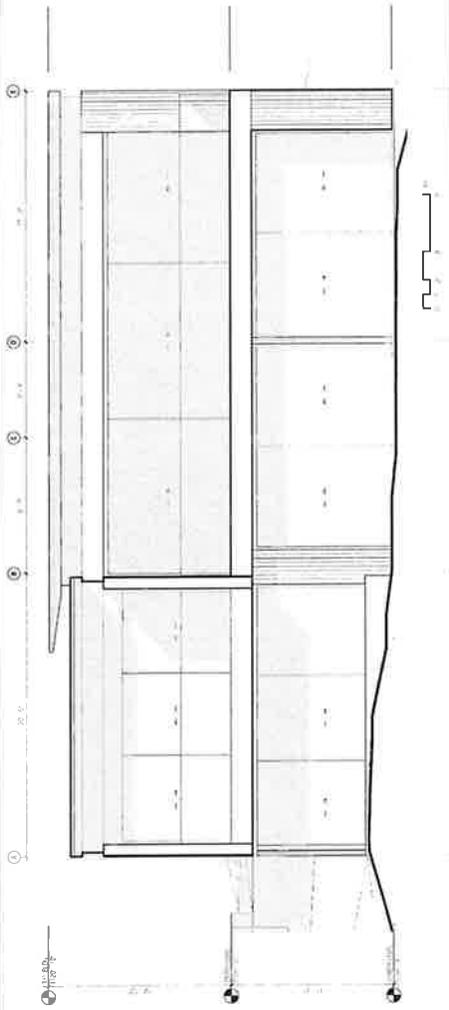
BY
 T. BROWN

DATE
 02/15/2018

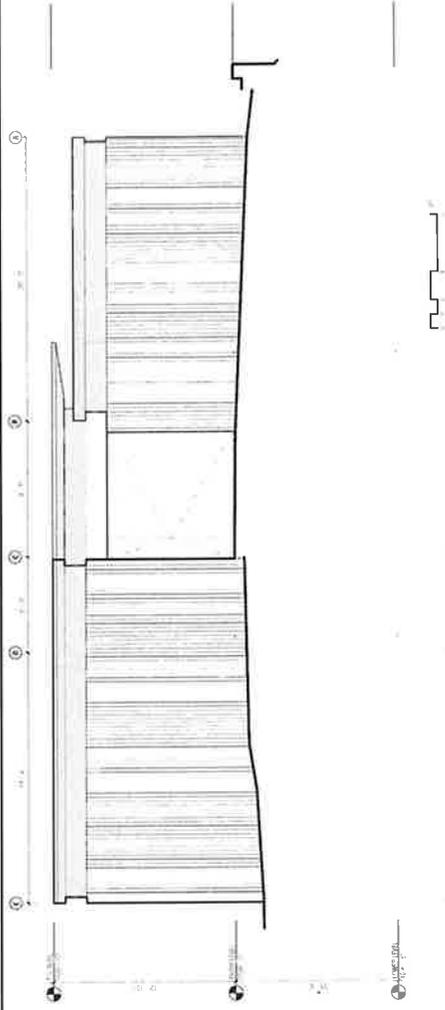
DATE
 02/15/2018

NO. 01

A202



02 WEST ELEVATION



01 EAST ELEVATION

FRONTLINE PROPERTIES, INC

Developer and Contractor
187 Maritime Terrace, Hercules, CA 94547
510-693-5015

Sent by email, US mail & certified mail.

Dear Ms. Klein

Re: Case file Number PLN21243, CP23077

Opposition to Current Design

I am Ifeoma Adams, the owner of vacant land behind the current proposal – APN 37A 3141-1-15, (13.66 Acres)

This application as submitted violates the Easement Right of my property that is part of the Title to the 13.66 Acres as shown on recorded Easement instrument # 2004004991.

When the Real Estate Agent (Carlos Hague) of Compass listed the property, the presence of the Easement was disclosed.

Additionally, multiple signs (attached) were placed adjacent, informing potential buyers of the presence of the easement with 40 ft fronting Skyline Blvd.

The Applicant and Owner have proceeded to design without consultation or workable setbacks to allow my property rights of enjoyment of Easement on the Title.

I am the principal for Frontline Properties Inc (FPI) – a builder and developer in the bay area. FPI has over 20 years building single family residences. Our recent projects are.

- Completed duplexes 455A & 455B La Paloma Rd, El Sobrante.
- Permit- approved projects for construction in progress in 2023 at Eagle court in Santa Rosa
- Land approval and permits in process at Ridge Rd in San Pablo and Wrenn Street in Oakland.

Please keep me informed of the proposal.

Ifeoma Adams

Ifeoma Adams
Frontline Properties, Inc
Cc:

1. Zoning manager – Rmerkamp@oaklandca.gov
2. Development planning manager -Cpayne@oaklandca.gov
3. Applicant: Charles Debbas 2550 Ninth St, #210B, Berkeley, CA 94710



2004104991

03/11/2004 04:17 PM

OFFICIAL RECORDS OF ALAMEDA COUNTY
PATRICK O'CONNELL
RECORDING FEE: 28.00



8 PGS

Recording Requested By
And When Recorded Return to:

~~Alfred Covington, Jr.~~
~~13175 Skyline Blvd.~~
~~Oakland, CA 94619~~

Collin and Ogo Mbanugo
90 Skyway Lane
Oakland, CA 94619

B02
8
fw

EASEMENT AGREEMENT

This agreement is entered into as of this 29th day of March, 2002, by and between Alfred Covington Jr., ("Covington") on the one hand and Collin A. Mbanugo and Ogo S. Mbanugo, as husband and wife, (collectively, "Mbanugo") on the other hand. Mbanugo and Covington shall collectively be referred to as the Parties.

RECITALS

Whereas, Covington is the owner of that certain real property located in the City of Oakland, County of Alameda, State of California commonly described as APN-37A-3142-35 ("Covington Property") and in Exhibit "A" attached hereto and incorporated herein; and

Whereas Mbanugo is the owner of that certain real property located in the City of Oakland, County of Alameda, State of California commonly described as APN-37A-3141-1-15 ("Mbanugo property") and in Exhibit "B" attached hereto and incorporated herein; and

Whereas, Covington has agreed to grant an easement affecting a portion of the Covington Property, as described in Exhibit "C". (Exhibit "C" Property); and

Whereas, Mbanugo desires and intends to acquire certain rights in the Covington Property for themselves and their Successors in interest.

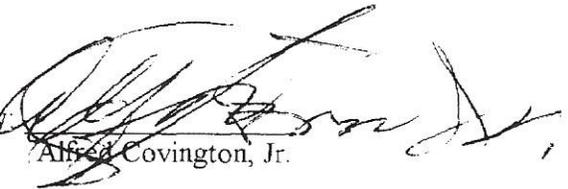
Now, Therefore it is agreed as follows:

1. For good and valuable consideration, Covington hereby grants to Mbanugo, an easement affecting the Exhibit "C" Property attached hereto and incorporated herein. The purpose of the Easement is for Construction and maintenance of an emergency vehicular access roadway, to be placed at some location in the Exhibit "C" Property.

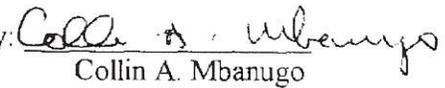
The exact alignment of the roadway will be determined at the final design stage. Once the final design is approved by the city, a new Easement Agreement will be entered into and recorded reflecting the final design location and the exact property encompassing the Forty feet wide easement. The emergency vehicular access roadway will serve proposed subdivision for the Mbanugo property. Construction in the easement will involve soil excavation and backfill, alteration of existing topography, erection of retaining walls and bridge.

2. This agreement contains the entire agreement between the parties regarding the rights and responsibilities set forth herein.
3. This agreement shall be binding on and shall inure to the benefit of the respective Successors, assigns, heirs, executors and administrators of each party.

DATED: March 29, 2002

By 
Alfred Covington, Jr.

DATED: March 29, 2002

By 
Collin A. Mbanugo

DATED: March 29, 2002

By 
Ogo S. Mbanugo

EXHIBIT A

PORTION of the land shown on Record of Survey, Portion of American Trust Company Property, Oakland, Alameda County, California, filed July 19, 1947, in Licensed Survey Book 2, Pages 37, 38, 39 and 40, in the office of the County Recorder of Alameda County, described as follows:

COMMENCING at the point of intersection of the Southwestern line of Skyline Boulevard with the Brother's Line, as the said Boulevard and line are shown on said Record of Survey, and running thence along the said line of Skyline Boulevard, northwesterly along the arc of a circle, to the right, with a radius of 670 feet a distance of 186.19 feet to the ACTUAL POINT OF BEGINNING OF THIS DESCRIPTION, from which said point the center of said mentioned circle bears north $79^{\circ} 15' 55''$ east; thence from said ACTUAL POINT OF BEGINNING, continuing along said line of Skyline Boulevard, northwesterly along the arc of said circle, to the right; with a radius of 670 feet, a distance of 90 feet; thence tangent to said mentioned circle, north $03^{\circ} 02' 18''$ west, 297.44 feet; thence leaving said Southwestern line, south $40^{\circ} 02' 58''$ west, 340.79 feet; thence south $54^{\circ} 14' 20''$ west, 275 feet; south $38^{\circ} 00' 12''$ east, 249.25 feet; thence $53^{\circ} 42' 39''$ east, 391.44 feet to the point of beginning.

A portion of the American Trust Company property, shown on record of survey filed January 20, 1947, Book 2 of Surveys, Pages 22 to 26, inclusive, Alameda County Records, described as follows:

Beginning at a point of the southeasterly line of the lands shown on said Record of Survey distant thereon south $50^{\circ} 35' 03''$ west 330 feet from the intersection of said line with the southwesterly line of Skyline Boulevard; thence continuing along that southwesterly line south $50^{\circ} 35' 03''$ west 200 feet; thence north $37^{\circ} 22' 04''$ west 270 feet; thence north $30^{\circ} 02' 34''$ east 212.34 feet, thence south $38^{\circ} 00' 12''$ east 344.44 feet, more or less, to the point of beginning.

CONTAINING 4.30 acres, more or less

APN: 37A-3142-35

EXHIBIT "A"

CITY OF OAKLAND

EXHIBIT BPARCEL ONE:

PORTION OF THE AMERICAN TRUST COMPANY PROPERTY SHOWN ON RECORD OF SURVEY FILED JANUARY 20, 1947, BOOK 2 OF SURVEYS, PAGES 22 TO 26, INCLUSIVE, ALAMEDA COUNTY RECORDS, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE SOUTHEASTERLY LINE OF THE LANDS SHOWN ON SAID RECORD OF SURVEY, DISTANT SOUTH 50° 35' 03" WEST, 630 FEET FROM THE INTERSECTION OF SAID LINE WITH THE SOUTHWESTERLY LINE OF SKYLINE BOULEVARD; THENCE ALONG THE SOUTHWESTERLY AND SOUTHEASTERLY LINES OF SAID RECORD OF SURVEY, NORTH 37° 22' 04" WEST, 463.21 FEET, AND SOUTH 54° 14' 20" WEST, 735.90 FEET TO THE NORTHEASTERLY LINE OF THAT CERTAIN PARCEL DESCRIBED FIRSTLY IN THE DEED TO THE CITY OF OAKLAND, RECORDED SEPTEMBER 5, 1947, BOOK 5212 OR, PAGE 58 (AB-76547); THENCE LEAVING THE SOUTHEASTERLY LINE OF SAID RECORD OF SURVEY AND CONTINUING ALONG THE NORTHEASTERLY, EASTERLY AND SOUTHERLY LINES OF SAID PARCEL FIRSTLY DESCRIBED IN SAID DEED TO THE CITY OF OAKLAND, NORTH 34° 41' 43" WEST, 54 FEET; NORTH 50° 35' 58" WEST, 106 FEET; NORTH 28° 39' 26" WEST, 86.69 FEET; NORTH 24° 56' 13" WEST, 167.52 FEET; NORTH 15° 48' 09" WEST, 89.73 FEET; NORTH 20° 35' 32" EAST, 157.98 FEET; NORTH 44° 04' 33" EAST, 65.37 FEET; NORTH 70° 54' 23" EAST, 151.56 FEET; NORTH 74° 33' 13" EAST, 317.94 FEET; NORTH 65° 04' 72" EAST, 119.95 FEET; AND NORTH 49° 56' 51" EAST, 209.15 FEET TO THE SOUTHWESTERLY CORNER OF THAT CERTAIN PARCEL DESCRIBED IN THE DEED TO DOUGLAS A. SWANSON, ET UX, RECORDED APRIL 5, 1955, BOOK 7620 OR, PAGE 377 (AK-36889); THENCE ALONG THE SOUTHWESTERLY LINE OF THE PARCEL DESCRIBED IN THE DEED TO DOUGLAS A. SWANSON, ET UX, RECORDED NOVEMBER 23, 1955, BOOK 7857, OR, PAGE 189 (AK-128576), SOUTH 38° 11' 43" EAST, 436.12 FEET TO THE SOUTHWESTERLY CORNER OF THE PARCEL DESCRIBED IN THE DEED TO WILLIAM L. MOFFETT, ET UX, RECORDED NOVEMBER 2, 1955, BOOK 7832 OR, PAGE 487 (AK-118998); THENCE ALONG THE SOUTHWESTERLY LINE OF SAID LAST MENTIONED PARCEL AND THE PARCEL DESCRIBED IN THE DEED TO JOHN VISSER, JR., RECORDED JULY 19, 1956, BOOK 8094 OR, PAGE 335 (AL-765898), SOUTH 38° 00' 12" EAST, 444.25 FEET TO THE SOUTHEASTERLY LINE OF SAID RECORD OF SURVEY REFERRED TO HEREIN; THENCE SOUTH 50° 35' 03" WEST, 300 FEET, MORE OR LESS, TO THE POINT OF BEGINNING.

EXCEPTING THEREFROM, THAT PORTION THEREOF CONVEYED TO ALFRED COVINGTON, JR. AND ROSE LEE COVINGTON, HIS WIFE, AS JOINT TENANTS, BY GRANT DEED RECORDED APRIL 18, 1994, SERIES NO. 94150528, ALAMEDA COUNTY RECORDS, DESCRIBED AS FOLLOWS:

A PORTION OF THE AMERICAN TRUST COMPANY PROPERTY, SHOWN ON RECORD OF SURVEY FILED JANUARY 20, 1947, BOOK 2 OF SURVEYS, PAGES 22 TO 26, INCLUSIVE, ALAMEDA COUNTY RECORDS, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE SOUTHEASTERLY LINE OF THE LANDS SHOWN ON SAID RECORD OF SURVEY, DISTANT THEREON SOUTH 50° 35' 03" WEST, 330 FEET FROM THE INTERSECTION OF SAID LINE WITH THE SOUTHWESTERLY LINE OF SKYLINE BOULEVARD; THENCE CONTINUING ALONG THAT SOUTHWESTERLY LINE, SOUTH 50° 35' 03" WEST, 200 FEET; THENCE NORTH 37° 22' 04" WEST, 270 FEET; THENCE NORTH 30° 02' 34" EAST 212.34 FEET; THENCE SOUTH 38° 00' 12" EAST, 344.44 FEET, MORE OR LESS, TO THE POINT OF BEGINNING.

PARCEL TWO:

AN EASEMENT FOR EXCAVATION, BACKFILL AND GRADING FOR CONSTRUCTION AND MAINTENANCE OF AN ACCESS ROADWAY OVER THE SOUTHEASTERLY 25 FEET OF PARCELS A AND

DESCRIPTION

Page 2

Order No. 343836 JAM

B OF PARCEL MAP NO. 5363, FILED MARCH 1, 1989, IN BOOK 182 OF MAPS, AT PAGE 70 THEREOF, ALAMEDA COUNTY RECORDS.

PARCEL THREE:

AN EASEMENT FOR CONSTRUCTION AND MAINTENANCE OF AN ACCESS ROADWAY OVER THE NORTHWESTERLY 40 FEET OF THE FOLLOWING DESCRIBED PROPERTY:

A PORTION OF THE LAND SHOWN ON RECORD OF SURVEY, PORTION OF AMERICAN TRUST COMPANY PROPERTY, OAKLAND, ALAMEDA COUNTY, CALIFORNIA, FILED JULY 19, 1947, IN LICENSED SURVEY BOOK 2, PAGES 37, 38, 39 AND 40, IN THE OFFICE OF THE COUNTY RECORDER OF ALAMEDA COUNTY, DESCRIBED AS FOLLOWS:

COMMENCING AT THE POINT OF INTERSECTION OF THE SOUTHWESTERLY LINE OF SKYLINE BOULEVARD WITH THE BROTHER'S LINE, AS SAID BOULEVARD AND LINE ARE SHOWN ON SAID RECORD OF SURVEY; AND RUNNING THENCE ALONG SAID LINE OF SKYLINE BOULEVARD, NORTHWESTERLY ALONG THE ARC OF A CIRCLE TO THE RIGHT WITH A RADIUS OF 670 FEET, A DISTANCE OF 186.19 FEET TO THE ACTUAL POINT OF BEGINNING OF THIS DESCRIPTION, FROM WHICH POINT THE CENTER OF SAID MENTIONED CIRCLE BEARS NORTH 79° 15' 55" EAST; THENCE FROM SAID ACTUAL POINT OF BEGINNING, CONTINUING ALONG SAID LINE OF SKYLINE BOULEVARD, NORTHWESTERLY ALONG THE ARC OF SAID CIRCLE TO THE RIGHT WITH A RADIUS OF 670 FEET, A DISTANCE OF 90 FEET; THENCE TANGENT TO SAID MENTIONED CIRCLE, NORTH 03° 02' 18" WEST, 297.44 FEET; THENCE LEAVING SAID SOUTHWESTERN LINE, SOUTH 40° 02' 58" WEST, 340.79 FEET; THENCE SOUTH 54° 14' 20" WEST, 275 FEET; SOUTH 38° 00' 12" EAST, 249.25 FEET; THENCE NORTH 53° 42' 39" EAST, 391.44 FEET TO THE POINT OF BEGINNING.

ASSESSOR'S PARCEL NO. 037A-3141-001-15 (13.66 acres)

Marvin Smitherman

Civil Engineering • Land Planning • Surveying

EXHIBIT C

AREA FOR FUTURE 40' WIDE EMERGENCY VEHICLE ACCESS EASEMENT
(EXACT LOCATION TO BE DETERMINED)

All that real property situate in the City of Oakland, County of Alameda, State of California, described as follows:

Being a portion of the land shown on Record of Survey, Portion of American Trust Company Property, Oakland, Alameda County, California, filed July 19, 1947, in Licensed Survey Book 2, Pages 37, 38, 39 and 40 in the Office of the County Recorder of Alameda County, and being more particularly described as follows:

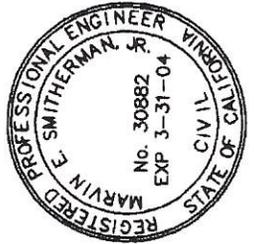
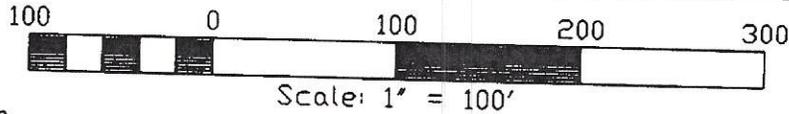
COMMENCING at the point of intersection of the southwesterly line of Skyline Boulevard with the Brother's Line, as said Boulevard and line are shown on said Record of Survey, and running thence along the said line of Skyline Boulevard, northwesterly along the arc of a circle, to the right, with a radius of 670.00 feet a distance of 186.19 feet to the southeasterly line of the property described in EXHIBIT A of the EASEMENT AGREEMENT between Alfred Covington and Rose Lee Covington and Stephen G. McGrath dated May 3, 1993 and recorded in the Alameda County Recorder's Office at series 94150527, said point being the ACTUAL POINT OF BEGINNING OF THIS DESCRIPTION, from which said point the center of said mentioned circle bears North 79 degrees 15 minutes 55 seconds East; thence from said ACTUAL POINT OF BEGINNING, continuing along said line of Skyline Boulevard, being also along the arc of said 670 feet radius curve through a central angle of 3 degrees 51 minutes 23 seconds 45.10 feet to a line drawn parallel and 40.00 feet northwesterly to said southeasterly EXHIBIT "A" EASEMENT AGREEMENT line, thence along said southeasterly EXHIBIT "A" EASEMENT AGREEMENT line South 53 degrees 42 minutes 39 seconds West 177.02 feet; thence North 36 degrees 17 minutes 21 seconds West 206.09 feet to the northwesterly line of the property described in said EXHIBIT "A" EASEMENT AGREEMENT; thence along said northwesterly EXHIBIT "A" EASEMENT AGREEMENT line South 54 degrees 14 minutes 20 seconds West 243.00 feet; thence South 38 degrees 11 minutes 42 seconds East 99.01 feet; thence South 30 degrees 02 minutes 34 seconds West 212.34 feet; thence South 37 degrees 22 minutes 04 seconds East 270.00 feet; thence North 50 degrees 35 minutes 03 seconds East 200.00 feet; thence North 38 degrees 00 minutes 12 seconds West 195.00 feet to said southeasterly EXHIBIT "A" EASEMENT AGREEMENT line; thence along said southeasterly EXHIBIT "A" EASEMENT AGREEMENT line North 53 degrees 42 minutes 39 seconds East 391.44 feet to the ACTUAL POINT OF BEGINNING.

Containing 2.91 acres more or less.

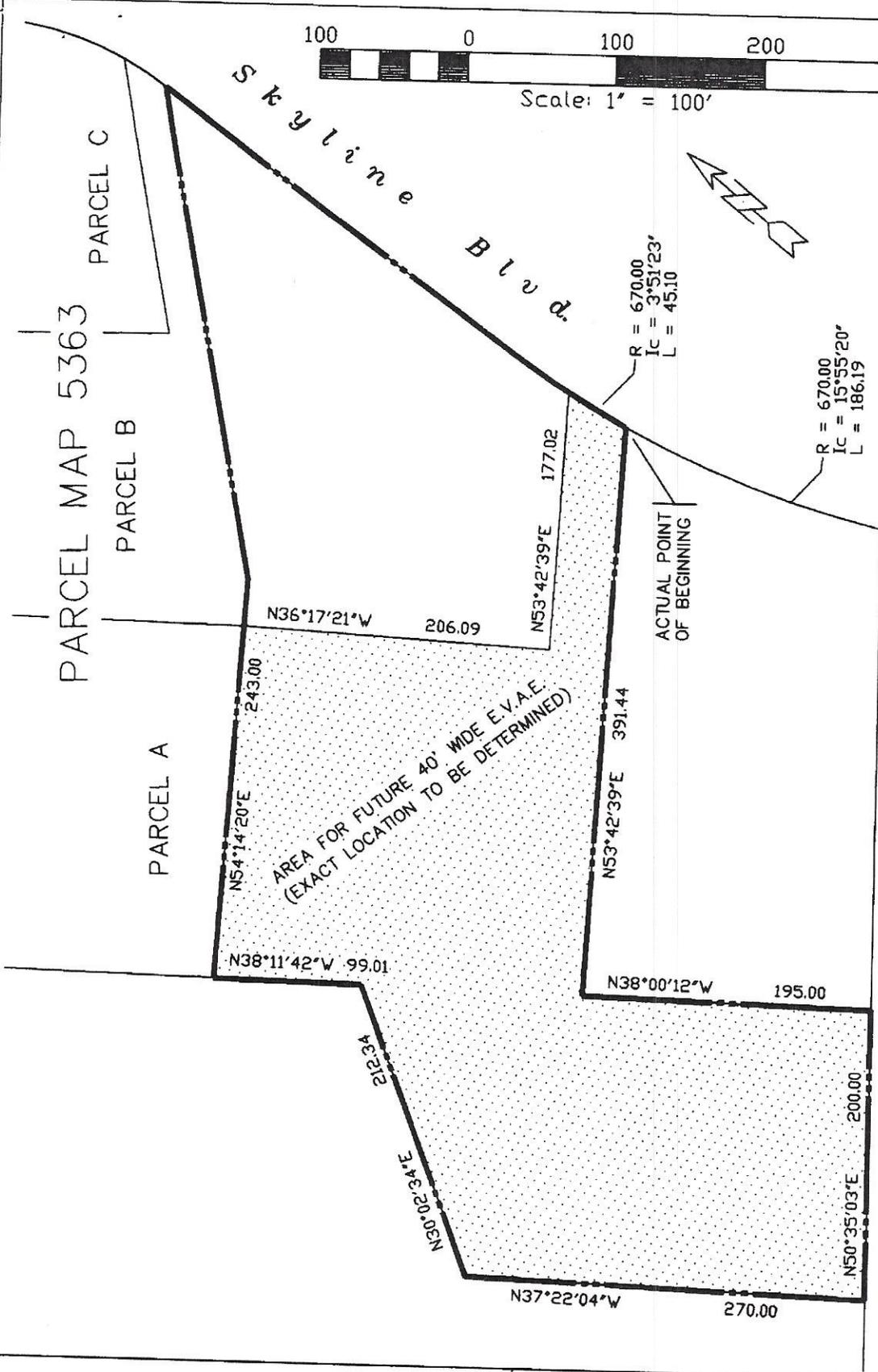


1401 Red Hawk Circle, #J-102
Fremont, CA 94538

Tel/Fax: (510)739-6773
Cell Phone: (510) 453-7989
E-mail: smithrman@jps.net



DESIGNED UNDER THE SUPERVISION OF
Marvin E. Smitherman, Jr. 3/26/02 DATE
 MARVIN E. SMITHERMAN, JR. R.C.E. 30882, CA
 EXPIRES 3-31-2004



LEGEND

EXISTING PROPERTY LINE

AREA FOR FUTURE 40' WIDE E.V.A.E. (EXACT LOCATION TO BE DETERMINED)

EASEMENT EMERGENCY VEHICLE ACCESS

E.V.A.E.

NOTE: THE PROPERTY BOUNDARY LINES SHOWN ON THIS MAP ARE TAKEN FROM RECORD INFORMATION. THIS IS A BOUNDARY SURVEY.

MARVIN SMITHERMAN
 civil engineering land planning surveying
 1401 Red Hawk Circle, Unit J-102 Fremont, CA 94538
 Phone & Fax (510) 739-6773 E-mail smithrnm@jps.net
 Mobil (510) 453-7989

EASEMENT AREA AGREEMENT
COVINGTON PROPERTY
 13175 SKYLINE BLVD. (APN 37A-3142-36-1)
 OAKLAND CALIFORNIA

DATE:	3-26-02
SCALE:	1"=100'
PROJ.	MBANUGO
PAGE	1 OF 1

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

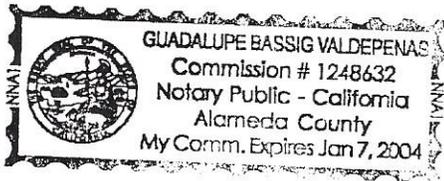
County of Alameda } ss.

On March 29, 2002, before me, Guadalupe Bassig Valdepenas, Notary Public
Date Name and Title of Officer (e.g., "Jane Doe, Notary Public")

personally appeared Olafred Covington Jr., Collin A. Mbanugo and Vito B. Mbanugo
Name(s) of Signer(s)

- personally known to me
 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.



Place Notary Seal Above

WITNESS my hand and official seal.

Guadalupe Bassig Valdepenas
Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: Encumbrance Agreement

Document Date: March 29, 2002 Number of Pages: 2

Signer(s) Other Than Named Above: none

Capacity(ies) Claimed by Signer

Signer's Name: _____

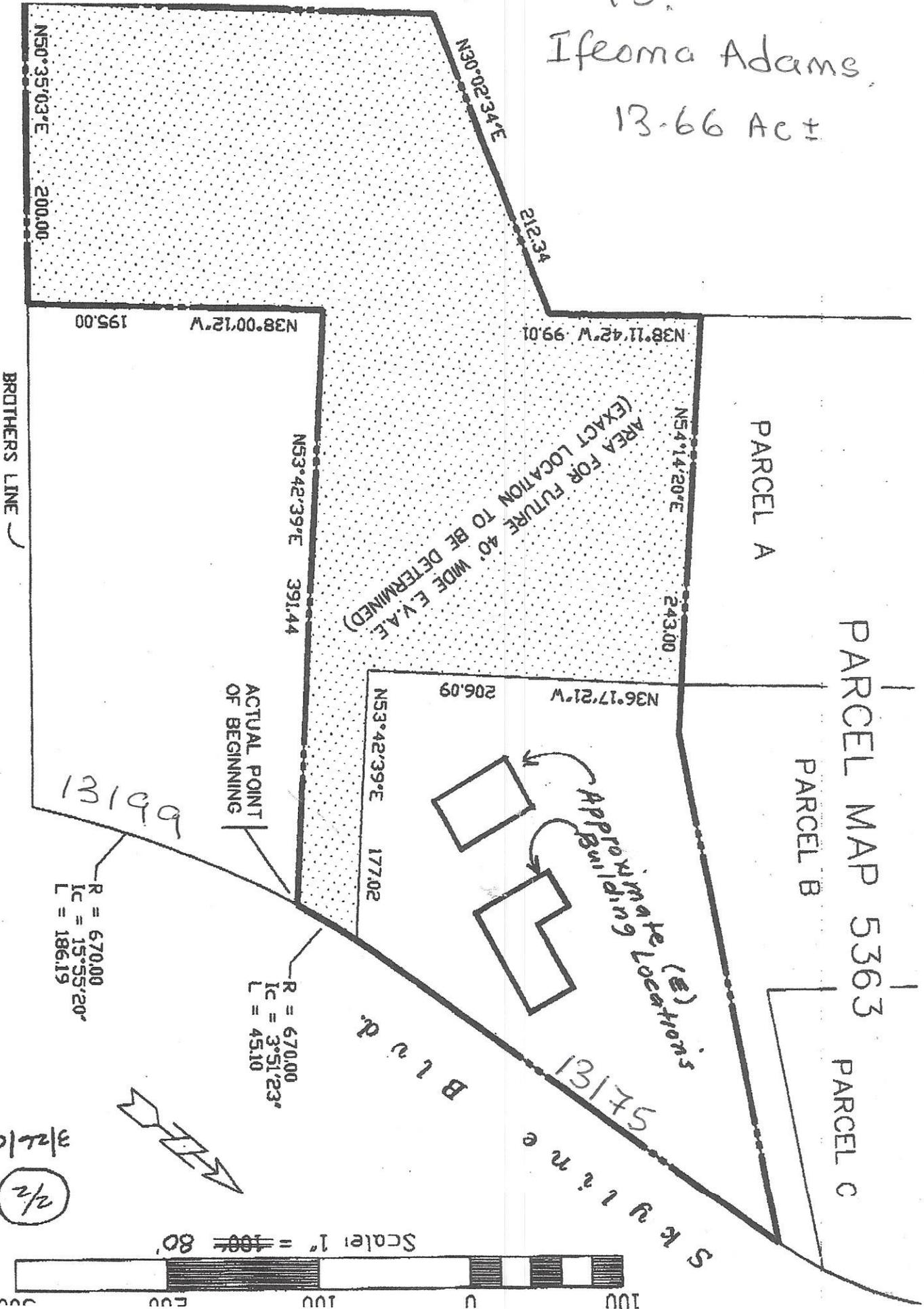
- Individual
 Corporate Officer — Title(s): _____
 Partner — Limited General
 Attorney in Fact
 Trustee
 Guardian or Conservator
 Other: _____

Signer Is Representing: _____

RIGHT THUMBPRINT
OF SIGNER
Top of thumb here

APN-37A-3141-1-15

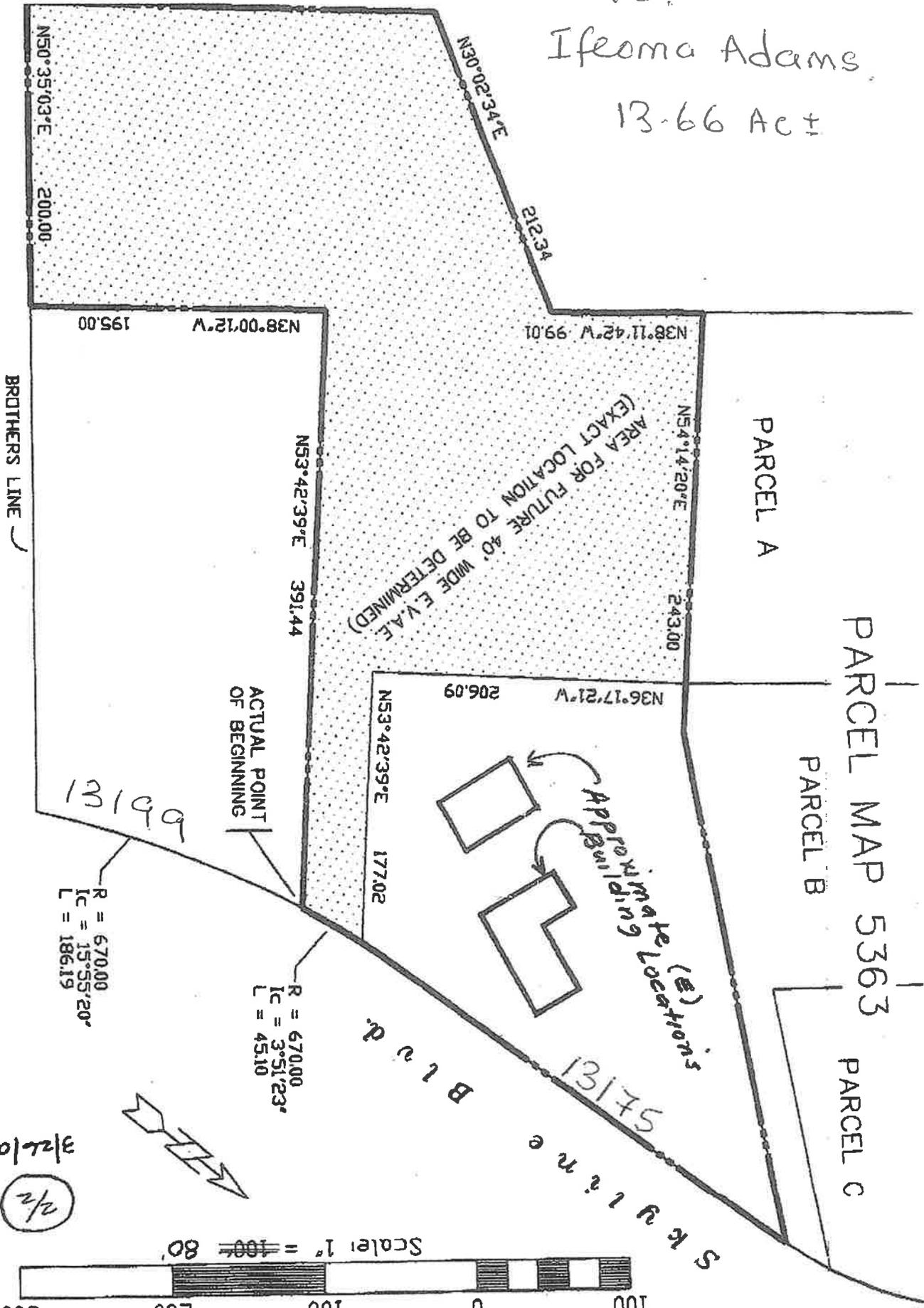
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13.66 Ac ±



3/26/02
2/2

13.66 ACRES
EASEMENT ON 13193 SKYLINE BLDG
THE RECORDED 40 FT WIDE

EASEMENT BENEFITS THE ADJACENT

13.66 ACRES PARCEL.

ANY CONSTRUCTION ON THIS VACANT LOT
WITHOUT CONSENT OF THE OWNER OF THE

13.66 ACRE ADJACENT PARCEL WILL

BE LEGALLY CHALLENGED !!!

BUYER BEWARE !!! 3/19/2020

DISCLOSURE!!!

BUYER BEWARE!!!

40 FT wide access Easement

fronting Skyline Blvd runs thru

this Vacant lot (Exact location
Not yet determined!)

40 FT WIDE EASEMENT ON 13.66 ACRES SKYLINE BND
THE RECORDED 40 FT WIDE

EASEMENT BENEFITS THE ADJACENT

13.66 ACRES PARCEL.

ANY CONSTRUCTION ON THIS VACANT LOT

WITHOUT CONSENT OF THE OWNER OF THE

13.66 ACRE ADJACENT PARCEL WILL

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BUYER BEWARE !!! 3/19/2020

CITY OF OAKLAND



DALZIEL BUILDING • 250 FRANK H. OGAWA PLAZA • SUITE 3315 • OAKLAND, CALIFORNIA 94612

Planning and Building Department
Bureau of Planning

(510) 238-3941
FAX (510) 238-6538
TDD (510) 238-3254

Sent Via Email

November 17, 2023

Johnny Hoang
3E Design
2817 Whipple Road
Union City, CA 94587
info@3E.Design
johnny.h@3E.Design

RE: Case File No. PLN21243 and CP23077; 13175 Skyline Boulevard (also known as 13193 Skyline Boulevard); APN: 037A314204800

Dear Johnny Hoang:

Your application, as described below, has been **APPROVED** for the reasons stated in Attachment A, which contains the findings required to support this decision. Attachment B contains the Conditions of Approval for the project. This decision is effective ten (10) days after the date of this letter unless appealed pursuant to the procedures set forth below.

The following table summarizes the proposed project:

Proposal:	Construction of a two-story, 5,537 square-foot, single-family dwelling with an attached two-car garage on a vacant, 103,852 square-foot, downslope parcel within 100' of an existing creek.
Planning Permits Required:	Regular Design Review for a new dwelling unit; a Creek Protection Permit Category III, Section 13.16 of the City of Oakland Creek Protection Ordinance, related to construction within 100' of an existing creek and consideration of a downgrade to Category II due to the project's unlikely significant adverse impact to the creek, based on the project design, distance from the creek and creek protection measures.
General Plan:	Hillside Residential
Zoning:	RH-1 Zone
Environmental Determination:	Exempt per the state CEQA Guidelines Section 15303 - New Construction of Small Structures; Section 15333 - Small Habitat Restoration Project and 15183 - Projects Consistent with a Community Plan, General Plan, or Zoning
Historic Status:	Not a historic property; vacant parcel
City Council District:	6

If you, or any interested party, seeks to challenge this decision, an appeal **must** be filed by no later than ten (10) calendar days from the date of this letter, by **4:00 p.m. on November 27, 2023**. An appeal shall be on a form provided by the Bureau

of Planning of the Planning and Building Department, and submitted via email to: (1) **Heather Klein, Planner IV**, at hklein@oaklandca.gov, (2) **Robert Merkamp, Zoning Manager**, at Rmerkamp@oaklandca.gov, and (3) Catherine Payne, Development Planning Manager, at Cpayne@oaklandca.gov. The appeal form is available online at <https://www.oaklandca.gov/documents/appeal-application-form>. The appeal shall state specifically wherein it is claimed there was error or abuse of discretion by the Zoning Manager or decision-making body or wherein the decision is not supported by substantial evidence. Applicable appeal fees in the amount of **\$2,599.09** in accordance with the City of Oakland Master Fee Schedule must be paid within five (5) calendar days (**December 4, 2023**) of filing the appeal.

If the fifth (5th) calendar day falls on a weekend or City holiday, appellant will have until the end of the following City business day to pay the appeal fee. Failure to timely appeal (or to timely pay all appeal fees) will preclude you, or any interested party, from challenging the City's decision in court. The appeal itself must raise each and every issue that is contested, along with all the arguments and evidence in the record which supports the basis of the appeal; failure to do so may preclude you, or any interested party, from raising such issues during the appeal and/or in court. However, the appeal will be limited to issues and/or evidence presented to the Zoning Manager prior to the close of the previously noticed public comment period on the matter.

If the ten (10) day appeal period expires without an appeal, you are expected to contact **Heather Klein** in order to receive the signed Notice of Exemption (NOE) certifying that the project has been found to be exempt from CEQA review. It is your responsibility to record the NOE and the Environmental Declaration at the Alameda County Clerk's office at 1106 Madison Street, Oakland, CA 94612, at a cost of **\$50.00** made payable to the Alameda County Clerk. Please bring the original NOE related documents and five copies to the Alameda County Clerk, and return one date stamped copy to the Bureau of Planning, to the attention of **Heather Klein, Planner IV**. Pursuant to Section 15062(d) of the California Environmental Quality Act (CEQA) Guidelines, recordation of the NOE starts a 35-day statute of limitations on court challenges to the approval under CEQA. The NOE will also be posted on the City website at <https://aca.accela.com/OAKLAND/Welcome.aspx>.

If you have any questions, please contact the case planner, **Heather Klein, Planner IV** at (510) 238-3659 or hklein@oaklandca.gov however, this does not substitute for filing of an appeal as described above.

Very Truly Yours,



ROBERT D. MERKAMP
Zoning Manager

cc: Ifeoma Adams ifeomaadams@yahoo.com
Cody Strub codystrub@yahoo.com
Carlos Hague carlos.hague@compass.com
Ruth Walker Ruth.Walker@ctt.com

-

Attachments:

- A. Findings
- B. Conditions of Approval, including Standard Conditions of Approvals

ATTACHMENT A: FINDINGS

This proposal meets all the required findings under the Regular Design Review Criteria (Section 17.136.050A) of the Oakland Planning Code (OMC Title 17); Chapter 13.16 of the Oakland Municipal Code and the No Net Loss findings of California Government Code Section 65863 (B)(2) as set forth below and which are required to approve your application. Required findings are shown in **bold** type; reasons your proposal satisfies them are shown in normal type.

17.136.050A - RESIDENTIAL DESIGN REVIEW CRITERIA:

1. The proposed design will create a building or set of buildings that are well related to the surrounding area in their setting, scale, bulk, height, materials, and textures.

The setting is in an older Oakland hillside neighborhood along Skyline Boulevard which includes single-family homes on flat to steep lots. The buildings are generally located a fair distance from the street and nestled into a natural setting of mature trees and vegetation. As such most homes are barely visible from the street. Parking and driveways are largely at the front of the lot and building. Homes are one-to-two stories to allow for views from the street. Architecture is generally of a ranch style with low pitched roofs and stucco and wood materials.

This proposal, to construct a two-story, 5,537 square-foot, single-family dwelling with an attached two-car garage. The house will be access via a long, sloping driveway approximately 100' long. The house itself will be one-story at the front and two-stories at the rear as the lot slopes. The façade material is a vertical wood siding. The roof is flat. The project will retain three mature redwood trees and landscape the front of the property. As such, the project will be well-related to the surrounding area.

2. The proposed design will protect, preserve, or enhance desirable neighborhood characteristics.

The surrounding area of the subject site is characterized by single-family residences located a fair distance from the street and nestled into a natural setting. As such most homes are barely visible from the street. The proposed building has a contemporary design that is similar in quality and character to the other buildings in the neighborhood and fits in and blends with the natural setting architecture in the area in terms of materials. The project will protect, preserve and enhance desirable neighborhood characteristics.

3. The proposed design will be sensitive to the topography and landscape.

The proposed project is largely on the flat portion of a slightly down-sloping lot. As such, grading will be minimal. The driveway uses the maximum slope provisions in the Planning Code to avoid high flanking retaining walls and keep the driveway largely at grade.

Two protected trees are located within the buildable area and are proposed for removal. However, one is severely damaged and should be removed for safety reasons. Three additional large redwood trees are proposed for preservation. The project will include installation of additional landscaping. Therefore, the proposed design is sensitive to the topography and landscape.

4. If situated on a hill, the design and massing of the proposed building relates to the grade of the hill.

The proposed project is largely on the flat portion of a slightly down-sloping lot. The building's mass is one-story at the front and two stories at the rear. The driveway uses the maximum slope provisions in the Planning Code to avoid high flanking retaining walls and keep the driveway largely at grade. The project design and massing relate to the grade.

5. The proposed design conforms in all significant respects with the Oakland General Plan and with any applicable design review guidelines or criteria, district plan or development control map which has been adopted by the Planning Commission or City Council.

The subject site is in the Hillside Residential land use classification per the Land Use and Transportation Element (LUTE) of the City of Oakland’s General Plan. This classification is intended to encourage the development of single-family homes, designed for hillsides. The project meets the following LUTE policies:

Objective N3 of the LUTE states: “Encourage the construction, conservation, and enhancement of housing resources to meet the current and future needs of the Oakland community.” This proposal, to construct a two-story, 5,537 square-foot, single-family dwelling with an attached two-car garage, will enhance the housing resources of the Oakland community.

Objective N3.2, Encouraging Infill Development: In order to facilitate the construction of needed housing units, infill development that is consistent with the General Plan should take place throughout the City of Oakland. The project is an infill development on an underutilized, vacant site identified as a Housing Opportunity site.

Objective N3.8 of the LUTE states: “High-quality design standards should be required of all new residential construction.” The proposal includes high-quality materials consistent with the neighborhood façade materials.

Objective N3.9 of the LUTE states: “Residential developments should be encouraged to face the street and to orient their units to desirable sunlight and views, while avoiding unreasonably blocking sunlight and views for neighboring buildings, respecting the privacy needs of residents of the development and surrounding properties, providing for sufficient conveniently located on-site open space, and avoiding undue noise exposure.” The project is designed to step with the terrain and will not affect neighbor’s access to sunlight or views.

The City’s Design Review Manual for One- and Two-Unit Residences describes the criterion for review of residential construction. The criterion includes views, solar access, privacy, site design, building design, bulk, neighborhood compatibility, landscaping and parking. As discussed above, the building is on a slightly down-sloped lot, and the mass is one story at the front becoming two stories at the rear. The building is setback from the street in a similar manner as other buildings and is nestled in large trees which will be retained. The building is well-related to the neighborhood in terms of proportion (height and mass), scale, geometry, style, materials and details. The building elevations are composed and ordered and reflects the design style that blends in with the natural setting. The property will be appropriately landscaped per the Conditions of Approval. Due to project’s location and size, there will be no to minimal impacts to neighbors in terms of solar access, privacy and views.

SECTION 13.16.200 CREEK PROTECTION PERMIT CRITERIA:

A. Will the proposed activity (during construction and after project is complete) (directly or indirectly) cause a substantial adverse impact on the creek?

Yes/ No

The Project will not cause a substantial adverse impact for the following reasons:

1. The proposal will not result in alterations to the creek channel, riparian corridor, or wildlife habitat.
2. Construction staging will take place in the proposed driveway at the front of lot over 200’ away from the creek.
3. The project grading and construction is located on the flat-ish portion of the lot a minimum of 100’ from the creek.
4. The project includes silt fencing along the entire rear of the area to be graded or disturbed and will be re-landscaped with native vegetation to prevent erosion.
5. The impervious surface created by the proposal will drain to vegetative areas, and rooftop run-off from downspouts shall be collected and diverted to drip irrigation. Where unfeasible, the downspouts will be connected to dissipators directed to vegetation areas also to prevent erosion.

In making the above finding, the Director of Building Services must, at a minimum, consider the following factors:

1. Will the proposed activity discharge a substantial amount of pollutants into the creek?

Yes/ No

With adherence to Best Management Practices, conformance with the Standard Conditions of Approval, and protective measures in the creek protection plan to be implemented prior to, during, and post construction, the project will not discharge a substantial amount of pollutants into the creek.

2. Will the proposed activity result in substantial modifications to the natural flow of water in the creek?

Yes/ No

The proposal will not involve modifications within the creek channel that could alter the natural capacity of the channel. The proposed construction and grading disturbance would be restricted to a minimum of 100 feet from the creek, and water from the impervious surfaces shall be directed to vegetative areas to infiltrate as is currently the case.

3. Will the proposed activity deposit a substantial amount of new material into the creek or cause substantial bank erosion or instability?

Yes/ No

The proposed construction and grading disturbance would be restricted to a minimum of 100 feet from the creek, and creek protection measures such as the silt fence and staging at the front of the lot will prevent material from entering into the creek. In the area denoted as grading, shall be relandscaped to prevent erosion. The impervious surface created by the proposal will drain to vegetative areas, and rooftop run-off from downspouts shall be collected and diverted to drip irrigation. Where unfeasible, the downspouts will be connected to dissipators directed to vegetation areas. As result, the proposal will not result in substantial alteration to the capacity of the creek.

4. Will the proposed activity result in substantial alteration of the capacity of the creek?

Yes/ No

The proposal will not involve modifications within the creek channel that could alter capacity of the channel. The proposed construction and grading disturbance would be restricted to a minimum of 100 feet from the creek. The impervious surface created by the proposal will drain to vegetative areas, and rooftop run-off from downspouts shall be collected and diverted to drip irrigation. Where unfeasible, the downspouts will be connected to dissipators directed to vegetation areas. As result, the proposal will not result in substantial alteration to the capacity of the creek.

5. Are there any other factors which would indicate that the proposed activity will adversely affect the creek?

Yes/ No

See findings above.

5. Will the proposed activity substantially adversely affect the riparian corridor, including riparian vegetation, animal wildlife or result in loss of wildlife habitat?

Yes/ No

The proposed construction and grading disturbance would be restricted to a minimum of 100 feet from the creek. This separation would ensure avoidance of direct and indirect impacts to the aquatic habitat associated with the drainage. No riparian vegetation, wildlife habitat or trees of any kind would be affected, and any function the drainage serves for wildlife movement would not be interrupted.

89A. Will the proposed activity substantially degrade the visual quality and natural appearance of the riparian corridor?

Yes/ No

See above findings.

B. Is the proposed activity inconsistent with the intent and purposes of OMC Chapter 13.16?

Yes/ No

The scope of the proposed work for creek protection complies in all significant elements to the Creek Protection Ordinance, Chapter 13.16. Additionally, all elements of the proposal conform with the Oakland General Plan and its policies regarding creek protection elements in the Open Space, Conservation, and Recreation (OSCAR) General Plan Element, e.g., Objective CO-6 Surface Waters - Ecology Protection, Benefits Promotion, and Policy CO-6.1, Creek Management.

C. Will the proposed activity substantially endanger public or private property?

Yes/ No

This project is a private development with no public access. The proposal to construct a single-family home on the flat-ish portion of the site away from the creek, riparian corridor and habitat, and with implementation of the Conditions of Approval and creek protection plan will ensure that there will be no impact to private property.

D. Will the proposed activity (directly or indirectly) substantially threaten the public's health or safety?

Yes/ No

This project is a private development with no public access. The proposal to construct a single-family home on the flat-ish portion of the site away from the creek, riparian corridor and habitat, and with implementation of the Conditions of Approval and creek protection plan will ensure that there will be no impact to health and safety.

SECTION 13.16.130 RECLASSIFICATION OF CATEGORY:

The Chief of Building Services may, in order to further the purpose and intent of the chapter, reclassify an application in accordance with the following:

If the applicant can demonstrate to the reasonable satisfaction of the Chief of Building Services that development or work shall not cause adverse impacts to the creek (including without limitation: erosion, bank failure, increased runoff, sediment loading, transfer or pollutants, or damage to the natural habitat, riparian vegetation or wildlife), then an application for Categories II, III or IV may be reclassified.

The proposed project is unlikely to have a significant adverse impact to the Estuary, based on the project design and protection measures outlined in the Creek Protection Plan, including installation of a fiber roll and ongoing sediment and erosion control measures during construction. Upon completion, the project will increase overall permeability of the site, increase shoreline habitat quality, and capture stormwater onsite, limiting outfall to the Estuary. For the reasons and findings stated above, the application is reclassified as a Category III Creek Protection Permit.

Based on the forgoing, the Creek Protection Permit for the above-described project is hereby **GRANTED**.

If GRANTED, this Permit is subject to all conditions of approval which are hereby incorporated by this reference.

Pursuant to OMC Section 13.16.450, the applicant or any interested party may appeal this decision within ten calendar days to the City Planning Commission by the payment of the appropriate fees and the submittal of the appropriate form. The appeal shall state specifically wherein it is claimed there was an error or abuse of discretion by the Director of Building Services or wherein his/her decision is not supported by substantial evidence in the record.

Chris Ragland

Christopher Ragland, Building Official or Designee

11/17/23

Date

The findings and supporting facts for this Creek Protection Permit are set forth in this form together with the Conditions of approval in Attachment B

No Net Loss Findings (California Government Code Section 65863 (b)(2))

If a city, county, or city and county, by administrative, quasi-judicial, legislative, or other action, allows development of any parcel with fewer units by income category than identified in the jurisdiction’s housing element for that parcel, the city, county, or city and county shall make a written finding supported by substantial evidence as to whether or not remaining sites identified in the housing element are adequate to meet the requirements of Section 65583.2 and to accommodate the jurisdiction’s share of the regional housing need pursuant to Section 65584. The finding shall include a quantification of the remaining unmet need for the jurisdiction’s share of the regional housing need at each income level and the remaining capacity of sites identified in the housing element to accommodate that need by income level.

No Net Loss Finding 1: The City of Oakland adopted its current 2023-2031 Housing Element on January 31, 2023. The Housing Element identifies the realistic capacity for housing production throughout the current 2023-2031 Planning Period. This capacity accommodates the Regional Housing Needs Allocation, as well as a buffer, which ensures that if certain identified sites are not developed at the realistic capacity, that there would remain a sufficient number of units available to meet Oakland's Housing Needs. (See Housing Element, Appendix C, Table C-2.) For purposes of this finding, the buffer is calculated on a quarterly basis according to progress made during the 2023-2031 Planning Period.

Oakland's remaining lower income regional housing needs assessment is 8,021 dwelling units while Oakland's current capacity is 9,992 lower income units, a surplus of 1,971 units. [“Lower income” includes very low income (VLI) and low income (LI) units.]

Oakland’s remaining moderate income regional housing needs assessment is 4,264 dwelling units, while Oakland's current capacity is 4,993 moderate income units, a surplus of 729 units.

Oakland's remaining above moderate-income regional housing needs assessment is 7,084 dwelling units, while Oakland's current capacity is 16,229 above moderate-income units, a surplus of 9,145 units.

No Net Loss Finding 2: The proposed project is located on a site that is identified in the City of Oakland 2023-2031 Housing Element as a Housing Element Opportunity Site.

- (X) YES
- () NO

No Net Loss Finding 3: The proposed project meets the following criteria. *This Finding is not applicable; the project site was identified in the City of Oakland 2023-2031 Housing Element as a Housing Element Opportunity Site.*

- () The proposed project is a non-residential development located on a site that **was not** identified in the City of Oakland 2023-2031 Housing Element. Therefore, the project has no impact on the City’s housing capacity.
- () The proposed project includes residential development and is located on a site that **was not** identified in the City of Oakland 2023-2031 Housing Element. Therefore, the project results in an increase in the City’s housing capacity equal to the total units proposed.

No Net Loss Finding 4: The City of Oakland 2023-2031 Housing Element identifies the following realistic capacity for the site.

Lower income units (VLI/LI): _____
 Moderate income units: _____
 Above moderate-income units: _____ 1 _____
 Total units: _____

() The proposed project is a non-residential development.

(X) The proposed project includes residential development.

Therefore, an analysis of potential net loss must be made, as documented below.

No Net Loss Finding 5: The proposed project includes the following residential unit count:

Lower income units (VLI/LI): _____

Moderate income units: _____

Above moderate-income units: 1

Total units: _____

The project therefore will result in a net increase or net loss of units as compared to the City's Housing Element projections as follows:

Lower income units (VLI/LI): _____

Moderate income units: _____

Above moderate income units: 0

There will be no net loss or increase of housing units as compared with the Housing Element with the proposal.

Total units: _____

ATTACHMENT B: CONDITIONS OF APPROVAL

The proposal is hereby approved subject to the following Conditions of Approval:

1. Approved Use

The project shall be constructed and operated in accordance with the authorized use as described in the approved application materials, **dated July 13, 2023** as amended by the following conditions of approval and mitigation measures, if applicable (“Conditions of Approval” or “Conditions”).

2. Effective Date, Expiration, Extensions and Extinguishment

This Approval shall become effective immediately, unless the Approval is appealable, in which case the Approval shall become effective in ten (10) calendar days unless an appeal is filed. Unless a different termination date is prescribed, this Approval shall expire **two years** from the Approval date, or from the date of the final decision in the event of an appeal, unless within such period a complete building permit application has been filed with the Bureau of Building and diligently pursued towards completion, or the authorized activities have commenced in the case of a permit not involving construction or alteration. Upon written request and payment of appropriate fees submitted no later than the expiration date of this Approval, the Director of City Planning or designee may grant a one-year extension of this date, with additional extensions subject to approval by the approving body. Expiration of any necessary building permit or other construction-related permit for this project may invalidate this Approval if said Approval has also expired. If litigation is filed challenging this Approval, or its implementation, then the time period stated above for obtaining necessary permits for construction or alteration and/or commencement of authorized activities is automatically extended for the duration of the litigation.

3. Compliance with Other Requirements

The project applicant shall comply with all other applicable federal, state, regional, and local laws/codes, requirements, regulations, and guidelines, including but not limited to those imposed by the City’s Bureau of Building, Fire Marshal, Department of Transportation, and Public Works Department. Compliance with other applicable requirements may require changes to the approved use and/or plans. These changes shall be processed in accordance with the procedures contained in Condition #4.

4. Minor and Major Changes

- a. Minor changes to the approved project, plans, Conditions, facilities, or use may be approved administratively by the Director of City Planning.
- b. Major changes to the approved project, plans, Conditions, facilities, or use shall be reviewed by the Director of City Planning to determine whether such changes require submittal and approval of a revision to the Approval by the original approving body or a new independent permit/approval. Major revisions shall be reviewed in accordance with the procedures required for the original permit/approval. A new independent permit/approval shall be reviewed in accordance with the procedures required for the new permit/approval.

5. Compliance with Conditions of Approval

- a. The project applicant and property owner, including successors, (collectively referred to hereafter as the “project applicant” or “applicant”) shall be responsible for compliance with all the Conditions of Approval and any recommendations contained in any submitted and approved technical report at his/her sole cost and expense, subject to review and approval by the City of Oakland.
- b. The City of Oakland reserves the right at any time during construction to require certification by a licensed professional at the project applicant’s expense that the as-built project conforms to all applicable requirements, including but not limited to, approved maximum heights and minimum setbacks. Failure to construct the project in accordance with the Approval may result in remedial reconstruction, permit revocation, permit modification, stop work, permit suspension, or other corrective action.

- c. Violation of any term, Condition, or project description relating to the Approval is unlawful, prohibited, and a violation of the Oakland Municipal Code. The City of Oakland reserves the right to initiate civil and/or criminal enforcement and/or abatement proceedings, or after notice and public hearing, to revoke the Approval or alter these Conditions if it is found that there is violation of any of the Conditions or the provisions of the Planning Code or Municipal Code, or the project operates as or causes a public nuisance. This provision is not intended to, nor does it, limit in any manner whatsoever the ability of the City to take appropriate enforcement actions. The project applicant shall be responsible for paying fees in accordance with the City's Master Fee Schedule for inspections conducted by the City or a City-designated third-party to investigate alleged violations of the Approval or Conditions.

6. Signed Copy of the Approval/Conditions

A copy of the Approval letter and Conditions shall be signed by the project applicant, attached to each set of permit plans submitted to the appropriate City agency for the project, and made available for review at the project job site at all times.

7. Blight/Nuisances

The project site shall be kept in a blight/nuisance-free condition. Any existing blight or nuisance shall be abated within sixty (60) days of approval, unless an earlier date is specified elsewhere.

8. Indemnification

- a. To the maximum extent permitted by law, the project applicant shall defend (with counsel acceptable to the City), indemnify, and hold harmless the City of Oakland, the Oakland City Council, the Oakland Redevelopment Successor Agency, the Oakland City Planning Commission, and their respective agents, officers, employees, and volunteers (hereafter collectively called "City") from any liability, damages, claim, judgment, loss (direct or indirect), action, causes of action, or proceeding (including legal costs, attorneys' fees, expert witness or consultant fees, City Attorney or staff time, expenses or costs) (collectively called "Action") against the City to attack, set aside, void or annul this Approval or implementation of this Approval. The City may elect, in its sole discretion, to participate in the defense of said Action and the project applicant shall reimburse the City for its reasonable legal costs and attorneys' fees.
- b. Within ten (10) calendar days of the filing of any Action as specified in subsection (a) above, the project applicant shall execute a Joint Defense Letter of Agreement with the City, acceptable to the Office of the City Attorney, which memorializes the above obligations. These obligations and the Joint Defense Letter of Agreement shall survive termination, extinguishment, or invalidation of the Approval. Failure to timely execute the Letter of Agreement does not relieve the project applicant of any of the obligations contained in this Condition or other requirements or Conditions of Approval that may be imposed by the City.

9. Severability

The Approval would not have been granted but for the applicability and validity of each and every one of the specified Conditions, and if one or more of such Conditions is found to be invalid by a court of competent jurisdiction this Approval would not have been granted without requiring other valid Conditions consistent with achieving the same purpose and intent of such Approval.

10. Special Inspector/Inspections, Independent Technical Review, Project Coordination and Monitoring

The project applicant may be required to cover the full costs of independent third-party technical review and City monitoring and inspection, including without limitation, special inspector(s)/inspection(s) during times of extensive or specialized plan-check review or construction, and inspections of potential violations of the Conditions of Approval. The project applicant shall establish a deposit with Engineering Services and/or the Bureau of Building, if directed by the Director of Public Works, Building Official, Director of City Planning, Director of Transportation, or designee, prior to the issuance of a construction-related permit and on an ongoing as-needed basis.

11. Public Improvements

The project applicant shall obtain all necessary permits/approvals, such as encroachment permits, obstruction permits, curb/gutter/sidewalk permits, and public improvement (“p-job”) permits from the City for work in the public right-of-way, including but not limited to, streets, curbs, gutters, sidewalks, utilities, and fire hydrants. Prior to any work in the public right-of-way, the applicant shall submit plans for review and approval by the Bureau of Planning, the Bureau of Building, Engineering Services, Department of Transportation, and other City departments as required. Public improvements shall be designed and installed to the satisfaction of the City

12. Trash and Blight Removal

Requirement: The project applicant and his/her successors shall maintain the property free of blight, as defined in chapter 8.24 of the Oakland Municipal Code. For nonresidential and multi-family residential projects, the project applicant shall install and maintain trash receptacles near public entryways as needed to provide sufficient capacity for building users.

When Required: Ongoing

Initial Approval: N/A

Monitoring/Inspection: Bureau of Building

13. Graffiti Control

Requirement:

- a. During construction and operation of the project, the project applicant shall incorporate best management practices reasonably related to the control of graffiti and/or the mitigation of the impacts of graffiti. Such best management practices may include, without limitation:
 - i. Installation and maintenance of landscaping to discourage defacement of and/or protect likely graffiti-attracting surfaces.
 - ii. Installation and maintenance of lighting to protect likely graffiti-attracting surfaces.
 - iii. Use of paint with anti-graffiti coating.
 - iv. Incorporation of architectural or design elements or features to discourage graffiti defacement in accordance with the principles of Crime Prevention Through Environmental Design (CPTED).
 - v. Other practices approved by the City to deter, protect, or reduce the potential for graffiti defacement.
- b. The project applicant shall remove graffiti by appropriate means within seventy-two (72) hours. Appropriate means include the following:
 - i. Removal through scrubbing, washing, sanding, and/or scraping (or similar method) without damaging the surface and without discharging wash water or cleaning detergents into the City storm drain system.
 - ii. Covering with new paint to match the color of the surrounding surface.
 - iii. Replacing with new surfacing (with City permits if required).

When Required: Ongoing

Initial Approval: N/A

Monitoring/Inspection: Bureau of Building

14. Landscape Plan

a. Landscape Plan Required

- Requirement: The project applicant shall submit a final Landscape Plan for City review and approval that is consistent with the approved Landscape Plan. The Landscape Plan shall be included with the set of drawings submitted for the construction-related permit and shall comply with the landscape requirements of chapter 17.124 of the Planning Code. Proposed plants shall be predominantly drought-tolerant. Specification of any street trees shall comply with the Master Street Tree List and Tree Planting Guidelines (which can be viewed at

<http://www2.oaklandnet.com/oakca1/groups/pwa/documents/report/oak042662.pdf> and <http://www2.oaklandnet.com/oakca1/groups/pwa/documents/form/oak025595.pdf>, respectively), and with any applicable streetscape plan.

When Required: Prior to approval of construction-related permit

Initial Approval: Bureau of Planning

Monitoring/Inspection: N/A

b. Landscape Installation

Requirement: The project applicant shall implement the approved Landscape Plan unless a bond, cash deposit, letter of credit, or other equivalent instrument acceptable to the Director of City Planning, is provided. The financial instrument shall equal the greater of \$2,500 or the estimated cost of implementing the Landscape Plan based on a licensed contractor's bid.

When Required: Prior to building permit final

Initial Approval: Bureau of Planning

Monitoring/Inspection: Bureau of Building

c. Landscape Maintenance

Requirement: All required planting shall be permanently maintained in good growing condition and, whenever necessary, replaced with new plant materials to ensure continued compliance with applicable landscaping requirements. The property owner shall be responsible for maintaining planting in adjacent public rights-of-way. All required fences, walls, and irrigation systems shall be permanently maintained in good condition and, whenever necessary, repaired or replaced.

When Required: Ongoing

Initial Approval: N/A

Monitoring/Inspection: Bureau of Building

15. Lighting

Requirement: Proposed new exterior lighting fixtures shall be adequately shielded to a point below the light bulb and reflector to prevent unnecessary glare onto adjacent properties.

When Required: Prior to building permit final

Initial Approval: N/A

Monitoring/Inspection: Bureau of Building

16. Dust Controls – Construction Related

Requirement: The project applicant shall implement all of the following applicable dust control measures during construction of the project:

- a. Water all exposed surfaces of active construction areas at least twice daily. Watering should be sufficient to prevent airborne dust from leaving the site. Increased watering frequency may be necessary whenever wind speeds exceed 15 miles per hour. Reclaimed water should be used whenever feasible.
- b. Cover all trucks hauling soil, sand, and other loose materials or require all trucks to maintain at least two feet of freeboard (i.e., the minimum required space between the top of the load and the top of the trailer).
- c. All visible mud or dirt track-out onto adjacent public roads shall be removed using wet power vacuum street sweepers at least once per day. The use of dry power sweeping is prohibited.
- d. Limit vehicle speeds on unpaved roads to 15 miles per hour.
- e. All demolition activities (if any) shall be suspended when average wind speeds exceed 20 mph.
- f. All trucks and equipment, including tires, shall be washed off prior to leaving the site.
- g. Site accesses to a distance of 100 feet from the paved road shall be treated with a 6 to 12 inch compacted layer of wood chips, mulch, or gravel.

When Required: During construction

Initial Approval: N/A

Monitoring/Inspection: Bureau of Building

17. Criteria Air Pollutant Controls - Construction Related

Requirement: The project applicant shall implement all of the following applicable basic control measures for criteria air pollutants during construction of the project as applicable:

- a. Idling times on all diesel-fueled commercial vehicles over 10,000 lbs. shall be minimized either by shutting equipment off when not in use or reducing the maximum idling time to two minutes (as required by the California airborne toxics control measure Title 13, Section 2485, of the California Code of Regulations). Clear signage to this effect shall be provided for construction workers at all access points.
- b. Idling times on all diesel-fueled off-road vehicles over 25 horsepower shall be minimized either by shutting equipment off when not in use or reducing the maximum idling time to two minutes and fleet operators must develop a written policy as required by Title 23, Section 2449, of the California Code of Regulations (“California Air Resources Board Off-Road Diesel Regulations”).
- c. All construction equipment shall be maintained and properly tuned in accordance with the manufacturer’s specifications. All equipment shall be checked by a certified mechanic and determined to be running in proper condition prior to operation. Equipment check documentation should be kept at the construction site and be available for review by the City and the Bay Area Air Quality District as needed.
- d. Portable equipment shall be powered by grid electricity if available. If electricity is not available, propane or natural gas generators shall be used if feasible. Diesel engines shall only be used if grid electricity is not available and propane or natural gas generators cannot meet the electrical demand.
- e. Low VOC (i.e., ROG) coatings shall be used that comply with BAAQMD Regulation 8, Rule 3: Architectural Coatings.
- f. All equipment to be used on the construction site shall comply with the requirements of Title 13, Section 2449, of the California Code of Regulations (“California Air Resources Board Off-Road Diesel Regulations”) and upon request by the City (and the Air District if specifically requested), the project applicant shall provide written documentation that fleet requirements have been met.

When Required: During construction

Initial Approval: N/A

Monitoring/Inspection: Bureau of Building

18. Tree Removal During Bird Breeding Season

Requirement: To the extent feasible, removal of any tree and/or other vegetation suitable for nesting of birds shall not occur during the bird breeding season of February 1 to August 15 (or during December 15 to August 15 for trees located in or near marsh, wetland, or aquatic habitats). If tree removal must occur during the bird breeding season, all trees to be removed shall be surveyed by a qualified biologist to verify the presence or absence of nesting raptors or other birds. Pre-removal surveys shall be conducted within 15 days prior to the start of work and shall be submitted to the City for review and approval. If the survey indicates the potential presence of nesting raptors or other birds, the biologist shall determine an appropriately sized buffer around the nest in which no work will be allowed until the young have successfully fledged. The size of the nest buffer will be determined by the biologist in consultation with the California Department of Fish and Wildlife, and will be based to a large extent on the nesting species and its sensitivity to disturbance. In general, buffer sizes of 200 feet for raptors and 50 feet for other birds should suffice to prevent disturbance to birds nesting in the urban environment, but these buffers may be increased or decreased, as appropriate, depending on the bird species and the level of disturbance anticipated near the nest.

When Required: Prior to removal of trees

Initial Approval: Bureau of Planning

Monitoring/Inspection: Bureau of Building

19. Tree Permit

a. **Tree Permit Required**

Requirement: Pursuant to the City's Tree Protection Ordinance (OMC chapter 12.36), the project applicant shall obtain a tree permit and abide by the conditions of that permit.

When Required: Prior to approval of construction-related permit

Initial Approval: Permit approval by Public Works Department, Tree Division; evidence of approval submitted to Bureau of Building

Monitoring/Inspection: Bureau of Building

b. **Tree Protection During Construction**

Requirement: Adequate protection shall be provided during the construction period for any trees which are to remain standing, including the following, plus any recommendations of an arborist:

- i. Before the start of any clearing, excavation, construction, or other work on the site, every protected tree deemed to be potentially endangered by said site work shall be securely fenced off at a distance from the base of the tree to be determined by the project's consulting arborist. Such fences shall remain in place for duration of all such work. All trees to be removed shall be clearly marked. A scheme shall be established for the removal and disposal of logs, brush, earth and other debris which will avoid injury to any protected tree.
- ii. Where proposed development or other site work is to encroach upon the protected perimeter of any protected tree, special measures shall be incorporated to allow the roots to breathe and obtain water and nutrients. Any excavation, cutting, filling, or compaction of the existing ground surface within the protected perimeter shall be minimized. No change in existing ground level shall occur within a distance to be determined by the project's consulting arborist from the base of any protected tree at any time. No burning or use of equipment with an open flame shall occur near or within the protected perimeter of any protected tree.
- iii. No storage or dumping of oil, gas, chemicals, or other substances that may be harmful to trees shall occur within the distance to be determined by the project's consulting arborist from the base of any protected trees, or any other location on the site from which such substances might enter the protected perimeter. No heavy construction equipment or construction materials shall be operated or stored within a distance from the base of any protected trees to be determined by the project's consulting arborist. Wires, ropes, or other devices shall not be attached to any protected tree, except as needed for support of the tree. No sign, other than a tag showing the botanical classification, shall be attached to any protected tree.
- iv. Periodically during construction, the leaves of protected trees shall be thoroughly sprayed with water to prevent buildup of dust and other pollution that would inhibit leaf transpiration.
- v. If any damage to a protected tree should occur during or as a result of work on the site, the project applicant shall immediately notify the Public Works Department and the project's consulting arborist shall make a recommendation to the City Tree Reviewer as to whether the damaged tree can be preserved. If, in the professional opinion of the Tree Reviewer, such tree cannot be preserved in a healthy state, the Tree Reviewer shall require replacement of any tree removed with another tree or trees on the same site deemed adequate by the Tree Reviewer to compensate for the loss of the tree that is removed.
- vi. All debris created as a result of any tree removal work shall be removed by the project applicant from the property within two weeks of debris creation, and such debris shall be properly disposed of by the project applicant in accordance with all applicable laws, ordinances, and regulations.

When Required: During construction

Initial Approval: Public Works Department, Tree Division

Monitoring/Inspection: Bureau of Building

c. **Tree Replacement Plantings**

Requirement: Replacement plantings shall be required for tree removals for the purposes of erosion control, groundwater replenishment, visual screening, wildlife habitat, and preventing excessive loss of shade, in accordance with the following criteria:

- i. No tree replacement shall be required for the removal of nonnative species, for the removal of trees which is required for the benefit of remaining trees, or where insufficient planting area exists for a mature tree of the species being considered.
- ii. Replacement tree species shall consist of *Sequoia sempervirens* (Coast Redwood), *Quercus agrifolia* (Coast Live Oak), *Arbutus menziesii* (Madrone), *Aesculus californica* (California Buckeye), *Umbellularia californica* (California Bay Laurel), or other tree species acceptable to the Tree Division.
- iii. Replacement trees shall be at least twenty-four (24) inch box size, unless a smaller size is recommended by the arborist, except that three fifteen (15) gallon size trees may be substituted for each twenty-four (24) inch box size tree where appropriate.
- iv. Minimum planting areas must be available on site as follows:
 - a. For *Sequoia sempervirens*, three hundred fifteen (315) square feet per tree;
 - b. For other species listed, seven hundred (700) square feet per tree.
- v. In the event that replacement trees are required but cannot be planted due to site constraints, an in lieu fee in accordance with the City's Master Fee Schedule may be substituted for required replacement plantings, with all such revenues applied toward tree planting in city parks, streets and medians.
- vi. The project applicant shall install the plantings and maintain the plantings until established. The Tree Reviewer of the Tree Division of the Public Works Department may require a landscape plan showing the replacement plantings and the method of irrigation. Any replacement plantings which fail to become established within one year of planting shall be replanted at the project applicant's expense.

When Required: Prior to building permit final

Initial Approval: Public Works Department, Tree Division

Monitoring/Inspection: Bureau of Building

20. Archaeological and Paleontological Resources – Discovery During Construction

Requirement: Pursuant to CEQA Guidelines section 15064.5(f), in the event that any historic or prehistoric subsurface cultural resources are discovered during ground disturbing activities, all work within 50 feet of the resources shall be halted and the project applicant shall notify the City and consult with a qualified archaeologist or paleontologist, as applicable, to assess the significance of the find. In the case of discovery of paleontological resources, the assessment shall be done in accordance with the Society of Vertebrate Paleontology standards. If any find is determined to be significant, appropriate avoidance measures recommended by the consultant and approved by the City must be followed unless avoidance is determined unnecessary or infeasible by the City. Feasibility of avoidance shall be determined with consideration of factors such as the nature of the find, project design, costs, and other considerations. If avoidance is unnecessary or infeasible, other appropriate measures (e.g., data recovery, excavation) shall be instituted. Work may proceed on other parts of the project site while measures for the cultural resources are implemented.

In the event of data recovery of archaeological resources, the project applicant shall submit an Archaeological Research Design and Treatment Plan (ARDTP) prepared by a qualified archaeologist for review and approval by the City. The ARDTP is required to identify how the proposed data recovery program would preserve the significant information the archaeological resource is expected to contain. The ARDTP shall identify the scientific/historic research questions applicable to the expected resource, the data classes the resource is expected to possess, and how the expected data classes would address the applicable research questions. The ARDTP shall include the analysis and specify the curation and storage methods. Data recovery, in general, shall be limited to the portions of the archaeological resource that could be impacted by the proposed project. Destructive data recovery methods shall not be applied to portions of the archaeological resources if nondestructive methods are practicable. Because the intent of the

ARDTP is to save as much of the archaeological resource as possible, including moving the resource, if feasible, preparation and implementation of the ARDTP would reduce the potential adverse impact to less than significant. The project applicant shall implement the ARDTP at his/her expense.

In the event of excavation of paleontological resources, the project applicant shall submit an excavation plan prepared by a qualified paleontologist to the City for review and approval. All significant cultural materials recovered shall be subject to scientific analysis, professional museum curation, and/or a report prepared by a qualified paleontologist, as appropriate, according to current professional standards and at the expense of the project applicant.

When Required: During construction

Initial Approval: N/A

Monitoring/Inspection: Bureau of Building

21. Human Remains – Discovery During Construction

Requirement: Pursuant to CEQA Guidelines section 15064.5(e)(1), in the event that human skeletal remains are uncovered at the project site during construction activities, all work shall immediately halt and the project applicant shall notify the City and the Alameda County Coroner. If the County Coroner determines that an investigation of the cause of death is required or that the remains are Native American, all work shall cease within 50 feet of the remains until appropriate arrangements are made. In the event that the remains are Native American, the City shall contact the California Native American Heritage Commission (NAHC), pursuant to subdivision (c) of section 7050.5 of the California Health and Safety Code. If the agencies determine that avoidance is not feasible, then an alternative plan shall be prepared with specific steps and timeframe required to resume construction activities. Monitoring, data recovery, determination of significance, and avoidance measures (if applicable) shall be completed expeditiously and at the expense of the project applicant.

When Required: During construction

Initial Approval: N/A

Monitoring/Inspection: Bureau of Building

22. Construction-Related Permit(s)

Requirement: The project applicant shall obtain all required construction-related permits/approvals from the City. The project shall comply with all standards, requirements and conditions contained in construction-related codes, including but not limited to the Oakland Building Code and the Oakland Grading Regulations, to ensure structural integrity and safe construction.

When Required: Prior to approval of construction-related permit

Initial Approval: Bureau of Building

Monitoring/Inspection: Bureau of Building

23. Soils Report

Requirement: The project applicant shall submit a soils report prepared by a registered geotechnical engineer for City review and approval. The soils report shall contain, at a minimum, field test results and observations regarding the nature, distribution and strength of existing soils, and recommendations for appropriate grading practices and project design. The project applicant shall implement the recommendations contained in the approved report during project design and construction.

When Required: Prior to approval of construction-related permit

Initial Approval: Bureau of Building

Monitoring/Inspection: Bureau of Building

24. Hazardous Materials Related to Construction

Requirement: The project applicant shall ensure that Best Management Practices (BMPs) are implemented by the contractor during construction to minimize potential negative effects on groundwater, soils, and human health. These shall include, at a minimum, the following:

- a. Follow manufacturer's recommendations for use, storage, and disposal of chemical products used in construction;
- b. Avoid overtopping construction equipment fuel gas tanks;
- c. During routine maintenance of construction equipment, properly contain and remove grease and oils;
- d. Properly dispose of discarded containers of fuels and other chemicals;
- e. Implement lead-safe work practices and comply with all local, regional, state, and federal requirements concerning lead (for more information refer to the Alameda County Lead Poisoning Prevention Program); and
- f. If soil, groundwater, or other environmental medium with suspected contamination is encountered unexpectedly during construction activities (e.g., identified by odor or visual staining, or if any underground storage tanks, abandoned drums or other hazardous materials or wastes are encountered), the project applicant shall cease work in the vicinity of the suspect material, the area shall be secured as necessary, and the applicant shall take all appropriate measures to protect human health and the environment. Appropriate measures shall include notifying the City and applicable regulatory agency(ies) and implementation of the actions described in the City's Standard Conditions of Approval, as necessary, to identify the nature and extent of contamination. Work shall not resume in the area(s) affected until the measures have been implemented under the oversight of the City or regulatory agency, as appropriate.

When Required: During construction

Initial Approval: N/A

Monitoring/Inspection: Bureau of Building

25. Fire Safety Phasing Plan

Requirement: The project applicant shall submit a Fire Safety Phasing Plan for City review and approval, and shall implement the approved Plan. The Fire Safety Phasing Plan shall include all of the fire safety features and emergency vehicle access incorporated into each phase of the project and the schedule for implementation of the features.

When Required: Prior to approval of construction-related permit

Initial and Revision Approval: Oakland Fire Department

Monitoring/Inspection: Bureau of Building

26. Designated Very High Fire Severity Zone – Vegetation Management

a. Vegetation Management Plan Required

Requirement: The project applicant shall submit a Vegetation Management Plan for City review and approval, and shall implement the approved Plan prior to, during, and after construction of the project. The Vegetation Management Plan may be combined with the Landscape Plan otherwise required by the Conditions of Approval. The Vegetation Management Plan shall include, at a minimum, the following measures:

- i. Removal of all tree branches and vegetation that overhang the horizontal building roof line and chimney areas within 10 feet vertically;
- ii. Removal of leaves and needles from roofs and rain gutters;
- iii. Planting and placement of fire-resistant plants around the house and phasing out flammable vegetation, however, ornamental vegetation shall not be planted within 5 feet of the foundation of the residential structure;
- iv. Trimming back vegetation around windows;
- v. Removal of flammable vegetation on hillside slopes greater than 20%; Defensible space requirements shall clear all hillsides of non-ornamental vegetation within 30 feet of the residential structure on slopes of 5% or less, within 50 feet on slopes of 5 to 20% and within 100 feet or to the property line on slopes greater than 20%.
- vi. All trees shall be pruned up at least ¼ the height of the tree from the ground at the base of the trunk;
- vii. Clearing out ground-level brush and debris; and All non-ornamental plants, seasonal weeds & grasses, brush, leaf litter and debris within 30 feet of the residential structure shall be cut, raked and removed from the parcel.
- viii. Stacking woodpiles away from structures at least 20 feet from residential structures.

ix. If a biological report, prepared by a qualified biologist and reviewed by the Bureau of Planning, identifies threatened or endangered species on the parcel, the Vegetation Management Plan shall include islands of habitat refuge for the species noted on a site plan and appropriate fencing for the species shall be installed. Clearing of vegetation within these islands of refuge shall occur solely for the purpose of fire suppression within a designated Very High Fire Severity Zone and only upon the Fire Code Official approving specific methods and timeframes for clearing that take into account the specific flora and fauna species.

When Required: Prior to approval of construction-related permit

Initial Approval: Oakland Fire Department

Monitoring/Inspection: Oakland Fire Department

b. Fire Safety Prior to Construction

Requirement: The project plans shall specify that prior to construction, the project applicant shall ensure that the project contractor cuts, rakes and removes all combustible ground level vegetation project to a height of 6” or less from the construction, access and staging areas to reduce the threat of fire ignition per Sections 304.1.1 and 304.1.2 of the California Fire Code.

When Required: Prior to approval of construction-related permit

Initial Approval: Oakland Fire Department

Monitoring/Inspection: Oakland Fire Department

c. Fire Safety During Construction

Requirement: The project applicant shall require the construction contractor to implement spark arrestors on all construction vehicles and equipment to minimize accidental ignition of dry construction debris and surrounding dry vegetation. Per section 906 of the California Fire Code, during construction, the contractor shall have at minimum three (3) type 2A10BC fire extinguishers present on the job site, with current SFM service tags attached and these extinguishers shall be deployed in the immediate presence of workers for use in the event of an ignition.

When Required: During construction

Initial Approval: N/A

Monitoring/Inspection: Bureau of Building

d. Smoking Prohibition

Requirement: The project applicant shall require the construction contractor to implement a no smoking policy on the site and surrounding area during construction per Section 310.8 of the California Fire Code.

When Required: During construction

Initial Approval: N/A

Monitoring/Inspection: Bureau of Building and Oakland Fire Department

27. Site Design Measures to Reduce Stormwater Runoff

Requirement: Pursuant to Provision C.3 of the Municipal Regional Stormwater Permit issued under the National Pollutant Discharge Elimination System (NPDES), the project applicant is encouraged to incorporate appropriate site design measures into the project to reduce the amount of stormwater runoff. These measures may include, but are not limited to, the following:

- a. Minimize impervious surfaces, especially directly connected impervious surfaces and surface parking areas;
- b. Utilize permeable paving in place of impervious paving where appropriate;
- c. Cluster structures;
- d. Direct roof runoff to vegetated areas;
- e. Preserve quality open space; and
- f. Establish vegetated buffer areas.

When Required: Ongoing

Initial Approval: N/A

Monitoring/Inspection: N/A

28. Source Control Measures to Limit Stormwater Pollution

Requirement: Pursuant to Provision C.3 of the Municipal Regional Stormwater Permit issued under the National Pollutant Discharge Elimination System (NPDES), the project applicant is encouraged to incorporate appropriate source control measures to limit pollution in stormwater runoff. These measures may include, but are not limited to, the following:

- a. Stencil storm drain inlets “No Dumping – Drains to Bay;”
- b. Minimize the use of pesticides and fertilizers;
- c. Cover outdoor material storage areas, loading docks, repair/maintenance bays and fueling areas;
- d. Cover trash, food waste, and compactor enclosures; and
- e. Plumb the following discharges to the sanitary sewer system, subject to City approval:
 - i. Discharges from indoor floor mats, equipment, hood filter, wash racks, and, covered outdoor wash racks for restaurants;
 - ii. Dumpster drips from covered trash, food waste, and compactor enclosures;
 - iii. Discharges from outdoor covered wash areas for vehicles, equipment, and accessories;
 - iv. Swimming pool water, if discharge to on-site vegetated areas is not feasible; and
 - v. Fire sprinkler test water, if discharge to on-site vegetated areas is not feasible.

When Required: Ongoing

Initial Approval: N/A

Monitoring/Inspection: N/A

29. NPDES C.3 Stormwater Requirements for Small Projects

Requirement: Pursuant to Provision C.3 of the Municipal Regional Stormwater Permit issued under the National Pollutant Discharge Elimination System (NPDES), the project applicant shall incorporate one or more of the following site design measures into the project:

- a. Direct roof runoff into cisterns or rain barrels for reuse;
- b. Direct roof runoff onto vegetated areas;
- c. Direct runoff from sidewalks, walkways, and/or patios onto vegetated areas;
- d. Direct runoff from driveways and/or uncovered parking lots onto vegetated areas;
- e. Construct sidewalks, walkways, and/or patios with permeable surfaces; or
- f. Construct bike lanes, driveways, and/or uncovered parking lots with permeable surfaces.

The project drawings submitted for construction-related permits shall include the proposed site design measure(s) and the approved measure(s) shall be installed during construction. The design and installation of the measure(s) shall comply with all applicable City requirements.

When Required: Prior to approval of construction-related permit

Initial Approval: Bureau of Planning; Bureau of Building

Monitoring/Inspection: Bureau of Building

30. Vegetation Management on Creekside Properties

Requirement: The project applicant shall comply with the following requirements when managing vegetation prior to, during, and after construction of the project:

- a. Identify and leave “islands” of vegetation in order to prevent erosion and landslides and protect habitat;
- b. Trim tree branches from the ground up (limbing up) and leave tree canopy intact;
- c. Leave stumps and roots from cut down trees to prevent erosion;
- d. Plant fire-appropriate, drought-tolerant, preferably native vegetation;
- e. Provide erosion and sediment control protection if cutting vegetation on a steep slope;
- f. Fence off sensitive plant habitats and creek areas if implementing goat grazing for vegetation management;
- g. Obtain a Tree Permit before removing a Protected Tree (any tree 9 inches diameter at breast height (dbh) or greater and any oak tree 4 inches dbh or greater, except eucalyptus and Monterey pine);

- h. Do not clear-cut vegetation. This can lead to erosion and severe water quality problems and destroy important habitat;
- i. Do not remove vegetation within 20 feet of the top of the creek bank. If the top of bank cannot be identified, do not cut within 50 feet of the centerline of the creek or as wide a buffer as possible between the creek centerline and the development;
- j. Do not trim/prune branches that are larger than 4 inches in diameter;
- k. Do not remove tree canopy;
- l. Do not dump cut vegetation in the creek;
- m. Do not cut tall shrubbery to less than 3 feet high; and
- n. Do not cut short vegetation (e.g., grasses, ground-cover) to less than 6 inches high.

When Required: Ongoing

Initial Approval: N/A

Monitoring/Inspection: Bureau of Building

31. Creek Protection Plan

a. Creek Protection Plan Required

Requirement: The project applicant shall submit a Creek Protection Plan for review and approval by the City. The Plan shall be included with the set of project drawings submitted to the City for site improvements and shall incorporate the contents required under section 13.16.150 of the Oakland Municipal Code including Best Management Practices (“BMPs”) during construction and after construction to protect the creek. Required BMPs are identified below in sections (b), (c), and (d).

When Required: Prior to approval of construction-related permit

Initial Approval: Bureau of Planning

Monitoring/Inspection: N/A

b. Construction BMPs

Requirement: The Creek Protection Plan shall incorporate all applicable erosion, sedimentation, debris, and pollution control BMPs to protect the creek during construction. The measures shall include, but are not limited to, the following:

- i. On sloped properties, the downhill end of the construction area must be protected with silt fencing (such as sandbags, filter fabric, silt curtains, etc.) and hay bales oriented parallel to the contours of the slope (at a constant elevation) to prevent erosion into the creek.
- ii. The project applicant shall implement mechanical and vegetative measures to reduce erosion and sedimentation, including appropriate seasonal maintenance. One hundred (100) percent biodegradable erosion control fabric shall be installed on all graded slopes to protect and stabilize the slopes during construction and before permanent vegetation gets established. All graded areas shall be temporarily protected from erosion by seeding with fast growing annual species. All bare slopes must be covered with staked tarps when rain is occurring or is expected.
- iii. Minimize the removal of natural vegetation or ground cover from the site in order to minimize the potential for erosion and sedimentation problems. Maximize the replanting of the area with native vegetation as soon as possible.
- iv. All work in or near creek channels must be performed with hand tools and by a minimum number of people. Immediately upon completion of this work, soil must be repacked and native vegetation planted.
- v. Install filter materials (such as sandbags, filter fabric, etc.) acceptable to the City at the storm drain inlets nearest to the project site prior to the start of the wet weather season (October 15); site dewatering activities; street washing activities; saw cutting asphalt or concrete; and in order to retain any debris flowing into the City storm drain system. Filter materials shall be maintained and/or replaced as necessary to ensure effectiveness and prevent street flooding.

- vi. Ensure that concrete/granite supply trucks or concrete/plaster finishing operations do not discharge wash water into the creek, street gutters, or storm drains.
- vii. Direct and locate tool and equipment cleaning so that wash water does not discharge into the creek.
- viii. Create a contained and covered area on the site for storage of bags of cement, paints, flammables, oils, fertilizers, pesticides, or any other materials used on the project site that have the potential for being discharged to the creek or storm drain system by the wind or in the event of a material spill. No hazardous waste material shall be stored on site.
- ix. Gather all construction debris on a regular basis and place it in a dumpster or other container which is emptied or removed at least on a weekly basis. When appropriate, use tarps on the ground to collect fallen debris or splatters that could contribute to stormwater pollution.
- x. Remove all dirt, gravel, refuse, and green waste from the sidewalk, street pavement, and storm drain system adjoining the project site. During wet weather, avoid driving vehicles off paved areas and other outdoor work.
- xi. Broom sweep the street pavement adjoining the project site on a daily basis. Caked-on mud or dirt shall be scraped from these areas before sweeping. At the end of each workday, the entire site must be cleaned and secured against potential erosion, dumping, or discharge to the creek, street, gutter, or storm drains.
- xii. All erosion and sedimentation control measures implemented during construction activities, as well as construction site and materials management shall be in strict accordance with the control standards listed in the latest edition of the Erosion and Sediment Control Field Manual published by the Regional Water Quality Control Board (RWQCB).
- xiii. Temporary fencing is required for sites without existing fencing between the creek and the construction site and shall be placed along the side adjacent to construction (or both sides of the creek if applicable) at the maximum practical distance from the creek centerline. This area shall not be disturbed during construction without prior approval of the City.

When Required: Prior to approval of construction-related permit

Initial Approval: Bureau of Planning

Monitoring/Inspection: N/A

c. Post-Construction BMPs

Requirement: The project shall not result in a substantial increase in stormwater runoff volume or velocity to the creek or storm drains. The Creek Protection Plan shall include site design measures to reduce the amount of impervious surface to maximum extent practicable. New drain outfalls shall include energy dissipation to slow the velocity of the water at the point of outflow to maximize infiltration and minimize erosion.

When Required: Prior to approval of construction-related permit

Initial Approval: Bureau of Planning

Monitoring/Inspection: N/A

d. Creek Landscaping

Requirement: The project applicant shall include final landscaping details for the site on the Creek Protection Plan, or on a Landscape Plan, for review and approval by the City. Landscaping information shall include a planting schedule, detailing plant types and locations, and a system to ensure adequate irrigation of plantings for at least one growing season.

Plant and maintain only drought-tolerant plants on the site where appropriate as well as native and riparian plants in and adjacent to riparian corridors. Along the riparian corridor, native plants shall not be disturbed to the maximum extent feasible. Any areas disturbed along the riparian corridor shall be replanted with mature native riparian vegetation and be maintained to ensure survival.

When Required: Prior to approval of construction-related permit

Initial Approval: Bureau of Planning

Monitoring/Inspection: N/A

e. Creek Protection Plan Implementation

Requirement: The project applicant shall implement the approved Creek Protection Plan during and after construction. During construction, all erosion, sedimentation, debris, and pollution control measures shall be monitored regularly by the project applicant. The City may require that a qualified consultant (paid for by the project applicant) inspect the control measures and submit a written report of the adequacy of the control measures to the City. If measures are deemed inadequate, the project applicant shall develop and implement additional and more effective measures immediately.

When Required: During construction; ongoing

Initial Approval: N/A

Monitoring/Inspection: Bureau of Building

32. Construction Days/Hours

Requirement: The project applicant shall comply with the following restrictions concerning construction days and hours:

- a. Construction activities are limited to between 7:00 a.m. and 7:00 p.m. Monday through Friday, except that pier drilling and/or other extreme noise generating activities greater than 90 dBA shall be limited to between 8:00 a.m. and 4:00 p.m.
- b. Construction activities are limited to between 9:00 a.m. and 5:00 p.m. on Saturday. In residential zones and within 300 feet of a residential zone, construction activities are allowed from 9:00 a.m. to 5:00 p.m. only within the interior of the building with the doors and windows closed. No pier drilling or other extreme noise generating activities greater than 90 dBA are allowed on Saturday.
- c. No construction is allowed on Sunday or federal holidays.

Construction activities include, but are not limited to, truck idling, moving equipment (including trucks, elevators, etc.) or materials, deliveries, and construction meetings held on-site in a non-enclosed area.

Any construction activity proposed outside of the above days and hours for special activities (such as concrete pouring which may require more continuous amounts of time) shall be evaluated on a case-by-case basis by the City, with criteria including the urgency/emergency nature of the work, the proximity of residential or other sensitive uses, and a consideration of nearby residents'/occupants' preferences. The project applicant shall notify property owners and occupants located within 300 feet at least 14 calendar days prior to construction activity proposed outside of the above days/hours. When submitting a request to the City to allow construction activity outside of the above days/hours, the project applicant shall submit information concerning the type and duration of proposed construction activity and the draft public notice for City review and approval prior to distribution of the public notice.

When Required: During construction

Initial Approval: N/A

Monitoring/Inspection: Bureau of Building

33. Construction Noise

Requirement: The project applicant shall implement noise reduction measures to reduce noise impacts due to construction. Noise reduction measures include, but are not limited to, the following:

- a. Equipment and trucks used for project construction shall utilize the best available noise control techniques (e.g., improved mufflers, equipment redesign, use of intake silencers, ducts, engine enclosures and acoustically-attenuating shields or shrouds) wherever feasible.
- b. Except as provided herein, impact tools (e.g., jack hammers, pavement breakers, and rock drills) used for project construction shall be hydraulically or electrically powered to avoid noise associated with compressed air exhaust from pneumatically powered tools. However, where use of pneumatic tools is unavoidable, an exhaust muffler on the compressed air exhaust shall be used; this muffler can lower noise levels from the exhaust by up to about 10 dBA. External jackets on the tools themselves shall be used, if such jackets are commercially available, and this could achieve a reduction of 5 dBA. Quieter procedures shall be used, such

- as drills rather than impact equipment, whenever such procedures are available and consistent with construction procedures.
- c. Applicant shall use temporary power poles instead of generators where feasible.
 - d. Stationary noise sources shall be located as far from adjacent properties as possible, and they shall be muffled and enclosed within temporary sheds, incorporate insulation barriers, or use other measures as determined by the City to provide equivalent noise reduction.
 - e. The noisiest phases of construction shall be limited to less than 10 days at a time. Exceptions may be allowed if the City determines an extension is necessary and all available noise reduction controls are implemented.

When Required: During construction

Initial Approval: N/A

Monitoring/Inspection: Bureau of Building

34. Extreme Construction Noise

a. Construction Noise Management Plan Required

Requirement: Prior to any extreme noise generating construction activities (e.g., pier drilling, pile driving and other activities generating greater than 90dBA), the project applicant shall submit a Construction Noise Management Plan prepared by a qualified acoustical consultant for City review and approval that contains a set of site-specific noise attenuation measures to further reduce construction impacts associated with extreme noise generating activities. The project applicant shall implement the approved Plan during construction. Potential attenuation measures include, but are not limited to, the following:

- i. Erect temporary plywood noise barriers around the construction site, particularly along on sites adjacent to residential buildings;
- ii. Implement “quiet” pile driving technology (such as pre-drilling of piles, the use of more than one pile driver to shorten the total pile driving duration), where feasible, in consideration of geotechnical and structural requirements and conditions;
- iii. Utilize noise control blankets on the building structure as the building is erected to reduce noise emission from the site;
- iv. Evaluate the feasibility of noise control at the receivers by temporarily improving the noise reduction capability of adjacent buildings by the use of sound blankets for example and implement such measure if such measures are feasible and would noticeably reduce noise impacts; and
- v. Monitor the effectiveness of noise attenuation measures by taking noise measurements.

When Required: Prior to approval of construction-related permit

Initial Approval: Bureau of Building

Monitoring/Inspection: Bureau of Building

b. Public Notification Required

Requirement: The project applicant shall notify property owners and occupants located within 300 feet of the construction activities at least 14 calendar days prior to commencing extreme noise generating activities. Prior to providing the notice, the project applicant shall submit to the City for review and approval the proposed type and duration of extreme noise generating activities and the proposed public notice. The public notice shall provide the estimated start and end dates of the extreme noise generating activities and describe noise attenuation measures to be implemented.

When Required: During construction

Initial Approval: Bureau of Building

Monitoring/Inspection: Bureau of Building

35. Operational Noise

Requirement: Noise levels from the project site after completion of the project (i.e., during project operation) shall comply with the performance standards of chapter 17.120 of the Oakland Planning Code and chapter 8.18 of the

Oakland Municipal Code. If noise levels exceed these standards, the activity causing the noise shall be abated until appropriate noise reduction measures have been installed and compliance verified by the City.

When Required: Ongoing

Initial Approval: N/A

Monitoring/Inspection: Bureau of Building

36. Affordable Housing Impact Fee

Requirement: The project applicant shall comply with the requirements of the City of Oakland Affordable Housing Impact Fee Ordinance (chapter 15.72 of the Oakland Municipal Code).

When Required: Prior to issuance of building permit; subsequent milestones pursuant to ordinance

Initial Approval: Bureau of Building

Monitoring/Inspection: N/A

37. Capital Improvements Impact Fee

Requirement: The project applicant shall comply with the requirements of the City of Oakland Capital Improvements Fee Ordinance (chapter 15.74 of the Oakland Municipal Code).

When Required: Prior to issuance of building permit

Initial Approval: Bureau of Building

Monitoring/Inspection: N/A

38. Construction Activity in the Public Right-of-Way

a. Obstruction Permit Required

Requirement: The project applicant shall obtain an obstruction permit from the City prior to placing any temporary construction-related obstruction in the public right-of-way, including City streets, sidewalks, bicycle facilities, and bus stops.

When Required: Prior to approval of construction-related permit

Initial Approval: Department of Transportation

Monitoring/Inspection: Department of Transportation

b. Traffic Control Plan Required

Requirement: In the event of obstructions to vehicle or bicycle travel lanes, bus stops, or sidewalks, the project applicant shall submit a Traffic Control Plan to the City for review and approval prior to obtaining an obstruction permit. The project applicant shall submit evidence of City approval of the Traffic Control Plan with the application for an obstruction permit. The Traffic Control Plan shall contain a set of comprehensive traffic control measures for auto, transit, bicycle, and pedestrian accommodations (or detours, if accommodations are not feasible), including detour signs if required, lane closure procedures, signs, cones for drivers, and designated construction access routes. The Traffic Control Plan shall be in conformance with the City's Supplemental Design Guidance for Accommodating Pedestrians, Bicyclists, and Bus Facilities in Construction Zones. The project applicant shall implement the approved Plan during construction.

Initial Approval: Department of Transportation

Monitoring/Inspection: Department of Transportation

c. Repair of City Streets

Requirement: The project applicant shall repair any damage to the public right-of way, including streets and sidewalks, caused by project construction at his/her expense within one week of the occurrence of the damage (or excessive wear), unless further damage/excessive wear may continue; in such case, repair shall occur prior to approval of the final inspection of the construction-related permit. All damage that is a threat to public health or safety shall be repaired immediately.

When Required: Prior to building permit final

Initial Approval: N/A

Monitoring/Inspection: Department of Transportation

39. Transportation Impact Fee

Requirement: The project applicant shall comply with the requirements of the City of Oakland Transportation Impact Fee Ordinance (chapter 15.74 of the Oakland Municipal Code).

When Required: Prior to issuance of building permit

Initial Approval: Bureau of Building

Monitoring/Inspection: N/A

40. Construction and Demolition Waste Reduction and Recycling

Requirement: The project applicant shall comply with the City of Oakland Construction and Demolition Waste Reduction and Recycling Ordinance (chapter 15.34 of the Oakland Municipal Code) by submitting a Construction and Demolition Waste Reduction and Recycling Plan (WRRP) for City review and approval, and shall implement the approved WRRP. Projects subject to these requirements include all new construction, renovations/alterations/modifications with construction values of \$50,000 or more (except R-3 type construction), and all demolition (including soft demolition) except demolition of type R-3 construction. The WRRP must specify the methods by which the project will divert construction and demolition debris waste from landfill disposal in accordance with current City requirements. The WRRP may be submitted electronically at www.greenhalosystems.com or manually at the City's Green Building Resource Center. Current standards, FAQs, and forms are available on the City's website and in the Green Building Resource Center.

When Required: Prior to approval of construction-related permit

Initial Approval: Public Works Department, Environmental Services Division

Monitoring/Inspection: Public Works Department, Environmental Services Division

41. Underground Utilities

Requirement: The project applicant shall place underground all new utilities serving the project and under the control of the project applicant and the City, including all new gas, electric, cable, and telephone facilities, fire alarm conduits, street light wiring, and other wiring, conduits, and similar facilities. The new facilities shall be placed underground along the project's street frontage and from the project structures to the point of service. Utilities under the control of other agencies, such as PG&E, shall be placed underground if feasible. All utilities shall be installed in accordance with standard specifications of the serving utilities.

When Required: During construction

Initial Approval: N/A

Monitoring/Inspection: Bureau of Building

42. Green Building Requirements

a. Compliance with Green Building Requirements During Plan-Check

Requirement: The project applicant shall comply with the requirements of the California Green Building Standards (CALGreen) mandatory measures and the applicable requirements of the City of Oakland Green Building Ordinance (chapter 18.02 of the Oakland Municipal Code).

- i. The following information shall be submitted to the City for review and approval with the application for a building permit:
 - Documentation showing compliance with Title 24 of the current version of the California Building Energy Efficiency Standards.
 - Completed copy of the final green building checklist approved during the review of the Planning and Zoning permit.

- Copy of the Unreasonable Hardship Exemption, if granted, during the review of the Planning and Zoning permit.
 - Permit plans that show, in general notes, detailed design drawings, and specifications as necessary, compliance with the items listed in subsection (ii) below.
 - Copy of the signed statement by the Green Building Certifier approved during the review of the Planning and Zoning permit that the project complied with the requirements of the Green Building Ordinance.
 - Signed statement by the Green Building Certifier that the project still complies with the requirements of the Green Building Ordinance, unless an Unreasonable Hardship Exemption was granted during the review of the Planning and Zoning permit.
 - Other documentation as deemed necessary by the City to demonstrate compliance with the Green Building Ordinance.
- ii. The set of plans in subsection (i) shall demonstrate compliance with the following:
- CALGreen mandatory measures.
 - **Green Building points** per the appropriate checklist approved during the Planning entitlement process.
 - All green building points identified on the checklist approved during review of the Planning and Zoning permit, unless a Request for Revision Plan-check application is submitted and approved by the Bureau of Planning that shows the previously approved points that will be eliminated or substituted.
 - The required green building point minimums in the appropriate credit categories.

When Required: Prior to approval of construction-related permit

Initial Approval: Bureau of Building

Monitoring/Inspection: N/A

b. Compliance with Green Building Requirements During Construction

Requirement: The project applicant shall comply with the applicable requirements of CALGreen and the Oakland Green Building Ordinance during construction of the project.

The following information shall be submitted to the City for review and approval:

- i. Completed copies of the green building checklists approved during the review of the Planning and Zoning permit and during the review of the building permit.
- ii. Signed statement(s) by the Green Building Certifier during all relevant phases of construction that the project complies with the requirements of the Green Building Ordinance.
- iii. Other documentation as deemed necessary by the City to demonstrate compliance with the Green Building Ordinance.

When Required: During construction

Initial Approval: N/A

Monitoring/Inspection: Bureau of Building

c. Compliance with Green Building Requirements After Construction

Requirement: Prior to the finaling the Building Permit, the Green Building Certifier shall submit the appropriate documentation to City staff and attain the minimum required point level.

When Required: Prior to Final Approval

Initial Approval: Bureau of Planning

Monitoring/Inspection: Bureau of Building

43. Water Efficient Landscape Ordinance (WELo)

Requirement: The project applicant shall comply with California's Water Efficient Landscape Ordinance (WELo) in order to reduce landscape water usage. For the specific ordinance requirements, see the link below:

<http://www.water.ca.gov/wateruseefficiency/landscapeordinance/docs/Title%202023%20extract%20-%20Official%20CCR%20pages.pdf>

For any landscape project with an aggregate (total noncontiguous) landscape area equal to 2,500 sq. ft. or less, the project applicant may implement either the Prescriptive Measures or the Performance Measures, of, and in accordance with the California's Model Water Efficient Landscape Ordinance. For any landscape project with an aggregate (total noncontiguous) landscape area over 2,500 sq. ft., the project applicant shall implement the Performance Measures in accordance with the WELO.

- a. **Prescriptive Measures:** Prior to construction, the project applicant shall submit the Project Information (detailed below) and documentation showing compliance with Appendix D of California's Model Water Efficient Landscape Ordinance (see website below starting on page 38.14(g) in the link above):
- b. **Performance Measures:** Prior to construction, the project applicant shall prepare and submit a Landscape Documentation Package for review and approval, which includes the following
 - i. Project Information:
 - Date,
 - Applicant and property owner name,
 - Project address,
 - Total landscape area,
 - Project type (new, rehabilitated, cemetery, or home owner installed),
 - Water supply type and water purveyor,
 - Checklist of documents in the package,
 - Project contacts, and
 - Applicant signature and date with the statement: "I agree to comply with the requirements of the water efficient landscape ordinance and submit a complete Landscape Documentation Package."
 - ii. Water Efficient Landscape Worksheet
 - Hydrozone Information Table
 - Water Budget Calculations with Maximum Applied Water Allowance (MAWA) and Estimated Total Water Use
 - iii. Soil Management Report
 - iv. Landscape Design Plan
 - v. Irrigation Design Plan, and
 - vi. Grading Plan

Upon installation of the landscaping and irrigation systems, and prior to the final of a construction-related permit, the Project applicant shall submit a Certificate of Completion (see page 38.6 in the link above) and landscape and irrigation maintenance schedule for review and approval by the City. The Certificate of Completion shall also be submitted to the local water purveyor and property owner or his or her designee.

For the specific requirements within the Water Efficient Landscape Worksheet, Soil Management Report, Landscape Design Plan, Irrigation Design Plan and Grading Plan, see the link below:

When Required: Prior to approval of construction-related permit

Initial Approval: Bureau of Planning

Monitoring/Inspection: Bureau of Building

44. Permeable Pavers

Requirement: The applicant shall install permeable pavers or other permeable materials on the driveway, patio A, and courtyard to implement the required site design measures.

When Required: Prior to approval of construction-related permit

Initial Approval: Bureau of Planning

Monitoring/Inspection: Bureau of Building

Applicant Statement

I have read and accept responsibility for the Conditions of Approval. I agree to abide by and conform to the Conditions of Approval, as well as to all provisions of the Oakland Planning Code and Oakland Municipal Code pertaining to the project.

Name of Project Applicant

Signature of Project Applicant

Date

From: [Ifeoma Adams](#)
To: [Klein, Heather](#); [Merkamp, Robert](#); [Payne, Catherine](#)
Subject: Fw: Appeal - Building Design Review
Date: Monday, November 27, 2023 3:22:13 PM
Attachments: [Easement and PLAT..pdf](#)
[First American Title report - large parcel.pdf](#)
[Vested Tentative map.pdf](#)
[posted signs, 13175 Skyline.pdf](#)
[Appeal - Design Review.pdf](#)
[Attachment to Appeal Form - Building Design Review.pdf](#)

Resending all parties to make sure compliance with email submission.

Ifeoma Adams

----- Forwarded Message -----

From: Ifeoma Adams <ifeomaadams@yahoo.com>
To: Heather Klein <hklein@oaklandca.gov>
Sent: Monday, November 27, 2023 at 11:20:15 AM PST
Subject: Appeal - Building Design Review

Heather

Attached is the appeal: It includes.

1. The appeal form, duly signed.
2. Attachment detailing basis of appeal.
3. The legal document - easement agreement
4. Title report showing easements.
5. Vested Tentative map
6. Posted signs

Thank you

ifeoma adams
510-693-5015



**CITY OF OAKLAND
 APPEAL FORM
 FOR DECISION TO PLANNING COMMISSION, CITY
 COUNCIL OR HEARING OFFICER**

PROJECT INFORMATION

Case No. of Appealed Project: PLN 21243 and CP23077
 Project Address of Appealed Project: 13175 Skyline Boulevard (also known as 13193 Skyline Boulevard)
 Assigned Case Planner/City Staff: Heather Klein

APPELLANT INFORMATION:

Printed Name: IFEOMA ADAMS Phone Number: 510 693-5015
 Mailing Address: 87 Maritime Terr Alternate Contact Number: 510 517 5967
 City/Zip Code Hercules 94547 Representing: _____
 Email: ifeomadams@yahoo.com

An appeal is hereby submitted on:

AN ADMINISTRATIVE DECISION (APPEALABLE TO THE CITY PLANNING COMMISSION OR HEARING OFFICER)

YOU MUST INDICATE ALL THAT APPLY:

- Approving an application on an Administrative Decision
- Denying an application for an Administrative Decision
- Administrative Determination or Interpretation by the Zoning Administrator
- Other (please specify) 17.136.050(A), OPC Title 17, CA Govt Code 65863

Please identify the specific Administrative Decision/Determination Upon Which Your Appeal is Based Pursuant to the Oakland Municipal and Planning Codes listed below:

- Administrative Determination or Interpretation (OPC Sec. 17.132.020)
- Determination of General Plan Conformity (OPC Sec. 17.01.080)
- Design Review (OPC Sec. 17.136.080)
- Small Project Design Review (OPC Sec. 17.136.130)
- Minor Conditional Use Permit (OPC Sec. 17.134.060)
- Minor Variance (OPC Sec. 17.148.060)
- Tentative Parcel Map (OMC Section 16.304.100)
- Certain Environmental Determinations (OPC Sec. 17.158.220)
- Creek Protection Permit (OMC Sec. 13.16.450)
- Creek Determination (OMC Sec. 13.16.460)
- City Planner's determination regarding a revocation hearing (OPC Sec. 17.152.080)
- Hearing Officer's revocation/impose or amend conditions (OPC Sec. 17.152.150 &/or 17.156.160)
- Other (please specify) 17.136.050(A), OPC Title 17, CA Govt Code 65863

(Continued on reverse)

CA

(Continued)

- A DECISION OF THE CITY PLANNING COMMISSION (APPEALABLE TO THE CITY COUNCIL)** Granting an application to: **OR** Denying an application to:

YOU MUST INDICATE ALL THAT APPLY:

Pursuant to the Oakland Municipal and Planning Codes listed below:

- Major Conditional Use Permit (OPC Sec. 17.134.070)
- Major Variance (OPC Sec. 17.148.070)
- Design Review (OPC Sec. 17.136.090)
- Tentative Map (OMC Sec. 16.32.090)
- Planned Unit Development (OPC Sec. 17.140.070)
- Environmental Impact Report Certification (OPC Sec. 17.158.220F)
- Rezoning, Landmark Designation, Development Control Map, Law Change (OPC Sec. 17.144.070)
- Revocation/impose or amend conditions (OPC Sec. 17.152.160)
- Revocation of Deemed Approved Status (OPC Sec. 17.156.170)
- Other (please specify) Residential Design Review Criteria
17.136.070 A

FOR ANY APPEAL: An appeal in accordance with the sections of the Oakland Municipal and Planning Codes listed above shall state specifically wherein it is claimed there was an error or abuse of discretion by the Zoning Administrator, other administrative decisionmaker or Commission (Advisory Agency) or wherein their/its decision is not supported by substantial evidence in the record, or in the case of Rezoning, Landmark Designation, Development Control Map, or Law Change by the Commission, shall state specifically wherein it is claimed the Commission erred in its decision. The appeal must be accompanied by the required fee pursuant to the City's Master Fee Schedule.

You must raise each and every issue you wish to appeal on this Appeal Form (or attached additional sheets). Failure to raise each and every issue you wish to challenge/appeal on this Appeal Form (or attached additional sheets), and provide supporting documentation along with this Appeal Form, may preclude you from raising such issues during your appeal and/or in court. However, the appeal will be limited to issues and/or evidence presented to the decision-maker prior to the close of the public hearing/comment period on the matter.

The appeal is based on the following: *(Attach additional sheets as needed.)*

See Appeal letter attached

Supporting Evidence or Documents Attached. *(The appellant must submit all supporting evidence along with this Appeal Form; however, the appeal will be limited evidence presented to the decision-maker prior to the close of the public hearing/comment period on the matter.)*

Attached

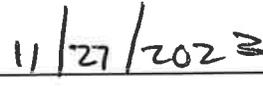
(Continued on reverse)

CA

(Continued)



Signature of Appellant or Representative of
Appealing Organization



Date

TO BE COMPLETED BY STAFF BASED ON APPEAL TYPE AND APPLICABLE FEE

APPEAL FEE: \$ _____

Fees are subject to change without prior notice. The fees charged will be those that are in effect at the time of application submittal. All fees are due at submittal of application.

Below For Staff Use Only

Date/Time Received Stamp Below:

Cashier's Receipt Stamp Below:

ATTACHEMENT - APPEAL 11/27/2023

Dear Zoning Administrators:

The Emergency Vehicular Access Easement Agreement, (EVAE) is between the owners of)

- 37A-3141-1-15 – Exhibit B, the 13.66-acre Appellant property, and
- 37A-3142-35 – Exhibit A, the 4.3-acre subject property – 13175/13193 Skyline Blvd.

The Area of easement is described in Exhibit C, with 40 ft fronting Skyline Blvd. The exact alignment is to be determined at the final design stage, and once approved, a new easement agreement will be entered into and recorded. Exhibit C is 2.91 acres more or less.

This agreement is a legal document, is binding and inures to the benefit of the respective successors, assigns, heirs, executors and administrators of each party.

The Appellant property

The Appellant property has easements in its title report - **the First American Title Report dated August 29, 2019**, benefiting 37A-3141-1-15, some of which are listed below -

1	1994-150527	40 ft easement in exchange for given acreage	37A-3142-35 impacted
	2000-301842	expansion of above 40 ft easement	
	2000-348187	expansion of above 40 ft easement	
	2008-074584	Final expansion and enlarged of above 40 ft easement, recorded as Parcel Three of Title report	
2	2004-104991	An Emergency Vehicular Access Easement agreement (EVAE) was signed in 2002 and recorded in 2004. This was to inure to the benefit of successors. It is 40 ft fronting Skyline Blvd	37A-3142-35 impacted

At no point was Easement #2004-104991 abandoned. Drawing a line to split lot 37A-3142-35 did not abandon the easement.

The submitted Vesting Tentative Parcel Map shows a setback of the anticipated residence, and it actually has approved building plan from that location.

The Applicant and his agent were informed about the easement prior to purchase of the property and proceeded to design a home in a different location that violates the EVAE right of the appellant parcel owner.

Subject property – Applicant

The subject property is the 2.38 part of the 4.3 acre in the EVAE agreement, with assigned APN 037A 3142 04800. The Area of easement is described in Exhibit C, with 40 ft fronting Skyline Blvd. The exact alignment is to be determined at the final design stage, and once approved, a new easement agreement will be entered into and recorded. (No such agreement was entered into)

The easement instrument 2004-104991 is a legal agreement, an instrument that benefits the 13.66 appellant property. There is no change to this, easement was not abandoned, the lot split providing separate APN to the two split lots has no impact on the easement.

Appellant Title report – (Chicago Title Report) -

- Shows only PM 9998 reference. No attached legal description

PM 9998

Recorded the lot split of the 4.38 acres into 2.38 and 1.94 and used to provide separate APNs – 037A 3142 04800 for the 2.38 part. There was no new legal description drawn. The legal description remains the legal description for 37A-3142-35 accompanying PM 9998 to show the line for the lot split.

My appeal is based on the following .

The footprint of the building design is located right on top of the recorded 2004 Emergency Vehicular Access Easement right of my property. The current location of the design is at a location where the 40ft setbacks would not be workable. This

easement entered into in 2002 and recorded 3/11/2004, was not abandoned nor was a new agreement reached, was not impacted by PM 9998 as claimed by the City and applicant

The error or abuse of discretion in this case is as follows:

- The City Zoning does not seem to recognize the existence of easement #2004-104991, stating it to be undetermined, claiming that the PLN 14062/TPM 9998 which approved lot split in July 2014 essentially amended the 2002 Agreement. The 2014 lot split did not and could not amend the EVAE easement # 2004-104991. The easement that was recorded with PM 9998 was the 40ft wide easement that came with the lot line adjustment from 1994 and recorded as instrument # 1994-50527.
 - **EVAE easement # 2004-104991 remains unchanged.**
- The city attaches the decision letter as evidence. There is no such evidence in the letter. TPM 9998 did not amend the 2002 EVAE agreement. It did not address it. It was intended to show the lot lines for the 13175 lot split to include some extended boundaries recorded as instrument number 2000 301842, 2000-348187, final expansion **2008-074584**.
- There is absolutely no evidence that the EVAE instrument # 2004-104991 was meant to be abandoned. in fact, it stated that the exact alignment is to be determined at the final design stage, and once approved, a new easement agreement will be entered into and recorded.
- The City may be confused with two separate easements.

The Zoning Manager also failed to recognize or acknowledge that the Appellant's First American title report presented, still shows on page 3 of 17, the existence of the easement and the several easements on the property. This title report is dated 2019, after the 2014 lot line split.

APN 037A 3142 04800, the 2.38 part of the split cannot stand alone in terms of legal description but must be accompanied by the legal description for 037A 3142 35, and the Zoning manager needs to take that into account.

The Applicant and his agent were informed about the Emergency Vehicular Access easement prior to purchase of the property, had the responsibility to inform their title company for due diligence, chose not to do so, and proceeded to design a home in a different location that violates the EVAE right of the appellant parcel owner.

CONCLUSION

- Easement # #2004-104991 exists, as described in Exhibit C, of Easement agreement, unchanged by lot split, and supported by the easement agreement, and the Appellant First American Title report. It does not have to be shown on the lot split PM 9998 to continue to be in existence, as it was never amended, or changed or abandoned.
- Easement #1994-150527 is duly reflected on PM 9998.

I hereby request that the Design for the building unit be rejected to allow applicant and appellant opportunity to come up with a setback workable location per the rights of the appellant, along the line set in the Vesting Tentative Parcel Map

The easement agreement is binding, inures to the benefit of respective successors, assigns, heirs, executors and administrators of each party.

Signed: *Ifeoma Adams*

Attachments:

- Easement agreement
- First American Title report
- Tentative Vesting Parcel map
- Posted signs on parcel



2004104991

03/11/2004 04:17 PM

OFFICIAL RECORDS OF ALAMEDA COUNTY
PATRICK O'CONNELL
RECORDING FEE: 28.00



8 PGS

Recording Requested By
And When Recorded Return to:

~~Alfred Covington, Jr.~~
~~13175 Skyline Blvd.~~
~~Oakland, CA 94619~~

Collin and Ogo Mbanugo
90 Skyway Lane
Oakland, CA 94619

B02
8
fw

EASEMENT AGREEMENT

This agreement is entered into as of this 29th day of March, 2002, by and between Alfred Covington Jr., ("Covington") on the one hand and Collin A. Mbanugo and Ogo S. Mbanugo, as husband and wife, (collectively, "Mbanugo") on the other hand. Mbanugo and Covington shall collectively be referred to as the Parties.

RECITALS

Whereas, Covington is the owner of that certain real property located in the City of Oakland, County of Alameda, State of California commonly described as APN-37A-3142-35 ("Covington Property") and in Exhibit "A" attached hereto and incorporated herein; and

Whereas Mbanugo is the owner of that certain real property located in the City of Oakland, County of Alameda, State of California commonly described as APN-37A-3141-1-15 ("Mbanugo property") and in Exhibit "B" attached hereto and incorporated herein; and

Whereas, Covington has agreed to grant an easement affecting a portion of the Covington Property, as described in Exhibit "C". (Exhibit "C" Property); and

Whereas, Mbanugo desires and intends to acquire certain rights in the Covington Property for themselves and their Successors in interest.

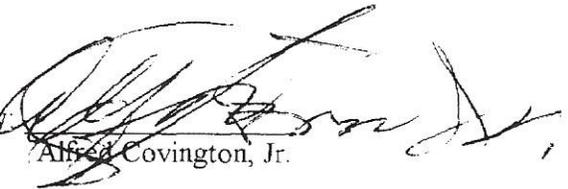
Now, Therefore it is agreed as follows:

1. For good and valuable consideration, Covington hereby grants to Mbanugo, an easement affecting the Exhibit "C" Property attached hereto and incorporated herein. The purpose of the Easement is for Construction and maintenance of an emergency vehicular access roadway, to be placed at some location in the Exhibit "C" Property.

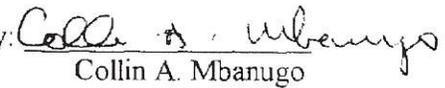
The exact alignment of the roadway will be determined at the final design stage. Once the final design is approved by the city, a new Easement Agreement will be entered into and recorded reflecting the final design location and the exact property encompassing the Forty feet wide easement. The emergency vehicular access roadway will serve proposed subdivision for the Mbanugo property. Construction in the easement will involve soil excavation and backfill, alteration of existing topography, erection of retaining walls and bridge.

2. This agreement contains the entire agreement between the parties regarding the rights and responsibilities set forth herein.
3. This agreement shall be binding on and shall inure to the benefit of the respective Successors, assigns, heirs, executors and administrators of each party.

DATED: March 29, 2002

By 
Alfred Covington, Jr.

DATED: March 29, 2002

By 
Collin A. Mbanugo

DATED: March 29, 2002

By 
Ogo S. Mbanugo

EXHIBIT A

PORTION of the land shown on Record of Survey, Portion of American Trust Company Property, Oakland, Alameda County, California, filed July 19, 1947, in Licensed Survey Book 2, Pages 37, 38, 39 and 40, in the office of the County Recorder of Alameda County, described as follows:

COMMENCING at the point of intersection of the Southwestern line of Skyline Boulevard with the Brother's Line, as the said Boulevard and line are shown on said Record of Survey, and running thence along the said line of Skyline Boulevard, northwesterly along the arc of a circle, to the right, with a radius of 670 feet a distance of 186.19 feet to the ACTUAL POINT OF BEGINNING OF THIS DESCRIPTION, from which said point the center of said mentioned circle bears north $79^{\circ} 15' 55''$ east; thence from said ACTUAL POINT OF BEGINNING, continuing along said line of Skyline Boulevard, northwesterly along the arc of said circle, to the right; with a radius of 670 feet, a distance of 90 feet; thence tangent to said mentioned circle, north $03^{\circ} 02' 18''$ west, 297.44 feet; thence leaving said Southwestern line, south $40^{\circ} 02' 58''$ west, 340.79 feet; thence south $54^{\circ} 14' 20''$ west, 275 feet; south $38^{\circ} 00' 12''$ east, 249.25 feet; thence $53^{\circ} 42' 39''$ east, 391.44 feet to the point of beginning.

A portion of the American Trust Company property, shown on record of survey filed January 20, 1947, Book 2 of Surveys, Pages 22 to 26, inclusive, Alameda County Records, described as follows:

Beginning at a point of the southeasterly line of the lands shown on said Record of Survey distant thereon south $50^{\circ} 35' 03''$ west 330 feet from the intersection of said line with the southwesterly line of Skyline Boulevard; thence continuing along that southwesterly line south $50^{\circ} 35' 03''$ west 200 feet; thence north $37^{\circ} 22' 04''$ west 270 feet; thence north $30^{\circ} 02' 34''$ east 212.34 feet, thence south $38^{\circ} 00' 12''$ east 344.44 feet, more or less, to the point of beginning.

CONTAINING 4.30 acres, more or less

APN: 37A-3142-35

EXHIBIT "A"

CITY OF OAKLAND

EXHIBIT BPARCEL ONE:

PORTION OF THE AMERICAN TRUST COMPANY PROPERTY SHOWN ON RECORD OF SURVEY FILED JANUARY 20, 1947, BOOK 2 OF SURVEYS, PAGES 22 TO 26, INCLUSIVE, ALAMEDA COUNTY RECORDS, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE SOUTHEASTERLY LINE OF THE LANDS SHOWN ON SAID RECORD OF SURVEY, DISTANT SOUTH 50° 35' 03" WEST, 630 FEET FROM THE INTERSECTION OF SAID LINE WITH THE SOUTHWESTERLY LINE OF SKYLINE BOULEVARD; THENCE ALONG THE SOUTHWESTERLY AND SOUTHEASTERLY LINES OF SAID RECORD OF SURVEY, NORTH 37° 22' 04" WEST, 463.21 FEET, AND SOUTH 54° 14' 20" WEST, 735.90 FEET TO THE NORTHEASTERLY LINE OF THAT CERTAIN PARCEL DESCRIBED FIRSTLY IN THE DEED TO THE CITY OF OAKLAND, RECORDED SEPTEMBER 5, 1947, BOOK 5212 OR, PAGE 58 (AB-76547); THENCE LEAVING THE SOUTHEASTERLY LINE OF SAID RECORD OF SURVEY AND CONTINUING ALONG THE NORTHEASTERLY, EASTERLY AND SOUTHERLY LINES OF SAID PARCEL FIRSTLY DESCRIBED IN SAID DEED TO THE CITY OF OAKLAND, NORTH 34° 41' 43" WEST, 54 FEET; NORTH 50° 35' 58" WEST, 106 FEET; NORTH 28° 39' 26" WEST, 86.69 FEET; NORTH 24° 56' 13" WEST, 167.52 FEET; NORTH 15° 48' 09" WEST, 89.73 FEET; NORTH 20° 35' 32" EAST, 157.98 FEET; NORTH 44° 04' 33" EAST, 65.37 FEET; NORTH 70° 54' 23" EAST, 151.56 FEET; NORTH 74° 33' 13" EAST, 317.94 FEET; NORTH 65° 04' 72" EAST, 119.95 FEET; AND NORTH 49° 56' 51" EAST, 209.15 FEET TO THE SOUTHWESTERLY CORNER OF THAT CERTAIN PARCEL DESCRIBED IN THE DEED TO DOUGLAS A. SWANSON, ET UX, RECORDED APRIL 5, 1955, BOOK 7620 OR, PAGE 377 (AK-36889); THENCE ALONG THE SOUTHWESTERLY LINE OF THE PARCEL DESCRIBED IN THE DEED TO DOUGLAS A. SWANSON, ET UX, RECORDED NOVEMBER 23, 1955, BOOK 7857, OR, PAGE 189 (AK-128576), SOUTH 38° 11' 43" EAST, 436.12 FEET TO THE SOUTHWESTERLY CORNER OF THE PARCEL DESCRIBED IN THE DEED TO WILLIAM L. MOFFETT, ET UX, RECORDED NOVEMBER 2, 1955, BOOK 7832 OR, PAGE 487 (AK-118998); THENCE ALONG THE SOUTHWESTERLY LINE OF SAID LAST MENTIONED PARCEL AND THE PARCEL DESCRIBED IN THE DEED TO JOHN VISSER, JR., RECORDED JULY 19, 1956, BOOK 8094 OR, PAGE 335 (AL-765898), SOUTH 38° 00' 12" EAST, 444.25 FEET TO THE SOUTHEASTERLY LINE OF SAID RECORD OF SURVEY REFERRED TO HEREIN; THENCE SOUTH 50° 35' 03" WEST, 300 FEET, MORE OR LESS, TO THE POINT OF BEGINNING.

EXCEPTING THEREFROM, THAT PORTION THEREOF CONVEYED TO ALFRED COVINGTON, JR. AND ROSE LEE COVINGTON, HIS WIFE, AS JOINT TENANTS, BY GRANT DEED RECORDED APRIL 18, 1994, SERIES NO. 94150528, ALAMEDA COUNTY RECORDS, DESCRIBED AS FOLLOWS:

A PORTION OF THE AMERICAN TRUST COMPANY PROPERTY, SHOWN ON RECORD OF SURVEY FILED JANUARY 20, 1947, BOOK 2 OF SURVEYS, PAGES 22 TO 26, INCLUSIVE, ALAMEDA COUNTY RECORDS, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE SOUTHEASTERLY LINE OF THE LANDS SHOWN ON SAID RECORD OF SURVEY, DISTANT THEREON SOUTH 50° 35' 03" WEST, 330 FEET FROM THE INTERSECTION OF SAID LINE WITH THE SOUTHWESTERLY LINE OF SKYLINE BOULEVARD; THENCE CONTINUING ALONG THAT SOUTHWESTERLY LINE, SOUTH 50° 35' 03" WEST, 200 FEET; THENCE NORTH 37° 22' 04" WEST, 270 FEET; THENCE NORTH 30° 02' 34" EAST 212.34 FEET; THENCE SOUTH 38° 00' 12" EAST, 344.44 FEET, MORE OR LESS, TO THE POINT OF BEGINNING.

PARCEL TWO:

AN EASEMENT FOR EXCAVATION, BACKFILL AND GRADING FOR CONSTRUCTION AND MAINTENANCE OF AN ACCESS ROADWAY OVER THE SOUTHEASTERLY 25 FEET OF PARCELS A AND

DESCRIPTION

Page 2

Order No. 343836 JAM

B OF PARCEL MAP NO. 5363, FILED MARCH 1, 1989, IN BOOK 182 OF MAPS, AT PAGE 70 THEREOF, ALAMEDA COUNTY RECORDS.

PARCEL THREE:

AN EASEMENT FOR CONSTRUCTION AND MAINTENANCE OF AN ACCESS ROADWAY OVER THE NORTHWESTERLY 40 FEET OF THE FOLLOWING DESCRIBED PROPERTY:

A PORTION OF THE LAND SHOWN ON RECORD OF SURVEY, PORTION OF AMERICAN TRUST COMPANY PROPERTY, OAKLAND, ALAMEDA COUNTY, CALIFORNIA, FILED JULY 19, 1947, IN LICENSED SURVEY BOOK 2, PAGES 37, 38, 39 AND 40, IN THE OFFICE OF THE COUNTY RECORDER OF ALAMEDA COUNTY, DESCRIBED AS FOLLOWS:

COMMENCING AT THE POINT OF INTERSECTION OF THE SOUTHWESTERLY LINE OF SKYLINE BOULEVARD WITH THE BROTHER'S LINE, AS SAID BOULEVARD AND LINE ARE SHOWN ON SAID RECORD OF SURVEY; AND RUNNING THENCE ALONG SAID LINE OF SKYLINE BOULEVARD, NORTHWESTERLY ALONG THE ARC OF A CIRCLE TO THE RIGHT WITH A RADIUS OF 670 FEET, A DISTANCE OF 186.19 FEET TO THE ACTUAL POINT OF BEGINNING OF THIS DESCRIPTION, FROM WHICH POINT THE CENTER OF SAID MENTIONED CIRCLE BEARS NORTH 79° 15' 55" EAST; THENCE FROM SAID ACTUAL POINT OF BEGINNING, CONTINUING ALONG SAID LINE OF SKYLINE BOULEVARD, NORTHWESTERLY ALONG THE ARC OF SAID CIRCLE TO THE RIGHT WITH A RADIUS OF 670 FEET, A DISTANCE OF 90 FEET; THENCE TANGENT TO SAID MENTIONED CIRCLE, NORTH 03° 02' 18" WEST, 297.44 FEET; THENCE LEAVING SAID SOUTHWESTERN LINE, SOUTH 40° 02' 58" WEST, 340.79 FEET; THENCE SOUTH 54° 14' 20" WEST, 275 FEET; SOUTH 38° 00' 12" EAST, 249.25 FEET; THENCE NORTH 53° 42' 39" EAST, 391.44 FEET TO THE POINT OF BEGINNING.

ASSESSOR'S PARCEL NO. 037A-3141-001-15 (13.66 acres)

Marvin Smitherman
Civil Engineering • Land Planning • Surveying

EXHIBIT C

AREA FOR FUTURE 40' WIDE EMERGENCY VEHICLE ACCESS EASEMENT
(EXACT LOCATION TO BE DETERMINED)

All that real property situate in the City of Oakland, County of Alameda, State of California, described as follows:

Being a portion of the land shown on Record of Survey, Portion of American Trust Company Property, Oakland, Alameda County, California, filed July 19, 1947, in Licensed Survey Book 2, Pages 37, 38, 39 and 40 in the Office of the County Recorder of Alameda County, and being more particularly described as follows:

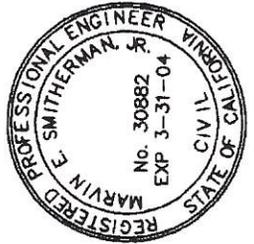
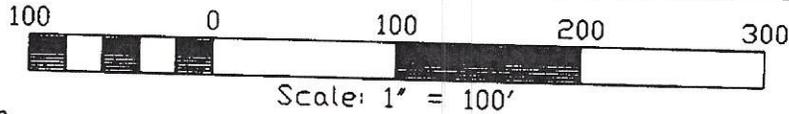
COMMENCING at the point of intersection of the southwesterly line of Skyline Boulevard with the Brother's Line, as said Boulevard and line are shown on said Record of Survey, and running thence along the said line of Skyline Boulevard, northwesterly along the arc of a circle, to the right, with a radius of 670.00 feet a distance of 186.19 feet to the southeasterly line of the property described in EXHIBIT A of the EASEMENT AGREEMENT between Alfred Covington and Rose Lee Covington and Stephen G. McGrath dated May 3, 1993 and recorded in the Alameda County Recorder's Office at series 94150527, said point being the ACTUAL POINT OF BEGINNING OF THIS DESCRIPTION, from which said point the center of said mentioned circle bears North 79 degrees 15 minutes 55 seconds East; thence from said ACTUAL POINT OF BEGINNING, continuing along said line of Skyline Boulevard, being also along the arc of said 670 feet radius curve through a central angle of 3 degrees 51 minutes 23 seconds 45.10 feet to a line drawn parallel and 40.00 feet northwesterly to said southeasterly EXHIBIT "A" EASEMENT AGREEMENT line, thence along said southeasterly EXHIBIT "A" EASEMENT AGREEMENT line South 53 degrees 42 minutes 39 seconds West 177.02 feet; thence North 36 degrees 17 minutes 21 seconds West 206.09 feet to the northwesterly line of the property described in said EXHIBIT "A" EASEMENT AGREEMENT; thence along said northwesterly EXHIBIT "A" EASEMENT AGREEMENT line South 54 degrees 14 minutes 20 seconds West 243.00 feet; thence South 38 degrees 11 minutes 42 seconds East 99.01 feet; thence South 30 degrees 02 minutes 34 seconds West 212.34 feet; thence South 37 degrees 22 minutes 04 seconds East 270.00 feet; thence North 50 degrees 35 minutes 03 seconds East 200.00 feet; thence North 38 degrees 00 minutes 12 seconds West 195.00 feet to said southeasterly EXHIBIT "A" EASEMENT AGREEMENT line; thence along said southeasterly EXHIBIT "A" EASEMENT AGREEMENT line North 53 degrees 42 minutes 39 seconds East 391.44 feet to the ACTUAL POINT OF BEGINNING.

Containing 2.91 acres more or less.

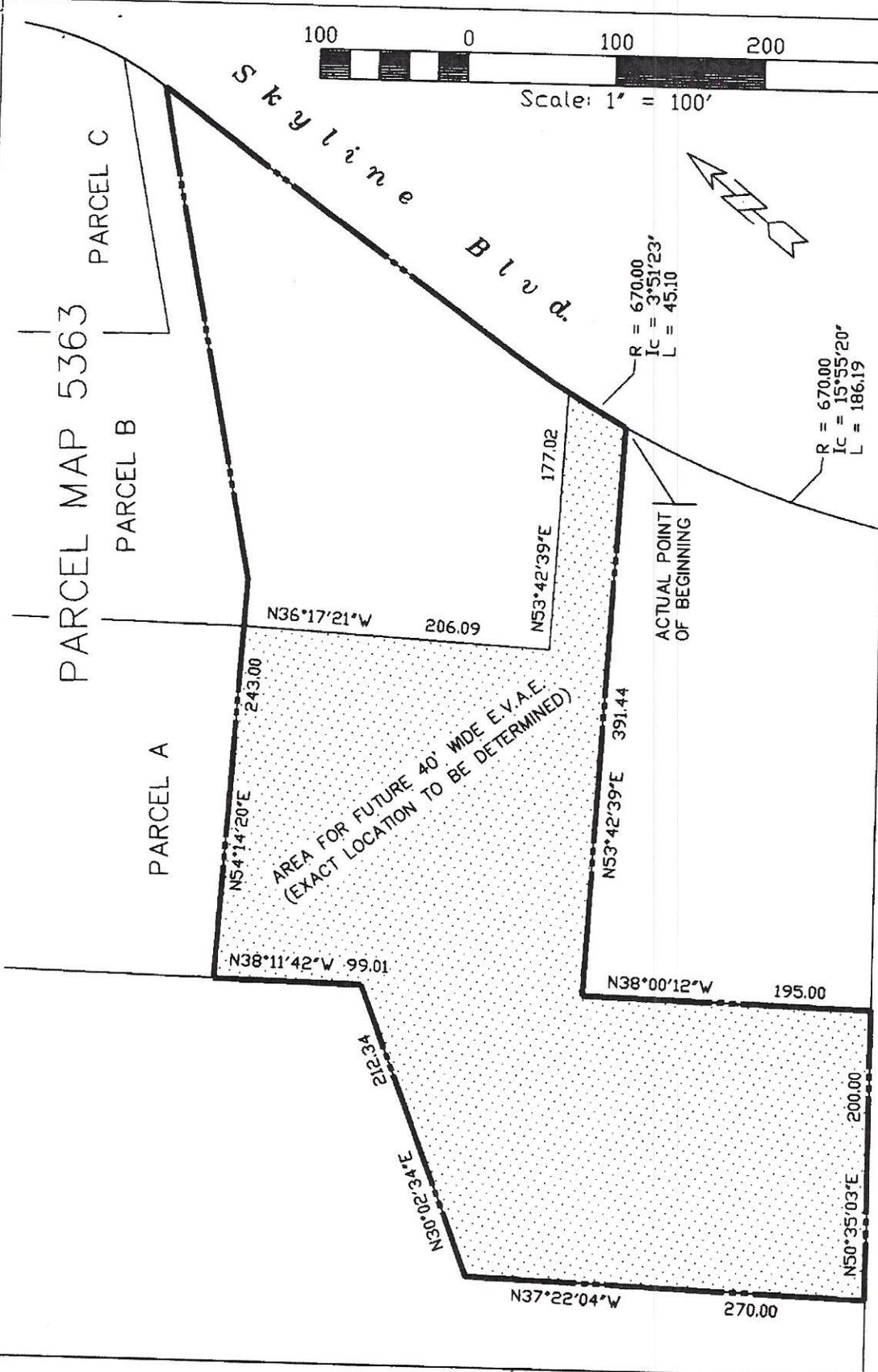


1401 Red Hawk Circle, #J-102
Fremont, CA 94538

Tel/Fax: (510)739-6773
Cell Phone: (510) 453-7989
E-mail: smithrman@jps.net



DESIGNED UNDER THE SUPERVISION OF
Marvin E. Smitherman, Jr. 3/26/02 DATE
 MARVIN E. SMITHERMAN, JR. R.C.E. 30882, CA
 EXPIRES 3-31-2004



LEGEND

EXISTING PROPERTY LINE

AREA FOR FUTURE 40' WIDE E.V.A.E. (EXACT LOCATION TO BE DETERMINED)

EASEMENT EMERGENCY VEHICLE ACCESS

E.V.A.E.

NOTE: THE PROPERTY BOUNDARY LINES SHOWN ON THIS MAP ARE TAKEN FROM RECORD INFORMATION. THIS IS A BOUNDARY SURVEY.

MARVIN SMITHERMAN
 civil engineering land planning surveying
 1401 Red Hawk Circle, Unit J-102 Fremont, CA 94538
 Phone & Fax (510) 739-6773 E-mail smithrnm@jps.net
 Mobil (510) 453-7989

EASEMENT AREA AGREEMENT
COVINGTON PROPERTY
 13175 SKYLINE BLVD. (APN 37A-3142-36-1)
 OAKLAND CALIFORNIA

DATE:	3-26-02
SCALE:	1"=100'
PROJ.	MBANUGO
PAGE	1 OF 1

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

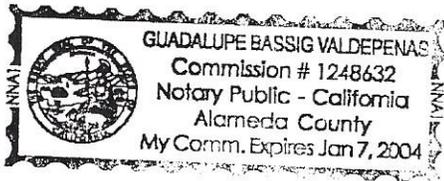
County of Alameda } ss.

On March 29, 2002, before me, Guadalupe Bassig Valdepenas, Notary Public
Date Name and Title of Officer (e.g., Jane Doe, Notary Public)

personally appeared Olford Covington Jr., Collin A. Mbanugo and Vito B. Mbanugo
Name(s) of Signer(s)

- personally known to me
 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.



Place Notary Seal Above

WITNESS my hand and official seal.

Guadalupe Bassig Valdepenas
Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: Encumbrance Agreement

Document Date: March 29, 2002 Number of Pages: 2

Signer(s) Other Than Named Above: none

Capacity(ies) Claimed by Signer

Signer's Name: _____

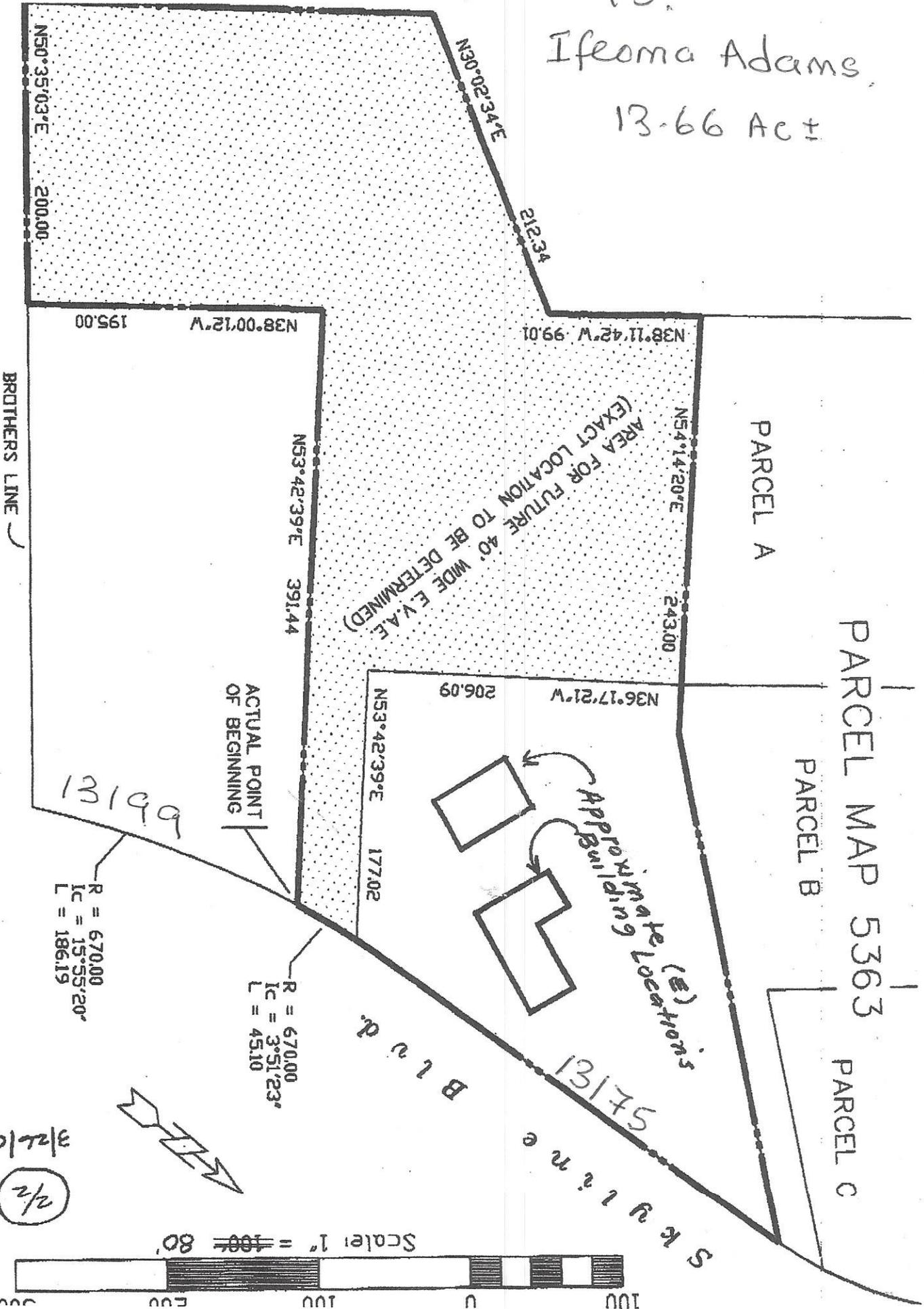
- Individual
 Corporate Officer — Title(s): _____
 Partner — Limited General
 Attorney in Fact
 Trustee
 Guardian or Conservator
 Other: _____

Signer Is Representing: _____

RIGHT THUMBPRINT
 OF SIGNER
 Top of thumb here

APN-37A-3141-1-15

Ifeoma Adams
13-66 Act





First American Title

First American Title Company

4 First American Way
Santa Ana, CA 92707

Order Number: OSA-6050532 (bdaa)

Escrow Officer: Wendy Stewart
Phone: (714)250-3170
Fax No.: (866)417-8030
E-Mail: wstewart@firstam.com

Title Officer: Bob Davies / Ashley Aegerter
Phone: (714)250-3094
Fax No.: (714)913-6388
E-Mail: FAHQ-RA-octitle2@firstam.com

E-Mail Loan Documents to: Lenders please contact the Escrow Officer for email address for sending loan documents.

Owner: Mbanugo Collin A & Ogo E Trs
Property: Vacant Land
Oakland, CA 94608

PRELIMINARY REPORT

In response to the above referenced application for a policy of title insurance, this company hereby reports that it is prepared to issue, or cause to be issued, as of the date hereof, a Policy or Policies of Title Insurance describing the land and the estate or interest therein hereinafter set forth, insuring against loss which may be sustained by reason of any defect, lien or encumbrance not shown or referred to as an Exception below or not excluded from coverage pursuant to the printed Schedules, Conditions and Stipulations of said Policy forms.

The printed Exceptions and Exclusions from the coverage and Limitations on Covered Risks of said policy or policies are set forth in Exhibit A attached. *The policy to be issued may contain an arbitration clause. When the Amount of Insurance is less than that set forth in the arbitration clause, all arbitrable matters shall be arbitrated at the option of either the Company or the Insured as the exclusive remedy of the parties.* Limitations on Covered Risks applicable to the CLTA and ALTA Homeowner's Policies of Title Insurance which establish a Deductible Amount and a Maximum Dollar Limit of Liability for certain coverages are also set forth in Exhibit A. Copies of the policy forms should be read. They are available from the office which issued this report.

Please read the exceptions shown or referred to below and the exceptions and exclusions set forth in Exhibit A of this report carefully. The exceptions and exclusions are meant to provide you with notice of matters which are not covered under the terms of the title insurance policy and should be carefully considered.

It is important to note that this preliminary report is not a written representation as to the condition of title and may not list all liens, defects, and encumbrances affecting title to the land.

This report (and any supplements or amendments hereto) is issued solely for the purpose of facilitating the issuance of a policy of title insurance and no liability is assumed hereby. If it is desired that liability be assumed prior to the issuance of a policy of title insurance, a Binder or Commitment should be requested.

Dated as of August 29, 2019 at 7:30 A.M.

The form of Policy of title insurance contemplated by this report is:

ALTA/CLTA Homeowner's (EAGLE) Policy of Title Insurance (2013) and ALTA Ext Loan Policy 1056.06 (06-17-06) if the land described is an improved residential lot or condominium unit on which there is located a one-to-four family residence; or ALTA Standard Owner's Policy 2006 (WRE 06-17-06) and the ALTA Loan Policy 2006 (06-17-06) if the land described is an unimproved residential lot or condominium unit

A specific request should be made if another form or additional coverage is desired.

Title to said estate or interest at the date hereof is vested in:

COLLIN A. MBANUGO AND OGO E. MBANUGO, TRUSTEES OF THE MBANUGO REVOCABLE TRUST
UNDER AGREEMENT DATED MARCH 14, 1997, SUBJECT TO EXCEPTION NO. 14

The estate or interest in the land hereinafter described or referred to covered by this Report is:

A FEE AS TO PARCEL(S) ONE, AN EASEMENT AS TO PARCEL(S) TWO AND THREE

The Land referred to herein is described as follows:

(See attached Legal Description)

At the date hereof exceptions to coverage in addition to the printed Exceptions and Exclusions in said policy form would be as follows:

1. General and special taxes and assessments for the fiscal year 2019-2020, a lien not yet due or payable.
2. The lien of defaulted taxes for the fiscal year 2013-2014, and any subsequent delinquencies.

Tax Rate Area:	17-001
A. P. No.:	037A-3141-001-15
Amount to redeem:	\$29,064.37
Valid through:	SEPTEMBER 2019
Amount to redeem:	\$29,343.95
Valid through:	OCTOBER 2019

Please contact the tax office to verify the payoff amount.
3. The lien of special tax assessed pursuant to Chapter 2.5 commencing with Section 53311 of the California Government Code for Community Facilities District No. A/C-3, as disclosed by Notice of Special Tax Lien recorded January 31, 2019 as INSTRUMENT NO. 2019-015593 of Official Records.

4. The lien of supplemental taxes, if any, assessed pursuant to Chapter 3.5 commencing with Section 75 of the California Revenue and Taxation Code.
5. The Terms, Provisions and Easement(s) contained in the document entitled "EASEMENT AGREEMENT " recorded March 03, 1993 as INSTRUMENT NO. 1993-070829 of Official Records.
6. The Terms, Provisions and Easement(s) contained in the document entitled "EASEMENT AGREEMENT " recorded April 18, 1994 as INSTRUMENT NO. 1994-150527 of Official Records.
7. The Terms, Provisions and Easement(s) contained in the document entitled "AGREEMENT REGARDING GRANT OF EASEMENT" recorded October 05, 2000 as INSTRUMENT NO. 2000-301842 of Official Records.
8. The Terms, Provisions and Easement(s) contained in the document entitled "EASEMENT AGREEMENT " recorded November 27, 2000 as INSTRUMENT NO. 2000-348187 of Official Records.

A document entitled "GRANT OF EASEMENT" recorded February 26, 2008 as INSTRUMENT NO. 2008-074584 OF OFFICIAL RECORDS.

9. The Terms, Provisions and Easement(s) contained in the document entitled "EASEMENT AGREEMENT " recorded March 11, 2004 as INSTRUMENT NO. 2004-104991 of Official Records.
10. A deed of trust to secure an original indebtedness of \$1,957,500.00 recorded JULY 13, 2007 as INSTRUMENT NO. 2007-259352 OF OFFICIAL RECORDS.

Dated: JULY 10, 2007
Trustor: COLLIN A. MBANUGO AND OGO E. MBANUGO, TRUSTEES OF THE MBANUGO REVOCABLE TRUST UNDER AGREEMENT DATED MARCH 14, 1997; COLLIN A. MBANUGO AND OGO E. MBANUGO HUSBAND AND WIFE
Trustee: FIRST AMERICAN TITLE INSURANCE COMPANY
Beneficiary: PR INVESTOR SERVICES, INC. A WASHINGTON CORPORATION, AS AGENT FOR THE SERIES 2004-A NOTEHOLDERS IN MERIDIAN MORTGAGE INVESTORS FUND VII, LLC A WASHINGTON LIMITED LIABILITY COMPANY, PURSUANT TO THAT CERTAIN ASSIGNMENT AND SECURITY AGREEMENT DATED FEBRUARY 15, 2004

Affects: The land and other property.

A notice of default recorded July 18, 2008 as INSTRUMENT NO. 2008-220558 OF OFFICIAL RECORDS.

A notice of trustee's sale recorded OCTOBER 22, 2008 as INSTRUMENT NO. 2008-305471 OF OFFICIAL RECORDS.

A notice of default recorded SEPTEMBER 05, 2017 as INSTRUMENT NO. 2017-193921 OF OFFICIAL RECORDS.

According to the public records, the beneficial interest under the deed of trust was assigned to CALIFORNIA REAL PROPERTY LENDING, INC., A CALIFORNIA CORPORATION by assignment recorded MARCH 26, 2019 as INSTRUMENT NO. 2019-054050 OF OFFICIAL RECORDS.

Notes:

- a. If this deed of trust is to be eliminated in the policy or policies contemplated by this report/commitment, we will require all of the following prior to the recordation of any documents or the issuance of any policy of title insurance:
 - i. Original note and deed of trust.
 - ii. Payoff demand statement signed by all present beneficiaries.
 - iii. Request for reconveyance signed by all present beneficiaries.
- b. If the payoff demand statement or the request for reconveyance is to be signed by a servicer, we will also require a full copy of the loan servicing agreement executed by all present beneficiaries.
- c. If any of the beneficial interest is presently held by trustees under a trust agreement, we will require a certification pursuant to Section 18100.5 of the California Probate Code in a form satisfactory to the Company

A document recorded AUGUST 08, 2019 as INSTRUMENT NO. 2019-153754 OF OFFICIAL RECORDS provides that MERIDIAN INVESTORS TRUST was substituted as trustee under the deed of trust.

11. A deed of trust to secure an original indebtedness of \$250,000.00 recorded NOVEMBER 01, 2007 as INSTRUMENT NO. 2007-382776 OF OFFICIAL RECORDS.
- Dated: OCTOBER 22, 2007
Trustor: COLLIN & OGO MBANUGO
Trustee: FRONTLINE PROPERTIES, INC, A CALIFORNIA CORPORATION
Beneficiary: FRONTLINE PROPERTIES, INC, A CALIFORNIA CORPORATION

Notes:

- a. If this deed of trust is to be eliminated in the policy or policies contemplated by this report/commitment, we will require all of the following prior to the recordation of any documents or the issuance of any policy of title insurance:
 - i. Original note and deed of trust.
 - ii. Payoff demand statement signed by all present beneficiaries.
 - iii. Request for reconveyance signed by all present beneficiaries.
- b. If the payoff demand statement or the request for reconveyance is to be signed by a servicer, we will also require a full copy of the loan servicing agreement executed by all present beneficiaries.
- c. If any of the beneficial interest is presently held by trustees under a trust agreement, we will require a certification pursuant to Section 18100.5 of the California Probate Code in a form satisfactory to the Company

12. A federal tax lien in favor of the United States of America, recorded July 29, 2014 as INSTRUMENT NO. 2014-187207 OF OFFICIAL RECORDS.

Serial No.: 110360114
Debtor: COLLINS A MBANUGO
Amount: \$67,369.68, and any other amounts due thereunder.

13. A certified copy of a judgment or an abstract thereof, recorded November 17, 2017 as INSTRUMENT NO. 2017-254599 OF OFFICIAL RECORDS.

Court: SUPERIOR COURT OF THE STATE OF CALIFORNIA COUNTY OF ALAMEDA-UNLIMITED JURISDICTION
Case No.: RG16838781
Debtor: COLLIN A. MBANUGO AND OGO E. MBANUGO, TRUSTEES OF THE MBANUGO REVOCABLE TRUST UNDER AGREEMENT DATED MARCH 14, 1997; COLLIN A. MBANUGO, AN INDIVIDUAL; OGO E. MBANUGO, AN INDIVIDUAL; MBANUGO REVOCABLE TRUST UNDER AGREEMENT DATED MARCH 14, 1997; FRONTLINE PROPERTIES, INC.; UNITED STATES OF AMERICA; INTERNAL REVENUE SERVICE; ALAMEDA COUNTY TAX COLLECTOR AND DOES 1 THROUGH 25
Creditor: MARK CALVERT, LIQUIDATING TRUSTEE OF THE MERIDIAN INVESTORS TRUST
Amount: \$149,341.67, and any other amounts due thereunder.

The effect of a document entitled "CORRECTED JUDGMENT OF FORECLOSURE AND ORDER OF SALE", recorded November 27, 2017 as INSTRUMENT NO. 2017-260129 of Official Records.

A writ of sale recorded NOVEMBER 30, 2017 as INSTRUMENT NO. 2017-263529 of Official Records.

Court: SUPERIOR COURT OF CALIFORNIA, COUNTY OF ALAMEDA
Case No.: RG16838781
Debtor: COLLIN A. MBANUGO, OGO E. MBANUGO AND COLLIN A. MBANUGO AND OGO E. MBANUGO TRUSTEES OF THE MBANUGO REVOCABLE TRUST UNDER AGREEMENT DTD MARCH 14, 1997
Creditor: MARK CALVERT
Amount: 1,525,765.04

A writ of sale recorded NOVEMBER 30, 2017 as INSTRUMENT NO. 2017-263530 of Official Records.

Court: SUPERIOR COURT OF CALIFORNIA, COUNTY OF ALAMEDA
Case No.: RG16838781
Debtor: COLLIN A. MBANUGO, OGO E. MBANUGO AND COLLIN A. MBANUGO AND OGO E. MBANUGO TRUSTEES OF THE MBANUGO REVOCABLE TRUST UNDER AGREEMENT DTD MARCH 14, 1997
Creditor: MARK CALVERT
Amount: 1,525,765.04

A writ of sale recorded NOVEMBER 30, 2017 as INSTRUMENT NO. 2017-263531 of Official Records.

Court: SUPERIOR COURT OF CALIFORNIA, COUNTY OF ALAMEDA
Case No.: RG16838781
Debtor: COLLIN A. MBANUGO, OGO E. MBANUGO AND COLLIN A. MBANUGO AND OGO E. MBANUGO TRUSTEES OF THE MBANUGO REVOCABLE TRUST UNDER AGREEMENT DTD MARCH 14, 1997
Creditor: MARK CALVERT
Amount: 1,525,765.04

14. The effect of the deed given by the sheriff, recorded MAY 28, 2019 as INSTRUMENT NO. 2019-098428 of Official Records.

We will require (1) the recording of a deed from COLLIN A. MBANUGO AND OGO E. MBANUGO, TRUSTEES OF THE MBANUGO REVOCABLE TRUST UNDER AGREEMENT DTD MARCH 14, 1997 and its/their successors, if any, and releases of all liens and encumbrances which interests may have been divested by reason of the sheriff's sale or (2) the recording of a final decree quieting title against COLLIN A. MBANUGO AND OGO E. MBANUGO, TRUSTEES OF THE MBANUGO REVOCABLE TRUST UNDER AGREEMENT DTD MARCH 14, 1997 and its/their successors, if any, and any liens or encumbrances, which interests may have been divested by reason of such sheriff's sale.

15. Any insufficiency or invalidity of the proceedings leading up to and including the tax collector's deed or sheriff's deed to IFEOMA ADAMS.
16. Any easements and/or servitudes affecting easement parcel(s) TWO AND THREE herein described.
17. Rights of the public in and to that portion of the Land lying within any Road, Street, Alley or Highway.
18. Water rights, claims or title to water, whether or not shown by the public records.

Prior to the issuance of any policy of title insurance, the Company will require:

19. With respect to the trust referred to in the vesting:
 - a. A certification pursuant to Section 18100.5 of the California Probate Code in a form satisfactory to the Company.
 - b. Copies of those excerpts from the original trust documents and amendments thereto which designate the trustee and confer upon the trustee the power to act in the pending transaction.
 - c. Other requirements which the Company may impose following its review of the material required herein and other information which the Company may require.

INFORMATIONAL NOTES

Note: The policy to be issued may contain an arbitration clause. When the Amount of Insurance is less than the certain dollar amount set forth in any applicable arbitration clause, all arbitrable matters shall be arbitrated at the option of either the Company or the Insured as the exclusive remedy of the parties. If you desire to review the terms of the policy, including any arbitration clause that may be included, contact the office that issued this Commitment or Report to obtain a sample of the policy jacket for the policy that is to be issued in connection with your transaction.

1. General and special taxes and assessments for the fiscal year 2018-2019.

First Installment:	\$2,002.12, DEFAULTED
Penalty:	\$200.21
Second Installment:	\$2,002.12, DEFAULTED
Penalty:	\$210.21
Tax Rate Area:	17-001
A. P. No.:	037A-3141-001-15

THIS AMOUNT IS INCLUDED IN THE DEFAULTED AMOUNT SET OUT ABOVE

2. The property covered by this report is vacant land.
3. According to the public records, there has been no conveyance of the land within a period of twenty four months prior to the date of this report, except as follows:

A document recorded May 28, 2019 as INSTRUMENT NO. 2019098428 OF OFFICIAL RECORDS
From: COLLIN A. MBANUGO AND OGO E. MBANUGO, TRUSTEES OF THE MBANUGO REVOCABLE TRUST UNDER AGREEMENT DATED MARCH 14, 1997
To: IFEOMA ADAMS

NOTE to proposed insured lender only: No Private transfer fee covenant, as defined in Federal Housing Finance Agency Final Rule 12 CFR Part 1228, that was created and first appears in the Public Records on or after February 8, 2011, encumbers the Title except as follows: None

The map attached, if any, may or may not be a survey of the land depicted hereon. First American expressly disclaims any liability for loss or damage which may result from reliance on this map except to the extent coverage for such loss or damage is expressly provided by the terms and provisions of the title insurance policy, if any, to which this map is attached.

LEGAL DESCRIPTION

Real property in the City of Oakland, County of Alameda, State of California, described as follows:

PARCEL ONE:

PORTION OF THE AMERICAN TRUST COMPANY PROPERTY SHOWN ON RECORD OF SURVEY FILED JANUARY 20, 1946, BOOK 2 OF SURVEYS, PAGES 22 TO 26, INCLUSIVE, ALAMEDA COUNTY RECORDS, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE SOUTHEASTERLY LINE OF THE LANDS SHOWN ON SAID RECORD OF SURVEY, DISTANT SOUTH 50° 35' 03" WEST, 630 FEET FROM THE INTERSECTION OF SAID LINE WITH THE SOUTHWESTERLY LINE OF SKYLINE BOULEVARD; THENCE ALONG THE SOUTHWESTERLY AND SOUTHEASTERLY LINES OF SAID RECORD OF SURVEY, NORTH 37° 22' 04" WEST, 463.21 FEET, AND SOUTH 54° 14' 20" WEST, 735.90 FEET TO THE NORTHEASTERLY LINE OF THAT CERTAIN PARCEL DESCRIBED FIRSTLY IN THE DEED TO THE CITY OF OAKLAND, RECORDED SEPTEMBER 5, 1947, BOOK 5212 OR, PAGE 58 (AB -76547); THENCE LEAVING THE SOUTHEASTERLY LINE OF SAID RECORD OF SURVEY AND CONTINUING ALONG THE NORTHEASTERLY, EASTERLY AND SOUTHERLY LINES OF SAID PARCEL FIRSTLY DESCRIBED IN SAID DEED TO THE CITY OF OAKLAND, NORTH 34° 41' 43" WEST, 54 FEET; NORTH 50° 35' 58" WEST, 106 FEET; NORTH 28° 39' 26" WEST, 86.69 FEET; NORTH 24° 56' 13" WEST 167.52 FEET; NORTH 15° 48' 09" WEST, 89.73 FEET; NORTH 20° 35' 32" EAST, 157.98 FEET; NORTH 44° 04' 33" EAST, 65.37 FEET; NORTH 70° 54' 23" EAST, 151.56 FEET; NORTH 74° 33' 13" EAST, 317.94 FEET; NORTH 65° 04' 72" EAST, 119.95 FEET; AND NORTH 49° 56' 51" EAST, 209.15 FEET TO THE SOUTHWESTERLY CORNER OF THAT CERTAIN PARCEL DESCRIBED IN THE DEED TO DOUGLAS A. SWANSON, ET UX, RECORDED APRIL 5, 1955, BOOK 7620 OR, PAGE 377 (AK -36889); THENCE ALONG THE SOUTHWESTERLY LINE OF THE PARCEL DESCRIBED IN THE DEED TO DOUGLAS A. SWANSON, ET UX, RECORDED NOVEMBER 23, 1955, BOOK 7857, OR, PAGE 189 (AK - 128576), SOUTH 38° 11' 43" EAST, 436.12 FEET TO THE SOUTHWESTERLY CORNER OF THE PARCEL DESCRIBED IN THE DEED TO WILLIAM L. MOFFETT, ET UX, RECORDED NOVEMBER 2, 1955, BOOK 7832 OR, PAGE 487 (AK - 118998); THENCE ALONG THE SOUTHWESTERLY LINE OF SAID LAST MENTIONED PARCEL AND THE PARCEL DESCRIBED IN THE DEED TO JOHN VISSER, JR., RECORDED JULY 19, 1956, BOOK 8094 OR, PAGE 335 (AL - 765898), SOUTH 38° 00' 12" EAST, 444.25 FEET TO THE SOUTHEASTERLY LINE OF SAID RECORD OF SURVEY REFERRED TO HEREIN; THENCE SOUTH 50° 35' 03" WEST, 300 FEET, MORE OR LESS, TO THE POINT OF BEGINNING.

EXCEPTING THEREFROM, THAT PORTION THEREOF CONVEYED TO ALFRED COVINGTON, JR. AND ROSE LEE COVINGTON, HIS WIFE, AS JOINT TENANTS, BY GRANT DEED RECORDED APRIL 18, 1994, SERIES NO. 94150528, ALAMEDA COUNTY RECORDS, DESCRIBED AS FOLLOWS:

A PORTION OF THE AMERICAN TRUST COMPANY PROPERTY SHOWN ON RECORD OF SURVEY FILED JANUARY 20, 1946, BOOK 2 OF SURVEYS, PAGES 22 TO 26, INCLUSIVE, ALAMEDA COUNTY RECORDS, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE SOUTHEASTERLY LINE OF THE LANDS SHOWN ON SAID RECORD OF SURVEY, DISTANT THEREON SOUTH 50° 35' 03" WEST, 330 FEET FROM THE INTERSECTION OF SAID LINE WITH THE SOUTHWESTERLY LINE OF SKYLINE BOULEVARD; THENCE CONTINUING ALONG THAT SOUTHWESTERLY LINE, SOUTH 50° 35' 03" WEST, 200 FEET; THENCE NORTH 37° 22' 04" WEST, 270 FEET; THENCE NORTH 30° 02' 34" EAST 212.34 FEET; THENCE SOUTH 38° 00' 12" EAST, 344.44 FEET, MORE OR LESS, TO THE POINT OF BEGINNING.

PARCEL TWO:

AN EASEMENT FOR EXCAVATION, BACKFILL AND GRADING FOR CONSTRUCTION AND MAINTENANCE OF AN ACCESS ROADWAY OVER THE SOUTHEASTERLY 25 FEET OF PARCELS A AND B OF PARCEL MAP NO. 5363, FILED MARCH 1, 1989, IN BOOK 182 OF MAPS, AT PAGE 70 THEREOF, ALAMEDA COUNTY

RECORDS.

PARCEL THREE:

AN EASEMENT FOR CONSTRUCTION AND MAINTENANCE OF AN ACCESS ROADWAY OVER THE NORTHWESTERLY 40 FEET OF THE FOLLOWING DESCRIBED PROPERTY:

A PORTION OF THE LAND SHOWN ON RECORD OF SURVEY, PORTION OF AMERICAN TRUST COMPANY PROPERTY, OAKLAND, ALAMEDA COUNTY, CALIFORNIA, FILED JULY 19, 1947, IN LICENSED SURVEY BOOK 2, PAGES 37, 38, 39 AND 40, IN THE OFFICE OF THE COUNTY RECORDER OF ALAMEDA COUNTY, DESCRIBED AS FOLLOWS:

COMMENCING AT THE POINT OF INTERSECTION OF THE SOUTHWESTERLY LINE OF SKYLINE BOULEVARD WITH THE BROTHER'S LINE, AS SAID BOULEVARD AND LINE ARE SHOWN ON SAID RECORD OF SURVEY; AND RUNNING THENCE ALONG SAID LINE OF SKYLINE BOULEVARD, NORTHWESTERLY ALONG THE ARC OF A CIRCLE TO THE RIGHT WITH A RADIUS OF 670 FEET, A DISTANCE OF 186.19 FEET TO THE ACTUAL POINT OF BEGINNING OF THIS DESCRIPTION, FROM WHICH POINT THE CENTER OF SAID MENTIONED CIRCLE BEARS NORTH 79° 15' 55" EAST; THENCE FROM SAID ACTUAL POINT OF BEGINNING, CONTINUING ALONG SAID LINE OF SKYLINE BOULEVARD, NORTHWESTERLY ALONG THE ARC OF SAID CIRCLE TO THE RIGHT WITH A RADIUS OF 670 FEET, A DISTANCE OF 90 FEET; THENCE TANGENT TO SAID MENTIONED CIRCLE, NORTH 03° 02' 18" WEST, 297.44 FEET; THENCE LEAVING SAID SOUTHWESTERN LINE, SOUTH 40° 02' 58" WEST, 340.79 FEET; THENCE SOUTH 54° 14' 20" WEST, 275 FEET SOUTH 38° 00' 12" EAST, 249.25 FEET; THENCE NORTH 53° 42' 39" EAST, 391.44 FEET TO THE POINT OF BEGINNING.

THE BOUNDARIES OF ABOVE SAID EASEMENT WAS EXPANDED AS DESCRIBED IN DOCUMENT ENTITLED "GRANT OF EASEMENT" RECORDED FEBRUARY 26, 2008 AS INSTRUMENT NO. 2008074584 OF OFFICIAL RECORDS.

APN: 037A-3141-001-15

NOTICE

Section 12413.1 of the California Insurance Code, effective January 1, 1990, requires that any title insurance company, underwritten title company, or controlled escrow company handling funds in an escrow or sub-escrow capacity, wait a specified number of days after depositing funds, before recording any documents in connection with the transaction or disbursing funds. This statute allows for funds deposited by wire transfer to be disbursed the same day as deposit. In the case of cashier's checks or certified checks, funds may be disbursed the next day after deposit. In order to avoid unnecessary delays of three to seven days, or more, please use wire transfer, cashier's checks, or certified checks whenever possible.

**EXHIBIT A
LIST OF PRINTED EXCEPTIONS AND EXCLUSIONS (BY POLICY TYPE)**

**CLTA STANDARD COVERAGE POLICY – 1990
EXCLUSIONS FROM COVERAGE**

The following matters are expressly excluded from the coverage of this policy and the Company will not pay loss or damage, costs, attorneys' fees or expenses which arise by reason of:

1. (a) Any law, ordinance or governmental regulation (including but not limited to building or zoning laws, ordinances, or regulations) restricting, regulating, prohibiting or relating (i) the occupancy, use, or enjoyment of the land; (ii) the character, dimensions or location of any improvement now or hereafter erected on the land; (iii) a separation in ownership or a change in the dimensions or area of the land or any parcel of which the land is or was a part; or (iv) environmental protection, or the effect of any violation of these laws, ordinances or governmental regulations, except to the extent that a notice of the enforcement thereof or a notice of a defect, lien, or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
- (b) Any governmental police power not excluded by (a) above, except to the extent that a notice of the exercise thereof or notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
2. Rights of eminent domain unless notice of the exercise thereof has been recorded in the public records at Date of Policy, but not excluding from coverage any taking which has occurred prior to Date of Policy which would be binding on the rights of a purchaser for value without knowledge.
3. Defects, liens, encumbrances, adverse claims or other matters:
 - (a) whether or not recorded in the public records at Date of Policy, but created, suffered, assumed or agreed to by the insured claimant;
 - (b) not known to the Company, not recorded in the public records at Date of Policy, but known to the insured claimant and not disclosed in writing to the Company by the insured claimant prior to the date the insured claimant became an insured under this policy;
 - (c) resulting in no loss or damage to the insured claimant;
 - (d) attaching or created subsequent to Date of Policy; or
 - (e) resulting in loss or damage which would not have been sustained if the insured claimant had paid value for the insured mortgage or for the estate or interest insured by this policy.
4. Unenforceability of the lien of the insured mortgage because of the inability or failure of the insured at Date of Policy, or the inability or failure of any subsequent owner of the indebtedness, to comply with the applicable doing business laws of the state in which the land is situated.
5. Invalidity or unenforceability of the lien of the insured mortgage, or claim thereof, which arises out of the transaction evidenced by the insured mortgage and is based upon usury or any consumer credit protection or truth in lending law.
6. Any claim, which arises out of the transaction vesting in the insured the estate of interest insured by this policy or the transaction creating the interest of the insured lender, by reason of the operation of federal bankruptcy, state insolvency or similar creditors' rights laws.

EXCEPTIONS FROM COVERAGE - SCHEDULE B, PART I

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) which arise by reason of:

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records.
Proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the public records.
2. Any facts, rights, interests, or claims which are not shown by the public records but which could be ascertained by an inspection of the land or which may be asserted by persons in possession thereof.
3. Easements, liens or encumbrances, or claims thereof, not shown by the public records.
4. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by the public records.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b) or (c) are shown by the public records.
6. Any lien or right to a lien for services, labor or material not shown by the public records.

**CLTA/ALTA HOMEOWNER'S POLICY OF TITLE INSURANCE (12-02-13)
EXCLUSIONS**

In addition to the Exceptions in Schedule B, You are not insured against loss, costs, attorneys' fees, and expenses resulting from:

1. Governmental police power, and the existence or violation of those portions of any law or government regulation concerning:
 - a. building;
 - b. zoning;
 - c. land use;

- d. improvements on the Land;
 - e. land division; and
 - f. environmental protection.
- This Exclusion does not limit the coverage described in Covered Risk 8.a., 14, 15, 16, 18, 19, 20, 23 or 27.
2. The failure of Your existing structures, or any part of them, to be constructed in accordance with applicable building codes. This Exclusion does not limit the coverage described in Covered Risk 14 or 15.
 3. The right to take the Land by condemning it. This Exclusion does not limit the coverage described in Covered Risk 17.
 4. Risks:
 - a. that are created, allowed, or agreed to by You, whether or not they are recorded in the Public Records;
 - b. that are Known to You at the Policy Date, but not to Us, unless they are recorded in the Public Records at the Policy Date;
 - c. that result in no loss to You; or
 - d. that first occur after the Policy Date - this does not limit the coverage described in Covered Risk 7, 8.e., 25, 26, 27 or 28.
 5. Failure to pay value for Your Title.
 6. Lack of a right:
 - a. to any land outside the area specifically described and referred to in paragraph 3 of Schedule A; and
 - b. in streets, alleys, or waterways that touch the Land.

This Exclusion does not limit the coverage described in Covered Risk 11 or 21.
 7. The transfer of the Title to You is invalid as a preferential transfer or as a fraudulent transfer or conveyance under federal bankruptcy, state insolvency, or similar creditors' rights laws.
 8. Contamination, explosion, fire, flooding, vibration, fracturing, earthquake, or subsidence.
 9. Negligence by a person or an Entity exercising a right to extract or develop minerals, water, or any other substances.

LIMITATIONS ON COVERED RISKS

Your insurance for the following Covered Risks is limited on the Owner's Coverage Statement as follows:
 For Covered Risk 16, 18, 19, and 21 Your Deductible Amount and Our Maximum Dollar Limit of Liability shown in Schedule A.
 The deductible amounts and maximum dollar limits shown on Schedule A are as follows:

	<u>Your Deductible Amount</u>	<u>Our Maximum Dollar Limit of Liability</u>
Covered Risk 16:	1% of Policy Amount Shown in Schedule A or \$2,500 (whichever is less)	\$10,000
Covered Risk 18:	1% of Policy Amount Shown in Schedule A or \$5,000 (whichever is less)	\$25,000
Covered Risk 19:	1% of Policy Amount Shown in Schedule A or \$5,000 (whichever is less)	\$25,000
Covered Risk 21:	1% of Policy Amount Shown in Schedule A or \$2,500 (whichever is less)	\$5,000

2006 ALTA LOAN POLICY (06-17-06)

EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy, and the Company will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
 - (i) the occupancy, use, or enjoyment of the Land;
 - (ii) the character, dimensions, or location of any improvement erected on the Land;
 - (iii) the subdivision of land; or
 - (iv) environmental protection;

or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.
- (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
3. Defects, liens, encumbrances, adverse claims, or other matters
 - (a) created, suffered, assumed, or agreed to by the Insured Claimant;
 - (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;

- (c) resulting in no loss or damage to the Insured Claimant;
 - (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 11, 13, or 14); or
 - (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Insured Mortgage.
4. Unenforceability of the lien of the Insured Mortgage because of the inability or failure of an Insured to comply with applicable doing-business laws of the state where the Land is situated.
 5. Invalidity or unenforceability in whole or in part of the lien of the Insured Mortgage that arises out of the transaction evidenced by the Insured Mortgage and is based upon usury or any consumer credit protection or truth-in-lending law.
 6. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction creating the lien of the Insured Mortgage, is
 - (a) a fraudulent conveyance or fraudulent transfer, or
 - (b) a preferential transfer for any reason not stated in Covered Risk 13(b) of this policy.
 7. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the Insured Mortgage in the Public Records. This Exclusion does not modify or limit the coverage provided under Covered Risk 11(b).

The above policy form may be issued to afford either Standard Coverage or Extended Coverage. In addition to the above Exclusions from Coverage, the Exceptions from Coverage in a Standard Coverage policy will also include the following Exceptions from Coverage:

EXCEPTIONS FROM COVERAGE

[Except as provided in Schedule B - Part II, [t[or T]his policy does not insure against loss or damage, and the Company will not pay costs, attorneys' fees or expenses, that arise by reason of:

[PART I

[The above policy form may be issued to afford either Standard Coverage or Extended Coverage. In addition to the above Exclusions from Coverage, the Exceptions from Coverage in a Standard Coverage policy will also include the following Exceptions from Coverage:

1. (a) Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; (b) proceedings by a public agency that may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
2. Any facts, rights, interests, or claims that are not shown by the Public Records but that could be ascertained by an inspection of the Land or that may be asserted by persons in possession of the Land.
3. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.
4. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and not shown by the Public Records.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the Public Records.
6. Any lien or right to a lien for services, labor or material not shown by the public records.

PART II

In addition to the matters set forth in Part I of this Schedule, the Title is subject to the following matters, and the Company insures against loss or damage sustained in the event that they are not subordinate to the lien of the Insured Mortgage:]

2006 ALTA OWNER'S POLICY (06-17-06)

EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy, and the Company will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
 - (i) the occupancy, use, or enjoyment of the Land;
 - (ii) the character, dimensions, or location of any improvement erected on the Land;
 - (iii) the subdivision of land; or
 - (iv) environmental protection;or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.
- (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
3. Defects, liens, encumbrances, adverse claims, or other matters
 - (a) created, suffered, assumed, or agreed to by the Insured Claimant;
 - (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;

- (c) resulting in no loss or damage to the Insured Claimant;
 - (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 9 or 10); or
 - (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Title.
4. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction vesting the Title as shown in Schedule A, is
 - (a) a fraudulent conveyance or fraudulent transfer, or
 - (b) a preferential transfer for any reason not stated in Covered Risk 9 of this policy.
 5. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.

The above policy form may be issued to afford either Standard Coverage or Extended Coverage. In addition to the above Exclusions from Coverage, the Exceptions from Coverage in a Standard Coverage policy will also include the following Exceptions from Coverage:

EXCEPTIONS FROM COVERAGE

This policy does not insure against loss or damage, and the Company will not pay costs, attorneys' fees or expenses, that arise by reason of: [The above policy form may be issued to afford either Standard Coverage or Extended Coverage. In addition to the above Exclusions from Coverage, the Exceptions from Coverage in a Standard Coverage policy will also include the following Exceptions from Coverage:

1. (a) Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; (b) proceedings by a public agency that may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
2. Any facts, rights, interests, or claims that are not shown by the Public Records but that could be ascertained by an inspection of the Land or that may be asserted by persons in possession of the Land.
3. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.
4. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and not shown by the Public Records.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the Public Records.
6. Any lien or right to a lien for services, labor or material not shown by the Public Records.
7. [Variable exceptions such as taxes, easements, CC&R's, etc. shown here.]

ALTA EXPANDED COVERAGE RESIDENTIAL LOAN POLICY (07-26-10)

EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy, and the Company will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
 - (i) the occupancy, use, or enjoyment of the Land;
 - (ii) the character, dimensions, or location of any improvement erected on the Land;
 - (iii) the subdivision of land; or
 - (iv) environmental protection;
 or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5, 6, 13(c), 13(d), 14 or 16.
 - (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 5, 6, 13(c), 13(d), 14 or 16.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
3. Defects, liens, encumbrances, adverse claims, or other matters
 - (a) created, suffered, assumed, or agreed to by the Insured Claimant;
 - (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
 - (c) resulting in no loss or damage to the Insured Claimant;
 - (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 11, 16, 17, 18, 19, 20, 21, 22, 23, 24, 27 or 28); or
 - (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Insured Mortgage.
4. Unenforceability of the lien of the Insured Mortgage because of the inability or failure of an Insured to comply with applicable doing-business laws of the state where the Land is situated.
5. Invalidity or unenforceability in whole or in part of the lien of the Insured Mortgage that arises out of the transaction evidenced by the Insured Mortgage and is based upon usury or any consumer credit protection or truth-in-lending law. This Exclusion does not modify or limit the coverage provided in Covered Risk 26.
6. Any claim of invalidity, unenforceability or lack of priority of the lien of the Insured Mortgage as to Advances or modifications made after the

- Insured has Knowledge that the vestee shown in Schedule A is no longer the owner of the estate or interest covered by this policy. This Exclusion does not modify or limit the coverage provided in Covered Risk 11.
7. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching subsequent to Date of Policy. This Exclusion does not modify or limit the coverage provided in Covered Risk 11(b) or 25.
 8. The failure of the residential structure, or any portion of it, to have been constructed before, on or after Date of Policy in accordance with applicable building codes. This Exclusion does not modify or limit the coverage provided in Covered Risk 5 or 6.
 9. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction creating the lien of the Insured Mortgage, is
 - (a) a fraudulent conveyance or fraudulent transfer, or
 - (b) a preferential transfer for any reason not stated in Covered Risk 27(b) of this policy.
 10. Contamination, explosion, fire, flooding, vibration, fracturing, earthquake, or subsidence.
 11. Negligence by a person or an Entity exercising a right to extract or develop minerals, water, or any other substances.



First American Title

Privacy Information

We Are Committed to Safeguarding Customer Information

In order to better serve your needs now and in the future, we may ask you to provide us with certain information. We understand that you may be concerned about what we will do with such information - particularly any personal or financial information. We agree that you have a right to know how we will utilize the personal information you provide to us. Therefore, together with our subsidiaries we have adopted this Privacy Policy to govern the use and handling of your personal information.

Applicability

This Privacy Policy governs our use of the information that you provide to us. It does not govern the manner in which we may use information we have obtained from any other source, such as information obtained from a public record or from another person or entity. First American has also adopted broader guidelines that govern our use of personal information regardless of its source. First American calls these guidelines its Fair Information Values.

Types of Information

Depending upon which of our services you are utilizing, the types of nonpublic personal information that we may collect include:

- Information we receive from you on applications, forms and in other communications to us, whether in writing, in person, by telephone or any other means;
- Information about your transactions with us, our affiliated companies, or others; and
- Information we receive from a consumer reporting agency.

Use of Information

We request information from you for our own legitimate business purposes and not for the benefit of any nonaffiliated party. Therefore, we will not release your information to nonaffiliated parties except: (1) as necessary for us to provide the product or service you have requested of us; or (2) as permitted by law. We may, however, store such information indefinitely, including the period after which any customer relationship has ceased. Such information may be used for any internal purpose, such as quality control efforts or customer analysis. We may also provide all of the types of nonpublic personal information listed above to one or more of our affiliated companies. Such affiliated companies include financial service providers, such as title insurers, property and casualty insurers, and trust and investment advisory companies, or companies involved in real estate services, such as appraisal companies, home warranty companies and escrow companies. Furthermore, we may also provide all the information we collect, as described above, to companies that perform marketing services on our behalf, on behalf of our affiliated companies or to other financial institutions with whom we or our affiliated companies have joint marketing agreements.

Former Customers

Even if you are no longer our customer, our Privacy Policy will continue to apply to you.

Confidentiality and Security

We will use our best efforts to ensure that no unauthorized parties have access to any of your information. We restrict access to nonpublic personal information about you to those individuals and entities who need to know that information to provide products or services to you. We will use our best efforts to train and oversee our employees and agents to ensure that your information will be handled responsibly and in accordance with this Privacy Policy and First American's Fair Information Values. We currently maintain physical, electronic, and procedural safeguards that comply with federal regulations to guard your nonpublic personal information.

Information Obtained Through Our Web Site

First American Financial Corporation is sensitive to privacy issues on the Internet. We believe it is important you know how we treat the information about you we receive on the Internet. In general, you can visit First American or its affiliates' Web sites on the World Wide Web without telling us who you are or revealing any information about yourself. Our Web servers collect the domain names, not the e-mail addresses, of visitors. This information is aggregated to measure the number of visits, average time spent on the site, pages viewed and similar information. First American uses this information to measure the use of our site and to develop ideas to improve the content of our site. There are times, however, when we may need information from you, such as your name and email address. When information is needed, we will use our best efforts to let you know at the time of collection how we will use the personal information. Usually, the personal information we collect is used only by us to respond to your inquiry, process an order or allow you to access specific account/profile information. If you choose to share any personal information with us, we will only use it in accordance with the policies outlined above.

Business Relationships

First American Financial Corporation's site and its affiliates' sites may contain links to other Web sites. While we try to link only to sites that share our high standards and respect for privacy, we are not responsible for the content or the privacy practices employed by other sites.

Cookies

Some of First American's Web sites may make use of "cookie" technology to measure site activity and to customize information to your personal tastes. A cookie is an element of data that a Web site can send to your browser, which may then store the cookie on your hard drive. FirstAm.com uses stored cookies. The goal of this technology is to better serve you when visiting our site, save you time when you are here and to provide you with a more meaningful and productive Web site experience.

Fair Information Values

Fairness We consider consumer expectations about their privacy in all our businesses. We only offer products and services that assure a favorable balance between consumer benefits and consumer privacy.

Public Record We believe that an open public record creates significant value for society, enhances consumer choice and creates consumer opportunity. We actively support an open public record and emphasize its importance and contribution to our economy.

Use We believe we should behave responsibly when we use information about a consumer in our business. We will obey the laws governing the collection, use and dissemination of data. Where possible, we will take reasonable steps to correct inaccurate information.

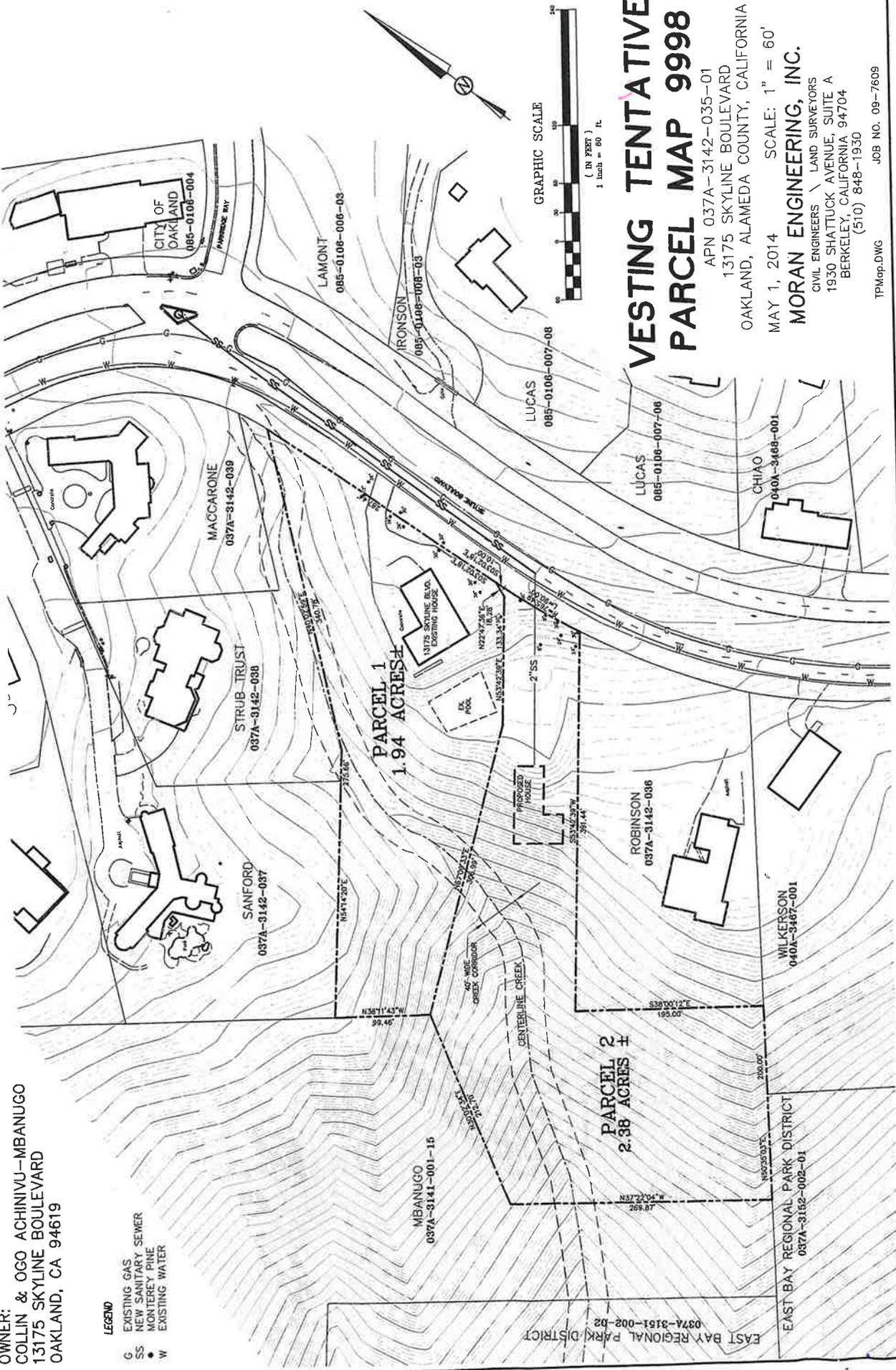
Accuracy We will take reasonable steps to help assure the accuracy of the data we collect, use and disseminate. When possible, we will take reasonable steps to correct inaccurate information. When, as with the public record, we cannot correct inaccurate information, we will take all reasonable steps to assist consumers in identifying the source of the erroneous data so that the consumer can secure the required corrections.

Education We endeavor to educate the users of our products and services, our employees and others in our industry about the importance of consumer privacy. We will instruct our employees on our fair information values and on the responsible collection and use of data. We will encourage others in our industry to collect and use information in a responsible manner.

Security We will maintain appropriate facilities and systems to protect against unauthorized access to and corruption of the data we maintain.

OWNER:
 COLLIN & OGO ACHINIVU-MBANUGO
 13175 SKYLINE BOULEVARD
 OAKLAND, CA 94619

- LEGEND
- G EXISTING GAS
 - SS NEW SANITARY SEWER
 - MP MONTEREY PINE
 - W EXISTING WATER



VESTING TENTATIVE PARCEL MAP 9998

APN 037A-3142-035-01
 13175 SKYLINE BOULEVARD
 OAKLAND, ALAMEDA COUNTY, CALIFORNIA

MAY 1, 2014 SCALE: 1" = 60'

MORAN ENGINEERING, INC.
 CIVIL ENGINEERS / LAND SURVEYORS
 1930 SHATTUCK AVENUE, SUITE A
 BERKELEY, CALIFORNIA 94704
 (510) 848-1930

TPMap.DWG JOB NO. 09-7609

13.66 ACRES
EASEMENT ON 13193 SKYLINE BLDG
THE RECORDED 40 FT WIDE

EASEMENT BENEFITS THE ADJACENT

13.66 ACRES PARCEL.

ANY CONSTRUCTION ON THIS VACANT LOT
WITHOUT CONSENT OF THE OWNER OF THE

13.66 ACRE ADJACENT PARCEL WILL

BE LEGALLY CHALLENGED !!!

BUYER BEWARE !!! 3/19/2020

DISCLOSURE!!!

BUYER BEWARE!!!

40 FT wide access Easement

fronting Skyline Blvd runs thru

this Vacant lot (Exact location
Not yet determined!)

40 FT WIDE EASEMENT ON 13.66 ACRES SKYLINE BND
THE RECORDED 40 FT WIDE

EASEMENT BENEFITS THE ADJACENT

13.66 ACRES PARCEL.

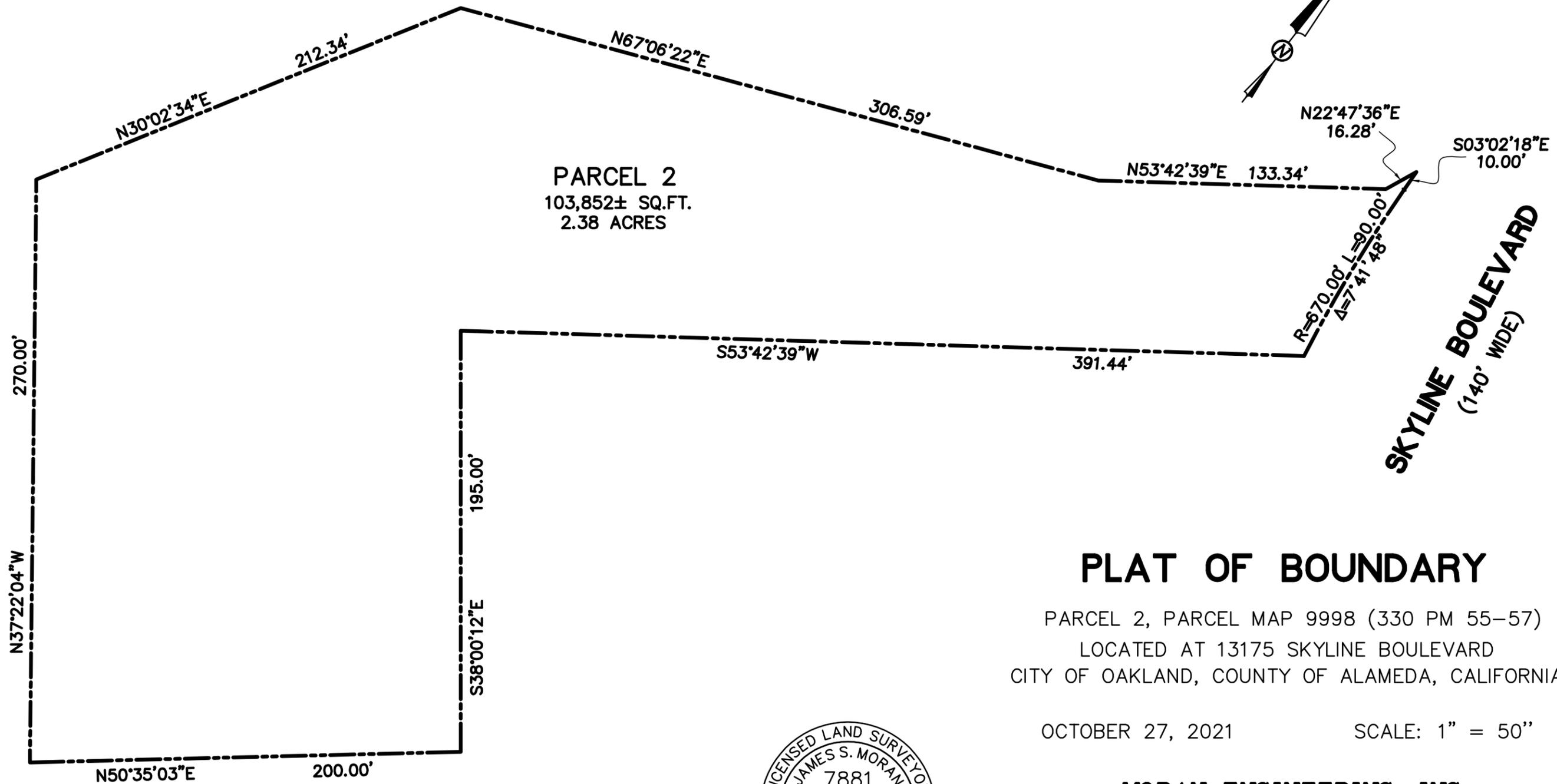
ANY CONSTRUCTION ON THIS VACANT LOT

WITHOUT CONSENT OF THE OWNER OF THE

13.66 ACRE ADJACENT PARCEL WILL

BE LEGALLY CHALLENGED !!!

BUYER BEWARE !!! 3/19/2020



PARCEL 2
 103,852± SQ.FT.
 2.38 ACRES

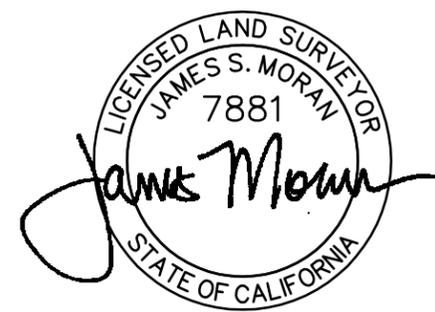
SKYLINE BOULEVARD
 (140' WIDE)

PLAT OF BOUNDARY

PARCEL 2, PARCEL MAP 9998 (330 PM 55-57)
 LOCATED AT 13175 SKYLINE BOULEVARD
 CITY OF OAKLAND, COUNTY OF ALAMEDA, CALIFORNIA

OCTOBER 27, 2021

SCALE: 1" = 50'



MORAN ENGINEERING, INC.

CIVIL ENGINEERS \ LAND SURVEYORS
 1930 SHATTUCK AVENUE, SUITE A
 BERKELEY, CALIFORNIA 94704
 (510) 848-1930

GENERAL NOTES:
DIMENSIONS ARE IN FEET AND DECIMAL FEET.

HORIZONTAL AND VERTICAL CURVES DO EXIST WITHIN 300 FEET OF THE PROPERTY.

PROTECTED TREES DO EXIST ON THIS SITE.

NO CROSSWALKS OR BUS STOPS EXIST WITHIN 100 FEET OF THIS PROPERTY.

NO TITLE REPORT PROVIDED, EASEMENTS MAY EXIST.

APN: 037A-3142-048

DATE OF SURVEY: JUNE 2, 2021

BASIS OF SURVEY:
THIS SURVEY IS BASED UPON THE LINES, DIMENSIONS AND BEARINGS AS SHOWN ON PARCEL MAP 9998 (330 PM 55-57).

BASIS OF BEARINGS:
THE MONUMENT LINE IN SKYLINE BOULEVARD WAS TAKEN AS NORTH 20°07'02" WEST.

DATUM:
ELEVATIONS ARE BASED ON CITY OF OAKLAND DATUM. THE MONUMENT IN SKYLINE BOULEVARD, DESIGNATED "12 SW 2" WAS TAKEN AS ELEVATION = 1149.81 FEET PER CITY OF OAKLAND RECORDS.

LEGEND

B/W	BASE OF WALL
BLDG.	BUILDING
CONC.	CONCRETE
D/W	DRIVEWAY
E.P.	EDGE OF PAVEMENT
TOE	TOE OF SLOPE
TOP	TOP OF BANK
	BUILDING LINE
	CHAIN LINK FENCE
	WOOD FENCE
	FOUND MONUMENT IN WELL, AS NOTED
(R)	RADIAL

SURVEYOR'S CERTIFICATE:

THIS MAP CORRECTLY REPRESENTS A FIELD SURVEY MADE BY ME OR UNDER MY DIRECTION IN CONFORMANCE WITH THE REQUIREMENTS OF THE LAND SURVEYOR'S ACT AT THE REQUEST OF ARVIN CHAN IN APRIL OF 2021.

I HEREBY STATE THAT ALL EXISTING GRADES AND CONTOURS DELINEATED UPON THIS PLAT ARE BASED UPON CITY OF OAKLAND DATUM.

I HEREBY FURTHER STATE THAT TO THE BEST OF MY KNOWLEDGE ALL PROVISIONS OF APPLICABLE STATE LAWS AND LOCAL ORDINANCES HAVE BEEN FULLY SATISFIED.

I HEREBY FURTHER STATE THAT THE PARCEL DESIGNATED BY MY SURVEY AND SHOWN ON THIS MAP IS THE SAME AS THOSE DESCRIBED IN THAT CERTAIN DEED RECORDED ON MAY 26, 2021, AT SERIES 2021-197361 IN THE OFFICE OF THE ALAMEDA COUNTY RECORDER, AND IDENTIFIED ON THE CURRENT EQUALIZED ASSESSMENT ROLL OF THE ALAMEDA COUNTY ASSESSOR AS PARCEL NO: 037A-3142-048.

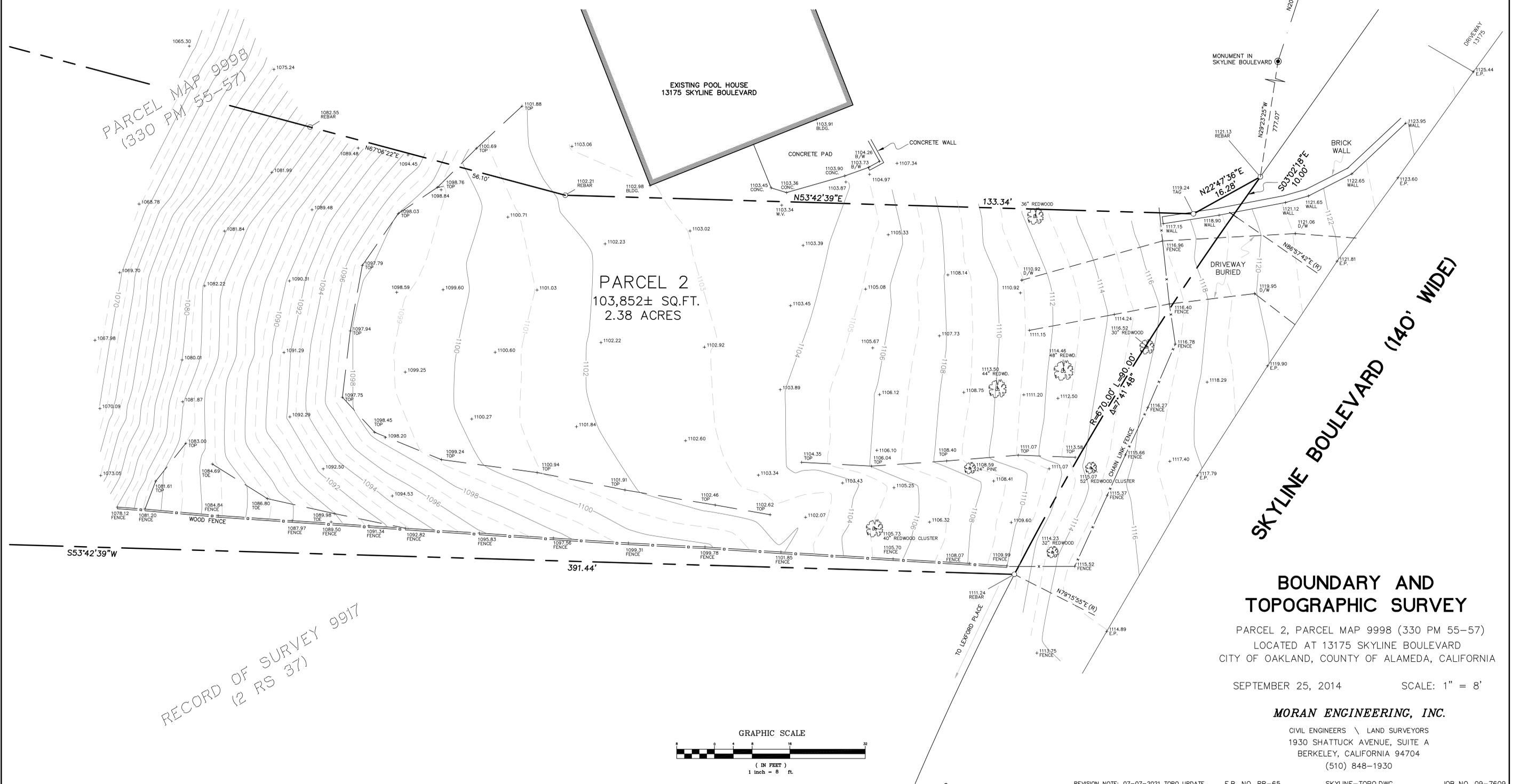
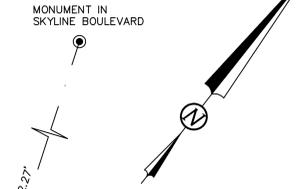
I HEREBY FURTHER STATE THAT IN ACCORDANCE WITH THE CALIFORNIA LAND SURVEYORS' ACT THE PERFORMANCE OF THIS SURVEY DOES NOT REQUIRE THAT A CORNER RECORD BE FILED.

I HEREBY ACKNOWLEDGE THAT THIS SURVEY SHALL BE PUBLIC RECORD AND MAY BE AVAILABLE FOR INSPECTION AND DISTRIBUTION TO THE GENERAL PUBLIC.



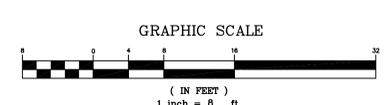
JAMES S. MORAN, L.S. 7881

DATE: 07-07-2021



PARCEL MAP 9998
(330 PM 55-57)

RECORD OF SURVEY 9917
(2 RS 37)

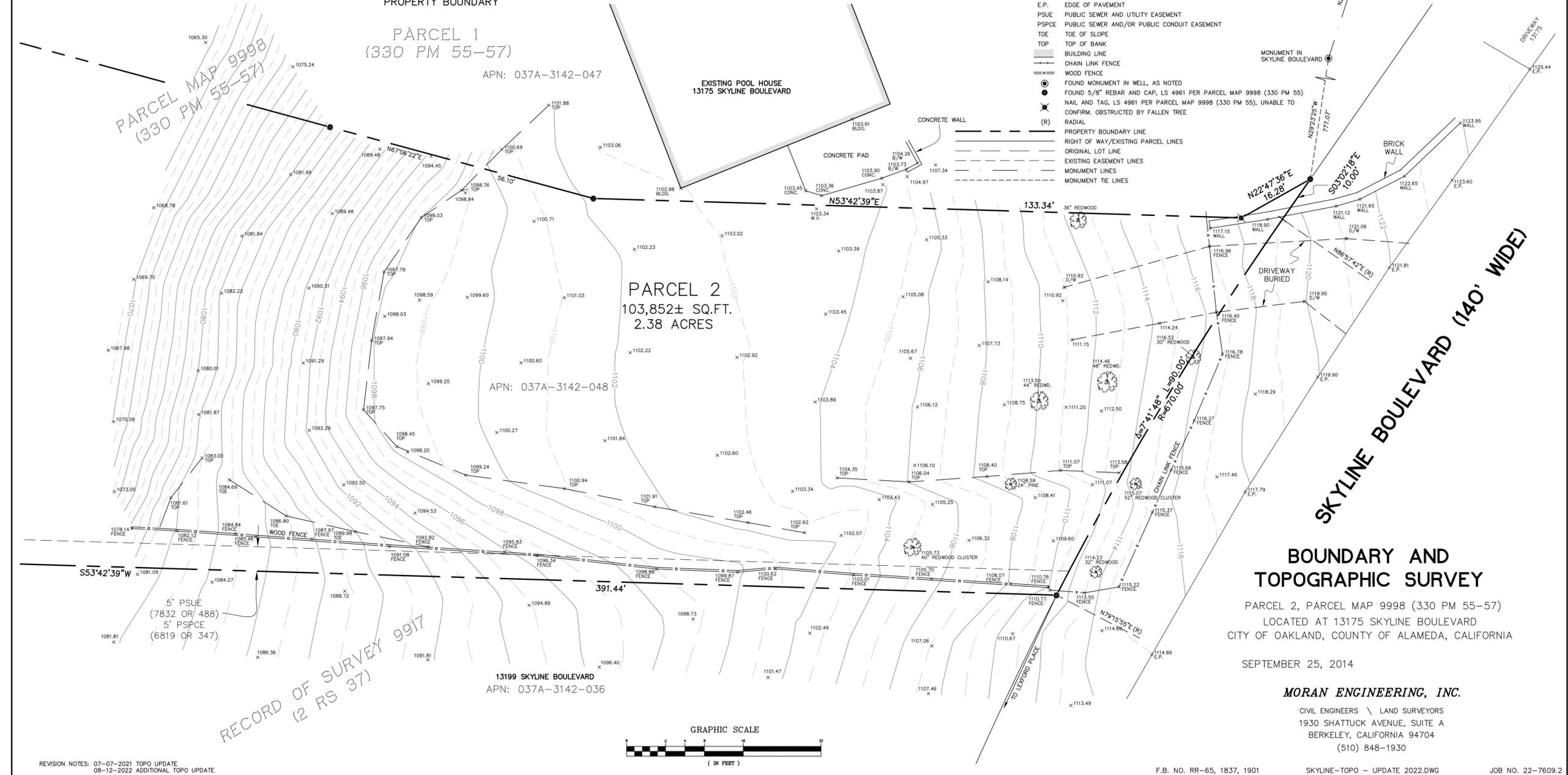
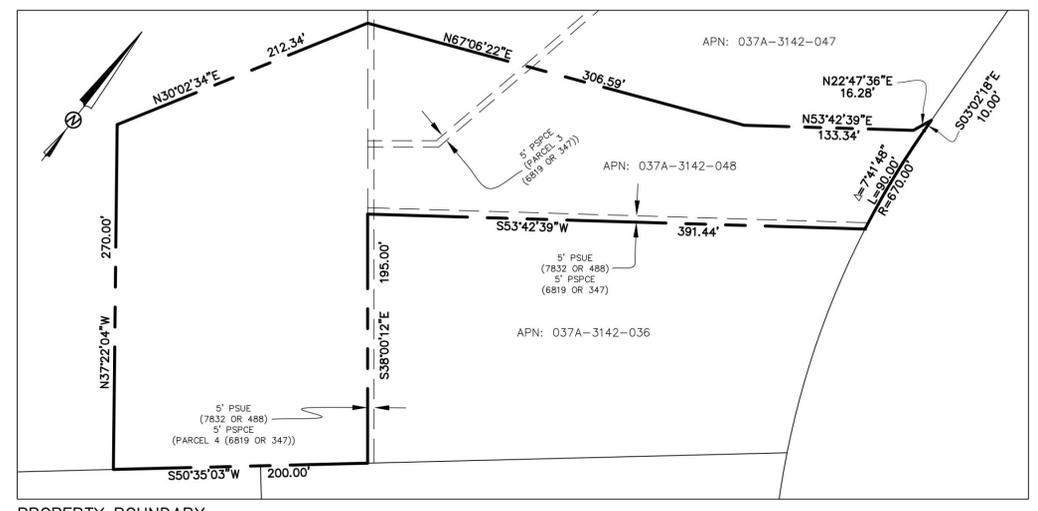


GENERAL NOTES:
DIMENSIONS ARE IN FEET AND DECIMAL FEET.
HORIZONTAL AND VERTICAL CURVES DO EXIST WITHIN 300 FEET OF THE PROPERTY.
PROTECTED TREES DO EXIST ON THIS SITE.
NO CROSSWALKS OR BUS STOPSTONS EXIST WITHIN 100 FEET OF THIS PROPERTY.
NO TITLE REPORT PROVIDED, EASEMENTS MAY EXIST.
APN: 037A-3142-048
DATE OF SURVEY: AUGUST 2, 2022
BASIS OF SURVEY:
THIS SURVEY IS BASED UPON THE LINES, DIMENSIONS AND BEARINGS AS SHOWN ON PARCEL MAP 9998 (330 PM 55-57).
BASIS OF BEARINGS:
THE MONUMENT LINE IN SKYLINE BOULEVARD WAS TAKEN AS NORTH 20°07'02" WEST.
DATUM:
ELEVATIONS ARE BASED ON CITY OF OAKLAND DATUM. THE MONUMENT IN SKYLINE BOULEVARD, DESIGNATED "12 SW 2" WAS TAKEN AS ELEVATION = 1149.81 FEET PER CITY OF OAKLAND RECORDS.

SURVEYOR'S CERTIFICATE:
THIS MAP CORRECTLY REPRESENTS A FIELD SURVEY MADE BY ME OR UNDER MY DIRECTION IN CONFORMANCE WITH THE REQUIREMENTS OF THE LAND SURVEYOR'S ACT AT THE REQUEST OF JON CHEN IN JULY OF 2022.
I HEREBY STATE THAT ALL EXISTING GRADES AND CONTOURS DELINEATED ON THIS PLAN ARE BASED UPON CITY OF OAKLAND DATUM.
I HEREBY FURTHER STATE THAT TO THE BEST OF MY KNOWLEDGE ALL PROVISIONS OF APPLICABLE STATE LAWS AND LOCAL ORDINANCES HAVE BEEN FULLY SATISFIED.
I HEREBY FURTHER STATE THAT THE PARCEL DESIGNATED BY MY SURVEY AND SHOWN ON THIS MAP IS THE SAME AS THOSE DESCRIBED IN THAT CERTAIN DEED RECORDED ON MAY 26, 2021, AT SERIES 2021-197361 IN THE OFFICE OF THE ALAMEDA COUNTY RECORDER, AND IDENTIFIED ON THE CURRENT EQUALIZED ASSESSMENT ROLL OF THE ALAMEDA COUNTY ASSESSOR AS PARCEL NO: 037A-3142-048.
I HEREBY FURTHER STATE THAT IN ACCORDANCE WITH THE CALIFORNIA LAND SURVEYORS' ACT THE PERFORMANCE OF THIS SURVEY DOES NOT REQUIRE THAT A CORNER RECORD BE FILED.
I HEREBY ACKNOWLEDGE THAT THIS SURVEY SHALL BE PUBLIC RECORD AND MAY BE AVAILABLE FOR INSPECTION AND DISTRIBUTION TO THE GENERAL PUBLIC.

JAMES S. MORAN, L.S. 7881
DATE: 8/15/22
James Moran
LICENSED LAND SURVEYOR
STATE OF CALIFORNIA

- LEGEND**
- B/W BASE OF WALL
 - BLDG. BUILDING
 - CONC. CONCRETE
 - D/W DRIVEWAY
 - E.P. EDGE OF PAVEMENT
 - PSUE PUBLIC SEWER AND UTILITY EASEMENT
 - PSPCE PUBLIC SEWER AND/OR PUBLIC CONDUIT EASEMENT
 - TOE TOE OF SLOPE
 - TOP TOP OF BANK
 - BUILDING LINE
 - CHAIN LINK FENCE
 - WOOD FENCE
 - FOUND MONUMENT IN WELL AS NOTED
 - FOUND 5/8" REBAR AND CAP, LS 4961 PER PARCEL MAP 9998 (330 PM 55)
 - NAIL AND TAG, LS 4961 PER PARCEL MAP 9998 (330 PM 55), UNABLE TO CONFIRM. OBSTRUCTED BY FALLEN TREE
 - (R) RADIAL
 - PROPERTY BOUNDARY LINE
 - RIGHT OF WAY/EXISTING PARCEL LINES
 - ORIGINAL LOT LINE
 - EXISTING EASEMENT LINES
 - MONUMENT LINES
 - MONUMENT TIE LINES



BOUNDARY AND TOPOGRAPHIC SURVEY
PARCEL 2, PARCEL MAP 9998 (330 PM 55-57)
LOCATED AT 13175 SKYLINE BOULEVARD
CITY OF OAKLAND, COUNTY OF ALAMEDA, CALIFORNIA
SEPTEMBER 25, 2014

MORAN ENGINEERING, INC.
CIVIL ENGINEERS \ LAND SURVEYORS
1930 SHATTUCK AVENUE, SUITE A
BERKELEY, CALIFORNIA 94704
(510) 848-1930

F.B. NO. RR-65, 1837, 1901 SKYLINE-TOPO - UPDATE 2022.DWG JOB NO. 22-7609.2

THIS DRAWING SHOULD BE PRINTED ON 24" X 36" SHEET. AT 100% SCALE, THE FOLLOWING LINE SHOULD BE ONE INCH LONG.

Title Report

Compass Commercial
724 Battery Street
San Francisco, CA 94111
Attn: Carlos Hague

Escrow Officer: Ruth Pike
Email: ruth.walker@ctt.com
File No.: FCLA-3832100223-JG
Escrow No.: FCLA-3832100223 -RP

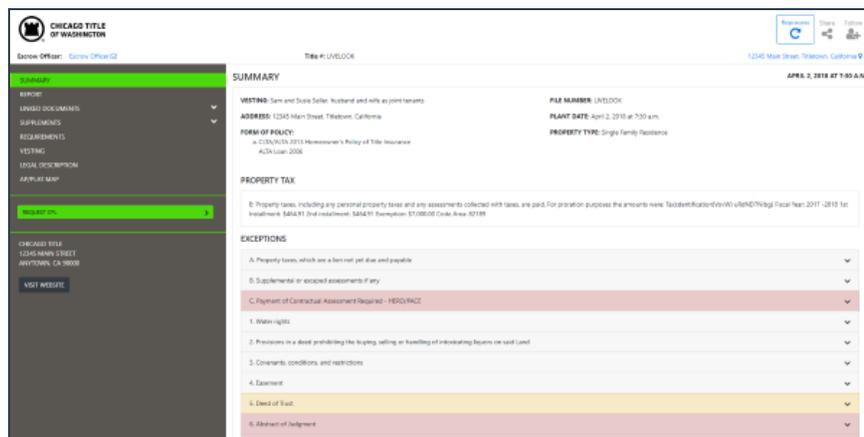
Property Address: 13193 Skyline Boulevard, Oakland, CA

Introducing LiveLOOK

LiveLOOK title document delivery system is designed to provide 24/7 real-time access to all information related to a title insurance transaction.

Access title reports, exception documents, an easy-to-use summary page, and more, at your fingertips and your convenience.

[To view your new Chicago Title LiveLOOK report, Click Here](#)



Effortless, Efficient, Compliant, and Accessible



PRELIMINARY REPORT

*In response to the application for a policy of title insurance referenced herein, **Chicago Title Company** hereby reports that it is prepared to issue, or cause to be issued, as of the date hereof, a policy or policies of title insurance describing the land and the estate or interest therein hereinafter set forth, insuring against loss which may be sustained by reason of any defect, lien or encumbrance not shown or referred to as an exception herein or not excluded from coverage pursuant to the printed Schedules, Conditions and Stipulations or Conditions of said policy forms.*

The printed Exceptions and Exclusions from the coverage and Limitations on Covered Risks of said policy or policies are set forth in Attachment One. The policy to be issued may contain an arbitration clause. When the Amount of Insurance is less than that set forth in the arbitration clause, all arbitrable matters shall be arbitrated at the option of either the Company or the Insured as the exclusive remedy of the parties. Limitations on Covered Risks applicable to the CLTA and ALTA Homeowner's Policies of Title Insurance which establish a Deductible Amount and a Maximum Dollar Limit of Liability for certain coverages are also set forth in Attachment One. Copies of the policy forms should be read. They are available from the office which issued this report.

This report (and any supplements or amendments hereto) is issued solely for the purpose of facilitating the issuance of a policy of title insurance and no liability is assumed hereby. If it is desired that liability be assumed prior to the issuance of a policy of title insurance, a Binder or Commitment should be requested.

The policy(ies) of title insurance to be issued hereunder will be policy(ies) of Chicago Title Insurance Company, a Florida corporation.

Please read the exceptions shown or referred to herein and the exceptions and exclusions set forth in Attachment One of this report carefully. The exceptions and exclusions are meant to provide you with notice of matters which are not covered under the terms of the title insurance policy and should be carefully considered.

It is important to note that this preliminary report is not a written representation as to the condition of title and may not list all liens, defects and encumbrances affecting title to the land.

Chicago Title Insurance Company

By:

President

Attest:

Secretary

Countersigned By:

Authorized Officer or Agent



Visit Us on our Website: www.ctic.com



ISSUING OFFICE: 1200 Concord Ave., Suite 400, Concord, CA 94520

FOR SETTLEMENT INQUIRIES, CONTACT:

Chicago Title Company
190 Hartz Avenue, #100 • Danville, CA 94526
(925)820-5700 • FAX (925)820-2698

**Another Prompt Delivery From Chicago Title Company Title Department
Where Local Experience And Expertise Make A Difference**

PRELIMINARY REPORT

Amendment A

Title Officer: John Giambrone
Email: john.giambrone@titlegroup.fntg.com
Title No.: FCLA-3832100223-JG

Escrow Officer: Ruth Pike
Email: ruth.walker@ctt.com
Escrow No.: FCLA-3832100223 -RP

TO: Compass Commercial
724 Battery Street
San Francisco, CA 94111
Attn: Carlos Hague

PROPERTY ADDRESS(ES): 13193 Skyline Boulevard, Oakland, CA

EFFECTIVE DATE: May 5, 2021 at 07:30 AM

The form of policy or policies of title insurance contemplated by this report is:

The Company has been informed that the loan policy requested in connection with the herein contemplated transaction will have a liability in the amount of \$0.00 and that , will be the named insured.

1. THE ESTATE OR INTEREST IN THE LAND HEREINAFTER DESCRIBED OR REFERRED TO COVERED BY THIS REPORT IS:

A FEE

2. TITLE TO SAID ESTATE OR INTEREST AT THE DATE HEREOF IS [VESTED IN:](#)

Emmanuel U. Okereke and Chetachi Adaku Okereke, husband and wife, as community property with right of survivorship

3. THE LAND REFERRED TO IN THIS REPORT IS DESCRIBED AS FOLLOWS:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

EXHIBIT "A"
Legal Description

For APN/Parcel ID(s): [037A-3142-048-00](#)

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF OAKLAND, COUNTY OF ALAMEDA, STATE OF CALIFORNIA AND IS DESCRIBED AS FOLLOWS:

PARCEL 2 OF PARCEL MAP 9998, FILED OCTOBER 26, 2015, ON PARCEL [MAP BOOK 330, PAGE 55 OF OFFICIAL RECORDS](#).

AT THE DATE HEREOF, EXCEPTIONS TO COVERAGE IN ADDITION TO THE PRINTED EXCEPTIONS AND EXCLUSIONS IN SAID POLICY FORM WOULD BE AS FOLLOWS:

1. Property taxes, which are a lien not yet due and payable, including any assessments collected with taxes to be levied for the fiscal year 2021-2022.
2. The lien of supplemental or escaped assessments of property taxes, if any, made pursuant to the provisions of Chapter 3.5 (commencing with Section 75) or Part 2, Chapter 3, Articles 3 and 4, respectively, of the Revenue and Taxation Code of the State of California as a result of the transfer of title to the vestee named in Schedule A or as a result of changes in ownership or new construction occurring prior to Date of Policy.
3. The Land lies within the boundaries of the Mello-Roos Community Facilities as follows:

CFD No.: 2014-1
For: County of Alameda California Home Finance Authority Community Facilities District (Clean Energy)
Disclosed by: Maps of Assessment and Community Facilities Districts in Map Book 18, Page 65
Filing Date: August 24, 2015
Recording Date: August 24, 2015
Recording No.: 2015235594, of Official Records

4. The herein described property lies within the boundaries of a Mello-Roos Community Facilities District (CFD) as follows:

CFD No: Community Facilities District No. A/C-3
For: East Bay Regional Park District
Disclosed by: Notice of Special Tax Lien
Recording Date: January 31, 2019
Recording No.: 2019-15593, Official Records

This property, along with all other parcels in the CFD, is liable for an annual special tax. This special tax is included with and payable with the general property taxes of the Oakland, County of Alameda. The tax may not be prepaid.

Further information may be obtained by contacting:

East Bay Regional Park District
2950 Peralta Oaks Court
Oakland, CA 94605
Attention: Chief Financial Officer

5. Easement(s) for the purpose(s) shown below and rights incidental thereto as delineated or as offered for dedication, on the map of said [tract/plat](#);

Purpose: Public Service Utility
Affects: as shown on Parcel Map

EXCEPTIONS
(continued)

6. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:

Granted to: City of Oakland, a municipal corporation
Purpose: Public Sewer and Public conduits
Recording Date: September 5, 1952
Recording No.: [Book 6819, Page 347, of Official Records](#)
Affects: A 5.0 foot strip across a portion of said land

7. Covenants, conditions and restrictions but omitting any covenants or restrictions, if any, including but not limited to those based upon race, color, religion, sex, gender, gender identity, gender expression, sexual orientation, marital status, national origin, ancestry, familial status, source of income, disability, veteran or military status, genetic information, medical condition, citizenship, primary language, and immigration status, as set forth in applicable state or federal laws, except to the extent that said covenant or restriction is permitted by applicable law, as set forth in the document

Recording Date: November 2, 1955
Recording No.: [Book 7832, Page 487, of Official Records](#)

8. Easement(s) for the purpose(s) shown below and rights incidental thereto as reserved in a document;

Reserved by: American Trust Company
Purpose: 5' Public Sewer and Utility
Recording Date: November 2, 1955
Recording No.: [Book 7832, Page 487, of Official Records](#)
Affects: As shown on Parcel Map

9. The search did not disclose any open mortgages or deeds of trust of record, therefore the Company reserves the right to require further evidence to confirm that the property is unencumbered, and further reserves the right to make additional requirements or add additional items or exceptions upon receipt of the requested evidence.

10. Any rights of the parties in possession of a portion of, or all of, said Land, which rights are not disclosed by the public records.

The Company will require, for review, a full and complete copy of any unrecorded agreement, contract, license and/or lease, together with all supplements, assignments and amendments thereto, before issuing any policy of title insurance without excepting this item from coverage.

The Company reserves the right to except additional items and/or make additional requirements after reviewing said documents.

END OF EXCEPTIONS

NOTES

Note 1. Notice: Please be aware that due to the conflict between federal and state laws concerning the cultivation, distribution, manufacture or sale of marijuana, the Company is not able to close or insure any transaction involving Land that is associated with these activities.

Note 2. Note: The name(s) of the proposed insured(s) furnished with this application for title insurance is/are:

Name(s) furnished: Chen Li Jun

If these name(s) are incorrect, incomplete or misspelled, please notify the Company.

Note 3. Note: Property taxes for the fiscal year shown below are PAID. For proration purposes the amounts were:

Tax Identification No.: 037A-3142-048-00

Fiscal Year:	2020-2021
1st Installment:	\$3,011.77
2nd Installment:	\$3,011.77
Exemption:	\$0.00
Land:	\$357,000.00
Improvements:	\$0.00
Personal Property:	\$0.00
Code Area:	17-001

Note 4. Pursuant to Government Code Section 27388.1, as amended and effective as of 1-1-2018, a Documentary Transfer Tax (DTT) Affidavit may be required to be completed and submitted with each document when DTT is being paid or when an exemption is being claimed from paying the tax. If a governmental agency is a party to the document, the form will not be required. DTT Affidavits may be available at a Tax Assessor-County Clerk-Recorder.

Note 5. Note: There are NO conveyances affecting said Land recorded within 24 months of the date of this report.

Note 6. Note: Effective January 1, 2019, as mandated through local ordinance, the transfer tax rates are as follows:

Full Value of Real Property Conveyed	Transfer Tax Rate
\$300,000 and less	1.0%
\$300,001 to \$2,000,000	1.5%
\$2,000,001 to \$5,000,000	1.75%
\$5,000,001 and above	2.5%

NOTE: These rates are for documents recorded on or after January 1, 2019, regardless of when the instrument was executed.

Note 7. The application for title insurance was placed by reference to only a street address or tax identification number. The proposed Insured must confirm that the legal description in this report covers the parcel(s) of Land requested to be insured. If the legal description is incorrect, the proposed Insured must notify the Company and/or the settlement company in order to prevent errors and to be certain that the legal description for the intended parcel(s) of Land will appear on any documents to be recorded in connection with this transaction and on the policy of title insurance.

NOTES
(continued)

- Note 8.** If a county recorder, title insurance company, escrow company, real estate agent or association provides a copy of the declaration, governing document or deed to any person, California law requires that the document provided shall include a statement regarding any unlawful restrictions. Said statement is to be in at least 14-point bold faced typed and may be stamped on the first page of any document provided or included as a cover page attached to the requested document. Should a party to this transaction request a copy of any document reported herein that fits this category, the statement is to be included in the manner described.
- Note 9.** Any documents being executed in conjunction with this transaction must be signed in the presence of an authorized Company employee, an authorized employee of an agent, an authorized employee of the insured lender, or by using Bancserv or other approved third-party service. If the above requirements cannot be met, please call the company at the number provided in this report.

END OF NOTES



Inquire before you wire!

WIRE FRAUD ALERT

This Notice is not intended to provide legal or professional advice.
If you have any questions, please consult with a lawyer.

All parties to a real estate transaction are targets for wire fraud and many have lost hundreds of thousands of dollars because they simply relied on the wire instructions received via email, without further verification. **If funds are to be wired in conjunction with this real estate transaction, we strongly recommend verbal verification of wire instructions through a known, trusted phone number prior to sending funds.**

In addition, the following non-exclusive self-protection strategies are recommended to minimize exposure to possible wire fraud.

- **NEVER RELY** on emails purporting to change wire instructions. Parties to a transaction rarely change wire instructions in the course of a transaction.
- **ALWAYS VERIFY** wire instructions, specifically the ABA routing number and account number, by calling the party who sent the instructions to you. **DO NOT** use the phone number provided in the email containing the instructions, use phone numbers you have called before or can otherwise verify. **Obtain the number of relevant parties to the transaction as soon as an escrow account is opened.** **DO NOT** send an email to verify as the email address may be incorrect or the email may be intercepted by the fraudster.
- **USE COMPLEX EMAIL PASSWORDS** that employ a combination of mixed case, numbers, and symbols. Make your passwords greater than eight (8) characters. Also, change your password often and do **NOT** reuse the same password for other online accounts.
- **USE MULTI-FACTOR AUTHENTICATION** for email accounts. Your email provider or IT staff may have specific instructions on how to implement this feature.

For more information on wire-fraud scams or to report an incident, please refer to the following links:

Federal Bureau of Investigation:
<http://www.fbi.gov>

Internet Crime Complaint Center:
<http://www.ic3.gov>

FIDELITY NATIONAL FINANCIAL PRIVACY NOTICE

Effective April 9, 2020

Fidelity National Financial, Inc. and its majority-owned subsidiary companies (collectively, "FNF," "our," or "we") respect and are committed to protecting your privacy. This Privacy Notice explains how we collect, use, and protect personal information, when and to whom we disclose such information, and the choices you have about the use and disclosure of that information.

A limited number of FNF subsidiaries have their own privacy notices. If a subsidiary has its own privacy notice, the privacy notice will be available on the subsidiary's website and this Privacy Notice does not apply.

Collection of Personal Information

FNF may collect the following categories of Personal Information:

- contact information (e.g., name, address, phone number, email address);
- demographic information (e.g., date of birth, gender, marital status);
- identity information (e.g. Social Security Number, driver's license, passport, or other government ID number);
- financial account information (e.g. loan or bank account information); and
- other personal information necessary to provide products or services to you.

We may collect Personal Information about you from:

- information we receive from you or your agent;
- information about your transactions with FNF, our affiliates, or others; and
- information we receive from consumer reporting agencies and/or governmental entities, either directly from these entities or through others.

Collection of Browsing Information

FNF automatically collects the following types of Browsing Information when you access an FNF website, online service, or application (each an "FNF Website") from your Internet browser, computer, and/or device:

- Internet Protocol (IP) address and operating system;
- browser version, language, and type;
- domain name system requests; and
- browsing history on the FNF Website, such as date and time of your visit to the FNF Website and visits to the pages within the FNF Website.

Like most websites, our servers automatically log each visitor to the FNF Website and may collect the Browsing Information described above. We use Browsing Information for system administration, troubleshooting, fraud investigation, and to improve our websites. Browsing Information generally does not reveal anything personal about you, though if you have created a user account for an FNF Website and are logged into that account, the FNF Website may be able to link certain browsing activity to your user account.

Other Online Specifics

Cookies. When you visit an FNF Website, a "cookie" may be sent to your computer. A cookie is a small piece of data that is sent to your Internet browser from a web server and stored on your computer's hard drive. Information gathered using cookies helps us improve your user experience. For example, a cookie can help the website load properly or can customize the display page based on your browser type and user preferences. You can choose whether or not to accept cookies by changing your Internet browser settings. Be aware that doing so may impair or limit some functionality of the FNF Website.

Web Beacons. We use web beacons to determine when and how many times a page has been viewed. This information is used to improve our websites.

Do Not Track. Currently our FNF Websites do not respond to "Do Not Track" features enabled through your browser.

Links to Other Sites. FNF Websites may contain links to unaffiliated third-party websites. FNF is not responsible for the privacy practices or content of those websites. We recommend that you read the privacy policy of every website you visit.

Use of Personal Information

FNF uses Personal Information for three main purposes:

- To provide products and services to you or in connection with a transaction involving you.
- To improve our products and services.
- To communicate with you about our, our affiliates', and others' products and services, jointly or independently.

When Information Is Disclosed

We may disclose your Personal Information and Browsing Information in the following circumstances:

- to enable us to detect or prevent criminal activity, fraud, material misrepresentation, or nondisclosure;
- to nonaffiliated service providers who provide or perform services or functions on our behalf and who agree to use the information only to provide such services or functions;
- to nonaffiliated third party service providers with whom we perform joint marketing, pursuant to an agreement with them to jointly market financial products or services to you;
- to law enforcement or authorities in connection with an investigation, or in response to a subpoena or court order; or
- in the good-faith belief that such disclosure is necessary to comply with legal process or applicable laws, or to protect the rights, property, or safety of FNF, its customers, or the public.

The law does not require your prior authorization and does not allow you to restrict the disclosures described above. Additionally, we may disclose your information to third parties for whom you have given us authorization or consent to make such disclosure. We do not otherwise share your Personal Information or Browsing Information with nonaffiliated third parties, except as required or permitted by law. We may share your Personal Information with affiliates (other companies owned by FNF) to directly market to you. Please see "Choices with Your Information" to learn how to restrict that sharing.

We reserve the right to transfer your Personal Information, Browsing Information, and any other information, in connection with the sale or other disposition of all or part of the FNF business and/or assets, or in the event of bankruptcy, reorganization, insolvency, receivership, or an assignment for the benefit of creditors. By submitting Personal Information and/or Browsing Information to FNF, you expressly agree and consent to the use and/or transfer of the foregoing information in connection with any of the above described proceedings.

Security of Your Information

We maintain physical, electronic, and procedural safeguards to protect your Personal Information.

Choices With Your Information

If you do not want FNF to share your information among our affiliates to directly market to you, you may send an "opt out" request by email, phone, or physical mail as directed at the end of this Privacy Notice. We do not share your Personal Information with nonaffiliates for their use to direct market to you without your consent.

Whether you submit Personal Information or Browsing Information to FNF is entirely up to you. If you decide not to submit Personal Information or Browsing Information, FNF may not be able to provide certain services or products to you.

For California Residents: We will not share your Personal Information or Browsing Information with nonaffiliated third parties, except as permitted by California law. For additional information about your California privacy rights, please visit the "California Privacy" link on our website (<https://fnf.com/pages/californiaprivacy.aspx>) or call (888) 413-1748.

For Nevada Residents: You may be placed on our internal Do Not Call List by calling (888) 934-3354 or by contacting us via the information set forth at the end of this Privacy Notice. Nevada law requires that we also provide you with the following contact information: Bureau of Consumer Protection, Office of the Nevada Attorney General, 555 E. Washington St., Suite 3900, Las Vegas, NV 89101; Phone number: (702) 486-3132; email: BCPINFO@ag.state.nv.us.

For Oregon Residents: We will not share your Personal Information or Browsing Information with nonaffiliated third parties for marketing purposes, except after you have been informed by us of such sharing and had an opportunity to indicate that you do not want a disclosure made for marketing purposes.

For Vermont Residents: We will not disclose information about your creditworthiness to our affiliates and will not disclose your personal information, financial information, credit report, or health information to nonaffiliated third parties to market to you, other than as permitted by Vermont law, unless you authorize us to make those disclosures.

Information From Children

The FNF Websites are not intended or designed to attract persons under the age of eighteen (18). We do not collect Personal Information from any person that we know to be under the age of thirteen (13) without permission from a parent or guardian.

International Users

FNF's headquarters is located within the United States. If you reside outside the United States and choose to provide Personal Information or Browsing Information to us, please note that we may transfer that information outside of your country of residence. By providing FNF with your Personal Information and/or Browsing Information, you consent to our collection, transfer, and use of such information in accordance with this Privacy Notice.

FNF Website Services for Mortgage Loans

Certain FNF companies provide services to mortgage loan servicers, including hosting websites that collect customer information on behalf of mortgage loan servicers (the "Service Websites"). The Service Websites may contain links to both this Privacy Notice and the mortgage loan servicer or lender's privacy notice. The sections of this Privacy Notice titled When Information is Disclosed, Choices with Your Information, and Accessing and Correcting Information do not apply to the Service Websites. The mortgage loan servicer or lender's privacy notice governs use, disclosure, and access to your Personal Information. FNF does not share Personal Information collected through the Service Websites, except as required or authorized by contract with the mortgage loan servicer or lender, or as required by law or in the good-faith belief that such disclosure is necessary: to comply with a legal process or applicable law, to enforce this Privacy Notice, or to protect the rights, property, or safety of FNF or the public.

Your Consent To This Privacy Notice; Notice Changes; Use of Comments or Feedback

By submitting Personal Information and/or Browsing Information to FNF, you consent to the collection and use of the information in accordance with this Privacy Notice. We may change this Privacy Notice at any time. The Privacy Notice's effective date will show the last date changes were made. If you provide information to us following any change of the Privacy Notice, that signifies your assent to and acceptance of the changes to the Privacy Notice. We may use comments or feedback that you submit to us in any manner without notice or compensation to you.

Accessing and Correcting Information; Contact Us

If you have questions, would like to correct your Personal Information, or want to opt-out of information sharing for affiliate marketing, send your requests to privacy@fnf.com, by phone to (888) 934-3354, or by mail to:

Fidelity National Financial, Inc.
601 Riverside Avenue,
Jacksonville, Florida 32204
Attn: Chief Privacy Officer

ATTACHMENT ONE

CALIFORNIA LAND TITLE ASSOCIATION STANDARD COVERAGE POLICY - 1990

EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy and the Company will not pay loss or damage, costs, attorneys' fees or expenses which arise by reason of:

1. (a) Any law, ordinance or governmental regulation (including but not limited to building or zoning laws, ordinances, or regulations) restricting, regulating, prohibiting or relating (i) the occupancy, use, or enjoyment of the land; (ii) the character, dimensions or location of any improvement now or hereafter erected on the land; (iii) a separation in ownership or a change in the dimensions or area of the land or any parcel of which the land is or was a part; or (iv) environmental protection, or the effect of any violation of these laws, ordinances or governmental regulations, except to the extent that a notice of the enforcement thereof or a notice of a defect, lien, or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
(b) Any governmental police power not excluded by (a) above, except to the extent that a notice of the exercise thereof or notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
2. Rights of eminent domain unless notice of the exercise thereof has been recorded in the public records at Date of Policy, but not excluding from coverage any taking which has occurred prior to Date of Policy which would be binding on the rights of a purchaser for value without knowledge.
3. Defects, liens, encumbrances, adverse claims or other matters:
 - (a) whether or not recorded in the public records at Date of Policy, but created, suffered, assumed or agreed to by the insured claimant;
 - (b) not known to the Company, not recorded in the public records at Date of Policy, but known to the insured claimant and not disclosed in writing to the Company by the insured claimant prior to the date the insured claimant became an insured under this policy;
 - (c) resulting in no loss or damage to the insured claimant;
 - (d) attaching or created subsequent to Date of Policy; or
 - (e) resulting in loss or damage which would not have been sustained if the insured claimant had paid value for the insured mortgage or for the estate or interest insured by this policy.
4. Unenforceability of the lien of the insured mortgage because of the inability or failure of the insured at Date of Policy, or the inability or failure of any subsequent owner of the indebtedness, to comply with the applicable doing business laws of the state in which the land is situated.
5. Invalidity or unenforceability of the lien of the insured mortgage, or claim thereof, which arises out of the transaction evidenced by the insured mortgage and is based upon usury or any consumer credit protection or truth in lending law.
6. Any claim, which arises out of the transaction vesting in the insured the estate or interest insured by this policy or the transaction creating the interest of the insured lender, by reason of the operation of federal bankruptcy, state insolvency or similar creditors' rights laws.

EXCEPTIONS FROM COVERAGE - SCHEDULE B, PART I

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) which arise by reason of:

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records.
Proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the public records.
2. Any facts, rights, interests, or claims which are not shown by the public records but which could be ascertained by an inspection of the land or which may be asserted by persons in possession thereof.
3. Easements, liens or encumbrances, or claims thereof, not shown by the public records.
4. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by the public records.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b) or (c) are shown by the public records.
6. Any lien or right to a lien for services, labor or material not shown by the public records.

**ATTACHMENT ONE
(CONTINUED)**

**CLTA HOMEOWNER'S POLICY OF TITLE INSURANCE (12-02-13)
ALTA HOMEOWNER'S POLICY OF TITLE INSURANCE**

EXCLUSIONS

In addition to the Exceptions in Schedule B, You are not insured against loss, costs, attorneys' fees, and expenses resulting from:

1. Governmental police power, and the existence or violation of those portions of any law or government regulation concerning:
 - a. building;
 - b. zoning;
 - c. land use;
 - d. improvements on the Land;
 - e. land division; and
 - f. environmental protection.

This Exclusion does not limit the coverage described in Covered Risk 8.a., 14, 15, 16, 18, 19, 20, 23 or 27.
2. The failure of Your existing structures, or any part of them, to be constructed in accordance with applicable building codes. This Exclusion does not limit the coverage described in Covered Risk 14 or 15.
3. The right to take the Land by condemning it. This Exclusion does not limit the coverage described in Covered Risk 17.
4. Risks:
 - a. that are created, allowed, or agreed to by You, whether or not they are recorded in the Public Records;
 - b. that are Known to You at the Policy Date, but not to Us, unless they are recorded in the Public Records at the Policy Date;
 - c. that result in no loss to You; or
 - d. that first occur after the Policy Date - this does not limit the coverage described in Covered Risk 7, 8.e., 25, 26, 27 or 28.
5. Failure to pay value for Your Title.
6. Lack of a right:
 - a. to any land outside the area specifically described and referred to in paragraph 3 of Schedule A; and
 - b. in streets, alleys, or waterways that touch the Land.

This Exclusion does not limit the coverage described in Covered Risk 11 or 21.
7. The transfer of the Title to You is invalid as a preferential transfer or as a fraudulent transfer or conveyance under federal bankruptcy, state insolvency, or similar creditors' rights laws.
8. Contamination, explosion, fire, flooding, vibration, fracturing, earthquake or subsidence.
9. Negligence by a person or an Entity exercising a right to extract or develop minerals, water, or any other substances.

LIMITATIONS ON COVERED RISKS

Your insurance for the following Covered Risks is limited on the Owner's Coverage Statement as follows:

- For Covered Risk 16, 18, 19 and 21, Your Deductible Amount and Our Maximum Dollar Limit of Liability shown in Schedule A.

The deductible amounts and maximum dollar limits shown on Schedule A are as follows:

	<u>Your Deductible Amount</u>	<u>Our Maximum Dollar Limit of Liability</u>
Covered Risk 16:	1.00% of Policy Amount Shown in Schedule A or \$2,500.00 (whichever is less)	\$ 10,000.00
Covered Risk 18:	1.00% of Policy Amount Shown in Schedule A or \$5,000.00 (whichever is less)	\$ 25,000.00
Covered Risk 19:	1.00% of Policy Amount Shown in Schedule A or \$5,000.00 (whichever is less)	\$ 25,000.00
Covered Risk 21:	1.00% of Policy Amount Shown in Schedule A or \$2,500.00 (whichever is less)	\$ 5,000.00

**ATTACHMENT ONE
(CONTINUED)**

2006 ALTA LOAN POLICY (06-17-06)

EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy, and the Company will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
 - (i) the occupancy, use, or enjoyment of the Land;
 - (ii) the character, dimensions, or location of any improvement erected on the Land;
 - (iii) the subdivision of land; or
 - (iv) environmental protection;or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.
- (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
3. Defects, liens, encumbrances, adverse claims, or other matters
 - (a) created, suffered, assumed, or agreed to by the Insured Claimant;
 - (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
 - (c) resulting in no loss or damage to the Insured Claimant;
 - (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 11, 13, or 14); or
 - (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Insured Mortgage.
4. Unenforceability of the lien of the Insured Mortgage because of the inability or failure of an Insured to comply with applicable doing-business laws of the state where the Land is situated.
5. Invalidity or unenforceability in whole or in part of the lien of the Insured Mortgage that arises out of the transaction evidenced by the Insured Mortgage and is based upon usury or any consumer credit protection or truth-in-lending law.
6. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction creating the lien of the Insured Mortgage, is
 - (a) a fraudulent conveyance or fraudulent transfer, or
 - (b) a preferential transfer for any reason not stated in Covered Risk 13(b) of this policy.
7. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the Insured Mortgage in the Public Records. This Exclusion does not modify or limit the coverage provided under Covered Risk 11(b).

The above policy form may be issued to afford either Standard Coverage or Extended Coverage. In addition to the above Exclusions from Coverage, the Exceptions from Coverage in a Standard Coverage policy will also include the following Exceptions from Coverage:

EXCEPTIONS FROM COVERAGE

[Except as provided in Schedule B - Part II, [t[or T]his policy does not insure against loss or damage, and the Company will not pay costs, attorneys' fees, or expenses that arise by reason of:

[PART I

[The above policy form may be issued to afford either Standard Coverage or Extended Coverage. In addition to the above Exclusions from Coverage, the Exceptions from Coverage in a Standard Coverage policy will also include the following Exceptions from Coverage:

1. (a) Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; (b) proceedings by a public agency that may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
2. Any facts, rights, interests, or claims that are not shown by the Public Records but that could be ascertained by an inspection of the Land or that may be asserted by persons in possession of the Land.
3. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.
4. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and not shown by the Public Records.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the Public Records.
6. Any lien or right to a lien for services, labor or material not shown by the Public Records.]

PART II

In addition to the matters set forth in Part I of this Schedule, the Title is subject to the following matters, and the Company insures against loss or damage sustained in the event that they are not subordinate to the lien of the Insured Mortgage:]

ATTACHMENT ONE (CONTINUED)

2006 ALTA OWNER'S POLICY (06-17-06)

EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy, and the Company will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
 - (i) the occupancy, use, or enjoyment of the Land;
 - (ii) the character, dimensions, or location of any improvement erected on the Land;
 - (iii) the subdivision of land; or
 - (iv) environmental protection;or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.
- (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
3. Defects, liens, encumbrances, adverse claims, or other matters
 - (a) created, suffered, assumed, or agreed to by the Insured Claimant;
 - (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
 - (c) resulting in no loss or damage to the Insured Claimant;
 - (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 9 and 10); or
 - (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Title.
4. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction vesting the Title as shown in Schedule A, is
 - (a) a fraudulent conveyance or fraudulent transfer; or
 - (b) a preferential transfer for any reason not stated in Covered Risk 9 of this policy.
5. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.

The above policy form may be issued to afford either Standard Coverage or Extended Coverage. In addition to the above Exclusions from Coverage, the Exceptions from Coverage in a Standard Coverage policy will also include the following Exceptions from Coverage:

EXCEPTIONS FROM COVERAGE

This policy does not insure against loss or damage, and the Company will not pay costs, attorneys' fees, or expenses that arise by reason of:

[The above policy form may be issued to afford either Standard Coverage or Extended Coverage. In addition to the above Exclusions from Coverage, the Exceptions from Coverage in a Standard Coverage policy will also include the following Exceptions from Coverage:

1. (a) Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; (b) proceedings by a public agency that may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
2. Any facts, rights, interests, or claims that are not shown by the Public Records but that could be ascertained by an inspection of the Land or that may be asserted by persons in possession of the Land.
3. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.
4. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and not shown by the Public Records.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the Public Records.
6. Any lien or right to a lien for services, labor or material not shown by the Public Records.]
7. [Variable exceptions such as taxes, easements, CC&R's, etc., shown here.]

**ATTACHMENT ONE
(CONTINUED)**

ALTA EXPANDED COVERAGE RESIDENTIAL LOAN POLICY - ASSESSMENTS PRIORITY (04-02-15)

EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy and the Company will not pay loss or damage, costs, attorneys' fees or expenses which arise by reason of:

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
 - (i) the occupancy, use, or enjoyment of the Land;
 - (ii) the character, dimensions, or location of any improvement erected on the Land;
 - (iii) the subdivision of land; or
 - (iv) environmental protection;or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5, 6, 13(c), 13(d), 14 or 16.
- (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 5, 6, 13(c), 13(d), 14 or 16.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
3. Defects, liens, encumbrances, adverse claims, or other matters
 - (a) created, suffered, assumed, or agreed to by the Insured Claimant;
 - (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
 - (c) resulting in no loss or damage to the Insured Claimant;
 - (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 11, 16, 17, 18, 19, 20, 21, 22, 23, 24, 27 or 28); or
 - (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Insured Mortgage.
4. Unenforceability of the lien of the Insured Mortgage because of the inability or failure of an Insured to comply with applicable doing-business laws of the state where the Land is situated.
5. Invalidity or unenforceability in whole or in part of the lien of the Insured Mortgage that arises out of the transaction evidenced by the Insured Mortgage and is based upon usury, or any consumer credit protection or truth-in-lending law. This Exclusion does not modify or limit the coverage provided in Covered Risk 26.
6. Any claim of invalidity, unenforceability or lack of priority of the lien of the Insured Mortgage as to Advances or modifications made after the Insured has Knowledge that the vestee shown in Schedule A is no longer the owner of the estate or interest covered by this policy. This Exclusion does not modify or limit the coverage provided in Covered Risk 11.
7. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching subsequent to Date of Policy. This Exclusion does not modify or limit the coverage provided in Covered Risk 11(b) or 25.
8. The failure of the residential structure, or any portion of it, to have been constructed before, on or after Date of Policy in accordance with applicable building codes. This Exclusion does not modify or limit the coverage provided in Covered Risk 5 or 6.
9. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction creating the lien of the Insured Mortgage, is
 - (a) a fraudulent conveyance or fraudulent transfer, or
 - (b) a preferential transfer for any reason not stated in Covered Risk 27(b) of this policy.
10. Contamination, explosion, fire, flooding, vibration, fracturing, earthquake, or subsidence.
11. Negligence by a person or an Entity exercising a right to extract or develop minerals, water, or any other substances.

Notice of Available Discounts

Pursuant to Section 2355.3 in Title 10 of the California Code of Regulations Fidelity National Financial, Inc. and its subsidiaries ("FNF") must deliver a notice of each discount available under our current rate filing along with the delivery of escrow instructions, a preliminary report or commitment. Please be aware that the provision of this notice does not constitute a waiver of the consumer's right to be charged the filed rate. As such, your transaction may not qualify for the below discounts.

You are encouraged to discuss the applicability of one or more of the below discounts with a Company representative. These discounts are generally described below; consult the rate manual for a full description of the terms, conditions and requirements for such discount. These discounts only apply to transactions involving services rendered by the FNF Family of Companies. This notice only applies to transactions involving property improved with a one-to-four family residential dwelling.

Not all discounts are offered by every FNF Company. The discount will only be applicable to the FNF Company as indicated by the named discount.

FNF Underwritten Title Companies

CTC - Chicago Title Company
CLTC - Commonwealth Land Title Company
FNTC - Fidelity National Title Company of California
FNTCCA - Fidelity National Title Company of California
TICOR - Ticor Title Company of California
LTC - Lawyer's Title Company
SLTC - ServiceLink Title Company

Underwritten by FNF Underwriters

CTIC - Chicago Title Insurance Company
CLTIC - Commonwealth Land Title Insurance Company
FNTIC - Fidelity National Title Insurance Company
FNTIC - Fidelity National Title Insurance Company
CTIC - Chicago Title Insurance Company
CLTIC - Commonwealth Land Title Insurance Company
CTIC - Chicago Title Insurance Company

Available Discounts

DISASTER LOANS (CTIC, CLTIC, FNTIC)

The charge for a Lender's Policy (Standard or Extended coverage) covering the financing or refinancing by an owner of record, within twenty-four (24) months of the date of a declaration of a disaster area by the government of the United States or the State of California on any land located in said area, which was partially or totally destroyed in the disaster, will be fifty percent (50%) of the appropriate title insurance rate.

CHURCHES OR CHARITABLE NON-PROFIT ORGANIZATIONS (CTIC, FNTIC)

On properties used as a church or for charitable purposes within the scope of the normal activities of such entities, provided said charge is normally the church's obligation the charge for an owner's policy shall be fifty percent (50%) to seventy percent (70%) of the appropriate title insurance rate, depending on the type of coverage selected. The charge for a lender's policy shall be forty percent (40%) to fifty percent (50%) of the appropriate title insurance rate, depending on the type of coverage selected.

ASSESSOR'S MAP 37A

Code Area Nos.17-001

WP

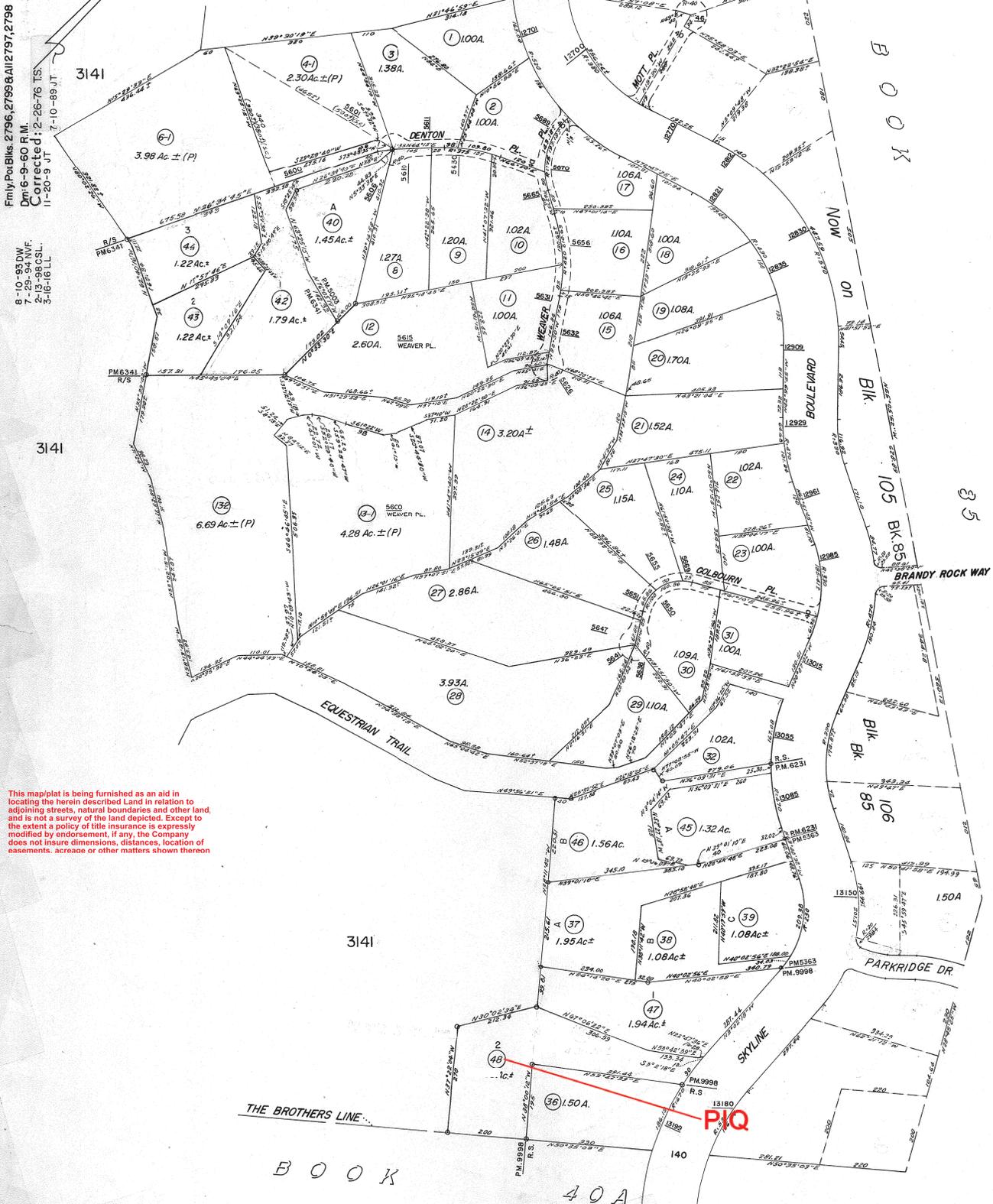
3142

RECORD OF SURVEY (R.S. Bk.2 Pg.37)
P.M. 5363 182/70 P.M.9998 330/55-57
P.M. 5003 198/69
P.M. 6341 208/24
P.M. 6231 234/29

Scale: 1" = 200'

Fmly Plat Blks 2796, 2799 & 112797, 2798
Cm 6-9-60 R.M.
Corrected: 2-26-76 TS
1-20-9 JT 7-10-89 JT

8-10-83 DW
7-29-94 W.F.
2-13-98 CSL
3-16-01 LL



This map/plat is being furnished as an aid in locating the herein described Land in relation to adjoining streets, natural boundaries and other land, and is not a survey of the land depicted. Except to the extent a policy of title insurance is expressly modified by endorsement, if any, the Company does not insure dimensions, distances, location of easements, acreage or other matters shown thereon

Ref: R.S.(R.S. Bk.2 Pg.22)

This map/plat is being furnished as an aid in locating the herein described Land in relation to adjoining streets, natural boundaries and other land, and is not a survey of the land depicted. Except to the extent a policy of title insurance is expressly modified by endorsement, if any, the Company does not insure dimensions, distances, location of easements, acreage or other matters shown thereon.

This map/plot is being furnished as an aid in locating the herein described land in relation to adjoining streets, natural boundaries and other land, and is not a survey of the land depicted. Except to the extent a policy of title insurance is expressly modified by endorsement, if any, the Company does not insure dimensions, distances, location of easements, acreage or other matters shown thereon.

Parcel Map 9998

Map Bk 330

PP55-57

OWNER'S STATEMENT

THE UNDERSIGNED HEREBY STATE THAT MBANUGO REVOCABLE TRUST UNDER AGREEMENT DATED MARCH 14, 1997 IS THE OWNER OF THE LAND DELINEATED AND EMBRACED WITHIN THE EXTERIOR BOUNDARY LINES ON THE HEREIN EMBODIED MAP ENTITLED "PARCEL MAP 9998, OAKLAND, ALAMEDA COUNTY, CALIFORNIA; THAT SAID OWNER ACQUIRED TITLE TO SAID LAND BY VIRTUE OF THE DEED RECORDED JULY 13, 2007, UNDER SERIES NO. 2007-29350, RECORDS OF ALAMEDA COUNTY, CALIFORNIA, AND THAT SAID OWNER CONSENT TO THE PREPARATION OF AND FILING OF THIS MAP.

MBANUGO REVOCABLE TRUST UNDER AGREEMENT DATED MARCH 14, 1997

Collin A. Mbanugo 1-5-2015
COLLIN A. MBANUGO, TRUSTEE DATE

Ogo E. Mbanugo 1-5-2015
OGO E. MBANUGO, TRUSTEE DATE

OWNERS' ACKNOWLEDGMENT

STATE OF CALIFORNIA
COUNTY OF ALAMEDA

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

ON JANUARY 5, 2015 BEFORE ME, E.E. LEVIN
A NOTARY PUBLIC IN AND FOR SAID STATE, PERSONALLY APPEARED COLLIN A. AND OGO E. MBANUGO, WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSONS WHOSE NAMES ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT THEY EXECUTED THE SAME IN THEIR AUTHORIZED CAPACITY AND THAT BY THEIR SIGNATURE ON THE INSTRUMENT THE PERSONS OR THE ENTITY UPON BEHALF OF WHICH THE PERSONS ACTED, EXECUTED THE INSTRUMENT.

I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE FOREGOING PARAGRAPH IS TRUE AND CORRECT.

SIGNATURE OF NOTARY PUBLIC: [Signature]
PRINTED NAME OF NOTARY: R.E. LEVIN
PRINCIPAL PLACE OF BUSINESS: ALAMEDA COUNTY
COMMISSION EXPIRES: JUNE 2, 2016

SURVEYOR'S STATEMENT

THIS MAP WAS PREPARED BY ME OR UNDER MY DIRECTION AND IS BASED UPON A FIELD SURVEY IN CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCE AT THE REQUEST OF COLLIN MBANUGO IN AUGUST OF 2014. I HEREBY STATE THAT THIS MAP SUBSTANTIALLY CONFORMS TO THE APPROVED OR CONDITIONALLY APPROVED TENTATIVE MAP, IF ANY. I HEREBY STATE THAT THE MONUMENTS ARE OF THE CHARACTER AND OCCUPY THE POSITIONS INDICATED, AND THAT THE MONUMENTS ARE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED.

1-5-2015
DATE
Robert J. Brunel
ROBERT J. BRUNEL, LS 4961



BENEFICIARY'S TRUSTEE'S STATEMENT

THE UNDERSIGNED, AS FEDERAL COURT APPOINTED LIQUIDATING TRUSTEE OF THE MERIDIAN MORTGAGE FUNDS, DOES HEREBY JOIN IN AND CONSENT TO THE EXECUTION OF THE FOREGOING OWNER'S STATEMENT AND TO THE PREPARATION AND RECORDATION OF THIS MAP AND ALL DEEDINGS AND DEDICATIONS THEREON.

[Signature] 1/15/2015
NAME: MARK CALVERT CPA, CASCADE CAPITAL GROUP
TITLE: TRUSTEE, MERIDIAN BANKRUPTCY DATE

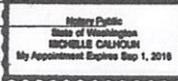
BENEFICIARY'S TRUSTEE'S ACKNOWLEDGMENT

STATE OF WASHINGTON
COUNTY OF KING
ON 1/13/2015 BEFORE ME, MARK CALVERT

A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, PERSONALLY APPEARED MARK CALVERT WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME IN HIS AUTHORIZED CAPACITY, AND BY HIS SIGNATURE ON THE INSTRUMENT THE PERSON, OR THE ENTITY UPON BEHALF OF WHICH THE PERSON ACTED, EXECUTED THE INSTRUMENT.

I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE FOREGOING PARAGRAPH IS TRUE AND CORRECT.

SIGNATURE OF NOTARY PUBLIC: [Signature]
PRINTED NAME OF NOTARY: MICHELLE CALHOUN
PRINCIPAL PLACE OF BUSINESS: US BANK
COMMISSION EXPIRES: SEPT 1, 2018



CITY ENGINEER'S STATEMENT

I, MICHAEL J. NEARY, HAVING BEEN AUTHORIZED TO PERFORM THE FUNCTION OF THE CITY ENGINEER OF THE CITY OF OAKLAND, ALAMEDA COUNTY, CALIFORNIA, DO HEREBY CERTIFY THAT I HAVE EXAMINED THE HEREON EMBODIED PARCEL MAP ENTITLED "PARCEL MAP 9998, OAKLAND, ALAMEDA COUNTY, CALIFORNIA;" THAT THE SUBDIVISION AS SHOWN UPON SAID PARCEL MAP IS SUBSTANTIALLY THE SAME AS THAT APPEARING ON THE TENTATIVE PARCEL MAP AND ANY APPROVED ALTERATIONS THEREOF; THAT SAID PARCEL MAP COMPLIES WITH ALL PROVISIONS OF THE SUBDIVISION MAP ACT OF THE GOVERNMENT CODE AND THE LOCAL ORDINANCES APPLICABLE AT THE TIME OF APPROVAL OF THE TENTATIVE MAP.

IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND THIS 20th DAY OF January, 2015.



[Signature]
MICHAEL J. NEARY, RCE 35547
CITY ENGINEER, CITY OF OAKLAND
ALAMEDA COUNTY, STATE OF CALIFORNIA

OWNER/SUBDIVIDER:
COLLIN A. & OGO E. MBANUGO
13175 SKYLINE BOULEVARD
OAKLAND, CA 94619

CITY SURVEYOR'S STATEMENT

I, GILBERT E. HAYES, CITY SURVEYOR, HAVING BEEN AUTHORIZED TO PERFORM THE FUNCTIONS OF THE CITY SURVEYOR OF THE CITY OF OAKLAND, ALAMEDA COUNTY, CALIFORNIA, DO HEREBY CERTIFY THAT I HAVE EXAMINED THE HEREON EMBODIED TRACT MAP ENTITLED "PARCEL MAP 9998, OAKLAND, ALAMEDA COUNTY, CALIFORNIA;" I AM SATISFIED THAT THE PARCEL MAP IS TECHNICALLY CORRECT.

IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND THIS 20th DAY OF JANUARY, 2015.



GILBERT E. HAYES, PLS 4700
CITY SURVEYOR, CITY OF OAKLAND
ALAMEDA COUNTY, CALIFORNIA

CLERK OF THE BOARD OF SUPERVISORS STATEMENT

I, ANIKA CAMPBELL-BELTON, CLERK OF THE BOARD OF SUPERVISORS OF THE COUNTY OF ALAMEDA, STATE OF CALIFORNIA, DO HEREBY STATE THAT CERTIFICATES HAVE BEEN FILED AND DEPOSITS HAVE BEEN MADE IN CONFORMANCE WITH THE REQUIREMENTS OF SECTION 66492 AND 66493 OF THE GOVERNMENT CODE OF THE STATE OF CALIFORNIA.



DATED: 10/22/15
BY: [Signature] ANIKA CAMPBELL-BELTON
DEPUTY CLERK

RECORDER'S STATEMENT

FILED THIS 26th DAY OF October, 2015, AT 8:57 A.M. IN BOOK 330 OF MAPS, AT PAGE 56-57, AT THE REQUEST OF CHICAGO TITLE COMPANY.

Series No. 2015286993 STEVE MANNING
Fees: \$13.00



BY: [Signature]
DEPUTY COUNTY RECORDER

PARCEL MAP 9998

A PORTION OF THE LAND SHOWN ON THE RECORD OF SURVEY ENTITLED "PORTION OF AMERICAN TRUST COMPANY PROPERTY", FILED JULY 19, 1947 (2 R.S. 37-40) CITY OF OAKLAND, COUNTY OF ALAMEDA, CALIFORNIA JANUARY 2015

MORAN ENGINEERING, INC.

CIVIL ENGINEERS \ LAND SURVEYORS
1930 SHATTUCK AVENUE, SUITE A
BERKELEY, CALIFORNIA 94704
(510) 848-1930

F.B. NO. RR-65 SKYLINE-PALDING JOB NO. 14-7609

Parcel Map 9998

Map BK 330

Pg 52

OWNER'S STATEMENT

THE UNDERSIGNED HEREBY STATE THAT MBANUGO REVOCABLE TRUST UNDER AGREEMENT DATED MARCH 14, 1997 IS THE OWNER OF THE LAND DELINEATED AND EMBRACED WITHIN THE EXTERIOR BOUNDARY LINES ON THE HEREIN EMBODIED MAP ENTITLED PARCEL MAP 9998, OAKLAND, ALAMEDA COUNTY, CALIFORNIA; THAT SAID OWNER ACQUIRED TITLE TO SAID LAND BY VIRTUE OF THE DEED RECORDED JULY 13, 2007, UNDER SERIES NO. 2007-259350, RECORDS OF ALAMEDA COUNTY, CALIFORNIA, AND THAT SAID OWNER CONSENT TO THE PREPARATION OF AND FILING OF THIS MAP.

MBANUGO REVOCABLE TRUST UNDER AGREEMENT DATED MARCH 14, 1997

Collin A. Mbanugo
COLLIN A. MBANUGO, TRUSTEE

10-9-2015
DATE

Ogo E. Mbanugo
OGO E. MBANUGO, TRUSTEE

10/9/2015
DATE

OWNERS' ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA
COUNTY OF ALAMEDA

ON October 9, 2015 BEFORE ME, R.E. LEVIN

A NOTARY PUBLIC IN AND FOR SAID STATE, PERSONALLY APPEARED COLLIN A. AND OGO E. MBANUGO, WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSONS WHOSE NAMES ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT THEY EXECUTED THE SAME IN THEIR AUTHORIZED CAPACITY, AND THAT BY THEIR SIGNATURE ON THE INSTRUMENT THE PERSONS, OR THE ENTITY UPON BEHALF OF WHICH THE PERSONS ACTED, EXECUTED THE INSTRUMENT.

I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE FOREGOING PARAGRAPH IS TRUE AND CORRECT.

SIGNATURE OF NOTARY PUBLIC: R.E. Levin
PRINTED NAME OF NOTARY: R.E. LEVIN
PRINCIPAL PLACE OF BUSINESS: ALAMEDA COUNTY
COMMISSION EXPIRES: 06/02/2016
COMMISSION NUMBER: 1980600

OWNER/SUBDIVIDER:
COLLIN A. & OGO E. MBANUGO
13175 SKYLINE BOULEVARD
OAKLAND, CA 94619

PARCEL MAP 9998

A PORTION OF THE LAND SHOWN ON THE RECORD OF SURVEY ENTITLED "PORTION OF AMERICAN TRUST COMPANY PROPERTY", FILED JULY 19, 1947 (2 R.S. 37-40) CITY OF OAKLAND, COUNTY OF ALAMEDA, CALIFORNIA JANUARY 2015

MORAN ENGINEERING, INC.

CIVIL ENGINEERS \ LAND SURVEYORS
1930 SHATTUCK AVENUE, SUITE A
BERKELEY, CALIFORNIA 94704
(510) 848-1930

F.B. NO. RR-65 SKYLINE-PMLDWG JOB NO. 14-7609

APN: 037A-3142-035-01 SHEET 2 OF 3

This map/plat is being furnished as an aid in locating the herein described land in relation to adjoining streets, natural boundaries and other land, and is not a survey of the land depicted. Except to the extent a policy of title insurance is expressly modified by endorsement, if any, the Company does not insure dimensions, distances, location of easements, acreage or other matters shown thereon.

Parcel Map 9998

Map BK 330

Pg 57

PARCEL MAP 9998

A PORTION OF THE LAND SHOWN ON THE RECORD OF SURVEY ENTITLED "PORTION OF AMERICAN TRUST COMPANY PROPERTY", FILED JULY 19, 1947 (2 R.S. 37-40) CITY OF OAKLAND, COUNTY OF ALAMEDA, CALIFORNIA
JANUARY 2015 SCALE: 1" = 100'

MORAN ENGINEERING, INC.

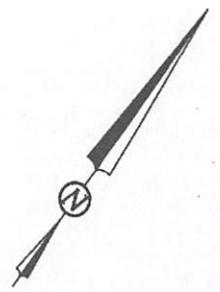
CIVIL ENGINEERS \ LAND SURVEYORS
1930 SHATTUCK AVENUE, SUITE A
BERKELEY, CALIFORNIA 94704
(510) 848-1930

OWNER/SUBDIVIDER:
COLLIN A. & OGD E. MBANUGO
13175 SKYLINE BOULEVARD
OAKLAND, CA 94619

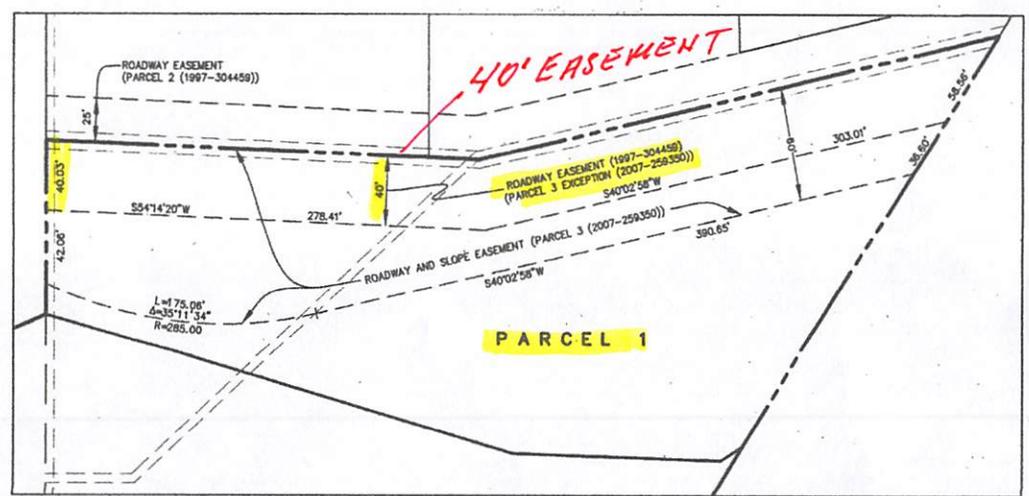
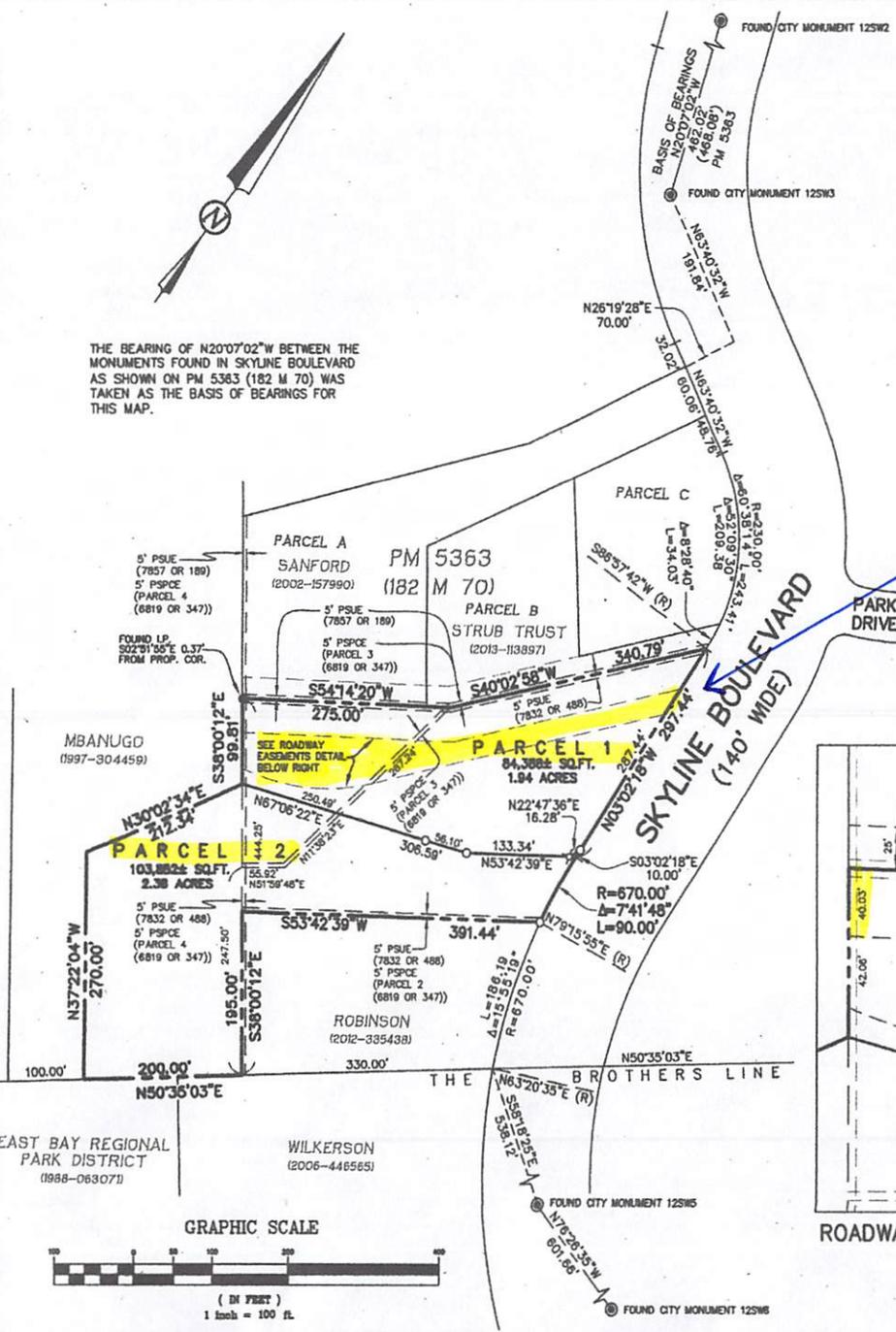
LEGEND

- FOUND CITY MONUMENT
- FOUND 3/4" IRON PIPE WITH TAG, LS 4632 PER PM 5653 (182 M 70)
- SET REBAR AND PLASTIC CAP, LS 4961
- ⊗ SET 3/4" BRASS TAG, LS 4961
- PSUE PUBLIC SEWER AND UTILITY EASEMENT
- - - PSPACE PUBLIC SEWER AND/OR PUBLIC CONDUIT EASEMENT
- PARCEL MAP BOUNDARY
- - - PROPOSED LOT LINES
- - - RIGHT OF WAY/EXISTING PARCEL LINES
- - - EXISTING EASEMENT LINES
- - - MONUMENT LINES
- - - MONUMENT TIE LINES

40' ROADWAY EASEMENT ON 13175 SKYLINE BLVD. APN. 037A-3142-047



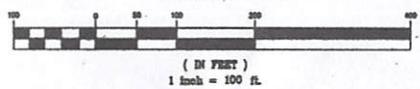
THE BEARING OF N20°07'02"W BETWEEN THE MONUMENTS FOUND IN SKYLINE BOULEVARD AS SHOWN ON PM 5363 (182 M 70) WAS TAKEN AS THE BASIS OF BEARINGS FOR THIS MAP.



ROADWAY EASEMENTS DETAIL

SCALE: 1" = 50'

GRAPHIC SCALE



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CHICAGO TITLE INSURANCE COMPANY



2533 North 117th Avenue • Omaha, NE 68164-3679 • Tel: (402) 498-7000 • Fax: (402) 496-8802

January 2, 2024

VIA U.S. MAIL AND EMAIL

Li Jun Chen
3220 Sheffield Ave.
Oakland, CA 94602

jon@forwarddesignbuild.com

Cc: carlos.hague@compass.com

RE:	Claim No.:	970005
	Policy No.:	FCLA-3832100223
	Insured:	Li Jun Chen
	Property:	13193 Skyline Boulevard Oakland, CA 94619

Dear Ms. Chen:

This letter is to inform you that Chicago Title Insurance Company (the “Company”) has reviewed the documents submitted with the above-referenced claim. As discussed below, coverage is not afforded for this claim at this time.

The Company understands the facts in connection with the claim to be as follows:

On or about June 23, 1995, TPB Holdings, Inc. conveyed title to certain property located in Alameda County, CA (the “Neighboring Parcel”) to Collin A. Mbanugo (“Mbanugo”), via Grant Deed recorded in Alameda County on June 23, 1995, as Document No. 95138115. Mbanugo conveyed title to the Neighboring Parcel to Collin A. Mbanugo and Ogo E. Mbanugo, Trustees of the Mbanugo Revocable Trust under agreement dated March 14, 1997 (the “Mbanugo Trust”), via Individual Quitclaim Deed recorded November 11, 1997, as Document No. 97304459.

On or about March 29, 2002, Alfred Covington, Jr. (“Covington”) and Mbanugo and Ogo Mbanugo executed an Easement Agreement, which was recorded March 11, 2004, as Document No. 2004104991 (the “2004 Easement”). The 2004 Easement, on its face, encumbers certain property then held by Covington (the “Covington Parcel”), which included property now commonly known as 13193 Skyline Boulevard, Oakland, CA 94619 (the “Property”), in favor of the Neighboring Parcel, with an unspecified forty-foot easement for construction and maintenance of an emergency vehicular access roadway.

On or about July 13, 2007, Donald Covington, as successor trustee of the Alfred Covington, Jr. Revocable Trust Dated May 1, 2003, conveyed title to the Covington Parcel to the Mbanugo Trust,

via Grant Deed recorded July 13, 2007, as Document No. 2007259350. At the time of such conveyance, the Mbanugo Trust held title to the Neighboring Parcel.

On or about January 20, 2015, Mbanugo caused to be recorded Parcel Map 9998 which creates two parcels from the Covington Parcel, which was recorded October 26, 2015, in Book 330 of Maps at Page 55-57 (“Parcel Map 9998”). Parcel 2 from Parcel Map 9998 is the Property, and Parcel Map 9998 also depicts the Neighboring Parcel westerly of the Property. A 40-foot roadway easement is depicted on Parcel Map 9998 crossing Parcel 1 along its northwesterly boundary, but there is no depiction of the 2004 Easement across Parcel 2.

On or about August 13, 2020, Gregory J. Ahern, Sherriff, County of Alameda, State of California conveyed title to the Neighboring Parcel to Ifeoma Adams (the “Neighbor”) via Sheriff’s Deed Under Writ of Sale recorded August 13, 2020, as Document No. 2020196831 (the “Neighbor’s Vesting Deed”).

On May 26, 2021, Emmanuel U. Okereke and Chetachi Adaku Okereke conveyed title to the Property to you via Grant Deed recorded May 26, 2021, as Document No. 2021197361 (the “Insured’s Vesting Deed”). In connection with this transaction, you were issued the above-referenced ALTA Owner’s Policy of Title Insurance (6/17/2006) (the “Policy”), with an effective date of May 26, 2021. The Policy was underwritten by the Company.

On or about November 27, 2023, the Neighbor filed an appeal with the City of Oakland Planning Commission in response to an approval of your building designs by the same entity (the “Appeal”). In the Appeal, the Neighbor asserts that the 2004 Easement is still a valid encumbrance on the Property, and that the approval fails to protect such right. Aside from the 2004 Easement’s existence in the chain of title, the Neighbor mentions a Preliminary Report issued by First American Title Insurance Company (“First American”) that mentions the 2004 Easement.

Please be advised that the Policy insures against loss or damage suffered by an insured by reason of certain enumerated Covered Risks, subject to the Exclusions from Coverage, the Exceptions contained in Schedule B, and the Conditions and Stipulations of the Policy.

It is the Company’s position that, when Mbanugo acquired title to the Covington Parcel, the 2004 Easement was extinguished by merger:

*A servitude is terminated when all the benefits and burdens come into a single ownership. Transfer of a previously benefited or burdened parcel into separate ownership does not revive a servitude terminated under the rule of this section. **Revival requires re-creation** under the rules stated in Chapter 2.¹*

When the Mbanugo Trust took title to the Covington Parcel in 2007, the Mbanugo Trust, by such transfer, simultaneously held fee simple ownership in both the dominant and servient tenements described in the 2004 Easement. In other words, all the benefits and burdens of the servitude of the 2004 Easement came into a single ownership under the Mbanugo Trust. At such time, the 2004

¹ Restatement (Third) of Property (Servitudes) § 7.5 (2000) (cited with approval in *Zanelli v. McGrath*, 166 Cal. App. 4th 615, 625, 82 Cal. Rptr. 3d 835, 842 (2008)) (emphasis added).

Easement was extinguished, and reviving the 2004 Easement thereafter required re-creating the easement. As neither the Neighbor's Vesting Deed, the Insured's Vesting Deed, nor any other document after Mbanugo acquired title to the Covington Parcel re-create the 2004 Easement, the 2004 Easement no longer encumbers the Property.

The Company is not affiliated with First American. However, the Company would further briefly note that the existence of the 2004 Easement as an exception on a product issued by a title insurance company does not constitute an affirmative representation by such company that the 2004 Easement is a continued valid encumbrance. This is true because a preliminary report is not a written representation as to the condition of title or an abstract of title, but rather an offer to insure.²

Based on the foregoing, the Company concludes that no Covered Risk is implicated as relates to the 2004 Easement and coverage is not afforded for this claim at this time.

Reference to any particular provision of the Policy in this letter, the contents of this letter, and the contents of any prior correspondence, do not constitute and shall not be construed as a waiver of any other term or provision of the Policy, any grounds for denial, or any applicable defenses as may be afforded by law. The Company retains the right to supplement this letter.

Please also note that the above is based upon the information currently available to the Company. If there are any facts which were unknown to the Company upon making this coverage determination, and which may alter such determination, please provide this information or documentation in writing as soon as possible and your claim will be reevaluated. If I do not receive additional information or documentation, your claim file will be closed in 30 days from the date of this letter.

Enclosed is a "Notice", which is being provided pursuant to California law. Please contact me at 402-498-7080 or via email at nathan.schaad@fnf.com should you have any questions or concerns regarding this matter. **Please reference the above claim number in all communications with my office.** Thank you.

Sincerely,



Nathan C. Schaad
Claims Counsel, AVP

Enclosure

² See Cal. Title Insurance Practice (Cont. Ed. Bar Supp.1988) § 2.11, p.14) ("A preliminary report is not an abstract of title") and Cal. Ins. Code §§ 12340.10 and 12340.11 ("no reliance may be placed on a preliminary report or a policy of title insurance to show the condition of title").

NOTICE

You have various rights, and limitations upon those rights, as provided in the policy or guarantee, under state or federal law, or under governmental regulations. It is important that you are aware of the following:

ARBITRATION

Your policy or guarantee may give you, and the Company, the right to Arbitration. If the right to Arbitration is contained in the Conditions and Stipulations of the policy or guarantee, then you may request that a neutral Arbitrator hear any coverage decision made by the Company. If you should decide to seek Arbitration, then the Company upon request will provide a copy of the Rules for Arbitration to you.

COMPLAINTS TO THE INSURANCE COMMISSIONER

If you believe all or part of your claim has been wrongfully denied or rejected, you may have the matter reviewed by the California Department of Insurance. The California Department of Insurance may be contacted at California Department of Insurance, Claims Services Bureau, 11th Floor, 300 South Spring Street, Los Angeles, California 90013. The telephone number is (213) 897-8921.

STATUTE OF LIMITATIONS

The statute of limitations governing a claim under a title insurance policy is two years pursuant to *California Code of Civil Procedure* §339.