



REPORT TO COUNCIL

City of Sacramento

915 I Street, Sacramento, CA 95814-2671
www.CityofSacramento.org

CONSENT
September 1, 2009

**Honorable Mayor and
Members of the City Council**

Title: Rescission of City Agreement No. 2007-1098 (Subdivision Improvement Agreement)

Location/Council District: At 7788 24th Street in Council District 8 (see Attachment 2).

Recommendation: Adopt a **Resolution** authorizing the City Manager or designee, conditioned upon the merger of the lots created by the final map entitled "Park View Manor," recorded in the Office of the County Recorders in Book 372 of Maps, page 6, to execute the Agreement to Rescind City Agreement No. 2007-1098 (Subdivision Improvement Agreement).

Contact: Jerry Lovato, Senior Engineering Technician, (916) 808-7918

Presenters: None

Department: Transportation

Division: Engineering Services

Organization No: 15001151

Description/Analysis

Issue: The subdivider, Global Seven, INC., A California Corporation, has requested that the City of Sacramento agree to rescind a Subdivision Improvement Agreement, City Agreement No. 2007-1098. The Subdivision Improvement Agreement along with security was necessary to secure the construction of subdivision improvements as required by conditions of the tentative subdivision map. The subdivider is experiencing economic hardship resulting from the downturn in real estate market and is unable to construct subdivision improvements at this time. The subdivider has requested release of the security deposit. The lots created by this subdivision will be merged back into one lot upon the approval of the City Council to Rescind the City Agreement No. 2007-1098.

Policy Considerations: None

Environmental Considerations:

California Environmental Quality Act (CEQA): Status is exempt under Section 15061(b)(3) in which this activity has no potential of causing any significant effect on the environment.

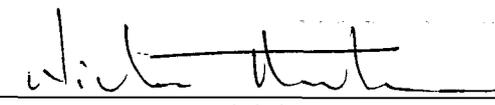
Sustainability Considerations: None

Committee/Commission Action: None

Rationale for Recommendation: After the approval of the Rescission of City Agreement No.2007-1098 by City Council and the subsequent recording of the lot merger of all lots created by the final map into one lot, off-site improvements will no longer be necessary.

Financial Considerations: The subdivider is responsible for all fees required to process the Rescission of said agreement and there is no cost to the City.

Emerging Small Business Development (ESBD): None

Respectfully Submitted by: 
Nicholas Theocharides
Engineering Services Manager

Approved by: 
Jerry Way
Director of Transportation

Recommendation Approved:


Ray Kerridge
City Manager

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Attachment 1**Background**Rescission of City Agreement No. 2007-1098 (Subdivision Improvement Agreement)

The subdivider, Global Seven, Inc., A California Corporation, has requested that the City of Sacramento agree to rescind a Subdivision Improvement Agreement, City Agreement No. 2007-1098. The Subdivision Improvement Agreement along with the security was necessary to secure the construction of subdivision improvements as required by conditions of the tentative subdivision map.

On December 9, 2004 the City Planning Commission approved a tentative map of Park View Manor to subdivide one parcel into thirteen lots located on 24th Street south of Meadowview Road and north of Laramore Avenue (Planning file no. P04-055). The tentative map condition required the Subdivider to construct full street frontage improvements including curb, gutter and sidewalk fronting on subject property along Peakdale Way and 24th Street.

On November 6, 2007 the public improvement plans were approved by the City and a "Notice to Proceed" to construct was issued.

On October 30, 2007 the Subdivider entered into an agreement with the City entitled "Subdivision Improvement Agreement" (City Agreement No. 2007-1098) and deposited with the City a Letter of Credit in the amount of \$304,500.00 as security for the construction of the required improvements.

On November 08, 2007, the final map entitled "Park View Manor" was recorded in the Office of the County Recorders in Book 372 of Maps, page 6. The recording of the final map allowed the selling of the newly created lots.

None of the street frontage improvements required by the subdivision improvement agreement were constructed nor have any building permits been issued to construct homes on any of the lots. Upon rescinding the Agreement No. 2007-1098, a lot merger to merge the 13 lots into one lot will be recorded prior to release of the Letter of Credit.

After recordation of the merger, all easements affecting the lot including the public road easement (Peakdale Way) will remain in place.

Attachment 2

Sacramento - Fee Exempt Pursuant
to Government Code Section 6103.

When Recorded, Mail to:

Office of the City Clerk
Historic City Hall
915 "I" Street, First Floor
Sacramento CA 95814-2604



Sacramento County Recording
Craig A Kramer, Clerk/Recorder
BOOK **20071024** PAGE **0577**
Wednesday, OCT 24, 2007 9:59:00 AM
Ttl Pd \$0.00 Mbr-0005123160
SJS/57/1-18

This Space for Recorder's Use

Subdivision Improvement Agreement - Public Improvement Proceeding No. P04-055 between the City of
Sacramento and Global Seven, Inc (Subdivider) re: Park View Manor

Title of Document

City of Sacramento, California

Public Improvement Proceeding No. P04-055

SUBDIVISION IMPROVEMENT AGREEMENT

THIS AGREEMENT, executed in duplicate, for purposes of identification dated OCTOBER 30, 2007 is made and entered into by and between the CITY OF SACRAMENTO, a municipal corporation, hereinafter referred to as "City", and GLOBAL SEVEN, INC., A CALIFORNIA CORPORATION hereinafter referred to as "Subdivider".

RECITALS

A. Subdivider has presented to City a certain parcel map or final map of a proposed subdivision of land located within the corporate limits of City.

B. The proposed subdivision of land is commonly known and described as Park View Manor and bears the City Public Improvement Proceeding Number set forth above. Said subdivision is hereinafter referred to as "the subdivision".

C. The map of the subdivision was filed with the City Clerk for presentation to the City Manager's designee for his or her approval, which map is referred to and incorporated herein.

D. Subdivider has requested approval of the map prior to the construction and completion of improvements, including but not limited to streets, highways or public ways, public utility facilities which are part of provisions for lot grading and drainage appurtenant to the subdivision, that are required by the Subdivision Map Act, the Subdivision Regulations of City, the tentative map (and approvals given in connection therewith) and final grading plan, if any, heretofore approved by the City Planning Commission. Said improvements are hereinafter referred to as "the required improvements".

E. The City Manager's designee, has approved the map of the subdivision and accepted all offers of dedication made in connection therewith (if applicable) on condition that Subdivider first enter into and execute this subdivision improvement agreement with City.

CITY
AGREEMENT NO. 2007-1098

AGREEMENTS

The parties hereto agree as follows:

1. Performance of Work. Subdivider agrees to furnish, construct and install at his own expense all required improvements as shown on the plans and specifications of said subdivision, a copy of which is on file in the Office of the City Engineer and is incorporated herein by reference.

2. Work; Satisfaction of City Engineer. All of the work on the required improvements is to be done at the places, of the materials, and in the manner, and at the grades, all as shown upon the approved plans and specifications, and to the satisfaction of the City Engineer.

3. Work; Time for Commencement and Performance. City hereby fixes the time for the commencement of the work to be done on the 30 day of OCTOBER, 2007, and for its completion to be within Three Hundred Sixty-Five (365) calendar days thereafter. At least fifteen (15) calendar days prior to the commencement of work hereunder, Subdivider shall notify the City Engineer in writing of the date fixed by Subdivider for commencement thereof, so that the City Engineer shall be able to provide services of inspection.

4. Time of Essence; Extension. Time is of the essence of this Agreement, but the dates for commencement and completion of the work of construction may be extended as herein provided. The City Engineer may extend said dates for delays in said work actually caused by inclement weather, riots, strikes, lockouts, fires, earthquakes, floods and conditions resulting therefrom, and the City Engineer also may grant an extension of the date for completion of the work of construction of up to one (1) year for any reason. Extension of said dates for any other cause shall be made only by the City Council. The City Engineer and City Council shall be the sole and final judge as to whether good cause has been shown to entitle Subdivider to an extension. Any extension granted pursuant to this paragraph shall not obligate City in any manner to grant other, further requests for extension.

5. Request for Extension; Granting. Any request for extension of any commencement and completion date shall be in writing, shall fully state the facts and grounds relied upon for said extension, and shall be delivered to City in the manner hereinafter specified for services of notices. Extension shall be granted in writing and any purported oral extension or purported oral agreement to make an extension shall not be valid for any purpose whatsoever.

6. Extension; No Release of Obligations. In the event it is deemed necessary by the City to extend the time of commencement or completion of the work to be done under this Agreement beyond the dates specified herein, such extension as shall be granted shall in no way release any guarantee given by Subdivider pursuant to this Agreement, or to relieve or release those providing improvement security pursuant to this Agreement. The sureties in executing the bonds shall be deemed to stipulate and agree that no change, extension of time, alteration or addition to the terms of the Agreement or to the work to be performed thereunder or the specifications accompanying the same shall in any way affect its obligation on the bond, and to waive notice of any such change, extension of time, alteration or addition to the terms of the Agreement or to the work or to the specifications.

7. Extension; Conditions. The granting of any extension may be conditioned upon Subdivider providing City with new or amended surety bonds in amounts increased to reflect increases in the costs of constructing the required improvements that have occurred prior to the granting of the extension or are likely to occur prior to the completion of the work.

8. Improvement Security. Concurrently with the execution hereof, Subdivider shall furnish City:

(a) Improvement security in the sum of Two Hundred Three Thousand and No/100

Dollars (\$203,000.00), which sum is equal to one-hundred percent (100%) of the estimated

cost of constructing the required improvements and the cost of any other obligation to be performed by Subdivider hereunder, securing the faithful performance of this Agreement.

(b) Separate improvement security in the sum of One Hundred One Thousand Five

Hundred and No/100 Dollars (\$101,500.00), which sum is equal to fifty percent (50%) of the

estimated cost of constructing the required improvements, securing

payment to the contractor, his subcontractor and to persons furnishing labor, materials or equipment to them for the construction of the required improvements.

The form of the improvement security shall be subject to the approval of the City Attorney. Improvement security shall be reduced or released by City only in the manner provided by the Subdivision Regulations of City. No change, alteration or addition to the terms of this Agreement or the plans and specifications accompanying the same shall in any manner affect the obligation of those providing improvement security pursuant to this Agreement.

9. Inspection Fees. The Engineering Services Fee which is paid by Subdivider to City includes a fee for construction inspection and no fee for that service is payable under the term of this Agreement, provided, however, that whenever reinspection or multiple inspections are necessary because of any delay set forth in paragraph four, an additional fee or fees may be payable at the sole discretion of City.

10. Hold Harmless Agreement. Subdivider hereby agrees to, and shall, indemnify and hold City, its elective and appointive boards, commissions, officers, agents and employees, harmless from any liability for damage or claims for damage for personal injury, including death, as well as from claims for property damage which may arise from Subdivider's or Subdivider's contractors, subcontractors', or agents' or employees' operations under this Agreement, whether such operations be by Subdivider or by any of Subdivider's contractors, subcontractors, or by any one or more persons directly or indirectly employed by, or acting as agent for, Subdivider or any of Subdivider's contractors or subcontractors. Subdivider agrees to, and shall, defend City and its elective and appointive boards, commissions, officers, agents and employees from any suits or actions at law or in equity for damages caused, or alleged to have been caused, by reason of any of the aforesaid operations; provided as follows:

(a) That City does not, and shall not, waive any rights against Subdivider which it may have by reason of the aforesaid hold harmless agreement, because of the acceptance by City, or the deposit with City by Subdivider, of any of the insurance policies described in paragraph 11 hereof.

(b) That the aforesaid hold harmless agreement by Subdivider shall apply to all damages and claims for damages of every kind suffered, or alleged to have been suffered, by reason of any of the aforesaid operations referred to in this paragraph, regardless of whether or not City has prepared, supplied, or approved of plans and/or specifications for the subdivision, or regardless of whether or not such insurance policies shall have been determined to be applicable to any of such damages or claims for damages.

11. Insurance Requirements: Prior to the commencement of any work on the improvements required by this Agreement, and until the improvements are completed and accepted by the City, Subdivider or Subdivider's contractor shall maintain the following insurance against liabilities arising out of activities performed by or on behalf of Subdivider or Subdivider's contractor.

If the Subdivider, contractor and City agree that the contractor will provide insurance, the contractor will be required to execute an agreement with the City assuming obligation for the hold harmless and insurance provisions of this Subdivision Improvement Agreement. If the contractor provides insurance required by this agreement, the Subdivider must complete the following certification.

"Subdivider certifies that no person(s) employed by Subdivider will perform any work or services under this agreement and that no motor vehicles operated or controlled by Subdivider will be used in the performance of any work or services under this agreement." _____ (Subdivider's initials)

It is understood and agreed by the Subdivider or contractor providing insurance that its liability to the CITY shall not in any way be limited to or affected by the amount of insurance coverage required or carried by the Subdivider or contractor in connection with this Agreement.

A. Minimum Scope & Limits of Insurance Coverage

(1) Commercial General Liability Insurance, providing coverage at least as broad as ISO CGL Form 00 01 on an occurrence basis for bodily injury, including death, of one or more persons, property damage and personal injury, with limits of not less than one million dollars (\$1,000,000) per occurrence. The policy shall provide contractual liability and products and completed operations coverage for the term of the policy.

(2) Automobile Liability Insurance providing coverage at least as broad as ISO Form CA 00 01 on an occurrence basis for bodily injury, including death, of one or more persons, property damage and personal injury, with limits of not less than one million dollars (\$1,000,000) per occurrence. The policy shall provide coverage for owned, non-owned and/or hired autos as appropriate to the operations of the SUBDIVIDER.

(3) Workers' Compensation Insurance with statutory limits, and Employers' Liability Insurance with limits of not less than one million dollars (\$1,000,000).

B. Additional Insured Coverage

(1) Commercial General Liability Insurance: The CITY, its officials, employees and volunteers shall be covered by policy terms or endorsement as additional insureds as respects general liability arising out of activities performed by or on behalf of the Subdivider or contractor, products and completed operations of Subdivider or contractor, and premises owned, leased or used by Subdivider or contractor.

(2) Automobile Liability Insurance: The CITY, its officials, employees and volunteers shall be covered by policy terms or endorsement as additional insureds as respects auto liability.

C. Other Insurance Provisions

The policies are to contain, or be endorsed to contain, the following provisions:

(1) Subdivider's or contractor's insurance coverage shall be primary insurance as respects CITY, its officials, employees and volunteers. Any insurance or self-insurance maintained by CITY, its officials, employees or volunteers shall be in excess of Subdivider or contractor's insurance and shall not contribute with it.

(2) Any failure to comply with reporting provisions of the policies shall not affect coverage provided to CITY, its officials, employees or volunteers.

(3) Coverage shall state that the Subdivider's or contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the

(4) CITY will be provided with thirty (30) days written notice of cancellation or material change in the policy language or terms.

D. Acceptability of Insurance

Insurance shall be placed with insurers with a Bests' rating of not less than A:V. Self-insured retentions, policy terms or other variations that do not comply with the requirements of this Section must be declared to and approved by the CITY Risk Management Division in writing prior to execution of this Agreement.

E. Verification of Coverage

(1) Subdivider or contractor shall furnish CITY with certificates and required endorsements evidencing the insurance required. The certificates and endorsements shall be forwarded to the CITY representative named in Exhibit A. Copies of policies shall be delivered to the CITY on demand.

~~Certificates of insurance shall be signed by an authorized representative of the insurance carrier.~~

(2) The CITY will not issue a Notice to Proceed with work on the improvements until the certificates of insurance and endorsements required have been provided. The CITY may cancel this Agreement if the insurance is canceled or if the Subdivider or contractor otherwise ceases to be insured as required herein.

F. Subcontractors

Subdivider or contractor shall require and verify that all contractors and subcontractors maintain insurance coverage that meets the minimum scope and limits of insurance coverage specified in subsection A, above.

12. Certificate of Insurance. Subdivider will have City's standard Certificate of Insurance completed and filed with the Risk Management Division within fifteen (15) days of the execution of this Agreement and prior to engaging in any work required by this Agreement. Said policies shall provide that no cancellation, major change in coverage, or expiration may be effected by the insurance company or the insured during the term of this Agreement, without first giving the City thirty (30) days written notice prior to ~~the effective date of such cancellation or change in coverage.~~

13. Title Improvements. Title to, and ownership of, all public improvements constructed hereunder by Subdivider shall vest absolutely in City, upon completion and acceptance of such improvements by City.

14. Repair or Reconstruction of Defective Work. Except as otherwise expressly provided in this Agreement, and excepting only items of routine maintenance, ordinary wear and tear and unusual abuse or neglect, Subdivider guarantees all work executed by him and all supplies, materials and devices of whatsoever nature incorporated in, or attached to the work, or otherwise delivered to City as a part of the work pursuant to the Agreement, to be absolutely free of all defects of workmanship and materials for a period of one year after final acceptance of the entire work by the City. Subdivider shall repair or replace any or all such work or material, together with all or any other work or material which may be displaced or damaged in so doing, that may prove defective in workmanship or material within said one year guarantee period without expense or charge of any nature whatsoever to City.

In the event that Subdivider shall fail to comply with the conditions of the foregoing guarantee within ten (10) days time, after being notified of the defect in writing, City shall have the right, but shall not be obligated, to repair, or obtain the repair of, the defect and Subdivider shall pay to City on demand all costs and expenses of such repair. Notwithstanding anything herein to the contrary, in the event that any defect in workmanship or materials covered by the foregoing guarantee results in a condition which constitutes an immediate hazard to the health or safety, or any property interest, or any person, City shall have the right to immediately repair, or cause to be repaired, such defect, and Subdivider shall pay to City on demand all costs and expense of such repair. The foregoing statement related to hazards to health and safety shall be deemed to include either temporary or permanent repairs, which may be required as determined in the sole discretion and judgment of City.

If City, at its sole option, makes or causes to be made the necessary repairs or replacements or performs the necessary work, Subdivider shall pay, in addition to actual costs and expenses of such repair

or work, fifteen percent (15%) of such costs and expenses for overhead and interest at the maximum rate of interest permitted by law accruing thirty (30) days of the date of billing for such work or repairs.

The foregoing guarantee shall not affect or limit in any way Subdivider's liability for latent defects that are not discovered during the one year guarantee period, nor shall it affect or limit in any way Subdivider's obligations and/or City's rights under the hold harmless clause set forth in Section 10, above.

15. Subdivider Not Agent of City. Neither Subdivider nor any of Subdivider's agents or contractors are or shall be considered to be agents of City in connection with the performance of Subdivider's obligations under this Agreement.

16. Notice of Breach and Default. If Subdivider refuses or fails to obtain prosecution of the work, or any severable part thereof, with such diligence as will insure its completion within the time specified, or any extension thereof, or fails to obtain completion of said work within such time, or if Subdivider should be adjudged a bankrupt, or Subdivider should make a general assignment for the benefit of Subdivider's creditors, or if a receiver should be appointed, or if Subdivider, or any of Subdivider's contractors, subcontractors, agents or employees, should violate any of the provisions of this Agreement, City Engineer may serve written notice upon Subdivider and Subdivider's surety of breach of this Agreement, or of any portion thereof, and default of Subdivider.

17. Breach of Agreement; Performance by Surety or City. In the event of any such notice of breach, Subdivider's surety shall have the duty to take over and complete the work and the improvement herein specified; provided, however, that if the surety, within fifteen (15) days after the serving upon it of such notice of breach, does not give City written notice of its intention to take over the performance of the contract, and does not commence performance thereof within fifteen (15) days after notice to City of such election, City may take over the work and prosecute the same to completion, by contract or by any other method City may deem advisable, for the account and at the expense of Subdivider, and Subdivider's surety shall be liable to City for any excess cost or damages occasioned City thereby; and, in such event, City,

without liability for so doing, may take possession of, utilize in completing the work, such materials, appliances, plant and other property, belonging to Subdivider as may be on the site of the work and necessary therefore.

18. Notices. All notices herein required shall be in writing, and delivered in person or sent by registered mail postage prepaid.

Notices required to be given to City shall be addressed as follows: City Engineer, New City Hall, 915 "I" Street, 3rd Floor, Sacramento, California 95814.

Notices required to be given to Subdivider shall be addressed as follows: GLOBAL SEVEN, INC., A CALIFORNIA CORPORATION, 510 CONTRA COSTA BLVD., PLEASANT HILL, CA 94523 → 136 Penbody
Haw. St.

Any party or the surety may change such address by notice in writing to the other party and thereafter notices shall be addressed and transmitted to the new address.

19. Legal Description. The legal description of all lands within the proposed subdivision is attached hereto, marked Exhibit "A" and incorporated herein by reference.

20. Recordation of Agreement or Abstract of the Agreement. Subdivider agrees that the City may record a copy of the Agreement or an Abstract of said Agreement in the Official Records of Sacramento County.

21. Assignment. This Agreement will not be assigned without the written prior consent of City.

22. Street Trees. Pursuant to City Code Section 16.48.110(f), the Subdivider shall pay to the City for furnishing and installing street trees the sum of One Thousand Four Hundred and No/100 Dollars (\$1,400.00). In consideration of such payment, the City agrees to furnish and install the street trees. However, the trees shall be planted at such time as to maximize their survival.

23. Park and Recreational Fee. Pursuant to City Code Section 16.64, the Subdivider shall pay to the City the sum of Thirty-Seven Thousand One Hundred Ninety and 40/100 Dollars (\$37,190.40), for the purpose of acquiring, improving or expanding public parks, playgrounds and recreational facilities.

24. Bridge Construction Fee (Pocket Area Only). Subdivider shall, before the approval of the final map and as a condition precedent to the recordation thereof, pay to the City the sum of Zero Dollars (\$0.00),

for bridge district fees as required by the applicable provisions of Chapter 16.60 (Fee For Bridges On Major Thoroughfares) of the City Code and Resolution No. 77-549 adopted September 13, 1977.

25. Monumentation. The sum of Two Hundred and No/100 Dollars (\$200.00), has been included in the Performance Bond, which sum is the estimated cost of setting the monuments required by the City Code Chapter 16.44. In the event that the required monuments are not set prior to the issuance of a Notice of Completion by the City, a corporate surety bond or a letter of credit in the amount of \$200.00 shall be furnished to the City for the release of the Performance Bond.

26. Covenants Run with Subdivider's Land. The parties agree that all of Subdivider's agreements and obligations contained herein are covenants which run with the lands within the subdivision, in accordance with Section 1468 of the Civil Code, and the burden thereof shall be binding upon Subdivider's constituents, successors and assigns.

27. Subdivider's Representations Regarding Ownership. Subdivider certifies that it owns full legal title to all lands within the subdivision. Each individual executing this Agreement on behalf of a corporation or partnership represents and warrants to city that he or she has been authorized to do so by the entity on whose behalf he or she executes this Agreement and that said entity will thereby be obligated to perform the terms of this Agreement.

28. Joint and Several Liability. In the event that Subdivider consists of more than one party, each person, entity or other party described as the "Subdivider" in the first paragraph of this Agreement and/or executing this Agreement for Subdivider, shall be jointly and severally liable for each and every obligation and requirement imposed on Subdivider herein.

29. Attorney's Fee. If the services of any attorney are required by either party to secure the performance of this Agreement, or otherwise upon the breach or the default of either party, or if any judicial remedy or arbitration is necessary to enforce or interpret any provision of this Agreement, the prevailing party shall be entitled to reasonable attorney fees, costs, and other expenses, in addition to any other relief to which such party may be entitled.

30. Waiver. The waiver by any party to this Agreement of a breach of any provision of this Agreement shall not be deemed a continuing waiver or a waiver of any subsequent breach of that or any other provision of the Agreement.

31. Additional Terms and Conditions. This Agreement is subject to the following additional terms and conditions:

a.) Subdivider and/or his successors shall be responsible for installing landscaping in the area between the curb and sidewalk where the sidewalks are separated from the curb adjacent to single-family residential or commercial lots. Future property owners adjacent to such landscaping shall be responsible for maintaining the landscaping along their respective frontages. Subdivider shall disclose this maintenance responsibility to prospective future property owners. Maintenance shall include the repair and/or replacement of all vegetation, masonry structures and walls, irrigation fixtures and equipment, sidewalks, lighting and other materials and facilities within the landscaped areas and shall meet or exceed City standards and specifications for landscape maintenance. Landscape maintenance responsibility shall include payment of all utility bills associated with maintaining the landscaping, including but not limited to water and electrical bills.

b.) Inasmuch as the obligations imposed by this Section 31 upon Subdivider and its successors in interest are permanent obligations, this Agreement shall remain of record notwithstanding the completion of the improvements specified herein.

IN WITNESS WHEREOF, the parties hereto, have executed this Agreement on the dates set forth below their respective signatures.

CITY OF SACRAMENTO,
a Municipal Corporation

*SUBDIVIDER:
GLOBAL SEVEN, INC., A CALIFORNIA
CORPORATION
510 CONTRA COSTA BLVD., PLEASANT HILL,
CA 94523

By: [Signature]

By: [Signature]
(Signature)

Print Name: RONARD FOONS
Title: SUPERVISING ENGINEER
For Ray Kerridge, City Manager

Print Name: RICHARD YEN
Title: PRESIDENT

Dated: 10-2-07

Date Signed: 9/21/2007

ATTEST:

By: [Signature]
(City Clerk)

By: [Signature]
(Signature)

Dated: 10-19-07

Print Name: ELAINE CHAN aka ELAINE YEW CHAN

Title: CFO

ORIGINAL APPROVED AS TO FORM:

Date Signed: 9/21/07

By: [Signature]
(City Attorney)

* "Subdivider" is owner of property subject to this unless otherwise noted

Dated: 9-27-07

* Attach All-Purpose Acknowledgement Notary Certification(s) for Owner's Signature(s)
* If the Owner is a corporation, the following two signatures are required:

(1) The first signature by either the Chairman of the Board, the President or any Vice President of the corporation; and

(2) The second signature by either the Secretary, any Assistant Secretary, the Chief

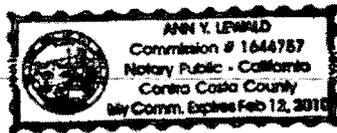
CITY
AGREEMENT NO. 2007-1098

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California }
County of CONTRA COSTA } ss.
On 09-22-2007 before me, ANN Y LEWALD, NOTARY PUBLIC
personally appeared ELAINE YEN CHAN

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.

Ann Y Lewald
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: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

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

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

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California
County of Sacramento) ss.

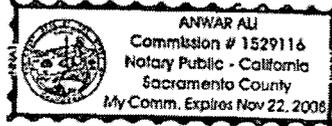
On October 17, 2007, before me Anwar Ali, a Notary Public
personally appeared Ronald Fong

- personally known to me
- 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 author-
ized capacity, and that by his signature on the instrument the person,
or the entity upon behalf of which the person acted, executed the
instrument.

WITNESS my hand and official seal.

Signature of Notary Public



Notary Seal

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: Subdivision Improvement Agreement-P04-055

Document Date: 10/30/2007 Number of Pages: 17

Signer(s) Other Than Named Above: Elaine Chan aka Elaine Yen Chan
Paul Gale, Richard Yen

EXHIBIT A

THE LAND REFERRED TO IN THIS DOCUMENT IS SITUATED IN THE COUNTY OF SACRAMENTO, CITY OF SACRAMENTO, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

ALL THAT PORTION OF THE WEST THREE-QUARTERS OF THE WEST ONE-HALF OF SECTION 7, TOWNSHIP 7 NORTH, RANGE 5 EAST, M.D.B. & M., DESCRIBED AS FOLLOWS:

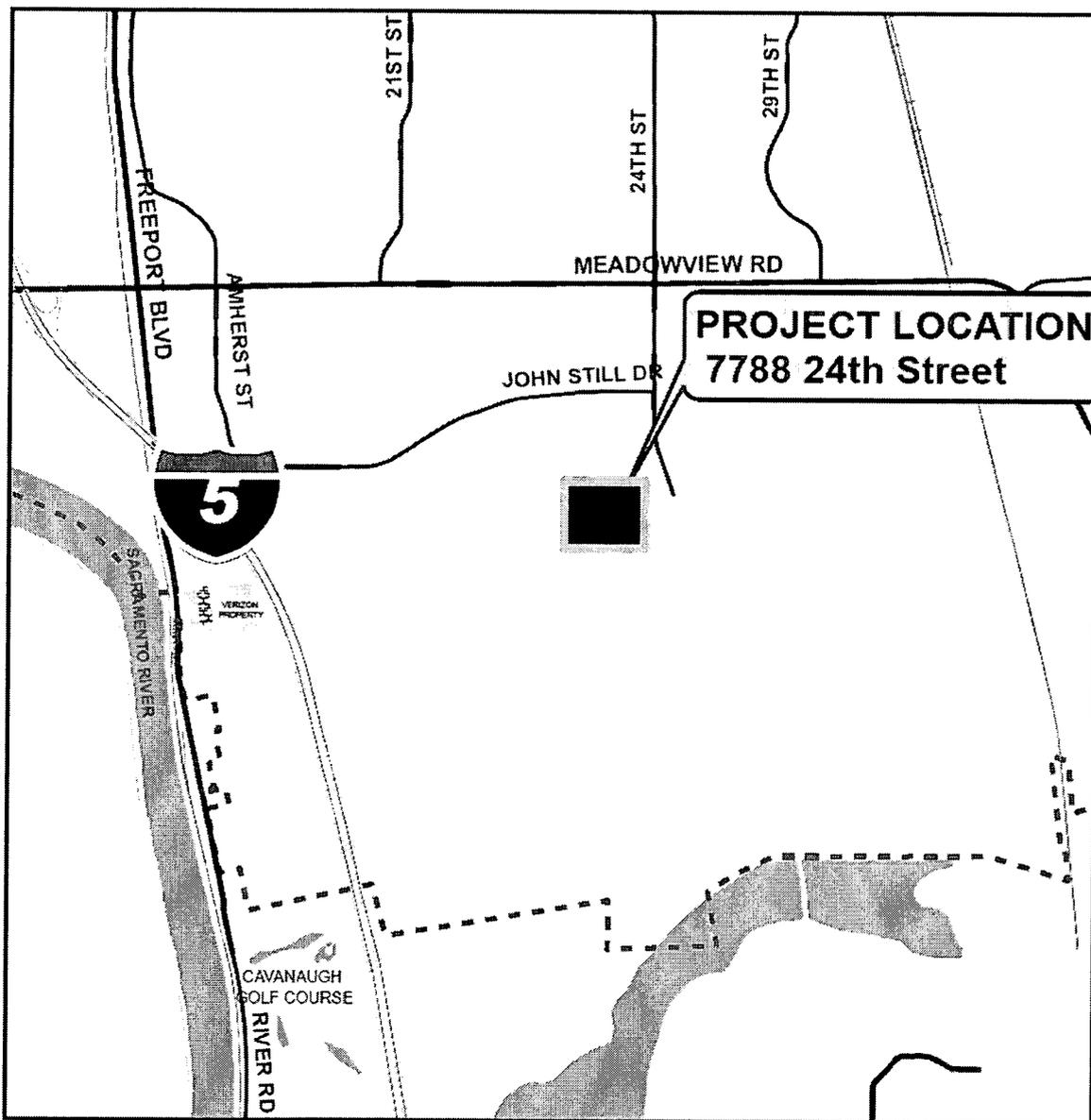
BEGINNING AT A POINT LOCATED IN SAID SECTION 7, FROM WHICH THE MOST SOUTHERLY CORNER OF MEADOWVIEW VILLAGE UNIT NO. 5, THE OFFICIAL PLAT OF WHICH IS RECORDED IN THE OFFICE OF THE RECORDER OF SACRAMENTO COUNTY, IN BOOK 62 OF MAPS, MAP NO. 29, BEARS THE FOLLOWING (3) COURSES AND DISTANCES: (1) NORTH 26°17'50" EAST 28.28 FEET, (2) NORTH 18°42'10" WEST 174.17 FEET AND (3) NORTH 15°14'52" WEST 165.35 FEET; THENCE FROM SAID POINT OF BEGINNING, SOUTH 48°42'10" EAST 60.00 FEET; THENCE SOUTHEASTERLY, CURVING TO THE RIGHT ON AN ARC OF 20.00 FEET RADIUS, SAID ARC BEING SUBTENDED BY A CHORD BEARING SOUTH 63°42'10" EAST 28.28 FEET; THENCE SOUTH 18°42'10" EAST 94.26 FEET; THENCE SOUTH 71°17'50" WEST 71.86 FEET; THENCE SOUTH 82°41'50" WEST 220.65 FEET; THENCE NORTH 71°53'10" WEST 128.38 FEET; THENCE SOUTH 89°57'50" WEST 81.00 FEET; THENCE SOUTH 71°01'40" WEST 110.92; THENCE SOUTH 89°57'50" WEST 75.26 FEET; THENCE NORTH 00°02'10" WEST 191.00 TO A POINT LOCATED ON THE SOUTHERLY BOUNDARY OF THAT CERTAIN 8.127 ACRE TRACT OF LAND DESCRIBED IN THE GRANT DEED EXECUTED BY LOU LARAMORE CONSTRUCTION COMPANY TO THE CITY OF SACRAMENTO, RECORDED IN BOOK 4369 OF OFFICIAL RECORDS, AT PAGE 206; THENCE ALONG SAID SOUTHERLY BOUNDARY THE FOLLOWING TWO (2) COURSES AND DISTANCES: (1) NORTH 89°57'50" EAST 486.62 FEET AND (2) CURVING TO THE LEFT ON AN ARC OF 277.39 FEET RADIUS, SAID ARC BEING SUBTENDED BY A CHORD BEARING NORTH 80°37'50" EAST 89.97 FEET TO THE POINT OF BEGINNING.

APN: 053-0010-052

Attachment 3

LOCATION MAP FOR

7788 24th Street



Attachment 4

RESOLUTION NO.

Adopted by the Sacramento City Council

**RESOLUTION AUTHORIZING THE CITY MANAGER OR DESIGNEE TO RESCIND
CITY AGREEMENT NO. 2007-1098 (SUBDIVISION IMPROVEMENT AGREEMENT)
LOCATED IN COUNCIL DISTRICT 8**

BACKGROUND

- A. The subdivider, Global Seven, Inc., A California Corporation, has requested that the City of Sacramento agree to rescind a Subdivision Improvement Agreement, City Agreement No. 2007-1098. The Subdivision Improvement Agreement along with security was necessary to secure the construction of subdivision improvements as required by conditions of the tentative final map. The subdivider is experiencing economic hardship resulting from the downturn in the real estate market and has requested release of security deposit. The lots created by this subdivision will be merged upon the approval of the City Council to Rescind the City Agreement No 2007-1098.
- B. City staff has reviewed the request to rescind the subdivision improvement agreement and has determined that no significant negative impact will result if the improvements are not constructed.

**BASED ON THE FACTS SET FORTH IN THE BACKGROUND, THE CITY COUNCIL
RESOLVES AS FOLLOWS:**

- Section 1. The City Manager or designee, conditioned upon the merger of the lots created by the final map entitled "Park View Manor," recorded in the Office of the County Recorders in Book 372 of Maps, page 6, is authorized to execute the Agreement to Rescind City Agreement No. 2007-1098.