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 Deputy City Attorney
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 Facsimile: (510) 238-6500

Attorneys for Defendant
 CITY OF OAKLAND

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 8 NATURAL HERITAGE INSTITUTE
 9 1423 Marshall Street
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 12 Facsimile: (866) 779-4316

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 235 Montgomery Street, 17th Floor
 San Francisco, CA 94104
 Telephone: (415) 954-4400
 Facsimile: (415) 954-4480

11 Attorneys for Plaintiff
 12 MILLSMONT HOMEOWNERS
 13 ASSOCIATION

Attorneys for Defendant
 DESILVA GATES CONSTRUCTION, L.P.

13 UNITED STATES DISTRICT COURT
 14 NORTHERN DISTRICT OF CALIFORNIA

16 MILLSMONT HOMEOWNERS
 17 ASSOCIATION,

Case No. C 06 03955 MMC

~~Proposed~~ CONSENT DECREE

18 Plaintiff,

19 vs.

20 CITY OF OAKLAND and DESILVA
 21 GATES CONSTRUCTION, L.P.,

22 Defendants.

23 Plaintiff Millsmont Homeowners' Association ("MHA") and the owners of real properties
 24 adjacent to Chimes Creek listed on Exhibit A hereto ("Homeowners") on the one hand, and
 25 defendants the City of Oakland (the "City") and DeSilva Gates Construction, L.P. ("DGC"), on
 26 the other hand, subject to approval by the Court, hereby agree to the terms and conditions of this
 27 Consent Decree. MHA, the Homeowners, the City, and DGC are referred to collectively as the
 28 "Parties," or individually as a "Party," to this Consent Decree.

RECITALS

1
2 WHEREAS, MHA is an unincorporated association of members, including Homeowners,
3 who reside within a largely residential area in central East Oakland, bound by Seminary Avenue
4 to the north, Interstate 580 to the east, Edwards/Sunkist to the south, and with
5 Hillmont/Delmont/Oakdale as its western perimeter, including residential properties located along
6 Chimes Creek as it runs east of Nairobi Place;

7 WHEREAS, the City is a municipal corporation and political subdivision of the State of
8 California, within which Chimes Creek is located;

9 WHEREAS, DGC is the general contractor and Leona LLC is the developer (collectively,
10 "DGC/Leona") of a residential development that was approved by the City in 2003 and is
11 currently under construction, known as the Leona Quarry Project;

12 WHEREAS, storm water from several sources, including Ridgemont, a residential
13 development constructed in the mid-1980s, Interstate 580, Leona Quarry, secondary roads and
14 other properties, flows to Chimes Creek;

15 WHEREAS, significant erosion occurred along Chimes Creek below Nairobi Place during
16 the 1981-1982 El Nino winter and in subsequent years, and was addressed by an Alameda Flood
17 Control District mitigation/restoration project in the early 1990s;

18 WHEREAS, erosion upstream of Nairobi Place began in the 1980s and accelerated in the
19 1990s, and a City sanitary sewer pipe was exposed in several locations along this section of
20 Chimes Creek;

21 WHEREAS, for several years, representatives of MHA, Homeowners and the City have
22 discussed proposals for mitigation of erosion and restoration of Chimes Creek upstream of
23 Nairobi Place, and proposals to repair and upgrade the sanitary sewer;

24 WHEREAS, as a condition of the City's approval of the Leona Quarry Project,
25 DGC/Leona constructed a permanent detention basin to manage peak storm water flows from
26 Ridgemont, as well as Leona Quarry, and thereby mitigate erosion in Chimes Creek;

27 WHEREAS, the detention basin was constructed in accordance with a design developed
28 by Balance Hydrologics, Inc., and approved by the City. The design provides a multi-purpose

1 water quality and detention basin with a small outlet near the base of the water-quality riser that
2 controls the release of water that accumulates in the basin during and after storm events, and a
3 larger detention outlet set approximately ten (10) feet higher in a separate detention riser that
4 attenuates peak discharge when the water quality volume is filled to approximately three (3) acre
5 feet. The lower outlet is designed to drain accumulated water from the basin over a period of 48
6 hours following a storm event, to address vector control, promote growth of healthy vegetation in
7 the basin and protect water quality;

8 WHEREAS, the capacity of the detention basin when filled to the upper outlet exceeds the
9 3,600 cubic feet of storage per acre draining into the basin, as specified for construction-phase
10 sediment basins under the Construction General Permit;

11 WHEREAS, the Regional Water Quality Control Board's ("Regional Board's") comments
12 to the City on the Subsequent EIR for the Leona Quarry Project, dated September 3, 2003,
13 reviewed the permanent design of the detention basin and stated "[i]n general, we would support
14 a water quality design that incorporates either a permanent pool, or detention of 48 hours or less.
15 Each of these designs should include appropriate measures to control vectors such as
16 mosquitoes;"

17 WHEREAS, the Regional Board has submitted other comments and issued other notices
18 on the design and operation of the detention basin, as documented in its records;

19 WHEREAS, the City and DGC received a notice of MHA's intent to file a citizen suit,
20 dated March 28, 2006, for alleged violations of the Clean Water Act, California Water Code,
21 Construction General Permit and Municipal General Permit relating to discharges to Chimes
22 Creek, among the other alleged violations ("60-Day Notice");

23 WHEREAS, on June 26, 2006, MHA filed a Complaint against the City and DGC,
24 entitled *Millsmont Homeowners Association v. City of Oakland and DeSilva Gates Construction,*
25 *L.P.*, No. C 06-03955 MMC, in the United States District Court for the Northern District of
26 California, alleging violations of the Clean Water Act, California Water Code Construction
27 General Permit and Municipal General Permit;

28

1 b. The City will strive to execute a Consultant Agreement with the Consultant
2 within forty-five (45) calendar days of the Parties' joint selection of the Consultant, subject to any
3 required City Council approval and provided that the selected Consultant meets all the normal
4 contracting requirements of the City. The City will consult with MHA as to the terms of the
5 Consultant Agreement. The funding provided by DGC/Leona under Section 4, below, will be
6 exclusively used to cover the fees and expenses authorized by the Consultant Agreement.

7 c. The Consultant Agreement shall provide for the Consultant to complete the
8 Feasibility Study, at a cost not to exceed the \$65,000 in funding as provided by DGC/Leona, no
9 later than one-hundred twenty (120) calendar days following the execution of the Consultant
10 Agreement, unless extended by mutual agreement of the City and MHA.

11 d. In the event that the Consultant Agreement has not been executed by the
12 date scheduled for the hearing on Court approval of the Consent Decree, the Parties will stipulate
13 to continue the date of such hearing until after the execution of the Consultant Agreement.

14 e. MHA will obtain agreement and signatures from the Homeowners, and
15 each of them, for access by the Consultant and the City to private property on and along Chimes
16 Creek for activities necessary and appropriate for performance of the Feasibility Study in the
17 form attached hereto as Exhibit C, upon the Parties' execution of the Consent Decree.

18 2. Project Manager. The City will provide MHA with the name and contact
19 information of the City's Project Manager. The Project Manager will specifically be the contact
20 for MHA's communications related to: the selection of the Consultant (Section 1.a above), the
21 Consultant Agreement (Section 1.b above), the conduct of the Feasibility Study (Section 1.c
22 above), efforts to secure funding for the Creek Project (Section 3.a below), and the Creek Project
23 (Sections 3.b – 3.c below).

24 3. Creek Project. The City staff and MHA will jointly undertake reasonable efforts
25 to obtain funding from the Alameda County Flood Control District, the U.S. Army Corps of
26 Engineers, and other suitable public and private funding sources, including the possibility of
27 funding from the City, to design, construct, and thereafter operate and maintain, the Creek Project
28 as described in the Feasibility Study.

1 in the total amount of Twenty-Five Thousand Dollars (\$25,000.00), as a compromise of
2 plaintiffs' demand for reimbursement of attorney's fees and costs, consultant and expert fees and
3 costs, and all other fees and costs incurred by or on behalf of MHA in connection with the claims,
4 allegations, litigation and settlement discussions resolved by this Consent Decree. Such
5 reimbursement will be by checks issued by DGC/Leona and the City as stated above, payable to
6 the "Natural Heritage Institute," and delivered as follows within thirty (30) days of the Effective
7 Date:

8 Richard Roos-Collins, Esq.
9 Natural Heritage Institute
10 100 Pine Street, Suite 1550
11 San Francisco, CA 94111

11 **III. DISPUTE RESOLUTION AND ENFORCEMENT**

12 6. If a dispute arises as to the claims, allegations and matters addressed by this
13 Consent Decree, including without limitation past or future discharges to Chimes Creek, or if any
14 Party believes that a breach of this Consent Decree has occurred, the Parties shall meet and confer
15 within thirty (30) days of receiving written notification from any other Party of a request for a
16 meeting. This notification shall explicitly state the nature, underlying facts and legal grounds for
17 the dispute or alleged breach. At this meeting, the Parties shall discuss the dispute or alleged
18 breach and seek to develop a mutually agreed upon plan, including implementation dates, to
19 resolve the dispute or alleged breach. If the Parties fail to meet and confer or if the meeting does
20 not resolve the issue, and after at least seven (7) days have elapsed since the meet and confer
21 occurred or should have occurred, each Party shall be entitled to all rights and remedies under the
22 law, including bringing a motion before the United States District Court for the Northern District
23 of California, which shall retain jurisdiction over the action for the Term of this Consent Decree,
24 for the limited purposes of enforcement of the terms of this Consent Decree.

25 **IV. JURISDICTION**

26 7. For the purposes of entry and enforcement of this Consent Decree, the Parties
27 stipulate that the United States District Court has jurisdiction over the Parties and subject matter
28 over this action, and that venue is appropriate in the Northern District of California. The Parties

1 further stipulate that the Court shall retain jurisdiction over the Parties for the Term of this
2 Consent Decree with respect to disputes arising under this Consent Decree for which any of the
3 Parties invoke dispute resolution and quarterly status reports by the Parties, as provided herein.

4 V. DISMISSAL, WAIVER AND RELEASE

5 8. MHA and the Homeowners shall dismiss, release and waive claims, on their own
6 behalf and on behalf of their respective members, successors, assigns, heirs, insurers, executors
7 and other representatives (collectively, "Releasers"), as follows:

8 a. Municipal Wastewater. Effective upon the Parties' execution of the
9 Consent Decree, claims in the Complaint against the City related to alleged discharges from the
10 sanitary sewer system (specifically, Claims 28 – 31) will be dismissed with prejudice, and
11 Releasers waive and covenant not to sue the City, and its elected and appointed officials, officers,
12 directors, employees, contractors and subcontractors, and each of their predecessors, successors,
13 assigns, insurers, agents, attorneys, consultants and other representatives, with respect to all other
14 such claims that were brought or could have been brought in the Complaint regarding such
15 alleged discharges, arising through the Effective Date of the Consent Decree. This waiver and
16 release does not include any of the Homeowners' claims for alleged property damage occurring
17 as a result of construction of the Sanitary Sewer Project.

18 b. Leona Quarry Project. Upon the Effective Date of the Consent Decree: (i)
19 claims in the Complaint against DGC and/or the City relating to the Leona Quarry Project will be
20 dismissed with prejudice; and (ii) Releasers waive, release and covenant not to sue DGC and the
21 City, and their respective elected and appointed officials, officers, directors, employees,
22 shareholders, parents, subsidiaries, affiliates (including, without limitation, Leona LLC),
23 contractors and subcontractors, and each of their predecessors, successors, assigns, insurers,
24 agents, attorneys, consultants and other representatives as to all other claims related to the Leona
25 Quarry Project that were brought or could have been brought in the Complaint, arising through
26 the Effective Date of the Consent Decree.

27 c. Other Claims. Upon the Effective Date, all remaining claims in the
28 Complaint against the City and/or DGC will be dismissed with prejudice. Additionally, if the

1 Creek Project is completed pursuant to Sections 3.b and 3.c, above, Releasors waive and covenant
2 not to sue the City and DGC, and their respective elected and appointed officials, officers,
3 directors, employees, shareholders, parents, subsidiaries, affiliates (including, without limitation,
4 Leona LLC), contractors and subcontractors, and each of their predecessors, successors, assigns,
5 insurers, agents, attorneys, consultants and other representatives, with respect to (i) all other
6 claims that could have been brought in the Complaint regarding such discharges from the City's
7 storm water system, including all claims for property damage and inverse condemnation resulting
8 from such discharges (regardless of the origin of such discharges), arising through the date of
9 completion of the Creek Project; and (ii) any future claims alleging property damage and inverse
10 condemnation from storm water discharges that are within the design standards of the Creek
11 Project; provided, however, that such claims are expressly reserved by Releasors unless and until
12 the Creek Project is completed.

13 d. Releasors expressly waive any rights or benefits available to them under
14 the provisions of California Civil Code § 1542, which provides as follows:

15 A general release does not extend to claims which the creditor does
16 not know or suspect to exist in his favor at the time of executing the
17 release, which if known by him must have materially affected his
18 settlement with the debtor.

19 9. DGC Release of the City as to Litigation Expenses. DGC, on its own behalf and
20 on behalf of its officers, directors, employees, shareholders, parents, subsidiaries, affiliates,
21 contractors and subcontractors, and each of their predecessors, successors, assigns, insurers,
22 agents, attorneys, consultants and other representatives, releases the City, and its elected and
23 appointed officials, officers, directors, employees, shareholders, parents, subsidiaries, affiliates,
24 contractors and subcontractors, and each of their predecessors, successors, assigns, insurers,
25 agents, attorneys, consultants and other representatives, and waives, all claims, allegations, and
26 requests for reimbursement for attorneys fees and costs, consultant fees and costs, administrative
27 costs, settlement payments and expenses, costs of litigation and other expenses relating directly or
28 indirectly to the claims released in Section 8 above.

1 10. City Release of DGC as to Litigation Expenses. The City, on its own behalf and
2 on behalf of its elected and appointed officials, officers, directors, employees, shareholders,
3 parents, subsidiaries, affiliates, contractors and subcontractors, and each of their predecessors,
4 successors, assigns, insurers, agents, attorneys, consultants and other representatives, releases
5 DGC, and its officers, directors, employees, shareholders, parents, subsidiaries, affiliates
6 (including, without limitation, Leona LLC), contractors and subcontractors, and each of their
7 predecessors, successors, assigns, insurers, agents, attorneys, consultants and other
8 representatives, and waives, all claims, allegations, and requests for reimbursement for attorneys
9 fees and costs, consultant fees and costs, administrative costs, settlement payments and expenses,
10 costs of litigation and other expenses relating directly or indirectly to the claims released in
11 Section 8 above.

12 11. Recordation of Releases and Access Agreement. The Parties stipulate and agree
13 that a Declaration of Covenants Running with the Land, in the form attached hereto as Exhibit D,
14 will be recorded by the City and MHA as to each Homeowners' real property identified in Exhibit
15 A, within thirty (30) days of the Effective Date. Nothing contained in this Consent Decree, or in
16 Exhibit D or Exhibit C to this Consent Decree, nor the execution or recording of this Consent
17 Decree or Exhibit D or Exhibit C to this Consent Decree, shall create, or shall be deemed to
18 create, any additional easement, or any covenant other than those expressly stated herein.

19 12. Notice to Prospective Purchasers. The Homeowners, and each of them, further
20 stipulate, agree and warranty that, pursuant to this Consent Decree, each Homeowner is obligated
21 to disclose to and obtain the assumption by its successors and assigns, the terms of this Consent
22 Decree and that, without limiting its disclosure obligations, each Homeowner will provide a copy
23 of this Consent Decree and exhibits, including the Declaration of Covenants (Exhibit D) and
24 Access Agreement (Exhibit C) to this Consent Decree, to any prospective purchaser in any
25 transaction contemplated to occur before recordation as provided in Section 11 above.

26 13. No Admission. The Parties enter into this Consent Decree for the purpose of
27 avoiding the time, expense and uncertainty of further litigation. Nothing in this Consent Decree
28 shall be construed as, and the City and DGC expressly do not intend to imply, any admission as to

1 any alleged fact, finding, issue of law, or violation of law, nor shall compliance with this Consent
2 Decree constitute or be construed as an admission by the City or DGC of any alleged fact,
3 finding, conclusion, issue of law, or violation of law. However, this paragraph shall not diminish
4 or otherwise affect the obligation, responsibilities, and duties of the Parties under this Consent
5 Decree.

6 **VI. MISCELLANEOUS PROVISIONS**

7 14. Court Approval. This Consent Decree is subject to notice, review and comment by
8 the United States Department of Justice, and approval by the Court, as provided by the Clean
9 Water Act.

10 15. Effective Date. The Effective Date of this Consent Decree shall be the date of
11 approval and entry by the Court.

12 16. Term of Consent Decree. The Consent Decree shall continue in effect for a period
13 of five (5) years from the Effective Date, and shall automatically terminate upon the expiration of
14 that five (5) year Term without further notice.

15 17. Execution in Counterparts. The Consent Decree may be executed in one or more
16 counterparts which, taken together, shall be deemed to constitute one and the same document.

17 18. Severability. In the event that any of the provisions of this Consent Decree are
18 held by a court to be unenforceable, the validity of the enforceable provisions shall not be
19 adversely affected.

20 19. Construction. The language in all parts of this Consent Decree, unless otherwise
21 stated, shall be construed according to its plain and ordinary meaning.

22 20. Authority to Sign. The undersigned are authorized to execute this Consent Decree
23 on behalf of their respective Parties and have read, understood and agreed to all of the terms and
24 conditions of this Consent Decree.

25 21. Integrated Consent Decree. All agreements, covenants, representations and
26 warranties, express or implied, oral or written, of the Parties concerning the subject matter of this
27 Consent Decree are contained herein.

1 22. Delivery of Notice or Documents. Any notices or other documents required or
2 provided for by this Consent Decree or related thereto that are to be provided to any of the Parties
3 pursuant to this Consent Decree shall be sent by both facsimile or e-mail transmission and first-
4 class mail to each of the following representatives of the Parties. Notice shall be deemed to be
5 given and received on the date received by facsimile or e-mail transmission, if such notice is
6 given by facsimile or e-mail transmission to all recipients between 9:00 a.m. and 5:00 p.m.
7 Pacific Standard Time ("PST") on a business weekday. If notice is given by facsimile or e-mail
8 transmission after 5:00 p.m. PST on a weekday or on a weekend day, notice shall be deemed
9 received on the next business weekday.

10 Notices or documents for MHA shall be sent to:

11 Chiye Azuma
12 Secretary, MHA
13 3829 Delmont Avenue
14 Oakland, CA 94605
15 Telephone: (510) 632-6210
16 Facsimile: (510) 635-2678
17 E-mail: chiye@cazuma.com

18 With copies sent to:

19 Richard Roos-Collins, Esq.
20 Natural Heritage Institute
21 100 Pine Street, Suite 1550
22 San Francisco, CA 94111
23 Telephone: (415) 693-3000
24 Facsimile: (415) 693-3178
25 E-mail: rrcollins@n-h-i.org

26 Notices or documents for the City shall be sent to:

27 Michael Neary, P.E.
28 Assistant Director
29 Design & Construction Services Department
30 City of Oakland Public works Agency
31 250 Frank H. Ogawa Plaza, Suite 4314
32 Oakland, CA 94612
33 Telephone: (510) 238-6659
34 Facsimile: (510) 238-6412
35 E-mail: mjneary@oaklandnet.com

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With copies sent to:

John A. Russo
City Attorney
William E. Simmons, Esq.
Deputy City Attorney
J. Patrick Tang, Esq.
Deputy City Attorney
City of Oakland
1 Frank H Ogawa Plaza, 6th Floor
Oakland, CA 94612
Telephone: (510) 238-3601
Facsimile: (510) 238-6500
E-mail: wesimmons@oaklandcityattorney.org
E-mail: jptang@oaklandcityattorney.org

Notices of documents for the DeSilva shall be sent to:

Michael Willcoxon, Esq.
Law Offices of Michael Willcoxon
11555 Dublin Blvd., Suite 201
Dublin, CA 94568
Telephone: (925) 803-4277
Facsimile: (925) 803-4270
E-mail: mwillcoxon@desilvagroup.com

With copies sent to:

Christopher Locke, Esq.
Farella Braun + Martel LLP
235 Montgomery Street, 17th Floor
San Francisco, CA 94104
Telephone: (415) 954-4486
Facsimile: (415) 954-4480
E-mail: clocke@fbm.com

23. Facsimile Signatures. The Parties' signatures to this Consent Decree transmitted by facsimile shall be deemed binding.

24. Attorneys' Fees and Costs. Except as provided in Paragraph 5 herein, each Party shall bear its own attorneys' fees and costs, expert and consultant fees and costs, litigation costs and expenses, and settlement costs and expenses.

25. Impossibility of Performance. No Party shall be considered to be in default in the performance of any of its obligations under this Consent Decree when performance becomes

1 impossible due to circumstances beyond the Party's control, or when failure to perform is
 2 materially contributed to by circumstances beyond the Party's control, including without
 3 limitation any Force Majeure, including any act of God, war, fire, earthquake, windstorm, flood
 4 or natural catastrophe; civil disturbance, vandalism, sabotage or terrorism; restraint by court order
 5 or public authority; or action or non-action by, or inability to obtain the necessary authorizations
 6 or approvals from any governmental agency. "Circumstances beyond the Party's control" shall
 7 not include normal inclement weather, economic hardship or inability to pay. Any Party seeking
 8 to rely upon this paragraph shall have the burden of establishing that it could not reasonably have
 9 been expected to avoid, and which by exercise of due diligence has been unable to overcome, the
 10 failure of performance.

11 26. Court Approval. If for any reason the Court should decline to approve this
 12 Consent Decree in the form presented, the Parties shall use their best efforts to work together to
 13 modify the Consent Decree within thirty (30) days so that it is acceptable to the Court. If the
 14 Parties are unable to modify this Consent Decree in a mutually acceptable manner within thirty
 15 (30) days, this Consent Decree is voidable at the sole discretion of any Party and the terms of this
 16 Consent Decree may not be used as evidence in any litigation between the Parties.

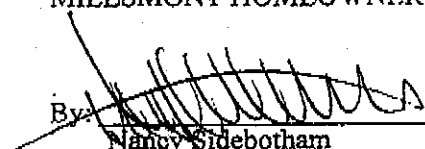
17 27. Quarterly Status Reports. On a quarterly basis, the Parties will jointly provide the
 18 Court with a report summarizing the status of their performance of such tasks, until excused by
 19 the completion of all tasks for which a Party is responsible under this Consent Decree.

20 28. Press Release. The Parties agree to jointly issue a press release concerning the
 21 settlement documented by this Consent Decree, in the form attached hereto as Exhibit F ("Joint
 22 Press Release"), within one (1) week of the Effective Date.

23 29. Final Judgment. The Parties hereto enter into this Consent Decree and submit it to
 24 the Court for approval and entry as a final judgment.

25 Dated: 9/4/08

MILLSMONT HOMEOWNERS ASSOCIATION

26 By: 
 27 Nancy Sidebotham
 28 President

1 Dated:

CITY OF OAKLAND

2
3
4 By: 

City Administrator

5 Dated:

DESILVA GATES CONSTRUCTION, L.P.

6
7 By: _____

Ernest D. Lampkin
Vice President and CFO

8
9 [Homeowners' Signatures Attached]

10 UPON STIPULATION AND AGREEMENT OF THE PARTIES, AND GOOD CAUSE
11 APPEARING, IT IS HEREBY ORDERED that this Consent Decree is approved and judgment is
12 entered accordingly, subject to the continuing jurisdiction of the Court for the five (5) year Term
13 of this Consent Decree with respect to the resolution of any disputes that may arise under the
14 Consent Decree, quarterly status reports by the Parties, and enforcement of the following
15 obligations of the Parties under the Consent Decree:

- 16 1. DeSilva/Leona's funding of the Feasibility Study in an amount not to exceed
17 \$65,000;
- 18 2. Completion of the Feasibility Study, as provided in Section 1, above;
- 19 3. Reasonable efforts by the City and MHA to obtain funding for the Creek Project
20 following completion of the Feasibility Study, as provided in Section 2, above; and
- 21 4. If such funding is secured, reasonable efforts by the City and MHA to develop
22 mutually agreeable provisions for access, construction, operation, and maintenance of the Creek
23 Project, as provided in Section 2, above.

24 APPROVED AND SO ORDERED:

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26 Dated:

MAXINE M. CHESNEY, Judge
United States District Court

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Dated: CITY OF OAKLAND

By: _____
City Administrator

Dated: DESILVA GATES CONSTRUCTION, L.P.

By: Ernest D. Lampkin
Ernest D. Lampkin
Vice President and CFO

[Homeowners' Signatures Attached]

UPON STIPULATION AND AGREEMENT OF THE PARTIES, AND GOOD CAUSE APPEARING, IT IS HEREBY ORDERED that this Consent Decree is approved and judgment is entered accordingly, subject to the continuing jurisdiction of the Court for the five (5) year Term of this Consent Decree with respect to the resolution of any disputes that may arise under the Consent Decree, quarterly status reports by the Parties, and enforcement of the following obligations of the Parties under the Consent Decree:

1. DeSilva/Leona's funding of the Feasibility Study in an amount not to exceed \$65,000;
2. Completion of the Feasibility Study, as provided in Section 1, above;
3. Reasonable efforts by the City and MHA to obtain funding for the Creek Project following completion of the Feasibility Study, as provided in Section 2, above; and
4. If such funding is secured, reasonable efforts by the City and MHA to develop mutually agreeable provisions for access, construction, operation, and maintenance of the Creek Project, as provided in Section 2, above.

APPROVED AND SO ORDERED:

Dated: December 5, 2008

Maxine M. Chesney
MAXINE M. CHESNEY, Judge
United States District Court

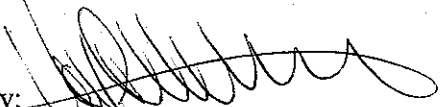
ATTACHMENT

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Dated:

8/27/08


6367 and 6375 Hillmont Drive

By: 
Nancy S. Sidebotham

Dated:

8/27/08

6383 and 6391 Hillmont Drive

By: 
Nancy S. Sidebotham

Dated:

6401 Hillmont Drive

By: _____
Eddie Buntyon

Dated:

6401 Hillmont Drive

By: _____
Helen B. Buntyon

Dated:

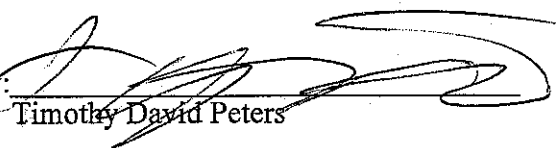
6409 Hillmont Drive

By: _____, on behalf of the
Edward and Alice Boddy Trust

Dated:

9/4/08

6417 Hillmont Drive

By: 
Timothy David Peters

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Dated:

6425 Hillmont Drive

By: _____
Cindy Regnier

Dated: 8/27/08

6433 Hillmont Drive

By: Leroy Burnett
Leroy Burnett Trust

Dated:

6441 Hillmont Drive

8/27/08

By: Grace Simonds
Grace Simonds

Dated: AH 8/27/08

6509 Hillmont Drive

8/27/08

By: Alison J. Hardy
Alison J. Hardy

Dated: 8/27/08

6515 Hillmont Drive

By: Paula A. Shelby
Paula A. Shelby Trust, on behalf of the

Dated: 8/30/08

6525 Hillmont Drive

By: Hector M. Cavallari
Hector M. Cavallari

Dated:

6230 Oakdale Avenue

By: _____
Wells Fargo Bank

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Dated:

6236 Oakdale Avenue

By: _____
Riba M. Edwards

Dated:

6236 Oakdale Avenue

By: _____
Willie Edwards

Dated:

6242 Oakdale Avenue

By: _____
Veda Guess

Dated:

6242 Oakdale Avenue

By: _____
Lee Guess

Dated:

8/28/08

3822 Nairobi Place

By: _____
Thomas Hides

Dated:

08-27-08

3801 Delmont Avenue

By: _____
Famous Limbrick Jr.

Dated:

8/27/08

3801 Delmont Avenue

By: _____
Glinda D. Limbrick

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Dated: 8/24/2008

3805 Delmont Avenue

By: Deionne Duplessis
Deionne Duplessis

De Ionne duPlessis

3809 Delmont Avenue

Dated:

9/4/08

By: Irma Perez
Irma Perez

3809 Delmont Avenue

Dated: 9/4/08

By: Magdaleno Navarro
Magdaleno Navarro

3815 Delmont Avenue

Dated: AUG-27-2008

By: Johnny Lau
Johnny Lau

3819 Delmont Avenue

Dated:

By: Doug Polentz
Doug Polentz

3825 Delmont Avenue

Dated: 9/1/08

By: Wi K. Tang
Wi K. Tang

3829 Delmont Avenue

Dated: 8/27/08

By: Steve Leikin
Steve Leikin

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Dated:

3805 Delmont Avenue

By: _____
Deionne Duplessis

Dated:

3809 Delmont Avenue

By: _____
Irma Perez

Dated:

3809 Delmont Avenue

By: _____
Magdaleno Navarro

Dated:

3815 Delmont Avenue

By: _____
Johnny Lau

Dated:

3819 Delmont Avenue

10/3/08

By: Doug Polentz
Doug Polentz

Dated:

3825 Delmont Avenue

By: _____
Wi K. Tang

Dated:

3829 Delmont Avenue

By: _____
Steve Leikin

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Dated: 8/27/08

3829 Delmont Avenue

By: [Signature]
Chrye Azuma

Dated: 8/10/08

3835 Delmont Avenue

By: [Signature]
Nancy G. Peterson

Dated: 8/24/08

3839 Delmont Avenue

By: [Signature]
Steve Luntz

Dated:

8/24/08

3839 Delmont Avenue

By: [Signature] (for Luntz)
Annie Luntz Myers

Dated:

09-04-2008

3845 Delmont Avenue

By: [Signature]
Albert E. Moreno

Dated: 8/23/08

3849 Delmont Avenue

By: [Signature]
Frances V. Gomez

Dated:

08/27/08

3855 Delmont Avenue

By: [Signature]
Phillip McGill

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Dated: 08/27/08

3859 Delmont Avenue

By: Phillip McGill
Phillip McGill

Dated: 8-17-08

3865 Delmont Avenue

By: David M. Lyons
David M. Lyons

Dated: 8-17-08

3873 Delmont Avenue

By: David Lyons
David Lyons

Dated: 27 Aug 08

6217 Hillmont Drive

By: Lynne M. Rice
Lynne M. Rice

Dated:

6225 Hillmont Drive

By: _____
Anna L. Lepree

Dated: 8/27/08

6233 Hillmont Drive

By: Deanna Leth
Deanna Leth

Dated: 8/27/08

6233 Hillmont Drive

By: Thomas Leth
Thomas Leth

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Dated: 8-28-08

6251 Hillmont Drive

By: Mayford Dare
Mayford Dare

Dated: 8/28/08

6251 Hillmont Drive

By: Donald Dare
Donald Dare

Dated: 8-27-08

6261 Hillmont Drive

By: Ronald L. Fleming
Ronald L. Fleming

Dated: 8-28-08

6269 Hillmont Drive

By: Laverne E. Foley Williams
Laverne E. Foley Williams
Forney

Dated: 8/27/08

6301 Hillmont Drive

By: Diana M. Barrett
Diana M. Barrett Trust, on behalf of the

Dated: 8-28-08

6311 Hillmont Drive

By: Ali Fuad
Ali Fuad

Dated:

6351 Hillmont Drive

By: _____
Walter L. Mann

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Dated:

6251 Hillmont Drive

By: _____
Mayford Dare

Dated:

6251 Hillmont Drive

By: _____
Donald Dare

Dated:

6261 Hillmont Drive

By: _____
Ronald L. Fleming

Dated:

6269 Hillmont Drive

By: _____
Laverne E. Foley Williams

Dated:

6301 Hillmont Drive

By: _____, on behalf of the
Diana M. Barrett Trust

Dated:

6311 Hillmont Drive

By: _____
Ali Fuad

Dated:

6351 Hillmont Drive

10/3/08
10/3/08

By: Patricia B. Sanchez
~~Walter L. Moore~~ PATRICIA B. SANCHEZ

By: Christian Gomez
CHRISTIAN GOMEZ

Dated: 8/27/08

6359 Hillmont Drive

By: Renee Beck
Renee Beck

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