

EXHIBIT E

**CONSENT DECREE
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JOINT PRESS RELEASE**

For Immediate Release [following Court approval of Consent Decree]:

San Francisco – On _____, 2008, United States District Court Judge Maxine Chesney approved a settlement of Clean Water Act claims filed last year by the Millsmont Homeowners Association (MHA) against the City of Oakland (City) and DeSilva Gates Construction, L.P. (DGC).

MHA's complaint alleged that the City had failed to address erosion from storm water discharges and maintain a sanitary sewer along Chimes Creek in Oakland, and asserted deficiencies on the part of the City and DGC in connection with storm water management and permitting relating to the Leona Quarry project.

The City and DGC denied the claims and asserted that they were and continue to be in full compliance with all requirements of the Clean Water Act, and all other applicable statutes, regulations and permits.

Representatives of the City and MHA had discussed proposals to reduce erosion and provide for restoration of Chimes Creek upstream of Nairobi Place for several years, but lacked funding for the project. In recent years, a detention basin was constructed at the Leona Quarry project to manage peak flows into Chimes Creek, and thereby reduce erosion. Additionally, the City obtained funding for the sanitary sewer repairs, and that work was completed last year.

Following extensive settlement discussions, MHA, the City and DGC agreed to resolve the claims and allegations in a manner that will provide an opportunity to move forward with restoration of Chimes Creek. Under the terms of the settlement, DGC will provide \$65,000 for a feasibility study for restoration of Chimes Creek upstream of Nairobi Place. Following completion of the feasibility study, MHA and the City will work cooperatively to seek funding from third parties for the restoration of Chimes Creek. The City and DGC will also reimburse MHA's attorneys for a portion of their legal fees and costs.

The parties agreed that this settlement was entered into solely "to avoid the time, expense and uncertainty of further litigation, with no admission of liability or the validity of any claim, allegation or defense, and to enable the Chimes Creek feasibility study and restoration project to go forward."