



STAFF REPORT

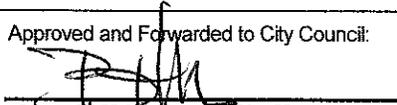
Date: Tuesday, May 26, 2015

To: Bryan Montgomery, City Manager

From: Kevin Rohani, Public Works Director/City Engineer

Subject: Subdivision Improvement Agreement, Subdivision Annexation and Assessment Authorization Deferral Agreement, and Final Map for Subdivision 9080 (Prescott Parc, between Picasso Drive and Frank Hengel Way, south of Escher Circle)

Approved and Forwarded to City Council:


Bryan H. Montgomery, City Manager

Background and Analysis

On August 14, 2006 the City Council adopted Resolution 112-06 conditionally approving the tentative map for Subdivision 9080, a 26-lot residential subdivision between Picasso Drive and Frank Hengel Way, south of Escher Circle.

Due to the economic downturn, the project was put on hold until recently when De Nova Homes acquired it. De Nova Homes has now requested approval by the City Council of the final map for Subdivision 9080 consisting of 26 lots.

In order to satisfy all remaining conditions of approval the applicant has requested that the City enter into a Subdivision Improvement Agreement.

The Subdivision Improvement Agreement requires the sub-divider to complete the public improvements as required by the conditions of approval for Subdivision 9080. As part of this agreement, the sub-divider is required to provide various securities up to the amount of the estimated cost of public improvements and drainage, (currently estimated to be a total of \$696,000.00). None of these improvements have been completed and accepted at this time. The applicant is required to complete the public improvements within twelve months in accordance with the Subdivision Map Act (Government Code §66410) and the Subdivision Improvement Agreement. The City Engineer and City Surveyor have reviewed the tentative map approval documents and the final map, and have found the map to be technically correct, in substantial compliance with the conditionally approved tentative map, and all final map conditions of approval have been met (or are being secured by way of the agreements).

The final conditions of approval that remain to be satisfied are related to the annexation of the property to the City of Oakley Street Lighting and Landscape Assessment District No. 1 (Conditions 74, 75 & 76), participating in the special police tax area (Condition 77), participating in the formation of an assessment district for the construction of off-site improvements (Condition 78) and forming a district to fund the operations and maintenance for storm drainage (Condition 79). Those items take several months to complete, and are more efficient when grouped with other projects.

The City Council has been receptive to recording final maps prior to completion of the annexation process for other projects, so staff prepared a similar agreement to those used in the past. The agreements used previously allowed the map to record, but prohibited the sale of lots until the annexation was complete.

Fiscal Impact

There is no fiscal impact associated with this action.

Staff Recommendation

Staff recommends that the City Council adopt the Resolutions authorizing the City Manager to execute the Subdivision Improvement Agreement, the Subdivision Assessment and Annexation Authorization Deferral Agreement and approving the Final Map for Subdivision 9080.

Attachments

- 1) Subdivision Improvement Agreement (SIA)
- 2) Subdivision Assessment and Annexation Authorization Deferral Agreement (SAAADA)
- 3) Resolution for SIA
- 4) Resolution for SAAADA
- 5) Resolution Approving the Final Map titled Subdivision 9080
- 6) Reduction of Subdivision 9080 Final Map

**CITY OF OAKLEY
SUBDIVISION IMPROVEMENT AGREEMENT
SUBDIVISION 9080**

This agreement is made and entered into this ____ day of _____, 20____ by and between the City of Oakley, a municipal corporation, hereinafter referred to as "CITY", and Prescott Parc, LLC, a California limited liability company, hereinafter referred to as "DEVELOPER".

RECITALS

WHEREAS, it has been determined by the City Council of the City of Oakley, State of California, that DEVELOPER, the subdivider of Subdivision 9080, desires to improve and dedicate those public improvements (hereafter "The Improvements") required by the conditions of approval for the project as adopted by the City of Oakley City Council via Resolution Number 112-06 in accordance with the requirements and conditions set forth in approvals, the requirements of the Subdivision Map Act of the State of California, and those certain plans and specifications for said development approved by CITY and titled Prescott Grading Plans Subdivision 9080 and Prescott Improvement Plan Subdivision 9080 as prepared by Carlson, Barbee & Gibson, Inc. now on file in the office of the City Engineer, which are hereby referred to for a more definite and distinct description of the work to be performed under this Agreement as though set forth at length herein; and

WHEREAS, DEVELOPER and CITY acknowledge that not all conditions of approval ("COA") contained in Resolution Number 112-06 have been satisfied, but nevertheless, DEVELOPER desires to file a final map. The satisfaction of all COA is the subject of this Agreement. DEVELOPER's agreement to satisfy all COA and to construct the Improvements identified in the aforementioned COA is a material part of the consideration for this Agreement; and

WHEREAS, DEVELOPER intends to satisfactorily complete The Improvements within the time hereinafter specified, and CITY intends to accept DEVELOPER's offer(s) of dedication of The Improvements in consideration for DEVELOPER's satisfactory performance of the terms and conditions of this Agreement:

NOW, THEREFORE, in consideration of the mutual promises, conditions and covenants herein contained, the parties agree as follows:

1. Improvements.

DEVELOPER agrees to install the road improvements (both public and private), sewer and drainage improvements, signs, street lights, fire hydrants, landscaping, and such other improvements (including appurtenant equipment) as required as conditions of approval of Tentative Map 9080 as set forth in Exhibit A to this Agreement, which is incorporated herein as if set forth at this point, or as otherwise required in the subdivision ordinance. In the event that any provision of this Agreement conflicts with

the provisions of Exhibit A the provisions of Exhibit A shall prevail to the extent that the conflicting provision in Exhibit A requires a greater or more extensive improvement or expenditure, or to the extent that that provision extends DEVELOPER's obligations over a greater period of time than the specific provision set forth herein. Such improvements shall also be made in conformance with the City of Oakley Municipal Code and Contra Costa County Ordinance Code as adopted and enforced by the City of Oakley.

DEVELOPER will commence construction of The Improvements within 30 days following the date on which CITY executes this Agreement. DEVELOPER shall complete said work not later than 12 months following said date of execution in a good workmanlike manner, in accordance with accepted construction practices and in a manner equal or superior to the requirements of the City of Oakley Municipal Code and Contra Costa County Ordinance Code and rulings made thereunder; and where there is a conflict between the improvement plans and the City Municipal Code or County Ordinance Code, the stricter requirements shall govern. It is understood that the City of Oakley was incorporated effective July 1, 1999, and as such continues to rely on certain laws, ordinances and design standards of the County of Contra Costa. References herein to the County Code or County Ordinance Code are understood to refer to such ordinances and codes as if adopted by the City of Oakley.

Time is of the essence in this Agreement. Upon completion, DEVELOPER shall furnish CITY with a complete and reproducible set of final as-built plans of The Improvements, including any authorized modifications.

2. Estimated Cost of Improvements and Possible Future Cash Deposit.

The estimated cost of constructing The Improvements required by this Agreement as adjusted for inflation is agreed to be \$349,000 for Public Improvements and \$347,000 for Grading. Said amounts include costs and reasonable expenses and fees which may be incurred in enforcing the obligation secured.

3. Bonds Furnished.

Concurrently with the execution of this Agreement, DEVELOPER shall furnish CITY with the following security in the forms specified in Government Code sections 66499.1 and 66499.2 or in a form satisfactory to the CITY Attorney if different from said Government Code forms:

- a. Faithful Performance. Either a cash deposit, a corporate surety bond issued by a company duly and legally licensed to conduct a general surety business in the State of California, or an instrument of credit equivalent to one hundred percent (100%) of the estimate set forth in Paragraph 2 and sufficient to assure CITY that The Improvements will be satisfactorily completed. A minimum of one percent (1%) of the security shall be a cash deposit.

- b. Labor and Materials. Either a cash deposit, a corporate surety bond issued by a company duly and legally licensed to conduct a general surety business in the State of California, or an instrument of credit equivalent to fifty percent (50%) of the estimate set forth in Paragraph 2 and sufficient to assure CITY that DEVELOPER'S contractors, subcontractors, and other persons furnishing labor, materials, or equipment shall be paid therefor.

- c. If required by CITY, a cash deposit, corporate surety bond, or instrument of credit sufficient to assure CITY that the surface water drainage of the subdivision shall not interfere with the use of neighboring property, including public streets and highways.

CITY shall be the sole indemnitee named on any instrument required by this Agreement. Any instrument or deposit required herein shall conform with the provisions of Chapter 5 of the Subdivision Map Act. DEVELOPER may request that portions or all of the bonds may be substituted by other parties in the event that portions or all of the Subdivision is sold to other parties, and such substitution shall not be unreasonably withheld by CITY.

4. Prevailing Wage.

CITY has determined that construction of The Improvements falls within the definition of "public works" set forth in California Labor Code Section 1720. Subject to any amendments to Labor Code Section 1720 et seq., DEVELOPER shall comply with Labor Code Section 1720 et seq., shall comply with the provisions set forth in Exhibit B and shall ensure that any contractors and subcontractors comply with the provisions of Exhibit B. DEVELOPER shall waive, indemnify, hold harmless and defend CITY concerning any liability arising out of Labor Code Section 1720 et seq.

5. Insurance Required.

Concurrently with the execution hereof, DEVELOPER shall obtain or cause to be obtained and filed with the CITY, all insurance required in this paragraph and as set forth in Exhibit C, and such insurance shall have been approved by the Finance Director of CITY, or his designee, as to form, amount and carrier. Prior to the commencement of work under this Agreement, DEVELOPER's general contractor shall obtain or cause to be obtained and filed with the Finance Director, all insurance required under this paragraph and as set forth in Exhibit C, evidenced herein as Exhibit D, and such insurance shall have been approved by the Finance Director of CITY, as to form, amount and carrier. DEVELOPER shall not allow any contractor or subcontractor to commence work on this contract or subcontract until all insurance required for DEVELOPER and DEVELOPER's general contractor shall have been so obtained and approved. Said insurance shall be maintained in full force and effect until the completion of work under this Agreement and the final acceptance thereof by CITY. All

requirements herein provided shall appear either in the body of the insurance policies or as endorsements and shall specifically bind the insurance carrier.

6. Work Performance and Guarantee.

Except as otherwise expressly provided in this Agreement, and excepting only items of routine maintenance, ordinary wear and tear and unusual abuse or neglect, DEVELOPER guarantees all work executed by DEVELOPER and/or DEVELOPER's agents, 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 free of all defects of workmanship and materials for a period of one (1) year after initial acceptance of the entire work by CITY. DEVELOPER shall repair or replace any or all such work or material, together with all or any other work or materials 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. DEVELOPER further covenants and agrees that when defects in design, workmanship and materials actually appear during the one-year guarantee period, and have been corrected, the guarantee period shall automatically be extended for an additional year to insure that such defects have actually been corrected.

In the event the DEVELOPER shall fail to comply with the conditions of the foregoing guarantee within thirty (30) 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 DEVELOPER shall pay to CITY on demand all costs and expense of such repair. Notwithstanding anything herein to the contrary, in the event that any defect in workmanship or material covered by the foregoing guarantee results in a condition which constitutes an immediate hazard to the public health, safety, or welfare, CITY shall have the right to immediately repair, or cause to be repaired, such defect, and DEVELOPER shall pay to CITY on demand all costs and expense of such repair. The foregoing statement relating 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, DEVELOPER shall pay, in addition to actual costs and expenses of such repair or work, fifty percent (50%) of such costs and expenses for overhead and interest at the maximum rate of interest permitted by law accruing thirty (30) days from the date of billing for such work or repairs.

7. Inspection of the Work.

DEVELOPER shall guarantee free access to CITY through its City Engineer and his designated representative for the safe and convenient inspection of the work throughout its construction. Said CITY representative shall have the authority to reject all materials and workmanship which are not in accordance with the plans and

specifications, and all such materials and or work shall be removed promptly by DEVELOPER and replaced to the satisfaction of CITY without any expense to CITY in strict accordance with the improvement plans and specifications.

8. Agreement Assignment.

This Agreement shall not be assigned by DEVELOPER without the written consent of CITY.

9. Abandonment of Work.

Neither DEVELOPER nor any of DEVELOPER's agents or contractors are or shall be considered to be agents of CITY in connection with the performance of DEVELOPER's obligations under this Agreement.

If DEVELOPER 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 DEVELOPER should be adjudged as bankrupt, or should make a general assignment for the benefit of DEVELOPER's creditors, or if a receiver should be appointed, or if DEVELOPER, or any of DEVELOPER's contractors, subcontractors, agents or employees should violate any of the provisions of this Agreement, the CITY through its Public Works Director may serve written notice on DEVELOPER and DEVELOPER's surety or holder of other security of breach of this Agreement, or of any portion, thereof, and default of DEVELOPER.

In the event of any such notice of breach of this Agreement, DEVELOPER's surety shall have the duty to take over and complete The Improvements herein specified; provided, however, that if the surety, within thirty (30) 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 thirty (30) 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 DEVELOPER and DEVELOPER's surety shall be liable to CITY for any damages and/or reasonable and documented excess costs occasioned by CITY thereby; and, in such event, CITY, without liability for so doing, may take possession of, and utilize in completing the work, such materials, appliances, plant and other property belonging to DEVELOPER as may be on the site of the work and necessary therefor.

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 Manager and City Engineer
City of Oakley
3231 Main Street
Oakley, CA 94561

Notices required to be given to DEVELOPER shall be addressed as follows:

Prescott Parc, LLC
c/o De Nova Homes
1500 Willow Pass Court
Concord, CA 94520
Attn., Michael Evans

Notices required to be given surety of DEVELOPER shall be addressed as follows:

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.

Concurrently with the execution of this Agreement, DEVELOPER has executed and has caused to be acknowledged an abstract of this Agreement. DEVELOPER agrees CITY may record said abstract in the Official Records of Contra Costa County.

10. Use of Streets or Improvements.

At all times prior to the final acceptance of the work by CITY, the use of any or all streets and improvements within the work to be performed under this Agreement shall be at the sole and exclusive risk of DEVELOPER. The issuance of any building or occupancy permit by CITY for dwellings located within the tract shall not be construed in any manner to constitute a partial or final acceptance or approval of any or all such improvements by CITY. DEVELOPER agrees that CITY's Building Official may withhold the issuance of building or occupancy permits when the work or its progress may substantially and/or detrimentally affect public health and safety.

11. Safety Devices.

DEVELOPER shall provide and maintain such guards, watchmen, fences, barriers, regulatory signs, warning lights, and other safety devices adjacent to and on the tract site as may be necessary to prevent accidents to the public and damage to the property. DEVELOPER shall furnish, place, and maintain such lights as may be necessary for illuminating the said fences, barriers, signs, and other safety devices. At the end of all work to be performed under this Agreement, all fences, barriers, regulatory signs, warning lights, and other safety devices (except such safety items as may be shown on the plans and included in the items of work) shall be removed from site of the work by the DEVELOPER, and the entire site left clean and orderly.

12. Acceptance of Work.

Upon notice of the completion of the work covered by this agreement and the delivery of a set of final as-built plans to CITY by DEVELOPER, CITY, through its City Engineer or his designated representative, shall examine the work without delay, and, if found to be in accordance with said plans and specifications and this Agreement, shall recommend acceptance of the work to the City Council and, upon such acceptance, shall notify DEVELOPER or his designated agents of such acceptance. CITY reserves the right to not accept the work until all construction activities, including those related to building construction, within the project boundaries has been completed.

13. Patent and Copyright Costs.

In the event that said plans and specifications require the use of any material, process or publication which is subject to a duly registered patent or copyright, DEVELOPER shall be liable for, and shall indemnify CITY from any fees, costs or litigation expenses, including attorneys' fees and court costs, which may result from the use of said patented or copyrighted material, process or publication.

14. Alterations in Plans and Specifications.

Any alteration or alterations made in the plans and specifications which are a part of this Agreement or any provision of this Agreement shall not operate to release any surety or sureties from liability on any bond or bonds attached hereto and made a part hereof, and consent to make such alterations is hereby given, and the sureties to said bonds hereby waive the provisions of Section 2819 of the Civil Code of the State of California.

15. Liability.

- a. DEVELOPER Primarily Liable. DEVELOPER hereby warrants that the design and construction of The Improvements will not adversely affect any portion of adjacent properties and that all work will be performed in a proper manner. DEVELOPER agrees to indemnify,

defend, release, and hold harmless CITY, and each of its elective and appointive boards, commissions, officers agents and employees, from and against any and all loss, claims, suits, liabilities, actions, damages, or causes of action of every kind, nature and description, directly or indirectly arising from an act or omission of DEVELOPER, its employees, agents, or independent contractors in connection with DEVELOPER'S actions and obligations hereunder; provided as follows:

1. That CITY does not, and shall not, waive any rights against DEVELOPER which it may have by reason of the aforesaid hold harmless agreement, because of the acceptance by CITY, or the deposit with CITY by DEVELOPER, of any of the insurance policies described in Paragraph 4 hereof.
 2. That the aforesaid hold harmless agreement by DEVELOPER 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.
- b. Design Defect. If, in the opinion of the CITY, a design defect in the work of improvement becomes apparent during the course of construction, or within one (1) year following acceptance by the CITY of the improvements, and said design defect, in the opinion of the CITY, may substantially impair the public health and safety, DEVELOPER shall, upon order by the CITY, correct said design defect at his sole cost and expense, and the sureties under the Faithful Performance and Labor and Materials Bonds shall be liable to the CITY for the corrective work required.
- c. Litigation Expenses. In the event that legal action is instituted by either party to this Agreement, and said action seeks damages for breach of this Agreement or seeks to specifically enforce the terms of this Agreement, and, in the event judgment is entered in said action, the prevailing party shall be entitled to recover its attorneys' fees and court costs. If CITY is the prevailing party, CITY shall also be entitled to recover its attorney's fees and costs in any action

against DEVELOPER's surety on the bonds provided under paragraph 3.

16. Recitals.

The foregoing Recitals are true and correct and are made a part hereof.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement in duplicate at Oakley, California, the day and year first above written.

CITY OF OAKLEY

DEVELOPER

By: _____
Bryan H. Montgomery
City Manager

Michael Evans

APPROVED AS TO FORM:

Derek P. Cole
City Attorney

ATTEST:

Libby Vreonis, City Clerk

- Exhibits: Exhibit A – City of Oakley, City Council, Resolution 112-06
 Exhibit B – Insurance Requirements
 Exhibit C - Verification of Required Insurance

EXHIBIT A
(RESOLUTION 112-06)

RESOLUTION NO. 112-06

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OAKLEY MAKING FINDINGS AND APPROVING SUBDIVISION 9080 BY KB HOMES, LOCATED OFF OF PICASSO DRIVE AND FRANK HENGEL WAY, DIRECTLY NORTH OF DELTA VISTA MIDDLE SCHOOL, INCLUDING A GENERAL PLAN AMENDMENT, VESTING TENTATIVE MAP, DESIGN REVIEW AND CERTIFICATION OF THE MITIGATED NEGATIVE DECLARATION

FINDINGS

A. WHEREAS, KB Homes, on behalf of the property owner, (together, "Applicants"), has submitted applications to develop approximately 5.9-acres, off of Picasso Drive, directly north of Delta Vista Middle School with 26 single-family lots (the "Project"). The Project application includes requests for approval of the following:

- General Plan Amendment from Public/Semi Public to Single Family High Density Residential;
- Rezone from General Agriculture to Planned Development for Residential (P-1)
- Vesting Tentative Map 9080, which would subdivide 5.9 acres into 26 single-family lots;
- Design Review to approve seven models on the 26 lots within the subdivision.

B. WHEREAS, As part of this application, the project site is proposed for a Single-Family High (SH) land use designation. The proposed unit densities of the Project are consistent with the proposed General Plan designation.

C. WHEREAS, The City prepared a Negative Declaration dated June 16, 2006, which reflected the independent judgment of the City as to the potential environmental effects of the project.

D. WHEREAS, On July 24, 2006, the Planning Commission held a properly noticed public hearing at which it received a report from City staff, oral and written testimony from the Applicants and the public, and deliberated on the applications. At the conclusion of its deliberations, the Commission took a vote and expressed its recommendation that the City Council should approve the project, subject to the conditions recommended by staff and as revised by the Commission during its deliberations.

E. WHEREAS, On August 14, 2006, the City Council held a properly noticed public hearing at which it received a report from City staff, oral and written testimony from the Applicants and the public, and deliberated on the applications. At the conclusion of its deliberations, the Commission took a vote and adopted this resolution to approve the project, subject to the conditions recommended by the Planning Commission and as revised by the Council during its deliberations.

F. WHEREAS, These Findings are based on the City's General Plan, the City's Zoning and Subdivision Ordinances, the Residential Design Guidelines, and the

information submitted to the City Council at their August 14, 2006 meeting, both written and oral, including oral information provided by the Applicant, as reflected in the minutes of such meetings, together with the documents contained in the file for the Subdivision (hereafter the "Record").

NOW, THEREFORE, on the basis of the above findings of fact and the entire Record, the City Council makes the following additional findings in support of the approvals:

Regarding the approval of the General Plan Amendment, the Council finds that:

1. *The City shall comply with the Government Code regarding amendments to the General Plan. The City has complied with State law in processing this application;*
2. *The amendments to the land use designations provide for orderly, well planned and balanced growth with the City;*

Regarding the approval of Vesting Tentative Map 9080, the Council finds that the proposed subdivision, together with the provisions of its design and improvement, is consistent with the General Plan Amendment. The number of units, layout of lots and streets, identified improvements and dedications, and other technical requirements comply with the density prescribed by the General Plan and its applicable policies:

1. *The proposed subdivisions, together with the provisions of its design and improvement, are consistent with General Plan.*

Regarding the approval of the Design Review Vesting Tentative Map 9080, the Council finds that:

1. *The proposed development of 26 single-family homes is consistent with the General Plan designation.*
2. *The proposed development of 26 single-family homes complies with all applicable Zoning regulations.*
3. *The proposed design and materials of the single-family homes are compatible with the surrounding area.*

BE IT FURTHER RESOLVED THAT, on the basis of the foregoing Findings and the entire Record, the City Council, subject to the conditions listed below, approves the following entitlements:

- Approve the General Plan Amendment;
- Approve Vesting Tentative Map; and
- Approves the Design Review.

BE IT FURTHER RESOLVED THAT, on the basis of the above Findings and the Record, the City Council approves the Applicant's request for the General Plan Amendment, Vesting Tentative Map and Design Review with the following conditions:

CONDITIONS OF APPROVAL

Approval:

1. This Tentative Map, Design Review and Development Plan are approved, as shown on the exhibits (dated February 10, February 17, and April 3, 2006) and attachments, and as modified by the following conditions of approval, subject to final review and approval by the Community Development Director.
2. This Subdivision, Design Review and Development Plan approval shall be effectuated within a period of three (3) years from this date and if not effectuated shall expire on **August 14, 2009**. Prior to said expiration date, the applicant may apply for an extension of time, provided, however, this approval shall be extended for no more than a total of three years from **August 14, 2009**.
3. All conditions of approval shall be satisfied by the owner/developer. All costs associated with compliance with the conditions shall be at the owner/developer's expense.

Development Standards:

4. The P-1 district shall have the following standards:
 - Minimum lot area: 6,000 square feet;
 - Minimum lot frontage: 30' at the front property line;
 - Minimum lot width: 60' in average width;
 - Minimum lot depth: 90'
 - Minimum front yard setback: 20' to garage or living space and 15' to a single story porch or side loaded garage;
 - Minimum side yard setback: 5' minimum, sum of both sides 15', corner lots shall maintain a street side yard setback (secondary frontage) of 15';
 - Minimum rear yard: 15';
 - Maximum wall/fence height: 8';
 - Detached Garage Minimum rear and side yard setback (Plan 4): 5' for single story or two story structures adjacent to the park or school site. Lots 5 and 6 shall have a 10' side yard setback and an 8' rear yard setback.

Tentative Map:

5. The applicant shall pay in lieu fees for park land dedication and improvement impact fees instead of constructing an on-site facility.
6. The landscaping along Frank Hengel Way includes a mix of 15 gallon and 24-inch box deciduous and evergreen trees. The landscaping shall include a mix of low growing shrubs and groundcover within the parkway and between the sidewalk and the sound wall, shrubs and groundcover as well as vines shall be planted along the base of the sound wall. Additional landscaping shall be installed to screen the wall per the review and approval of the Community Development Director.
7. The neighborhood entry off of Picasso Drive shall be identified by accent paving, project monument signage and accent planting per the review and approval of the Community Development Director.

8. Traffic calming devices shall be placed at the intersection of B Street and Escher Circle, per the review and approval of the City Engineer.
9. Each lot shall have a minimum of two different types of trees along the street frontage, with the exception of corner lots, which shall have four.
10. The street trees shall be inter-mixed throughout the subdivision, so there are a variety of trees on every street.
11. Six feet high wood good neighbor fences shall be located along internal property lines and shall have steel posts or a comparable alternative per the review and approval of the Community Development Director.
12. Lots that have secondary frontages shall have enhanced wood fences with two feet of lattice or acceptable alternative along the top of the fence per the review and approval of the Community Development Director.
13. The street side yard fencing for lots 5 and 6 shall be pre-treated to resist water stains per the review and approval of the Community Development Director.
14. For lots that side or back onto Picasso Drive, Frank Hengel Way, Delta Vista Middle School or the park site, a precast concrete wall shall be constructed with a stucco finish, with a decorative cap and stone veneer columns as shown on Fencing Plan. The wall shall be 6' in height per the acoustical study.
15. Six foot masonry wall shall be provided at the end of A Street, adjacent to Frank Hengel Way on lots 12 and 13 with a design to match the existing walls within Cypress Grove.

Design Review:

16. Trim shall be provided around all doors and windows.
17. A minimum of one elevation for each house plan shall provide enhanced materials on the front elevation such as brick or stone per the review and approval of the Community Development Director.
18. The use of stone and brick veneer shall be carried to the fence line or with a change of building plan on the façade per the review of the Community Development Director.
19. Additional articulation shall be provided on the side and rear elevations of all two story homes including but not limited to the addition of pop-outs, shutters, awnings, etc., per the review of the Community Development Director.
20. Additional wrought iron embellishments shall be provided on the Mediterranean style homes per the review and approval of the Community Development Director.

21. No more than two of the same plan may be located on adjacent lots and the elevations and colors must be different per the review and approval of the Community Development Director.
22. A minimum of 20% of the units within the subdivision shall be single story.
23. No more than 25% of the units within the subdivision shall have the same two story plan.
24. A single story model shall be placed on lot 1 to ensure the subdivision meets the intent of the design guidelines regarding single story models on corner lots, per the review and approval of the Community Development Director.
25. A revised development plan shall be submitted to the Planning Division prior to the release of Building Permits.
26. Media niches are not allowed within the five foot side yard setback.
27. For each group of three adjacent homes, at least one shall contain a home whose front yard setback varies from those of its neighbors by at least 5 feet. Minimum setbacks may not be reduced to accommodate the variation in setbacks.

General:

28. Noise generating construction activities, including such things as power generators, shall be limited to the hours of 7:30 a.m. to 5:30 p.m. Monday through Friday, and shall be prohibited on City, State and Federal Holidays. The restrictions on allowed working days may be modified on prior written approval by the Community Development Director.
29. Should archaeological materials be uncovered during grading, trenching or other on-site excavation(s), earthwork within 30 yards of these materials shall be stopped until a professional archaeologist who is certified by the Society of Professional Archaeology (SOPA) has had an opportunity to evaluate the significance of the find and suggest appropriate mitigation(s), if deemed necessary.
30. A landscaping and irrigation plan for all areas shown on the landscape plan shall be submitted for review and approval of the Community Development Director prior to the issuance of building permits. Landscaping shall conform to the Oakley Landscape Guidelines and the City's Water Conservation Landscape Ordinance 82-26 and shall be installed prior to final occupancy. The plan shall be prepared by a licensed landscape architect and shall be certified to be in compliance with the City's Water Conservation Ordinance.
31. California native drought tolerant plants shall be used as much as possible. All trees shall be a minimum fifteen-gallon size and all shrubs shall be a minimum five-gallon size, except as otherwise noted.
32. The applicant shall maintain all landscaping until occupancy and shall annex the site into a landscaping and lighting district. The applicant is required to annex to a

lighting and landscaping district and notify future homeowners by deed, notice of the fact that the land is within a landscaping and lighting district.

33. The street names shall be approved by the Community Development Department and the East Contra Costa Fire District.
34. Where a lot/parcel is located within 300' of a high voltage electric transmission line, the applicant shall record the following notice:

"The subject property is located near a high voltage electric transmission line. Purchasers should be aware that there is ongoing research on possible potential adverse health effects caused by the exposure to a magnetic field generated by high voltage lines. Although much more research is needed before the question of whether magnetic fields actually cause adverse health effects can be resolved, the basis for such a hypothesis is established. At this time no risk assessment has been made."

When a Final Subdivision Public Report issued by the California Department of Real Estate is required, the applicant shall also request that the Department of Real Estate insert the above note in the report.

35. The following statements shall be recorded at the County Recorder's Office for each parcel to notify future owners of the parcels that they own property in an agricultural area:

"This document shall serve as notification that you have purchased land in an agricultural area where you may regularly find farm equipment using local roads; farm equipment causing dust or blowing sand; crop dusting and spraying occurring regularly; burning associated with agricultural activities; noise associated with farm equipment such as zon guns and aerial crop dusting and certain animals, including equestrian trails as well as flies may exist on surrounding properties. This statement is again, notification that this is part of the agricultural way of life in the open space areas of the City of Oakley and you should be fully aware of this at the time of purchase.

36. The applicant shall indemnify, defend, and hold harmless the City of Oakley, the City Approving Authorities, and the officers, agents, and employees of the City from any and all claims, damages and liability (including, but not limited to, damages, attorney fees, expenses of litigation, costs of court).
37. Department of Fish and Game surveys shall be performed by a qualified biologist prior to the start of any work on-site.
38. All units with over 3,500 square feet of living space shall include dual zone air conditioning units and re-circulated water heating systems for energy and resource conservation.

Public Works and Engineering Conditions

Applicant shall comply with the requirements of City Municipal Code. Any Code exceptions must be stipulated in these Conditions of Approval. Conditions of Approval are based on the site plan received by the Community Development Department and dated February 17, 2006.

The following conditions of approval shall be satisfied prior to filing any final map unless otherwise noted:

General:

39. Submit improvement plans prepared by a registered civil engineer to the City Engineer for review and approval and pay the appropriate processing costs in accordance with the Municipal Code and these conditions of approval. The plans shall be consistent with the Stormwater Control Plan for the project including treatment areas to be incorporated in the front yards if necessary, or other alternatives as approved by the City Engineer. The plans shall include the drawings and specifications necessary to implement the required stormwater control measures and be accompanied by a Construction Plan C.3 Checklist as described in the Stormwater C.3 Guidebook.
40. Submit a final map prepared by a licensed land surveyor or qualified registered civil engineer to the City Engineer for review and approval and pay processing costs in accordance with the Municipal Code and these conditions of approval.
41. Submit grading plans including erosion control measures and revegetation plans prepared by a registered civil engineer to the City Engineer for review and approval and pay appropriate processing costs in accordance with the Municipal Code and these conditions of approval.
42. Submit landscaping plans for publicly maintained landscaping, including planting and irrigation details, as prepared by a licensed landscape architect to the City Engineer for review and approval and pay appropriate processing costs in accordance with the Municipal Code and these conditions of approval.
43. Execute any agreements required by the Stormwater Control Plan which pertain to the transfer of ownership and/or long term maintenance of stormwater treatment mechanisms required by the plan prior to the final inspection of the first house within the subdivision.
44. Building permits for house construction shall not be issued until the subdivision streets serving the lots have been paved.

Roadway Improvements:

45. Construct the project streets to City public road standards and as shown on the Tentative Maps with the following exceptions:

- A. The minimum street grade may be lowered from the standard 1% to 0.75% provided that the project proponent demonstrates that the City's drainage standards can be achieved.
- 46. Submit a turning radius exhibit to the City Engineer for review and approval to illustrate that the ninety-degree turns of project streets can accommodate the largest expected vehicle to use the streets without the inclusion of City standard elbows. If the exhibit illustrates that elbows are necessary to accommodate the expected traffic then they shall be included in the improvement plans.
- 47. Install traffic control devices such as stop signs and other signing and striping on the project streets to the satisfaction of the City Engineer. A stop sign shall be installed at the A Street and Picasso Drive intersection.
- 48. Submit a phasing plan for the project streets to the City Engineer for review if the street improvement will be phased. The plan shall include provisions for emergency vehicle access, temporary turn-around facilities, and access to the occupied lots.
- 49. Design all public and private pedestrian facilities in accordance with Title 24 (Handicap Access) and the Americans with Disabilities Act.

Road and Easement Dedications:

- 50. Convey to the City, by Offer of Dedication, the right of way for the project streets.
- 51. Furnish necessary rights of way, rights of entry, permits and/or easements for the construction of off-site, temporary or permanent, public and private road, utility and drainage improvements.
- 52. Relinquish abutter's rights for non-primary frontages to the satisfaction of the City Engineer.

Street Lights:

- 53. Install streetlights along all project streets. The City Engineer shall determine the final number and location of the lights, and the lights shall be on an LS2-A rate service. The lights on the project streets shall be decorative per City standards.

Grading:

- 54. Submit a geotechnical report to the City Engineer for review that substantiates the design features incorporated into the subdivision including, but not limited to grading activities, compaction requirements, utility construction, slopes, retaining walls, and roadway sections.
- 55. At least one week prior to commencement of grading, the applicant shall post the site and mail to the owners of property within 300 feet of the exterior boundary of the project site notice that construction work will commence. The notice shall include a list of contact persons with name, title, phone number and area of responsibility. The person responsible for maintaining the list shall be included. The list shall be kept current at all times and shall consist of persons with authority to indicate and implement corrective action in their area of responsibility. The names of the individual responsible for noise and litter control shall be expressly identified

in the notice. The notice shall be reissued with each phase of major grading activity. A copy of the notice shall be concurrently transmitted to the City Engineer. The notice shall be accompanied by a list of the names and addresses of the property owners noticed, and a map identifying the area noticed.

56. Grade any slopes with a vertical height of four feet or more at a slope of 3 to 1. Retaining walls that may be installed to reduce the slope must be masonry and comply with the City's building code.
57. Grade all pads so that they drain directly to the public street at a minimum of one percent without the use of private drainage systems through rear and side yards.
58. Submit a dust and litter control plan to the City Engineer prior to beginning any construction activities.
59. Submit a haul route plan to the City Engineer for review and approval if grading activities require importing or exporting any material from the site. The plan shall include the location of the borrow or fill area, the proposed haul routes, the estimated number and frequency of trips, and the proposed schedule of hauling. Based on this plan the City Engineer shall determine whether pavement condition surveys must be conducted along the proposed haul routes to determine what impacts the trucking activities may have. The project proponents shall be responsible to repair to their pre-construction condition any roads along the utilized routes.
60. Prior to commencement of any site work that will result in a land disturbance of one acre or more; the applicant shall provide evidence to the City Engineer that the requirements for obtaining a State General Construction Permit have been met. Such evidence may be a copy of the Notice of Intent letter sent by the State Water Resources Control Board. The WDID Number shall be shown on the grading plan prior to approval by the City Engineer.
61. Submit an updated erosion control plan reflecting current site conditions to the City Engineer for review and approval no later than September 1st of every year while the Notice of Intent is active.
62. Grade all pad elevations or install levees to satisfy Chapter 914-10 of the City's Municipal Code, including the degree of protection provisions.

Utilities/Undergrounding:

63. Underground all new and existing utility distribution facilities. The developer shall provide joint trench composite plans for the underground electrical, gas, telephone, cable television and communication conduits and cables including the size, location and details of all trenches, locations of building utility service stubs and meters and placements or arrangements of junction structures. The joint trench composite plans must be endorsed by the City Engineer prior to the approval of the Improvement Plans for the project. The composite drawings and/or utility improvement plans shall be signed by a licensed civil engineer.

64. All utility boxes shall be installed underground and all wires and cables must be installed in conduits. Compliance with this condition shall be at the discretion of the City Engineer.

Drainage Improvements:

65. Collect and convey all stormwater entering and/or originating on these properties, without diversion and within an adequate storm drainage facility, to an adequate natural watercourse having definable bed and banks, or to an existing adequate public storm drainage facility that conveys the storm waters to an adequate natural watercourse, in accordance with Division 914 of the Ordinance Code. The City is currently preparing a storm drain master plan for the drainage shed roughly bounded to the west by the BNSF railroad tracks, the east by Sellers Avenue, and the north by the Contra Costa Canal. This project is within the study area and shall cooperate with the preparation of the master plan and shall comply with the plan once adopted.
66. Submit a final hydrology and hydraulic report including 10-year and 100-year frequency event calculations for the proposed drainage system to the City Engineer for review and approval.
67. Design and construct all storm drainage facilities in compliance with the Ordinance Code and City design standards.
68. Prevent storm drainage from draining across the sidewalk(s) and driveway(s) in a concentrated manner.
69. Dedicate a public drainage easement over the drainage system that conveys storm water run-off from public streets.

Landscaping in the Public Right of Way:

70. Install public right of way landscaping along the Frank Hengle Way frontage.
71. Maintain all landscaping within the public right of way until such time that the adjacent roadway improvements have been accepted for maintenance.

National Pollutant Discharge Elimination System (NPDES):

72. Comply with all rules, regulations and procedures of the National Pollutant Discharge Elimination System (NPDES) for municipal, construction and industrial activities as promulgated by the California State Water Resources Control Board, or any of its Regional Water Quality Control Boards (Central Valley - Region IV), including the Stormwater C.3 requirements as detailed in the Guidebook available at www.cccleanwater.org.

Compliance shall include developing long-term best management practices (BMP's) for the reduction or elimination of storm water pollutants. The project design shall incorporate wherever feasible, the following long-term BMP's in accordance with the Contra Costa Clean Water Program for the site's storm water drainage:

- Offer pavers for household driveways and/or walkways as an option to buyers.
- Minimize the amount of directly connected impervious surface area.
- Delineate all storm drains with "No Dumping, Drains to the Delta" permanent metal markers per City standards.
- Construct concrete driveway weakened plane joints at angles to assist in directing run-off to landscaped/pervious areas prior to entering the street curb and gutter.
- Distribute public information items regarding the Clean Water Program to buyers.
- Other alternatives as approved by the City Engineer.

Fees and Assessments:

73. Comply with the requirements of the development impact fees listed below, in addition to those noticed by the City Council in Resolution 00-85 and 08-03. The applicant shall pay the fees in the amounts in effect at the time each building permit is issued.

- A. Traffic Impact Fee (authorized by Ordinance No. 14-00, adopted by Resolution 49-03);
- B. Regional Transportation Development Impact Mitigation Fee (authorized by Ordinance No. 14-00, adopted by Resolution No. 73-05);
- C. Park Land Dedication In-Lieu Fee (adopted by Ordinance No. 03-03);
- D. Park Impact Fee (authorized by Ordinance No. 05-00, adopted by Resolution No. 19-03);
- E. Public Facilities Fee (authorized by Ordinance No. 05-00, adopted by Resolution No. 18-03); and
- F. Child Care Facilities "In Lieu" Fee (adopted by Ordinance Nos. 18-99 and 23-99).
- G. Fire Impact Fee collected on behalf of the East Contra Costa Fire Protection District (adopted by Resolution No. 09-01)
- I. General Plan Fee (adopted by Resolution No. 53-03).

The applicant should contact the City Engineer prior to constructing any public improvements to determine if any of the required improvements are eligible for credits or reimbursements against the applicable traffic benefit fees or from future developments. The applicant may be eligible for a credit against the East County Transportation Improvement Impact Fee that is equal to the amount of the Eastern Contra Costa Sub-Regional Transportation Mitigation Fee paid. The Applicant may also be eligible for a credit against the Park Land Acquisition component of the Park Impact Fee that is equal to the amount of the Park Land Dedication In-Lieu Fee paid.

74. Annex the property to the City of Oakley Landscape and Lighting District No. 1 for citywide landscaping and park maintenance, subject to an assessment for maintenance based on the assessment methodology described in the Engineer's

Report for the District. The assessment shall be the per parcel annual amount (with appropriate future cost of living adjustment) as established at the time of voting by the City Council. Any required election and/or ballot protest proceedings shall be completed prior to approval of the final map. The Applicant shall apply for annexation and provide all information and documents required by the City or its agents in processing the annexation. All costs of annexation shall be paid by Applicant.

75. Annex the property to the City of Oakley Landscape and Lighting District No. 1 for citywide street lighting costs and maintenance, subject to an assessment for street light maintenance based on the assessment methodology described in the Engineer's Report. The assessment shall be the per parcel annual amount (with appropriate future cost of living adjustment) as established at the time of voting by the City Council. Any required election and/or ballot protest proceedings shall be completed prior to filing of the Final Map. The applicant shall apply for annexation and provide all information and documents required by the City or its agents in processing the annexation. All costs of annexation shall be paid by Applicant.
76. Annex the property to the City of Oakley Landscape and Lighting District No. 1 for project specific landscaping maintenance, subject to an assessment for landscape operation and maintenance based on the assessment methodology described in the Engineer's Report. The assessment shall be the per parcel annual amount (with appropriate future cost of living adjustment) as established at the time of voting by the City Council. Any required election and/or ballot protest proceedings shall be completed prior to filing of the Final Map. The applicant shall apply for annexation and provide all information and documents required by the City or its agents in processing the annexation. All costs of annexation shall be paid by Applicant.
77. Participate in the provision of funding to maintain police services by voting to approve a special tax for the parcels created by this subdivision approval. The tax shall be the per parcel annual amount (with appropriate future cost of living adjustment) as established at the time of voting by the City Council. The election to provide for the tax shall be completed prior to filing of the final map. Should the homes be occupied prior to the City receiving the first disbursement from the tax bill, the project proponent shall be responsible for paying the pro-rata share for the remainder of the tax year prior to the City conducting a final inspection.
78. Participate in the formation of an assessment district for the construction of off-site improvements should the City deem such a mechanism necessary. The assessment district shall be formed prior to the filing of any final or parcel map, and the project proponent shall fund all costs of formation.
79. Participate in the formation of a mechanism to fund the operation and maintenance of the storm drain system, including Citywide stormwater management and discharge control activities. The appropriate funding mechanism shall be determined by the City and may include, but not be limited to, an assessment district, community services district, or community facilities district. The funding mechanism shall be formed prior to filing of the final map, and the project proponent shall fund all costs of the formation.

80. Comply with the storm drainage master plan and associated fees for drainage shed roughly bounded to the west by the BNSF railroad tracks, the east by Sellers Avenue, and the north by the Contra Costa Canal should that plan be adopted by the City and/or the Contra Costa County Flood Control and Water Conservation District. The applicant shall pay the fee in effect at the time of building permit issuance. Certain improvements required by the Conditions of Approval for this development or the Code may be eligible for credit or reimbursement against the drainage area fee. The developer should contact the City Engineer to personally determine the extent of any credit or reimbursement for which he might be eligible. Any credit or reimbursements shall be determined prior to filing the final map.

ADVISORY NOTES

THE FOLLOWING ADVISORY NOTES ARE PROVIDED TO THE APPLICANT AS A COURTESY BUT ARE NOT A PART OF THE CONDITIONS OF APPROVAL. ADVISORY NOTES ARE PROVIDED FOR THE PURPOSE OF INFORMING THE APPLICANT OF ADDITIONAL ORDINANCE REQUIREMENTS THAT MUST BE MET IN ORDER TO PROCEED WITH DEVELOPMENT.

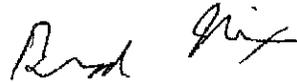
- A. The applicant/owner should be aware of the expiration dates and renewing requirements prior to requesting building or grading permits.
- B. The project will require a grading permit pursuant to the Ordinance Code.
- C. Applicant shall comply with the requirements of Ironhouse Sanitary District.
- D. The applicant shall comply with the requirements of the Diablo Water District.
- E. Comply with the requirements of the East Contra Costa Fire Protection District.
- F. Comply with the requirements of the Building Inspection Division. Building permits are required prior to the construction of most structures.
- G. This project may be subject to the requirements of the Department of Fish and Game. It is the applicant's responsibility to notify the Department of Fish and Game, P.O. Box 47, Yountville, California 94599, of any proposed construction within this development that may affect any fish and wildlife resources, per the Fish and Game Code.
- H. This project may be subject to the requirements of the Army Corps of Engineers. It is the applicant's responsibility to notify the appropriate district of the Corps of Engineers to determine if a permit is required, and if it can be obtained.
- I. The applicant shall obtain an encroachment permit for construction within existing City rights of way.
- J. The applicant shall obtain an encroachment permit from Caltrans for construction within the State right of way.
- K. Comply with requirements of Contra Costa Water District:

The Teal Cove II residential subdivision will provide a \$2,627 per residential unit contribution to the Contra Costa Water District for each single-family home within Subdivision 9080. Payment will be in the form of a lump sum payment at the time of final map approval based on the total number of approved lots times \$2,627 if the Final Map is approved prior to September 30, 2006. Based on the December 9, 2005 Tentative Map that includes 27 lots, the contribution will total \$70,929. The contribution level, per home, will be increased by 2.5% each October 1st until payment is completed.

PASSED AND ADOPTED by the City Council of the City of Oakley at a meeting held on the 14th day of August, 2006, by the following vote:

AYES: Anderson, Connelley, Nix, Romick
NOES: None
ABSTENTIONS: None
ABSENT: Rios

APPROVED:



MAYOR

ATTEST:



CITY CLERK

EXHIBIT B

INSURANCE REQUIREMENTS

CONSTRUCTION CONTRACTS

MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL):** Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than **\$5,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit (i.e., \$10,000,000)
2. **Automobile Liability:** Insurance Services Office Form Number CA 0001 covering Code 1 (any auto), with limits no less than **\$5,000,000** per accident for bodily injury and property damage.
3. **Workers' Compensation** insurance as required by the State of California, with Statutory Limits, and Employers' Liability insurance with a limit of no less than \$1,000,000 per accident for bodily injury or disease.
4. **Builder's Risk** (Course of Construction) insurance utilizing an "All Risk" (Special Perils) coverage form, with limits equal to the completed value of the project and no coinsurance penalty provisions.
5. **Surety Bonds** as described below.
6. **Professional Liability** (if Design/Build), with limits no less than \$1,000,000 per occurrence or claim, and \$2,000,000 policy aggregate.
7. **Contractors' Pollution Legal Liability** and/or Asbestos Legal Liability and/or Errors and Omissions (if project involves environmental hazards) with limits no less than \$1,000,000 per occurrence or claim, and \$2,000,000 policy aggregate.

If the contractor maintains higher limits than the minimums shown above, the City requires and shall be entitled to coverage for the higher limits maintained by the contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

Contractor shall procure and maintain for the duration of the contract, and if Contractor has a claims-made policy, Contractor shall maintain for two years thereafter, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, its agents, representatives, employees or subcontractors.

Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by the City. At the option of the City, either: the contractor shall cause the insurer to reduce or eliminate such deductibles or self-insured retentions as respects the City, its officers, officials, employees, and volunteers; or the Contractor shall provide a financial guarantee satisfactory to the City guaranteeing payment of losses and related investigations, claim administration, and defense expenses.

Other Insurance Provisions

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

1. **The City, its officers, officials, employees, and volunteers are to be covered as additional insureds** on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations and automobiles owned, leased, hired, or borrowed by or on behalf of the Contractor. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance (at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10 10 01 and CG 20 37 10 01 forms if later revisions used).
2. For any claims related to this project, the **Contractor's insurance coverage shall be primary** insurance as respects the City, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, or volunteers shall be in excess of the Contractor's insurance and shall not contribute with it.
3. Each insurance policy required by this clause shall provide notice will be provided to City in the event that the policy is terminated. Contractor shall immediately notify City of any insurance cancellation or termination and shall provide replacement insurance policy documentation to the City.

Builder's Risk (Course of Construction) Insurance

Contractor may submit evidence of Builder's Risk insurance in the form of Course of Construction coverage. Such coverage shall **name the City as a loss payee** as their interest may appear.

If the project does not involve new or major reconstruction, at the option of the City, an Installation Floater may be acceptable. For such projects, a Property Installation Floater shall be obtained that provides for the improvement, remodel, modification, alteration, conversion or adjustment to existing buildings, structures, processes, machinery and equipment. The Property Installation Floater shall provide property damage coverage for any building, structure, machinery or equipment damaged, impaired, broken, or destroyed during the performance of the Work, including during transit, installation, and testing at the City's site.

Claims Made Policies

If any coverage required is written on a claims-made coverage form:

1. The retroactive date must be shown, and this date must be before the execution date of the contract or the beginning of contract work.
2. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of contract work.
3. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the contract effective, or start of work date, the Contractor must purchase extended reporting period coverage for a minimum of five (5) years after completion of contract work.
4. A copy of the claims reporting requirements must be submitted to the City for review.
5. If the services involve lead-based paint or asbestos identification/remediation, the Contractors Pollution Liability policy shall not contain lead-based paint or asbestos exclusions. If the services involve mold identification/remediation, the Contractors Pollution Liability policy shall not contain a mold exclusion, and the definition of Pollution shall include microbial matter, including mold.

Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best rating of no less than A:VII, unless otherwise acceptable to the City.

Waiver of Subrogation

Contractor hereby agrees to waive rights of subrogation which any insurer of Contractor may acquire from Contractor by virtue of the payment of any loss. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation. **Worker's Compensation policies shall be endorsed with a waiver of subrogation** in favor of the City for all work performed by the Contractor, its employees, agents and subcontractors.

Verification of Coverage

Contractor shall furnish the City with original certificates and amendatory endorsements, or copies of the applicable insurance language, effecting coverage required by this contract. All certificates and endorsements are to be received and approved by the City before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements, required by these specifications, at any time.

Subcontractors

Contractor shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Contractor shall ensure that City is an additional insured on insurance required from subcontractors. For CGL coverage subcontractors shall provide coverage with a format least as broad as CG 20 10 10 01 and CG 20 37 10 01.

Surety Bonds

Contractor shall provide the following Surety Bonds:

1. Bid bond
2. Performance bond
3. Payment bond
4. Maintenance bond

The Payment Bond and the Performance Bond shall be in a sum equal to the contract price. If the Performance Bond provides for a one-year warranty a separate Maintenance Bond is not necessary. If the warranty period specified in the contract is for longer than one year a Maintenance Bond equal to 10% of the contract price is required. Bonds shall be duly executed by a responsible corporate surety, authorized to issue such bonds in the State of California and secured through an authorized agent with an office in California.

Special Risks or Circumstances

City reserves right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other circumstances.

EXHIBIT C
VERIFICATION OF INSURANCE

Recording Requested By:

**Prescott Parc, LLC
c/o De Nova Homes
1500 Willow Pass Court
Concord, CA 94520**

When Recorded Mail To:

**City Clerk
City of Oakley
3231 Main Street
Oakley CA 94561**

**SUBDIVISION ANNEXATION AND
ASSESSMENT AUTHORIZATION
DEFERRAL AGREEMENT
SUBDIVISION 9080**

This agreement ("Agreement") is made at Oakley, California, effective as of _____, 2015, by and between the CITY OF OAKLEY, a municipal corporation ("City") and Prescott Parc, LLC, a California limited liability company ("Owner").

Recitals

- A. On August 14, 2006 the City Council of the City of Oakley adopted Resolution No. 112-06 which conditionally approved the tentative map for Subdivision 9080, a 26-lot residential subdivision located between Frank Hengel Way and Picasso Drive, south of Escher Circle described in the map and legal description attached hereto and incorporated herein as Exhibits A and B respectively.
- B. Conditions of Approval 74, 75 and 76 require annexation to City of Oakley Street Lighting and Landscape Assessment District No. 1 ("District") and approval of assessments for Citywide landscaping and park maintenance, Citywide street lighting costs and maintenance and project specific landscaping maintenance.
- C. Condition of Approval 77 requires the Subdivision's participation in the provision of funding to maintain police services by voting to approve a special tax ("Special Tax") created by this subdivision approval.
- D. Condition of Approval 78 requires participation in the formation of an assessment district for the construction of off-site improvements if deemed necessary by the City.
- E. Condition of Approval 79 requires the Subdivision's participation in the formation of a mechanism to fund the operation and maintenance of the storm drain system, including storm water quality monitoring and reporting, storm water ponds and any proposed pump stations as well as any levees proposed to be maintained by the City. The appropriate funding mechanism shall be determined by the City and may include, but not be limited to, an assessment district, community services district, or community facilities district. Condition of Approval 79 further requires that the funding mechanism shall be formed prior

to filing of any final or parcel map, and the project proponent shall fund all costs of formation.

F. City and Owner, by this Agreement, are implementing Conditions of Approval Number 74 through Number 79.

AGREEMENT

With reference to the foregoing Recitals and in consideration of the mutual provisions, obligations and covenants herein contained, City and Owner agree as follows:

1. Recitals.

The foregoing Recitals are true and correct and are made a part hereof.

2. Support for Annexation.

Owner shall support and take any and all actions necessary to annex the Project into the District for the future maintenance and costs of Citywide parks, Citywide street lighting and landscaping and irrigation facilities in median islands, parkways and other areas designated in the District. Owner shall also participate in the provision of funding to maintain police services by the Subdivision's annexation to Oakley Special Police Tax Area. Owner shall also participate in the formation of an assessment district for the construction of off-site improvements if deemed necessary by the City. Owner shall also support and take any and all actions necessary for the Subdivision's participation in the formation of a Funding Mechanism for the operation and maintenance of the storm drain system, including City-wide storm water management and discharge control activities.

3. Submission of Assessment Ballots in Favor of Assessment, Special Tax Ballot in Favor of Special Tax, Ballot for participation Ballot for Storm Drain Maintenance Funding Mechanism and Ballot for Offsite Improvement Assessment District.

Upon receipt of an assessment ballot regarding the assessments that shall be annually imposed by the District and/or a special tax ballot regarding the special tax annually imposed for maintenance of police services and/or a ballot regarding the assessments that shall be annually imposed for storm drain maintenance Funding Mechanism on the Subdivisions and/or a ballot or written request from the City regarding participation in the formation of an assessment district for construction of offsite improvements, Owner shall promptly indicate its support for such assessments and/or special taxes and/or requests by marking the ballot(s) and submitting it as instructed in the ballot materials or as directed in the request. Owner specifically understands that the current assessments levied by the District and the current special taxes for maintenance of police services and the current special taxes for the Funding Mechanism may increase due to inflation and Owner agrees to pay any such increase.

4. Restrictions on Conveyances and Transfers of Title.

Owner shall not convey or otherwise transfer title to the Subdivision until the annexation and/or approval of the assessments and special taxes including the completion of the ballot proceedings is finalized, and the assessments and special taxes are authorized to be levied on the Subdivision.

Owner also may enter into reservation contracts with potential purchasers of lots within the Subdivision, provided that such contracts include a prominent warning that shall be reviewed by and acceptable to the City identifying the existence of this Agreement and summarizing its critical requirements.

Notwithstanding the terms of this provision, any restrictions on conveyance or other transfer of the designated remainder under the Subdivision Map Act remain in effect.

5. Restrictions on Issuance and Processing of Building Permits.

Owner shall not request, and City shall neither issue nor process, any building permits for the Subdivision or any structure in/on the Subdivision until the annexation to the District, approval of the Special Tax and formation of Funding Mechanism (including the completion of the ballot proceedings is finalized and the assessments and special taxes are authorized to be levied) for the Subdivision.

6. Recordation of Agreement.

Prior to issuance of the Subdivision map, Owner shall record this Agreement in the chain of title for both the Subdivision, such that this Agreement will be identified in any title report prepared for a potential purchaser of any of the lots.

7. Issuance of Final Map.

City shall not withhold approval of the final map for the Subdivision prior to completion of the annexation of the Subdivision to the District, approval of the Subdivision's Special Tax, formation of the Subdivision's Funding Mechanism and prior to Subdivision's participation in the formation of an assessment district for the construction of offsite improvements and authorization of the levy of the District assessment, authorization of the levy of the Special Tax, authorization of the levy of Funding Mechanism assessment and pre-payment of eligible development impact fees on the Subdivision on account of failure to complete annexation to the District, approval of the Special Tax and formation of Funding Mechanism provided that the Subdivision is in substantial compliance with all other conditions of approval and the Subdivision is in full compliance with applicable laws.

8. Severability and Integration of Agreement.

This Agreement is an integrated agreement containing the entire understanding of the Parties regarding the matters addressed herein. No amendment or variation of the terms of this Agreement shall be effective unless made in writing and executed by both parties. In the event that any provision of this agreement is finally held or determined to be illegal or void by a court having jurisdiction, the remaining portions of the Agreement remain in

full force and effect unless the parts found to be void are wholly inseparable from the remaining portion of the Agreement.

APPROVED AS TO FORM:

CITY OF OAKLEY

Derek P. Cole, City Attorney

Bryan H. Montgomery, City Manager

ATTEST:

OWNER

Libby Vreonis, City Clerk

Michael Evans

EXHIBIT A
MAP OF SUBDIVISION

**[THE COUNTY RECORDER WILL REQUIRE A VERY HIGH RESOLUTION
COPY ON 8 ½ BY 11 INCH PAPER]**

EXHIBIT B

LEGAL DESCRIPTION OF SUBDIVISION

RESOLUTION NO. XX-15

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OAKLEY APPROVING THE SUBDIVISION IMPROVEMENT AGREEMENT WITH PRESCOTT PARC, LLC A CALIFORNIA LIMITED LIABILITY COMPANY, FOR SUBDIVISION 9080 AND AUTHORIZING THE CITY MANAGER TO SIGN THE AGREEMENT

WHEREAS, the City Council of the City of Oakley, California, wishes to enter into a Subdivision Improvement Agreement with Prescott Parc, LLC for the development of a residential subdivision known as Subdivision 9080; and

WHEREAS, this agreement will require the developer to complete approximately \$696,000.00 in public improvements and drainage in accordance with the project conditions of approval and City standard construction design.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Oakley that the Subdivision Improvement Agreement with Prescott Parc, LLC is hereby approved and the City Manager is hereby authorized to execute the Subdivision Improvement Agreement for the development of Subdivision 9080 in the form attached hereto as Exhibit A and is made part of this resolution.

PASSED AND ADOPTED by the City Council of the City of Oakley, California, this 26th day of May 2015 by the following vote:

AYES:

NOES:

ABSTENTIONS:

ABSENT:

APPROVED:

Doug Hardcastle, Mayor

ATTEST:

Libby Vreonis, City Clerk

Date

RESOLUTION NO. XX-15

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OAKLEY,
CALIFORNIA, APPROVING A SUBDIVISION ANNEXATION AND
ASSESSMENT AUTHORIZATION DEFERRAL AGREEMENT WITH
PRESCOTT PARC, LLC, A CALIFORNIA LIMITED LIABILITY COMPANY FOR
SUBDIVISION 9080**

WHEREAS, Conditions of Approval 74, 75 & 76 require annexation to City of Oakley Street Lighting and Landscape Assessment District No. 1 ("District") and approval of assessments for Citywide landscaping and park maintenance, Citywide street lighting costs and maintenance and project specific landscaping maintenance; and

WHEREAS, Condition of Approval 77 requires the Subdivision's participation in the provision of funding to maintain police services by voting to approve a special tax ("Special Tax") created by this minor subdivision approval; and

WHEREAS, Condition of Approval 78 requires participation in the formation of an assessment district for the construction of off-site improvements if deemed necessary by the City; and

WHEREAS, Condition of Approval 79 requires the Subdivision's participation in the formation of a mechanism to fund the operation and maintenance of the storm drain system, including storm water quality monitoring and reporting, storm water ponds and any proposed pump stations as well as any levees proposed to be maintained by the City. The appropriate funding mechanism shall be determined by the City and may include, but not be limited to, an assessment district, community services district, or community facilities district. Condition of Approval 56 further requires that the funding mechanism shall be formed prior to filing of any final or parcel map, and the project proponent shall fund all costs of formation; and

WHEREAS, the formation of a mechanism to fund the operation and maintenance of the storm drain system has not been completed; and

WHEREAS, Prescott Parc, LLC (Prescott) is requesting that the Final Map for Subdivision 9080 be filed, and is willing to enter into an agreement that, among other things, will allow Prescott to file the map but will prohibit Prescott from selling any lots until the assessment district annexations are complete.

NOW, THEREFORE, BE IT RESOLVED AND ORDERED, by the City Council of the City of Oakley that the Subdivision Annexation and Assessment Authorization Deferral Agreement with Prescott Parc, LLC is hereby approved and the City Manager is hereby authorized to execute the Subdivision

Annexation and Assessment Authorization Deferral Agreement for Subdivision 9080, subject to review and approval by the City Attorney.

PASSED AND ADOPTED by the City Council of the City of Oakley at a meeting held on this 26th day of May, 2015 by the following vote:

AYES:
NOES:
ABSTENTIONS:
ABSENT:

APPROVED:

ATTEST:

Doug Hardcastle, Mayor

Libby Vreonis, City Clerk

Date

RESOLUTION NO. XX-15

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OAKLEY
APPROVING THE FINAL MAP OF SUBDIVISION 9080**

WHEREAS, Prescott Parc, LLC, a California limited liability company has satisfied the necessary conditions of approval for Subdivision 9080, as approved by the City Council on August 14, 2006 by Resolution Number 112-06; and

WHEREAS, the City Engineer has determined that the conditions of approval for the project have been satisfied; and

WHEREAS, the City Surveyor has determined that the final map is technically correct.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Oakley that the final map labeled "Subdivision 9080", as prepared by Carlson, Barbee & Gibson, Inc. be approved.

PASSED AND ADOPTED by the City Council of the City of Oakley, California, this 26th day of May 2015 by the following vote:

AYES:

NOES:

ABSTENTIONS:

ABSENT:

APPROVED:

Doug Hardcastle, Mayor

ATTEST:

Libby Vreonis, City Clerk

Date

OWNER'S STATEMENT

THE UNDERSIGNED, BEING A PARTY HAVING A RECORD TITLE INTEREST IN THE LANDS DELINEATED AND ENLARGED WITHIN THE HEAVY BLACK LINES UPON THIS MAP, DOES HEREBY CONSENT TO THE PREPARATION AND RECORDATION OF THE SAME. THE REAL PROPERTY DESCRIBED BELOW IS DEDICATED IN FEE FOR PUBLIC PURPOSES: THE AREA DESIGNATED AS PRESCOTT CIRCLE PICKUP DRIVE, AND FRANK HENDEL WAY.

THE AREAS DESIGNATED AS PARCELS A AND B ARE HEREBY DEDICATED TO THE CITY OF OAKLEY IN FEE OR ITS BENEFIT FOR PUBLIC USE.

PARCEL C TO BE USED WITH PARCEL B OF SUBDIVISION NO. 9081 SUBSEQUENT TO THE FILING OF THE SUBDIVISION NO. 9081 MAP.

THE REAL PROPERTY DESCRIBED BELOW IS DEDICATED AS AN EASEMENT FOR PUBLIC PURPOSES: THE AREAS DESIGNATED AS "PUBLIC UTILITY EASEMENT" OR "PUE" FOR UNDERGROUND ELECTRIC, GAS, CABLE TELEVISION, AND TELEPHONE USE AND ANY/ALL IMPROVEMENTS AND APPURTENANCES INSTALLED, INCLUDING CONSTRUCTION, ACCESS, AND MAINTENANCE OF THESE IMPROVEMENTS AND APPURTENANCES.

THE REAL PROPERTY BELOW IS DEDICATED AS AN EASEMENT FOR PUBLIC PURPOSES: THE AREA DESIGNATED AS "PUBLIC STORM DRAIN EASEMENT" OR "PSE" FOR INSTALLATION, CONSTRUCTION, ACCESS AND MAINTENANCE OF PUBLIC STORM DRAIN FACILITIES AND THEIR APPURTENANCES UNDER, ON AND OVER THESE STRIPS OF LAND.

THIS MAP SHOWS ALL THE EASEMENTS ON THE PREMISES, OR OF RECORD WITHIN THE BOUNDARY LINES OF THE HEREIN EMBODIED MAP AS SHOWN ON THE PRELIMINARY TITLE REPORT TITLE NUMBER 0131-620630A/LA, DATED APRIL 8, 2015, PREPARED BY FIRST AMERICAN TITLE COMPANY.

THE UNDERSIGNED FURTHER REINDEMNITIES TO THE CITY OF OAKLEY ALL ADJUTERS RIGHTS OF ACCESS ALONG THE PROPERTY LINES IN THOSE AREAS DETECTED HEREON BY THE SYMBOL ///.

PRESCOTT PARK, LLC BY: MICHAEL EVANS DATE: _____

BY: _____ DATE: _____

OWNER'S ACKNOWLEDGEMENT

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 _____ COUNTY OF _____

ON _____ BEFORE ME, _____ A NOTARY PUBLIC, PERSONALLY APPEARED _____ WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE/SHE/HIS/HER EXECUTED THE SAME IN HIS/HER/HER AUTHORIZED CAPACITY(IES), AND THAT BY HIS/HER/HER SIGNATURE(S) ON THE INSTRUMENT THE PERSON(S), OR THE ENTITY UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT.

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

WITNESS MY HAND: _____ SIGNATURE: _____ NAME (PRINT): _____ PRINCIPAL COUNTY OF BUSINESS: _____ MY COMMISSION NUMBER: _____ MY COMMISSION EXPIRES: _____

SUBDIVISION NO. 9080

CONSISTING OF 5 SHEETS BEING A SUBDIVISION OF THE PARCEL OF LAND DESCRIBED IN DEED RECORDED _____ AS DOCUMENT NO. _____ CONTRA COSTA COUNTY RECORDS

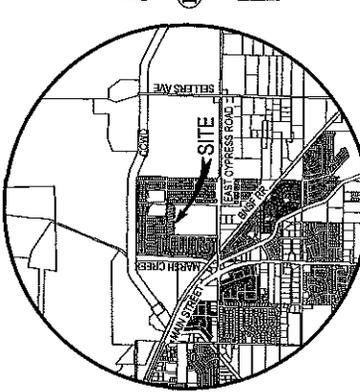
CITY OF OAKLEY, CONTRA COSTA COUNTY, CALIFORNIA.

Carlson, Barbee & Gibson, Inc.

CIVIL ENGINEERS - SURVEYORS - PLANNERS

SAN FRANCISCO, CALIFORNIA

MAY 2015



VICINITY MAP NOT TO SCALE

SURVEYOR'S STATEMENT

I, MARK WEBER, A LICENSED LAND SURVEYOR IN THE STATE OF CALIFORNIA, HEREBY STATE THAT THIS FINAL MAP AND SURVEY WERE MADE UNDER MY DIRECTION IN OCTOBER 2014, IN CONFORMANCE WITH THE PROFESSIONAL SURVEYING ACT AND THE PROFESSIONAL LAND SURVEYING REGULATIONS, AND IS TRUE AND COMPLETE AS SHOWN. THAT ALL THE MONUMENTS WILL BE OF THE CHARACTER AND OCCUPY THE POSITION INDICATED ON THE FINAL MAP, AND WILL BE SET IN SUCH POSITIONS ON OR BEFORE DECEMBER 2016 AND THAT SAID MONUMENTS WILL BE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED, AND SUBSTANTIALLY CONFORMS TO THE CONDITIONALLY APPROVED TENTATIVE MAP. I FURTHER STATE THAT THIS SUBDIVISION ENTITLED "SUBDIVISION 9080" IS A SUBDIVISION CONTAINING 580 ACRES, MORE OR LESS. THE BEARINGS SHOWN HEREON ARE BASED ON THE CALIFORNIA COORDINATE SYSTEM, ZONE 11L.



DATE _____ DEED # WEBER, P.L.S. U.S. NO. 7880

CITY SURVEYOR'S STATEMENT

I, FRANCIS JOSEPH KENNEDY, CITY SURVEYOR OF THE CITY OF OAKLEY, DO HEREBY STATE THAT I HAVE EXAMINED THIS MAP ENTITLED "SUBDIVISION NO. 9080" AND AM SATISFIED THAT SAID MAP IS TECHNICALLY CORRECT.

FRANCIS JOSEPH KENNEDY, CITY SURVEYOR OF THE CITY OF OAKLEY, CONTRA COSTA COUNTY, STATE OF CALIFORNIA R.C.E. NO. 21771



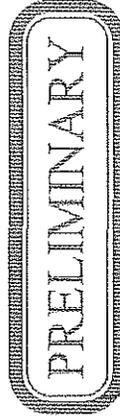
DATE _____

COUNTY RECORDER'S STATEMENT

THIS MAP, ENTITLED "SUBDIVISION NO. 9080", IS HEREBY ACCEPTED FOR RECORDATION, SHOWING A CLEAR TITLE AS PER LETTER OF TITLE WRITTEN BY FIRST AMERICAN TITLE COMPANY, DATED APRIL 8, 2015, AND AFTER EXAMINING THE SAME, I DEEM THAT SAID MAP COMPLES IN ALL RESPECTS WITH THE PROVISIONS OF STATE LAWS AND LOCAL ORDINANCES GOVERNING THE FILING OF SUBDIVISION MAPS.

RECORDED AT THE REQUEST OF FIRST AMERICAN TITLE COMPANY AT _____ DAY OF _____ 20 _____ IN BOOK _____ OF MAPS, AT PAGE _____ IN THE OFFICE OF THE COUNTY RECORDER OF CONTRA COSTA COUNTY, STATE OF CALIFORNIA.

JOSEPH E. GONZALEZ COUNTY RECORDER CONTRA COSTA COUNTY OF CALIFORNIA



BY: _____ DEPUTY COUNTY RECORDER

SUBDIVISION NO. 9080

CONSISTING OF 5 SHEETS
BEING A SUBDIVISION OF THE PARCEL OF LAND DESCRIBED IN DEED
RECORDED _____, AS DOCUMENT NO. _____

CONTRA COSTA COUNTY RECORDS
CITY OF OAKLEY, CONTRA COSTA COUNTY, CALIFORNIA.

Carlson, Barbee & Gibson, Inc.

CIVIL ENGINEERS • SURVEYORS • PLANNERS
SAN RAMON, CALIFORNIA

MAY 2015

CITY COUNCIL STATEMENT

I, KOUROSH ROHANI, PUBLIC WORKS DIRECTOR OF THE CITY OF OAKLEY, HEREBY STATE THAT THE CITY COUNCIL OF THE CITY OF OAKLEY HAS APPROVED THE TENTATIVE MAP FOR "SUBDIVISION NO. 9080" DATED FEBRUARY 17, 2006, WHICH INCLUDES THIS SUBDIVISION, UPON WHICH THIS FINAL MAP IS BASED.

KOUROSH ROHANI
PUBLIC WORKS DIRECTOR
CITY OF OAKLEY, CONTRA COSTA COUNTY
STATE OF CALIFORNIA

DATE: _____

CITY ENGINEER'S STATEMENT

I, KOUROSH ROHANI, CITY ENGINEER OF THE CITY OF OAKLEY, DO HEREBY STATE THAT I HAVE EXAMINED THIS MAP ENTITLED "SUBDIVISION NO. 9080"; THAT SAID SUBDIVISION AS SHOWN IS IN SUBSTANTIAL CONFORMANCE WITH THE TENTATIVE MAP APPROVED BY THE CITY OF OAKLEY CITY COUNCIL ON FEBRUARY 17, 2006, AND ANY SUBSEQUENT MODIFICATIONS THEREOF; AND THAT ALL PROVISIONS OF STATE LAW AND LOCAL ORDINANCES WHICH GOVERNED THE FILING OF SUBDIVISION MAPS AT THE TIME SAID TENTATIVE MAP WAS APPROVED HAVE BEEN COMPLIED WITH.

KOUROSH ROHANI
CITY ENGINEER, CITY OF OAKLEY,
CONTRA COSTA COUNTY, STATE OF CALIFORNIA
R.C.E. NO. 51138

DATE: _____



SOILS REPORT

A SOILS REPORT HAS BEEN PREPARED BY STEVENS, FERRONE AND BAILEY, INC., AND IS ON FILE IN THE OFFICE OF THE CITY ENGINEER OF THE CITY OF OAKLEY, COUNTY OF CONTRA COSTA, STATE OF CALIFORNIA.

CITY CLERK'S STATEMENT

I, LIBBY VREONIS, CITY CLERK AND CLERK OF THE COUNCIL OF THE CITY OF OAKLEY, DO HEREBY CERTIFY THAT THE HEREIN EMBODIED FINAL MAP ENTITLED, "SUBDIVISION NO. 9080", CONSISTING OF FIVE (5) SHEETS, THIS STATEMENT BEING ON SHEET TWO (2) THEREOF, WAS PRESENTED TO THE CITY COUNCIL, AS PROVIDED BY LAW, AT A REGULAR MEETING THEREOF HELD ON THE _____ DAY OF _____, 20____, AND THAT SAID COUNCIL DID THEREUPON, BY RESOLUTION NUMBER _____, PASSED AND ADOPTED AT SAID MEETING, APPROVE SAID MAP AND DO ACCEPT SUBJECT TO IMPROVEMENT ANY PARCELS, DRIVES, COURTS, WAYS, STREETS AND ROADS OR EASEMENTS SHOWN THEREON AS DEDICATED FOR PUBLIC USE.

I FURTHER CERTIFY THAT ALL AGREEMENTS AND SURETY AS REQUIRED BY LAW TO ACCOMPANY THE WITHIN MAP HAVE BEEN APPROVED BY THE COUNCIL OF THE CITY OF OAKLEY AND ARE ON FILE IN MY OFFICE.

IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND THIS _____ DAY
OF _____, 20____.

LIBBY VREONIS
CITY CLERK AND CLERK OF THE COUNCIL OF THE
CITY OF OAKLEY, CONTRA COSTA COUNTY,
STATE OF CALIFORNIA

CERTIFICATE OF DEDICATION FOR SAME PUBLIC PURPOSE

PRESCOTT PARK, LLC HAS DEDICATED HEREON CERTAIN PUBLIC RIGHTS OF WAY FOR PRESCOTT CIRCLE, FRANK HENGEL WAY, AND PICASSO DRIVE AND EASEMENTS FOR PUBLIC UTILITIES. THE CITY OF OAKLEY SHALL RECOGNIZE THE PROPERTY TO DENOVA HOMES, OR ITS SUCCESSOR IN INTEREST IF THE CITY OF OAKLEY SUBSEQUENTLY MAKES A DETERMINATION PURSUANT TO THE PROVISIONS OF SECTION 66477.5 OF THE SUBDIVISION MAP ACT THAT THE SAME PUBLIC PURPOSE FOR WHICH THE PROPERTY WAS DEDICATED DOES NOT EXIST, OR THE PROPERTY OR ANY PORTION THEREOF IS NOT NEEDED FOR PUBLIC UTILITIES, EXCEPT FOR ALL OR ANY PORTION OF THE PROPERTY THAT IS REQUIRED FOR THAT SAME PUBLIC PURPOSE OR FOR PUBLIC UTILITIES.

CLERK OF THE BOARD OF SUPERVISORS' STATEMENT

I HEREBY STATE, AS CHECKED BELOW, THAT:

- A TAX BOND ASSURING PAYMENT OF ALL TAXES WHICH ARE NOW A LIEN, BUT ARE NOT YET PAYABLE, HAS BEEN RECEIVED AND FILED WITH THE BOARD OF SUPERVISORS OF CONTRA COSTA COUNTY, STATE OF CALIFORNIA.
- ALL TAXES DUE HAVE BEEN PAID, AS CERTIFIED BY THE COUNTY REDEMPTION OFFICER.

DATED: _____

DAVID TWA
COUNTY ADMINISTRATOR
COUNTY OF CONTRA COSTA
STATE OF CALIFORNIA

By: _____
DEPUTY CLERK

PRELIMINARY

SUBDIVISION NO. 9080

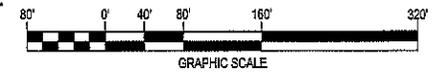
CONSISTING OF 5 SHEETS
BEING A SUBDIVISION OF THE PARCEL OF LAND DESCRIBED IN DEED
RECORDED AS DOCUMENT NO. _____

CONTRA COSTA COUNTY RECORDS
CITY OF OAKLEY, CONTRA COSTA COUNTY, CALIFORNIA.

Carlson, Barbee & Gibson, Inc.

CIVIL ENGINEERS • SURVEYORS • PLANNERS
SAN FRANCISCO, CALIFORNIA

SCALE: 1" = 80' MAY 2015



BASIS OF BEARINGS:

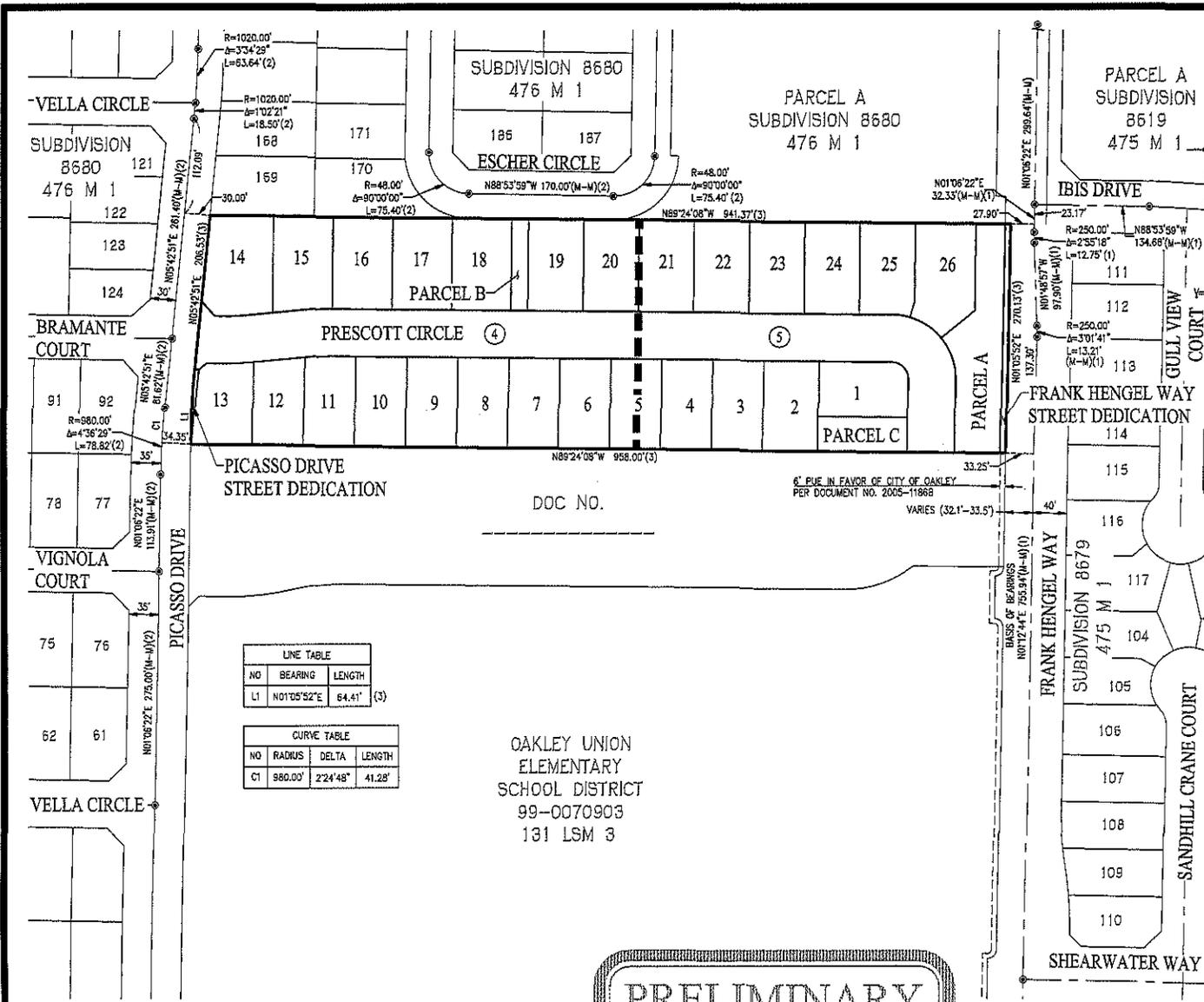
THE BASIS OF BEARINGS FOR THIS MAP IS DETERMINED BY FOUND MONUMENTS SHOWN ON FRANK HENGEL WAY. THE BEARING BEING N01°12'44"E PER SUBDIVISION 8679 (475 M 1). CALIFORNIA COORDINATE SYSTEM, ZONE 3 (NAD 27), MULTIPLY DISTANCES SHOWN BY 0.9999396 TO OBTAIN GRID DISTANCES.

LEGEND

- SUBDIVISION BOUNDARY LINE
- RIGHT OF WAY LINE
- LOT LINE
- EASEMENT LINE
- CENTERLINE
- RELINQUISHED ABUTTER'S RIGHTS
- TOTAL
- LOT LINE
- MONUMENT TO MONUMENT
- MONUMENT TO PROPERTY LINE
- FOUND STANDARD STREET MONUMENT
- SET STANDARD STREET MONUMENT
- SET 5/8" REBAR AND CAP, L5 7960
- PUBLIC UTILITY EASEMENT
- PUBLIC STORM DRAIN EASEMENT
- SHEET BOUNDARY
- SHEET NUMBER

REFERENCES:

- (4) INDICATES REFERENCE NUMBER
- (1) SUBDIVISION MAP 8679 (475 M 1)
- (2) SUBDIVISION MAP 8680 (475 M 1)
- (3) DEED, DOC NO. _____



LINE TABLE		
NO	BEARING	LENGTH
L1	N01°05'52"E	64.41' (3)

CURVE TABLE			
NO	RADIUS	DELTA	LENGTH
C1	980.00'	2°24'48"	41.28'

OAKLEY UNION
ELEMENTARY
SCHOOL DISTRICT
99-0070903
131 LSM 3

PRELIMINARY

SUBDIVISION NO. 9080

CONSISTING OF 5 SHEETS
BEING A SUBDIVISION OF THE PARCEL OF LAND DESCRIBED IN DEED
RECORDED _____ AS DOCUMENT NO. _____

CONTRA COSTA COUNTY RECORDS
CITY OF OAKLEY, CONTRA COSTA COUNTY, CALIFORNIA.

Carlson, Barbee & Gibson, Inc.

CIVIL ENGINEERS • SURVEYORS • PLANNERS
SAN RAMON, CALIFORNIA

SCALE: 1" = 40' MAY 2015



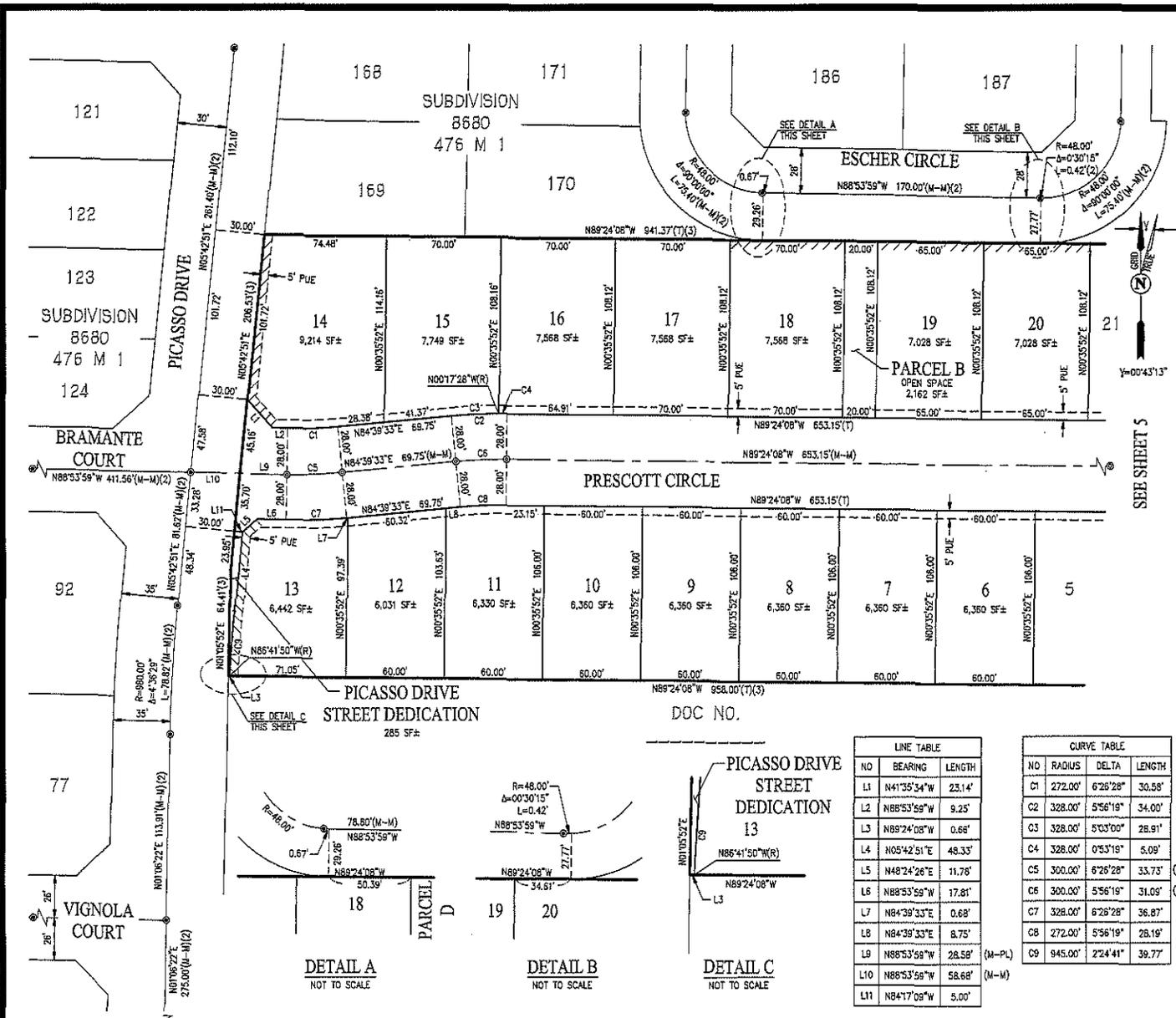
BASIS OF BEARINGS:

THE BASIS OF BEARINGS FOR THIS MAP IS DETERMINED BY FOUND MONUMENTS SHOWN ON FRANK HENGL WAY. THE BEARING BEING N01°12'44"E PER SUBDIVISION 8679 (475 M 1). CALIFORNIA COORDINATE SYSTEM, ZONE 3 (NAD 27). MULTIPLY DISTANCES SHOWN BY 0.99993568 TO OBTAIN GRID DISTANCES.

LEGEND

- SUBDIVISION BOUNDARY LINE
- RIGHT OF WAY LINE
- LOT LINE
- EASEMENT LINE
- CENTERLINE
- RELINQUISHED ABUTTER'S RIGHTS
- (T) TOTAL
- (LL) LOT LINE
- (M-M) MONUMENT TO MONUMENT
- (M-PL) MONUMENT TO PROPERTY LINE
- ⊙ FOUND STANDARD STREET MONUMENT
- ⊙ SET STANDARD STREET MONUMENT
- ⊙ SET 5/8" REBAR AND CAP, LS 7960
- ⊙ PUE PUBLIC UTILITY EASEMENT
- ⊙ PSDE PUBLIC STORM DRAIN EASEMENT

PRELIMINARY



NO	BEARING	LENGTH
L1	N41°35'34"W	23.14'
L2	N88°53'59"W	9.25'
L3	N89°24'08"W	0.68'
L4	N05°42'51"E	48.33'
L5	N48°24'26"E	11.78'
L6	N88°53'59"W	17.81'
L7	N84°39'33"E	0.68'
L8	N84°39'33"E	8.75'
L9	N88°53'59"W	28.58' (M-PL)
L10	N88°53'59"W	58.68' (M-M)
L11	N84°17'08"W	5.00'

NO	RADIUS	DELTA	LENGTH
C1	272.00'	6°26'28"	30.58'
C2	328.00'	5°56'19"	34.00'
C3	328.00'	5°03'00"	28.91'
C4	328.00'	0°53'19"	5.09'
C5	300.00'	6°26'28"	33.73' (M-M)
C6	300.00'	5°56'19"	31.03' (M-M)
C7	328.00'	6°26'28"	36.87'
C8	272.00'	5°56'19"	28.19'
C9	945.00'	2°24'41"	39.77'

SUBDIVISION NO. 9080

CONSISTING OF 5 SHEETS
BEING A SUBDIVISION OF THE PARCEL OF LAND DESCRIBED IN DEED
RECORDED AS DOCUMENT NO.

CONTRA COSTA COUNTY RECORDS
CITY OF OAKLEY, CONTRA COSTA COUNTY, CALIFORNIA.

Carlson, Barbee & Gibson, Inc.

CIVIL ENGINEERS • SURVEYORS • PLANNERS
SAN RAMON, CALIFORNIA

SCALE: 1" = 40' MAY 2015



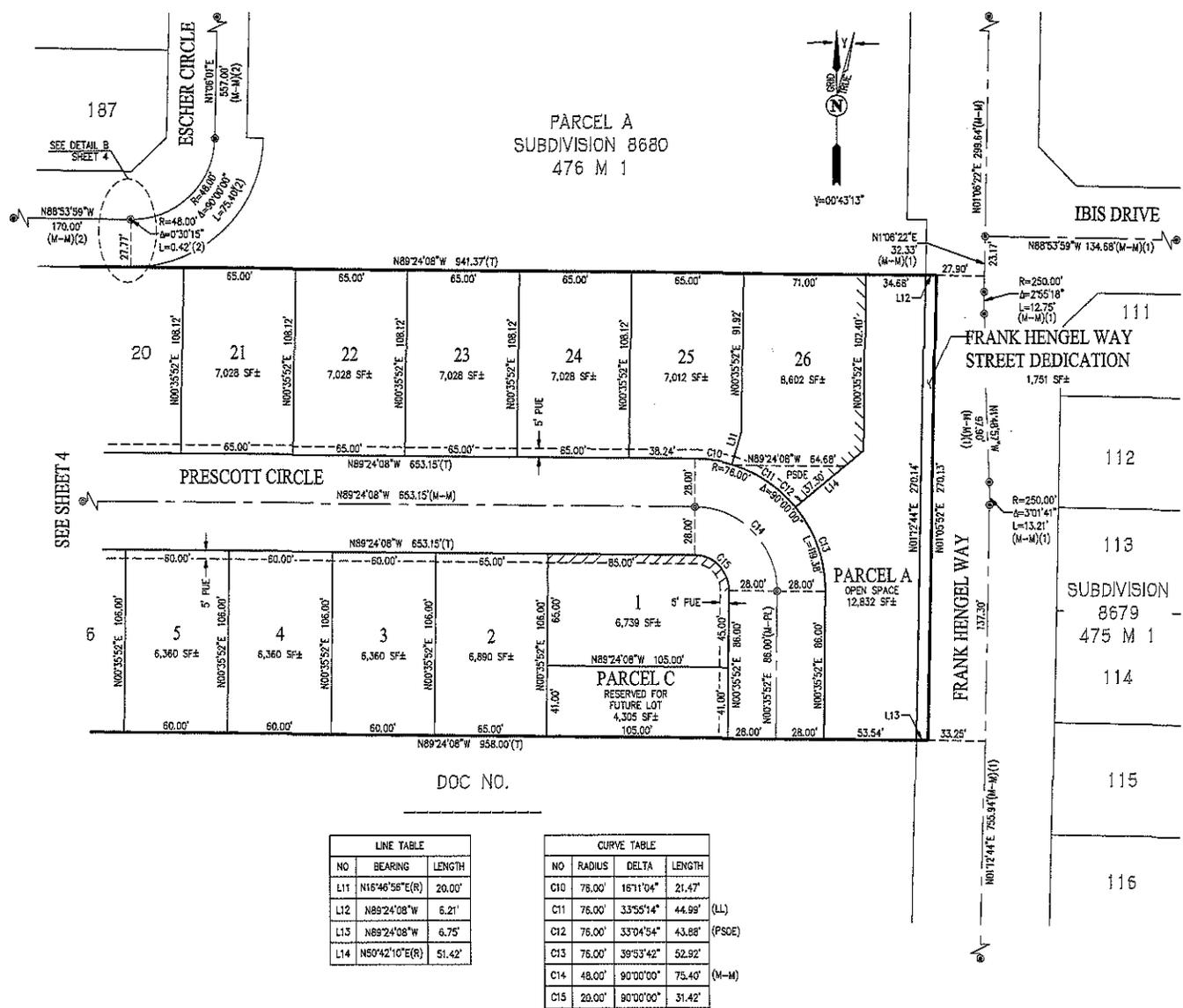
BASIS OF BEARINGS:

THE BASIS OF BEARINGS FOR THIS MAP IS DETERMINED BY FOUND MONUMENTS SHOWN ON FRANK HENGEL WAY. THE BEARING BEING N01°24'44"E PER SUBDIVISION 8679 (475 M 1), CALIFORNIA COORDINATE SYSTEM, ZONE 3 (NAD 27), MULTIPLY DISTANCES SHOWN BY 0.9999398 TO OBTAIN GRID DISTANCES.

LEGEND

- SUBDIVISION BOUNDARY LINE
- RIGHT OF WAY LINE
- LOT LINE
- EASEMENT LINE
- CENTERLINE
- RELINQUISHED ADJUTTER'S RIGHTS
- (T) TOTAL
- (LL) LOT LINE
- (M-M) MONUMENT TO MONUMENT
- (M-PL) MONUMENT TO PROPERTY LINE
- ⊙ FOUND STANDARD STREET MONUMENT
- ⊙ SET STANDARD STREET MONUMENT
- ⊙ SET 5/8" REBAR AND CAP, LS 7960
- PUE PUBLIC UTILITY EASEMENT
- PSOE PUBLIC STORM DRAIN EASEMENT

PRELIMINARY



LINE TABLE		
NO	BEARING	LENGTH
L11	N16°46'58"E(R)	20.00'
L12	N89°24'08"W	6.21'
L13	N89°24'08"W	6.75'
L14	N50°42'10"E(R)	51.42'

CURVE TABLE			
NO	RADIUS	DELTA	LENGTH
C10	78.00'	1671°04'	21.47'
C11	75.00'	33°55'14"	44.99' (LL)
C12	75.00'	33°04'54"	43.88' (PSOE)
C13	75.00'	39°53'42"	52.92'
C14	48.00'	90°00'00"	75.40' (M-M)
C15	20.00'	90°00'00"	31.42'