



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 9391 (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 March 10, 2015 the City Council adopted Resolution 34-15 conditionally approving the tentative map for Subdivision 9391, a 14-lot residential subdivision between Picasso Drive and Frank Hengel Way, south of Escher Circle.

De Nova Homes has requested approval by the City Council of the final map for Subdivision 9391 consisting of 14 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 9391. 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 \$346,000.00). 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 66, 67 & 68), participating in the special police tax area (Condition 69) and annexing into City of Oakley Community Facilities District No. 1 (Cypress Grove) to fund the operations and maintenance for storm drainage (Condition 70). 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 9391.

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 9391
- 6) Reduction of Subdivision 9391 Final Map

**CITY OF OAKLEY
SUBDIVISION IMPROVEMENT AGREEMENT
SUBDIVISION 9391**

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 9391, 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 34-15 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 9391 and Prescott Improvement Plan Subdivision 9391 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 34-15 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 9391 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 \$308,000 for Public Improvements and \$38,000 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
Attn: Michael Evans
1500 Willow Pass Court
Concord, CA 94520

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 34-15
 Exhibit B – Insurance Requirements
 Exhibit C - Verification of Required Insurance

EXHIBIT A
(RESOLUTION 34-15)

RESOLUTION NO. 34-15

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OAKLEY MAKING FINDINGS AND APPROVING A VESTING TENTATIVE MAP FOR "SUBDIVISION 9391 AT CYPRESS GROVE (TM 02-14)" SUBDIVIDING APPROXIMATELY 3.52 ACRES INTO 14 SINGLE FAMILY RESIDENTIAL LOTS, A 0.22 ACRE LANDSCAPED PARCEL AND OTHER ASSOCIATED IMPROVEMENTS. THE PROJECT AREA IS LOCATED WITHIN THE EXISTING CYPRESS GROVE SUBDIVISION. APN 037-192-024

FINDINGS

WHEREAS, on October 13, 2014, Mike Evans of DeNova Homes ("Applicant") filed an application requesting approval of a vesting tentative map to subdivide approximately 3.52 acres into 14 single family residential lots, one 0.22 acre landscaped parcel, and associated right of way improvements for the project known as "Subdivision 9391 at Cypress Grove (TM 02-14)" ("Project"); and

WHEREAS, the site is located within the existing Cypress Grove subdivision north of Ironhouse Elementary School and Delta Vista Middle School (4901 Frank Hengel Way) off of East Cypress Road and Frank Hengel Way; and

WHEREAS, the applicant's plans include the Vesting Tentative Map, Conceptual Grading and Utility Plan, and Preliminary Stormwater Control Plan, titled "Subdivision 9391 Vesting Tentative Map" updated and received on March 2, 2015, and attached to the project staff report ("Plans"); and

WHEREAS, on January 28, 2015 the project application was deemed complete per Government Code section 65920 et. seq; and

WHEREAS, the project site is designated Single Family High ("SH") as depicted on the Oakley 2020 General Plan ("General Plan") Land Use Diagram (Figure 2-2 of General Plan), and zoned P-1 (Planned Development) District; and

WHEREAS, the project is exempt from the requirements of the California Environmental Quality Act ("CEQA") pursuant to CEQA Guidelines section 15332 (Class 32 – Infill Development Projects); and

WHEREAS, on February 27, 2015, the Notice of Public Hearing for the project was posted in the Contra Costa Times, at Oakley City Hall located at 3231 Main Street, outside the gym at Delta Vista Middle School located at 4901 Frank Hengel Way, outside the library at Freedom High School located at 1050 Neroly Road, and at the project site. The notice was also mailed out to all owners of property within a 300-foot radius of the subject property's boundaries, to outside agencies, and to parties requesting such notice; and

WHEREAS, on March 10, 2015, the City Council opened the public hearing at which it received a report from City Staff, oral and written testimony from the public, and deliberated on the project. At the conclusion of its deliberations, the City Council took a vote and adopted this resolution to approve the project, as revised by the City Council during its deliberations; and

WHEREAS, if any term, provision, or portion of these Findings or the application of these Findings to a particular situation is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions of these Findings, or their application to other actions related to the Project, shall continue in full force and effect unless amended or modified by the City; and

WHEREAS, these Findings are based on the City's General Plan, the City's Zoning and Subdivision Ordinances, the applicable P-1 (Planned Development) District, and the information submitted to the City Council at its March 10, 2015 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 Project (hereafter the "Record").

NOW, THEREFORE, BE IT RESOLVED THAT, on the basis of the above Findings and the entire Record, the City Council makes the following additional findings in support of the recommended approval:

- A. Regarding the application requesting approval of a Vesting Tentative Map for "Subdivision 9391 at Cypress grove (TM 02-14)", the City Council finds that:
1. The proposed project represents a subdivision of land that is consistent with the applicable General Plan policies and guidelines in that it results in a gross density of approximately 3.9 dwelling units per gross acre, which is at the low end of the density range for the Single Family High land use designation; and
 2. Proposed lot sizes and the gross density will mesh well with the existing residential development within the Cypress Grove neighborhood; and
 3. The subdivision, street and frontage improvements ("A" Circle) will be constructed, which will provide pedestrian and vehicle access and utilities to all of the proposed homes; and
 4. Parcel "A" will provide a landscaped parcel between the proposed homes and Frank Hengel Way, and will act as a greenway between the school property and park; and
 5. The subdivision with a loop road integrated with the undeveloped subdivision to the north will allow for approximately 12 or 13 homes that will face the open park land on the school property. Having homes, rather

than fences and walls face parks, provides for better security and neighborhood watch opportunities associated with the park land.

- B. The Project complies with Measure J Growth Management requirements.

BE IT FURTHER RESOLVED THAT, on the basis of the above Findings and the Record, the City Council approves the applicant's request for approval of a Vesting Tentative Map for "Subdivision 9391 at Cypress Grove (TM 02-14)", subject to the following conditions:

Applicant shall comply with the requirements of Municipal Code. Any exceptions must be stipulated in these Conditions of Approval. Conditions of Approval are based on the site plan received by the Community Development Department on **March 10, 2015**.

THE FOLLOWING PLANNING AND BUILDING CONDITIONS OF APPROVAL SHALL BE SATISFIED PRIOR TO THE ISSUANCE OF A BUILDING PERMIT UNLESS OTHERWISE NOTED:

Planning Division Conditions

General:

1. This Vesting Tentative Map is approved, as shown on the revised plans, date stamped by the Planning Division on **March 2, 2015**, and as modified by the following conditions of approval, subject to final review and approval by the Community Development Director.
2. This approval shall be effectuated within a period of three (3) years from the effective date of this resolution by the recording of a final map and if not effectuated shall expire on **March 10, 2018**. Prior to said expiration date, the applicant may apply for an extension of time pursuant to the provisions of the Municipal Code.
3. All construction drawings submitted for plan check shall be in substantial compliance with the plans presented to and approved by the Planning Commission on **March 10, 2015**.
4. 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.
5. 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 and times may be modified on prior written approval by the Community Development Director.

6. 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.
7. 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).
8. The applicant shall post a copy of the City of Oakley General Plan 2020 Land Use Diagram, in a conspicuous place, within the model homes or sales office.

Development Standards:

9. The P-1 (Planned Development) District for this subdivision shall be subject to the R-6 (Single family Residential) District development standards.

Parks and Landscaping:

10. The applicant shall work with the Planning Division and Public Works and Engineering Department with the design, construction and completion of Parcel A concurrent with the development of the subdivision. As part of the plan check process for Parcel "A", the applicant shall develop a construction schedule approved by the City Engineer to provide for the timely completion of Parcel "A" concurrent with development.
11. A mix of evergreen and deciduous trees as well as shrubs and ground cover shall be planted along the street frontage as specified in the Residential Design Guidelines per the review and approval of the Community Development Director.
12. 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.
13. California native drought tolerant plants shall be used as much as possible. All trees shall be a mix of fifteen-gallon and 24" box; all shrubs shall be a minimum five-gallon size, except as otherwise noted.
14. All landscaped areas not covered by shrubs or groundcover shall be covered with bark or acceptable alternative as reviewed and approved by the Community

Development Director. On slopes greater than 3 to 1, the applicant shall use an alternative to bark per the review and approval of the Community Development Director.

15. Each residential lot shall have a minimum of two trees along the street frontage, with the exception of corner lots, which shall have four, unless otherwise approved by the Community Development Director and City Engineer.
16. The applicant shall maintain all private landscaping until occupancy.
17. A street tree plan shall be submitted for review prior to issuance of Building Permits. The street trees shall be inter-mixed throughout the subdivision, so there are a variety of trees on every street, per review of the Planning Division and Public Works and Engineering Department.

Fences and Walls:

18. Within the subdivision good neighbor fences shall be constructed of six-foot high wood fences with metal posts or acceptable alternative as reviewed and approved by the Community Development Director. Corner lots or any good neighbor fence facing a street shall provide a fence or wall constructed of a durable material such as, but not limited to, masonry, vinyl, enhanced wood, composite or other durable material as approved by the Community Development Director. All wood fencing visible from the street shall be stained or painted on both sides to prevent water damage to the satisfaction of the Community Development Director.
19. A wrought iron fence to match the fence located along Picasso Drive shall continue along the southern right of way of "A" Circle to the point it intersects with the existing fence near the school parking lot and Parcel "A". The fence shall allow pedestrian traffic access to the school property at the southeast corner of Picasso Drive and "A" Circle".

Subdivision Design:

20. Driveway openings shall be a maximum 18' in width or up to 25% of a lot's frontage (except on cul de sacs).
21. The street names shall be approved by the Community Development Department and the East Contra Costa Fire District.

Subdivision Disclosures:

22. The model home complex shall have a copy of the City of Oakley's General Plan land use map posted within the sales office or included with the informational material provided to prospective home buyers.

23. 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.

24. 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.

Waste Management Plan:

25. The applicant shall submit a Waste Management Plan that complies with the City of Oakley Construction and Demolition Debris Recycling Ordinance.

Building Division Conditions

26. Plans shall meet the currently adopted Uniform Codes as well as the newest T-24 Energy requirements from the State of California Energy Commission. To confirm the most recent adopted codes please contact the Building Division.
27. Prior to requesting a Certificate of Occupancy from the Building Division, all Conditions of Approval required for occupancy must be completed. When the Public Works Division and the Planning Division place Conditions of Approval on the project, those divisions will sign off on the project prior to the request for a

Building division final inspection. Similarly, if the Health Department and/or Fire Department reviewed and approved the original plans, those departments must sign off on the project prior to the request for a final inspection by the Building Division.

28. Prior to requesting a *Final Inspection* from the Building Division all Conditions of Approval required for occupancy must be completed.

Public Works and Engineering Conditions

THE FOLLOWING PUBLIC WORKS AND ENGINEERING CONDITIONS OF APPROVAL SHALL BE SATISFIED PRIOR TO THE APPROVAL OF A FINAL MAP UNLESS OTHERWISE NOTED:

General:

29. 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, 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.
30. Submit a final map prepared by a licensed land surveyor or qualified registered civil engineer to the City Engineer and pay appropriate fees in accordance with the Code and these conditions of approval.
31. Submit grading plans including erosion control measures and revegetation plans prepared by a registered civil engineer to the City Engineer for review and pay appropriate processing costs in accordance with the Code and these conditions of approval.
32. 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 pay appropriate processing costs in accordance with the Code and these conditions of approval.
33. 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.
34. Building permits for house construction shall not be issued until the subdivision streets serving the lots have been paved.

Roadway Improvements:

35. Construct the project streets to City public road standards and as shown on the Tentative Map 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.
 - B. 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.
36. Install traffic control devices such as stop signs and other signing and striping on the project streets to the satisfaction of the City Engineer.
37. Design all public and private pedestrian facilities in accordance with Title 24 (Handicap Access) and the Americans with Disabilities Act.
38. 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.

Road Dedications:

39. Convey to the City, by Offer of Dedication, the right of way for the project streets.
40. Relinquish abutter's rights of access along all non-primary frontages to the satisfaction of the City Engineer.
41. 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.

Street Lights:

42. 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 with LEDs per City standards.

Grading:

43. 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.
44. 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.
45. Submit a dust and litter control plan to the City Engineer prior to beginning any construction activities. Dust control measures shall be provided for all stockpiling per the review and approval of the City Engineer.
46. 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.
47. 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.
48. Submit a haul route plan to the City Engineer for review and approval prior to 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.
49. 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.

50. 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.
51. Grade all pad elevations or install levees to satisfy Chapter 914-10 of the City's Municipal Code, including the degree of protection provisions.
52. The burying of any construction debris is prohibited on construction sites.

Utilities/Undergrounding:

53. 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 as a part of the Improvement Plan submittals for the project. The composite drawings and/or utility improvement plans shall be signed by a licensed civil engineer.
54. 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.
55. Above ground utility boxes shall be camouflaged per the review and approval of the City Engineer.

Drainage Improvements:

56. Collect and convey all stormwater entering and/or originating on this property, 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.
57. Submit a final hydrology and hydraulic report including 10-year and 100-year frequency event calculations for the proposed drainage system and stormwater pond to the City Engineer for review and approval.
58. Design and construct all storm drainage facilities in compliance with the Municipal Code and City design standards.
59. Prevent storm drainage from draining across the sidewalk(s) and driveway(s) in a concentrated manner.
60. 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:

- 61. Install public right of way landscaping along the Picasso Drive frontage.
- 62. 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):

- 63. 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, the Regional Water Quality Control Board (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/Assessments:

- 64. Comply with the requirements of the development impact fees listed below, in addition to those noticed by the City Council in Resolution 85-00 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 or any future alternative regional fee adopted by the City (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);
- F. Fire Facilities Impact Fee, collected by the City (adopted by Ordinance No. 09-01);

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.

- 65. The applicant shall be responsible for paying the County Recorder's fee for the Notice of Determination as well as the State Department of Fish and Game's filing fee.
- 66. 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. 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 to process the annexation. All costs of annexation shall be paid by Applicant.
- 67. 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 to process the annexation. All costs of annexation shall be paid by Applicant.
- 68. 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 to process the annexation. All costs of annexation shall be paid by Applicant.

69. 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.
70. **Annex the property to the City of Oakley Community Facilities District No. 1 (Cypress Grove) for Flood and Storm Drainage for maintenance and operation of flood and storm drainage improvements either owned or otherwise controlled by the City of Oakley including but not limited to detention ponds, pump stations, levees, conveyance systems and other related improvements.**

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.

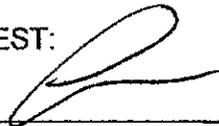
- A. The applicant/owner should be aware of the expiration dates and renewing requirements prior to requesting building or grading permits.
- B. The project will require a grading permit pursuant to the Ordinance Code.
- C. Applicant shall comply with the requirements of Ironhouse Sanitary District.
- 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 Wildlife. It is the applicant's responsibility to notify the Department of Fish and Wildlife, 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 Wildlife 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.

PASSED AND ADOPTED by the City Council of the City of Oakley at a meeting held on the 10th of March, 2015 by the following vote: 5-0

AYES: Hardcastle, Higgins, Perry, Pope, Romick
NOES:
ABSTENTIONS:
ABSENT:

APPROVED: 
Doug Hardcastle, Mayor

ATTEST: 

Libby Vreonis, City Clerk

3-11-15

Date

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 9391**

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 March 10, 2015 the City Council of the City of Oakley adopted Resolution No. 34-15 which conditionally approved the tentative map for Subdivision 9391, a 14-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 66, 67 and 68 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 69 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 70 requires the Subdivision’s annexation to the City of Oakley Community Facilities District No. 1 (Cypress Grove) (CFD No. 1) for Flood and Storm Drainage for maintenance and operation of flood and storm drainage improvements either owned or otherwise controlled by the City of Oakley including but not limited to detention ponds, pump stations, levees, conveyance systems and other related improvements.

E. City and Owner, by this Agreement, are implementing Conditions of Approval Number 66 through Number 70.

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 support and take any and all actions necessary for the Subdivision's annexation into CFD No. 1.

3. Submission of Assessment Ballots in Favor of Assessment, Special Tax Ballot in Favor of Special Tax, 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 related to CFD No. 1 on the Subdivision, 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 annexation to CFD No. 1 (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 and prior to Subdivision's annexation into CFD No. 1 and authorization of the levy of the District assessment, authorization of the levy of the Special Tax and authorization of the levy of CFD No. 1 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 annexation to CFD No. 1 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 9391 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 9391; and

WHEREAS, this agreement will require the developer to complete approximately \$346,000.00 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 9391 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 9391**

WHEREAS, Conditions of Approval 66, 67 & 68 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 69 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 70 requires the Subdivision's annexation into the City of Oakley Community Facilities District No. 1 (Cypress Grove) to fund the operation and maintenance of the storm drain system, including storm water quality monitoring and reporting, storm water pond and any pump station as well as any levees maintained by the City; and

WHEREAS, Prescott Parc, LLC (Prescott) is requesting that the Final Map for Subdivision 9391 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 9391, 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:

RESOLUTION NO. XX-15

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OAKLEY
APPROVING THE FINAL MAP OF SUBDIVISION 9391**

WHEREAS, Prescott Parc, LLC, a California limited liability company has satisfied the necessary conditions of approval for Subdivision 9391, as approved by the City Council on March 10, 2015 by Resolution Number 34-15; 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 9391", 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 EMBRACED 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 'A' CIRCLE, PICASSO DRIVE, AND FRANK HENSEL WAY.

THE AREAS DESIGNATED AS PARCEL A IS HEREBY DEDICATED TO THE CITY OF OAKLEY IN FEE OR ITS DESIGNEE FOR PUBLIC USE.

PARCEL B TO BE MERGED WITH PARCEL C OF SUBDIVISION NO. 9080 SUBSEQUENT TO THE FILING OF THIS 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.

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 _____ DATED _____ PREPARED BY OLD REPUBLIC TITLE COMPANY.

THE UNDERSIGNED FURTHER RELINQUISHES TO THE CITY OF OAKLEY ALL ADJUTER'S RIGHTS OF ACCESS ALONG THE PROPERTY LINES IN THOSE AREAS DEPICTED HEREON BY THE SYMBOL ///////.

DENOVA HOMES

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 _____ SS.
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/THEY EXECUTED THE SAME IN HIS/HER/THEIR AUTHORIZED CAPACITY(IES), AND THAT BY HIS/HER/THEIR SIGNATURE(S) ON THE INSTRUMENT THE PERSON(S), OR THE ENTITY UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT.

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. 9391

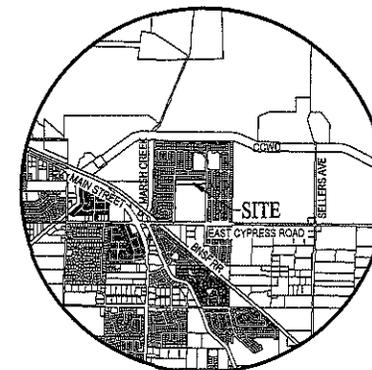
CONSISTING OF 5 SHEETS
BEING A SUBDIVISION OF THE PARCEL OF LAND DESCRIBED IN DEED
RECORDED _____ AS DOCUMENT NO. _____

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

Carlson, Barbee & Gibson, Inc.

CIVIL ENGINEERS * SURVEYORS * PLANNERS
SAN RAMON, CALIFORNIA

APRIL 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 APRIL 2015, IN CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCE AT THE REQUEST OF DENOVA HOMES, 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 PRIOR TO THE ACCEPTANCE OF THE IMPROVEMENTS AND THAT SAID MONUMENTS WILL BE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED. I FURTHER STATE THAT THIS SUBDIVISION ENTITLED "SUBDIVISION 9391", IS A SUBDIVISION CONTAINING 3.52 ACRES, MORE OR LESS. THE BEARINGS SHOWN HEREON ARE BASED ON THE CALIFORNIA COORDINATE SYSTEM, ZONE II.

DATE _____



MARK H. WEBER, P.L.S.
L.S. NO. 7960

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 _____ SS.
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/THEY EXECUTED THE SAME IN HIS/HER/THEIR AUTHORIZED CAPACITY(IES), AND THAT BY HIS/HER/THEIR SIGNATURE(S) ON THE INSTRUMENT THE PERSON(S), OR THE ENTITY UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT.

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: _____

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. 9391" AND AM SATISFIED THAT SAID MAP IS TECHNICALLY CORRECT.

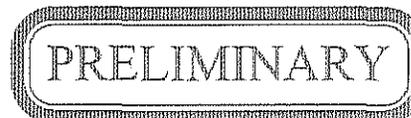
FRANCIS JOSEPH KENNEDY DATE _____
CITY SURVEYOR, CITY OF OAKLEY,
CONTRA COSTA COUNTY, STATE OF CALIFORNIA
R.C.E. NO. 21771



COUNTY RECORDER'S STATEMENT

THIS MAP, ENTITLED "SUBDIVISION NO. 9391", IS HEREBY ACCEPTED FOR RECORDATION, SHOWING A CLEAR TITLE AS PER LETTER OF TITLE WRITTEN BY OLD REPUBLIC TITLE COMPANY, DATED _____ AND AFTER EXAMINING THE SAME, I DEEM THAT SAID MAP COMPLIES IN ALL RESPECTS WITH THE PROVISIONS OF STATE LAWS AND LOCAL ORDINANCES GOVERNING THE FILING OF SUBDIVISION MAPS.

RECORDED AT THE REQUEST OF OLD REPUBLIC TITLE COMPANY AT _____ M., ON THE _____ 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. CANGIAMELLA
COUNTY RECORDER
COUNTY OF CONTRA COSTA
STATE OF CALIFORNIA

BY: _____
DEPUTY COUNTY RECORDER

SUBDIVISION NO. 9391

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

APRIL 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. 9391" DATED MARCH 10, 2015, 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. 9391"; THAT SAID SUBDIVISION AS SHOWN IS IN SUBSTANTIAL CONFORMANCE WITH THE TENTATIVE MAP APPROVED BY THE CITY OF OAKLEY CITY COUNCIL ON MARCH 10, 2015, 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 ENCLOSED FINAL MAP ENTITLED, "SUBDIVISION NO. 9391", 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

DENOVA HOMES HAS DEDICATED HEREON CERTAIN PUBLIC RIGHTS OF WAY FOR 'A' CIRCLE, PARCEL A, PARCEL C AND EASEMENTS FOR PUBLIC UTILITIES. THE CITY OF OAKLEY SHALL RECONVEY 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. 9391

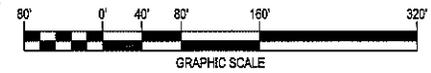
CONSISTING OF 5 SHEETS
BEING A SUBDIVISION OF THE PARCEL OF LAND DESCRIBED IN DEED
RECORDED _____ AS DOCUMENT NO. _____

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

Carlson, Barbee & Gibson, Inc.

CIVIL ENGINEERS • SURVEYORS • PLANNERS
SAN RAMON, CALIFORNIA

SCALE: 1" = 80' APRIL 2015



BASIS OF BEARINGS:

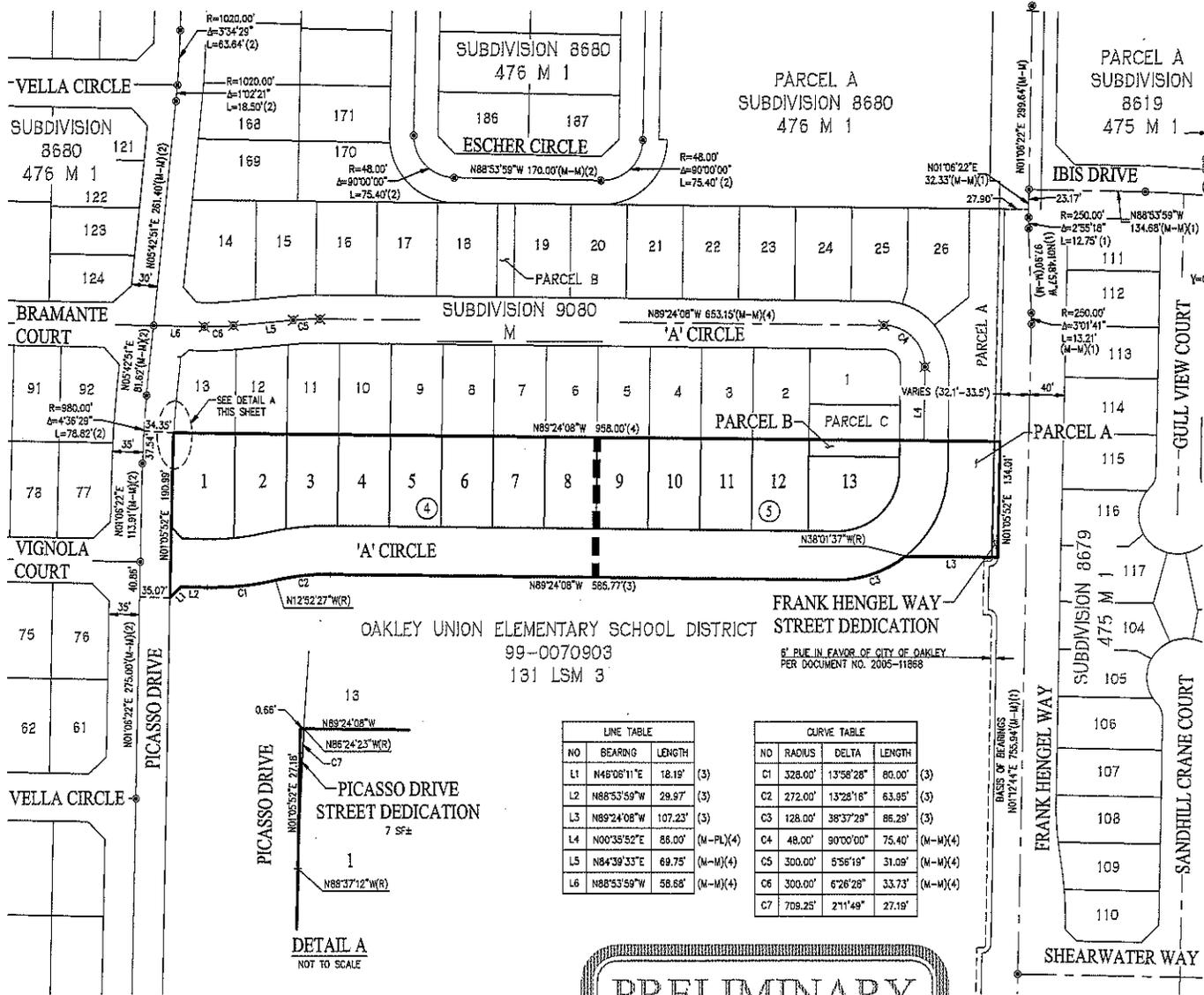
THE BASIS OF BEARINGS FOR THIS MAP IS DETERMINED BY FOUND MONUMENTS SHOWN ON FRANK HENGEL WAY. THE BEARING BEING N01°12'44"E PER SUBDIVISION 8679 (475 M 1), CALIFORNIA COORDINATE SYSTEM, ZONE 3 (NAD 27), MULTIPLY DISTANCES SHOWN BY 0.9999398 TO OBTAIN GRID DISTANCES.

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
- ⊗ STANDARD STREET MONUMENT, LS 7960 TO BE SET PER (4)
- ⊙ SET STANDARD STREET MONUMENT, LS 7960
- PUE PUBLIC UTILITY EASEMENT
- SHEET BOUNDARY
- ④ SHEET NUMBER

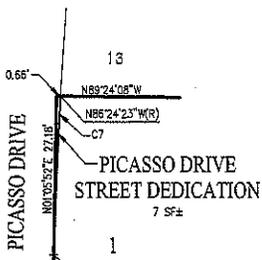
REFERENCES:

- (4) INDICATES REFERENCE NUMBER
- (1) SUBDIVISION MAP 8679 (475 M 1)
- (2) SUBDIVISION MAP 8680 (476 M 1)
- (3) DEED, DOC NO. _____
- (4) SUBDIVISION MAP 9080 (___ M __)



NO	BEARING	LENGTH
L1	N46°06'11"E	18.19' (3)
L2	N86°53'59"W	29.97' (3)
L3	N89°24'08"W	107.23' (3)
L4	N00°35'52"E	86.00' (M-PL)(4)
L5	N84°39'33"E	69.75' (M-M)(4)
L6	N88°53'59"W	58.68' (M-M)(4)

NO	RADIUS	DELTA	LENGTH
C1	328.00'	13°58'28"	80.00' (3)
C2	272.00'	13°28'16"	63.95' (3)
C3	128.00'	39°37'29"	86.29' (3)
C4	48.00'	90°00'00"	75.40' (M-M)(4)
C5	300.00'	5°56'19"	31.09' (M-M)(4)
C6	300.00'	6°28'28"	33.73' (M-M)(4)
C7	709.25'	2°11'49"	27.19' (M-M)(4)



PRELIMINARY

SUBDIVISION NO. 9391

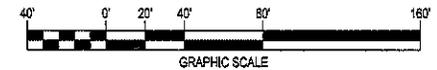
CONSISTING OF 5 SHEETS
BEING A SUBDIVISION OF THE PARCEL OF LAND DESCRIBED IN DEED
RECORDED _____ AS DOCUMENT NO. _____

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' APRIL 2015



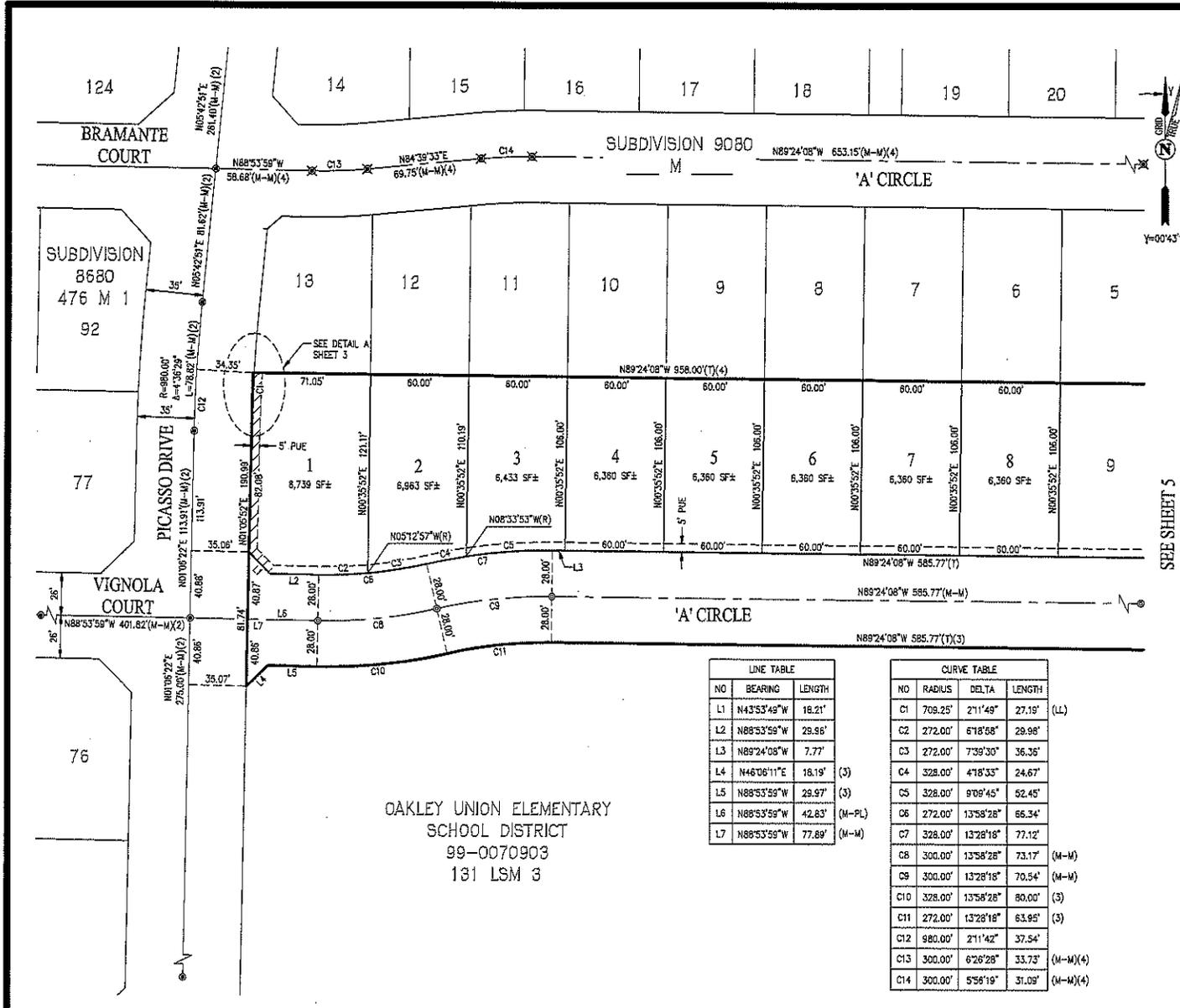
BASIS OF BEARINGS:

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 0.9999398 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
- ⊗ STANDARD STREET MONUMENT, LS 7960 TO BE SET PER (4)
- ⊙ SET STANDARD STREET MONUMENT, LS 7960
- PUE PUBLIC UTILITY EASEMENT

PRELIMINARY



LINE TABLE		
NO	BEARING	LENGTH
L1	N43°53'49"W	18.21'
L2	N89°53'59"W	29.96'
L3	N89°24'08"W	7.77'
L4	N46°06'11"E	18.19' (3)
L5	N88°53'59"W	29.97' (3)
L6	N88°53'59"W	42.83' (M-PL)
L7	N88°53'59"W	77.89' (M-M)

CURVE TABLE			
NO	RADIUS	DELTA	LENGTH
C1	709.25'	211°49'	27.19' (LL)
C2	272.00'	618°58'	29.98'
C3	272.00'	739°30'	36.36'
C4	328.00'	418°33'	24.67'
C5	328.00'	909°45'	52.45'
C6	272.00'	13°58'28"	66.34'
C7	328.00'	1328°18"	77.12'
C8	300.00'	13°58'28"	73.17' (M-M)
C9	300.00'	1328°18"	70.54' (M-M)
C10	328.00'	13°58'28"	80.00' (3)
C11	272.00'	1328°18"	63.95' (3)
C12	980.00'	211°42'	37.54'
C13	300.00'	628°28"	33.73' (M-M)(4)
C14	300.00'	5°58'19"	31.09' (M-M)(4)

OAKLEY UNION ELEMENTARY
SCHOOL DISTRICT
99-0070903
131 LSM 3

SUBDIVISION NO. 9391

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' APRIL 2015



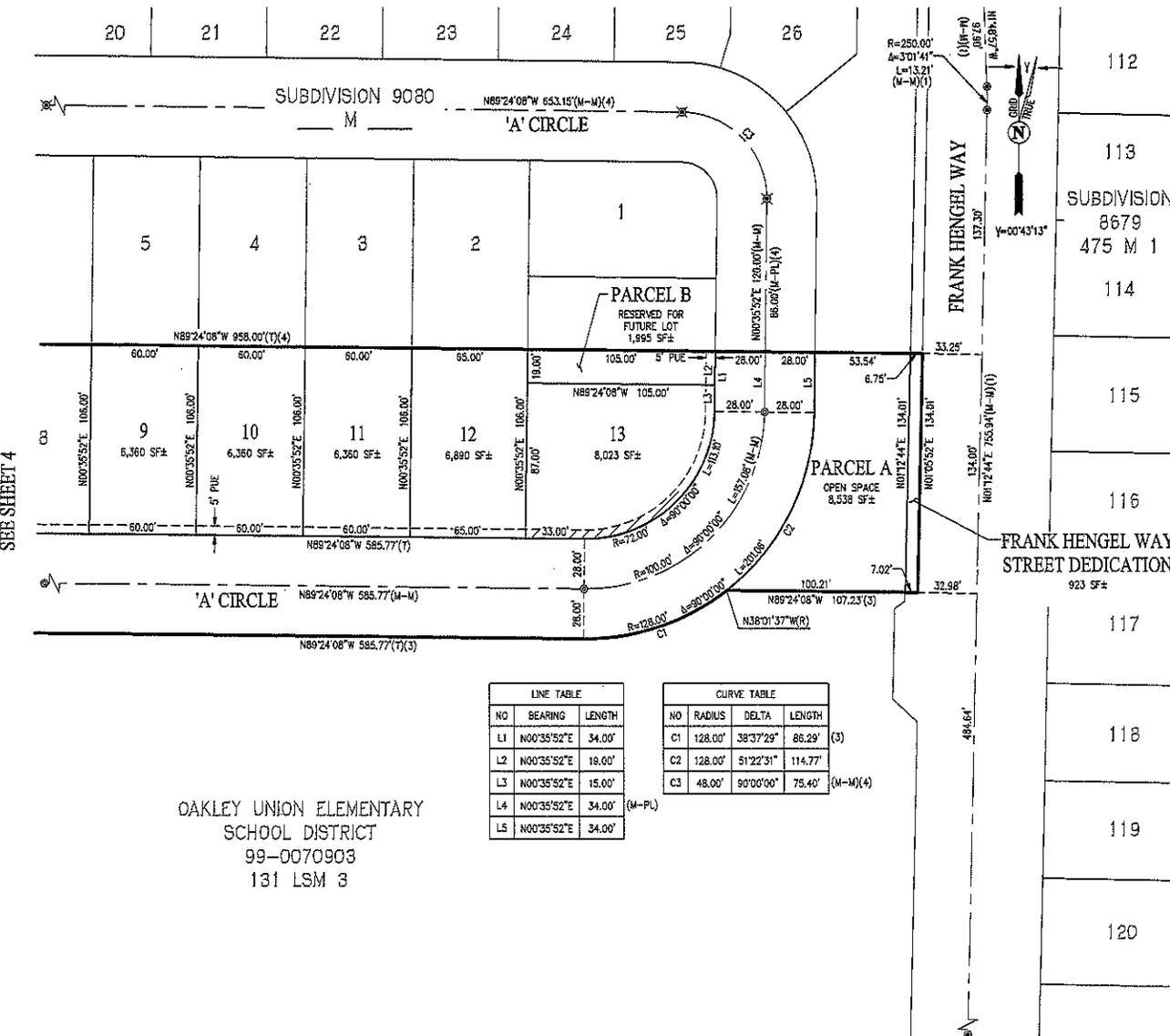
BASIS OF BEARINGS:

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 0.9899398 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
⊗	STANDARD STREET MONUMENT, LS 7960 TO BE SET PER (4)
⊙	SET STANDARD STREET MONUMENT, LS 7960
PUE	PUBLIC UTILITY EASEMENT

PRELIMINARY



LINE TABLE	
NO	BEARING LENGTH
L1	N00°35'52"E 34.00'
L2	N00°35'52"E 18.00'
L3	N00°35'52"E 15.00'
L4	N00°35'52"E 34.00'
L5	N00°35'52"E 34.00'

CURVE TABLE			
NO	RADIUS	DELTA	LENGTH
C1	128.00'	38°37'29"	86.29' (3)
C2	128.00'	51°22'31"	114.77'
C3	48.00'	90°00'00"	75.40' (M-M)(4)

OAKLEY UNION ELEMENTARY
SCHOOL DISTRICT
99-0070903
131 LSM 3

SEE SHEET 4