



## STAFF REPORT

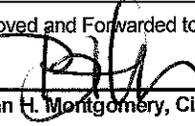
**Date:** Tuesday, September 13, 2016

**To:** Bryan Montgomery, City Manager

**From:** Kevin Rohani, Public Works Director/City Engineer

**Subject:** Amended Deferred Improvement Agreement, Minor Subdivision MS 14-977 (3351 Doyle Road)

Approved and Forwarded to City Council:

  
Bryan H. Montgomery, City Manager

### Background and Analysis

On March 8<sup>th</sup>, 2016, the City Council of the City of Oakley adopted Resolution No. 29-16 which approved the Deferred Improvement Agreement (DIA) for Minor Subdivision MS 14-977 at 3351 Doyle Road, which includes two proposed parcels. This was done in conjunction with the approval of the Subdivision Annexation and Assessment Authorization Deferral Agreement (CC Resolution 30-16) and approval of the parcel map (CC Resolution 31-16).

Stephen B. Cockman, Jr., OWNER, contacted City Staff in August 2016 to discuss the possibility of amending the approved DIA to permit him to sell Parcel A with the existing house, which will provide the funds needed to construct the Hill Avenue frontage improvements, and the portion of the Doyle Road frontage improvements adjacent to Parcel B.

Staff agreed to support amending the DIA under the following conditions to ensure the timely construction of the improvements along Hill Avenue:

1 - A check shall be issued to the City as a payment from the escrow of the sale of the house and Parcel A, in the amount of all costs associated with the design of the frontage improvements, along both Hill Avenue and Doyle Road, and the construction of the improvements along Hill Avenue plus 25% for contingencies.

2 - Before the close of escrow, OWNER shall enter into an agreement with a licensed civil engineer or firm, for the preparation of improvement plans for the Hill Avenue and Doyle Road frontage improvements. The plans will include the full frontage along both streets, and will show Doyle Road being built in two phases, with the split at the property line between Parcels A & B.

3 - Upon completion and approval by the City of the improvement plans, the City shall issue a check payable to OWNER based on an invoice from the licensed civil engineer or firm to cover the cost of the plan preparation.

4 - OWNER shall enter into a contract for the construction of the Hill Avenue frontage improvements, and may include the Parcel B portion of the Doyle Road improvements at the discretion of OWNER.

5 - If OWNER opts to defer construction of the Doyle Road improvements, no building permit will be issued for any construction on Parcel B prior to commencing construction of the Doyle Road frontage improvements. No certificate of occupancy or final inspection shall be granted until the Doyle Road frontage improvements have been completed.

6 - During the construction of the frontage improvements, the City shall issue checks to OWNER to cover the construction costs. The contractor shall submit monthly invoices to OWNER and the City will issue checks monthly to OWNER in an amount not to exceed the amount of the monthly invoices.

7 - Building permits may be issued for construction on Parcel A, but under Title 6 of the Oakley Municipal Code, frontage improvements will be required under certain circumstances.

8 - Upon completion of the improvements and acceptance by the City, OWNER will be responsible for repairs of any defects for a period of one year. OWNER will provide a warranty bond in the amount of 10% of the cost of the construction or the City will hold 10% back from any remaining funds on deposit before refunding the rest of the balance.

**Fiscal Impact**

There is no fiscal impact associated with this action.

**Staff Recommendation**

Staff recommends that the City Council adopt the attached resolution approving the Amended Deferred Improvement Agreement with Stephen B. Cockman, Jr. for MS 14-977 and authorizing the City Manager to sign it.

**Attachments**

- 1) Amended Deferred Improvement Agreement
- 2) Deferred Improvement Agreement approved by CC Resolution 29-16
- 3) Resolution approving the Amended Deferred Improvement Agreement
- 4) Legal Description
- 5) Parcel map

**Recording Requested by:**

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

**When Recorded Mail To:**

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

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A.P.N. 033-080-017      Space above this line for Recorder's Use

**AMENDED DEFERRED IMPROVEMENT AGREEMENT  
BETWEEN THE CITY OF OAKLEY AND  
STEPHEN B. COCKMAN, JR.**

This Deferred Improvement Agreement (the "AGREEMENT") is made and entered into this 13th day of September 2016, by and between the City of Oakley, a municipal corporation ("CITY") and Stephen B. Cockman ("OWNER").

**RECITALS**

A. OWNER is the owner of certain real PROPERTY located within the City of Oakley, County of Contra Costa, at 3351 Doyle Road, and more particularly described in Exhibit A (legal description), attached hereto and incorporated herein ("PROPERTY"). The Parcel Map showing the location of the PROPERTY is attached as Exhibit B (parcel map).

B. OWNER submitted an application for approval of a Tentative Parcel Map (MS 14-977), which consists of two parcels, Parcel A and Parcel B. OWNER received approval of the Tentative Parcel Map and certain entitlements as described by City of Oakley City Council Resolution 30-15 in Exhibit C attached hereto and incorporated herein.

C. Resolution 30-15 requires the OWNER to submit to the City for review and approval, grading plans, improvement plans and landscaping plans and to construct certain public improvements for the Parcels prior to the filing of a final parcel map. Resolution 30-15 also allows the OWNER to enter into a deferred improvement

agreement to be approved by the City Council prior to the filing of the final parcel map to secure these requirements.

D. On March 8<sup>th</sup>, 2016 the Council adopted Resolution No. 29-16 which approved the Deferred Improvement Agreement (DIA) for MS 14-977. The DIA was subsequently recorded and was incorporated into the chain of title on the property.

E. In August 2016, OWNER requested that the City modify the DIA to remove the restrictions set on Parcel A so that OWNER could sell the parcel along with the existing house on it and use the proceeds to fund the construction of the frontage improvements adjacent to Parcel B. Under the Oakley Municipal Code, the new owner of Parcel A would be required to construct the frontage improvements adjacent to Parcel A if he or she submitted an application for a building permit that included construction of an additional bedroom.

F. By entering into this Amending Deferred Improvement Agreement, OWNER remains obligated to construct the improvements adjacent to Parcel B in accordance with the period of time set forth herein.

## **AGREEMENT**

### **1. Recitals**

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

### **2. Improvements to be Constructed**

OWNER of the PROPERTY shall construct all improvements required by City Council Resolution 30-15 as a condition of approving the Parcel Map.

The improvements deferred by this Agreement include those described in Condition 22, more specifically described as: Construct the entire frontage of Hill Avenue and the frontage adjacent to Parcel B only along Doyle Road to City public road standards for a 36-foot wide roadway within a 56-foot right-of-way, including curb, five-foot monolithic sidewalk (width measured from the curb face), necessary longitudinal and transverse drainage, pavement widening to a minimum of 28 feet, and conforms to existing improvements. The face of curb shall be located 18 feet from the centerline and any conforms to existing improvements must take place outside of the limits of the project. The current amount of the estimated cost for the Hill Avenue frontage is \$86,456.00 and for the Doyle Road frontage adjacent to Parcel B is \$90,100.00.

### **3. Completion Time.**

Notwithstanding the typical requirement for a residential project that all required improvements be constructed prior to occupancy or use of the project, OWNER shall have improvement plans prepared prior to or concurrent with submitting a building permit application and shall commence construction of the improvements as soon as possible after plans are approved.

Construction of the Improvements shall be completed within 180 days after commencement of construction.

OWNER shall submit improvement plans as described in Conditions 16 and 22 for the Improvements, prepared by a registered civil engineer, to the City Engineer and pay all applicable fees.

Time is of the essence of this Agreement.

### **4. Additional Agreement Conditions**

OWNER agrees to the following additional conditions:

1 - A check shall be issued to the City as a payment from the escrow of the sale of the house and Parcel A, in the amount of all costs associated with the design of the frontage improvements along both Hill Avenue and Doyle Road and the construction of the improvements along Hill Avenue plus 25% for contingencies. This payment will fulfill the requirement for Faithful Performance security described below and no additional Faithful Performance security will be required.

2 - Before the close of escrow, OWNER shall enter into an agreement with a licensed civil engineer or firm for the preparation of improvement plans for the Hill Avenue and Doyle Road frontage improvements. The plans will include the full frontage along both streets and will show Doyle Road being built in two phases with the split at the property line between Parcels A & B.

3 - Upon completion and approval by the City of the improvement plans, the City shall issue a check payable to OWNER to cover the cost of the plan preparation.

4 - OWNER shall enter into a contract for the construction the Hill Avenue frontage improvements and may include the Parcel B portion of the Doyle Road improvements at the discretion of OWNER.

5 - If OWNER opts to defer construction of the Doyle Road improvements, no building permit will be issued for any construction on Parcel B prior to commencing construction of the Doyle Road

frontage improvements. No certificate of occupancy or final inspection shall be granted until the Doyle Road frontage improvements have been completed.

6 - During the construction of the frontage improvements, the City shall issue checks to OWNER to cover the construction costs. The contractor shall submit monthly invoices to OWNER and the City will issue checks monthly to OWNER in an amount not to exceed the amount of the monthly invoices.

7 - Building permits may be issued for construction on Parcel A but under Title 6 of the OMC, frontage improvements will be required under certain circumstances.

8 - Upon completion of the improvements and acceptance by the City, OWNER will be responsible for repairs of any defects for a period of one year. OWNER will provide a warranty bond in the amount of 10% of the cost of the construction or the City will hold 10% back from any remaining funds on deposit before refunding the rest of the balance.

## 5. Security

a. Concurrent with the submission of the improvement plans to the City Engineer pursuant to Section 3(c) above, OWNER 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 such Government Code forms:

- i. 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 Section 2(b) above and sufficient to assure CITY that the Improvements will be satisfactorily completed.
- ii. 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 one hundred percent (100%) of the estimate set forth in Section 2(b) above and sufficient to assure CITY that OWNER'S contractors, subcontractors, and other persons furnishing labor, materials, or equipment shall be paid therefor.

b. CITY shall be the sole indemnitee named on any instrument required by this Agreement. Any instrument or deposit required herein shall conform to the provisions of Chapter 5 of the Subdivision Map Act (Government Code sections 66499-66499.10), except as may be otherwise approved by the City Attorney.

## 6. Insurance Required

a. Prior to the commencement of work under this Agreement, OWNER shall obtain or cause to be obtained and filed with the CITY, all insurance required by CITY as set forth in its standard insurance requirements at the time such work is to commence, and such insurance must be approved by the City Engineer, or his or her designee, as to form, amount and carrier. Prior to the commencement of work under this Agreement, OWNER, at its own cost and expense, shall also procure "occurrence coverage" insurance against claims for injuries to persons or damages to PROPERTY that may arise from or in connection with the performance of the work hereunder by the OWNER and its agents, representatives, employees, and subcontractors. OWNER shall provide proof satisfactory to CITY of such insurance that meets the requirements of this Agreement and under forms and amounts of insurance satisfactory in all respects to the CITY. OWNER shall maintain in full force and effect the insurance coverage in the forms and amounts specified by the CITY throughout the term of the work to be completed, and until final completion and acceptance of the Improvements by the CITY. OWNER shall not allow any work to commence until OWNER has obtained all insurance required by this Agreement and has provided evidence thereof to CITY.

b. The CITY may approve a variation in the insurance requirements, upon a determination that the coverages, scope, limits, and forms of such insurance are either not commercially available, or that the CITY'S interests are otherwise fully protected.

- i. **Notice of Reduction in Coverage.** In the event that any coverage required by this Section 5 is reduced, limited, or materially affected in any other manner, OWNER shall provide written notice to CITY as OWNER'S early as practicable and in no case later than five (5) days after OWNER is notified of such change in coverage.
- ii. **Failure to Maintain Insurance.** Throughout the term of the work to be completed pursuant to this Agreement, and until final completion and acceptance of the work by CITY, OWNER shall maintain in full force and effect insurance coverage in the forms and amounts required by this Agreement.
- iii. **Workers' Compensation and Employers Liability Coverage.** OWNER shall use commercially reasonable efforts to cause the insurer to agree to waive all rights of subrogation against the CITY, its officers, officials, employees and volunteers for losses arising from work performed by the OWNER pursuant to this Agreement for the CITY.

- iv. **All Coverages.** Each insurance policy required by this Section 5 shall be endorsed to provide that coverage shall not be suspended, voided, cancelled by either party, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the CITY.
- v. **Acceptability of Insurers.** Insurance is to be placed with insurers with a Bests' rating of no less than A: VII.
- vi. **Verification of Coverage.** OWNER shall furnish CITY with certificates of insurance and with original endorsements effecting coverage required by this Section 5. The certificates and endorsements are to be received and approved by the CITY before work pursuant to this Agreement commences. The CITY reserves the right to require complete, certified copies of all required insurance policies, at any time.
- c. **Subcontractors.** OWNER and/or OWNER'S general contractor shall include all subcontractors as insureds under its policies or shall obtain separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements provided in this Section 5.

## 7. **Warranty Period**

a. Except as otherwise expressly provided in this Agreement, and excepting only items of routine maintenance, ordinary wear and tear and unusual abuse or neglect, for a period of one (1) year after the date CITY accepts the Improvements, OWNER agrees to maintain the Improvements and repair any defects or unsatisfactory work to the reasonable satisfaction of the City Engineer. CITY shall provide written notice to OWNER of any repair or correction work which in the reasonable opinion of the City Engineer, must be completed. OWNER shall repair or make such correction of such Improvements without expense or charge of any nature whatsoever to CITY.

b. In the event the OWNER shall fail to comply with the conditions of Section 6(a) above, within thirty (30) days (or such reasonably longer period if the repair or correction work cannot be reasonably completed within such thirty (30) day period), after being notified of the repair or correction in writing, CITY shall have the right, but shall not be obligated, to make, or cause to be made, the repair or correction, and OWNER shall

promptly pay to CITY the reasonable costs and expense of such repair or correction. Notwithstanding anything herein to the contrary, in the event that any repair or correction results in a condition which constitutes an immediate hazard to the public health, safety, or welfare, CITY shall have the right to immediately make, or cause to be made, such repair or correction, and OWNER shall promptly pay to CITY the reasonable costs and expense of such repair or correction. The foregoing statement relating to hazards to health and safety shall be deemed to include either temporary or permanent repairs that may be required, as determined in the sole discretion and reasonable judgment of CITY.

#### **8. Inspection of the Work**

OWNER shall provide reasonable access to CITY through its City Engineer and his or her designated representative for the inspection of the work throughout construction of the Improvements. Such CITY representative shall have the authority to reject all materials and workmanship which are not in accordance with the Approved Plans, and all such materials and or work shall be removed promptly by OWNER and replaced to the reasonable satisfaction of CITY without any expense to CITY in strict accordance with the Approved Plans.

#### **9. Agreement Assignment**

This Agreement shall not be assigned by OWNER without the written consent of CITY which consent shall not be unreasonably withheld, conditioned or delayed.

#### **10. No Agency Relationship; Defaults**

a. Neither OWNER nor any of OWNER'S, employees, agents or contractors are or shall be considered, construed or implied to be agents of CITY in connection with the performance of OWNER'S obligations under this Agreement.

b. If, subject to Force Majeure (as defined below), OWNER refuses or fails to complete, or cause the completion of, the Improvements pursuant to this Agreement within the time specified in Section 3 above, or any extension thereof, or if OWNER should be adjudged as bankrupt, or should make a general assignment for the benefit of OWNER'S creditors, or if a receiver should be appointed, or if OWNER, or subject to notice and cure periods, any of OWNER'S contractors, subcontractors, agents or employees should violate any of the provisions of this Agreement and fails to cure such violation within the applicable cure period, the CITY, through its City Engineer may serve written notice on OWNER and OWNER'S surety or holder of other security of

breach of this Agreement, or of any portion, thereof, and default of OWNER. "Force Majeure" shall mean for purposes of this Agreement delay in OWNER'S performance of its obligations under this Agreement which are beyond the reasonable control of OWNER, including but not limited to work stoppage, acts of nature, acts of war, civil disorders and/or similar acts.

#### **11. Use of Improvements**

At all times prior to the final acceptance of the Improvements by CITY, the use of any or all such Improvements shall be at the sole and risk of OWNER.

#### **12. Safety Devices**

OWNER shall provide and maintain such guards, watchmen, fences, barriers, regulatory signs, warning lights, and other safety devices adjacent to and on the construction site of the Improvements as may be reasonably necessary to prevent accidents to the public and damage to the PROPERTY. At completion of the 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 Approved Plans and included in the Improvements) shall be removed from site of the work by the OWNER, and the construction site of the Improvements left clean and orderly.

#### **13. Acceptance of Work**

Upon notice of the completion of all construction of the Improvements and the delivery of the set of final as-built plans required by Section 2(c) above to CITY by OWNER, CITY through its City Engineer or his or her designated representative, shall examine the work without delay, and, if found to be in accordance with the Approved Plans and this Agreement, shall recommend acceptance of the Improvements to the City Council. The City Council may accept the Improvements by the adoption of a resolution, and the City Engineer shall notify OWNER or its designated agents of such acceptance.

#### **14. Liability**

- a. Indemnity. OWNER hereby warrants that all work will be performed in a workmanlike manner. OWNER agrees to indemnify, defend, release, and hold harmless CITY, and each of its elective and appointive boards, commissions, officers, agents and employees (collectively, the "Indemnified Parties"), 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 out of OWNER'S or its employees, agents, or independent contractors performance or failure to comply with the obligations under this Agreement, except to the extent caused by the negligence or willful misconduct of the Indemnified Parties; provided as follows:

- i. That CITY does not, and shall not, waive any rights against OWNER which it may have by reason of the aforesaid hold harmless agreement, because of the acceptance by CITY, or the deposit with CITY by OWNER, of any of the insurance policies described in Section 5 hereof.
  - ii. That the aforesaid hold harmless agreement by OWNER 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 Section 14(a), regardless of whether or not CITY has prepared, supplied, or approved of plans and/or specifications for the subdivision, except to the extent caused by the negligence or willful misconduct of the Indemnified Parties, 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 the improvements becomes apparent during the course of construction and such design defect, in the reasonable opinion of the CITY, may substantially impair the public health and safety, OWNER shall, upon order by the CITY, correct, or cause the correction of such design defect at its cost and expense.
- c. Litigation Expenses. In the event that legal action is instituted by either party to this Agreement, and such 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 such action, the prevailing party shall be entitled to recover its attorneys' fees and court costs.

## 15. Recordation

This Agreement shall be recorded in the office of the County Recorder of Contra Costa County, California.

**16. Notices**

a. 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 OWNER shall be addressed as follows:

Stephen B. Cockman, Jr.  
3351 Doyle Road  
Oakley, CA 94561

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

**17. Miscellaneous Provisions**

a. This Agreement contains the entire agreement between OWNER and the CITY with respect to the Improvements. No modification to this Agreement shall be effective unless it is in writing, signed by the OWNER and the CITY.

b. The laws of the State of California shall govern this Agreement. The invalidity, in whole or in part, of any provision of this Agreement will not void or affect the validity of any other provision of this Agreement.

c. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which, together, shall constitute one and the same instrument.

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement as of the day and year first above written.

**CITY:**

**OWNER:**

**CITY OF OAKLEY, a municipal corporation**

By: \_\_\_\_\_  
Bryan H. Montgomery, City Manager

By: \_\_\_\_\_  
Stephen B. Cockman, Jr.

**ATTEST:**

\_\_\_\_\_  
Libby Vreonis, City Clerk

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Derek P. Cole, City Attorney

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 CALIFORNIA )  
 ) SS  
COUNTY OF \_\_\_\_\_ )

On \_\_\_\_\_, before me, \_\_\_\_\_, 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 and official seal.

\_\_\_\_\_  
Notary Public

(Seal)

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 CALIFORNIA )  
 ) ss  
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On \_\_\_\_\_, before me, \_\_\_\_\_, 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 and official seal.

\_\_\_\_\_  
Notary Public

(Seal)

## **EXHIBIT A**

### **LEGAL DESCRIPTION**

The land referred to is situated in the City of Oakley, County of Contra Costa, State of California, and is described as follows:

Parcel C as shown on the Record of Survey MS No. 72-66, Filed May 31, 1966, in Book 42 of Licensed Surveyors Maps, Page 43, Contra Costa County Records.

**EXHIBIT B**

**Parcel Map**

[attached behind this page]

**EXHIBIT C**

**City Council Resolution No. 30-15**

**[attached behind this page]**

**Recording Requested by:**

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

**When Recorded Mail To:**

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

A.P.N. 033-080-017      Space above this line for Recorder's Use



**DEFERRED IMPROVEMENT AGREEMENT BETWEEN  
 THE CITY OF OAKLEY AND  
 STEPHEN B. COCKMAN, JR.**

This Deferred Improvement Agreement (the "AGREEMENT") is made and entered into this 8<sup>th</sup> day of March 2016, by and between the City of Oakley, a municipal corporation ("CITY") and Stephen B. Cockman ("OWNER").

**RECITALS**

A. OWNER is the owner of certain real PROPERTY located within the City of Oakley, County of Contra Costa, at 3351 Doyle Road, and more particularly described in Exhibit A (legal description), attached hereto and incorporated herein ("PROPERTY"). The Parcel Map showing the location of the PROPERTY is attached as Exhibit B (parcel map).

B. OWNER submitted an application for approval of a Tentative Parcel Map (MS 14-977), which consists of two parcels, Parcel A and Parcel B. OWNER received approval of the Tentative Parcel Map and certain entitlements as described by City of Oakley City Council Resolution 30-15 in Exhibit C attached hereto and incorporated herein.

C. Resolution 30-15 requires the OWNER to submit to the City for review and approval, grading plans, improvement plans and landscaping plans and to construct certain public improvements for the Parcels prior to the filing of a final parcel map. Resolution 30-15 also allows the OWNER to enter into a deferred improvement

agreement to be approved by the City Council prior to the filing of the final parcel map to secure these requirements.

D. OWNER has requested that the CITY approve Parcel Map MS 14-977 which will create two parcels, Parcel A and Parcel B, as shown on the approved Tentative Map.

E. CITY has agreed to defer OWNER's obligation to make certain improvements listed below. By entering into this Agreement, OWNER remains obligated to make such improvements, but in accordance with the period of time set forth herein.

## AGREEMENT

### 1. Recitals

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

### 2. Improvements to be Constructed

OWNER of the PROPERTY shall construct all improvements required by City Council Resolution 30-15 as a condition of approving the Parcel Map.

The improvements deferred by this Agreement include those described in Condition 22, more specifically described as: Construct the frontage of Doyle Road and Hill Avenue to City public road standards for a 36-foot wide roadway within a 56-foot right-of-way, including curb, five-foot monolithic sidewalk (width measured from the curb face), necessary longitudinal and transverse drainage, pavement widening to a minimum of 28 feet, and conforms to existing improvements. The face of curb shall be located 18 feet from the centerline and any conforms to existing improvements must take place outside of the limits of the project. The current amount of the estimated cost is \$262,110.00.

### 3. Completion Time.

Notwithstanding the typical requirement for a residential project that all required improvements be constructed prior to occupancy or use of the project, OWNER shall have improvement plans prepared prior to or concurrent with submitting a building permit application and shall commence construction of the improvements as soon as possible after plans are approved.

Construction of the Improvements shall be completed within 180 days after commencement of construction.

OWNER shall submit improvement plans as described in Conditions 16 and 22 for the Improvements, prepared by a registered civil engineer, to the City Engineer and pay all applicable fees.

Time is of the essence of this Agreement.

#### 4. Security

a. Concurrent with the submission of the improvement plans to the City Engineer pursuant to Section 3(c) above, OWNER 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 such Government Code forms:

- i. 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 Section 2(b) above and sufficient to assure CITY that the Improvements will be satisfactorily completed.
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b. CITY shall be the sole indemnitee named on any instrument required by this Agreement. Any instrument or deposit required herein shall conform to the provisions of Chapter 5 of the Subdivision Map Act (Government Code sections 66499-66499.10), except as may be otherwise approved by the City Attorney.

#### 5. Insurance Required

a. Prior to the commencement of work under this Agreement, OWNER shall obtain or cause to be obtained and filed with the CITY, all insurance required by CITY as set forth in its standard insurance requirements at the time such work is to commence, and such insurance must be approved by the City Engineer, or his or her designee, as to form, amount and carrier. Prior to the commencement of work under this Agreement, OWNER, at its own cost and expense, shall also procure "occurrence coverage" insurance against claims for injuries to persons or damages to PROPERTY that may arise from or in connection with the performance of the work hereunder by the OWNER and its agents, representatives, employees, and subcontractors. OWNER shall provide proof satisfactory to CITY of such insurance that meets the requirements of this Agreement and under forms and amounts of insurance satisfactory in all respects to the CITY. OWNER shall maintain in full force and effect the insurance coverage in the forms and amounts specified by the CITY throughout the term of the work to be completed, and until final completion and acceptance of the Improvements by the CITY. OWNER shall not allow any work to commence until OWNER has obtained all insurance required by this Agreement and has provided evidence thereof to CITY.

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- i. **Notice of Reduction in Coverage.** In the event that any coverage required by this Section 5 is reduced, limited, or materially affected in any other manner, OWNER shall provide written notice to CITY as OWNER'S early as practicable and in no case later than five (5) days after OWNER is notified of such change in coverage.
- ii. **Failure to Maintain Insurance.** Throughout the term of the work to be completed pursuant to this Agreement, and until final completion and acceptance of the work by CITY, OWNER shall maintain in full force and effect insurance coverage in the forms and amounts required by this Agreement.
- iii. **Workers' Compensation and Employers Liability Coverage.** OWNER shall use commercially reasonable efforts to cause the insurer to agree to waive all rights of subrogation against the CITY, its officers, officials, employees and volunteers for losses arising from work performed by the OWNER pursuant to this Agreement for the CITY.

- iv. **All Coverages.** Each insurance policy required by this Section 5 shall be endorsed to provide that coverage shall not be suspended, voided, cancelled by either party, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the CITY.
- v. **Acceptability of Insurers.** Insurance is to be placed with insurers with a Bests' rating of no less than A:VII.
- vi. **Verification of Coverage.** OWNER shall furnish CITY with certificates of insurance and with original endorsements effecting coverage required by this Section 5. The certificates and endorsements are to be received and approved by the CITY before work pursuant to this Agreement commences. The CITY reserves the right to require complete, certified copies of all required insurance policies, at any time.
- c. **Subcontractors.** OWNER and/or OWNER'S general contractor shall include all subcontractors as insureds under its policies or shall obtain separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements provided in this Section 5.

## 6. **Warranty Period**

a. Except as otherwise expressly provided in this Agreement, and excepting only items of routine maintenance, ordinary wear and tear and unusual abuse or neglect, for a period of one (1) year after the date CITY accepts the Improvements, OWNER agrees to maintain the Improvements and repair any defects or unsatisfactory work to the reasonable satisfaction of the City Engineer. CITY shall provide written notice to OWNER of any repair or correction work which in the reasonable opinion of the City Engineer, must be completed. OWNER shall repair or make such correction of such Improvements without expense or charge of any nature whatsoever to CITY.

b. In the event the OWNER shall fail to comply with the conditions of Section 6(a) above, within thirty (30) days (or such reasonably longer period if the repair or correction work cannot be reasonably completed within such thirty (30) day period), after being notified of the repair or correction in writing, CITY shall have the right, but shall not be obligated, to make, or cause to be made, the repair or correction, and OWNER shall promptly pay to CITY the reasonable costs and expense of such repair or

correction. Notwithstanding anything herein to the contrary, in the event that any repair or correction results in a condition which constitutes an immediate hazard to the public health, safety, or welfare, CITY shall have the right to immediately make, or cause to be made, such repair or correction, and OWNER shall promptly pay to CITY the reasonable costs and expense of such repair or correction. The foregoing statement relating to hazards to health and safety shall be deemed to include either temporary or permanent repairs that may be required, as determined in the sole discretion and reasonable judgment of CITY.

#### **7. Inspection of the Work**

OWNER shall provide reasonable access to CITY through its City Engineer and his or her designated representative for the inspection of the work throughout construction of the Improvements. Such CITY representative shall have the authority to reject all materials and workmanship which are not in accordance with the Approved Plans, and all such materials and or work shall be removed promptly by OWNER and replaced to the reasonable satisfaction of CITY without any expense to CITY in strict accordance with the Approved Plans.

#### **8. Agreement Assignment**

This Agreement shall not be assigned by OWNER without the written consent of CITY which consent shall not be unreasonably withheld, conditioned or delayed.

#### **9. No Agency Relationship; Defaults**

a. Neither OWNER nor any of OWNER'S, employees, agents or contractors are or shall be considered, construed or implied to be agents of CITY in connection with the performance of OWNER'S obligations under this Agreement.

b. If, subject to Force Majeure (as defined below), OWNER refuses or fails to complete, or cause the completion of, the Improvements pursuant to this Agreement within the time specified in Section 3 above, or any extension thereof, or if OWNER should be adjudged as bankrupt, or should make a general assignment for the benefit of OWNER'S creditors, or if a receiver should be appointed, or if OWNER, or subject to notice and cure periods, any of OWNER'S contractors, subcontractors, agents or employees should violate any of the provisions of this Agreement and fails to cure such violation within the applicable cure period, the CITY, through its City Engineer may serve written notice on OWNER and OWNER'S surety or holder of other security of breach of this Agreement, or of any portion, thereof, and default of OWNER. "Force

Majeure" shall mean for purposes of this Agreement delay in OWNER'S performance of its obligations under this Agreement which are beyond the reasonable control of OWNER, including but not limited to work stoppage, acts of nature, acts of war, civil disorders and/or similar acts.

#### **10. Use of Improvements**

At all times prior to the final acceptance of the Improvements by CITY, the use of any or all such Improvements shall be at the sole and risk of OWNER.

#### **11. Safety Devices**

OWNER shall provide and maintain such guards, watchmen, fences, barriers, regulatory signs, warning lights, and other safety devices adjacent to and on the construction site of the Improvements as may be reasonably necessary to prevent accidents to the public and damage to the PROPERTY. At completion of the 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 Approved Plans and included in the Improvements) shall be removed from site of the work by the OWNER, and the construction site of the Improvements left clean and orderly.

#### **12. Acceptance of Work**

Upon notice of the completion of all construction of the Improvements and the delivery of the set of final as-built plans required by Section 2(c) above to CITY by OWNER, CITY through its City Engineer or his or her designated representative, shall examine the work without delay, and, if found to be in accordance with the Approved Plans and this Agreement, shall recommend acceptance of the Improvements to the City Council. The City Council may accept the Improvements by the adoption of a resolution, and the City Engineer shall notify OWNER or its designated agents of such acceptance.

#### **13. Liability**

- a. Indemnity. OWNER hereby warrants that all work will be performed in a workmanlike manner. OWNER agrees to indemnify, defend, release, and hold harmless CITY, and each of its elective and appointive boards, commissions, officers, agents and employees (collectively, the "Indemnified Parties"), 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 out of OWNER'S or its employees, agents, or independent contractors performance or failure to comply with the obligations under this Agreement, except to the extent caused by the negligence or willful misconduct of the Indemnified Parties; provided as follows:

- i. That CITY does not, and shall not, waive any rights against OWNER which it may have by reason of the aforesaid hold harmless agreement, because of the acceptance by CITY, or the deposit with CITY by OWNER, of any of the insurance policies described in Section 5 hereof.
  - ii. That the aforesaid hold harmless agreement by OWNER 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 Section 14(a), regardless of whether or not CITY has prepared, supplied, or approved of plans and/or specifications for the subdivision, except to the extent caused by the negligence or willful misconduct of the Indemnified Parties, 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 the improvements becomes apparent during the course of construction and such design defect, in the reasonable opinion of the CITY, may substantially impair the public health and safety, OWNER shall, upon order by the CITY, correct, or cause the correction of such design defect at its cost and expense.
- c. Litigation Expenses. In the event that legal action is instituted by either party to this Agreement, and such 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 such action, the prevailing party shall be entitled to recover its attorneys' fees and court costs.

#### 14. Recordation

This Agreement shall be recorded in the office of the County Recorder of Contra Costa County, California.

**15. Notices**

a. 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 OWNER shall be addressed as follows:

Stephen B. Cockman, Jr.  
3351 Doyle Lane  
Oakley, CA 94561

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

**16. Miscellaneous Provisions**

a. This Agreement contains the entire agreement between OWNER and the CITY with respect to the Improvements. No modification to this Agreement shall be effective unless it is in writing, signed by the OWNER and the CITY.

b. The laws of the State of California shall govern this Agreement. The invalidity, in whole or in part, of any provision of this Agreement will not void or affect the validity of any other provision of this Agreement.

c. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which, together, shall constitute one and the same instrument.

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

**CIVIL CODE § 1189**

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 California )

County of Contra Costa )

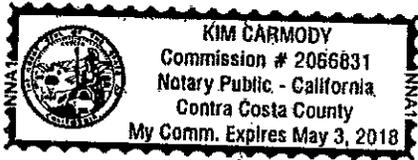
On 3/17/2016 before me, Kim Carmody, Notary Public  
Date Here Insert Name and Title of the Officer

personally appeared Bryan H. Montgomery  
Name(s) of Signer(s)

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 and official seal.



Signature Kim Carmody  
Signature of Notary Public

Place Notary Seal Above

**OPTIONAL**

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

**Description of Attached Document**

Title or Type of Document: SAADA Document Date: \_\_\_\_\_

Number of Pages: \_\_\_\_\_ Signer(s) Other Than Named Above: \_\_\_\_\_

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: \_\_\_\_\_

Corporate Officer — Title(s): \_\_\_\_\_

Partner —  Limited  General

Individual  Attorney in Fact

Trustee  Guardian or Conservator

Other: \_\_\_\_\_

Signer Is Representing: \_\_\_\_\_

Signer's Name: \_\_\_\_\_

Corporate Officer — Title(s): \_\_\_\_\_

Partner —  Limited  General

Individual  Attorney in Fact

Trustee  Guardian or Conservator

Other: \_\_\_\_\_

Signer Is Representing: \_\_\_\_\_

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

**CIVIL CODE § 1189**

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 California

County of Contra Costa

On 2/18/2016 before me, Kim Carmody, Notary Public  
Date Here Insert Name and Title of the Officer

personally appeared Stephen B. Cockman Jr.  
Name(s) of Signer(s)

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 and official seal.

Signature Kim Carmody  
Signature of Notary Public

Place Notary Seal Above

**OPTIONAL**

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

**Description of Attached Document**

Title or Type of Document: Deferred Imp Agrmt Document Date: \_\_\_\_\_

Number of Pages: \_\_\_\_\_ Signer(s) Other Than Named Above: \_\_\_\_\_

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: \_\_\_\_\_  
 Corporate Officer — Title(s): \_\_\_\_\_  
 Partner —  Limited  General  
 Individual  Attorney in Fact  
 Trustee  Guardian or Conservator  
 Other: \_\_\_\_\_  
Signer Is Representing: \_\_\_\_\_

Signer's Name: \_\_\_\_\_  
 Corporate Officer — Title(s): \_\_\_\_\_  
 Partner —  Limited  General  
 Individual  Attorney in Fact  
 Trustee  Guardian or Conservator  
 Other: \_\_\_\_\_  
Signer Is Representing: \_\_\_\_\_

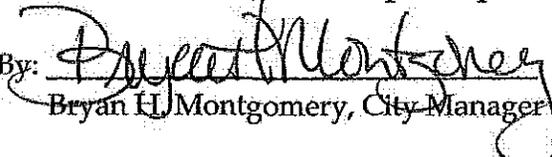
IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

CITY:

OWNER:

CITY OF OAKLEY, a municipal corporation

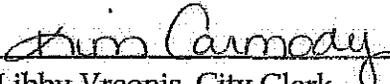
By:

  
Bryan H. Montgomery, City Manager

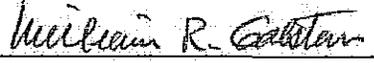
By:

  
Stephen B. Cockman, Jr.

ATTEST:

  
Libby Vreonis, City Clerk

APPROVED AS TO FORM:

  
Derek P. Cole, City Attorney

**EXHIBIT A**

**LEGAL DESCRIPTION**

The land referred to is situated in the City of Oakley, County of Contra Costa, State of California, and is described as follows:

Parcel C as shown on the Record of Survey MS No. 72-66, Filed May 31, 1966, in Book 42 of Licensed Surveyors Maps, Page 43, Contra Costa County Records.

**EXHIBIT B**

**Parcel Map**

**[attached behind this page]**



# PARCEL MAP MS 14-977

BEING A SUBDIVISION OF PARCEL C, AS SHOWN ON THE RECORD OF SURVEY MS NO. 72-86, FILED ON MAY 31, 1966 IN BOOK 42 OF LICENSED SURVEYORS MAPS AT PAGE 43, CONTRA COSTA COUNTY RECORDS.

CITY OF OAKLEY, CONTRA COSTA COUNTY, CALIFORNIA



## CITY COUNCIL STATEMENT

I, KEVIN ROHANI, PUBLIC WORKS DIRECTOR OF THE CITY OF OAKLEY, HEREBY STATE THAT THE CITY COUNCIL HAS APPROVED THE TENTATIVE MAP FOR PARCEL MAP MS 14-977, WHICH INCLUDES THE SUBDIVISION WHICH THIS PARCEL MAP IS BASED.

\_\_\_\_\_  
KEVIN ROHANI  
PUBLIC WORKS DIRECTOR  
CITY OF OAKLEY, CONTRA COSTA COUNTY  
STATE OF CALIFORNIA

DATE: \_\_\_\_\_

## CITY CLERK'S STATEMENT

STATE OF CALIFORNIA )  
COUNTY OF ALAMEDA ) SS

I, LIBBY VREONIS, CITY CLERK AND CLERK OF THE CITY COUNCIL OF THE CITY OF OAKLEY, CONTRA COSTA COUNTY, CALIFORNIA, DO HEREBY STATE THAT THIS MAP ENTITLED "PARCEL MAP MS 14-977, CITY OF OAKLEY, CONTRA COSTA COUNTY, CALIFORNIA", WAS PRESENTED TO THE COUNCIL OF THE CITY OF OAKLEY AS PROVIDED BY LAW, AT A REGULAR MEETING THEREOF HELD ON \_\_\_\_\_, 2016, AND THAT SAID CITY COUNCIL DID THEREUPON BY RESOLUTION NO. \_\_\_\_\_, PASS AND ADOPTED AT SAID MEETING, APPROVED SAID MAP AND DID ACCEPT SUBJECT TO IMPROVEMENT OF ANY STREETS, EASEMENTS OR IMPROVEMENTS SHOWN THEREON AS OFFERED FOR DEDICATION FOR PUBLIC USE.

IN WITNESS, WHEREOF, I HAVE HEREUNTO SET MY HAND THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2016.

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

## CLERK OF THE BOARD OF SUPERVISORS STATEMENT

STATE OF CALIFORNIA )  
COUNTY OF ALAMEDA ) SS

I HEREBY STATE, AS CHECKED BELOW:

[ ] AN APPROVED BOND HAS BEEN FILED WITH THE BOARD OF SUPERVISORS OF SAID COUNTY AND STATE IN THE AMOUNT OF \$ \_\_\_\_\_, CONDITIONED FOR THE PAYMENT OF ALL TAXES AND SPECIAL ASSESSMENTS COLLECTED AS TAXES WHICH ARE NOW A LIEN AGAINST SAID LAND OR ANY PART THEREOF BUT NOT YET PAYABLE, AND WAS DULY APPROVED BY SAID LOCAL BOARD IN SAID AMOUNT.

[ ] ALL TAXES AND SPECIAL ASSESSMENTS COLLECTED AS TAXES HAVE BEEN PAID, AS CERTIFIED BY THE TREASURER-TAX COLLECTOR OF THE COUNTY OF ALAMEDA.

IN WITNESS, WHEREOF, I HAVE HEREUNTO SET MY HAND THIS

DAY OF \_\_\_\_\_, 2016.

\_\_\_\_\_  
DAVID TWA  
CLERK OF THE BOARD OF SUPERVISORS AND  
COUNTY ADMINISTRATOR OF CONTRA COSTA  
STATE OF CALIFORNIA

BY: \_\_\_\_\_  
DEPUTY COUNTY CLERK

## COUNTY RECORDERS STATEMENT

FILED FOR RECORD THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2016, AT \_\_\_\_\_ M. IN  
BOOK \_\_\_\_\_ OF MAPS AT PAGES \_\_\_\_\_ THROUGH \_\_\_\_\_,  
INCLUSIVE, RECORDER'S SERIES NO. 2016 \_\_\_\_\_, AT THE REQUEST OF STEPHEN B.  
COCKMAN JR.

FEES: \_\_\_\_\_ PAID

\_\_\_\_\_  
JOSEPH E. CAMCIANELLA  
COUNTY RECORDER  
CONTRA COSTA COUNTY  
STATE OF CALIFORNIA

BY: \_\_\_\_\_  
DEPUTY COUNTY RECORDER

# PARCEL MAP

MS 14-977

BEING A SUBDIVISION OF PARCEL C, AS SHOWN ON THE RECORD OF SURVEYS NO. 72-66, FILED ON MAY 31, 1966 IN BOOK 42 OF LICENSED SURVEYORS MAPS AT PAGE 43, CONTRA COSTA COUNTY RECORDS.

CITY OF OAKLEY, CONTRA COSTA COUNTY, CALIFORNIA



**WOOD ROGERS**  
 DESIGNING • INVESTING • SURVEYING • SOLUTIONS

4301 Hackmead Drive, Suite 100  
 Pleasanton, CA 94568 Tel: 925.447.1839

MAY 2015

- NOTES**
1. ALL DISTANCES SHOWN HEREON ARE EXPRESSED IN FEET AND DECIMALS THEREOF.
  2. DUE TO ROUNDING THE SUM OF THE INDIVIDUAL DIMENSIONS MAY NOT EQUAL THE OVERALL DIMENSION.

**REFERENCES:**

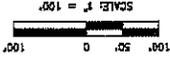
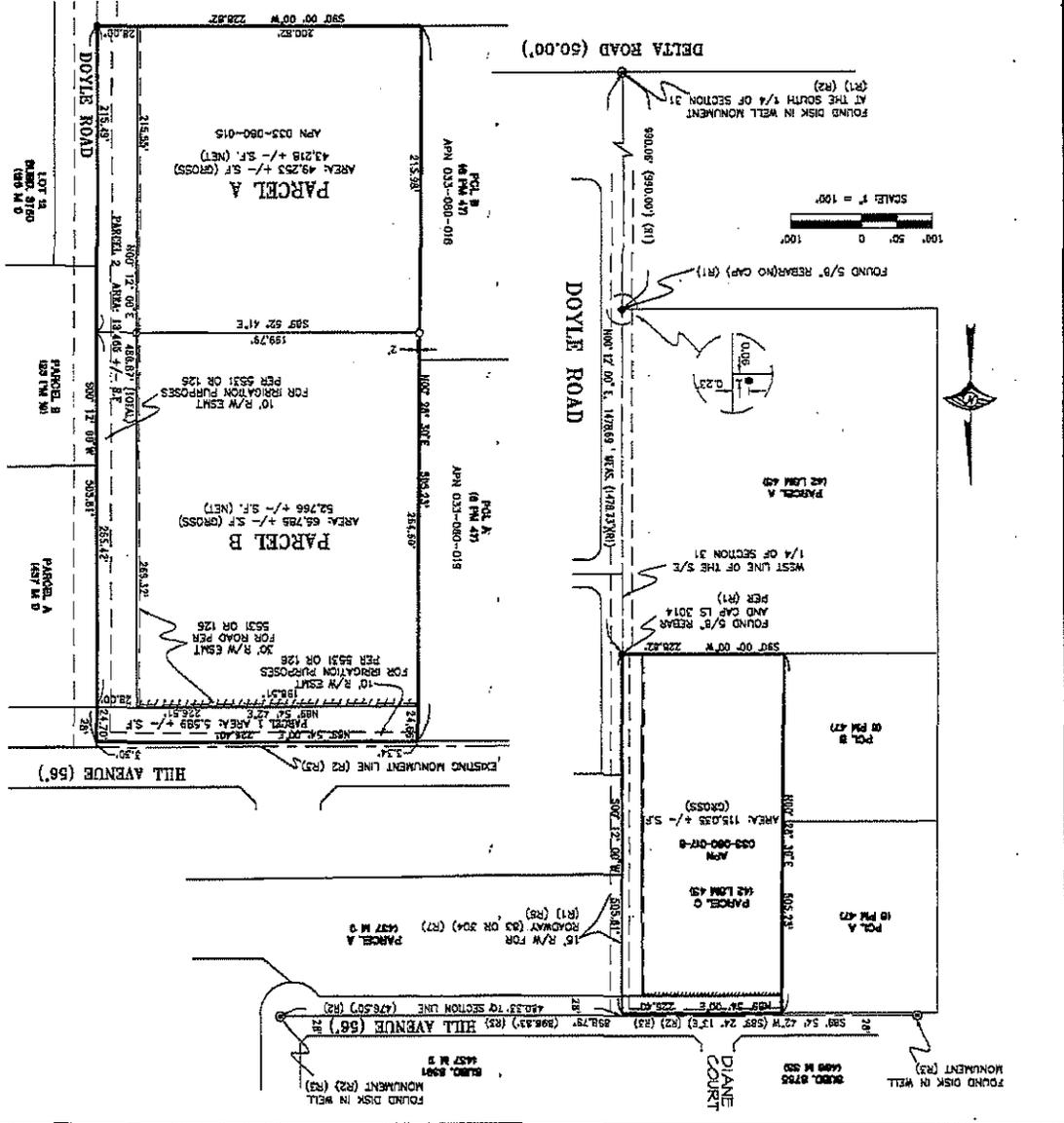
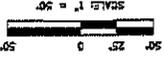
- (R1) ROS (42 L5M 43)
- (R2) TRACT 8391 (437 M 1)
- (R3) TRACT 8765 (456 M 23)
- (R4) PARCEL MAP (5 PM 47)
- (R5) DEED (2011-0172221)
- (R6) SUBD. 3750 (129 M 1)
- (R7) DEED (35 OR 304)

**BASIS OF BEARINGS**

THE BEARING N 0° 12' 00" E BETWEEN THE FOUND MONUMENT AT THE SOUTH 1/4 CORNER OF SECTION 31 AT DELTA ROAD AND DOYLE LANE AND THE FOUND E/W REBAR AND CAP AT THE SOUTHEAST CORNER OF PARCEL C AS SHOWN ON THAT CERTAIN RECORD OF SURVEY MAP NO. 72-66, FILED IN BOOK 42 OF LICENSED SURVEYORS MAPS AT PAGE 43, CONTRA COSTA COUNTY RECORDS WAS TAKEN AS THE BASIS OF BEARINGS FOR THIS MAP.

**LEGEND**

○	SET 1/2" REBAR AND CAP LS 8427
●	FOUND STREET MONUMENT AS NOTED
○	FOUND MONUMENT AS NOTED
—	SUBDIVISION BOUNDARY
—	PROPOSED PROPERTY LINE
—	ADJACENT PROPERTY LINE
—	EXISTING EASEMENT LINE
—	DIMENSION LINE
—	RELINQUISHMENT OF ADJUTERS RIGHTS
—	SEARCHED NOT FOUND
(R1)	SNF
	RECORD DATA



**EXHIBIT C**

**City Council Resolution No. 30-15**

**[attached behind this page]**

**RESOLUTION NO. 30-15**

**A RESOLUTION OF THE CITY OF OAKLEY CITY COUNCIL MAKING FINDINGS  
AND APPROVING A TENTATIVE PARCEL MAP FOR "3351 DOYLE ROAD MINOR  
SUBDIVISION 14-977" LOCATED AT 3351 DOYLE ROAD  
APN 033-080-017 (TPM 02-14)**

**FINDINGS**

**WHEREAS**, on September 18, 2014, Stephen Cockman ("Applicant") filed an application requesting approval of a tentative parcel map (MS 14-977) to split one 2.64-acre lot into two lots of 0.98-acres and 1.18-acres (after dedications). The project is located on the southwest corner of Doyle Road and Hill Avenue (3351 Doyle Road), and is zoned R-40 (Single Family Residential) District. APN: 033-080-017; and

**WHEREAS**, the site currently has one single family home, which would continue to occupy proposed Parcel "A"; and

**WHEREAS**, the applicant's plans include the Tentative Parcel Map titled "Vesting Tentative Parcel Map MS 14-977 3351 Doyle Road," updated and received on January 20, 2015, and attached to the project staff report ("Plans"); and

**WHEREAS**, on January 20, 2015 the project application was deemed complete per Government Code section 65920 et. seq; and

**WHEREAS**, the project site is designated "Single Family Very Low" on the Oakley 2020 General Plan Land Use Map, and zoned R-40 (Single Family Residential) District; and

**WHEREAS**, the project is exempt from the requirements of the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines section 15315 (Class 15 -- Minor Land Divisions); and

**WHEREAS**, on February 13, 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 February 24, 2015, the City Council opened the public hearing and received a report from City Staff, oral and written testimony from the applicant and 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, and the information submitted to the City Council at its February 24, 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 approvals:

- A. Regarding the application requesting approval of Minor Subdivision 14-977 for the project titled, "3351 Doyle Road Minor Subdivision 14-977 (TPM 02-14)", the City Council finds that:
1. The proposed tentative parcel map 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 one dwelling unit per acre, which is at the maximum allowable gross density for the "Single Family Very Low" land use designation; and
  2. The subdivision will result in the completed improvements to, and connection of, Hill Avenue and Doyle Road in a manner consistent with Oakley's right of way improvement design standards.
- 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 Tentative Parcel Map for "3351 Doyle Road Minor Subdivision 14-977 (TPM 02-14)", subject to the following conditions:

Applicant shall comply with the requirements of the Oakley Municipal Code, unless otherwise stipulated in this resolution. Conditions of Approval are based on the plans received by the Planning Division and made a part of the City Council's meeting packet for February 24, 2015.

**THE FOLLOWING CONDITIONS OF APPROVAL SHALL BE SATISFIED PRIOR TO THE ISSUANCE OF A BUILDING PERMIT UNLESS OTHERWISE NOTED (BOLD CONDITIONS ADDED OR AMENDED AT PUBLIC HEARING):**

### ***Planning Division Conditions***

#### **General:**

1. This tentative parcel map is approved, as shown on the revised plans, date stamped by the Planning Division on January 20, 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 February 24, 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 City Council on February 24, 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.

Landscaping:

9. 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.
10. A landscaping and irrigation plan for all areas of the right of way to be landscaped 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.
11. 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.
12. 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.

Subdivision Disclosures:

13. 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.

14. 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:

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

***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:

16. 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. In lieu of submitting the improvement plans, the applicant shall be allowed to enter into a deferred improvement agreement to be approved by the City Council prior to filing of the parcel map.
17. Submit a final parcel 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.
18. 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. Consistent with Condition No. 16, the applicant shall be allowed to enter into a deferred improvement agreement for submitting grading plans.
19. 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. Consistent with Condition No. 16, the applicant shall be allowed to enter into a deferred improvement agreement for submitting landscaping plans.

20. 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.
21. Building permits for house construction shall not be issued until the subdivision streets serving the lots have been paved.

Roadway Improvements:

22. Construct the frontage of Doyle Road and Hill Avenue to City public road standards for a 36-foot wide roadway within a 56-foot right-of-way, including curb, five-foot monolithic sidewalk (width measured from curb face), necessary longitudinal and transverse drainage, pavement widening to a minimum of 28 feet, and conforms to existing improvements. The face of curb shall be located 18 feet from the centerline and any conforms to existing improvements must take place outside of the limits of the project.
23. Design all public and private pedestrian facilities in accordance with Title 24 (Handicap Access) and the Americans with Disabilities Act.

Road Alignment/Sight Distance:

24. Submit a preliminary plan and profile to the City Engineer for review showing all required improvements to Doyle Road and Hill Avenue. The sketch plan shall be to scale, show horizontal and vertical alignments, transitions, curb lines, lane striping and cross sections and shall provide sight distance for a design speed of 25 miles per hour. The plan shall extend a minimum of 150 feet  $\pm$  beyond the limits of the proposed work.

Road Dedications:

25. Convey to the City, by offer of dedication, the right of way for Doyle Road and Hill Avenue for the planned future half width of 28-feet along the project frontages.
26. Relinquish abutter's rights of access along the Hill Avenue frontage to the satisfaction of the City Engineer.
27. 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:

28. Install streetlights along the Doyle Road and Hill Avenue frontages. 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 frontage streets shall be decorative per City standards

Grading:

29. 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.
30. 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.
31. Dust control measures shall be provided for all stockpiling per the review and approval of the City Engineer. Submit a dust and litter control plan to the City Engineer prior to beginning any construction activities.
32. 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.
33. 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.
34. 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.

35. 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.
36. 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.
37. Grade all pad elevations or install levees to satisfy Chapter 914-10 of the City's Municipal Code, including the degree of protection provisions.
38. The burying of any construction debris is prohibited on construction sites.

Utilities/Undergrounding:

39. Underground all new and existing utility distribution facilities, including those along the frontage of Doyle Road and Hill Avenue. 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.
40. 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.
41. Above ground utility boxes shall be camouflaged per the review and approval of the City Engineer.

Drainage Improvements:

42. 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 consistent with the plans for Drainage Area 30B and Drainage Area 130 as prepared by the Contra Costa County Flood Control and Water Conservation District.

43. 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.
44. Design and construct all storm drainage facilities in compliance with the Municipal Code and City design standards.
45. Prevent storm drainage from draining across the sidewalk(s) and driveway(s) in a concentrated manner.

Landscaping in the Public Right of Way:

46. Install public right of way landscaping along Doyle Avenue and Hill Avenue concurrently with the construction of the frontage improvements along Doyle Road and Hill Avenue.

National Pollutant Discharge Elimination System (NPDES):

47. 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](http://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:

48. 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);
  - g. South Oakley Infrastructure Master Plan Fee (adopted by Resolution No. 52-03); and
  - h. General Plan Fee (adopted by Resolution No. 53-03)

The applicant should contact the City Engineer prior to constructing any public improvements to determine if any of the required improvements are eligible for credits or reimbursements against the applicable traffic benefit fees or from future developments.

49. 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.
50. 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.

51. 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.
52. 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.
53. 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.
54. Participate in the formation of a mechanism to fund the operation and maintenance of the storm drain system, including storm water quality monitoring and reporting, stormwater ponds and any proposed pump stations, as well as any levees proposed to be maintained by the City. The appropriate funding mechanism shall be determined by the City and may include, but not be limited to, an assessment district, community services district, or community facilities district. The funding mechanism shall be formed prior to filing of any final or parcel map, and the project proponent shall fund all costs of the formation.
55. Applicant shall comply with the drainage fee requirements for Drainage Area 30B and Drainage Area 130 as adopted by the County Board of Supervisors.

The applicant shall pay the fee in effect at the time of final map approval. Certain improvements required by the Conditions of Approval for this development or the Code may be eligible for credit or reimbursement against the drainage area fee. The developer should contact the City Engineer to personally determine the extent of any credit or reimbursement for which they might be eligible. Any credit or reimbursements shall be determined prior to filing the final map or as approved by the Flood Control District.

56. Participate in the City's South Oakley Infrastructure Master Plan both by cooperating with the City's consultant team in the design and implementation of specific infrastructure projects and by providing this project's fair share contribution to the costs of preparing the study. The fair share contribution shall be paid in accordance with Resolution 52-03.

#### **ADVISORY NOTES**

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

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

I. The applicant shall obtain an encroachment permit for construction within existing City rights of way.

J. The applicant shall obtain an encroachment permit from Caltrans for construction within the State right of way.

**PASSED AND ADOPTED** by the City Council of the City of Oakley at a meeting held on the 24<sup>th</sup> day of February, 2015 by the following vote:

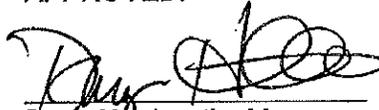
AYES: Hardcastle, Higgins, Pope, Perry, Romick

NOES:

ABSENT:

ABSTENTIONS:

APPROVED:

  
\_\_\_\_\_  
Doug Hardcastle, Mayor

ATTEST:

  
\_\_\_\_\_  
Libby Vreonis, City Clerk

2-26-15  
\_\_\_\_\_  
Date

RESOLUTION NO. \_\_-16

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OAKLEY  
APPROVING AN AMENDED DEFERRED IMPROVEMENT AGREEMENT  
WITH STEPHEN B. COCKMAN JR. FOR MINOR SUBDIVISION MS 14-977**

**WHEREAS**, on March 8, 2016 the City Council of the City of Oakley, California, adopted Resolution 29-16 which approved a Deferred Improvement Agreement with Stephen B. Cockman Jr. (OWNER) for the development of a minor subdivision known as MS 14-977; and

**WHEREAS**, in August of 2016 OWNER contacted City Staff and requested modifications be made to the Deferred Improvement Agreement that would permit OWNER to sell Parcel A with the existing house; and

**WHEREAS**, during discussions with Staff, OWNER stated that the reason for this request was to be able to generate funds to be able to build the required frontage improvements for MS 14-977; and

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of Oakley that the Amended Deferred Improvement Agreement with Stephen B. Cockman Jr. is hereby approved and the City Manager is hereby authorized to execute the Amended Deferred Improvement Agreement for the development of MS 14-977 in the form attached hereto as Exhibit A.

PASSED AND ADOPTED by the City Council of the City of Oakley at a meeting held on the 13th of September, 2016 by the following vote:

AYES:  
NOES:  
ABSTENTIONS:  
ABSENT:

APPROVED:

ATTEST:

\_\_\_\_\_  
Kevin Romick, Mayor

\_\_\_\_\_  
Libby Vreonis, City Clerk

\_\_\_\_\_  
Date

**EXHIBIT A**

**LEGAL DESCRIPTION**

The land referred to is situated in the City of Oakley, County of Contra Costa, State of California, and is described as follows:

Parcel C as shown on the Record of Survey MS No. 72-66, Filed May 31, 1966, in Book 42 of Licensed Surveyors Maps, Page 43, Contra Costa County Records.

OWNER'S STATEMENT

THE UNDERSIGNED DOES HEREBY STATE THAT THEY ARE THE OWNERS OF ALL THE LANDS DELINEATED AND EMBRACED WITHIN THE BOUNDARY LINES UPON THE HEREIN EMBRACED MAP ENTITLED "PARCEL MAP - SUBDIVISION MS 14-977", CITY OF OAKLEY, CONTRA COSTA COUNTY, CALIFORNIA, CONSISTING OF THREE (3) SHEETS, THIS STATEMENT BEING ON SHEET ONE THEREOF, THAT THEY HAVE CAUSED SAID MAP TO BE PREPARED FOR RECORD AND DO CONSENT TO THE MAKING AND RECORDATION OF SAID MAP; AND THAT SAID MAP DOES PARTICULARLY SET FORTH AND DESCRIBE ALL PARCELS OF LAND SO RESERVED FOR PUBLIC PURPOSES BY THEIR BOUNDARIES, COURSES AND EXTENT.

AND THE UNDERSIGNED DOES HEREBY DEDICATE TO THE PUBLIC IN SIMPLE FEE TITLE, THOSE STRIPS OF LAND DESIGNATED AS "PARCEL 1 AND PARCEL 2".

THE UNDERSIGNED FURTHER RELINQUISHES TO THE CITY OF OAKLEY, ALL ABUTTERS RIGHTS OF ACCESS DESIGNATED BY THIS SYMBOL [Symbol]

THIS MAP SHOWS ALL EASEMENT ON THE PREMISES OR OF RECORD AS REFLECTED ON THE PRELIMINARY TITLE REPORT ORDER NO. 521-1681225-53, PREPARED BY DRANGE COAST TITLE COMPANY OF NORTHERN CALIFORNIA, DATED APRIL 30, 2015

[Signature of Stephen B. Cockman Jr.]  
STEPHEN B. COCKMAN JR. (OWNER)

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 THE CERTIFICATE IS ATTACHED, AND NOT THE TRUTHFULNESS, ACCURACY, OR VALIDITY OF THAT DOCUMENT.

STATE OF CALIFORNIA  
COUNTY OF Contra Costa

ON 12.16.2015, 2016, BEFORE ME, Lori Quackranbush

PERSONALLY APPEARED Stephen B. Cockman Jr. WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE/SHE EXECUTED THE SAME IN HIS/HER AUTHORIZED CAPACITY, AND THAT BY HIS/HER SIGNATURE ON THE INSTRUMENT THE PERSON, OR THE ENTITY UPON BEHALF OF WHICH THE PERSON 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:

NAME: Lori Quackranbush  
NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE.

PRINCIPLE COUNTY OF BUSINESS: Alameda

COMMISSION EXPIRES: 5.5.2018

COMMISSION # OF NOTARY: 2067262

PARCEL MAP  
MS 14-977

BEING A SUBDIVISION OF PARCEL C, AS SHOWN ON THE RECORD OF SURVY MS NO. 72-66, FILED ON MAY 31, 1966 IN BOOK 42 OF LICENSED SURVEYORS MAPS AT PAGE 43, CONTRA COSTA COUNTY RECORDS.

CITY OF OAKLEY, CONTRA COSTA COUNTY, CALIFORNIA

WOOD RODGERS  
DEVELOPING - INNOVATIVE - DESIGN - SOLUTIONS  
4301 Highlands Drive, Suite 100  
Pleasanton, CA 94588 Tel 925.847.1556  
MAY 2015

TRUSTEE'S STATEMENT

THE UNDERSIGNED, AS TRUSTEE UNDER THE DEED OF TRUST RECORDED NOVEMBER 9, 2015 AS INSTRUMENT No. 2015-0234390, OFFICIAL RECORDS OF CONTRA COSTA COUNTY, CALIFORNIA, DOES HEREBY JOIN IN, EXECUTE AND CONSENTS TO THE PREPARATION AND FILING OF THIS PARCEL MAP, AND JOINS IN ALL OFFERS OF DEDICATION HEREIN.

CHICAGO TITLE COMPANY,

BY: [Signature]  
TITLE: Title Manager A/P. DATE: 12-16-15

TRUSTEE'S ACKNOWLEDGEMENT

A NOTARY PUBLIC OR OTHER OFFICER COMPLETING THIS CERTIFICATE VERIFIES ONLY THE IDENTITY OF THE INDIVIDUAL WHO SIGNED THE DOCUMENT TO WHICH THE CERTIFICATE IS ATTACHED, AND NOT THE TRUTHFULNESS, ACCURACY, OR VALIDITY OF THAT DOCUMENT.

STATE OF CALIFORNIA  
COUNTY OF Contra Costa

ON 12.16.2015, 2016, BEFORE ME, Lori Quackranbush

PERSONALLY APPEARED Brian Dallas WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE/SHE EXECUTED THE SAME IN HIS/HER AUTHORIZED CAPACITY, AND THAT BY HIS/HER SIGNATURE ON THE INSTRUMENT THE PERSON, OR THE ENTITY UPON BEHALF OF WHICH THE PERSON 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:

NAME: Marilyn  
NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE.

PRINCIPLE COUNTY OF BUSINESS: Alameda

COMMISSION EXPIRES: 5.5.2018

COMMISSION # OF NOTARY: 2067262

CITY ENGINEER'S STATEMENT

I, KOUROSH ROHANI, CITY ENGINEER OF THE CITY OF OAKLEY, CONTRA COSTA COUNTY, CALIFORNIA, DO HEREBY STATE THAT I HAVE EXAMINED THIS MAP ENTITLED "PARCEL MAP MS 14-977, THAT SAID PARCEL MAP AS SHOWN IS IN SUBSTANTIAL CONFORMANCE WITH THE TENTATIVE PARCEL MAP BY THE CITY OF OAKLEY CITY COUNCIL ON FEBRUARY 24, 2015 AND ANY APPROVED ALTERATIONS THEREOF, AND THAT ALL PROVISIONS OF STATE LAWS AND LOCAL ORDINANCES WHICH GOVERNED THE FILING OF SUBDIVISION MAPS AT THE TIME SAID TENTATIVE PARCEL MAP WAS APPROVED HAVE BEEN COMPLIED WITH.

KOUROSH ROHANI RCE 51138  
CITY ENGINEER, CITY OF OAKLEY  
CONTRA COSTA COUNTY,  
STATE OF CALIFORNIA

DATE

CITY SURVEYOR'S STATEMENT

I FRANCIS JOSEPH KENNEDY, CITY SURVEYOR FOR THE CITY OF OAKLEY, DO HEREBY STATE THAT I HAVE EXAMINED THE MAP ENTITLED "PARCEL MAP MS 14-977", AND I AM SATISFIED THAT SAID MAP IS TECHNICALLY CORRECT.

FRANCIS JOSEPH KENNEDY RCE 21771 CITY  
SURVEYOR, CITY OF OAKLEY  
CONTRA COSTA COUNTY, STATE OF CALIFORNIA

DATE:

SURVEYOR'S STATEMENT

THIS MAP WAS PREPARED BY ME OR UNDER MY DIRECTION AND IS BASED UPON A FIELD SURVEY IN CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCE AT THE REQUEST OF STEPHEN B. COCKMAN JR. ON MAY 2, 2014. I HEREBY STATE THAT ALL THE MONUMENTS ARE OF THE CHARACTER AND OCCUPY THE POSITIONS INDICATED OR THAT THEY WILL BE SET IN THOSE POSITIONS BEFORE DECEMBER 2016, AND THAT THE MONUMENTS ARE, OR WILL BE, SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED, AND THAT THIS FINAL MAP SUBSTANTIALLY CONFORMS TO THE APPROVED OR CONDITIONALLY APPROVED TENTATIVE MAP, IF ANY.

[Signature]  
RONALD R. ARCHER  
P.L.S. 8427



DATE: 12-16-15

# PARCEL MAP MS 14-977

BEING A SUBDIVISION OF PARCEL C, AS SHOWN ON THE RECORD OF SURVEY MS NO. 72-66, FILED ON MAY 31, 1966 IN BOOK 42 OF LICENSED SURVEYORS MAPS AT PAGE 43, CONTRA COSTA COUNTY RECORDS.

CITY OF OAKLEY, CONTRA COSTA COUNTY, CALIFORNIA



## CITY COUNCIL STATEMENT

I KEVIN ROHANI, PUBLIC WORKS DIRECTOR OF THE CITY OF OAKLEY, HEREBY STATE THAT THE CITY COUNCIL HAS APPROVED THE TENTATIVE MAP FOR PARCEL MAP MS 14-977, WHICH INCLUDES THE SUBDIVISION WHICH THIS PARCEL MAP IS BASED.

\_\_\_\_\_  
KEVIN ROHANI  
PUBLIC WORKS DIRECTOR  
CITY OF OAKLEY, CONTRA COSTA COUNTY  
STATE OF CALIFORNIA

DATE: \_\_\_\_\_

## CITY CLERK'S STATEMENT

STATE OF CALIFORNIA )  
COUNTY OF ALAMEDA ) SS

I, LIBBY VREONIS, CITY CLERK AND CLERK OF THE CITY COUNCIL OF THE CITY OF OAKLEY, CONTRA COSTA COUNTY, CALIFORNIA, DO HEREBY STATE THAT THIS MAP ENTITLED "PARCEL MAP MS 14-977", CITY OF OAKLEY, CONTRA COSTA COUNTY, CALIFORNIA, WAS PRESENTED TO THE COUNCIL OF THE CITY OF OAKLEY AS PROVIDED BY LAW, AT A REGULAR MEETING THEREOF HELD ON \_\_\_\_\_, 2016, AND THAT SAID CITY COUNCIL DID THEREUPON BY RESOLUTION No. \_\_\_\_\_, PASS AND ADOPTED AT SAID MEETING, APPROVED SAID MAP AND DID ACCEPT SUBJECT TO IMPROVEMENT OF ANY STREETS, EASEMENTS OR IMPROVEMENTS SHOWN THEREON AS OFFERED FOR DEDICATION FOR PUBLIC USE.

IN WITNESS, WHEREOF, I HAVE HEREUNTO SET MY HAND THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2016.

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

## CLERK OF THE BOARD OF SUPERVISORS STATEMENT

STATE OF CALIFORNIA )  
COUNTY OF ALAMEDA ) SS

I HEREBY STATE, AS CHECKED BELOW:

- AN APPROVED BOND HAS BEEN FILED WITH THE BOARD OF SUPERVISORS OF SAID COUNTY AND STATE IN THE AMOUNT OF \$ \_\_\_\_\_, CONDITIONED FOR THE PAYMENT OF ALL TAXES AND SPECIAL ASSESSMENTS COLLECTED AS TAXES WHICH ARE NOW A LIEN AGAINST SAID LAND OR ANY PART THEREOF BUT NOT YET PAYABLE, AND WAS DULY APPROVED BY SAID LOCAL BOARD IN SAID AMOUNT.
- ALL TAXES AND SPECIAL ASSESSMENTS COLLECTED AS TAXES HAVE BEEN PAID, AS CERTIFIED BY THE TREASURER-TAX COLLECTOR OF THE COUNTY OF ALAMEDA.

IN WITNESS, WHEREOF, I HAVE HEREUNTO SET MY HAND THIS

DAY OF \_\_\_\_\_, 2016.

DAVID JHA  
CLERK OF THE BOARD OF SUPERVISORS AND  
COUNTY ADMINISTRATOR OF CONTRA COSTA  
STATE OF CALIFORNIA

BY: \_\_\_\_\_  
DEPUTY COUNTY CLERK

## COUNTY RECORDERS STATEMENT

FILED FOR RECORD THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2016, AT \_\_\_\_\_ M. IN  
BOOK \_\_\_\_\_ OF MAPS AT PAGES \_\_\_\_\_ THROUGH \_\_\_\_\_,  
INCLUSIVE, RECORDER'S SERIES NO. 2016 \_\_\_\_\_, AT THE REQUEST OF STEPHEN B.  
COCKMAN JR.

FEE: \_\_\_\_\_ PAID

JOSEPH E. CAMICAMILLA  
COUNTY RECORDER  
CONTRA COSTA COUNTY  
STATE OF CALIFORNIA

BY: \_\_\_\_\_  
DEPUTY COUNTY RECORDER

# PARCEL MAP MS 14-977

BEING A SUBDIVISION OF PARCEL C, AS SHOWN ON THE RECORD OF SURVEY MS NO. 72-66, FILED ON MAY 31, 1966 IN BOOK 42 OF LICENSED SURVEYORS MAPS AT PAGE 43, CONTRA COSTA COUNTY RECORDS.

CITY OF OAKLEY, CONTRA COSTA COUNTY, CALIFORNIA



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MAY 2015

### NOTES

1. ALL DISTANCES SHOWN HEREON ARE EXPRESSED IN FEET AND DECIMALS THEREOF.
2. DUE TO ROUNDING THE SUM OF THE INDIVIDUAL DIMENSIONS MAY NOT EQUAL THE OVERALL DIMENSION.

### REFERENCES:

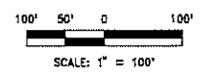
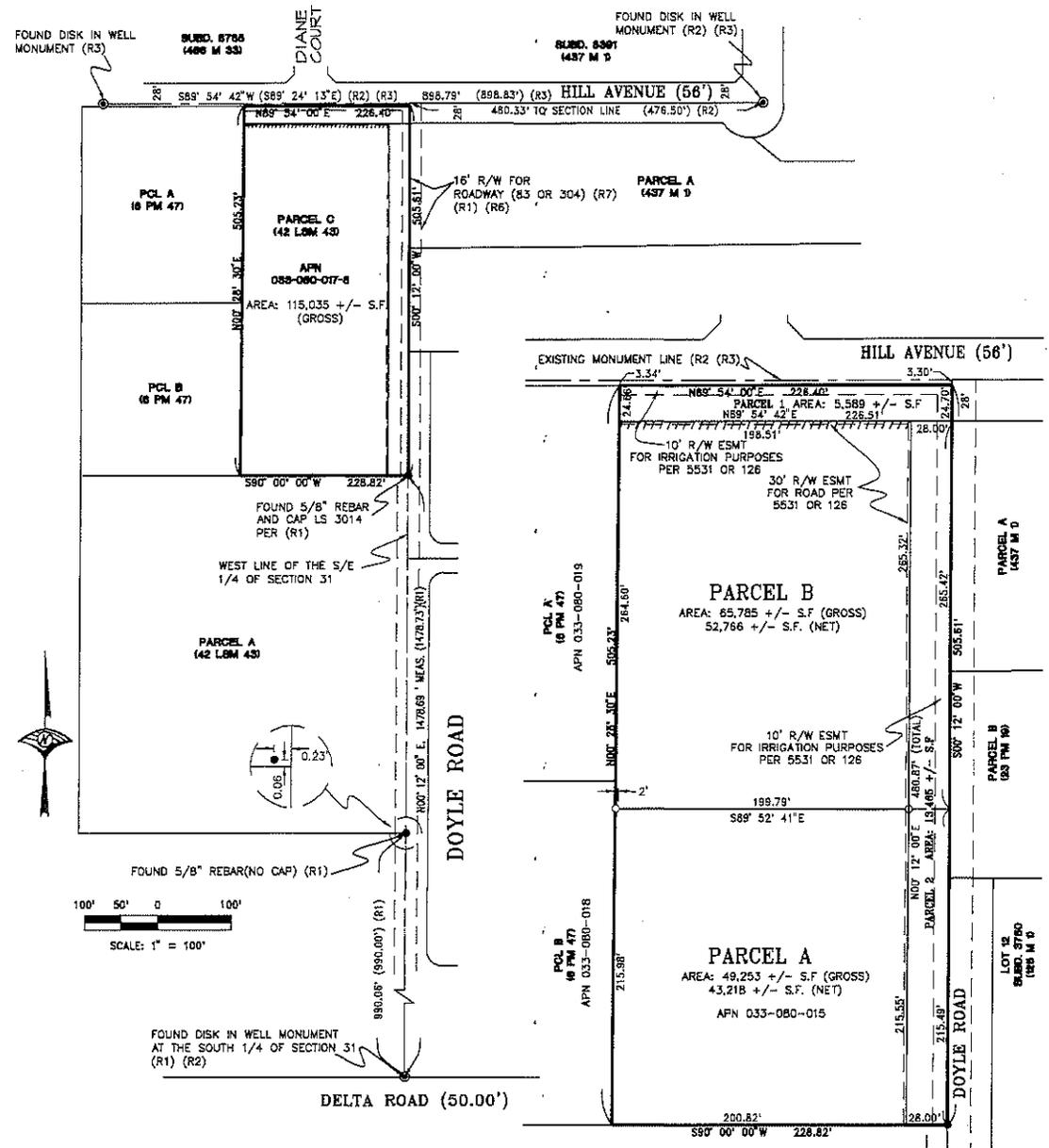
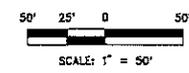
- (R1) ROS (42 LSM 43)
- (R2) TRACT 8391 (437 M 1)
- (R3) TRACT 8765 (466 M 33)
- (R4) PARCEL MAP (6 PM 47)
- (R5) DEED (2011-0177221)
- (R6) SUBD. 3750 (125 M 1)
- (R7) DEED (83 OR 304)

### BASIS OF BEARINGS

THE BEARING N 00° 12' 00" E BETWEEN THE FOUND MONUMENT AT THE SOUTH 1/4 CORNER OF SECTION 31 AT DELTA ROAD AND DOYLE LANE AND THE FOUND 5/8" REBAR AND CAP AT THE SOUTHEAST CORNER OF PARCEL C AS SHOWN ON THAT CERTAIN RECORD OF SURVEY MAP MS NO. 72-66, FILED IN BOOK 42 OF LICENSED SURVEYORS MAPS AT PAGE 43, CONTRA COSTA COUNTY RECORDS WAS TAKEN AS THE BASIS OF BEARINGS FOR THIS MAP.

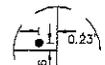
### LEGEND

- SET 1/2" REBAR AND CAP LS 8427
- ⊙ FOUND STREET MONUMENT AS NOTED
- FOUND MONUMENT AS NOTED
- SUBDIVISION BOUNDARY
- - - PROPOSED PROPERTY LINE
- ADJACENT PROPERTY LINE
- MONUMENT LINE
- - - EXISTING EASEMENT LINE
- DIMENSION LINE
- /// RELINQUISHMENT OF ABUTTERS RIGHTS
- SNF (R1) SEARCHED NOT FOUND RECORD DATA



FOUND DISK IN WELL MONUMENT AT THE SOUTH 1/4 OF SECTION 31 (R1) (R2)

FOUND 5/8" REBAR(NO CAP) (R1)



PARCEL A (42 LSM 43)

WEST LINE OF THE S/E 1/4 OF SECTION 31

FOUND 5/8" REBAR AND CAP LS 3014 PER (R1)

590° 00' 00" W 228.82'

AREA: 115,035 +/- S.F. (GROSS)

PARCEL C (42 LSM 43)

APN 089-080-017-B

PCL A (6 PM 47)

PCL B (6 PM 47)

EXISTING MONUMENT LINE (R2) (R3)

HILL AVENUE (56')

PARCEL B  
AREA: 65,785 +/- S.F. (GROSS)  
52,766 +/- S.F. (NET)

10' R/W ESMT FOR IRRIGATION PURPOSES PER 5531 OR 126

30' R/W ESMT FOR ROAD PER 5531 OR 126

PARCEL A  
AREA: 49,253 +/- S.F. (GROSS)  
43,218 +/- S.F. (NET)

APN 033-080-015

PCL A (6 PM 47)  
APN 033-080-015

PCL B (6 PM 47)  
APN 033-080-018

PARCEL A (437 M 1)

PARCEL B (125 M 1)

LOT 12  
SUBD. 3750  
(125 M 1)

FOUND DISK IN WELL MONUMENT (R2) (R3)

SUBD. 8391 (437 M 1)

SUBD. 8765 (466 M 33)

FOUND DISK IN WELL MONUMENT (R3)

DIANE COURT

HILL AVENUE (56')

DOYLE ROAD

DOYLE ROAD

DELTA ROAD (50.00')