



STAFF REPORT

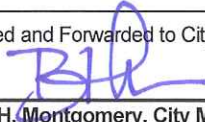
Date: Tuesday, August 8, 2017

To: Bryan Montgomery, City Manager

From: Kevin Rohani, Public Works Director/City Engineer

Subject: Approve the Subdivision Improvement Agreement and Parcel Map for Bella Estates Minor Subdivision MS 14-978 at Daniel Drive

Approved and Forwarded to City Council:


Bryan H. Montgomery, City Manager

Background and Analysis

On February 10th, 2015, the City Council of the City of Oakley adopted Resolution No. 25-15, which conditionally approved the tentative map for Minor Subdivision MS 14-978 at 1289 Laurel Road; located on the west side of Daniel Drive and includes four parcels for future single family residential development, plus one remainder parcel.

James W. Arellano and Tatiana Y. Arellano, (APPLICANT) have submitted the parcel map to the City Engineer for review. In order to satisfy all remaining conditions of approval, the applicant has requested that the City enter into a Subdivision Improvement Agreement (SIA). The SIA requires APPLICANT to complete the public improvements as required by the conditions of approval for MS 14-978. As part of this agreement, the Developer is required to provide securities for the amount of the estimated cost of improvements of \$196,746.00.

The City Engineer and City Surveyor have reviewed the tentative map approval documents and the parcel map, and have found the parcel map to be technically correct, in substantial compliance with the conditionally approved tentative map, and all parcel map conditions of approval have been met (or are being secured by way of the agreements).

Fiscal Impact

There is no fiscal impact associated with this action.

Staff Recommendation

Staff recommends that the City Council:

- 1) Adopt the attached resolution approving the Subdivision Improvement Agreement with James W. Arellano and Tatiana Y. Arellano for MS 14-978 and authorizing the City Manager to execute the agreement.
- 2) Adopt the attached resolution approving the Parcel Map entitled "PARCEL MAP BELLA ESTATES MS 14-978".

The City Council should be aware that by approving the parcel map without approving the Subdivision Annexation and Assessment Authorization Deferral Agreement, it is possible that additional voters will be introduced into the assessment district formation process or that the applicant will not cooperate with the district formation. Staff recommends that if the Resolution approving the Subdivision Annexation and Assessment Authorization Deferral Agreement is not adopted, the Resolution approving the Parcel Map should not be adopted either.

Attachments

- 1) Resolution for SIA
- 2) Subdivision Improvement Agreement (SIA)
- 3) Resolution for Parcel Map
- 4) Reduction of MS 14-978 Parcel Map

RESOLUTION NO. __-17

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OAKLEY APPROVING THE SUBDIVISION IMPROVEMENT AGREEMENT WITH JAMES W. ARELLANO AND TATIANA Y. ARELLANO FOR MINOR SUBDIVISION MS 14-978 AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENT

WHEREAS, the City Council of the City of Oakley, California, wishes to enter into a Subdivision Improvement Agreement with James W. Arellano and Tatiana Y. Arellano for the development of a minor subdivision known as MS 14-978; and

WHEREAS, this agreement will require the developer to complete approximately \$196,746.00 in roadway improvements and drainage infrastructure in accordance with the approved improvement plans, project conditions of approval, and City standard construction design.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Oakley that the Subdivision Improvement Agreement with James W. Arellano and Tatiana Y. Arellano is hereby approved and the City Manager is hereby authorized to execute the Subdivision Improvement Agreement for the development of MS 14-978 in the form attached hereto as Exhibit A and is made part of this resolution.

PASSED AND ADOPTED by the City Council of the City of Oakley, California, on this 8th day of August 2017 by the following vote:

AYES:

NOES:

ABSTENTIONS:

ABSENT:

APPROVED:

Sue Higgins, Mayor

ATTEST:

Libby Vreonis, City Clerk

Date

**CITY OF OAKLEY
SUBDIVISION IMPROVEMENT AGREEMENT
MINOR SUBDIVISION 14-978 BELLA ESTATES**

This agreement is made and entered into this 8th day of August, 2017 by and between the City of Oakley, a municipal corporation, hereinafter referred to as "CITY", and JAMES W. ARELLANO and TATIANA Y. ARELLANO, Trustees, hereinafter referred to as "DEVELOPER".

RECITALS

WHEREAS, it has been determined by the City Council of the City of Oakley, State of California, that DEVELOPER, the sub-divider of Minor Subdivision 14-978, Bella Estates, desires to improve and dedicate those public improvements (hereafter "The Improvements") required by the conditions of approval for the project as adopted by the Planning Commission of the City of Oakley via Resolution Number 25-15 in accordance with the requirements and conditions set forth in approvals, the requirements of the Subdivision Map Act of the State of California, and those certain plans and specifications for said development approved by CITY and titled "MINOR SUBDIVISION 14-978 BELLA ESTATES GRADING AND IMPROVEMENT PLANS" as prepared by Bellecci & Associates, Inc. now on file in the office of the City Engineer, which are hereby referred to for a more definite and distinct description of the work to be performed under this Agreement as though set forth at length herein; and

WHEREAS, DEVELOPER and CITY acknowledge that not all conditions of approval ("COA") contained in Resolution Number 25-15 have been satisfied, but nevertheless, DEVELOPER desires to file a parcel map. The satisfaction of all COA are the subject of this Agreement. DEVELOPER's agreement to satisfy all COA and construct the Improvements identified in Conditions 18, 19, 41, 42, 44 & 51 in Resolution 25-15, is a material part of the consideration for this Agreement; and

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

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

1. Improvements.

DEVELOPER agrees to install the road improvements (both public and private), sewer and drainage improvements, signs, street lights, fire hydrants, landscaping, and such other improvements (including appurtenant equipment) as required as Conditions of Approval in Resolution 25-15 as set forth in Exhibit A to this Agreement, which is incorporated herein as if set forth at this point, or as otherwise required in the

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

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

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

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

The estimated cost of constructing The Improvements required by this Agreement as adjusted for inflation is agreed to be \$196,746 for the Grading and Improvement Plans. Said amounts include costs and reasonable expenses and fees which may be incurred in enforcing the obligation secured.

3. Bonds Furnished.

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

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

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

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

4. Insurance Required.

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

5. Work Performance and Guarantee.

Except as otherwise expressly provided in this Agreement, and excepting only items of routine maintenance, ordinary wear and tear and unusual abuse or neglect, DEVELOPER guarantees all work executed by DEVELOPER and/or DEVELOPER's agents, and all supplies, materials and devices of whatsoever nature incorporated in, or attached to the work, or otherwise delivered to CITY as a part of the work pursuant to the Agreement, to be free of all defects of workmanship and materials for a period of one (1) year after initial acceptance of the entire work by CITY. DEVELOPER shall repair or replace any or all such work or material, together with all or any other work or materials which may be displaced or damaged in so doing, that may prove defective in workmanship or material within said one-year guarantee period without expense or charge of any nature whatsoever to CITY. DEVELOPER further covenants and agrees

that when defects in design, workmanship and materials actually appear during the one-year guarantee period, and have been corrected, the guarantee period shall automatically be extended for an additional year to insure that such defects have actually been corrected.

In the event the DEVELOPER shall fail to comply with the conditions of the foregoing guarantee within thirty (30) days time, after being notified of the defect in writing, CITY shall have the right, but shall not be obligated, to repair or obtain the repair of the defect, and DEVELOPER shall pay to CITY on demand all costs and expense of such repair. Notwithstanding anything herein to the contrary, in the event that any defect in workmanship or material covered by the foregoing guarantee results in a condition which constitutes an immediate hazard to the public health, safety, or welfare, CITY shall have the right to immediately repair, or cause to be repaired, such defect, and DEVELOPER shall pay to CITY on demand all costs and expense of such repair. The foregoing statement relating to hazards to health and safety shall be deemed to include either temporary or permanent repairs which may be required as determined in the sole discretion and judgment of CITY.

If CITY, at its sole option, makes or causes to be made the necessary repairs or replacements or performs the necessary work, DEVELOPER shall pay, in addition to actual costs and expenses of such repair or work, fifty percent (50%) of such costs and expenses for overhead and interest at the maximum rate of interest permitted by law accruing thirty (30) days from the date of billing for such work or repairs.

6. Inspection of the Work.

DEVELOPER shall guarantee free access to CITY through its City Engineer and his designated representative for the safe and convenient inspection of the work throughout its construction. Said CITY representative shall have the authority to reject all materials and workmanship which are not in accordance with the plans and specifications, and all such materials and or work shall be removed promptly by DEVELOPER and replaced to the satisfaction of CITY without any expense to CITY in strict accordance with the improvement plans and specifications.

7. Agreement Assignment.

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

8. Abandonment of Work.

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

If DEVELOPER refuses or fails to obtain prosecution of the work, or any severable part thereof, with such diligence as will insure its completion within the time specified, or any extension thereof, or fails to obtain completion of said work within such time, or if DEVELOPER should be adjudged as bankrupt, or should make a general assignment for the benefit of DEVELOPER's creditors, or if a receiver should be appointed, or if DEVELOPER, or any of DEVELOPER's contractors, subcontractors, agents or employees should violate any of the provisions of this Agreement, the CITY through its Public Works Director may serve written notice on DEVELOPER and DEVELOPER's surety or holder of other security of breach of this Agreement, or of any portion, thereof, and default of DEVELOPER.

In the event of any such notice of breach of this Agreement, DEVELOPER's surety shall have the duty to take over and complete The Improvements herein specified; provided, however, that if the surety, within thirty (30) days after the serving upon it of such notice of breach, does not give CITY written notice of its intention to take over the performance of the contract, and does not commence performance thereof within thirty (30) days after notice to CITY of such election, CITY may take over the work and prosecute the same to completion, by contract or by any other method CITY may deem advisable, for the account and at the expense of DEVELOPER and DEVELOPER's surety shall be liable to CITY for any damages and/or reasonable and documented excess costs occasioned by CITY thereby; and, in such event, CITY, without liability for so doing, may take possession of, and utilize in completing the work, such materials, appliances, plant and other property belonging to DEVELOPER as may be on the site of the work and necessary therefor.

All notices herein required shall be in writing, and delivered in person or sent by registered mail, postage prepaid.

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

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

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

James W. Arellano and Tatiana Y. Arellano
3035 Torre Ramel Lane
Oakley, CA 94561

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

Philadelphia Indemnity Insurance Company
One Bala Plaza, Suite 100
Bala Cynwyd, PA 19004-0950

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

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

9. Use of Streets or Improvements.

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

10. Safety Devices.

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

11. Acceptance of Work.

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

12. Patent and Copyright Costs.

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

13. Alterations in Plans and Specifications.

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

14. Liability.

a. DEVELOPER Primarily Liable. DEVELOPER hereby warrants that the design and construction of The Improvements will not adversely affect any portion of adjacent properties and that all work will be performed in a proper manner. DEVELOPER agrees to indemnify, defend, release, and hold harmless CITY, and each of its elective and appointive boards, commissions, officers agents and employees, from and against any and all loss, claims, suits, liabilities, actions, damages, or causes of action of every kind, nature and description, directly or indirectly arising from an act or omission of DEVELOPER, its employees, agents, or independent contractors in connection with DEVELOPER'S actions and obligations hereunder; provided as follows:

1. That CITY does not, and shall not, waive any rights against DEVELOPER which it may have by reason of the aforesaid hold harmless agreement, because of the acceptance by CITY, or the deposit with CITY by DEVELOPER, of any of the insurance policies described in Paragraph 4 hereof.

2. That the aforesaid hold harmless agreement by DEVELOPER shall apply to all damages and claims for damages of every kind suffered, or alleged to have been suffered, by reason of any of the aforesaid operations referred to in this paragraph, regardless of whether or not CITY has prepared, supplied, or approved of plans and/or specifications for the subdivision, or regardless of whether or not such insurance policies shall have been determined to

be applicable to any of such damages or claims for damages.

- b. Design Defect. If, in the opinion of the CITY, a design defect in the work of improvement becomes apparent during the course of construction, or within one (1) year following acceptance by the CITY of the improvements, and said design defect, in the opinion of the CITY, may substantially impair the public health and safety, DEVELOPER shall, upon order by the CITY, correct said design defect at his sole cost and expense, and the sureties under the Faithful Performance and Labor and Materials Bonds shall be liable to the CITY for the corrective work required.
- c. Litigation Expenses. In the event that legal action is instituted by either party to this Agreement, and said action seeks damages for breach of this Agreement or seeks to specifically enforce the terms of this Agreement, and, in the event judgment is entered in said action, the prevailing party shall be entitled to recover its attorneys' fees and court costs. If CITY is the prevailing party, CITY shall also be entitled to recover its attorney's fees and costs in any action against DEVELOPER's surety on the bonds provided under paragraph 3.

15. Recitals.

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

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

CITY OF OAKLEY

DEVELOPER

By: _____
Bryan H. Montgomery
City Manager

James W. Arellano TRUSTEE
James W. Arellano, Trustee

APPROVED AS TO FORM:

Tatiana Y. Arellano TRUSTEE
Tatiana Y. Arellano, Trustee

Derek P. Cole
City Attorney

ATTEST:

Libby Vreonis, City Clerk

- Exhibits:
- Exhibit A – City of Oakley, Planning Commission Resolution 25-15
 - Exhibit B - Insurance Requirements
 - Exhibit C - Verification of Required Insurance

ACKNOWLEDGMENT

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 July 21, 2017 before me, Nancy Lynne Fix, Notary
(insert name and title of the officer)

personally appeared Tatiana Yuryevna Arellano and James Wayne Arellano
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 _____



(Seal)

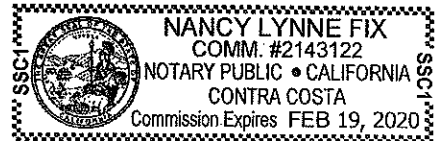


EXHIBIT A
(RESOLUTION 25-15)

RESOLUTION NO. 25-15

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OAKLEY MAKING FINDINGS AND APPROVING A TENTATIVE PARCEL MAP AND VARIANCE FOR "BELLA ESTATES MINOR SUBDIVISION 14-978" LOCATED AT 1289 LAUREL ROAD APN 034-080-034 (TPM 03-14, VA 02-14)

FINDINGS

WHEREAS, on October 15, 2014, Charles Capp of Bellecci and Associates ("Applicant") filed an application requesting approval of 1) a tentative parcel map (MS 14-978) to split one 5.04-acre lot into four lots for future single family residential development plus one remainder lot, and 2) a variance allowing two of the lots to not meet the 1-acre minimum lot size required by the subject zoning district ("Project"). The site is located at 1289 Laurel Road and zoned AL (Limited Agriculture) District. APN 034-080-034; and

WHEREAS, the variance would allow the project to meet the maximum gross density allowed by the Oakley 2020 General Plan; and

WHEREAS, the site currently has one single family home, which would continue to occupy the remainder lot; and

WHEREAS, the applicant's plans include the Tentative Parcel Map titled "Minor Subdivision MS 14-978 Bella Estates Tentative Parcel Map," received October 15, 2014 and attached to the project staff report ("Plans"); and

WHEREAS, on January 14, 2015 the project application was deemed complete per Government Code section 65920 et. seq; and

WHEREAS, the project site is designated Agricultural Limited on the Oakley 2020 General Plan Land Use Map, and zoned Limited Agriculture (AL) District; and

WHEREAS, the project is exempt from the requirements of the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines section 15332 (In-fill Development); and

WHEREAS, on January 30, 2015, the Notice of Public Hearing for the project was posted at Oakley City Hall, Freedom High School, 204 2nd Street (City Annex), 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 10, 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 10, 2015 meeting, both written and oral, including oral information provided by the applicant, as reflected in the minutes of such meetings, together with the documents contained in the file for the project (hereafter the "Record").

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

- A. Regarding the application requesting approval of Minor Subdivision 14-978 for the project titled, "Bella Estates Minor Subdivision 14-978 (TPM 03-14, VA 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 Agricultural Limited land use designation, and also consistent the sizes of other parcels in the vicinity and of the same land use designation; and
 2. The subdivision will result in the completed improvements to Daniel Drive in a manner consistent with Oakley's right of way improvement design standards.
- B. Regarding the application requesting approval of a Variance to allow the subdivision to include two substandard lots for the project titled, "Bella Estates Minor Subdivision 14-978 (TPM 03-14, VA 02-14)", the City Council finds that:
1. The variance does not constitute a grant of special privilege inconsistent with the limitations on other properties in the vicinity and the respective land use district in which the subject property is located in that although two of the five parcels are proposed at less than one acre, there are several other parcels within this agricultural land use area that are less than one acre. At least two properties on Holmes Road and two on Carpenter Road are also less than an acre, and smaller than the proposed Parcels A and B; and

2. Because of the requirement to dedicate Daniel Drive, the net size of the property is restricted to just under five acres. With approval of the variance, the property will be subdivided in a manner consistent with the allowable density, and Daniel Drive will eventually be improved, which will benefit other properties, as well as the subject property; and
3. The variance will allow a subdivision that will substantially meet the intent and purpose of the Agricultural Limited land use designation in that the subdivision provides for five approximately 1-acre lots and complies, without variance, to the maximum allowable gross density of one unit per acre.

C. 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 and Variance for "Bella Estates Minor Subdivision 14-978 (TPM 03-14, VA 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 Community Development Department and made a part of the City Council's meeting packet for February 10, 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 Department Conditions

General:

1. This Tentative Parcel Map and Variance are approved as shown on the plans date stamped by the Planning Department on October 15, 2014, and as conditioned below.
2. This approval shall be effectuated within a period of three (3) years from the effective date of this resolution and if not effectuated shall expire on February 10, 2018. Prior to said expiration date, the applicant may apply for an extension of time pursuant to the provisions of the Municipal Code and Subdivision Map Act.
3. The Parcel Map submitted for acceptance shall be in substantial compliance with the plans presented to and approved by the City Council on February 10, 2015, and conditioned herein.

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).

Landscaping:

8. Right-of-way 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.
9. California native drought tolerant plants shall be used as much as possible. All trees shall be a mix of 15-gallon and 24-inch box; all shrubs shall be a minimum five-gallon size, except as otherwise noted.
10. 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.
11. The applicant shall maintain all private landscaping until occupancy.

Subdivision Disclosures:

12. 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.

13. 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:

14. 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 PARCEL MAP UNLESS OTHERWISE NOTED:

General:

15. 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.

16. 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.
17. 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.
18. 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.
19. Building permits for house construction shall not be issued until the Daniel Drive widening and private driveway serving the lots have been paved.

Roadway Improvements:

20. Construct the frontage of Daniel Drive to City public road standards for a 40-foot wide roadway within a 60-foot right-of-way, including curb, five-foot monolithic sidewalk (width measured from curb face), any necessary longitudinal and transverse drainage and conforms to existing improvements. The face of curb shall be located 20 feet from the centerline and any conforms to existing improvements must take place outside of the limits of the project. Existing pavement shall be saw cut along a line parallel with the centerline at a location specified by the City Engineer or his designee in the field.
21. Design all public and private pedestrian facilities in accordance with Title 24 (Handicap Access) and the Americans with Disabilities Act.

Road Alignment/Sight Distance:

22. Submit a preliminary plan and profile to the City Engineer for review showing all required improvements to Daniel Drive. 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 ± beyond the limits of the proposed work.

Road Dedications:

23. Convey to the City, by Offer of Dedication, the right of way for Daniel Drive.
24. 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:

25. Install streetlights along Daniel Drive frontage. 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 shall be LED General Electric spun aluminum "cobra head"

Grading:

26. 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.
27. 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.
28. Submit a dust and litter control plan to the City Engineer prior to beginning any construction activities. Dust control measures shall be provided for all stockpiling per the review and approval of the City Engineer.
29. 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.
30. 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.

31. 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.
32. 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.
33. Grade all pad elevations or install levees to satisfy Chapter 914-10 of the City's Municipal Code, including the degree of protection provisions.
34. The burying of any construction debris is prohibited on construction sites.

Utilities/Undergrounding:

35. Underground all new and existing utility distribution facilities, including those along the frontage of Daniel Drive. 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.
36. 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.
37. Above ground utility boxes shall be camouflaged per the review and approval of the City Engineer.

Drainage Improvements:

38. 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 30A and Drainage Area 130 as prepared by the Contra Costa County Flood Control and Water Conservation District.

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

Landscaping in the Public Right of Way:

41. Public right of way landscaping along the project streets shall be installed prior to occupancy of homes adjacent to that street.
42. Maintain all landscaping within the public right of way until such time that the adjacent roadway improvements have been accepted for maintenance.

National Pollutant Discharge Elimination System (NPDES):

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

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

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

Fees/Assessments:

44. 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.

45. 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.
46. 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.

47. 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.
48. 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.
49. 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.
50. Applicant shall comply with the drainage fee requirements for Drainage Area 30A and for 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.

51. 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 Wildlife. It is the applicant's responsibility to notify the Department of Fish and Wildlife, P.O. Box 47, Yountville, California 94599, of any proposed construction within this development that may affect any fish and wildlife resources, per the Fish and 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.

PASSED AND ADOPTED by the City Council of the City of Oakley at a meeting held on the 10th day of February, 2015 by the following vote: 4-1

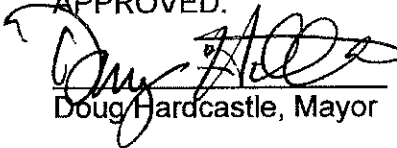
AYES: Hardcastle, Perry, Pope, Romick

NOES: Higgins

ABSTENTIONS:

ABSENT:

APPROVED:


Doug Hardcastle, Mayor

ATTEST:



Libby Vreonis, City Clerk

2-12-15

Date

EXHIBIT B

INSURANCE REQUIREMENTS

CONSTRUCTION CONTRACTS

MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

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

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

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

Deductibles and Self-Insured Retentions

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

Other Insurance Provisions

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

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

Builder's Risk (Course of Construction) Insurance

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

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

Claims Made Policies

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

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

Acceptability of Insurers

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

Waiver of Subrogation

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

Verification of Coverage

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

Subcontractors

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

Surety Bonds

Contractor shall provide the following Surety Bonds:

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

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

Special Risks or Circumstances

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

EXHIBIT C
VERIFICATION OF INSURANCE

POLICY NUMBER: 60482254

COMMERCIAL GENERAL LIABILITY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED OWNERS, LESSEES OR CONTRACTORS (FORM B)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name of Person or Organization:

Re: Bella Estates. Additional Insured Status Applies To James And
Tatiana Arellano And City Of Oakley Per Endorsement Attached.

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement)

WHO IS AN INSURED (Section II) is amended to include as an insured the person or organization shown in the Schedule, but only to the extent that the person or organization is held liable for "your work" for that person or organization by or for you.

This endorsement applies to the following work:

Description of Job: See Above

Location of Job: See Above

AI only Effective from:

Effective Date: 10/1/2016

Expiration Date: 10/1/2017

When this endorsement applies, such insurance as is afforded by the general liability policy is primary and any other insurance shall be excess and shall not contribute to the insurance afforded by this endorsement.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

07/25/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Rogers Insurance Services, Inc 156 Diablo Rd. Danville, CA 94526	CONTACT NAME:	
	PHONE (A/C, No, Ext): (925) 365-3200	FAX (A/C, No): (925) 226-1422
	E-MAIL ADDRESS: ofrasca@risdirect.net	
	INSURER(S) AFFORDING COVERAGE	NAIC #
INSURED J & M Inc. 6700 National Dr Livermore, CA 94550	INSURER A :	
	INSURER B :	
	INSURER C :	
	INSURER D : California Insurance Company	38865
	INSURER E :	
	INSURER F :	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR VWD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/>						EACH OCCURRENCE	\$
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$
							MED EXP (Any one person)	\$
							PERSONAL & ADV INJURY	\$
							GENERAL AGGREGATE	\$
							PRODUCTS - COM/POP AGG	\$
	GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC							\$
	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident)	\$
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE	\$
							AGGREGATE	\$
								\$
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			73-894881-01-01	10/01/2016	10/01/2017	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER	
							E.L. EACH ACCIDENT	\$ 1,000,000.00
							E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000.00
							E.L. DISEASE - POLICY LIMIT	\$ 1,000,000.00

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

RE: Bella Estates located in Oakley, Ca

Waiver of subrogation in favor of the certificate holder per the attached endorsement.

30 Day notice of cancellation in respects to the Workers Compensation

CERTIFICATE HOLDER

CANCELLATION

James and Tatiana Arellano
City of Oakley
3801 Daniel Drive Oakley, Ca. 94561

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule, but this waiver applies only with respect to bodily injury arising out of the operations described in the Schedule where you are required by a written contract to obtain this waiver from us.

This endorsement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

The premium for this endorsement is shown in the Schedule.

Schedule

1. () Specific Waiver

Name of person or organization:

(x) Blanket Waiver

Any person or organization for whom the Named Insured has agreed by written contract to furnish this waiver.

2. Operations:

3. Premium 2500

The premium charge for this endorsement shall be of the premium developed on payroll in connection with work performed for the above person(s) or organization(s) arising out of the operations described.

4. Minimum Premium

5. Advance Premium

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

Endorsement Effective 10/1/2016

Policy No. 73-894881-01-01

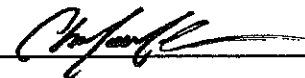
Endorsement No. 8

Insured J & M, Inc.

Premium \$ 2,500.00

Insurance Company California Insurance Company

Countersigned by



RESOLUTION NO. ___-17

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OAKLEY CALIFORNIA, APPROVING THE PARCEL MAP TITLED "PARCEL MAP MS 14-978 BELLA ESTATES" AT DANIEL DRIVE

WHEREAS, on October 15th, 2014, Charles Capp of Belleci and Associates ("APPLICANT") on behalf of James W. Arellano and Tatiana Y. Arellano ("OWNERS") submitted an application requesting approval of a Tentative Parcel Map (MS 14-978) to subdivide the 5.04 acre parcel located at 1289 Laurel Road located west of Daniel Drive, APN: 034-080-034 into four parcels for future single family residential development, plus one remainder parcel; and

WHEREAS, on February 10th, 2015 the City Council of the City of Oakley adopted Resolution 25-15 which conditionally approved the tentative map for Minor Subdivision MS 14-978; and

WHEREAS, OWNERS have requested that the City Council approve the Parcel Map; and

WHEREAS, the City Engineer has determined that the Parcel Map is in substantial compliance with the approved Tentative Parcel Map and that the applicable conditions of approval have been satisfied; and

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

NOW, THEREFORE, BE IT RESOLVED AND ORDERED, by the City Council of the City of Oakley that the parcel map labeled "Parcel Map, MS 14-978", as prepared by Belleci and Associates, Inc. be and hereby is approved.

PASSED AND ADOPTED by the City Council of the City of Oakley at a meeting held on the 8th of August, 2017 by the following vote:

AYES:

NOES:

ABSTENTIONS:

ABSENT:

APPROVED:

ATTEST:

Sue Higgins, Mayor

Libby Vreonis, City Clerk

Date

PARCEL MAP
MINOR SUBDIVISION MS 14-978
BELLA ESTATES

BEING A SUBDIVISION OF PARCEL "A" AS SHOWN ON THE
PARCEL MAP OF SUBDIVISION MS 98-77 AS FILED IN
BOOK 62 OF PARCEL MAPS AT PAGE 42, CONTRA COSTA
COUNTY RECORDS
CITY OF OAKLEY
CONTRA COSTA COUNTY, CALIFORNIA
JULY 2017
BELLECCI & ASSOCIATES, INC.
CONCORD

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 JAMES AND TATIANA ARELLANO IN JULY 2015; THAT THE SURVEY IS TRUE AND COMPLETE AS SHOWN; THAT
THE SURVEY WAS CONDUCTED IN ACCORDANCE WITH THE PROVISIONS OF STATE LAWS AND LOCAL ORDINANCES GOVERNING THE
SUBDIVISION MAP ACT AND THAT THE MONUMENTS ARE, OR WILL BE, SUFFICIENT TO
ENABLE THE SURVEY TO BE RETRACED.



DATE:
CITY COUNCIL STATEMENT
I, VOURGOSH ROHANI, PUBLIC WORKS DIRECTOR OF THE CITY OF OAKLEY, HEREBY STATE THAT THE CITY COUNCIL OF
THE CITY OF OAKLEY HAS APPROVED THE TENTATIVE MAP OF MINOR SUBDIVISION MS 14-978 BELLA ESTATES ON
OCTOBER 15, 2014, WHICH INCLUDES THIS SUBDIVISION UPON WHICH THIS PARCEL MAP WAS BASED.

DAVID TWA
CLERK OF THE BOARD OF SUPERVISORS
CONTRA COSTA COUNTY, STATE OF CALIFORNIA
I HEREBY STATE, AS CHECKED BELOW THAT
() A TAX BOND ASSURING PAYMENT OF ALL TAXES WHICH ARE NOW A LIEN, BUT NOT YET
RECEIVED AND FILED WITH THE BOARD OF SUPERVISORS OF CONTRA COSTA COUNTY,
STATE OF CALIFORNIA.

DAVID TWA
CLERK OF THE BOARD OF SUPERVISORS
CONTRA COSTA COUNTY, STATE OF CALIFORNIA
BY:
DEPUTY CLERK
SOALS REPORT
A SOALS REPORT ON WAS PREPARED BY STEVEN FERRONE AND BAILEY DATED AUGUST 13, 2015. PROJECT NO.
888-1, SIGNED BY TAWANG CHEN AND KEVIN C. FERRONE AND HAS BEEN FILED AT THE OFFICE OF THE CITY
ENGINEER.

CITY ENGINEER'S STATEMENT
I, VOURGOSH ROHANI, CITY ENGINEER OF THE CITY OF OAKLEY, DO HEREBY STATE THAT I HAVE EXAMINED THIS MAP
ENTITLED "MINOR SUBDIVISION MS 14-978 BELLA ESTATES" THAT SAID PARCEL MAP AS SHOWN HEREON IS IN
SUBSTANTIAL CONFORMANCE WITH THE TENTATIVE PARCEL MAP APPROVED BY THE CITY OF OAKLEY CITY COUNCIL
ON FEBRUARY 10, 2015; AND THAT ALL PROVISIONS OF STATE LAWS AND LOCAL ORDINANCES WHICH GOVERNED THE
FILING OF PARCEL MAPS AT THE TIME SAID TENTATIVE PARCEL MAP WAS APPROVED HAVE BEEN COMPLIED WITH.

DAVID TWA
CLERK OF THE BOARD OF SUPERVISORS
CONTRA COSTA COUNTY, STATE OF CALIFORNIA
BY:
DEPUTY COUNTY RECORDER
COUNTY RECORDER
STATE OF CALIFORNIA

RECORDED AT THE REQUEST OF NORTH AMERICAN TITLE COMPANY, AT _____ OF PARCEL MAPS, AT PAGE _____
IN THE OFFICE OF THE COUNTY RECORDER OF CONTRA COSTA COUNTY, STATE OF CALIFORNIA.

ASDELL E. CANDAMILLA
COUNTY RECORDER
CONTRA COSTA COUNTY, STATE OF CALIFORNIA
BY:
DEPUTY COUNTY RECORDER

DATE:
CITY COUNCIL STATEMENT
I, LIBBY VREONIS, CITY CLERK AND CLERK OF THE COUNCIL OF THE CITY OF OAKLEY, DO HEREBY CERTIFY THAT
THE HEREIN EMBODIED PARCEL MAP ENTITLED "MINOR SUBDIVISION MS 14-978, BELLA ESTATES", CONSISTING OF
TWO (2) SHEETS, THIS STATEMENT BEING ON SHEET ONE (1), THEREOF, WAS PRESENTED TO THE CITY COUNCIL, AS
PROVIDED BY LAW, AT A REGULAR MEETING THEREOF HELD ON THE _____ DAY OF _____, 2015, AT _____
MEETING, APPROVE SAID MAP AND DO ACCEPT, SUBJECT TO IMPROVEMENT ANY OF THE STREETS, ROADS, AVENUES,
OR EASEMENTS SHOWN THEREON AS DEDICATED TO PUBLIC USE.

I FURTHER STATE THAT ALL AGREEMENTS AND SURETY AS REQUIRED BY LAW TO ACCOMPANY THE WITHIN PARCEL
MAP HAVE BEEN APPROVED BY THE CITY COUNCIL OF THE CITY OF OAKLEY AND ARE FILED IN MY OFFICE.
IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND THIS _____ DAY OF _____, 20____.

LIBBY VREONIS
CITY CLERK OF THE COUNCIL OF THE
CITY OF OAKLEY, COUNTY OF CONTRA COSTA,
STATE OF CALIFORNIA
FRANCIS JOSEPH KENNEDY
ACTING CITY SURVEYOR
R.C.E. NO. 21771
DATE:
CITY SURVEYOR'S STATEMENT
I, FRANCIS JOSEPH KENNEDY, ACTING CITY SURVEYOR OF THE CITY OF OAKLEY, DO HEREBY STATE THAT I HAVE
EXAMINED THIS MAP ENTITLED "MINOR SUBDIVISION MS 14-978 BELLA ESTATES" AND I AM SATISFIED THAT SAID
MAP IS TECHNICALLY CORRECT.

DATE:
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OWNER'S STATEMENT
THE UNDERSIGNED, BEING THE PARTIES HAVING A RECORD TITLE INTEREST IN THE LANDS DELINEATED AND EMBRACED
WITHIN THE HEAVY BLACK LINES UPON THIS MAP DO HEREBY CONSENT TO THE MAKING AND RECORDATION OF THE
MINOR SUBDIVISION MAP OF OAKLEY FOR PUBLIC USE THOSE PORTIONS OF SAID LANDS
DESIGNATED ON SAID MAP AS "WATER LINE".

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

STATE OF _____
COUNTY OF _____
I, _____, BEFORE ME, _____, A NOTARY PUBLIC,
DO SOLEMNLY AFFIRMED THAT _____ WHO PRESENTS TO ME AS A NOTARY PUBLIC,
AND ACKNOWLEDGED TO ME THAT HE/SHE/THEY EXECUTED THE SAID INSTRUMENT 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 _____ THAT THE
FOREGOING PARAGRAPH IS TRUE AND CORRECT.

WITNESS MY HAND:
SIGNATURE:
NAME (PRINT):
PRINCIPAL COUNTY OF BUSINESS:
MY COMMISSION NUMBER:
MY COMMISSION EXPIRES:
CITY CLERK'S STATEMENT
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DAVID TWA
CLERK OF THE BOARD OF SUPERVISORS
CONTRA COSTA COUNTY, STATE OF CALIFORNIA
BY:
DEPUTY COUNTY RECORDER
COUNTY RECORDER
STATE OF CALIFORNIA

RECORDED AT THE REQUEST OF NORTH AMERICAN TITLE COMPANY, AT _____ OF PARCEL MAPS, AT PAGE _____
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ASDELL E. CANDAMILLA
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DAVID TWA
CLERK OF THE BOARD OF SUPERVISORS
CONTRA COSTA COUNTY, STATE OF CALIFORNIA
BY:
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COUNTY RECORDER
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CITY CLERK OF THE COUNCIL OF THE
CITY OF OAKLEY, COUNTY OF CONTRA COSTA,
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ASDELL E. CANDAMILLA
COUNTY RECORDER
CONTRA COSTA COUNTY, STATE OF CALIFORNIA
BY:
DEPUTY COUNTY RECORDER

BASIS OF BEARINGS:

THE BASIS OF BEARINGS FOR THIS SURVEY IS DETERMINED BY FOUND MONUMENTS ALONG THE MONUMENT LINE OF MILDRED DRIVE AS SHOWN HEREON. THE BEARING BEING 88°22'41" W PER SUBDIVISION 7945 COUNTRY PLACE UNIT II FILED JUNE 25, 1986 IN BOOK 387 OF MAPS AT PAGE 38.

REFERENCES:

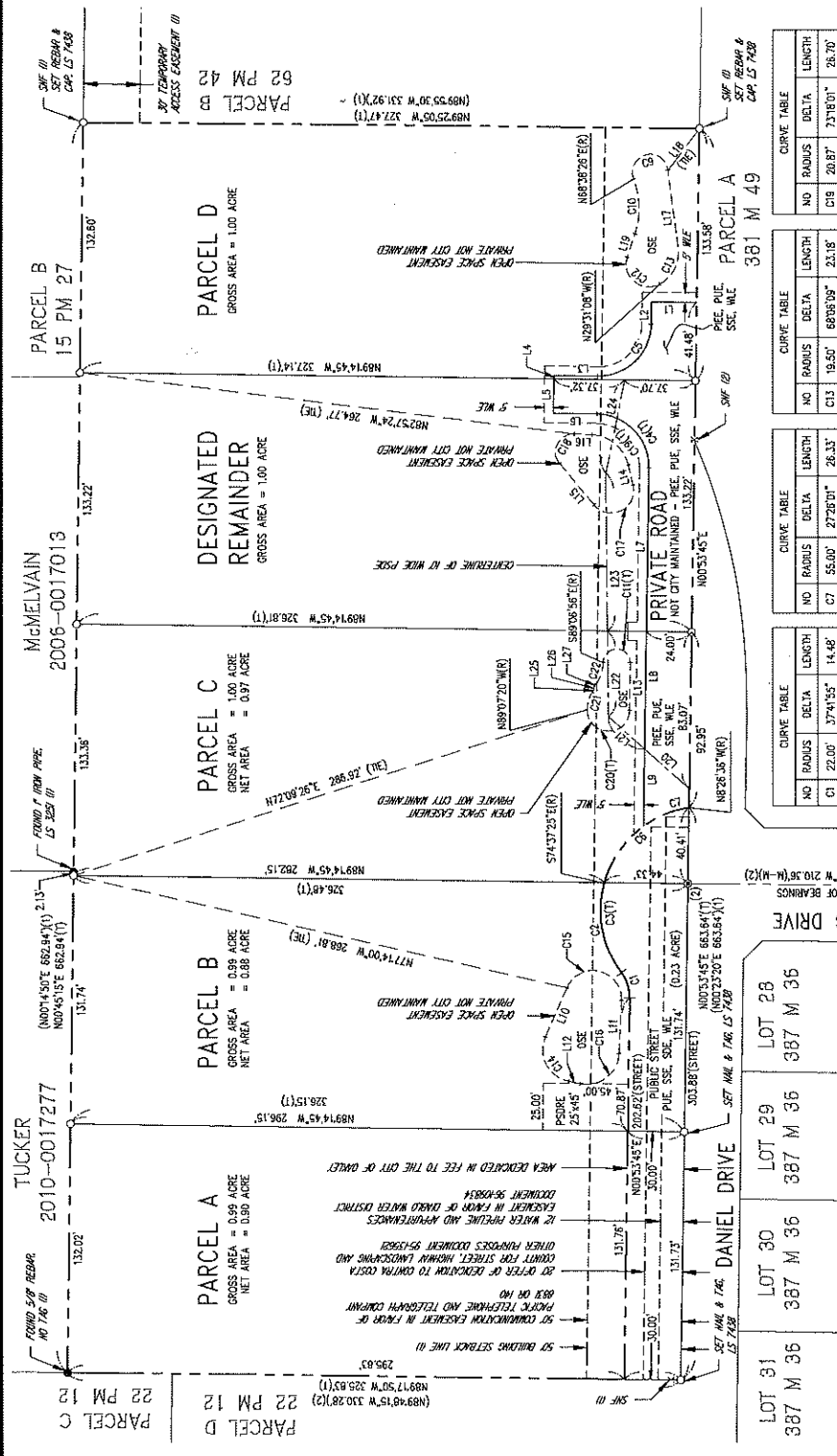
- (1) INDICATES REFERENCE NUMBER
- (A) PARCEL MAP SUBDIVISION MS 98-77 (62 PM 42)
- (2) SUBDIVISION 7945 COUNTRY PLACE UNIT II (387 M 36)
- (3) PARCEL MAP NO. 148-70 (15 PM 27)
- (4) DOCUMENT NO. 2010-17277
- (5) DOCUMENT NO. 2006-17013
- (6) PARCEL MAP U.S. 98-72 (22 PM 12)

EASEMENT NOTE:

APPOINTMENT EASEMENT FOR PERPETUAL 25' WIDE EASEMENT FOR PRIVATE VEHICULAR AND PEDESTRIAN PURPOSES IN FAVOR OF UNITED STATES OF AMERICA DEPARTMENT OF ENERGY, WESTERN AREA POWER ADMINISTRATION PER DOCUMENT 2010-0001950.

LEGEND

- SUBDIVISION BOUNDARY LINE
- LOT LINE
- EASEMENT LINE
- MONUMENT LINE
- TOTAL
- (1) RADIAL
- (6) FOUND STANDARD STREET MONUMENT
- FOUND 9/8" REBAR, OR AS NOTED
- SET 5/8" REBAR AND CAP, LS 7438, OR AS NOTED
- x SEARCHED FOR NOT FOUND
- OPEN SPACE EASEMENT
- PRIVATE NOT CITY MAINTAINED
- OFFICIAL RECORDS
- OR
- PRE PRIVATE VEHICULAR AND PEDESTRIAN ACCESS/EGRESS EASEMENT, NOT CITY MAINTAINED
- PSDE PRIVATE VEHICULAR AND PEDESTRIAN ACCESS/EGRESS EASEMENT, NOT CITY MAINTAINED
- PSRE PRIVATE SURFACE DRAINAGE RELEASE EASEMENT, NOT CITY MAINTAINED
- PUE PUBLIC UTILITY EASEMENT
- SUE STORM DRAIN EASEMENT
- SNF SANITARY FOR NOT FOUND
- SSE SANITARY SEWER EASEMENT
- WLE WATER LINE EASEMENT



CURVE TABLE

NO	RADIUS	DELTA	LENGTH
C18	20.87	23°18'01"	28.70
C20	11.24	179°59'13"	35.31
C21	20.00	28°38'52"	10.00
C22	19.94	35°03'20"	12.20

CURVE TABLE

NO	RADIUS	DELTA	LENGTH
C13	19.50	68°05'09"	23.18
C14	17.16	101°17'03"	30.13
C15	15.10	158°19'05"	41.89
C16	17.09	98°23'51"	29.65
C17	12.00	154°01'46"	32.26
C18	9.50	137°40'13"	22.00

CURVE TABLE

NO	RADIUS	DELTA	LENGTH
C7	55.00	27°26'01"	28.33
C8	55.00	52°10'46"	50.09
C9	9.90	183°44'17"	32.17
C10	43.00	39°35'41"	29.72
C11	7.20	160°00'00"	22.62
C12	12.00	137°45'16"	28.85

CURVE TABLE

NO	RADIUS	DELTA	LENGTH
C1	22.00	37°41'55"	14.48
C2	55.00	52°10'46"	50.09
C3	55.00	118°21'14"	113.82
C4	28.00	90°00'00"	43.98
C5	55.00	69°10'48"	63.53

LINE TABLE

NO	BEARING	LENGTH
L21	S48°15'25"E	25.65
L22	S00°34'28"E	48.45
L23	S00°34'28"E	83.33
L24	S11°12'41"W	50.35
L25	S22°33'30"E	1.50
L26	N14°06'12"E	1.70
L27	S35°58'24"W	1.47

LINE TABLE

NO	BEARING	LENGTH
L11	S02°40'50"W	28.37
L12	N77°55'19"W	6.21
L13	N00°55'04"E	25.18
L14	N13°47'00"W	10.85
L15	S39°45'14"E	28.45
L16	N87°05'01"W	9.51
L17	N07°37'17"W	41.25
L18	S37°26'15"W	27.51
L19	S18°14'08"W	13.07
L20	S48°15'25"E	31.73

LINE TABLE

NO	BEARING	LENGTH
L1	S89°06'15"E	24.07
L2	N00°55'45"E	11.87
L3	S89°06'15"E	22.89
L4	S00°53'45"W	17.91
L5	S05°53'45"W	18.21
L6	S89°06'15"E	23.00
L7	N00°55'45"E	86.89
L8	S00°53'45"W	62.26
L9	S00°53'45"W	40.84
L10	N32°17'44"E	28.40

**PARCEL MAP
MINOR SUBDIVISION MS 14-978
BELLA ESTATES**

BEING A SUBDIVISION OF PARCEL "A" AS SHOWN ON THE PARCEL MAP OF SUBDIVISION MS 98-77 AS FILED IN BOOK 62 OF PARCEL MAPS AT PAGE 42, CONTRA COSTA COUNTY RECORDS

CITY OF OAKLEY
CONTRA COSTA COUNTY, CALIFORNIA
JULY 2017
SCALE: 1"=40'
BELLECCI & ASSOCIATES, INC.
CONCORD

