



STAFF REPORT

Date: Tuesday, November 18, 2014

To: Bryan Montgomery, City Manager

From: Kevin Rohani, Public Works Director/City Engineer

Subject: Subdivision Improvement Agreement, and Final Map for Subdivision 8994 (The Reserve at Parklands, south end of Teton Road)

Approved and Forwarded to City Council:


Bryan H. Montgomery, City Manager

Background and Analysis

On April 12, 2004 the City Council adopted Resolution 27-04 conditionally approving the tentative map for Subdivision 8737, a 166-lot residential subdivision east of Marsh Creek and south of Parklands at Laurel Creek (Subdivision 6963). On February 28, 2005 the City Council adopted Resolution 19-05 which approved a final map for the first phase of Subdivision 8737 which consisted of 58 lots.

A final map was prepared for the second phase known as Subdivision 8994, but due to the economic downturn it was never submitted to the City Council for approval. During 2006 the project was reviewed by staff and some changes were made by the Council related to the size and location of the park parcel, as well as other requirements set by the Conditions of Approval. The project was recently acquired by Richmond American Homes, and the grading, improvement plans and the final map were updated. At this time, the updated grading and improvement plans have been approved by the City Engineer and construction is underway.

Richmond American Homes has now requested approval by the City Council of the final map for Subdivision 8994 consisting of 109 lots and a 1.09 acre park parcel.

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

The Subdivision Improvement Agreement requires the sub-divider to complete the public improvements as required by the conditions of approval for Subdivision 8737. As part of this agreement, the sub-divider is required to provide various securities up to the amount of the estimated cost of public improvements and drainage, (currently estimated to be a total of \$2,788,857.00). None of these improvements have been completed and accepted at this time. The applicant is required to complete the public improvements within eighteen months in accordance with the Subdivision Map Act

(Government Code §66410) and the Subdivision Improvement Agreement. The City Engineer and City Surveyor have reviewed the tentative map approval documents and the final map. They have found the map to be technically correct, in substantial compliance with the conditionally approved tentative map, and all final map conditions of approval have been met (or are being secured by way of the agreements).

Fiscal Impact

There is no fiscal impact associated with this action.

Staff Recommendation

Staff recommends that the City Council adopt the Resolutions authorizing the City Manager to execute the Subdivision Improvement Agreement and approving the Final Map for Subdivision 8994.

Attachments

- 1) Subdivision Improvement Agreement (SIA)
- 2) Resolution for SIA
- 3) Resolution Approving the Final Map titled Subdivision 8994
- 4) Reduction of Subdivision 8994 Final Map

**CITY OF OAKLEY
SUBDIVISION IMPROVEMENT AGREEMENT
SUBDIVISION 8994**

This agreement is made and entered into this ____ day of _____, 20____ by and between the City of Oakley, a municipal corporation, hereinafter referred to as "CITY", and Richmond American Homes of Maryland, Inc., a Maryland Corporation, hereinafter referred to as "DEVELOPER".

RECITALS

WHEREAS, it has been determined by the City Council of the City of Oakley, State of California, that DEVELOPER, the subdivider of Subdivision 8994, desires to improve and dedicate those public improvements (hereafter "The Improvements") required by the conditions of approval for the project as adopted by the City of Oakley City Council via Resolution Number 27-04 and as modified by City Council Resolution Number 65-14 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 "Grading Plan Subdivision 8994" (Grading Plans), "Improvement Plans Subdivision 8994" (Improvement Plans) as prepared by Humann Company Inc., "Landscape Plans (New Teton)" and "Landscape Plans (Old Teton)" prepared by VanderToolen & Associates, 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 27-04 have been satisfied, but nevertheless, DEVELOPER desires to file a final 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 the aforementioned Improvement Plans 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

set forth in Paragraph 2 and sufficient to assure CITY that The Improvements will be satisfactorily completed. A minimum of one percent (1%) of the security shall be a cash deposit.

- b. Labor and Materials. Either a cash deposit, a corporate surety bond issued by a company duly and legally licensed to conduct a general surety business in the State of California, or an instrument of credit equivalent to fifty percent (50%) of the estimate set forth in Paragraph 2 and sufficient to assure CITY that DEVELOPER'S contractors, subcontractors, and other persons furnishing labor, materials, or equipment shall be paid therefor.
- c. If required by CITY, a cash deposit, corporate surety bond, or instrument of credit sufficient to assure CITY that the surface water drainage of the subdivision shall not interfere with the use of neighboring property, including public streets and highways.

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

a. Prevailing Wage.

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

b. Insurance Required.

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

of approval of Tentative Map 8737 as set forth City Council Resolution Number 27-04 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 has commenced construction of The Improvements. DEVELOPER shall complete said work not later than 12 months following the date on which CITY executes this Agreement 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 \$490,600 for Grading, \$1,945,594 for Public Improvements, and \$352,663 for Public Landscaping. 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

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.

c. 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.

d. 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.

e. Agreement Assignment.

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

f. 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:

Richmond American Homes
Attn: Craig Merry
One Harbor Center, Ste. 100
Suisun, CA 94534

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

North American Specialty Insurance Company
650 Elm Street
Manchester, NH 03101
Ph.: (603) 644-6600

With a copy to:

Marsh USA, Inc.
1225 17th St., Ste 1300
Denver, CO 80202-5534
Ph.: (303) 308-4500

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.

g. 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.

h. 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.

i. 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.

j. 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.

k. 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.

l. 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.

m. Recitals.

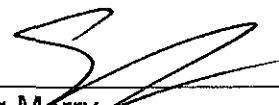
The foregoing Recitals are true and correct and are made a part hereof.

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



Craig Merry
Division President, Northern
California Division
Richmond American Homes of
Maryland, Inc., a Maryland
Corporation

APPROVED AS TO FORM:

Derek P. Cole
City Attorney

ATTEST:

Libby Vreonis, City Clerk

- Exhibits: Exhibit A – City of Oakley, City Council, Resolution 27-04
 Exhibit B – Prevailing Wage
 Exhibit C - Insurance Requirements
 Exhibit D - Verification of Required Insurance

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

State of California

County of Solano

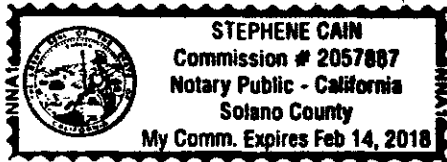
On 10/30/14 before me,

Stephene Cain
Here Insert Name and Title of the Officer

personally appeared

Craig Merry
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:

Stephene Cain

Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____ Signer's Name: _____

Corporate Officer — Title(s): _____ Corporate Officer — Title(s): _____

Individual Individual

Partner — Limited General Partner — Limited General

Attorney in Fact Attorney in Fact

Trustee Trustee

Guardian or Conservator Guardian or Conservator

Other: _____ Other: _____

Signer Is Representing: _____ Signer Is Representing: _____

EXHIBIT A
(RESOLUTION 27-04)

EXHIBIT B

PROVISIONS REQUIRED FOR PUBLIC WORKS PROJECTS PURSUANT TO CALIFORNIA LABOR CODE SECTION 1720 *ET SEQ.*

The Developer will ensure that any contract issued by the Developer or any parties of the Developer concerning the Improvements includes, and requires the parties to such contract to comply with, all applicable provisions contained in this Exhibit A and any other applicable requirements contained in California Labor Code Section 1720 and following.

HOURS OF WORK:

- A. In accordance with California Labor Code Section 1810, eight (8) hours of labor in performance of the Services shall constitute a legal day's work under this Agreement.
- B. In accordance with California Labor Code Section 1811, the time of service of any worker employed in construction of the Improvements is limited to eight hours during any one calendar day, and forty hours during any one calendar week, except in accordance with California Labor Code Section 1815; which provides that work in excess of eight hours during any one calendar day and forty hours during any one calendar week is permitted upon compensation for all hours worked in excess of eight hours during any one calendar day and forty hours during any one calendar week at not less than one-and-one-half times the basic rate of pay.
- C. The Developer and its contractors and subcontractors shall forfeit as a penalty to the City \$25 for each worker employed in the construction of the Improvements for each calendar day during which the worker is required or permitted to work more than eight (8) hours in any one calendar day, or more than forty (40) hours in any one calendar week, in violation of the provisions of California Labor Code Section 1810 and following.

WAGES:

- A. In accordance with California Labor Code Section 1773.2, the City has determined the general prevailing wages in the locality in which the Improvements are to be constructed for each craft or type of work needed to be as published by the State of California Department of Industrial Relations, Division of Labor Statistics and Research, a copy of which is on file in the City Engineer's office and shall be made available on request. The Developer, and contractors and subcontractors engaged in the construction of the Improvements shall pay no less than

these rates to all persons engaged in construction of the Improvements.

B. In accordance with Labor Code Section 1775, the Developer and any contractors and subcontractors engaged in construction of the Improvements shall comply with Labor Code Section 1775 which establishes a penalty of up to \$50 per day for each worker engaged in the construction of the Improvements who the Developer or any contractor or subcontractor pays less than the specified prevailing wage. The amount of such penalty shall be determined by the Labor Commissioner and shall be based on consideration of the mistake, inadvertence, or neglect of the Developer, contractor or subcontractor in failing to pay the correct rate of prevailing wages, or the previous record of the Developer, contractor or subcontractor in meeting applicable prevailing wage obligations, or the willful failure by the Developer, contractor or subcontractor to pay the correct rates of prevailing wages. A mistake, inadvertence, or neglect in failing to pay the correct rate of prevailing wages is not excusable if the Developer, contractor or subcontractor had knowledge of their obligations under the California Labor Code. The Developer, contractor or subcontractor shall pay the difference between the prevailing wage rates and the amount paid to each worker for each calendar day or portion thereof for which each worker was paid less than the prevailing wage rate. If a subcontractor worker engaged in construction of the Improvements is not paid the general prevailing per diem wages by the subcontractor, subject to applicable law, the prime contractor is not liable for any penalties therefore unless the prime contractor had knowledge of that failure or unless the prime contractor fails to comply with all of the following requirements:

1. Any agreement executed between the Developer and a contractor or a contractor and a subcontractor for the construction of part of the Improvements shall include a copy of the provisions of California Labor Code Sections 1771, 1775, 1776, 1777.5, 1813, and 1815.
2. The contractor shall monitor payment of the specified general prevailing rate of per diem wages by the subcontractor by periodic review of any subcontractor's certified payroll records.
3. Upon becoming aware of a subcontractor's failure to pay the specified prevailing rate of wages, the contractor shall diligently take corrective action to halt or rectify the failure, including, but not limited to, retaining sufficient funds due the subcontractor for construction of the Improvements.
4. Prior to making final payment to the subcontractor, the contractor shall obtain an affidavit signed under penalty of perjury from the subcontractor that the subcontractor has paid the specified general

prevailing rate of per diem wages employees engaged in the construction of the Improvements and any amounts due pursuant to California Labor Code Section 1813.

- C. In accordance with California Labor Code Section 1776, the Developer and each contractor and subcontractor engaged in construction of the Improvements, shall keep accurate payroll records showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed in construction of the Improvements. Each payroll record shall contain or be verified by a written declaration that it is made under penalty of perjury, stating both of the following:
1. The information contained in the payroll record is true and correct.
 2. The employer has complied with the requirements of Sections 1771, 1811, and 1815 for any services performed by the employer's employees on the public works project.

The payroll records required pursuant to California Labor Code Section 1776 shall be certified and shall be available for inspection by the City and its authorized representatives, the Division of Labor Standards Enforcement, the Division of Apprenticeship Standards of the Department of Industrial Relations and shall otherwise be available for inspection in accordance with California Labor Code Section 1776.

- D. In accordance with California Labor Code Section 1777.5, the prime contractor, on behalf of the Developer and any contractors or subcontractors engaged in construction of the Improvements, shall be responsible for ensuring compliance with California Labor Code Section 1777.5 governing employment and payment of apprentices on public works contracts.
- E. In case it becomes necessary for the Developer or any contractor or subcontractor engaged in construction of the Improvements to employ on the construction of the Improvements any person in a trade or occupation (except executive, supervisory, administrative, clerical, or other non manual workers as such) for which no minimum wage rate has been determined by the Director of the Department of Industrial Relations, the Developer, contractor or subcontractor shall pay the minimum rate of wages specified therein for the classification which most nearly corresponds to services to be performed by that person. The minimum rate thus furnished shall be applicable as a minimum for such trade or occupation from the time of the initial employment of the person affected and during the continuance of such employment.

EXHIBIT C

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 D
VERIFICATION OF INSURANCE

RESOLUTION NO. XX-14

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OAKLEY APPROVING THE SUBDIVISION IMPROVEMENT AGREEMENT WITH RICHMOND AMERICAN HOMES OF MARYLAND, INC., A MARYLAND CORPORATION FOR SUBDIVISION 8994 (PHASE 2 OF SUBDIVISION 8737) AND AUTHORIZING THE CITY MANAGER TO SIGN THE AGREEMENT

WHEREAS, the City Council of the City of Oakley, California, wishes to enter into a Subdivision Improvement Agreement with Richmond American Homes for the development of a residential subdivision known as Subdivision 8994; and

WHEREAS, this agreement will require the developer to complete approximately \$2,788,857.00 in public improvements and drainage in accordance with the project conditions of approval and City standard construction design.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Oakley that the Subdivision Improvement Agreement with Richmond American Homes is hereby approved and the City Manager is hereby authorized to execute the Subdivision Improvement Agreement for the development of Subdivision 8994 in the form attached hereto as Exhibit A and is made part of this resolution.

PASSED AND ADOPTED by the City Council of the City of Oakley, California, this 18th day of November 2014 by the following vote:

AYES:

NOES:

ABSTENTIONS:

ABSENT:

APPROVED:

Randy Pope, Mayor

ATTEST:

Libby Vreonis, City Clerk

Date Attested

RESOLUTION NO. XX-14

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OAKLEY
APPROVING THE FINAL MAP OF SUBDIVISION 8994 (PHASE 2 OF
SUBDIVISION 8737)**

WHEREAS, Richmond American Homes of Maryland, Inc., a Maryland Corporation, has satisfied the necessary conditions of approval for Subdivision 8994, (phase 2 of Subdivision 8737) as approved by the City Council on April 12th, 2004 by Resolution Number 27-04; and

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

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

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Oakley that the final map labeled "Subdivision 8994", as prepared by Humann Company, Inc. be approved.

PASSED AND ADOPTED by the City Council of the City of Oakley, California, this 18th day of November 2014 by the following vote:

AYES:

NOES:

ABSTENTIONS:

ABSENT:

APPROVED:

Randy Pope, Mayor

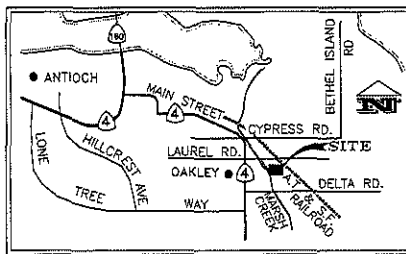
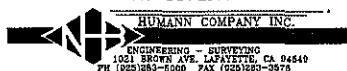
ATTEST:

Libby Vreonis, City Clerk

Date

SUBDIVISION 8994

BEING ALL OF PARCEL A AS SHOWN ON THE MAP ENTITLED "SUBDIVISION 8737", RECORDED ON MARCH 21, 2005 IN BOOK 476, PAGE 26, CONTRA COSTA COUNTY RECORDERS CITY OF OAKLEY * CONTRA COSTA COUNTY * CALIFORNIA AUGUST 2014



VICINITY MAP N.T.S.

OWNER'S STATEMENT

THE UNDERSIGNED, BEING THE PARTY HAVING A RECORD TITLE INTEREST IN THE LANDS DELINEATED AND EMBRACED WITHIN THE HEAVY BLACK LINES UPON THIS MAP, DOES HEREBY CONSENT TO THE MAKING AND RECORDEATION OF THE SAME; AND DOES HEREBY DEDICATE TO THE CITY OF OAKLEY IN FEE FOR PUBLIC USE THOSE PORTIONS OF SAID LANDS DESIGNATED ON SAID MAP AS HEAVENLY WAY, MINARET ROAD, SIERRA TRAIL ROAD, KINGS CANYON WAY, MUIR COURT, WHITNEY COURT, BRIDALVEIL WAY, TAMARACK ROAD AND TETON ROAD.

THE UNDERSIGNED HEREBY DEDICATE TO THE PUBLIC THE RIGHT TO CONSTRUCT, ACCESS AND MAINTAIN UNDERGROUND PUBLIC UTILITIES, INCLUDING GAS, ELECTRIC, TELEPHONE, CABLE T.V. IMPROVEMENTS AND ALL APPURTENANCES THERETO UNDER, ON, AND OVER THE AREA DESIGNATED AS FIVE FOOT WIDE PUBLIC UTILITY EASEMENT (5' PUE) ON THE HEREIN EMBODIED MAP.

THE AREAS MARKED "10' SDE" ARE DEDICATED TO THE CITY OF OAKLEY, OR ITS DESIGNEE, AND TO THE PUBLIC FOR PUBLIC USE FOR STORM, FLOOD AND SURFACE WATER DRAINAGE, INCLUDING CONSTRUCTION, ACCESS OR MAINTENANCE OF WORKS, IMPROVEMENTS AND STRUCTURES, WHETHER COVERED OR OPEN, OR THE CLEARING OF CONSTRUCTIONS AND VEGETATION.

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

THE UNDERSIGNED DO FURTHER RELINQUISH TO THE CITY OF OAKLEY ABUTTER'S RIGHT OF ACCESS TO TETON ROAD AND MARSH CREEK ALONG THE PROPERTY LINES ADJACENT TO SAID STREETS AND CREEK AS SHOWN ON THIS MAP WITH THIS SYMBOL: [Symbol]

THIS MAP SHOWS ALL EASEMENTS ON THE PREMISES OR OF RECORD.

OWNERS

RICHMOND AMERICAN HOMES OF MARYLAND, INC., A MARYLAND CORPORATION

BY: _____

OWNER'S ACKNOWLEDGMENT

STATE OF _____, SS.

COUNTY OF _____

ON _____ 20____, 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:

NOTARY'S SIGNATURE: _____

PRINTED NAME: _____

PRINCIPAL PLACE OF BUSINESS: _____

COMMISSION No.: _____

COMMISSION EXPIRATION DATE: _____

CITY ENGINEER'S STATEMENT

I, KOUROSH ROHANI, CITY ENGINEER OF THE CITY OF OAKLEY, DO HEREBY STATE THAT I HAVE EXAMINED THIS MAP ENTITLED "SUBDIVISION 8994" THAT SAID SUBDIVISION AS SHOWN IS IN SUBSTANTIAL CONFORMANCE WITH THE TENTATIVE MAP APPROVED BY THE CITY COUNCIL OF THE CITY OF OAKLEY AT A HEARING HELD ON APRIL 12, 2004; AND THAT ALL PROVISIONS OF STATE LAWS AND LOCAL ORDINANCES WHICH GOVERNED THE FILING OF SUBDIVISION MAPS AT THE TIME SAID TENTATIVE MAP WAS APPROVED HAVE BEEN COMPLIED WITH.

DATED: _____

KOUROSH ROHANI
CITY ENGINEER, CITY OF OAKLEY
CONTRA COSTA COUNTY,
STATE OF CALIFORNIA
R.C.E. NO. 51138
EXPIRATION DATE: SEPTEMBER 30, 2015

VACATION STATEMENT

THE THREE EMERGENCY VEHICULAR ACCESS AND TURNAROUNDS SHOWN AS "TEMPORARY EMERGENCY VEHICLE ACCESS EASEMENTS" ON THE MAP OF SUBDIVISION 8737 FILED IN BOOK 476, PAGE 26, OFFICIAL RECORDS ARE HEREBY VACATED WITH THE FILING OF THIS MAP.

CERTIFICATE OF DEDICATION FOR SAME PUBLIC PURPOSE

RICHMOND AMERICAN HOMES OF MARYLAND, INC. HAS DEDICATED TO THE CITY OF OAKLEY IN FEE HEREON CERTAIN PUBLIC RIGHTS OF WAY FOR HEAVENLY WAY, MINARET ROAD, SIERRA TRAIL ROAD, KINGS CANYON WAY, TETON ROAD, BRIDALVEIL WAY, MUIR COURT, WHITNEY COURT, TAMARACK ROAD, PARCELS A AND B; IN ADDITION TO EASEMENTS FOR PUBLIC UTILITIES. THE CITY OF OAKLEY SHALL RECONVEY THE PROPERTY TO RICHMOND AMERICAN HOMES OF MARYLAND, INC., ONE HARBOR CENTER, SUITE 100, SUGAR CA 94585 OR ITS SUCCESSOR IN INTEREST IF THE CITY OF OAKLEY SUBSEQUENTLY MAKES A DETERMINATION PURSUANT TO THE PROVISIONS OF SECTION 68477.5 OF THE SUBDIVISION MAP ACT THAT THE SAME PUBLIC PURPOSE FOR WHICH THE PROPERTY OR ANY PORTION THEREOF WAS DEDICATED FOR DOES NOT EXIST OR THE PROPERTY IS NOT NEEDED FOR PUBLIC UTILITIES.

CLERK OF THE BOARD OF SUPERVISORS STATEMENT

I STATE THAT WHICH IS CHECKED BELOW:

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

DATED: _____

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

BY: _____
DEPUTY CLERK

PRINT NAME _____

RECORDERS' STATEMENT

THE MAP ENTITLED SUBDIVISION 8994, IS HEREBY ACCEPTED FOR RECORDATION, SHOWING A CLEAR TITLE AS PER LETTER OF TITLE MADE BY FIRST AMERICAN TITLE COMPANY, DATED THE _____ DAY OF _____, 20____; AND AFTER EXAMINING THE SAME, I DEEM THAT SAID MAP COMPLIES IN ALL RESPECTS WITH THE PROVISIONS OF STATE LAWS AND LOCAL ORDINANCES GOVERNING THE FILING OF SUBDIVISION MAPS.

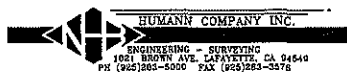
FILED AT THE REQUEST OF FIRST AMERICAN TITLE COMPANY AT _____ M. ON THE _____ DAY OF _____, 20____, IN BOOK _____ OF MAPS AT PAGE _____, IN THE OFFICE OF THE COUNTY RECORDER OF THE COUNTY OF CONTRA COSTA, STATE OF CALIFORNIA.

JOSEPH CANCEMIAMILLA
COUNTY RECORDER

BY: _____
DEPUTY COUNTY RECORDER

SUBDIVISION 8994

BEING ALL OF PARCEL A AS SHOWN ON THE MAP ENTITLED "SUBDIVISION 8737", RECORDED ON MARCH 21, 2006 IN BOOK 476, PAGE 28, CONTRA COSTA COUNTY RECORDERS CITY OF OAKLEY * CONTRA COSTA COUNTY * CALIFORNIA AUGUST 2014



CITY PLANNING COMMISSION STATEMENT

I, KOUROSH ROHANI, PUBLIC WORKS DIRECTOR OF THE CITY OF OAKLEY, DO HEREBY STATE THAT THE CITY OF OAKLEY HAS APPROVED THE TENTATIVE MAP FOR SUBDIVISION 8737 UPON WHICH THIS FINAL MAP WAS BASED.

DATE: _____

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

GEOTECHNICAL STATEMENT

A GEOTECHNICAL INVESTIGATION PREPARED BY MID PACIFIC ENGINEERING, INC., TITLED "GEOTECHNICAL ENGINEERING REPORT UPDATE, THE RESERVE AT OAKLEY, SUBDIVISION 8994, OAKLEY, CALIFORNIA", PROJECT NUMBER MPE 01695-01, DATED MAY 16, 2014 HAS BEEN RECEIVED AND APPROVED. SAID REPORT IS ON FILE IN THE CITY OF OAKLEY, CONTRA COSTA COUNTY, STATE OF CALIFORNIA.

ENGINEER'S STATEMENT

I, IZZAT NASHASHIBI, STATE THAT 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 BLUE MOUNTAIN HOMES, LLC, IN DECEMBER 2013; THAT THE SURVEY IS TRUE AND COMPLETE AS SHOWN; THAT MONUMENTS OF THE CHARACTER SHOWN ON THE FINAL MAP SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED WILL BE SET IN THE POSITIONS INDICATED ON OR BEFORE JUNE 2016, AND THAT THE AREA IS 25.95 ACRES, MORE OR LESS.

ALL BEARINGS OF THIS MAP ARE BASED ON THE CALIFORNIA COORDINATE SYSTEM, ZONE III (CCS 27).

DATED: _____

IZZAT NASHASHIBI
RCE NO. 29528 EXPIRES: 3-31-15



CITY SURVEYOR'S STATEMENT

I, FRANCIS JOSEPH KENNEDY, CITY SURVEYOR OF THE CITY OF OAKLEY, DO HEREBY STATE THAT I HAVE EXAMINED THE MAP ENTITLED "SUBDIVISION 8994" AND AM SATISFIED THAT SAID MAP IS TECHNICALLY CORRECT.

DATE: _____

FRANCIS JOSEPH KENNEDY
CITY SURVEYOR, CITY OF OAKLEY
CONTRA COSTA COUNTY,
STATE OF CALIFORNIA
R.C.E. NO. 21771
LICENSE EXPIRES: 09/30/15

CITY CLERK'S STATEMENT

I, LIBBY VREONIS, CITY CLERK AND CLERK OF THE COUNCIL OF THE CITY OF OAKLEY, COUNTY OF CONTRA COSTA, STATE OF CALIFORNIA, DO HEREBY CERTIFY THAT THE HEREIN EMBODIED FINAL MAP, ENTITLED "SUBDIVISION 8994", CONSISTING OF SEVEN (7) SHEETS, THIS STATEMENT BEING ON SHEET TWO (2) THEREOF, WAS PRESENTED TO THE CITY COUNCIL, AS PROVIDED BY LAW, AT A REGULAR MEETING THEREOF HELD ON THE _____ DAY OF _____, 20____, AND THAT SAID COUNCIL DID THEREUPON BY RESOLUTION NO. _____ PASSED AND ADOPTED AT SAID MEETING, APPROVE SAID MAP AND DO ACCEPT IN FEE, SUBJECT TO IMPROVEMENT ANY OF THE STREETS, ROADS, AVENUES, WAYS AND COURTS OR EASEMENTS SHOWN THEREON AS DEDICATED FOR PUBLIC USE, AND DO HEREBY ACCEPT PARCEL "A" AND PARCEL "B", IN FEE, FOR PUBLIC USE.

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

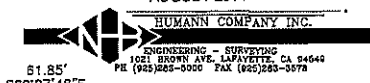
THE EMERGENCY VEHICULAR ACCESS AND TURNAROUND SHOWN AS EMERGENCY VEHICLE ACCESS EASEMENT ON SUBDIVISION 8737 IN BOOK 476 AND PAGE 28 OFFICIAL RECORDS IS HEREBY VACATED WITH THE FILING OF THIS MAP, PURSUANT TO SECTION 86499.20 OF THE GOVERNMENT CODE.

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

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

SUBDIVISION 8994

BEING ALL OF PARCEL A AS SHOWN ON THE MAP ENTITLED "SUBDIVISION 8737", RECORDED ON MARCH 21, 2005 IN BOOK 476, PAGE 26, CONTRA COSTA COUNTY RECORDERS CITY OF OAKLEY * CONTRA COSTA COUNTY * CALIFORNIA AUGUST 2014



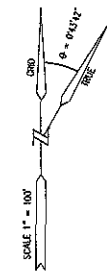
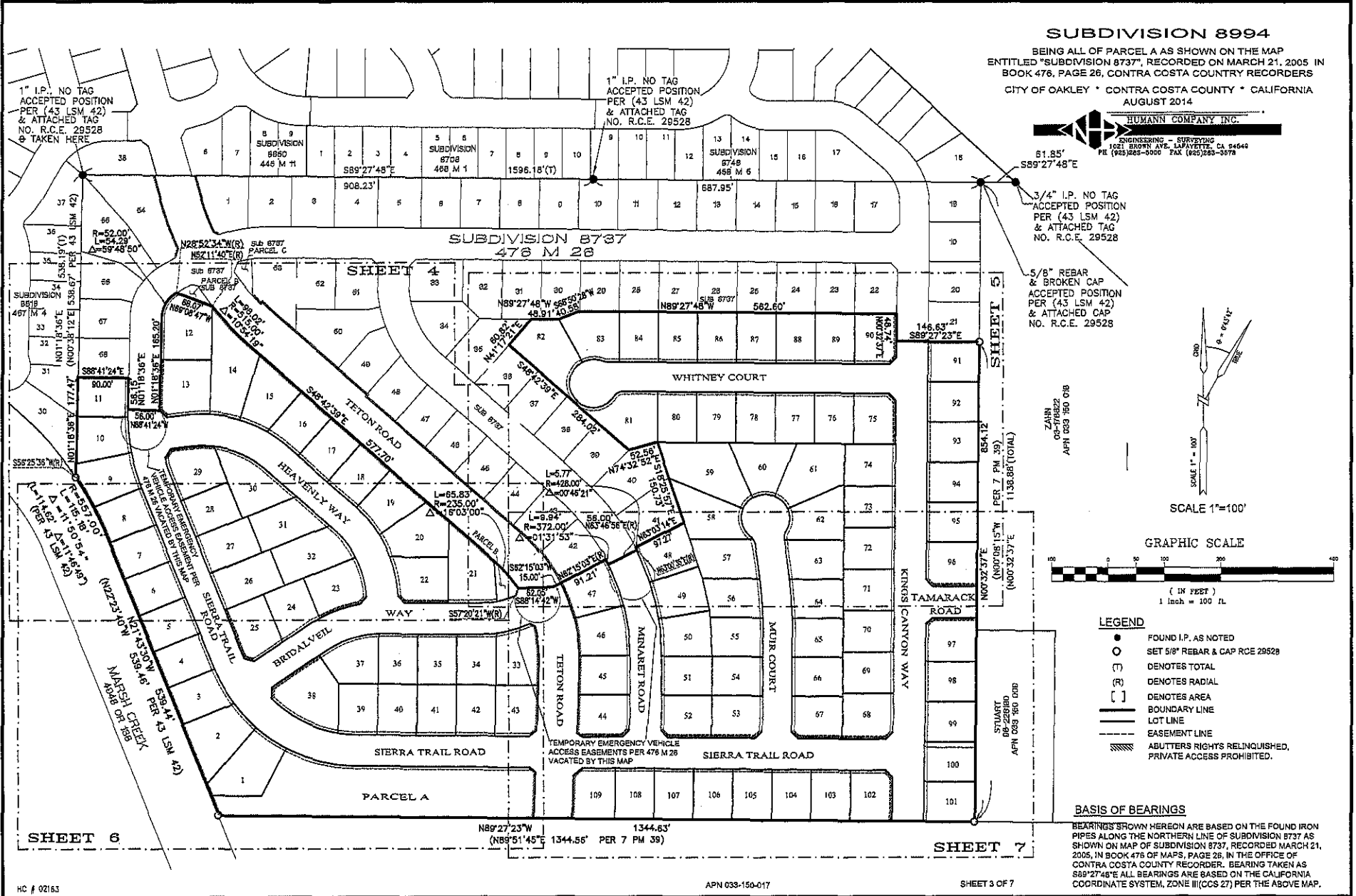
1" I.P. NO TAG ACCEPTED POSITION PER (43 LSM 42) & ATTACHED TAG NO. R.C.E. 29528 & TAKEN HERE

1" I.P. NO TAG ACCEPTED POSITION PER (43 LSM 42) & ATTACHED TAG NO. R.C.E. 29528

51.85' S89°27'48"E

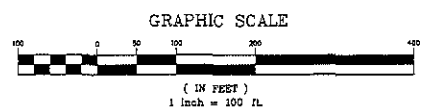
3/4" I.P. NO TAG ACCEPTED POSITION PER (43 LSM 42) & ATTACHED TAG NO. R.C.E. 29528

5/8" REBAR & BROKEN CAP ACCEPTED POSITION PER (43 LSM 42) & ATTACHED CAP NO. R.C.E. 29528



ZARR 03-178822 APN 033-150-018

SCALE 1"=100'



LEGEND

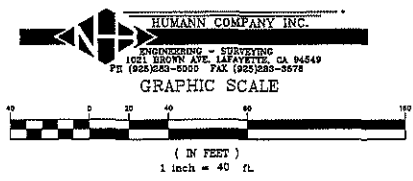
- FOUND I.P. AS NOTED
- SET 5/8" REBAR & CAP RCE 29528
- () DENOTES TOTAL
- (R) DENOTES RADIAL
- [] DENOTES AREA
- BOUNDARY LINE
- LOT LINE
- EASEMENT LINE
- //// ABUTTERS RIGHTS RELINQUISHED, PRIVATE ACCESS PROHIBITED.

BASIS OF BEARINGS

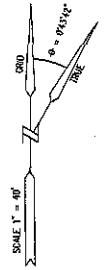
BEARINGS SHOWN HEREON ARE BASED ON THE FOUND IRON PIPES ALONG THE NORTHERN LINE OF SUBDIVISION 8737 AS SHOWN ON MAP OF SUBDIVISION 8737, RECORDED MARCH 21, 2005, IN BOOK 476 OF MAPS, PAGE 26, IN THE OFFICE OF CONTRA COSTA COUNTY RECORDER. BEARING TAKEN AS S89°27'48"E ALL BEARINGS ARE BASED ON THE CALIFORNIA COORDINATE SYSTEM, ZONE II (CCS 27) PER THE ABOVE MAP.

SUBDIVISION 8994

BEING ALL OF PARCEL A AS SHOWN ON THE MAP ENTITLED "SUBDIVISION 8737", RECORDED ON MARCH 21, 2005 IN BOOK 476, PAGE 26, CONTRA COSTA COUNTY RECORDERS CITY OF OAKLEY * CONTRA COSTA COUNTY * CALIFORNIA AUGUST 2014

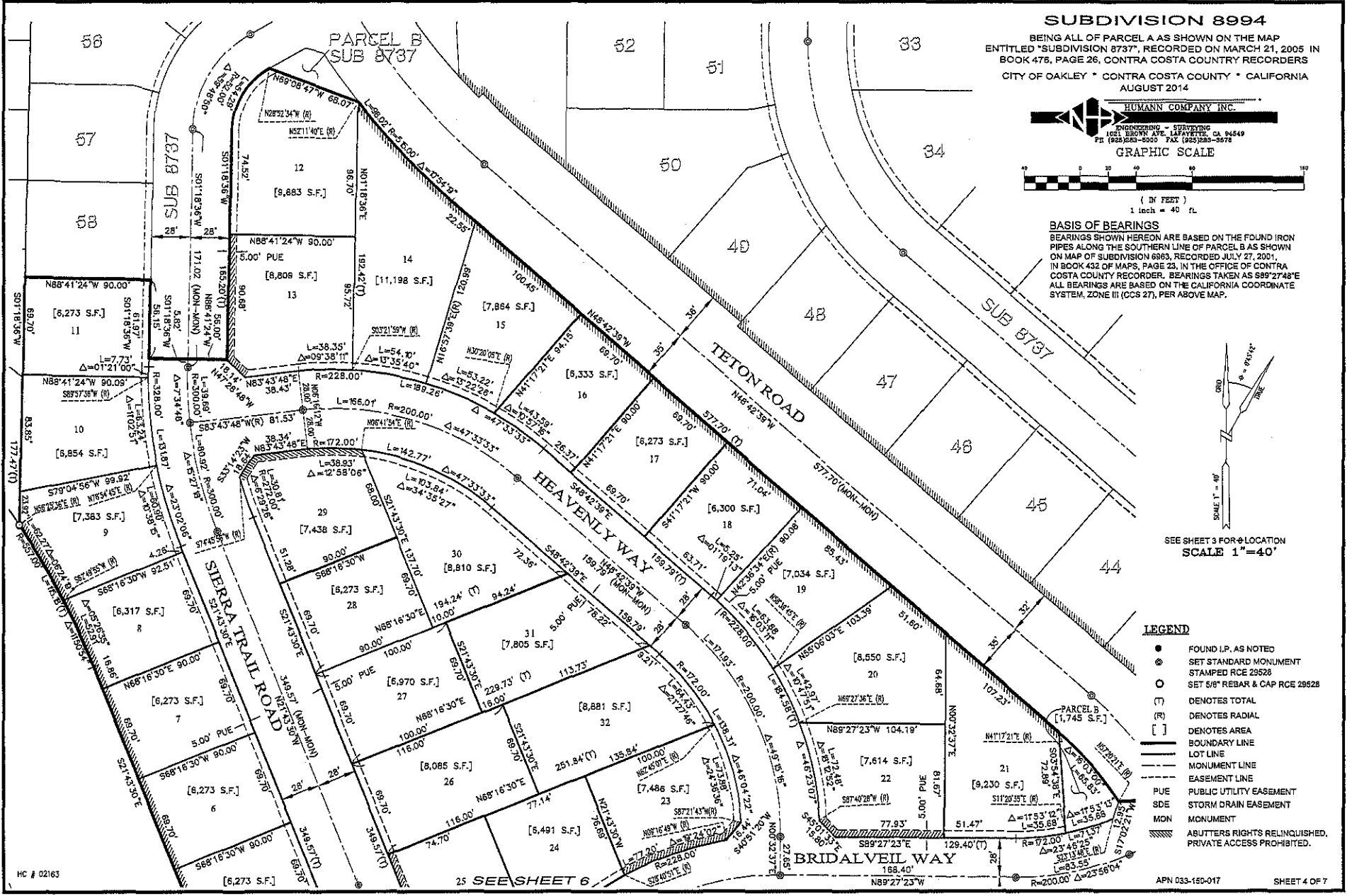


BASIS OF BEARINGS
BEARINGS SHOWN HEREON ARE BASED ON THE FOUND IRON PIPES ALONG THE SOUTHERN LINE OF PARCEL B AS SHOWN ON MAP OF SUBDIVISION 6863, RECORDED JULY 27, 2001, IN BOOK 432 OF MAPS, PAGE 23, IN THE OFFICE OF CONTRA COSTA COUNTY RECORDER. BEARINGS TAKEN AS S89°27'48"E ALL BEARINGS ARE BASED ON THE CALIFORNIA COORDINATE SYSTEM, ZONE III (CCS 27), PER ABOVE MAP.



SEE SHEET 3 FOR LOCATION
SCALE 1"=40'

- LEGEND**
- FOUND I.P. AS NOTED
 - ⊙ SET STANDARD MONUMENT STAMPED RCE 29526
 - SET 5/8" REBAR & CAP RCE 29528
 - (T) DENOTES TOTAL
 - (R) DENOTES RADIAL
 - [] DENOTES AREA
 - BOUNDARY LINE
 - - - LOT LINE
 - - - MONUMENT LINE
 - - - EASEMENT LINE
 - - - PUE PUBLIC UTILITY EASEMENT
 - - - SDE STORM DRAIN EASEMENT
 - MON MONUMENT
 - /// ABUTTERS RIGHTS RELINQUISHED, PRIVATE ACCESS PROHIBITED.



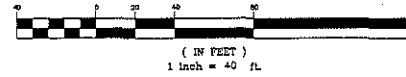
LEGEND

- ⊙ SET STANDARD MONUMENT STAMPED RCE 28528
- SET 5/8" REBAR & CAP RCE 29328
- (M) DENOTES TOTAL
- (R) DENOTES RADIAL
- [] DENOTES AREA
- BOUNDARY LINE
- LOT LINE
- EASEMENT LINE
- MONUMENT LINE
- PUE PUBLIC UTILITY EASEMENT
- SDE STORM DRAIN EASEMENT
- MON MONUMENT
- ABUTTERS RIGHTS RELINQUISHED, PRIVATE ACCESS PROHIBITED.

BASIS OF BEARINGS

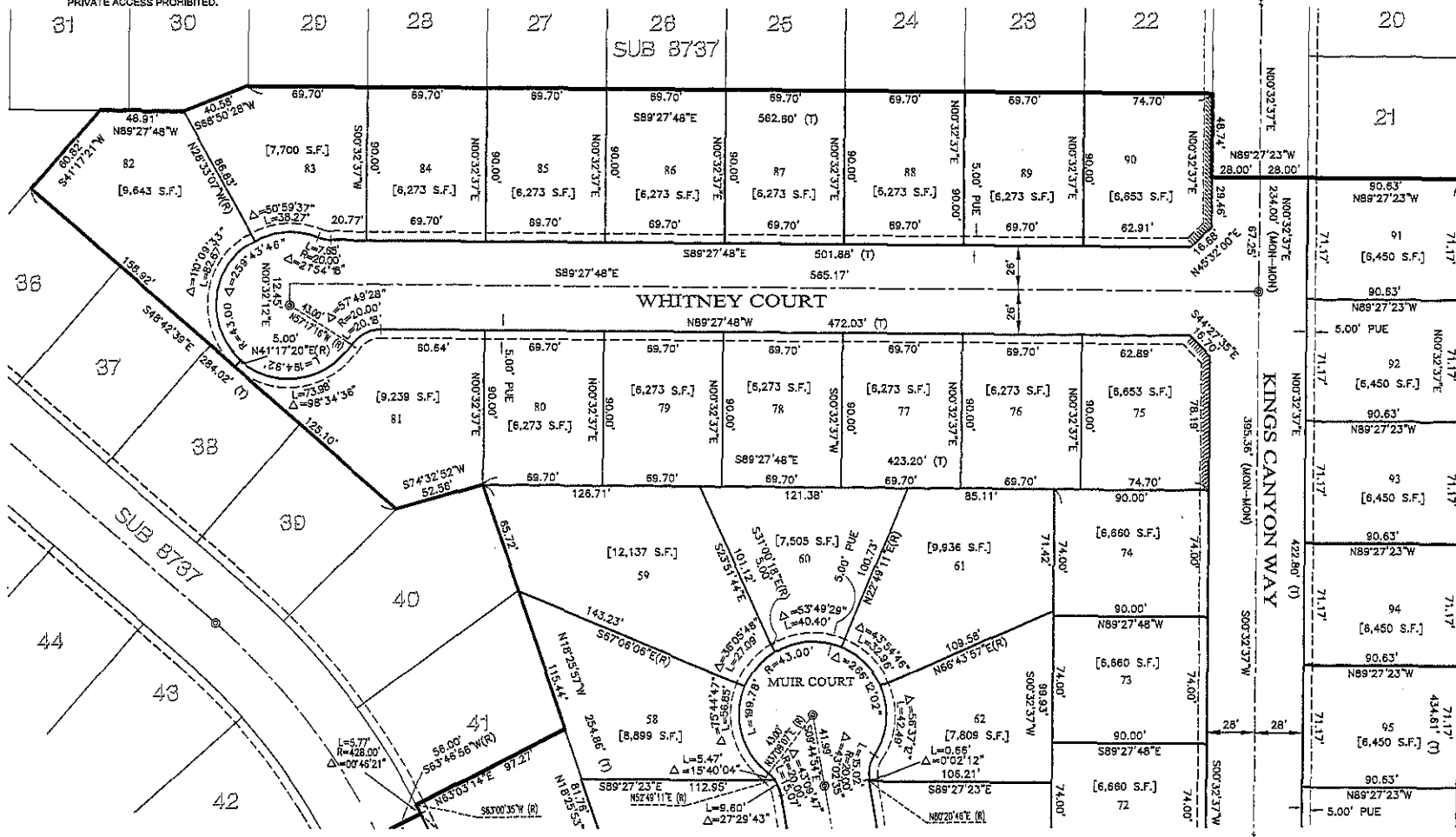
BEARINGS SHOWN HEREON ARE BASED ON THE FOUND IRON PIPES ALONG THE NORTHERN LINE OF SUBDIVISION 8737 AS SHOWN ON MAP OF SUBDIVISION 8737, RECORDED MARCH 21, 2005, IN BOOK 476 OF MAPS, PAGE 23, IN THE OFFICE OF CONTRA COSTA COUNTY RECORDER. BEARING TAKEN AS S89°27'48"E ALL BEARINGS ARE BASED ON THE CALIFORNIA COORDINATE SYSTEM, ZONE III (CCS 27) PER THE ABOVE MAP.

GRAPHIC SCALE

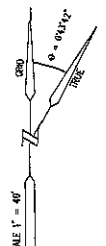


SUBDIVISION 8994

BEING ALL OF PARCEL A AS SHOWN ON THE MAP ENTITLED "SUBDIVISION 8737", RECORDED ON MARCH 21, 2005 IN BOOK 476 PAGE 26, CONTRA COSTA COUNTY RECORDERS CITY OF OAKLEY • CONTRA COSTA COUNTY • CALIFORNIA AUGUST 2014



ZAINH 09-17/8822



SEE SHEET 3 FOR LOCATION SCALE 1"=40'

SEE SHEET 7

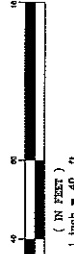
SUBDIVISION 8994

BEING ALL OF PARCEL A AS SHOWN ON THE MAP ENTITLED "SUBDIVISION 8737", RECORDED ON MARCH 21, 2008, IN BOOK 475 PAGE 26, CONTRA COSTA COUNTY RECORDERS CITY OF OAKLEY, CONTRA COSTA COUNTY, CALIFORNIA AUGUST 2014



HUMANN COMPANY INC.
 10217 BRIDGEWAY, SUITE 200, OAKLEY, CA 94649
 PH: (925)938-8000 FAX: (925)938-3575

GRAPHIC SCALE
 1 inch = 40 ft.



BASIS OF BEARINGS
 BEARINGS SHOWN HEREON ARE BASED ON THE FOUND IRON PIPES ALONG THE NORTHERN LINE OF SUBDIVISION 8737 AS SHOWN ON MAP OF SUBDIVISION 8737, RECORDED MARCH 21, 2008, IN BOOK 475 OF MAPS, PAGE 26, IN THE OFFICE OF CONTRA COSTA COUNTY RECORDER. BEARING TAKEN AS PER THE 1983 NAD 83 COORDINATE SYSTEM, ZONE 11(CCS 27) PER THE ABOVE MAP.

SEE SHEET 5

SEE SHEET 3 FOR ALLOCATION SCALE 1"=40'

- LEGEND**
- FOUND I.P. AS NOTED
 - SET STANDARD MONUMENT
 - SET 5/8" REBAR & CAP PCE 29528
 - (T) DENOTES TOTAL
 - (R) DENOTES RADIAL
 - DENOTES AREA
 - BOUNDARY LINE
 - LOT LINE
 - MONUMENT LINE
 - EASEMENT LINE
 - PUBLIC UTILITY EASEMENT
 - SIDE STORM DRAIN EASEMENT
 - MONUMENT
 - ABUTTER'S RIGHTS RELINQUISHED, PRIVATE ACCESS PROHIBITED.

