



STAFF REPORT

Date: Tuesday, March 25, 2014
To: Bryan H. Montgomery, City Manager
From: Kevin Rohani, Public Works Director/City Engineer

Approved and Forwarded to City Council:

Bryan H. Montgomery, City Manager

SUBJECT: Reimbursement Agreement and Dedication Agreement with Forecast Land Investment, LLC related to Improvements Associated with Laurel Road Widening Project - CIP No. 124 and Forecast Land Investment, LLC owned parcel at northwest corner of Laurel Road and Rose Avenue (APN 035-220-032)

Background and Analysis

The City's adopted FY 2013/14 Capital Improvement Program (CIP) Budget designates funding for various infrastructure repair and replacement projects. This is consistent with the City's goals to improve the quality of the City's public infrastructure and to enhance the quality of life for our residents.

Forecast Land Investment, LLC (Forecast) is the owner of parcel number 035-220-032. In 2010, the City Council adopted Resolution No. 40-10 conditionally approving Rosewood Estates Subdivision Tentative Map 8787 (Rosewood) to subdivide a 13.9-acre parcel into 61 lots. The conditions of approval require by the developer, a right of way dedication. The conditions of approval for the project require, among other things, construction of the frontage improvements along Laurel Road for an 82-ft wide curb-to-curb roadway within a 138-ft wide right of way, including a 16-ft wide landscaped median, curb, and 6-ft detached sidewalk.

The City's CIP Laurel Road Widening – CIP 124 Project includes these improvements. The City's municipal code allows the City to complete frontage improvements in advance of a development and to receive reimbursement by the property owner at the time development occurs. To clarify the responsibilities of each party, Staff and Forecast have negotiated a reimbursement and right of way dedication agreement.

The Dedication Agreement (attached to the Resolution as Exhibit A) accepts from Forecast, the property required to construct CIP No. 124 adjacent to parcel 035-220-032. The Reimbursement Agreement (attached to the Resolution as Exhibit B) sets forth that Forecast will reimburse the City for the work that would have been completed with the construction of the Rosewood Subdivision. Based on the recent

bid that the City received, the total estimated cost of the improvements which Forecast is responsible for is \$741,693.98.

Fiscal Impact

There are no fiscal impacts associated with the dedication agreement, as Forecast dedicated the right of way to the City free of charge. Pursuant to the Reimbursement Agreement, Forecast, or any subsequent owner of said property, must reimburse the City for the actual costs associated with the improvements required in the Conditions of Approval of Resolution 40-10. The estimated reimbursement amount is \$741,693.98 and Forecast will reimburse the City in sixty one (61) equal payments, paid prior to issuance of each of the sixty one building permits, or in full five hundred forty eight (548) days after issuance of the first building permit, whichever comes first.

Recommendation

Staff recommends that the City Council adopt the resolution approving the Dedication Agreement, approving the Reimbursement Agreement, and authorizing the City Manager to execute said agreements.

Attachments

- 1) Resolution with Dedication and Reimbursement Agreements

RESOLUTION NO. -14

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OAKLEY
APPROVING A DEDICATION AGREEMENT AND A REIMBURSEMENT
AGREEMENT WITH FORECAST LAND INVESTMENT, LLC RELATED TO
APN 035-220-032 (ROSEWOOD SUBDIVISION TENTATIVE MAP 8787) AND
CAPITAL IMPROVEMENT PROGRAM LAUREL ROAD WIDENING
PROJECT - CIP NO.124**

WHEREAS, in 2010, the City of Oakley adopted Resolution 40-10 approving Rosewood Estates Subdivision Tentative Map 8787 to subdivide a 13.9-acre parcel into 61 lots; and

WHEREAS, the conditions of approval for the above referenced project require, among other requirements, the construction of Laurel Road frontage improvements adjacent to the parcel; and

WHEREAS, the City's adopted 5 Year Capital Improvement Program (CIP) includes Project No. 124 for the widening and improvement of Laurel Road from O'Hara Avenue to Rose Avenue; and

WHEREAS, Section 6.3.126 of the City's Municipal Code allows for the City to construct frontage improvements that would otherwise be the responsibility of development to be completed by the City in advance of development and seek reimbursement at the time development occurs; and

WHEREAS, CIP No. 124 includes improvements and requires right of way that were included in Resolution 40-10 as being a condition of development; and

WHEREAS, the City and Forecast Land Investment, LLC have negotiated a Dedication Agreement clarifying terms of the right of way dedication; and

WHEREAS, the City and Forecast Land Investment, LLC have negotiated a Reimbursement Agreement clarifying terms of the reimbursement.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Oakley that the Dedication Agreement with Forecast Land Investment, LLC dedicating the property required to construct CIP No. 124 adjacent to 035-220-032 is hereby approved and the City Manager is authorized to execute said Agreement. A copy of the Dedication Agreement is attached hereto as Exhibit A.

BE IT FURTHER RESOLVED that the Reimbursement Agreement with Forecast Land Investment, LLC related to APN 035-220-032, Laurel Road, and CIP No. 124 is hereby approved and the City Manager is authorized to execute said Agreement. A copy of the Reimbursement Agreement is attached hereto as Exhibit B.

PASSED AND ADOPTED by the City Council of the City of Oakley at a meeting held on the 25th of March 2014 by the following vote:

AYES:
NOES:
ABSENT:
ABSTENTIONS:

APPROVED:

Randy Pope, Mayor

ATTEST:

Libby Vreonis, City Clerk

Date

WHEN RECORDED MAIL

TO:

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

RECORDING REQUESTED BY:

City of Oakley
3231 Main Street
Oakley, CA 94561

A.P.N. 035-220-032

SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE

**CITY OF OAKLEY
DEDICATION AGREEMENT**

THIS AGREEMENT is made and entered into the ___ day of _____, 201_, by and between the City of Oakley, a municipal corporation (“CITY”) and Forecast Land Investment, LLC, a California Limited Liability Corporation (“GRANTOR”). This Agreement is made with reference to the following facts:

WHEREAS, GRANTOR is the legal owner of real property located in the County of Contra Costa and the City of Oakley, State of California and commonly known as APN 035-220-032 (“GRANTOR’s Parcels”); and,

WHEREAS, GRANTOR desires to dedicate to, and CITY desires to accept, a portion of GRANTOR’s Parcel, described in Exhibit A and shown in Exhibit B, for use as right of way for the CITY’s Laurel Widening Project (the “Project”); and,

WHEREAS, in consideration of GRANTOR’s dedication, CITY has agreed to install certain public improvements at CITY’s cost and expense, and to retain its right to seek reimbursement for the cost of installing these improvements pursuant to a separate Reimbursement Agreement.

In consideration of the mutual promises and consideration contained in this Agreement, the parties mutually agree as follows:

1. Entire Agreement

This is the entire agreement between the parties and consideration for the GRANTOR’s dedication of right of way to CITY. CITY shall not have any further obligations regarding acquisition of the property. This Agreement may only be amended in writing.

2. GRANTOR shall

- A. Dedicate to CITY fee simple title at no cost or expense to CITY other than as specified in Paragraph 3 herein, the real property described in Exhibit “A” and shown in Exhibit “B” (the “Property”). GRANTOR shall make the dedication within thirty (30) calendar days

NO OBLIGATION OTHER THAN SET FORTH HEREIN WILL BE RECOGNIZED

after the Effective Date of this Agreement. GRANTOR is responsible for payment of all property taxes, assessments and liens, if any, until the date the dedication is made.

B. Ensure that there are no oral or written leases on all or any portion of the Property.

3. CITY shall

A. Pay all recording and title insurance charges, if any, incurred in this transaction.

B. Pay for and construct any and all improvements to the Property necessary to complete the Project, including but not limited to pavement, sidewalk, curb, gutter, utilities, landscaping, and any other public facilities necessary to complete the Project.

C. Have the right to enter on and use the Property, including the right to remove and dispose of improvements, and relocate, install and connect utilities upon receipt of the dedication.

D. Provide park fee credit to GRANTOR for the value of 12,897 sq ft of property as depicted as Parcel 'A' on Subdivision 8787.

4. Binding on Successors and Assigns

This Agreement shall be binding on and inure to the benefit of the respective heirs, successors and assigns of the parties to this Agreement.

5. Approval of CITY

GRANTOR understands that this Agreement is subject to approval by the City Council of the City of Oakley and this Agreement will not be effective unless and until such approval has been obtained.

Signature Page to Immediately Follow

NO OBLIGATION OTHER THAN SET FORTH HEREIN WILL BE RECOGNIZED

IN WITNESS WHEREOF, the City of Oakley and the Grantor have executed this Agreement.

CITY OF OAKLEY:

GRANTOR:

By: _____
Bryan H. Montgomery
City Manager

By: _____
Signature

LOUIS PARSONS
Name

ATTEST:

AUTHORIZED AGENT
Title

By: _____
Libby Vreonis, City Clerk

APPROVED AS TO FORM:

By: _____
Derek P. Cole, City Attorney

NO OBLIGATION OTHER THAN SET FORTH HEREIN WILL BE RECOGNIZED

EXHIBIT "A"**FEE RIGHT-OF-WAY (APN 035-220-032)**

All that property situate in the County of Contra Costa, State of California described as follows:
Being a portion of that certain parcel of land granted to Forecast Land Investment, LLC, a California limited liability company, by deed recorded April 16, 2004 as Document No. 2004-135823, Official Records, Contra Costa County, more particularly described as follows:

Beginning at the southeast corner of said parcel of land (2004-135823), said point also being a point on the northerly line of Laurel Road per deed dated July 29, 1903 and recorded August 13, 1903 in Volume 99 of Deeds, at Page 242; thence, along said northerly line and the southerly line of said parcel (2004-135823), North 89°29'59" West, distance of 936.61 feet, to a point on the westerly line of said parcel; thence, along said westerly line, North 01°01'13" East, distance of 190.51 feet; thence, leaving said westerly line, South 89°29'48" East, distance of 104.28 feet; thence, North 39°47'54" East, distance of 25.35 feet; thence, North 10°50'34" West, distance of 14.41 feet; thence, North 79°09'26" East, distance of 56.00 feet; thence, South 10°50'34" East, distance of 25.64 feet; thence, South 50°10'16" East, distance of 30.94 feet; thence, South 89°29'59" East, distance of 21.80 feet; thence, South 00°30'01" West, distance of 56.00 feet; thence, North 89°29'59" West, distance of 10.08 feet; thence, South 43°13'28" West, distance of 29.39 feet; thence, thence, along a non-tangent curve having radius 528.00 feet, from which the center bears South 85°56'55" West, through a central angle of 04°33'06", an arc distance of 41.95 feet; thence, South 00°30'01" West, distance of 4.51 feet; thence, South 44°29'21" East, distance of 38.18 feet; thence, South 89°29'59" East, distance of 385.27 feet, thence, North 81°02'16" East, distance of 60.83 feet; thence, South 89°29'59" East, distance of 43.19 feet; thence, South 82°22'29" East, distance of 80.62 feet; thence, South 89°29'59" East, distance of 128.96 feet; thence, North 46°00'10" East, distance of 23.29 feet to a point on the easterly line of said parcel; thence, along said easterly line, South 01°29'55" West, distance of 55.83 feet to the **Point of Beginning**.

Containing a total of 72,532 square feet, or 1.67 acres, more or less.

Exhibit 'B' attached and by this reference made a part hereof

This real property description has been prepared at Mark Thomas & Company, Inc., by me, or under my direction, in conformance with the Professional Land Surveyors Act.

Joel Garcia

Joel Garcia, LS 5285

License expires 12-31-15

February 7, 2014

Date





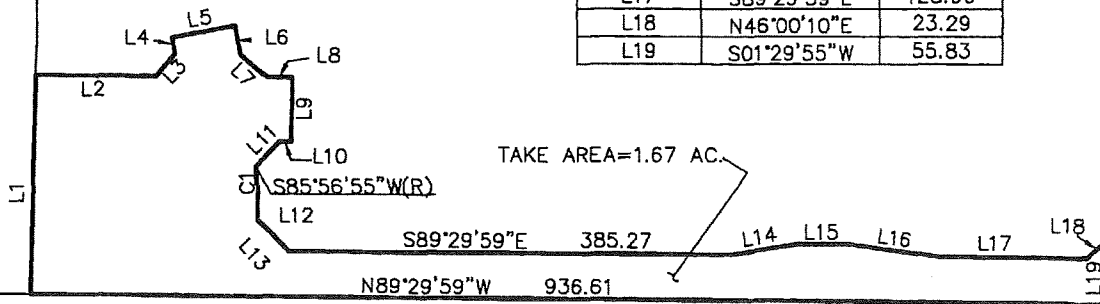
APN 035-220-005
LANDS OF MANN/FAVALORA TRUST
D.N. 2010-199439

CURVE TABLE			
CURVE	RADIUS	DELTA	LENGTH
C1	528.00	04°33'06"	41.95

APN 035-220-032
CITY OF OAKLEY

APN 035-220-032
LANDS OF FORECAST LAND
INVESTMENT, LLC
D.N. 2004-135823

LINE TABLE		
LINE	BEARING	LENGTH
L1	N01°01'13"E	190.51
L2	S89°29'48"E	104.28
L3	N39°47'54"E	25.35
L4	N10°50'34"W	14.41
L5	N79°09'26"E	56.00
L6	S10°50'34"E	25.64
L7	S50°10'16"E	30.94
L8	S89°29'59"E	21.80
L9	S00°30'01"W	56.00
L10	N89°29'59"W	10.08
L11	S43°13'28"W	29.39
L12	S00°30'01"W	4.51
L13	S44°29'21"E	38.18
L14	N81°02'16"E	60.83
L15	S89°29'59"E	43.19
L16	S82°22'29"E	80.62
L17	S89°29'59"E	128.96
L18	N46°00'10"E	23.29
L19	S01°29'55"W	55.83



ROSE AVENUE

LAUREL HEIGHTS
(364 M 24)

CLOVER-
BROOK AVE.

LAUREL ROAD

POB

LEGEND

- P.O.B. = POINT OF BEGINNING
- (R) = RADIAL BEARING
- AC. = ACRES

EXHIBIT "B"

FEE RIGHT-OF-WAY
LANDS OF FORECAST LAND INVESTMENT, LLC
APN 035-220-032

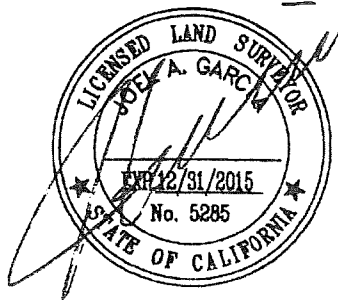


MARK THOMAS & COMPANY, INC.
Providing Engineering, Surveying, and Planning Services
3000 Oak Road
Walnut Creek, CA 94597
(925) 938-0383

DESIGNED BY <u>NLP</u>	APPROVED ON <u>02/07/14</u>
CKD. BY <u>JAG</u>	BY <u>JOEL A. GARCIA</u>
DATE <u>02/07/14</u>	LS NO. 5285
SCALE <u>1"=150'</u>	EXP. 12/31/15

JOB NO.
CC-10713

SHEET
1
OF
1



Parcel name: RW APN 035-220-032

North: 2182769.9908 East : 6214349.6228
Line Course: N 89-29-59 W Length: 936.61
 North: 2182778.1666 East : 6213413.0460
Line Course: N 01-01-13 E Length: 190.51
 North: 2182968.6447 East : 6213416.4381
Line Course: S 89-29-48 E Length: 104.28
 North: 2182967.7286 East : 6213520.7141
Line Course: N 39-47-54 E Length: 25.35
 North: 2182987.2051 East : 6213536.9403
Line Course: N 10-50-34 W Length: 14.41
 North: 2183001.3578 East : 6213534.2296
Line Course: N 79-09-26 E Length: 56.00
 North: 2183011.8922 East : 6213589.2298
Line Course: S 10-50-34 E Length: 25.64
 North: 2182986.7100 East : 6213594.0531
Line Course: S 50-10-16 E Length: 30.94
 North: 2182966.8930 East : 6213617.8138
Line Course: S 89-29-59 E Length: 21.80
 North: 2182966.7027 East : 6213639.6130
Line Course: S 00-30-01 W Length: 56.00
 North: 2182910.7048 East : 6213639.1240
Line Course: N 89-29-59 W Length: 10.08
 North: 2182910.7928 East : 6213629.0444
Line Course: S 43-13-28 W Length: 29.39
 North: 2182889.3770 East : 6213608.9164
Curve Length: 41.95 Radius: 528.00
 Delta: 4-33-06 Tangent: 20.98
 Chord: 41.93 Course: S 01-46-32 E
 Course In: S 85-56-55 W Course Out: S 89-29-59 E
 RP North: 2182852.0732 East : 6213082.2358
 End North: 2182847.4630 East : 6213610.2157
Line Course: S 00-30-01 W Length: 4.51
 North: 2182842.9532 East : 6213610.1763
Line Course: S 44-29-21 E Length: 38.18
 North: 2182815.7137 East : 6213636.9344
Line Course: S 89-29-59 E Length: 385.27
 North: 2182812.3506 East : 6214022.1896
Line Course: N 81-02-16 E Length: 60.83
 North: 2182821.8265 East : 6214082.2746
Line Course: S 89-29-59 E Length: 43.19
 North: 2182821.4494 East : 6214125.4634
Line Course: S 82-22-29 E Length: 80.62
 North: 2182810.7515 East : 6214205.3731
Line Course: S 89-29-59 E Length: 128.96
 North: 2182809.6258 East : 6214334.3264
Line Course: N 46-00-10 E Length: 23.29
 North: 2182825.8058 East : 6214351.0829
Line Course: S 01-29-55 W Length: 55.83
 North: 2182769.9908 East : 6214349.6228

Perimeter: 2363.65 Area: 72,532 Sq Ft 1.67 Ac.

WHEN RECORDED MAIL TO:

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

RECORDING REQUESTED BY:

City of Oakley
 3231 Main Street
 Oakley, CA 94561

A.P.N. 035-220-032

SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE

REIMBURSEMENT AGREEMENT RELATED TO SUBDIVISION 8787 (APN 035-220-032) AND CAPITAL IMPROVEMENT PROJECT NUMBER 124

THIS REIMBURSEMENT AGREEMENT ("**Agreement**") is entered into as of this ____ day of _____, 201_ by Forecast Land Investment, LLC, a California Limited Liability Corporation ("**Developer**") and the CITY OF OAKLEY, a municipal corporation in the State of California ("**City**").

RECITALS

A. Developer is the owner of approximately 13.9 acres of land in the City of Oakley, identified in the Vesting Tentative Map 8787, which was conditionally approved via City of Oakley Resolution No. 40-10 (the "**Approval**"), and Assessors Parcel Number 035-220-032 (the "**Property**"). Developer plans to develop the Property as a residential subdivision (the "**Project**").

B. The Approval for Project requires, among other things, Developer to construct the frontage of Laurel Road to City public road standards for an 82-foot wide curb to curb roadway within a 138-foot right of way including a 16-foot wide landscaped median, curb, 6-foot detached sidewalk (meandering within the landscape area so that the minimum landscape width is no less than 6-feet), parkway strip, right of way landscaping, necessary longitudinal and transverse drainage, pavement widening and conforms to existing improvements. The face of curb shall be located 41-feet from the centerline (the "**Improvements**"), as expressed by the Approval and specifically Condition Number 38. Pursuant to City policies and the Approval, Project is financially responsible for the curb, gutter, sidewalk, and landscaping on the project side of Laurel Road as well as the outside lane on the north side of the road (the "**Public Roadway Improvements**"). Construct a bus turnout on the north side of laurel Road west of Rose Avenue. Approval also requires Project to convey to the City, by offer of dedication, the necessary right of way for Laurel Road for the planned future half width of 63-feet along the project frontage, install streetlights along Laurel, submit and adhere to a stormwater control and erosion control plan, and design and construct storm drainage facilities.

C. The City's adopted Five-Year Capital Improvement Program includes Project Number 124, Laurel Road Widening (CIP 124). CIP 124 includes portions of Public

Roadway Improvements required of Project and will result in the widening of the north side of Laurel Road. Instead of waiting for Project to be implemented, City desires to construct CIP 124 in advance of Project. Section 6.3.126 of City's Municipal Code includes provisions whereby City may construct frontage improvements otherwise the obligation of a development as part of the Capital Improvement Program and seek reimbursement from developer at a later date.

D. The purpose of this Agreement is to clarify and define the terms of Developer's reimbursement to the City for Developer's share of CIP 124 based on the conditions of approval for Project, the City's Municipal Code, and the actual contract prices given by the City's contractors related to CIP 124.

NOW THEREFORE, for and in consideration of the mutual covenants and agreements contained in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

AGREEMENT

1. CONSTRUCTION OF PUBLIC ROADWAY IMPROVEMENTS. The City shall proceed to construct or cause to be constructed CIP 124, Laurel Road Widening as required by the project plans, specifications, contract documents and utility agreements for said project. Developer consents and agrees that CIP 124 includes portions of Public Roadway Improvements required for Project and Developer agrees to reimburse City agreed upon herein for Developer's share of CIP 124. Completion of the construction of CIP 124 shall be signified by recordation of a Notice of Completion with the Contra Costa County Clerk Recorder's Office. The area for frontage improvements is depicted and attached hereto as Exhibit A.

2. REIMBURSEMENT.

- a. In exchange for performance of the work and installation of the Public Roadway Improvements included as part of CIP 124, Developer shall reimburse City as further set forth herein ("**Reimbursement**"). The Reimbursement shall be for only the Public Roadway Improvements defined and included in CIP 124. Any additional Public Roadway Improvements associated with the Project shall remain the obligation of Project pursuant to Approval and any subsequent modifications or extensions thereof.
- b. The Reimbursement shall be paid on a pro-rata basis to the City upon issuance of building permits for the Rosewood Estates Project or no later than 365 days after issuance of the first building permit (Subdivision 8787).

3. REIMBURSEMENT AMOUNT. The City and Developer agree to the estimated Reimbursement amount of seven hundred forty one thousand six hundred ninety three dollars and ninety eight cents (\$741,693.98). Said amount includes all Public Roadway Improvements associated with CIP 124

and described herein. A general accounting of said estimated Reimbursement amount is attached hereto as Exhibit B.

4. NOTICES. Any notice to either Party shall be in writing and given by delivering the notice in person or by sending the notice by registered or certified mail or express mail, return receipt requested with postage prepaid, to the Party's mailing address, or transmitted by facsimile equipment if receipt is acknowledged. The respective mailing addresses and contact information of the Parties are, until changed, the following:

City: **Public Works Director/City Engineer**
Attn: Kevin Rohani
City of Oakley
3231 Main Street
Oakley, CA 94561

Developer: Discovery Builders
Attn: Albert Seeno
PO Box 4113
Concord, CA 94524-4113

5. RECORDATION OF AGREEMENT, BINDING ON SUCCESSORS AND ASSIGNS. Agreement shall be recorded in the chain of title for Property, such that Agreement will be identified in any title report prepared for a potential purchaser Property or any portion thereof. This Agreement shall be binding on and inure to the benefit of the respective heirs, successors and assigns of the parties to this Agreement.

6. SEVERABILITY. In the event any one or more of the provisions of the Agreement shall be held by a court of competent jurisdiction to be invalid, illegal or unenforceable, the remaining provisions of the Agreement shall remain in effect and the Agreement shall be read as though the offending provision had not been written or as the provision shall be determined by such court to be read.

7. GOVERNING LAW. This Agreement is made under, shall be governed by and construed in accordance with the laws of the State of California.

8. CONSTRUCTION. This Agreement has been reviewed and revised by legal counsel for both Developer and City and no presumption or rule that ambiguities shall be construed against the drafting party shall apply to the interpretation or enforcement of the Agreement.

9. MUTUAL RELEASE OF LIABILITY.

- a. Developer shall defend, indemnify and hold City and its directors, officers, employees, partners, contractors or agents, harmless from and against any and all claims, actions, causes of actions, demands, or liabilities of whatsoever kind and nature, including judgments, interest, reasonable attorneys' fees, and all other costs, fees, expenses, and charges to the

extent that such claims arise out of, were caused by, or result from any breach of the performance of this Agreement or the negligence, gross negligence, or willful misconduct of Developer, its directors, officers, employees, partners, contractors or agents.

- b. City shall defend, indemnify and hold Developer and its directors, officers, employees, partners, contractors or agents, harmless from and against any and all claims, actions, causes of actions, demands, or liabilities of whatsoever kind and nature, including judgments, interest, reasonable attorneys' fees, and all other costs, fees, expenses, and charges to the extent that such claims arise out of, were caused by, or result from any breach of the performance of this Agreement or the negligence, gross negligence, or willful misconduct of City, its directors, officers, employees, partners, contractors or agents.

10. FURTHER ASSURANCES. Each Party covenants, on behalf of itself and its successors and assigns, to take all actions and do all things, and to execute, with acknowledgment or affidavit if required, any and all documents, instruments and writings as may be necessary or proper to achieve the purposes and objectives of the Agreement.

11. WORK PERFORMANCE AND GUARANTEE. CITY provides no guarantee or warrantee for any work executed by CITY or CITY's agents associated with this agreement.

12. TIME OF ESSENCE. Time is of the essence for this Agreement.

13. RECITALS. All of the facts and background information set forth in the RECITALS, above, are incorporated into this Agreement and constitute a part hereof.

14. ATTORNEY'S FEES. In the event any action is commenced to enforce or interpret any term or condition of this Agreement, in addition to costs and any other relief, the prevailing party shall be entitled to reasonable attorney's fees. Jurisdiction and venue in the event of any legal action shall be in Contra Costa County, California.

15. ENTIRE AGREEMENT. This Agreement contains the entire agreement of the Parties hereto with respect to the matters contained herein.

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

Forecast Land Investment, LLC, a California Limited Liability Corporation

BY: _____

NAME: _____

TITLE: _____

(Two signatories required for corporation or attach corporate resolution for sole signatory)

BY: _____

NAME: _____

TITLE: _____

**CITY OF OAKLEY, a Municipal Corporation
in the State of California**

By: _____
Bryan H. Montgomery, City Manager

Attest:

Libby Vreonis, City Clerk





Approved as to Form:

Derek P. Cole, City Attorney

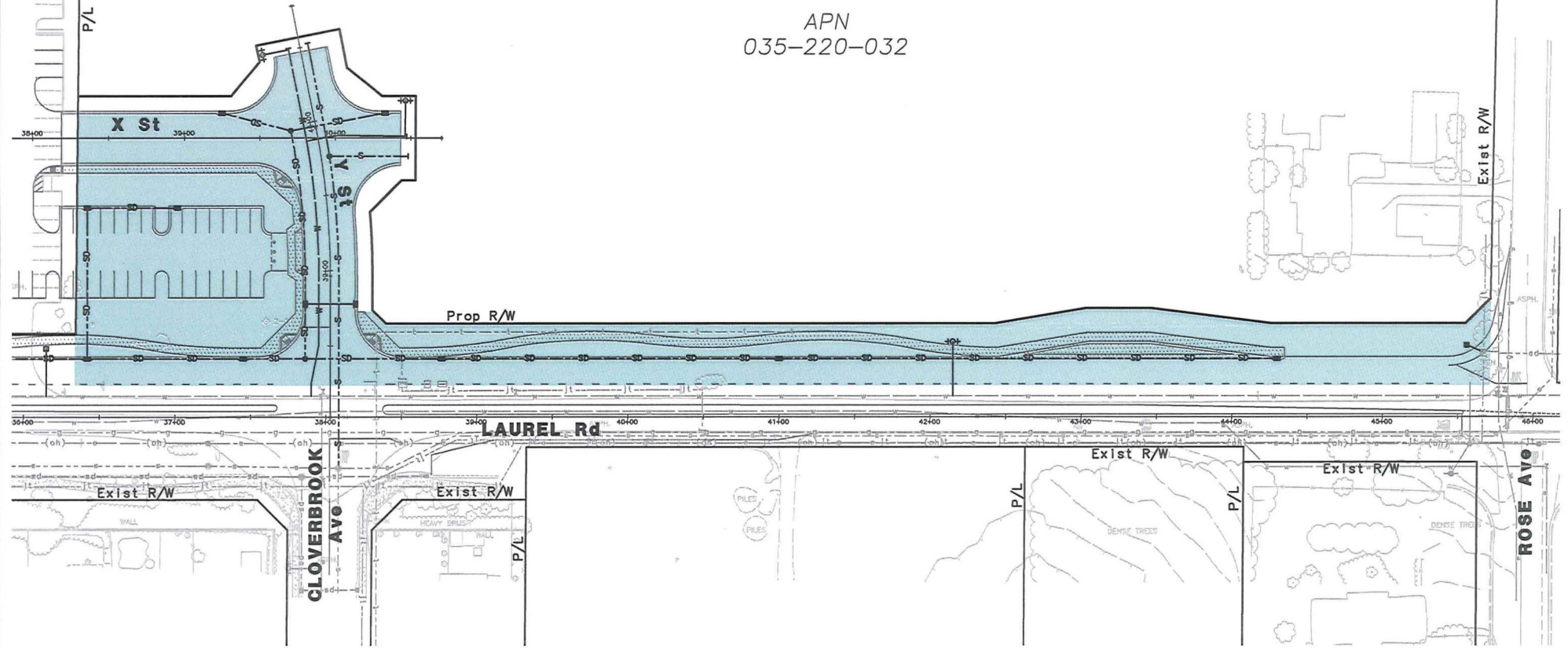
Exhibits: A – Estimated Reimbursement Worksheet

Exhibit A – Area of Frontage Improvements Related to CIP 124

APN
035-220-031

- LEGEND:**
-  PROPOSED STORM DRAIN
 -  PROPOSED SEWER
 -  PROPOSED WATER
 -  PROPOSED FRONTAGE IMPROVEMENT AREA

APN
035-220-032



SCALE: 1" = 100'
 DATE: FEB 2012
 FILE: CC-10110-020

**FRONTAGE IMPROVEMENT AREA
 ESTIMATE
 LAUREL ROAD WIDENING**



MARK THOMAS & COMPANY, INC.
 Providing Engineering, Surveying and Planning Services
 3000 OAK ROAD, SUITE 650
 WALNUT CREEK, CALIFORNIA 94597
 TEL: (925) 938-0383 FAX: (925) 938-0389

Exhibit B – Engineer’s Estimate of Frontage Improvements Related to CIP 124

*City of Oakley Public Works Department
 Laurel Road Widening Project, CIP # 124
 Frontage Improvements (APN 035-220-032) on Laurel Road
 Costs from Bid Submitted by DSS Company dba Knife River Construction March 13, 2014*

Clearing & Grubbing	91800	SF	\$ 0.30	\$ 27,540.00
Roadway Excavation	2230	CY	\$ 16.30	\$ 36,349.00
Aggregate Base (Class 2)	930	CY	\$ 47.50	\$ 44,175.00
Hot Mix Asphalt (Type A)	885	TON	\$ 73.25	\$ 64,826.25
PCC Pavement	100	CY	\$ 633.00	\$ 63,300.00
Curb & Gutter Mod (with CI 2 AB cushion)	1840	LF	\$ 44.00	\$ 80,960.00
Place Modified 6" AC Dike	200	LF	\$ 4.50	\$ 900.00
Concrete Sidewalk	6500	SF	\$ 5.90	\$ 38,350.00
Concrete Driveway	141	SF	\$ 17.00	\$ 2,397.00
Curb Ramp (Case A)	3	EA	\$ 2,450.00	\$ 7,350.00
18" HDPE	450	LF	\$ 36.00	\$ 16,200.00
36" HDPE	650	LF	\$ 91.00	\$ 59,150.00
42" HDPE	150	LF	\$ 118.00	\$ 17,700.00
Drainage Inlet (Type A)	4	EA	\$ 3,200.00	\$ 12,800.00
Drainage Inlet (Type A) w/ Manhole Base (Type II)	5	EA	\$ 4,000.00	\$ 20,000.00
Storm Drain Manhole (Type I)	1	EA	\$ 3,200.00	\$ 3,200.00
Storm Drain Manhole (Type II)	1	EA	\$ 3,900.00	\$ 3,900.00
8" PVC Sewer Pipe	336	LF	\$ 75.00	\$ 25,200.00
Manhole)	1	EA	\$ 2,550.00	\$ 2,550.00
6" PVC Pipe (Water)	75	LF	\$ 30.00	\$ 2,250.00
Fire Hydrant	3	EA	\$ 5,450.00	\$ 16,350.00
Hot Tap Existing 16" Water Main	1	EA	\$ 2,400.00	\$ 2,400.00
Street Lighting (48% of street lighting)	1300	LF	\$ 81,600.00	\$ 81,600.00
Irrigation (18% of irrigation)	18000	SF	\$ 16,020.00	\$ 16,020.00
Planting (18% of planting)	18000	SF	\$ 28,800.00	\$ 28,800.00
Minor Items (10% of Construction Items)	1	LS	\$ 67,426.73	\$ 67,426.73

Total

\$ 741,693.98