CITY of OAKLEY

A PLACE *for* FAMILIES *in the* HEART *of the* DELTA

Agenda Date: 07/14/2015
Agenda Item: 4.1

STAFF REPORT

Approved and forwarded to City Council

Bryan Montgomery, City Manager

Date: July 14, 2015

To: Bryan Montgomery, City Manager

From: Kenneth W. Strelo, Senior Planner

Project: Dal Porto South Subdivision 9401 Vesting Tentative Map and Development Agreement (TM 02-15 and DA 01-15)

Summary

The proposed project is a request for City Council approval of 1) a vesting tentative map subdividing approximately 183 acres into 403 residential lots, a neighborhood park, community park, lake, and other improvements consistent with Planning Area 3 of the adopted East Cypress Corridor Specific Plan, and 2) approval of a Development Agreement. The site is zoned SP-1 (East Cypress Corridor Specific Plan). The project area is located southwest of the Bethel Island Road and East Cypress Road intersection. 2989 East Cypress Road. APN 032-050-003.

Recommendation

Staff recommends the City Council 1) adopt a resolution approving Vesting Tentative Map 9401, as conditioned, and 2) waive the first reading and introduce the ordinance approving a development agreement between the City of Oakley and ACD-TI Oakley, LLC.

Background

Surrounding Uses

The 183-acre Dal Porto South property encompasses all of Planning Area 3 ("PA 3") of the East Cypress Corridor Specific Plan ("Specific Plan"). It is bordered on the west by the Contra Costa Canal, on the south by a portion of the approved Bethel Island, LLC. Subdivision 9156 (Planning Area 4 of the Specific Plan), to the north by existing rural residential properties of approximately 1 acre, and sometimes 2 acres, in size, and to the east by the existing Summer Lake South project (Planning Area 5 of the Specific Plan), which is surrounded by 300-year storm event levees, and is near completion of 628 single-family residential homes.

Figure 1. Land Use Planning Areas of the East Cypress Corridor Specific Plan

History on East Cypress Corridor Specific Plan Area

The East Cypress Corridor ("ECC") first became a part of Oakley's land use planning in 2002 when the City's General Plan was adopted and the area was included in the City's Planning Area. In August of 2003, the ECC was added to the City's Sphere of Influence through Contra Costa County Local Agency Formation Commission ("LAFCO") approval. Over the next few years the ECC Specific Plan ("ECCSP") and EIR were drafted and made available for public review and comments before being presented to the City Council for consideration.

In September of 2005, the City Council adopted Resolution No. 89-05 providing a Notice of Intent to LAFCO and other applicable agencies of its plans to initiate boundary reorganization proceedings to annex the ECCSP area into the City of Oakley. In March of 2006, the City Council held a public hearing and took the following actions in relation to the ECCSP project:

- Certified the ECCSP Final Environmental Impact Report ("EIR");
- Adopted the General Plan Amendment;
- Adopted the ECCSP;
- Adopted three resolutions authorizing the submittal of boundary reorganization applications to LAFCO for the ECCSP area; and
- Adopted the ECCSP pre-zoning.

In October of 2005, Areas I & II of the ECCSP were annexed into the City of Oakley. Areas along Dutch Slough Road and Sandmound Boulevard were not included in the annexation due to a failure to receive adequate property owner votes to annex those areas.

History of Environmental Impact Report

After the City Council certified the EIRs and approved the ECCSP entitlements, the certification of the EIR was challenged and in July of 2007, the Contra Costa superior Court found the Final EIR inadequate in two areas and issued a peremptory writ of mandate for Oakley to rescind the Final EIR certification, GP amendment, and Specific Plan adoption. In October of 2007, Oakley complied with Court Order and rescinded the applicable approvals. Upon rescinding the approvals, a Notice of Preparation for the ECCSP Supplemental EIR ("SEIR") was issued and public scoping meetings were held to receive comments. The Draft SEIR was released for comment in September of 2008 and in February and March of 2009, the Final SEIR was finalized and presented to the City Council for consideration.

In March of 2009, the City Council re-certified the ECC EIR and SEIR and adopted the Specific Plan. The SEIR was challenged, putting all entitlements on hold. The parties involved reached an agreement in June of 2011, and the applicable entitlements and certification of the EIR and SEIR were considered valid.

As of today, the environmental impact reports for the East Cypress Corridor Specific Plan area are certified and have passed the statute of limitations for challenges. The ECC Specific Plan is adopted and has been found to be in compliance with the certified EIRs. The Project is consistent with the ECC Specific Plan and EIRs.

Project Description

General Plan and Zoning/Specific Plan

General Plan: SP (Specific Plan) – The project site is designated as "SP" (Specific Plan) in the Oakley General Plan. The "SP" designation was approved through adoption of City Council Resolution 49-07, at which time other specific land use modifications were made to

the ECCSP area, including adding additional Commercial, Community Park, and Light Industrial acreage to the Specific Plan area.

Zoning: SP-1 (ECCSP) – The zoning classification for the project site is "SP-1" (ECCSP) District. The SP-1 District and ECCSP were approved with adoption of City Council Ordinance 10-09. The SP-1 District is further classified into land uses within the Specific Plan. The project site is located within "Planning Area – 3 (PA 3)" of the ECCSP, which is also referred to as "Dal Porto South."

Land Uses

The ECCSP includes all of PA 3 under one land use summary. Table 1 shows the total numbers approved for PA 3, and the numbers proposed in this application. As shown in the table, the proposed project is in substantial consistency with the conceptual land use plan for PA 3 of the ECCSP.

Table 1. Comparison of Planning Area 3 of ECCSP and Proposed Project

	PA 3 of ECCSP	***Proposed Project***
Parcel Size	182.5 acres	182.7 acres
Residential Acreage	116.8 acres	114.8 acres
Single Family (detached) Units	400 units	403 units
Community Park	12.2 acres	14.0 acres
Neighborhood Parks	11.0 acres	12.0 acres
Lake	10.4 acres	13.2 acres
Open Space/Easement	22.7 acres	14.9 acres
Gas Well Site	2.4 acres	5.0 acres

The proposed project also includes acreage for the 300-year storm event levees, and land to be dedicated to Bethel Island Road improvements along the eastern property line. Trails will be located within the open space/utility corridor that traverses the eastern portion of the project, around the lake area, and along the levee.

Residential Lot Types

All of the residential lots proposed for the subdivision will consist of single family residential homes. The vesting tentative map divides the proposed lots into three distinct categories defined by the minimum lot size within each, and classified as "High Density (6,000 sf. min. lot size), Medium Density (8,000 sf. min. lot size), and Low Density (15,000 sf. min. lot size). In general, the lots are clumped together with similar size lots, with the largest lots being located adjacent to and just south of the existing rural residential lots to the north. The 8,000 sf. minimum lots are mostly located west of the lake, and the 6,000 sf. minimum lots are south and east of the lake. For comparison, the smallest single-family residential lot allowed in the convention residential districts of the Oakley Municipal Code Zoning Ordinance is 6,000 sf. in the R-District. Only a Planned Development (P-1) District would allow smaller lot sizes than 6,000 sf. Table 2, shows the breakdown of the proposed lot sizes and number of units within each of them.

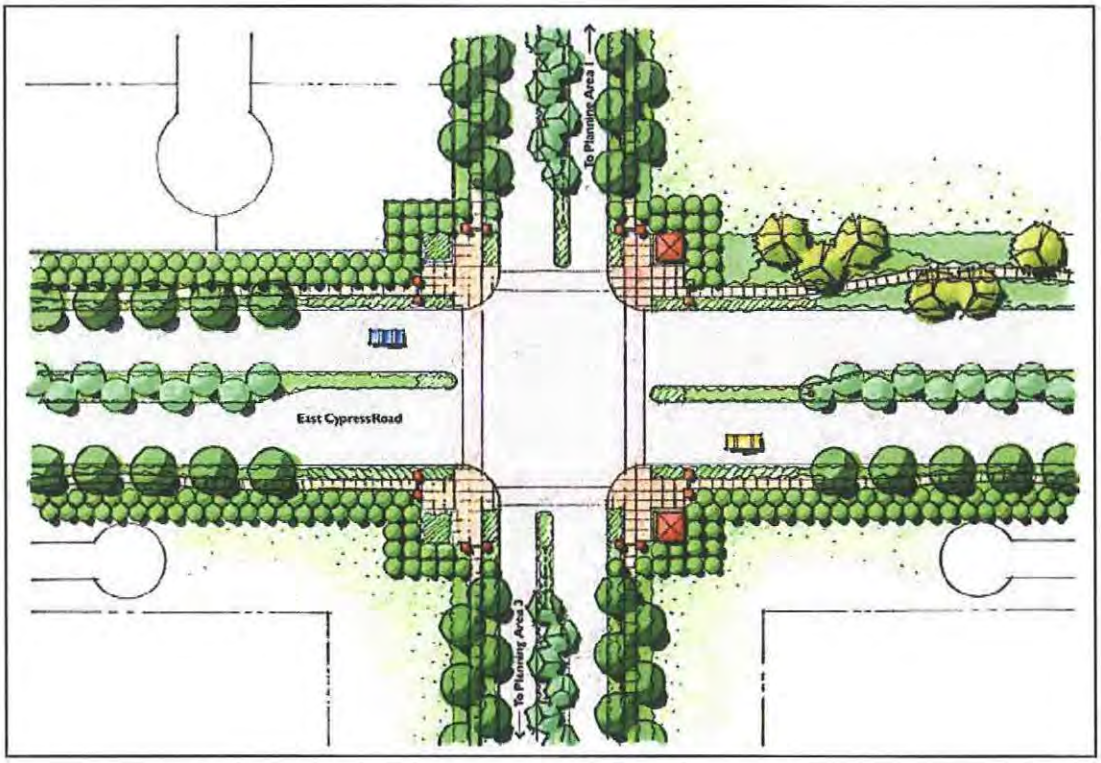
Table 2. Proposed Lot Sizes and Unit Count

	Min. Size (sf)	*No. of Lots/Units*
Single Family Residential – High Density	6,000	225
Single Family Residential – Medium Density	8,000	134
Single Family Residential – Low Density	15,000	44
		(Total) 403

Street Layout

The proposed map includes two main project collector roads: "A" Street, which will connect to East Cypress Road to the north in a 4-way intersection that will also access PA 1 north of East Cypress Road, and "B" Street, which will connect to the future Bethel Island Road to the east. Both of these streets will include landscaped entries designed consistent with Section 7.2.3 (Gateways, Entries, and Arrivals) of the Specific Plan. A roundabout is planned where "A" Street intersects with "E" Street, an internal local street. Figure 1 shows the ECCSP's Exhibit 61, which is a conceptual design for the Community Entries at East Cypress Road.

Figure 1. Community Entries at East Cypress Road



The subdivision is designed with an emphasis on long, loop-style roads. There are also 9 cul-de-sacs planned throughout the development. This designed street layout will allow most residents to gain access to and from their homes from various routes, which should reduce any singular local street being used as a main neighborhood thoroughfare. The curved, loop-style roads will reduce long stretches of straight roadways, which should help slow internal traffic down and provide a more interesting visual experience within the subdivision. Also, a condition of approval has been proposed that requires traffic calming measures consistent with the City's Neighborhood Traffic Management Program and Section 5.1.3 of the ECCSP.

Since the overall timing of the project and other projects in the specific plan is not known at this time, a condition of approval has been proposed that requires in addition to the East Cypress Road street connection, at least one additional street connection between project streets and other off-site public streets shall be provided during the first phase if feasible as determined by the City Engineer.

Levee Design and Location

New development in the ECCSP requires protection from potential flooding. The specific plan contains a conceptual levee plan to surround all of the developable properties that were annexed into the City. The proposed project shows new 300-year storm event levee constructed along the western border of the land proposed for development. Since there are no interim levees proposed to surround all sides of this project, it will rely on the perimeter levees associated with the remaining undeveloped Planning Areas prior to the construction of any homes.

Design Review

Design review, including house designs, conceptual front yard landscaping, wall and fence designs, and right of way landscaping has not been submitted with the vesting tentative map. A design review application will be required prior to construction of any structures or installation of landscaping. All design review is subject to Planning Commission/City Council approval.

Development Agreement

The applicant is requesting a development agreement with the City of Oakley in order to protect their development rights over a period of time they believe the project may take to complete. The applicant has proposed a term that would expire in December of 2025, which is consistent with other recent development agreements and amendments to development agreements for projects in the East Cypress Corridor Specific Plan area. The language in the proposed development agreement would require the project to be built and designed as approved by the City Council through the vesting tentative map entitlement.

California Environmental Quality Act (CEQA)

As briefly discussed above in the "History of Environmental Impact Report", the proposed project was analyzed in the East Cypress Corridor Specific Plan EIR and Supplemental EIR (SCH # 2004092011), collectively, "ECCSP EIRs", certified by the City Council in March of 2006 and 2009, respectively. The City has reviewed the information submitted with the project and determined that approval of the project will not result in any new, or substantially more adverse, significant environmental impacts than those disclosed in the ECCSP EIRs. The proposed project is subject to applicable mitigation measures from the Mitigation and Monitoring Plan (MMP) for the ECCSP EIR. The MMP is incorporated as Chapter 4.0 of the ECCSP Final EIR.

In addition to the above, pursuant to Public Resources Code Section 21166, and as further clarified by CEQA Guideline Section 15162, an addendum to the Project EIR was prepared and is included as an attachment to this Staff Report. The Addendum incorporates, by reference, the analysis contained in the certified ECCSP EIR, and addresses only those issues specific to the project. The Addendum concludes that approval of the Project does not trigger need for a subsequent EIR under Section 21166 because development of the Project will not result in new, or substantially more adverse, significant environmental impacts than those disclosed in the Project EIR. Moreover, there is no new information of substantial importance, which was not known and could not have been known with the exercise of reasonable diligence at the time the ECCSP EIR was certified, that shows any new or substantially more adverse environmental impacts than those disclosed in the ECCSP EIR, or that shows that new or previously identified infeasible mitigation measures or alternatives would substantially reduce one or more significant environmental effects of the project. Accordingly, per Section 21166, the City has not required a subsequent EIR for the Project.

Analysis

Vesting Tentative Map

The proposed vesting tentative map is designed in a manner substantially consistent with Planning Area 3 (PA 3) of the East Cypress Corridor Specific Plan. The street connections on the project boundaries, as well as internal street circulation, lake area, location of different housing types, neighborhood parks, community park, and gas well site are all in substantial conformity. Some of the acreages associated with the specific land uses are slightly modified from the approved Specific Plan, but the differences are small, result in more park area, and are not uncommon when a project moves from conceptual design to engineered design.

Development of the project, along with development of other Planning Areas within the ECCSP will provide new residents amenities, such as parks, open space, and trails, and will benefit existing Oakley and Bethel Island residents with additional road improvements and additional community park land. The development will be subject to applicable City development impact fees, which can be used for traffic improvements, infrastructure improvements, and public facilities.

The design of the subdivision includes the construction of improvements within public right-of-way that are consistent with major subdivisions, the City's design standards and design standards approved in the East Cypress Corridor Specific Pan. The improvements consist of roads, sidewalks, curbs and gutters, and associated improvements.

The proposed Vesting Tentative Map and all identified mitigation measures have been incorporated into Project EIR Mitigation and Monitoring Plan, certified March 10, 2009, and prepared in accordance with the CEQA Guidelines.

Development Agreement

Development of the Project in accordance with the Development Agreement will be consistent with the approved Vesting Tentative Map for the project and will provide for orderly growth consistent with the goals, policies, and other provisions of the General Plan. The Development Agreement will also vest the developer's right to develop the Project as conditionally approved by the City Council through entitlement of the Vesting Tentative Map. This Development Agreement will provide the City with certain binding assurances with respect to the nature, scope and timing of such development and related public improvements. The project is a development for which the Development Agreement is appropriate in order to achieve the goals and objectives of the City's land use planning policies and help facilitate development of the East Cypress Corridor.

Comments from Outside Agencies

Upon application submittal, Staff sends out a "Project Referral - Request for Comments / Conditions of Approval" to several outside agencies. Typically, agencies will return letters with standard conditions or regulations, or request for additional information on revised plans. Occasionally, comments will be project specific and merit a response. For the proposed project, letters were received from Contra Costa County Fire Protection District ("Fire District"), Contra Costa County Public Works Department ("CC Public Works"), Department of Transportation ("Caltrans"), Central Valley Regional Water Quality Control Board ("Regional Board"), Contra Costa County Flood Control and Water Conservation District ("Flood Control"), Ironhouse Sanitary District ("ISD"), and Contra Costa Health Services ("CCHS"). A majority of the comments were either standard language that will be addressed at the permitting stage, or were comments addressed upon the second submittal of plans.

CC Public Works and Caltrans both submitted comment letters requesting to review a traffic study. The City response to these comments is that traffic related impacts were analyzed in the in the certified project level ECCSP EIR. The EIR addendum did not warrant additional environmental analysis. Therefore, all project related traffic impacts have already been analyzed and mitigated or disclosed and another traffic study is not required.

Findings

Draft findings are included in the attached resolution and ordinance.

Recommendation

Staff recommends the City Council:

- Adopt a resolution approving Vesting Tentative Map 9401, as conditioned; and
- Waive the first reading and introduce the ordinance approving a development agreement between the City of Oakley and ACD-TI Oakley, LLC.

Attachments

1. Vicinity Map
2. Proposed Subdivision 9401 Vesting Tentative Subdivision Map, Preliminary Grading Plan and Preliminary Utilities Plan, date stamped May 27, 2015
3. Color Vesting Tentative Map
4. Proposed Development Agreement with Exhibits
5. Planning Area 3 (Dal Porto South) Vesting Tentative Map 9401 and Development Agreement East Cypress Corridor Specific Plan Environmental Impact Report Addendum
6. Proposed Resolution for the Approval of the Vesting Tentative Map
7. Proposed Ordinance for Approval of the Development Agreement

Available in the City Clerk's Reading File and/or City website (www.oakleyinfo.com)

- East Cypress Corridor Specific Plan EIR and Supplemental EIR
- East Cypress Corridor Specific Plan

Attachment 1

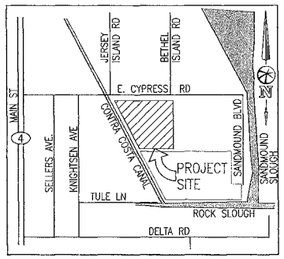
VICINITY MAP

Dal Porto Subdivision 9401 Vesting Tentative Map and Development Agreement

(VTM 02-15 and DA 01-15) 2989 E. Cypress Road. APN 032-050-003

SUBDIVISION 9401
VESTING TENTATIVE MAP, PRELIMINARY GRADING PLAN & PRELIMINARY UTILITIES PLAN

DAL PORTO SOUTH
EAST CYPRESS CORRIDOR SPECIFIC PLAN
CITY OF OAKLEY, CONTRA COSTA COUNTY, CALIFORNIA
MAY 13, 2015



VICINITY MAP
NO SCALE

INDEX OF DRAWINGS	
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UP 3	UTILITIES PLAN
UP 4	UTILITIES PLAN

GENERAL NOTES

OWNER:	DAVID DAL PORTO, ET AL 694 BARTLETT CT. BRENTWOOD, CA 94513
DEVELOPER:	ACD-TI OAKLEY, LLC – A DELAWARE LIMITED LIABILITY COMPANY 235 W. MAIN STREET LOS GATOS, CA 95030 925.580.1438
CIVIL ENGINEER:	BELLECCI & ASSOCIATES, INC. 2290 DIAMOND BLVD., SUITE 100 CONCORD, CALIFORNIA 94520 925.685.4569
A.P.N.:	032-050-003
SITE AREA:	182.7 ACRES
EXISTING ZONING:	SP-1 (EAST CYPRESS CORRIDOR SPECIFIC PLAN) DISTRICT
PROPOSED ZONING:	SP-1 (EAST CYPRESS CORRIDOR SPECIFIC PLAN) DISTRICT
EXISTING USE:	AGRICULTURAL
PROPOSED USE:	SEE TABLE BELOW
SERVICES: WATER SUPPLY– SANITARY SEWER– STORM DRAIN– GAS & ELECTRIC– FIRE– TELEPHONE– CABLE TV– LEVEE–	 DIABLO WATER DISTRICT IRONHOUSE SANITARY DISTRICT CITY OF OAKLEY PACIFIC GAS & ELECTRIC EAST CONTRA COSTA FIRE PROTECTION DISTRICT AT&T COMCAST RD 799
FLOODING:	SITE FALLS WITHIN FIRM PANEL NUMBERS 06013L 0360F, ZONE AE (EL 9, 1988NGVD) – DATED JULY 16, 2009 THE ENTIRE SITE FALLS WITHIN THE 100 YEAR FLOOD PLAIN
TOPOGRAPHY:	AERIAL TOPOGRAPHY PROVIDED BY KING & ASSOCIATES DATED OCTOBER 13, 2014
BASIS OF ELEVATION:	ELEVATIONS SHOWN ARE BASED UPON THE NGS POINT ID "DB3879". ELEVATION BEING TAKEN AS 23.6 FEET, 1988NAVD.
BASIS OF BEARINGS:	CALIFORNIA COORDINATE SYSTEM, ZONE III (NAD 83).

EARTHWORK QUANTITIES	
RAW FILL	200,000 CY
RAW CUT	285,000 CY
NET (CUT)	85,000 CY

PROPOSED LAND USE		
LOT TYPE	MIN. SIZE (SF)	NO. OF UNITS
SINGLE FAMILY DETACHED–HIGH DENSITY	6,000 (60'x100')	225
SINGLE FAMILY DETACHED–MEDIUM DENSITY	8,000 (80'x100')	134
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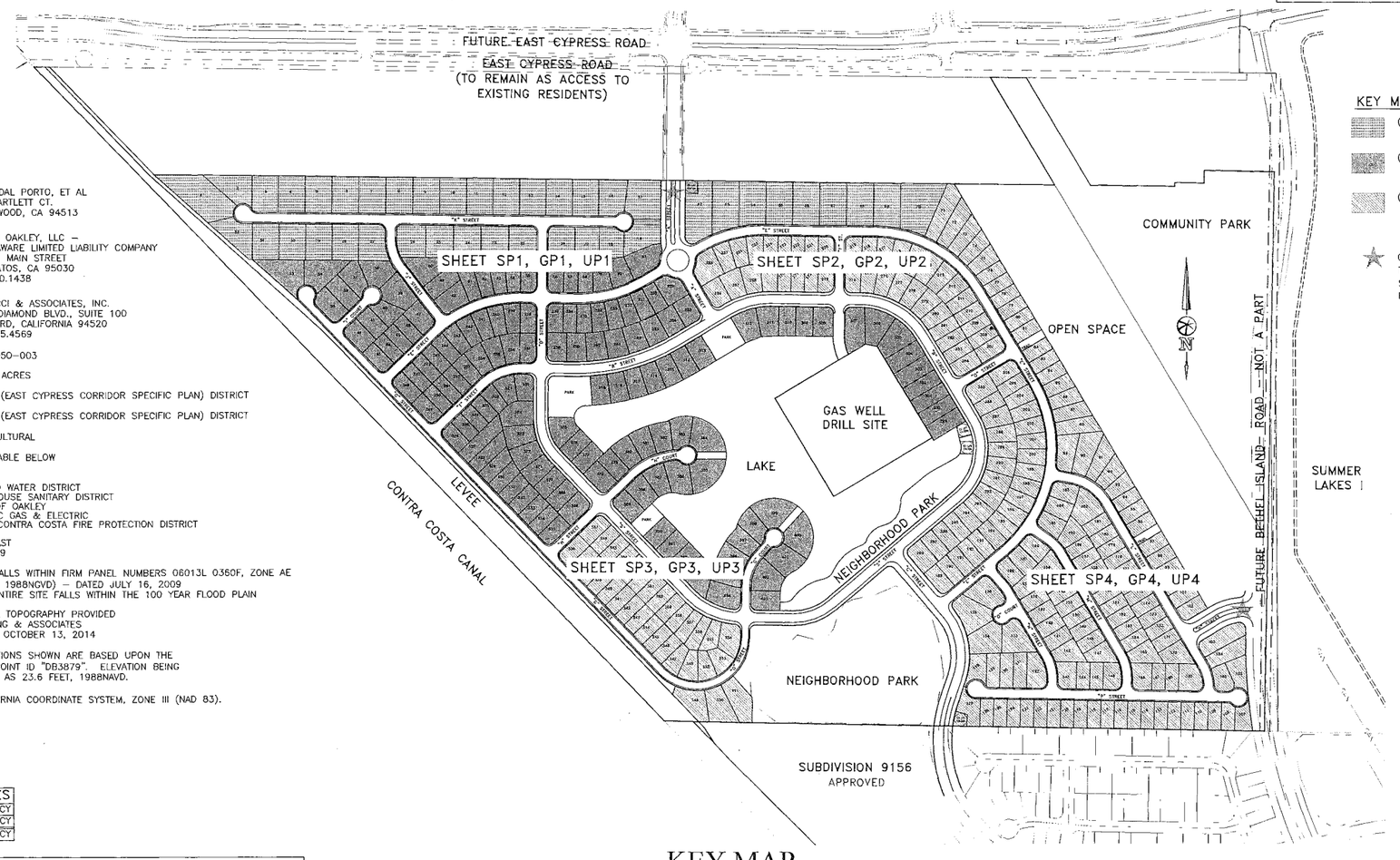


KEY MAP
SCALE: 1"=200'

200 100 0 200 400 600
SCALE IN FEET

NOTE: THIS DEVELOPMENT MAY BE CONSTRUCTED IN PHASES, RESULTING IN THE FILING OF MULTIPLE FINAL MAPS.

KEY MAP LEGEND

(SL) SINGLE FAMILY RESIDENTIAL – LOW DENSITY
19.9 ACRES – 44 DU – 2.2 DU/AC

(SM) SINGLE FAMILY RESIDENTIAL – MEDIUM DENSITY
39.6 ACRES – 134 DU – 3.4 DU/AC

(SH) SINGLE FAMILY RESIDENTIAL – HIGH DENSITY
49.9 ACRES – 225 DU – 4.5 DU/AC

GENERAL LOCATION OF LANDSCAPED ENTRY TO BE DESIGNED & IMPROVED CONSISTENT WITH SECTION 7.2.3 "GATEWAYS, ENTRIES & ARRIVALS" PER THE EAST CYPRESS CORRIDOR SPECIFIC PLAN

ABBREVIATIONS

AB	AGGREGATE BASE
AC	ASPHALT CONCRETE
BOT	BOTTOM
CB	CATCH BASIN
CCC	CONTRA COSTA COUNTY
CL	CENTERLINE
DG	DECOMPOSED GRAVEL
DWY	DRIVEWAY
EP	EDGE OF PAVEMENT
EX,EXIST	EXISTING
FC	FACE OF CURB
FL	FLOW LINE
HP	HIGH POINT
INV	INVERT
LI	LAKE INTERCONNECT
LP	LOW POINT
MAX	MAXIMUM
MED	MEDIUM
MIN	MINIMUM
NO	NUMBER
NTS	NOT TO SCALE
PAE	PRIVATE ACCESS EASEMENT
PL	PROPERTY LINE
PS	PUMP STATION
PUE	PUBLIC UTILITY EASEMENT
PV	PAVEMENT
RD	RECLAMATION DISTRICT
R/W	RIGHT-OF-WAY
S	SLOPE
SD	STORM DRAIN
SDE	STORM DRAIN EASEMENT
SDMH	STORM DRAIN MANHOLE
SHT	SHEET
SSL	SEWER SYSTEM LINE
SSMH	SEWER SYSTEM MANHOLE
STD	STANDARD
TYP	TYPICAL
WAPA	WESTERN AREA POWER AUTHORITY
WL	WATER LINE
WS	WATER SURFACE

BY | DATE | REVISIONS

Bellecci & Associates, inc.
Civil Engineering • Land Surveying • Construction Management
2290 Diamond Boulevard, Suite 100 Concord, CA 94520
Phone (925) 685-4569 Fax (925) 685-4828

VESTING TENTATIVE MAP
DAL PORTO SOUTH
SUBD 9401
TITLE SHEET, KEY MAP
CONTRA COSTA COUNTY
OAKLEY
CALIFORNIA

City of OAKLEY
A Place for Families in the Heart of the Delta

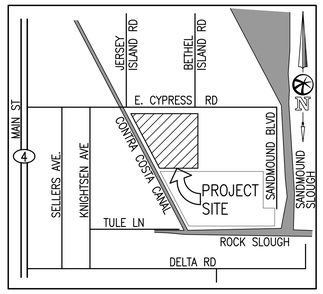
SHEET 1 OF 18
JOB NO. 13075

SUBDIVISION 9401
VESTING TENTATIVE MAP, PRELIMINARY GRADING PLAN & PRELIMINARY UTILITIES PLAN

DAL PORTO SOUTH
EAST CYPRESS CORRIDOR SPECIFIC PLAN

CITY OF OAKLEY, CONTRA COSTA COUNTY, CALIFORNIA

FEBRUARY 25, 2015



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TELEPHONE– AT&T
CABLE TV– COMCAST
LEVEE– RD 799

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BASIS OF BEARINGS: CALIFORNIA COORDINATE SYSTEM, ZONE III (NAD 83).

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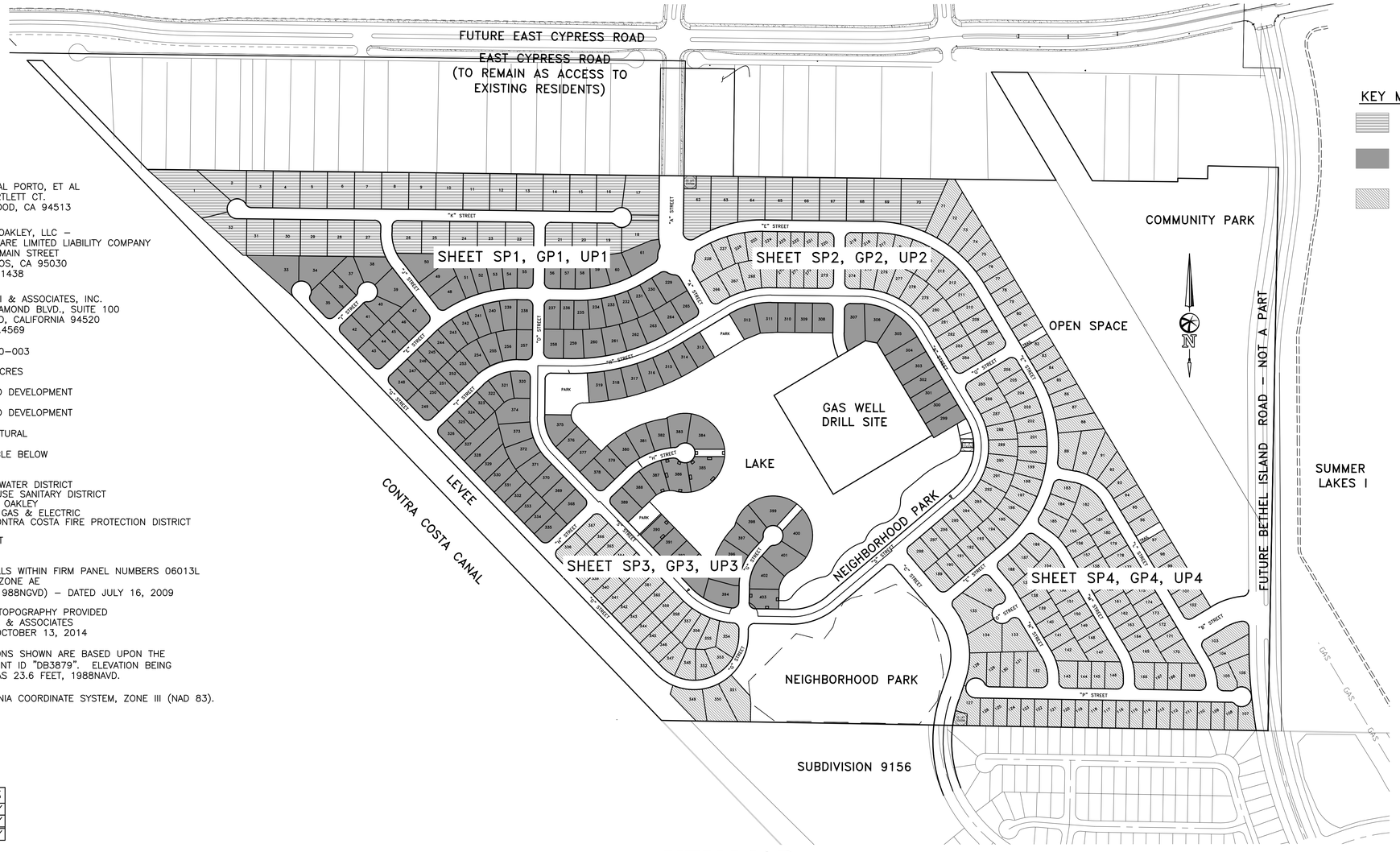

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WAPA	WESTERN AREA POWER AUTHORITY
WL	WATER LINE
WS	WATER SURFACE

BY	DATE	REVISIONS

Bellecci & Associates, inc.
Civil Engineering • Land Surveying • Construction Management
2290 Diamond Boulevard, Suite 100 Concord, CA 94520
Phone (925) 685–4569 Fax (925) 685–4838

SUBD 9401 DAL PORTO SOUTH VESTING TENTATIVE MAP

TITLE SHEET, KEY MAP

OAKLEY CONTRA COSTA COUNTY CALIFORNIA

City of OAKLEY
A PLACE for FAMILIES in the HEART of the DELTA

SHEET 1 OF 17 JOB NO. 13075

SHEET	CITY OF OAKLEY	SUBD 9401	DAL PORTO SOUTH	VESTING TENTATIVE MAP
2 OF 17	A PLACE OF FAMILIES IN THE HEART OF THE DELTA	OAKLEY	CONTRA COSTA COUNTY	CALIFORNIA
JOB NO. 13075		BOUNDARY		

Bellecci & Associates, inc.
Civil Engineering • Land Surveying • Construction Management
2280 Diamond Boulevard, Suite 100 Concord, CA 94520
Phone (925) 685-4566 Fax (925) 685-4836

BY	DATE	REVISIONS

SCALE IN FEET: 200 100 0 200 400 600

N

BASIS OF BEARINGS NORTH 01°03'35" EAST BETWEEN FOUND MONUMENTS ALONG THE EAST LINE OF SEC 28 178 PM 15, 462 M 48

N01°03'35"E 2281.97'

EAST ¼ COR. SEC. 28

S88°52'41"E 225.12'

S88°32'25"E 60.48'

N0°51'16"E 52.11'

ITEM 17 & 23 POLE LINE EASEMENT 2005-266233

BETHEL ISLAND ROAD

RECLAMATION DISTRICT 799 2007-77823 APN 032-370-028

BETHEL ISLAND LLC APN 020-130-003

ARCHEOLOGICAL CONSERVANCY APN 032-050-004

N00°4'59"E 465.54'

S88°59'29"E 120.93'

N0°46'01"E 14.90'

20' ROADWAY AND UTILITY EASEMENT PER 1993-54172

PG&E PIPELINE EASEMENT 1993-54172

50'

PG&E TOWERLINE R/W 4867 OR 550

50'

N89°19'04"W 345.92'

S30°52'55"E 511.32'

IMOTO 2005-18424 APN 032-070-019

FRIGARD 5243-354 APN 032-070-018

PR PETROVICH FAMILY APN 032-070-023

FIGUEROA 1995-111941 APN 032-070-022

PG&E S.B.E. 135-7-75A PAR 2 APN 032-070-016

PG&E S.B.E. 135-7-76-A PAR 1 APN 032-070-021

PG&E S.B.E. 135-7-75A PAR 1 APN 032-070-020

SMITH 1993-19172-90 APN 032-070-011

SMITH 1993-19172-92 APN 032-070-010

DUGGINS FAMILY TRUST APN 032-070-009

SHERIDAN 2005-376300 APN 032-070-008

BURNETT 2003-46565 APN 032-070-007

JH&P FARR FAMILY TRUST 2007-14339 APN 032-070-006

JH&P FARR FAMILY TRUST APN 032-070-005

BOYCE 2003-65778 APN 032-070-024

BRODERICK APN 032-070-002

BAGWELL 2001-151483 APN 032-070-001

BAGWELL 1998-185059 APN 032-060-017

BAGWELL 3532-183 APN 032-060-016

ROBERT J FEIT TRUST APN 032-060-018

KEARNEY APN 032-060-019

KUN APN 032-060-014

FRIESEN APN 032-060-013

FRIEDMAN 1999-182909 APN 032-060-012

BLOODWORTH 1281-4-725 APN 032-060-011

LARSEN 1991 16494-719 APN 032-060-010

MONTERO 7198OR450 APN 032-060-009

ELLIFF APN 032-060-008

SANTOS APN 032-060-007

RAY 2003-452163 APN 032-060-006

WALLACE 2002-292661 APN 032-060-005

DARST 6754OR415 APN 032-060-004

COLE 8808OR472 APN 032-060-003

WOODWORTH APN 032-060-002

RELEES APN 032-060-001

S43°50'28"E 610.19'

N89°18'33"W 3681.10'

S43°53'07"E 3707.76'

CONTRA COSTA CANAL

UNITED STATES OF AMERICA 47302

HUYNH BROTHERS LLC 2005-462246 APN 032-050-001

N89°01'03"W 2455.72'

DAL PORTO 2002-422592 APN 032-050-003

DUARTE APN 020-140-045

DUARTE 2005-72466 APN 020-140-044

BETHEL ISLAND LLC APN 020-140-048 (SUB 9156)

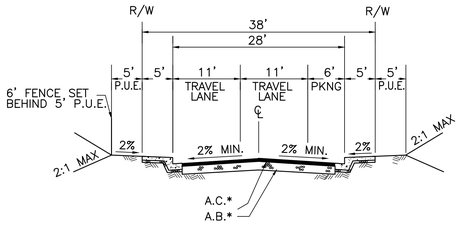
LESHER 1995-190487 2005-462246 APN 032-050-004

EAST CYPRESS ROAD

S89°18'40"E 63.83'

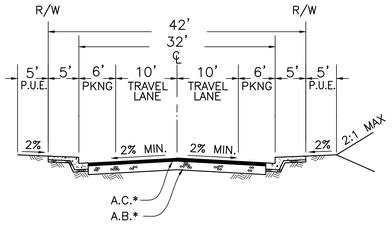
WEST ¼ COR. SEC. 28

JERSEY ISLAND ROAD



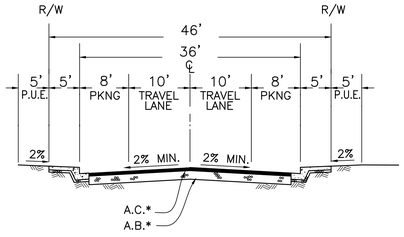
LOCAL SINGLE LOADED STREET SECTION

* FINAL STRUCTURAL SECTION TO BE DETERMINED BY R-VALUE
N.T.S.



MINOR LOCAL STREET CUL-DE-SAC SECTION

* FINAL STRUCTURAL SECTION TO BE DETERMINED BY R-VALUE
N.T.S.



LOCAL STREET SECTION

* FINAL STRUCTURAL SECTION TO BE DETERMINED BY R-VALUE
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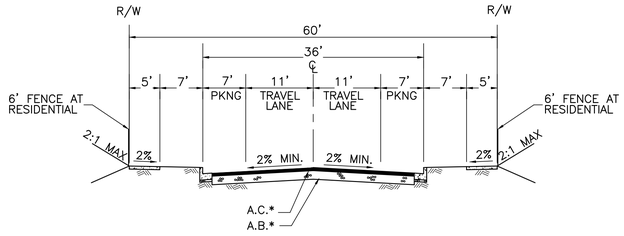

UNLOADED LOOP ROAD SECTION

* FINAL STRUCTURAL SECTION TO BE DETERMINED BY R-VALUE
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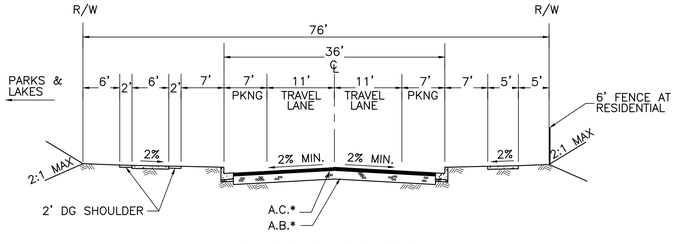
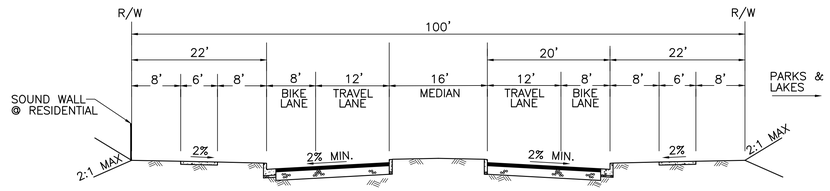


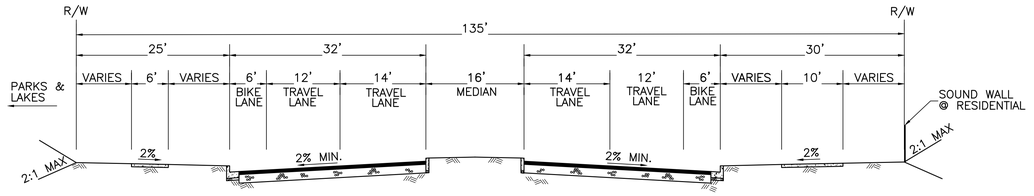
LOOP ROAD SECTION

* FINAL STRUCTURAL SECTION TO BE DETERMINED BY R-VALUE
N.T.S.



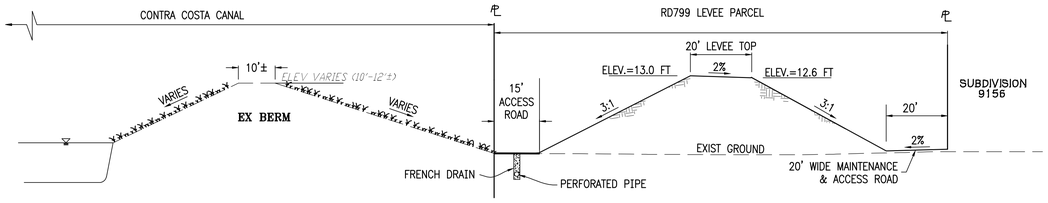
PROJECT COLLECTOR ROAD SECTION

* FINAL STRUCTURAL SECTION TO BE DETERMINED BY R-VALUE
N.T.S.



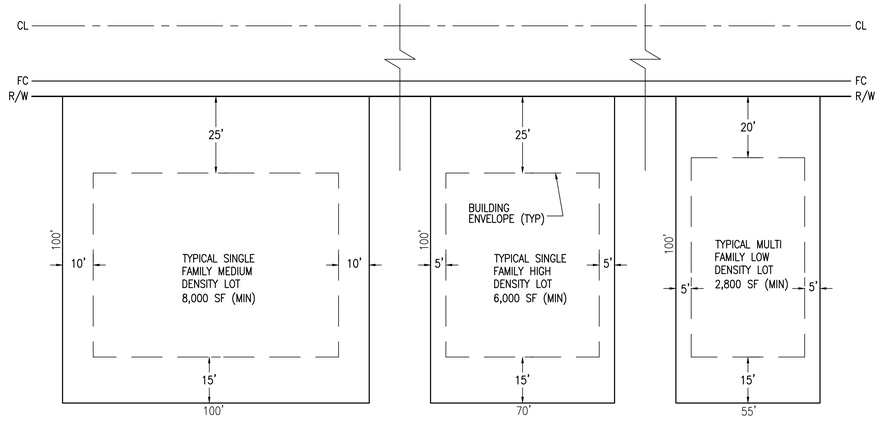
BETHEL ISLAND ROAD

* FINAL STRUCTURAL SECTION TO BE DETERMINED BY R-VALUE
N.T.S.



LEVEE ALONG CONTRA COSTA CANAL

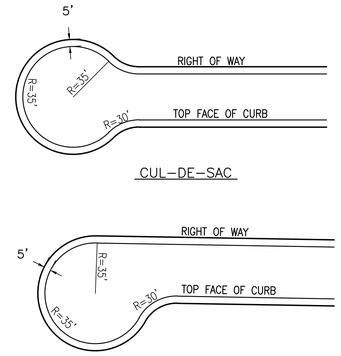
N.T.S.



NOTE: SETBACK DIMENSIONS ARE ALL MINIMUM DIMENSIONS

TYPICAL BUILDING ENVELOPES

N.T.S.



TYPICAL CUL-DE-SAC & OFF SET CUL-DE-SAC DETAIL

N.T.S.

NOTE: ALL ROAD SECTIONS SHOWN ARE CONSISTENT WITH THE "EAST CYPRESS CORRIDOR SPECIFIC PLAN."

BY	DATE	REVISIONS

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VESTING TENTATIVE MAP

DAL PORTO SOUTH

SUBD 9401

TYPICAL SECTIONS & DETAILS

CONTRA COSTA COUNTY

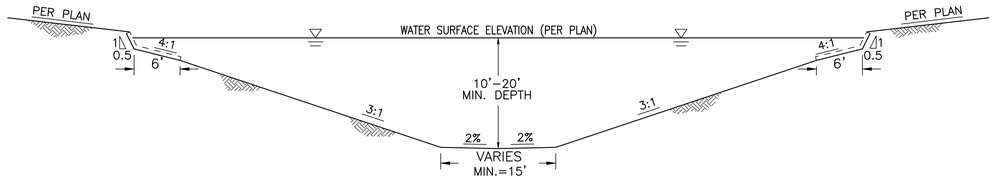
OAKLEY

CALIFORNIA

City of OAKLEY
A Place for Families in the Heart of the Delta

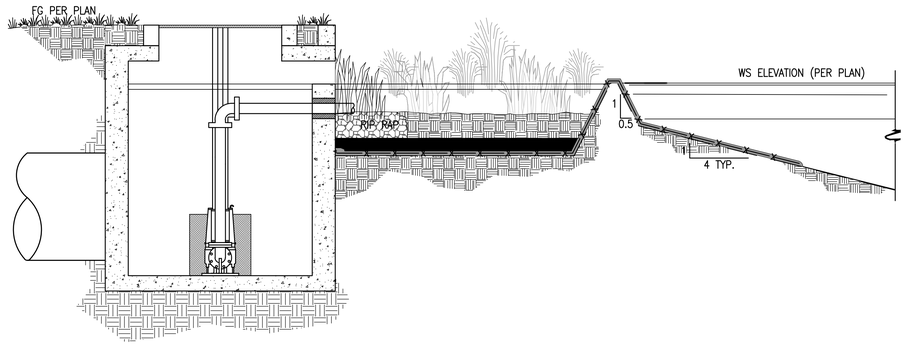
SHEET 3 OF 17

JOB NO. 13075



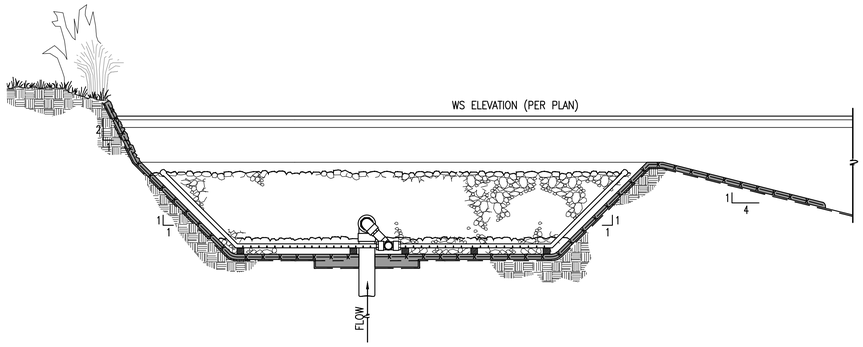
TYPICAL LAKE SECTION

N.T.S.



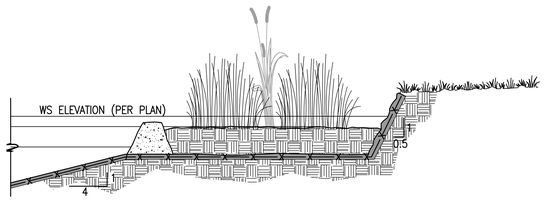
WATER QUALITY FILTER (TYP)

N.T.S.



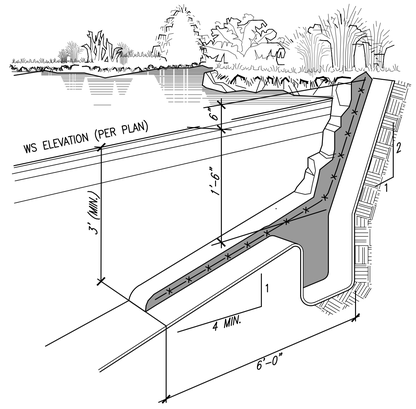
BIOFILTER AT ERODED CONCRETE SHORELINE (TYP)

N.T.S.



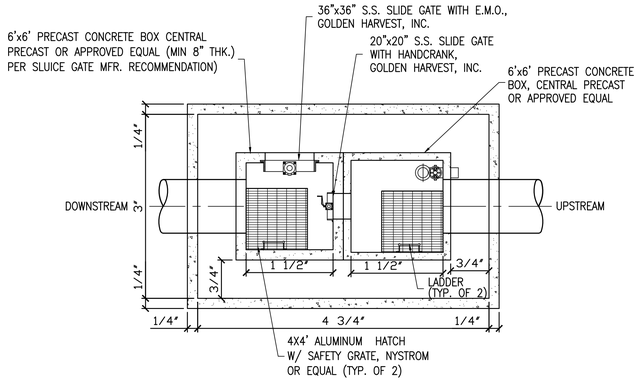
PLANTER SHELF SHORELINE (TYP)

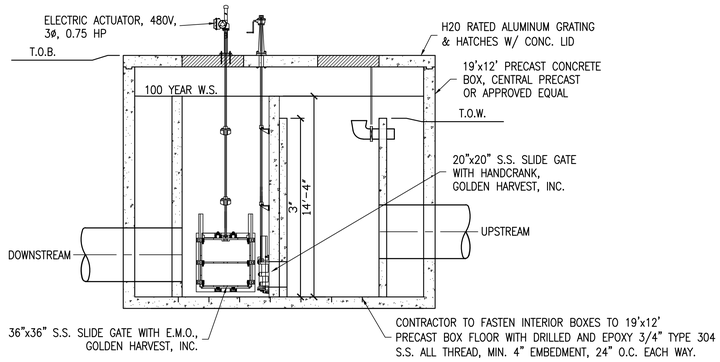
N.T.S.



ERODED CONCRETE SHORELINE (TYP)

N.T.S.





LAKE INTERCONNECT (TYP)

N.T.S.

NOTE: THE SECTIONS AND DETAILS SHOWN HEREIN ARE INTENDED TO PROVIDE A CONCEPT OF HOW VARIOUS LAKE ELEMENTS WILL LOOK AND FUNCTION. SECTIONS AND DETAILS ARE SUBJECT TO CHANGE BASED ON FINAL DESIGN REQUIREMENTS.

BY	DATE	REVISIONS

Bellecci & Associates, inc.
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2280 Diamond Boulevard, Suite 100 Concord, CA 94520
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VESTING TENTATIVE MAP

DAL PORTO SOUTH

SUBD 9401

TYPICAL LAKE SECTIONS & DETAILS

CONTRA COSTA COUNTY

OAKLEY

CALIFORNIA

City of OAKLEY
A Place for Families in the Heart of the Delta

SHEET 4 OF 17

JOB NO. 13075

EAST CYPRESS ROAD – PER COMMON INFRASTRUCTURE PLANS

OLD EAST CYPRESS ROAD

COLE 88080R472 APN 032-060-003
DARST 67540R415 APN 032-060-004
WALLACE 2002-292661 APN 032-060-005
RAY 2003-452163 APN 032-060-006
SANTOS APN 032-060-007
ELLIFF APN 032-060-008
MONTERO 71980R450 APN 032-060-009
LARSEN 1991 16494-719 APN 032-060-010
BLOODWORTH 12814-725 APN 032-060-011
FRIEDMAN 1999-182909 APN 032-060-012
FRIESEN APN 032-060-013
KUN APN 032-060-014
KEARNEY APN 032-060-019
ROBERT J FEIT TRUST APN 032-060-018
BAGWELL 3532-183 APN 032-060-016
BAGWELL 1998-185059 APN 032-060-017
BAGWELL 2001-151483 APN 032-070-001
BRODERICK APN 032-070-002
BOYCE 2003-65778 APN 032-070-024
JH&P FARR FAMILY TRUST APN 032-070-005

N

60 30 0 60 120 180
SCALE IN FEET

1 35,181 SF
2 16,011 SF
3 16,084 SF
4 16,414 SF
5 16,414 SF
6 16,414 SF
7 16,414 SF
8 16,414 SF
9 16,414 SF
10 16,414 SF
11 16,095 SF
12 16,083 SF
13 16,083 SF
14 16,083 SF
15 16,083 SF
16 16,017 SF
17 22,281 SF
18 14,184 SF
19 12,322 SF
20 13,226 SF
21 14,414 SF
22 15,074 SF
23 14,945 SF
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261 9,303 SF
262 9,168 SF
263 9,050 SF
264 8,636 SF
265 8,632
314 8,705
315 8,798 SF
316 8,801 SF
317 8,803 SF
318 8,806 SF
319 8,808 SF
320 7,908 SF
321 7,706 SF
322 6,496 SF
323 6,050 SF
374

"K" STREET
"J" STREET
"I" STREET
"G" STREET
"E" STREET
"D" STREET
"A" STREET
"R" STREET
"S" STREET
PARCEL 'I'

PARCEL 'A'
LEVEE
8.9 AC

PARK
26,526 SF
PARCEL 'D'

PARCEL 'C'
LAKE
13.2 AC

CONTRA COSTA CANAL

CONTRA COSTA CANAL

MATCH LINE – SEE SHEET SP 2

MATCH LINE – SEE SHEET SP 3

LEGEND

EXISTING CONDITIONS SHOWN WITH BROKEN AND/OR GREY LINES U.O.N.

CENTER LINE

BOUNDARY/RIGHT-OF-WAY LINE

LOT LINE

PARCEL INFORMATION			
PARCEL #	USE	ACREAGE	PROPOSED OWNERSHIP
PARCEL A	LEVEE	8.9± AC.	RECLAMATION DISTRICT 799
PARCEL B	GAS WELL SITE	5.0± AC.	XXXX
PARCEL C	LAKE/PARK	13.2± AC.	PUBLIC
PARCEL D	PARK	0.6± AC.	PUBLIC
PARCEL E	PARK	0.2± AC.	PUBLIC
PARCEL F	PARK	9.0± AC.	PUBLIC
PARCEL G	PARK	0.4± AC.	PUBLIC
PARCEL H	OPEN SPACE	14.9± AC.	PUBLIC
PARCEL I	OPEN SPACE/TRAIL	0.1± AC.	PUBLIC
PARCEL J	OPEN SPACE/TRAIL	0.1± AC.	PUBLIC
PARCEL K	OPEN SPACE/TRAIL	0.1± AC.	PUBLIC
PARCEL L	OPEN SPACE/TRAIL	0.1± AC.	PUBLIC
PARCEL M	OPEN SPACE/TRAIL	0.1± AC.	PUBLIC
PARCEL N	SS LIFT STATION	0.1± AC.	IRONHOUSE SANITARY DISTRICT
PARCEL O	SS LIFT STATION	0.1± AC.	IRONHOUSE SANITARY DISTRICT
PARCEL P	COMMUNITY PARK	14.0± AC.	PUBLIC
PARCEL Q	PARK	2.1± AC.	PUBLIC

BY	DATE	REVISIONS

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TENTATIVE MAP
SUBD 9401 DAL PORTO SOUTH VESTING TENTATIVE MAP
OAKLEY CONTRA COSTA COUNTY CALIFORNIA

SITE PLAN

City of OAKLEY
A PLACE for FAMILIES in the HEART of the DELTA

SHEET SP1 OF 17
JOB NO. 13075

LEGEND

EXISTING CONDITIONS SHOWN WITH BROKEN AND/OR GREY LINES U.O.N.

- CENTER LINE
- BOUNDARY/RIGHT-OF-WAY LINE
- LOT LINE
- GAS WELL SITE FENCE/WALL
- GAS WELL SITE SHRUB & TREE SCREEN

PARCEL INFORMATION			
PARCEL #	USE	ACREAGE	PROPOSED OWNERSHIP
PARCEL A	FUTURE LEVEE	8.9± AC.	RECLAMATION DISTRICT 799
PARCEL B	GAS WELL SITE	5.0± AC.	XXXX
PARCEL C	LAKE/PARK	14.4± AC.	PUBLIC
PARCEL D	PARK	0.6± AC.	PUBLIC
PARCEL E	PARK	0.2± AC.	PUBLIC
PARCEL F	PARK	9.0± AC.	PUBLIC
PARCEL G	PARK	0.4± AC.	PUBLIC
PARCEL H	OPEN SPACE/TRAIL	28.9± AC.	PUBLIC
PARCEL I	OPEN SPACE/TRAIL	0.1± AC.	PUBLIC
PARCEL J	OPEN SPACE/TRAIL	0.1± AC.	PUBLIC
PARCEL K	OPEN SPACE/TRAIL	0.1± AC.	PUBLIC
PARCEL L	OPEN SPACE/TRAIL	0.1± AC.	PUBLIC
PARCEL M	OPEN SPACE/TRAIL	0.1± AC.	PUBLIC
PARCEL N	SS LIFT STATION	0.1± AC.	IRONHOUSE SANITARY DISTRICT
PARCEL O	SS LIFT STATION	0.1± AC.	IRONHOUSE SANITARY DISTRICT
PARCEL P	COMMUNITY PARK	14.0± AC.	PUBLIC
PARCEL Q	PARK	2.1± AC.	PUBLIC

FUTURE EAST CYPRESS ROAD – PER COMMON INFRASTRUCTURE PLANS

APN 032-070-005

JH&P FARR FAMILY TRUST 2007-14339 APN 032-070-006

BURNETT 2003-46565 APN 032-070-007

SHERIDAN 2005-376300 APN 032-070-008

DUGGINS FAMILY TRUST APN 032-070-009

SMITH 1993-19172-92 APN 032-070-010

SMITH 1993-19172-90 APN 032-070-011

PG&E S.B.E. 135-7-75A PAR 1 APN 032-070-020

PG&E S.B.E. 135-7-76-A PAR 1 APN 032-070-021

PG&E S.B.E 135-7-76A PAR 2 APN 032-070-016

FIGUEROA 1995-111941 APN 032-070-022

PR PETROVICH FAMILY APN 032-070-023

FRIGARD 5243-354 APN 032-070-018

IMOTO 2005-18424 APN 032-070-019

ARCHI

PARCEL 'O' SS LIFT STATION

SS LIFT STATION

"A" STREET

"E" STREET

"F" STREET

"R" STREET

"Q" STREET

PARCEL 'C' LAKE 13.2 AC

PARCEL 'G' PARK 16,800 SF

PARCEL 'B' GAS WELL SITE 5.0 AC

PARCEL 'H' OPEN SPACE 14.9 AC

PARCEL 'P' COMMUNITY PARK 14.0 AC

PARCEL 'M' TRAIL 4,025 SF

PG&E EASEMENT 350'

62 24,306 SF
63 22,055 SF
64 19,599 SF
65 19,250 SF
66 19,250 SF
67 19,250 SF
68 19,250 SF
69 19,605 SF
70 29,485 SF
71 14,996 SF
72 12,123 SF
73 9,871 SF
74 8,334 SF
75 7,927 SF
76 6,380 SF
77 6,325 SF
78 6,325 SF
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82 6,325 SF
83 6,325 SF
84 6,628 SF
85 7,025 SF
86 7,705 SF
87
203
204 7,298 SF
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206 7,568 SF
207 7,686 SF
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209 6,518 SF
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215 8,177 SF
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217 7,382 SF
218 6,608 SF
219 7,208 SF
220 7,341 SF
221 6,325 SF
222 6,325 SF
223 6,325 SF
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226 7,368 SF
227 7,466 SF
228 11,881 SF
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266 8,712 SF
267 9,152 SF
268 8,828 SF
269 7,434 SF
270 6,188 SF
271 6,188 SF
272 6,188 SF
273 7,178 SF
274 7,430 SF
275 7,491 SF
276 7,793 SF
277 7,624 SF
278 7,635 SF
279 7,976 SF
280 7,515 SF
281 6,518 SF
282 6,518 SF
283 6,518 SF
284 7,685 SF
285 9,346 SF
286 7,241 SF
300
301 9,138 SF
302 9,137 SF
303 10,657 SF
304 10,657 SF
305 13,688 SF
306 13,266 SF
307 14,100 SF
308 9,884 SF
309 8,400 SF
310 8,400 SF
311 10,048 SF
312 10,972 SF
313 9,535 SF
314 8,705 SF

MATCH LINE – SEE SHEET SP 1

MATCH LINE – SEE SHEET SP 4

N

60 30 0 60 120 180

SCALE IN FEET

BY	DATE	REVISIONS

Bellecci & Associates, inc.
Civil Engineering • Land Surveying • Construction Management
2280 Diamond Boulevard, Suite 100 Concord, CA 94520
Phone (925) 685-4569 Fax (925) 685-4838

VESTING TENTATIVE MAP

DAL PORTO SOUTH

SUBD 9401

SITE PLAN

CONTRA COSTA COUNTY

CALIFORNIA

OAKLEY

City of OAKLEY
A Place for Families in the Heart of the Delta

SHEET SP2 OF 17

JOB NO. 13075

MATCH LINE – SEE SHEET SP 1

MATCH LINE – SEE SHEET SP 4

"G" STREET
"T" STREET
"S" STREET
"H" STREET
"J" STREET
"K" STREET

PARK
26,526 SF
PARCEL 'D'

PARCEL 'B'
GAS WELL SITE
5.0 AC

PARCEL 'C'
LAKE
13.2 AC

PARCEL 'A'
LEVEE
8.9 AC

CONTRA COSTA CANAL

PARCEL 'E'
PARK
8,700 SF

PARCEL 'J'
3,622 SF

PARCEL 'K'
3,622 SF

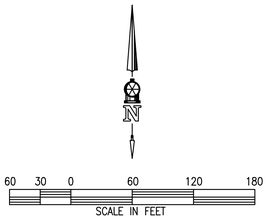
PARCEL 'F'
NEIGHBORHOOD PARK
9.0 AC

PARCEL 'Q'
NEIGHBORHOOD PARK
2.1 AC

LIMITS OF CA–CCO–128
(ARCHEOLOGICAL SITE)

BETHEL ISLAND, LLC
SUB 9156

FUTURE ELEMENTARY
SCHOOL



LEGEND

EXISTING CONDITIONS SHOWN WITH BROKEN AND/OR GREY LINES U.O.N.

- CENTER LINE
- BOUNDARY/RIGHT–OF–WAY LINE
- LIMITS OF CA–CCO–128
- LOT LINE
- GAS WELL SITE FENCE/WALL
- GAS WELL SITE SHRUB & TREE SCREEN

PARCEL INFORMATION

PARCEL #	USE	ACREAGE	PROPOSED OWNERSHIP
PARCEL A	FUTURE LEVEE	8.9± AC.	RECLAMATION DISTRICT 799
PARCEL B	GAS WELL SITE	5.0± AC.	XXXX
PARCEL C	LAKE/PARK	14.4± AC.	PUBLIC
PARCEL D	PARK	0.6± AC.	PUBLIC
PARCEL E	PARK	0.2± AC.	PUBLIC
PARCEL F	PARK	9.0± AC.	PUBLIC
PARCEL G	PARK	0.4± AC.	PUBLIC
PARCEL H	OPEN SPACE/TRAIL	28.9± AC.	PUBLIC
PARCEL I	OPEN SPACE/TRAIL	0.1± AC.	PUBLIC
PARCEL J	OPEN SPACE/TRAIL	0.1± AC.	PUBLIC
PARCEL K	OPEN SPACE/TRAIL	0.1± AC.	PUBLIC
PARCEL L	OPEN SPACE/TRAIL	0.1± AC.	PUBLIC
PARCEL M	OPEN SPACE/TRAIL	0.1± AC.	PUBLIC
PARCEL N	SS LIFT STATION	0.1± AC.	IRONHOUSE SANITARY DISTRICT
PARCEL O	SS LIFT STATION	0.1± AC.	IRONHOUSE SANITARY DISTRICT
PARCEL P	COMMUNITY PARK	14.0± AC.	PUBLIC
PARCEL Q	PARK	2.1± AC.	PUBLIC

BY	DATE	REVISIONS

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VESTING TENTATIVE MAP

DAL PORTO SOUTH

SUBD 9401

SITE PLAN

CONTRA COSTA COUNTY

CALIFORNIA

OAKLEY

City of OAKLEY
A Place for Families in the Heart of the Delta

SHEET SP3 OF 17

JOB NO. 13075

MATCH LINE – SEE SHEET SP 2

MATCH LINE – SEE SHEET SP 3

N

60 30 0 60 120 180
SCALE IN FEET

LEGEND

EXISTING CONDITIONS SHOWN WITH BROKEN AND/OR GREY LINES U.O.N.

- CENTER LINE
- BOUNDARY/RIGHT-OF-WAY LINE
- LIMITS OF CA-CCO-128
- LOT LINE
- GAS WELL SITE FENCE/WALL
- GAS WELL SITE SHRUB & TREE SCREEN

PARCEL INFORMATION			
PARCEL #	USE	ACREAGE	PROPOSED OWNERSHIP
PARCEL A	FUTURE LEVEE	8.9± AC.	RECLAMATION DISTRICT 799
PARCEL B	GAS WELL SITE	5.0± AC.	XXXX
PARCEL C	LAKE/PARK	14.4± AC.	PUBLIC
PARCEL D	PARK	0.6± AC.	PUBLIC
PARCEL E	PARK	0.2± AC.	PUBLIC
PARCEL F	PARK	9.0± AC.	PUBLIC
PARCEL G	PARK	0.4± AC.	PUBLIC
PARCEL H	OPEN SPACE/TRAIL	28.9± AC.	PUBLIC
PARCEL I	OPEN SPACE/TRAIL	0.1± AC.	PUBLIC
PARCEL J	OPEN SPACE/TRAIL	0.1± AC.	PUBLIC
PARCEL K	OPEN SPACE/TRAIL	0.1± AC.	PUBLIC
PARCEL L	OPEN SPACE/TRAIL	0.1± AC.	PUBLIC
PARCEL M	OPEN SPACE/TRAIL	0.1± AC.	PUBLIC
PARCEL N	SS LIFT STATION	0.1± AC.	IRONHOUSE SANITARY DISTRICT
PARCEL O	SS LIFT STATION	0.1± AC.	IRONHOUSE SANITARY DISTRICT
PARCEL P	COMMUNITY PARK	14.0± AC.	PUBLIC
PARCEL Q	PARK	2.1± AC.	PUBLIC

PARCEL 'B'
GAS WELL SITE
5.0 AC

PARCEL 'C'
LAKE
13.2 AC

PARCEL 'Q'
NEIGHBORHOOD PARK
2.1 AC

PARCEL 'H'
OPEN SPACE
14.9 AC

PARCEL 'F'
NEIGHBORHOOD PARK
9.0 AC

PG&E EASEMENT
350'

SS LIFT STATION

LIMITS OF CA-CCO-128

"S" STREET
"C" STREET
"E" STREET
"O" STREET
"N" STREET
"M" STREET
"L" STREET
"B" STREET
"P" STREET

PARCEL 'L'
TRAIL 3,955 SF

FUTURE BETHEL ISLAND ROAD – PER COMMON INFRASTRUCTURE PLANS

2,948 SF

BETHEL ISLAND, LLC
SUB 9156

FUTURE
ELEMENTARY
SCHOOL

BY	DATE	REVISIONS

Bellecci & Associates, inc.
Civil Engineering • Land Surveying • Construction Management
2280 Diamond Boulevard, Suite 100 Concord, CA 94520
Phone (925) 685-4569 Fax (925) 685-4838

DAL PORTO SOUTH VESTING TENTATIVE MAP

SITE PLAN

CONTRA COSTA COUNTY CALIFORNIA

SUBD 9401 OAKLEY

City of OAKLEY
A Place for Families at the Heart of the Delta

SHEET SP4 OF 17
JOB NO. 13075

LEGEND

EXISTING CONDITIONS SHOWN WITH BROKEN AND/OR GRAY LINES U.O.N.

- CATCH BASIN, STORM DRAIN LINE, MANHOLE
- CENTER LINE
- BOUNDARY LINE
- LOT LINE
- SS LIFT STATION — SANITARY SEWER LIFT STATION

EAST CYPRESS ROAD

OLD EAST CYPRESS ROAD

N

60 30 0 60 120 180
SCALE IN FEET

APN 032-060-005
DARST 67540R415 APN 032-060-006
WALLACE 2002-292661 APN 032-060-
RAY 2003-452163 APN 032-060-006
SANTOS APN 032-060-007
ELLIFF APN 032-060-008
MONTERO 71980R450 APN 032-060-009
LARSEN 1991 16494-719 APN 032-060-010
BLOODWORTH 12814-725 APN 032-060-011
FRIEDMAN 1999-182999 APN 032-060-012
FRIESEN APN 032-060-013
KUN APN 032-060-014
KEARNEY APN 032-060-019
ROBERT J FEIT TRUST APN 032-060-018
BAGWELL 3532-183 APN 032-060-016
BAGWELL 1998-185059 APN 032-060-017
BAGWELL 2001-151483 APN 032-070-001
BRODERICK APN 032-070-002
BOYCE 2003-65778 APN 032-070-024
J.R.& F. ARR FAMILY TRUST APN 032-070-005

A GP5 — B GP5 — C GP5 — D GP5 — E GP5

LEVEE - PER COMMON INFRASTRUCTURE PLAN

CONTRA COSTA CANAL

PARK
FG=3.8±

LAKE
WS=-3.5

MATCH LINE – SEE SHEET GP 2

MATCH LINE – SEE SHEET GP 4

Bellecci & Associates, inc.
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BY	DATE	REVISIONS

DAL PORTO SOUTH VESTING TENTATIVE MAP

GRADING PLAN

CONTRA COSTA COUNTY CALIFORNIA

SUBD 9401 OAKLEY

City of OAKLEY — A Place for Families in the Heart of the Delta

SHEET GP 1 OF 17

JOB NO. 13075

LEGEND

EXISTING CONDITIONS SHOWN WITH BROKEN AND/OR GRAY LINES U.O.N.

- CATCH BASIN, STORM DRAIN LINE, MANHOLE
- BOUNDARY LINE
- CENTER LINE
- LOT LINE
- SS LIFT STATION — SANITARY SEWER LIFT STATION

EAST CYPRESS ROAD

OLD EAST CYPRESS ROAD

N

60 30 0 60 120 180
SCALE IN FEET

JH&P FARR FAMILY TRUST 2007-14339 APN 032-070-006

BURNETT 2003-46565 APN 032-070-007

SHERIDAN 2005-376300 APN 032-070-008

DUGGINS FAMILY TRUST APN 032-070-009

SMITH 1993-19172-92 APN 032-070-010

SMITH 1993-19172-90 APN 032-070-011

PG&E S.B.E. 135-7-75A PAR 1 APN 032-070-020

PG&E S.B.E. 135-7-76-A PAR 1 APN 032-070-021

PG&E S.B.E 135-7-76A PAR 2 APN 032-070-016

FIGUEROA 1995-111941 APN 032-070-022

PR PETROVICH FAMILY APN 032-070-023

FRIGARD 5243-354 APN 032-070-018

IMOTO 2005-18424 APN 032-070-019

A GP5

B GP5

SS LIFT STATION

PARK FG=2.9±

LAKE WS=-3.5

GAS WELL SITE

PARCEL 'H' OPEN SPACE

PARCEL 'P' COMMUNITY PARK

PG&E EASEMENT 350

TRAIL FG=2.3±

MATCH LINE – SEE SHEET GP 1

MATCH LINE – SEE SHEET GP 4

Bellecci & Associates, inc.
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BY	DATE	REVISIONS

TENTATIVE MAP

DAL PORTO SOUTH VESTING TENTATIVE MAP

GRADING PLAN

SUBD 9401 CONTRA COSTA COUNTY

OAKLEY CALIFORNIA

City of Oakley — A Place for Families to Grow in the Heart of the Delta

SHEET GP2 OF 17

JOB NO. 13075

MATCH LINE – SEE SHEET GP 1

MATCH LINE – SEE SHEET GP 4

PARK
FG=3.8±

LAKE
WS=–3.5

GAS WELL SITE

OPEN SPACE
FG=3.2±

OPEN SPACE
FG=3.5±

PARK
FG=2.8±

PARK

PARK

LEVEE – PER COMMON INFRASTRUCTURE PLANS

CONTRA COSTA CANAL

LIMITS OF CA–CCO–128

BETHEL ISLAND, LLC
SUB 9156

FUTURE ELEMENTARY SCHOOL

60 30 0 60 120 180
SCALE IN FEET

LEGEND

EXISTING CONDITIONS SHOWN WITH BROKEN AND/OR GRAY LINES U.O.N.

- CATCH BASIN, STORM DRAIN LINE, MANHOLE
- BOUNDARY LINE
- CENTER LINE
- LIMITS OF CA–CCO–128
- LOT LINE
- RETAINING WALL
- SS LIFT STATION — SANITARY SEWER LIFT STATION

BY	DATE	REVISIONS

Bellecci & Associates, inc.
Civil Engineering • Land Surveying • Construction Management
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CALIFORNIA

VESTING TENTATIVE MAP

DAL PORTO SOUTH

SUBD 9401

GRADING PLAN

CONTRA COSTA COUNTY

OAKLEY

City of OAKLEY
A Place for Families in the Heart of the Delta

SHEET GP3 OF 17

JOB NO. 13075

MATCH LINE – SEE SHEET GP 2

MATCH LINE – SEE SHEET GP 3

GAS WELL SITE

PARK

LAKE
WS=–3.5

PARK

LIMITS OF CA–CCO–128

NEIGHBORHOOD PARK

FUTURE ELEMENTARY SCHOOL

SS LIFT STATION

SS LIFT STATION

SS LIFT STATION

PG&E EASEMENT 350'

PARCEL 'H'
OPEN SPACE

FUTURE BETHEL ISLAND ROAD – PER COMMON INFRASTRUCTURE PLANS

TRAIL FG=0.8±

BETHEL ISLAND, LLC
SUB 9156

N

60 30 0 60 120 180
SCALE IN FEET

LEGEND

EXISTING CONDITIONS SHOWN WITH BROKEN AND/OR GRAY LINES U.O.N.

- CATCH BASIN, STORM DRAIN LINE, MANHOLE
- BOUNDARY LINE
- CENTER LINE
- LIMITS OF CA–CCO–128
- LOT LINE
- RETAINING WALL
- SS LIFT STATION — SANITARY SEWER LIFT STATION

BY	DATE	REVISIONS

Bellecci & Associates, inc.
Civil Engineering • Land Surveying • Construction Management
2280 Diamond Boulevard, Suite 100 Concord, CA 94520
Phone (925) 685–4569 Fax (925) 685–4838

VESTING TENTATIVE MAP

DAL PORTO SOUTH

GRADING PLAN

CONTRA COSTA COUNTY

CALIFORNIA

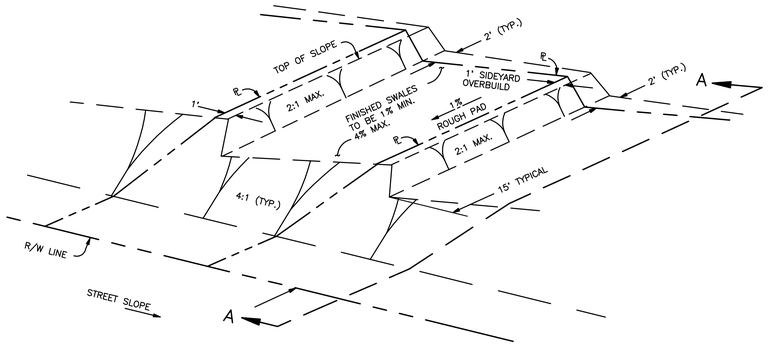
SUBD 9401

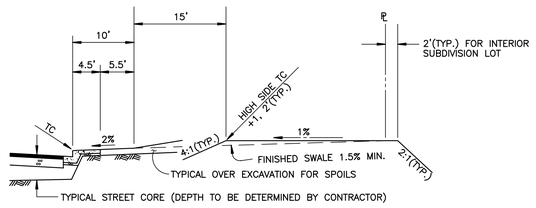
OAKLEY

City of Oakley — A Place for Families in the Heart of the Delta

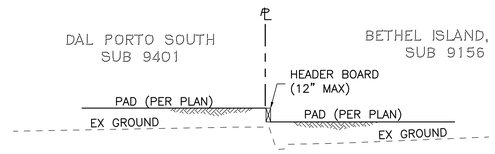
SHEET GP4 OF 17

JOB NO. 13075



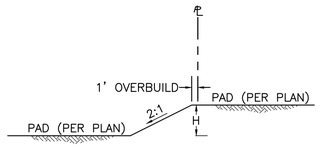


SECTION A–A



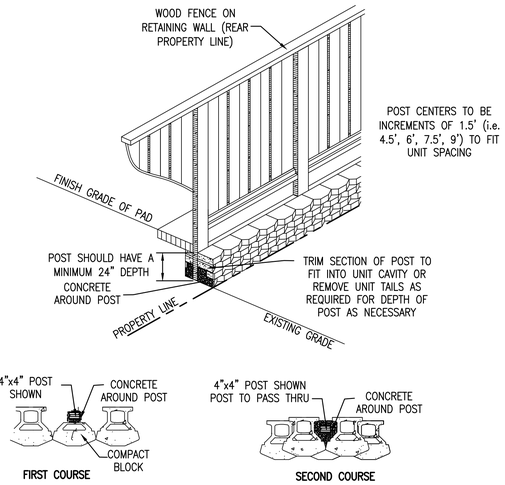
SECTION C–C
N.T.S.

TYPICAL ROUGH PAD DETAILS
N.T.S.



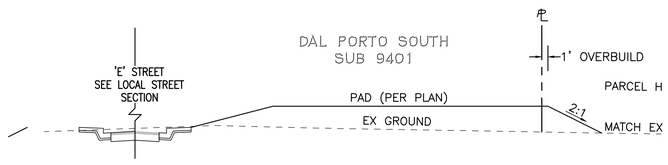
TYPICAL SIDE YARD SECTION AT INTERIOR LOT LINE
NOTE: DETAIL IS APPLICABLE FOR H>1'
N.T.S.

OPTIONAL SIDE YARD SECTION AT INTERIOR LOT LINE
NOTE: DETAIL IS APPLICABLE FOR H<1'
N.T.S.



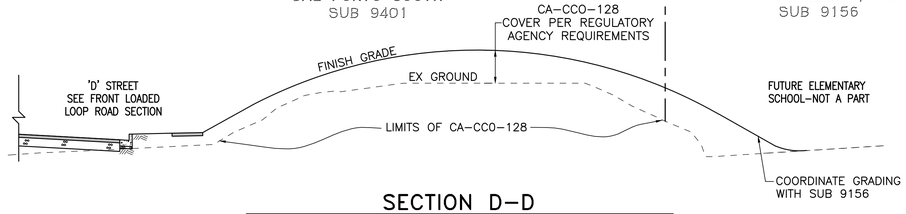
SECTION A–A
N.T.S.

NOTES:
1. MUST OBTAIN A BUILDING PERMIT FOR FENCE/WALL CONSTRUCTION.
2. TOTAL WALL+FENCE HEIGHT NOT TO EXCEED 8'.
3. ELEVATION DIFFERENCE OF LESS THAN 1' BETWEEN LOT AND ADJACENT PARCEL TO BE RETAINED BY THE FENCE AND HEADER BOARD (SEE SECTION C–C, THIS SHEET).

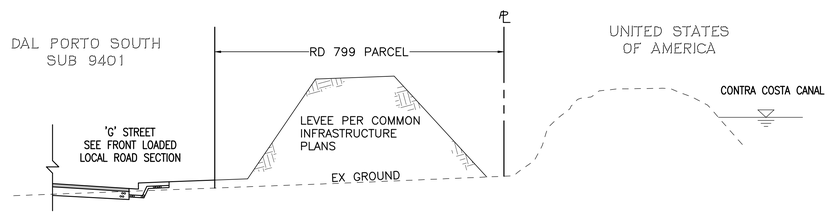


SECTION B–B
N.T.S.

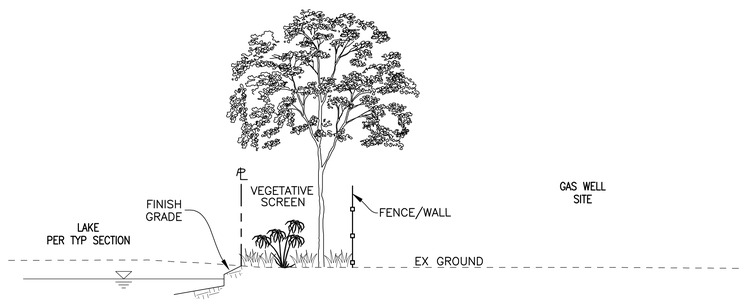
NOTES:
1. SEE TYPICAL PAD GRADING SECTIONS TO DETERMINE CONFORMANCE METHOD.



SECTION D–D
N.T.S.



SECTION E–E
N.T.S.



SECTION F–F
N.T.S.

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BY	DATE	REVISIONS

VESTING TENTATIVE MAP

DAL PORTO SOUTH
SUBD 9401

GRADING PLAN SECTIONS & DETAILS

CONTRA COSTA COUNTY
CALIFORNIA

OAKLEY

City of OAKLEY
A Place for Families in the Heart of the Delta

SHEET GP5 OF 17
JOB NO. 13075

LEGEND

EXISTING CONDITIONS SHOWN WITH BROKEN AND/OR GREY LINES U.O.N.

- CATCH BASIN, STORM DRAIN LINE, MANHOLE
- SANITARY SEWER LINE, MANHOLE
- WATER LINE
- CENTER LINE
- BOUNDARY LINE
- LOT LINE

EAST CYPRESS ROAD

OLD EAST CYPRESS ROAD

N

60 30 0 60 120 180

SCALE IN FEET

APN 032-060-005

DARST 6754OR415 APN 032-060-006

WALLACE 2002-292661 APN 032-060-

RAY 2003-452163 APN 032-060-006

SANTOS APN 032-060-007

ELLIFF APN 032-060-008

MONTERO 71980R450 APN 032-060-009

LARSEN 1991 16494-719 APN 032-060-010

BLOODWORTH 12814-725 APN 032-060-011

FRIEDMAN 1999-182999 APN 032-060-012

FRIESEN APN 032-060-013

KUN APN 032-060-014

KEARNEY APN 032-060-019

ROBERT J FEIT TRUST APN 032-060-018

BAGWELL 3532-183 APN 032-060-016

BAGWELL 1998-185059 APN 032-060-017

BAGWELL 2001-151483 APN 032-070-001

BRODERICK APN 032-070-002

BOYCE 2003-65778 APN 032-070-024

JH&P FARR FAMILY TRUST APN 032-070-005

LEVEE - PER COMMON INFRASTRUCTURE PLAN

CONTRA COSTA CANAL

PARK

OUTFALL=-9.3

MATCH LINE - SEE SHEET UP 2

MATCH LINE - SEE SHEET UP 3

BY	DATE	REVISIONS

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TENTATIVE MAP

CALIFORNIA

SUBD 9401

DAL PORTO SOUTH VESTING TENTATIVE MAP

UTILITY PLAN

OAKLEY

CONTRA COSTA COUNTY

City of OAKLEY
A Place for Families in the Heart of the Delta

SHEET UP1 OF 17

JOB NO. 13075

LEGEND

EXISTING CONDITIONS SHOWN WITH BROKEN AND/OR GREY LINES U.O.N.

- CATCH BASIN, STORM DRAIN LINE, MANHOLE
- SANITARY SEWER LINE, MANHOLE
- WATER LINE
- CENTER LINE
- BOUNDARY LINE
- LOT LINE

EAST CYPRESS ROAD

OLD EAST CYPRESS ROAD

APN 032-070-005

JH&P FARR FAMILY TRUST 2007-14339 APN 032-070-006

BURNETT 2003-46565 APN 032-070-007

SHERIDAN 2005-376300 APN 032-070-008

DUGGINS FAMILY TRUST APN 032-070-009

SMITH 1993-19172-92 APN 032-070-010

SMITH 1993-19172-90 APN 032-070-011

PG&E S.B.E. 135-7-75A PAR 1 APN 032-070-020

PG&E S.B.E. 135-7-76-A PAR 1 APN 032-070-021

PG&E S.B.E 135-7-76A PAR 2 APN 032-070-016

FIGUEROA 1995-111941 APN 032-070-022

PR PETROVICH FAMILY APN 032-070-023

FRIGARD 5243-354 APN 032-070-018

IMOTO 2005-18424 APN 032-070-019

ARCHE

60 30 0 60 120 180

SCALE IN FEET

MATCH LINE – SEE SHEET UP 1

MATCH LINE – SEE SHEET UP 4

SS LIFT STATION

THRU=-3.4

THRU=-14.7

INV=-3.6
LP=1.8
THRU=-14.2

OUTFALL=-11.7

PARK

LAKE

GAS WELL SITE

PG&E EASEMENT 350'

PARCEL P
COMMUNITY PARK

PARCEL H
OPEN SPACE

TRAIL
THRU=-10.2

BY	DATE	REVISIONS

Bellecci & Associates, inc.
Civil Engineering • Land Surveying • Construction Management
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Phone (925) 685-4569 Fax (925) 685-4838

VESTING TENTATIVE MAP

UTILITY PLAN

DAL PORTO SOUTH

CONTRA COSTA COUNTY CALIFORNIA

SUBD 9401

OAKLEY

City of OAKLEY
A Place for Families in the Heart of the Delta

SHEET UP2 OF 17

JOB NO. 13075

MATCH LINE – SEE SHEET UP 1

MATCH LINE – SEE SHEET UP 4

CONTRA COSTA CANAL

LEVEE – PER COMMON INFRASTRUCTURE PLANS

PARK

LAKE

OPEN SPACE

OUTFALL=-9.3

OUTFALL=-7.1

LIMITS OF CA-CCO-128

BETHEL ISLAND, LLC
SUB 9156

FUTURE ELEMENTARY
SCHOOL

N

60 30 0 60 120 180
SCALE IN FEET

LEGEND

EXISTING CONDITIONS SHOWN WITH BROKEN AND/OR GREY LINES U.O.N.

- CATCH BASIN, STORM DRAIN LINE, MANHOLE
- SS SANITARY SEWER LINE, MANHOLE
- W WATER LINE
- CENTER LINE
- BOUNDARY LINE
- LOT LINE

BY	DATE	REVISIONS

Bellecci & Associates, inc.
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CALIFORNIA

UTILITY PLAN

DAL PORTO SOUTH VESTING TENTATIVE MAP

SUBD 9401

CONTRA COSTA COUNTY

OAKLEY

City of Oakley
A Place for Families in the Heart of the Delta

SHEET UP3 OF 17

JOB NO. 13075

MATCH LINE – SEE SHEET UP 2

MATCH LINE – SEE SHEET UP 3

GAS WELL SITE

LAKE

PARK

PARK

NEIGHBORHOOD PARK

LIMITS OF CA-CCO-128

FUTURE ELEMENTARY SCHOOL

BETHEL ISLAND, LLC
SUB 9156

PG&E EASEMENT
350'

PARCEL H
OPEN SPACE

TRAIL

BETHEL ISLAND – PER COMMON INFRASTRUCTURE PLANS

SS LIFT STATION

SS LIFT STATION

N

60 30 0 60 120 180
SCALE IN FEET

LEGEND

EXISTING CONDITIONS SHOWN WITH BROKEN AND/OR GREY LINES U.O.N.

- CATCH BASIN, STORM DRAIN LINE, MANHOLE
- SANITARY SEWER LINE, MANHOLE
- WATER LINE
- CENTER LINE
- BOUNDARY LINE
- LOT LINE

BY	DATE	REVISIONS

Bellecci & Associates, inc.
Civil Engineering • Land Surveying • Construction Management
2280 Diamond Boulevard, Suite 100 Concord, CA 94520
Phone (925) 685-4569 Fax (925) 685-4838

DAL PORTO SOUTH VESTING TENTATIVE MAP

SUBD 9401

UTILITY PLAN

CONTRA COSTA COUNTY CALIFORNIA

OAKLEY

City of OAKLEY
A Place for Families, at the Heart of the Delta

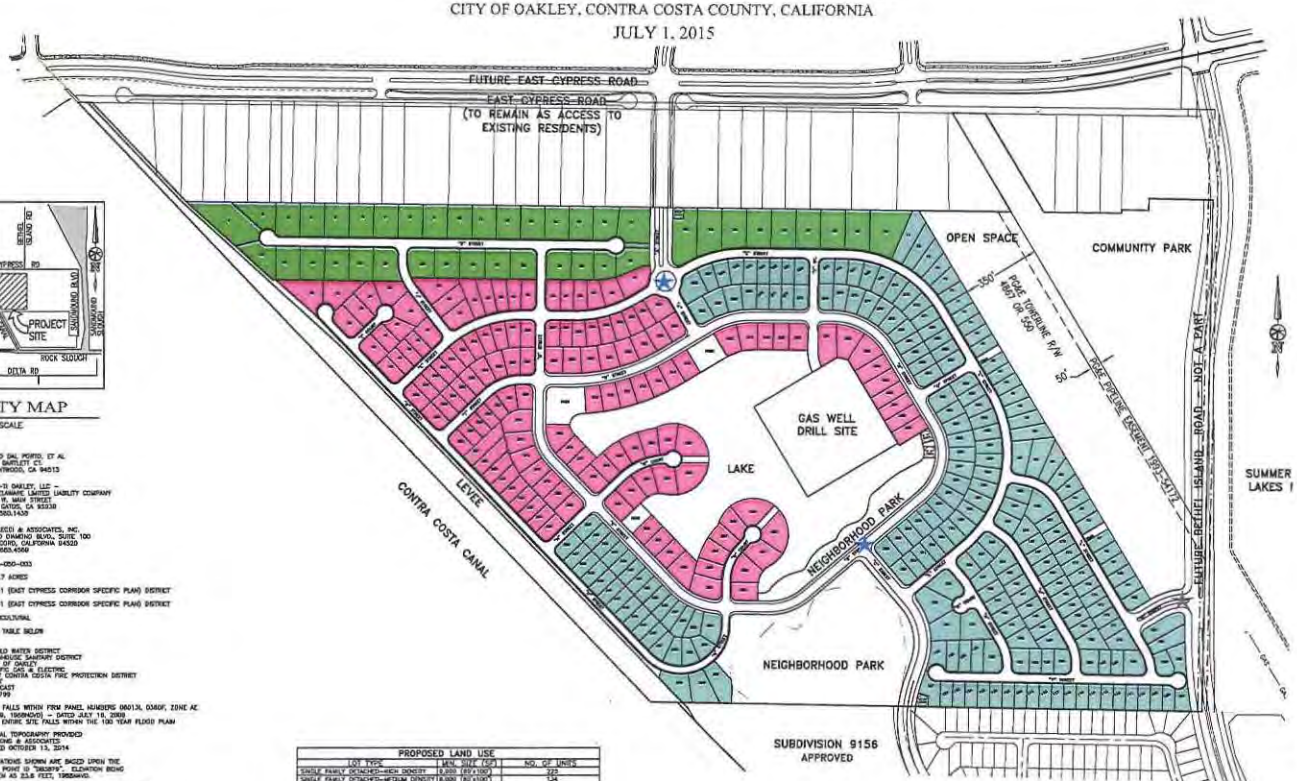
SHEET UP4 OF 17

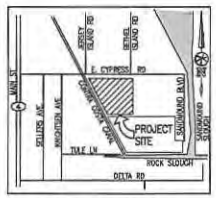
JOB NO. 13075

SUBDIVISION 9401
VESTING TENTATIVE MAP

DAL PORTO SOUTH
EAST CYPRESS CORRIDOR SPECIFIC PLAN
CITY OF OAKLEY, CONTRA COSTA COUNTY, CALIFORNIA

JULY 1, 2015





VICINITY MAP

NO SCALE

GENERAL NOTES

OWNER:	DAVID DAL PORTO, ET AL 694 BARTLETT CT. BRENTWOOD, CA 94513
DEVELOPER:	ACH-31 OAKLEY, LLC – A DELAWARE LIMITED LIABILITY COMPANY 235 W. MAIN STREET LOS GATOS, CA 95030 925.580.1430
CIVIL ENGINEER:	BELLECCI & ASSOCIATES, INC. 2280 DIAMOND BLVD., SUITE 100 CONCORD, CALIFORNIA 94520 925.685.4569
A.P.N.:	032-050-033
SITE AREA:	182.7 ACRES
EXISTING ZONING:	SP–1 (EAST CYPRESS CORRIDOR SPECIFIC PLAN) DISTRICT
PROPOSED ZONING:	SP–1 (EAST CYPRESS CORRIDOR SPECIFIC PLAN) DISTRICT
EXISTING USE:	AGRICULTURAL
PROPOSED USE:	SEE TABLE BELOW
SERVICES: WATER SUPPLY– SANITARY SEWER– STORM DRAIN– GAS & ELECTRIC– FIRE– TELEPHONE– CABLE TV– LEVEE–	EMBLD WATER DISTRICT DELTA DIABLO SANITARY DISTRICT CITY OF OAKLEY PACIFIC GAS & ELECTRIC EAST CONTRA COSTA FIRE PROTECTION DISTRICT AT&T COMCAST RD 799
FLOODING:	SITE FALLS WITHIN FIRM PANEL NUMBERS 0601C, 0360F, ZONE AE (EL. N. 1560NAVD) – DATED JULY 19, 2009 THE ENTIRE SITE FALLS WITHIN THE 100 YEAR FLOOD PLAIN
TOPOGRAPHY:	AERIAL TOPOGRAPHY PROVIDED BY KING & ASSOCIATES DATED OCTOBER 13, 2014
BASIS OF ELEVATION:	ELEVATIONS SHOWN ARE BASED UPON THE MCD POINT TO "BELGATE", ELEVATION BEING TAKEN AS 23.6 FEET, 1988NAVD.
BASIS OF BEARINGS:	CALIFORNIA COORDINATE SYSTEM, ZONE III (NAD 83).

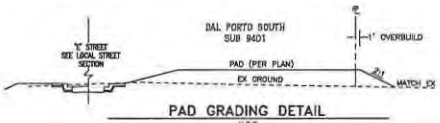
KEY MAP LEGEND

- (SL) SINGLE FAMILY RESIDENTIAL – LOW DENSITY — 18.9 ACRES – 44 DU – 2.2 DU/AC
- (SM) SINGLE FAMILY RESIDENTIAL – MEDIUM DENSITY — 39.6 ACRES – 134 DU – 3.4 DU/AC
- (SH) SINGLE FAMILY RESIDENTIAL – HIGH DENSITY — 49.8 ACRES – 225 DU – 4.5 DU/AC
- ★ GENERAL LOCATION OF LANDSCAPED "ARRIVAL POINT" TO BE DESIGNED & IMPROVED CONSISTENT WITH SECTION 7.2.3 "GATEWAYS, ENTRIES & ARRIVALS" PER THE EAST CYPRESS CORRIDOR SPECIFIC PLAN

NOTE: THIS DEVELOPMENT MAY BE CONSTRUCTED IN PHASES, RESULTING IN THE FILING OF MULTIPLE FINAL MAPS.

PROPOSED LAND USE

LOT TYPE	MIN. SIZE (SF)	NO. OF UNITS
SINGLE FAMILY DETACHED–HIGH DENSITY	4,000 (40'x100')	225
SINGLE FAMILY DETACHED–MEDIUM DENSITY	6,000 (60'x100')	134
SINGLE FAMILY DETACHED– LOW DENSITY	11,000 (110'x100')	44
	TOTAL =	403



PAD GRADING DETAIL

N.T.S.

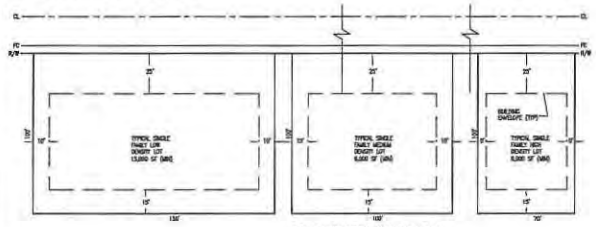
NOTES:
1. SEE TYPICAL PAD GRADING SECTIONS TO DETERMINE CONFORMANCE METHOD.

KEY MAP

SCALED 1"=180'

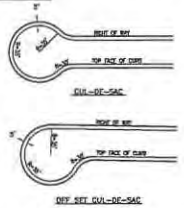
180 90 0 180 360 540

SCALE IN FEET



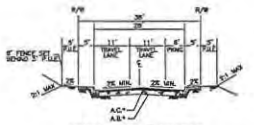
TYPICAL BUILDING ENVELOPES

N.T.S.



TYPICAL CUL–DE–SAC & OFF SET CUL–DE–SAC DETAIL

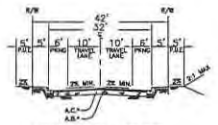
N.T.S.



LOCAL SINGLE LOADED STREET SECTION

* FINAL STRUCTURAL SECTION TO BE DETERMINED BY R-VALUE

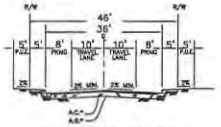
N.T.S.



MINOR LOCAL STREET CUL–DE–SAC SECTION

* FINAL STRUCTURAL SECTION TO BE DETERMINED BY R-VALUE

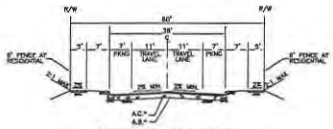
N.T.S.



LOCAL STREET SECTION

* FINAL STRUCTURAL SECTION TO BE DETERMINED BY R-VALUE

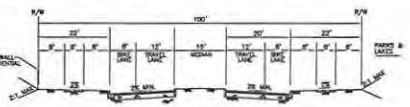
N.T.S.



UNLOADED LOOP ROAD SECTION

* FINAL STRUCTURAL SECTION TO BE DETERMINED BY R-VALUE

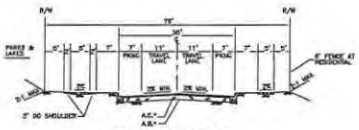
N.T.S.



PROJECT COLLECTOR ROAD SECTION

* FINAL STRUCTURAL SECTION TO BE DETERMINED BY R-VALUE

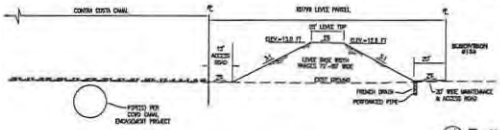
N.T.S.



LOOP ROAD SECTION

* FINAL STRUCTURAL SECTION TO BE DETERMINED BY R-VALUE

N.T.S.



LEVEE ALONG CONTRA COSTA CANAL

N.T.S.

Bellecci & Associates, inc.
Civil Engineering • Land Surveying • Construction Management
2280 Diamond Boulevard, Suite 100 Concord, CA 94520
Phone (925) 685-4569 Fax (925) 685-4638

Recording requested by,
and when recorded return to:

DEVELOPMENT AGREEMENT
BY AND BETWEEN
THE CITY OF OAKLEY
AND
ACD-TI Oakley, LLC
RELATING TO THE PROJECT KNOWN AS
"Dal Porto South, Planning Area 3"

EAST CYPRESS CORRIDOR SPECIFIC PLAN

DEVELOPMENT AGREEMENT
BY AND BETWEEN
THE CITY OF OAKLEY
AND ACD-TI OAKLEY, LLC
RELATING TO THE AREA KNOWN AS
"DAL PORTO SOUTH, PLANNING AREA 3"

This Development Agreement ("Agreement") is entered into as of the ___ day of _____, 2015, by and between the City of Oakley, a municipal corporation ("City"), and ACD-TI Oakley, LLC, a Delaware limited liability company ("Owner"), pursuant to the authority of Section 65864 *et seq.* of the Government Code of the State of California.

RECITALS

A. To strengthen the public planning process, encourage private participation in comprehensive planning, and reduce the economic risk of development, the legislature of the State of California adopted Section 65864 *et seq.* of the Government Code, ("Development Agreement Statute") which authorizes the City to enter into an agreement with any person having a legal or equitable interest in real property providing for the development of such property and establishing certain development rights therein.

B. Owner owns or has an equitable interest in certain real property consisting of approximately 182.5 acres, as generally depicted on Exhibit A attached hereto and as legally described on Exhibit B attached hereto (the "Property").

C. The Property is within the East Cypress Corridor Specific Plan ("Specific Plan") and it is shown as a portion of Planning Area 3 on Exhibit 22 of the Specific Plan. A copy of the Specific Plan's Exhibit 22 is attached hereto as Exhibit C.

D. The Property is strategically located to benefit the entire Specific Plan by providing property to complete key infrastructure improvements. Portions of the Property will be dedicated for the Specific Plan's perimeter levee and public roadways. The remainder of the Property shall be segregated for development as generally shown on the development plan attached hereto as Exhibit D.

E. As shown on Exhibit D, the Property's permitted residential land uses are as follows:

Unit Type	Total Acreage	Total Unit Count	Density (dwelling units per acre)
Single Family - Low Density	19.9	44	2.2 du/acre

Unit Type	Total Acreage	Total Unit Count	Density (dwelling units per acre)
Single Family – Medium Density	39.6	134	3.4 du/acre
Single Family - High Density	44.9	225	4.5 du/acre

F. Owner and the City desire to develop the Property consistent with the Specific Plan and this Agreement. It is the intent of this Agreement that the development of the Property substantially consistent with the Specific Plan would confer certain benefits on the residents of the City and East Contra Costa County. In addition to the public benefits typically associated with new development projects (e.g., expanding the City's housing supply; expanding the City's tax revenue base; constructing new infrastructure improvements; providing new school funding or school sites; expanding the City's public park and recreational amenities; generating permit fee revenue to fund City public health and safety programs; attracting new commercial and office uses to the City), this Agreement will also facilitate the significant public health and safety benefits described in Recitals F.1 through F.3, below.

1. Flood Control For Existing and New Residents:

Development of the Property in accordance with the Specific Plan will facilitate construction of a comprehensive urban levee system designed to meet the requirements of Reclamation District 99, FEMA, the Urban Levee Design Criteria, and Urban Level of Flood Protection Requirements.

2. Emergency Response for Existing and New Residents:

Development of the Property in accordance with the Specific Plan will facilitate construction of new East Cypress Road (four lanes) entirely protected by the new 300-year urban levee system. These improvements will provide a newly secured evacuation and emergency access route to existing and new residents.

3. Contra Costa Canal Upgrades to Protect Water Quality and Public Safety:

Development of the Property in accordance with the Specific Plan will facilitate the piped enclosure and undergrounding of the unlined segment of the Contra Costa Canal adjacent to the Specific Plan, protecting the public from the safety hazards of the open, unlined Canal (e.g., accidental falls into the Canal; improving water quality of the City's raw water supply).

G. Development of the Property in accordance the Specific Plan and this Agreement has been properly reviewed and assessed by the City pursuant to the California Environmental Quality Act, California Public Resources Code § 21000 *et seq.* ("CEQA"). On July 12, 2006, the Contra Costa County Local Agency Formation Commission approved annexation of the Property into the City. On March 10, 2009, the City certified the East Cypress Corridor Specific Plan EIR (the "Specific Plan EIR"), and on March 24, 2009 approved the Specific Plan. On July 14, 2015, the City Council considered an addendum to the Specific Plan EIR confirming that development of the Property in accordance with the Specific Plan and this Agreement will not cause any new or more severe environmental effects than otherwise analyzed in the Specific Plan EIR and confirming that such development does not trigger need to prepare a subsequent or supplemental environmental impact report under CEQA (the "EIR Addendum"). On July 14, 2015, the City adopted Resolution No. _____ approving a vesting tentative map to subdivide the Property in a manner consistent with the Specific Plan (the "Tentative Map"). The Specific Plan EIR, the EIR Addendum, and the Tentative Map, along with the City of Oakley General Plan 2020, the Specific Plan, and the Property's applicable zoning authorizations under the City of Oakley Municipal Code, all as approved on the effective date of this Agreement, are collectively referred to herein as the "Project Approvals."

H. This Agreement is consistent with the Project Approvals. Development of the Property in substantial conformance with this Agreement, the Project Approvals, and (as and when adopted or issued pursuant to this Agreement) the Subsequent Approvals will provide for orderly growth consistent with the goals, policies, and other provisions of the Project Approvals.

I. On _____, 2015, the City Council, following a duly noticed public hearing, approved this Agreement, and adopted Ordinance No. _____ approving this Agreement.

J. For the reasons cited herein, Owner and the City have determined that this Agreement is appropriate for the development of the Property. This Agreement will eliminate uncertainty, secure orderly development of the Property, ensure installation of necessary improvements as defined in the East Cypress Corridor Specific Plan, provide for public services appropriate to the development of the Property, ensure attainment of the maximum effective utilization of resources within the City at the least economic cost to its citizens, and otherwise achieve the goals and purposes for which the Development Agreement Statute was enacted. In addition, the City will benefit by the potential for the development of new housing within its limits, and by its ability to accept by offer of dedication property required for perimeter levee purposes and for public roadway purposes. The City may also assign its perimeter level property to another public or public benefit agency for ownership and maintenance purposes. Absent this Agreement, the City would forego these benefits. In exchange for these benefits to the City, Owner desires to receive the assurance that it may proceed with development of the Property in accordance with the Project Approvals, and that the development of new housing on a portion of the Property along with the payment of development fees as noted below will be deemed to satisfy any and all requirements, past, present or future,

for contribution by the Owner to the development of infrastructure or provision of services in the City in connection with the development of the Property.

NOW, THEREFORE, in consideration of the promises, covenants, and provisions set forth in this Agreement, the Parties agree as follows:

AGREEMENT

1. General Provisions.

1.1 Effective Date. This Agreement shall become effective upon the thirtieth (30th) day following adoption by the City Council of an ordinance approving this Agreement (the "Effective Date").

1.2 Obligations of Owner. Approval and execution of this Agreement by City are in consideration, among other things, of Owner's acceptance of and agreement to comply with this Agreement.

1.3 Obligations of City. Approval and execution of this Agreement by Owner are in consideration, among other things, of City's acceptance of and agreement to comply with this Agreement.

1.4 Term. The term of this Agreement shall extend to December 13, 2015, unless said term is otherwise terminated, modified or extended by circumstances set forth in this Agreement or by the mutual consent of the Parties ("Term"). Following expiration of said Term, this Agreement shall be deemed terminated and of no further force and effect; provided, however, such termination shall not affect any rights or duties arising from entitlements on the Property which were approved prior to, concurrently with or subsequent to the approval of this Agreement.

2. Interim Uses.

Owner may continue part or all of the Property in agricultural, storage, warehouse and other preexisting uses, until construction of different uses consistent with the land use designations in the Specific Plan.

3. Development of Property.

3.1 Applicable Law.

(a) Vested Right To Develop. Owner shall have the vested right to develop the Property in substantial conformance with the terms and conditions of this Agreement, the Project Approvals, Applicable Law, and (as and when adopted or issued pursuant to this Agreement) the Subsequent Approvals. City shall cooperate with Owner and shall undertake such actions as may be necessary to ensure this Agreement remains in full force and effect.

(b) Rules, Regulations and Official Policies. Except as otherwise provided in this Agreement, the rules, regulations, ordinances, official policies, and

conditions of approval governing the permitted uses of the Property shall be those set forth in this Agreement and the Project Approvals, and, with respect to matters not addressed by this Agreement or the Project Approvals, those rules, regulations, official policies, standards and specifications (including City ordinances and regulations) governing permitted uses, building locations, timing of construction, densities, design, heights, fees, exactions, and taxes in force and effect on the Effective Date of this Agreement.

(c) **Taxing Power.** Subject to Sections 3.1(d) and 3.1(f), below, no provision of this Agreement shall be construed to limit any general City power (either exercised directly by the City Council or by an election called by the City Council) to fix, establish, or levy a general or special tax or benefit assessment (each a "Funding Mechanism"), so long as it is fixed, established, or levied, on a (i) citywide basis, or (ii) a Specific-Plan-Area-wide basis. For the purpose of this paragraph, "benefit assessment" does not include an area of benefit charge made pursuant to Government Code sections 66485 through 66489. In the event a Funding Mechanism is lawfully formed or established to provide funding for services, improvements, maintenance, or facilities which are substantially the same as those services, improvements, maintenance, or facilities being funding by the fees, including but not limited to Impact Fees, or assessments being paid by Owner under this Agreement, or under the Project Approvals or the Subsequent Approvals, such fees or assessments to be paid by Owner shall be subject to reduction/credit in an amount equal to Owner's new or increased assessment under such Funding Mechanism. Alternatively, the new Funding Mechanism shall reduce/credit Owner's new tax or assessment in amount equal to such fees or assessment to be paid by Owner under this Agreement, or under the Project Approvals or Subsequent Approvals (as and when issued).

(d) **No Conflicting Enactments.** Notwithstanding any other provision of this Agreement, this Agreement does not preclude the City (including the voters in the City), by subsequent action, from enacting or imposing any New City Law that does not conflict with the Applicable Law or this Agreement. Conversely, the City shall not apply any New City Law which conflicts with Applicable Law or this Agreement or which reduces the rights provided Owner by this Agreement. Without limiting applicability of the preceding sentence, any New City Law shall be considered to conflict with this Agreement if it has any one or more of the following effects:

i. Limits or reduces the density or intensity set forth in the land use categories and ranges of gross acreages in the Project Approvals, this Agreement and Applicable Law;

ii. Limits or controls in any manner the availability of public utilities, services or facilities, or any privileges or rights to such utilities, services and facilities, for the Project or the Property;

iii. Limits or controls in any manner the growth or other rate, timing, phasing, or sequencing of the approval or development of the Property, whether by moratorium, growth restriction, a mechanism by which development is tied to the

availability of public services and/or facilities (for example, the presence of a specified traffic level of service or water or sewer availability) or otherwise;

iv. Applies to the Property any New City Law otherwise allowed by this Agreement that is not uniformly applied on a City wide basis to all substantially similar developments and properties;

v. Changes any land use designation or permitted (or prohibited) use of the Property without the written consent of Owner;

vi. Specifically addresses the development or use of the Property as opposed to being part of a general enactment that affects the entire City and as a result directly or indirectly applies to the development of the Property.

All City actions applying any New City Law to the development of the Property must be consistent with this Agreement. If City denies any Subsequent Approval on the basis that such subsequent Approval does not comply with a New City Law, City shall follow the procedures set forth in Section 3.2(d) (Processing) of this Agreement.

(e) **Processing Fees.** City may charge Owner the Processing Fees that are in force and effect on a City-wide basis at the time the services are rendered.

(f) **Impact Fees.** Owner shall pay all Impact Fees described on the attached Exhibit E and in effect as of the Effective Date, including any adjustments to any said Impact Fee made and adopted after the Effective Date in accordance with the Mitigation Fee Act, Government Code § 66000 *et seq.*, and the ordinance or resolution that originally adopted such Impact Fee. Impact Fees not in effect as of the Effective Date, or not described on the attached Exhibit E, shall neither apply to development of the Property nor be a payment obligation of Owner without Owner's prior written consent. The Parties intend that the Impact Fees payable by Owner under this Section 3.1(f) will be paid in lieu of any exactions, taxes, fees, or assessments generally intended to address similar uses or purposes, and that Owner shall not be required to pay more than one time for any such exaction, tax, fee, or assessment. Accordingly, the Impact Fees payable by Owner pursuant to this Section 3.1(f) shall be subject to reductions/credits in an amount equal to Owner's actual cost of complying with any such lawfully imposed exaction, tax, fee or assessment on the Property, or on development of the Property in accordance with the Project Approvals or Subsequent Approvals. If the amount of any reduction/credit due Owner under this Section 3.1(f) is greater than the amount of the otherwise applicable Impact Fee, Owner shall be paid the difference from the appropriate Impact Fee fund/funds pursuant to a subsequent reimbursement agreement between City and Owner. Notwithstanding the foregoing, no such reduction/credit shall be provided as a result of any assessment that arises from the an assessment district requested by Owner under Section 3.2(h) of this Agreement. Fee credits shall be calculated using values assigned in the Specific Plan infrastructure financing program created an in force at the time of commencement of development, or as otherwise agreed to in writing by the parties, which agreement shall not be unreasonably withheld.

Notwithstanding the immediately preceding paragraph, and subject to Section 3.1(d) of this Agreement, City may impose on the issuance of building permits a lawfully adopted Impact Fee of general applicability that is not described on the attached Exhibit E, but which could have lawfully been imposed as a condition of approval of the Tentative Map, provided the City Council first makes written findings based on substantial evidence, following a properly noticed public hearing, that imposition of such Impact Fee is necessary to either (i) comply with the requirements of state or federal law, or (ii) to protect persons or property from unforeseeable dangerous or hazardous conditions unrelated to the development of the Property in accordance with Applicable Law which create an imminent and physical threat to public health or safety, based on findings by the City Council that identify the dangerous or hazardous conditions requiring the imposition of such Impact Fee, explaining why there are no feasible alternatives to the imposition of such Impact Fee, and explaining how the imposition of such Impact Fee would alleviate the dangerous or hazardous condition. It is the parties intent that the preceding sentence be narrowly construed so as to ensure that Owner retains, and may exercise, the full scope of its rights under this Agreement to the greatest extent possible.

(g) Greenbelt Alliance. Owner, or its predecessors in interest, and Greenbelt Alliance, a California nonprofit corporation, are parties to a settlement agreement dated June 17th, 2011 and entitled "Agreement to Settle Litigation Regarding East Cypress Corridor Specific Plan" (the "Settlement Agreement"). Owner agrees to comply with its obligations under the Settlement Agreement, provided that in no event shall any claim that Owner has defaulted under the Settlement Agreement constitute a default under this Agreement, unless any such alleged Settlement Agreement default has been finally adjudged against Owner by all courts of competent jurisdiction.

(h) Life of Subdivision Maps, Development Approvals, and Permits. The term of any subdivision map or any other map, permit, rezoning or other land use entitlement, development approval, or permit approved as a Project Approval or Subsequent Approval shall automatically be extended for the longer of the duration of this Agreement (including any extensions) or the term otherwise applicable to such Project Approval or Subsequent Approval if this Agreement is no longer in effect. The term of this Agreement and any subdivision map or other Project Approval or Subsequent Approval shall not include any period of time during which (i) a development moratorium (including, but not limited to, a water or sewer moratorium or water and sewer moratorium), or (ii) the actions or inactions of other public agencies that regulate land use, development, or the provision of services to the land, prevents, prohibits, or delays development of the Property, or (iii) a lawsuit involving any such development approvals or permits is pending.

3.2 Cooperation/Implementation.

(a) Covenant of Good Faith and Fair Dealing. Each Party shall take and employ all necessary actions to ensure that the rights secured by the other Party through this Agreement can be enjoyed, and neither Party shall take any action that will deprive the other Party of the enjoyment of the rights secured through this Agreement.

(b) **New Law.**

i. The Parties recognize that the City presently is required by law to defend the validity of any voter-approved City initiative or referendum. The undertaking and provision of any such defense by the City shall not be construed in any manner as a violation or default of this Agreement. However, consistent with Section 3.1 of this Agreement, a conflicting initiative or referendum shall not apply to this Property.

ii. Should any moratorium or other growth or limitation restriction be enacted, whether by action of the City or by voter-approved initiative, referendum, or other means (collectively, "Moratorium"), and pursuant to this Agreement the City declines to apply the restrictions of such Moratorium to the Property, Owner shall fully defend City against any legal Challenge to City's declination to apply such Moratorium to the Property so long as Owner is constructing improvements on the Property. Owner shall provide all necessary legal services, bear all costs therefor, and otherwise indemnify and hold City harmless from all costs and expenses of any such Challenge and litigation, including any award of attorneys' fees in favor of the petitioner or plaintiff.

iii. Owner may challenge any New City Law should it be necessary, in Owner's opinion, to protect the rights vested pursuant to this Agreement.

(c) **Timing of Construction and Completion.** The Parties acknowledge that it is not now possible to predict when, or the rate at which, or the order in which, the Property or any portion of the Property will be developed. Such decisions depend upon numerous factors not within the control of Owner, including market orientation and demand, interest rates, general economic conditions, competition, employment rates and other similar factors. Owner may develop or not develop the Property in such order, at such rate and at such times, as Owner deems appropriate within the exercise of its subjective and independent discretion, and Owner shall determine the part of the Property to develop first. Owner shall not be required to initiate, pursue or complete development of the Property or any portion of the Property within the Term of this Agreement or any other specific period of time.

(d) **Processing.** City and Owner shall, with due diligence and in good faith, cooperate to promptly process and act on each Application and Subsequent Approval. City's granting, conditioning or denial of Applications shall be in accordance with this Agreement and Applicable Law. If City denies an Application, City shall state the basis in reasonable detail and specify the modifications to the Application that are required to obtain approval. If City continues its consideration of an Application to a later date, City shall endeavor to provide the applicant with direction as to any desired changes and additional information. City's obligations under this Section 3.2(d) are conditioned on Owner's provision to City, in a timely manner, of all documents, applications, plans, and other information necessary for City to carry out its obligations under such Section.

(e) **Specific Plan Infrastructure.** To the extent Owner is required by the Project Approvals or Subsequent Approvals to construct any circulation or street improvements, traffic calming improvements, pedestrian or bicycle improvements, public utility improvements, public park or open-space improvements, drainage and flood control improvements, and levee improvements to serve the Property or its development (each, a "Public Improvement" and, collectively, the "Public Improvements"), City agrees that any such requirement shall be imposed consistent with Applicable Law and preconditioned on Owner and City having first entered into a reimbursement agreement, which agreement shall not be unreasonably withheld, that (i) establishes all fee and assessment reductions/credits due Owner pursuant to Sections 3.1(c) and 3.1(f) of this Agreement and Applicable Law, and (ii) provides for the City to require any and all landowners within the Specific Plan that are benefited by a Public Improvement financed and constructed by Owner (each, a "Benefiting Landowner") to pay City their respective fair share of the actual and reasonable costs of constructing such Public Improvement, prior to City's approval of any discretionary land use entitlement or other land use approval affecting such Benefiting Landowner's property, for reimbursement to Owner.

i. To the extent Owner is required by the Project Approvals or Subsequent Approvals to construct any levee improvements on the Property, such levee improvements shall be dedicated by Owner to City, provided that City may assign its interest in such improvements to another public agency or public benefit agency for ownership and maintenance purposes.

ii. To the extent Owner is required by the Project Approvals or Subsequent Approvals to construct any public roadway improvements (*i.e.*, arterial, collector, and local streets) on the Property, such roadway improvements shall be dedicated by Owner to the City, excepting therefrom (at Owner's election) an easement for purposes of oil or gas pipeline installation, use, maintenance, repair, replacement, and relocations.

(f) **Eminent Domain Power.** City shall cooperate with Owner in implementing this Agreement, the Project Approvals, and the Subsequent Approvals. To the extent permitted by law, such cooperation shall include without limitation the use by City of its power of eminent domain where necessary to satisfy a condition of approval of any Project Approval or Subsequent Approval.

(g) **Other Governmental Permits.** Owner shall apply in a timely manner for Subsequent Approvals required by other agencies having jurisdiction over, or providing services or facilities to, the Property. City shall cooperate with Owner relative to such Subsequent Approvals by other agencies, including from time to time at the request of Owner using City's best efforts to enter into agreements with any such agency as may be necessary to ensure the availability of such permits and approvals, but City shall not be required by this Agreement to join or become a party in any manner to litigation or any administrative proceeding involving such agencies.

(h) **Financing Districts or Mechanisms**. At the request of Owner, City shall cooperate in the formation of assessment districts, communities facilities districts, tax-exempt financing mechanisms, or other funding mechanisms related to traffic, sewer, water, or other infrastructure improvements (including, without limitation, design, acquisition, and construction costs) within the Property. City shall diligently and expeditiously process applications by Owner necessary to establish funding mechanisms so long as (i) the application complies with Applicable Law, (ii) is consistent with City's standards, and (iii) provides for a lien to value ratio and other financial terms that are reasonably acceptable to City, and which will result in no commitment of City funds. City shall diligently seek to sell any bonds to be issued and secured by such assessments upon the best terms reasonably available in the marketplace. Owner may initiate improvement and assessment proceedings utilizing assessment mechanisms authorized under the law of the State of California where the property subject to assessment (the "Assessed Property") provides primary security for payment of the assessments. Owner may initiate such assessment proceedings with respect to a portion of the Assessed Property to provide financing for design or construction of improvements for such portion.

4. Amendment.

4.1 Amendment of Agreement. This Agreement may be amended from time to time in whole or in part by mutual written consent of the Parties or their successors in interest, and subject to the provisions of this Article 4.

4.2 Insubstantial Amendment Exemption. An insubstantial amendment to this Agreement is one that does not: relate to the Term; permitted uses; density or intensity of use; height or size of proposed buildings; provisions for reservation and dedication of land; conditions, restrictions, and requirements relating to subsequent discretionary actions by City; or monetary contributions by Owner or any other conditions or covenants relating to the use of the Property. An insubstantial amendment shall not require a noticed public hearing before the Parties may execute an amendment to this Agreement. The Director shall determine whether the insubstantial amendment exemption applies, which determination may be appealed by any aggrieved person to the City Council in accordance with the provisions of Applicable Law. Any such appeal shall toll all applicable time periods until such time as the appeal is concluded.

4.3 Parties Required to Amend. When a portion of Owner's rights or obligations has been transferred (Section 6.2), the consent or signature of the person to whom such rights or obligations have been transferred shall not be required to amend this Agreement, except (a) to the extent a written transfer agreement so requires, or (b) if the transfer agreement does not contain an express provision concerning amendments to this Agreement, then if the amendment would materially alter the rights or obligations of such Transferee under this Agreement. However, any such Transferee shall be provided with thirty (30) days prior written notice of any amendment to this Agreement.

4.4 Amendment to Approvals. No amendment of the City of Oakley 2020 General Plan, Specific Plan or a Subsequent Approval shall require an amendment to this Agreement. Any such amendment shall automatically be incorporated into this Agreement to the extent such amendment does not conflict with this Agreement as set forth in Section 3.1(e), above, and any rights given to Owner by such amendment shall be vested under this Agreement.

5. Default; Annual Review; Delay; Legal Challenge.

5.1 Default.

(a) Notice and Cure. The terms, provisions and conditions of this Article 5 shall apply to any default by either Party. A "Default" is a failure by either Party to perform any term or provision of this Agreement, which failure continues uncured for a "Cure Period" of thirty (30) days following written notice of such failure from the other Party or for such longer period as may be provided by mutual consent. Any notice given pursuant to the preceding sentence ("Default Notice") shall specify the nature of the alleged failure to perform and, where appropriate, the manner in which such failure may be cured. If the nature of the alleged failure to perform is such that it cannot reasonably be cured within a 30-day period, then the commencement of the cure within the 30-day period following the Default Notice, and the diligent prosecution to completion of the cure thereafter, shall be deemed to be a cure within the Cure Period.

(b) Cure Period. During any Cure Period, the Party alleged to have failed to perform shall not be in default of this Agreement for the purposes of termination, other remedies or institution of an administrative proceeding or litigation. If the alleged failure is cured, then no default by the Party shall have taken place or existed and the Party giving the Default Notice shall take no further action.

(c) Remedies.

i. Subject to the foregoing provisions of this Section 5.1, after a Default (i.e., after Default Notice and expiration of the Cure Period without cure), the Party giving the Default Notice may institute a legal proceeding to enforce the terms of this Agreement, and/or terminate this Agreement pursuant to Government Code Section 65868.

ii. If the City elects to consider terminating this Agreement due to a Default of Owner, then City shall give notice of intent to terminate this Agreement pursuant to Sections 7.1 and 7.2 of this Agreement, and the matter shall be scheduled for consideration and review by the City Council within thirty (30) days in the manner set forth in Government Code Sections 65865, 65867 and 65868. Owner shall have the right to offer written and oral evidence prior to and at such public hearing. If the City Council determines that a Default has occurred and is continuing, and elects to terminate this Agreement, then City may give written notice of termination of this Agreement to Owner by certified mail and this Agreement shall thereby be terminated sixty (60) days thereafter. However, if Owner files an action to challenge City's

termination of this Agreement within such sixty-day period, then this Agreement shall remain in full force and effect until a trial court has affirmed City's termination of this Agreement and all appeals have been exhausted (or the time for requesting any and all appellate review has expired).

(d) **Relation to Annual Review.** Evidence of an alleged default by Owner may also arise in the course of the regularly scheduled Annual Review of this Agreement, as further described in Section 5.2 of this Agreement.

(e) **Default by City.** In the event City does not accept, review, approve or issue the necessary, Subsequent Approvals for use in a timely fashion as provided in this Agreement, or as otherwise agreed to by the Parties, or the City otherwise defaults under the terms of this Agreement, Owner shall have all rights and remedies provided in this Agreement and/or under Applicable Law.

5.2 **Annual Review.**

(a) On or before the first anniversary of the Effective Date, and on or before each anniversary date during the term of this Agreement thereafter, the City shall conduct an Annual Review. This Annual Review shall be conducted by the Community Development Director, and shall be limited in scope to compliance with the terms of this Agreement.

(b) The City shall deposit in the mail to Owner a copy of all final public staff reports and to the extent practicable, related exhibits concerning Owner's performance hereunder at least ten (10) days prior to such periodic review. Owner shall be permitted an opportunity to respond to the City's evaluation of their performance, orally at public hearing, or in a written statement, or both, at Owner's election.

5.3 **Enforced Delay; Extension of Time of Performance.** In addition to any specific provision of this Agreement which may excuse performance, performance by either Party under this Agreement shall not be deemed to be in default where delays or defaults are due to war, insurrection, terrorism, strikes, walkouts, riots, floods, earthquakes, fires, casualties, acts of God, restrictions imposed or mandated by governmental entities other than City (including new or supplemental environmental regulations), enactment of conflicting state or federal laws or regulations, judicial decisions, economic conditions, or other circumstances outside the reasonable control of the Party to be excused. A Challenge shall be deemed to create an excusable delay. Upon the request of either Party to this Agreement, an extension of time for such cause (including a corresponding extension of the Term) shall be granted in writing by the other Party for the period of the enforced delay or such longer period relating to the delay as may be mutually agreed upon. Such an extension of time, having been granted pursuant to this Agreement, shall not be an amendment of it.

5.4 **Legal Action.**

(a) **Legal Remedies.** This Agreement shall be construed and enforced in accordance with the laws of the State of California. Either Party may, in addition to any

other rights or remedies, institute an action to cure, correct or remedy any default, enforce any covenant or agreement in this Agreement, enjoin or restrain any threatened or attempted violation of this Agreement or enforce by specific performance the obligations and rights of the Parties to this Agreement, or to obtain any other remedy. However, in no event shall either City or Owner be entitled to monetary damages for breach of contract by the other Party to this Agreement.

(b) **Cooperation in the Event of Challenge.** In the event of any legal or equitable acts, actions or other proceedings instituted by a Third Party, other governmental entities or officials challenging the validity of the provision of this agreement, any Project Approval, or any Subsequent Approval, the Parties hereby agree to cooperate in defending said action or proceeding. The Parties agree that this Section 5.4(b) shall constitute a separate agreement entered into concurrently, and that if any other provision of this Agreement, or the Agreement as a whole, is invalidated, rendered null, or set aside by a court of competent jurisdiction, the Parties agree to be bound by the terms of this section, which shall survive such invalidation, nullification, or setting aside.

(c) **Re-approval.** If, as a result of any administrative, legal or equitable action or other proceeding as described in Section 5.4(b), all or any portion of this Agreement, Project Approvals, or Subsequent Approvals are set aside or otherwise made ineffective by any judgment (a "Judgment") in such action or proceeding (based on procedural, substantive or other deficiencies, hereinafter "Deficiencies"), the Parties hereto agree to use their respective best efforts to sustain and reenact or readopt this Agreement, Project Approvals, and/or Subsequent Approvals to which the Deficiencies related, without contravening the Judgment, unless otherwise agreed to by the Parties in writing. The Parties agree that this Section 5.4(c) shall constitute a separate agreement entered into concurrently, and that if any other provision of this Agreement, or the Agreement as a whole, is invalidated, rendered null, or set aside by a court of competent jurisdiction, the Parties agree to be bound by the terms of this section, which shall survive such invalidation, nullification or setting aside.

5.5 Defense and Indemnity.

(a) **Owner's Actions.** Owner shall defend, hold harmless, and indemnify City and its elected and appointed officers, agents, employees, and representatives from claims, costs, and liabilities for any personal injury, death, which may arise, directly or indirectly, from operations performed under this Agreement by Owner or by Owner's contractors, subcontractors, agents or employees, whether such operations were performed by Owner or any of Owner's contractors, subcontractors, or by any one or more persons directly or indirectly employed by, or acting as agent for Owner or any of Owner's contractors or subcontractors. Owner further agrees to and shall save and hold the City harmless for any and all claims, costs and liability arising as a result of a successful legal action against the City by a Third Party which challenges the validity of this Agreement, or any of the terms and conditions herein.

(b) **City's Actions.** Nothing in this Article 5 shall be construed to mean that Owner shall defend, indemnify, or hold City or its elected or appointed representatives, officers, agents or employees harmless from any claims of personal injury, death, or property damage arising from, or alleged to arise from, the maintenance or repair by City of improvements that have been offered for dedication and accepted by City for maintenance.

6. Covenants and Transfers.

6.1 Covenants. The provisions of this Agreement shall constitute covenants or servitudes that shall run with the land comprising the Property, and the burdens and benefits of such provisions shall bind and inure to the benefit of all successors in interest and shall be assignable thereto. Notwithstanding the foregoing, this Agreement shall be of no further force or effect as to a residential or commercial lot and/or unit once said lot and/or unit is constructed and title thereto transferred to the buyer.

6.2 Transfer. Owner may assign or otherwise transfer all or any portion of its interests, rights or obligations under this Agreement, the Project Approvals, or the Subsequent Approvals to a person acquiring an interest or estate in all or any portion of the Property, including purchasers and lessees underground and other leases of lots, parcels or facilities. If Owner makes such a transfer, the person to whom the transfer is made ("Transferee") shall automatically share the vested rights to improve the portion of the Property transferred and the other rights and the duties of Owner under this Agreement, the Project Approvals, and the Subsequent Approvals then existing or as may thereafter exist relating to the portion of the Property transferred, except as Owner and the Transferee may otherwise agree. Upon the transfer by Owner of all or any portion of the Property, Owner shall, automatically and without further action by any Party, be released of all liability under this Agreement with respect to that portion of the Property that is so transferred.

7. Miscellaneous Provisions.

7.1 Generally. Any notice required under this Agreement between City or Owner must be in writing, and may be given either personally or by registered or certified mail, return receipt requested. If given by registered or certified mail, such notice shall be deemed to have been given and received on the first to occur of (i) actual receipt by any of the addressees designated below as the Party to whom notices are to be sent, or (ii) five days after a registered or certified letter containing such notice, properly addressed, with postage prepaid, is deposited in the United States mail. If personally delivered, a notice shall be deemed to have been given when delivered to the Party to whom it is addressed.

7.2 Addresses for Notice. Notices shall be given to the Parties at their addresses set forth below:

If to City, to:

Community Development Director
3231 Main Street
Oakley, CA 94561
Telephone: 925-625-7000
Facsimile: 925-628-4745

With a copy to:

Derek Cole, City Attorney,
3231 Main Street
Oakley, CA 94561
Telephone: (916) 780-9009
Facsimile: (916) 780-9050

If to Owner, to:

By: Alta Oakley, LLC
a California limited liability company
24591 Silver Cloud Court, Suite 100
Monterey, CA 93940
By: Perry Hariri
Its: COO
Telephone: (925) 580-1438

With a copy to:

Jennifer Hernandez
Holland & Knight LLP
50 California St., Suite 2800
San Francisco, CA 94111

Any Party to this Agreement may at any time, by giving notice to the other Party pursuant to Section 8.1 of this Agreement, designate any other address in substitution of the above address. Thereafter, all notices relating to this Agreement shall be addressed and transmitted to such new address.

7.3 **No Agency, Joint Venture or Partnership.** City and Owner hereby renounce the existence of any form of joint venture or partnership between them, and agree that nothing contained herein or in any document executed in connection herewith shall be construed as making the City and Owner joint ventures or partners.

7.4 **Severability** If any portion, part, article, section, subsection, subdivision, sentence, phrase, word, term, provision, covenant, or condition of this Agreement (each a "Portion") or the application of any Portion of this Agreement to a particular situation is held by a court or other authority of competent jurisdiction to be invalid, void or unenforceable, such Portion shall be considered severed from this Agreement and the remainder of this Agreement, or the application of this Agreement to other situations, shall continue in full force and effect unless amended or modified by mutual consent of the Parties. Notwithstanding the foregoing, if the Portion or its application held to be invalid, void or unenforceable is material to Owner, Owner may (in Owner's sole and absolute discretion) terminate this Agreement by providing written notice of such termination to City.

7.5 **Other Necessary Acts.** Each Party shall execute and deliver to the other all such other further instruments and documents as may be reasonably necessary to carry out this Agreement in order to provide and secure to the other Party the full and complete enjoyment of its rights and privileges under this Agreement.

7.6 **Construction.** This Agreement has been reviewed and revised by legal counsel for both City and Owner, and no presumption or rule that ambiguities be construed against the drafting Party shall apply to the interpretation or enforcement of this Agreement.

7.7 **Other Miscellaneous Terms.** The singular includes the plural; the masculine gender includes the neuter and feminine; "shall" is mandatory; "may" is permissive.

7.8 **Section, Etc., References.** A reference to an Article, Section, or Recital is a reference to the corresponding Article, Section, or Recital of this Agreement.

7.9 **Counterparts.** This Agreement is executed in two duplicate counterparts, each of which is deemed to be an original.

7.10 **Entire Agreement.** This Agreement shall constitute the entire Agreement of the Parties to this Agreement. This Agreement supersedes all negotiations and previous agreements between the Parties with respect to all or any part of the subject matter of this Agreement. Any waiver of any provision of this Agreement shall be in writing and signed by the appropriate authorities of City and Owner.

7.11 **Recordation.** Within thirty (30) days after the execution hereof, this Agreement (or suitable memorandum thereof) shall be recorded at Owner's expense against the Property in the official Records of the County of Contra Costa.

7.12 **Incorporation.** The Preamble and the Recitals, including without limitation all defined terms set forth in both, are hereby incorporated into this Agreement as if set forth in this Agreement in full.

8. Definitions.

Unless the context requires a different meaning, any term or phrase used in this Agreement which has its first letter capitalized shall have the meaning given to it in this Article. A definition applies to both the singular and plural forms of the term, so long as the first letter is capitalized. A definition applies throughout this Agreement, regardless of whether the definition is given with the first use of the defined term, thereafter or in this Article 8.

"Agreement" means this Development Agreement, including all of its Exhibits, as this Agreement may be amended.

"Annexation Transition Fees" means those fee payments required by that certain "Agreement Between Contra Costa County and the City of Oakley Relating to Transition of Municipal Services, Collection of Fees and Maintenance of Infrastructure Upon Annexation of the East Cypress Corridor Specific Plan Area."

"Annual Review" means the annual review that the City shall make regarding the good-faith compliance by Owner with the terms of this Agreement (Section 5.2).

"Applicable Law" means (i) this Agreement, (ii) the Project Approvals, (iii) when they are adopted or issued pursuant to this Agreement, the Subsequent Approvals, and (iv) with respect to matters not addressed by this Agreement, the Project Approvals, and such Subsequent Approvals, the City Laws in force and effect on the Effective Date.

"**Application**" means an application for a Subsequent Approval, pursuant to the City's forms, requirements and procedures which are in place and in accordance with this Agreement when the application is submitted to the City, including all applicable Processing Fees.

"Assessed Property" has the meaning given in Section 3.2(h).

"CEQA" means the California Environmental Quality Act (Public Resources Code Sections 21000 et seq.), the CEQA Guidelines, and City's local guidelines promulgated thereunder (collectively "CEQA").

"Challenge" means any legal or equitable action instituted by a Third Party challenging the validity of any provision of this Agreement, the Project Approvals, the Subsequent Approvals, or any other aspect of the Property.

"City Council" means the City Council of the City of Oakley.

"City" means the City of Oakley, including its City Council, Planning Commission, agencies, departments, employees and authorized agents, consultants and volunteers.

"City Laws" means all City rules, regulations and official policies, including without limitation all City laws, ordinances, codes, rules, regulations, general, specific, and other plans, policies, resolutions, orders, directives, mitigation measures, other measures, conditions, standards, specifications, dedications, fees, taxes, assessments,

liens, other exactions, other impositions and any other action, whether enacted or adopted: by the City Council, Planning Commission, other board, commission, or similar body of City; the City electorate through the initiative or referendum process or other means; by any district or other entity; or though exercise of County's police or other power, right or interest. "City Law" means any one of the City Laws.

"Cure Period" has the meaning given in Section 5.1.

"Default" has the meaning given in Section 5.1.

"Default Notice" has the meaning given in Section 5.1.

"Department" means the Community Development Department of City or any successor department of City.

"Deficiencies" has the meaning given in Section 5.4(c).

"Development Agreement Statute" has that meaning given in Recital A.

"Director" means the Director of the Department or his or her designee.

"Effective Date" is the date on which this Agreement becomes effective, as provided in Section 1.1.

"Funding Mechanism" has the meaning given in Section 3.1(c).

"General Plan" means the City of Oakley General Plan adopted December 16, 2002, as amended through the Effective Date, and as the same may be amended consistent with this Agreement after the Effective Date.

"Impact Fees" means a monetary exaction other than a general or special tax or assessment in effect as of the Effective Date of this Agreement, whether established for a broad class of projects by legislation of general applicability or imposed on a specific project on an *ad hoc* basis, that is charged by a local agency to the applicant in connection with approval of a development project for the purpose of defraying all or a portion of the cost of public facilities related to the development project. Impact Fees also include adjustments to such Impact Fees adopted by the City in accordance with the terms of this Agreement and Applicable Law. Impact Fees do not include Processing Fees.

"Judgment" has the meaning given in Section 5.4(c).

"Moratorium" has the meaning given in Section 3.2(b)(2).

"New City Law" means any City Law that becomes operative or effective after the Effective Date.

"Owner" is ACD-TI Oakley, LLC, a Delaware limited liability company.

"Parties" refers to Owner and City, and a **"Party"** is either one of them.

"Preamble" means the first paragraph of this Agreement, which immediately precedes the recitals.

"Processing Fees" shall mean fees charged by the City solely to recover the reasonable costs to the City for staff time and resources spent reviewing and processing Applications for Subsequent Approvals.

"Property" has the meaning given in Recital B.

"Public Improvement" and **"Public Improvements"** have the meanings given in Section 3.2(e)(i).

"Settlement Agreement" has the meaning given in Section 3.1(g).

"Specific Plan" / East Cypress Corridor Specific Plan means the specific plan approved by City ordinance on March 24,2009, as amended through the Effective Date.

"Subsequent Approvals" means the land use approvals, actions, agreements, permits or entitlements necessary or desirable to the development of the Property, including (without limitation) amendments to the Project Approvals, zoning changes, preliminary and final development plans, vesting tentative and final subdivision maps, site plan approval, use and grading permits, building permits, lot line adjustments, sewer and water connections, design review approvals, development agreements, certificates of occupancy, resubdivisions, and any amendments to, or repealing of, any of the foregoing.

"Tentative Map" has the meaning given in Recital G.

"Term" has the meaning given in Section 1.4.

"Third Party" means a person or entity other than the Parties, or their successors in interest, and including another governmental entity or official.

IN WITNESS WHEREOF, this Agreement has been approved by City and has taken effect as of the Effective Date and has been executed by the Parties to this Agreement as of the day and year shown on the notarial acknowledgments to this Agreement.

CITY OF OAKLEY

By: _____

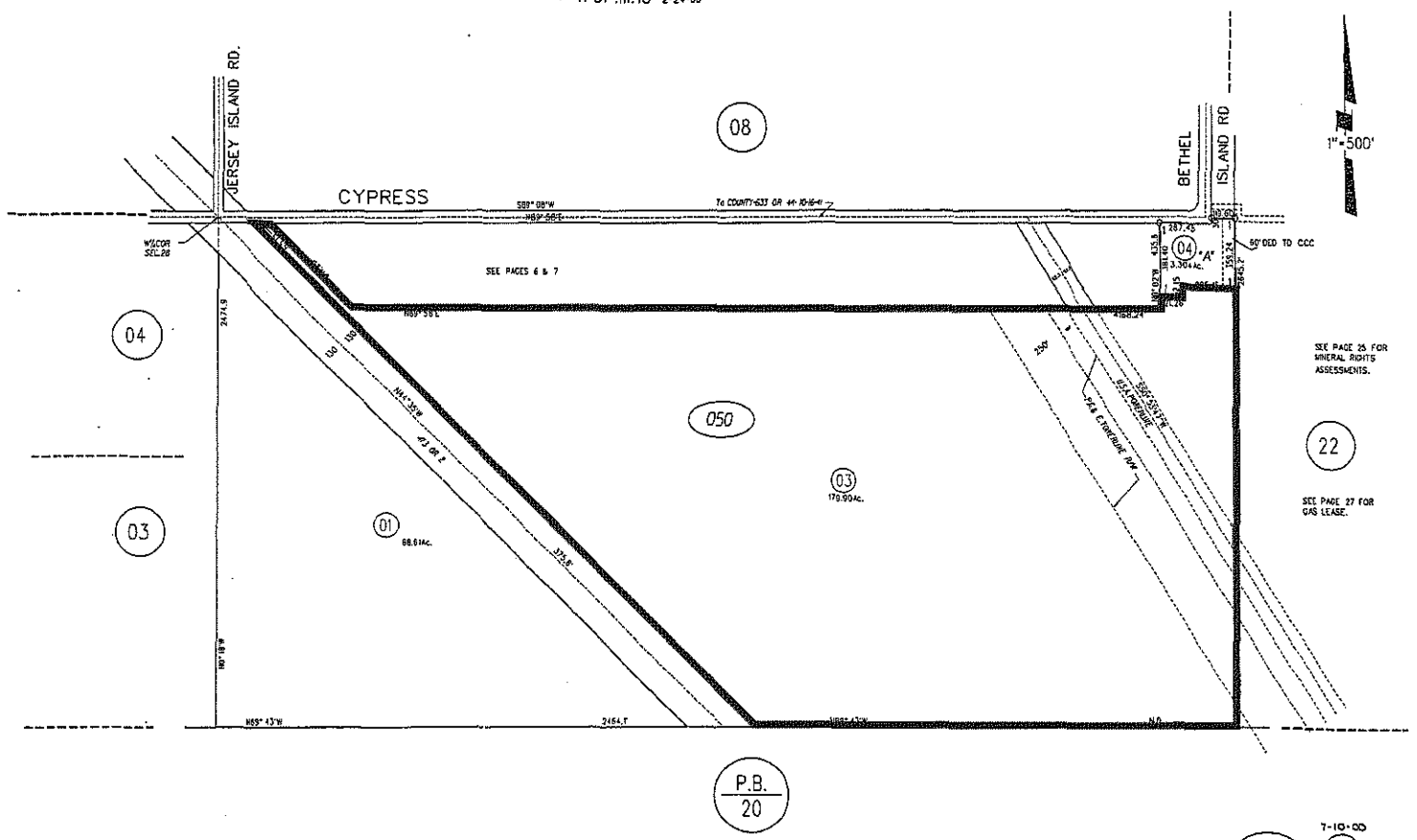
OWNER:

ACD-TI Oakley, LLC
a Delaware limited liability company
By: Alta Oakley, LLC
a California limited liability company
Its Manager
By: Perry Hariri
Its: Chief Operating Officer

_____

Perry Hariri
Chief Operating Officer

EXHIBIT A



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ASSESSOR'S MAP

BOOK 32 · PAGE 05

FM. 106-8 CONTRA COSTA COUNTY, CALIF.

ORDER NO. : 0147012955-JQ

EXHIBIT A

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

Parcel One:

Portion of the South 1/2 of Section 28, Township 2 North, Range 3 East, mount Diablo Base and Meridian, described as follows:

Beginning on the North line of the South 1/2 of said Section 28 at the Northeast line of the 260 feet in width strip of land describe in the Deed from Bank of America National Trust and Savings Association to United States of America, dated November 30,1937, and recorded June 16, 1938, in Book 473 of Official Records, Page 2; thence from said point of beginning South 44° 35' East along said Northeast line to the South line of said section 28; thence North 89° 58' East along said South line to the East line of said section 28; thence North 0° 18' East along said East line to the North line of the South 1/2 of said section 28; thence South 89° 58' West along said North line to a point which bears North 0° 02' West, 30 feet from the Northeast corner of the parcel of land described in the Deed from O.V. Strickland, et ux, to A.J. Cooley, dated June 10, 1950 and recorded June 27, 1950, in Book 1582 of Official Records, Page 460; thence South 0° 02" East at 30 feet the Northeast corner of said Cooley parcel, a total distance of 4654.6 feet to the Southeast corner thereof; thence South 89° 58" West along the South line of said Cooley parcel, 1582 or 460, and along the direct extension South 89° 58' West thereof to the Northeast line of the 125 feet in width strip of land described as parcel 5 in the judgment entered November 15, 1930, under action No. 30173, in the district court of the united states in and for the Northern district of California, Southern division, a certified copy of which was recorded November 15, 1950, in Book 1668 Official Records, Page 494; thence North 30° 53' 47" West along said Northeast line and along the extension Northerly thereof to the North line of the South 1/2 of said section 28; thence South 89° 58' West along said North line to the intersection thereof with the Southwest line of said united states of America Parcel, 1668 or 494, extended North 30° 53' 47" West; thence South 30° 53' 47" East, along said extended line and along the Southwest line of said united states of America parcel, 1668 or 494, to a point which bears North 89° 58' East from the Southeast corner of the parcel of land described in the Deed from (O.V. Strickland, et ux, to Eugene Conness, et ux, dated April 10, 1950 and recorded April 11, 1950, in Book 1536 of Official Records, Page 123; thence South 89° 58' West to the Southeast corner of said Conness parcel, 1536 or 123; thence South 89° 58' west along the South line of said Conness parcel and along the direct extension South 89° 58' West thereof to the Southeast corner of the parcel of land described in the Deed from O.V, Strickland, et ux, to Dora M. Henry, et vip, dated June 27, 1949, and recorded July 25, 1949, in Book 1416 of Official Records, Page 274; thence South 89° 58' West along the South line of said Henry Parcel, 1416 or 274, 68.24 feet; thence South 89° 58' West to a point which is 45 feet Northeasterly measured at right angles from the Northeast line of said united states of America Parcel, 473 or 2; thence North 44° 35' West parallel with the Northeast line of said United States of America Parcel to the North line of the South 1/2 of the said section 28; thence South 89° 58' West along said North line to the point of beginning.

EXCEPTING THEREFROM:

1. "All oil, gas and other hydrocarbons and minerals now or at any time hereafter striate therein and thereunder", as reserved in the Deed from Bank of America National Trust and Savings Association to Earl M. Harrington, et ux, dated March 21, 1940 and recorded April 27, 1940, in Book 534 of Official Records, Page 309.

2.The interest conveyed to Contra Costa County by Deed from Earl M. Harrington, et ux, dated September 22, 1941 and recorded October 16, 1941, in Book 633 of Official Records, Page 44, "For Use as a Public Highway" over that portion of the premises lying within Cypress Road and Bethel Island Road.

3. Parcel "A", as shown on Parcel Map MS 950010, filed February 24, 2000, Parcel Map Book 178, Page 15, Contra Costa County Records.

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Parcel Two:

The easement conveyed in the Deed from Arthur E. Honegger, a married man, recorded August 27, 1976, in Book 7994, Page 181, Official Records, Contra Costa County, as follows:

A portion of Section 33 and Section 34, Township 2 North, Range 3 East, Mount Diablo Base and Meridian, described as follows:

An easement for irrigation purposes, water transport, construction, repair, and maintenance with ingress and egress to said easement. Said easement is a strip of land 30 feet wide, right angle measurement in, under, over, along and across a corridor of land, the centerline of which is described as follows:

Beginning at the Southeast corner of said Section 28, being along the common corner of Sections, 27, 28, 33 and 34; running thence along the Eastern boundary line of Section 33, being also the centerline of said 30 foot wide irrigation easement, South 00° 18' West 2.485 feet, more or less, to a point on the Northeasterly boundary line of the right-of-way of the Contra Costa canal as described in the Deed from West Coast Life Insurance Company to the United State of America dated November 29, 1937 and recorded March 17, 1938 in Book 448, Page 155, Official Records. The side lines shall be lengthened or shortened so as to create a strip of land of the uniform width of 30 feet.

Thence, continuing with said 30 feet wide easement form the point of intersection of said centerline with the said Northeasterly boundary line of said canal the Southwestern boundary line of said strip is described as follows:

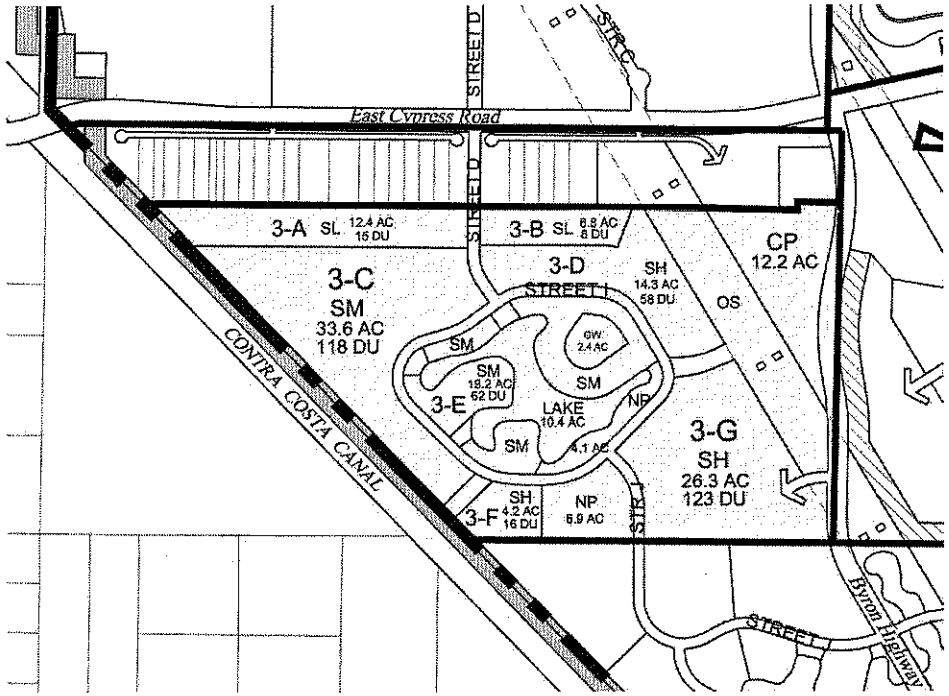
Said Southwestern boundary line is also the Northeastern boundary line of said canal thence, in a Southeasterly direction parallel with the Northeasterly boundary line of said canal, thence along the last named line South 44° 35' West 225 feet, more or less, to a point of intersection with the East-West mid-section line of said Section 34.

The Northeasterly boundary line of said 30 feet wide strip, right angle measurement, shall be lengthened or shortened so as to create a strip of land of the uniform width of 30 feet.

Parcel Three:

A non-exclusive easement as an appurtenance to Parcel One above for a right of way for pedestrian and vehicular ingress and easement for maintenance, repair and replacement of electric lines, subterranean sewer and other utilities, over, under and upon an Easterly portion of said land lying within the area designated as "Temporary Private Access Easement to Remainder" as shown on the Parcel Map M.S. 10-95 in Book 178 of Parcel Maps at Page 15, Contra Costa County Records.

APN: 032-050-003



Planning Area	Land Use	Description	Acres	Density Range	Target Units	Square Footage
3-A	SL	Single Family Residential - Low Density	12.4	0.8 - 2.3	15	
3-B	SL	Single Family Residential - Low Density	6.8	0.8 - 2.3	8	
3-C	SM	Single Family Residential - Medium Density	33.6	2.3 - 3.8	118	
3-D	SH	Single Family Residential - High Density	14.3	3.8 - 5.5	58	
3-E	SM	Single Family Residential - Medium Density	19.2	2.3 - 3.8	62	
3-F	SH	Single Family Residential - High Density	4.2	3.8 - 5.5	16	
3-G	SH	Single Family Residential - High Density	26.3	3.8 - 5.5	123	
	CP	Community Parks	12.2			
	NP	Neighborhood Parks	11.0			
		Lakes	10.4			
		Levee	3.2			
	OS	Open Space / Easement	22.7			
	GW	Gas Well Sites	2.4			
		Roads (Bethel Island, Jersey Island, and E. Cypress)	3.8			
TOTAL			182.5		400	

Note: All acreages are based on gross area.

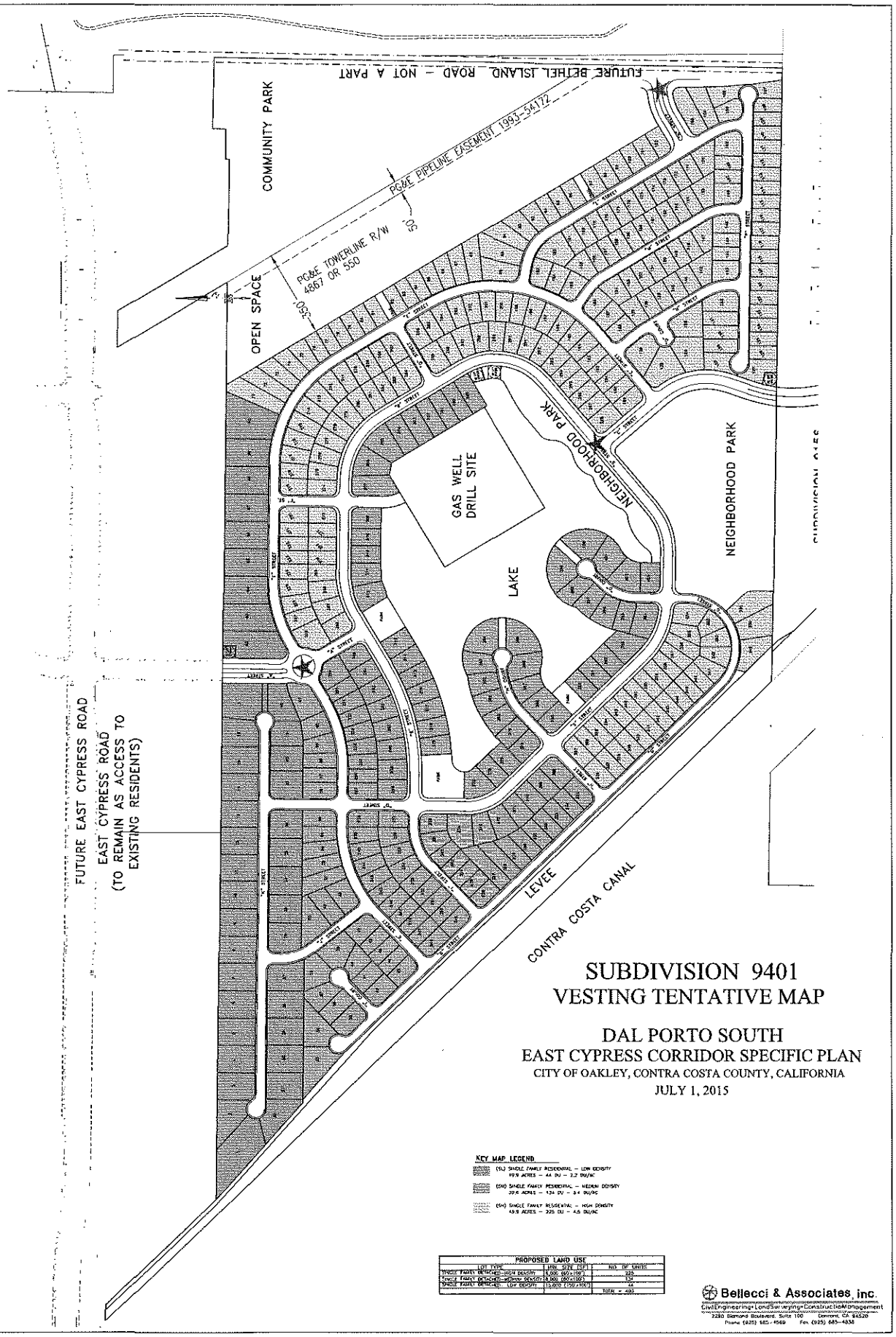
LEGEND

- LEVEE
- INTERIM LEVEE
- PLANNING AREA
- SPECIFIC PLAN BOUNDARY
- ELECTRICAL TOWER

Exhibit 22
Dal Porto South
Planning Area 3 - Land Use

EXHIBIT C

EXHIBIT D



SUBDIVISION 9401
VESTING TENTATIVE MAP

DAL PORTO SOUTH
EAST CYPRESS CORRIDOR SPECIFIC PLAN
CITY OF OAKLEY, CONTRA COSTA COUNTY, CALIFORNIA
JULY 1, 2015

Bellecci & Associates, inc.
Civil Engineering • Land Surveying • Construction Management
2280 Diamond Boulevard, Suite 100 Concord, CA 94520
Phone (925) 682-4949 Fax (925) 685-4835

EXHIBIT E

IMPACT FEES APPLICABLE TO DEVELOPMENT OF THE PROPERTY

In accordance with Section 3.1(f) of the *Development Agreement By And Between The City Of Oakley And ACD-TI Oakley, LLC Relating To The Project Known As "Dal Porto South, Planning Area 3"* (the "Agreement"), the Impact Fees, as such term is defined by the Agreement, applicable to the Project are as follows:

1. Those citywide development impact fees noticed by the City of Oakley[i] Resolution No. 85-00, dated October 9, 2000, and effective as of the Effective Date of the Agreement;

2. Those citywide development impact fees noticed by Resolution No. 08-03, dated February 10, 2003, and effective as of the Effective Date of the Agreement;

3. The citywide traffic impact fee authorized by Ordinance No. 14-00, dated November 13, 2000, and adopted by Resolution No. 49-03, dated August 11, 2003;

4. The Regional Transportation Development Impact Mitigation Fee authorized by Ordinance No. 14-00, dated November 13, 2000, and adopted by Resolution No. 73-05, dated July 11, 2005;

5. The Park Land Dedication In-Lieu Fee adopted by Ordinance No. 03-03, dated April 28, 2003;

6. The Park Impact Fee authorized by Ordinance No. 05-00, dated April 10, 2000, and adopted by Resolution No. 19-03, dated April 14, 2003;

7. The Fire Facilities Impact Fee adopted by Ordinance No. 09-01, dated February 12, 2001;

8. The General Plan Fee adopted by Resolution No. 53-03, dated August 11, 2003; and

9. The East Contra Costa County Habitat Conservation Plan Fees adopted by Resolution No. 112-07, dated October 22, 2007, and the Habitat Conservation Plan Administrative Fee adopted by Resolution No. 124-07, dated November 26, 2007, subject to the terms and conditions of that certain *East Cypress HCP/NCCP Memorandum of Agreement*, by and between the U.S. Fish and Wildlife Service, the California Department of Fish and Wildlife, and Owner's predecessors in interest (among other parties), dated June 1, 2006 and on file with the City.

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[i] Unless otherwise stated, all ordinances and resolutions described herein refer to those adopted by the City of Oakley.

Planning Area 3 (Dal Porto South) Vesting Tentative Map 9401 and Development Agreement

East Cypress Corridor Specific Plan Environmental Impact Report Addendum

I. Introduction

The City of Oakley is the lead agency for this Addendum to the Revised East Cypress Corridor Specific Plan Environmental Impact Report (State Clearinghouse #2004092011) ("East Cypress Corridor Specific Plan EIR") certified on March 13, 2006 and the East Cypress Corridor Specific Plan Supplemental EIR (State Clearinghouse #2004092011) ("Supplemental East Cypress Corridor Specific Plan EIR" or "Supplemental EIR") certified on March 10, 2009 pursuant to City of Oakley City Council Resolution No. 46-09 (the East Cypress Corridor Specific Plan EIR and the Supplemental EIR are collectively referred to herein as the "Specific Plan EIR."). The Specific Plan EIR was prepared to support the adoption of the East Cypress Corridor Specific Plan ("Specific Plan"), adopted March 13, 2006, and to evaluate the environmental effects of developing the Specific Plan's 6 discrete Planning Areas in accordance with Specific Plan's development standards, policies, goals and objectives. In addition to certifying the Specific Plan EIR, Resolution No. 46-09 adopted a Mitigation Monitoring and Reporting Program applicable to development activities associated with build-out of the Specific Plan in accordance with Public Resource Code Section 21081.6 (the "MMRP").

This Addendum is prepared in accordance with the California Environmental Quality Act, Public Resources Code Section 12000 *et seq.* (CEQA), to assist the City in its consideration of applications for Vesting Tentative Subdivision Map 9401 for Planning Area 3 and a Development Agreement applicable to the same property, which requested approvals are collectively referred to herein as a the "Project." The Project implements a portion of the larger Specific Plan development project analyzed in the Specific Plan EIR. Specifically, the Project implements the City's policies, goals and objectives established for Planning Area 3, as described in the Specific Plan and analyzed in the Specific Plan EIR.

Pursuant to Government Code Section 65457(a), CEQA does not apply to a residential development project (including any subdivision) that is consistent with, and undertaken to implement, a specific plan for which an EIR was certified after January 1, 1980, such as the Specific Plan, unless a subsequent EIR is required by Public Resources Code Section 21166 ("Section 21166"). Pursuant to Section 21166, as further clarified by CEQA Guideline Section 15162, when an EIR has been certified, the lead agency may not require a subsequent EIR unless it determines, on the basis of substantial evidence in light of the whole administrative record that one or more of the following subsequent EIR triggers have occurred:

- Substantial project changes are proposed which will require major revisions of the Specific Plan EIR due to the involvement of new significant environmental effects or a substantial increase in the severity of previously identified significant effects;
- Substantial changes occur with respect to the circumstances under which the project is undertaken which will require major revisions of the Specific Plan EIR due to the involvement of new significant environmental effects or a substantial increase in the severity of previously identified significant effects; or
- New information of substantial importance, which was not known and could not have been known with the exercise of reasonable diligence at the time the Specific Plan EIR was certified, shows any of the following:

    - The project will have one or more significant effects not discussed in the Specific Plan EIR;
    - Significant effects previously examined will be substantially more severe than shown in the Specific Plan EIR;
    - Mitigation measures or alternatives previously found not to be feasible would in fact be feasible and would substantially reduce one or more significant effects of the project, but the project proponents decline to adopt the mitigation measure or alternative; or
    - Mitigation measures or alternatives which are considerably different from those analyzed in the previous EIR would substantially reduce one or more significant effects on the environment, but the project proponents decline to adopt the mitigation measure or alternative.

If none of the Section 21166 subsequent EIR triggers have occurred with respect to the Project, per Government Code Section 65457(a), the City's consideration and potential approval of the Project are exempt from CEQA.

As discussed below, this Addendum concludes that approval of the Project does not trigger need for a subsequent EIR under Section 21166 because development of the Project will not result in new, or substantially more adverse, significant environmental impacts than those disclosed in the Specific Plan EIR. Moreover, as discussed below, there is no new information of substantial importance, which was not known and could not have been known with the exercise of reasonable diligence at the time the Specific Plan EIR was certified, that shows any new, or substantially more adverse, environmental impacts than those disclosed in the Specific Plan EIR, or that shows that new, or previously identified infeasible, mitigation measures or alternatives would substantially reduce one or more significant environmental effects of the project. Accordingly, per Section 21166, the City may not require a subsequent EIR for the Project.

This Addendum incorporates, by reference, the analysis contained in the certified Specific Plan EIR. In accordance with CEQA Guidelines Section 15164(c), this Addendum does not need to be circulated for public review, but will be attached to the Specific Plan EIR.

Background

The Specific Plan site is located in eastern Contra Costa County on the eastern side of the City of Oakley. The Specific Plan applies to approximately 2,546 acres and includes vacant land, agricultural land, proposed and existing single-family homes, commercial use, existing overhead power lines, existing natural gas wells, existing natural gas pipelines, existing irrigation canals, and the Summer Lake North and South Projects (formerly known as the Cypress Lakes and Country Club). The Specific Plan is divided into six Planning Areas. Planning Area 1 includes approximately 704 acres proposed for development of up to 1,700 residential dwelling units. Planning Area 2, also known as Summer Lake North, includes approximately 409 acres that is approved for development with 824 residential units. Planning Area 3 includes approximately 183 acres proposed for development with up to 400 residential units. Planning Area 4 includes approximately 351 acres proposed for development with up to 1,120 residential units. Planning Area 5 includes approximately 269 acres, also known as Summer Lake South, and, prior to City's adoption of the Specific Plan, had already been approved for development of up to 628 residential units. Planning Area 6 is a 631 acre area consisting of existing residential, commercial, and agricultural land uses located throughout the Specific Plan. The Specific Plan allows new development within Planning Area 6, and provides that a total of 1,095 residential units may be developed within Planning Area 6, but the Specific Plan does not set forth a conceptual development plan for Planning Area 6, as it does for Planning Areas 1 through 5. In addition, portions of Planning Area 6 located along Dutch Slough Road and Sandmound Boulevard have not been annexed into the City of Oakley and remain under the jurisdiction of unincorporated Contra Costa County. The Specific Plan's land use plan is conceptual and expressly permits variations in the total number of residential units that are actually approved and constructed within each of its six Planning Areas, provided that the total number of residential units approved within the Specific Plan area does not exceed 5,759 residential units.

The City has taken the following actions to implement the adopted Specific Plan:

- On September 12, 2005, the City Council of the City of Oakley adopted Ordinance No. 25-05 approving a development agreement between the City and the Lesher Trust for the development of the Lesher Property (the "Lesher Development Agreement").
- On February 13, 2006, the City Council of the City of Oakley adopted Ordinance No. 02-06 approving a development agreement between the City and Shea Homes for the development of Planning Area 2 (the "PA2 Development Agreement").
- On October 25, 2011, the City Council of the City of Oakley adopted Resolution 116-11 approving a vesting tentative subdivision map to subdivide Planning Area 2 into 824 single-family residential lots, a 70 acre man-made lake, open space, parks, a commercial area and the construction of approximately 14,000 linear feet of new 300-eary storm event levee.
- On November 8, 2011, the City Council of the City of Oakley adopted Ordinance No. 24-11 approving an amendment to the PA2 Development Agreement that would extend that agreement for an additional 13 years (to 2025).
- On November 8, 2011, the City Council of the City of Oakley adopted Resolution No. 122-11 approving a vesting tentative subdivision map to subdivide Planning

Area 4 into 933 single-family residential lots and one multi-family lot consisting of 195 apartment units for a total of 1,128 residential units. Concurrent therewith, the City Council adopted an ordinance approving a development agreement covering Planning Area 4, vesting the landowner's right to develop Planning Area 4 in accordance with the Specific Plan.

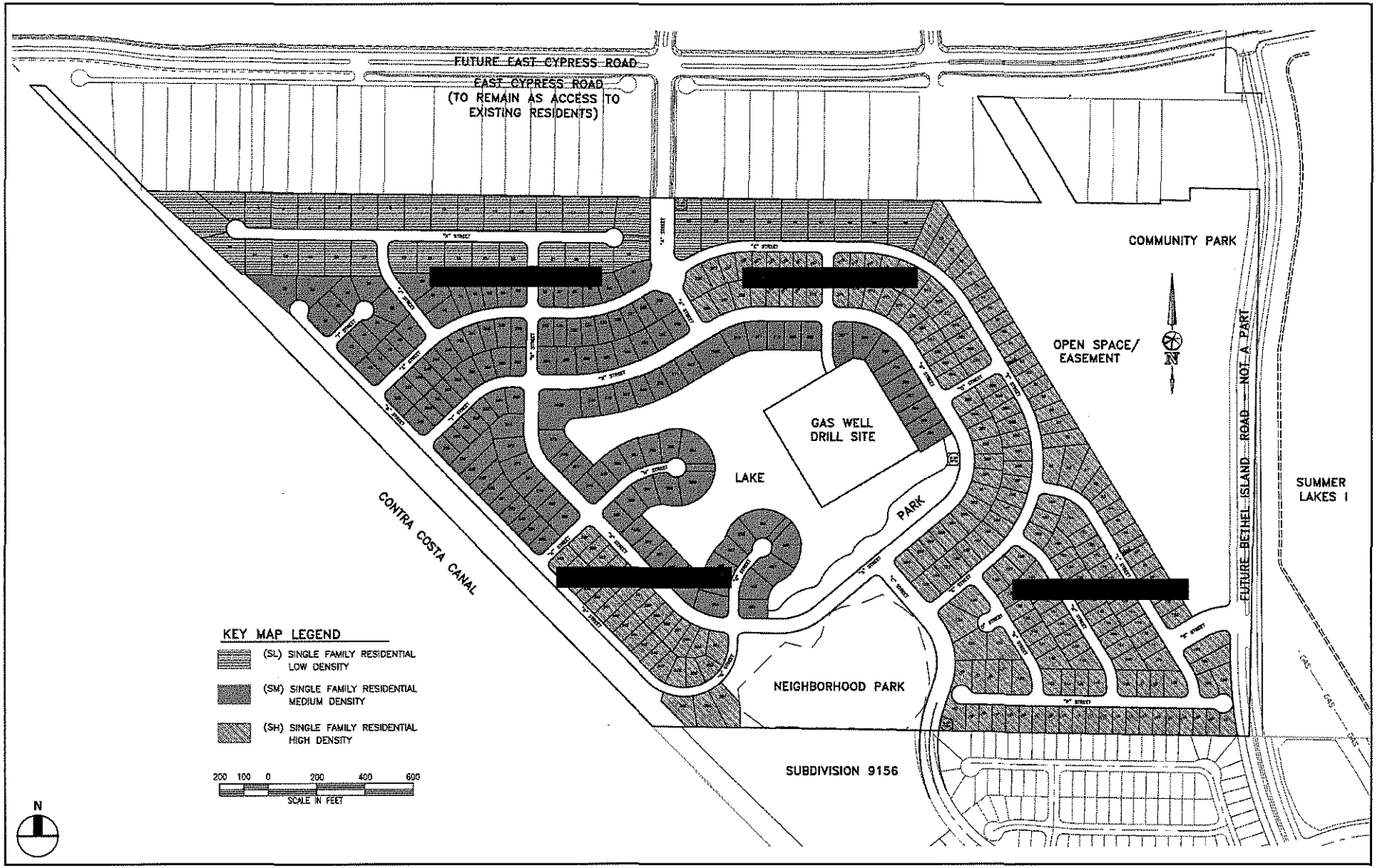
- On January 10, 2012, the City Council of the City of Oakley adopted Ordinance No. 25-11 approving an amendment of the Lesher Development Agreement to vest the landowner's right to develop the Lesher Property in accordance with the Specific Plan.
- On January 12, 2012, the City Council of the City of Oakley adopted Ordinance No. 27-11 approving a development agreement for the development of Planning Area 6-H.
- On January 24, 2012, the City Council of the City of Oakley adopted Resolution 11-12 approving Tentative Parcel Map MS 11-976 subdividing two parcels totaling approximately 16.44 acres into four parcels in Planning Area 6-H.
- On May 15, 2012, the City Council of the City of Oakley adopted Resolution No. 45-12 approving a vesting tentative subdivision map to subdivide the northern 334 acres of the 704-acre Planning Area 1 (commonly known as the Dal Porto North property) into 276 single-family residential lots, 227 acres of wetland/open space, an elementary school site, parks, and other non-urban uses. Concurrent therewith, the City Council adopted an ordinance approving development agreements covering the Dal Porto North property, vesting the landowner's right to develop such properties consistent with the Specific Plan.

The Project proposes development of Planning Area 3 consistent with the Specific Plan. Planning Area 3 is located in the central-west area of the Specific Plan site. Planning Area 3 is bounded to the north by East Cypress Road, to the west by the Contra Costa Water District Canal, to the south by Planning Area 4 of the Specific Plan and to the east by the future extension of Bethel Island Road to the southern boundary of the Specific Plan.

The Specific Plan contemplates development of Planning Area 3 with up to 400 residential units consisting of low, medium and high density units, 11.0 acres of neighborhood parks, a 12.2 acre community park, a 10.4 acre lake, 22.7 acres of open space and easements, up to a 2.4 acre gas well site, 3.8 acres of roads and 3.2 acres of levee.

II. Vesting Tentative Map 9401

The applicant has submitted to the City an application for Vesting Tentative Map 9401 ("Map Application") for the development of Planning Area 3 (Dal Porto South) in a manner consistent with the Specific Plan. A review of the Map Application by the City confirms that the tentative map generally mirrors the Specific Plan's conceptual land use exhibit for Planning Area 3 with regard to the proposed uses, internal roadways, parks, lake and other infrastructure. The Project's proposed vesting tentative map is shown in Exhibit A. The project proposes 403 dwelling units in a variety of housing types and includes the same land uses on approximately the same acreage as the Specific Plan's conceptual land use plan for Planning Area 3.



Source: Bellecci & Assoc. Inc.

Exhibit A

Tentative Vesting Map 9401

III. Development Agreement

As permitted by Section 2.9.6 of the Specific Plan, the applicant has also submitted to the City an application for a Development Agreement that, if approved, would vest the right to develop the property in accordance with the Specific Plan and, if approved, Vesting Tentative Map 9401. Among other provisions, the Development Agreement includes provisions regarding the timing and/or financing of selected improvements. Neither the Development Agreement, nor its approval, would cause or result in any direct or indirect physical impacts to the environment distinct from those caused by, or resulting from, development of Planning Area 3 in accordance with the Specific Plan and, if approved, the proposed Vesting Tentative Map 9401. Thus, there are no environmental effects uniquely associated with the Development Agreement to be analyzed in this Addendum. However,
a Development Agreement approval for Planning Area 3 has always been contemplated by the Specific Plan as part of the development discussed and analyzed in the Specific Plan EIR.

IV. Environmental Topics

The following discussion considers the environmental effects of the Project to determine whether it will result in new, or substantially more adverse, significant environmental impacts than those disclosed in the Specific Plan EIR that would trigger need for a subsequent EIR under Section 21166. The following discussion also considers whether any new information of substantial importance, which was not known and could not have been known with the exercise of reasonable diligence at the time the Specific Plan EIR was certified, shows any new, or substantially more adverse, environmental impacts than those disclosed in the Specific Plan EIR, or that shows that new, or previously identified infeasible, mitigation measures or alternatives would substantially reduce one or more significant environmental effects of the project. As discussed above, this analysis relies on, and incorporates by reference, the Specific Plan EIR.

As documented below, this Addendum concludes that approval and development of the Project would not result in any new, or substantially more severe, impacts to the environment than those disclosed in the Specific Plan EIR. Further, a review of available records and literature identified no new information of substantial importance that was not known, or could not have been known, at the time of the certification of the Specific Plan EIR that would trigger the need for a subsequent EIR under Section 21166.

a. Aesthetics

The Project proposes development of Planning Area 3 in a manner consistent with the Specific Plan, as analyzed and discussed in the Specific Plan EIR. The Project does not propose any substantial changes to the project analyzed in the Specific Plan EIR, and there have been no substantial changes with respect to the circumstances under which the project is undertaken that require major revisions of the Specific Plan EIR. Accordingly, the potential aesthetic impacts associated with the Project would be the

same as described in the Specific Plan EIR with respect to Planning Area 3.[1] If approved, the Project would be required to implement all applicable mitigation measures set forth in the Specific Plan EIR with regard to potential aesthetic impacts of the development of Planning Area 3. The only mitigation measures set forth in the Specific Plan EIR concern the potential aesthetic impacts associated with existing gas drilling activities and proposed school construction activities within the Specific Plan area. Under the Specific Plan, there are no school sites planned within Planning Area 3 and the Project does not propose to construct a school within Planning Area 3. There is an existing, but abandoned gas well site within Planning Area 3, though the Project does not propose operating or reactivating such well for any purpose. Nevertheless, the following mitigation measures applicable to gas well operations are carried forward from the Specific Plan EIR for this project to reduce aesthetic impacts to less than significant.

Mitigation Measure 3.2-1 All drilling equipment less than fifteen feet tall shall be screened from direct view from the surrounding area as approved by the Community Development Director and the screening shall be maintained in place until the drilling equipment is removed from the drill site.

Mitigation Measure 3.2-2 All drilling equipment shall be painted a camouflage or earthen tone to blend with the surrounding landscape. The Community Development Director shall approve the color of the drilling equipment prior to the issuance of a drilling permit.

Mitigation Measure 3.2-3 All production wells shall be appropriately screened from direct view as recommended in the Specific Plan and approved by the Community Development Director. The landscape and screening materials shall be maintained as approved for the life of the well.

Mitigation Measure 3.2-4 Lighting for development and for drilling activities shall be limited to that necessary for safety and security purposes and shall be directed away from adjacent properties and road rights-of-way. All flares shall be shielded from adjacent properties and road rights-of-way.

The implementation of these mitigation measures would reduce the aesthetic, including light and glare, impacts of the Project to less than significant, as established by the Specific Plan EIR[2] and Resolution No. 46-09. The approval and development of the Project will not result in any new, or substantially more adverse, significant aesthetic impacts than were otherwise disclosed in the Specific Plan EIR. Moreover, there is no new information of substantial importance, which was not known and could not have been known with the exercise of reasonable diligence at the time the Specific Plan EIR was certified, that shows any new, or substantially more adverse, significant aesthetic impacts

[1] East Cypress Corridor Specific Plan Draft EIR, Section 3.2.3.3, pages 3.2-7 – 3.2-15.
[2] East Cypress Corridor Specific Plan Draft EIR, Section 3.2.3.4, pages 3.2-15 – 3.2-17.

than those disclosed in the Specific Plan EIR, or that shows that new, or previously identified infeasible, mitigation measures or alternatives would substantially reduce one or more significant aesthetic effects of the project. Therefore, the Project does not trigger need for a subsequent EIR on the basis of its aesthetic effects.

b. Agricultural Resources

The certified Specific Plan Supplemental EIR disclosed that development of Planning Area 3 in accordance with the Specific Plan would result in a significant impact to farmland.[3] Planning Area 3 includes areas used for cattle grazing. In Planning Area 3, a total of 120 acres, located on Sacramento clay soils, are identified as prime farmland by the state's Farmland Mapping and Monitoring Program (FMMP), 3 acres are identified as farmland of statewide importance, and 49 acres as farmland of local importance, as

disclosed in the Specific Plan EIR.[4] Of the remaining 10 acres, 8 are classified as "other lands" and 2 acres are urban or built-up land. The total area is approximately 182 acres.[5] Per the Specific Plan Supplemental EIR, the adoption of the Specific Plan will advance the long-term Countywide strategy for protection of agricultural resources in two ways: First, by allowing development in a designated development area -- the East Cypress Corridor area -- it will help to reduce pressures for growth and development in identified non-urban preservation areas, including important agricultural land within those preservation areas. Second, through the requirement that development within the Specific Plan Area fund acquisition of land to be protected under the HCP/NCCP, including important farmlands, the Project will help preserve the agricultural resources and agricultural character of Eastern Contra Costa County consistent with the provisions of the County's 65/35 Land Preservation Plan. For these reasons, implementation of the Specific Plan could help to reduce the long term cumulative loss of important agricultural land in Contra Costa County. However, no mitigation measures are available that would compensate directly for, or otherwise mitigate, the loss of agricultural land due to conversion of the Specific Plan area to developed uses, as disclosed in the Specific Plan EIR.[6]

None of the property within the Specific Plan area is in a Williamson Act contract, and there are no Williamson Act parcels located within ¼ mile of the project area.[7] The certified Specific Plan EIR discloses that development of Planning Area 3 would result in direct and cumulative significant impacts to agricultural resources. Approval and development of the proposed Project would proceed in a manner contemplated by the Specific Plan and analyzed in the certified Specific Plan EIR and would not change or cause any further impacts to any existing agricultural resources within Planning Area 3 to a greater extent than identified in the Specific Plan EIR. Moreover, there is no new information of substantial importance, which was not known and could not have been known with the exercise of reasonable diligence at the time the Specific Plan EIR was certified, that shows any new, or substantially more adverse, significant impacts to

[3] East Cypress Corridor Specific Plan Draft Supplemental EIR, page 3.1-13.
[4] East Cypress Corridor Specific Plan Draft Supplemental EIR, August 21, 2008, page 3.1-3.
[5] East Cypress Corridor Specific Plan Draft Supplemental EIR, August 21, 2008, page 3.1-3.
[6] East Cypress Corridor Specific Plan Draft Supplemental EIR, page 3.1-14.
[7] Ibid, page 3.1-5.

agricultural resources than those disclosed in the Specific Plan EIR, or that shows that new, or previously identified infeasible, mitigation measures or alternatives would substantially reduce one or more significant agricultural impacts of the project. Therefore, the Project does not trigger need for a subsequent EIR on the basis of its effects to agricultural resources.

c. Air Quality

The Project proposes development of Planning Area 3 in a manner consistent with the Specific Plan and with the air quality analysis discussed in the Specific Plan EIR. The Project does not propose any substantial changes to the project analyzed in the Specific Plan EIR, and there have been no substantial changes with respect to the circumstances under which the project is undertaken that require major revisions of the Specific Plan EIR. Accordingly, the potential construction, operational and area source emission impacts associated with the Project are the same as described in the Specific Plan EIR. The actual construction, operational and area source emissions of the Project would, in all

likelihood, be less than the calculated emission levels presented in the Specific Plan EIR due to new regulatory requirements mandating use of cleaner engine fuels and use of more fuel- and emission-efficient engines for today's automobiles and construction equipment, which will result in fewer Project-related air emissions compared to the emissions generated at the time the air quality analyses were conducted for the Specific Plan EIR.

In 2010, after the Specific Plan EIR was certified, CEQA Guideline Section 15064.4 was adopted pursuant to SB 97 to provide guidance to lead agencies for determining the significance of project impacts related to greenhouse gas emissions. Such analysis was not required by CEQA at the time the Specific Plan EIR was certified and the Specific Plan EIR does not evaluate the greenhouse gas impacts associated with development of the Specific Plan, including Planning Area 3. However, as determined by the Court of Appeal in *Concerned Dublin Citizens v. City of Dublin* (2013) 214 Cal.App.4th 1301, 1319-1320 ("*Concerned Dublin*"), the potential environmental effects of greenhouse gas emissions were known or could have been known well before 2010, when the Specific Plan EIR was adopted. According to the *Concerned Dublin* court, since this information was known before Specific Plan EIR was adopted, the adoption of new regulations, policies, and guidelines related to the analysis of a project's potential effects related greenhouse gas emission does not constitute "new information" requiring additional environmental review under Section 21166.[8] In any case, the Project proposes development of Planning Area 3 in a manner consistent with the Specific Plan. Accordingly, the greenhouse gas emissions associated with the development of the Project are at worst the same as, and not significantly greater than, the greenhouse house gas emission impacts associated with development of Planning Area 3 under the previously approved Specific Plan.

It is also noted for informational purposes that in 2014, after the Specific Plan EIR was certified, the Association of Bay Area Governments (ABAG) and the Metropolitan

[8] *See Concerned Dublin* at 1320.

Transportation Commission (MTC) adopted "Plan Bay Area," a sustainable communities strategy prepared pursuant to SB 375 (Public Resources Code Sections 21155.1, 21155.2, and 21159.28). SB 375 directs the California Air Resources Board (CARB) to set regional targets for greenhouse gas reductions from passenger vehicle use. CARB set the Bay Area's regional greenhouse gas reduction target in 2010 to require a 7% reduction below 2005 levels by 2020 and a 15% reduction below 2005 levels by 2035. Working with this emission reduction target, ABAG and MTC prepared the required SB 375 sustainable communities strategy - *i.e.*, Plan Bay Area. Plan Bay Area establishes a land use and transportation development strategy to accommodate Bay Area population growth through 2040, without expanding existing city boundaries, by focusing 80% of the region's future housing needs in so-called "Priority Development Areas" located near public transit and employment hubs, thus reducing regional passenger vehicle use. Plan Bay Area's assumed distribution of housing growth through 2040 is based on ABAG's Plan Bay Area Forecast of Jobs, Population, and Housing, which includes a locally-based assessment of housing development potential based on general plans, specific plans and zoning ordinances adopted by local governments through July 2013.[9] Plan Bay Area thus assumes the development provided for under the Specific Plan, including the

development proposed by the Project. As determined by the Plan Bay Area Environmental Impact Report (SCH# 2012062029), regional development in a manner consistent with Plan Bay Area will achieve the 2020 and 2035 regional greenhouse gas reduction targets established by CARB.[10] Since Plan Bay Area assumes development permitted under the Specific Plan, and since the Project will be developed consistent with the Specific Plan, development of the Project is consistent with, and will advance the policy objectives of, the regional greenhouse gas reduction strategy established by Plan Bay Area.

The Project would be required to implement all applicable mitigation measures set forth in the MMRP for potential air quality impacts associated with the development of Planning Area 3. The following applicable mitigation measures are carried forward from the MMRP to reduce the Project's air quality impacts to less than significant.

Mitigation Measure 3.4-1 All development shall be required to implement feasible BAAQMD mitigation measures for reducing vehicle emissions from suburban residential projects. The site is suburban in nature with only limited transit service available; feasible mitigation measures to reduce vehicle emissions for a suburban project include:

- Provide bicycle lanes, sidewalks and/or paths, connecting project residences to adjacent schools, parks, nearest transit stop and nearby commercial areas;
- Provide secure and conveniently placed bicycle parking and storage facilities at parks and other facilities;

[9] *See* Plan Bay Area Environmental Impact Report, SCH# 2012062029 (July 2013) at ES-8; *see, also*, Plan Bay Area, Final Forecast of Jobs, Population and Housing (July 2013) at 33.
[10] See Plan Bay Area Environmental Impact Report at 1.2-53.

- Implement feasible travel demand management (TDM) measures. This would include a ride-matching program, coordination with regional ride-sharing organizations, provision of transit information, and provision of shuttle service to major destinations such as the Pittsburg BART station;
- Allow only natural gas fireplaces, pellet stoves or EPA-Certified wood-burning fireplaces or stoves in single-family houses. Conventional open-hearth fireplaces should not be permitted. EPA-Certified fireplaces and fireplace inserts are 75 percent effective in reducing emissions from this source;
- Construct transit amenities such as bus turnouts/bus bulbs, benches, shelters, etc.;
- Provide direct, safe, attractive pedestrian access from project land uses to transit stops and adjacent development;

Further, development shall utilize reflective (or high albedo) and emissive roofs and light colored construction materials to increase the reflectivity of roads, driveways, and other paved surfaces, and include shade trees near buildings to directly shield them from the sun's rays and reduce local air temperature and cooling energy demand.

Mitigation Measure 3.4-2a In addition to Mitigation Measures 3.4-1 and 3.4-2 in the East Cypress Corridor Specific Plan EIR, all development shall be required to implement the following measures for reducing area source emissions:

- Eliminate wood burning fireplaces or devices. Install a gas outlet in proposed outdoor recreational fireplaces or pits. Offer as an option on homes to install a gas outlet for use with outdoor cooking appliances, such as a gas barbeque;
- Use efficient heating and other appliances, such as water heaters, cooking equipment, refrigerators, furnaces, and boiler units that meet or exceed Title 24 requirements (Title 24, Part 6, Energy Efficiency Standards for Residential and Nonresidential Buildings). Use window glazing and insulation, wall insulation, and efficient ventilation methods;
- Install electrical outlets on the exterior walls of both the front and back of all commercial buildings and residences to promote the use of electric landscape maintenance equipment;
- Landscape with drought resistant and low maintenance species of plants, trees, and shrubs to reduce the

demand for gas powered landscape maintenance equipment;
- Use low VOC and low formaldehyde architectural coatings and insulation. Provide educational materials to homebuyers about the environmental benefits of using low VOC architectural coatings to help promote consumer use;
- Provide a 220-volt utility drop or other dedicated outlet that is adaptable for use by electric or rechargeable hybrid vehicles that are generally available to consumers.

Mitigation Measure 3.4-4 The project developer of Planning Areas 1, 3 and 4 shall submit lake management plans to the City for approval prior to the issuance of a grading permit for the lake. The lake management plan shall include lake design criteria, pollutant control, operations, mosquito control program, a list and description of all chemicals that would be used, and a lake maintenance program to control and minimize lake odors.

Mitigation Measure 3.4-5 The City of Oakley shall maintain all man-made lakes in PAs 1, 3 and 4 in compliance with an approved lake management plan.

Mitigation Measure 3.4-10 The following measures shall be implemented for PA's 1, 3, 4, and 6:
- All active construction areas shall be watered at least twice daily and more often during windy periods; active areas adjacent to existing land uses shall be kept damp at all times, or shall be treated with non-toxic stabilizers or dust palliatives;
- All trucks hauling soil, sand, and other loose materials shall be covered or required to maintain at least 2 feet of freeboard;
- All unpaved access roads, parking areas, and staging areas at construction sites shall be paved or water applied three times daily, or a non-toxic soil stabilizer applied until the areas are developed or landscaped per final construction plans;
- All paved access roads, parking areas, and staging areas at construction sites shall be swept daily (preferably with water sweepers). Water sweepers shall vacuum up excess water to avoid runoff-related impacts to water quality;
- All adjacent public streets shall be swept daily (preferably with water sweepers) if visible soil material is carried onto the street;

- A non-toxic soil stabilizer shall be applied to all inactive construction areas and maintained until the construction area is developed based on construction plans;
- All exposed stockpiles of dirt, sand, etc. shall be enclosed, covered, watered twice daily, or a non-toxic soil binder applied to minimize dust;
- The traffic speeds on all unpaved roads shall be limited to a maximum of 15 mph;
- Sandbags or other erosion control measures shall be installed and maintained to prevent silt runoff to public roadways;
- All disturbed areas shall be planted with vegetation as quickly as possible and the vegetation maintained in good condition until such area is developed;
- Wheel washers shall be installed for all exiting trucks, or the tires or tracks of all trucks and equipment leaving the site shall be washed;
- Excavation and grading activity shall be suspended when winds (instantaneous gusts) exceed 25 mph.

As disclosed in the Specific Plan EIR, even with the implementation of mitigation measures, the development of Planning Area 3 would result in significant and unavoidable adverse air quality impacts related to PM_{10} emissions. Because the Project would be required to implement all applicable mitigation measures set forth in the Specific Plan EIR for the development of Planning Area 3, the development of the Project consistent with the Specific Plan, as is proposed, would not create new or substantially more adverse significant air quality impacts than those disclosed in the certified Specific Plan EIR. Accordingly, the approval and development of the Project will not result in any new, or substantially more adverse, significant air quality impacts than were otherwise disclosed in the Specific Plan EIR. Moreover, there is no new information of substantial importance, which was not known and could not have been known with the exercise of reasonable diligence at the time the Specific Plan EIR was certified, that shows any new, or substantially more adverse, significant air quality impacts than those disclosed in the Specific Plan EIR, or that shows that new, or previously identified infeasible, mitigation measures or alternatives would substantially reduce one or more significant air quality effects of the project. Therefore, the Project does not trigger need for a subsequent EIR on the basis of its potential air quality impacts.

d. Biological Resources

The development type and density proposed by the Project is consistent with the Planning Area 3 development type and density permitted under the approved Specific Plan and evaluated in the Specific Plan EIR. The Project does not propose any substantial changes to the project analyzed in the Specific Plan EIR, and there have been no substantial changes with respect to the circumstances under which the project is undertaken that require major revisions of the Specific Plan EIR. Accordingly, the potential direct, indirect, and cumulative biological resource impacts associated with approval and development of the Project are the same as described and evaluated in the

Specific Plan EIR with respect to development of Planning Area 3 in accordance with the Specific Plan. The Project would be required to implement all applicable mitigation measures set forth in the MMRP with regard to potential biological resource impacts associated with development of Planning Area 3 in accordance with the Specific Plan. The following applicable mitigation measures are carried forward from the MMRP to reduce the Project's biological impacts to less than significant.

Mitigation Measure 3.5-1 To the extent feasible, implementation of the project shall be designed and constructed to avoid and minimize adverse effects to waters of the United States or jurisdictional waters of the State of California within the project.

Mitigation Measure 3.5-2 A Section 404 permit for fill of jurisdictional wetlands and a Section 10 permit for fill of tidal waters shall be sought and mitigation for impacts to jurisdictional waters that cannot be avoided shall conform with the USACE "no-net-loss" policy and the USACE Regulatory Guidance Letter No. 02-2 establishing policies and guidance on appropriate mitigation for impacts to jurisdictional waters. Mitigation for impacts to both federal and state jurisdictional waters shall be addressed using these guidelines. Mitigation shall be implemented at a watershed scale and shall be compatible with adjacent land uses. This may include the preservation of vegetated buffers that clearly benefit functions of the aquatic ecosystem to be preserved, enhanced and/or avoided. The Mitigation and Monitoring Plan would take a watershed approach and account for the regional requirements of sensitive species and habitats. Mitigation will be reviewed by USACE on a case-by-case basis and take into account the use of vegetated buffers as well as the functions of the preserved/avoided/created and enhanced habitat. A functional assessment of the existing wetlands, waters, and habitats shall be compared with a functional assessment of the proposed mitigation to ensure no overall net loss to habitat functions.

Mitigation Measure 3.5-3 Mitigation shall include creation of wetlands at a minimum 1:1 ratio. If a greater mitigation ratio is necessary, preservation/enhancement would count towards mitigation. For purposes of this document "on-site mitigation" refers to the entire project site. Creation opportunities within the avoided wetland and dune habitat area on the northern portion of PA 1, designated for preservation and mitigation for project impacts, shall be evaluated for hydrology and topography suitable to support creation of wetlands. Preservation/enhancement of wetland habitat shall also be evaluated within the designated wetland and dune habitat area. Public access to this area shall be limited and it shall

be managed for the purpose of habitat mitigation according to the Mitigation and Monitoring Plan (MMP) described below. Accomplishment of the wetland creation, preservation, and enhancement on site shall be given first priority. If the total wetland creation, preservation, and enhancement acreage cannot be accomplished within the designated open space area, second priority shall be given to creation and preservation at an off-site location within the City of Oakley that will be acquired and preserved in perpetuity. Third priority shall be given to another off-site location outside the City of Oakley. Alternatively, the applicant can provide the required mitigation either through an in-lieu fee program, purchase of the required acreage in an approved mitigation bank, or an approved Habitat Conservation Plan (HCP). Off-site mitigation habitat shall be presented for approval to the City of Oakley, USACE, RWQCB and CDFG.

Mitigation Measure 3.5-4 If, in accordance with the above mitigation measure, the applicant implements onsite or offsite mitigation, a Mitigation and Monitoring Plan (MMP) shall be prepared that provides guidance on managing and monitoring the mitigation habitat to ensure its long-term viability. The MMP shall include elements and standards deemed appropriate and acceptable by the applicable approving agency or agencies (e.g., City of Oakley, USACE, RWQCB, and/or CDFG). Such MMP shall be prepared prior to development plan or tentative map approval.

Mitigation Measure 3.5-6 Implementation of Mitigation Measures 3.5-3 and 3.5-4 above shall include riparian habitat compensation at a minimum of a 1:1 ratio.

Mitigation Measure 3.5-9 Implementation of Mitigation Measures 3.5-3 and 3.5-4 above shall include alkali meadow and grassland habitat compensation at a 1:1 ratio.

Mitigation Measure 3.5-12 Avoidance of heritage or protected trees as defined by the Contra Costa County Ordinances shall be exercised to the greatest extent practicable.

Mitigation Measure 3.5-13 Where heritage or protected tree removal is determined to be necessary, tree removal shall be mitigated at a minimum 3:1 ratio or other ratio acceptable to the City of Oakley. The City of Oakley is currently developing a Heritage Tree Protection Ordinance. If this ordinance is adopted prior to tree removal approval, the City of Oakley may require mitigation for loss of trees as stipulated in the adopted ordinance. The mitigation

trees shall be established with appropriate maintenance to ensure long-term self-sustaining survivorship. A performance standard of 80% of the established mitigation trees shall be met after 5 years. The mitigation trees shall not be dependent upon significant maintenance measures within the last 2 years of monitoring, including supplemental irrigation and staking.

Mitigation Measure 3.5-16 Areas supporting the special-status plant species shall be avoided; or

Mitigation Measure 3.5-17 If an area containing a special-status plant species cannot be avoided, mitigation shall occur as follows:

1. Permanently preserve, through use of a conservation easement or other similar method, an equal amount of acreage, either within the project area or off-site, that contains the plant; or

2. Harvest the plants to be lost, and relocate them to another suitable and equal sized area either within the project site or off-site that will be permanently preserved through a conservation easement or other similar method; or

3. Harvest seeds from the plants to be lost, or use seeds from another appropriate source, and seed an equal amount of area suitable for growing the plant either within the project site or off-site that will be permanently preserved through a conservation easement or other similar method.

4. These mitigation measures shall be completed by a qualified biologist with experience working with the species included in the mitigation.

A Mitigation and Monitoring Plan describing the mitigation and monitoring requirements and performance standards shall be prepared if habitat is preserved or acquired for special-status plant species. This mitigation measure shall be coordinated with the Mitigation Monitoring Plan in Mitigation Measure 3.5-4.

Mitigation Measure 3.5-22 Focused surveys shall be conducted for a sufficient duration of time, to be determined by the entomologist, to determine presence or demonstrate absence of the species. If special-status insect species are not found, no further mitigation is required.

Mitigation Measure 3.5-23 If endemic dune inhabiting special-status insects are documented, occupied habitat as well as other highly suitable habitat that is part of dune complexes in the vicinity of where the species is found shall be avoided to the extent feasible. If avoidance is not feasible, suitable habitat shall be preserved at a 1:1 ratio at a location approved by the City and CDFG. The habitat in the amount specified above shall be acquired, permanently protected, and enhanced through management for the benefit of the species, to compensate for the loss of suitable sand dune and mound habitat on PAs 1, 3, and 4. A Mitigation and Monitoring Plan describing the mitigation and monitoring requirements and performance standards shall be prepared if habitat is preserved or acquired for special-status insect species. This mitigation measure shall be coordinated with the Mitigation and Monitoring Plan in Mitigation Measure 3.5-4. Alternatively, the applicant can provide the required mitigation either through an in-lieu fee program, purchase of the required acreage in an approved mitigation bank, or an approved Habitat Conservation Plan (HCP).

Mitigation Measure 3.5-31 A qualified entomologist shall conduct a focused survey for curved foot hygrotus diving beetle at the appropriate time of year. If curved foot hygrotus diving beetle is not found after completion of seasonal surveys, then no further mitigation is required.

Mitigation Measure 3.5-32 If the curved foot hygrotus diving beetle is found on PAs 1, 3, or 4, occupied aquatic habitat shall be avoided to the extent feasible. If avoidance is not feasible, it shall be replaced at a 1:1 ratio at a location approved by the City. The habitat in the amount specified above shall be acquired, permanently protected, and enhanced through management for the benefit of the species, to compensate for the loss of suitable aquatic habitat on the PAs 1, 3, and 4. This mitigation measure shall be coordinated with the Mitigation and Monitoring Plan in Mitigation Measure 3.5-4. Alternatively, the applicant can provide the required mitigation either through an in-lieu fee program, purchase of the required acreage in an approved mitigation bank, or an approved Habitat Conservation Plan (HCP).

Mitigation Measure 3.5-35 All water intake features or systems from Dutch Slough, Sandmound Slough or Rock Slough including siphons, flood gates, or pumps shall have USFWS and NOAA Fisheries approved fish screens installed. Any stormwater outfalls shall employ water pumping best management practices.

Mitigation Measure 3.5-36 Consultation with the CDFW, NOAA Fisheries, and USFWS shall be requested in conjunction with USACE Section 404 and CDFW Streambed Alteration Agreement permitting to determine appropriate measures to avoid and mitigate impacts to special-status fish species. As part of the consultation process, a Biological Assessment and Essential Fish Habitat Assessment shall be prepared by a fisheries biologist that evaluates: proposed construction plans (including any vegetation removal); design details for pumps, siphons, outfalls, and/or flood gates; rip-rap or other bank protection measures; and stormwater flow regime (including flow rates, timing and temperature).

Mitigation Measure 3.5-37 A Mitigation Plan shall be prepared that includes measures to avoid take of special-status fish during construction activities (which may include, if necessary, placement of coffer dams and preparation of a Fish Rescue Plan for in-water work) and post construction water withdrawal activities. To ensure compliance and implementation of the Mitigation Plan, a qualified biologist shall be present during construction and pumping activities associated with construction.

Mitigation Measure 3.5-39 A pre-construction survey for silvery legless lizards shall be conducted within interior dune and Sand mound habitat and submitted to the City of Oakley for their review and approval prior to the issuance of grading permits. If silvery legless lizards are not found, no further mitigation is required. If they are found Mitigation Measure 3.5-40 shall be implemented.

Mitigation Measure 3.5-40 If silvery legless lizards are found, occupied habitat as well as other highly suitable habitat shall be avoided to the maximum extent feasible. If avoidance is not feasible, it shall be replaced at a 1:1 ratio at a location approved by the City and CDFG. The habitat in the amount specified above shall be acquired, permanently protected, and enhanced through management for the benefit of the species, to compensate for the loss of suitable sand dune and mound habitat on the PAs 1, 3 and 4. For purposes of this document "on-site mitigation" refers to the entire project site. First priority for habitat preservation shall be accomplished on site. If the required acreage cannot be preserved within the designated wetland and dune habitat area, designated for preservation and mitigation for project impacts on PA 1, second priority shall be given to habitat preservation at an off-site location within the Oakley city limits that shall be acquired and preserved in perpetuity. Third priority shall be given to another off-site location outside of the Oakley city limits.

Public access to this area shall be limited and it shall be managed for the purpose of habitat mitigation. A Mitigation and Monitoring Plan describing the mitigation and monitoring requirements and performance standards shall be prepared if habitat is preserved or acquired for this species. This mitigation measure shall be coordinated with the Mitigation and Monitoring Plan in Mitigation Measure 3.5-4. Alternatively, the applicant can provide the required mitigation either through an in-lieu fee program, purchase of the required acreage in an approved mitigation bank, or an approved Habitat Conservation Plan (HCP).

Mitigation Measure 3.5-43 A habitat assessment shall be conducted by a qualified biologist to develop focused survey methods and a trap array design that will result in the highest probability of detection of giant garter snakes. Focused trapping and visual surveys approved by the USFWS shall then be conducted for the giant garter snake. A qualified biologist shall conduct these surveys during the spring for optimal detection. If giant garter snake is not found during spring protocol surveys, fall surveys are not required. If the giant garter snake is not found during protocol surveys, no habitat mitigation shall be required.

Mitigation Measure 3.5-44 If the giant garter snake is found to occur during protocol surveys within the boundary of the project site mitigation shall be required for PAs 1, 2, 3, 4, and 6. If the giant garter snake is found within the boundary of the site, impacts (as defined above) to aquatic habitats plus a 200-foot buffer of such habitat shall be avoided to the extent feasible.

If avoidance is not feasible, aquatic habitat and upland habitat within 200 feet of aquatic habitat shall be replaced at a 1:1 ratio at a location approved by the City, USFWS, and CDFG. The habitat in the amount specified above shall be acquired, permanently protected, and enhanced through management for the benefit of the species, to compensate for the loss of aquatic and upland habitat. For purposes of this document "on-site mitigation" refers to the entire project site. First priority for habitat preservation shall be accomplished on site. If the required acreage cannot be preserved within the designated open space area located on the northwest portion of PA 1, second priority shall be given to habitat preservation at an off-site location within the Oakley city limits that shall be acquired and preserved in perpetuity. Third priority shall be given to another off-site location outside of the Oakley city limits. A Mitigation and Monitoring Plan describing the mitigation and monitoring

requirements and performance standards shall be prepared if habitat is preserved or acquired for this species. This mitigation measure shall be coordinated with the Mitigation and Monitoring Plan in Mitigation Measure 3.5-4. Alternatively, the applicant can provide the required mitigation either through an in-lieu fee program, purchase of the required acreage in an approved mitigation bank, or an approved Habitat Conservation Plan (HCP).

Mitigation Measure 3.5-45 Regardless of the results of focused surveys, the Applicant shall request that the USACE initiate consultation with the Service as part of 404 impacts, and the following measures shall be implemented to avoid potential take of individual garter snakes during construction:

1. A qualified biologist shall provide project contractors and construction crews with a worker-awareness program before initiating any work within aquatic habitats or adjacent upland habitats that are appropriate for giant garter snakes. This program shall be used to describe the species, its habits and habitats, its legal status and required protection, all applicable mitigation measures, and conditions of any state or federal permits as they relate to giant garter snake. Proof of this instruction shall be submitted to the City within 24 hours of completion of the initial worker-awareness program.

2. 24-hours prior to construction activities, the project area shall be surveyed for giant garter snake. Survey of the project area shall be repeated at the start of each construction season and/or if a lapse in construction activity of two weeks or greater has occurred. If a giant garter snake is encountered during construction, activities shall not begin until the USFWS has been consulted and the corrective measures required by the USFWS have been completed or the USFWS has determined that the snake will not be harmed.

3. After pre-construction surveys are completed, animal exclusion fencing shall be installed around all construction sites adjacent to aquatic habitats.

Mitigation Measure 3.5-47 A qualified biologist shall conduct pre-construction surveys for western pond turtles in all construction areas identified as potential nesting or dispersal habitat located within 1000 feet of potential aquatic habitat 48 hours prior to initiation of construction activities. If a western pond turtle is found during pre-construction surveys, it shall be relocated by a

qualified biologist with permission from CDFG as necessary to a location deemed suitable by the biologist and CDFG (i.e., at a location which is a sufficient distance from construction activities). This survey shall include looking for turtle nests within the construction area. If a nest is found within the construction area, construction shall not take place within 100 feet of the nest until the turtles have hatched and have left the nest or can be safely relocated with assistance from CDFG.

Mitigation Measure 3.5-48 Because attempting to locate pond turtle nests would not necessarily result in detection, after completion of pre-construction surveys, and relocation as necessary, exclusion fencing shall be placed around all construction sites adjacent to aquatic habitats to eliminate the possibility of nest establishment in uplands adjacent to aquatic areas.

Mitigation Measure 3.5-49 If construction activities occur in aquatic areas where turtles have been identified during pre-construction or other surveys, a biological monitor shall be present during disturbance of those aquatic habitats. If a turtle is found, it shall be relocated as necessary to a location deemed suitable by the biologist and CDFG (i.e., at a location which is a sufficient distance from construction activities).

Mitigation Measure 3.5-50 A qualified biologist shall provide project contractors and construction crews with a worker-awareness program prior to the start of any work within aquatic habitats or adjacent upland habitats that are appropriate for western pond turtles. This program shall be used to describe the species, its habits and habitats, its legal status and required protection, and all applicable mitigation measures.

Mitigation Measure 3.5-51 If not already completed, breeding season and focused winter surveys shall be conducted according to CDFG and California Burrowing Owl Consortium guidelines between April 15 and July 15 and December 1 and January 31, respectively, to determine the number of owls utilizing each of the properties. The survey protocol calls for 4 separate survey dates during each season, at the time of day owls are most likely to be detected.

Mitigation Measure 3.5-52 Prior to issuance of a grading permit, pre-construction surveys of all potential burrowing owl habitat shall be conducted by a qualified biologist within the project area and within 250 feet of the project boundary. Presence or sign of burrowing owl and all potentially occupied burrows shall be recorded and monitored according to CDFG and California

Burrowing Owl Consortium guidelines. If burrowing owls are not detected, by either sign or direct observation, construction may proceed. Pre-construction surveys must be reinitiated if more than 30 days lapse between surveys dates and construction activities.

Mitigation Measure 3.5-53 If potentially nesting burrowing owl are present during pre-construction surveys conducted between February 1 and August 31 grading shall not be allowed within 250 feet of any nest burrow during the nesting season (February-August), unless approved by the CDFG.

Mitigation Measure 3.5-54 If burrowing owls are detected during pre-construction surveys outside the nesting season (September 1 - January 31), passive relocation and monitoring may be undertaken by a qualified biologist following CDFG and California Burrowing Owl Consortium guidelines, which involve the placement of one-way exclusion doors on occupied and potentially occupied burrowing owl burrows. Owls shall be excluded from all suitable burrows within the project area and within a 160-foot buffer zone of the impact area. A minimum of one (1) week shall be allowed to accomplish this task and allow for owls to acclimate to alternate burrows. These mitigation actions shall be carried out prior to the burrowing owl breeding season (February 1- August 31) and a qualified biologist shall monitor the site weekly until construction begins to ensure that burrowing owls do not re-inhabit the site.

Mitigation Measure 3.5-55 If burrowing owls or signs of burrowing owls are detected at any time on the project site a minimum of 6.5 acres of foraging habitat per pair or individual resident bird, shall be acquired and permanently protected to compensate for the loss of burrowing owl habitat. The acreage shall be based on the maximum number of owls observed inhabiting the property for any given observation period, pre-construction survey, or other field visit. The protected lands shall be occupied burrowing owl habitat at a location acceptable to CDFG and the City of Oakley. For purposes of this document "on-site mitigation" refers to the entire project site. First priority for habitat preservation shall be accomplished on site. If the required acreage cannot be preserved within the designated open space area, second priority shall be given to habitat preservation at an off-site location within the Oakley city limits that shall be acquired and preserved in perpetuity. Third priority shall be given to another off-site location outside of the Oakley city limits. The habitat in the amount specified above shall be acquired, permanently

protected, and enhanced through management for the benefit of the species, to compensate for the loss of burrowing owl habitat on PAs 1, 3, and 4. A Mitigation and Monitoring Plan describing the mitigation and monitoring requirements and performance standards shall be prepared if habitat is preserved or acquired for this species. This mitigation measure shall be coordinated with the Mitigation and Monitoring Plan in Mitigation Measure 3.5-4. Alternatively, the applicant can provide the required mitigation either through an in-lieu fee program, purchase of the required acreage in an approved mitigation bank, or an approved Habitat Conservation Plan (HCP).

Mitigation Measure 3.5-56 Before construction activities begin all construction personnel shall receive training that includes photos of burrowing owl for identification purposes, habitat description, limits of construction activities in the project area, and guidance regarding general measures being implemented to conserve burrowing owl as they relate to the project.

Mitigation Measure 3.5-57 A monitoring report of all activities associated with pre-construction surveys, avoidance measures, and passive relocation of burrowing owls shall be submitted to the City and CDFG no later than two weeks before initiation of grading.

Mitigation Measure 3.5-59 The removal of any buildings, trees, emergent aquatic vegetation, or shrubs shall occur from September 1 through December 15, outside of the avian nesting season. If removal of buildings, trees, emergent aquatic vegetation, or shrubs occurs, or construction begins between February 1 and August 31 (nesting season for passerine or non-passerine land birds) or December 15 and August 31 (nesting season for raptors), a nesting bird survey shall be performed by a qualified ornithologist within 14 days prior to the removal or disturbance of a potential nesting structure, trees, emergent aquatic vegetation, or shrubs, or the initiation of other construction activities during the early part of the breeding season (late December through April) and no more than 30 days prior to the initiation of these activities during the late part of the breeding season (May through August). During this survey, a qualified biologist shall inspect all potential nesting habitat (trees, shrubs, structures, grasslands, pastures, emergent aquatic vegetation, etc.) in and immediately adjacent to the impact areas for nests.

Mitigation Measure 3.5-60 All vegetation and structures with active nests shall be flagged and an appropriate non-disturbance buffer zone shall

be established around the nest site. The size of the buffer zone shall be determined by the project biologist in consultation with CDFG and will depend on the species involved, site conditions, and type of work to be conducted in the area.

Mitigation Measure 3.5-61 A qualified biologist shall monitor active nests to determine when the young have fledged and are feeding on their own. The project biologist and CDFG shall be consulted for clearance before construction activities resume in the vicinity. Mitigation Measure 3.5-66 shall be enforced for all raptors.

Mitigation Measure 3.5-62 In order to ensure that nesting Swanson's hawks would not be affected by construction of the project, a qualified biologist shall conduct pre-construction surveys according to CDFG and Swanson's Hawk Technical Advisory Committee guidelines (2000). Survey Period I occurs from January 1 – March 20, Period II from March 20 – April 5, Period III from April 5 – April 20, Period IV from April 21 – June 10, and Period V is from June 10 – July 30. Three surveys shall be completed in at least each of the two survey periods immediately prior to a project's initiation and encompass the area within ½ mile of the project site. If a nest site is found, then, either of the following measures shall be followed:

Mitigation Measure 3.5-63 Trees containing known or potential raptor nest sites may be removed during the non-breeding season to discourage future nesting attempts on the condition that no Swanson's hawk pair is currently utilizing the nest site. Monitoring evidence that any nests in trees planned for early removal are unattended by reproductive-aged birds must be provided.

Mitigation Measure 3.5-64 If an active Swanson's hawk nest is found sufficiently close (as determined by the qualified biologist and CDFG) to the construction area to be affected by construction activities, a qualified biologist shall determine the extent of a construction-free buffer zone to be established around the nest. Intensive new disturbances (e.g., heavy equipment activities associated with construction) that may cause nest abandonment or forced fledging shall not be initiated within this buffer zone between March 1 and September 1 until it is determined by a qualified biologist in coordination with CDFG that the young have fledged and are feeding on their own.

Mitigation Measure 3.5-65 If nesting white-tailed kites are observed on site during the pre-construction raptor surveys, CDFG shall be consulted regarding appropriate avoidance and mitigation measures to meet the specific needs of the nesting birds. Avoidance of

impacts shall be accomplished through the implementation of a CDFG-approved buffer zone to protect the nest from disturbance until the young birds have fledged and are feeding on their own.

Mitigation Measure 3.5-66 If, after the young are determined to have fledged by a qualified biologist, avoidance of the nesting tree is infeasible, it shall be removed under supervision of qualified biologist.

Mitigation Measure 3.5-67 A pre-construction survey for roosting bats shall be performed by a qualified biologist within 30 days prior to any removal of trees or structures on the site. If no active roosts are found, then no further action would be warranted. If either a maternity roost or hibernacula (structures used by bats for hibernation) is present, the following mitigation measures shall be implemented.

Mitigation Measure 3.5-68. If active maternity roosts or hibernacula are found in trees or structures which would be removed as part of project construction, the project shall be redesigned to avoid the loss of the tree or structure occupied by the roost to the extent feasible as determined by the City. If an active maternity roost is located and the project cannot be redesigned to avoid removal of the occupied tree or structure, demolition can commence before maternity colonies form (i.e., prior to March 1) or after young are volant (flying) (i.e., after July 31). Disturbance-free buffer zones as determined by a qualified biologist in coordination with CDFG shall be observed during the maternity roost season (March 1 - July 31).

Mitigation Measure 3.5-69. If a non-breeding bat hibernacula is found in a tree or structure scheduled for removal, the individuals shall be safely evicted, under the direction of a qualified biologist (as determined by a Memorandum of Understanding with CDFG), by opening the roosting area to allow airflow through the cavity. Demolition can then follow at least one night after initial disturbance for airflow. This action should allow bats to leave during darkness, thus increasing their chance of finding new roosts with a minimum of potential predation during daylight. Trees or structures with roosts that need to be removed shall first be disturbed at dusk, just prior to removal that same evening, to allow bats to escape during the darker hours.

Mitigation Measure 3.5-70 If active bat roosts are found in trees or structures that will be removed as part of project construction, the applicant will develop a bat box plan for the project area. State-of-the-art bat box technology will be employed. Lindsey Wildlife

Museum wildlife biology specialists will be asked to review the design and placement of bat boxes.

The implementation of the above mitigation measures would reduce the direct, indirect, and cumulative biological resource impacts of the Project to less than significant, as established by the Specific Plan EIR[11] and Resolution No. 46-09. The approval and development of the Project will not result in any new, or substantially more adverse, significant biological impacts than were otherwise disclosed in the Specific Plan EIR. Moreover, there is no new information of substantial importance, which was not known and could not have been known with the exercise of reasonable diligence at the time the Specific Plan EIR was certified, that shows any new, or substantially more adverse, significant biological impacts than those disclosed in the Specific Plan EIR, or that shows that new, or previously identified infeasible, mitigation measures or alternatives would substantially reduce one or more significant biological effects of the project. Therefore, the Project does not trigger need for a subsequent EIR on the basis of its effects on biological resources.

e) Cultural Resources

The development type and density proposed by the Project is consistent with the Planning Area 3 development type and density permitted under the approved Specific Plan and evaluated in the Specific Plan EIR. The Project does not propose any substantial changes to the project analyzed in the Specific Plan EIR, and there have been no substantial changes with respect to the circumstances under which the project is undertaken that require major revisions of the Specific Plan EIR. Accordingly, the potential cultural resource impacts associated with the development of the Project are the same as described and analyzed in the East Cypress Corridor Specific Plan EIR. As identified in the Specific Plan and Specific Plan EIR, there are three cultural resources within Planning Area 3, all of which would be preserved and maintained in accordance with the Specific Plan and Specific Plan EIR as part of the Project. An updated cultural resources record search and additional site surveys were conducted by William Self Associates to verify the existing on-site cultural resource conditions, the condition of the existing resources and identify the recommended measures, if any, to protect the existing resources from proposed Project ground disturbance activities.[12] The cultural resource assessment is provided in Appendix A of this Addendum.

On March 16 and April 1, 2015, WSA conducted pedestrian investigations of archaeological sites CA-CCO-128, CA-CCO-138/129, CA-CCO-652H, and CA-CCO-767. Archaeological sites CA-CCO-128, CA-CCO-138/129 and CA-CCO-767 appear to be relatively unchanged from their 2004 condition. Evidence of intact buried archaeological deposits was observed on the surfaces of all three mounds. Disturbance to the mounds appears to be primarily on the surface (except for rodent damage).

Since CA-CCO-138/129 and CA-CCO-652H are located in an area proposed to be maintained as open space by the Specific Plan and by the Project, development of the

[11] East Cypress Corridor Specific Plan Draft EIR, pages 3.5-45 –3.5- 71.
[12] Addendum to Cultural Resource Assessment Report East Cypress Corridor, City of Oakley, Contra Costa County, California, April 2015, William Self Associates.

Planning Area 3 Project will have no impact on these archaeological sites and no further recommendations to their protection is proposed.

Accordingly, the potential cultural resource impacts associated with the Project are the same as the issues described and analyzed in the East Cypress Corridor Specific Plan EIR with respect to Planning Area 3. The recommendations in the William Self Associates cultural resource assessment are addressed by and consistent with the mitigation measures provided in the approved Specific Plan EIR Mitigation Monitoring Plan (MMP). The Project would be required to implement all applicable mitigation measures set forth in the MMP with regard to potential cultural resource impacts associated with development of Planning Area 3. The following applicable mitigation measures are carried forward from the MMP and their implantation will avoid and reduce potential impacts to the Project's cultural resources to less than significant.

Mitigation Measure 3.6-1 To insure that any previously unknown, potentially significant buried cultural deposits are not adversely affected by project construction, archaeological monitoring shall be conducted within 100 feet of the recorded boundaries of CA-CCO-652H during any ground-disturbing activities (i.e., grading, excavation, drilling, etc.). An archaeological monitor shall be present until all ground disturbances are completed. Prior to the beginning of construction and in consultation with the project archaeologist, the developer shall establish protocols that will allow for the redirection of ground-disturbing activities until an assessment of the buried resources can be conducted and measures to protect the resources are approved by the City.

Mitigation Measure 3.6-2 Site CA-CCO-138/129 shall be protected from damage through the following mitigation measures:

a. Plan construction to avoid archeological sites and record a conservation easement over the site.

b. If avoidance is not feasible, incorporate the archeological site within a park, green space, or open space, record a conservation easement over the site, and, in consultation with a professional archeologist certified by the Register of Professional Archeologists (RPA), cap the site by installing a water permeable protective barrier that is covered with a layer of chemically stable soil as follows:

    1) The thickness of the cap shall be determined by a registered archeologist to ensure protection of the site from disturbance, but the cap shall be at least 18" thick;

2) Minimal or no surface preparation shall be allowed prior to the placement of the cap unless required by a qualified soils engineer;
3) To minimize ground disturbance to and compaction of previously undisturbed areas within the site boundaries, all equipment used in the installation of the site cap shall be equipped with inflatable rubber tires (i.e., no tracked equipment);
4) The cap shall be in place before constructing non-intrusive facilities on the site; and
5) If facilities or excavation are to occur below the cap, a registered archeologist shall be present to monitor the activities so as to avoid disturbance of the site.

c. Prior to the construction of East Cypress Road, stake the road alignment in the vicinity of the toe of the mound. An archaeological survey of the portion of the new alignment in the vicinity of the toe of the mound shall be conducted and any significant visible resources recovered. During construction of East Cypress Road archaeological monitoring shall be conducted in the vicinity of the toe of the mound.

d. If disturbance of the archeological site cannot be avoided, data recovery within the affected area shall be conducted by a certified archeologist in accordance with CEQA Guideline § 15064.5 so as to record and preserve the significant characteristics of the site.

Mitigation Measure 3.6-3 Site CA-CCO-128 shall be protected from damage with implementation of the following:

a. Plan construction to avoid archeological sites and record a conservation easement over the site.

b. If avoidance is not feasible, incorporate the archeological site within a park, green space, or open space, record a conservation easement over the site, and, in consultation with a professional archeologist certified by the Register of Professional Archeologists (RPA), cap the site by installing a water permeable protective barrier that is covered with a layer of chemically stable soil as follows:

1) The thickness of the cap shall be determined by a registered archeologist to ensure protection of the site from disturbance, but the cap shall be at least 18" thick;

2) Minimal or no surface preparation shall be allowed prior to the placement of the cap unless required by a qualified soils engineer;
3) To minimize ground disturbance to and compaction of previously undisturbed areas within the site boundaries, all equipment used in the installation of the site cap shall be equipped with inflatable rubber tires (i.e., no tracked equipment);
4) The cap shall be in place before constructing non-intrusive facilities on the site; and
5) If facilities or excavation are to occur below the cap, a registered archeologist shall be present to monitor the activities so as to avoid disturbance of the site.

c. If disturbance of the archeological site cannot be avoided, data recovery within the affected area shall be conducted by a certified archeologist in accordance with CEQA Guideline § 15064.5 so as to record and preserve the significant characteristics of the site.

Mitigation Measure 3.6-6 In accordance with CEQA Guideline §15064.5 (f), should any previously unknown historic or prehistoric resources, including but not limited to charcoal, obsidian or chert flakes, grinding bowls, shell fragments, bone, pockets of dark, friable soils, glass, metal, ceramics, wood or similar debris, be discovered during grading, trenching, or other on-site excavation(s), earthwork within 100 feet of these materials shall be stopped. A professional archaeologist certified by the Register of Professional Archaeologists (RPA) shall evaluate the significance of the find and suggest appropriate mitigation measure(s), as determined necessary to protect the resource and be approved by the City.

Mitigation Measure 3.6-10 In the event that Native American human remains or funerary objects are discovered, the provisions of the California Health and Safety Code shall be followed. Section 7050.5(b) of the California Health and Safety Code states:

a) In the event of discovery or recognition of any human remains in any location other than a dedicated cemetery, there shall be no further excavation or disturbance of the site or any nearby area reasonably suspected to overlie adjacent remains until the coroner of the county in which the human remains are discovered has determined, in accordance with Chapter 10 (commencing with Section 27460) of Part 3 of Division 2 of Title 3 of the Government Code, that the remains are not subject to the provisions of Section 27492 of the Government Code or any other

related provisions of law concerning investigation of the circumstances, manner and cause of death, and the recommendations concerning treatment and disposition of the human remains have been made to the person responsible for the excavation, or to his or her authorized representative, in the manner provided in Section 5097.98 of the Public Resources Code.

b) The County Coroner, upon recognizing the remains as being of Native American origin, is responsible to contact the Native American Heritage Commission within twenty-four hours. The Commission has various powers and duties to provide for the ultimate disposition of any Native American remains, as does the assigned Most Likely Descendant. Sections 5097.98 and 5097.99 of the Public Resources Code also call for "protection to Native American human burials and skeletal remains from vandalism and inadvertent destruction." A combination of preconstruction worker training and intermittent construction monitoring by a qualified archaeologist will serve to achieve compliance with this requirement for protection of human remains. Worker training typically instructs workers as to the potential for discovery of cultural or human remains, and both the need for proper and timely reporting of such finds, and the consequences of failure thereof. Once the find has been identified, the archaeologist will make the necessary plans for treatment of the find(s) and for the evaluation and mitigation of impacts if the finds are found to be significant according to CEQA.

The implementation of the above mitigation measures would reduce the cultural resource impacts associated with development of the Project to less than significant, as established by the Specific Plan[13] and Resolution No. 46-09. The approval and development of the Project will not result in any new, or substantially more adverse, significant impacts to cultural resources than were otherwise disclosed in the Specific Plan EIR. Moreover, there is no new information of substantial importance, which was not known and could not have been known with the exercise of reasonable diligence at the time the Specific Plan EIR was certified, that shows any new, or substantially more adverse, significant cultural resource impacts than those disclosed in the Specific Plan EIR, or that shows that new, or previously identified infeasible, mitigation measures or alternatives would substantially reduce one or more significant effects of the project to cultural resources. Therefore, the Project does not trigger need for a subsequent EIR on the basis of its effects on cultural resources.

[13] East Cypress Corridor Specific Plan Draft EIR, p. 3.6-14 – 3.6-19.

f) Geology and Soils

The Project proposes to develop Planning Area 3 in a manner consistent with the Specific Plan and as discussed and evaluated in the Specific Plan EIR. The Project does not propose any substantial changes to the project analyzed in the Specific Plan EIR, and there have been no substantial changes with respect to the circumstances under which the project is undertaken that require major revisions of the Specific Plan EIR. Accordingly, the potential geology and soil impacts associated with the Project are the same as the geology and soil impacts described and analyzed in the East Cypress Corridor Specific Plan EIR. The Project would be required to implement all applicable mitigation measures set forth in the MMRP with regard to potential geology and soil impacts associated with Planning Area 3 development. The following applicable mitigation measures are carried forward from the MMRP to reduce the Project's geology and soils impacts to less than significant.

Mitigation Measure 3.7-1 The proposed developments shall comply with the seismic design provisions of the Uniform Building Code (UBC). Because of the relatively close presence of the CRCV fault system, it is conceivable that the site may experience ground shaking higher than the UBC-specified ground shaking (produced by the more distant Greenville Fault), but the probability of occurrence is lower. For this reason, structures shall be designed for a horizontal ground acceleration of at least 0.32g.

Mitigation Measure 3.7-2 A design-level geotechnical report shall be completed for each project development (e.g., housing subdivisions, schools, commercial/retail centers, new levees) and submitted to the City Engineer for approval prior to issuance of a grading permit or building permit, whichever is issued first. Geologic hazards that shall be included in the study are lateral spreading, or other types of ground failure that could affect the project. Development design recommendations to correct geologic hazards that would impact development shall be included in each study and implemented during project construction. Acceptable corrective measures by the City Engineer shall be implemented as appropriate, based on the specific soil conditions and the type of facility being constructed.

Mitigation Measure 3.7-3 Developers shall prepare for City review and approval an Earthquake Response Plan for all proposed pipelines and facilities outlining post-earthquake inspection and repair plans to evaluate any damage that may have occurred. Inspection procedures shall ensure the integrity of the mechanical systems, and, if service is disrupted, determine what is necessary to make facilities operational as soon as possible.

Mitigation Measure 3.7-4 A design-level geotechnical report shall be completed by the project developers for the new master interior levee and submitted to the City Engineer, Reclamation District 799, and FEMA for approval prior to issuance of a grading permit for levee construction. In addition to the City Engineer, Reclamation District 799 and FEMA, CCWD shall review and approve the levee plan adjacent to the Canal.

Mitigation Measure 3.7-5 A Storm Water Pollution Prevention Plan (SWPPP) shall be completed for each project and submitted to the City of Oakley Public Works and Engineering Division for approval prior to the issuance of a grading permit. The SWPPP shall include BMPs acceptable to the City to reduce and minimize soil erosion and siltation. BMPs shall be installed prior to the start of grading and maintained throughout the duration of the project as determined by the City.

Mitigation Measure 3.7-6 A design-level geotechnical report shall be completed for each project development (e.g., housing subdivisions, schools, commercial/retail centers, new levees) and submitted to the City Engineer for approval prior to issuance of a grading permit or building permit, whichever is issued first. Geologic hazards that shall be included in the study include expansive soil and subsidence. Development design recommendations to correct expansive soil and subsidence, if present, shall be included in each study and implemented during project construction. Acceptable corrective measures by the City Engineer shall be implemented as appropriate, based on the specific expansive soil and subsidence conditions and the type of facility being constructed.

Mitigation Measure 3.7-7 A soil corrosion report shall be completed for each project development and submitted to the City Engineer for approval prior to issuance of a grading permit or building permit, whichever is issued first. The report shall include measures to address corrosive soils and identify measures to be incorporated into the project to minimize and control corrosive soils where damage to underground facilities may occur.

The implementation of the above mitigation measures would reduce any geology and soils impacts of Project to less than significant, as established by the Specific Plan EIR[14] and Resolution No. 46-09. The approval and development of the Project will not result in any new, or substantially more adverse, significant impacts to geological and soil resources than were otherwise disclosed in the Specific Plan EIR. Moreover, there is no

[14] East Cypress Corridor Specific Plan Draft EIR, pages 3.7-11 – 3.7-15.

new information of substantial importance, which was not known and could not have been known with the exercise of reasonable diligence at the time the Specific Plan EIR was certified, that shows any new, or substantially more adverse, significant geology or soil impacts than those disclosed in the Specific Plan EIR, or that shows that new, or previously identified infeasible, mitigation measures or alternatives would substantially reduce one or more significant effects of the project to geological or soil resources. Therefore, the Project does not trigger need for a subsequent EIR on the basis of its effects on geological or soil resources.

g) Hazards and Hazardous Materials

The Project proposes to develop Planning Area 3 in a manner consistent with the Specific Plan and as discussed and evaluated in the Specific Plan EIR. The Project does not propose any substantial changes to the project analyzed in the Specific Plan EIR, and there have been no substantial changes with respect to the circumstances under which the project is undertaken that require major revisions of the Specific Plan EIR. Accordingly, the potential hazards and hazardous materials impacts associated with approval and development of the Project are the same as the potential hazards and hazardous materials impacts described and analyzed in the Specific Plan EIR. As discussed in the Specific Plan EIR, the Specific Plan is located on the Dutch Slough Gas Field and part of the Hotchkiss Oil and Gas Tract. The Specific Plan designates six gas well sites throughout the Specific Plan area, including one gas well site on Planning Area 3. As explained in the Specific Plan and Specific Plan EIR, Planning Area 3 has previously been developed with a natural gas well site that was active at the time the Specific Plan was adopted. Since adoption of the Specific Plan, however, all natural gas wells on Planning Area 3 have been plugged and abandoned in accordance with the requirements of state law, as certified by the Department of Conservation Division of Oil, Gas & Geothermic Resources (CITE). Neither the applicant nor the landowner own or control the Planning Area 3 mineral rights and, thus, the Project does not propose to reactivate Planning Area 3's now-abandoned gas wells, nor does it propose to develop any new oil or gas wells within Planning Area 3. Even if the Project is approved, neither the applicant nor the landowner would be authorized by such approval to develop or operate any oil or gas wells within Planning Area 3. However, the Project's proposed subdivision map provides for a gas well site parcel consistent with the Specific Plan's conceptual Planning Area 3 land use plan. If, in the future, the Planning Area 3 mineral rights holders propose to develop such well site, they would first have to obtain from the City a conditional use permit in accordance with Oakley Municipal Code ("OMC") Section 9.1.1216, which discretionary permit approval would be subject to the environmental review requirements of the California Environmental Quality Act. The Project's Vesting Tentative Map 9401 proposes to increase the size of the Specific Plan's designated Planning Area 3 gas well site from 2.4 acres to five acres, as permitted by the Specific Plan. The overall build-out of the Lesher Property (Planning Area 1) and Planning Area 3 would reduce by one the total number of well sites proposed by the Specific Plan in such planning areas through the consolidation of three smaller well sites into two slightly larger well sites. Moreover, a five-acre well site would provide additional opportunities for physical buffering from noise sensitive receptors in the event oil or gas activities are ever approved by the City on the Planning Area 3 well site as part of a future conditional use permit application submitted by the Planning Area 3 mineral rights holders. Although the

Project, if approved, would not be authorized by such approval to develop or operate any gas wells within Planning Area 3, all mitigation measures described in this Specific Plan EIR related to oil and gas well operations have been carried forward in this addendum. The Project would be required to implement all other applicable mitigation measures set forth in the MMRP with regard to potential hazards and hazardous materials impacts of the development of Planning Area 3. The following mitigation measures are carried forward from the MMRP to reduce Project impacts related to hazards and hazardous materials to less than significant:

Mitigation Measure 3.8-1 All chemicals transported, used and stored for lake maintenance shall comply with all applicable laws and regulations.

Mitigation Measure 3.8-3 The drilling and operation of gas wells shall comply with all applicable laws and regulations to drill and operate gas wells, including D.O.G.G.R, Regional Water Quality Control Board, and the City of Oakley.

Mitigation Measure 3.8-3a The relocation of any natural gas lines shall require approval from the owner of the gas line and comply with all laws and regulations applicable to its relocation. All abandoned gathering lines, whose ownership cannot be determined, that are encountered during construction shall be removed in compliance with all state and local laws and regulations governing their removal.

Mitigation Measure 3.8-4 Abandoned and past wells (that are no longer expected to be operational) may be difficult to locate. If they can be located the soils surrounding the wellhead they should be evaluated for constituents of concern. For abandoned or past wells that cannot be located, grading or development activities may uncover these wells. If a well head and or discolored soil or unusual odors are noted (indication of potential drilling muds) the soil shall be tested and analyzed for constituents of concern. If shallow groundwater is encountered water sampling shall also be conducted. Soil with elevated constituents as compared to site Residential Preliminary Remedial Goals (PRGs) (soil) shall either be removed from the site or used in a manner to reduce the risk of exposure based on the proposed land use and under applicable laws and regulations. If impact to shallow groundwater is found the RWQCB and the local health department shall be contacted for further consultation.

Mitigation Measure 3.8-5 Prior to issuance of a demolition permit for any structures, the project developer shall provide a building survey to determine whether any structures to be demolished contain asbestos, mercury, or lead paint. An asbestos and lead paint

survey shall be conducted by a Cal-OSHA Certified Asbestos Consultant prior to the demolition of a structure. If lead paint and or asbestos is found, all lead containing paint and or asbestos shall be removed and disposed of by a licensed and certified lead paint and or asbestos removal contractor, as applicable in accordance with local, state, and federal regulations. The demolition contractor shall be informed that onsite buildings shall be considered as potentially containing lead and asbestos. The contractor shall take appropriate precautions to protect his/her workers, the surrounding community, and to dispose of construction waste containing lead paint and/or asbestos in accordance with local, state, and federal regulations subject to the City Building Official approval. If mercury is present it shall be removed and properly disposed in compliance with all applicable laws and regulations.

Mitigation Measure 3.8-6 An assessment of all buildings to be demolished shall be completed to evaluate if lead, mercury, CFCs, or universal waste are present. The assessment shall be submitted to the Oakley Building Department prior to the issuance of a demolition permit. If any are present, the assessment shall identify the measures that would be implemented to safely remove them from the building in compliance with all applicable laws and regulations.

Mitigation Measure 3.8-7 Prior to the issuance of a grading permit the project developer shall submit a shallow soil sampling assessment to the City to evaluate if environmentally persistent pesticides are present. If present, the pesticide concentrations shall be compared to EPA Residential Preliminary Remedial Goals (PRGs) to evaluate if pesticide concentrations are appropriate for residential use. If Residential PRGs are exceeded, a site-specific health risk assessment shall be prepared to further evaluate risk. Potential remedial measures based on a risk assessment shall include that the soil be treated, removed, or other mitigation methods employed to limit exposure/risk and to comply with applicable local, county, state and federal regulations. A health risk assessment and or confirmation soil samples, and supporting data shall be provided, if remedial activities are deemed necessary. This data shall be provided, as needed, to the City for said purposes prior to the issuance of a grading permit.

Mitigation Measure 3.8-10 The developers of PAs 3 and 4 shall install a CCWD approved fence along the east Canal property line from East Cypress Road to its intersection with Rock Slough.

Mitigation Measure 3.8-11 All property shall be investigated to determine if it is a hazardous material site pursuant to Government Code Section 65962.5 and that evidence provided to the City prior to the issuance of a demolition or grading permit, whichever is issued first. If a property is listed as a hazardous materials site pursuant to Government Code Section 65962.5, remedial measures to remove the hazardous materials in compliance with all local, county, state and federal laws and regulations shall be provided to and approved by the City prior to the issuance of a grading or building permit.

Mitigation Measure 3.8-12 Bethel Island Road, including the construction of either a two or four-lane bridge, as determined by the City Engineer, shall be constructed to Byron Highway for emergency access before 20% of the project is occupied. The construction cost of the bridge shall be paid by the project developers on a fair-share basis to be determined by the City Engineer.

Mitigation Measure 3.8-14 The bridge over Rock Slough shall be designed to minimize the discharge and release of liquids and material into the Contra Costa Canal from motorist and pedestrians on the bridge. The bridge shall also be designed to prevent easy access to the Canal from the bridge. The bridge plans shall be reviewed and approved by CCWD before a building permit is issued by the City of Oakley.

Mitigation Measure 3.8-15 A geotechnical engineer shall survey the property within a proposed development for the presence of peat soil prior to the issuance of a grading permit. If present, peat soil shall be removed or protected from potential fire hazard as recommended by the geotechnical engineer.

The implementation of the above mitigation measures would reduce hazards and hazardous materials impacts of the Project to less than significant, as established by the Specific Plan EIR[15] and Resolution No. 46-09. The approval and development of the Project will not result in any new, or substantially more adverse, significant impacts related to hazards and hazardous materials than were otherwise disclosed in the Specific Plan EIR. Moreover, there is no new information of substantial importance, which was not known and could not have been known with the exercise of reasonable diligence at the time the Specific Plan EIR was certified, that shows any new, or substantially more adverse, significant hazard or hazardous materials impacts than those disclosed in the Specific Plan EIR, or that shows that new, or previously identified infeasible, mitigation measures or alternatives would substantially reduce one or more significant effects of the project related to hazards or hazardous materials. Therefore, the Project does not trigger need for a subsequent EIR on the basis of its effects related to hazards or hazardous materials.

[15] East Cypress Corridor Specific Plan Draft EIR, pages 3.8-11 – 3.8-21.

h) Hydrology and Water Quality

The Project proposes to develop Planning Area 3 in a manner consistent with the Specific Plan and as discussed and evaluated in the East Cypress Corridor Specific Plan EIR. The Project does not propose any substantial changes to the project analyzed in the Specific Plan EIR, and there have been no substantial changes with respect to the circumstances under which the project is undertaken that require major revisions of the Specific Plan EIR. Accordingly, the potential hydrology and water quality impacts associated with the Project are the same as the potential hydrology and water quality impacts described and analyzed in the Specific Plan EIR. The Project would be required to implement all applicable mitigation measures set forth in the MMRP with regard to potential hydrology and water quality impacts of the development of Planning Area 3. The following applicable mitigation measures are carried forward from the MMRP for this project to reduce hydrology and water quality impacts.

Mitigation Measure 3.9-1 The City of Oakley shall require comprehensive Stormwater Management Plans (SWMPs) for all new developments within the Project before final map approval. Each SWMP shall clearly identify the storm water management strategy related to water quality such that the regulations and standards of the City, County of Contra Costa and Central Valley Regional Water Quality Control Board are met. At a minimum, each SWMP document shall provide treatment for storm water runoff consistent with the requirements in the C3 Guidebook prepared by the CCCWP.

Mitigation Measure 3.9-2 To maintain long-term water-quality objectives for the lakes, the City shall require a comprehensive Lake Management Plan (LMP) for all individual projects that will construct lake features. The plan shall clearly identify the management activities that are needed, the anticipated costs of conducting the required activities and the funding source to implement the LMP. Wherever practical, the City of Oakley shall own the lakes and associated infrastructure and shall be the entity responsible for implementing the LMP. The Lake Management Plan shall be approved by the Building Department prior to the issuance of a final grading permit for the lake.

Mitigation Measure 3.9-3 Prior to issuance of a grading permit, individual project proponents shall conduct design-level geotechnical study. Measures recommended in that study shall be incorporated into the design of roadway and infrastructure improvements, building foundations, and building designs.

Mitigation Measure 3.9-4 The developers shall obtain NPDES Construction General Permits prior to the start of grading. The applications for

such permits shall include, in the required SWPPP, appropriate BMPs and mitigation measures to control erosion during construction. If dewatering is not allowed by the NPDES Construction General Permit, a separate Waste Discharge Requirement permit shall be obtained before dewatering is commenced. Evidence of the issuance of a dewatering permit shall be provided to RD 799 prior to the start of any dewatering activities.

Mitigation Measure 3.9-5 All project drainage infrastructure shall be designed such that it is not necessary to increase peak discharge rates at the existing RD 799 pump station outfalls into Dutch Slough and Sand Mound Slough. Any installation or replacement of pumps and/or outfalls shall be completed with approval and any necessary permits from the appropriate agencies (including (U.S. Army Corps of Engineers, Regional Water Quality Control Board, City of Oakley, RD 799, etc.) and in consultation with federal and state fish and wildlife agencies.

Mitigation Measure 3.9-6 The City of Oakley shall require consideration of surface water supplies as an irrigation water source in the approval of all development in the project area. In cases where on-site lakes would be constructed, details of surface water use for irrigation shall be a component of the required Lake Management Plan. Where continued surface water withdrawals are needed they would be made in a manner that most closely approximates the rate and timing of customary surface water withdrawals. All surface water withdrawal infrastructure shall be updated to the prevailing standards for protection of fisheries resources where applicable.

Mitigation Measure 3.9-7 The City of Oakley shall confirm whether continued access to irrigation water from the Jersey Island Road Canal is needed as part of the interior levee design review. Delivery of surface water to existing users shall be maintained as needed and any required new or updated irrigation infrastructure shall be constructed on a schedule that precludes interruption of customary deliveries. Replacement of irrigation waters, if any, would be small and could be provided by pumping the small amount of water from Little Dutch Slough or the east end of the truncated Jersey Island Road Canal to the affected properties along the alignment. All surface water withdrawals shall be based on design requirements of NOAA Fisheries and other resource agencies to protect fishery resources from adverse impacts.

Mitigation Measure 3.9-8 The Mitigation and Monitoring Plan prepared for Mitigation Measure 3.5-4 shall include the interior levee design. The plan shall recognize the sources of water supporting any preserved wetland habitats between the interior levee and the existing perimeter levee as well as maintain the DSWRP. Adequate provisions for maintaining the quantity and quality of flow shall be included in the mitigation plan and implemented on a schedule that does not impair the functions and values of the wetland habitats. An appropriate monitoring program shall be implemented to assess the effectiveness of any flow augmentation solutions that are used.

Mitigation Measure 3.9-9 Project proponents shall prepare a drainage master plan and detailed design level drainage study as part of the flood control levee design review. The final drainage design shall present detailed calculations and modeling that demonstrate that peak discharge rates would not be increased to those portions of the existing drainage system that will remain in place. This includes existing drainage ditches and channels, as well as the pump stations operated by RD 799. The City shall work closely with RD 799 as part of this study to assure that all improvements are consistent with mutually agreed long-term drainage management goals.

Mitigation Measure 3.9-10 All required outfalls for drainage improvements for the project shall be located at existing RD 799 pump station outfalls. Detailed engineering studies shall be carried out with RD 799 during the interior levee design process. The resulting designs shall coordinate the construction of any new outfalls with other improvements at the pump stations. Construction best management practices shall be strictly implemented and detailed in the SWPPP for control of erosion or degradation of water quality in the receiving waters.

Mitigation Measure 3.9-12 A geotechnical report shall be submitted along with levee design plans to the City of Oakley, RD 799, FEMA, and CCWD for approval and any necessary permits. The geotechnical report shall identify all geotechnical and soils constraints with levee construction and recommend measures accordingly to correct all identified soil and/or geotechnical constraints. All measures to correct soil and geotechnical constraints shall be incorporated into the design and construction of the levee.

Mitigation Measure 3.9-13 A soil erosion control plan to reduce and minimize soil erosion during and after levee construction shall be submitted to the City for approval. The soil erosion control

plan for both construction and post-construction shall be approved by the City prior to the start of construction.

Mitigation Measure 3.9-14 Hydrology mitigation measure 3.9-5 shall be incorporated into the levee construction.

Mitigation Measure 3.9-15 All levee construction activity shall comply with the City of Oakley Noise Element with regards to hours and days of construction.

Mitigation Measure 3.9-16 Traffic mitigation measure 3.13-18 shall be incorporated into the construction of the levee.

Mitigation Measure 3.9-17 The following Biology mitigation measures shall be required: 3.5-42, 44, 45, 47- 50, 58, 59-69. The Hollywood junipers may be considered protected or heritage trees according to the Contra Costa County Tree Ordinance. Biology mitigation measures 3.5-14-15 shall be followed to reduce impacts to heritage and protected trees.

Mitigation Measure 3.9-18 All new levees shall be constructed to the latest FEMA standards such that all interior areas can be removed from the one-percent chance floodplain. Compliance with FEMA regulations and standards shall be documented through the filing, and FEMA approval of a Letter of Map Revision. All new habitable structures located in a designated floodplain shall be protected by adequate levees, elevated above the base flood elevation or otherwise flood-proofed to FEMA standards.

Mitigation Measure 3.9-19 The City of Oakley shall require a detailed design level drainage study as part of the interior levee design review that supplements the analyses presented in the Hydrology and Water Quality report appended to this document. The final design analysis shall include a thorough assessment of existing drainage facilities that may be impacted by construction of the levee. Detailed calculations shall be provided of the peak flow and volume of runoff from any areas that will be impacted, consistent with the analytical methodologies used by the City of Oakley and CCCFCWCD, and must be reviewed and approved by RD 799. Adequate alternative drainage facilities shall be required as identified in the study, and shall be constructed on a schedule that precludes any impairment of existing drainage routes. In the case of the drainage that originates south of Cypress Road, the ultimate solution may involve a small pump at the intersection of Cypress Road and Jersey Island Road to direct the flow toward Little Dutch Slough at the existing RD

799 outfall for PS-1a or to the truncated end of the irrigation canal on the DWR property, along an alignment outside of the internal levees.

Mitigation Measure 3.9-20 The City of Oakley shall cooperate with RD 799, the County of Contra Costa and other pertinent agencies to update the emergency response plan for a perimeter levee failure. The updated emergency response plan shall include consideration of the changes in land use and public facilities proposed by the project. The emergency response plan shall include a detailed levee failure analysis study to identify all areas of high risk, and select appropriate evacuation routes and staging areas accordingly. The emergency response plan shall be approved by the City, RD 799 and the County of Contra Costa before the extension of the interior levees beyond the southern phase of the Summer Lake project.

Mitigation Measure 3.9-21 All levees shall be constructed using design criteria identified in the NFIP regulations. Levees shall be constructed in a manner that takes into account the potential for future increase in sea level. The City of Oakley and RD 799 shall prohibit any structures or encroachments that would compromise future remedial actions to raise levee crest heights to maintain levee safety factors to FEMA standards.

Mitigation Measure 3.9-22 All man-made lakes shall be designed and constructed to contain wind- and seismically-generated (seiche) waves within the boundary of the lake. All structures and buildings, surrounding and within 20 feet of a lake shall be placed at a minimum of two feet above the maximum lake.

The implementation of the above mitigation measures would reduce hydrology and water quality impacts of the Project to less than significant, as established by the Specific Plan[16] and Resolution No. 46-09. The approval and development of the Project will not result in any new, or substantially more adverse, significant impacts to hydrology and water quality than were otherwise disclosed in the Specific Plan EIR. Moreover, there is no new information of substantial importance, which was not known and could not have been known with the exercise of reasonable diligence at the time the Specific Plan EIR was certified, that shows any new, or substantially more adverse, significant hydrology or water quality impacts than those disclosed in the Specific Plan EIR, or that shows that new, or previously identified infeasible, mitigation measures or alternatives would substantially reduce one or more significant effects of the project related to hydrology or water quality. Therefore, the Project does not trigger need for a subsequent EIR on the basis of its effects on hydrology or water quality.

[16] East Cypress Corridor Specific Plan Draft EIR, pages 3.9-26 – 3.9-58.

i) Land Use

The Project proposes to develop Planning Area 3 in a manner consistent with the Specific Plan and as discussed and evaluated in the Specific Plan EIR for Planning Area 3. The Project does not propose any substantial changes to the project analyzed in the Specific Plan EIR, and there have been no substantial changes with respect to the circumstances under which the project is undertaken that require major revisions of the Specific Plan EIR. Accordingly, the potential land use impacts of the Project are the same as the potential land use impacts described and analyzed in the Specific Plan EIR. The Project would be required to implement all applicable mitigation measures set forth in the MMRP with regard to potential land use impacts of the development of Planning Area 3. The following applicable mitigation measure is carried forward from the MMRP for this project to reduce land use impacts.

Mitigation Measure 3.10-1 All perspective residents shall be notified prior to the purchase of a residence that existing agricultural activities exist on the site and the agricultural activities may continue into the future. In addition, future project residents shall acknowledge during and prior to the close of escrow they have been properly notified and are aware that agricultural activities exist and may continue to exist.

The implementation of the above mitigation measure would reduce land use impacts of the Project to less than significant, as established by the Specific Plan[17] and Resolution No. 46-09. The approval and development of the Project will not result in any new, or substantially more adverse, significant land use impacts than were otherwise disclosed in the Specific Plan EIR. Moreover, there is no new information of substantial importance, which was not known and could not have been known with the exercise of reasonable diligence at the time the Specific Plan EIR was certified, that shows any new, or substantially more adverse, significant land use impacts than those disclosed in the Specific Plan EIR, or that shows that new, or previously identified infeasible, mitigation measures or alternatives would substantially reduce one or more significant effects of the project related to land use. Therefore, the Project does not trigger need for a subsequent EIR on the basis of its potential land use impacts.

j) Noise and Vibration

The Project proposes to develop Planning Area 3 in a manner consistent with the Specific Plan and as discussed and evaluated in the East Cypress Corridor Specific Plan EIR. The Project does not propose any substantial changes to the project analyzed in the Specific Plan EIR, and there have been no substantial changes with respect to the circumstances under which the project is undertaken that require major revisions of the Specific Plan EIR. Accordingly, the potential noise and vibration impacts associated with Project are the same as the noise and vibration impacts described and analyzed in the Specific Plan EIR. The Project would be required to implement all applicable mitigation measures set forth in the MMRP with regard to potential noise and vibration impacts of

[17] East Cypress Corridor Specific Plan Draft EIR, pages 3.10-17.

the development of Planning Area 3. The following applicable mitigation measures are carried forward from the MMRP for this project to reduce noise and vibration impacts.

Mitigation Measure 3.11-1 A 6-foot noise barrier shall be constructed along the rear yards of those residences located adjacent to Bethel Island Road. If the building pad elevations of the residences are more than 2 feet below the roadway elevation, a revised barrier calculation shall be conducted to confirm the 6-foot noise barrier is adequate to reduce noise levels to meet City noise criteria.

Mitigation Measure 3.11-9 Barriers shall be used during drilling operations to shield noise levels to surrounding residences. Noise barriers can take many forms, including portable acoustical curtains, stacked hay or straw bales, earthen berms or enclosures. The mass of the barrier shall be a minimum of 3 to 3½ pounds per square foot.

Mitigation Measure 3.11-10 Residents shall be notified in writing a minimum of one week (7 days) prior to well drilling.

Mitigation Measure 3.11-11 Require residents to sign disclosures with regards to potential well drilling.

Mitigation Measure 3.11-13 All heavy construction equipment and all stationary noise sources (such as diesel generators) shall have manufacturer installed mufflers. In addition, construction activities shall be restricted between the hours of seven a.m. and seven p.m. Monday through Friday, and between the hours of eight a.m. and eight p.m. Saturday and Sunday. Equipment warm up areas, water tanks, and equipment storage areas shall be located in an area as far away from existing residences as feasible.

Subsequent to the approval of the Specific Plan and in compliance with Mitigation Measure 3.11-12 of the Specific Plan EIR, the OMC Section 9.1.1216, Oil and Gas Drilling establishes residential noticing requirements, noise standards, and additional provisions to protect residences adjacent to gas wells. There is an abandoned gas well within the proposed gas well site for the Project. Any drilling and operational activities associated with the existing abandoned gas well or new gas wells at the proposed gas well site of the Project would be required to comply with the provisions of OMC Section 9.1.1216 to reduce gas well activity impacts to less than significant.[18] The implementation of the above mitigation measures would reduce the Project's noise and

[18] Since the certification of the Specific Plan EIR, the active gas well located within PA 3 was abandoned by Vintage Petroleum and is no longer active. The well owner, Vintage Petroleum, is not an applicant of the Project. The proposed map would create a parcel of 2.5 acres where the abandoned gas well is located and the project does not propose the re-activation of this abandoned well.

vibration impacts to less than significant, as established by the Specific Plan EIR[19] and Resolution No. 46-09. The approval and development of the Project will not result in any new, or substantially more adverse, significant noise or vibration impacts than were otherwise disclosed in the Specific Plan EIR. Moreover, there is no new information of substantial importance, which was not known and could not have been known with the exercise of reasonable diligence at the time the Specific Plan EIR was certified, that shows any new, or substantially more adverse, significant noise or vibration impacts than those disclosed in the Specific Plan EIR, or that shows that new, or previously identified infeasible, mitigation measures or alternatives would substantially reduce one or more significant effects of the project related to noise or vibration. Therefore, the Project does not trigger need for a subsequent EIR on the basis of its potential noise or vibration impacts.

k) Public Services and Utilities

The Project proposes to develop Planning Area 3 in a manner consistent with the Specific Plan and as discussed and evaluated in the Specific Plan EIR. The Project does not propose any substantial changes to the project analyzed in the Specific Plan EIR, and there have been no substantial changes with respect to the circumstances under which the project is undertaken that require major revisions of the Specific Plan EIR. Accordingly, the potential public service and utility impacts associated with the development of the Project are the same as the potential public service and utility impacts described and analyzed in the Specific Plan EIR. A Water Supply Assessment (WSA) was prepared for the Specific Plan EIR by Diablo Water District (DWD) per SB 610 that evaluated DWD's ability to serve the Specific Plan's water demand in normal years, drought years, and multiple drought years, as required by law. The WSA and Specific Plan EIR determined that DWD's water supply is sufficient to meet the yearly water demand associated with the development allowed by the Specific Plan under all climate conditions, which includes Planning Area 3. The Project does not propose any changes that would result in greater water demand than otherwise disclosed in the Specific Plan EIR and assumed by the WSA. Moreover, there have been no significant changes to DWD's water supply or circumstances that substantially affect DWD's ability to provide a sufficient supply of water to the project; and there is no significant information available today that was not known and could not have been known at the time the water supply assessment was prepared. The Project would be required to implement all applicable mitigation measures set forth in the MMRP with regard to public service and utility impacts of the development of Planning Area 3. The following applicable mitigation measures are carried forward from the MMRP for this project to reduce public services and utilities impacts.

Mitigation Measure 3.12-1 To address potential impacts on DWD water service infrastructure and provide the necessary looping in the southern part of the DWD service area, the developments within the Specific Plan area shall implement one or more of the following options as applicable:

[19] East Cypress Corridor Specific Plan Draft EIR, pages 3.11-19 – 3.11-20.

- Install 18" water main in Neroly Road, and extend the 16" water main in Laurel Road to Sellers Avenue. Install 24" main in Sellers Avenue from Laurel Road to East Cypress Road;
- Install 24" main in Carpenter Road west of O'Hara Avenue, and extend the 16" water main in Laurel Road to Sellers Avenue. Install 24" main in Sellers Avenue from Laurel Road to East Cypress Road;
- Install 18" water main in Neroly Road, and install 24" main in Neroly and Delta Roads from O'Hara Avenue to Sellers Avenue. Install 24" main in Sellers Avenue from Delta Road to East Cypress Road;
- Install 24" main in Carpenter Road west of O'Hara Avenue, and install 24" main in Neroly and Delta Roads from O'Hara Avenue to Sellers Avenue. Install 24" main in Sellers Avenue from Delta Road to East Cypress Road.

Mitigation Measure 3.12-2 Implement water conservation measures approved by USBR under Section 3406 of the CVPIA that shall include, but are not limited to:

- Installation of water measuring devices (i.e., water meters);
- Adoption of California Urban Water Agencies (CUWA) BMPs for residential/commercial water usage, including, but not limited to the following:
- Irrigating large turf/landscape areas with local groundwater wells;
- Landscape road medians and other similar areas with xeriscape and low water use plants;
- Install low water use fixtures in residential and non-residential buildings; and
- Use high efficiency irrigation equipment in public and common areas.

Mitigation Measure 3.12-3 Consistent with SB 221, each final subdivision map approval shall be conditioned on DWD's issuance of a "Written Verification" that its water supplies are sufficient to serve the subdivision.

Mitigation Measure 3.12-4 The developers shall furnish all plans regarding FEMA levees proposed along the Canal (between the Rock Slough Headworks and East Cypress Road) to CCWD, RD 799, and the USBR. Plans shall include proposed levees within or adjacent to USBR property. All final plans shall be subject to approval by these three cooperating agencies in accordance with NEPA and other applicable state and federal regulations.

Mitigation Measure 3.12-5 To ensure proper coordination of the roadway improvements and replacement of the Canal siphon underlying East Cypress Road, design specifications and construction of roadway improvements and siphon replacement are subject to CCWD and Bureau of Reclamation direction and approval and must comply with NEPA, the Endangered Species Act, and other applicable federal and state regulations. Performance bonds for design and construction of the roadway improvements and siphon replacement shall be advanced prior to construction consistent with CCWD and Bureau of Reclamation requirements.

Mitigation Measure 3.12-6 CCWD and the Bureau of Reclamation may require proposed residential developments within the Specific Plan Area to provide reimbursement for a fair share of the administrative costs necessary for CCWD and the Bureau of Reclamation to review and approve the roadway and siphon designs and construction. Such administrative costs may include, for example, administration, design review, and inspection.

Mitigation Measure 3.12-7 Any modifications to the Canal itself shall follow and be consistent with CCWD and Bureau of Reclamation design and construction management approaches. The siphon may be designed and constructed either by CCWD, the City of Oakley, or a private party (as specifically approved by CCWD and the Bureau of Reclamation). In any event, the design of the siphon, including the designer used, shall be reviewed and approved by CCWD and/or the Bureau of Reclamation. Any private party design and/or construction of the siphon shall be subject to a design and construction agreement between the developer, CCWD and/or the Bureau of Reclamation.

Mitigation Measure 3.12-8 According to CCWD, during the early winter (typically October through December) the Canal can be taken offline without impacting the water supply system. If possible, the modifications to the Canal should occur during this down time. In the event that construction must proceed outside this period, the East Cypress Road widening shall require that a portion of the Canal flows be diverted around the construction area to maintain ongoing service to customers in the area. The timing of the construction of the facilities shall only occur at a time approved by CCWD and the Bureau of Reclamation.

Mitigation Measure 3.12-8.1 Prior to construction of homes within PA's 1, 3, 4 or 6, the project applicant shall consult with ISD to determine whether the existing emergency storage ponds and 14" gravity main are adequate to address the cumulative build-out of the ECCSPA. If existing planned facilities are adequate, no further mitigation is required. If existing facilities are not adequate, each project will pay its proportionate share for necessary upgrades to these wastewater storage and conveyance facilities.

Mitigation Measure 3.12-9 Prior to the start of construction of the homes in PAs 1, 3, 4 or 6, the project site shall be in a Community Facilities District that is authorized to collect a special tax that is used by the East Contra Costa Fire Protection District to fund on-going operations to provide fire protection service for the project and meet the Districts' response goal of 6 minutes for 90% of incidents.

The implementation of the above mitigation measures would reduce public services and utilities impacts of Project to less than significant, as established by the Specific Plan EIR[20] and Resolution No. 46-09. The approval and development of the Project will not result in any new, or substantially more adverse, significant public services or utilities impacts than were otherwise disclosed in the Specific Plan EIR. Moreover, there is no new information of substantial importance, which was not known and could not have been known with the exercise of reasonable diligence at the time the Specific Plan EIR was certified, that shows any new, or substantially more adverse, significant public services or utilities impacts than those disclosed in the Specific Plan EIR, or that shows that new, or previously identified infeasible, mitigation measures or alternatives would substantially reduce one or more significant effects of the project related to public services and utilities. Therefore, the Project does not trigger need for a subsequent EIR on the basis of its potential public services and utilities impacts.

I) Transportation and Circulation

The Project proposes to develop Planning Area 3 in a manner consistent with the Specific Plan and as discussed and evaluated in the Specific Plan EIR. The Project does not propose any substantial changes to the project analyzed in the Specific Plan EIR, and there have been no substantial changes with respect to the circumstances under which the project is undertaken that require major revisions of the Specific Plan EIR. Accordingly, the potential traffic impacts associated with the Project are the same as the traffic impacts described and analyzed in the Specific Plan EIR. The Project would be required to implement all the applicable mitigation measures set forth in the MMRP with regard to potential land use impacts of the development of Planning Area 3. The following applicable mitigation
measures are carried forward from the MMRP for this Project to reduce transportation and circulation impacts.

[20] East Cypress Corridor Specific Plan Draft EIR, pages 3.12-6 – 3.12-8.

Mitigation Measure 3.13-1 Mitigation of the unacceptable traffic conditions along Main Street can partially be achieved through the construction of Segment 1 of the SR 4 Bypass, the Laurel Road Interchange and the extension of Laurel Road to the SR 4 Bypass. This mitigation would provide an alternative route to Main Street and alleviate some of its congestion. The SR 4 Bypass Authority is responsible for the construction of this mitigation. The project would contribute to this mitigation by paying its fair share of the cost through the payment of regional traffic fees to the East Contra Costa Regional Fee and Finance Authority (ECCRFFA).

Mitigation Measure 3.13-2 Mitigation of the unacceptable conditions along East Cypress Road between Sellers Avenue and Jersey Island Road can partially be achieved through widening the roadway to three lanes in each direction to provide more capacity on this portion of East Cypress Avenue and alleviate some of the congestion along the roadway. This roadway improvement has been identified in the City's General Plan and is included in the City's Transportation Impact Fee Program. The project would contribute to this mitigation constructing the improvement or by paying its fair share of the cost through the payment of the City's Transportation Impact Fee.

Mitigation Measure 3.13-3 Mitigation of the unacceptable conditions along East Cypress Road and Main Street can partially be achieved through extending Laurel Road from its current eastern terminus just west of the Union Pacific Railroad to Sellers Avenue as a four-lane arterial and upgrading Sellers Avenue between East Cypress Road and Laurel Road to a four-lane arterial. This mitigation measure in conjunction with the construction of Segment 1 of the SR 4 Bypass and extension of Laurel Road west to SR 4 Bypass (Mitigation 1) would provide an alternative route to and from the SR 4 freeway, and alleviate some of the congestion along East Cypress Road and Main Street. This roadway improvement project has been identified in the City's General Plan and is included in the City's Transportation Impact Fee Program. The project would contribute to this mitigation by paying its fair share of the cost through the payment of the City's Transportation Impact Fee.

Mitigation Measure 3.13-4 Mitigation of the unacceptable conditions along East Cypress Road can partially be achieved with the construction of a bridge over Rock Slough to connect Bethel Island Road with Byron Highway and Delta Road that are south of the project site. This connection would provide an alternative access to

the south. Two lanes of the roadway and a bridge, with the exact width and configuration of the bridge to be determined through further engineering analysis, shall be constructed before 20% of the project (800 residential units) has been completed and the ultimate four-lane roadway should be constructed before 80% of the project (3,100 units) has been completed. This improvement project has been identified in the Contra Costa County General Plan. However, no funding sources have yet been identified. The project would contribute to this mitigation by constructing the improvement.

Mitigation Measure 3.13-5 Mitigation of the unacceptable conditions along Laurel Road can partially be achieved through widening Laurel Road to a four-lane arterial between Empire Avenue and Main Street. This mitigation measure would alleviate some of the congestion along Laurel Road. This roadway improvement project has been identified in the City's General Plan and is included in the City's Transportation Impact Fee Program. The project would contribute to this mitigation by paying its fair share of the cost through the payment of the City's Transportation Impact Fee.

Mitigation Measure 3.13-6 Mitigation of the unacceptable conditions at Main Street/O'Hara Avenue intersection can be achieved through the construction of the Main Street Downtown Bypass. This project would realign Main Street north of its current alignment as a new four-lane arterial between west of Vintage Parkway and 2nd Street to provide an alternative to Main Street through Downtown Oakley. The Main Street Downtown Bypass was included in the *Old Town Oakley Specific Plan* in 1999 and is also included in the City's General Plan and the City's Transportation Impact Fee Program. Developers of the East Cypress Corridor Specific Plan would contribute to this mitigation by paying its fair share of the cost through the payment of the City's Transportation Impact Fee.

Mitigation Measure 3.13-7 Mitigation of the unacceptable conditions at West Cypress Road/O'Hara Avenue intersection can be achieved through the installation of traffic signals at the intersection. The forecasted AM peak hour and PM peak hour intersection volumes would satisfy the MUTCD peak hour traffic signal warrants.[21] This signal installation is included in the City's

[21] This analysis is intended to examine the general correlation between the planned level of future development and the need to install new traffic signals. It estimates future development-generated traffic compared against a sub-set of the standard traffic signal warrants recommended in the Federal Highway Administration *Manual on Uniform Traffic Control Devices* and associated State guidelines. This analysis should not serve as the only basis for deciding whether and when to install a signal. To reach such a

Transportation Impact Fee Program. The proposed project would contribute to this mitigation by paying its fair share of the cost through the payment of the City's Transportation Impact Fee.

Mitigation Measure 3.13-8 Mitigation of the unacceptable conditions at West Cypress Road/Main Street intersection can be achieved through the addition of a second southbound left-turn lane, the reconfiguration of the eastbound right-turn lane to a shared through/right-turn lane, and the reconfiguration of the westbound through lane to a shared through/right-turn lane. The reconfiguration of the West Cypress Road/Main Street intersection is included in the City's Transportation Impact Fee Program. The project would contribute to this mitigation by paying its fair share of the cost through the payment of the City's Transportation Impact Fee.

Mitigation Measure 3.13-9 Mitigation of the unacceptable conditions at East Cypress Road/Sellers Avenue intersection can be achieved through the reconfiguration of the intersection to provide a right-turn, a shared through/right-turn, a through, and a left-turn lane on the southbound approach; a shared through/right-turn, a through, and two left-turn lanes on the westbound approach; two left, two through, and a free right-turn lane on the northbound approach; and a right, two through, and one left-turn lane on the eastbound approach. The reconfiguration of the East Cypress Road/Sellers Avenue intersection is included in the City's Transportation Impact Fee Program. The project would contribute to this mitigation by paying its fair share of the cost through the payment of the City's Transportation Impact Fee.

Mitigation Measure 3.13-10 Mitigation of the unacceptable conditions at East Cypress Road/Jersey Island Road intersection can be achieved through the installation of a traffic signal at this intersection. The forecasted AM peak hour and PM peak hour intersection volumes would satisfy the MUTCD peak hour traffic signal warrant. The installation of a signal is included in the City's Transportation Impact Fee Program. The project would contribute to this mitigation by paying its fair share of the cost through the payment of the City's Transportation Impact Fee.

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decision, the full set of warrants should be investigated based on field-measured, rather than forecast, traffic data and a thorough study of traffic and roadway conditions by an experienced engineer. Furthermore, the decision to install a signal should not be based solely upon the warrants, since the installation of signals can lead to certain types of collisions. The City of Oakley should undertake regular monitoring of actual traffic conditions and accident data, and timely re-evaluation of the full set of warrants in order to prioritize and program intersections for signalization.

Mitigation Measure 3.13-11 Mitigation of the unacceptable conditions at the Laurel Road/Empire Avenue intersection can be achieved through installing traffic signals at the intersection and providing a right-turn, two through, and a left-turn lane on the northbound approach and a shared through/right-turn lane, a through lane, and a left-turn lane on the other approaches. The signalization of the Laurel Road/Empire Avenue intersection is included in the City's Transportation Impact Fee Program. The project would contribute to this mitigation by paying its fair share of the cost through the payment of the City's Transportation Impact Fee.

Mitigation Measure 3.13-12 Mitigation of the unacceptable conditions at the Laurel Road/Main Street intersection can be achieved by providing an additional eastbound right-turn lane on Laurel Road. This improvement project is not included in any funding document. The proposed project would contribute to this mitigation by paying its fair share of the cost.

Mitigation Measure 3.13-13 Mitigation of the unacceptable conditions at the Balfour Road/Byron Highway intersection can be achieved through installing a traffic signal at the intersection. The forecasted PM peak hour intersection volumes would satisfy the MUTCD peak hour traffic signal warrant for rural areas.[22] The Balfour Road/Byron Highway intersection signalization is not identified in any funding documents, but this mitigation measure is consistent with the findings of previous environmental documents.[23] If an agreement regarding cooperative funding of this improvement exists between Contra Costa County and the City of Oakley at the time of vesting map, the proposed project would contribute to this mitigation by paying its fair share of the cost to Contra Costa County.

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[22] This analysis is intended to examine the general correlation between the planned level of future development and the need to install new traffic signals. It estimates future development-generated traffic compared against a sub-set of the standard traffic signal warrants recommended in the Federal Highway Administration *Manual on Uniform Traffic Control Devices* and associated State guidelines. This analysis should not serve as the only basis for deciding whether and when to install a signal. To reach such a decision, the full set of warrants should be investigated based on field-measured, rather than forecast, traffic data and a thorough study of traffic and roadway conditions by an experienced engineer. Furthermore, the decision to install a signal should not be based solely upon the warrants, since the installation of signals can lead to certain types of collisions. The County of Contra Costa should undertake regular monitoring of actual traffic conditions and accident data, and timely re-evaluation of the full set of warrants in order to prioritize and program intersections for signalization.

[23] Discovery Bay West General Plan Amendment Environmental Impact Report (Contra Costa County, 1994).

Mitigation Measure 3.13-14 Mitigation of the unacceptable conditions at Sandmound Boulevard/Bethel Island Road intersection can be achieved through widening the Bethel Island Road to two lanes in each direction and the installation of traffic signals at the intersection. The forecasted AM peak hour and PM peak hour intersection volumes would satisfy the MUTCD peak hour traffic signal warrant. No funding sources have been identified for this project. The proposed project would construct this improvement.

Mitigation Measure 3.13-15 Mitigation of the unacceptable conditions on SR 4 freeway can be achieved through widening the freeway to provide three mixed-flow travel lanes and one high-occupancy vehicle (HOV) lane in each direction between Loveridge Road and Hillcrest Avenue. This improvement project is currently in the planning stages and a variety of funding sources, including ECCRFFA and Measure C, have been identified. The proposed project would contribute by paying its fair share of the cost through the payment of the regional fees.

Mitigation Measure 3.13-16 Mitigation of the potential insufficient emergency access can be achieved by providing an additional access point to the site with the construction of a bridge over Rock Slough to connect Bethel Island Road south to Byron Highway and Delta Road. Two lanes of the roadway and a bridge, with the exact width and configuration of the bridge to be determined through further engineering analysis, shall be constructed before 20% of the project (800 residential units) has been completed and the ultimate four-lane roadway should be constructed before 80% of the project (3,100 units) has been completed. The project would construct this improvement.

Mitigation Measure 3.13-18 Mitigation of the potential temporary hazardous conditions can be achieved through preparation of a Construction Phasing and Management Plan for each construction phase. The Construction Phasing and Management Plan shall be approved by the City and may include the following elements:

- A set of comprehensive traffic control measures, including scheduling of major truck trips and deliveries to avoid peak hours; lane closure procedures; signs, cones, and other warning devices for drivers; and designation of construction access routes.
- Location of construction staging, and provision of on-site parking for all construction employees, site visitors, and inspectors.

- Provision for monitoring surface streets used for haul routes so that any damage attributable to the haul trucks can be identified and corrected.

Mitigation Measure 3.13-19 All development in the East Cypress Corridor Specific Plan shall pay its fair share of the cost to signalize the Knightsen Avenue @ East Cypress Road intersection through payment of the City of Oakley Transportation Impact Fee as required.

Mitigation Measure 3.13-20 The intersection shall be signalized and the following improvements constructed: 1) One left-turn, one through, and one shared through/right-turn lane in the northbound direction; 2) one left-turn, one through, and one right-turn lane in the eastbound direction; 3) one left- turn, two through, and one right-turn lane in the southbound direction; 4) two left-turn, and one shared through/right-turn lane in the westbound direction. The City shall add the intersection improvements to the Transportation Impact Fee program and all development in the project shall be required to pay its fair share towards the cost to construct the improvements. The City shall determine the fair share cost for each development allowed within the project. The fair share development fee shall be paid to the City prior to the issuance of building permits.

Mitigation Measure 3.13-21 The intersection shall be signalized and an exclusive left-turn lane provided at all four approaches. If not included in a County fee program at the time of project approval, the City will request that the project be added to the appropriate County fee program. All development in the project shall be required to pay its fair share towards the cost to signalize and construct an exclusive left-turn lane at all four intersection approaches. The City, in conjunction with the County, shall determine the fair share cost for each development allowed within the project. The fair share fee shall be paid to the City prior to the issuance of building permits.

Mitigation Measure 3.13-22 The intersection of Byron Highway @ Delta Road shall be signalized and an exclusive right-turn lane on the southbound approach shall be added. The project shall construct the traffic signal and turn lane at this intersection.

Mitigation Measure 3.13-23 All development shall be required to pay its fair share towards the cost to signalize and construct an exclusive left-turn lane at all four intersection approaches. If not included in a Brentwood fee program at the time of project

approval, the City will request that the project be added to the Brentwood fee program. The City, in conjunction with the City of Brentwood, shall determine the fair share cost for each development allowed within the project. The development fee shall be paid to the City of Oakley prior to the issuance of building permits.

Mitigation Measure 3.13-24 All development in the project shall be required to pay its fair share towards the cost to signalize and construct an exclusive left-turn lane at all four intersection approaches. If not included in a Brentwood fee program at the time of project approval, the City will request that the project be added to the Brentwood fee program. The City, in conjunction with the City of Brentwood, shall determine the fair share cost for each development allowed in the project. The fair share fee shall be paid to the City of Oakley prior to the issuance of building permits.

Mitigation Measure 3.13-25 All development within the project shall pay a fair share impact fee, based on the City of Brentwood Transportation Impact Fee, to the City of Oakley to signalize the intersection prior to the issuance of building permits.

Mitigation Measure 3.13-26 All development within the project shall be required to pay a fair share impact fee towards the cost to signalize the intersection. If not included in a County fee program at the time of project approval, the City will request that the project be added to the appropriate County fee program. The City, in conjunction with the County, shall determine the fair share cost for each development allowed within the project. The fair share impact fee shall be paid to the City prior to the issuance of building permits.

Mitigation Measure 3.13-27 All development within the project shall be required to pay its fair share towards the cost to signalize the intersection. If not included in a County fee program at the time of project approval, the City will request that the project be added to the appropriate County fee program. The City, in conjunction with the County, shall determine the fair share cost for each type of development allowed within the project. The development fee shall be paid prior to the issuance of building permits.

Mitigation Measure 3.13-28 If not included in the County fee program at the time of project approvals, the City will request appropriate County fee program shall be amended to include the signalization. All development within the project shall be required to pay its fair share towards the cost to signalize the intersection.

The City, in conjunction with the County, shall determine the fair share cost for each development allowed within the project. The fair share fee shall be paid to the City prior to the issuance of building permits.

Mitigation Measure 3.13-29 If not included in the County fee program at the time of project approvals, the City will request the project be added to the appropriate County fee program to include the improvement. All development within the project shall be required to pay its fair share towards the cost to construct a second left-turn lane on the northbound approach to the intersection. The City, in conjunction with the County, shall determine the fair share cost for each development allowed within the project. The fair share fee shall be paid to the City prior to the issuance of building permits.

Mitigation Measure 3.13-30 If not included in the County fee program at the time of project approvals, the City will request that the project be added to the appropriate County fee program to include the signalization. All development within the project shall be required to pay its fair share towards the cost to signalize the intersection. The City, in conjunction with the County, shall determine the fair share cost for each development allowed within the project. The fair share fee shall be paid to the City prior to the issuance of building permits.

The implementation of the above mitigation measures from the certified Specific Plan EIR will reduce transportation and circulation impacts of the Project to less than significant, with the exception of the Sellers Avenue at Marsh Creek Road intersection, as established by the Specific Plan EIR[24] and Resolution No. 46-09. The approval and development of the Project will not result in any new, or substantially more adverse, significant public transportation or circulation impacts than were otherwise disclosed in the Specific Plan EIR. Moreover, there is no new information of substantial importance, which was not known and could not have been known with the exercise of reasonable diligence at the time the Specific Plan EIR was certified, that shows any new, or substantially more adverse, significant transportation or circulation impacts than those disclosed in the Specific Plan EIR, or that shows that new, or previously identified infeasible, mitigation measures or alternatives would substantially reduce one or more significant effects of the project related to transportation or circulation. Therefore, the Project does not trigger need for a subsequent EIR on the basis of its potential transportation or circulation impacts.

V. Conclusion

Based on the foregoing, none of the circumstances requiring preparation of a subsequent or supplemental EIR to the East Cypress Corridor Specific Plan EIR or East Cypress

[24] East Cypress Corridor Specific Plan Draft EIR, pages 3.13-19 – 3.13-40.

Corridor Specific Plan Supplemental EIR (as specified in CEQA section 21166 and CEQA Guidelines 15162 and 15163) exist. The Project proposes no substantial changes to the development proposed for Planning Area 3 under the Specific Plan that require major revisions to the Specific Plan EIR. Furthermore, no substantial changes are proposed or would occur with respect to the circumstances that development of Planning Area 3 would be undertaken that would require major revisions to the Specific Plan EIR and no new information that was not known and could not have been known at the time the Specific Plan EIR was certified has become available.

RESOLUTION NO. XX-15

A RESOLUTION OF THE CITY OF OAKLEY CITY COUNCIL MAKING FINDINGS AND APPROVING THE DAL PORTO SOUTH SUBDIVISION 9401 VESTING TENTATIVE MAP 9401 (TM 02-15) SUBDIVIDING APPROXIMATELY 183 ACRES INTO 403 RESIDENTIAL LOTS, A NEIGHBORHOOD PARK, COMMUNITY PARK, LAKE, AND OTHER IMPROVEMENTS CONSISTENT WITH PLANNING AREA 3 OF THE ADOPTED EAST CYPRESS CORRIDOR SPECIFIC PLAN. APN 032-050-003.

FINDINGS

WHEREAS, on February 26, 2015, Owen Poole of ACD-TI Oakley, LLC filed an application for approval of a Vesting Tentative Map known as Subdivision 9401 and Application Number TM 02-15 ("Project"); and

WHEREAS, an application requesting approval of a Development Agreement by and between the City of Oakley and the developer was filed in conjunction with the Vesting Tentative Map; and

WHEREAS, the application for approval of the Vesting Tentative Map proposes to subdivide approximately 183 acres into 403 single family residential lots, a neighborhood park, community park, lake, and other improvements consistent with Planning Area 3 of the approved East Cypress Corridor Specific Plan; and

WHEREAS, on March 13, 2006, the City Council adopted City Council Resolution No. 30-06, certifying the Initial Final EIR (SCH # 2004092011) and City Council Resolution No. 31-06, approving Amendments to the Oakley 2020 General Plan, approving the "SP" Land Use Designation for the East Cypress Corridor Expansion Area, adopting the East Cypress Corridor Specific Plan, and making Mitigation Findings and adopting a statement of overriding considerations, as required by the California Environmental Quality Act ("CEQA"); and

WHEREAS, in response to a Peremptory Writ of Mandate issued on August 20, 2007, regarding a challenge to the adequacy of the EIR, the City Council adopted City Council Resolution No. 111-07, rescinding City Council Resolutions 30-06 and 31-06; and

WHEREAS, the Initial Final EIR and the Final Supplemental EIR, including all appendices and documents incorporated in them by reference, together comprise the Revised Final EIR for the East Cypress Corridor Specific Plan project ("Revised Final EIR"); and

WHEREAS, the Revised Final EIR identifies potentially significant environmental impacts and related mitigation measures, shall apply to development in the Specific Plan Area; and

WHEREAS, the Revised Final EIR also identifies potentially significant environmental impacts that will remain significant despite adoption of the mitigation measures that will apply to development in the Specific Plan Area, and for which the City must adopt a statement of overriding considerations pursuant to CEQA; and

WHEREAS, the components of the Revised Final EIR are separately bound documents, incorporated herein by reference, and are available for review in the City's Planning Division. The custodian of the documents and other materials which constitute the record of proceedings for the East Cypress Corridor Specific Plan and the Revised Final EIR is the City of Oakley Community Development Director at 3231 Main Street, Oakley, California 94561; and

WHEREAS, on March 10, 2009 the City Council adopted City Council Resolution 46-09 certifying the East Cypress Corridor Specific Plan Revised Final EIR, making certain findings concerning environmental impacts and mitigation measures, adopting a mitigation monitoring program, making findings concerning alternatives, and adopting a statement of overriding consideration in connection with the East Cypress Corridor Specific Plan; and

WHEREAS, on March 24, 2009, the City Council adopted City Council Ordinance 10-09 with the second reading waived, making findings and adopting the East Cypress Corridor Specific Plan; and

WHEREAS, on July 2, 2015, the Notice of Public Hearing for the project was published in the Contra Costa Times newspaper, and 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 July 14, 2015, the City Council opened the public hearing at which it received a report from City Staff, oral and written testimony from the public, and deliberated on the project. At the conclusion of its deliberations, the City Council took a vote and adopted this resolution to approve the project, as revised by the City Council during its deliberations; and

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

WHEREAS, these Findings are based on the City's General Plan, the City's Zoning and Subdivision Ordinances, the East Cypress Corridor Specific Plan and the information submitted to the City Council at its July 14, 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 Subdivision (hereafter the "Record").

WHEREAS, the City Council hereby makes the following factual findings regarding this application:

A. The real property affected by this vesting tentative map is designated SP (Specific Plan) in the Oakley 2020 General Plan and zoned SP-1 (East Cypress Corridor Specific Plan) District; and

B. The Revised Environmental Impact Report (EIR) for the East Cypress Corridor Specific Plan (Project EIR) was certified by the City Council on March 10, 2009. The Project EIR, which is made up of the Initial EIR and Supplemental EIR, was prepared to support adoption of the East Cypress Corridor Specific Plan. The Project EIR contains a project level analysis of the development of the real property affected by this vesting tentative map also referred to as Planning Area 3 of the East Cypress Corridor Specific Plan; and

C. Pursuant to Public Resources Code Section 21166, and as further clarified by CEQA Guideline Section 15162, an addendum to the Project EIR was prepared and included as an attachment to the project Staff Report. The Addendum incorporates, by reference, the analysis contained in the certified Project EIR, and addresses only those issues specific to the project. The Addendum concludes that approval of the Project does not trigger need for a subsequent EIR under Section 21166 because development of the Project will not result in new, or substantially more adverse, significant environmental impacts than those disclosed in the Project EIR. Moreover, there is no new information of substantial importance, which was not known and could not have been known with the exercise of reasonable diligence at the time the Project EIR was certified, that shows any new, or substantially more adverse, environmental impacts than those disclosed in the Project EIR, or that shows that new, or previously identified infeasible, mitigation measures or alternatives would substantially reduce one or more significant environmental effects of the project. Accordingly, per Section 21166, the City has not required a subsequent EIR for the Project.

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 a Vesting Tentative Map (9401) to subdivide approximately 183 acres into 403 single family residential lots, a neighborhood park, community park, lake, and other improvements consistent with Planning Area 3 of the approved East Cypress Corridor Specific Plan, the City Council finds that:

1. The proposed Vesting Tentative Map, together with the provisions of its design and improvements, is consistent with the Zoning Code, adopted SP-1 District (East Cypress Corridor Specific Plan), and applicable General Plan land use designations, as approved by City Council for the

Project, in that it allows for orderly residential development in a residential area that meets the General Plan density allowance and complies with all of the applicable regulations set forth in the Project's SP-1 District;

2. The site is physically suitable for the type of development in that the proposed Vesting Tentative Map meets all of the applicable development standards in the Project's SP-1 District and is designed in a manner consistent with Planning Area 3 (PA 3) of the East Cypress Corridor Specific Plan. As conditioned, it will be served by public streets and utilities;

3. The site is physically suitable for the proposed density and number of dwelling units. The number of acres planned to be used for parks, the lake, open space, trails, the levee, and other land uses are also consistent with the numbers anticipated in the East Cypress Corridor Specific Plan;

4. The proposed Vesting Tentative Map and all identified mitigation measures have been incorporated into Project EIR Mitigation and Monitoring Plan, certified March 10, 2009, and prepared in accordance with the CEQA Guidelines;

5. The design of the subdivision and type of improvements are not likely to cause serious public health problems in that the proposed subdivision consists of 403 single family residential lots, a neighborhood park, portion of a community park, open space, trails, a 300-year storm event levee, and other improvements consistent with Planning Area 3 of the East Cypress Corridor Specific Plan. Construction and grading of the project are subject to building or grading permits, and violations of any such permits are subject to appropriate enforcement;

6. The design of the subdivision includes the construction of improvements within public right-of-way that are consistent with major subdivisions, the City's design standards and design standards approved in the East Cypress Corridor Specific Pan. The improvements consist of roads, sidewalks, curbs and gutters; and

7. The design of the subdivision and the type of improvements will not conflict with easements, acquired by the public at large, for access through or use of, property within the proposed subdivision. In this connection, the governing body may approve a map if it finds that alternate easements, for access or for use, will be provided, and that these will be substantially equivalent to ones previously acquired by the public. This subsection shall apply only to easements of record or to easements established by judgment of a court of competent jurisdiction and no authority is hereby granted to a legislative body to determine that the public at large has acquired easements for access through or use of property within the proposed subdivision. The Vesting Tentative Map

does not conflict with easements acquired by the public for access and utilities.

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

BE IT FURTHER RESOLVED THAT, on the basis of the foregoing Findings and the entire Record, the City Council take the following actions:

A. Approval of Vesting Tentative Map 9401 (TM 02-15) subdividing approximately 183 acres into 403 single family residential lots, a neighborhood park, community park, lake, and other improvements consistent with Planning Area 3 of the approved East Cypress Corridor Specific Plan.

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 Vesting Tentative Map 9401 (TM 02-15), subject to the following conditions:

A. Applicant shall comply with the requirements of the Oakley Municipal Code and the adopted East Cypress Corridor Specific Plan. Any exceptions must be stipulated in these Conditions of Approval. 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 July 14, 2015.

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

Planning Division Conditions

General:

1. This Vesting Tentative Map is approved, as shown on the plans, date stamped by the City of Oakley Planning Department on May 27, 2015, and as modified by the following conditions of approval, subject to final review and approval by the Community Development Director.

2. This approval shall be effectuated within a period of three (3) years from the effective date of this resolution by the recording of a final map and if not effectuated shall expire on July 14, 2018. Prior to said expiration date, the applicant may apply for an extension of time pursuant to the provisions of the Municipal Code. Approval of a development agreement, subject to City Council approval, may also provide an extension of time.

3. All construction drawings submitted for plan check shall be in substantial compliance with the plans presented to and approved by the City Council on July 14, 2015.

4. All conditions of approval shall be satisfied by the owner/developer. All costs associated with compliance with the conditions shall be at the owner/developer's expense.

5. Noise generating construction activities, including such things as power generators, shall be limited to the hours of 7:30 a.m. to 5:30 p.m. Monday through Friday, and shall be prohibited on City, State and Federal Holidays. The restrictions on allowed working days and times may be modified on prior written approval by the Community Development Director.

6. Should archaeological materials be uncovered during grading, trenching or other on- site excavation(s), earthwork within 30 yards of these materials shall be stopped until a professional archaeologist who is certified by the Society of Professional Archaeology (SOPA) has had an opportunity to evaluate the significance of the find and suggest appropriate mitigation(s), if deemed necessary.

7. All applicable mitigation measures addressed in the Project EIR shall be complied with and addressed as outlined in the Mitigation Monitoring Program approved by the City Council on March 10, 2009 by Resolution 46-09 and as reaffirmed by this Resolution.

8. 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).

9. The model home complex shall have a copy of the City of Oakley's General Plan Land Use Map and East Cypress Corridor Land Use Diagram posted within the sales office or included with the informational material provided to prospective home buyers.

Development Regulations:

10. All development regulations shall be subject to Section 6 of the East Cypress Corridor Specific Plan, unless otherwise specified in this resolution.

Parks, Open Space, and Trails:

11. The applicant shall work with the Community Development Department with the design, construction and completion of the parks, open space, and trails concurrent with the development of the subdivision. As part of the plan check process, the applicant shall develop a construction schedule approved by the Community Development Director to provide for the timely completion of the parks, open space, and trails concurrent with development.

12. Details of all trails, including lake edges, overlooks, and levee trails shall be submitted with the future design review application. All details shall be consistent with Section 7 of the East Cypress Corridor Specific Plan.

13. A mix of evergreen and deciduous trees as well as shrubs and ground cover shall be planted along the street frontage as specified in the East Cypress Corridor Specific Plan per the review and approval of the Community Development Director.

14. A landscaping and irrigation plan for all parks, A landscaping and irrigation plan for all front yard, right-of-way, parks, open space, and trail landscaping shall conform to the Oakley Water Efficient Landscape Ordinance and the Guidelines for Implementation of the City of Oakley Water Efficient Landscape Ordinance 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.

15. California native drought tolerant plants shall be used as much as possible. All trees shall be a mix of fifteen-gallon and 24" box; all shrubs shall be a minimum five-gallon size, except as otherwise noted.

16. 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.

17. Each residential lot shall have a minimum of two trees along the street frontage, with the exception of corner lots, which shall have four, per the review and approval of the Community Development Department. The Community Development Department may allow for a reduction of frontage trees on any given lot line where constraints may occur that limit the number of installed trees.

18. The applicant shall maintain all private landscaping until occupancy.

19. A street tree plan, including species and sizes shall be submitted for review prior to issuance of Building Permits, or with the future design review application. The street trees shall be inter-mixed throughout the subdivision so there are a variety of trees on every street, per review of the Community Development Department.

Fences and Walls:

20. Within the subdivision good neighbor fences shall be constructed as detailed in Appendix B of the East Cypress Corridor Specific Plan.

21. Sound walls and community accent walls be submitted with the future design review application.

22. Sound walls shall attenuate, not just deflect sound. The use of sound absorbing material should be used for the construction of sound walls per the review and approval of the Community Development Director.

23. Anti-graffiti techniques shall be used on sound walls, per the review of the Community Development Director.

Subdivision Design:

24. The community and neighborhood entries, arrival elevations and plans, and neighborhood icons, and park entries shall be detailed and submitted with the future design review application. All details shall be consistent with Section 7 of the East Cypress Corridor Specific Plan.

25. Driveway openings shall be a maximum 18' in width or up to 25% of a lot's frontage (except on cul de sacs), whichever is greater.

26. The street names shall be approved by the Community Development Department and the East Contra Costa Fire District.

Subdivision Disclosures:

27. 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.

28. 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.

Design Review:

29. The future design review application shall include details of all home designs, and any landscaping in parks, on trails, rights of way, open spaces, and other common areas. All design elements shall be analyzed for consistency with the East Cypress Corridor Specific Plan. For elements not covered in the East Cypress Corridor Specific Plan, the Oakley Residential Design Guidelines shall be used.

Energy Efficiency:

30. Water heaters shall provide an energy efficiency factor of 0.62 or better.

31. Dual zone air conditioning shall be provided on all two-story residential units.

32. Air conditioning condenser units shall be located to take advantage of natural shade. Condensers should not be placed on the west or south elevation of a home, unless shade is provided. The location of the condenser shall be added to all plot plans for review and approval of the Community Development Director.

33. Design and site units so as to take advantage of natural heating and cooling, sun and wind exposure, and solar energy opportunities.

Waste Management Plan:

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

Building Division Conditions

35. Plans shall meet the currently adopted Uniform Codes as well as the newest T-24 Energy requirements from the State of California Energy Commission. To confirm the most recent adopted codes please contact the Building Division at (925) 625-7005.

36. An Automatic Life Safety Sprinkler System shall be required in all new construction pursuant to Ordinance 22-06. The automatic Life Safety Sprinkler Systems in commercial and industrial buildings shall be designed and installed to

the standards and requirements found in the most recent version of the NFPA (National Fire Protection Association). Automatic Life Safety Sprinkler Systems in hotels and apartments shall be installed to the standards and requirements found in the most recent version of the NFPA Standard 13R. After July 1, 2011, the Automatic Life Safety Sprinkler Systems in one and two family dwellings, and townhouses not more than three stories above grade plane, shall be designed and installed to the standards and requirements found in the 2010 California Residential Code section R313.

37. Prior to requesting a Certificate of Occupancy from the Building Division, all Conditions of Approval required for occupancy must be completed. When the Public Works Division and the Planning Division place Conditions of Approval on the project, those divisions will sign off on the project prior to the request for a Building division final inspection. Similarly, if the Health Department and/or Fire Department reviewed and approved the original plans, those departments must sign off on the project prior to the request for a final inspection by the Building Division.

Public Works and Engineering Conditions

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

General:

38. 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.

39. Submit a final map prepared by a licensed land surveyor or qualified registered civil engineer to the City Engineer and pay appropriate fees in accordance with the Code and these conditions of approval. Final Maps may be phased for separate neighborhoods and on- or off-site improvements may be phased as applicable to match the development allowed by each Final Map at the discretion of the City Engineer.

40. 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. The Grading Plan may be phased to coincide with on- or off-site improvements as applicable, at the discretion of the City Engineer. Grading

permits may be issued prior approval of improvement plans, at the discretion of the City Engineer.

41. Submit landscaping plans for publicly maintained landscaping by phased neighborhoods, including planting and irrigation details, as prepared by a licensed landscape architect to the City Engineer for review and pay appropriate processing costs in accordance with the Code and these conditions of approval.

42. Execute any agreements required by the Stormwater Control Plan which pertain to any temporary easements, 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 or within each phase as applicable.

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

44. The street connection to East Cypress Road shall be designed and constructed to the satisfaction of the City Engineer as part of the first phase of work on the project site.

Levees:

45. The levee system design and construction will need to be coordinated between two or more subdivision projects within the East Cypress Corridor Specific Plan (ECCSP) area as needed to provide adequate flood protection and to the satisfaction of the City Engineer.

Roadway Improvements:

46. Construct the project streets to conform to the ECCSP design guidelines and as shown on the Tentative Map with the following exceptions:

    A. The minimum street grade may be lowered from the standard 1% to 0.75% provided that the project proponent demonstrates that the City's drainage standards can be achieved.

    B. Submit a turning radius exhibit to the City Engineer for review and approval to illustrate that the ninety-degree turns of project streets can accommodate the largest expected vehicle to use the streets without the inclusion of City standard elbows. If the exhibit illustrates that elbows are necessary to accommodate the expected traffic then they shall be included in the improvement plans.

47. Install traffic calming measures consistent with the City's Neighborhood Traffic Management Program and Section 5.1.3 of the ECCSP. The traffic calming

measures shall be included on the improvement plans and are subject to the review and approval of the City Engineer.

48. Install traffic control devices such as stop signs and other signing and striping on the project streets to the satisfaction of the City Engineer.

49. Install standard street barricades at the terminus of all streets that will be extended by future developments. The barricades shall include a sign notifying residents that the streets are planned to be extended in the future, and a deed notification shall be recorded for Lots 102, 103 and 127 advising those owners of the possibility for future extension.

50. Design all public and private pedestrian facilities in accordance with Title 24 (Handicap Access) and the Americans with Disabilities Act.

51. Submit a phasing plan for roadway and infrastructure improvements to the City Engineer for approval if the project is being phased. The plan shall include provisions for emergency vehicle access, temporary turn-around facilities, and access to the occupied lots.

52. In addition to the East Cypress Road street connection, at least one additional street connection between project streets and other off-site public streets shall be provided during the first phase if feasible as determined by the City Engineer. The project streets shall also be interconnected so that there are always at least two routes available to enter or leave any part of the project. Off-site street connections shall be paved and interim streets shall be sufficiently wide to provide at least two lanes.

Road Dedications:

53. Convey to the City, by Offer of Dedication, the right of way for the project streets.

54. Relinquish abutter's rights of access along all non-primary frontages to the satisfaction of the City Engineer.

55. 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:

56. Install streetlights along all project streets. The City Engineer shall determine the final number and location of the lights and the lights shall be on an LS2-A rate service. The project streets shall be LED decorative per City standards.

Grading:

57. 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.

58. 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.

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

60. Grade all pads so that they drain directly to the public street at a minimum of one percent without the use of private drainage systems through rear and side yards.

61. 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.

62. 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 areas, 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.

63. 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.

64. 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.

65. Submit a Letter of Map Revision application or the appropriate application to FEMA to remove the building pads that are currently within the Special Flood Hazard Area Zone AE from the flood zone. FEMA must issue no less than a Conditional Letter of Map Revision prior to the City issuing building permits for the lots affected by the Zone AE designation. The applicant should be aware of the requirements of the Federal Flood Insurance Program and the City Floodplain Management Ordinance as they pertain to future construction of any structures on this property.

66. Grade all pad elevations or install levees to satisfy Chapter 914-10 of the City's Municipal Code, including the degree of protection provisions.

67. The burying of any construction debris is prohibited on construction sites.

Utilities/Undergrounding:

68. Underground all new and existing utility distribution facilities. The developer shall provide joint trench composite plans for the underground electrical, gas, telephone, cable television and communication conduits and cables including the size, location and details of all trenches, locations of building utility service stubs and meters and placements or arrangements of junction structures as a part of the Improvement Plan submittals for the project. The composite drawings and/or utility improvement plans shall be signed by a licensed civil engineer.

69. 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.

70. Above ground utility boxes shall be camouflaged per the review and approval of the City Engineer.

Drainage Improvements:

71. 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.

72. Submit a final hydrology and hydraulic report including 10-year and 100-year frequency event calculations for the proposed drainage system and stormwater pond to the City Engineer for review and approval.

73. Design and construct all storm drainage facilities in compliance with the Municipal Code and City design standards.

74. Prevent storm drainage from draining across the sidewalk(s) and driveway(s) in a concentrated manner.

75. Dedicate a public drainage easement over the drainage system that conveys storm water run-off from public streets.

76. Submit a long-term operational and maintenance plan for the stormwater pond and pump stations to the City Engineer for review. The plan must include a level of effort estimate for staffing and maintenance requirements as well as an operational and life cycle budget analysis.

Landscaping in the Public Right of Way:

77. Install public right of way landscaping along Project Collector Roads. The applicant shall work with the Community Development Department and the City Engineer for the design, construction and completion of the public landscaping concurrent with the phased development of the subdivision. As part of the plan check process for the landscaping, the applicant shall develop a construction schedule approved by the Community Development Director to provide for the timely completion of the landscaping concurrent with development. Public landscape phasing shall be generally performed in tandem with adjacent subdivision improvements. Public right of way landscaping along the project streets shall be installed prior to occupancy of homes adjacent to that street or as directed by the City Engineer. Public landscaping shall conform to the Design Guidelines in the ECCSP.

78. 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):

79. 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:

80. Comply with the requirements of the development impact fees listed below, in addition to those noticed by the City Council in Resolution 00-85 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. Public Facilities Fee (authorized by Ordinance No. 05-00, adopted by Resolution No. 18-03);

    D. Payment of East Contra Costa County Habitat Conservation Plan Fees (adopted by Resolution No. 112-07 & 124-07) in compliance with the "East Cypress HCP/NCCP Memorandum of Agreement" by and between the "Developers", including Bethel Island, LLC and the "Wildlife Agencies," as defined in the MOA.

    E. Payment of fees in compliance with the "Agreement Between Contra Costa County and the City of Oakley Relating to Transition of Municipal Services, Collection of Fees and Maintenance of Infrastructure Upon Annexation of the East Cypress Corridor Specific Plan Area."

    F. Payment of fees as agreed to in the "East Cypress Corridor Memorandum of Agreement" entered into on November 7, 2005 by and between Contra Costa Water District, Shea Homes Limited Partnership, D.R. Horton, Inc., KB Home South Bay, Inc. and Bethel Island LLC.

    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.

81. 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.

82. 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. The City Engineer may require annexation into a different assessment district in lieu of the Lighting and Landscape District when the time comes. All costs of annexation shall be paid by Applicant.

83. 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. The City Engineer may require annexation into a different assessment district in lieu of the Lighting and Landscape District when the time comes. All costs of annexation shall be paid by Applicant.

84. 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. The City Engineer may require annexation into a different assessment district in lieu of the Lighting and Landscape District when the time comes. All costs of annexation shall be paid by Applicant.

85. 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.

86. Participate in the formation of a mechanism to fund the operation and maintenance of the storm drain system, including storm water quality monitoring and reporting, stormwater ponds and any proposed pump stations, as well as any levees proposed to be maintained by the City. The appropriate funding mechanism shall be determined by the City and may include, but not be limited to, an assessment district, community services district, or community facilities district. The funding mechanism shall be formed prior to filing of any final or parcel map, and the project proponent shall fund all costs of the formation.

87. Participate in the assessment district to fund parks, including any off-site parks that will serve this development.

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. The applicant shall comply with the requirements of Reclamation District 799.

G. Comply with the requirements of the Building Inspection Division. Building permits are required prior to the construction of most structures.

H. 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.

I. 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.

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

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

PASSED AND ADOPTED by the City Council of the City of Oakley at a meeting held on the 14th of July, 2015 by the following vote:

AYES:

NOES:

ABSENT:

ABSTENTIONS:

APPROVED:

_____
Doug Hardcastle, Mayor

ATTEST:

_____ _____
Libby Vreonis, City Clerk Date

ORDINANCE NO. XX-15

AN ORDINANCE OF THE CITY OF OAKLEY CITY COUNCIL APPROVING A DEVELOPMENT AGREEMENT BETWEEN THE CITY OF OAKLEY AND ACD-TI OAKLEY, LLC RELATING TO THE PROJECT KNOWN AS "DAL PORTO SOUTH, PLANNING AREA 3" PART OF THE EAST CYPRESS CORRIDOR SPECIFIC PLAN

RECITALS

WHEREAS, the City has enacted a Development Agreement Ordinance, Title 9, Chapter 3 of the Municipal Code establishing the procedures and requirements for the consideration of development agreements pursuant to California Government Code Section 65864 et seq.; and

WHEREAS, on February 26, 2015, Owen Poole of ACD-TI Oakley, LLC ("Applicant") submitted a request for approval of a development agreement for the property referred to as Dal Porto South and occupying "Planning Area 3" of the East Cypress Corridor Specific Plan ("Project") 032-050-003; and

WHEREAS, on July 14, 2015, the City Council adopted Resolution __-__, approving a vesting tentative map for Dal Porto South Subdivision 9401 (TM 02-15); and

WHEREAS, the East Cypress Corridor Specific Plan Revised Final EIR identifies potentially significant environmental impacts and related mitigation measures, which mitigation measures shall apply to development in the Specific Plan Area; and

WHEREAS, the Revised Final EIR also identifies potentially significant environmental impacts that will remain significant despite adoption of the mitigation measures that will apply to development in the Specific Plan Area, and for which the City adopted a statement of overriding considerations pursuant to CEQA; and

WHEREAS, the components of the Revised Final EIR are separately bound documents, incorporated herein by reference, and are available for review in the City's Planning Division. The custodian of the documents and other materials which constitute the record of proceedings for the East Cypress Corridor Specific Plan and the Revised Final EIR is the City of Oakley Community Development Director at 3231 Main Street, Oakley, California 94561; and

WHEREAS, on March 10, 2009 the City Council adopted City Council Resolution 46-09 certifying the East Cypress Corridor Specific Plan Revised Final EIR, making certain findings concerning environmental impacts and mitigation measures, adopting a mitigation monitoring program, making findings concerning alternatives, and adopting a statement of overriding considerations in connection with the East Cypress Corridor Specific Plan; and

WHEREAS, on March 24, 2009, the City Council adopted City Council Ordinance 10-09 with the second reading waived, making findings and adopting the East Cypress Corridor Specific Plan; and

WHEREAS, on July 14, 2015, the City Council held a properly noticed public hearing at which it considered the Project's Development Agreement, Staff's Report, Oakley 2020 General Plan, the City's Zoning and Subdivision Ordinances, the East Cypress Corridor Specific Plan, the Revised EIR, and all comments received in writing and all testimony received at the public hearing (together the "Record"); and

WHEREAS, development of the Project in accordance with the Development Agreement will be consistent with the approved Vesting Tentative Map for the project and will provide for orderly growth consistent with the goals, policies, and other provisions of the General Plan; and

WHEREAS, in exchange for the foregoing benefits to the City, the Development Agreement vests Developer's right to develop the Project as approved by the City Council, subject to the terms and conditions contained in the Development Agreement and the conditions of approval for the Vesting Tentative Map and other discretionary approvals for the Project. The Development Agreement is intended to grant Developer a vested right to develop the project as provided therein, and to provide the City with certain binding assurances with respect to the nature, scope and timing of such development and related public improvements; and

WHEREAS, for those reasons, the City has determined that the project is a development for which the Development Agreement is appropriate in order to achieve the goals and objectives of the City's land use planning policies; and

WHEREAS, on the basis of (a) the foregoing Recitals, (b) the City of Oakley 2020 General Plan, (c) the Revised EIR, and (d) the specific conclusions set forth below, as supported by substantial evidence in the Record.

The City Council of the City of Oakley does ordain as follows:

SECTION 1. Findings

Pursuant to Chapter 9.3 of the Oakley Municipal Code, the City Council of the City of Oakley hereby finds and determines as follows:

A. Regarding the application requesting approval of a Development Agreement between the City of Oakley and ACD-TI Oakley, LLC for the property known as "Dal Porto South" and Planning Area 3 of the East Cypress Corridor Specific Plan:

   1. The Project is consistent with the objectives, policies, general land uses and programs specified in the General Plan and the East Cypress Corridor Specific

Plan. The Project will consist of 403 residential lots, a neighborhood park, community park, lake, and a 300-year storm event levee, and other improvements consistent with Planning Area 3 of the adopted East Cypress Corridor Specific Plan. The Project is consistent with Policies 2.2.1 through 2.2.6 and other residential development policies in the Oakley 2020 General Plan: it is a predominantly residential master-planned development; the scale and appearance of the proposed structures will be compatible with the existing character of the City; it will not introduce incompatible uses into existing residential areas; it will reasonably avoid disruptive traffic; and it will pay its fair share for necessary public services and infrastructure;

2. The Project is compatible with the uses authorized in, and the regulations prescribed for, the land use district in which the real property is located in that the project is designed in substantial compliance with the conceptual development plan approved in the East Cypress Corridor Specific Plan, and has received an entitlement for a vesting tentative map;

3. The Project is in conformity with public convenience, general welfare and good land use practice. The Revised East Cypress Corridor Specific Plan EIR, certified March 10, 2009 by Resolution No. 46-09, identified and provided mitigation measures for significant environmental impacts associated with development of the East Cypress Corridor Specific Plan. The Development Agreement authorizes development consistent with the East Cypress Corridor Specific Plan and approved vesting tentative map;

4. For the reasons set forth in Finding 3, the Project will not be detrimental to the health, safety and general welfare; and

5. The Project will not adversely affect the orderly development of property. The Project will actually enhance the orderly development of property by assuring that improvements to the Property within the East Cypress Corridor Specific Plan Area are consistent with the General Plan and development as approved in the East Cypress Corridor Specific Plan.

SECTION 2. Approval of the Amendment to the Development Agreement

The City Council hereby approves the Development Agreement (Exhibit "A") and authorizes and directs the Mayor to sign it.

SECTION 3. Recordation of Development Agreement

Within ten (10) days after the Mayor executes the Development Agreement, the City Clerk shall submit the Agreement to the County Recorder for recordation.

SECTION 4. Effective Date and Posting

This ordinance shall take effect and be in force thirty (30) days from and after the date of its passage. The City Clerk shall cause the ordinance to be published within fifteen (15) days after its passage in a newspaper of general circulation, or by publishing a summary of the proposed ordinance, posting a certified copy of the proposed ordinance in the City Clerk's Office at least five (5) days prior to the City Council meeting at which the ordinance is to be adopted, and within fifteen (15) days after its adoption, publishing a summary of the ordinance with the names of the Council Members voting for and against the ordinance.

The foregoing ordinance was adopted with the reading waived at a regular meeting of the Oakley City Council on _____, 2015 by the following vote:

AYES:

NOES:

ABSTENTIONS:

ABSENT:

APPROVED:

_____
Doug Hardcastle, Mayor

ATTEST:

_____
Libby Vreonis, City Clerk Date