

OAKLEY



CALIFORNIA

Agenda Date: 08/08/2017

Agenda Item: 3.10

STAFF REPORT

Date: Tuesday, August 8, 2017

To: Bryan H. Montgomery, City Manager

From: Kevin Rohani, P.E. Public Works Director/City Engineer

Subject: Approval of Subdivision Improvement Agreement and Final Map for Subdivision 9044 Aspen Place (South side of Laurel Road, between Rose Avenue and Cloverbrook Avenue)

Approved and Forwarded to City Council:


Bryan H. Montgomery, City Manager

Background and Analysis

On March 12, 2007 the City Council adopted Resolution 30-07 conditionally approving the tentative map for Subdivision 9044, a 20-lot residential subdivision located on the south side of Laurel Road between Rose Avenue and Cloverbrook Avenue.

Baywood Land Management, LLC, a California Limited Liability Company has now requested approval by the City Council for the final map for Subdivision 9044 Aspen Place.

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

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

Fiscal Impact

There is no fiscal impact associated with this action.

Staff Recommendation

Staff recommends that the City Council adopt the Resolutions authorizing the City Manager to execute the Subdivision Improvement Agreement and approving the Final Map for Subdivision 9044 Aspen Place.

Attachments

- 1) City Council Resolution 30-07
- 2) Subdivision Improvement Agreement (SIA)
- 3) Resolution for SIA
- 4) Resolution Approving the Final Map titled Subdivision 9044 Aspen Place
- 5) Reduction of Subdivision 9044 Aspen Place Final Map

CITY COUNCIL

RESOLUTION NO. 30-07

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OAKLEY MAKING FINDINGS APPROVING SUBDIVISION 9044, INCLUDING A VESTING TENTATIVE MAP, DESIGN REVIEW AND CONDITIONAL USE PERMIT, AND ADOPTION OF A MITIGATED NEGATIVE DECLARATION RELATED THERETO. (ASPEN PLACE RESIDENTIAL SUBDIVISION 9044)

FINDINGS

WHEREAS, on September 30, 2005, Discovery Builders, Inc. (herein referred to as "applicant"), filed an application to rezone and subdivide approximately 4.78-acres of land, located on the south side of Laurel Road and west of Rose Avenue, for construction of 20 single-family residential lots (the "project"). On June 29, 2006 and July 17, 2006 the applicant filed applications for design review of the proposed home designs and a conditional use permit for construction of a seven-foot high wall, respectively. APN: 034-290-097. The project application includes requests for approval of the following:

1. Rezoning the property from A-2 (General Agricultural) District to P-1 (Planned Unit Development) District for single family residential development; and
2. Vesting Tentative Map 9044, which subdivides the 4.78-acre parcel into 20 single-family lots with related improvements; and
3. Design Review of the proposed home designs and conceptual landscaping; and
4. A Conditional Use Permit for construction of a seven-foot high wall along Laurel Road; and

WHEREAS, the project site is designated Single-Family High (SH) in the Oakley 2020 General Plan. The proposed gross density of the project (4.2 dwelling units/acre (du/ac)) is consistent with the applicable General Plan designation of SH (3.8 – 5.5 du/ac); and

WHEREAS, the City prepared a Mitigated Negative Declaration dated November 16, 2006, which reflected the independent judgment of the City as to the potential environmental effects of the project. The Notice of Intent was filed with the County Clerk and State Clearinghouse and mailed to all interested parties for public comment on November 21, 2006 for the minimum 30-day public review period; and

WHEREAS, on February 5, 2007, the Planning Commission held a properly noticed public hearing at which it received a report from City staff, oral and written testimony from the applicant and the public, and deliberated on the applications. At the conclusion of its deliberations, the Commission took a vote and expressed its opinion that the applications should be approved, subject to the conditions recommended by staff and as revised by the Commission during its deliberations; and

WHEREAS, the Notice of Public Hearing for the City Council public hearing was mailed out to all owners of property within 300 feet of the project site on March 2, 2007. The Notice of Public Hearing was also posted at the project site, Oakley City Hall, Freedom High School, and at 204 2nd Street (City Annex); and

WHEREAS, on March 12, 2007, the City Council held a properly noticed public hearing at which it received a report from City staff, oral and written testimony from the applicant and the public, and deliberated on the applications. At the conclusion of its deliberations, the Council took a vote and approved the applications, subject to conditions; and

WHEREAS, these Findings are based on the City's General Plan, the City's Zoning and Subdivision Ordinances, the Residential Design Guidelines and the information submitted to the City Council at its March 12, 2007 meeting, both written and oral, including oral information provided by the applicant, as reflected in the minutes of such meeting, together with the documents contained in the file for the project (hereafter the "Record").

NOW, THEREFORE, on the basis of the above findings of fact and the entire Record, the City Council makes the following additional findings in support of the recommended approvals:

1. The Mitigated Negative Declaration has been prepared and made available for public comment, pursuant to the California Environmental Quality Act (CEQA) Guidelines, and mitigation measures contained therein will reduce all potentially significant impacts of the project to a less than significant level. The Planning Commission recommends to the City Council adoption of the Mitigated Negative Declaration as prepared by the City.
2. In regards to the application requesting approval of the Vesting Tentative Map for Subdivision 9044:
 - a. The proposed subdivision, together with the provisions of its layout and improvements, is consistent with General Plan in that the General Plan designation on the property is SH (Single Family High Density) and the proposed use for this property of single family residential at a density of 4.2 dwelling units per acre falls within the allowable density range of the SH designation (3.8 – 5.5 du/ac).

special height requirements to mitigate the noise impacts.

4. The project complies with Measure C Growth Management requirements.

BE IT FURTHER RESOLVED THAT, on the basis of the foregoing Findings and the entire Record, the City Council adopts the Mitigated Negative Declaration, and approves the Vesting Tentative Map 9044, Design Review of the proposed homes, and the Conditional Use Permit for installation of a seven-foot high wall, subject to the following mitigation measures and conditions of approval:

A. CONDITIONS OF APPROVAL

1. This Vesting Tentative Map 9044 (Subdivision), Design Review, and Conditional Use Permit are approved, as shown on the plans date stamped February 20, 2007 and other attachments, and as modified by the following conditions of approval, subject to final review and approval by the Community Development Director.
2. This Subdivision approval shall be effectuated within a period of three (3) years from the effective date of City Council approval of the Vesting Tentative Map, and if not effectuated shall expire on a date three years from the effective date of City Council approval of the Vesting Tentative Map. Prior to said expiration date, the applicant may apply for an extension of time, provided, however, this approval shall be extended for no more than a total of three years from the original expiration date.
3. All conditions of approval and mitigation measures shall be satisfied by the owner/developer. All costs associated with compliance with the conditions shall be at the owner/developer's expense.

Mitigation Measures

4. In conjunction with development of the proposed project, the developer shall shield all on-site lighting so that the light is directed within the project site and does not illuminate adjacent properties. In addition, the project applicant shall submit a detailed lighting plan, showing the locations and design of shielded light fixtures, for the review and approval of the Community Development Department, the Police Department, and the Engineering Department in conjunction with the approval of improvement plans. (Mitigation Measure I-1).
5. The following mitigation measures as identified in the BAAQMD CEQA Guidelines shall be implemented during construction per the review and approval of the Engineering Department (Mitigation Measure III-2):
 - Water all active construction areas at least twice daily;
 - Cover all trucks hauling soil, sand and other loose materials or require all trucks to maintain at least two feet of freeboard;

- Pave, apply water three times daily, or apply (non-toxic) soil stabilizers on all unpaved access roads, parking areas and staging areas at construction sites;
 - Sweep daily (with water sweepers) all paved access roads, parking areas and staging areas at construction sites;
 - Sweep streets daily (with water sweepers) if visible soil material is carried onto adjacent public streets;
 - Hydroseed or apply (non-toxic) soil stabilizers to inactive construction areas (previously graded areas inactive for ten days or more);
 - Enclose, cover, water twice daily or apply (non-toxic) soil binders to exposed stockpiles (dirt, sand, etc.);
 - Limit traffic speeds on unpaved roads to 15 mph;
 - Install sandbags or other erosion control measures to prevent silt runoff to public roadways; and
 - Replant vegetation in disturbed area as quickly as possible.
6. Prior to the issuance of grading permit, the project developer shall submit to California Department of Fish and Game (CDFG) and the Community Development Department a pre-construction survey of the project site for burrowing owl performed in accordance with CDFG standards. A qualified biologist shall conduct the survey not more than 30 days prior to the application for a grading permit. In addition, if ground-disturbing activities are delayed or suspended for more than 30 days after the pre-construction survey, the site shall be re-surveyed (Mitigation Measure IV-3).
7. If burrowing owls are not discovered, further mitigation is not required. If burrowing owls are observed during the pre-construction surveys, the applicant shall perform the following measures to limit the impact on the burrowing owls:
- A fenced 300-foot buffer shall be created between the nesting site(s) (that is, the active burrow[s]) and any earth-moving activity or other disturbance. This 300-foot buffer could be removed once a qualified biologist determines that the young have fledged. Typically, the young fledge by August 31; however, this date may be earlier or later than August 31 and would have to be determined by a qualified raptor biologist.
 - After the burrowing owls are finished nesting on the project site, and after CDFG approves a mitigation plan, any remaining burrowing owls that are residents on the project site shall be passively relocated by a qualified biologist in accordance with CDFG's policies for passive removal. Any permit required to passively remove burrowing owls must be obtained from CDFG prior to the passive removal of resident owls from the project site. Verification of compliance with this measure shall be submitted to the Community Development Department.

8. A pre-construction survey shall be conducted within 48 hours prior to the beginning of construction activities by a qualified biologist to be approved by the City of Oakley Community Development Department in order to identify silvery legless lizard presence on the project site.

If silvery legless lizards are not found to occur in the project area, further mitigation is not required. However, if silvery legless lizards are determined to occur in the project area, a mitigation plan for silvery legless lizard shall be prepared with technical assistance from CDFG and USFWS. At a minimum, the mitigation plan shall include measures that either avoid occupied habitat or mitigate loss of habitat through off-site acquisition and preservation with a minimum 1:1 ratio. A biological monitor shall be present in the project area during construction activities within the silvery legless lizard habitat, the area near the existing residence, to prevent harm to individual lizards.

Prior to construction, a worker environmental awareness training class shall be conducted by a qualified biologist in the recognition of the silvery legless lizard, and their habitat. If a silvery legless lizard is observed on the site, work shall cease in the area until the lizard can be moved to a safe location consistent with CDFG and USFWS regulations (Mitigation Measure IV-4).

9. Prior to Improvement Plan approval, the Applicant/Developer shall show on the plans for review and approval of the Community Development Department (via notation), that if historic and/or cultural resources, or human remains are encountered during site grading or other site work, all such work shall be halted immediately within the area of discovery and the Applicant/Developer shall immediately notify the Community Development Department of the discovery. In such case, the Applicant/Developer shall be required, at their expense, to retain the services of a qualified archaeologist for the purpose of recording, protecting, or curating the discovery as appropriate. The archaeologist shall be required to submit to the Community Development Department for review and approval a report of the findings and method of curation or protection of the resources. Further grading or site work within the area of discovery shall not be allowed until the proceeding steps have been taken (Mitigation Measure V-5)
10. Pursuant to State Health and Safety Code §7050.5 (c) State Public Resources Code §5097.98, if human bone or bone of unknown origin is found during construction, all work shall stop in the vicinity of the find and the Sacramento County Coroner shall be contacted immediately. If the remains are determined to be Native American, the coroner shall notify the Native American Heritage Commission who shall notify the person believed to be the most likely descendant. The most likely descendant shall work with the contractor to develop a program for re-internment of

the human remains and any associated artifacts. No additional work is to take place within the immediate vicinity of the find until the identified appropriate actions have been implemented (Mitigation Measure V-6).

11. All grading and foundation plans for the development designed by the project Civil and Structural Engineer must be reviewed and approved by the City Engineer prior to issuance of grading and building permits to ensure that all geotechnical recommendations specified in the geotechnical report are properly incorporated and utilized in design (Mitigation Measures VI-7 and VI-8).
12. Prior to issuance of grading permits, the project applicant shall submit, for the review and approval of the City Engineer, an erosion control plan that utilizes standard construction practices to limit the erosion effects during construction of the proposed project. Measures could include, but are not limited to (Mitigation Measure VI-9):
 - Hydro-seeding;
 - Placement of erosion control measures within drainageways and ahead of drop inlets;
 - The temporary lining (during construction activities) of drop inlets with "filter fabric" (a specific type of geotextile fabric);
 - The placement of straw wattles along slope contours;
 - Directing subcontractors to a single designated "wash-out" location (as opposed to allowing them to wash-out in any location they desire);
 - The use of siltation fences; and
 - The use of sediment basins and dust palliatives.
13. Prior to issuance of demolition permits for any on-site structures, the project proponent shall provide a site assessment, which determines whether any structures to be demolished contain asbestos and/or lead paint.

If any structures contain asbestos, the demolition permit application shall include an asbestos abatement plan consistent with local, state, and federal standards, subject to the City Building Official approval.

If lead-based paint is found, all loose and peeling paint shall be removed and disposed of by a licensed and certified lead paint removal contractor, in accordance with local, state, and federal regulations. The demolition contractor shall be informed that all paint on the buildings shall be considered as containing lead. The contractor shall take appropriate precautions to protect his/her workers, the surrounding community, and to dispose of construction waste containing lead paint in accordance with local, state, and federal regulations subject to the City Building Official

approval (Mitigation Measure VII-10).

14. Prior to issuance of demolition permits for any on-site structures, should an improperly abandoned well be discovered within the pump house during the site assessment required in Mitigation Measure VII-10, the project applicant shall obtain a well abandonment permit from the Contra Costa County Environmental Health Department, and contract a licensed contractor to properly abandon the well per state and local regulations for the approval of the City Engineer (Mitigation Measure VII-11).
15. Prior to Improvement Plan approval, the developer shall develop, in compliance with State C.3 Standards, a Stormwater Management Plan. The Plan shall serve as the framework for identification, assignment, and implementation of BMPs. The developer shall implement BMPs referred to as Performance Standards in the Plan, to reduce pollutants in stormwater discharges to the maximum extent practicable. Following implementation of the Plan, the developer shall subsequently demonstrate the Plan's effectiveness and provide for necessary and appropriate revisions, modifications, and improvements to reduce pollutants in stormwater discharges to the maximum extent practicable. The Plan shall be submitted to the City Engineer for review and approval (Mitigation Measure VIII-12).
16. Prior to the issuance of grading permit, the developer shall obtain and comply with the NPDES general construction permit including the submittal of a Notice of Intent (NOI) and associated fee to the SWRCB, and the preparation of a Storm Water Pollution Prevention Plan (SWPPP) that includes construction BMPs, consistent with the Stormwater Control Plan, to be submitted to the City Engineer for review (Mitigation Measures VIII-13 and XVI-28).
17. Design of drainage facilities shall meet with the approval of both the City Engineer and the Contra Costa County Flood Control and Water Conservation District prior to the issuance of grading permits (Mitigation Measures VIII-14 and XVI-28).
18. Contra Costa County Flood Control and Water Conservation District Drainage fees for the Drainage Area shall be paid by the project applicant prior to building permit issuance (Mitigation Measure VIII-15).
19. Prior to submittal of Improvement Plans, the plans shall show the construction of a 7-foot wall or a 1-foot berm and 6-foot wall combination along the northern border of lots 1 through 5 as required in the Environmental Noise Assessment prepared for the project, for the review and approval of the City Engineer. The soundwall shall be constructed airtight over the wall face and at the base where the wall meets the ground. The minimum surface weight shall be at least 3 pounds per

square foot and shall match the existing sound wall to the west of the project site (Mitigation Measure XI-16).

20. Project-specific acoustical analyses shall be conducted during final detailed design of the project when building elevations and floor plans are available in order to determine how interior noise levels can be reduced to 45 dBA L_{dn} or lower. The future noise environment at the project site shall require sound-rated construction methods and the provision of forced-air mechanical ventilation so that windows could be kept closed at the occupants' discretion to control noise. Noise insulation features include sound-rated windows, sound-rated doors, and careful attention to exterior wall detailing (including caulking and possible sound insulating upgrades such as resilient channels, or stucco exterior siding). The final detailed design of noise insulation features necessary to maintain interior noise levels at acceptable levels shall be completed at the time that the final plans are available and prior to the issuance of a building permit for the approval of the City Engineer (Mitigation Measure XI-17).
21. Construction activities shall be restricted to the hours of 7:30 am to 5:30 pm Monday through Friday. Construction shall be prohibited on Saturday, Sundays and City holidays. Exceptions to allow expanded construction activities shall be reviewed on a case-by-case basis as determined by the City Building Official (Mitigation Measure XI-18).
22. All construction equipment shall use properly operating mufflers, and combustion equipment such as pumps or generators shall not be allowed to operate within 500 feet of any occupied residence during construction hours, without first surrounding the equipment by a noise protection barrier, as approved by the City Building Official (Mitigation Measure XI-19).
23. Prior to the issuance of any building permits, the project proponent shall pay fair share of costs for new fire protection facilities and services, for the approval of the Community Development Department (Mitigation Measure XIII-20).
24. Prior to the issuance of building permits, the applicant shall participate in the provision of funding to maintain police services through a special police services tax, similar to conditions placed on recent City subdivision approval, for the approval of the Community Development Department (Mitigation Measure XIII-21).
25. Prior to issuance of any building permits, the project proponent shall pay the appropriate statutory fees to the two existing school districts, per the approval of the Community Development Department (Mitigation Measures XIII-22 and XIV-24).

26. Prior to the recordation of final maps, the applicant/developer shall be required to pay the appropriate Quimby Act fees and/or dedicate the necessary park and trail acreage, for the approval of the Community Development Department (Mitigation Measure XIII-23).
27. Prior to the issuance of building permits, the applicant shall pay the project's fair share toward the Oakley CIP, for the improvement of Laurel Road, as determined by the City Engineer (Mitigation Measure XV-25).
28. Prior to the issuance of building permits, the applicant shall pay the project's fair share towards wastewater impact fees and applicable financing mechanisms, as determined by the City Engineer (Mitigation Measure XVI-26).
29. Prior to the issuance of building permits, the applicant shall pay the project's fair share toward applicable financing mechanisms for WTP and other water supply infrastructure expansion, as determined by the City Engineer, including but not limited to the Oakley CIP (Mitigation Measure XVI-27).

Development Standards

30. The plot plans submitted for the subdivision shall be consistent with the Planned Unit Development plan submitted with the Vesting Tentative Map date stamped February 20, 2007, the City's Residential Design Guidelines, and with the development standards in the following table:

Development Standard	P-1 District
Min. Lot Area (sq. ft.)	Per PUD plan
Min. Lot Width (ft.)	Per PUD Plan
Min. Lot Depth (ft.)	Per PUD Plan
Min. Front Yard (ft.)	20
Min. Secondary Frontage (ft.)	15
Min. Rear Yard (ft.)	15
Aggregate Width of Side Yard (ft.)	15
Width on One Side (ft.)	5
Min. Corner Side Yard	15 (14 for Lot 19) ¹
Max. Building Height (ft.)	Two stories or 30

31. Final plot plans will be subject to review by the Planning Division for consistency with the P-1 District development standards and the City's Residential Guidelines.
32. The homes shall be plotted as shown on the development plan date stamped February 20, 2007, or as modified by this resolution. There shall be a minimum of five one-story homes.

Vesting Tentative Map

33. The final map shall be in substantial conformity with the approved Vesting Tentative Map, date stamped February 20, 2007, in regards to the layout and number of lots, locations of streets and right-of-way widths, location of other infrastructure, unless otherwise dictated by conditions of approval herein. The final map is subject to review by the Community Development Department.
34. Prior to the development of Lot 2, either an EVA shall be installed per Contra Costa Fire Protection District standards that connects the project to an existing right-of-way, or the barricaded street be continued to an existing right of way.

Landscaping, Walls and Fences

35. Sound walls, fencing, and retaining walls shall be installed as shown on the Vesting Tentative Map date stamped February 20, 2007, unless otherwise noted in this resolution.
36. The sound wall shall be designed using the same materials, colors and design scheme as the wall that is being constructed with the Laurel Road widening project. The design of the sound wall is subject to review and approval by the Community Development Department.
37. A building permit shall be obtained prior to installation of the sound wall.
38. The landscape area between the sound wall and Laurel Road shall be consistent with the Residential Design Guidelines. Landscaping shall include a mix of low growing shrubs and groundcover between the sidewalk and the sound wall. Shrubs and groundcover as well as vines shall be planted along the base of the sound wall.
39. Good neighbor fences shall be constructed of six-foot tall wood fences with steel posts or acceptable alternative as reviewed and approved by the Community Development Department. Corner side yard fences and front facing connector fences (between houses), visible from the street, shall be constructed with a two-foot tall lattice top panel (four foot solid, two foot lattice). Wood fencing shall be stained or painted to prevent water damage to the satisfaction of the Community Development Director.

General

40. The street names shall be approved by the Community Development Department and the East Contra Costa Fire District.
41. The following statement 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 zone 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."

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.

42. 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."

43. 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).
44. Recirculating water heaters and dual zone HVAC units shall be included in all units greater than 3,500 square feet (heated floor area). The developer shall attempt to install water heaters with a minimum 84% efficiency rating.

Public Works and Engineering Conditions

45. Applicant shall comply with the requirements of City Municipal Code. Any Code exceptions must be stipulated in these Conditions of Approval. These conditions of approval are based on the Vesting Tentative Map and Preliminary Grading and Site Development Plan received by the Community Development Department and date stamped February 20, 2007.

The following conditions of approval shall be satisfied prior to filing any final map unless otherwise noted:

General:

46. 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 or other alternatives as approved by the City Engineer. The plans shall 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 most recent version of the Stormwater C.3 Guidebook available online at www.cccleanwater.org. The developer shall look at other options besides just drainage swales that can assist in reducing impervious surface or treating other areas of the roof, rear, and front yards to reduce the strain on the swales.
47. Submit a final map prepared by a licensed land surveyor or qualified registered civil engineer to the City Engineer for review and approval and pay processing costs in accordance with the Municipal Code and these conditions of approval.
48. Submit grading plans including erosion control measures and re-vegetation plans prepared by a registered civil engineer to the City Engineer for review and approval and pay appropriate processing costs in accordance with the Municipal Code and these conditions of approval.
49. Submit landscaping plans for publicly maintained landscaping, including planting and irrigation details, as prepared by a licensed landscape architect to the City Engineer for review and approval and pay appropriate processing costs in accordance with the Municipal Code and these conditions of approval.
50. Execute any agreements required by the Stormwater Control Plan which pertain to the transfer of ownership and/or long term maintenance of stormwater treatment mechanisms required by the plan prior to the final inspection of the first house within the subdivision.
51. Building permits for house construction shall not be issued until the subdivision streets serving the lots have been paved.

52. The developer shall construct the project streets to City public road standards and as shown on the Vesting Tentative Map with the following exception:
 - a. The minimum street grade may be reduced from the standard 1% to 0.75% provided that the project proponent demonstrates that the City's drainage standards can be achieved.
53. 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.
54. Install traffic control devices such as stop signs and other signing and striping on the project streets to the satisfaction of the City Engineer. The applicant shall install any warranted stop signs.
55. Submit a phasing plan for the project streets to the City Engineer for review if the street improvement will be phased. The plan shall include provisions for temporary turn-around facilities and access to the occupied lots.
56. Design all public and private pedestrian facilities in accordance with Title 24 (Handicap Access) and the Americans with Disabilities Act.

Road and Easement Dedications:

57. Convey to the City, by Offer of Dedication, the right of way necessary to accommodate a half-width right of way of 69 feet along Laurel Road.
58. 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.
59. Relinquish abutter's rights for non-primary frontages to the satisfaction of the City Engineer.

Street Lights:

60. Install streetlights along all project streets and Laurel Road, as required. The City Engineer shall determine the final number and location of the lights, and the lights shall be on an LS2-A rate service. The lights shall be decorative per City standards.

Grading:

61. 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.
62. 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.
63. 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.
64. 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.
65. Submit a dust and litter control plan to the City Engineer prior to beginning any construction activities.
66. Submit a haul route plan to the City Engineer for review and approval if grading activities require importing or exporting any material from the site. The plan shall include the location of the borrow or fill area, the proposed haul routes, the estimated number and frequency of trips, and the proposed schedule of hauling. Based on this plan the City Engineer shall determine whether pavement condition surveys must be conducted along the proposed haul routes to determine what impacts the trucking activities may have. The project proponents shall be responsible to repair to their pre-construction condition any roads along the utilized routes.
67. 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.

68. 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.
69. Grade all pad elevations or install levees to satisfy Chapter 914-10 of the City's Municipal Code, including the degree of protection provisions.

Utilities/Undergrounding:

70. Underground all new and existing utility distribution facilities as required by the City Engineer. 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. The joint trench composite plans must be endorsed by the City Engineer prior to the approval of the Improvement Plans for the project. The composite drawings and/or utility improvement plans shall be signed by a licensed civil engineer.
71. 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.

Sanitary Sewer Improvements:

72. If Ironhouse Sewer District (ISD) determines that there is not sufficient capacity in the sewer line this development proposes to connect to then this project shall be required to construct or participate with other developments in the construction of a new sewer line in Laurel Road. If a new line is required, it shall be installed and functional to the satisfaction of ISD and the City Engineer prior to the issuance of the first building permit for the project.

Drainage Improvements:

73. Collect and convey all stormwater entering and/or originating on these properties, 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, in accordance with Division 914 of the Ordinance Code.

74. Submit a final hydrology and hydraulic report including 10-year and 100-year frequency event calculations for the proposed drainage system to the City Engineer for review and approval.
75. Design and construct all storm drainage facilities in compliance with the Ordinance Code and City design standards.
76. Prevent storm drainage from draining across the sidewalk(s) and driveway(s) in a concentrated manner.
77. Dedicate a public drainage easement over the drainage system that conveys storm water run-off from public streets.

Landscaping in the Public Right of Way:

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, or any of its Regional Water Quality Control Boards (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 Engineer approval.
- 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 and 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 (authorized by Ordinance No. 14-00, adopted by Resolution No. 73-05);
 - c. Park Land Dedication In-Lieu Fee (adopted by Ordinance No. 03-03);
 - d. Park Impact Fee (authorized by Ordinance No. 05-00, adopted by Resolution No. 19-03);
 - e. Public Facilities Fee (authorized by Ordinance No. 05-00, adopted by Resolution No. 18-03);
 - f. Child Care Facilities "In Lieu" Fee (adopted by Ordinance Nos. 18-99 and 23-99);
 - g. Fire Impact Fee collected on behalf of the East Contra Costa Fire Protection District (adopted by Resolution No. 09-01);
 - h. South Oakley Infrastructure Master Plan Fee (adopted by Resolution No. 52-03); and
 - i. General Plan Fee (adopted by Resolution No. 53-03).

The applicant should contact the City Engineer prior to constructing any public improvements to determine if any of the required improvements are eligible for credits or reimbursements against the applicable traffic benefit fees or from future developments. The applicant may be eligible for a credit against the East County Transportation Improvement Impact Fee that is equal to the amount of the Eastern Contra Costa Sub-Regional Transportation Mitigation Fee paid. The Applicant may also be eligible for a credit against the Park Land Acquisition component of the Park Impact Fee that is equal to the amount of the Park Land Dedication In-Lieu Fee paid.

81. 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 for the District. 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 or its agents in processing the annexation. All costs of annexation shall be paid by Applicant.
82. 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 or its agents in processing the annexation. 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 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 or its agents in processing the annexation. All costs of annexation shall be paid by Applicant.
84. 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.

85. Participate in the formation of an assessment district for the construction of off-site improvements should the City deem such a mechanism necessary. The assessment district shall be formed prior to the filing of any final or parcel map, and the project proponent shall fund all costs of formation.
86. Participate in the formation of a mechanism to fund the operation and maintenance of the storm drain system, including Citywide stormwater management and discharge control activities. 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 the final map, and the project proponent shall fund all costs of the formation.
87. Applicant shall comply with the drainage fee requirements for Drainage Area 30A as adopted by the County Board of Supervisors. The applicant shall pay the fee in effect at the time of building permit issuance. Certain improvements required by the Conditions of Approval for this development or the Code may be eligible for credit or reimbursement against the drainage area fee. The developer should contact the City Engineer to personally determine the extent of any credit or reimbursement for which he might be eligible. Any credit or reimbursements shall be determined prior to filing the final map or as approved by the Flood Control District.
88. Participate in the City's South Oakley Infrastructure Master Plan both by cooperating with the City's consultant team in the design and implementation of specific infrastructure projects and by providing this project's fair share contribution to the costs of preparing the study. The fair share contribution shall be paid in accordance with Resolution 52-03.

B. 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.

1. The applicant/owner should be aware of the expiration dates and renewing requirements prior to requesting building or grading permits.
2. The project will require a grading permit pursuant to the Ordinance Code.
3. Applicant shall comply with the requirements of Ironhouse Sanitary District.
4. The applicant shall comply with the requirements of the Diablo Water District.
5. Comply with the requirements of the East Contra Costa Fire Protection District.
6. Comply with the requirements of the Building Inspection Division. Building permits are required prior to the construction of most structures.
7. This project may be subject to the requirements of the Department of Fish and Game. It is the applicant's responsibility to notify the Department of Fish and Game, P.O. Box 47, Yountville, California 94599, of any proposed construction within this development that may affect any fish and wildlife resources, per the Fish and Game Code.
8. 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.
9. The applicant shall obtain an encroachment permit for construction within existing City rights of way.
10. The applicant shall obtain an encroachment permit from Caltrans for construction within the State right of way.

C. EFFECTIVE DATE AND ADOPTION

This resolution shall become effective upon the effective date of adoption of the ordinance to rezone the property from A-2 District to P-1 District.

PASSED AND ADOPTED by the City Council of the City of Oakley at a meeting held on the 12th day of March 2007, by the following vote:

AYES: Anderson, Connelley, Nix, Rios, Romick

NOES: None

ABSTENTIONS: None

ABSENT: None

APPROVED:



KEVIN ROMICK, MAYOR

ATTEST:



NANCY ORTENBLAD, CITY CLERK

**CITY OF OAKLEY
SUBDIVISION IMPROVEMENT AGREEMENT
SUBDIVISION 9044**

This agreement is made and entered into this 8th day of August 2017 by and between the City of Oakley, a municipal corporation, hereinafter referred to as "CITY", and BAYWOOD LAND MANAGEMENT, LLC, A CALIFORNIA LIMITED LIABILITY COMPANY, hereinafter referred to as "DEVELOPER".

RECITALS

WHEREAS, it has been determined by the City Council of the City of Oakley, State of California, that DEVELOPER, the subdivider of Subdivision 9044, desires to improve and dedicate those public improvements (hereafter "The Improvements") required by the conditions of approval for the project as adopted by the City Council of the City of Oakley via Resolution Number 30-07 in accordance with the requirements and conditions set forth in approvals, the requirements of the Subdivision Map Act of the State of California, and those certain plans and specifications for said development approved by CITY and titled "GRADING AND IMPROVEMENT PLANS ASPEN PLACE SUBDIVISION 9044" as prepared by Kimley-Horn & Associates, Inc. and "LANDSCAPE CONSTRUCTION DOCUMENTS" as prepared by Thomas Baak & Associates, LLP now on file in the office of the City Engineer, which are hereby referred to for a more definite and distinct description of the work to be performed under this Agreement as though set forth at length herein; and

WHEREAS, DEVELOPER and CITY acknowledge that not all conditions of approval ("COA") contained in Resolution Number 30-07 have been satisfied, but nevertheless, DEVELOPER desires to file a final map. The satisfaction of all COA are the subject of this Agreement. DEVELOPER's agreement to satisfy all COA and construct the Improvements identified in the aforementioned COA is a material part of the consideration for this Agreement; and

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

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

1. Improvements.

DEVELOPER agrees to install the road improvements (both public and private), sewer and drainage improvements, signs, street lights, fire hydrants, landscaping, and such other improvements (including appurtenant equipment) as required as conditions of approval of Tentative Map 9044 as set forth in Exhibit A

to this Agreement, which is incorporated herein as if set forth at this point, or as otherwise required in the subdivision ordinance., including without limitation all Improvements identified in the COA. In the event that any provision of this Agreement conflicts with the provisions of Exhibit A the provisions of Exhibit A shall prevail to the extent that the conflicting provision in Exhibit A requires a greater or more extensive improvement or expenditure, or to the extent that that provision extends DEVELOPER's obligations over a greater period of time than the specific provision set forth herein. Such improvements shall also be made in conformance with the City of Oakley Municipal Code and Contra Costa County Ordinance Code as adopted and enforced by the City of Oakley.

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

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

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

The estimated cost of constructing The Improvements required by this Agreement as adjusted for inflation is agreed to be \$8,247 for Grading, \$234,612 for Public Improvements and \$111,715.66 for landscaping. Said amounts include costs and reasonable expenses and fees which may be incurred in enforcing the obligation secured.

3. Bonds Furnished.

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

- a. Faithful Performance. Either a cash deposit, a corporate surety bond issued by a company duly and legally licensed to conduct a general surety business in the State of California, or an instrument of credit equivalent to one hundred percent (100%) of the estimate set forth in Paragraph 2 and sufficient to assure CITY that The Improvements will be satisfactorily completed.
- b. Labor and Materials. Either a cash deposit, a corporate surety bond issued by a company duly and legally licensed to conduct a general surety business in the State of California, or an instrument of credit equivalent to fifty percent (50%) of the estimate set forth in Paragraph 2 and sufficient to assure CITY that DEVELOPER'S contractors, subcontractors, and other persons furnishing labor, materials, or equipment shall be paid therefor.
- c. If required by CITY, a cash deposit, corporate surety bond, or instrument of credit sufficient to assure CITY that the surface water drainage of the subdivision shall not interfere with the use of neighboring property, including public streets and highways.

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

4. Prevailing Wage.

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

5. Insurance Required.

Concurrently with the execution hereof, DEVELOPER shall obtain or cause to be obtained and filed with the CITY, all insurance required in this paragraph and as set forth in Exhibit C, and such insurance shall have been approved by the Finance Director of CITY, or his designee, as to form, amount and carrier. Prior to the commencement of work under this Agreement, DEVELOPER's general contractor shall obtain or cause to be obtained and filed with the Finance Director, all insurance required under this paragraph and as set

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

6. Work Performance and Guarantee.

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

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

If CITY, at its sole option, makes or causes to be made the necessary repairs or replacements or performs the necessary work, DEVELOPER shall pay, in addition to actual costs and expenses of such repair or work, fifty percent (50%) of such costs and expenses for overhead and interest at the maximum

rate of interest permitted by law accruing thirty (30) days from the date of billing for such work or repairs.

7. Inspection of the Work.

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

8. Agreement Assignment.

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

9. Abandonment of Work.

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

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

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

so doing, may take possession of, and utilize in completing the work, such materials, appliances, plant and other property belonging to DEVELOPER as may be on the site of the work and necessary therefor.

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

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

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

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

Baywood Land Management, LLC
4061 Port Chicago Highway, Ste. H
Concord, CA 94520
Attn: Louis Parsons

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

Lexon Insurance Company
12890 Lebanon road
Mt Juliet Tn 37122

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

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

10. Use of Streets or Improvements.

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

11. Safety Devices.

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

12. Acceptance of Work.

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

13. Patent and Copyright Costs.

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

14. Alterations in Plans and Specifications.

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

15. Liability.

- a. DEVELOPER Primarily Liable. DEVELOPER hereby warrants that the design and construction of The Improvements will not adversely affect any portion of

adjacent properties and that all work will be performed in a proper manner. DEVELOPER agrees to indemnify, defend, release, and hold harmless CITY, and each of its elective and appointive boards, commissions, officers agents and employees, from and against any and all loss, claims, suits, liabilities, actions, damages, or causes of action of every kind, nature and description, directly or indirectly arising from an act or omission of DEVELOPER, its employees, agents, or independent contractors in connection with DEVELOPER'S actions and obligations hereunder; provided as follows:

1. That CITY does not, and shall not, waive any rights against DEVELOPER which it may have by reason of the aforesaid hold harmless agreement, because of the acceptance by CITY, or the deposit with CITY by DEVELOPER, of any of the insurance policies described in Paragraph 4 hereof.
 2. That the aforesaid hold harmless agreement by DEVELOPER shall apply to all damages and claims for damages of every kind suffered, or alleged to have been suffered, by reason of any of the aforesaid operations referred to in this paragraph, regardless of whether or not CITY has prepared, supplied, or approved of plans and/or specifications for the subdivision, or regardless of whether or not such insurance policies shall have been determined to be applicable to any of such damages or claims for damages.
- b. Design Defect. If, in the opinion of the CITY, a design defect in the work of improvement becomes apparent during the course of construction, or within one (1) year following acceptance by the CITY of the improvements, and said design defect, in the opinion of the CITY, may substantially impair the public health and safety, DEVELOPER shall, upon order by the CITY, correct said design defect at his sole cost and expense, and the sureties under the Faithful Performance and Labor and Materials Bonds shall be liable to the CITY for the corrective work required.
- c. Litigation Expenses. In the event that legal action is instituted by either party to this Agreement, and said action seeks damages for breach of this Agreement or seeks to

specifically enforce the terms of this Agreement, and, in the event judgment is entered in said action, the prevailing party shall be entitled to recover its attorneys' fees and court costs. If CITY is the prevailing party, CITY shall also be entitled to recover its attorney's fees and costs in any action against DEVELOPER's surety on the bonds provided under paragraph 3.

16. Recitals.

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

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

CITY OF OAKLEY

DEVELOPER

By: _____
Bryan H. Montgomery
City Manager

Louis Parsons
Authorized Agent

APPROVED AS TO FORM:

Derek P. Cole
City Attorney

ATTEST:

Libby Vreonis, City Clerk

- Exhibits:
- Exhibit A – City of Oakley, Planning Commission Resolution 30-07
 - Exhibit B – Prevailing Wage
 - Exhibit C - Insurance Requirements
 - Exhibit D - Verification of Required Insurance

EXHIBIT A

CITY COUNCIL RESOLUTION 30-07

EXHIBIT B

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

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

HOURS OF WORK:

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

WAGES:

- A. In accordance with California Labor Code Section 1773.2, the City has determined the general prevailing wages in the locality in which the Improvements are to be constructed for each craft or type of work needed to be as published by the State of California Department of Industrial Relations, Division of Labor Statistics and Research. The Developer, and contractors and subcontractors engaged in the construction of the Improvements shall pay no less than these rates to all persons engaged in construction of the Improvements.

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

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

construction of the Improvements and any amounts due pursuant to California Labor Code Section 1813.

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

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

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

EXHIBIT C

INSURANCE REQUIREMENTS

CONSTRUCTION CONTRACTS

MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

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

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

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

Deductibles and Self-Insured Retentions

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

Other Insurance Provisions

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

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

Builder's Risk (Course of Construction) Insurance

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

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

Claims Made Policies

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

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

Acceptability of Insurers

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

Waiver of Subrogation

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

Verification of Coverage

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

Subcontractors

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

Surety Bonds

Contractor shall provide the following Surety Bonds:

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

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

Special Risks or Circumstances

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

EXHIBIT D
VERIFICATION OF INSURANCE

RESOLUTION NO. XX-17

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OAKLEY APPROVING THE SUBDIVISION IMPROVEMENT AGREEMENT WITH BAYWOOD LAND MANAGEMENT, LLC, A CALIFORNIA LIMITED LIABILITY COMPANY FOR SUBDIVISION 9044 ASPEN PLACE AND AUTHORIZING THE CITY MANAGER TO SIGN THE AGREEMENT

WHEREAS, the City Council of the City of Oakley, California, wishes to enter into a Subdivision Improvement Agreement with Baywood Land Management, LLC, a California Limited Liability Company (Baywood) for the development of a residential subdivision known as Subdivision 9044 Aspen Place; and

WHEREAS, this agreement will require the developer to complete approximately \$354,575 in public improvements and drainage infrastructure in accordance with the project conditions of approval and City standard construction design.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Oakley that the Subdivision Improvement Agreement with Baywood is hereby approved and the City Manager is hereby authorized to execute the Subdivision Improvement Agreement for the development of Subdivision 9044 Aspen Place in the form attached hereto as Exhibit A and is made part of this resolution.

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

AYES:
NOES:
ABSTENTIONS:
ABSENT:

APPROVED:

Sue Higgins, Mayor

ATTEST:

Libby Vreonis, City Clerk

Date

RESOLUTION NO. XX-17

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OAKLEY
APPROVING THE FINAL MAP OF SUBDIVISION 9044 ASPEN PLACE**

WHEREAS, Baywood Land Management, LLC, a California Limited Liability Company (Baywood) has satisfied the necessary conditions of approval for Subdivision 9044 Aspen Place, as approved by the City Council on March 12, 2007 by Resolution Number 30-07; and

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

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

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Oakley that the final map labeled "Subdivision 9044 Aspen Place", as prepared by Fullen Surveying and Mapping, Inc. be approved.

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

AYES:
NOES:
ABSTENTIONS:
ABSENT:

APPROVED:

Sue Higgins, Mayor

ATTEST:

Libby Vreonis, City Clerk

Date

FINAL MAP SUBDIVISION 9044 ASPEN PLACE

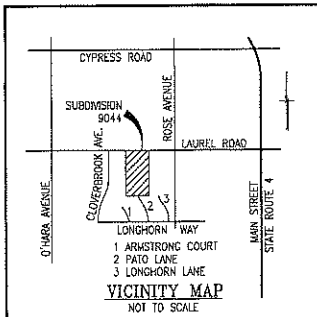
A PORTION OF THE NORTHWEST 1/4 OF SECTION 36, TOWNSHIP 2 NORTH, RANGE 2 EAST, MOUNT DIABLO BASE AND MERIDIAN CITY OF OAKLEY, COUNTY OF CONTRA COSTA, STATE OF CALIFORNIA

FULLEN SURVEYING & MAPPING, INC.

BRENTWOOD, CALIFORNIA

OCTOBER, 2014

SHEET 1 OF 3



OWNER'S STATEMENT

THE UNDERSIGNED, HAVING A RECORD TITLE INTEREST IN THE LANDS DELINEATED AND EMBRACED WITHIN THE HEAVY BLACK LINES UPON THIS MAP, DO HEREBY CONSENT TO THE PREPARATION AND RECORDATION OF THE SAME AND DO HEREBY OFFER FOR DEDICATION TO THE CITY OF OAKLEY, IN FEE, THE PORTION OF SAID LAND DESIGNATED ON SAID MAP AS LAUREL ROAD, PATO LANE AND PATO COURT.

THE AREA DESIGNATED AS "PUBLIC UTILITY EASEMENT" OR "P.U.E." IS HEREBY DEDICATED TO THE CITY OF OAKLEY OR ITS DESIGNEE FOR UNDERGROUND ELECTRIC, GAS, CABLE TELEVISION, AND TELEPHONE USES AND ANY/ALL IMPROVEMENTS AND APPURTENANCES INSTALLED, INCLUDING CONSTRUCTION, ACCESS, AND MAINTENANCE OF THESE IMPROVEMENTS AND APPURTENANCES.

THE AREA DESIGNATED AS PUBLIC "DRAINAGE EASEMENT" OR "P.D.E." IS HEREBY DEDICATED TO THE CITY OF OAKLEY OR ITS DESIGNEE FOR UNDERGROUND STORM DRAIN AND OVERLAND DRAINAGE USES AND ANY/ALL IMPROVEMENTS AND APPURTENANCES INSTALLED, INCLUDING CONSTRUCTION, ACCESS, AND MAINTENANCE OF THESE IMPROVEMENTS AND APPURTENANCES.

THIS MAP SHOWS ALL THE EASEMENTS ON THE PREMISES, OR OF RECORD WITHIN THE BOUNDARY LINES OF THE HEREIN EMBODIED MAP AS SHOWN ON THE TITLE REPORT ORDER NUMBER 0147002285,1--DJ, DATED AUGUST 14, 2014 BY OLD REPUBLIC TITLE COMPANY.

THE UNDERSIGNED FURTHER RELINQUISHES TO THE CITY OF OAKLEY ALL ABUTTER'S RIGHTS OF ACCESS ALONG LAUREL ROAD, PATO COURT AND IN THOSE AREAS DEPICTED HEREON WITH BY THE SYMBOL .

BAYWOOD LAND MANAGEMENT, LLC, A CALIFORNIA LIMITED LIABILITY COMPANY

BY: SIGNATURE TITLE

DATE: 10/20/14

OWNER'S ACKNOWLEDGMENT

STATE OF CALIFORNIA }
COUNTY OF Contra Costa } SS

ON October 20, 2014 BEFORE ME, C. Worringer NOTARY PUBLIC, PERSONALLY APPEARED Albert D. Yebo III WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT, AND ACKNOWLEDGED TO ME THAT HE/SHE/THEY EXECUTED THE SAME IN HIS/HER/THEIR AUTHORIZED CAPACITY(IES), AND THAT BY HIS/HER/THEIR SIGNATURE(S) ON THE INSTRUMENT THE PERSON(S), OR THE ENTITY UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT.

I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE FORGOING PARAGRAPH IS TRUE AND CORRECT.

WITNESS MY HAND AND OFFICIAL SEAL:

SIGNATURE:
PRINTED NAME: C. Worringer
COUNTY OF PRINCIPAL PLACE OF BUSINESS: Contra Costa
COMMISSION No.: 1971430
COMMISSION EXPIRATION DATE: March 8, 2016

CITY ENGINEER'S STATEMENT

I, KOUROSH C. ROHANI, CITY ENGINEER OF THE CITY OF OAKLEY, DO HEREBY STATE THAT I HAVE EXAMINED THIS MAP ENTITLED "FINAL MAP, SUBDIVISION 9044, ASPEN PLACE"; THAT SAID SUBDIVISION AS SHOWN IS IN SUBSTANTIAL CONFORMANCE WITH THE TENTATIVE MAP APPROVED BY THE CITY COUNCIL OF THE CITY OF OAKLEY ON MARCH 12, 2007; AND THAT ALL PROVISIONS OF STATE LAWS AND LOCAL ORDINANCES WHICH GOVERNED THE FILING OF SUBDIVISION MAPS AT THE TIME SAID TENTATIVE MAP WAS APPROVED HAVE BEEN COMPLIED WITH.

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

GEOTECHNICAL SOILS REPORT

A SOILS REPORT HAS BEEN PREPARED BY ENGeo INCORPORATED, PROJECT NO. 6883.2.001.01, DATED SEPTEMBER 25, 2005, AND IS ON FILE IN THE OFFICE OF THE CITY ENGINEER OF THE CITY OF OAKLEY, COUNTY OF CONTRA COSTA, STATE OF CALIFORNIA.

OMITTED SIGNATURES

PURSUANT TO SECTION 56436 OF THE SUBDIVISION MAP ACT THE SIGNATURES OF THE FOLLOWING INTEREST HOLDERS OF RECORD HAVE BEEN OMITTED:

TRANSMISSION LINE EASEMENT IN FAVOR OF THE UNITED STATES OF AMERICA, RECORDED NOVEMBER 14, 1950 IN BOOK 1668 OF OFFICIAL RECORDS, PAGE 127 UNDER RECORDER'S SERIAL NUMBER 58623.

CERTIFICATE OF DEDICATION FOR PUBLIC USE

BAYWOOD LAND MANAGEMENT COMPANY, LLC HAS DEDICATED HEREON CERTAIN PUBLIC RIGHTS OF WAY FOR LAUREL ROAD, PATO LANE, PATO COURT AND EASEMENTS FOR SANITARY SEWER, PUBLIC UTILITIES, AND PUBLIC STORM DRAINAGE. THE CITY OF OAKLEY WILL RECONVEY THE PROPERTY TO BAYWOOD LAND MANAGEMENT COMPANY, LLC OR ITS SUCCESSOR IN INTEREST IF THE CITY OF OAKLEY SUBSEQUENTLY MAKES A DETERMINATION PURSUANT TO SECTION 66477.5 OF THE SUBDIVISION MAP ACT THAT THE PUBLIC PURPOSE FOR WHICH THE PROPERTY OR ANY PORTION THEREOF WAS DEDICATED FOR DOES NOT EXIST OR THE PROPERTY IS NOT NEEDED FOR PUBLIC USE.

SURVEYOR'S STATEMENT

THIS MAP WAS PREPARED BY ME AND CORRECTLY REPRESENTS A FIELD SURVEY MADE BY ME AT THE REQUEST OF BAYWOOD LAND MANAGEMENT COMPANY, LLC IN AUGUST, 2007. I HEREBY STATE THAT ALL OF THE MONUMENTS ARE OF THE CHARACTER AND OCCUPY THE POSITIONS INDICATED, OR WILL BE SET IN THOSE POSITIONS BEFORE DECEMBER 31, 2014, AND THAT THE MONUMENTS ARE, OR WILL BE, SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED, AND THAT THIS FINAL MAP SUBSTANTIALLY CONFORMS TO THE CONDITIONALLY APPROVED TENTATIVE MAP.

JESSE L. FULLEN, P.L.S. #8208
LICENSE EXPIRES 3/31/2015
DATE: October 21, 2014



CITY SURVEYOR'S STATEMENT

I, FRANCIS JOSEPH KENNEDY, CITY SURVEYOR OF THE CITY OF OAKLEY, DO HEREBY STATE THAT I HAVE EXAMINED THIS MAP ENTITLED "FINAL MAP, SUBDIVISION 9044, ASPEN PLACE" AND AM SATISFIED THAT SAID MAP IS TECHNICALLY CORRECT.

DATE: _____
FRANCIS JOSEPH KENNEDY
CITY SURVEYOR, CITY OF OAKLEY,
CONTRA COSTA COUNTY, STATE OF CALIFORNIA
R.C.E. NO. 21771
EXPIRATION DATE SEPTEMBER 30, 2015

COUNTY RECORDER'S STATEMENT

THIS MAP, ENTITLED "FINAL MAP SUBDIVISION 9044 ASPEN PLACE", IS HEREBY ACCEPTED FOR RECORDATION, SHOWING A CLEAR TITLE AS PER LETTER OF TITLE WRITTEN BY OLD REPUBLIC TITLE COMPANY, DATED THE ____ TH DAY OF _____, 200__, AND AFTER EXAMINING THE SAME, I DEEM THAT SAID MAP COMPLIES IN ALL RESPECTS WITH THE PROVISIONS OF STATE LAW AND LOCAL ORDINANCES GOVERNING THE FILING OF SUBDIVISION MAPS.

RECORDED AT THE REQUEST OF OLD REPUBLIC TITLE COMPANY AT ____ A.M./P.M. ON THE ____ TH DAY OF _____, 200__, IN BOOK _____ OF MAPS, AT PAGE ____ IN THE OFFICE OF THE COUNTY RECORDER OF CONTRA COSTA COUNTY, STATE OF CALIFORNIA.

JOSEPH E. CENCIAMILLA
COUNTY RECORDER
COUNTY OF CONTRA COSTA
STATE OF CALIFORNIA
BY: _____
DEPUTY COUNTY RECORDER

FINAL MAP
SUBDIVISION 9044
ASPEN PLACE

A PORTION OF THE NORTHWEST ¼ OF SECTION 36, TOWNSHIP 2
NORTH, RANGE 2 EAST, MOUNT DIABLO BASE AND MERIDIAN CITY
OF OAKLEY, COUNTY OF CONTRA COSTA, STATE OF CALIFORNIA

FULLEN SURVEYING & MAPPING, INC.

BRENTWOOD, CALIFORNIA

OCTOBER, 2014

SHEET 2 OF 3

TRUSTEE'S STATEMENT

THE UNDERSIGNED, AS TRUSTEE UNDER THE DEED OF TRUST RECORDED NOVEMBER 9, 2007, SERIES 2007-311986, OF OFFICIAL RECORDS OF CONTRA COSTA COUNTY, (AS AMENDED, MODIFIED OR RESTATED FROM TIME TO TIME), ENCUMBERING THE LAND HEREIN SHOWN, DOES HEREBY JOIN IN AND CONSENT TO THE EXECUTION OF THE FORGOING OWNER'S STATEMENT AND TO THE PREPARATION AND RECORDATION OF THIS MAP AND ALL DEEDING AND DEDICATIONS THEREON.

AMERICAN SECURITIES COMPANY: A CALIFORNIA CORPORATION

BY: Kristin P. Miller
DATE: 10/24/2014
PRINT NAME: Kristin P. Miller
TITLE: Vice President

TRUSTEE'S ACKNOWLEDGMENT

STATE OF CALIFORNIA }
COUNTY OF Contra Costa } SS

ON Oct. 24, 2014, BEFORE ME, Robbin Valenzuela
NOTARY PUBLIC, PERSONALLY APPEARED Kristin P. Miller
WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE
PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT
AND ACKNOWLEDGED TO ME THAT HE/SHE/HEY EXECUTED THE SAME IN
HIS/HER/THEIR AUTHORIZED CAPACITY(IES), AND THAT BY HIS/HER/THEIR
SIGNATURE(S) ON THE INSTRUMENT THE PERSON(S), OR THE ENTITY UPON
BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT.

I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE FOREGOING PARAGRAPH IS TRUE AND CORRECT.

WITNESS MY HAND AND OFFICIAL SEAL

SIGNATURE: Robbin Valenzuela
PRINTED NAME: Robbin Valenzuela
COUNTY OF PRINCIPAL PLACE OF BUSINESS: Contra Costa
COMMISSION No.: 1977578
COMMISSION EXPIRATION DATE: May 7, 2016

CITY CLERK'S STATEMENT

I, LIBBY VREONIS, CITY CLERK AND CLERK OF THE COUNCIL OF THE CITY OF OAKLEY, DO HEREBY CERTIFY THAT THE HEREIN EMBODIED FINAL MAP ENTITLED "FINAL MAP, SUBDIVISION 9044, ASPEN PLACE", CONSISTING OF THREE (3) SHEETS, THIS STATEMENT BEING ON SHEET 2 THEREOF, WAS PRESENTED TO THE CITY COUNCIL, AS PROVIDED BY LAW, AT A REGULAR MEETING THEREOF HELD ON THE _____ DAY OF _____, 20____, AND THAT SAID COUNCIL DID THEREUPON, BY RESOLUTION NUMBER _____ PASSED AND ADOPTED AT SAID MEETING, APPROVE SAID MAP AND DO ACCEPT SUBJECT TO IMPROVEMENT ANY OF THE STREETS, ROADS, AVENUES, OR EASEMENTS SHOWN HEREON AS DEDICATED FOR PUBLIC USE.

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

IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND THIS _____ DAY OF _____, 201____.

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

CLERK OF THE BOARD OF SUPERVISORS' STATEMENT

I HEREBY STATE, AS CHECKED BELOW, THAT:

A TAX BOND ASSURING PAYMENT OF ALL TAXES WHICH ARE NOW A LIEN, BUT ARE NOT YET PAYABLE, HAS BEEN RECEIVED AND FILED WITH THE BOARD OF SUPERVISORS OF CONTRA COSTA COUNTY, STATE OF CALIFORNIA.

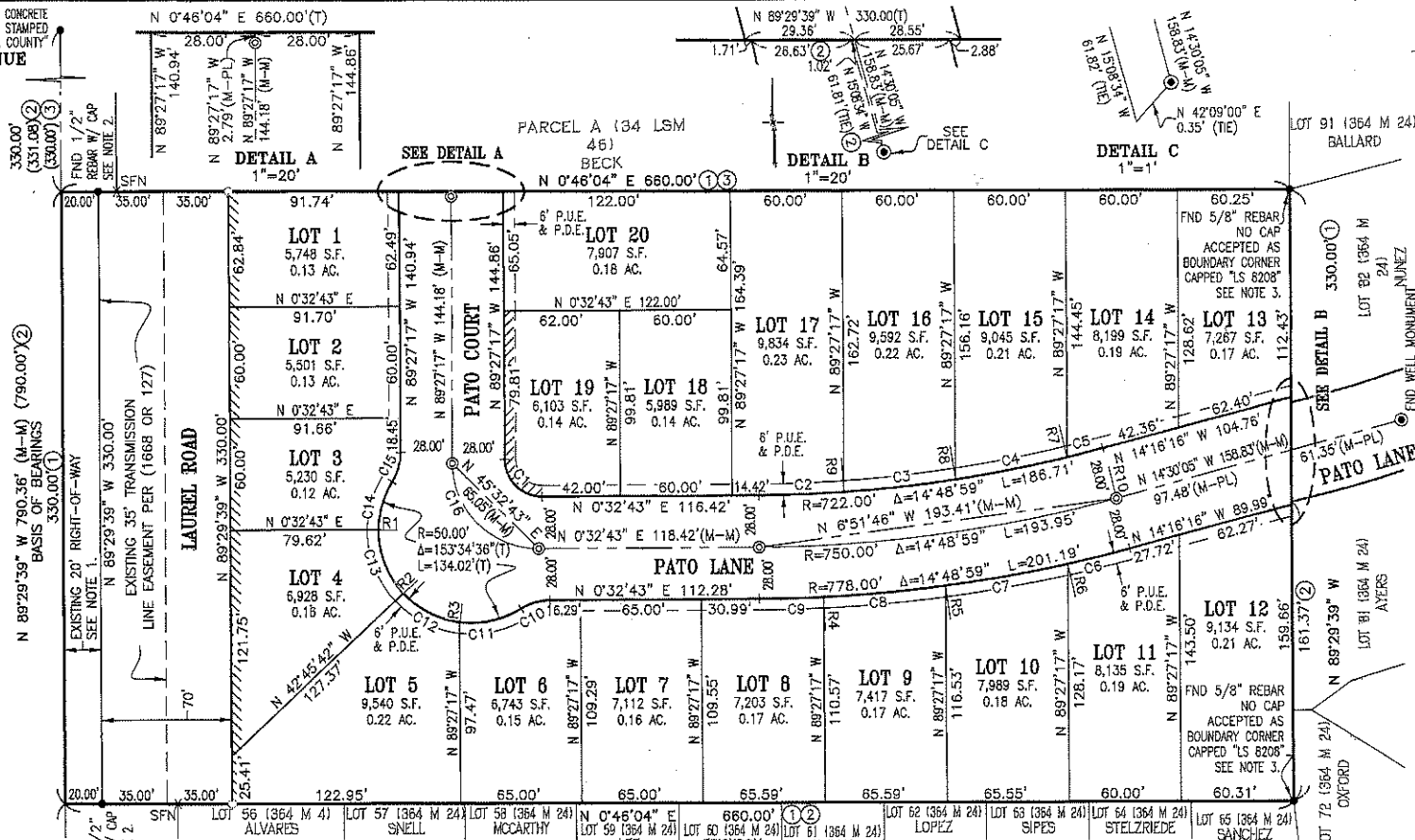
ALL TAXES DUE HAVE BEEN PAID, AS CERTIFIED BY THE COUNTY REDEMPTION OFFICER.

DATED: _____, 20____ DAVID TWA
CLERK OF THE BOARD OF SUPERVISORS
AND COUNTY ADMINISTRATOR
COUNTY OF CONTRA COSTA
STATE OF CALIFORNIA

By: _____
DEPUTY CLERK

FND 2" IRON PIPE IN CONCRETE
W/ BRASS TAG STAMPED
"CONTRA COSTA COUNTY"

ROSE AVENUE



- LEGEND:**
- FOUND WELL MONUMENT AS NOTED
 - FOUND IRON MONUMENT AS NOTED
 - ⊙ SET STANDARD CITY WELL MONUMENT, LS 8208
 - SET 3/4" IRON PIPE WITH CAP, LS 8208
 - AC. AREA IN ACRES
 - CENTERLINE
 - FND FOUND
 - LSM LICENSED SURVEYORS' MAPS
 - (M-M) MONUMENT TO MONUMENT
 - (M-PL) MONUMENT TO PROPERTY LINE
 - P.U.E. PUBLIC UTILITY EASEMENT
 - P.D.E. PUBLIC DRAINAGE EASEMENT
 - S.S.E. SANITARY SEWER EASEMENT
 - S.F. SQUARE FEET
 - SFN SEARCHED, BUT FOUND NOTHING
 - (T) TOTAL

N 89°29'39" W 790.36' (M-M) (790.00') (2)
BASIS OF BEARINGS
330.00' (1)

EXISTING 20' RIGHT-OF-WAY
SEE NOTE 1.

N 89°29'39" W 330.00'
EXISTING 35' TRANSMISSION
LINE EASEMENT PER (1668 OR 127)

N 89°29'39" W 330.00'
EXISTING 20' RIGHT-OF-WAY
SEE NOTE 1.

FND 1/2" REBAR W/ CAP
SEE NOTE 2.

FND 1/2" REBAR W/ CAP
SEE NOTE 2.

CLOVERBROOK AVENUE
FND WELL MONUMENT
STAMPED "LS 5399" PER (2)

BASIS OF BEARINGS:
BEARINGS SHOWN HEREON ARE BASED ON THE LINE BETWEEN THE FOUND WELL MONUMENT AT THE INTERSECTION OF LAUREL ROAD AND CLOVERBROOK AVENUE AND THE FOUND IRON PIPE MONUMENT AT THE INTERSECTION OF LAUREL ROAD AND ROSE AVENUE, BEING N89°29'39"W AS SHOWN ON THE MAP ENTITLED "SUBDIVISION 7667, LAUREL HEIGHTS" AND FILED IN THE RECORDS OF CONTRA COSTA COUNTY IN BOOK 364 OF MAPS AT PAGE 24.

CURVE	RADIUS	DELTA	LENGTH
C1	20.00'	90°00'00"	31.42'
C2	722.00'	3°37'10"	45.61'
C3	722.00'	4°47'21"	60.35'
C4	722.00'	4°50'57"	61.11'
C5	722.00'	1°33'31"	19.63'
C6	778.00'	2°30'56"	34.16'
C7	778.00'	4°54'05"	66.55'
C8	778.00'	4°51'01"	65.86'
C9	778.00'	2°32'57"	34.61'
C10	30.00'	31°47'18"	16.64'
C11	50.00'	39°19'56"	34.32'
C12	50.00'	39°56'07"	34.85'
C13	50.00'	43°11'57"	37.70'
C14	50.00'	31°16'36"	27.15'
C15	30.00'	31°47'18"	16.64'
C16	46.00'	90°00'00"	72.26'

LINE	BEARING
R1	N 1°13'25" E(R)
R2	N 41°58'32" W(R)
R3	N 81°54'39" W(R)
R4	N 87°59'46" E(R)
R5	N 83°8'45" E(R)
R6	N 78°14'40" E(R)
R7	N 77°17'15" E(R)
R8	N 82°08'12" E(R)
R9	N 86°55'33" E(R)
R10	N 75°43'44" E(R)

- NOTES:**
- NO RECORD DOCUMENTS WERE DISCLOSED OR DISCOVERED TO PROVE CONVEYANCE OF THE EXISTING 20' RIGHT-OF-WAY ALONG LAUREL ROAD. HOWEVER, RIGHTS OF THE PUBLIC DO EXIST AS INDICATED BY THE EXISTENCE OF THE ROAD.
 - FOUND 1/2" REBAR WITH PLASTIC CAP STAMPED "RCE 21754", NOT OF RECORD, ACCEPTED AS MARKING THE RIGHT-OF-WAY FOR LAUREL ROAD.
 - FOUND 3/4" REBAR MONUMENTS, THOUGH NOT OF RECORD, ARE ACCEPTED AS HOLDING POSITION OF SOUTHERN BOUNDARY CORNERS. MONUMENTS OF THE CHARACTER NOTED FOR THESE PARCELS PER (364 M 24) AND (34 LSM 46) WERE SEARCHED FOR, BUT NOT FOUND.

- RECORD REFERENCES:**
- DOCUMENT 2004-0471054, CONTRA COSTA COUNTY
 - SUBDIVISION 7667, LAUREL HEIGHTS (364 M 24), CONTRA COSTA COUNTY
 - RECORD OF SURVEY (34 LSM 46), CONTRA COSTA COUNTY

**FINAL MAP
SUBDIVISION 9044
ASPEN PLACE**

A PORTION OF THE NORTHWEST 1/4 OF SECTION 36, TOWNSHIP 2 NORTH, RANGE 2 EAST, MOUNT DIABLO BASE AND MERIDIAN CITY OF OAKLEY, CONTRA COSTA COUNTY, CALIFORNIA

FULLER SURVEYING & MAPPING, INC.
BRENTWOOD, CALIFORNIA

OCTOBER, 2014