

OAKLEY



CALIFORNIA

Agenda Date: 08/08/2017

Agenda Item: 3.8

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 9027 Duarte Ranch Unit 1 (Southeast corner, Rose Avenue and Laurel Road)

Approved and Forwarded to City Council:


Bryan H. Montgomery, City Manager

Background and Analysis

On May 8, 2006 the City Council adopted Resolution 76-06 conditionally approving the tentative map for Subdivision 9027, a 116-lot residential subdivision at the south east corner of Rose Avenue and Laurel Road. Subdivision 9027 Duarte Ranch Unit 1 will create 53 residential lots, a 1.89 acre park parcel, a 0.97 acre storm water treatment basin and a 9.01 remainder parcel.

Albert D. Seeno Construction Co., a California limited partnership has now requested approval by the City Council for the final map for Subdivision 9027 Duarte Ranch Unit 1.

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 9027 Duarte Ranch Unit 1.

Attachments

- 1) City Council Resolution 76-06
- 2) Subdivision Improvement Agreement (SIA)
- 3) Resolution for SIA
- 4) Resolution Approving the Final Map titled Subdivision 9027 Duarte Ranch Unit 1
- 5) Reduction of Subdivision 9027 Duarte Ranch Unit 1 Final Map

RESOLUTION NO. 76-06**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OAKLEY
MAKING FINDINGS AND APPROVING
SUBDIVISION 9027 BY HEARTWOOD COMMUNITIES, INC., LOCATED SOUTH OF
LAUREL ROAD AND EAST OF THE FUTURE EXTENSION OF ROSE AVENUE,
INCLUDING A REZONE, VESTING TENTATIVE MAP, DESIGN REVIEW AND A TREE
PERMIT AND CERTIFYING THE NEGATIVE DECLARATION RELATED THERE TO****FINDINGS**

A. Heartwood Communities, Inc., (herein referred to as "Applicant"), has submitted applications to develop approximately 29.1-acres, located on the south side of Laurel Road and east of the future extension of Rose Avenue, with 116 single-family lots and an approximately 2.1-acre public park (the "Project"). The Project application includes requests for approval of the following:

- Rezoning the property from General Agriculture (A-2) to P-1 (Planned Development);
- Vesting Tentative Map 9027, which would subdivide the two parcels into 116 single-family lots in two phases and an approximately 2.1-acre public park;
- Design Review to construct 116 single family homes, based on five floor plans, three elevation options for each, and associated landscaping and fencing and development of the park site; and
- A Tree Permit to allow for the removal of 2 trees from the Project site.

B. The Project site is designated Single-Family High (SH) in the Oakley 2020 General Plan. The proposed unit densities of the Project are consistent with those General Plan designations.

C. The City prepared a Negative Declaration dated March 23, 2006, which reflected the independent judgment of the City as to the potential environmental effects of the Project. The City circulated a Notice of Intent for the Mitigated Negative Declaration on March 24, 2006 (Exhibit A). The Notice of Intent was circulated for the required 30-day public review period, from March 24, 2006 through April 23, 2006.

D. On April 17, 2006, the Planning Commission held a properly noticed public hearing at which it received a report from City staff, oral and written testimony from the Applicants and the public, and deliberated on the applications. At the conclusion of its deliberations, the Commission took a straw vote and unanimously 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.

E. On April 17, 2006, the Planning Commission adopted a resolution (PC Resolution No. 10-06) recommending approval of the project to the City Council.

F. On May 8, 2006, the City Council held a properly noticed public hearing at which it received a report from City staff, oral and written testimony from the Applicants and the public, and deliberated on the applications. At the conclusion of its deliberations, the City Council took a vote and unanimously expressed its opinion that the applications should be approved, subject to the conditions recommended by staff and as revised by the Council during its deliberations.

G. On May 8, 2006, the City Council reviewed the proposed Ordinance and waived the reading and introduced the Ordinance to rezone the property from A-2 to P-1 (Planned Development).

H. These Findings are based on the City's General Plan, the City's Zoning and Subdivision Ordinances, and the information submitted to the City Council at its May 8, 2006 meeting, both written and oral, including oral information provided by the Applicant, as reflected in the minutes of such meetings, together with the documents contained in the file for the Subdivision (hereafter the "Record").

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

1. Regarding the rezoning of the Property from A-2 to P-1, the Council finds that:

a. The change in zoning will comply with the General Plan, which prescribes single-family development on the Project property with densities consistent with those proposed for the Project;

b. The uses proposed in the land use district are compatible within the district and to uses authorized in adjacent districts. All proposed uses within the district are for single-family housing, consistent with the allowable density range. Development on adjacent properties will also be residential; and

c. A community need has been demonstrated for the proposed use. The Project will result in the construction of additional housing units, which is necessary to meet demand in the community. The project will also provide additional park land which is currently an underserved need within the City.

2. Regarding the approval of Vesting Tentative Map 9027, the Council finds that the proposed subdivision, together with the provisions of its design and improvement, is consistent with the General Plan. The number of units, layout of lots and streets, identified improvements and dedications, and other technical requirements comply with the density prescribed by the General Plan and its applicable policies.

3. Regarding the approval of the Design Review of the Duarte Ranch Development (Subdivision #9027).

a. The proposed development of 116 single family homes is consistent with the General Plan designation.

b. The proposed development of 116 single family homes complies with all applicable Zoning regulations.

c. The proposed design and materials of the single family homes are compatible with the surrounding area.

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 take the following actions:

- Rezone the Project property from A-2 to P-1;
- Approve Vesting Tentative Map;
- Approve the Design Review; and
- Approve the Tree Permit.

BE IT FURTHER RESOLVED THAT, on the basis of the above Findings and the Record, the City Council approves the Applicant's request for the rezoning of the Property, the Vesting Tentative Map, the Design Review and the Tree Permit with the following conditions:

CONDITIONS OF APPROVAL

Rezone & Subdivision

1. This Rezone, Subdivision, Design Review and Tree Permit are approved, as shown on the exhibits (dated February 17, 2006) and attachments, and as modified by the following conditions of approval, subject to final review and approval by the Community Development Director.
2. This Subdivision, Design Review and Tree Permit approval shall be effectuated within a period of three (3) years from this date and if not effectuated shall expire on (three years from City Council approval). 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 (three years from City Council approval).
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.
4. The applicant shall work with the City's Park and Recreation Director and City Engineer to determine the feasibility of constructing a well in the neighborhood park.
5. The applicant shall revise Plan 4 to incorporate a single two-car garage door on the front elevation.

Development Standards

6. The plans submitted for the subdivision shall be consistent with the P-1 development standards for the Duarte Ranch subdivision, as follows:
- Minimum lot area: 6,000 square feet;
 - Minimum lot frontage: 30 feet at front of lot (in situations of cul-de-sac or knuckles)
 - Minimum lot width: 60 feet on average;
 - Minimum depth: 90 feet;
 - Minimum front yard setback: 20 feet, 15 feet to any single story porch elements;
 - Minimum side yard setback: 5 feet minimum, sum of both sides 15 feet; corner lots shall maintain a street side yard setback (secondary frontage) of 10 feet;
 - Minimum rear yard: 15 feet;
 - Maximum wall/fence height: 8 feet.

Final plot plans will be subject to review by the Planning Division for consistency with the Development Plan, dated February 17, 2006, conditions of approval as stated herein, and the City's Residential Guidelines.

Vesting Tentative Map

7. The applicant shall be responsible for coordination of an approved set of final park plans, consistent with the City's Master Plan for Parks and Recreation, for review and approval by the City's Parks and Recreation Director.
8. The 2.1 acres of parkland developed as part of this subdivision shall be used towards the park requirement for the subdivision. The park shall be developed turnkey and shall be completed prior to the issuance of the 58th building permit for the subdivision.
9. The neighborhood entry shall be identified by accent paving and a monument sign, as indicated on the Duarte Ranch landscape plans at the southeast corner of Laurel Road and Rose Avenue and at the entry at Rose Avenue and Duarte Ranch Way. Landscape plans with entry features shall be submitted for final review and approval by the Community Development Director. Accent paving and sound wall and retaining walls shall be indicated on both the improvement plans and landscape plans.

Landscaping and Fences

10. A final landscape and irrigation plan, consistent with the preliminary plans dated February 17, 2006, shall be submitted, prior to issuance of building permits. The landscape area between the sound wall and Laurel Road shall be landscaped consistent with the Residential Design Guidelines. Landscaping shall include a mix of low growing shrubs and groundcover within the parkway and between the sidewalk and the sound wall, shrubs and groundcover as well as vines shall be planted along the base of the sound wall.
11. Within the subdivision good neighbor fences shall be constructed of six-foot tall wood fences with steel posts or acceptable alternative as reviewed and approved by the City of Oakley. Fences at corner lots with secondary frontages and front facing connector fences (between houses), visible from the street, shall be

constructed with a 2-foot tall lattice top panel, consistent with the landscape plans submitted for the project.

12. An 8-foot tall masonry wall shall be constructed along the Laurel Road and Rose Avenue (wrapping to Duarte Ranch Way) frontage of the site, as indicated on the plans. Wall design with the ledgerstone stone pilasters. Design shall be reviewed and approved by the Community Development Director.
13. Landscaping shall conform to the Oakley Landscape Guidelines and the City's Water Conservation Landscape Ordinance 82-26 and shall be installed prior to final occupancy. The plan shall be prepared by a licensed landscape architect and shall be certified to be in compliance with the City's Water Conservation Ordinance.
14. California native drought tolerant plants shall be used as much as possible. All trees shall be a minimum fifteen-gallon size and all shrubs shall be a minimum five-gallon size, except as otherwise noted. At least 50% of the trees along Laurel Road, shall be 24-inch box trees or as indicated on approved plans.
15. Each lot shall have a minimum of two different types of trees along the street frontage, with the exception of corner lots, which shall have four.
16. The applicant shall maintain all landscaping until occupancy and shall annex the site into a landscaping and lighting district. The applicant is required to annex to a lighting and landscaping district and notify future homeowners by deed, notice of the fact that the land is within a landscaping and lighting district.

Tree Permit

17. a) The applicant shall retain trees 15-17 on-site per the recommendations included in the Tree Report, dated July, 2005. Recommendations for retaining these trees shall be implemented including meandering of the sidewalk along Laurel Road in such a manner that the walk is furthest as feasible from the tree trunk. Heritage trees (15, 16, 17) shall be replaced at a 3:1 ratio at 24-inch box in size or pay an in-lieu fee of \$75 per inch of trunk diameter, pursuant to the Zoning Ordinance, Tree Preservation Chapter 5-D-3B. Any tree replacement shall be above and beyond the street trees and park trees required for the development.

b) In phase 2, should the applicant determine that Trees 15, 16 or 17 require removal, the applicant shall prepare and submit a supplemental arborist report to examine the feasibility of transplanting one or all of the trees to the project corner at Laurel Road/Rose Avenue or at the Duarte Ranch park site."

Design Review

18. Final Design Review for this project shall be brought performed by Planning Staff at the time of building permit to confirm consistency with approved plans, the P-1 development standards for the project and Residential Design Guidelines.
19. The architectural and site plans shall be modified such that 40% of the garage doors shall have windows.

20. The use of stone and brick veneer shall be carried to the fence line per the review of the Community Development Director.
21. Trim shall be provided around all doors and windows.
22. Additional articulation shall be provided on the side and rear elevations of Plans 3-5 when adjacent to Laurel Road and Rose Avenue, per the review of the Community Development Director.
23. a) No more than 25% of the units within the subdivision shall have the same two story plan.

b) The applicant shall examine replacing a few of the Plan 1 units with a few single story plus loft (Plan 2) units on the corner lots to accommodate a wider 15-foot exterior side yard setback.
24. A revised development plan shall be submitted to the Planning Division prior to the release of Building Permits.
25. Media niches are not allowed within the five foot side yard setback.
26. a) Front yard setbacks shall vary from those of adjacent lots by at least 5 feet, for every three lots. Minimum setbacks may not be reduced to accommodate the variation in setbacks.

b) The applicant shall modify the architectural plans to specify concrete tile roofs. The applicant shall provide Planning staff with updated color boards, specifying the roof materials, style and color for each of the color schemes, for review and approval by the Planning Division, prior to submittal of building permits.

General

27. Noise generating construction activities, including such things as power generators, shall be limited to the hours of 7:30 a.m. to 5:30 p.m. Monday through Friday, and shall be prohibited on City, State and Federal Holidays. The restrictions on allowed working days may be modified on prior written approval by the Community Development Director.
28. Should archaeological materials be uncovered during grading, trenching or other on-site excavation(s), earthwork within 30 yards of these materials shall be stopped until a professional archaeologist who is certified by the Society of Professional Archaeology (SOPA) has had an opportunity to evaluate the significance of the find and suggest appropriate mitigation(s), if deemed necessary.
29. A State-certified lead-based paint (LBP) and asbestos professional shall perform a LBP and asbestos survey on the residences for testing and confirmation of asbestos within and around the structure, and proper removal shall be completed, prior to approval of the demolition permit through the Building Division.

The abatement contractor shall provide confirmation of the removal prior to issuance of the demolition permit.

30. Pre-construction surveys for burrowing owls, consistent with Department of Fish and Game protocol, shall be conducted prior to construction by a qualified biologist prior to the start of any work on-site and a report submitted to the Planning Division.
31. The applicant shall ensure that the terminus of Lateral 7.1 is protected and replaced before any construction begins at the site. Plans shall be routed by the applicant to CCWD for review, prior to construction at the site. Modifications to the line shall be included on the improvement plans for review and approval by the Public Works and Engineering Division.
32. Prepare and submit a supplemental memo from geotechnical engineer indicating the results of subsequent soil testing (using two borings, approx. 40 feet down) in the limited area of elevated phosphorous levels to confirm that phosphorous levels have been reduced since the earlier testing and report, prior to obtaining grading permit.
33. The street names shall be approved by the Community Development Department and the East Contra Costa Fire District.
34. 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 zon guns and aerial crop dusting and certain animals, including equestrian trails as well as flies may exist on surrounding properties. This statement is again, notification that this is part of the agricultural way of life in the open space areas of the City of Oakley and you should be fully aware of this at the time of purchase."

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.

35. 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."

36. 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).

Public Works and Engineering Conditions

Applicant shall comply with the requirements of City Municipal Code. Any Code exceptions must be stipulated in these Conditions of Approval. Conditions of Approval are based on the site plan received by the Community Development Department on February 21, 2006.

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

General:

37. 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 including treatment areas such as drywells to be incorporated in the front yards if necessary, 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 Stormwater C.3 Guidebook.
38. 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.
39. Submit grading plans including erosion control measures and revegetation 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.
40. 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.
41. 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.

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

On-Site Roadway Improvements:

43. Construct the frontage of Laurel Road to City public road standards for an eighty-two foot curb to curb roadway within a one hundred and thirty-eight foot right of way including a sixteen foot wide landscaped median, curb, six-foot detached sidewalk (meandering within the landscape area so that the minimum landscape width is no less than six feet), parkway strip, right of way landscaping, necessary longitudinal and transverse drainage, pavement widening, and conforms to existing improvements. The face of curb shall be located 41 feet from the centerline. The Laurel Road improvements adjacent to Phase 2 shall be constructed as part of Phase 1, and the vertical alignment of Laurel Road shall be in accordance with the Laurel Road Precise Alignment as adopted by the City Council via Resolution 63-03. Any conforms to existing improvements must take place outside of the limits of the project. The center median and inside lane are included in the City's Traffic Impact Fee Program and may be eligible for credit or reimbursement subject to a future reimbursement agreement. At this time it is the City's intent to use the Traffic Impact Fees from the project to offset any credit or reimbursement, but any such agreement must be approved by the City Council prior to approving the final map for the costs to be creditable or reimbursable.
44. Construct the frontage of Rose Avenue to City public road standards for a forty foot wide curb to curb roadway within a seventy six foot right of way, including curb, gutter, six-foot detached sidewalk (separated from the face of curb by six feet), landscaped parkway, right of way landscaping behind the sidewalk, necessary longitudinal and transverse drainage, pavement widening, and conforms to existing improvements. The face of curb shall be located twenty feet from the existing centerline. Any conforms to existing improvements must take place outside of the limits of the project. The applicant shall reimburse the City and/or the developer of Subdivision 8541 for any frontage improvement costs expended prior to final map approval for this project.
45. Reimburse the developer of Subdivision 8541 for any frontage improvement costs for the north side of Barn Dance Way expended prior to final map approval for this project pursuant to Condition of Approval 46.B of Resolution 82-03.
46. Construct the planned traffic signal at the intersection of Laurel Road and Rose Avenue. The construction of the signal shall be supported by a traffic signal warrants analysis to be completed in conjunction with the improvement plans for the project and the analysis is subject to the review and approval of the City Engineer. If the warrants analysis does not conclude that the traffic signal is needed at that time the developer shall not be required to construct the signal but shall install conduits and other necessary appurtenances to allow the signal to be constructed at a later date with minimal impacts. The design and construction of the traffic signal is subject to the review and approval of the City Engineer and the signal may be required to allow for future interconnection with other traffic signals in either corridor. The construction of the traffic signal may be eligible for credits or reimbursements from the City's Traffic Impact Fee Program, future development, or previously collected deposits subject to the policies, procedures, and eligible

projects of the Program. When placement of curb returns, poles and equipment is not feasible at the ultimate location the improvements will not be eligible for Traffic Impact Fee credits.

47. Construct a bus turnout on the south side of Laurel Road just east of Rose Avenue. The turnout shall be consistent with Tri Delta Transit and City standards and shall include any necessary shelters and appurtenances. The right of way adjacent to the turnout shall be widened so that the landscaping width is consistent with the remainder of the frontage.
48. Construct the project streets to City public road standards and as shown on the Tentative Maps with the following exceptions:
 - A. The minimum street grade may be lowered from the standard 1% to 0.75% provided that the project proponent demonstrates that the City's drainage standards can be achieved.
49. 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.
50. Install traffic control devices such as stop signs and other signing and striping on the project streets to the satisfaction of the City Engineer.
51. The applicant shall work with the City Engineer regarding traffic calming.
52. Install standard street barricades at the Phase 1 terminus of Mosswood Drive and Rose Hollow Drive. The barricades shall include a sign notifying residents that the streets are planned to be extended in the future, and a deed notification shall be recorded for Lots 1, 2, 3, 75, 76, 77, 101, 102, and 103 advising those owners of the possibility for future extension.
53. 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 emergency vehicle access, temporary turn-around facilities, and access to the occupied lots.
54. Design all public and private pedestrian facilities in accordance with Title 24 (Handicap Access) and the Americans with Disabilities Act.

Off-Site Roadway Improvements:

55. Construct the north side of Laurel Road from the west side of the Rose Avenue intersection to Mellowood Drive to City public road standards for an eighty-two foot curb to curb roadway including a sixteen foot wide landscaped median, curb, necessary longitudinal and transverse drainage, pavement widening, streetlights, and conforms to existing improvements. The face of curb shall be located forty-one feet from the centerline, and the half-width right of way shall be forty-six feet. The

vertical alignment of Laurel Road shall be in accordance with the Laurel Road Precise Alignment as adopted by the City Council via Resolution 63-03. Any conforms to existing improvements must take place outside of the limits of the project. The center median and inside lane are included in the City's Traffic Impact Fee Program and may be eligible for credit or reimbursement subject to a future reimbursement agreement. At this time it is the City's intent to use the Traffic Impact Fees from the project to offset any credit or reimbursement, but any such agreement must be approved by the City Council prior to approving the final map for the costs to be creditable or reimbursable. The outside lane and curb would be required if the adjacent parcels were to develop in the future, so the applicant will be required to fund the work and if an application for development on any of the parcels has been filed prior to construction the City reserves the right to require future developments to pay the applicant back their pro-rata share of the construction costs. Otherwise the City shall credit or reimburse the applicant for the eligible costs subject to a future agreement that must be approved by the City Council prior to approving the final map.

56. Construct the west side of Rose Avenue from Laurel Road to Longhorn Way to City public road standards for a forty foot curb to curb roadway including curb, a six-foot wide parkway, a six-foot wide detached sidewalk, necessary longitudinal and transverse drainage, pavement widening, streetlights, and conforms to existing improvements. The face of curb shall be located twenty feet from the centerline, the half-width right of way shall be thirty-two feet, and the right of way landscaping behind the sidewalk will not be required with this project. Any conforms to existing improvements must take place outside of the limits of the project. These improvements would be required if the adjacent parcels were to develop in the future, so the applicant will be required to fund the work and if an application for development on any of the parcels has been filed prior to construction the City reserves the right to require future developments to pay the applicant back their pro-rata share of the construction costs. Otherwise the City shall credit or reimburse the applicant for the eligible costs subject to a future reimbursement agreement that must be approved by the City Council prior to approving the final map.

Road Alignment/Sight Distance:

57. Submit a preliminary plan and profile to the City Engineer for review showing all required improvements to Laurel Road. The sketch plan shall be to scale, show horizontal and vertical alignments, transitions, curb lines, lane striping and cross sections and shall provide sight distance for a design speed of 55 miles per hour. The plan shall extend a minimum of 150 feet \pm beyond the limits of the proposed work.

Road and Easement Dedications:

58. Convey to the City, by offer of dedication, the right of way for the planned ultimate half width of sixty-nine feet along the Laurel Road project frontage, including any necessary widening for the required median and bus turnout. In addition the applicant shall acquire the necessary off-site right of way along the north side of Laurel Road to accommodate the forty-six foot half-width. Portions of the off-site right of way are included in the City's Traffic Impact Fee Program and may be eligible for credit and reimbursement subject to a future agreement. At this time it is

the City's intent to use the Traffic Impact Fees from the project to offset any credit or reimbursement, but any such agreement must be approved by the City Council prior to approving the final map for the costs to be creditable or reimbursable. The acquisition of off-site rights of way shall be in accordance with Section 66462.5 of the Government Code. If the City is required to acquire the property rights the applicant will enter into an agreement with the City regarding the City efforts including all staff, legal, consultant, administrative, and acquisition costs.

59. Convey to the City, by offer of dedication, the right of way for Rose Avenue for the planned ultimate width of thirty-eight feet along the project frontage. In addition the applicant shall acquire the necessary off-site right of way along the west side of Rose Avenue to accommodate the thirty-two foot half-width.
60. Convey to the City, by Offer of Dedication, the right of way for the project streets.
61. 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.
62. Relinquish abutter's rights for non-primary frontages to the satisfaction of the City Engineer.

Street Lights:

63. Install streetlights along all project streets, Laurel Road and Rose Avenue. 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 on the project streets and Rose Avenue shall be decorative per City standards and the lights along Laurel Road shall be General Electric double mast arm "cobra head" style and located within the median.

Grading:

64. 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.
65. 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.

66. 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.
67. 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.
68. Submit a dust and litter control plan to the City Engineer prior to beginning any construction activities.
69. 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.
70. 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.
71. 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.
72. 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:

73. Underground all new and existing utility distribution facilities, including those along the frontage of Laurel Road and Rose Avenue. 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.
74. 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.

Drainage Improvements:

75. 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.
76. 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.
77. Design and construct all storm drainage facilities in compliance with the Ordinance Code and City design standards.
78. Prevent storm drainage from draining across the sidewalk(s) and driveway(s) in a concentrated manner.
79. Dedicate a public drainage easement over the drainage system that conveys storm water run-off from public streets.
80. Convey to the City, by offer of dedication, Parcel B for open space and park development.

Landscaping in the Public Right of Way:

81. Install public right of way landscaping along the Laurel Road and Rose Avenue frontages prior to issuance of the 58th building permit.
82. 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):

83. 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 standards.

- Construct concrete driveway weakened plane joints at angles to assist in directing run-off to landscaped/pervious areas prior to entering the street curb and gutter.
- Distribute public information items regarding the Clean Water Program to buyers.
- Other alternatives as approved by the City Engineer.

Fees and Assessments:

84. 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); and
- 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).
- 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.

85. 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.

86. 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.

87. 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.

88. 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.

89. 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.

90. 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.

91. 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.
92. Participate in the City's South Oakley Infrastructure Master Plan both by cooperating with the City's consultant team in the design and implementation of specific infrastructure projects and by providing this project's fair share contribution to the costs of preparing the study. The fair share contribution shall be paid in accordance with Resolution 52-03.

ADVISORY NOTES

THE FOLLOWING ADVISORY NOTES ARE PROVIDED TO THE APPLICANT AS A COURTESY BUT ARE NOT A PART OF THE CONDITIONS OF APPROVAL. ADVISORY NOTES ARE PROVIDED FOR THE PURPOSE OF INFORMING THE APPLICANT OF ADDITIONAL ORDINANCE REQUIREMENTS THAT MUST BE MET IN ORDER TO PROCEED WITH DEVELOPMENT.

- A. The applicant/owner should be aware of the expiration dates and renewing requirements prior to requesting building or grading permits.
- B. The project will require a grading permit pursuant to the Ordinance Code.
- C. Applicant shall comply with the requirements of Ironhouse Sanitary District.
- D. The applicant shall comply with the requirements of the Diablo Water District.
- E. Comply with the requirements of the East Contra Costa Fire Protection District.
- F. Comply with the requirements of the Building Inspection Division. Building permits are required prior to the construction of most structures.
- G. This project may be subject to the requirements of the Department of Fish and 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.
- H. This project may be subject to the requirements of the Army Corps of Engineers. It is the applicant's responsibility to notify the appropriate district of the Corps of Engineers to determine if a permit is required, and if it can be obtained.

- I. The applicant shall obtain an encroachment permit for construction within existing City rights of way.
- J. The applicant shall obtain an encroachment permit from Caltrans for construction within the State right of way.

Fire District

- 1. The conditions included in Exhibit B.

PASSED AND ADOPTED by the City Council of the City of Oakley at a meeting held on the 8th day of May, 2006, by the following vote:

AYES: Anderson, Connelley, Nix, Rios, Romick

NOES: None

ABSTENTIONS: None

ABSENT: None

APPROVED:



MAYOR

ATTEST:


CITY CLERK

**CITY OF OAKLEY
SUBDIVISION IMPROVEMENT AGREEMENT
SUBDIVISION 9027**

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 ALBERT D. SEENO CONSTRUCTION CO., a California limited partnership hereinafter referred to as "DEVELOPER".

RECITALS

WHEREAS, it has been determined by the City Council of the City of Oakley, State of California, that most of the improvements for Subdivision 9027, Duarte Ranch Unit 1 have been completed and that DEVELOPER, the subdivider of Subdivision 9027 Duarte Ranch Unit 1, desires to complete improvements (hereafter "The Improvements") required by the conditions of approval for the project as adopted by the City of Oakley City Council via Resolution Numbers 76-06 and 131-15 in accordance with the requirements and conditions set forth in approvals, the requirements of the Subdivision Map Act of the State of California, and those certain plans and specifications for said development approved by CITY and titled Grading Plans "Duarte Ranch" Subdivision 9027 and Improvement Plans Duarte Ranch Unit 1 as prepared by Isakson and Associates, Inc. and Storm Basin Landscape and Irrigation Plans as prepared by Thomas Baak and 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 Numbers 76-06 and 131-15 have been satisfied, but nevertheless, DEVELOPER desires to file a final map. The satisfaction of all COA are the subject of this Agreement and DEVELOPER's agreement to satisfy all COA and construct the Improvements 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 complete the installation of the improvements (both public and private), landscaping, and such other improvements (including appurtenant equipment) as required as conditions of approval of Tentative Map

9027 as set forth in Exhibits A and B to this Agreement, which is incorporated herein as if set forth at this point, or as otherwise required in the subdivision ordinance. In the event that any provision of this Agreement conflict with the provisions of Exhibits A and B the provisions of Exhibits A and B shall prevail to the extent that the conflicting provision in Exhibits A and B requires a greater or more extensive improvement or expenditure, or to the extent that that provision extends DEVELOPER's obligations over a greater period of time than the specific provision set forth herein. Such improvements shall also be made in conformance with the City of Oakley Municipal Code and Contra Costa County Ordinance Code as adopted and enforced by the City of Oakley.

DEVELOPER will commence construction of The Improvements within 90 days following the date on which CITY executes this Agreement. DEVELOPER shall complete said work not later than 18 months following said date of execution 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

The estimated costs of constructing the improvements required by this Agreement are agreed to be: (a) Grading \$143,582; (b) Public Improvements \$795,620, (c) Bio-retention (C.3) Basins Landscaping and Irrigation, \$54,351 and (d) Park Improvements, \$1,071,500. Said amounts include costs and reasonable expenses and fees which may be incurred in enforcing the obligation secured.

Rough grading of the entire site was performed and bonded under Grading Permit #ENG 2016-1763 and was completed prior to execution of this agreement. Park improvements are required to be completed prior to issuance of the 58th building permit so a separate Park Improvement Agreement will be executed and no bonds are required at this time.

3. Bonds Furnished.

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

- a. Faithful Performance. Either a cash deposit, a corporate surety bond issued by a company duly and legally licensed to conduct a general surety business in the State of California, or an instrument of credit equivalent to one hundred percent (100%) of the estimates set forth in Paragraph 2 and sufficient to assure CITY that The Improvements will be satisfactorily completed.
- b. Labor and Materials. Either a cash deposit, a corporate surety bond issued by a company duly and legally licensed to conduct a general surety business in the State of California, or an instrument of credit equivalent to fifty percent (50%) of the estimate set forth in Paragraph 2 and sufficient to assure CITY that DEVELOPER's contractors, subcontractors, and other persons furnishing labor, materials, or equipment shall be paid therefor.

CITY shall be the sole indemnitee named on any instrument required by this Agreement. Any instrument or deposit required herein shall conform with the provisions of Chapter 5 of the Subdivision Map Act.

4. Insurance Required.

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

5. Work Performance and Guarantee.

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

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

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

6. Inspection of the Work.

DEVELOPER shall guarantee free access to CITY through its City Engineer and his designated representative for the safe and convenient inspection of the work throughout its construction. Said CITY representative shall have the authority to reject all materials and workmanship which are not in accordance with the plans and specifications, and all such materials and or work shall be removed promptly by DEVELOPER and replaced to the satisfaction of

CITY without any expense to CITY in strict accordance with the improvement plans and specifications.

7. Agreement Assignment.

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

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:

Albert D. Seeno Construction Co.
Attn: Legal Department
4021 Port Chicago Highway
Concord, CA 94520

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.

Concurrent 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.

8. 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 units located within the project 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.

9. 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 project 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.

10. 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 have been completed.

11. 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.

12. 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 save 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 2 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 project, 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.
- 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 1.

13. 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.

APPROVED AS TO FORM:

CITY OF OAKLEY

Derek P. Cole, City Attorney

Bryan H. Montgomery, City Manager

ATTEST:

Libby Vreonis, City Clerk

DEVELOPER:

**Albert D. Seeno Construction
Co., A California Limited
Partnership**

**By Albert D. Seeno Co., Inc., A
California Corporation, General
Partner**

By: _____
Albert D. Seeno, Jr., President

- Exhibits:
- Exhibit A - City of Oakley, City Council, Resolution 76-06
 - Exhibit B - City of Oakley, City Council, Resolution 131-15
 - Exhibit C - Insurance Requirements
 - Exhibit D - Verification of Required Insurance
 - Exhibit E - Prevailing Wage

EXHIBIT A
(RESOLUTION 76-06)

EXHIBIT B
(RESOLUTION 131-15)

EXHIBIT C

SPECIFIC INSURANCE REQUIREMENTS AND REQUIRED POLICY LIMITS

Developer shall procure and maintain for the duration of its project 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 developer, his agents, representatives, employees or subcontractors in types and amounts listed below.

(a) Prior to the commencement of any work, SUBDIVIDER shall furnish to the CITY, a certificate of insurance establishing satisfactory evidence of a **project specific** policy of liability insurance which shall be maintained at all times during the performance of their Agreement and until the acceptance of improvements by the City Council, in form and by a responsible company satisfactory to the CITY, insuring that the CITY, its officers, agents, and employees are held harmless and indemnified against loss or liability arising out of the condition of the premises or any of the work to be performed under this agreement by SUBDIVIDER, including all costs of defending any claim arising as a result thereof. All insurance companies affording coverage to the SUBDIVIDER shall be required to add the City of Oakley as **"additional insured"** under the insurance policy for all work performed in accordance with this Agreement. Said policy or policies shall provide that the coverage afforded thereby shall be primary coverage to the full limit of liability stated in the declarations, and that if any of the CITY insureds have other insurance against the loss covered by said policy or policies, the other insurance shall be excess only. Said policy or policies shall provide for insurance in accordance with CITY requires minimum limits in the amount of Five Million Dollars (\$5,000,000) for bodily injury or death, each person, and Five Million Dollars (\$5,000,000) for bodily injury or death, aggregate, and Five Million Dollars (\$5,000,000) for property damage, aggregate. All insurance companies affording coverage to the SUBDIVIDER shall be insurance organizations authorized by the Insurance Commissioner of the State Department of Insurance to transact business of insurance in the State of California acceptable to the City Attorney, preferable with a Best's rating of not less than A:VII. Each policy shall contain an endorsement that said policy shall not be cancelled or coverage reduced except upon thirty (30) days advance written notice thereof to the CITY. Subdivider shall require its general contractor(s) and/or subcontractor(s) to obtain satisfactory insurance (Commercial General Liability) and add the City of Oakley as "additional insured" under the policy. The City of Oakley requires \$2,000,000 commercial general liability for property damage and \$2,000,000 for bodily injury or death, aggregate, and the City shall be sent copies of the insurance certificates and additional insured endorsements for review and file. In addition, it shall be the responsibility of the SUBDIVIDER to

ensure all Contractors and/or Subcontractors compliance with the insurance requirement as outlined in this section.

(b) **Worker's Compensation Insurance.** SUBDIVIDER shall take out and maintain, during the life of this agreement, Workers' Compensation insurance for all SUBDIVIDER'S employees employed at the site of all public Improvements, and in case any work is sublet, SUBDIVIDER shall require any general contractor or subcontractor similarly to provide Workers' Compensation insurance for contractor's or subcontractor's employees, unless such employees are covered by the protection afforded by SUBDIVIDER. In case any class of employees engaged in work under this Agreement at the site of the project is not protected under any Workers' Compensation law, SUBDIVIDER shall provide, and shall cause each contractor and subcontractor to provide, adequate insurance for the protection of employees not otherwise protected. Contractor hereby indemnifies CITY for any damage resulting to it from failure of either SUBDIVIDER, its agents, employees, contractor, or subcontractor to take out or maintain such insurance.

Other insurance provisions

The Commercial General Liability and Automobile Liability 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 insured as respects: liability arising out of work or operations as performed by or on behalf of contractor; or automobiles owned, leased, hired or borrowed by the contractor.

Waiver of Subrogation: The Workers' Compensation policy is to be endorsed with a waiver of subrogation. The insurance company, in its endorsement, agrees to waive all rights of subrogation against the City, its officers, officials, employees and volunteers for losses paid under the terms of this policy which arises from the work performed by the named insured for the City.

EXHIBIT D

(VERIFICATION OF REQUIRED INSURANCE)

EXHIBIT E

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.

RESOLUTION NO. XX-17

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OAKLEY APPROVING THE SUBDIVISION IMPROVEMENT AGREEMENT WITH ALBERT D. SEENO CONSTRUCTION CO., A CALIFORNIA LIMITED PARTNERSHIP FOR SUBDIVISION 9027 DUARTE RANCH UNIT 1 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 Albert D. Seeno Construction Co., a California limited partnership (Seeno Construction) for the development of a residential subdivision known as Subdivision 9027 Duarte Ranch Unit 1; and

WHEREAS, this agreement will require the developer to complete approximately \$993,600 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 Seeno Construction is hereby approved and the City Manager is hereby authorized to execute the Subdivision Improvement Agreement for the development of Subdivision 9027 Duarte Ranch Unit 1 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 9027 DUARTE RANCH UNIT
1**

WHEREAS, Albert D. Seeno Construction Co., a California limited partnership (Seeno Construction) has satisfied the necessary conditions of approval for Subdivision 9027 Duarte Ranch Unit 1, as approved by the City Council on May 8, 2006 by Resolution Number 76-06; 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 9027 Duarte Ranch Unit 1", as prepared by Isakson & Associates, 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

SUBDIVISION 9027

"DUARTE RANCH UNIT 1"
 BEING ALL OF PARCEL A OF THAT
 CERTAIN PARCEL MAP RECORDED IN
 BOOK 199 OF PARCEL MAPS AT PAGE 7,
 CONTRA COSTA COUNTY RECORDS.

CITY OF OAKLEY
 CONTRA COSTA COUNTY, CALIFORNIA

ISAKSON & ASSOCIATES INC
 CIVIL ENGINEERING & LAND SURVEYING
 2255 YGNACIO VALLEY ROAD SUITE 'C'
 WALNUT CREEK, CALIFORNIA

NOVEMBER, 2016

OWNER'S STATEMENT

THE UNDERSIGNED, BEING THE ONLY PARTY HAVING A RECORD TITLE INTEREST IN THE LANDS DELINEATED WITHIN THE HEAVY BLACK LINE UPON THIS MAP, DOES HEREBY CONSENT TO THE PREPARATION AND RECORDATION OF THE SAME; AND DOES HEREBY DEDICATE IN FEE TO THE PUBLIC FOR PUBLIC USE AND TO THE CITY OF OAKLEY, FOR ROADWAY PURPOSES THOSE PORTIONS OF SAID LANDS DESIGNATED ON SAID MAP AS: STONE MOUNTAIN DRIVE, SAPPHIRE PARKWAY, DIAMOND PEAK LANE, RUBY HILL LANE, MOSSWOOD DRIVE, AND STERLING WAY.

THE AREA DESIGNATED AS PARCEL 'A' WILL BE DEEDED TO THE CITY OF OAKLEY BY SEPARATE INSTRUMENT UPON COMPLETION OF IMPROVEMENTS AND TO THE PUBLIC TO BE USED EXCLUSIVELY FOR PARK PURPOSES.

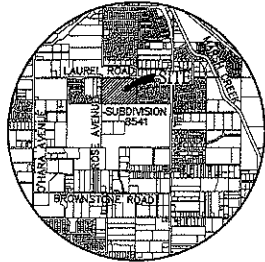
PARCELS 'C' & 'D' WILL BE DEEDED TO THE CITY OF OAKLEY BY SEPARATE INSTRUMENT UPON COMPLETION OF IMPROVEMENTS TO BE USED EXCLUSIVELY FOR STORM DRAINAGE PURPOSES AND IN THOSE AREAS DEPICTED HEREON BY THE SYMBOL |||||||.

THE UNDERSIGNED FURTHER RELINQUISH TO THE CITY OF OAKLEY ALL ABUTTERS RIGHTS OF ACCESS ALONG THE PROPERTY LINES ADJACENT TO LAUREL ROAD AND ROSE AVENUE AND IN THOSE AREAS DEPICTED HEREON BY THE SYMBOL |||||||.

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

ALBERT D. SEENO CONSTRUCTION CO., A CALIFORNIA LIMITED PARTNERSHIP
 BY ALBERT D. SEENO CONSTRUCTION CO., INC., A CALIFORNIA CORPORATION, GENERAL PARTNER.

DATE: _____
 BY: ALBERT D. SEENO, JR.
 PRESIDENT



VICINITY MAP
 NOT TO SCALE

CLERK OF THE BOARD OF SUPERVISORS' STATEMENT

I STATE THAT WHICH IS CHECKED BELOW:

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

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

BY: _____
 DEPUTY CLERK

 (PRINT NAME)

COUNTY RECORDER'S STATEMENT

THIS MAP ENTITLED "SUBDIVISION 9027, DUARTE RANCH UNIT 1" IS HEREBY ACCEPTED FOR RECORDATION SHOWING A CLEAR TITLE PER LETTER OF TITLE MADE BY OLD REPUBLIC TITLE COMPANY, DATED THE _____ DAY OF _____, 20____, AND AFTER EXAMINING THE SAME I DEEM THAT SAID MAP COMPLIES IN ALL RESPECTS WITH THE PROVISIONS OF STATE LAW AND LOCAL ORDINANCES GOVERNING THE FILING OF SUBDIVISION MAPS.

FILED THIS ___ DAY OF _____, 2017, AT _____ M. IN BOOK _____ OF MAPS,
 AT PAGE _____, AT THE REQUEST OF OLD REPUBLIC TITLE COMPANY.

JOSEPH E. CANCEMILLA
 COUNTY RECORDER
 COUNTY OF CONTRA COSTA
 STATE OF CALIFORNIA

BY: _____
 DEPUTY COUNTY RECORDER

 (PRINT NAME)

ACKNOWLEDGEMENT

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

STATE OF CALIFORNIA)
 COUNTY OF CONTRA COSTA) SS

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

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

WITNESS MY HAND AND OFFICIAL SEAL

SIGNATURE OF NOTARY: _____

NAME (PRINTED OR TYPED): _____

MY COMMISSION EXPIRES: _____

COUNTY OF NOTARY: _____

PRINCIPAL PLACE OF BUSINESS: _____

SIGNATURE OMISSIONS

PURSUANT TO SECTION 66436 OF THE SUBDIVISION MAP ACT, THE SIGNATURES OF THE FOLLOWING OWNERS OF EASEMENTS AND/OR OTHER INTERESTS HAVE BEEN OMITTED. THEIR INTERESTS BEING SUCH THAT THEY CANNOT RIPEN INTO A FEE.

- 1) OFFER OF DEDICATION IN FAVOR OF CONTRA COSTA COUNTY RECORDED OCTOBER 8, 1981 81-132081
- 2) OFFER OF DEDICATION IN FAVOR OF THE CITY OF OAKLEY RECORDED DECEMBER 29, 2005 2005-498710

SUBDIVISION 9027

"DUARTE RANCH UNIT 1"
BEING ALL OF PARCEL A OF THAT
CERTAIN PARCEL MAP RECORDED IN
BOOK 199 OF PARCEL MAPS AT PAGE 7,
CONTRA COSTA COUNTY RECORDS.

CITY OF OAKLEY
CONTRA COSTA COUNTY, CALIFORNIA

ISAKSON & ASSOCIATES INC
CIVIL ENGINEERING & LAND SURVEYING
2255 YONAGUO VALLEY ROAD SUITE 'C'
WALNUT CREEK, CALIFORNIA

NOVEMBER, 2016

TRUSTEE'S STATEMENT

THE UNDERSIGNED AS TRUSTEE UNDER THE DEEDS OF TRUST RECORDED MARCH 17, 2008 IN OFFICIAL RECORDS, UNDER RECORDER'S SERIAL NUMBER 2048-56262, (AS AMENDED, MODIFIED OR RE-STARTED FROM TIME TO TIME) DOES HEREBY JOIN IN AND CONSENT TO THE EXECUTION OF THE FOREGOING OWNER'S STATEMENT AND TO THE PREPARATION AND RECORDATION OF THIS MAP AND ALL DEEDING AND DEDICATION THEREON.

AMERICAN SECURITIES COMPANY, A CALIFORNIA CORPORATION

BY: _____ DATE: _____

PRINTED NAME: _____

TITLE: _____

ACKNOWLEDGEMENT

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

STATE OF CALIFORNIA)
COUNTY OF CONTRA COSTA) SS

ON _____ BEFORE ME, _____, A NOTARY PUBLIC, PERSONALLY APPEARED _____ WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE/SHE/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 IS TRUE AND CORRECT.

WITNESS MY HAND AND OFFICIAL SEAL

SIGNATURE OF NOTARY: _____

NAME (PRINTED OR TYPED): _____

MY COMMISSION EXPIRES: _____

COUNTY OF NOTARY: _____

PRINCIPAL PLACE OF BUSINESS: _____

CITY SURVEYOR'S STATEMENT

I, FRANCIS J. KENNEDY, CITY SURVEYOR OF THE CITY OF OAKLEY, DO HEREBY STATE THAT I HAVE EXAMINED THIS MAP ENTITLED "SUBDIVISION 9027, DUARTE RANCH UNIT 1" AND AM SATISFIED THAT SAID MAP IS TECHNICALLY CORRECT.

DATE: _____

FRANCIS J. KENNEDY
CITY SURVEYOR,
CITY OF OAKLEY
CONTRA COSTA COUNTY,
STATE OF CALIFORNIA
R.C.E. NO. 21771

ENGINEER'S STATEMENT

THIS MAP WAS PREPARED BY ME OR UNDER MY DIRECTION AND IS BASED UPON A FIELD SURVEY IN CONFORMANCE WITH THE SUBDIVISION MAP ACT AND LOCAL ORDINANCE AT THE REQUEST OF ALBERT D. SEENO CONSTRUCTION CO., A CALIFORNIA LIMITED PARTNERSHIP, ON _____ AND IS TRUE AND COMPLETE AS SHOWN. I HEREBY STATE THAT THIS FINAL MAP SUBSTANTIALLY CONFORMS TO THE CONDITIONALLY APPROVED TENTATIVE MAP.

I FURTHER STATE THAT THE MONUMENTS SHOWN HEREON ARE OF THE CHARACTER AND OCCUPY THE POSITIONS INDICATED, OR WILL BE SET IN THOSE POSITIONS ON OR BEFORE DECEMBER 2017, AND WILL BE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED.

THE SUBDIVISION CONTAINS 23.46 ACRES MORE OR LESS, AND LIES WITHIN THE CITY OF OAKLEY, COUNTY OF CONTRA COSTA, STATE OF CALIFORNIA.

ALL BEARINGS ON THIS MAP ARE BASED ON THE CALIFORNIA COORDINATE SYSTEM ZONE III (C.C.S.Z. 7).

DATE: 12-20-16

DAVID O. ISAKSON,
R.C.E. 21764



CERTIFICATE OF DEDICATION FOR SAME PUBLIC PURPOSE

ALBERT D. SEENO CONSTRUCTION CO., A CALIFORNIA LIMITED PARTNERSHIP, (4021 PORT CHICAGO HWY., CONCORD, CA. 94524) IS DEDICATING HEREON CERTAIN PUBLIC RIGHTS OF WAY FOR SAPPHIRE PARKWAY, STONE MOUNTAIN DRIVE, DIAMOND PEAK LANE, RUBY HILL LANE, MOSSWOOD DRIVE, AND STERLING WAY AND BASEMENTS FOR PUBLIC UTILITIES. THE CITY OF OAKLEY SHALL RECONVEY THE PROPERTY TO ALBERT D. SEENO CONSTRUCTION CO., A CALIFORNIA LIMITED PARTNERSHIP, 4021 PORT CHICAGO HWY., CONCORD, CA. 94524, 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 SAME PUBLIC PURPOSE FOR WHICH THE PROPERTY OR ANY PORTION THEREOF WAS DEDICATED DOES NOT EXIST, OR THE PROPERTY IS NOT NEEDED FOR PUBLIC UTILITIES.

CITY COUNCIL STATEMENT

I, KOUROSH ROHANI, PUBLIC WORKS DIRECTOR OF THE CITY OF OAKLEY, HEREBY STATE THAT THE CITY COUNCIL OF THE CITY OF OAKLEY HAS APPROVED THE TENTATIVE MAP FOR "SUBDIVISION 9027" BY RESOLUTION NO. 76-06 DATED MAY 8, 2006, WHICH INCLUDES THIS SUBDIVISION, UPON WHICH THIS FINAL MAP WAS BASED.

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

DATE

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 "SUBDIVISION 9027, DUARTE RANCH UNIT 1" CONSISTING OF SIX (6) SHEETS, THIS STATEMENT BEING ON SHEET TWO (2) THEREOF, WAS PRESENTED TO THE CITY COUNCIL, AS

PROVIDED BY LAW, AT A REGULAR MEETING THEREOF HELD ON THE _____ DAY OF _____, 2017,

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 STREETS, ROADS, DRIVES, WAYS, LANES AND AVENUES, OR EASEMENTS SHOWN THEREON AS DEDICATED FOR PUBLIC USE AND DO HEREBY ABANDON AND TERMINATE, PURSUANT TO SECTION 66434. (g) OF THE SUBDIVISION MAP ACT, THAT CERTAIN DRAINAGE EASEMENT DEDICATED AND ACCEPTED BY CONTRA COSTA COUNTY PREDECESSOR IN INTEREST TO THE CITY OF OAKLEY, RECORDED 10/8/1981, BOOK 10528, PAGE 672, BY THE RECORDING OF THIS MAP.

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

_____, 2017.

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

GEOTECHNICAL SOILS REPORT

A SOILS REPORT HAS BEEN PREPARED BY ENGEQ INC., PROJECT NO. 7669.2.001.01 DATED APRIL 4, 2007, AND IS ON FILE IN THE OFFICE OF THE CITY ENGINEER OF THE CITY OF OAKLEY, COUNTY OF CONTRA COSTA, STATE OF CALIFORNIA

DATE: _____

KOUROSH ROHANI
CITY ENGINEER, CITY OF OAKLEY
R.C.E. NO. 51138
STATE OF CALIFORNIA

CITY ENGINEER'S STATEMENT

I, KOUROSH ROHANI, CITY ENGINEER OF THE CITY OF OAKLEY, DO HEREBY STATE THAT I HAVE EXAMINED THIS MAP ENTITLED "SUBDIVISION 9027, DUARTE RANCH UNIT 1" THAT SAID SUBDIVISION AS SHOWN IS IN SUBSTANTIAL CONFORMANCE WITH THE TENTATIVE MAP APPROVED BY THE CITY COUNCIL OF THE CITY OF OAKLEY ON MAY 8, 2006; 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: _____

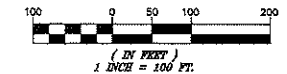
KOUROSH ROHANI
CITY ENGINEER,
CITY OF OAKLEY,
CONTRA COSTA COUNTY,
R.C.E. NO. 51138
STATE OF CALIFORNIA

SUBDIVISION 9027 "DUARTE RANCH UNIT 1"

BEING ALL OF PARCEL A OF THAT CERTAIN PARCEL MAP RECORDED IN BOOK 199 OF PARCEL MAPS AT PAGE 7, CONTRA COSTA COUNTY RECORDS.

CITY OF OAKLEY
CONTRA COSTA COUNTY, CALIFORNIA
ISAISON & ASSOCIATES INC
CIVIL ENGINEERING & LAND SURVEYING
2255 YGNACIO VALLEY ROAD SUITE 'C'
WALNUT CREEK, CALIFORNIA

NOVEMBER, 2016 SCALE: 1"=100'



BASIS OF BEARINGS

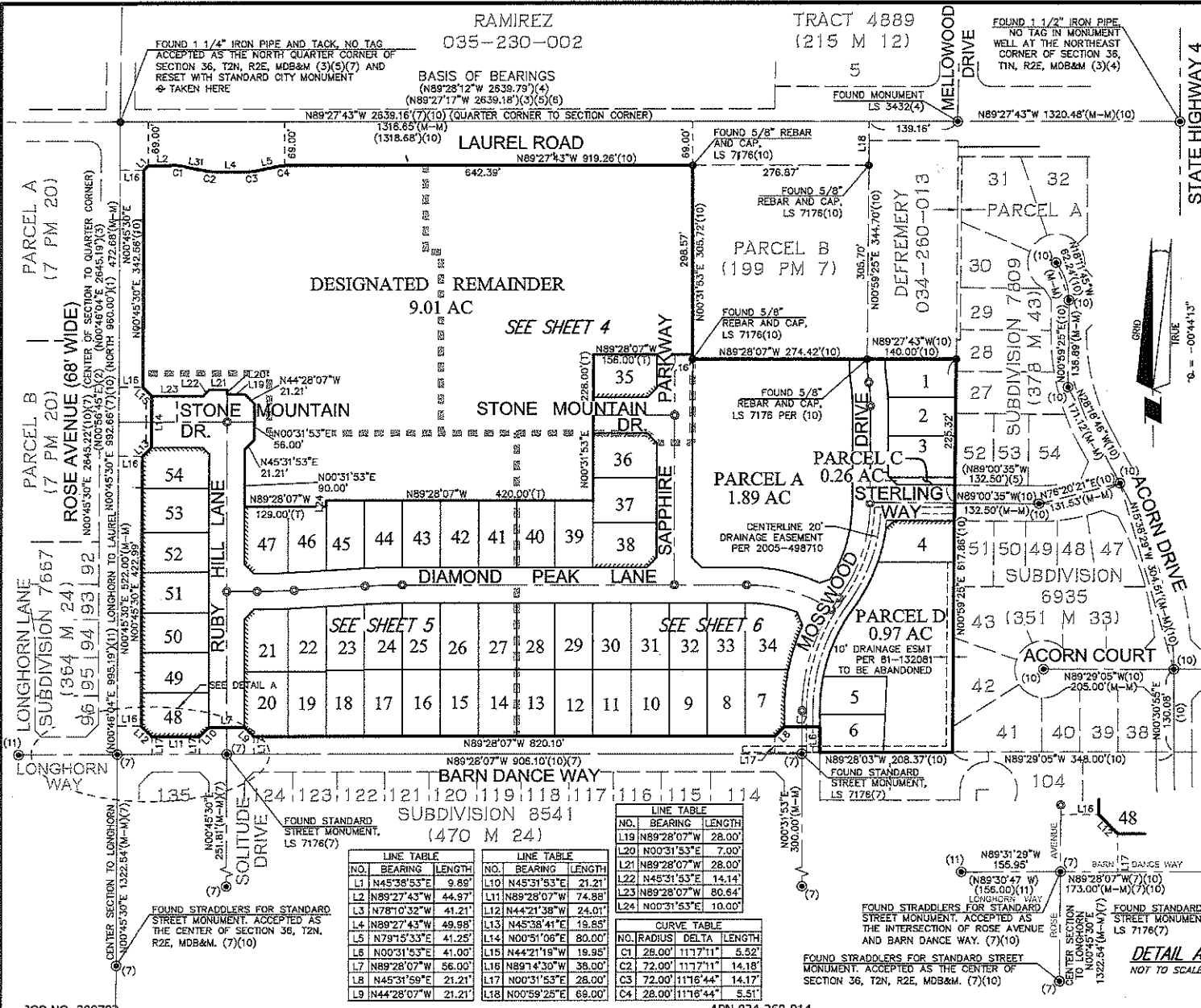
THE BASIS OF BEARINGS FOR THIS MAP IS THE LINE BETWEEN FOUND MONUMENTS ON THE CENTERLINE OF LAUREL ROAD SHOWN HEREON; THE BEARING BEING N89°27'43"W PER PARCEL MAP (199 PM 7). THE BEARINGS SHOWN ARE ON CALIFORNIA COORDINATE SYSTEM ZONE III (NAD 83). MULTIPLY DISTANCES AS SHOWN BY 0.99993737 TO OBTAIN GRID DISTANCES.

LEGEND

- SUBDIVISION BOUNDARY LINE
- RIGHT-OF-WAY LINE
- EXISTING RIGHT-OF-WAY LINE
- LOT LINE
- CENTERLINE
- MONUMENT LINE
- RELINQUISHMENT OF ABUTTERS RIGHTS
- FOUND STANDARD CITY MONUMENT, AS NOTED
- SET STANDARD CITY MONUMENT, R.C.E. 21764
- FOUND IRON PIPE OR REBAR AS NOTED
- SET 1/2" REBAR WITH PLASTIC CAP, R.C.E. 21764
- MONUMENT TO BOUNDARY
- MONUMENT TO MONUMENT
- RADIAL
- TOTAL
- RECORD DATA
- PUBLIC UTILITY EASEMENT
- SANITARY SEWER EASEMENT
- STORM DRAIN EASEMENT

REFERENCES:

NO.	REF.	BOOK/PAGE
(1)	PARCEL MAP	16 PM 24
(2)	PARCEL MAP	7 PM 20
(3)	RECORD OF SURVEY	93 LSM 22
(4)	SUBDIVISION 4889	215 M 12
(5)	SUBDIVISION 6935	351 M 33
(6)	SUBDIVISION 7809	378 M 43
(7)	SUBDIVISION 8541	470 M 24
(8)	PARCEL MAP	51 PM 33
(9)	LLA 05-08	2006-192772
(10)	PARCEL MAP	199 PM 7
(11)	SUBDIVISION 7657	364 M 24



NO.	BEARING	LENGTH
L19	N89°28'07"W	28.00'
L20	N00°31'53"E	7.00'
L21	N89°28'07"W	28.00'
L22	N45°31'53"E	14.14'
L23	N89°28'07"W	80.64'
L24	N00°31'53"E	10.00'

NO.	RADIUS	DELTA	LENGTH
C1	28.00'	117°11'	5.92'
C2	72.00'	117°11'	14.18'
C3	72.00'	116°44'	14.17'
C4	28.00'	117°16'44"	5.51'

JOB NO. 200702

APN 034-260-014

SHEET 3 OF 6

SUBDIVISION 9027 "DUARTE RANCH UNIT 1"

BEING ALL OF PARCEL A OF THAT CERTAIN PARCEL MAP RECORDED IN BOOK 199 OF PARCEL MAPS AT PAGE 7, CONTRA COSTA COUNTY RECORDS.

CITY OF OAKLEY
CONTRA COSTA COUNTY, CALIFORNIA
ISAKSON & ASSOCIATES INC.
CIVIL ENGINEERING & LAND SURVEYING
2255 YGNACIO VALLEY ROAD SUITE 'C'
WALNUT CREEK, CALIFORNIA

NOVEMBER, 2016 SCALE: 1"=40'



(IN FEET)
1 INCH = 40 FT.

BASIS OF BEARINGS

THE BASIS OF BEARINGS FOR THIS MAP IS THE LINE BETWEEN FOUND MONUMENTS ON THE CENTERLINE OF LAUREL ROAD. SHOWN HEREON; THE BEARING BEING N89°27'43"W PER PARCEL MAP (199 PM 7). THE BEARINGS SHOWN ARE ON CALIFORNIA COORDINATE SYSTEM ZONE III (NAD 83). MULTIPLY DISTANCES AS SHOWN BY 0.99993737 TO OBTAIN GRID DISTANCES.

LEGEND

- SUBDIVISION BOUNDARY LINE
- RIGHT-OF-WAY LINE
- EXISTING RIGHT-OF-WAY LINE
- LOT LINE
- CENTERLINE
- MONUMENT LINE
- RELINQUISHMENT OF ABUTTERS RIGHTS
- FOUND STANDARD CITY MONUMENT, AS NOTED
- SET STANDARD CITY MONUMENT, R.C.E. 21764
- FOUND IRON PIPE OR REBAR AS NOTED
- SET 1/2" REBAR WITH PLASTIC CAP, R.C.E. 21764
- (M-B) MONUMENT TO BOUNDARY
- (M-M) MONUMENT TO MONUMENT
- (R) RADIAL
- (T) TOTAL
- () RECORD DATA
- P.U.E. PUBLIC UTILITY EASEMENT
- S.S.E. SANITARY SEWER EASEMENT
- S.D.E. STORM DRAIN EASEMENT

REFERENCES:

NO.	REF.	BOOK/PAGE
(1)	PARCEL MAP	16 PM 24
(2)	PARCEL MAP	7 PM 20
(3)	RECORD OF SURVEY	93 LSM 22
(4)	SUBDIVISION 4869	215 M 12
(5)	SUBDIVISION 6935	351 M 33
(6)	SUBDIVISION 7809	378 M 43
(7)	SUBDIVISION 8541	470 M 24
(8)	PARCEL MAP	61 PM 33
(9)	LLA 05-06	2006-192772
(10)	PARCEL MAP	199 PM 7
(11)	SUBDIVISION 7667	364 M 24

RAMIREZ
034-230-002

BASIS OF BEARINGS
(N89°28'12"W 2639.79')(4)
(N89°27'17"W 2639.18')(3)(5)(6)
N89°27'43"W 2639.16'(7)(10) (QUARTER CORNER TO SECTION CORNER)
1318.65'(M-M)
(1318.68')(10)

FOUND 1 1/4" IRON PIPE AND TACK, NO TAG ACCEPTED AS THE NORTH QUARTER CORNER OF SECTION 36, T2N, R2E, MDB&M (3)(5)(7) AND RESET WITH STANDARD CITY MONUMENT TAKEN HERE

LAUREL ROAD

MELLOWOOD DRIVE

FOUND 1 1/2" IRON PIPE, NO TAG IN MONUMENT WELL AT THE NORTHEAST CORNER OF SECTION 36, T1N, R2E, MDB&M, PER (3)(4)

N89°27'43"W 1320.48'(M-M)(10)

416.58'
FOUND MONUMENT
LS 3432(4)

FOUND 5/8" REBAR AND CAP,
LS 7176(10)

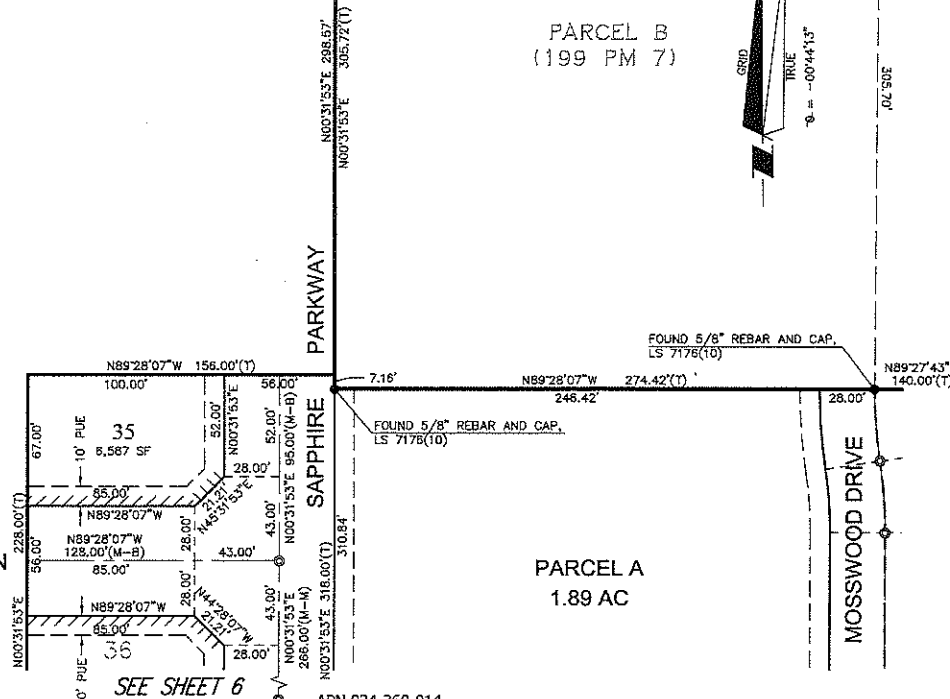
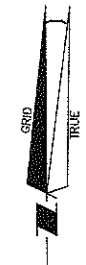
FOUND 5/8" REBAR AND CAP,
LS 7176(10)

N89°27'43"W 642.39'

PARCEL B
(199 PM 7)

DESIGNATED
REMAINDER
9.01 AC

FUTURE
UNIT 2



STONE MOUNTAIN DRIVE

PARCEL A
1.89 AC

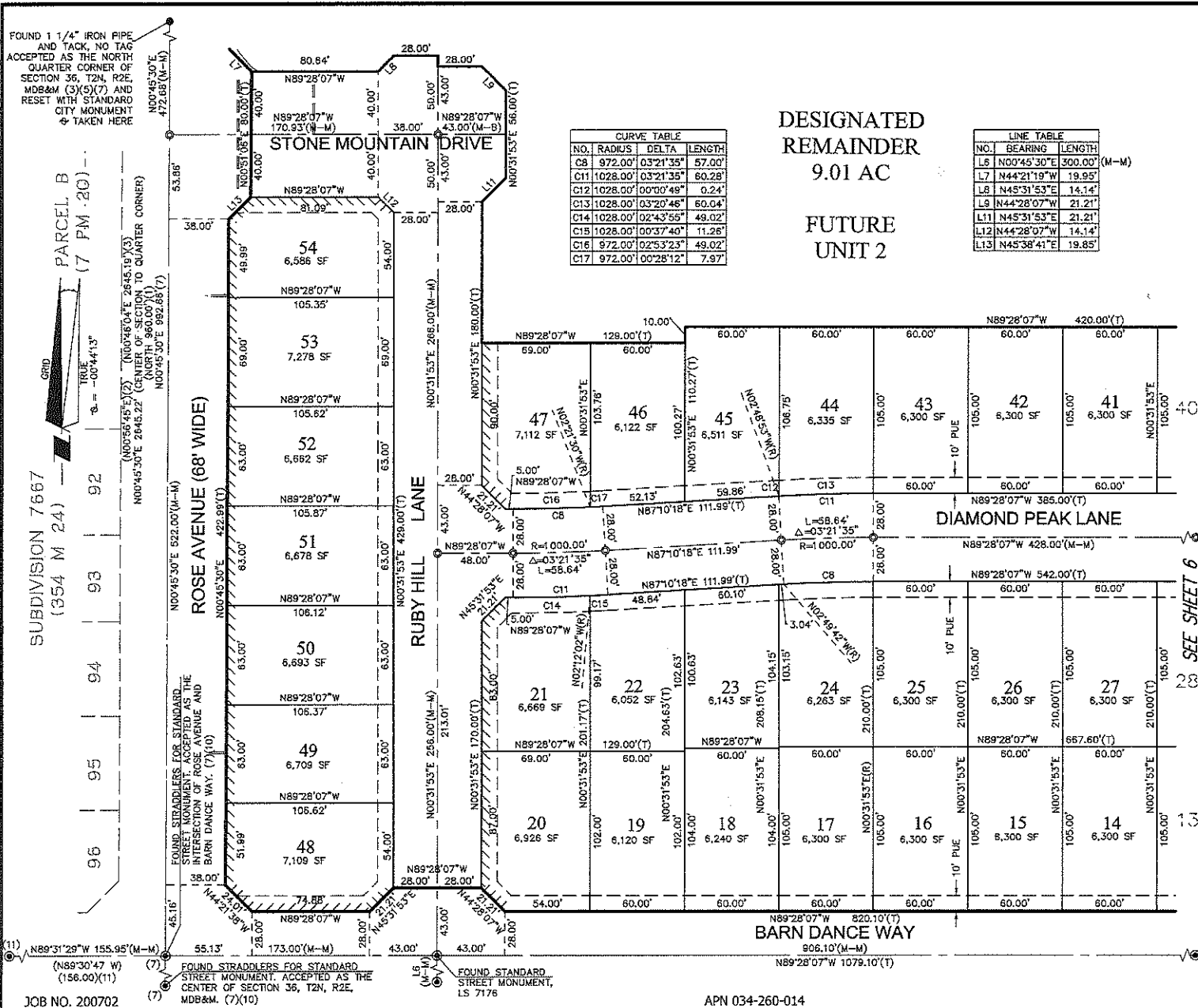
APN 034-260-014

JOB NO. 200702

SEE SHEET 5

SEE SHEET 6

SHEET 4 OF 6



CURVE TABLE

NO.	RADIUS	DELTA	LENGTH
C8	972.00'	03°21'35"	57.00'
C11	1028.00'	03°21'35"	60.28'
C12	1028.00'	00°00'49"	0.24'
C13	1028.00'	03°20'46"	60.04'
C14	1028.00'	02°43'55"	49.02'
C15	1028.00'	00°37'40"	11.26'
C16	972.00'	02°53'23"	49.02'
C17	972.00'	00°28'12"	7.97'

LINE TABLE

NO.	BEARING	LENGTH
L6	N00°45'30"E	300.00'
L7	N44°21'19"W	19.95'
L8	N45°31'53"E	14.14'
L9	N44°28'07"W	21.21'
L11	N45°31'53"E	21.21'
L12	N44°28'07"W	14.14'
L13	N45°38'41"E	19.85'

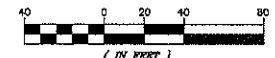
DESIGNATED
REMAINDER
9.01 AC

FUTURE
UNIT 2

SUBDIVISION 9027
"DUARTE RANCH UNIT 1"

BEING ALL OF PARCEL A OF THAT
CERTAIN PARCEL MAP RECORDED IN
BOOK 199 OF PARCEL MAPS AT PAGE 7,
CONTRA COSTA COUNTY RECORDS.

CITY OF OAKLEY
CONTRA COSTA COUNTY, CALIFORNIA
ISAKSON & ASSOCIATES INC
CIVIL ENGINEERING & LAND SURVEYING
2255 YGNACIO VALLEY ROAD SUITE 'C'
WALNUT CREEK, CALIFORNIA
NOVEMBER, 2016 SCALE: 1"=40'



BASIS OF BEARINGS

THE BASIS OF BEARINGS FOR THIS MAP IS THE LINE BETWEEN
FOUND MONUMENTS ON THE CENTERLINE OF LAUREL ROAD.
SHOWN HEREON; THE BEARINGS BEING N89°27'43"W PER PARCEL
MAP (199 PM 7). THE BEARINGS SHOWN ARE ON CALIFORNIA
COORDINATE SYSTEM ZONE III (NAD 83). MULTIPLY DISTANCES AS
SHOWN BY 0.99993737 TO OBTAIN GRID DISTANCES.

LEGEND

- SUBDIVISION BOUNDARY LINE
- RIGHT-OF-WAY LINE
- EXISTING RIGHT-OF-WAY LINE
- LOT LINE
- CENTERLINE
- MONUMENT LINE
- RELINQUISHMENT OF ADJUTERS RIGHTS
- FOUND STANDARD CITY MONUMENT, AS NOTED
- ⊙ SET STANDARD CITY MONUMENT, R.C.E. 21764
- FOUND IRON PIPE OR REBAR AS NOTED
- SET 1/2" REBAR WITH PLASTIC CAP, R.C.E. 21764
- (M-B) MONUMENT TO BOUNDARY
- (M-M) MONUMENT TO MONUMENT
- (R) RADIAL
- (T) TOTAL
- () RECORD DATA
- P.U.E. PUBLIC UTILITY EASEMENT
- S.S.E. SANITARY SEWER EASEMENT
- S.D.E. STORM DRAIN EASEMENT

REFERENCES:

NO.	REF.	BOOK/PAGE
(1)	PARCEL MAP	16 PM 24
(2)	PARCEL MAP	7 PM 20
(3)	RECORD OF SURVEY	93 LSM 22
(4)	SUBDIVISION 4889	215 M 12
(5)	SUBDIVISION 6935	351 M 33
(6)	SUBDIVISION 7809	378 M 43
(7)	SUBDIVISION 8541	470 M 24
(8)	PARCEL MAP	61 PM 33
(9)	LIA 05-08	2006-192/772
(10)	PARCEL MAP	199 PM 7
(11)	SUBDIVISION 7667	364 M 24

SUBDIVISION 7667
(354 M 24)

JOB NO. 200702

APN 034-260-014

SHEET 5 OF 6

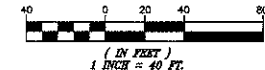
SUBDIVISION 9027 "DUARTE RANCH UNIT 1"

BEING ALL OF PARCEL A OF THAT CERTAIN PARCEL MAP RECORDED IN BOOK 199 OF PARCEL MAPS AT PAGE 7, CONTRA COSTA COUNTY RECORDS.

CITY OF OAKLEY
CONTRA COSTA COUNTY, CALIFORNIA

ISAKSON & ASSOCIATES INC
CIVIL ENGINEERING & LAND SURVEYING
2255 YGNACIO VALLEY ROAD SUITE 'C'
WALNUT CREEK, CALIFORNIA

NOVEMBER, 2016 SCALE: 1"=40'



BASIS OF BEARINGS

THE BASIS OF BEARINGS FOR THIS MAP IS THE LINE BETWEEN FOUND MONUMENTS ON THE CENTERLINE OF LAUREL ROAD, SHOWN HEREON; THE BEARINGS BEING N89°27'43"W PER PARCEL MAP (199 PM 7). THE BEARINGS SHOWN ARE ON CALIFORNIA COORDINATE SYSTEM ZONE III (NAD 83). MULTIPLY DISTANCES AS SHOWN BY 0.99993737 TO OBTAIN GRID DISTANCES.

LEGEND

- SUBDIVISION BOUNDARY LINE
- RIGHT-OF-WAY LINE
- - - EXISTING RIGHT-OF-WAY LINE
- LOT LINE
- CENTERLINE
- MONUMENT LINE
- /// RELINQUISHMENT OF ADJUTERS RIGHTS
- FOUND STANDARD CITY MONUMENT, AS NOTED
- ⊙ SET STANDARD CITY MONUMENT, R.C.E. 2176A
- FOUND IRON PIPE OR REBAR AS NOTED
- SET 1/2" REBAR WITH PLASTIC CAP, R.C.E. 2176A
- (M-B) MONUMENT TO BOUNDARY
- (M-M) MONUMENT TO MONUMENT
- (R) RADIAL
- (T) TOTAL
- () RECORD DATA
- P.U.E. PUBLIC UTILITY EASEMENT
- S.S.E. SANITARY SEWER EASEMENT
- S.D.E. STORM DRAIN EASEMENT

REFERENCES:

NO.	REF.	BOOK/PAGE
(1)	PARCEL MAP	16 PM 24
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(3)	RECORD OF SURVEY	93 LSM 22
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(5)	SUBDIVISION 6935	351 M 33
(6)	SUBDIVISION 7809	378 M 43
(7)	SUBDIVISION 8541	470 M 24
(8)	PARCEL MAP	61 PM 33
(9)	LIA 05-08	2006-192772
(10)	PARCEL MAP	199 PM 7
(11)	SUBDIVISION 7667	364 M 24

NO.	RADIUS	DELTA	LENGTH
C7	300.00'	04°09'10"	21.74'
C24	278.00'	08°26'23"	40.98'
C25	222.00'	08°26'23"	32.70'
C26	250.00'	08°26'23"	36.83'
C27	278.00'	08°26'23"	40.98'
C28	222.00'	08°26'23"	32.70'
C29	278.00'	02°45'23"	13.37'
C30	278.00'	05°41'00"	27.58'
C31	250.00'	11°20'51"	49.51'
C32	250.00'	07°50'09"	34.19'
C33	250.00'	03°58'08"	17.17'
C34	300.00'	07°55'09"	41.46'

PARCEL A 1.89 ACRES

NO.	BEARING	LENGTH
L2	N65°14'27"W	28.00'
L3	N21°20'57"E	28.00'
L4	N24°21'42"E	28.00'
L5	N57°06'14"W	28.00'
L6	N53°10'08"W	28.00'
L14	N72°32'47"E	17.68'
L15	N81°34'18"W	28.00'
L16	N50°04'35"E	18.28'
L17	N00°59'25"E	12.31'

