



STAFF REPORT

Date: Tuesday, August 8, 2017

To: Bryan H. Montgomery, City Manager

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

Subject: Approving the Agreement with James W. Arellano and Tatiana Y. Arellano, for "Stormwater Management Facilities Operations and Maintenance Agreement and Right of Entry" for Minor Subdivision MS 14-978 Bella Estates located at Daniel Drive and authorizing the City Manager to execute the agreement

Approved and Forwarded to City Council:


Bryan H. Montgomery, City Manager

Background and Analysis

The installation of the Permanent Stormwater Pollution Prevention Measures (BMP's) for the Minor Subdivision MS 14-978 Bella Estates is being constructed with the improvements associated with the project. The City's Stormwater Management and Discharge Control Ordinance require proper operation and maintenance of the Permanent BMP's by the respective property owners. The "Stormwater Management Facilities Operation and Maintenance Agreement and Right of Entry" memorializes the owner's maintenance, operations and inspection obligation under the City's Ordinance and the approved plans.

Under the Contra Costa Countywide National Pollutant Discharge Elimination System (NPDES) Municipal Stormwater Permit, projects "deemed complete" after February 15, 2005 are to comply with the provisions of the Permit. The City adopted an Ordinance, as required by the Permit, to enable this activity within the City of Oakley. A requirement of the permit is that each property implement stormwater treatment devices, fund the perpetual maintenance of those devices, and enter into an agreement with the City stating that the property owner will maintain the devices, grant a right of entry to City staff for inspections, and agree to pay the cost of City inspections.

Fiscal Impact

There is no fiscal impact associated with the agreement since all inspection, operations, and maintenance costs are the responsibility of the property owners.

Staff Recommendation

Staff recommends that the City Council adopt the resolution approving the “Stormwater Management Facilities Operations and Maintenance Agreement and Right of Entry” for the Minor Subdivision MS 14-978 Bella Estates and authorize the City Manager to sign the agreements on behalf of the City.

Attachments

- 1) Resolution
- 2) “Stormwater Management Facilities Operation and Maintenance Agreement and Right of Entry” for the Minor Subdivision MS 14-978 Bella Estates

RESOLUTION NO. ___- 17

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OAKLEY, CALIFORNIA, APPROVING THE AGREEMENT WITH JAMES W. ARELLANO AND TATIANA Y. ARELLANO (APN 034-080-034) FOR "STORMWATER MANAGEMENT FACILITIES OPERATION AND MAINTENANCE AGREEMENT AND RIGHT OF ENTRY" FOR THE MINOR SUBDIVISION MS 14-978 BELLA ESTATES AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENT

WHEREAS, the City of Oakley's Stormwater Management and Discharge Control Ordinance requires proper operation and maintenance of the Permanent Stormwater Pollution Prevention Measures to be constructed for the Minor Subdivision MS 14-978 Bella Estates; and

WHEREAS, the "Stormwater Management Facilities Operation and Maintenance Agreement and Right of Entry" memorializes the owner's maintenance, operations, and inspection obligations under the City's Ordinance and the approved plans; and

WHEREAS, the installation of the Permanent Stormwater Pollution Prevention Measures for the Minor Subdivision MS 14-978 is consistent with the approved improvements plans; and,

WHEREAS, James W. Arellano and Tatiana Y. Arellano, the current owners of the lot described in Exhibit A, desire to execute the "STORMWATER MANAGEMENT FACILITIES OPERATION AND MAINTENANCE AND RIGHT OF ENTRY"; and

NOW, THEREFORE, BE IT RESOLVED AND ORDERED, that the City Council of the City of Oakley does hereby approve the "STORMWATER MANAGEMENT FACILITIES OPERATION AND MAINTENANCE AND RIGHT OF ENTRY" for the Minor Subdivision MS 14-978 Bella Estates in the form attached hereto and authorizes the City Manager to execute the agreement.

PASSED, APPROVED AND ADOPTED by the City Council of the City of Oakley at a meeting held on this 8th day of August, 2017 by the following vote:

AYES:
NOES:
ABSENT:
ABSTENTIONS:

APPROVED:

ATTEST:

Sue Higgins, Mayor

Libby Vreonis, City Clerk

Date

11/7/2007

Recording Requested By:
CITY OF OAKLEY

Return to: CITY OF OAKLEY
City Clerk
3231 Main Street
Oakley, CA 94561

Document Title

CITY OF OAKLEY

COVENANT RUNNING WITH THE LAND,
STORMWATER MANAGEMENT FACILITY OPERATIONS
AND MAINTENANCE AGREEMENT, AND RIGHT OF ENTRY
(Minor Subdivision MS 14-978)

PROJECT: BELLA ESTATES

OWNERS NAMES: JAMES W. & TATIANA Y. ARELLANO

ASSESSOR'S PARCEL NUMBER: 034-080-034

**COVENANT RUNNING WITH THE LAND,
STORMWATER MANAGEMENT FACILITIES
OPERATION AND MAINTENANCE AGREEMENT,
AND RIGHT OF ENTRY**

This Covenant Running with the Land, Stormwater Management Facilities Operation and Maintenance Agreement and Right of Entry ("Agreement") is made and entered into this _____ day of _____, 2017, by and between **JAMES W. ARELLANO and TATIANA Y. ARELLANO**, (hereinafter referred to as "Property Owner") and The **CITY OF OAKLEY** a municipal corporation ("City").

The following terms used in this Agreement shall have the meanings specified below:

DEFINITIONS

Lot: The term "**Lot**" shall mean Parcels A through D inclusive; and the Remainder Lot as shown on the Map of the Property.

Map: The term "**Map**" shall mean the parcel map of Minor Subdivision MS 14-978 filed of record on _____, 20__ in Book ____ of Maps at pages __ through __, inclusive in the Official Records of the Contra Costa County Recorder.

Maintain: The term "**Maintain**" or "**Maintained**" shall mean taking all actions reasonably necessary to keep the Stormwater Facility in first class operation, condition and repair, which actions include but are not limited to regular inspections, painting, cleaning, maintenance, refinishing, repairing, replacing and reconstructing the Stormwater Facility, and in the case of landscaping, plant replacement, mulch replacement, irrigating, trimming mowing, and fertilizing the landscaping. The term shall also include the routine maintenance, and the annual inspection and reporting described in the Stormwater Control Operation and Maintenance Plan, and the payment of any applicable City fees.

NPDES Permit: The term "**NPDES Permit**" shall mean the San Francisco Bay Regional Water Quality Control Board's National Pollutant Discharge Elimination System (NPDES) Permit No. CAS612008 (issued to the City of Oakley) as amended, and as may be superseded by subsequent NPDES permits that are reissued from time to time.

Ordinance: The term "**Ordinance**" shall mean Chapter 11 of Title 6 of the City of Oakley Municipal Code (Stormwater Management and Discharge Control), as may be amended from time to time.

Property Owner: The term "**Property Owner**" and "**Property Owners**" shall mean JAMES W. ARELLANO and TATIANA Y. ARELLANO and all heirs, successors, executors, administrators and assigns of BELLA ESTATES MS 14-978 in the real property shown on the Map, it being the intent of the parties hereto that the obligations undertaken in this Agreement, as provided in Civil Code section 1468, run with the Lots shown on the Map and constitute a lien against the Lots.

Property: The term "**Property**" shall mean that real property shown on the Map.

Plan: The term "Plan" or "Operation and Maintenance Plan" means the City-approved Stormwater Control Operation and Maintenance Plan prepared by BELLECCI & ASSOCIATES, INC. and approved by the City Engineer in writing, which may be subsequently modified from time to time with City Engineer's written approval.

Stormwater Facility: The term "Stormwater Facility" means the permanent stormwater management facilities located and constructed on Parcel A of the Property. All of Parcel A is part of the Stormwater Facility.

RECITALS

This Agreement is made and entered into with reference to the following facts:

- A. The Property Owner is the owner of the real property shown on the Map and more particularly described on the attached Exhibit A.
- B. The City is the owner of Daniel Drive and its storm drains that are adjacent to the Property, and the City is required to ensure that stormwater run-off from the Property into its storm drains meets the requirements of its NPDES Permit.
- C. To meet its obligations under its NPDES Permit the City has required the Property Owner to construct the Stormwater Facility on Parcel B, C, D, and the Remainder Parcel of the Property.
- D. To meet its obligations under its NPDES Permit the City has approved the Property Owner's Operation and Maintenance Plan for the Stormwater Facility.
- E. To meet its obligations under its NPDES Permit the City's Ordinance requires proper operation and maintenance in perpetuity of the Stormwater Facility constructed on the Property.
- F. The Plan includes an annual inspection and reporting requirement for the Stormwater Facility constructed on the Property.
- G. This Agreement memorializes the Property Owners' maintenance, operations, and inspection obligations under the City's Ordinance, the City's NPDES Permit and the Plan.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing premises, the mutual covenants contained herein, and the following terms and conditions, the parties hereto agree as follows:

SECTION 1

Responsibility for Operation and Maintenance: No portion of the Stormwater Facility may be altered, in any way, by a Property Owner without the prior written consent of the City Engineer of the City of Oakley. The Property Owner shall Maintain the Stormwater Facility in first class operating

condition, and in compliance with all applicable state, county and city laws and regulations except that all costs of Maintaining the Stormwater Facility which are the result of the negligent act or willful action of a Property Owner or the Property Owners invitees shall be borne by that Property Owner. Applicable regulations include, but are not limited to, the City-approved Stormwater Control Operation and Maintenance Plan, and the provisions of the Ordinance, as they may be amended from time to time.

The Property Owner shall engage a landscape contractor or other licensed contractor to maintain the Stormwater Facility. The City Engineer, in her or his sole absolute discretion, may approve an alternate method for the maintenance of the Stormwater Facility. The City Engineer, also in her or his sole absolute discretion, may revoke the approval of a previously approved alternate method for the maintenance of the Stormwater Facility.

If a dispute should arise between the Property Owners of the Lots as with respect to the necessity for or standard of maintenance for the Stormwater Facility, the contractor(s) to be engaged to perform any repair or maintenance work, or any other matters pertaining to the operation or maintenance of the Stormwater Facility the dispute shall be submitted to the City Engineer for arbitration, and the decision of the City Engineer shall be final. If any Property Owner refuses to comply with the decision of the City Engineer, the other Property Owners may proceed to enforce the decision in an action at law.

SECTION 2

Inspection by Property Owner: The Property Owners, as its own expense, shall conduct annual inspections during the month of September or October of each year. The annual inspection report shall include completion of the checklist described in the approved Operation and Maintenance Plan. The Property Owners or their contractor must submit the inspection report to the City Engineer within 30 days after the annual inspection. A Management and/or Inspection fee established in the City's standard fee schedule shall accompany the annual inspection report.

SECTION 3

Right of Entry and Stormwater Facility Inspection by the City: The Property Owners hereby grant permission to the City, its authorized agents and employees, and the Central Contra Costa Sanitary District, the Contra Costa County Fire Protection District, County Environmental Health Department, the Contra Costa Mosquito and Vector Control District, and the Regional Water Quality Control Board to enter, and to inspect the Stormwater Facility whenever any of the forgoing entities deems necessary to enforce provisions of the City's Ordinance. These entities may enter the premises at any reasonable time to inspect the Stormwater Facility's operation and maintenance, to inspect and copy records related to compliance with stormwater regulations, and to collect samples and take measurements. Whenever possible, these entities will provide notice prior to entry.

SECTION 4

Failure to Perform Required Stormwater Facility Repairs or Maintenance by the Property Owner: If the Property Owners or their successors fail to Maintain the Stormwater Facility in good working order and in accordance with the approved Plan and the City's Ordinance, the City, with prior

notice, may enter to return the Stormwater Facility to good working order. The City is under no obligation to Maintain or repair the Stormwater Facility, and this Agreement may not be construed to impose any such obligation on the City. If the City, under this section takes any action to return the Stormwater Facility to good working order, the Property Owners shall reimburse the City for all the costs incurred by the City, including administrative costs. The City will provide the Property Owners with an itemized invoice of the City's costs and the Property Owners will have 30 days to pay the invoice. If the Property Owners fails to pay the invoice within 30 days, the City may secure a lien against the real property of the Property Owners in the amount of such costs. In addition the City may make the cost of abatement of the nuisance caused by the failure to maintain the Stormwater Facility a special assessment against the Property that may be collected at the same time and in the same manner as ordinary municipal taxes are collected as provided in Government Code section 38773.5. This Section 4 does not prohibit the City from pursuing other legal recourse against the Property Owners.

SECTION 5

Indemnity: The Property Owners agree to defend, indemnify and holds harmless the City, its officials, employees and its authorized agents from any and all damages, accidents, casualties, occurrences, claims, penalties or fines which might arise or be asserted against the City and which are in any way connected with the construction, operation, presence, existence or maintenance of the Stormwater Facility by the Property Owners, or from any personal injury or property damage that may result from the City or other public entities entering the Property under Section 3 or 4.

SECTION 6

Successors and Assigns: The covenants of the Property Owner set forth in numbered Sections 1 through 5 above shall run with the land, and the burdens thereof shall be binding upon each and every part of the Property and upon the Property Owner, its successors and assigns in ownership (or any interest therein), for the benefit of DANIEL DRIVE and its storm drains and each and every part thereof and said covenants shall inure to the benefit of and be enforceable by the City, its successors and assigns in ownership of each and every part of the Street and storm drains.

SECTION 7

Severability: Invalidation of any one of the provisions of this Agreement shall in no way effect any other provisions and all other provisions shall remain in full force and effect.

Recommended for approval:

City of Oakley:

City Engineer
Kevin Rohani

City Manager
Bryan H. Montgomery

Reviewed by:

Attest:

City Attorney
Derek P. Cole

City Clerk
Libby Vreonis

Property Owners:

James W. Arellano TRUSTEE
James W. Arellano, Trustee

Tatiana Y. Arellano TRUSTEE
Tatiana Y. Arellano, Trustee

Attachments: Acknowledgements
Exhibit A

ALL PURPOSE ACKNOWLEDGMENT

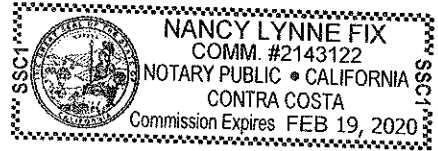
State of California)
County of Contra Costa) s.s.

On July 21, 2017, before me
Tatiana Stelano and James Anello, personally appeared

_____ personally known to me;
_____ or 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.

WITNESS my hand and official seal)
[Signature]
Signature of Notary Public

(SEAL)



CAPACITY CLAIMED BY SIGNER:

Though statute does not require the notary to fill in the data below, doing so may prove invaluable to persons relying on the document.

- _____ Individual(s)
- _____ Corporate Officer(s) Titles _____ and _____
- _____ Partner(s) _____ Limited _____ General
- _____ Attorney-in-Fact
- Trustee(s)
- _____ Guardian/Conservator
- _____ Other : _____

Signer is representing: _____

ATTENTION NOTARY: Although the information requested below is optional, it could prevent fraudulent attachment of this certificate to unauthorized document.

Title or type of document Agreement for Resident Subversion to Create and Maintain Management Facility
Number of pages: 9 Date of document: 7/21/2017
Signer(s) other than named above: _____

THIS CERTIFICATE MUST BE ATTACHED TO THE DOCUMENT DESCRIBED ABOVE

EXHIBIT A
Legal description

OWNER'S STATEMENT

THE UNDERSIGNED, BEING THE PARTIES HAVING A RECORD TITLE INTEREST IN THE LANDS DELINEATED AND EMBRACED WITHIN THE HEAVY BLACK LINES UPON THIS MAP DO HEREBY CONSENT TO THE MAKING AND RECORDATION OF THE SAME, AND DO HEREBY DEDICATE TO THE CITY OF OAKLEY FOR PUBLIC USE THOSE PORTIONS OF SAID LANDS DESIGNATED ON SAID MAP AS "DANIEL DRIVE".

THE AREA DESIGNATED AS "PUE" OR "PUBLIC UTILITY EASEMENT", IS DEDICATED TO THE CITY OF OAKLEY OR ITS DESIGNEE, FOR UNDERGROUND ELECTRIC, GAS, CABLE TELEVISION AND TELEPHONE, STORM DRAIN, IRRIGATION, SEWER, WATER USE AND ANY IMPROVEMENTS AND APPURTENANCES INSTALLED, INCLUDING CONSTRUCTION, ACCESS, AND MAINTENANCE OF THESE IMPROVEMENTS AND APPURTENANCES.

THE AREA DESIGNATED AS "SES" OR "SANITARY SEWER EASEMENT", IS DEDICATED TO THE IRONHOUSE SANITARY DISTRICT, OR ITS DESIGNEE, FOR PUBLIC USE FOR SANITARY SEWER PURPOSES INCLUDING CONSTRUCTION, ACCESS OR MAINTENANCE OF WORKS, IMPROVEMENTS AND STRUCTURES WHETHER COVERED OR OPEN, OR THE CLEARING OF OBSTRUCTIONS AND VEGETATION.

THE AREA DESIGNATED AS "SFC" OR "STORM DRAINAGE EASEMENT", IS DEDICATED TO THE CITY OF OAKLEY OR ITS DESIGNEE, FOR PUBLIC USE FOR WATER PIPELINE PURPOSES, INCLUDING CONSTRUCTION, ACCESS OR MAINTENANCE OF WORKS, IMPROVEMENTS AND STRUCTURES WHETHER COVERED OR OPEN, OR THE CLEARING OF OBSTRUCTIONS AND VEGETATION.

THE AREA DESIGNATED "WLE" OR "WATER LINE EASEMENT" IS DEDICATED TO THE DIABLO WATER DISTRICT, OR ITS DESIGNEE, FOR PUBLIC USE FOR WATER PIPELINE PURPOSES, INCLUDING CONSTRUCTION, ACCESS OR MAINTENANCE OF WORKS, IMPROVEMENTS AND STRUCTURES WHETHER COVERED OR OPEN, OR THE CLEARING OF OBSTRUCTIONS AND VEGETATION.

THE PRIVATE ROAD CONTAINED WITHIN THIS TRACT IS NOT OFFERED NOR ACCEPTED FOR DEDICATION FOR PUBLIC STREET PURPOSES.

THE AREA DESIGNATED AS "VIE" OR "PRIVATE VEHICULAR AND PEDESTRIAN INGRESS AND EGRESS EASEMENT" IS RESERVED FOR THE OWNERS OF PARCELS C, D AND DESIGNATED REMAINDER SHOWN ON THE HEREON MAP AND THEIR LICENSEES, VISITORS, AND TENANTS FOR THE PURPOSES OF RECIPROCAL RIGHTS OF INGRESS AND EGRESS UPON AND OVER PARCELS C, D AND DESIGNATED REMAINDER, THE PERPETUAL MAINTENANCE, REPAIR, AND/OR REPLACEMENT OF IMPROVEMENTS WITHIN SAID EASEMENT SHALL BE THE SOLE RESPONSIBILITY OF THE PROPERTY OWNERS BENEFITED. SAID EASEMENT IS NOT OFFERED, NOR IS IT ACCEPTED FOR DEDICATION BY THE CITY OF OAKLEY.

THE AREAS DESIGNATED AS "OSE" OR "OPEN SPACE EASEMENT" AND "PSDE" OR "PRIVATE STORM DRAIN EASEMENT" ARE NOT DEDICATED FOR USE BY THE GENERAL PUBLIC, BUT ARE FOR THE USE OF THE OWNERS OF PARCELS A, B, C, D AND DESIGNATED REMAINDER PARCEL OF MINOR SUBDIVISION MS 14-978, FOR BIORETENTION BASIN PURPOSES AND PRIVATE STORM DRAINAGE PURPOSES, INCLUDING UTILITY AND INGRESS AND EGRESS TO AND MAINTENANCE OF WORKS. SAID EASEMENT IS NOT OFFERED, NOR IS IT ACCEPTED FOR DEDICATION BY THE CITY OF OAKLEY.

THE AREAS DESIGNATED AS "PSDRE" OR "PRIVATE SURFACE DRAINAGE RELEASE EASEMENT" ARE NOT DEDICATED FOR USE BY THE GENERAL PUBLIC, BUT ARE FOR THE USE OF THE OWNERS OF PARCELS A, D AND DESIGNATED REMAINDER FOR THE PURPOSE OF SURFACE FLOW OF STORM WATER ON OR OVER THOSE CERTAIN PARCELS OF LAND WHICH LIE WITHIN PARCELS B, C AND DESIGNATED REMAINDER FOR THE BENEFIT OF PARCELS A, D AND DESIGNATED REMAINDER. THESE EASEMENTS ARE TO BE KEPT OPEN AND FREE FROM BUILDINGS AND STRUCTURES OF ANY KIND, EXCEPT IRRIGATION SYSTEMS AND APPURTENANCES THERETO, LAWFUL FENCES AND ALL LAWFUL UNSUPPORTED ROOF OVERHANGS. FURTHER, THE SURFACE ELEVATIONS OF SAID EASEMENTS SHALL NOT BE ALTERED WITHOUT THE WRITTEN CONSENT OF THOSE PARCEL OWNERS BENEFITED, THE MAINTENANCE, REPAIR, AND/OR REPLACEMENT OF PRIVATE SURFACE DRAINAGE RELEASE FACILITIES SHALL BE THE SOLE RESPONSIBILITY OF THOSE PARCEL OWNERS BENEFITED. SAID EASEMENTS ARE NOT OFFERED, NOR ARE THEY ACCEPTED FOR DEDICATION BY THE CITY OF OAKLEY.

JAMES AND TATIANA ARELLANO FAMILY TRUST

JAMES W. ARELLANO, TRUSTEE

TATIANA Y. ARELLANO, TRUSTEE

OWNER'S ACKNOWLEDGMENT

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 _____ SS.
COUNTY OF _____

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 THEY EXECUTED THE SAME IN THEIR AUTHORIZED CAPACITIES, AND THAT BY THEIR SIGNATURE(S) ON THE INSTRUMENT THE PERSON(S), OR THE ENTITY UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT.

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

WITNESS MY HAND:

SIGNATURE: _____

NAME (PRINT): _____

PRINCIPAL COUNTY OF BUSINESS: _____

MY COMMISSION NUMBER: _____

MY COMMISSION EXPIRES: _____

A.P.N. 034-080-034

BENEFICIARY'S STATEMENT

THE UNDERSIGNED CORPORATION, AS BENEFICIARY UNDER THE DEEDS OF TRUST RECORDED ON NOVEMBER 13, 2007 AND NOVEMBER 26, 2012, DOCUMENT NUMBERS 2007-316976 AND 2012-299188 OF OFFICIAL RECORDS, CONTRA COSTA COUNTY, CALIFORNIA, DOES HEREBY JOIN IN AND CONSENT TO THE FOREGOING OWNERS STATEMENT AND ALL DEDICATIONS SHOWN HEREIN.

BY: _____ JPMORGAN CHASE BANK, NATIONAL ASSOCIATION

TITLE: _____

DATE: _____

BENEFICIARY'S ACKNOWLEDGMENT

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 _____ SS.
COUNTY OF _____

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 CAPACITIES, 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 _____ THAT THE FOREGOING PARAGRAPH IS TRUE AND CORRECT.

WITNESS MY HAND:

SIGNATURE: _____

NAME (PRINT): _____

PRINCIPAL COUNTY OF BUSINESS: _____

MY COMMISSION NUMBER: _____

MY COMMISSION EXPIRES: _____

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 PARCEL MAP, ENTITLED "MINOR SUBDIVISION MS 14-978, BELLA ESTATES", CONSISTING OF TWO (2) SHEETS, THIS STATEMENT BEING ON SHEET ONE (1) THEREOF, WAS PRESENTED TO THE CITY COUNCIL, AS PROVIDED BY LAW, AT A REGULAR MEETING THEREOF HELD ON THE _____ DAY OF _____, 20____, AND THAT SAID COUNCIL DID THEREUPON BY RESOLUTION NUMBER _____ PASSED AND ADOPTED AT SAID MEETING, APPROVE SAID MAP AND DO ACCEPT, SUBJECT TO IMPROVEMENT ANY OF THE STREETS, ROADS, AVENUES, OR EASEMENTS SHOWN THEREON AS DEDICATED TO PUBLIC USE.

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

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

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

CITY SURVEYOR'S STATEMENT

I, FRANCIS JOSEPH KENNEDY, ACTING CITY SURVEYOR OF THE CITY OF OAKLEY, DO HEREBY STATE THAT I HAVE EXAMINED THIS MAP ENTITLED "MINOR SUBDIVISION MS 14-978 BELLA ESTATES" AND I AM SATISFIED THAT SAID MAP IS TECHNICALLY CORRECT.

DATE: _____

FRANCIS JOSEPH KENNEDY
ACTING CITY SURVEYOR
R.C.E. NO. 21771

CITY ENGINEER'S STATEMENT

I, KOUROSH ROHANI, CITY ENGINEER OF THE CITY OF OAKLEY, DO HEREBY STATE THAT I HAVE EXAMINED THIS MAP ENTITLED "MINOR SUBDIVISION MS 14-978 BELLA ESTATES", THAT SAID PARCEL MAP AS SHOWN HEREON IS IN SUBSTANTIAL CONFORMANCE WITH THE TENTATIVE PARCEL MAP APPROVED BY THE CITY OF OAKLEY CITY COUNCIL ON FEBRUARY 10, 2015, AND THAT ALL PROVISIONS OF STATE LAWS AND LOCAL ORDINANCES WHICH GOVERNED THE FILING OF PARCEL MAPS AT THE TIME SAID TENTATIVE PARCEL MAP WAS APPROVED HAVE BEEN COMPLIED WITH.

DATE: _____

KOUROSH ROHANI
CITY ENGINEER, CITY OF OAKLEY
CONTRA COSTA COUNTY, STATE OF
R.C.E. NO. 51139

PARCEL MAP MINOR SUBDIVISION MS 14-978 BELLA ESTATES

BEING A SUBDIVISION OF PARCEL "A" AS SHOWN ON THE
PARCEL MAP OF SUBDIVISION MS 98-77 AS FILED IN
BOOK 62 OF PARCEL MAPS AT PAGE 42, CONTRA COSTA
COUNTY RECORDS
CITY OF OAKLEY
CONTRA COSTA COUNTY, CALIFORNIA
JULY 2017

BELLECCI & ASSOCIATES, INC.
CONCORD

SURVEYOR'S STATEMENT

THIS MAP WAS PREPARED BY ME OR UNDER MY DIRECTION AND IS BASED UPON A FIELD SURVEY IN CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCE AT THE REQUEST OF JAMES AND TATIANA ARELLANO IN JULY 2015; THAT THE SURVEY IS TRUE AND COMPLETE AS SHOWN, THAT ALL MONUMENTS ARE OF THE CHARACTER AND OCCUPY THE POSITIONS INDICATED, OR THAT THEY WILL BE SET IN THOSE POSITIONS ON OR BEFORE DECEMBER 2018; AND THAT THE MONUMENTS ARE, OR WILL BE, SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED.

DATE: _____



DANA TREZISE BAUMANN, P.L.S.
L.S. NO. 7438

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 OF MINOR SUBDIVISION MS 14-978 BELLA ESTATES ON OCTOBER 15, 2014, WHICH INCLUDES THIS SUBDIVISION, UPON WHICH THIS PARCEL MAP WAS BASED.

DATE: _____

KOUROSH ROHANI
COMMUNITY DEVELOPMENT DIRECTOR
CITY OF OAKLEY, CONTRA COSTA COUNTY
STATE OF CALIFORNIA

CLERK OF THE BOARD OF SUPERVISORS STATEMENT

I HEREBY STATE, AS CHECKED BELOW, THAT

() A TAX BOND ASSURING PAYMENT OF ALL TAXES WHICH ARE NOW A LIEN, BUT 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

DEPUTY CLERK

SOILS REPORT

A SOILS REPORT ON WAS PREPARED BY STEVENS FERRONE AND BAILEY, DATED AUGUST 13, 2015, PROJECT NO. 689-1, SIGNED BY TAMING CHEN AND KENNETH C. FERRONE AND HAS BEEN FILED AT THE OFFICE OF THE CITY ENGINEER.

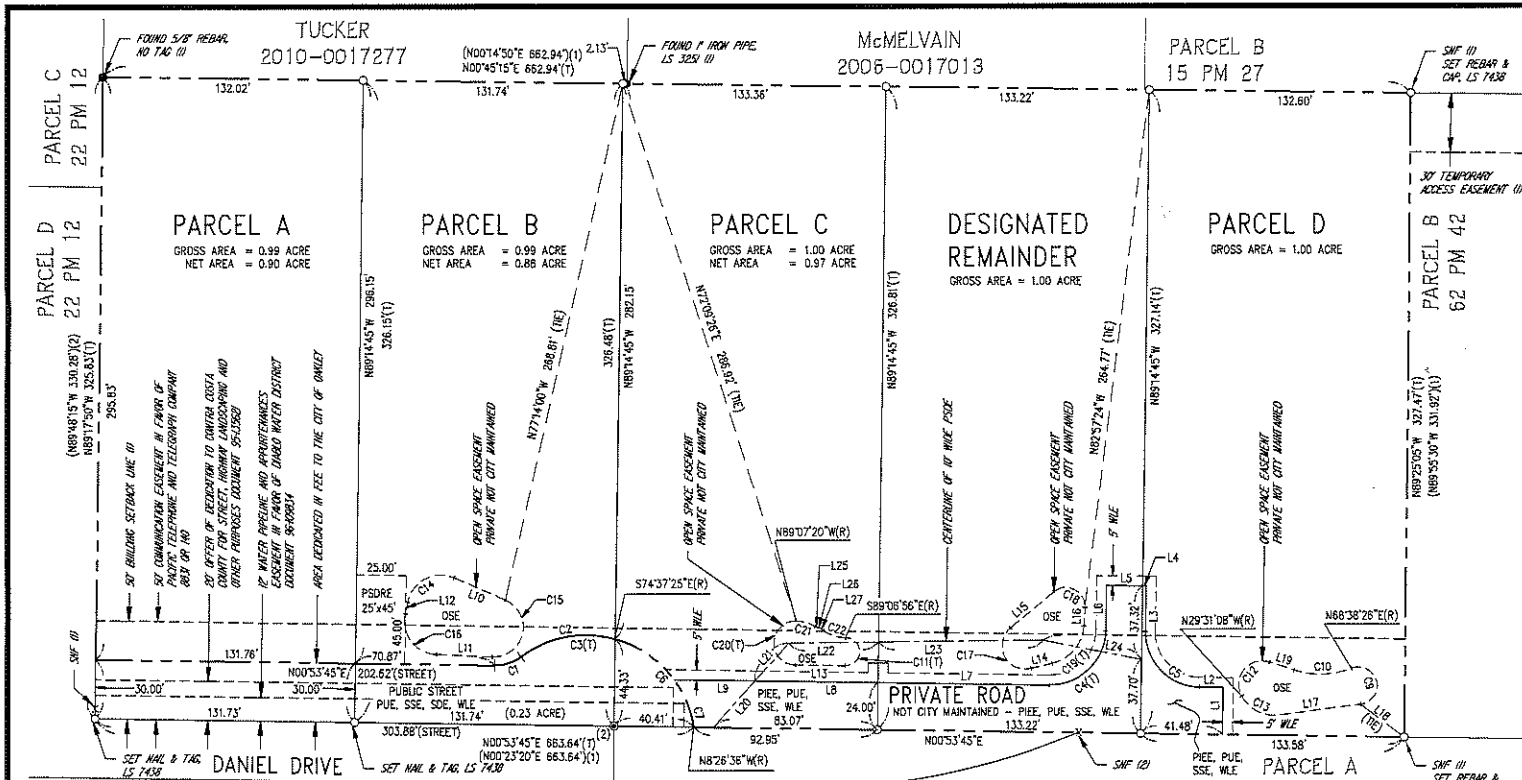
COUNTY RECORDER'S STATEMENT

THIS MAP, ENTITLED "MINOR SUBDIVISION MS 14-978 BELLA ESTATES", IS HEREBY ACCEPTED FOR RECORDATION, SHOWING A CLEAR TITLE AS PER LETTER OF TITLE WRITTEN BY NORTH AMERICAN TITLE COMPANY, DATED THE _____ DAY OF _____, 20____, AND AFTER EXAMINING THE SAME, I DEEM THAT SAID MAP COMPLIES IN ALL RESPECTS WITH THE PROVISIONS OF STATE LAWS AND LOCAL ORDINANCES GOVERNING THE FILING OF PARCEL MAPS.

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

BY: _____
DEPUTY COUNTY RECORDER

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



BASIS OF BEARINGS:
 THE BASIS OF BEARINGS FOR THIS SURVEY IS DETERMINED BY FOUND MONUMENTS ALONG THE MONUMENT LINE OF NUTMEG DRIVE AS SHOWN HEREON, THE BEARING BEING N89°22'41\"/>

- REFERENCES:**
- (#) INDICATES REFERENCE NUMBER
 - (1) PARCEL MAP SUBDIVISION MS 98-77 (62 PM 42)
 - (2) SUBDIVISION 7945 COUNTRY PLACE UNIT II (387 M 36)
 - (3) PARCEL MAP M.S. NO. 146-70 (15 PM 27)
 - (4) DOCUMENT NO. 2010-17277
 - (5) DOCUMENT NO. 2006-17013
 - (6) PARCEL MAP M.S. 38-72 (22 PM 12)

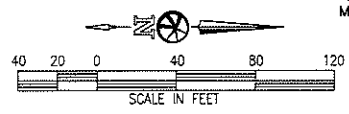
EASEMENT NOTE:
 APPURTENANT EASEMENT FOR PERPETUAL 25' WIDE EASEMENT AND RIGHT OF WAY FOR ELECTRIC AND TRANSMISSION PURPOSES IN FAVOR OF UNITED STATES OF AMERICA, DEPARTMENT OF ENERGY, WESTERN AREA POWER ADMINISTRATION PER DOCUMENT 2010-0001950.

- LEGEND**
- SUBDIVISION BOUNDARY LINE
 - LOT LINE
 - EASEMENT LINE
 - MONUMENT LINE
 - (T) TOTAL
 - (R) RADIAL
 - (M-W) MONUMENT TO MONUMENT
 - FOUND STANDARD STREET MONUMENT
 - FOUND 5/8\"/>

LOT 31 387 M 36
 LOT 30 387 M 36
 LOT 29 387 M 36
 LOT 28 387 M 36

LINE TABLE			LINE TABLE			LINE TABLE		
NO	BEARING	LENGTH	NO	BEARING	LENGTH	NO	BEARING	LENGTH
L1	S89°06'15\"/>							

CURVE TABLE				CURVE TABLE				CURVE TABLE				CURVE TABLE			
NO	RADIUS	DELTA	LENGTH	NO	RADIUS	DELTA	LENGTH	NO	RADIUS	DELTA	LENGTH	NO	RADIUS	DELTA	LENGTH
C1	22.00'	37°41'55\"/>													



**PARCEL MAP
 MINOR SUBDIVISION MS 14-978
 BELLA ESTATES**

BEING A SUBDIVISION OF PARCEL "A" AS SHOWN ON THE PARCEL MAP OF SUBDIVISION MS 98-77 AS FILED IN BOOK 62 OF PARCEL MAPS AT PAGE 42, CONTRA COSTA COUNTY RECORDS

CITY OF OAKLEY
 CONTRA COSTA COUNTY, CALIFORNIA

SCALE: 1"=40'
 JULY 2017
 BELLECCI & ASSOCIATES, INC.
 CONCORD