



STAFF REPORT

Date: Tuesday, November 18, 2014

To: Bryan Montgomery, City Manager

From: Kevin Rohani, Public Works Director/City Engineer

Subject: Deferred Improvement Agreement, Subdivision Annexation and Assessment Authorization Deferral Agreement, and Parcel Map for Minor Subdivision MS 14-976 (Oakley Crossroads, LLC, a California Limited Liability Company, 900 – 912 Main Street)

Approved and Forwarded to City Council:


Bryan H. Montgomery, City Manager

Background and Analysis

On July 8th, 2014 the City Council of the City of Oakley adopted Resolution No. 67-14 which conditionally approved the tentative map for Minor Subdivision MS 14-976 at 900 – 912 Main Street which includes two proposed parcels.

Oakley Crossroads LLC has submitted the parcel map to the City Engineer for review. In order to satisfy all remaining conditions of approval, with the exception of annexing to the landscaping and lighting district, the applicant has requested that the City enter into a Deferred Improvement Agreement (DIA). The DIA requires the subdivider to complete the public improvements as required by the conditions of approval for MS 14-976. Pursuant to the DIA, construction of the public improvements is required to commence prior to commencing construction on any building on the proposed Parcel B and is required to be completed no later than 180 days from start of construction and prior to issuance of a Notice of Completion for any building on Parcel B.

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

The final conditions of approval that remain to be satisfied are related to the participating in the special police tax area (Condition 70) and forming a district to fund the operations and maintenance for storm drainage (Condition 71). Those items take several months to complete, and are more efficient when grouped with other projects. In the past the City Council has been receptive to recording parcel maps prior to

completion of the annexation process so long as there was an agreement guaranteeing the annexations would be completed. A similar agreement has been prepared.

Fiscal Impact

There is no fiscal impact associated with this action.

Staff Recommendation

Staff recommends that the City Council:

- 1) Adopt the attached resolution approving the Deferred Improvement Agreement with Oakley Crossroads LLC for MS 14-976 and authorizing the City Manager to sign it.
- 2) Adopt the attached resolution approving the Subdivision Annexation and Assessment Authorization Deferral Agreement with Oakley Crossroads LLC for MS 14-976 and authorizing the City Manager to sign it.
- 3) Adopt the attached resolution approving the Parcel Map entitled "PARCEL MAP MS 14-976".

The City Council should be aware that by approving the parcel map without approving the Subdivision Annexation and Assessment Authorization Deferral Agreement, it is possible that additional voters will be introduced into the assessment district formation process or that the applicant will not cooperate with the district formation. Staff recommends that if the Resolution approving the Subdivision Annexation and Assessment Authorization Deferral Agreement is not adopted, the Resolution approving the Parcel Map should not be adopted either.

Attachments

- 1) Deferred Improvement Agreement (DIA)
- 2) Subdivision Assessment and Annexation Authorization Deferral Agreement (SAAADA)
- 3) Resolution for DIA
- 4) Resolution for SAAADA
- 5) Resolution for Parcel Map
- 6) Reduction of MS 14-976 Parcel Map

Recording Requested by:

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

When Recorded Mail To:

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

A.P.N. 051-052-063 Space above this line for Recorder's Use

DEFERRED IMPROVEMENT AGREEMENT BETWEEN
THE CITY OF OAKLEY AND
OAKLEY CROSSROADS, LLC
AT 900-910 MAIN STREET

This Deferred Improvement Agreement (the "AGREEMENT") is made and entered into this 7 day of November 2014, by and between the City of Oakley, a municipal corporation ("CITY") and Oakley Crossroads, LLC, a California limited liability company ("DEVELOPER").

RECITALS

A. DEVELOPER is the owner of certain real property located within the City of Oakley, County of Contra Costa, at 900-912 Main Street, and more particularly described in Exhibit A (legal description), attached hereto and incorporated herein ("Property"). The Parcel Map showing the location of the Property is attached as Exhibit B (parcel map).

B. DEVELOPER wishes to make improvements to the property and has entered into a lease with Starbucks Corporation, a Washington corporation, to operate the Drive-Thru Starbucks on a portion of the Property and has applied for and received approval from CITY of a Conditional Use Permit and a two-parcel Tentative Parcel Map. Approval of the Conditional Use Permit and Tentative Parcel Map from the CITY requires among other things, that DEVELOPER construct specified public improvements pursuant to the Conditions of Approval (as defined below).

C. The Conditions of Approval permitted DEVELOPER to execute a Deferred Improvement Agreement in-lieu of constructing improvements prior to occupancy of the Property.

D. DEVELOPER has requested that the CITY approve Parcel Map MS 14-976, which will create two parcels, Parcel A and Parcel B, as shown on the approved Tentative Map. Parcel A will contain the Drive-Thru Starbucks and Parcel B will be vacant.

E. DEVELOPER has requested that the responsibility for construction of the improvements and all costs associated with the construction of the improvements required by the AGREEMENT to become solely the obligation of the owner of Parcel B.

F. CITY has agreed to defer DEVELOPER's obligation to make certain improvements listed below. By entering into this Agreement, DEVELOPER remains obligated to make such improvements, but in accordance with the period of time set forth herein.

AGREEMENT

1. Recitals

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

2. Improvements to be Constructed

a. The Oakley City Council approved Conditional Use Permit CUP 02-14 and Tentative Parcel Map TPM 01-14, together with conditions of approval (the "Conditions of Approval"). DEVELOPER shall construct all improvements required by the Conditions of Approval. The improvements deferred by this Agreement (the "Improvements") are generally described as follows and more specifically described in those certain plans entitled, "City of Oakley Department of Public Works, Street Improvement Plans, 900-912 Main Street, Oakley, CA 94561 prepared by DCi Engineering, Inc. (as approved by CITY, the "Approved Plans"):

Construct the frontage of 900-912 Main Street to the same width as the existing driveway that borders the eastern portion of Property where the sidewalk stops in front of the existing McDonalds. Improvements shall include concrete curb, gutter and sidewalk connecting to and matching the existing improvements to the east. Improvements shall also include

relocation of existing, aboveground storm drain inlets, pavement widening and installation of irrigation and landscaping between the sidewalk and the boundary of the dedication area. The necessary aboveground longitudinal and transverse drainage conforming to existing improvements shall also be provided.

b. The current estimated cost of constructing the Improvements is \$53,535 as reflected in the cost estimate attached hereto as Exhibit C (cost estimate).

c. All such Improvements shall be constructed in accordance with the CITY's design standards and ordinances or as may be approved in writing by the City Engineer. Upon completion DEVELOPER shall furnish CITY with a complete and reproducible set of final as-built plans of the Improvements, including any authorized modifications.

3. Completion Time.

a. Notwithstanding the typical requirement for a commercial project that all required improvements be constructed prior to occupancy or use of the project, DEVELOPER shall commence construction of the Improvements prior to commencing work on a building (the "Parcel B Building") on the proposed Parcel B depicted on Parcel Map MS 14-976.

b. Construction of the Improvements shall be completed no later than 180 days after commencement of construction of the Parcel B Building and prior to issuance of a Certificate of Occupancy for the Parcel B Building.

c. DEVELOPER shall submit improvement plans for the Improvements, prepared by a registered civil engineer, to the City Engineer and pay all applicable fees. DEVELOPER agrees to cooperate with other property owners, the CITY, and other public agencies to provide the Improvements as part of a joint cooperative plan, including the formation of a local improvement district, if this method is feasible to secure the installation and construction of the Improvements.

d. Time is of the essence of this Agreement.

4. Security

a. Concurrently with the submission of the improvement plans to the City Engineer pursuant to Section 3(c) above, 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 such Government Code forms:

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

b. CITY shall be the sole indemnitee named on any instrument required by this Agreement. Any instrument or deposit required herein shall conform to the provisions of Chapter 5 of the Subdivision Map Act (Government Code sections 66499-66499.10), except as may be otherwise approved by the City Attorney.

5. Insurance Required

a. Prior to the commencement of work under this Agreement, DEVELOPER shall obtain or cause to be obtained and filed with the CITY, all insurance required by CITY as set forth in its standard insurance requirements at the time such work is to commence, and such insurance must be approved by the Administrative Services Director of CITY, or his or her designee, as to form, amount and carrier. Prior to the commencement of work under this Agreement, DEVELOPER, at its own cost and expense, shall also procure "occurrence coverage" insurance against claims for injuries to persons or damages to property that may arise from or in connection with the performance of the work hereunder by the DEVELOPER and its agents, representatives, employees, and subcontractors. DEVELOPER shall provide proof satisfactory to CITY of such insurance that meets the requirements of this Agreement and under forms and amounts of insurance satisfactory in all respects to the CITY. DEVELOPER shall maintain in full force and effect the insurance coverage in the forms and amounts specified by the CITY throughout the term of the work to be completed, and until final

completion and acceptance of the Improvements by the CITY. DEVELOPER shall not allow any work to commence until DEVELOPER has obtained all insurance required by this Agreement and has provided evidence thereof to CITY.

b. The CITY may approve a variation in the insurance requirements, upon a determination that the coverages, scope, limits, and forms of such insurance are either not commercially available, or that the CITY'S interests are otherwise fully protected.

- i. **Notice of Reduction in Coverage.** In the event that any coverage required by this Section 5 is reduced, limited, or materially affected in any other manner, DEVELOPER shall provide written notice to CITY as DEVELOPER'S early as practicable and in no case later than five (5) days after DEVELOPER is notified of such change in coverage.
- ii. **Failure to Maintain Insurance.** Throughout the term of the work to be completed pursuant to this Agreement, and until final completion and acceptance of the work by CITY, DEVELOPER shall maintain in full force and effect insurance coverage in the forms and amounts required by this Agreement.
- iii. **Workers' Compensation and Employers Liability Coverage.** DEVELOPER shall use commercially reasonable efforts to cause the insurer to agree to waive all rights of subrogation against the CITY, its officers, officials, employees and volunteers for losses arising from work performed by the DEVELOPER pursuant to this Agreement for the CITY.
- iv. **All Coverages.** Each insurance policy required by this Section 5 shall be endorsed to provide that coverage shall not be suspended, voided, cancelled by either party, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the CITY.
- v. **Acceptability of Insurers.** Insurance is to be placed with insurers with a Bests' rating of no less than A:VII.
- vi. **Verification of Coverage.** DEVELOPER shall furnish CITY with certificates of insurance and with original endorsements effecting coverage required by this Section 5. The certificates and endorsements are to be received and approved by the CITY before

work pursuant to this Agreement commences. The CITY reserves the right to require complete, certified copies of all required insurance policies, at any time.

- c. **Subcontractors.** DEVELOPER and/or DEVELOPER's general contractor shall include all subcontractors as insureds under its policies or shall obtain separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements provided in this Section 5.

6. **Warranty Period**

- a. Except as otherwise expressly provided in this Agreement, and excepting only items of routine maintenance, ordinary wear and tear and unusual abuse or neglect, for a period of one (1) year after the date CITY accepts the Improvements, DEVELOPER agrees to maintain the Improvements and repair any defects or unsatisfactory work to the reasonable satisfaction of the City Engineer. CITY shall provide written notice to DEVELOPER of any repair or correction work which in the reasonable opinion of the City Engineer, must be completed. DEVELOPER shall repair or make such correction of such Improvements without expense or charge of any nature whatsoever to CITY.

- b. In the event the DEVELOPER shall fail to comply with the conditions of Section 6(a) above, within thirty (30) days (or such reasonably longer period if the repair or correction work cannot be reasonably completed within such thirty (30) day period), after being notified of the repair or correction in writing, CITY shall have the right, but shall not be obligated, to make, or cause to be made, the repair or correction, and DEVELOPER shall promptly pay to CITY the reasonable costs and expense of such repair or correction. Notwithstanding anything herein to the contrary, in the event that any repair or correction results in a condition which constitutes an immediate hazard to the public health, safety, or welfare, CITY shall have the right to immediately make, or cause to be made, such repair or correction, and DEVELOPER shall promptly pay to CITY the reasonable costs and expense of such repair or correction. The foregoing statement relating to hazards to health and safety shall be deemed to include either temporary or permanent repairs that may be required, as determined in the sole discretion and reasonable judgment of CITY.

7. **Inspection of the Work**

DEVELOPER shall provide reasonable access to CITY through its City Engineer and his or her designated representative for the inspection of the work throughout construction of the Improvements. Such CITY representative shall have the authority to reject all materials and workmanship which are not in accordance with the Approved Plans, and all such materials and or work shall be removed promptly by DEVELOPER and replaced to the reasonable satisfaction of CITY without any expense to CITY in strict accordance with the Approved Plans.

8. Agreement Assignment

This Agreement shall not be assigned by DEVELOPER without the written consent of CITY which consent shall not be unreasonably withheld, conditioned or delayed.

9. No Agency Relationship; Defaults

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

b. If, subject to Force Majeure (as defined below), DEVELOPER refuses or fails to complete, or cause the completion of, the Improvements pursuant to this Agreement within the time specified in Section 3 above, or any extension thereof, or if DEVELOPER should be adjudged as bankrupt, or should make a general assignment for the benefit of DEVELOPER's creditors, or if a receiver should be appointed, or if DEVELOPER, or subject to notice and cure periods, any of DEVELOPER'S contractors, subcontractors, agents or employees should violate any of the provisions of this Agreement and fails to cure such violation within the applicable cure period, the CITY, through its City Engineer may serve written notice on DEVELOPER and DEVELOPER's surety or holder of other security of breach of this Agreement, or of any portion, thereof, and default of DEVELOPER. "Force Majeure" shall mean for purposes of this Agreement delay in DEVELOPER'S performance of its obligations under this Agreement which are beyond the reasonable control of DEVELOPER, including but not limited to work stoppage, acts of nature, acts of war, civil disorders and/or similar acts.

10. Use of Improvements

At all times prior to the final acceptance of the Improvements by CITY, the use of any or all such Improvements shall be at the sole and risk of DEVELOPER.

11. Safety Devices

DEVELOPER shall provide and maintain such guards, watchmen, fences, barriers, regulatory signs, warning lights, and other safety devices adjacent to and on the construction site of the Improvements as may be reasonably necessary to prevent accidents to the public and damage to the Property. At completion of the 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 Approved Plans and included in the Improvements) shall be removed from site of the work by the DEVELOPER, and the construction site of the Improvements left clean and orderly.

12. Acceptance of Work

Upon notice of the completion of all construction of the Improvements and the delivery of the set of final as-built plans required by Section 2(c) above to CITY by DEVELOPER, CITY through its City Engineer or his or her designated representative, shall examine the work without delay, and, if found to be in accordance with the Approved Plans and this Agreement, shall recommend acceptance of the Improvements to the City Council. The City Council may accept the Improvements by the adoption of a resolution, and the City Engineer shall notify DEVELOPER or its designated agents of such acceptance.

13. Liability

- a. Indemnity. DEVELOPER hereby warrants that all work will be performed in a workmanlike manner. DEVELOPER agrees to indemnify, defend, release, and hold harmless CITY, and each of its elective and appointive boards, commissions, officers, agents and employees (collectively, the "Indemnified Parties"), 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 out of DEVELOPER'S or its employees, agents, or independent contractors performance or failure to comply with the obligations under this Agreement, except to the extent caused by the negligence or willful misconduct of the Indemnified Parties; provided as follows:
 - i. 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 Section 5 hereof.

ii. 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 Section 14(a), regardless of whether or not CITY has prepared, supplied, or approved of plans and/or specifications for the subdivision, except to the extent caused by the negligence or willful misconduct of the Indemnified Parties, 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 the improvements becomes apparent during the course of construction and such design defect, in the reasonable opinion of the CITY, may substantially impair the public health and safety, DEVELOPER shall, upon order by the CITY, correct, or cause the correction of such design defect at its cost and expense.

c. Litigation Expenses. In the event that legal action is instituted by either party to this Agreement, and such 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 such action, the prevailing party shall be entitled to recover its attorneys' fees and court costs.

14. Recordation

This Agreement shall be recorded in the office of the County Recorder of Contra Costa County, California.

15. Notices

a. 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:

Oakley Crossroads, LLC
1592 Union Street, #252
San Francisco, CA 94123
Attention: Ellen Hui

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

16. Miscellaneous Provisions

a. This Agreement and the Approved Plans contain the entire agreement between DEVELOPER and the CITY with respect to the Improvements. No modification to this Agreement shall be effective unless it is in writing, signed by the DEVELOPER and the CITY.

b. The laws of the State of California shall govern this Agreement. The invalidity, in whole or in part, of any provision of this Agreement will not void or affect the validity of any other provision of this Agreement.

c. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which, together, shall constitute one and the same instrument.

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

CITY:

CITY OF OAKLEY,
a municipal corporation

By: _____
Bryan H. Montgomery, City Manager

DEVELOPER:

Oakley Crossroads, LLC,
a California limited liability company

By:  _____
Ellen Hui
Its: Manager

ATTEST:

Libby Vreonis, City Clerk

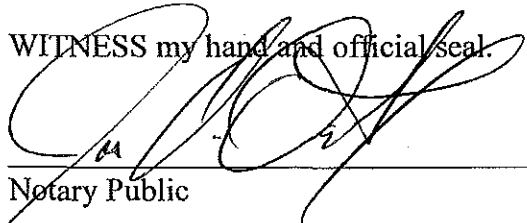
APPROVED AS TO FORM:

Derek P. Cole, City Attorney

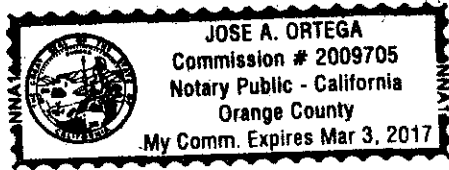
STATE OF CALIFORNIA)
) SS
COUNTY OF Orange)

On November 7, 2014, before me, Jose A. Ortega, Notary Public, personally appeared ELLEN HUI, 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 paragraph is true and correct.

WITNESS my hand and official seal.


Notary Public



(Seal)

STATE OF CALIFORNIA)
) SS
COUNTY OF _____)

On _____, before me, _____, 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 paragraph is true and correct.

WITNESS my hand and official seal.

Notary Public

(Seal)

EXHIBIT A

LEGAL DESCRIPTION

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

Parcel B as shown on the Parcel Map MS 14-976, Filed _____, 2014, in Book ____ of Parcel Maps, Pages ____ through _____, inclusive, Contra Costa County Records.

EXHIBIT B

Parcel Map

[attached behind this page]

PARCEL MAP

SUBDIVISION MS 14-976

SUBDIVISION OF PARCEL C, SUBDIVISION MS 5-85,
BOOK 127 OF PARCEL MAPS, PAGE 10,
CONTRA COSTA COUNTY RECORDS

CITY OF OAKLEY, CONTRA COSTA COUNTY, CALIFORNIA

DCI ENGINEERING, INC. AUGUST, 2014 DAVID R. CHAPIN, P.L.S. 6761

OWNERSHIP STATEMENT:

THE UNDERSIGNED BEING THE ONLY PARTY HAVING A RECORD TITLE INTEREST IN THE LANDS DESCRIBED AND EMBODIED WITHIN THE HEAVY BLACK LINES UPON THIS MAP DOES HEREBY CONSENT TO THE PREPARATION AND RECORDATION OF THE SAME, AND WE DO HEREBY DEDICATE TO THE CITY OF OAKLEY FOR PUBLIC USE THOSE PORTIONS OF SAID LANDS DESIGNATED ON SAID MAP AS _____.

THE AREA MARKED "PRIVATE ACCESS AND UTILITY EASEMENT" OR "P.A. & U.E." IS NOT DEDICATED FOR THE USE BY THE GENERAL PUBLIC, BUT IS FOR THE USE OF THE OWNERS OF SAID PARCELS FOR PRIVATE ACCESS TO SAID PARCELS FOR PRIVATE DRIVE, DRAINAGE, INGRESS AND EGRESS, SANITARY SEWER, AND EMERGENCY VEHICLE ACCESS.

THIS MAP SHOWS ALL THE EASEMENTS ON THE PARCELS, OR OF RECORDS WITHIN THE AREA, AND THE EASEMENTS WERE SHOWN ON THE PREVIOUS MAP TITLE REPORT, ORDER NUMBER 8600393-448, PREPARED BY COMMONWEALTH LAND TITLE INSURANCE COMPANY, DATED FEBRUARY 4, 2014.

AS OWNER:

OAKLEY CROSSROADS, LLC, A CALIFORNIA LIMITED LIABILITY COMPANY

OWNER'S ACKNOWLEDGEMENT:

STATE OF CALIFORNIA)
COUNTY OF _____) SS
ON _____ BEFORE ME, _____ A
APPEARED _____ WHO PROVED
TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE
NAME(S) IS/ARE SUBSCRIBED TO THE ABOVE STATEMENT AND ACKNOWLEDGED TO ME
AND THAT BY HIS/HER/THEIR SIGNATURE(S) ON THE ABOVE STATEMENT THE PERSON(S)
OR THE ENTITY UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE ABOVE
STATEMENT.
I, CLERK, UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA
THAT THE FOREGOING IS TRUE AND CORRECT.

WITNESS MY HAND _____
PRINT NAME OF NOTARY: _____
MY COMMISSION NUMBER: _____
MY COMMISSION EXPIRES: _____
COUNTY OF PRINCIPAL PLACE OF BUSINESS: _____

TRUSTEE'S STATEMENT:

THE UNDERSIGNED, AS TRUSTEE UNDER THE DEED OF TRUST RECORDED
IN OFFICIAL RECORDS BOOK _____ AS INSTRUMENT NO. _____, CONSENT TO THE EXECUTION OF
THE FOREGOING OWNERS STATEMENT AND TO THE PREPARATION AND RECORDATION
OF THIS MAP AND ALL DEEDINGS AND DEDICATIONS THEREON.
(print name of holder)

TRUSTEE'S ACKNOWLEDGEMENT:

STATE OF CALIFORNIA)
COUNTY OF _____) SS
ON _____ BEFORE ME, _____ A NOTARY
APPEARED _____ WHO PROVIDED
TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) IS/ARE
THE SAME AS HIS/HER/THEIR AUTHORIZED CAPACITIES, AND THAT BY HIS/HER/OTHER SIGNATURE(S)
ON THE ABOVE STATEMENT THE PERSON(S), OR THE ENTITY UPON BEHALF OF WHICH THE PERSON(S)
ACTED, EXECUTED THE ABOVE STATEMENT.
I, CLERK, UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE
FOREGOING IS TRUE AND CORRECT.

WITNESS MY HAND _____
PRINT NAME OF NOTARY: _____
MY COMMISSION NUMBER: _____
MY COMMISSION EXPIRES: _____
COUNTY OF PRINCIPAL PLACE OF BUSINESS: _____

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 THIS SUBDIVISION MAP ACT AND LOCAL ORDINANCE AT THE
REQUEST OF STARBUCK'S COFFEE COMPANY IN JUNE, 2014. ALL THE MONUMENTS ARE OF THE
STABLE AND ACCURATE KIND AND THE SPACING THEREOF WILL BE SUFFICIENT TO
ENABLE THE SURVEY TO BE REPEATED. THE AREA OF THIS PARCEL MAP COMPARES 1.04 ACRES, MORE
OR LESS.
I HEREBY STATE THAT THIS PARCEL MAP SUBSTANTIALLY CONFORMS TO THE APPROVED OR
CONDITIONALLY APPROVED TENTATIVE MAP, IF ANY.

DATE: _____
DAVID R. CHAPIN
P.L.S. 6761
REGISTRATION EXPIRES: SEPTEMBER 30, 2014

CITY SURVEYOR'S STATEMENT:

I, FRANCIS JOSEPH KENNEDY, CITY SURVEYOR OF THE CITY OF OAKLEY, DO HEREBY STATE THAT I HAVE
EXAMINED THIS MAP ENTITLED "PARCEL MAP MS 14-976" AND I AM Satisfied THAT SAID MAP IS
TECHNICALLY CORRECT.
DATE: _____
FRANCIS JOSEPH KENNEDY
CITY SURVEYOR, CITY OF OAKLEY,
CONTRA COSTA COUNTY, STATE OF CALIFORNIA
R.C.E. 21771 EXPIRATION DATE: SEPTEMBER 30, 2015

CITY ENGINEER'S STATEMENT:

CITY ENGINEER'S STATEMENT
I, KIROUSH ROHANI, CITY ENGINEER OF THE CITY OF OAKLEY, DO HEREBY STATE THAT I HAVE
EXAMINED THIS MAP ENTITLED "PARCEL MAP MS 14-976" AND SAID PARCEL MAP AS SHOWN IN
BOOK 127 OF PARCEL MAPS, PAGE 10, CONTRA COSTA COUNTY RECORDS, DATED THE 4
TH DAY OF AUGUST, 2014, AND I AM APPROVED ALTERATION THEREOF, AND THAT ALL PROVISIONS OF
STATE LAW AND LOCAL ORDINANCES WHICH GOVERNED THE FILING OF SUBDIVISION MAPS AT THE TIME
SAID TENTATIVE PARCEL MAP WAS APPROVED HAVE BEEN COMPLIED WITH.
DATE: _____
KIROUSH ROHANI
CITY ENGINEER, CITY OF OAKLEY,
CONTRA COSTA COUNTY, STATE OF CALIFORNIA
R.C.E. 51128 EXPIRATION DATE: SEPTEMBER 30, 2015

SIGNATURE OMISSIONS:

PURSUANT TO SECTION 66436 (6)(3)(A) OF THE SUBDIVISION MAP ACT, THE SIGNATURES OF
THE FOLLOWING OWNERS OF EASEMENTS AND/OR OTHER INTERESTS HAVE BEEN OMITTED:
EASEMENT IN FAVOR OF OAKLEY GAS AND ELECTRIC, A CALIFORNIA CORPORATION, OWNER OF AN
EASEMENT FOR ELECTRICAL TRANSMISSION LINES AND TOWERS RECORDED NOVEMBER 15, 1988
AS INSTRUMENT NO. 85561, PAGE 86 OF OFFICIAL RECORDS.
EASEMENT IN FAVOR OF STARBUCK'S CORPORATION FOR VEHICULAR AND PEDESTRIAN INGRESS AND
EGRESS, RECORDED MARCH 25, 1993 AS INSTRUMENT NO. 83-75288 IN BOOK 163221A, PAGE
281 OF OFFICIAL RECORDS.
EASEMENT FOR WATER LINES, RECORDED APRIL 2, 2003 AS INSTRUMENT NO. 2003-0751565,
CALIFORNIA FOR WATER LINES, RECORDED APRIL 2, 2003 AS INSTRUMENT NO. 2003-0751565,
EASEMENT IN FAVOR OF THE CITY OF OAKLEY A POLITICAL SUBDIVISION OF THE STATE OF
CALIFORNIA FOR THE INSTALLATION AND MAINTENANCE OF DRAINAGE, WATER, SEWER, AND
GAS PIPES, UNDERGROUND CABLES, WIRES AND CONDUITS FOR ELECTRICAL, TELEVISION, AND
OTHER UTILITIES SERVICES TO BE PROVIDED TO THE AREA BEING SURVEYED AND HEREON ON
OVER UNDER AND ACROSS RECORDED DECEMBER 4, 2007, AS INSTRUMENT NO. 2007-0529825
OF OFFICIAL RECORDS.

CITY CLERK'S STATEMENT:

LIBBY WREONIS, CITY CLERK AND CLERK OF THE CITY COUNCIL OF THE CITY OF OAKLEY, DO HEREBY
CERTIFY THAT THE HEREIN EMBODIED PARCEL MAP ENTITLED "PARCEL MAP MS 14-976", CONSISTING OF TWO
(2) SHEETS, THIS STATEMENT BEING OF SHEET ONE (1) THEREOF, WAS PRESENTED TO THE CITY COUNCIL, AS
PROVIDED BY LAW, AT A REGULAR MEETING THEREOF HELD ON THE _____ DAY OF _____
A.D. 2014, AND WAS PASSED AND ADOPTED BY THE CITY COUNCIL BY THE VOTE OF _____ PASSED AND
ADOPTED AT SAID MEETING, APPROVED SAID MAP AND DID ACCEPT SUBJECT TO APPROVEMENT FOR
PUBLIC USE.

IN WITNESS WHEREOF, I HAVE HEREBY SET MY HAND THIS _____ DAY OF _____, 20____.
LIBBY WREONIS
CITY CLERK AND CLERK OF THE CITY COUNCIL OF
THE CITY OF OAKLEY, CONTRA COSTA COUNTY,
STATE OF CALIFORNIA

CITY COUNCIL STATEMENT:

I, KEVIN ROHANI, PUBLIC WORKS DIRECTOR OF THE CITY OF OAKLEY, HEREBY STATE THAT THE CITY COUNCIL
OF OAKLEY HAS PASSED THE TENTATIVE MAP ENTITLED "PARCEL MAP MS 14-976" DATED JULY 10,
2014 WHICH INCLUDES THIS SUBDIVISION, UPON WHICH THIS FINAL MAP IS BASED.
DATE: _____
KEVIN ROHANI
PUBLIC WORKS DIRECTOR,
CITY OF OAKLEY, CONTRA COSTA COUNTY,
STATE OF CALIFORNIA

COUNTY RECORDER'S STATEMENT:

THIS MAP ENTITLED "PARCEL MAP MS 14-976" IS HEREBY ACCEPTED FOR RECORDATION, SHOWING A CLEAR
TITLE AND PERMITTED TO BE RECORDED IN COMMONWEALTH LAND TITLE INSURANCE COMPANY, DATED THE 4
TH DAY OF AUGUST, 2014, IN BOOK _____ OF OFFICIAL RECORDS, IN ACCORDANCE WITH ALL
RESPECTS WITH THE PROVISIONS OF STATE LAWS AND LOCAL ORDINANCES GOVERNING THE FILING OF
SUBDIVISIONS.
RECORDED AT THE REQUEST OF COMMONWEALTH LAND TITLE INSURANCE 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.

COUNTY RECORDER
CONTRA COSTA COUNTY,
STATE OF CALIFORNIA
BY: _____
DEPUTY COUNTY RECORDER

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.
DATED: _____

CLERK OF THE BOARD OF SUPERVISORS
AND COUNTY ADMINISTRATOR OF CONTRA
COSTA COUNTY, STATE OF CALIFORNIA
BY: _____
DEPUTY CLERK

PARCEL MAP

SUBDIVISION MS 14--976

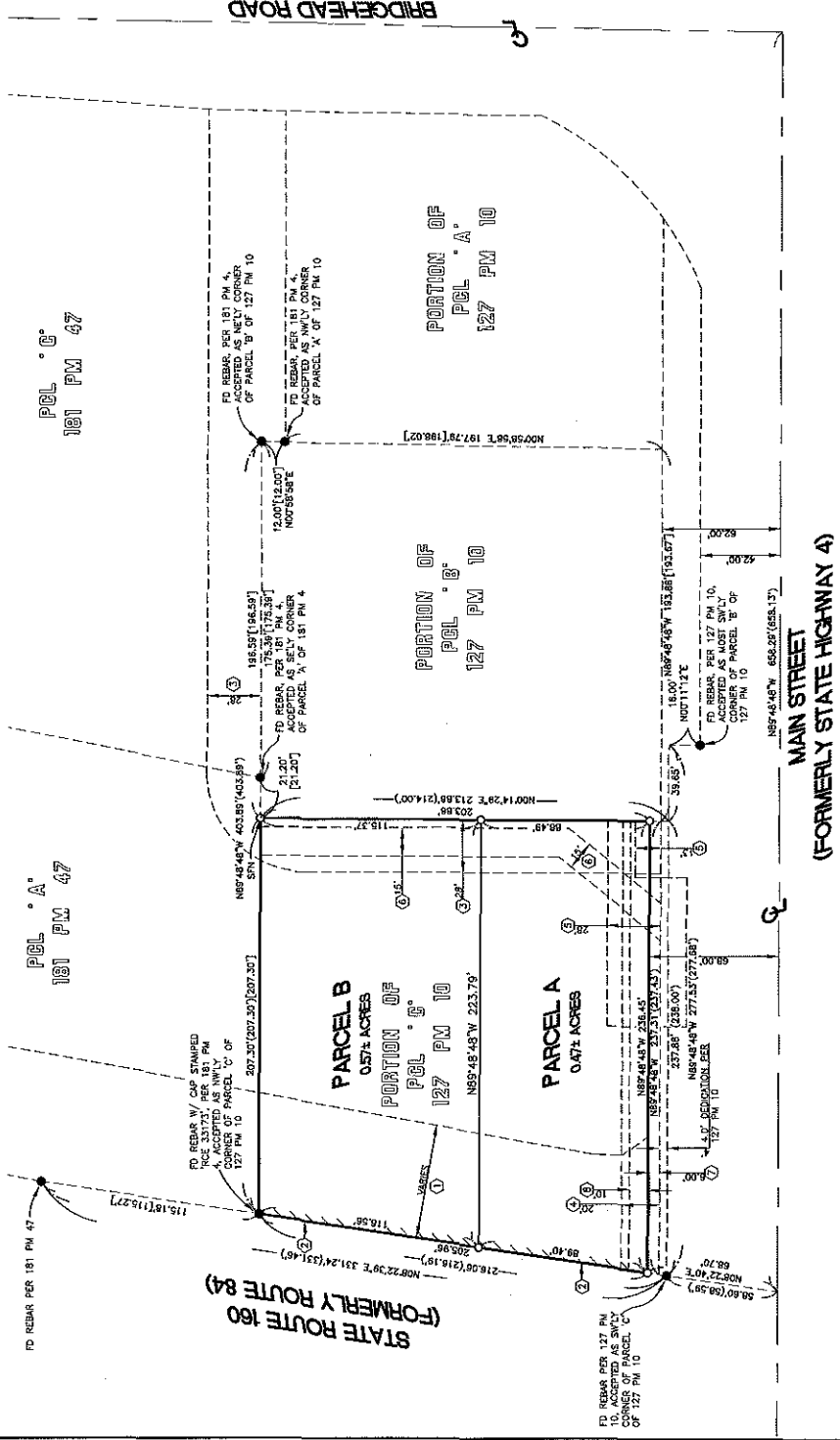
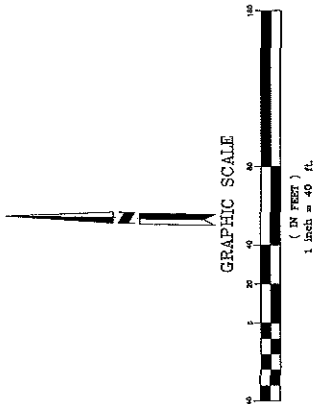
SUBDIVISION OF PARCEL C, SUBDIVISION MS 5--85,
BOOK 127 OF PARCEL MAPS, PAGE 10,
CONTRA COSTA COUNTY RECORDS

CITY OF OAKLEY, CONTRA COSTA COUNTY, CALIFORNIA

DCI ENGINEERING, INC.

JULY, 2014

DAVID R. CHAPIN, P.L.S. 6761



SURVEYOR'S NOTES:

- ① DENOTES EASEMENTS PLOTTED HEREON
- ② AN EASEMENT FOR ELECTRICAL TRANSMISSION LINES AND TOWERS TO PACIFIC GAS AND ELECTRIC COMPANY, A CALIFORNIA CORPORATION DATED NOVEMBER 15, 1988 RECORDED AS INSTRUMENT NO. 85581 IN BOOK 5751 PAGE 98 OF OFFICIAL RECORDS.
- ③ OWNERSHIP OF SAID LAND DOES NOT INCLUDE RIGHTS OF ACCESS TO OR FROM THE STREET, HIGHWAY OR RAILROAD OR TO ANY PORTION OF SAID LAND, SUCH RIGHTS HAVING BEEN RELINQUISHED BY THE DECLARANT RECORDED NOVEMBER 15, 1988 AS INSTRUMENT NO. 85584 IN BOOK 5751, PAGE 107 OF OFFICIAL RECORDS.
- ④ AN EASEMENT FOR COMMON ACCESS PER PARCEL MAP RECORDED AS 127 PM 11.
- ⑤ A SETBACK LINE AS SHOWN ON PARCEL MAP RECORDED AS 127 PM 11.
- ⑥ AN EASEMENT FOR VEHICULAR AND PEDESTRIAN INGRESS AND EGRESS RECORDED MARCH 25, 1993 AS PER INSTRUMENT NO. 83-79287 OF OFFICIAL RECORDS.
- ⑦ AN EASEMENT FOR WATERLINE GRANTED TO DIADELO WATER DISTRICT, A LOCAL GOVERNMENT AGENCY OF THE STATE OF CALIFORNIA RECORDED APRIL 2, 2003 AS INSTRUMENT NO. 2003-0191589 OF OFFICIAL RECORDS.
- ⑧ AN IRREVOCABLE OFFER TO DEDICATE AN EASEMENT OVER A PORTION OF SAID LAND FOR ROADWAY, RECORDS DEPARTMENT OFFICIAL INSTRUMENT NO. 2007-0328923 OF OFFICIAL RECORDS.
- ⑨ AN IRREVOCABLE OFFER TO DEDICATE AN EASEMENT OVER A PORTION OF SAID LAND FOR PUBLIC UTILITIES, RECORDS DEPARTMENT OFFICIAL INSTRUMENT NO. 2007-0328928 OF OFFICIAL RECORDS.

REFERENCES

- SUBDIVISION LINE
- PARCEL LINE
- RECORD PARCEL LINE
- CENTERLINE
- EASEMENT LINE
- EASEMENT LINE
- INDICATES US ACCESS RIGHTS PER INSTRUMENT NO. 85581 IN BOOK 5751, PAGE 107 OF OFFICIAL RECORDS
- INDICATES RECORD DATA PER 127 PM 10
- INDICATES RECORD DATA PER 181 PM 47
- SEARCHED FOUND NOTHING
- DENOTES SET GEAR SPRING AND WASHER STAMPED PLS 6761
-

BASES OF BEARINGS

THE BEARINGS SHOWN HEREON ARE BASED ON THE BEARING OF THE SOUTHERLY LINE OF PARCELS 'A' AND 'C' OF 181 PM 47 AND THE SOUTHERLY LINE OF PARCELS 'B' AND 'D' OF 127 PM 10 OF THE CONTRA COSTA COUNTY RECORDS.

EXHIBIT C

Cost Estimate

[attached behind this page]

**ESTIMATE OF QUANTITIES
STARBUCKS OAKLEY
MAIN STREET STREET IMPROVEMENTS
COST ESTIMATE**

DESCRIPTION	QUANTITY	MATERIAL & LABOR (\$/UNIT)	
1 CURB AND GUTTER	250 LF	17.5 =	4375
2 CONCRETE SIDEWALK	1,450 SF	4 =	5800
3 DRIVEWAY APPROACH	460 SF	10 =	4600
4 STORM DRAIN INLET TYPE "G"	1 EA	5000 =	5000
5 STORM DRAIN INLET TYPE "J"	1 EA	4000 =	4000
6 AC PAVEMENT AND BASE	680 SF	7 =	4760
7 RELOCATE WATER METER	1 EA	1500 =	1500
8 STORM DRAIN LINES	1 LS	1500 =	1500
9 LANDSCAPE	1 LS	12000	12000
10 DEMOLITION	1 LS	10000	10000
		TOTAL \$	53,535.00

PREPARED BY:

DCi ENGINEERING, INC.

LAND SURVEYING & CIVIL ENGINEERING
4420 EAST MIRALOMA AVENUE SUITE A
ANAHEIM, CA. 92807
PHONE : (714) 779-3828 FAX (714) 779-3829



Recording Requested By:

Oakley Crossroad LLC
 1592 Union Street, #252
 San Francisco, CA 94123
 Attention: Ellen Hui

When Recorded Mail To:

City Clerk
 City of Oakley
 3231 Main Street
 Oakley CA 94561

**SUBDIVISION ANNEXATION AND
 ASSESSMENT AUTHORIZATION
 DEFERRAL AGREEMENT
 MINOR SUBDIVISION MS 14-976**

This agreement ("Agreement") is made at Oakley, California, effective as of November 7, 2014, by and between the CITY OF OAKLEY, a municipal corporation ("City") and Oakley Crossroads, LLC, a California Limited Liability Company ("Owner").

Recitals

A. On July 8th, 2014 the City Council of the City of Oakley adopted Resolution No. 67-14 which conditionally approved the tentative map for Minor Subdivision MS 14-976 at 900 – 910 Main Street which consists of two proposed parcels (each a "Parcel"), which is further described in the map and legal description attached hereto and incorporated herein as Exhibits A and B respectively.

B. Condition of Approval 70 requires the Parcel's participation in the provision of funding to maintain police services by voting to approve a special tax ("Special Tax") created by this minor subdivision approval. The election to provide for the tax shall be completed prior to the filing of the final map.

C. Condition of Approval 71 requires the Parcel's participation in the formation of a mechanism to fund the operation and maintenance of the storm drain system, including storm water quality monitoring and reporting, storm water ponds and any proposed pump stations as well as any levees proposed to be maintained by the City. The appropriate funding mechanism ("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. Condition of Approval 71 further requires that the funding mechanism shall be formed prior to issuance of a certificate of occupancy, and the project proponent shall fund all costs of formation.

D. City and Owner, by this Agreement, are implementing Conditions of Approval Numbers 70 and 71.

AGREEMENT

With reference to the foregoing Recitals and in consideration of the mutual provisions, obligations and covenants herein contained, City and Owner agree as follows:

1. Recitals.

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

2. Support for Annexation.

Owner shall support and take any and all actions necessary to participate in the provision of funding to maintain police services by the Parcel's annexation to Oakley Special Police Tax Area.

Owner shall support and take any and all actions necessary for the Parcel's participation in the formation of a Funding Mechanism for the operation and maintenance of the storm drain system, including City-wide storm water management and discharge control activities.

3. Submission of Assessment Ballots in Favor of Assessment, Special Tax Ballot in Favor of Special Tax, Ballot for Storm Drain Maintenance Funding Mechanism and Ballot for Offsite Improvement Assessment District.

Upon receipt of an assessment ballot regarding the assessments that shall be annually imposed by the District and/or a special tax ballot regarding the special tax annually imposed for maintenance of police services and/or a ballot regarding the assessments that shall be annually imposed for storm drain maintenance Funding Mechanism on the Parcel and/or a ballot or written request from the City regarding participation in the formation of an assessment district for construction of offsite improvements, Owner shall promptly indicate its support for such assessments and/or special taxes and/or requests by marking the ballot(s) and submitting it as instructed in the ballot materials or as directed in the request. Owner specifically understands that the current assessments levied by the District and the current special taxes for maintenance of police services and the current special taxes for the Funding Mechanism may increase due to inflation and Owner agrees to pay any such increase.

4. Restrictions on Issuance and Processing of Building Permits.

Owner shall not request, and City shall neither issue nor process, any building permits for the Parcel or any structure in/on the Parcel until the annexation to the District, approval of the Special Tax and formation of Funding Mechanism (including the completion of the ballot proceedings is finalized and the assessments and special taxes are authorized to be levied) for the Parcel.

5. Recordation of Agreement.

Prior to issuance of the parcel map, Owner shall record this Agreement in the chain of title for both the Parcel and the designated remainder, such that this Agreement will be identified in any title report prepared for a potential purchaser of either the Parcel or the designated remainder.

6. Issuance of Parcel Map.

City shall not withhold approval of the parcel map for the Subdivision prior to completion of the annexation of the Parcel to the District, approval of the Parcel's Special Tax, formation of the Parcel's Funding Mechanism and prior to Parcel's participation in the formation of an assessment district for the construction of offsite improvements and authorization of the levy of the District assessment, authorization of the levy of the Special Tax, authorization of the levy of Funding Mechanism assessment and pre-payment of eligible development impact fees on the Parcel on account of failure to complete annexation to the District, approval of the Special Tax and formation of Funding Mechanism provided that the Parcel is in substantial compliance with all other conditions of approval and the Parcel is in full compliance with applicable laws.

7. Severability and Integration of Agreement.

This Agreement is an integrated agreement containing the entire understanding of the Parties regarding the matters addressed herein. No amendment or variation of the terms of this Agreement shall be effective unless made in writing and executed by both parties. In the event that any provision of this agreement is finally held or determined to be illegal or void by a court having jurisdiction, the remaining portions of the Agreement remain in full force and effect unless the parts found to be void are wholly inseparable from the remaining portion of the Agreement.

APPROVED AS TO FORM:

CITY OF OAKLEY

Derek P. Cole, City Attorney

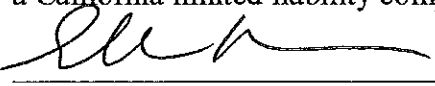
Bryan H. Montgomery, City Manager

ATTEST:

OWNER:

Libby Vreonis, City Clerk

Oakley Crossroads, LLC,
a California limited liability company



Helen Hui, its Manager

Ellen

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

State of California

County of Orange

On November 7, 2014 before me,

Jose A. Ortega

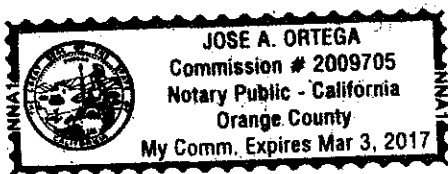
Here Insert Name and Title of the Officer

personally appeared

ELLEN HUI

Name(s) of Signer(s)

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 paragraph is true and correct.

WITNESS my hand and official seal.

Signature:

Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: Sub Division Annexation and Assessment Authorization-Deferral Agreement

Document Date: November 7, 2014 Number of Pages: Five

Signer(s) Other Than Named Above: N/A

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____ Signer's Name: _____

Corporate Officer — Title(s): _____ Corporate Officer — Title(s): _____

Individual Partner — Limited General Individual Partner — Limited General

Attorney in Fact Attorney in Fact

Trustee Trustee

Guardian or Conservator Guardian or Conservator

Other: _____ Other: _____

Signer Is Representing: _____ Signer Is Representing: _____

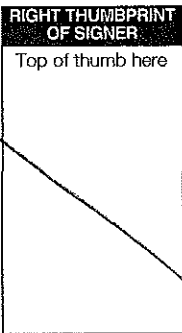


EXHIBIT A

MAP OF SUBDIVISION

**[THE COUNTY RECORDER WILL REQUIRE A VERY HIGH RESOLUTION
COPY ON 8 ½ BY 11 INCH PAPER]**

PARCEL MAP

SUBDIVISION MS 14-976

SUBDIVISION OF PARCEL C, SUBDIVISION MS 5-85,
BOOK 127 OF PARCEL MAPS, PAGE 10,
CONTRA COSTA COUNTY RECORDS

CITY OF OAKLEY, CONTRA COSTA COUNTY, CALIFORNIA

DCI ENGINEERING, INC. AUGUST, 2014 DAVID R. CHAPIN, P.L.S. 6761

OWNERSHIP STATEMENT:

THE UNDERSIGNED, BEING THE ONLY PARTY HAVING A RECORD TITLE INTEREST IN THE LANDS DESCRIBED AND EMBARRASSED WITHIN THE HEAVY BLACK LINES UPON THIS MAP, DOES HEREBY CONSENT TO THE PREPARATION AND RECORDATION OF THE SAME, AND WE DO HEREBY DEDICATE TO THE CITY OF OAKLEY FOR PUBLIC USE THOSE PORTIONS OF SAID LANDS DESCRIBED ON SAID MAP AS _____

THE AREA MARKED "PRIVATE ACCESS AND UTILITY EASEMENT OR 'E.A. & U.E.' IS NOT TO BE USED FOR ANY OTHER PURPOSES THAN THE PRIVATE ACCESS AND UTILITY EASEMENT OR 'E.A. & U.E.' FOR WHICH IT WAS DESIGNED. INGRESS AND EGRESS, SANITARY SEWER AND EMERGENCY VEHICLE ACCESS.

THIS MAP SHOWS ALL THE EASEMENTS ON THE PARCELS OR OF RECORD WITHIN THE BOUNDARY LINES OF THE HEREIN ENDOSED MAP AS SHOWN ON THE PRELIMINARY TITLE REPORT, ORDER NUMBER 86000931-466, PREPARED BY COMMONWEALTH LAND TITLE INSURANCE COMPANY, DATED FEBRUARY 4, 2014.

AS OWNER: _____
OAKLEY CROSSROADS, LLC, A CALIFORNIA LIMITED LIABILITY COMPANY

OWNER'S ACKNOWLEDGEMENT:

STATE OF CALIFORNIA) SS
COUNTY OF _____)
I, _____,)
BEFORE ME)
ON _____,)
A _____,)
NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, 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 ABOVE STATEMENT AND ACKNOWLEDGED THE)
SAME, AND THAT HE/HIS/HER/THEIR SIGNATURE(S) ON THE ABOVE STATEMENT,)
AND THAT BY HIS/HER/THEIR SIGNATURE(S) ON THE ABOVE STATEMENT, THE PERSON(S))
OR THE ENTITY UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE ABOVE)
STATEMENT.

I, CHERYL UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA)
THAT THE FOREGOING IS TRUE AND CORRECT.)
WITNESS MY HAND _____)
PRINT NAME OF NOTARY: _____)
MY COMMISSION NUMBER: _____)
MY COMMISSION EXPIRES: _____)
COUNTY OF PRINCIPAL PLACE OF BUSINESS: _____)

TRUSTEE'S STATEMENT:

THE UNDERSIGNED, AS TRUSTEE UNDER THE DEED OF TRUST RECORDED)
OF OFFICIAL RECORDS, DOES HEREBY CONSENT TO THE EXECUTION OF)
THE FOREGOING OWNER'S STATEMENT AND TO THE PREPARATION AND RECORDATION)
OF THIS MAP AND ALL DEEDINGS AND DECISIONS THEREON.)
(read name of holder)

TRUSTEE'S ACKNOWLEDGEMENT:

STATE OF CALIFORNIA)
COUNTY OF _____)
I, _____,)
BEFORE ME)
ON _____,)
A _____,)
NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, 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 ABOVE STATEMENT AND ACKNOWLEDGED TO ME THAT HE/HIS/HER/)
THEIR SIGNATURE(S) ON THE ABOVE STATEMENT, AND THAT BY HIS/HER/THEIR SIGNATURE(S))
ON THE ABOVE STATEMENT, THE PERSON(S), OR THE ENTITY UPON BEHALF OF WHICH THE PERSON(S))
ACTED, EXECUTED THE ABOVE STATEMENT.

I, CHERYL UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE)
FOREGOING IS TRUE AND CORRECT.)
WITNESS MY HAND _____)
PRINT NAME OF NOTARY: _____)
MY COMMISSION NUMBER: _____)
MY COMMISSION EXPIRES: _____)
COUNTY OF PRINCIPAL PLACE OF BUSINESS: _____)

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 STARBUCK'S COFFEE COMPANY IN JUNE, 2014. ALL THE MONUMENTS ARE OF THE)
PERMANENT AND ACCURATE TYPE AND THE SURVEY IS BEING MADE IN ACCORDANCE WITH THE)
ENACTED LAWS OF THE STATE OF CALIFORNIA. THE AREA OF THIS PARCEL MAP CONTAINS 10.4 ACRES, MORE)
OR LESS. THE SURVEY TO BE RETRACED. THE AREA OF THIS PARCEL MAP CONTAINS 10.4 ACRES, MORE)
OR LESS.

I HEREBY STATE THAT THIS PARCEL MAP SUBSTANTIALLY CONFORMS TO THE APPROVED OR)
CONDITIONALLY APPROVED TENTATIVE MAP, IF ANY.

DATE: _____
DAVID R. CHAPIN
P.L.S. 6761
REGISTRATION OFFICE: SEPTEMBER 30, 2014

CITY SURVEYOR'S STATEMENT:

I, FRANCIS JOSEPH KENNEDY, CITY SURVEYOR OF THE CITY OF OAKLEY, DO HEREBY STATE THAT I HAVE)
TECHNICALLY APPROVED PARCEL MAP MS 14-976 AND I AM SATISFIED THAT SAID MAP IS)
TECHNICALLY CORRECT.

DATE: _____
FRANCIS JOSEPH KENNEDY
CITY SURVEYOR, CITY OF OAKLEY,
CONTRA COSTA COUNTY, STATE OF CALIFORNIA
R.C.E. 21771 EXPIRATION DATE: SEPTEMBER 30, 2015

CITY ENGINEER'S STATEMENT:

CITY ENGINEER'S STATEMENT)
I, KIMORSH ROHANI, CITY ENGINEER OF THE CITY OF OAKLEY, DO HEREBY STATE THAT I HAVE)
SUBSTANTIAL CONFORMANCE WITH THE TENTATIVE PARCEL MAP APPROVED BY THE CITY OF OAKLEY CITY)
COUNCIL ON JULY 8, 2014, AND ANY APPROVED ALTERATION THEREOF, AND THAT ALL PROVISIONS OF)
STATE LAW AND LOCAL ORDINANCES WHICH COVERED THE FILING OF SUBDIVISION MAPS AT THE TIME)
SAID TENTATIVE PARCEL MAP WAS APPROVED HAVE BEEN COMPLIED WITH.

DATE: _____
KIMORSH ROHANI
CITY ENGINEER, CITY OF OAKLEY,
CONTRA COSTA COUNTY, STATE OF CALIFORNIA
R.C.E. 51138 EXPIRATION DATE: SEPTEMBER 30, 2015

SIGNATURE OMISSIONS

PURSUANT TO SECTION 66436 (G)(3)(A) OF THE SUBDIVISION MAP ACT, THE SIGNATURES OF)
THE FOLLOWING OWNERS OF EASEMENTS AND/OR OTHER INTERESTS HAVE BEEN OMITTED:)
EASEMENT IN FAVOR OF PACIFIC GAS AND ELECTRIC, A CALIFORNIA CORPORATION, OWNER OF AN)
EASEMENT FOR ELECTRICAL TRANSMISSION LINES AND TOWERS RECORDED NOVEMBER 15, 1988)
AS INSTRUMENT NO. 85551, PAGE 96 OF OFFICIAL RECORDS.)
EASEMENT IN FAVOR OF MACDONALD'S CORPORATION FOR VEHICULAR AND PEDESTRIAN ACCESS AND)
EGRESS, RECORDED MARCH 23, 1993 AS INSTRUMENT NO. 93-75286 IN BOOK 183834, PAGE)
291 OF OFFICIAL RECORDS.)
EASEMENT IN FAVOR OF DUBLIO WATER DISTRICT, A LOCAL GOVERNMENT AGENCY OF THE STATE OF)
CALIFORNIA FOR WATER LINES, RECORDED APRIL 2, 2003 AS INSTRUMENT NO. 2003-0151595,)
OFFICIAL RECORDS.)
EASEMENT FOR THE INSTALLATION AND MAINTENANCE OF DRAINAGE, WATER, SEWER, AND)
GAS PIPES, UNDERGROUND CABLES, WIRES AND CONDUITS FOR ELECTRICAL, TELEVISION, AND)
OTHER UTILITY SERVICES, TOGETHER WITH ANY ALL APPURTENANCES RETAINING HERETO ON)
OVER UNDER AND ACROSS RECORDED DECEMBER 4, 2007, AS INSTRUMENT NO. 2007-0328262)
OF OFFICIAL RECORDS

CITY CLERK'S STATEMENT:

I, LIBBY VEGONIS, CITY CLERK AND CLERK OF THE CITY COUNCIL OF THE CITY OF OAKLEY, DO HEREBY)
CERTIFY THAT THE HEREIN ENDOSED PARCEL MAP ENTITLED "PARCEL MAP MS 14-976", CONSISTING OF TWO)
(2) SHEETS, THIS STATEMENT BEING OF SHEET ONE (1), THEREOF, WAS PRESENTED TO THE CITY COUNCIL AS)
PROPOSED AND THAT SAID CITY COUNCIL DID THEREAFTER, BY RESOLUTION NUMBER _____ PASSED AND)
ADOPTED AT SAID MEETING, APPROVED SAID MAP AND DID ACCEPT SUBJECT TO IMPROVEMENT)
PUBLIC USE. _____ SHOWN THEREON AS OFFERED FOR DEDICATION FOR)

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

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

CITY COUNCIL STATEMENT:

I, KEVIN 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 PARCEL MAP MS 14-976 DATED JULY 8,)
2014 WHICH INCLUDES THIS SUBDIVISION, UPON WHICH THIS FINAL MAP IS BASED.

DATE: _____
KEVIN ROHANI
PUBLIC WORKS DIRECTOR,
CITY OF OAKLEY, CONTRA COSTA COUNTY,
STATE OF CALIFORNIA

COUNTY RECORDER'S STATEMENT:

THIS MAP ENTITLED "PARCEL MAP MS 14-976" IS HEREBY ACCEPTED FOR RECORDATION, SHOWING A CLEAR)
TITLE THEREON, AND THE SAME WILL BE RECORDED IN THE COUNTY RECORDS ON THE _____ DAY OF)
FEBRUARY, 2014, AND AFTER EXAMINING THE SAME, I FIND THAT SAID MAP COMPLIES IN)
RESPECTS WITH THE PROVISIONS OF STATE LAWS AND LOCAL ORDINANCES GOVERNING THE FILING OF)
SUBDIVISIONS.

RECORDED AT THE REQUEST OF COMMONWEALTH LAND TITLE INSURANCE 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.

COUNTY RECORDER
COUNTY OF CONTRA COSTA
STATE OF CALIFORNIA

By: _____
DEPUTY COUNTY RECORDER

CLERK OF THE BOARD OF SUPERVISORS STATEMENT:

I HEREBY STATE, AS CHECKED BELOW, THAT:

() A TAX BOND ASSUMING 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.

DATED: _____

CLERK OF THE BOARD OF SUPERVISORS)
AND COUNTY ADMINISTRATOR OF CONTRA)
COSTA COUNTY, STATE OF CALIFORNIA

By: _____
DEPUTY CLERK

PARCEL MAP

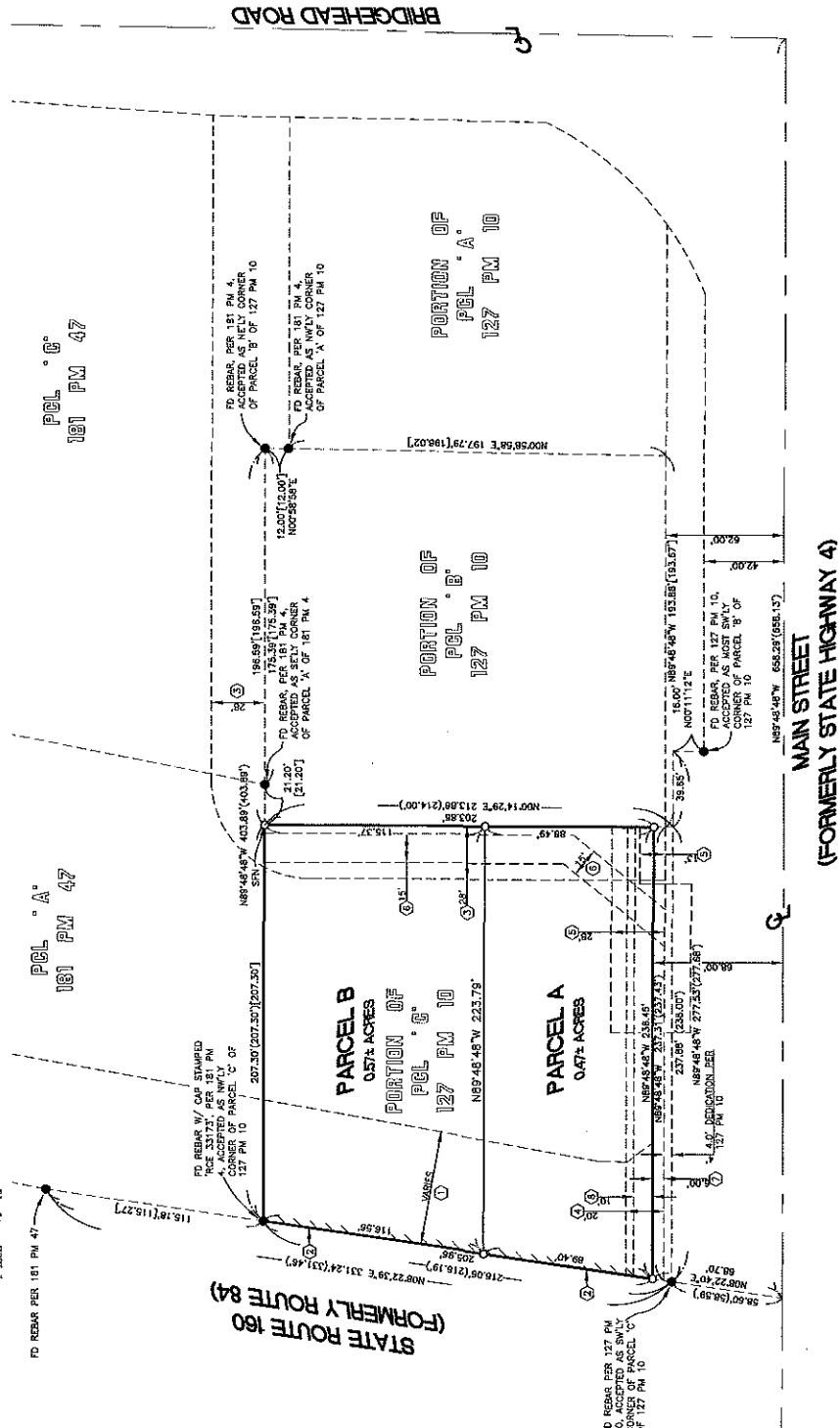
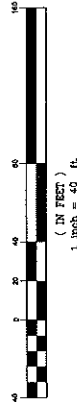
SUBDIVISION MS 14-976

SUBDIVISION OF PARCEL C, SUBDIVISION MS 5-85,
BOOK 127 OF PARCEL MAPS, PAGE 10,
CONTRA COSTA COUNTY RECORDS

CITY OF OAKLEY, CONTRA COSTA COUNTY, CALIFORNIA

DCI ENGINEERING, INC. JULY, 2014 DAVID R. CHAPIN, P.L.S. 6761

GRAPHIC SCALE



SURVEYOR'S NOTES:

- ① DENOTES EASEMENTS PLOTTED HEREON
- ② AN EASEMENT FOR ELECTRICAL TRANSMISSION LINES AND TOWERS TO PACIFIC GAS AND ELECTRIC COMPANY, A CALIFORNIA CORPORATION DATED NOVEMBER 15, 1989 RECORDED AS INSTRUMENT NO. 85561 IN BOOK 5751 PAGE 96 OF OFFICIAL RECORDS.
- ③ OWNERSHIP OF SAID LAND DOES NOT INCLUDE RIGHTS OF ACCESS TO OR FROM THE STREET, HIGHWAY OR FREEWAY ABUTTING THE WESTERLY LINE OF SAID LAND, SUCH RIGHTS BEING RESERVED BY THE RECORDS OF INSTRUMENT NO. 85564 IN BOOK 5751, PAGE 107 OF OFFICIAL RECORDS.
- ④ AN EASEMENT FOR COMMON ACCESS PER PARCEL MAP RECORDED AS 127 PM 11.
- ⑤ A SETBACK LINE AS SHOWN ON PARCEL MAP RECORDED AS 127 PM 11.
- ⑥ AN EASEMENT FOR VEHICULAR AND PEDESTRIAN INGRESS AND EGRESS RECORDED MARCH 25, 1993 AS PER INSTRUMENT NO. 85-75287 OF OFFICIAL RECORDS.
- ⑦ AN EASEMENT FOR WATERLINE GRANTED TO DUELO WATER DISTRICT, A LOCAL GOVERNMENT AGENCY OF THE STATE OF CALIFORNIA RECORDED APRIL 2, 2003 AS INSTRUMENT NO. 2003-015195 OF OFFICIAL RECORDS.
- ⑧ AN IRREVOCABLE OFFER TO DEDICATE AN EASEMENT OVER A PORTION OF SAID LAND FOR ROADWAY, RECORDED DECEMBER 4, 2007 AS INSTRUMENT NO. 2007-0329825 OF OFFICIAL RECORDS.
- ⑨ AN IRREVOCABLE OFFER TO DEDICATE AN EASEMENT OVER A PORTION OF SAID LAND FOR PUBLIC UTILITIES, RECORDED NOVEMBER 30, 2007 AS INSTRUMENT NO. 2007-0329826 OF OFFICIAL RECORDS.

REFERENCES

- SUBDIVISION LINE
- PARCEL LINE
- RECORD PARCEL LINE
- CENTERLINE
- EASEMENT LINE
- INDICATES NO ACCESS RIGHTS PER INSTRUMENT NO. RECORDED IN BOOK 5751, PAGE 107 OF OFFICIAL RECORDS
- (XX-XX) INDICATES RECORD DATA PER 127 PM 10
- [XX-XX] INDICATES RECORD DATA PER 181 PM 47
- SPN SEARCHED FOUND NOTHING
- DENOTES FOUND MONUMENTS AS DESCRIBED
- DENOTES SET GEAR SPIKE AND WASHER STAMPED PLS 6761

BASIS OF BEARINGS

THE BEARINGS SHOWN HEREON ARE BASED ON THE BEARING OF THE SOUTHERLY LINE OF PARCELS 'A' AND 'C' OF 181 PM 47 BEING NORTH 89°48'48" WEST PER RECORDS ON FILE IN THE OFFICE OF THE CONTRA COSTA COUNTY RECORDER.

EXHIBIT B

LEGAL DESCRIPTION OF SUBDIVISION

EXHIBIT B

LEGAL DESCRIPTION OF SUBDIVISION

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

Parcels A and B as shown on the Parcel Map MS 14-976, Filed _____, 2014, in Book ___ of Parcel Maps, Pages ___ through ___, inclusive, Contra Costa County Records.

RESOLUTION NO. XX-14

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OAKLEY
APPROVING THE DEFERRED IMPROVEMENT AGREEMENT WITH OAKLEY
CROSSROADS, LLC FOR MINOR SUBDIVISION MS 14-976**

WHEREAS, the City Council of the City of Oakley, California, wishes to enter into a Deferred Improvement Agreement with Oakley Crossroads, LLC for the development of a minor subdivision known as MS 14-976; and

WHEREAS, this agreement will require the developer to complete approximately \$55,535.00 in public improvements and drainage 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 Deferred Improvement Agreement with Oakley Crossroads, LLC is hereby approved and the City Manager is hereby authorized to execute the Deferred Improvement Agreement for the development of MS 14-976 in the form attached hereto as Exhibit A.

PASSED AND ADOPTED by the City Council of the City of Oakley at a meeting held on the 18th of November, 2014 by the following vote:

AYES:

NOES:

ABSTENTIONS:

ABSENT:

APPROVED:

ATTEST:

Randy Pope, Mayor

Libby Vreonis, City Clerk

Date

RESOLUTION NO. XX-14

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OAKLEY, CALIFORNIA, APPROVING A SUBDIVISION ANNEXATION AND ASSESSMENT AUTHORIZATION DEFERRAL AGREEMENT WITH OAKLEY CROSSROADS, LLC FOR MINOR SUBDIVISION 14-976

WHEREAS, Condition of Approval 70 for Minor Subdivision 14-976 requires the project to participate in the funding to maintain police services; and

WHEREAS, Condition of Approval 71 for Minor Subdivision 14-976 requires the project to participate in the formation of a mechanism to fund the operation and maintenance of the storm drain system; and

WHEREAS, the process for establishing a Special Police Tax Area has not been completed at this time; and

WHEREAS, the formation of a mechanism to fund the operation and maintenance of the storm drain system has not been completed; and

WHEREAS, Oakley Crossroads, LLC is requesting that the Parcel Map for Minor Subdivision 14-976 be filed, and is willing to enter into an agreement that, among other things, will allow her to file the map but will prohibit her from selling any lots until the assessment district annexations are complete.

NOW, THEREFORE, BE IT RESOLVED AND ORDERED, by the City Council of the City of Oakley that the Subdivision Annexation and Assessment Authorization Deferral Agreement with Oakley Crossroads, LLC is hereby approved and the City Manager is hereby authorized to execute the Subdivision Annexation and Assessment Authorization Deferral Agreement for Minor Subdivision 14-976, subject to review and approval by the City Attorney.

PASSED AND ADOPTED by the City Council of the City of Oakley at a meeting held on the 18th of November, 2014 by the following vote:

AYES:

NOES:

ABSTENTIONS:

ABSENT:

APPROVED:

ATTEST:

Randy Pope, Mayor

Libby Vreonis, City Clerk

Date

RESOLUTION NO. XX-14

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OAKLEY
CALIFORNIA, APPROVING THE PARCEL MAP TITLED
"PARCEL MAP MS 14-976" LOCATED AT 900 – 912 MAIN STREET**

WHEREAS, on May 7th, 2014, Lisa Sunderland ("APPLICANT") submitted an application on behalf of Oakley Crossroads, LLC ("OWNER") for a Tentative Parcel Map (TPM 01-14) to subdivide the 1.1 acre site into two parcels located at 900 – 912 Main Street, APN: 051-052-063; and

WHEREAS, on July 8th, 2014 the City of Oakley adopted Resolution 67-04 which conditionally approved the tentative map for Minor Subdivision MS 14-976 at 900 – 912 Main Street which includes two proposed parcels.

WHEREAS, OWNER has requested that the City Council approve the Parcel Map; and

WHEREAS, the City Engineer has determined that the final parcel map is in substantial compliance with the approved tentative parcel map and that the applicable conditions of approval have been satisfied; and

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

NOW, THEREFORE, BE IT RESOLVED AND ORDERED, by the City Council of the City of Oakley that the parcel map labeled "Parcel Map, MS 14-976", as prepared by DCi Engineering be and hereby is approved.

PASSED AND ADOPTED by the City Council of the City of Oakley at a meeting held on the 18th of November, 2014 by the following vote:

- AYES:
- NOES:
- ABSTENTIONS:
- ABSENT:

APPROVED:

ATTEST:

Randy Pope, Mayor

Libby Vreonis, City Clerk

Date

PARCEL MAP

SUBDIVISION MS 14-976

SUBDIVISION OF PARCEL C, SUBDIVISION MS 5-85,
BOOK 127 OF PARCEL MAPS, PAGE 10,
CONTRA COSTA COUNTY RECORDS

CITY OF OAKLEY, CONTRA COSTA COUNTY, CALIFORNIA

DCI ENGINEERING, INC. AUGUST, 2014 DAVID R. CHAPIN, P.L.S. 6761

OWNERSHIP STATEMENT:

THE UNDERSIGNED, BEING THE ONLY PARTY HAVING A RECORD TITLE INTEREST IN THE LOTS DESCRIBED AND ENRAGED WITHIN THE HEAVY BLACK LINES UPON THIS MAP, DOES HEREBY CONSENT TO THE PREPARATION AND RECORDATION OF THE SAME, AND WE DO HEREBY DEDICATE TO THE CITY OF OAKLEY FOR PUBLIC USE THOSE PORTIONS OF SAID LOTS DESCRIBED ON SAID MAP AS _____

THE AREA MARKED "PRIVATE ACCESS AND UTILITY EASEMENT OR 'P.A. & U.E.' IS NOT DEDICATED FOR THE USE OF THE PUBLIC. PUBLIC UTILITIES ARE NOT TO BE PLACED IN OR OVER SAID AREA. PRIVATE ACCESS, SANITARY SEWER, AND EMERGENCY VEHICLE ACCESS, DRAINAGE, INGRESS AND EGRESS, SANITARY SEWER, AND EMERGENCY VEHICLE ACCESS.

THIS MAP SURVEY ALL THE CONDITIONS ON THE APPROVED, OR OF RECORDS WITHIN THE BOUNDARY LINES OF THE HEREIN ENRAGED MAP AS SHOWN ON THE PRELIMINARY TITLE REPORT, ORDER NUMBER 86000393-146, PREPARED BY COMMONWEALTH LAND TITLE INSURANCE COMPANY, DATED FEBRUARY 4, 2014.

AS OWNER: _____

OAKLEY CROSSROADS, LLC, A CALIFORNIA LIMITED LIABILITY COMPANY

OWNER'S ACKNOWLEDGEMENT:

STATE OF CALIFORNIA)
COUNTY OF _____) SS
I, _____,)
A _____)
SINGLE PUBLIC IN AND FOR SAID COUNTY AND STATE, PERSONALLY, WHO PROVED)
APPEARED _____)
TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE)
NAME(S) IS/ARE SUBSCRIBED TO THE ABOVE STATEMENT AND ACKNOWLEDGED TO ME)
AND THAT BY ME/HIS/HER/THEIR SIGNATURE(S) ON THE ABOVE STATEMENT THE PERSON(S))
ACTED, EXECUTED THE ABOVE STATEMENT, AND TO THE PREPARATION AND RECORDATION)
OF THIS MAP AND ALL DEEDINGS AND DEDICATIONS THEREON.

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

WITNESSES MY HAND _____
PRINT NAME OF NOTARY: _____
MY COMMISSION NUMBER: _____
MY COMMISSION EXPIRES: _____
COUNTY OF PRINCIPAL PLACE OF BUSINESS: _____

TRUSTEE'S STATEMENT:

THE UNDERSIGNED, AS TRUSTEE UNDER THE DEED OF TRUST RECORDED OF OFFICIAL RECORDS, DOES, AS INSTRUMENT NO. _____, IN CONSENT TO THE RECORDING OF THE FOREGOING OWNER'S STATEMENT AND TO THE PREPARATION AND RECORDATION OF THIS MAP AND ALL DEEDINGS AND DEDICATIONS THEREON.

(insert name of holder)

TRUSTEE'S ACKNOWLEDGEMENT:

STATE OF CALIFORNIA)
COUNTY OF _____) SS
I, _____,)
A _____)
SINGLE IN AND FOR SAID COUNTY AND STATE, PERSONALLY, WHO PROVED)
APPEARED _____)
TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE)
NAME(S) IS/ARE SUBSCRIBED TO THE ABOVE STATEMENT AND ACKNOWLEDGED TO ME)
AND THAT BY ME/HIS/HER/THEIR SIGNATURE(S) ON THE ABOVE STATEMENT THE PERSON(S))
ACTED, EXECUTED THE ABOVE STATEMENT, AND TO THE PREPARATION AND RECORDATION)
OF THIS MAP AND ALL DEEDINGS AND DEDICATIONS THEREON.

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

WITNESSES MY HAND _____
PRINT NAME OF NOTARY: _____
BY COMMISSION NUMBER: _____
MY COMMISSION EXPIRES: _____
COUNTY OF PRINCIPAL PLACE OF BUSINESS: _____

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 STARBUCK'S COFFEE COMPANY IN JUNE, 2014. ALL THE MONUMENTS ARE OF THE CORRECT LOCATION AND CONSTRUCTION AND THIS SURVEY HAS BEEN CHECKED TO ENSURE THE ACCURACY TO BE REQUIRED. THE AREA OF THIS PARCEL MAP CONTAINS 104 ACRES, MORE OR LESS.

I HEREBY STATE THAT THIS PARCEL MAP SUBSTANTIALLY CONFORMS TO THE APPROVED OR CONDITIONALLY APPROVED TENTATIVE MAP, IF ANY.

DATE: _____
DAVID R. CHAPIN
P.L.S. 6761
REGISTRATION EXPIRES: SEPTEMBER 30, 2014

CITY SURVEYOR'S STATEMENT:

I, FRANCIS JOSEPH KENNEDY, CITY SURVEYOR OF THE CITY OF OAKLEY, DO HEREBY STATE THAT I HAVE EXAMINED THIS MAP ENTITLED "PARCEL MAP MS 14-976" AND I AM SATISFIED THAT SAID MAP IS TECHNICALLY CORRECT.

DATE: _____
FRANCIS JOSEPH KENNEDY
CITY SURVEYOR, CITY OF OAKLEY,
CONTRA COSTA COUNTY, STATE OF CALIFORNIA
R.C.E. 21771 EXPIRATION DATE: SEPTEMBER 30, 2015

CITY ENGINEER'S STATEMENT:

CITY ENGINEER'S STATEMENT
I, KOURISH ROHANI, CITY ENGINEER OF THE CITY OF OAKLEY, DO HEREBY STATE THAT I HAVE EXAMINED THIS MAP ENTITLED "PARCEL MAP MS 14-976" AND I AM SATISFIED THAT SAID MAP IS TECHNICALLY CORRECT. THE SUBDIVISION MAP WAS APPROVED BY THE CITY OF OAKLEY CITY COUNCIL ON JULY 8, 2014, AND ANY APPROVED ALTERATION THEREOF, AND THAT ALL PROVISIONS OF STATE LAW AND LOCAL ORDINANCES WHICH GOVERNED THE FILING OF SUBDIVISION MAPS AT THE TIME SAID TENTATIVE PARCEL MAP WAS APPROVED HAVE BEEN COMPLIED WITH.

DATE: _____
KOURISH ROHANI
CITY ENGINEER, CITY OF OAKLEY,
CONTRA COSTA COUNTY, STATE OF CALIFORNIA
R.C.E. 51138 EXPIRATION DATE: SEPTEMBER 30, 2015

SIGNATURE OMISSIONS

PURSUANT TO SECTION 66436 (G)(3)(A) OF THE SUBDIVISION MAP ACT, THE SIGNATURES OF THE FOLLOWING OWNERS OF EASEMENTS AND/OR OTHER INTERESTS HAVE BEEN OMITTED: EASEMENT IN FAVOR OF PACIFIC GAS AND ELECTRIC, A CALIFORNIA CORPORATION, OWNER OF AN EASEMENT FOR ELECTRICAL TRANSMISSION LINES AND TOWERS RECORDED NOVEMBER 15, 1988 AS INSTRUMENT NO. 85861 IN BOOK 5751, PAGE 86 OF OFFICIAL RECORDS. EASEMENT IN FAVOR OF MARCONI'S CORPORATION FOR VEHICULAR AND PEDESTRIAN INGRESS AND EGRESS, RECORDED MARCH 23, 1992 AS INSTRUMENT NO. 83-78286 IN BOOK 18382/L4 PAGE 281 OF OFFICIAL RECORDS. EASEMENT IN FAVOR OF DUBLUO WATER DISTRICT, A LOCAL GOVERNMENT AGENCY OF THE STATE OF CALIFORNIA FOR WATER LINES, RECORDED APRIL 2, 2003 AS INSTRUMENT NO. 2003-0151595, OFFICIAL RECORDS.

EASEMENT FOR THE INSTALLATION AND MAINTENANCE OF DRAINAGE, WATER SEWER, AND GAS PIPES, UNDERGROUND CABLES, WIRES AND CONDUITS FOR ELECTRICAL, TELEVISION, AND OTHER UTILITY SERVICES, TOGETHER WITH ANY ALL APPURTENANCES PERTAINING THERETO ON ALL OTHER UNDER AND ACROSS RECORDED DECEMBER 4, 2007, AS INSTRUMENT NO. 2007-0228265 OF OFFICIAL RECORDS.

CITY CLERK'S STATEMENT:

I, LIBBY VREONIS, CITY CLERK AND CLERK OF THE CITY COUNCIL OF THE CITY OF OAKLEY, DO HEREBY CERTIFY THAT THE HEREIN ENRAGED PARCEL MAP ENTITLED "PARCEL MAP MS 14-976", CONSISTING OF TWO (2) SHEETS, THIS STATEMENT BEING OF SHEET ONE (1), THEREOF, WAS PRESENTED TO THE CITY COUNCIL, AS PROVIDED BY LAW, AT A REGULAR MEETING HELD ON THE _____ DAY OF _____, 2014, AT _____ O'CLOCK _____ M. SAID PARCEL MAP WAS PASSED AND ADOPTED AT SAID MEETING, APPROVED SAID MAP AND DID ACCEPT SUBJECT TO IMPROVEMENT FOR PUBLIC USE.

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

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

CITY COUNCIL STATEMENT:

I, KEVIN ROHANI, PUBLIC WORKS DIRECTOR OF THE CITY OF OAKLEY, HEREBY STATE THAT THE CITY COUNCIL OF THE CITY OF OAKLEY HAS APPROVED THE TENTATIVE PARCEL MAP MS 14-976 DATED JULY 8, 2014 WHICH INCLUDES THIS SUBDIVISION, UPON WHICH THIS FINAL MAP IS BASED.

DATE: _____
KEVIN ROHANI
PUBLIC WORKS DIRECTOR,
CITY OF OAKLEY, CONTRA COSTA COUNTY,
STATE OF CALIFORNIA

COUNTY RECORDER'S STATEMENT:

THIS MAP, ENTITLED "PARCEL MAP MS 14-976" IS HEREBY ACCEPTED FOR RECORDATION, SHOWING A CLEAR AND LEGAL TITLE INTEREST IN THE COMMONWEALTH LAND TITLE INSURANCE COMPANY, DATED THE 4 DAY OF FEBRUARY, 2014, WITH EXAMINATION OF THE RECORDS OF THE COUNTY OF CONTRA COSTA, IN RESPECTS WITH THE PROVISIONS OF STATE LAWS AND LOCAL ORDINANCES GOVERNING THE FILING OF SUBDIVISIONS.

RECORDED AT THE REQUEST OF COMMONWEALTH LAND TITLE INSURANCE 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.

COUNTY RECORDER
CONTRA COSTA COUNTY
STATE OF CALIFORNIA
BY: _____
DEPUTY COUNTY RECORDER

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: _____
CLERK OF THE BOARD OF SUPERVISORS
AND COUNTY ADMINISTRATOR OF CONTRA
COSTA COUNTY, STATE OF CALIFORNIA
BY: _____
DEPUTY CLERK

PARCEL MAP

SUBDIVISION MS 14-976

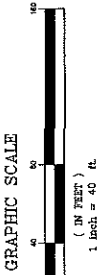
SUBDIVISION OF PARCEL C, SUBDIVISION MS 5-85,
BOOK 127 OF PARCEL MAPS, PAGE 10,
CONTRA COSTA COUNTY RECORDS

CITY OF OAKLEY, CONTRA COSTA COUNTY, CALIFORNIA

DCI ENGINEERING, INC.

JULY, 2014

DAVID R. CHAPIN, P.L.S. 6761



- ### SURVEYOR'S NOTES:
- ① DENOTES EASEMENTS PLOTTED HEREON
 - ② AN EASEMENT FOR ELECTRICAL TRANSMISSION LINES AND TOWERS TO PACIFIC GAS AND ELECTRIC COMPANY, A CALIFORNIA CORPORATION DATED NOVEMBER 15, 1988 RECORDED AS INSTRUMENT NO. 85561 IN BOOK 5751 PAGE 18 OF OFFICIAL RECORDS.
 - ③ OWNERSHIP OF SAID LAND DOES NOT INCLUDE RIGHTS OF ACCESS TO OR FROM THE STREET, HIGHWAY OR FREYWAY ABUTTING THE WESTERLY LINE OF SAID LAND, INCLUDING THE RIGHT OF ACCESS TO SAID LAND DOCUMENT RECORDED NOVEMBER 15, 1988 AS INSTRUMENT NO. 85564 IN BOOK 5751, PAGE 107 OF OFFICIAL RECORDS.
 - ④ AN EASEMENT FOR COMMON ACCESS PER PARCEL MAP RECORDED AS 127 PM 11.
 - ⑤ A SETBACK LINE AS SHOWN ON PARCEL MAP RECORDED AS 127 PM 11.
 - ⑥ AN EASEMENT FOR VEHICULAR AND PEDESTRIAN INGRESS AND EGRESS RECORDED MARCH 25, 1993 AS PER INSTRUMENT NO. 93-75287 OF OFFICIAL RECORDS.
 - ⑦ AN EASEMENT FOR WATERLINE GRANTED TO DABLO WATER DISTRICT, A LOCAL GOVERNMENT AGENCY OF THE STATE OF CALIFORNIA RECORDED APRIL 2, 2003 AS INSTRUMENT NO. 2003-015195 OF OFFICIAL RECORDS.
 - ⑧ AN IRREVOCABLE OFFER TO DEDICATE AN EASEMENT OVER A PORTION OF SAID LAND FOR ROADWAY, RECORDED DECEMBER 4, 2007 AS INSTRUMENT NO. 2007-032825 OF OFFICIAL RECORDS.
 - ⑨ AN IRREVOCABLE OFFER TO DEDICATE AN EASEMENT OVER A PORTION OF SAID LAND FOR PUBLIC UTILITIES, RECORDED DECEMBER 15, 2007 AS INSTRUMENT NO. 2007-032826 OF OFFICIAL RECORDS.

- ### REFERENCES
- SUBDIVISION LINE
 - - - PARCEL LINE
 - - - RECORD PARCEL LINE
 - - - CENTERLINE
 - - - EASEMENT LINE
 - ////// INDICATES NO ACCESS RIGHTS PER INSTRUMENT NO. RECORDED IN PARCEL MAP BOOK 5751, PAGE 107 OF OFFICIAL RECORDS
 - (XXX)X INDICATES RECORD DATA PER 127 PM 10
 - [XXX]X INDICATES RECORD DATA PER 181 PM 47
 - SPN SEARCHED FOUND NOTHING
 - DENOTES FOUND MONUMENTS AS DESCRIBED
 - DENOTES SET GEAR SPIKE AND WASHER STAMPED PLS 6761

BASES OF BEARINGS

THE BEARINGS SHOWN HEREON ARE BASED ON THE BEARING OF THE SOUTHERLY LINE OF PARCELS 'A' AND 'C' OF 181 PM 47 BEING NORTH 89°43'48" WEST PER RECORDS ON FILE IN THE OFFICE OF THE CONTRA COSTA COUNTY RECORDER.

