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Record at the request of City of Lafayette

Return to:

City of Lafayette
3675 Mt. Diablo Boulevard, Suite 210
Lafayette, CA 94549
Attention: City Clerk/CS

11/08/2013, 20130266688

No Recording Fee—Exempt
Pursuant to Government Code Section 6103

Document Title

CITY OF LAFAYETTE

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

PROJECT: Subdivision 6569 – LUCAS RANCH ESTATES

OWNERS NAMES: SOLDIER FIELD PARTNERS, LLC

ASSESSOR'S PARCEL NUMBER(S): 238-080-019

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

This Covenant Running with the Land, Stormwater Management Facility Operation and Maintenance Agreement and Right of Entry ("Agreement") is made and entered into this 10th day of September, 2013, by and between Soldier Field Partners, LLC, a California limited liability company, (hereinafter referred to as "Property Owner") and the City of Lafayette, a municipal corporation ("City"), each individually a "Party" and collectively the "Parties" to this Agreement.

RECITALS

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

WHEREAS, the Property Owner is the owner of that certain real property located within the City of Lafayette, as shown on the Map ("Property"); and

WHEREAS, the Property Owner has submitted application number TR6569 to the City to subdivide the Property into eight (8) lots, a Parcel A, and a Parcel B as shown on the Map, and the City Council has approved such application for subdivision on October 10, 2006 ("Project"); and

WHEREAS, the City has approved a Stormwater Facility for the Property within a Private Drainage Easement ("PDE") as shown on the Map attached hereto; and,

WHEREAS, the Ordinance requires the Property Owner to ensure proper operation and maintenance of the Stormwater Facility to protect and enhance the water quality of the City's watercourses, water bodies and wetlands, to maintain and improve the quality of water impacted by the Property, including its storm drainage system, and to prevent discharge of contaminated stormwater runoff from the Property; and,

WHEREAS, development of the Project requires that a Stormwater Facility as shown on Sheet C4, dated March 11, 2009 of the Improvement Plans for Subdivision 6569 – Lucas Ranch, prepared by Humann Company, Inc., be constructed and properly operated and maintained by the Property Owner; and,

WHEREAS, this Agreement memorializes the Property Owner's maintenance, operations and inspection obligations under the Ordinance, the City's NPDES Permit, and the approved Improvement Plans for Subdivision 6569 – Lucas Ranch, prepared by Humann Company, Inc., and Stormwater Control Operation and Maintenance Plan (collectively, the "Plans").

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:

ARTICLE 1

DEFINITIONS

All initially capitalized terms not otherwise defined in the Recitals and this Agreement shall have the following meanings:

1.1 Association shall mean "association" as the term is defined in Civil Code section 1351(a), created by the Property Owner, named Soldier Field Partners, LLC, to govern Lots numbered 1 through 8, and Parcel A, inclusive, as shown on the Map.

1.2 Lot or Lots shall mean each Lot shown on the Map of the Property.

1.3 Map shall mean the final map of Subdivision 6569 (Lucas Ranch Estates) filed of record on OCTOBER 10, 2013 in Book 518 of Maps at pages 1 through 7, inclusive in the Official Records of the Contra Costa County Recorder, attached hereto as Exhibit B.

1.4 Maintain, Maintained, or Maintaining shall mean taking all actions reasonably necessary to keep the Stormwater Facility in first class operation, condition and repair in accordance with the Plans and in compliance with all applicable federal, state, county and city laws and regulations, 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, preparation and submission of the Annual Report and reporting of the Stormwater Facility, and the payment of any applicable City fees. 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.

1.5 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 Lafayette as amended, and as may be superseded by subsequent NPDES permits that are reissued from time to time.

1.6 Ordinance shall mean Chapter 5.4 of the Lafayette Municipal Code, Storm Water Pollution Prevention Regulations, as may be amended from time to time.

1.7 Owner shall mean the owner of a Lot on the Property.

1.8 Property shall mean the real property set forth in the Map and further described in Exhibit A and Exhibit B attached hereto.

1.9 Property Owner shall mean Soldier Field Partners, LLC, a California limited liability company and all heirs, successors, executors, administrators and assigns, it being the intent of the Parties that the obligations undertaken in this Agreement, run with the Property and constitute a lien against the Property as provided in Civil Code section 1468.

1.10 Stormwater Facility shall mean the permanent stormwater detention basin located within the PDE on Lot 8 as shown on Exhibit B attached hereto and incorporated herein by reference, together with any appurtenant design features including but not limited to, risers, inlets, outlets, overflows, clean-outs, pipelines, and collector pipes installed and connected to the Stormwater Facility.

1.11 Transfer Date shall mean the date of the conveyance by the Property Owner to the Association of fee title to all that land within the area described as PDE on the Map containing the Stormwater Facility.

ARTICLE 2

RESPONSIBILITY FOR OPERATION AND MAINTENANCE

2.1 The Property Owner shall be the "declarant," as the term is defined in Civil Code section 1351(g), and shall complete the initial installation of the Stormwater Facility. The Property Owner shall also be responsible for the obligations and liabilities of this Agreement prior to the Transfer Date. From and after the Transfer Date, the Property Owner shall be relieved of all such obligations and liabilities and the Association and the heirs, successors, executors, administrators and assigns of the Property Owner shall be responsible for the obligations and liabilities of this Agreement.

2.2 The Property Owner shall draft and submit to the City for approval the Conditions, Covenants and Restrictions ("CC&Rs") that shall govern the use of the Lots and will be enforced by the Association. The CC&Rs shall provide that the Association shall be responsible for the Maintenance of the Stormwater Facility in accordance with the terms of this Agreement from and after the Transfer Date. In addition, the CC&Rs shall provide that the Association is entitled to and has a right of contribution for the costs of Maintenance; Inspection and preparation and submission of the Annual Report, the Security Deposit; and any and all other costs associated with the Stormwater Facility from the owners of the Lots.

2.3 With the City's prior written consent to do so, the Association shall engage a qualified, independent inspector to inspect the Stormwater Facility ("Inspector") and contractors as necessary to Maintain the Stormwater Facility ("Contractors"). The Association shall require all Contractors to familiarize themselves with the purposes, features, and mode of operation and Maintenance of the Stormwater Facility as provided in the Plans. The Contractors shall not use modes or methods of Maintenance other than those specifically described and authorized in the Plans unless the City Engineer, in her or his sole absolute discretion, approves such alternative method prior to its use. The City Engineer, also in her or his sole absolute discretion, may revoke the approval of a previously approved alternative method for the Maintenance of the Stormwater Facility at any time.

2.4 The Association shall make available copies of the Plans at the Stormwater Facility with the facility or property manager or other appropriate maintenance personnel, and must Maintain the Stormwater Facility in good working condition acceptable to the City for the life of the Project, and in compliance with the Ordinance, Plans, and all applicable federal, state and local laws, rules and regulations.

2.5 No portion of the Stormwater Facility may be altered in any way by any Owner without the prior written consent of the City Engineer. All costs to Maintain the Stormwater Facility that are incurred by the Association as the result of the negligent acts, omissions or willful misconduct of an Owner of a Lot or its invitees shall be borne by that Owner. Such Owner shall also indemnify, defend

and hold harmless the Association and all the Owners of the other Lots from and against any loss, liability, claim or judgment resulting from the negligent acts, omissions or willful misconduct of such Owner or its invitees.

ARTICLE 3

STORMWATER FACILITY INSPECTIONS AND SECURITY DEPOSIT

3.1 Routine Inspections. The Inspector shall conduct routine inspections and Maintenance of the Stormwater Facility on a monthly basis. The Inspector shall also inspect the Stormwater Facility following each significant storm.

3.2 Annual Inspections. By October 1 of each year, or as otherwise specified in the Plans, the Association shall apply for an annual inspection by obtaining a special Grading Permit from the Contra Costa County Building Inspection Division. Application for this permit shall include plans and fees as required by the Building Inspection Division. Building Inspection Division staff shall conduct the annual inspection and provide the City Engineer with an annual inspection report ("Annual Report"). The Annual Report shall include a completed checklist as described in the Stormwater Control Operation and Maintenance Plan, or other checklist approved by the City Engineer, listing the specific components of the Stormwater Facility inspected and noting any condition that requires correction or indicates a need for maintenance.

3.3 Security Deposit. For the first three (3) years after acceptance by the City of the completed Stormwater Facility, the Association shall secure the maintenance, inspection and reporting obligations set forth in this Agreement by furnishing a cash deposit to the City in the amount of five thousand dollars (\$5,000.00) ("Security Deposit"). The Security Deposit shall be refunded at the end of those three (3) years to the Association if the maintenance, inspection and reporting requirements of this Agreement have been timely complied with for each of those years. Each failure to have an Annual Inspection conducted in a timely manner in accordance with Section 3.2 shall result in an extension by an additional three (3) years of the time period before Association may be refunded its Security Deposit, and may cause the Association to replenish the Security Deposit, if the City has used it to defray expenses to fulfill the Association's obligations under this Agreement.

ARTICLE 4

RIGHT OF ENTRY AND FACILITY INSPECTION BY THE CITY

The Association hereby grants the City, the Central Contra Costa Sanitary District, the Contra Costa County Fire Protection District, the Contra Costa County Environmental Health Department, the Contra Costa Mosquito and Vector Control District, the Regional Water Quality Control Board and their authorized agents and employees (collectively, "Agencies") permission to enter the PDE area on Lot 8 and the Stormwater Facility at any reasonable time, with 24 hours prior notice, for the purpose of inspecting the condition of the Stormwater Facility, inspecting and copying records related to compliance with applicable stormwater regulations, and collecting samples and taking measurements whenever any of the Agencies deem it necessary to confirm compliance with this Agreement.

ARTICLE 5

FAILURE TO MAINTAIN OR PERFORM REQUIRED STORMWATER FACILITY REPAIRS

If the Association or their successors fail to Maintain the Stormwater Facility in accordance with this Agreement, the City Engineer or designee, with 24 hours prior written notice, may enter the PDE area on Lot 8, and return the Stormwater Facility to good working order as determined by the City Engineer. The City is under no obligation to Maintain or repair the Stormwater Facility, and this Agreement shall not be construed to impose any such obligation on the City. The Association shall reimburse the City for all the costs incurred by the City, including administrative costs to return the Stormwater Facility to good working order. The City shall provide the Association with an itemized invoice of the City's costs to return the Stormwater Facility to good working order, and the Association shall pay such invoice within thirty (30) days of the date of such invoice. If the Association fails to pay the invoice within the specified time, the City may make the costs a lien against the Lots. In addition, the City may enforce the failure to maintain the Stormwater Facility pursuant to Chapter 1-9 or Chapter 8-21 of the City's Municipal Code, or any other remedy available to the City in law or equity.

ARTICLE 6

INDEMNITY AND INSURANCE

6.1 Indemnification. The Association agrees to defend, indemnify and hold harmless the City, its officials, officers, employees, consultants, volunteers and agents from and against any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury, in law or equity, to property or persons, including wrongful death and inverse condemnation, which are in any way connected with or arise out of the construction, operation, presence, existence or maintenance of the Stormwater Facility, or from the City or other Agencies' entrance into the PDE area on Lot 8 and the Stormwater Facility, under this Agreement.

6.2 Insurance. The Association and all Inspectors and Contractors ("Insuring Parties") shall obtain and maintain liability insurance as required by the City, in its sole discretion, specifically covering the Stormwater Facility and endorsed to name the City, its officials, officers, employees, consultants, volunteers and agents as additional insureds. Such insurance shall also be endorsed to specify that the Insuring Parties' insurance is primary and that any insurance or self-insurance maintained by the City shall not contribute to it. The Insuring Parties shall provide proof of insurance in a form acceptable to the City at any time as required by the City.

ARTICLE 7

GENERAL TERMS

7.1 Successors and Assigns. This Agreement and the covenants and duties of the Association herein shall run with the land, and shall be binding upon each and every part of the Property and upon the Association, their successors and assigns in ownership (or any interest therein), for the benefit of the City, and the City's watercourses, water bodies, and wetlands, and said covenants shall inure to the benefit of and be enforceable by the City, and its assigns.

7.2 Severability. In the event that any one or more of the phrases, sentences, clauses, paragraphs, or sections contained in this Agreement shall be declared invalid or unenforceable by a valid

judgment or decree of a court of competent jurisdiction, such invalidity or unenforceability shall not effect any of the remaining phrases, sentences, clauses, paragraphs, or sections of this Agreement which shall continue in full force and effect; are hereby declared as severable; and shall be interpreted to carry out the intent of the Parties hereunder.

7.3 Waiver. The failure of either Party to exercise any right under this Agreement or to take any action permitted on a breach or default by the other Party shall not be deemed a waiver of such right or of any other rights in the event of a subsequent breach of a like or different nature.

7.4 Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of California. Venue shall be in Contra Costa County.

7.5 Integration. This Agreement, including all Exhibits, the Signature Page and the notary forms, attached hereto and incorporated herein by this reference, constitute the entire, final and complete agreement between the Parties relative to the Maintenance of the Stormwater Facility by the Property Owners and all other matters described herein and shall supersede all prior proposals, communications, negotiations, and understandings, whether oral or written. No modification or amendment of the Agreement shall be effective unless in writing and signed by both Parties.

7.6 Attorneys' Fees. If either Party commences an action against the other Party, either legal, administrative or otherwise, arising out of or in connection with this Agreement, the prevailing party in such litigation shall be entitled to recover its reasonable attorneys' fees and all other costs of such action.

7.7 Authority to Execute. Each Party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and bind each respective Party.

7.8 Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, and all of which together shall constitute one fully executed Agreement.

7.9 No Third-Party Beneficiaries. There are no intended third-party beneficiaries of any right or obligation assumed by the Parties under this Agreement.

7.10 Notices. All notices permitted or required under this Agreement shall be given to the respective Party at the following address or at such other address as the respective Party may provide in writing for this purpose:

City: City of Lafayette
Attn: City Engineer
3675 Mt. Diablo Boulevard, Suite 210
Lafayette, CA 94549

Property Owner: Soldier Field Partners, LLC
1085 Marguerite Court
Lafayette, CA 94549


SIGNATURE PAGE TO
COVENANT RUNNING WITH THE LAND,
STORMWATER MANAGEMENT FACILITY OPERATION
AND MAINTENANCE AGREEMENT, AND RIGHT OF ENTRY

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed as of the date first written above.


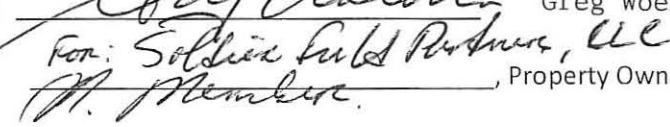
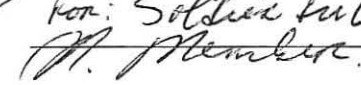
CITY OF LAFAYETTE:

Signature: 
Steven Falk, City Manager

ATTEST:

Signature: 
Joanne Robbins, City Clerk

PROPERTY OWNER:

Signature:  Greg Woehrle
For: , Property Owner


Signature: _____
_____, Property Owner

NOTE: Property Owner's signature(s) must be notarized on a separate notary sheet.
Signatures must match letter-for-letter with printed name on this agreement.

ATTACHMENTS:

- Exhibit A – Legal Description
- Exhibit B – Final Map of Subdivision 6569
- Exhibit C – Stormwater Facility Location
- Notary Form

**EXHIBIT A
LEGAL DESCRIPTION**

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

PARCEL ONE:

Portion of Section 4, Township 1 South, Range 2 West, Mount Diablo Base and Meridian, described as follows:

Beginning on the South line of the parcel of land described in the Deed from Garthwick, Incorporated, to E. B. M. Lafayette Co., recorded April 8, 1957, in Book 2960 of Official Records of Contra Costa County, Page 494, at the Southeast corner of the parcel of land described as Parcel One in the Deed from E. B. M. Lafayette Co., to DeWitt Investment Co., recorded July 14, 1959, in Book 3411 of Official Records of Contra Costa County, Page 381; thence from said point of beginning along the exterior lines of said E. B. M. Lafayette Co. Parcel (2690 OR 494) as follows: South 84° 41' 48" East, 1635.66 feet; North 20° 19' 45" West, 819.81 feet; North 19° 45' 16" West, 438.25 feet; North 21° 12' 40" West, 540.47 feet; North 31° 33' 03" West, 606.96 feet; North 30° 37' 50" West, 801.94 feet; North 31° 28' 49" West, 391.41 feet; North 37° 59' 35" West, 789.38 feet; North 36° 57' 16" West, 585.65 feet; North 83° 40' 28" West, 60.00 feet; South 0° 36' 22" West, 1315.64 feet and North 89° 52' 33" West, 373.97 feet to the Northeast line of Tract 2078 (Waverly Farms), filed June 3, 1955, in Book 58 of Maps, Page 28, Contra Costa County Records; thence along said Northeast line South 51° 55' 23" East, 491.69 feet and South 41° 56' 10" East, 765.88 feet to the Northeast line of Tract 2184 (Waverly Farms Unit No. 2), filed July 23, 1958, in Book 70 of Maps, Pages 21 and 22, Contra Costa County Records; thence along the exterior lines of said Tract 2184 (70 M 21 & 22), as follows: South 40° 37' East, 250.00 feet; South 31° 37' East, 132.00 feet; South 46° 37' East, 103.00 feet; South 54° 07' East, 148.00 feet; South 76° 07' East, 94.00 feet; South 65° 14' 04" East, 422.15 feet and South 23° 29' 31" West, 373.91 feet to the most Easterly corner of said DeWitt Investment Co., Parcel One (3411 OR 381); thence along the Northeast and East lines of said DeWitt Investment Co., Parcel One (3411 OR 381), South 68° 33' 21" West, 305.59 feet and South 9° 38' West, 875.00 feet to the point of beginning.

EXCEPTING THEREFROM:

1. All that portion thereof lying within Lot 15, Section 4, Township 1 South, Range 2 West, Mount Diablo Base and Meridian.
2. All that portion thereof lying within the parcel of land described as follows:

Beginning at the most Southerly corner of the 4.531 acre Parcel described as Parcel One in the Deed to Pacific Gas and Electric Company, recorded December 31, 1963, in Book 4522 of Official Records of Contra Costa County, Page 566; thence North 20° 20' 20" West, 534.78 feet along the Southwesterly line of Parcel One and Parcel Two in said Deed (4522 OR 566) said line also being the Southwesterly line of Parcel One in the Deed from Esther J. Dollar, et al, to State Mutual Life Assurance Company of America, recorded July 3, 1963, in Book 4400 of Official Records of Contra Costa County, Page 208, to the Southern line of the 40 foot easement

described in the document to Pacific Gas and Electric Company, recorded December 10, 1963, in Book 4508 of Official Records of Contra Costa County, Page 43; thence along said Southern line North 68° 30' 00" West, 93 feet; thence leaving said Southern line South 2° 43' 18" West, 160.79 feet; thence South 20° 20' 20" East, 237.00 feet; thence South 40° 20' 00" West, 137 feet; thence South 5° 19' 40" West, 113 feet to the Southern line of the property described in the Deed to E. B. M. Lafayette Company, recorded April 8, 1957, in Book 2960 of Official Records of Contra Costa County, Page 494; thence along said Southern line South 84° 40' 20" East, 333 feet to the Southwesterly line of the State Mutual Life Assurance Parcel (4400 OR 208); thence along last said line North 17° 43' 46" West, 11.28 feet and North 20° 20' 20" West, 90.05 feet, more or less, to the point of beginning.

PARCEL TWO:

A non-exclusive easement appurtenant to Parcel One above as granted from Richard Velasquez, et ux, in the instrument recorded June 28, 2004, Series No. 2004-248024, Contra Costa County Records, for the installation and maintenance of drainage facilities over the following described land:

Portion of Lot 34, as said Lot is shown on Tract Map 2078, filed June 3, 1955, in Book 58 of Maps, Page 28, Contra Costa County Records, described as follows:

Beginning at a point on the Northern right of way line of Lucas Drive, as said drive is shown on said Tract Map 2078, said point also being the most Southern corner of said Lot 34 (58 M 28); thence from said point of beginning along the Eastern line of said Lot 34, North 50° 52' 46" East 128.12 feet; thence along the Northern line of said Lot 34, North 41° 56' 10" West, 12.01 feet; thence leaving said line South 50° 52' 46" West, 73.37 feet; thence South 74° 27' 27" West, 10.00 feet; thence South 50° 52' 46" West, 45.00 feet to a point on said Northern right of way line of Lucas Drive; thence along said Northern line South 39° 07' 14" East, 16.00 feet to the point of beginning.

APN: 238-080-019

EXHIBIT B
FINAL MAP OF SUBDIVISION 6569

Exhibit Attached Behind This Page

SUBDIVISION 6569

BLING, VIKR BHOJJI
 SURVEILLANTS/PHILIP RANGI ZAVSI,
 VINCENTI DAVIOLASH AND MIRIAM
 CONTRA COSTA COUNTY RECORDERS OFFICE
 CITY OF LAFAYETTE, CALIFORNIA
 AUGUST, 2013



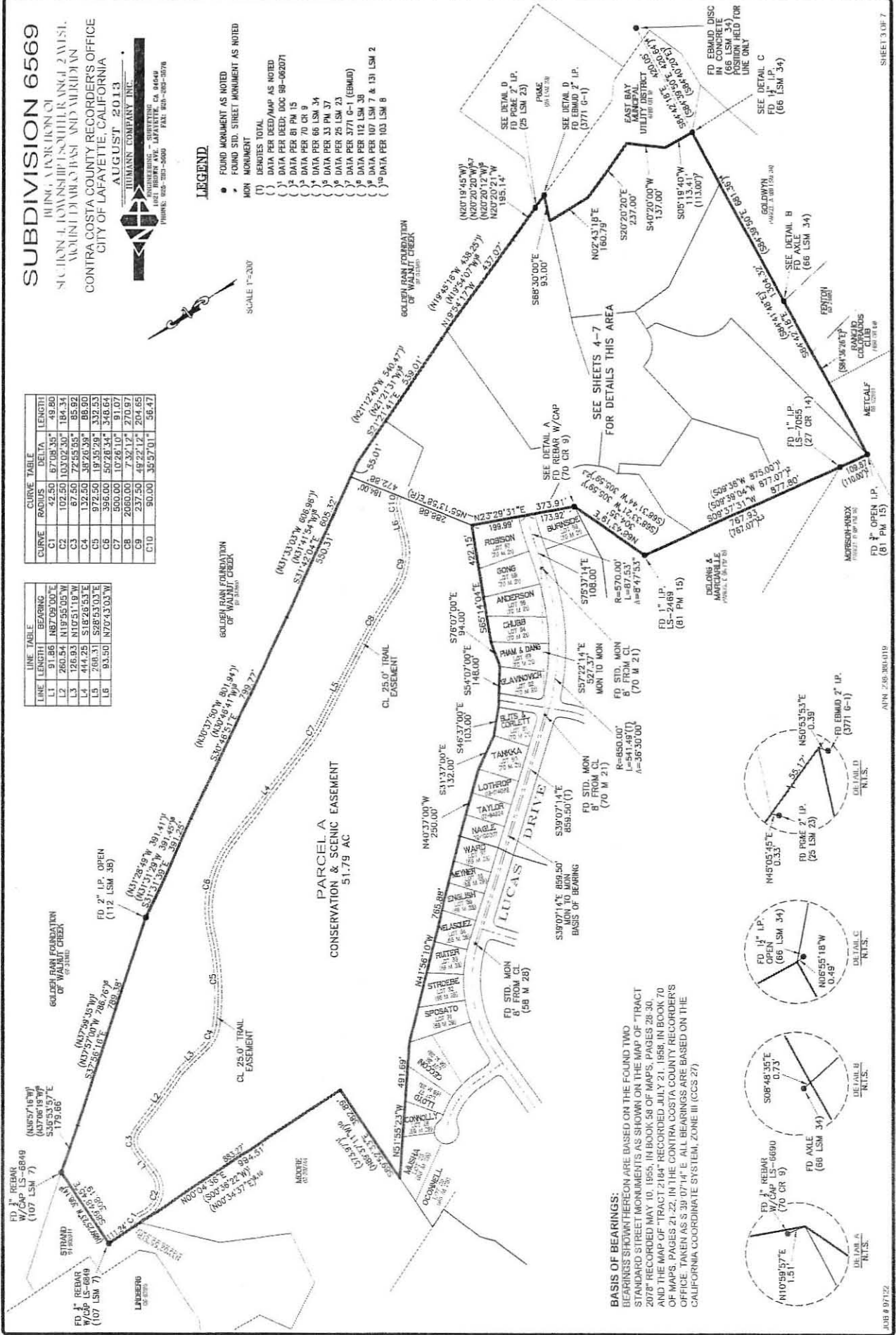
LEGEND

- FOUND MONUMENT AS NOTED
- FOUND STD. STREET MONUMENT AS NOTED
- MON MONUMENT
- (T) DEROTES TOTAL
- () DATA PER DEED/AMP AS NOTED
- (Y) DATA PER 81 PM 15
- (Z) DATA PER 66 LSM 34
- (A) DATA PER 33 PM 37
- (B) DATA PER 25 LSM 23
- (C) DATA PER 3771 G-1 (E/M/D)
- (D) DATA PER 112 LSM 38
- (E) DATA PER 107 LSM 7 & 131 LSM 2
- (F) DATA PER 103 LSM 8

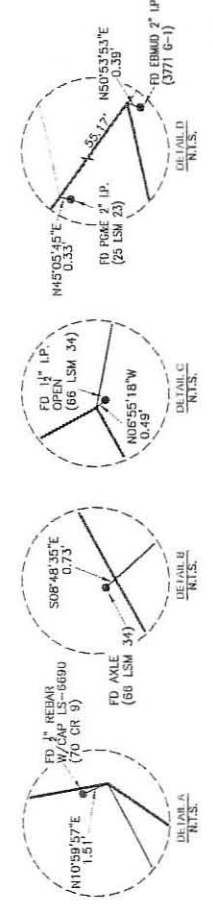


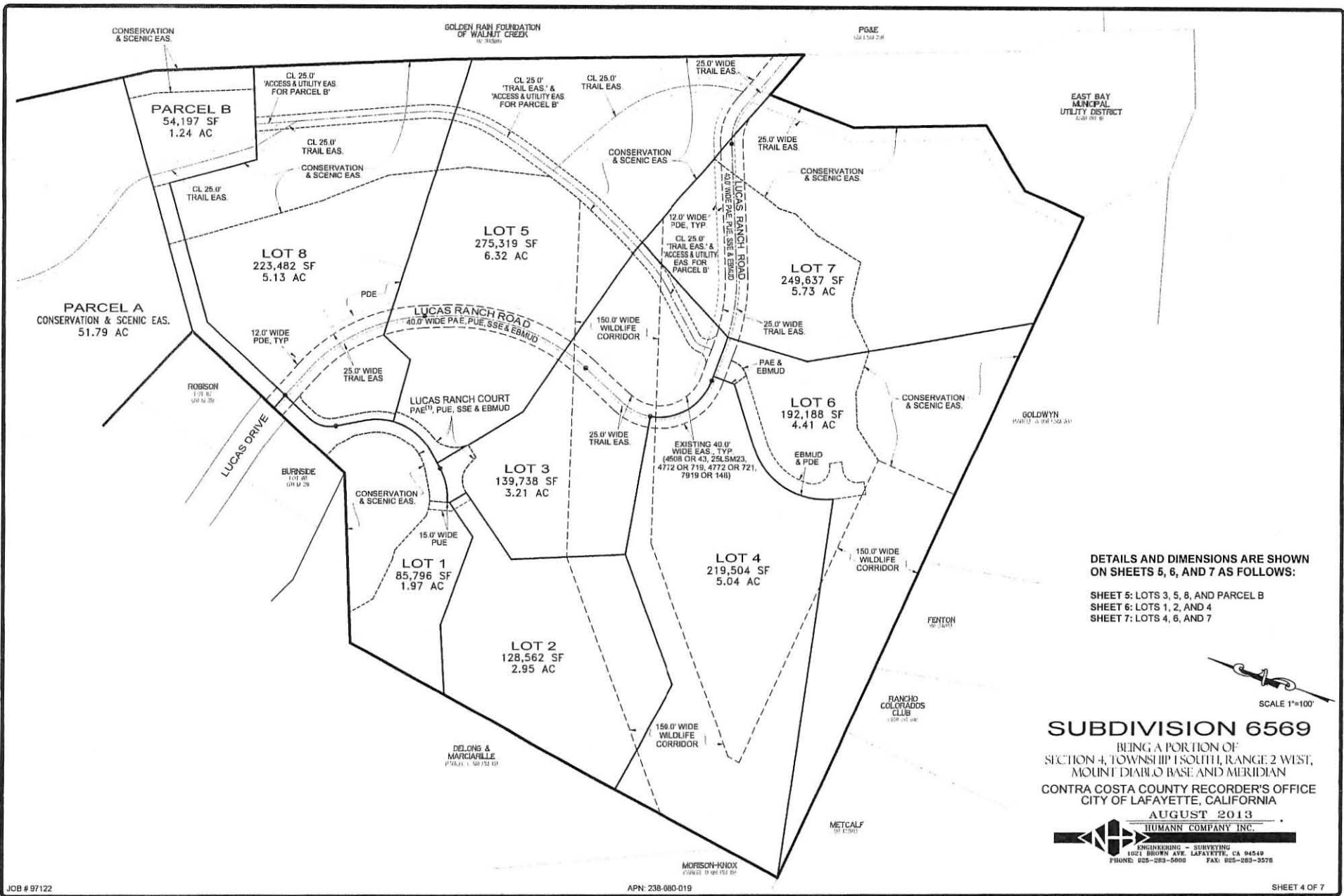
CURVE	RADIUS	DELTA	LENGTH
C1	42.50	67.0835°	49.80
C2	102.50	103.0230°	184.34
C3	87.50	72.8555°	85.92
C4	132.50	37.2635°	88.90
C5	972.50	19.3529°	332.53
C6	896.00	30.2834°	346.64
C7	2680.00	10.2810°	970.97
C8	237.50	48.2212°	204.65
C10	80.00	35.9701°	56.47

LINE	LENGTH	BEARING
L1	91.86	N87.0900°E
L2	260.94	N19.5505°W
L3	126.93	N10.5119°W
L4	444.25	S18.2853°E
L5	208.31	S28.9303°E
L6	93.50	N70.4303°W



BASIS OF BEARINGS:
 BEARINGS SHOWN THEREON ARE BASED ON THE FOUND TWO
 STANDARD STREET MONUMENTS AS SHOWN ON THE MAP OF "TRACT
 2078" RECORDED MAY 10, 1955, IN BOOK 58 OF MAPS, PAGES 28-30,
 AND THE MAP OF "TRACT 2184" RECORDED JULY 21, 1958, IN BOOK 70
 OF MAPS, PAGES 21-22, IN THE CONTRA COSTA COUNTY RECORDERS
 OFFICE. TAKEN AS S 39 07' 14" E ALL BEARINGS ARE BASED ON THE
 CALIFORNIA COORDINATE SYSTEM, ZONE III (CCS 27)





DETAILS AND DIMENSIONS ARE SHOWN ON SHEETS 5, 6, AND 7 AS FOLLOWS:

SHEET 5: LOTS 3, 5, 8, AND PARCEL B
 SHEET 6: LOTS 1, 2, AND 4
 SHEET 7: LOTS 4, 6, AND 7

SUBDIVISION 6569
 BEING A PORTION OF
 SECTION 4, TOWNSHIP 1 SOUTH, RANGE 2 WEST,
 MOUNT Diablo BASE AND MERIDIAN
 CONTRA COSTA COUNTY RECORDER'S OFFICE
 CITY OF LAFAYETTE, CALIFORNIA

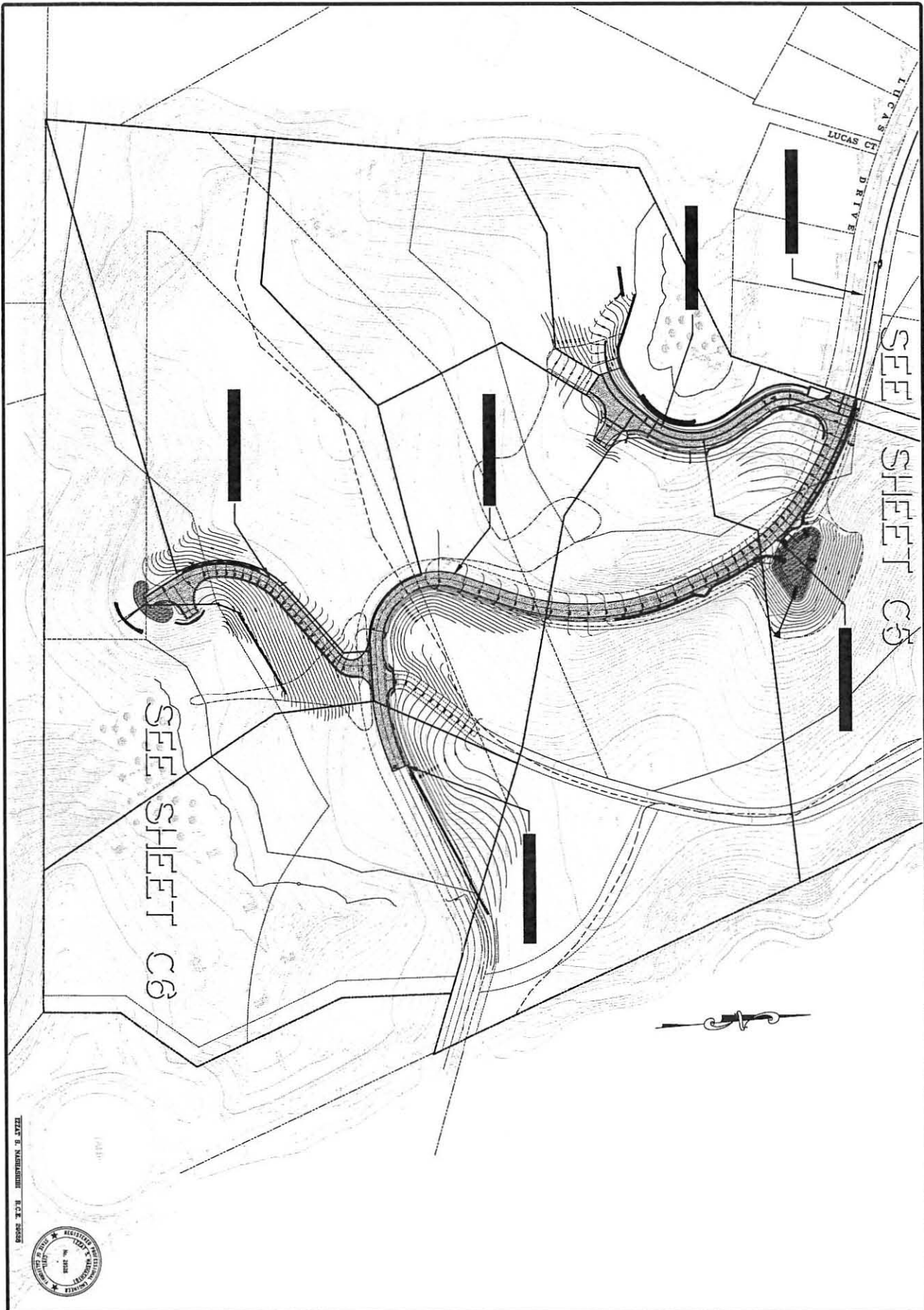
AUGUST 2013
 HUMANN COMPANY INC.
 ENGINEERING - SURVEYING
 1021 BROWN AVE. LAFAYETTE, CA 94549
 PHONE: 925-283-5000 FAX: 925-283-3578

**EXHIBIT C
STORMWATER FACILITY LOCATION**

Exhibit Attached Behind This Page

1

EXHIBIT "C"



TEXT: E. N. M. ENGINEER, E.C.E. 5028



SHEET C4
OF 25 SHEETS
JOB NO. 97122

HUMANN COMPANY INC.
 ENGINEERING - SURVEYING
 1001 BERRY AVE. LAFAYETTE, CA 94549
 PH (925)283-5000 FAX (925)283-5078

IMPROVEMENT PLANS
 SITE PLAN
 SUBDIVISION 6569 - LUCAS RANCH - APN 238-080-019
 LAFAYETTE CALIFORNIA

SCALE 1"=80'
 DATE 05/11/09
 ENGINEER S.A.
 JOB NO. 97122

REVISIONS

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of CONTRA COSTA

On 9/11/13
Date

before me,

MAY MUNAR "NOTARY PUBLIC"
Here Insert Name and Title of the Officer

personally appeared

GREG WOEHLE
Name(s) of Signer(s)



Place Notary Seal Above

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 [Handwritten Signature]
Signature of Notary Public

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: STORM WATER AGREEMENT

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

- Individual
- Corporate Officer — Title(s): _____
- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____



Signer Is Representing: _____

Signer's Name: _____

- Individual
- Corporate Officer — Title(s): _____
- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____



Signer Is Representing: _____
