

**REPORT TO MAYOR AND COUNCIL**

TO THE HONORABLE MAYOR AND CITY COUNCIL:

DATE: October 13, 2015

SUBJECT: ADOPT RESOLUTION NO. 15-61, APPROVING THE FINAL MAP FOR SUBDIVISION 9383, LA VISTA VILLAS (ASSESSOR'S PARCEL NOS. 132-030-041; 042; 043; 044; AND 045); APPROVE PRIVATE STREET NAME, CALLIE COURT; AND APPROVE THE SUBDIVISION IMPROVEMENT AGREEMENT AND THE STORMWATER MAINTENANCE AGREEMENT

Report in Brief

On July 16, 2014, the Planning Commission approved Tentative Map, Design Review, Minor Exception, and Tree Removal (PL131338-TM, DR, AA, RT) for the La Vista Villas Subdivision located at 1425 La Vista Avenue. The subdivision proposes to construct 8 single-family homes and a private road on a 1.8-acre site. The applicant for the project, Winpac – La Vista, LLC, of Modesto, has prepared a Final Subdivision Map and Subdivision Improvement Plans for the subdivision. The Final Map and Subdivision Improvement Plans substantially conform to the Vesting Tentative Map titled “Subdivision 9383, La Vista Villas.” Winpac – La Vista requests approval of the Final Map before completing all public improvements required by the conditions of approval of the tentative map and wishes to enter into an agreement for the completion of the improvements within two (2) years.

Background

On October 23, 2013, the Winpac- La Vista submitted an application for Tentative Map, Design Review, Minor Exception, and Tree Removal (PL131338-TM, DR, AA, TR) to develop the proposed subdivision. The proposed subdivision at 1425 La Vista Avenue consists of five parcels totaling 1.8-acres, Assessor's Parcel Nos. 132-030-041; 042; 043, 044; and 045, to be subdivided into an 8-lot, single-family home development with a private road.

On July 16, 2014, at its regularly scheduled public hearing, the Planning Commission approved Tentative Map, Design Review, Minor Exception, and Tree Removal (PL131338-TM, DR, AA, RT) applications with conditions and findings.

**ADOPT RESOLUTION NO. 15-61, APPROVING THE FINAL MAP FOR
SUBDIVISION 9383, LA VISTA VILLAS (ASSESSOR'S PARCEL NOS. 132-030-041;
042; 043; 044; AND 045); APPROVE STREET NAME; AND APPROVE THE
SUBDIVISION IMPROVEMENT AGREEMENT AND THE STORMWATER
MAINTENANCE AGREEMENT**

October 13, 2015

Page 2

Discussion

The Final Map is in substantial compliance with the Tentative Map titled "Subdivision 9383, La Vista Villas" approved by the Planning Commission, complies with the applicable provisions of the Subdivision Map Act and City Municipal Code, and is technically correct. The Final Map includes offers of dedication for public use of those areas designated as public pedestrian access easement (P.U.P.A.E.), for the use of emergency vehicles those areas designated as easement for ingress and egress of emergency vehicles (E.V.A.E.), and for the use of all public utilities those areas designated as public utilities easement (P.U.E.).

The private road serving the subdivision is proposed to be named "Callie Court". This name has been submitted for review through emergency response and public safety agencies as well as neighboring jurisdictions and the postal service to determine if there are any conflicts and none were identified. The private road, Callie Court (LOT "A"), will be maintained by the Homeowner's Association of Subdivision 9383 as outlined in the Covenants, Conditions and Restrictions (CC&Rs) for the subdivision. The City Council is requested, via adoption of the attached resolution, to approve the new street name "Callie Court."

Winpac – La Vista requests approval of the Final Map before completing the public and other improvements required to serve the subdivision and as outlined in the conditions of approval of the tentative map and wishes to enter into an agreement for the completion of the improvements within two (2) years ("Subdivision Improvement Agreement") and provide security for the performance of its obligations ("Performance Security"). The conditions of approval also require the subdivider to install permanent features that prevent the pollution of stormwater runoff from the project site and enter into an agreement for the operation, maintenance and preservation of the stormwater treatment measures ("Stormwater Maintenance Agreement"), establish a homeowners association, and record certain covenants, conditions and restrictions against the subdivision ("CC&Rs").

Fiscal Impact

The subdivider has paid the fees and charges required for the improvement plan reviews and inspections. The water system improvements constructed to serve the project will be owned and maintained by the Contra Costa Water District. The City will accept the curb, gutter, sidewalk and roadway improvements within the public right of way on La Vista Avenue upon completion of the subdivision improvements. The storm drain and sewer main serving the subdivision outside of the public street (La Vista Avenue) will be maintained by the Homeowners' Association of Subdivision 9383.

Public Contact

The City Council agenda was posted.

**ADOPT RESOLUTION NO. 15-61, APPROVING THE FINAL MAP FOR
SUBDIVISION 9383, LA VISTA VILLAS (ASSESSOR'S PARCEL NOS. 132-030-041;
042; 043; 044; AND 045); APPROVE STREET NAME; AND APPROVE THE
SUBDIVISION IMPROVEMENT AGREEMENT AND THE STORMWATER
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October 13, 2015

Page 3

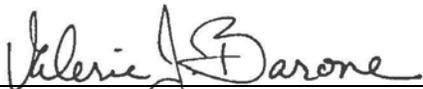
Recommendation for Action

Staff recommends that the City Council adopt Resolution 15-61, approving the Final Map for Subdivision 9383, La Vista Villas (Assessor's Parcel Nos. 132-030-041; 042; 043; 044; and 045); approve the street name; accept, subject to improvement, the pedestrian access, emergency vehicle, and public utility easements offered for dedication and authorize the City Manager to execute the Subdivision Improvement Agreement and Stormwater Maintenance Agreement for the La Vista Villas Subdivision, subject to the City Attorney's approval of the CC&Rs and Performance Securities submitted by the Subdivider.

Prepared by: Kevin Marstall, PE
Senior Civil Engineer
kevin.marstall@cityofconcord.org

Reviewed by: Robert Ovia, PE
City Engineer
robert.ovadia@cityofconcord.org

Reviewed by: Victoria Walker
Director of Comm. & Econ. Development
victoria.walker@cityofconcord.org



Valerie J. Barone
City Manager

valerie.barone@cityofconcord.org

- Attachment 1: Resolution No. 15-61
- Attachment 2: Location Map
- Attachment 3: Final Subdivision Map
- Attachment 4: Subdivision Agreement
- Attachment 5: Stormwater Maintenance Agreement

**BEFORE THE CITY COUNCIL OF THE CITY OF CONCORD
COUNTY OF CONTRA COSTA, STATE OF CALIFORNIA**

**A Resolution Approving the Final Map for
Tract 9383, La Vista Villas Subdivision,
Assessor’s Parcel Nos. 132-030-041; 042; 043; 044;
and 045; Approving the Street Name; and Approving
the Subdivision Improvement Agreement and the
Stormwater Maintenance Agreement**

Resolution No. 15-61

WHEREAS, on July 16, 2014, the City of Concord Planning Commission approved with conditions and findings Tentative Map, Design Review, Minor Exception, and Tree Removal (PL131338-TM, DR, AA, RT); and

WHEREAS, the subdivision proposes to subdivide Assessor’s Parcel Numbers 132-030-041; 042; 043; 044; and 045 into an 8-lot, single-family home development; and

WHEREAS, the City Engineer has certified that the Final Map conforms to the approved Tentative Map, and that it is technically correct; and

WHEREAS, the developer has complied with all applicable conditions of approval established by the Planning Commission for this Subdivision prior to Final Map approval; and

WHEREAS, the conditions of approval require the developer to install permanent features that prevent the pollution of stormwater runoff from the project site and enter into an agreement for the operation, maintenance and preservation of the stormwater treatment measures (“Stormwater Maintenance Agreement”), establish a homeowners association (“HOA”), and record certain covenants, conditions and restrictions against the subdivision (“CC&Rs”); and

WHEREAS, the developer has requested approval of the Final Map before completing the required improvements and wishes to enter into an agreement for the completion of those required improvements within two (2) years (“Subdivision Improvement Agreement”) and provide security for the performance of its obligations (“Performance Security”); and

WHEREAS, the developer has offered for dedication to the City certain easements as identified on the Final Map, signed the Subdivision Improvement Agreement, posted the Performance Security, signed the Stormwater Maintenance Agreement, paid the applicable fees, and is in the process of establishing the HOA and finalizing the CC&Rs.

1 **NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF CONCORD DOES**
2 **RESOLVE AS FOLLOWS:**

3 **Section 1.** Approves the Final Map of Subdivision 9383 and directs the City Clerk, Planning
4 Manager, and City Engineer to sign the Final Map on behalf of the City and authorizes recordation of
5 the Final Map, all subject to compliance with Section 3, below.

6 **Section 2.** Accepts, subject to improvements, on behalf of the public, all of the easements
7 shown on the Final Map for public use.

8 **Section 3.** Approves the Subdivision Improvement Agreement and Stormwater Maintenance
9 Agreement and authorizes the City Manager to execute the Subdivision Agreement and Stormwater
10 Maintenance Agreement, subject to City Attorney approval of the Performance Security, the timing of
11 HOA establishment, and the CC&Rs.

12 **Section 4.** Approves “Callie Court” as the name for the private street in the subdivision.

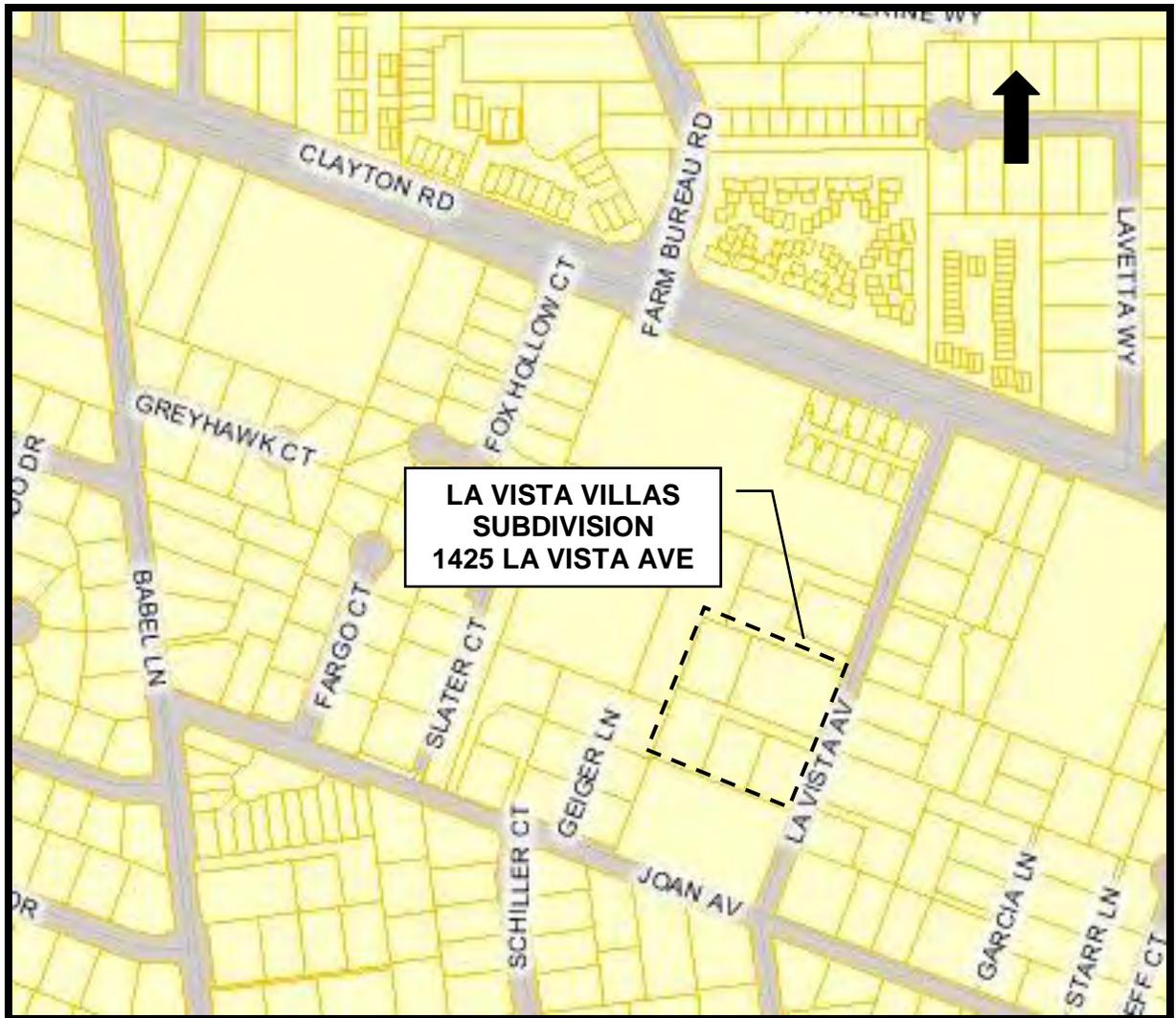
13 **Section 5.** The City Clerk shall cause a certified copy of this resolution attested to under her
14 seal to be recorded in the Office of the Contra Costa County Recorder.

15 **Section 6.** This resolution shall be effective immediately upon its passage and adoption.

16 **PASSED AND ADOPTED** by the City Council of the City of Concord on October 13, 2015,
17 by the following vote:

- 18 **AYES:** Councilmembers -
- 19 **NOES:** Councilmembers -
- 20 **ABSTAIN:** Councilmembers –
- 21 **ABSENT:** Councilmembers -

22 //
23 //
24 //
25 //
26 //
27 //
28 //



LOCATION MAP

No Scale

OWNER'S STATEMENT

THE UNDERSIGNED, BEING THE ONLY PARTIES HAVING A RECORD TITLE INTEREST IN THE LANDS DELINEATED AND EMBRACED WITHIN THE HEAVY BLACK BOUNDARY LINES UPON THIS MAP, DO HEREBY CONSENT TO THE MAKING AND RECORDATION OF THE SAME; AND THEY DO HEREBY DECLARE THAT THE AREA DESIGNATED AS CALLIE COURT (LOT "A") IS A PRIVATE STREET AND IS NOT OFFERED FOR DEDICATION FOR PUBLIC USE, EXCEPT AS NOTED BELOW, BUT IS GRANTED TO ALL LOT OWNERS WITHIN THIS SUBDIVISION, FOR ACCESS, UTILITIES, DRAINAGE, INGRESS AND EGRESS, ALL IN ACCORDANCE WITH THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF SUBDIVISION 9383. THE PRIVATE STREETS SHALL BE KEPT CLEAR AND OPEN AT ALL TIMES FOR PUBLIC ACCESS. NO PARKING, STRUCTURES OR GATES MAY BE PLACED ON THE PRIVATE STREET. MAINTENANCE OF SAID PRIVATE STREET WILL BE THE RESPONSIBILITY OF THE HOMEOWNERS' ASSOCIATION OF SUBDIVISION 9383.

THE UNDERSIGNED DO HEREBY DEDICATE TO THE PUBLIC THE RIGHT TO CONSTRUCT, RECONSTRUCT, AND MAINTAIN PUBLIC UTILITIES AND APPURTENANCES THERETO UNDER, ON AND OVER CALLIE COURT (LOT "A") AND THOSE AREAS DESIGNATED ON THIS MAP AS A "P.U.E." (PUBLIC UTILITY EASEMENT); TOGETHER WITH THE RIGHT TO ENTER UPON SAID AREAS FOR THE PURPOSES OF CONSTRUCTING, RECONSTRUCTING, MAINTAINING, OR REPAIRING SAID PUBLIC UTILITIES AND APPURTENANCES THERETO.

THE UNDERSIGNED DO HEREBY DEDICATE TO THE PUBLIC FOREVER AN EASEMENT FOR INGRESS AND EGRESS OF EMERGENCY VEHICLES (E.V.A.E.) OVER, UPON, AND ACROSS CALLIE COURT (LOT "A").

THE UNDERSIGNED DO HEREBY DEDICATE TO THE PUBLIC FOREVER AN EASEMENT FOR PUBLIC PEDESTRIAN ACCESS PURPOSES OVER, UPON AND ACROSS THE AREAS DESIGNATED IN THIS MAP AS P.U.P.A.E. (PUBLIC PEDESTRIAN ACCESS EASEMENT).

THE UNDERSIGNED DO HEREBY DECLARE THAT THE AREAS DESIGNATED IN THIS MAP AS P.R.P.A.E. (PRIVATE PEDESTRIAN ACCESS EASEMENT) AND P.A.E. (PRIVATE ACCESS EASEMENT) ARE GRANTED TO ALL LOT OWNERS WITHIN THE SUBDIVISION FOR ACCESS, INGRESS AND EGRESS, ALL IN ACCORDANCE WITH THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF SUBDIVISION 9383. THE PRIVATE PEDESTRIAN ACCESS EASEMENTS AND PRIVATE ACCESS EASEMENTS SHALL BE KEPT CLEAR AND OPEN AT ALL TIMES FOR PUBLIC ACCESS. MAINTENANCE OF SAID PRIVATE ACCESS EASEMENTS WILL BE THE RESPONSIBILITY OF THE HOMEOWNERS' ASSOCIATION OF SUBDIVISION 9383.

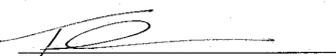
THE UNDERSIGNED DO HEREBY DECLARE THAT THE AREAS DESIGNATED ON THIS MAP AS "P.S.D.E." (PRIVATE STORM DRAIN EASEMENT) ARE FOR PRIVATE STORM DRAIN PURPOSES TO INCLUDE THE RIGHTS TO CONSTRUCT, RECONSTRUCT, ACCESS, OPERATE AND MAINTAIN PRIVATE STORM DRAIN IMPROVEMENTS, STRUCTURES, PIPES AND TREATMENT SYSTEMS. NO BUILDING OR STRUCTURE MAY BE PLACED ON SAID EASEMENT. MAINTENANCE OF SAID AREAS WILL BE THE RESPONSIBILITY OF THE HOMEOWNERS' ASSOCIATION OF SUBDIVISION 9383.

THE UNDERSIGNED DO HEREBY DECLARE THAT THE AREAS DESIGNATED ON THIS MAP AS "P.S.S.E." (PRIVATE SANITARY SEWER EASEMENT) ARE FOR PRIVATE SANITARY SEWER PURPOSES TO INCLUDE THE RIGHTS TO CONSTRUCT, RECONSTRUCT, ACCESS, OPERATE AND MAINTAIN PRIVATE SANITARY SEWER IMPROVEMENTS, STRUCTURES, PIPES AND APPURTENANCES. NO BUILDING OR STRUCTURE MAY BE PLACED ON SAID EASEMENT. MAINTENANCE OF SAID AREAS WILL BE THE RESPONSIBILITY OF THE HOMEOWNERS' ASSOCIATION OF SUBDIVISION 9383.

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

DATED THIS 24 DAY OF August, 2015

OWNER: WINPAC-LA VISTA, LLC, A CALIFORNIA LIMITED LIABILITY COMPANY


TROY WRIGHT, C.O.O.

SUBDIVISION 9383

LA VISTA VILLAS

BEING PARCELS A AND B OF M.S.C. 44-76, FILED APRIL 12, 1977, 53 P.M. 38, AND PARCELS A, B, AND C OF M.S.C. 21-76, FILED JULY 12, 1976, 46 P.M. 36, CONTRA COSTA COUNTY RECORDS, CITY OF CONCORD, COUNTY OF CONTRA COSTA, STATE OF CALIFORNIA

MAY 2015
PAGE 1 OF 4

HAWKINS & ASSOCIATES ENGINEERING, INC.
436 MITCHELL ROAD
MODESTO, CALIFORNIA 95354

NOTARY ACKNOWLEDGMENT:

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

STATE OF CALIFORNIA }
COUNTY OF Stanislaus } S.S.
ON THIS 24 DAY OF August, 2015, BEFORE
ME, Louretta G. Halstead, A NOTARY PUBLIC, PERSONALLY
APPEARED Troy Wright

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/THERE AUTHORIZED CAPACITY(IES), AND THAT BY HIS/HER/THEIR SIGNATURE 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 Louretta G. Halstead, NOTARY PUBLIC

PRINT NAME: Louretta G. Halstead

COMMISSION NO. 2001045 EXPIRES: 12/14/16

PRINCIPAL OFFICE LOCATION (COUNTY): Stanislaus

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 WINPAC-LA VISTA, LLC, AND KEVIN SOSINSKY IN MARCH, 2013. I HEREBY STATE THAT THIS FINAL MAP SUBSTANTIALLY CONFORMS TO THE APPROVED OR CONDITIONALLY APPROVED TENTATIVE MAP, IF ANY, AND ALL MONUMENTS ARE OF THE CHARACTER AND OCCUPY THE POSITIONS INDICATED. THE MONUMENTS ARE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED.

DATED THIS 20TH DAY OF August, 2015


KEVIN J. GENASCHI, P.L.S. 8660


CITY SURVEYOR'S STATEMENT

I, FRANCIS JOSEPH KENNEDY, CITY SURVEYOR FOR THE CITY OF CONCORD, DO HEREBY STATE THAT I HAVE EXAMINED THE MAP ENTITLED "SUBDIVISION 9383, LA VISTA VILLAS" AND AM SATISFIED THAT SAID MAP IS TECHNICALLY CORRECT.


FRANCIS JOSEPH KENNEDY
CITY SURVEYOR, CITY OF CONCORD
STATE OF CALIFORNIA
R.C.E. 21771



CITY ENGINEER'S STATEMENT

I, ROBERT J. OVADIA, CITY ENGINEER OF THE CITY OF CONCORD, COUNTY OF CONTRA COSTA, STATE OF CALIFORNIA, HEREBY STATE THAT I HAVE EXAMINED THIS MAP ENTITLED, "SUBDIVISION 9383, LA VISTA VILLAS" AND THAT SAID MAP AS SHOWN IS IN SUBSTANTIAL CONFORMANCE TO THE APPROVED TENTATIVE MAP AND ANY APPROVED ALTERATIONS THEREOF, AND THAT ALL PROVISIONS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCES APPLICABLE AT THE TIME OF APPROVAL OF SAID TENTATIVE MAP HAVE BEEN COMPLIED WITH.

DATED THIS _____ DAY OF _____, 2015

ROBERT J. OVADIA
CITY ENGINEER, CITY OF CONCORD
R.C.E. NO. 52664

RECORDER'S STATEMENT

THIS MAP ENTITLED "SUBDIVISION 9383, LA VISTA VILLAS", IS HEREBY ACCEPTED FOR RECORDATION SHOWING A CLEAR TITLE AS PER PRELIMINARY TITLE REPORT MADE BY CHICAGO TITLE COMPANY, DATED JULY 1, 2015, AND AFTER EXAMINING THE SAME, I DEEM THAT SAID MAP COMPLIES IN ALL RESPECTS WITH THE PROVISIONS OF STATE LAWS AND LOCAL ORDINANCES GOVERNING THE FILING OF SUBDIVISION MAPS.

FILED THIS _____ DAY OF _____, 2015, IN BOOK _____ OF MAPS AT PAGE(S) _____ IN THE OFFICE OF THE COUNTY RECORDER OF CONTRA COSTA COUNTY, STATE OF CALIFORNIA, AT THE REQUEST OF NORTH AMERICAN TITLE COMPANY

JOE E. CANCIAMILLA, COUNTY RECORDER
COUNTY OF CONTRA COSTA, STATE OF CALIFORNIA

BY: _____
DEPUTY COUNTY RECORDER

CLERK OF THE BOARD OF SUPERVISOR'S CERTIFICATE

THIS IS TO CERTIFY THAT THE OWNERS OF THE PROPERTY SHOWN ON THE ACCOMPANYING MAP HAVE FILED WITH THE BOARD OF SUPERVISORS: (CHECK ONE)

- A. A BOND OR DEPOSIT APPROVED BY SAID BOARD TO SECURE THE PAYMENT OF TAXES AND SPECIAL ASSESSMENTS COLLECTED AS TAXES, WHICH ARE AT THE TIME OF FILING THIS MAP, A LIEN AGAINST SAID PROPERTY OR ANY PART THEREOF.
- B. RECEIPTED TAX BILL OR BILLS OR SUCH OTHER EVIDENCE AS MAY BE REQUIRED BY SAID BOARD SHOWING FULL PAYMENT OF ALL APPLICABLE TAXES.

DATED THIS _____ DAY OF _____, 2015

DAVID J. TWA
CLERK OF THE BOARD OF SUPERVISORS AND COUNTY
ADMINISTRATOR OF THE COUNTY OF CONTRA COSTA,
STATE OF CALIFORNIA

BY: _____, DEPUTY.

PRINT NAME

SUBDIVISION 9383

LA VISTA VILLAS

BEING PARCELS A AND B OF M.S.C. 44-76, FILED APRIL 12, 1977,
53 P.M. 38, AND PARCELS A, B, AND C OF M.S.C. 21-76, FILED JULY
12, 1976, 46 P.M. 36, CONTRA COSTA COUNTY RECORDS, CITY OF
CONCORD, COUNTY OF CONTRA COSTA, STATE OF CALIFORNIA

MAY 2015
PAGE 2 OF 4

HAWKINS & ASSOCIATES ENGINEERING, INC.
436 MITCHELL ROAD
MODESTO, CALIFORNIA 95354

CITY CLERK'S STATEMENT

I, JOELLE FOCKLER, CITY CLERK OF THE CITY OF CONCORD, COUNTY OF CONTRA COSTA, STATE OF CALIFORNIA, DO HEREBY STATE THAT THIS MAP CONSISTING OF FOUR SHEETS AND ENTITLED "SUBDIVISION 9383, LA VISTA VILLAS", WAS PRESENTED TO THE CITY COUNCIL OF THE CITY OF CONCORD, AS PROVIDED BY LAW, AT THE REGULAR MEETING HELD ON THE _____ DAY OF _____, 2015, AND THAT SAID COUNCIL DID THEREUPON, APPROVE SAID MAP AND DID ACCEPT, SUBJECT TO IMPROVEMENTS, ON BEHALF OF THE PUBLIC ALL OF THE EASEMENTS SHOWN THEREON AS DEDICATED FOR PUBLIC USE.

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

IN WITNESS THEREOF, I HAVE HEREUNTO SET MY HAND THIS _____ DAY OF _____, 2015

BY: _____
JOELLE FOCKLER
CITY CLERK OF CONCORD
COUNTY OF CONTRA COSTA
STATE OF CALIFORNIA

PLANNING COMMISSION STATEMENT

I, LAURA SIMPSON, HEREBY STATE THAT ON _____, 20____, THE PLANNING COMMISSION OF THE CITY OF CONCORD, COUNTY OF CONTRA COSTA, STATE OF CALIFORNIA, APPROVED THE TENTATIVE MAP OF THIS SUBDIVISION, UPON WHICH THIS FINAL MAP IS BASED, AND THAT THE FINAL MAP IS IN SUBSTANTIAL CONFORMANCE TO THE APPROVED TENTATIVE MAP.

BY: _____ DATE: _____

LAURA SIMPSON
PLANNING MANAGER
CITY OF CONCORD

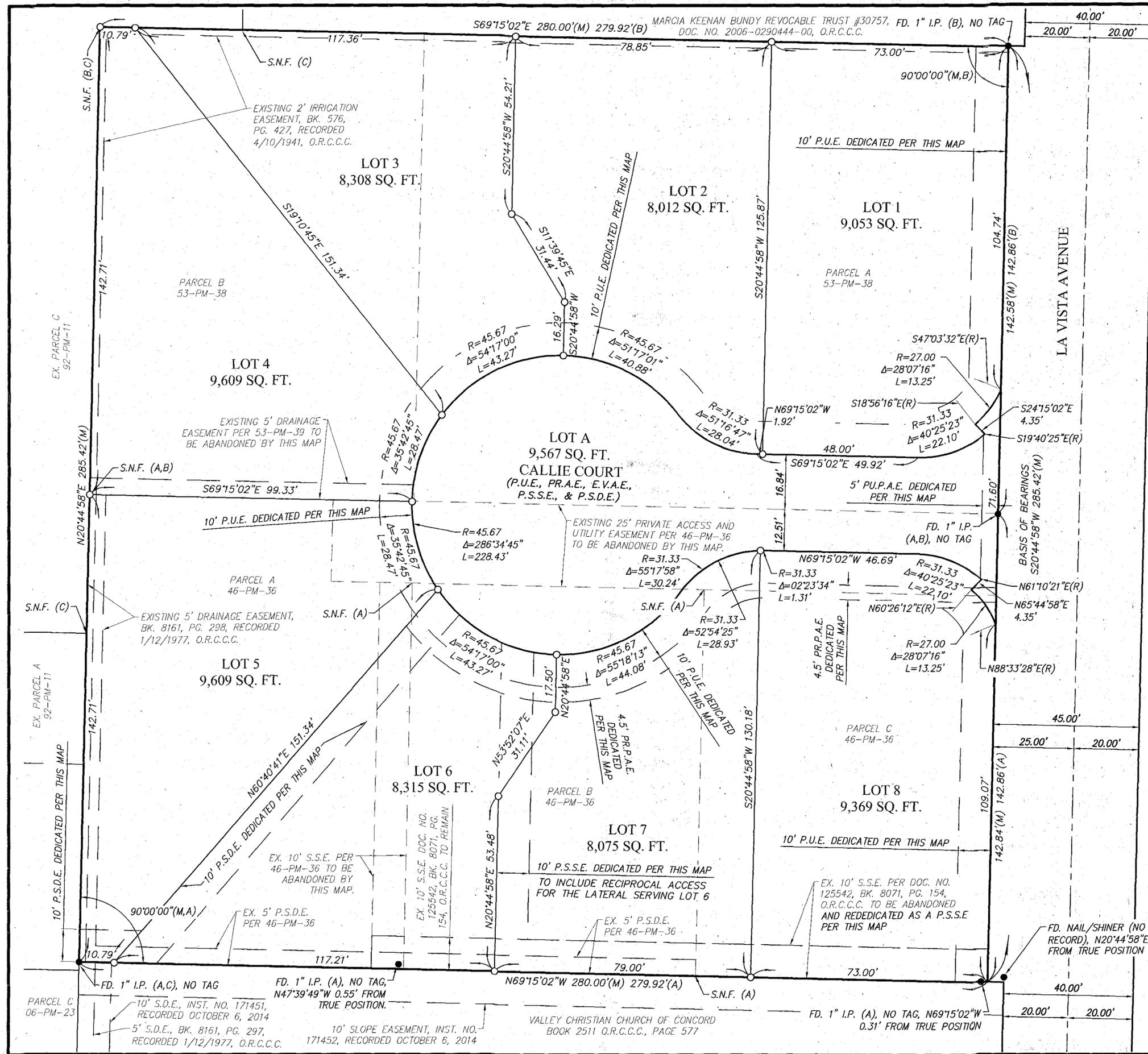
SUBDIVISION 9383

LA VISTA VILLAS

BEING PARCELS A AND B OF M.S.C. 44-76, FILED APRIL 12, 1977, 53 P.M. 38, AND PARCELS A, B, AND C OF M.S.C. 21-76, FILED JULY 12, 1976, 46 P.M. 36, CONTRA COSTA COUNTY RECORDS, CITY OF CONCORD, COUNTY OF CONTRA COSTA, STATE OF CALIFORNIA

MAY 2015
PAGE 3 OF 4

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MODESTO, CALIFORNIA 95354



REFERENCES

NOTE: ALL REFERENCES PER CONTRA COSTA COUNTY RECORDS.

- (A) BOOK 46 OF PARCEL MAPS, AT PAGE 36
- (B) BOOK 53 OF PARCEL MAPS, AT PAGE 38
- (C) BOOK 92 OF PARCEL MAPS, AT PAGE 11

BASIS OF BEARINGS

BEARINGS BASED ON FOUND RIGHT-OF-WAY MONUMENTS ALONG THE WEST RIGHT-OF-WAY LINE OF LA VISTA AVENUE, TAKEN AS S20°44'58"W, CALIFORNIA COORDINATE SYSTEM ZONE III, AS SHOWN ON THE MAP FILED IN BOOK 53 OF PARCEL MAPS, AT PAGES 38 & 39, CONTRA COSTA COUNTY RECORDS. DISTANCES SHOWN ARE GROUND.

LEGEND

- FOUND MONUMENT AS NOTED
- INDICATES SET 3/4" I.P. TAGGED L.S. 8660
- I.P. INDICATES IRON PIPE
- (M) MEASURED AS NOTED ON THIS MAP
- (R) RADIAL
- FD. FOUND
- O.R.C.C.C. OFFICIAL RECORDS, CONTRA COSTA COUNTY
- P.U.E. PUBLIC UTILITIES EASEMENT
- S.D.E. STORM DRAIN EASEMENT
- P.S.D.E. PRIVATE STORM DRAIN EASEMENT
- S.S.E. SANITARY SEWER EASEMENT
- P.S.S.E. PRIVATE SANITARY SEWER EASEMENT
- PR.P.A.E. PRIVATE PEDESTRIAN ACCESS EASEMENT
- P.A.E. PRIVATE ACCESS EASEMENT
- P.U.P.A.E. PUBLIC PEDESTRIAN ACCESS EASEMENT
- E.V.A.E. EMERGENCY VEHICLE ACCESS EASEMENT

SCALE: 1"=20'

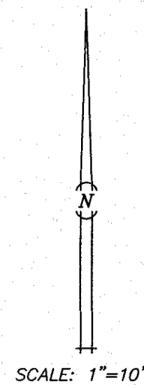
SUBDIVISION 9383

LA VISTA VILLAS

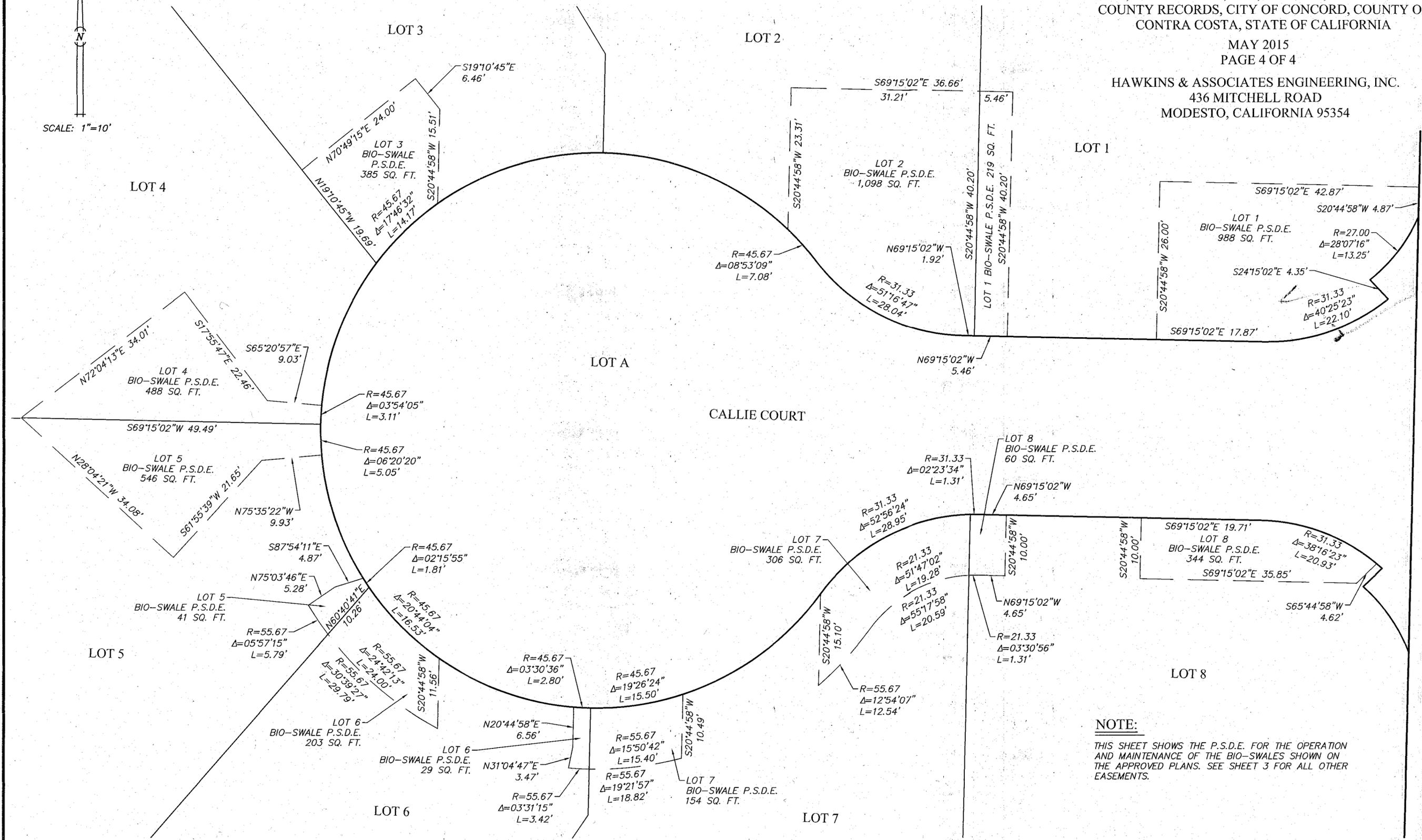
BEING PARCELS A AND B OF M.S.C. 44-76, FILED APRIL 12, 1977, 53 P.M. 38, AND PARCELS A, B, AND C OF M.S.C. 21-76, FILED JULY 12, 1976, 46 P.M. 36, CONTRA COSTA COUNTY RECORDS, CITY OF CONCORD, COUNTY OF CONTRA COSTA, STATE OF CALIFORNIA

MAY 2015
PAGE 4 OF 4

HAWKINS & ASSOCIATES ENGINEERING, INC.
436 MITCHELL ROAD
MODESTO, CALIFORNIA 95354



SCALE: 1"=10'



NOTE:

THIS SHEET SHOWS THE P.S.D.E. FOR THE OPERATION AND MAINTENANCE OF THE BIO-SWALES SHOWN ON THE APPROVED PLANS. SEE SHEET 3 FOR ALL OTHER EASEMENTS.

RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:

**City Clerk
City of Concord
1950 Parkside Drive, MS 03
Concord, CA 94519-2578**

SPACE ABOVE FOR RECORDER'S

USE ONLY

**SUBDIVISION IMPROVEMENT
AGREEMENT**

SUBDIVISION		NUMBER
NAME La Vista Villas Subdivision		9383
SUBDIVIDER		
NAME Winpac – La Vista, LLC		
STREET	CITY	ZIP
P.O. Box 576489	Modesto	95357

THIS SUBDIVISION IMPROVEMENT AGREEMENT ("Agreement") is entered into on _____, BY AND BETWEEN the **City of Concord**, a general law city in Contra Costa County, California ("City"), an **Winpac – La Vista, LLC**, a California limited liability company ("Subdivider"), who do mutually promise and agree as follows:

- 1. Improvements.** Subdivider shall construct, install, and complete road and street improvements, drainage facilities, sidewalks, curbs, gutters, utilities, street signs, sewer work, fire hydrants, electroliers, monuments, other structures, and any and all grading and improvements incidental to the work to be performed hereunder by reference and made a part hereof, all as required by the Concord Municipal Code, and in accordance with the current edition of the City Standard Specifications and City Standard Plans, both of which are on file in the City Department of Community and Economic Development, 1950 Parkside Drive MS/53, Concord, CA 94619 and are incorporated herein by reference.

2. **Completion.** Subdivider shall complete the improvements within 24 months from the recording of the final map, unless an extension is granted by the City Council. If Subdivider fails to complete the improvements within the specified time, the City may, at its option, cause any or all uncompleted improvements to be completed and the parties executing the surety or sureties shall be firmly bound for the payment of all necessary costs to complete the improvements, along with all other costs recoverable by the City pursuant to the Concord Municipal Code and the California Subdivision Map Act (Government Code, Section 66410 and following). The improvements shall be completed in a good workmanlike manner in accordance with accepted construction practices and in a manner equal or superior to the requirements of the Concord Municipal Code and rulings made thereunder; and where there is a conflict between the improvement plan and the Concord Municipal Code, the stricter requirements shall govern. Time is of the essence in this Agreement.

3. **Guarantee and Warranty.** Subdivider guarantees that the work is and will be free from defects and will perform satisfactorily in accordance with the Concord Municipal Code. Subdivider shall warranty the work for one (1) year after its completion and acceptance against any defective workmanship or materials or any unsatisfactory performance.

4. **Fees.** Upon execution of this Agreement, Subdivider shall, in accordance with the Concord Municipal Code, concurrently pay the following fees:

a.	Construction Inspection Fee (9% x)	\$26,205.98
b.	Grading Fee (Cubic Yards)	\$2,064.00
c.	Local Drainage Fee (Area – Acres x 0.00/acre)		\$6,445.80
d.	Parkland Fee (units x 16,691.00/unit)		\$0.00
e.	Improvement Plan Review and Filing Fee	\$9,632.00
f.	Final Map Review and Filing Fee (Map review 0.00 + Filing Fee 1,720)		\$5,848.00
g.	Additional Plan Review Fee:		

hours @ \$172 per hour \$0.00

h.	Other: (Acceptance of Improvements 3,440.00 +New Lot Creation 2,752.00 + Bond Deposit 1,000.00)	\$7,192.00
	Subtotal	\$57,387.78
	Less Amount Previously Paid	\$43,749.98
	Total	\$13,637.80

5. **Additional Fees.** All additional fees required by the Conditions of Approval and Concord Municipal Code shall be paid to the City prior to the issuance of permits and Certificate of Occupancy for each dwelling unit within the subdivision as listed in the Conditions of Approval and CMC.

6. **Improvement Security.** Any improvement agreement, contract or act required or authorized by the Subdivision Map Act or Concord Municipal Code Title 17 for which security is required, shall be secured in accordance with Section 66499 et seq. of the Subdivision Map Act and as provided in Concord Municipal Code Section 17.35.070, incorporated herein by reference. A performance bond or security in the amount of 100 percent of the estimated improvement cost to guarantee the construction or installation of all improvements shall be required. An additional amount of 100 percent of the estimated improvement cost shall be required to guarantee the payment to Subdivider's contractor and subcontractors, and to persons furnishing labor, materials or equipment for the construction or installation of improvements. Improvement costs shall be estimated in accordance with Concord Municipal Code Section 17.35.070(e).

A. **Bonds.** Upon execution of the Agreement, Subdivider shall deposit the following security with City:

1. **Faithful Performance.** The security shall consist of the following:

a. A cash deposit, or certified or cashier's check, or an acceptable corporate surety bond for at least **\$372,770.43**; and

- b. The **\$26,205.98** construction inspection fee paid under Subsection 4.a above which shall become a part of the security in the event Subdivider fails to meet his/her obligation prescribed under this Agreement.

The above Faithful Performance security totals **\$372,770.43**.

- 2. **Labor and Materials.** Security for at least **\$372,770.43**, which is the total estimated cost of the work, security payment to the contractor, to his subcontractor, and to persons renting equipment or furnishing labor or materials to them or to Subdivider.

- a. **Warranty Security.** Upon acceptance of the subdivision improvements by the City, Subdivider shall provide security in the amount required by the City Engineer to guarantee the improvements throughout the warranty period of one year following completion and acceptance of the improvements. The amount of the warranty security shall be not less than 15 percent of the cost of the construction of the improvements, including the cash bond, which shall be retained for the one-year warranty period. The form of warranty security provided by Subdivider shall comply with Concord Municipal Code Section 17.35.070(c).

- b. **Release.** Release of any improvement security shall be in accordance with Concord Municipal Code Section 17.35.070(f).

- 7. **Inspector.** A City inspector shall be present on the job site, and said inspector shall be such as the City shall designate and appoint.

- 8. **Warranty.** Subdivider represents and warrants that said improvement plan is adequate to accomplish this work as promised in Section 1. If at any time before the City's formal, final acceptance of the subdivision improvements the City Engineer reasonably determines that either the improvements and/or the improvement plan contain defects,

failures, errors, or does not comply with applicable laws and statutes, Subdivider shall make changes necessary to address these deficiencies. Upon formal final acceptance of the public improvements by the City, ownership of the public improvements constructed pursuant to this Agreement shall vest in City.

- 9. No Waiver by City.** Inspection of work and/or materials, or approval of work and/or materials inspected, or statement by any officer, agent, or employee of the City indicating the work, or any part thereof, complies with the requirements of this Agreement, or acceptance of the whole or any part of said work and/or materials, or payments thereof, or any combination, or all of these acts shall not relieve Subdivider of his/her obligation to fulfill this contract as prescribed; nor shall the City be thereby estopped from bringing any action for damages arising from the failure to comply with any of the terms and conditions hereof.
- 10. Indemnity.** Pursuant to Concord Municipal Code Section 17.35.050(g), to the extent permitted by applicable law, and except to the extent caused by the City's sole or active negligence or willful misconduct, Subdivider shall hold harmless and indemnify and defend the indemnitees from the liabilities as defined in this section. This indemnification provision shall survive formal final acceptance of any improvements.

 - A. The indemnitees** benefited and protected by this promise are the City and its elective and appointive boards, commissions, officers, agents, and employees.
 - B. The liabilities** protected against are any liability of claim for damage of any kind actually or allegedly suffered, incurred, or threatened because of actions defined below, and including personal injury, death, property damage, inverse condemnation, or any combination of these, and regardless of whether or not such liability, claim, or damage was unforeseeable at any time before City approved the improvement plan or accepted the improvements as completed, and including the defense of any suit(s), action(s), or other proceeding(s) concerning these.

C. The actions causing liability are any act or omission (negligent or non-negligent) in connection with the matters covered by this Agreement and attributable to Subdivider, contractor, subcontractor, or any officer, agent, or employee of one (1) or more of them, any and all present and future liabilities, obligations, orders, claims, damages, fines, penalties, and expenses (including reasonable attorneys' fees and costs) arising out of or in any way connected with the improvements or Subdivider's performance or failure to perform under this Agreement. The indemnification in this section is not conditioned or dependent on whether or not any indemnitee has prepared, supplied, or approved any plan(s) or specification(s) in connection with this work or subdivision, or has insurance or other indemnification covering any of these matters.

11. Insurance. Subdivider shall, at its own expense, procure and maintain in full force at all times during the term of this Agreement the following insurance:

A. Commercial General Liability Coverage. Subdivider shall maintain commercial general liability insurance with limits of no less than one million dollars (\$1,000,000) combined single limit per occurrence or two million dollars (\$2,000,000) aggregate limit for bodily injury, personal injury, and property damage.

B. Automobile Liability Coverage. Subdivider shall maintain automobile liability insurance covering all vehicles used in the performance of this Agreement providing a one million dollar (\$1,000,000) combined single limit per occurrence for bodily injury, personal injury, and property damage.

C. Compliance with State Workers' Compensation Requirements. Subdivider covenants that it will insure itself against liability for Workers' Compensation pursuant to the provisions of California Labor Code §3700, et seq. Subdivider shall, at all times, upon demand of the City, furnish proof that Workers' Compensation Insurance is being maintained by it in force and effect in

accordance with the California Labor Code. The insurer shall also agree to waive all rights of subrogation against the City, its officers, officials, employees and volunteers for losses arising from work performed by Subdivider for City. This provision shall not apply upon written verification by Subdivider that Subdivider has no employees.

- D. Other Insurance Provisions.** The policies are to contain, or be endorsed to contain the following provisions:
- 1. Additional Insured.** City, its officers, agents, employees, and volunteers are to be covered as an additional insured as respects: Liability arising out of activities performed by or on behalf of Subdivider and operations of Subdivider, premises owned, occupied, or used by Subdivider. The coverage shall contain no special limitations on the scope or protection afforded to City, its officers, officials, employees, or volunteers. Except for worker's compensation and professional liability insurance, the policies mentioned in this subsection shall name City as an additional insured and provide for notice of cancellation to City. Subdivider shall also provide timely and prompt notice to City if Subdivider receives any notice of cancellation or nonrenewal from its insurer.
 - 2. Primary Coverage.** Subdivider's insurance coverage shall be primary insurance with respect to City, its officers, officials, employees, and volunteers. Any insurance, risk pooling arrangement, or self-insurance maintained by City, its officers, officials, employees, or volunteers shall be in excess of Subdivider's insurance and shall not contribute with it.
 - 3. Reporting Provisions.** Any failure to comply with the reporting provisions of the policy shall not affect the coverage provided to the City, its officers, officials, employees, or volunteers.

4. **Verification of Coverage.** Subdivider shall furnish City with certificates of insurance and the original endorsements effecting coverage required by this Agreement. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The aforementioned policies shall be issued by an insurance carrier having a rating of Best A-7 or better which is satisfactory to the City Attorney and shall be delivered to City at the time of the execution of this Agreement or before work commences. Such policies and certificates shall be in a form approved by the City Attorney. City reserves the right to require complete certified copies of all required insurance policies at any time.

12. **Compliance with Laws; Encroachment Permits; Costs.** Subdivider shall carry out the work of public improvements described in Section 1 in conformity with all applicable laws, including without limitation, all applicable state labor laws and standards; any applicable Public Contract Code requirements; City development standards; applicable building, plumbing, mechanical and electrical codes; all other provisions of the Concord Municipal Code; and all applicable disabled and handicapped access requirements, including without limitation, the American with Disabilities Act, 42 U.S.C. 12101, et seq., Government Code 4450, et seq., Government Code section 11135 et seq. and the Unruh Civil Rights Act, Civil Code section 51 et seq. Nothing herein shall prevent Subdivider from contesting, in good faith, by proper proceedings, the validity or applicability of any such applicable laws. Subdivider shall obtain, at its sole cost and expense, any encroachment permits and other permits required by City or other governmental agencies in order to perform the work of improvements. Subdivider shall pay, when due, all the costs of the work, including inspections thereof and relocating existing utilities required thereby.

- 13. Non-performance and Costs.** If Subdivider fails to complete the improvements within the time specified in this Agreement or extensions granted, City may proceed to complete them by contract or otherwise, and Subdivider shall pay the costs and charges therefor immediately upon demand. The actions described in this section are in addition to, and not in lieu of, any and all legal remedies as provided by law or equity, or otherwise available to City as a result of Subdivider's failure to construct the improvements or to satisfy any obligations or duties owed to City hereunder.
- 14. Heirs, Successors and Assigns.** This Agreement shall be binding upon the heirs, successors, and assigns of the parties hereto. Subdivider may not assign this Agreement unless City consents in writing, which consent shall not be unreasonably withheld, conditioned, or delayed.
- 15. Runs with Land and Recordation.** This Agreement shall run with the land. The City shall cause this agreement to be recorded with the Contra Costa County Recorder, and a copy will be provided to Subdivider. The covenants and agreements contained herein shall be deemed to be covenants running with the land for the benefit of City, as well as affected streets, storm drains, waterways, bodies of water, each and every part thereof, and the successors and assigns in ownership of all or any part of the foregoing. Subdivider agrees for itself and its successors and assigns, that in the event a court of competent jurisdiction determines that the covenants in this Agreement do not run with the land, such covenants shall be recorded as equitable servitudes against the property and the project in favor of City.
- 16. Governing Law, Interpretation; Severability.** This Agreement shall be construed and interpreted in accordance with the laws of the State of California, excluding any choice of law rules which may direct the application of the laws of another jurisdiction. Any action at law or in equity brought by any of the parties for the purpose of enforcing a right or rights provided for herein shall be held exclusively in a state court in Contra Costa County, California, and the parties waive all provisions of law providing for a change of

venue in these proceedings to any other county. Headings are for convenience only. The words "include" and "including" shall be interpreted as though followed by the words "without limitation." This Agreement shall be interpreted as though it was a product of a joint drafting effort and no provisions shall be interpreted against a party on the ground that said party was solely or primarily responsible for drafting the language to be interpreted. Waiver by either party of any breach of any term, covenant, or condition contained in this Agreement, or any default in their performance of any obligations under this Agreement shall not be deemed to be a waiver of any other breach or default of the same or any other term, covenant, condition, or obligation, nor shall any waiver of any incident of breach of default constitute a continuing waiver of same. The provisions of this Agreement shall be severable and if any phrase, clause, section, subsection, paragraph, subdivision, sentence or provision is adjudged invalid or unconstitutional by a court of competent jurisdiction, or the applicability to any party is held invalid, this shall not affect or invalidate the remainder of any phrase, clause, section, subsection, paragraph, subdivision, sentence, or provision of this Agreement. This Agreement and the approved improvements plans referred to herein contain the entire agreement between Subdivider and City with respect to the improvements. No modification to this Agreement shall be effective unless it is in writing signed by the parties and approved as to form by the City Attorney.

- 17. Independent Contractor.** The parties understand and acknowledge that Subdivider, its agents, employees, consultants, subconsultants, experts, contractors, and subcontractors are and shall at all times remain wholly independent contractors as to the City. Neither the City nor any of its officers or employees shall have any control over the manner by which Subdivider performs this Agreement and shall only dictate the results of the performance. Subdivider shall not represent that Subdivider or its agents, employees, consultants, subconsultants, experts, contractors, or subcontractors are agents or employees of the City, and Subdivider shall have no authority, express or

implied, to act on behalf of the City in any capacity whatsoever as an agent, and shall have no authority, express or implied, to bind the City to any obligation whatsoever, unless otherwise provided in this Agreement.

18. **Recordation.** This Agreement shall be recorded with the County Recorder of Contra Costa County.

[Signatures follow on next page]

CITY OF CONCORD, a municipal corporation

Dated: _____

By: _____

Valerie J. Barone, City Manager

RECOMMENDED FOR APPROVAL:

By: _____

Robert Ovadia, City Engineer

APPROVED AS TO FORM:

By: _____

Mark S. Coon, City Attorney

SUBDIVIDER:

WINPAC - LA VISTA LLC
a _____

Dated: _____

By: _____

Name: Trey Wright

Signer's Capacity: MANAGING MEMBER

NOTE TO SUBDIVIDER: (1) Signature must be notarized; and (2) if a corporation attach a certified copy of (a) the Bylaws or (b) the resolution of the Board of Directors authorizing execution of this contract and of the bonds required hereby, together with appropriate corporate acknowledgment form—corporate seal must be affixed.

NOTICE: The Conditions of Approval for the tentative map for this Subdivision include certain fees, dedication requirements, reservation requirements, and other exactions. Pursuant to Government Code Section 66020(d)(1), this Notice constitutes written notice of a statement of the amount of such fees, and description of the amount of such fees, and a description of the dedications, reservations, and other exactions. You are hereby notified that the 90-day approval period in which you may protest these fees, dedications, reservation, and other exactions, pursuant to Government Code Section 66020(a), begins on the date the City Council approves the Final Map. If you fail to file a protest within this 90-day period complying with all of the requirements of Section 66020, you will be legally barred from later challenging such fees, dedications, reservation, and other exactions.

California All-Purpose Acknowledgment

A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of Stanislaus

} SS.

On August 28, 2015 before me, Louretta G Halstead

Notary Public, personally appeared TROY WRIGHT

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.



Louretta G. Halstead
Signature of Notary

DESCRIPTION OF THE ATTACHED DOCUMENT

Subdivision Agreement.

Number of Pages _____ Document Date 8/28/15

Additional Information: _____

**RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:**

City Clerk
City of Concord
1950 Parkside Drive MS/01
Concord, CA 94519

APN(s): 132-030- 041, 042, 043, 044 & 045

(Space Above This Line for Recorder's Use Only)
[Exempt from recording fee per Gov. Code § 27383]

**STORMWATER TREATMENT SYSTEMS
OPERATION AND MAINTENANCE AGREEMENT
Project: Subdivision 9383 La Vista Villas**

THIS STORMWATER TREATMENT SYSTEMS OPERATION AND MAINTENANCE AGREEMENT ("**Agreement**") is made and entered into _____, 2015 ("**Effective Date**"), by and between the City of Concord ("**City**") and WINPAC – La Vista, LLC, a California limited liability company ("**Property Owner**").

RECITALS

- A. Property Owner is the owner of real property commonly known as 1425 La Vista Avenue, Concord, CA, 94521, identified on the subdivision Map entitled "**Subdivision 9383 La Vista Villas**" filed for record in Contra Costa County, California on _____, 2015, in Book _____ of Maps at Page _____, including any subsequently-recorded amended final maps, parcel maps, certificates of correction, lot-line adjustments, and/or records of survey ("**Property**"), as more particularly described in the attached Exhibit A.
- B. A homeowners association shall be formed and shall be responsible, in perpetuity, for the maintenance, repair, and replacement of, among other things, the access easements, bioretention/infiltration planters, and all permanent stormwater management facilities included in the City-approved Stormwater Treatment Systems Improvement Plans (defined below) and O&M Manual (defined below), consistent with the City's Condition of Approval No. 66 ("**COA**"), attached hereto as Exhibit B.
- C. Property Owner is the "**Declarant**" under those certain conditions, covenants and restrictions for the Property entitled **Covenants, Conditions and Restrictions for The Oaks** ("**CC&Rs**"), which were recorded on _____, 2015, as Instrument No. 2015-_____ in the official records of the Contra Costa County Recorder, California.
- D. City owns certain streets, storm drains, and other real property interests in the City of Concord, California, including in the vicinity of the Property.
- E. City is subject to the Contra Costa Countywide NPDES Municipal Stormwater Permit No. CAS0029912 issued by Order No. 99-58 on July 21, 1999, amended by Order No. R2-2003-0022 on February 9, 2003, amended by Order Nos. R2-2004-059 and R2-2004-0061 on July 21, 2004,

and amended by Order No. R2-2006-0050 on July 12, 2006, and any amendments thereto or re-issuances thereof (“NPDES Permit”).

F. Provision C.3. of the NPDES Permit requires the permittee public agencies to provide minimum verification and access assurances that all stormwater treatment systems be adequately operated and maintained by persons and entities responsible therefor. The stormwater treatment systems that must be installed, constructed, and maintained on or about the Property (“**Stormwater Treatment Systems**”) are more particularly described on the legible reduced-scale copy of the improvement plans attached hereto as Exhibit C (“**Improvement Plans**”; full-scale plans and any amendments thereto are on file with City’s Engineering Division). The defined term “**Stormwater Treatment Systems**” includes all pipes, channels or other conveyances built to convey stormwater to the Stormwater Treatment Systems, as well as all structures, improvements, basins, bioretention facilities, special soil, and vegetation provided to control the quantity and quality of the stormwater, all as set forth in the Plans.

G. City is the permittee public agency with jurisdiction over the Property.

H. The NPDES Permit, City’s Stormwater Management and Discharge Control Ordinance (Concord Municipal Code Chapter 16.05 and any amendments thereto), stormwater related guidelines, criteria and other written directions, and any amendments thereto (collectively, “**Stormwater Regulations**”), development conditions of approval, and the health, safety and welfare of the citizens of Concord, require that the Stormwater Treatment Systems be properly constructed, and adequately operated, and maintained on the Property by the Property Owner.

I. City has approved the **Stormwater BMP Operation and Maintenance Plan** prepared by **Hawkins & Associates Engineering, Inc.** dated June 19, 2015 (“**O&M Manual**,” attached hereto as Exhibit D). The O&M Manual includes a detailed description of and schedule for long-term maintenance activities of the Stormwater Treatment Systems. The O&M Manual may be subsequently modified from time to time, subject to City’s prior written approval.

J. This Agreement memorializes Property Owner’s maintenance, operations, and inspection obligations with respect to the Stormwater Treatment Systems.

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:

1. **Construction.** The Stormwater Treatment Systems shall be constructed by the undersigned Property Owner in strict accordance with the approved plans and specifications identified for the Property and any other requirements thereto which have been approved by City in conformance with Stormwater Regulations. Among other things, the Stormwater Treatment Systems shall accept, treat, and convey public and private stormwater runoff. Property Owner will make available copies of the City-approved Improvement Plans, O&M Manual, and any amendments thereto (collectively, “**Plans**”) at the Property and with the facility or property manager (if any). Property Owner (as that term is defined in **Section 12**) must maintain the Stormwater Treatment Systems in good working condition acceptable to City for the life of the Property in compliance with the Stormwater Regulations and the Plans.

2. **Inspection and Annual Report.** The undersigned Property Owner is required to form the homeowners association (“**Association**”) and record the CC&Rs against the entire Property; such formation is further described in the CC&Rs (“**Formation**”). Upon Formation, Property Owner shall provide the Association with a copy of this Agreement and the then-current Plans, and shall promptly notify City in writing of the name of the Association, the Association’s manager (if any), and the Association address to be used for notices hereunder (see **Section 13** below). Before Formation, the undersigned Property Owner shall fully bear all responsibilities under this Agreement. After Formation, references in this Agreement to “**Property Owner**” shall mean the Association. Property Owner shall have a qualified inspector conduct a minimum of one (1) annual inspection of the Stormwater Treatment Systems before the wet season, between August 1st and October 1st each year. City shall notify Property Owner if more frequent inspections are required. The results of each inspection shall be recorded on an “**Inspection and Maintenance Checklist**” (form attached as **Exhibit E**). Attached as **Exhibit F** is a form Annual Operation and Maintenance Inspection Report (“**Annual Report**”), which Property Owner shall complete annually in order to verify that inspection and maintenance of the Stormwater Treatment Systems have been conducted pursuant to this Agreement. The Annual Report shall include all completed Inspection and Maintenance Checklists for the reporting period and a record of the volume of all accumulated sediment removed as a result of the Stormwater Treatment Systems. The Annual Report shall be submitted no later than December 31 of each year, under penalty of perjury, to the City at the address in **Section 13**, below, or to another member of City staff if and as directed by City in writing.

3. **Responsibility.** Notwithstanding anything herein or in the CC&Rs to the contrary, regardless of whether Association delegates the O&M of any components of the Stormwater Treatment Systems to the extent allowed by law, as of Formation, the Association shall bear primary responsibility for the O&M (defined below) of any and all Stormwater Treatment Systems and associated inspection and reporting, provided that such Association obligations are not intended and shall not be construed to diminish any Property Owner’s obligations hereunder or under the CC&Rs. This Agreement shall serve as the signed statement by the undersigned Property Owner for itself and on behalf of the Association, accepting responsibility for operation and maintenance of the Stormwater Treatment Systems as set forth in this Agreement until the responsibility is legally transferred to another person or entity. Before all or any responsibilities under this Agreement are transferred to another person or entity, and before all or any portion of the Property is legally transferred to another person or entity, Property Owner shall provide to City one or more of the following (as determined by City):

a. Written conditions in the sales or lease agreement requiring the buyer or lessee to assume responsibility for O&M consistent with this provision, which conditions, in the case of purchase and sale agreements, shall be written to survive beyond the close of escrow; and/or

b. In the case of a transfer to any Association, Property Owner must provide City with written text in the CC&Rs assigning O&M responsibilities to the Association; and/or

c. Any other legally enforceable agreement or mechanism that assigns responsibility for the O&M.

Any and all such text, conditions, and agreements shall be subject to the approval of the

City Engineer and the City Attorney. Other provisions regarding Property transfer are set forth in **Section 12** below.

4. **Maintenance.** No Property Owner shall destroy or remove (or allow destruction or removal of) the Stormwater Treatment Systems from the Property or modify (or allow modification of) them in a manner that lessens their effectiveness. Property Owner, at its sole cost expense, shall operate, maintain, repair, and replace, to the City's reasonable satisfaction, the Stormwater Treatment Systems in good working order so that they continue to operate as intended, designed and approved in accordance with the Plans and the Stormwater Regulations ("O&M"). This includes all pipes, channels or other conveyances built to convey stormwater to the Stormwater Treatment Systems, as well as all structures, improvements, basins, bioretention facilities, special soil, and vegetation provided to control the quantity and quality of the stormwater, all as set forth in the Plans.

5. **Sediment Management.** Sediment accumulation resulting from the normal operation of the Stormwater Treatment Systems will be managed appropriately by Property Owner. Property Owner will provide for the removal and disposal of accumulated sediments, trash, and debris. Disposal of accumulated sediments shall not occur on the Property unless provided for in the O&M Manual. Any disposal or removal of accumulated sediments, trash, or debris shall be in compliance with all federal, state and local law and regulations and any amendments thereto.

6. **Necessary Changes and Modifications.** In order to ensure that the Stormwater Treatment Systems are adequately maintained and continue to operate as intended, designed and approved, Property Owner, at its sole cost and expense, shall make changes or modifications to the Stormwater Treatment Systems and/or O&M Manual as City determines reasonably necessary.

7. **Access to the Property.** Property Owner hereby grants permission to the Central Contra Costa Sanitary District, County Environmental Health Department, the San Francisco Bay Regional Water Quality Control Board, the Contra Costa County Mosquito and Vector Control District, the City, and each of their respective officers, officials, volunteers, agents, employees successors, and assigns (each, an "**Inspecting Entity**") and collectively "**Inspecting Entities**") to enter upon the Property at reasonable times and in a reasonable manner to inspect, assess, or observe the Stormwater Treatment Systems and the Property in order to ensure that the Stormwater Treatment Systems are being adequately maintained and are continuing to perform in an adequate manner to protect water quality and the public health and safety. This includes the right to (a) inspect and copy records related to stormwater compliance, and to collect samples and take measurements, and (b) enter upon the Property whenever there is a reasonable basis to believe that a violation of this Agreement or Stormwater Regulations, is occurring, has occurred, or threatens to occur. Each Inspecting Entity also has a right to enter the Property when necessary for abatement of a public nuisance or correction of a violation of any Stormwater Regulations. The applicable Inspecting Entity/ies shall endeavor to provide forty-eight (48) hours advance notice to Property Owner, provided, however, that advance notice will not be necessary if emergency conditions require immediate remedial action.

8. **Failure to Install, Operate, and/or Maintain.** In the event Property Owner fails to install, operate and/or maintain the Stormwater Treatment Systems in good working order acceptable to City and in accordance with this Agreement, the Plans and the Stormwater Regulations, City, and

its authorized agents and employees may (but are not obligated to) enter the Property and take whatever steps it deems necessary and appropriate to return the Stormwater Treatment Systems to good working order. Such work shall be at Property Owner's sole cost and expense as set forth in **Section 9**, below. City will provide reasonable (as may be appropriate for the particular circumstances) advance notice to Property Owner; provided, however that advance notice will not be necessary if emergency conditions require immediate remedial action. This provision shall not be construed to allow City to erect any structure of a permanent nature on the Property. It is expressly understood and agreed that City is under no obligation to maintain or repair the Stormwater Treatment Systems and in no event shall this Agreement be construed to impose any such obligation on City. City may require Property Owner to provide a performance bond, security, or other financial assurance providing for the maintenance of the Stormwater Treatment Systems.

9. **Reimbursement and Payment of Costs.** In the event City performs work of any nature (direct or indirect), including work under **Section 8**, above, any inspections/re-inspections, or other actions City deems necessary or appropriate to return the Stormwater Treatment Systems to good working order, or incurs any direct or indirect costs or expends any funds in or related thereto (including the performance of said work for labor, use of equipment, supplies, materials, and the like); or any penalties, fees, fines, and other monetary and non-monetary penalties, reparations, or mitigations arising out of or related to Property Owner's failure to inspect and maintain and submit reports for the Stormwater Treatment Systems, are imposed on or assessed against City (the foregoing are collectively referred to herein as "**Costs**"), Property Owner shall reimburse City for such Costs within thirty (30) days of receipt of City's written demand, and/or shall forfeit any required bond upon demand. If the Costs are not paid within the prescribed time period, City may assess Property Owner for the Costs and applicable penalties. Said assessment shall be a lien against the Property or may be placed on the property tax bill and collected at the same time and in the same manner as ordinary municipal taxes are collected as provided in Government Code § 38773.5. The actions described in this **Section 9** are in addition to, and not in lieu of, any and all legal remedies as provided in the CC&Rs, by law or equity, or otherwise available to City as a result of failure to maintain the Stormwater Treatment Systems.

10. **Indemnification.** Property Owner shall indemnify, hold harmless, and defend each of the Inspecting Entities from and against any and all claims, demands, suits, damages, liabilities, losses, accidents, casualties, occurrences, judgments, costs, payments, and fees (including attorney fees), personal injury, death, or property damage, claimed or which might arise or be asserted against any Inspecting Entity that are alleged or proven to result or arise from the (a) entry onto the Property by any Inspecting Entity under this Agreement, or (b) the Stormwater Treatment Systems (including construction, presence, existence, non-existence, operation, non-operation, repair, disrepair, maintenance, lack of maintenance, inspection, or failure to inspect, whether by Property Owner, any Inspecting Entity, or any third party). Each of the foregoing is referred to herein as a "**Claim.**" In the event a Claim is asserted against City, City will promptly notify Property Owner and Property Owner shall defend at its own expense any suit based on such Claim. If any Claim against any Inspecting Entity shall be allowed, Property Owner shall pay for all costs and expenses in connection herewith. Property Owner's indemnification obligation as to a particular Inspecting Entity shall not apply to any Claim arising from the sole or active negligence or willful misconduct of the Inspecting Entity against whom that Claim is asserted.

11. No Additional Liability. It is the intent of this Agreement to insure the O&M by Property Owner; provided, however, that this Agreement shall not be deemed to create any additional liability not otherwise provided by law for damage alleged to result from or caused by stormwater runoff.

12. Scope of Responsibility; Transfer of Property.

a. This Agreement runs with the land and any portion thereof, and applies to and shall bind and be obligatory on the Declarant, the Association, and all present and subsequent owners of the Property or any portion thereof, including their respective successor and assignee owner(s). Each such person or entity is a "Property Owner" responsible in perpetuity with respect to the extent of his, her or its ownership of the Property or any portion thereof, provided, however, that after Formation, the Association shall be considered the "Property Owner" with respect to the entire Property for purposes of the obligations under this Agreement. To the extent allowed by law and consistent with the COA, it is the parties' intent that the Association be primarily liable for any and all acts or omissions, including those of any owner of the Property or a portion thereof (such as an individual lot), under this Agreement for the O&M. The Association shall have such remedies against the potentially responsible parties as are described in the CC&Rs.

b. The Formation and continued existence of an Association is a condition to City approval. Notwithstanding the foregoing, if the Association is dissolved or otherwise terminates its operations for any reason, the owners of the Property or any portion thereof (e.g., a lot) automatically shall assume all of the rights and duties of the Property Owner under this Agreement. In this event, each such Property Owner shall bear primary responsibility for the O&M of any and all Stormwater Treatment Systems and associated inspection and reporting with respect to the owner's Property. Upon transfer of the Property or any portion thereof, the transferor Property Owner(s) shall provide the transferee Property Owner(s) with a copy this Agreement, the then-current Plans, and an Inspection and Maintenance Checklist that is complete and current as of the transfer date, and shall promptly notify City in writing of the transfer and name(s) of the transferee Property Owner(s) and the address(es) to be used for notices hereunder (see **Section 13**). Upon such transfer, the transferee Property Owner(s) shall be responsible for complying with the terms and conditions of this Agreement, and the transferor of Property Owner(s) shall bear no future responsibility for inspection or reporting under this Agreement, provided, however, that no transfer of the Property or any portion thereof is intended or shall be construed to release any transferor or transferee Property Owner from any obligations or liabilities with respect to the Stormwater Treatment Systems (including O&M) that accrued or arose out of acts or omissions during its/their period of ownership. Nothing in this Agreement is intended or shall be construed to allow any responsibilities under this Agreement to be transferred separate and apart from the Property or any portion(s) thereof.

13. Notices. Except as otherwise stated, all notices given under this Agreement must be in writing. Such notices shall be addressed to City and to the then-current Property Owner at the address indicated below. Concord Municipal Code Sections 1.05.090 through 1.05.170, inclusive, and any amendments thereto, shall apply to notices under this Agreement.

City:

City of Concord
Attention: City Engineer
1950 Parkside Drive, MS/40
Concord, CA 94519
Telephone: (925) 671-3470

Property Owner (before Formation):

WINPAC – La Vista, LLC, a
California limited liability company
135 S. 5th Street, Suite J.
Oakdale, CA 95361
Telephone: (209) 521-0803
Facsimile: (209) 549-9861

Property Owner (after Formation):

The Oaks Homeowners Association, a
nonprofit mutual benefit corporation
135 S. 5th Street, Suite J
Oakdale, CA 95361
Telephone: (209) 521-0803
Facsimile: (209) 549-9861

14. Choice of Law. This Agreement shall be construed and interpreted in accordance with the laws of the State of California, excluding any choice of law rules which may direct the application of the laws of another jurisdiction. Any action at law or in equity brought by any of the parties for the purpose of enforcing a right or rights provided for by this Agreement shall be held exclusively in a state court in Contra Costa County, California, and the parties waive all provisions of law providing for a change of venue in these proceedings to any other county. Property Owner shall comply with all applicable federal, state, and local laws, rules, and regulations, and any amendments thereto, and shall obtain all applicable licenses and permits.

15. Interpretation. Headings are for convenience only. The recitals and any exhibits attached to this Agreement are incorporated by reference as though fully restated herein. The words “include” and “including” shall be interpreted as though followed by the words “without limitation.” This Agreement shall be interpreted as though it was a product of a joint drafting effort and no provisions shall be interpreted against a party on the ground that said party was solely or primarily responsible for drafting the language to be interpreted. Waiver by either party of any breach of any term, covenant, or condition contained in this Agreement, or any default in their performance of any obligations under this Agreement shall not be deemed to be a waiver of any other breach or default of the same or any other term, covenant, condition, or obligation, nor shall any waiver of any incident of breach of default constitute a continuing waiver of same. To the extent there is any conflict between this Agreement and the CC&Rs, this Agreement shall control.

16. Severability. The provisions of this Agreement shall be severable and if any phrase, clause, section, subsection, paragraph, subdivision, sentence or provision is adjudged invalid or unconstitutional by a court of competent jurisdiction, or the applicability to any party is held invalid, this shall not affect or invalidate the remainder of any phrase, clause, section, subsection, paragraph, subdivision, sentence, or provision of this Agreement.

17. Covenant Running with the Land. This Agreement shall be recorded by City in the Contra Costa County Recorder's Office at Property Owner's expense. The covenants and agreements contained herein shall be deemed to be covenants running with the Property or any portion thereof for the benefit of City, as well as affected streets, storm drains, waterways, bodies of water, each and every part thereof, and the successors and assigns in ownership of all or any part of the foregoing. Property Owner agrees for itself and its successors and assigns, that in the event a court of competent jurisdiction determines that the covenants in this Agreement do not run with the Property such covenants shall be recorded as equitable servitudes against the Property and the project in favor of City.

18. Legal Advice; Authority. Property Owner represents and warrants to City that: (a) Property Owner has carefully read this Agreement, and in signing this Agreement, does so with full knowledge of any right which Property Owner may have; (b) Property Owner has received independent legal advice from its legal counsel as to the matters set forth in this Agreement, or has knowingly chosen not to consult legal counsel as to the matters set forth in this Agreement; and (c) Property Owner has freely signed this Agreement without any reliance upon any agreement, promise, statement or representation by or on behalf of City or any City Party except as specifically set forth in this Agreement, and without duress or coercion, whether economic or otherwise. Each individual or entity executing this Agreement on behalf of Property Owner represents and warrants that he or she or it is duly authorized to execute and deliver this Agreement on behalf of Property Owner and that such execution is binding upon Property Owner.

19. Effective Date and Modification. This Agreement is effective as of the Effective Date. This Agreement shall not be modified except by written instrument executed by City and the Association, or the then-current Property Owner(s) if the Association has ceased to exist. Modifications shall be effective upon the date of execution and shall be recorded against the Property.

[signatures follow on next page]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

PROPERTY OWNER:

WINPAC – La Vista, LLC,
a California limited liability company

By: Windward Pacific Builders, Inc.,
a California corporation

Its: Manager

By:



[signature must be notarized]

Name:

Troy Wright

Its:

CITY:

CITY OF CONCORD, a California municipal corporation

By:

Valerie J. Barone, City Manager

[signature must be notarized]

ATTEST:

By:

Joelle Fockler, CMC, City Clerk

APPROVED AS TO FORM:

By:

Mark S. Coon, City Attorney

California All-Purpose Acknowledgment

A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of Stanislaus

} SS.

On August 24, 2015 before me, Louretta G Halstead,

Notary Public, personally appeared Troy Wright,

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 signatures(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.

SEAL



Louretta G. Halstead
Signature of Notary

DESCRIPTION OF THE ATTACHED DOCUMENT

Stormwater treatment Systems

Operation and Maintenance Agreement.

Number of Pages _____ Document Date Aug, 24, 2015

Additional Information: _____

Exhibit List

Exhibit A – Legal Description of Property

Exhibit B – COA

Exhibit C – Improvement Plans

Exhibit D – O&M Manual

Exhibit E – [Form] Inspection and Maintenance Checklist

Exhibit F – [Form] Annual Report

EXHIBIT A

LEGAL DESCRIPTION OF THE PROPERTY

Lots 1 through 8, inclusive, and Common Area lot A, all as shown on the Subdivision Map of "Subdivision 9383 La Vista Villas", filed for Record on _____, 2015, in Book ____ of Maps, Pages __ through __, inclusive, of the Official Records of Contra Costa County.

A COPY OF ORIGINAL EXHIBIT A ON FILE
IN THE CITY OF CONCORD'S OFFICE

EXHIBIT B

**City of Concord
Final Condition of Approval**

**A COPY OF ORIGINAL EXHIBIT B ON FILE
IN THE CITY OF CONCORD'S OFFICE**

EXHIBIT A
FINAL CONDITIONS OF APPROVAL
LA VISTA VILLAS MAJOR SUBDIVISION
PL131338-TM (TRACT 9383), -DR, AA, RT
1425 LA VISTA DRIVE
APN 132-030-041; 42; 43; 44; and 45

PERMIT DESCRIPTION

1. These Conditions of Approval apply to and constitute the approval of the La Vista Villas Vesting Tentative Map (Tract 9383) for nine individual lots on 1.8 acres.
2. These Conditions apply to and constitute approval of Design Review (PL131338-DR) for building elevations and landscape plans for eight single-family homes. Final colors and materials shall be consistent with the Color and Materials Exhibit dated May 22, 2014, prepared by Winpac-La Vista, LLC, and approved by the Design Review Board as a staff report item.
3. These Conditions apply to and constitute approval of Tree Removal Permit (PL131338-RT) for the removal of 10 Protected Trees, as follows:

Tree No.	Species	Trunk(s) Diameter (inches)
1	Almond	5,5,8,11
2	Coast Live Oak	21, 14, 20, 18
3	Valley Oak	14.5
4	Cork Oak	10, 9.5, 8, 8
5	Siberian Elm	24
6	Western Cottonwood	8, 7, 5, 11, 10

4. The following Exhibits, date stamped received by the City of Concord, on May 14, 2014, are approved and shall be incorporated as Conditions of Approval.

<u>Plan</u>	<u>Date Prepared</u>	<u>Prepared by</u>	<u>Sheet</u>

1	Cover Sheet	5-13-14	Hawkins & Associates Engineering, Inc.	C1
2	Vesting Tentative Map	5-13-14	Hawkins & Associates Engineering, Inc.	C2
3	Cross Sections	5-13-14	Hawkins & Associates Engineering, Inc.	C3
4	Calculated Site Plan	5-13-14	Hawkins & Associates Engineering, Inc.	C4
5	Preliminary	5-13-14	Hawkins & Associates Engineering, Inc.	C5
6	Grading/Drainage Plan			
7	Stormwater Control Plan	5-13-14	Hawkins & Associates Engineering, Inc.	C6
8	Bio-Swale Plan	5-13-14	Hawkins & Associates Engineering, Inc.	C7
9	Preliminary Utility Plan	5-13-14	Hawkins & Associates Engineering, Inc.	C8
10	Preliminary Landscape Plan	5-13-14	James Swanson	L1
11	Preliminary Landscape Plan –	5-13-14	James Swanson	L2
12	Fence Detail			
13	Plan 1	5-10-14	D.L. Levis Building Design & Drafting	1
14	Plan 2	5-10-14	D.L. Levis Building Design & Drafting	2
15	Plan 3	5-10-14	D.L. Levis Building Design & Drafting	3

16 **GENERAL CONDITIONS**

- 17
- 18 5. The Conditions are the responsibility of the applicant and all contractors. Compliance shall
- 19 occur as specified in the Conditions or at one of the following project milestones:
- 20 (a) With the submittal of Grading, Improvement, Landscape, or Building Plans.
- 21 (b) Prior to issuance of Encroachment, Grading, or Building Permits, whichever comes
- 22 first.
- 23 (c) Prior to Construction.
- 24 (d) On going during Construction.
- 25 (e) Prior to approval of the Final Map.
- 26 (f) Prior to occupancy approval.

27 If timing for compliance is not specified, it shall be determined by the Divisions listed after the Condition. (*PLNG, BLDG, ENGR*)

- 28 6. Where a plan or further information is required, it is subject to review and approval by the applicable City Department/Division, as noted at the end of each Condition. The Division listed first shall be the primary contact for implementation of that Condition. (*PLNG, BLDG, ENGR*)

7. The project shall comply with all applicable Federal and State laws and Concord Municipal Code (CMC) requirements. *(PLNG, BLDG, ENGR)*
8. Minor modifications that are found to be in substantial conformance with the approved plans such as colors, plant materials, or minor lot line adjustments, may be approved administratively. Major modifications shall be approved by the applicable decision making body. *(PLNG, ENGR)*
9. The Conditions of Approval shall be listed on a plan sheet that is included in the construction plan set (Grading, Utility, Landscape and Building Plans). *(PLNG, ENGR)*
10. Two annotated copies of the Conditions of Approval specifying how each applicable condition has been satisfied, shall be submitted as follows:
 - a. At the time Grading, Utility, Landscape, and/or Building Plans are submitted for plan check, whichever comes first.
 - b. Prior to occupancy approval. *(PLNG, ENGR)*
11. The project site and area surrounding the site shall be fenced and maintained in a weed and litter free condition for the period prior to construction. *(BLDG, PLNG)*
12. Existing fencing shall remain around the site during construction or an alternative perimeter fence provided as approved by the City. *(PLNG)*
13. Submit a site plan with the parking details for all temporary real estate offices and model homes to Planning and Engineering prior to issuance of Building Permits. *(PLNG, ENGR, BLDG)*

ARCHITECTURAL

14. The homes on lots 1 and 8 shall be single-story. Prior to issuance of a building permit, the following issues shall be addressed in the final elevations for approval by the Design Review Board as a staff report item: *(PLNG)*
 - ✓ a. Add wood siding to Plan 2 right elevation to wrap around from front elevation;
 - ✓ b. Add wood siding to the Plan 2 pop out;
 - ✓ c. Include wood siding to Plan 3 left elevation on garage;
 - ✓ d. Reduce slope of columns on Plan 3 or consider using pre-fabricated columns;
 - ✓ e. Incorporate additional details and trim into the pop-outs;
 - ✓ f. Add trim to Plan 3 Elevation A above front door, window, and columns;
 - g. Provide additional "kicker" details; and To Be Done e Const. Docs.
 - h. Eliminate all single-hung 404/405 windows.
15. All composition shingle roofing shall be architecturally laminated style with a minimum weight of 280 lbs/square. *(PLNG)*

- 1 16. Hardboard siding shall be installed per manufacturer's standards, true and plumb, with no two
2 butt joints lined up one above the other, and butt joints secured in clips designed for this
3 purpose. Any siding that does not meet this requirement shall be replaced. (PLNG)
4
5 17. All mechanical, electrical, and utility equipment shall be located, screened, or incorporated
6 into the design of the homes so as not to be visible from off-site. Vents, gutters, downspouts,
7 flashing, electrical conduits, etc., shall be painted to match the color of the adjacent surface,
8 unless otherwise approved by the Planning Division. (PLNG)
9

6 LANDSCAPING

- 7 18. Submit Final Landscape Plans for review incorporating all Planning Commission
8 recommendations for approval by the Design Review Board as a staff report item. The plan
9 shall be prepared by a Landscape Architect, registered by the State of California, for review
10 and approval with the Grading, Improvement, or Building Plans, whichever comes first. The
11 Plan shall be drawn on or consistent with the Grading, Improvement, Utility, and Stormwater
12 Plans prepared by the Civil Engineer, with the following information:
13
14 a. A legend that lists all plant species (Latin and common name), including size,
15 quantities, spacing, and ultimate height and width.
16 b. Specifications and details for planting, including staking of trees and planting in bio-
17 retention or other stormwater treatment areas. Plants for self-retaining and bio-
18 retention facilities should be compatible with temporarily flooded conditions.
19 c. Utility and Grading information on the base map, screened back.
20 d. Protected trees to be saved and identification of all replacement trees.
21 e. Trees (minimum 15 gallon) and shrubs (minimum 5-gallon; accent or sub-shrubs may
22 be 1-gallon).
23 f. Root control barriers and four-inch perforated pipes for parking lot trees, street trees,
24 and trees within 6 inch of any paved area or curb.
25 g. A soils and plant laboratory analysis with recommendations for fertilization and
26 mulching to be incorporated into the planting specifications.
27 h. A Layout/Hardscape Plan showing the location and details of all non-plant
28 improvements, with dimensions and call outs, showing finished grades,
hardscape/paving treatment, planter details, arbors, trellis', fences, walls, trash
enclosures, and other features.
i. Details for street trees in accordance with City Standard Plan S-38, "Street Tree
Planting Detail". (PLNG/ENGR)
19. The landscape plan shall be revised to include the following recommendations by the Planning
Commission for Design Review Board approval as a staff report item:
a. Indicate landscaped bio-swale sections.
b. At least 50% of the replacement trees shall be 36-inch box in size. Priority shall be
given to the landscape buffer area along La Vista Avenue and the exterior yards along
proposed Street "A" for the placement of larger 36-inch box replacement trees.
(PLNG)

1 20. Irrigation Plans shall be submitted with the Final Landscape Plans in compliance with the
2 requirements of CMC Chapter 114 "Water Conservation in Landscaping". All Irrigation Plans
3 shall include the following standards:

- 4 a. All landscaped areas shall have a fully automatic irrigation system.
- 5 b. High water pressure areas shall have pressure regulation devices on the irrigation
6 system.
- 7 c. Valves and circuits shall be separated based on water use.
- 8 d. Trees shall be watered with drip or bubbler irrigation systems with circuits on their
9 own control valve.
- 10 e. Drip and bubbler systems shall not discharge water in excess of 1.5 gallons per minute
11 per device.
- 12 f. Sprinkler heads shall have matched precipitation rates within each control valve circuit.
- 13 g. Serviceable check valves shall be required where elevation differential may cause low
14 head drainage.
- 15 h. Sprinkler head spacing shall be designed for head-to-head coverage or closer due to
16 high wind conditions.
- 17 i. Design sprinkler head orientation and throw for minimum runoff and for minimum
18 overspray onto non-irrigated areas.
- 19 j. Be equipped with a controller capable of dual or multiple programming. Controllers
20 shall have multiple-cycle start capacity and a flexible calendar program. Water shall be
21 timed between the hours of 3:00 a.m. and 10:00 a.m. unless a "water smart" ET based
22 controller which adjusts controller programs based upon the current evapo-
23 transpiration rate is used.
- 24 k. Provide a rain shut off device if the controller is not an ET based controller.
- 25 l. Sprinkler heads used on slopes exceeding 15 percent shall have a precipitation rate that
26 does not exceed 0.85 inches per hour.
- 27 m. Sprinkler heads used on slopes exceeding 10 percent and located within 10 feet of any
28 hardscape shall have a precipitation rate that does not exceed 0.85 inches per hour.
(PLNG)

21. The Landscape Plans shall include a water usage program with the following:

- 22 a. Estimated annual water use (in gallons) and the area (in square feet) to be irrigated.
- 23 b. Precipitation rate(s) for each valve circuit. (PLNG) CMC

22. All landscaping shall be installed prior to occupancy approval. Contact the Planning Division
at least two weeks prior to Occupancy, to request a site inspection of all exterior improvements
including buildings, driveways, parking lots, landscaping, irrigation, signs, lighting, walls,
fences, and trash enclosures. (PLNG)

23. Prior to occupancy approval, the licensed Landscape Architect shall:

- 24 a. Conduct a final field observation and an open trench examination of the irrigation
25 system.
- 26 b. Provide written certification that:

- 1 i) The landscaping and irrigation system were installed in conformance with the
2 ii) The landscaping has been installed in accordance with the CCWD Water
3 Conservation Guidelines or the State of California Model Efficiency Water in
4 Landscaping Ordinance.
5 iii) An irrigation audit was performed and deficiencies were listed which will be
6 corrected within 30 days.
- 7 c. Provide a signed letter of compliance with the final construction documents stating that
8 the Landscape Architect has met all State and City requirements. *(PLNG)*
- 9 24. Any vegetation damaged or destroyed on adjacent properties during construction shall be
10 replaced with like or comparable plant materials, and if damage occurs off-site, the
11 replacement plants shall be approved by the property owner and the Planning Division, prior to
12 occupancy approval. *(PLNG)*
- 13 25. The establishment of plant materials shall be guaranteed for a period of two years after
14 Subdivision Acceptance or occupancy approval. *(PLNG)*
- 15 26. Submit a fence/wall plan showing the location, design, height, and construction details, for all
16 fencing and walls consistent with, and as a part of, the Grading, Improvement, Landscape, and
17 Building Plans, whichever comes first, and provide a timetable for installation. **A minimum 6**
18 **foot tall masonry wall shall be installed on the southern property line adjacent to the**
19 **church. Final wall height and elevations shall be reviewed and approved by the Planning**
20 **Manager. The masonry walls along the south and west perimeter of the site shall be**
21 **constructed after all grading, building pads, and utilities have been completed. (PLNG,**
22 **ENGR)**
- 23 27. Fences and walls shall be a maximum height of three feet in required front yards and sight
24 visibility triangles, and a maximum height of six feet on side and rear property lines. *(PLNG)*
25 CMC
- 26 28. Any embankment to be retained that is over 48 inches in height shall be benched so that no
27 individual retaining wall exceeds a height of 48 inches tall from finished grade, and each
28 bench has a minimum depth of 24 inches. *(PLNG)*
- 29 29. All retaining walls shall be designed and constructed to visually blend into the adjacent slopes.
30 The style, materials, and colors for all walls shall be approved by the Planning Division prior
31 to the issuance of Grading or Building permits, whichever comes first. *(PLNG)*
- 32 30. Prior to occupancy approval, the licensed Landscape Architect shall submit a Landscape
33 Documentation Package with the following mandated elements:
- 34 a. Application
35 b. Certification of Compliance for Landscape Design
36 c. Certification of Compliance for Landscape Installation

- d. Certification of Compliance for Landscape Audit
- e. Certification of Compliance for Landscape Maintenance
- f. Water Budget work sheets (if applicable)
- g. Landscape Plans
- h. Landscape and Maintenance Schedule (*PLNG*)

TREE PRESERVATION

- 31. The removal of 6 Protected Trees shall be mitigated by planting 29 replacement trees, unless specified otherwise in the approved arborist report. The size, species, and location of all replacement trees shall be identified on the Final Landscape plan, consistent with the Design Review approval. (*PLNG*)
- 32. The Review Authority may require that a monetary security deposit be posted and maintained where deemed necessary to ensure the preservation of protected trees during construction and the completion of required mitigation measures. The deposit shall be posted in a form acceptable to the City, prior to any grading, movement of heavy equipment onto the site, or issuance of any permits. Each violation of a Tree Permit condition shall result in forfeiture of a portion or the entirety of the deposit, at the discretion of the Review Authority. This determination may be appealed in compliance with Article VIII (Administration). (*PLNG*)
- 33. A Tree Permit may be revoked or modified, as provided in Article VIII, Division 8 (Enforcement), if it is found that the tree removal, relocation, or protection activities: (1) No longer support the original findings; (2) Resulted from misrepresentation or fraud; (3) Have not met, or have violated any condition of approval; or (4) Constitute a nuisance. (*PLNG, CA*)
- 34. Whenever any construction or work is being performed contrary to the provisions of this Division or applicable conditions of approval, a written notice may be served on the responsible party to stop work on the project on which the violation has occurred or upon which the danger exists. The notice shall state the nature of the violation and the risk to the trees. No further work shall be allowed until the violation had been corrected. (*PLNG, ENGR, CA*)
- 35. Any person, including but not limited to the property owner, the person performing the work and/or any other responsible person, who violates these tree protection conditions or the provisions of *Development Code Article IV, Division 3, Tree Preservation and Replacement*, shall be liable to the City for a civil penalty of three times the damage caused to a protected tree, or \$5,000, whichever is greater. For purposes of calculating the damage to the protected tree, the then-current edition of the "Guide for Establishing Values of Trees and Other Plants" by the Council of Tree and Landscape Appraisers shall be presumed to provide the appropriate basis for determining damages. (*PLNG, ENGR, CA*)

SIGNAGE

- 36. One sign denoting the architect, engineer, or contractor associated with the project may be permitted on site. The maximum sign area shall be 12 sq. ft. within single family districts and

1 40 sq. ft. for other districts, of which 32 sq.ft. may be for the general contractor. These signs
2 shall be removed upon occupancy approval. (PLNG) CMC

3 **PARKING**

4 37. Two-car garages shall be a minimum 20 feet wide by 22 feet deep with minimum 16 foot door
5 opening or two 9-foot wide door openings. (PLNG) CMC

6 **STREET IMPROVEMENTS**

7 38. Construct improvements along the frontage on La Vista Avenue including but not limited to:
8 driveway removal; pavement widening; concrete valley gutter; wheel chair ramps;
9 construction of concrete curb, gutter and sidewalk; ADA compliant concrete driveway
10 approach; storm drainage system; conforms to existing improvements; and repair/replacement
11 of deficient frontage improvements as determined by the City Engineer, prior to occupancy
12 approval or Acceptance of Improvements. (ENGR)

13 39. Install slurry seal on La Vista Avenue from lip of gutter to street centerline, after completion
14 of utility undergrounding and frontage improvements, prior to the Acceptance of
15 Improvements. (ENGR)

16 40. Any trenching for underground utilities within existing pavement shall comply with the
17 modified City Standard Detail S-17 for pavement repair and possible slurry placement.
18 (ENGR)

19 41. Prohibit parking on the private street. Paint curb face with red and install "No Parking" signs
20 where parking is prohibited, prior to Acceptance of Improvements or the first Occupancy,
21 whichever comes first. (ENGR)

22 42. Construct all public facilities in accordance with the current Americans with Disabilities Act
23 (ADA), including driveways and curb ramps. (ENGR)

24 **NOISE**

25 43. Noise producing site preparation and construction activities shall be limited to the days and
26 hours as set forth below:

27 **Monday through Friday8:00 a.m. to 6:00 p.m., excluding federal holidays.**

28 Construction on Saturdays may be allowed only upon prior approval by the Building,
Engineering, and Planning Divisions. No changes to these construction hours shall be allowed
without the prior written consent of the City. A contact person shall be available during all
construction activities in the evening and on weekends to respond to complaints and take
actions necessary to reduce noise. (BLDG, ENGR, PLNG)

CONSTRUCTION ACTIVITIES

- 1
- 2 44. Contact Engineering Services to arrange for a Pre-Construction Meeting prior to issuance of
- 3 Grading or Building Permits, whichever comes first. (*ENGR*)
- 4 45. Implement a dust and construction noise control plan. Submit the plan to Engineering Services
- 5 for review and approval prior to issuance of the Grading Permit. The plan can be in the form of
- 6 text to be shown on the construction drawings. (*ENGR*)
- 7 46. Construction equipment shall not be serviced at the site at any time except for emergency
- 8 repairs. During construction no deliveries shall be made to the site and no delivery vehicles
- 9 (including gasoline tanker trucks) shall enter the site between 6:00 p.m. and 7:30 a.m. on
- 10 weekdays, excluding federal holidays. Delivery vehicles shall have their engines turned off
- 11 during unloading. (*BLDG, ENGR, PLNG*)
- 12 47. Employ the quietest construction equipment available, to muffle noise from construction
- 13 equipment and keep all mufflers in good working order in accordance with State law. (*BLDG,*
- 14 *ENGR, PLNG*)
- 15 48. Implement the following measures during construction:
- 16 a. Gather all construction debris on a regular basis and place them in a dumpster or other
- 17 container that is emptied or removed on a weekly basis. When appropriate, use tarps on
- 18 the ground to collect fallen debris or splatters that could contribute to storm water
- 19 pollution.
- 20 b. Remove all dirt, gravel, rubbish, refuse, and green waste from the street pavement, and
- 21 storm drains adjoining the project site. During wet weather, avoid driving vehicles off
- 22 paved areas.
- 23 c. Broomsweep the public street pavement and gutter adjoining the project site on an as-
- 24 needed basis as determined by the City inspector. Caked-on mud or dirt shall be
- 25 scraped from these areas before sweeping.
- 26 d. Install filter materials (e.g., sandbags and filter fabric) at the storm drain inlet nearest
- 27 the downstream side of the site in order to preclude any debris or dirt from flowing into
- 28 the City storm drain system. Filter materials shall be maintained and/or replaced as
- necessary to ensure effectiveness and to prevent street flooding. Dispose of filter
- particles in an approved trash receptacle.
- e. Create a contained and covered area on the site for the storage of bags, cement, paints,
- flammable, oils, fertilizers, pesticides, or any other materials used on the site that have
- the potential for being discharged to the storm drain system by being windblown or in
- the event of a material spill.
- f. Never clean items such as machinery, tools, and brushes or rinse containers in a street,
- gutter, or storm drain.
- g. Ensure that concrete, gunite, plaster, or similar supply trucks do not discharge wash
- water into street gutters or drains. (*ENGR, BLDG*)
49. No equipment shall be started or staging area be established on the streets or the site before or
- after the specified hours of construction. (*ENGR, BLDG*)

- 1 50. Ensure that no debris or construction scrap material is placed on any adjoining lot, open space
2 area, or street, and that any such material stored on an adjoining site shall be completely
3 removed and the site cleaned, prior to occupancy approval. (*ENGR, BLDG*)
- 4 51. At no time shall campers, trailers, motor homes, or any other vehicle be used as living or
5 sleeping quarters on the construction site unless authorized for site security. (*ENGR, BLDG*)
- 6 52. There shall be no parking of construction equipment or construction worker's vehicles on
7 residential streets at any time; all vehicles shall be maintained on-site. (*ENGR, BLDG*)
- 8 53. Portable toilets used during construction shall be kept as far as possible from adjacent
9 properties and shall be emptied on a regular basis as necessary to prevent odor. (*ENGR,*
10 *BLDG*)
- 11 54. Identify truck routes for the import or export of cut/fill material and/or construction debris for
12 review and approval by the City Engineer prior to the issuance of permits. Repair any damage
13 to City streets (private and public) caused by activity associated with this project. (*ENGR*)
- 14 55. In the event of the encounter of subsurface materials suspected to be of an archaeological or
15 paleontological nature, all grading and/or excavation shall cease, the find shall be left
16 untouched, and the City Planning Division shall be immediately notified. The County Coroner
17 and the Native American Heritage Commission shall also be notified and the procedures
18 required in CEQA §15064.5 shall be followed. This requirement shall be noted on the Grading
19 and Building Plans, prior to issuance of permits. (*PLNG, ENGR, BLDG*)
- 20 56. In the above event, retain a qualified professional archaeologist certified by the Register of
Professional Archaeologists or paleontologist with a degree(s) in paleontology or geology, to
evaluate and make recommendations as to disposition, mitigation and/or salvage. The
recommendation shall be implemented before work may proceed. The applicant shall be
responsible for all costs associated with the professional investigation and implementation.
(*PLNG, ENGR, BLDG*)

CONSTRUCTION PLAN REVIEW/PRE-PERMIT REQUIREMENTS

- 21 57. Submit two copies of Preliminary Title Report, prepared within three months prior to plan
22 submittal. (*ENGR*)
- 23 58. The Improvement Plans shall show frontage improvements including but not limited to:
24 drainage improvements, curb, gutter and sidewalk per City Standard Detail S-10, and driveway
25 construction per City Standard Detail S-14 and repair/replacement of deficient frontage
26 improvements as determined by the City Engineer. Any unusable existing driveway shall be
27 replaced with standard curb, gutter, and sidewalk per S-10 above. Any trenching for utility
28 installation shall comply with the modified City Standard Detail S-17 for pavement repair and
possible slurry placement. (*ENGR*)

- 1 59. The Improvement Plans shall show plan and profile of all proposed street, drainage and sewer
2 improvements and details for curb, gutter, sidewalk, and driveway construction. (ENGR)
3
4 60. Design improvements in accordance with the City Standard Plans S-34 and S-36 for sight
5 distance, sidewalk, back up, fencing, geometrics at intersection and corner setback
6 requirements, prior to the Acceptance of Improvements. Plans shall be subject to review and
7 approval by Engineering Services. (ENGR)
- 8 61. Obtain an Encroachment Permit from the City prior to performing any work within the public
9 right-of-way or public easements. (ENGR) CMC

7 **SUBDIVISIONS/SITE DEVELOPMENT PLANS**

- 8 62. The Vesting Tentative Map prepared by Hawkins & Associates Engineering, Inc. and dated
9 May 13, 2014 is not approved for construction. Submit Grading, Erosion Control,
10 Improvement, Stormwater Pollution Prevention Plans (SWPPP), and Stormwater Control
11 Plans prepared by a licensed Civil Engineer to Engineering Services for review and approval
12 prior to issuance of an Encroachment Permit and Grading Permit. (ENGR)
- 13 63. The Final Map shall be prepared by a qualified Civil Engineer or Licensed Land Surveyor and
14 shall be subject to review and approval by Engineering Services. (ENGR)
- 15 64. If building occupancy occurs in phases, all physical improvements shall be in place prior to
16 occupancy per an approved phasing plan. No individual unit/house shall be occupied until the
17 adjoining area is made safe, accessible, provided with all reasonable services and amenities,
18 and completely separated from any remaining construction-related activity. (BLDG, PLNG,
19 ENGR)
- 20 65. Approved street names shall be shown on the Final Map prior to recordation of the map.
21 (ENGR, PLNG)
- 22 66. Three copies of project Covenants, Codes and Restrictions (CC&Rs) shall be submitted with
23 the Grading and Improvement Plans and Final Map, for review and approval. The CC&Rs
24 shall include the following provisions and shall be recorded with the Final Map:
- 25 a. A Homeowners Association (HOA), shall be formed and shall be responsible in
26 perpetuity, for the maintenance, repair, and replacement of:
 - 27 i) All parcels held in common, open space and common area improvements
28 including driveways, private streets, access easements, pedestrian paths and
walkways, landscaping, irrigation systems, fencing, retaining walls, soundwalls,
signage, trash and recycling areas and utilities.
 - ii) All landscaping and irrigation equipment on-site and within the public right-of-
way.

1 iii) All permanent stormwater management facilities included in the approved
2 Stormwater Control Plan and the approved Stormwater Control Operations and
Maintenance Plan.

3 b. Contain a statement that in the event these areas or facilities are not properly
4 maintained, repaired or replaced according to the approved plans, each property owner
5 shall be responsible for their proportionate share of these costs, secured by a lien on the
property in favor of the HOA, in accordance with the HOA procedures.

6 c. Provide reciprocal easements over all common parcels for maintenance purposes.

7 d. The HOA shall be responsible for enforcing the CC&Rs and providing written notice
8 of any violation to the property owners.

9 e. The HOA shall provide the Planning Division with the name, address and phone
10 number of the current HOA representative. (*PLNG, ENGR, CA*)

11 f. Storage in or other use of garages which prevents maximum vehicular parking, is
prohibited

12 **GRADING/EROSION CONTROL/GEOLOGIC**

13 67. Submit a Geotechnical Report with the Grading Plans and Building Plans, pursuant to CMC
14 Section 94-51 and Section 86-73 that addresses and provides recommendations for grading,
15 drainage, walls, building foundations, and pavement structural sections. (*ENGR*)

16 68. All grading shall require Erosion Control, Grading and Drainage Plans prepared by a licensed
17 Civil Engineer, a Soils Report prepared by a registered Geotechnical Engineer, and receipt of a
Grading Permit approved by the City Engineer. (*ENGR*)

18 69. Contour grading techniques shall be employed throughout the project to achieve a more
19 natural appearance, even where this will increase the amount of grading. Tops of cuts or toes
20 of fills adjacent to existing public rights-of-way or easements shall be set back two feet
minimum from said rights-of-way and easements. All cut-and-fill slopes in excess of five feet
21 in height shall be rounded both horizontally and vertically. (*ENGR*)

22 70. Grading on adjacent properties shall require written approval from the affected property
owners. (*ENGR*)

23 71. On-site finish grading work shall require drainage to be directed away from all building
24 foundations at a minimum slope of 2 percent and a maximum slope of 20 percent toward
approved drainage facilities or swales. Non-paved drainage swales shall have a minimum
25 slope of 1 percent. (*ENGR*)

26 72. The project engineer shall inspect the finished grading and certify that it conforms to the
27 compaction and elevations shown on the Grading Plan and Soils Report. (*ENGR*) *CMC*

- 1 73. At all times seasonally appropriate erosion control measures shall be implemented per plans
2 approved by the City Engineer for all grading work at all times. (ENGR)
- 3 74. All graded slopes and stockpiles of loose soil shall be hydromulched/hydroseeded by October
4 of any given year. If rain is forecast, implement BMPs to insure that the site is protected from
erosion during grading work between October and April. (ENGR)
- 5 75. Submit Grading, Erosion Control, Improvement, Stormwater Pollution Prevention Plan
6 (SWPPP), and Stormwater Control Plans to Engineering Services for review and approval
7 prior to the issuance of Grading, Encroachment, and Building Permits. Where applicable,
8 evidence of compliance with the State General Construction Permit shall be provided. (ENGR)
CMC
- 9 76. Comply with the applicable provisions of the Grading Ordinance and the Storm Water
Management and Discharge Control Ordinance. (ENGR) CMC
- 10 77. Design improvements in accordance with the City Standard Plans S-34 and S-36 for sight
11 distance, sidewalk, back up, fencing, geometrics at intersection, and corner setback
12 requirements, prior to the acceptance of improvements. Plans shall be subject to review and
approval by Engineering Services. (ENGR) CMC
- 13 78. Improve interior private streets in accordance with the City of Concord standards. (ENGR)
14 CMC
- 15 79. Designate the private street as a required fire access lane thereby prohibiting parking on both
16 sides of the street at all times. Signs and/or curb striping shall be installed according to the
17 regulations established by the Contra Costa County Fire Protection District, the Concord
18 Police Department, and Engineering Services. The signs shall include, the Police Department
telephone number and a notification that a citation may be issued for the violation with vehicle
removal at the owner's expense. (ENGR, UFC)

19 **UTILITIES**

- 20 80. New electrical transformers shall be placed underground or screened from view. (PLNG,
21 ENGR)
- 22 81. No above ground utility facilities/structures shall be located between the face of curb and back
23 of sidewalk in the public right-of-way. (ENGR)
- 24 82. Dedicate to the City a 15 foot wide sanitary sewer easement (along all main sewer lines
25 outside of the public street right-of-way) for construction and maintenance purposes prior to
26 recording of the Final Map or Building occupancy approval whichever comes first. The City
27 will not accept maintenance of building laterals. (ENGR)

- 1 83. Install one streetlight near the La Vista Avenue frontage and one streetlight within proposed
2 Street "A.". Submit streetlight plans in accordance with the City Standard Specifications
3 showing pole type, luminaries type, conductor and wiring schedule, connection points, lamp
4 wattage and pull box locations, at the time of submittal of improvement plans. Streetlights
5 shall be completely installed and operational prior to occupancy approval. (ENGR)
- 6 84. All new utilities shall be constructed underground prior to occupancy approval. (ENGR)
- 7 85. Undergrounding of all existing overhead utilities along La Vista Avenue (northeast corner
8 of project) including aerial street crossings shall be required pursuant to CMC Section 110-93.
9 All new utilities shall be constructed underground prior to issuance of occupancy approval.
10 (ENGR)
- 11 86. Comply with the City of Concord sewer design flow criteria and sewer construction
12 requirements of the Central Contra Costa Sanitary District. (ENGR)
- 13 87. All existing sanitary sewer pipes traversing the site from existing structures to the main pipe
14 shall be removed or abandoned per Central Contra Costa Sanitary District Standard
15 Specifications. Details for the pipe removal or abandonment shall be submitted to Engineering
16 Services prior to the issuance of Construction Permits. (ENGR)
- 17 88. Submit to Engineering Services a sewer fixture count and square footage of the existing
18 buildings for possible fee credit purposes, prior to demolition. (ENGR)
- 19 89. Coordinate all facility adjustments, relocations, or additions to utility services with the
20 appropriate utility companies. (ENGR)
- 21 90. Utility areas, electrical and gas meters shall be architecturally screened from view. (PLNG)
- 22 91. The location of all outdoor, above-ground and/or at-grade pad mounted transformers, utility
23 equipment, electrical and gas meters, vaults, irrigation control boxes, back flow prevention
24 devices, and the like shall be subject to approval by Planning and Engineering Services prior
25 to the issuance of the Grading or Building Permit, whichever comes first. All such equipment
26 shall be screened from view either architecturally or with landscaping and painted forest green
27 or other approved color as approved by the Planning Division. Any changes to the approved
28 Utility Plans, including location or screening details shall be reviewed and approved by the
Planning Division. (PLNG, ENGR)
92. Provide cable companies a set of approved site diagrams in electronic format showing the joint
trench layout for dry utilities for cable service to be provided to the site. (ENGR)
93. Connect all buildings to the sanitary sewer collection facilities of the City, and pay all current
sewer connection and service fees prior to occupancy approval. (ENGR) CMC

DRAINAGE/STORMWATER C.3 REQUIREMENTS

- 94. Submit a Stormwater Control Plan (SWCP) prepared in accordance with the current Contra Costa Clean Water Program Stormwater C.3 Guidebook for review and approval by Engineering Services prior to issuance of any permit. The SWCP shall be prepared and certified by a licensed Civil Engineer, demonstrating an understanding of the design of treatment measures for water quality and groundwater protection principles applicable to the project site. *(ENGR)*
- 95. Prior to issuance of permits for building, site improvements, or landscaping, applicant shall submit a permit application consistent with the applicant's approved Stormwater Control Plan (SWCP), and include drawings and specifications necessary for construction of site design features, measures to limit directly connected impervious area, pervious pavements, self-retaining areas, treatment BMP's, permanent source control BMP's, and other features that control stormwater flow and potential stormwater pollutants. The Contra Costa Clean Water Program permit application shall include a completed "Construction Plan C.3 Checklist" as described in the Stormwater C.3 Guidebook, and a detailed draft Stormwater BMP Operation and Maintenance Plan consistent with the general O&M plan included in the applicant's approved Stormwater Control Plan. Guidelines for the preparation of Stormwater BMP Operation and Maintenance Plans are in Appendix F of the Stormwater C.3 Guidebook. *(ENGR)*
- 96. Construct stormwater treatment measures per the approved SWCP prior to occupancy approval. *(ENGR)*
- 97. Submit a final Stormwater BMP Operation and Maintenance Plan (O&M Plan) in accordance with City of Concord Guidelines, for review and approval by Engineering Services, prior to occupancy approval. This O&M Plan shall incorporate City comments on the draft O&M Plan and any revisions resulting from changes made during construction. *(ENGR)*
- 98. Execute any agreements identified in the SWCP which pertain to the transfer of ownership, right-of-entry for inspection or abatement, and/or long-term maintenance of stormwater treatment or hydrograph modification BMPs, prior to occupancy approval. *(ENGR)*
- 99. Prevent site drainage from draining across sidewalks and driveways in a concentrated manner. *(ENGR)*
- 100. Collect and convey all stormwater entering and/or originating from the site to an adequate downstream drainage facility. Submit hydrologic and hydraulic calculations for a 10-year storm with the Improvement Plans to Engineering Services for review and approval. *(ENGR)*
- 101. Install City of Concord "No Dumping, Drains to Creek" curb marker (English and Spanish version) on all catch basins. *(ENGR)*

1 102. Submit a Construction Best Management Practice (BMP) Program for review and approval by
2 the Engineering Development Services Department prior to issuance of a Building and/or
3 Grading Permit. The general contractor and all subcontractors and suppliers of materials and
4 equipment shall implement these BMPs. Construction site cleanup and control of construction
5 debris shall also be addressed in this program. Failure to comply with the approved
6 construction BMP may result in the issuance of correction notices, citations, or a project stop
7 work order. (ENGR)

8 103. Ensure that the area surrounding the project such as the streets stay free and clear of
9 construction debris such as silt, dirt, dust, and tracked mud coming in from or in any way
10 related to project construction. Areas that are exposed for extended periods shall be watered
11 regularly to reduce wind erosion. Paved areas and access roads shall be swept on a regular
12 basis. All trucks shall be covered. (ENGR)

13 104. Clean all on-site stormdrain facilities a minimum of twice a year, once immediately prior to
14 October 15 and once in January. Additional cleaning may be required if found necessary by
15 the City Engineer/Director of Building Inspection. (ENGR, BLDG)

16 **SOLID WASTE/RECYCLING**

17 105. Comply with CMC Chapter 82, Solid Waste, Article V, Construction and Demolition (C&D)
18 Waste Recycling, Sections 82-114 through 82-126, as applicable. (BLDG)

19 **AGREEMENTS, FEES, BONDS**

20 106. All fees noted below are the fees currently in effect as of July 1, 2013 per the Resolution of
21 Fees and Charges. The fees and charges are reviewed annually as part of the budget public
22 hearing process. Fee adjustments are based on a number of factors and vary depending on the
23 type of fee:

24 **Service-based fees** are adjusted annually based on the San Francisco-San Jose-
25 Oakland Area Consumer Price Index;

26 **Improvement based fees** (also called impact fees) are adjusted annually based on
27 Engineering News Record Construction Cost Index (San Francisco Bay Area); and the

28 **Parkland Fee** is adjusted per Section 78-95 of the Concord Municipal Code.

The fees become effective as of the date set forth in Exhibit A of Resolution No. 78-6042,
Fees and Charges for Various Municipal Services, as most recently amended and approved by
the City Council. Persons interested in how a particular fee is calculated should contact the
City Department administering the fee or the Finance Department. (ENGR)

107. Provide a \$5,000 cash deposit to the Planning Division to cover Condition Compliance and
Mitigation Monitoring costs, at the time of submittal of plans and documents to Engineering
Services or the Building Division for plan check. Planning staff's time will be charged to this

1 deposit for work performed to implement the Conditions of Approval, from the time of project
2 approval to occupancy approval. Mitigation Monitoring costs will be charged at cost over the
3 life of the project mitigation requirements. The deposit will be placed in a refundable account
4 and any unused funds will be returned upon completion. If the initial deposit is insufficient to
5 cover actual costs, an additional deposit will be required. (PLNG)

6 108. Pay a Document Imaging fee to reimburse the City for implementation of the Document
7 Imaging and File Retention programs, prior to issuance of Grading or Building Permits.
8 (PLNG)

9 109. Enter into a Maintenance Agreement acceptable to the City prior to the approval of Final Map,
10 agreeing to provide for proper maintenance of the private street, storm drain outside of the
11 public street right of way, street lights and other privately maintained improvements pursuant
12 to CMC Section 94-33. (ENGR)

13 110. Enter into a Subdivision Agreement with the City agreeing to construct and complete all
14 improvements necessary to service the subdivision. The Agreement shall be executed and
15 submitted to the City prior to approval of the Final Map. As part of the Agreement, provide
16 securities acceptable to the City, guaranteeing construction of the required improvements.
17 (ENGR)

18 111. All improvement agreements required in connection with said plans shall be submitted to and
19 approved by the City and other agencies having jurisdiction over said project prior to approval
20 of the Final Map or issuance of the Building or Grading Permit, whichever comes first.
21 (ENGR)

22 112. All required faithful performance bonds and labor materials bonds in a penal amount equal to
23 100 percent of the approved estimates of construction costs of improvements shall be
24 submitted to and approved by the City and other agencies having jurisdiction prior to approval
25 of the Final Map or issuance of the Building or Grading Permit, whichever comes first.
26 (ENGR)

27 113. Encroachment Permit Application:

28 a. Pay the Filing Fee at the time of submittal of permit application, improvement plans
and supporting documents to City Engineering Services for review. The current fee is
\$86.

b. Provide a restoration security before issuance of the Encroachment Permit. The
security shall be in an amount sufficient to restore existing public improvements to a
serviceable condition should development improvement activity cause damage. The
amount of the security shall be determined by, and be in a form acceptable to the City
Engineer.

c. Provide a \$5,000 cash deposit to cover Condition Compliance/Mitigation Monitoring
costs at the time of submittal of plans and documents to Engineering Services for
review. The deposit will be placed in a refundable account. Condition
Compliance/Mitigation Monitoring costs will be charged to this deposit over the life of

1 the project permit and mitigation requirements. Any unused funds will be returned at
2 project completion. If the initial deposit is insufficient to cover actual costs, an
3 additional deposit in an amount determined by the City Engineer will be required.
(ENGR)

4 114. Grading Permit Application:

- 5 a. Pay Grading Permit Fees at submittal of a Grading Permit application. The current fee
6 is determined based on cubic yardage of cut and fill combined, or at the hourly rate of \$
7 172.00 if the hourly rate is used.
8 b. Provide a \$5,000 cash deposit for Erosion Control prior to issuance of Grading Permit.
9 The deposit will be placed in a refundable account. Any unused funds will be returned
10 at project completion. If the initial deposit is insufficient to cover actual costs, an
11 additional deposit in an amount determined by the City Engineer will be required.
12 c. Pay Stockpile and Erosion Control Monitoring fee prior to issuance of Grading Permit.
13 The stockpile and erosion control monitoring fee is currently \$23.00 per calendar day
14 and is collected for the life of the Grading Permit activity. (ENGR)

15 115. Final Map Application:

- 16 a. Pay the Final Map review fee at the time of submittal of Final Map documents to
17 Engineering Services for review. Current fee is estimated to be \$4,128 (based on eight
18 parcels), plus additional review time at \$172/hour if required.
19 b. Pay the Final Map filing fee prior to scheduling the Subdivision Agreement for
20 consideration by the City Council. The current fee is \$1,720.
21 c. Pay the Improvement Plan review fee at the time of submittal of Improvement Plans
22 and supporting documents to Engineering Services for review. The current fee is
23 estimated to be \$9,632 (based on eight parcels), plus additional review time at
24 \$172/hour if required.
25 d. Pay the Construction Inspection fee prior to issuance of the Construction Permits or
26 scheduling the Subdivision Agreement for consideration by the City Council. The
27 current fee is based on 9% of the estimated cost of constructing the required
28 improvements to support the subdivision.
e. Pay the Drainage Acreage Fee prior to scheduling the Subdivision Agreement for
consideration by the City Council. The current fee is \$3,414/acre. (Drainage Area 90)
f. Pay the Parkland Fee prior to building permit issuance. The current fee is \$16,691 per
living unit for Low Density Residential Designation.
g. Submit a fully executed Subdivision Agreement and provide all necessary bonds,
securities, and insurance required in the Agreement prior at the time the Final Map is
scheduled for consideration by the City Council.
h. Pay new parcel fee of \$344 per parcel prior to the approval of the Final Map.
i. Pay acceptance of improvements and dedications fee of \$3,440 prior to scheduling
items for action by City Council.
j. Provide a \$1,000 deposit for archiving permanent records prior to approval of the Final
Map. Actual fees will be charged following completion of work. (ENGR)

1 116. Sewer Connection Permit:

- 2 a. Pay Sanitary Sewer connection fee. The current sewer connection fee is \$5,043 per
3 single-family dwelling unit and shall be paid prior to building permit issuance.
4 b. Pay the current one-time sewer service fee prior to building permit issuance. The
5 current fee is \$363 per year and is pro-rated by the month that connection is made.
6 (ENGR)

7 117. Traffic Mitigation Fee:

8 Pay Offsite Street Improvement Program (OSIP) fee less possible fee credit. The OSIP fee
9 shall be the fee in effect at the time of approval of the Final Map. The current OSIP Fee is
10 \$3,251 per single-family dwelling unit and shall be paid prior to building permit issuance.
11 (TRANS)

12 **OTHER/MISCELLANEOUS**

13 118. Contact local postal authorities to get their requirements for mail facilities for the project. The
14 design and location of mail receptacles shall be reviewed and approved by the Planning
15 Division and shown on the Utility, Landscape, and Building Plans, prior to issuance of
16 Grading or Building Permits, whichever comes first. Mail facilities shall be installed prior to
17 occupancy approval. (PLNG)

18 119. Submit a written request for new street names with a site plan showing their location to the
19 Planning Division for review and approval, at the time of submittal of Improvement Plans and
20 Final Map. Include a list of alternatives for each name, as some names may not be acceptable.
21 (PLNG)

22 120. Contact the Geographic Information Systems (GIS) Technician, in the Information
23 Technology Department, (925) 671-3051, for addressing requirements, and coordinate with the
24 Contra Costa Fire Protection District for their approval, prior to issuance of a Building Permit.
25 (PLNG)

26 121. Comply with the requirements of the Contra Costa County Health Department for the
27 abandonment of existing septic tanks or wells. (ENGR) CMC

28 122. Comply with the requirements of the Contra Costa Fire Protection District. Submit complete
sets of plans and specifications to the Fire District for review and approval at:

Contra Costa County Fire Protection District
2010 Geary Road
Pleasant Hill, CA 94523

Plan review fees are assessed at that time. The City is not responsible for the collection of fees
or enforcement of requirements imposed by the Fire District. (CCCFIRE)

- 1 123. Project shall comply with Contra Costa Water District's Code of Regulations Section 5 for
2 treated and untreated water service. (CCWD)
- 3 124. Existing water infrastructure will need to be evaluated and any modifications will need to be
4 designed and constructed at the cost of the developer/owner. (CCWD)
- 5 125. Each premise to be provided domestic service will require its own service connection and
6 meter. (CCWD)
- 7 126. The water main in the street or right of way shall be located opposite the proposed meter
8 locations, with sufficient capacity and pressure as determined by CCWD. The project may
9 require a main extension or other infrastructure addition. The existing on-site 2-inch main shall
10 be abandoned. (CCWD)
- 11 127. Property inspection and water use review is required prior to water service approval. CCWD
12 will install any necessary equipment such as backflow prevention devices at the applicant's
13 expense. (CCWD)
- 14 128. Install approved automatic fire sprinkler system as required by the California Residential
15 Code. Appropriate backflow prevention is required for all services where sprinkler systems
16 are installed. (CCWD)
- 17 129. CCWD facilities and equipment shall not be located below bio-retention areas. (CCWD)
- 18 130. Applicant and/or subdivider shall defend, indemnify and hold harmless the City, its agents,
19 officials and employees from any claim, action or proceeding brought by a third party to set
20 aside, annul, attack or otherwise void the approval of the Vesting Tentative Map or related
21 approvals by the Planning Commission, which action is brought within the time period
22 provided for in Government Code section 66499.37. The City shall promptly notify the
23 applicant/subdivider of any claim, action or proceeding against the City of Concord and that
24 the City will cooperate fully in the defense. (PLNG)
- 25 131. The permit and approval shall expire in two years from the date on which they became
26 effective unless construction permits are obtained and work has begun. All permits approved
27 concurrently with a Vesting Tentative Map shall be valid for the life of the map. The effective
28 date of the permit and approval is *July 16, 2014* (PLNG)
132. A request for a time extension from the expiration date of *July 16, 2016* can be considered if
an application with required fee is filed at least 10 days before the original expiration date,
otherwise a new application is required. A public hearing will be required for all extension
applications, except those involving only Design Review. Extensions are not automatically
approved. Changes in conditions, City policies, surrounding neighborhood, and other factors
permitted to be considered under the law, may require, or permit denial. (PLNG)

EXHIBIT C
IMPROVEMENT PLANS
FOR
LA VISTA VILLAS
CONCORD, CALIFORNIA

PREPARED BY:



HAWKINS & ASSOCIATES
ENGINEERING, INC.

436 MITCHELL ROAD
MODESTO, CA. 95354
PHONE: (209) 575 - 4295
FAX: (209) 578 - 4295

A COPY OF ORIGINAL EXHIBIT C ON FILE
IN THE CITY OF CONCORD'S OFFICE

DATE	DESCRIPTION OF REVISION	APP'D

HAWKINS & ASSOCIATES
 148 MITCHELL ROAD
 MODesto, CA 95344
 PH: (209) 575-4295
 FX: (209) 578-4295

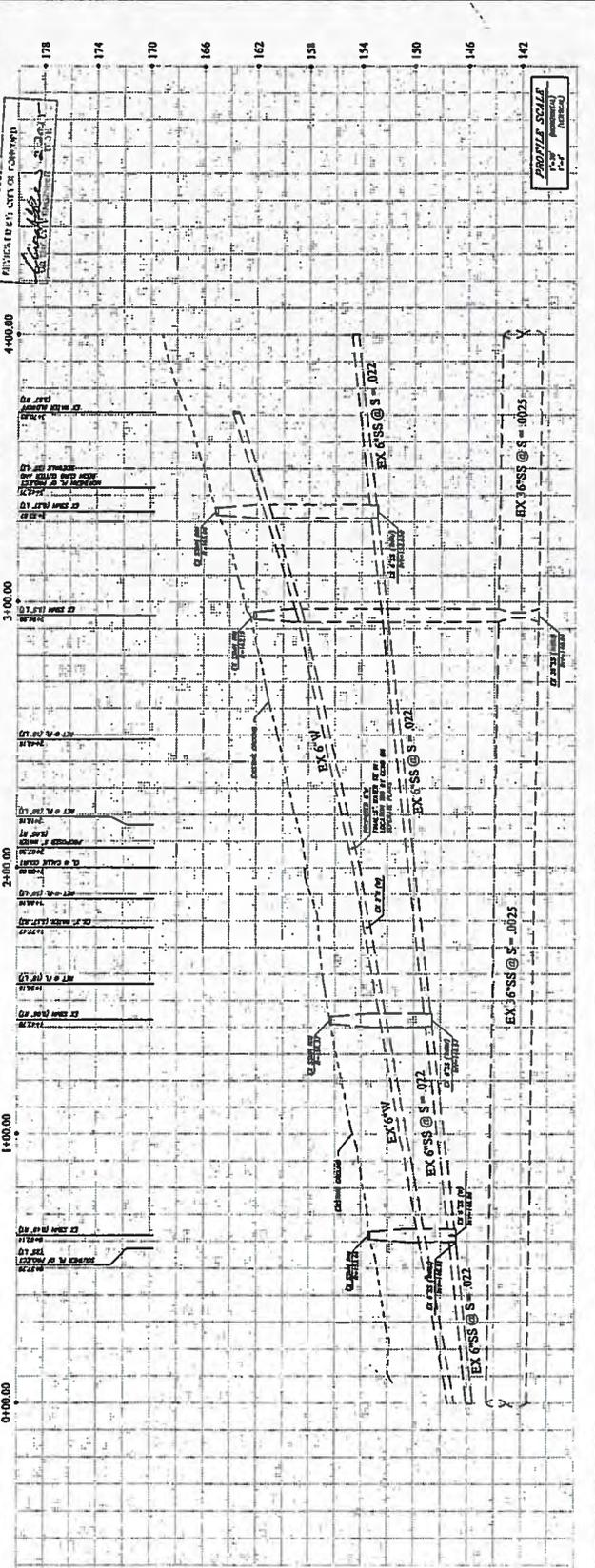
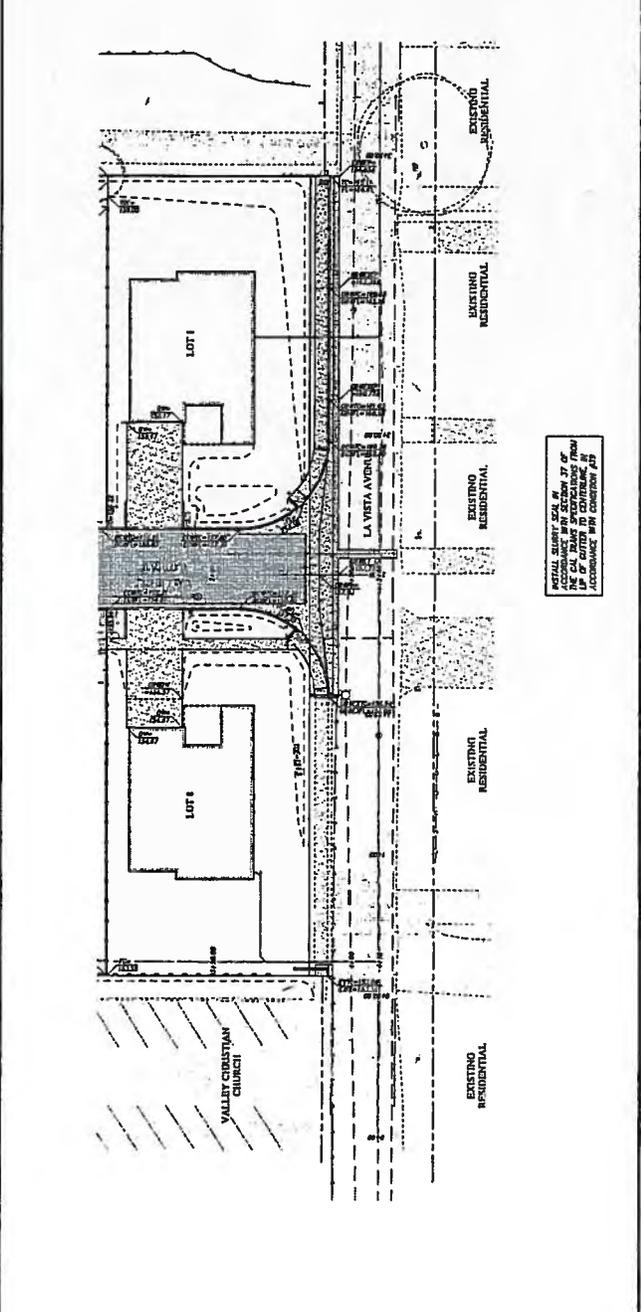
IMPROVEMENT PLANS FOR
 LA VISTA VILLAS
 WMPAC - LA VISTA LLC
 CONCORD, CALIFORNIA
 LA VISTA AVE. STA 1+00.00 - 4+00.00

DATE: _____
 SHEET: **C800**
 12 OF 20

WATER ALIGNMENT
 THE WATER ALIGNMENT SHALL BE LOCATED AS SHOWN ON THESE PLANS. THE WATER ALIGNMENT SHALL BE MAINTAINED AT ALL TIMES. THE WATER ALIGNMENT SHALL BE MAINTAINED AT ALL TIMES. THE WATER ALIGNMENT SHALL BE MAINTAINED AT ALL TIMES.

CONSTRUCTION STAKING LIABILITY WAIVER
 THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND FOR THE ACCURACY OF THE CONSTRUCTION STAKING. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND FOR THE ACCURACY OF THE CONSTRUCTION STAKING.

CALL BEFORE YOU DIG
 THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND FOR THE ACCURACY OF THE CONSTRUCTION STAKING. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND FOR THE ACCURACY OF THE CONSTRUCTION STAKING.



A COPY OF THE ORIGINAL EXHIBIT C ON FILE
 IN THE CITY OF CONCORD'S OFFICE

DATE: 01/27/17
 DRAWN BY: [Name]
 CHECKED BY: [Name]
 PROJECT: [Name]

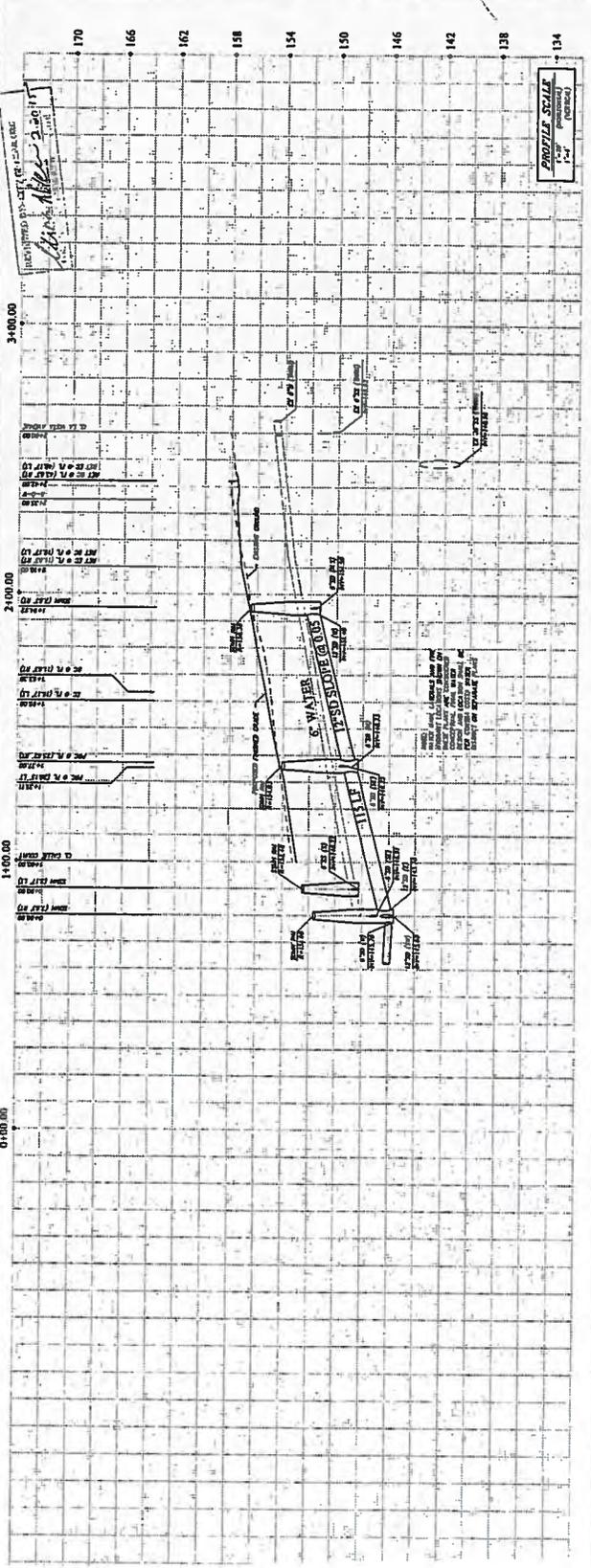
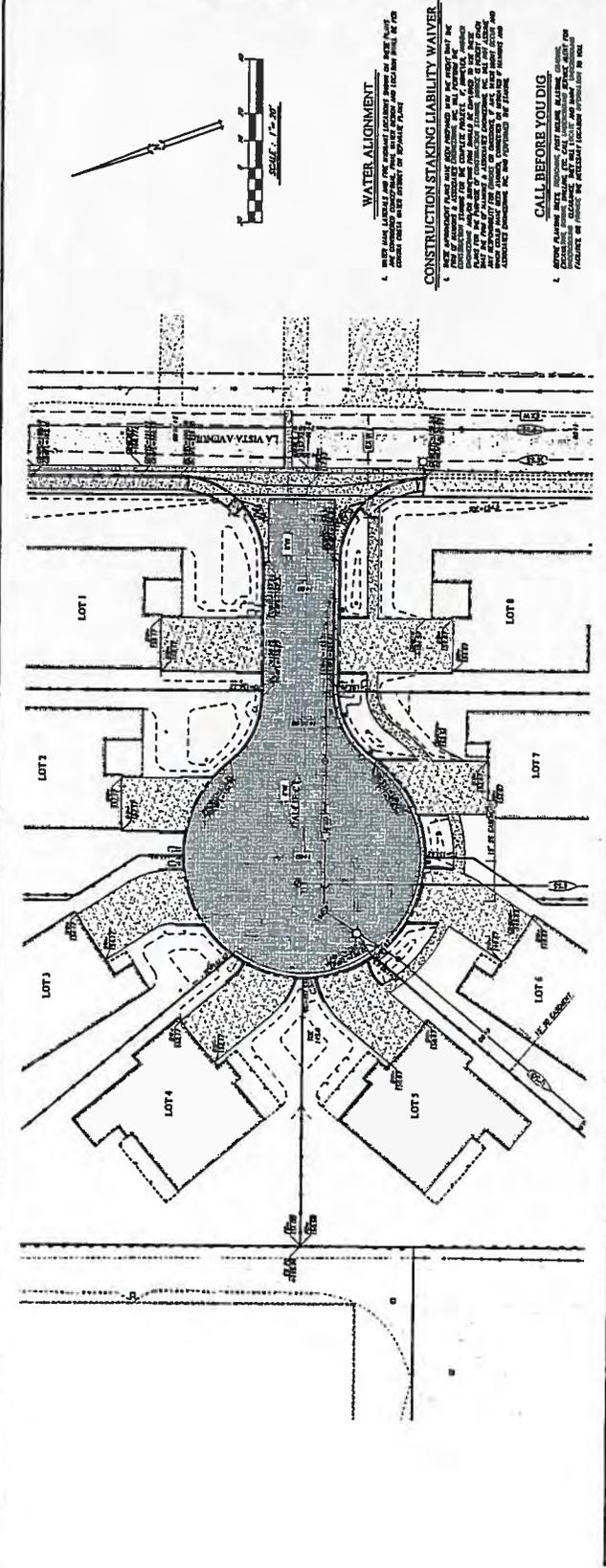


HAWKINS & ASSOCIATES
 ENGINEERING, INC.
 448 MITCHELL ROAD
 MODESTO, CA 95354
 PH: (209) 578-4395
 FX: (209) 578-4395

**IMPROVEMENT PLANS FOR
 LA VISTA VILLAS
 WINPAC - LA VISTA LLC**
 CONCORD, CALIFORNIA
**PLAN AND PROFILE
 CALLE COURT - STA 1+00.00 - 2+60.00**



8101
 SHEET
13 OF 20



WATER ALIGNMENT
 1. THE WATER ALIGNMENT SHOWN ON THESE PLANS IS BASED ON THE ASSUMPTION THAT THE WATER MAIN WILL BE INSTALLED AT THE CENTERLINE OF THE STREET. THE WATER MAIN SHALL BE INSTALLED AT THE CENTERLINE OF THE STREET UNLESS OTHERWISE NOTED ON THESE PLANS.

CONSTRUCTION STAKING LIABILITY WAIVER
 1. THE USER OF THESE PLANS AND THE USER OF THE INFORMATION CONTAINED HEREIN SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND FOR THE ACCURACY OF THE INFORMATION CONTAINED HEREIN. THE USER OF THESE PLANS AND THE USER OF THE INFORMATION CONTAINED HEREIN SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND FOR THE ACCURACY OF THE INFORMATION CONTAINED HEREIN.

CALL BEFORE YOU DIG
 1. BEFORE ANY EXCAVATION, THE USER OF THESE PLANS SHALL CONTACT THE UTILITY LOCATING AGENCIES TO OBTAIN THE NECESSARY UTILITY INFORMATION FOR THE PROJECT.

**A COPY OF THE ORIGINAL EXHIBIT C ON FILE
 IN THE CITY OF CONCORD'S OFFICE**

HAWKINS & ASSOCIATES
 ENGINEERING, INC.
 146 MITCHELL ROAD
 MODESTO, CA 95354
 PH: (209) 575-4295
 FX: (209) 578-4195

LA VISTA VILLAS
 IMPROVEMENT PLANS FOR
 SANITARY SEWER STA 1+00.00 - 4+10.10
 WMPAC - LA VISTA LLC
 CONCORD, CALIFORNIA

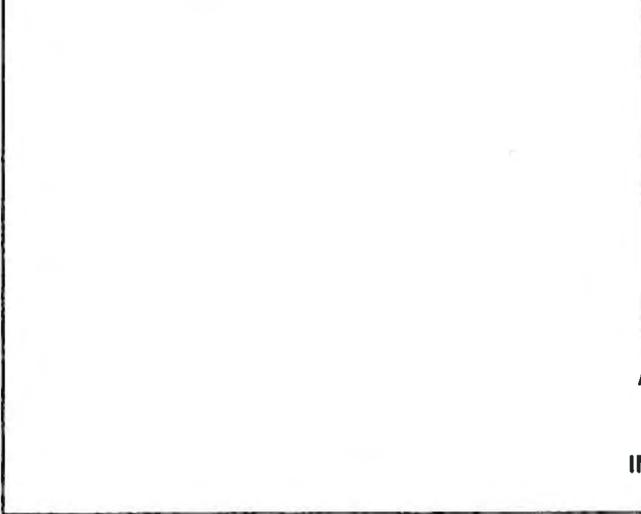
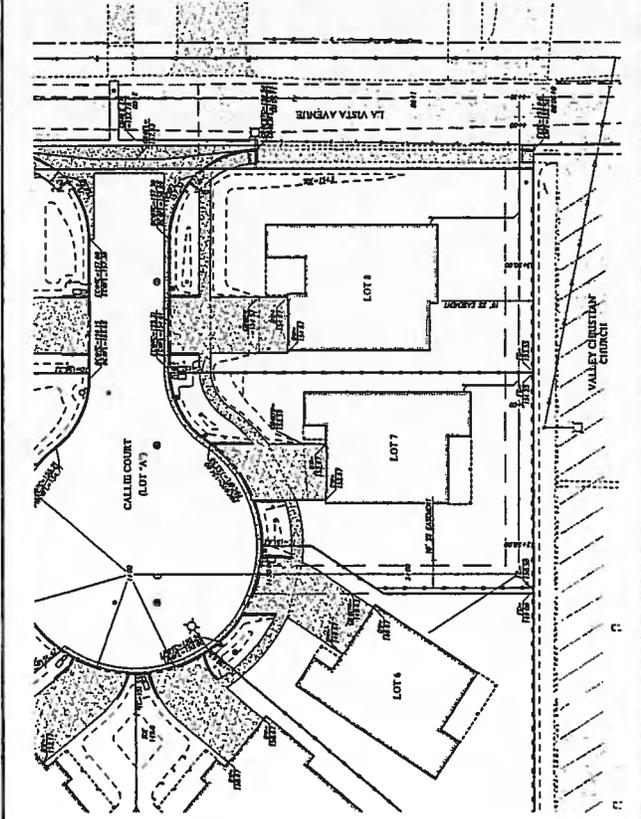
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DATE: 11/11/10
 SHEET: C803
 15 OF 20

WATER ALIGNMENT
 1. THESE LINES REPRESENT THE WATER ALIGNMENT SHOWN ON THIS PLAN. THE WATER ALIGNMENT IS THE CENTERLINE OF THE WATER MAIN. THE WATER MAIN SHALL BE INSTALLED AT THE CENTERLINE OF THE WATER MAIN.

CONSTRUCTION STAKING LIABILITY WAIVER
 1. THESE PLANS AND SPECIFICATIONS ARE PREPARED BY THE ENGINEER AND CONTRACTOR. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE ACCURACY OF THE CONSTRUCTION STAKING. THE ENGINEER SHALL NOT BE RESPONSIBLE FOR THE ACCURACY OF THE CONSTRUCTION STAKING.

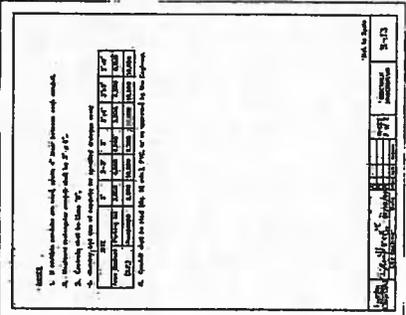
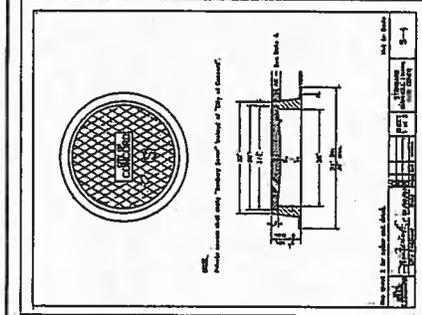
CALL BEFORE YOU DIG
 1. BEFORE ANY EXCAVATION, THE CONTRACTOR SHALL CALL 811 TO LOCATE ALL UTILITIES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE ACCURACY OF THE CONSTRUCTION STAKING.



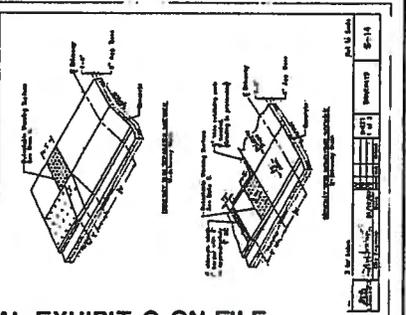
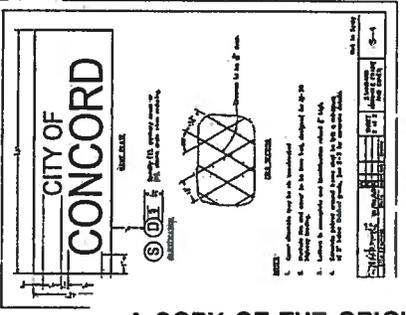
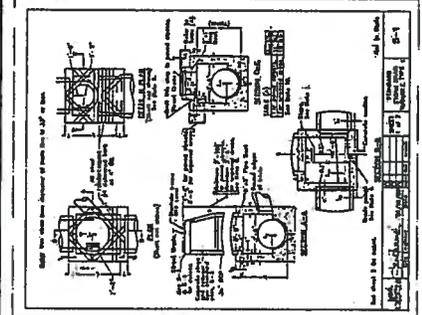
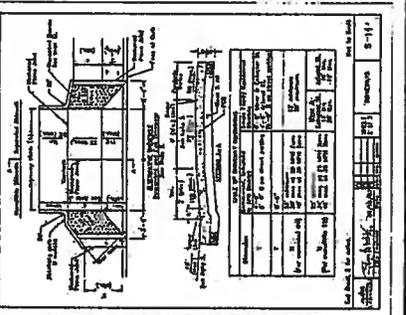
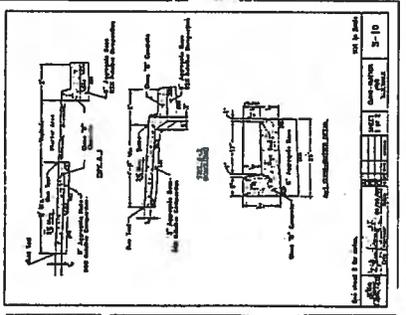
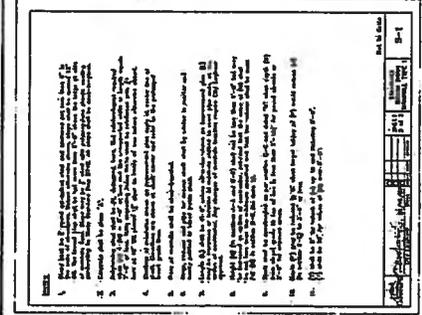
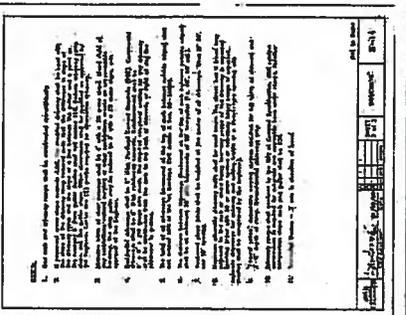
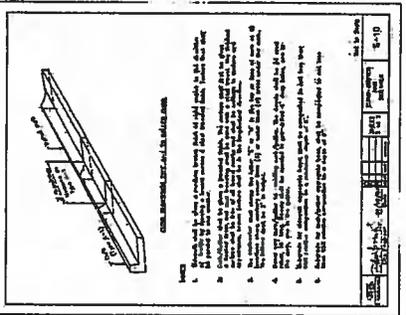
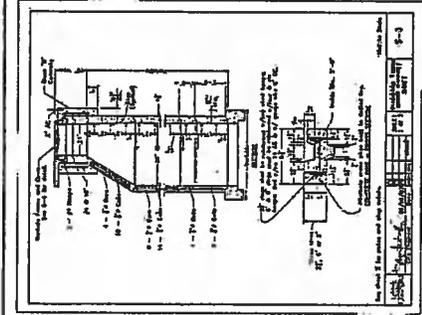
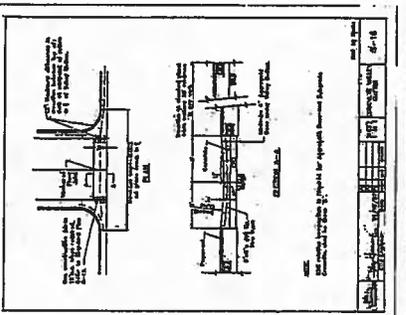
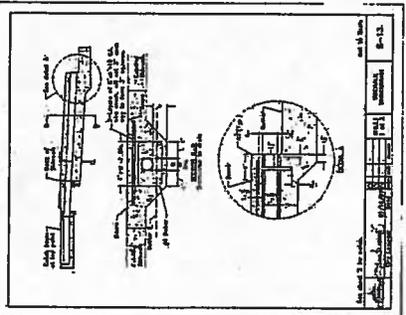
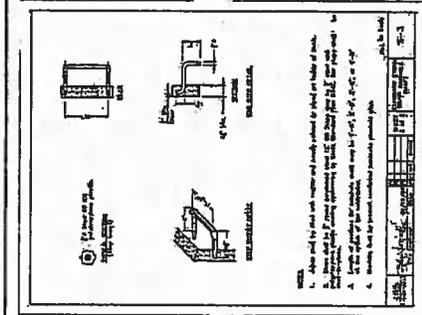
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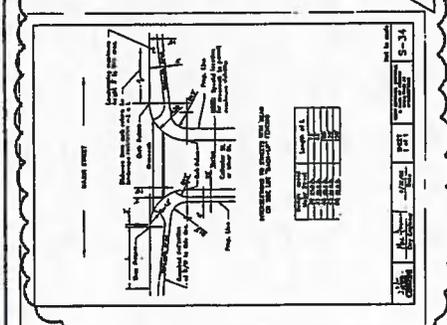
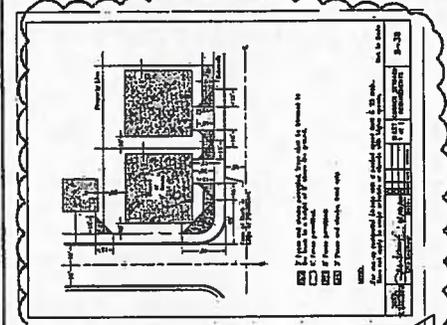
DETAIL SHEET



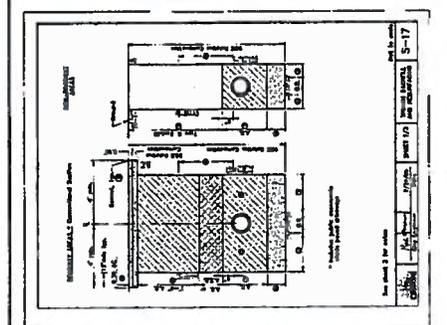
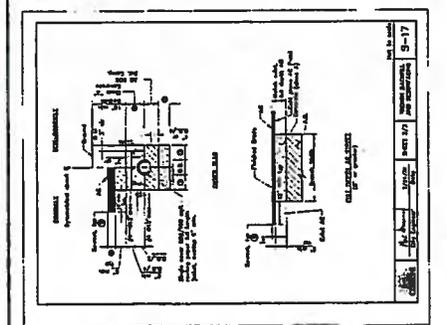
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 DATE: 11/15/15



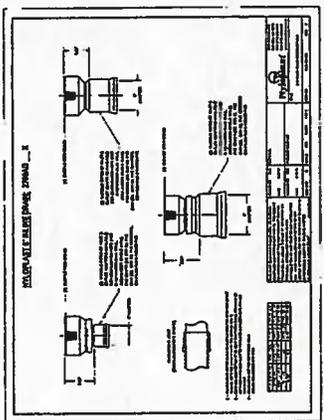
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NOTES:
 1. All work shall be in accordance with the City of Concord Specifications for Streets and Highways, 2011 Edition, and the City of Concord Specifications for Storm Drainage, 2011 Edition.
 2. All work shall be in accordance with the City of Concord Specifications for Storm Drainage, 2011 Edition, and the City of Concord Specifications for Streets and Highways, 2011 Edition.
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 10. All work shall be in accordance with the City of Concord Specifications for Storm Drainage, 2011 Edition, and the City of Concord Specifications for Streets and Highways, 2011 Edition.



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HAWKINS & ASSOCIATES
 ENGINEERING, INC.
 436 MORTCHER ROAD
 MODesto, CA 95354
 PH: (209) 575 - 4295
 FX: (209) 578 - 4295

ROBERT R. HAYDON
 P.E. 1218
 R.C. HINE, P.E. 1218
 FLS 1248
 LICENSED PROFESSIONAL LANDSCAPE ARCHITECT
 1818
 DATE: 7/16/15

PLANTING MATERIALS

SMALL FLOWERING TREES (TO BE 24" BOX SIZE):
 LAGERSTROEMIA MICKHOEPE
 LAGERSTROEMIA 'VAPARABO'
 FLOWERING TREE (TO BE 24" BOX SIZE):
 CERCIS R. 'OKLAHOMA'

DECIDUOUS SHADE TREE (TO BE 24" BOX SIZE):
 PISTACHIA CHINENSIS

EVERGREEN SHADE TREE (TO BE 18" BOX SIZE):
 OLEA WILSONII

NATIVE TREE (TO BE 18" BOX SIZE):
 QUERCUS AGRIFOLIA

TALL TREES (TO BE 5 GALLON SIZE):
 5-1 YUCCA FORTUNATA
 5-2 YUCCA FRUTICOSA
 5-3 PITTOSPORUM 'VAREGATA'
 5-4 LIQUIDAMBAR L. TEXANUM
 5-5 ESCALLONIA EXONENSIS

SCREENING SHRUBS (TO BE 5 GALLON SIZE):
 5-6 WAXLEAF PRIVET
 5-7 HEAVENLY BAMBOO
 5-8 INDIA HAWTHORN
 5-9 ENGLISH LAUREL
 5-10 LAVENDER 'MUNDTOWN'
 5-11 ROSMARINUS S. 'BLUE SPRIES'
 5-12 ROSMARINUS S. 'TINE'
 5-13 LANTANA MONTEVIDESE

VERTICAL ACCENT SHRUBS (TO BE 5 GALLON SIZE):
 5-14 LIQUIDAMBAR L. TEXANUM
 5-15 NARCISSUS DOMESTICA

FLOWERING SHRUBS (TO BE 5 GALLON SIZE):
 5-16 RHAPHIDOPHYS 'SPRINGTIME'
 5-17 LAVENDER 'MUNDTOWN'
 5-18 ROSMARINUS S. 'BLUE SPRIES'
 5-19 ROSMARINUS S. 'TINE'
 5-20 LANTANA MONTEVIDESE

ACCENT SHRUBS (TO BE 5 GALLON SIZE):
 5-21 PHORADENDRUM 'YELLOW WAVE'
 5-22 PHORADENDRUM 'MAORI MADEBY'
 5-23 PHORADENDRUM 'MONROVIAN REEF'
 5-24 DIETES BIRIQUIDES
 5-25 HELICTOTRICHON 'SEMPERVIRENS'

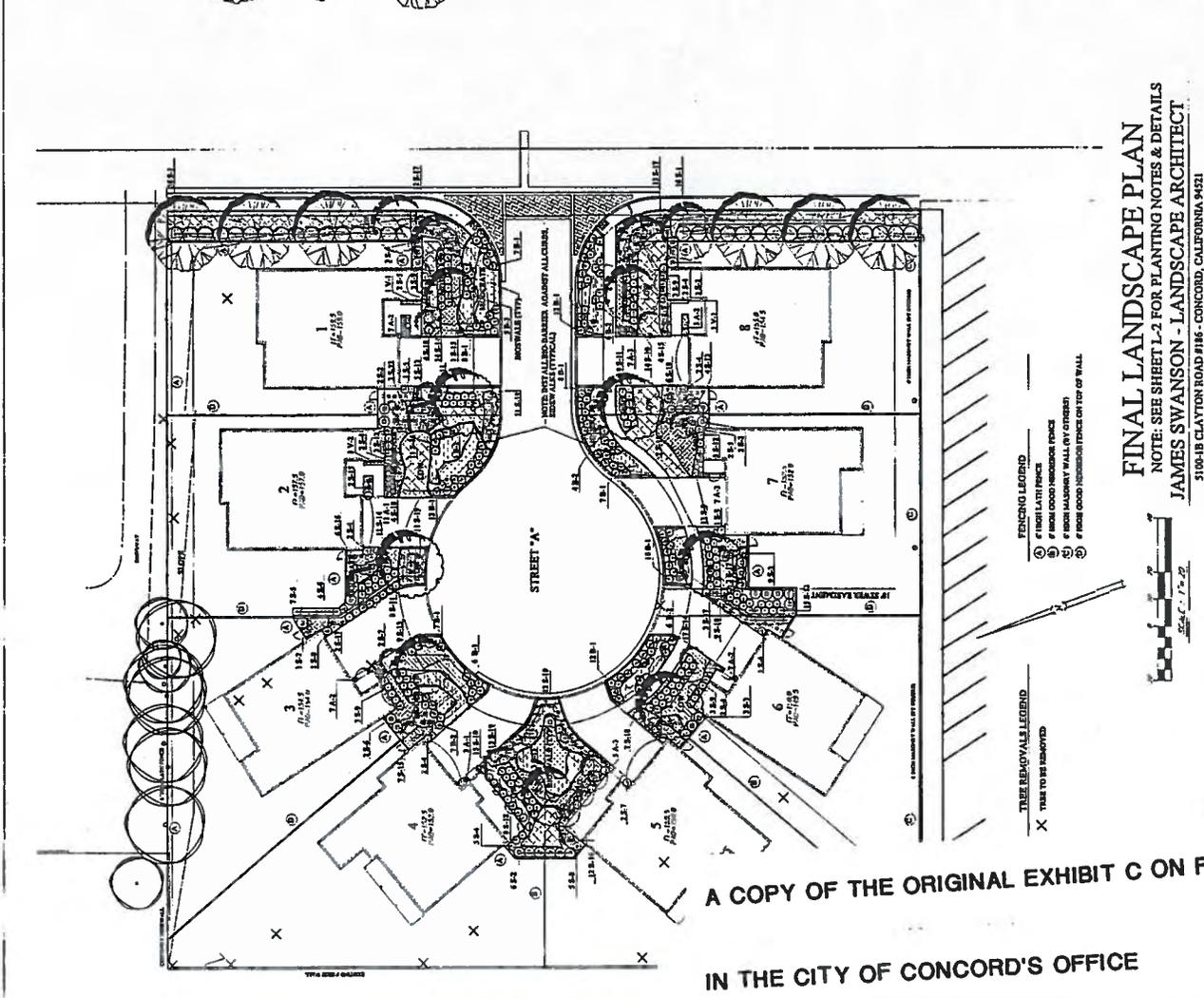
SPILANS (TO BE 15 GALLON SIZE):
 5-26 TRACHELOSPERUM JASMINOIDES
 5-27 CAMELLIA JAPONICA

LOW TREES (TO BE 1 GALLON SIZE):
 A-1 NARCISSUS DOMESTICA
 A-2 LILY OF THE NILE
 A-3 HEBE
 A-4 HEBE 'SHEILA DORR'
 A-5 HEBE 'SHEILA DORR'

GROUND COVERS FROM 1 GALLON CANS:
 5-28 ERIGON KARYOPHYLLIS
 5-29 ACTOSTAPHYLOS 'EMERALD CARPET'
 5-30 TRICHODUM X.L. 'PROSTRATUM'

BIO-SWALE PLANTINGS FROM 1 GALLON CANS:
 5-31 FISTUCA CALIFORNICA
 5-32 CAREX BUCHANANI
 5-33 B-1 CAREX BUCHANANI
 5-34 B-2 LETYDIS A. 'BLUE DUNE'

SPECIAL NOTE:
 ALL PLANTS SHALL BE LAID OUT IN THE FIELD UNDER THE DIRECTION OF THE LANDSCAPE ARCHITECT PRIOR TO INSTALLATION.



FINAL LANDSCAPE PLAN
 NOTE: SEE SHEET L-2 FOR PLANTING NOTES & DETAILS
 JAMES SWANSON - LANDSCAPE ARCHITECT
 5100-18 CLAYTON ROAD #116 - CONCORD, CALIFORNIA 94521
 PHONE (925) 615-9640 FAX: (925) 615-9641

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EXHIBIT D

**BIO - SWALES
MAINTENANCE PLAN**

FOR

LA VISTA VILLAS

CONCORD, CALIFORNIA

REVISED – JUNE 19, 2015

PREPARED BY:



**HAWKINS & ASSOCIATES
ENGINEERING, INC.**

436 MITCHELL ROAD
MODESTO, CA. 95354
PHONE: (209) 575 – 4295
FAX: (209) 578 – 4295

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Table of Contents

	Table of Contents.....	1
1.	BMP Operation and Maintenance.....	2
	a. Bio-Swales Characteristics	
	b. Summary of Maintenance Requirements	
2.	Source Control Measures.....	3
	Table 1 - Sources and Source Control BMPs	4

1. BMP Operation and Maintenance

a. Bio-Swales Characteristics

The bio-swales serving this project have been designed and constructed according to the criteria included in the Contra Costa Clean Water Program Stormwater C.3 Guidebook Sixth Edition Chapter 4. These bio-swales have been installed to help protect the environment from pollution that may be introduced to the storm drain system from residential developments. The bio-swales have the following characteristics:

- 6 inch depth above
- 18 inch minimum soil depth
- Side slope no greater than 4:1 with smooth transitions.
- Longitudinal slope between 0.2% and 6%.
- Check dams, where required on steep slopes, minimum 12 inches wide.
- 12 inch minimum width of curb cut, with ½ inch drop across cut to avoid collection of debris.
- Splash blocks or cobbles at inlets and inlet pipes.
- Native soils protected against compaction during construction.
- Plants selected for viability and to minimize need for fertilizers and pesticides.

b. Summary of Maintenance Requirements

Swales remove pollutants primarily by filtering runoff slowly through an active layer of soil. Routine maintenance is needed to insure that flow is unobstructed, that erosion is prevented and that soils are held together by plant roots and are biologically active. Typical routine maintenance consists of the following:

- Inspect inlets for channels, exposure of soils, or other evidence of erosion. Clear any obstructions and remove any accumulation of sediment. Examine rock or other material used as a splash pad and replenish if necessary.
- Inspect outlets for erosion or plugging.
- Inspect side slopes for evidence of instability or erosion and correct as necessary.

- Observe soil at the bottom of swale filter for uniform percolation throughout. If portions of the swale or filter do not drain within 48 hours after the end of a storm, the soil should be tilled and replanted. Remove any debris or accumulations of sediment.
- Examine vegetation to ensure that it is healthy and dense to provide filtering and to protect soils from erosion. Replenish mulch as necessary, remove fallen leaves and debris, prune large shrubs or trees, and mow turf areas. Confirm that irrigation is adequate and not excessive. Replace dead plants and remove invasive vegetation.
- Abate any potential vectors by filling holes in the ground, in and around the swale, and by ensuring that there are no areas where water stands longer than 48 hours following a storm. In mosquito larvae are present and persistent, contact the Contra Costa County Vector Control District for information and advice. Mosquito larvicides should be applied only when absolutely necessary and then only by a licensed individual or contractor.
- It is anticipated that with proper care and maintenance, the vegetated swales and basin areas should last approximately fifteen years (actual life may vary depending on maintenance and care). Soil replacement for the swales and basins shall be composed of 60% - 70% sand and 30% - 40% compost based on measured volume. The minimum infiltration rate of the replacement soil shall be 5 inches per hour.

2. Source Control Measures

The single family residences will create few potential sources of storm water pollutants. However, some sources do exist and proper maintenance of the bio-swales will help remove them from the storm drain system. The following list is provided to help the homeowner be aware and minimize their use and potential impacts. Sources to be controlled include:

- Potential dumping of wash water or other liquids into storm drain inlets.
- Need for future outdoor or structural pest control.
- Fertilizers and pesticides used in garden and yard maintenance.
- Vehicle washing.

Table 1 Sources and Source Control BMPs

Potential Source	Permanent Controls (BMPs)	Operational Controls (BMPs)
On-site dumping into storm drain inlets.	All accessible on-site inlets will be marked with the works "No Dumping! Flows to Bay"	<p>Markings should be periodically repainted or replaced.</p> <p>Inlets and pipes conveying storm water to BMPs shall be inspected and maintained as part of BMP Operation and Maintenance Plan.</p>
Need for future outdoor or structural pest control.		Integrated Pest Management (IPM) Information will be provided to new homeowners.
Landscape/outdoor pesticide use.	<p>Landscape plans have been designed to minimize irrigation and irrigation and runoff and to minimize use of fertilizers and pesticides that can contribute to storm water pollution.</p> <p>Plantings within bio-retention areas and swales shall be tolerant of sandy and sandy loam soil and periodic inundation.</p> <p>New plants should be pest-resistant.</p> <p>New plants should be appropriate to site soils, slopes, climate, sun, wind, rain, land use, air movement, ecological consistency and</p>	<p>Landscape should be maintained using minimal or no pesticides.</p> <p>IPB information will be provided to new owners.</p>

	plant interactions.	
Vehicle washing.	Driveways and parking areas drain to bio-retention area or swales.	Homeowners shall maintain the bio-retention areas according to this maintenance manual to help prevent storm water pollution. Vehicle washing should not occur after a storm event until the existing bio-swales and basins are emptied of standing water.

EXHIBIT E

INSPECTION AND MAINTENANCE CHECKLIST

*CHECKLIST FOR ROUTINE INSPECTION AND
MAINTENANCE - BIORETENTION AREA
(SEE MAINTENANCE MATRIX FOR ADDITIONAL DETAIL)*

- Check cobblestone at inflow dissipation pads and repair, replace, or replenish as necessary
- Remove any accumulations of sediments, litter, and debris
- Examine the overflow. Remove any debris
- Observe the structure and fix any cracks, or failure
- Note conditions of vegetation
- Replace any dead vegetation
- Remove any nuisance or invasive vegetation
- Clean up fallen leaves or debris
- Confirm that irrigation is adequate and not excessive
- Remove any debris from sidewalk cross drains or inlets
- Check for ponding areas greater than 48 hours
- Check for areas of erosion

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EXHIBIT F ANNUAL REPORT FORM

Stormwater BMP Inspection and Maintenance Log

Facility Name	
Address	
Begin Date	End Date

Date	BMP ID#	BMP Description	Inspected by:	Cause for Inspection	Exceptions Noted	Comments and Actions Taken

- Instructions:** Record all inspections and maintenance for all treatment BMPs on this form. Use additional log sheets and/or attach extended comments or documentation as necessary. Submit a copy of the completed log with the annual independent inspectors' report to the municipality, and start a new log at that time.
- BMP ID# — Always use ID# from the Operation and Maintenance Manual.
 - Inspected by — Note all inspections and maintenance on this form, including the required independent annual inspection.
 - Cause for inspection — Note if the inspection is routine, pre-rainy-season, post-storm, annual, or in response to a noted problem or complaint.
 - Exceptions noted — Note any condition that requires correction or indicates a need for maintenance.
 - Comments and actions taken — Describe any maintenance done and need for follow-up.

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