

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

Contra Costa County
Department of Conservation and Development
30 Muir Road
Martinez, CA 94553
Attn: Housing and Community Improvement Division

No fee for recording pursuant to
Government Code Section 27383

DENSITY BONUS AND INCLUSIONARY HOUSING
DEVELOPER AGREEMENT
(Walnut Estates, 3180 Walnut Boulevard, County File #CDS21-09581)

This Density Bonus and Inclusionary Housing Developer Agreement (the "Agreement") is dated _____, 20__, and is between the COUNTY OF CONTRA COSTA, a political subdivision of the State of California (the "County"), and TH WALNUT ESTATES LLC, a California limited liability company ("Developer").

RECITALS

A. Developer owns that certain real property located in an unincorporated area of Contra Costa County on Walnut Boulevard that comprises approximately 2.88 acres, includes Assessor Parcel Number 180-240-002, and is more particularly described in Exhibit A (the "Property"). Developer desires to construct a residential project on the Property.

B. The residential development contemplated by Developer is referred to as Walnut Estates (the "Development") and has been designated as County File #CDS21-09581. The Development includes the construction of 10 new for-sale residential units on the Property, including one (1) four-bedroom Moderate Income Unit on Lot 4 (referred to interchangeably as the "Affordable Unit" and "Inclusionary Housing Unit"). In addition, the Development will include on-site and off-site improvements, removal of 43 trees, and approximately 17,000 cubic yards of grading.

C. The Development is subject to Chapter 822-4 of the County Ordinance Code (the "Inclusionary Housing Ordinance") because the Development is a residential development of more than five units. The Development is also subject to Chapter 822-2 of the County's Ordinance Code (the "Density Bonus Ordinance") because the County's General Plan and Zoning Ordinance permit the construction of a maximum of 9 housing units on the Property, and

the Developer has requested that the Development be permitted to exceed the maximum allowable density with 10 housing units.

D. Pursuant to Government Code Section 65915 and the Density Bonus Ordinance, Developer has proposed to construct and sell one (1) Moderate Income Unit in exchange for a six percent (6%) density bonus and reductions in development standards. The term “Moderate Income Unit” means a unit that is sold to, and affordable to, a Moderate Income Household. The terms “Affordable Unit” and the “Inclusionary Housing Unit” are used interchangeably herein to mean the Moderate Income Unit.

E. Developer’s predecessor-in-interest submitted, and the County has approved, the inclusionary housing plan and request for density bonus dated March 22, 2022, set forth in Exhibit B (the “Plan”). Under the Plan, the Developer will construct and sell a total of one (1) Affordable Unit in the Development. The remaining units in the Development may be sold at market-rate and are not subject to the provisions of this Agreement. The Plan also provided for a concession to allow the developer to use gross acreage when calculating the maximum base density and for waivers of development standards to allow reductions in lot area, lot width, lot depth, housing setbacks, and retaining wall setbacks.

F. On October 16, 2023, the Zoning Administrator approved a vesting tentative map for the subdivision of the Property into 10 lots, and a density bonus request pursuant to Government Code section 65915. On October 26, 2023, a timely appeal to the Zoning Administrator’s decision was submitted. On January 10, 2024, the County Planning Commission denied the appeal and upheld the Zoning Administrator’s approval. On January 19, 2024, a timely appeal to the County Planning Commission’s decision was submitted. On February 27, 2024, the County Board of Supervisors denied the appeal and upheld the County Planning Commission’s approval, approving the Development with a density bonus of 1 unit (the “Density Bonus”), a concession to allow the developer to use gross acreage when calculating the maximum base density on the property, and waivers of certain development standards pursuant to Government Code section 65915 (the “Approval”). A copy of the permit, findings, and conditions of approval approved by the Board of Supervisors on February 27, 2024, is attached as Exhibit D. Approval of the Development is subject to the conditions of approval set forth in the Inclusionary Housing and Density Bonus section of the conditions of approval for the Development (County File #CDS21-09581) (the “Conditions of Approval”).

G. Pursuant to the Conditions of Approval, the Approval, the Inclusionary Housing Ordinance, the Density Bonus Ordinance, and Government Code section 65915, Developer is required to ensure that one (1) unit in the Development is affordable to and occupied by a Moderate-Income Household for a minimum of 45 years. In addition, Developer is required to cause this Agreement to be signed and recorded against the Property prior to the issuance of a building or grading permit for the Development.

H. The Developer is entering into this Agreement to fulfill the Conditions of Approval and to obtain the rights to develop the Development. This Agreement shall be recorded against the Property and shall run with the land improved with the Affordable Unit (“Affordable Unit Parcel”).

I. The County is entering into this Agreement in reliance on Developer's promises to meet the requirements of the Inclusionary Housing Ordinance, the Density Bonus Ordinance, the Plan, and the Conditions of Approval, by which the stock of affordable housing in the community will be increased during the term of this Agreement.

The parties therefore agree as follows:

AGREEMENT

1. Definitions. The following terms have the following meanings:

- a. "Affordable Sales Price" means a sales price that does not exceed the price at which a Moderate Income Household can afford to purchase an Inclusionary Housing Unit.
 - i. For Moderate Income Households, the Affordable Sales Price is calculated to include a reasonable down payment and results in projected average monthly housing costs, including ownership housing costs described in California Code of Regulations, Title 25, Section 6920, equal to one-twelfth (1/12th) of forty percent (40%) of one hundred ten percent (110%) of area median income adjusted for household size (5 persons for a 4-bedroom unit). The Affordable Sales Price will be calculated annually by the County for the Development at the request of Developer.
- b. "Conditions of Approval" means the conditions of approval set forth in the Findings and Conditions of Approval for the Development (County File #CSD21-09581).
- c. "Density Bonus Ordinance" means Chapter 822-2 of the County's Ordinance Code.
- d. "Inclusionary Housing Ordinance" means Chapter 822-4 of the County's Ordinance Code.
- e. "Inclusionary Housing Unit" refers to the affordable unit that is to be constructed pursuant to the County's Inclusionary Housing Ordinance. This is the same unit as referred to in this document as the "Affordable Unit".
- f. "Moderate Income Household" has the meaning set forth in the Inclusionary Housing Ordinance.
- g. "Official Records" means the official records of Contra Costa County.

Until the expiration of this Agreement, each and every contract, deed, or other instrument hereafter executed covering or conveying the Affordable Unit Parcel, or any portion thereof, is to be held conclusively to have been executed, delivered, and accepted subject to the covenants and restrictions of this Agreement, regardless of whether such covenants and restrictions are set forth in such contract, deed or other instrument, unless the County expressly releases such conveyed portion of the Affordable Unit Parcel from the requirements of this Agreement.

6. Term. The term of this Agreement (the “Term”) begins on the date set forth in the introductory paragraph and ends on the date that is forty-five (45) years after the date escrow closes on the initial sale of the Affordable Unit to a qualified and income-certified household meeting the applicable requirements of this Agreement and of County Ordinance Code section 822-4.410. The County agrees to record a document acknowledging the termination of this Agreement following the expiration of the Term, but County’s failure to record such document will not negate the automatic expiration and termination of this Agreement at the end of the Term.

7. Inclusionary Housing Unit Standards.
 - a. The Inclusionary Housing Unit shall be constructed in proportion to the construction of the market-rate units.
 - b. The Inclusionary Housing Unit must be dispersed throughout the Development. The parties agree that the Inclusionary Housing Unit will be located within the Development on Lot 4 as described in the Plan.
 - c. The Inclusionary Housing Unit must have access to all on-site amenities that are available to the market rate units.
 - d. The construction quality and exterior design of the Inclusionary Housing Unit must be comparable to the market rate units. However, the Inclusionary Housing Unit may be smaller in size, developed on a smaller lot, and have alternative interior finishes, provided that all applicable requirements in Ordinance Code section 822-4.412 are satisfied.
 - e. The Inclusionary Housing Unit must be constructed and occupied before or concurrently with the market rate units within the Development.
 - f. The number of bedrooms for the Inclusionary Housing Unit must be equivalent to the average number of bedrooms for the market rate units within the Development.

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8. Sale of Affordable Unit.

- a. In consideration of the subdivision approved by the Board of Supervisors on February 27, 2024, Developer will sell the Affordable Unit in a condition meeting the reasonable satisfaction of the County and in accordance with this Agreement.
- b. The Affordable Unit shall be made available for sale before or concurrently with the sale of the market rate units in the Development.
- c. The initial sale of the Affordable Unit must be at a price that does not exceed the Affordable Sales Price to a buyer that is a Moderate Income Household.
- d. The initial sale of Affordable Unit may occur only to a household that meets the following criteria:
 - i. The household is a Moderate Income Household;
 - ii. The household has not owned a residence within the previous three years; and
 - iii. The household has no more than \$250,000 in assets. This amount excludes assets reserved for a down payment and closing costs, assets in retirement savings accounts, and assets in medical savings accounts.
- e. Based on the information provided to the Developer by the buyer of the Affordable Unit, the Developer will determine the income-eligibility of the buyer prior to permitting the buyer to purchase and occupy the Affordable Unit. The Developer will submit a completed Income Certification Form, attached hereto as Exhibit C, to the County not later than 30 days prior to the close of escrow of the Affordable Unit. The Developer will retain all records related to income eligibility for at least five years.
- f. Developer may independently source qualified buyers for the Affordable Unit, determine income-eligibility of such buyers, and complete the Income Certification Form, and/or Developer may also hire or utilize one or more third-party vendors or brokers to source qualified buyers for the Affordable Unit, determine income-eligibility of such buyers, and complete the Income Certification Form. If necessary, the County agrees to cooperate with such third parties hired by Developer.
- g. Prior to the close of escrow for the initial sale of the Affordable Unit, Developer shall ensure that the following documentation is entered into and/or obtained:
 - i. Appraisal. Developer shall require the buyer to obtain and deliver to Developer a third party appraisal obtained by the buyer in connection with its financing of the purchase of the Affordable Unit (or if no

appraisal is required, the buyer shall nevertheless obtain a third party appraisal from a third party appraiser who regularly appraises residential real estate in Contra Costa County for institutional lenders), which appraisal shall set forth the market value of the Affordable Unit as if the Affordable Unit were unencumbered by this Agreement (the “Appraised Market Value”). The Appraised Market Value shall be used in connection with the calculation of amounts payable to the County under the Resale Restriction and memorialized by a promissory note and secured by a deed of trust.

- ii. Resale Restriction. Developer shall ensure that the County and the buyer execute, acknowledge, and deposit into escrow for recordation against the Affordable Unit a Resale Restriction in the form attached hereto as Exhibit D-1. The Resale Restriction shall be recorded immediately after the grant deed conveying the Affordable Unit and before any deed of trust or other instrument securing any financing to the buyer.
- iii. Promissory Note. Developer shall require the buyer to execute a promissory note in favor of the County that obligates the buyer to pay the County the amount required under Section 822-4.410(b)(3) of the Inclusionary Housing Ordinance. The promissory note will substantially conform to the form attached hereto as Exhibit D-2 and will be subject to the County’s reasonable review and approval.
- iv. Deed of Trust. Developer shall ensure that the County and the buyer execute, acknowledge, and deposit into escrow for recordation against the Affordable Unit a deed of trust in the form attached hereto as Exhibit D-3 to secure performance of the buyer’s covenants under the Resale Restriction and payment of the amounts due under the Promissory Note. The deed of trust shall be recorded immediately after the grant deed conveying the Affordable Unit and concurrent with the Resale Restriction, subordinate only to the lien for the first mortgage loan obtained by the buyer to finance the purchase of the Affordable Unit.

9. Inclusionary Housing Unit Restrictions.

- a. In accordance with County Ordinance Code section 822-4.410(b), the Inclusionary Housing Unit must remain affordable to households of moderate incomes. Upon the initial sale of the Inclusionary Housing Unit, the Developer will cause agreements that are in substantial conformance with Exhibit D-1 and Exhibit D-3 to be recorded in the Official Records against the Inclusionary Housing Unit. The agreements will stipulate that the Inclusionary Housing Unit is to remain affordable to households of moderate income. Each recorded

agreement will be a covenant running with the land, binding on the assigns, heirs, and successors of the Developer during the term of the Resale Restriction.

- b. The buyer's first mortgage amount may not exceed the amount needed to finance the purchase of the Inclusionary Housing Unit and the buyer's closing costs. The buyer may not refinance any other debt or receive funds at the close of escrow, except to reimburse the buyer for overpayment of estimated buyer closing costs.
- c. The initial purchaser of the Inclusionary Housing Unit must agree to occupy the unit as their principal residence for at least three (3) years unless an emergency requires the earlier sale of the unit.
- d. Prior to the expiration of the Resale Restriction, an Inclusionary Housing Unit may be sold to an above-moderate income purchaser and at a market price, provided that the sale results in a recapture by the County of a financial interest in the unit equal to the sum of (hereinafter the "Recapture Amount"):
 - i. The difference between the initial affordable sales price (the "Initial Purchase Price") and the appraised market value of the unit at the time of the initial sale (the "Initial Appraised Market Value"), such difference is referred to herein as the "Excess Sales Proceeds"; and
 - ii. The County's proportionate share of any appreciation since the time of the initial sale. Appreciation is the difference between the resale price to the above-moderate income purchaser and the Initial Appraised Market Value. The County's proportionate share of appreciation is equal to the percentage by which the Initial Purchase Price was less than the Initial Appraised Market Value (hereinafter, the "Proportionate Share").
 - iii. FOR ILLUSTRATION PURPOSES ONLY:
 - If the Initial Purchase Price was \$800,000, the Initial Appraised Market Value was \$900,000, and the resale price is \$1,000,000; the Excess Sales Proceeds will be \$100,000 (calculated as \$900,000 - \$800,000); the Proportionate Share will be 11.11% (calculated as $\$100,000 / \$900,000 = 11.11\%$); the Appreciation will be \$100,000 (calculated as $\$1,000,000 - \$900,000 = \$100,000$) and the Proportionate Share of the Appreciation will be \$11,111 (calculated as $11.11\% \times \$100,000$); therefore the seller of the unit will owe the County a total Recapture Amount of \$111,111 (calculated as \$100,000 in Excess Sales Proceeds, plus \$11,111 in the Proportionate Share of Appreciation).
 - If the Initial Purchase Price was \$925,000, the Initial Appraised Market Value was \$975,000, and the resale price is

\$1,050,000; the Excess Sales Proceeds will be \$50,000 (calculated as \$975,000 - \$925,000); the Proportionate Share will be 5.13% (calculated as \$50,000/\$975,000 = 5.13%); the Appreciation will be \$75,000 (calculated as \$1,050,000 - \$975,000 = \$75,000) and the Proportionate Share of the Appreciation will be \$3,847.50 (calculated as 5.13% x \$75,000); therefore seller of the unit will owe the County a total Recapture Amount of \$53,847.50 (calculated as \$50,000 in Excess Sales Proceeds, plus \$3,847.50 in the Proportionate Share of Appreciation).

10. In-Lieu Fee. In addition to the construction and sale of the Inclusionary Housing Unit as described herein, the Developer shall pay a partial in-lieu fee in the amount of \$15,444.14 (the “In-Lieu Fee”) to satisfy its inclusionary housing obligations under the Inclusionary Housing Ordinance. The In-Lieu Fee shall be paid prior to the issuance of the first building permit for any portion of the Development.
11. No Discrimination. Developer shall cause the Affordable Unit to be available for purchase by members of the general public who are income eligible and meet all applicable criteria in this Agreement and the Inclusionary Housing Ordinance. Developer may not give preference to any particular class or group of persons in selling the Affordable Unit, except to the extent required to cause the Affordable Unit to be sold to a buyer meeting the income level required of the Affordable Unit and other applicable requirements of the Inclusionary Housing Ordinance. Developer may not permit discrimination against or segregation of any person or group of persons on the basis of race, color, creed, religion, sex, sexual orientation, marital status, national origin, source of income (e.g., SSI), age (except for lawful senior housing), ancestry, or disability, in the sale of the Affordable Unit. In addition, Developer may not permit any such practice or practices of discrimination or segregation in connection with the employment of persons in the construction of the Development.
12. Remedies.
 - a. For any breach of this Agreement by Developer that Developer fails to cure within 30 days after delivery of a notice from the County of the breach, the County may, in addition to any other remedy authorized by law, institute against Developer, or any of its successors in interest, a civil action for declaratory relief, injunction, or any other equitable relief, including but not limited to an action to rescind a transaction.
 - b. No right, power, or remedy given to the County by the terms of this Agreement, the Inclusionary Housing Ordinance, or the Density Bonus Ordinance is intended to be exclusive of any other right, power, or remedy; and each and every right, power, or remedy is cumulative and in addition to every other right, power, or remedy given to the County by the terms of this Agreement, the Inclusionary Housing Ordinance, or the Density Bonus Ordinance, or by any statute or

ordinance or otherwise against Developer and any other person; but duplicative damages may not be recovered by the County.

- c. Neither the failure nor any delay on the part of the County to exercise any right and remedy shall operate as a waiver thereof, nor shall any single or partial exercise by the County of any right or remedy preclude any other or further exercise of the right or remedy, or any other right or remedy.
13. Attorneys' Fees and Costs. In any action brought to enforce in this Agreement, the prevailing party must be entitled to all costs and expenses of suit, including reasonable attorneys' fees. This section must be interpreted in accordance with California Civil Code Section 1717 and judicial decisions interpreting that statute.
14. Developer Representation. Developer represents and warrants that it is the owner of the Property and has full authority to execute this Agreement.
15. Governing Law. This Agreement is governed by the laws of the State of California. The venue for any legal action pertaining to this Agreement shall be Contra Costa County, California.
16. Order of Precedence. In the event of any conflict or inconsistency between the terms of this Agreement and related obligations, the following order of precedence applies: the County's Ordinance Code, this Agreement, the Plan.
17. Risk of Market Conditions. Developer bears sole responsibility for developing, constructing, and marketing the Affordable Unit covered by this Agreement, pursuant to the approvals that the County issued for the Development and the requirements contained in this Agreement. The County has no obligation to amend this Agreement, and Developer shall reimburse the County for all administrative costs associated with any modification of this Agreement that requires the approval of the Board of Supervisors.
18. Waiver of Requirements. Any of the requirements of this Agreement may be expressly waived by the County in writing, but no waiver by the County of any requirement of this Agreement extends to or affects any other provision of this Agreement and may not be deemed to do so.
19. Amendments. This Agreement may be amended only by a written instrument executed by all the parties hereto or their successors in title that is duly recorded in the official records of the County of Contra Costa.
20. Severability. If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid, illegal, or unenforceable, the validity, legality, and enforceability of the remaining portions of this Agreement will not in any way be affected or impaired thereby.

21. Notices. All notices required or permitted by any provision of this Agreement are to be in writing and sent by overnight delivery or certified mail, postage prepaid, and directed as follows:

To the County:

Contra Costa County
Department of Conservation and Development
30 Muir Road
Martinez, CA 94553
Attn: Deputy Director, Housing and Community Improvement Division

To Developer:

TH Walnut Estates LLC
3001 Bishop Drive, Suite 100
San Ramon, CA 94583

Notwithstanding the preceding, either party may change its address(es) for notice from time to time by notice delivered to the other party.

22. Contact Information.

- a. Prior to Community Development Division stamp-approval of plans for issuance of a building permit, the Developer shall provide the name of the contact person representing the owner of the property for permit compliance and their contact information.
- b. The Developer is responsible for keeping DCD informed of the contact information of the owner or designee who is responsible for compliance with this Agreement and how they may be contacted (i.e., mailing and email address, and telephone number) at all times.

[SIGNATURES ON FOLLOWING PAGE]

The parties are signing this Agreement as of the date set forth in the introductory paragraph.

DEVELOPER:

TH Walnut Estates LLC
A California limited liability company

By: 
Gregg A. Nelson, Manager

By: 
Tony Basowski, Authorized Agent

For corporations (profit or nonprofit) and limited liability companies, the agreement must be signed by two officers. Signature A must be that of the chairman of the board, president, or vice-president; and Signature B must be that of the secretary, any assistant secretary, chief financial officer, or any assistant treasurer (Civil Code Section 1190 and Corporations Code Section 313). All signatures must be notarized.

COUNTY:

COUNTY OF CONTRA COSTA

By: _____
John Kopchik, Director
Department of Conservation and Development

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

STATE OF CALIFORNIA)
)
COUNTY OF CONTRA COSTA)

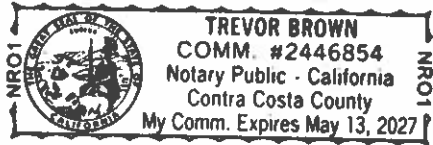
On March 31, 2026, before me, Trevor Brown, Notary Public, personally appeared, Gregg A. Nelson who proved to me on the basis of satisfactory evidence to be the person(s) whose name is subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity, and that by his/her/their signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify UNDER PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Trevor Brown

(seal)



STATE OF CALIFORNIA)
)
COUNTY OF CONTRA COSTA)

On March 31, 2026, before me, Trevor Brown, Notary Public, personally appeared, Tony Bosowski who proved to me on the basis of satisfactory evidence to be the person(s) whose name is subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity, and that by his/her/their signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify UNDER PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Trevor Brown

(seal)

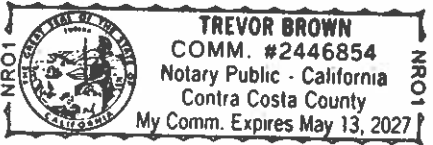


EXHIBIT A

Legal Description of Property

LEGAL DESCRIPTION

Real property in the unincorporated area of the County of Contra Costa, State of California, described as follows:

A portion of that certain Tract described in the Deed from William T. March, et ux, to Herman C. Trutner and Evelyn M. Trutner, dated July 30, 1945 and recorded August 29, 1945 in [Volume 822 of official records, at Page 128](#), Contra Costa County records, and also being a portion of Lot 6 in Block 3, as designated on a Map entitled "Map No. 2 of WALNUT HEIGHTS, Walnut Creek, California" filed December 29, 1913 in [Volume 10 of Maps, Page 245](#), Contra Costa County records, and being more particularly described as follows:

Commencing at the most Westerly corner of said Lot 6, said corner being on the center line of Walnut Boulevard as said Road is shown on aforesaid Map of Walnut Heights, thence from said point of commencement South 53°03' East along the center line of Walnut Boulevard 251.34 feet to the most Southerly corner of Trutner Lands (822 or 128); thence leaving Walnut Boulevard North 34°17' East 592.35 feet along the East line of Trutner lands; thence leaving said East boundary South 66°27' West 177.14 feet; thence North 58°00' West 104.36 feet; thence South 69°11' West 132.17 feet; thence South 49°07'09" West 135.45 feet to a point on the West boundary of said Trutner Lands; thence along said West boundary, South 17°07'10" West 195.94 feet to the point of commencement.

APN: 180-240-002

EXHIBIT B

Inclusionary Housing Plan/Density Bonus Request

Applicant Calibr Ventures
Subdivision Name 3180 Walnut Blvd
Subdivision #
County File # CDSD 21-9581

Property Owner Bagot Trust
Site Address: 3180 Walnut Blvd, Walnut Creek
APN: 180-240-002-6
Date Submitted 3/22/22

Contra Costa County Department of Conservation and Development Inclusionary Housing Plan

There are five different ways of complying with the Inclusionary Ordinance: on site, off site, land conveyance, in lieu fees, and other. The Inclusionary Housing Plan is required to identify which option the applicant is proposing to fulfill the inclusionary housing requirement. Complete the checklist for the appropriate option.

For more information on the Inclusionary Housing Ordinance (including links to the ordinance and the in-lieu fee calculator), please go to the Developing Affordable Housing webpage found here: <http://www.co.contra-costa.ca.us/4881/Developing-Affordable-Housing>

Section A - On Site

The inclusionary housing plan must include the following:

- A project description including the number of market rate units and inclusionary units proposed, and the basis of the calculation;
- A site plan indicating the location of the inclusionary units in relationship to the market rate units. (Unit mix, location, and size, and # of bedrooms);
- The targeted income levels;
- A phasing plan, if needed, indicating the timely development of the inclusionary units as the residential development is completed.

Comments: See attached project description, preliminary site plan #2 , and architecture for location.

Section B - Off-Site

The inclusionary housing plan must include the following:

- A project description including the number of on site market rate units and off site inclusionary units proposed, and the basis of the calculation;
- The targeted income levels;
- A vicinity map indicating where the proposed off-site development is in relationship to the proposed on-site development;
- Parcel numbers, acreage, zoning, general plan designation, phase one environmental report for the proposed off site development;
- A phasing plan, if needed, indicating the timely development of the inclusionary units as the residential development is completed;
- Indicate whether the off site development is new construction or acquisition/rehabilitation.

Comments: _____

Applicant _____
Subdivision Name _____
Subdivision # _____
County File # _____

Property Owner _____
Site Address _____
APN _____
Date Submitted _____

Section C - Land Conveyance

The inclusionary housing plan must include the following:

- A project description including the number of on-site market rate units and off site inclusionary units proposed, and the basis of the calculation;
- The targeted income levels;
- Parcel numbers, acreage, zoning, general plan designation, phase one environmental report for the proposed off site development.
- Proposed recipient of land conveyance.
- A vicinity map indicating where the proposed off-site development is in relationship to the proposed on-site development.

Comments: _____

Section D - In-Lieu Fee

- Payment of an in-lieu fee is proposed to satisfy this requirement. The fees shall be pursuant to the fee schedule adopted by the Board of Supervisors.

Note: Only applicable for projects with 5 to 125 units of rental or for-sale housing.

Comments: Project will pay in-lieu fee for Low-Income portion.
Gov Code 65915.1. Precludes the ability to asses fees on affordable units.

Section E - Other

- If an alternative compliance method is proposed, information sufficient to allow the County to determine that the alternative would provide equivalent or greater benefit than would result from providing those inclusionary units on site.

Comments: _____

Applicant & Property Owner Verification:

I/We acknowledge that I/we have completely read this form and understand all of the information stated herein. I/We verify that all of the information stated and submitted is complete and accurate to the best of my/our knowledge and should it be found that any of the information is incorrect, incomplete, or inconsistent with the requirements of the ordinance that it may result in increased processing time and/or costs.

Applicant Signature: Andy Byde Name: Andy Byde Date: 3.22.22

Owner Signature: Andy Byde Name: Andy Byde Date: 3.22.22

Applicant Calibr Ventures
Project Name 3180 Walnut Blvd
Subdivision # SD-9581
County File # CDSD 21-9581

Property Owner Bagot Trust
Site Address 3180 Walnut Blvd, Walnut Creek
APN 180-240-002-6
Date Submitted 3-22-22

**Contra Costa County
Department of Conservation and Development
Density Bonus Proposal**

DENSITY BONUS SUBMITTAL REQUIREMENTS

Requests for Density Bonuses are reviewed and processed for approval or denial by the Community Development and the Housing and Community Improvement Divisions. Density Bonus requests are processed pursuant to Section 65915 et seq. of the California Government Code and Title 8, Division 822, Chapter 822-2 of the Contra Costa County Ordinance Code. Density Bonus proposals are intended to provide incentives and/or concessions for housing developments for the production of housing for very low income, lower income, moderate income, or senior households; to facilitate the development of affordable housing; to implement the goals, objectives, and policies of the County General Plan's Housing Element.

The Density Bonus request will be reviewed and processed concurrently with the complete submittal of a development application, which may include but is not limited to applications, for subdivisions, planned unit developments, development plans, land use permits, rezones, and/or general plan amendments.

1. **DENSITY BONUS PROPOSAL.** The proposal must include:
 - a. A full description of the proposed project.
 - b. The type of housing development proposed as required by the State's Density Bonus law (rental, for-sale, low-income, senior housing, foster youth, common interest development, student housing, etc.).
 - c. Maximum base unit calculation for the site.
 - d. The percentage of density bonus requested.
 - e. The total number of units and the affordability level (based on percentage of area median income) of all units in the project.
 - f. The number of incentives/concessions for the project, including the referenced Government Code Section that supports the number requested for the project.
 - g. The requested incentive/concession.
 - h. A list of requested waivers or reductions of development standards.
 - i. The number of existing residential units on site. Are the existing units rental units?
 - j. Are there any deed restrictions on the parcel that restricts the ownership or rental of the property/unit to persons below the area median income?
 - k. The number of buildings proposed in the project.
 - l. The unit types, numbers, and distribution (i.e. studio, 1 bedroom, 3 bedroom, etc.).
 - m. Whether the project will be phased.
 - n. Location of the affordable units and what phase they will be developed.
2. **VICINITY/LOCATION MAP.**
3. **SITE PLAN.** Site plan should be legibly drawn to scale, and include the following:

Applicant _____
Project Name _____
Subdivision # _____
County File # _____

Property Owner _____
Site Address _____
APN _____
Date Submitted _____

- a. Square footage and acreage of parcel(s)
 - b. Property lines and dimensions
 - c. Street right-of-way
 - d. Existing easements
 - e. Existing/proposed on-site buildings and any buildings within 100 feet of property
 - f. Driveway and parking layout
 - g. Existing and proposed trees and landscaping
 - h. Location of the proposed affordable units
 - i. Zoning
 - j. General Plan
 - k. Gross acreage
 - l. Net acreage
4. FINANCIAL ANALYSIS REPORT. The financial analysis report for the project should indicate that the proposed Density Bonus and concessions and/or incentives are necessary to provide the proposed affordable units. (Optional)
5. ADDITIONAL INFORMATION.
- a. Any pertinent information that is relevant for staff's review and processing of the request.
 - b. Is the proposed development on property that includes or included affordable units that have been subject to a recorded covenant, ordinance, or law restricting rents?
 - c. Is the proposed development property where dwelling units have been vacated or demolished in the five-year period preceding the submittal of the application proposal for development?
 - d. Does the proposed development replace any affordable units pre-existing on the site or a portion of the site?
6. ATTACH COMPLETED INCLUSIONARY HOUSING ORDINANCE HOUSING PLAN. This Housing Plan is required for projects of five or more residential units to demonstrate compliance with the County's Inclusionary Housing Ordinance. See Chapter 822-4 of the County Ordinance Code for the standards and requirements for applicability and compliance.

Applicant & Property Owner Verification:

I/We certify that all statements made on this application or any accompanying attachment or exhibit are true and complete to the best of my knowledge. Should it be found that any of the information is incorrect, incomplete, or inconsistent with the requirements of the County Ordinance or State law that it may result in denial of the request and increased processing time and/or costs. I/We understand that any false statements may result in denial of the requested permit, revocation of any issued permit, or penalties. I/We further certify that permission has been granted by the property owner to conduct the proposed development applied for herein.

Applicant Signature: Andy Byde Name: Andy Byde Date: 3.22.22

Owner Signature: _____ Name: _____ Date: _____

Vesting Tentative Map and Density Bonus Application

Project Description

Revised: March 22, 2022

Property Description

The property is situated at 3180 Walnut Blvd (APN 180-240-02) in unincorporated Walnut Creek and consists of 2.88 gross acres. The property has a Single-Family Residential-Low Density (SL) general plan land use designation, which allows a range of 1.0 and 2.9 single-family units per net acre, and is zoned R-20 single-family residential, which allows a detached single-family dwelling on each lot and the accessory structures and uses normally auxiliary to it. The property has direct access to Walnut Blvd. and is surrounded by existing single-family residential development and the private road, View Lane along the southern border.

Project Description

The project proposes to subdivide an existing legal parcel, which contains an existing single-family residence (vacant), into 10 lots for single-family residential homes. Access to the project site from Walnut Blvd. would be provided from a new private street. The new access street would be approximately 28-foot wide, with an eight-foot parking lane on one side and 5-foot side walk along the south-east section of the proposed road way (as required by the Contra Costa County Fire Protection District standards).

A single landscaped bio-retention basin facility would be located within the proposed project, consistent with C.3 storm water requirements, located on Lot-10. Storm water generated from the site would be cleaned and retained by the bio-retention basins and then placed into a stormwater system. The basin would be landscaped to provide an attractive feature visible within the project and from Walnut Blvd. Cleaned and retained storm water would be released into an existing 30" storm drain line within Walnut Blvd.

The proposed would connect into an existing Contra Costa Sanitary District (Central San) 8" sewer line within Walnut Blvd. Additionally, the project will connect into an existing East Bay Municipal District (EBMUD) domestic water line within Walnut Blvd.

The project has been designed to maximize the existing trees on-site. Specially, trees along the northern boundary have been retained by pulling the grading back from the drip line of these tree and constructing a retaining wall to support the rear of the lots. Additionally, the majority of the existing trees along the southern boundary, adjacent to View Lane, will be retaining by a similar approach.

Density Bonus

The Density Bonus Law requires cities and counties to grant a density bonus and other incentives or concessions to housing development projects in which any of the following are provided:

- At least 5% of the housing units are restricted to very low-income residents.
- At least 10% of the housing units are restricted to lower income residents.
- At least 10% of the housing units in a for-sale development are restricted to moderate income residents.

As a state mandate, the Density Bonus Law entitles a developer who meets the requirements of the law to receive the density bonus and other benefits as a matter of right.

The homes on Lot 4 will be restricted for-sale to a moderate-income household (and thus affordable under the density bonus laws). As a result of the inclusion of the affordable unit, the project would be eligible for a density bonus pursuant to the density bonus law set forth in Government Code section 65915 and section 922-2.404 of the ordinance code of Contra Costa County (collectively, “Density Bonus Law”).

Density Bonus Calculation

- **Project site:** 2.47 net acres (after the proposed right-of-way and road area is deducted)
- **Gross Site:** 2.88 acres (please see the Incentive and Concession for discussion regarding gross acreage utilization);
- **Base project:** 2.88 acres x 2.9 du/ac = 8.35 du, (fractional unit rounds) 9 base units;
- **Affordable Housing Fee:** Pay Affordable Housing Fees for only the required low income unit(s);
- **Target Unit(s):** provide 1 moderate-income deed restricted on Lot 4;
- **% of Base Units:** 1 (affordable unit) / 9 (base units) = 12% of base units (moderate income deed restricted).
- **Bonus Result:** 12% qualifies for 7% density bonus.
- **Density Bonus Calculation:** 9 (d/u) X 7% = .63 D/U; rounds to 1 unit.

The project proposes to restrict least 12% of the housing units for moderate income residents and thereby qualifies for a density bonus. Thus, under the Density Bonus Law, and as explained in more detail below, the County would be required to provide all of the following:

1. A density bonus (per Gov’t. Code Section 65915(b)(1));
2. Waivers and reductions to development standards that have the effect of physically precluding the construction of a development containing the target affordable units (per Gov’t. Code Section 65915(e)(1); and
3. Incentives or concessions (per Gov’t. Code Section 65915(d)(1).

4. Additional County requirements are also modified by the Density Bonus Law

(1) Density Bonus Request

In compliance with the Density Bonus Law, the applicant seeks and agrees to construct 12% of total units in this project for sale for moderate-income household. This would result in a 7% bonus or one additional unit. The applicant will agree to enter into an affordable housing agreement to stipulate the terms of affordability and the timing of construction, consistent with Density Bonus Law.

(2) Waiver of Development Standards

The County must waive any development standards that will have the effect of physically precluding the construction of a qualifying project, pursuant to Gov't. Code Section 65915(e)(1). The applicant requests the following waiver of development standard:

Contra Costa County Municipal Code 84-12.602 - Lot—Area.

(a) Contra Costa County Municipal Code requires the minimum parcel size 20,000 square feet. Lots 1-10 will average to 11,893 square feet. The parcel size of the project is proposed to be as follows on the table on the subsequent page.

Required Waiver, Lot Area: All Lots will not comply with the minimum lot size standard (please see the above table for the square footage of each lot). If the project was not allowed to reduce the minimum lot size standard to below the minimum lot area requirement the moderate-income unit could not be provided. Accordingly, a waiver to exceed the minimum lot area requirement is needed to allow the inclusion of the target unit.

Contra Costa County Municipal Code 84-12.604- Lot—Width (average).

(b) Contra Costa County Municipal Code requires a minimum of one-hundred feet in average width for each parcel. Lots 1-10 will average minimum lot wide of 95 feet. The lot width is proposed to be as follows on the table on the subsequent page.

Required Waiver, Lot Width: All Lots except for Lots 6 and 10 will not comply with the minimum average width (please see the table for the lot width of each lot). If the project was not allowed to contain lots below the average lot width requirement, the moderate-income unit could not be provided. Accordingly, a waiver to be below the average lot requirement is needed to allow the inclusion of the target unit.

Contra Costa County Municipal Code 84-12.606- Lot—Depth.

(c) Contra Costa County Municipal Code requires a minimum of one-hundred feet in depth for each parcel. Lots 1-10 will average minimum lot wide of 135 feet.

Required Waiver, Lot Depth: All Lots except for Lots 7 will comply with the minimum depth (please see the table for the lot depth of each lot). If the project was not allowed to contain lots below the average lot width requirement, the moderate-income unit could not be provided.

Contra Costa County Municipal Code 82-4.270 – Structure: Retaining Wall higher than 3 feet.

(d) Contra Costa County Municipal Code requires retaining wall larger than 3 feet to meet the setbacks. Lots 1-10 will contain retaining walls that are 0' setback.

Required Waiver, Retaining Wall Setback: All Lots will comply contain retaining wall that do not comply with the requirement (please see the table for the). If the project was not allowed to retaining wall below the setback requirement, the moderate -income unit could not be provided.

3180 Walnut Blvd. Proposed Alternative Development Standards						
Lot #	Area (20,000 Sq. Ft.)	Depth (120 Ft. Min.)	Average Width (120 Ft. Min.)	Front Yard Setback (25 feet)	Side Yard Setback (35 feet aggregate, no yard less than 15 feet)	Retaining Walls 6' or less
Lot 1	9,645	145.3'	66.4'	20 feet	15 feet aggregate, (no yard less than 5 feet)	0'
Lot 2	10,889	168.6'	64.6'	20 feet	15 feet aggregate, (no yard less than 5 feet)	0'
Lot 3	11,731	174.1'	67.4'	20 feet	15 feet aggregate, (no yard less than 5 feet)	0'
Lot 4	10,764	150.6'	71.5'	20 feet	15 feet aggregate, (no yard less than 5 feet)	0'
Lot 5	13,270	132.0'	100.5'	20 feet	15 feet aggregate, (no yard less than 5 feet)	0'
Lot 6	17,659	127.2'	138.8'	20 feet	15 feet aggregate, (no yard less than 5 feet)	0'
Lot 7	9,292	130.9'	71.0'	20 feet	15 feet aggregate, (no yard less than 5 feet)	0'
Lot 8	9,555	134.5'	71.0'	20 feet	15 feet aggregate,	0'

					(no yard less than 5 feet)	
Lot 9	9,819	138.2'	71.0'	20 feet	15 feet aggregate, (no yard less than 5 feet)	0'
Lot 10	15,797	141.3'	111.8'	20 feet	15 feet aggregate, (no yard less than 5 feet)	0'

Waivers Conclusion

Enforcing the minimum lot size, lot width, depth, retaining wall setbacks, and front and side yard development standards discussed above would physically preclude the development of the project at the proposed density as well as the proposed moderate-income unit. The applicant proposes to replace these development standards with the modified standards as described above. These waivers of development standards would result in actual and identifiable cost reductions as provided by the Density Bonus Law. The waivers of development standards would not result in a significant adverse impact to any public health or safety requirements. The property does not contain any rental dwelling units. The property contains no historic structures and is not listed in the California Register of Historical Resources and therefore there are no impacts to historical resources. The waiver is not in violation of State or Federal law.

(3) Incentives and Concessions

In addition to the density bonus, the County is also required to provide one or more “incentives” or “concessions” to each project that qualifies for a density bonus. A concession or incentive is defined as a reduction in site development standards or a modification of zoning code or architectural design requirements, such as a reduction in setback or minimum square footage requirements; or approval of mixed-use zoning; or other regulatory incentives or concessions that result in identifiable and actual cost reductions. The number of required incentives or concessions is based on the percentage of affordable units in the project, for this project one incentive or concession is required.

Requested Concession: Utilizing Gross Acreage for the Density Calculation

The existing gross acreage of the property is 2.88 acres. The gross density calculation is the product of the General Plan density range and the “gross” acreage of the project site. The project requests that as a concession, the gross acreage be utilized for the density calculation. Using the “gross maximum density” calculation for the subject property is as follows: 2.88 ac; X 2.9 du/ac results in a maximum gross residential density for the property of 10 units (2.88 acres x 2.9 du/ac =8.12; rounds to 9).

In compliance with the Density Bonus Law, the applicant seeks and agrees to construct (1/9=.11) 12% of total units in this development for moderate income households (Lot 4). This would result in a 7% bonus or one additional unit for a project total of 10 units. The applicant will agree to enter into an affordable housing agreement to stipulate the term of affordability and the timing of

construction. The house on Lot 4 will contain 4 bedrooms consistent with Section 822-2.806 of the Ordinance Code.

Incentives and Concessions Conclusion

The proposed incentive will result in identifiable and actual cost reductions that provides for affordable housing costs by increasing the number of units thereby spreading the fixed costs of the project (i.e. water, sewer, road, grading, and etc.) over a larger number of units which will result in reducing the per unit costs. Furthermore, the incentive will not have a specific, adverse impact to public health and safety or on any real property that is listed in the California Register of Historical Resources; nor is the requested incentive contrary to state or federal law. Density Bonus Law (SDBL) also requires the use of gross density. Additionally, Government Code section 65915, subdivision (f) states:

“For the purposes of this chapter, “density bonus” means a density increase over the otherwise maximum allowable *gross residential density*...”

Finally, the Density Bonus Law states that “This chapter shall be interpreted liberally in favor of producing the maximum number of total housing units.” (Gov. Code § 65915(r)). Therefore, under the Density Bonus Law the County must honor the applicant’s request to utilize the gross acreage of the parcel and the associated calculation of the maximum allowable gross density. The calculation must be based upon the total acreage of the project site and not reduced by the required roadway dedications or the new street.

(4) Additional County Requirements Not Applicable Per Density Bonus Law

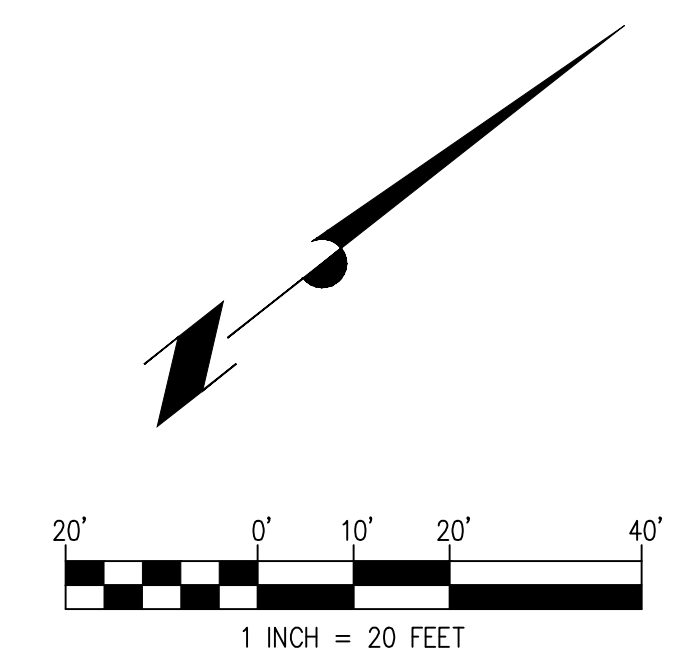
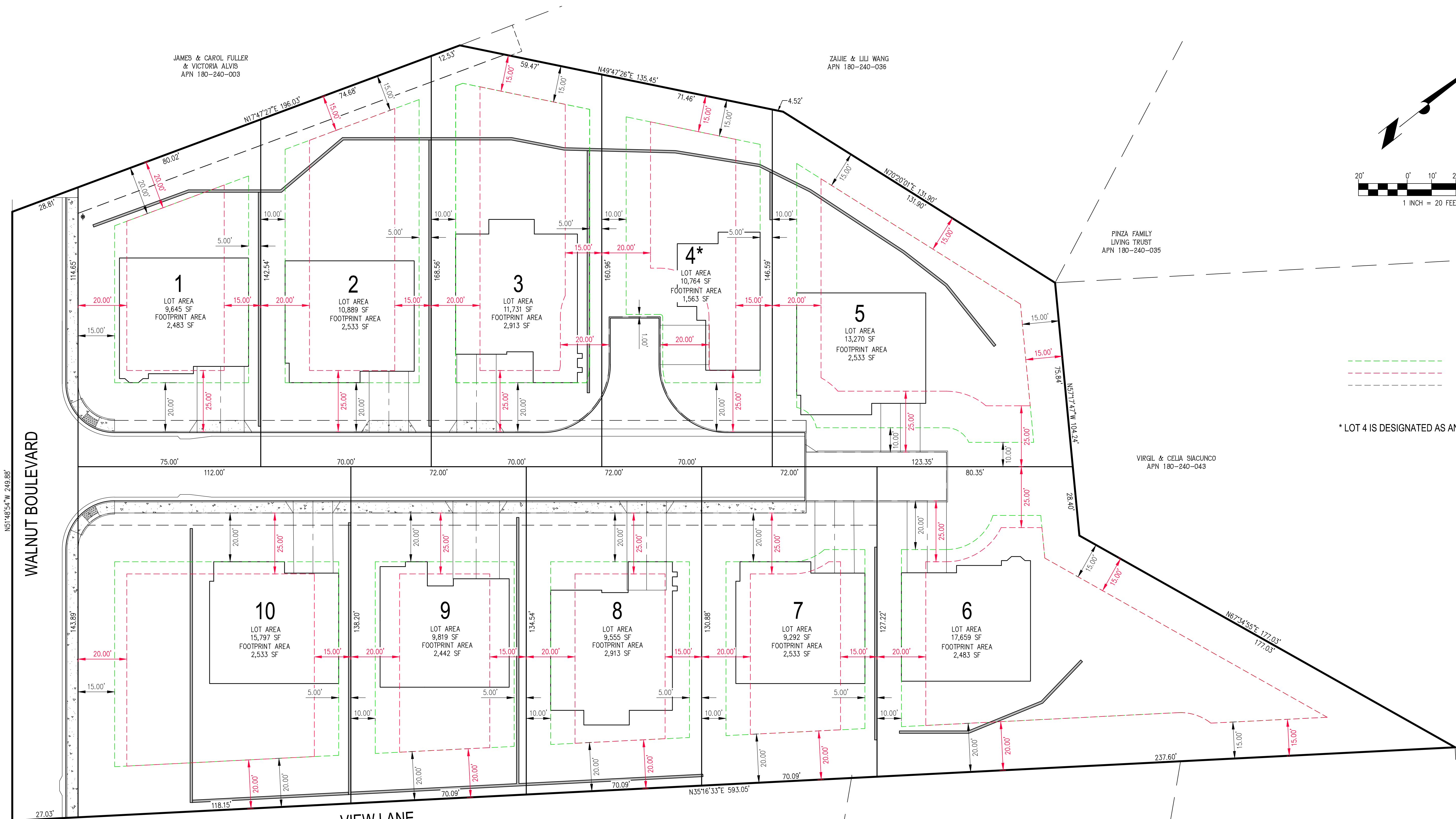
As set forth below, certain general County application requirements are also modified by the Density Bonus Law and/or applicable provisions of the Contra Costa County Municipal Code.

Gov’t Code Section 65915(j)(1) and (2) state that either granting a density bonus, concession, incentive, or waiver, “Shall not require or be interpreted, in and of itself, to require a general plan amendment, local coastal plan amendment, zoning change, study, or other discretionary approval.” Density Bonus Law does not require a rezoning, General Plan Amendment, or any type of “waiver of a local ordinance” to accommodate the additional density (or associated concessions or waivers) in the proposed project.

Project Attachments:

1. Revised Vesting Tentative Map, Sheets 1-7. Dated March 11, 2022; DK Engineering;
2. Preliminary Site Plan, DK Engineering
3. Walnut Blvd Joint Trench Plan, Millennium
4. Walnut Blvd Lot Depth Exhibit, DK Engineering

5. Walnut Blvd Height Exhibit, DK Engineering
6. Revised Storm Water Control Plan, DK Engineering
7. Revised Preliminary Hydrology Report, DK Engineering
8. 3180 Walnut Blvd, Preliminary Architecture. WHA
9. Intersection Site Line and Parking Exhibit, DK Engineering
10. Walnut Blvd Road Taper Exhibit, DK Engineering
11. Housing Plan Submittal Application
12. Density Bonus Checklist



PROPOSED SETBACKS
R-20 SETBACKS
EASEMENTS

* LOT 4 IS DESIGNATED AS AN AFFORDABLE UNIT

VESTING TENTATIVE MAP
3180 WALNUT BOULEVARD
WALNUT CREEK, CALIFORNIA
JANUARY 02, 2024



1831 SAN MIGUEL DRIVE, SUITE 100, WALNUT CREEK, CA 94596
WWW.DKENGIN.COM (925) 932-6888

SITE SETBACKS

F:\PROJECTS\2023\1-007 3180 WALNUT BLVD - WALNUT CREEK\DWG\SETBACKS-2023.DWG 1/7/2024

1814 Franklin Street
Suite 400
Oakland, CA 94612
ktgy.com
510.272.2910

ktgy Project Number 2025-0442
Contact Cecilia Cardenas-Gomez
Email ccardenas-gomez@ktgy.com
Principal Jill Williams
Designer Jill Williams

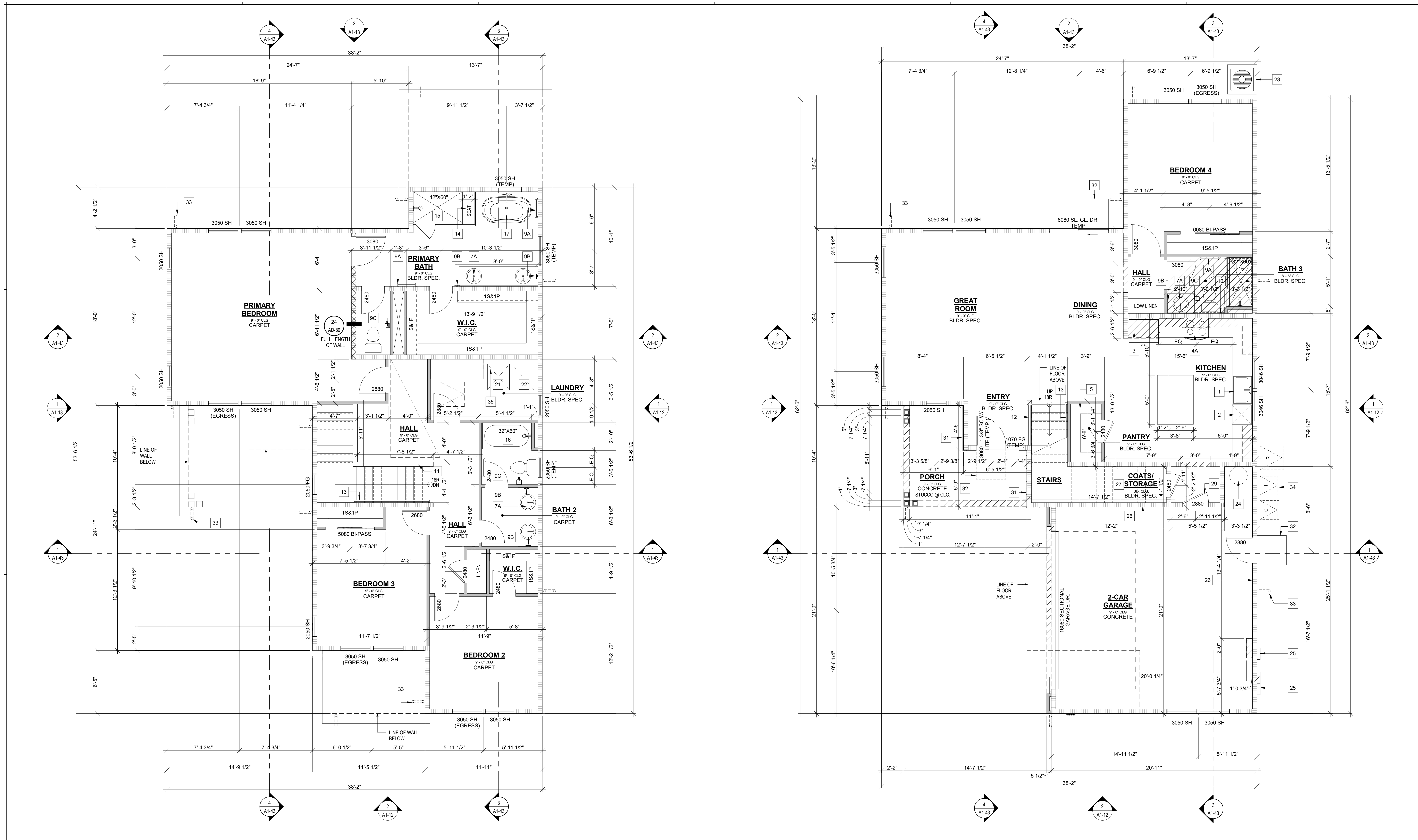
TRUMARK

Daiwa House Group

Developer
Trumark Homes
3001 Bishop Dr.
Suite 100
San Ramon, CA 94583

3180 WALNUT BLVD.

CONTRA COSTA COUNTY, CA



PLAN 1 (BMR) - SECOND FLOOR PLAN 1/4" = 1'-0" **2** **PLAN 1 (BMR) - FIRST FLOOR PLAN** 1/4" = 1'-0" **1**

- PLAN KEYNOTES**
- 1A SINK WITH GARBAGE DISPOSAL
 - 1B 18 X 18 SINK
 - 2 DISHWASHER 24" WIDE X 24" DEEP W/ AIR GAP WITH AIR SWITCH, VERIFY DIMENSIONS WITH MFR.
 - 3 39" CLEAR REFRIGERATOR SPACE (PROVIDE RECESSED COLD WATER BIB AND SHUT-OFF FOR ICE MAKER) W/ PER PLUMB REVERSE OSMOSIS
 - 4A 30" ELECTRIC SLIDE IN RANGE W/ LIGHT, FAN AND MICROHOOD COMBO ABOVE
 - 4B 48" ELECTRIC SLIDE IN RANGE W/ LIGHT, FAN AND HOOD ABOVE
 - 5 PANTRY WITH BUILT IN 30" MICROVAPE OVEN AND SINGLE OVEN BELOW
 - 6 PANTRY - 5 SHELVES U.O.N.
 - 7A BASE CABINET WITH SINK - PER BUILDER SPECS.
 - 7B PEDESTAL SINK - PER BUILDER SPECS.
 - 8 NOT USED
 - 9 2X6 FLAT BLOCKING AT 48" ABV. F.F. U.O.N FOR 24" WIDE TOWEL BAR
 - 10 2X6 FLAT BLOCKING AT 60" ABV. F.F. FOR TOWEL RING
 - 11 2X6 FLAT BLOCKING AT 24" ABV. F.F. FOR TOILET PAPER HOLDER UNLESS IN CABINET
 - 12 2X6 FLAT BLOCKING AT 32'-39" 1/4" ABV. F.F. FOR GRAB BAR PER PER R327 OR OTHER HEIGHTS AS SPECIFIED IN CRC R327.1.1 - SEE AGING IN PLACE NOTES
 - 13 42" MIN. HEIGHT LOW WALL WITH MDF CAP. SEE DETAIL 7/AD-80
 - 14 OPEN RAIL GUARD/BALLUSTER SEE DETAIL 7/AD-80
 - 15 HANDRAIL @ 34" MIN., -38" MAX. SEE DETAIL 8/AD-80
 - 16 SHOWER SEAT +20" HT. SEE FLOOR PLAN FOR SHOWER DEPTH. SEE DETAIL 15/AD-80
 - 17 PRE-FABRICATED SHOWER PAN - (SIZE NOTED ON PLANS) SHOWER HEAD AT 6'-4" F.F. W/ 7'-0" (MIN.) SOLID SURFACE SURROUND OF CEMENTITIOUS BACKER BOARD W/ TEMPERED GLASS SHOWER ENCLOSURE. CONTROL VALVES TO BE PRESSURE BALANCED OR THERMOSTATIC MIXING VALVES PER THE CPC. SHOWER DOORS SHALL OPEN SO AS TO MAINTAIN NOT LESS THAN 22" UNOBSTRUCTED OPENING FOR EGRESS PER CPC.
 - 18 32" X 60" TUB/ SHOWER 1-PIECE - SHOWER HEAD AT 6'-8" A.F.F. W/ 7'-0" SOLID SURFACE SURROUND WITH CURTAIN ROD (OPT. TEMPERED GLASS SHOWER ENCLOSURE) BALANCED OR THERMOSTATIC MIXING VALVE PER THE CPC.
 - 19 35'-12" X 65'-12" U.O.N. ACRYLIC FREE STANDING TUB. CONTROL VALVES TO BE PRESSURE BALANCED OR THERMOSTATIC MIXING VALVES WITH A MAX. SETTING OF PER CPC.
 - 20 HOT TAP SHOWER PAN (SIZE NOTED ON PLAN) WITH 7'-0" (MIN.) CERAMIC TILE SURROUND OVER MUD SET OR APPROVED EQ. W/ TEMPERED GLASS SHOWER ENCLOSURE WITH TOWEL BAR. RAIN SHOWER HEAD CENTERED OVER DRAIN W/ DIVERTER OFF OF MAIN SHOWER HEAD. CONTROL VALVES TO BE PRESSURE BALANCED OR THERMOSTATIC MIXING VALVES PER THE CPC.
 - 21 30" X 30" ATTIC ACCESS MIN. WITH 30" MIN. CLEAR HEADROOM PROVIDED FAU MAY PASS THROUGH. PROVIDE SWITCH LIGHT, 110 V OUTLET AND 24" PLATFORM TO FAU. PROVIDE A VINYL FOAM WEATHER-SEAL TO COMPLY W/ I.E.C. SEE DETAIL 15/AD-80
 - 22 HEAT PUMP AT FAU IN ATTIC PER CMC 904.19. PROVIDE LIGHT, POWER, AND ACCESS. UPRIGHT AND HORIZONTAL FURNACES SHALL BE PERMITTED TO BE INSTALLED IN ATTIC PROVIDED THE REQUIRED LISTINGS AND CLEARANCES ARE OBSERVED. PROVIDE CONDENSATE DRAIN LINE TO OUTSIDE & VENT TO OUTSIDE PER CMC 310.1. PROVIDE ADDITIONAL GALV. METAL WITH SECONDARY CONDENSATE DRAIN LINE TO OUTSIDE PER CMC 310.2. VERIFY WITH M.E.C. FOR LOCATION.
 - 23 WASHER SPACE. PROVIDE RECESSED WATER AND DRAIN CONNECTIONS. (RECESSED BOX IN GARAGE FIREWALL SHALL BE METAL) AT UPPER FLOOR, PROVIDE "SMITTY" PAN W/ 1" DRAIN TO OUTSIDE. WASHER TO OCCUR TO THE LEFT OF DRYER AT ALL STANDARD AND REVERSE CONDITIONS.
 - 24 DRYER SPACE. PROVIDE SMOOTH METAL DRYER VENT DUCT TO OUTSIDE WITH BACKDRAFT DAMPER PER CMC SEC. 504.4. SEC. 502.2.1. SEC. 504.4.2. AND SEC. 504.4.2.1. MIN. 4" DIA. 14" MAX. LENGTH WITH 2 ELBOWS MAX. PROVIDE RECESSED DRYER VENT BOX AT UPPER FLOOR, PROVIDE "SMITTY" PAN W/ 1" DRAIN TO OUTSIDE. DRYER TO OCCUR AT THE RIGHT SIDE OF WASHER. AT ALL STANDARD AND REVERSE CONDITIONS.
 - 25 AC CONDENSER ON CONCRETE PAD (VERIFY SIZE AND LOCATION) PROVIDE 220 WATERPROOF DISCONNECT AND, WITHIN 25' AN ADJACENT 110V WATERPROOF OUTLET. SEE MECHANICAL DRAWINGS.
 - 26 HYBRID ELECTRIC HEAT PUMP WATER HEATER ON A 18" PLATFORM - 80 GALLONS - SEE BLDG. FOR PUMP SPECIFICATION AND PLUMBING DRAWINGS FOR MODEL / MFR. MOUNTED ON WALL, AND SHALL BE SEISMICALLY BRACED PER CPC 507.2. PROVIDE BLOCKING AS REQUIRED. PROVIDE CLEARANCES PER MFR. SPECS
 - 27 UTILITY SERVICE METERS, SEE ELECTRICAL AND PLUMBING PLAN. INSTALL PER UTILITY REQUIREMENTS / STANDARDS.
 - 28 SEPARATION REQUIRED. PER CRC TABLE R302.6 GARAGES SHALL BE SEPARATED FROM RESIDENCES AND ATTIC BY NOT LESS THAN 1/2" GYPSUM BOARD OR EQ. APPLIED TO THE GARAGE SIDE. FROM HABITABLE ROOMS ABOVE BY NOT LESS THAN 5/8" TYPE "X" GYPSUM BOARD (OR EQ.) FROM STRUCTURES) SUPPORTING FLOOR/ CEILING ASSEMBLIES USED FOR SEPARATION BY NOT LESS THAN 1/2" GYPSUM BOARD (OR EQ.) ATTACHMENT OF GYPSUM BOARD SHALL COMPLY WITH CRC TABLE 702.3.4.
 - 29 102" GYP. BOARD AT WALLS & CEILING AT USABLE SPACE UNDER STAIRS PER THE CRC. R302.7
 - 30 NOT USED
 - 31 1-3/8" SOLID CORE, SELF-CLOSING, SELF-LATCHING DOOR PER R302.3.1
 - 32 STONE VENEER. REFER TO EXTERIOR ELEVATION
 - 33 BRICK VENEER. REFER TO EXTERIOR ELEVATION
 - 34 38" X 36" MIN. LANDING - SLOPE MAX 1/4" FT. PER CRC R311.3. LANDING SHALL NOT BE MORE THAN 7'5" BELOW THE TOP OF THE EXTERIOR DOOR THRESHOLD PER CRC 311.3.1
 - 35 DOWNSPOUT - DISCHARGE PER CIVIL DRAWINGS. SEE DOWNSPOUT TERMINATION DETAIL
 - 36 TRASH RECYCLING, AND COMPOST BINS.
 - 37 STANDARD SHELF
 - 38 STANDARD RSHCL
 - 39 OPT. UPPER CABINETS
 - 40 STANDARD UPPER CABINETS

- AGING IN PLACE NOTES**
- 1. CRC R327.1.1 REINFORCEMENT OR GRAB BARS AT LEAST ONE BATHROOM ON THE ENTRY LEVEL SHALL BE PROVIDED WITH REINFORCEMENT INSTALLED IN ACCORDANCE WITH THIS SECTION. WHERE THERE IS NO BATHROOM ON THE ENTRY LEVEL, AT LEAST ONE BATHROOM ON THE SECOND OR THIRD FLOOR OF THE DWELLING SHALL COMPLY WITH THIS SECTION.
 - 2. REINFORCEMENT SHALL BE SOLID LUMBER OR OTHER CONSTRUCTION MATERIALS APPROVED BY THE ENFORCING AGENCY.
 - 3. REINFORCEMENT SHALL NOT BE LESS THAN 2 BY 8 INCH (51 MM BY 203 MM) NOMINAL LUMBER, [1/2 INCH BY 7/16 INCH (38 MM BY 18 MM) ACTUAL DIMENSION] OR OTHER CONSTRUCTION MATERIAL PROVIDING EQUAL HEIGHT AND LOAD CAPACITY. REINFORCEMENT SHALL BE LOCATED BETWEEN 32 INCHES (812.8 MM) AND 39 1/4 INCHES (997 MM) ABOVE THE FINISHED FLOOR FLUSH WITH THE WALL FRAMING.
 - 4. WATER CLOSET REINFORCEMENT SHALL BE INSTALLED ON BOTH SIDE WALLS OF THE FIXTURE, OR ONE SIDE WALL AND THE BACK WALL
 - 5. SHOWER REINFORCEMENT SHALL BE CONTINUOUS WHERE WALL FRAMING IS PROVIDED
 - 6. BATHTUB AND COMBINATION BATHTUB/SHOWER REINFORCEMENT SHALL BE CONTINUOUS ON EACH END OF THE BATHTUB AND THE BACK WALL. ADDITIONALLY, BACK WALL REINFORCEMENT FOR A LOWER GRAB BAR SHALL BE PROVIDED WITH THE BOTTOM EDGE LOCATED NO MORE THAN 6 INCHES (152.4 MM) ABOVE THE BATHTUB RIM
 - 7. EXCEPTIONS:
1. WHERE THE WATER CLOSET IS NOT PLACED ADJACENT TO A SIDE WALL CAPABLE OF ACCOMMODATING A GRAB BAR. THE BATHROOM SHALL HAVE PROVISIONS FOR INSTALLATION OF FLOOR MOUNTED, FOLD-DOWN OR SIMILAR ALTERNATE GRAB BAR REINFORCEMENTS APPROVED BY THE ENFORCING AGENCY.
2. REINFORCEMENT SHALL NOT BE REQUIRED IN WALL FRAMING FOR PRE-FABRICATED SHOWER ENCLOSURES AND BATHTUB WALL PANELS WITH INTEGRAL FACTORY-INSTALLED GRAB BARS OR WHEN FACTORY-INSTALLED REINFORCEMENT FOR GRAB BARS IS PROVIDED.
3. SHOWER ENCLOSURES THAT DO NOT PERMIT INSTALLATION OF REINFORCEMENT AND/OR GRAB BARS SHALL BE PERMITTED, PROVIDED REINFORCEMENT FOR INSTALLATION OF FLOOR-MOUNTED GRAB BARS OR AN ALTERNATE METHOD IS APPROVED BY THE ENFORCING AGENCY.
4. BATHTUBS WITH NO SURROUNDING WALLS, OR WHERE WALL PANELS DO NOT PERMIT THE INSTALLATION OF REINFORCEMENT SHALL BE PERMITTED, PROVIDED REINFORCEMENT FOR INSTALLATION OF FLOOR-MOUNTED GRAB BARS ADJACENT TO THE BATHTUB OR AN ALTERNATE METHOD IS APPROVED BY THE ENFORCING AGENCY.
5. REINFORCEMENT OF FLOORS SHALL NOT BE REQUIRED FOR BATHTUBS AND WATER CLOSETS INSTALLED ON CONCRETE SLAB FLOORS.
 - 8. CRC R327.1.1.0 DOCUMENTATION FOR GRAB BAR REINFORCEMENT INFORMATION AND/OR DRAWINGS IDENTIFYING THE LOCATION OF GRAB BAR REINFORCEMENT SHALL BE PLACED IN THE OPERATION AND MAINTENANCE MANUAL IN ACCORDANCE WITH THE CALIFORNIA GREEN BUILDING STANDARDS CODE, CHAPTER 4, DIVISION 4.4.
 - 9. INFORMATION AND/OR DRAWINGS IDENTIFYING THE LOCATION OF GRAB BAR REINFORCEMENT SHALL BE PLACED IN THE OPERATION AND MAINTENANCE MANUAL IN ACCORDANCE WITH THE CALIFORNIA GREEN BUILDING STANDARDS CODE, CHAPTER 4, DIVISION 4.4.
 - 10. EFFECTIVE JULY 1, 2024, AT LEAST ONE BATHROOM AND ONE BEDROOM ON THE ENTRY LEVEL SHALL PROVIDE A DOORWAY WITH A NET CLEAR OPENING OF NOT LESS THAN 32 INCHES (812.8 MM), MEASURED WITH THE DOOR POSITIONED AT AN ANGLE OF 90 DEGREES FROM THE CLOSED POSITION, OR, IN THE CASE OF A TWO- OR THREE-STORY SINGLE FAMILY DWELLING, ON THE SECOND OR THIRD FLOOR OF THE DWELLING IF A BATHROOM OR BEDROOM IS NOT LOCATED ON THE ENTRY LEVEL.
 - 11. ELECTRICAL RECEPTACLE OUTLETS, SWITCHES AND CONTROLS (INCLUDING CONTROLS FOR HEATING, VENTILATION AND AIR CONDITIONING) INTENDED TO BE USED BY OCCUPANTS SHALL BE LOCATED NO MORE THAN 48 INCHES MEASURED FROM THE TOP OF THE OUTLET BOX AND NOT LESS THAN 15 INCHES MEASURED FROM THE BOTTOM OF THE OUTLET BOX ABOVE THE FINISH FLOOR.
 - 12. EXCEPTIONS:
1. DEDICATED RECEPTACLE OUTLETS, FLOOR RECEPTACLE OUTLETS, CONTROLS MOUNTED ON CEILING FANS AND CEILING LIGHTS; AND CONTROLS LOCATED ON APPLIANCES
2. RECEPTACLE OUTLETS REQUIRED BY THE CALIFORNIA ELECTRICAL CODE ON A WALL SPACE WHERE THE DISTANCE BETWEEN THE FINISHED FLOOR AND A BUILT-IN FEATURE ABOVE THE FINISH FLOOR, SUCH AS A WINDOW, IS LESS THAN 15 INCHES. CRC 327.1.2

- PLAN NOTES**
- 1. REFER TO GENERAL NOTE SHEETS FOR THE GENERAL CONSTRUCTION METHODS AND CONDITIONS
 - 2. WATER CLOSETS TO BE MAXIMUM 1.28 GALLONS PER FLUSH PER CPC SEC. 411.2
 - 3. FOR TUB/SHOWER LOCATION: SHOWER WALLS TO HAVE A SMOOTH, HARD, NON-ABSORBANT SURFACE OVER A MOISTURE RESISTANT UNDERLAMENT TO A HEIGHT OF 72" ABOVE THE DRAIN INLET. GENS SHIELD, WATER RESISTANT GYPSUM BOARD WITHOUT MOISTURE BARRIER IS PERMITTED UNDER SOLID PRODUCTS LIKE CULTURED MARBLE. CEMENTITIOUS BACKER BOARD REQUIRED FOR TILE. PROVIDE SOLID WOOD BACKING FOR TUB/SHOWER FLANGE AND ENCLOSURE IN WALLS PER MANUFACTURER
 - 4. NOTE PER CRC TABLE 302.0.1 WALLS LESS THAN 4" TO THE PROPERTY LINE SHALL BE OF ONE-HOUR CONSTRUCTION. PROJECTIONS LOCATED BETWEEN 2'-0" - 3'-0" FROM THE PROPERTY LINE SHALL BE OF ONE-HOUR CONSTRUCTION ON THE UNDERSIDE. NO OPENINGS ARE PERMITTED IN WALLS LESS THAN 3'-0" TO THE PROPERTY LINE. ALL PENETRATIONS IN AN EXTERIOR WALL LESS THAN 3'-0" FROM THE PROPERTY LINE SHALL COMPLY WITH CRC SEC. 202.1
 - 5. NOTE PER CRC SEC. R.310 OPERABLE WINDOWS IN BEDROOMS SHALL HAVE AN OPERABLE SECTION WITH A NET CLEAR OPENING OF 5.7 SQ. FT. MIN. CLEAR OPENING HEIGHT OF 24" AND A MIN. CLEAR OPENING WIDTH OF 20". THE MAX. CLEAR OPENING SLIP HEIGHT WILL BE NO MORE THAN 4" ABOVE THE FINISH FLOOR WINDOW MANUFACTURER TO VERIFY THEIR SPECIFICATIONS COMPLY WITH EGRESS REQUIREMENTS FOR WINDOW SIZES NOTED ON PLAN.
 - 6. ALL WINDOWS AND GLAZED OPENINGS IN EXTERIOR DOORS SHALL BE INSULATING GLASS UNITS WITH A MINIMUM OF ONE TEMPERED PANE FINISH FLOOR ELEVATION ON THE UNIT PLANS ASSUMES TOP OF SLAB AT FIRST FLOOR TO BE 6'-00". SEE CIVIL DRAWINGS FOR ACTUAL BUILDING ELEVATIONS.
 - 7. FOR INTERIOR CABINETRY PLANS SEE BUILDERS DRAWINGS
 - 8. PER R302.11 ITEM 4 - FIREBLOCKING SHALL BE PROVIDED IN WOOD-FRAMED CONSTRUCTION AT OPENINGS AROUND VENTS, PIPES, DUCTS, CABLES AND WIRES AT CEILING AND FLOOR LEVEL, WITH AN APPROVED MATERIAL TO RESIST THE FREE PASSAGE OF FLAME AND PRODUCTS OF COMBUSTION. THE MATERIAL FILLING THIS ANNULAR SPACE SHALL NOT BE REQUIRED TO MEET THE ASTM E136 REQUIREMENTS.
 - 9. OPENINGS AND PENETRATIONS THROUGH THE WALLS OR CEILINGS SEPARATING THE DWELLING FROM THE GARAGE SHALL BE IN ACCORDANCE WITH SECTIONS R302.3.1 THROUGH R302.3.3
 - 10. GARAGE DOORS SHALL BE LABELED WITH A PERMANENT LABEL PROVIDED BY THE GARAGE DOOR MANUFACTURER. THE LABEL SHALL IDENTIFY THE GARAGE DOOR MANUFACTURER, THE GARAGE DOOR MODEL/SERIES NUMBER, THE POSITIVE AND NEGATIVE DESIGN WIND PRESSURE RATING, AND THE APPLICABLE TEST STANDARD PER CRC R609.4.1
 - 11. BUILDING DEPARTMENT NOTES:
1. THE STREET ADDRESS SHALL BE POSTED ON THE BUILDING IN SUCH A POSITION TO BE PLAINLY LEGIBLE FROM STREET FRONTING THE PROPERTY. MUST BE ILLUMINATED.
2. SEE ENERGY CODE COMPLIANCE REPORT FOR INSULATION VALUES
3. FOAM PLASTIC OR FOAM PLASTIC CORES IN MANUFACTURED ASSEMBLIES USED IN BUILDING CONSTRUCTION SHALL HAVE A FLAME-SPREAD RATING OF NOT MORE THAN 75 AND A SMOKE DEVELOPED RATING OF NOT MORE THAN 450 WHEN TESTED IN THE MAXIMUM THICKNESS INTENDED FOR USE IN ACCORDANCE WITH ASTM E 84.
4. 4" X 6" POLYETHYLENE OR APPROVED WOOD JOIST TRIMMER WITH JOINTS LAPPED NOT LESS THAN 6 INCHES SHALL BE PLACED BETWEEN THE CONCRETE FLOOR SLAB AND THE PREPARED SUBGRADE PER CRC R306.2.3. SEE SOLS REPORT
5. DUAL-PANE WINDOWS AND GASETTED EXTERIOR DOORS SHALL BE INSTALLED TO REDUCE INTERIOR NOISE LEVELS TO THE CITY OF DUBLIN'S INTERIOR NOISE CRITERIA.

PLAN 1A - BMR (GROSS S.F.)

FLOOR	GROSS S.F.
FIRST FLOOR	1418
SECOND FLOOR	1418
TOTAL CONDITIONED R-3	2833
PORCH	101
TOTAL UNCONDITIONED R-3	101
GARAGE	453
TOTAL UNCONDITIONED U	453
PLAN 1A - TOTAL GROSS S.F.	3035

SQUARE FOOTAGE

- 2 X 4 STUD WALL - REFER TO STRUCTURAL DRAWINGS.
- 2 X 6 STUD WALL - REFER TO STRUCTURAL DRAWINGS.
- 2 X 6 WALL W/ STC 42 - REFER TO STRUCTURAL DRAWINGS AND DETAIL 24/AD-80
- INDICATES INTERIOR LOWERED CEILING OR SOFFIT AT 9'-0" A.F.F. (8'-0" A.F.F. AT BMR) AT FIRST FLOOR AND 8'-0" AT SECOND FLOOR A.F.F. (U.O.N.)
- E ELECTRICAL METERS
- CTV CABLE / T.V. & TELEPHONE
- SOLID GRAB BAR BLOCKING. PER AGING IN PLACE REG. SEE AGING IN PLACE NOTES ON THIS SHEET.
- SLOPE ROOF 4:12. TYPICAL UNLESS OTHERWISE NOTED ON ROOF PLAN. TYPICAL ROOF MATERIAL COMPOSITION SHINGLE - SEE BUILDERS SPEC.

PLAN 1 (BMR) - FLOOR PLANS

EXHIBIT C

Form of Income Certification

FORM OF INCOME CERTIFICATION
-To be completed by homebuyer or renter-

Applicant Name(s): _____

Applicant Address: _____

RETURN ALL CHECKLIST ITEMS TO:
CONTRA COSTA COUNTY
DEPARTMENT OF CONSERVATION AND DEVELOPMENT
HOUSING AND COMMUNITY IMPROVEMENT DIVISION
30 MUIR ROAD
MARTINEZ, CA 94553

(i) **Checklist – to be completed and included with application**

Please read the application carefully and complete it accurately before signing. There may be legal consequences if the applicant provides false income and residence information. Submit copies of the following documents for all household members over the age of 18:

- Completed Income Certification (this document).
- Complete copy of most recently filed federal tax return, including all schedules and W-2 forms (state tax returns NOT required).
 - If self-employed, additionally submit two prior year's federal tax returns.
- Pay stubs from all income sources for the last three (3) months.
- All other current proof of income statements (including checks or award letters for Social Security, SDI, General Assistance, etc.).
- All investment account statements (e.g. checking & savings account, stock, and IRA statements) for the last three (3) months.
 - Attach a signed statement certifying no investment accounts (if applicable).
- Attach a detailed explanation of missing checklist items (if applicable).

Please Note: The above list is the minimum documentation we require to certify your income for an income-restricted home. During the County's review process, we may request additional information in order to ensure qualification for the program.

CERTIFICACIÓN DE INGRESOS PARA

Para Ser completado por el comprador de vivienda o inquilino

Nombre del solicitante (s): _____

Dirección del solicitante: _____

REGRESA TODOS LOS ELEMENTOS DE LA LISTA DE COMPROBACIÓN PARA:

CONDADO DE CONTRA COSTA
DEPARTAMENTO DE CONSERVACIÓN Y DESARROLLO
HOUSING AND COMMUNITY IMPROVEMENT DIVISION
30 MUIR ROAD
MARTINEZ, CA 94553

Lista de Comprobación: para ser completado y incluido con la aplicación

Por favor, lea cuidadosamente la solicitud y completarla con precisión antes de firmar. Puede haber consecuencias legales si el solicitante proporciona información falsa sobre los ingresos y residencia. Entregue copias de los siguientes documentos para todos los miembros del hogar que son mayores de 18 años:

- Certificación de ingresos completo (Este documento).
- Copia completa de la declaración de impuestos federales más recientemente presentado, incluyendo todos los horarios y las formas W2 (las declaraciones de impuestos estatales no es necesario).
 - Si trabaja por cuenta propia, presenta los declaraciones de impuestos federales de los ultimo dos años anteriores.
- Talones de pago de toda las fuentes de ingresos de los últimos tres (3) meses.
- Toda otra prueba actual de las cuentas de resultados (incluyendo cheques o cartas de aprobación del Seguro Social, SDI, Asistencia General, etc.).
- Todos los estados de cuenta de inversión (por ejemplo, cuentas de cheques y de ahorros, valores, y declaraciones del IRA) para los últimos tres (3) meses.
 - Adjunte una declaración firmada que certifica no hay cuentas de inversión (si procede).
- Adjunte una explicación detallada de los puntos de la lista que faltan (si corresponde).

Nota: La lista anterior es la documentación mínima que requerimos para certificar sus ingresos para un hogar. Durante el proceso de revisión del Condado, podemos solicitar información adicional para asegurar la calificación para el programa.

FORM OF INCOME CERTIFICATION

Income Certification

Property Address: _____

City: _____ **Zip:** _____

Telephone _____ **Work Number:** _____

Cell Number: _____ **Email:** _____

HOUSEHOLD COMPOSITION

HH Mbr #	Head of Household Last Name	First Name & Middle Initial	Relationship to Head HH	Age	DL#	SS# or Alien Reg. No.
1			HEAD			
2						
3						
4						
5						

INCOME (USE ALL INCOME SOURCES FOR ALL HOUSEHOLD MEMBERS OVER 18)

HH Mbr#	(A) Employment or Wages		(B) Soc. Security/Pensions		(C) Public Assistance		(D) Other Income	
	Monthly	Yearly	Monthly	Yearly	Monthly	Yearly	Monthly	Yearly
Totals	\$	\$	\$	\$	\$	\$	\$	\$

Add totals from (A) through (D) above

(E) TOTAL INCOME:

\$

Signature of Applicant: _____ **Date:** _____

Signature of Co-Applicant: _____ **Date:** _____

Certificación de Ingresos

Dirección: _____

Ciudad: _____ Código Postal: _____

Teléfono _____

Número telefónico de trabajo: _____

Número Celular: _____ Correo electrónico: _____



COMPOSICIÓN DEL HOGAR

HH Mbr #	Apellido de la Cabeza del Familia/Hogar	Primero Nombre e Inicial del segundo nombre	Relación a la cabeza del familia/hogar	Edad	# de licencia (pa manejar, si se aplica)	# de Seguro Social o # de extranjero
1			Cabeza del Familia/Hogar			
2						
3						
4						
5						

INGRESOS (USAR TODAS LAS FUENTES DE INGRESOS PARA TODOS LOS MIEMBROS DEL HOGAR SOBRE 18)

HH Mbr#	(A) Empleo o Salarios		(B) Seguro Social / Pensiones		(C) Asistencia pública		(D) Otra entrada	
	Mensual	Anualmente	Mensual	Anualmente	Mensual	Anualmente	Mensual	Anualmente
Totales	\$	\$	\$	\$	\$	\$	\$	\$

Añadir totales de (A) a (D) por encima

(E) TOTAL INGRESOS::

\$ _____

Firma del solicitante: _____

Fecha: _____

Firma del Co-Solicitante: _____

Fecha: _____

PARTICIPATION DATA – FY 2022

Male Female

Name

1. **Status** (Check all that apply): **62 years or older** **Disabled**
2. **Head of Household:** Are you the head of the household? Yes No
3. **If you are not the head of the household, is the head of the household female?** Yes No
4. **Household Size and Total Annual Household Income:**
 - A. Circle the total number of people in your household in the first column.
 - B. On the line corresponding to your household size, check the income range that includes your household's annual income.

A. Household Size

B. Total Household Income

1	<input type="checkbox"/> up to \$50,000	<input type="checkbox"/> \$50,000-\$76,750	<input type="checkbox"/> \$76,750-\$119,950
2	<input type="checkbox"/> up to \$57,150	<input type="checkbox"/> \$57,150-\$87,700	<input type="checkbox"/> \$87,700-\$137,100
3	<input type="checkbox"/> up to \$64,300	<input type="checkbox"/> \$64,300-\$98,650	<input type="checkbox"/> \$98,650-\$154,200
4	<input type="checkbox"/> up to \$71,400	<input type="checkbox"/> \$71,400-\$109,600	<input type="checkbox"/> \$109,600-\$171,350
5	<input type="checkbox"/> up to \$77,150	<input type="checkbox"/> \$77,150-\$118,400	<input type="checkbox"/> \$118,400-\$185,050
6	<input type="checkbox"/> up to \$82,850	<input type="checkbox"/> \$82,850-\$127,150	<input type="checkbox"/> \$127,150-\$198,750

Check here if your income does not fall into any of the income ranges corresponding with your household size.

5. **Do you receive assistance from any of the following sources?**

- CalWORKs General Assistance Social Security Food Stamps
 Medi-Cal Section 8 WIC

6. **Race/Ethnicity** (Check only one, unless noted):

- American Indian/Alaskan Native Asian White
 Native Hawaiian/Pacific Islander Asian & White Black/African American
 American Indian/Alaskan Native & White Black/African American & White
 American Indian/Alaskan Native & Black/African American
 Other Multi-Racial: _____

Hispanic Ethnicity (you must also check one of the racial categories if you select this category)

I hereby certify that the above information is true and correct to the best of my knowledge. I acknowledge and understand that the information provided here will be relied upon for purposes of determining my eligibility for this program. I acknowledge that a material misstatement fraudulently or negligently made in this or in any other statement made by me may constitute a federal violation and may result in the denial of my participation in this program.

Signature

(Income Limits as of 6/15/2022)

Date

Programa para el Desarrollo de la Comunidad Información sobre los participantes del año 2022

Hombre Mujer

Nombre

Domicilio

Ciudad

Código postal

1. Marque lo que es aplicable: 62 años o mas de edad Discapacitada/o
2. Jefe de Casa: ¿Es usted el jefe de casa? Si No
3. Si no es el jefe de casa, ¿es dirigida la casa por una mujer? Si No
4. Número de Personas en el Hogar y Ingresos Anuales:
 - A. Circule en la primera columna el número de personas en su hogar
 - B. Al lado derecho del número que circuló, por favor marque las cajas que indican el ingreso total de todas las personas en su hogar (aproxime)

A. Numero de personas en el hogar	B. Total de ingresos		
1	<input type="checkbox"/> up to \$50,000	<input type="checkbox"/> \$50,000-\$76,750	<input type="checkbox"/> \$76,750-\$119,950
2	<input type="checkbox"/> up to \$57,150	<input type="checkbox"/> \$57,150-\$87,700	<input type="checkbox"/> \$87,700-\$137,100
3	<input type="checkbox"/> up to \$64,300	<input type="checkbox"/> \$64,300-\$98,650	<input type="checkbox"/> \$98,650-\$154,200
4	<input type="checkbox"/> up to \$71,400	<input type="checkbox"/> \$71,400-\$109,600	<input type="checkbox"/> \$109,600-\$171,350
5	<input type="checkbox"/> up to \$77,150	<input type="checkbox"/> \$77,150-\$118,400	<input type="checkbox"/> \$118,400-\$185,050
6	<input type="checkbox"/> up to \$82,850	<input type="checkbox"/> \$82,850-\$127,150	<input type="checkbox"/> \$127,150-198,750

Marque esta caja si sus ingresos no llegan a las tarifas que corresponden con el tamaño de su hogar.

5. ¿Recibe usted asistencia de alguna de estas organizaciones?

- CalWORKs Asistencia General Seguro Social vales para alimentos
 Medi-Cal Sección 8 WIC

6. ¿Eres Hispano/Latino? Si No

7. Raza (Marque uno):

- Indio Americano/Nativo de Alaska Asiático Blanco
 Nativo de Hawái/de las Islas del Pacifico Asiático/Blanco Negro/Africano Americano
 Indio Americano/Nativo de Alaska/Blanco Negro/Africano Americano/Blanco
 Indio Americano/Nativo de Alaska/Negro
 Otro Multirracial: _____

Yo juro bajo pena de perjurio que la información proveída es verdadera y correcta. Yo reconozco que la información solicitada será para determinar mi elegibilidad para este programa. Yo acepto que material o declaraciones hechas mal o negligentemente por mí, pueden constituir una violación federal y pueden tener un resultado negativo en mi participación en este programa.

Firma

Fecha

EXHIBIT D

Permit, Findings, and Conditions of Approval



**CONTRA COSTA COUNTY
DEPARTMENT OF CONSERVATION & DEVELOPMENT
COMMUNITY DEVELOPMENT DIVISION**

APPROVED PERMIT

APPLICANT:	Andy Byde for Calibr Ventures, Inc. 501 NW Grand Blvd, Ste 600 Oklahoma City, OK 71198	APPLICATION NO.:	CDSD21-09581
		ASSESSOR'S PARCEL NO.:	180-240-002
		PROJECT LOCATION:	3180 Walnut Boulevard, Walnut Creek, CA 94596
OWNER:	Calibr Ventures, Inc. 501 NW Grand Blvd, Ste 600 Oklahoma City, OK 71198	ZONING DISTRICT:	Single-Family Residential (R-20)
		EFFECTIVE DATE:	February 27, 2024
		VESTING DATE:	July 27, 2022

A VESTING TENTATIVE MAP to subdivide a 2.88-acre site into 10 single-family residential lots, with one restricted, for-sale, moderate-income lot (Lot 4) in the Walnut Creek area has been APPROVED by the Contra Costa County Board of Supervisors. This approval includes exceptions to Title 9 requirements, complete on and off-site improvements, a tree permit for the removal of 43 trees, work within the dripline of 17 trees, and approximately 17,000 cubic yards of grading. This approval by the County Board of Supervisors is based on the attached findings and subject to the attached conditions of approval.

By:



Ruben L. Hernandez
Deputy Director

Unless otherwise provided, THIS PERMIT WILL EXPIRE THREE (3) YEARS from the effective date if the action allowed by this permit is not undertaken within that time.

PLEASE NOTE THE EFFECTIVE DATE, as no further notification will be sent by this office.

FINDINGS AND CONDITIONS OF APPROVAL FOR COUNTY FILE #CDS21-09581: ANDY BYDE, CALIBR VENTURES (APPLICANT) and CALIBR VENTURES INC (OWNER) AS APPROVED BY THE BOARD OF SUPERVISORS ON FEBRUARY 27, 2024.

I. Findings

A. General Plan Growth Management Element Standards

- 1. Traffic:** Policy 4-c of the Growth Management Program (GMP) of the Contra Costa County General Plan requires a traffic impact analysis of any project that is estimated to generate 100 or more AM or PM peak hour trips. The project consisting of the future construction of 10 single-family dwelling units would anticipate to generate an additional seven AM and ten PM new peak period trips, and therefore, is not required to have a project-specific traffic impact analysis. Since the project would yield less than 100 peak-hour AM or PM trips, the project would not conflict with the circulation system in the area.

The Complete Streets Policy, adopted by the Contra Costa County Board of Supervisors on July 12, 2016, requires Complete Streets infrastructure sufficient to enable reasonably safe travel along and across the right of way such as streets, roads, highways, bridges, and other portions of the transportation system. The subdivision project includes a 28-foot-wide private street and a 5-foot sidewalk to connect to new frontage and sidewalk improvements on Walnut Boulevard for pedestrians and persons with disabilities within the project. Therefore, the project will be consistent with the Complete Streets policy.

- 2. Water:** The GMP requires new development to demonstrate that adequate water quantity and quality can be provided. The project site currently receives water service from the East Bay Municipal Utility District (EBMUD) and is able to extend services to the project site and provide water to the 10 future residential properties. In a letter dated July 6, 2023, EBMUD stated water main extension will be required, and each lot to be provided domestic service and its own service connection and meter will require EBMUD review and approval prior to water service, which will include all applicable water efficiency measures under Section 31 of EBMUD's Water Regulations. Therefore, the project is not expected to result in a significant increase in demand for water service for the project site or surrounding area.

- 3. Sanitary Sewer:** The GMP requires new development to demonstrate that adequate sanitary sewer quantity and quality can be provided. The project site currently receives sanitary sewer service from the Central Contra Costa Sanitary District. In an email dated July 7, 2021, the Sanitary District stated the project site is within their service area and sanitary sewer service is available to the project site, and would not be expected to produce an unmanageable added capacity demand on the wastewater system, nor interfere with existing, public facilities. The developer will need to construct an 8-inch diameter onsite public main sewer and private laterals. The Sanitary District's review and approval of all sewer improvements is required prior to construction. Therefore, the project is not expected to significantly increase the need for sanitary sewer service for the project site or surrounding area.
- 4. Fire Protection:** The GMP requires that a fire station be within 1 ½ miles of development in urban, suburban and central business district area, or requires that automatic fire sprinkler systems be installed to satisfy this standard. The project site is located within the service area of the Contra Costa County Fire Protection District (CCCFPD). Fire protection to the project site would be provided by Station No. 1 located at 1330 Civic Drive in Walnut Creek (approximately 1 ½ miles of driving distance to the site). Using an average travel speed of 35 miles per hour, an engine responding from Station No. 1 would take approximately 5 minutes to reach the project site, which meets the 5-minute response standard set by the County General Plan. Also, according to the CAL FIRE Fire Hazard Severity Zone Viewer, the project site is located within a Local Responsibility Area (LRA) and is not classified as a very high fire hazards severity zone, and is not within the State Responsibility Area (SRA). The nearest fire hazard severity zone (FHSZ) within an SRA is 1.8-miles southeast of the project site and is classified as a moderate FHSZ. The nearest VHFHSZ is approximately 3.96 miles southeast of the project site. In addition, as detailed in the comment letter for the project from the Fire District dated July 22, 2023, the project is required to comply with the applicable provisions of the California Fire Code, the California Building Code, and applicable Contra Costa County Ordinances that pertain to emergency access, fire suppression systems, and fire detection/warning systems, and automatic fire sprinklers will be required. Prior to the issuance of building permits, the construction drawings would be reviewed and approved by the fire district. Therefore, the project is not expected to significantly increase the need for fire service to the project site or surrounding area.

5. **Public Protection**: The GMP indicates a Sheriff facility standard of 155 square-feet of Sheriff station space per 1,000 persons of population. The project would increase the population of unincorporated Contra Costa County by approximately 28 persons, which is less than the facility standard and is a non-substantial increase. Therefore, the addition of 10 residential properties to the project area would not significantly affect the provision of police services to the area. Furthermore, the project is conditioned so that the subdivision would be required to establish a Police Services District to Augment Police Services.

6. **Parks and Recreation**: The GMP requires three-acres of neighborhood park per 1,000 in population. The project would increase the population by approximately 28 persons. The project does not adversely impact the County's ability to maintain the standard of having 3-acres of neighborhood parks for every 1,000 members of the population. Furthermore, the project is conditioned that the applicant pays a Park Impact and Park Dedication fee for each residence constructed.

7. **Flood Control and Drainage**: The project site is not located within a 100-year flood hazard area as determined by the Federal Emergency Management Agency (FEMA).

Division 914 of the County Ordinance Code requires that all storm water entering and/or originating on this property to be collected and conveyed, without diversion and within an adequate storm drainage system, to an adequate natural watercourse having a definable bed and banks or to an existing adequate public storm drainage system which conveys the storm water to an adequate natural watercourse.

The project is to joint use the bioretention basin for detention purposes. A preliminary hydrologic analysis of the detention basin determined that the basin will mitigate peak flows from the site to below pre-project levels. Joint use of the basin is allowed, provided the stormwater treatment function of the basin is not used in the storage volume modeling for the detention function.

Section 914-12.002 of the County Ordinance Code sets the minimum storage volume for detention basins at 15 acre-feet, allowing for use of smaller systems with the approval of Public Works, and establishment of a public maintenance entity. An

exception request from this requirement per Chapter 92-6 of said Code to allow a smaller basin to be maintained by a private maintenance agreement. Findings for this exception request are under section E. Due to the small size of the project site and the lack of public entity to maintain such a facility, Public Works is not averse to the granting of this exception and allowing the responsible individual(s) to maintain it along with their obligation to maintain the stormwater management aspects of the basin as discussed in the preliminary Hydrologic and Hydraulic Analysis. This report was submitted in support of the runoff mitigation claims of the basin design, but will be subject to a more thorough review as the project progresses through final design.

Lastly, a Stormwater Control Plan (SWCP) is required for applications that will create and/or redevelop impervious surface area exceeding 10,000 square-feet in compliance with the County's Stormwater Management and Discharge Control Ordinance (§1014) and the County's Municipal Separate Storm Sewer System (MS4) National Pollutant Discharge Elimination System (NPDES) Permit. This project will create and/or redevelop approximately 43,558 square-feet of impervious surface with driveways and single-family residential development, which is above the threshold for requiring submittal of a SWCP. A SWCP Exhibit and Report were submitted for Public Works review and are considered adequate for this phase of the project.

B. Tentative Map Findings

- 1. The County Planning Agency shall not approve a tentative map unless it finds that the proposed subdivision, together with the provisions for its design and improvement, is consistent with the applicable general plan required by law.**

Project Finding: The General Plan land use designation for the project site is Single-Family Residential-low Density (SL). The project is to subdivide 2.88 acres into 10 residential lots and have a new private road off Walnut Boulevard provide access to all 10 lots. The primary land uses permitted in this designation include detached single-family homes and accessory buildings and structures. As the project will result in single-family residential properties, the project is consistent with the allowed uses of this general plan designation.

The General Plan also determines the allowed density for an area. The General Plan land use designation of Single-Family Residential-Low Density (SL) allows 1.0 – 2.9 units per net acre. However, as the project is eligible for density bonus (Gov. Code § 65915) it is allotted one concession to a development standard, and the applicant requests a concession to the development standard “net acreage” in calculating density, and to instead use gross acreage. Using gross acreage (2.88 acres) * (2.9 dwelling unit(du)/acre) = 8.35 du, fractional unit rounded to nine base units. When calculating density using density bonus with nine base units: (9 du) * (0.07 density bonus) = 0.63 du, fractional unit rounded to 1 du; 9 du + 1du = 10 units. Therefore, a 10-lot subdivision is consistent with the allowed density for the SL General Plan designation with the approval of a concession to use gross acreage to calculate density.¹

Also, the following goals and policies within the County 2005-2020 General Plan are applicable to the project:

- Transportation and Circulation Element - The project is consistent with the following General Plan Transportation and Circulation Element goal and policies.
Goal 5-J: To reduce single-occupant auto commuting and encourage walking and bicycling.
Policy 5-16: Curbs and sidewalks shall be provided in appropriate areas.
Policy 5-17: Emergency response vehicles shall be accommodated in development project design.

The Complete Streets Policy, adopted by the Contra Costa County Board of Supervisors on July 12, 2016, requires Complete Streets infrastructure sufficient to enable reasonably safe travel along and across the right of way such as streets, roads, highways, bridges, and other portions of the transportation system. The subdivision project includes a private street and a 5-foot sidewalk on one side of its curb to provide access for pedestrians to Walnut Boulevard, which will also receive new frontage improvements and 5-foot sidewalks. Therefore, the overall

¹ Government Code section 65915, subdivisions (f)(5) states, “All density calculations resulting in fractional units shall be rounded up to the next whole number.” Additionally, subdivision (q) states that “Each component of any density calculation, including base density and bonus density, resulting in fractional units shall be separately rounded up to the next whole number.”

surrounding circulation system will be consistent with the Complete Streets policy.

The project has also been reviewed by the Contra Costa County Fire Protection District to verify the project is designed to accommodate proper access for emergency response vehicles. In a letter dated July 22, 2021, the Fire District found the project to meet such access standards.

- Housing Element - The project is consistent with the following General Plan Housing Element goals and policy.

Goal 1: Maintain and improve the quality of the existing housing stock and residential neighborhoods in Contra Costa County.

As the project increases the housing stock in a residential neighborhood, it is consistent with this goal of the General Plan.

2. The County Planning Agency shall not approve a tentative map unless it shall find that the proposed subdivision fulfills construction requirements.

Project Finding: The project will comply with the collect and convey regulations, storm drainage facilities, and design standards for private roads. Additionally, compliance with the California Building Code and all applicable County Ordinances is required for grading of the property and construction of residential buildings.

C. Tree Permit Findings

The Zoning Administrator is satisfied that the following factors as provided by County Code Section 816-6.8010 for granting a tree permit have been satisfied:

- 1. County Code Section 816-6.8010(2)(A):** The arborist report indicated that four code-protected trees: one California Black Walnut, 2 Almond trees, and one Plum tree, were in poor health and could not be saved.
- 2. County Code Section 816-6.8010(2)(G):** New single-family residential development requires removal of 39 code-protected trees and work within the

dripline of 17 code-protected trees, and could not be reasonably accommodated on another area of the lot.

The project Arborist Report prepared by certified arborist Jennifer Tso (#WE-10270A) and dated January 10, 2023, provides an inventory and evaluation of all trees on and adjoining the project site that may be impacted by the proposed project. A total of 73 trees were surveyed, numbered, tagged, identified, measured, and evaluated. 39 code-protected trees would be development related removal, and work would occur within the dripline of 17 additional code-protected trees. There were 16 tree species inventoried, but only 3 species are listed in the County Tree Ordinance under the indigenous species list: 26 Valley Oaks, 12 California Black Walnut trees, and 2 Coast Redwoods. The other tree species include: 5 Almond trees, 5 Holly Oaks, 4 English Walnut trees, 2 Monterey Pines, 4 Privets, 1 Elm, 1 English Hawthorn, 1 Olive tree, 1 Pepper tree, and 6 various fruit trees.

The arborist report indicates these trees cannot be avoided and are not expected to survive, thus requiring removal. In addition, remaining trees that are proposed for preservation on and adjacent to the project site would be preserved through the implementation of the tree mitigation measures described in the arborist report. These mitigation measures will be required to be in place throughout the entire construction period.

D. County Code Section 96-10.002 (Underground Utilities - Exceptions) Exception Findings

There is an existing power pole located at the southwest corner of the property that will conflict with the required frontage improvements. Section 96-10.002 of the County Ordinance Code requires subdividers to underground utility distribution facilities along the project frontage. Approval of an exception request to this code section would allow the pole to remain in its existing place and taper the width of the road as it approaches the pole.

1. That there are unusual circumstances or conditions affecting the property.

Project Finding: The existing utility poles supporting the overhead lines along the frontage of the project contain electric service from PG&E and various utility services including AT&T, Comcast, and Wave Cable. The existing poles have services branching to an unknown number of homes on Walnut Boulevard and View Lane. In addition, the overhead lines connect to the poles at an unusual angle. Undergrounding of the lines would result in new guy wires extending into the front yard of neighboring properties which would significantly impact neighboring properties.

2. That the exception is necessary for the preservation and enjoyment of the substantial right of the applicant.

Project Finding: As discussed above, the alignment and angles of the overhead lines connecting to the utility poles present challenges for undergrounding. Additional guy wires and supports will be added encroaching into the neighboring properties that are not a part of this project.

3. That the granting of the exception will not be materially detrimental to the public welfare or injurious to other property in the territory in which the property is situated.

Project Finding: Leaving the existing overhead utility lines in place will not be detrimental to public welfare. All services will remain in place as is with minimal disruptions to neighboring properties. The guy wire supports will not encroach into neighboring yards as is the case with undergrounding. In addition, undergrounding the lines crossing Walnut Boulevard will cause a traffic burden on the community during construction.

Given the existing site conditions, Public Works will not be averse to the granting of this exception to allow the existing facilities to remain overhead, but the existing pole within the ultimate travel way will need to be relocated behind the sidewalk. In the event the western adjacent property is redeveloped, or the sidewalk is extended as a safe route to the nearby school, the curb alignment and travel way should not be encumbered by a utility pole.

E. County Code Sections 914-2.004(a) (Offsite Collect and Convey Requirements) and 914-12.002 (Detention Basins – Where Permitted)

Exception Findings

Section 914-2.004(a) requires runoff to be collected and conveyed without diversion. Section 914-12.002 sets the minimum storage volume for detention basins at 15 acre-feet, allowing for use of smaller systems with the approval of Public Works,

and establishment of a public maintenance entity. Approval of an exception request to these code sections would allow a smaller basin to be maintained by a private maintenance agreement, and water to be diverted from naturally flowing to an inlet at the north end of the property.

1. That there are unusual circumstances or conditions affecting the property.

Project Finding: Due to the size of the project site (2.88 acres) and the steep existing ground topography, a basin of fifteen acre-feet is impossible to achieve without exporting excessive volume of soil. In addition, the minimal drainage area of the site produces low stormwater runoff flow rates which do not necessitate the large configuration of the basin described in the code, and can take the runoff being diverted from the north end of the property.

2. That the exception is necessary for the preservation and enjoyment of the substantial right of the applicant.

Project Finding: As discussed above, the site in question cannot accommodate a fifteen-acre-foot basin while supporting any kind of development due to the existing topography. Requiring a fifteen-acre-foot basin would be inconsistent with both the State Density Bonus Law and Housing Accountability Act because the requirement would preclude the project at its requested density.

3. That the granting of the exception will not be materially detrimental to the public welfare or injurious to other property in the territory in which the property is situated.

Project Finding: The purpose of the detention basin is to mitigate additional flows generated by development of the site. By directing stormwater runoff into the basin, the development is reducing the overall flow rates leaving the site alleviating impacts downstream. The basin will be privately maintained in accordance with standard maintenance procedures for bioretention and detention basins. Due to the small size of the project site and the lack of public entity to maintain such a facility, Public Works is not averse to the granting of the exceptions and allowing the responsible individual(s) to maintain it along with their obligation to maintain the stormwater management aspects of the basin, which includes the diverted stormwater runoff.

F. California Environmental Quality Act (CEQA) Findings

A CEQA Initial Study/Mitigated Negative Declaration (IS/MND) was prepared for this project. It was determined that without mitigation the project may result in significant impacts in the environmental areas of Aesthetics, Air Quality, Biological

Resources, Tribal and Cultural Resources, Geology and Soils, and Noise. Therefore, pursuant to California Code of Regulations Section 15070, the IS/MND identified mitigation measures to be incorporated into the project that will reduce the impacts to less than significant levels. The IS/MND was posted for public review on June 21, 2023. The public comment period for accepting comments on the adequacy of the environmental document extended to July 21, 2023, during which thirteen public comment letters were received.

Pursuant to Section 21080.3.1 of the California Public Resources Code (PRC), correspondence detailing the project was provided to the Native American Tribes, the Wilton Rancheria on September 21, 2021, and the Confederated Villages of Lisjan Nation on January 7, 2023. The correspondence formally notified the Tribes of their opportunity to request consultation with the County regarding the potential for the project impacting tribal cultural resources, as defined in Section 21074 of PRC. Both Tribes did not request consultation, but did request to be notified if any findings were unearthed with the development of this project.

II. CONDITIONS OF APPROVAL FOR COUNTY FILE #CSD21-09581

DEPARTMENT OF CONSERVATION AND DEVELOPMENT, COMMUNITY DEVELOPMENT DIVISION (CDD), CONDITIONS OF APPROVAL FOR COUNTY FILE #CSD21-09581

Project Approval

- 1.** County file #CSD21-09581 and its Vesting Tentative Map for Subdivision 3180 Walnut Boulevard, is APPROVED, by the Department of Conservation and Development, Community Development Division (CDD) as generally shown and based on the following documents submitted to CDD on January 10, 2024:
 - Vesting Tentative Map for Subdivision 3180 Walnut Boulevard, prepared by DK Engineering;
 - Storm Water Control Plan, prepared by DK Engineering;
 - Preliminary Grading and Utility Plans, prepared by DK Engineering;
 - Architectural Plans, prepared by William Hezmalhalch Architects;
 - Site Setbacks Plan, prepared by DK Engineering;
 - House Height Exhibit, prepared by DK Engineering; and
 - Preliminary Landscape Plan, prepared by Ripley Design.

And the following reports and/or studies:

- Arborist Report, prepared by certified arborist Jennifer Tso (#WE-10270A) and of Traverso Tree Service, dated Jan 10, 2023;
 - Air Quality, Greenhouse Gas Emissions, and energy Supporting Information Report, prepared by FirstCarbon Solutions, dated December 1, 2022;
 - Biological Resource Analysis (BRA) Report, dated in July 2021, and subsequent BRA Report, dated May 2022, prepared by Olberding Environmental, Inc;
 - Archaeological Survey Report, prepared by Garcia and Associates (GANDA), dated March 18, 2020;
 - Historic Resource Assessment (HRA), prepared by FirstCarbon Solutions, dated December 16, 2022;
 - Preliminary Geotechnical Exploration, prepared by ENGEO, dated March 12, 2020; and
 - Noise Impact Analysis, prepared by FirstCarbon Solutions, dated September 28, 2022.
2. This Subdivision permit includes approval of a Concession to allow the use of gross acreage and not net acreage to calculate density pursuant to Government Code 65915(d) that results in 10 residential lots.
 3. This Subdivision permit includes approval of Waivers pursuant to Government Code 65915(e)(1) to allow the following development standards:

Lot #	Lot Area (20,000 square feet minimum)	Footprint Area in square feet	Depth (120 feet minimum)	Average Width (120 feet minimum)	Front yard Setback (25 feet minimum)	Side Yard Setback (15 feet, 35 feet aggregate, minimum)	Retaining Walls (structure setbacks in feet)
Lot 1	9,645	2,483	145.3	66.4	20	15 feet aggregate, (no yard less than 5 feet)	0
Lot 2	10,889	2,533	168.6	64.6	20	15 feet aggregate, (no yard less than 5 feet)	0
Lot 3	11,731	2,913	174.1	67.4	20	15 feet aggregate, (no yard less than 5 feet)	0
Lot 4*	10,764	2,533	150.6	71.5	1 foot to shunt turn around; 20 feet from street	15 feet aggregate, (no yard less than 5 feet)	0

Lot #	Lot Area (20,000 square feet minimum)	Footprint Area in square feet	Depth (120 feet minimum)	Average Width (120 feet minimum)	Front yard Setback (25 feet minimum)	Side Yard Setback (15 feet, 35 feet aggregate, minimum)	Retaining Walls (structure setbacks in feet)
Lot 5	13,270	2,533	132	100.5	20 feet to face of garage; 10 feet to living area	15 feet aggregate, (no yard less than 5 feet)	0
Lot 6	17,659	2,483	127.2	138.8	20	15 feet aggregate, (no yard less than 5 feet)	0
Lot 7	9,292	2,533	130.9	71	20	15 feet aggregate, (no yard less than 5 feet)	0
Lot 8	9,555	2,913	134.5	71	20	15 feet aggregate, (no yard less than 5 feet)	0
Lot 9	9,819	2,442	138.2	71	20	15 feet aggregate, (no yard less than 5 feet)	0
Lot 10	15,797	2,533	141.3	111.8	20	15 feet aggregate, (no yard less than 5 feet)	0

Notes:

* Designated as affordable unit

** Double frontage: 15 feet (20 feet minimum)

4. This Subdivision permit includes approval of a Tree Permit to allow removal of 43 code-protected trees, and work within the dripline of 17 code-protected trees:

Tree #	Tree Species (trunk diameter in inches)	Action	Reason
301	Almond (12")	Work w/in dripline	Development
302	Valley Oak (17")	Work w/in dripline	Development
303	Monterey Pine (36")	Work w/in dripline	Development
306	Holly Oak (7")	Work w/in dripline	Development
309	California Black Walnut (14")	Work w/in dripline	Development

310	Valley Oak (30")	Work w/in dripline	Development
314	Valley Oak (14")	Work w/in dripline	Development
315	English Walnut (46") Multi-stemmed	Remove	Development
316	California Black Walnut (23")	Work w/in dripline	Development
321	California Black Walnut (13") Multi-stemmed	Remove	Poor health
322	Valley Oak (13")	Work w/in dripline	Development
323	Valley Oak (12")	Work w/in dripline	Development
324	Olive (18")	Work w/in dripline	Development
325	Almond (18") Multi-stemmed	Remove	Poor health
326	California Black Walnut (20")	Remove	Development
327	Valley Oak (24")	Work w/in dripline	Development
328	Valley Oak (11")	Work w/in dripline	Development
330	Plum (10")	Remove	Poor health
331	Almond (11")	Work w/in dripline	Development
332	Valley Oak (18")	Remove	Development
333	Almond (12") Multi-stemmed	Remove	Poor health
334	Valley Oak (15")	Work w/in dripline	Development
335	Valley Oak (19")	Remove	Development
338	Valley Oak (20")	Work w/in dripline	Development
339	Valley Oak (8")	Work w/in dripline	Development
340	Valley Oak (9")	Remove	Development
341	Valley Oak (13")	Remove	Development
342	Valley Oak (21")	Remove	Development
343	Valley Oak (17")	Remove	Development
344	Pecan (20") Multi-stemmed	Remove	Development
345	Pecan (7")	Remove	Development
346	Valley Oak (15") Multi-stemmed	Remove	Development
347	Pecan (31")	Remove	Development
348	English Hawthorn (20") Multi-stemmed	Remove	Development
349	Pepper (54") Multi-stemmed	Remove	Development
350	California Black Walnut (22")	Remove	Development
351	California Black Walnut (22") Multi-stemmed	Remove	Development

352	California Black Walnut (32") Multi-stemmed	Remove	Development
353	English Walnut (10")	Remove	Development
354	Apricot (7")	Remove	Development
355	Persimmon (18") Multi-stemmed	Remove	Development
356	Valley Oak (18")	Remove	Development
357	Pecan (37")	Remove	Development
358	Valley Oak (22")	Remove	Development
359	Holly Oak (12")	Remove	Development
360	Holly Oak (14")	Remove	Development
361	Valley Oak (14")	Remove	Development
362	Privet (20") Multi-stemmed	Remove	Development
363	Holly Oak (7")	Remove	Development
364	Privet (7")	Remove	Development
365	Privet (18") Multi-stemmed	Remove	Development
366	Holly Oak (7")	Remove	Development
367	California Black Walnut (14") Multi-stemmed	Remove	Development
368	Privet (28") Multi-stemmed	Remove	Development
369	Almond (19") Multi-stemmed		Development
370	California Black Walnut (19")	Remove	Development
371	English Walnut (18")	Remove	Development
372	California Black Walnut (14")	Remove	Development
373	English Walnut (26") Multi-stemmed	Remove	Development
374	Almond (28") Multi-stemmed	Remove	Development

5. The maximum number of lots approved for this subdivision is 10 residential lots.

Application Fees

6. This application is subject to an initial application deposit of \$10,000, which was paid with the application submittal, plus time and materials costs if the application review expenses exceed 100% of the initial deposit. Any additional costs due must be paid within 60 days of the permit effective date or prior to use of the permit,

whichever occurs first. The applicant may obtain current costs by contacting the project planner.

Indemnification

- 7.** Prior to recordation of the Final Map or submittal of a building permit, whichever occurs first, Pursuant to Government Code Section 66474.9, the applicant (including the subdivider or any agent thereof) shall defend, indemnify, and hold harmless the County, its agents, officers, and employees from any claim, action, or proceeding against the Agency (the County) or its agents, officers, or employees, to attack, set aside, void, or annul, the Agency's approval concerning this subdivision map application, which action is brought within the time period provided in Section 66499.37. The County will promptly notify the subdivider of any such claim, action, or proceeding and cooperate fully in the defense.

Compliance Report

- 8.** A permit compliance report shall be submitted to the Department of Conservation and Development, Community Development Division (CDD) for review and approval. The report shall identify all conditions of approval that are administered by the CDD. The report shall document the measures to be taken to satisfy all relevant conditions. Unless otherwise indicated, the permit compliance report will be required to demonstrate compliance with the applicable conditions of this report prior to filing the Final Map or planning approval of a grading or building permit, whichever occurs first.

The permit compliance report will be filed and reviewed through a Condition of Approval Compliance Check application with an initial deposit of \$2,000 (subject to time and materials).

Fencing

- 9.** Prior to planning approval of a grading or building permit, a fencing plan program shall be submitted to CDD for the review and approval. The approved program shall be attached to the CC&Rs.

Covenants, Conditions and Restrictions (CC&R's)

- 10.** Prior to recordation of the Final Map, Covenants, Conditions and Restrictions (CC&R's) shall be submitted to CDD for review and approval. This document shall include the maintenance obligation requirements of Public Works condition(s) of approval. The CC&Rs shall also require occupants to maintain garage spaces in a manner, which makes them available for off-street parking.

Signs/Walls

- 11.** Prior to planning approval of a grading or building permit, the details of the design, location, color and type of materials for any proposed signs and/or masonry walls shall be submitted to CDD for review and approval.

Park Impact Fee

- 12.** Prior to issuance of a building permit for a new residence, the applicable park impact fee as established by the Board of Supervisors shall be paid.

Park Dedication Fee

- 13.** Prior to issuance of a building permit for a new residence, the applicable park dedication fee as established by the Board of Supervisors shall be paid.

Child Care

- 14.** Prior to issuance of a building permit for a new residence, a fee for childcare facility needs in the area, as established by the Board of Supervisors, shall be paid.

Police Services District

- 15.** Election for Establishment of a Police Services District to Augment Police Services: Prior to the recordation of the Final Map, the owner of the property shall participate in the provision of funding to maintain and augment police services by voting to approve a special tax for the parcels created by this subdivision approval. The tax shall be per parcel annual amount (with appropriate future CPI adjustment) established at the time of voting by the Board of Supervisors. The election to provide for the tax shall be completed prior to filing the Final Map. The property owner shall be responsible for paying the cost of holding the election, payable at

the time the election is requested by the owner. Allow a minimum of three to four months for processing.

Exterior Lighting

- 16.** Prior to planning approval of a building permit, a Lighting Plan shall be submitted for review and approval by the CDD. At a minimum, the plan shall include the following measures:
- a. All outdoor lighting, including façade, yard, security, and streetlights, shall be oriented down, onto the project site or road.
 - b. Back shields or functionally similar design elements shall be installed on every lighting pole to reduce lighting from spilling off site, and to ensure that lighting remains within the project site.
- (AES-1)**

Biological Resources

- 17.** If project construction-related activities take place during the nesting season (February through August), an avian pre-construction survey for nesting passerine birds and raptors (birds of prey) within the project site and the trees within the adjacent riparian area shall be conducted by a qualified Biologist no more than 14 days prior to the commencement of the tree removal or project construction-related activities. If any bird listed under the Migratory Bird Treaty Act (MBTA) is found to be nesting within the project site or within the area of influence, an adequate protective buffer zone shall be established by a qualified Biologist to protect the nesting site. This buffer shall be a minimum of 75 feet from the project activities for passerine birds, and a minimum of 200 feet for raptors. The distance shall be determined by a qualified Biologist based on the site conditions (topography, if the nest is in a line of sight of the construction and the sensitivity of the birds nesting). The nest site(s) shall be monitored by a qualified Biologist periodically to see if the birds are stressed by the construction activities and if the protective buffer needs to be increased. Once the young have fledged and are flying well enough to avoid project construction zones (typically by August), a qualified Biologist shall determine if the project can proceed

without further regard to the nest site(s). Prior to issuance of a building or grading permit, the CDD shall determine if project construction-related activities will take place during the nesting season, and if so, the avian pre-construction survey shall be reviewed and approved by the CDD.

(MM BIO-1)

- 18.** If project construction-related activities take place during seasonal periods of bat activity (mid-February through mid-October – ca. February 15–April 15, and August 15–October 30), a bat habitat assessment within the project site shall be conducted by a qualified Bat Biologist to determine suitability of each tree or existing structure as bat roost habitat. Structures found to have no suitable openings can be considered clear for project activities as long as they are maintained so that new openings do not occur. Structures found to provide suitable roosting habitat, but without evidence of use by bats, may be sealed until project activities occur, as recommended by the Bat Biologist. Structures with openings and exhibiting evidence of use by bats shall be scheduled for humane bat exclusion and eviction, conducted during appropriate seasons, and under supervision of a qualified Bat Biologist. Bat exclusion and eviction shall only occur between February 15 and April 15, and from August 15 through October 30, in order to avoid take of non-volant (non-flying or inactive, either young, or seasonally torpid) individuals. Prior to issuance of a building or grading permit, the CDD shall determine if project construction-related activities will take place during seasonal periods of bat activity, and if so, the bat habitat assessment shall be reviewed and approved by the CDD.

(MM BIO-2)

- 19.** A pre-construction survey for special-status reptile species shall be conducted no more than 48 hours prior to the commencement of tree removal or project construction related activities to determine presence/absence of these species. Worker Environmental Awareness training discussing the potential for these species shall be conducted by a qualified Biologist or Biological Monitor for all construction personnel working within the project site. Prior to issuance of a building or grading permit, the reptile pre-construction survey shall be reviewed and approved by the CDD.

(MM BIO-3)

20. No work (including vegetation removal) shall take place within the riparian corridor and ephemeral drainage as indicated in the Biological Resource Analysis (BRA) Report completed by Olberding Environmental, Inc (Olberding) dated January 2023, unless evidence is provided to the CDD that the California Department of Fish and Wildlife (CDFW), Regional Water Quality Control Board (RWQCB), and/or United States Army Corp of Engineers (USACE) reviewed and approved work within these areas. The plan set for a building permit shall show fencing that is approved by a qualified biologist to ensure work does not take place in this area. As-built photos shall be required prior to issuance of a grading or building permit to ensure that this fencing is installed.

(MM BIO-4)

21. At no time shall silt-laden runoff be allowed to enter on-site aquatic features and their associated habitats. Erosion control measures shall be utilized throughout all phases of operation where sediment runoff from the project may enter these aquatic features. Best Management Practices (BMPs) to avoid erosion, uncontrolled stormwater runoff and bank deterioration shall be implemented, following the requirements of the proposed project's Stormwater Control Plan, and typically include silt fencing, coir rolls, and/or straw bale dikes.

(MM BIO-5)

22. No substances toxic to fish and wildlife shall be discharged or allowed to leach into the aquatic features present on-site. Materials deleterious or toxic to fish and wildlife, including, but not limited to, asphalt, tires, concrete, construction materials, treated wood, and creosote containing materials, shall not be stockpiled within 100 feet of any aquatic feature present on-site.

(MM BIO-6)

Restitution for Tree Removal

23. The following measures are intended to provide restitution for the removal of 43 code-protected trees:

A. Tree Replacement Plan: Prior to planning approval of a grading or building permit, the applicant shall submit a Tree Replacement Plan prepared by a licensed arborist or landscape architect for the review and approval of CDD. The Plan shall provide for the planting of at least 20 trees, minimum 15-gallons in size. The Plan shall show trees to be planted along Walnut Boulevard, and to provide screening between lots 5 and 6 and the neighboring properties, and shall be implemented prior to requesting a final inspection of the residential building permit for each lot.

- B. Required Security to Assure Completion of Plan Improvements: Prior to issuance of a grading or building permit, the applicant shall submit a security (e.g., bond, cash deposit) that is acceptable to CDD to ensure that the Tree Replacement Plan is implemented.

Determination of Security Amount: The security shall provide for a breakdown of all of the following costs:

- A labor and materials estimate for planting the 20 trees, minimum 15-gallons in size, and related irrigation improvements that may be required, prepared by a licensed landscape architect or landscape contractor.
 - An additional 20% of the total of the above amounts to address inflation costs.
- C. Initial Deposit for Processing of Security: The County ordinance requires that the applicant pay fees to cover all staff time and material costs of staff for processing the landscape improvement security. At the time of submittal of the security, the applicant shall pay an initial deposit of \$200.
- D. Duration of Security: The security bond for each lot shall be retained by the County for a minimum of 12 months up to 24 months following final building inspection. A prerequisite of releasing the bond between 12 and 24 months shall be to have the applicant arrange for the consulting arborist to inspect the trees and to prepare a report on the trees' health. In the event that CDD determines that the tree(s) intended to be protected has been damaged, and CDD determines that the applicant has not been diligent in providing reasonable restitution, then CDD may require that all part of the security be used to provide for mitigation of the damaged tree(s). Should one security be submitted for all lots, the security may be released upon complying with the requirements stated above and upon approval of a final inspection for the last lot constructed.

(MM BIO-7)

24. Tree removal shall occur only with an approved grading or building permit.

Contingency Restitution for Work Within the Dripline

25. Pursuant to the requirements of Section 816-6.1204 of the Tree Protection and Preservation Ordinance, to address the possibility that construction activity nevertheless damages the tree(s) where work is within their dripline, the applicant shall provide the County with a security (e.g. bond, cash deposit) prior to planning approval of a grading or building permit, to allow for replacement of tree(s) intended to be preserved that are significantly damaged by construction activity. The security shall be based on:

- A. Extent of Possible Restitution Improvements – The planting of at least 20 trees, minimum 15-gallons in size, in the vicinity of the affected tree(s), or equivalent planting contribution, and subject to prior review and approval of CDD.
- B. Determination of Security Amount: The security shall be submitted for each lot and provide for all of the following costs:
 - A labor and materials estimate for planting 20 trees, minimum 15-gallons in size, and related irrigation improvements that may be required, prepared by a licensed landscape architect or landscape contractor.
 - An additional 20% of the total of the above amounts to address inflation costs.
- C. Initial Deposit for Processing of Security – The County Ordinance requires that the applicant cover all time and material costs of staff for processing a tree protection security. The Applicant shall pay an initial fee deposit of \$200 at time of submittal of a security.
- D. Duration of Security: The security bond for each lot shall be retained by the County for a minimum of 12 months up to 24 months following final building inspection. A prerequisite of releasing the bond between 12 and 24 months shall be to have the applicant arrange for the consulting arborist to inspect the tree(s) and to prepare a report on the trees' health. In the event that CDD determines that the tree intended to be protected has been damaged by development activity, and CDD determines that the applicant has not been diligent in providing reasonable restitution of the damaged trees, then CDD may require that all part of the security be used to provide for mitigation of the

damaged tree(s). Should one security be submitted for all lots, the security may be released upon complying with the requirements stated above and upon approval of a final inspection for the last lot constructed.

(MM BIO-8)

Tree Protection

The following Tree Protection conditions shall be implemented during project construction and shall be stated on the site plan for building permit(s) as construction notes:

- 26.** The *Tree Protection Recommendations (TPR)* from the approved arborist report shall be present in the construction plans to be submitted for a building permit application, and shall be executed onsite during all phases of construction.
- 27.** Prior to issuance of a grading or building permit, the tree protective fencing as depicted in the approved arborist report shall be installed onsite. Color photographs of the installed fencing shall be submitted to CDD staff as evidence that this condition has been satisfied.
- 28.** Storage or parking vehicles, building materials, refuse, excavated spoils, or dumping of paint or poisonous materials on or around trees and roots is prohibited.
- 29.** Any construction activities that occur within the dripline of a tree, an arborist should be present. The arborist shall have the authority to require implementation of measures to protect the tree(s).
- 30.** The applicant shall immediately notify CDD staff of any damage that occurs to any tree during construction. Any tree not approved for destruction or removal that dies or is significantly damaged as a result of this project shall be replaced with a tree or trees of equivalent size and of a species as approved by the CDD to be reasonably appropriate for the situation.

Water Efficient Landscape Ordinance (WELo)

- 31.** Prior to planning approval of a building permit for a new residence, a completed WELo Part I for the landscaping specific to that property, shall be submitted to

CDD for review and approval. The approved Landscaping Plans under WELO Part I shall be present in the plans for a building permit.

- 32.** Prior to final building inspection, a completed WELO Part II – Certificate of Completion shall be submitted to CDD staff for review and approval.
- 33.** All landscaping shall comply with California Model Water Efficient Landscape Ordinance (Division 2, Title 23, California Code of Regulations, Chapter 2.7, Sections 490 through 495) and/or any applicable State mandated landscape/water related requirements applicable at the time of landscaping installation for the project. To the maximum extent feasible, landscaping plans shall use drought tolerant vegetation for the development.

Air Quality

- 34.** The following Bay Area Air Quality Management District, Basic Construction mitigation measures shall be implemented during project construction and shall be stated on the plans for building permit(s) as construction notes:
 - a. All exposed non-paved surfaces (e.g., parking areas, staging areas, soil piles, graded areas, and unpaved access roads) shall be watered at least two times per day and/or non-toxic soil stabilizers shall be applied to exposed non-paved surfaces.
 - b. All haul trucks transporting soil, sand, or other loose material off-site shall be covered and/or shall maintain at least 2 feet of freeboard.
 - c. All visible mud or dirt track-out onto adjacent public roads shall be removed using wet power vacuum street sweepers at least once per day. The use of dry power sweeping is prohibited.
 - d. All vehicle speeds on unpaved roads shall be limited to 15 mph.
 - e. All roadways, driveways, and sidewalks to be paved shall be completed as soon as possible. Building pads shall be laid as soon as possible after grading unless seeding or soil binders are used.
 - f. Idling times shall be minimized either by shutting equipment off when not in use or reducing the maximum idling time to 5 minutes (as required by the California airborne toxics control measure Title 13, Section 2485 of California Code of Regulations [CCR]). Clear signage regarding idling restrictions shall be provided for construction workers at all access points.
 - g. All construction equipment shall be maintained and properly tuned in accordance with manufacturer's specifications. All equipment shall be checked by a certified mechanic and determined to be running in proper condition prior to operation.

- h. The prime construction contractor shall post a publicly visible sign with the telephone number and person to contact regarding dust complaints. This person shall take corrective action within 48 hours of receipt of the complaint. The Bay Area Air Quality Management District (BAAQMD) phone number shall also be visible to ensure compliance with applicable regulations. A copy of this sign shall be provided to the Community Development Division (CDD).

(MM AIR-1)

35. The following Mitigation Measure shall be implemented during project construction and shall be included on all construction plans:

- a. All off-road equipment equal to or greater than 25 horsepower shall meet either United States Environmental Protection Agency (EPA) or California Air Resources Board (ARB) Tier 4 Final off-road emission standards during all construction activities.
- b. Prior to issuance of a grading or building permit, a construction management plan shall be submitted to the CDD for review and approval. The construction management plan shall demonstrate that the off-road equipment used on-site to construct the proposed project would comply with Tier 4 Final off-road emission standards. Off-road equipment descriptions and information included in the construction management plan should include, but is not limited to, equipment type, equipment manufacturer, equipment identification number, engine model year, engine certification (Tier rating), horsepower, and engine serial number.

(MM AIR-2)

Cultural Resources

The following Cultural Resources mitigation measures shall be implemented during project construction and shall be stated on the plans for building permit(s) as construction notes:

- 36.** All project-related ground disturbance shall be monitored by an archaeologist who meets the Secretary of the Interior's professional qualification standards for archaeology. In the event that significant cultural resources are discovered during construction activities, the applicant/project owner or sponsor shall ensure that operations within a 100-foot radius of the find shall cease and the archaeologist will be consulted to determine whether the resource requires further study. The standard inadvertent discovery clause shall be included on the plans for grading permit(s) as construction notes to inform contractors of this requirement.

Potentially significant cultural resources consist of but are not limited to stone, bone, fossils, wood, or shell artifacts or features, including hearths, structural remains, or historic dumpsites. The archaeologist shall make recommendations to the County concerning appropriate measures, which shall be implemented by the applicant/project owner or sponsor to protect the discovered resources, including but not limited to recordation on appropriate California Department of Parks and Recreation (DPR) forms, evaluation, or excavation of the finds in accordance with CEQA Guidelines, Section 15064.5.

(MM CUL-1)

- 37.** In the event of accidental discovery or recognition of any human remains, CEQA Guidelines Section 15064.5, Health and Safety Code Section 7050.5, and Public Resources Code Sections 5097.94 and 5097.98 shall be followed. If during the course of construction activities there is accidental discovery or recognition of any human remains, the following steps shall be taken:
- A. There shall be no further excavation or disturbance within 100 feet of the remains until the County Coroner is contacted to determine if the remains are Native American and if an investigation of the cause of death is required. If the coroner determines the remains to be Native American, the coroner shall contact the Native American Heritage Commission (NAHC) within 24 hours, and the NAHC shall identify the person or persons it believes to be the Most Likely Descendant (MLD) of the deceased Native American. The MLD may make recommendations to the landowner or the person responsible for the excavation work within 48 hours, for means of treating or disposing of, with appropriate dignity, the human remains and any associated grave goods as provided in Public Resources Code section 5097.98.
 - B. Where the following conditions occur, the landowner or his or her authorized representative shall rebury the Native American human remains and associated grave goods with appropriate dignity either in accordance with the recommendations of the most likely descendant or on the project site in a location not subject to further subsurface disturbance:
 - The NAHC is unable to identify a most likely descendent or the most likely descendent failed to make a recommendation within 48 hours after being notified by the commission.
 - The descendant identified fails to make a recommendation.

- The landowner or his authorized representative rejects the recommendation of the descendant, and mediation by the NAHC fails to provide measures acceptable to the landowner.

(MM CUL-3)

Geology

38. Prior to submittal of a building or grading permit, the project applicant shall incorporate all recommendations provided in the project-Geotechnical Exploration into project plans, which shall be subject to review and approval by the County Geologist, or designee, prior to permit issuance. The geotechnical recommendations shall be implemented including general earthwork recommendations for site preparation, conditioning of expansive soils, removal of buried structures, removal of fill and disturbed soil, surface and subsurface drainage, biofiltration facilities, foundations, concrete flatwork, retaining walls, spread and pier footings, pavement areas, utility trenches, project review, and construction monitoring. Additionally, these include recommendations related to structural design, foundation design, foundation systems, slabs, moisture barriers, seismic design, walls, footings, slabs and walkways, concrete design, corrosion, pavement design, as well as lot maintenance, and future plan reviews.

(MM GEO-1)

39. The applicant shall retain a qualified Paleontologist to conduct paleontological monitoring during all earth-disturbing construction activities. Should any significant fossils (I.e., bones, teeth, or unusually abundant and well-preserved invertebrates or plants) be unearthed, the construction crew shall not attempt to remove them, as they could be extremely fragile and prone to crumbling, and to ensure their occurrence is properly recorded; instead, all work in the immediate vicinity of the discovery shall be diverted at least 15 feet until a professional paleontologist assesses the find and, if deemed appropriate, salvages it in a timely manner. All recovered fossils shall be deposited in an appropriate repository, such as the University of California Museum of Paleontology (UCMP), where they would be properly curated and made accessible for future study. Prior to issuance of a grading or building permit, evidence shall be provided to CDD that a qualified paleontologist is contracted to implement this mitigation measure.

(MM GEO-2)

Construction Restrictions

The following Construction Restrictions shall be implemented during project construction and shall be stated on the plans for building permit(s) as construction notes:

(MM NOI-1)

- 40.** Unless specifically approved otherwise via prior authorization from the Zoning Administrator, all construction activities shall be limited to the hours of 8:00 A.M. to 5:00 P.M., Monday through Friday, and are prohibited on State and Federal holidays on the calendar dates that these holidays are observed by the State or Federal government as listed below:

- New Year's Day (State and Federal)
- Birthday of Martin Luther King, Jr. (State and Federal)
- Washington's Birthday (Federal)
- Lincoln's Birthday (State)
- President's Day (State)
- Cesar Chavez Day (State)
- Memorial Day (State and Federal)
- Juneteenth National Independence Holiday (Federal)
- Independence Day (State and Federal)
- Labor Day (State and Federal)
- Columbus Day (Federal)
- Veterans Day (State and Federal)
- Thanksgiving Day (State and Federal)
- Day after Thanksgiving (State)
- Christmas Day (State and Federal)

For specific details on the actual day the State and Federal holidays occur, please visit the following websites:

Federal Holidays: [Federal Holidays \(opm.gov\)](https://www.opm.gov)

California Holidays: <http://www.ftb.ca.gov/aboutftb/holidays.shtml>

Transportation of large trucks and heavy equipment is subject to the same restrictions that are imposed on construction activities, except that the hours are limited to 9:00 AM to 4:00 PM.

- 41.** Contractor and/or developer shall comply with the following construction requirements:
- A. The construction contractor shall ensure that all equipment driven by internal combustion engines shall be equipped with mufflers, which are in good condition and appropriate for the equipment.
 - B. The construction contractor shall ensure that unnecessary idling of internal combustion engines (i.e., idling in excess of 5 minutes) is prohibited.
 - C. The construction contractor shall utilize "quiet" models of air compressors and other stationary noise sources where such market available technology exists.
 - D. At all times during project grading and construction, the construction contractor shall ensure that stationary noise-generating equipment shall be located as far as practicable from sensitive receptors and placed so that emitted noise is directed away from the nearest residential land uses.
 - E. The construction contractor shall designate a noise disturbance coordinator who would be responsible for responding to any local complaints about construction noise. The disturbance coordinator would determine the cause of the noise complaints (starting too early, bad muffler, and establish reasonable measures necessary to correct the problem. The construction contractor shall visibly post a telephone number for the disturbance coordinator at the construction site.

Street Names

- 42.** Prior to the recordation of the Final Map, proposed name(s) shall be submitted for review by the Department of Conservation and Development, GIS/Mapping Section. Alternate street names should be submitted. The Final Map cannot be certified by CDD without the approved street names.

Power Lines

- 43.** Where a lot is located within 300 feet of a high voltage electric transmission line, the applicant shall record the following as a deed disclosure:

"The subject property is located near a high voltage electric transmission line. Purchasers should be aware that there is ongoing research on possible potential adverse health effects caused by the exposure to a magnetic field generated by high voltage lines. Although much more research is needed before the question of whether magnetic fields actually cause adverse health effects can be resolved, the

basis for such a hypothesis is established. At this time no risk assessment has been made.”

When a Final Subdivision Report issued by the California Department of Real Estate is required, the applicant shall also request that the Department of Real Estate insert the above note in the report.

Will Serve Letters

44. Prior to recordation of the Final Map, a copy of a will-serve letter from East Bay Municipal Utility District shall be submitted to CDD.
45. Prior to recordation of the Final Map, a copy of a will-serve letter from Central Contra Costa Sanitary District shall be submitted to CDD.

Electric Vehicle

46. In accordance with the County’s Electric Vehicle (EV) Ordinance, a listed raceway to accommodate a dedicated 208/240-volt branch circuit shall be installed for each new residence.

DEPARTMENT OF CONSERVATION AND DEVELOPMENT, HOUSING AND COMMUNITY IMPROVEMENT (HCI) DIVISION, CONDITIONS OF APPROVAL FOR COUNTY FILE #CDS21-09581

47. Inclusionary Housing Ordinance: This project is subject to County Ordinance Code, Chapter 822-4, Inclusionary Housing Ordinance. Terms and definitions regarding the Inclusionary Housing Ordinance are pursuant to this chapter. Pursuant to Section 822-4.402(b) of the County Ordinance Code, a residential development of five or more for-sale units shall require at least fifteen percent of the for-sale units to be developed and sold as affordable units. At least twenty percent of the inclusionary units shall be sold at an affordable price to lower-income households. The remaining units shall be sold to moderate-income families at an affordable price.
48. For-Sale Inclusionary Housing and Partial In-Lieu Fee: The applicant, owner, and/or developer (Applicant) is required to construct 1.35 affordable units (9 total base

units x 0.15 of total = 1.35 units) for the project. The Applicant has submitted a revised project proposal that included an Inclusionary Housing Plan and density bonus request dated March 22, 2022, that proposed to construct one for-sale moderate income inclusionary unit (affordable to households with an income up to 120% of Area Median Income) on Lot 4 of the property. The unit on Lot 4 is an approximately 2,533-square-foot single-family detached home consisting of four bedrooms. The one moderate-income unit proposed for compliance with the Inclusionary Housing Ordinance requirements is the same moderate-income unit required for compliance with the Density Bonus request. This unit may be referenced as inclusionary unit, density bonus unit, or both in these conditions. The requirements for the one moderate-income unit must comply with both the Inclusionary Housing Ordinance and State Density Bonus law, and the most restrictive requirements would apply.

The Applicant has proposed to pay a partial in-lieu fee for the fractional 0.35 inclusionary unit, and the County has accepted this proposal. The current calculation of the partial in-lieu fee for the fractional inclusionary unit is \$15,444.00. The final calculation of the in-lieu fee will be calculated upon payment. This in-lieu fee is non-refundable and non-transferable. A partial in-lieu fee of \$15,444.00 will be paid for the fractional .35 unit (.35 = 26% of the fee total of \$59,401. 26% of this fee = \$15,444.00)

- 49.** Density Bonus Request: The Applicant submitted a revised project description which included a density bonus request dated March 22, 2022, which proposed constructing ten percent of the total dwelling units of a housing development where all units are offered to the public for purchase. The Applicant proposed constructing one moderate-income unit, constituting eleven percent of the total for-sale units in the development.
- 50.** Density Bonus – Concession or Incentive: Pursuant to Government Code 65915(d), the Applicant may request one project concession or incentive for providing eleven percent (one unit) for moderate-income units of the total units within the for-sale housing development. The Applicant requested the concession to utilize gross acreage to calculate the maximum density allowed for the site instead of using the net acreage as required in the General Plan.

The County accepted the Applicant's request to use gross acreage when calculating the maximum base density allowed on the property and density bonus. This allowed for a maximum base density of nine units instead of eight units, a six percent density bonus (one unit) for ten units in the housing development.

51. Density Bonus – Reduction in Development Standards: Pursuant to Government Code 65915(e), the Applicant proposed a waiver or reduction of the following development standards:

- Lot Area – where the County Ordinance Code requires a minimum parcel size of 20,000 square feet, the proposed lot sizes range from 9,292 to 17,659 square feet.
- Lot Width – where the County Ordinance Code requires a minimum average lot width of 120 feet, the proposed average lot widths range from 66.4 to 138.8 feet.
- Lot Depth – where the County Ordinance Code requires a minimum of 120 feet in depth, the proposed lot depths range from 127.2 to 174.1 feet. The lot depths for all proposed lots comply with the minimum requirement as proposed.
- Housing setbacks - where the County Ordinance Code requires a minimum front yard setback of 25 feet, a minimum side yard of 15 feet, and a minimum aggregate side yard of 35 feet, the proposed front yard setbacks and side yards are per the table under condition of approval #3.
- Retaining Wall Structure Setbacks – where the County Ordinance Code considers all retaining walls over three feet as a structure that must meet all setback requirements, the proposed retaining wall setback is 0 feet on all lots.

52. Inclusionary Housing and Density Bonus Developer Agreement: Prior to recordation of the Final Map, Parcel Map, or CDD stamp-approval of plans for issuance of building permits or grading permits for any portion of the residential development, whichever comes first, the Applicant shall execute an Inclusionary Housing and Density Bonus Housing Agreement (Agreement), form to be provided by the County, with the County pursuant to Chapter 822-4 Inclusionary Housing,

Chapter 822-2 Density Bonus, and Government Code 95915 to ensure that the property will be deed restricted for one unit to be affordable and sold to a moderate income household. The 90-day period allows for the preparation, County approval, and recordation of the Agreement prior to the milestones referenced above.

To initiate the County to prepare and execute an Agreement, the Applicant must file a condition of approval compliance review application accompanied by the appropriate fees, documents, and exhibits listed in the most recent Inclusionary Housing Plan Checklist and/or Density Bonus Plan Checklist. The Agreement must be submitted to the Board of Supervisors before execution by all parties and recordation.

The Agreement will establish the process for determining the unit's maximum sales price, buyer eligibility, and additional program details as referenced in Chapter 822-4, Inclusionary Housing Ordinance, and Government Code 65915.

A detailed timeline for the project, including the project's construction, marketing, the Applicant accepting and reviewing applications from qualified households, and the sale of the inclusionary unit.

53. General: The following are general terms for granting a density bonus and compliance with the Inclusionary Housing Ordinance.

- a. The Applicant hereby represents warrants and covenants that will cause the Agreement to be recorded in the real property records of Contra Costa County, California, and other places the County may reasonably request. The Applicant shall pay fees incurred with any such recording. The recording of the Agreement shall occur after the acceptance of the document by the County and before the recordation of the Final Map, Parcel Map, or CDD stamp-approval of plans for issuance of building permits or grading permits for any portion of the residential development, whichever comes first.
- b. The one inclusionary unit in the project shall be available for sale to members of the general public who are income eligible. The Applicant shall not give preference to any particular class or group of persons in selling the units, except that the units must be sold to a household with income no higher than 120% of the Area Median Income. There shall be no discrimination against or

segregation of any person or group of persons on account of race, color, creed, religion, sex, sexual orientation, marital status, national origin, source of income (e.g., SSI), age (except for lawful senior housing), ancestry, or disability, in the sale of the unit in the project nor shall the Applicant or any person claiming under or through the Applicant, establish or permit any such practice or practices of discrimination or segregation concerning the selection, location, number, use or occupancy of homeowners of any unit in connection with employment of persons for construction of the project.

- c. County will provide the Applicant with income certification forms to be completed by the potential homebuyers. The income levels of all moderate-income household applicants for the inclusionary/density bonus unit shall be pre-certified by the Applicant (or subsequent holder of the Agreement(s)) prior to submittal to the County for review and approval.
- d. Upon violating any of the Agreement's provisions by the Applicant, the County may give written notice to the Applicant specifying the nature of the breach. If the violation is not corrected to the satisfaction of the County within a reasonable period, not longer than thirty (30) days after the date the notice is deemed received, or within such further time as the County determines is necessary to correct the violation, the County may declare a default under the Agreement. Upon declaration of a default or if the County determines that the Applicant has made any misrepresentation in connection with receiving any benefits under this Agreement, the County may apply to a court of competent jurisdiction for such relief at law or in equity as may be appropriate.

54. Term of Affordability: The inclusionary unit shall be deed-restricted so that if the home is sold within forty-five (45) years, it must be sold at an affordable sales price to a moderate-income household. The inclusionary unit shall be deed-restricted upon sale to ensure the continued affordability of this unit for the required term of affordability in accordance with Government Code 65915.

55. Development Standards: The inclusionary unit must be constructed and finished in compliance with the approved Inclusionary Housing Plan. The unit is subject to the standards of Section 822.4.412 of the County Ordinance.

- a. The inclusionary unit must be constructed and occupied before or concurrently with the market rate units within the same residential development. A hold will

be placed on the final inspection/occupancy for all building permits issued within the subdivision to ensure that the inclusionary/density bonus unit meets this requirement.

- b. The average number of bedrooms for the inclusionary unit must be equivalent to the average number of bedrooms for market-rate units within the same residential development.

56. Marketing and Homebuyer Selection: It is anticipated that the Applicant will construct all project units and market them before construction completion. The Applicant shall submit documentation and other information to the County for review and approval at least 90 days prior to construction completion and prior to the Applicant's request for a final building inspection and final occupancy of the building. The documentation and information required for review and approval are listed in the most recent Inclusionary Housing Plan Checklist or Density Bonus Plan Checklist and include, but are not limited to, the following:

- a. Marketing Plan
- b. Homebuyer Selection Plan. The homebuyer selection plan should include a provision for a lottery process for the inclusionary/density bonus unit.
- c. Marketing Materials, including translated Marketing Materials in Spanish and Chinese.

In addition to other marketing efforts proposed by the Applicant in the marketing plan, the inclusionary unit shall be marketed through local, non-profit, social service, faith-based, and other organizations with potential buyers as clients or constituents. Marketing materials shall be made available online for at least one month before the first sale and shared with County Housing staff to promote to its mailing lists. The Applicant shall translate marketing materials, and the marketing plan shall be submitted to the Department of Conservation and Development before marketing the inclusionary housing unit.

Marketing may also include publicity through local television and radio stations as well as local newspapers, including the Contra Costa Times, Classified Flea Market, El Mensajero, La Opinion, Thoi Bao Magazine, Berkeley/Richmond/San Francisco Posts, Korea Times, El Mundo, Hankook Il Bo, and the Sing Tao Daily.

57. Marketing and Homebuyer Selection: The developer shall refer all qualified homebuyers to a HUD Homebuyer Counselor prior to the sale of the inclusionary unit.

- 58. For-Sale Inclusionary/Density Bonus Unit Restrictions:** The initial sale of a for-sale inclusionary unit shall occur only to a household that meets the following criteria:
- a. The household has not owned a residence within the previous three years; and
 - b. The household has no more than two hundred fifty thousand dollars in assets. The amount excludes assets reserved for a down payment and closing costs, assets in retirement savings accounts, and medical savings accounts.
 - c. The purchaser of the for-sale inclusionary/density bonus unit must agree to occupy the dwelling unit as their principal residence.
 - d. The term of affordability for the inclusionary/density bonus unit is 45 years.

The for-sale inclusionary unit may be resold after the initial sale to a moderate-income purchaser at a moderate-income sales price.

If a moderate-income purchaser cannot be found after diligently marketing the unit widely and after a period determined by DCD, the unit may be sold to an above-moderate-income purchaser at a market price, provided that the sale results in a recapture by the County of financial interest in the unit equal to the sum of:

The difference between the initial affordable sales price and the appraised market value of the unit at the time of the initial sale; and

The County's proportionate share of any appreciation since the time of the initial sale. Appreciation is the difference between the resale price to the above-moderate-income purchaser and the appraised market value at the initial sale. The County's proportionate share of appreciation is equal to the percentage by which the initial affordable sales price was less than the appraised market value at the time of the initial sale.

- 59. Prequalification of Homebuyers and Compliance Review:** The Applicant is responsible for marketing and prequalifying potential homebuyers for income qualification. The Applicant shall submit for DCD's review and prequalification prior to the initial sale of the inclusionary/density bonus unit, and the Applicant shall submit to the Department of Conservation and Development for review and approval, all forms, and documentation demonstrating that the buyer of the unit is

qualified as a moderate-income household. A hold shall be placed on the final inspection/ occupancy of all building permits associated with the construction of the residences in the project until documentation has been deemed adequate by the Department of Conservation and Development.

To initiate this prequalification review, the applicant must file a COA Compliance Review Application if there is no open compliance review application for this project.

- 60. Prequalification of Homebuyers and Compliance Review:** The Applicant is responsible for keeping the Department of Conservation and Development informed of the contact information of the owner or designee responsible for maintenance and compliance with this permit and how they may be contacted (i.e., mailing addresses, email addresses, and telephone numbers) at all times.
- a. Prior to the recordation of the Final Map, Parcel Map, or CDD stamp-approval of plans for issuance of building permits or grading permits for any portion of the residential development, whichever comes first, and with filing a condition of approval compliance review, the Applicant shall provide the name of the contact representing the property owner for permit compliance and their contact information.
 - b. Should the contact subsequently change (e.g., new designee or owner), within 30 days of the change, the Applicant shall issue a letter to the Department of Conservation and Development with the name of the new party who has been assigned permit compliance responsibility and their contact information. Failure to satisfy this condition may result in the commencement of procedures to revoke the permit.

PUBLIC WORKS CONDITIONS OF APPROVAL FOR COUNTY FILE #CDSD21-09581

Applicant shall comply with the requirements of Title 8, Title 9 and Title 10 of the Ordinance Code. Any exceptions must be stipulated in these Conditions of Approval. Conditions of Approval are based on the site plan/(vesting) tentative map submitted to the Department of Conservation and Development on September 2, 2021.

COMPLY WITH THE FOLLOWING CONDITIONS OF APPROVAL PRIOR TO FILING OF THE FINAL MAP.

General Requirements

- 61.** In accordance with Section 92-2.006 of the Ordinance Code, this subdivision shall conform to all applicable provisions of the Subdivision Ordinance (Title 9). Any exceptions therefrom must be specifically listed in this conditional approval statement. The drainage, road and utility improvements outlined below shall require the review and approval of the Public Works Department and are based on the vesting tentative map received by the Department of Conservation and Development, Community Development Division, on June 27, 2022.
- 62.** Applicant shall submit improvement plans prepared by a registered civil engineer to the Public Works Department and pay appropriate fees in accordance with the County Ordinance and these conditions of approval. The below conditions of approval are subject to the review and approval of the Public Works Department.

Roadway Improvements (Walnut Boulevard)

- 63.** Applicant shall construct curb, 5-foot sidewalk, necessary longitudinal and transverse drainage, street lighting, and pavement widening and transitions along the frontage of Walnut Boulevard. Applicant shall construct face of curb 10 feet from the widened right of way line.
- 64.** Applicant shall construct a street type connection with 20-foot radii curb returns in lieu of standard driveway depressions at intersection of Walnut Boulevard and Private Street A.

Road Dedications

- 65.** Property owner(s) shall convey to the County, by Offer of Dedication, 7 feet of right-of-way for the planned future width of 64 feet along the Walnut Boulevard frontage.

Access to Adjoining Property

- 66.** Proof of Access: Applicant shall furnish proof to the Public Works Department of the acquisition of all necessary rights of way, rights of entry, permits and/or easements for the construction of off-site, temporary or permanent, public and private road and drainage improvements.

Encroachment Permit

- 67.** Applicant shall obtain an encroachment permit from the Public Works Department, if necessary, for construction of driveways or other improvements within the right-of-way of Walnut Boulevard.
- 68.** Applicant shall obtain an encroachment or other applicable permits from the City of Walnut Creek, if necessary, for construction of off-site utilities or improvements within the corporate limits of the City of Walnut Creek.

Abutter's Rights

- 69.** Applicant shall relinquish abutter's rights of access along Walnut Boulevard frontage with the exception of the proposed private road intersection.

Sight Distance

- 70.** Applicant shall provide sight distance at the private road intersection with Walnut Blvd. for a design speed of 30 miles per hour.

Private Roads

- 71.** Applicant shall construct an on-site roadway system to current County private road standards with a travel width of 28 feet, and a 5-foot sidewalk monolithic to the curb. These improvements shall be located within a minimum 35-foot private access and utility easement. Additional easement width may be necessary to accommodate utility boxes, vaults, etc.

Parking

- 72.** Parking shall be prohibited on one side of on-site roadways where the curb-to-curb width is less than 36 feet and on both sides of on-site roadways where the curb-to-curb width is less than 28 feet. "No Parking" signs shall be installed along these portions of the roads subject to the review and approval of the Public Works Department.

Countywide Street Lights Financing

- 73.** Property owner(s) shall annex to the Community Facilities District (CFD) 2010-1 formed for Countywide Street Light Financing. Annexation into a streetlight service area does not include the transfer of ownership and maintenance of street lighting on private roads.

Utilities/Undergrounding

- 74.** Applicant shall underground all new and existing utility distribution facilities, including those along the frontage of Walnut Boulevard Applicant shall provide joint trench composite plans for the underground electrical, gas, telephone, cable television and communication conduits and cables including the size, location and details of all trenches, locations of building utility service stubs and meters and placements or arrangements of junction structures as a part of the Improvement Plan submittals for the project. The composite drawings and/or utility improvement plans shall be signed by a licensed civil engineer.

Exceptions (Subject to Advisory Agency findings and approval)

Applicant is granted an exception from the utility undergrounding requirement of the Ordinance Code by the advisory agency as provided for in 92-6.002 of said Code. This exception is specific to the Walnut Boulevard frontage and does not preclude relocation of exiting overhead utilities in conflict with required street improvements. because of the several parcels involved and the nature of the area.

Maintenance of Facilities

- 75.** The maintenance obligation of all common and open space areas, private roadways, any private streetlights, public and private landscaped areas, perimeter walls/fences,

and on-site drainage facilities shall be included in the covenants, conditions, and restrictions (CC&Rs). The language shall be submitted for the review and approval of the Zoning Administrator and Public Works Department at least 60 days prior to filing of the Final Map.

Drainage Improvements

- 76. Collect and Convey:** Applicant shall collect and convey all stormwater entering and/or originating on this property, without diversion and within an adequate storm drainage facility, to a natural watercourse having definable bed and banks, or to an existing adequate public storm drainage system which conveys the stormwater to a natural watercourse, in accordance with Division 914 of the Ordinance Code. Applicant shall verify the adequacy at any downstream drainage facility accepting stormwater from this project prior to discharging runoff. If the downstream system(s) is inadequate to handle the existing and project condition for the required design storm event, applicant shall construct improvements to make the system adequate. Applicant shall obtain access rights to make any necessary improvements to off-site facilities.

Exceptions (Subject to Advisory Agency findings and approval)

Applicant is granted an exception from the utility undergrounding requirement of the Ordinance Code by the advisory agency as provided for in 92-6.002 of said Code.

- 77. Detention Basin:** The proposed joint use of the drainage basin for both stormwater management, and peak runoff rate reduction will be allowed provided the stormwater management aspects of the basin are not included in the storage volume accounting relative to detention basin routing.

Exceptions (Subject to Advisory Agency findings and approval)

Applicant is granted an exception from the public entity maintenance requirement of the Ordinance Code by the advisory agency as provided for in 92-6.002 of said Code. The maintenance obligation relative to the detention/stormwater management basin will be satisfied in the CC&Rs and Stormwater Maintenance Operation and Maintenance Agreement and Plan.

Miscellaneous Drainage Requirements

- 78.** Applicant shall design and construct all storm drainage facilities in compliance with the Ordinance Code and Public Works Department design standards.

- 79.** Applicant shall prevent storm drainage from draining across the sidewalk(s) and driveway(s) in a concentrated manner.
- 80.** A private storm drain easement, conforming to the width specified in Section 914-14.004 of the County Ordinance Code, shall be dedicated over any proposed storm drain line that serves or traverses more than one lot or parcel.

National Pollutant Discharge Elimination System (NPDES)

- 81.** The applicant shall be required to comply with all rules, regulations and procedures of the National Pollutant Discharge Elimination System (NPDES) for municipal, construction and industrial activities as promulgated by the California State Water Resources Control Board, or any of its Regional Water Quality Control Boards (San Francisco Bay - Region II).

Compliance shall include developing long-term best management practices (BMPs) for the reduction or elimination of stormwater pollutants. The project design shall incorporate wherever feasible, the following long-term BMPs in accordance with the Contra Costa Clean Water Program for the site's stormwater drainage:

- Minimize the amount of directly connected impervious surface area.
- Install approved full trash capture devices on all catch basins (excluding catch basins within bioretention area) as reviewed and approved by Public Works Department. Trash capture devices shall meet the requirements of the County's NPDES permit.
- Install approved full trash capture devices on all catch basins (excluding catch basins within bioretention area) as reviewed and approved by Public Works Department. Trash capture devices shall meet the requirements of the County's NPDES Permit.
- Place advisory warnings on all catch basins and storm drains using current storm drain markers.
- Offer pavers for household driveways and/or walkways as an option to buyers.
- Construct concrete driveway weakened plane joints at angles to assist in directing run-off to landscaped/pervious areas prior to entering the street curb and gutter.
- Distribute public information items regarding the Clean Water Program and lot specific IMPs to buyers.
- Shared trash bins shall be sealed to prevent leakage, OR, shall be located within a covered enclosure.
- Other alternatives comparable to the above as approved by Public Works.

Stormwater Management and Discharge Control Ordinance

- 82.** The applicant shall submit a final Storm Water Control Plan (SWCP) and a Stormwater Control Operation and Maintenance Plan (O+M Plan) to the Public Works Department, which shall be reviewed for compliance with the County's National Pollutant Discharge Elimination System (NPDES) Permit and shall be deemed consistent with the County's Stormwater Management and Discharge Control Ordinance (§1014) prior to filing of the Final Map. All time and materials costs for review and preparation of the SWCP and the O+M Plan shall be borne by the applicant.
- 83.** Improvement plans shall be reviewed to verify consistency with the final SWCP and compliance with Provision C.3 of the County's NPDES Permit and the County's Stormwater Management and Discharge Control Ordinance (§1014).
- 84.** Stormwater management facilities shall be subject to inspection by the Public Works Department; all time and materials costs for inspection of stormwater management facilities shall be borne by the applicant.
- 85.** Prior to filing of the Final Map, the property owner(s) shall enter into a Stormwater Management Facility Operation and Maintenance Agreement with Contra Costa County, in which the property owner(s) shall accept responsibility for and related to the operation and maintenance of the stormwater facilities, and grant access to relevant public agencies for inspection of stormwater management facilities.
- 86.** Prior to filing of the Final Map, the property owner(s) shall annex the subject property into Community Facilities District (CFD) No. 2007-1 (Stormwater Management Facilities), which funds responsibilities of Contra Costa County under its NPDES Permit to oversee the ongoing operation and maintenance of stormwater facilities by property owners.
- 87.** Any proposed water quality features that are designed to retain water for longer than 72 hours shall be subject to the review of the Contra Costa Mosquito & Vector Control District.

Drainage Area Fee Ordinance

- 88.** Applicant shall comply with the drainage fee requirements for Drainage Area 8 as adopted by the Board of Supervisors prior to initiation of the use requested with this application. This fee shall be paid prior to filing of the Final Map.

ADVISORY NOTES

ADVISORY NOTES ARE NOT CONDITIONS OF APPROVAL; THEY ARE PROVIDED TO ALERT THE APPLICANT TO ADDITIONAL ORDINANCES, STATUTES, AND LEGAL REQUIREMENTS OF THE COUNTY AND OTHER PUBLIC AGENCIES THAT MAY BE APPLICABLE TO THIS PROJECT.

- A. NOTICE OF OPPORTUNITY TO PROTEST FEES, ASSESSMENTS, DEDICATIONS, RESERVATIONS, OR OTHER EXACTIONS PERTAINING TO THE APPROVAL OF THIS PERMIT.

Pursuant to California Government Code Section 66000, et seq., the applicant has the opportunity to protest fees, dedications, reservations, or exactions required as part of this project approval. To be valid, a protest must be in writing pursuant to Government Code Section 66020 and must be delivered to the Community Development Division within a 90-day period that begins on the date that this project is approved. If the 90th day falls on a day that the Community Development Division is closed, then the protest must be submitted by the end of the next business day.

- B. This project is subject to the development fees in effect under County Ordinance as July 27, 2022, the date the vesting tentative map application was accepted as complete by the Department of Conservation and Development. These fees are in addition to any other development fees, which may be specified in the conditions of approval.
- C. Applicant will be required to comply with the requirements of the Bridge/Thoroughfare Fee Ordinance for the Martinez Area of Benefit as adopted by the Board of Supervisors. Payment is required prior to issuance of a building permit.

D. Although the Stormwater Control Plan has been determined to be preliminarily complete, it remains subject to future revision, as necessary, during preparation of improvement plans in order to bring it into full compliance with C.3 stormwater requirements. Failure to update the SWCP to match any revisions made in the improvement plans may result in a substantial change to the County approval, and the project may be subject to additional public hearings. Revisions to California Environmental Quality Act (CEQA) documents may also be required. This may significantly increase the time and applicant's costs associated with approval of the application.

E. The applicant shall comply with the requirements of the following agencies:

- Contra Costa County Public Works Department
- Department of Fish and Wildlife
- Army Corps of Engineers
- Contra Costa County, Department of Conservation and Development, Building and Grading Inspection Divisions
- Contra Costa County Fire Protection District
- Central Contra Costa Sanitary District
- East Bay Municipal Utility District

EXHIBIT D-1

Form of Resale Restriction

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

Contra Costa County
Department of Conservation and Development
30 Muir Road
Martinez, CA 94553
Attn: Housing and Community Improvement Division

No fee for recording pursuant to
Government Code Section 27383

BUYER'S OCCUPANCY AND RESALE RESTRICTION AGREEMENT
(Contra Costa County Inclusionary Housing/Density Bonus Program)

Owner:
<<OWNER NAME>>

Address of Home:
<<ADDRESS>>

Initial Purchase Price Paid for Home by Owner:
<<INITIAL PURCHASE PRICE>>

Initial Appraised Value:
<<INITIAL APPRAISED VALUE>>

This Buyer's Occupancy and Resale Restriction Agreement (the "Resale Restriction") is entered into as of this _____ day of _____, 20____ by and between the County of Contra Costa, a political subdivision of the State of California (the "County") and _____ ("Owner").

RECITALS

A. The County is charged with the responsibility for improving, increasing, and maintaining the stock of affordable housing in unincorporated Contra Costa County. The County administers an Inclusionary Housing/Density Bonus Program (the "Program") pursuant to Chapters 822-2 and 822-4 of the Contra Costa County Ordinance Code (the "Ordinance") to provide housing opportunities for households with moderate, low, or very low incomes to purchase homes at prices below market rates prevailing in the community. The intent of the County is to preserve and increase the number and availability of affordable homes in the Program. Under the Ordinance and Program, a below market rate unit is to remain affordable to households of lower or moderate incomes.

B. Owner intends to purchase an Inclusionary Housing Unit, which is more particularly described in Exhibit A attached hereto and incorporated herein (the "Home").

C. Owner has agreed to execute and comply with this Resale Restriction as a condition to the purchase of the Home at a price which is below the fair market value of the Home.

D. The purpose of this Resale Restriction is to place resale controls on the Home, require the payment of any excess proceeds of sale to the County, and ensure the Home remains affordable pursuant to the Program. In consideration of the economic benefits to the Owner resulting from the purchase of the Home at a below market price under the County's Inclusionary Housing/Density Bonus Program, the Resale Restriction allows the County to recapture a financial interest in the Home upon the sale of the Home to a purchaser that purchases the unit at a market price.

E. Owner is receiving the following purchase money loans:

Name of Lender: <<NAME OF LENDER>>

Amount: <<AMOUNT OF LOAN>>

Date Deed of Trust Recorded: <<DATE DOT RECORDED>>

All purchase money loans are, collectively, the "First Lender Loan." All lenders of purchase money loans are, collectively, the "First Lender." The First Lender Loan is secured by <<NUMBER>> deed(s) of trust executed by the Owner in favor of the First Lender and recorded in Contra Costa County concurrently with this Resale Restriction (collectively, the "First Lender Deed of Trust").

F. This Resale Restriction is accompanied by a promissory note from the Owner to the County (the "Promissory Note") pursuant to which the Owner agrees to pay any excess proceeds of sale to the County. This Resale Restriction and the Promissory Note shall be secured by a deed of trust on the Home (the "County Deed of Trust"). This Resale Restriction and the County Deed of Trust shall be subordinate to the lien of the First Lender Deed of Trust.

The parties therefore agree as follows:

AGREEMENT

1. Exhibits. The following exhibits are attached to this Resale Restriction:

- Exhibit A: Legal Description of the Home
- Exhibit B: Form of Owner's Notice of Intent to Transfer
- Exhibit C: Form of County Response Notice
- Exhibit D: Form of Owner and Proposed Purchaser Certification of Sale
- Exhibit E: Form of Owner Request to Refinance Notice

2. Description of Property.

a. This Agreement concerns the real property commonly known as <<ADDRESS>>, which is more fully described in Exhibit A attached hereto and incorporated in this Resale Restriction by reference (the "Home").

b. Initial Purchase Price. The initial purchase price paid by Owner for the Home (the "Initial Purchase Price") shall be inserted on page 1 of this Resale Restriction and shall be used to determine the Excess Sales Proceeds, the Proportionate Share, and the Recapture Amount as set forth in this Resale Restriction.

c. Initial Appraised Value. Upon and in connection with the close of escrow of the initial purchase of the Home by Owner, the Owner shall obtain an appraisal to determine the appraised market value of the Home at the time of the initial purchase (the "Initial Appraised Value"). The Initial Appraised Value shall be determined by a third-party appraiser who regularly appraises residential real estate in Contra Costa County for institutional lenders. The Initial Appraised Value shall be inserted in the space on page 1 of this Resale Restriction and shall be used to determine the Excess Sales Proceeds and Proportionate Share of any Appreciation as set forth in this Resale Restriction. Nothing in this Section shall preclude the Owner and the County from establishing an Initial Appraised Value of the Home by mutual agreement in lieu of an appraisal pursuant to this Section.

3. Owner Certifications and Occupancy Requirement.

a. Owner certifies that the financial and other information previously provided in order to qualify to purchase the Home is true and correct as of the date first written above.

b. Owner agrees to occupy the Home as Owner's principal place of residence for a period of not less than three (3) consecutive years, unless an emergency requires the earlier sale of the Home. Owner shall be considered as occupying the Home if the Owner occupies the Home within 30 days after execution of this Resale Restriction and occupies the Home as a full-time primary residence. Owner will fully cooperate with the County in promptly providing all information requested by the County to assist the County in monitoring Owner's compliance with this Resale Restriction. Owner shall not lease, sell or other transfer or convey the Home to any other party except in accordance with this Resale Restriction.

4. Leasing of Home.

a. Owner shall not lease the Home to another party, unless the Owner has a hardship and such lease is first approved in writing, in its sole discretion, by the County. In the event the County provides written approval to Owner for the lease of the Home to another party, Owner shall provide a copy of the executed lease to the County prior to occupancy of the lessee and the rent of the Home shall not exceed the lesser of: (i) thirty percent (30%) of the income of the tenant household that is renting the Home, or (ii) Owner's monthly cost of principal and interest on the First Lender Loan, and property insurance, property taxes, and homeowners association dues, if any, associated with the Home (the lesser rent is the "Affordable Rent").

b. Any lease of the Home in violation of this Resale Restriction is prohibited and shall be a Default under this Resale Restriction and the County Deed of Trust. Owner further agrees that, in the event Owner leases the Home to a third party in violation of this Section 4, any excess rents ("Excess Rents") paid to Owner by the lessee over the Affordable Rent shall be due and payable to the County immediately upon receipt thereof by Owner. Any Excess Rents shall be considered a recourse debt of Owner to the County, which the County may collect by legal action against Owner and/or by foreclosure under the County Deed of Trust.

5. Maintenance, Insurance, and Tax Requirements.

a. Owner shall maintain the Home, including landscaping, in good repair and in a neat, clean, and orderly condition and will not commit waste or permit deterioration of the Home.

b. Owner shall maintain a standard all-risk property insurance policy equal to the replacement value of the Home, naming the County as an additional insured. Additional insurance requirements are set forth in the County Deed of Trust.

c. Owner shall continuously claim a homeowner's exemption for property taxes of the Home with the Contra Costa County Assessor's Office. Failure to claim the homeowner's exemption shall be a Default under this Resale Restriction and the County Deed of Trust.

6. Restrictions on Resale and Transfer of the Home.

a. Transfer. Any Transfer of the Home will be subject to the provisions of this Agreement. "Transfer" means any sale, assignment, or other conveyance, voluntary or involuntary, of any interest in the Home, including, but not limited to, a fee simple interest, a joint tenancy interest, a life estate, a leasehold interest (unless approved pursuant to Section 4 of this Resale Restriction), or an interest evidenced by a land contract by which possession of the Home is transferred and Owner retains title, or a deed of trust. Transfers of the Home shall only be permitted if completed in compliance with this Resale Restriction. Any voluntary Transfers must be made in good faith at fair market value in cash. Any Transfer without satisfaction of the provisions of this Agreement is prohibited and shall constitute a Default for which the County may exercise its remedies available, including foreclosure of the County Deed of Trust.

b. Permitted Transfers. Notwithstanding Section 6.a and subject to the provisions of Section 6.c below, the following shall not be considered a Transfer for the purposes of this Resale Restriction, but all such transferees shall continue to be bound by the requirements of this Resale Restriction: (i) transfers by devise or inheritance to an existing spouse, Domestic Partner, child, surviving joint tenant, or a spouse as part of a dissolution proceeding or in connection with marriage or (ii) refinance of the First Lender Loan in accordance with Section 17 of this Resale Restriction, provided, however, that Owner shall provide written notice of all such transfers to the County pursuant to Section 6.d, and all owners of the Home shall continue to occupy the Home as his or her principal place of residence. For purposes of this Section 6, "Domestic Partners" shall mean two unmarried people, at least 18 years of age, (i) who have lived together

continuously for at least one year and who are jointly responsible for basic living expenses incurred during their domestic partnership or (ii) who have registered as domestic partners with the State of California. Domestic Partners may not be persons related to each other by blood or adoption such that their marriage would be barred in the state of California. For purposes of this section, an individual shall be considered a Domestic Partner of Owner upon presentation of an affidavit, proof of registration, or other acceptable evidence by Owner to the County.

c. Inheritance. In the event a Transfer occurs, or a person receives the Home by devise, inheritance, or operation of law due to death of Owner, the following procedures shall apply:

i. The person inheriting the Home (the "Inheriting Owner") shall succeed to the Owner's interest and obligations under this Resale Restriction, the Promissory Note, and the County Deed of Trust. The Inheriting Owner shall promptly execute and deliver any new documents that may be required or requested to evidence the foregoing, and such documents and a new or amended County Deed of Trust shall be recorded against the Home, and the Inheriting Owner shall execute and deliver a new or amended Promissory Note. The Inheriting Owner shall assume the obligations under this Resale Restriction and shall comply with the requirements of this Resale Restriction and the County Deed of Trust. The Inheriting Owner shall not be required to occupy the Home but shall not rent the Home except as provided in Section 4.

ii. Failure of an Inheriting Owner to follow the procedures and file the notices described in this Section 6 shall constitute a Default under this Resale Restriction.

d. Notice of Permitted Transfer. Owner shall provide notice to the County of any transfers described in Sections 6.b of this Resale Restriction no later than 30 days before the voluntary sale, assignment, or other transfer occurs. Where the transfer is by devise, inheritance, or operation of law after death of Owner, the administrator of Owner's estate or the Inheriting Owner shall provide written notice to the County of Owner's death within 90 days of the date of death and prior to any other Transfer or lease of the Home.

7. Notice of Intended Transfer.

a. In the event Owner intends to Transfer or vacate the Home, Owner shall give the County written notice of such intent (the "Owner's Notice of Intent to Transfer") not less than 30 days prior to listing of the Home for sale on any Multiple Listing Service or otherwise offering the Home for sale or accepting any offer to purchase the Home. The Owner's Notice of Intent to Transfer shall be in the form shown in Exhibit B attached to this Resale Restriction. The Owner's Notice of Intent to Transfer shall be sent to the County by certified mail, return receipt requested. The Owner's Notice of Intent to Transfer shall include the information necessary for the County to determine the Recapture Amount of the Home, including all the following information:

- i. The address of the Home.
- ii. The date of purchase of the Home by Owner.

- iii. The number of bedrooms in the Home.
- iv. A copy of the HUD-1 Settlement Statement or equivalent document from the close of escrow on the Owner's purchase of the Home.
- v. The date on which Owner intends to vacate the Home.
- vi. The date on which Owner intends to place the Home on the market.
- vii. The name and phone number of the person to contact to schedule inspection of the Home by the County.

b. Following delivery to the County of the Owner's Notice of Intent to Transfer, Owner shall prepare the Home for sale by doing all of the following:

i. Within 30 days of delivery of the Owner's Notice of Intent to Transfer, Owner shall obtain and deliver to the County a current written report of inspection of the Home by a licensed structural pest control operator.

ii. Within 30 days of the date of the Owner's Notice of Intent to Transfer, Owner shall allow the County, or its designee, to inspect the Home to determine its physical condition, and, if requested by the County, following such inspection, Owner shall obtain and deliver to the County a home inspection report prepared by a licensed home inspector no later than 10 days following the County's request.

iii. If the Home is vacant, Owner shall maintain the Home, including the exterior landscaping, in good condition and shall maintain utility connections until the close of escrow on the Transfer.

8. Sale of Home by Owner. No sooner than 30 days after delivery to the County of the Owner's Notice of Intent to Transfer, Owner may proceed to sell the Home, pursuant to the procedure set forth in this Section 8.

a. County Response Notice. Within 30 days after receiving the Owner's Notice of Intent to Transfer, the County will deliver to Owner the County Response Notice in the form of Exhibit C that sets forth the Excess Sales Proceeds and the Proportionate Share for purposes of calculating the Recapture Amount due to County.

b. Disclosure and Submittals. Owner and the proposed purchaser of the Home (the "Proposed Purchaser") shall provide the following information and documents to the County in connection with a Transfer:

- i. The name and address of the Proposed Purchaser.
- ii. The final sales contract and all other related documents which shall set

forth all the terms of the sale of the Home, including a HUD-1 Settlement Statement. Said documents shall include at least the following terms: (a) the sales price; and (b) the price to be paid by the Proposed Purchaser for Owner's personal property, if any, for the services of Owner, if any, and any credits, allowances, or other consideration, if any.

iii. A written certification, from Owner and the Proposed Purchaser in the form of Exhibit D (“Owner and Proposed Purchaser Certification of Sale”) that the sale shall be closed in accordance with the terms of the sales contract and other documents submitted to and approved by the County. The certification shall also provide that the Proposed Purchaser or any other party has not paid and will not pay to Owner, and Owner has not received and will not receive from the Proposed Purchaser or any other party, money or other consideration, including personal property, in addition to what is set forth in the sales contract and documents submitted to the County. The written certification shall also include a provision that, in the event a Transfer is made in violation of the terms of this Resale Restriction, or false or misleading statements are made in any documents or certification submitted to the County, the County shall have the right to foreclose on the Home or file an action at law or in equity as may be appropriate. In any event, any costs, liabilities, or obligations incurred by Owner and the Proposed Purchaser for the return of any moneys paid or received in violation of this Resale Restriction, or for any costs and legal expenses, shall be borne by Owner and/or the Proposed Purchaser and they shall hold the County harmless and reimburse its expenses, legal fees, and costs for any action it reasonably takes in good faith in enforcing the terms of this Resale Restriction.

iv. A copy of the appraisal for the Home.

v. Upon the close of the proposed sale, a copy of the final sales contract, HUD-1 Settlement Statement, escrow instructions, and any other documents which the County may reasonably request.

9. Payment to County of Recapture Amount.

a. If Owner Transfers the Home or if Owner makes a Transfer in violation of this Resale Restriction, Owner shall pay the “Recapture Amount” calculated as the amount equal to the Excess Sales Proceeds plus the Proportionate Share of any Appreciation (each defined below) to the County in accordance with Section 822-4.410(b)(3) of the Ordinance pursuant to this Section 9.

b. For purposes of this Resale Restriction, “Excess Sales Proceeds” shall mean the amount by which the Initial Appraised Market Value exceeds the Initial Purchase Price; “Proportionate Share” shall mean the amount equal to the percentage by which the Initial Purchase Price was less than then the Initial Appraised Market Value; and “Appreciation” shall mean the difference in the sales price and the Initial Appraised Market Value. The following are provided for example only:

i. If the Initial Purchase Price was \$800,000, the Initial Appraised Market Value was \$900,000, and the sales price is \$1,000,000; the Excess Sales Proceeds will be

\$100,000 (calculated as \$900,000 - \$800,000); the Proportionate Share will be 11.11% (calculated as \$100,000/\$900,000 = 11.11%); the Appreciation will be \$100,000 (calculated as \$1,000,000 - \$900,000 = \$100,000) and the Proportionate Share of the Appreciation will be \$11,111 (calculated as 11.11% x \$100,000); therefore Owner will owe the County a total Recapture Amount of \$111,111 (calculated as \$100,000 in Excess Sales Proceeds, plus \$11,111 in the Proportionate Share of Appreciation).

ii. If the Initial Purchase Price was \$925,000, the Initial Appraised Market Value was \$975,000, and the sales price is \$1,050,000; the Excess Sales Proceeds will be \$50,000 (calculated as \$975,000 - \$925,000); the Proportionate Share will be 5.13% (calculated as \$50,000/\$975,000 = 5.13%); the Appreciation will be \$75,000 (calculated as \$1,050,000 - \$975,000 = \$75,000) and the Proportionate Share of the Appreciation will be \$3,847.50 (calculated as 5.13% x \$75,000); therefore Owner will owe the County a total Recapture Amount of \$53,847.50 (calculated as \$50,000 in Excess Sales Proceeds, plus \$3,847.50 in the Proportionate Share of Appreciation).

c. The amount of any Recapture Amount shall be a debt of Owner to the County, evidenced by this Resale Restriction and the Promissory Note, secured by the County Deed of Trust. The County shall reconvey the liens of this Resale Restriction and the County Deed of Trust, provided that Owner pays the Recapture Amount to the County in accordance with this Resale Restriction. Owner acknowledges that the County shall have no obligation to cause reconveyance of this Resale Restriction or of the County Deed of Trust until the full Recapture Amount is paid to the County.

d. The Recapture Amount shall be paid in cash or other immediately available funds through the escrow in connection with the closing of any Transfer.

10. Defaults.

a. Each of following events shall constitute a “Default” by Owner under this Resale Restriction:

i. The County determines that Owner has made a misrepresentation to obtain the benefits of purchase of the Home or in connection with its obligations under this Resale Restriction.

ii. Owner fails to owner occupy the Home, as required pursuant to Section 3.

iii. Owner rents or leases the Home, not in compliance with Section 4.

iv. Owner fails to claim a homeowner's exemption for property taxes, as required pursuant to this Resale Restriction.

v. Owner Transfers, or attempts to Transfer, the Home in violation of this Resale Restriction.

vi. Owner fails to provide information to the County necessary to determine Owner's compliance with the requirements of this Resale Restriction.

vii. Judicial foreclosure proceedings are commenced regarding the Home.

viii. A notice of default is issued under any financing secured by the Home, or the County receives any other notice of default pursuant to Civil Code Section 2924b, or Owner is in default on any other financing secured by the Home.

ix. Owner executes any deed in lieu of foreclosure transferring ownership of the Home.

x. A lien is recorded against the Home other than the lien of the First Lender Loan or a junior mortgage loan or equity line of credit approved by the County pursuant to Section 17.

xi. Owner otherwise fails to comply with the requirements of this Resale Restriction, the Promissory Note, or the County Deed of Trust.

b. Upon a declaration of Default by the County under this Resale Restriction, the County may exercise any remedies at law or in equity, including, without limitation, any or all of the following, none of which shall be an exclusive remedy:

i. Declare all sums due under the Promissory Note immediately due and payable without further demand.

ii. Declare a default under the Promissory Note.

iii. Invoke the power of sale under the County Deed of Trust.

iv. Apply to a court of competent jurisdiction for such relief at law or in equity as may be appropriate.

v. Take such enforcement action as is authorized under the Contra Costa County Ordinance Code.

vi. Declare a Default under the Promissory Note and County Deed of Trust and pursue all County remedies under the County Deed of Trust.

c. The County shall notify the First Lender if the County has declared a Default under this Resale Restriction or under the Promissory Note or the County Deed of Trust.

d. The Owner shall cause the requests for notice of default and any notice of sale under any deed of trust or mortgage with power of sale encumbering the Home to be recorded in the Office of the Recorder of Contra Costa County for the benefit of the County.

11. Nonliability of the County.

a. Nonliability for Negligence, Loss, or Damage. Owner acknowledges, understands and agrees that the relationship between Owner and the County is solely that of an owner and an administrator of a County affordable housing program, and that the County does not undertake or assume any responsibility for or duty to Owner to select, review, inspect, supervise, pass judgment on, or inform Owner of the quality, adequacy or suitability of the Home or any other matter. The County owes no duty of care to protect Owner against negligent, faulty, inadequate, or defective building or construction or any condition of the Home, and Owner agrees that neither Owner, or Owner's heirs, successors, or assigns shall ever claim, have, or assert any right or action against the County for any loss, damage, or other matter arising out of or resulting from any condition of the Home and will hold the County harmless from any liability, loss, or damage for these things.

b. Indemnity. Owner agrees to defend, indemnify, and hold the County and its officers, employees, agents, and board members harmless from all losses, damages, liabilities, claims, actions, judgments, costs, and reasonable attorneys' fees that the County may incur as a direct or indirect consequence of: (i) Owner's default, performance, or failure to perform any obligations as and when required by this Resale Restriction or the County Deed of Trust; or (ii) the failure at any time of any of Owner's representations to the County to be true and correct.

12. Restrictions on Foreclosure Proceeds. If a creditor acquires title to the Home through a deed in lieu of foreclosure, a trustee's deed upon sale, or otherwise, Owner shall not be entitled to the proceeds of sale to the extent that such proceeds otherwise payable to Owner when added to the proceeds paid or credited to the creditor exceed the Initial Purchase Price. Owner shall instruct the holder of such excess proceeds to pay such proceeds to the County in accordance with Section 9 (in addition to any other amounts due the County from Owner pursuant to this Resale Restriction), in consideration of the benefits received by Owner through purchase of the Home at a price below fair market value.

13. Restriction on Insurance, Condemnation, and Asset Proceeds. If the Home is damaged or destroyed and Owner elects not to rebuild or repair the Home, in the event of condemnation, or in the event of distribution of assets resulting from the termination of a condominium wherein the Home is located, if the proceeds thereof are distributed to Owner, Owner shall pay the County the portion of any such proceeds which is in excess of the Initial Purchase Price calculated pursuant to Section 9.

14. Term of Agreement. All the provisions of this Resale Restriction, including the benefits and burdens, run with the Home and this Resale Restriction shall bind, and the benefit hereof shall inure to, Owner; Owner's heirs, legal representatives, executors, successors in interest, and assigns; and to the County and its successors, until the date of Transfer of the Home in compliance with this Resale Restriction and payment of the entire Recapture Amount due under the Promissory Note (the "Term"), upon which the County shall reconvey its interest in this Resale Restriction and the Deed of Trust.

15. Superiority of Agreement. Owner covenants that Owner has not, and will not, execute

any other agreement with provisions contradictory to or in opposition to the provisions hereof, and that, in any event, this Resale Restriction is controlling as to the rights and obligations between and among Owner, the County and their respective successors.

16. Subordination. Notwithstanding any other provision hereof, the provisions of this Resale Restriction and the County Deed of Trust shall be subordinate to the lien of the First Lender Deed of Trust and shall not impair the rights of the First Lender, or such lender's assignee or successor in interest, to exercise its remedies under the First Lender Deed of Trust in the event of default under the First Lender Deed of Trust by Owner. Such remedies under the First Lender Deed of Trust include the right of foreclosure or acceptance of a deed or assignment in lieu of foreclosure. After such foreclosure or acceptance of a deed in lieu of foreclosure, this Resale Restriction and the County Deed of Trust shall be forever terminated and shall have no further effect as to the Home or any transferee thereafter; provided, however, if the holder of such First Lender Deed of Trust acquires title to the Home pursuant to a deed or assignment in lieu of foreclosure, this Resale Restriction and the County Deed of Trust shall automatically terminate upon such acquisition of title, only if (i) the County has been given written notice of default under such First Lender Deed of Trust with a 60-day cure period and (ii) the County or its designee has not cured the default within the 60-day cure period.

17. Refinance of First Lender Loan; Subordinate Loans,

a. County Consent Required. Owner covenants and agrees not to place any additional mortgage or deed of trust, including any line of credit, on the Home without obtaining prior written consent of the County. In the event Owner desires to refinance the First Lender Loan or borrow a mortgage loan or equity line of credit junior in lien priority to this Resale Restriction, Owner shall submit to the County the Owner Request to Refinance Notice attached as Exhibit E to this Resale Restriction.

b. Permitted Encumbrance Amount. The "Permitted Encumbrance Amount" may not exceed ninety-five percent (95%) of the fair market value of the Home as of the date of the proposed refinancing by Owner.

c. Refinance of First Lender Loan. The County will permit a prepayment and refinance of the First Lender Loan and will agree to subordinate this Resale Restriction and the County Deed of Trust to the refinanced First Lender Loan provided all of the following:

i. Following the refinance, the principal amount of all debt secured by the Home does not exceed the Permitted Encumbrance Amount.

ii. The refinanced First Lender Loan is a fully amortized fixed rate loan, has a 15-year or 30-year term, is fully documented, requires no balloon payments, and carries a rate of interest no higher than the original First Lender Loan.

iii. The refinanced First Lender Loan lowers the interest rate or reduces the term of the First Lender Loan.

iv. At the time of refinance of the First Lender Loan, Owner's total monthly housing cost does not exceed one-twelfth (1/12th) of thirty-five percent (35%) of Owner's household monthly gross income.

d. Junior Loans and Equity Lines of Credit. After the initial sale of the Home to Owner, mortgage loans or equity lines of credit junior in lien priority to this Resale Restriction and the County Deed of Trust are not permitted. However, the County may approve a junior mortgage that is not an equity line of credit if Owner is not in Default under or otherwise in violation of this Resale Restriction. The County shall only approve junior mortgage loans after the initial sale of the Home to Owner if such loans will not cause the total of all debt secured by the Home to exceed the Permitted Encumbrance Amount. The County will not approve any mortgage loan which includes negative amortization, or a mortgage loan with interest only payments or balloon payments.

e. Request for Notice of Default. As a condition for subordination of the County Deed of Trust, Owner shall cause a request for notice of default and notice of sale regarding the refinanced First Lender Loan to be recorded in the Office of the Recorder of Contra Costa County for the benefit of the County.

f. Purpose of Restrictions. The County and Owner agree that the requirements of this Section 17 are necessary to ensure the continued affordability of the Home to Owner and to minimize the risk of loss of the Home by Owner through default and foreclosure of mortgage loans. Owner further acknowledges that violation of the provisions of this Section 17 shall constitute a Default under this Resale Restriction.

18. Nondiscrimination. Owner covenants by and for itself and its successors and assigns that there shall be no discrimination against or segregation of a person or of a group of persons on account of race, color, religion, creed, age, disability, sex, sexual orientation, marital status, ancestry, or national origin in the sale, transfer, use, occupancy, tenure, or enjoyment of the Home, nor shall Owner or any person claiming under or through Owner establish or permit any such practice or practices of discrimination or segregation with reference to the use, occupancy, or transfer of the Home. The foregoing covenant shall run with the land.

19. Invalid Provisions. If any one or more of the provisions contained in this Resale Restriction shall for any reason be held to be invalid, illegal, or unenforceable in any respect, then such provision or provisions shall be deemed severable from the remaining provisions contained in this Resale Restriction, and this Resale Restriction shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

20. Controlling Law. The terms of this Resale Restriction shall be interpreted under the laws of the State of California. The venue for any legal action pertaining to this Resale Restriction shall be Contra Costa County, California.

21. No Waiver. No delay or omission in the exercise of any right or remedy of County upon any default by Owner shall impair such right or remedy or be construed as a waiver. The County's failure to insist in any one or more instances upon the strict observance of the terms of

this Resale Restriction shall not be considered a waiver of the County's right thereafter to enforce the provisions of the Resale Restriction. The County shall not waive its rights to enforce any provision of this Agreement unless it does so in writing, signed by an authorized agent of the County.

22. Notices. All notices required herein shall be sent by certified mail, return receipt requested, express delivery service with a delivery receipt, or personal delivery with a delivery receipt, and shall be deemed to be effective as of the date received, the date delivery was refused, or the date returned as undeliverable as indicated on the return receipt, as follows:

To Owner:

<<OWNER NAME>>
<<OWNER NAME2>>
<<ADDRESS>>

To the County:

Contra Costa County
Department of Conservation and Development
30 Muir Road
Martinez, CA 94553
Attn: Housing and Community Improvement Division

To the First Lender:

<<FIRST LENDER>>
<<ADDRESS>>

The parties may subsequently change addresses by providing written notice of the change in address to the other parties.

23. Interpretation of Agreement. The terms of this Resale Restriction shall be interpreted to avoid speculation on the Home and to ensure, to the extent possible, that its sales price and mortgage payment remain affordable to persons and families of lower and moderate income.

24. Exhibits. Any exhibits referred to in this Resale Restriction are incorporated in this Resale Restriction by such reference.

25. Covenants Running With the Land.

a. Owner hereby subjects the Home to the covenants and restrictions set forth in this Resale Restriction. Owner hereby declares its express intent that the covenants and restrictions set forth herein shall be deemed covenants running with the land and shall pass to and be binding

upon all parties having any interest in the Home throughout the Term of this Resale Restriction. Each and every contract, deed, lease, or other instrument covering, conveying, or otherwise transferring the Home or any interest therein, as the case may be, shall conclusively be held to have been executed, delivered, and accepted subject to this Resale Restriction, regardless of whether the other party or parties to such contract have actual knowledge of this Resale Restriction.

b. Owner and the County hereby declare their understanding and intent that: (i) the covenants and restrictions contained in this Resale Restriction shall be construed as covenants running with the land pursuant to California Civil Code Section 1468 and not as conditions which might result in forfeiture of title by Owner; (ii) the burden of the covenants and restrictions set forth in this Resale Restriction touch and concern the Home in that Owner's legal interest in the Home may be rendered less valuable thereby; and (iii) the benefit of the covenants and restrictions set forth in this Resale Restriction touch and concern the land by enhancing and increasing the enjoyment and use of the Home by Owner, the intended beneficiaries of such covenants and restrictions.

c. All covenants and restrictions contained herein without regard to technical classification or designation shall be binding upon Owner for the benefit of the County and such covenants and restrictions shall run in favor of such parties for the entire period during which such covenants and restrictions shall be in force and effect, without regard to whether the County is an owner of any land or interest therein to which such covenants and restrictions relate.

26. Owner's Acknowledgement of Resale Restriction. Owner hereby acknowledges and agrees that:

a. Owner may not enjoy the same economic or other benefits from owning the Home that Owner would enjoy if this Resale Restriction did not exist.

b. Absent the provisions of this Resale Restriction, the Home could not be made available to Owner.

c. Owner understands all of the provisions of this Resale Restriction. In recognition of the acknowledgments and agreements stated in this Section 26, Owner accepts and agrees to the provisions of this Resale Restriction with the understanding that this Resale Restriction will remain in full force and effect as to the Home throughout the Term of this Resale Restriction.

d. OWNER UNDERSTANDS THAT THE DETERMINATION OF THE FULL AMOUNT OF THE RECAPTURE AMOUNT CAN BE MADE ONLY AT THE TIME OF THE PROPOSED TRANSFER, TAKING INTO CONSIDERATION INCREASES IN AREA MEDIAN INCOME, WHICH CANNOT BE ACCURATELY PREDICTED, AND THAT THE SALES PRICE MAY NOT INCREASE OR DECREASE IN THE SAME MANNER AS OTHER SIMILAR REAL PROPERTY WHICH IS NOT ENCUMBERED BY THIS AGREEMENT. OWNER FURTHER ACKNOWLEDGES THAT AT ALL TIMES IN SETTING THE SALES PRICE OF THE PROPERTY THE PRIMARY OBJECTIVE OF THE COUNTY AND THIS AGREEMENT IS TO PROVIDE HOUSING TO MODERATE,

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

STATE OF CALIFORNIA)
)
COUNTY OF CONTRA COSTA)

On _____, 20__, before me, _____, Notary Public, personally appeared, _____ who proved to me on the basis of satisfactory evidence to be the person(s) whose name is subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity, and that by his/her/their signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify UNDER PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ (seal)

STATE OF CALIFORNIA)
)
COUNTY OF CONTRA COSTA)

On _____, 20__, before me, _____, Notary Public, personally appeared, _____ who proved to me on the basis of satisfactory evidence to be the person(s) whose name is subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity, and that by his/her/their signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify UNDER PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ (seal)

EXHIBIT A

Legal Description of the Home

EXHIBIT B

Form of Owner's Notice of Intent to Transfer

To: County of Contra Costa ("County")
From: _____("Owner")
Home Address: _____("Home")
Date: _____

Please be notified that Owner intends to transfer the Home listed above.

A. The following information is provided to the County pursuant to Section 7 of the Buyer's Occupancy and Resale Restriction Agreement (the "Resale Restriction"):

1. Address of the Home: _____
2. Date Owner purchased Home: _____
3. Purchase Price paid by Owner when Home was purchased: _____
4. Initial Appraised Value of the Home when purchased: _____
5. Date Owner intends to vacate Home: _____
6. Date Home will be placed on market: _____
7. Name and phone number of person for County to contact to schedule inspection:
_____ (name) and _____ (phone number)

B. As required by Section 7 of the Resale Restriction, the following documents are attached to this Notice:

1. Copy of HUD-1 Settlement Statement from Owner's purchase of the Home

C. I agree to prepare the Home for sale by doing all of the following:

1. Obtaining a pest control report within 30 days of the date of this notice.
2. Allowing the County or its designee to inspect the Home within 30 days of this notice.

3. If requested by the County following the County's inspection, I will obtain a home inspection report from a licensed home inspector.
4. Maintaining utility connections until the Home is transferred.

This Owner's Notice of Intent to Transfer is certified by Owner to be true and correct and is signed on _____ <<DATE>> under penalty of perjury.

By: _____
Owner

By: _____
Owner

EXHIBIT C

Form of County Response Notice

To: _____ ("Owner")
Home Address: _____ ("Home")
Date: _____

From: County of Contra Costa ("County")

On _____ 20__, County received the Owner's Notice of Intent to Transfer (as described in Section 7 of the Resale Restriction.) Pursuant to Section 7 of the Resale Restriction, and as of the date written above, County hereby:

- A. County has determined the Excess Sales Proceeds to be \$_____.
- B. County has calculated the Proportionate Share to be _____ for purposes of calculating the Recapture Amount.
- C. The Recapture Amount Due to County is \$_____.

County of Contra Costa

By: _____
Name: _____
Its: _____

EXHIBIT D

Form of Owner and Proposed Purchaser Certification of Sale

To: County of Contra Costa ("County")

From: _____ ("Owner")
_____ ("Proposed Purchaser")

Home Address: _____ ("Home")

Date: _____

A. The following information is provided to the County pursuant to Section 8 of the Buyer's Occupancy and Resale Restriction Agreement (the "Resale Restriction"):

1. Name of the Proposed Purchaser: _____
2. Address of the Proposed Purchaser: _____
3. Proposed sales price for Home: _____
4. Amount paid by the Proposed Purchaser for Owner's personal property, if any:

5. Amount paid by the Proposed Purchaser for the services of Owner, if any:

6. Amount paid by the Proposed Purchaser for any credits, allowances, or other consideration, if any: _____

B. As required by Section 8 of the Resale Restriction, the following documents are attached to this Notice:

1. Copy of final sales contract for the Home.
2. Copy of the appraisal for the Home.
3. All other related documents which shall set forth all the terms of the sale of the Home, including a HUD-1 Settlement Statement.

C. Owner and the Proposed Purchaser agree to all of the following:

1. The proposed sale of the Home shall be closed in accordance with the terms of the sales contract and other documents submitted to and approved by the County.
2. The Proposed Purchaser or any other party has not paid and will not pay to Owner, and Owner has not received and will not receive from the Proposed Purchaser or any other party, money or other consideration, including personal property, in addition to what is set forth in the sales contract and documents submitted to the County.
3. If the proposed sale is made in violation of the terms of this Resale Restriction, or false or misleading statements are made in any documents or certification submitted to the County, the County shall have the right to foreclose on the Home or file an action at law or in equity as may be appropriate. Any costs, liabilities, or obligations incurred by Owner and the Proposed Purchaser for the return of any moneys paid or received in violation of the Resale Restriction, or for any costs and legal expenses, shall be borne by Owner and/or the Proposed Purchaser. Owner and the Proposed Purchaser shall hold the County harmless and reimburse its expenses, legal fees, and costs for any action it reasonably takes in good faith in enforcing the terms of the Resale Restriction.

D. Upon the close of the proposed sale, Owner shall provide to the County a copy of the final sales contract, HUD-1 Settlement Statement, escrow instructions, and any other documents which the County may reasonably request.

This Owner and Proposed Purchaser Certification of Sale is certified by Owner to be true and correct and is signed on _____ <<DATE>> under penalty of perjury.

By: _____
Owner

This Owner and Proposed Purchaser Certification of Sale is certified by the Proposed Purchaser to be true and correct and is signed on _____ <<DATE>> under penalty of perjury.

By: _____
Proposed Purchaser

EXHIBIT E

Form of Owner Request to Refinance Notice

To: County of Contra Costa ("County")
From: _____ ("Owner")
Home Address: _____ ("Home")
Date: _____

A. For Proposed Refinance of First Lender Loan

Owner hereby requests the County to approve the Owner's refinance of the existing First Lender Loan (first mortgage loan) on the Home. Owner provides the following information and documentation, which it certifies to be true and correct:

1. Copy of a HUD -1 Settlement Statement
2. Copy of new First Lender Loan documents, including escrow instructions
3. Contact information for proposed new First Lender

Phone Number: _____

Contact Person: _____

4. Anticipated closing date of new First Lender Loan: _____
5. Copy of recent preliminary title report for the Home
6. Copy of existing First Lender Loan documents and any other loan documents secured by a deed of trust that has been recorded against the Home.
7. Monthly Housing Payment on First Lender Loan: _____
8. Monthly Housing Payment on all other loans secured by a deed of trust that has been recorded against the Home: _____
9. Contact Information for Title Company

Name: _____

Address: _____

Phone Number: _____

Contact Person: _____

B. For Proposed Junior Loan

Owner hereby requests the County to approve the Owner's proposed junior financing. Owner also provides the following information and documentation, which it certifies to be true and correct:

1. Copy of a HUD -1 Settlement Statement
2. Copy of new junior loan documents, including escrow instructions
3. Contact information for proposed new junior lender

Phone Number: _____

Contact Person: _____

4. Anticipated closing date of new junior loan: _____
5. Copy of recent preliminary title report for the Home
6. Copy of existing First Lender Loan documents and any other loan documents secured by a deed of trust that has been recorded against the Home.
7. Monthly Housing Payment on First Lender Loan: _____
8. Monthly Housing Payment on all other loans secured by a deed of trust that has been recorded against the Home: _____
9. Contact Information for Title Company

Name: _____

Address: _____

Phone Number: _____

Contact Person: _____

Owner hereby certifies the above information is true and correct and this Owner Request to Refinance Notice is executed under penalty of perjury on _____ <<DATE>>.

By: _____
Owner

By: _____
Owner

EXHIBIT D-2

Form of Promissory Note

Promissory Note
Secured By Deed Of Trust
(Contra Costa County Inclusionary Housing/Density Bonus Program)

Recapture Amount
Excess Sales Proceeds
Proportionate Share of any Appreciation

<<HOME ADDRESS>>

<<DATE>>

FOR VALUE RECEIVED, the undersigned _____ ("Owner"), in accordance with this promissory note ("Note"), promises to pay to the order of the County of Contra Costa, a political subdivision of the State of California ("County"), any amounts due to the County as Recapture Amount, Excess Sales Proceeds, or Proportionate Share of Appreciation, as applicable.

1. Definitions. The capitalized terms set forth in this Note shall have the same meanings as in the Buyer's Occupancy and Resale Restriction Agreement ("Resale Restriction").
2. Purpose of County Note. Owner is purchasing the Home located at <<ADDRESS>> (the "Home"), pursuant to the County's Inclusionary Housing/Density Bonus Program, which provides housing opportunities to households with moderate, lower, or very low incomes to purchase homes at prices which are below market rates prevailing in the community. Pursuant to the County's Inclusionary Housing Ordinance (Chapter 822-4 of the Contra Costa County Ordinance Code), the purchase price of the Home has been set below the market value so that the Home will be affordable for purchase by low income households. Because the purchase price has been set below the market value, Owner is required and has agreed to execute the Resale Restriction that restricts the price of the Home upon resale and requires Owner to pay the Recapture Amount, which includes any Excess Sales Proceeds and the Proportionate Share of any Appreciation to the County. In addition, the Resale Restriction prohibits the Borrower from renting or leasing the Home except with prior written approval by County. This Note evidences Owner's obligation to pay the Recapture Amount, Excess Sales Proceeds, and the Proportionate Share of any Appreciation to the County pursuant to the Resale Restriction.
3. Security. This Note is secured by a deed of trust dated the same date as this Note (the "County Deed of Trust") executed by Owner and the County with respect to the Home. Home includes both the real property and all improvements now or hereafter erected on the property, and all easements, rights, appurtenances, and all fixtures now or hereafter attached to the property. The term "Home," as used herein, shall have the same meaning as the term "Property" used in the County Deed of Trust. Owner and County have also executed the Resale Restriction.
4. Term. The term of this Note commences on the date of this Note and expires

on the date of Transfer of the Home in compliance with the Resale Restriction and payment of the entire Recapture Amount due under this Promissory Note.

5. Payments. The Recapture Amount, including all Excess Sales Proceeds and the Proportionate Share of any Appreciation owed under this Note or the Resale Restriction shall immediately become due and payable: (i) in the event of a Default by Owner under this Note, the Resale Restriction, the County Deed of Trust, or the First Lender Loan; or (ii) on the date a Transfer is made, except for permitted transfers as described in the Resale Restriction. Failure to declare such amounts due shall not constitute a waiver on the part of the County to declare them due in the event of a subsequent Transfer.

6. No Assumption of Note by Subsequent Buyers. Borrower acknowledges that this Note is given in connection with the purchase of the Property by Borrower as part of a program of the County to assist in the purchase of homes by moderate, low, or very low income households. Consequently, this Note is not assumable by transferees of the Property, but is due in full upon Transfer.

7. Default and Acceleration. Owner shall be in default under this Note if: (i) Owner is in default under the Resale Restriction, the County Deed of Trust, or the First Lender Loan; (ii) Owner fails to pay any money when due under this Note; or (iii) Owner breaches any representation or covenant made in this Note, the County Deed of Trust, or the Resale Restriction. Upon the occurrence of a default as defined in this Section, the County shall have the right to declare the Recapture Amount, including the Excess Sales Proceeds and the Proportionate Share of any Appreciation immediately due and payable.

8. Nonliability for Negligence, Loss, or Damage. Owner acknowledges, understands and agrees that the relationship between Owner and the County is solely that of an owner and an administrator of a County affordable housing program, and that the County does not undertake or assume any responsibility for or duty to Owner to select, review, inspect, supervise, pass judgment on, or inform Owner of the quality, adequacy or suitability of the Home or any other matter. The County owes no duty of care to protect Owner against negligent, faulty, inadequate, or defective building or construction or any condition of the Home, and Owner agrees that neither Owner, or Owner's heirs, successors, or assigns shall ever claim, have, or assert any right or action against the County for any loss, damage, or other matter arising out of or resulting from any condition of the Home and will hold the County harmless from any liability, loss, or damage for these things.

9. Indemnity. Owner agrees to defend, indemnify, and hold the County and its officers, employees, agents, and board members harmless from all losses, damages, liabilities, claims, actions, judgments, costs, and reasonable attorneys' fees that the County may incur as a direct or indirect consequence of: (i) Owner's default, performance, or failure to perform any obligations as and when required by this Note, the Resale Restriction, or the County Deed of Trust; or (ii) the failure at any time of any of Owner's representations to the County to be true and correct.

10. No Waiver by County. No waiver of any Default under the terms of this Note

will be implied from any failure of the County to take, or any delay by the County in taking, action with respect to a breach, default, or failure, or from any previous waiver of any similar or unrelated Default. The acceptance by the County of any payment under this Note that is less than the total of all amounts due and payable at the time of such payment will not constitute a waiver of the right to exercise remedies or options at that time or at any subsequent time, or nullify any prior exercise of any such remedy by the County, without the express consent of the County. The County's waiver of any term of the Note must be made in writing and will be limited to the express written terms of such waiver.

11. Attorney Fees and Costs. If any amounts due under this Note are not paid when due, in addition to paying such amount, Borrower shall pay all costs and expenses of collection and reasonable attorney fees paid or incurred in connection with the collection or enforcement of this Note, whether or not suit is filed.

12. Joint and Several Obligations. This Note is the joint and several obligation of all makers, sureties, guarantors, and endorsers, and is binding upon them and their successors and assigns.

13. No Offset. Owner hereby waives any rights of offset it now has or may hereafter have against the County, its successors and assigns, and agrees to make the payments called for herein in accordance with the terms of this Note.

14. Waiver by Owner. Borrower and any endorsers or guarantors of this Note, for themselves, and their heirs, legal representatives, successors and assigns, respectively, severally waive diligence, presentment, protest, and demand, and notice of protest, notice of dishonor and notice of non-payment of this Note, and expressly waive any rights to be released by reason of any extension of time or change in terms of payment, or change, alteration or release of any security given for the payments under this Note, and expressly waive the right to plead any and all statutes of limitations as a defense to any demand on this Note or agreement to pay the same.

15. Notices. Notices to the County or Owner required hereunder are to be given in the manner described in Section 22 of the Resale Restriction.

16. Controlling Law. This Note shall be construed in accordance with and be governed by the laws of the State of California. The venue for any legal action pertaining to this County Note shall be Contra Costa County, California.

17. Assignment by County. The County may assign its right to receive the proceeds under this County Note to any person and upon notice to Owner by the County that all payments shall be made to the assignee.

18. Severability. Should any provision of this Note be held to be invalid, illegal, or unenforceable, the validity, legality, and enforceability of the remaining provisions hereof shall not in any way be affected or impaired thereby.

19. Entire Agreement. This Note (along with the Resale Restriction and County

Deed of Trust) sets forth the entire understanding and agreement of the County and Owner, and any amendment, alteration, or interpretation of this Note must be in writing signed by both the County and Owner.

OWNER

EXHIBIT D-3

Form of Deed of Trust

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

Contra Costa County
Department of Conservation and Development
30 Muir Road
Martinez, CA 94553
Attn: Housing and Community Improvement Division

No fee for recording pursuant to
Government Code Section 27383

DEED OF TRUST AND SECURITY AGREEMENT
(Contra Costa County Inclusionary Housing/Density Bonus Program)

THIS DEED OF TRUST AND SECURITY AGREEMENT ("Deed of Trust") is made this ____ day of _____, 20____, among _____, as trustor ("Owner"); _____ a _____, as trustee ("Trustee"); and the County of Contra Costa, a political subdivision of the State of California, as beneficiary ("County").

Owner has signed a Buyer's Occupancy and Resale Restriction Agreement dated _____ (the "Resale Restriction") and a promissory note in favor of the County dated _____ (the "Note").

This Deed of Trust secures to County: (i) the payment of the Recapture Amount, including the Excess Sales Proceeds and the Proportionate Share of Appreciation (all as defined in the Resale Restriction), and (ii) the performance of Owner's covenants and agreements under this Deed of Trust, the Resale Restriction, and the Note. For this purpose, Borrower irrevocably grants, transfers, conveys, and assigns to Trustee, in trust, with power of sale, the property located in the County of Contra Costa, State of California, described in the attached Exhibit A and more commonly known as: <<HOME ADDRESS>>.

TOGETHER with all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions are also covered by this Deed of Trust. All of the foregoing is referred to in this Deed of Trust as the "Property."

OWNER COVENANTS that Owner holds fee title to the Property and has the right to grant and convey the Property and that the Property is unencumbered, except for (i) those encumbrances identified below (together, the "First Lender Loan") and (ii) the Resale Restriction and the Note. Owner warrants and shall defend generally the title to the Property against all claims and demands, subject to the First Lender Loan.

Name of Lender (together, the “ <u>First Lender</u> ”)	Amount	Date Deed of Trust Recorded
_____	\$ _____	_____
_____	\$ _____	_____
_____	\$ _____	_____
_____	\$ _____	_____

OWNER AND COUNTY COVENANT AND AGREE AS FOLLOWS:

1. Payment of Recapture Amount. Owner shall promptly pay, when and if due pursuant to the Resale Restriction and Note, the Recapture Amount, including the Excess Sales Proceeds and the Proportionate Share of Appreciation (all as defined in the Resale Restriction). Under the terms of the Note, the Note is not assumable by transferees of the Property, but is due in full upon any sale, assignment, or transfer.
2. Resale Restriction. Owner shall observe and perform all of the covenants and agreements of the Resale Restriction, the Note, and this Deed of Trust.
3. First Lender Loan. Owner shall observe and perform all of the covenants and agreements of the promissory note(s) (together, the “First Lender Note”), the deed(s) of trust securing the First Lender Note (together, the “First Lender Deed of Trust”), and related documents of the First Lender Loan.
4. Charges; Liens. Owner shall pay all taxes, assessments, and other charges, fines, and impositions attributable to the Property that have or may attain a priority over this Deed of Trust, by Owner making any payment, when due, directly to the payee thereof. Upon request by the County, Owner shall promptly furnish to the County all notices of amounts due under this paragraph.
5. Hazard Insurance. Owner shall keep the improvements now existing or hereafter erected on the Property (the “Improvements”) insured against loss by fire, hazards included within the term “extended coverage,” and any other hazards for which the County requires insurance. The insurance must be maintained in an amount equal to the current replacement value of the Improvements, which will be initially established by appraisal, and then adjusted annually to reflect changes to local building costs calculated on a per square foot basis. The County has the right, but not the obligation, to inform Owner of the then-current replacement value of the Property. The amount of insurance may not be less than the amount necessary to prevent Owner from becoming a co-insurer under the terms of the policy. If the Property is located in an area with a FEMA flood zone designation of A or AE, Owner shall also obtain flood plain insurance.

The insurance carrier providing this insurance must be licensed to do business in the State of California.

All insurance policies and renewals thereof must be in a form acceptable to the County and include a standard mortgage clause and name the First Lender and the County as mortgagees and as additional loss payees, as their interests may appear. The County has the right to hold, or cause its designated agent to hold, the policies and renewals thereof. Upon request, Owner shall promptly furnish to the County, or its designated agent, the original insurance policies or certificates of insurance, all renewal notices, and all receipts of paid premiums. In the event of loss, Owner shall give prompt notice to the insurance carrier and the County or its designated agent. The County, or its designated agent, may make proof of loss if not made promptly by Owner. The County must receive 30 days advance written notice of cancellation of any insurance policies required under this section.

Subject to the rights of the First Lender, unless otherwise permitted by the County in writing, any insurance proceeds must be applied to restoration or repair of the damaged Property, if the restoration or repair is economically feasible and the County's security is not lessened. During such repair and restoration period, the County has the right to hold the insurance proceeds until the County has had an opportunity to inspect the Property to ensure the work has been completed to the County's satisfaction, provided that such inspection is undertaken promptly. The County may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. Unless an agreement is made in writing or applicable law requires interest to be paid on the insurance proceeds, the County is not required to pay Owner any interest or earnings on the proceeds. Fees of public adjusters or other third parties retained by Owner will not be paid out of the insurance proceeds and are the sole obligation of Owner. If the restoration or repair is not economically feasible or the County's security would be lessened, the insurance proceeds will be applied to the sums secured by this Deed of Trust, whether or not then due, with the excess, if any, paid to Owner. If the Property is abandoned by Owner, or if Owner fails to respond to the County or its designated agent within 30 days from the date notice is mailed by either of them to Owner that the insurance carrier has offered to settle a claim for insurance benefits, the County or its designated agent is authorized to (i) negotiate and settle the claim, and (ii) collect and apply the insurance proceeds at the County's option either to restoration or repair of the Property or to pay amounts due under the Resale Restriction and Note.

If the Property is acquired by the County, all right, title, and interest of Owner in and to any insurance policy, as well as any insurance proceeds paid or due Owner for damage to the Property prior to acquisition by the County, will pass to the County, subject to the rights of the First Lender.

6. Preservation and Maintenance of Property. Owner shall keep the Property in good repair and in a neat, clean, and orderly condition. Owner shall not commit waste or permit impairment or deterioration of the Property. If there arises a condition in contravention of this section, and if the Owner has not cured such condition within 30 days after receiving a County notice of such a condition, then in addition to any other rights available to the County, the County will have the right (but not the obligation) to perform all acts necessary to cure such condition, and to establish

or enforce a lien or other encumbrance against the Property to recover its cost of curing the condition.

7. Protection of the County's Interest in the Property. If Owner fails to perform the covenants and agreements contained in this Deed of Trust or if any action or proceeding is commenced that might significantly affect the County's interest in the Property or its rights under this Deed of Trust (including, but not limited to, default under the First Lender Deed of Trust, eminent domain, insolvency, code enforcement, or arrangements or proceedings involving a bankruptcy or decedent) or if Owner has abandoned the Property, then the County may do and pay for whatever is reasonable or appropriate to protect the County's interest in the Property and rights under this Deed of Trust, including protecting and assessing the value of the Property, and securing and/or repairing the Property. The County's actions may include but are not limited to: (a) paying any sums secured by a lien that has priority over this Deed of Trust; (b) appearing in court; (c) paying reasonable attorneys' fees to protect its interest in the Property and its rights under this Deed of Trust, including its secured position in a bankruptcy proceeding. Securing the Property includes but is not limited to entering the Property to make repairs, change locks, replace or board up doors and windows, drain water from pipes, eliminate building or other code violations or dangerous conditions, and have utilities turned on or off. Although the County may take action under this Section 7, the County does not have to do so and is not under any duty or obligation to do so. It is agreed that the County incurs no liability for not taking any or all actions authorized under this Section 7.

Any amounts disbursed by the County pursuant to this Section 7, with interest thereon, will become additional debt of Owner secured by this Deed of Trust. Such amounts will be payable upon notice from the County to Owner requesting payment thereof, and will bear interest from the date of disbursement at the lesser of (i) ten percent (10%); or (ii) the highest rate permissible under applicable law.

8. Inspection. The County and its authorized representatives may make or cause to be made reasonable entries upon the Property to determine if the Owner is in compliance with the requirements of the Resale Restriction, the Note, and this Deed of Trust. The County will give Owner reasonable notice of such entry and inspection.

9. Forbearance by the County Not a Waiver. Any forbearance by the County in exercising any right or remedy, including without limitation, the County's acceptance of an amount less than the amount due, is not a waiver of and does not preclude the exercise of any right or remedy. The procurement of insurance or the payment of taxes or other liens or charges by the County is not a waiver of the County's right to accelerate the maturity of the indebtedness secured by this Deed of Trust.

10. Remedies Cumulative. All remedies provided in this Deed of Trust are distinct and cumulative to any other right or remedy under this Deed of Trust or any other document, or afforded by law or equity, and may be exercised concurrently, independently, or successively.

11. Hazardous Substances.

As used in this Section 11, "Hazardous Substances" are those substances defined as toxic or hazardous substances, pollutants, or wastes under any Environmental Law, and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials.

As used in this Section 11, "Environmental Law" means all federal laws and all laws of the state of California that relate to health, safety, or environmental protection.

Owner may not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances on or in the Property. Owner may not, and may not allow anyone else to, do anything affecting the Property that is in violation of any Environmental Law. The preceding two sentences do not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property. Owner shall promptly give the County written notice of any investigation, claim, demand, lawsuit, or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Owner has actual knowledge. If Owner learns, or is notified by any governmental or regulatory authority, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Owner shall promptly take all necessary remedial actions in accordance with Environmental Law.

12. Successors and Assigns Bound. The covenants and agreements herein contained bind and benefit the successors and assigns of the County and Owner.

13. Joint and Several Liability. Owner covenants and agrees that Owner's obligations and liabilities are joint and several.

14. Notice. Except for any notice required under applicable law to be given in another manner, all notices required herein shall be sent by certified mail, return receipt requested, express delivery service with a delivery receipt, or personal delivery with a delivery receipt, and shall be deemed to be effective as of the date received, the date delivery was refused, or the date returned as undeliverable as indicated on the return receipt. Notice to any one Owner will constitute notice to all Owners unless applicable law expressly requires otherwise. The notice address is the Property address unless Owner has designated a substitute notice address by notice to the County. Owner shall promptly notify the County of Owner's change of address. There may be only one designated notice address under this Deed of Trust at any one time. Any notice to the County must be given by mailing it to Contra Costa County Department of Conservation and Development at 30 Muir Road, Martinez, CA 94553, Attention: Housing and Community Improvement Division, or to such other address as the County may designate by notice to Owner as provided above. If any notice required by this Deed of Trust is also required under applicable law, the applicable law requirement will satisfy the corresponding requirement under this Deed of Trust.

15. Governing Law. This Deed of Trust is governed by the laws of the State of California. The venue for any legal action pertaining to this Deed of Trust shall be Contra Costa County, California.

16. Severability. In the event that any provision or clause of this Deed of Trust, the Resale Restriction, or the Note conflicts with applicable law, such conflict will not affect other provisions of this Deed of Trust, the Resale Restriction, or the Note which can be given effect without the conflicting provision, and to this end the provisions of the Deed of Trust, the Resale Restriction, and the Note are declared to be severable.

17. Captions. The captions and headings in this Deed of Trust are for convenience only and are not to be used to interpret or define the provisions hereof.

18. Nondiscrimination. Owner covenants that there will be no discrimination against or segregation of a person or of a group of persons on account of race, color, religion, creed, age, disability, sex, sexual orientation, marital status, ancestry, or national origin in the sale, transfer, use, occupancy, tenure, or enjoyment of the Property, nor shall Owner or any person claiming under or through Owner establish or permit any such practice or practices of discrimination or segregation with reference to the use, occupancy, or transfer of the Property. The foregoing covenant runs with the land.

19. Nonliability for Negligence, Loss, or Damage. Owner acknowledges, understands and agrees that the relationship between Owner and the County is solely that of an owner and an administrator of a County affordable housing program, and that the County does not undertake or assume any responsibility for or duty to Owner to select, review, inspect, supervise, pass judgment on, or inform Owner of the quality, adequacy, or suitability of the Property or any other matter. The County owes no duty of care to protect Owner against negligent, faulty, inadequate, or defective building or construction or any condition of the Property, and Owner agrees that neither Owner, or Owner's heirs, successors, or assigns shall ever claim, have, or assert any right or action against the County for any loss, damage, or other matter arising out of or resulting from any condition of the Property and will hold the County harmless from any liability, loss, or damage for these things.

20. Indemnity. Owner agrees to defend, indemnify, and hold the County and its officers, employees, agents, and board members harmless from all losses, damages, liabilities, claims, actions, judgments, costs, and reasonable attorneys' fees that the County may incur as a direct or indirect consequence of: (i) Owner's default, performance, or failure to perform any obligations as and when required by this Deed of Trust, the Resale Restriction, or the Note; or (ii) the failure at any time of any of Owner's representations to the County to be true and correct.

21. Acceleration; Remedies.

a. Upon Owner's breach of any covenant or agreement of Owner in the Resale Restriction, the Note, or this Deed of Trust, the County, prior to acceleration, will mail by express delivery, return receipt requested, notice to Owner specifying: (i) the breach; (ii) the action required to cure such breach; (iii) a date, not less than 30 days from the date the notice is

received by Owner as shown on the return receipt, by which such breach is to be cured; and (iv) that failure to cure such breach on or before the date specified in the notice may result in acceleration of the sums secured by this Deed of Trust and sale of the Property. The notice will also inform Owner of Owner's right to reinstate after acceleration and the right to bring a court action to assert the nonexistence of default or any other defense of Owner to acceleration and sale.

b. Notwithstanding subsection (a) of this Section 21, in the event of a default by Owner under the First Lender Deed of Trust, no notice to Owner is required prior to acceleration.

c. If the breach is not cured on or before the date specified in the notice required by subsection (a), or in the event of a default by Owner under the First Lender Deed of Trust, the County, at the County's option, may: (i) declare all of the sums secured by this Deed of Trust to be immediately due and payable without further demand and may invoke the power of sale and any other remedies permitted by California law; (ii) enter upon and take possession of the Property in the County's name or in the name of Trustee, or by a receiver appointed by a court, and do any acts which it deems necessary or desirable to preserve the value or marketability of the Property or increase the income from the Property, with or without bringing any action or proceeding; (iii) commence an action to foreclose under this Deed of Trust, appoint a receiver, or specifically enforce any of the covenants hereof; (iv) deliver to Trustee a written declaration of default and demand for sale, pursuant to the provisions for notice of sale found at California Civil Code Section 2924 et seq., as amended from time to time; or (v) exercise all other rights and remedies provided herein, in the instruments by which Owner acquires title to the Property, or in any other document or agreement now or hereafter evidencing, creating, or securing all or any portion of the obligations secured hereby, or provided by law. Entering upon and taking possession of the Property pursuant to subsection (ii) above will not cure or waive any breach hereunder or invalidate any act done in response to such breach and, notwithstanding the County's continued possession of the Property, the County will be entitled to exercise every right provided for in this Deed of Trust and by law upon the occurrence of any uncured breach, including the right to exercise the power of sale.

d. The County is entitled to collect all reasonable costs and expenses incurred in pursuing the remedies provided in this section, including, but not limited to, reasonable attorneys' fees.

22. Owner's Right to Reinstate After Acceleration. If Owner meets certain conditions, Owner has the right to have enforcement of this Deed of Trust discontinued at any time prior to the earliest of: (a) five days before sale of the Property pursuant to the power of sale contained in this Deed of Trust; (b) such other period as applicable law might specify for the termination of Owner's right to reinstate; or (c) entry of a judgment enforcing this Deed of Trust. Those conditions are that Owner: (i) pays County all sums that then would be due under this Deed of Trust and the Note if no acceleration had occurred; (ii) cures any default of any other covenants or agreements; (iii) pays all expenses incurred by County and Trustee in enforcing this Deed of Trust, including, but not limited to, reasonable attorneys' fees, property inspection and valuation fees, and other fees incurred for the purpose of protecting the County's interest in the Property and rights under this Deed of Trust; and (iv) takes such other actions as County may reasonably

require to assure that the County's interest in the Property and rights under this Deed of Trust, and Owner's obligation to pay the sums secured by this Deed of Trust, continue unchanged. Upon such payment and cure by Owner, this Deed of Trust and the obligations secured hereby will remain in full force and effect as if no acceleration had occurred. However, this right to reinstate does not apply in the case of acceleration that results from a breach of Section 23.

23. Due on Transfer of the Property. Subject to Section 6 of the Resale Restriction, Owner shall pay in full all amounts secured by this Deed of Trust upon any Transfer (as defined in the Resale Restriction) of the Property or any interest in it.

24. Reconveyance. Upon payment of all sums secured by this Deed of Trust, and following the expiration of the Term of the Resale Restriction, and if Owner is not in violation of any provisions of this Deed of Trust, the Resale Restriction, or the Note, the County will request Trustee to reconvey the Property and will surrender this Deed of Trust to Trustee. Trustee will reconvey the Property without warranty and without charge to the person or persons legally entitled thereto. The County may charge such person or persons a reasonable fee for reconveying the Property, but only if the fee is to be paid to a third party (such as the Trustee) for services rendered and the charging of the fee is permitted under applicable law. If the fee charged does not exceed the fee set by applicable law, the fee is conclusively presumed to be reasonable.

25. Substitute Trustee. The County, at its option, may from time to time remove Trustee and appoint a successor trustee to any Trustee appointed hereunder. The successor trustee will succeed to all the title, powers, and duties conferred upon the Trustee herein and by applicable law.

26. Superiority of First Lender Documents. Notwithstanding any other provision of this Deed of Trust, the provisions of this Deed of Trust are subordinate to the lien of the First Lender Deed of Trust and do not impair the rights of the First Lender, or the First Lender's successor or assign, to exercise its remedies under the First Lender Deed of Trust in the event of default under the First Lender Deed of Trust by the Owner. Remedies under the First Lender Deed of Trust include the right of foreclosure or acceptance of a deed or assignment in lieu of foreclosure. After a foreclosure or acceptance of a deed or assignment in lieu of foreclosure by the First Lender, this Deed of Trust will be forever terminated and will have no further effect as to the Property or any transferee thereafter if (i) the County has been given written notice of default under such First Lender Deed of Trust with a 60-day cure period (which requirement will be satisfied by recordation of a notice of default under California Civil Code Section 2924), and (ii) the County has not cured the default within such 60-day period. Owner agrees to execute any documents necessary to effect such termination, if applicable.

27. Request for Notice. Owner requests that copies of any notice of default and notice of sale be sent to Owner in accordance with Section 14 above.

IN WITNESS WHEREOF, Owner has executed this Deed of Trust as of the date first written above.

OWNER

OWNER

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

STATE OF CALIFORNIA)
)
COUNTY OF CONTRA COSTA)

On _____, 20__, before me, _____, Notary Public, personally appeared, _____ who proved to me on the basis of satisfactory evidence to be the person(s) whose name is subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity, and that by his/her/their signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify UNDER PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ (seal)

STATE OF CALIFORNIA)
)
COUNTY OF CONTRA COSTA)

On _____, 20__, before me, _____, Notary Public, personally appeared, _____ who proved to me on the basis of satisfactory evidence to be the person(s) whose name is subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity, and that by his/her/their signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify UNDER PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ (seal)

EXHIBIT A

Legal Description of the Property