



CONTRA COSTA COUNTY

AGENDA

Contra Costa County Zoning Administrator

Wednesday, February 19, 2025

1:30 PM

30 Muir Road, Martinez

Zoom: <https://cccounty-us.zoom.us/j/83831039285> | Call in: (888) 278-0254 Access code: 198675

The Zoning Administrator meeting will be accessible in-person, via telephone, and via live-streaming to all members of the public. Zoning Administrator meetings can be viewed live online at: http://contra-costa.granicus.com/ViewPublisher.php?view_id=13.

Persons who wish to address the Zoning Administrator during public comment or with respect to an item on the agenda may comment in person or may call in during the meeting by dialing (888) 278-0254, followed by the access code 198675##. A caller should indicate they wish to speak on an agenda item, by pushing "#2" on their phone. Access via Zoom is also available using the following link <https://cccounty-us.zoom.us/j/83831039285>. Those participating via Zoom should indicate they wish to speak on an agenda item by using the "raise your hand" feature in the Zoom app. Public comments may also be submitted before the meeting by email at planninghearing@dcd.cccounty.us or by voicemail at (925) 655-2860.

Commenters will generally be limited to three (3) minutes each. Comments submitted by email or voicemail will be included in the record of the meeting but will not be read or played aloud during the meeting. The Zoning Administrator may reduce the amount of time allotted per commenter at the beginning of each item or public comment period depending on the number of commenters and the business of the day. The Zoning Administrator may alter the order of agenda items at the meeting. Your patience is appreciated.

The Community Development Division of the Department of Conservation and Development will provide reasonable accommodations to those persons needing translation services and for persons with disabilities who wish to participate in Zoning Administrator meetings. Please contact Hiliana Li at least 48 hours before the meeting at (925) 655-2860.

1. PUBLIC COMMENTS
2. NOTICE OF FINE APPEAL: PUBLIC HEARING

- 2a. This is an appeal hearing for a Notice of Fine that was issued for Code Enforcement Case CECF23-00253. This case is for violation(s) of operating a landscaping business on the vacant property in a P-1 zoning district. The property address is 0 Poinsettia Avenue, Bay Point, California [25-424](#)

Attachments: [CECF23-000253](#)

3. MINOR SUBDIVISION: PUBLIC HEARING

- 3a. GLORIA KNOLL LLC, GRANT CARONE (Applicant & Owner), County File #CDMS24-00009: The applicant requests approval of a tentative map for a minor subdivision application to subdivide an approximately 45,502-square-foot vacant lot into two lots. Parcel A will be approximately 21,054 square feet and Parcel B will be 24,449 square feet. No residential development is proposed with the project. The project proposes future improvements such as grading of approximately 4,633 cubic yards of cut and 683 cubic yards of fill, proposing a new private access, utility and landscape easement on Parcel A, a bio-retention area on Parcel A and Parcel B, and sanitary and water lines. Access to the parcels would be provided by a private road that connects to Gloria Terrace. The project site is located directly north of 3274 Gloria Terrace in the unincorporated Lafayette area of the County. (Zoning: R-20, Single-Family Residential District) (APN: 166-240-039) EL [25-425](#)

Attachments: [Attachment A CDMS24-00009 Findings and COAs](#)
[Attachment B CDMS24-00009 Maps](#)
[Attachment C CDMS24-00009 Agency Comments](#)
[Attachment D CDMS24-00009 Tentiative Map 10.9.2024](#)

PLEASE NOTE: THE NEXT MEETING OF THE CONTRA COSTA COUNTY ZONING ADMINISTRATOR WILL BE HELD ON MONDAY, MARCH 3, 2025.



CONTRA COSTA COUNTY

1025 ESCOBAR STREET
MARTINEZ, CA 94553

Staff Report

File #: 25-424

Agenda Date: 2/19/2025

Agenda #: 2a.

Project Title: NOTICE OF FINE APPEAL HEARING

County File: CECF23-00253 **Owners:** LOPEZ MARTINE

Zoning: P-1

Site Address: 0 POINSETTIA AVE, BAY POINT, CA

Parcel Number(s): 096-044-007

Code Enforcement Officer: ARMANDO CARRASCO & WILLIAM LOVAN **Staff Recommendation:** DENY APPEAL (SEE SECTION IV)

Notice of Fine Appeal Hearing

I. PROJECT DESCRIPTION

This is an appeal hearing for a Notice of Fine that was issued for Code Enforcement Case CECF23-00253. This case is for violation(s) of operating a landscaping business on the vacant property in a P-1 zoning district.

II. BACKGROUND

On March 10, 2023, Code Enforcement Staff observed a landscaping business operating from the vacant property in a P-1 zoning district.

On March 10, 2023, A **Notice to Comply** sent by mail to property owner.

On May 25, 2023, Code Enforcement Staff posted a **Notice of Violation** at the vacant property due to the operation of a landscaping business on the vacant property in a P-1 zoning district.

On July 20, 2023, Code Enforcement Staff posted a **Notice of Fine** at the vacant property due to the operation of a landscaping business on the vacant property in a P-1 zoning district.

On November 22, 2024, Code Enforcement Staff sent by mail a **letter in response** to a change of Inspector and a revised **Notice to Comply** letter.

Zoning Administrator - February 19, 2025

County File # CECF23-00253

Page 2 of 2

III. DISCUSSION OF APPEAL POINTS

1. Claim of no zoning violation at the vacant property and that the violation has not been corrected.

While monitoring illegal dumping conditions at other properties in the neighborhood on weekday mornings, Code Enforcement Manager, Joe Losado, has observed "Curb Appeal Landscape" operating from the vacant property in a P-1

Zoning District. Operational activities including employees blocking Poinsettia Avenue while entering, parking, loading, and exiting the property with personal and company vehicles.

The SH designation of the Bay Point P-1 zoning district which the property is located, does not permit a landscaping business to operate on a vacant property.

2. Attorney of the property owner claims that the vacant property is currently listed for sale.

As of July 20, 2023, the property has yet to be sold and “Curb Appeal Landscape” continues to operate a landscaping business from the vacant property.

IV. RECOMMENDATIONS

Staff recommends that the County Zoning Administrator

- 1) Direct the property owner to discontinue/remove the violation OR
- 2) Direct the property owner to pay the fine amount listed in the Notice of Fine

A Vacant Lot in Bay Point, CA

APN: 096-044-007

Case File: CECF23-00253

Title 8



Department of Conservation and Development

County Zoning Administrator

Monday - February 19, 2025 – 1:30 p.m.

STAFF REPORT

Agenda Item

Project Title: NOTICE OF FINE APPEAL HEARING

County File: CECF23-00253

Owners: LOPEZ MARTINE

Zoning: P-1

Site Address: 0 POINSETTIA AVE, BAY POINT, CA

Parcel Number(s): 096-044-007

Code Enforcement Officer: ARMANDO CARRASCO & WILLIAM LOVAN

Staff Recommendation: DENY APPEAL (SEE SECTION IV)

Notice of Fine Appeal Hearing

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The SH designation of the Bay Point P-1 zoning district which the property is located, does not permit a landscaping business to operate on a vacant property.

2. Attorney of the property owner claims that the vacant property is currently listed for sale.

As of July 20, 2023, the property has yet to be sold and “Curb Appeal Landscape” continues to operate a landscaping business from the vacant property.

IV. RECOMMENDATIONS

Staff recommends that the County Zoning Administrator

- 1) Direct the property owner to discontinue/remove the violation OR
- 2) Direct the property owner to pay the fine amount listed in the Notice of Fine

Attachment: Notification from Code Enforcement

**Department of
Conservation and
Development**

30 Muir Road
Martinez, CA 94553

Phone:1-855-323-2626

**Contra
Costa
County**



John Kopchik
Director

Aruna Bhat
Deputy Director

Jason Crapo
Deputy Director

NOTICE TO COMPLY

March 10, 2023

LOPEZ MARTINE
PO BOX 972
CLAYTON, CA 94517-0972

SITE: 0 POINSETTIA AVE, BAY POINT, CA
APN: 096044007
REF: CECF23-00253

You are hereby notified that this department has observed your property at the above location and determined it is in violation of the Contra Costa County Ordinance Code for the following reason(s):

Violation Description and County Ordinance Code Section

1. On March 10, 2023, Department staff observed landscaping vehicles, materials, equipment, and machinery at the property. Accordingly, this is violation of Contra Costa County Ordinance 720. Regulation of Vacant Property; 720-6. Duty to Maintain Property; 720-6.204 & 720-6.404.
2. On March 10, 2023, Department staff observed a landscaping business operating from the property in a P-1 zoning district. Accordingly, this is violation of Contra Costa County Ordinance 82 & 84. Adoption of the Zoning Ordinance; 82-2.002. Land Use Enforcement; 82-2.006. Uses permitted in a P-1 Zoning District; 84-66.402.

You must clear the above violation(s) by taking the following corrective action(s):

Corrective Actions

1. Remove the landscaping vehicles, materials, equipment, and machinery from the property **within ten (10) days** of this notification
2. Discontinue the use and remove the landscaping business from the property **within ten (10) days** of this notification.

An investigation has begun and compliance is required to correct the above violation(s). A code enforcement fee shall be charged equal to two times the amount of all permit fees with a minimum of \$300.00. Zoning violation clearances require a minimum of a \$300.00 fee. A fee of \$150.00 per trip will be charged until compliance is met. The fees are additive to the building permit/zoning fees. **All fees are subject to change.**

If you fail to comply with this notice, this office will take one or more of the following actions:

- 1. Record this notice on property records**
- 2. Refer to County Counsel for legal action**
- 3. Issue a Citation – Court appearance, penalties and fines**
- 4. Notify the Franchise Tax Board (On rental units declared substandard)**
- 5. Obtain abatement order – All costs plus administrative fees billed to owner**
- 6. Administrative Penalty Procedures – Daily fines for each noted violation**

I may be reached at (925) 655-2806 any workday between 7:30 and 10:00 a.m.

Armando Carrasco

Armando Carrasco
Building Inspector/Code Enforcement Officer
Armando.Carrasco@dcd.cccounty.us

AAC:mlp

**Department of
Conservation and
Development**

30 Muir Road
Martinez, CA 94553

Phone: 1-855-323-2626

**Contra
Costa
County**



John Kopchik
Director

Jason Crapo
Deputy Director

Maureen Toms
Deputy Director

Deidra Dingman
Deputy Director

Ruben Hernandez
Deputy Director

Gabriel Lemus
Assistant Deputy Director

ADMINISTRATIVE PENALTY NOTICE OF VIOLATION
(Contra Costa County Ordinance Code, § 14-12.006)

May 25, 2023

LOPEZ MARTINE
PO BOX 972
CLAYTON, CA 94517-0972

SITE: 0 POINSETTIA AVE, BAY POINT, CA
APN: 096044007
REF: CECF23-00253

Our records indicate that you are the responsible party of record of the above-referenced property.

An inspection of the property was conducted on March 10, 2023, and the following violation(s) noted:

1. Landscaping business operating from a vacant property in a P-1 zoning district. Contra Costa County Ordinance 82 & 84. Adoption of the Zoning Ordinance; 82-2.002. Land Use Enforcement; 82-2.006. Uses permitted in a P-1 Zoning District; 84-66.402.

To correct this violation, you must:

1. Discontinue the use and remove the landscaping business from the property.

This violation must be abated within thirty (30) days from May 25, 2023.

If the violation is not abated within thirty (30) days from May 25, 2023, you may receive a Notice of Fine and be subject to an administrative fine of \$100 for the first day, \$200 for the second day, and \$500 for each subsequent day. Therefore, non-compliance could result in total fines of \$ 14,300.00 on top of any other fines already assessed.

Administrative Penalty Notice of Violation

LOPEZ MARTINE

May 23, 2023

Page 2

No fine will be incurred if the violation is abated within thirty (30) days from May 25, 2023.

Before the above-referenced thirty (30) day period expires, you may submit in writing to the Deputy Director, Building Inspection Division, 30 Muir Road, Martinez, CA 94553, any information, extenuating circumstance, or dispute in the determination of the existence of a violation or the amount of the fine to be imposed. If the Deputy Director, or designee, determines that an effort is being made to correct the violation(s), he or she may grant an additional period of time for correction of the violation(s). However, if an additional period of time is granted to correct the violation(s), you may be subject to additional fines not to exceed \$500 for each day the violation(s) continues to exist.

Failure to comply with this notice may result in, but is not limited to, any or all of the following actions:

1. Transmittal of Notice of Fine
2. Recordation of Notice of Fine with the Contra Costa County Recorder;
3. Declaration of lien recorded against the property;
4. Other actions for enforcement of a civil judgment.

Thank you for your attention to this matter. Please be advised that this notice only addresses violations of Title 8 of the County Ordinance Code. You may be required to obtain other permits in order to comply with other portions of the County Ordinance Code.



Armando Carrasco

Building Inspector/Code Enforcement Officer

(925) 655-2806

Armando.Carrasco@dcd.cccounty.us

**Department of
Conservation and
Development**

30 Muir Road
Martinez, CA 94553

Phone:1-855-323-2626

**Contra
Costa
County**



John Kopchik
Director

Jason Crapo
Deputy Director

Ruben Hernandez
Deputy Director

ADMINISTRATIVE PENALTY NOTICE OF FINE
(Contra Costa County Ordinance Code, § 14-12.006)

July 20, 2023

LOPEZ MARTINE
PO BOX 972
CLAYTON, CA 94517-0972

SITE: 0 POINSETTIA AVE, BAY POINT, CA
APN: 096044007
REF: CECF23-00253

Our records indicate that you are the responsible party of record of the above-referenced property. An inspection of the property was conducted on March 10, 2023, and the following violation(s) noted:

1. Landscaping business operating from a vacant property in a P-1 zoning district. Contra Costa County Ordinance 82 & 84. Adoption of the Zoning Ordinance; 82-2.002. Land Use Enforcement; 82-2.006. Uses permitted in a P-1 Zoning District; 84-66.402.

In the Notice of Violation dated May 25, 2023, you were advised of the options available to correct the violation on your property and the consequences of non-compliance.

Because the violation(s) have not been corrected, the Director has imposed on you a fine in the amount of \$14,300.00.

Payment shall be sent to Contra Costa County, Department of Conservation and Development, Community Development Division, 30 Muir Road, Martinez, CA 94553 **within thirty (30) days of the date of this notification**. The administrative penalty is a personal obligation, and failure to pay the penalty may result in the amount being made a lien and/or special assessment against your property, and other legal action may be taken to collect the penalty. If a judicial action is required to collect the penalty, the County will seek to recover its attorney fees and cost from you.

RIGHT TO APPEAL

You may appeal this fine by filing a written appeal with the Contra Costa County, Department of Conservation and Development, Community Development Division at 30 Muir Road, Martinez,

Administrative Penalty Notice of Fine

LOPEZ MARTINE

July 20, 2023

Page 2

CA 94553, within 15 calendar days of the date of mailing of this notice. The written appeal must contain:

1. A brief statement setting forth the interest you have in the matter relating to the imposition of the penalty;
2. A brief statement of the material facts you claim support the contention that no fine should be imposed or that a fine of a different amount is warranted; and
3. An address at which you agree that notice of any additional proceedings or an order relating to imposition of the fine may be received by first class mail.

If you file an appeal, the appeal hearing will be set no sooner than 20 days and no later than 45 days following the service date of the notice of appeal hearing. Notice of the appeal hearing will be mailed at least 12 calendar days before the date set for the hearing. Failure to appear will cause this notice to become a final order. If you fail to request an appeal, this notice shall be final. Government Code section 53069.4 authorizes judicial review of a final administrative order.

The Director may record a copy of this Notice of Fine with the Contra Costa County Recorder.

Department of Conservation and Development
Contra Costa County

Francisco Avila

Francisco Avila
Principal Planner
Community Development Division

**Department of
Conservation and
Development**

30 Muir Road
Martinez, CA 94553

Phone:1-855-323-2626

**Contra
Costa
County**



John Kopchik
Director

Jason Crapo
Deputy Director

Ruben Hernandez
Deputy Director

November 22, 2024

LOPEZ MARTINE & INIGUEZ LUCIO
PO BOX 972
CLAYTON, CA 94517-0972

SITE: 0 POINSETTIA AVE, BAY POINT, CA
APN: 096044007
REF: CECF23-00253

To: Property Owner

This letter is in response to a change of Inspector on the case and to a recent case review. After reviewing it has been determined that the violation still exists. Please refer to the enclosed Notice to Comply for violation description and corrective action.

The department appreciates your cooperation and would like to continue working with you towards a solution to your violation(s). If you have any questions or concerns, I may be reached at (925) 655-3044 any workday between 7:30 and 10:00 a.m.

Bill Lovan

Bill Lovan
Building Inspector/Code Enforcement Officer
William.Lovan@dcd.cccounty.us

**Department of
Conservation and
Development**

30 Muir Road
Martinez, CA 94553

Phone: 1-855-323-2626

**Contra
Costa
County**



John Kopchik
Director

Jason Crapo
Deputy Director

Ruben Hernandez
Deputy Director

NOTICE TO COMPLY

November 22, 2024

LOPEZ MARTINE & INIGUEZ LUCIO
PO BOX 972
CLAYTON, CA 94517-0972

SITE: 0 POINSETTIA AVE, BAY POINT, CA
APN: 096044007
REF: CECF23-00253

You are hereby notified that this department has observed your property at the above location and determined it is in violation of the Contra Costa County Ordinance Code for the following reason(s):

Violation Description and County Ordinance Code Section

1. On March 10, 2023, Department staff observed landscaping vehicles, materials, equipment, and machinery at the property in addition to a landscaping business operating from the property. Accordingly, this is violation of Contra Costa County Ordinance 720. Regulation of Vacant Property; 720-6. Duty to Maintain Property; 720-6.204 & 720-6.404.

You must clear the above violation(s) by taking the following corrective action(s):

Corrective Actions

1. Remove the landscaping vehicles, materials, equipment, and machinery in addition to the landscaping business from the property **within ten (10) days** of this notification

An investigation has begun, and compliance is required to correct the above violation(s). A code enforcement fee shall be charged equal to two times the amount of all permit fees with a minimum of \$300.00. Zoning violation clearances require a minimum of a \$300.00 fee. A fee of \$150.00 per trip will be charged until compliance is met. The fees are additive to the building permit/zoning fees. **All fees are subject to change.**

If you fail to comply with this notice, this office will take one or more of the following actions:

NOTICE TO COMPLY

LOPEZ MARTINE

Page 2

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- 3. Issue a Citation – Court appearance, penalties and fines.**
- 4. Notify the Franchise Tax Board (On rental units declared substandard).**
- 5. Obtain abatement order – All costs plus administrative fees billed to owner.**
- 6. Administrative Penalty Procedures – Daily fines for each noted violation.**

I may be reached at (925) 655-3044 any workday between 7:30 and 10:00 a.m.

Bill Lovan

Bill Lovan
Building Inspector/Code Enforcement Officer
William.Lovan@dcd.cccounty.us

WL: ab

Attorney Letter & Appeal



JON WEBSTER
LAW GROUP
—APC—

June 28, 2023

SENT VIA EMAIL armando.carrasco@dcd.cccounty.us

SENT VIA US MAIL

Armando Carrasco
Building Inspector / Code Enforcement Officer
CONTA COSTA COUNTY
DEPARTMENT OF CONSERVATION AND DEVELOPMENT
30 Muir Road
Martinez, CA 94553

RE: Notice of Representation and Request for Stay of Fines:
In re: Martine Lopez and Curb Appeal Landscape, LLC
0 Poinsettia Ave, Bay Point, CA
Your Reference No. CECF23-00253

Mr. Carrasco:

This letter will memorialize our brief telephone conversation of this past Monday, June 26th. In that call, I advised you that my clients, Curb Appeal Landscape, LLC, and Mr. Martine Lopez, one of its Managing Members, received your letter dated May 25, 2023, advising my clients that the yard where they store some landscaping products and machinery at 0 Poinsettia Avenue in Bay Point was operating in a “P-1 Zoning District” and was thus, not a “permitted use” for the property.

Rather than fight this conclusion, my clients immediately retained a real estate broker to list this property on the Multiple Listing Service (“MLS”) in the hopes that a buyer could be located quickly and the property sold. Once sold, my clients will have the funds to rent or acquire another property where their maintenance equipment and landscape supplies will be congruent with the zoning. As a result, I advised you that, in my experience, it takes approximately 45 days to locate a viable buyer and another 45 days to open and close escrow on any sale. For this reason, rather than appeal the conclusion that you reached and articulated in your May 25th letter, my clients are asking for a period of 90-120 days to vacate the premises at 0 Poinsettia Ave., and transfer title to another party. Of course, they wish to do so without the imposition of any fine as articulated in your May letter.

1985 Bonifacio Street Suite 102 | Concord, CA 94520-2264

Telephone (925) 609-7600 | Facsimile (925) 671-7800 | Web www.jwcounsel.com

Southern California
(619) 702-7600

Arizona
(602) 589-7600

Hawai'i
(808) 943-7600

Washington, D.C.
(202) 508-7600

LETTER TO MR. ARMANDO CARRASCO

Building Inspector / Code Enforcement Officer

*RE: Notice of Representation and Request for Stay of Fines:
In re: Martine Lopez and Curb Appeal Landscape, LLC
0 Poinsettia Ave, Bay Point, CA
Your Reference No. CECF23-00253*

June 28, 2023

Page 2 of 2

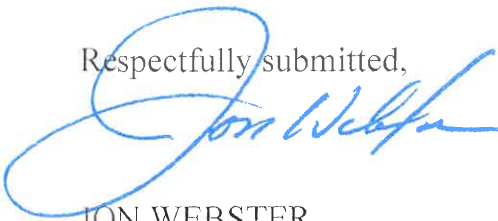
In our telephone conversation, you graciously stated that you would transmit my request to your supervisor. I truly appreciate this professional courtesy.

Fundamentally, my clients are operating the landscape business on the proverbial “shoestring” and need this accommodation in order to have funds to locate a new maintenance yard, vacate the current premises and transfer their equipment and machinery/vehicles to any new location. Without this accommodation, it would be a tremendous financial hardship. Any fines that might be applied would simply force the business into bankruptcy. Given the weakness in our local economy, I believe it would be to the detriment of all concerned if this request were to be denied and/or fines were to be levied.

I have previously emailed to you a copy of the real estate broker agreement with my client substantiating that the property was put up for sale via this broker. I again attach a copy of that agreement hereto as “Exhibit A”. Please note that it was entered into on June 16th, well before our telephone call and the date of this letter.

If you or the deputy director have any further questions, please do not hesitate to contact me.

Respectfully submitted,



JON WEBSTER

JW:jfs

Attachment(1)

cc: Clients



EXHIBIT A



CALIFORNIA ASSOCIATION OF REALTORS®

DISCLOSURE REGARDING REAL ESTATE AGENCY RELATIONSHIP

(As required by the Civil Code) (C.A.R. Form AD, Revised 12/21)

(If checked) This form is being provided in connection with a transaction for a leasehold interest exceeding one year as per Civil Code section 2079.13(j), (k), and (l).

When you enter into a discussion with a real estate agent regarding a real estate transaction, you should from the outset understand what type of agency relationship or representation you wish to have with the agent in the transaction.

SELLER'S AGENT

A Seller's agent under a listing agreement with the Seller acts as the agent for the Seller only. A Seller's agent or a subagent of that agent has the following affirmative obligations:

To the Seller: A Fiduciary duty of utmost care, integrity, honesty and loyalty in dealings with the Seller.

To the Buyer and the Seller:

- (a) Diligent exercise of reasonable skill and care in performance of the agent's duties.
(b) A duty of honest and fair dealing and good faith.
(c) A duty to disclose all facts known to the agent materially affecting the value or desirability of the property...

BUYER'S AGENT

A Buyer's agent can, with a Buyer's consent, agree to act as agent for the Buyer only. In these situations, the agent is not the Seller's agent, even if by agreement the agent may receive compensation for services rendered...

To the Buyer: A fiduciary duty of utmost care, integrity, honesty and loyalty in dealings with the Buyer.

To the Buyer and the Seller:

- (a) Diligent exercise of reasonable skill and care in performance of the agent's duties.
(b) A duty of honest and fair dealing and good faith.
(c) A duty to disclose all facts known to the agent materially affecting the value or desirability of the property...

AGENT REPRESENTING BOTH SELLER AND BUYER

A real estate agent, either acting directly or through one or more salespersons and broker associates, can legally be the agent of both the Seller and the Buyer in a transaction, but only with the knowledge and consent of both the Seller and the Buyer.

In a dual agency situation, the agent has the following affirmative obligations to both the Seller and the Buyer:

- (a) A fiduciary duty of utmost care, integrity, honesty and loyalty in the dealings with either the Seller or the Buyer.
(b) Other duties to the Seller and the Buyer as stated above in their respective sections.

In representing both Seller and Buyer, a dual agent may not, without the express permission of the respective party, disclose to the other party confidential information, including, but not limited to, facts relating to either the Buyer's or Seller's financial position...

SELLER AND BUYER RESPONSIBILITIES

Either the purchase agreement or a separate document will contain a confirmation of which agent is representing you and whether that agent is representing you exclusively in the transaction or acting as a dual agent. Please pay attention to that confirmation to make sure it accurately reflects your understanding of your agent's role.

The above duties of the agent in a real estate transaction do not relieve a Seller or Buyer from the responsibility to protect his or her own interests. You should carefully read all agreements to assure that they adequately express your understanding of the transaction.

If you are a Buyer, you have the duty to exercise reasonable care to protect yourself, including as to those facts about the property which are known to you or within your diligent attention and observation.

Both Sellers and Buyers should strongly consider obtaining tax advice from a competent professional because the federal and state tax consequences of a transaction can be complex and subject to change.

Throughout your real property transaction you may receive more than one disclosure form, depending upon the number of agents assisting in the transaction. The law requires each agent with whom you have more than a casual relationship to present you with this disclosure form. You should read its contents each time it is presented to you, considering the relationship between you and the real estate agent in your specific transaction. This disclosure form includes the provisions of Sections 2079.13 to 2079.24, inclusive, of the Civil Code set forth on page 2. Read it carefully. I/WE ACKNOWLEDGE RECEIPT OF A COPY OF THIS DISCLOSURE AND THE PORTIONS OF THE CIVIL CODE PRINTED ON THE SECOND PAGE.

Buyer [X] Seller [] Landlord [] Tenant [] (Signed by Martine Lopez, 6/17/2023)

Agent Rise Group Real Estate, DRE Lic. # 02051216

By Rick Camacho, DRE Lic. # 01865692, Date 6/16/2023



DISCLOSURE REGARDING REAL ESTATE AGENCY RELATIONSHIP (AD PAGE 1 OF 2)

CIVIL CODE - SECTIONS 2079.13 - 2079.24 (2079.16 APPEARS ON THE FRONT)

2079.13. As used in Sections 2079.7 and 2079.14 to 2079.24, inclusive, the following terms have the following meanings:

(a) "Agent" means a person acting under provisions of Title 9 (commencing with Section 2295) in a real property transaction, and includes a person who is licensed as a real estate broker under Chapter 3 (commencing with Section 10130) of Part 1 of Division 4 of the Business and Professions Code, and under whose license a listing is executed or an offer to purchase is obtained. The agent in the real property transaction bears responsibility for that agent's salespersons or broker associates who perform as agents of the agent. When a salesperson or broker associate owes a duty to any principal, or to any buyer or seller who is not a principal, in a real property transaction, that duty is equivalent to the duty owed to that party by the broker for whom the salesperson or broker associate functions. (b) "Buyer" means a transferee in a real property transaction, and includes a person who executes an offer to purchase real property from a seller through an agent, or who seeks the services of an agent in more than a casual, transitory, or preliminary manner, with the object of entering into a real property transaction. "Buyer" includes vendee or lessee of real property. (c) "Commercial real property" means all real property in the state, except (1) single-family residential real property, (2) dwelling units made subject to Chapter 2 (commencing with Section 1940) of Title 5, (3) a mobilehome, as defined in Section 798.3, (4) vacant land, or (5) a recreational vehicle, as defined in Section 799.29. (d) "Dual agent" means an agent acting, either directly or through a salesperson or broker associate, as agent for both the seller and the buyer in a real property transaction. (e) "Listing agreement" means a written contract between a seller of real property and an agent, by which the agent has been authorized to sell the real property or to find or obtain a buyer, including rendering other services for which a real estate license is required to the seller pursuant to the terms of the agreement. (f) "Seller's agent" means a person who has obtained a listing of real property to act as an agent for compensation. (g) "Listing price" is the amount expressed in dollars specified in the listing for which the seller is willing to sell the real property through the seller's agent. (h) "Offering price" is the amount expressed in dollars specified in an offer to purchase for which the buyer is willing to buy the real property. (i) "Offer to purchase" means a written contract executed by a buyer acting through a buyer's agent that becomes the contract for the sale of the real property upon acceptance by the seller. (j) "Real property" means any estate specified by subdivision (1) or (2) of Section 761 in property, and includes (1) single-family residential property, (2) multiunit residential property with more than four dwelling units, (3) commercial real property, (4) vacant land, (5) a ground lease coupled with improvements, or (6) a manufactured home as defined in Section 18007 of the Health and Safety Code, or a mobilehome as defined in Section 18008 of the Health and Safety Code, when offered for sale or sold through an agent pursuant to the authority contained in Section 10131.6 of the Business and Professions Code. (k) "Real property transaction" means a transaction for the sale of real property in which an agent is retained by a buyer, seller, or both a buyer and seller to act in that transaction, and includes a listing or an offer to purchase. (l) "Sell," "sale," or "sold" refers to a transaction for the transfer of real property from the seller to the buyer and includes exchanges of real property between the seller and buyer, transactions for the creation of a real property sales contract within the meaning of Section 2985, and transactions for the creation of a leasehold exceeding one year's duration. (m) "Seller" means the transferor in a real property transaction and includes an owner who lists real property with an agent, whether or not a transfer results, or who receives an offer to purchase real property of which he or she is the owner from an agent on behalf of another. "Seller" includes both a vendor and a lessor of real property. (n) "Buyer's agent" means an agent who represents a buyer in a real property transaction.

2079.14. A seller's agent and buyer's agent shall provide the seller and buyer in a real property transaction with a copy of the disclosure form specified in Section 2079.16, and shall obtain a signed acknowledgment of receipt from that seller and buyer, except as provided in Section 2079.15, as follows: (a) The seller's agent, if any, shall provide the disclosure form to the seller prior to entering into the listing agreement. (b) The buyer's agent shall provide the disclosure form to the buyer as soon as practicable prior to execution of the buyer's offer to purchase. If the offer to purchase is not prepared by the buyer's agent, the buyer's agent shall present the disclosure form to the buyer not later than the next business day after receiving the offer to purchase from the buyer.

2079.15. In any circumstance in which the seller or buyer refuses to sign an acknowledgment of receipt pursuant to Section 2079.14, the agent shall set forth, sign, and date a written declaration of the facts of the refusal.

2079.16 Reproduced on Page 1 of this AD form.

2079.17(a) As soon as practicable, the buyer's agent shall disclose to the buyer and seller whether the agent is acting in the real property transaction as the buyer's agent, or as a dual agent representing both the buyer and the seller. This relationship shall be confirmed in the contract to purchase and sell real property or in a separate writing executed or acknowledged by the seller, the buyer, and the buyer's agent prior to or coincident with execution of that contract by the buyer and the seller, respectively. (b) As soon as practicable, the seller's agent shall disclose to the seller whether the seller's agent is acting in the real property transaction as the seller's agent, or as a dual agent representing both the buyer and seller. This relationship shall be confirmed in the contract to purchase and sell real property or in a separate writing executed or acknowledged by the seller and the seller's agent prior to or coincident with the execution of that contract by the seller.

CONFIRMATION: (c) The confirmation required by subdivisions (a) and (b) shall be in the following form:

Seller's Brokerage Firm _____ DO NOT COMPLETE. SAMPLE ONLY _____ License Number _____
Is the broker of (check one): the seller; or both the buyer and seller. (dual agent)
Seller's Agent _____ DO NOT COMPLETE. SAMPLE ONLY _____ License Number _____
Is (check one): the Seller's Agent. (salesperson or broker associate) both the Buyer's and Seller's Agent. (dual agent)
Buyer's Brokerage Firm _____ DO NOT COMPLETE. SAMPLE ONLY _____ License Number _____
Is the broker of (check one): the buyer; or both the buyer and seller. (dual agent)
Buyer's Agent _____ DO NOT COMPLETE. SAMPLE ONLY _____ License Number _____
Is (check one): the Buyer's Agent. (salesperson or broker associate) both the Buyer's and Seller's Agent. (dual agent)

(d) The disclosures and confirmation required by this section shall be in addition to the disclosure required by Section 2079.14. An agent's duty to provide disclosure and confirmation of representation in this section may be performed by a real estate salesperson or broker associate affiliated with that broker.

2079.18 (Repealed pursuant to AB-1289)

2079.19 The payment of compensation or the obligation to pay compensation to an agent by the seller or buyer is not necessarily determinative of a particular agency relationship between an agent and the seller or buyer. A listing agent and a selling agent may agree to share any compensation or commission paid, or any right to any compensation or commission for which an obligation arises as the result of a real estate transaction, and the terms of any such agreement shall not necessarily be determinative of a particular relationship.

2079.20 Nothing in this article prevents an agent from selecting, as a condition of the agent's employment, a specific form of agency relationship not specifically prohibited by this article if the requirements of Section 2079.14 and Section 2079.17 are complied with.

2079.21 (a) A dual agent may not, without the express permission of the seller, disclose to the buyer any confidential information obtained from the seller. (b) A dual agent may not, without the express permission of the buyer, disclose to the seller any confidential information obtained from the buyer. (c) "Confidential information" means facts relating to the client's financial position, motivations, bargaining position, or other personal information that may impact price, such as the seller is willing to accept a price less than the listing price or the buyer is willing to pay a price greater than the price offered. (d) This section does not alter in any way the duty or responsibility of a dual agent to any principal with respect to confidential information other than price.

2079.22 Nothing in this article precludes a seller's agent from also being a buyer's agent. If a seller or buyer in a transaction chooses to not be represented by an agent, that does not, of itself, make that agent a dual agent.

2079.23 A contract between the principal and agent may be modified or altered to change the agency relationship at any time before the performance of the act which is the object of the agency with the written consent of the parties to the agency relationship.

2079.24 Nothing in this article shall be construed to either diminish the duty of disclosure owed buyers and sellers by agents and their associate licensees, subagents, and employees or to relieve agents and their associate licensees, subagents, and employees from liability for their conduct in connection with acts governed by this article or for any breach of a fiduciary duty or a duty of disclosure.

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AD REVISED 12/21 (PAGE 2 OF 2)

DISCLOSURE REGARDING REAL ESTATE AGENCY RELATIONSHIP (AD PAGE 2 OF 2)





FAIR HOUSING & DISCRIMINATION ADVISORY

(C.A.R. Form FHDA, 6/22)

1. **EQUAL ACCESS TO HOUSING FOR ALL:** All housing in California is available to all persons. Discrimination as noted below is prohibited by law. Resources are available for those who have experienced unequal treatment under the law.
2. **FEDERAL AND STATE LAWS PROHIBIT DISCRIMINATION AGAINST IDENTIFIED PROTECTED CLASSES:**
 - A. **FEDERAL FAIR HOUSING ACT ("FHA")** Title VIII of the Civil Rights Act; 42 U.S.C. §§ 3601-3619; Prohibits discrimination in sales, rental or financing of residential housing against persons in protected classes;
 - B. **CALIFORNIA FAIR EMPLOYMENT AND HOUSING ACT ("FEHA")** California Government Code ("GC") §§ 12900-12996, 12955; 2 California Code of Regulations ("CCR") §§ 12005-12271; Prohibits discrimination in sales, rental or financing of housing opportunity against persons in protected classes by providers of housing accommodation and financial assistance services as related to housing;
 - C. **CALIFORNIA UNRUH CIVIL RIGHTS ACT ("Unruh")** California Civil Code ("CC") § 51; Prohibits business establishments from discriminating against, and requires full and equal accommodation, advantages, facilities, privileges, and services to persons in protected classes;
 - D. **AMERICANS WITH DISABILITIES ACT ("ADA")** 42 U.S.C. §§ 12181-12189; Title III of the ADA prohibits discrimination based on disability in public accommodations; and
 - E. **OTHER FAIR HOUSING LAWS:** § 504 of Rehabilitation Act of 1973 29 U.S.C. § 794; Ralph Civil Rights Act CC § 51.7.; California Disabled Persons Act; CC §§ 54-55.32; any local city or county fair housing ordinances, as applicable.
3. **POTENTIAL LEGAL REMEDIES FOR UNLAWFUL DISCRIMINATION:** Violations of fair housing laws may result in monetary civil fines, injunctive relief, compensatory and/or punitive damages, and attorney fees and costs.
4. **PROTECTED CLASSES/CHARACTERISTICS:** Whether specified in Federal or State law or both, discrimination against persons if based on that person's belonging to, association with, or perceived membership in, certain classes or categories, such as the following, is prohibited. Other classes, categories or restrictions may also apply.

Race	Color	Ancestry	National Origin	Religion
Age	Sex, Sexual Orientation	Gender, Gender Identity, Gender expression	Marital Status	Familial Status (family with a child or children under 18)
Citizenship	Immigration Status	Primary Language	Military/Veteran Status	Source of Income (e.g., Section 8 Voucher)
Medical Condition	Disability (Mental & Physical)	Genetic Information	Criminal History (non-relevant convictions)	Any arbitrary characteristic

5. **THE CALIFORNIA DEPARTMENT OF REAL ESTATE REQUIRES TRAINING AND SUPERVISION TO PREVENT HOUSING DISCRIMINATION BY REAL ESTATE LICENSEES:**
 - A. California Business & Professions Code ("B&PC") § 10170.5(a)(4) requires 3 hours of training on fair housing for DRE license renewal; Real Estate Regulation § 2725(f) requires brokers who oversee salespersons to be familiar with the requirements of federal and state laws relating to the prohibition of discrimination.
 - B. Violation of DRE regulations or real estate laws against housing discrimination by a real estate licensee may result in the loss or suspension of the licensee's real estate license. B&PC § 10177(l)(1); 10 CCR § 2780
6. **REALTOR® ORGANIZATIONS PROHIBIT DISCRIMINATION:** NAR Code of Ethics Article 10 prohibits discrimination in employment practices or in rendering real estate license services against any person because of race, color, religion, sex, disability, familial status, national origin, sexual orientation, or gender identity by REALTORS®.
7. **WHO IS REQUIRED TO COMPLY WITH FAIR HOUSING LAWS?**
 Below is a non-exclusive list of providers of housing accommodations or financial assistance services as related to housing who are most likely to be encountered in a housing transaction and who must comply with fair housing laws.
 - Sellers
 - Landlords
 - Sublessors
 - Real estate licensees
 - Real estate brokerage firms
 - Property managers
 - Mobilehome parks
 - Homeowners Associations ("HOAs");
 - Banks and Mortgage lenders
 - Insurance companies
 - Government housing services
 - Appraisers
8. **EXAMPLES OF CONDUCT THAT MAY NOT BE MOTIVATED BY DISCRIMINATORY INTENT BUT COULD HAVE A DISCRIMINATORY EFFECT:**
 - A. Prior to acceptance of an offer, asking for or offering buyer personal information or letters from the buyer, especially with photos. Those types of documents may inadvertently reveal, or be perceived as revealing, protected status information thereby increasing the risk of (i) actual or unconscious bias, and (ii) potential legal claims against sellers and others by prospective buyers whose offers were rejected.
 - B. Refusing to rent (i) an upper-level unit to an elderly tenant out of concern for the tenant's ability to navigate stairs or (ii) a house with a pool to a person with young children out of concern for the children's safety.
9. **EXAMPLES OF UNLAWFUL OR IMPROPER CONDUCT BASED ON A PROTECTED CLASS OR CHARACTERISTIC:**
 - A. Refusing to negotiate for a sale, rental or financing or otherwise make a housing opportunity unavailable; failing to present offers due to a person's protected status;
 - B. Refusing or failing to show, rent, sell or finance housing; "channeling" or "steering" a prospective buyer or tenant to or away from a particular area due to that person's protected status or because of the racial, religious or ethnic composition of the neighborhood;
 - C. "Blockbusting" or causing "panic selling" by inducing a listing, sale or rental based on the grounds of loss of value of property, increase in crime, or decline in school quality due to the entry or prospective entry of people in protected categories into the neighborhood;
 - D. Making any statement or advertisement that indicates any preference, limitation, or discrimination;



- E. Inquiring about protected characteristics (such as asking tenant applicants if they are married, or prospective purchasers if they have children or are planning to start a family);
- F. Using criminal history information before otherwise affirming eligibility, and without a legally sufficient justification;
- G. Failing to assess financial standards based on the portion of the income responsible by a tenant who receives government subsidies (such as basing an otherwise neutral rent to income ratio on the whole rent rather than just the part of rent that is the tenant's responsibility);
- H. Denying a home loan or homeowner's insurance;
- I. Offering inferior terms, conditions, privileges, facilities or services;
- J. Using different qualification criteria or procedures for sale or rental of housing such as income standards, application requirements, application fees, credit analyses, sale or rental approval procedures or other requirements;
- K. Harassing a person;
- L. Taking an adverse action based on protected characteristics;
- M. Refusing to permit a reasonable modification to the premises, as requested by a person with a disability (such as refusing to allow a tenant who uses a wheelchair to install, at their expense, a ramp over front or rear steps, or refusing to allow a tenant with a physical disability from installing, at their own expense, grab bars in a shower or bathtub);
- N. Refusing to make reasonable accommodation in policies, rules, practices, or services for a person with a disability (such as the following, if an actual or prospective tenant with a disability has a service animal or support animal):
 - (i) Failing to allow that person to keep the service animal or emotional support animal in rental property,
 - (ii) Charging that person higher rent or increased security deposit, or
 - (iii) Failing to show rental or sale property to that person who is accompanied by the service animal or support animal, and;
- O. Retaliating for asserting rights under fair housing laws.

10. EXAMPLES OF POSITIVE PRACTICES:

- A. Real estate licensees working with buyers or tenants should apply the same objective property selection criteria, such as location/neighborhood, property features, and price range and other considerations, to all prospects.
- B. Real estate licensees should provide complete and objective information to all clients based on the client's selection criteria.
- C. Real estate licensees should provide the same professional courtesy in responding to inquiries, sharing of information and offers of assistance to all clients and prospects.
- D. Housing providers should not make any statement or advertisement that directly or indirectly implies preference, limitation, or discrimination regarding any protected characteristic (such as "no children" or "English-speakers only").
- E. Housing providers should use a selection process relying on objective information about a prospective buyer's offer or tenant's application and not seek any information that may disclose any protected characteristics (such as using a summary document, e.g. C.A.R. Form SUM-MO, to compare multiple offers on objective terms).

11. FAIR HOUSING RESOURCES: If you have questions about your obligations or rights under the Fair Housing laws, or you think you have been discriminated against, you may want to contact one or more of the sources listed below to discuss what you can do about it, and whether the resource is able to assist you.

- A. Federal: https://www.hud.gov/program_offices/fair_housing_equal_opp
- B. State: <https://www.dfeh.ca.gov/housing/>
- C. Local: local Fair Housing Council office (non-profit, free service)
- D. DRE: <https://www.dre.ca.gov/Consumers/FileComplaint.html>
- E. Local Association of REALTORS®. List available at: <https://www.car.org/en/contactus/rosters/localassociationroster>.
- F. Any qualified California fair housing attorney, or if applicable, landlord-tenant attorney.

12. LIMITED EXCEPTIONS TO FAIR HOUSING REQUIREMENTS: No person should rely on any exception below without first seeking legal advice about whether the exception applies to their situation. Real estate licensees are not qualified to provide advice on the application of these exceptions.

- A. Legally compliant senior housing is exempt from FHA, FEHA and Unruh as related to age or familial status only;
- B. An owner of a single-family residence who resides at the property with one lodger may be exempt from FEHA for rental purposes, PROVIDED no real estate licensee is involved in the rental;
- C. An owner of a single-family residence may be exempt from FHA for sale or rental purposes, PROVIDED (i) no real estate licensee is involved in the sale or rental and (ii) no discriminatory advertising is used, and (iii) the owner owns no more than three single-family residences. Other restrictions apply;
- D. An owner of residential property with one to four units who resides at the property, may be exempt from FHA for rental purposes, PROVIDED no real estate licensee is involved in the rental; and
- E. Both FHA and FEHA do not apply to roommate situations. See, *Fair Housing Council v Roommate.com LLC*, 666 F.3d 1216 (2019).
- F. Since both the 14th Amendment of the U.S. Constitution and the Civil Rights Act of 1868 prohibit discrimination based on race; the FHA and FEHA exemptions do not extend to discrimination based on race.

Buyer/Tenant and Seller/Landlord have read, understand and acknowledge receipt of a copy of this Fair Housing & Discrimination Advisory.

Buyer/Tenant _____ Date _____

Buyer/Tenant _____ Date _____

Seller/Landlord DocuSigned by: Martine Lopez _____ Date 6/17/2023

Seller/Landlord 8834CD920A74438... _____ Date _____

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POSSIBLE REPRESENTATION OF MORE THAN ONE BUYER OR SELLER - DISCLOSURE AND CONSENT

(C.A.R. Form PRBS, Revised 12/21)

A real estate broker (Broker), whether a corporation, partnership or sole proprietorship, may represent more than one buyer or seller. This multiple representation can occur through an individual licensed as a broker or salesperson or through different individual broker's or salespersons (associate licensees) acting under the Broker's license. The associate licensees may be working out of the same or different office locations.

Multiple Buyers: Broker (individually or through its associate licensees) may be working with many prospective buyers at the same time. These prospective buyers may have an interest in, and make offers on, the same properties. Some of these properties may be listed with Broker and some may not. Broker will not limit or restrict any particular buyer from making an offer on any particular property whether or not Broker represents other buyers interested in the same property.

Multiple Sellers: Broker (individually or through its associate licensees) may have listings on many properties at the same time. As a result, Broker will attempt to find buyers for each of those listed properties. Some listed properties may appeal to the same prospective buyers. Some properties may attract more prospective buyers than others. Some of these prospective buyers may be represented by Broker and some may not. Broker will market all listed properties to all prospective buyers whether or not Broker has another or other listed properties that may appeal to the same prospective buyers.

Dual Agency: If Seller is represented by Broker, Seller acknowledges that broker may represent prospective buyers of Seller's property and consents to Broker acting as a dual agent for both seller and buyer in that transaction. If Buyer is represented by Broker, buyer acknowledges that Broker may represent sellers of property that Buyer is interested in acquiring and consents to Broker acting as a dual agent for both buyer and seller with regard to that property.

In the event of dual agency, seller and buyer agree that: a dual agent may not, without the express permission of the respective party, disclose to the other party confidential information, including, but not limited to, facts relating to either the buyer's or seller's financial position, motivations, bargaining position, or other personal information that may impact price, including the seller's willingness to accept a price less than the listing price or the buyer's willingness to pay a price greater than the price offered; and except as set forth above, a dual agent is obligated to disclose known facts materially affecting the value or desirability of the Property to both parties.

Offers not necessarily confidential: Buyer is advised that seller or listing agent may disclose the existence, terms, or conditions of buyer's offer unless all parties and their agent have signed a written confidentiality agreement. Whether any such information is actually disclosed depends on many factors, such as current market conditions, the prevailing practice in the real estate community, the listing agent's marketing strategy and the instructions of the seller.

Buyer and seller understand that Broker may represent more than one buyer or more than one seller and even both buyer and seller on the same transaction and consents to such relationships.

Seller and/or Buyer acknowledges reading and understanding this Possible Representation of More Than One Buyer or Seller - Disclosure and Consent and agrees to the agency possibilities disclosed.

DocuSigned by:
 Seller Martine Lopez Martine Lopez Date 6/17/2023
 Seller 9834CDB20A74438... Date _____
 Buyer _____ Date _____
 Buyer _____ Date _____

Buyer's Brokerage Firm _____ DRE Lic # _____
 By _____ DRE Lic # _____ Date _____

Seller's Brokerage Firm Rise Group Real Estate DRE Lic # 02051216
 By Rick Camacho DRE Lic # 01865692 Date 6/16/2023

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PRBS REVISED 12/21 (PAGE 1 OF 1)

POSSIBLE REPRESENTATION OF MORE THAN ONE BUYER OR SELLER (PRBS PAGE 1 OF 1)

VACANT LAND LISTING AGREEMENT
(C.A.R. Form VLL, Revised 6/20)

Date Prepared: June 16, 2023

1. **EXCLUSIVE AUTHORIZATION:** Martine Lopez ("Owner")
hereby employs and grants Rise Group Real Estate ("Broker")
beginning (date) June 16, 2023 and ending at 11:59 P.M. on (date) June 14, 2024 ("Listing Period")
the exclusive and irrevocable right to: SELL, LEASE, EXCHANGE, OPTION, or OTHER _____
the real property described as: poinsettia ave,
situated in west pittsburg (City), Contra Costa (County), California, 94565 (Zip Code),
Assessor's Parcel No.: 096-044-007 ("Property").

2. **LISTING PRICE AND TERMS:**
A. The listing price shall be One Hundred Ninety-Nine Thousand
Dollars (\$ 199,000.00).
B. Additional Terms: _____

3. **COMPENSATION TO BROKER:**
Notice: The amount or rate of real estate commissions is not fixed by law. They are set by each Broker individually and may be negotiable between Owner and Broker (real estate commissions include all compensation and fees to Broker).

A. Owner agrees to pay to Broker as compensation for services irrespective of agency relationship(s): 5.000 percent
of the listing price (or if a purchase agreement is entered into, of the contract price), or \$ _____,
AND _____, as follows:

(1) If during the Listing Period, or any extension, Broker, cooperating broker, Owner or any other person procures a ready, willing and able buyer(s) or transferee(s) whose offer to purchase, lease, exchange, option, or otherwise transfer the Property on any price and terms is accepted by Owner, provided the Buyer or Transferee completes the transaction or is prevented from doing so by Owner. (It is agreed by Owner that any reference to Buyer or Prospective Buyer in this Agreement shall and does also include Transferee or Prospective Transferee. Broker is entitled to compensation whether any escrow or other transfer resulting from such offer closes during or after the expiration of the Listing Period or any extension.)

OR (2) If within 90 calendar days (a) after the end of the Listing Period or any extension; or (b) after any cancellation of this Agreement, unless otherwise agreed, Owner enters into a contract to sell, convey, lease or otherwise transfer the Property to anyone ("Prospective Buyer") or that person's related entity: (i) who physically entered and was shown the Property during the Listing Period or any extension by Broker or a cooperating broker; or (ii) for whom Broker or any cooperating broker submitted to Owner a signed, written offer to acquire, lease exchange or obtain an option on the Property. Owner, however, shall have no obligation to Broker under paragraph 3A(2) unless, not later than the end of the Listing Period or any extension or cancellation, Broker has given Owner a written notice of the names of such Prospective Buyers.

OR (3) If, without Broker's prior written consent, the Property is withdrawn from sale, conveyed, leased, rented, otherwise transferred, or made unmarketable by a voluntary act of Owner during the Listing Period, or any extension.

B. If completion of the sale is prevented by a party to the transaction other than Owner, then compensation which otherwise would have been earned under paragraph 3A shall be payable only if and when Owner collects damages by suit, arbitration, settlement or otherwise, and then in an amount equal to the lesser of one-half of the damages recovered or the above compensation, after first deducting title and escrow expenses and the expenses of collection, if any.

C. In addition, Owner agrees to pay Broker: _____

D. Owner has been advised of Broker's policy regarding cooperation with, and the amount of compensation offered to, other brokers.

(1) Broker is authorized to cooperate with and compensate brokers participating through the multiple listing service(s) ("MLS") by offering to MLS brokers out of Broker's compensation specified in 3A, either 2.500 percent of the purchase price, or \$ _____.

(2) Broker is authorized to cooperate with and compensate brokers operating outside the MLS as per Broker's policy.

E. Owner hereby irrevocably assigns to Broker the above compensation from Owner's funds and proceeds in escrow. Broker may submit this Agreement, as instructions to compensate Broker pursuant to paragraph 3A, to any escrow regarding the Property involving Owner and a buyer, Prospective Buyer or other transferee.

F. (1) Owner represents that Owner has not previously entered into a listing agreement with another broker regarding the Property, unless specified as follows: _____.

(2) Owner warrants that Owner has no obligation to pay compensation to any other broker regarding the Property unless the Property is transferred to any of the following individuals or entities: _____.

(3) If the Property is sold to anyone listed above during the time Owner is obligated to compensate another broker: (i) Broker is not entitled to compensation under this Agreement; and (ii) Broker is not obligated to represent Owner in such transaction.

Property Address: poinsettia ave, west pittsburg, ca 94565

Date: June 16, 2023

4. A **ITEMS EXCLUDED AND INCLUDED:** Unless otherwise specified in a real estate purchase agreement, all fixtures and fittings that are attached to the Property are included, and personal property items are excluded, from the purchase price.

ADDITIONAL ITEMS EXCLUDED: _____

ADDITIONAL ITEMS INCLUDED: _____

Owner intends that the above items be excluded or included in offering the Property for sale, but understands that; (i) the purchase agreement supersedes any intention expressed above and will ultimately determine which items are excluded and included in the sale; and (ii) Broker is not responsible for and does not guarantee that the above exclusions and/or inclusions will be in the purchase agreement.

B. (1) **LEASED OR NOT OWNED ITEMS:** The following items are leased or not owned by Owner:

Solar power system Water Softener _____

(2) **LIENED ITEMS:** The following items have been financed and a lien has been placed on the Property to secure payment:

Solar power system _____

Owner will provide to Buyer, as part of the sales agreement, copies of lease documents, or other documents obligating Owner to pay for any such leased or liened item.

5. **MULTIPLE LISTING SERVICE:**

A. **WHAT IS AN MLS?** The MLS is a database of properties for sale that is available and disseminated to and accessible by all other real estate agents who are participants or subscribers to the MLS. As set forth in **paragraph 7**, participants and subscribers conducting public marketing of a property listing must submit the property information to the MLS. Property information submitted to the MLS describes the price, terms and conditions under which the Owner's property is offered for sale (including but not limited to the listing broker's offer of compensation to other brokers). It is likely that a significant number of real estate practitioners in any given area are participants or subscribers to the MLS. The MLS may also be part of a reciprocal agreement to which other multiple listing services belong. Real estate agents belonging to other multiple listing services that have reciprocal agreements with the MLS also have access to the information submitted to the MLS. The MLS may further transmit listing information to Internet sites that post property listings online.

B. **WHAT INFORMATION IS PROVIDED TO THE MLS:** All terms of the transaction, including sales price and financing, if applicable, (i) will be provided to the MLS in which the Property is listed for publication, dissemination and use by persons and entities on terms approved by the MLS, and (ii) may be provided to the MLS even if the Property was not listed with the MLS. Owner consents to Broker providing a copy of this listing agreement to the MLS if required by the MLS.

C. **WHAT IS BROKER'S MLS?** Broker is a participant/subscriber to contra costa CCAR Multiple Listing Service (MLS) and possibly others. That MLS is (or if checked is not) the primary MLS for the geographic area of the Property. When required by paragraph 7 or by the MLS, Property will be listed with the MLS(s) specified above.

6. **BENEFITS OF USING THE MLS; IMPACT OF OPTING OUT OF THE MLS**

A. **EXPOSURE TO BUYERS THROUGH MLS:** Listing property with an MLS exposes an seller's property to all real estate agents and brokers (and their potential buyer clients) who are participants or subscribers to the MLS or a reciprocating MLS. The MLS may further transmit the MLS database to Internet sites that post property listings online.

B. **IMPACT OF OPTING OUT OF MLS:** If Owner elects to exclude the Property from the MLS, Owner understands and acknowledges that: (i) Owner is authorizing limited exposure of the Property and NO marketing or advertising of the Property to the public will occur; (ii) real estate agents and brokers from other real estate offices, and their buyer clients, who have access to that MLS may not be aware that Owner's Property is offered for sale; (iii) Information about Owner's Property will not be transmitted from the MLS to various real estate Internet sites that are used by the public to search for property listings and; (iv) real estate agents, brokers and members of the public may be unaware of the terms and conditions under which Owner is marketing the Property.

C. **REDUCTION IN EXPOSURE:** Any reduction in exposure of the Property may lower the number of offers and negatively impact the sales price.

D. **NOT LISTING PROPERTY IN A LOCAL MLS:** If the Property is listed in an MLS which does not cover the geographic area where the Property is located then real estate agents and brokers working that territory, and Buyers they represent looking for property in the neighborhood, may not be aware the Property is for sale.

Owner's Initials (ML) (_____)

Broker's/Agent's Initials (ML) (_____)

7. **PUBLIC MARKETING OF PROPERTY:**

A. **CLEAR COOPERATION POLICY:** MLS rules require Do NOT require - see 7F) that residential real property with one to four units and vacant lot listings be submitted to the MLS within 1 business day of any public marketing.

B. **PUBLIC MARKETING WITHIN CLEAR COOPERATION:** (i) **Public marketing** includes, but is not limited to, flyers displayed in windows, yard signs, digital marketing on public facing websites, brokerage website displays, digital communications marketing and email blasts, multi-brokerage listing sharing networks, marketing to closed or private listing clubs or groups, and applications available to the general public. (ii) Public marketing does not include an office exclusive listing where there is direct promotion of the listing between the brokers and licensees affiliated with the listing brokerage, and one-to-one promotion between these licensees and their clients.

C. **"COMING SOON" STATUS IMPACT ON MARKETING:** Owner is advised to discuss with Broker the meaning of "Coming Soon" as that term applies to the MLS in which the Property will be listed, and how any Coming Soon status will impact when and how a listing will be viewable to the public via the MLS. Owner does (does not) authorize Broker to utilize Coming Soon status, if any.

D. **Owner Instructs Broker:**

(1) Owner instructs Broker to market the Property to the public, and to start marketing on the beginning date of this Agreement or _____ (date).



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- OR (2) Owner instructs Broker NOT to market the Property to the public. (MLS may require C.A.R. Form SELM or local equivalent form) Owner understands that no public marketing will occur and the scope of marketing that will occur will consist only of direct one-on-one promotion between the brokers and licensees affiliated with the listing brokerage and their respective clients.
- E. Whether 7D(1) or 7D(2) is selected, Owner understands and agrees that should any public marketing of the property occur, the Property listing will be submitted to the MLS within 1 business day.
- F. **CLEAR COOPERATION POLICY DOES NOT APPLY:** Paragraphs 7A (other than the language in the parenthetical), 7B, 7D and 7E do not apply to this listing. Broker shall disclose to Owner and obtain Owner's consent for any instruction to not market the Property on the MLS or to the public.
- 8. **MLS DATA ON THE INTERNET:** MLS rules allow MLS data to be made available by the MLS to additional Internet sites unless Broker gives the MLS instructions to the contrary. Specific information that can be excluded from the Internet as permitted by (or in accordance with) the MLS is as follows:
 - A. **PROPERTY OR PROPERTY ADDRESS:** Owner can instruct Broker to have the MLS not display the Property or the Property address on the Internet (C.A.R. Form SELI). Owner understands that either of these opt-outs would mean consumers searching for listings on the Internet may not see the Property or Property's address in response to their search.
 - B. **FEATURE OPT-OUTS:** Owner can instruct Broker to advise the MLS that Owner does not want visitors to MLS Participant or Subscriber Websites or Electronic Displays that display the Property listing to have the features below (C.A.R. Form SELI). Owner understands (i) that these opt-outs apply only to Websites or Electronic Displays of MLS Participants and Subscribers who are real estate broker and agent members of the MLS; (ii) that other Internet sites may or may not have the features set forth herein; and (iii) that neither Broker nor the MLS may have the ability to control or block such features on other Internet sites.
 - (1) **COMMENTS AND REVIEWS:** The ability to write comments or reviews about the Property on those sites; or the ability to link to another site containing such comments or reviews if the link is in immediate conjunction with the Property display.
 - (2) **AUTOMATED ESTIMATE OF VALUE:** The ability to create an automated estimate of value or to link to another site containing such an estimate of value if the link is in immediate conjunction with the Property display.
 - Owner elects to opt out of certain Internet features as provided by C.A.R. Form SELI or the local equivalent form.
- 9. **OWNER REPRESENTATIONS:** Owner represents that, unless otherwise specified in writing, Owner is unaware of:
 - (i) any Notice of Default recorded against the Property;
 - (ii) any delinquent amounts due under any loan secured by, or other obligation affecting, the Property;
 - (iii) any bankruptcy, insolvency or similar proceeding affecting the Property;
 - (iv) any litigation, arbitration, administrative action, government investigation or other pending or threatened action that affects or may affect the Property or Owner's ability to transfer it; and
 - (v) any current, pending or proposed special assessments affecting the Property.
 Owner shall promptly notify Broker in writing if Owner becomes aware of any of these items during the Listing Period or any extension thereof.
- 10. **BROKER'S AND OWNER'S DUTIES:**
 - A. Broker agrees to exercise reasonable effort and due diligence to achieve the purposes of this Agreement. Unless Owner gives Broker written instructions to the contrary, Broker is authorized, but not required, to (i) order reports and disclosures including those specified in 7C as necessary, (ii) advertise and market the Property by any method and in any medium selected by Broker, including MLS and the Internet, and, to the extent permitted by these media, control the dissemination of the information submitted to any medium; and (iii) disclose to any real estate licensee making an inquiry the receipt of any offers on the Property and the offering price of such offers.
 - B. Broker agrees to present all offers received for Owner's Property, and present them to Owner as soon as possible, unless Owner gives Broker written instructions to the contrary.
 - C. Owner agrees to consider offers presented by Broker, and to act in good faith to accomplish the sale of the Property by, among other things, making the Property available for showing at reasonable times and, subject to paragraph 3F, referring to Broker all inquiries of any party interested in the Property. Owner is responsible for determining at what price to list and sell the Property.
 - D. **Investigations and Reports:** Owner agrees, within **5 (or ___)** Days of the beginning date of this Agreement, to pay for the following pre-sale reports: Structural Pest Control General Property Inspection Homeowners Association Documents Other _____. If Property is located in a Common Interest Development or Homeowners Association, Owner is advised that there may be benefits to obtaining any required documents prior to entering into escrow with any buyer. Such benefits may include, but not be limited to, potentially being able to lower costs in obtaining the documents and avoiding any potential delays or complications due to late or slow delivery of such documents.
 - E. Owner agrees to provide Broker and transferee(s) all written disclosures, as required by law. Owner further agrees to immediately disclose in writing any condition known to Owner that affects the Property, including, but not limited to, any past or current generation, storage, release, threatened release, disposal, and presence and location of asbestos, PCB transformers, petroleum products, flammable explosives, underground storage tanks, and other hazardous, toxic or contaminated substances or conditions in, or, or about the Property. Owner shall maintain public liability and property damage insurance on the Property during the Listing Period or any extension. Owner waives all subrogation rights under any insurance against Broker, cooperating brokers or employees.
 - F. Owner further agrees to indemnify, defend and hold Broker harmless from all claims, disputes, litigation, judgments, attorney fees and costs arising from any incorrect or incomplete information supplied by Owner, or from any material facts that Owner knows but fails to disclose including dangerous or hidden conditions on the Property.
 - G. (If checked) The attached property disclosures is part of this Listing Agreement and may be provided to Prospective Transferees.
- 11. **DEPOSIT:** Broker is authorized to accept and hold on Owner's behalf any deposits to be applied toward the purchase price.
- 12. **AGENCY RELATIONSHIPS:**
 - A. **DISCLOSURE:** The Seller acknowledges receipt of a "Disclosure Regarding Real Estate Agency Relationships" (C.A.R. Form AD).



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- B. **OWNER REPRESENTATION:** Broker shall represent Owner in any resulting transaction, except as specified in paragraph 3F.
 - C. **POSSIBLE DUAL AGENCY WITH BUYER:** Depending upon the circumstances, it may be necessary or appropriate for Broker to act as an agent for both Owner and buyer, exchange party, or one or more additional parties ("Buyer"). Broker shall, as soon as practicable, disclose to Owner any election to act as a dual agent representing both Owner and Buyer. If a Buyer is procured directly by Broker or an associate-licensee in Broker's firm, Owner hereby consents to Broker acting as a dual agent for Owner and Buyer. In the event of an exchange, Owner hereby consents to Broker collecting compensation from additional parties for services rendered, provided there is disclosure to all parties of such agency and compensation. Owner understands and agrees that: a dual agent may not, without the express permission of the respective party, disclose to the other party confidential information, including, but not limited to, facts relating to either the Buyer's or Owner's financial position, motivations, bargaining position, or other personal information that may impact price, including the Owner's willingness to accept a price less than the listing price or the Buyer's willingness to pay a price greater than the price offered; and except as set forth above, a dual agent is obligated to disclose known facts materially affecting the value or desirability of the Property to both parties.
 - D. **CONFIRMATION:** Broker shall confirm the agency relationship described above, or as modified, in writing, prior to or concurrent with Owner's execution of a purchase agreement.
 - E. **Potentially Competing Sellers and Buyers:** Owner understands that Broker may have or obtain listings on other properties, and that potential buyers may consider, make offers on, or purchase through Broker, property the same as or similar to Owner's Property. Owner consents to Broker's representation of sellers and buyers of other properties before, during and after the end of this Agreement. Owner acknowledges receipt of a "Possible Representation of More than One Buyer or Seller - Disclosure and Consent" (C.A.R. Form PRBS).
13. **SECURITY, INSURANCE, SHOWINGS, AUDIO AND VIDEO:** Broker is not responsible for loss of or damage to personal or real property, or person, whether attributable to use of a key safe/lockbox, a showing of the Property, or otherwise. Third parties, including, but not limited to, appraisers, inspectors, brokers and prospective buyers, may have access to, and take videos and photographs of, the interior of the Property. Owner agrees: (i) to take reasonable precautions to safeguard and protect valuables that might be accessible during showings of the Property; (ii) to obtain insurance to protect against these risks. Broker does not maintain insurance to protect Owner. Persons visiting the Property may not be aware that they could be recorded by audio or visual devices installed by Owner (such as "nanny cams" and hidden security cameras). Owner is advised to post notice disclosing the existence of security devices.
14. **PHOTOGRAPHS AND INTERNET ADVERTISING:**
- A. In order to effectively market the Property for sale it is often necessary to provide photographs, including aerial photographs, virtual tours and other media to buyers. Owner agrees (or if checked, does not agree) that Broker or others may photograph or otherwise electronically capture images of the exterior and interior of the Property ("Images") for static and/or virtual tours of the Property by buyers and others for use on Broker's website, the MLS, and other marketing materials and sites. Owner acknowledges that if Broker engages third parties to capture and/or reproduce and display Images, the agreement between Broker and those third parties may provide such third parties with certain rights to those Images. The rights to the Images may impact Broker's control or lack of control of future use of the Images. If Owner is concerned, Owner should request that Broker provide any third parties' agreement impacting the Images. Owner also acknowledges that once Images are placed on the Internet neither Broker nor Owner has control over who can view such Images and what use viewers may make of the Images, or how long such Images may remain available on the Internet. Owner further assigns any rights in all Images to the Broker/Agent and agrees that such Images are the property of Broker/Agent and that Broker/Agent may use such Images for advertising, including post sale and for Broker/Agent's business in the future.
 - B. Owner acknowledges that prospective buyers and/or other persons coming onto the property may take photographs, videos or other images of the property. Owner understands that Broker does not have the ability to control or block the taking and use of Images by any such persons. (If checked) Owner instructs Broker to publish in the MLS that taking of Images is limited to those persons preparing Appraisal or Inspection reports. Owner acknowledges that unauthorized persons may take images who do not have access to or have not read any limiting instruction in the MLS or who take images regardless of any limiting instruction in the MLS. Once Images are taken and/or put into electronic display on the Internet or otherwise, neither Broker nor Owner has control over who views such Images nor what use viewers may make of the Images.
15. **KEYSAFE/LOCKBOX:** A key safe/lockbox is designed to hold a key to the Property to permit access to the Property by Broker, cooperating brokers, MLS participants, their authorized licensees and representatives, authorized inspectors, and accompanied prospective buyers. Owner further agrees that Broker, at Broker's discretion, and without further approval from Owner, shall have the right to grant access to and convey Owner's consent to access the Property to inspectors, appraisers, workers, repair persons, and other persons requiring entry to the Property in order to facilitate the sale of the Property. Broker, cooperating brokers, MLS and Associations/Boards of REALTORS® are not insurers against injury, theft, loss, vandalism or damage attributed to the use of a key safe/lockbox. Owner does (or if checked does not) authorize Broker to install a key safe/lockbox. If Owner does not occupy the Property, Owner shall be responsible for obtaining occupant(s)' written permission for use of a key safe/lockbox (C.A.R. Form KLA).
16. **SIGN:** Owner does (or if checked does not) authorize Broker to install a FOR SALE/SOLD sign on the Property.
17. **EQUAL HOUSING OPPORTUNITY:** The Property is offered in compliance with federal, state and local anti-discrimination laws.
18. **ATTORNEY FEES:** In any action, proceeding or arbitration between Owner and Broker to enforce the compensation provisions of this Agreement, the prevailing Owner or Broker shall be entitled to reasonable attorney fees and costs from the non-prevailing Owner or Broker, except as provided in paragraph 22A.
19. **ADDITIONAL TERMS:** REO Advisory Listing (C.A.R. Form REOL) Short Sale Information and Advisory (C.A.R. Form SSIA)
- Trust Advisory (C.A.R. Form TA)
- Owner intends to include a contingency to purchase a replacement property as part of any resulting transaction



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- 20. **MANAGEMENT APPROVAL:** If an associate-licensee in Broker's office (salesperson or broker-associate) enters into this Agreement on Broker's behalf, and Broker or Manager does not approve of its terms, Broker or Manager has the right to cancel this Agreement, in writing, within 5 Days after its execution.
- 21. **SUCCESSORS AND ASSIGNS:** This Agreement shall be binding upon Owner and Owner's successors and assigns.
- 22. **DISPUTE RESOLUTION:**
 - A. **MEDIATION:** Owner and Broker agree to mediate any dispute or claim arising between them regarding the obligation to pay compensation under this Agreement, before resorting to arbitration or court action. Mediation fees, if any, shall be divided equally among the parties involved. If, for any dispute or claim to which this paragraph applies, any party (i) commences an action without first attempting to resolve the matter through mediation, or (ii) before commencement of an action, refuses to mediate after a request has been made, then that party shall not be entitled to recover attorney fees, even if they would otherwise be available to that party in any such action. Exclusions from this mediation agreement are specified in paragraph 22B.
 - B. **ADDITIONAL MEDIATION TERMS:** The following matters shall be excluded from mediation: (i) a judicial or non-judicial foreclosure or other action or proceeding to enforce a deed of trust, mortgage or installment land sale contract as defined in Civil Code §2985; (ii) an unlawful detainer action; (iii) the filing or enforcement of a mechanic's lien; and (iv) any matter that is within the jurisdiction of a probate, small claims or bankruptcy court. The filing of a court action to enable the recording of a notice of pending action, for order of attachment, receivership, injunction, or other provisional remedies, shall not constitute a waiver or violation of the mediation provisions.
 - C. **ARBITRATION ADVISORY:** If Seller and Broker desire to resolve disputes arising between them through arbitration rather than court, they can document their agreement by attaching and signing an Arbitration Agreement (C.A.R. Form ARB).
- 23. **ENTIRE AGREEMENT:** All prior discussions, negotiations and agreements between the parties concerning the subject matter of this Agreement are superseded by this Agreement, which constitutes the entire contract and a complete and exclusive expression of their agreement and may not be contradicted by evidence of any prior agreement or contemporaneous oral agreement. If any provision of this Agreement is held to be ineffective or invalid, the remaining provisions will nevertheless be given full force and effect. This Agreement and any supplement, addendum or modification, including any photocopy or facsimile, may be executed in counterparts.
- 24. **OWNERSHIP, TITLE AND AUTHORITY:** Owner warrants that: (i) Owner is the owner of the Property; (ii) no other persons or entities have title to the Property; and (iii) Owner has the authority to both execute this Agreement and sell the Property. Exceptions to ownership, title and authority are as follows: _____

REPRESENTATIVE CAPACITY: This Listing Agreement is being signed for Owner by an individual acting in a Representative Capacity as specified in the attached Representative Capacity Signature Disclosure (C.A.R. Form RCSD-S). Wherever the signature or initials of the representative identified in the RCSD appear on this Agreement or any related documents, it shall be deemed to be in a representative capacity for the entity described and not in an individual capacity, unless otherwise indicated. Owner (i) represents that the entity for which the individual is signing already exists and (ii) shall Deliver to Broker, within 3 Days after execution of this Agreement, evidence of authority to act (such as but not limited to: applicable trust document, or portion thereof, letters testamentary, court order, power of attorney, resolution, or formation documents of the business entity).

By signing below, Owner acknowledges that Owner has read, understands, received a copy of and agrees to the terms of this Listing Agreement and any attached schedule of compensation.

Owner Martine Lopez Date 6/17/2023
 Address p.o. box 972 City Clayton State ca Zip 94517
 Telephone _____ Fax _____ E-mail curblandscape@yahoo.com

Owner _____ Date _____
 Address _____ City _____ State _____ Zip _____
 Telephone _____ Fax _____ E-mail _____

Additional Signature Addendum attached (C.A.R. Form ASA)

Real Estate Broker (Firm) Rise Group Real Estate DRE Lic. # 02051216
 Address 1251 California Ave City Pittsburg State ca Zip 94565

By Rick Camacho Tel. _____ E-mail Rickcamacho@risegroup.com DRE Lic.# 01865692 Date 6/16/2023
 By _____ Tel. _____ E-mail _____ DRE Lic.# _____ Date _____

Two Brokers with different companies are co-listing the Property. Co-listing Broker information is on the attached Additional Broker Acknowledgement (C.A.R. Form ABA).

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Reviewed by _____

VACANT LAND LISTING AGREEMENT (VLL PAGE 5 OF 5)



SELLER'S VACANT LAND ADVISORY
(C.A.R. Form SVLA, 12/19)

1. **INTRODUCTION:** Selling property in California is a process that involves many steps. From start to finish, it could take anywhere from a few weeks to many months, depending upon the condition of your Property, local market conditions and other factors. You have already taken an important step by listing your Property for sale with a licensed real estate broker. Your broker will help guide you through the process and may refer you to other professionals, as needed. This advisory addresses many things you may need to think about and do as you market your Property. Some of these things are requirements imposed upon you, either by law or by the listing or sale contract. Others are simply practical matters that may arise during the process. Please read this document carefully and, if you have any questions, ask your broker or appropriate legal or tax advisor for help.
2. **DISCLOSURES:**
 - A. **General Disclosure Duties:** You must affirmatively disclose to the buyer, in writing, any and all known facts that materially affect the value or desirability of your Property. You must disclose these facts whether or not asked about such matters by the buyer, any broker, or anyone else. This duty to disclose applies even if the buyer agrees to purchase your Property in its present condition without requiring you to make any repairs. If you do not know what or how to disclose, you should consult a real estate attorney in California of your choosing. Broker cannot advise you on the legal sufficiency of any disclosures you make.
 - B. **Specific Contractual Disclosure Duties:**
 - (1) The Vacant Land Purchase Agreement provides that the seller shall, if required by Law, deliver to buyer information regarding earthquakes, environmental hazards, flood hazards, and fire hazards
 - (2) If seller has actual knowledge, the Purchase Contract requires seller to disclose (i) Legal Proceedings affecting the Property, (ii) Agricultural Use restrictions, (iii) Deed restrictions; (iv) Farm Use and right to farm issues, (v) Endangered Species issues, (vi) Environmental Hazards, (vii) Common Walls, (viii) Landlocked property, (ix) Easements and Encroachments, (x) Soil fill and Soil problems, (xi) Earthquake damage, (xii) Zoning Issues, (xiii) Neighborhood problems.
 - (3) Existing Rental and Service agreements must be disclosed.
 - (4) Seller is also required to make a good faith effort to obtain and deliver to the buyer a disclosure notice from the appropriate local agency(ies) about any special tax levied on your Property pursuant to the Mello-Roos Community Facilities Act, the Improvement Bond Act of 1915, and a notice concerning the contractual assessment provided by section 5898.24 of the Streets and Highways Code.
 - (5) Common Interest Developments: If the Property is in a common interest development, you must provide to the buyer copies of the governing documents, the most recent financial statements distributed, and other documents required by law or contract. If you do not have a current version of these documents, you can request them from the management of your homeowners' association. To avoid delays, you are encouraged to obtain these documents as soon as possible, even if you have not yet entered into a purchase agreement to sell your Property.
 - (6) Contract Terms and Conditions: A buyer may request, as part of the contract for the sale of your Property, that you pay for repairs to the Property and other items. Your decision on whether or not to comply with a buyer's requests may affect your ability to sell your Property at a specified price.
 - C. **Other Legal Duties Withholding Taxes:** Under federal and California tax laws, a buyer is required to withhold a portion of the purchase price from your sale proceeds for tax purposes unless you sign an affidavit of non-foreign status and California residency, or some other exemption applies and is documented.
 - D. **Prohibition Against Discrimination:** Discriminatory conduct in the sale of real property against individuals belonging to legally protected classes is a violation of the law.
3. **LEGAL AND TAX IMPLICATIONS:** Your Property may have legal, tax, insurance, title or other implications. You should consult an appropriate professional for advice on these matters.
4. **MARKETING CONSIDERATIONS:**
 - A. **Pre-Sale Inspections and Considerations:** You should consider doing what you can to prepare your Property for sale. Many people are not aware of defects in or problems with their own Property. One way to make yourself aware is to obtain professional inspections prior to sale. Pre-sale inspections may include a general property inspection and an inspection of the septic or well systems, if any, among others. By doing this, you then have an opportunity to make repairs before your Property is sold, which may enhance its marketability. Keep in mind, however, that any problems revealed by such inspection reports or repairs that have been made, whether or not disclosed in a report, should be disclosed to the buyer (see "Disclosures" in paragraph 2 above). This is true even if the buyer gets his/her own inspections covering the same area. Obtaining inspection reports may also assist you during contract negotiations with the buyer.
 - B. **Safety Precautions:** Advertising and marketing your Property for sale, including, but not limited to, placing a

keysafe/lockbox, erecting FOR SALE signs, and disseminating photographs, videotapes, and virtual tours of the Property, may jeopardize the safety of your Property. You are strongly encouraged to maintain insurance, and to take any and all possible precautions and safeguards to protect Property, and your belongings, including valuables located on the Property.

C. Expenses: You are advised that you, not the Broker, are responsible for the fees and costs, if any, to comply with your duties and obligations to the buyer of your Property.

5. OTHER ITEMS:

Seller has read and understands this Advisory. By signing below, Seller acknowledges receipt of a copy of this document.

Seller ^{DocuSigned by:} Martine Lopez Date 6/17/2023
Martine Lopez 8C30DD2512D04E6...
Print Name _____

Seller _____ Date _____

Print Name _____

Real Estate Broker (Listing Firm) Rise Group Real Estate DRE Lic# 02051216
By Rick Camacho DRE Lic # 01865692 Date 6/16/2023

By 8C30DD2512D04E6... _____ DRE Lic # _____ Date _____

Address 1251 California Ave City Pittsburg State ca Zip 94565

Telephone _____ Fax _____ E-mail Rickcamacho@risegroup.com

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**CALIFORNIA CONSUMER PRIVACY ACT ADVISORY,
DISCLOSURE AND NOTICE**
(C.A.R. Form CCPA, Revised 12/22)

The California Consumer Privacy Act (commencing with Civil Code § 1798.100) ("CCPA"), as amended by California voters in 2020, grants to California residents certain rights in their private, personal information ("PI") that is collected by companies with whom they do business. Under the CCPA, PI is defined broadly to encompass non-public records information that could reasonably be linked directly or indirectly to you. PI could potentially include photographs of, or sales information about, your property.

During the process of buying and selling real estate your PI will be collected and likely shared with others, including real estate licensees, a Multiple Listing Service, real estate internet websites, service providers, lenders, and title and escrow companies, to name several possibilities. Businesses that are covered by the CCPA are required to grant you various rights in your PI, including the right to know what PI is collected, the right to know what PI is sold or shared and to whom, the right to request that the business correct or delete your PI, the right to "opt out" or stop the transfer of your PI to others, and the right to limit the use of certain PI which is considered "sensitive." You may get one or more notices regarding your CCPA rights from businesses you interact with in a real estate transaction. However, not all businesses that receive or share your PI are obligated to comply with the CCPA. Moreover, businesses that are otherwise covered under the CCPA may have a legal obligation to maintain PI, notwithstanding your instruction to the contrary. For instance, regardless of whether they are covered by CCPA, under California law, brokers and Multiple Listing Services are required to maintain their records for 3 years. If you wish to exercise your rights under CCPA, where applicable, you should contact the respective business directly.

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I/we acknowledge receipt of a copy of this California Consumer Privacy Act Advisory, Disclosure and Notice.

Buyer/Seller/Landlord/Tenant ^{DocuSigned by:} Martine Lopez Date 6/17/2023
~~Martine Lopez~~

Buyer/Seller/Landlord/Tenant _____ Date _____

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CCPA REVISED 12/22 (PAGE 1 OF 1)



CALIFORNIA CONSUMER PRIVACY ACT ADVISORY (CCPA PAGE 1 OF 1)

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Martin Lopez



**JON WEBSTER
LAW GROUP
— APC —**

August 4, 2023

- Sent via email to michele.perry@dcd.cccounty.us
and by Hand Delivery –

CONTRA COSTA COUNTY
Department of Conservation and Development
Community Development Division
30 Muir Road
Martinez, CA 94553

NOTICE OF APPEAL RE: Administrative Penalty Notice

**Address: 0 Poinsettia Ave
Bay Point, CA 94565
APN: 096-044-007**

Reference: CECF23-00253

Director John Kopchik:

PLEASE TAKE NOTICE that the owners of 0 Poinsettia Ave., Bay Point, California 94565, MARTINE LOPEZ and LUICO INIGUEZ, (hereinafter, “THE OWNERS”) hereby APPEAL the Administrative Penalty Notice, dated July 20, 2023, (“the NOTICE”) originating from the Contra Costa County Department of Conservation and Development, signed by Francisco Avila, Principal Planner, Community Development Division.

PLEASE TAKE FURTHER NOTICE that in this APPEAL, THE OWNERS will be represented by this law firm, and specifically, Jon Webster, Attorney at Law, and all further communication should be directed to this office at the address contained herein.

This APPEAL is based on the fact that the NOTICE contains factual errors, including but not limited to the conclusion that there was a zoning violation and that “the violation(s) have not been corrected,” as averred in the NOTICE and the fact that THE OWNERS immediately move to sell the subject property.

Respectfully submitted,

JON WEBSTER

cc: Clients

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PROOF OF SERVICE

At the time of service, I, Rodolfo Alatorre, was over 18 years of age and not a party to this action. I am employed in the County of Contra Costa, State of California. My business address is c/o Jon Webster Law Group, APC., located at 1985 Bonifacio Street, Suite 102, Concord, CA 94520-2264. I served true copies of the following document(s) listed herein on the interested parties in the matter reference number CECF23-00253, as follows:

SERVICE DOCUMENT(S)

- **NOTICE OF APPEAL RE: Administrative Penalty Notice**
Address: 0 Poinsettia Ave
Bay Point, CA 94565
APN: 096-044-007

SERVICE LIST

CONTRA COSTA COUNTY
Department of Conservation and Development
Community Development Division
Attn: Michele Perry
Michele.perry@dcd.cccounty.us
Attn: Director John Kopchik
30 Muir Road
Martinez, CA 94553

METHOD OF SERVICE

BY E-MAIL: I served electronically from the notification address michele.perry@dcd.cccounty.us the document or documents described above and a copy of this proof of service to the persons and at the electronic notification addresses set forth herein. The electronic transmission was reported as complete and without error. I did not receive, within a reasonable time after the transmission, any electronic message or other indication that the transmission was unsuccessful.

Personal Service: I personally served the above-referenced documents on the department listed above.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed on August 4, 2023 in Martinez, California.

RODOLFO ALATORRE
Paralegal

Attachment

May 25, 2023



November 20, 2024



January 23, 2025





January 23, 2025



CONTRA COSTA COUNTY

1025 ESCOBAR STREET
MARTINEZ, CA 94553

Staff Report

File #: 25-425

Agenda Date: 2/19/2025

Agenda #: 3a.

Project Title: Gloria Terrace Two-lot Minor Subdivision

County File(s): CDMS24-00009

Applicant/Owner: Gloria Knoll, LLC, Grant Carone

Zoning/General Plan: Single-Family Residential District R-20 / Single-Family Residential-Low Density, SL

Site Address/Location: Directly North of 3275 Gloria Terrace, Lafayette, CA (APN: 166-240-039)

California Environmental Quality Act (CEQA) Status: Categorical Exemption, CEQA Guidelines Section 15315 - Minor Land Divisions

Project Planner: Everett Louie, Planner II (925) 655-2873
Everett.Louie@dcd.cccounty.us

Staff Recommendation: Approve (See Section II for Full Recommendation)

I. PROJECT SUMMARY

The applicant requests approval of a tentative map for a minor subdivision application to subdivide an approximately 45,502-square-foot vacant lot into two lots. Parcel A will be approximately 21,054 square feet and Parcel B will be approximately 24,229 square feet. The subject parcel is currently vacant. No residential development is proposed with the project. The project proposes future improvements such as grading of approximately 4,633 cubic yards of cut and 683 cubic yards of fill, proposing a new private access, utility and landscape easement on Parcel A, a bio-retention area on Parcel A and Parcel B, and new sanitary and water lines to the proposed parcels. Access to the parcels would be provided by a private road that connects to Gloria Terrace.

II. RECOMMENDATION

The Department of Conservation and Development, Community Development Division (CDD) staff recommends that the County Zoning Administrator:

- A. OPEN the public hearing on the two-lot Minor Subdivision, RECEIVE testimony, and CLOSE the public hearing.
- B. APPROVE the Tentative Parcel Map for the Gloria Terrace Two-Lot Minor Subdivision (County File #CDMS24-00009), based on the attached findings and subject to the attached conditions of approval.
- C. DETERMINE that the proposed project is categorically exempt from CEQA under Section 15315 of the CEQA Guidelines.
- D. DIRECT staff to file a Notice of Exemption with the County Clerk.

III. GENERAL INFORMATION

- A. General Plan: The subject property is located within a Single-Family Residential Low-Density District (SL). The SL designation has a density range of 1.0 to 2.9 units per net acre.
- B. Zoning District: The subject property is located within the R-20 Single-Family Residential District (R-20).
- C. California Environmental Quality Act (CEQA): The project is categorically exempt pursuant to CEQA Guidelines Section 15315, "which consists of the division of property in urbanized areas zoned for residential use into four or fewer parcels when the division is in conformance with the General Plan and zoning, no variances or exceptions are required, all services and access to the proposed parcels to local standards are available, the parcel was not involved in a division of a larger parcel within the previous two years, and the parcel does not have an average slope greater than 20 percent."

The project proposes a minor subdivision of two lots in a residential zoned district (R-20) and is in an area considered urbanized as Pleasant Hill and Lafayette are the two closest cities who both exceed the population density threshold to qualify an area as urbanized. This project does not exceed the four maximum allowed parcels under this exemption and is also zoned for residential which is a requirement to use this exemption. The project does not require any variances, exceptions, and is in conformance with the General Plan and Zoning as described in the Staff Report below. The parcel was not subject to a division of land within the previous two years, the last division of land this parcel was in was under CDMS15-00008 which was recorded on April 28, 2021, over three years ago. The site is serviced readily

serviced by both a water district (East Bay Municipal District) and a sanitary district (Central Sanitary District) and the site has access. Lastly, the parcel does not have an average slope greater than 20 percent. A slope analysis was provided with this application which indicates that the average slope of the parcel is 16.5 percent which is below the threshold of 20 percent. The proposed project does not pose significant impacts to any of the six exceptions to the categorical exemptions pursuant to CEQA Guidelines, Section 15300.2, and CA Public Resources Code, Section 21084.

- D. Lot Creation: The Parcel is Parcel C that was created under CDMS15-00008 which was recorded with the County Clerk on April 28, 2021.

E. Previous Applications:

CDMS15-00008: This was a vesting tentative map for a minor subdivision that subdivided a 3-acre site into four residential parcels. This was approved by the Zoning Administrator on March 8, 2017.

IV. SITE/AREA DESCRIPTION

The subject property is approximately 1.045-acre vacant parcel that was created as Parcel C under CDMS15-00008. The project site is located on the north side of Gloria Terrace approximately, 185 feet north of the road and approximately 400 feet east of the intersection of Gloria Terrace and Reliez Valley Road. The subject property is accessed via a private access easement through Parcels A and D of CDMS15-00008 and connects to Gloria Terrace to the south. The parcels in the immediate vicinity consist of single-family residential uses. Approximately 450 to the west are parcels within the City of Lafayette jurisdiction. All parcels to the north, south and east are zoned R-20 while parcels immediately to the west are zoned R-10. The General Plan of parcels to the north of Gloria Terrica is Single-Family Residential-Low and parcels south of Gloria Terrice are Single-Family Residential-Medium.

The subject parcel slopes gently away from the center, rising in elevation from 330 feet above mean sea level to 340 feet above mean sea level to the south and slopes downward in elevation from 330 feet above mean sea level to 325 feet above mean sea level to the north. There are no existing trees on the subject property as they have all been removed under CDMS15-00008. The vacant parcel has a gravel area on the southwestern side and existing rock rip rap along a small portion of the western side.

V. PROJECT DESCRIPTION

The applicant requests approval of a tentative map for a minor subdivision to subdivide an approximately 45,529-square-foot vacant lot into two lots. Parcel A will be 21,054 square feet and Parcel B will be 24,449 square feet. No residential development is proposed with the project.

The project is proposing grading of approximately 4,633 cubic yards of cut and approximately 683 cubic yards of fill for future development. The project also includes proposed access, utility and landscape easement along the southern property line of proposed Parcel A. This access easement will allow Parcel B of this minor subdivision access to Gloria Terrace. The project also proposes residential improvements including one bio-retention area for each parcel, 12" storm drain lines to serve the bio-retention areas, and a new concrete driveway to provide access to the two proposed lots.

VI. AGENCY COMMENTS

- A. East Bay Municipal Utility District (EBMUD): In a letter dated June 5, 2024, EBMUD stated that the project sponsor shall work with EBMUD to request a water service estimate. The water district comments indicated that water service will be available for the subdivision.
- B. Contra Costa County Fire Protection District: In a letter dated June 5, 2024, the fire district stated that any proposed homes shall meet the California Building Code and that a land development permit is required for access and supply review which shall be submitted by the applicant.
- C. Contra Costa County, Department of Conservation and Development, Housing Division: In a letter dated May 17, 2024, the housing division stated that the project is exempt from the County's Inclusionary Housing Ordinance. The site is listed as an inventory site only, however, the Housing division provided comments stating that the proposed project does not appear to result in a net loss in sites inventory capacity.
- D. Northwest Information Center: In a letter dated June 5, 2024, the Northwest Information Center stated that the project area has a low possibility of containing unrecorded archaeological sites and therefore, no further study for archaeological resources is recommended.
- E. Contra Costa County Public Works Department: In a letter dated July 17, 2024, the Public Works Department Staff deemed the application incomplete pending submittal of a revised plan showing drainage, hydrology and hydraulics calculations and any exception requests. The applicant submitted the necessary information to Public Works and in a letter dated December 11, 2024, Public Works deemed the application complete and provided their conditions of approval which are included in the findings and conditions of approval for this project.
- F. Contra Costa County, Transportation Planning Division: In an email dated June 20, 2024, the Transportation Planning Section stated that there are no comments.
- G. Contra Costa County, Advanced Planning Division: In an email dated July 30, 2024, the

Advanced Planning division stated that there are no issues with the subdivision.

No comments were received from the following agencies, Building Inspection Division, Grading Inspection Division, County Geologist, Contra Costa Environmental Health Department, Public Works Traffic, Central Sanitary District, City of Pleasant Hill, Lafayette School District, Acalanes High School District and Contra Costa County Mosquito & Vector Control District. Agency comments received by staff are included in Attachment 3.

VIII. STAFF ANALYSIS

A. General Plan Consistency: The proposed two-lot Minor Subdivision is consistent with the General Plan, as discussed below.

1. Land Use Element: The project site has a General Plan designation of Single-Family Residential-Low Density (SL), which has a density range of 1.0 to 2.9 units per net acre. According to section 3.7 of the 2005-2020 County General Plan, "Net acreage includes all land area used exclusively for residential purposes, and excludes streets, highways, and all other public rights-of-way." The table below demonstrates the project's compliance with the SL General Plan designation .

Category: GP Analysis	Project Totals
Total area (Gross)=	1.04 acres
Private Easements= Total Area (Net) 1.04-0.13 # of units allowed, 0.91 Net Acres X 2.9 Units Per Net Acre =	0.13 acres 0.91 acres 0.91 to 2.61 Units Allowed
Total Allowable units =	3 Units Allowed (2 units proposed) and 1.9 units/acre

No other uses other than residential are proposed with this application. Therefore, the proposal is in accord with the SL General Plan designation.

- *Policy 3-21: The predominantly single-family character of substantially-developed portions of the county shall be retained.*

Staff Response: The project is located in an area where single-family character is dominant. The project proposes a net of one additional residential lot that is proposed to be developed with one single-family residence. Therefore, the project retains the single-family character of the neighborhood.

2. Safety Element: The General Plan Safety Element includes the following policies that are applicable to the proposed project:

- *Goal 10-as: Development of areas identified by the criteria of the State Division of Forestry as having an Extreme Fire Hazard will be avoided where possible. Homes located in extreme or high fire hazard areas will be constructed with fire-resistant materials and the surroundings should be irrigated or landscaped with fire resistant plants.*
- *Goal 10-at: To Require projects which encroach into areas which are determined to have a high or extreme fire hazard, or which incorporate wildfire hazard areas, to be reviewed by the appropriate Fire Bureau to determine if special fire prevention measures are advisable.*
- *Goal 10-au: . Major developments will not be approved if fire fighting services are not available or are not adequate for the area.*

Staff Response: The project is located within a State Responsibility Area High Fire Zone. During the building permit stages for any future residences, Building Inspection Staff will verify that any future residences are built to the California Building Code standards. As mentioned in the agency comment section, the project was referred to the Contra Costa County Fire Protection District. The fire district provided comments stating that any future homes are required to meet requirements of the California Building Code 7A and that the applicant/owner will be required to submit for a land development permit prior to the submittal of a building permit. Therefore, the project was reviewed by the fire district and does not proposed a major development in an area that does not have fire fighting services available.

B. Zoning Compliance: The proposed tentative map identifies two new residential lots. Each lot meets or exceed the minimum lot area, depth and average width requirements as required by the R-20 Zoning District. Below is a table demonstrative each lot’s compliance with the R-20 standards.

Lot	Area (20,000 Sq. Ft. Min)	Depth (120 Ft. Min.)	Average Width (120 Ft. Min)
Parcel A	21,054 SF	177.9’	137.4’
Parcel B	24,449 SF	150.8’	139.6’

No specific residential plans have been submitted as part of this application. Sheet 4 of the tentative map provides a preliminary layout of where potential houses may be located. Staff has reviewed Sheet 4 and has determined that the preliminary layout of potential houses meets the R-20 front, side and rear setback requirements. If/when the applicant or project

sponsor comes in for a building permit for a new residence on the proposed parcels, the building permit will be required to be reviewed by the Community Development Division to determine if the proposed single-family residence conforms with the R-20 zoning standards. A building permit will not be issued unless Planning staff determines that the proposed single-family residence complies with the R-20 zoning standards for each new lot.

- C. Tree Protection and Preservation Ordinance: The application includes an updated arborist letter from Maija Wigoda-Mikkila, certified arborist #WE-12986A. The arborist letter indicates that any improvements from the proposed subdivision are outside the designated tree protection zones and there will not be any anticipated impacts to trees. Therefore, the project is in compliance with the tree protection and preservation ordinance.
- D. Inclusionary Housing Ordinance: The project is proposing to subdivide an existing lot into two lots, creating a net one new parcel. The inclusionary housing ordinance requires that all residential development of five or more units to be subject to the County's Inclusionary Housing Ordinance. Pursuant to section 822-4.408 of the County Ordinance Code, the proposed project is exempt from the requirements of the County's Inclusionary Housing Ordinance, Chapter 822-4 because it does not propose five or more units.
- E. Housing Inventory Site: The subject property's APN listed along with APNs 166-240-037 and 166-240-038 associated with County File #CDMS15-00008 is including in the housing inventory site. California Government Code section 65863 mandates that no local government action shall reduce, require or permit the reduction of, the residential density or allow development at a lower residential density for any parcel identified in the sites inventory for the adopted Housing Element unless the local government makes written findings that the reduction is consistent with the General Plan, and the remaining sites identified in the Housing Element's site inventory are adequate to meet the jurisdiction's share of the regional housing needs. Housing Staff of the Department of Conservation and Development reviewed the project and determined that the proposed project will not result in the reduction in the total number of units or income category in the Housing Element sites inventory and thus is not required to make the mandatory findings for all discretionary projects where a housing development does not propose the maximum density on the property or does not propose the number of units at the income levels indicated in the sites inventory. Housing Staff also stated that "the proposed project does not appear to result in an net loss in sites inventory capacity and will not be required by state law to provide findings as part of an entitlement approval.
- F. Appropriateness of Use: The proposed project is a two-lot Minor Subdivision that will create two (net one) residential lots. This use is consistent with surrounding uses in that all parcels within the immediate vicinity are residential uses in nature. The project does not require any variances or exceptions and the project layout and access will provide for a quality development with no significant or adverse effects to the surrounding community or

environment. A residential subdivision is a use that is compatible with the residential nature of the area and the development standards of each lot do not exceed the R-20 zoning district. Therefore, the project is appropriate for the area and provides a place to develop an additional unit of housing to the County.

- G. Traffic and Circulation: The project site does not directly front any public roads. Both parcels are proposed to gain access from Gloria Terrace by expansion of a private road to the south. The current road width of Gloria Terrace at its intersection with the private road is 22 feet within a 60-foot right of way. The applicant will be required as a condition of approval to provide evidence that there is legal access to the property from Gloria Terrace. No right-of-way dedication or road widening of a public road will be required for this development. The private road is marked on the site plan as a 28-foot-wide private access and utility easement. Since this easement serves more than one lot, it is considered a private road and must be built to private road standards. This would require a minimum of 16 feet of pavement within a 25-foot easement. Additionally, the fire marshal will need to review and approve access onto this parcel before plans get approved by the Public Works Department. This is included as a condition of approval for the project.
- H. Drainage: 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 Preliminary Grading, Drainage & Utility Plan shows that following construction, runoff will drain in a northeasterly direction into two bio-retention areas. This bioretention then conveys water to an existing catch basin and 24" stormwater pipe within an onsite private storm drain easement. This stormwater infrastructure then outfalls into existing rock rip rap located onsite. According to the improvement plan for MS15-0008, the riprap connects to an overland ditch that flows in a southward direction into stormwater infrastructure along Gloria Terrace. The applicant will need to verify with Public Works that the County's collect and convey requirements are being met by this development considering the additional impervious surface area being created. This is included as a condition of approval for the project.

- I. Stormwater Management and Discharge Control: A Stormwater Control Plan (SWCP) is required for applications that will create and/or redevelop impervious surface area exceeding 5,000 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. Based on the typical lot coverage for two parcel of this size, as well as the private road and frontage improvements, this threshold will be exceeded. The applicant has provide a Preliminary Stormwater Control

Plan with this application, which is adequate for this phase of the project.

- J. Floodplain Management: The property does not lie within the Special Flood Hazard (100-year flood boundary) as designated on the Federal Emergency Management Agency Flood Insurance Rate Map.
- K. Countywide Street Light Financing: The subject property is already annexed into Community Facilities District 2010-1 and will require no further annexation.
- L. Area of Benefit Fee: The applicant will need to comply with the requirements of the Bridge/Thoroughfare Fee Ordinance for the Central County Area of Benefit, as adopted by the Board of Supervisors. The fee shall be paid prior to issuance of building permits.
- M. Drainage Area Fee and Creek Mitigation: The applicant will be required to comply with the drainage fee requirements for Drainage Area 62 as adopted by the Board of Supervisors. A condition of approval is included requiring the fee to be paid prior to the filing of a parcel map.

IX. CONCLUSION

The proposed CDMS24-00009 Minor Subdivision is consistent with the County General Plan and zoning code. The project will conform to all applicable development standards for the R-20 Zoning District, and will add additional housing options to an area that is primarily developed with similar uses. Staff is recommending approval of the Tentative Parcel Map for the two-lot Minor Subdivision CDMS24-00009, based on the attached findings and subject to the attached conditions of approval.

Attachments:

- A. CDMS24-00009 Findings and Conditions of Approval
- B. CDMS24-00009 Maps
- C. CDMS24-00009 Agency Comments
- D. CDMS24-00009 Tentative Map Plans

**FINDINGS AND CONDITIONS OF APPROVAL FOR COUNTY FILE CDMS24-00009,
GLORIA KNOLL, LLC – GRANT CARONE (APPLICANT & OWNER)**

A. Growth Management Performance Standards

1. Traffic: The project is to subdivide an approximately 45,520-square-foot vacant lot into two lots. While there is no development with this Minor Subdivision, future residential development will lead to at least one-single family residence on each lot Based on *Institute of Transportation Engineers Trip Generation Rates*, each dwelling unit is expected to generate 1.0 peak vehicle trip. Accordingly, residential development of the two parcels will generate 2.0 peak hour vehicle trips and will not have a substantial impact on Gloria Terrace.
2. Water: The project site is served by East Bay Municipal District. Future development would require two new water lines to be created to serve the two new lots. The plan show future development of water lines connecting to a East Bay Municipal District water meter. Moreover, the water district reviewed the project and is requiring the project sponsor to contact EBMUD new business office and request a water service estimate to determine the costs and conditions of providing additional water services. Therefore, the project will not impact the existing water service to the surrounding area.
3. Sanitary Sewer: The project site is served by the Central Contra Costa County Sanitary District. Future development would require sanitary sewer lines to service the two new lots. The plans show future development of a sanitary sewer line that will connect to an existing 8" sanitary sewer material line. The applicant will be required to contact the sanitary district to see if any additional requirements will be needed prior to providing sanitary services. Moreover, the proposed development of two new single-family residences will not exacerbate existing sanitary conditions. Therefore, the project will not impact the existing sanitary sewer service to the surrounding area.
4. Fire Protection: The subject property is an area classified as a State Responsibility Area – High Fire Hazard Severity Zone. Projects with the potential floor development are generally referred to the Contra Costa County Fire District (CCCFPD) for review and comment to ensure that the proposal does not conflict with applicable fire codes. In a returned agency comment letter dated June 5, 2024, CCCFPD provided comments which apply to any future proposal to build a single-family residence and noted that the proposed access of 20' meets the 20' feet emergency apparatus access roadway requirement. Any future development will be required to comply with Fire District requirements and with current building

codes, including those requiring installation of automatic fire sprinklers in new single-family residences. Compliance with the regulations of the Fire District and applicable building codes will not exacerbate any fire protection for this area.

5. Public Protection. Police protection services in the project vicinity are provided by the Contra Costa County Sheriff's Office. Future development of one net additional parcel will not induce major population increases to the area. Therefore, the project will not increase the demand for police protection facilities or services. Furthermore, prior to the issuance of building permits for each parcel, the applicant shall pay a fee of \$1,000.00 for residential construction on each parcel for police services mitigation in the area as established by the Board of Supervisors.
6. Parks & Recreation. Although no residential development is proposed as part of the two-lot minor subdivision, there is the potential to construct one new single-family residence on each parcel, which will marginally increase the population in the Lafayette area. New residential development is required to comply with the Park Dedication and Park Impact fees which are collected to fund the acquisition and development of parks in Contra Costa County. The applicant would be required to pay a Park Dedication Fee and a Park Impact Fee for each new single-family residence, which is used to acquire parkland and develop parks and recreation facilities to serve new residential development in the unincorporated areas of the County. Thus, there would be a less than significant impact from this project on the use of local public parks and recreational facilities by residents of the Lafayette area.
7. Flood Control & Drainage. The property does not lie within the Special Flood Hazard area (100-year flood boundary) as designated on the Federal Emergency Management Agency Flood Insurance Rate Map. The project will comply with Division 914 of the County Ordinance in that the project is proposing to build two new bio-retention areas to convey stormwater into an existing catch basin and 24" stormwater pipe within an onsite private storm drain easement. This stormwater infrastructure then outfalls into existing rock rip rap located onsite that was installed under CDMS15-00008. The riprap then connects to an overland ditch that flows in a southward direction into stormwater infrastructure along Gloria Terrace. Therefore, all runoff will be directed to the appropriate infrastructure. The applicant will be required to comply with the drainage fee requirements for Drainage Area 62 as adopted by the Board of Supervisors prior to filing a parcel map.

B. Tentative Parcel Map Findings

The following are required findings for the approval of a tentative parcel map.

1. *The proposed subdivision, together with the provisions for its design and improvement, is consistent with applicable general and specific plans.*

Project Finding. The project has been found to be consistent with the General Plan designation of Single-Family Residential-Low Density (SL). Per the SL designation, the allowable density range is 1.0 to 2.9 units per net acre. As the site consists of 0.91 net acres (1.04 gross acres – 0.13 acres of easement), 3 units are allowable for this site (where 2 are proposed) and the project is within the allowable density range (1.9 units/acre proposed which is within the density range of 1.0 to 2.9 units per net acre). Given that the project proposes only 2 units which is within the density range, the project is consistent with the General Plan residential density. In addition, the project is consistent with Policy 3-21 of the Land Use Element in that the project proposes a residential use in an area where single-family residences are dominant in character. The Minor Subdivision is consistent with Safety Element Goals 10-as, 10-at, 10-au in that the project will be required to comply with all building code, fire code and any other requirements applicable to fire safety, Therefore, the Minor Subdivision will not adversely affect the orderly development of property within the County.

Since the minor subdivision will be compatible with the predominantly single-family residential character of the Gloria Terrace neighborhood, future residential development on the two subdivision parcels will not have a substantial effect on the surrounding area. The project will be compatible as single-family parcels are common uses in this area of the County.

2. *The proposed subdivision fulfills construction requirements.*

Project Finding. As required by the conditions of approval, the project does not pose any significant traffic impacts and must comply with the “collect and convey” requirements and design standards for construction of private roads. The project is also conditioned to require the applicant/project sponsor to pay any fees including park and recreation, school district, child care and police services prior to the issuance of any building permits for the two proposed lots. Payment of these fees along with compliance with the applicable California Building Code will fulfill all obligations related to construction of the project. Therefore, based on the

proposal, no physical circumstances would restrict the developer from completing the project.

C. California Environmental Quality Act (CEQA) Findings:

The proposed project is exempt under CEQA Guidelines Section 15315 – Minor Land Divisions, “which consists of the division of property in urbanized areas zoned for residential use into four or fewer parcels when the division is in conformance with the General Plan and Zoning, no variances or exceptions are required, all services and access to the proposed parcels to local standards are available, the parcel was not involved in a division of a larger parcel within the previous two years, and the parcel does not have an average slope greater than 29 percent.” The project proposes a minor subdivision of two lots in a residential zoned district (R-20) and is in an urbanized area. The project does not exceed the four maximum allowed parcels under this exception and is zoned for residential use. There are no variances or exceptions and is in conformance with the General Plan and Zoning. The parcel was not subject to a division of land within the previous two years and is serviced by both a water district and a sanitary district. Lastly, the parcel does not have an average slope greater than 20 percent.

CONDITIONS OF APPROVAL FOR COUNTY FILE #CDMS24-00009

Project Approval

1. The Tentative Map for a minor subdivision is APPROVED to subdivide an approximately 45,520-square-foot vacant lot into two lots. Parcel A will be 21,054 square feet and Parcel B will be 24,449 square feet.
2. The project approval described above is granted based on, or as generally shown on, the following documents.
 - Application and materials received by the Department of Conservation and Development, Community Development Division (CDD) on May 8, 2024.
 - Resubmittal of application materials on September 26, 2024.
 - Arborist Updated Memo prepared by Maija Wigoda-Mikkila, Certified Arborist #WE-12986A, received on September 26, 2024.
 - Revised tentative map received on October 9, 2024.

3. Any modification to the project approved under this permit that is not required by a Condition of Approval herein shall be subject to the review and approval of the CDD.

Application Costs

4. The Minor Subdivision application was subject to an initial deposit of \$7,500 that was paid with the application submittal, plus time and material costs if the application review expenses exceed the initial deposit. Any additional fee due must be paid prior to issuance of a building permit, or 60 days of the effective date of this permit, whichever occurs first. The fees include costs through permit issuance and final file preparation. Pursuant to Contra Costa County Board of Supervisors Resolution Number 2019/553, where a fee payment is over 60 days past due, the application shall be charged interest at a rate of ten percent (10%) from the date of approval. The applicant may obtain current costs by contacting the project planner. A bill will be mailed to the applicant shortly after permit issuance in the event that additional fees are due.

Indemnification

5. 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 full in the defense.

Compliance Report

6. At least 45 days prior to filing a Parcel Map, the applicant shall submit an application for COA Compliance Review and provide a report on compliance with the conditions of approval for the review and approval by the CDD. The fee for this application is a deposit of \$1,500.00 that is subject to time and material costs. Should staff costs exceed the deposit, additional fees will be required.

Except for those conditions administered by the Public Works Department, the report shall list each condition followed by a description of what the applicant has provided as evidence of compliance with that condition. A copy of the permit conditions of

approval may be obtained from the CDD.

Landscaping

7. Construction plans submitted for the purpose of obtaining building permits for the development of a single-family residence on Parcels A or B shall include a landscaping plan. The plan shall comply with the County's Water Efficient Landscapes Ordinance, and verification of such shall accompany the plan.

Child Care

8. **Prior to the CDD stamp-approval of construction plans for the issuance of a building permit**, the developer shall comply with the requirements of the Child Care Ordinance, and pay \$400.00 per lot, as adopted by the Board of Supervisors.

Park Impact

9. **Prior to the CDD stamp-approval of construction plans for the issuance of a building permit**, the applicant shall pay the applicable park impact fee as established by the Board of Supervisors.

Park Dedication Fee

10. **Prior to the CDD stamp-approval of construction plans for the issuance of a building permit**, the applicant shall pay the applicable park dedication fee as established by the Board of Supervisors.

Police Services

11. **Prior to the CDD stamp-approval of construction plans for the issuance of a building permit**, the applicant shall pay a fee of \$1,000.00 for police services mitigation in the area as established by the Board of Supervisors. The fee shall be paid to the Contra Costa County Application and Permit Center.

Deed Disclosure for Fees

12. **Prior to filing the Parcel Map**, the applicant shall submit a draft deed disclosure statement for the review and approval by the CDD. The draft document shall notify prospective buyers of Parcel A and Parcel B of the requirement to pay Child Care

Fees (COA #8), the requirement to pay Park Impact Fees (COA #9), the requirement to pay Park Dedication Fees (COA #10), and the requirement to pay Police Services Fee (COA #11) prior to CDD stamp-approval of construction plans for the issuance of a building permit.

The approved deed disclosure shall be recorded concurrently with the deed for each approved parcel. A copy of the recorded deed disclosure shall be submitted to the CDD upon recordation.

Future Residential Development

13. **Prior to filing the Parcel map**, the applicant shall submit for the review and approval of CDD staff, a draft deed restriction with the following design standards below. The approved deed restriction shall be recorded concurrently with the final map.
 - In accordance with CDMS15-00008, residential buildings on Parcel A and B of CDMS24-00009 shall be limited to 25 feet tall and shall conform to the R-20 Single-Family Residential District.
 - Terracing of buildings and retaining walls shall be parallel with slopes.
 - Large expanses of any material in a single plane shall be avoided. On downhill elevations, building mass shall be broken up with horizontal and vertical elements.
 - Cantilevering of buildings or decks on downhill slopes shall be avoided.
 - Open or enclosed crawl spaces exceeding 6 feet in height at exterior walls of buildings are not allowed.
 - Exposed retaining walls over 5 feet in height in a uniform plane shall be avoided. Terraced retaining walls shall be utilized whenever feasible.
 - Building and roof colors shall be muted earth tone colors to blend in with the environment. A variety of colors shall be used to the extent feasible to break up any monolithic facades.
14. **Prior to the CDD stamp-approval of construction plans for the issuance of a building permit**, CDD shall verify the following residential development conforms with COA #13.
15. To the extent feasible, new residential lighting shall be low-lying and exterior lights on buildings shall be deflected so that lights shine onto the building site and not toward adjacent properties or offsite locations. The use of overly bright lighting shall

be avoided.

16. The tree protection plan and tree protection recommendations submitted by John Traverso, Board Certified Master Arborist #0206-B, submitted with CDMS15-00008 shall apply to CDMS24-00009.

Construction Restrictions

17. The applicant shall make a good faith effort to minimize project-related disruptions to adjacent properties, and to uses on the site. This shall be communicated to all project-related contractors.
18. The applicant shall require their contractors and subcontractors to fit all internal combustion engines with mufflers which are in good condition and shall locate stationary noise-generating equipment such as air compressors as far away from existing residences as possible.
19. Transportation of heavy equipment and trucks shall be limited to weekdays between the hours of 9:00 A.M. and 4:00 P.M. and prohibited on Federal and State holiday.
20. The site shall be maintained in an orderly fashion. Following the cessation of construction activity; all construction debris shall be removed from the site.
21. A publicly visible sign shall be posted on the property with the telephone number and person to contact regarding construction-related complaints. This person shall respond and take corrective action within 24 hours. The CDD phone number shall also be visible to ensure compliance with applicable regulations.
22. 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>

**PUBLIC WORKS
CONDITIONS OF APPROVAL FOR MINOR SUBDIVISION CDMS24-00009**

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

General Requirements

23. 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 tentative map received by the Department of Conservation and Development, Community Development Division, on September 26, 2024.
24. The 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.

Access to Adjoining Property

Proof of Access

25. The 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.
26. The applicant shall furnish proof to the Public Works Department that legal access to the property is available from Gloria Terrace,

Encroachment Permit

27. The 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 Gloria Terrace

Road Alignment/Intersection Design/Sight Distance:

28. The Applicant shall provide sight distance at the intersection of the private driveway with private road in accordance with Chapter 82-18 "Sight Obstructions at Intersections" of the County Ordinance Code. The applicant shall trim vegetation, as necessary, to provide sight distance at this intersection, and any new signage, landscaping, fencing, retaining walls, or other obstructions proposed at this intersection shall be setback to ensure that the sight line is clear of any obstructions.

Private Roads:

29. The Applicant shall construct a paved turnaround at the end of the proposed private road subject to the approval of Public Works and the Fire Marshal.
30. The Applicant shall construct an on-site roadway system to current County private road standards with a minimum traveled width of 16 feet, with 2 feet shoulders, within a minimum 25-foot access easement.
31. Any proposed roadway over 15.9% in grade shall be surfaced with grooved concrete or open-graded asphalt.
32. The Applicant shall construct the on-site private roadway (serving the residential development) to current County private road standards, subject to the review of the Fire District.

Parking:

29. 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.
30. "No Parking" markers shall be installed along the private road subject to the review of the Public Works Department and the review and approval of the Board of Supervisors.

Drainage Improvements

Collect and Convey

33. The applicant shall collect and convey all stormwater entering and/or originating on this property, without diversion and within an adequate storm drainage facility, to *an adequate* natural watercourse having definable bed and banks, or to an existing adequate public storm drainage system which conveys the stormwater to *an adequate* natural watercourse, in accordance with Division 914 of the Ordinance Code.

Miscellaneous Drainage Requirements

34. The applicant shall design and construct all storm drainage facilities in compliance with the Ordinance Code and Public Works Department design standards.

35. The Applicant shall prevent storm drainage from draining across the sidewalk(s) and driveway(s) in a concentrated manner.

36. 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 traversing both parcels.

National Pollutant Discharge Elimination System (NPDES)

37. 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.

- 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.
- Other alternatives comparable to the above as approved by the Public Works Department.

Stormwater Management and Discharge Control Ordinance

38. The applicant shall submit a final Stormwater 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 Parcel Map. All time and materials costs for review and preparation of the SWCP and the O+M Plan shall be borne by the applicant. Many of the requirements of this Ordinance may have been satisfied by the prior subdivision that created the subject parcel, in which case the SWCP and O+M Plan may only need to be revised.
39. 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)
40. 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.
41. Prior to filing of the Parcel 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.

42. Prior to filing of the Parcel 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.
43. 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 :

44. The Applicant shall comply with the drainage fee requirements for Drainage Area 62 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 Parcel Map.

ADVISORY NOTES

PLEASE NOTE ADVISORY NOTES ARE ATTACHED TO THE CONDITIONS OF APPROVAL BUT ARE NOT A PART OF THE CONDITIONS OF APPROVAL. ADVISORY NOTES ARE PROVIDED FOR THE PURPOSE OF INFORMING THE APPLICANT OF ADDITIONAL ORDINANCE AND OTHER LEGAL REQUIREMENTS THAT MUST BE MET IN ORDER TO PROCEED WITH DEVELOPMENT.

A. NOTICE OF 90-DAY OPPORTUNITY TO PROTEST FEES, DEDICATIONS, RESERVATIONS, OR OTHER EXACTIONS PERTAINING TO THE APPROVAL OF THIS PERMIT.

This notice is intended to advise the applicant that pursuant to Government Code Section 66000, et. seq, the applicant has the opportunity to protest fees, dedications, reservations, and/or exactions required as part of this project approval. The opportunity to protest is limited to a ninety-day (90) period after the project is approved.

The 90-day period in which you may protest the amount of any fee or imposition of any dedication, reservation, or other exaction required by this approved permit, begins

on the date this permit was approved. To be valid, a protest must be in writing pursuant to Government Code Section 66020 and delivered to the CDD within 90 days of the approval date of this permit.

B. The applicant will need to comply with the requirements of the Bridge/Thoroughfare Fee Ordinance for the Central County Area of Benefit, as adopted by the Board of Supervisors. The fee shall be paid prior to issuance of building permits.

C. Additional requirements may be imposed by the following agencies and departments:

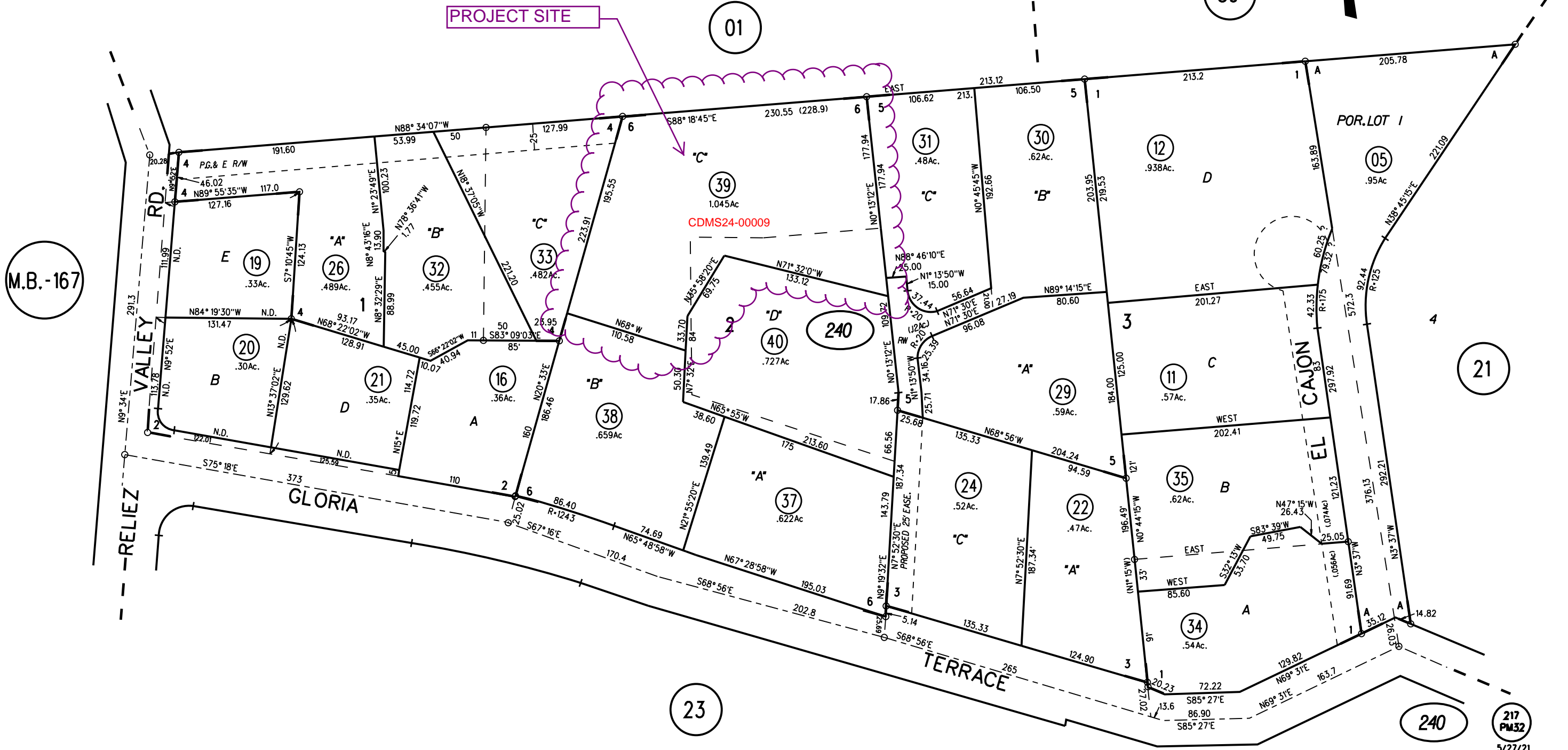
- Public Works Department
- Building Inspection Division
- Contra Costa Consolidated Fire Protection District
- Health Services Department
- East Bay Municipal District
- Central Sanitary District

The applicant is strongly encouraged to review these agencies requirements prior to continuing the project.

BROOKWOOD ACRES M.B. 9-217
 A- POR.LOT 1 TRACT 6475 MB 303-46 "HASLEMERE" CONDO.

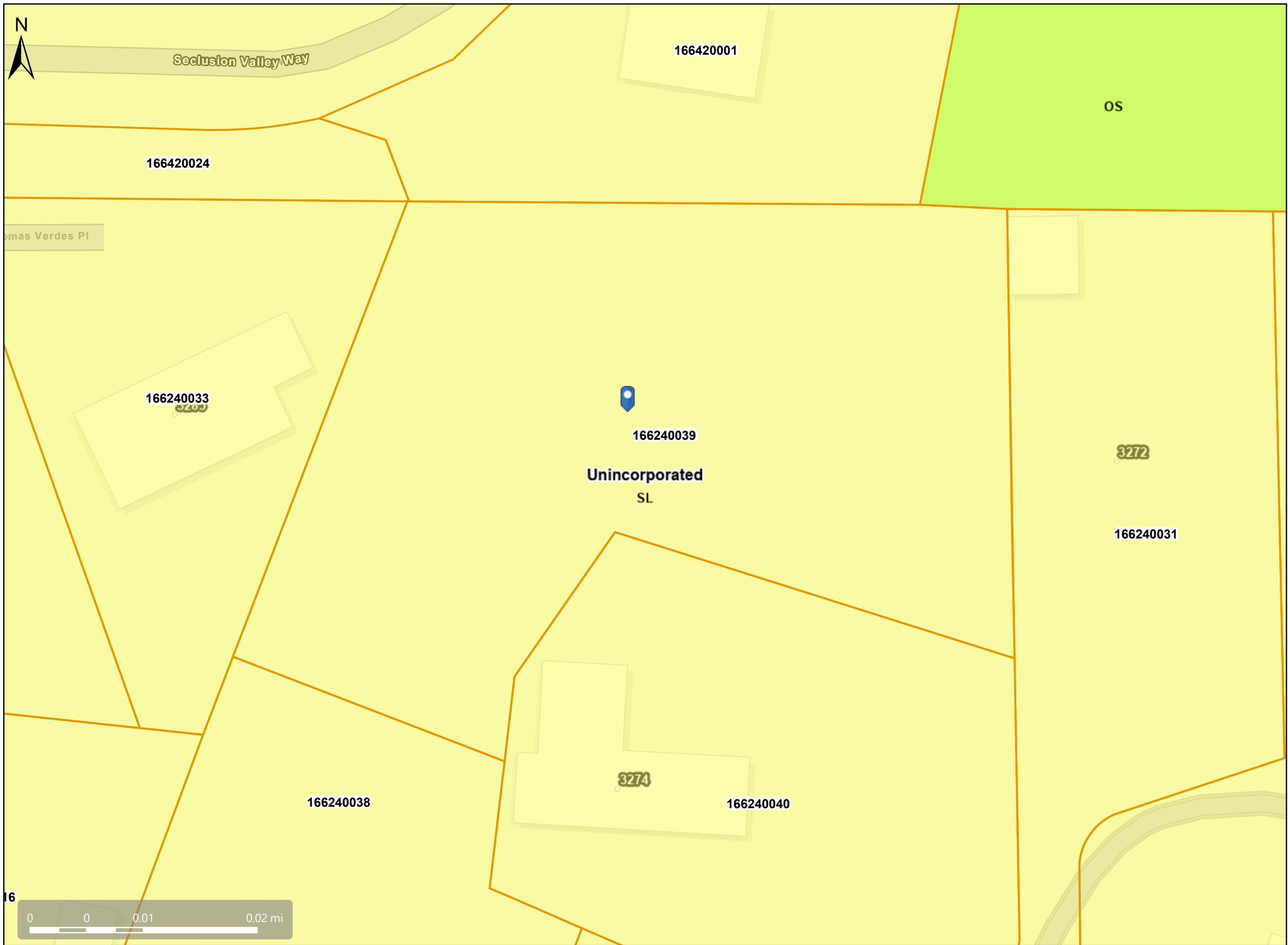
- 1- 35LSM18 6-16-65
- 2- 38LSM38 12-7-65
- 3- 26PM43 3-6-73
- 4- 80PM32 9-7-79
- 5- 86PM42 6-12-80
- 6- 217PM32 4-28-21

1" = 100'








M.B. -167

NOTE: THIS MAP WAS PREPARED FOR ASSESSMENT PURPOSES ONLY. NO LIABILITY IS ASSUMED FOR THE ACCURACY OF THE INFORMATION DELINEATED HEREON. ASSESSOR'S PARCELS MAY NOT COMPLY WITH LOCAL LOT SPLIT OR BUILDING SITE ORDINANCES.



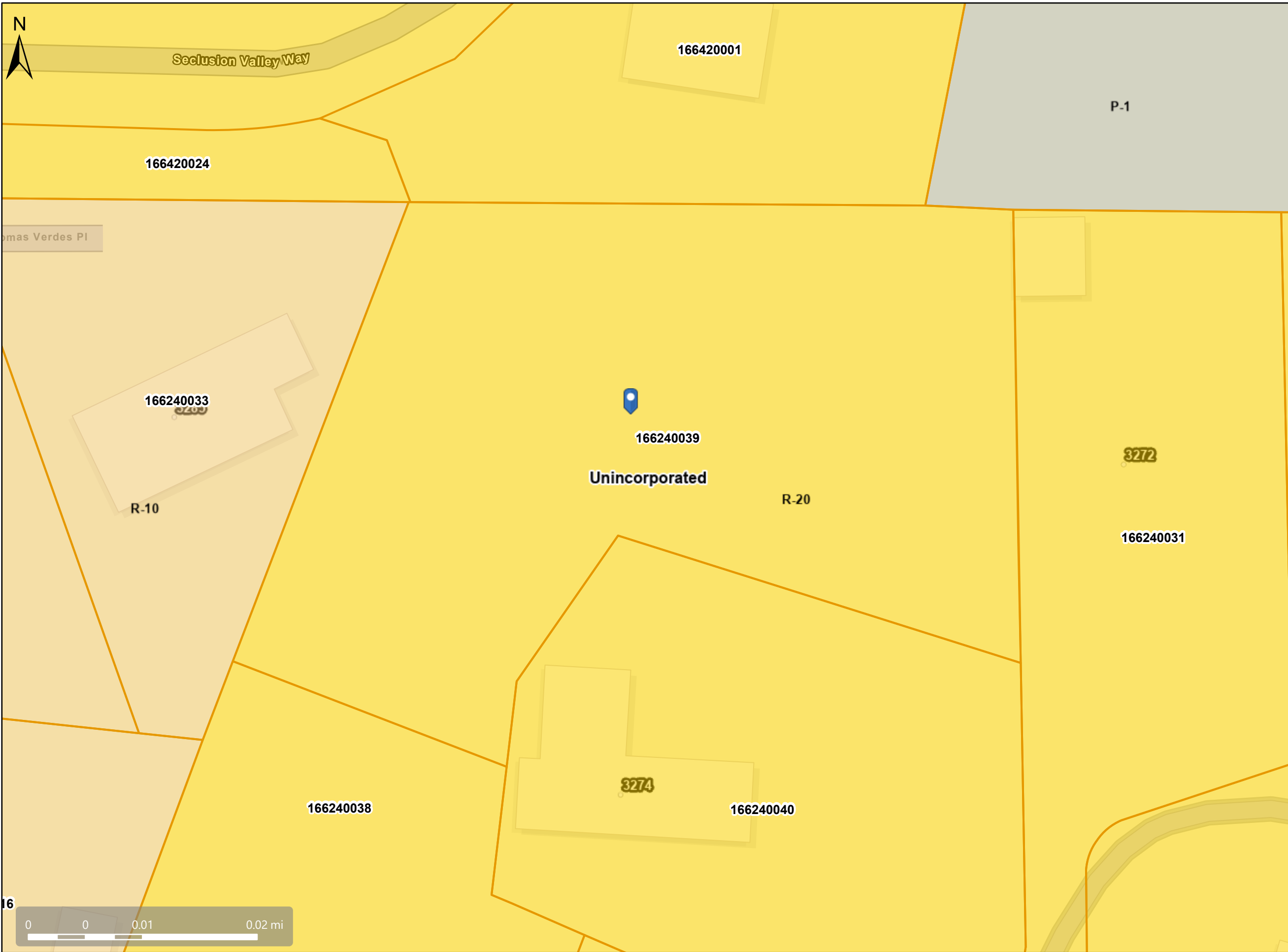
Map Legend

-  Assessment Parcels
- General Plan**
-  SL (Single Family Residential - Low) 1.0 - 2.9 Units per Net Acre
-  OS (Open Space)
-  Unincorporated
-  Address Points



This map is a user generated, static output from an internet mapping application and is intended for reference use only. Data layers that appear on this map may or may not be accurate, current, or otherwise reliable. THIS MAP IS NOT TO BE USED FOR NAVIGATION. CCMAP is maintained by Contra Costa County Department of Information Technology, County GIS. Data layers contained within the CCMAP application are provided by various Contra Costa County Departments. Please direct all data inquires to the appropriate department.

Spatial Reference
PCS: WGS 1984 Web Mercator Auxiliary Sphere
Datum: WGS 1984



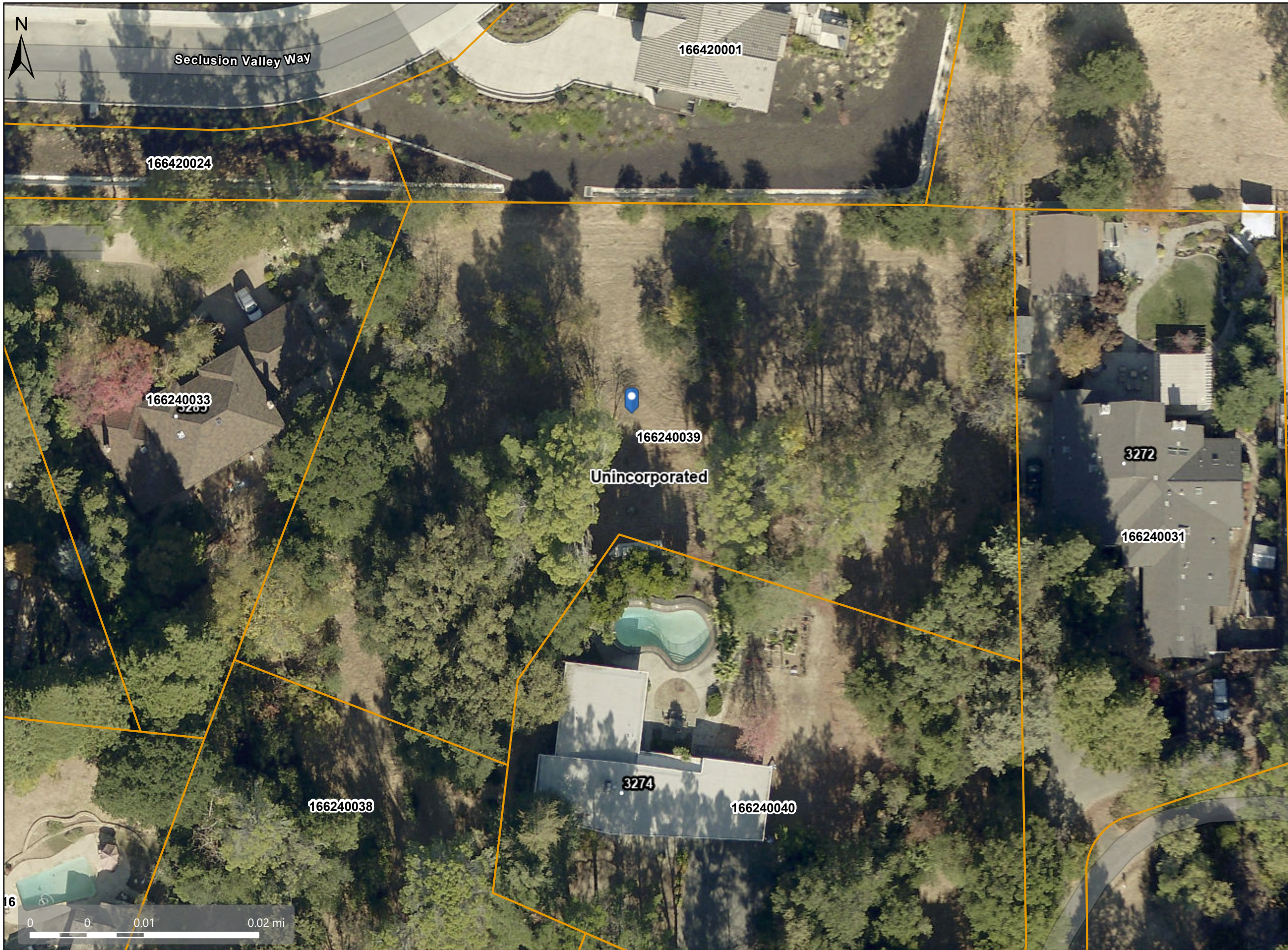
Map Legend

- Assessment Parcels
- Zoning**
- ZONE_OVER**
- R-10 (Single Family Residential)
- R-20 (Single Family Residential)
- P-1 (Planned Unit)
- Unincorporated
- Address Points









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Map Legend

-  Assessment Parcels
 -  Unincorporated
 -  Address Points
- Aerials 2019
-  Red: Band_1
 -  Green: Band_2
 -  Blue: Band_3



Seclusion Valley Way

166420001

166420024

166240033

166240039

Unincorporated

3272

166240031

166240038

3274

166240040



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 Datum: WGS 1984

Everett Louie

From: Will Nelson
Sent: Tuesday, July 30, 2024 5:01 PM
To: Everett Louie
Cc: Daniel Barrios
Subject: MS24-00009 Advance Planning Comments

Hi Everett,

I apologize for missing the comment deadline. We have no issues with the subdivision itself. However, comparing the Accela aerial photo to Google Maps shows that some significant trees were removed. If that was permitted previously, fine. If not, then you can lean on the following General Plan Conservation Element policies to try and gain some mitigation for the removal:

- 8-6. Significant trees, natural vegetation, and wildlife populations generally shall be preserved.
- 8-28. Efforts shall be made to identify and protect the County's mature native oak, bay, and buckeye trees.

Let me know if you have questions.

-Will



William R. Nelson
Principal Planner
Contra Costa County
Department of Conservation and Development
30 Muir Road, Martinez, CA 94553
Phone (925) 655-2898
Web www.contracosta.ca.gov

We're planning for the future of Contra Costa County.
Learn more and get involved at envisioncontracosta2040.org.



This message was sent from a public e-mail system and may be subject to disclosure under the California Public Records Act.



REVIEW OF AGENCY PLANNING APPLICATION

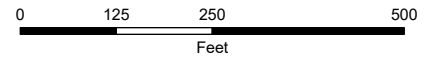
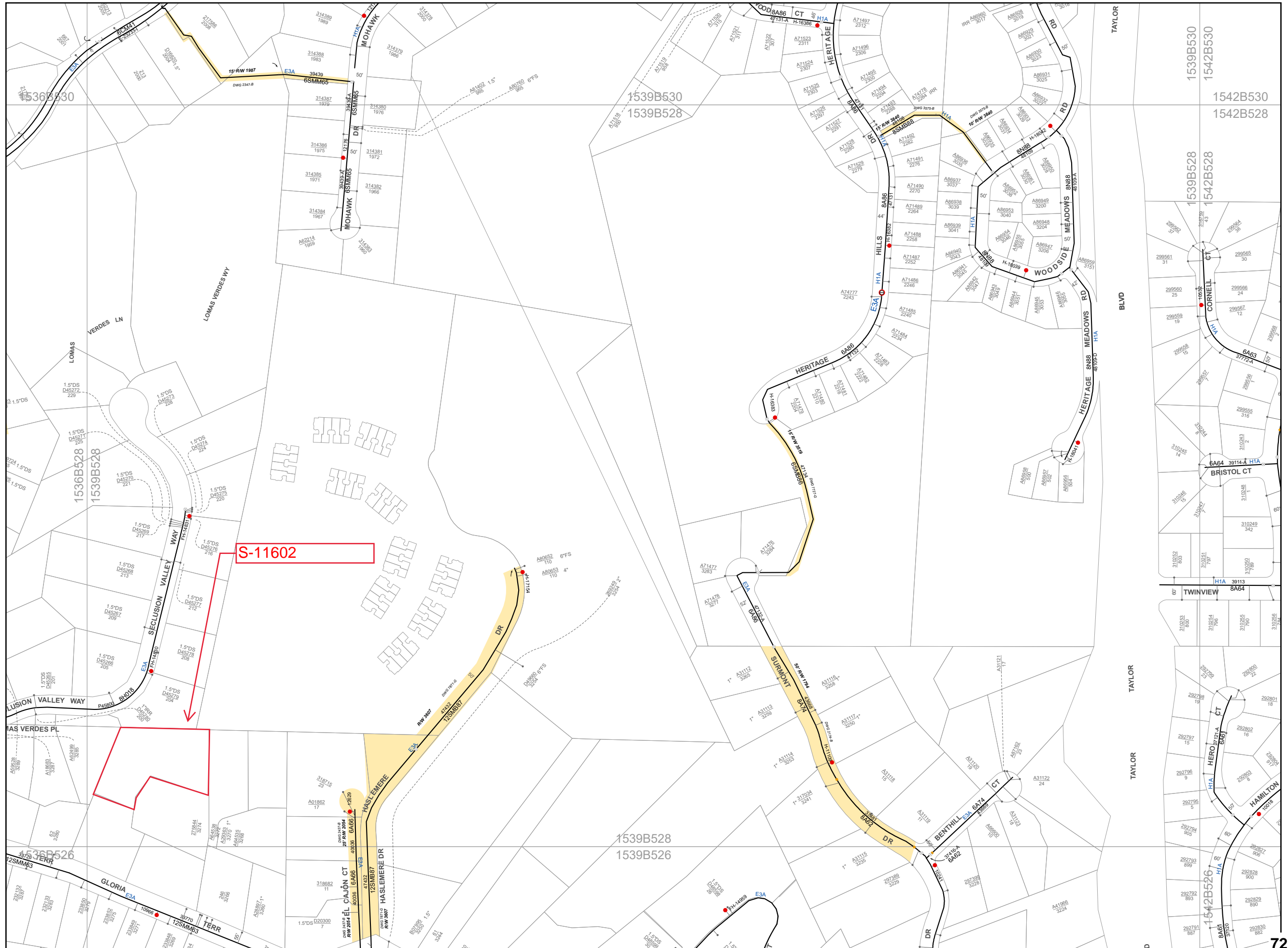
THIS IS NOT A PROPOSAL TO PROVIDE WATER SERVICES										
The technical data supplied herein is based on preliminary information, is subject to revision and is to be used for planning purpose ONLY										
DATE: 06/05/2024	EBMUD MAP(S): 1539B528	EBMUD FILE:S-11602								
AGENCY: Department of Conservation and Development Attn: Everett Louie 30 Muir Road MARTINEZ, CA 94553	AGENCY FILE: CDMS24-00009	FILE TYPE: Development Plan								
APPLICANT: Gloria Knoll LLC 5009 Forni Drive, Suite A Concord, CA 94520-8525	OWNER: Gloria Knoll LLC 5009 Forni Drive, Suite A Concord, CA 94520-8525									
DEVELOPMENT DATA										
ADDRESS/LOCATION: 0 Gloria Terrace City:LAFAYETTE Zip Code: 94549										
ZONING: PREVIOUS LAND USE: Vacant lot										
DESCRIPTION: Two lot subdivision of a vacant 1.04-acre parcel into lot A, 0.56 acres, and lot B, 0.48 acres.	TOTAL ACREAGE:1.04 ac.									
TYPE OF DEVELOPMENT: <div style="text-align: center;">Single Family Residential:2 Units</div>										
WATER SERVICES DATA										
PROPERTY: in EBMUD	ELEVATION RANGES OF STREETS: 295-320	ELEVATION RANGE OF PROPERTY TO BE DEVELOPED: 315-350								
All of development may be served from existing main(s) Location of Main(s):Gloria Terrace										
None from main extension(s) Location of Existing Main(s):										
<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 30%;">PRESSURE ZONE</th> <th>SERVICE ELEVATION RANGE</th> </tr> </thead> <tbody> <tr> <td>E3A</td> <td>250-450</td> </tr> </tbody> </table>	PRESSURE ZONE	SERVICE ELEVATION RANGE	E3A	250-450	<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 30%;">PRESSURE ZONE</th> <th>SERVICE ELEVATION RANGE</th> </tr> </thead> <tbody> <tr> <td> </td> <td> </td> </tr> </tbody> </table>	PRESSURE ZONE	SERVICE ELEVATION RANGE			
PRESSURE ZONE	SERVICE ELEVATION RANGE									
E3A	250-450									
PRESSURE ZONE	SERVICE ELEVATION RANGE									
COMMENTS										
<p>The project sponsor has applied for water service to serve the proposed development. Once the property is subdivided, separate meters for each lot will be required. Depending on fire flow and meter requirements by the fire department, a main extension at the project sponsor's expense will be required to serve the proposed development. The project sponsor should contact EBMUD's New Business Office and request a water service estimate to determine the costs and conditions of providing additional water service to the development. Engineering and installation of water mains and meters requires substantial lead time which should be provided for in the project sponsor's development schedule. No water meters are allowed to be located in driveways. The project sponsor should be aware that Section 31 of EBMUD's Water Service Regulations requires that water service shall not be furnished for new or expanded service unless all the applicable water-efficiency measures described in the regulation are installed at the project sponsor's expense. Due to EBMUD's limited water supply, all customers should plan for shortages in time of drought.</p> <p>KTL</p>										
CHARGES & OTHER REQUIREMENTS FOR SERVICE: Contact the EBMUD New Business Office at (510)287-1008.										
<div style="display: flex; justify-content: center; align-items: center; margin-bottom: 5px;"> 6/3/24 </div> <div style="display: flex; justify-content: center; align-items: center;"> Chien Wang, Associate Civil Engineer; DATE </div> WATER SERVICE PLANNING SECTION										

Potable Distribution System

- Potable Pipeline
- Service Lateral
- ⊙ System Valve (OL = Opens Left)
- ⊙ Check Valve
- ⊙ Zone Valve
- Change of Pipe ID
- ⊙ Rate Control Station
- ⊙ Regulator
- ⊙ Pressure Reducing Station
- ⊙ Flow Meter
- Manhole
- Service Connection
- Hydrant
- Facility
- ▶ Pumping Plant

Landbase

- EBMUD Right of Way



This information is furnished as a public service by East Bay Municipal Utility District. The District makes every effort to produce and publish the most current and accurate information possible. This information must be accepted and used by the recipient with the understanding that the District makes no warranties, expressed or implied, concerning the accuracy, completeness, reliability, or suitability for the use of this information. Furthermore, the District assumes no liability associated with the use or misuse of such information. Please notify the District if discrepancies are found.

By receipt of requested documents, the DOCUMENT RECIPIENT agrees that he or she, and/or any other authorized representatives of the DOCUMENT RECIPIENT, will provide no copy (nor partial copy) to any other person or agency, will not redistribute any document to any other entity, business or individual, nor use the document for other than the specified purpose. At the point the document is no longer required for use by the DOCUMENT RECIPIENT, the data shall be returned to the District or destroyed.

1539B528

Applicant Pipeline Design Criteria

EBMUD values applicant pipeline projects and is committed to providing a thorough and efficient design. To ensure an efficient design process and to avoid significant delays the design criteria below should be adhered to when submitting improvement plans.

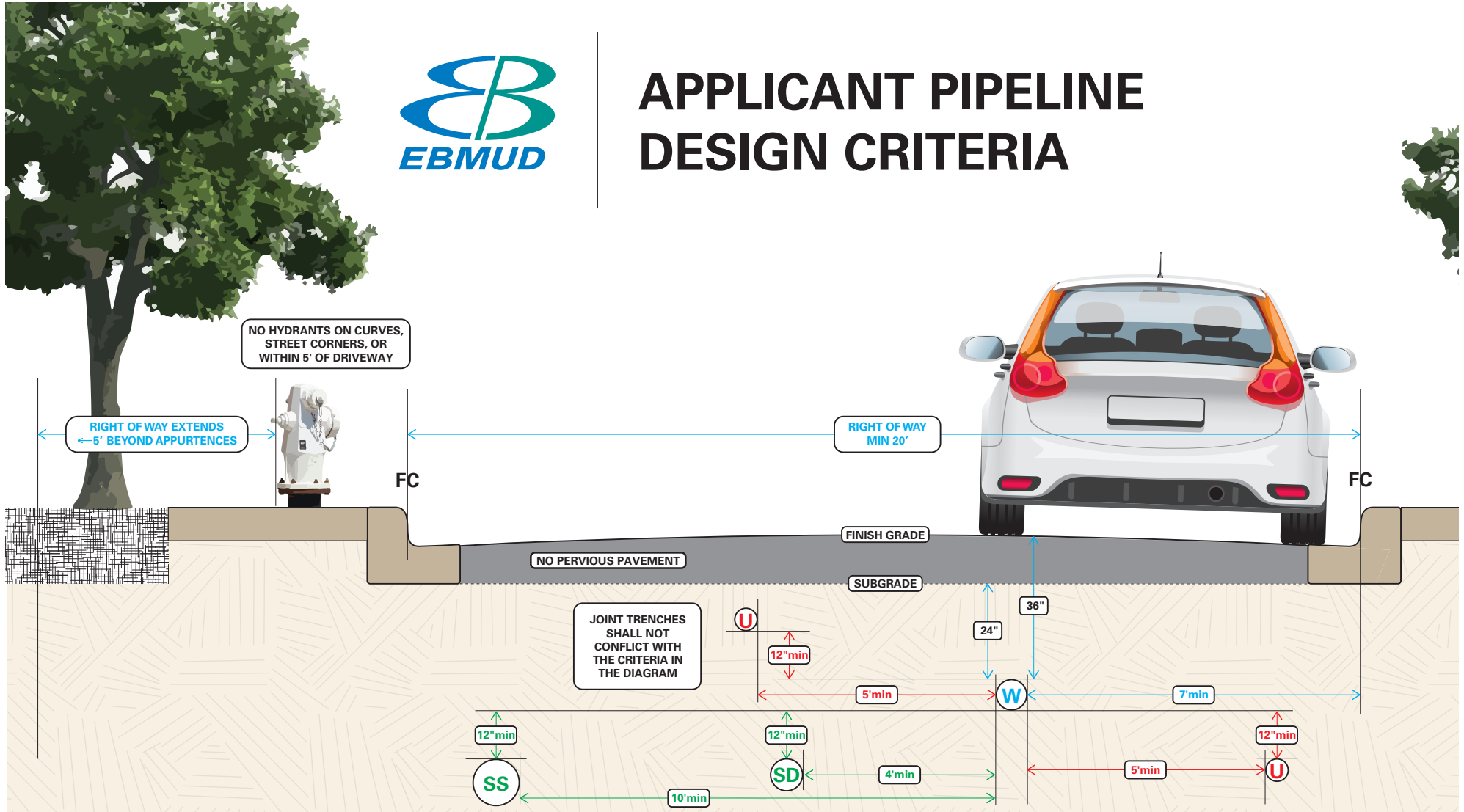
Design Criteria

- Water mains shall be seven (7) feet from face of curb.
- Water mains shall maintain a minimum one (1) foot vertical and five (5) foot horizontal clearance from other utilities.
- Gas mains shall meet the one (1) foot vertical separation requirement by installing the gas main below the water main only.
- Water mains shall maintain a minimum ten (10) foot horizontal clearance (O.D. to O.D.) and be located a minimum one (1) foot above any sewer main. Title 22 CCR
- Water mains shall maintain a minimum four (4) feet horizontal clearance (O.D. to O.D.) and be located a minimum one (1) foot above any storm drain. Title 22 CCR
- Water mains shall have a 36-inch cover to final grade and 24-inch cover to pavement subgrade.
- Joint trenches that are in conflict with the criteria above may delay the project. Submit to EBMUD final joint trench plans (no intent plans) which include the size of the joint trench and the utilities located inside.
- Water mains shall not be installed under pervious pavement.
- Water mains installed under decorative pavement, pavers, or stamped concrete will require an additional paving agreement.
- Hydrants shall not be located on curved sections of street, street corners, or within five feet of a driveway.
- Right of ways for 6-inch and 8-inch water mains shall be a minimum of 20 feet wide and extend five (5) feet past the water main centerline.
- Right of ways for 12-inch to 24-inch water mains shall be a minimum of 20 feet wide and extend eight (8) feet past the water main centerline.

Please contact the New Business Office representative assigned to your project if there are any questions regarding the requirements listed above. Meeting this criteria will enable the most efficient design possible.



APPLICANT PIPELINE DESIGN CRITERIA



W = WATER 24" cover to subgrade 36" cover to final grade 7' inset from face of curb	U = UTILITY min 12" vertical clearance min 5' horizontal clearance	SS = SANITARY SEWER min 12" below water min 10' horizontal clearance	SD = STORM DRAIN min 12" below water min 4' horizontal clearance	FC= FACE OF CURB
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CONTRA COSTA COUNTY FIRE PROTECTION DISTRICT

4005 PORT CHICAGO HWY, STE 250, CONCORD, CA 94520 • (925) 941-3300 • CCCFPD.ORG

June 5, 2024

Mr. Everett Louie
Contra Costa County
DCD-Planning

Subject: 0 Gloria Terr, Lafayette (APN 166240039)
Project # CDMS24-00009
CCCFPD Project No.: P-2024-001703

Dear Mr. Louie:

We have reviewed the lot split application to establish two lots resulting in a 0.56-acre and a 0.48 acre parcel at the subject location. The following is required for Fire District approval in accordance with the 2022 California Fire Code (CFC), the 2022 California Building Code (CBC), the 2022 California Residential Code (CRC), and Local and County Ordinances and adopted standards:

The planning package contained drawing showing access to proposed sites of new single family homes.

The project is located in an SRA High Fire Hazard Severity Zone. Any proposed homes shall meet requirements of CBC 7A.

1. It is not clear if Access complies with Fire District requirements.

Any proposed driveway from Gloria Terrance would need to be 20 feet wide if it serves more than two homes. The width can reduce to 16 feet for any portion only serving two homes or less.

Provide emergency apparatus access roadways with all-weather (paved) driving surfaces of not less than 16 / 20-foot unobstructed width, and not less than 13 feet 6 inches of vertical clearance, to within 150 feet of travel distance to all portions of the exterior walls of every building. Access shall have a minimum outside turning radius of 45 feet, and must be capable of supporting the imposed fire apparatus loading of 37 tons. Access roadways shall not exceed 20% grade. Grades exceeding 16% shall be constructed of grooved concrete per the attached Fire District standard. (503) CFC

2. Access roadways of **less than 28-feet** unobstructed width shall have signs posted or curbs painted red with the words: **NO PARKING – FIRE LANE** clearly marked. (22500.1) CVC, (503.3) CFC

Access roadways of **28 feet or greater, but less than 36-feet** unobstructed width shall have **NO PARKING – FIRE LANE** signs posted, allowing for parking on one side only or curbs painted red with the words **NO PARKING – FIRE LANE** clearly marked. (22500.1) CVC, (503.3) CFC

3. The project as proposed shall require the installation of an approved Fire District turnaround. Dead-end emergency apparatus access roadways in excess of 150 feet in length shall be provided

with approved provisions for the turning around of Fire District apparatus. Contact the Fire District for approved designs. (503.2.5) CFC

4. The developer shall provide an adequate and reliable water supply for fire protection as set forth in the California Fire Code. (507.1) CFC
5. A land development permit is required for access and water supply review and approval prior to submitting building construction plans.

The developer shall submit scaled site improvement plans indicating:

All existing or proposed hydrant locations,
Fire apparatus access to include slope and road surface
Elevations of building,
Size of building and type of construction,
Gates, fences, retaining walls, bio-retention basins, any obstructions to access.
Striping and signage plan to include "NO PARKING-FIRE LANE" markings

This is a separate submittal from the building construction plans. These plans shall be approved prior to submitting building plans for review. (501.3) CFC

6. ***Emergency apparatus access roadways and hydrants shall be installed, in service, and inspected by the Fire District prior to construction or combustible storage on site.*** (501.4) CFC

Note: A temporary aggregate base or asphalt grindings roadway is not considered an all-weather surface for emergency apparatus access. The first lift of asphalt concrete paving shall be installed as the minimum roadway material and must be engineered to support the designated gross vehicle weight of 37 tons.

7. The homes as proposed shall be protected with an approved automatic fire sprinkler system complying with the 2022 edition of NFPA 13D or Section R313.3 of the 2022 California Residential Code. Submit to this office for review and approval prior to installation. (903.2) CFC, (R313.3) CRC, Contra Costa County General Plan / Contra Costa County Ordinance 2022-34.
8. Flammable or combustible liquid storage tanks shall **not** be located on the site without obtaining approval and necessary permits from the Fire District. (3401.4) CFC
9. The owner shall cut down and remove all weeds, grass, vines, or other growth that is capable of being ignited and endangering property. (304.1.2) CFC

TO SCHEDULE A FIRE DISTRICT INSPECTION OF THE ACCESS AND HYDRANT INSTALLATION PRIOR TO CONSTRUCTION OR THE STORAGE OF COMBUSTIBLE MATERIAL ON THE JOB SITE, CONTACT THE FIRE DISTRICT (MINIMUM 2 WORKING DAYS IN ADVANCE) AT 925-941-3300 EXT 3902 OR SCHEDULE THROUGH THE FIRE DISTRICT PUBLIC PORTAL UNDER THE CORRECT PERMIT NUMBER.

<https://confire.vision33cloud.com/citizenportal/app/landing>

Our preliminary review comments shall not be construed to encompass the complete project. Additional plans and specifications may be required after further review.

If you have any questions regarding this matter, please contact this office at (925) 941-3300.

Sincerely,

A handwritten signature in blue ink, appearing to read "Michael Cameron".

Michael Cameron
Fire Inspector

File: 0 GLORIA TERR-PLN-P-2024-001703

To: Everett Louie, Planner
From: Christine Louie, Planner
Date: May 17, 2024
Subject: **County File #CDMS24-00009 – 0 Gloria Terrace, Pleasant Hill, CA
APN 166-240-039**

The following is Housing and Community Improvement Division's response to the application filed on May 5, 2024, for a Minor Subdivision in Pleasant Hill under County file #CDMS24-00009. The applicant proposes a tentative parcel map "Gloria Knoll" to subdivide a vacant parcel into two lots.

Inclusionary Housing Ordinance

Residential development of five or more units is subject to the County's Inclusionary Housing Ordinance. Pursuant to Section 822-4.408 of the County Ordinance Code, the proposed project is exempt from the requirements of the County's Inclusionary Housing Ordinance, Chapter 822-4.

Housing Inventory Site

The subject property's APN is listed along with APNs 166-240-037 and 166-240-038 associated with County File #MS15-0008 in the Housing Element as part of a minor subdivision that was approved and is expected to be completed within the 2023-2031 planning period. The previously approved subdivision map has been recorded and is expected to result in the addition of three above-moderate income units. Above Moderate Income is the income category for a gross household income of 120 percent of area median income or more for Contra Costa County. The submitted application is proposing a lot split on a vacant property, which qualifies as two above-moderate income units. It appears that the proposed project will result in one additional unit than previously anticipated under entitlement #CDMS15-00008. The proposed project will not result in the reduction in the total number of units or income category in the Housing Element sites inventory.

The State's Government Code mandates findings for all discretionary projects where a housing development does not propose the maximum density on the property or does not propose the number of units at the income levels indicated in the sites inventory. If the number of units in a project is less than the density or income category listed in the sites inventory, then a developer may be required to assist staff in identifying an alternative site or rezone another site to make up the deficiency of units by density or income category as identified in the sites inventory.

Housing Comments

- The proposed project does not appear to result in a net loss in sites inventory capacity and will not be required by state law to provide findings as a part of an entitlement approval.
- Please notify us if the project scope/project plans are revised, if the prior development assumptions are incorrect, or if you should have any questions.

Sincerely,
Christine Louie, Planner

CALIFORNIA
HISTORICAL
RESOURCES
INFORMATION
SYSTEM



ALAMEDA HUMBOLDT SAN FRANCISCO
COLUSA LAKE SAN MATEO
CONTRA COSTA MARIN SANTA CLARA
DEL NORTE MENDOCINO SANTA CRUZ
MONTEREY SOLANO
NAPA SONOMA
SAN BENITO YOLO

Northwest Information Center
Sonoma State University
1400 Valley House Drive, Suite 210
Rohnert Park, California 94928-3609
Tel: 707.588.8455
nwic@sonoma.edu
<https://nwic.sonoma.edu>

June 5, 2024

File No.: 23-1673

Everett Louie, Project Planner
Contra Costa County
Department of Conservation and Development
Community Development Division
30 Muir Road
Martinez, CA 94553-4601

re: CDMS24-00009/ APN: 166-240-039 at 0 Gloria Ter. / Gloria Knoll LLC.

Dear Everett Louie,

Records at this office were reviewed to determine if this project could adversely affect cultural resources. **Please note that use of the term cultural resources includes both archaeological sites and historical buildings and/or structures. The review for possible historic-era building/structures, however, was limited to references currently in our office and should not be considered comprehensive.**

Project Description:

The applicant requests approval of a tentative parcel map for the subdivision of a vacant 1.04-acre parcel into two lots resulting in a 0.56-acre "Parcel A" and a 0.48-acre "Parcel B".

Previous Studies:

XX This office has no record of any previous cultural resource field survey for the proposed project area conducted by a professional archaeologist or architectural historian (*see recommendation below*).

Archaeological and Native American Resources Recommendations:

XX We recommend the lead agency contact the local Native American tribe(s) regarding traditional, cultural, and religious heritage values. For a complete listing of tribes in the vicinity of the project, please contact the Native American Heritage Commission at 916/373-3710.

XX Although the general vicinity has sensitivity for archaeological resources, the proposed project area has a low possibility of containing unrecorded archaeological site(s). Therefore, no further study for archaeological resources is recommended. If archaeological resources are encountered during construction, work should be temporarily halted in the vicinity of the discovered materials and workers should avoid altering the materials and their context until a qualified professional archaeologist has evaluated the situation and provided appropriate recommendations.

Built Environment Recommendations:

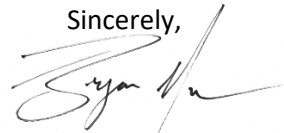
XX Since the Office of Historic Preservation has determined that any building or structure 45 years or older may be of historical value, if the project area contains such properties, it is recommended that prior to commencement of project activities, a qualified professional familiar with the architecture and history of Contra Costa County conduct a formal CEQA evaluation.

Due to processing delays and other factors, not all of the historical resource reports and resource records that have been submitted to the Office of Historic Preservation are available via this records search. Additional information may be available through the federal, state, and local agencies that produced or paid for historical resource management work in the search area. Additionally, Native American tribes have historical resource information not in the California Historical Resources Information System (CHRIS) Inventory, and you should contact the California Native American Heritage Commission for information on local/regional tribal contacts.

The California Office of Historic Preservation (OHP) contracts with the California Historical Resources Information System's (CHRIS) regional Information Centers (ICs) to maintain information in the CHRIS inventory and make it available to local, state, and federal agencies, cultural resource professionals, Native American tribes, researchers, and the public. Recommendations made by IC coordinators or their staff regarding the interpretation and application of this information are advisory only. Such recommendations do not necessarily represent the evaluation or opinion of the State Historic Preservation Officer in carrying out the OHP's regulatory authority under federal and state law.

For your reference, a list of qualified professionals in California that meet the Secretary of the Interior's Standards can be found at <http://www.chrisinfo.org>. If archaeological resources are encountered during the project, work in the immediate vicinity of the finds should be halted until a qualified archaeologist has evaluated the situation. If you have any questions please give us a call (707) 588-8455.

Sincerely,



Bryan Much
Coordinator



Memo

December 11, 2024

TO: Everett Louie, Project Planner, Department of Conservation and Development
FROM: Larry Gossett, Senior Civil Engineer, Engineering Services Division
Anthony DiSilvestre, Staff Engineer, Engineering Services Division
SUBJECT: **MINOR SUBDIVISION MS24-0009**
STAFF REPORT & RECOMMENDED CONDITIONS OF APPROVAL
(Gloria Knoll LLC/Gloria Terrace/Lafayette/APN 166-240-039)
FILE: **MS24-0009**

We have reviewed the application for **minor subdivision MS24-0009** and revised tentative map received by your office on **September 26, 2024**. The attached recommended conditions of approval, based on the site plan, include road and drainage requirements. The applicant shall comply with the Ordinance Code requirements as they pertain to this development. The following issues should be carefully considered with this project

Background

The applicant requests approval of a tentative parcel map for the subdivision of a vacant 1.04-acre parcel into two lots approximately 0.5 acres in size. : This is a re-subdivision of Parcel C of subdivision MS15-0008. Much of the basic infrastructure was installed by the prior subdivision,

The project site is located 50 feet south of the County maintained Seclusion Valley Way and 200 feet north of the County maintained Gloria Terrace in the unincorporated Lafayette area. Properties west of the site are zoned R-10, properties to the northeast are zoned P-1, and adjacent properties elsewhere (as well as the site itself) are zoned R-20.

Traffic and Circulation

The project site does not directly front any public roads. Both parcels are proposed to gain access from Gloria Terrace by expansion of a private road to the south.

The current road width of Gloria Terrace at its intersection with the private road is 22 feet within a 60-foot right of way. The applicant will be required as a condition of approval to provide evidence that there is legal access to the property from Gloria Terrace. No right-of-way dedication or road widening of a public road will be required for this development.

The private road is marked on the site plan as a 28-foot-wide private access and utility easement. Since this easement serves more than one lot, it is considered a private road and must be built to private road standards. This would require a minimum of 16 feet of pavement

within a 25-foot easement. Additionally, the fire marshal will need to review and approve access onto this parcel before plans get approved by Public Works.

Drainage

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 Preliminary Grading, Drainage & Utility Plan shows that following construction, runoff will drain in a northeasterly direction into two bio-retention areas. This bioretention then conveys water to an existing catch basin and 24" stormwater pipe within an onsite private storm drain easement. This stormwater infrastructure then outfalls into existing rock rip rap located onsite. According to the improvement plan for MS15-0008, the riprap connects to an overland ditch that flows in a southward direction into stormwater infrastructure along Gloria Terrace. The applicant will need to verify that the County's collect and convey requirements are being met by this development considering the additional impervious surface area being created.

Stormwater Management and Discharge Control

A Stormwater Control Plan (SWCP) is required for applications that will create and/or redevelop impervious surface area exceeding 5,000 square feet in compliance with the County's Stormwater Management and Discharge Control Ordinance (§1014), the County's Municipal Separate Storm Sewer System (MS4) and National Pollutant Discharge Elimination System (NPDES) Permit. Based on the typical lot coverage for two parcels of this size, as well as the private road and frontage improvements, this threshold will be exceeded. The applicant has provided a Preliminary Stormwater Control Plan with this application, which is adequate for this phase of the project.

If the site has already been annexed to the Community Facilities District and subject to the Operations and Maintenance Agreement with the County in conjunction with the prior subdivision, some of the standard requirements relative to stormwater management may already be satisfied.

Floodplain Management

The property does not lie within the Special Flood Hazard Area (100-year flood boundary) as designated on the Federal Emergency Management Agency Flood Insurance Rate Map.

Lighting District Annexation

The subject parcel is already annexed into Community Facilities District 2010-1 and will require no further annexation.

Area of Benefit Fee

The applicant will need to comply with the requirements of the Bridge/Thoroughfare Fee Ordinance for the Central County Area of Benefit, as adopted by the Board of Supervisors. The fee shall be paid prior to the issuance of building permits.

Drainage Area Fee and Creek Mitigation

The applicant will be required to comply with the drainage fee requirements for Drainage Area 62 as adopted by the Board of Supervisors. This fee shall be paid prior to filing a parcel map.

LG:AD:ss
G:\engsvc\Land Dev\MS\MS 24-0009\Staff Report & COAs MS24-0009.docx

cc: J. LaRocque, Engineering Services
L. Gossett, Engineering Services
A. Vazquez, Engineering Services
A. DiSilvestre, Engineering Services
Gloria Knoll LLC, *owner/applicant*
5009 Forni Drive, Suite A
Concord, CA 94520
Rich Jensen, *contact person*
2234 Foxhill Drive
Martinez, CA 94553

**PUBLIC WORKS RECOMMENDED
CONDITIONS OF APPROVAL FOR PERMIT MS24-0009**

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

General Requirements:

- 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 tentative map received by the Department of Conservation and Development, Community Development Division, on September 26, 2024.
- 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.

Access to Adjoining Property:

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.
- Applicant shall furnish proof to the Public Works Department that legal access to the property is available from Gloria Terrace.

Encroachment Permit

- 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 Gloria Terrace

Road Alignment/Intersection Design/Sight Distance:

- Applicant shall provide sight distance at the intersection of the private driveway with private road in accordance with Chapter 82-18 "Sight Obstructions at Intersections" of the County Ordinance Code. The applicant shall trim vegetation, as necessary, to provide sight distance at this intersection, and any new signage, landscaping, fencing, retaining walls, or other obstructions proposed at this intersection shall be setback to ensure that the sight line is clear of any obstructions.

Private Roads:

- Applicant shall construct a paved turnaround at the end of the proposed private road subject to the approval of Public Works and the Fire Marshal.
- Applicant shall construct an on-site roadway system to current County private road standards with a minimum traveled width of 16 feet, with 2 feet shoulders, within a minimum 25-foot access easement.
- Any proposed roadway over 15.9% in grade shall be surfaced with grooved concrete or open-graded asphalt.
- Applicant shall construct the on-site private roadway (serving the residential development) to current County private road standards, subject to the review of the Fire District.

Parking:

- 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.
- "No Parking" markers shall be installed along the private road subject to the review of the Public Works Department and the review and approval of the Board of Supervisors.

Drainage Improvements:

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 system, to *an adequate* natural watercourse having definable bed and banks, or to an existing adequate public storm drainage system which conveys the stormwater to *an adequate* natural watercourse, in accordance with Division 914 of the Ordinance Code.

Miscellaneous Drainage Requirements:

- Applicant shall design and construct all storm drainage facilities in compliance with the Ordinance Code and Public Works Department design standards.
- Applicant shall prevent storm drainage from draining across the sidewalk(s) and driveway(s) in a concentrated manner.
- 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 traversing both parcels.

National Pollutant Discharge Elimination System (NPDES):

- 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.
- 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.
- Other alternatives comparable to the above as approved by the Public Works Department.

Stormwater Management and Discharge Control Ordinance:

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 Parcel Map. All time and materials costs for review and preparation of the SWCP and the O+M Plan shall be borne by the applicant.

Many of the requirements of this Ordinance may have been satisfied by the prior subdivision that created the subject parcel, in which case the SWCP and O+M Plan may only need to be revised.

- 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).
- 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.
- Prior to filing the Parcel 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. The site may already be partly to this agreement as part of the prior subdivision.

- Prior to filing the Parcel 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. The site may have been annexed to the CFD as part of the prior subdivision.
- 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:

- Applicant shall comply with the drainage fee requirements for Drainage Area 62 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 Parcel Map.

ADVISORY NOTES

- The applicant will need to comply with the requirements of the Bridge/Thoroughfare Fee Ordinance for the Central County Area of Benefit, as adopted by the Board of Supervisors. The fee shall be paid prior to issuance of building permits.

Everett Louie

From: Robert Sarmiento
Sent: Thursday, June 20, 2024 2:23 PM
To: Everett Louie
Subject: RE: Anne Nounou shared "Agency Comment Request CDMS24-00009" with you

Hi Everett,

I reviewed the subject project, which is assigned to you. I have no transportation planning-related comments.

Robert Sarmiento

Contra Costa County
Department of Conservation and Development
Transportation Planning Section
(925) 655-2918
Robert.Sarmiento@dcd.cccounty.us

**What should Contra Costa County be and look like in 20 years?
Check out EnvisionContraCosta2040.org and let us know!**



From: Anne Nounou <Anne.Nounou@dcd.cccounty.us>
Sent: Tuesday, May 14, 2024 12:13 PM
To: Bret Wickham <Bret.Wickham@dcd.cccounty.us>; Daniel Barrios <Daniel.Barrios@dcd.cccounty.us>; David Wexler <dwexler@contracostamosquito.com>; Everett Louie <Everett.Louie@dcd.cccounty.us>; Gabriel Lemus <Gabriel.Lemus@dcd.cccounty.us>; Joe Smithonic <joe.smithonic@pw.cccounty.us>; John Cunningham <John.Cunningham@dcd.cccounty.us>; Kristin Sherk <Kristin.Sherk@dcd.cccounty.us>; Mark De La O <mark.delao@pw.cccounty.us>; McGregor, Jennifer <jennifer.mcgregor@ebmud.com>; Monish Sen <Monish.Sen@pw.cccounty.us>; Nestor Baligod <Nestor.Baligod@dcd.cccounty.us>; Planning.review <planning.review@ebmud.com>; Raquel Caicedo <Raquel.Caicedo@dcd.cccounty.us>; Robert Sarmiento <Robert.Sarmiento@dcd.cccounty.us>; Russ Leavitt <rleavitt@centralsan.org>; Takeya Foster <TAKEYA.FOSTER@CCHEALTH.ORG>; Will Nelson <Will.Nelson@dcd.cccounty.us>
Subject: Anne Nounou shared "Agency Comment Request CDMS24-00009" with you



Anne Nounou invited you to access a file

TENTATIVE MAP "GLORIA KNOLL"

MS 24-0009
COUNTY OF CONTRA COSTA
STATE OF CALIFORNIA

RECEIVED on 10/9/2024 CDMS24-00009
By Contra Costa County
Department of Conservation and Development

OWNER

GLORIA KNOLL LLC
5009 FORNI DRIVE, SUITE A
CONCORD, CA 94520
(925) 602-8800

SUBDIVIDER

GLORIA KNOLL LLC
5009 FORNI DRIVE, SUITE A
CONCORD, CA 94520
(925) 602-8800

CIVIL ENGINEER

APEX CIVIL ENGINEERING & LAND SURVEYING
817 ARNOLD DRIVE, SUITE 50
MARTINEZ, CA 94553
(925) 476-8499

BASIS OF BEARINGS

BEARINGS ARE BASED ON THE MAP OF MS 15-0008
(217 PM 32)

BENCHMARK

CCCO BM #3321 SET TAG IN TOP OF CURB, CATCH BASIN
SOUTH SIDE OF GLORIA TERRACE AT BROOKWOOD DR
EL=307.39 (NGVD 29)

GENERAL

ASSESSORS PARCEL NO(s): 166-240-039
PROJECT ADDRESS: PARCEL C GLORIA TERRACE,
CONTRA COSTA COUNTY, CA
TOTAL AREA: 1.04 ACRES
NET DEVELOPABLE AREA: 0.91 ACRES
EXISTING USE: SINGLE FAMILY RESIDENCE
EXISTING ZONING: R-20 (SINGLE FAMILY RESIDENTIAL)
PROPOSED USE: SINGLE FAMILY RESIDENTIAL
PROPOSED ZONING: R-20 (SINGLE FAMILY RESIDENTIAL)
NUMBER OF UNITS: 2 LOTS
DENSITY: 1.9 UNITS/AC
FEMA FLOOD DESIGNATION: PORTION OF LOT IS ZONE "X" (FIRM PANEL 0280G,
060025 DATED 03-21-17)

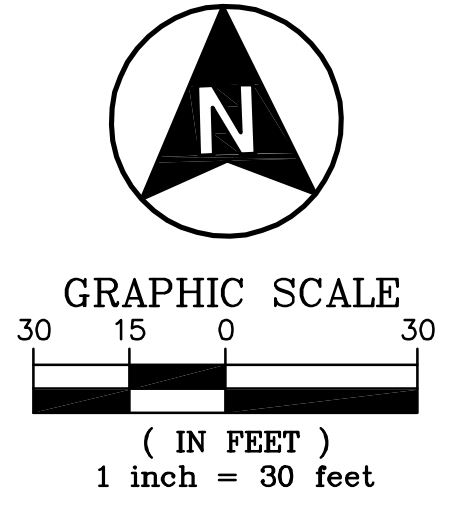
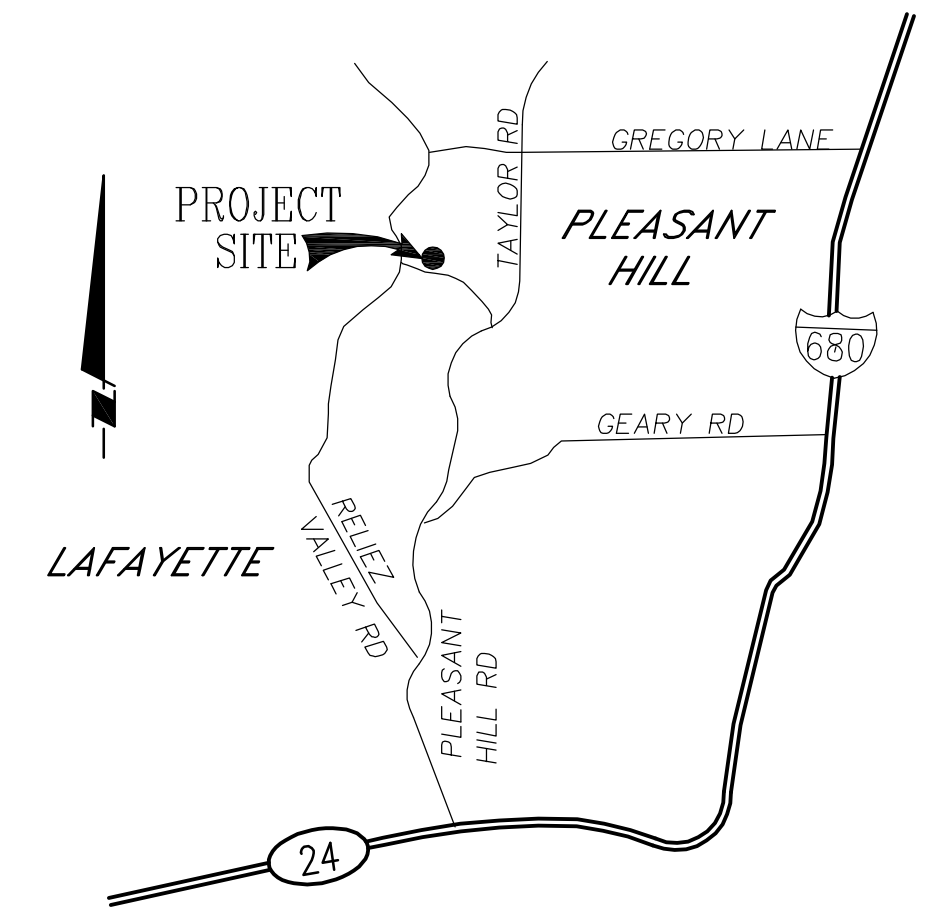
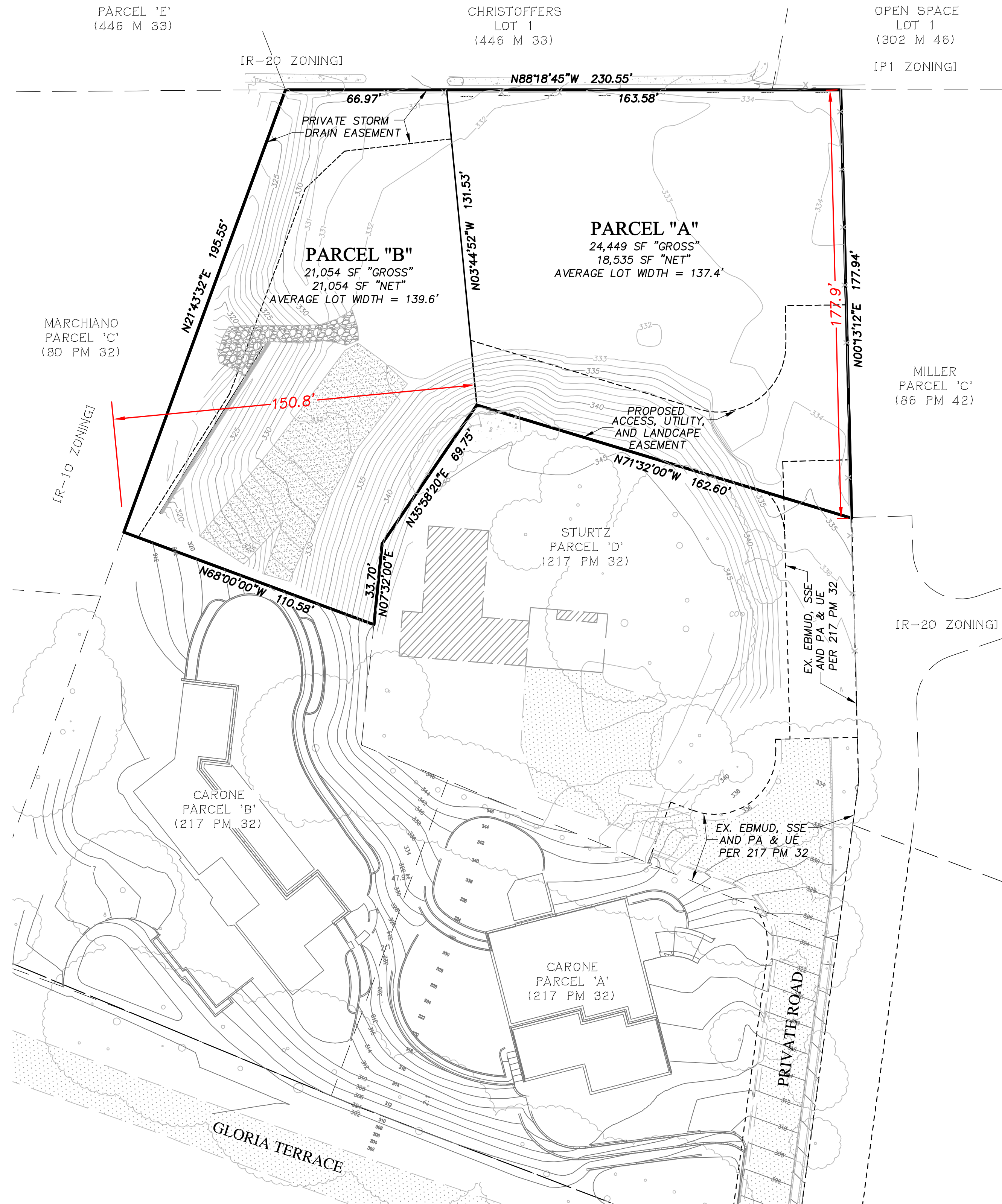
FACILITIES

WATER: EBMUD
SEWER: CENTRAL SANITARY DIST
STORM DRAIN: CONTRA COSTA COUNTY
FIRE: CCCFPD
GAS & ELECTRIC: PACIFIC GAS & ELECTRIC
TELEPHONE: AT&T
CABLE: COMCAST

AVERAGE LOT WIDTH CALCULATION

PARCEL 'A'
LOT AREA=24,449 SF
LOT DEPTH=177.9'
24,449/177.9=137.4'

PARCEL 'B'
LOT AREA=21,054 SF
LOT DEPTH=150.8'
21,054/119.5=139.6'



LEGEND

- LOT BOUNDARY
- RIGHT-OF-WAY
- ADJACENT PROPERTY LINE
- PROPOSED HOUSE
- EXISTING HOUSE
- EXISTING ASPHALT
- NEW PAVERS
- 5% FINISHED GRADE SLOPE
- DIRECTION OF DRAINAGE FLOW
- EX. TREE
- 4"SS SEWER LINE
- 1.5"W WATER LINE
- 4" AREA DRAIN AND DRAIN PIPE
- JT JOINT TRENCH
- 75 CONTOURS

ABBREVIATIONS

- AB -- AGGREGATE BASE
- AC -- ASPHALT CONCRETE
- BOC -- BACK OF CURB
- BW -- BOTTOM OF WALL
- CB -- CATCH BASIN
- CCCO -- CONTRA COSTA COUNTY
- CL -- CLASS
- C -- CENTERLINE
- DET -- DETAIL
- EX -- EXISTING
- FG -- FINISH GRADE
- FH -- FIRE HYDRANT
- GB -- GRADE BREAK
- GF -- GUTTER FLOWLINE
- HP -- HIGH POINT
- P -- PAD ELEVATION
- PI -- POINT OF INTERSECTION
- PSDE -- PRIVATE STORM DRAIN EASEMENT
- PUE -- PUBLIC UTILITY EASEMENT
- R/W -- RIGHT OF WAY
- SD -- STORM DRAIN
- SF -- SQUARE FEET
- STD -- SANITARY SEWER
- STD -- STANDARD
- TW -- TOP OF WALL
- TYP -- TYPICAL
- W -- WATER

SHEET INDEX

SHEET No.	DESCRIPTION
1	TITLE SHEET
2	TOPOGRAPHIC SURVEY & DEMOLITION PLAN
3	SECTIONS & DETAILS
4	PRELIMINARY GRADING, DRAINAGE & UTILITY PLAN
5	PRELIMINARY C.3 STORM WATER CONTROL PLAN

REVISIONS	NO.	BY	DATE

DESIGN: JV
DRAWN: STAFF
CHECKED: JV
PROJECT #: 23004



817 Arnold Drive, Ste 50
Martinez, CA 94553
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GLORIA KNOLL

TENTATIVE MAP
TITLE SHEET
MS 24-0009



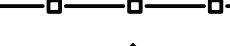

CONTRA COSTA COUNTY, CA

SHEET 1 OF 5
DATE 10-09-2024

TOPOGRAPHIC SURVEY & DEMOLITION PLAN "GLORIA KNOLL"

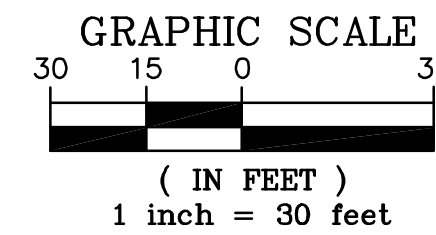
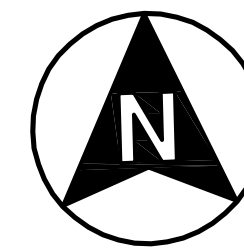
MS 24-0009
COUNTY OF CONTRA COSTA
STATE OF CALIFORNIA

LEGEND

-  EX. ASPHALT DRIVEWAY TO SERVE AS CONSTRUCTION ENTRANCE
-  FIBER ROLL WATTLES
-  SILT FENCE
-  INLET PROTECTION

DEMOLITION KEY LEGEND

- ① EXISTING GRAVEL AREA TO BE REMOVED
- ② PORTION OF EXISTING ROCK RIP RAP TO BE REMOVED, AS NEEDED



SEISMIC HAZARD NOTE:

ENTIRE PROPERTY IS LOCATED WITHIN AN AREA SUBJECT TO LIQUIFACTION

FIRE HAZARD NOTE:

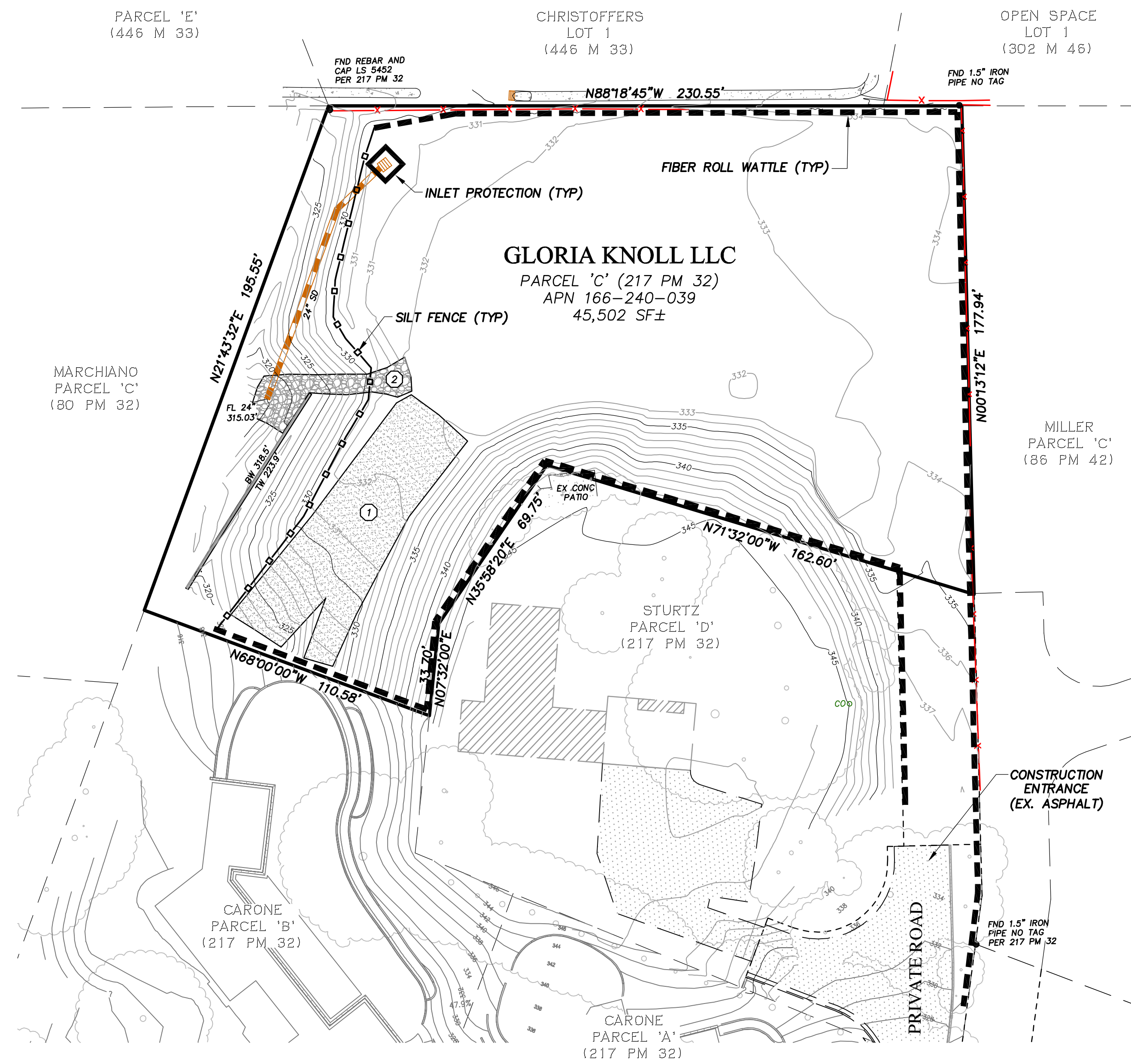
PROPERTY IS LOCATED WITHIN THE "HIGH" FIRE HAZARD SEVERITY ZONE PER THE FIRE HAZARD SEVERITY ZONES IN STATE RESPONSIBILITY AREA (SRA) CAL FIRE GIS MAPPING WEBSITE

TREE PRESERVATION NOTES

- ONLY TREES 6.5" OR LARGER ARE INCLUDED IN ARBORIST REPORT AND ARE NUMBERED ON THIS PLAN.
- THE CONSTRUCTION SUPERINTENDENT SHALL MEET WITH THE PROJECT ARBORIST BEFORE BEGINNING WORK TO DISCUSS WORK PROCEDURES AND TREE PROTECTION.
- TREE PROTECTION FENCING SHALL BE INSTALLED BEFORE ISSUANCE OF THE SITE DEVELOPMENT PERMIT. FENCING SHALL BE LOCATED OUTSIDE THE LIMITS OF DEMOLITION, GRADING AND PROPOSED WORK. FINAL LOCATION WILL BE SET ON-SITE PRIOR TO CONSTRUCTION, AS ACCEPTABLE TO THE PROJECT ARBORIST FOR BOTH ROOT PROTECTION AND THE GENERAL CONTRACTOR FOR ACCESS. PLACEMENT WILL BE ADJUSTED ACCORDING TO ACCESS REQUIREMENTS AT THE TIME OF DEMOLITION AND CONSTRUCTION AFTER CONVERSATION WITH THE CONTRACTOR. AT NO TIME SHALL THE FENCING BE MOVED OR ALTERED WITHOUT THE PRIOR APPROVAL OF THE PROJECT ARBORIST.
- FENCE TREES TO ENCLOSE THE TREE PROTECTION ZONE. FENCE SHALL BE A MINIMUM 6' CHAINLINK FENCE SECURELY FASTENED TO STEEL POSTS FIRMLY DRIVEN INTO THE GROUND WITH SPACING NOT TO EXCEED 8'. ATTACH PLASTICIZED SIGNS ON EVERY SECTION OF FENCING READING: "THIS FENCE TO BE MOVED ONLY WITH PERMISSION OF THE PROJECT ARBORIST". FENCES ARE TO REMAIN UNTIL ALL GRADING AND CONSTRUCTION IS COMPLETED, AS POSSIBLE.
- NO GRADING, CONSTRUCTION, DEMOLITION OR OTHER WORK SHALL OCCUR WITHIN THE TREE PROTECTION ZONE WITHOUT BEING MONITORED BY THE PROJECT ARBORIST.
- ANY ROOT PRUNING REQUIRED FOR CONSTRUCTION PURPOSES SHALL RECEIVE THE PRIOR APPROVAL OF AND BE SUPERVISED BY THE PROJECT ARBORIST.
- IF INJURY SHOULD OCCUR TO ANY TREE DURING CONSTRUCTION IT SHOULD BE EVALUATED AS SOON AS POSSIBLE BY THE PROJECT ARBORIST SO THAT APPROPRIATE TREATMENTS CAN BE APPLIED.
- NO EXCESS SOIL, CHEMICALS, DEBRIS, EQUIPMENT OR OTHER MATERIALS SHALL BE DUMPED OR STORED WITHIN THE TREE PROTECTION ZONE.
- ANY ADDITIONAL TREE PRUNING NEEDED FOR CLEARANCE DURING CONSTRUCTION MUST BE PERFORMED BY A CERTIFIED ARBORIST AND NOT BY CONSTRUCTION PERSONNEL.
- AS TREES WITHDRAW WATER FROM THE SOIL, EXPANSIVE SOILS MAY SHRINK WITHIN THE ROOT AREA. THEREFORE, FOUNDATIONS, FOOTINGS AND PAVEMENTS ON EXPANSIVE SOILS NEAR TREES SHOULD BE DESIGNED TO WITHSTAND DIFFERENTIAL PLACEMENT.
- EXCAVATION WITHIN THE DRIFLINE OF ANY TREE TO BE PRESERVED SHALL BE DONE USING HAND TOOLS.
- SUPPLEMENTAL IRRIGATION SHALL BE APPLIED AS DETERMINED BY THE PROJECT ARBORIST.

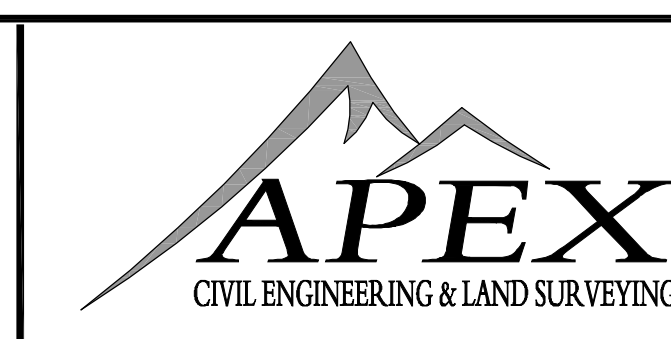
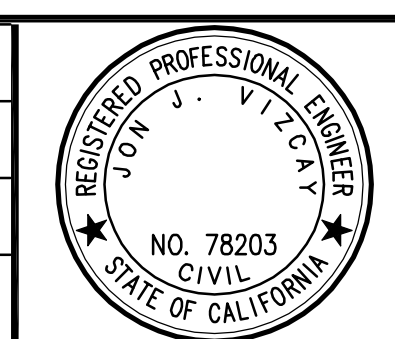
GENERAL DEMOLITION NOTES:

- A DEMOLITION PERMIT IS REQUIRED PRIOR TO COMMENCEMENT OF DEMOLITION. COPIES OF THE PERMITS ARE REQUIRED TO BE ON SITE AT ALL TIMES.
- NOISE-PRODUCING CONSTRUCTION ACTIVITY (INCLUDING PLAYING OF RADIO OR MUSIC) AND GRADING OPERATION SHALL BE LIMITED TO WEEKDAYS (MONDAY THROUGH FRIDAY) EXCEPT CITY HOLIDAYS AND FROM THE HOURS OF 7:00AM TO 5:00PM, SATURDAY AND SUNDAY; NONE, AND SHALL BE PROHIBITED ON STATE AND FEDERAL HOLIDAYS. ALL EQUIPMENT SHALL BE ADEQUATELY MUFFLED AND MAINTAINED. NO CHANGES SHALL BE ALLOWED WITHOUT PRIOR WRITTEN CONSENT OF THE COUNTY. ALL REQUESTS FOR CHANGES MUST BE MADE A MINIMUM OF 72 HOURS PRIOR TO THE REQUEST FOR CHANGE.
- THE CONSTRUCTION CONTRACTOR AGREES, THAT IN ACCORDANCE WITH GENERALLY ACCEPTED CONSTRUCTION PRACTICES, TO ASSUME SOLE AND COMPLETE RESPONSIBILITY FOR THE JOB SITE CONDITIONS DURING THE COURSE OF CONSTRUCTION OF THE PROJECT, INCLUDING SAFETY OF ALL PERSONS AND PROPERTY; THAT THIS REQUIREMENT SHALL BE MADE TO APPLY CONTINUOUSLY AND NOT BE LIMITED TO NORMAL WORKING HOURS; AND DEFEND, INDEMNIFY AND HOLD THE DESIGN PROFESSIONAL AND CITY HARMLESS FROM ANY AND ALL LIABILITY ARISING FROM THE SOLE NEGLIGENCE OF THE DESIGN PROFESSIONAL.
- THE CONTRACTOR SHALL PROVIDE EMERGENCY TELEPHONE NUMBERS FOR PUBLIC WORKS, AMBULANCE, POLICE, AND FIRE DEPARTMENTS AT THE JOB SITE.
- THE CONTRACTOR SHALL CONTROL DUST BY WATERING EXPOSED SURFACES AS NEEDED. INCREASED WATERING SHALL BE REQUIRED WHEN WIND SPEEDS EXCEED 10 MPH.
- THE PROJECT APPLICANT SHALL SWEEP STREETS DAILY, OR AS NECESSARY, WITH WATER SWEEPERS IF VISIBLE SOIL MATERIAL IS CARRIED ONTO ADJACENT PUBLIC STREETS.
- THE CONTRACTOR SHALL PROVIDE TEMPORARY CONSTRUCTION DRIVES TO PREVENT THE TRACKING OF SOIL, DUST, MUD, OR CONSTRUCTION DEBRIS ON PUBLIC STREETS.
- MUD TRACKED ONTO STREETS OR ADJACENT PROPERTIES SHALL BE REMOVED IMMEDIATELY, STREET SHALL BE SWEEP WITH A POWER SWEEPER (NOT PRESSURE WASHED) AS DIRECTED BY THE COUNTY.
- ALL WATER, SEWER, ELECTRIC, GAS, CABLE & PHONE SERVICES/LATERALS SHALL BE REMOVED BACK TO THE APPROPRIATE UTILITY MAIN.
- SHOULD THERE BE ANY WATER WELLS ON THIS PROPERTY, THE CONTRACTOR SHALL OBTAIN A WELL PERMIT FROM THE COUNTY DEPARTMENT OF HEALTH SERVICES, ENVIRONMENTAL HEALTH DIVISION, PRIOR TO ANY GRADING IN THE IMMEDIATE VICINITY OF A WELL AND PRIOR TO REMOVAL OF A WELL.
- SHOULD THERE BE A SEPTIC SYSTEM ON THIS PROPERTY, THE CONTRACTOR SHALL OBTAIN A PERMIT FROM THE COUNTY DEPARTMENT OF HEALTH SERVICES, ENVIRONMENTAL HEALTH DIVISION FOR REMOVAL, PRIOR TO ANY GRADING IN THE IMMEDIATE VICINITY OF A SEPTIC TANK OR LEACH FIELD AND PRIOR TO REMOVAL OF A SEPTIC SYSTEM.



REVISIONS	NO.	BY	DATE

DESIGN: JV
DRAWN: STAFF
CHECKED: JV
PROJECT #: 23004



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Ph: (925) 476-8499
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TENTATIVE MAP
TOPOGRAPHIC SURVEY & DEMOLITION PLAN

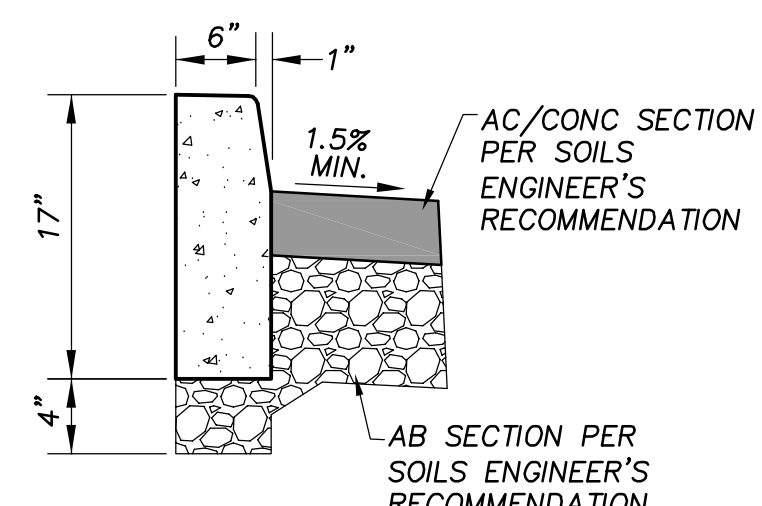
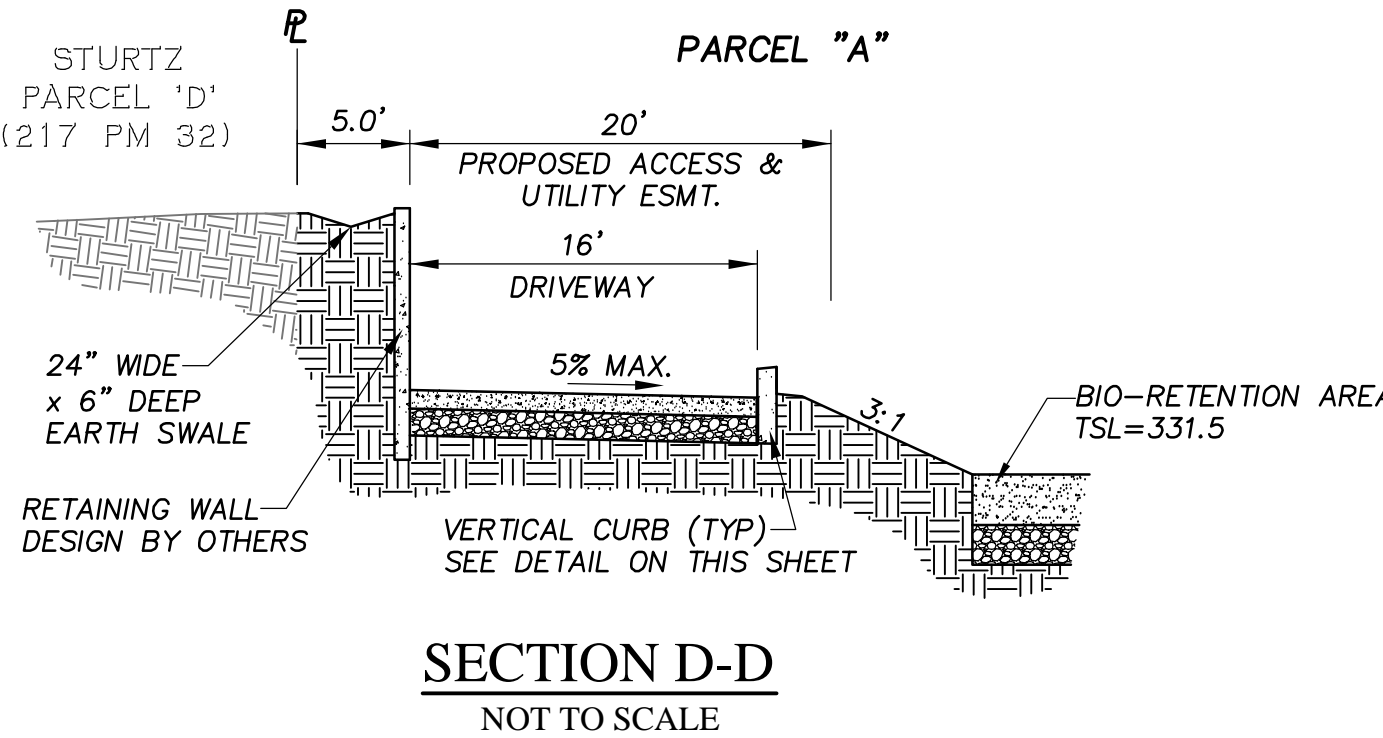
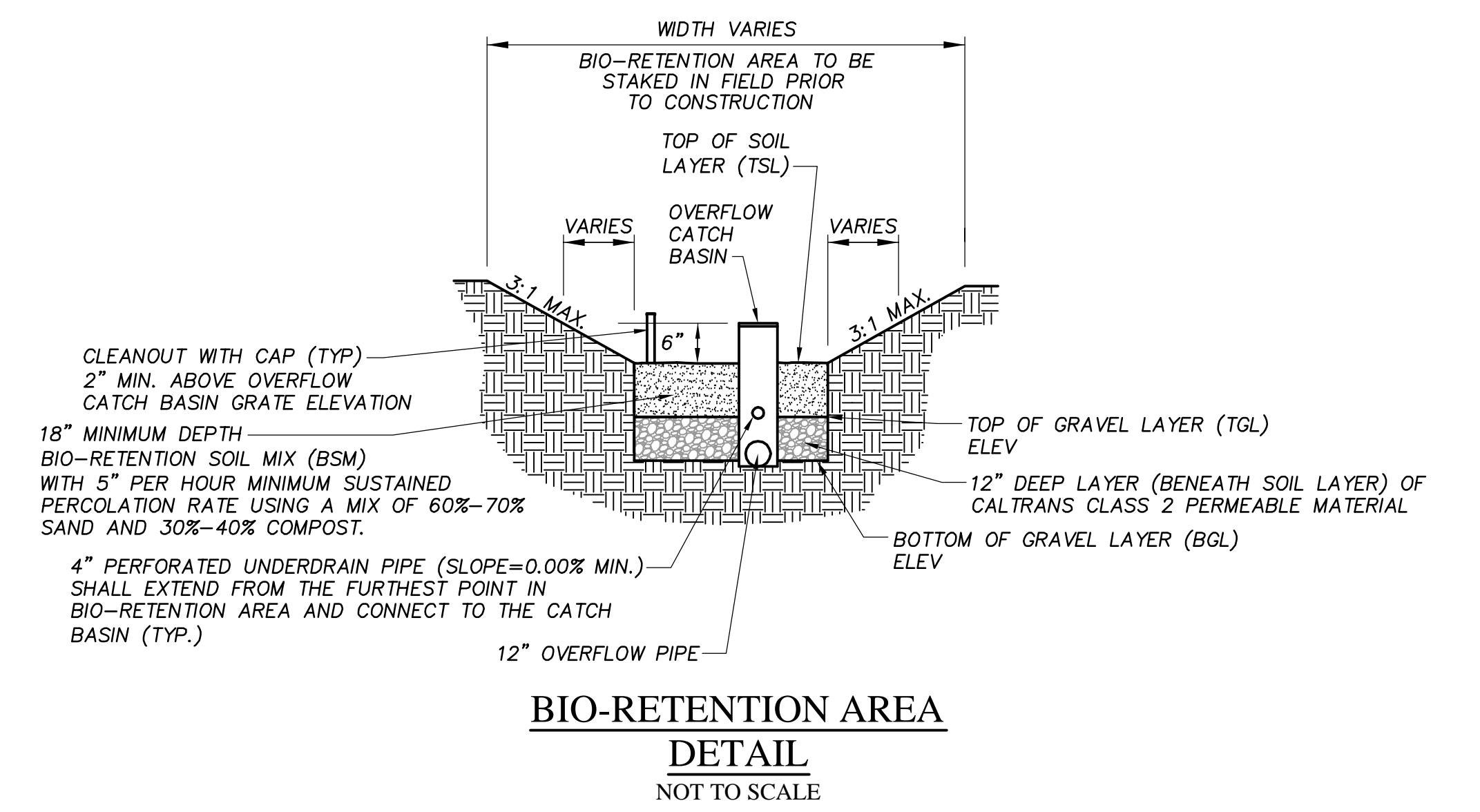
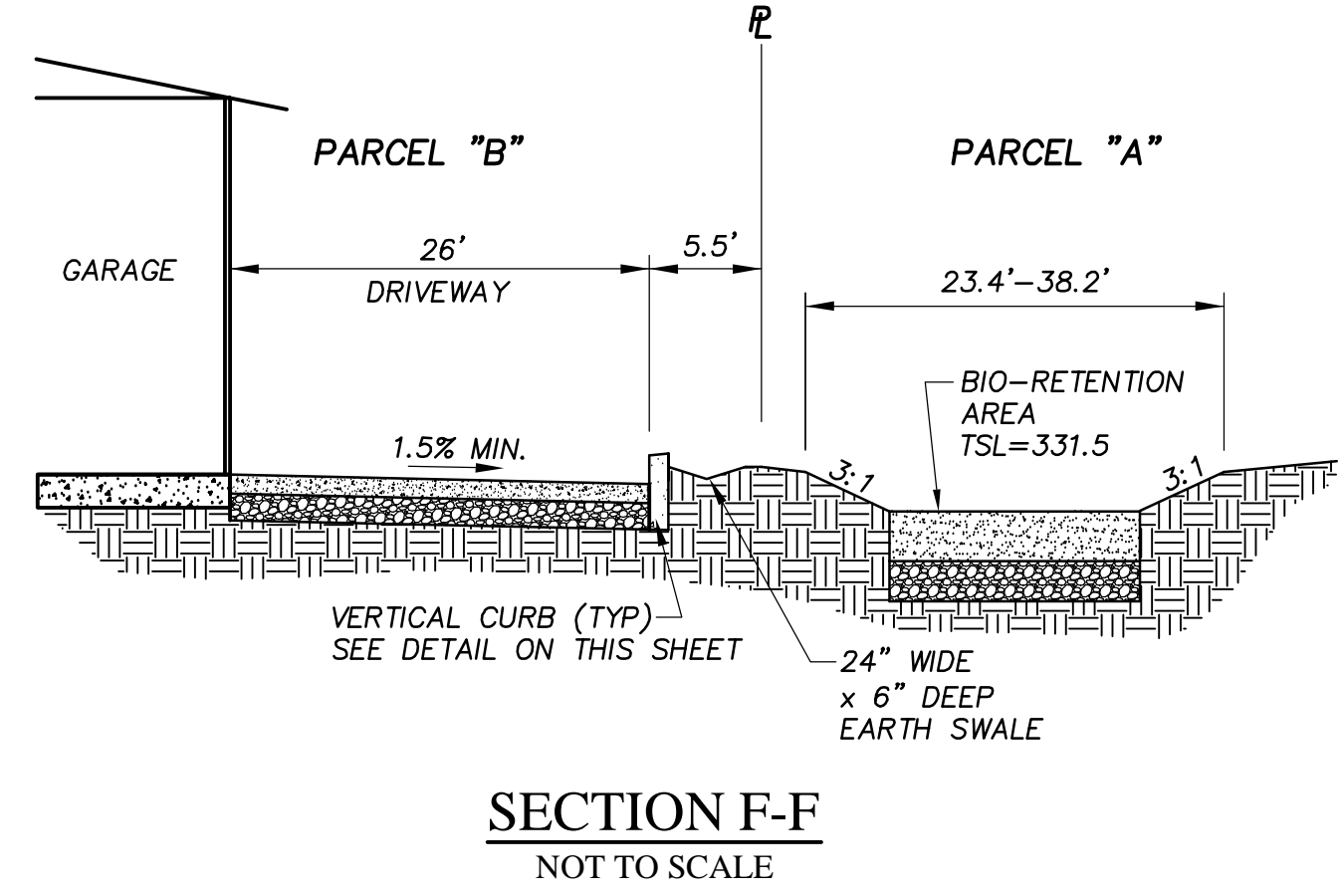
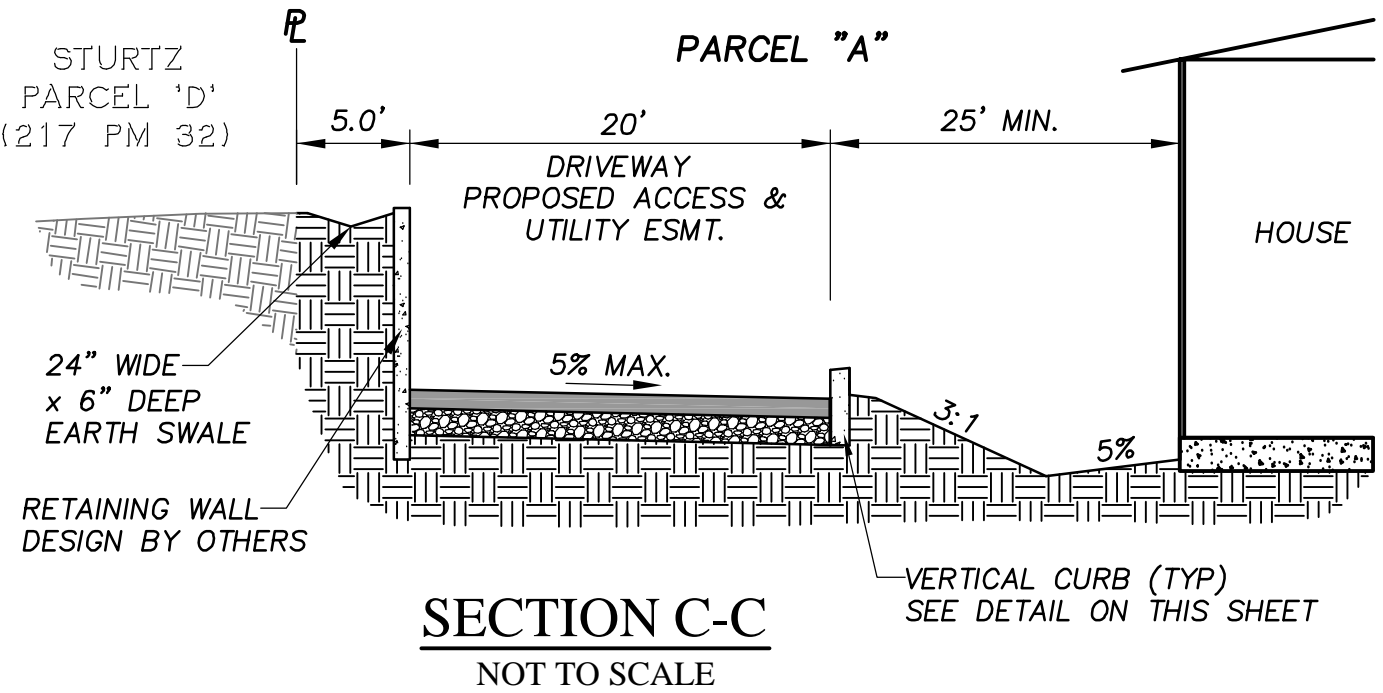
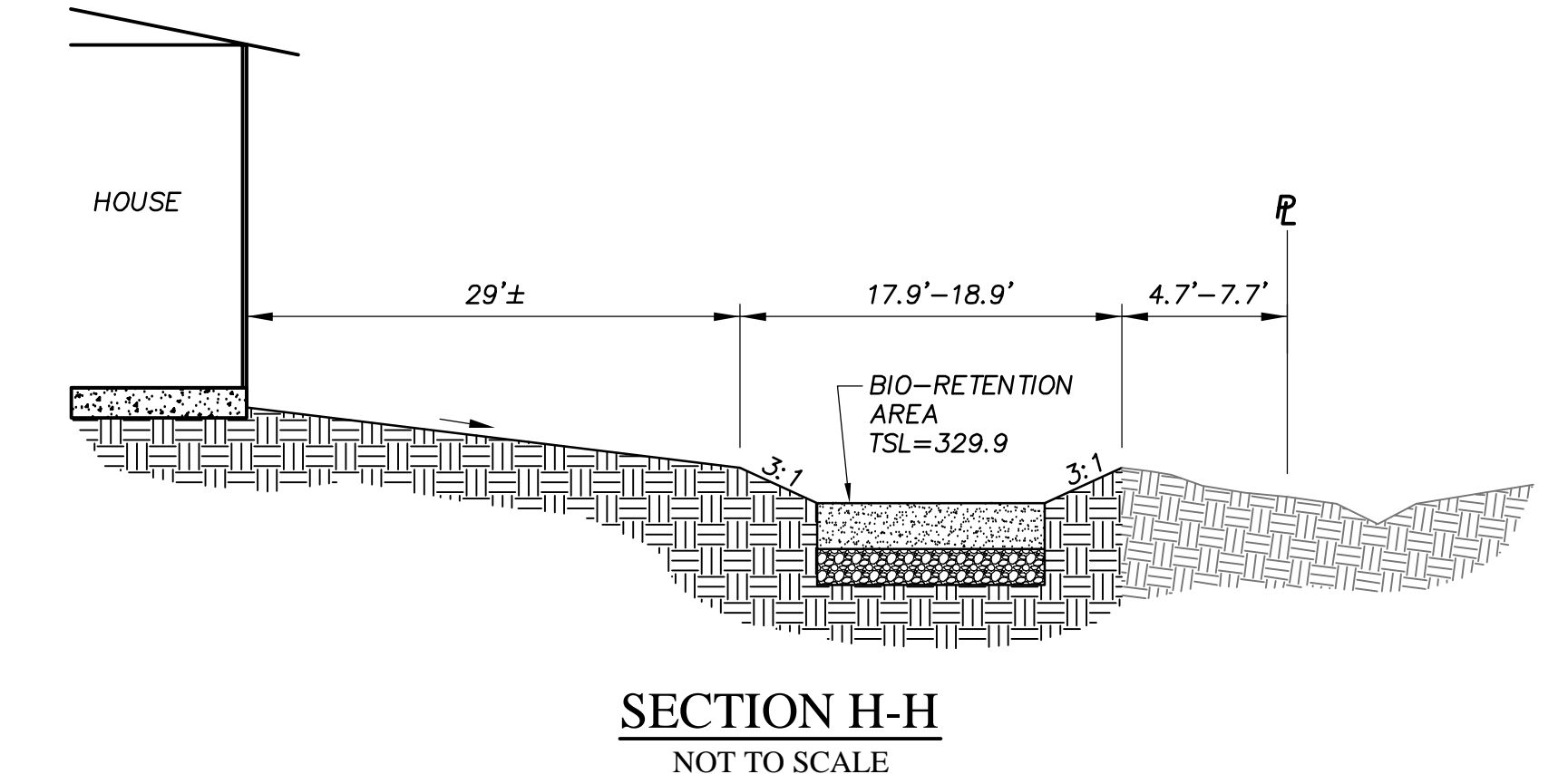
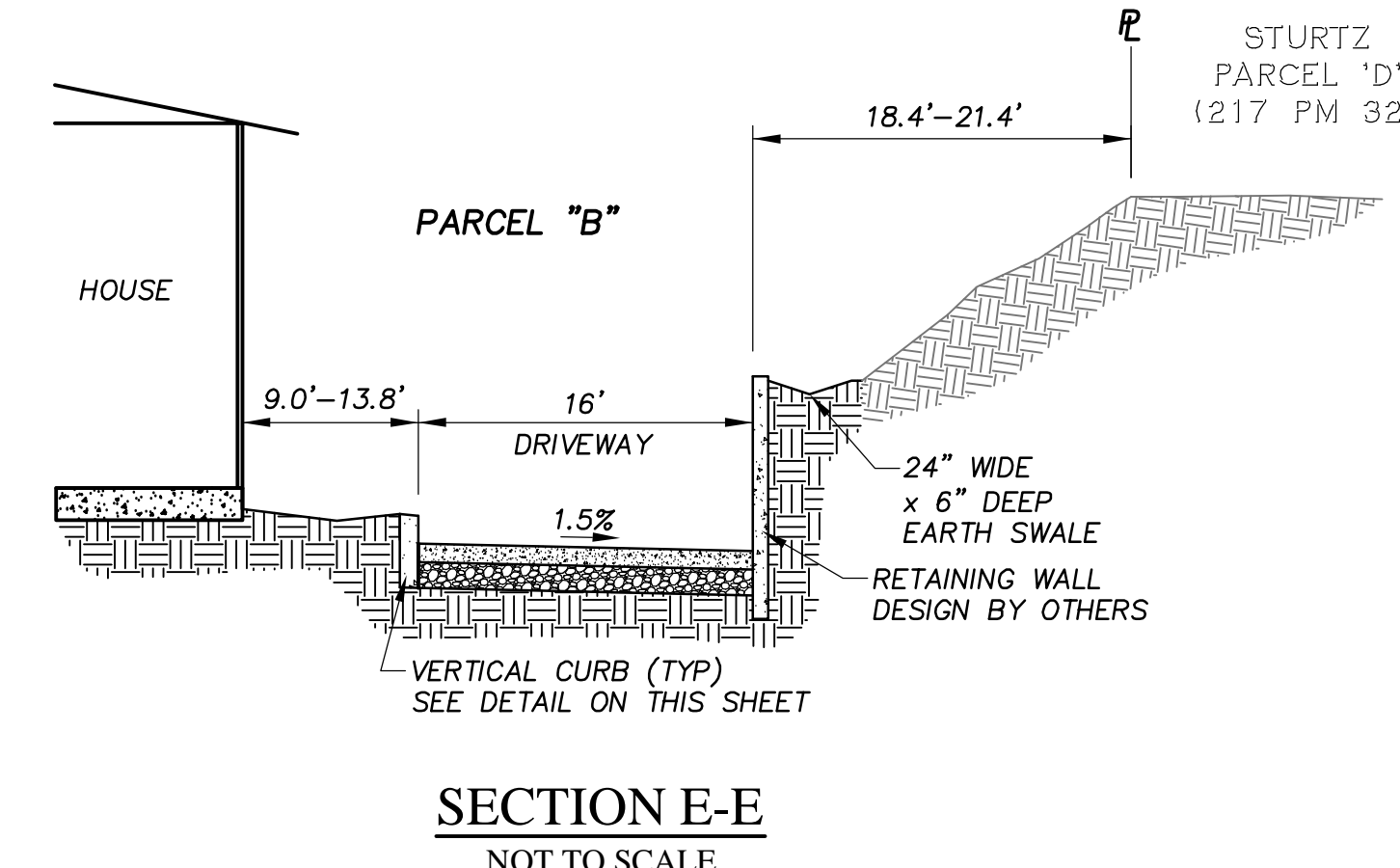
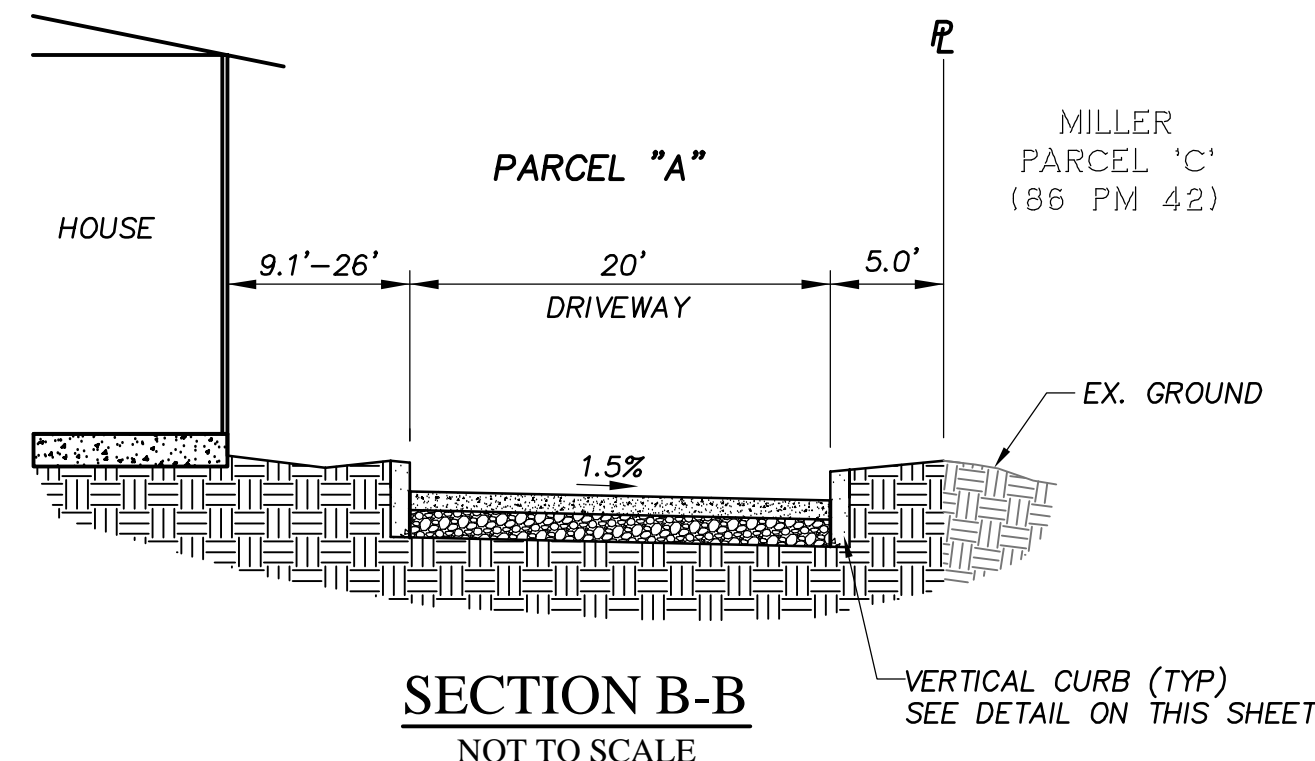
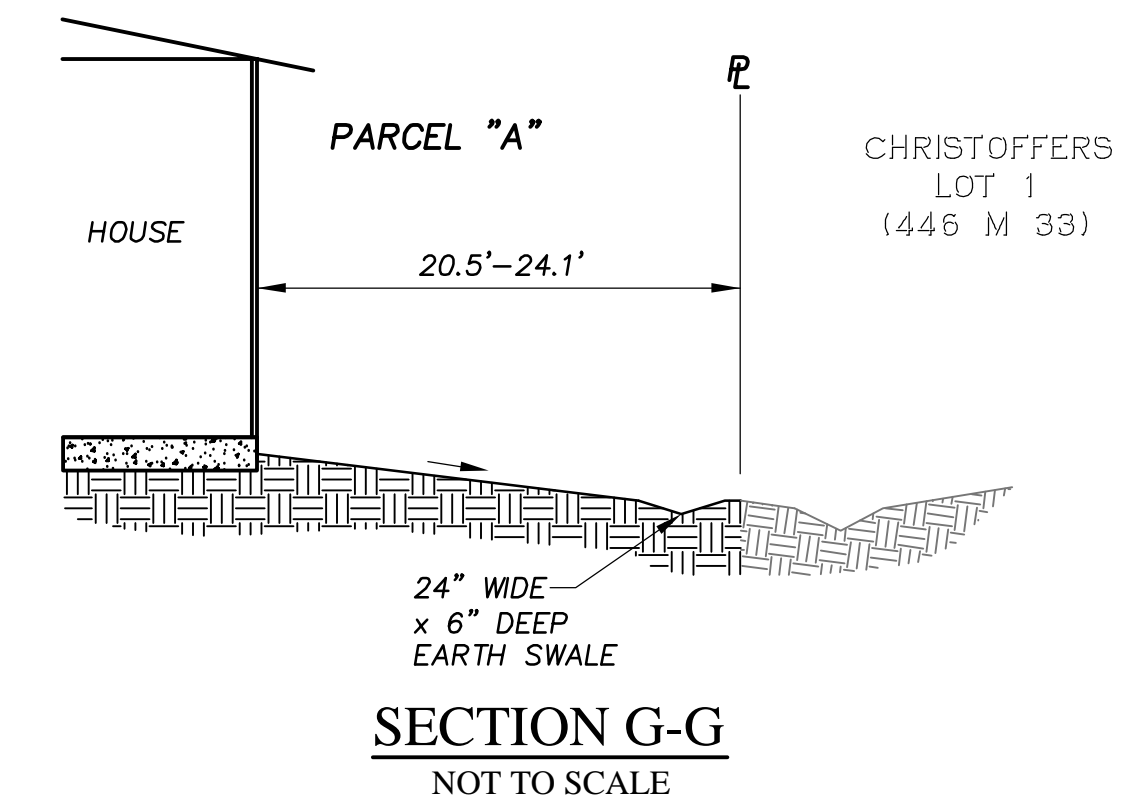
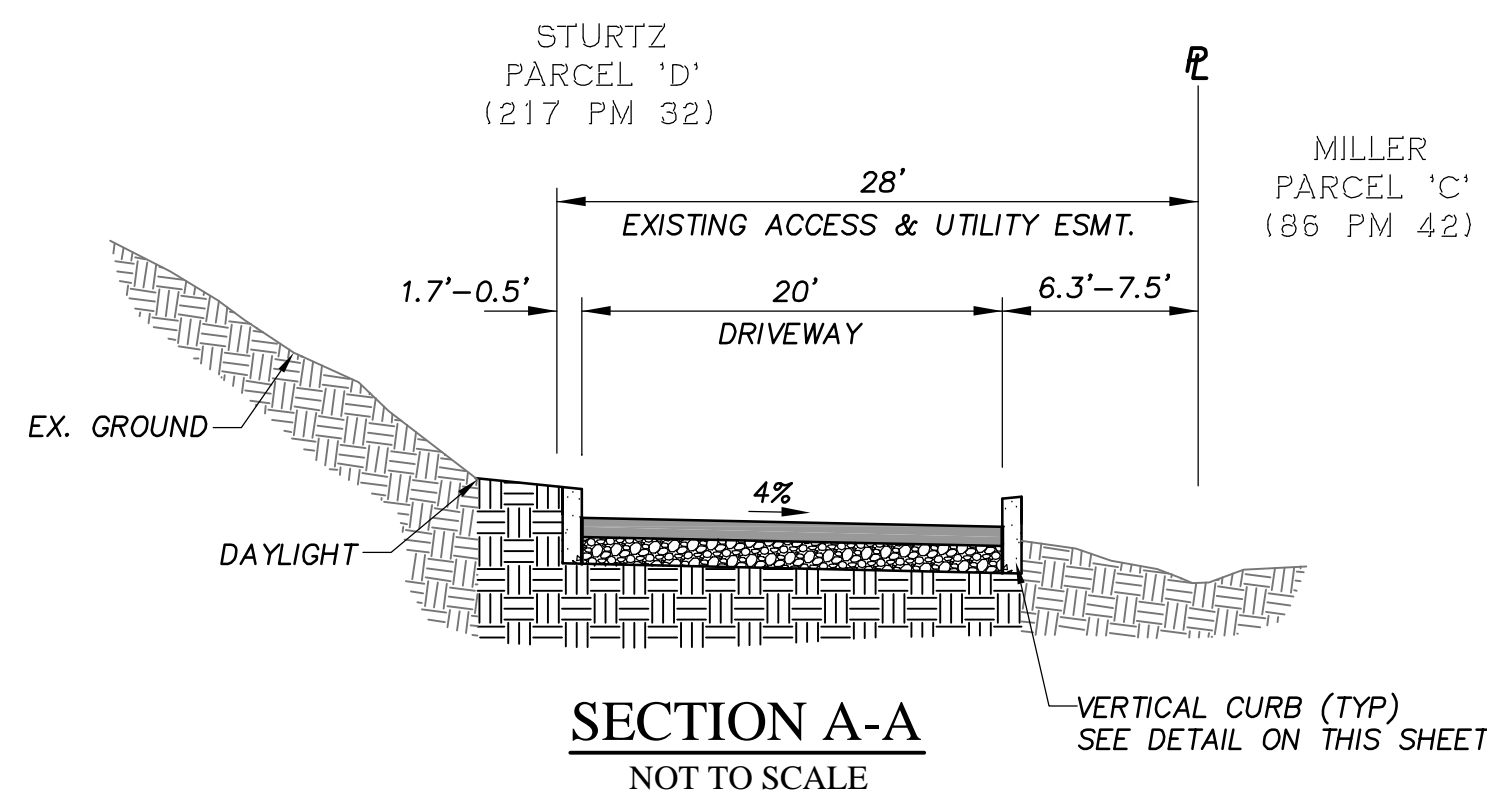
GLORIA KNOLL MS 24-0009 CONTRA COSTA COUNTY, CA

SHEET 2 OF 5
DATE 10-09-2024

SECTIONS & DETAILS

"GLORIA KNOLL"

MS 24-0009
 COUNTY OF CONTRA COSTA
 STATE OF CALIFORNIA



REVISIONS	NO.	BY	DATE

DESIGN:	JV
DRAWN:	STAFF
CHECKED:	JV
PROJECT #:	23004



APEX
 CIVIL ENGINEERING & LAND SURVEYING

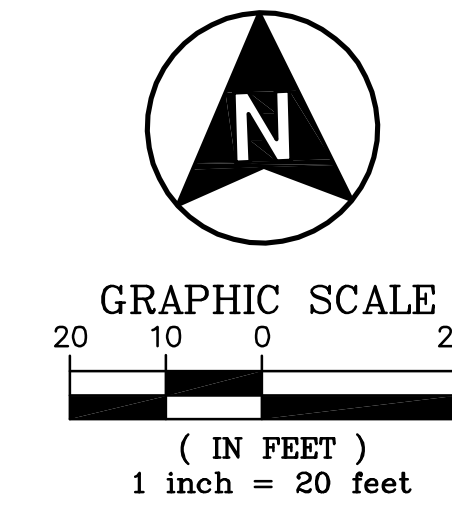
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TENTATIVE MAP
 SECTIONS & DETAILS
 MS 24-0009
 CONTRA COSTA COUNTY, CA

SHEET	3 OF 5
DATE	10-09-2024

PRELIMINARY GRADING, DRAINAGE & UTILITY PLAN "GLORIA KNOLL"

MS 24-0009
COUNTY OF CONTRA COSTA
STATE OF CALIFORNIA



SECTIONS NOTE:
REFER TO SHEET 3
FOR ALL SECTIONS
AND DETAILS

KEY LEGEND

- 1 EXISTING PAVEMENT TO REMAIN
- 2 EXISTING FENCE TO REMAIN
- 3 MATCH EX. ASPHALT
- 4 WIDEN EXISTING DRIVEWAY
- 5 ASPHALT DRIVEWAY. SECTION PER SOILS ENGINEER'S RECOMMENDATIONS
- 6 VERTICAL CURB PER DETAIL ON SHEET 3
- 7 FIRE DISTRICT TURN-AROUND DELINEATION
- 8 NEW HOUSE (TYP)
- 9 CONCRETE DRIVEWAY (6" CONC/5"AB)
- 10 CONCRETE FLATWORK (4" CONC/4"AB)
- 11 BEGIN/END CONCRETE RETAINING WALL
- 12 CONCRETE RETAINING WALL (TYP). DESIGN BY OTHERS
- 13 BIO-RETENTION AREA
- 14 DAYLIGHT LINE (TYP)
- 15 EXISTING 24" STORM DRAIN LINE TO REMAIN
- 16 EXISTING INLET TO REMAIN
- 17 12" HDPE STORM DRAIN LINE @ 0.5% MIN. (TYP)
- 18 18"x18" STORM DRAIN INLET (CHRISTY OR EQUAL)
- 19 OVERFLOW INLET. TYPE "J" INLET PER CCCO STD DET CD29
- 20 4" PVC SDR-35 DRAIN PIPE (OR EQUAL) @ 0.5% MIN. (TYP)
- 21 4" AREA DRAIN (NDS OR EQUAL)
- 22 6" PVC SDR-35 DRAIN PIPE (OR EQUAL) @ 0.5% MIN. (TYP)
- 23 6" AREA DRAIN (NDS OR EQUAL)
- 24 EXISTING 6" WATER MAIN TO REMAIN
- 25 EXISTING FIRE HYDRANT TO REMAIN
- 26 CONNECT NEW SERVICE LATERAL TO EX. 6" WATER MAIN
- 27 WATER METER PER EBMUD
- 28 1.5" WATER SERVICE LATERAL PER EBMUD STANDARDS
- 29 EXISTING 8" SANITARY SEWER MAIN TO REMAIN
- 30 CONNECT NEW SERVICE LATERAL TO EX. 8" SS PER CCCSD STANDARDS
- 31 4" SANITARY SEWER LATERAL PER CCCSD STANDARDS
- 32 4" SANITARY SEWER CLEANOUT PER CCCSD STANDARDS

SD SUMMARY

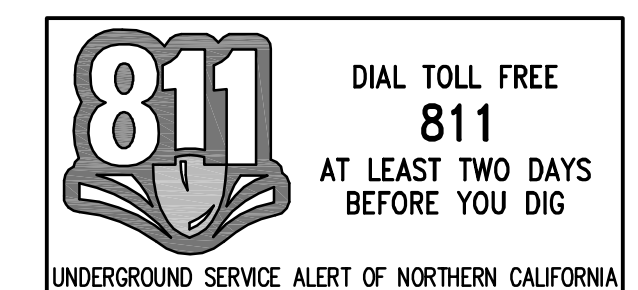
STRUCTURE #	GRATE/RIM ELEVATION	FLOW LINE ELEVATION
EX.CB	G 330.4	4" FL 328.32 IN 12" FL 320.80 THRU
CB-1	G 330.9	12" FL 326.90 THRU
CB-2	G 332.0	4" FL 329.92 IN 12" FL 328.00 OUT
CB-3	G 334.0	6" FL 258.14 THRU
CB-4	G 332.6	6" FL 258.14 THRU
CB-5	G 333.3	6" FL 258.14 THRU
OUTFALL-1	N/A	4"/6" FL 331.50 IN
OUTFALL-2	N/A	6" FL 329.90 IN
AD-1	G 334.5	6" FL 331.07 THRU
AD-2	G 334.5	6" FL 331.22 THRU
AD-3	G 334.5	6" FL 331.48 THRU
AD-4	G 334.5	6" FL 331.78 THRU
AD-5	G 334.5	4" FL 332.28 OUT
AD-6	G 334.5	4" FL 332.44 THRU
AD-7	G 334.5	4" FL 332.65 THRU
AD-8	G 334.5	4" FL 332.85 THRU
AD-9	G 334.5	4" FL 333.00 THRU
AD-10	G 332.5	6" FL 330.07 THRU
AD-11	G 333.5	6" FL 330.34 THRU
AD-12	G 333.0	6" FL 330.46 THRU
AD-13	G 333.0	6" FL 330.58 THRU
AD-14	G 333.0	6" FL 330.72 THRU
AD-15	G 332.0	4" FL 330.50 OUT

GRADING QUANTITIES

CUT	4,633 CU. YDS.
FILL	683 CU. YDS.

EXPORT: 3,950 CU. YDS.

TOTAL DISTURBED AREA: 0.89 ACRES (38,768 SF)



NOTE:
THE LOCATION OF ALL EXISTING UTILITIES SHOWN ON THE PLANS HAVE BEEN DETERMINED FROM THE BEST INFORMATION AVAILABLE. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO NOTIFY THE VARIOUS UTILITIES AND EXERCISE EXTREME CAUTION IN AREAS OF BURIED UTILITIES DURING CONSTRUCTION.



REVISIONS	NO.	BY	DATE

DESIGN:	JV
DRAWN:	STAFF
CHECKED:	JV
PROJECT #:	23004



APEX
CIVIL ENGINEERING & LAND SURVEYING

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TENTATIVE MAP
PRELIMINARY GRADING, DRAINAGE & UTILITY PLAN
GLORIA KNOLL

MS 24-0009
CONTRA COSTA COUNTY, CA

SHEET	4 OF 5
DATE	10-09-2024

PRELIMINARY C.3 STORM WATER CONTROL PLAN "GLORIA KNOLL"

MS 24-0009
COUNTY OF CONTRA COSTA
STATE OF CALIFORNIA

ABBREVIATIONS

C - CONCRETE
L - LANDSCAPE AREA
OL - OFFSITE LANDSCAPE AREA
OP - OFFSITE ASPHALT/PAVEMENT
P - ASPHALT/PAVEMENT
PL - FLOW-THROUGH PLANTER
R - ROOFTOP
SR - SELF-RETAINING LANDSCAPE AREA
ST - SELF-TREATING LANDSCAPE AREA
UT - UNTREATED AREA

C.3 COMPLIANCE

REFER TO STORM WATER CONTROL PLAN REPORT FOR ADDITIONAL INFORMATION

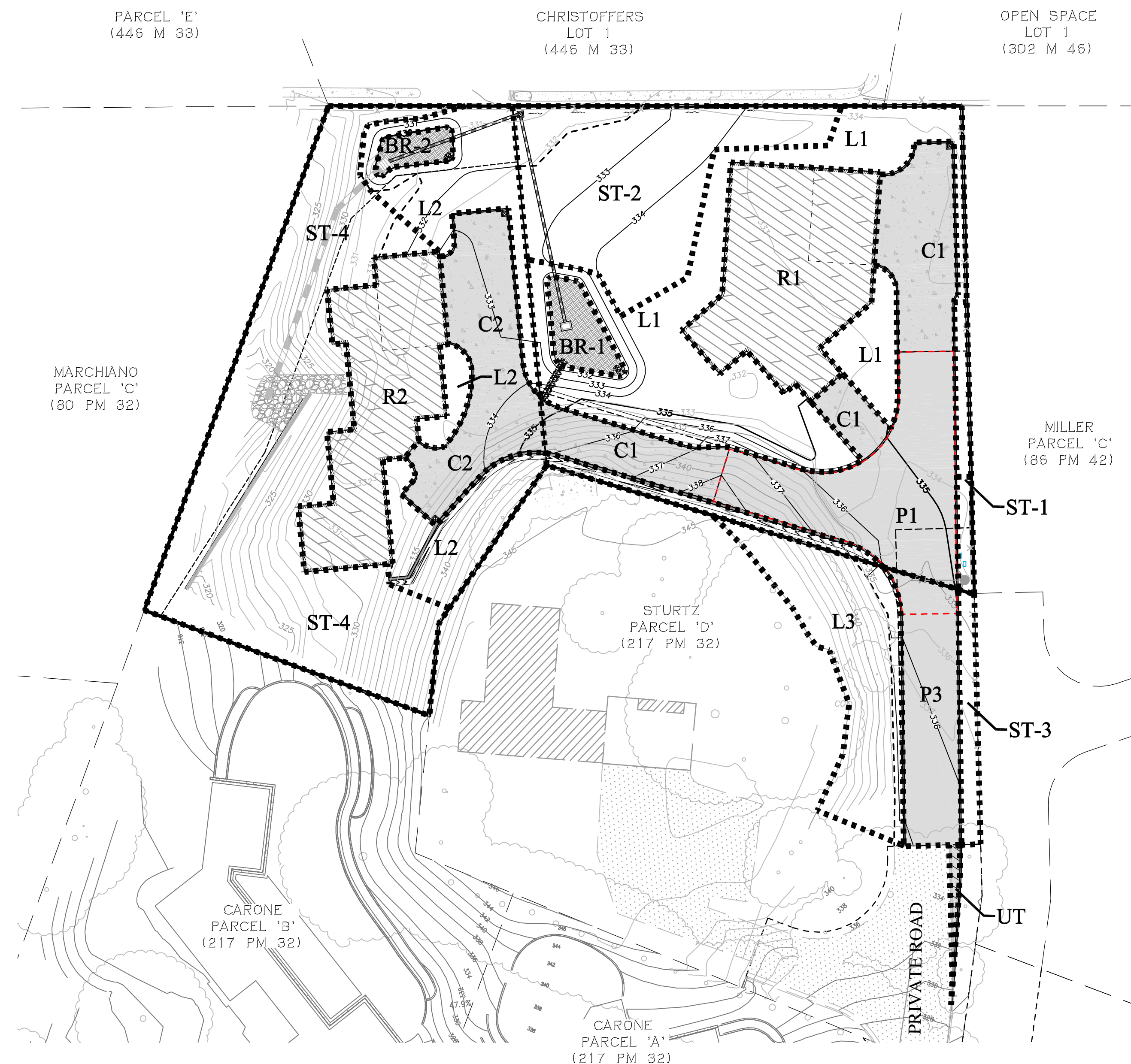
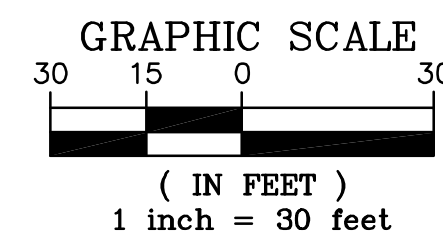
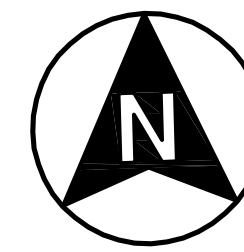
AREA BREAKDOWN

ON-SITE

PERVIOUS	
LANDSCAPING:	27,206 SF
BIO-RETENTION AREA:	942 SF
TOTAL AREA:	28,148 SF
IMPERVIOUS	
CONCRETE/ASPHALT:	9,308 SF
ROOFS:	8,046 SF
TOTAL AREA:	17,354 SF
TOTAL AREA:	45,502 SF

OFF-SITE

PERVIOUS	
LANDSCAPING:	3,744 SF
IMPERVIOUS	
CONCRETE/ASPHALT:	2,059 SF
TOTAL AREA:	5,803 SF



C.3 STORM WATER CONTROL LEGEND

DRAINAGE MANAGEMENT AREAS (DMA):

LANDSCAPE AREA	L
NEW IMPERVIOUS AREA (PAVEMENT/CONCRETE)	P / C
UNTREATED AREA (CANNOT BE TREATED)	UT
NEW IMPERVIOUS AREA (ROOFTOP)	R
BIO-RETENTION AREA	BR-1
BMP TRIBUTARY BOUNDARY:	

PROJECT DATA FORM

PROJECT NAME/NUMBER	"GLORIA KNOLL"
PROJECT LOCATION	PARCEL 'C' OF GLORIA TERRACE, LAFAYETTE, CA
NAME OF DEVELOPER	GLORIA KNOLL LLC
PROJECT TYPE AND DESCRIPTION	2 PARCELS (SINGLE FAMILY RESIDENTIAL)
PROJECT WATERSHED	GRAYSON CREEK WATERSHED
TOTAL PROJECT SITE AREA (ACRES)	1.04 ACRES (45,502 SF)
TOTAL AREA OF LAND DISTURBED (ACRES)	0.89 ACRES (38,641 SF)
TOTAL NEW IMPERVIOUS SURFACE AREA (SQ. FT.)	19,413 SF
TOTAL REPLACED IMPERVIOUS SURFACE AREA	0 SF
TOTAL PRE-PROJECT IMPERVIOUS SURFACE AREA	0 SF
TOTAL POST-PROJECT IMPERVIOUS SURFACE AREA	19,413 SF
RUNOFF REDUCTION MEASURES SELECTED	<input checked="" type="checkbox"/> 1. DISPERSE RUNOFF TO VEGETATED AREA <input type="checkbox"/> 2. PERVIOUS PAVEMENT (PAVERS) <input type="checkbox"/> 3. CISTERNS OR RAIN BARRELS <input checked="" type="checkbox"/> 4. BIO-RETENTION FACILITY OR FLOW-THROUGH PLANTER
50% RULE	N/A
PROJECT DENSITY	1.9 UNITS/AC
APPLICABLE SPECIAL PROJECT CATEGORIES	N/A
PERCENT LID AND NON LID TREATMENT	100% LID
HMP COMPLIANCE	N/A

REVISIONS	NO.	BY	DATE

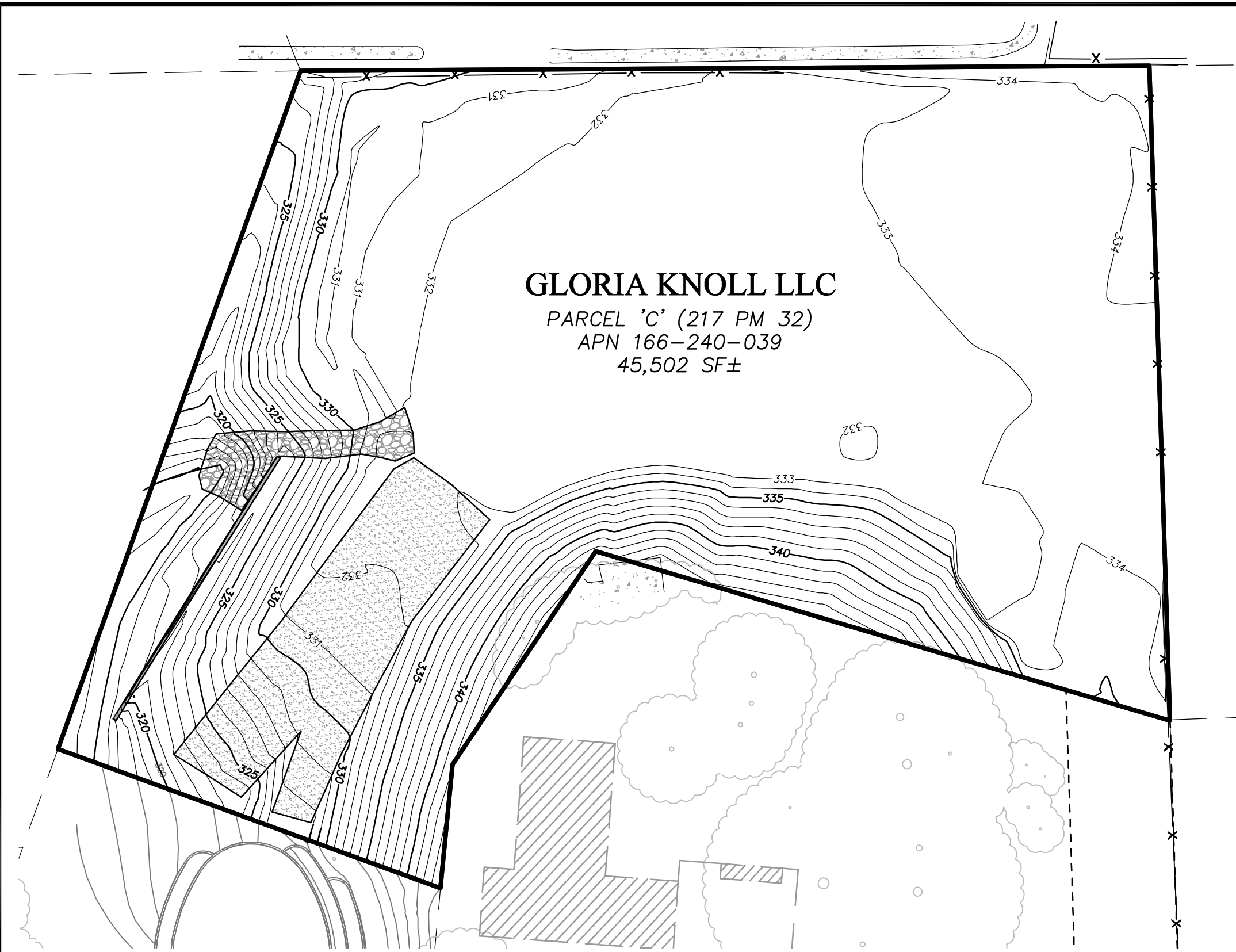
DESIGN:	JV
DRAWN:	STAFF
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PROJECT #:	23004



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TENTATIVE MAP
PRELIMINARY C.3 STORM WATER CONTROL PLAN
GLORIA KNOLL
MS 24-0009
CONTRA COSTA COUNTY, CA

SHEET	5 OF 5
DATE	10-09-2024



SLOPE CALCULATION

(A) TOTAL LOT AREA=45,503 (1.04 AC)
 (L) TOTAL LENGTH OF CONTOURS=7,491.29'
 (I) CONTOUR INTERVAL=1'

AVERAGE SLOPE=0.00229 (I)(L)÷A

AVERAGE SLOPE = 0.00229(7491.29)÷1.04

AVERAGE SLOPE = 17.15÷1.04

AVERAGE SLOPE = 16.5%

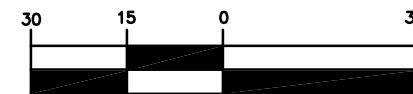
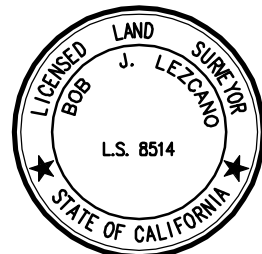


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 Martinez, CA 94553
 Ph: (925) 476-8499

**AVERAGE SLOPE
 EXHIBIT
 GLORIA KNOLL
 MS 24-0009**

DRAWN BY:
 BJL
 PROJECT NO:
 23004
 SCALE:
 1"-30'

SHEET
 1 OF 1
 DATE:
 10-16-2024



(IN FEET)
 1 inch = 30 ft.

