

**REPORT TO MAYOR AND COUNCIL****TO THE HONORABLE MAYOR AND CITY COUNCIL:**

DATE: December 9, 2014

SUBJECT: ADOPT RESOLUTION NO. 14-49, APPROVING THE FINAL MAP FOR TRACT 9162, THE COPPERLEAF SUBDIVISION (ASSESSOR'S PARCEL NO. 113-133-008); AND APPROVE THE SUBDIVISION IMPROVEMENT AGREEMENT AND THE STORMWATER MAINTENANCE AGREEMENT

Report in Brief

On March 18, 2009, the Planning Commission approved Rezoning (RZ 08-001), Vesting Tentative Map (TM 08-001), Tree Removal (RT 08-004), and Design Review (DR 08-002) for the Copperleaf Subdivision located at 3319 Walnut Avenue. The subdivision proposes to construct 11 single-family homes and a private road on a 2.5-acre site.

New Copperleaf Holdings, LLC of Concord, has prepared a Final Subdivision Map and Subdivision Improvement Plans for the subdivision. The Final Map and Subdivision Improvement Plans substantially conform to the Vesting Tentative Map titled "Copperleaf Subdivision 9162." New Copperleaf Holdings requests approval of the Final Map before completing all public improvements required by the conditions of approval of the tentative map and wishes to enter into an agreement for the completion of the improvements within two (2) years.

Background

On March 18, 2008, the developer submitted an application for Rezoning (RZ 08-001), Vesting Tentative Map (TM 08-001), Tree Removal (RT 08-004), and Design Review (DR 08-002) to develop the proposed subdivision. The proposed subdivision at 3319 Walnut Avenue consists of one 2.5-acre parcel, Assessor's Parcel No. 113-133-008, to be subdivided into an 11-lot, single-family home development with a private road.

On March 18, 2009, at its regularly scheduled public hearing, the Planning Commission approved Rezoning (RZ 08-001), Vesting Tentative Map (TM 08-001), Tree Removal (RT 08-004), and Design Review (DR 08-002) applications with conditions and findings. The Vesting Tentative Map was approved on July 13, 2009. On July 15, 2009, Governor Brown signed Assembly Bill 333 (AB 333) which extended the expiration date of valid tentative maps, scheduled to expire prior to January 1, 2014, by 24 months. On July 15, 2011, Governor Brown signed Assembly Bill 208 (AB208), extending the expiration date of tentative maps for another two years. The Copperleaf Vesting Tentative Map met these criteria and the expiration was extended to July 13, 2015.

**ADOPT RESOLUTION NO. 14-49, APPROVING THE FINAL MAP FOR TRACT 9162,
COPPERLEAF SUBDIVISION (ASSESSOR'S PARCEL NO. 113-133-008); AND
APPROVE THE SUBDIVISION IMPROVEMENT AGREEMENT
AND THE STORMWATER MAINTENANCE AGREEMENT**

December 9, 2014

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Discussion

The Final Map is in substantial compliance with the Vesting Tentative Map titled "Copperleaf Subdivision 9162" approved by the Planning Commission, complies with the applicable provisions of the Subdivision Map Act and City Municipal Code, and is technically correct. The Final Map includes an offer of dedication of a public utility easement, public sanitary sewer easement, and public emergency vehicle access easement. The common improvements, including utility service connections, private street, drainage facilities, common areas, street lights, stormwater treatment systems and landscaping, will be maintained by the Homeowners Association as outlined in the Covenant, Conditions and Restrictions (CC&R) for the subdivision.

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

Fiscal Impact

New Copperleaf Holdings, LLC has paid the fees and charges required for the improvement plan reviews and inspections. The water system improvements constructed to serve the project will be owned and maintained by the Contra Costa Water District. The City will accept the sewer main improvements and curb, gutter, sidewalk within the public right of way on Walnut Avenue upon completion of the subdivision improvements.

Public Contact

The City Council agenda was posted.

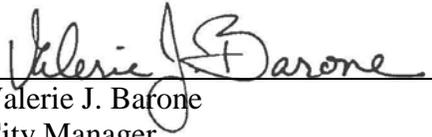
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Recommendation for Action

Staff recommends that the City Council adopt Resolution 14-49, approving the Final Map for Tract 9162, Copperleaf Subdivision (Assessor's Parcel No. 113-133-008); accept the public utility easement, public sanitary sewer easement, and public emergency vehicle access easements offered for dedication and authorize the City Manager to execute the Subdivision Improvement Agreement and Stormwater Maintenance Agreement for the Copperleaf Subdivision, subject to the City Attorney's approval of the CC&Rs, and Performance Securities submitted by the Subdivider.



Valerie J. Barone
City Manager

valerie.barone@cityofconcord.org

Reviewed by: Robert Ovadia, PE

City Engineer

robert.ovadia@cityofconcord.org

Reviewed by: Victoria Walker

Director of Comm. & Econ. Development

victoria.walker@cityofconcord.org

Attachment 1: Resolution No. 14-49

Attachment 2: Location Map

Attachment 3: Subdivision Agreement

Attachment 4: Stormwater Maintenance Agreement

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

**A Resolution Approving the Final Map for
Tract 9162, Copperleaf Subdivision,
Assessor’s Parcel No. 113-133-008; and
Approving the Subdivision Improvement Agreement
and the Stormwater Maintenance Agreement**

Resolution No. 14-49

WHEREAS, on March 18, 2009, the City of Concord Planning Commission approved with conditions and findings Rezoning (RZ 08-001), Vesting Tentative Map (TM 08-001), Tree Removal (RT 08-004), and Design Review (DR 08-002); and

WHEREAS, the subdivision proposes to subdivide Assessor’s Parcel Number 113-133-008 into an 11-lot, single-family home development; and

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

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

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

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

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

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

3 **Section 1.** Approves the Final Map of Subdivision Tract 9162 and directs the City Clerk,
4 Planning Manager, and City Engineer to sign the Final Map on behalf of the City and authorizes
5 recordation of the Final Map, all subject to compliance with Section 3, below.

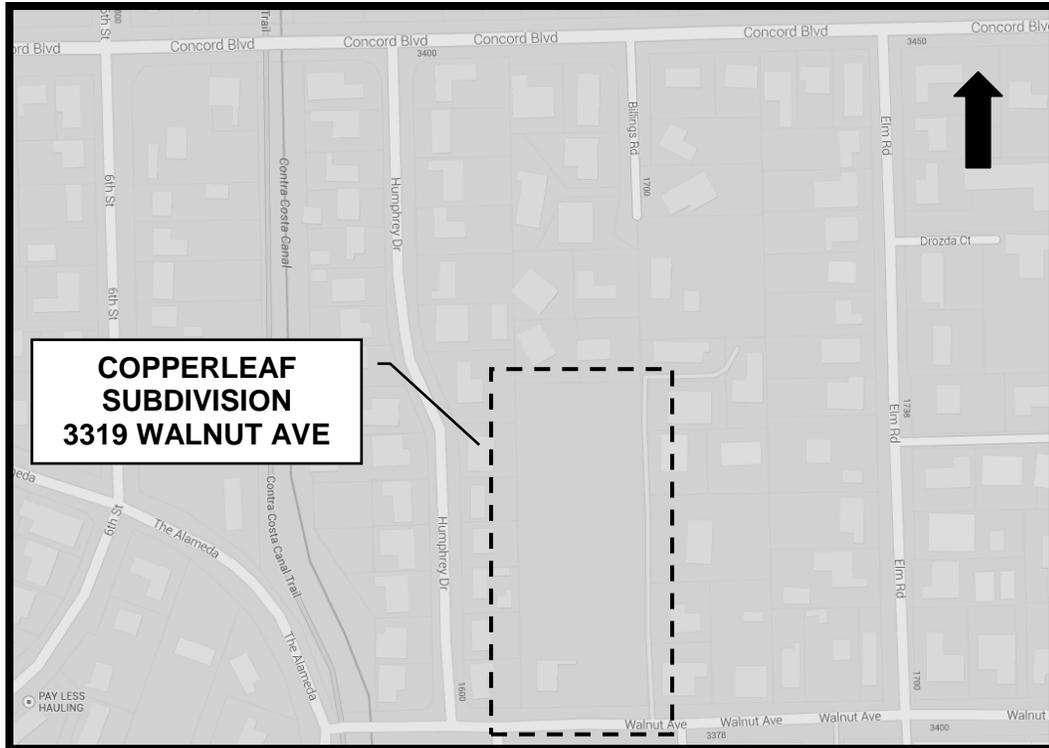
6 **Section 2.** Accepts, subject to improvements, on behalf of the public, all of the easements
7 shown on the Final Map for public use.

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

12 **Section 4.** The City Clerk shall cause a certified copy of this resolution attested to under her
13 seal to be recorded in the Office of the Contra Costa County Recorder.

14 **Section 5.** This resolution shall be effective immediately upon its passage and adoption.

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LOCATION MAP
No Scale

WHEN RECORDED MAIL TO:

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

SPACE ABOVE FOR RECORDER'S USE ONLY

SUBDIVISION IMPROVEMENT AGREEMENT

SUBDIVISION		NUMBER
NAME Copperleaf		9162
SUBDIVIDER		
NAME New Copperleaf Holdings, LLC		
STREET	CITY	ZIP
4021 Port Chicago Hwy	Concord	94520

THIS SUBDIVISION IMPROVEMENT AGREEMENT ("Agreement") is entered into on _____ **2014**, BY AND BETWEEN THE CITY OF CONCORD, a general law city in Contra Costa County, California ("City"), and **New Copperleaf Holdings, LLC** ("Subdivider"), who do mutually promise and agree as follows:

- 1. Improvements.** Subdivider shall construct, install, and complete road and street improvements, drainage facilities, sidewalks, curbs, gutters, utilities, street signs, sewer work, fire hydrants, electroliers, monuments, other structures, and any and all grading and improvements incidental to the work to be performed hereunder by reference and made a part hereof, all as required by the Concord Municipal Code, and in accordance with the current edition of the City Standard Specifications and City Standard Plans, both of which are on file in the City Department of Community and Economic Development, 1950 Parkside Drive MS/53, Concord, CA 94619 and are incorporated herein by reference.
- 2. Completion.** Subdivider shall complete the improvements within 12 months from the recording of the final map, unless an extension is granted by the City Council. If the Subdivider fails to complete the improvements within the specified time, the City may, at its option, cause any or all uncompleted improvements to be completed and the parties executing the surety or sureties shall be firmly bound for the payment of all necessary costs to complete the improvements, along with all other costs recoverable by the City pursuant to the Concord Municipal Code and the California Subdivision Map Act (Government

Code, Section 66410 and following). The improvements shall be completed in a good workmanlike manner in accordance with accepted construction practices and in a manner equal or superior to the requirements of the Concord Municipal Code and rulings made thereunder; and where there is a conflict between the improvement plan and the Concord Municipal Code, the stricter requirements shall govern. Time is of the essence in this Agreement.

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

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

- a. Construction Inspection Fee (9% x \$152,872) **\$13,758.48**
- b. Grading Fee..... **\$2,152.00**
Application Processing Fee = (2 hrs x \$172/hr = \$344) plus \$1,118
(Fee for 600 Cubic Yards) plus Erosion Control Monitoring (30
Days x \$23/Day = \$690)
- c. Local Drainage Fee (project is located in Zone 90, 2.5 Acres x **\$0.00**
\$3,414/acre = \$8,535 to be paid at Cert. of Occupancy per COA
114).....
- d. Parkland Fee (10 Units at \$16,691 = \$166,910 to be paid at Cert. of
Occupancy per COA 115) \$0.00
- e. Improvement Plan Review and Filing Fee (\$13,244 + \$1,720)..... **\$14,964.00**
- f. Final Map Review (\$2,752 + (11 Lots x \$172/Lot = 1,892) = \$4,644) **\$4,644.00**
- g. Additional Plan Review Fee:
 hours @ per hour **\$0.00**

h.	Other:	\$24,633.00
	Acceptance of Improvements and Dedication Fee (\$3,440)	
	Archiving Documents (\$1,000)	
	Condition Compliance (\$5,000)	
	Document Scanning ((9 Sheets x \$3.50/Sheet) + (1 Sheet x \$1.50/Sheet = \$33.00))	
	Encroachment Permit Filing Fee (\$86)	
	Encroachment Permit Application Processing Fee (\$344)	
	Erosion Control Security (\$5,000)	
	New Lot Creation (11 Lots x \$344/Lots = \$3,784)	
	Pad Certification (11 Pads x \$86/Pad = \$946)	
	Restoration Security (\$5,000)	
	Subtotal	\$24,633.00
	Less Amount Previously Paid	\$0.00
	Total	\$24,633.00

5. **Additional Fees.** All additional fees required by the Concord Municipal Code shall be paid to the City prior to the issuance of a Certificate of Occupancy for each dwelling unit within the subdivision.

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

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

1. **Faithful Performance.** The security shall consist of the following:
 - a. A cash deposit, or certified or cashier's check, or an acceptable corporate surety bond for at least **\$167,079.60**; and
 - b. The **\$13,758.48** construction inspection fee paid under Subsection 4.a above which shall become a part of the security in the event Subdivider fails to meet his/her obligation prescribed under this Agreement.

The above Faithful Performance security totals **\$180,838.08**.

2. **Labor and Materials.** Security for at least **\$167,079.60**, which is the total estimated cost of the work, security payment to the contractor, to his subcontractor, and to persons renting equipment or furnishing labor or materials to them or to the Subdivider.
 - a. **Warranty Security.** Upon acceptance of the subdivision improvements by the City, the Subdivider shall provide security in the amount required by the City Engineer to guarantee the improvements throughout the warranty period of one year following completion and acceptance of the improvements. The amount of the warranty security shall be not less than 15 percent of the cost of the construction of the improvements., including the cash bond, which shall be retained for the one-year warranty period. The form of warranty security provided by Subdivider shall comply with CMC Section 17.35.070(c).
 - b. **Release.** Release of any improvement security shall be in accordance with Concord Municipal Code Section 17.35.070(f).

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

8. **Warranty.** Subdivider represents and warrants that said improvement plan is adequate to accomplish this work as promised in Section 1. If at any time before the City's formal, final acceptance of the subdivision improvements the City Engineer reasonably determines that either the improvements and/or the improvement plan contain defects, failures, errors, or does not comply with applicable laws and statutes, Subdivider shall make changes necessary to address these deficiencies. upon formal final

acceptance of the public improvements by the City, ownership of the public improvements constructed pursuant to this Agreement shall vest in City.

9. **No Waiver by City.** Inspection of work and/or materials, or approval of work and/or materials inspected, or statement by any officer, agent, or employee of the City indicating the work, or any part thereof, complies with the requirements of this Agreement, or acceptance of the whole or any part of said work and/or materials, or payments thereof, or any combination, or all of these acts shall not relieve Subdivider of his/her obligation to fulfill this contract as prescribed; nor shall the City be thereby estopped from bringing any action for damages arising from the failure to comply with any of the terms and conditions hereof.
10. **Indemnity.** Pursuant to Concord Municipal Code Section 17.35.050(g), to the extent permitted by applicable law, and except to the extent caused by the City's sole or active negligence or willful misconduct, Subdivider shall hold harmless and indemnify and defend the indemnitees from the liabilities as defined in this section. This indemnification provision shall survive final formal acceptance of any improvements.
 - A. **The indemnitees** benefited and protected by this promise are the City and its elective and appointive boards, commissions, officers, agents, and employees;
 - B. **The liabilities** protected against are any liability of claim for damage of any kind actually or allegedly suffered, incurred, or threatened because of actions defined below, and including personal injury, death, property damage, inverse condemnation, or any combination of these, and regardless of whether or not such liability, claim, or damage was unforeseeable at any time before City approved the improvement plan or accepted the improvements as completed, and including the defense of any suit(s), action(s), or other proceeding(s) concerning these;
 - C. **The actions causing liability** are any act or omission (negligent or non-negligent) in connection with the matters covered by this Agreement and attributable to Subdivider, contractor, subcontractor, or any officer, agent, or employee of one (1) or more of them, any and all present and future liabilities, obligations, orders, claims, damages, fines, penalties, and expenses (including reasonable attorneys' fees and costs) arising out of or in any way connected with the improvements or Subdivider's performance or failure to perform under this Agreement. The

indemnification in this section is not conditioned or dependent on whether or not any indemnitee has prepared, supplied, or approved any plan(s) or specification(s) in connection with this work or subdivision, or has insurance or other indemnification covering any of these matters.

11. **Insurance.** Subdivider shall, at its own expense, procure and maintain in full force at all times during the term of this Agreement the following insurance:
 - A. **Commercial General Liability Coverage.** Subdivider shall maintain commercial general liability insurance with limits of no less than one million dollars (\$1,000,000) combined single limit per occurrence or two million dollars (\$2,000,000) aggregate limit for bodily injury, personal injury, and property damage.
 - B. **Automobile Liability Coverage.** Subdivider shall maintain automobile liability insurance covering all vehicles used in the performance of this Agreement providing a one million dollar (\$1,000,000) combined single limit per occurrence for bodily injury, personal injury, and property damage.
 - C. **Compliance with State Workers' Compensation Requirements.** Subdivider covenants that it will insure itself against liability for Workers' Compensation pursuant to the provisions of California Labor Code §3700, et seq. Subdivider shall, at all times, upon demand of the City, furnish proof that Workers' Compensation Insurance is being maintained by it in force and effect in accordance with the California Labor Code. The insurer shall also agree to waive all rights of subrogation against the City, its officers, officials, employees and volunteers for losses arising from work performed by Subdivider for City. This provision shall not apply upon written verification by Subdivider that Subdivider has no employees.
 - D. **Other Insurance Provisions.** The policies are to contain, or be endorsed to contain the following provisions:
 1. **Additional Insured.** City, its officers, agents, employees, and volunteers are to be covered as an additional insured as respects: Liability arising out of activities performed by or on behalf of Subdivider and operations of Subdivider, premises owned, occupied, or used by Subdivider. The coverage shall contain no special limitations on the scope or protection afforded to City, its officers, officials, employees, or volunteers. Except for

worker's compensation and professional liability insurance, the policies mentioned in this subsection shall name City as an additional insured and provide for notice of cancellation to City. Subdivider shall also provide timely and prompt notice to City if Subdivider receives any notice of cancellation or nonrenewal from its insurer.

2. **Primary Coverage.** Subdivider's insurance coverage shall be primary insurance with respect to City, its officers, officials, employees, and volunteers. Any insurance, risk pooling arrangement, or self-insurance maintained by City, its officers, officials, employees, or volunteers shall be in excess of Subdivider's insurance and shall not contribute with it.
3. **Reporting Provisions.** Any failure to comply with the reporting provisions of the policy shall not affect the coverage provided to the City, its officers, officials, employees, or volunteers.
4. **Verification of Coverage.** Subdivider shall furnish City with certificates of insurance and the original endorsements effecting coverage required by this Agreement. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The aforementioned policies shall be issued by an insurance carrier having a rating of Best A-7 or better which is satisfactory to the City Attorney and shall be delivered to City at the time of the execution of this Agreement or before work commences. Such policies and certificates shall be in a form approved by the City Attorney. City reserves the right to require complete certified copies of all required insurance policies at any time.

12. **Compliance with Laws; Encroachment Permits; Costs.** Subdivider shall carry out the work of public improvements described in Section 1 in conformity with all applicable laws, including without limitation, all applicable state labor laws and standards; any applicable Public Contract Code requirements; City development standards; applicable building, plumbing, mechanical and electrical codes; all other provisions of the Concord Municipal Code; and all applicable disabled and handicapped access requirements, including without limitation, the American with Disabilities Act, 42 U.S.C. 12101, et seq., Government Code 4450, et, seq., Government Code section 11135 et seq. and the Unruh Civil

Rights Act, Civil Code section 51 et seq. Nothing herein shall prevent Subdivider from contesting, in good faith, by proper proceedings, the validity or applicability of any such applicable laws. Subdivider shall obtain, at its sole cost and expense, any encroachment permits and other permits required by City or other governmental agencies in order to perform the work of improvements. Subdivider shall pay, when due, all the costs of the work, including inspections thereof and relocating existing utilities required thereby.

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

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

17. **Independent Contractor.** The parties understand and acknowledge that Subdivider, its agents, employees, consultants, subconsultants, experts, contractors, and subcontractors are and shall at all times remain wholly independent contractors as to the City. Neither the City nor any of its officers or employees shall have any control over the manner by which the Subdivider performs this Agreement and shall only dictate the results of the performance. Subdivider shall not represent that Subdivider or its agents, employees, consultants, subconsultants, experts, contractors, or subcontractors are agents or employees of the City, and Subdivider shall have no authority, express or implied, to act on behalf of the City in any capacity whatsoever as an agent, and shall have no authority, express or implied, to bind the City to any obligation whatsoever, unless otherwise provided in this Agreement.

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

New Copperleaf Holdings, LLC

Dated: June, 2014

By: 
Albert D. Seeno, Jr.
~~OWNER~~/Manager

CITY OF CONCORD, a municipal corporation

Dated: _____

By: _____

Valerie Barone, City Manager

ACKNOWLEDGEMENT

STATE OF CALIFORNIA
COUNTY OF CONTRA COSTA

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

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

WITNESS my hand and official seal.

Signature _____
CITY CLERK

APPROVED AS TO FORM:

SUBDIVIDER:

By: _____
City Attorney

By: _____
Name
Signer's Capacity

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

ACKNOWLEDGEMENT

STATE OF CALIFORNIA
COUNTY OF CONTRA COSTA

On July 22, 2014 before me, Lindsey D. Jacobson, a Notary Public
personally appeared

Albert D. Seeno, Jr.

of the July 22, 2014

who proved to

me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument, and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature Lindsey D. Jacobson
NOTARY PUBLIC, STATE OF CALIFORNIA



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

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

APN(s): 113-133-008

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

**STORMWATER TREATMENT SYSTEMS
OPERATION AND MAINTENANCE AGREEMENT
Project: Copperleaf**

THIS STORMWATER TREATMENT SYSTEMS OPERATION AND MAINTENANCE AGREEMENT (“**Agreement**”) is made and entered into _____, 20__ (“**Effective Date**”), by and between the City of Concord (“**City**”) and New Copperleaf Holdings, LLC, a California limited liability company (“**Property Owner**”).

RECITALS

- A. Property Owner is the owner of real property commonly known as Copperleaf, Concord, CA, 94519, identified on the subdivision Map entitled “Subdivision 9162 Copperleaf” filed for record in Contra Costa County, California on _____, 201_, in Book _____ of Maps at pages _____, including any subsequently-recorded amended final maps, parcel maps, certificates of correction, lot-line adjustments, and/or records of survey (“**Property**”), as more particularly described in the attached Exhibit A.
- B. A homeowners association shall be formed and shall be responsible, in perpetuity, for the maintenance, repair, and replacement of, among other things, the access easements, bioretention/infiltration planters, and all permanent stormwater management facilities included in the City-approved Stormwater Treatment Systems Improvement Plans (defined below) and O&M Manual (defined below), consistent with the City’s Condition of Approval No. 70, attached hereto as Exhibit B.
- C. Property Owner is the “Declarant” under those certain conditions, covenants and restrictions for the Property entitled Copperleaf Maintenance Association Declaration of Restrictions (“**CC&Rs**”), which were recorded on _____, 2014, as Instrument No. _____ in the official records of the Contra Costa County Recorder, California.
- D. City owns certain streets, storm drains, and other real property interests in the City of Concord, California, including in the vicinity of the Property.
- E. City is subject to the Contra Costa Countywide NPDES Municipal Stormwater Permit No. CAS0029912 issued by Order No. 99-58 on July 21, 1999, amended by Order No. R2-2003-0022 on February 9, 2003, amended by Order Nos. R2-2004-059 and R2-2004-0061 on July 21, 2004, and amended by Order No. R2-2006-0050 on July 12, 2006, and any amendments thereto or re-

issuances thereof (“NPDES Permit”).

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

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

H. The NPDES Permit, City’s Stormwater Management and Discharge Control Ordinance (Concord Municipal Code Sections 86-31 through 86-70, inclusive), stormwater related guidelines, criteria and other written directions, and any amendments thereto (collectively, “**Stormwater Regulations**”), development conditions of approval, and the health, safety and welfare of the citizens of Concord, require that the Stormwater Treatment Systems be properly constructed, and adequately operated, and maintained on the Property by the Property Owner.

I. City has approved the Stormwater Control Operation and Maintenance Plan prepared by Apex Civil Engineering & Land Surveying dated December 31, 2013 (“**O&M Manual**,” attached hereto as Exhibit D). The O&M Manual includes a detailed description of and schedule for long-term maintenance activities of the Stormwater Treatment Systems. The O&M Manual may be subsequently modified from time to time, subject to City’s prior written approval.

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

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing premises, the mutual covenants contained herein, and the following terms and conditions, the parties hereto agree as follows:

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

2. **Inspection and Annual Report.** The undersigned Property Owner is required to form the homeowners association (“**Association**”) and record the CC&Rs against the entire Property; such formation is further described in **Sections 4.1 and 5.7** of the CC&Rs (“**Formation**”). Upon Formation, Property Owner shall provide the Association with a copy of this Agreement and the then-current Plans, and shall promptly notify City in writing of the name of the Association, the Association’s manager (if any), and the Association address to be used for notices hereunder (see **Section 13** below). Before Formation, the undersigned Property Owner shall fully bear all responsibilities under this Agreement. After Formation, references in this Agreement to “Property Owner” shall mean the Association. In compliance with the City’s Condition of Approval No. 70, Property Owner shall have a qualified inspector conduct a minimum of one (1) annual inspection of the Stormwater Treatment Systems before the wet season, between August 1st and October 1st each year. City shall notify Property Owner if more frequent inspections are required. The results of each inspection shall be recorded on an “**Inspection and Maintenance Checklist**” (form attached as **Exhibit E**). Attached as **Exhibit F** is a form Annual Operation and Maintenance Inspection Report (“**Annual Report**”), which Property Owner shall complete annually in order to verify that inspection and maintenance of the Stormwater Treatment Systems have been conducted pursuant to this Agreement. The Annual Report shall include all completed Inspection and Maintenance Checklists for the reporting period and a record of the volume of all accumulated sediment removed as a result of the Stormwater Treatment Systems. The Annual Report shall be submitted no later than December 31 of each year, under penalty of perjury, to the City at the address in **Section 13**, below, or to another member of City staff if and as directed by City in writing.

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

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

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

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

Any and all such text, conditions, and agreements shall be subject to the approval of the City Engineer and the City Attorney. Other provisions regarding Property transfer are set forth in **Section 12** below.

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

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

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

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

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

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

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

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

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

12. Scope of Liability; Transfer of Property. This Agreement runs with the land and any portion thereof, and applies to and shall bind and be obligatory on the Declarant, the Association, and all present and subsequent owners of the Property or any portion thereof, including their respective successor and assignee owner(s). Each such person or entity is a “**Property Owner**” responsible in perpetuity but limited to the extent of his, her or its ownership of the Property or any portion thereof, provided that after Formation, the Association shall be considered the “**Property Owner**” with respect to the entire Property for purposes of the obligations under this Agreement. To the extent allowed by law and consistent with City Condition of Approval No. 70, it is the parties’ intent that the Association be primarily liable for any and all acts or omissions, including those of any owner of the Property or a portion thereof (such as an individual lot), under this Agreement with respect to the O&M of the Stormwater Treatment Systems. The Association shall have such remedies against the potentially responsible parties as are described in the CC&Rs.

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

13. Notices. Except as otherwise stated, all notices given under this Agreement must be in writing. Such notices shall be addressed to City and to the then-current Property Owner at the address indicated below. Concord Municipal Code Sections 1-17 through 1-19, inclusive, and any amendments thereto, shall apply to notices under this Agreement.

City:

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

Property Owner (before Formation):

New Copperleaf Holdings, LLC
Attention: Legal Department
4021 Port Chicago Highway
Concord, CA 94520
Telephone: (925) 671-7711
Facsimile: (925) 687-3366

Property Owner (after Formation):

Copperleaf Homeowners Association
4021 Port Chicago Highway
Concord, CA 94520
Telephone: (925) 671-7711
Facsimile: (925) 687-3366

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

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

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

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

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

19. Effective Date and Modification. This Agreement is effective as of the Effective Date. This Agreement shall not be modified except by written instrument executed by City and the then-current Property Owner. Modifications shall be effective upon the date of execution and shall be recorded against the Property.

[signatures follow on next page]

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

PROPERTY OWNER:

NEW COPPERLEAF HOLDINGS, LLC,
a California limited liability company

By:



[signature must be notarized]

Name:

Albert D. Seeno, Jr.

Its:

Manager

By:

[signature must be notarized]

Name:

Its:

CITY:

CITY OF CONCORD, a California municipal corporation

By:

Valerie J. Barone, City Manager
[signature must be notarized]

ATTEST:

By:

Mary Rae Lehman, City Clerk

APPROVED AS TO FORM:

By:

Mark S. Coon, City Attorney

Exhibit List

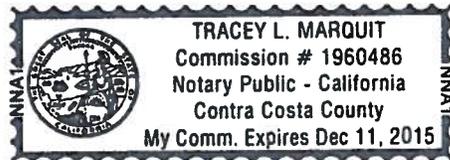
- Exhibit A – Legal Description of Property
- Exhibit B – City’s Condition of Approval No. 70
- Exhibit C – Improvement Plans
- Exhibit D – O&M Manual
- Exhibit E – [Form] Inspection and Maintenance Checklist
- Exhibit F – [Form] Annual Report

STATE OF CALIFORNIA)
)
COUNTY OF CONTRA COSTA)

On ~~November~~ 19, 2014, before me, Tracey L. Marquit *****, a Notary Public, personally appeared Albert D. Seeno, Jr. *****, who proved to me on the basis of satisfactory evidence to be the person~~(s)~~ whose name~~(s)~~ is/~~are~~ subscribed to the within instrument, and acknowledged to me that he/~~she~~ executed the same in his/~~her~~ authorized capacity~~(ies)~~, and that by his/~~her~~ signature~~(s)~~ on the instrument the person~~(s)~~, or the entity upon behalf of which the person~~(s)~~ acted, executed the instrument.

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

WITNESS my hand and official seal.



Tracey L. Marquit
Notary Public

STATE OF CALIFORNIA)
)
COUNTY OF CONTRA COSTA)

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

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

WITNESS my hand and official seal.

Notary Public

Exhibit A

EXHIBIT A

LEGAL DESCRIPTION OF PROPERTY

Lot 1 thru 11 of that certain Subdivision Map No. 9162 filed for record on _____, 20__ in
B o o k _____ of Maps, at P a g e _____, Contra Costa County Records.

EXHIBIT "A"

Exhibit B

- 1 70. Three copies of project Covenants, Codes, and Restrictions (CC&Rs) shall be submitted with
2 the Grading and Improvement Plans and Final Map, for review. The CC&Rs shall be
3 submitted to the Planning Division and Public Works for review and include the following
4 provisions (subject to final approval by the Department of Real Estate):
- 5 a. A Homeowners Association (HOA), shall be formed and shall be responsible in
6 perpetuity, for the maintenance, repair, and replacement of:
 - 7 i. Private street, access easements, sidewalks, fencing and columns, retaining
8 walls, bioretention/infiltration planters, v-ditches, and streetlight utilities.
 - 9 ii. All permanent stormwater management facilities included in the approved
10 Stormwater Control Plan and the approved Stormwater Control Operations and
11 Maintenance Plan.
 - 12 b. Contain a statement that in the event these areas or facilities are not properly
13 maintained, repaired or replaced according to the approved plans, each property owner
14 shall be responsible for their proportionate share of these costs, secured by a lien on the
15 property in favor of the HOA, in accordance with the HOA procedures.
 - 16 c. Provide reciprocal easements over all common parcels for maintenance purposes.
 - 17 d. The HOA shall be responsible for enforcing the CC&Rs and providing written notice
18 of any violation to the property owners.
 - 19 e. The HOA shall provide the Planning Division with the name, address and phone
20 number of the current HOA representative.
 - 21 f. Clean all on-site storm drain facilities a minimum of twice a year, once immediately
22 prior to October 15 and once in January. Additional cleaning may be required if found
23 necessary by the City.
 - 24 g. Enter into a Private Road Maintenance Agreement acceptable to the City prior to the
25 approval of Final Map, agreeing to provide for proper maintenance of the private street,
26 storm drain outside of the public street right-of-way, street lights, and other privately
27 maintained improvements pursuant to CMC § 94-33. *(PLNG, ENGR, CA)*

28 **GRADING/EROSION CONTROL/GEOLOGIC**

- 71. Submit a Geotechnical Report with the Grading Plans and Building Plans, pursuant to CMC §
86-73 and § 94-93 that addresses and provides recommendations for grading, drainage, walls,
building foundations, and pavement structural sections. *(ENGR)*
- 72. All grading shall require a Grading and Drainage Plan prepared by a registered Civil Engineer,
a Soils Report prepared by a registered Geotechnical Engineer and receipt of a Grading Permit
approved by the City Engineer. *(ENGR)*
- 73. Contour grading techniques shall be employed throughout the project to achieve a more
natural appearance, even where this will increase the amount of grading. Tops of cuts or toes
of fills adjacent to existing public rights-of-way or easements shall be set back two feet
minimum from said rights-of-way and easements. All cut-and-fill slopes in excess of five feet
in height shall be rounded both horizontally and vertically. *(ENGR)*
- 74. Grading on adjacent properties shall require written approval from the affected property
owners. Written approval shall be submitted to the City for review and approval prior to
grading on adjacent properties. *(ENGR)*

//

Exhibit C

GENERAL NOTES

- ALL MATERIALS AND METHODS OF CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE LATEST CITY OF CONCORD STANDARD PLANS AND SPECIFICATIONS, AND SUBJECT TO INSPECTION BY THE CITY OF CONCORD ENGINEERING DIVISION.
- AT LEAST ONE SET OF APPROVED PLANS SHALL BE ON THE SITE AT ALL TIMES FOR INSPECTION. ANY DEVIATION FROM THE APPROVED PLANS DURING CONSTRUCTION WILL REQUIRE 48 HOURS PRIOR NOTICE AND APPROVAL OF THE CITY OF CONCORD ENGINEERING DIVISION.
- THE PERMITTEE/CONTRACTOR SHALL NOTIFY THE CITY OF CONCORD ENGINEERING DIVISION TWO (2) BUSINESS DAYS PRIOR TO THE START OF ANY WORK.
- IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO ASCERTAIN THE EXISTENCE OF ANY AND ALL UNDERGROUND FACILITIES, WHICH MAY BE SUBJECT TO DAMAGE BY REASON OF HIS OPERATIONS. THE CONTRACTOR SHALL NOTIFY UNDERGROUND SERVICE ALERT (USA) AT (800) 842-2444, 48 HOURS PRIOR TO ANY EXCAVATION WORK. WORK SHALL START WITHIN 5 DAYS AFTER THE ISSUANCE OF A USA INDUSTRY IDENTIFICATION NUMBER. COMPLETE REMOVAL OF THE USA MARKINGS SHALL BE WITHIN 2 WORKING DAYS AFTER COMPLETION OF THE EXCAVATION, BACKFILL AND SURFACE REPLACEMENT OR FOURTEEN (14) CALENDAR DAYS FOLLOWING THE ISSUANCE OF THE USA MARKINGS NOT REMOVED WITHIN THE INDUSTRY IDENTIFICATION NUMBER, WHICHEVER IS LATER. THE MARKINGS WILL BE BELIEVED TO THE PERMITTEE INCLUDING ASSOCIATED CITY ADMINISTRATION COSTS.
- CONTACTING USA DOES NOT RELIEVE THE CONTRACTOR FROM HIS RESPONSIBILITY TO DETERMINE LOCATION AND DEPTH OF BURIED UTILITIES OR REPAIR OF BURIED UTILITIES DAMAGED BY HIS OPERATION.
- WHERE SPECIFIED, HOPE OR CORRUGATED POLYETHYLENE PIPE (PEP) SHALL HAVE A SMOOTH INTERIOR LINING. THE PIPE JOINTS SHALL BE THE SPLIT JOINT (GASKETS COAGULATED TO THE JOINT). THE JOINTS SHALL BE ENGAGED AT LEAST FOUR (4) CORBUATIONS. NEOPRENE GASKETS ARE TO BE USED TO REDUCE LEAKAGE, UNLESS OTHERWISE APPROVED IN WRITING BY CITY ENGINEER. WHERE DUCTILE IRON PIPE IS SPECIFIED FOR OFFSITE STORM DRAINAGE, IT SHALL BE CLASS 52.
- SITE PREPARATION, GRADING, FILL PLACEMENT AND COMPACTION SHOULD CONFORM TO THE RECOMMENDATIONS CONTAINED IN THE ENGeo "GEOTECHNICAL EXPLORATION REPORT" FILE NO. 7266.1.001.01, DATED JULY 31, 2006, AND SHOULD BE OBSERVED BY THE SOILS ENGINEER. NOTIFY THE SOILS ENGINEER AT LEAST 48 HOURS PRIOR TO GRADING.
- A GRADING PERMIT IS REQUIRED PRIOR TO COMMENCEMENT OF GRADING. A COPY OF THE GRADING PERMIT IS REQUIRED TO BE ON SITE AT ALL TIMES.
- STOCKPILED TOP-SOIL SHALL BE UTILIZED FOR ONSITE REVEGETATION ONLY.
- GRADING OPERATIONS SHALL BE CONDUCTED IN ACCORDANCE WITH THE RECOMMENDATIONS CONTAINED IN THE ENGeo "GEOTECHNICAL EXPLORATION REPORT" FILE NO. 7266.1.001.01, DATED JULY 31, 2006, AND SHOULD BE OBSERVED BY THE SOILS ENGINEER. NOTIFY THE SOILS ENGINEER AT LEAST 48 HOURS PRIOR TO GRADING.
- SUBSEQUENT TO THE COMPLETION OF THE WORK, THE SOILS (GEOTECHNICAL) ENGINEER SHALL SUBMIT A COMPLIANCE TO THE CITY ENGINEER STATING THAT ALL WORK HAS BEEN DONE IN GENERAL ACCORDANCE WITH THE ENGeo, INC. "GEOTECHNICAL EXPLORATION REPORT" FILE NO. 7266.1.001.01, DATED JULY 31, 2006.
- NOISE-PRODUCING CONSTRUCTION ACTIVITY (INCLUDING PLAYING OF RADIO OR MUSIC) AND GRADING OPERATIONS SHALL BE LIMITED TO WEEKDAYS (MONDAY THROUGH FRIDAY) EXCEPT CITY HOLIDAYS AND FROM THE HOURS OF 7:00 A.M. TO 5:00 P.M., 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 CITY ENGINEER. REQUESTS FOR CHANGES MUST BE MADE A MINIMUM OF 72 HOURS PRIOR TO THE REQUEST FOR CHANGE.
- IT SHALL BE UNDERSTOOD THAT THE TERM "CITY ENGINEER" AS USED HEREIN IS THE CITY ENGINEER OF THE CITY OF CONCORD OR AN AUTHORIZED REPRESENTATIVE.
- A PRE-CONSTRUCTION CONFERENCE SHALL BE SCHEDULED AT LEAST TEN WORKING DAYS IN ADVANCE OF COMMENCEMENT OF ANY CONSTRUCTION WORK FOR THE IMPROVEMENTS DELINEATED WITHIN THIS SET OF PLANS. THE FOLLOWING INDIVIDUALS SHALL BE IN ATTENDANCE: OWNER/DEVELOPER, CONTRACTOR (S), CITY ENGINEER, ENGINEER, SOILS ENGINEER, CONSTRUCTION INSPECTOR, OR THEIR AUTHORIZED REPRESENTATIVES.
- THE CONTRACTOR SHALL SUBMIT A SCHEDULE OF ALL GRADING OPERATIONS AND RECEIVE APPROVAL OF SAID SCHEDULE FROM THE CITY ENGINEER PRIOR TO OR THE DAY OF THE PRE-CONSTRUCTION CONFERENCE. THE EARTHWORK QUANTITY FOR OFFSITE GRADING IS INCLUDED IN THE QUANTITY AS SHOWN ON THE ON-SITE GRADING PLAN.
- 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 NOT DISTURB OR DESTROY ANY PERMANENT SURVEY POINTS WITHOUT THE CONSENT OF THE CITY OF CONCORD CITY ENGINEER. ANY PERMANENT MONUMENTS OR POINTS DISTURBED OR DESTROYED SHALL BE REPLACED BY A QUALIFIED REGISTERED CIVIL ENGINEER OR LICENSED SURVEYOR AT THE CONTRACTOR'S EXPENSE.
- ALL CONSTRUCTION STAKING SHALL BE DONE BY A QUALIFIED REGISTERED CIVIL ENGINEER OR LICENSED SURVEYOR UPON COMPLETION OF GRADING. THE CONTRACTOR SHALL REQUEST THE LICENSED LAND SURVEYOR TO CHECK THE GRADES AND CERTIFY THAT THE PADS ARE GRADED TO WITHIN 0.10 FOOT OF FINISH PAD GRADE.
- THE CONTRACTOR SHALL PROVIDE FOR INGRESS AND EGRESS FOR PRIVATE PROPERTY ADJACENT TO THE WORK AREA THROUGHOUT THE PERIOD OF CONSTRUCTION.
- THE CONTRACTOR IS RESPONSIBLE FOR MATCHING EXISTING STREETS, SURROUNDING LANDSCAPE AND OTHER IMPROVEMENTS WITH A SMOOTH TRANSITION IN GRADE AVOIDING ANY ABRUPT OR APPARENT CHANGES IN GRADE OR CROSS SLOPE, LOW SPOTS OR HAZARDOUS CONDITIONS.

- EXISTING CURB AND SIDEWALK WITHIN THE PROJECT LIMITS THAT ARE DAMAGED OR DISPLACED, EVEN IF THE DAMAGE IS MINOR, SHALL BE REPAIRED OR REPLACED, EVEN IF THE DAMAGE OR DISPLACEMENT OCCURRED PRIOR TO ANY WORK PERFORMED BY THE CONTRACTOR.
- THE CONTRACTOR SHALL CONTROL DUST BY WATERING EXPOSED SURFACES AS NEEDED. INCREASED WATERING SHALL BE REQUIRED WHEN WIND SPEEDS EXCEED 10 MPH OR WHEN DIRECTED BY THE CITY.
- 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 CITY.
- A DISPOSAL SITE FOR ANY OFF-SITE HAUL OF DIRT MATERIALS SHALL BE APPROVED BY THE CITY PRIOR TO APPROVAL OF THE GRADING PERMIT. THE OFF-SITE HAUL ROUTE FOR EXCESS DIRT OR CONSTRUCTION DEBRIS IS SUBJECT TO APPROVAL OF THE CITY ENGINEER.
- EXCAVATIONS SHALL BE ADEQUATELY SHORED, BRACED AND SHEETED SO THAT THE EARTH WILL NOT SLIDE OR SETTLE AND SO THAT ALL EXISTING IMPROVEMENTS OF ANY KIND WILL BE FULLY PROTECTED FROM DAMAGE. ANY DAMAGE RESULTING FROM A LACK OF ADEQUATE SHORING, BRACING AND SHEETING, SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR. WHERE THE EXCAVATION FOR A TRENCH, STRUCTURE AND/OR BORING OR JACKING PIT IS (S) FIVE FEET OR MORE IN DEPTH, THE CONTRACTOR SHALL CONFORM TO THE APPLICABLE CONSTRUCTION SAFETY ORDERS OF THE DIVISION OF INDUSTRIAL SAFETY OF THE STATE OF CALIFORNIA.
- ROUND CUT AND FILL SLOPES INTO EXISTING CONTOURS TO ACHIEVE A NATURAL EFFECT.
- ANY NEW CUT OR FILL SLOPES, WHETHER INTERIOR OR FINAL, SHALL BE HYDROMULCHED AND, OTHERWISE, PLANTED TO FACILITATE EROSION CONTROL BEFORE OCTOBER 15TH OF EACH YEAR. NO NEW CUT OR FILL SLOPES MAY BE CREATED BETWEEN OCTOBER 16TH AND APRIL 14TH WITHOUT CITY APPROVAL.
- POTENTIAL SOURCE OF WINDBLOWN PARTICULATES SHALL BE COVERED DURING SITE PREPARATION AND CONSTRUCTION ACTIVITIES AS NECESSARY OR AS DIRECTED BY THE CITY.
- ALL GRADING, SITE PREPARATION, PLAGING AND COMPACTION OF FILL SHALL BE DONE IN ACCORDANCE WITH THE CITY OF CONCORD STANDARDS, SPECIFICATIONS, SPECIFIC NOTES, DETAIL DRAWINGS AND PER THE RECOMMENDATIONS SPECIFIED IN THE SOILS INVESTIGATION REPORT PREPARED BY: ENGeo, INC., JOB NO. 7266.1.001.01, DATED JULY 31, 2006.
- ANY DEVIATION FROM THE APPROVED PLANS DURING CONSTRUCTION WILL REQUIRE A MINIMUM OF 72 HOURS PRIOR NOTICE TO THE ENGINEER AND APPROVAL OF THE CITY ENGINEER. AT LEAST ONE SET OF PLANS SHALL BE ON SITE AT ALL TIMES FOR INSPECTION PURPOSES.
- THE PROJECT APPLICANT SHALL SWEEP STREETS DAILY, OR AS NECESSARY, WITH WATER SWEEPERS IF VISIBLE SOIL MATERIAL IS CARRIED ONTO ADJACENT PUBLIC STREETS.
- A SEPARATE PERMIT IS REQUIRED FOR THE CONSTRUCTION OF RETAINING WALLS.
- THE CONTRACTOR SHALL SUBMIT HIS ANNUAL O.S.H.A. PERMIT AT THE PRE-CONSTRUCTION MEETING.

EROSION CONTROL NOTES

- ALL EROSION AND SEDIMENT CONTROL MEASURES SHALL BE CONSTRUCTED AND MAINTAINED IN ACCORDANCE WITH THE PROVISIONS OF THE ASSOCIATION OF BAY AREA GOVERNMENTS (ABAG) "A MANUAL OF STANDARDS FOR EROSION AND SEDIMENT CONTROL MEASURES" UNLESS OTHERWISE STATED WITHIN THESE GENERAL NOTES. EROSION CONTROL MEASURES ARE SUBJECT TO THE INSPECTION AND APPROVAL OF THE ENGINEERING SERVICES.
- BEST MANAGEMENT PRACTICES SHALL BE UTILIZED AT ALL TIMES TO COMPLY WITH THE CITY OF CONCORD STORM WATER MANAGEMENT AND DISCHARGE CONTROL ORDINANCE.
- EXCEPT AS OTHERWISE DIRECTED BY THE INSPECTOR, ALL DEVICES SHOWN ON THE EROSION CONTROL PLAN SHALL BE IN PLACE AT THE END OF EACH WORK DAY AND ALL EROSION CONTROL FACILITIES MUST BE INSPECTED AT THE END OF EACH WORKING DAY DURING THE RAINY SEASON (OCTOBER 1ST TO APRIL 15TH).
- AFTER OCTOBER 1ST, ALL EROSION CONTROL MEASURES WILL BE INSPECTED DAILY AND AFTER EACH STORM. BREACHES IN DIKES AND SWALES WILL BE REPAIRED AT THE CLOSE OF EACH DAY AND WHENEVER RAIN IS FORECAST.
- ALL LOOSE SOIL AND DEBRIS SHALL BE REMOVED FROM THE STREET AREAS UPON STARTING OPERATIONS AND DAILY THEREAFTER OR AS DIRECTED BY THE INSPECTOR. THE SITE SHALL BE MAINTAINED SO AS TO MINIMIZE SEDIMENT-LOADED RUNOFF TO ANY STORM DRAIN SYSTEM.
- AS A PART OF THE EROSION CONTROL MEASURES, UNDERGROUND STORM DRAIN FACILITIES SHALL BE INSTALLED COMPLETE AS SHOWN ON THE IMPROVEMENT PLANS.
- STAND BY CREWS SHALL BE ALERT BY THE PERMITTEE OR CONTRACTOR FOR EMERGENCY WORK DURING RAIN STORMS.
- GRADED AREAS, INCLUDING, BUT NOT LIMITED TO, CUT AND FILL SLOPES, STREETS, PARKING AREAS, APPLICATION OF STRAW WITH A TACKIFIER OR MULCH MAY BE REQUIRED BY THE CITY. SUGGESTED MIX DESIGN AS FOLLOWS:

BRONXUS CARINATUS	CALIFORNIA BROME	10 LBS/ACRE
DESCAMPESIA CAESPITOSA	RICIL WILDRYE	6 LBS/ACRE
ELIMUS TRITICOIDES	CREEPING WILDRYE	3 LBS/ACRE
KOBLERIA MARGRANTHA	NON	4 LBS/ACRE
MELICA IMPERFECTA	WESTERN MELIC GRASS	8 LBS/ACRE
MELICA IMPERFECTA	SMALL FLOWER MELIC	4 LBS/ACRE
STIPA LEPIDA	NEEDLEGRASS	4 LBS/ACRE
TOTAL		45 LBS/ACRE
- ALL GRADING OPERATIONS OTHER THAN LOT FINISH GRADING IS TO BE PERFORMED BEFORE THE RAINY SEASON, OCTOBER 1ST THROUGH APRIL 15TH. AN EROSION CONTROL PLAN MUST BE SUBMITTED BY SEPTEMBER 1ST AND APPROVED BY THE CITY OF CONCORD PRIOR TO THE COMMENCEMENT OF ANY SUCH GRADING OPERATIONS.

- ALL CUT AND FILL SLOPES AND PADS ARE TO BE PROTECTED TO PREVENT OVER BANK FLOW USING 4-INCH EARTH BERMS ON PERIMETER AND STRAW/FIBER MATS ON SLOPE AS SHOWN ON THE PLAN.
- BORROW AREAS AND TEMPORARY STOCKPILES SHALL BE PROTECTED WITH APPROPRIATE EROSION CONTROL MEASURES TO THE SATISFACTION OF THE CITY ENGINEER.
- ALL MATERIALS REFERENCED IN THIS PLAN SHALL BE STOCKPILED ON SITE BY OCTOBER 1ST AND INSTALLED AS SHOWN ON THE EROSION CONTROL PLANS, WHEN RAIN IS FORECAST OR WHEN DIRECTED BY THE INSPECTOR.
- GRAVEL BAGS REFERRED TO IN THE PRECEDING ITEMS MUST BE FULL APPROVED SANDBAG FILL MATERIALS SHALL BE DECOMPOSED GRANITE AND/OR GRAVEL OR OTHER MATERIALS APPROVED BY THE INSPECTOR.
- WHEN PAD ELEVATIONS OF ADJACENT LOTS OR ELEVATIONS BETWEEN LOT AND STREET ARE SEPARATED BY 6 FEET OR MORE, A MINIMUM 12-INCH BERM SHALL BE MAINTAINED ALONG THE TOP OF PAD AND PROPERTY LINE SEPARATING THE LOTS, AND THE BERM SHALL DIRECT THE WATER TO AN OUTLET.
- AFTER STORM DRAIN, SANITARY SEWER AND UTILITY TRENCHES ARE BACKFILLED AND COMPACTED, THE SURFACES OVER SUCH TRENCHES SHALL BE MOUNDING SLIGHTLY TO PREVENT CHANNELING OF WATER IN THE TRENCH AREA. CARE SHOULD BE EXERCISED TO PROVIDE FOR CROSS FLOW AT FREQUENT INTERVALS WHERE TRENCHES ARE NOT ON THE CENTERLINE OF A CROWNED STREET. TEMPORARY PAVE ALL TRENCHES IN EXISTING STREETS.
- GRAVEL BAGS, CATCH BASINS AND INLETS SHALL BE CLEANED OUT WHENEVER SEDIMENT REACHES 1/2-INCH IN ELEVATION AGAINST THE BASE OF THE GRAVEL BAG. IT IS THE CONTRACTOR'S RESPONSIBILITY TO CLEAN AND SERVICE GRAVEL BAGS, FILTERS, AND SEDIMENT BARRIERS. REPAIR AND/OR REPLACE THEM WHEN THEY DO NOT FUNCTION PROPERLY. AFTER PAVING, ALL CATCH BASINS SHALL BE PROVIDED WITH FOSSIL FILTERS OR AS RECOMMENDED AND/OR REQUIRED BY THIS PLAN.
- NEARBY OFF-SITE INLETS THAT MAY RECEIVE SEDIMENT-LOADED WATER SHALL BE PROTECTED. AND EQUIPMENT SHALL BE PROHIBITED WITHIN 100 FEET.
- REFUELING OF VEHICLES AND EQUIPMENT SHALL BE PROHIBITED WITHIN 100 FEET OF ALL DRAINAGES.
- ALL EQUIPMENT AND VEHICLES SHALL BE CLEAN OF GREASE AND/OR HYDRAULIC LEAKS.
- STENCIL ALL CATCH BASINS AND INLETS WITH A "NO DUMPING, DRAINS TO BAY", (ENGLISH AND SPANISH VERSION) THERMOPLASTIC FISH LOGO.

TRAFFIC CONTROL NOTES

- TRAFFIC CONTROL DURING CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE CURRENT EDITION OF "TRAFFIC CONTROLS IN CONSTRUCTION AND MAINTENANCE WORK ZONES" BY THE U.S. DEPARTMENT OF TRANSPORTATION.
- THE CONTRACTOR SHALL PROVIDE, AT ALL TIMES, LIGHTS, SIGNS, BARRICADES, CONES, FLAG MEN OR OTHER DEVICES NECESSARY TO PROVIDE FOR PUBLIC SAFETY AND TO MAINTAIN THE CONTRACTOR SHALL BE PROVIDED WITH A TRAFFIC CONTROL PLAN FOR APPROVAL. FOR APPROVAL BEFORE ANY WORK IS PERFORMED IN THE STREET.
- THE CONTRACTOR SHALL LIMIT ANY LANE CLOSURES TO ONE LANE AT A TIME AND TO ONE SIDE OF THE ROADWAY ON ANY UNDIVIDED STREET UNLESS OTHERWISE APPROVED IN WRITING BY THE CITY OF CONCORD ENGINEERING DEPARTMENT.
- THE PERMITTEE SHALL NOTIFY, IN WRITING, ANY PROPERTY/BUSINESS OWNERS OF IMPENDING DETOURS OR LANE CLOSURES THAT MAY IMPACT THEIR PROPERTY AND/OR BUSINESS. THE WRITTEN NOTICE WILL BE HAND DELIVERED THREE (3) BUSINESS DAYS PRIOR TO THE BEGINNING OF THE DETOUR AND LANE CLOSURE. THE NOTICE SHALL BE SUBMITTED TO THE CITY ENGINEER. THE CITY ENGINEER SHALL BE GIVEN AT LEAST TWO (2) BUSINESS DAYS PRIOR TO THE START OF WORK.
- OVERNIGHT STORAGE OF CONSTRUCTION MATERIALS AND/OR EQUIPMENT IS NOT PERMITTED IN THE PUBLIC RIGHT-OF-WAY UNLESS OTHERWISE APPROVED IN WRITING BY THE CITY OF CONCORD. NO STORAGE OF MATERIAL SHALL BE ALLOWED, AT ANY TIME, WITHIN 40 FEET OF AN INTERSECTION OR DRIVEWAY.

SEWER UTILITIES INSTALLATION NOTES

- NO MORE TRENCH SHALL BE EXCAVATED THAN MAY BE BACKFILLED AND COMPACTED WITHIN THE CURRENT WORKING DAY. A STEEL PLATE TO FACILITATE THE START OF NEXT DAYS WORK MAY COVER THE END OF THE TRENCH. THIS TRENCH PLATE SHALL NOT BE LEFT IN THE SAME LOCATION FOR MORE THAN ONE WORKING DAY. TRENCH PLATES LEFT FOR MORE THAN ONE DAY WILL BE REMOVED, BACKFILLED, COMPACTED, AND TEMPORARILY PAVED UNTIL WORK RESUMES.
- ALL TRENCH BACKFILL, WHICH LIES WITHIN EITHER EXISTING, NEW OR NON ROADWAY AREAS, SHALL CONFORM TO THE BACKFILL SPECIFICATIONS OF THE CITY OF CONCORD STANDARD PLAN S-17.
- ALL SANITARY SEWER INSTALLATIONS, PIPES AND STRUCTURES SHALL CONFORM TO CENTRAL CONTRA COSTA SANITARY DISTRICT REQUIREMENTS. ALL SEWER LATERALS SHALL HAVE CLEANOUTS 2'-0" BEHIND THE PUBLIC RIGHT-OF-WAY.
- ADD A BACKWATER OVERFLOW DEVICE AT THE BUILDING PER (CCSD SEC. 28-34).
- CONNECTION OF NEW SEWER LATERALS TO EXISTING MANHOLES SHALL BE INSTALLED AT THE TOP OF THE CONCRETE SHELF AT THE BOTTOM OF THE MANHOLE.

APPROVED
 DATE: 4-24-14
 CITY OF CONCORD PLANNING DEPT.
 FOR THE CITY ENGINEER
 DATE: 4/24/14

REVISIONS	NO.	BY	DATE	DESIGN:	JV
				DRAWN:	JV
				CHECKED:	BL
				PROJECT #:	13027

APEX
 CIVIL ENGINEERING & LAND SURVEYING

817 Arnold Drive, Ste. 50
 Martinez, CA 94553
 Ph: (925) 416-8499
 www.apexce.net

GRADING & IMPROVEMENT PLANS
GENERAL NOTES

COPPERLEAF - SUBDIVISION # 9162

CONCORD, CA

SHEET
 2 of 13
 DATE
 04-18-2014

CONDITIONS OF APPROVAL

PERMIT DESCRIPTION

- THESE CONDITIONS APPLY TO AND CONSTITUTE THE APPROVAL OF A VESTING TENTATIVE MAP (TM 08-001) FOR TRACT 9162 CONSISTING OF 11 INDIVIDUAL PARCELS ON 2.38 ACRES OF LAND, ZONED R-1.5. THE PROJECT SHALL BE CONSISTENT WITH THE DEVELOPMENT STANDARDS OF THE R-1.5 ZONING CLASSIFICATION.
- THESE CONDITIONS APPLY TO AND CONSTITUTE APPROVAL OF DESIGN REVIEW (DR 08-002) FOR 11 SINGLE-FAMILY HOMES, FRONT YARD LANDSCAPING, AND PERIMETER FENCING. EXTERIOR BUILDING MATERIALS AND COLORS SHALL BE IN SUBSTANTIAL CONFORMANCE WITH THE APPROVED PLANS AS FOLLOWS. NAMES OF PRODUCT MANUFACTURERS AND PRODUCT NUMBERS ARE FOR REFERENCE ONLY; APPLICANT MAY SUBSTITUTE EQUAL PRODUCTS FROM OTHER MANUFACTURERS.

LOT #	BODY	ROOF	TRIM/FASCIA	ENTRY DOOR	STONE	VEENER	ROOF
ELEV. A	CL2721W	CL2721W	MAGIC EYE CL2745D	ROBUST AC114N	MISTY LAKES LEDGESTONE	AC114N	FLAT ROOF-TILE
LOT 1	KNAPWEED CL2721W	MAGIC EYE CL2745D	MAGIC EYE CL2745D	ROBUST AC114N	MISTY LAKES LEDGESTONE	AC114N	FLAT ROOF-TILE
LOT 2	KID GLOVE CL2721W	WRINKLE CL2724D	ZORBA CL2721W	GALWAY CL2197N	N/A	N/A	S. ROOF-TILE
LOT 3	MANITOU CL2721W	THAT GREEN CL2724D	COMPOSED CWO48W	SEQUASTERED CL2847N	N/A	N/A	FLAT ROOF-TILE
LOT 4	SHALIMAR CL2721W	DOC PAW CL2724D	OTTERTAIL CLW1002W	CLEOPATRA CL2507A	N/A	N/A	FLAT ROOF-TILE
LOT 5	FIGMENTS CL2721W	TABBY CL2734D	MERE MORTAL CLW1011W	MICROBE CLV1133N	CHARDONNAY SOUTHERN LEDGESTONE	CSV-2054	S. ROOF-TILE
LOT 6	MANITOU CL2721W	THAT GREEN CL2724D	COMPOSED CWO48W	SEQUASTERED CL2847N	N/A	N/A	S. ROOF-TILE
LOT 7	KNAPWEED CL2721W	MAGIC EYE CL2745D	ROBUST RED AC114N	ROBUST RED AC114N	N/A	N/A	FLAT ROOF-TILE
LOT 8	SHALIMAR CL2721W	DOC PAW CL2734D	OTTERTAIL CLW1002W	CLEOPATRA CL2507A	RUSTIC SOUTHERN LEDGESTONE	CSV-2055	FLAT ROOF-TILE
LOT 9	KID GLOVE CL2721W	WRINKLE CL2724D	ZORBA CL2721W	GALWAY CL2197N	N/A	N/A	S. ROOF-TILE
LOT 10	PACKING NUT CL2721W	MEXICAN TAN CL2883D	JACK-IN-THE-PULPIT CL2883D	ORACLE CL2197N	N/A	N/A	FLAT ROOF-TILE
LOT 11	FIGMENTS CL2721W	TABBY CL2734D	MERE MORTAL CLW1011W	MICROBE CLV1133N	CHARDONNAY SOUTHERN LEDGESTONE	CSV-2054	S. ROOF-TILE
MANU.	FRAZEE	FRAZEE	FRAZEE	FRAZEE	CULTURED MONIERP/TILE	STONE	MONIERP/TILE

- THESE CONDITIONS APPLY TO AND CONSTITUTE APPROVAL OF TREE REMOVAL (RT 08-004) OF FOUR HERITAGE TREES.
- THE FOLLOWING EXHIBITS RECEIVED BY THE CITY OF CONCORD AND DATED AS OUTLINED BELOW ARE APPROVED AND SHALL BE INCORPORATED AS CONDITIONS OF APPROVAL.

TITLE SHEET	PLAN	DATE PREPARED	PREPARED BY	SHEET
SITE PLAN		DECEMBER 18, 2008	DISCOVERY BUILDERS, INC.	N/A
VESTING TENTATIVE MAP COVER SHEET		JANUARY 22, 2009	DISCOVERY BUILDERS, INC.	N/A
VESTING TENTATIVE MAP, PRELIMINARY GRADING PLAN, AND PRELIMINARY UTILITY PLAN		SEPTEMBER 2008	KIMLEY-HORN AND ASSOC., INC.	1 OF 6
DEVELOPMENT PLAN		SEPTEMBER 2008	AND ASSOC., INC.	2 OF 6
SECTIONS		SEPTEMBER 2008	KIMLEY-HORN AND ASSOC., INC.	3 OF 6
STORM WATER CONTROL PLAN		SEPTEMBER 2008	KIMLEY-HORN AND ASSOC., INC.	4 OF 6
DRAINAGE MANAGEMENT AREAS		SEPTEMBER 2008	KIMLEY-HORN AND ASSOC., INC.	5 OF 6
STORM WATER CONTROL PLAN DETAILS		SEPTEMBER 2008	KIMLEY-HORN AND ASSOC., INC.	6 OF 6
PRELIMINARY LANDSCAPE PLAN		DECEMBER 9, 2008	HVA LANDSCAPE ARCHITECTURE	1 OF 2
PRELIMINARY LANDSCAPE PLAN		DECEMBER 9, 2008	DISCOVERY BUILDERS, INC.	2 OF 2
ELEVATIONS/FLOOR PLANS		JANUARY 22, 2009	DISCOVERY BUILDERS, INC.	33 SHEETS
COPPERLEAF SITE FEATURES		DECEMBER 17, 2008	DISCOVERY BUILDERS, INC.	1 SHEET

GENERAL CONDITIONS

- THE CONDITIONS ARE THE RESPONSIBILITY OF THE APPLICANT AND ALL CONTRACTORS. COMPLIANCE SHALL OCCUR AS SPECIFIED IN THE CONDITIONS OR AT ONE OF THE FOLLOWING PROJECT MILESTONES:
 - WITH THE SUBMITTAL OF GRADING, IMPROVEMENT, LANDSCAPE OR BUILDING PLANS.
 - PRIOR TO ISSUANCE OF ENCROACHMENT, GRADING, OR BUILDING PERMITS, WHICHEVER COMES FIRST.
 - PRIOR TO APPROVAL OF THE FINAL MAP.
 - ON GOING DURING CONSTRUCTION.
 - PRIOR TO OCCUPANCY APPROVAL.
 - IF TIMING FOR COMPLIANCE IS NOT SPECIFIED, IT SHALL BE DETERMINED BY THE DIVISIONS LISTED AFTER THE CONDITION. (PLNG, BLDG, ENGR)
- THE PROJECT SHALL COMPLY WITH ALL APPLICABLE FEDERAL AND STATE LAWS AND CONCORD MUNICIPAL CODE (CMC) REQUIREMENTS. (PLNG, BLDG, ENGR)
- MINOR MODIFICATIONS FOUND TO BE IN SUBSTANTIAL CONFORMANCE WITH THE APPROVED PLANS SUCH AS LOT LINE ADJUSTMENTS AND COLORS AND PLANT MATERIALS MAY BE APPROVED THROUGH ADMINISTRATIVELY. MAJOR MODIFICATIONS SHALL BE APPROVED BY THE APPLICABLE DECISION MAKING BODY. (PLNG, ENGR)

- TWO ANNOTATED COPIES OF THE CONDITIONS OF APPROVAL SPECIFYING HOW EACH APPLICABLE CONDITION HAS/WAS GRADING, UTILIZED, LANDSCAPE, AND/OR BUILDING PLANS ARE SUBMITTED FOR PLAN CHECK, WHICHEVER COMES FIRST.
 - PRIOR TO APPROVAL OF THE FINAL MAP.
 - PRIOR TO OCCUPANCY APPROVAL. (PLNG, ENGR)

- PRIOR TO THE APPROVAL OF THE FIRST CERTIFICATE OF OCCUPANCY, THE DEVELOPER SHALL COMPLY WITH THE CITY'S INCORPORATED HOUSING ORDINANCES OR PAY FOR ALL NECESSARY SERVICES. (PLNG, HSBG)
 - RESOLUTION ESTABLISHING FEES AND CHARGES FOR VARIOUS MUNICIPAL SERVICES. (PLNG, HSBG)
 - THE PROJECT SITE AND AREA SURROUNDING THE SITE SHALL BE FENCED AND MAINTAINED IN A WEED AND LITTER FREE CONDITION FOR THE PERIOD PRIOR TO AND DURING CONSTRUCTION FROM THE DATE THE PROJECT RECEIVED ENTITLEMENTS TO THE DATE THE PROJECT IS ACCEPTED BY THE CITY. (BLDG, PLNG)

- THE PERIMETER FENCE/WALL ALONG THE NORTH AND WEST PROPERTY LINE SHALL BE INSTALLED WITHIN THREE WEEKS OF EXISTING FENCE REMOVAL. THE FENCE SHALL BE INSTALLED WITHIN TWO WEEKS OF THE PROPERTY IS PLANNED TO BE COMPLETED. THE FENCE SHALL BE COMPLETED WITHIN TWO WEEKS FROM THE DATE OF THE ORIGINAL FENCE, UNLESS OTHERWISE APPROVED BY THE PLANNING DIVISION (PLNG, ENGR)

- SUBMIT A SITE PLAN WITH THE PARKING DETAILS FOR ALL TEMPORARY REAL ESTATE OFFICES AND MODEL HOMES TO PLANNING AND ENGINEERING FOR APPROVAL PRIOR TO ISSUANCE OF BUILDING PERMITS. (PLNG, ENGR, BLDG)

ARCHITECTURAL

- REPLACE ONE OF THE TWO-STORY HOMES ON LOT 6 OR 7 WITH A SINGLE-STORY HOME. (PLNG)
- THE DEVELOPER SHALL HAVE THE FLEXIBILITY TO REPLACE THE TWO-STORY HOMES WITH SINGLE-STORY HOMES WITHOUT ADDITIONAL APPROVAL BY THE DESIGN REVIEW BOARD. (PLNG)
- LOCATE SECOND STORY WINDOWS IN A WAY THAT PROTECTS THE ADJACENT NEIGHBOR'S PRIVACY; CONSIDER INCORPORATING CLERESTORY WINDOWS AND/OR OPAQUE GLASS. (PLNG)
- REMOVE THE LAP SIDING FROM THE SECOND STORY PROJECTION (BEDROOM #4) OVER THE GARAGE PRIOR TO THE ISSUANCE OF A BUILDING PERMIT (LOT 10, PLAN 3316, ELEVATION B). (DRB)
- REMOVE THE LAP SIDING FROM THE PLANKING SIDES OF THE SECOND STORY PROJECTION PRIOR TO THE ISSUANCE OF A BUILDING PERMIT (BEDROOMS #2 AND #5) (LOT 4, PLAN 3392, ELEVATION B). (DRB)
- INCORPORATE MAINTENANCE REQUIREMENTS FOR DRIVEWAY TURF BLOCK IN THE C&RS OR MAINTENANCE AGREEMENT FOR THE SUBDIVISION PRIOR TO RECORDATION OF THE FINAL MAP. (DRB)
- TRANSITION THE USE OF DIFFERENT BUILDING COLORS ON THE INSIDE CORNERS OF THE BUILDING ENTRY ELEMENTS PRIOR TO THE ISSUANCE OF A BUILDING PERMIT. (DRB)
- VENTS, GUTTERS, DOWNSPOUTS, FLASHING, ELECTRICAL CONDUITS, ETC. SHALL BE PAINTED TO MATCH THE COLOR OF THE ADJACENT SURFACE, UNLESS OTHERWISE APPROVED BY THE PLANNING DIVISION. (PLNG)

LANDSCAPING

- SUBMIT FINAL LANDSCAPE PLANS PREPARED BY A LANDSCAPE ARCHITECT, REGISTERED BY THE STATE OF CALIFORNIA, FOR REVIEW AND APPROVAL WITH THE GRADING, IMPROVEMENT, OR BUILDING PLANS, WHICHEVER COMES FIRST. THE PLANS SHALL BE DRAWN ON OR BE CONSISTENT WITH THE GRADING, IMPROVEMENT, UTILITY, AND STORM WATER PLANS PREPARED BY THE CIVIL ENGINEER, WITH THE FOLLOWING EXCEPTION THAT LISTS ALL PLANT SPECIES (LATIN AND COMMON NAME), INCLUDING SIZE, QUANTITIES, SPACING AND ULTIMATE HEIGHT AND WIDTH.
 - BIO-SWALES OR OTHER STORM WATER TREATMENT AREAS.
 - EXISTING HERITAGE TREES TO BE SAVED AND IDENTIFICATION OF ALL REPLACEMENT TREES. TREES (MINIMUM SIZE 24-INCH BOX) AND SHRUBS (MINIMUM 5-GALLON; ACCENT OR SUB-SHRUBS MAY BE 1-GALLON).
 - A LAYOUT/HANDSCAPE PLAN SHOWING THE LOCATION AND DETAILS OF ALL NON-PLANT IMPROVEMENTS, WITH PHOTOGRAPHS AND DETAILS, SHOWING FINISHED GRADES, HANDSCAPE/PAVING TREATMENT, PLANTER DETAILS, FENCES, AND OTHER FEATURES. (PLNG)
- IRRIGATION PLANS SHALL BE SUBMITTED WITH THE FINAL LANDSCAPE PLANS IN COMPLIANCE WITH THE REQUIREMENTS OF CMC CHAPTER 114 "WATER CONSERVATION IN LANDSCAPING". ALL IRRIGATION PLANS SHALL INCLUDE THE FOLLOWING STANDARDS:
 - HIGH WATER PRESSURE AREAS SHALL HAVE PRESSURE REGULATION DEVICES ON THE IRRIGATION SYSTEM.
 - ALL LANDSCAPED AREAS SHALL HAVE FULLY AUTOMATIC IRRIGATION SYSTEMS WITH CIRCUITS ON DRIps AND CIRCUITS SHALL BE SEPARATED BASED ON WATER USE.
 - TREES SHALL BE WATERED WITH DRIP OR BUBBLER IRRIGATION SYSTEMS WITH CIRCUITS ON THEIR OWN CONTROL VALVE.
 - SPRINKLER HEADS SHALL HAVE MATCHED PRECIPITATION RATES WITHIN EACH CONTROL VALVE CIRCUIT.
 - SERVICEABLE CHECK VALVES SHALL BE REQUIRED WHERE ELEVATION DIFFERENTIAL MAY CAUSE SPRINKLER HEAD SPACING SHALL BE DESIGNED FOR HEAD-TO-HEAD COVERAGE OR CLOSER DUE TO HIGH WIND CONDITIONS.
 - DESIGN SPRINKLER HEAD ORIENTATION AND THROW FOR MINIMUM RUNOFF AND FOR MINIMUM OVERSPRAY ONTO NON-IRRIGATED AREAS.
 - BE EQUIPPED WITH A CONTROLLER CAPABLE OF DUAL OR MULTIPLE PROGRAMMING.
 - CONTROLLERS SHALL HAVE MULTIPLE SCHEDULES AND PROGRAMS OF 3:00 A.M. AND 10:00 A.M. UNLESS OTHERWISE SPECIFIED.
 - A "WATER SMART" ET BASED CONTROLLER WHICH ADJUSTS CONTROLLER PROGRAMS BASED UPON THE CURRENT EVAPOTRANSPIRATION RATE IS USED.
 - PROVIDE A RAIN SHUT OFF DEVICE IF THE CONTROLLER IS NOT AN ET BASED CONTROLLER. (PLNG)

- THE LANDSCAPE PLANS SHALL INCLUDE A WATER USAGE PROGRAM WITH THE FOLLOWING:
 - ESTIMATED ANNUAL WATER USE (IN GALLONS) AND THE AREA (IN SQUARE FEET) TO BE IRRIGATED.
 - PRECIPITATION RATES FOR EACH VALVE CIRCUIT.
 - MONTHLY IRRIGATION SCHEDULE FOR EACH TYPE OF IRRIGATION HEAD SHOWING THE PLANT ESTABLISHMENT PERIOD AND THE FIRST YEAR THEREAFTER. (PLNG) CMC

- PRIOR TO EACH OCCUPANCY APPROVAL, THE LICENSED LANDSCAPE ARCHITECT SHALL:
 - CONDUCT A FINAL FIELD OBSERVATION AND AN OPEN TRENCH EXAMINATION OF THE IRRIGATION SYSTEM.
 - WRITE A WRITTEN CERTIFICATE THAT:
 - THE IRRIGATION AND IRRIGATION SYSTEMS WERE INSTALLED IN CONFORMANCE WITH THE APPROVED LANDSCAPE AND IRRIGATION PLANS.
 - CONFORM TO THE LANDSCAPING HAS BEEN INSTALLED IN ACCORDANCE WITH THE CMC WATER CONSERVATION GUIDELINES OR THE STATE OF CALIFORNIA MODEL EFFICIENCY WATER IN LANDSCAPING ORDINANCE.
 - CONFIRM AN IRRIGATION AUDIT WAS PERFORMED AND DEFICIENCIES WERE LISTED WHICH WILL BE CORRECTED WITHIN 30 DAYS.
 - IMPROVEMENTS WILL BE A MINIMUM 60-DAY MAINTENANCE PERIOD FOR ALL LANDSCAPE.
 - PROVIDE A SIGNED LETTER OF COMPLIANCE WITH THE FINAL CONSTRUCTION DOCUMENTS STATING THAT THE LANDSCAPE ARCHITECT HAS MET ALL STATE AND CITY REQUIREMENTS. (PLNG)

- ALL LANDSCAPING SHALL BE INSTALLED PRIOR TO EACH OCCUPANCY APPROVAL. CONTACT THE PLANNING DIVISION AT LEAST TWO WEEKS PRIOR TO OCCUPANCY, TO REQUEST A SITE INSPECTION OF ALL EXTERIOR IMPROVEMENTS INCLUDING BUILDINGS, DRIVEWAYS, LANDSCAPING, IRRIGATION, LIGHTING, WALLS, AND FENCES. (PLNG)

- ARRANGE FOR AN IRRIGATION WATER AUDIT WITH THE CONTRA COSTA WATER DISTRICT DURING THE 60-DAY MAINTENANCE PERIOD. THE RESULTS OF THE AUDIT SHALL BE USED TO ADJUST THE IRRIGATION SCHEDULE. THE SCHEDULE SHALL INCLUDE A MORE WATER INTENSIVE PLANT ESTABLISHMENT PERIOD DURING THE FIRST 12 MONTHS FOLLOWING INSTALLATION, AS WELL AS A LONG-TERM IRRIGATION SCHEDULE. THE LANDSCAPE ARCHITECT SHALL PROVIDE WRITTEN VERIFICATION TO THE PLANNING DIVISION OF AUDIT COMPLETION, ADJUSTMENTS TO THE SCHEDULE, AND THE LONG-TERM SCHEDULE FOLLOWING PLANT ESTABLISHMENT. (PLNG) CMC

- ANY VEGETATION DAMAGED OR DESTROYED BY CONSTRUCTION ACTIVITIES SHALL BE REPLACED WITH LIKE OR COMPARABLE PLANT MATERIALS, AND IF DAMAGE OCCURS OFF-SITE, THE REPLACEMENT PLANTS SHALL BE APPROVED BY THE PROPERTY OWNER AND THE PLANNING DIVISION AND INSTALLED PRIOR TO OCCUPANCY APPROVAL. (PLNG)

- CONSTRUCT A SEVEN-FOOT TALL (6'-0" TALL FENCE WITH A 1'-0" DECORATIVE LATTICE CAP) FENCE ALONG THE PERIMETER OF THE SITE, FENCE AND RETAINING WALL COMBINATIONS SHALL BE NO TALLER THAN EIGHT FEET TALL (INCLUDING LATTICE) MEASURED FROM THE COPPERLEAF SUBDIVISION SIDE OF THE FENCE. THE FENCE SHALL BE CONSTRUCTED OF HEAVY WOOD TO WITHSTAND WEATHERING AND BE PAINTED AN EARTH TONE COLOR (I.E., COCOA BROWN). (PLNG)

- FENCING ALONG WALNUT AVENUE SHALL CONSIST OF SIX-FOOT WOOD FENCING WITH PRECAST COLUMNS MATCHING THAT USED ALONG THE NORTH AND EAST PROPERTY LINES. (PLNG)

- FENCES AND WALLS SHALL BE A MAXIMUM HEIGHT OF THREE FEET IN REQUIRED FRONT YARDS AND SIGHT VISIBILITY TRIANGLES, AND A MAXIMUM HEIGHT OF SIX FEET ON SIDE AND REAR PROPERTY LINES. (PLNG) CMC

- ALL RETAINING WALLS SHALL BE DESIGNED AND CONSTRUCTED TO VISUALLY BLEND INTO THE ADJACENT SLOPES. THE STYLE, MATERIALS AND COLORS FOR ALL WALLS SHALL BE APPROVED BY THE PLANNING DIVISION PRIOR TO THE ISSUANCE OF GRADING OR BUILDING PERMITS, WHICHEVER COMES FIRST. (PLNG)

TREE PRESERVATION

- ALL EXISTING TREES WITHIN THE PROJECT BOUNDARIES SHALL BE PRESERVED, EXCEPT A CANARY ISLAND PALM (40" DIAMETER, SW CORNER OF SITE), COAST REDWOOD (28", 28", 24" DIAMETER MULTI-STEM, SW CORNER OF SITE ON ADJACENT PROPERTY), CALIFORNIA BLACK WALNUT (43" DIAMETER, CENTER OF SITE), ADJACENT TO EXISTING ACCESSORY BUILDING), AND A COAST LIVE OAK (28", 15" DIAMETER MULTI-STEM, NW CORNER OF SITE ON ADJACENT PROPERTY) SPECIFICALLY DESIGNATED FOR REMOVAL ON THE APPROVED LANDSCAPE OR TREE REMOVAL PLAN. (PLNG)

- THE REMOVAL OF EACH HERITAGE TREE SHALL BE MITIGATED WITH REPLACEMENT PLANTING OF THREE, 36-INCH BOX TREES. THE SIZE, SPECIES AND LOCATION OF ALL REPLACEMENT TREES SHALL BE IDENTIFIED ON THE FINAL LANDSCAPE PLAN, CONSISTENT WITH THE DESIGN REVIEW APPROVAL. (PLNG)

- DEMOLITION, GRADING, UTILITY, LANDSCAPE, AND BUILDING PLANS SHALL SHOW ALL HERITAGE TREES TO BE PRESERVED, WITH ACCURATE TRUNK LOCATION, DRIP LINE, AND EXISTING GRADE. THE PLANS SHALL SHOW THE LOCATION AND TYPE OF PROTECTIVE FENCING, AND THE LOCATION OF ON-SITE CONSTRUCTION MATERIALS STORAGE. THE PROTECTIVE FENCING SHALL BE INSTALLED AND INSPECTED PRIOR TO THE ISSUANCE OF ANY DEMOLITION, GRADING, OR BUILDING PERMIT. (PLNG, ENGR, BLDG)

- THE RECOMMENDATIONS INCLUDED IN THE ARBORIST REPORT PREPARED BY ED BRENNAN DATED MAY 16, 2007 SHALL BE INCORPORATED INTO PLANS FOR REVIEW AND APPROVAL WITH THE DEMOLITION, GRADING, UTILITY, LANDSCAPE, AND BUILDING PLANS SUBMITTED FOR PLAN CHECK, WHICHEVER COMES FIRST. THE PLANS SHALL INCORPORATE THE FOLLOWING, PLUS ANY ADDITIONAL RECOMMENDATIONS CONTAINED IN THE ARBORIST REPORT:
 - MEASURES FOR TREE PROTECTION AND PRESERVATION PRIOR TO, DURING, AND AFTER CONSTRUCTION, INCLUDING MULCHING, PRUNING, OR ANY SPECIAL CONSTRUCTION TECHNIQUES.
 - SPECIFICATIONS AND DETAILS FOR PROTECTIVE FENCING AND PROTECTIVE PROPERTIES THAT COULD BE AFFECTED BY THE PROJECT CONSTRUCTION.
 - GUIDELINES FOR PRESERVATION AND MAINTENANCE OF THE TREES SHALL BE WRITTEN FOR INCLUSION INTO THE C&RS FOR THE SUBDIVISION OR RECORDED AS A DEED RESTRICTION IF THERE ARE NO C&RS. (PLNG)

- THE ARBORIST SHALL CONDUCT SITE INSPECTIONS DURING GRADING AND CONSTRUCTION, AND MAY REQUIRE ADDITIONAL MEASURES TO PROTECT THE TREES TO BE PRESERVED, INCLUDING STOPPING CONSTRUCTION ACTIVITIES IF NECESSARY. (PLNG)

- COMPLY WITH THE TREE PRESERVATION GUIDELINES CONTAINED IN THE ARBORIST REPORT LISTED ON PAGES 7 AND 8. A CERTIFIED ARBORIST, RETAINED BY THE APPLICANT AT THEIR EXPENSE, SHALL EVALUATE TREE HEALTH, VIGOR AND ACCLIMATION TO THE NEW ENVIRONMENT PRIOR TO EACH OCCUPANCY AS APPROPRIATE. THE ARBORIST SHALL IDENTIFY ANY TREES THAT ARE FOUND TO BE IN POOR CONDITION DUE TO THE IMPACT OF CONSTRUCTION. THE ARBORIST SHALL IDENTIFY MEASURES TO RESTORE THE TREE'S HEALTH. THE TREE SHALL BE RESTORED WITHIN THE SAME PERIOD AS REQUIRED TO ACQUIRE THE TREE'S HEALTH. THE ARBORIST SHALL IDENTIFY THE VALUE OF THE DAMAGED TREE, BUT NO LESS THAN A MINIMUM RATIO OF 3:1, 36-INCH BOX TREES OR AS OTHERWISE DETERMINED BY THE CITY. (PLNG)

APPROVED
 REVIEWED BY: CITY OF CONCORD
 DATE: 4-24-14
 CITY OF CONCORD PLANNING DEPT.
 FOR THE CITY ENGINEER
 DATE: 4/23/14

**GRADING & IMPROVEMENT PLANS
 CONDITIONS OF APPROVAL**

COPPERLEAF - SUBDIVISION # 9162

CONCORD, CA

SHEET 3 OF 13
 DATE 04-18-2014

APEX
 CIVIL ENGINEERING & LAND SURVEYING
 817 Arnold Drive, Ste. 50
 Martinez, CA 94553
 Ph: (925) 476-9489
 www.apexce.net



DESIGN:	JV
DRAWN:	JV
CHECKED:	BL
PROJECT #:	13027

CONDITIONS OF APPROVAL (CONT.)

LIGHTING

- 38. THE APPLICANT SHALL PREPARE AND SUBMIT A LIGHTING AND PHOTOMETRIC PLAN FOR REVIEW AND APPROVAL BY THE PLANNING DIVISION, BUILDING DEPARTMENT AND ENGINEERING DEPARTMENT. THE PLAN SHALL INCLUDE THE LOCATION AND DESCRIPTION OF ALL EXTERIOR LIGHTING FIXTURE TYPES (INCLUDING STREETLIGHTS), LAMP TYPES, MAXIMUM FOOT-CANDELES, MINIMUM FOOT-CANDELES, MAINTAINED, AVERAGE FOOT-CANDELES MAINTAINED AND MAX.-MIN. RATIO. (PLNG, ENGR, PD)
- 39. SHOW THE HEIGHT AND STYLE OF EACH STREETLIGHT FIXTURE PRIOR TO THE ISSUANCE OF A GRADING PERMIT. (PLNG, BLDG, ENGR, PD)
- 40. SHOW ALL STREETLIGHT LUMINAIRES ON THE STORM WATER CONTROL PLAN, STREETLIGHT PLAN, SITE PLAN AND PHOTOMETRIC PLAN. PHOTOMETRIC PLAN, IMPROVEMENT PLANS, AND LANDSCAPE PLANS. SHOW BUILDING LIGHT FIXTURES ON THE BUILDING PLANS. USE ENERGY-SAVING FIXTURES AND NOTE ON THE PLANS. (PLNG, BLDG, ENGR, PD)
- 41. ALL EXTERIOR BUILDING AND STREET LIGHTING SHALL PROVIDE ILLUMINATION PER THE APPROVED PHOTOMETRIC PLAN FOR SAFETY AND SHALL BE INSTALLED IN A MANNER THAT IS GLARE SHIELDED AND DIRECTED AWAY FROM ADJACENT PROPERTIES AND RIGHT-OF-WAYS PURSUANT TO AND CONSISTENT WITH THE APPROVED PHOTOMETRIC PLAN. (PLNG, ENGR)

PARKING

- 42. TWO-CAR GARAGES SHALL BE A MINIMUM OF 20 FT. BY 20 FT. WITH A 16 FT. WIDE MINIMUM DOOR OPENING. THERE SHALL BE NO ENCROACHMENTS (E.G., WATER HEATERS, STAIRWAYS, AND DOORS) INTO THE REQUIRED AREA. (PLNG) CMC

STREET IMPROVEMENTS

- 43. CONSTRUCTION IMPROVEMENTS PER THE APPROVED IMPROVEMENT PLAN ALONG THE FRONTAGE ON WALNUT AVENUE INCLUDING BUT NOT LIMITED TO: DRIVEWAY REMOVAL, APPROXIMATELY 10' WIDE PAVEMENT WIDENING & TRANSITION PAVEMENT SECTIONS ON THE EAST AND WEST ENDS OF THE PROPERTY, ADA COMPLIANT WHEEL CHAIR RAMPS WITH TRUNCATED DOMES, 6" SQUARE 1" FROM FACE OF MONOLITHIC CONCRETE CURB, GUTTER AND SIDEWALK (SQUARE) SYSTEMS, UTILITY UNDERGROUNDING, CURB TO BACK OF WALK, SANITARY SEWERS, STORM SEWERS, AND REPAIR/REPLACEMENT OF SIDEWALKS & FRONTAGE IMPROVEMENTS AS DETERMINED BY THE CITY ENGINEER, PRIOR TO ACCEPTANCE OF IMPROVEMENTS. (ENGR)
- 44. INSTALL SLURRY SEAL (OR PAY AN IN-LIEU FEE), ON WALNUT AVENUE FROM LIP OF GUTTER TO STREET CENTERLINE. (REPLACE EXISTING PAVEMENT MARKINGS PER CALTRANS STANDARD DETAIL 22). AFTER COMPLETION OF UTILITY UNDERGROUNDING AND FRONTAGE IMPROVEMENTS, PRIOR TO THE ACCEPTANCE OF IMPROVEMENTS. (ENGR)
- 45. ANY TRENCHING FOR UNDERGROUND UTILITIES SHALL COMPLY WITH THE MODIFIED CITY STANDARD DETAIL S-17 FOR PAVEMENT REPAIR AND POSSIBLE SLURRY PLACEMENT. (ENGR)
- 46. PROHIBIT PARKING ALONG BOTH SIDES OF STREET 'A'. PAINT CURB FACE RED WHERE PARKING IS PROHIBITED, PRIOR TO ACCEPTANCE OF IMPROVEMENTS OR THE OCCUPANCY, WHICHEVER COMES FIRST. (ENGR)
- 47. CONSTRUCT ALL PUBLIC FACILITIES IN ACCORDANCE WITH THE CURRENT AMERICANS WITH DISABILITIES ACT (ADA), INCLUDING DRIVEWAYS AND CURB RAMPS. (ENGR)

NOISE

- 48. THE APPLICANT SHALL ENSURE THE INTERIOR NOISE LEVELS MEET THE CITY STANDARD OF AN LCN OF 45 DB(A) FOR ALL BUILDINGS. NOISE LEVELS SHALL BE NOTED ON THE BUILDING PERMIT PLANS FOR REVIEW BY THE PLANNING DIVISION, BUILDING DEPARTMENT AND ENGINEERING DEPARTMENT. THE PLAN SHALL INCLUDE THE LOCATION AND DESCRIPTION OF ALL EXTERIOR LIGHTING FIXTURE TYPES (INCLUDING STREETLIGHTS), LAMP TYPES, MAXIMUM FOOT-CANDELES, MINIMUM FOOT-CANDELES, MAINTAINED, AVERAGE FOOT-CANDELES MAINTAINED AND MAX.-MIN. RATIO. (PLNG, ENGR, PD)
- 49. NOISE PRODUCING SITE PREPARATION AND CONSTRUCTION ACTIVITIES SHALL BE LIMITED TO THE DAYS AND HOURS AS SET FORTH BELOW:
 MONDAY THROUGH FRIDAY 7:30 A.M. TO 6:00 P.M.
 CONSTRUCTION ON SATURDAYS PRIOR APPROVAL BY THE BUILDING, ENGINEERING, NEIGHBORHOOD SERVICES, AND PLANNING DIVISIONS. FAX WRITTEN REQUESTS TO THE BUILDING OFFICIAL (680-4877) NO LATER THAN THE WEDNESDAY PRIOR TO THE WEEKEND.
 NO CHANGES TO THESE CONSTRUCTION HOURS WILL BE ALLOWED WITHOUT PRIOR WRITTEN CONSENT OF THE CITY. THE APPLICANT SHALL DESIGNATE A CONTACT PERSON AVAILABLE DURING THE EVENINGS AND ON WEEKENDS TO RESPOND TO COMPLAINTS AND TAKE APPROPRIATE ACTION TO REDUCE NOISE. (BLDG, ENGR, PLNG)

CONSTRUCTION ACTIVITIES

- 50. CONTACT ENGINEERING SERVICES TO ARRANGE A PRE-CONSTRUCTION MEETING PRIOR TO ISSUANCE OF GRADING OR BUILDING PERMITS, WHICHEVER COMES FIRST. (ENGR)
- 51. CONSTRUCTION EQUIPMENT SHALL NOT BE SERVICES (MAJOR SERVICE) AT THE SITE AT ANY TIME. DURING CONSTRUCTION, NO DELIVERIES SHALL BE MADE TO THE SITE AND NO DELIVERY VEHICLES (INCLUDING GASOLINE TANKER TRUCKS) SHALL ENTER THE SITE BETWEEN 6:00 P.M. AND 7:30 A.M. ON WEDNESDAYS AND BETWEEN 5:00 P.M. AND 8:00 A.M. ON WEEKENDS AND FEDERAL HOLIDAYS. DELIVERY VEHICLES SHALL HAVE THEIR ENGINES TURNED OFF DURING UNLOADING. (BLDG, ENGR, PLNG)
- 52. EMPLOY THE QUIETEST CONSTRUCTION EQUIPMENT AVAILABLE TO THE MAXIMUM EXTENT PRACTICABLE, TO MITIGATE NOISE FROM CONSTRUCTION EQUIPMENT AND KEEP ALL MUFFLERS IN GOOD WORKING ORDER IN ACCORDANCE WITH STATE LAW. (BLDG, ENGR, PLNG)
- 53. IMPLEMENT THE FOLLOWING MEASURES DURING CONSTRUCTION:
 A. GATHER ALL CONSTRUCTION DEBRIS ON A REGULAR BASIS AND PLACE THEM IN A DUMPSTER OR OTHER CONTAINER THAT IS EMPLOYED OR REMOVED ON A WEEKLY BASIS, WHEN APPROPRIATE, USE TRUCKS TO TRANSPORT DEBRIS TO A NEAREST TRUCK STOP OR SPILLER THAT COULD CONTRIBUTE TO STORM WATER POLLUTION.
 B. REMOVE ALL DIRT, GRAVEL, RUBBISH, REFUSE, AND GREEN WASTE FROM THE STREET PAVEMENT, AND STORM DRAINS ADJOINING THE PROJECT SITE. DURING WET WEATHER, AVOID DRIVING VEHICLES OFF PAVED AREAS.
 C. BROOM SWEEP THE PUBLIC STREET PAVEMENT ADJOINING THE PROJECT SITE ON A DAILY BASIS. CANEED-ON MUD OR DIRT SHALL BE SCRAPPED FROM THESE AREAS BEFORE SWEEPING.

- 54. NO EQUIPMENT SHALL BE STORED OR STAGING AREA BE ESTABLISHED ON THE PUBLIC STREETS. NO EQUIPMENT SHALL BE STARTED BEFORE OR AFTER THE SPECIFIED HOURS OF CONSTRUCTION. (ENGR, BLDG)
- 55. ENSURE THAT NO DEBRIS OR CONSTRUCTION SCRAP MATERIAL IS PLACED ON ANY ADJOINING LOT, OPEN SPACE AREA, OR STREET. IF SUCH MATERIAL IS IDENTIFIED, IT SHALL BE COMPLETELY REMOVED AND THE SITE CLEANED, PRIOR TO OCCUPANCY APPROVAL. (ENGR, BLDG)
- 56. AT NO TIME SHALL CAMPERS, TRAILERS, MOTOR HOMES, OR ANY OTHER VEHICLE BE USED AS LIVING OR SLEEPING QUARTERS ON THE CONSTRUCTION SITE UNLESS AUTHORIZED FOR SITE SECURITY. (ENGR, BLDG)
- 57. THERE SHALL BE NO PARKING OF CONSTRUCTION EQUIPMENT OR CONSTRUCTION WORKER'S VEHICLES ON RESIDENTIAL STREETS AT ANY TIME; ALL VEHICLES SHALL BE MAINTAINED ON-SITE. (ENGR, BLDG)
- 58. PORTABLE TOILETS USED DURING CONSTRUCTION SHALL BE KEPT AS FAR AS POSSIBLE FROM ADJACENT PROPERTIES AND SHALL BE EMPTIED ON A REGULAR BASIS AS NECESSARY TO PREVENT ODOR. (ENGR, BLDG)
- 59. IDENTIFY TRUCK ROUTES FOR THE IMPORT OR EXPORT OF CUT/FILL MATERIAL AND/OR CONSTRUCTION DEBRIS FOR REVIEW AND APPROVAL BY THE CITY ENGINEER PRIOR TO THE ISSUANCE OF PERMITS. THIS PROJECT WILL BE DAMAGED TO CITY STREETS (PRIVATE AND PUBLIC) CAUSED BY ACTIVITY ASSOCIATED WITH THIS PROJECT. (ENGR)
- 60. IN THE EVENT OF THE ENCOUNTER OF SURFACE MATERIALS SUSPECTED TO BE OF AN ARCHAEOLOGICAL OR PALEONTOLOGICAL NATURE, ALL GRADING AND/OR EXCAVATION SHALL CEASE, THE FIND SHALL BE LEFT UNTOUCHED, AND THE CITY PLANNING DIVISION SHALL BE IMMEDIATELY NOTIFIED. THE COUNTY CORNER AND THE NATIVE AMERICAN HERITAGE COMMISSION SHALL ALSO BE NOTIFIED AND THE PROCEDURES REQUIRED IN CEQA §15064.5 SHALL BE FOLLOWED. THIS REQUIREMENT SHALL BE NOTED ON THE GRADING AND BUILDING PLANS, PRIOR TO ISSUANCE OF PERMITS. (PLNG, ENGR, BLDG)
- 61. IN THE ABOVE EVENT, RETAIN A QUALIFIED PROFESSIONAL ARCHAEOLOGIST CERTIFIED BY THE REGISTER OF PROFESSIONAL ARCHAEOLOGISTS OR PALEONTOLOGISTS WITH A DEGREE(S) IN PALEONTOLOGY OR GEOLOGY TO EVALUATE AND MAKE RECOMMENDATIONS TO THE CITY ENGINEER. THE ARCHAEOLOGIST SHALL PROCEED WITH THE PROJECT. THE APPLICANT SHALL BE RESPONSIBLE FOR ALL COSTS ASSOCIATED WITH THE PROFESSIONAL INVESTIGATION AND IMPLEMENTATION. (PLNG, ENGR, BLDG)

CONSTRUCTION PLAN REVIEW/PRE-PERMIT REQUIREMENTS

- 62. SUBMIT TWO COPIES OF PRELIMINARY TITLE REPORT, PREPARED WITHIN THREE MONTHS PRIOR TO PLAN SUBMITTAL. (ENGR)
- 63. THE IMPROVEMENT PLANS SHALL SHOW PLAN AND PROFILE OF ALL PROPOSED STREET, DRAINAGE AND SEWER IMPROVEMENTS AND DETAILS FOR CURB, GUTTER, SIDEWALK, AND DRIVEWAY CONSTRUCTION. THE IMPROVEMENT PLANS SHALL ALSO SHOW DETAILS SHOWING HOW BOREHOLE/TEST TRENCH/AREA'S SUBMITTAL CONNECTS TO THE STORM DRAIN SYSTEM. (ENGR)
- 64. DESIGN IMPROVEMENTS IN ACCORDANCE WITH THE CITY STANDARD PLANS S-34 AND S-36 FOR SIGHT DISTANCE, SIDEWALK, BACK UP, FENCING, GEOMETRICS AT INTERSECTIONS AND CORNER SETBACK REQUIREMENTS, PRIOR TO THE ACCEPTANCE OF IMPROVEMENTS. PLANS SHALL BE SUBJECT TO REVIEW AND APPROVAL BY ENGINEERING SERVICE. (ENGR)
- 65. OBTAIN AN ENCROACHMENT PERMIT FROM THE CITY PRIOR TO PERFORMING ANY WORK WITHIN THE PUBLIC RIGHT-OF-WAY OR PUBLIC EASEMENTS. (ENGR) CMC

SUBDIVISIONS/SITE DEVELOPMENT PLANS

- 66. THE VESTING TENTATIVE MAP PREPARED BY KIMLEY-HORN AND ASSOCIATES, INC. AND DATE STAMPED RECEIVED DECEMBER 18, 2008 BY THE PLANNING DIVISION IS NOT APPROVED FOR CONSTRUCTION. SUBMIT GRADING, EROSION CONTROL, IMPROVEMENT, UTILITY UNDERGROUNDING, PHOTOMETRIC, STREET LIGHT, LANDSCAPE, STORM WATER POLLUTION PREVENTION PLANS (SWPPP), AND STORM WATER CONTROL PLANS PREPARED BY A REGISTERED CIVIL ENGINEER TO ENGINEERING SERVICES FOR REVIEW AND APPROVAL PRIOR TO ISSUANCE OF AN ENCROACHMENT PERMIT AND GRADING PERMIT. (ENGR)
- 67. THE FINAL MAP SHALL BE PREPARED BY A QUALIFIED CIVIL ENGINEER OR LICENSED LAND SURVEYOR AND SHALL BE SUBJECT TO REVIEW AND APPROVAL BY ENGINEERING SERVICES. (ENGR)
- 68. THE BUILDING PAD ELEVATIONS SHALL BE WITHIN 16" OF THE ADJACENT HOMES ON HUMPHREY DRIVE TO MINIMIZE VISUAL IMPACTS TO THE EXISTING HOMEOWNERS AND TO ENSURE PROPER STORM WATER DRAINAGE. THE HOMES SHALL BE CONSTRUCTED WITH POST-TENSION SLAB FOUNDATIONS. (PLNG, ENGR)
- 69. APPROVED STREET NAMES SHALL BE SHOWN ON THE FINAL MAP PRIOR TO RECORDATION OF THE MAP. (ENGR, PLNG)
- 70. THREE COPIES OF PROJECT COVENANTS, CODES, AND RESTRICTIONS (CCRRS) SHALL BE SUBMITTED WITH THE GRADING AND IMPROVEMENT PLANS AND FINAL MAP OR THE LATEST REVISIONS. THE COVENANTS SHALL BE SUBJECT TO FINAL APPROVAL BY THE DEPARTMENT OF REAL ESTATE. (ENGR)
- 71. THE APPLICANT SHALL BE RESPONSIBLE FOR THE MAINTENANCE, REPAIR, AND REPLACEMENT OF:
 i. PRIVATE STREET, ACCESS EASEMENTS, SIDEWALKS, FENCING AND COLUMNS, RETAINING WALLS, BIORETENTION/INFILTRATION PLANTERS, V-DITCHES, AND STREETLIGHT UTILITIES.
 ii. ALL PERMANENT STORM WATER MANAGEMENT FACILITIES INCLUDED IN THE APPROVED STORM WATER CONTROL PLAN AND THE APPROVED STORM WATER CONTROL OPERATIONS AND MAINTENANCE PLAN.

- 70. (CONT.)
 B. CONTAIN A STATEMENT THAT IN THE EVENT THESE AREAS OR FACILITIES ARE NOT PROPERLY MAINTAINED, REPAIRED OR REPLACES ACCORDING TO THE APPROVED PLANS, EACH PROPERTY OWNER SHALL BE RESPONSIBLE FOR THEIR PROPORTIONATE SHARE OF THESE COSTS, SECURED BY A LIEN ON THE PROPERTY IN FAVOR OF THE HOA. IN ACCORDANCE WITH THE HOA PROCEDURES.
 C. PROVIDE RECIPROCAL EASEMENTS OVER ALL COMMON AREAS FOR MAINTENANCE PURPOSES.
 D. THE HOA SHALL BE RESPONSIBLE FOR MAINTAINING THE CCRRS AND PROVIDING WRITTEN NOTICE OF ANY REQUIRED MAINTENANCE TO THE PROPERTY OWNERS.
 E. THE HOA SHALL PROVIDE THE PLANNING DIVISION WITH THE NAME, ADDRESS AND PHONE NUMBER OF THE CURRENT HOA REPRESENTATIVE.
 F. CLEAN ALL ON-SITE STORM DRAIN FACILITIES A MINIMUM OF TWICE A YEAR, ONCE IMMEDIATELY PRIOR TO OCTOBER 15 AND ONCE IN JANUARY. ADDITIONAL CLEANING MAY BE REQUIRED IF FOUND NECESSARY BY THE CITY.
 G. ENTER INTO A PRIVATE ROAD MAINTENANCE AGREEMENT ACCEPTABLE TO THE CITY PRIOR TO THE ISSUANCE OF PERMITS. THE AGREEMENT SHALL PROVIDE FOR THE PROPER MAINTENANCE OF THE PRIVATE STREET STORM DRAIN OUTSIDE THE PUBLIC STREET RIGHT-OF-WAY, STREET LIGHTS, AND OTHER PRIVATELY MAINTAINED IMPROVEMENTS PURSUANT TO CMC §84-33. (PLNG, ENGR, CA)

GRADING/EROSION CONTROL/GEOLOGICAL

- 71. SUBMIT A GEOTECHNICAL REPORT WITH THE GRADING PLANS AND BUILDING PLANS, PURSUANT TO CMC §86-73 AND §84-93 THAT ADDRESSES AND PROVIDES RECOMMENDATIONS FOR GRADING, DRAINAGE, WALLS, BUILDING FOUNDATIONS, AND PAVEMENT STRUCTURAL SECTIONS. (ENGR)
- 72. ALL GRADING SHALL REQUIRE A GRADING AND DRAINAGE PLAN PREPARED BY A REGISTERED CIVIL ENGINEER, A SOILS REPORT PREPARED BY A REGISTERED GEOTECHNICAL ENGINEER AND RECEIPT OF A GRADING PERMIT APPROVED BY THE CITY ENGINEER. (ENGR)
- 73. CONTOUR GRADING TECHNIQUES SHALL BE EMPLOYED THROUGHOUT THE PROJECT TO ACHIEVE A MORE NATURAL APPEARANCE. EVEN WHERE THIS WILL INCREASE THE AMOUNT OF GRADING, TOPS OF CUTS OR TOES OF FILLS ADJACENT TO EXISTING PUBLIC RIGHTS-OF-WAY OR EASEMENTS SHALL BE SET BACK TWO FEET MINIMUM FROM SAID RIGHTS-OF-WAY AND EASEMENTS. ALL CUT-AND-FILL SLOPES IN EXCESS OF FIVE FEET IN HEIGHT SHALL BE ROUNDED BOTH HORIZONTALLY AND VERTICALLY. (ENGR)
- 74. GRADING ON ADJACENT PROPERTIES SHALL REQUIRE WRITTEN APPROVAL FROM THE AFFECTED PROPERTY OWNERS. WRITTEN APPROVAL SHALL BE SUBMITTED TO THE CITY FOR REVIEW AND APPROVAL PRIOR TO GRADING ON ADJACENT PROPERTIES. (ENGR)
- 75. ON-SITE FINISH GRADING WORK SHALL REQUIRE DRAINAGE TO BE DIRECTED AWAY FROM ALL BUILDING FOUNDATIONS AT A MINIMUM SLOPE OF 2 PERCENT AND A MAXIMUM SLOPE OF 20 PERCENT TOWARD APPROVED DRAINAGE FACILITIES OR SWALES. NON-PAVED DRAINAGE SWALES SHALL HAVE A MINIMUM SLOPE OF 1 PERCENT. (ENGR)
- 76. THE PROJECT ENGINEER SHALL INSPECT THE FINISHED GRADING AND CERTIFY THAT IT CONFORMS TO THE COMPACTION AND ELEVATIONS SHOWN ON THE GRADING PLAN AND SOILS REPORT. (ENGR) CMC
- 77. EROSION CONTROL MEASURES SHALL BE IMPLEMENTED PER PLANS APPROVED BY THE CITY ENGINEER FOR ALL GRADING WORK NOT COMPLETED BEFORE OCTOBER 15. AT THE TIME OF APPROVAL OF THE IMPROVEMENT AND/OR GRADING PLANS, AN APPROVED EROSION CONTROL PLAN PREPARED BY A REGISTERED CIVIL ENGINEER SHALL BE FILED WITH THE CITY ENGINEER. (ENGR)
- 78. ALL GRADED SLOPES AND STOCKPILES OF LOOSE SOIL SHALL BE HYDROMULCHED/HYDROSEEDED BY OCTOBER 15 OF ANY GIVEN YEAR. DURING GRADING WORK BETWEEN OCTOBER 15TH AND APRIL 15TH, IF RAIN IS FORECAST, STOP ALL GRADING WORK TWO DAYS BEFORE THE RAIN FORECAST AND IMPLEMENT BMPs TO INSURE THAT THE SITE IS PROTECTED FROM EROSION. (ENGR)
- 79. COMPLY WITH THE APPLICABLE PROVISIONS OF THE GRADING ORDINANCE AND THE STORM WATER MANAGEMENT AND DISCHARGE CONTROL ORDINANCE. (ENGR) CMC
- 80. IMPROVE INTERIOR PRIVATE STREETS (STREET 'A') IN ACCORDANCE WITH THE CITY OF CONCORD STANDARDS. (ENGR) CMC
- 81. DESIGNATE THE PRIVATE STREET AS A REQUIRED FIRE ACCESS LANE THEREBY PROHIBITING PARKING ON WORDS 'NO PARKING FIRE LANE' SHALL BE CLEARLY MARKED. (ENGR, UFC)

UTILITIES

- 82. NO ABOVE GROUND UTILITY FACILITIES/STRUCTURES SHALL BE LOCATED BETWEEN THE FACE OF CURB AND BACK OF SIDEWALK IN THE PUBLIC RIGHT-OF-WAY. (ENGR)
- 83. DEDICATE TO THE CITY A 15-FOOT WIDE SANITARY SEWER EASEMENT (ALONG ALL MAIN SEWER LINES OUTSIDE OF THE PUBLIC STREET RIGHT-OF-WAY) FOR CONSTRUCTION AND MAINTENANCE PURPOSES PRIOR TO RECORDING OF THE FINAL MAP. THE CITY WILL NOT ACCEPT MAINTENANCE OF BUILDING LATERALS. (ENGR)
- 84. SUBMIT STREETLIGHT PLANS IN ACCORDANCE WITH THE CITY STANDARD SPECIFICATIONS SHOWING DETAILS FOR THE PLACEMENT OF EACH STREETLIGHT. PLANS SHALL ALSO SHOW POLE TYPE, LUMINAIRE TYPE, CONDUCTOR AND WIRING SCHEDULE, CONNECTION POINTS, LAMP WATTAGE AND PULL BOX LOCATIONS. AT THE TIME OF SUBMITTAL OF IMPROVEMENT PLANS, STREETLIGHTS SHALL BE COMPLETELY INSTALLED AND OPERATIONAL PRIOR TO OCCUPANCY APPROVAL. (ENGR)
- 85. UNDERGROUNDING OF ALL EXISTING OVERHEAD UTILITIES ALONG WALNUT AVENUE INCLUDING AERIAL STREET CROSSINGS SHALL BE REQUIRED PURSUANT TO CMC § 110-83. ALL NEW UTILITIES SHALL BE CONSTRUCTED UNDERGROUND PRIOR TO ISSUANCE OF OCCUPANCY APPROVAL. (ENGR)
- 86. COMPLY WITH THE CITY OF CONCORD SEWER DESIGN FLOW CRITERIA AND SEWER CONSTRUCTION REQUIREMENTS OF THE CENTRAL CONTRA COSTA SANITARY DISTRICT. (ENGR)
- 87. SUBMIT TO ENGINEERING SERVICES SANITARY SEWER CALCULATIONS WITH THE IMPROVEMENT PLANS STAMPED AND SIGNED BY A REGISTERED CIVIL ENGINEER FOR REVIEW. (ENGR)
- 88. REMOVE SEWER LATERAL SERVING PREVIOUSLY EXISTING HOME. PROVIDE DETAILS FOR PIPE REMOVAL TO ENGINEERING SERVICES PRIOR TO THE ISSUANCE OF CONSTRUCTION PERMITS. ANY PROPERTY PRESENTLY SERVED BY THIS SEWER LINE SHALL BE PROVIDED A SIDE SEWER CONNECTED TO THE SEWER SYSTEM WITH NO INTERRUPTION OF SERVICE. NECESSARY RIGHTS-OF-ENTRY SHALL BE OBTAINED FROM THE AFFECTED PROPERTY OWNERS. (ENGR)
- 89. COORDINATE ALL FACILITY ADJUSTMENTS, RELOCATIONS, OR ABANDONS TO UTILITY SERVICES WITH THE APPROPRIATE UTILITY COMPANIES. (ENGR)

REVISIONS	NO.	BY	DATE	DESIGN:	JV
				DRAWN:	JV
				CHECKED:	BL
				PROJECT #:	13027



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 Martinez, CA 94555
 Ph: (925) 476-8499
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**GRADING & IMPROVEMENT PLANS
 CONDITIONS OF APPROVAL**

COPPERLEAF - SUBDIVISION # 9162
 CONCORD, CA

REVIEWED BY: CITY OF CONCORD
 DATE: 4-24-14
 FOR THE CITY ENGINEER: [Signature]
 DATE: [Signature]

APPROVED
 REVIEWED BY: CITY OF CONCORD

CONDITIONS OF APPROVAL (CONT.)

- 90. THE LOCATION OF ALL OUTDOOR, ABOVE-GROUND AND/OR AT-GRADE PAD MOUNTED TRANSFORMERS, UTILITY EQUIPMENT, ELECTRICAL AND GAS METERS, VAULTS, IRRIGATION CONTROL BOXES, BACK FLOW PREVENTION DEVICES, AND THE LIKE SHALL BE SUBJECT TO APPROVAL BY PLANNING AND ENGINEERING SERVICES PRIOR TO THE ISSUANCE OF THE PERMIT. THE DESIGN AND CONSTRUCTION SHALL COME FIRST. ALL SUCH EQUIPMENT SHALL BE UNDERGROUND OR SCREENED FROM VIEW AND PROTECTED BY A CONCRETE CURB. PLANTING AND PLANTED FOREST GREEN OR OTHER APPROVED COLOR AS APPROVED BY THE PLANNING DIVISION, ANY CHANGES TO THE APPROVED UTILITY PLANS, INCLUDING LOCATION OR SCREENING DETAILS SHALL BE REVIEWED AND APPROVED BY THE PLANNING DIVISION AND ENGINEERING SERVICES. (PLNG, ENGR)
 - 91. PROVIDE CABLE COMPANIES A SET OF APPROVED SITE DIAGRAMS IN ELECTRONIC FORMAT SHOWING THE JOINT TRENCH LAYOUT FOR DRY UTILITIES FOR CABLE SERVICE TO BE PROVIDED TO THE SITE. (ENGR)
 - 92. CONNECT ALL BUILDINGS TO THE SANITARY SEWER COLLECTION FACILITIES OF THE CITY. (ENGR) CMC DRAINAGE / STORM WATER C.3 REQUIREMENTS.
 - 93. SUBMIT A STORM WATER CONTROL PLAN (SWCP) PREPARED IN ACCORDANCE WITH THE CURRENT CONTRA COSTA CLEAN WATER PROGRAM STORM WATER C.3 GUIDEBOOK FOR REVIEW AND APPROVAL BY ENGINEERING SERVICES PRIOR TO ISSUANCE OF ANY PERMIT. THE SWCP SHALL BE PREPARED AND CERTIFIED BY A CIVIL ENGINEER, REGISTERED IN THE STATE OF CALIFORNIA, DEMONSTRATING AN UNDERSTANDING OF THE DESIGN OF TREATMENT MEASURES FOR WATER QUALITY AND GROUNDWATER PROTECTION PRINCIPLES APPLICABLE TO THE PROJECT SITE. (ENGR)
 - 94. THE PERMIT APPLICATION SHALL BE CONSISTENT WITH THE SWCP AND SHALL INCLUDE DRAWINGS AND SPECIFICATIONS NECESSARY TO IMPLEMENT ALL MEASURES IN THE APPROVED SWCP. PRIOR TO THE ISSUANCE OF ANY PERMIT, THE PERMIT APPLICATION SHALL INCLUDE A COMPLETED "CONSTRUCTION PLAN C.3 CHECKLIST" AS DESCRIBED IN THE CURRENT C.3 GUIDEBOOK. (ENGR)
 - 95. CONSTRUCT STORM WATER TREATMENT MEASURES PER THE APPROVED SWCP PRIOR TO OCCUPANCY APPROVAL. (ENGR)
 - 96. SUBMIT A FINAL STORM WATER BMP OPERATION AND MAINTENANCE PLAN (O&M PLAN) IN ACCORDANCE WITH THE CURRENT O&M GUIDELINES FOR REVIEW AND APPROVAL BY ENGINEERING SERVICES PRIOR TO OCCUPANCY APPROVAL. THIS O&M PLAN SHALL INCORPORATE CITY COMMENTS ON THE DRAFT O&M PLAN AND ANY REVISIONS RESULTING FROM CHANGES MADE DURING CONSTRUCTION. (ENGR)
 - 97. EXECUTE ANY AGREEMENTS IDENTIFIED IN THE SWCP WHICH PERTAIN TO THE TRANSFER OF OWNERSHIP, RIGHT-OF-ENTRY FOR INSPECTION OR ABATEMENT, AND/OR LONG-TERM MAINTENANCE OF STORM WATER TREATMENT OR HYDROGRAPHIC MODIFICATION BMPs, PRIOR TO OCCUPANCY APPROVAL. (ENGR)
 - 98. PREVENT SITE DRAINAGE FROM DRAINING ACROSS SIDEWALKS AND DRIVEWAYS IN A CONCENTRATED MANNER. (ENGR)
 - 99. COLLECT AND CONVEY ALL STORM WATER ENTERING, AND/OR ORIGINATING FROM, THE SITE TO AN ADEQUATE DOWNSIDE DRAINAGE FACILITY. SUBMIT HYDROLOGIC AND HYDRAULIC CALCULATIONS FOR A 10-YEAR STORM WITH THE IMPROVEMENT PLANS TO ENGINEERING SERVICES FOR REVIEW AND APPROVAL. (ENGR)
 - 100. SUBMIT PROOF OF FILING OF A NOTICE OF INTENT (NOI) WITH THE REGIONAL WATER QUALITY CONTROL BOARD AND SUBMIT A STORM WATER POLLUTION PREVENTION PLAN (SWPPP) WITH THE GRADING AND IMPROVEMENT PLANS TO ENGINEERING SERVICES FOR REVIEW AND APPROVAL PRIOR TO ISSUANCE OF THE GRADING PERMIT. (ENGR)
 - 101. INSTALL CITY OF CONCORD "NO DUMPING, DRAINS TO BAY" CURB MARKER (ENGLISH AND SPANISH VERSION) ON ALL CATCH BASINS. (ENGR)
 - 102. ENSURE THAT THE AREA SURROUNDING THE PROJECT SUCH AS THE STREETS STAY FREE AND CLEAR OF CONSTRUCTION DEBRIS SUCH AS SILT, DIRT, DUST, AND TRACKED MUD COMING IN FROM OR IN ANY WAY RELATED TO PROJECT CONSTRUCTION. AREAS THAT ARE EXPOSED OR EXTENDED TO THE PUBLIC SHALL BE WATERED REGULARLY TO REDUCE WIND EROSION. PAVED AREAS AND ACCESS ROADS SHALL BE DRY SWEEP ON A REGULAR BASIS. ALL TRUCKS SHALL BE COVERED. (ENGR)
- SOLID WASTE/RECYCLING**
- 103. COMPLY WITH CMC CHAPTER 82, SOLID WASTE, ARTICLE V, CONSTRUCTION AND DEMOLITION (C&D) WASTE RECYCLING, § 82-114 THROUGH § 82-126, AS APPLICABLE. (BLDG)
 - 104. COMPLY WITH THE PROVISIONS OF THE CMC, CENTRAL CONTRA COSTA SANITARY DISTRICT AND THE DISPOSAL SERVICE REGARDING ACCESS REQUIREMENTS AND THE NUMBER OF REQUIRED INDIVIDUAL REFUSE RECEPTACLES BASED UPON WASTE PICKUP SCHEDULES. (CCCSB, ENGR)
- AGREEMENTS, FEES, BONDS**
- 105. ALL FEES NOTED BELOW ARE THE FEES CURRENTLY IN EFFECT AS OF JULY 1, 2008 PER THE BUDGET PUBLIC HEARING PROCESS. THE FEES AND CHARGES ARE REVIEWED ANNUALLY AS PART OF THE BUDGET PUBLIC HEARING PROCESS. FEE ADJUSTMENTS ARE BASED ON A NUMBER OF FACTORS AND VARY DEPENDING ON THE TYPE OF FEE:
 - SERVICE-BASED FEES ARE ADJUSTED ANNUALLY BASED ON THE SAN FRANCISCO-SAN JOSE-OAKLAND AREA CONSUMER PRICE INDEX; IMPROVEMENT BASED FEES (ALSO CALLED IMPACT FEES) ARE ADJUSTED ANNUALLY BASED ON ENGINEERING NEWS RECORD CONSTRUCTION COST INDEX (ENR FRANCISCO BAY AREA); AND THE PARKLAND FEE IS ADJUSTED PER § 78-95 OF THE CONCORD MUNICIPAL CODE.
 - THE FEES BECOME EFFECTIVE AS OF THE DATE SET FORTH IN EXHIBIT A OF RESOLUTION NO. 78-6042. FEES AND CHARGES FOR VARIOUS MUNICIPAL SERVICES, AS MOST RECENTLY AMENDED AND APPROVED BY THE CITY COUNCIL, PERSONS INTERESTED IN HOW A PARTICULAR FEE IS CALCULATED SHOULD CONTACT THE CITY DEPARTMENT ADMINISTERING THE FEE OR THE FINANCE DEPARTMENT. (ENGR)
 - 106. PROVIDE A \$2,500 CASH DEPOSIT TO COVER CONDITION COMPLIANCE COSTS AT THE TIME OF SUBMITTAL OF PLANS AND DOCUMENTS TO PLANNING AND ENGINEERING SERVICES. AT THE TIME THE DIVISION STARTS IMPROVEMENT WORK, THE DEPOSIT WILL BE USED TO COVER THE PLANNING DIVISION START IMPROVEMENT WORK. PRIOR TO THE TIME OF PROJECT APPROVAL TO OCCUPANCY APPROVAL, THE DEPOSIT WILL BE PLACED IN A REFUNDABLE ACCOUNT AND ANY UNUSED FUNDS WILL BE RETURNED UPON COMPLETION. IF THE INITIAL DEPOSIT IS INSUFFICIENT TO COVER ACTUAL COSTS, AN ADDITIONAL DEPOSIT WILL BE REQUIRED. (PLNG)
 - 107. PAY A DOCUMENT IMAGING FEE TO REMBURSE THE CITY FOR IMPLEMENTATION OF THE DOCUMENT IMAGING AND FILE RETENTION PROGRAMS, PRIOR TO ISSUANCE OF GRADING OR BUILDING PERMITS. (ENGR)

- 108. ENTER INTO A SUBDIVISION AGREEMENT WITH THE CITY AGREEING TO CONSTRUCT AND COMPLETE ALL IMPROVEMENTS NECESSARY TO SERVICE THE SUBDIVISION. THE AGREEMENT SHALL BE EXECUTED AND SUBMITTED TO THE CITY PRIOR TO APPROVAL OF THE FINAL MAP, AS PART OF THE AGREEMENT, PROVIDE SECURITIES ACCEPTABLE TO THE CITY, GUARANTEEING CONSTRUCTION OF THE REQUIRED IMPROVEMENTS. (ENGR)
- 109. ALL REQUIRED SECURITIES IN AN AMOUNT EQUAL TO 100 PERCENT OF THE APPROVED ESTIMATES OF CONSTRUCTION COSTS OF IMPROVEMENTS SHALL BE SUBMITTED TO AND APPROVED BY THE CITY PRIOR TO APPROVAL OF THE FINAL MAP. (ENGR)
- 110. ENROACHMENT PERMIT APPLICATION:
 - A. PAY THE FILING FEE AT THE TIME OF SUBMITTAL OF PERMIT APPLICATION, IMPROVEMENT PLANS AND SUPPORTING DOCUMENTS TO THE CITY ENGINEERING SERVICES FOR REVIEW. THE CURRENT FEE IS \$85.
 - B. PROVIDE A \$3,000 RESTORATION SECURITY BEFORE ISSUANCE OF THE ENROACHMENT PERMIT. THE SECURITY SHALL BE USED TO RESTORE EXISTING PUBLIC IMPROVEMENTS TO A SERVICEABLE CONDITION SHOULD DEVELOPMENT ACTIVITY CAUSE DAMAGE TO A SERVICEABLE CONDITION.
 - C. PROVIDE A \$5,000 CASH DEPOSIT TO ENGINEERING SERVICES FOR REVIEW. THE DEPOSIT WILL BE PLACED IN A REFUNDABLE ACCOUNT. CONDITION COMPLIANCE COSTS WILL BE CHARGED TO THIS DEPOSIT OVER THE LIFE OF THE PERMIT. ANY UNUSED FUNDS WILL BE RETURNED AT PROJECT COMPLETION. IF THE INITIAL DEPOSIT IS INSUFFICIENT TO COVER ACTUAL COSTS, AN ADDITIONAL DEPOSIT IN AN AMOUNT DETERMINED BY THE CITY ENGINEER WILL BE REQUIRED. (ENGR)
- 111. GRADING PERMIT APPLICATION:
 - A. PAY GRADING PERMIT FEES PRIOR TO ISSUANCE OF GRADING PERMIT. THE CURRENT FEE IS DETERMINED BASED ON CUBIC YARDAGE OF CUT AND FILL COMBINED, OR AT THE HOURLY RATE OF \$189 IF THE HOURLY RATE IS USED.
 - B. PROVIDE A \$5,000 CASH DEPOSIT FOR EROSION CONTROL PRIOR TO ISSUANCE OF GRADING PERMIT. THE DEPOSIT WILL BE PLACED IN A REFUNDABLE ACCOUNT. ANY UNFUNDED FUNDS WILL BE RETURNED AT PROJECT COMPLETION. IF THE INITIAL DEPOSIT IS INSUFFICIENT TO COVER ACTUAL COSTS, AN ADDITIONAL DEPOSIT IN AN AMOUNT DETERMINED BY THE CITY ENGINEER WILL BE REQUIRED.
 - C. PAY STOCKPILE AND EROSION CONTROL MONITORING FEE PRIOR TO ISSUANCE OF GRADING PERMIT. THE STOCKPILE AND EROSION CONTROL MONITORING FEE IS CURRENTLY \$20 PER CALENDAR DAY AND IS COLLECTED FOR THE LIFE OF THE GRADING PERMIT ACTIVITY. (ENGR)
- 112. FINAL MAP APPLICATION:
 - A. PAY THE FINAL MAP REVIEW FEE AT THE TIME OF SUBMITTAL OF FINAL MAP DOCUMENTS TO ENGINEERING SERVICES FOR REVIEW. CURRENT FEE IS ESTIMATED TO BE \$4,563 (BASED ON 11 PARCELS), PLUS ADDITIONAL REVIEW TIME AT \$169/HOUR IF REQUIRED.
 - B. PAY THE FINAL MAP FILING FEE PRIOR TO APPROVAL OF THE FINAL MAP. THE CURRENT FEE IS \$1,690.
 - C. PAY THE IMPROVEMENT PLAN REVIEW FEE PRIOR TO APPROVAL OF THE FINAL MAP, OR AT THE TIME OF SUBMITTAL OF IMPROVEMENT PLANS AND SUPPORTING DOCUMENTS TO ENGINEERING SERVICES FOR REVIEW, WHICH EVER COMES FIRST. THE CURRENT FEE IS ESTIMATED TO BE \$13,013 (BASED ON 11 PARCELS), PLUS ADDITIONAL REVIEW TIME AT \$169/HOUR IF REQUIRED.
 - D. PAY THE CONSTRUCTION INSPECTION FEE PRIOR TO ISSUANCE OF GRADING PERMIT. THE CURRENT FEE IS BASED ON 9% OF THE ESTIMATED COST OF CONSTRUCTING THE REQUIRED IMPROVEMENTS TO SUPPORT THE SUBDIVISION.
 - E. PAY NEW STREET MONUMENT FEE OF \$338 PER MONUMENT, PRIOR TO APPROVAL OF THE FINAL MAP.
 - F. PAY NEW PARCEL FEE OF \$338 PER PARCEL PRIOR TO THE APPROVAL OF THE FINAL MAP.
 - G. PAY ACCEPTANCE OF IMPROVEMENTS AND DEDICATIONS FEE OF \$3,380 PRIOR TO APPROVAL OF THE FINAL MAP.
 - H. PROVIDE A \$1,000 DEPOSIT FOR ARCHIVING PERMANENT RECORDS PRIOR TO APPROVAL OF THE FINAL MAP. ACTUAL FEES WILL BE CHARGED FOLLOWING COMPLETION OF WORK.
 - I. PROVIDE A \$5,000 DEPOSIT FOR SPECIALTY INSPECTIONS, COMPACTOR OF TESTING EASEMENTS), PRIOR TO ISSUANCE OF GRADING PERMIT. (ENGR)
- 113. SEWER CONNECTION PERMIT:
 - A. PAY SANITARY SEWER CONNECTION FEE, LESS POSSIBLE FEE CREDIT. THE CURRENT SEWER CONNECTION FEE IS \$4,447 PER SINGLE FAMILY HOME AND SHALL BE PAID PRIOR TO THE COMMENCEMENT OF OCCUPANCY.
 - B. PAY THE CURRENT SEWER SERVICE FEE. PRIOR TO CERTIFICATE OF OCCUPANCY AS SET FORTH IN THE RESOLUTION OF FEES AND CHARGES. THE CURRENT MINIMUM ANNUAL RATE OF \$284 IS PROPORTIONED BY THE MONTH THE CONNECTION(S) IS MADE. THIS ONE TIME FEE WILL BE REPLACED BY THE ANNUAL SEWER SERVICE CHARGE DESCRIBED IN C. BELOW, BEGINNING JULY 1 OF ANY YEAR, THE SEWER SERVICE CHARGE WILL BE ASSESSED BASED ON WATER CONSUMPTION AND CHARGED AT THE CURRENT RATE IN PLACE. THIS CHARGE WILL BE INCLUDED ON THE ANNUAL PROPERTY TAX BILL. (FEES & CHARGES RESOLUTION TABLE 4, CONCORD MUNICIPAL CODE 110-32 (C)) (ENGR)
- 114. PAY THE DRAINAGE ACREAGE FEE PRIOR TO ISSUANCE OF CERTIFICATE OF OCCUPANCY. THE CURRENT FEE IS \$3,010/ACRE (DRAINAGE AREA 90). (ENGR)
- 115. PAY THE PARKLAND FEE PRIOR TO ISSUANCE OF CERTIFICATE OF OCCUPANCY. THE CURRENT FEE IS \$15,098 PER LIVING UNIT FOR LOW-DENSITY DESIGNATION. (ENGR)
- 116. PAY THE TRAFFIC MITIGATION FEE PRIOR TO ISSUANCE OF CERTIFICATE OF OCCUPANCY. PAY OFFSITE STREET IMPROVEMENT PROGRAM (OSIP) FEE LESS POSSIBLE FEE CREDIT. THE OSIP FEE SHALL BE THE FEE IN EFFECT AT THE TIME THE FIRST BUILDING PERMIT APPLICATION IS FILED AND IS ACCEPTED AS BEING SUBSTANTIALLY COMPLETE BY THE BUILDING DIVISION. THE CURRENT OSIP FEE IS \$2,868 PER DWELLING UNIT. (ENGR)

OTHER/MISCELLANEOUS

- 117. DEFERRAL OF ALL FEES CONTAINED HEREIN SHALL ONLY BE ALLOWED IF THE APPLICANT OR AN ENTRY OF THE APPLICANT RECORDS AN INSTRUMENT OF THE CITY OF CONCORD INDICATING THAT PRIOR TO THE SALE OR A TRANSFER OF THE PROPERTY PAYMENT OF FEES ARE MADE. (CA)

NO.	BY	DATE	DESIGN	JV
			DRAWN	JV
			CHECKED	BL
			PROJECT #	13027



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Martinez, CA 94553
PH: (925) 476-8489
www.apexce.net

**GRADING & IMPROVEMENT PLANS
CONDITIONS OF APPROVAL**

COPPERLEAF - SUBDIVISION # 9162

CONCORD, CA

- 118. CONTACT LOCAL POSTAL AUTHORITIES TO GET THEIR REQUIREMENTS FOR MAIL FACILITIES FOR THE PROJECT. THE DESIGN AND LOCATION OF MAIL RECEPTACLES SHALL BE REVIEWED AND APPROVED BY THE PLANNING DIVISION AND SHOWN ON THE UTILITY, LANDSCAPE, AND BUILDING PLANS, PRIOR TO ISSUANCE OF GRADING OR BUILDING PERMITS, WHICHEVER COMES FIRST. MAIL FACILITIES SHALL BE INSTALLED PRIOR TO OCCUPANCY APPROVAL. (PLNG)
- 119. SUBMIT A WRITTEN REQUEST FOR NEW STREET NAMES WITH A SITE PLAN SHOWING THEIR LOCATION TO THE PLANNING DIVISION FOR REVIEW AND APPROVAL. AT THE TIME OF SUBMITTAL OF IMPROVEMENT PLANS AND FINAL MAP, INCLUDE A LIST OF ALTERNATIVES FOR EACH NAME, AS SOME NAMES MAY NOT BE ACCEPTABLE. (PLNG)
- 120. CONTACT THE GEOGRAPHIC INFORMATION SYSTEMS (GIS) TECHNICIAN IN THE INFORMATION TECHNOLOGY DEPARTMENT, (925) 671-3051, FOR ADDRESSING REQUIREMENTS, AND COORDINATE WITH THE CONTRA COSTA FIRE PROTECTION DISTRICT FOR THEIR APPROVAL, PRIOR TO ISSUANCE OF A BUILDING PERMIT. (PLNG)
- 121. COMPLY WITH THE REQUIREMENTS OF THE CONTRA COSTA COUNTY HEALTH DEPARTMENT FOR THE ABANDONMENT OF EXISTING SEPTIC TANKS OR WELLS. (ENGR) CMC
- 122. COMPLY WITH THE REQUIREMENTS OF THE CONTRA COSTA FIRE PROTECTION DISTRICT. SUBMIT COMPLETE SETS OF PLANS AND SPECIFICATIONS TO THE FIRE DISTRICT FOR REVIEW AND APPROVAL AT:

CONTRA COSTA COUNTY FIRE PROTECTION DISTRICT
2010 GEARY ROAD
PLEASANT HILL, CA 94523

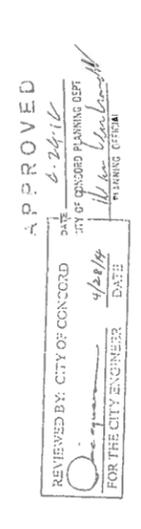
PLAN REVIEW FEES ARE ASSESSED AT THAT TIME. THE CITY IS NOT RESPONSIBLE FOR THE COLLECTION OF FEES OR ENFORCEMENT OF REQUIREMENTS IMPOSED BY THE FIRE DISTRICT. (CCCFPD)

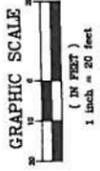
APPROVAL OF THIS PROJECT REQUIRES CERTAIN LEGISLATIVE ACTIONS BY THE CITY COUNCIL. THE APPROVAL OF THE VESTING TENTATIVE MAP, TREE REMOVAL, AND DESIGN REVIEW IS CONTINGENT UPON THE APPROVAL OF THE REZONE (RZ 08-007) BY THE CITY COUNCIL. (PLNG)

THE APPLICANT AND/OR SUBMITTER SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS THE CITY, ITS AGENTS, OFFICIALS AND EMPLOYEES FROM ANY CLAIM, ACTION OR PROCEEDING BROUGHT BY THE CITY OR THE CITY COUNCIL, WHICH ACTION IS BROUGHT WITHIN THE APPROVAL OF THE FINAL MAP BY THE CITY COUNCIL. WHICH ACTION IS BROUGHT WITHIN THE TIME PERIOD PROVIDED FOR IN GOVERNMENT CODE § 66499.37. THE CITY SHALL PROMPTLY NOTIFY THE APPLICANT/SUBMITTER OF ANY CLAIM, ACTION OR PROCEEDING AGAINST THE CITY OF CONCORD AND THAT THE CITY WILL COOPERATE FULLY IN THE DEFENSE. (PLNG)

THE PERMIT AND APPROVAL SHALL EXPIRE IN TWO YEARS FROM THE DATE ON WHICH THEY BECAME EFFECTIVE. 30 DAYS AFTER THE ADOPTION OF THE REZONING UNLESS CONSTRUCTION PERMITS ARE OBTAINED AND WORK HAS BEGUN, ALL PERMITS APPROVED CONCURRENTLY WITH A VESTING TENTATIVE MAP SHALL BE VALID FOR THE LIFE OF THE MAP. (PLNG)

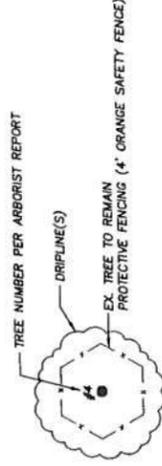
A REQUEST FOR A TIME EXTENSION FROM THE EXPIRATION DATE CAN BE CONSIDERED IF AN APPLICATION WITH REQUIRED FEE IS FILED AT LEAST 45 DAYS BEFORE THE ORIGINAL EXPIRATION DATE, OTHERWISE A NEW APPLICATION IS REQUIRED. A PUBLIC HEARING WILL BE REQUIRED FOR ALL EXTENSION APPLICATIONS, EXCEPT THOSE INVOLVING ONLY DESIGN REVIEW. EXTENSIONS ARE NOT AUTOMATICALLY APPROVED. CHANGES IN CONDITIONS, CITY POLICIES, SURROUNDING NEIGHBORHOOD, AND OTHER FACTORS PERMITTED TO BE CONSIDERED UNDER THE LAW, MAY REQUIRE, OR PERMIT DENIAL. (PLNG)





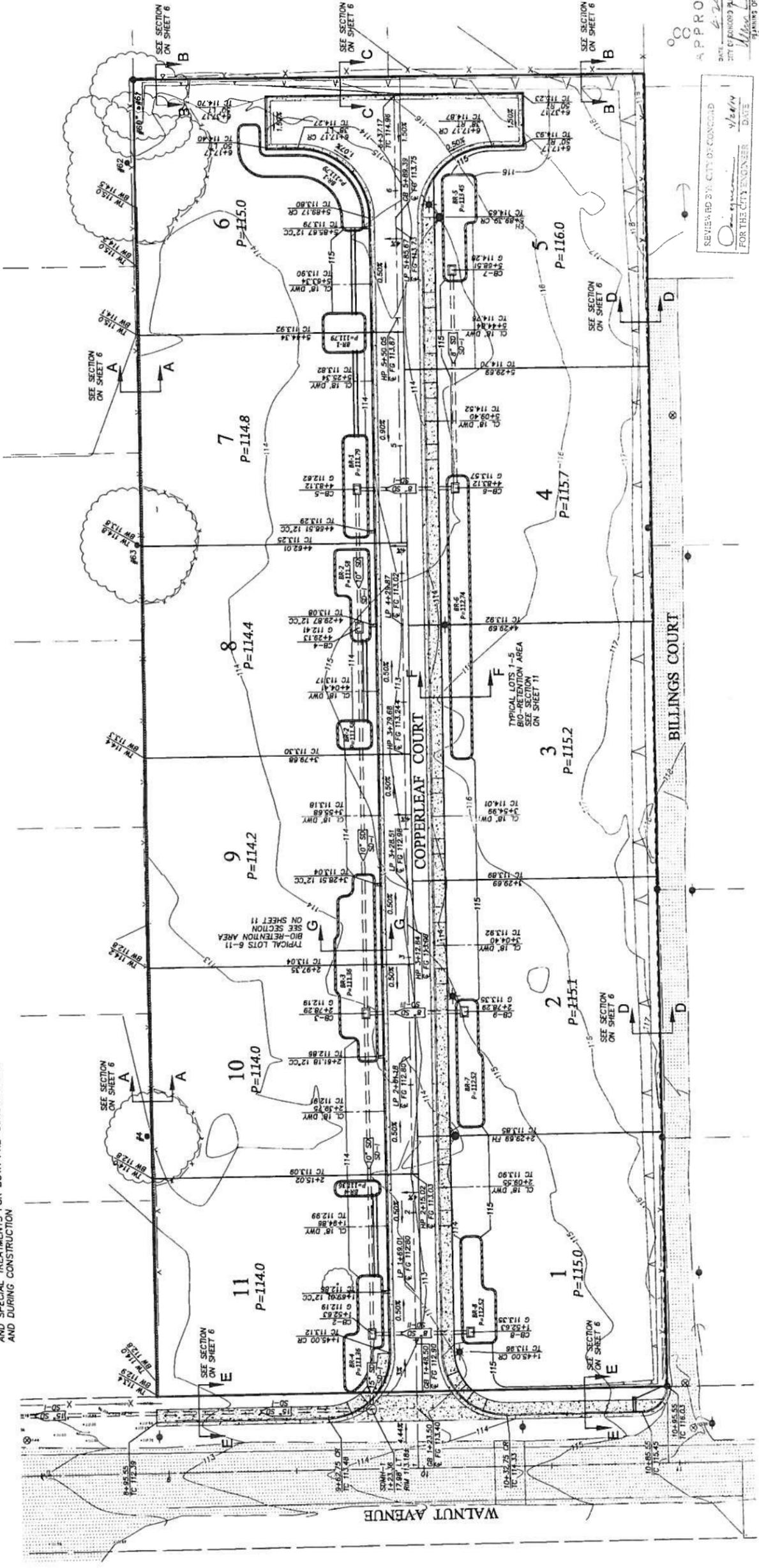
GRADING QUANTITIES

CUT	4,761 CU. YDS.
FILL	1,357 CU. YDS.
3,404 CU. YDS. EXPORT	



NOTE:
ALL TREES NOT SHOWN TO BE PROTECTED SHALL BE REMOVED PER THE ARBORIST REPORT.

- TREE PRESERVATION NOTES**
1. PRIOR TO ANY GRADING OR CONSTRUCTION, THE CONTRACTOR SHALL SET UP THE TREE PROTECTION ZONES PER THIS PLAN.
 2. NO TRENCHING, GRADING OR FILL WITHIN THE TREE DRIPLINE OF ANY PROTECTED TREE WITHOUT HAVING A CERTIFIED ARBORIST PRESENT.
 3. TREES IN THE WORK ZONE SHALL BE FLAGGED AND MARKED PRIOR TO ANY CLEARING OR STRIPPING WORK. 4" ORANGE PROTECTIVE FENCING OR EQUIVALENT AS APPROVED BY CERTIFIED ARBORIST, AND WHERE SHOWN ON THIS PLAN, SHALL BE INSTALLED PRIOR TO COMMENCING ANY GRADING. ALL SOLVENTS, FUELS AND CONSTRUCTION DEBRIS SHALL BE KEPT OUTSIDE OF THE TREE PROTECTION ZONE.
 4. THE DEVELOPER SHALL MAINTAIN ALL PROTECTION FENCING IN AN UPRIGHT, STURDY MANNER AT THE PRESCRIBED LOCATION THROUGHOUT THE ENTIRE CONSTRUCTION PHASE.
 5. A CERTIFIED ARBORIST MUST BE PRESENT WHEN ANY ACTIVITY TAKES PLACE WITHIN THE DESIGNATED TREE PROTECTION AREA.
 6. REFER TO ARBORIST REPORT PAGES 7-8 FOR ADDITIONAL TREE PRESERVATION GUIDELINES, DESIGN RECOMMENDATIONS AND SPECIAL TREATMENTS FOR BOTH PRE-CONSTRUCTION AND DURING CONSTRUCTION.



APPROVED
DATE: 4/24/14
REVIEWED BY: CITY OF CONCORD
FOR THE CITY ENGINEER: [Signature]
DATE: 4/24/14

SHEET 7 OF 13
DATE 04-18-2014

GRADING & IMPROVEMENT PLANS
GRADING & TREE PRESERVATION PLAN
COPPERLEAF - SUBDIVISION # 9162
CONCORD, CA

817 Arnold Drive, Ste 50
Martinez, CA 94553
Ph: (925) 476-8499
www.apexce.net



DESIGN:	JV
DRAWN:	JV
CHECKED:	BL
PROJECT #:	1307

NO	BY	DATE	REVISIONS

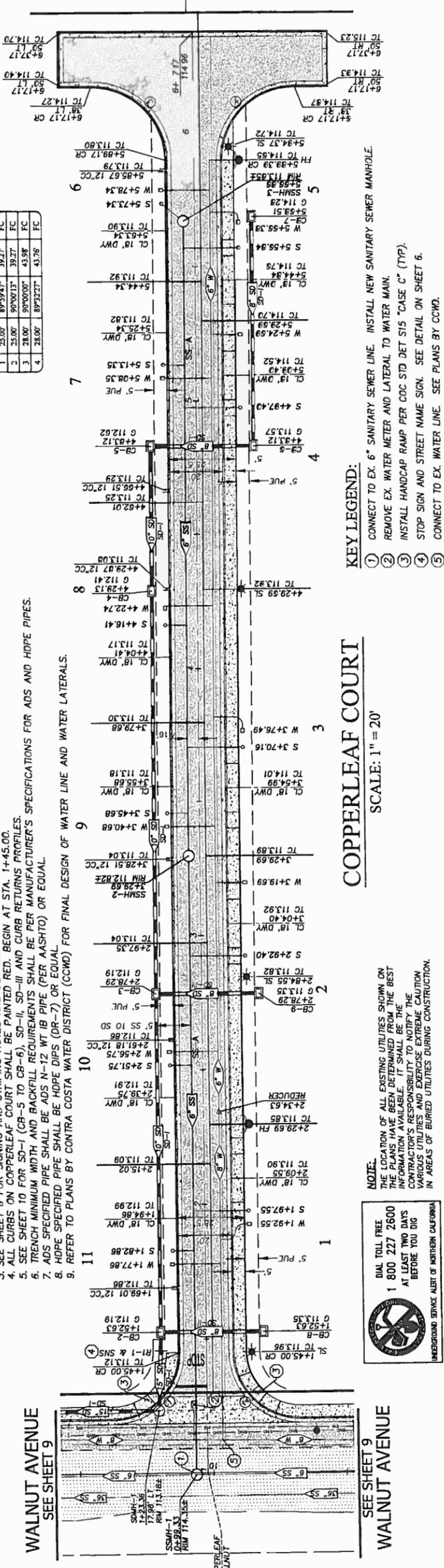
CURVE DATA TABLE

NO.	RADIUS	DELTA	LENGTH	DESC.
1	25.00'	89°39'47"	39.27'	FC
2	25.00'	90°00'00"	39.27'	FC
3	25.00'	90°00'00"	43.98'	FC
4	28.00'	89°22'27"	43.96'	FC

- NOTES:**
- SEE SHEET 9 FOR IMPROVEMENTS WITHIN WALNUT AVENUE RIGHT-OF-WAY.
 - TRENCH BACKFILL AND RESURFACING IN WALNUT AVENUE SHALL BE PER COC STD DET S-17.
 - SEE SHEET 6 FOR SIGNING AND STRIPING NOTES AND DETAILS.
 - ALL CURBS ON COPPERLEAF COURT SHALL BE PAINTED RED.
 - SEE SHEET 10 FOR SD-1 (CB-5 TO CB-6), SD-II, SD-III AND CURB RETURNS PROFILES.
 - TRENCH MINIMUM WIDTH AND BACKFILL REQUIREMENTS SHALL BE PER MANUFACTURER'S SPECIFICATIONS FOR ADS AND HDPE PIPES.
 - ADS SPECIFIED PIPE SHALL BE HDPE DIPS (DR-7) OR EQUAL.
 - HDPE SPECIFIED PIPE SHALL BE HDPE DIPS (DR-7) OR EQUAL.
 - REFER TO PLANS BY CONTRA COSTA WATER DISTRICT (CCWD) FOR FINAL DESIGN OF WATER LINE AND WATER LATERALS.

WALNUT AVENUE
SEE SHEET 9

WALNUT AVENUE
SEE SHEET 9

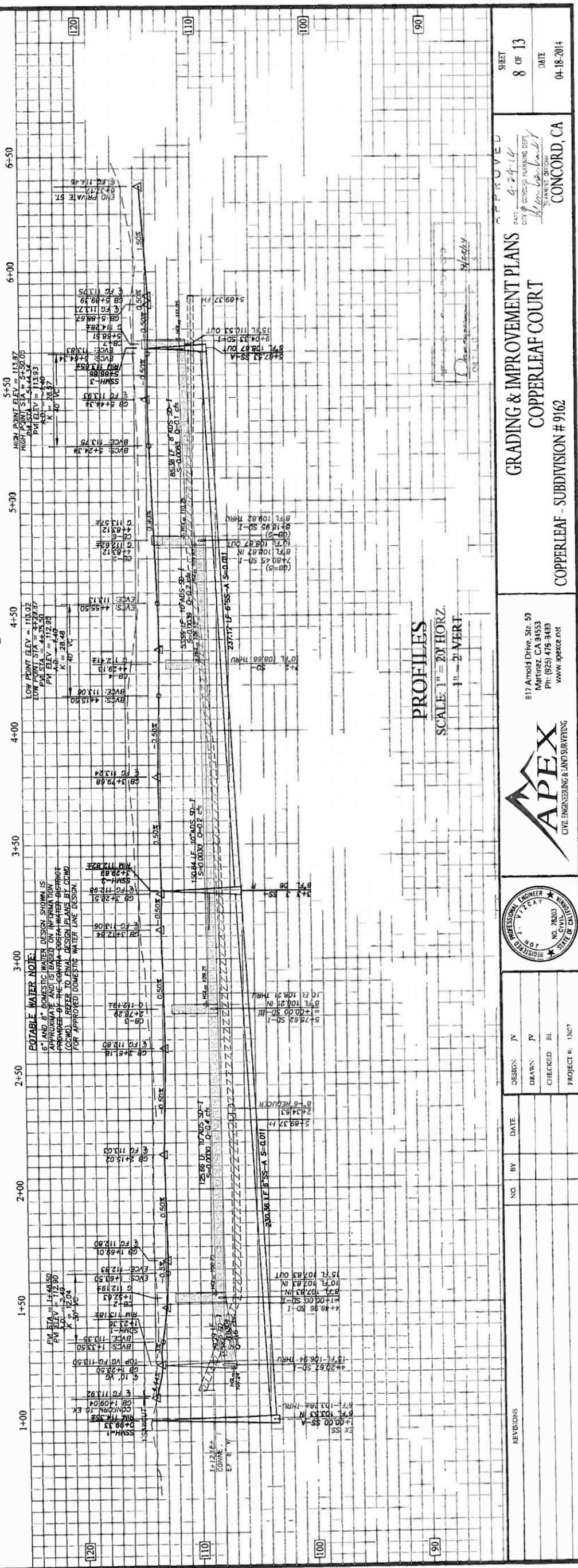
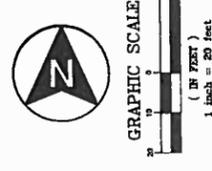


COPPERLEAF COURT
SCALE: 1" = 20'

- KEY LEGEND:**
- CONNECT TO EX. 6" SANITARY SEWER LINE. INSTALL NEW SANITARY SEWER MANHOLE.
 - REMOVE EX. WATER METER AND LATERAL TO WATER MAIN.
 - INSTALL HANDCAP RAMP PER COC STD DET S15 "CASE C" (TYP).
 - STOP SIGN AND STREET NAME SIGN. SEE DETAIL ON SHEET 6.
 - CONNECT TO EX. WATER LINE. SEE PLANS BY CCWD.

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

DIAL TOLL FREE
1 800 227 2600
AT LEAST TWO DAYS BEFORE YOU DIG
UNDERGROUND SERVICE AGENCY OF NORTHERN CALIFORNIA



PROFILES
SCALE: 1" = 20' HORIZ.
1" = 2' VERT.

APPROVED
DATE: 4-24-14
CITY OF CONTRA COSTA PLANNING DEPT.
PLANNING OFFICIAL: [Signature]
CONCORD, CA

GRADING & IMPROVEMENT PLANS
COPPERLEAF COURT
COPPERLEAF - SUBDIVISION # 9162

817 Arnold Drive, Ste. 50
Martinez, CA 94553
Ph: (925) 476-3433
WWW.APEX-NSI.COM

APEX
CIVIL ENGINEERING & LAND SURVEYING

DESIGN: JV
DRAWN: JV
CHECKED: BL
PROJECT #: 1307

NO. BY DATE

REVISIONS

SHEET 8 OF 13
DATE 04-18-2014

KEY LEGEND:

- 1 EXISTING 12" CMP OUTFALL INTO CANAL.
- 2 EXISTING CANAL PROPERTY FENCING. WALNUT AVE STA. 6+61.18
- 3 EXISTING GAS LINE TO REMAIN.
- 4 NEW CONCRETE COLLAR AT GRADE BREAK IN 12" CMP PIPE. WALNUT AVE STA. 6+67.14
- 5 RE-LAY EXISTING 27.7 LF OF 12" CMP PER PLAN.
- 6 REGRADE EXISTING SWALE PER PROFILE BELOW.
- 7 EXISTING POWER POLE TO REMAIN.
- 8 REPLACE EXISTING ASPHALT AS NEEDED TO INSTALL 15" STORM DRAIN.
- 9 BEGIN ASPHALT SAWCUT AND PAVEMENT TRANSITION. WALNUT AVE STA. 6+114.17.
- 10 RELOCATE EXISTING WATER METER.
- 11 EXISTING WATER VALVE TO REMAIN. SET TO NEW GRADE.
- 12 EXISTING FIRE HYDRANT TO REMAIN.
- 13 PAVEMENT SAWCUT LINE. 1" MIN. FROM EX. EDGE OF PWMT.
- 14 REMOVE EXISTING SANITARY SEWER LATERAL AND CLEANOUT.
- 15 6" SIDE OPENING TO FACE DITCH ON STREET SIDE.
- 16 NEW ASPHALT AT MINIMUM 2% CROSS SLOPE.
- 17 INSTALL HANDCAP RAMP PER COC STD S15 "CASE C" (TYP).
- 18 10' WIDE CONCRETE VALLEY GUTTER PER COC STD DET 5-16.
- 19 NEW THRU-CURB DRAIN PER DETAIL ON SHEET 6.
- 20 REMOVE EX. WATER METER AND LATERAL TO WATER MAIN.
- 21 13 LF. OF SOLID 4" PVC PIPE AT 2% SLOPE
- 22 FRENCH DRAIN PER DETAIL ON SHEET 6.

NOTES:

1. SEE SHEET 8 FOR IMPROVEMENTS WITHIN COPPERLEAF COURT.
2. INSTALL SLURRY SEAL ON WALNUT AVENUE FROM LIP OF GUTTER TO STREET CENTERLINE ALONG PROJECT FRONTAGE.
3. TRENCH BACKFILL AND RESURFACING IN WALNUT AVENUE SHALL BE PER COC STD DET 5-17.
4. SEE SHEET 10 CURB RETURN PROFILES.
5. REFER TO JOINT TRENCH PLANS BY LIGHTHOUSE DESIGN FOR DESIGN OF UNDERGROUNDING OF OVERHEAD POWER LINES.

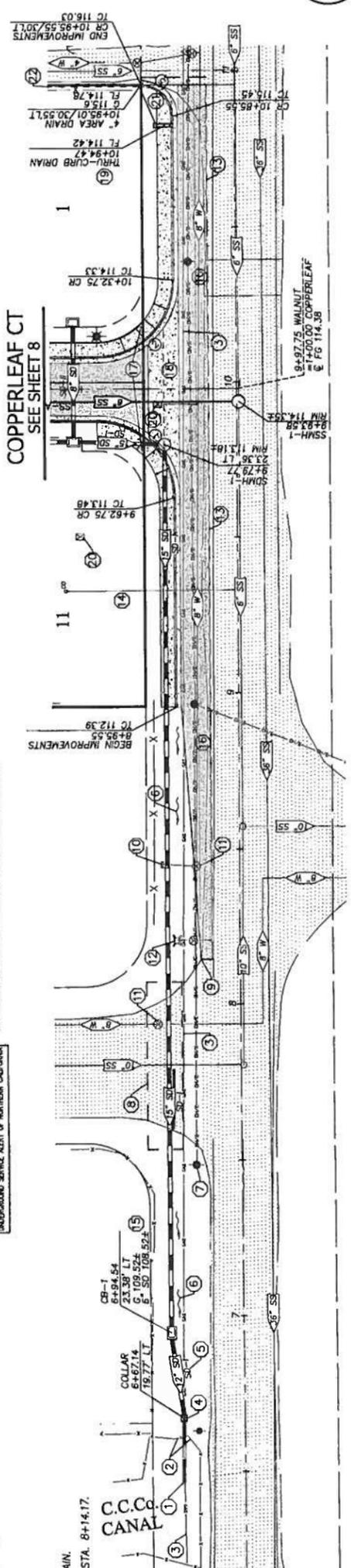
NOTE:
THE LOCATION OF ALL EXISTING UTILITIES SHOWN ON THE PLANS HAVE BEEN DETERMINED FROM THE BEST AVAILABLE INFORMATION. THE CONTRACTOR'S RESPONSIBILITY TO NOTIFY THE VARIOUS UTILITIES AND EXERCISE EXTREME CAUTION IN AREAS OF BURIED UTILITIES DURING CONSTRUCTION.

DIAL TOLL FREE
1 800 227 2600
AT LEAST TWO DAYS BEFORE YOU DIG
REGISTERED SERVICE AGENCY OF NORTHERN CALIFORNIA

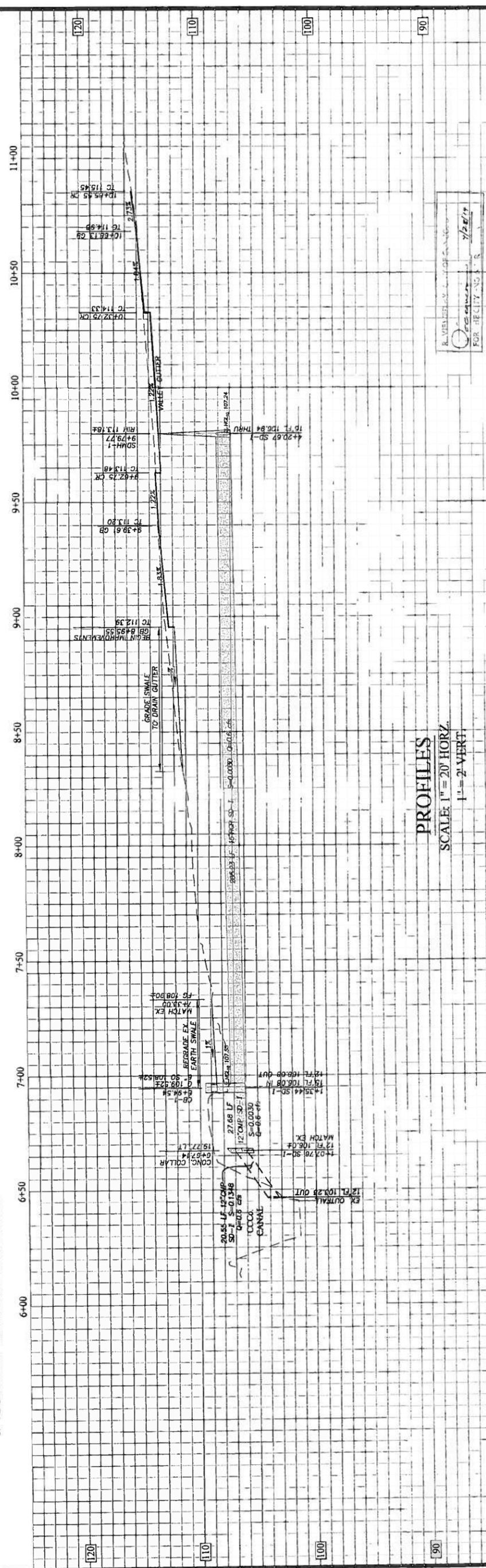


CURVE DATA TABLE

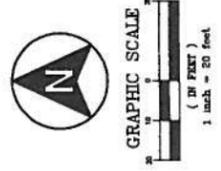
NO.	RADIUS	DELTA	LENGTH	DISC.
1	25.00'	89°34'47"	39.27'	PC
2	25.00'	90°00'13"	39.27'	PC
3	10.00'	89°58'48"	15.70'	PC



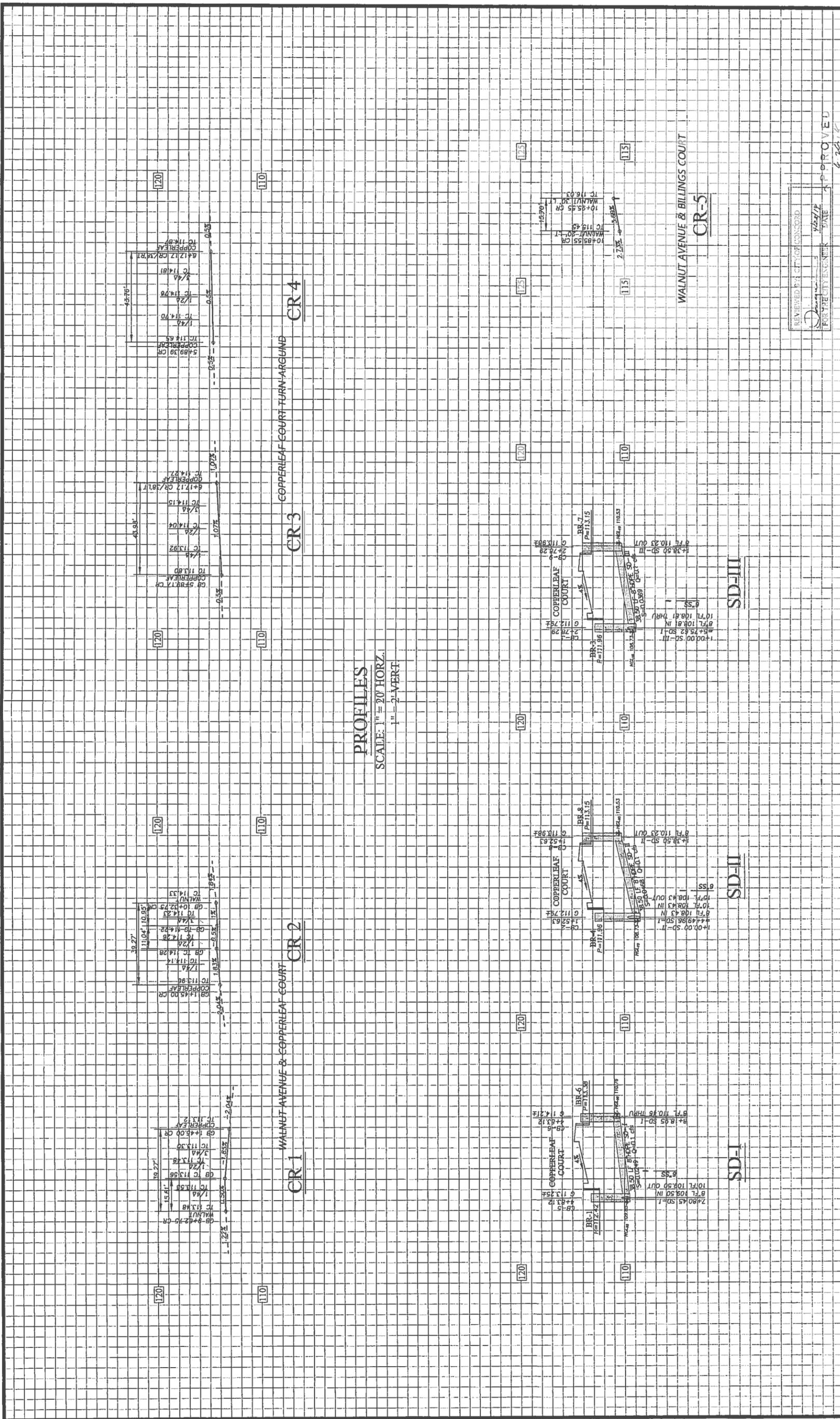
WALNUT AVENUE
SCALE: 1" = 20'



PROFILES
SCALE: 1" = 20' HORIZ.
1" = 2' VERT.



<p>REVISIONS</p>	<table border="1"> <thead> <tr> <th>NO.</th> <th>BY</th> <th>DATE</th> <th>DESIGN</th> <th>JV</th> </tr> </thead> <tbody> <tr> <td> </td> <td> </td> <td> </td> <td> </td> <td> </td> </tr> </tbody> </table>	NO.	BY	DATE	DESIGN	JV						<table border="1"> <thead> <tr> <th>NO.</th> <th>BY</th> <th>DATE</th> <th>CHECKED</th> <th>BL</th> </tr> </thead> <tbody> <tr> <td> </td> <td> </td> <td> </td> <td> </td> <td> </td> </tr> </tbody> </table>	NO.	BY	DATE	CHECKED	BL						<p>PROJECT # 13027</p>	<p>APEX CIVIL ENGINEERING & LAND SURVEYING</p> <p>817 Arnold Drive, Ste. 50 Martinez, CA 94553 Ph: (925) 476-8499 www.apexca.net</p>	<p>DATE: 6-24-14 CITY ENGINEER PLANNING DEPT. DATE: 7/28/14 PLANNING OFFICIAL</p>	<p>SHEET 9 OF 13 DATE 04-18-2014</p>
NO.	BY	DATE	DESIGN	JV																						
NO.	BY	DATE	CHECKED	BL																						
<p>GRADING & IMPROVEMENT PLANS WALNUT AVENUE & STORM DRAIN PROFILES COPPERLEAF - SUBDIVISION # 9162 CONCORD, CA</p>				<p>FOR THE CITY OF CONCORD CITY ENGINEER</p>																						



PROFILES
 SCALE: 1" = 20' HORIZ.
 1" = 2' VERT.

REVIEWED BY: CITY OF CONCORD
 DATE: 4/24/14
 FOR THE CITY ENGINEER: APPROVED
 DATE: 4/24/14

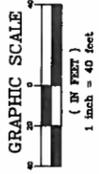
SHEET
 10 OF 13
 DATE
 04-18-2014

GRADING & IMPROVEMENT PLANS
 CURB RETURN PROFILES & BIO-RETENTION AREA DETAIL
 COPPERLEAF - SUBDIVISION # 9162
 CONCORD, CA

817 Arnold Drive, Ste. 50
 Martinez, CA 94553
 PH: (925) 476-8499
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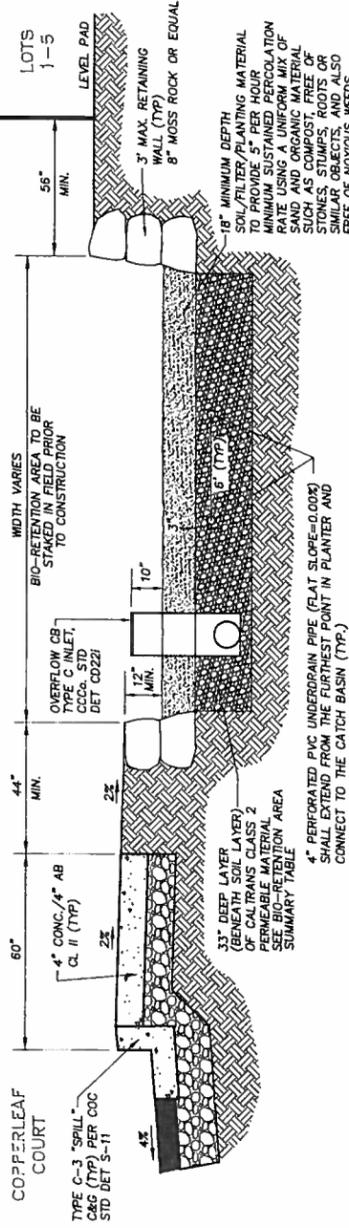


ABBREVIATIONS
 BR - BIO-RETENTION AREA
 C - CONCRETE
 L - LANDSCAPE AREA
 R - ROOFTOP
 ST - SELF-TREATING LANDSCAPE AREA

BIO-RETENTION AREA SUMMARY

AREA	PAD ELEVATION	SOIL LAYER SECTION	GRAVEL LAYER SECTION	UNDERDRAIN FLOW LINE ELEVATION	ORIFICE DIAMETER
BR-1	111.79	18"	33"	109.71	1.09"
BR-2	111.58	18"	33"	109.50	0.71"
BR-3	111.36	18"	33"	109.28	1.00"
BR-4	111.36	18"	33"	109.28	0.73"
BR-5	113.45	18"	33"	111.37	0.68"
BR-6	112.74	18"	33"	110.66	0.96"
BR-7	112.52	18"	33"	110.44	0.68"
BR-8	112.52	18"	33"	110.44	0.68"

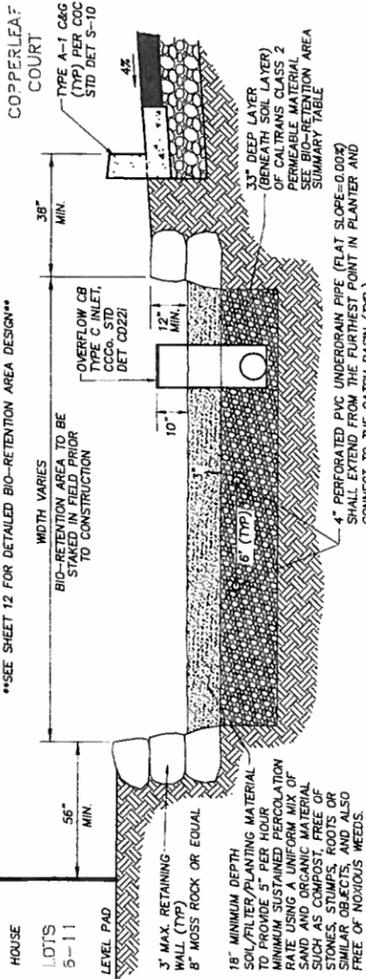
****SEE SHEET 12 FOR DETAILED BIO-RETENTION AREA DESIGN****



BIO-RETENTION AREAS BR-5 TO BR-8 (LOTS 1-5)

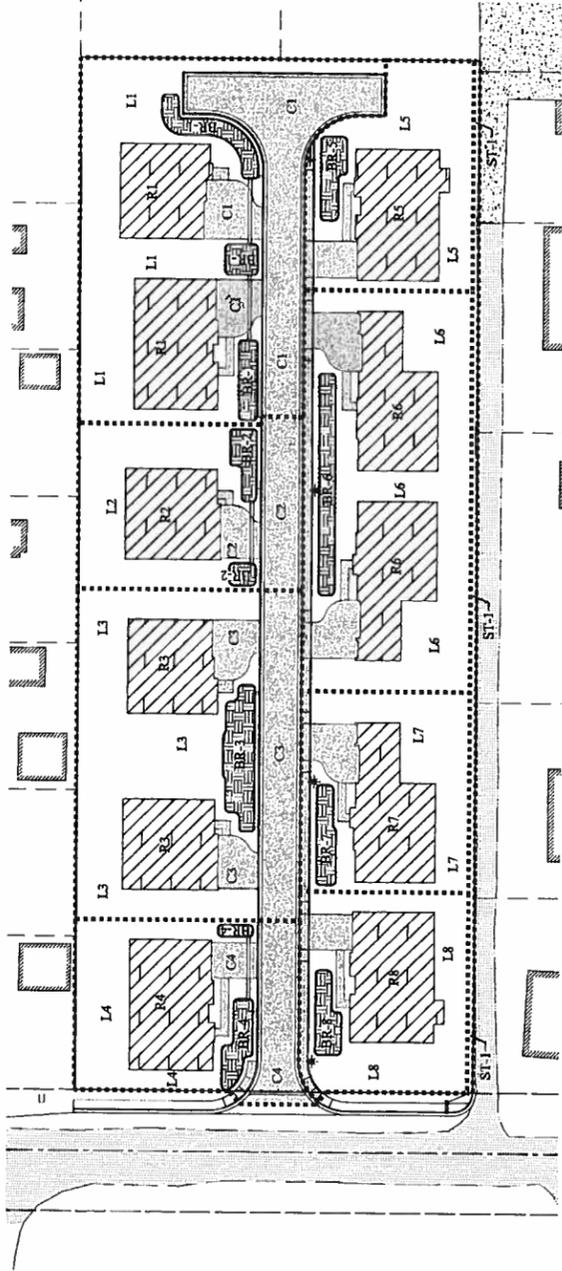
SECTION F-F
 NOT TO SCALE

****SEE SHEET 12 FOR DETAILED BIO-RETENTION AREA DESIGN****



BIO-RETENTION AREAS BR-1 TO BR-4 (LOTS 6-11)

SECTION G-G
 NOT TO SCALE



C.3 COMPLIANCE
 REFER TO STORM WATER CONTROL PLAN REPORT FOR ADDITIONAL INFORMATION

CALTRANS CLASS 2 SPECIFICATION:

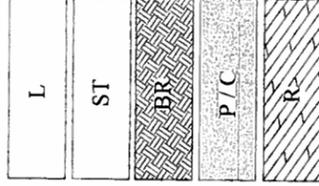
WHEN TESTED UNDER CALIFORNIA TEST 202 AGGREGATE MUST COMPLY WITH THE GRADING REQUIREMENTS FOR THE SEVE SIZES SHOWN IN THE FOLLOWING TABLE.

AGGREGATE GRADING

SIEVE SIZES	PERCENTAGE PASSING	
	1-1/2 INCH MAXIMUM OPERATING RANGE	3/4 INCH MAXIMUM OPERATING RANGE
2"	100	100
1-1/2"	90-100	87-100
1"	---	---
3/4"	50-85	45-90
NO. 4	20-45	20-50
NO. 30	10-25	6-29
NO. 200	2-9	0-12

C.3 STORM WATER CONTROL LEGEND:

DRAINAGE MANAGEMENT AREAS (DMA):



THROUGH PLAN BY: CITY OF CONCORD
 DATE: 4/24/14

FOR THE CITY ENGINEER'S DATE

GRADING & IMPROVEMENT PLANS

C.3 STORM WATER CONTROL PLAN

COPPERLEAF - SUBDIVISION # 9162

817 Arnold Drive, Ste. 50
 Martinez, CA 94553
 Ph: (925) 476-8888
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NO.	BY	DATE	PROJECT #
			13027

REVISIONS

SHEET 11 OF 13
 DATE 04-18-2014

DATE 4-24-14
 CITY ENGINEER PLANNING DEPT.
 Joseph A. Vitay
 CIVIL ENGINEER
 CONCORD, CA

EROSION PREVENTION & DUST CONTROL PLAN

COPPERLEAF - SUBDIVISION 9162

CITY OF CONCORD
COUNTY OF CONTRA COSTA
STATE OF CALIFORNIA

EROSION PREVENTION NOTES

- THE CONTRACTOR IS RESPONSIBLE FOR ALL ASPECTS OF "EROSION CONTROL" FOR THE LIFE OF THE PROJECT AND SHALL INSTALL AND MAINTAIN ANY DEVICES AND MEASURES NECESSARY TO THE SATISFACTION OF THE CITY ENGINEER, DURING THE ENTIRE YEAR. THIS PLAN IS A GUIDELINE ONLY. THE CONTRACTOR SHALL TAKE WHATEVER STEPS ARE NECESSARY TO MINIMIZE THE QUANTITY OF ERODED MATERIAL FROM FLOWING INTO CREEKS AND PERMANENT STORM DRAINS AS APPROVED BY THE AGENCIES. ANY ADDITIONAL REQUESTS OR RECOMMENDATIONS MADE BY THE AGENCIES SHALL ALSO BE IMPLEMENTED BY THE CONTRACTOR AND CONSIDERED PART OF THIS PLAN.
- ALL WORK SHALL BE DONE IN ACCORDANCE WITH THE CITY OF CONCORD (OR OTHER GOVERNING JURISDICTION) STANDARD SPECIFICATIONS.
- TO MINIMIZE EROSION OF GRADED BANKS, ALL GRADED BANKS AND STOCKPILE AREAS SHALL BE HYDROMULCHED, LANDSCAPED OR SEALED PER THE CONTRA COSTA CLEAN PROGRAM MANUAL LATEST EDITION.
- TO CONTROL EROSION WITHIN THE STREET RIGHT OF WAY, BALES OF STRAW, FILTRATION BAGS, BEAMS OR OTHER SUITABLE MATERIAL SHALL BE PLACED WHERE SHOWN ON THIS PLAN OR AS REQUIRED BY THE CITY ENGINEER (OR OTHER JURISDICTIONAL INSPECTOR) (SEE STRAW BALE DIKE DETAIL). THE BALES SHALL BE SECURELY ANCHORED IN PLACE BY STAKES OR REBAR DRIVEN THROUGH THE BALES WITH THE FIRST STAKE IN EACH BALE ANGLED TOWARDS THE PREVIOUSLY LAID BALE TO FORCE THEM TOGETHER. THE BALES SHALL BE MAINTAINED IN GOOD CONDITION FOR THE ENTIRE YEAR OR UNTIL THE STREET IS PAVED. BALES OF HAY OR OTHER SUITABLE MATERIALS SHALL BE USED TO PREVENT SEDIMENT LADEN RUNOFF FROM ENTERING ANY PARTIALLY COMPLETED STORM DRAIN SYSTEM.
- WHEN TEMPORARY STRUCTURES HAVE SERVED THEIR INTENDED PURPOSE AND THE PURPOSE AND THE CONTRIBUTING DRAINAGE AREA HAS BEEN PROPERLY STABILIZED, THE EMBANKMENT AND RESULTING SEDIMENT DEPOSITS ARE TO BE LEVELED OR OTHERWISE DISPOSED OF BY THE CONTRACTOR AS RECOMMENDED BY THE SOILS ENGINEER.
- GRADED AREAS MUST DRAIN AWAY FROM THE FACE OF SLOPES AT THE CONCLUSION OF EACH WORKING DAY. DRAINAGE SHALL BE DIRECTED TOWARD DRAINAGE INLETS.
- ALL SLOPES WITH A HEIGHT OF GREATER THAN FIVE (5) FEET ARE TO BE HYDROMULCHED.
- ALL EROSION CONTROL STRUCTURES SHALL BE INSPECTED DAILY BY THE CONTRACTOR AND AFTER EACH RAINSTORM AND SHALL BE CLEANED OUT AS NECESSARY.
- SEE STORM WATER POLLUTION PREVENTION PLAN (SWPPP) REPORT FOR ADDITIONAL CONTROLS.
- CONTRACTOR SHALL NOTIFY THE SWPPP CONSULTANT IF AN EROSION PROBLEM EXISTS AND CONTROLS ARE NOT COVERED IN THE SWPPP. THE CONSULTANT PHONE NUMBER IS (925) 476-8499.
- IF A STORM DRAIN INLET HAS BEEN CONSTRUCTED IN AN UNPAVED AREA AND IS NOT BEING UTILIZED AS A SEDIMENT POND INLET, MEASURES SHALL BE TAKEN TO PREVENT THE INFLOW OF WATER (I.E. METAL PLATE OVER OPENING).
- LOCATION OF DESIGNATED MATERIAL DELIVERY, LOADING, UNLOADING, STORAGE AREAS, VEHICLE FUELING & EQUIPMENT AREAS, AS WELL AS CONCRETE WASHOUT AREAS ARE APPROXIMATED ON THESE PLANS. CONSTRUCTION OPERATIONS WILL DICTATE ANY RELOCATION OF THESE AREAS AS NECESSARY.

DUST CONTROL NOTES

- COVER ALL TRUCKS HAULING CONSTRUCTION AND DEMOLITION DEBRIS FROM THE SITE.
- A GRAVELED TRACK AT PROJECT ENTRYWAYS TO REMOVE MUD AND DIRT FROM VEHICLES LEAVING THE SITE SHALL BE PROVIDED.
- INSTALL WHEEL WASHERS FOR ALL EXITING TRUCKS, OR WASH OFF THE TIRES OR TRACKS OFF ALL TRUCKS AND EQUIPMENT LEAVING THE SITE.
- PROVIDE DAILY CLEAN-UP OF MUD AND DIRT CARRIED ONTO PAVED STREETS FROM THE SITE.
- WATER (OR AN ACCEPTABLE SOIL BINDER CHEMICAL) SHALL BE APPLIED TO ALL DISTURBED EARTH SURFACES (INCLUDING EARTH ROADS AND SOIL STOCKPILES). SURFACE MATERIAL SHALL BE SUFFICIENTLY WATERED TO PREVENT EXCESSIVE AMOUNTS OF DUST. WATERING SHALL OCCUR TWICE PER DAY WITH COMPLETE COVERAGE, PREFERABLY IN THE LATE MORNING AND AT THE COMPLETION OF WORK FOR THE DAY.
- USE WATER TO CONTROL DUST GENERATION DURING DEMOLITION OF STRUCTURES OR BREAK-UP OF PAVEMENT.
- ALL CLEARING, GRADING, EARTHMOVING, AND EXCAVATION SHALL STOP DURING PERIODS OF HIGH WINDS GREATER THAN 20 MPH OVER ONE HOUR.
- ALL MATERIAL TRANSPORTED OFF-SITE SHALL EITHER BE SUFFICIENTLY WATERED OR SECURELY COVERED TO PREVENT THE ESCAPE OF DUST AND DEBRIS.
- ON-SITE VEHICLE SPEED SHALL BE LIMITED TO 15 MPH.
- DURING ROUGH GRADING AND CONSTRUCTION, ADJACENT PUBLIC AND PRIVATE ROADS SHALL BE SWEEPED ONCE PER DAY, OR AS REQUIRED BY THE CITY, TO REMOVE SILT AND CONSTRUCTION DEBRIS.
- UNNECESSARY IDLING OF CONSTRUCTION EQUIPMENT SHALL BE AVOIDED.
- EQUIPMENT ENGINES SHALL BE MAINTAINED IN PROPER WORKING CONDITION PER MANUFACTURER'S SPECIFICATIONS.
- DURING PERIODS OF HEAVY AIR POLLUTION (MAY TO OCTOBER), THE CONSTRUCTION PERIOD SHALL BE LENGTHENED TO MINIMIZE THE AMOUNT OF EQUIPMENT OPERATING AT ONE TIME.

REVISIONS

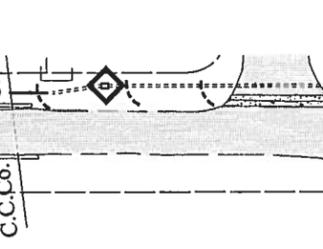
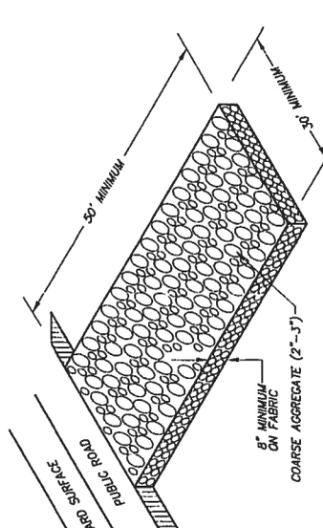
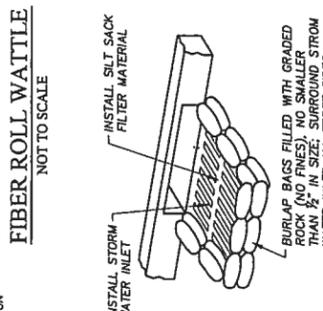
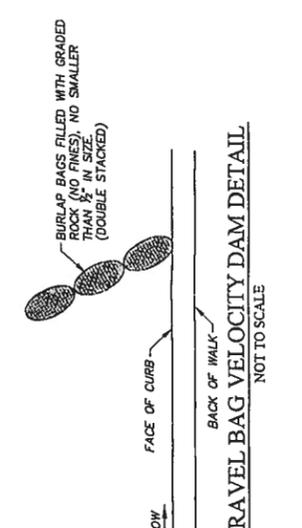
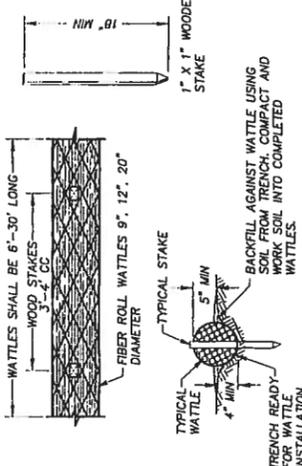
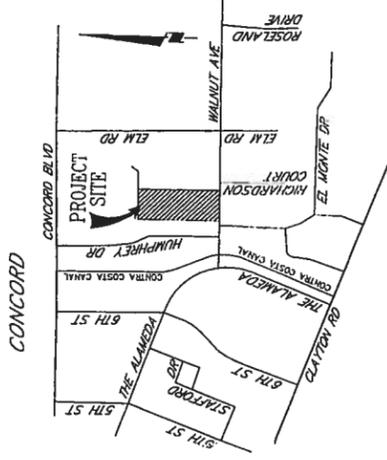
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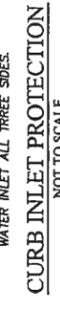
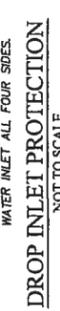
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GRADING & IMPROVEMENT PLANS
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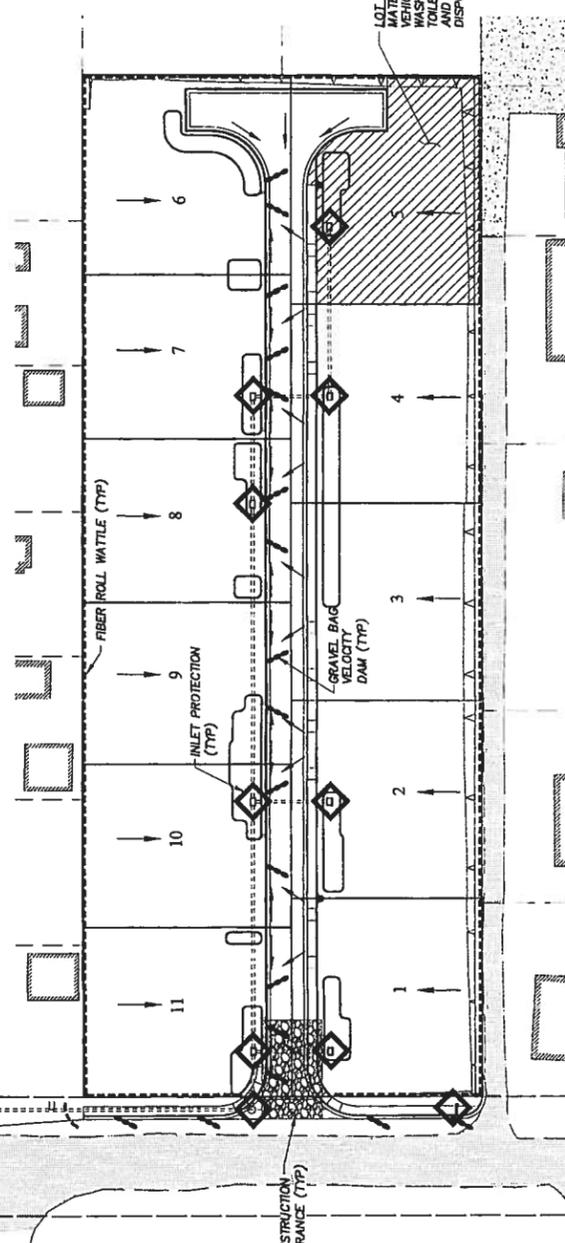
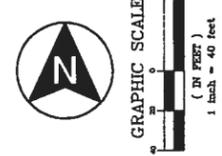
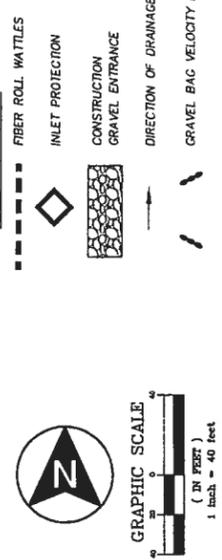
SHEET 13 OF 13
DATE 04-18-2014



- ### INLET PROTECTION NOTES:
- THICKNESS OF FILLED BAGS WHEN LAID FLAT SHALL NOT EXCEED 4".
 - BURLAP BAGS ARE TO BE LAPPED BETWEEN THE BAGS OR BETWEEN THE BAGS AND THE FACE OF CURB. REMOVE ACCUMULATED SILT, DIRT, AND DEBRIS BEFORE THE BAGS ARE 2" THICK IN THE CURB.
 - INSPECT INLET PROTECTION DAILY DURING EXTENDED RAINFALL PERIODS AND BEFORE AND AFTER EACH RAINFALL PERIOD.
 - SILT BAGS SHALL BE INSPECTED DAILY EMPTIED & CLEANED AS REQUIRED.



LEGEND



APPROVED
DATE 5/19/14
BY: Theodore Bayram
SOILS ENGINEER
REVIEWED FOR GEOTECHNICAL ASPECTS ONLY

REVIEWED BY: CITY OF CONCORD
DATE 4/20/14
FOR THE CITY ENGINEER

LOT 5 MATERIAL DELIVERY, STORAGE, WASHOUT, OFFICE TRAILER, TOILET AREA, AND HAZARDOUS AND NON-HAZARDOUS WASTE DISPOSAL

Exhibit D

Operation & Maintenance Manual

For C3 Storm Water Facilities

Copperleaf

Subdivision #9162

Concord, Ca

December 31, 2013

Prepared For:

Discovery Builders, Inc.

Concord, Ca

(925) 682-6419

Prepared By:



Martinez, Ca

(925) 476-8499

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I.B	Functions of Bio-Retention Areas	1
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II.B	BMP Operation and Maintenance Checklists	2
II.B.1	Storm Drain System Operation and Maintenance Checklist	2
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II.B.3	Bio-Retention Area General Operation and Maintenance Checklist	3
II.B.4	Bio-Retention Area Subdrain Operation and Maintenance Checklist	5
III.	Designation of Responsible Individuals for BMP Operation and Maintenance.....	6
IV.	Storm Water BMP Inspection and Maintenance Log	End of Manual

Maps

C.3	Storm Water Control Plan	End of Manual
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I. Summary of Storm Water Treatment Facilities

The Copperleaf Subdivision (#9162) will create 11 single family residential lots on a 2.36 acre site. The project is separated into nine drainage management areas (DMA). One DMA is self-treating and is designed to route run-on around the site and out to Walnut Avenue. The other eight DMA areas are made up of roofs, curb and gutter, sidewalk, pavements, driveways, landscaping, etc. and each contain a storm water treatment facility. These facilities are bio-retention areas, which clean and/or hydro modify the storm water as it flows into and through each facility. Once treated, the storm water then enters the public storm drain system "clean".

I.A Functions of Self-Treating Areas

A self-treating area functions as a means to route off-site run-on directly off site or to the public storm drain system. Self-treating areas cannot drain on to adjacent paved areas within the project or subdivision.

I.B Functions of Bio-Retention Areas

The bio-retention areas function as a soil and plant-based filtration device that removes pollutants through a variety of physical, biological, and chemical treatment processes. The bio-retention areas consist of a vegetated surface, "sandy loam" soil mix, ponding area, organic layer or mulch layer, storage layer, and under drain system. The runoff's velocity is reduced by being distributed evenly along a ponding area, and by interacting with the soil medium, vegetation, and soil microbes, as it passes through to the storage layer. Exfiltration of the stored water from the bio-retention areas storage layer into the under drain system occurs over a period of days (after significant storm events). The water is subsequently conveyed to the public storm drain system.

II. BMP Operation and Maintenance

II.A Commitment to Execute BMP Operation and Maintenance Plan

The covenants, conditions, and restrictions for the Homeowners Association for the Copperleaf Subdivision (#9162) require the Homeowners Association to maintain the self-treating area and bio-retention areas onsite. See attached checklists for detailed observation and maintenance actions with recommended inspection times and activities.

II.B BMP Operation and Maintenance Checklists

II.B.1 Storm Drain System Operation and Maintenance Checklist

Frequency: Before each rainy season

- Observation:**
Inspect the entire storm drain system from upstream end to the outfalls, including all catch basins and manholes. Look for obstructions, vegetation, debris, litter, sediment, etc. blocking the openings.
- Maintenance Action:**
Remove obstructions, vegetation, debris, litter, sediment, etc. Flushing may be necessary.

Frequency: After first heavy rain

- Observation:**
Inspect the entire storm drain system from upstream end to the outfalls, including all catch basins and manholes. Look for obstructions, debris, litter, sediment, etc. blocking the openings. Any evidence of ponding in the catch basins or manholes indicates a possible blockage.
- Maintenance Action:**
Remove obstructions, debris, litter, sediment, etc. Flushing may be necessary.

II.B.2 Self-Treating Area General Operation and Maintenance Checklist

Frequency: Before each rainy season

- Observation:**
Inspect the self-treating area for debris, litter that would cause an obstruction to the drainage running offsite.
- Maintenance Action:**
Remove debris, litter, or any earth that would cause drainage runoff to pond. Ensure drainage can run offsite.

Frequency: After first heavy rain

- Observation:**
Inspect the self-treating ea for debris, litter that would cause an obstruction to the drainage running offsite.
- Maintenance Action:**
Remove debris, litter, or any earth that would cause drainage runoff to pond. Ensure drainage can run offsite.

II.B.3 Bio-Retention Area General Operation and Maintenance Checklist

Frequency: Ongoing

- Observation:**
Before making any modification to on-lot swales, downspouts, grading, landscaping or drainage patterns, ascertain what effect such modification will have on the flow of water to the bio-retention areas.
- Maintenance Action:**
Refrain from any construction, grading, landscaping, piping or any other construction that will affect the flow of water to the bio-retention areas. Correct any changes that divert stormwater away from treatment facilities and otherwise reduce their effectiveness.

Frequency: Monthly

- Observation:**
Inspect the bio-retention areas for litter, debris, leaves, dead vegetation and anything else that might interfere with flow, filtration or growth of grass or plants.
- Maintenance Action:**
Remove all such litter, debris, leaves, dead vegetation, etc. by hand or with hand tools. Replace dead vegetation as appropriate.

- Observation:**
Inspect for growth of trees or invasive plants in bio-retention areas.
- Maintenance Action:**
Remove invasive plants, weeds, shrubs, trees, or anything with a woody stem from bio-retention areas.

- Observation:**
Inspect condition of grass or plants in bio-retention area. Grass or plant must be of sufficient density and health to provide filtration and protect from erosion.
- Maintenance Action:**
Mow as necessary, fertilize as necessary, note bare spots and reseed as necessary, remove dead grass and reseed as necessary. Fertilization is to be performed by a licensed professional. Only the minimum effective amount of fertilizer is to be used, to prevent downstream eutrophication. Fertilizers used should be the most environmentally benign products available.

- Observation:**
Inspect for the presence of pests which constitute a nuisance and/or threaten the survival of the grass or plants in the bio-retention areas.

- Maintenance Action:
Apply pesticide to the minimum amount necessary to control pests. All application of pesticide is to be performed by a licensed professional pest control contractor trained in Integrated Pest Management (IPM) techniques.

Frequency: Before each rainy season

- Observation:
Inspect bio-retention inlet pipes and cobblestone dissipation pads for any obstructions, debris, litter, vegetation, etc. Nothing should obstruct the flow of water into the bio-retention areas.
- Maintenance Action:
Remove obstructions, debris, litter, vegetation, etc.

- Observation:
Inspect bank of the bio-retention areas. Look for gullies, washouts, evidence of uncontrolled surface water flow or any other evidence of distress to the slope.
- Maintenance Action:
Repair bank by excavating gullies and replacing soil in its original configuration properly compacted. Ensure repair will not allow slope erosion again.

- Observation:
Inspect adjacent infrastructure, such as retaining walls, curbs, sidewalks and pavement for signs of failure caused by water intrusion into the surrounding soil. This is a sign of poor drainage from the bio-retention area.
- Maintenance Action:
Determine the cause of the poor drainage and repair.

Frequency: After first heavy rain

- Observation:
Inspect the bio-retention areas to determine whether the facility is draining properly. Look for standing water or soggy, saturated soil. Look for holes containing standing water that would permit mosquitoes. Water should drain from the bio-retention areas within 72 hours. After 72 hours, there should be no areas of standing water and bio-retention area should have drained evenly.
- Maintenance Action:
Determine the cause of the poor drainage and repair. Fill holes containing standing water with “sandy loam” soil mix. Tilling of “sandy loam” soil mix may be required. After several years, the soil medium may become impermeable because of silt deposition, in which case removal and replacement of the “sandy loam” soil mix and gravel will be required.

**Frequency: When Bio-Retention Facility is substantially failing to perform
(Estimated 15 years from installation)**

- Observation:**
Bio-retention facilities are failing to drain and/or discharging “dirty water” into public storm drain system. Minor maintenance activities have failed to rectify the problem.
- Maintenance Action:**
Perform a thorough inspection of the bio-retention area by a licensed professional (i.e. landscape contractor, landscape architect, civil engineer, etc.) Replace the failed components and repair of the bio-retention facility to design specifications (per the Storm Water Control Plan).

II.B.4 Bio-Retention Area Subdrain Operation and Maintenance Checklist

Frequency: Before each rainy season

- Observation:**
Inspect all subdrain cleanouts. Ensure that all cleanout caps are present. Look for obstructions, debris, trash, vegetation, etc. growing inside the subdrain or covering the cleanout.
- Maintenance Action:**
Remove any obstructions, debris, litter, vegetation, etc. by hand if present at or near cleanout entrance. Flush with pressurized water if further down the pipe. Replace missing cleanout caps and secure to prevent unauthorized removal or accidental replacement.

Frequency: After first heavy rain

- Observation:**
Inspect each subdrain where it enters the overflow catch basin within each bio-retention area. Remove the threaded cap with drilled orifice hole and inspect for blockages. Ensure subdrain and/or orifice is clear.
- Maintenance Action:**
Clean or flush the line with pressurized water to ensure flow, if subdrain and/or orifice is blocked or dirty.

Designation of Responsible Individuals for BMP Operation and Maintenance			
Date Completed	12/31/13		
Facility Name	Copperleaf C.3 Treatment Areas		
Facility Address	3319 Walnut Avenue Concord, Ca 94519		
Designated Contact for Operation and Maintenance			
Name:	Kris Kamerzell	Title or Position:	Project Manager
Telephone:	925-682-6419	Alternate Telephone:	925-250-7495
Email:	kkamerzell@discoverybuilders.com		
Off-Hours or Emergency Contact			
Name:	Kris Kamerzell	Title or Position:	Project Manager
Telephone:	925-682-6419	Alternate Telephone:	925-250-7495
Email:	kkamerzell@discoverybuilders.com		
Corporate Officer (authorized to execute contracts with the City, Town, or County)			
Name:	Louis Parsons	Title or Position:	Vice President
Address:	4061 Port Chicago Highway Concord, Ca 94520		
Telephone:	925-682-6419	Alternate Telephone:	925-689-2047
Email:	lparsons@discoverybuilders.com		

Stormwater BMP Inspection and Maintenance Log

Facility Name	
Address	
Begin Date	End Date

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

Instructions: Record all inspections and maintenance for all treatment BMPs on this form. Use additional log sheets and/or attach extended comments or documentation as necessary. Submit a copy of the completed log with the annual independent inspectors' report to the governing municipality, and start a new log at that time.

- BMP ID# — always use the designation used on C.3 Storm Water Control Plan for the ID#.
- Inspected by — Note all inspections and maintenance on this form, including the required independent annual inspection.
- Cause for inspection — Note if the inspection is routine, pre-rainy-season, post-storm, annual, or in response to a noted problem or complaint.
- Exceptions noted — Note any condition that requires correction or indicates a need for maintenance.
- Comments and actions taken — Describe any maintenance done and/or need for follow-up.

Exhibit E

EXHIBIT

FORM OF CHECKLIST

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

- Remove any accumulations of sediments, litter and debris
- Examine the overflow, remove all excess debris
- Observe the structures and fix, repair any failure
- Note the conditions of the vegetation
- Replace any dead vegetation
- Remove any nuisance or invasive vegetation
- Clean up immediate area, fallen leaves and trashes, etc..
- Confirm the irrigation is adequate and not excessive
- Remove any debris from inlets and drain system
- Check for ponding areas, greater than 48 hours
- Check for areas of erosion
- Check life of plant, shrubs, grasses, if any and/or necessary

Exhibit F

