BLACKHAWK GEOLOGIC HAZARD
ABATEMENT DISTRICT

SECOND AMENDED PLAN OF CONTROL
(Including Annexation of The Canyons at Blackhawk)

August 30, 2006

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Blackhawk Board of Directors
Contra Costa County Board of Supervisors
c/o Eric Whan, GHAD Liaison
255 Glacier Drive
Martinez, California 94553-4897

Subject: Second Amended Plan of Control
Including Annexation of “The Canyons at Blackhawk”
Blackhawk Geologic Hazard Abatement District

Ladies and Gentlemen:

We have prepared the attached updated “Plan of Control” for the Blackhawk Geologic Hazard Abatement District. The plan of control has been updated to include the annexation of “The Canyons at Blackhawk” into the GHAD boundaries. This document has been prepared in accordance with the requirements of the Public Resources Code Section 26500-26554 of the State of California.

Sincerely,

Blackhawk Geologic Hazard Abatement District

Richard D. Short
Kleinfelder, Inc.
General Manager

Sadek Derrega
Certified Engineering Geologist

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I. INTRODUCTION

The Public Resources Code Sec. 26500-26554 establishes the authority for the formation of Geologic Hazards Abatement Districts. The Code requires that a “Plan of Control” be prepared that describes in detail the geologic hazard of concern, its location, and the area affected. A plan for the prevention, mitigation, abatement, or control of the hazard must also be included. After 15 years of operation under a plan of control that was limited to the original scope mentioned above, the Blackhawk GHAD determined that the Plan of Control should include operational limitations and exclusions that were not obvious at the original writing and that reflect the GHAD’s practice. The following Plan of Control includes a description of the geologic hazard and a plan for the prevention, mitigation, abatement or control of the hazard and the limitations and exclusions of the District.

II. BACKGROUND

Blackhawk is a 5,000-acre mixed use community development that includes 2,250 residential units, two golf courses, a commercial center that has several office buildings, a high end retail shopping center, a theater, a museum and various other improvements and amenities. Blackhawk is located east of Danville within the unincorporated area of Contra Costa County.

The Blackhawk Geologic Hazard Abatement District (“GHAD”) was formed on April 22, 1986, by Resolution 86/210 of the Contra Costa County Board of Supervisors under the authority of the California Public Resources Code (Section 26500 et seq.). Funding for the GHAD is provided through an agreement with Contra Costa County under which the County provides the GHAD with “surplus” County Service Area (“C.S.A”) M-23 revenues. The Contra Costa County Board of Supervisors serves as the GHAD Board of Directors.

C.S.A. M-23 receives revenue from ad valorem property taxes collected on properties within the boundaries of CSA M-23. The boundaries of CSA M-23 were formed in June 1977 by Resolution 77/767 of the Contra Costa County Board of Supervisors to provide funding for specified extended services. In April 1986, by Resolution 86/209, the Contra Costa County Board of Supervisors added geologic hazard abatement to the list of services authorized to be
performed within C.S.A. M-23. Also, in 1986, by Resolution 86/211, County of Contra Costa and the GHAD entered into a Joint Exercise of Powers Agreement whereby the County agreed to provide funding for the GHAD operations by transferring to the GHAD a portion of C.S.A. M-23 revenues. The Joint Exercise of Powers Agreement, a copy of which is attached as Exhibit A, and as may be amended from time to time, was entered into on April 22, 1986.

The GHAD’s original Plan of Control had been in effect since formation of the GHAD in 1986. The Second Amended Plan of Control includes the annexation of approximately 40 acres and 37 residences formerly known as “The Canyons at Blackhawk.”

III. BLACKHAWK GHAD BOUNDARIES

The boundaries of the GHAD are as shown on Figure 1 and as described in Exhibit B.

IV. ANNEXATIONS TO BLACKHAWK GHAD

The GHAD Board of Directors must approve annexation of properties not currently within the GHAD boundaries. The annexation policy adopted and approved by the GHAD Board of Directors is attached as Exhibit C.

V. DEFINITIONS

A. “Geologic hazard” as that term is used herein, means any actual or threatening landslide.

B. A "landslide" is defined as a mass comprised of rock, soil and other debris that has been displaced down slope by sliding, flowing, or falling mechanisms.

C. "Slope or Soil Creep" is defined as slow downhill movement of near surface soils occurring on sloping ground and near the edges of sloping ground.

D. “Site improvements” means buildings, roads, sidewalks, utilities, improved trails, golf course amenities, swimming pools, tennis courts, gazebos, cabanas, geologic stabilization features, V-ditches or similar improvements.

E. “Structure setback area” means the portion of the lot situated between the creek and the “structure setback line” as defined by the Contra Costa County Flood Control District.
F. "Structure setback line" means the line separating the structure setback area from the remainder of the lot where the residential structure is situated as defined by the Contra Costa County Flood Control District.

G. GHAD Project – The prevention, mitigation, abatement or control of a Geologic Hazard as defined herein.

VI. AUTHORIZATION FOR BLACKHAWK GHAD INVOLVEMENT

Blackhawk GHAD is authorized to prevent, mitigate or control geologic hazards subject to the sole discretion of the General Manager and taking into consideration the following exclusions and limitations listed in Sections VI.A through VI.J. below:

A. Funding and Other Limitations

The General Manager may approve or not approve the prevention, mitigation or control of geologic hazards by the Blackhawk GHAD based on funding limitations, project priorities based on risk evaluation, weather related risk, the limitations specified in the Plan of Control or other funding or risk related issues not specified herein.

B. Geologic Hazard Limited to a Single Property

The GHAD will not prevent, mitigate, abate or control slope failures that are contained within the limits of a single parcel of property if the slope failure has been caused by improvements made on the property that alter drainage or the stability of slopes unless the geologic hazard has damaged, or poses a significant threat of damage to a structure or site improvement located on another property within the GHAD boundaries.

The exclusion or limitation set forth herein does not apply to geologic hazards existing on open-space areas owned by any homeowner's association or golf course property or single parcels greater than one acre in size.
C. Geologic Hazard Resulting from Negligence of Property Owner

The GHAD may, decline to prevent, mitigate, abate or control geologic hazards due to, or resulting from, the negligence of the property owner and/or the property owner’s contractors, agents or employees in developing, grading, constructing, maintaining or performing, or not performing, any work on the subject property.

D. Property not Located within GHAD Boundaries

The GHAD is not authorized to prevent, mitigate, abate, or control a geologic hazard on property within the GHAD boundaries unless said hazard has damaged or poses a significant threat of damage to any structures or site improvements located on property within the GHAD boundaries. The GHAD may prevent, mitigate, abate or control the geologic hazard provided said work is limited to that which is absolutely necessary to address only the immediate damage or threat of immediate damage to the structures or site improvements.

E. Geologic Hazard Located within Creek Structure Setback Area

In creek areas, the GHAD may prevent, mitigate, abate or control a geologic hazard which has damaged or threatens to pose significant damage to any residence, office building, other structures or site improvements located within the structure setback area, as defined by the current Costa County Flood Control District Regulations, that existed prior to the date of adoption of this revised plan of control by the Board of Directors. Permanent improvements located within the setback area after the date of adoption of this revised Plan of Control will not be included in the scope of the GHAD’s Plan of Control. The structure setback is determined by the Contra Costa County Flood Control District.

F. Geologic Hazard which Requires Expenditure Amount Exceeding the Value of the Threatened or Damaged Improvement

The GHAD will not prevent, mitigate, abate, or control a geologic hazard where, in the General Manager’s sole discretion, the anticipated expenditure required to be funded by the GHAD to prevent, mitigate, abate or control the geologic hazard
will exceed the value of the structures, site improvements and land threatened with damage or loss.

G. GHAD Funding Limitations

GHAD operations are funded through an agreement with Contra Costa County under which the County provides the GHAD with a portion of ad valorem property taxes collected by the County through County Service Area M-23. The agreement with Contra Costa County is a Joint Exercise of Powers Agreement (JEPA), executed on April 22, 1986. This allocation of so-called surplus CSA M-23 revenue is the sole source of revenue for the GHAD. If the CSA M-23 surplus revenue for the GHAD is not available, the GHAD may, in its sole discretion, reduce and/or eliminate some or all GHAD services unless an alternative funding source (or sources) can be found.

The GHAD will provide its services only to those properties located within the GHAD boundaries. Properties within the same Contra Costa County Tax Rate Area as the GHAD that have not been annexed into the GHAD and do not contribute funding to CSA M-23 are not covered by GHAD services.

H. GHAD Funding or Reimbursement for Damaged or Destroyed Structures or Site Improvements

1. Privately Owned Structures and Site Improvements

In the event a private residence, commercial office building, or any other private structure, site improvements or landscaping is damaged or destroyed due to, or as a result of, a geologic hazard, the General Manager has discretion pursuant to section V.A., to fund, or reimburse the property owner for the expenses necessary to repair or replace the damaged or destroyed structure, site improvements or landscaping. Unless authorized by the Board of Directors, the dollar amount of the GHAD funding or reimbursement may not exceed ten percent (10%) of the costs incurred by the GHAD in preventing, mitigating, abating or controlling the geologic hazard responsible for the damage. In the event the geologic hazard damaged or destroyed
a structure, site improvement or landscaping which violated any provisions of the County Building Code or County Ordinance Code at the time of its installation or improvements, the GHAD will not provide any funding, or reimbursement to the property owner, for repair or replacement of the damaged structure, improvement or landscaping.

2. **HOA Owned Streets and Utilities**

In the event a Homeowner's Association owned street pavement, underground utility or any other HOA owned structure, site improvements or landscaping is damaged or destroyed due to, or as a result of, a geologic hazard, at the General Manager's sole discretion, the GHAD may include in the scope of the landslide repair the repair or replacement of the damaged or destroyed pavement, underground utility structure, site improvements or landscaping.

I. **Reimbursement of Expenses Incurred by Property Owners**

1. **Reimbursement by Agreement**

At the General Manager's sole discretion and upon proof of payment through receipts, the GHAD may reimburse a property owner for expenses incurred for the prevention, mitigation, abatement, or control of a geologic hazard based on a written agreement between the property owner and the GHAD to that effect. Such agreement must be executed prior to the property owner incurring said expenses, and following an investigation conducted by the GHAD.

2. **Reimbursement of Expenses Incurred by Property Owners During Emergencies**

At the General Manager's sole discretion and upon proof of payment through receipts, the GHAD may reimburse property owners for expenses incurred for materials used for temporary mitigation of geologic hazards during periods of extreme emergency. Such materials are limited to sheet plastic placed over slope failures, sand bags, silt fencing and other typical temporary winterization measures.
J. **Damage Caused by Slope or Soil Creep**

The GHAD will not prevent or repair property damage due to soil creep. Soil creep is a common phenomenon on almost all slopes throughout the Blackhawk development. The adverse affects of soil creep include separations in concrete walkway and pool deck construction joints, tilting fences, separation of wooden deck elements and downhill movement of any light structures constructed on or near the edge of slopes. Creep forces can be resisted to minimize adverse affects on light structures by proper design techniques including the use of deep foundation support and reinforcing steel in concrete slabs, among other techniques.

VII. **HAZARD ABATEMENT ACTIVITY WITH RESPECT TO CREEKS AND DETENTION BASINS DURING EMERGENCIES**

The GHAD may perform the following emergency hazard abatement activities in creek channels and detention basins:

1. Clearing and removal of vegetation in creek channels to maintain open stream flow and to prevent a threatening landslide.
2. Removal of significant quantities of sediment deposits in creek channels to maintain open stream flow and to prevent a threatening landslide.
3. Removal of significant quantities of sediment deposits in detention basins, including the detention basin at The Falls at Hole Number 11, to maintain open stream flow, to keep the water fall pump from silting up and to prevent threatening landslides.

VIII. **HAZARD ABATEMENT ACTIVITY WITH RESPECT TO SLOPE RELATED SURFACE AND SUBSURFACE DRAINAGE FACILITIES**

The GHAD may maintain, operate, repair and/or replace those portions of surface and subsurface drainage facilities such as concrete “V” ditches, storm sewer lateral pipes, catch basins, drainage inlets, manholes, storm sewer inlets and outlets, subdrain pipes, subdrain pipe inlets and outlets, etc. which are located such that they are directly related to the repair of slope failures and for the prevention of slope failures.
IX. PREVENTION AND MITIGATION RESEARCH

Without materially limiting GHAD's authority to make repairs, the GHAD may conduct ongoing research into the behavior of slopes, slope failure prevention and slope failure mitigation. A record of all incident responses may be kept and plotted on the GHAD Geographic Information System (GIS) system for purposes of evaluating future risk. Any results of the GHAD research program shall be shared with the property owners in an effort to reduce the risk of future slope distress and property damage.

A. Landsliding and Threatened Landslide Mitigation

Landsliding

Landslides or slope failures occur in a wide range of configurations and may occur slowly or suddenly. The most common causes of slope failures involve weak soil/rock materials, a change in slope configuration or an increase in subsurface moisture content, with a subsequent loss of strength of the soil. Slides at Blackhawk are predominantly the result of slope undercutting by erosion or a dramatic rise in subsurface moisture content, both caused by seasonal rainfall or acts of man.

The landslides that have occurred at Blackhawk can be classified as rotational slides or flows. Rotational slides usually move relatively slowly taking days to move en masse along a relatively deep curved slip plane with a single headscarp or crevasse at the top of the slide. Debris flows or mudflows tend to be less than 5 feet deep. Debris flows are fast moving within a relatively linear, narrow path. A detailed description of the geologic conditions at the site is included in Appendix D.

Landslide Mitigation

Landslide threatened or damaged slopes can be stabilized by a variety of methods depending on the equipment accessibility, urgency, and other factors. Threatening landslides can be stabilized by the construction of retaining structures such as closely spaced cast-in-place drilled piers reinforced with steel beams, a
soldier beam and lagging wall or an array of tie backs extending beyond the slide plane. Landslide damaged slopes can be reconstructed by removing the landslide debris and rebuilding the slope with properly-compacted and drained, engineered fill. These or other techniques should be chosen based on the actual site conditions.

During emergency situations when landslides threaten improved property, the GHAD may implement slope stabilization measures that can arrest or minimize further slope movement until a permanent repair can be installed. Emergency preparation measures may include stockpiling slope stabilization materials, such as steel beams, and having subcontractors in-place ready to respond rapidly. After the soils dry, landslide-damaged slopes can be permanently repaired during the dry season.

B. Geotechnical Investigations

At the General Manager's sole discretion, a geotechnical investigation may be conducted for slope areas where unstable conditions or landslides exist. The purpose of the geotechnical investigation is to determine the cause of the unstable slope conditions and to define repair options.

C. Erosion Control

Groundwater and streamflow regimes may be affected by any development within or near the GHAD boundaries. Long-term changes will result from landscape irrigation, the addition of impervious pavement or structures, surface runoff collection systems and subsurface drainage facilities. Flooding is a possibility near creek crossings. During emergency situations where there is a risk of landsliding, the GHAD may perform monitoring to mitigate the hazards of excessive water or erosion. Maintenance, such as removal of sediment from ditches and at the base of slopes, may also be performed.
X. PRIORITY OF GHAD EXPENDITURES

Emergency response and scheduled repair expenditures by the GHAD are to be prioritized by the general manager, utilizing his discretion, based upon available funds and the approved operating budget. When available funds are not sufficient to undertake all of the identified remedial and preventative stabilization measures, the expenditures are to be prioritized as follows in descending order of priority.

1. Prevention, mitigation, abatement or control of geologic hazards that have either damaged or pose a significant threat of damage to residences, critical underground utilities or paved streets.

2. Prevention, mitigation, abatement or control of geologic hazards which have either damaged or pose a significant threat of damage to commercial buildings, including but not limited to office building or club houses.

3. Prevention, mitigation, abatement or control of geologic hazards, which have either damaged or pose a significant threat of damage to ancillary structures, including but not limited to pool cabanas or restroom buildings.

4. Prevention, mitigation, abatement or control of geologic hazards existing entirely on open-space or golf course property, which have neither damaged nor pose a significant threat of damage to any structure or site improvements.

5. Prevention, mitigation, abatement or control of geologic hazards that have either damaged or pose a significant threat of damage to landscaping or other similar non-essential amenities.

XI. GHAD RESERVE FUND

The GHAD plans to conduct a study to determine the appropriate amount of funds to be accumulated in reserve for allocation to major projects whose cost exceeds the annual budget for major repair projects. The total reserve fund goal shall be recalculated annually based on the most current experience with GHAD prevention and repair expenditures.

XII. APPEALS PROCEDURE

If a property owner does not agree with the decision of the General Manager, property owner may request a reconsideration of the decision. The property owner shall, within thirty(30) days
of service of the decision, file with the General Manager a brief summary of the facts of the matter, the decision being appealed and the grounds for the appeal, including the owner’s special interest and injury. The General Manager will present the request to the Board with an explanation of the basis of the GHAD decision, and the Owner’s requested relief. The Board will decide based on a majority vote. The General Manager will proceed based on the direction of the Board.
APPENDIX A

GEOLOGIC CONDITIONS
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GEOLOGIC CONDITIONS

I. Geologic Setting

Blackhawk is located within the Diablo quadrangle, in the Sherburne Hills portion of northern Diablo Range of Central California. The bedrock is geologically young, and was deposited approximately two to nine million years ago. These Tertiary non-marine weekly consolidated sedimentary rocks have been folded and faulted due to the wrenching of the San Andreas fault system and the associated uplift of Mt. Diablo. Mt. Diablo is located approximately 4 miles to the north. The geologic structure of the area consists of a series of nearly parallel, northwest-trending synclines and anticlines, some of which have been overturned. Past geologic work in the area includes that of Whitney (1856), Turner (1891), Clarke (1915, 1935 and 1943), Axelrod (1944), Richey (1948), Kilmer (1953), Brabb and others (1971), Wagner (1978), Dibblee (1980), Hart (1981), Davenport (1986), Crane (1988), and Graymer et. Al. (1994). The two most pertinent of these are discussed below.

II. Bedrock and Geologic Structure

Dibblee (1980) maps the Blackhawk GHAD within a unit termed “Pliocene, nonmarine, sedimentary rocks (Tps)”. The rocks are described as weakly indurated, greenish gray mudstone with thin beds of sandstone and pebble conglomerate. For the majority of the GHAD property the bedrock units are mapped with a variable dip of approximately 70 to 80 degrees to the southwest and northwesterly strike. A small section of bedrock in the southwestern portion of the site dips approximately 20 to 60 degrees to the north in this vicinity. The axis of the Tassajara Syncline is mapped through the southwestern portion of the site. Dibblee maps no faults within the Blackhawk GHAD.

Crane (1988) maps the site vicinity with greater structural detail. The Blackhawk GHAD is shown to be located within a northwesterly-trending zone of thrust faulting and overturned folds. They Sycamore Valley thrust fault is mapped along Camino Tassajara, generally south of the Blackhawk GHAD area. Two thrust faults are mapped crossing the Blackhawk GHAD area. The Diablo Valley thrust is mapped trending westerly to northwesterly along Blackhawk Road in
the vicinity of Subdivisions 5437 and 5438, the easterly along Fairway 18 of Subdivision 5441 and the Blackhawk Drive alignment in the vicinity of Subdivision 5443. In addition, an unnamed thrust fault is mapped trending northwesterly through the open space of Subdivisions.

III. Surficial Deposits

The area within the GHAD boundaries is covered primarily by relatively shallow soils. The Soil Survey of Contra Costa County shows the soil over the majority of the GHAD area as Diablo Clay. This soil typically forms on uplands, derived from sedimentary bedrock. Below the surficial dark gray clay, the soils generally become light gray or olive gray silty to sandy clay and extend to the undisturbed bedrock. Diablo Clays generally have a high expansion potential, resulting in surficial cracking during the summer and swelling during the winter. Soils with a high expansion potential are also susceptible to downhill soil creep on hillslopes.

IV. Groundwater

Groundwater has been encountered at variable depths during drilling explorations by various geotechnical firms. Groundwater can be expected to generally be 10 feet or more below the ground surface; however, areas of springs and seeps are common. Sandstone, siltstone and gravelly bedrock units can be expected to contain variable amounts of groundwater depending on location and underlying geologic structure. Springs, seeps and water-bearing bedrock units contribute to the landsliding hazard within the GHAD boundaries.

V. Seismic Sources

Blackhawk is located within the eastern portion of the San Andreas Fault System but is not located within a State of California designated Alquist-Priolo Earthquake Fault Zone. The nearest State of California zoned, active\(^1\) faults are the Calaveras and Greenville faults located about 4 miles west and 5 miles east, respectively. The maximum moment magnitude for both the Calaveras and Greenville faults is M\(6.8-6.9\) (CDMG, 2002). An earthquake of this magnitude could produce a ground acceleration of approximately 0.4g at the site according to attenuation relationships by Campbell and Bozorgnia (1994).
Distant seismic ground shaking sources include the major known active faults of the Bay Area; namely the San Andreas, Hayward, Rodgers Creek-Healdsburg, and the Concord–Green Valley faults. These sources are all at least 5 miles from Blackhawk and are known to be capable of producing moderate to large-scale seismic events. Other sources for design-basis ground shaking near the Blackhawk area include small local faults that may produce low-magnitude earthquakes (the thrust faults mapped within the GHAD boundaries by Crane (1988) are part of the current transpressional tectonic regime and will be incorporated into future tectonic studies of the area).

Another source of potential earthquake generation is from fault movements on deep wrenching in the lower crust (Weber-Band, 1998). This crustal scale wrenching is estimated by Blake (1998) to be capable of a maximum moment earthquake of M 6.7. The magnitude 6.7 Coalinga earthquake in 1983 is thought to have occurred on a blind (buried) thrust fault in the lower crust, often referred to as the Coast Ranges-Sierran Block (CRSB) or Great Valley boundary zone (Unruh and others, 1993). Earthquakes on blind thrust faults are not expected to cause surface ground rupture as might occur along a major strike slip fault; however, secondary seismic hazards could be expected from such an event. Based on the current state of knowledge, it appears likely that secondary seismic hazards from an earthquake on any of the seismic sources discussed above, including the Coast Ranges-Sierran Block boundary zone, would occur in all regional areas of localized weak soils, such as on unstable slopes.
APPENDIX B

METES AND BOUNDS DESCRIPTION
Exhibit "A"

Real property in an unincorporated area of the County of Contra Costa, State of California, being a portion of Sections 14, 22, 23, 24, 25 and 38, Township 1 South, Range 1 West, Mount Diablo Meridian and a portion of Sections 19, 20, 29, 30, 31 and 32, Township 1 South, Range 1 East, Mount Diablo Meridian, described as follows:

Beginning at the westerly terminus of the course labeled "north 89°52'59" west 288.40 feet" on the northerly boundary of Parcel "A" (Public Park) as shown on the map of Subdivision 4878 filed March 21, 1977, in Book 194 of Maps at Page 1; thence from said Point of Beginning, along the exterior boundary of said Subdivision 4878 (194 M 1) south 89°52'59" east 288.40 feet; thence south 58°13'44" east 280.00 feet; thence south 73°08'44" east 275.00 feet; thence north 79°41'40" east 885.99 feet; thence north 28°42'12" east 495.52 feet; thence north 18°28'18" east 1422.89 feet; thence north 45°05'49" east 1003.57 feet; thence south 87°08'44" east 750.00 feet; thence south 76°08'44" east 400.00 feet; thence south 68°08'44" east 1000.00 feet to the northeast corner of Parcel 'B' as shown on said Subdivision 4878 (194 M 1), said point also being the most northerly corner of Parcel 'H' as shown on the map of Subdivision 4962 filed March 21, 1977, in Book 194 of Maps at Page 20; thence along the exterior boundary of said Subdivision 4962 (194 M 20), south 10°51'16" west 600.00 feet; thence south 0°51'16" west 500.00 feet; thence south 89°08'44" east 500.00 feet; thence south 31°08'44" east 730.00 feet to the most easterly corner of said Parcel 'H' (194 M 20), said point also being an angle point on the northerly boundary of Parcel 'O' as shown on the map of Subdivision 4963 filed March 21, 1977, in Book 194 of Maps at Page 30; thence along the exterior boundary of said Subdivision 4963 (194 M 30), north 71°51'16" east 950.00 feet; thence south 89°08'44" east 300.00 feet to the northeast corner of said Parcel 'O' (194 M 30), said point also being the most northerly corner of Parcel 'B' as shown on the map of Subdivision 5023 filed July 12, 1978, in Book 214 of Maps at Page 1; thence along the exterior boundary of said Subdivision 5023 (214 M 1) south 1803.48 feet; thence south 88°00'00" east 531.02 feet; thence south 1°00'00" west 294.35 feet to the most northerly corner of Parcel "C" as shown on the map of Subdivision 5438 filed August 14, 1979, in Book 228 of Maps at Page 11; thence along the exterior boundary of said Subdivision 5438 (228 M 11), south 88°00'00" east 561.79 feet; thence east 1277.80 feet to the northeast corner of said Parcel 'C' (228 M 11), said point also being an angle point on the westerly boundary of Parcel 'A' as shown on the map of Subdivision 5439 filed August 29, 1979, in Book 229 of Maps at Page 1; thence along the exterior boundary of said Subdivision 5439 (229 M 1), north 550.00 feet to the northwest corner of said Parcel 'A' (229 M 1), said point also being the southwest corner of Parcel 'D' and an angle point of Parcel 'A' as shown on the map of Subdivision 7115.
Blackhawk GHAD Description
Revised August 2000

filed August 11, 1992, in Book 363 of Maps at Page 15; thence along the northerly boundary of said Subdivision 5439 (229 M 1) north 89°53'41" east 2000.00 feet to the northeast corner of Parcel 'G' as shown on said map of Subdivision 5439 (229 M 1); thence along the exterior boundary of said Subdivision 5439 (229 M 1), south 1000.00 feet; thence east 800.00 feet; thence south 850.00 feet; thence south 45°00'00" west 777.91 feet to an angle point in Parcel 'G' as shown on said map of Subdivision 5439 (229 M 1), said point also being the most easterly corner of Parcel 'A' as shown on the map of Subdivision 5441 filed June 10, 1980, in Book 240 of maps at Page 1; thence along the exterior boundary of said Subdivision 5441, south 45°00'00" west 472.08 feet; thence south 200.00 feet; thence east 375.00 feet to the most westerly corner of Lot 12 as shown on the map of Subdivision 6432 filed December 19, 1984, in Book 286 of Maps at Page 7; thence along the exterior boundary of said Subdivision 6432 (286 M 7) east 1125.00 feet; thence north 45°00'00" east 1500.00 feet; thence south 45°00'00" east 1051.08 feet; thence south 14°39'03" west 1143.43 feet; thence south 42°47'57" east 350.00 feet to the northeast corner of Parcel 'D' as shown on said Subdivision 6432 (286 M 7), said point lying on the northerly line of Parcel 'L' as shown on the map of Subdivision 5845 filed August 14, 1981, in Book 255 of Maps at Page 27; thence along the exterior boundary of said Subdivision 5645 (255 M 27), south 42°47'57" east 611.60 feet to the northeast corner of said Parcel 'L' (255 M 27), said point being an angle point on the westerly boundary of Parcel 'B' as shown on the map of Subdivision 6683 filed April 23, 1986, in Book 300 of Maps at Page 49; thence along the exterior boundary of said Subdivision 6683 (300 M 49), north 47°12'03" east 550.00 feet; thence north 42°47'57" west 902.23 feet; thence north 28°50'28" east 1021.00 feet; thence east 750.00 feet to the northeast corner of said Parcel 'B' (300 M 49), said point also being an angle point on the westerly boundary of Lot 86 as shown on the map of Subdivision 5743 filed August 19, 1981 in Book 256 of Maps at Page 1; thence along the exterior boundary of said Subdivision 5743 (256 M 1) north 1070.00 feet; thence east 800.00 feet; thence south 67°40'17" east 908.09 feet; thence south 43°47'32" east 939.25 feet to the most easterly corner of Parcel 'D' as shown on said Subdivision 5743 (256 M 1), said point also being the most northerly corner of Parcel 'A' as shown on the map of Subdivision 6705 filed April 23, 1986 in Book 301 of Maps at Page 1; thence along the easterly boundary of said Parcel 'A' (301 M 1), south 1428.14 feet; thence leaving said easterly boundary of Parcel 'A' (301 M 1), south 41°10'29" east 242.19 feet; thence north 83°27'44" east 845.80 feet; thence north 83°18'51" east 617.38 feet; thence south 32°01'19" east 568.82 feet to an angle point on the northerly line of Parcel 'K' as shown on the map of Subdivision 6819 filed April 22, 1986, in Book 300 of Maps at Page 14; thence along the exterior boundary of said Subdivision 6819 (300 M 14), south 62°30'28" east 622.20 feet; thence south 89°17'30" east 364.88 feet; thence south 0°42'30" west 3193.02 feet to the southeast corner of Lot 96 as shown on said Subdivision 6618 (300 M 14), said point also being the northeast corner of Lot 148 as shown on the map of Subdivision 6585 filed December 23, 1985, in Book 297 of Maps at Page 18; thence along the exterior boundary of said Subdivision 6585 (297 M
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16), south 0°42'30" west 1834.22 feet; thence south 0°36'17" west 1282.22 feet to a
point on the northerly right of way line of Camino Tassajara; thence continuing along
said exterior boundary of Subdivision 6585 (297 M 16) and along said northerly right of
way line of Camino Tassajara westerly along the arc of a non-tangent curve, concave to
the south, having a radius of 2050.21 feet, the center of which bears south 6°32'16"
west, through a central angle of 5°13'17", a distance of 186.84 feet; thence tangent to
said curve, north 88°41'01" west 920.24 feet; thence south 89°22'23" west 149.71 feet
to a point from which a radial line of a non-tangent curve, concave to the south, having
a radius of 2050.21 feet bears south 2°43'00" east; thence westerly along the arc of said
curve, through a central angle of 10°50'31", a distance of 387.95 feet; thence tangent to
said curve, south 75°26'29" west 393.40 feet; thence westerly along the arc of a tangent
curve, concave to the north, having a radius of 1950.21 feet, through a central angle of
17°29'33", a distance of 595.40 feet to the southwest corner of Parcel 'A' as shown on
said Subdivision 6585 (297 M 16); thence non-tangent to said curve, leaving said
northerly right of way line of Camino Tassajara, and continuing along said exterior
boundary of Subdivision 6585 (297 M 16), north 0°48'15" east 1508.59 feet to the
southeast corner of Parcel 'H' as shown on the map of Subdivision 6617 filed February
27, 1966, in Book 299 of Maps at Page 8; thence along the exterior boundary of said
Subdivision 6617 (299 M 8), north 89°28'18" west 1285.61 feet; thence north 1°05'38"
west 1325.98 feet to an angle point in said exterior boundary, said point also being the
most easterly corner of Lot 102 as shown on the map of Subdivision 5645 filed August
19, 1981, in Book 255 of Maps at Page 27; thence along the exterior boundary of said
Subdivision 5645 (255 M 27), north 88°53'39" west 1288.61 feet to an angle point in
Parcel 'F' of said Subdivision 5645 (255 M 27); thence leaving the exterior boundary of
said Subdivision 5645 north 87°17'11" west 48.47 feet to an angle point in Parcel 'F' of
said Subdivision 5645 (255 M 27); thence along the exterior boundary of said
Subdivision 5645 (255 M 27), north 0°39'02" east 1111.07 feet; thence north 64°03'36"
west 488.05 feet; thence north 89°33'44" west 1973.65 feet to the southwest corner of
Lot 140 of said Subdivision 5645 (255 M 27), said point also being an angle point in
Parcel 'A' as shown on the map of Subdivision 7086 filed July 18, 1988, in Book 323 of
Maps at Page 28; thence along the exterior boundary of said Subdivision 7086 (323 M
28) north 89°33'44" west 232.11 feet; thence south 14°39'10" west 264.22 feet to the
most southerly corner of said Subdivision 7086, said point also being a point on the
easterly line of Parcel 'D' as shown on the map of Subdivision 5352 filed February 14,
1979, in Book 221 of Maps at Page 25; thence along the exterior boundary of said
Parcel 'D' (221 M 25) south 14°39'09" west 522.37 feet to the southeast corner of said
Parcel 'D'; thence along the southerly boundary of said Parcel 'D', north 86°31'30" west
2478.14 feet to an angle point in said southerly boundary of Parcel 'D', said point also
being the northeast corner of Parcel 'B' as shown on the map of Subdivision 5435 filed
March 7, 1979, in Book 222 of Maps at Page 37; thence along the exterior boundary of
said Subdivision 5435 (222 M 37), south 0°53'31" west 1916.16 feet; thence south
88°42'23" west 549.81 feet to the northeast corner of Subdivision 6586 filed July 14,
1986, in Book 304 of Maps at Page 18; thence along the east line of said Subdivision 6586 (304 M 18) south 0°53'03" west 1514.75 feet to the southeast corner of Parcel 'D' of said Subdivision 6586 (304 M 18), said point lying on the northerly right of way line of Camino Tassajara; thence along said northerly right of way line, north 81°12'00" west 506.45 feet; thence westerly along the arc of a tangent curve concave to the south, having a radius of 2058.00 feet, through a central angle of 1°44'17", a distance of 62.43 feet; thence tangent to said curve, north 82°56'17" west 15.04 feet; thence north 81°14'16" west 813.50 feet; thence leaving the said northerly right of way line of Camino Tassajara and along the exterior boundary of said Subdivision 6586 (304 M 18), north 81°14'16" west 179.99 feet to a point on the southerly line of Parcel 'B' as shown on the map of Subdivision 6596 filed August 22, 1985, in Book 292 of Maps at Page 32; thence along the southerly line of said Parcel 'B', said line being also the northerly right of way line of Camino Tassajara, north 81°14'16" west 532.78 feet to the southwest corner of said Parcel 'B'; thence leaving said northerly right of way line of Camino Tassajara, north 0°38'48" east 480.00 feet to the northwest corner of said Parcel 'B' (292 M 32), said point also being the southwest corner of Parcel 'A' as shown on the map of Subdivision 6199 filed October 10, 1983, in Book 273 of Maps at Page 19; thence along the exterior boundary of said Subdivision 6199 (273 M 19), north 0°38'48" east 655.96 feet; thence north 0°20'30" east 1172.01 feet to the northwest corner of Parcel 'G' of said Subdivision 6199 (273 M 19), said point also being the northwest corner of Parcel 'H' as shown on the map of said Subdivision 5352 (221 M 25); thence along the westerly right of way of Blackhawk Road as shown on said Subdivision 5352 (221 M 25), north 0°20'30" east 1507.94 feet; thence north 22°25'27" east 1465.53 feet; thence leaving said westerly line of Blackhawk Road, north 22°25'27" east 491.68 feet; thence northeasterly along the arc of a tangent curve, concave to the west, having a radius of 3000.00 feet, through a central angle of 6°16'00", a distance of 328.12 feet; thence tangent to said curve north 16°08'27" east 126.88 feet; thence northeasterly along the arc of a tangent curve, concave to the east, having a radius of 2000.00 feet, through a central angle of 11°45'00", a distance of 410.16 feet; thence tangent to said curve, north 27°54'27" east 485.72 feet; thence northerly along the arc of a tangent curve, concave to the west, having a radius of 500.00 feet, through a central angle of 34°31'15", a distance of 301.25 feet; thence tangent to said curve, north 6°36'48" west 104.22 feet; thence northerly along the arc of a tangent curve, concave to the east, having a radius of 1000.00 feet, through a central angle of 21°25'00" a distance of 373.79 feet; thence tangent to said curve, north 14°48'12" east 34.95 feet; thence south 89°24'52" west 41.93 feet to the southeast corner of Parcel 'A' as shown on the map of Subdivision 5437 filed July 29, 1979, in Book 227 of maps at Page 1; thence along the southerly line of said Parcel 'A' (227 M 1), south 89°24'52" west 757.48 feet; thence south 89°24'19" west 1353.01 feet to the southwest corner of said Parcel 'A', said point also being the southeast corner of Lot 45 as shown on the map of Subdivision 5024 filed July 12, 1878, in Book 214 of Maps at Page 8; thence along the exterior boundary of said Subdivision 5024 (214 M 8), south 89°24'19" west 1290.35 feet; thence north
0°26'21" east 2637.94 feet; thence north 0°15'58" east 763.58 feet to the northwesterly corner of Lot 1 of said Subdivision 5024 (214 M 8); thence leaving said exterior boundary of Subdivision 5024, north 9°43'58" east 60.74 feet to an angle point on the southerly line of the area shown as "Blackhawk Road Widening" on the map of Subdivision 4963 filed March 21, 1977, in Book 194 of Maps at Page 30; thence along the exterior boundary of said Subdivision 4963 (194 M 30), north 71°21'16" west 1153.00 feet to the southwest corner of said Subdivision 4963 (194 M 30), said point also being the southeast corner of the area shown as "Blackhawk Road Widening" on the map of Subdivision 4878 filed March 21, 1977, in Book 194 of Maps at Page 1; thence along the exterior boundary of said Subdivision 4878 (194 M 1), north 71°21'16" west 60.34 feet; thence north 69°14'36" west 400.45 feet; thence north 70°11'28" west 69.53 feet; thence north 70°11'57" west 988.66 feet; thence north 70°11'47" west 726.85 feet; thence north 73°58'43" west 958.37 feet; thence north 59°08'27" west 59.70 feet; thence north 58°14'10" west 682.10 feet; thence north 89°54'59" west 252.70 feet; thence north 7°12'53" east 166.82 feet to the Point of Beginning.

This real property description has been prepared by me or under my direction, in conformance with the Professional Land Surveyors Act.

Signature: [Signature]
Licensed Land Surveyor
Contra Costa County Public Works

Date: 8-10-2000
Metes and Bounds Description of Area Annexed

All that real property situated in the unincorporated area of the county of Contra Costa, State of California, described as follows: Parcels “A and B” of minor subdivisions 174-76 (54 PM 30) Contra Costa County, California A. P. M. 203-040-005, 012, 013 and 203-090-009 filed August 11, 1992 in book 363 of maps page 15, Contra Costa County Record, more particularly described as follows:

Beginning at the southwest corner thence along a line N58°53’28”E 336.68 feet; thence N25°35’28”E 538.50 feet; thence N42°01’45” W 385.66 feet; thence N07°44’25” E 103.95 feet; thence N32°31’53” E 438.86 feet; thence N71°50’03” E 134.71 feet; thence N08°15’17” W 195.02 feet; thence N23°35’47” E 219.39 feet; thence N23°35’47” E 219.39 feet; thence N79°12’12” E 293.37 feet; thence S36°52’12” E 205 feet; thence S04°16’05” W 319.80 feet; thence S12°50’10” W 264.22 feet; thence S76°21’11” E 222.31 feet; thence S28°46’58” E 154.35 feet; thence S06°34’36” E 234.39 feet; thence S29°32’18” E 357.81 feet; thence S75°13’49” E 125.85 feet; thence S25°17’09” W 215.57 feet; thence S37°40’36” W 273.06 feet; thence S66°04’38” W 329.55 feet; thence S24°39’07” E 230.16 feet; thence S38°08’11” W 153.84 feet; thence S49°11’14” E 136.12 feet; thence S30°20’14” W 611.11 feet; thence S89°53’41” W 4153.75 feet to the point of beginning.
APPENDIX C

JOINT EXERCISE OF POWER AGREEMENT
AGREEMENT

THIS AGREEMENT (hereinafter "Agreement") is entered into this 22nd day of April, 1986 (the "Effective Date"), by and between BLACKHAWK GEOLOGIC HAZARD ABATEMENT DISTRICT, a geologic hazard abatement district created pursuant to Sections 26500 et seq. of the Public Resources Code of the State of California (hereinafter "GHAD"), and the COUNTY OF CONTRA COSTA, a political subdivision of the State of California, on behalf of County Service Area M-23 (hereinafter "County"), pursuant to Sections 6500 et seq. of the Government Code of the State of California. GHAD and County are from time to time hereinafter referred to individually as a "party" and collectively as the "parties."

RECITALS

A. Pursuant to the County Service Area Law (Sections 25210.1 et seq. of the Government Code of the State of California), County Service Area M-23 (hereinafter "M-23") was established pursuant to Board of Supervisors Resolution No. 77/477, adopted June 14, 1977, to perform parkway maintenance, street lighting, open space maintenance, drainage maintenance and parks and recreation service.
B. Having determined that the abatement of certain geologic hazards present within the geographic area covered by M-23 is in the public interest and necessary for the health, safety and welfare of persons and property within the M-23 service area, the Board of Supervisors on April 22, 1986, adopted Resolution No. 86/209 pursuant to which the extended services to be performed by M-23 were expanded to include geologic hazard abatement.

C. Pursuant to its authority under the County Service Area Law, the County has levied, and intends to continue to levy, an ad valorem tax for M-23 purposes based upon the assessed value of all real property located within M-23. Revenues received from such levies (the "M-23 Revenues") have been and will be credited in the County treasury to the account of M-23.

D. By Board of Supervisors Resolution No. 86/212 adopted April 22, 1986, the County ordered to be paid to Blackhawk Corporation the sum of $550,000 (hereinafter the "Reimbursement Payment") in reimbursement of a portion of the costs incurred and sums expended by Blackhawk Corporation to study and repair land failures occurring in the Blackhawk area during the winter of 1982-1983.

E. By Board of Supervisors Resolution No. 86/210 adopted April 22, 1986, GHAD was formed to provide geologic hazard abatement services within the M-23 geographic area.
F. In order to make available to GHAD financial assistance by which the public interest in abating geologic hazards may be served, the parties desire by this Agreement to provide for the funding of GHAD by transferring thereto a portion of the M-23 Revenues, all as more fully set forth below.

AGREEMENT

1. **Transfer of Existing M-23 Surplus.** No later than thirty (30) days after the Effective Date, County shall transfer to GHAD the sum of $405,000 (hereinafter the "Existing M-23 Surplus"). The parties agree that the amount of M-23 Revenues credited in the County treasury to the account of M-23 as of the Effective Date is $1,061,000 (hereinafter the "Existing M-23 Fund Balance"). The Existing M-23 Surplus has been determined by deducting from the Existing M-23 Fund Balance the following:

   (a) The Reimbursement Payment of $550,000; and

   (b) An amount necessary to provide the drainage maintenance extended services within M-23 as specified in the attached Exhibit A for the balance of the 1985-1986 fiscal year following the Effective Date, which amount the parties agree is $106,000.

2. **Transfer of Future M-23 Surplus.** Commencing June 30, 1986, and on each succeeding January 1 and June 30 of each year during the term of this Agreement (each such date hereafter a "Transfer Date"), County shall transfer to GHAD the
Future M-23 Surplus. For the purposes of this Agreement, "Future M-23 Surplus" shall mean all M-23 Revenues credited in the County treasury to the account of M-23 as of the applicable Transfer Date after deducting therefrom:

(a) All M-23 Revenues budgeted for the then current fiscal year to be expended by the County for the drainage maintenance extended services within M-23 as specified in the attached Exhibit A, as such services reasonably may be required from time to time, and incidental administrative expenses incurred by County for the provision of such services; and

(b) All M-23 Revenues budgeted for the then current fiscal year to be expended by the County as of the applicable Transfer Date to provide street lighting extended services within M-23 in the same manner and to the same extent as such services are being provided as of the Effective Date.

3. Term. The initial term of this Agreement shall commence upon the Effective Date and shall expire on the date that is twenty (20) years after the Effective Date (the "Initial Term"), unless the Initial Term is otherwise terminated pursuant to Section 7(a), or modified by mutual written consent of the parties. Following the expiration of the Initial Term, the term of this Agreement shall be extended automatically from year to year thereafter (the "Extended Term"), unless the Extended Term is terminated pursuant to Section 7(a) or 7(b), or modified by mutual written consent of
the parties. Following the expiration of the Initial and Extended Terms, this Agreement shall be terminated and of no further force and effect; provided, however, that such termination shall not affect any right or duty arising on or before such expiration.

4. Deposit of Funds and Retention of Interest. Funds to be transferred to GHAD pursuant to Section 1 and Section 2 of this Agreement shall be deposited in such account or accounts as GHAD may specify by written notice to County. Any and all interest earned on funds so deposited shall be credited to and retained by GHAD, and shall not be deemed at any time to constitute funds credited to the County treasury.

5. Hold Harmless Agreement. GHAD shall defend, indemnify, save, and hold harmless the County and its officers and employees from any and all claims, costs and liability for any damages, injury or death arising directly or indirectly from or connected with the County's transfer of Existing or Future M-23 Surplus to GHAD hereunder or due to or claimed or alleged to be due to negligent or wrongful acts, errors or omissions of GHAD or any person under its control, save and except claims or litigation arising through the County's sole negligence or willful misconduct, and will make good to and reimburse the County for any expenditures, including reasonable attorneys' fees, County may make by reason of such matters.

6. Cooperation in the Event of Legal or Other Challenge. In the event of any legal or equitable action or
other proceeding instituted by a third party or other governmental entity or official challenging the validity and/or implementation of any provision of this Agreement, the parties hereby agree to cooperate in defending said action or proceeding.

7. **Default; Remedies; Termination.**

(a) **General Provisions.** The failure or delay by either party to perform any term or provision of this Agreement for a period of thirty (30) calendar days after written notice thereof from the other party shall constitute a default under this Agreement. Said notice shall specify the nature of the alleged default and the manner in which said default may be satisfactorily cured.

After notice and expiration of such 30-day period without cure, the other party, at its option, may in addition to all other rights and remedies provided herein or under applicable law, terminate this Agreement by delivery of written notice of termination to the defaulting party, or institute legal action to cure, correct or remedy any default, enforce any covenant or agreement herein, enjoin any threatened or attempted violation or enforce by specific performance the obligations and rights of the parties hereto.

(b) **Termination of Extended Term.** The Extended Term of this Agreement may be terminated by either party without cause, effective July 1 of the next succeeding fiscal year, provided that such party gives written notice of such
termination to the other party at least 180 days prior to said date.

8. **Applicable Law.** This Agreement shall be construed and enforced in accordance with the laws of the State of California.

9. **General.**
   
   (a) If any term, provision, covenant or condition of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions of this Agreement shall continue in full force and effect.

   (b) Each party shall execute and deliver to the other all such further instruments and documents as may reasonably be necessary to carry out this Agreement in order to provide and secure to the other party the full and complete enjoyment of its rights and privileges hereunder.

10. **Notices.** Any notice or communication required hereunder between County and GHAD must be in writing, and may be given either personally or by registered or certified mail, return receipt requested. If given by registered or certified mail, the same shall be deemed to have been given and received on the first to occur of (i) actual receipt by any of the addressees designated below as the party to whom notices are to be sent, or (ii) five (5) days after a registered or certified letter containing such notice, properly addressed, with postage prepaid, is deposited in the United States mail. If personally
delivered, a notice shall be deemed to have been given when delivered to the party to whom it is addressed. Any party hereto may at any time, by giving ten (10) days' written notice to the other party hereto, designate any other address in substitution of the address to which such notice or communication shall be given. Such notices or communications shall be given to the parties at their addresses set forth below:

If to County:
Contra Costa County
Attn: Public Works Director
255 Glacier Drive
Martinez, CA 94553-4897

If to GHAD:
c/o Contra Costa County
Attn: Public Works Director
255 Glacier Drive
Martinez, CA 94553-4897

11. Counterparts. This Agreement may be executed in duplicate original counterparts, each of which shall be deemed to be an original, and all of which shall be deemed to constitute one and the same agreement. This Agreement consists of nine (9) pages and one (1) exhibit which constitute the entire understanding and agreement of the parties. Said exhibit is incorporated herein as if set forth in full, is made a part hereof for all purposes and is identified as follows:

Exhibit A M-23 Drainage Maintenance Extended Services
IN WITNESS WHEREOF, County and GHAD each have executed this Agreement as of the Effective Date.

"COUNTY"
COUNTY OF CONTRA COSTA, a political subdivision of the State of California, on behalf of County Service Area M-23

By: __________________________
Chair, Board of Supervisors

"GHAD"
BLACKHAWK GEOLOGIC HAZARD ABATEMENT DISTRICT

By: __________________________
Chair, Board of Supervisors, as Chair, Board of Directors of Blackhawk Geologic Hazard Abatement District

APPROVED AS TO FORM:

Victor J. Westman
County Counsel

By: __________________________

Attest: PHIL BATCHelor, Clerk of the Board of Supervisors and County Administrator

By: __________________________
Deputy

Attest: PHIL Batchelor, Clerk of the Board of Supervisors and County Administrator

By: __________________________
Deputy

CRK: lj/14
0001A
71014.107
EXHIBIT A
TO
AGREEMENT BETWEEN BLACKHAWK GHAD
AND
COUNTY OF CONTRA COSTA

M-23 Drainage Maintenance Extended Services

The drainage facilities to be maintained by County Service Area M-23 shall consist of the storm drain pipe systems generally 30 inches or greater in diameter, the detention, debris and silt basins, the major man-made channel improvements, and the natural channels located in the Service Area except upstream of the west, middle, and east retention basins of Subdivisions 4878, 4962 and 4963, respectively. Drainage maintenance is further restricted to those facilities located in the easements dedicated, or to be dedicated, to Contra Costa County.

Ravines, swales, interceptor ditches or private facilities where they are on private or open space property are not a part of the Service Area's maintenance responsibilities.
APPENDIX D

POLICIES AND PROCEDURES RELATED TO ANNEXATION
Blackhawk GHAD
Policies & Procedures related to Annexations

Section 26550 et seq. of the Public Resources Code outlines the procedures for formation of Geologic Hazard Abatement Districts (GHAD).

The procedures for annexing property into an already formed GHAD are generally the same as those for establishment of a new GHAD except that, in the case of annexations, the Board of Directors assumes the responsibilities of the legislative body that ordered formation of the GHAD.

Requests for annexation of property into the Blackhawk GHAD may arise as follows:

1. Developer Initiated (generally undeveloped property). A developer and/or the owner of a property that is proposed for development may petition the Board to annex property into the District in order that, in the future, the subdivided parcels can receive geologic hazard abatement services.

2. Property Owner Initiated (generally developed property). A property owner (or group of property owners) may petition the Board to annex into the district in order that the existing subdivided property can receive geologic hazard abatement services.

3. Board of Directors Initiated. The Board of Directors of the GHAD can, by Resolution, initiate proceedings to annex property into the GHAD.

Background. On April 22, 1986 the County Board of Supervisors adopted three resolutions which resulted in the formation and funding of the Blackhawk Geologic Hazard Abatement District (GHAD). Resolution No. 86/209 provided for the addition of geologic hazard abatement services with County Service Area M-23 (Blackhawk area). Resolution No. 86/210 approved formation of the Blackhawk GHAD pursuant to the provisions of the Public Resources Code and appointed the County Board of Supervisors to act as the Board of Directors of the GHAD. The Clerk of the Board serves as the Clerk of the Board of Directors of the GHAD.

Resolution No. 86/211 approved a Joint Exercise of Powers Agreement (JEPA) between the County and the GHAD to, among other things, provide for the funding of the GHAD through the transfer of a portion of CSA M-23 revenues.

On April 28, 1998, the Board of Directors appointed William R. Gray and Company, Inc. to serve as General Manager of the GHAD.

Procedure. In order that annexation requests may be received, processed, reviewed and acted upon in a uniform and timely manner, the Board hereby adopts the following general policy with respect to annexations:
1. Annexation proceedings shall be initiated either by a Resolution adopted by the Board, or by a petition signed by owners representing not less than 10% of the property proposed to be annexed. The signature(s) on the petition shall be dated and include information sufficient to identify the signature(s) as that of the owner(s) of land within the area proposed to be annexed.

2. Except when waived in writing by the General Manager or approved by the Board of Directors, and not otherwise required by state law, the following information shall be submitted to the Board of Directors by the applicant along with any petition for annexation:
   
   a. A statement that the petition for annexation is made pursuant to Division 17 of the California Public Resources Code.

   b. A detailed map of the area to be annexed showing property boundaries, proposed development areas and areas proposed to be maintained as open space and assessor’s parcel numbers. The area proposed for annexation into the GHAD shall be clearly identified. A Plat map and legal description of the area to be annexed shall be provided in a form acceptable to the General Manager.

   c. The applicant will supply copies of any and all existing geotechnical and/or engineering reports, of which the applicant is aware, prepared in conjunction with any current or prior development proposals on the property.

   d. A proposed Plan of Control, within the meaning of Public Resources Code 26509, prepared by a certified engineering geologist describing in detail the specific geologic hazard(s) within the area to be annexed which the owners are requesting that the GHAD prevent, mitigate, abate or control and providing a plan therefore. If so requested by the General Manager, the applicant may be required to submit the proposed Plan of Control in the form of an amendment to the GHAD’s existing Plan of Control.

   e. If the proposed Plan of Control identifies facilities or activities that the applicant proposes that the GHAD be responsible for installing and/or maintaining (drainage facilities, flood control detention or retention basins, retaining walls, open space or other facilities [or activities]), etc., the applicant shall provide detailed drawings of said facilities, including engineering plans and/or other documentation as may be appropriate.

   f. An analysis of the additional expense(s) anticipated to be incurred by the GHAD in preventing, mitigating, abating or controlling said geologic hazard(s) within the area to be annexed.

   g. A report prepared by a certified public accountant, or other professional possessing similar qualifications, to determine the financial situation of 1) the existing GHAD, including its funding methodology and reserve accounts and 2) the area proposed to be annexed. This report shall include recommendations as to how GHAD operations in the area proposed for annexation should be funded including bonds and/or annual assessments.
which the GHAD will need to receive from the area proposed to be annexed in order to provide the services identified in the proposed Plan of Control.

h. A report prepared by a certified public accountant, or other professional possessing similar qualifications, to determine the level of financial contribution that the owners of the property proposed to be annexed should be required to pay into the existing reserve fund of the GHAD as seed funding for the additional reserve amount that will be needed for the area to be annexed. At a minimum, the calculation of the amount of contribution to the reserve account shall consider the following:

i. The geographical size of the area proposed to be annexed in relation to the size of the existing GHAD; and

ii. An estimate or projection of the financial resources that the GHAD will require to respond to potential conditions and anticipated damage in the new area in the future due to the geologic hazard(s) identified in the proposed Plan of Control.

i. If applicable, copies of the conditions of approval for the project from the approving agency, indicating the requirement to form (or annex to) a GHAD. The applicant shall provide copies of the approved tentative map and/or site plans as well as grading and site improvement plans and documentation of any required environmental mitigations that might impact the GHAD's ability to prevent, mitigate, abate or control the specific geologic hazard(s) identified in the proposed Plan of Control. The applicant shall provide copies of any state and/or federal agency permit requirements that might impact the GHAD's ability to prevent, mitigate, abate or control the specific geologic hazard(s) identified in the proposed Plan of Control.

j. A formal Resolution from the governing body of the City and/or County (if appropriate) in which the property is located in support of the proposed annexation. Said resolution shall indicate the agencies willingness to: 1) support the operations of the GHAD and, 2) when appropriate, issue the necessary permits and approvals to the GHAD as may be required to prevent, mitigate, abate or control the specific geologic hazard(s) identified in the proposed Plan of Control.

k. A right-of-entry to allow GHAD personnel to inspect the site prior to annexation and a statement (or description of procedures) describing how GHAD personnel will have access to individual properties for the purpose of investigating, evaluating, preventing, mitigating, abating and/or controlling the geologic hazard(s) identified in the proposed Plan of Control, once the annexation is approved.

l. Such compensatory fees as may be applicable to the filing, processing and hearing of the petition and any financing for the services to be provided to the annexed area.
3. Upon receipt of the petition and accompanying information, the Board Clerk shall place it on the agenda for the first regular Board meeting following the Clerk’s determination that the petition substantially complies with the requirements of Public Resources Code §§ 26552 and 26555. To make this determination, the Clerk shall refer the petition to the General Manager for his review, evaluation and recommendation.

4. The General Manager’s review, evaluation and recommendation shall do the following:
   a. Evaluate the petition to determine if is substantially in the form required by Public Resources Code §§ 26551, 26552, 26553 and 26555, and
   b. Evaluate the proposed Plan of Control to determine if it complies with the requirements of Public Resources Code §§ 26509 and 26553, and
   c. Evaluate the reports and materials submitted in compliance with paragraphs 2. a. though 1. above to recommend whether they are complete and sufficient, and
   d. Present his findings and recommendations to the Board within 90 days of referral to his office.

5. If the Clerk determines that the petition does not comply with the law, the Clerk must give written notice to the landowner whose signature appears first on the petition. A supplemental petition curing the defects may be submitted to the Clerk within 10 days of the date of the mailed notice.

6. Upon the Clerk’s presentation of a sufficient petition and the applicant’s compliance with the matters set forth herein, the Board shall adopt a resolution setting a public hearing on the petition and directing the Clerk to give notice. The Clerk must notice the public hearing at least 20 days before the hearing date. Notices must be mailed first-class, postage prepaid, to each owner of real property to be annexed and include:
   a. The time, date and place of the public hearing; a brief description of the purpose of the hearing; the location where the Plan of Control can be reviewed or duplicated; the address where objections to the proposed annexation can be mailed or delivered up to and including the time of the hearing.
   b. Either a copy of the petition or a copy of the Resolution initiating proceedings for the annexation shall be included.

7. At any time up to the time of the hearing, any owner(s) of real property in the area to be annexed may make a written objection to the annexation. The objection must be signed by the property owner(s) and contain a description of the owner(s) land by lot, tract and map number. If the person who signs the objection is not shown on the assessment roll last equalized by the County as the owner(s) of the subject real property, the written objection shall be accompanied by evidence sufficient to indicate that the person is the owner of the property.
8. The Board shall open the public hearing on the date and at the time noticed by the Clerk. During the hearing, the Board shall be presented with any written objections.
   a. The Board may adjourn the hearing but not to exceed 60 days from the date first noticed.
   b. If owners of more than 50% of the assessed valuation of the land to be annexed object to annexation, the Board shall close the hearing and terminate the annexation proceedings.

9. When considering the proposed annexation and the adoption of resolution of approval, the Board may review some or all of the following factors and items:
   a. Whether the petitioner has complied with all of the requirements of the Public Resources Code Sections 26550 et. seq. and 26561 et. seq..
   b. Whether the GHAD has sufficient administrative personnel and technical support necessary to assume the proposed GHAD responsibilities within the area to be annexed and whether any increase in administrative and/or support costs resulting from the annexation will be borne by the property owners in the area to be annexed.
   c. Whether the specific type(s) of geologic hazard(s) identified in the proposed Plan of Control for the area to be annexed are either identical, or very similar to, the particular geologic hazard(s) identified in the existing Plan of Control for the GHAD.
   d. Whether the area to be annexed is either contiguous or, in the opinion of the General Manager, sufficiently close in proximity to the GHAD so that the GHAD can efficiently provide the requested services to the new area.
   e. Whether, in the case of a proposed annexation of undeveloped property, the governing body of the City and/or County (if appropriate) has passed a resolution in support of the annexation.
   f. Whether sufficient fees and/or assessments necessary to prevent, mitigate, abate or control the specific geologic hazard(s) identified in the proposed Plan of Control and to administer operation of the GHAD consistent with the Plan of Control can be legally levied on properties within the boundaries of the area to be annexed.
   g. Whether the proposed or recommended financial contributions, from the property owner(s) within the area to be annexed, to the reserve fund of the existing GHAD is reasonable and sufficient to support the proposed GHAD operations.

10. At the same time as the Board conducts the public hearing to consider whether the proposed annexation should be approved, the Board may also conduct a public hearing to consider the levying of special benefit assessments or other methods of financing the additional expenses anticipated to be incurred by the GHAD in providing services to prevent, mitigate, abate, or control geologic hazards within the area proposed to be annexed as defined in the Plan of Control. If special
benefit assessments are proposed, the notice and public hearing shall comply with the Right to Vote on Taxes Act (Cal. Const., art. XIII, § 4) and implementing statutes.

11. Pursuant to section 26581, an annexation shall not become final until the Contra Costa Board of Supervisors, as the body that ordered formation of the Blackhawk GHAD, adopts a resolution approving the annexation.

12. If desired, the Board may provide that the annexation shall not become final until the special benefit assessments or other method of financing the services to be provided to the annexed area have been duly approved as required by law. In addition, the Board may apply to the annexation any other conditions that the Board deems necessary or desirable.
FIGURE 1

BLACKHAWK GHAD
BOUNDARIES SITE PLAN