

RECORDING REQUESTED BY AND WHEN
RECORDED MAIL TO:

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

SPACE ABOVE FOR RECORDER'S USE ONLY
Exempt from Recording Fee per Gov. Code §27383

OWNER OCCUPANCY AGREEMENT

FOR JUNIOR ACCESSORY DWELLING UNIT DEED RESTRICTION

(Address: APN:)

THIS OWNER OCCUPANCY AGREEMENT FOR JUNIOR ACCESSORY DWELLING UNIT DEED RESTRICTION (“AGREEMENT”) is entered into on (DATE), by and between (OWNER), (hereinafter referred to as “OWNER”) and the City of Concord, a municipal corporation, (hereinafter referred to as “CITY”).

WHEREAS, OWNER owns a parcel of property located within the CITY at (PROJECT ADDRESS) which is known as Assessor’s Parcel Number (APN) (“PROPERTY”); and

WHEREAS, in accordance with Concord Municipal Code Section 18.200.180, the OWNER has applied to the CITY for a Building Permit to construct a (SIZE OF JADU) square foot Junior Accessory Dwelling Unit (“JADU”) on PROPERTY; and

WHEREAS, pursuant to Government Code Section 65852.22(a)(3) and Concord Municipal Code Section 18.200.180(F)(4), all JADUs require a recorded deed restriction that, among other things, prohibits the sale of the JADU separately from the principal dwelling, requires that the property owner reside within either the principal dwelling or JADU on the PROPERTY, and prohibits rentals of the JADU for periods shorter than thirty (30) days; and

WHEREAS, a Building Permit for (OWNER) JADU (BUILDING PERMIT NUMBER) has been issued, subject to certain conditions relating to occupancy and ownership; and

WHEREAS, this AGREEMENT is the deed restriction recorded to satisfy the requirements of the Concord Municipal Code Section 18.200.180.

NOW, THEREFORE, IN CONSIDERATION OF THE PERFORMANCE OF THE MUTUAL PROMISES CONTAINED HEREIN, THE PARTIES AGREE AS FOLLOWS:

Section 1. The above recitals are incorporated into this AGREEMENT by reference and made

1 a part of this AGREEMENT.

2 **Section 2.** Prior to issuance of a certificate of occupancy for a JADU on the PROPERTY, all
3 parties agree to the following conditions relating to ownership and occupancy as follows:

4 1. A prohibition on the sale of the JADU separate from the sale of the single-family
5 principal dwelling on the PROPERTY; and

6 2. A restriction on the size and attributes of the JADU consistent with Concord
7 Municipal Code Sections 18.200.180 *et seq.*, including but not limited to the following: the
8 JADU shall be constructed within the walls of the single-family principal dwelling on the
9 PROPERTY, with a separate entrance from the principal dwelling and efficiency kitchen
10 contained within the JADU; and

11 3. A prohibition against renting the JADU for fewer than thirty (30) consecutive
12 calendar days; and

13 4. A requirement that either the primary residence or the JADU be the OWNER's
14 bona fide principal residence, unless the OWNER is a governmental agency, land trust, or
15 housing organization.

16 **Section 3.** The OWNER shall provide notice to all future buyers and successors-in-interest of
17 the PROPERTY of all conditions that apply to the approved JADU, as authorized by the Concord
18 Municipal Code. In accordance with the building permit for the JADU, the OWNER agrees that both
19 such units shall be occupied as separate single-family dwellings only if the legal owner occupies one of
20 these units; otherwise the two units shall be occupied as if they were one single-family dwelling unit.
21 Nothing in this Agreement prohibits one or both of the dwelling units remaining vacant.

22 **Section 4.** This Agreement is binding on the heirs, successors, and assigns of the parties hereto,
23 and shall be recorded with the Contra Costa County Recorder and is a covenant running with the land.

24 **Section 5.** Any violation of this AGREEMENT may result in the imposition of fines or other
25 enforcement actions under the City of Concord Municipal Code or applicable law. CITY may enforce
26 the provisions in this AGREEMENT through any proceedings at law or equity.

27 **Section 6.** No delay or omission in the exercise of any right or remedy of CITY upon any default
28

1 by OWNER shall impair such right or remedy or be construed as a waiver. CITY's failure to insist in
2 any one or more instance upon the strict observance of this AGREEMENT shall not be considered a
3 waiver of CITY's right thereafter to enforce the provisions of the AGREEMENT. The City shall not
4 waive its rights to enforce any provision of this AGREEMENT unless it does so in writing, signed by
5 an authorized agent of CITY.

6 **Section 7.** This AGREEMENT may only be modified by a written amendment executed by the
7 parties and recorded thereafter.

8 **Section 8.** If any one or more of the provisions contained in this AGREEMENT shall for any
9 reason be held to be invalid, illegal or unenforceable in any respect, then such provision or provisions
10 shall be deemed severable from the remaining provisions contained in this AGREEMENT, and this
11 AGREEMENT shall be construed as such invalid, illegal or unenforceable provision had never been
12 contained herein.

13 **IN WITNESS WHEREOF,** the parties have executed this Agreement on the day and year set
14 forth above.

15 **OWNER**

CITY OF CONCORD, a municipal corporation

16 By: _____
17 Signature

By: _____
Valerie Barone, City Manager

18 _____
19 Print or Type Name

ATTEST:

By: _____
Joelle Fockler, City Clerk

20 **APPROVED AS TO FORM:**

**TERMS AND CONDITIONS HAVE
BEEN REVIEWED AND APPROVAL
RECOMMENDED:**

21 _____
22 Susanne Brown, City Attorney

Mindy Gentry, Planning Manager

NOTARY ACKNOWLEDGEMENT

STATE OF CALIFORNIA

COUNTY OF _____

On _____ before me, _____
Date

Name and Title of Officer (e.g., "Jane Doe, Notary Public")

personally appeared _____

personally known to me — OR — 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.

WITNESS my hand and official seal.

Signature of Notary Public