ANNOTATED

AGENDA

CITY OF ANTIOCH PLANNING COMMISSION WEDNESDAY, MAY 6, 2020

6:30 P.M.

PURSUANT TO GOVERNOR GAVIN NEWSOM'S EXECUTIVE ORDER N-29-20 THIS MEETING WILL BE HELD AS A TELECONFERENCE MEETING. OBSERVERS MAY VIEW THE MEETING LIVESTREAMED VIA THE PLANNING DIVISION'S WEBSITE AT: https://www.antiochca.gov/community-development-department/planning-division/planning-commission-meetings/.

<u>APPEAL</u>

All items that can be appealed under 9-5.2509 of the Antioch Municipal Code must be appealed within five (5) working days of the date of the decision. The final appeal date of decisions made at this meeting is 5:00 p.m. on **WEDNESDAY**, **MAY 13**, **2020**.

ROLL CALL 6:35 P.M.

Commissioners Schneiderman, Vice Chair

Motts Martin Parsons Soliz Barrow

PLEDGE OF ALLEGIANCE

PUBLIC COMMENTS

CONSENT CALENDAR

All matters listed under Consent Calendar are considered routine and are recommended for approval by the staff. There will be one motion approving the items listed. There will be no separate discussion of these items unless members of the Commission, staff or the public request specific items to be removed from the Consent Calendar for separate action.

1. APPROVAL OF MINUTES: None.

END OF CONSENT CALENDAR * * *

NEW PUBLIC HEARINGS

2. UP-20-02, AR-20-03 - Cielo at Sand Creek – The applicant, Century Communities requests a use permit and design review approval for home size modifications, new architecture for the homes and revised recreational amenities to the previously approved development for the Cielo at Sand Creek Subdivision. The modifications would eliminate the Active Adult product from the project and propose ten new floor plans and architecture, and in addition revises the amenity building. The project site is located on the west side of Heidorn Ranch Road south of Prewett Ranch Road and the east side of Hillcrest Avenue north of the future extension of Sand Creek Road.

RESOLUTION NOS. 2020-08 & 2020-09

3. Z-18-01, UP-18-04, AR-18-06, PW-357-RA-57 - AMCAL Family/Senior Apartments Development Agreement — The applicant, AMCAL Multi-Family Housing, Inc., requests approval of a development agreement for the previously approved AMCAL Family/Senior Apartments project. The project site is located at the Southwest corner of East Eighteenth Street and Holub Lane (APNs 051-200-025 and 051-200-026).

RESOLUTION NO. 2020-10

NEW ITEM:

4. Election of Chair and Vice Chair

Schneiderman – Chair Martin – Vice-Chair

ORAL COMMUNICATIONS

WRITTEN COMMUNICATIONS

COMMITTEE REPORTS

ADJOURNMENT (7:50 pm)

Notice of Availability of Reports

Copies of the documents relating to this proposal are available for review at https://www.antiochca.gov/fc/community-development/planning/Project-Pipeline.pdf. The staff report and agenda packet will be posted on Friday, May 1, 2020, at https://www.antiochca.gov/government/agendas-and-minutes/planning-commission/

Notice of Opportunity to Address the Planning Commission

The public has the opportunity to address the Planning Commission on each agenda item. Comments regarding matters not on this Agenda may be addressed during the "Public Comment" section on the agenda.

There are two ways to submit public comments to the Planning Commission:

- Prior to 3:00 the day of the meeting: Written comments may be submitted electronically to the Secretary to the Planning Commission at the following email address: planning@ci.antioch.ca.us. All comments received before 3:00 pm the day of the meeting will be provided to the Planning Commissioners at the meeting. Please indicate the agenda item and title in your email subject line.
- After 3:00 the day of the meeting and during the meeting: All comments submitted after 3:00 pm the day of the meeting or during the meeting may be submitted using the online meeting comment form available on the Planning Meetings webpage: https://www.antiochca.gov/community-development-department/planning-division/planning-commission-meetings/. Please include the agenda item and title on the comment form. Comments will be read into the record by staff (not to exceed three minutes at staff's cadence) when the chair of the Planning Commission opens the public comment period for the relevant agenda item.

Accessibility

In accordance with the Americans with Disabilities Act and California law, the City of Antioch offers its public programs, services and meetings in a manner that is readily accessible to everyone, including individuals with disabilities. If you are a person with a disability and require information or materials in an appropriate alternative format; or if you require any other accommodation, please contact the ADA Coordinator at the number or email address below at least 72 hours prior to the meeting or when you desire to receive services. Advance notification within this guideline will enable the City to make reasonable arrangements to ensure accessibility. The City's ADA Coordinator can be reached @ Phone: (925) 779-6950 and e-mail: publicworks@ci.antioch.ca.us.



STAFF REPORT TO THE PLANNING COMMISSION

DATE:

Regular Meeting of May 6, 2020

SUBMITTED BY:

Jose Cortez, Associate Planner

APPROVED BY:

Alexis Morris, Planning Manager

SUBJECT:

CIELO AT SAND CREEK UP-20-02, AR-20-03

RECOMMENDED ACTION

It is recommended that the Planning Commission approve the resolution recommending that the City Council approve the Use Permit and Design Review application for home size modifications, home architecture, and redesign of the amenity building.

DISCUSSION

REQUEST

Century Communities requests Use Permit, and Design Review Approval for home size modifications, new home architecture, and redesigned recreational amenities including, removing the Active Adult component of the project, removing the fitness center, bocce ball, pickle ball, community garden, replacing the amenity center with a 2,000 square foot community building, and revised landscaping and the design of Parcel "C" Park for the Cielo at Sand Creek project.

ENVIRONMENTAL

An Environmental Impact Report (EIR) was prepared in December 2015 and certified in February 2016 Resolution No 2016/11. The EIR provides an evaluation of the potential environmental impacts of the proposed project and recommends mitigation measures to reduce impacts to a less-than-significant level. With the implementation of the mitigation measures proposed, the Cielo at Sand Creek Project would not result in any significant unavoidable impacts with respect to any of CEQA issue areas. Additionally, the proposed project, when combined with cumulative projects in the vicinity of the site, would not result in any cumulatively considerable significant unavoidable impacts. The proposed Use Permit, and Design Review is consistent with the project analyzed in the EIR; therefore, no further environmental review is required.

BACKGROUND

The project site was previously entitled by the City of Antioch in 2016 for a residential development on 141.6 total acres, including up to 650 single-family residential units and 31.6 acres of parks and landscaped areas. In addition, the proposed project included offsite improvements (i.e., roadways and utilities) that would affect two off-site adjacent areas totaling approximately 6.47 acres: an area to the north and east that included an approximately 6.02-acre portion of Heidorn Ranch Road (a dedicated public roadway in Antioch); and a 0.4-acre area to the southeast that includes a portion of Sand Creek in which storm drain lines and a storm drain outfall structure would be constructed. The City Council also certified the Vineyards at Sand Creek Environmental Impact Report (EIR). In addition, the Council adopted an ordinance approving a Development Agreement (DA) between the City and the applicant and an ordinance rezoning the site to Planned Development District (PD). As part of the PD, development standards and design guidelines were adopted. The Project currently has approved plans for villages 1-3 (generally the northern half of the project). Village 1 included (96 Market-Rate Single-Family homes), Village 2 (121 Active Adult Single-Family homes for seniors) and Village 3 (120 Active Adult Single-Family homes for seniors) for a total of 337 total units. The 337 single-family homes would range between approximately 1,500 and 3,000 square feet (sf). Also approved is a Fitness Center and Amenity Building located in Parcel A Park, and wall and fence designs for the six-foot tall masonry walls and good neighbor wood fencing.

On May 24, 2018, the City of Antioch's Zoning Administrator adopted the resolution approving a Use Permit for Phase I through Phase III for the Vineyards at Sand Creek Project, subject to conditions of approval. The overall project consists of six total phases.

On October 3, 2018, the City of Antioch's Planning Commission adopted the resolution approving design review of the home architecture for Phase I through Phase III for the Vineyards at Sand Creek Project, subject to conditions of approval.

On February 20, 2019 the Planning Commission approved the design review (File No. AR-18-23) of an Amenity building and Landscaping for Phases I through III.

PROJECT OVERVIEW

On February 03, 2020, the Applicant, Century Communities, submitted an application for a Use Permit for Home Size Modification, and Design Review of modifications to the approved home sizes and architecture and redesigned recreational amenities that include removing the Active Adult component of the project, removing the fitness center, bocce ball, pickle ball, community garden, replacing the amenity center with a 2,000 square foot community building, and revised landscaping and the design of Parcel "C" Park. The applicant proposes, as part of a business decision, to eliminate the Active Adult restriction on the homes in order to make the homes more appealing and more affordable for families. The applicant received Design approval for the amenity parcel in 2018. The

parcel was intended to be used and funded by the "active adult" members of the Cielo community through a separate Homeowners Association (HOA). Before construction began on the amenity parcel, a business decision was made to open the use of the amenity parcel to the entire Cielo community and to eliminate the age restriction portion of the project. This subsequently triggered a change to the amenity parcel to provide more age appropriate features for families.

The Cielo at Sand Creek development consists of 337 single family units which are both 4,000 square foot and 4,950 square foot lots. The new plans being introduced are designed to fit on all lots including the removed Active Adult lots. The applicant is proposing to replace the approved home plans with 10 new home plans ranging in size from 1,550 to 2,711 square feet, all of which are generally consistent with approved Design Guidelines for the original PD. The applicant proposes four floor plans with three elevations per plan for the 55x90 lots. The 50x80 lots will feature six plans with three elevations. Each of the ten plans will offer a Spanish and California Ranch elevation. The third plan will be either a Cottage or Farmhouse elevation. The following table summarizes the previously approved homes sizes compared to the proposed home sizes.

Cielo 50x80 Lots Hon	ne Sizes	
Home	Previous S.F.	Proposed S.F.
Plan 1	1989	1556
Plan 2	2187	1704
Plan 3	2369	1902
Plan 4	2739	2091
Plan 5	3073	2365
Plan 6 (Proposed)		2452
Cielo 55x90 Lots Hon	ne Sizes	
Home	Previous S.F.	Proposed S.F.
Plan 1	1776	2051
Plan 2	1939	2245
Plan 3	2068	2504
Plan 3X (optional bedroom)	2733	-
Plan 4	2108	2711
Plan 5	2798	-
Plan 5X (optional bedroom)	2970	-

ARCHITECTURE

The applicant is proposing 10 new home plans ranging in size from 1,550 to 2,711 square feet. The proposed four architectural styles include Farmhouse, Spanish, Cottage, and California Ranch. Themed specific siding, shutters, stone veneer garage doors, window mullions, lighting and roof tiles are included for each architectural style. Each plan also includes enhanced facades at the street corners. The enhancements for each home plan are detailed on the project plans (Attachment E). The architectural styles are consistent with the previously approved "Promenade at Sand Creek" homes. Additionally, the color and materials sheets are included as Attachment "E" to the staff report.

The plans are proposed for both 40-foot-wide lots and 45-foot-wide-lots and have 20'x20' two-car garages. The proposed plans include the option to have the garage recessed behind the main living portion of the home while one home plan has the garage extend beyond the main portion of the living space, which is consistent with Section 6.1.3E1 of the Citywide Design Guidelines. Each garage door also has an architectural themed style with an option for glazing insert. Each architectural theme is discussed individually and, in more detail, below.

Farmhouse

The farmhouse style consists of steeper roofs with flat tile, a mainly stucco body with accents of board and batt siding, brick accents, wood posts and louvered shutters. In addition to the materials proposed, lighting fixtures are featured in some gables of the homes. The proposed elevations incorporate materials similar to the previously approved materials.

Spanish

The Spanish style uses 'S' profile roof tile, low pitched gables primarily stucco elevations with occasional arch forms. Also incorporated are materials as previously approved and include banding, colorful tile accents and siding accents below the windows for additional texture.

Cottage

The Cottage style utilizes a steeper roof pitch and is a combination of hip and gable roofs. The body is stucco with lap siding and stone accents and incorporates shutters. The cottage also incorporates a "jerkinhead" — the clipped ends on a gable roof which break up the roof form to better enhance the street elevation.

California Ranch

The California Ranch style uses low pitch gable roof forms with a primarily stucco elevation with siding accents and incorporates wood posts and shutters. The California Ranch features flat roof tile and glass in the garage doors and stone masonry on all elevations.

USE PERMIT

In response to the negative effects of product downsizing during the downturn in the residential market in the 1990's, the City Council adopted and implemented Article 22 of the Municipal Code. This section requires that any change in unit mix that affects average unit size be required to obtain a use permit, subject to City Council approval with review by the Planning Commission. The home size modification ordinance states that four issues, which are not exhaustive, will be considered when reviewing and evaluating the requested changes in addition to the standard design review criteria.

- 1) The design and width of the front elevation will be comparable with, but not necessarily equal to, the previous approval so that any change in unit size will not substantially impact the width of the houses as viewed from the street.
 - The current Cielo home plans have widths that range from 40 55 feet. The four new proposed home plans all have a width of 40 45 feet. The ten new home plan widths are in line with the currently approved home plans and would not substantially impact the widths of the houses as viewed from the street.
- 2) The quality of building materials shall be at least comparable to the previously approved product(s). The architecture shall not be significantly simplified, unless it can be found that the proposed form is desirable for the style of house proposed.
 - The proposed building materials in the new home plans are comparable to the previously approved products, both the proposed plans and approved plans include similar stone material, slate roofs, and painted stucco exteriors. The architecture has various wall planes to provide depth and massing and similar enhancements to the previously approved home plans for street side and project entry facades.
- The proposed architecture should be compatible with the previously approved project.

The ten new home plans contain many of the same architectural elements. The new home plans include many of the same architectural styles including Cottage, Farmhouse, and California ranch themes. These architectural elements include the stucco finish, tile roofs, cultured stone veneer, board and batten siding and decorative shutters.

4) If the proposed units are larger than the previously approved project, then the issue of building mass shall be considered.

The 10 new home plans are not larger than the previously approved plans types so building mass will not be an issue.

AMENITY BUILDING AND PARK

As part of the proposed revisions the applicant is removing the Active Adult component of the project, removing the fitness center, bocce ball, pickle ball, community garden, and replacing the amenity center with a 2,000 square foot community building. Additionally, the applicant proposes revising the landscaping and the design of Parcel "C" Park. The park will remain privately owned and maintained; only residents located within the development would have access to the park. Per City Council Resolution No. 2016/13, any revisions to the approved Parcel "C" Park are to be reviewed by the Planning Commission. The revised Parcel "C" Park would include the following:

- A fenced tot lot with age appropriate play equipment;
- A 2,000-sf community building with a catering kitchen, restrooms and a meeting area;
- A fenced pool and spa;
- Open space for gathering and passive use with sod and drought tolerant landscape;
- Barbecue areas with tables and seating, shade umbrellas, and trellises;
- Central mailbox locations on the north and west sides.

Since this is now an all ages community with lower sales prices and lower HOA dues, the type and scale of the amenities are proposed to be reduced. However, staff believes that they are still providing recreational amenities tailored to their potential buyers' interests and designing them in a way that is consistent with the project's design guidelines. As such, staff is recommending approval of the proposed changes in separate resolution provided as Attachment B to the report.

The proposed park is smaller than the 5.06 acres required by Subdivision Ordinance (AMC §9-4.1004). Consequently, per Subdivision Ordinance §9-4.1007 and Resolution No. 2016/13 Condition of Approval #I.1, the developer is required to pay the required \$1,500 fee per lot park-in-lieu fee at the time that each building permit is issued. The total amount of park-in-lieu fees that will be collected for all three phases will be \$505,500. The park-in-lieu fee is not affected by the proposed changes to the amenities offered in the park.

ATTACHMENTS

- A. Use Permit and Design Review Resolution
- B. Recreational Amenities Resolution
- C. October 3, 2018 Planning Commission Resolution No. 2018-27
- D. February 20, 2019 Planning Commission Resolution No. 2019-06
- E. Project Plans
- F. Project Description and Narratives

ATTACHMENT "A"

ATTACHMENT A

PLANNING COMMISSION RESOLUTION NO. 2020-**

RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF ANTIOCH RECOMMENDING THE CITY COUNCIL APPROVE THE USE PERMIT AND DESIGN REVIEW APPLICATION FOR HOME SIZE MODIFICATIONS, AND NEW HOME ARCHITECTURE FOR THE CIELO AT SAND CREEK PROJECT

WHEREAS, the Planning Commission for the City of Antioch did receive a request for approval of a use permit, and design review application from Century Communities for home size modifications, new home architecture, and redesigned amenity building for the Cielo at Sand Creek project. The project site is located on the west side of Heidorn Ranch Road south of Prewett Ranch Road and the east side of Hillcrest Avenue north of the future extension of Sand Creek Road (UP-20-02, AR-20-03) and,

WHEREAS, an Environmental Impact Report for the Vineyards at Sand Creek Project and Mitigation Monitoring and Reporting Program (MMRP) was prepared in accordance with the California Environmental Quality Act (CEQA) Guidelines Section 15162, and was certified, with Findings of Fact, by the City Council on February 9, 2016; and,

WHEREAS, the project is consistent with the EIR, MMRP and therefore, in accordance with the California Environmental Quality Act (CEQA) Guidelines Section 15162, a subsequent environmental document is not required; and,

WHEREAS, the City Council adopted a General Plan Amendment for the project site changing the land use designations from Business Park, Public/Quasi-Public, and Open Space/Senior Housing to Medium Low Density Residential and Open Space as well as amendment to the text of the Sand Creek Focus Area of the General Plan (GP-14-01) on February 9, 2016; and,

WHEREAS, the City Council adopted the Vesting Tentative Map/Final Development Plan consisting of 641 units (Subdivision 9390) and Resource Management Plan on February 9, 2016; and,

WHEREAS, the City Council adopted a Rezone of the project site to Planned Development District, approving a Master Development Plan, Final Development Plan, and Planned Development and Design Standards (PD-14-03) on February 23, 2016; and,

WHEREAS, the City Council adopted a Development Agreement between the City of Antioch and GBN Partners, LLC on February 23, 2016; and,

WHEREAS, the adopted Development Agreement between the City of Antioch and GBN Partners, LLC was recorded by the Contra Costa County Recorder's Office on December 13, 2016; and,

RESOLUTION NO. 2020-** MAY 6, 2020 Page 2

WHEREAS, on May 24, 2018, the Zoning Administrator approved a Use Permit for Phase I through Phase III of the Vineyards at Sand Creek Project, consisting of 337 total single-family residential units (96 Market-Rate Single-Family homes for families and 241 Active Adult Single-Family homes for seniors) located in the southeastern portion of the City of Antioch in eastern Contra Costa County, California (APNs 057-030-003 and 057-050-007); and,

WHEREAS, on October 3, 2018, the Planning Commission approved the design review for Phase I through Phase III of the Vineyards at Sand Creek Project, located in the southeastern portion of the City of Antioch in eastern Contra Costa County, California. (APNs 057-030-003 and 057-050-007); and,

WHEREAS, on October 18, 2018, the Parks and Recreation Commission approved the designs of Parcel "C" and Parcel "D" Parks for Phase I through Phase III of the Vineyards at Sand Creek Project, located in the southeastern portion of the City of Antioch in eastern Contra Costa County, California (APNs 057-030-003 and 057-050-007); and,

WHEREAS, the Planning Commission duly gave notice of public hearing as required by law; and,

WHEREAS, the Planning Commission on May 6, 2020, duly held a public hearing, received and considered evidence, both oral and documentary; and,

NOW THEREFORE IT BE RESOLVED that the Planning Commission does hereby make the following findings for approval of a Use Permit and Design Review Permit:

1. The granting of such Use Permit will not be detrimental to the public health or welfare or injurious to the property or improvements in such zone or vicinity.

The use permit and design review will not be detrimental to the public health or welfare or injurious to the property or improvements in such zone or vicinity. The project modifies architecture, modifies homes sizes and amenities to a previously approved project. The subdivision will construct necessary infrastructure to serve the City of Antioch and future development.

2. The use applied at the location indicated is properly one for which a Use Permit is authorized.

This is an approved residential planned development. A Use Permit is required to modify the home sizes per Antioch Municipal Code Section 9-5.22.

- 3. The site for the proposed use is adequate in size and shape to accommodate such use, and all parking, and other features required.
 - The proposed residential subdivision lots are adequate in size to accommodate the proposed home models, parking and other amenities proposed.
- 4. That the site abuts streets and highways adequate in width and pavement type to carry the kind of traffic generated by the proposed use.
 - The project is located near Heidorn Ranch Road, the future extension of Hillcrest Avenue and the future Sand Creek Road extension that will serve the project site. The street extensions are designed to meet City Standards for adequate width and pavement.
- 5. The granting of such Use Permit will not adversely affect the comprehensive General Plan.

The granting of the Use Permit will not adversely affect the General Plan as the proposed single-family homes and amenity building are in compliance with the General Plan.

NOW THEREFORE BE IT RESOLVED that the Planning Commission of the City of Antioch does hereby recommend that the City Council APPROVE UP-20-02, AR-20-03 to allow the 10 new home plans, and home size modifications, and redesigned community building for the Cielo at Sand Creek project located on the west side of Heidorn Ranch Road south of Prewett Ranch Road and the east side of Hillcrest Avenue north of the future extension of Sand Creek Road subject to the following conditions:

A. GENERAL CONDITIONS

- 1. The applicant shall defend, indemnify, and hold harmless the City in any action brought by a third party to challenge the land use entitlement. In addition, if there is any referendum or other election action to contest or overturn these approvals, the applicant shall either withdraw the application or pay all City costs for such an election.
- 2. The project shall be implemented as indicated on the application form and accompanying materials provided to the City and in compliance with the Antioch Municipal Code, or as amended by the Planning Commission.
- 3. No building permit will be issued unless the plan conforms to the plans as approved by the Planning Commission and the standards of the City.

- 4. This approval expires two years from the date of approval (expires May 6, 2022), unless a building permit has been issued and construction has diligently commenced thereon and has not expired, or an extension has been approved by the Zoning Administrator. Requests for extensions must be received in writing with the appropriate fees prior to the expiration of this approval. No more than one one-year extension shall be granted.
- 5. No permits or approvals, whether discretionary or mandatory, shall be considered if the applicant is not current on fees, reimbursement payments, and any other payments that are due.
- 6. No signs shall be installed on this site without prior City approval.

B. PROJECT SPECIFIC CONDITIONS

- 1. This development shall comply with all the obligations and requirements included in the adopted Development Agreement between the City of Antioch and GBN Partners, LLC, which was recorded by the Contra Costa County Recorder's Office on December 13, 2016.
- 2. This development shall comply with all previous project conditions of approval, except as modified herein, and mitigation measures adopted for the Cielo at Sand Creek (formerly Vineyards at Sand Creek Project), including those found in the following adopted City Council resolutions:
 - Resolution certifying the Environmental Impact Report for the Vineyards at Sand Creek Project, adopting findings of fact and a mitigation monitoring and reporting program (Resolution 2016-11);
 - Resolution approving a General Plan Amendment to designate the project site Medium Low Density Residential and Open Space and amending the Sand Creek Focus Area text (Resolution 2016-12); and
 - Resolution approving a Vesting Tentative Map/Final Development Plan, and Resource Management Plan for the Vineyards at Sand Creek Project (Resolution 2016-13).
 - Resolution approving the Design Review of Villages 1-3 of the Vineyards at Sand Creek Project (Resolution 2018-27).

- 3. This approval applies to the introduction ten new home plans, and home size modifications, for the Cielo at Sand Creek development as depicted on the revised project plans submitted to the City of Antioch on February 27, 2020 that includes the following:
 - a. Four floor plans with three elevations for the 55x90 lots.
 - b. Six plans with three elevations for the 50x80
 - c. The ten plans will offer a Spanish and California Ranch, Cottage, or Farmhouse elevation.
 - d. Plans sizes are outlined in the following table:

Cielo 50x80 Home Sizes	
Home	Square Footage
Plan 1	1556
Plan 2	1704
Plan 3	1902
Plan 4	2091
Plan 5	2365
Plan 6	2452
Cielo 55x90 Home Sizes	
Home	Square Footage
Plan 1	2051
Plan 2	2245
Plan 3	2504
Plan 4	2711

- 4. This approval removes the Age Restricted Community component from the project and replacing it with a non-age restricted development.
- 5. Prior to the issuance of any building permits all floor plans shall include options for how the future homeowner can include an additional 150 cubic feet of useable storage space on the property, including a combination of square footage or wall-mounted cabinetry and shelving in the garage, or closets not dedicated to other uses in the home.

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RESOLUTION NO. 2020-** MAY 6, 2020 Page 6

I HEREBY CERTIFY the foregoing resolution was duly adopted by the Planning Commission of the City of Antioch at a regular meeting thereof held on the 6th day of May 2020.

AYES: NOES: ABSTAIN: ABSENT:

> Forrest Ebbs Secretary to the Planning Commission

ATTACHMENT "B"

PLANNING COMMISSION RESOLUTION NO. 2020-**

RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF ANTIOCH RECOMMENDING APPROVAL OF THE REVISED DESIGNS OF PARCEL "C" PARK PHASES 1, 2, AND 3 FOR CIELO AT SAND CREEK SUBDIVISIONS 99484, 9483, AND 9482

WHEREAS, on February 9, 2016 the City Council adopted Resolution No. 2016/13 approving the Vesting Tentative Map (VTM)/ Final Development Plan for Promenade Vineyards at Sand Creek Subdivision 9390 project; and

WHEREAS, on February 23, 2016 the City Council adopted Ordinance No. 2112-C-S approving a Development Agreement (DA) between the City and GBN Partners, LLC regarding the property and project; and

WHEREAS, the VTM and DA allows the developer to file multiple (phases) final maps in accordance with the Subdivision Map Act; and

WHEREAS, on July 24, 2018 the City Council adopted Resolution No. 2018/87 approving the small lot final maps for Promenade Vineyards at Sand Creek Phases 1,2, and 3 (Subdivisions 9484, 9483, and 9482), containing 96,121 and 120 single-family residential lots each, respectively, for a total 337 lots;

WHEREAS, the proposed Parcel "C" park is to be designed and constructed by the applicant and maintained by the Homeowner's Association, and the developer shall pay the required \$1,500 fee per lot park-in-lieu fee at the time that each building permit is issued, for a total of \$505,500 in fees for all three subdivisions; and

WHEREAS, on October 18, 2018 the Planning Commission adopted Resolution NO. 2018/07 approving the designs of the private Parcel "C" and Parcel "D" Parks for Phase I through Phase III for the Vineyards at Sand Creek Project; and

WHEREAS, the applicant is removing the Age Restricted Community component from the project and replacing it with a non-age restricted development resulting in modifications to the design and programming of Parcel "C" park; and

WHEREAS, the design of Parcel "C" park approved in Resolution NO. 2018/07 is modified as follows:

The design of Parcel "C" park shall be consistent with the plans submitted to the City on January 24, 2020 and shall include the following amenities:

- A fenced tot lot with age appropriate play equipment;
- A 2,000-sf community building with a catering kitchen, restrooms and a meeting area;

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- A fenced pool and spa at least 30x65 in size;
- Open space for gathering and passive use with sod and drought tolerant landscape;
- Barbecue areas with tables and seating, shade umbrellas and trellises;
- Central mailbox locations on the north and west sides;
- Separate off-street parking;
- Drought tolerant landscape and concrete paths leading owners through the parcel to the various areas of activity;
- Park landscaping and irrigation equipment shall meet City Irrigation Standards, and be approved by the Department of Public Works prior to construction; and
- A tot lot with play equipment for ages five (5) twelve (12). All tot lot play
 equipment shall be Miracle Play Equipment.

NOW THEREFORE BE IT RESOLVED that the Planning Commission of the City of Antioch does hereby APPROVE the revisions to the design of Parcel "C" Park for the Cielo at Sand Creek Project, Phases1, 2, and 3, Vineyards at Sand Creek Subdivisions 9484, 9483, and 9482.

I HEREBY CERTIFY the foregoing resolution was duly adopted by the Planning Commission of the City of Antioch at a regular meeting thereof held on the 6th day of May 2020.

AYES: NOES: ABSTAIN: ABSENT:

> Forrest Ebbs Secretary to the Planning Commission

ATTACHMENT "C"

PLANNING COMMISSION RESOLUTION NO. 2018-27

RESOLUTION OF THE CITY OF ANTIOCH PLANNING COMMISSION APPROVING THE DESIGN REVIEW OF VILLAGES 1-3 OF THE VINEYARDS AT SAND CREEK PROJECT

WHEREAS, the City received an application from Century Communities for Design review approval of Villages 1-3, a fitness center, and masonry walls and wood fencing for the Vineyards at Sand Creek Project. The project is located in the southeastern portion of the City of Antioch in eastern Contra Costa County, California. (APNs 057-030-003 and 057-050-007); and,

WHEREAS, an Environmental Impact Report for the Vineyards at Sand Creek Project and Mitigation Monitoring and Reporting Program (MMRP) was prepared in accordance with the California Environmental Quality Act (CEQA) Guidelines Section 15162, and was certified, with Findings of Fact, by the City Council on February 9, 2016; and,

WHEREAS, the City Council adopted a General Plan Amendment for the project site from Business Park, Public/Quasi-Public, and Open Space/Senior Housing designations to Medium Low Density Residential and Open Space as well as amendment to the text of the Sand Creek Focus Area of the General Plan (GP-14-01) on February 9, 2016; and,

WHEREAS, the City Council adopted the Vesting Tentative Map/Final Development Plan consisting of 641 units (Subdivision 9390) and Resource Management Plan on February 9, 2016; and,

WHEREAS, the City Council adopted a Rezone of the project site to Planned Development District, approving a Master Development Plan, Final Development Plan, and Planned Development and Design Standards (PD-14-03) on February 23, 2016; and,

WHEREAS, the City Council adopted a Development Agreement between the City of Antioch and GBN Partners, LLC on February 23, 2016; and,

WHEREAS, the adopted Development Agreement between the City of Antioch and GBN Partners, LLC was recorded by the Contra Costa County Recorder's Office on December 13, 2016; and,

WHEREAS, on May 24, 2018, the Zoning Administrator approved a Use Permit for Phase I through Phase III of the Vineyards at Sand Creek Project, consisting of 337 total single-family residential units (96 Market-Rate Single-Family homes for families and 241 Active Adult Single-Family homes for seniors) located in the southeastern portion of

RESOLUTION NO. 2018-27 October 3, 2018 Page 2

the City of Antioch in eastern Contra Costa County, California. (APNs 057-030-003 and 057-050-007); and,

WHEREAS, the Planning Commission on October 3, 2018, duly held a hearing, received and considered evidence, both oral and documentary.

NOW THEREFORE BE IT RESOLVED that the Planning Commission of the City of Antioch does hereby **APPROVE** the Design Review of Villages 1-3 of the Vineyards at Sand Creek Project, consisting of 337 total units, fitness center, and masonry walls and wood fencing on APNs 057-030-003 and 057-050-007 subject to the following conditions:

A. GENERAL CONDITIONS

- 1. The applicant shall defend, indemnify, and hold harmless the City in any action brought by a third party to challenge the land use entitlement. In addition, if there is any referendum or other election action to contest or overturn these approvals, the applicant shall either withdraw the application or pay all City costs for such an election.
- 2. The project shall be implemented as indicated on the application form and accompanying materials provided to the City and in compliance with the Antioch Municipal Code, or as amended by the Planning Commission.
- 3. No building permit will be issued unless the plan conforms to the plans as approved by the Planning Commission and the standards of the City.
- 4. This approval expires two years from the date of approval (expires October 3, 2020), unless a building permit has been issued and construction has diligently commenced thereon and has not expired, or an extension has been approved by the Zoning Administrator. Requests for extensions must be received in writing with the appropriate fees prior to the expiration of this approval. No more than one one-year extension shall be granted.
- 5. No permits or approvals, whether discretionary or mandatory, shall be considered if the applicant is not current on fees, reimbursement payments, and any other payments that are due.
- 6. No signs shall be installed on this site without prior City approval.

RESOLUTION NO. 2018-27 October 3, 2018 Page 3

B. PROJECT SPECIFIC CONDITIONS

- 1. This development shall comply with all the obligations and requirements included in the adopted Development Agreement between the City of Antioch and GBN Partners, LLC, which was recorded by the Contra Costa County Recorder's Office on December 13, 2016.
- 2. This development shall comply with all previous project conditions of approval and mitigation measures adopted for the Vineyards at Sand Creek Project, including those found in the following adopted City Council resolutions:
 - Resolution certifying the Environmental Impact Report for the Vineyards at Sand Creek Project, adopting findings of fact and a mitigation monitoring and reporting program (Resolution 2016-11);
 - Resolution approving a General Plan Amendment to designate the project site Medium Low Density Residential and Open Space and amending the Sand Creek Focus Area text (Resolution 2016-12); and
 - Resolution approving a Vesting Tentative Map/Final Development Plan, and Resource Management Plan for the Vineyards at Sand Creek Project (Resolution 2016-13).
- This design review approval applies to the development of Village 1 (96 units), Village 2 (121 units), Village 3 (120 units), the fitness center in the Parcel A Park and the masonry walls and good neighbor wood fencing for the Vineyards at Sand Creek Project and shall be consistent with the plans dated August 30, 2018.
- 4. Prior to the issuance of any building permits, the applicant and City shall establish a process for submitting plotting plans that indicates which plan, including elevation, will be located on each lot. The plotting plan shall indicate compliance with the adopted design guidelines, including, but not limited to, the following:
 - a. The same floor plan or exterior colors for dwelling units shall not be placed side by side.
 - b. Homes directly across the street from one another should not have the same floor plan, unless they have different elevations. The design guidelines also anticipated that an active adult project would be all single story.
 - c. 25 percent of the corner lots in Village 1 have the single-story profile Plan 1.
 - d. Villages 2 and 3 shall have single story homes on all corner lots.
- 5. Prior to the issuance of any building permits all floor plans shall include options for how the future homeowner can include an additional 150 cubic feet of useable storage space on the property, including a combination of square footage or wall-

RESOLUTION NO. 2018-27 October 3, 2018 Page 4

mounted cabinetry and shelving in the garage, or closets not dedicated to other uses in the home.

6. Prior to the issuance of the building permit for the Fitness Center or the 50th building permit for a lot within Village 2, the Parcel A Park design shall be approved by the Parks and Recreation Commission.

I HEREBY CERTIFY that the foregoing resolution was passed and adopted by the Planning Commission of the City of Antioch at a regular meeting thereof held on the 3rd day of October, 2018.

AYES:

Zacharatos, Motts, Martin, Turnage, Schneiderman and Parsons

NOES: ABSTAIN: None None

ABSENT:

None

FØRKEST EBBS,

Secretary to the Planning Commission

ATTACHMENT "D"

PLANNING COMMISSION RESOLUTION NO. 2019-06

RESOLUTION OF THE CITY OF ANTIOCH PLANNING COMMISSION APPROVING THE DESIGN REVIEW OF AN AMENITY BUIDING AND LANDSCAPING FOR PHASES I-III OF THE VINEYARDS AT SAND CREEK PROJECT

WHEREAS, the City received an application from Century Communities for Design review approval of an amenity building, landscaping for Phases I-III, and streetscape landscaping for Heidorn Ranch Road and Hillcrest Avenue for the Vineyards at Sand Creek Project. The project is located in the southeastern portion of the City of Antioch in eastern Contra Costa County, California (APNs 057-030-003 and 057-050-007); and,

WHEREAS, an Environmental Impact Report for the Vineyards at Sand Creek Project and Mitigation Monitoring and Reporting Program (MMRP) was prepared in accordance with the California Environmental Quality_Act (CEQA) Guidelines Section 15162, and was certified, with Findings of Fact, by the City Council on February 9, 2016; and.

WHEREAS, the City Council adopted a General Plan Amendment for the project site from Business Park, Public/Quasi-Public, and Open Space/Senior Housing designations to Medium Low Density Residential and Open Space as well as amendment to the text of the Sand Creek Focus Area of the General Plan (GP-14-01) on February 9, 2016; and,

WHEREAS, the City Council adopted the Vesting Tentative Map/Final Development Plan consisting of 641 units (Subdivision 9390) and Resource Management Plan on February 9, 2016; and,

WHEREAS, the City Council adopted a Rezone of the project site to Planned Development District, approving a Master Development Plan, Final Development Plan, and Planned Development and Design Standards (PD-14-03) on February 23, 2016; and,

WHEREAS, the City Council adopted a Development Agreement between the City of Antioch and GBN Partners, LLC on February 23, 2016; and,

WHEREAS, the adopted Development Agreement between the City of Antioch and GBN Partners, LLC was recorded by the Contra Costa County Recorder's Office on December 13, 2016; and,

WHEREAS, on May 24, 2018, the Zoning Administrator approved a Use Permit for Phase I through Phase III of the Vineyards at Sand Creek Project, consisting of 337 total single-family residential units (96 Market-Rate Single-Family homes for families and 241 Active Adult Single-Family homes for seniors) located in the southeastern portion of the

RESOLUTION NO. 2019-06 February 20, 2019 Page 2

City of Antioch in eastern Contra Costa County, California. (APNs 057-030-003 and 057-050-007); and,

WHEREAS, on October 3, 2018, the Planning Commission approved the design review for Phase I through Phase III of the Vineyards at Sand Creek Project, located in the southeastern portion of the City of Antioch in eastern Contra Costa County, California. (APNs 057-030-003 and 057-050-007); and,

WHEREAS, on October 18, 2018, the Parks and Recreation Commission approved the designs of Parcel "C" and Parcel "D" Parks for Phase I through Phase III of the Vineyards at Sand Creek Project, located in the southeastern portion of the City of Antioch in eastern Contra Costa County, California (APNs 057-030-003 and 057-050-007); and,

WHEREAS, the Planning Commission on February 20, 2019, duly held a hearing, received and considered evidence, both oral and documentary.

NOW THEREFORE BE IT RESOLVED that the Planning Commission of the City of Antioch does hereby **APPROVE** the Design Review of the amenity building, streetscape landscaping for Heidorn Ranch Road and Hillcrest Avenue, and landscaping for Phases I-III of the Vineyards at Sand Creek Project, on APNs 057-030-003 and 057-050-007 subject to the following conditions:

A. GENERAL CONDITIONS

- 1. The applicant shall defend, indemnify, and hold harmless the City in any action brought by a third party to challenge the land use entitlement. In addition, if there is any referendum or other election action to contest or overturn these approvals, the applicant shall either withdraw the application or pay all City costs for such an election.
- 2. The project shall be implemented as indicated on the application form and accompanying materials provided to the City and in compliance with the Antioch Municipal Code, or as amended by the Planning Commission.
- 3. No building permit will be issued unless the plan conforms to the plans as approved by the Planning Commission and the standards of the City.
- 4. This approval expires two years from the date of approval (expires February 20, 2021), unless a building permit has been issued and construction has diligently commenced thereon and has not expired, or an extension has been approved by the Zoning Administrator. Requests for extensions must be received in writing with the appropriate fees prior to the expiration of this approval. No more than one one-vear extension shall be granted.

- 5. No permits or approvals, whether discretionary or mandatory, shall be considered if the applicant is not current on fees, reimbursement payments, and any other payments that are due.
- 6. No signs shall be installed on this site without prior City approval.

B. PROJECT SPECIFIC CONDITIONS

- This development shall comply with all the obligations and requirements included in the adopted Development Agreement between the City of Antioch and GBN Partners, LLC, which was recorded by the Contra Costa County Recorder's Office on December 13, 2016.
- 2. This development shall comply with all previous project conditions of approval and mitigation measures adopted for the Vineyards at Sand Creek Project, including those found in the following adopted City Council and Planning Commission resolutions:
 - City Council Resolution certifying the Environmental Impact Report for the Vineyards at Sand Creek Project, adopting findings of fact and a mitigation monitoring and reporting program (Resolution 2016-11);
 - City Council Resolution approving a General Plan Amendment to designate the project site Medium Low Density Residential and Open Space and amending the Sand Creek Focus Area text (Resolution 2016-12); and
 - City Council Resolution approving a Vesting Tentative Map/Final Development Plan, and Resource Management Plan for the Vineyards at Sand Creek Project (Resolution 2016-13).
 - Planning Commission Resolution approving Design Review of Villages I-III for the Vineyards at Sand Creek Project (Resolution 2018-27).
- 3. This design review approval applies to the development of the Amenity Buildings for the Vineyards at Sand Creek Project and shall be consistent with the plans dated December 12, 2018.
- 4. This design review approval applies to the development of the landscaping for Phases I-III for the Vineyards at Sand Creek Project and shall be consistent with the plans dated July 2018.

RESOLUTION NO. 2019-06 February 20, 2019 Page 4

- 5. This design review approval applies to the development of the streetscape landscaping for Heidorn Ranch Road (plans dated May 2, 2018), Hillcrest Avenue (plans dated June 29, 2018), and the Heidorn Ranch Road entry and Hillcrest Avenue entry (plans dated November 2018) for the Vineyards at Sand Creek Project.
- 6. A portion of the residential street trees shall be at a minimum 48-inch box size, consistent with the City of Antioch's Residential Design Guidelines, subject to review and approval by the Community Development Director.
- 7. The streetscape landscaping shall include a minimum of two street tree species for each street block, consistent with the City of Antioch's Streetscape Design Guidelines, subject to review and approval by the Community Development Director.

I HEREBY CERTIFY that the foregoing resolution was passed and adopted by the Planning Commission of the City of Antioch at a regular meeting thereof held on the 20th day of February, 2019.

AYES:

Schneiderman, Motts, Turnage, Martin, Soliz, Zacharatos, Parsons

NOES:

None

ABSTAIN: ABSENT:

None None

ORREST EBBS,

Secretary to the Planning Commission

ATTACHMENT "E"

SHEET INDEX

c	STREET SCENE	
in	FI FVATION A	PANISH
4	FI FVATION B	CALIFORN

, CALIFORNIA RANCH | COTTAGE

| SPANISH | CALIFORNIA RANCH | FARMHOUSE

4. ELEVATION B
5. ELEVATION C
6. ROOF PLAN 1
7. FLOOR PLAN 1
7. FLOOR PLAN 2
8. ELEVATION B
10. ELEVATION B
11. ROOF PLAN 3
13. ELEVATION A
14. ELEVATION A
14. ELEVATION B
15. ELEVATION B
16. ELEVATION B
17. FLOOR PLAN 3
17. FLOOR PLAN 4
20. ELEVATION B
20. ELEVATION D
31. ROOF PLAN 6
32. ENHANCED LOT EXHIBIT

| SPANISH | CALIFORNIA RANCH | COTTAGE

| SPANISH | CALIFORNIA RANCH | FARMHOUSE

| SPANISH | CALIFORNIA RANCH | COTTAGE

| SPANISH | CALIFORNIA RANCH | FARMHOUSE

CIELO 40' | 50' X 80' LOTS ANTIOCH, CALIFORNIA





woodley architectural group,inc.

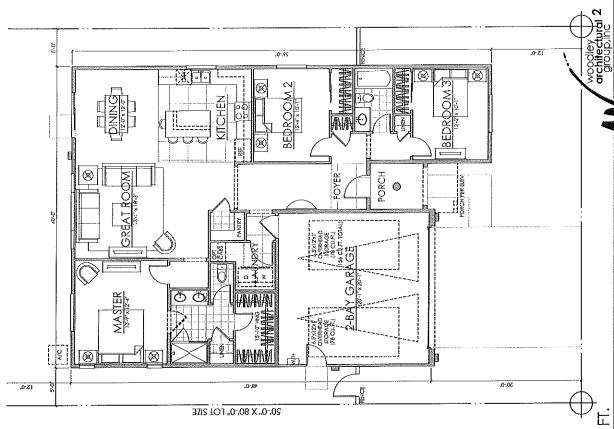


CONCEPTUAL STREET SCENE

CIELO 40' | CENTURY COMMUNITIES

Colorado // 731 southpear et. Julie B Illieton. co 80120 // 303 4863/231 Callomia // 2043 pulmora si. sulte A sonta ono, co 92705 / 949 5538919

CENTURY COMMUNITIES



FIRST FLOOR TOTAL LIVING

SEE ELEVATIONS

51,4%

60% SINGLE STORY 54% TWO STORY

COVERAGE (BASED ON MINIMUM LOT SIZES)

PER ELEVATION

BULDING HEIGHT (2 STORY)

PARKING

GARAGE SETBACK COVERED PATIO

2 SPACES IN GARAGE +1 ON-STREET SPACE VARIED STYLES REGID

15' [w/o 5W], 20' [w/ 5W] 20'-0" 10" MIN. / 12"-0" AVG.

G MIN,

2.0

COMPLES

MINIMUM CONDITION AS DESIGNED
4,000 SF
4,000 SF

LOT SIZE (LOT TYPE B) 50X80

*LOCATIONS MAY VARY PER ELEVATION

50x80 AA 1 PLAN 1 1 DESIGN GUIDELINES COMPLIANCE

16'-6½' 12'-0' SEE SITE

10' MIN. 12' MIN. 10' MIN.

PORCH/COURTYARDS

CORNER/STREET SIDE SETBACKS REAR SETBACKS

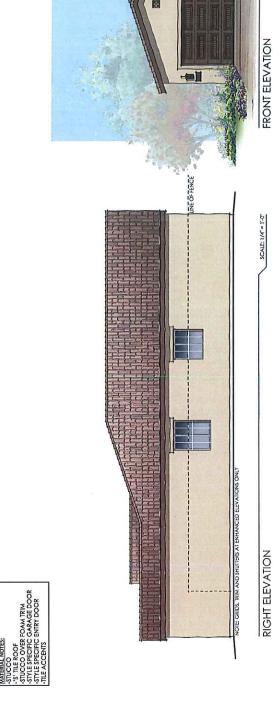
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1556 SQ. FT. **1556 SQ. FT.**

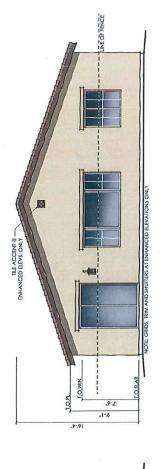
CENTURY COMMUNITIES
ANTIOCH, CALIFORNIA PLAN ONE | 1556 SQ. FI CIELO 40'

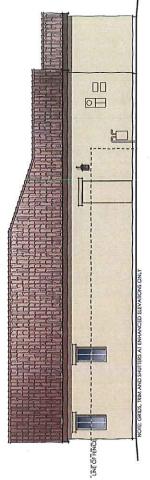
colorado // 731 southpar cd. sulle B Illiteton, co 80120 / 303 683/7231 california // 2943 pullman st. sulle A sonta ana, co 92/05 / 949 553,8919

CENTURY **E**01.29.2020









REAR ELEVATION

SCALE: 1/4" = 1'-0"

CIELO 40' | CENTURY COMMUNITIES
ANTIOCH, CALIFORNIA

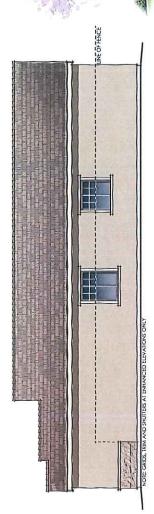
OUR STATEMENT OF STATEMENT OF



CENTURY COMMUNITIES 01.29.2020

LEFT ELEVATION

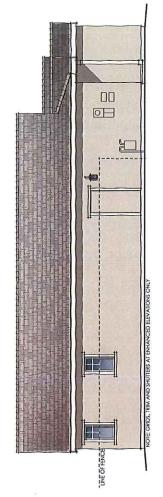
FLATTILE ROOF
STUCCO OVER POAM TRIM
STYLE SPECIFIC GARAGE DOOR
STYLE SPECIFIC GARAGE DOOR
STYLE SPECIFIC GARAGE
CULTURED STONE VENIER

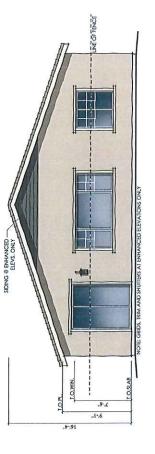


SCALE: 1/4" = 1'-0"

RIGHT ELEVATION







LEFT ELEVATION

REAR ELEVATION

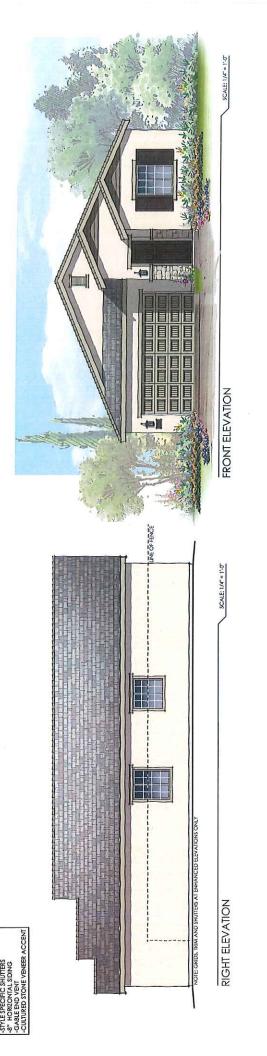
PLAN ONE | ELEVATION B | CALIFORNIA RANCH

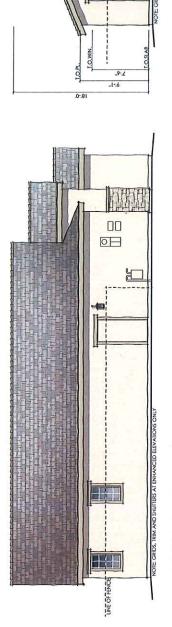
CIELO 40' | CENTURY COMMUNITIES

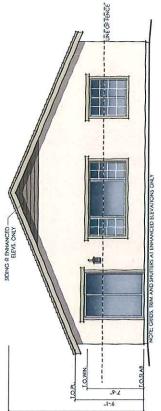
ANTIOCH, CALIFORNIA



CENTURY COMMUNITIES **4**01.29.2020







LEFT ELEVATION

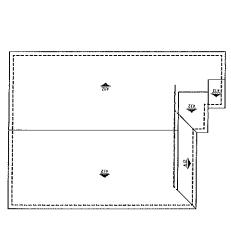
REAR ELEVATION

SCALE: 1/4"= 1'-0"

CIELO 40' | CENTURY COMMUNITIES
ANTIOCH, CALIFORNIA
ANTIOCH
ANTIOC

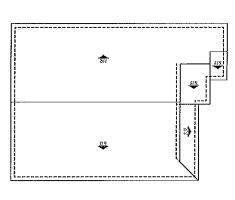






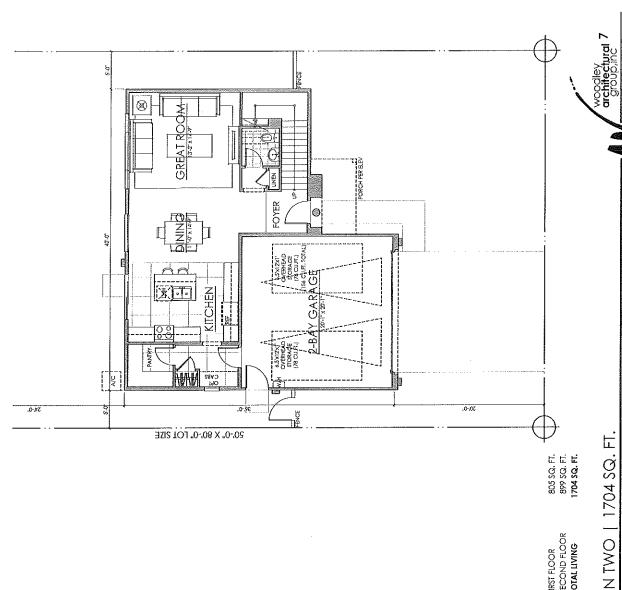
ROOF PLAN 'B'

ROOF PLAN 'A'



ROOF PLAN 'C'

CIELO 40' | CENTURY COMMUNITIES
ANTIOCH, CALIFORNIA
ANTIOCH, CALIFORNIA



BEDROOM 3

BEDROOM

8

(8)

0: N

IMMENT

(8)

18

MASTER 330 x 83

WANDRY WASH

COOLONNIA COOLON

FIRST FLOOR SECOND FLOOR TOTAL LIVING

SEE ELEVATIONS

32.3%

60% SINGLE STORY 54% TWO STORY

COVERAGE (BASED ON MINIMUM LOT SIZES)

ARCHITECTURAL STYLES

PARKING

2 GARAGE SPACES

2 SPACES IN GARAGE +1 ON-STREET SPACE VARIED STYLES REG'D

3' MEN. 18' [W/o SW], 20' [W/ SW] 2 85-0"

GARAGE SETBACK BUILDING HEIGHT (2 STORY)

COVERED PATIO

10' MIN. / 12-0" AVG.

MINIMUM CONDITION AS DESIGNED

4,000 SF

LOT SIZE (LOT TYPE B) 50X80

PRODUCT CRITERIA

(3)

RECESSED FIXTURE
WALL MOUNTED FIXTURE
[COACH OF GOOSENECK]

LOCATIONS MAY VARY PER ELEVATION

FRONT TO BACK OF SIDEWALKS

SETBACKS

PORCH/COURTYARDS

50x80 AA | PLAN 2 | DESIGN GUIDELINES COMPLIANCE

BIIS BBS 25-2} 31-2}

12' MIN. 10' MIN. 5' MIN.

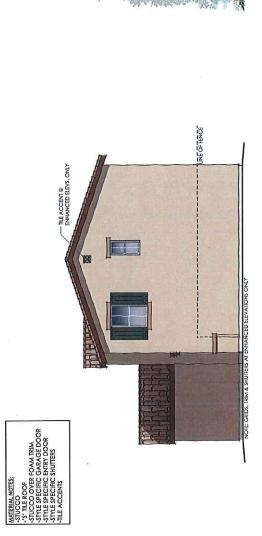
CORNER/STREET REAR SETBACKS SIDE SETBACKS

PLAN TWO | 1704 SQ. FT.

CIELO 40' | CENTURY COMMUNITIES
ANTIOCH, CALIFORNIA
ANTIOCH, CALIFORNIA

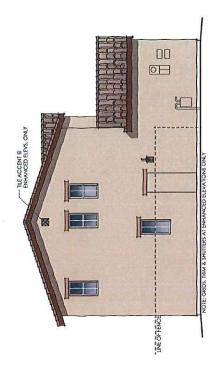
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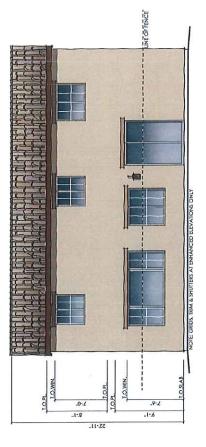
CENTURY COMMUNITIES **E8**1.29.2020



RIGHT ELEVATION







LEFT ELEVATION

PLAN TWO | ELEVATION A | SPANISH

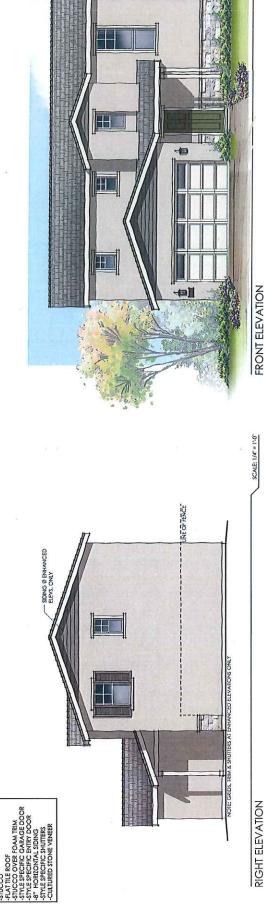
REAR ELEVATION

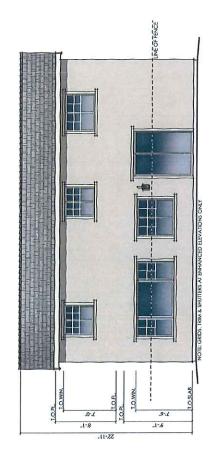
SCALE: 1/4" = 1'-0"

CIELO 40' | CENTURY COMMUNITIES ANTIOCH, CALIFORNIA

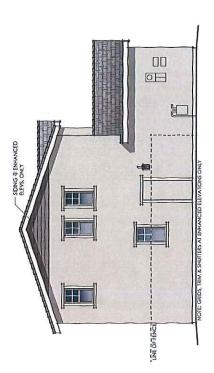


CENTURY COMMUNITIES 601.29.2020





SCALE: 1/4" = 1'.0"



REAR ELEVATION

PLAN TWO | ELEVATION B | CALIFORNIA RANCH

CIELO 40' | CENTURY COMMUNITIES

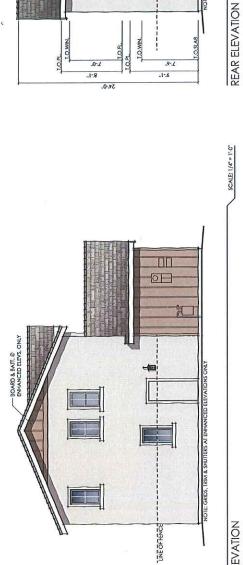
ANTIOCH, CALIFORNIA

ANTIOCH



LET ELEVATION 1.29.2020 CENTURY COMMUNITIES







LEFT ELEVATION

PLAN TWO | ELEVATION D | FARMHOUSE

CIELO 40' | CENTURY COMMUNITIES

ANTIOCH, CALIFORNIA

ANTIOCH, CALIFORNIA

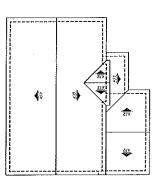
CONTRACTOR OF CON



CENTURY COMMUNITIES

01.29.2020





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ROOF PLAN 'B'

ROOF PLAN 'A'

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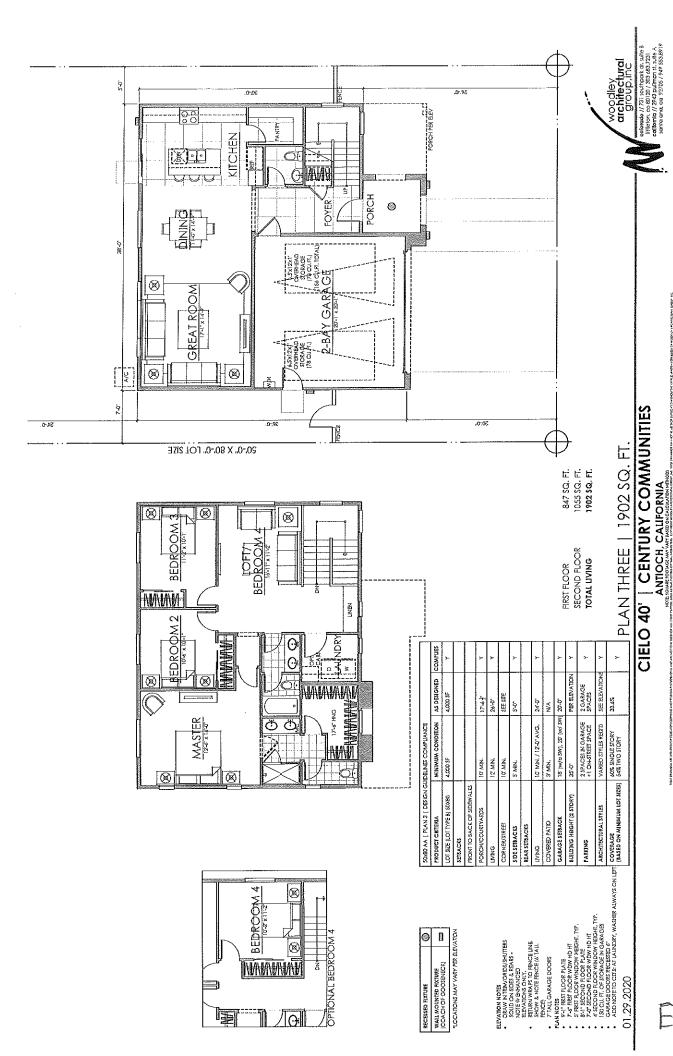
ROOF PLAN 'D'

PLAN TWO | ROOF PLANS

CIELO 40' | CENTURY COMMUNITIES

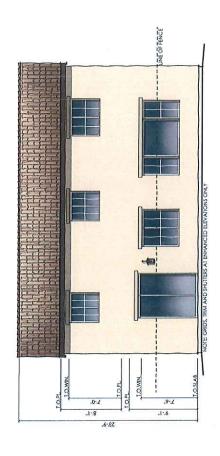
ANTIOCH, CALIFORNIA

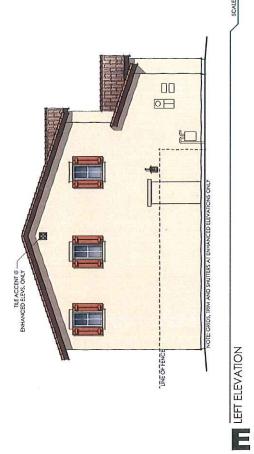
STREED REPORTED BY COLLINGUES



E13







SCALE: 1/4" = 1'-0"

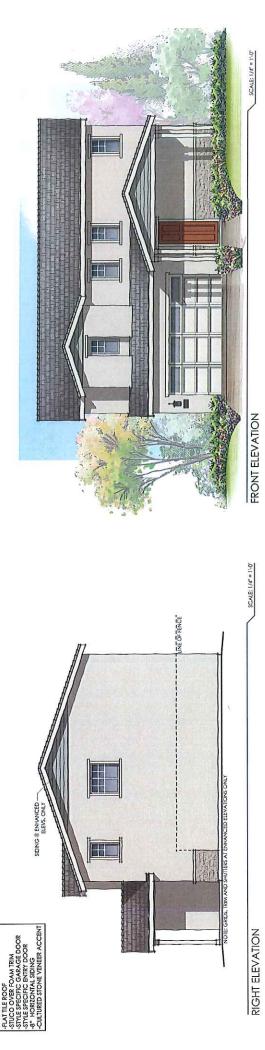
CIELO 40' | CENTURY COMMUNITIES

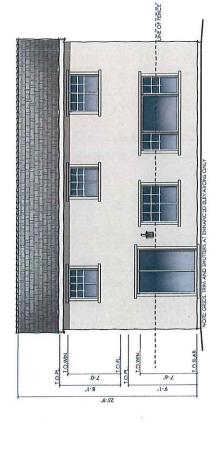
ANTIOCH, CALIFORNIA

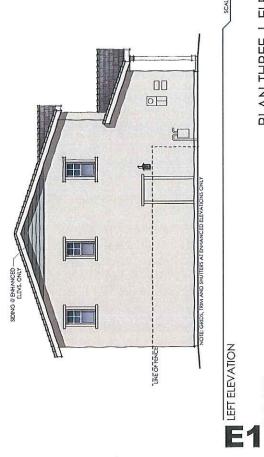
ANTIOCH, CALIFORNIA



CENTURY COMMUNITIES 01.29.2020







SCALE: 1/4" = 1'-0"

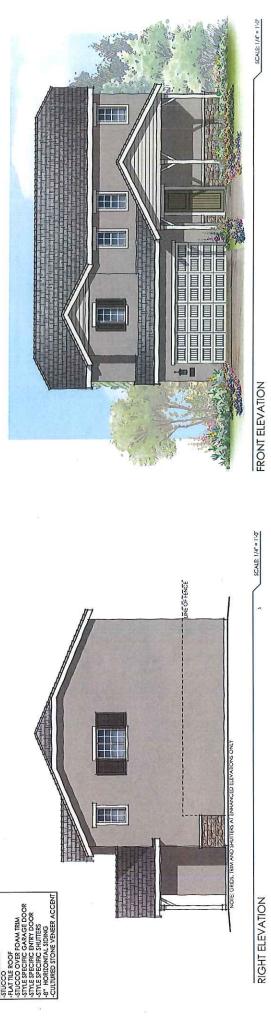
PLAN THREE | ELEVATION B | CALIFORNIA RANCH

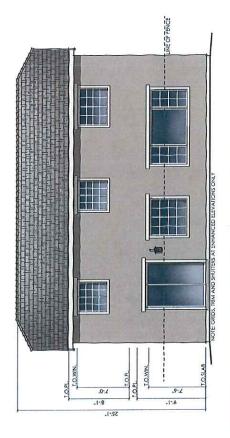
CIELO 40' | CENTURY COMMUNITIES
ANTIOCH, CALIFORNIA

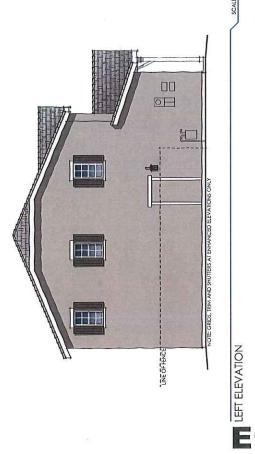


CENTURY COMMUNITIES

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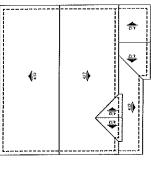
SCALE: 1/4" = 1'-0"

PLAN THREE | ELEVATION C | COTTAGE

CIELO 40' | CENTURY COMMUNITIES
ANTIOCH, CALIFORNIA
ANTIOCH, CALIFORNIA
DESCRIPTION OF COMMUNITIES OF COMMUNICATION OF C

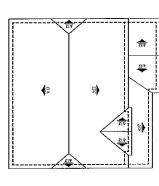


OD 1.29.2020



ROOF PLAN 'B'

ROOF PLAN 'A'



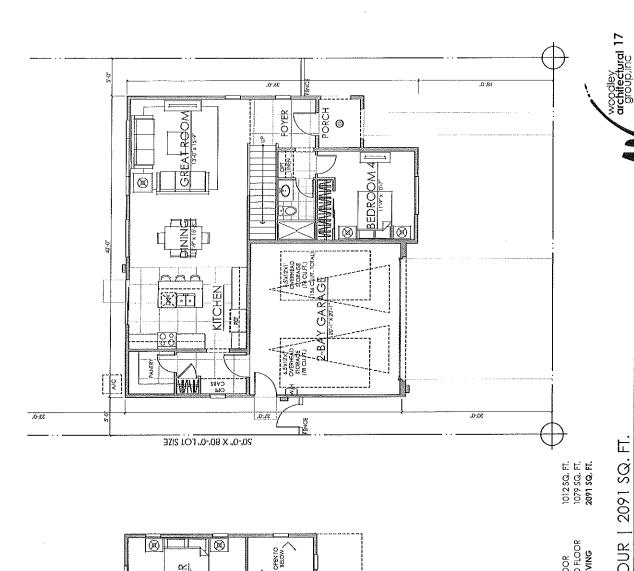
ROOF PLAN 'C'

SCALE: 1/8" = 1'-0"

PLAN THREE | ROOF PLANS

CIELO 40' | CENTURY COMMUNITIES

ANTIOCH, CALIFORNIA



0

LAUN DRAW

WWW.

8

BEDROOM 2

0

8

(8)

BEDROOM 5

(8)

OPTIONAL BEDROOM 5

8

BEDROOM 5

MASTER

BEDROOM 3

8

AHAHAHA

0



SEE STE 25.3 5.0 IZ MIN IG MIN, 10' MIN, S MIN. ARCHIECTURAL STYLES
COVERAGE
(BASED ON MINIMUM LOT SIZES) FRONT TO BACK OF SIDEWALKS LOT SIZE (LOT Y PPE B) 50X80 BUILDING HEIGHT (2 STORY PORCH/COURTYARDS GARAGE SETBACK COVERED PATIO CORNER/STREET REAR SETBACKS SIDE SETBACKS PARKING LIV:NG

COMPUES

AS DESIGNED

SOX80 A.A. | PLAN 4. | DESIGN GUIDELINES COMPLIANCE

9

WALL MOUNTED FIXTURE (COACH OF GOOSENECK)

RECESSED FIXTURE

LOCATIONS MAY VARY PER ELEVATION

CIELO 40' | CENTURY COMMUNITIES ANTIOCH, CALIFORNIA

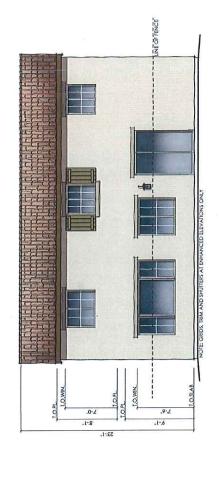
PORTE ROUTE FOR COMPANY AND THE BOOK OF THE PORTE OF THE PORTE OF THE PORT OF THE

colorado // 731 soutinpark dr. suita B Itileton. co 80120, 383 683,7231 califonia // 2943 pullman st. suite A santa cno. co 92705 / 949 553,8919

CENTURY COMMUNITIES

E18







PLAN FOUR | ELEVATION A | SPANISH

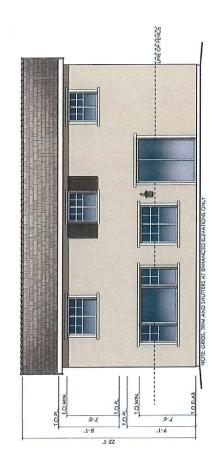
REAR ELEVATION

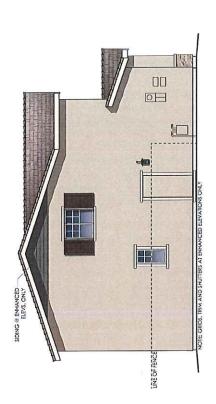
CIELO 40' | CENTURY COMMUNITIES
ANTIOCH, CALIFORNIA



CENTURY COMMUNITIES 601.29.2020







PLAN FOUR | ELEVATION B | CALIFORNIA RANCH

CIELO 40' | CENTURY COMMUNITIES

ANTIOCH, CALIFORNIA

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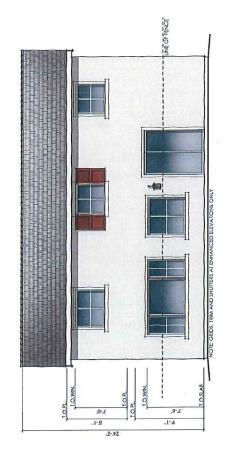
ANTIOCH

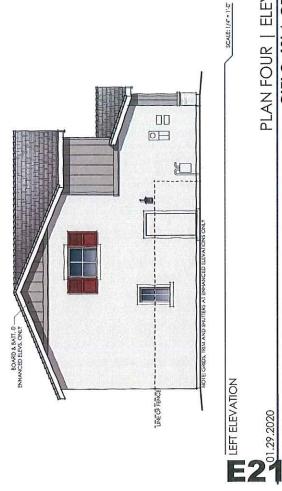
ANTICCH









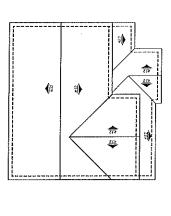


PLAN FOUR | ELEVATION D | FARMHOUSE REAR ELEVATION

CIELO 40' | CENTURY COMMUNITIES ANTIOCH, CALIFORNIA



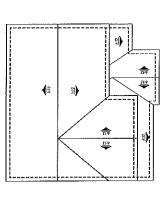
XXXIE: 1/4" = 1'-0"



€8

ROOF PLAN 'B'

ROOF PLAN 'A'



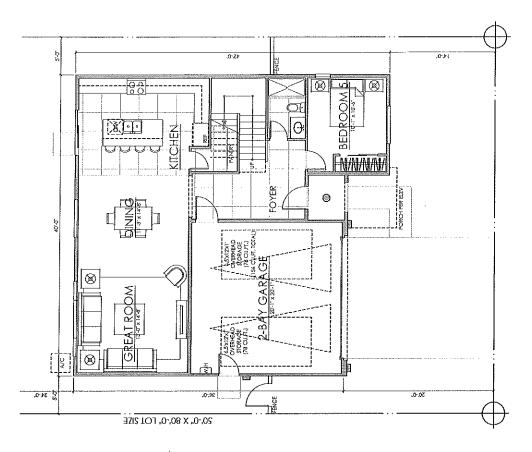
ROOF PLAN 'D'

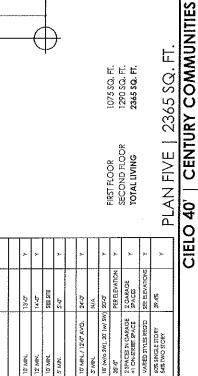
PLAN FOUR | ROOF PLANS

CIELO 40' | CENTURY COMMUNITIES

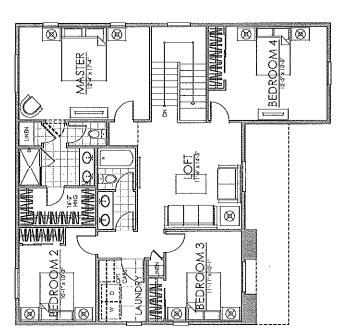
ANTIOCH, CALIFORNIA







woodley architectural 22 group,inc



0		
ISED FIXTURE	MOUNTED FIXTURE CH OF GOOSENECK)	the state of the s

MINIMUM CONDITION AS DESIGNED COMPLIES

SOMO AA | PLANS | DESIGN GUIDELINES COMPLIANCE

4,000 SF

LOT SIZE (LOT TYPE B) 50XBD 4,000 SF

PRODUCT CRITERIA

10' MIN,

PORCH/COURTYARDS

FRONT TO BACK OF SIDEWALKS

SETBACKS

(3)	0	ATION
RECESSED FIXTURE	WALL MOUNTED FIXTURE (COACH OF GOOSENECK)	"LOCATIONS MAY VARY PER ELEVATION

ANTIOCH, CALIFORNIA
SORE SOLIME ENGINEERINGS
SOLIME ACTION OF THE SOLIME SOLIME

60% SINGLE STORY 54% TWO STORY

COVERAGE (BASED ON MINIMUM LOT SIZES)

ARCHITECTURAL STYLES

PARKING

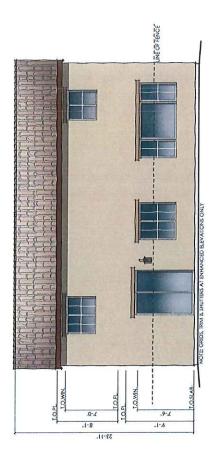
35.0

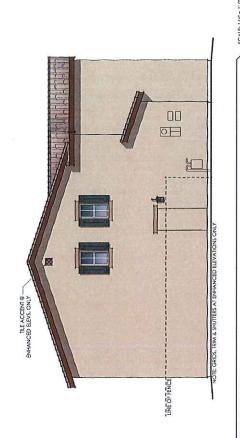
BUILDING HEIGHT (2 STORY)

COVERED PATIO GARAGE SETBACK

REAR SETBACKS SIDE SETBACKS









CIELO 40' | CENTION A | SPANISH
CIELO 40' | CENTURY COMMUNITIES
ANTIOCH, CALIFORNIA

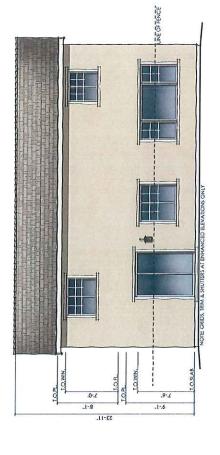


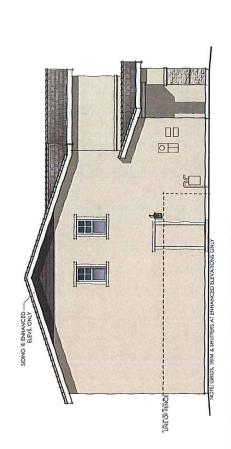
woodley architectural 23 group,inc

XXX.E: 1/4" = 1'.0"









SCALE: 1/4" = 1'-C"

PLAN FIVE | ELEVATION B | CALIFORNIA RANCH

CIELO 40' | CENTURY COMMUNITIES

ANTIOCH, CALIFORNIA

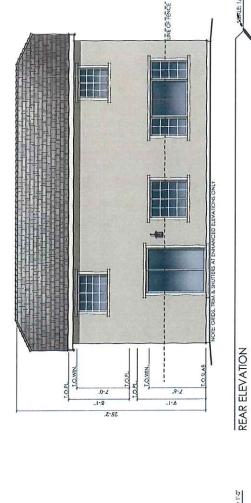
ANTIOCH, CALIFOR

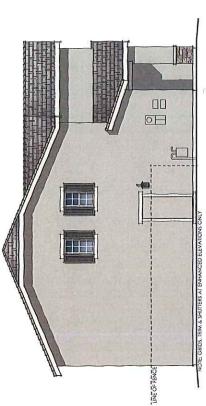


XXXIE: 1/4" = 1:0"

LET ELEVATION **5**01.29.2020 CENTURY COMMUNITIES









SCALE: 1/4" = 1'-0"

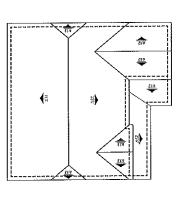
CIELO 40' | CENTURY COMMUNITIES
ANTIOCH, CALIFORNIA



LET ELEVATION 29.2020 CENTURY

ROOF PLAN 'B'

ROOF PLAN 'A'



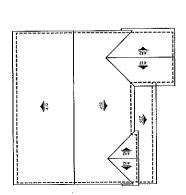
ROOF PLAN 'C'

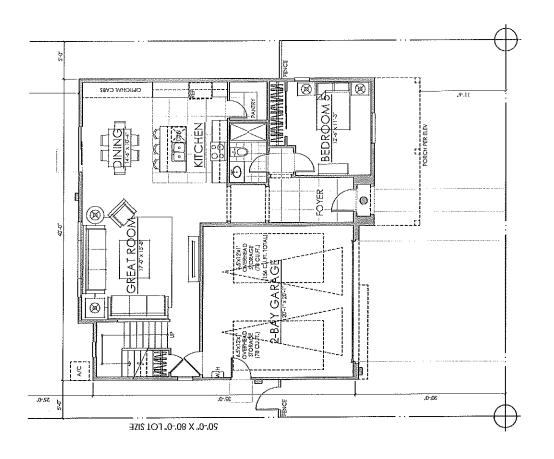
PLAN FIVE | ROOF PLANS

CIELO 40' CENTURY COMMUNITIES ANTIOCH, CALIFORNIA

ANTIOCH, CALIFORNIA

SOLICIONAL PROSPERIOR CONTRACTOR CONTR





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0 0 BEDROOM 4

BEDROOM 3

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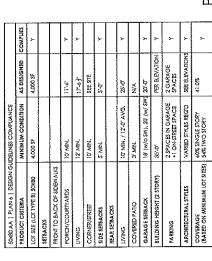
LAUNDRY

[NAVNIN]

BEDROOM 2

MASTER 16-17 x 15-07

(<u>8</u>)



WALL MOUNTED FIXTURE
(COACH OF GOOSBNECK)
TOCATIONS MAY VARY PER ELEVATION

0

RECESSED FIXTURE

SOXBO A.A. 1 PLAN 6.1 DESIGN GUIDELINES COMPLANCE	DELINES COMPLIANCE			
PRODUCT CRITERIA	MINIMUM CONDITION	AS DESIGNED	COMPLES	
LOT SIZE (LCT TYPE 8) 50X80	4,000 SF	4,000 SF	-	
SETBACKS				
FRONT TO BACK OF SIDEWALKS				
PORCH/COURTY ARDS	10' MIN.	.911	Y	
UNING	12' MEN.	17-64	χ.	
CORNER/STREET	10' MIN.	SEE SITE		
SIDE SETSACKS	S MIN.	5-0"	Y	
REAR SETBACKS			•	
PINING	10 MIN. / 12-6" AVG.	25-0"	,	
COVERED PATIO	3' MIN.	N/A		
GARAGE SEIBACK	18' [w/o SW], 20' (w/ SW]	20'-0"	Y	
BUILDING HEIGHT (2 STORY)	35:-0"	PER ELEVATION	.	PIRST PLOOR
PARKING	2 SPACES IN GARAGE +1 ON-STREET SPACE	2 GARAGE SPACES	٨	TOTAL LIVING
ARCHITECTURAL STYLES	VARIED STYLES REGYD	SEE ELEVATIONS	¥	
COVERAGE 60% SINGLE STORY (BASED ON MINIMUM LOT SIZES) 54% TWO STORY	60% SINGLE STORY 54% TWO STORY	41.0%	>	C XIV NV Id

AN SIX | 2452 SQ. FT. **CIELO 40**′

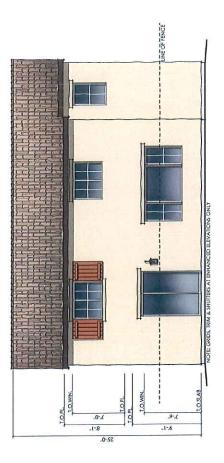
1084 SQ. FT. 1368 SQ. FT. **2452 SQ. FT.**

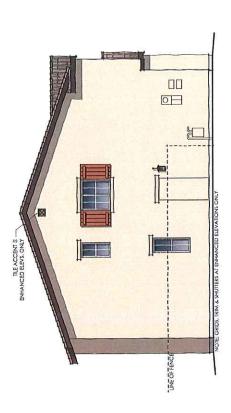
ANTIOCH, CALIFORNIA
NOTESCHAPE ESOCIACE MAYVAY BASED ON CALCULATION METHODS











PLAN SIX | ELEVATION A | SPANISH

REAR ELEVATION

SCALE: 1/4" = 1'-0"

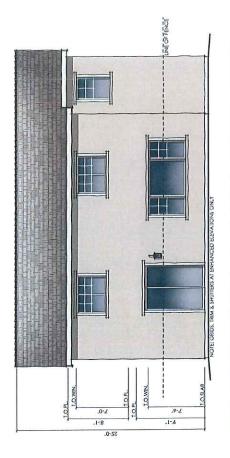
CIELO 40' | CENTURY COMMUNITIES
ANTIOCH, CALIFORNIA

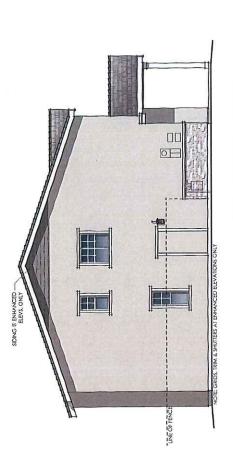


CENTURY COMMUNITIES

LET ELEVATION **5**01.29.2020









SCALE: 1/4" = 1'-0"

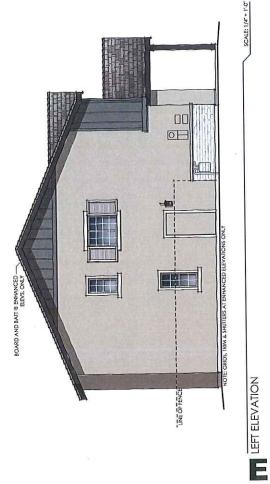
woodley architectural 29 group,inc

LET ELEVATION

201.29.2020 CENTURY COMMUNITIES



1.0.S.A.B. TO SECTION SOLET TO SECULION SOLET TO



PLAN SIX | ELEVATION D | FARMHOUSE

REAR ELEVATION

CIELO 40° | CENTURY COMMUNITIES
ANTIOCH, CALIFORNIA

ANTIOCH, CALIFORNIA

CONTROL COMMUNITIES

ANTIOCH, CALIFORNIA

ANTIOCH

A

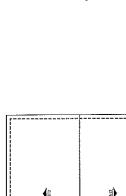


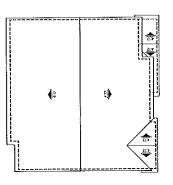
SORLE: 1/4" = 1:0"

O1.29.2020



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ROOF PLAN 'B'

ROOF PLAN 'A'

Î

ROOF PLAN 'D'

CIELO 40' | CENTURY COMMUNITIES
ANTIOCH, CALIFORNIA

STATISTICAL CALIFORNIA

ANTIOCH, CALIFORNIA

CONTRACTOR OF CO

CENTURY COMMUNITIES

E32

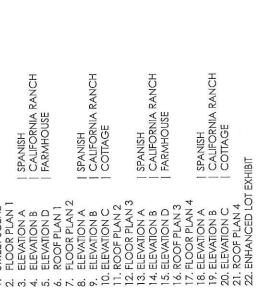


SHEET INDEX

STREET SCENE

CIELO 45' | 55' X 90' LOTS











PLAN 1D - FARMHOUSE

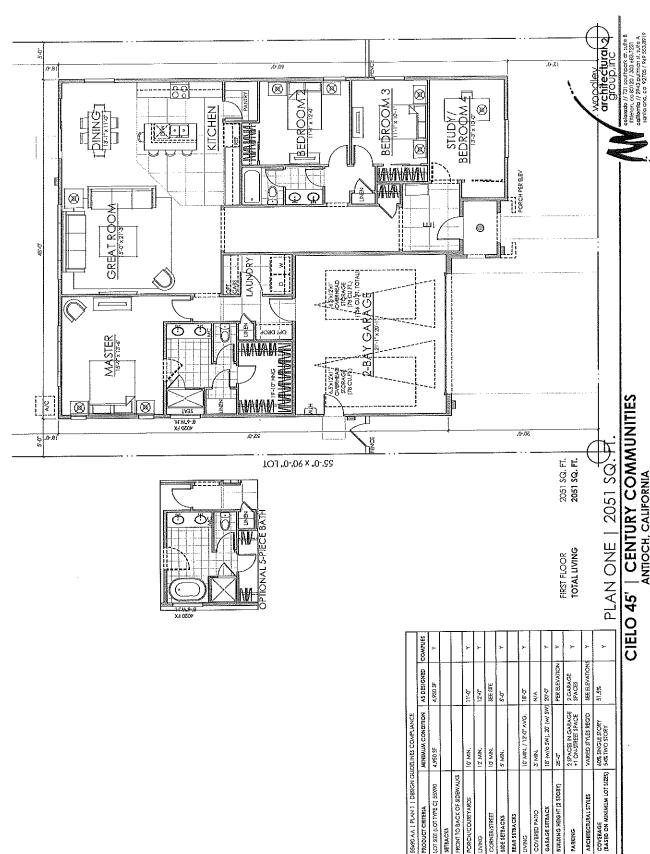
PLAN 3A - SPANISH

PLAN 4C - COTTAGE

PLAN 2B - CALIFORNIA RANCH

CONCEPTUAL STREET SCENE

CIELO 45' | CENTURY COMMUNITIES ANTIOCH, CALIFORNIA

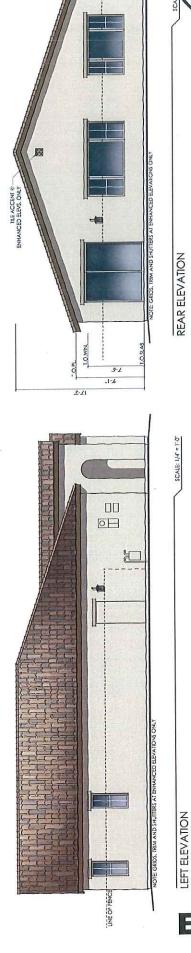


ARCHITECTURAL STYLES
COVERAGE
(BASED ON MINIMUM LOT SIZES) S FRONT TO BACK OF SIDEWALKS SIZE (LOT TYPE C) 55X90 BULDING HEIGHT (2 STORY) PORCH/COURTY ARDS GARAGE SETBACK COVERED PATIO CORNER/STREET REAR SETBACKS SIDE SETBACKS PARKING

WALL MOUNTED FIXTURE (COACH OF GOOSENECK)
**LOCATIONS MAY VARY PER ELEVATION

ANTIOCH, CALIFORNIA
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INE OF FENCE



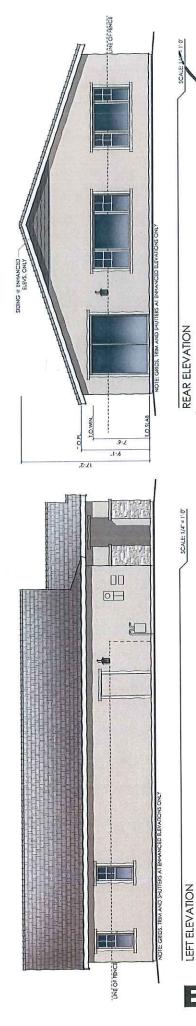
CIELO 45' | CENTURY COMMUNITIES ANTIOCH, CALIFORNIA

CENTURY COMMUNITIES

LEFT ELEVATION

E36







CIELO 45' | CENTURY COMMUNITIES ANTIOCH, CALIFORNIA ANTIOCH, CALIFORNIA

CENTURY COMMUNITIES

p1.29.2020

SCALE: 1/4" = 1"-0" FRONT ELEVATION INE OF FENCE SCALE: 1/4" = 1:0" RIGHT ELEVATION FINATURE ROOF

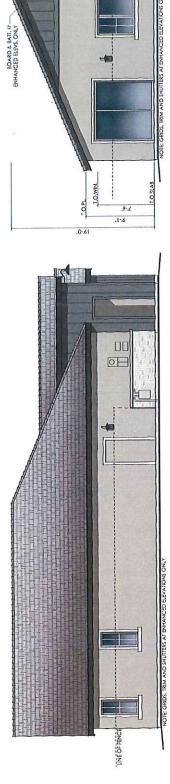
FINATURE SPORT

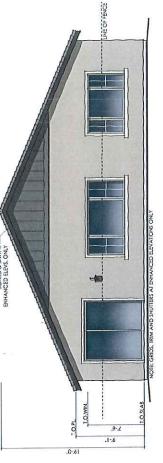
STYLE SPECIFIC GARAGE DOOR

STYLE SPECIFIC ENTRY DOOR

BOARD & BATT

BRICK YNER







REAR ELEVATION

PLAN ONE | ELEVATION D | FARMHOUSE

CIELO 45' | CENTURY COMMUNITIES

ANTIOCH, CALIFORNIA

ANTIOCH

ANTIOCH, CALIFORNIA

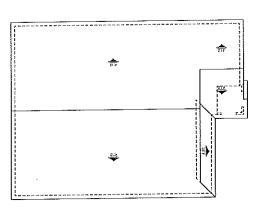
ANTIOCH

ANT



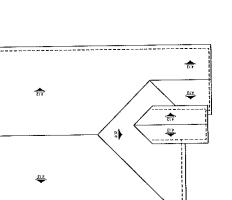






ROOF PLAN 'B'

ROOF PLAN 'A'



PLAN ONE | ROOF PLANS ROOF PLAN 'D'

CIELO 45' | CENTURY COMMUNITIES ANTIOCH, CALIFORNIA

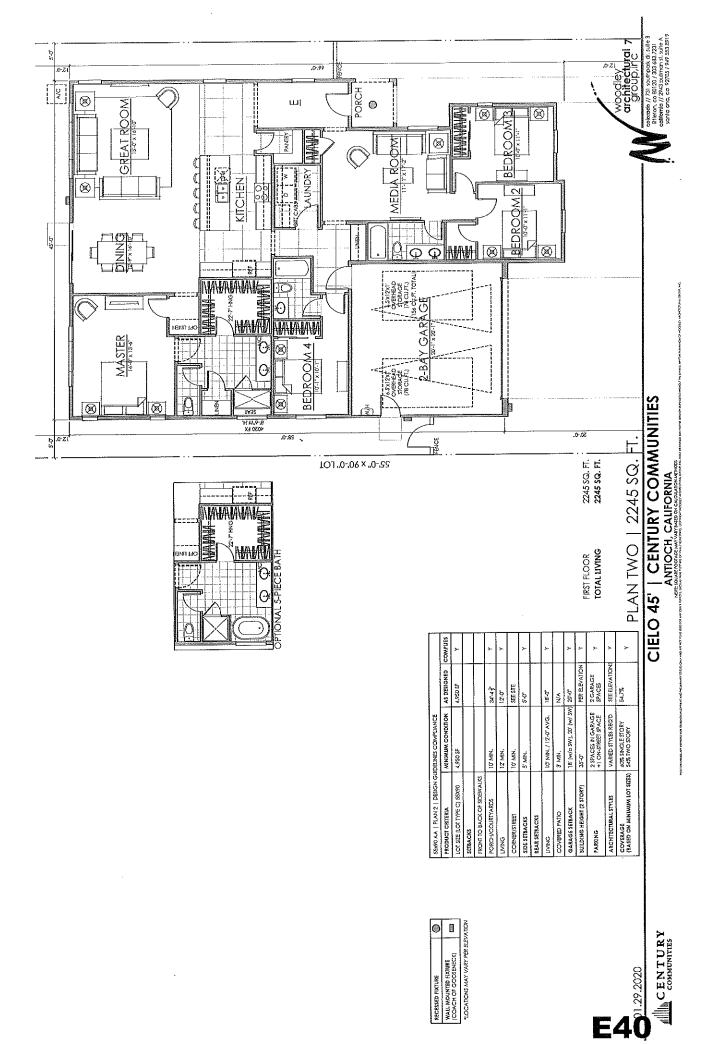
SOURCEMENT (PARTICULAR MANAGEMENT)

ANTIOCH, CALIFORNIA

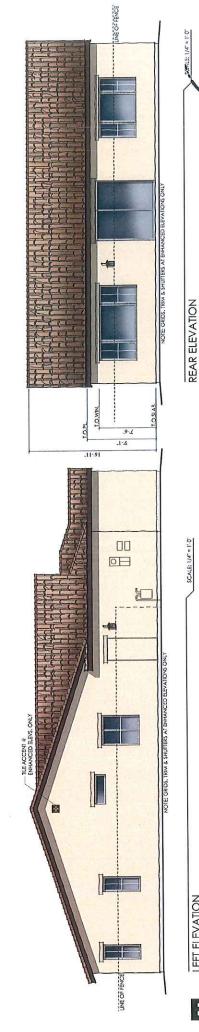
ANTI

CENTURY COMMUNITIES

E39









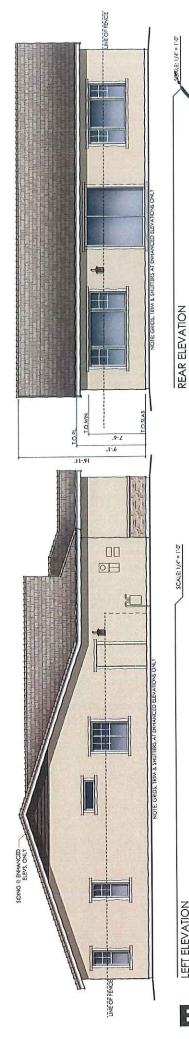
PLAN TWO | ELEVATION A | SPANISH

CIELO 45' | CENTURY COMMUNITIES ANTIOCH, CALIFORNIA









LEFT ELEVATION

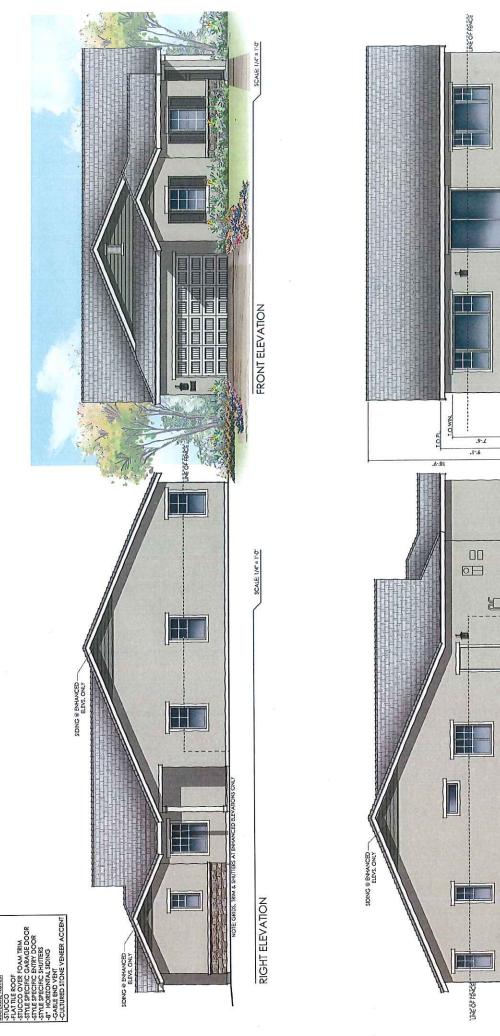
1.29.2020

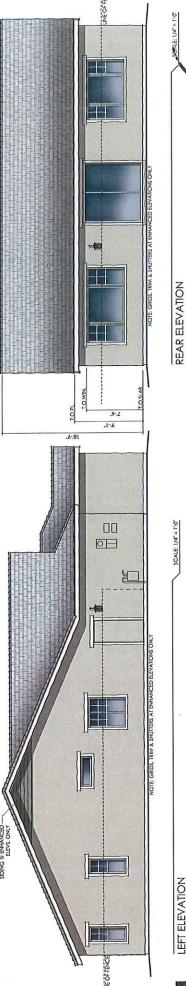
PLAN TWO | ELEVATION B | CALIFORNIA RANCH

CIELO 45' | CENTURY COMMUNITIES
ANTIOCH, CALIFORNIA
ANTIOCH, CALIFORNIA



CENTURY COMMUNITIES







PLAN TWO | ELEVATION C | COTTAGE

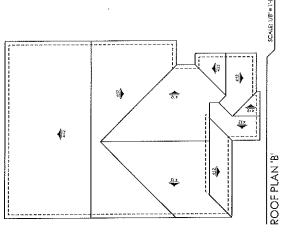
CIELO 45' | CENTURY COMMUNITIES ANTIOCH, CALIFORNIA

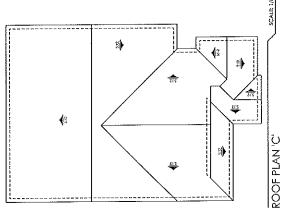


CENTURY COMMUNITIES

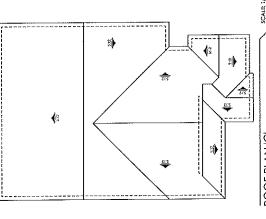
01.29.2020







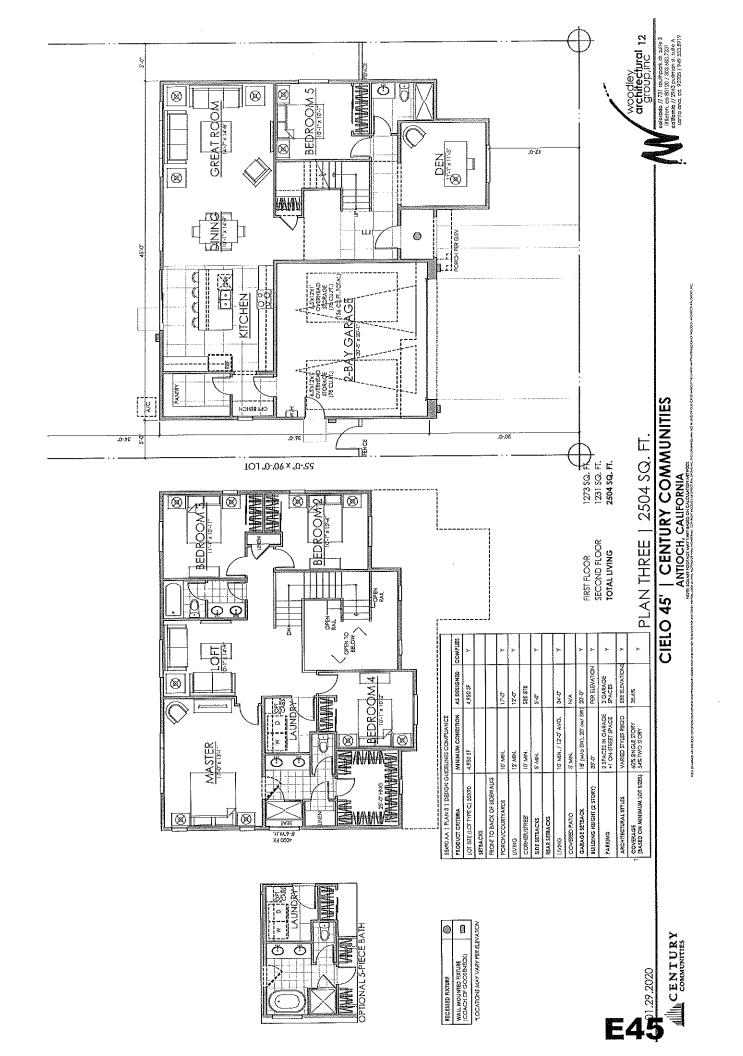
ROOF PLAN 'A'



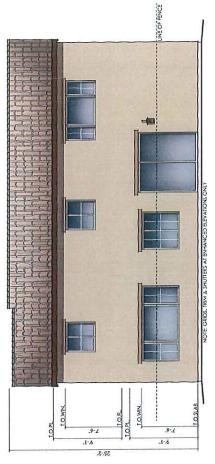
PLAN TWO | ROOF PLANS

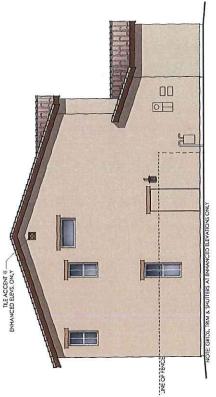
CIELO 45' | CENTURY COMMUNITIES ANTIOCH, CALIFORNIA

0202.92.10 **E44**









PLAN THREE | ELEVATION A | SPANISH

REAR ELEVATION

SCALE: 1/4" = 1:0"



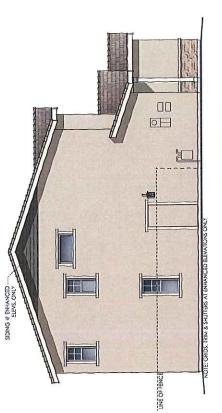
LEFT ELEVATION

E46

CIELO 45' | CENTURY COMMUNITIES
ANTIOCH, CALIFORNIA







PLAN THREE | ELEVATION B | CALIFORNIA RANCH

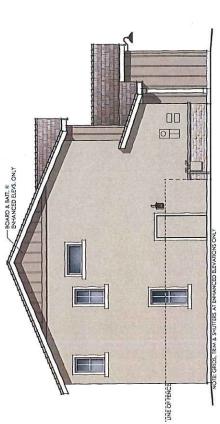
REAR ELEVATION

CIELO 45' | CENTURY COMMUNITIES
ANTIOCH, CALIFORNIA









REAR ELEVATION

SCALE: 1/4" = 1":0"

PLAN THREE | ELEVATION D | FARMHOUSE

CIELO 45' | CENTURY COMMUNITIES
ANTIOCH, CALIFORNIA

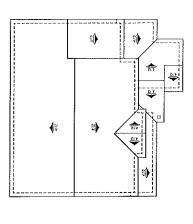


LINE OF FENCE

CENTURY COMMUNITIES E48

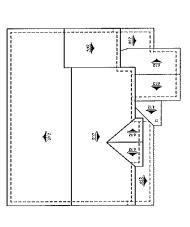
LEFT ELEVATION





ROOF PLAN 'B'

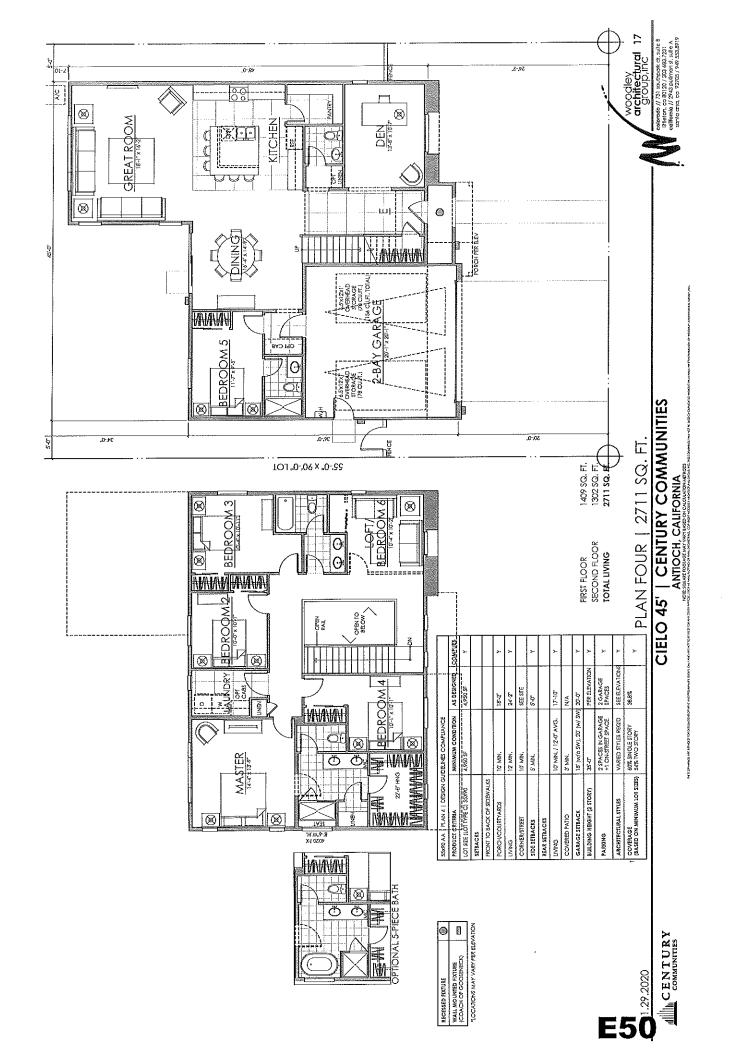
ROOF PLAN 'A'



ROOF PLAN 'D'

CIELO 45' | CENTURY COMMUNITIES
ANTIOCH, CALIFORNIA
STREET, CALIFORNIA

CENTURY COMMUNITIES









REAR ELEVATION

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CIELO 45' | CENTURY COMMUNITIES ANTIOCH, CALIFORNIA CONTROLLO CALIFORNIA CONTROLLO CALIFORNIA CONTROLLO CALIFORNIA CONTROLLO CALIFORNIA CALIFOR



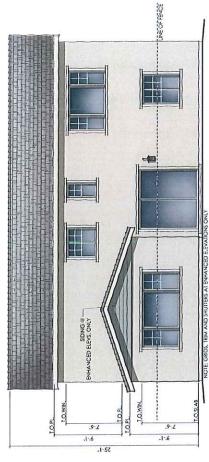
CENTURY COMMUNITIES

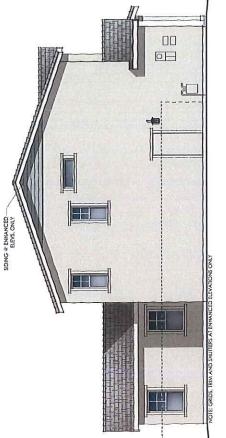
LEFT ELEVATION

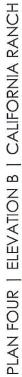
LINE OF FENCE

1 LEFT ELEVA **6** 01.29.2020









REAR ELEVATION

SCALE: 1/4" = 1'-0"

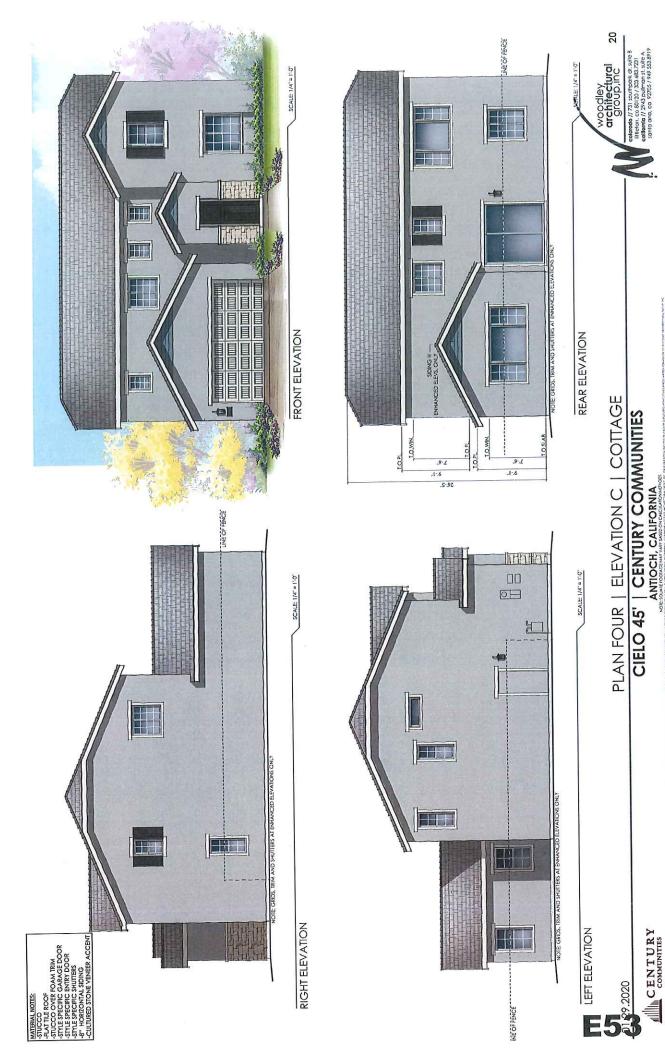
CIELO 45' | CENTURY COMMUNITIES ANTIOCH, CALIFORNIA



CENTURY COMMUNITIES

LEFT ELEVATION

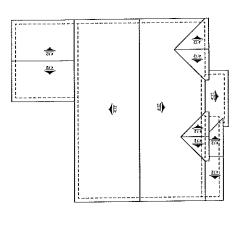
INE OF FENCE



CENTURY COMMUNITIES







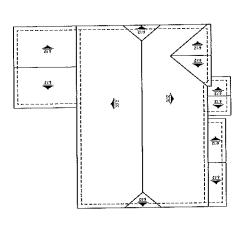
ROOF PLAN 'B'

SCALE: 1/8" = 1-0"

ROOF PLAN 'A'

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(iii



ROOF PLAN 'C'

PLAN FOUR | ROOF PLANS

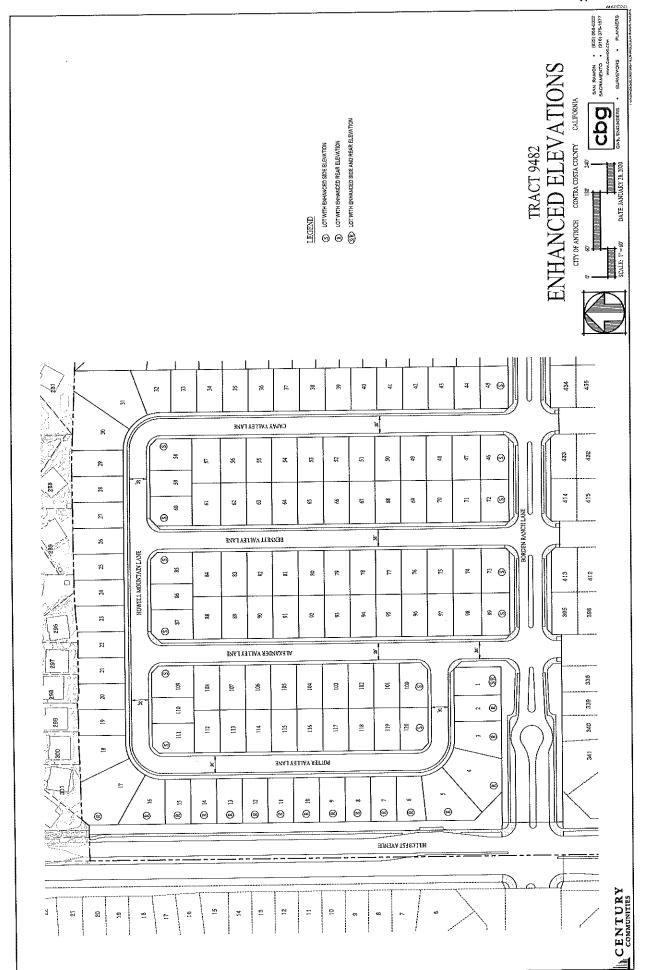
CIELO 45' | CENTURY COMMUNITIES

ANTIOCH, CALIFORNIA

ANTIOCH, CALIFORNIA

CENTURY COMMUNITIES

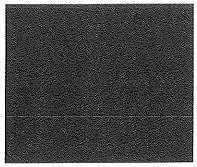




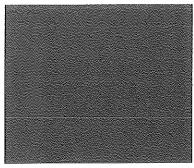
E55



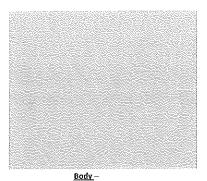
COLOR SCHEME 1 – CALIFORNIA RANCH ELEVATION B



Front Door – SW 6180 Oak Moss



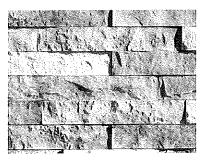
Siding and Shutters (Where present) -



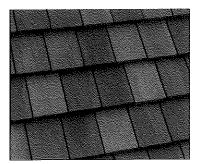
SW 7043 Worldly Gray



Fascla, Trlm, and Garage — SW 7007 Ceiling Bright White



Stone --WhiteCap LedgeCut33

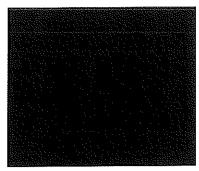


Roof – Slate Range 297 (Bel-Air)

EGEND .	SCHEME 1 - CALIFORNIA RANCH			
OOF	SLATE RANGE	297	BEL AIR	
ASCIA / TRIM	CEILING BRIGHT WHITE	SW 7007	FASCIA BOARD / TRIM	
IDING	GAUNTLET GRAY	SW 7019	BOARD AND BATTEN / SECONDARY DOORS	
ODY	WORDLY GRAY	SW 7043	STUCCO	
ARAGE	CEILING BRIGHT WHITE	SW 7007	GARAGE DOOR	
RONT DOOR	OAK MOSS	SW 6180	FRONT ENTRY DOOR	
HUTTERS (WHEN RESENT)	GAUNTLET GRAY	SW 7019	DECORATIVE SHUTTERS	
TONE	WHITECAP	LEDGECUT33	MASONRY ACCENT AREA	



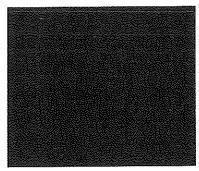
COLOR SCHEME 2 – CALIFORNIA RANCH ELEVATION B



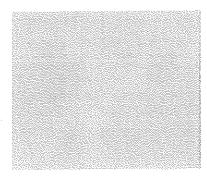
Front Door and Shutters (when present) — SW 6034 Arresting Auburn



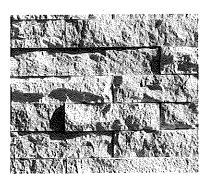
Fascia, Trim, and Garage – SW 7008 Alabaster



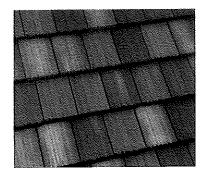
SIding – SW 7020 Black Fox



Body -SW 9101 Tres Natural



Stone --Ocean Floor LedgeCut33



<u>Roof</u> — Sierra Blend SHP 8707 (Ponderosa)

IEGEND	SCHEME 2 - CALIFORNIA RANCH				
ROOF	SIERRA BLEND	8707	PONDEROSA		
ASCIA / TRIM	ALABASTER	SW 7008	FASCIA BOARD / TRIM		
IDING	BLACK FOX	SW 7020	BOARD AND BATTEN		
BODY	TRES NATURAL	SW 9101	STUCCO / SECONDARY DOORS		
GARAGE	ALABASTER	SW 7008	GARAGE DOOR		
RONT DOOR & SHUTTERS WHEN PRESENT)	ARRESTING AUBURN	SW 6034	FRONT ENTRY DOOR / DECORATIVE SHUTTERS		
STONE	OCEAN FLOOR	LEDGECUT33	MASONRY ACCENT AREA		



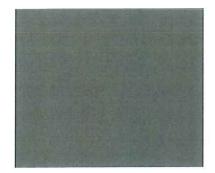
COLOR SCHEME 3 – CALIFORNIA RANCH ELEVATION B



Front Door and Shutters (Where present) – SW 9183 Dark Clove



Fascia, Trim, and Garage – SW 6385 Dover White



Siding – SW 6208 Pewter Green



Body – SW 9110 Malabar



<u>Stone</u> – Ocean Floor LedgeCut33

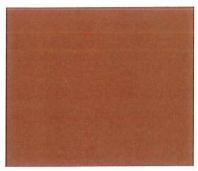


Roof – Cocoa Range 4743 (Bel Air)

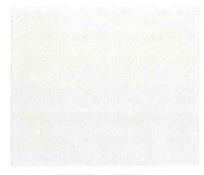
LEGEND SCHEME 3 - CALIFORNIA RANCH				
ROOF	COCOA RANGE	4743	BEL AIR	
ASCIA / TRIM	DOVER WHITE	SW 6385	FASCIA BOARD / TRIM	
SIDING	PEWTER GREEN	SW 6208	BOARD AND BATTEN	
BODY	MALABAR	SW 9110	STUCCO / SECONDARY DOORS	
GARAGE	DOVER WHITE	SW 6385	GARAGE DOOR	
RONT DOOR & SHUTTERS WHEN PRESENT)	DARK CLOVE	SW 9183	FRONT ENTRY DOOR / DECORATIVE SHUTTERS	
STONE	OCEAN FLOOR	LEDGECUT33	MASONRY ACCENT AREA	



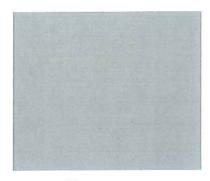
COLOR SCHEME 4 – CALIFORNIA RANCH ELEVATION B



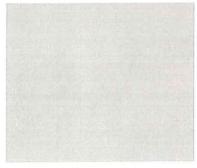
<u>Front Door</u> – SW 7598 Sierra Redwood



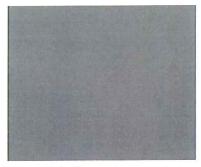
Fascia, Trim, and Garage – SW 7009 Pearly White



Siding – SW 7059 Unusual Gray



Body – SW 7632 Modern Grey



Shutters (When present) – SW 7060 Attitude Gray



Roof – Slate Range 297 (Bel-Air)

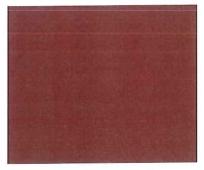


Stone -Birch LedgeCut33

LEGEND SCHEME 4 - CALIFORNIA RANCH			
ROOF	SLATE RANGE	297	BEL AIR
FASCIA / TRIM	PEARLY WHITE	SW 7009	FASCIA BOARD
SIDING	UNUSUAL GRAY	SW 7059	SIDING
BODY	MODERN GREY	SW 7632	STUCCO
SECONDARY DOORS	ATTITUDE GRAY	SW 7060	SECONDARY DOORS
GARAGE	PEARLY WHITE	SW 7009	GARAGE DOOR
FRONT DOOR	SIERRA REDWOOD	SW 7598	FRONT ENTRY DOOR
SHUTTERS (WHEN PRESENT)	ATTITUDE GRAY	SW 7060	DECORATIVE SHUTTERS
STONE	BIRCH	LEDGECUT33	MASONRY ACCENT AREA



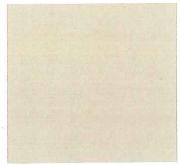
COLOR SCHEME 5 - SPANISH ELEVATION A



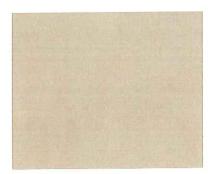
Front Door and Shutters (Where present) – SW 7585 Sun Dried Tomato



Siding, Fascia and Garage – SW 6083 Sable



Body – SW 7696 Toasted Pine Nut



Accent Body, Trim – SW 9102 Quinoa



<u>Roof</u> – Adobe Blend 3723 (Capistrano)

LEGEND	SCHEIV	SCHEME 5 - SPANISH		
ROOF	ADOBE BLEND	3723	CAPISTRANO	
FASCIA / SIDING	SABLE	SW 6083	FASCIA BOARD / SIDING	
BODY	TOASTED PINE NUT	SW 7696	STUCCO	
ACCENT BODY / TRIM	QUINOA	SW 9102	STUCCO ACCENT / SECONDARY DOORS / TRIM	
GARAGE	SABLE	SW 6083	GARAGE DOOR	
FRONT DOOR & SHUTTERS (WHEN PRESENT)	SUN DRIED TOMATO	SW 7585	FRONT ENTRY DOOR / DECORATIVE SHUTTERS	



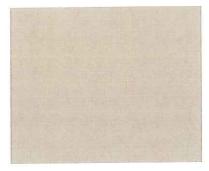
COLOR SCHEME 6 - SPANISH ELEVATION A



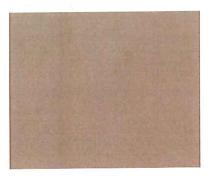
Front Door and Shutters (Where present) – SW 7623 Cascades



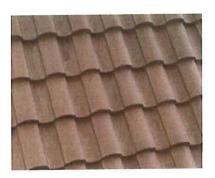
Siding, Fascia and Garage – SW 6069 French Roast



Body – SW 6100 Practical Beige



Accent Body, Trim – SW 9092 Iced Mocha

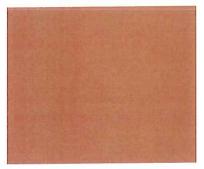


Roof – Ramona 3578 (Capistrano)

ROOF			
	RAMONA	3578	CAPISTRANO
ASCIA / SIDING	FRENCH ROAST	SW 6069	FASCIA BOARD / SIDING
BODY	PRACTICAL BEIGE	SW 6100	STUCCO
ACCENT BODY / TRIM	ICED MOCHA	SW 9092	STUCCO ACCENT / SECONDARY DOORS / TRIM
GARAGE	FRENCH ROAST	SW 6069	GARAGE DOOR
FRONT DOOR & SHUTTERS (WHEN PRESENT)	CASCADES	SW 7623	FRONT ENTRY DOOR / DECORATIVE SHUTTERS



COLOR SCHEME 7 - SPANISH **ELEVATION A**



Front Door and Shutters (when present) – SW 6341 Red Cent



Siding, Fascia and Garage -SW 6006 Black Bean



<u>Body</u> – SW 7676 Paper Lantern



Accent Body and Trim – SW 7529 Sand Beach

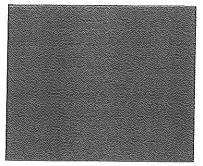


Cocoa Beach 3743 (Capistrano)

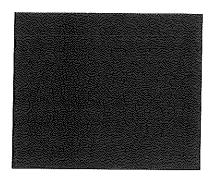
LEGEND	SCHEN	VIE 7 - SPANISH	
ROOF	COCOA RANGE	3743	CAPISTRANO
SIDING / FASCIA	BLACK BEAN	SW 6006	SIDING / FASCIA BOARD
BODY	PAPER LANTERN	SW 7676	STUCCO
ACCENT BODY / TRIM	SAND BEACH	SW 7529	STUCCO ACCENT / SECONDARY DOORS TRIM
GARAGE	BLACK BEAN	SW 6006	GARAGE DOOR
FRONT DOOR & SHUTTERS (WHEN PRESENT)	RED CENT	SW 6341	FRONT ENTRY DOOR / DECORATIVE SHUTTERS

COLOR SCHEME 8 - SPANISH ELEVATION A

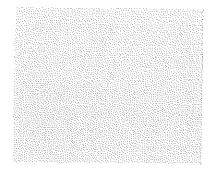




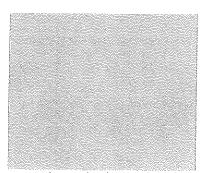
Front Door and Shutters (Where present) -SW 7729 Edamame



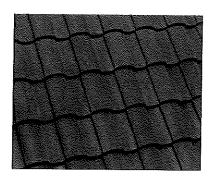
Siding, Fascia and Garage – SW 6153 Protégé Bronze



Body-SW 7567 Natural tan



Accent Body and Trlm-SW 7547 Sandbar

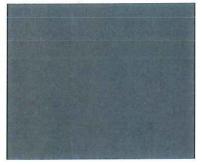


Roof – Cocoa Range 3743 (Capistrano)

LEGEND	SCHEN		
ROOF	COCOA RANGE	3743	CAPSITRANO
SIDING / FASCIA	PROTÉGÉ BRONZE	SW 6153	SIDING / FASCIA BOARD
ODY	NATURAL TAN	SW 7567	STUCCO
ACCENT BODY / TRIM	SANDBAR	SW 7547	STUCCO ACCENT / SECONDARY DOORS TRIM
GARAGE	PROTÉGÉ BRONZE	SW 6153	GARAGE DOOR
RONT DOOR & SHUTTERS WHEN PRESENT)	EDAMAME	SW 7729	FRONT ENTRY DOOR / DECORATIVE SHUTTERS



COLOR SCHEME 9 – FARMHOUSE ELEVATION D



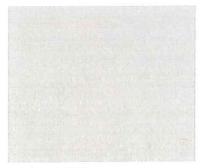
Front Door and Shutters (When present) – SW 6223 Still Water



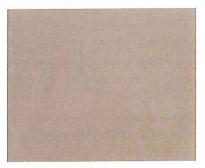
Fascia and Trim – SW 7008 Alabaster



<u>Garage</u> – SW 7040 Smokehouse



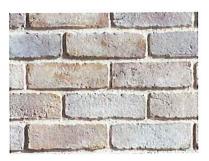
Body -SW 7570 Egret White



Siding 1 and Siding 2 – SW 7519 Mexican Sand



Roof – Brown Gray Range 4687 (Bel Air)

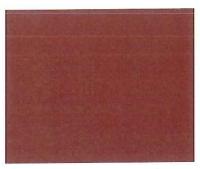


<u>Brick -</u> Latigo Tundrabrick

LEGEND	SCHEME 9 - FARMHOUSE			
ROOF	BROWN GRAY RANGE	4687	BEL AIR	
FASCIA / TRIM	ALABASTER	SW 7008	FASCIA BOARD / TRIM	
BODY	EGRET WHITE	SW 7570	STUCCO / SECONDARY DOORS	
SIDING 1 & 2	MEXICAN SAND	SW 7519	BOARD AND BATTEN / HORIZONTAL LAP SIDING / SECONDARY DOORS	
GARAGE	SMOKEHOUSE	SW 7040	GARAGE DOOR	
FRONT DOOR & SHUTTERS (WHEN PRESENT)	STILL WATER	SW 6223	FRONT ENTRY DOOR / DECORATIVE SHUTTERS	
STONE	LATIGO TUNDRA BRICK	SOFT WHITE MORTAR	MASONRY ACCENT AREA	



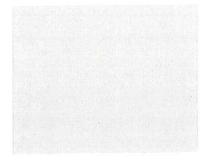
COLOR SCHEME 10 - FARMHOUSE ELEVATION D



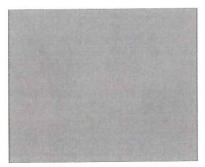
<u>Front Door and Shutters (When present)</u> – SW 7592 Crabby Apple



Fascia, Trim, and Garage – SW 7004 Snowbound



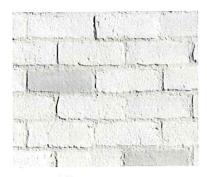
Body – SW 7014 Eider White



Siding 1 and Siding 2 -SW 9170 Acier



Roof – Slate Range 4697 (Bel Air)

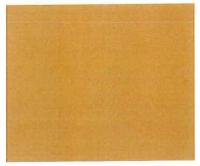


<u>Brick</u> – Chalk Dust Tundra Brick

LEGEND SCHEME 10 - FARMHOUSE				
ROOF	SLATE RANGE	4697	BEL AIR	
FASCIA / TRIM	SNOWBOUND	SW 7004	FASCIA BOARD / TRIM	
BODY	EIDER WHITE	SW 7014	STUCCO	
SIDING 1 & 2	ACIER	SW 9170	BOARD AND BATTEN / HORIZONTAL LAP SIDING / SECONDARY DOORS	
GARAGE	SNOWBOUND	SW 7004	GARAGE DOOR	
FRONT DOOR & SHUTTERS (WHEN PRESENT)	CRABBY APPLE	SW 7592	FRONT ENTRY DOOR / DECORATIVE SHUTTERS	
STONE	CHALK DUST TUNDRA BRICK	SOFT WHITE MORTAR	MASONRY ACCENT AREA	



COLOR SCHEME 11 – FARMHOUSE ELEVATION D



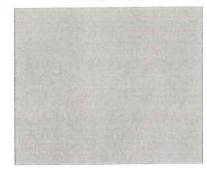
Front Door – SW 6376 Gold Coast



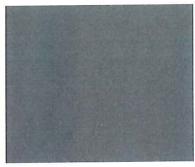
<u>Fascia</u> – SW 6258 Tricorn Black



<u>Trim, Shutters (Where present) and Garage</u> – SW 7005 Pure White



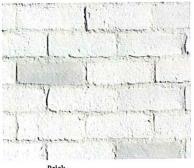
Body – SW 7044 Amazing Gray



Siding 1 and Siding 2 – SW 7068 Grizzle Gray



Roof – Dark Gray Range 4591 (Bel Air)

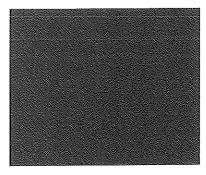


<u>Brick</u> – Chalk Dust Tundra Brick

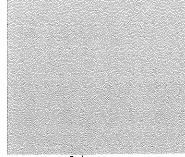
EGEND SCHEME 11 - FARMHOUSE				
ROOF	DARK GREY RANGE	4591	BEL AIR	
FASCIA	TRICORN BLACK	- SW 6258	FASCIA BOARD	
TRIM & GARAGE	PURE WHITE	SW 7005	TRIM / GARAGE DOOR	
BODY	AMAZING GRAY	SW 7044	STUCCO	
SIDING 1 & 2	GRIZZLE GRAY	SW 7068	BOARD AND BATTEN / HORIZONTAL LAP SIDING / SECONDARY DOORS	
FRONT DOOR	GOLD COAST	SW 6376	FRONT ENTRY DOOR	
SHUTTERS (WHEN PRESENT)	PURE WHITE	SW 7005	SHUTTERS	
STONE	CHALK DUST TUNDRA BRICK	SOFT WHITE MORTAR	MASONRY ACCENT AREA	



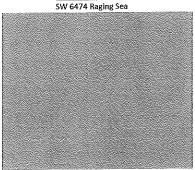
COLOR SCHEME 12 - FARMHOUSE ELEVATION D



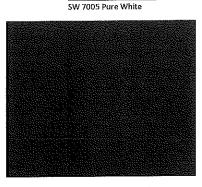
Front Door -



Body – SW 7512 Pavilion Beige

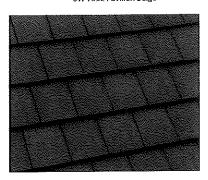


Siding 1 and Siding 2 — SW 7501 Threshold Taupe

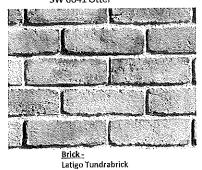


Fascia , Trim and Garage -

Shutters (when present) – SW 6041 Otter



Roof — Cocoa Range 4743 (Bel Air)



SCHEME 12 - FARMHOUSE EGEND **BEL AIR** COCOA RANGE ROOF FASCIA BOARD / TRIM SW 7005 PURE WHITE FASCIA / TRIM STUCCO SW 7512 PAVILION BEIGE BODY BOARD AND BATTEN / HORIZONTAL LAP SIDING / SW 7501 THRESHOLD TAUPE SIDING 1 & 2 SECONDARY DOORS **GARAGE DOOR** PURE WHITE SW 7005 GARAGE SHUTTERS SHUTTERS (WHEN PRESENT) OTTER SW 6041 SW 6474 FRONT ENTRY DOOR RAGING SEA FRONT DOOR MASONRY ACCENT AREA LATIGO TUNDRA BRICK SOFT WHITE MORTAR TONE ROOF: EAGLE | PAINT: SHERWIN-WILLIAMS | STONE: ELDORADO STONE

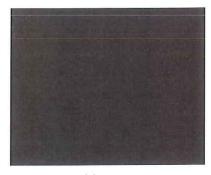
PLEASE NOTE: Samples of the exterior color were produced under controlled lab conditions. They are NOT to be considered an EXACT MATCH to the finished surfaces they will be applied to due to the variables: Weather, Base Coats and/or Methods of Application.

A 10% variation in depth of color can be expected. "Seller", reserves the right to alter color variations to the stucco, stone, painted siding, painted trim, fascia, garage doors, shutters and entry doors.

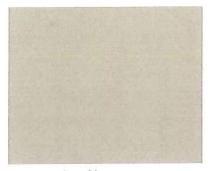
12

CENTURY COMMUNITIES

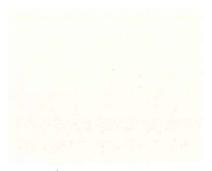
COLOR SCHEME 13 – COTTAGE ELEVATION C



Front Door and Shutters – SW 6006 Black Bean



<u>Fascia, Trim, and Garage</u> – SW 7530 Barcelona Beige



Body – SW 7558 Medici Ivory



Siding – SW 7032 Warm Stone



Roof – Sierra Blend SHP 8707 (Ponderosa)

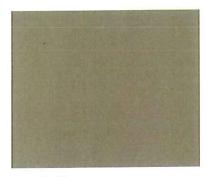


Stone – Casablanca

LEGEND SCHEME 13 - COTTAGE				
ROOF	SIERRA BLEND	SHP 8707	PONDEROSA	
FASCIA / TRIM	BARCELONA BEIGE	SW 7530	FASCIA BOARD / TRIM	
BODY	MEDICI IVORY	SW 7558	STUCCO	
SIDING	WARM STONE	SW 7032	LAP SIDING	
GARAGE	BARCELONA BEIGE	SW 7530	GARAGE DOOR / SECONDARY DOORS	
FRONT DOOR SHUTTERS	BLACK BEAN	SW 6006	FRONT ENTRY DOOR / DECORATIVE SHUTTERS	
BRICK	CASA BLANCA ROUGHCUT	SOFT WHITE MORTAR	MASONRY ACCENT AREA	

CENTURY COMMUNITIES

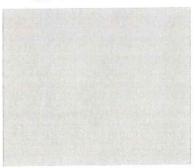
COLOR SCHEME 14 - COTTAGE ELEVATION C



<u>Front Door</u> – SW 7734 Olive Grove



Body – SW 7642 Pavestone



Siding – SW 7632 Modern Grey



<u>Shutters</u> – SW 7675 Sealskin



Roof – Dark Gray Range 4591 (Bel Air)



LEGEND SCHEME 14 - COTTAGE					
ROOF	DARK GRAY RANGE	4591	BEL-AIR		
ASCIA / TRIM	PURE WHITE	SW 7005	FASCIA BOARD / TRIM		
BODY	PAVESTONE	SW 7642	STUCCO		
SIDING	MODERN GREY	SW 7632	LAP SIDING / SECONDARY DOORS		
GARAGE	PURE WHITE	SW 7005	GARAGE DOOR		
FRONT DOOR	OLIVE GROVE	SW 7734	FRONT ENTRY DOOR		
SHUTTERS	SEALSKIN	SW 7675	SHUTTERS		
STONE	MOONLIGHT ROUGHCUT	GRAY MORTAR	MASONRY ACCENT AREA		



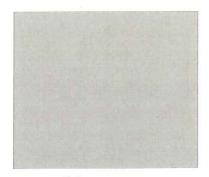
COLOR SCHEME 15 – COTTAGE ELEVATION C



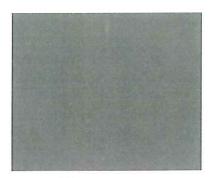
Front Door and Shutters – SW 7645 Thunder Gray



Fascia, Trim, and Garage – SW 7008 Alabaster



Body – SW 7051 Analytical Gray



Siding – SW 6186 Dried Thyme



Roof – Dark Gray Range 4591 (Bel Air)

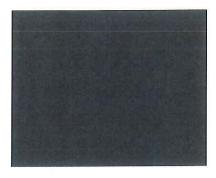


Stone – Moonlight

LEGEND SCHEME 15 - COTTAGE					
ROOF	DARK GRAY RANGE	4591	BEL-AIR		
FASCIA / TRIM	ALABASTER	SW 7008	FASCIA BOARD / TRIM		
BODY	ANALYTICAL GRAY	SW 7051	STUCCO / SECONDARY DOORS		
SIDING	DRIED THYME	SW 6186	LAP SIDING		
GARAGE	ALABASTER	SW 7008	GARAGE DOOR		
FRONT DOOR / SHUTTERS	THUNDER GRAY	SW 7645	FRONT ENTRY DOOR / DECORATIVE SHUTTERS		
STONE	MOONLIGHT ROUGHCUT	GRAY MORTAR	MASONRY ACCENT AREA		

CENTURY COMMUNITIES

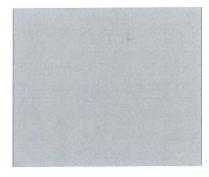
COLOR SCHEME 16 – COTTAGE ELEVATION C



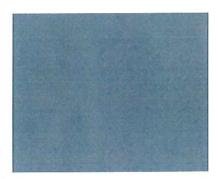
Front Door and Shutters – SW 6258 Tricorn Black



Fascia, Trim, and Garage – SW 7009 Pearly White



Body - SW 7650 Ellie Gray



Siding – SW 7619 Labradorite



Roof – Slate Range 4697 (Bel-Air)



Stone -Casablanca

LEGEND	SCHE		
ROOF	SLATE RANGE	4697	BEL-AIR
FASCIA / TRIM	PEARLY WHITE	SW 7009	FASCIA BOARD / TRIM
BODY	ELLIE GRAY	SW 7650	STUCCO / SECONDARY DOORS
SIDING	LABRADORITE	SW 7619	LAP SIDING
GARAGE	PEARLY WHITE	SW 7009	GARAGE DOOR
FRONT DOOR / SHUTTERS	TRICORN BLACK	SW 6258	FRONT ENTRY DOOR / DECORATIVE SHUTTERS
STONE	CASA BLANCA ROUGHCUT	SOFT WHITE MORTAR	MASONRY ACCENT AREA

CIELO

AT SAND CREEK





CITY OF ANTIOCH, CALIFORNIA 01.16.2020

SHEET INDEX

COVER SHEET

SCHEMATIC FLOOR PLAN SCHEMATIC PERSPECTIVE COLOR & MATERIAL SELECTION SCHEMATIC ELEVATIONS SCHEMATIC ROOF PLAN SCHEMATIC LANDSCAPE PLAN -, 2,



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COMMUNITY BUILDING | SCHEMATIC FLOOR PLAN | 2,002 SF

CIELO AT SAND CREEK City of Antioch, California



-DARK-FRAME WINDOWS

-BOARD & BATTEN SIDING

COMPOSITION SHINGLE ROOFING

-METAL AWNINGS

FARMHOUSE-STYLE LIGHT FIXTURE, RED

-HORIZONTAL SIDING













WINDOW FRAMES Black

EXTERIOR LIGHTING Red Gooseneck Lamp























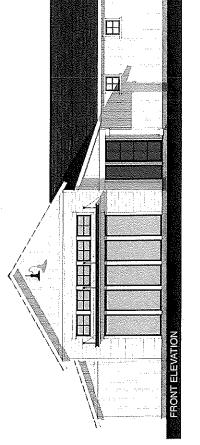


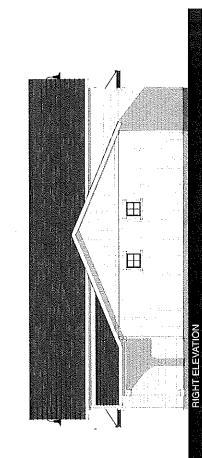


COMPOSITION ROOFING Georgetown Gray CertainTeed





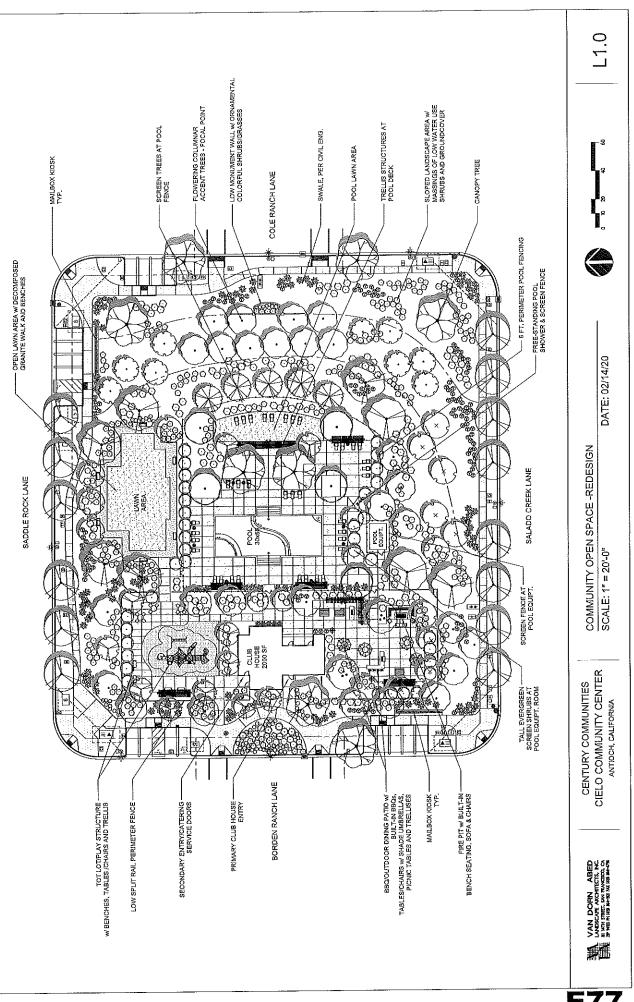




REAR ELEVATION

LEFT ELEVATION

CIELO AT SAND CREEK City of Antioch, California

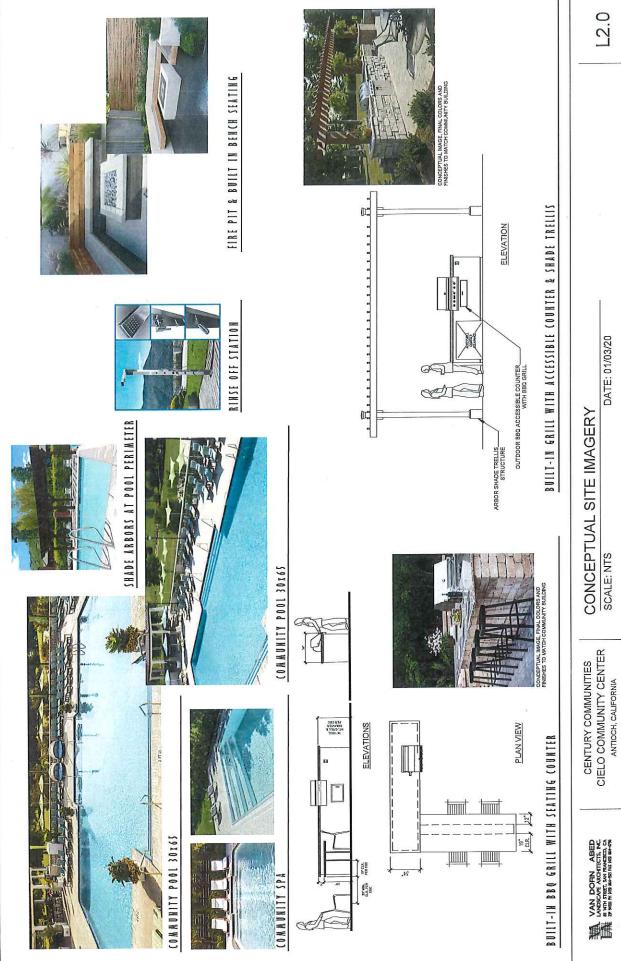


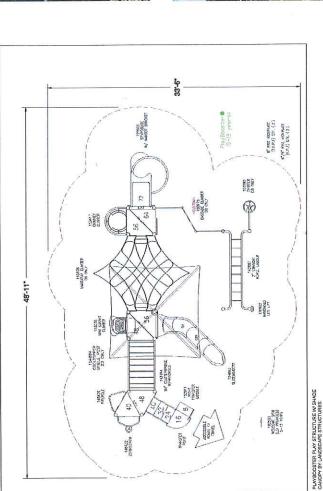
E77



DATE: 01/03/20

SCALE: NTS









TOT 10T/PLAY AREA EQUIPMENT

VAN DORN ABED
INDSCAPE ARCHTETS, NC.
IN THE TIEST, SAN RANCESO, CA.
IN THE TIEST, SAN RANCESO

CENTURY COMMUNITIES
CIELO COMMUNITY CENTER
ANTIOCH, CALIFORNIA

CONCEPTUAL SITE IMAGERY SCALE: NTS

DATE: 01/03/20

10W MORUMENT WALL WITH ORNAMENTAL/FLOWERING SHRUBS & GRASSES

CONTRACTOR TO PROVIDE AND AN ANACCESS KEYS POR EMERGRAPY FRE ACCESS, CONTRACTOR SHALL PROVIDE SHOP DREAMINGS & CONTRACTOR TO TREET TO OWNER FOR APPROVAL PRICET TO CONTRIBITION. 2. CONTRACTOR TO PREVIDE SAROWANE (ANDLEQUIATIONES & EMERGENSY BXTF PANIC SAR CAC (NOLICTREE OR ECLAPALENT, Phane; ISBN 688-5758 www.aednesson STEEL DAR FENCE, EINOP PRINT AND PART WITH ZINC-RICH PRINCER 2 COATS ENAME. CALOR FOR DIE LACK, SUBMT FENCE CUT DHEETS AND COLOR JAMPLES TO OWNER FOR PPPROME. T'30, TUBE STERL POST

6 FT PERIMETER POOL FINCE AND GATES

CENTURY COMMUNITIES
CIELO COMMUNITY CENTER
ANTIOCH, CALIFORNIA

CONCEPTUAL SITE IMAGERY

SCALE: 3/8" = 1'-0"

E80

VAN DORN ABED
LANGGAR ANGHEGTS, N.C.
HINT STEEL, SAN RANGES, O.
HINT STEEL, SAN RANGES, O.

DIEA BLROPABA "LITTLE OLLIE" STANDARD ZAUSCHNERIA CAUFDRINGA "GAUGTGOA" LEPTCSPERMUM SCOPARIUM 'RUBY OLOV MESTRINOM FRUTICOSA "LOW HORIZON" LAVATERA THURINGIACA BARNSLEY SZESKI, YIDONOTONO SWEETE PHORIGINATENAX: YELLOWWAVE PLANTING PALETTE (cont.) JUHLENBERGIA RICENS SALVIA CLEVE ANDI HORNZUM DUET TOSA RUGOSA WES LOW 3003 ANTR COD PHO DUE ROS RUG SALOLE CHC LES CAV ASS LOM EDS MUHRO 30.55 3mm±ld OLELIT PIT VAZ $\bigcirc\bigcirc\bigcirc\bigcirc\bigcirc\bigcirc\bigcirc\bigcirc\bigcirc$ $* \odot \odot \odot \odot \odot \odot \odot \odot \odot \odot$ 24" BCX ASETI 24.EDX 19 CAL 2 DAL 300 1505 SCAL 50% SGAL 3 34 BOX 100 SGAL SOAL N S SOAL SOAL SOM STAL ğ AULTI-TRUNK MESTERN REDBUD ERALD CARPET MANZANATA MSON-SPOT ROCKROST NCE KANCAROD PAW EPING MIRROR PLANT NIEE ATLAS FESCUS TIRE CALLERY PEAR CLUMMR RED MAPLE RF BOTTLE BRUSH EADING FLAX LILY DON PLANE TREE RCHID ROCKROSE NACT OUNE RLETOAX MACHOLIA ORANDIPLORA SANUEL SOMMER TM ARCTOSTAPHYLOS X 'ENERALD CARPET FESTICA OWNA OLACCA "ELLAH BLUE" MAGNOUA GRANDIFLORA "LITTLE CEM" CALLUSTEMON CITRINUS "LITTLE JOHN" FESTICA VAIREI OREENLEE'S FORM GINKOD BLOBA - PRINCETON SENTRY PRUNUS CERASIFERA "KRAUTER VE ERICCONTIN ORANDE RUBESCENS LAGERSTROEMIA MOICA 'MUSKOGE OLEA EUROPAGA "SWAN HILL" TM PISTACIA CHUBUSIS 'KEITH DAVEY PLATANUS ACERIFOLIA "COLUMBIA DIANELLA REVOLUTA "UTTLE REV HELICTOTRICHON SEMPERVIREND NICOZYKTROS X 'BUSH TANGO' PYRUS CALLERYANA 'REDSPIRE CHDNDROPETALUM TECTORUM COPROSIMA XIRKII "VARIBGATA" CEANOTHUS JOYCE COULTER GREVILLEA HYBRID 'NDELLIF ACER RVBRUM 'COLUMNARE LAURUS NOBILIS "SARATOGA" CALANDRINIA SPECTABILIS CERCIS OCCIDENTALIS CISTUS X SKANBERGII QUERCUS COCCINEA CISTUS PURPUREUS ARBUTUS X "MARBIA" CISTUS LADAMETER COPROBAGA KIRKEL ROTANICAL MANE DIETES BICOLOR DIETES VEGETA PLANTING PALETTE QUECCO FL SEM PRUVES PYR PEA ARC MAN SOP WAZ SER WES OLE SWA SAL SPE CHO TEC 013 **√**20 CIS SKG DIA REV DIE VEC ERI CRA PLACOL CEA JOY ाह भा 57.5 \bigcirc \bigcirc \bigcirc \bigcirc \bigcirc \bigcirc \bigcirc **♡** ∰ **③** 000000000 133 0

SOAL

MORNING LJOHT GDAST ROSEMARY CALISTODA CALIFORNÍA FUCHSIA

COPPER CANYON DASY

RUGOSA ROSE CLEVELAND SAGE

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 THE PANTING DESIGNAL LAWR FOR THE PLANTS TO REJICH THEIR MATURAL, PLLICARDIN SIZE AND ELLIMINITES.
 THE NEED FOR EXCESSIVE PRUNING OR HEDDING.

100 COAL S DAL 3 30.5 305 188 SCAL S DAL 202 300 ž SGAL SGAL SCAL 30%

CWARF NAT RUSH

NEW BRAZES

THE PLANTING DESIGN UTILIZES PRIMARILY (80%) LOWIVINTER USE & NATIVE PLANT SPECIES. RECREATIONAL LAWN AREA WILL BE A LOWIVINTER USE FESCUE GRASS MIX SOD.

ALL ANDOCAPE PLANTIG AND REPORTAND DESCRIVED. COMPLY WITH A ESTINGE OF CLICORING SINGET OF LIGHTEN SETS OF CLICORINGS INWETER SELECTED. THE SENDENCE INVALIDED WATER ALLOWINGE INWINES AND SELECTED. THE SENDENCE IN SELECTED. THE SELECTED THE

5. THE PLANTS HAVE BEEN SELECTED UTILIZING THE STATE OF CALIFORNA'S MODEL WATER EFFICIENT LANDSCAPE OF TRANACE FLANT, WAGOLS, NO PLANTS ARE USED THAT ARE CONSIDERED INVARIVE IN THE THE REGION AS LISTED BY THE CALLAD.

UTTLE OLUE OLIVE - STANDARD

COMPACT MYRTLE

SEW ZGALAND FLAX WINRF DREEN FLAX VEW ZEALAND FLAX SHEELER'S DWARF MOOK OR

SALFORNIA WILD ROSE

IRRIGATION DESIGN INTENT STATEMENT

ABED	XAMOOO, C.	
NHOO	3	
N N	ST YEAR STREET,	
M		



DATE: 01/03/20

SCALE: NTS





PLANTING NOTES

CONTRACTOR SKALL MAINTAIN A QUALUFIED SUPERMISOR ON THE SITE AT ALL TIMES DURING CONSTRUCTION AND THROUGH THE COMPLETION OF PICKUP WORK.

RRIGATION CONCEPT STATEMENT

CONTRACTOR EMALL VERIFY ALL PLANT MATERIAL QUANTITIES PRIOR TO INSTALLATIOM, KAYN MATERIAL CHANTITIES ARE LISTED FOR THE CONTRACHIAC CO. THE CONTRACTOR, ACTIAL NURSER OF SYMBOLS SYALL MAYE PRIORITY OVER QUANTITY DESIGNATED.

PRIOR TO PLANTING, IRRIGATION SYSTEM BHALL BE FULLY OPERATIONAL THORSO: WATER ALL PLANTS EXMEDIATELY AFTER PLANTING. РИЮЯ ТО ЕЖСАVATION, СОМТЯЛСТОЯ ЗНАLL VEHIFY LOCATIONS OF UNDERGROU UTILTICS,

PRIOR TO START OF PROJECT CONTRACTOR SHALL SUBMIT SOURCES OF PLANT MATERALS AND TREES TO LANDSCAPE ARCHITECT.

- THE IRRIGATION SYSTEMS WILL BE AUTOWNTICALLY CONTROLLED BY AN ET IRRICATION CONTROLLED DRY AN ET IRRICATION CONTROLLED AND ANAILS OF MAIN OF INTROQUENT IRRICATION SYSTEMS. THE CONTROLLED WILL HAVE A SA-GONE COCKY OF ALLOW MALL, HAVE A SA-GONE TO ANAILE SYNATTHE SYNAT THISS AND REPEAT CYCLES TO ACAUST FOR SOIL PERCOAMID SAFELS. VERIFY EXISTING ORADERN FILD PRIOR TO PCANTING, EXISTING ORADE SMALL BE WE TO SOMETENENTIAL OF A FOOT OF FINISH GRADE, FINISH GRADE SMALL BET I HICH BELC TOP OF CLIPE AND OF ANNOL IN THIR AREAS AND 2 MOMES BELOW TOP OF CURB OR PANNIGH GROUND COURS AREAS.
- THE IRRIGATION SYSTEMS WALL CONSIST PRIMARILY OF LOW VOLUME, LOW FLOW BUBLERS FOR TREES, POINT SOURCE DRIP IRRICATION FOR SHRUBS AND GROUNDCYPES.

all vine kunnexe shall be installed with the nurbery stakes removed and vine Runnere spall be espaliered to aglacent pence, wall of trells.

PRIOR TO PLANTING, ALL PLANTING AREAS SHALL BE PREE OF WEEDS, ROCKS, AND OSEBRIS. PREEDING BY THAT HOT BE USED. ALL WEEDING SHALL BE ACCOMPLISHED THOUGH BETCHARGAE, BETTHOODS,

pertilizers of soil amendement materials prohibited by the organic mater Redeach implite (direc) in the exheric material list are prohibited in the Comstituteding of the project,

SYXTMETIC PRE-EMERGENTS ARE PROPERTY.

HERBEIDES AND PESTICIDES THAT ARE PROMBITED BY THE ORGANIC MATERIALS SERBAKCH HIPSTITE (BMR) SHALL NOT BE VIZED IN THE CONSTRUCTION AND MARTINALITY OF THE 1980 JEFF

LANDGAPE, AKCHTEGT DIALL, APPROVE ALL THEE LOCATIONS PRIOR TO INSTALLATION CONTRACTOR TO CONTRECT LANDGCAPE, ARCHTECT MIN. 72 HOURS PRIOR TO SCHEDLE RECEPPORAL RECEPPORAL PRECESSIVE RELOCATION AT CONTRACTORY SCHEDUS.

2, DEPTH OF INFIGATION LINES: ALL DINCRADE LATERAL LINES SHALL BE BURIED TO A DEPTH OF 24" M. DEPTH OF 18" MIN, ALL DINGRADE MAININES SHALL BE BURIED TO A DEPTH OF 24" M. D. BACKFLOW PREVENTER. BACKFLOW PREVENTER SHALL BE A REDUCED PRESSURI PRINCIPLE BACKFLOW PREVENTER (PEBCO 823Y OR EGIAL) TYPEAS APPROVED BY WATER PURVEYOR,

5. IRRIOATION CONTROLLERS CONTROLLER SHALL BE AN AUTOMATIC ET (ENAPOSAMISPIKTION) WITH MAINTIER TREACAMENTS, CONTROLLER TO BERROGAMMED SECSONALY TO KIMMER RIANGE TO ROFFE WITHSHOLD BEBRICH ROFKED SHALL EFT LITED TO CONTROL BRICATION OF CLEEN ACCORDING TO 4. IRRICATION SPRINKLER TYPES, ALL SPRINKLERS SHALL UTILDE MATCHED SERVICE OF THE CONFESSITION NOTZLES FOR MAXIMUM UNIFORMITY CESTRICTION, IRRICATION SYSTEMS TO BE MAPECTED PERIODICALLY FOR BROKE DEFICIENT EQUIPMENT.

A RECYCLED WATER: IRRIGATION SYSTEM SHALL BE RECYCLED WATER.

THISTY DAYS AFTER INSTALLATION ALL LANDSCAPE AREAS SHALL DE FEATILZED APPROVED FERTILZER PER POST AMENDMENT AGRONOMY REPORT,

MWELO STATEMENT OF COMPLIANCE
"HAVE COMPLIE WITH THE CHITERS OF THE CITY OF AN
WATER EFFECHEN LANGEOVEN COMPLIEN
ACCORDINGLY FOR THE FFICIENT USE OF WATER IT
LANGSCAPE, AND IRRIGATION DESIGN PLANE. IN

OVER-EXCAVATE THE PLANTING PITS SO THAT THERE SHALL BE ONE FOOT OF THIS MATERIAL SECURES MATER SOOL AND THE SOTTEM OF THE ROOT SALL. NO DRGAM MATERIAL SECURILERS SHALL BE USED BELOW THE ROOT SALL.

ODURED. RECYCLED WOOD MULCH WITH NATURAL BROWN COLOR, MULCH BHALL BE LOC.

IRRIGATION NOTES

<u>, IRRICATION ZOMES. ALL LANDSCAPED AREAS HAVE AN IRRICATION ZONE DESIGNATIV OF "SHRUBS", PROUNDCOVERSY TREES OF TURE," UN IRRICATION ZONES FOR ANNUA. AND TURED SLOPES DECEDIAS 10% ARE PROPOSED.</u>

J. CJASS OF IRRICATION PIPE. ALL WANLINE SWILL BE PVC 315 FOR DIAMETERS 2" OR VANGER & PVC SCHEDULE 40 FOR DIAMETERS LESS THAN 2", ALL LATERAL LINE SHALL B CLASS 200 PVC

- Burmit Boils report that identifies existing to pagic meets organic matte. Content of mainum 5% by dry wischt or organic.

, IRRIGATION BUITTERS. ALL SHRUB/OROUNDOVER AREAS SHALL BE IRRIGATED TO STATE AREAS SHALL BE IRRIGATED USING BUBBLER TRIGATION SYSTEM.

CENTURY

PROMENADE AT SAND CREEK Antioch, California

JANUARY 2020

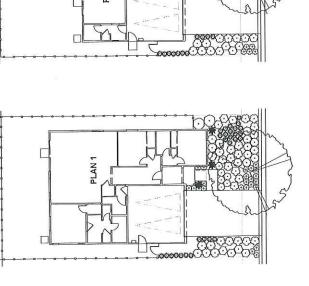
PLANTING & IRRIGATION NOTES

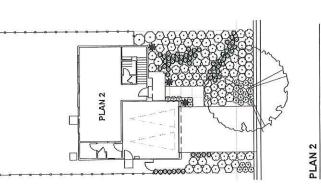
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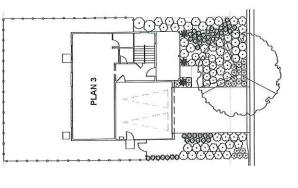




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ABOL	SYMBOL BOTANICAL NAME	COMMON NAME	WATER USE	MIN. SIZE
	ACHILEA SPP.	YARROW	TOW	1 CAL
ø	CALAWAGROSTIS X ACUIFLORA 'KARL FOERSTER'	KARL FOERSTER FEATHER REED GRASS	LOW	1 CAL
	ERIDGONUM GRANDE RUBESCENS	SAN MIGUEL ISLAND BUCKWHEAT	TOW	CAL
(LIMONIUM PEREZII*	STATICE	WODERATE	1 GAL
	LOROPETALUMC, RAZZLEBERRIT	CHINESE FRINGE FLOWER	MODERATE	SCAL
0	PENSTEWON CARNET	GARDEN PENSTEMON	MODERATE	1 CAL
	PHORAIUM SPP.	NEW ZEALAND FLAX	TOW	SOAL
0	PITTOSPORUM C. NANA**	KARO PITTOSPORUM	MODERATE	SCAL
O	SALVIA 'POZO BLUE'	POZO BLUE SAGE	COW	1.CAL
0	TEUCRIUM FRUTICANS 'COMPACTUM'	BUSH CERMANDER	MOT	SCAL
\odot	VIBURNUM TINUS 'SPRING BOUDUET"	VIBURNUM	MODERATE	SOAL
0	ZAUSCHNERIA C, SCHEIFFLIN'S CHOICE	CALIFORNIA FUCHSIA	TOW	1 CAL

	STREET TREE LEGEND	E LEGENI	Οl	
SYMBOL	BOTANICAL NAME	COMMON NAME	WATER USE	MIN. SIZ
· Care	ACER RUBRUM REDPOINTE	RED POINT RED MAPLE	MODERATE	24" BOX
کر م	GINKED BLOBA SARATEGA"	MAIDENHAIR TREE	MODERATE	24" BOX
1	PISTACIA CHINENSIS 'KEITH DAVEY'	KETH DAVEY PISTACHE	MOT	24" BOX
	PYRUS CALLERYANA 'NEW BRADFORD'	NEW BRACFORD PEAR	WODERATE	24" BOX
~	QUERCIUS COCCINEA	SCARLET DAK	MODERATE	24" BOX
}				

MINEL OS STATEMENT OF COMPLIANCE
1-WOLDBRUDG WITH THE CHIESA OF THE CITY OF ANTON
ANTIS REFIGINE AND ANTON THE WITH THE WASHEN THE
ACCORDINGLY FOR THE EFFICIENT LEED OF WASHEN THE
PORT OF THE PRESIDENT
VANDESTOCALS ASSESSMENT
VANDESTOCALS
VANDEST

PLAN 3

PLAN 1

CALIFORNIA RANCH - 50 X 80 LOT



PROMENADE AT SAND CREEK
Antioch, California

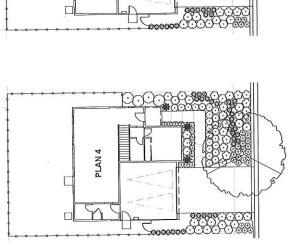
TYPICAL LOT DESIGN WARNER JANUARY 2020

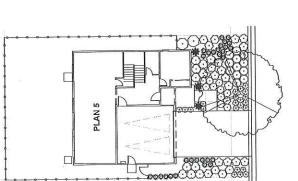


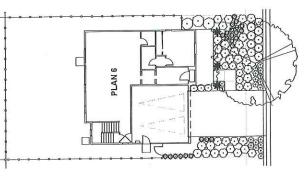


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President to written consent of vander Toolen Associates







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SCHOOL ON YOUR POESTER' OWN, POESTER'S FEATHER REED ONASS LOW AND GOLD SCHOOL OF YOUR POESTER'S FEATHER REED ONASS LOW AND GOLD SCHOOL OF THE	ACHILLEA SPP.		YARROW		TOW	1 CAL
ANY ORNORE RUBERSENDA BLOCKMENT I CONVERTED TO THE PROPERTY ON THE PROPERTY OF THE PROPERTY ON THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY ON THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY ON THE PROPERTY OF	CALAMAGROSTIS	K ACUIFLORA "KARL FOERSTER"	KARL FOERSTER FEATHER R	EED ORASS	NOT	16AL
NAME OF THE PROPERTY OF THE PR	ERIOGONUM GRAS	OF RUBESCENS	SAN MIGUEL ISLAND BUCKIN	EAT	NOT	1 GAL
NAME CHAZE BEINSH COMERE FROMER FROMER AND CORPART AND CHAMPEN AND	LIMONIUM PEREZI		STATICE		MODERATE	1 DAL
AND SHAPE AND SH	LOROPETALUMC.	'RAZZLEBERRI'	CHINESE FRINGE FLOWER		MODERATE	SOAL
MODERATE NEW TEACHWER DAY LOW MODERATE NEW TEACHWER NOW OFFERDED NEW MODERATE NOOD BLEE BADE TO NOW OFFERDED NEW MODERATE NOOD BLEE BADE TO NOW OFFERDED NEW MODERATE NOOD BLEE BADE TO NOW MANDENAM TO NOOD BLEE BADE TO NOOD BLEE BADE TO NOOD BLEE BADE TO NOOD BADE TO NOOD BLEE BADE TO NOOD BADE TO NOOD BADE TO NOOD BLEE BADE TO NOOD BADE TO N	PENSTEMON CAR	NET	GARDEN PENSTEMON		MODERATE	1 CAL
OCHANGE CHANNEY ROUGH PITTOSPORIAM MODERATE LEGEND LEGAGE LOW STATES POR LEGAGE LOW MATERIAL MAN STATES POR LA CONTROLLEGA LOW MATERIAL MATE	PHCRMIUM SPP.		NEW ZEALAND FLAX		MOT	SOAL
STREET TREE LEGEND SOTO BLES SOLO B	PITTOSPORUM C.	NANA	KARO PITTOSPORUM		MODERATE	SOAL
MATCH TO ANY TOWN THE PROPRIETS AND THE PROPERTY OF THE PROPER	SALVIA POZO BLU	9	POZO BLUE SAGE		row	1 GAL
STREET TREE LEGEND STRANDAL MAN BOTANDAL MAN BOTANDAL MAN BOTANDAL MAN BOTANDAL MAN COMMON MAN WATER USE ACER MARINA SERFONE ACER MARINA AC	TEUCRIUM FRUTK	SANS COMPACTUR	BUSH GERMANDER		MOT	SCAL
STREET TREE LEGEND STREET TREE LEGEND BOTANICAL NAME COMMON NAME WATER USE ACER RUBINA SECTION: A PRITCAL CHANGE AND BOTANICAL NAME COMMON NAME WATER USE ACER RUBINA SECTION: A PRITCAL CHANGE AND BOTANICAL NAME AND B	VIBURNUM TINUS	SPRING BOUGUET*	WBURNUM		MODERATE	SCAL
STREET TREE LEGEND BOTANICAL NAME COMMON NAME ACR RUBINA SERONT AND BLANK TREE ACR RUBINA SERVENCE AC	ZAUSCHNERIA C.	SCHEIFLINS CHOICE	CALIFORNIA FUCHSIA		MOT	TCAL
STREET TREE LEGEND BOTANCAL NAME COMMON NAME WATER USE ACTOR CHORN SEDIONE COMMON NAME WATER USE ACTION CHORN SEDIONE CONTROL BLOCK SEDIONE SETTION CHORN SEDIONE SETTION CHORN SEDIONE SETION CONTROL SETION CONTROL SENIOR SEDIONE SENIOR SEDIONE SENIOR SENIOR SEDIONE SENIOR SEDIONE SENIOR SEDIONE SENIOR SEDIONE SENIOR SEDIONE SEDIOR SED	*PLANTS USED FO	IR NORTH AND EAST FACING LOTS	60			
STREET TREE LEGEND BOTANICAL NAME COMMON NAME ACID REGISTA SECONT CONTROL BILLOW SECONT SECONT WIDSHAWS TREE WOOSHATE SECONT WINDSHAWS TREE WOOSH TREE SECONT WINDSHAWS TREE WOOSH TREE SECONT WINDSHAWS TREE WOOSH TREE SECONT WINDSHAWS TREE S						
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NAMEY KETH DAVEY PIGTACHE LOW RACIONEY NEW PIGTACHE LOW RACIONEY NEW BRACHORD PEAR NOOEWATE SCARLET OAK NOOEWATE	3	ACER RUBRUM REDPOINTE		DIMAPLE	MODERATE	24" BDX
KEITH DAVEY PISTACHE LOW NEW GRADFORD PEAR MODERATE SCARLET OKK MODEVATE	مر	GINKGD BILDBA 'SARATOGA'		REE	MODERATE	24" BOX
NEW BRADFORD PEAR WODERATE SDARLET OAK WODERATE	77	PISTACIA CHINENSIS 'KEITH		HSTACHE	MOT	24" BOX
SCANLET OAK MODERATE	\ \	PYRUS CALLERYANA 'NEW B		RD PEAR	MODERATE	24" BOX
	7	QUERCUS COCCINEA	SCARLET OAK		NODERATE	24" BDX

PLANTING LEGEND: CALIFORNIA RANCH

PLAN 6

PLAN 5

PLAN 4

CALIFORNIA RANCH - 50 X 80 LOT



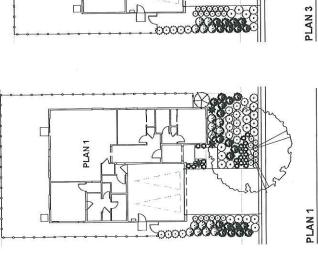
PROMENADE AT SAND CREEK
Antioch, California

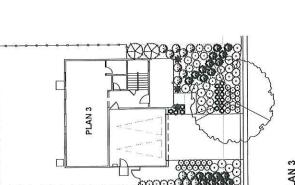
JANUARY 2020 TYPICAL LOT DESIGN

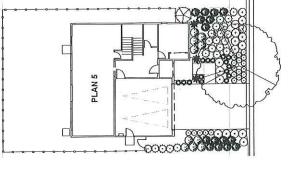


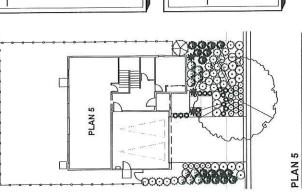


L-2









		STREET TREE LEGEND	STREE
		ors	-PLANTS USED FOR NORTH AND EAST FACING LOTS
1 CAL	LOW	CEDROS ISLAND VERBENA	VERBENA LILACINA TOE LA VRNA"
104	NOT	SCAEVOLA	SCAEVOLA 'MAUVE CLUSTERS'
1 CAL	MOT	SACE	SALVIA M. 'BERZERKELY'
SOAL	MODERATE	TOBIRA	PITTOSPORUMT, 'VARIEGATA'
SCAL	NOT	NEW ZEALAND FLAX	PHORMIUM SPP.
SGAL	MODERATE	CHINEDE FRINGE PLOWER	LOROPETALUM C. PURPLE DIAMOND
1 GAL	MODERATE	CREEPING LILY TURF	URIOPE SPICATA*
35:	MODERATE	STATICE	LINDNIUM PEREZII'
1 GAL	MOT	DOUGLAS IRIS	TRIS DOUGLASIANA
	TOW	ATLAS FESCUE	FESTUCA MAIRE
1 GAL	NOT	HOPSEED BUSH	DODONAEA V. PURPUREA"
S CAL	MOT	DWARF BOTTLEBRUSH	CALLISTEMON VIVINALIS 'LITTLE JOHN
S CAL S CAL 1 CAL		BLUE GRAMA	BOUTELOUA GRACILIS'BLONDE AMBITION"
1 CAL SCAL SCAL 1 CAL	MOT		

PLANTING LEGEND: COTTAGE

***COTTAGE

***C

SYMBOL BOTANICAL NAME

0	WATER USE MIN. SIZE	MODERATE 24*BOX	MODERATE 24" BOX	LOW 24"BOX	MODERATE 24" BOX	MODERATE 24" BOX
E LEGENT	COMMON NAME	RED POINT RED MAPLE	MAIDENHAIR TREE	KEITH DAVEY PISTACHE	NEW BRADFORD PEAR	SCARLET OAK
OINTER INTERIOR	BOTANICAL NAME	ACER RUBRUM REDPOINTE	CINKGO BILOBA 'SARATOGA'	PISTACIA CHINENSIS XEITH DAVEY	PYRUS CALLERY ANA 'NEW BRADFORD'	QUERCUS COCCINEA
	SYMBOL	3	ىم	7	\ \ \	250

MWELO STATEMENT OF COMPLIANCE
11+NVE COMPLED WITH THE GRETERA OF THE CITY OF ANY
WATER EFFICIENT LABORACES AND APPLED
ACCORDINGLY FOR THE EFFICIENT LISE OF WATER INT
LANDSCAPE AND RISIGATION DESIGN PLAN.

COTTAGE - 50 X 80 LOT



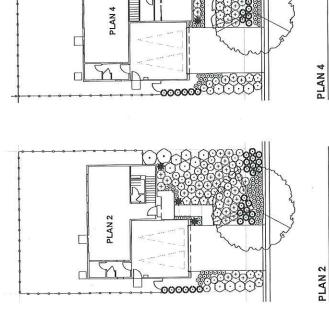
PROMENADE AT SAND CREEK
Antioch, California

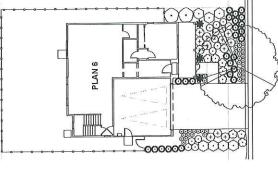
uel 025.274,1300 www.vandemodin.com TYPICAL LOT DESIGN

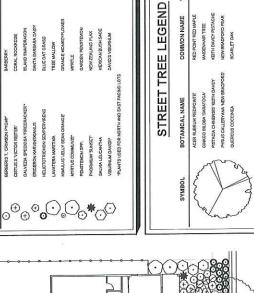












WATER USE MIN. SIZE

PLANTING LEGEND: FARMHOUSE

BOTANICAL NAME

PLAN 6

24°B0X 24°B0X 24°B0X 24°B0X

FARMHOUSE - 50 X 80 LOT



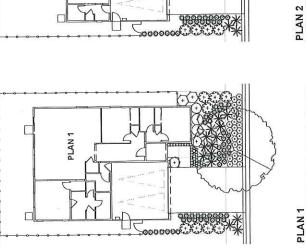
PROMENADE AT SAND CREEK
Antioch, California

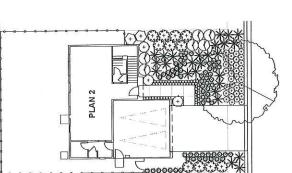
TYPICAL LOT DESIGN JANUARY 2020

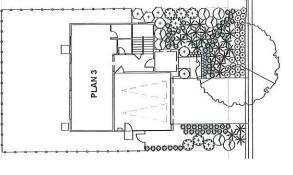


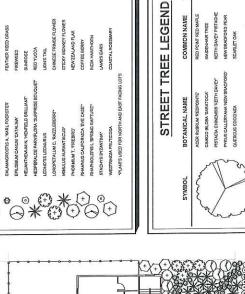












WATER USE MIN. SIZE

WATER USE

PLANTING LEGEND: SPANISH

BOTANICAL NAME

SYMBOL

	MWELO STATEMENT OF COMPLIANCE TAWGE COMPLES WITH THE ORTERA, OF THE OFFO KATIOCH WATER STRICKENT LANDGLAMM ORDANANCE AND APPLES THES ACCORDINGLY FOR THE EPPICIENT USE OF WATER IN THE LANDSLADE AND RINGHATON DESIGN PLANY.

PLAN 3

PLAN 1

SPANISH - 50 X 80 LOT



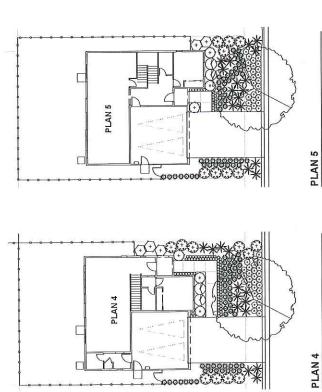
PROMENADE AT SAND CREEK
Antioch, California

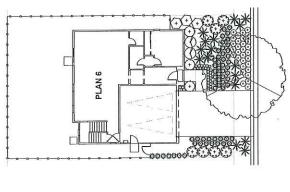


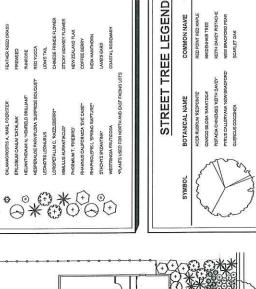












WATER USE MIN. SIZE

PLANTING LEGEND: SPANISH

BOTANICAL NAME

MWELO STATEMENT OF COMPLIANCE
"HAVE COMPLED WITH THE CHETERA OF THE CITY OF AN
WATER PROTENT LANGESCHING ORDANACE AND APPLED
ACCORDINGLY FOR THE FFERENTING OF WATER INT
LANDSCAPE AND IRRIGATION DESIGN PLAN:

"A COMPLIANCE TO THE CHETERATION OF THE CHETERATION PHILIP A, VANDERTDOLEN, PRESIDENT VANDERTOOLEN ASSOCIATES, INC. CA LICENSE # 27M

PLAN 6

24 BOX 24 BOX 24 BOX 24 BOX 24 BOX

SPANISH - 50 X 80 LOT



PROMENADE AT SAND CREEK
Antioch, California

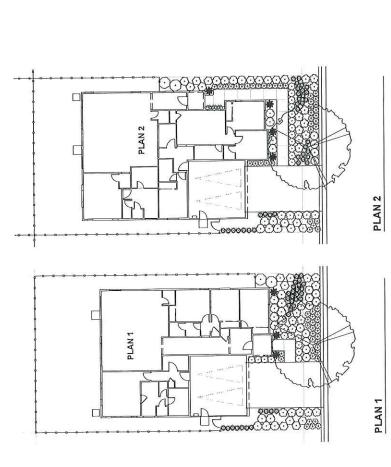
TYPICAL LOT DESIGN JANUARY 2020







=89





SYMBOL BOTANICAL NAME COMMON NAME WATER ACER RUBRAN TREPONITE RED MOTE MODE ONNOTE BLOCK SANATORY MADERNAM TREE NOTE TREFAIR O-MODE BROKEN SKETH PARKEY TREF				1	
ACES RUBGOM RESPONTE RED MANE TO THE TO THE THE TO THE THE TO THE	SYMBOL	BOTANICAL NAME	COMMON NAME	WATER USE MIN. SIZE	MIN. SIZ
MAIDENHAIRTREE WEITH DAVEY PISTACHE KADFORD' NEW BRADFORD PEAR	3	ACER RUBRUM REDPOINTE	RED POINT RED MAPLE	MODERATE	24" BOX
KEITH DAVEY PISTAGHE NEW BRADFORD PEAR	مر	GINKGD BILDBA SARATDDAY	MAIDENHAIR TREE	MODERATE	24" BOX
NEW BRADFORD PEAR	77	PISTACIA CHINENSIS 'KEITH DAVEY'	KEITH DAVEY PISTACHE	MOT	24" BOX
	>	PYRUS CALLERYANA 'NEW BRADFORD'	NEW BRADFORD PEAR	WODERATE	24" BOX
QUERCUS COCCINEA SOARLET OAK MODE	1	QUERCUS COCCINEA	SCARLET OAK	MODERATE	24" BOX

MWELO STATEMENT OF COMPLIANCE
THANGE GOAD-LIED WITH THE CRITERIA OF THE CITY OF ANT
WATER EFFICIENT LANDSCAPING ORDINANCE AND APPLED
ACCORDINGLY FOR THE EFFICIENT USE OF WATER IN TH
UNDSCAPE AND INSIGNATION DESIGNA PLANT

CALIFORNIA RANCH - 55 X 90 LOT



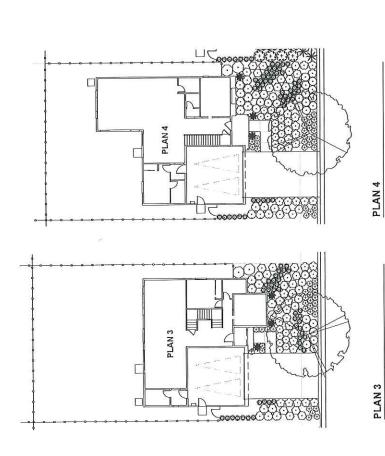
PROMENADE AT SAND CREEK
Antioch, California

TYPICAL LOT DESIGN JANUARY 2020

SCALE: 1" = 10-0"

L-7

E90





SYMBOL BOTANICAL NAME COMMON NAME ACES BUSINA REDPONTED RED POLYCLA CHARGES SYMPHOMEY RETHOUSE WAS TOOK OF RECEIVED WHICH CALLES WAS TOOK OF RECEIVED WHICH CALLES WAS TOOK OF RECEIVED WAS TOOK OF REPRESENCED WAS TOOK OF TO			
AGER RUBRIAN PEDPONTE CINKCO BILCON, "MANTOOAN PRINCA CHREUSONS NETH DAVE" PRINCE CALLERYANA NEW BRADFORD OUEROLD DODGINES.	COMMON NAME	WATER USE MIN. SIZE	MIN. SIZ
ANDFORD'	RED POINT RED MAPLE	MODERATE	24-B0X
KETTH DAVEY*	MAIDENHAIR TREE	MODERATE	24" BCX
NEW BRADFORD	KEITH DAVEY PISTACHE	NOT	24" BOX
	NEW BRADFORD PEAR	MODERATE	24" BOX
	ET OAK	MODERATE	24" BOX
2			

CALIFORNIA RANCH - 55 X 90 LOT

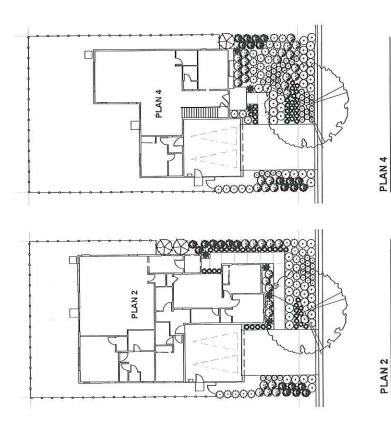


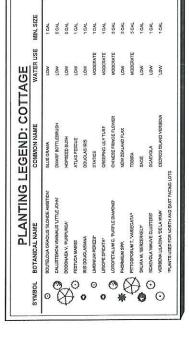
PROMENADE AT SAND CREEK
Antioch, California

TYPICAL LOT DESIGN JANUARY 2020

SCALE: 1" = 10"0"

<u>-</u>8





	MIN. SIZE	2¢* BOX	24" BOX	24*BOX	24*BOX	24*BDX
01	WATER USE MIN. SIZE	MODERATE	MODERATE	COW	NODERATE	MODERATE
E LEGEN	COMMON NAME	RED POINT RED MAPLE	MAIDENHAIR TREE	KEITH DAVEY PISTACHE	NEW BRADFORD PEAR	SCARLET OAK
STREET TREE LEGEND	BOTANICAL NAME	ACER RUBRUM 'REDPOINTE	GINKGD BILDBA 'SARATDGA'	PISTACIA CHINENSIS 'KEITH DAVE'	PYRUS CALLERYANA NEW BRADFORD"	DUERCUS COCCINEN
	SYMBOL	*	מק	7	\ \ \	Soften

COTTAGE - 55 X 90 LOT



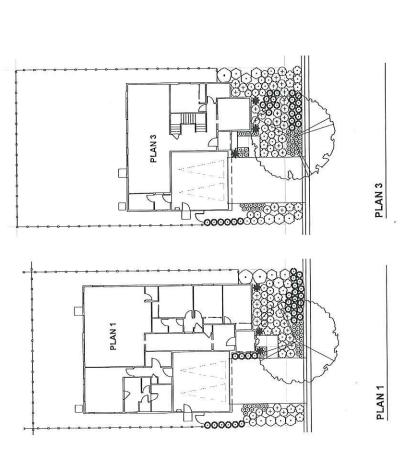
PROMENADE AT SAND CREEK
Antioch, California

JANUARY 2020

TYPICAL LOT DESIGN

SCALE: 1" = 10"-0"

F-9





SYMBOL BOTANICAL NAME COMMON NAME WATER USE MIN. SIZE ACER MENON WEDPOINTE RED POINT FIED MAYER. SY DOX MATCH MACHINET STATEMENT OF THE STATEMENT OF THE SY DOX PETILOL CHESTAN MENON STATEMENT OF THE SY BOX SY DOX PETILOL CHESTAN MENON SYDER SY BOX SY DOX PETILOL CHESTAN MENON SYDER SY BOX SY DOX PETILOL CHESTAN MENON SYDER SY BOX SYDER SY DOX PETILOL CHESTAN MENON SYDER SY BOX SYDER SY DOX SYDER SYDER SYDER SYDER SYDER SY DOX SYDER SY DOX PETILOL CHESTAN MENON SYDER

FARMHOUSE - 55 X 90 LOT



PROMENADE AT SAND CREEK
Antioch, California

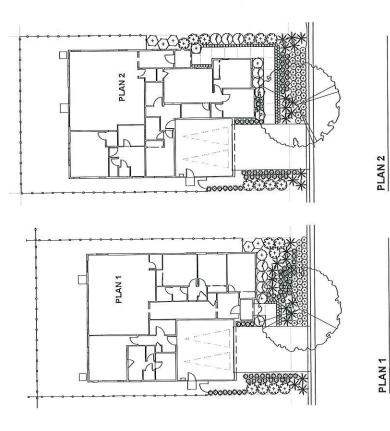


TYPICAL LOT DESIGN

JANUARY 2020







PLANTING LEGEND: SPANISH

YMBOL BOTANICAL NAME COMMON NAME WATER USE MIN. SIZE ACRES NATIONAL REPONITE REPONITED MALE NATIONAL REPONITE SEPONITE NATIONAL N		SIREEL INEE LEGEND	IL LEGEN	1	
ACER ROBRAN TECHONORE RED POINT RED MADE INDUCENTE CONCORDED ON THE MODERATE NUCLEARING THE CONCORDED ON THE MODERATE NUCLEARING THE CONCORDED ON THE CALLERY AND PROJECTION NEW PROJECTION NUCLEARING TOWN ADDRESS OF THE CALLERY AND PROJECTION NEW PROJECTION AND PROJECTION ADDRESS OF THE CALLERY AND	SYMBOL	BOTANICAL NAME	COMMON NAME	WATER USE	MIN. SIZE
WATER-WATER RECENTER WOOD WITH DAVIE 1957-GHE LOW AUCHORY NEW WOOD PENA VOSESNITE SCHALT DAY WOOD FINE WATER TO AN WOOD FINE THE PENAL THE PENAL TO AN WOOD FINE THE PENAL THE PEN	3	ACER RUBRUM REDPOINTE	RED POINT RED MAPLE	MODERATE	24"B0X
KETH DAVEY PISTACHE LOW NEW RRACFORD PEAR MODERATE SCHRET OAK MODERATE	مم	GINKGO BILDBA 'SARATOGA'	MAIDENHAIR TREE	MODERATE	24" BOX
NEW BRACHORD PEAR MODERATE SCARLET ONK MODERATE	77	PISTACIA CHINENSIS 'KEITH DAVEY'	KEITH DAVEY PISTACHE	MOT	24" BOX
SCARLET ONK MODERATE	\ \ \	PYRUS CALLERYANA 'NEW BRADFORD'	NEW BRADFORD PEAR	MODERATE	24" BOX
	7	QUERCUS COCCINEA	SCARLET OAK	MODERATE	X4-B0X
	2				

SPANISH - 55 X 90 LOT

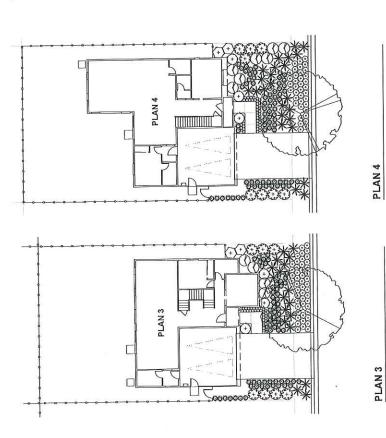


PROMENADE AT SAND CREEK
Antioch, California

TYPICAL LOT DESIGN JANUARY 2020



1-11





BOTANICAL NAME COMMON NAME WATER USE MI ACER RUBRAN TELEPOINTE RED POINT RED WATER USE CINCO BLOSK SARATORY MUDDANS TREE MYDRAC CHEMBERS WITH DANGY REPROPERTING PINTAL CHEMBERS WITH DANGY REPROPERTING PINTAL CHEMBERS WITH DANGY REPROPERTING AURENA COCONESS. SOART DAN WORSENTE	BOTANICAL NAME COMMON NAME ACER RUBRAN RESPONTE RESPONTED MUCENAL STATEMANT TO THE CALLETON NAME WANTED THE THREE COMMON NAME WANTED ON THE CALLETON NAME WANTED ON THE CALLETON STATEMANT TO THE CALLETON STATEMANT TO THE CALLETON STATEMANT TO THE CALLETON STATEMANT TO THE CALLETON STA				1	
RED POINT RED MAPLE MODERATE MANDEHARY TRIER MODERATE ANGEN MATCH BANK PRESTACE 1.00V ANGENT SCANAET DAX SCANAET DAX MODERATE SCANAET DAX MODERATE	RED POUNT RED WADEL WADER-WATTEE WODERATE ACTION WERE WEIGHTONEY PERSON REALER DAY REALE	SYMBOL	BOTANICAL NAME	COMMON NAME	WATER USE	MIN. SIZ
MADEN-MARTREE MODERATE ANEY KETH DAVEY HISTACHE LOW MODERATE SOARLET DAX MODERATE SOARLET DAX MODERATE	MADDRAMR TREE MODERATE ADDROC NEW BULDGORE LOW ADDROCY NEW BULDGOR PER MODERATE SCALLET DAK MODERATE	غ ج	ACER RUBRUM REDPOINTE	RED POINT RED MAPLE	MODERATE	24" BOX
KEITH DAVEY PISTACHE LOW NEW BRADFORD PEAR MODERATE SCARLET DAK MODERATE	KETH DAVEY PISTACHE NEW BRADFORD PEAR SCARLET DAK MODERATE SCARLET DAK	مر	GINKGO BILOBA SARATDGA"	MAIDENHAIR TREE	MODERATE	24" BOX
NEW BRADFORD PEAR MODERATE SCARLET DAK MODERATE	NEW BRADFORD PEAR MODERATE SCARLET DAK MODERATE	77	PISTACIA CHENENSIS IXEITH DAVEY	KEITH DAVEY PISTACHE	TOW	24"BDX
SCARLET DAK MODERATE	SCARLET DAK MDDERATE	\ \ \	PYRUS CALLERYANA 'NEW BRADFORD'	NEW BRADFORD PEAR	MODERATE	24" BOX
		,	QUERCUS COCCINEA	SCARLET DAK	MODERATE	24" BOX

SPANISH - 55 X 90 LOT

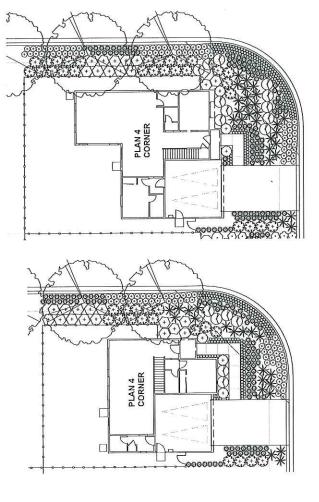


PROMENADE AT SAND CREEK
Antioch, California

TYPICAL LOT DESIGN JANUARY 2020

L-12
Project No. 11417

E95



WATER USE MIN, SIZE PLANTING LEGEND: SPANISH **BOTANICAL NAME** SYMBOL

	STREET TREE LEGEND	E LEGENI	O.	
SYMBOL	BOTANICAL NAME	COMMON NAME	WATER USE	MIN. SIZE
3	ACER RUBRUM REDPOINTE	RED POINT RED MAPLE	MODERATE	24' BOX
مر	GINKGO BILOBA 'SARATOCA'	MAJDENHAIR TREE	WODERATE	24*BOX
77	PISTACIA CHINENSIS 'XEITH DAVEY'	KEITH DAVEY PISTACHE	NOT	24" BOX
\ \ \	PYRUS CALLERYANA 'NEW BRADFORD'	NEW BRADFORD PEAR	MODERATE	24" BOX
30	QUERCUS COCCINEA	SCARLETOAK	MODERATE	24"BDX
7				

PLAN 4 CORNER (55 X 90 LOT)

PLAN 4 CORNER (50 X 80 LOT)

SPANISH



PROMENADE AT SAND CREEK
Antioch, California

TYPICAL CORNER LOT DESIGN JANUARY 2020

SCALE: 1" = 10'-0"

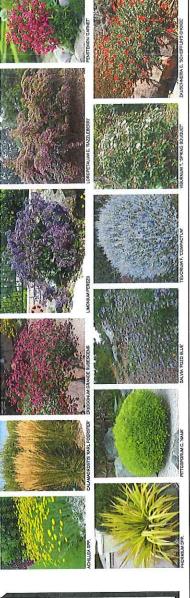
L-13

STREET TREE LEGEND SYMBOL





OTANIC	SYMBOL BOTANICAL NAME	COMMON NAME	WATER USE	MIN. SIZE
ACHILLEA SPP.	ě	YARROW	TOW	10AL
NAMAGR	CALAMAGROSTIS X ACUFLORA WARL FOERSTER	KARL FOERSTER FEATHER REED GRASS	row	JOAL
NOCOL	ERIDCONUM GRANDE RUBESCENS	SAN WOULD ISLAND BUCKWHEAT	MOT	1 GAL
LIMONTUM PEREZII*	EREZII*	STATICE	MODERATE	1 OAL
DROPETAL	LOROPETALUM C. 'RAZZLEBERRI'	CHINESE FRINCE FLOWER	MODERATE	SCAL
BUSTEVO	PENSTEWON CARNET	GARDEN PENSTEMBN	MODERATE	TON
PHORMIUM SPP.	SPP.	NEW ZEALAND FLAX	MOT	SCAL
TTOSPOR	PITTOSPORUMO, NANA"	KARD PITTOSPORUM	MODERATE	SCAL
SALVIA POZO BLUE	to BLUE	POZO BLUE SAGE	MOT	1 CAL
EUCRIUM	TEUCRIUM FRUTICANS COMPACTUM	BUSH GERMANDER	MOT	SOAL
BURNUM	VIBURNUM TINUS SPRING BOUGUET*	VIBURNUM	MODERATE	SGAL
AUSCHNE	ZAUSCHNERIA C, 'SCHEIFFLIN'S CHOICE'	CALIFORNIA FLICHDIA	MOT	1 OAL



		Total Control	THE POST OFFICE	TAIN ONL
BOTANICAL NAME		COMMON NAME	WAIERUSE	MIN. SILE
BOUTELOUA GRACILIS 'BLONDE AMBITION'	DE AMBITION"	BLUE GRAWA	MOT	1 GAL
CALLISTEMON VIMINALISTITTE JOHN	TE JOHN	DWARF BOTTLEBRUSH	MOT	SCAL
DODONAEA V. PURPUREA'		HOPSEED BUSH	NOT	SCAL
FESTUDA MAIREI		ATUAS FESCUE	row	1 CAL
RIS DOUGLASIANA		DOUGLAS IRIS	LOW	1 GAL
UMONIUM PEREZIF		STATICE	MODERATE	12
IRIOPE SPICATA*		CREEPING LILY TURF	MODERATE	101
LOROPETALUM C. PURPLE DIAMOND	IAMOND"	CHINESE FRINCE FLOWER	MODERATE	SCAL
PHORMUM SPP.		NEW ZEALAND FLAX	LOW	SCAL
PITTOSPORUM T. VARIECATA**	1	TOBIRA	WODERATE	SGAL
SALVIA M, 'BERZERKELY'		SAGE	WOT	2
SCAEVOLA 'MAUVE CLUSTERS'	62	SCAEVOLA	NOT	1 CAL
SAME AND THE STATE OF THE STATE	.00	AVINDBUY CAL PRODUCTO	WC I	CAL





PROMENADE AT SAND CREEK
Antioch, California



L-14

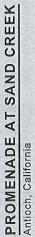


PLANTING LEGEND: FARMHOUSE



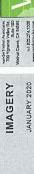
BOTANICAL NAME	COMMON NAME	WATER USE MIN. SIZE	MIN. SIZE
ANICOZANTHOS "KANGA RED"	KANGARDO PAW	WOTI	1 GAL
CALAMAGROSTIS A, YARL FOERSTER	FEATHER REED GRASS	NOT	1 CAL
EPILOBIUM CANUM CATALINA"	FIREMEED	FOW	1 CAL
HELIANTHEMUM N, "HENRELD BRILLIANT"	SUNNOSE	WODERATE	1 CAL
HESPERALDE PARVIFLORA 'SLIRPRISE BOUGUET	RED YUCCA	MOT	1 GAL
LEGNOTIS LEGNURUS.	UDNSTAL	MOT	SGAL
LOROPETALUM C. "RAZZLEBERRI"	CHINESE FRINCE PLOWER	MODERATE	5 GAL
MIMULUS AURANTIAGUS*	STICKY MONKEY FLOWER	row	1 GAL
PHORMIUM T, FIREBIRD	NEW ZEALAND FLAX	row	SCAL
RHAMMUS CALIFORNICA "EVE CASE"	COFFEE BERRY	MOT	SCAL
RHAPHICLEPIS I, "SPRING RAPTURE"	INDIA HAWTHORN	WODERATE	SCAL
STACHYS BYZANTINA*	LAMB'S EARS	NOT	1 GAL
WESTRINGIA FRUTICOSA	COASTAL ROSEMARY	MOT	SCAL
PLANTS USED FOR NORTH AND EAST FACING LDTS	so.		

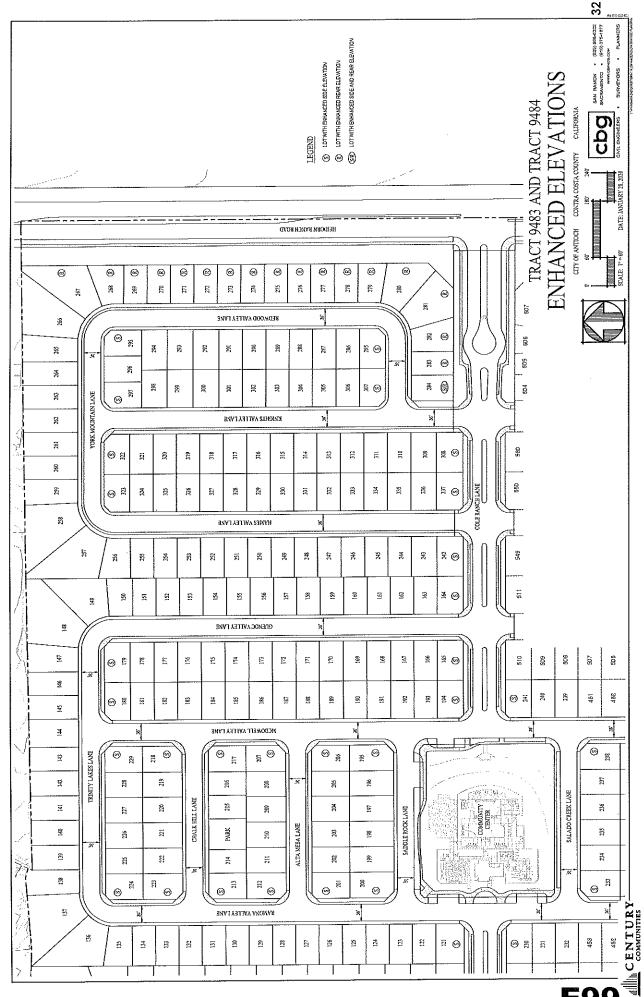




CENTURY







E99

ATTACHMENT "F"

Century Communities has made a business decision to eliminate the Active Adult restriction on the homes in tract 9482 & 9483. In order to make the homes more appealing and more affordable for families, we are proposing ten new floor plans. We will offer four floor plans with three elevations per plan for the homes in tract 9482 (the C lots). Tracts 9483 & 9484 (the B lots) will share a collection of six plans with three elevations. Each of the ten plans will offer a Spanish and California Ranch elevation. The third plan will be either a Cottage or Farmhouse elevation.

CIELO – PRIOR APPROVED ARCHITECTURAL ELEVATIONS VS PROPOSED ARCHITECTURAL ELEVATIONS

SPANISH - THIS STYLE USES 'S' PROFILE ROOF TILE, LOW PITCHED, GABLES, PRIMARILY STUCCO ELEVATION WITH OCCASIONAL ARCH FORMS.

IN THE PROPOSED ELEVATIONS — WE HAVE INCORPORATED ALL OF THE ABOVE FROM THE PREVIOUS SUBMITTAL AND INTRODUCED BANDING IN LIEU OF THE STUCCO WAINSCOT, COLORFUL TILE ACCENTS IN LIEU OF THE CLAY PIPES AND ADDED SIDING ACCENTS BELOW WINDOWS FOR ADDITIONAL TEXTURE.

CALIFORNIA RANCH — THIS STYLE USES LOW PITCH GABLE ROOF FORMS, IS PRIMARILY A STUCCO ELEVATION WITH SIDING ACCENTS, AND INCORPORATES WOOD POSTS AND SHUTTERS. IN THE PROPOSED ELEVATIONS — WE HAVE KEPT THE ELEMENTS FROM THE PREVIOUS SERIES BUT REVISED THE ROOF TILE TO BE A FLAT ROOF TILE, ADDED GLASS IN THE GARAGE DOORS AND AUGMENTED ALL ELEVATIONS WITH STONE MASONRY.

COTTAGE — THIS STYLE UTILIZES A STEEPER ROOF PITCH, AND IS A COMBINATION OF HIPS AND GABLES, STUCCO BODY WITH SIDING AND STONE ACCENTS AND INCORPORATES SHUTTERS.
BOTH ORIGINAL AND PROPOSED ARE SIMILAR AND HAVE VARYING APPLICATIONS OF THE SAME MATERIALS — STUCCO, LAP SIDING AND STONE. OUR NEW ELEVATIONS INCORPORATE A "JERKINHEAD" — THE CLIPPED ENDS ON A GABLE ROOF WHICH BREAKS UP THE ROOF FORM AND MAKES FOR A BETTER STREET SCENE.

FARMHOUSE – THIS STYLE CONSISTS OF STEEPER ROOFS WITH FLAT TILE, A MAINLY STUCCO BODY WITH ACCENTS OF BOARD AND BATT SIDING, BRICK ACCENTS, WOOD POSTS AND LOUVERED SHUTTERS. IN THE PROPOSED ELEVATIONS – WE HAVE INCORPORATED THE MATERIALS PER ABOVE LIKE THE PREVIOUS SUBMITTAL HAD, AND WE HAVE ADDED DECORATIVE LIGHTING FIXTURES IN SOME GABLE ENDS AS IS APPLICABLE.

DIFFERENCES IN PREVIOUSLY APPROVED ARCHITECTURE VS PROPOSED ARCHITECTURE

The previously approved product offered many room configuration options, including the opportunity to add a 2nd floor living space. The proposed plans offer a few simple options (loft to a bedroom and a five piece bath configuration) which do not affect square footage. We are not offering the California Room or covered patio option.

Our two story homes are typically greater than 84% of the first floor, but all have some degree of setback from the front of the home. There is an opportunity to provide a greater front setback on certain lots.

The attached table provides more information to help compare the plans.

REVISED CIELO AMENITY PARCEL

Century Communities received Design Approval for the amenity parcel in 2018. We intended this parcel to be used and funded by the "active adult" members of the Cielo community through a separate Home Owners Association (HOA). Before construction began on the amenity parcel, a business decision was made to open the use of the amenity parcel to the entire Cielo community and to eliminate the age restriction portion of the project. This decision triggered a subsequent change to the amenity parcel to provide more age appropriate features for families. By redesigning the features, we were also able to reduce the amenity parcel maintenance costs to the association. Lower association dues provide an opportunity for more families to buy at Cielo.

The parcel is conveniently located in the center of the community. It will provide an attractive focal point from either entry into the community. We hope it will encourage neighbors to spend time together and make new friends. The new amenity parcel design includes the following:

- A fenced tot lot with age appropriate play equipment
- A 2,000sf community building with a catering kitchen, restrooms and a meeting area
- A fenced pool and spa
- Open space for gathering and passive use with sod and drought tolerant landscape
- Barbecue areas with tables and seating, shade umbrellas and trellises
- Central mailbox locations on the north and west sides

We hope to begin construction in June 2020 with completion by the end of the year.

	Previously Approved	Revised	Previously Approved	Revised
		B type 50 x 80		
	B type 50 x 80 tracts	tracts 9483 &	C Type 55 x 90	C Type 55 x 90
Lot Types	9483 & 9484	9484	tract 9482	tract 9482
	Tract 9483 - 1,989 - 3,073sf		.	
	Tract 9484 - 1,508 -	B 1,556 - 2,452		
Size range	2,481sf	sf	1,766 - 2,773 sf	2,051 - 2,711 sf
Number of Plans	10	6	5	4
Majority Garage Back				
Plans	yes	yes	yes	yes
Roof pitch variety	yes	yes	yes	yes
Single level plan (not				
required if no age / restriction)	B1 - O B2 - 3 (30%)	B - 1 (16%)	5 (100%)	2 (50%)
Lot coverage <.54 B/C				
lots 2 story	yes	yes	yes	yes
Lot coverage < .60 SS				
on C	yes	yes	yes	yes
6' Porches	yes	yes	yes	yes
		yes - Ranch	yes - Spanish	yes - Ranch
Glass in Garage Door	yes - Spanish Style	Style	Style	Style



STAFF REPORT TO THE PLANNING COMMISSION

DATE:

Regular Meeting of May 6, 2020

SUBMITTED BY: Kevin Scudero, Associate Planner

APPROVED BY:

Forrest Ebbs, Community Development Director

SUBJECT:

AMCAL Family/Senior Apartments Development Agreement

RECOMMENDED ACTION

It is recommended that the Planning Commission approve the resolution recommending that the City Council adopt an ordinance approving the development agreement between the City of Antioch and AMCAL Antioch Fund, LP.

DISCUSSION

Request

AMCAL Antioch Fund, LP is requesting approval of a development agreement with the City of Antioch for their previously approved multi-family residential project located southwest of the intersection of East Eighteenth Street and Holub Lane (APN 051-200-025)



Environmental

On May 14, 2019 the Antioch City Council approved the Initial Study/Mitigated Negative Declaration (IS/MND) for the AMCAL Family/Senior Apartments Project which determined that all impacts would be reduced to a less than significant level with the implementation of mitigation measures. The proposed development agreement is consistent with the project analyzed in the IS/MND; therefore, no further environmental review is required.

Background

On May 14, 2019 the Antioch City Council approved an IS/MND, a rezone from Planned Development (PD-08-06), to High Density Residential (R-25) and Senior Housing Overlay District (SH), a Senior Housing Density Bonus, Lot Merger, Use Permit and Design Review for the development of the AMCAL Family/Senior Apartments Project. The approval of the AMCAL Family/Senior Apartments project contained conditions of approval that required the developer to provide funding for police and fire services. The following conditions were included in City Council Resolution No. 2019/74 (Attachment C):

- Condition of Approval J4: Prior to or concurrent with recordation of the lot merger, the applicant shall annex into CFD 2018-02 (Police Protection) for senior and multifamily units or execute an alternative agreement with the City of Antioch that provides funding for police services equivalent to those that would be assessed through annexation into CFD 2018-02.
- Condition of Approval L29: The applicant shall agree to participate and/or assist in the formation of Community Facilities District (CFD) to fund the incremental cost of fire protection and ambulance service delivery. At minimum, the applicant shall remit payment equivalent to five (5) years of participation prior to occupancy of the building. The specific values and terms of such arrangement shall be formalized in any forthcoming Development Agreement.

Development Agreement

A Development Agreement is a contractual device used to memorialize terms between an agency and a developer/applicant related to the entitlement of a development project. The Development Agreement has a broad range of applications and is typically used to define terms related to subdivisions, to address financial impacts of a development and to provide assurance to the developer commensurate with the financial risk of the project.

In this case, the Development Agreement is being used to memorialize the terms required by the Conditions of Approval and to provide greater specificity and legal commitments than are appropriate for a Condition of Approval. The Development Agreement (Exhibit A to Attachment B) between the City of Antioch and AMCAL Antioch Fund, LP is for a 15-year term and contains provisions for police services funding, fire services funding and public improvements. The developer has agreed to provide a lump sum payment of \$1,281,345.00 for police services and \$242,138.00 for fire services. The lump sum payment for police services is being made in lieu of immediate annexation into the Police Services CFD and is equivalent to the fifteen years' worth of payments with escalation. Fifteen years from the date these payments are made, the developer will be required to annex into the established CFD's for police services. The lump sum payment for fire services will be directed to the Contra Costa County Fire Protection District and will be used, in part, to establish a fire protection CFD similar to the City of Antioch Police Services CFD.

ATTACHMENTS

- A. Resolution
- B. Draft Ordinance (Exhibit A Development Agreement)
- C. City Council Resolution No. 2019/74

ATTACHMENT "A"

ATTACHMENT A

PLANNING COMMISSION RESOLUTION NO. 2020-**

RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF ANTIOCH RECOMMENDING THE CITY COUNCIL ADOPT AN ORDINANCE APPROVING A DEVELOPMENT AGREEMENT BETWEEN THE CITY OF ANTIOCH AND AMCAL ANTIOCH FUND, LP FOR THE AMCAL FAMILY/SENIOR APARTMENTS PROJECT

WHEREAS, the Planning Commission for the City of Antioch did receive a request for approval of a development agreement from AMCAL Antioch Fund, LP to provide funding for police and fire protection services. The project site is located southwest of the intersection of East Eighteenth Street and Holub Lane (APN 051-200-025); and,

WHEREAS, to strengthen the public planning process, encourage private participation in comprehensive planning and reduce the economic risk of development, the Legislature of the State of California adopted Section 65864, *et. seq.* of the Government Code, which authorizes the City of Antioch to enter into an agreement with any person having a legal of equitable interest in real property providing for the development of such property in order to establish certainty in the development process; and,

WHEREAS, the City of Antioch previously adopted an implementing ordinance (Article 32 of the Zoning Ordinance) authorizing and regulating the use of Development Agreements; and

WHEREAS, the City of Antioch and AMCAL Antioch Fund, LP have negotiated the Development Agreement attached as Exhibit A to Attachment B; and

WHEREAS, the proposed Development Agreement complies with the requirements of Article 32 of the City of Antioch Zoning Code; and

WHEREAS, on May 14, 2019 the City Council approved the Initial Study/Mitigated Negative Declaration ("IS/MND)") and Mitigation Monitoring and Reporting Program ("MMRP") for the AMCAL Family/Senior Apartments Project and the proposed Development Agreement and the terms contained therein do not amend the project; therefore, in accordance with the California Environmental Quality Act (CEQA) Guidelines Section 15162, a subsequent environmental document is not required; and

WHEREAS, the Planning Commission duly gave notice of public hearing as required by law; and,

WHEREAS, the Planning Commission on May 6, 2020, duly held a public hearing, received and considered evidence, both oral and documentary; and,

NOW THEREFORE IT BE RESOLVED that in recommending approval to the City Council of the Development Agreement between the City of Antioch and AMCAL Antioch

RESOLUTION NO. 2020-** May 6, 2020 Page 2

Fund, LP, that the Planning Commission does hereby make the following findings, which are based on its review and consideration of the entire record, including the recitals above and any oral or written testimony provided at the hearing:

- There have been no substantial changes to the project through the Development Agreement. Therefore, the AMCAL Family/Senior Apartments IS/MND and MMRP are the appropriate environmental documents for the proposed project.
- 2. The Development Agreement is consistent with the General Plan, as it carries out the purposes of the General Plan and is consistent with the land use and development designation in such plans.

NOW THEREFORE BE IT RESOLVED that the Planning Commission of the City of Antioch recommends the City Council adopt an ordinance approving the Development Agreement between the City of Antioch and AMCAL Antioch Fund, LP for the AMCAL Family/Senior Apartments Project, in the form attached as Exhibit A to Attachment B, subject to such changes as may be approved by the City Council.

* * * * * * * *

I HEREBY CERTIFY the foregoing resolution was duly adopted by the Planning Commission of the City of Antioch at a regular meeting thereof held on the 6th day of May 2020.

Forrest Ebbs

ATTACHMENT "B"

ATTACHMENT B

ORDINANCE NO. ____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ANTIOCH APPROVING A DEVELOPMENT AGREEMENT BETWEEN THE CITY OF ANTIOCH AND AMCAL ANTIOCH FUND, LP, FOR THE AMCAL FAMILY/SENIOR APARTMENTS PROJECT

The City Council of the City of Antioch does ordain as follows:

<u>Section 1.</u> To strengthen the public planning process, encourage private participation in comprehensive planning and reduce the economic risk of development, the Legislature of the State of California adopted Section 65864, *et. seq.* of the Government Code, with authorizes the City of Antioch ("City") to enter into an agreement with any person having a legal or equitable interest in real property providing for the development of such property in order to establish certainty in the development process.

<u>Section 2.</u> The City of Antioch previously adopted an implementing ordinance (Article 32 of the Zoning Ordinance) authorizing and regulating the use of Development Agreements.

Section 3. The Planning Commission conducted a duly noticed public hearing on May 6, 2020 at which it recommended to the City Council that the Development Agreement be approved. The City Council held a duly noticed public hearing on at which all interested persons were allowed to address the Council on the Development Agreement.

Section 4. The City Council finds that the Development Agreement is consistent with the City's General Plan as well as all provisions of the City's Zoning Ordinance and Municipal Code. The City Council finds that the Development Agreement implements General Plan objectives by providing housing opportunities and needed infrastructure. The Development Agreement will not be detrimental to the health, safety and general welfare and will not adversely affect the orderly development of property or the preservation of property values. The City Council has considered the effect of the Development Agreement on the housing needs of the region in which the City is situated and has balanced these needs against the public service needs of its residents and available fiscal and environmental resources by requiring funding for police and fire services.

<u>Section 5.</u> An Initial Study/Mitigated Negative Declaration was adopted for the proposed project. The City Council has concluded that there have been no substantial changes to the project through the Development Agreement and there are no new significant environmental effects or an increase in previously identified effects. In addition, there is no new information of substantial importance which was

RESOLUTION NO. 2020-** May 6, 2020 Page 2

not known and could not have been known which shows new significant environmental effects. Therefore, no subsequent or supplemental environmental review is required under CEQA Guidelines Section 15162.

•									
Section 6. approved, subje		ınd clari	fying re	visions	approv	ed by	the City	y Mana	ger and
City Attorney, and the City of Antio	•	Manage	r is auth	orized	and di	rected	to sign	it on b	ehalf of
	*	*	*	*	*	*	*	*	
I HEREBY (meeting of the City passed and adopte	Council of t	the City	of Antic	och, he	ld on t	he _ d	ay of $_$, 20	020, and
AYES:									
NOES:									
ABSENT:									
ATTEST:			Se	an Wr	ight, M	ayor o	of the (City of	Antioch
Arne Simonsen, C	ity Clerk of	the Cit	y of An	tioch	_				

EXHIBIT A

RECORDING REQUESTED BY AND WHEN RECORDED RETURN TO:

City of Antioch 200 H Street Antioch, CA 94509-1285 Attn: City Clerk

(Space Above This Line Is for Recorder's Use Only)

This Agreement is recorded at the request and for the benefit of the City of Antioch and is exempt from the payment of a recording fee pursuant to Government Code §§ 6103 and 27383.

DEVELOPMENT AGREEMENT

Between

CITY OF ANTIOCH

And

AMCAL ANTIOCH FUND, LP

(3560 East 18th Street)

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DEVELOPMENT AGREEMENT

(Pursuant to California Government Code sections 65864-65869.5)

This DEVELOPMENT AGREEMENT (the "Agreement") is dated for reference purposes as of, 2020 (the "Agreement Date") and is entered into by and between the City of Antioch ("City") and AMCAL Antioch Fund, LP, a California limited partnership ("Owner" and collectively with the City, the "Parties") with reference to the following recitals of fact				
<u>RECITALS</u>				
A. Owner is the owner of that certain real property located in the City of Antioch, California located at 3560 East 18th Street, Antioch, CA 94509 (the "Property"). The Property is more particularly described in the legal description attached hereto as Exhibit A and is depicted on the site map attached hereto as Exhibit B .				
B. In order to encourage investment in, and commitment to, comprehensive planning and public facilities financing, strengthen the public planning process and encourage private implementation of the local general plan, provide certainty in the approval of projects in order to avoid waste of time and resources, and reduce the economic costs of development by providing assurance to property owners that they may proceed with projects consistent with existing land use policies, rules, and regulations, the California Legislature adopted California Government Code sections 65864-65869.5 (the "Development Agreement Statute") authorizing cities and counties to enter into development agreements with persons or entities having a legal or equitable interest in real property located within their jurisdiction.				
C. In recognition of the significant public benefits that this Agreement provides, the City Council has found that this Agreement: (i) is consistent with the City of Antioch General Plan as of the date of this Agreement; (ii) is in the best interests of the health, safety, and general welfare of City, its residents, and the public; (iii) is entered into pursuant to, and constitutes a present exercise of, City's police power; and (iv) is consistent and has been approved consistent with provisions of California Government Code section 65867 and the City of Antioch Municipal Code.				
D. [On, the City's Planning Commission held a public hearing on this Agreement, made findings and determinations with respect to this Agreement, and recommended to the City Council that the City Council approve this Agreement.]				
E. [On, the City Council also held a public hearing on this Agreement and considered the Planning Commission's recommendations and the testimony and information submitted by City staff, Owner, and members of the public. On, consistent with applicable provisions of the Development Agreement the City Council adopted its Ordinance No (the "Adopting Ordinance"), finding this Agreement to be consistent with the City of Antioch General Plan and approving this Agreement.]				
AGREEMENT				

NOW, THEREFORE, City and Owner agree as follows:

B7

1. <u>Definitions</u>. In addition to any terms defined elsewhere in this Agreement, the following terms when used in this Agreement shall have the meanings set forth below:

"Action" shall have the meaning ascribed in Section 9.10 of this Agreement.

"Adjoining Properties" shall have the meaning ascribed in Section 4.2 of this Agreement.

"Adopting Ordinance" shall mean City Council Ordinance No. _____ approving and adopting this Agreement.

"Agreement" shall mean this Development Agreement, as the same may be amended from time to time.

"Agreement Date" shall mean the date first written above, which date is the date the City Council adopted the Adopting Ordinance.

"CEQA" shall mean the California Environmental Quality Act (California Public Resources Code sections 21000-21177) and the implementing regulations promulgated thereunder by the Secretary for Resources (California Code of Regulations, Title 14, section 15000 et seq.), as the same may be amended from time to time.

"CFD No. 2018-02" shall mean City of Antioch Community Facilities District No. 2018-02 (Police Protection) (County of Contra Costa).

"CFD No. 2018-02 Fees" shall mean the then applicable fees and assessments payable to CFD No. 2018-02 by taxable properties within CFD No. 2018-02.

"<u>City</u>" shall mean the City of Antioch, and any successor or assignee of the rights and obligations of the City of Antioch hereunder.

"City Council" shall mean the governing body of City.

"<u>City's Affiliated Parties</u>" shall have the meaning ascribed in Section 11.1 of this Agreement.

"Claim" shall have the meaning ascribed in Section 11.1 of this Agreement.

"Cost Certification" shall have the meaning ascribed in Section 4.2.1 of this Agreement.

"Cure Period" shall have the meaning ascribed in Section 9.1 of this Agreement. "Default" shall have the meaning ascribed to that term in Section 9.1 of this Agreement.

"Develop" or "Development" shall mean to improve or the improvement of the Property for the purpose of completing the structures, improvements, and facilities comprising the Project, including but not limited to: grading; the construction of infrastructure and public facilities related to the Project, whether located within or outside the Property; the construction of all of the private improvements and facilities comprising the Project; the preservation or restoration, as required of natural and man-made or altered open space areas; and the installation of landscaping. The terms "Develop" and "Development," as used herein, do not include the maintenance, repair, reconstruction,

replacement, or redevelopment of any structure, improvement, or facility after the initial construction and completion thereof.

"<u>Development Agreement Statute</u>" shall mean California Government Code sections 65864-65869.5, inclusive.

"<u>Development Exactions</u>" shall mean any requirement of City in connection with or pursuant to any ordinance, resolution, rule, or official policy for the dedication of land, the construction or installation of any public improvement or facility, or the payment of any fee or charge in order to lessen, offset, mitigate, or compensate for the impacts of Development of the Project on the environment or other public interests.

"Development Plan" shall mean all of the land use entitlements, approvals and permits approved by the City for the Project on or before the Agreement Date, as the same may be amended from time to time consistent with this Agreement.

"Development Regulations" shall mean the following regulations as they are in effect as of the Effective Date and to the extent they govern or regulate the development of the Property, but excluding any amendment or modification to the Development Regulations adopted, approved, or imposed after the Effective Date that impairs or restricts Owner's rights set forth in this Agreement, unless such amendment or modification is expressly authorized by this Agreement or is agreed to by Owner in writing; the General Plan; the Development Plan; and, to the extent not expressly superseded by the Development Plan or this Agreement, all other land use and subdivision regulations governing the permitted uses, density and intensity of use, design, improvement, and construction standards and specifications, procedures for obtaining required City permits and approvals for development, and similar matters that may apply to Development of the Project on the Property during the Term of this Agreement. Notwithstanding the foregoing, the term "Development Regulations," as used herein, does not include any City ordinance, resolution, code, rule, regulation or official policy governing any of the following: (i) the conduct of businesses, professions, and occupations; (ii) taxes and assessments; (iii) the control and abatement of nuisances; (iv) the granting of encroachment permits and the conveyance of rights and interests which provide for the use of or the entry upon public property, or (v) the exercise of the power of eminent domain.

"Effective Date" shall mean the date first written above, which date is the date the City Council adopted the Adopting Ordinance.

"Environmental Laws" shall mean all federal, state, regional, county, municipal, and local laws, statutes, ordinances, rules, and regulations which are in effect as of the Agreement Date, and all federal, state, regional, county, municipal, and local laws, statutes, rules, ordinances, rules, and regulations which may hereafter be enacted and which apply to the Property or any part thereof, pertaining to the use, generation, storage, disposal, release, treatment, or removal of any Hazardous Substances, including without limitation the following: the Comprehensive Environmental Response Compensation and Liability Act of 1980, 42 U.S.C. Sections 9601, et seq., as amended ("CERCLA"); the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act of 1976, 42 U.S.C. Sections 6901, et seq., as amended ("RCRA"); the Emergency Planning and Community Right to Know Act of 1986, 42 U.S.C. Sections 1001 et seq., as amended; the Hazardous Materials Transportation Act, 49 U.S.C. Section 1801, et seq., as amended; the Clean Air Act, 42 U.S.C. Sections 7401, et seq.,

as amended; the Clean Water Act, 33 U.S.C. Section 1251, et seq., as amended; the Toxic Substances Control Act, 15 U.S.C. Sections 2601, et seq., as amended; the Federal Insecticide, Fungicide and Rodenticide Act, 7 U.S.C. Sections 136, et seq., as amended; the Federal Safe Drinking Water Act, 42 U.S.C. Sections 300f, et seq., as amended; the Federal Radon and Indoor Air Quality Research Act, 42 U.S.C. Sections 7401, et seq., as amended; the Occupational Safety and Health Act, 29 U.S.C. Sections 651, et seq., as amended; and California Health and Safety Code Section 25100, et seq.

"<u>Future Development</u>" shall have the meaning ascribed in Section 4.2 of this Agreement.

"General Plan" shall mean City's General Plan adopted by the City Council on _____, 20__, by Resolution No. _____, excluding any amendment after the Effective Date that impairs or restricts Owner's rights set forth in this Agreement, unless such amendment is expressly authorized by this Agreement, is authorized by Sections 9 or 10 hereof, or is specifically agreed to by Owner.

"<u>Hazardous Substances</u>" shall mean any toxic substance or waste, pollutant, hazardous substance or waste, contaminant, special waste, industrial substance or waste, petroleum or petroleum-derived substance or waste, or any toxic or hazardous constituent or additive to or breakdown component from any such substance or waste, including without limitation any substance, waste, or material regulated under or defined as "hazardous" or "toxic" under any Environmental Law.

"Mortgage" shall mean a mortgage, deed of trust, sale and leaseback arrangement, or any other form of conveyance in which the Property, or a part or interest in the Property, is pledged as security and contracted for in good faith and for fair value.

"Mortgagee" shall mean the holder of a beneficial interest under a Mortgage or any successor or assignee of the Mortgagee.

"Notice of Default" shall have the meaning ascribed in Section 9.1 of this Agreement.

"Owner" shall mean AMCAL Antioch Fund, LP, a California limited partnership, and any successor or assignee to all or any portion of the right, title, and interest of AMCAL Antioch Fund, LP in and to ownership of all or a portion of the Property.

"Party" or "Parties" shall mean either City or Owner or both, as determined by the context.

"Project" shall mean all on-site and off-site improvements that Owner is authorized and/or required to construct with respect to each parcel of the Property, as provided in this Agreement and the Development Regulations, as the same may be modified or amended from time to time consistent with this Agreement and applicable law.

"Property" is described in Exhibit A and depicted on Exhibit B.

"Public Benefit Fee (Fire)" shall have the meaning ascribed in Section 3.1.2 of this Agreement.

"Public Benefit Fee (Fire) Payment Date" shall mean the earlier to occur of (i) the issuance of the certificate of occupancy for the final building in the Project or (ii) thirty-six (36) months from the issuance of the first building permit for the Project.

"Public Benefit Fee (Police)" shall have the meaning ascribed in Section 3.1.1 of this Agreement.

"Public Benefit Fee (Police) Payment Date" shall mean the earlier to occur of (i) the issuance of the certificate of occupancy for the final building in the Project or (ii) thirty-six (36) months from the issuance of the first building permit for the Project.

"Public Benefit Fees" shall mean, collectively, the Public Benefit Fee (Fire) and the Public Benefit Fee (Police).

"<u>Public Improvement</u>" shall have the meaning ascribed in Section 4.1 of this Agreement.

"Subsequent Development Approvals" shall mean all discretionary development and building approvals that Owner is required to obtain to Develop the Project on and with respect to the Property after the Agreement Date consistent with the Development Regulations and this Agreement (if any), with the understanding that except as expressly set forth herein City shall not have the right subsequent to the Effective Date and during the Term of this Agreement to adopt or impose requirements for any such Subsequent Development Approvals that do not exist as of the Agreement Date.

"Term" shall have the meaning ascribed in Section 2.4 of this Agreement.

"Termination Date" shall have the meaning ascribed in Section 2.4 of this Agreement.

"Transfer" shall have the meaning ascribed in Section 12 of this Agreement.

2. General Provisions.

- 2.1 <u>Plan Consistency, Zoning Implementation</u>. This Agreement and the Development Regulations applicable to the Property will cause City's zoning and other land use regulations for the Property to be consistent with the General Plan.
- 2.2 <u>Binding Effect of Agreement</u>. The Property is hereby made subject to this Agreement. Development of the Property is hereby authorized and shall be carried out in accordance with the terms of this Agreement.
- 2.3 Owner Representations and Warranties Regarding Ownership of the Property and Related Matters Pertaining to this Agreement. Owner and each person executing this Agreement on behalf of Owner hereby represents and warrants to City as follows: (i) that Owner is the owner of the fee simple title to the Property; (ii) if Owner or any co-owner comprising Owner is a legal entity that such entity is duly formed and existing and is authorized to do business in the State of California; (iii) if Owner or any co-owner comprising Owner is a natural person that such natural person has the legal right and capacity to execute this Agreement; (iv) that all actions required to be taken by all persons and entities comprising Owner to enter into this Agreement have been taken and that Owner has the legal authority to enter into this Agreement; (v) that Owner's entering into and performing its obligations set forth

in this Agreement will not result in a violation of any obligation, contractual or otherwise, that Owner or any person or entity comprising Owner has to any third party; (vi) that neither Owner nor any co-owner comprising Owner is the subject of any voluntary or involuntary bankruptcy or insolvency petition; and (vii) that Owner has no actual knowledge of any pending or threatened claims of any person or entity affecting the validity of any of the representations and warranties set forth in clauses (i)-(vi), inclusive, or affecting Owner's authority or ability to enter into or perform any of its obligations set forth in this Agreement.

2.4 <u>Term.</u> The term of this Agreement (the "<u>Term</u>") shall commence on the Effective Date and shall terminate on the Termination Date. The Termination Date shall be the earliest of the following dates: (i) the fifteenth (15th) anniversary of the Effective Date, as said date may be extended in accordance with Section 6.1 of this Agreement; (ii) such earlier date that this Agreement may be terminated in accordance with Articles 6, 8, and/or Section 9.3 of this Agreement and/or Sections 65865.1 and/or 65868 of the Development Agreement Statute; or (iii) completion of the Project in accordance with the terms of this Agreement, including Owner's complete satisfaction, performance, and payment, as applicable, of all Development Exactions, the issuance of all required final occupancy permits, and acceptance by City or applicable public agency(ies) or private entity(ies) of all required offers of dedication. Notwithstanding any other provision set forth in this Agreement to the contrary, the provisions set forth in Article 11 and Section 14.10 (as well as any other Owner obligations set forth in this Agreement that are expressly written to survive the Termination Date) shall survive the Termination Date of this Agreement.

3. Public Benefit Fees and Delayed Annexation.

3.1 Public Benefit Fees.

- 3.1.1 As consideration for City's approval and performance of its obligations set forth in this Agreement, Owner shall pay to City a fee that shall be in addition to any other fee or charge to which the Property and the Project would otherwise be subject (herein, the "Public Benefit Fee (Police)") in the sum of [One Million Two Hundred Eighty-One Thousand Three Hundred Forty-Five Dollars (\$1,281,345.00)]. The Public Benefit Fee (Police) shall be payable upon the Public Benefit Fee (Police) Payment Date.
- 3.1.2 As further consideration for City's approval and performance of its obligations set forth in this Agreement, Owner shall pay to City a fee that shall be in addition to any other fee or charge to which the Property and the Project would otherwise be subject (herein, the "Public Benefit Fee (Fire)") in the sum of [Two Hundred Forty-Two Thousand One Hundred Thirty-Eight dollars (\$242,138.00)]. The Public Benefit Fee (Fire) shall be payable upon the Public Benefit Fee (Fire) Payment Date.
- 3.1.3 Owner acknowledges by its approval and execution of this Agreement that it is voluntarily agreeing to pay the Public Benefit Fees, that its obligation to pay the Public Benefit Fees is an essential term of this Agreement and is not severable from City's obligations and Owner's vesting rights to be acquired hereunder, and that Owner expressly waives any constitutional, statutory, or common law right it might have in the absence of this Agreement to protest or challenge the payment of such fee on any ground whatsoever, including without limitation pursuant to the Fifth and Fourteenth Amendments to the United States Constitution, California Constitution Article I, Section 19, the Mitigation Fee Act (California Government Code Section 66000 et seq.), or otherwise. In addition to any other remedy set forth in this Agreement for Owner's default, if Owner shall fail to timely pay any portion of the Public Benefit Fees when due City shall have the right to withhold issuance of any

further building permits, occupancy permits, or other development or building permits for the Project.

- 3.2 Annexation into CFD No. 2018-02. The Property and the Project shall not be subject to annexation by CFD No. 2018-02, nor to the payment of the CFD No 2018-02 Fees, during the period commencing with the Effective Date and ending on the date with which is fifteen (15) years from the date of the Public Benefit Fee Payment Date (the "Police CFD Annexation Date"). Upon the Police CFD Annexation Date, the Property and Project shall be subject to annexation by CFD No. 2018-02, if that district is then in existence, and the Owner hereby consents to said annexation at any time after the Police CFD Annexation Date. Owner's consent to said annexation shall survive the Termination Date and shall be binding on any successor or assign as provided in Section 14.12 of this Agreement. This Agreement is made expressly with the understanding that the Property and the Project will annex into CFD No. 2018-02 promptly following the Police CFD Annexation Date. The City shall have the right to specific performance, as provided in Section 9.6, to compel Owner, or any successor or assign, to annex into CFD No. 2018-02 after the Police CFD Annexation Date and/or the Termination Date.
- Creation of Fire Protection Community Facility District. The Owner shall 3.3 cooperate with the City in the creation of a new City of Antioch Community Facilities District (the "Fire CFD") to provide fire and emergency services to properties within the boundaries of the Fire CFD, The Owner shall not object to the formation of the Fire CFD nor the inclusion of all of the Property within the Fire CFD, provided, however the Property and the Project shall not be subject to annexation by the Fire CFD, nor to the payment of any fees associated therewith, during the period commencing with the Effective Date and ending on the date with which is fifteen (15) years from the date of the Public Benefit Fee (fire) Payment Date (the "Fire CFD Annexation Date"). Upon the Fire Annexation Date, the Property and Project shall be subject to annexation by the Fire CFD, if that district is then in existence, and the Owner hereby consents to said annexation at any time after the Fire CFD Annexation Date. Owner's consent to said annexation shall survive the Termination Date and shall be binding on any successor or assign as provided in Section 14.12 of this Agreement. This Agreement is made expressly with the understanding that the Property and the Project will annex into the Fire CFD promptly following the Fire Annexation Date. The City shall have the right to specific performance, as provided in Section 9.6, to compel Owner, or any successor or assign, to annex into the Fire CFD after the Fire CFD Annexation Date and/or the Termination Date.

Construction of Public Improvements.

- 4.1 Owner, at its sole cost and expense, shall construct or install all of the onsite and off-site public improvements as set forth in <a href="Exhibit" C" attached hereto and made a part hereof (the "Public Improvements"). Prior to the commencement of construction of the Public Improvements, the City and the Owner shall execute a separate Public Improvement Agreement.
- 4.2 Because the construction of the Public Improvements are intended to benefit, and are in part required by the cumulative effect of the future development (the "<u>Future Developments</u>") of certain adjoining properties (the "<u>Adjoining Properties</u>"), Owner shall be entitled to reimbursement from such Future Developments for approved costs (inclusive of design and outside management costs) incurred by Owner for the design and construction of the Public Improvements as set forth below:

- 4.2.1 Upon completion of the work for which reimbursement is claimed by Owner and acceptance of such work by the City Engineer, Owner shall furnish to City a detailed certification (the "Cost Certification") of all construction costs incurred by Owner for such work, including the cost of design, engineering, plan check or inspection services provided by City, permit fees and construction management services provided by outside contractors retained by Owner. The cost certification shall be supported by such contracts, invoices, and other documentation as City may reasonably require to verify the accuracy of all costs claimed by Owner.
- 4.2.2 Upon approval of the Cost Certification by the City Engineer (which approval shall be limited to the City verifying that the costs are accurate and properly includable as reimbursable costs), City and Owner shall execute an Addendum to this Agreement to confirm the final, approved, Cost of Improvements.
- 4.2.3 Upon submittal of a completed application for a Future Development which may be obligated to pay a Reimbursement to Owner, City shall notify Owner of such fact and provide Owner a brief description of the proposed Future Development. Additional public records pertaining to such Future Development will be furnished to Owner upon request.
- 4.2.4 City will require the Future Development to pay the proportionate share of the Reimbursement allocated to a Future Development at the time the first building permit is issued for construction of the Future Development, or any portion thereof, and in any case, City will collect such proportionate share before the City issues a certificate of occupancy for such Future Development, or any portion thereof based upon the formals set for in Exhibit "C".
- 4.2.5 Owner's entitlement to Reimbursement from Future Development for the Cost of Improvements, as determined pursuant to the Section 4.2 shall be effective for a term of twenty (20) years from the date of final acceptance by the City of the particular Public Improvement for which reimbursement is claimed.
- 4.2.6 Nothing herein shall require the City to grant a development approval for any Future Development, nor shall this Agreement limit in any way the authority of the City to impose conditions or exactions upon Future Development in addition to the reimbursement condition described in this Agreement. The City shall be relieved of its obligation under this Agreement to collect the Reimbursement to Owner if the City is legally prohibited from doing so under any state or federal law, regulation, or court decision.

5. <u>Development of Project.</u>

5.1 Applicable Regulations; Owner's Vested Rights and City's Reservation of Discretion With Respect to Subsequent Development Approvals. Other than as expressly set forth in this Agreement, during the Term of this Agreement, (i) Owner shall have the vested right to Develop the Project on and with respect to the Property in accordance with the terms of the Development Regulations and this Agreement and (ii) City shall not prohibit or prevent development of the Property on grounds inconsistent with the Development Regulations or this Agreement. Notwithstanding the foregoing, nothing herein is intended to limit or restrict City's discretion with respect to (i) review and approval requirements contained in the Development Regulations, (ii) exercise of any discretionary authority City retains under the Development Regulations, (iii) the approval, conditional approval, or denial of any Subsequent Development Approvals that are required for Development of the Project as of the Effective Date, or (iv) any

environmental approvals that may be required under CEQA or any other federal or state law or regulation in conjunction with any Subsequent Development Approvals that may be required for the Project, and in this regard, as to future actions referred to in clauses (i)-(iv) of this sentence, City reserves its full discretion to the same extent City would have such discretion in the absence of this Agreement. In addition, it is understood and agreed that nothing in this Agreement is intended to vest Owner's rights with respect to any laws, regulations, rules, or official policies of any other governmental agency or public utility company with jurisdiction over the Property or the Project; or any applicable federal or state laws, regulations, rules, or official policies that may be inconsistent with this Agreement and that override or supersede the provisions set forth in this Agreement, and regardless of whether such overriding or superseding laws, regulations, rules, or official policies are adopted or applied to the Property or the Project prior or subsequent to the Agreement Date. Owner has expended and will continue to expend substantial amounts of time and money planning and preparing for Development of the Project. Owner represents and City acknowledges that Owner would not make these expenditures without this Agreement, and that Owner is and will be making these expenditures in reasonable reliance upon its vested rights to Develop the Project as set forth in this Agreement. Owner may apply to City for permits or approvals necessary to modify or amend the Development specified in the Development Regulations, provided that the request does not propose an increase in the maximum density, intensity, height, or size of proposed structures, or a change in use that generates more peak hour traffic or more daily traffic and, in addition, Owner may apply to City for approval of minor amendments to existing tentative tract maps, tentative parcel maps, or associated conditions of approval, consistent with City of Antioch Municipal Code. This Agreement does not constitute a promise or commitment by City to approve any such permit or approval, or to approve the same with or without any particular requirements or conditions, and City's discretion with respect to such matters shall be the same as it would be in the absence of this Agreement.

Except to the extent City reserves its 5.2 No Conflicting Enactments. discretion as expressly set forth in this Agreement, during the Term of this Agreement City shall not apply to the Project or the Property any ordinance, policy, rule, regulation, or other measure relating to Development of the Project that is enacted or becomes effective after the Effective Date to the extent it conflicts with this Agreement. This Section 5.2 shall not restrict City's ability to enact an ordinance, policy, rule, regulation, or other measure applicable to the Project pursuant to California Government Code Section 65866 consistent with the procedures specified in Section 5.3 of this Agreement. In Pardee Construction Co. v. City of Camarillo (1984) 37 Cal.3d 465, the California Supreme Court held that a construction company was not exempt from a city's growth control ordinance even though the city and construction company had entered into a consent judgment (tantamount to a contract under California law) establishing the company's vested rights to develop its property consistent with the zoning. The California Supreme Court reached this result because the consent judgment failed to address the timing of development. The Parties intend to avoid the result of the Pardee case by acknowledging and providing in this Agreement that Owner shall have the vested right to Develop the Project on and with respect to the Property at the rate, timing, and sequencing that Owner deems appropriate within the exercise of Owner's sole subjective business judgment, provided that such Development occurs in accordance with this Agreement and the Development Regulations, notwithstanding adoption by City's electorate of an initiative to the contrary after the Effective Date. No City moratorium or other similar limitation relating to the rate, timing, or sequencing of the Development of all or any part of the Project and whether enacted by initiative or another method, affecting subdivision maps, building permits, occupancy certificates, or other entitlement to use, shall apply to the Project to the extent such moratorium or other similar limitation restricts Owner's vested rights in this Agreement or otherwise conflicts with the express provisions of this Agreement.

- 5.3 Reservations of Authority. Notwithstanding any other provision set forth in this Agreement to the contrary, the laws, rules, regulations, and official policies set forth in this Section 5.3 shall apply to and govern the Development of the Project on and with respect to the Property.
 - 5.3.1 <u>Procedural Regulations</u>. Procedural regulations relating to hearing bodies, petitions, applications, notices, findings, records, hearings, reports, recommendations, appeals, and any other matter of procedure shall apply to the Property, provided that such procedural regulations are adopted and applied City-wide or to all other properties similarly situated in City.
 - 5.3.2 Processing and Permit Fees. City shall have the right to charge and Owner shall be required to pay all applicable processing and permit fees to cover the reasonable cost to City of processing and reviewing applications and plans for any required Subsequent Development Approvals, building permits, excavation and grading permits, encroachment permits, and the like, for performing necessary studies and reports in connection therewith, inspecting the work constructed or installed by or on behalf of Owner, and monitoring compliance with any requirements applicable to Development of the Project, all at the rates in effect at the time fees are due.
 - 5.3.3 Consistent Future City Regulations. City ordinances, resolutions, regulations, and official policies governing Development which do not conflict with the Development Regulations, or with respect to such regulations that do conflict, where Owner has consented in writing to the regulations, shall apply to the Property.
 - 5.3.4 Development Exactions Applicable to Property. During the Term of this Agreement. Owner shall be required to satisfy and pay all Development Exactions at the time performance or payment is due to the same extent and in the same amount(s) that would apply to Owner and the Project in the absence of this Agreement; provided, however, that to the extent the scope and extent of a particular Development Exaction for the Project has been established and fixed by City in this Agreement or the conditions of approval for any of the Development Regulations approved on or before the Agreement Date City shall not alter, increase, or modify said Development Exaction in a manner that is inconsistent with such Development Regulations without Owner's prior written consent or as may be otherwise required pursuant to overriding federal or state laws or regulations (Section 5.3.5 hereinbelow). In addition, nothing in this Agreement is intended or shall be deemed to vest Owner against the obligation to pay any of the following (which are not included within the definition of "Development Exactions") in the full amount that would apply in the absence of this Agreement: (i) City's normal fees for processing, environmental assessment and review, tentative tract and parcel map review, plan checking, site review and approval, administrative review. building permit, grading permit, inspection, and similar fees imposed to recover City's costs associated with processing, reviewing, and inspecting project applications, plans, and specifications; (ii) fees and charges levied by any other public agency, utility, district, or joint powers authority, regardless of whether City collects those fees and charges; or (iii) community facility district special taxes or special district assessments or similar assessments, business license fees, bonds or other security required for public improvements, transient occupancy taxes, sales taxes, property taxes, sewer lateral

connection fees, water service connection fees, new water meter fees, and the Property Development Tax payable under Section 3.12 of City's Municipal Code.

- 5.3.5 Overriding Federal and State Laws and Regulations. Federal and state laws and regulations that override Owner's vested rights set forth in this Agreement shall apply to the Property, together with any City ordinances, resolutions, regulations, and official policies that are necessary to enable City to comply with the provisions of any such overriding federal or state laws and regulations, provided that (i) Owner does not waive its right to challenge or contest the validity of any such purportedly overriding federal, state, or City law or regulation; and (ii) upon the discovery of any such overriding federal, state, or City law or regulation that prevents or precludes compliance with any provision of this Agreement, City or Owner shall provide to the other Party a written notice identifying the federal, state, or City law or regulation, together with a copy of the law or regulation and a brief written statement of the conflict(s) between that law or regulation and the provisions of this Agreement. Promptly thereafter City and Owner shall meet and confer in good faith in a reasonable attempt to determine whether a modification or suspension of this Agreement, in whole or in part, is necessary to comply with such overriding federal, state, or City law or regulation. In such negotiations, City and Owner agree to preserve the terms of this Agreement and the rights of Owner as derived from this Agreement to the maximum feasible extent while resolving the conflict. City agrees to cooperate with Owner at no cost to City in resolving the conflict in a manner which minimizes any financial impact of the conflict upon Owner. City also agrees to process in a prompt manner Owner's proposed changes to the Project and any of the Development Regulations as may be necessary to comply with such overriding federal, state, or City law or regulation; provided, however, that the approval of such changes by City shall be subject to the discretion of City, consistent with this Agreement.
- 5.3.6 <u>Public Health and Safety</u>. Any City ordinance, resolution, rule, regulation, program, or official policy that is necessary to protect persons on the Property or in the immediate vicinity from conditions dangerous to their health or safety, as reasonably determined by City, shall apply to the Property, even though the application of the ordinance, resolution, rule regulation, program, or official policy would result in the impairment of Owner's vested rights under this Agreement.
- 5.3.7 <u>Uniform Building Standards</u>. Existing and future building and building related standards set forth in the uniform codes adopted and amended by City from time to time, including building, plumbing, mechanical, electrical, housing, swimming pool, and fire codes, and any modifications and amendments thereof shall all apply to the Project and the Property to the same extent that the same would apply in the absence of this Agreement.
- 5.3.8 <u>Public Works Improvements</u>. To the extent Owner constructs or installs any public improvements, works, or facilities, the City standards in effect for such public improvements, works, or facilities at the time of City's issuance of a permit, license, or other authorization for construction or installation of same shall apply.
- 5.3.9 <u>No Guarantee or Reservation of Utility Capacity</u>. Notwithstanding any other provision set forth in this Agreement to the contrary, nothing in this Agreement is intended or shall be interpreted to require City to guarantee or reserve to or for the benefit of Owner or the Property any utility capacity, service, or facilities that may be needed to serve the Project, whether domestic or reclaimed water service, sanitary

sewer transmission or wastewater treatment capacity, downstream drainage capacity, or otherwise, and City shall have the right to limit or restrict Development of the Project if and to the extent that City reasonably determines that inadequate utility capacity exists to adequately serve the Project at the time Development is scheduled to commence. Notwithstanding the foregoing, City covenants to provide utility services to the Project on a non-discriminatory basis (i.e., on the same terms and conditions that City undertakes to provide such services to other similarly situated new developments in the City of Antioch as and when service connections are provided and service commences).

- 5.4 <u>Tentative Subdivision Maps</u>. City agrees that Owner may file and process new and existing vesting tentative maps for the Property consistent with California Government Code sections 66498.1-66498.9 and City of Antioch Municipal Code. Pursuant to the applicable provision of the California Subdivision Map Act (California Government Code section 66452.6(a)), the life of any tentative subdivision map approved for the Property, whether designated a "vesting tentative map" or otherwise, shall be extended for the Term of this Agreement.
- 6. Amendment or Cancellation of Agreement. Other than modifications of this Agreement under Section 9.3 of this Agreement, this Agreement may be amended or canceled in whole or in part only by mutual written and executed consent of the Parties in compliance with California Government Code section 65868 and the City of Antioch Municipal Code or by unilateral termination by City in the event of an uncured default of Owner.
- 7. <u>Enforcement</u>. Unless this Agreement is amended, canceled, modified, or suspended as authorized herein or pursuant to California Government Code section 65869.5, this Agreement shall be enforceable by either Party despite any change in any applicable general or specific plan, zoning, subdivision, or building regulation or other applicable ordinance or regulation adopted by City (including by City's electorate) that purports to apply to any or all of the Property.

8. <u>Annual Review of Owner's Compliance With Agreement.</u>

- 8.1 <u>General</u>. City shall review this Agreement once during every twelve (12) month period following the Effective Date for compliance with the terms of this Agreement as provided in Government Code section 65865.1. Owner (including any successor to the owner executing this Agreement on or before the Agreement Date) shall pay City a reasonable fee in an amount City may reasonably establish from time to time to cover the actual and necessary costs for the annual review. City's failure to timely provide or conduct an annual review shall not constitute a Default hereunder by City.
- 8.2 <u>Owner Obligation to Demonstrate Good Faith Compliance</u>. During each annual review by City, Owner is required to demonstrate good faith compliance with the terms of the Agreement. Owner agrees to furnish such evidence of good faith compliance as City, in the reasonable exercise of its discretion, may require, thirty (30) days prior to each anniversary of the Effective Date during the Term.
- 8.3 Procedure. The City Council of City shall conduct a duly noticed hearing and shall determine, on the basis of substantial evidence, whether or not Owner has, for the period under review, complied with the terms of this Agreement. If the City Council finds that Owner has so complied, the annual review shall be concluded. If the City Council finds, on the basis of substantial evidence, that Owner has not so complied, written notice shall be sent to Owner by first class mail of the City Council's finding of non-compliance, and Owner shall be

given at least ten (10) days to cure any noncompliance that relates to the payment of money and thirty (30) days to cure any other type of noncompliance. If a cure not relating to the payment of money cannot be completed within thirty (30) days for reasons which are beyond the control of Owner, Owner must commence the cure within such thirty (30) days and diligently pursue such cure to completion. If Owner fails to cure such noncompliance within the time(s) set forth above, such failure shall be considered to be a Default and City shall be entitled to exercise the remedies set forth in Article 8 below.

8.4 Annual Review a Non-Exclusive Means for Determining and Requiring Cure of Owner's Default. The annual review procedures set forth in this Article 8 shall not be the exclusive means for City to identify a Default by Owner or limit City's rights or remedies for any such Default.

9. Events of Default.

- 9.1 <u>General Provisions.</u> In the event of any material default, breach, or violation of the terms of this Agreement ("Default"), the Party alleging a Default shall have the right to deliver a written notice (each, a "Notice of Default") to the defaulting Party. The Notice of Default shall specify the nature of the alleged Default and a reasonable manner and sufficient period of time twenty (20) days if the Default relates to the failure to timely make a monetary payment due hereunder and not less than thirty (30) days in the event of non-monetary Defaults) in which the Default must be cured (the "Cure Period"). During the Cure Period, the Party charged shall not be considered in Default for the purposes of termination of this Agreement or institution of legal proceedings. If the alleged Default is cured within the Cure Period, then the Default thereafter shall be deemed not to exist. If a non-monetary Default cannot be cured during the Cure Period with the exercise of commercially reasonable diligence, the defaulting Party must promptly commence to cure as quickly as possible, and in no event later than thirty (30) days after it receives the Notice of Default, and thereafter diligently pursue said cure to completion.
- 9.2 <u>Default by Owner.</u> If Owner is alleged to have committed Default and it disputes the claimed Default, it may make a written request for an appeal hearing before the City Council within ten (10) days of receiving the Notice of Default, and a public hearing shall be scheduled at the next available City Council meeting to consider Owner's appeal of the Notice of Default. Failure to appeal a Notice of Default to the City Council within the ten (10) day period shall waive any right to a hearing on the claimed Default. If Owner's appeal of the Notice of Default is timely and in good faith but after a public hearing of Owner's appeal the City Council concludes that Owner is in Default as alleged in the Notice of Default, the accrual date for commencement of the thirty (30) day Cure Period provided in Section 9.1 shall be extended until the City Council's denial of Owner's appeal is communicated to Owner.
- 9.3 <u>City's Option to Terminate Agreement.</u> In the event of an alleged Owner Default, City may not terminate this Agreement without first delivering a written Notice of Default and providing Owner with the opportunity to cure the Default within the Cure Period, as provided in Section 9.1, and complying with Section 9.2 if Owner timely appeals any Notice of Default with respect to a non-monetary Default. A termination of this Agreement by City shall be valid only if good cause exists and is supported by evidence presented to the City Council at or in connection with a duly noticed public hearing to establish the existence of a Default. The validity of any termination may be judicially challenged by Owner. Any such judicial challenge must be brought within ninety (90) calendar days of service on Owner, by first class mail, postage prepaid, of written notice of termination by City or a written notice of City's determination of an appeal of the Notice of Default as provided in Section 9.2.

- 9.4 <u>Default by City</u>. If Owner alleges a City Default and alleges that the City has not cured the Default within the Cure Period, Owner may pursue any equitable remedy available to it under this Agreement, including, without limitation, an action for a writ of mandamus, injunctive relief, or specific performance of City's obligations set forth in this Agreement. Upon a City Default, any resulting delays in Owner's performance hereunder shall neither be an Owner Default nor constitute grounds for termination or cancellation of this Agreement by City and shall, at Owner's option (and provided Owner delivers written notice to City within thirty (30) days of the commencement of the alleged City Default), extend the Term for a period equal to the length of the delay.
- 9.5 <u>Waiver</u>. Failure or delay by either Party in delivering a Notice of Default shall not waive that Party's right to deliver a future Notice of Default of the same or any other Default.
- 9.6 Specific Performance Remedy. Due to the size, nature, and scope of the Project, it will not be practical or possible to restore the Property to its pre-existing condition once implementation of this Agreement has begun. After such implementation, both Owner and City may be foreclosed from other choices they may have had to plan for the development of the Property, to utilize the Property or provide for other benefits and alternatives. Owner and City have invested significant time and resources and performed extensive planning and processing of the Project in agreeing to the terms of this Agreement and will be investing even more significant time and resources in implementing the Project in reliance upon the terms of this Agreement. It is not possible to determine the sum of money which would adequately compensate Owner or City for such efforts. For the above reasons, City and Owner agree that damages would not be an adequate remedy if either City or Owner fails to carry out its obligations under this Agreement. Therefore, specific performance of this Agreement or to compensate Owner falls to carry out its obligations under this Agreement or to compensate City if Owner falls to carry out its obligations under this Agreement.
- 9.7 <u>Monetary Damages</u>. The Parties agree that monetary damages shall not be an available remedy for either Party for a Default hereunder by the other Party provided, however, that (i) nothing in this Section 9.7 is intended or shall be interpreted to limit or restrict City's right to recover the Public Benefit Fees due from Owner as set forth herein; and (ii) nothing in this Section 9.7 is intended or shall be interpreted to limit or restrict Owner's indemnity obligations set forth in Article 10 or the right of the prevailing Party in any Action to recover its litigation expenses, as set forth in Section 9.10.
- 9.8 <u>Additional City Remedy for Owner's Default</u>. In the event of any Default by Owner, in addition to any other remedies which may be available to City, whether legal or equitable, City shall be entitled to receive and retain any Development Exactions applicable to the Project or the Property, including any fees, grants, dedications, or improvements to public property which it may have received prior to Owner's Default without recourse from Owner or its successors or assigns.
- 9.9 <u>No Personal Liability of City Officials. Employees. or Agents.</u> No City official, employee, or agent shall have any personal liability hereunder for a Default by City of any of its obligations set forth in this Agreement.
- 9.10 Recovery of Legal Expenses by Prevailing Party in Any Action. In any judicial proceeding, arbitration, or mediation (collectively, an "Action") between the Parties that seeks to enforce the provisions of this Agreement or arises out of this Agreement, the prevailing Party shall recover all of its actual and reasonable costs and expenses, regardless of whether

they would be recoverable under California Code of Civil Procedure section 1033.5 or California Civil Code section 1717 in the absence of this Agreement. These costs and expenses include expert witness fees, attorneys' fees, and costs of investigation and preparation before initiation of the Action. The right to recover these costs and expenses shall accrue upon initiation of the Action, regardless of whether the Action is prosecuted to a final judgment or decision.

10. Force Majeure. Neither Party shall be deemed to be in Default where failure or delay in performance of any of its obligations under this Agreement is caused, through no fault of the Party whose performance is prevented or delayed, by floods, earthquakes, other acts of God, fires, wars, riots or similar hostilities, strikes or other labor difficulties, state or federal regulations, or court actions. Except as specified above, nonperformance shall not be excused because of the act or omission of a third person. In no event shall the occurrence of an event of force majeure operate to extend the Term of this Agreement. In addition, in no event shall the time for performance of a monetary obligation, including without limitation Owner's obligation to pay Public Benefit Fees, be extended pursuant to this Section.

11. Indemnity Obligations of Owner.

- 11.1 <u>Indemnity Arising From Acts or Omissions of Owner</u>. Except to the extent caused by the intentional misconduct or negligent acts, errors or omissions of City or one or more of City's officials, employees, agents, attorneys, and contractors (collectively, the "City's Affiliated Parties"), Owner shall indemnify, defend, and hold harmless City and City's Affiliated Parties from and against all suits, claims, liabilities, losses, damages, penalties, obligations, and expenses (including but not limited to reasonable attorneys' fees and costs) (collectively, a "Claim") that may arise, directly or indirectly, from the acts, omissions, or operations of Owner or Owner's agents, contractors, subcontractors, agents, or employees in the course of Development of the Project or any other activities of Owner relating to the Property or pursuant to this Agreement. City shall have the right to select and retain counsel to defend any Claim filed against City and/or any of City's Affiliated Parties, and Owner shall pay the reasonable cost for defense of any Claim. The indemnity provisions in this Section 11.1 shall commence on the Agreement Date, regardless of whether the Effective Date occurs, and shall survive the Termination Date.
- Third Party Litigation. In addition to its indemnity obligations set forth in Section 11.1, Owner shall indemnify, defend, and hold harmless City and City's Affiliated Parties from and against any Claim against City or City's Affiliated Parties seeking to attack, set aside, void, or annul the approval of this Agreement, the Adopting Ordinance, any of the Development Regulations for the Project (including without limitation any actions taken pursuant to CEQA with respect thereto), any Subsequent Development Approval, or the approval of any permit granted pursuant to this Agreement. Said indemnity obligation shall include payment of reasonable attorney's fees, expert witness fees, and court costs. City shall promptly notify Owner of any such Claim and City shall cooperate with Owner in the defense of such Claim. If City fails to promptly notify Owner of such Claim, Owner shall not be responsible to indemnify, defend, and hold City harmless from such Claim until Owner is so notified and if City fails to cooperate in the defense of a Claim Owner shall not be responsible to defend, indemnify, and hold harmless City during the period that City so fails to cooperate or for any losses attributable thereto. City shall be entitled to retain separate counsel to represent City against the Claim and the City's defense costs for its separate counsel shall be included in Owner's indemnity obligation, provided that such counsel shall reasonably cooperate with Owner in an effort to minimize the total litigation expenses incurred by Owner. In the event either City or Owner recovers any attorney's fees, expert witness fees, costs, interest, or other amounts from the party or parties asserting the Claim, Owner shall be entitled to retain the same (provided it has fully performed its indemnity

obligations hereunder). The indemnity provisions in this Section 11.2 shall commence on the Agreement Date, regardless of whether the Effective Date occurs, and shall survive the Termination Date.

- 11.3 Environmental Indemnity. In addition to its indemnity obligations set forth in Section 11.1, from and after the Agreement Date Owner shall indemnify, defend, and hold harmless City and City's Affiliated Parties from and against any and all Claims for personal injury or death, property damage, economic loss, statutory penalties or fines, and damages of any kind or nature whatsoever, including without limitation reasonable attorney's fees, expert witness fees, and costs, based upon or arising from any of the following: (i) the actual or alleged presence of any Hazardous Substance on or under any of the Property in violation of any applicable Environmental Law; (ii) the actual or alleged migration of any Hazardous Substance from the Property through the soils or groundwater to a location or locations off of the Property; and (iii) the storage, handling, transport, or disposal of any Hazardous Substance on, to, or from the Property and any other area disturbed, graded, or developed by Owner in connection with Owner's Development of the Project. The indemnity provisions in this Section 11.3 shall commence on the Agreement Date, regardless of whether the Effective Date occurs, and shall survive the Termination Date.
- 12. Assignment. Owner shall have the right to sell, transfer, or assign (hereinafter, collectively, a "Transfer") Owner's fee title to the Property, in whole or in part, to a Permitted Transferee (which successor, as of the effective date of the Transfer, shall become the "Owner" under this Agreement) at any time from the Agreement Date until the Termination Date; provided, however, that no such Transfer shall violate the provisions of the Subdivision Map Act (Government Code Section 66410 et seq.) or City's local subdivision ordinance and any such transfer shall include the assignment and assumption of Owner's rights, duties, and obligations set forth in or arising under this Agreement as to the Property or the portion thereof so Transferred and shall be made in strict compliance with the following conditions precedent: (i) no transfer or assignment of any of Owner's rights or interest under this Agreement shall be made unless made together with the Transfer of all or a part of the Property; and (ii) prior to the effective date of any proposed Transfer, Owner (as transferor) shall notify City, in writing, of such proposed Transfer and deliver to City a written assignment and assumption, executed in recordable form by the transferring and successor Owner and in a form subject to the reasonable approval of the City Attorney of City (or designee), pursuant to which the transferring Owner assigns to the successor Owner and the successor Owner assumes from the transferring Owner all of the rights and obligations of the transferring Owner with respect to the Property or portion thereof to be so Transferred, including in the case of a partial Transfer the obligation to perform such obligations that must be performed outside of the Property so Transferred that are a condition precedent to the successor Owner's right to develop the portion of the Property so Transferred. Any Permitted Transferee shall have all of the same rights, benefits, duties, obligations, and liabilities of Owner under this Agreement with respect to the portion of the Property sold, transferred, and assigned to such Permitted Transferee; provided, however, that in the event of a Transfer of less than all of the Property no such Permitted Transferee shall have the right to enter into an amendment of this Agreement that jeopardizes or impairs the rights or increases the obligations of the Owner with respect to the balance of the Property. Notwithstanding any Transfer, the transferring Owner shall continue to be jointly and severally liable to City, together with the successor Owner, to perform all of the transferred obligations set forth in or arising under this Agreement unless there is full satisfaction of all of the following conditions, in which event the transferring Owner shall be automatically released from any and all obligations with respect to the portion of the Property so Transferred: (i) the transferring Owner no longer has a legal or equitable interest in the portion of the Property so

Transferred other than as a beneficiary under a deed of trust; (ii) the transferring Owner is not then in Default under this Agreement and no condition exists that with the passage of time or the giving of notice, or both, would constitute a Default hereunder; (iii) the transferring Owner has provided City with the notice and the fully executed written and recordable assignment and assumption agreement required as set forth in the first paragraph of this Section 12; and (iv) the successor Owner either (A) provides City with substitute security equivalent to any security previously provided by the transferring Owner to City to secure performance of the successor Owner's obligations hereunder with respect to the Property or the portion of the Property so Transferred or (B) if the transferred obligation in question is not a secured obligation, the successor Owner either provides security reasonably satisfactory to City or otherwise demonstrates to City's reasonable satisfaction that the successor Owner has the financial resources or commitments available to perform the transferred obligation at the time and in the manner required under this Agreement and the Development Regulations for the Project.

13. Mortgagee Rights.

- 13.1 <u>Encumbrances on Property</u>. The Parties agree that this Agreement shall not prevent or limit Owner in any manner from encumbering the Property, any part of the Property, or any improvements on the Property with any Mortgage securing financing with respect to the construction, development, use, or operation of the Project.
- 13.2 Mortgagee Protection. This Agreement shall be superior and senior to the lien of any Mortgage. Nevertheless, no breach of this Agreement shall defeat, render invalid, diminish, or impair the lien of any Mortgage made in good faith and for value. Any acquisition or acceptance of title or any right or interest in the Property or part of the Property by a Mortgagee (whether due to foreclosure, trustee's sale, deed in lieu of foreclosure, lease termination, or otherwise) shall be subject to all of the terms and conditions of this Agreement. Any Mortgagee who takes title to the Property or any part of the Property shall be entitled to the benefits arising under this Agreement.
- 13.3 <u>Mortgagee Not Obligated.</u> Notwithstanding the provisions of this Section 13.3, a Mortgagee will not have any obligation or duty under the terms of this Agreement to perform the obligations of Owner or other affirmative covenants of Owner, or to guarantee this performance except that: (i) the Mortgagee shall have no right to develop the Project under the Development Regulations without fully complying with the terms of this Agreement; and (ii) to the extent that any covenant to be performed by Owner is a condition to the performance of a covenant by City, that performance shall continue to be a condition precedent to City's performance.
- Mortgagee shall, upon written request to City, be entitled to receive written notice from City of: (i) the results of the periodic review of compliance specified in Article 7 of this Agreement, and (ii) any default by Owner of its obligations set forth in this Agreement. Each Mortgagee shall have a further right, but not an obligation, to cure the Default within thirty (30) days after receiving a Notice of Default with respect to a monetary Default and within sixty (60) days after receiving a Notice of Default with respect to a non-monetary Default. If the Mortgagee can only remedy or cure a non-monetary Default by obtaining possession of the Property, then the Mortgagee shall have the right to seek to obtain possession with diligence and continuity through a receiver or otherwise, and to remedy or cure the non-monetary Default within sixty (60) days after obtaining possession and, except in case of emergency or to protect the public health or safety, City may not exercise any of its judicial remedies set forth in this Agreement to terminate or substantially alter the rights of the Mortgagee until expiration of the sixty (60)-day

period. In the case of a non-monetary Default that cannot with diligence be remedied or cured within sixty (60) days, the Mortgagee shall have additional time as is reasonably necessary to remedy or cure the Default, provided the Mortgagee promptly commences to cure the nonmonetary Default within sixty (60) days and diligently prosecutes the cure to completion.

14. Miscellaneous Terms.

Notice. Any notice or demand that shall be required or permitted by law 14.1 or any provision of this Agreement shall be in writing. If the notice or demand will be served upon a Party, it either shall be personally delivered to the Party; deposited in the United States mail, certified, return receipt requested, and postage prepaid; or delivered by a reliable courier service that provides a receipt showing date and time of delivery with courier charges prepaid. The notice or demand shall be addressed as follows:

TO CITY:

City of Antioch

200 H Street Antioch, CA 94509-1285

Attention: City Manager

With a copy to:

City Attorney City of Antioch 200 H Street

Antioch, CA 94509-1285

TO OWNER:

AMCAL Antioch Fund, LP c/o AMCAL Multi-Housing, Inc. 30141 Agoura Hills Road, Suite 100

Agoura Hills, CA 91301 Attention: President

With a copy to:

Bocarsly Emden Cowan Esmail & Arndt LLP

633 West Fifth Street, 64th Floor

Los Angeles, CA 90017 Attention: Kyle Arndt

Either Party may change the address stated in this Section 14.1 by delivering notice to the other Party in the manner provided in this Section 14.1, and thereafter notices to such Party shall be addressed and submitted to the new address. Notices delivered in accordance with this Agreement shall be deemed to be delivered upon the earlier of: (i) the date received or (iii) three business days after deposit in the mail as provided above.

- Project as Private Undertaking. The Development of the Project is a private undertaking. Neither Party is acting as the agent of the other in any respect, and each Party is an independent contracting entity with respect to the terms, covenants, and conditions set forth in this Agreement. This Agreement forms no partnership, joint venture, or other association of any kind. The only relationship between the Parties is that of a government entity regulating the Development of private property by the owner of the property.
- Cooperation. Each Party shall cooperate with and provide reasonable assistance to the other Party to the extent consistent with and necessary to implement this Agreement. Upon the request of a Party at any time, the other Party shall promptly execute, with acknowledgement or affidavit if reasonably required, and file or record the required

instruments and writings and take any actions as may be reasonably necessary to implement this Agreement or to evidence or consummate the transactions contemplated by this Agreement.

- 14.4 <u>Estoppel Certificates</u>. At any time, either Party may deliver written notice to the other Party requesting that that Party certify in writing that, to the best of its knowledge: (i) this Agreement is in full force and effect and is binding on the Party; (ii) this Agreement has not been amended or modified either orally or in writing or, if this Agreement has been amended, the Party providing the certification shall identify the amendments or modifications; and (iii) the requesting Party is not in Default in the performance of its obligations under this Agreement and no event or situation has occurred that with the passage of time or the giving of Notice or both would constitute a Default or, if such is not the case, then the other Party shall describe the nature and amount of the actual or prospective Default. The Party requested to furnish an estoppel certificate shall execute and return the certificate within thirty (30) days following receipt.
- 14.5 <u>Rules of Construction</u>. The singular includes the plural; the masculine and neuter include the feminine; "shall" is mandatory; and "may" is permissive.
- 14.6 <u>Time Is of the Essence</u>. Time is of the essence regarding each provision of this Agreement as to which time is an element.
- 14.7 <u>Waiver</u>. The failure by a Party to insist upon the strict performance of any of the provisions of this Agreement by the other Party, and failure by a Party to exercise its rights upon a Default by the other Party, shall not constitute a waiver of that Party's right to demand strict compliance by the other Party in the future.
- 14.8 <u>Counterparts</u>. This Agreement may be executed in two or more counterparts, each of which shall be identical and may be introduced in evidence or used for any other purpose without any other counterpart, but all of which shall together constitute one and the same agreement.
- 14.9 <u>Entire Agreement</u>. This Agreement constitutes the entire agreement between the Parties and supersedes all prior agreements and understandings, both written and oral, between the Parties with respect to the subject matter addressed in this Agreement.
- Parties is interdependent and with the other, and if any provision of this Agreement or the application of the provision to any Party or circumstances shall be held invalid or unenforceable to any extent, it is the intention of the Parties that the remainder of this Agreement or the application of the provision to persons or circumstances shall be rendered invalid or unenforceable. The Parties intend that neither Party shall receive any of the benefits of the Agreement without the full performance by such Party of all of its obligations provided for under this Agreement. Without limiting the generality of the foregoing, the Parties intend that Owner shall not receive any of the benefits of this Agreement if any of Owner's obligations are rendered void or unenforceable as the result of any third party litigation, and City shall be free to exercise its legislative discretion to amend or repeal the Development Regulations applicable to the Property and Owner shall cooperate as required, despite this Agreement, should third party litigation result in the nonperformance of Owner's obligations under this Agreement. The provisions of this Section 14.10 shall apply regardless of whether the Effective Date occurs and after the Termination Date.

- 14.11 <u>Construction</u>. This Agreement has been drafted after extensive negotiation and revision. Both City and Owner are sophisticated parties who were represented by independent counsel throughout the negotiations or City and Owner had the opportunity to be so represented and voluntarily chose to not be so represented. City and Owner each agree and acknowledge that the terms of this Agreement are fair and reasonable, taking into account their respective purposes, terms, and conditions. This Agreement shall therefore be construed as a whole consistent with its fair meaning, and no principle or presumption of contract construction or interpretation shall be used to construe the whole or any part of this Agreement in favor of or against either Party.
- 14.12 <u>Successors and Assigns; Constructive Notice and Acceptance.</u> The burdens of this Agreement shall be binding upon, and the benefits of this Agreement shall inure to, all successors in interest to the Parties to this Agreement. All provisions of this Agreement shall be enforceable as equitable servitudes and constitute covenants running with the land. Each covenant to do or refrain from doing some act hereunder with regard to Development of the Property: (i) is for the benefit of and is a burden upon every portion of the Property; (ii) runs with the Property and each portion thereof; and (iii) is binding upon each Party and each successor in interest during its ownership of the Property or any portion thereof. Every person or entity who now or later owns or acquires any right, title, or interest in any part of the Project or the Property is and shall be conclusively deemed to have consented and agreed to every provision of this Agreement. This Section 14.12 applies regardless of whether the instrument by which such person or entity acquires the interest refers to or acknowledges this Agreement and regardless of whether such person or entity has expressly entered into an assignment and assumption agreement as provided for in Section 12.
- 14.13 <u>No Third Party Beneficiaries</u>. The only Parties to this Agreement are City and Owner. This Agreement does not involve any third party beneficiaries, and it is not intended and shall not be construed to benefit or be enforceable by any other person or entity.
- 14.14 Applicable Law and Venue. This Agreement shall be construed and enforced consistent with the internal laws of the State of California, without regard to conflicts of law principles. Any action at law or in equity arising under this Agreement or brought by any Party for the purpose of enforcing, construing, or determining the validity of any provision of this Agreement shall be filed and tried in the Superior Court of the Contra Costa County, State of California, or the United States District Court for the Northern District of California. The Parties waive all provisions of law providing for the removal or change of venue to any other court.
- 14.15 <u>Section Headings</u>. All section headings and subheadings are inserted for convenience only and shall not affect construction or interpretation of this Agreement.
- 14.16 <u>Incorporation of Recitals and Exhibits</u>. All of the Recitals are incorporated into this Agreement by this reference. Exhibits A and B are attached to this Agreement and incorporated by this reference as follows:

Exhibit A Legal Description of Property

Exhibit B Depiction of the Property

Exhibit C Public Improvements

14.17 <u>Recordation</u>. The City Clerk of City shall record this Agreement and any amendment, modification, or cancellation of this Agreement in the Office of the County Recorder

of the Contra Costa County within the period required by California Government Code section 65868.5. The date of recordation of this Agreement shall not modify or amend the Effective Date or the Termination Date.

[SIGNATURE PAGE FOLLOWS]

SIGNATURE PAGE TO DEVELOPMENT AGREEMENT

"OWNER"					
	AMCAL ANTIOCH FUND, LP, a California limited partnership				
Ву:	AMCAL Multi-Housing, Inc., a California corporation, its general partner				
	Ву:				
	Name:				
	Title:				
"CITY	, ,,				
CITY OF ANTIOCH					
Ву:	Name: Title:				
Approved as to form:					
Ву:	Name:				

EXHIBIT A

LEGAL DESCRIPTION

B29

EXHIBIT B

DEPICTION OF PROPERTY

B30

EXHIBIT C

PUBLIC IMPROVEMENTS

Pursuant to the terms of the Conditions of Approval, the Owner shall undertake the construction of the following on-site and off-site public improvement (collectively, the "Public Improvements"):

- 1. The design and construction of approximately 280 linear feet along Holub Lane from East Eighteenth Street to the City as street right-of-way ("Holub Lane Improvements").
- 2. The design and construction Filbert Street ("Filbert Street Improvements").
- 3. The design and construction of a traffic signal and interconnect to adjacent signal(s) (including conduits, wire, and pull boxes) at the intersection of East Eighteenth Street and Holub Lane ("Traffic Signal Improvements").

The following is the relative payment responsibility for each of the Public Improvements as between Owner and the Future Developments.

Improvement	Owner Responsibility	Aasen Responsibility	Holub Responsibility	Mansouri Responsibility
Holub Lane Improvements				
Filbert Street Improvements				
Traffic Signal Improvements				

ATTACHMENT "C"

RESOLUTION NO. 2019/74

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANTIOCH APPROVING A SENIOR HOUSING DENSITY BONUS, USE PERMIT, DESIGN REVIEW AND LOT MERGER FOR THE AMCAL FAMILY/SENIOR APARTMENTS PROJECT

WHEREAS, the City received an application from AMCAL Multi-Housing for approval of an Initial Study / Mitigated Negative Declaration, rezone to High Density Residential (R-25) and Senior Housing Overlay District (SH), a Senior Housing Density Bonus, Lot Merger, Use Permit, and Design Review, for the development of a 394-unit multi-family residential development on 14.85 acres.

WHEREAS, the project site is located southwest of the intersection of East Eighteenth Street and Holub Lane (APN's 051-200-025, and 051-200-026);

WHEREAS, an Initial Study / Mitigated Negative Declaration and Mitigation Monitoring and Reporting Program and Errata was prepared in accordance with the California Environmental Quality Act (CEQA) Guidelines Section 15162, and considered by the Planning Commission on May 1, 2019;

WHEREAS, the Planning Commission recommended adoption of the Initial Study / Mitigated Negative Declaration, Mitigation Monitoring and Reporting Program and Errata to the City Council;

WHEREAS, on May 1, 2019, the Planning Commission recommended approval of a rezone to High Density Residential District (R-25) and Senior Housing Overlay (SH) to the City Council;

WHEREAS, the City Council duly gave notice of public hearing as required by law;

WHEREAS, on May 14, 2019, the City Council duly held a public hearing on the matter, and received and considered evidence, both oral and documentary;

WHEREAS, on May 14, 2019, the City Council duly held a public hearing on the matter, and received and considered evidence, both oral and documentary, and adopted the mitigated negative declaration, MMRP and Errata; and

WHEREAS, on May 14, 2019, the City Council introduced an ordinance to rezone the subject property to High Density Residential (R-25) and Senior Housing Overlay (SH).

NOW THEREFORE BE IT RESOLVED, that the City Council does hereby make the following findings for approval of a Lot Merger:

1. The merger will not interfere with any dedication or offer of dedication for present or prospective public purposes.

- 2. The contiguous parcels are under common ownership.
- 3. The merger will not result in a violation of this code, and that the merger will be consistent with the purposes and intent of this chapter and the Subdivision Map Act.

BE IT FURTHER RESOLVED, that the City Council does hereby make the following required findings for approval of the requested use permit:

- The granting of such use permit will not be detrimental to the public health or welfare or injurious to the property or improvements in such zone or vicinity because the project has been designed and conditioned to comply with the requirements of the City of Antioch Municipal Code.
- 2. The use applied at the location indicated is properly one for which a use permit is authorized because the City of Antioch Zoning Ordinance requires a use permit for all multi-family development applications.
- 3. The site for the proposed use is adequate in size and shape to accommodate such use, and all yards, fences, parking, loading, landscaping, and other features required, for other uses in the neighborhood. The site plan complies with the City of Antioch's High-Density Residential Development standards.
- 4. The site abuts streets adequate in width and pavement type to carry the kind of traffic generated by the proposed use. The project site will construct street improvements, which are designed to meet City standards for adequate width and pavement.
- 5. The granting of such use permit will not adversely affect the comprehensive General Plan because the proposed uses and design are consistent with the City of Antioch General Plan. The General Plan land use designation for the project site is High Density Residential, which allows for the type of use being developed by the project.
- 6. The Conditions of approval protect the public safety, health and general welfare of the users of the project and surrounding area. In addition, the conditions ensure the project is consistent with City standards.

BE IT FURTHER RESOLVED that the City Council of the City of Antioch does hereby **APPROVE** a senior housing density bonus, lot merger, use permit, and design review for the development of a 394-unit multi-family affordable residential development on a 14.85-acre project site located southwest of the intersection of East Eighteenth

Street and Holub Lane (APN's 051-200-025, and 051-200-026) subject to the following conditions:

A. GENERAL CONDITIONS

- 1. The development and all proposed improvements shall comply with the City of Antioch Municipal Code and City Standards, unless a specific exception is granted thereto or approved by the City Engineer.
- 2. This approval expires two years from the date of approval, May 14, 2021, unless a building permit has been issued and construction has diligently commenced thereon and has not expired, or an extension has been approved by the Zoning Administrator. Requests for extensions must be received in writing with the appropriate fees prior to the expiration of this approval. No more than one one-year extension shall be granted.
- All required easements or rights-of-way shall be obtained by the applicant at no cost to the City of Antioch. Advance permission shall be obtained from any property or easement holders for any work done within such property or easements.
- 4. City staff shall inspect the site for compliance with conditions of approval prior to final inspection approval.
- 5. The applicant shall obtain an encroachment permit for all work to be done within the public right-of-way or easement, and peak commute-hour traffic shall not be impeded by construction-related activity.
- 6. All existing easements shall be identified on the site plan and all plans that encroach into existing easements shall be submitted to the easement holder for review and approval, and advance written permission shall be obtained from any property owner or easement holder for any work done within such property or easement.

B. CONSTRUCTION CONDITIONS

- 1. The use of construction equipment shall be as outlined in the Antioch Municipal Code. Construction is restricted to weekdays between the hours of 8:00 AM and 5:00 PM. Requests for alternative days/times may be submitted in writing to the City Engineer for consideration.
- 2. The project shall comply with and supply all the necessary documentation for AMC § 6-3.2: Construction and Demolition Debris Recycling.

- Page 4
- 3. Standard dust control methods shall be used to stabilize the dust generated by construction activities. The developer shall post dust control signage with the contact number of the Developer, the Bay Area Air Quality Management District and the City.
- 4. Driveway access to neighboring properties shall be maintained at all times during construction.

C. FIRE REQUIREMENTS

1. All requirements of the Contra Costa County Fire District shall be met.

D. <u>FEES</u>

- 1. The developer shall pay all City fees which have been established by the City Council and as required by the Antioch Municipal Code.
- 2. The developer shall pay all pass-through fees. Fees include but are not limited to:
 - East Contra Costa Regional Fee and Financing Authority (ECCRFFA) Fee in effect at the time of building permit issuance.
 - Contra Costa County Fire Protection District Fire Development Fee in effect at the time of building permit issuance.
 - Development Impact Fee
 - Traffic Signal Fees
 - Gravity Flow Sewer Assessment Fee
 - School Impact Fees
 - Delta Diablo Sewer Fee
 - Contra Costa Water District Fee
- 3. Prior to issuance of a building permit the developer shall pay the Contra Costa County Flood Control District Drainage Area fee per letter dated September 20, 2018 and the Contra Costa County map maintenance fee, in effect at the time of the filing of the lot merger.
- 4. Prior to issuance of a building permit, the applicant shall pay sewer connection charges for APN 051-200-025 (\$20,558.62) and APN 051-200-026 (\$10,952.02) per City Council Resolution 2001/155 dated December 12, 2001.
- 5. Prior to the earlier to occur of (i) the issuance of the certificate of occupancy for the final building in the Project or (ii) thirty-six (36) months from the issuance of the first building permit, the developer shall pay the City of Antioch a Public Benefit

Impact Fee of \$1,281,345 to compensate the City for the financial impact of the development by funding the provision of additional police protection services and construction of police facilities, as needed.

E. PROPERTY MAINTENANCE

- 1. The following requirements which shall be the responsibility of the property owner:
 - a. Maintenance of the storm water detention basin.
 - b. Compliance with all City Codes regarding property maintenance.
 - c. Maintenance of all slopes to property line.
 - d. Maintenance of all onsite and frontage landscaping.
- A parking lot sweeping program shall be implemented that, at a minimum, provides for sweeping immediately prior to the storm season and prior to each storm event.
- 3. The site shall be kept clean of all debris (boxes, junk, garbage, etc.) at all times.

F. GRADING

- The grading operation shall take place at a time and in a manner so as not to allow erosion and sedimentation. The slopes shall be landscaped and reseeded as soon as possible after the grading operation ceases. Erosion measures shall be implemented during all construction phases in accordance with an approved erosion and sedimentation control plan.
- 2. The final grading plan for this development shall be approved by the City Engineer and signed by a California licensed civil engineer. No grading is allowed without a grading permit issued by the Building Department.
- All elevations shown on the grading and improvement plans shall be on the USGS 1929 sea level datum or NAVD 88 with conversion information, or as approved by the City Engineer.
- 4. All slopes shall drain to approved drainage facilities as approved by the City Engineer.
- 5. Wall and fence locations and elevations shall be included on the grading plan.
- 6. Any existing wells or septic systems on the property shall be properly abandoned under permit from the Contra Costa County Environmental Health Department.
- 7. All grading shall be accomplished in a manner that precludes surface water drainage across any property line.

- 8. Swales adjacent to structures shall have a minimum of a 1% slope or as directed by the City Engineer.
- 9. All off-site grading is subject to the coordination and approval of the affected property owners and the City Engineer. The developer shall submit written authorization to "access, enter, or grade" adjacent properties prior to performing any work.
- Retaining walls shall be of masonry construction and shall not be constructed in City right-of-way or other City maintained parcels unless approved by the City Engineer.
- All retaining walls shall be reduced in height to the maximum extent practicable and any walls or signage shall meet the height requirements in the setback and sight distance triangles as required by the City Engineer.

G. CONSERVATION/NPDES

- 1. Water conservation measures, including low volume toilets, flow restrictors in showers and the use of drought tolerant landscaping, shall be used.
- 2. That the project shall comply with all Federal, State, and City regulations for the National Pollution Discharge Elimination System (NPDES) (AMC § 6-9). (Note: Per State Regulations, NPDES Requirements are those in affect at the time of the Final Discretional Approval.) Under NPDES regulations, the project is subject to provision C.3: New development and redevelopment regulations for storm water treatment. Provision C.3 requires that the project include storm water treatment and source control measures, as well as run-off flow controls, so that post-project runoff does not exceed estimated pre-project runoff. C.3 regulations require the submittal of a Storm Water Control Plan (SWCP) that demonstrates how compliance will be achieved. The SWCP shall be submitted simultaneously with the project plans. For the treatment and flow-controls identified in the approved SWCP, a separate Operation and Maintenance Plan (O&M) shall be submitted and approved before the Building Division will issue Certificate of Occupancy. Both the approved SWCP and O&M plans shall be included in the project CC&Rs. Prior to building permit final and issuance of a Certificate of Occupancy, the developer shall execute any agreements identified in the Storm Water Control Plan that pertain to the transfer of ownership and/or long-term maintenance of storm water treatment or hydrograph modification BMPs.
- 3. The following requirements of the federally mandated NPDES program (National Pollutant Discharge Elimination System) shall be complied with as appropriate, or as required by the City Engineer:

- a. Prior to issuance of permits for building, site improvements, or landscaping, the developer shall submit a permit application consistent with the developer's approved Storm Water Control Plan, and include drawings and specifications necessary for construction of site design features, measures to limit directly connected impervious area, pervious pavements, self-retaining areas, treatment BMPs, permanent source control BMPs, and other features that control storm water flow and potential storm water pollutants.
- b. The Storm Water Control Plan shall be certified by a registered civil engineer, and by a registered architect or landscape architect as applicable. Professionals certifying the Storm Water Control Plan shall be registered in the State of California and submit verification of training, on design of treatment measures for water quality, not more than three years prior to the signature date by an organization with storm water treatment measure design expertise (e.g., a university, American Society of Civil Engineers, American Society of Landscape Architects, American Public Works Association, or the California Water Environment Association), and verify understanding of groundwater protection principles applicable to the project site (see Provision C.3.i of Regional Water Quality Control Board Order R2 2003 0022).
- c. Prior to building permit final and issuance of a Certificate of Occupancy, the developer shall submit, for review and approval by the City, a final Storm Water BMP Operation and Maintenance Plan in accordance with City of Antioch guidelines. This O&M plan shall incorporate City comments on the draft O&M plan and any revisions resulting from changes made during construction.
- d. Prior to building permit final and issuance of a Certificate of Occupancy, the developer shall execute and record any agreements identified in the Storm Water Control Plan which pertain to the transfer of ownership and/or longterm maintenance of storm water treatment or hydrograph modification BMP's.
- e. Prevent site drainage from draining across sidewalks and drive aisles in a concentrated manner.
- f. Collect and convey all storm water entering, and/or originating from, the site to an adequate downstream drainage facility without diversion of the watershed. Submit hydrologic and hydraulic calculations with the Improvement Plans to Engineering Services for review and approval.

- g. Prior to issuance of the grading permit, submit proof of filing of a Notice of Intent (NOI) by providing the unique Waste Discharge Identification Number (WDID#) issued from the Regional Water Quality Control Board.
- h. Submit a copy of the Storm Water Pollution Prevention Plan (SWPPP) for review to the Engineering Department prior to issuance of a building and/or grading permit. The general contractor and all subcontractors and suppliers of materials and equipment shall implement these BMP's. Construction site cleanup and control of construction debris shall also be addressed in this program. Failure to comply with the approved construction BMP may result in the issuance of correction notices, citations, or a project stop work order.
- i. Install appropriate clean water devices at all private storm drain locations immediately prior to entering the public storm drain system. Implement Best Management Practices (BMP's) at all times.
- j. Install "No Dumping, Drains to River" decal buttons on all catch basins.
- k. If sidewalks are pressure washed, debris shall be trapped and collected to prevent entry into the storm drain system. No cleaning agent may be discharged into the storm drain. If any cleaning agent or degreaser is used, wash water shall be collected and discharged to the sanitary sewer, subject to the approval of the sanitary sewer District.
- Include erosion control/storm water quality measures in the final grading plan that specifically address measures to prevent soil, dirt, and debris from entering the storm drain system. Such measures may include, but are not limited to, hydro seeding, gravel bags and siltation fences and are subject to review and approval of the City Engineer. If no grading plan is required, necessary erosion control/storm water quality measures shall be shown on the site plan submitted for an on-site permit, subject to review and approval of the City Engineer. The developer shall be responsible for ensuring that all contractors and subcontractors are aware of and implement such measures.
- m. Sweep or vacuum the parking lot(s) a minimum of once a month and prevent the accumulation of litter and debris on the site. Corners and hard to reach areas shall be swept manually.
- n. 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 for extended periods shall be watered regularly to reduce wind

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erosion. Paved areas and access roads shall be swept on a regular basis. All trucks shall be covered.

- 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 City Inspectors and/or City Engineer.
- p. Install full trash capture device(s) in storm water catch basins that collect water from the project site. A "full trash capture device" is defined as any device or series of devices that traps all particles retained by a 5mm mesh screen and has a design treatment capacity of not less than the peak flow rate resulting from a one-year, one-hour, storm in the tributary drainage catchment area. Selected devices must be detailed on the building permit plan submittal and approved by Public Works prior to installation.
- 4. All impervious surfaces to be constructed as part of the project, including off-site roadways, are subject to C.3 requirements per State Regulations.

H. UTILITIES

- 1. All existing and proposed utilities (e.g. transformers and PMH boxes) shall be undergrounded and subsurface in accordance with the Antioch Municipal Code, except existing P.G.& E. towers, if any, or as approved by the City Engineer.
- 2. Prior to issuance of a building permit, the applicant shall submit hydrologic and hydraulic calculations to the Contra Costa County Flood Control District for review, proving that existing Line 'C' of Drainage Area 29G is adequate to accept the runoff of the entire project site for the 10-year storm, as approved by the City Engineer.
- 3. Prior to issuance of a building permit, the applicant shall submit hydrologic and hydraulic calculations for review to the City for design and construction of storm drain facilities that adequately collect and convey stormwater entering or originating within the development to the nearest adequate man-made drainage facility or natural watercourse, without diversion of watershed.
- 4. All storm water flows shall be collected onsite and discharged into an approved public storm drain system.
- 5. Trash enclosures shall drain to sanitary sewer and shall incorporate methods to contain runoff at the front-gate and pedestrian access point to prevent storm water from entering the enclosure.
- 6. The sewer collection system shall be constructed to function as a gravity system.

- 7. A reduced pressure backflow preventer assembly shall be installed on all City water meter services.
- 8. All onsite utilities outside a public utility easement or as determined by the City Engineer, shall be privately owned and maintained and connected to public facilities in accordance with City Standards.
- 9. Double detector check valve backflow assemblies shall be installed at each end of the private fire line and enclosed within easements granted to the City.
- 10. The developer shall provide adequate water pressure and volume to serve this development, as approved by the City Engineer. This will include a minimum residual pressure of 20 psi with all losses included at the highest point of water service and a minimum static pressure of 50 psi.
- 11. The applicant shall install all infrastructure to serve the site. Infrastructure for access to the site (sewer, water, storm, joint trench, and surface improvements) shall be completed prior to issuance of building permits.
- 12. All proposed drainage facilities, including open ditches, shall be constructed of Portland Concrete Cement or as approved by the City Engineer.

I. LANDSCAPING

- 1. Sight distance triangles shall be maintained per AMC § 9-5.1101, Site Obstructions at Intersections, or as approved by the City Engineer. Landscaping and signage shall not create a sight distance problem.
- Detailed landscaping and irrigation plans for the entire site shall be submitted to the City for review and approval. All landscaping and irrigation shall be installed in accordance with approved plans prior to the issuance of certificates of occupancy for this building.
- 3. Landscaping for the project shall be designed to comply with the applicable requirements of City of Antioch Ordinance No. 2162-C-S the State Model Water Efficient Landscape Ordinance (MWELO). Prior to issuance of a building permit, the applicant shall demonstrate compliance with the applicable requirements of the MWELO in the landscape and irrigation plans submitted to the City.
- 4. Landscape shall show immediate results. Landscaped areas shall be watered, weeded, pruned, fertilized, sprayed, and/or otherwise maintained as necessary. Plant materials shall be replaced as needed to maintain the landscaping in accordance with the approved plans.

5. The tree and shrub sizes shall be as detailed on the project plans.

J. <u>LOT MERGER</u>

- 1. Prior to the issuance of a building permit the applicant shall record a lot merger to consolidate APN 051-200-025 and APN 051-200-026 into one parcel.
- 2. Approval of the lot merger is subject to the City of Antioch Municipal Code and the time lines established in the State of California Subdivision Map Act.
- 3. Prior to recordation of the lot merger, a certificate of lot merger shall be submitted to the City Engineer for review and approval.
- 4. Prior to or concurrent with recordation of the lot merger, the applicant shall annex into CFD 2018-02 (Police Protection) for senior and multi-family units or execute an alternative agreement with the City of Antioch that provides funding for police services equivalent to those that would be assessed through annexation into CFD 2018-02.
- 5. Prior to recordation of the lot merger, the applicant shall annex into Street Light and Landscape Maintenance District 2A Zone 3 and accept a level of annual assessments sufficient to maintain street lights and landscaping adjacent to the project. The annual assessment shall cover the actual annual cost of maintenance as described in the Engineer's Report.
- 6. Prior to or concurrent with recordation of lot merger, the applicant shall dedicate, design and construct approximately 280 linear feet along Holub Lane from East Eighteenth Street to the City as street right-of-way.
- 7. Prior to or concurrent with recordation of lot merger, the applicant shall provide an irrevocable offer of dedication to the City of approximately 555 linear feet of Holub Lane as street right-of-way, which the City will not accept at the time of dedication.
- 8. Prior to or concurrent with recordation of lot merger, the applicant shall dedicate to the City as street right-of-way, design and construct Filbert Street.
- 9. Prior to building permit the applicant shall design and construct a traffic signal and interconnect to adjacent signal(s) (including conduits, wire, and pull boxes) at the intersection of East Eighteenth Street and Holub Lane, as approved by the City Engineer. The City will require future Developers of adjoining properties to pay their fair share of the traffic signal improvements. The City will cooperate with the developer in establishing a financing mechanism or reimbursement agreement for the traffic signal improvements so reimbursement is provided when adjacent properties develop. Should an adjacent developer construct the traffic signal first,

the applicant shall pay 25% (as determined by the traffic impact analysis and approved by the City Engineer) of the cost of design and construction of the traffic signal to the City of Antioch for reimbursement to the adjacent developer(s). The applicant shall acquire and dedicate right-of-way or easements to the City of Antioch for the traffic signal at no cost to the City and to the satisfaction of the City Engineer.

10. Prior to or concurrent with recordation of the lot merger, the applicant may record a public improvement agreement for the deferment of the public improvements above provide appropriate security to ensure completion as required by the City Engineer.

K. FINAL IS/MND AND MITIGATION MONITORING AND REPORTING PROGRAM

- 1. The applicant shall comply with all mitigation measures identified in the Mitigation Monitoring and Reporting Program.
- 2. The applicant shall mitigate any impacts on wildlife, including State and Federally listed threatened and endangered species, and their habitat by compliance with one of the following:
 - a. Implementing, or making enforceable commitments to implement, all applicable mitigation measures in the project environmental documents, as well as any additional measures as may be required by the California Department of Fish & Wildlife (CDFW) or the U.S. Fish & Wildlife Service (FWS), and obtaining a letter(s) from CDFW and FWS stating that the project has fulfilled the requirements of applicable State and Federal wildlife protection laws and regulations; or
 - b. Complying with applicable terms and conditions of the ECCC HCP/NCCP, as determined in written "Conditions of Coverage" by the East Contra Costa County Habitat Conservancy (Conservancy), provided that the City has first entered into an agreement with the Conservancy for coverage of impacts to ECCCHCP/NCCP Covered Species; or
 - c. Complying with a habitat conservation plan and/or natural community conservation plan developed and adopted by the City, including payment of applicable fees, provided that CDFW and FWS have approved the conservation plan.

L. PROJECT SPECIFIC CONDITIONS

1. This senior housing density bonus, lot merger, use permit, and design review approval applies to the construction of 394 affordable multi-family units for families

and seniors as depicted on the project plans and described in the project description submitted to the City of Antioch on February 5, 2019. Any forthcoming plans submitted for any purpose shall be entirely consistent with these received plans, project description and conditions of approval herein. Minor modifications require the approval of the Zoning Administrator per AMC § 9-5.2708, Changed Plan; New Applications. Issuance of a Building Permit, Grading Permit or other permit does not negate or supersede this requirement.

- 2. Filbert Street shall be designed and constructed 40' wide (curb-to-curb) at the western project boundary, necking down to 36' wide (curb-to-curb) at the eastern project boundary, with 5'-wide sidewalks on both sides of the street and a turnaround at the eastern end as approved by the Fire Department and the City Engineer.
- 3. The secondary access driveway on Filbert Street shall be "in-and-out" and for residents only. The slope of the secondary drive aisle and parking spaces adjacent to the senior apartments shall be "flattened" as much as possible to improve access for seniors and the grade difference between building eleven and the parking lot and Filbert Street landscape frontage shall be reduced to the extent feasible. The applicant shall provide landscaping or other reasonable measures to block the view of the secondary access driveway into the adjacent property.
- 4. No structures, trash enclosures or invasive trees shall be located within public easements, as approved by the City Engineer.
- 5. Prior to building permit, the applicant shall submit a detailed plan of the entry gates for review and approval by the City Engineer. The design shall allow for adequate vehicle storage and turnaround. Gated entrances to the site shall include rapid access technology for Fire, Police and other emergency responders.
- 6. Driveway cuts along East Eighteenth Street shall be removed and replaced with City standard curb, gutter and six-foot (6') wide sidewalk.
- 7. All on-site curbs, gutters and sidewalks shall be constructed of Portland cement concrete.
- 8. Asphalt paving shall be designed for a minimum traffic index (TI) of 5.5 and shall have a minimum slope of 2%, concrete paving shall have a minimum slope of 0.75%, and asphalt paving for identified accessible parking stalls and access routes may have a minimum slope of 1.5% and a maximum 2% slope, or as approved by the City Engineer.
- 9. All access drive aisles shall be constructed per current ADA and City standards, subject to review and approval by the City Engineer.

- 10. The applicant shall install and maintain parking lot and pathway lights and landscaping within the project area at no cost to the City.
- 11. The parking lot striping and signing plan shall be approved by the City Engineer.
- 12. All parking spaces shall be double-striped, and all parking lot dimensions shall meet minimum City of Antioch Municipal Code requirements.
- 13. The applicant shall show a turning template on the site plan verifying that trucks can safely ingress, egress, and successfully maneuver throughout the site.
- 14. All cracked, broken or damaged concrete curb, gutter and/or sidewalks along E. Eighteenth Street (in the public right-of-way along the project frontage) shall be removed and replaced as required by the City Engineer and at no cost to the City.
- 15. An additional accent color shall be added to the north, west, and east elevation of building #1 and to the east and west elevation of building #2. The accent color shall be brighter and complementary to the proposed color palette. A revised elevation shall be submitted for the review and approval of the Zoning Administrator.
- 16. The trash enclosures shall be screened with a combination of landscaping and/or evergreen vines and painted to match the building design. The trash enclosure shall comply with AMC § 9-5.1401 Refuse Storage Area Design Guidelines
- 17. The transformers shall be screened with landscaping.
- 18. All mechanical equipment shall be screened from the public right of way.
- 19. All rooftop mechanical equipment shall be screened from the public right-of-way. A line of sight study shall be submitted with the building permit submittal confirming the equipment is screened.
- 20. The back of all parapets shall be finished to match the front.
- 21. The six-foot high fence along East Eighteenth Street shall be set back 15-feet from the property line.
- 22. Carport roofs and supports shall be painted to match the buildings.
- 23. All tandem parking spaces shall be assigned to the same apartment unit.
- 24. The six-foot high solid noise barrier adjacent to the pool area required for noise mitigation in the MMRP shall be compatible with the project architecture. An

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elevation of the barrier shall be included with the building permit submittal and shall be subject to the review and approval of the Zoning Administrator.

- 25. The monument sign shall be located in an area free of visual obstructions. Additional landscaping shall be added around the base of the sign to make the entry into the site more prominent. The color and materials of the sign shall be compatible with the project design.
- 26. The senior units shall be restricted to tenants aged 55 or older.
- 27. Prior to building permits being issued for the site, the applicant shall enter into a Senior Housing Density Bonus Agreement with City of Antioch per the requirements of Title 9, Chapter 5, Article 34 of the Antioch Municipal Code.
- 28. In anticipation of a formal update and assumed increase to the Fire Protection Facility Fee in the coming months, the applicant shall pay an enhanced Fire Protection Facility Fee of \$460 at the time of building permits. Should the formal update occur prior to building permits and a lesser amount is determined for this type of project, the applicant shall be entitled to the lesser amount at that time.
- 29. The applicant shall agree to participate and/or assist in the formation of a Community Facilities District (CFD) to fund the incremental cost of fire protection and ambulance service delivery. At minimum, the applicant shall remit payment equivalent to five (5) years of participation prior to occupancy of the building. The specific values and terms of such arrangement shall be formalized in any forthcoming Development Agreement.

I HEREBY CERTIFY that the foregoing resolution was passed and adopted by the City Council of the City of Antioch, at a regular meeting thereof, held on the 14th day of May 2019 by following vote:

AYES: Council Members Wilson, Motts, Thorpe, Ogorchock and Mayor Wright

NOES: None

ABSTAIN: None

ABSENT: None

ARNE SIMONSEN, CMC CITY CLERK OF THE CITY OF ANTIOCH



STAFF REPORT TO THE PLANNING COMMISSION

DATE: Regular Meeting of May 6, 2020

SUBMITTED BY: Alexis Morris, Planning Manager

SUBJECT: Annual Election of Chair and Vice-Chair

RECOMMENDED ACTION

It is recommended that the Planning Commission nominate and elect a Chair and Vice-Chair.

DISCUSSION

Pursuant to Section 9-5.2506 of the Municipal Code, the Commission shall elect a Chair and Vice-Chair at the last regular meeting of April each year. There were no meetings held in April this year, therefore the election will take place at the first meeting in May. The new officers will assume their positions at the May 20 Planning Commission meeting.