

**ANNOTATED  
AGENDA  
CITY OF ANTIOCH PLANNING COMMISSION  
ANTIOCH COUNCIL CHAMBERS  
THIRD & "H" STREETS**

**WEDNESDAY, JUNE 5, 2013**

**6:30 P.M.**

**NO PUBLIC HEARINGS WILL BEGIN AFTER 10:00 P.M.  
UNLESS THERE IS A VOTE OF THE PLANNING COMMISSION  
TO HEAR THE MATTER**

**APPEAL**

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 **THURSDAY, JUNE 13, 2013**.

If you wish to speak, either during "public comments" or during an agenda item, fill out a Speaker Request Form and place in the Speaker Card Tray. This will enable us to call upon you to speak. Each speaker is limited to not more than 3 minutes under Public Comments and 3 minutes on non-public hearing agenda items. During public hearings, each side is entitled to one "main presenter" who may have not more than 10 minutes; all other speakers during a public hearing item are entitled to a maximum of 5 minutes. These time limits may be modified depending on the number of speakers, number of items on the agenda or circumstances. No one may speak more than once on an agenda item or during "public comments". Groups who are here regarding an item may identify themselves by raising their hands at the appropriate time to show support for one of their speakers.

**ROLL CALL**

**6:32 P.M.**

Commissioners	Sanderson, Chair
	Hinojosa, Vice-Chair
	Motts
	Baatrup
	Miller ( <b>absent</b> )
	Azevedo
	Westerman ( <b>absent</b> )

**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:** May 15, 2013

STAFF REPORT

**APPROVED**

\* \* \* END OF CONSENT CALENDAR \* \* \*

### **NEW PUBLIC HEARINGS**

2. **DAVIDON HOMES** is requesting approval of a Development Agreement applicable to the approximately 170 acre property generally located east of Canada Valley Road and west of State Route 4 (bypass). Davidon Homes has entitlements to develop the subject property with 525 single family homes. The Planning Commission will make a recommendation to the City Council.

**RESOLUTION NO. 2013-09**

**APPROVED; 5/0**

STAFF REPORT

3. **UP-13-05 – EDWARD GIVANS** requests approval of a Use Permit to establish a martial arts and tutoring center. Hours of operation would be Monday through Friday from 3:45 P.M. to 9 P.M and Saturday from 10 A.M. to 3:00 P.M. The project site is located at 4851 Lone Tree Way, Suite A1, in the Williamson Ranch Plaza (APN 056-011-048).

**RESOLUTION NO. 2013-10**

**DENIED; 5/0**

STAFF REPORT

### **ORAL COMMUNICATIONS**

### **WRITTEN COMMUNICATIONS**

### **COMMITTEE REPORTS**

### **ADJOURNMENT** 7:45 p.m.

### **Notice of Availability of Reports**

This agenda is a summary of the actions proposed to be taken by the Planning Commission. For almost every agenda item, materials have been prepared by the City staff for the Planning Commission's consideration. These materials include staff reports which explain in detail the item before the Commission and the reason for the recommendation. The materials may also include resolutions or ordinances which are proposed to be adopted. Other materials, such as maps and diagrams, may also be included. All of these materials are available at the Community Development Department located on the 2<sup>nd</sup> floor of City Hall, 3<sup>rd</sup> and H Streets, Antioch, California, 94509, between the hours of 8:00 a.m. and 11:30 a.m. or by appointment only between

**1:00 p.m. and 5:00 p.m. Monday through Thursday for inspection and copying (for a fee). Copies are also made available at the Antioch Public Library for inspection. Questions on these materials may be directed to the staff member who prepared them, or to the Community Development Department, who will refer you to the appropriate person.**

**CITY OF ANTIOCH  
PLANNING COMMISSION MINUTES**

**Regular Meeting  
6:30 p.m.**

**May 15, 2013  
City Council Chambers**

## CALL TO ORDER

Chair Sanderson called the meeting to order at 6:30 p.m. on Wednesday, May 15, 2013, in the City Council Chambers. She stated that 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 decision. The final appeal date of decisions made at this meeting is 5:00 p.m. on Thursday, May 23, 2013.

## ROLL CALL

**Present:** Commissioners Azevedo, Motts, Miller, Baatrup, Westerman  
Chair Sanderson

**Absent:** Vice-Chair Hinojosa

**Staff:** Senior Planner, Mindy Gentry  
City Consultant, Victor Carniglia  
City Engineer, Ron Bernal  
City Attorney, Lynn Nerland  
Minutes Clerk, Cheryl Hammers

## PLEDGE OF ALLEGIANCE

## PUBLIC COMMENTS

None.

## CONSENT CALENDAR

- 1. Approval of Minutes:** A. April 17, 2013  
B. May 1, 2013

***On motion by Commissioner Motts, and seconded by Commissioner Azevedo, the Planning Commission approved the Minutes of April 17 and May 1, 2013.***

**AYES:** Baatrup, Azevedo, Motts, Sanderson, Westerman, Miller  
**NOES:** None  
**ABSTAIN:** None  
**ABSENT:** Hinojosa

**END OF CONSENT CALENDAR**

---

## **CONTINUED PUBLIC HEARING**

2. **PD-06-04, UP-06-21, AR-06-17** – Ted Liu of Bedrock Ventures, Inc. requests an amendment to condition of approval number 3 from Resolution 2008/29. The amendment would extend the expiration date of the approvals for the Final Planned Development, Use Permit, and design review to March 11, 2015. The project consists of retail and offices, located at Hillcrest Avenue and East Tregallas Road (**APN: 052-100-069 and -068**).

Given that the applicant was not present, it was decided that this item would be moved down on the agenda to allow the applicant time to arrive.

## **NEW ITEM**

3. **PW-150-13 – City of Antioch** is requesting a determination that the 2013-2018 Capital Improvement Program is consistent with the Antioch General Plan.

City Engineer Bernal provided a summary of the staff report dated May 8, 2013, highlighting pages I-7 and I-8 of the 5 year Capital Improvement Program, specifically projects added to 2013-2018 CIP and projects completed in fiscal year 2012-2013.

Commissioner Westerman discussed with CE Bernal the list on pages I-5 and I-6 of the report and clarified that grant funding has been obtained for some of them, but not all of them.

Commissioner Baatrup asked staff about the major pipeline from the sewage plant to the golf course to which CE Bernal responded that they are working on grant funding and the water master plan which mentions alternative water sources and that they are looking to expand in the southern end of town to possibly serve Roddy Ranch. Commissioner Baatrup encouraged the use of recycled water and expressed his desire that City staff look into that.

Commissioner Baatrup clarified with staff that the CIP Program recommendation is consistent with the General Plan.

Chair Sanderson clarified with CA Nerland that this item is not designated as a public hearing, that it is not formal but that the public can make comments.

## **PUBLIC COMMENTS**

None.

Commissioner Motts discussed with staff the consideration of the ferry service and the City's improvements to the restrooms being separate given that ferries have their own restrooms.

***On motion by Commissioner Baatrup and seconded by Commissioner Westerman, the Planning Commission determined that the City of Antioch 2013-2018 Capital Improvement Program is consistent with the Antioch General Plan.***

**AYES:** Sanderson, Motts, Baatrup, Bouslog, Miller, Azevedo and Westerman  
**NOES:** None  
**ABSTAIN:** None  
**ABSENT:** Hinojosa

4. **Z-13-03** – The City of Antioch is requesting a recommendation of approval from the Planning Commission to the City Council for the rezoning of the Northeast Antioch Area. There are three subareas considered for rezoning, which are all located within unincorporated Contra Costa County, consisting of approximately 678 acres. The zoning for Area 1 (470 acres) is being proposed as Heavy Industrial and Open Space, Area 2a as Urban Waterfront (94 acres), and Area 2b (103 acres) as a Study zone. The three subareas are located generally south of the Sacramento County line along the San Joaquin River in the vicinity of Wilbur Avenue, west of the City of Oakley, north and east of the boundaries of the City of Antioch. A mitigated Negative Declaration is also being considered for adoption.

CA Nerland highlighted the public hearing protocols. She said that persons wanting to speak could fill out a speaker card, staff will present the report, the commissioners may have questions of staff, and the public hearing opens. She said that if there is a main presenter that person would have 10 minutes to speak; otherwise the speaker would have 5 minutes to speak. Speakers will be called up by the Chair, that there will be no dialogue, and if there are questions those can be referred to staff if the Chair chooses. She said that no one can speak more than once and asked that comments be kept as short as possible. She said that the rezoning is what is before the Planning Commission tonight, that the comment period on the environmental document has closed and that the Planning Commission is not the decision maker on the annexation but that their role is to make a recommendation to the City Council regarding the rezoning.

Senior Planner Gentry provided a summary of the staff report dated May 9, 2013, and said that on the dais this evening was a Supplemental Staff Report dated May 15, 2013, as well as a packet of letters from Shauna Eisenmann, Wayne and Shauna Eisenmann and Contra Costa County Flood Control.

#### **OPENED PUBLIC HEARING**

Chair Sanderson asked if there were any main speakers and seeing none, called the first speaker.

Ken Wentworth said that he lives at 1501 Trembath Lane and that he has many concerns and is opposed to what is happening and that this is junk science. That multiple people have voiced discontent at the two meetings with the third one coming

up. That they do not need help with their wells and septic systems and that the City is not providing answers as to how they will be impacted. He said that the Planning Commission is part of moving this forward, that what the City is doing is illegal taking their voting rights away, that LAFCO is an unholy alliance with the City with the one million dollar payoff, and that he will lead the charge to file legal action against the Planning Commission and the City to stop this in any way that he can.

Commissioner Baatrup asked the speaker to clarify what he meant by junk science. Mr. Wentworth said that on previous occasions the annexation was proposed which is now all motivated by money with revenue from the power plant, that LAFCO guidelines are to annex it all but that LAFCO has decided that they are an island and not large enough for a vote. He said that maybe junk science is a bad scenario but that what is being proposed is based on improper information.

Chair Sanderson clarified with applicant that his residence was in Area 2b and asked if he had reviewed the materials about the study zoning test period.

Mr. Wentworth responded that he has reviewed what was provided but that it was vague, open ended and lacking in information. He said that he chose to move to the County and that he has concerns how this will affect his street and his property value. He said that he lives on a private street that the City has no jurisdiction over any improvements on his street without his permission and the problem is he is not giving permission to move from the County to the City.

Chair Sanderson asked Mr. Wentworth what his concerns were regarding the study to which he said that he lives in an agricultural area, that the City has no zoning for agricultural and his concerns that it will be changed to something else.

Chair Sanderson asked Mr. Wentworth if he was concerned that after a determination was made that it will make illegal uses on his property to which Mr. Wentworth said that he was concerned that it would be changed from agricultural to something else, that his street may be opened to connect 18<sup>th</sup> Street to the street behind him and his concern with the City's ordinance about gravel roads connecting to paved road given that he lives on a gravel road which is maintained.

Richard Hiebert spoke to say that he was speaking for his parents who reside at 1650 Trembath Lane, and that his family has lived there for seven generations. That there is a lack of a recording secretary at the meetings held at Bridgehead Café, that they are not getting fair feedback and that he is wondering if a person can be provided out there to keep records to view at a later date. Mr. Hiebert said that he is not for this, that they have survived without City services with their current wells and septic systems, and that their roads are maintained. He said that a long time ago, there was a proposed pedestrian path on the west side of his parents property that he would like to know what the Planning Commission is going to do about that and that needs to be addressed. He said if Lipton were to go through to 18<sup>th</sup>, that several houses would not meet the setbacks for the streets. If they are grandfathered in can they keep their rural character as other communities in the State have allowed. Mr. Hiebert said that questions from the previous two meetings have not been answered to their satisfaction, that they have

not had trouble with ambulances or the fire department and that they would like to keep their agricultural vineyards.

City Consultant Carniglia said that he appreciated the comments, that the suggestion of having someone to record the meetings is an excellent idea and that an exhibit has been created which is attached to the Planning Commission resolution to provide residents a level of assurance with the study zone based on input from the meetings. CC Carniglia went through the exhibit pointing out the development standards, sewer and water connections, streets, livestock and home occupations. He said that the Planning Commission is not taking action tonight but would be making a recommendation to the City Council.

Mr. Hiebert stated he would like to see questions answered before going in and would like to preserve what they currently have.

Carol Ray left comments on a speaker card to say that she is a resident of St. Clair Drive, that she would like to have a vote on the annexation of their property and that they would like to keep their neighborhood the way it is. That if there is an annexation of their neighborhood that they should not have any cost to them for anything and that they would like to keep their road private with no through street and no parking on their road.

### **CLOSED PUBLIC HEARING**

Commissioner Azevedo clarified with CC Carniglia that in discussions with LAFCO Area 2b is considered an island, protest proceedings are waived, and residents do not have a say or vote in the annexation process. CC Carniglia said that the only scenario for a vote is if residents go to the City Council and ask that they rearrange the way the application is being structured by submitting one application instead of three and that there is no clean way of addressing it.

Commissioner Baatrup asked staff to address the water and sewer service to properties and said that if these systems fail and cannot be remedied or fixed, that they would not have viable residential buildings and would have to remedy or abandon the living spaces.

CC Carniglia said that Area 2b has larger lots of one acre to an acre and a half in some areas while others have less than an acre in size with the likelihood of having problems with septic going way up for the smaller lot sizes. He said that if a system fails, they could write a large check to fix the problem or they can walk away from the house. He added that the City and County are working together to put infrastructure into the area at a cost of three million dollars each for a total of six million dollars.

Commissioner Baatrup said that the smaller lots in the area would still have to ask the City for services if theirs are failing and that this seems like an inevitable action to address water and sewer.



Commissioner Miller asked staff what is the general benefit of annexation of Area 2b to the City to which CC Carniglia said that what Mr. Wentworth stated is accurate and that annexing the industrial area to the City is a significant property tax to the City. He said that the initial application was for the industrial area because the residents were not interested and LAFCO told the City that Areas 2a and 2b needed to be included. That the power plants were built on the basis of getting City services.

Commissioner Baatrup stated that the City has attempted to move forward with Area 1, and LAFCO has asked that the City include 2a and 2b as it would be a waste of time and money to try again excluding Area 2b.

CC Carniglia stated that it is unprecedented that the County put up three million dollars in an area and that if we delay, that money could be at risk.

Commissioner Azevedo clarified with staff that the power plant is now on the grid and Out of Agency Agreements were approved to utilize City water and sewer and LAFCO has indicated it will not support or issue any agreements in the future.

Commissioner Miller stated that with Exhibit 1 the City is trying to carve out exemptions to Area 2b to which CC Carniglia said that the annexation includes property that has already been developed under the County's standards and the City needs to create new zoning given it does not fit into current residential zoning while also finding a way to address the specific needs of this area that are unique.

Chair Sanderson said that the Planning Commission is here tonight to discuss items but most relevant is the rezoning designation for Area 2b. She said that the Study district is of concern to residents in that it is confusing and vague, that residents are worried that when zoning determinations are made their existing uses of their property will be outlawed and that the study process is going to be an invasion of their privacy. She said a zoning provision needs to allow existing uses to be grandfathered in and asked staff to provide more information on the study process.

SP Gentry stated that they could look at aerials to view existing structures, County records for business licenses, the County Assessor for information on lot size, number of units and the County for building permits. She said that they will hold meetings to get community feedback and that they can go through records instead of in the field so as to not invade the property owner's privacy.

Commissioner Baatrup made a motion that the Planning Commission adopt the resolution recommending City Council adoption of the ordinance for rezoning Areas 1, 2a and 2b.

SP Gentry interjected that the adoption of the resolution for the environmental document must be approved first.

Commissioner Baatrup rescinded the previous motion and motioned to recommend that the City Council approve and adopt the Final Initial Study, Mitigated Negative Declaration and Mitigation Monitoring and Report Program.

---

**RESOLUTION NO. 2013-\*\***

***On motion by Commissioner Baatrup and seconded by Commissioner Azevedo, the Planning Commission recommended that the City Council approve and adopt the Initial Study, Mitigated Negative Declaration and Mitigation Monitoring and Report Program for the Project.***

**AYES:** Sanderson, Azevedo, Motts, Miller, Baatrup and Westerman  
**NOES:** None  
**ABSTAIN:** None  
**ABSENT:** Hinojosa

Commissioner Baatrup made another motion that the Planning Commission recommend that the City Council adopt the ordinance to prezone Areas 1, 2a and 2b of the Northeast Antioch Area.

CA Nerland interjected to add that the resolution includes the Exhibit containing the goals for annexation and recommending that those goals be brought forward to City Council.

**RESOLUTION NO. 2013-\*\***

***On motion by Commissioner Baatrup and seconded by Commissioner Miller, the Planning Commission recommended that the City Council adopt the ordinance to prezone Areas 1, 2a and 2b of the Northeast Antioch Area.***

**AYES:** Sanderson, Azevedo, Motts, Miller, Baatrup and Westerman  
**NOES:** None  
**ABSTAIN:** None  
**ABSENT:** Hinojosa

SP Gentry asked the Planning Commission if there was further direction on the exhibit containing goals for the annexation.

Commissioner Azevedo stated that he has heard the concerns and that the bullet points mitigate most of those concerns. He said that although this is a no win situation as there are residents who don't want to annex into the City but that LAFCO has decided that to participate in recovering revenues from the infrastructure that annexation is required, the City wants to work with the residents. He said that the City is going in the right direction, does not see any changes to the goals, and if there are issues which need to be addressed those can be brought to staff and the City Council. Overall, he is supportive of these goals.

Commissioner Baatrup said that this is a rare process for the City and that staff should be given credit for their efforts in the meetings by putting the agreement together. The City has clearly taken the concerns of the residents and providing formal language to address these concerns. He said that he hopes that the City continues to work with the residents.

Commissioner Miller said that Exhibit 1 does take into consideration the concerns of the residents, the exhibit is a good addition, and the City is trying to work with the residents.

Commissioner Motts concurred that the staff has done an exemplary job and that the study zone would come up with future mitigation of concerns.

## **RECALL OF AGENDA ITEM NUMBER 2**

SP Gentry provided a summary of the staff report dated May 9, 2013.

Commissioner Westerman clarified with staff that this was simply a time extension with no other changes.

Commissioner Miller clarified with staff that the applicant is trying to seek additional time to get financing and to allow the market to recover.

## **OPEN PUBLIC HEARING**

Applicant, Ted Liu, Bedrock Ventures, apologized for being tardy due to traffic. He said that he is just looking for an extension on the approvals that they have to allow time to find financing and tenants and that with the e-Bart project under construction that has definitely shown light on this project.

Commissioner Azevedo asked the applicant if financing were obtained when it was anticipated to start on the project; to which applicant said that they need to find financing as well as a tenant large enough for an anchor but that hopefully that can be accomplished in the next two years.

Commissioner Azevedo stated that at some point if things can't happen in the next two years they may want to look at the project again.

Applicant said that when the project was started, it was proposed with retail out front, a two story medical building and a third building comprised of medical uses but the Commission had indicated wanting to see a sit down restaurant there. If they find a different use, they would revisit the project.

## **CLOSED PUBLIC HEARING**

Commissioner Westerman stated that he was on the panel when this project was first looked at, that it was considered to be a good project for that location, that the buildings look nice and that this is a good use for that site. He said that he hopes conditions improve so that this project can get going and that he is in favor of it.

---

**RESOLUTION NO. 2013/\*\***

***On motion by Commissioner Motts and seconded by Commissioner Westerman, the Planning Commission approved an amendment to condition of approval number 3 of City Council Resolution 2008/29 for the Hillcrest Summit project, extending the Final Planned Development Use Permit and design review until March 11, 2015.***

**AYES:** Sanderson, Azevedo, Motts, Miller, Baatrup, and Westerman  
**NOES:** None  
**ABSTAIN:** None  
**ABSENT:** Hinojosa

**ORAL COMMUNICATIONS**

CA Nerland said that with regards to medical marijuana, the California Supreme Court in another city did decide that a city has the authority to ban dispensaries.

She said that with respect to the Community Supervision Program that the City Council introduced and adopted an ordinance similar to what the Planning Commission had recommended with minor changes regarding the 1000' requirement and the hours of operation. The ordinance will be in effect in thirty days.

CA Nerland said that she recently gave a presentation on the Brown Act to the Economical Development Commission and if there is a desire she can do that for the Planning Commission as well.

**WRITTEN COMMUNICATIONS**

None.

**COMMITTEE REPORTS**

Commissioner Azevedo said that Transplan met last Thursday and they came up with three projects for grant money in Antioch and discussed options for Pittsburg.

Commissioner Motts asked staff about the June meetings to which SP Gentry said that the next meeting would be June 5<sup>th</sup> and Commissioners Westerman and Miller would not be in attendance, but verified that a quorum would be present at that meeting.

**ADJOURNMENT**

Chair Sanderson adjourned the Planning Commission at 8:15 p.m.

Respectfully Submitted,  
Cheryl Hammers

**STAFF REPORT TO THE PLANNING COMMISSION  
FOR CONSIDERATION AT THE MEETING OF JUNE 5, 2013**

**Prepared by:** Tina Wehrmeister, Community Development Director *fw*  
**Date:** May 30, 2013  
**Subject:** Development Agreement between the City of Antioch and Davidon Homes for the Park Ridge Subdivision Project

**RECOMMENDATION**

Staff recommends that the Planning Commission approve the resolution recommending to the City Council approval of the Development Agreement between the City of Antioch and Davidon Homes.

**BACKGROUND**

In March 2010, after a recommendation by the Planning Commission, the City Council approved entitlements for a 525 lot single family subdivision generally located east of Canada Valley Road and west of State Route 4 (bypass) known as the Park Ridge Subdivision. Condition number 78 of City Council Resolution No. 2010/21 (Attachment A) requires a Development Agreement to memorialize the conditions of approval.

**ENVIRONMENTAL REVIEW**

An addendum to the Future Urbanized Area #2 EIR was adopted for this project. The proposed Development Agreement and the terms contained therein do not amend the project. In addition, 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 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.

**ANALYSIS**

State law, Government Code section 65864 et seq., and Article 32 of the Antioch Municipal Code set forth the authority and procedures for the City's consideration of development agreements. As set forth in section 9-5.3203 of the Antioch Municipal Code, development agreements typically provide that the rules and regulations governing land use, density and development regulations applicable to the development of the property at issue shall be those in place at the time of execution of the agreement. Development agreements are

often said to “vest” the right to develop property in a certain manner for a specified period of time.

The proposed Development Agreement is attached as Exhibit 1 to the resolution. The agreement includes a term until March 9, 2027. During the term, Davidon would have the right to develop the property in accordance with the existing project approvals, including the zoning, and planned development and use permit, in place on the date the approvals were granted, March 9, 2010. The agreement also extends the life of the Tentative Map to run along with the term of the Development Agreement. The agreement also memorializes several conditions of approval. Other key terms include:

- Davidon shall pay all generally applicable fees, including processing fees, at the rate and in the amount at the time of payment (Section 2.4)
- Davidon’s future design review submittals must be consistent with the design review guidelines in effect at the time of their design review application to the extent consistent with previous project approvals (Section 2.7)
- Davidon acknowledges its commitment to hire union contractors for the plumbing, electrical and HVAC trades (Section 2.8)
- Establishment of an HOA to maintain common areas and portions of landscaping along major collector and arterial streets abutting the subdivision (Section 2.9)
- Design and construction of Laurel Road and formation of a land based financing district to fund improvements (Sections 2.10 and 2.12)
- Park and trail improvements (Section 2.11)
- Establishment and/or participation in a Police Services Financing District unless a special tax or other revenue generation mechanism to fund Police Services is imposed (Section 2.13)
- Administrative amendments, which do not affect the term, permitted uses, reservation of land, density or height or size of buildings or monetary payments by Davidon, may be approved by the City Manager and City Attorney. All other amendments would require Council approval. (Article 4)
- City must approve certain assignments of the rights under the Development Agreement to ensure the proposed transferee has the qualifications and financial ability to complete the project. City may withhold its consent to a transfer if the transferee is or has been a party to litigation against the City. (Section 5.2.1)
- Remedies are limited and do not include any right to damages (Section 7.1.1)
- Davidon shall initiate the required annual review process every 12 months (Section 7.3)

## **ATTACHMENTS**

- A. City Council resolutions approving the Park Ridge Project
- B. Reduced site plan

**RESOLUTION NO. 2013-\*\***

**RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF ANTIOCH  
RECOMMENDING APPROVAL OF A DEVELOPMENT AGREEMENT BETWEEN  
THE CITY OF ANTIOCH AND DAVIDON HOMES FOR THE  
PARK RIDGE SUBDIVISION PROJECT**

**WHEREAS**, on March 9, 2010 the City Council approved a rezoning, which was adopted on March 23, 2010, and a Final Planned Development, Vesting Tentative Map and Use Permit for a 525 lot single family subdivision generally located east of Canada Valley Road and west of State Route 4 (bypass) known as the Park Ridge Subdivision (the "Project"); and

**WHEREAS**, condition number 78 of City Council Resolution No. 2010/21 approving the Project requires a Development Agreement to memorialize the conditions of approval; 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 or 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 and Davidon Homes have negotiated the Development Agreement attached as Exhibit 1 to this resolutions, which is consistent with the prior Project approvals; and

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

**WHEREAS**, an addendum to the Future Urbanized Area #2 EIR was adopted for the subject development 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 June 5, 2013, duly held a public hearing, received and considered evidence, both oral and documentary; and

**WHEREAS**, the adoption of this Development Agreement will not adversely affect the comprehensive General Plan as it is consistent with the General Plan and carries out the purposes of the General Plan.

**NOW THEREFORE BE IT RESOLVED** that:

1. In recommending approval to the City Council of the Development Agreement between the City of Antioch and Davidon Homes, the Planning Commission makes 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:

a. The City Council adopted an addendum to the Future Urban Area #2 East Lone Tree Way Specific Plan Environmental Impact Report in order to approve the Project. 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 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.

b. The Development Agreement is consistent with the General Plan and the FUA #2 (East Lone Tree) Specific Plan, as it carries out the purposes of the General Plan and the Specific Plan and is consistent with the land use and development designations in such plans.

2. The Planning Commission recommends that the City Council approve the Development Agreement between the City of Antioch and Davidon Homes for the Park Ridge Subdivision Project, in the form attached as Exhibit 1, subject to such changes as may be approved by the City Council.

\* \* \* \* \*

**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 5th day of June 2013.

**AYES:**

**NOES:**

**ABSTAIN:**

**ABSENT:**

\_\_\_\_\_  
TINA WEHRMEISTER, SECRETARY TO THE  
PLANNING COMMISSION



# EXHIBIT 1

RECORDING REQUESTED BY  
AND WHEN RECORDED MAIL TO:

City of Antioch  
200 H Street  
Antioch, CA 94509  
Attention: City Clerk

(Space Above This Line Reserved For Recorder's Use)

## DEVELOPMENT AGREEMENT BETWEEN THE CITY OF ANTIOCH AND DAVIDON HOMES

THIS DEVELOPMENT AGREEMENT ("**Agreement**") by and between the City of Antioch, a municipal corporation ("**City**") and Davidon Homes, a California limited partnership ("**Davidon**") (each a "**Party**" and collectively the "**Parties**"), pursuant to the authority of Division 1, Chapter 4, Article 2.5, Sections 65864 et seq. of the Government Code (the "**Statute**") is entered into as of \_\_\_\_\_, (the "**Effective Date**") in the following factual context:

A. To strengthen the public planning process, encourage private participation in comprehensive planning and reduce the economic risk of development, the California State Legislature enacted the Statute, which authorizes the City to enter into a development agreement with any person having a legal or equitable interest in real property regarding the development of such property.

B. Davidon is the owner of certain real property located in the City of Antioch, Contra Costa County more particularly described in Exhibit A (the "**Property**") which it plans to develop as a single-family residential subdivision, commonly known as the Park Ridge Subdivision Project, in accordance with the Ordinance and Resolutions described in section 2.2 below (the "**Project**").

C. On September 14, 2004, the City Council adopted Resolution No. 2004/18 approving 562 residential development allocations for the Property ("**RDA Resolution**").

D. On May 28, 1996, the City Council certified the Future Urban Area #2 East Lone Tree Specific Plan Environmental Impact Report ("**Environmental Impact Report**") and adopted a Statement of Overriding Considerations.

E. On March 9, 2010, the City Council adopted Resolutions 2010/20 and 2010/21 adopting an addendum to the Environmental Impact Report and a Final Planned Development, Vesting Tentative Map and Use Permit for the Project. The City Council

introduced Ordinance 2037-C-S, rezoning the Property, on March 9, 2010, and adopted it on March 23, 2010.

F. The City Council previously found that the Project is consistent with the City's General Plan and the East Lone Tree Specific Plan. This Agreement also is consistent with those Plans.

G. Absent this Agreement, the Vesting Tentative Map, approved by Resolution No. 2010/21, and related permits will expire on March 9, 2014, twenty-four months after approval of the Map plus an additional twenty-four months as set forth in Government Code Section 66452.23(a).

H. Davidon and the City desire to enter into this Agreement to satisfy condition 78 of the Conditions of Approval set forth in Resolution No. 2010/21 and to extend the term of the Vesting Tentative Map and related permits. In exchange for the covenants contained in this Agreement and the continued commitment of Davidon to provide the benefits described in the Project Approvals, when and if the Project proceeds, and in order to encourage the investment by it necessary to do so, the City is willing to enter into this Agreement to set forth the right of Davidon to complete the Project as provided in this Agreement.

I. Concurrently with the introduction of the Ordinance approving this Agreement, described below, the City Council adopted a Resolution determining that the Environmental Impact Report and Addendum satisfy the requirements of CEQA related to this Agreement.

J. On \_\_\_\_\_, 2013, at a duly noticed public hearing, the City Council adopted Ordinance No. \_\_\_\_\_ approving this Agreement, a copy of which is attached as Exhibit C.

## **AGREEMENT**

In this factual context and intending to be legally bound, the Parties agree as follows:

### **ARTICLE 1 TERM AND APPLICABLE LAW**

The term of this Agreement shall commence as of the Effective Date and continue to and including March 9, 2027. The expiration of the term of this Agreement shall not be interpreted to, and shall not affect, terminate or waive any additional rights that Davidon may have that exist independently of this Agreement and derive from common law vesting or other laws or regulations of the State or the City. The term of this Agreement, or any Project Approval, may be extended from time to time pursuant to Section 3.4, or Section 4.2.

## ARTICLE 2 COVENANTS OF DAVIDON

**Section 2.1 Obligations of Davidon Generally.** Davidon shall have no obligation to proceed with, or complete the Project at any particular time or at all. However, if Davidon proceeds, it shall comply the Applicable Law, as defined below in Section 2.3.

**Section 2.2 Project Approvals; Conditions of Approval.** The City Council adopted the following Resolutions and Ordinance, which collectively are referred to as the “**Project Approvals**”:

**Section 2.2.1** On March 9, 2010, the City Council adopted Resolution No. 2010/20, titled RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANTIOCH ADOPTING AN ADDENDUM TO THE FUA #2 (EAST LONE TREE) SPECIFIC PLAN ENVIRONMENTAL IMPACT REPORT AND REAFFIRMING THE STATEMENT OF OVERRIDING CONSIDERATIONS. A copy of the Resolution is attached as Exhibit B-1.

**Section 2.2.2** On March 9, 2010, the City Council adopted Resolution No. 2010/21, titled RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANTIOCH APPROVING A FINAL PLANNED DEVELOPMENT, VESTING TENTATIVE MAP, AND A USE PERMIT FOR 525 SINGLE-FAMILY HOMES, APPROXIMATELY 25 ACRES OF PASSIVE OPEN SPACE, AND APPROXIMATELY 8.22 ACRES CONSISTING OF A NEIGHBORHOOD PARK FOR THE PARK RIDGE SUBDIVISION PROJECT. A copy of the Resolution is attached as Exhibit B-2. The approval of the Map was made subject to 134 conditions, including Standard Conditions, numbers 1 through 70, and Project Specific Conditions, numbers 71 through 134. The 134 conditions are set forth in the body of the Resolution and are collectively referred to herein as the “**Conditions of Approval**” and each may be referred to as a “**Condition of Approval**.” A number of the Conditions of Approvals are restated, addressed or further clarified in this Agreement.

**Section 2.2.3** On March 9, 2010, the City Council introduced and on March 23, 2010, it adopted Ordinance No. 2037-C-S, titled AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ANTIOCH TO REZONE APPROXIMATELY 169.7 ACRES, COMPRISING THE PARK RIDGE SUBDIVISION PROJECT (APNs: 053-072-016 AND -023), FROM SPECIFIC PLAN (“SP”) TO PLANNED DEVELOPMENT DISTRICT (“PD”). A copy of the Ordinance is attached as Exhibit B-3.

**Section 2.3 Applicable Law.** The rules, regulations, and official policies governing permitted uses of the Property, density and improvement requirements applicable to development of the Property shall be the ordinances, rules, regulations, and official policies in force on March 9, 2010 (collectively, the “**City Regulations**”), except as otherwise expressly provided in the Project Approvals or this Agreement. The law applicable to the Project shall be (a) the City Regulations, (b) the Project Approvals and (c) this Agreement (collectively, the “**Applicable Law**”). If there is a conflict between this Agreement and the City Regulations or Project Approvals, this Agreement shall control. If

there is a conflict between the Project Approvals and the City Regulations, the Project Approvals shall control. The Project Approvals do not include any design review approvals, which Davidon has not yet obtained, but which it must obtain pursuant to the design review guidelines in effect at the time of their application to the extent such guidelines are consistent with the Project Approvals.

**Section 2.4 Fees.** Davidon shall pay when due all generally applicable fees, as required by the Applicable Law, but at the rates and in the amounts applicable at the time of payment. Davidon shall pay project specific fees as required by the Conditions of Approval. *Generally applicable fees* are those fees of the City that were in effect on the Effective Date, and that were applicable to (a) all similar residential projects, or (b) all construction work similar in nature to work required by the Conditions of Approval. *Project specific fees* are fees imposed by the Conditions of Approval that are not generally applicable fees. In addition, Davidon shall pay processing fees and charges of every kind and nature imposed by City, including planning processing deposits, to cover the actual costs to City of processing applications for subsequent approvals or for monitoring compliance with and review subsequent submittals for any Project Approvals granted or issued, as such fees and charges are adjusted from time to time. The foregoing notwithstanding, no fees other than processing fees shall be due before approval of the final map, unless earlier payment is expressly required by the Project Approvals.

**Section 2.5 Improvements.** Davidon shall construct the public and private improvements required by, and more particularly described in the Conditions of Approval. Davidon shall perform the work in accordance with the standards and specifications established by Applicable Law. To the extent there are no such standards or specifications in the Applicable Law other than this Agreement, the work shall be performed in accordance with industry standards and in good and workmanlike manner, as approved by the City Engineer.

**Section 2.6 Subdivision and Other Agreements; Multiple Final Maps.** Davidon shall execute and perform its obligations as set forth in any Subdivision Improvement Agreements required or permitted by Applicable Law to obtain approval of final maps. Davidon may file multiple final maps in accordance with Section 3.4 below.

**Section 2.7 Design Review.** Davidon's design review applications and submittals shall be consistent with the design review guidelines in effect at the time of their application to the extent such guidelines are consistent with the Project Approvals. Davidon's designs shall continue to incorporate a level of quality craftsmanship consistent with other Davidon projects completed in similar regional markets.

**Section 2.8 Subcontractor Labor Commitments.** Davidon has committed to the hiring of Union contractors for the plumbing, electrical and HVAC construction trades on the Park Ridge Project, as documented in a letter from Davidon to Plumbers Local 159 dated March 11, 2010, and attached hereto as Exhibit D.

**Section 2.9 Homeowners Association.** As required by Conditions of Approval 72 and 74, prior to approval of the Final Map, Davidon shall establish a Homeowners Association (HOA) for the Project in conformance with the regulations set forth by the State Department of Real Estate. The HOA shall maintain all private common areas and

amenities, including storm water control facilities. The HOA shall also be responsible for the maintenance of parcels on the residential side fronting on Laurel Road, where Laurel Road is adjacent to the Project, and the residential side fronting on Country Hills Drive within the project. This maintenance responsibility shall include the area from the back of curb to the property line. Medians and landscaping on the non-residential side of the roads shall be maintained by a landscape and lighting district, of which Davidon will be a part. The CC&R's for the HOA shall be reviewed and approved in advance by the City Engineer and City Attorney.

**Section 2.10 Design and Construction of Laurel Road.** As required by Condition of Approval 88, Davidon shall design and construct Laurel Road, including infrastructure and traffic signalization, from the Project's northwestern boundary to the State Route 4 Bypass. The plans and specifications for this portion of Laurel Road shall be completed and approved by City prior to recordation of the final map including the 124<sup>th</sup> lot in the Project and construction shall commence prior to or immediately upon recordation of such final map. The City shall cooperate with Davidon to establish a financing mechanism or reimbursement agreement to provide for reimbursement to Davidon by developers adjacent to Laurel Road of their fair share of the costs of such improvements.

#### **Section 2.11 Park and Trail Improvements.**

**Section 2.11.1** As required by Conditions of Approval 98 and 99, Davidon shall dedicate Parcel G, as shown on the Vesting Tentative Map, to City on the Final Map and shall design and construct an 8.22-acre park on Parcel G at no cost to City ("**Park**"). The design of the Park, including a parking lot and restrooms, shall be reviewed and approved by City Council, as recommended by the City's Park and Recreation Commission and Planning Commission. Parcel G shall be sheet-graded at a maximum of two percent slope. Upon its acceptance by the City, the Park shall be maintained by the City.

**Section 2.11.2** Davidon shall design, acquire all environmental clearances, rights-of-way and easements at its sole cost in order to construct, and construct with material to be approved by the City Engineer, a trail from Pinnacle View Way through the Park and through the open space ending at Treeline Way and Laurel Road ("**Trail Improvements**"). The Park and Trail Improvements shall be completed prior to the issuance of the building permit for the 271<sup>st</sup> lot in the Project. Upon acceptance by the City, the Trail Improvements shall be maintained by City.

**Section 2.12 Communities Facilities District.** As required by Conditions of Approval 77 through 80, prior to recordation of the first final map for the Project and in accordance with the RDA Resolution, Davidon shall form and participate in a land-based financing mechanism (*i.e.*, a Communities Facilities District) for the construction of East Lone Tree Specific Plan infrastructure and other community benefit items identified by and at the discretion of the City Council. This shall include recordation of a CFD Boundary Map, list of approved facilities, development of a Special Tax Formula ("**Rate and Method of Apportionment – RMA**") and recordation of Notice of Special Tax Lien. The RMA shall be structured such that, up to the first 124 units constructed, the special tax shall be levied for

each home at a time no later than the Certificate of Occupancy (“CO”) for each unit and prior to sale. In accordance with the RMA, the special tax will be levied only on each unit at the time of CO; no undeveloped land tax will be levied prior to the issuance of the CO for the 124<sup>th</sup> unit. Upon issuance of a final map containing the 124<sup>th</sup> lot, the special tax will be levied upon each lot within said map, and any subsequent, final map as well as the undeveloped lands within the district boundary to support debt service on bonds to be sold after the issuance of the CO on the 124<sup>th</sup> unit. No bond sale will occur until the recordation of the 125<sup>th</sup> unit. Upon finalization of the CFD, the City may determine that Davidon’s contribution has exceeded that required for completion of East Lone Specific Plan infrastructure and/or other developers’ contributions have provided funding for this infrastructure. In this case, the excess funds from Davidon shall be available for application to other projects enhancing the economic development of Antioch. The use of any excess funds shall be at the direction of the City Council.

**Section 2.12.1** The assessments payable by Davidon shall be \$15,000 per lot shown on a recorded final map of the Project and shall be non-reimbursable. The CFD shall include fair and reasonable assessments on the other properties in the East Lone Tree Focus Area, as determined by a study prepared by EFS, dated \_\_\_\_\_. The City shall sell bonds and collect assessments only as necessary to complete the infrastructure improvements.

**Section 2.12.2** In addition to the assessments of \$15,000 per lot required by Section 2.12.1 above, Davidon shall bear the costs of the City’s formation of the CFD, including but not limited to any consultant costs, and shall provide funding through a deposit account. Notwithstanding anything to the contrary herein, the assessment levied on the other properties shall include a proportionate share of Davidon’s costs of formation, which when collected by the CFD shall be refunded to Davidon without interest.

**Section 2.13 Police Services Funding.** As required to be considered in this Agreement pursuant to Condition of Approval 78, the Project will establish or participate in, if one has already been established, a land based financing mechanism to fund police services reasonably related to the Project. The financing mechanism will be in the form of a Community Facilities District (“CFD”) or other means acceptable to the City in consultation with the Developer. The financing mechanism will be established prior to the issuance of a building permit for the first residential unit of the Project. Davidon shall bear the costs of the City’s formation of the CFD or annexation to the CFD if already created, including consultant costs. Notwithstanding anything to the contrary herein, if a newly formed CFD or annexation includes property in addition to the Property, the City may consider in its discretion that the assessment levied on the other properties shall include a proportionate share of the costs of formation or annexation, which when collected by the CFD shall be refunded to Davidon without interest. The requirements of this Section 2.12 shall be waived if the City imposes a special tax or other form of revenue generation on all City residents dedicated specifically for the purpose of funding police services.

## ARTICLE 3 COVENANTS OF THE CITY

**Section 3.1 Obligations of City Generally.** The City shall act in good faith to accomplish the intent of this Agreement, to protect Davidon's vested rights provided by this Agreement, and to ensure this Agreement remains in full force and effect. City shall cooperate with Davidon so that it receives the benefits of and the rights vested by this Agreement, including prompt and timely action and assistance in (a) forming the Communities Facilities Districts, and (b) obtaining from other governmental entities necessary or desirable permits or other approvals for the Project.

**Section 3.2 Vested Development Rights.** The City confirms and grants to Davidon the vested right to develop the Property in accordance with the Project Approvals and this Agreement. This Agreement shall be enforceable as set forth in Section 9.2 below.

**Section 3.3 Permitted Uses.** The permitted uses of the Property; the density and intensity of use of the Property; the maximum height, bulk and size of buildings, except as such may be limited by any design review approvals yet to be obtained; and provisions for reservation or dedication of land for public purposes are as set forth in the Project Approvals, which City confirms and vests by this Agreement. City shall not require Davidon to reserve or dedicate land for public purposes except as expressly required by the Project Approvals.

**Section 3.4 Life of Vesting Tentative Subdivision Map.** By approval of this Agreement, City extends and vests the term of the Vesting Tentative Map approved by Resolution No. 2010/21 for the term of this Agreement (including any subsequent extensions). The term of this Agreement and of the Vesting Tentative Map shall be extended automatically by a time period equal to the sum of any periods of time during which a development moratorium, as defined in Section 66452.6(f) of the Subdivision Map Act (the "**Map Act**"), is in effect. The term of each Project Approval and any other permit issued by City in conjunction with the Vesting Tentative Map as provided in Section 66452.12 of the Map Act shall expire no sooner than (a) the Vesting Tentative Map or (b) the term otherwise applicable to the Project Approval or permit if this Agreement were not in effect, whichever occurs later. The City shall not require Davidon to enter into any subdivision or other agreement that is inconsistent with this Agreement or the Conditions of Approval or that requires more work than is required by them, provided however that the Parties agree and understand that Davidon will be required to enter into subdivision improvement agreements as set forth in Section 2.6 above. The City shall allow Davidon to file multiple final maps in accordance with Section 66456.1 of the Map Act.

**Section 3.5 City's Reservations of Authority.** Notwithstanding any other provision of this Agreement to the contrary, the following regulations and provisions shall apply to the development of the Property:

**Section 3.5.1** Regulations regarding processing fees and charges, provided such procedures are uniformly applied on a City-wide basis to all substantially similar types of development projects and properties.

**Section 3.5.2** Regulations relating to hearing bodies, petitions, applications, notices, findings, records, hearings, reports, recommendations, appeals and any other matter of procedure, provided such procedures are uniformly applied on a City-wide basis to all substantially similar types of development projects and properties.

**Section 3.5.3** Regulations governing construction standards and specifications, including (a) City's building code, plumbing code, mechanical code, electrical code, fire code and grading code, (b) all uniform construction codes applicable in City at the time of building permit issuance, and (c) design and construction standards for road and storm drain facilities; provided any such regulation has been adopted and uniformly applied by City on a citywide basis and has not been adopted for the purpose of preventing or otherwise limiting construction of all or any part of the Project.

**Section 3.5.4** New City ordinances and regulations that may be in conflict with this Agreement or the Project Approvals but that are necessary to protect persons or property from dangerous or hazardous conditions that create a threat to the public health or safety or create a physical risk, based on findings by the City Council identifying the dangerous or hazardous conditions requiring such changes in the law, why there are no feasible alternatives to the imposition of such changes, and how such changes would alleviate the dangerous or hazardous condition. Changes in laws, regulations, plans or policies that are specifically mandated and required by changes in state or federal laws or regulations that require such to apply to the Project.

**Section 3.5.5** Notwithstanding anything to the contrary provided herein, as provided in the Statute at Section 65869.5: "In the event that state or federal law or regulations, enacted after [this Agreement] has been entered into, prevent or preclude compliance with one or more provisions of [this Agreement], such provisions of [this Agreement] shall be modified or suspended as may be necessary to comply with such state or federal laws or regulations."

**Section 3.5.6** Notwithstanding anything to the contrary provided herein, Davidon shall have the right to challenge in court any City ordinance, policy, regulation or standard that would conflict with Applicable Law or this Agreement or reduce the development rights provided by this Agreement.

## **ARTICLE 4 AMENDMENT**

**Section 4.1 Amendment to Approvals.** To the extent permitted by state and federal law, any Project Approval (hereafter in this ARTICLE 4, an "**Approval**") may, from time to time, be amended or modified in the following manner:

**Section 4.1.1 Administrative Project Amendments.** Upon the written request of Davidon for an amendment or modification to an



Approval, the Director of Community Development, or his/her designee (collectively “**Authorized Official**”) shall determine: (i) whether the requested amendment or modification is minor when considered in light of the Project as a whole; and (ii) whether the requested amendment or modification is substantially consistent with Applicable Law. If the Authorized Official finds that the proposed amendment or modification is minor, substantially consistent with Applicable Law, and will result in no new significant environmental impacts, the amendment shall be determined to be an “**Administrative Project Amendment**” and the Authorized Official may, except to the extent otherwise required by law, approve the Administrative Project Amendment, following consultation with other relevant City staff, without notice and public hearing. Without limiting the generality of the foregoing, lot line adjustments, non-substantial reductions in the density, intensity, scale or scope of the Project, minor alterations in vehicle circulation patterns or vehicle access points, substitutions of comparable landscaping for any landscaping shown on any final development plan or landscape plan, variations in the design and location of structures that do not substantially alter the design concepts of the Project, variations in the location or installation of utilities and other infrastructure connections or facilities that do not substantially alter the design concepts of the Project, and minor adjustments to the Property diagram or Property legal description shall be treated as Administrative Project Amendments.

**Section 4.1.2 Non-Administrative Amendments.** Any request of Davidon for an amendment or modification to an Approval which is determined not to be an Administrative Project Amendment as set forth above shall be subject to review, consideration and action pursuant to the Applicable Law and this Agreement.

**Section 4.1.3 Amendment Exemptions.** Amendment of an Approval requested by Davidon shall not require an amendment to this Agreement. Instead, the amendment automatically shall be deemed to be incorporated into the Project and the Project Approvals and vested under this Agreement.

**Section 4.2 Amendment of This Agreement.** This Agreement may be amended from time to time, in whole or in part, by mutual written consent of the Parties or their successors in interest, as follows:

**Section 4.2.1 Administrative Amendments.** The City Manager and City Attorney are authorized on behalf of the City to enter into any amendments to this Agreement other than amendments which substantially affect (i) the term of this Agreement (excluding extensions of time for performance of a particular act), (ii) permitted uses of the Property, (iii) provisions for the reservation or dedication of land, (iv) the density or intensity of use of the Property or the maximum height or size of proposed buildings, or (v) monetary payments by Davidon. Such amendments (“**Administrative Agreement Amendment**”) shall, except to the extent otherwise required by law, become effective without notice or public hearing.

**Section 4.2.2 Non-Administrative Amendments.** Any request of Davidon for an amendment or modification to this Agreement which is determined not to be an Administrative Agreement Amendment as set forth above shall be subject to review, consideration and action pursuant to the Applicable Law and this Agreement.

## ARTICLE 5 ASSIGNMENT, TRANSFER AND MORTGAGEE PROTECTION

**Section 5.1 Assignment of Interests, Rights and Obligations.** Nothing herein limits the right of Davidon to freely alienate or transfer all or any portion of the Property. Davidon may transfer or assign all or any portion of its interests, rights or obligations under this Agreement or the Project Approvals, including any amendments thereto (a **"Transfer"**) to any third party who acquires an interest or estate in the Property or any portion thereof including, without limitation, purchasers or ground lessees of lots, parcels or improvements (a **"Transferee"**), subject to the requirements for City's consent set forth in this ARTICLE 5.

### **Section 5.2 Transfer Agreements.**

**Section 5.2.1 Written Agreement.** In connection with a Transfer by Davidon (other than a Transfer by Davidon to an Affiliated Party (as defined below), to a Mortgagee (as defined below in Section 5.4) or to a Home Purchaser (as defined below in Section 5.3)), Davidon and the Transferee shall enter into a written agreement (a **"Transfer Agreement"**), with City's consent in writing to the Transfer, regarding the respective interests, rights and obligations of Davidon and the Transferee in and under the Agreement and the Project Approvals. Such Transfer Agreement may (i) release Davidon from obligations under the Agreement or the Project Approvals that pertain to that portion of the Project being transferred, as described in the Transfer Agreement, provided that the Transferee expressly assumes such obligations, (ii) transfer to the Transferee vested rights to improve and use that portion of the Project being transferred, and (iii) address any other matter deemed by Davidon to be necessary or appropriate in connection with the transfer or assignment. Davidon shall notify the City in writing that it plans to execute a Transfer Agreement at least 60 days in advance of the execution date and provide City with such information as may be required by City to demonstrate the Transferee's qualifications and financial ability to complete the Project. City shall have 30 days from the date of such notice to review the information and provide a determination to Davidon. City may withhold its consent if the City reasonably determines that the Transferee is or has been a party to litigation filed against the City or if the Transferee lacks the financial ability to complete the Project. If City consents to the Transfer, Davidon shall be released from its obligations as provided in the Transfer Agreement. If City does not consent to the Transfer, City shall provide its reasons in writing and shall meet with Davidon in good faith to determine what additional information may be necessary for City to provide its consent. An **"Affiliated Party"** is defined as any corporation, limited liability company, partnership or other entity which is controlling of, controlled by, or under common control with Davidon, and **"control,"** for purposes of this

definition, means effective management and control of the other entity, subject only to major events requiring the consent or approval of the other owners of such entity.

**Section 5.2.2 Binding.** Any Transfer Agreement shall be binding on Davidon, the City and the Transferee, but shall not release Davidon absent express language in the Transfer Agreement. Upon recordation in the Official Records of Contra Costa County of any Transfer Agreement, Davidon shall be released from those obligations assumed by the Transferee therein, subject to the provisions of Section 5.2.1 above.

**Section 5.3 Home Purchaser.** The burdens, obligations and duties of Davidon under this Agreement shall terminate with respect to, and neither a Transfer Agreement nor the City's consent shall be required in connection with, any single-family residence conveyed to a purchaser or leased for a period in excess of one year. The Transferee in such a transaction and its successors ("**Home Purchaser**") shall be deemed to have no obligations under this Agreement.

**Section 5.4 Mortgagee Protection.** This Agreement shall be superior and senior to any lien placed upon the Property or any portion thereof after the date of recording of this Agreement, including the lien of any deed of trust or mortgage ("**Mortgage**"). The foregoing notwithstanding, no breach of this Agreement shall defeat, render invalid, diminish or impair the lien of any Mortgage made in good faith and for value, but all of the terms and conditions contained in this Agreement (including but not limited to the City's remedies to terminate the rights of Davidon and its successors and assigns under this Agreement, to terminate this Agreement, and to seek other relief as provided in this Agreement) shall be binding upon and effective against any person or entity, including any deed of trust beneficiary or mortgagee ("**Mortgagee**") who acquires title to the Property, or any portion thereof, by foreclosure, trustee's sale, deed in lieu of foreclosure, or otherwise.

**Section 5.4.1 Mortgagee Not Obligated.** The provisions of Section 5.4 notwithstanding, no Mortgagee shall have any obligation or duty under this Agreement to construct or complete the construction of improvements, or to guarantee such construction or completion; provided, however, that a Mortgagee shall not be entitled to devote the Property to any uses or to construct any improvements other than those uses or improvements provided for or authorized by this Agreement, or otherwise under the Project Approvals.

**Section 5.4.2 Notice of Default to Mortgagee.** If the City receives a written notice from a Mortgagee or from Davidon requesting a copy of any notice of default given Davidon and specifying the address for notice, then the City shall deliver to the Mortgagee at the Mortgagee's cost, concurrently with delivery to Davidon, any notice with respect to any claim by the City that Davidon has committed an event of default. Each Mortgagee shall have the right during the same period available to Davidon to cure or remedy, or to commence to cure or remedy, the event of default claimed or the areas of noncompliance set forth in the City's notice. The City Manager is

authorized on behalf of the City to grant to the Mortgagee an extension of time to cure or remedy, not to exceed an additional 60 days.

## ARTICLE 6

### COOPERATION IN THE EVENT OF LEGAL CHALLENGE, INDEMNITY

Davidon, as the real party in interest, shall defend, indemnify and hold harmless the City, with legal counsel reasonably acceptable to the City Attorney, in any action brought by a third party to challenge this Agreement, or any Project Approval, including the related environmental review. The Parties shall cooperate fully in the defense of any such action.

## ARTICLE 7

### DEFAULT; TERMINATION; ANNUAL REVIEW

#### Section 7.1 Default.

**Section 7.1.1 Remedies In General.** As part of the bargained for consideration for this Agreement, the Parties agree that any action or proceeding to cure, correct or remedy any default or to enforce any covenant or promise under this Agreement shall be limited solely and exclusively to those remedies expressly provided. The Parties agree that, following notice and expiration of any applicable cure periods and completion of the dispute resolution process set forth in ARTICLE 8 below, either Party may institute legal or equitable proceedings to cure, correct, or remedy any default, or to enforce any covenant or promise herein, enjoin any threatened or attempted violation, or enforce by specific performance, declaratory relief or writ of mandate the obligations and rights of the Parties. In no event shall either Party, or any of their officers, agents, representatives, officials, employees or insurers, be liable to the other Party for damages, whether actual, consequential, punitive or special, for any breach or violation of this Agreement. Any legal action to interpret or enforce the provisions of this Agreement shall be brought in the Superior Court for Contra Costa County, California.

**Section 7.1.2 Cure Period.** Subject to extensions of time by mutual consent in writing of the Parties, breach of, failure, or delay by either Party to perform any term or condition of this Agreement shall constitute a default. In the event of any alleged default of any term, condition, or obligation of this Agreement, the Party alleging such default shall give the defaulting Party notice in writing specifying the nature of the alleged default and the manner in which such default may be satisfactorily cured ("**Notice of Breach**"). The defaulting Party shall cure the default within 30 days following receipt of the Notice of Breach, provided, however, if the nature of the alleged default is non-monetary and such that it cannot reasonably be cured within such 30-day period, then the commencement of the cure within such time period, and the diligent prosecution to completion of the cure thereafter, shall be deemed to be a cure, provided that if the cure is not diligently prosecuted to completion, then no additional cure period shall be provided. If the alleged failure is cured within the time provided above, then no default shall exist and

the noticing Party shall take no further action to exercise any remedies available hereunder. If the alleged failure is not cured, then a default shall exist under this Agreement and the non-defaulting Party may exercise any of the remedies available.

**Section 7.1.3 Procedure for Default by Davidon.** If Davidon is alleged to be in default hereunder by City then after notice and expiration of the cure period specified above and the dispute resolution process set forth in ARTICLE 8 below, City may institute legal proceedings against Davidon pursuant to this Agreement, and/or give notice of intent to terminate or modify this Agreement to Davidon pursuant to California Government Code Section 65868. Following notice of intent to terminate or modify this Agreement as provided above, the matter shall be scheduled for consideration and review at a duly noticed and conducted public hearing in the manner set forth in Government Code Sections 65865, 65867 and 65868 by the City Council within 60 calendar days following the date of delivery of such notice (the "**Default Hearing**"). Davidon shall have the right to offer written and oral testimony prior to or at the time of said public hearing. If the City Council determines that a default has occurred and is continuing, and elects to terminate the Agreement, City shall give written notice of termination of the Agreement to Davidon by certified mail and the Agreement shall thereby be terminated 30 days thereafter; provided, however, that if Davidon files an action to challenge City's termination of the Agreement within such 30-day period, then the Agreement shall remain in full force and effect until a trial court has affirmed City's termination of the Agreement and all appeals have been exhausted (or the time for requesting any and all appellate review has expired). This Section shall not be interpreted to constitute a waiver of section 65865.1 of the Government Code, but merely to provide a procedure by which the Parties may take the actions set forth in Section 65865.1.

**Section 7.1.4 Procedure for Default by City.** If the City is alleged by Davidon to be in default under this Agreement, then after notice and expiration of the cure period and completion of the dispute resolution procedures below, Davidon may enforce the terms of this Agreement by an action at law or in equity, subject to the limitations set forth above.

**Section 7.2 Excusable Delay; Extension of Time of Performance.** In addition to specific provisions of this Agreement, neither Party shall be deemed to be in default where delays in performance or failures to perform are due to, or a necessary outcome of, war, insurrection, strikes or other labor disturbances, walk-outs, riots, floods, earthquakes, fires, casualties, acts of God, enactment or imposition against the Project of any moratorium, or any time period for legal challenge of such moratorium by Davidon, or similar basis for excused performance which is not within the reasonable control of the Party to be excused. Litigation attacking the validity of this Agreement or any of the Project Approvals or implementing or subsequent approvals, or any permit, ordinance, entitlement or other action of a governmental agency other than the City necessary for the development of the Project pursuant to this Agreement, or Davidon's inability to obtain materials, power or public facilities (such as water or sewer service) to the Project, shall be deemed to create an excusable delay as to Davidon. Upon the request of either Party, an extension of time for

the performance of any obligation whose performance has been so prevented or delayed shall be memorialized in writing. The City Manager is authorized on behalf of the City to enter into such an extension. The term of any such extension shall be equal to the period of the excusable delay, or longer, as may be mutually agreed upon.

**Section 7.3 Annual Review.** Throughout the term of this Agreement, at least once every 12 months, Davidon shall provide City with a written report demonstrating its good-faith compliance with the terms of this Agreement (the “**Written Report**”). City’s City Manager and City Attorney shall review the Written Report to determine whether Davidon is in good-faith compliance with the terms of the Agreement and, if they have concerns about Davidon’s compliance, shall schedule a review before the City Council (the “**Periodic Review**”). At least 10 days prior to the Periodic Review, the City shall provide to Davidon a copy of any staff reports and documents to be used or relied upon in conducting the review (and, to the extent practical, related exhibits) concerning Davidon’s performance. Davidon shall be permitted an opportunity to respond to the City’s evaluation of Davidon’s performance, either orally at a public hearing or in a written statement, at Davidon’s election. If before the public hearing, such response shall be directed to the Community Development Director. At the conclusion of the Periodic Review, the City Council shall make written findings and determinations, on the basis of substantial evidence, as to whether or not Davidon has complied in good faith with the terms and conditions of this Agreement. If the City Council finds and determines, based on substantial evidence, that Davidon has not complied with such terms and conditions, the City Council may initiate proceedings to terminate or modify this Agreement, in accordance with Government Code Section 65865.1, by giving notice of its intention to do so, in the manner set forth in Government Code Sections 65867 and 65868. If after receipt of the Written Report, the City does not (a) schedule a Periodic Review within two months, or (b) notify Davidon in writing of the City’s determination after a Periodic Review, then it shall be conclusively presumed that Davidon has complied in good faith with the terms and conditions of this Agreement during the year covered under the Written Report.

**Section 7.4 Notice of Compliance.** Within 30 days following any written request which Davidon or a Mortgagee may make from time to time, the City shall execute and deliver to the requesting party (or to any other party identified by the requesting party) a written “**Notice of Compliance**”, in recordable form, duly executed and acknowledged by the City, that certifies: (a) this Agreement is unmodified and in full force and effect, or if there have been modifications, that this Agreement is in full force and effect as modified and stating the date and nature of the modifications; (b) there are no current uncured defaults under this Agreement or specifying the dates and nature of any default; and (c) any other information reasonably requested by Davidon or the Mortgagee. The failure to deliver such a statement within such time shall constitute a conclusive presumption against the City that this Agreement is in full force and effect without modification except as may be represented by Davidon and that there are no uncured defaults in the performance of Davidon, except as may be represented by Davidon. Davidon shall have the right, in its sole discretion, to record the Notice of Compliance.

## ARTICLE 8 DISPUTE RESOLUTION

**Section 8.1 Dispute; Confidentiality.** Any controversy or dispute arising out of or related to this Agreement, or the development of the Project (a “**Dispute**”), shall be subject to private negotiation among the Parties, and if then not resolved shall be subject to non-binding mediation followed by litigation, if necessary, as set forth below. Each Party agrees that any Dispute, and all matters concerning any Dispute, will be considered confidential and will not be disclosed to any third-party except (a) disclosures to a Party’s attorneys, accountants, and other consultants who assist the Party in the resolution of the Dispute, (b) as provided below with respect to the mediation, and (c) as otherwise required by law, including without limitation, the California Public Records Act.

**Section 8.2 Private Negotiation.** If a Dispute arises, the Parties agree to negotiate in good faith to resolve the Dispute. If the negotiations do not resolve the Dispute to the reasonable satisfaction of the Parties within 30 days from a written request for a negotiation, then the Dispute shall be submitted to mediation pursuant to Section 8.3.

**Section 8.3 Mediation.** Within 15 days following the written request to negotiate, either Party may initiate non-binding mediation (the “**Mediation**”), conducted by JAMS/Endispute, Inc. (“**JAMS**”) or any other agreed-upon mediator. Either Party may initiate the Mediation by written notice to the other Party. The mediator shall be a retired judge or other mediator, selected by mutual agreement of the Parties, and if the Parties cannot agree within 15 days after the Mediation notice, the mediator shall be selected through the procedures regularly followed by JAMS. The Mediation shall be held within 15 days after the Mediator is selected, or a longer period as the Parties and the mediator mutually decide. If the Dispute is not fully resolved by mutual agreement of the Parties within 15 days after completion of the Mediation, then either Party may commence an action in state or federal court. The Parties shall bear equally the cost of the mediator’s fees and expenses, but each Party shall pay its own attorneys’ and expert witness fees and any other associated costs.

**Section 8.4 Injunction.** Nothing in this ARTICLE 8 shall limit a Party’s right to seek an injunction or restraining order from a court of competent jurisdiction in circumstances where such relief is deemed necessary to preserve assets.

## ARTICLE 9 MISCELLANEOUS

**Section 9.1 Defined Terms; Citations.** The capitalized terms used in this Agreement, unless the context obviously indicates otherwise, shall have the meaning given them in this Agreement. Except as otherwise expressly stated, all citations are to the Government Code of the State of California.

**Section 9.2 Enforceability.** As provided in Section 65865.4, this Agreement shall be enforceable by either Party notwithstanding any change enacted or adopted (whether by ordinance, resolution, initiative, or any other means) in any applicable general plan, specific plan, zoning ordinance, subdivision ordinance, or any other land use ordinance or resolution or other rule, regulation or policy adopted by the City that changes, alters or amends the

ordinances, rules, regulations and policies included in the Applicable Law, except as this Agreement may be amended or canceled pursuant to Section 65868 or modified or suspended pursuant to Section 65869.5.

**Section 9.3 Other Necessary Acts.** Each Party shall execute and deliver to the other all such other further instruments and documents as may be reasonably necessary to carry out the Project Approvals and this Agreement and to provide and secure to the other Party the full and complete enjoyment of its rights and privileges under this Agreement.

**Section 9.4 Construction.** Each reference in this Agreement to this Agreement or any of the Project Approvals shall be deemed to refer to this Agreement or the Project Approval, as it may be amended from time to time. This Agreement has been reviewed and revised by legal counsel for both the City and Davidon, and no presumption or rule that ambiguities shall be construed against the drafting party shall apply to the interpretation or enforcement of this Agreement.

**Section 9.5 Covenants Running with the Land.** All of the provisions contained in this Agreement shall be binding upon and benefit the Parties and their respective heirs, successors and assigns, representatives, lessees, and all other persons acquiring all or a portion of, or interest in, the Property, whether by operation of law or in any manner whatsoever. All of the provisions contained in this Agreement shall be enforceable as equitable servitudes and shall constitute covenants running with the land pursuant to California law including, without limitation, Civil Code Section 1468. Each covenant herein to act or refrain from acting is for the benefit of or a burden upon the Property, as appropriate, runs with the Property and is for the benefit of and binding upon the owner, Davidon, and each successive owner of all or a portion of the Property, during its ownership of such property.

**Section 9.6 Attorneys' Fees.** If any legal action or other proceeding is commenced to enforce or interpret any provision of, or otherwise relating to, this Agreement, the losing party or parties shall pay the prevailing party's or parties' actual expenses incurred in the investigation of any claim leading to the proceeding, preparation for and participation in the proceeding, any appeal or other post-judgment motion, and any action to enforce or collect the judgment including without limitation contempt, garnishment, levy, discovery and bankruptcy. For this purpose "expenses" include, without limitation, court or other proceeding costs and experts' and attorneys' fees and their expenses. The phrase "prevailing party" shall mean the party which is determined in the proceeding to have prevailed or which prevails by dismissal, default or otherwise.

**Section 9.7 No Agency, Joint Venture or Partnership.** The City and Davidon disclaim the existence of any form of agency relationship, joint venture or partnership between the City and Davidon. Nothing contained in this Agreement or in any document executed in connection with this Agreement shall be construed as creating any relationship other than a contractual relationship between the City and Davidon.

**Section 9.8 No Third Party Beneficiary.** This Agreement is made solely and specifically among and for the benefit of the Parties, and their respective successors and assigns subject to the express provisions relating to successors and assigns, and no other



party other than a Mortgagee will have any rights, interest or claims or be entitled to any benefits under or on account of this Agreement as a third party beneficiary or otherwise.

**Section 9.9 Notices.** All notices, consents, requests, demands or other communications to or upon the respective Parties shall be in writing and shall be effective for all purposes: (A) upon receipt on any City business day before 5:00 PM local time and on the next City business day if received after 5:00 PM or on other than a City business day, including without limitation, in the case of (i) personal delivery, (ii) delivery by messenger, express or air courier or similar courier, or (iii) transmittal by electronically confirmed telecopy or facsimile, or (B) five days after being duly mailed certified mail, return receipt requested, postage prepaid, all addressed as follows:

If to City, to:                      City of Antioch  
   Attention: City Manager  
   200 H Street  
   Antioch, CA 94509  
   Telephone: (925) 779-7011  
   Facsimile: (925) 779-7003

With a mandatory  
copy to:                                City Attorney  
   City of Antioch  
   200 H Street  
   Antioch, CA 94509  
   Telephone: (925) 779-7015  
   Facsimile: (925) 779-7003

If to Davidon, to:                   Davidon Homes  
   Attention: Jeff Thayer  
   1600 South Main Street, Suite 150  
   Walnut Creek, CA 94596  
   Telephone: (925) 945-8000  
   Facsimile: (925) 256-0140

With a mandatory  
copy to:                                Perkins Coie LLP  
   Attention: Geoff Robinson  
   Four Embarcadero Center  
   San Francisco, CA 94111-4131  
   Telephone: 415.344.7000  
   Direct Telephone: 415.344.7050  
   Facsimile: 415.344.7050

In this Agreement "City business days" means days that the Antioch City Hall is open for business and does not currently include Fridays, Saturdays, Sundays, and federal and state legal holidays. Either Party may change its address by written notice to the other on five business days' prior notice in the manner set forth above. Receipt of communication by facsimile shall be sufficiently evidenced by a machine-generated confirmation of transmission without notation of error. In the case of illegible or otherwise unreadable

facsimile transmissions, the receiving Party shall promptly notify the transmitting Party of any transmission problem and the transmitting Party shall promptly resend any affected pages.

**Section 9.10 Entire Agreement and Exhibits.** This Agreement constitutes in full, the final and exclusive understanding and agreement of the Parties and supersedes all negotiations or previous agreements of the Parties with respect to all or any part of the subject matter of this Agreement. No oral statements or prior written matter not specifically incorporated in this Agreement shall be of any force and effect. No amendment of, supplement to or waiver of any obligations under this Agreement will be enforceable or admissible unless set forth in a writing approved by the City and Davidon. The following exhibits are attached to this Agreement and incorporated for all purposes:

Exhibit A	Property Description
Exhibit B-1	Resolution 2010/20
Exhibit B-2	Resolution 2010/21
Exhibit B-3	Ordinance 2037 - C-S
Exhibit C	Ordinance approving this Agreement, described in Recital J
Exhibit D	Letter from Davidon to Plumbers Local 159 dated March 11, 2010

**Section 9.11 Counterparts.** This Agreement may be executed in any number of identical counterparts and each counterpart shall be deemed to be an original document. All executed counterparts together shall constitute one and the same document, and any counterpart signature pages may be detached and assembled to form a single original document. This Agreement may be executed by signatures transmitted by facsimile, adobe acrobat or other electronic image files and these signatures shall be valid, binding and admissible as though they were ink originals.

**Section 9.12 Recordation of Development Agreement.** Pursuant to Section 65868.5, no later than ten days after the City enters into this Agreement, the City Clerk shall record an executed copy of this Agreement in the Official Records of the County of Contra Costa.

This Agreement has been entered into by and between Davidon and the City as of the Effective Date.

**CITY:**

**City of Antioch**, a municipal corporation

By: \_\_\_\_\_  
\_\_\_\_\_  
City Manager

**DAVIDON:**

**Davidon Homes**, a California limited partnership

By: Davidon Corporation  
its general partner

By: \_\_\_\_\_  
Name: Jeff Thayer

APPROVED AS TO FORM:

By: \_\_\_\_\_  
\_\_\_\_\_,  
Special Counsel to City

ATTEST:

By: \_\_\_\_\_  
\_\_\_\_\_,  
City Clerk

Its: Vice President

APPROVED AS TO FORM:  
Bingham McCutchen, LLP

By: \_\_\_\_\_  
\_\_\_\_\_  
Attorneys for Davidon

# ATTACHMENT "A"

## RESOLUTION NO. 2010/20

### **RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANTIOCH ADOPTING AN ADDENDUM TO THE FUA #2 (EAST LONE TREE) SPECIFIC PLAN ENVIRONMENTAL IMPACT REPORT AND REAFFIRMING THE STATEMENT OF OVERRIDING CONSIDERATIONS**

**WHEREAS**, the City Council of the City of Antioch did receive a request from Davidon Homes for approval of a rezone from Specific Plan (SP) to Planned Development (PD) to construct 525 single-family homes including associated infrastructure improvements, approximately 25 acres of passive open space, and approximately 8.22 acres for a neighborhood park. The project is generally located west of State Route 4 Bypass and Canada Valley Road, south of Laurel Road (Z-09-02) (APNs: 053-072-016, 053-060-022 and -023); and

**WHEREAS**, the City Council on May, 28, 1996, pursuant to the California Environmental Quality Act, the City of Antioch certified the Future Urban Area #2 (East Lone Tree Specific Plan) Environmental Impact Report and adopted a Statement of Overriding Considerations for the significant and unavoidable impact related to regional air quality because the benefits derived from the project would outweigh the impact;

**WHEREAS**, pursuant to the California Environmental Quality Act and City implementing procedures, an Addendum to the Future Urban Area #2 (East Lone Tree) Specific Plan Environmental Impact Report has been prepared for this project;

**WHEREAS**, measures specified in the Final Environmental Impact Report and Addendum will be implemented to mitigate any adverse environmental impacts from the project, with the exception of an impact to air quality which would be significant and unavoidable;

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

**WHEREAS**, on January 20, 2010, the Planning Commission held a public hearing on the matter, and received and considered evidence, both oral and documentary and recommended the City Council adopt the Addendum to the Future Urban Area #2 (East Lone Tree) Specific Plan EIR and reaffirm the Statement of Overriding Considerations;

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

**WHEREAS**, on March 9, 2010, the City Council held a public hearing on the matter, and received and considered evidence, both oral and documentary; and

**RESOLUTION NO. 2010/20**

March 9, 2010

Page 2

**NOW THEREFORE BE IT RESOLVED** that the City Council does hereby make the following findings for adoption of the Addendum to the Project Level Environmental Impact Report on the Future Urban Area #2 (East Lone Tree) Specific Plan:

**FINDING:** Based on the entire record before it, the City finds that there have not been substantial changes proposed in the project which will require major revisions of the previous EIR due to the involvement of new significant environmental effects or substantial increase in the severity of previously identified significant effects.

**EVIDENCE:** The Park Ridge project is consistent with all elements of the adopted East Lone Tree Specific Plan, and would therefore not result in new or expanded impacts beyond those identified in the previously certified Specific Plan EIR or Addenda.

**FINDING:** Based on the entire record before it, the City finds no substantial changes with respect to the circumstances under which the project is undertaken which will require major revisions of the previous EIR due to the involvement of new significant environmental effects or a substantial increase in the severity of previously identified significant effects.

**EVIDENCE:** No substantial changes have occurred within the planning area, community or region which would lead to new or expanded significant project impacts. As documented in the Addendum's Technical Appendices and reviewed in Chapters 2 and 3, cumulative development within the planning area is no greater than anticipated under the Specific Plan project-level EIR. The project site now adjoins the completed State Route 4 Bypass to the east, and a substantially complete housing development to the south. Segment 1 of the State Route 4 Bypass provides additional capacity to relieve traffic volumes on local feeder streets to Highway 4. Consequently, development of the proposed project would occur in the context of additional existing development and local roadway improvements. The Addendum provides an updated description of current conditions and anticipated development over the next several years, in order to address the potential near-term impacts.

**FINDING:** Based on the entire record before it, the City finds no new information of substantial importance, which was not known and could not have known with the exercise of reasonable diligence at the time the FUA #2 (East Lone Tree) Specific Plan EIR was certified, that shows any of the following:

- a) The project will have one or more significant effects not discussed in the previous EIR.
- b) Significant effects previously examined will be substantially more severe than shown in the previous EIR.

**RESOLUTION NO. 2010/20**

March 9, 2010

Page 3

- c) Mitigation measures or alternatives previously found not to be feasible would in fact be feasible, and would substantially reduce one or more significant effects of the project, but the project proponents decline to adopt the mitigation measure or alternative.
- d) Mitigation measures or alternatives which are considerably different from those analyzed in the previous EIR would substantially reduce one or more significant effects on the environment, but the project proponents decline to adopt the mitigation measure or alternative.

**EVIDENCE:**

- a) The Park Ridge project does not present any new potentially significant effects not evaluated in the previous EIR.
- b) The analysis provided in the Addendum shows that the previously identified significant effects of the Specific Plan would not be accentuated through implementation of the proposed Park Ridge project.
- c) No changes in the feasibility of Specific Plan mitigation measures have been identified.
- d) Several supplemental mitigation measures are recommended to address the specific design, context and timing of the Park Ridge project. In addition, supplemental measures are also recommended to minimize the otherwise less-than-significant near-term effects of development contemplated in a maturing urban setting. Collectively, these measures are consistent with those adopted in the certified Specific Plan EIR. Additional specificity has been added with the recommended supplemental measures, while not resulting in any substantial changes to the post-mitigation project effects. Chapter 3 of the Addendum correlates all recommended supplemental mitigation measures to the original EIR measures, and discusses whether they apply to: 1) the current project context; 2) specific less-than-significant effects of the current project; or 3) both of the foregoing issues.

**FINDING:** Based on the entire record before it, the City finds that the development of the Park Ridge project will result in none of the conditions described in CEQA Guidelines Section 15162 therefore there is substantial evidence to support the City's determination that an Addendum to the project level FUA #2 (East Lone Tree) Specific Plan EIR is required in this case.

**EVIDENCE:** As noted above, there is substantial evidence to support the City's findings that: a) no substantial changes are proposed in the Park Ridge project that will require major revisions of the FUA #2 (East Lone Tree) Specific Plan EIR; b) there have been no substantial changes in circumstances relating to the project that require the

**RESOLUTION NO. 2010/20**

March 9, 2010

Page 4

preparation of a subsequent or supplemental EIR; and c) there is no new information available, which was not known and could not have been known with the exercise of reasonable diligence at the time the FUA #2 (East Lone Tree) Specific Plan EIR was certified as complete, that requires the preparation of a subsequent or supplemental EIR. Accordingly, there is substantial evidence to support the City's determination that an Addendum to the FUA #2 (East Lone Tree) Specific Plan is required in this case, pursuant to CEQA Guidelines Section 15164.

**NOW THEREFORE BE IT FURTHER RESOLVED** that the City Council hereby adopts the Addendum for the FUA #2 (East Lone Tree) Specific Plan Environmental Impact Report and re-affirms the Statement of Overriding Considerations that was originally adopted with the FUA #2 Specific Plan EIR by which the benefits derived from the project still outweigh the significant and unavoidable impacts related to regional air quality.

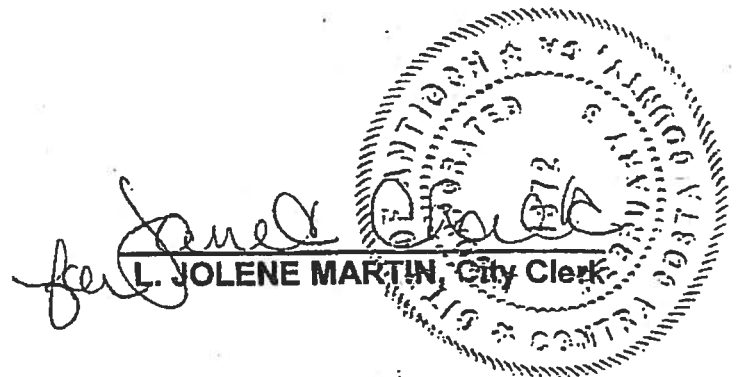
\* \* \* \* \*

**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 9<sup>th</sup> day of March 2010 by the following vote:

**AYES:** Council Members Kalinowski, Moore, Parsons and Mayor Pro Tem Rocha

**NOES:** None

**ABSENT:** Mayor Davis

  
L. JOLENE MARTIN, City Clerk

A4

**RESOLUTION NO. 2010/21**

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANTIOCH APPROVING A FINAL PLANNED DEVELOPMENT, VESTING TENTATIVE MAP, AND A USE PERMIT FOR 525 SINGLE-FAMILY HOMES, APPROXIMATELY 25 ACRES OF PASSIVE OPEN SPACE, AND APPROXIMATELY 8.22 ACRES CONSISTING OF A NEIGHBORHOOD PARK FOR THE PARK RIDGE SUBDIVISION PROJECT**

**WHEREAS**, the City Council of the City of Antioch did receive a request from Davidon Homes for the approval of a Final Development Plan, Vesting Tentative Map, and Use Permit to construct 525 single-family homes including associated infrastructure improvements, approximately 25 acres of passive open space and approximately 8.22 acres for a neighborhood park. The project is generally located west of State Route 4 Bypass, east of Canada Valley Road and south of Laurel Road (PD-05-01, PW 674, UP-08-04) (APNs: 053-072-016, 053-060-022 and -023); and

**WHEREAS**, pursuant to the California Environmental Quality Act and City implementing procedures, an Addendum to the Future Urban Area #2 (East Lone Tree) Specific Plan Environmental Impact Report has been prepared for this project; and

**WHEREAS**, on January 20, 2010 the Planning Commission recommended the adoption of the Addendum to the Final Environmental Impact Report for Future Urban Area #2, and recommended approval of a rezone from "SP" Specific Plan to Planned Development District (PD), a Final Development Plan, Vesting Tentative Map, and Use Permit; and

**WHEREAS**, on March 9, 2010 the City Council introduced an ordinance rezoning the project site from Specific Plan (SP) to Planned Development District (PD-05-01); and

**WHEREAS**, this project is consistent with the City of Antioch General Plan and East Lone Tree Specific Plan does not create additional impacts that were not evaluated in the Future Urban Area #2 EIR and Addendum prepared for the project; and

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

**WHEREAS**, on March 9, 2010, the City Council held a public hearing on the matter, and received and considered evidence, both oral and documentary.

**NOW THEREFORE BE IT RESOLVED**, that the City Council makes the following required findings for approval of a Final Development Plan:

**FINDING 1:** Each individual unit of the development can exist as an independent unit capable of creating an environment of sustained desirability and stability, and the uses proposed will not be detrimental to present and potential surrounding uses but



**RESOLUTION NO. 2010/21**

March 9, 2010

Page 2

instead will have a beneficial effect which could not be achieved under another zoning district.

**EVIDENCE:** The Project is located within an area designated for residential development in the General Plan and the East Lone Tree Specific Plan. The project is consistent with the policies of both the General Plan and East Lone Tree Specific Plan. Each unit within the subdivision can exist independently. The project site is primarily surrounded by existing, developing, and previously entitled residential lands therefore the project will not be detrimental to the surrounding uses, rather it will serve to extend and connect services and amenities such as parks, trails, roadways, and utilities. Furthermore, as part of the approvals, the project will provide needed infrastructure improvements on the east side of the Specific Plan area thereby helping to attract additional commercial and/or business park development which will serve the surrounding residents.

**FINDING 2:** The streets and thoroughfares proposed meet the standards of the City's Growth Management Program and adequate utility service can be supplied to all phases of the development.

**EVIDENCE:** The City commissioned Fehr and Peers to prepare a traffic study to estimate and evaluate the amount of traffic that may be generated by the Park Ridge project. A copy of the report is included in the Appendices to the FUA #2 (East Lone Tree) Specific Plan EIR Addendum. The report evaluated the most recent traffic data and projections for the project area and the region, and found that the project satisfies the standards of the City's Growth Management Program and meets current design criteria. Adequate utility service, including electricity, water, sewer service can be supplied to all phases of development by existing utility service providers.

**FINDING 3:** The commercial components of the Project are justified economically at the location proposed.

**EVIDENCE:** No commercial components are proposed.

**FINDING 4:** Any residential component will be in harmony with the character of the surrounding neighborhood and community and will result in densities no higher than that permitted by the General Plan.

**EVIDENCE:** The proposed residential subdivision will continue the general layout and character of the surrounding neighborhood. The Specific Plan is in conformance with the General Plan and the project does not have densities that exceed those outlined in the East Lone Tree Specific Plan. The proposed grading is achieving the main objective of the Specific Plan by providing contoured and natural slopes.

**FINDING 5:** Any industrial component conforms to applicable desirable standards and will constitute an efficient, well-organized development with adequate

A6

**RESOLUTION NO. 2010/21**

March 9, 2010

Page 3

provisions for railroad and/or truck access and necessary storage and will not adversely affect adjacent or surrounding development.

**EVIDENCE:** There are no industrial components to the Park Ridge project.

**FINDING 6:** Any deviation from the standard zoning requirements is warranted by the design and additional amenities incorporated in the final development plan which offer certain unusual redeeming features to compensate for any deviations that may be permitted.

**EVIDENCE:** No deviations from the standard zoning requirements are warranted by the design and additional amenities incorporated in the final development plan which offers certain unusual redeeming features to compensate for any deviations that may be permitted.

**FINDING 7:** The area surrounding the Project can be planned and zoned in coordination and substantial compatibility with the proposed development.

**EVIDENCE:** The Park Ridge project is located within East Lone Tree Specific Plan. Development of this area has been the subject of careful planning since approximately 1989. The zoning designations for the area, including the zoning designations for the project site were carefully planned and coordinated as part of the adoption of the Specific Plan. The project is consistent with the land use designations and zoning of the General Plan and Specific Plan.

**FINDING 8:** The project conforms with the General Plan of the City.

**EVIDENCE:** The project is located in the East Lone Tree Specific Plan. The General Plan designates the site as Residential and Open Space within the East Lone Tree Focus Area. Therefore, the project conforms to the General Plan and Specific Plan.

**BE IT FURTHER RESOLVED** that the City Council does hereby make the following findings for approval of a Vesting Tentative Parcel Map:

**FINDING 1:** That the subdivision, design and improvements are consistent with the General Plan, as required by Section 66473.5 of the Subdivision Map Act and the City's Subdivision Regulations.

**EVIDENCE:** The subdivision proposed by the Vesting Tentative Map is consistent with the Antioch General Plan. The General Plan designates this parcel as Residential/Open Space within the East Lone Tree Focus Area. The Specific Plan designates the area covered by the Vesting Tentative Map as RL, RM, and O, which allows for low and medium low density residential and open space uses. The design and improvements are consistent by what is outlined in the Specific Plan. Therefore,

A7

**RESOLUTION NO. 2010/21**

March 9, 2010

Page 4

the subdivision proposed by the Vesting Tentative Map is consistent with the General Plan and the applicable Specific Plan.

**FINDING 2:** That the subdivision complies with the Housing Element as it relates to the regional needs and complies with Section 66412.3 of the Subdivision Map Act.

**EVIDENCE:** The Planning Commission has considered the potential effect of the subdivision proposed by the Vesting Tentative Map on the housing needs of the City and the region, and finds that the subdivision will promote the City's goal of achieving a greater balance between residential and employment-generating uses within the City because the residential portion of the East Lone Tree area is providing the necessary infrastructure to development the remaining commercial areas. The infrastructure will promote the City's goal of achieving a greater balance by providing incentive for commercial and employment generating uses to build in the East Lone Tree area. Furthermore it will fulfill the need of moderate income Regional Housing Needs Assessment and complies with Section 66412.3 of the Subdivision Map Act.

**FINDING 3:** That the subdivision proposed by the Vesting Tentative Map has, to the maximum extent feasible, considered and provided opportunities for future passive or natural heating or cooling of the structures within the subdivision, as required by Government Code §66473.1.

**EVIDENCE:** The subdivision design provides for future passive or natural heating or cooling opportunities to the extent feasible in light of the need to accommodate physical, infrastructure and resource constraints on the site, as well as CEQA mitigation measures and design features avoiding visual and other impacts. In particular, the preservation of a large, hilly, open space area over 25 acres in size central to the project, the incorporation of an 8.0 acre neighborhood park and the necessity to adhere to the general traffic circulation requirements of the East Lone Tree Specific Plan constrained the design alternatives for road and lot layouts. All house designs will incorporate energy efficient features for heating and air conditioning systems, high R-value insulation in walls and ceilings, low-energy appliances, insulated windows, tech shield roof sheathing and energy efficient lighting fixtures.

**FINDING 4:** That the subdivision proposed by the Tentative Map complies with the rules, regulations, standards, and criteria of the City's Subdivision Regulations.

**EVIDENCE:** The subdivision proposed by the Vesting Tentative Map complies with the rules, regulations, standards, and criteria of the City's Subdivision Regulations.

**BE IT FURTHER RESOLVED** that the City Council does hereby make the following findings for approval of a Use Permit:

**FINDING 1:** Granting the use permit will not be detrimental to the public health or welfare or injurious to the property or improvements in such zone or vicinity.

A8

**RESOLUTION NO. 2010/21**

March 9, 2010

Page 5

**EVIDENCE:** The project will create a 525 lot residential subdivision. The project site is located in the FUA #2/East Lone Tree Specific Plan Area, and is designated for residential and open space uses. The development proposed by the project is consistent with the uses permitted under the General Plan, the Specific Plan, and the proposed zoning for the project site. The project will extend and connect services and amenities such as parks, trails, roadways, and utilities in the area. In addition, as a Residential Development Allocation benefit and condition of approval, the project will provide needed infrastructure improvements on the east side of the Specific Plan area thereby helping to attract additional commercial and/or business park development which will serve the surrounding residents.

**FINDING 2:** The uses proposed by the project are consistent with the uses permitted on the project site by the East Lone Tree Specific Plan.

**EVIDENCE:** The Specific Plan designates the area encompassing the project site as RL, RM, and O which allow low and medium low density residential and open space uses as proposed.

**FINDING 3:** The project site is adequate in size and shape to accommodate its proposed uses, and all yard spaces, walls, fences, parking, loading, landscaping, and other features required, without interfering with other uses in the neighborhood.

**EVIDENCE:** The project is designed to comply with the lot size and setback requirements of the East Lone Tree Specific Plan.

**FINDING 4:** The streets and highways that abut the project site are adequate in width and pavement type to carry the kind of traffic generated by proposed use.

**EVIDENCE:** The City commissioned Fehr and Peers to prepare a traffic study to estimate and evaluate the amount of traffic that may be generated by the Park Ridge project. The traffic study concluded that the road improvements either proposed by the developer required by the City and CEQA are adequate in width and pavement type to carry the kind of traffic that will be generated by the project.

**FINDING 5:** The granting of such use permit will not adversely affect the comprehensive General Plan.

**EVIDENCE:** The Park Ridge project is consistent with the General Plan designation for the project area, and will not adversely affect the comprehensive General Plan.

**NOW THEREFORE BE IT RESOLVED** that the City Council of the City of Antioch does hereby APPROVE of a Final Development Plan, Vesting Tentative Map, and a Use Permit (PD-05-01, PW 674, and UP-08-04) to construct 525 single-family homes including associated infrastructure improvements, approximately 25 acres of

**RESOLUTION NO. 2010/21**

March 9, 2010

Page 6

passive open space, and approximately 8.22 acres for a neighborhood park, subject to the following conditions:

**STANDARD CONDITIONS**

1. The Tentative Map approval is subject to the time lines established in the State of California Subdivision Map Act.
2. The City of Antioch Municipal Code shall be complied with.
3. That conditions required by the City Council, which call for a modification or any change to the site plan submitted, be corrected to show those conditions and all standards and requirements of the City of Antioch prior to any submittal for a building permit. No building permit will be issued unless the site plan meets the requirements stipulated by the City Council and the standards of the City.
4. That design review approval is required prior to development of any phase of the subdivision.
5. That the lots and improvements within the development comply with the City of Antioch Municipal Code, unless a specific exception is granted thereto.
6. Prior to final inspection approval, the site must be in compliance with the conditions of approval.
7. That approval of this tentative map shall not constitute the approval of any improvements shown on the tentative map.
8. That all lot areas conform to the general lot areas proposed, and approved, on the tentative map.
9. That approval of this tentative map shall not be construed as a guarantee of future extension or re-approvals of this or similar maps, nor is it an indication of future availability of water or sewer facilities or permission to develop beyond the capacities of these facilities.
10. That any conversion of the homes to allow for a second unit be subject to a use permit for such a conversion, in conformance with the City's "Second Unit" provisions of the Zoning Ordinance.
11. Provisions for mail delivery in the subdivision area be worked out by staff and the developer prior to the approval of the final map. Developer shall install mail box facilities as required by the City Engineer.
12. That use of construction equipment be restricted to weekdays between the hours 8:00 A.M. and 5:00 P.M., or as approved in writing by the City Manager.

A10

**RESOLUTION NO. 2010/21**

March 9, 2010

Page 7

13. All proposed improvements shall be constructed to City standards.
14. That standard dust control methods and designs be used to stabilize the dust generated by construction activities. The developer shall post dust control signage with a contact number of the developer, City staff, and the air quality control board.
15. That all required easements or rights-of-way for off tract improvements be obtained by the developer at no cost to the City of Antioch.
16. The developer shall obtain an encroachment permit for all work to be done within the public right-of-way.
17. Advance permission shall be obtained from any property or easement holders for any work done within such property or easements.
18. That all easements of record, which affect individual parcels within this project, be removed prior to or concurrently with the recordation of the final map.
19. That proposed street names be utilized in the development. If the developer wants to change any of the street names not included in Attachment "H" then the request will have to go back to the Planning Commission for approval.
20. The developer shall defend, indemnify, and hold harmless the City in any action brought by a third party to challenge the land use entitlement or environmental review.
21. That prior to the approval of the final subdivision map, the City Engineer shall determine if it is necessary to engage soils and structural engineers, as well as any other professionals, deemed necessary to review and verify the adequacy of the building plans submitted for this project. If deemed necessary by the City, this may be extended to include field inspections by such professionals to verify implementation of the plans. Costs for these services shall be borne by the developer.
22. That the project be in compliance with and supply all the necessary documentation for AMC6-3.2: Construction and Demolition Debris Recycling.
23. That the developer shall pay any acreage and utility connection fees which have been established by the City Council prior to the filing of the final map and as required by the Antioch Municipal Code.
24. The developer shall provide a "checklist" of universal design accessibility features to home buyers as required by Section 17959.6 of the Health and Safety Code.

A11

**RESOLUTION NO. 2010/21**

March 9, 2010

Page 8

25. This approval supersedes any previous approvals that have been granted for the site.
26. No permits or approvals, whether discretionary or mandatory, shall be considered if the developer is not current on fees, reimbursement payments and other fees that are due.
27. That the developer shall pay traffic signal fees as adopted by the City Council.
28. That the Regional Traffic Impact Fee be paid, as well as all other applicable fees, including any future increase in the Regional Traffic Impact Fee.
29. Prior to filing of the first final map for recording, the developer shall pay all costs associated with having an engineer's report prepared and an election conducted to annex the property into the existing Landscape and Lighting District 10 and shall petition to annex the property into said district. The developer shall agree to accept a level of annual assessments sufficient to maintain improvements including but not limited to street lights, parks, drainage, and landscaping as identified in the Engineer's Report at no cost to the City.
30. That the developer shall install and maintain streetlights and landscaping within the project area at no cost to the City.
31. This project is subject to the current Community Park Fee and future Community Park Fees as established and levied by the City Council.
32. That the developer shall pay the Contra Costa County Fire Protection District Fire Development Fee in place at the time of permit issuance.
33. That all public street intersections shall meet the requirements of Caltrans Highway Design Manual for Intersection Design Standards (Topic 405), and private streets to the extent practicable, or as approved by the City Engineer.
34. That all public streets intersect at 90 degrees and private streets to the extent practicable, or as approved by the City Engineer.
35. That all driveways be perpendicular to the street centerline for a minimum distance of 20 feet behind the curb, or as approved by the City Engineer.
36. That all fencing adjacent to public areas (open space, right-of-way, etc.) be chain link, masonry, or other substantial material as approved by the City Engineer.
37. That all two-car garages be a minimum of 20 feet wide, clear inside dimensions.
38. That all road right-of-way be located 10 feet behind the face-of-curb.
39. That all driveways be a minimum of five feet from curb return.

A12

**RESOLUTION NO. 2010/21**

March 9, 2010

Page 9

40. That the minimum concrete gutter flow slope shall be 0.75%.
41. That a minimum of 20 foot tangent shall extend beyond the return at intersections, or as approved by the City Engineer.
42. That all lot sidelines shall be perpendicular or radial to the fronting street centerline, or as approved by the City Engineer.
43. The required 50 foot sight distance triangles shall be maintained at all intersections and that no object greater than 3 feet in height shall be placed in that triangle. All fencing, landscaping, signage, and slopes shall also not restrict sight distance.
44. That center cul-de-sac parking areas be provided. This requirement may be waived if the developer can demonstrate the provision of adequate on street parking without the center parking area to the satisfaction of the City Engineer.
45. That all property lines shall be located at the top of slope.
46. That the developer submit a drainage study outlining what facilities are to be constructed and how they will function as a part of the Drainage District, and that the improvements to mitigate the increased downstream runoff be constructed as required by the County Flood Control District and the City Engineer.
47. That improvements and fees that are required by the Contra Costa County Flood Control District be implemented, as approved by the City Engineer.
48. That 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.
49. That fire hydrants be furnished and installed, of a type and at a location approved by the City Engineer.
50. That the roof drain collection system shall be connected to an underground drainage system and be discharged through curb drains. That the houses contain rain gutters and downspouts, with the downspouts and runoff of adjacent water to foundations being collected into an underground conduit, and be discharged, as approved by the City Engineer.
51. That all existing and proposed utilities be undergrounded (e.g. transformers and PMH boxes) and subsurface in accordance with the Antioch Municipal Code, except existing P.G. & E. towers, if any or as approved by the City Engineer.
52. That underground utilities be designed to flow approximately parallel to the centerline of the street, or as approved by the City Engineer.

A13



**RESOLUTION NO. 2010/21**

March 9, 2010

Page 10

53. That all underground utilities be rerouted as required to run under public roadways or through public open parcels, or as approved by the City Engineer.
54. That all proposed drainage facilities, including open ditches, be constructed of Portland Concrete Cement.
55. That all sewage flow by gravity to the intersecting street sewer main or as approved by the City Engineer.
56. That the slopes, medians, and any open space areas be developed by the developer as required by the City Engineer and be maintained at no cost to the City.
57. A 10-foot wide tree planting easement shall be provided across the front of all single family lots and that one 15 gallon tree be located within such easement prior to building final. The City Engineer shall determine type and location of tree.
58. That the final grading plan for this development be signed by a California licensed geotechnical engineer and approved by the City Engineer.
59. That all elevations shown on the improvement plans be on the USGS 1929 sea level datum.
60. That 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.
61. That all lots and slopes drain to approved drainage facilities as approved by the City Engineer.
62. That all grading be accomplished in a manner that precludes surface water drainage across any property line.
63. That all lots be graded to drain positively from the rear to the street or as approved by the City Engineer.
64. That all off-site grading is subject to the coordination and approval of the adjacent property owners, and the City Engineer.
65. That any sale of a portion (or portions) of this project to multiple developers include the necessary agreement and/or grading easements to assure that project-wide grading conforms to the approved map and conditions of this resolution.

A14

**RESOLUTION NO. 2010/21**

March 9, 2010

Page 11

66. That energy conservation methods and designs be used in the planning and construction of these homes.
67. That water conservation measures, including low volume toilets, flow restrictors in showers and the use of drought tolerant landscaping be used.
68. That all weather access roads and water supply be provided prior to commencing any combustible construction, as required by the Fire Chief.
69. 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 Stormwater 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 stormwater flow and potential stormwater pollutants.
  - b. The Stormwater Control Plan shall be certified by a registered civil engineer, and by a registered architect or landscape architect as applicable. Professionals certifying the Stormwater 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 stormwater 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 Stormwater 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 Stormwater Control Plan which pertain to the transfer of ownership and/or long-term maintenance of stormwater treatment or hydrograph modification BMPs.

A15

**RESOLUTION NO. 2010/21**

March 9, 2010

Page 12

- e. Prevent site drainage from draining across sidewalks and driveways in a concentrated manner.
- f. Collect and convey all stormwater entering, and/or originating from, the site to an adequate downstream drainage facility. 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 Stormwater Pollution Prevention Plan (SWPPP) for review and approval by 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 on all catch basins "No Dumping, Drains to River" decal buttons.
- 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.
- l. 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, hydroseeding, 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.

A16

- 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 erosion. Paved areas and access roads shall be swept on a regular basis. All trucks shall be covered.
  - o. 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.
70. The developer shall comply with the following conditions provided by the Contra Costa County Fire District:
- a. Access as shown on Sheet three of the vesting tentative map, dated 1/31/08, appears to comply with Fire District requirements. Access roadways shall not exceed 16% grade, shall have a minimum outside turning radius of 45 feet, and must be capable of supporting the imposed loads of fire apparatus, i.e., 37 tons. (503) CFC
  - b. The developer shall provide hydrants of the East Bay type. The number of hydrants and their locations will be determined by this office. (C103.1) CFC
  - c. The developer shall submit three copies of site improvement plans indicating proposed fire apparatus access for review and approval prior to construction. (501.3) CFC. This submittal may be used to locate the above-required hydrants.
  - d. Emergency apparatus access roadways and hydrants shall be installed, in service, and inspected by the Fire District prior to construction or combustible storage on site. (501.4) CFC. Gravel is not considered an all-weather surface for emergency apparatus access. The first lift of asphalt concrete paving shall be installed as the minimum subbase material capable of supporting the designated gross vehicle weight specified above.
  - e. The developer shall provide an adequate reliable water supply for fire protection with a minimum fire flow of 2000 GPM. Required flow shall be delivered from not more than two hydrants flowing simultaneously for the duration of 120 minutes while maintaining 20-pounds residual pressure in the main. (508.1), (B105) CFC
  - f. The developer shall provide traffic signal pre-emption systems (Opticom) on any new or modified traffic signals installed with this development. (21351) CVC

**RESOLUTION NO. 2010/21**

March 9, 2010

Page 14

- g. Premises identification shall be provided. Such numbers shall contrast with their background and be a minimum of four inches high with ½-inch stroke or larger as required to be readily visible from the street. (505.1) CFC, (501.2) CBC
- h. Flammable or combustible liquid storage tanks shall not be located on the site without obtaining approval and necessary permits from the Fire District. (3401.4) CFC
- i. The developer shall submit three copies of a 300-foot scale parcel map indicating approved fire hydrant locations, street names, and addresses to the Fire District for mapping purposes. These maps are required prior to Fire District signing for final improvement plans. (Mylar)

**PROJECT SPECIFIC CONDITIONS**

- 71. The developer shall comply with all mitigation measures identified in the FUA #2 (East Lone Tree) Specific Plan EIR and the supplemental mitigation measures identified in the Addendum to the FUA #2 (East Lone Tree) Specific Plan EIR.
- 72. The City shall review and approve the CC&Rs for the development prior to the recording of the first final map.
- 73. That each unit shall be required to store garbage cans outside of public view.
- 74. That the developer shall establish a Home Owners Association (HOA) for this project in conformance with the regulations set forth by the State Department of Real Estate. The HOA shall be responsible for maintaining all private common areas and amenities including storm water control facilities as well as be responsible for the maintenance of the parcels fronting Laurel Road and Country Hills Drive along the residential side, from back of curb to property line, excepting the 15' landscaping maintenance parcel (LMP) along Laurel Road, per the Specific Plan, as outlined in Exhibit A. The CC&Rs for the HOA shall be reviewed and approved in advance by the City Engineer and City Attorney.
- 75. That front yard landscaping shall utilize water saving techniques and plant materials.
- 76. That the developer shall provide dual pane windows, tech shield roof sheathing, re-circulating hot water systems, Class A fire resistant roof, prewired security alarm systems, and energy saver furnaces, air conditioner, and appliances as standard features on all homes.
- 77. The developer shall impose and contribute a non-reimbursable Community Facilities District assessment of \$15,000 per residential lot for construction of infrastructure identified by the East Lone Tree Financial Plan contingent upon the successful formation of the a CFD or other land based financing mechanism that

**RESOLUTION NO. 2010/21**

March 9, 2010

Page 15

will provide for the construction of all such infrastructure with fair and reasonable assessments on the other properties in the East Lone Tree Focus Area. Fair and reasonable assessments have been determined by a study by EPS which has been completed.

78. The City and Davidon Homes shall enter into a Development Agreement (DA) prior to the recording of a final map. The DA shall further provide that Davidon has no obligation to construct additional off-site infrastructure for which there is not a legal nexus. The DA shall also confirm that bonds will be sold and CFD assessments will be payable only as necessary to complete the improvements. The DA shall consider the option for the HOA taking over the maintenance of lighting and landscaping duties and police services.
79. Prior to recording of the first final map for the project, the developer shall form and participate in a land based financing mechanism (Communities Facilities District) for the construction of East Lone Tree Specific Plan infrastructure and other community benefit items identified by and at the discretion of the City Council. This will include the recordation of a CFD Boundary Map, list of approved facilities, development of a Special Tax Formula (Rate and Method of Apportionment - RMA), and recordation of Notice of Special Tax Lien. The RMA shall be structured such that, up to the first 124 units constructed, the special tax shall be levied for each home at a time no later than the Certificate of Occupancy (CO) for each unit and prior to sale. In accordance with the RMA, the special tax will be levied only on each unit at the time of CO; no undeveloped land tax will be levied prior to the issuance of the CO for the 124<sup>th</sup> unit. Upon issuance of a final map containing the 124<sup>th</sup> lot, the special tax will be levied upon each lot within said, and any subsequent, final map as well as the undeveloped lands within the district boundary to support debt service on bonds to be sold after the issuance of the CO on the 124<sup>th</sup> unit. No bond sale will occur until the recordation of the 125<sup>th</sup> unit.
80. Upon finalization of the CFD, the City may determine that Davidon's contribution has exceeded that required for completion of East Lone Tree Specific Plan infrastructure. In this case, the excess funds shall be available for application to other projects enhancing the economic development of Antioch. The use of any excess funds shall be at the direction of the City Council.
81. That Davidon Homes shall continue to participate in the new AUSD CFD 2004-1.
82. That one street parking space per lot shall be located within close proximity to the unit served.
83. Prior to the recordation of the first final map, the developer shall restripe and provide signal modifications to the Lone Tree Way/Canada Valley Road intersection or shall enter into an agreement to reimburse the City for costs of the improvements. The improvements shall consist of the conversion of the

**RESOLUTION NO. 2010/21**

March 9, 2010

Page 16

exclusive southbound Canada Valley Road through lane to a shared left/through lane with north/south split phasing signal modifications.

84. The developer shall be responsible for the design and commencement of construction of Country Hills Drive full street improvements and infrastructure from the northern terminus of the Sand Creek Ranch subdivision (southeast property line) north to Laurel Road upon to the issuance of the 271<sup>st</sup> building permit. This will include an 8' off-street bicycle path on the east side of the street and a 6' bicycle path on the west side of the street with sizing the facilities to accommodate future development to the north.
85. Country Hills Drive shall be designed to be consistent with the existing Country Hills Drive to the south in the Sand Creek Ranch subdivision with the exception of the street adjacent to the commercial development where it shall be an 82' right-of-way and 56' curb to curb with a 16' raised landscaped median. For portions of Country Hills Drive that have frontage benefitting other properties, the City will cooperate with the developer in establishing a reimbursement mechanism for improvements completed for the benefit of other properties.
86. The developer shall acquire and dedicate right-of-way and easements to the City of Antioch for Country Hills Drive at no cost to the City and to the satisfaction of the City Engineer.
87. Access rights on Laurel Road and Country Hills Drive shall be dedicated to the City of Antioch. No access to commercial developments shall be permitted off Laurel Road.
88. That the developer shall be responsible for the design and construction of Laurel Road, including infrastructure and traffic signalization, from the project's northwestern boundary to the State Route 4 Bypass. The signed plans for Laurel Road shall be completed prior to the recordation of the final map containing the 124<sup>th</sup> lot and construction shall commence prior to or upon the recordation of the 124<sup>th</sup> lot. The City will cooperate with the developer in establishing a financing mechanism or reimbursement agreement for the improvements so when other projects adjacent to Laurel Road develop they will be responsible to pay their fair share.
89. That the median island on Laurel Road shall include left turn pockets for both east and west bound traffic at all intersections. The length of storage and deceleration lanes shall be as approved by the City Engineer.
90. That the subdivider/developer shall design and construct a signalized intersection at Laurel Road and Country Hills Drive as approved by the City Engineer.
91. The developer shall design and construct a signalized intersection at Laurel Road and Treeline Way.

A20

**RESOLUTION NO. 2010/21**

March 9, 2010

Page 17

92. The developer shall install a four-way stop intersection at Canada Valley Road and Vista Grande Drive/Pinnacle View.
93. That the subdivider/developer shall design and construct Laurel Road as a 4-lane arterial within a 104' right-of-way (80' curb-to-curb), with a 16' raised median, full street improvements, detached 6' sidewalks, and 15' wide landscape maintenance parcels (LMPs) on each side of the roadway with solid 7' high unit masonry walls at the residential edges of the LMPs, per the Specific Plan and as approved by the City Engineer.
94. All local streets shall be designed and constructed to a residential standard of 56' right-of-way and 36' curb to curb with 5' detached sidewalk as depicted in the East Lone Tree Specific Plan and as required by the City Engineer.
95. The developer shall install pop-outs and raised intersections as depicted on the Vesting Tentative Map and Preliminary and Final Development Plan, dated January 31, 2008 or as approved by the City Engineer.
96. All open space storm water shall be collected via V-ditches prior to being discharged into the City storm drain system.
97. That all facilities collecting or conveying storm water from open space parcels shall be maintained by a Home Owners Association, at no expense to the City.
98. The developer shall dedicate land to the City, design, and construct an 8.22-acre park (Parcel G) which shall be sheet graded at a maximum of a 2% slope. A trail, with the material to be approved by the City Engineer, shall be provided from Pinnacle View Way through the neighborhood park through the open space ending at Treeline Way and Laurel Road. All environmental clearances, right of ways and easements shall be acquired by the developer at no cost to the City. The park will be completed by the issuance of the 271<sup>st</sup> building permit.
99. The 8.22-acre local park design including the parking lot and restrooms shall be reviewed and approved by the Parks and Recreation Commission, Planning Commission, and City Council.
100. All main entries to the subdivision shall have a significant entry treatment including signage and landscaping, which shall be reviewed and approved as part of the design review process.
101. The architecture, sound walls, mailboxes, lighting, any accent paving, addressing, and landscaping for the entire project shall be subject to review and approval by the Planning Commission prior to application for building and/or grading permits for the project.



**RESOLUTION NO. 2010/21**

March 9, 2010

Page 18

102. That all homes shall be identified by a decorative addressing method easily visible from the roads within the project in order to aid emergency responders. This method shall be reviewed by the Antioch Police Department and the Planning Commission.
103. That no retaining walls shall be constructed in City right-of-way or other City maintained parcels unless approved by the City Engineer.
104. That all retaining walls shall be of masonry construction.
105. All retaining walls shall be reduced in height to the maximum extent practicable and that the walls meet the height requirements in the front yard setback as required by the City Engineer.
106. That all cul-de-sacs shall be designed according to city standards and include a parking island, unless a parking of 20' can be accommodated on the curb. The cul-de-sacs shall have an 8 foot monolithic sidewalk with a rolled curb.
107. That the CC&R's for this development shall prohibit on-street RV parking with the exception of active loading and unloading of RVs.
108. Twenty-five percent of the lots shall provide a 10' side yard in order to accommodate RV recreational vehicles.
109. The lots adjacent to Laurel Road shall have a minimum 20 ft. rear yard setback, as called for in the East Lone Tree Specific Plan.
110. All driveways shall be a minimum of 20' from the face of the garage to the property line.
111. The project shall adhere to the site, height, and density criteria per the East Lone Tree Specific Plan.
112. All public utilities shall be installed in streets avoiding between lot locations unless approved by the City Engineer.
113. The slope bank between Country Hills Drive and the Highway 4 Bypass shall be designed and constructed per the soils report recommendations, as approved by the City Engineer. This area shall be maintained by the Street Lighting and Landscape District at no cost to the City, as approved by the City Engineer.
114. That a system to maintain freeway slope landscaping be established at no expense to the city.
115. The developer shall make a good faith effort to obtain a lot line adjustment with the commercial parcel to the north of Parcel R resulting in the slope being located on the commercial parcel or reconfigure the lots and grading to not have a down slope. The developer shall obtain, or provide evidence of an effort to

A22

**RESOLUTION NO. 2010/21**

March 9, 2010

Page 19

work with the adjacent property owners to obtain, approval of a lot merger of the offsite triangular-shaped parcel located between Laurel Road/Country Hills Drive and Parcel R, to the satisfaction of the City Engineer.

116. The developer shall dedicate the 25.5 acres of open space (Parcel H) to the City of Antioch with the final map.
117. The developer shall submit written authorization to "access, enter, or grade" properties adjacent to the north and east of the project, prior to performing any work.
118. Parcels A, B, C, D, F, M, N, O and Q shall be clean water/detention basin/bio-cell & landscape parcels owned and maintained by the Home Owner's Association (HOA) at no cost to the City as outlined in Exhibit A.
119. Parcels E, I, J, K, L, P, R and S shall be landscape parcels owned and maintained by the Home Owner's Association (HOA) at no cost to the City as outlined in Exhibit A.
120. That the Home Owners Association shall provide for reimbursement of City maintenance of landscaped areas that are not maintained to an acceptable standard by the HOA.
121. That grading for slopes shall be contoured to provide as natural an appearance as possible as required by the City Engineer.
122. The developer shall construct at least a six (6) foot high sound wall or as high as determined by the acoustical analysis on the west side of Country Hills Drive and the east side of Canada Valley as depicted in the typical cross section in the East Lone Tree Specific Plan as approved by the City Engineer. The wall shall wrap around lot 300 onto Pinnacle View Way. The developer shall also construct at least a seven (7) foot high sound wall along Laurel Road, or as high as determined by the acoustical analysis. The design of the wall shall return to Planning Commission for review and approval.
123. The back to back or side to side grading transitions from lot to lot shall have a maximum slope of 2:1, and shall be accommodated entirely on the lower lot or as approved by the City Engineer.
124. That the landscaped setback from Laurel Road shall be a minimum of twenty feet wide from the right of way line or as approved by the Community Development Director.
125. That the developer shall install all infrastructure to serve the site. This may involve over-sizing the facilities to accommodate all future development in the East Lone Tree Specific Plan from the project through State Route 4 Bypass right of way to the connection points, along with any easements, per Flood Control's

**RESOLUTION NO. 2010/21**

March 9, 2010

Page 20

requirements and as approved by the City Engineer, at no cost to the City. Construction for some or all of the sewer mains and storm water system may be reimbursed. The infrastructure for access to the site (sewer, water, storm and surface improvements) shall be completed prior to issuance of building permits, unless concurrent construction is approved by the City Engineer and the Contra Costa County Fire Protection District.

126. That the developer shall comply with the Storm Water Treatment Plan dated April 28, 2008.
127. That the developer shall submit hydrology and hydraulic analysis with a storm water control plan to the City for review and approval and to Contra Costa County Flood Control for review at no cost to the City as directed by the City Engineer.
128. The developer shall vary the front setbacks to the maximum extent practicable as approved by Staff.
129. Prior to building permit final and issuance of a Certificate of Occupancy, the developer shall execute any agreements identified in the Storm Water Treatment Plan which pertain to the transfer of ownership and/or long-term maintenance of storm water treatment or hydrograph modification BMP's.
130. The developer shall reimburse the City's Water Fund for their fair share of costs borne by the Water Fund to construct a 16" water main over State Route 4 Bypass right of way prior to the issuance of building permits.
131. The developer shall participate in a future community/local park-in-lieu fee when it is created by the Council.
132. The developer shall realign Country Hills Drive to eliminate the remnant pieces of the adjacent properties (Deliza Ranch, LLC and Nunn Properties, 053-060-024 and 053-072-020) to the satisfaction of the City Engineer or shall landscape the remnant pieces which shall be maintained in perpetuity by the HOA or another entity approved by staff. The HOA or other approved entity shall enter into a maintenance agreement to maintain the remnant pieces at no cost to the City. The landscape plan shall be approved by staff.
133. The open space shall be named "Valeriano and Guiseppina Jacuzzi Knolls Open Space". The developer shall place two rock monuments at each trail entrance with a plaque memorializing the name. The location and design of the rock monuments and the plaque scripts shall be reviewed and approved by Staff.
134. Fencing shall be provided at open space parcel access points to prevent vehicular access.

A24

**RESOLUTION NO. 2010/21**

March 9, 2010

Page 21

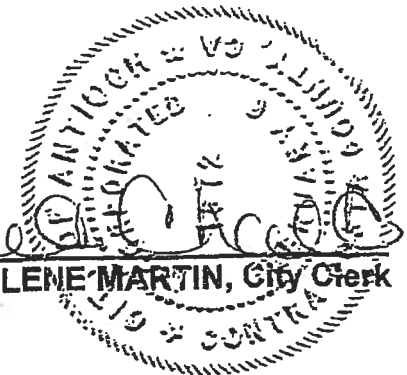
\* \* \* \* \*

**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 9<sup>th</sup> day of March 2010 by the following vote:

**AYES:** Council Members Kalinowski, Moore, Parsons and Mayor Pro Tem Rocha

**NOES:** None

**ABSENT:** Mayor Davis

   
**L. JOLENE MARTIN, City Clerk**



**LAND USE SUMMARY**

LAND USE	AREA (AC)	PERCENT
RESIDENTIAL SINGLE-FAMILY	100.00	100.00
TOTAL	100.00	100.00

**LEGEND**

SYMBOL	DESCRIPTION
[Symbol]	PROPERTY LINE
[Symbol]	ADJACENT PROPERTY
[Symbol]	ADJACENT ROAD
[Symbol]	ADJACENT RAILROAD
[Symbol]	ADJACENT WATERWAY
[Symbol]	ADJACENT AIRPORT
[Symbol]	ADJACENT INDUSTRIAL
[Symbol]	ADJACENT COMMERCIAL
[Symbol]	ADJACENT GOVERNMENT
[Symbol]	ADJACENT OPEN SPACE
[Symbol]	ADJACENT PARK
[Symbol]	ADJACENT SCHOOL
[Symbol]	ADJACENT CHURCH
[Symbol]	ADJACENT HOSPITAL
[Symbol]	ADJACENT OTHER

**NOTES**

1. ALL LOTS ARE TO BE DEVELOPED WITH SINGLE-FAMILY RESIDENTIAL USE.

2. ALL LOTS ARE TO BE DEVELOPED WITH A MINIMUM OF 10% OPEN SPACE.

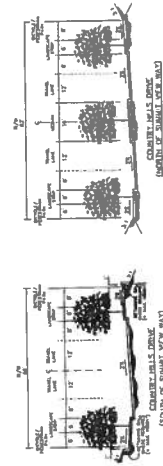
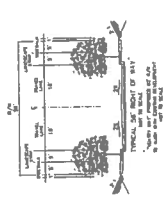
3. ALL LOTS ARE TO BE DEVELOPED WITH A MINIMUM OF 10% PARKING.

4. ALL LOTS ARE TO BE DEVELOPED WITH A MINIMUM OF 10% LANDSCAPING.

5. ALL LOTS ARE TO BE DEVELOPED WITH A MINIMUM OF 10% UTILITIES.

6. ALL LOTS ARE TO BE DEVELOPED WITH A MINIMUM OF 10% INFRASTRUCTURE.

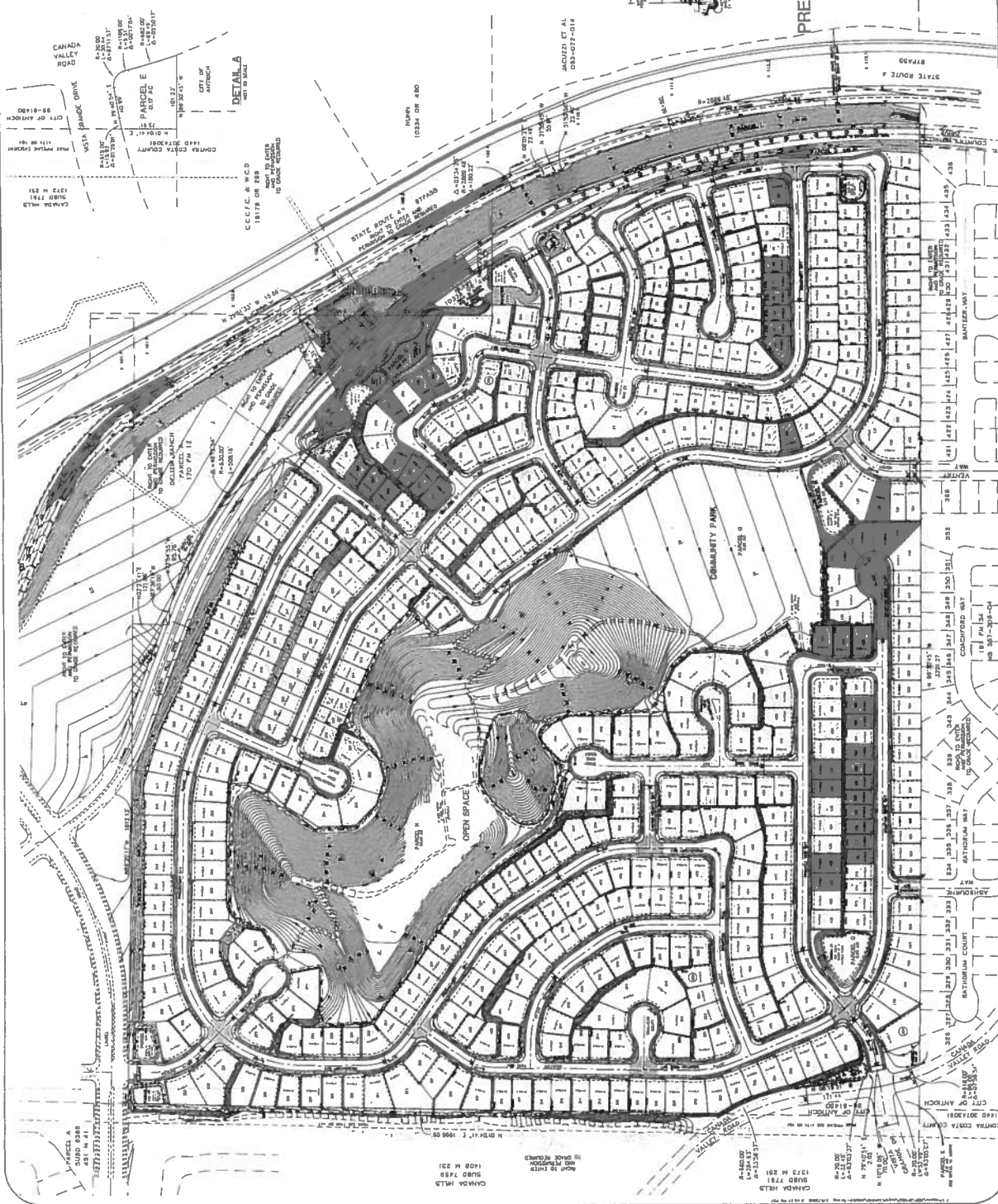
7. ALL LOTS ARE TO BE DEVELOPED WITH A MINIMUM OF 10% OTHER.



VESTING TENTATIVE MAP AND  
PRELIMINARY AND FINAL DEVELOPMENT PLAN  
SUBDIVISION #8846  
**PARK RIDGE**  
CITY OF ANTIOCH  
CONTRA COSTA COUNTY, CALIFORNIA  
FEBRUARY, 2005  
REVISED: JANUARY 31, 2008



VESTING TENTATIVE MAP & PRELIMINARY GRADING PLAN  
SHEET 3 OF 6



**STAFF REPORT TO THE PLANNING COMMISSION  
FOR CONSIDERATION AT THE MEETING OF JUNE 5, 2013**

**Prepared by:** Tina Wehrmeister, Community Development Director *Tw*

**Date:** May 30, 2013

**Subject:** UP-13-05 – Givans Martial Arts & Tutoring Center

**RECOMMENDATION**

It is recommended that the Planning Commission consider the request for a Use Permit to operate a martial arts and tutoring center. Optional resolutions for approval and denial have been provided.

**REQUEST**

The applicant, Edward Givans, is requesting Planning Commission approval of a Use Permit to legalize an existing martial arts and tutoring center in the Williamson Ranch Plaza shopping center. The project address is 4851 Lone Tree Way, Suite A1 (APN: 056-011-048).

**BACKGROUND**

The Williamson Ranch Plaza shopping center was developed in several phases and subdivided. There are several ownership entities within the center which has CC&Rs in regards to common area, landscape, building maintenance, and parking and access easements. In 1998 the east side of the development was entitled and the existing Wal-Mart, 7-Eleven/gas station, Orchard Supply Hardware, and Staples were subsequently constructed, along other buildings and tenants.

In 2000 the western half of the shopping center was entitled which included a speculative plan showing two pad buildings, an office building, and a day care center. The City Council did not approve the day care center, opting for additional office space instead. A master use list was adopted (see Attachment A). Subsequently, the developer processed entitlement amendments to construct several office buildings rather than one large structure and each building was sold to separate entities.

In 2007 the proposed building farthest west in the shopping center received entitlements for construction of a two story office building. This project has expired.

In 2011 staff approved two business licenses for retail establishments at 4839 Lone Tree Way in error. The owner and the businesses have been notified that subsequent business licenses for retail uses would not be approved (see Attachment B).

## **ENVIRONMENTAL**

The project is Categorically Exempt from the provisions of CEQA, pursuant to section 15301 – Existing Facilities. This section of CEQA exempts permitting and leasing of existing facilities that involve negligible or no expansion of use beyond that existing at the time of the lead agency's determination.

## **ANALYSIS**

### **Issue #1: Project Overview**

The applicant is proposing to legalize an existing martial arts and tutoring center. The business hours are Monday – Friday 3:45 pm to 9:00 pm and Saturday 10:00 am to 3:00 pm. See Attachment C for the applicant's written project description.

Givans Taekwondo was previously located in the Bluerock Business Center, 4049 Lone Tree Way, Suite B.

### **Issue #2: Consistency with the Approved Use List for Williamson Ranch Plaza**

Consistency with the approved use list for Williamson Ranch Plaza is the crux of the issue for Planning Commission consideration. The approved master use list only lists professional and medical offices as allowed uses for the office area of the shopping center in question. The applicant inquired about locating in this area several times in the past and was told that a martial arts studio was not consistent with the master use list.

The applicant subsequently executed a lease and attempted to change the address on his former location's business license with the Finance Department who referred the matter to Community Development. The applicant explained that after school tutoring has become a larger component of his business plan and that licensed physical therapy would be provided on-site (see Attachment D).

Independently, a tutoring office or physical therapy office would be considered permitted professional/medical office uses. In conjunction with a martial arts studio, the proposal is a "combination use" that was not contemplated in the master use list. The master use list states that similar uses may be considered after review by the Planning Division.

### **Issue #3: Site Inspection**

Staff visited the studio briefly during a class. There is a work space with two tables and two computers in the area shown as the Education Center on the floor plan. The applicant stated that many students now have their own laptop or tablet that they bring with them. The work space is separated from the mat area by a low wall and is not a

separate room. There was no separate physical therapy space. The applicant will explain at the hearing how the office components of the business function.

### **ATTACHMENTS**

- A. Master Use List
- B. Letters regarding 4839 Lone Tree Way.
- C. Applicant's project summary
- D. Excerpt from business plan provided by applicant (proprietary information omitted)



## **RESOLUTION NO. 2013-\*\***

### **RESOLUTION OF THE CITY OF ANTIOCH PLANNING COMMISSION APPROVING A USE PERMIT FOR A MARTIAL ARTS AND TUTORING CENTER**

**WHEREAS**, the Planning Commission of the City of Antioch did receive a request from Edward Givans for approval of a use permit to legalize an existing martial arts and tutoring center located at 4851 Lone Tree Way, Suite A1 (APN 056-011-048); and

**WHEREAS**, this project is exempt from the provisions of CEQA pursuant to CEQA Guideline section 15301 – Existing Facilities; and

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

**WHEREAS**, the Planning Commission on June 5, 2013, duly held a public hearing, received, and considered evidence, both oral and documentary; and

**WHEREAS**, the Planning Commission does determine:

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 proposed martial arts and tutoring center will not be detrimental to the public health or welfare or injurious to the property or improvements because the use is located in an existing building without the potential to affect any surrounding businesses or properties.

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

The site is designated for professional and office use in the Williamson Ranch Plaza master use list. The tutoring and physical therapy services provided constitute approved office uses.

3. That 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, to other uses in the neighborhood.

The business is existing and a site inspection found that the tenant space can adequately accommodate the martial arts and tutoring center.

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 site is located on Lone Tree Way, a four lane road, which is adequate in width and pavement type to carry the kind of traffic generated by the proposed use.

5. That the granting of such use permit will not adversely affect the comprehensive General Plan.

The use is a martial arts and tutoring center and will not adversely affect the comprehensive General Plan.

**NOW THEREFORE BE IT RESOLVED** that the Planning Commission of the City of Antioch does hereby **APPROVE** UP-13-05 for a martial arts and tutoring center subject to the following conditions:

#### **STANDARD CONDITIONS**

1. The project shall comply with the Antioch Municipal Code.
2. Conditions required by the Planning Commission, which call for a modification or any change to the site plan submitted, be corrected to show those conditions and all standards and requirements of the City of Antioch prior to any submittal for a building permit. No building permit will be issued unless the site plan meets the requirements stipulated by the Planning Commission and the standards of the City.
3. City staff shall inspect the site for compliance with the conditions of approval.
4. The developer shall pay all required fees.
5. The applicant shall defend, indemnify and hold harmless the City in any action brought by a third party to challenge the land use entitlement.
6. All parking and access shall meet the ADA/Title 24 requirements as determined by the Chief Building Official using Checklist #1, Parking, CA Title 24, Sections 1129B.1 and 1130B. The location of such spaces shall provide safe and convenient access to the building as determined by the Chief Building Official.
7. 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.
8. No illegal signs, pennants, banners, balloons, flags, or streamers shall be used on this site at any time.

- 9. No signs shall be installed on this site without prior City approval.
- 10. The site shall be kept clean of all debris (boxes, junk, garbage, etc.) at all times.
- 11. All requirements of the Contra Costa County Fire Protection District shall be met.

**PROJECT-SPECIFIC CONDITIONS**

- 12. Special events and jumper rentals as mentioned in the applicants business plan are not permitted to take place outside the building including the parking lot, rear area, or common open space areas unless a Special Event permit is approved by the Community Development Department.

\* \* \* \* \*

**I HEREBY CERTIFY** the foregoing resolution was duly adopted by the Planning Commission of the City of Antioch, County of Contra Costa, State of California, at a regular meeting held thereof on June 5, 2013, by the following vote:

**AYES:**  
**NOES:**  
**ABSTAIN:**  
**ABSENT:**

\_\_\_\_\_  
TINA WEHRMEISTER, Secretary to the Planning Commission

## **RESOLUTION NO. 2013-xx**

### **RESOLUTION OF THE CITY OF ANTIOCH PLANNING COMMISSION DENYING A USE PERMIT FOR A MARTIAL ARTS AND TUTORING CENTER**

**WHEREAS**, the Planning Commission of the City of Antioch did receive a request from Edward Givans for approval of a use permit to legalize an existing martial arts and tutoring center located at 4851 Lone Tree Way, Suite A1 (APN 056-011-048); and

**WHEREAS**, this project is exempt from the provisions of CEQA pursuant to CEQA Guideline section 15301 – Existing Facilities; and

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

**WHEREAS**, the Planning Commission on June 5, 2013, duly held a public hearing, received, and considered evidence, both oral and documentary; and

**WHEREAS**, the Planning Commission does determine:

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 proposed martial arts and tutoring center will not be detrimental to the public health or welfare or injurious to the property or improvements because the use is located in an existing building without the potential to affect any surrounding businesses or properties.

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

The site is designated for professional and office use in the Williamson Ranch Plaza master use list. The tutoring and physical therapy has not been shown to be a significant portion of the existing business. The martial arts and tutoring center is therefore a retail/commercial use which is not authorized under the master use list.

3. That 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, to other uses in the neighborhood.

The business is existing and a site inspection found that the tenant space can adequately accommodate the martial arts and tutoring center.

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 site is located on Lone Tree Way, a four lane road, which is adequate in width and pavement type to carry the kind of traffic generated by the proposed use.

5. That the granting of such use permit will not adversely affect the comprehensive General Plan.

The use is a martial arts and tutoring center and will not adversely affect the comprehensive General Plan.

**NOW THEREFORE BE IT RESOLVED** that the Planning Commission of the City of Antioch is unable to make required finding number 2 in the affirmative and does hereby **DENY** UP-13-05 for a martial arts and tutoring center.

\* \* \* \* \*

**I HEREBY CERTIFY** the foregoing resolution was duly adopted by the Planning Commission of the City of Antioch, County of Contra Costa, State of California, at a regular meeting held thereof on June 5, 2013, by the following vote:

**AYES:**

**NOES:**

**ABSTAIN:**

**ABSENT:**

---

TINA WEHRMEISTER, Secretary to the Planning Commission

# ATTACHMENT "A"

## ***Criteria and Objectives (Purpose and Intent):***

To promote the quality of design desired for this project, these development guidelines will define criteria for site planning, architecture, landscaping, exterior lighting and exterior signing. Our goal is to develop a project that provides an aesthetic, organizational and functional cohesiveness, while providing a unique identity that is compatible with the surrounding community and the adjacent Williamson Ranch Plaza.

All development must comply with applicable City of Antioch Zoning Ordinances unless otherwise noted within this document. *The City of Antioch's Design Review Board shall approve the design of all structures and landscaping if different from the elevations and landscaping as shown on Exhibits "G" and "D", respectively.* If a supplemental Use Permit is required, such permits will be considered by either the Zoning Administrator or Planning Commission, as appropriate. *Other than as stated above, all city approvals required by this document shall be approved by the City of Antioch's Planning Department, and all approvals required by this document must be in writing.* To the extent that this document may require more restrictive controls over the project's design, this document will control. All site planning, architectural, landscape, lighting, and signing design shall be coordinated through this document to provide a consistent and comprehensive design character for the project.

- Site Planning:*** The objective for site planning is to provide a practical and effective organization of buildings, which delivers concise circulation patterns for vehicular and pedestrian traffic, while providing convenient parking and service areas that will meet the tenant's requirements. In addition, the site plan will coordinate circulation and organizational requirements with the adjacent public way and surrounding community, while establishing its own, unique identity. (See Exhibit "H")
- Architectural Design:*** The objective for architectural design is to create a distinctive but compatible building image that will portray a design theme consistent with the City's heritage, while distinguishing the unique activities the project will support. The architecture shall maintain a design quality consistent with forms, massing and materials prevalent in the Contra Costa County. (See Exhibit "G")
- Landscape Design:*** The objective for landscape design is to create a pleasant and distinctive setting within the project that strengthens the site plan, enhances building elevations, softens parking areas, buffers service areas and maintains continuity with the public way. (See Exhibit "D")
- Exterior Lighting:*** The objective for exterior lighting is to create a nighttime environment that promotes safe movement of vehicular and pedestrian traffic, while offering a distinctive visual aesthetic for the project and tenants. In addition, careful consideration will be given to avoid adverse impact on the surrounding developments. (See Exhibit "E")
- Exterior Signing:*** The objective for exterior signing is to provide concise identity and information for the tenants and consumer using the site, while avoiding visual competition with the building's aesthetic and site landscaping.

## Principally Permitted Uses:

<u>Major Tenants</u> (50,000 square feet+)	<u>Minor Tenants</u> (8,000 to 50,000 sf)	<u>In-line Shops</u>	<u>Pads</u>
Auto Repair	Apparel Store Appliance Sales & Repairs Art Supply Store	Antique Shop Apparel Store Appliance Sales & Repairs Art Supply Store Audio Visual Equipment  Auto Supply Store	Antique Shop Apparel Store Appliance Sales & Repairs Art Supply Store Audio Visual Equipment Auto Repair Auto Supply Store
	Bakeries Banks & Financial Institutions	Banks & Financial Institutions Barber Shop Beauty Parlor Bicycle Repair & Sales Book & Stationary Store Business Machine Sales Clothing & Costume	Banks & Financial Institutions Barber Shop Beauty Parlor Bicycle Repair & Sales Book & Stationary Store Business Machine Sales Clothing & Costume
	Book & Stationary Store Business Machine Sales Clothing & Costume Computer Sales & Repairs	Convenience Food Store Delicatessen Dry Cleaning Electronic Appliances Exterior Storage/Materials Fast Food Furniture Store Garden Supply Store General Merchandise	Convenience Food Store Delicatessen Dry Cleaning Electronic Appliances Exterior Storage/Materials Fast Food without Drive-Thru Furniture Store Garden Supply Store General Merchandise
General Merchandise General Retail Gifts & Notions Grocery Hardware Store	Delicatessen  Electronic Appliances	Gifts & Notions	Gifts & Notions
Home Improvement	Furniture Store Garden Supply Store General Merchandise General Retail Gifts & Notions Grocery Hardware Store	Hardware Store Health/Exercise Center Hobby, Stamps & Coins Home Improvement Hunting & Fishing Supplies Ice Cream Insurance Sales Interior Decorating Supplies Jewelry & Metal Craft Leather Goods & Luggage Lock & Key Shop Lumber Yard Mail Order Catalog Store Medical/Dental Clinic Medical/Dental Appliance Movie Rental Music Sales & Repair News Stands & Magazines Office Supplies & Equipment Optician	Hardware Store Health/Exercise Center Hobby, Stamps & Coins Home Improvement Hunting & Fishing Supplies Ice Cream Insurance Sales Interior Decorating Supplies Jewelry & Metal Craft Leather Goods & Luggage Lock & Key Shop Lumber Yard Mail Order Catalog Store Medical/Dental Clinic Medical/Dental Appliance Movie Rental Music Sales & Repair News Stands & Magazines Office Supplies & Equipment Optician
Interior Decorating Supplies	Home Improvement  Ice Cream		
Lumber Yard	Interior Decorating Supplies		

**Major Tenants**

Paint &amp; Wallpaper

Photo Equipment &amp; Supply

Plant Nursery  
Plumbing ShopRestaurant  
Radio/Television Sales

Sporting Goods

Tire Sales, Repair & Mount  
Toy Store**Minor Tenants**Paint & Wallpaper  
Party SupplyPet Shop  
Pet Supply  
Photo Equipment & SupplyPlant Nursery  
Plumbing ShopRestaurant  
Radio/Television SalesSpecialty Retail  
Sporting GoodsTire Sales, Repair & Mount  
Toy Store

Variety Store

**In-line Shops**Package Liquor Store \*  
Paint & WallpaperPet Shop  
Pet Supply  
Photo Equipment & Supply  
Photography Studio  
Plant Nursery  
Plumbing Shop  
Professional Administration &  
General Business  
Restaurant  
Radio/Television Sales  
Sit Down Restaurant  
Shoe Sales & Repairs  
Specialty Retail  
Sporting Goods  
Tailor Shop  
Tire Sales, Repair & Mount  
Toy StoreTravel Agent  
Variety Store**Pads**Package Liquor Store \*  
Paint & WallpaperPet Shop  
Pet Supply  
Photo Equipment & Supply  
Photography Studio  
Plant Nursery  
Plumbing Shop  
Professional Administration &  
General Business  
Restaurant  
Radio/Television Sales  
Sit Down Restaurant  
Shoe Sales & repairs  
Specialty Retail  
Sporting Goods  
Tailor Shop  
Tire Sales, Repair & Mount  
Toy StoreTravel Agent  
Variety Store**Note:**

Uses similar to those listed may be permitted through  
Review and approval by the City of Antioch Planning  
Department.

**Principally Permitted Uses:**Professional Office  
Medical Office~~Day-Care Center~~ COUNCIL REMOVED & FINAL APPROVAL**Note:**

Office and day care shall be limited in size and general location as shown on the Exhibit "H" site plan.

A3



## ***Accessory Uses:***

<b><u>Major Tenants</u></b>	<b><u>Minor Tenants</u></b>	<b><u>In-line Shops</u></b>	<b><u>Pads</u></b>
		Fast Food	Fast Food without Drive-Thru
Food Sales Indoor & Outdoor	Food Sales Indoor & Outdoor	Food Sales Indoor & Outdoor	Food Sales Indoor & Outdoor
Exterior Staging & Temporary Storage of Merchandise	Exterior Staging & Temporary Storage of Merchandise	Exterior Staging & Temporary Storage of Merchandise	Exterior Staging & Temporary Storage of Merchandise
Sales of Seasonal Items from Parking Area and Sidewalk-Including Christmas Trees	Sales of Seasonal Items from Parking Area and Sidewalk-Including Christmas Trees	Sales of Seasonal Items from Parking Area and Sidewalk-Including Christmas Trees	Sales of Seasonal Items from Parking Area and Sidewalk-Including Christmas Trees
		24 Hr. Convenience Market - Alcoholic Beverage for Off-Premises Consumption	24 Hr. Convenience Market - Alcoholic Beverage for Off-Premises Consumption

***"Use - Permit" Uses:***

**Major Tenants**

**Minor Tenants**

**In-line Shops**

**Pads**

Gas Station

Pawn Shop

24 Hr. Convenience Market -  
Alcoholic Beverage for Off-  
Premises Consumption

Fast Food with Drive-Thru

Gas Station

Pawn Shop

24 Hr. Convenience Market -  
Alcoholic Beverage for Off-  
Premises Consumption

AS

# WILLIAMSON RANCH PLAZA PHASE THREE AND FOUR ANTIOCH, CALIFORNIA

## STATISTICS

### PHASE 3

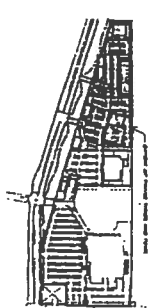
AREA	PHASE 3
Office Medical	23,500 S.F.
Shops	12,000 S.F.
Major 2	22,300 S.F.
Day Care Center	12,000 S.F.
Restaurant	8,000 S.F.
Parking	1,000 S.F.
Other	1,000 S.F.
<b>Total</b>	<b>76,800 S.F.</b>

### PHASE 4

AREA	PHASE 4
Office Medical	23,500 S.F.
Shops	12,000 S.F.
Major 2	22,300 S.F.
Day Care Center	12,000 S.F.
Restaurant	8,000 S.F.
Parking	1,000 S.F.
Other	1,000 S.F.
<b>Total</b>	<b>76,800 S.F.</b>

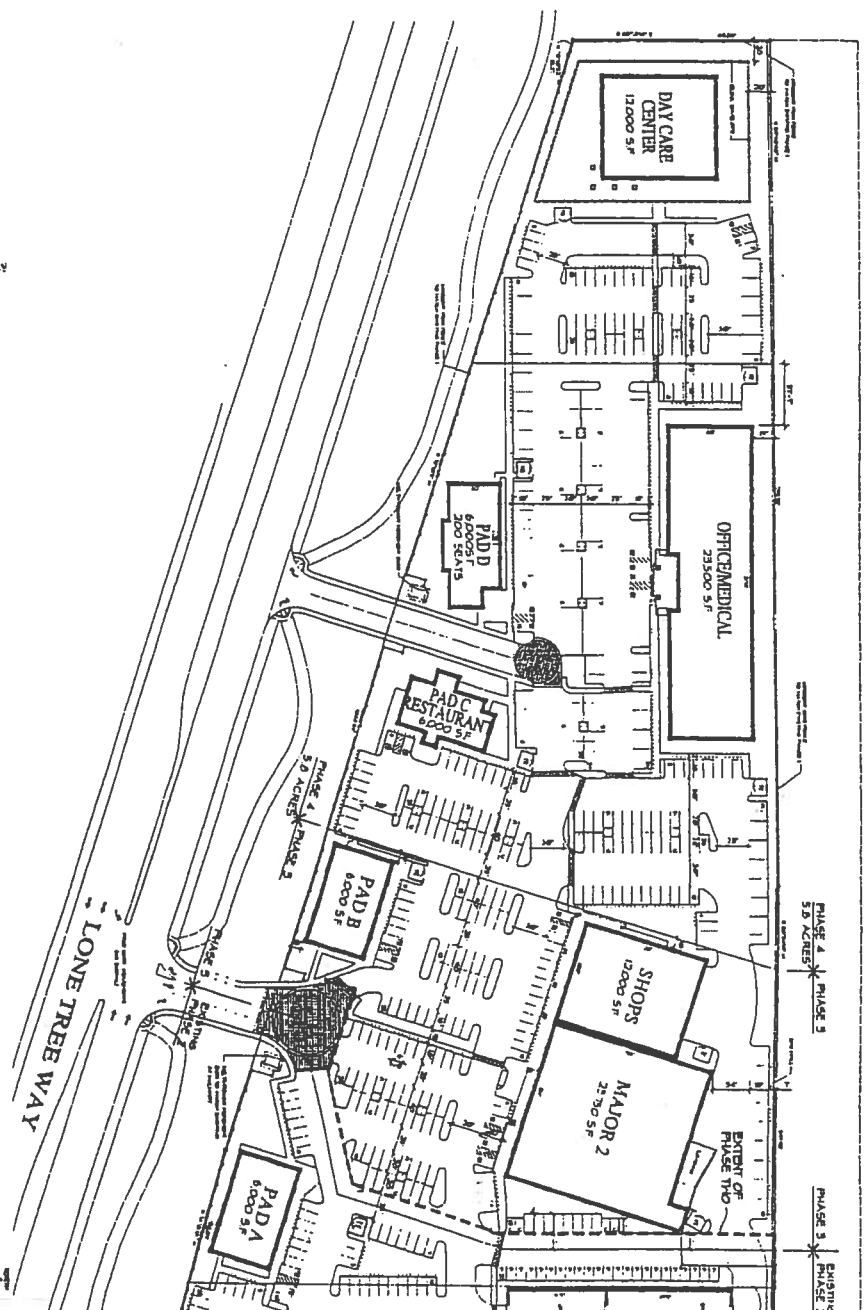
### PHASE 5

AREA	PHASE 5
Office Medical	23,500 S.F.
Shops	12,000 S.F.
Major 2	22,300 S.F.
Day Care Center	12,000 S.F.
Restaurant	8,000 S.F.
Parking	1,000 S.F.
Other	1,000 S.F.
<b>Total</b>	<b>76,800 S.F.</b>



## KEY MAP

SCALE: 1"=1/4"=1/2"



## SITE PLAN

SCALE: 1"=1/4"=1/2"

Prepared by: **Rauschenbach**  
 Checked by: **Martelli**  
 Drawn by: **Baker**  
 Date: **11/11/11**  
 Project: **Williamson Ranch Plaza**  
 Location: **Antioch, California**  
 Sheet: **A-1**

A6

# ATTACHMENT "B"



May 23, 2013

Adib and Sylvia Khouri  
2700 Summit #D  
Burlingame, CA 94010

**RE: 4839 Lone Tree Way, Antioch, CA**

Dear Mr. and Mrs. Khouri:

On November 9, 2011, you received the enclosed letter from the Community Development Department informing you that an error had been made approving a Business License for Lone Tree Cigarette & More and Anna's Nails located at the above address. You received this letter as the property owner. It has been approximately one and a half years since you were sent this correspondence. During that time, Lone Tree Cigarettes & More has generated eight (8) calls for service to the Antioch Police Department related to alarms, armed robbery, petty theft, harassment and suspicious persons. Further, Lone Tree Cigarette & More has been issued the enclosed notices of violation for not complying with provisions of the Antioch Municipal Code related the displays of paraphernalia (also a violation of the California Health and Safety Code) and tobacco related signage in proximity to a park.

The purpose of this letter is to request the status of both tenants' lease as the City continues to receive complaints from the public and neighboring businesses regarding the retail uses at this location. As explained in the November 9, 2011 letter, the Master Use Permit allows office uses within the subject building.

Please contact me at your earliest convenience at 925.779.7038 or [twehrmeister@ci.antioch.ca.us](mailto:twehrmeister@ci.antioch.ca.us).

Sincerely,

Tina Wehrmeister  
Community Development Director

cc: Ryan Graham, Deputy Director of Community Development  
Mindy Gentry, Senior Planning



November 9, 2011

Adib and Sylvia Khouri  
2700 Summit #D  
Burlingame, CA 94010

**RE: 4839 Lone Tree Way, Antioch, CA 94531**

Dear Mr. and Mrs. Khouri:

This letter is in regards to the building located at 4839 Lone Tree Way, within the Williamson Ranch shopping center. Currently there are two tenants within the subject building, Nails for Stars and Lone Tree Cigarette & More, which are considered commercial/retail uses per the City of Antioch Municipal Code. The business licenses for these two businesses were mistakenly approved by the Community Development Department. The approved Master Use Permit for the property only allows office uses within the subject building.

These businesses may continue to operate; however the City will only approve uses in the vacant tenant spaces allowed by the Master Use Permit. Furthermore, once the aforementioned businesses have been discontinued or cease to operate they may not be reestablished and the City will not approve other business licenses unless they conform to the Master Use Permit for this building.

If you have any questions or would like to discuss this matter in further detail, please feel free to contact me at (925) 779-6133 or [mgentry@ci.antioch.ca.us](mailto:mgentry@ci.antioch.ca.us).

Sincerely,

Mindy Gentry  
Senior Planner

cc: Nails for Stars  
Lone Tree Cigarette & More, Inc.  
Tina Wehrmeister, City of Antioch



**NOTICE OF VIOLATION OF ANTIOCH MUNICIPAL CODE AND  
MAINTAINING PUBLIC NUISANCE IN THE CITY OF ANTIOCH**

To: SUNDEEP KAUR  
Location of property: 4839 ONE TREE WAY  
APN: \_\_\_\_\_ Date of Inspection: 5-2-13 Case #: CE13DS-

The property listed above has been found to be in violation of the City of Antioch's Municipal Code. The violation(s) marked below require immediate action by the property owner/resident. Failure to correct these violation(s) by the date indicated will result in further actions being taken by the City.

**Antioch Municipal Code Sections:**

- |                                     |   |
|-------------------------------------|---|
| <input type="checkbox"/>            | 5-1.201 (B) Violation of Building Code, Electrical Code, Mechanical Code, Plumbing Code, Housing Code, Health and Safety Code,                      |
| <input type="checkbox"/>            | 5-1.202 (A1 a) Property inadequately maintained (inoperable equipment, junk, rubbish, building materials, and containers) in public view            |
| <input type="checkbox"/>            | 5-1.202(A2) Premises on which overgrown, dead or decayed trees, weeds or other vegetation pose a risk or harm to public, visual blight              |
| <input type="checkbox"/>            | 5-1.202(B) Building or structures in a state of disrepair including walls, fences, signs, retaining walls, which are broken, deteriorated           |
| <input type="checkbox"/>            | 5-1.202(D) Outdoor parking or storage of inoperable, wrecked, dismantled, salvaged, abandoned vehicle, or parts thereof including watercrafts       |
| <input type="checkbox"/>            | 5-1.403 Property owner shall not permit property that has been defaced with graffiti to remain  |
| <input type="checkbox"/>            | 4-16.03 Major automotive repairs in a residential district in public view   |
| <input type="checkbox"/>            | 8-1.02 Building permits required to erect, construct, enlarge, alter, repair, move, improve, remove, convert or demolish, occupy or maintain        |
| <input type="checkbox"/>            | 9-5.901 Home occupation use permits may be issued by the Zoning Administrator or his designee (occupation meets the requirements)                   |
| <input type="checkbox"/>            | 9-5.1210 Tree branches shall be trimmed at least 7 feet over the sidewalk and 14 feet over the street   |
| <input type="checkbox"/>            | 9-5.3830 It shall be unlawful to maintain any recreation vehicle as a temporary or permanent residence upon a lot or parcel of land within the city |
| <input checked="" type="checkbox"/> | Other: <u>5-16.01 DISPLAYS OF PARAPHERNALIA LIMITED</u>   |
| <input checked="" type="checkbox"/> | Other: <u>9-5.519 TOBACCO-RELATED SIGNS.</u>  |
| <input type="checkbox"/>            | Other: _____  |

**Required Corrections:** Within 10 calendar days from the date of this notice, you must correct the violation(s) (checked off above) or file an appeal with the office of the City Clerk. If you fail to do so, the City may issue Administrative Citations, which carry fines that range from \$100.00 to \$1,000.00 per violation for every day the violation(s) are permitted to remain and/or take other actions to compel your compliance.

We will be conducting our follow up inspection at the end of the above deadline to confirm your compliance. Thank you in advance for your cooperation in abating these violation(s). If you have any questions, you may contact me at number indicated below during regular business hours.

Notes: CONTACT BUILDING DEPT TO GET A  
TENANT IMPROVEMENT PERMIT.  
REMOVE OUTDOOR TOBACCO DISPLAYS

The property owner is responsible for all costs associated with the abatement of this nuisance including, inspection fees, hearing costs, and any costs incurred by the City if forced to abate this nuisance.

Correct Violation(s) by: 5-12-13 Request building permit(s) by: 5-12-13  
Officer: R. GRAHAM Phone: 925-779-6166 Date: 5-2-13

White - File / Yellow - Owner / Pink - Post

Community Development Department

P.O. Box 5007 • 200 H Street • Antioch, CA 94531-5007 • Tel: 925-779-7035 • Fax: 925-779-7034 • www.ci.antioch.ca.us

B3



**NOTICE OF VIOLATION OF ANTIOCH MUNICIPAL CODE AND  
MAINTAINING PUBLIC NUISANCE IN THE CITY OF ANTIOCH**

To: SUKHWINDER KAUR 1/15/79  
Location of property: 4839 LONE TREE WAY  
APN: \_\_\_\_\_ Date of Inspection: 5-16-13 Case #: \_\_\_\_\_

The property listed above has been found to be in violation of the City of Antioch's Municipal Code. The violation(s) marked below require immediate action by the property owner/resident. Failure to correct these violation(s) by the date indicated will result in further actions being taken by the City.

**Antioch Municipal Code Sections:**

<input type="checkbox"/>	5-1.201 (B) Violation of Building Code, Electrical Code, Mechanical Code, Plumbing Code, Housing Code, Health and Safety Code,
<input type="checkbox"/>	5-1.202 (A1 a) Property inadequately maintained (inoperable equipment, junk, rubbish, building materials, and containers) in public view
<input type="checkbox"/>	5-1.202(A2) Premises on which overgrown, dead or decayed trees, weeds or other vegetation pose a risk or harm to public, visual blight
<input type="checkbox"/>	5-1.202(B) Building or structures in a state of disrepair including walls, fences, signs, retaining walls, which are broken, deteriorated
<input type="checkbox"/>	5-1.202(D) Outdoor parking or storage of inoperable, wrecked, dismantled, salvaged, abandoned vehicle, or parts thereof including watercrafts
<input type="checkbox"/>	5-1.403 Property owner shall not permit property that has been defaced with graffiti to remain
<input type="checkbox"/>	4-16.03 Major automotive repairs in a residential district in public view
<input type="checkbox"/>	8-1.02 Building permits required to erect, construct, enlarge, alter, repair, move, improve, remove, convert or demolish, occupy or maintain
<input type="checkbox"/>	9-5.901 Home occupation use permits may be issued by the Zoning Administrator or his designee (occupation meets the requirements)
<input type="checkbox"/>	9-5.1210 Tree branches shall be trimmed at least 7 feet over the sidewalk and 14 feet over the street
<input type="checkbox"/>	9-5.3830 It shall be unlawful to maintain any recreation vehicle as a temporary or permanent residence upon a lot or parcel of land within the city
<input checked="" type="checkbox"/>	Other: <u>5-16.01 DISPLAY OF PARAPHERNALIA</u>
<input type="checkbox"/>	Other: _____
<input type="checkbox"/>	Other: _____

**Required Corrections:** Within 10 calendar days from the date of this notice, you must correct the violation(s) (checked off above) or file an appeal with the office of the City Clerk. If you fail to do so, the City may issue Administrative Citations, which carry fines that range from \$100.00 to \$1,000.00 per violation for every day the violation(s) are permitted to remain and/or take other actions to compel your compliance.

We will be conducting our follow up inspection at the end of the above deadline to confirm your compliance. Thank you in advance for your cooperation in abating these violation(s). If you have any questions, you may contact me at number indicated below during regular business hours.

Notes: 10 DAY EXTENSION

The property owner is responsible for all costs associated with the abatement of this nuisance including, inspection fees, hearing costs, and any costs incurred by the City if forced to abate this nuisance.

Correct Violation(s) by: 5/27/13

Request building permit(s) by: \_\_\_\_\_

Officer: GRAHAM

Phone: 925-779-

Date: 5/16/13

White - File / Yellow - Owner / Pink - Post

Community Development Department

P.O. Box 5007 • 200 H Street • Antioch, CA 94531-5007 • Tel: 925-779-7035 • Fax: 925-779-7034 • www.ci.antioch.ca.us

B4

ATTACHMENT "C"

# Givans Taekwondo

4851 Lone Tree Way Suite A1, Antioch CA 94531  
Website: [www.givanstk.com](http://www.givanstk.com)

Phone: (925) 777-0227  
email [info@givanstk.com](mailto:info@givanstk.com)

Dear City of Antioch,

Givans Taekwondo is a family owned small business established and thriving since 2003. It is our mission to teach kids, teens and adults life skills and values in addition to traditional Taekwondo training. Unfortunately for us, it has taken 7 years to find a facility that could accommodate over 150 students. The location at 4851 Lone Tree Way provides us with the space and optimal location that we need.

7 years ago when I inquired about the space we are now occupying, I was told it was zoned for office space only. During the last 7 years this space has not been rented. I assume that it is because of the decline in the housing market that this space has not been used. In addition, there are several location in Antioch that currently have "office space only" sites where there is only 20% occupancy. (See attached sheet). I am writing today because we would like to obtain a user's permit for this location that we have already taken occupancy of.

We are asking the City of Antioch to consider our proposal to rent this location for the term of our lease or at least until the economy for office space returns in the Antioch area. We have over 200 parents and student planning to attend our hearing regarding our user's permit.

Thank you in advance for your generous consideration in this matter. Please feel free to call me if you have any further questions or concerns.

Thanks



**Master Edward E Givans**

**Owner**

*Givans Taekwondo*



# Business Overview

## Introduction

Givans Taekwondo is high caliber martial arts. Our training focuses on the development and training of athletes from the age of 4 years old and up with a strong emphasis on martial arts and functional developmental training. Fitness training is provided by highly qualified instructors and instructors with a minimum of 2 years of experience, who aspire to help each client reach beyond their goals. Givans Taekwondo is a company that is geared towards the serious individual, and is different from other training facilities in that we implement cutting edge training programs and workouts designed for our clients to reach maximum results in the shortest amount of time while keeping the programs safe and fun.

We strive daily to reach every client on a personal level and make sure they are inspired to compete and train to the best of their abilities. We take the extra step to give our clients everything they are looking for and more. By establishing strong relationships with our clients and providing them with the tools needed to assist them in reaching their goals and full potential.

Our business hours

Monday thur Friday 3:45 PM to 9:00 PM

Saturday 10 AM to 3:00 PM

Closed Sundays

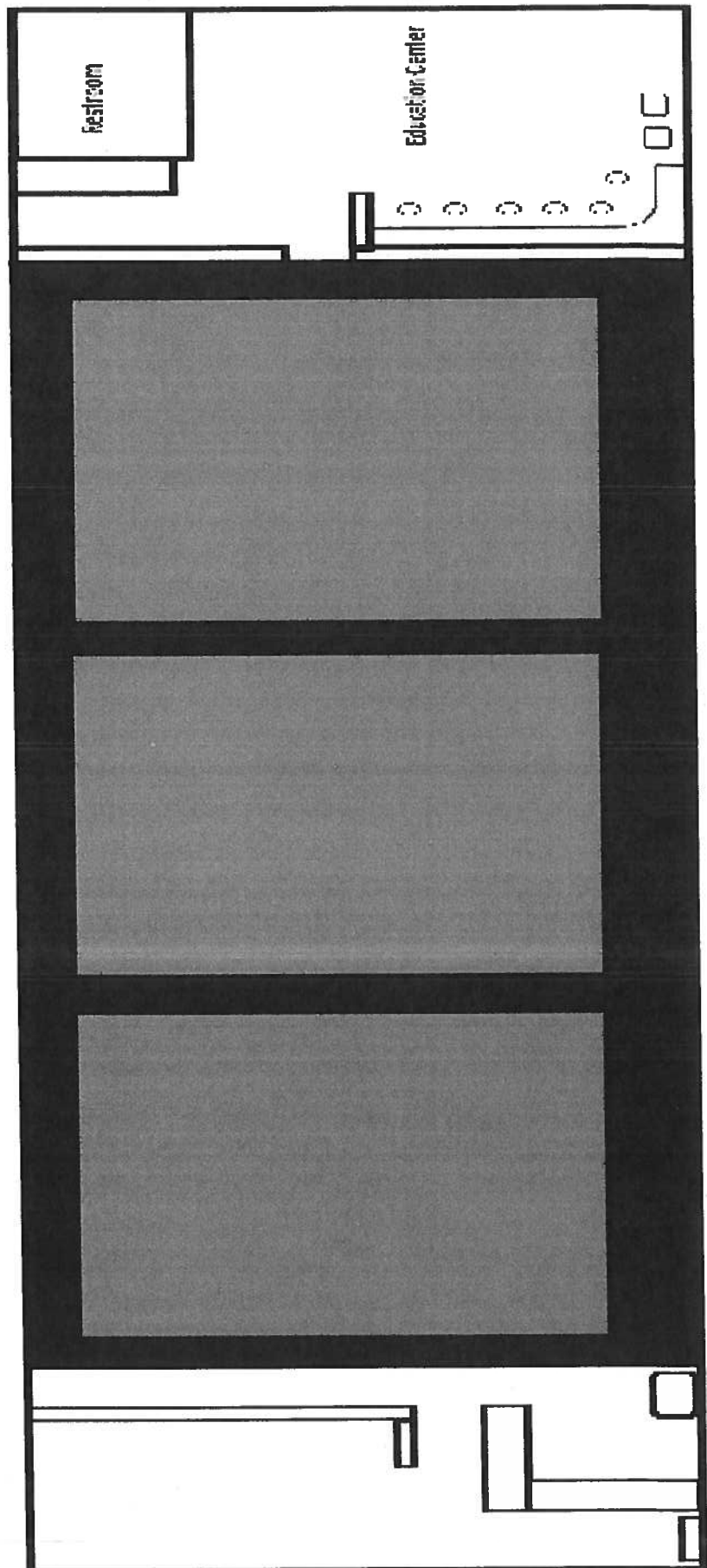
**Corporate Structure:** LLC

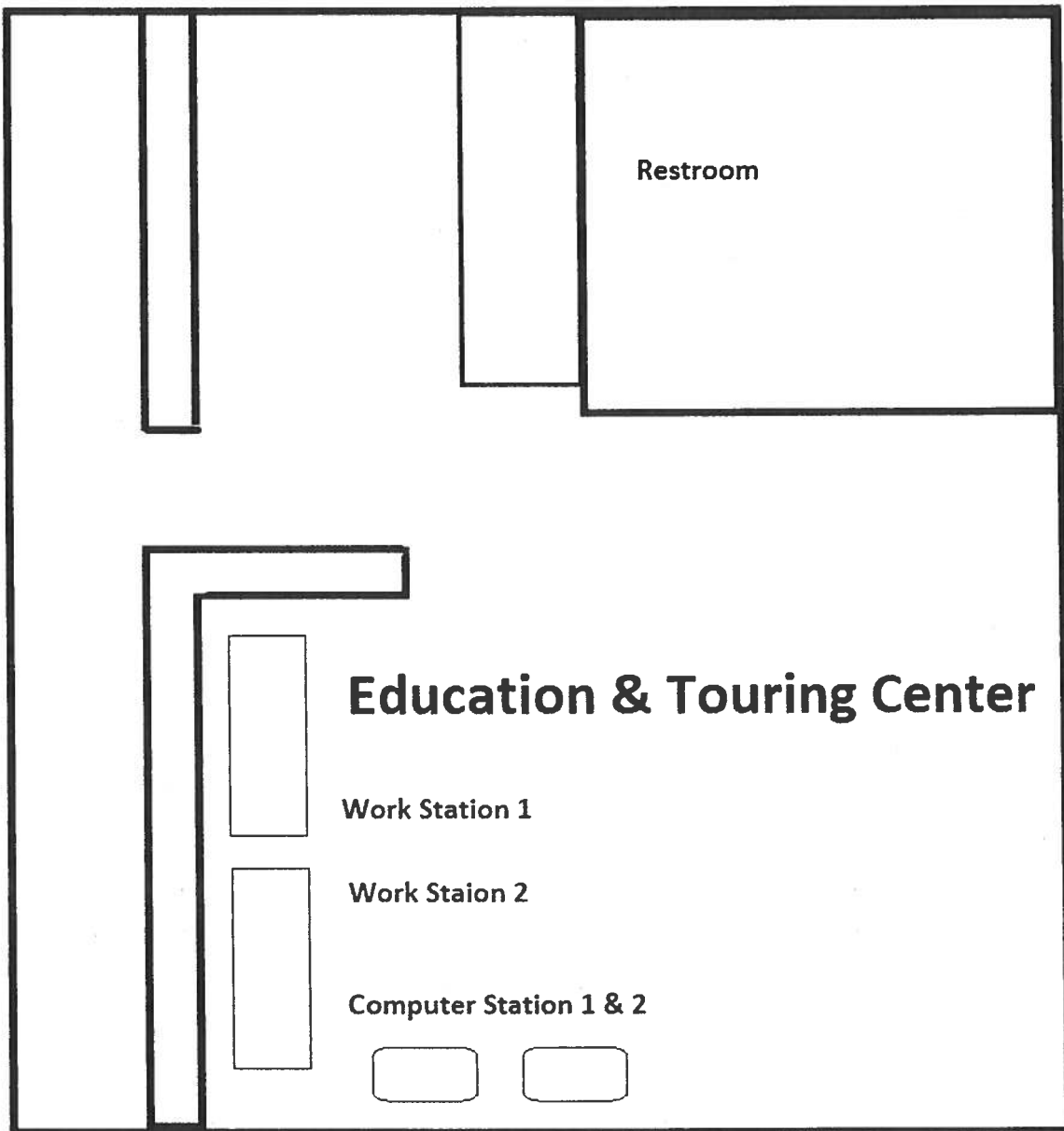
Location:

Givans Taekwondo

4851 Lone Tree Way Suite A1

Antioch, CA 94531





**Back Space Suite A1**

## Business Overview

### Introduction

Givans Taekwondo is high caliber martial arts. Our training focuses on the development and training of athletes from the age of 4 years old and up with a strong emphasis on martial arts and functional developmental training. Fitness training is provided by highly qualified instructors and instructors with a minimum of 2 years of experience, who aspire to help each client reach beyond their goals. Givans Taekwondo is a company that is geared towards the serious individual, and is different from other training facilities in that we implement cutting edge training programs and workouts designed for our clients to reach maximum results in the shortest amount of time while keeping the programs safe and fun.

We strive daily to reach every client on a personal level and make sure they are inspired to compete and train to the best of their abilities. We take the extra step to give our clients everything they are looking for and more. By establishing strong relationships with our clients and providing them with the tools needed to assist them in reaching their goals and full potential.

### Corporate Structure: LLC

#### Location:

Givans Taekwondo  
4851 Lone Tree Way Suite A1  
Antioch, CA 94531

## Products and Services

### a. Olympic Sports Training:

Our instructors design and create programs guaranteed to enhance an athletes' performance. Each training program and session is designed for the individual or the group's sport, and their specific sport goals.

#### **Tutoring Program:**

- ◆ Teacher student tutoring program :
  - All student ages 4 and over
  - Volunteer Certified Teachers from the Antioch School
  - Student tutoring student program
- ◆ Work Station and Homework Center:
  - Computers
  - Internet
  - Homework station

**Our Martial Arts program** is for ages 4 and over:

- Boys
  - Girls
  - Men
  - Women
- ◆ Sport Programs:
    - Taekwondo
    - Judo
- i. This program is created on an individual basis for each athlete looking to perform at their best in each sport. Each program will complete in Local, National and international tournament and events.
  - ii. Rentals: Jumpers will be rented for special events
  - iii. Massage: Will be provided on site by a licensed therapist.
  - iv. Physical Therapy: Will be provided on site by a licensed therapist.
  - v. Camps: Givans Taekwondo puts on many summer camps that are from 1 to 3 days in length depending on the emphasis for the camp. We focus on giving athletes full understanding of athletic movement efficiency. Camps will be tailored to all ability levels.
    - ◆ Developmental Training Camps
    - ◆ Strength Camp: A camp designed for clients looking to increase physical strength & power.
  - vi. Clinics/Seminars:
    - ◆ Cross training with surrounding local and national schools
    - ◆ Attending USA official seminars
    - ◆ Attending coaches and parents seminars
    - ◆ Speed & Agility: Learn the secrets of increasing your speed & agility.
  - vii. Events:
    - ◆ Local tournaments
    - ◆ State Championships
    - ◆ National Championships
    - ◆ U.S Open Championship
    - ◆ Client appreciation parties: Our way of saying thank you
    - ◆ Birthday Parties: Provide an environment and an experience that kids of any age can enjoy

**viii. Apparel Products:**

- ◆ Hats
- ◆ Duffels Bags
- ◆ Towels
- ◆ T-Shirts
- ◆ Sweatshirts
- ◆ Sweatpants
- ◆ Hoodies
- ◆ Dri-Fit
- ◆ Women's Shirts
- ◆ Athletic Shorts
- ◆ Lanyards
- ◆ V-Necks
- ◆ Wristbands
- ◆ Bundled Packages

**ix. Informational Products/Services:**

- ◆ DVD's:
    - i. Taekwondo
    - ii. Judo
    - iii. Fitness Workout
  - ◆ E-Books:
    - i. In the trenches: what it's like to be a trainer
    - ii. Training System Design
    - iii. Motivation: How to push past plateaus
  - ◆ Calendar
    - i. National Tournament
    - ii. Training Seminars
  - ◆ Websites
    - i. USA Taekwondo [www.teamusa.org/USA-Taekwondo.aspx](http://www.teamusa.org/USA-Taekwondo.aspx)
    - ii. USA Judo [www.teamusa.org/USA-Judo.aspx](http://www.teamusa.org/USA-Judo.aspx)
- x. Gym membership: Givans Taekwondo is an exclusive one of a kind facility that offers 3 7X7 training rings. Our 2,400 SF facility provides the ultimate training space. We are open 7 days a week.