CITY OF ANTIOCH CALIFORNIA
OPPORTUNITY LIVES HERE

STAFF REPORT TO THE ANTIOCH PLANNING COMMISSION

DATE Regular Meeting of May 7, 2025

SUBMITTED BY: Kevin Valente, Contract Planner, Raney Planning and Management, Inc.

REVIEWED BY: Kevin Scudero, Principal Planner

APPROVED BY: Zoe Merideth, Planning Manager

SUBJECT: The Ranch Project - Phase II (PD2023-0003, UP2025-0007, DR2025-0017)

REQUESTS

The project applicant, Richland Planned Communities, Inc. is seeking approval of a Tentative Subdivision Map, Use Permit, and Design Review for Phase II of The Ranch Project. Necessary entitlements from the City of Antioch include the following:

1. *Tentative Subdivision Map*. The proposed project requires approval of a Tentative Subdivision Map that would divide the Phase II area into 213 Low-Density-Conventional (LD-3) residential lots, 13.0 acres of parkland, 11.5 acres of open space, 2.3 acres of landscaping, and 12.4 acres of internal roadway network.

2. *Use Permit*. The project requires the approval of a Use Permit to allow for the development of the proposed uses within the Phase II area of The Ranch Project site.

3. *Design Review*. The project requires the approval of the Design Review for preliminary landscape plans within the Phase II area of The Ranch Project site.

STAFF RECOMMENDATION

Staff recommends that the Planning Commission:

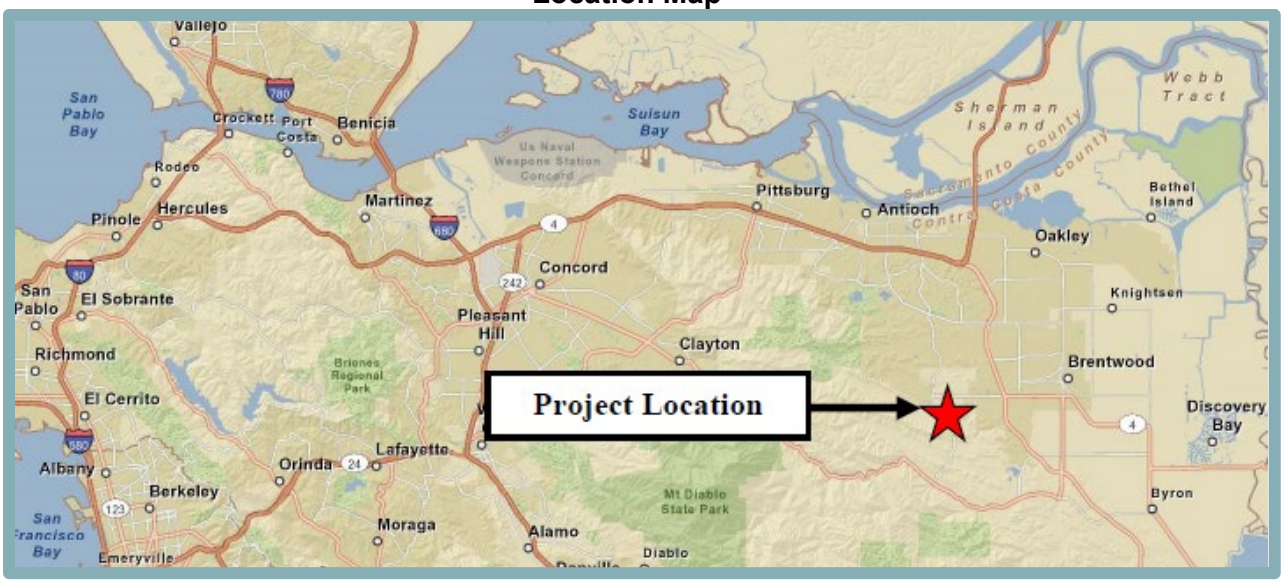
> Adopt the resolution recommending City Council approval of a Tentative Subdivision Map, Use Permit, and Design Review for the development of the Phase II area of The Ranch Project site.

SITE LOCATION

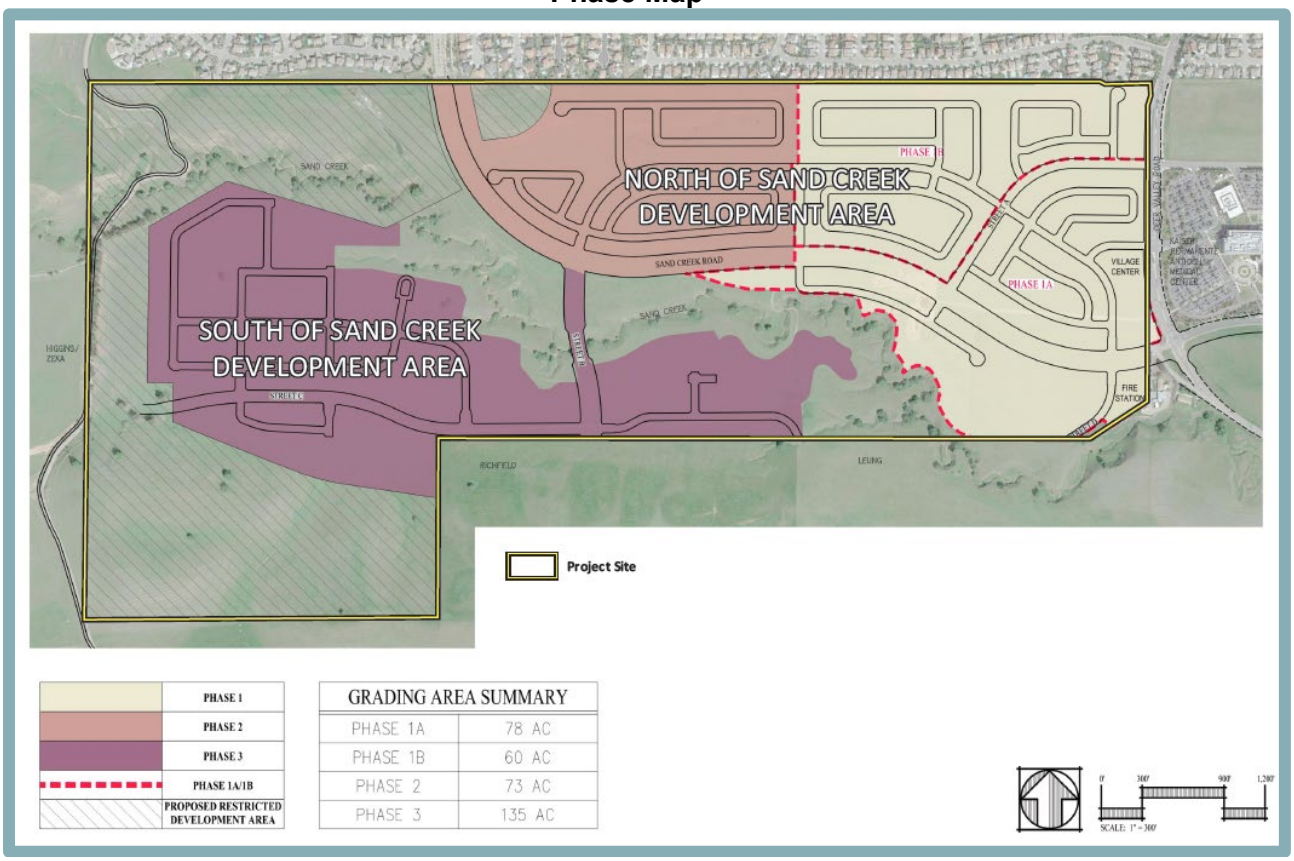
The project site is located within the Sand Creek Focus Area of the General Plan, which contains lands designated by the Antioch General Plan for open space, residential, commercial, and mixed-use development. The project site is surrounded by a single-family residential subdivision to the north, undeveloped land to the south, Deer Valley Road and Kaiser Permanente Antioch Medical

Center to the east, and undeveloped land to the west. Below see an overall location map followed by a map identifying the phases for The Ranch Project.

Location Map



Phase Map



BACKGROUND

The southern area of the City of Antioch is largely known as the Sand Creek Focus Area and includes a diverse mix of land uses, including open space, residential, general commercial, retail, office, medical, recreation, school, and public uses. All parcels surrounding the project site are within the voter-approved Urban Limit Line (ULL).

The applicant for The Ranch Project submitted its first preliminary development plan (PDP) in fall of 2015 for the construction of a master plan containing 1,667 residential dwelling units, including hillside estates, a number of parks, a commercial area, and the 2.00-acre fire station site. At an early Planning Commission workshop on the PDP, numerous residents opposed the project as being too dense and too impactful on hillsides and traffic. Local citizens and an environmental group led the charge to try to significantly reduce the size of the original project proposal. A year later, in response to insights shared by Planning Commissioners and the public, the applicant submitted a second PDP reducing the unit count to maximum of 1,307, including optional senior housing in the plan area to help reduce impacts to noise, air and traffic, as well as a reduced number of units to be constructed on the hillsides. The revised plan was better-received by the Planning Commission and the project applicant proceeded to submit a formal application in June 2017. The City commenced environmental review of the project and released a Draft Environmental Impact Report (EIR) in March 2018 for public review and comment.

However, in February 2018, a local environmental group filed a Notice of Intent to circulate an initiative petition known as the “Let Antioch Voters Decide Initiative: The Sand Creek Area Protection Initiative” (“Let Antioch Voters Decide Initiative”). Subsequently, in April 2018, a citizen’s initiative known as the “West Sand Creek Open Space Protection, Public Safety Enhancement, and Development Restriction Initiative” (“West Sand Creek Initiative”) was also submitted. Both initiatives covered the same approximately 1,852-acre portion of the Sand Creek Focus Area west of Deer Valley Road, which includes the project site and other parcels. Both initiatives obtained the requisite number of voter signatures to qualify for the ballot, and both initiatives were submitted to the City Council on July 24, 2018, for the Council’s consideration pursuant to Elections Code, Section 9215. After careful consideration, the Council unanimously voted to adopt the West Sand Creek Initiative and requested a 9212 Report (an analysis of the impacts of an initiative) on the Let Antioch Voters Decide Initiative.

The Let Antioch Voters Decide Initiative was eventually adopted by the Council on August 28, 2018. On or about October 18, 2018, two legal actions were filed against each initiative. On May 31, 2019, the trial court determined that the Let Antioch Voters Decide Initiative could not be adopted by the City Council after it had previously adopted the West Sand Creek Initiative and that the initiative must be placed on the ballot. The City Council voted on June 9, 2020 to place the Let Antioch Voters Decide Initiative on the November 3, 2020 ballot. On November 21, 2019, the trial court invalidated the West Sand Creek Initiative on the grounds that the City Council’s approval of a development agreement was invalid and could not be severed from the remainder of the West Sand Creek Initiative.

The applicant therefore revised The Ranch Project for a third time to be consistent with the Council-adopted West Sand Creek Initiative and prepared a new EIR, which was certified by the Antioch City Council on July 28, 2020. The Ranch Project is consistent with the West Sand Creek Initiative, including the overall maximum buildout potential, land plan, and circulation. The proposed development of the Phase II area of The Ranch Project site would be generally

consistent with what was previously analyzed for the site in the 2020 EIR prepared for The Ranch Project.

The Antioch City Council approved the following entitlements for The Ranch Project on July 28, 2020:

- Certification of The Ranch Project Final EIR;
- Approval of a General Plan Amendment;
- Approval of a Rezone of the project site to Planned Development and adoption of the development standards;
- Adoption of the Master Development Plan, Planned Development Design Guidelines, and a Resource Management Plan; and
- Approval of a Development Agreement between the City of Antioch and Richland Planned Communities, Inc.

In addition, on June 27, 2023, the Antioch City Council approved the following entitlements for The Ranch Project:

- *Planned Development Guidelines Amendment.* Minor changes to the lot width and rear and side setbacks of the rear center lot of the T-Court Clusters and allowed attached patio covers to encroach two feet into setbacks, which only applies to the Phase I area of The Ranch Project.
- *Master Development Plan Amendment.* Modified the previously approved locations for the on-site trail network for the overall Ranch development.
- *Large Lot Vesting Tentative Subdivision Map.* Divided the overall project site into large lots for phasing. The *Small Lot Vesting Tentative Subdivision Map* further divided the 136.7-acre Phase I area into 440 residential lots, a mixed-use component, a fire station, 6.6 acres of parkland, stormwater detention areas, and an internal roadway network.
- *Use Permit.* Allowed the first phase of development within an approved PD District.
- *Design Review.* Adopted the Design Guidelines for Phase IA, which conceptualized neighborhood landscaping, entry, and architectural renderings.

ANALYSIS

The Ranch Project site consists of three Assessor's parcels identified as 057-010-002, 057-010-003, and 057-021-003, totaling 551.50 acres. The Ranch Project site is currently occupied by a cattle-grazing operation, a single-family residence, and a number of barns and outbuildings located on the eastern portion of the site and is bound by Empire Mine Road to the west, existing residential development to the north, Deer Valley Road, Kaiser Permanente Antioch Medical Center, and undeveloped land to the south.

Land uses to the west of the project site consist of undeveloped land, and open space, including the Black Diamond Mines Regional Park. Land uses to the north of the project site consist of existing single-family residential development. Land uses to the east of the project site consist of the Kaiser Permanente Antioch Medical Center and undeveloped land. Land uses to the south of the project site include rural residential and undeveloped land.

North:	Single Family Residential / Planned Development (PD)
East:	Kaiser Permanente Antioch Medical Center and Vacant / PD
South:	Rural Residential and Vacant / Study District (S)

West: Vacant and Open Space / S

The proposed project would include the development of the 77.8-acre Phase II area of The Ranch Project, which is located in the northwest area of The Ranch Project site. Phase II would consist of 213 LD-3 residential lots with an average lot size of 7,784 square feet, 13.0 acres of parkland, 11.5 acres of open space; and construction of the Sand Creek Road extension to Dallas Ranch Road.

Existing Project Site General Plan Land Use Designation

The project site is located within the Sand Creek Focus Area in the General Plan and is currently designated as Limited Development Area. The Limited Development Area designation allows the following land uses:

- Estate Residential;
- Low Density Residential;
- Medium Low Density Residential;
- Medium Density Residential, Convenience Commercial;
- Mixed Use, Public/Quasi Public; and
- Open Space.

Existing Project Site Zoning Designation

As described above, the project site is located within the Sand Creek Focus Area of the General Plan. The project site is zoned PD, which allows for the following land uses:

- Single-Family Low Density (LD-1, LD-2, and LD-3);
- Single-Family Medium Density (MD-1, MD-2, MD-3, and MD-4);
- Age-Restricted (AR);
- Village Center (VC);
- Public Use Zone (PQ);
- Open Space/Recreation Zones (P-Park, OS-Open Space, Landscape, Trails)

The PD district is intended to set the development standards applicable to the land use district of the project site, including the lot sizes, setbacks, height, floor area ratio, parking, and permitted uses. As discussed above, a Master Development Plan and Planned Development Guidelines were previously adopted for The Ranch Project on July 28, 2020.

The 77.8-acre Phase II area of The Ranch Project Ranch Project includes Single-Family Low Density (LD-3) and Open Space/Recreation Zones (P-Park, OS-Open Space, Landscape, Trails) consistent with the adopted PD district for the site.

Vesting Tentative Subdivision Map

The proposed project would include a Vesting Tentative Subdivision Map that would divide the 77.8-acre Phase II area into 213 LD-3 residential lots, 13.0 acres of parkland, 11.5 acres of open space, and an internal roadway network (see Exhibit A of Attachment A).

Access and Circulation

The proposed project would include the construction of an internal roadway network throughout the Phase II area. Interior streets would all include curbs, gutters, and five-foot-wide sidewalks. The extension of Sand Creek Road to Dallas Ranch Road would be a 4-lane roadway that would serve as the primary access into the project. The project includes a roundabout at the Sand Creek Road and Street B intersection. The Sand Creek Road Improvements were detailed in the Development Agreement approved in 2020 (Attachment C).

Parks, Trails, Open Space, and Landscaping

The proposed project would include 13.0 acres of parks, 2.3 acres of landscaping, and 11.5 acres of open space throughout the Phase II area. Parks within the project site are developed in one of two categories:

- Neighborhood Parks – The centerpiece of each neighborhood that include both fixed elements such as playgrounds and informal areas such as lawns, seating areas, and pathways.

- Pocket Parks – Pocket parks can be less than 1.0 acre in size and provide character as well as outdoor recreational opportunities to the immediate surrounding area. Uses and activities within pocket parks may include decorative landscape elements (e.g., planters, public art, etc.), open turf, outdoor seating, and play areas for small children.

The Resource Management Plan for the Sand Creek Focus Area calls for a minimum development setback of 125-feet from the centerline of the flowline of Sand Creek, yielding a 250'-wide corridor. As such, the proposed project provides the minimum 250-foot width of open space. The open space would be kept largely in its natural grassland condition, with periodic maintenance for weed control and also to establish and promote native seasonal wildflowers. Trails would be developed near the proposed development and traverse portions of the open space of the Phase II area. Most of the trails have been designed for multiple modes of transportation including walking, running, cycling, and blading/skateboarding. When the development of all three phases of The Ranch is complete, the trails would ultimately connect parks, neighborhoods, village center, and open spaces within the project, and also off-site destinations such as Kaiser Permanente and the East Bay Regional Park.

Landscaping features would be provided throughout the proposed development area and would conform to the requirements and provisions of Section 9-5.1001 of the City of Antioch Municipal Code as well as the approved Master Development Plan and Planned Development Design Guidelines. The proposed project includes six different types of landscaping that encompass the non-built environment. Each of these landscapes would have a different approach to their character and function.

1. Sand Creek Drainage Corridor – The actual corridor that contains the flow line and banks of Sand Creek is narrow and highly eroded from cattle crossings and heavy rainfall storm events. Most of the Oak trees on the property are located within those banks. Additional plantings of native grasses and shrubs tolerant of seasonal high flows and potentially additional non-vegetated approaches would be warranted for bank stabilization.

2. Natural Grasslands/Uplands – These areas are the predominant open space type and include native and introduced grass species that have been historically used for cattle

grazing, which are non-irrigated and generally have a greener appearance during winter and spring rains and more golden appearance during summer and fall dry seasons. Additional Oak plantings could be employed within this typology to provide shade by trails and seating areas.

3. Detention Ponds/Wetlands – Detention ponds with natural edges are provided for the project to hold stormwater runoff from heavy rainfall events. The planting regime along their side banks needs to be selected based on water level elevations and the amount and time of inundation into the root zones. Jurisdictional wetlands along the Sand Creek corridor are preserved and incorporated into the open space experience.

4. Parks & Parkways – Neighborhood parks should include a balance of open lawn areas for mostly informal play or gatherings, with lands that are landscaped for utilitarian purposes (e.g., drainage or lowlands, trees for shade) and places for ornamental or themed gardens. Areas for paths, playgrounds, and sport courts (e.g. basketball) will also be provided. Parkways provide meaningful connective open space within the developed lands.

5. Landscaped Streets – These areas within the right-of-way (ROW) would include trees, shrubs, groundcovers, and native grasses planted within the center medians and landscape strips.

6. Recreational Trails – Various trails would provide recreational opportunities and alternative means to travel through the various open spaces within the community.

Utilities

The proposed project would include the provision of water lines, sewer lines, and drainage facilities to serve the proposed project site.

The water system for the proposed project would be designed to integrate with existing transmission mains and would complete a looped connection through the proposed project site. The interior streets throughout the project site would contain 8-inch water lines.

Drainage improvements would include a combination of subsurface and surface drainage systems, including new pipe and channel conveyance systems, as well as culverts. The proposed project would include the construction of storm drainpipes in the Sand Creek Road extension, as well as other streets. All stormwater runoff within the proposed project site would be treated onsite by proposed stormwater detention basins.

The proposed project would include the installation of a new sewer line in Sand Creek Road, as well as a number of sewer lines throughout the proposed project site. All sewer improvements would be constructed within the public right-of-way or within public utility easements within private roadways as needed.

Republic Services would provide solid waste collection, disposal, recycling, and yard waste services to the project site.

Engineering Review

The Antioch Engineering Division provided draft conditions of approval related to construction, site and project design, utilities, landscaping, and more for the proposed tentative subdivision map (see Exhibit B of Attachment A).

Use Permit

Pursuant to the Antioch Municipal Code Section 9-5.2307(C)(1), a Use Permit shall be required prior to the construction of any phase of an approved PD District. As such, the project requires the approval of a Use Permit to allow for the development of 213 residential lots, parks, open space, landscaping, and an internal roadway network within the Phase II area of The Ranch Project site. The intent of the Use Permit is to further clarify the details of the development phase being considered and to ensure that each component complies with the established provisions of the district.

Design Review

Pursuant to the Antioch Municipal Code Section 9-5.2601(A)(1), Design Review shall be required for any new building or construction proposed in any zoning district. The project applicant is not requesting Design Review for the future residences at this time; however, the preliminary landscaping that is included as part of the tentative map is subject to Design Review.

On July 28, 2020, the Antioch City Council adopted the Master Development Plan and Design Guidelines for The Ranch Project. The Ranch Design Guidelines include guidelines for open space, parks, and trails, which intend to minimize manicured landscapes or extensive lawn through the use of a sustainable plant palette with native, drought tolerant trees, shrubs, and ground cover.

The proposed preliminary landscape plans includes street trees throughout Phase II, typical front yard landscaping for the future residences, and landscaping for the 13.0 acres of parks and 11.5 acres of trails and open space.

Staff has determined the preliminary landscape plans for Phase II for the proposed project are consistent with the adopted Design Guidelines and the objectives in the adopted Master Development Plan (see Exhibit C of Attachment A).

The approved design guidelines can be viewed here:
https://www.antiochca.gov/fc/community-development/planning/ProjectDOCs/GP-20-01-DG.pdf

The approved master development plan can be viewed here:
https://www.antiochca.gov/fc/community-development/planning/ProjectDOCs/GP-20-01-MP.pdf

ENVIRONMENTAL REVIEW

An EIR was prepared for The Ranch Project in accordance with the California Environmental Quality Act (CEQA) and was certified by the City Council on July 28, 2020 (SCH No. 2019060012). The 2020 EIR analyzed development of Phase I, Phase II, and Phase III of The Ranch Project, which would consist of 1,177 residential units over 253.5 acres on a 551.5 acre site, including LD

residential units, Medium Density (MD) residential units, and Age Restricted (AR) residential units; a 5.0-acre Village Center consisting of commercial, office, and retail space; 3.0 acres of public services facilities, including a new fire station site and a trail staging area; approximately 22.5 acres of public parks and landscaped areas; 229.5 acres of open space including trails; and 38.0 acres of roadway improvements, and recommends mitigation measures to reduce impacts to the maximum extent feasible.

The EIR concluded that the project would contribute to a significant and unavoidable impact to the following areas:

- Aesthetics: project and cumulatively substantially degrade the existing visual character or quality of public views of the site and its surroundings;
- Air quality: conflict with or obstruct implementation of the applicable air quality plan, cumulatively considerable net increase of a criteria pollutant, and cumulative toxic air contaminant impact;
- Greenhouse gas emissions: generate direct and indirect greenhouse gas emissions; and
- Transportation: conflict with a program plan, ordinance or policy of the circulation system under existing plus project, near-term, and cumulative traffic conditions, as well as being inconsistent with CEQA Guidelines Section 15064.3(b).

Findings of fact for the EIR, and a statement of overriding considerations were also included in the certification of the EIR. In addition, a Mitigation Monitoring and Reporting Program was prepared and adopted.

Copies of The Ranch Project EIR were made available for review Monday through Friday, at the City of Antioch Community Development Department, between the hours of 8:00 AM and 5:00 PM. The EIR was also available online at: https://www.antiochca.gov/community-development-department/planning-division/environmental-documents/.

A Consistency Checklist was prepared to ensure that the development of Phase II of The Ranch Project is consistent with the project analyzed in the certified 2020 EIR (Attachment G). The Consistency Checklist determined that the development of Phase II of The Ranch Project would not result in any new or significant impacts beyond what was previously analyzed in the certified 2020 EIR, and therefore, would not require additional environmental review pursuant to CEQA Guidelines Section 15162. In addition, development of the Phase II area would have to comply with all applicable mitigation measures from the previously certified 2020 EIR.

ATTACHMENTS

A. Resolution No.2025-__ recommending City Council approval of a Vesting Tentative Map, Use Permit, and Design Review to allow for the development of the proposed uses within the Phase II area of The Ranch Project site.
    a. Exhibit A – Vesting Tentative Subdivision Map
    b. Exhibit B – Draft Conditions of Approval
    c. Exhibit C – Preliminary Landscaping Plans
B. Consistency Checklist Memo
C. Approved Development Agreement

ATTACHMENT "A"

PLANNING COMMISSION
RESOLUTION NO. 2025-xx

RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF ANTIOCH FORWARDING A RECOMMENDATION TO THE CITY COUNCIL TO ADOPT THE PROPOSED VESTING TENTATIVE SUBDIVISION MAP, USE PERMIT, AND DESIGN REVIEW FOR THE DEVELOPMENT OF THE RANCH PHASE II PROJECT (PD2023-0003, UP2025-0007, DR2025-0017)

WHEREAS, the City of Antioch ("City") received an application from Richland Planned Communities, Inc. ("Applicant") seeking City approval of a Vesting Tentative Subdivision Map, Use Permit, and Design Review for the development of Phase II of The Ranch Project ("Project"); and

WHEREAS, The Project site is in the southeastern section of the City of Antioch, on the western side of State Route 4 and is within the Sand Creek Focus Area west of Deer Valley Road along Sand Creek (APNs 057-010-002, 057-010-003, and 057-021-003); and

WHEREAS, the Project consists of a planned residential community on approximately 77.8 acres consisting of approximately 38.6 acres of single-family residences, 13.0 acres of parkland, 2.3 acres of landscaping, 11.5 acres of open space, and 12.4 acres of roadway improvements; and

WHEREAS, the City, as lead agency under the California Environmental Quality Act ("CEQA"), has completed the Final Environmental Impact Report ("Final EIR" or "EIR") for the Project; and

WHEREAS, on July 28, 2020, the Antioch City Council certified the Final EIR (SCH No. 2019060012), its CEQA findings, and its statement of overriding considerations supporting approval of the Project considered in the EIR; and

WHEREAS, the City, as lead agency under CEQA, has prepared a Consistency Checklist to ensure that the development of Phase II of The Ranch Project is consistent with the project analyzed in the certified 2020 EIR. The Consistency Checklist determined that the development of Phase II of The Ranch Project would not result in any new or significant impacts beyond what was previously analyzed in the certified 2020 EIR, and therefore, would not require additional environmental review pursuant to CEQA Guidelines Section 15162. In addition, development of the Phase II area would have to comply with all applicable mitigation measures from the previously certified 2020 EIR; and

WHEREAS, the proposed project requires approval a Vesting Tentative Subdivision Map (attached hereto as Exhibit A) would divide the Phase II area into 213 Low-Density-Conventional (LD-3) residential lots, 13.0 acres of parkland, 11.5 acres of open space, 2.3 acres of landscaping, and 12.4 acres of internal roadway network.

WHEREAS, the proposed project requires approval of a Use Permit to allow for the development of the proposed uses within the Phase II area of The Ranch Project site.

WHEREAS, the proposed project requires approval of Design Review to authorize the proposed conceptual landscaping to ensure consistency with the City of Antich's General Plan, Zoning Ordinance, design policies and criteria, and Citywide Design Guidelines.

WHEREAS, a public hearing notice was published in the East County Times and posted in three public places pursuant to California Government Code Section 65090 on April 25, 2025, for the public hearing held on May 7, 2025; and

WHEREAS, on May 7, 2025, the Antioch Planning Commission duly held a public hearing on the matter, received presentation by City staff, and considered evidence, both oral and documentary, and all other pertinent documents regarding the proposed request.

NOW, THEREFORE, BE IT RESOLVED AND DETERMINED, that the Antioch Planning Commission does hereby make the following findings for recommending City Council approval of the Vesting Tentative Subdivision Map:

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. The site has a General Plan Designation of Limited Development Area and is zoned Planned Development and the subdivision will accommodate uses that are consistent with the General Plan on each of the lots created by the subdivision; and,

2. That the subdivision proposed by the Vesting Tentative Map complies with the rules, regulations, standards and criteria of the City's Subdivision Regulations. The proposed subdivision meets the City's criteria for the map. The City's Planning and Engineering staff have reviewed the Vesting Tentative Map and evaluated the effects of the subdivision proposed and have determined that the Vesting Tentative Map, as conditioned, complies with and conform to all the applicable rules, regulations, standards, and criteria of the City's Subdivision Regulations.

3. The conditions of approval protect the public safety, health and general welfare of the users of the project and surrounding area. In addition, the conditions ensure the project is consistent with City standards.

NOW, THEREFORE, BE IT RESOLVED AND DETERMINED, that pursuant to Section 9-5.2703 (B) (1) of the Antioch Municipal Code the Planning Commission hereby make the following findings for a Use Permit:

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

   Finding: The construction of The Ranch Phase II will not be detrimental to the public health or welfare or injurious to the property or improvements. The construction of the Project has been designed to match the existing environment and focus on open space. The Project has been designed to have attractive frontages and entrances into the neighborhoods. The subject site will benefit the public welfare by providing a variety of housing options, as well as public parks, open space, and pedestrian trails.

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

   Finding: The site is zoned as Planned Development (PD) and per the Municipal Code any and all uses are permitted provided that the uses are shown on the approved final development plan and in accordance with the General Plan. The General Plan designation of The Ranch site is Limited Development Area, which allows for the following uses:

   - Single-Family Low Density (LD-1, LD-2, and LD-3);
   - Single-Family Medium Density (MD-1, MD-2, MD-3, and MD-4);
   - Age-Restricted (AR);
   - Village Center (VC);
   - Public Use Zone (PQ);
   - Open Space/Recreation Zones (P-Park, OS-Open Space, Landscape, Trails)

   The 77.8-acre Phase II area of The Ranch Project Ranch Project includes Single-Family Low Density (LD-3) and Open Space/Recreation Zones (P-Park, OS-Open Space, Landscape, Trails) consistent with the PD zone and Limited Development Area designation. Furthermore, the Project is consistent with the previously approved uses for the original project in 2020.

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.

   Finding: The site is adequate in size and shape to accommodate the proposed development. The Phase II area is 77.8 acres and can accommodate the development of 213 LD-3 residential lots with an average lot size of 7,784 square feet, 13.0 acres of parkland, 11.5 acres of open space; and construction of the Sand Creek Road extension to Dallas Ranch Road.

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.

   Finding: The Project includes the construction of the Sand Creek Road extension to Dallas Ranch Road as required in the 2020 EIR and the Development Agreement. The construction of roads included in the Project will be adequate in width and pavement to carry the anticipated traffic generated by the Project.

5. That the granting of such Use Permit will not adversely affect the comprehensive General Plan.

   Finding: The General Plan designation of The Ranch site is Limited Development Area, which allows for the following uses:

   - Single-Family Low Density (LD-1, LD-2, and LD-3);
   - Single-Family Medium Density (MD-1, MD-2, MD-3, and MD-4);
   - Age-Restricted (AR);
   - Village Center (VC);
   - Public Use Zone (PQ);
   - Open Space/Recreation Zones (P-Park, OS-Open Space, Landscape, Trails)

   The 77.8-acre Phase II area of The Ranch Project Ranch Project includes Single-Family Low Density (LD-3) and Open Space/Recreation Zones (P-Park, OS-Open Space, Landscape, Trails) consistent with the PD zone and Limited Development Area designation. Furthermore, the Project is consistent with the previously approved uses for the original project in 2020.

NOW THEREFORE BE IT FURTHER RESOLVED that the Antioch Planning Commission does hereby recommend the Antioch City Council APPROVE the proposed Vesting Tentative Subdivision Map, Use Permit, and Design Review for The Ranch Phase II Project, subject to the conditions of approval attached hereto as Exhibit B.

* * * * * * *

I HEREBY CERTIFY that the foregoing resolution was adopted by the Planning Commission of the City of Antioch at a regular meeting thereof held on the 7th day of May 2025, by the following vote:

AYES:

NOES:

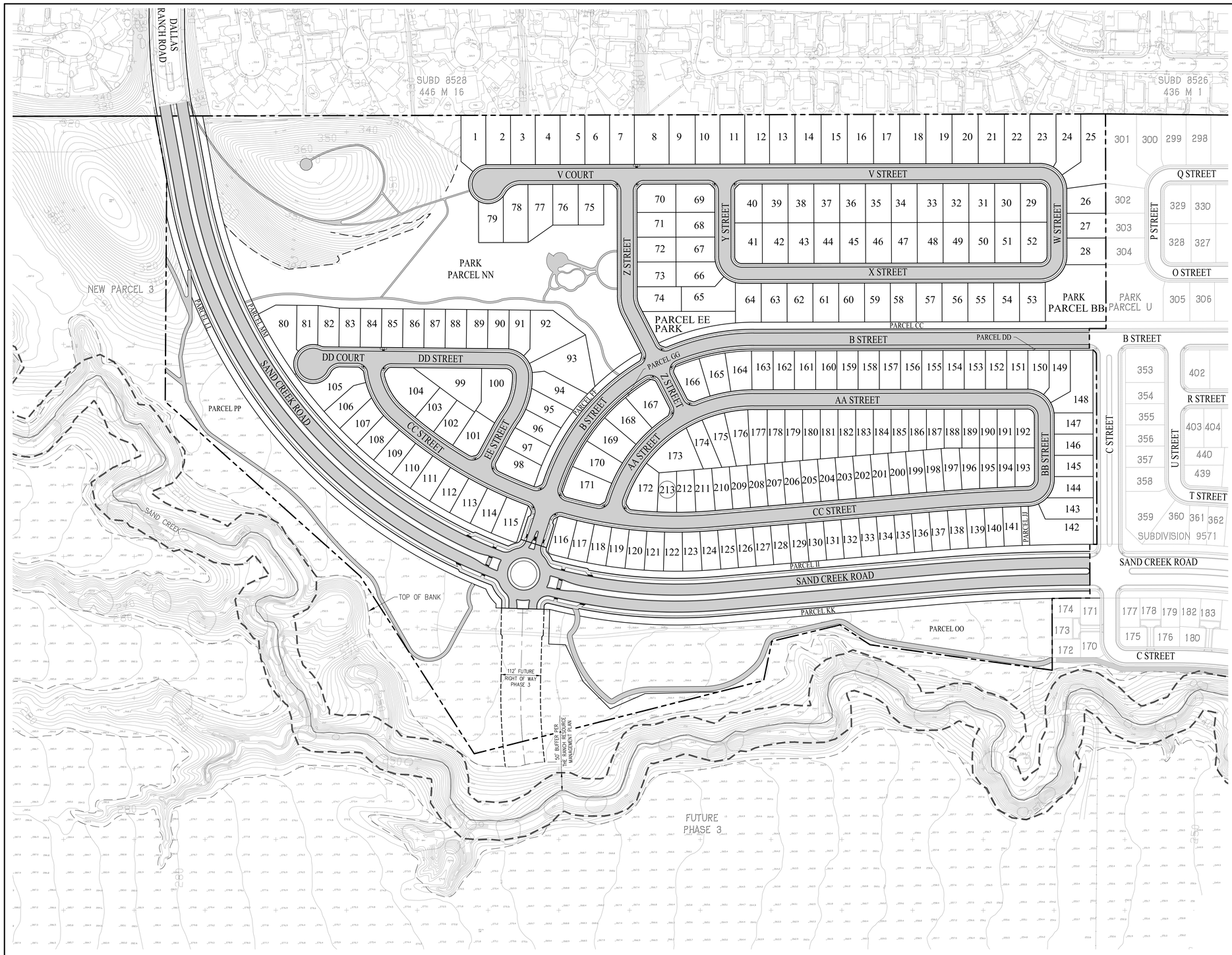
ABSTAIN:

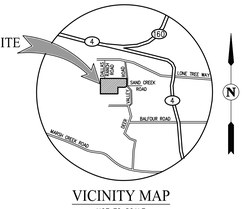
ABSENT:

_____

Zoe Merideth
Acting Secretary to the Planning Commission

EXHIBIT A





VICINITY MAP

NOT TO SCALE

GENERAL NOTES

1. PROPERTY OWNERS: EPC HOLDINGS 820, LLC
   AMERICAN SUPERIOR LAND, LLC
2. APPLICANT/DEVELOPER: RICHLAND PLANNED COMMUNITIES, INC.
   601 UNIVERSITY AVENUE, SUITE 125
   SACRAMENTO, CA 95825
   PHONE: (916) 715-4083
   KYLE MASTERS
3. ENGINEER: CARLSON, BARBEE, & GIBSON, INC.
   2633 CAMINO RAMON, SUITE 350
   SAN RAMON, CA 94583
   PHONE: (925) 866-0322
   JUSTIN JOSEPH P.E., RCE 87572
4. USE: EXISTING: AGRICULTURAL
   PROPOSED: SINGLE FAMILY DETACHED RESIDENTIAL
5. GENERAL PLAN: EXISTING: LIMITED DEVELOPMENT AREA
   PROPOSED: LIMITED DEVELOPMENT AREA
6. ZONING: EXISTING: PLANNED DEVELOPMENT (PD)
   PROPOSED: PLANNED DEVELOPMENT (PD)
7. LAND AREA SUMMARY:

LOW DENSITY – CONVENTIONAL (LD-3)	38.6± ACRES
PARKS (P)	13.0± ACRES
OPEN SPACE (OS)	11.5± ACRES
LANDSCAPE (L)	2.3± ACRES
MAJOR ROADWAY	12.4± ACRES
PHASE 2 DEVELOPED AREA	77.8± ACRES

8. TOTAL NO. OF EXISTING LOTS: 1
9. TOTAL NO. OF PROPOSED LOTS: 213

   MIN LOW DENSITY LOT SIZE: 5,525± SF
   AVERAGE LOW DENSITY LOT SIZE: 7,784± SF
10. RESIDENTIAL LOT BREAKDOWN:

    LOW DENSITY RESIDENTIAL (LD-3) – 213 LOTS
11. LOW DENSITY: 213 DWELLING UNITS/37.0 ACRES = 5.8 DWELLING UNITS/AC (NET)
12. APN: 057-010-002, 057-010-003, 057-021-003
13. BENCHMARK: CONTRA COSTA COUNTY BENCHMARK #3063 IS A DISK SET IN A CONCRETE POST 1.2 MILES SOUTH ON DEER VALLEY ROAD FROM INTERSECTION OF LONE TREE WAY AT SOUTH CORNER OF INTERSECTION OF DEER VALLEY ROAD, 20 FEET EAST OF THE CENTERLINE OF SNODGRASS LANE, 1-1/2 FEET NORTHWEST OF A 4"X4" MARKER POST HAVING AN ELEVATION OF 228.280.
14. BASIS OF BEARINGS: N89°52'14"E ALONG THE NORTH LINE OF SECTION 7 AS SHOWN ON THE RECORD OF SURVEY FILED IN BOOK 90 LICENSED SURVEY MAPS AT PAGE 4, CONTRA COSTA COUNTY RECORDS.
15. CONTOUR INTERVALS: EXISTING – 2 FOOT
    PROPOSED – 2 FOOT
16. PROPOSED GRADING AS SHOWN IS PRELIMINARY. FINAL GRADING IS SUBJECT TO FINAL DESIGN.
17. ALL GRADING WILL BE IN CONFORMANCE WITH THE RECOMMENDATIONS AND CONDITIONS OF THE GEOTECHNICAL ENGINEER AND REPORT REGARDING THIS PROJECT NO. 4371.000.001, PREPARED BY ENGEO, INC. DATED SEPTEMBER 26, 2018.
18. MAXIMUM CUT OR FILL SLOPE IS 2:1.
19. ALL EXISTING STRUCTURES TO BE REMOVED, UNLESS NOTED OTHERWISE.
20. BOUNDARY IS PER RECORD INFORMATION, SEE SHEET 2.
21. PROPOSED DEVELOPED AREA IS NOT SUBJECT TO INUNDATION.
22. ALL INTERIOR STREETS TO BE PUBLIC, EXCEPT AS NOTED.
23. SAND CREEK ROAD SHALL BE A PUBLIC ROADWAY DEDICATED TO THE CITY OF ANTIOCH.
24. MULTIPLE FINAL MAPS MAY BE FILED ON THE LANDS SHOWN ON THIS MAP. A MASTER FINAL MAP MAY BE FILED TO CREATE SELLABLE PARCELS.
25. USE PERMIT AS REQUIRED FOR EACH PHASE OF A PLANNED DEVELOPMENT.

BASIS OF BEARINGS:

THE BASIS OF BEARINGS FOR THIS SURVEY IS DETERMINED BY FOUND MONUMENTS IN DEER VALLEY ROAD AS SHOWN ON RECORD SURVEY RS 3396 (142 LSM 18), THE BEARING BEING NORTH 00°35'57" EAST, SAID BEARING IS BASED ON THE CALIFORNIA COORDINATE SYSTEM, ZONE III. DISTANCES SHOWN HEREON ARE GROUND DISTANCES IN U.S. SURVEY FEET.

LEGEND

FUTURE	EXISTING	PROPOSED	
			SUBDIVISION BOUNDARY
			LARGE LOT PARCEL BOUNDARY
			LOT LINE
			RIGHT OF WAY
			C/L SAND CREEK
			EASEMENT
			CENTERLINE
			CURB
			MEDIAN

PARCEL SUMMARY

PARCEL	LAND USE	ACREAGE	OWNER
PARCEL BB	PARK	0.59 AC	CITY
PARCEL CC	LINEAR PARK	0.58 AC	CITY
PARCEL DD	LANDSCAPING	0.26 AC	HOA
PARCEL EE	PARK	0.32 AC	CITY
PARCEL FF	LINEAR PARK	0.22 AC	HOA
PARCEL GG	LANDSCAPING	0.05 AC	HOA
PARCEL II	LANDSCAPING	0.71 AC	HOA
PARCEL JJ	LANDSCAPING	0.05 AC	HOA
PARCEL KK	LANDSCAPING	0.71 AC	HOA
PARCEL LL	LANDSCAPING	0.71 AC	HOA
PARCEL MM	LANDSCAPING	0.72 AC	HOA
PARCEL NN	PARK	11.42 AC	CITY
PARCEL OO	OPEN SPACE	4.81 AC	CITY
PARCEL PP	OPEN SPACE	6.70 AC	CITY

PARK AREA SUMMARY

DESIGN GUIDELINES	LOCATION	PROPOSED ACREAGE
NORTH NEIGHBORHOOD PARK	PARCEL EE	0.32 AC
	PARCEL NN	11.42 AC
	SUBTOTAL=	11.74 AC
LANDSCAPE PATHWAY & CENTRAL PARK	PARCEL BB	0.59 AC
	PARCEL CC	0.58 AC
	PARCEL FF	0.22 AC
	SUBTOTAL=	1.39 AC
	TOTAL=	12.95 AC

PER ANTIOCH MUNICIPAL CODE:

1 SINGLE FAMILY DWELLING UNIT : 0.015 ACRES OF PARK

213 UNITS IN PHASE 1 X 0.015 = 3.2 ACRES

SHEET INDEX

1 - TITLE SHEET & OVERALL SITE PLAN

2- EXISTING BOUNDARY & CONDITIONS

3 - STREET SECTIONS

4 - DIMENSION PLAN

5 - LOT AREA PLAN

6 - CONCEPTUAL GRADING PLAN

7 - CONCEPTUAL UTILITY PLAN

8 - TRAFFIC SIGNING, STRIPING, & PARKING PLAN

VESTING TENTATIVE MAP
TITLE SHEET & OVERALL SITE PLAN
THE RANCH
SUBDIVISION 9667

CITY OF ANTIOCH CONTRA COSTA COUNTY CALIFORNIA

SCALE: 1"=100' DATE: DECEMBER 30, 2024

0 100 200 300

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JOB NO.: 1133-021

SHEET NO. 1 OF 8 SHEETS

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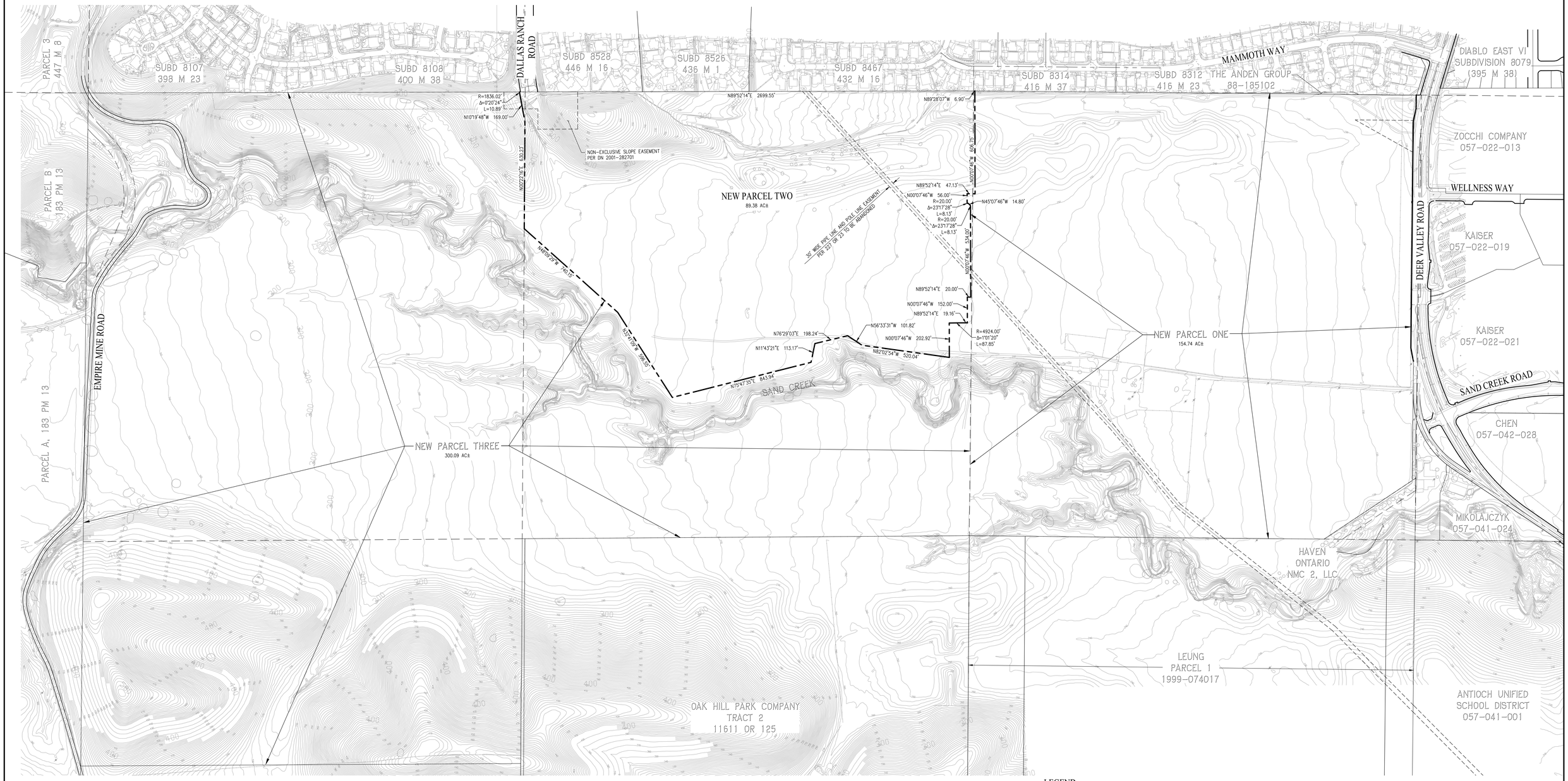

LEGEND

- SUBDIVISION BOUNDARY
- PROPOSED PARCEL LINE
- EXISTING ADJOINER
- EXISTING RIGHT OF WAY
- PROPOSED EASEMENT
- EXISTING EASEMENT

VESTING TENTATIVE MAP
EXISTING BOUNDARY & CONDITIONS
THE RANCH
SUBDIVISION 9667

CITY OF ANTIOCH CONTRA COSTA COUNTY CALIFORNIA

SCALE: 1"=100' DATE: DECEMBER 30, 2024

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SHEET NO. 2 OF 8 SHEETS

JOB NO.: 1133-021

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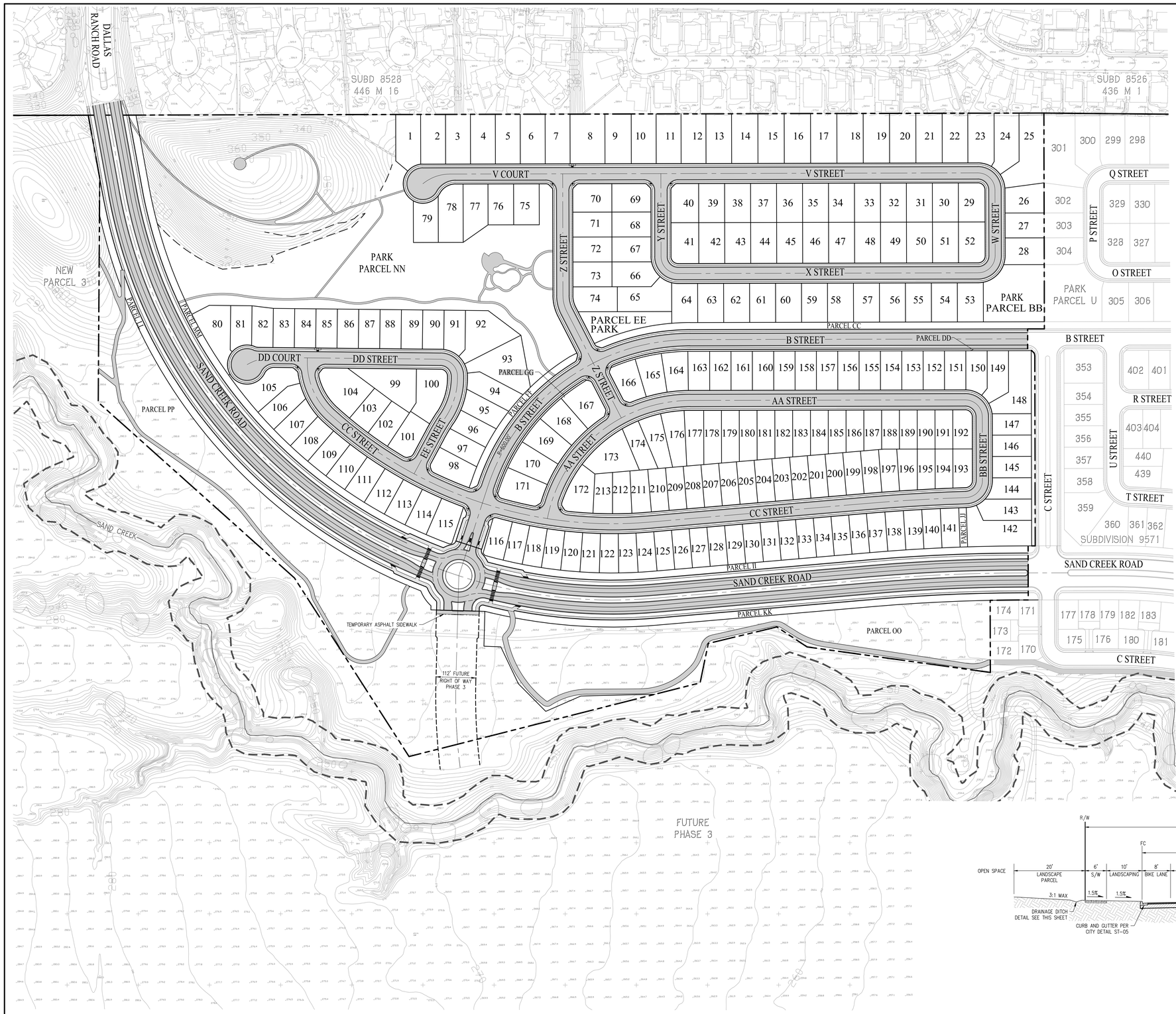
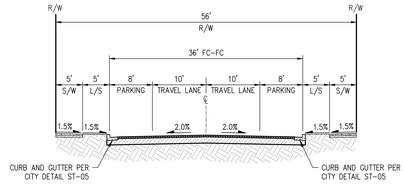
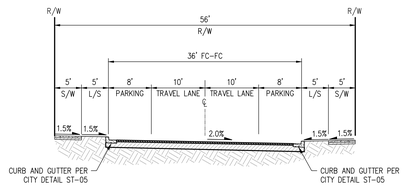




TYPICAL RESIDENTIAL STREET (CROWNED) (56' R/W)

APPLIES TO: B STREET, W STREET, X STREET, Z STREET (SOUTH OF B STREET), AA STREET, BB STREET, CC STREET, DD COURT, DD STREET, & EE STREET

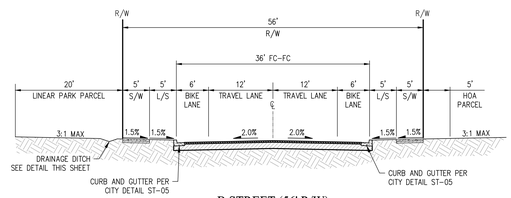
NOT TO SCALE



TYPICAL RESIDENTIAL STREET (CROSS SLOPED) (56' R/W)

APPLIES TO: V COURT, V STREET, Z STREET (NORTH OF B STREET)

NOT TO SCALE



B STREET (56' R/W)

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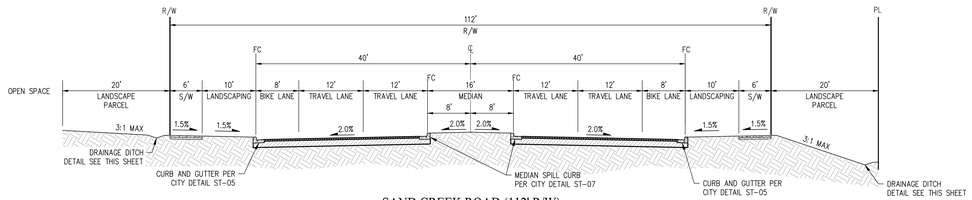

SAND CREEK ROAD (112' R/W)

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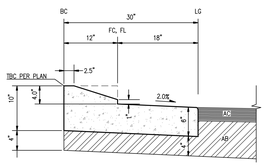
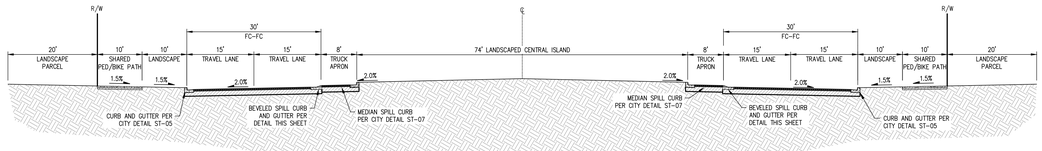


4" BEVELED SPILL CURB & GUTTER

NOT TO SCALE

EARTH DRAINAGE DITCH DETAIL

NOT TO SCALE



ROUNDABOUT

NOT TO SCALE

LEGEND

FUTURE	EXISTING	PROPOSED
		SUBDIVISION BOUNDARY
		LOT LINE
		RIGHT OF WAY
		EASEMENT
		CENTERLINE
		CURB
		MEDIAN
		TRAIL/PATHWAY

VESTING TENTATIVE MAP
STREET SECTIONS
THE RANCH
SUBDIVISION 9667

CITY OF ANTIOCH CONTRA COSTA COUNTY CALIFORNIA

SCALE: 1"=100' DATE: DECEMBER 30, 2024

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SHEET NO. 3 OF 8 SHEETS

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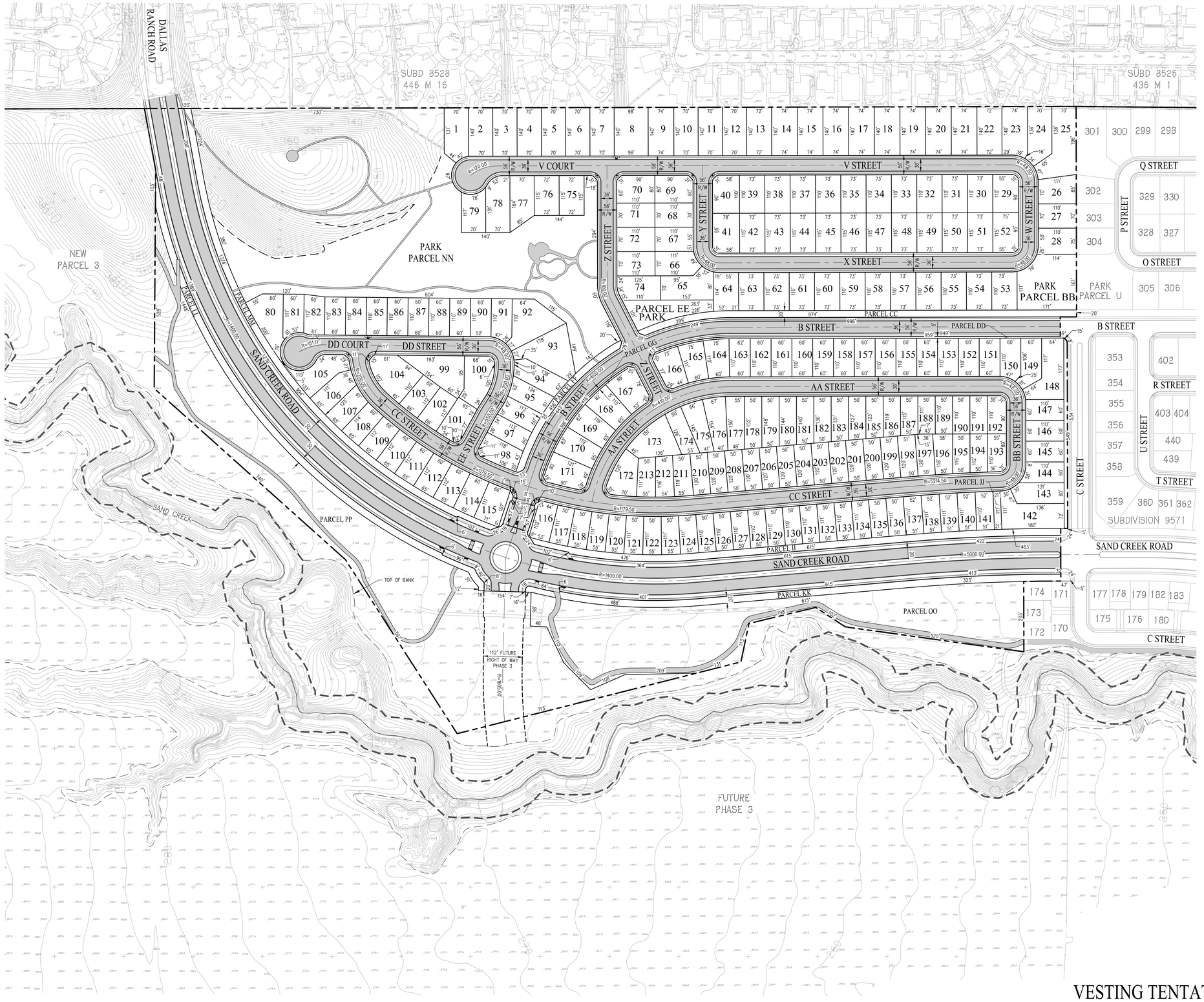

NOTES

- ALL INNER CURB RETURNS TO BE 30' AND OUTER CURB RETURNS 66', OTHERWISE TO BE SHOWN ON THE MAP.
- ALL STREET CENTERLINE RETURN RADIUS TO BE 48', OTHERWISE TO BE SHOWN ON MAP

LEGEND

FUTURE	EXISTING	PROPOSED	
			SUBDIVISION BOUNDARY
			LOT LINE
			RIGHT OF WAY
			EASEMENT
			CENTERLINE
			CURB
			MEDIAN
			TRAIL/PATHWAY

VESTING TENTATIVE MAP
DIMENSION PLAN
THE RANCH
SUBDIVISION 9667

CITY OF ANTIOCH CONTRA COSTA COUNTY CALIFORNIA

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SHEET NO. 4 OF 8 SHEETS

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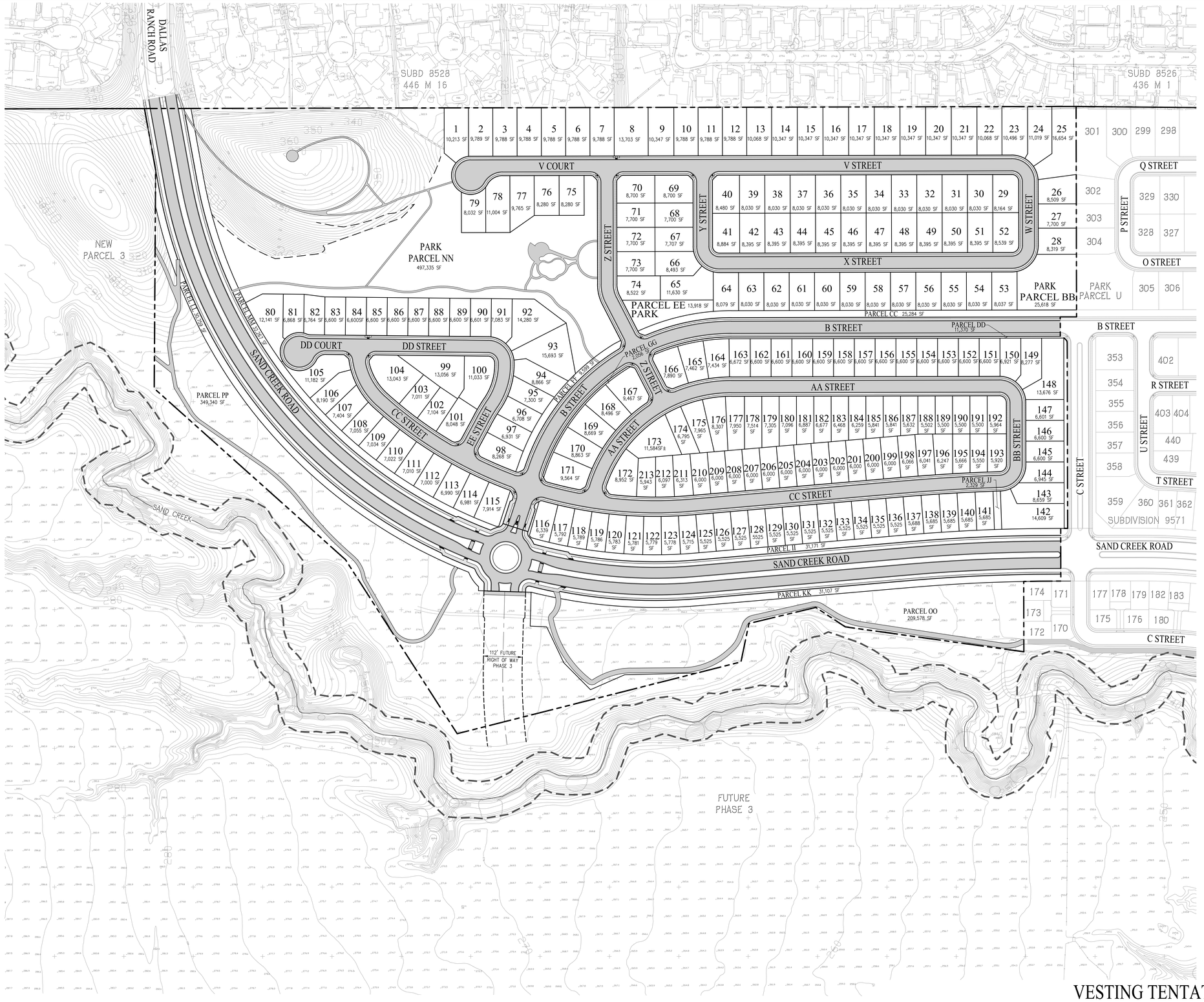

LOW DENSITY (LD-3)

MINIMUM LOT SIZE:	5,525 SF±
AVERAGE LOT SIZE:	7,784 SF±
MAX LOT SIZE:	16,654 SF±

LEGEND

FUTURE	EXISTING	PROPOSED	
			SUBDIVISION BOUNDARY
			LOT LINE
			RIGHT OF WAY
			EASEMENT
			CENTERLINE
			CURB
			MEDIAN

VESTING TENTATIVE MAP
LOT AREA PLAN
THE RANCH
SUBDIVISION 9667

CITY OF ANTIOCH CONTRA COSTA COUNTY CALIFORNIA

SCALE: 1"=100' DATE: DECEMBER 30, 2024

0 100 200 300

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JOB NO.: 1133-021

SHEET NO. 5 OF 8 SHEETS

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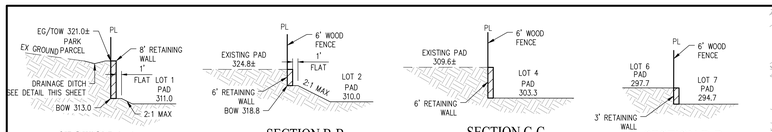

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NOT TO SCALE

SECTION B-B
NOT TO SCALE

SECTION C-C
NOT TO SCALE

SECTION D-D
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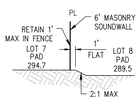

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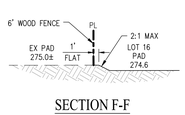

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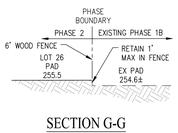

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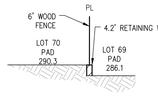

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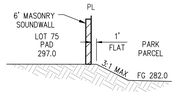

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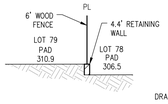

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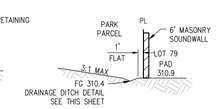

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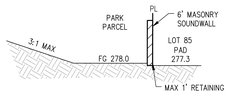

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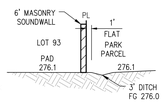

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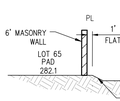

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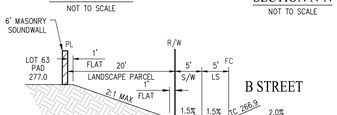

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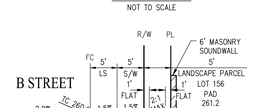

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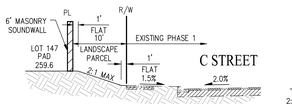

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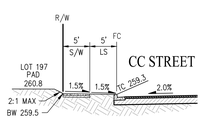

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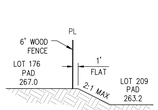

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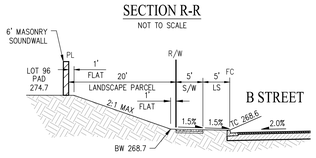

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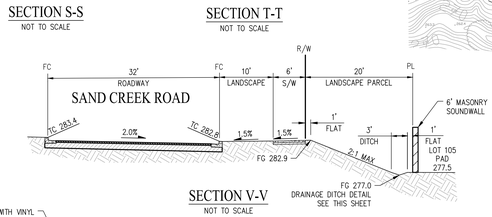

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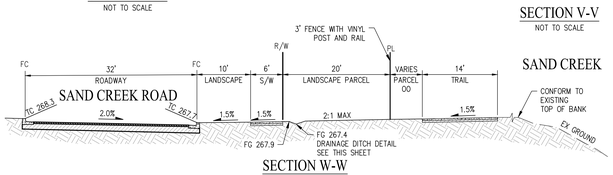

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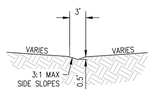

EARTH DRAINAGE DITCH DETAIL
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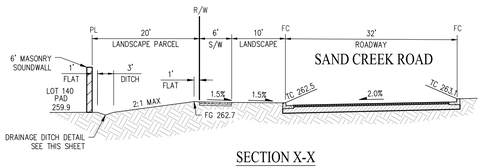

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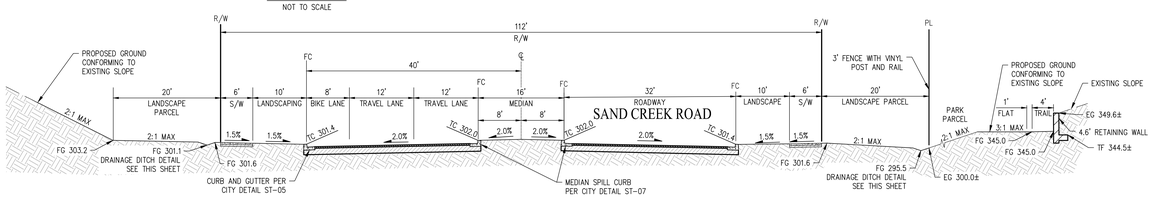

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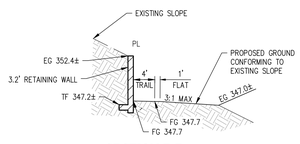
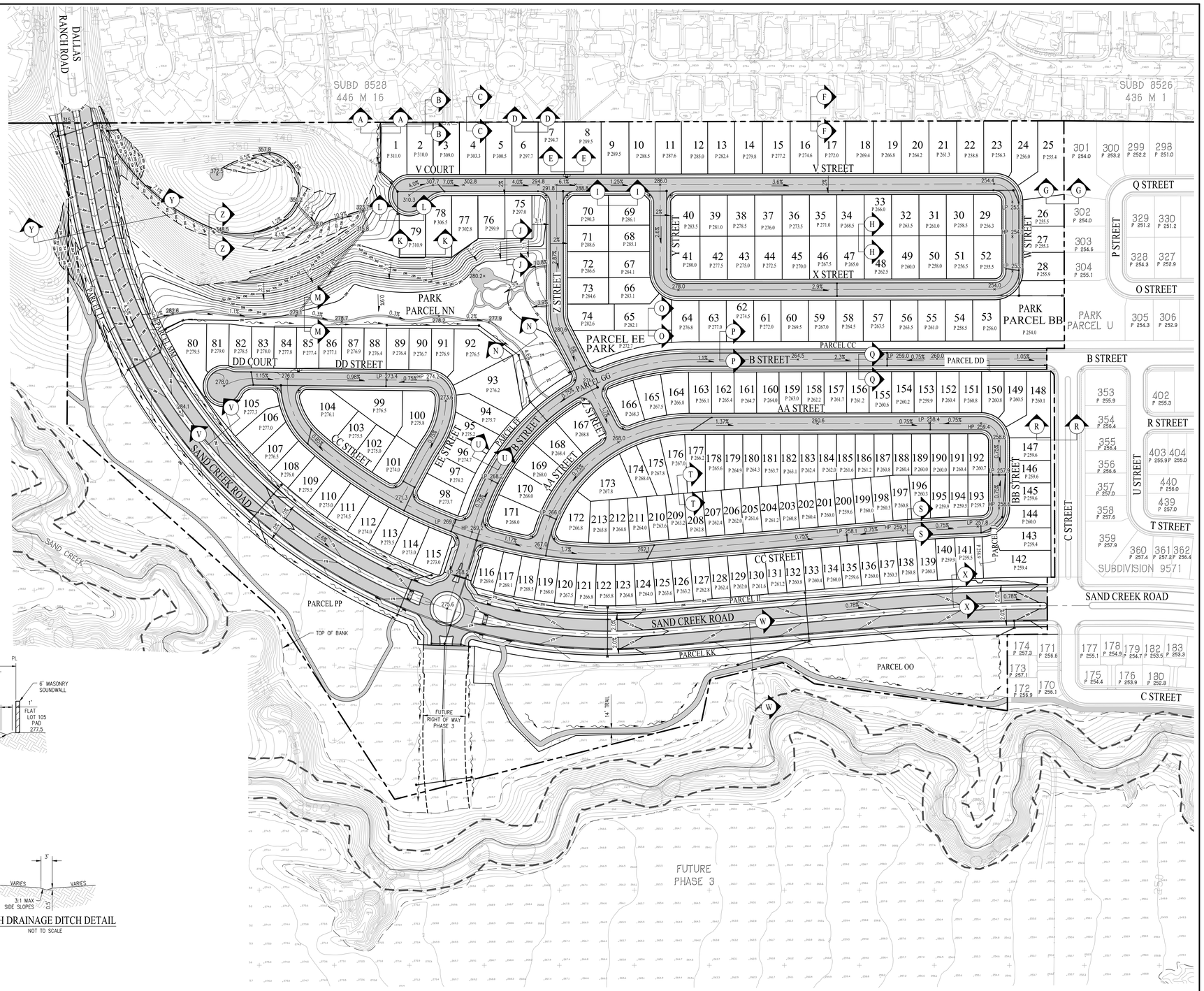


SECTION Z-Z
NOT TO SCALE



NOTES:
- PADS SET TO NOT BE GREATER THAN MAXIMUM DRIVEWAY SLOPE OF 12%

EARTHWORK SUMMARY

DESCRIPTION	CUT (CY)	FILL (CY)
ROUGH GRADING (ASSUMES NO UNDERCUT)	157,472	200,088
UTILITIES SPOILS	11,125	
HOUSE SPOILS (ASSUMES 25 CY/UNIT)	5,325	
SHRINKAGE OF CUT MATERIALS (10%)	–	17,392
STOCKPILE	43,558	
SUBTOTAL	217,480	217,480
NET	0	

LEGEND

EXISTING	PROPOSED	
		SUBDIVISION BOUNDARY
		RIGHT OF WAY
		LOT LINE
		CENTERLINE
		MEDIAN
		RETAINING WALL
		SLOPE
100	100	LOT NUMBER
P 155.1	P 155.1	PAD ELEVATION
		TRAIL/PATHWAY

VESTING TENTATIVE MAP
CONCEPTUAL GRADING PLAN
THE RANCH
SUBDIVISION 9667

CITY OF ANTIOCH CONTRA COSTA COUNTY CALIFORNIA
SCALE: 1"=100' DATE: DECEMBER 30, 2024

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JOB NO.: 1133-021

SHEET NO. 6 OF 8 SHEETS

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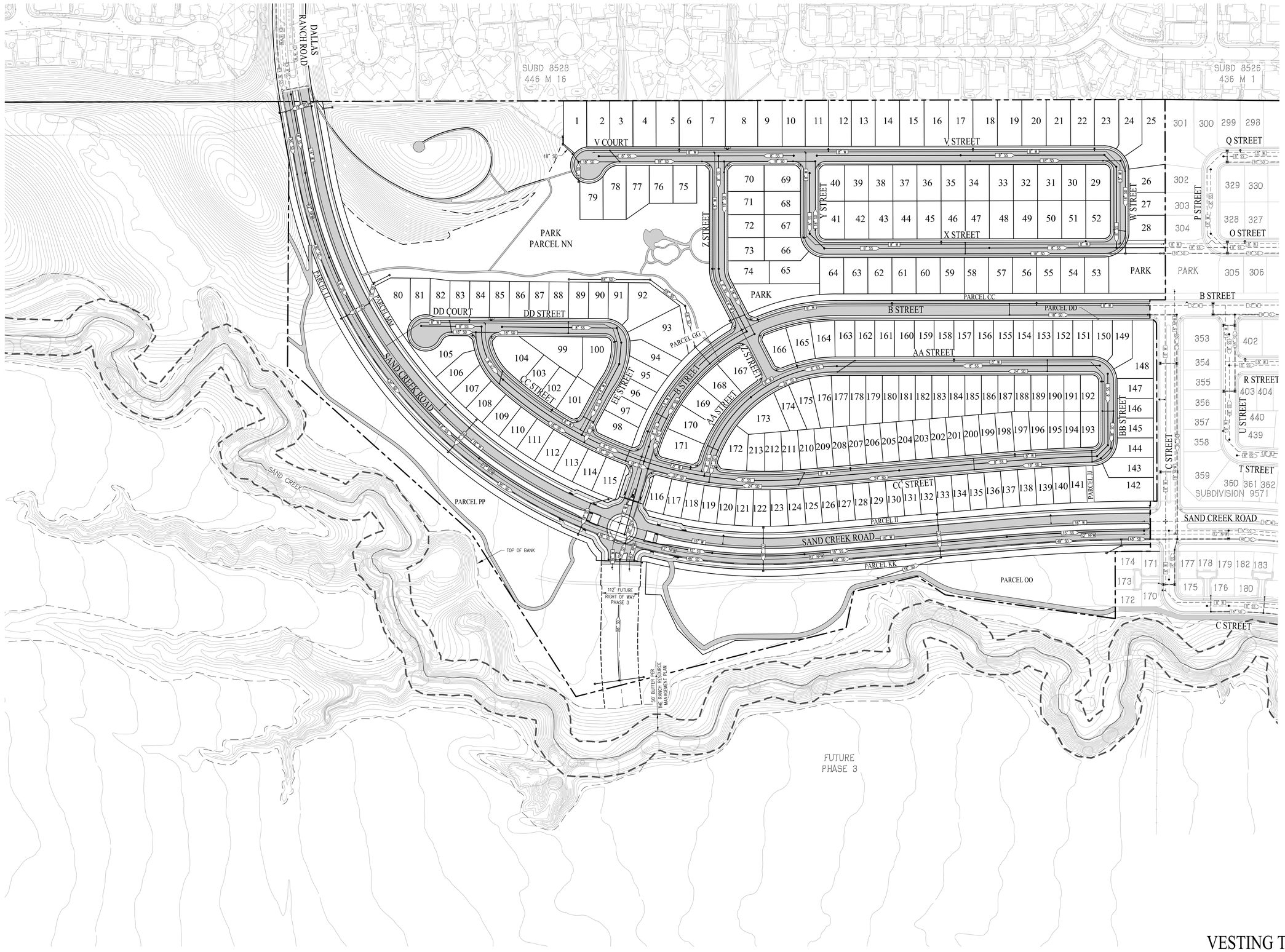

LEGEND

EXISTING	PROPOSED	
SD	SD	STORM DRAIN LINE
SS	SS	SANITARY SEWER LINE
W	W	WATER LINE
NPW	NPW	NON-POTABLE WATER LINE
○	●	MANHOLE
□	■	CATCH BASIN
⊠	H	FIELD INLET
⏃	⏃	FIRE HYDRANT
⊸	⊸	BLOW OFF VALVE
100	100	LOT NUMBER

VESTING TENTATIVE MAP
CONCEPTUAL UTILITY PLAN
THE RANCH
SUBDIVISION 9667

CITY OF ANTIOCH CONTRA COSTA COUNTY CALIFORNIA

SCALE: 1"=100' DATE: DECEMBER 30, 2024

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SHEET NO. 7 OF 8 SHEETS

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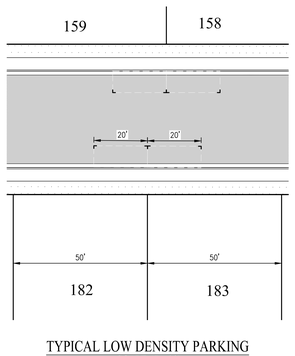
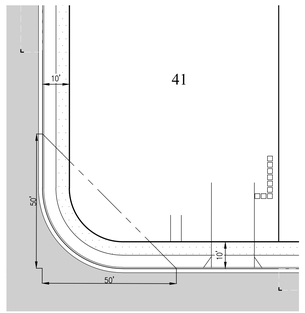
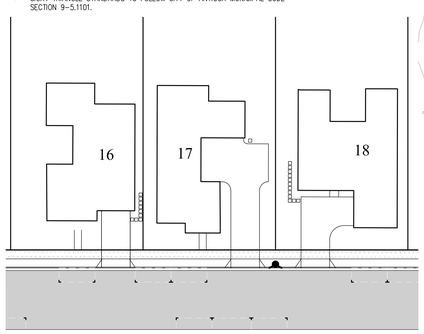


TYPICAL LOW DENSITY PARKING
SCALE 1" = 20'

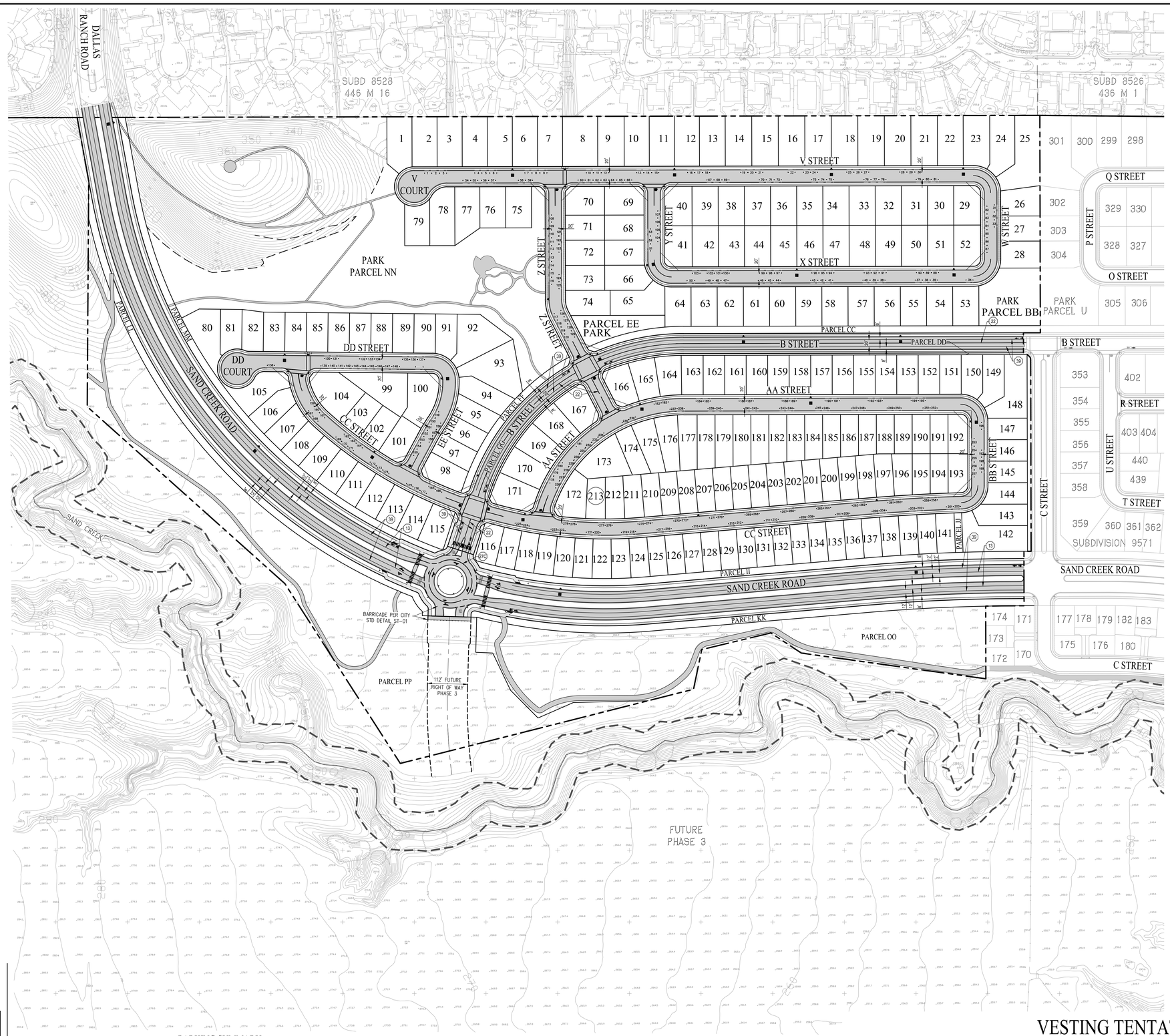


50' SIGHT TRIANGLE
SCALE 1" = 20'

NOTE:
- 50' SIGHT VISIBILITY TRIANGLE DOES NOT APPLY AT ELBOWS AND KNUCKLES.
- 25' SIGHT VISIBILITY TRIANGLE APPLIES TO ALL DRIVEWAYS.
- SIGHT TRIANGLE STANDARDS TO FOLLOW CITY OF ANTIOCH MUNICIPAL CODE SECTION 9-5.1101.



TYPICAL HOUSE PLAN EXTERIOR & DRIVEWAY
SCALE 1" = 30'



PARKING SUMMARY

PARKING TYPE	PARKING REQUIRED		PARKING PROVIDED	
	RATIO	NUMBER OF SPACES	RATIO	NUMBER OF SPACES
GARAGE (COVERED)	2 SPACES/DU	426 SPACES	2 SPACES/DU	426 SPACES
GUEST PARKING (ON-STREET)	1 SPACE/DU	213 SPACES	1 SPACE/DU	213 SPACES
ADDITIONAL ON-STREET PARKING	–	–	–	66 SPACES
TOTAL	–	639 SPACES	–	705 SPACES

GUEST PARKING (PARALLEL SPACES) DIMENSIONS

INTERIOR: 8' X 20'

SIGNING NOTES:

1. ALL SIGNING SHALL CONFORM TO THE LATEST EDITION OF THE CALIFORNIA MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (CAMUTCD) WITH REVISIONS.
2. THE CONTRACTOR SHALL NOTIFY THE CITY INSPECTOR A MINIMUM OF 48 HOURS TO THE DAY OF LAYOUT OF THE PROPOSED SIGNING.
3. CONTRACTOR SHALL GET CITY ENGINEER APPROVAL FOR SIGN INSTALLATION ON ELECTROLIER

STRIPING NOTES:

1. ALL STRIPING, PAVEMENT MARKING, AND SIGNING SHALL CONFORM TO THE LATEST EDITION OF THE CALIFORNIA MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (CA MUTCD) WITH REVISIONS.
2. THE CONTRACTOR SHALL NOTIFY THE CITY ENGINEER A MINIMUM OF TWO WORKING DAYS PRIOR TO THE DAY OF LAYOUT OF THE PROPOSED SIGNING AND STRIPING.
3. THE CONTRACTOR SHALL BE RESPONSIBLE FOR LAYOUT AND CAT TRACKING OF ALL PROPOSED STRIPING AND MARKING. NO PERMANENT STRIPING OR MARKING SHALL BE PLACED UNTIL CAT TRACKING IS APPROVED BY THE CITY TRAFFIC ENGINEER.
4. ALL DETAIL NUMBERS REFER TO THE LATEST EDITION OF THE CA MUTCD STRIPING DETAILS.
5. EXISTING STRIPES TO REMAIN UNLESS NOTED OTHERWISE.

LEGEND

FUTURE	EXISTING	PROPOSED	
			SUBDIVISION BOUNDARY
			LOT LINE
			RIGHT OF WAY
			CURB
			TRAFFIC SIGN ON METAL POST PER CITY DETAIL ST-16 AND ST-17
			REFLECTIVE "BLUE DOT" FIRE HYDRANT MARKER INSTALLED ADJACENT TO THE HYDRANT 5-FEET FROM STREET CENTERLINE PER CITY DETAIL W-02
			12" WIDE WHITE LINE (MUTCD DETAIL 22)
		STOP	"STOP" PAVEMENT MARKING – CENTER OF LEGEND 6-FEET OFF OF CENTERLINE OF STREET OR MEDIAN CURB.
			CALTRANS BIKE LANE SYMBOL (NOT TO SCALE) (CONSTRUCT PER CALTRANS STANDARD PLAN A24C)
		(22)	PROPOSED CALIFORNIA MUTCD DETAIL #

VESTING TENTATIVE MAP
TRAFFIC SIGNING, STRIPING, & PARKING PLAN
THE RANCH
SUBDIVISION 9667

CITY OF ANTIOCH CONTRA COSTA COUNTY CALIFORNIA

SCALE: 1"=100' DATE: DECEMBER 30, 2024

0 100 200 300

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JOB NO.: 1133-021

SHEET NO. 8 OF 8 SHEETS

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EXHIBIT B:
DRAFT CONDITIONS OF APPROVAL
THE RANCH TM 9667 PHASE 2

1. **Project Approval**. This Vesting Tentative Map, Use Permit and Design Review approval is for 9667 Deer Valley Road, as substantially shown and described on the project plans, except as required to be modified by conditions herein or in the Development Agreement. Plans dated December 30, 2024, as presented to the City Council on DATE ("Approval Date."). For any condition herein that requires preparation of a Final Plan where the project applicanthas submitted a conceptual plan, the project applicant shall submit final plan(s) in substantial conformance with the conceptual plan, but incorporate the modifications required by the conditions herein for approval by the City.

2. **Project Approval Expiration**. This approval expires 10 years with expiration of the date of Development agreement for the entire The Ranch 1,177 residential community development, between the City of Antioch and Richland Planned communities, Inc. DATED" September 10, 2020 (or date on which this approval becomes effective) or an alternate time specified unless a building permit has been issued, and construction diligently pursued. The approval may be reviewed by the Community Development Director for a period up to an additional two (2) years, provided that, at least ten (10)days before expiration of one (1) year from the date when the approval becomes effective, an application for renewal of the approval is filed with the Community Development Department. The Community Development Director may grant a renewal of an approval where there is no change in the original application,or there is no request to change any condition of approval for up to two additional years from the expiration date.

3. **City Fees**. The applicant shall pay all City and other related fees applicable to the property, as may be modified by conditions herein. Fees shall be based on the current fee structure in effect at the time the relevant permits are secured and shall be paid before issuance of said permit or before any City Council final action approval. Notice shall be taken specifically of Plan Check, Engineering, Fire, and Inspection Fees.The project applicant shall also reimburse the City for direct costsof planning; building and engineering plan check and inspection, as mutually agreed between the City and applicant.

    - *Discretionary or ministerial permits/approvals will not be considered if the developer is not current on fees, balances, and reimbursement that are outstanding and owed to the City.*

4. **Pass-Through Fees.** The developer shall pay all pass-through fees shown below or show that the fees have been paid with the use of fee credits. Fees include but are not limited to:
    - East Contra Costa Regional Fee and Financing Authority (ECCRFFA) Fee in effect at the time of building permit issuance.
    - Contra Costa County Fire Protection District Fire Development Fee in place at the time of building permit issuance.

- Contra Costa County Map Maintenance Fee in affect at the time of recordation of the final map(s).
- Contra Costa County Flood Control District Drainage Area fee.
- Delta Diablo Sanitation Sewer Fees.
- Aviano Sewer agreement with City of Antioch

5. **Appeals**. Pursuant to Section 9-5.2509 of the Antioch Municipal Code, any decision made by the Planning Commission which would otherwise constitute final approval or denial may be appealed to the City Council. Such appeal shall be in writing and shall be filed with the City Clerk within five (5) working days after the decision. All appeals to the City Council from the Planning Commission shall be accompanied by a filing fee established by a resolution of the City Clerk.

6. **Requirement for Building Permit**. Approval granted by the Planning Commission or City Council does not constitute a building permit or authorization to begin any construction or demolish anexisting structure. An appropriate permit issued by the Community Development Department must be obtained before constructing, enlarging, moving, converting, or demolishing any building or structure within the City.

7. **Modifications to Approved Plans**. The project shall be constructed as approved and with any additional changes required pursuant to the Conditions of Approval. Planning staff may approve minor modifications in the project design, but not the permitted land uses. A change requiring discretionary approval and any other changes deemed appropriate by the Planning staff shall require further approval through the discretionary review process.

8. **Mitigation Monitoring and Reporting Program.** The developer shall comply with all mitigation measures identified in the Mitigation Monitoring and Reporting Program for The Ranch (GP-20-01, MDP-20-01)

9. **Compliance Matrix.** With the submittal of all grading plans, improvement plans, and building permit plans, the applicant shall submit to the Community Development Department a Conditions and Mitigation Measures Compliance Matrix that lists: each Condition of Approval and Mitigation Measure, the City division responsible for review, and show the applicant meets the Condition of Approval or Mitigation Measure. The applicant shall update the compliance matrix and provide it with each submittal.

10. **Hold Harmless Agreement/Indemnification**. The applicant (including any agent thereof) shall defend, indemnify, and hold harmless, the City of Antioch and its agents, officers and employees, from any claim, action, or proceeding against the City or its agents, officers or employees to attack, set aside, void, or annul the City's approvalconcerning this application. The city will promptly notify the applicant of any such claim action or proceeding and cooperate fully in the defense.

11. The development shall comply with the City of Antioch Municipal Code, unless a specific exception is granted thereto, or is otherwise modified in these conditions or in the Development Agreement.

12. Permits or approvals, whether discretionary or ministerial, will not be considered if the developer is not current on fees, reimbursement and/or other payments that are due the City.

13. All advertising signs shall be consistent with the Sign Ordinance or as approved by the Community Development Director.

14. Subdivision Map Act Compliance. The Vesting Tentative Map approval is subject to the timelines established in the State of California Subdivision Map Act or as extended by a Development Agreement.

15. Final Master Parcel Map. The Developer may file a Final Master Parcel Map based being in substantial conformance with the phase 2 Vesting Tentative Map of subdivision 9667 prepared by Carlson, Barbee and Gibson, Inc. (CBG) located in San Ramon, CA, on December 30,2024 received by the Community Development Department, and also shall be in compliance to the conditions of approval and mitigations measures of this approved “The Ranch Subdivision 9667” project.

Approval of the Vesting Tentative Map shall not constitute the approval of any improvements on the Vesting Tentative Map until they are fully designed on the required improvement plans, constructed, inspected, and signed off by publics works department. These conditions of approval shall not be construed as a guarantee of future extension or reapprovals of this or similar maps, nor is it an indication of future availability of water or sewer facilities or permission to develop beyond what is approved by this vesting tentative map.

16. On-Street Parking. One (1) on-street parking space per lot shall be located within close proximity to the unit served, as shown on the vesting tentative map prepared by CBG and associates and stamped received by the Planning Division on 12/30/2024, or as otherwise approved by the City Engineer in writing.

17. Master Final Parcel Map. The Developer may file a master final map subdividing the Phase 2 of “The Ranch” new parcel 2 of 89.38 acres into one to three parcels for further subdivision and development as shown on the Tentative Map 9667. Parcel 1, Phase 2A, development may consist of residential lots 1-79 with the listed below streets and improvements for future residential development and improvement. Parcel 2, Phase 2B development may consist of residential lots 80 to 115 with the listed below streets and improvements for future residential development and improvement. Parcel 3, Phase 2C development may consist of residential lots 116 to 213 with the listed below streets and improvements for future residential development and improvement. This means that the developer may create up to three large parcels

of each of the above listed residential areas with the first final map of this phase and then file subsequent subdivisions of large parcels 1,2 and 3 into the residential lots shown on the tentative map 9667.

18. **Base Infrastructure for New parcel 2 into Parcels 1,2, and 3.** With the development of new parcel 2, that consists of phase 2 Tentative Map 9667 are the following back bone dedications and improvements as shown in TM 9667. These backbone dedications and improvements are the following:

1. Offer of dedication and begin construction on Sand Creek Road (112'R/W) from the westerly line of Lot 1, phase 1 at the end of Sand Creek Road that connects to existing dead end of Dallas Ranch Road at the north property line of new parcel 2, with 2 - 32'wide paved streets (f/c to f/c), and a 16' wide landscaped median, 6' wide sidewalks and 10'wide parkway landscaping from curb and gutter and sidewalks on both sides of the paved roadways. Roadway completion timing is based on Exhibit B in the project development agreement with the city.
2. Offer of dedication and begin construction on street B (56'R/W) (f/c to f/c), with a 20' wide landscape parkway adjacent on one side of the roadway, and 5'wide PUE and landscaped parkway between street curb and gutter to and residential properties lines of the street as shown on said tentative map at 1st building permit issuance within TM 9667.
3. Offer of dedication and begin construction on future Sand Creek Road (112' R/W) roadway access from Sand creek Road of phase 1 to the northernly property line of phase 2 to the connection of Dalla Ranch Road, and from the second most western intersection of street B (112'R/W) and Sand Creek Road extend the future roadway south shown as right of way for future access roadway for phase 3 development as shown on said tentative Map. Constructed with this future road extension is various storm drain improvements to drain the open space area so not to cause any further soil erosion to the banks of Sand creek. Roadway completion timing is based on Exhibit B in the project development agreement with the city.
4. Offer of dedication and begin construction on all proposed utility improvements in Sand Creek Road (from Sand Creek Road to west phase 1 terminus at the lot 1 property line to Dallas Ranch Road) A as shown on the tentative map 9667 shall consist of the following: (Roadway completion timing is based on Exhibit B in the project Development Agreement with the City).
    a. 16" Water Main line in Sand Creek Road
    b. 12" Non-Potable Water Main Line in Sand Creek Road
    c. 8"-15" Sanitary sewer line in Sand Creek Road
    d. 36"-48" Storm Drain line in Sand Creek Road
    e. 8" Water Main in Street B
    f. 18" Storm drains line in Street B
    g. 8" Sanitary Sewer Line north in Street B
    h. All Electrical Lines, switches and transformers, meters, etc. for adequate electrical services to future residential units in Lots 1, 2 and 3.
    i. Internet/ Cable TV lines, switches, transformers, meters, etc. to provide adequate internet service to future surrounding residential lots.

j. Along Sand Creek Road, dedication of landscape parcels II, KK, MM, LL (from the west New Parcel 1 property line to north and northeast property line of phase 2 Tentative Map). Retaining walls, fences and landscape improvements will occur when the adjacent residential lots develop.
k. Along with the dedication and improvement of Sand Creek Road, dedicate open space of parcels OO, PP, and construct 8 feet wide and 14' wide trail along the edge of the phase 2 property line and the Sand Creek. This includes installation of all needed storm drain lines, grading, drainage inlets and outlet structures, drainage treatment, pathways, maintenance access roads, fencing, gates, and any other needed improvements for the parcel area to function as open space and future extension of utilities and right of way for phase 3. Improvements to be completed at noted building permit issuance timing listed in COA 129.

19. **Improvements to Residential Lots 1-79 in phase 2A.** With the creation of residential Lots 1-79, the developer may file a subsequent final map of the following dedications and improvements in the layout shown with TM 9667**:**
a. The creation of residential Lots 1-79 according to the layout shown on Tentative Map 9667.
b. Dedication and improvement of Streets V, X, Y, Z and Court V (56' R/W), street pavement 36' (F/C to F/C) with two 5' sidewalks on each side of the paved roadway.
c. Along Street B, shall dedicate parkway landscape parcels CC from street C to Sand Creek Rd. and install masonry fences and landscape improvements will occur when the adjacent residential lots develop to each park parcel.
d. Dedicate Park parcel BB and Park Parcel EE to the City. The installation of all park landscaping, irrigation, and park amenities for subdivision will occur when with the construction of the first residential lot adjacent to the park parcel.
e. Installation of all lot wood fencing and retaining walls to each of residential lots of these subdivisions will occur with final construction of adjacent residential houses, unless approved before by the City Engineer or Director and Community Development.
f. Construction of the 4' wide natural trail/path improvements located within Park parcel NN from V court to top of the hill lookout to Sand Creek Road shall be installed with the construction of adjacent residential lots to the park parcels unless waved and approved to be constructed in a later phase by the City Engineer and Director of Community Development.

20. **Improvements for residential Lots 80-115, in parcel 1, phase 2B**
a. The creation of residential lots 80-115 according to the layout as shown on tentative map 9667.
b. Street CC (56'R/W), 36'wide pavement (F/C to F/C), 2 -5' wide sidewalks on both sides of the pavement.
c. Street DD and DD Court: (56'R/W) 36'wide pavement (F/C to F/C), 2- 5' wide sidewalks on both sides of the pavement
d. Street EE (56'R/W) 36'wide pavement (F/C to F/C), 2 -5' wide sidewalks on both sides of the pavement:

e. Parcel FF, Parkway Landscape improvements to street B.
f. Parcel MM: Parkway Landscape improvements to Sand Creek Road
g. Park Parcel NN: Parkway Landscape improvements
h. Park Parcel NND: Park improvements
i. Park parcel NN: Park improvements, Park amenities, landscaping, irrigation, sidewalks, play equipment, park signage.
g. Install a 5' wide paved sidewalk/Trail path from Sand Creek Road to Street B and Street Z unless waved and approved to be constructed in a later phase by the City Engineer and Director of Community Development.

21. **Trails:** With the development of residential lots 116 to 213, a 14' wide trail with to match the project Design Guidelines shall be constructed from the intersection of 'Street B and Sand Creek Road to westerly property line of Lot 1. The trail section shall be 4" concrete over 6" of Class 2 AB.

22. **Masonry Sound wall fencing.** With the construction of residential lots in Phase 2A, The Developer shall construct a masonry sound wall fencing along streets B, from Street C and Sand Creek Road, along the parkway parcels, adjacent to residential lots. The developer shall construct 6' high decorative masonry or concrete CMU sound walls in the parkway parcels. The locations of the Wall start and end locations, colors samples and decorative layout of the walls shall be detailed on the improvement plans that will be reviewed and preapproved by the planning and building department prior to construction.

23. With the creation of the first final map from Tentative Map 9667 of phase 2, the developer shall obtain the abandonment of existing 30' wide pipeline and existing pole line easements as shown on the tentative map.

24. **Improvements to Residential Lots 116 to 213, in phase 2C.** With the creation of residential Lots 116-213, the developer will file a subsequent final map of the following dedications and improvements in the layout shown with TM 9667:

a. Street AA (56'R/W) with 36'wide pavement (F/C to F/C), 2- 5' wide sidewalks on both sides of the pavement:
b. Street BB (56'R/W) with 36'wide pavement (F/C to F/C), 2 -5' wide sidewalks on both sides of the pavement:
c. Street CC (56'R/W) with 36'wide pavement (F/C to F/C), 2- 5' wide sidewalks on both sides of the pavement:
d. Street Z(56'R/W) with 36'wide pavement (F/C to F/C), 2- 5' wide sidewalks on both sides of the pavement:
e. Parcel DD: Parkway landscape improvements along street B
f. Parcel GG: Parkway landscape improvements along Street B
g. Parcels JJ: Parkway Landscape improvements along C street (not labeled on map)
h. Parcels II: Parkway Landscape improvements along Sand Creek Road

i. Parcel KK: Parkway Landscape improvements along Sand Creek
j. Delete
k. Along Sand Creek Road, developer shall dedicate landscape parcels II, KK, MM, LL (from the west New Parcel 1 property line to north and northeast property line of phase 2 Tentative Map). Retaining walls, fences and landscape improvements will occur when the adjacent residential lots develop.
l. Along Street C, dedicate a 5' wide landscape parkway parcel QQ as shown on the said tentative map (needs to be labeled). Retaining walls, fences and landscape improvements will occur when the adjacent residential lots develop.
m. Parcel KK: Landscape parkway improvements along Sand Creek Road
n. Parcel OO: Landscape, trail, sidewalk, and park improvements to the open space area.

Public Works Standard Conditions

25. **City Standards**. All proposed improvements shall be constructed to City standards or as otherwise approved by the City Engineer in writing.

26. **Utility Construction.** Public utilities shall be constructed to their ultimate size, location, and configuration with the road construction in which they are shown on the tentative parcel map TM 9667.

27. **Utility Undergrounding.** All existing and proposed utilities shall be undergrounded (including transformers and PMH boxes) and be subsurface pursuant to Section 7-3 "Underground Utility Districts" of the Antioch Municipal Code.

28. **Utility Mapping.** Prior to acceptance of public utilities, the Developer shall provide GPS coordinates of all existing and proposed utilities. This includes all Water Distribution Utility features, Sewer Collection Utility features, Storm Water Utility features, and all inverts associated with these features. Developer shall also include GPS coordinates of subdivision entry signs, street signs, light poles, water meter and irrigation controllers. These GPS coordinates must be taken on a survey-grade sub-meter GPS data receiver/collector and provided in GIS shapefile format using the NAVD 88 (with conversion information).

29. **Sewer**. The Developer shall install all sewage laterals from residential lots to houses and the line shall flow by gravity to the intersecting public street sewer main which will drain by gravity to existing City sewer trunk mains located east of the project per City standards as specified in project sewer master plan study of phase 1 and 2 of the Ranch development.

30. **Storm Drain Design/Construction**. The Developer shall design, and construct storm drain facilities to adequately collect and convey stormwater entering or originating within each development area to the nearest adequate man-made

drainage facility east of the project in phase 1 or natural watercourse, without diversion of the watershed.

a. All public utilities, including storm drainpipes and ditches, shall be installed in public streets avoiding any private connections between lot locations. All proposed drainage facilities, including open ditches, shall be constructed of Portland Concrete Cement, or as approved by the City Engineer.

b. Storm drains system shall flow to the water treatment and detention Basins located within parcel C the phase 1 tentative map with no diversion out of existing watershed(s).

c. The detention basin and associated improvements shall be constructed and operational prior to issuance of first residential building permit.

d. All Water quality and detention basins are located in parcel C of phase 1 shall be designed to the satisfaction of the City Engineer with an emergency spillway to provide controlled overflow relief for large storm events. An Operations and Maintenance Manual (for each basin) shall be submitted to the City for basins prior to the issuance of the first building permit of this phase 2.

31. **Water Pressure**. The Developer shall provide adequate water pressure and volume to serve individual housing units within this development in accordance with city standards. This will include a minimum flow of 50 gpm at 20 psi residual pressure at each residential house water service as approved by the City Engineer. See Fire Requirements for additional water flow conditions.

32. **Requirement for Looped System.** The public water main shall be designed as a looped distribution system in all phases of construction. If not already connected as a looped water system, developer shall be responsible for installing any additional water mains outside the project as a looped system at no cost to the City.

33. **Hydrology Analysis**. The developer shall submit a 10 year and 100-year (24-hour rain event) hydrology and hydraulic analyses/ report as part of the storm water control plan. The analysis/ report shall demonstrate adequacy of the in-tract drainage system to the downstream drainage system. The analysis shall also be reviewed and approved by the city and Contra Costa County Flood Control.

34. **Retaining Walls.** The developer shall construct retaining walls where a grade transition reaches more than 2:1 slope and soil is not retained by a retaining wall. The following shall apply:
    a. Public Right of Way. Retaining walls shall not be constructed in City right-of-way or other City maintained parcels unless otherwise approved by the City Engineer.
    b. Materials. All retaining walls shall be of concrete masonry unit construction.

c. Height. All retaining walls shall be reduced in height to the maximum extent practicable and the walls shall meet the height requirements in the front yard setback and sight distance triangles as required by the City Engineer.

35. **Fences.** The developer shall construct rear and side yard fencing for all units in each phase of construction. All interior residential fences shall be made of wood or other suitable durable material and located at the top of slope or as approved by the City Engineer.

    a. In cases where a fence is to be built in conjunction with a retaining wall, and the wall face is exposed to a side street, the fence shall be setback a minimum of three feet (3') behind the retaining wall per Antioch Municipal Code § 9-5.1603, or as otherwise approved by the City Engineer in writing.

    b. All fencing adjacent to open space (trails and basins) shall be wrought iron, tubular steel, or as otherwise approved by the City Engineer in writing at the time of improvement plan approval and shall be located at the top of slope.

36. **All residential houses shall have rain gutters and downspouts** installed that will direct water away from the building foundation unless approved by the City Engineer

Conservation/NPDES

37. **C.3 Compliance**. Per State Regulations, all impervious surfaces including off-site roadways to be constructed as part of the project are subject to C.3, County and State requirements.

38. **NPDES.** The project shall comply with all Federal, State, and City regulations for the National Pollution Discharge Elimination System (NPDES) (AMC§6-9). (Note: Per State Regulations, NPDES Requirements are those in affect at the time of the Final Discretional Approval.)

    a. Under NPDES regulations, the project is subject to provision C.3: "New development and redevelopment regulations for storm water treatment."
    b. Requirements. Provision C.3 requires that the project include storm water treatment and source control measures, as well as run-off flow controls so that post-project runoff does not exceed estimated pre-project runoff.
    c. Storm Water Control Plan. C.3 regulations require the submittal of a Storm Water Control Plan (SWCP) that demonstrate plan compliance. The SWCP shall be submitted concurrently with site improvement plans.
    d. Operation and Maintenance Plan. For the treatment and flow-controls identified in the approved SWCP, a separate Operation and Maintenance Plan (O&M) shall be submitted to the Building Department at the time of permit submittal.
    e. CCRs. Both the approved SWCP and O&M plans shall be included in the project CC&Rs. Prior to building permit final and issuance of a Certificate of Occupancy,

the developer shall execute any agreements identified in the Storm Water Control Plan that pertain to the transfer of ownership and/or long-term maintenance of storm water treatment or hydrograph modification BMPs. Already stated in COAs below, 5.c and 5.h.w.

39. NPDES Plan Submittal Requirements. 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) Application. Prior to issuance of permits for building, site improvements, or landscaping, the developer shall submit a permit application consistent with the developer's approved Storm Water Control Plan, and include drawings and specifications necessary for construction of site design features, measures to limit directly connected impervious area, pervious pavements, self-retaining areas, treatment BMPs, permanent source control BMPs, and other features that control storm water flow and potential storm water pollutants.

b) Certified Professional. The Storm Water Control Plan shall be prepared by a certified by a registered civil engineer, and by a registered architect or landscape architect as applicable. Professionals certifying the Storm Water Control Plan shall be registered in the State of California and submit verification of training, on design of treatment measures for water quality, not more than three years prior to the signature date by an organization with storm water treatment measure design expertise (e.g., a university, American Society of Civil Engineers, American Society of Landscape Architects, American Public Works Association, or the California Water Environment Association), and verify understanding of groundwater protection principles applicable to the project site (see Provision C.3.i of Regional Water Quality Control Board Order R2 2003 0022).

c) Final Operation & Maintenance Plan. Prior to building permit final and issuance of a Certificate of Occupancy of last unit of every phase of development, the developer shall submit, for review and approval by the City, a final Storm Water BMP Operation and Maintenance Plan in accordance with City of Antioch guidelines. This O&M plan shall incorporate City comments on the draft O&M plan and any revisions resulting from changes made during construction. The O&M plan shall be incorporated into the CC&Rs for the Project.

d) Long Term Management. Prior to building permit final and issuance of a Certificate of Occupancy, the developer shall execute and record any agreements identified in the Storm Water Control Plan which pertain to the transfer of ownership and/or long-term maintenance of storm water treatment or hydrograph modification BMPs.

e) Design Details.

i. The Developer shall prevent any residential lot drainage from draining across another residential lots, private sidewalks, and driveways in a concentrated manner.

ii. The developer shall install on all catch basins "No Dumping, Drains to River" decal buttons on all curb openings of the drainage inlets.

f) Hydrology Calculations. The developer shall collect and convey all storm water entering, and/or originating from the developed site to an adequate downstream drainage facility without diversion of the watershed. Submit hydrologic and hydraulic calculations with the Improvement Plans to Engineer Department for review and approval prior to grading permit.

g) Regional Water Quality Control. Prior to issuance of the grading permit, the developer shall 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) SWPP. The developer shall submit a copy of the Storm Water Pollution Prevention Plan (SWPPP) for review to the Engineering Department prior to issuance of a building and/or grading permit. The general contractor and all subcontractors and suppliers of materials and equipment shall implement these BMP's. Construction site cleanup and control of construction debris shall also be addressed in this program. Failure to comply with the approved construction BMP may result in the issuance of correction notices, citations, or a project stop work order.

i) BMP. The developer shall Install appropriate clean water devices at all private storms drain locations immediately prior to entering the public storm drain system. The developer shall Implement Best Management Practices (BMP's) at all times during construction.

j) Erosion Control. The developer shall Include erosion control/storm water quality measures in the final grading plan that specifically address measures to prevent soil, dirt, and debris from entering the storm drain system. Such measures may include, but are not limited to, hydro seeding, gravel bags and siltation fences and are subject to review and approval of the City Engineer. If no grading plan is required, necessary erosion control/storm water quality measures shall be shown on the site plan submitted for an on-site permit, subject to review and approval of the City Engineer. The developer shall be responsible for ensuring that all contractors and subcontractors are aware of and implement such measures.

k) On-Going Maintenance.

i) The developer shall sweep or vacuum the roadway pavements 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.

ii. 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.

iii. The developer shall 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.

iv. **The developer shall 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.

Additional information regarding the project SWCP is necessary and modifications to the SWCP shown on the proposed Vesting Tentative Map may be required in order to comply with C.3 regulations.

Fire Standards

40. The Developer/ applicant shall comply with the following conditions provided by the Contra Costa County Fire Protection District in the letter dated August 25, 2020:

a. **CFD.** The applicant shall annex into the Contra Costa County Fire Protection District (CFD) to fund the incremental cost of fire protection and ambulance service delivery. The developer shall contact the Office of the Fire Chief for specific details on the annexation into the fire CFD.

b. **Site Access**. Access shall comply with Fire District requirements.
   i. Provide emergency apparatus access roadways with all-weather (paved) driving surfaces of not less than 20-feet unobstructed width, and not less than 13 feet 6 inches of vertical clearance, to within 150 feet of travel distance to all portions of the exterior walls of every building. Access shall have a minimum outside turning radius of 45 feet and must be capable of supporting the imposed fire apparatus loading of 37 tons. Access roadways shall not exceed 20% grade. Grades exceeding 16% shall be constructed of grooved concrete per the attached Fire District standard. (503) CFC

c. **No-Parking-Fire Lane**. Access roadways of less than 28-feet unobstructed width shall have signs posted or curbs painted red with the words NO PARKING – FIRE LANE clearly marked. (22500.1) CVC, (503.3) CFC
   i. Access roadways of 28 feet or greater, but less than 36-feet unobstructed width shall have NO PARKING – FIRE LANE signs posted, allowing for parking on one side only or curbs painted red with the words NO PARKING – FIRE LANE clearly marked. (22500.1) CVC, (503.3) CFC

d. **Turnarounds.** Turnarounds shall comply with Fire District Requirements.

e. **Water Supply.** The developer shall provide adequate and reliable water supply for fire protection with a minimum fire flow of 1500 GPM per fire hydrant. Required flow must be delivered from not more than 2 hydrants flowing full for a duration of 120 minutes while maintaining 20-pounds residual pressure in the main. (507.1), (8105) CFC

f. **Hydrants.** The developer shall provide hydrants of the East Bay type in compliance with Chapter 5 and Appendix D of the California Fire Code. (C103.1) CFC

g. **Improvement Plans.** The developer shall submit a minimum of two (2) copies of full size, scaled site improvement plans indicating:
   i. All existing or proposed hydrant locations
   ii. Fire apparatus access.
   iii. Size of building and type of construction
   iv. Striping and signage plan

   This is a separate submittal from the building construction plans. These plans shall be approved prior to submitting building plans for review. (501.3) CFC

h. **Emergency Apparatus**. 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
   Note: A temporary aggregate base or asphalt grindings roadway is not considered an all-weather surface for emergency apparatus access. The first lift of asphalt concrete paving shall be installed as the minimum roadway material and must be engineered to support the designated gross vehicle weight of 37 tons.

i. **Automatic Fire Sprinkler Systems.** The homes as proposed shall be protected with an approved automatic fire sprinkler system complying with the 2019 edition of NFPA 13D or Section R313.3 of the 2019 California Residential Code. Submit a minimum of two (2) sets of plans to this office for review and approval prior to installation. (903.2) CFC, (R313.3) CRC, Contra Costa County Ordinance 2019-37.

j. **Traffic Signal.** The developer shall provide traffic signal pre-emption systems (Opticom) on any new or modified traffic signals installed with this development. (21351) CVC

k. **Combustible Storage.** 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

l. **Vegetation Management.** The owner shall cut down and remove all weeds, grass, vines, or other growth that is capable of being ignited and endangering property. (304.1.2) CFC

m. **Subdivision Review.** Development on any parcel in this subdivision shall be subject to review and approval by the Fire District to ensure compliance with minimum requirements related to fire and life safety. Submit three (3) sets of plans to the Fire District prior to obtaining a building permit. (501.3) CFC

n. **Fire Prevention Program**. The owner or the owner's authorized agent shall be responsible for the development, implementation and maintenance of a written plan establishing a fire prevention program at the project site applicable throughout all phases of the construction. The plan shall be made available for review by the fire code official upon request. (Ch.33) CFC

o. **Pre fire Plan**. The fire prevention program superintendent shall develop and maintain an approved pre-fire plan in cooperation with the fire chief. The fire chief and fire code official shall be notified of changes affecting the utilization of information contained in such pre-fire plans. (Ch.33) CFC

41. **Requirement for Master map Phasing Plan.** Unless others specified in these conditions, all master map improvements shall be built continuously in one phase. If the Developer decides to phase project, then the developer shall provide a phasing plan to the Community Development and Engineering Departments for review and approval.

42. **Final Landscape Plans**. The Developer/applicant shall submit final landscape plans that identify specific plant materials to be used, including all shrubs and groundcover, providing both common and botanical names, sizes, and quantities at the time of building permit submittal. The project shall emphasize local and native species of plants in the final landscape plans.

43. **Water Efficient Landscape Ordinance**. Landscaping for the project shall be designed to comply with the applicable requirements of City of Antioch Ordinance No. 2162-C-S The State Model Water Efficient Landscape Ordinance (MWELO). The applicant shall demonstrate compliance with the applicable requirements of the MWELO in the landscape and irrigation plans submitted to the City.

44. **Common Area Landscaping.** Landscaping shall be provided on all slopes, medians, C.3 basins and open space areas shall be approved by the City Engineer and installed at the applicant's expense prior to building permit and occupancy.

45. **Rain Gutters and lot Drainage.** All residential houses shall contain rain gutters and downspouts to direct water away from the concrete foundation as approved by the City Engineer.

46. **Utility Location on Private Property**. All improvements for each lot (water meters, sewer cleanouts, etc.) shall be contained outside of the driveway and within the lot and the projection of its sidelines or as approved by the City Engineer.

47. **Trees.** One (1) fifteen-gallon tree shall be located within the front yard of each residential lot prior to the issuance of the certificate of occupancy for each lot. The type and location of the tree shall be in substantial conformance with the preliminary landscape plan submitted to the City on and dated received by Community Development.

48. Based on any active drought conditions, the City Engineer has the authority to delay some or all of the landscape Conditions of Approval until a later approval by the City Engineer but prior to occupancy approval of the last residential unit in each subdivision.

49. Project shall emphasize local and native species of plants in the final landscape plans.

50. **Water conservation measures**, including low volume toilets, flow restrictors in showers and the use of drought tolerant landscaping, shall be used in each residential house.

51. The Project shall meet or exceed Tier 1 of the CAL Green Building Code

Grading Improvements

52. **Requirement for Grading Permit.** A grading permit is required prior to commencement of any grading operations. The permit shall be obtained through the City's Building Department subject to review and approval by the City Engineer. The submitted plans shall incorporate any modifications required by the Conditions of Approval, geotechnical studies, NPDES and SWIP requirements.

53. **Soils.** Prior to the approval of the grading plan(s), the City Engineer shall determine if a soils or structural engineer, is required to review the building permit plan set submitted for this project. If deemed necessary by the City Engineer, field inspections by such professionals will be required to verify compliance with the approved plans. The developer shall pay all costs for these consulting services.

54. **Off-Site Grading.** All off-site grading is subject to the coordination and approval of the affected property owners and the City Engineer. The developer shall submit

written authorization to “access, enter, and/or grade” adjacent properties prior to issuance of permit and performing any work outside the development project property shown on the TM 9571.

55. Grading Easements. Any sale of a portion (or portions) of this project to multiple developers shall include the necessary back bone improvements, development agreement and/or grading easements to assure that project-wide grading conforms to the approved tentative map and conditions of each phase of the project.

56. Grading Operation. The grading operation shall take place at a time, and in a manner, so as not to allow erosion and sedimentation to occur into the public storm drain system. The slopes shall be landscaped and reseeded as soon as possible after the grading operation ceases and rain events. Erosion measures shall be implemented during all construction phases in accordance with an approved erosion and sedimentation control plan and implementing proper erosion control detail techniques.

57. All residential lots and public parcels shall drain to closest public street, public storm drain, or approved drainage facilities as approved by the City Engineer.

58. All grading shall be accomplished in a manner that precludes surface water draining across any residential property lines. All residential lots shall independently drain to the public street.

59. All lots shall be graded to drain positively from the rear back yard by swale or underground system to the front yard by swales or pipes located on one or both sides of the lot to the front yard, that positivity slopes to public street. Each lot or parcel drainage shall be shown on grading and/or plot plans that have engineered by professional civil engineer and reviewed and approved by the City Engineer.

60. The slopes adjacent to the house footings shall have a minimum slope of two percent (2%) slope away from the footing and slope to closest drainage swale or catch basin or as directed by the City Engineer.

61. All off-site grading outside the project property lines is subject to the review, coordination and approval of the affected adjacent private property owners and the City Engineer. The developer shall submit written authorization to “access, enter, and/or grade” adjacent properties prior to issuance of permit and performing any work. If needed, the developer may need to obtain a grading easement.

62. The grading plan for this development shall be reviewed and approved by the City Engineer. Any changes to this plan shall be reviewed and approved by City Engineer prior to grading operations and the grading and plot plan updated.

63. All elevations shown on the grading and plot plans shall be based on NAVD 88 datum with conversion information, as approved by the City Engineer.

64. Locations of building exterior walls, fences and retaining walls and drainage swales, side slopes, top and bottom of slopes, catch basins with underground pipe drainage systems, pipe out falls shall be shown on the grading and plot plans for review and approval. All the above features shall have proposed elevations shown on the grading plan and/or plot plans so the grading of each residential lot or public parcel can adequately drain to acceptable manor as approved by the City Engineer.

65. All retaining walls along public right of way lines to shall be reduced in height to the maximum extent practicable and the retaining walls shall meet maximum height requirements of line-of-sight distance triangles at lot close to intersections and at corners of roadways as required by the City Engineer.

66. 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

67. The minimum longitudinal slope of concrete gutters shall be 0.75% unless approved by the City Engineer.

68. All property lines on residential or commercial lots shall be located 1 foot from the top of slope unless approved by the City Engineer

69. The Developer shall implement Project-specific Geotechnical Recommendations Prior to issuance of any grading permits, all recommendations and specifications set forth in the project specific Geotechnical Exploration Report prepared for the proposed project shall be reflected on the project grading and foundation plans (inclusive of seismic design parameters), subject to review and approval by the City of Antioch Engineer

70. A Grading and Foundation Plan Review and Construction inspection /Monitoring program shall be completed prior to issuance of any grading permits. The developer/ project Applicant shall retain a design geotechnical engineering firm to review the final grading and foundation plans and specifications to evaluate whether recommendations have been implemented from the project-specific Geotechnical Exploration Report, and to provide additional or modified recommendations, as needed. A California Registered Geologist and/or Engineer shall perform construction monitoring to check the validity of the assumptions made in the geotechnical investigation. Earthwork operations shall be performed under the observation of a California Registered Geologist and/or Engineer to check that the site is properly prepared, the selected fill materials are satisfactory, and that placement and compaction of the fills has been performed in accordance with recommendations and the project specifications.

71. The Development of a Storm Water Pollution Prevention Plan. Prior to the issuance of grading permits, the project Applicant shall prepare and submit to the City Public Works Department and Central Valley Regional Water Quality Control Board (RWQCB), a Storm Water Pollution Prevention Plan (SWPPP) detailing measures to control soil erosion and waste discharges during construction. The SWPPP shall include an erosion control plan, a water quality monitoring plan, a hazardous materials management plan, and postconstruction Best Management Practices.

72. The Developer shall conduct Pre-Construction Hazardous Materials Surveys prior to the issuance of a demolition permit for removal of each of the existing structures on-site. The Applicant shall hire a California Registered Asbestos Abatement Contractor to inspect, and if necessary, remove all asbestos containing materials, and conduct final clearance inspections (visual) to document the completion of the action. All demolition activities shall be completed in accordance with California Code of Regulations Title 17, Division 1, Chapter 8, Article 1. All construction work where an employee may be occupationally exposed to lead containing paint, including demolition, must comply with Occupational and Safety Health Administration (OSHA) Regulation 29 Code of Federal Regulations 1926.62, and California Occupational and Safety Health Administration (Cal/OSHA) Title 8 California Code of Regulations 1523.1.

73. Proper Well Abandonment of Well No. 1 is required in accordance with current California Department Division of Oil, Gas, and Geothermal Resources (DOGGR) regulations to address past oil and gas exploration and production activities. Prior to final map approval, the Applicant shall submit to the City of Antioch Engineering Department, for review and approval, plans which show that future inhabited structures will not be located over the two abandoned oil/gas wells. The plans shall be completed in compliance with the DOGGR Construction Site Review Program, which includes guidelines and recommendations for setbacks and mitigation measures for venting systems.

74. Removal of all Hazardous Material Containers prior to site grading. the Applicant shall cause all noted potentially hazardous material containers and tanks to be removed from the project area.

75. Petroleum Pipeline Abandonment/Removal Prior to commencement of residential construction. The Developer/Applicant shall ensure that all petroleum pipelines within the areas of the project site planned for development shall be abandoned and/or removed in accordance with applicable federal, state, and/or local standards to the satisfaction of the Contra Costa Environmental Health Department and the City Engineer. If any indicators of apparent soil contamination (soil staining, odors, debris fill material, etc.) are found at the project site associated with the petroleum pipelines, the impacted area shall be isolated from surrounding, nonimpacted areas. The project environmental professional shall obtain samples of the potentially impacted

soil for analysis of the contaminants of concern and comparison with applicable regulatory residential screening levels (i.e., Environmental Screening Levels, California Human Health Screening Levels, Regional Screening Levels, etc.). Where the soil contaminant concentrations exceed the applicable regulatory residential screening levels, the impacted soil shall be excavated and disposed of off-site at a licensed landfill facility to the satisfaction of the Contra Costa Environmental Health Department. If soil contaminants do not exceed the applicable regulatory residential screening levels, further action is not required.

76. Sewer System Requirements. The developer shall construct a sanitary sewer system for the project shall be in compliance with City of Antioch standard plans and to the satisfaction of the City Engineer prior to issuance of a building permit of any residential lots that it will serve.

77. Demolition Permit. A site demolition and grading permit will not be issued until all the required Storm Water and environmental permits have been issued and the site has completed all the required environmental inspections have occurred. All demolition shall be in accordance with permits issued by the City and Bay Area Air Quality Management District (BAAQMD).

78. Encroachment Permit. The applicant shall obtain a separate encroachment permit from the City of Antioch Engineering Department before commencing any construction activities within the public right of way.

79. Collection of Construction Debris. The developer shall deposit all construction debris into a Waste Management dumpster or other approved container that is emptied or removed from the project site on a regular basis consistent with the City Construction and Demolition Debris Ordinance. When appropriate, use tarps on the ground to collect fallen debris or splatters that could contribute to stormwater and soil pollution.

80. Construction Hours. Hours of construction activities shall be confined to hours defined in the Antioch Municipal Code. Construction activity is limited to 8:00 AM to 5:00 PM Monday-Friday or as approved in writing by the City Manager. Requests for alternative construction hours shall be submitted in writing to the City Engineer 5 working days in advance. Such times are usually restricted to the hours of 8:00 a.m. to 6:00 p.m. on weekdays and on weekends.

81. Demolition, Debris, Recycling. The project shall be in compliance with and supply all the necessary documentation for Antioch Municipal Code § 6-3.2: Construction and Demolition Debris Recycling.

82. The developer shall use proper (Standard) dust control means and methods be used to stabilize wind erosion and dust generated by construction activities. The developer shall post contact numbers of the developer site supervisor, City inspection staff, and

the air quality control board for the general public to be able to contact if they wish to complain.

83. The construction area shall be kept clean of all times of debris, (boxes, junk, garbage, etc.) and/or extensive stockpiles of earthwork and materials at all times.

84. Dallas Ranch Road at the Dallas Ranch 7 subdivision shall continue to be barricaded until the extension to Dallas Ranch Road is constructed with phase 2 and issuance of the 1st certificate of occupancy of phase 2. No construction access shall be allowed on this section of Sand Creek Road during construction of this subdivision's improvements unless otherwise approved in writing by the City Engineer.

85. Filter Materials at Storm Drain Inlet. Install filter materials (such as sandbags, filter fabric, etc.) at the storm drain inlet nearest the downstream side of the project site prior to:

a. start of the rainy season (October 1).
b. site dewatering activities.
c. street washing activities.
d. saw cutting asphalt or concrete; and
e. order to retain any debris or dirt flowing into the city storm drain system.
f. Filter materials shall be maintained and/or replaced as necessary to ensure effectiveness and prevent street flooding. Dispose of filter particles in the trash.

86. Archeological Remains. In the event subsurface archeological remains area discovered during any construction or preconstruction activities on the site, all land alteration work within 100 feet of the find shall be halted, the Community Development Department notified, and a professional archeologist, certified by the Society of California Archeology and/or the Society of Professional Archeology, shall be notified. Site work in this area shall not occur until the archeologist has had an opportunity to evaluate the significance of the find and to outline appropriate mitigation measures, if deemed necessary. If prehistoric archeological deposits are discovered during development of the site, local Native American organizations shall be consulted and involved in making resource management decisions.

87. Erosion Control Measures. The grading operation shall take place at a time, and in a manner, so as not to allow erosion and sedimentation into neighboring private parcels or existing streams. 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.

88. Dust Control. Standard dust control methods and designs shall be used to stabilize the dust generated by construction activities. The developer shall post signage with a contact number of the developer, City staff, and the air quality control board.

Final Map

89. Removal of Vacated Easements. All easements of record that are no longer required and that will affect individual residential lots or parcels within this project shall be removed prior to or concurrently with the recordation of the final map or subsequent final maps or separate recorded documents as approved by City Engineer.

90. Required Easements. All required easements or rights-of-way for improvements shall be secured by the developer at no cost to the City of Antioch. Advance permission shall be obtained from any property or, if required from easement holders, for any work done within such property or easements.

91. Postal Service. Provisions for mail delivery and locations of mailbox facilities shall be reviewed by the USPS and approved by the City Engineer prior to the approval of each final map.

Prior to Issuance of Occupancy Permit

92. Planning Inspection. Planning staff shall conduct a site visit to review exterior building elevations for architectural consistency with the approved plans and landscape installation (if required).

93. Debris Removal. All mud, dirt or construction debris shall be removed from the construction site prior to the scheduling the final Planning inspection of the residential lots or parcels. No materials shall be discharged onto a sidewalk, street, gutter, storm drain or creek.

94. Fire Prevention. A final Fire inspection shall occur to inspect all fire prevention systems constructed as part of the project. Inspections shall occur prior to final occupancy permit issuance.

95. Damage to Street Improvements. Any damage to existing street improvements during construction or damage to adjacent private property, shall be repaired to the satisfaction of the City Engineer at the full expense of the applicant. This shall include sidewalk repair, slurry seal, street repairs and reconstruction or others, as may be required by the City Engineer.

96. Right-of-Way Construction Standards. All improvements within the public right-of-way, including curb, gutter, sidewalks, driveways, paving and utilities, shall be constructed in accordance with approved standards and/or plans and shall comply with the standard plans and specification of the City Engineer.

Homeowners Association and CCRS

97. The developer shall establish a Homeowner's Association (HOA) for this project in conformance with the regulations set forth by the California Department of Real Estate. The HOA shall be responsible for maintaining:

- All HOA owned park parcels, including structures, walls, and landscaping and other facilities within (Parcels DD, FF, GG, II, JJ, KK, LL MM) parcel as shown the tentative Map.

- The City shall be reimbursed for maintenance of landscape, roadway (including striping and signing), concrete (including sidewalk, curb, gutter, and curb ramps), storm drain facilities, street lighting, and all other HOA facilities and amenities are not maintained by the HOA to a not acceptable City level.

98. Subject to approval by the state, the Codes, Covenants and Restrictions (CC&Rs) for the subdivision shall include a provision indicating that the City of Antioch is named as a third-party beneficiary with the right, but not the obligation, to enforce the provisions of the CC&Rs relating to the maintenance and repair of the property and improvements, including but not limited to landscaping, streets, curbs, gutters, street lights, parking, open space, storm water facilities and the prohibition of nuisances. The City shall have the same rights and remedies as the Association, Manager or Owners are afforded under the CC&Rs, including but not limited to rights of entry. This right of enforcement is in addition to all other legal and equitable remedies available to the City, including the right to refuse to issue building permits for any building or structure that is not in compliance with applicable federal, state, or local laws, regulations, permits or approvals. Neither action nor inaction by the City shall constitute a waiver or relinquishment of any rights or remedies. In addition, the CC&Rs shall include a provision that any design approvals required by the CC&RS for construction, reconstruction and remodeling are in addition to any approvals needed from the City as well. Further, the CC&Rs cannot be terminated or amended materially without the prior written consent of the Community Development Director and the City Attorney of the City of Antioch. Material changes are those that would change the fundamental purpose of the development including but not limited to:

- City approvals of uses or external modifications.

- Property ownership or maintenance obligations including, but not limited to, common areas, open space, slopes, storm water basins and landscaping areas.

- The CC&Rs for this project shall be reviewed and approved by the City Attorney and the Community Development Director prior to the issuance of the 1st building permit.

99. All property within phase 2 shall annex into or establish and participate in a (CFD) community facility district and accept the level of annual assessments sufficient to maintain the following:

- All streetlights within the development.
- Landscaping along western street frontage of Deer Valley Road and landscaping within all traffic circles.
- Landscaping along both sides of Sand Creek Road and within the adjacent dedicated landscape parcels
- Landscaping installed along both sides of streets Sand Creek Road, B and C frontage and within the adjacent dedicated landscape parcels.
- Landscaping and improvements in park parcels BB, EE and NN.

Site and Project Design

100. The developer shall install approved mailbox facility for mail delivery of the future residential lots at locations reviewed by the USPS and the City Engineer prior to the approval of each final map and improvement plans. These mailbox facilities shall be installed with the construction of residential units within each phase of the subdivision.

101. All proposed improvements shall be constructed to City standards or as otherwise approved by the City Engineer in writing.

102. All public streets shall intersect at approximately 90 degrees and meet the requirements of Caltrans Highway Design Manual for Intersection Design Standards (Topic 405), and CAMUTCD manual as approved by the City Engineer.

103. All driveways shall be perpendicular or radial to the street centerline, or as otherwise approved by the City Engineer in writing.

104. Maximum driveway slope shall be 12% or as otherwise approved by the City Engineer in writing.

105. Driveways shall not be installed within five feet (5') from the curb return of any street.

106. Curb ramps shall meet the latest version of Caltrans ADA curb ramp standards.

107. All driveways shall be a minimum of 12 feet wide.

108. All lot sidelines shall be perpendicular or radial to the fronting street centerline, or as otherwise approved by the City Engineer in writing.

109. Monolithic sidewalks with beveled curb shall be six inches (6") thick and reinforced as approved by the City Engineer. Sidewalks at driveway approaches shall be ADA complaint. Minimum sidewalks widths shall be as follows:

- Adjacent to beveled curb, 4 feet excluding curb (bevel curb to be 12" deep by 3" high with ½" lip and 18" gutter).
- Adjacent to vertical curb, 4.5 feet excluding curb.

110. At all intersections, street corners and driveways, sight distance triangles shall be maintained per Antioch Municipal Code § 9-5.1101 Site Obstructions at Intersections, or as approved by the City Engineer

111. A minimum of a twenty-foot (20') tangent shall extend beyond the return at intersections at public streets for the maintenance of adequate sight distance, or as approved by the City Engineer in writing.

112. All lot sidelines shall be perpendicular or radial to the fronting street centerline at public streets for a minimum distance of 20 feet, or as otherwise approved by the City Engineer in writing.

113. In cases where a fence is to be built in conjunction with a retaining wall, and the wall face is exposed to a side street, the fence shall be setback a minimum of three feet (3') behind the retaining wall per Antioch Municipal Code § 9-5.1603, or as otherwise approved by the City Engineer in writing

114. The street names in the development shall be submitted to the city planning and fire department for review prior to approval of the subdivision improvement plans and final review of the final map. Changes to the street names shown on the Tentative Map shall require Planning Commission review and approval.

115. The developer shall provide a "checklist" of universal design accessibility features to home buyers as required by Health and Safety Code § 17959.6.

116. All improvements for each lot (water meters, sewer cleanouts, etc.) shall be contained outside of the driveway and within the lot and the projection of its sidelines, or as approved by the City Engineer.

117. The developer shall install streetlights within the project area at no cost to the City. Streetlights will be owned by the city and maintained as part of the LLD.

118. One (1) on-street parking space per lot shall be located within close proximity to the unit served, as shown on the vesting tentative map prepared April 28, 2023, that is stamped received by the Planning Division, or as otherwise approved by the City Engineer in writing.

119. All fencing adjacent to open space (trails and basins) shall be wrought iron, tubular steel, or as otherwise approved by the City Engineer in writing at the time of improvement plan approval and shall be located at the top of slope.

120. All two-car garages shall be a minimum of twenty feet by twenty feet (20' x 20') clear inside dimensions.

121. The developer and the HOA, once the CC&Rs are operative, shall maintain all undeveloped areas within this subdivision in an attractive manner, which shall also ensure fire safety.

122. All park and trail signage shall be installed and comply with the latest version of the City's Way Finding Program

- The open space trail(s) and park(s) and associated improvements shall be constructed and completed by the developer prior to the issuance of the:

a. (for Park Parcel BB) – building permit of adjacent lots 28 or 53 or one (1) year from the issuance of the 1st building permit with lots 1-79, whichever shall occur first for those lots 1-79.
b. (for Park Parcel EE) and connective section(s) of Linear Park CC) – building permit for adjacent lots 65 and 74 building permit or one (1) year from the issuance of the 1st building permit in lots 1-79, whichever shall occur first for those lots north of B street.
c. (for Park Parcel NN and Trails) building permit for adjacent lots 75-79, and lots 80-93 or two (2) years from the issuance of the 1st building permit, whichever shall occur first (all lots inclusive)
d. (for open space Parcels PP, and OO) the 200th building permit or two (2) years from the issuance of the 1st building permit, whichever shall occur first.
e. (for remainder of Linear Park) 100th building permit or two (2) years from the issuance of the 1st building permit, whichever shall occur first.

Model Homes

123. If developer requests model homes or sales trailer, prior to the placement of any sales trailers, plans shall be submitted to the Engineering Department for review and approval. Any trailer shall be placed out of the public right-of-way and shall have its own parking lot.

124. The model home complex parking lot location and design shall be subject to the City Engineer's approval. Erosion control and Stormwater runoff treatment/retention shall be required.

125. The model home landscaping shall be drought tolerant native species, with total area of spray irrigation for the complex not to exceed 50 percent of the landscaping area.

Project Specific Conditions

126. This approval applies to the vesting tentative map 9667. All landscape plans, architectural elevations, utility plans, grading plans, storm water control plan,

improvement plans, and other design drawings shall be provided to the City of Antioch for review and approval prior to construction of any residential lots and grading permit or utility construction permit.

127. Unless otherwise specified on these conditions of approval, The master map TM 9667 back bone improvements shall be constructed continuously in one phase. If the developer decides that the project needs to be phased, the developer shall provide a phasing plan to the Community Development and Engineering Departments for review and approval prior to commencing with construction.

128. The developer shall comply with all requirements of the California Department of Conservation Geologic Energy Management Division regarding the oil wells on the property.

129. To ensure that present and future property owners are aware of (a) the existence of all wells located on the property, and (b) potentially significant issues associated with any improvements near oil or gas wells, information regarding the wells and any other pertinent information shall be communicated to the appropriate county recorder with the recordation of the final map for inclusion in the title information of the subject real property, or on the adjacent lot if the well is in the right-of-way, by the developer. Copies of the recorded documents shall be provided to the Community Development Department

130. Any soil containing hydrocarbons shall be disposed of in accordance with local, state, and federal laws. The developer shall notify the appropriate authorities if soil containing significant amounts of hydrocarbons is discovered during development.

131. All architectural plans of the residential homes shall have the design treatments of the front elevations wrapped to the sides of the house or to fence line of lot at a minimum.

132. All residential houses shall install rain gutters with downspouts, to control the quantity of runoff surface water located adjacent to their foundations. All down spouts shall be collected into an underground conduit and discharged to the closest city curb as approved by the City Engineer. The design and location of these gutters and downspouts shall be constructed with the grading of residential lot that they are to drain, as approved by staff.

133. The front setbacks shall be varied, to the extent possible.

Backbone Transportation Roadways

134. **All Private Interior residential streets** of AA,BB,CC,DD,EE,V,X,Z , court DD and court V shall have a right-of-way width of 56', and the street constructed with a width of 36' from face-of-curb to face-of curb, with 2- 8' wide parking lanes, 2-10 wide travel

lanes, 2- 5' wide concrete sidewalks , one on both sides of streets per sections shown on the approved Tentative map. The pavement section shall be a minimum traffic index (TI) of 6, and a minimum pavement thickness of 4" AC over 12" Class II AB.

135. **B Street.** The Developer shall construct Street B', from C street to Sand Creek Road shall have a right-of-way width of 56', constructed with a street pavement width of 36' from face-of-curb to face-of curb with 2- 6'wide bike lanes, 2 -12 travel lanes, 2- 5' wide separated concrete sidewalk on both sides of the street per sections shown on the approved Tentative map. The Structural section shall have a minimum traffic index (TI) of 7, and a minimum pavement thickness of 6" AC over 14" Class II AB.

136. **Sand Creek Road** (112' R/W) cross section: Sand Creek Road from the west side of lot one of Phase 1 to Dallas Ranch road located northwest of project shall have a dedicated right-of-way width of 112', a constructed street pavement width of 80 feet from F/C to F/C, with a 16 ' wide landscaped median, an 8' wide bike lanes, 2- 12' wide travel lanes and 6' wide separated concrete sidewalks and 10' parkway on both sides of the street per sections shown on the approved Tentative map. Structural section shall be a minimum traffic index (TI) of 9, and a minimum pavement thickness of 6" AC over 14" Class II AB. This sand creek road shall be constructed as part of the backbone improvements of the phase 2 development with construction with the first residential unit.

137. **Developer shall submit a Signing and Striping Plans** using the latest version of the Caltrans Standard Plans Pavement Markers and Traffic Lines Typical Details as depicted in the A20 and A24 series of plan sheets and the latest version of the California MUTCD's standards. Accessible parking design shall be compliant with the latest version of Caltrans Standard Plans A90 series of plan sheets. Lane widths to be finalized through Signing and Striping Plans subject to approval by the City Engineer submitted prior building permit and constructed prior to the first occupancy.

138. The Developer shall submit an on-site, street light Photometric Analysis Plan of the placement of streetlights 180 to 200 feet spacing per St-18 city standard plans in the corridor that include the photometric calculations for average, minimum, maximum, and uniformity illuminance values for the street to the satisfaction of the City Engineer. The design shall be completed prior to building permit and constructed prior to occupancy of the first residential unit.

139. **Intersection Improvements:**

- **Sand Creek and B Street** – The Developer shall complete the second 2 lane roundabout of intersection of 'B' Street and Sand Creek Road including concrete sidewalks, signage and striping, curb returns, ADA ramps, cross walks, bike lanes, bike ramps in accordance with City Standards. The intersection geometrics shall match the proposed width and lane geometrics for sand creek road to the satisfaction of the City Engineer prior to building permit of the first subdivision in phase 2. It also

includes the installation of an overhead lighted road sign and streetlights on the street. The developer shall design and construct a proposed 2 lane roundabout to the latest CAMUTCD and Caltrans Standards, NCHRP guide for roundabouts (for multi-lane traffic circles) and meet the latest fire truck and commercial truck turning radius geometrics. All right of way and improvements at the proposed locations shall be to City standards and installed in their final location including all exiting transitions for eastbound and westbound directions in the improvement plan submittal. The developer shall prepare a preliminary layout of realignment of the Sand Creek Roadway and the geometrics of the new round about. The Developer shall also provide a traffic operational analysis of the new traffic circle at San Creek Road and B street and submit this analysis for review and approval by the City Traffic Engineer and City Engineer. The design shall be completed prior to building permit of the first subdivision and constructed prior to occupancy of the first building in first subdivision.

- **Other improvements will consist of:**

- With the construction of street B and phase 2A, future Lots 1-79, provide utility stub outs for future extension of utilities to the residential street Z as shown on TM 9667 utility stub-outs of 8"W, 8" SS,18" SD", Electric box, CATV box, Internet box from street B into street Z street at least 5-10' from the edge of pavement' shall be installed.
- With the construction of street B, phase 2B, lots 80 to 115, construct Utility stub outs of 8" W, 18" SD, 8" SS at the intersection of Streets B and CC, a minimum of 5' from edge of pavement shall be installed.
- With the construction of street B, phase 2C, lots 116 to 213, construct Utility stub outs of 16" W, 18" SD, 8" SS at the intersection of Streets B and CC, and Z street to street AA, a minimum of 5' from edge of pavement shall be installed.
- With the construction the intersection of Sand Creek Road and Street B, to future street to phase 3, construct utility stub-outs of 16" W, 18" SD", Electric box, CATV box, Internet box from street B into future street at least 5-10' from the edge of pavement shall be installed.

140. The developer may form an area wide benefit district to receive payment of fair contribution from other developers for tapping into or connecting into various utilities systems (Sewer, Water and Drainage) constructed and paid for by this development. The formation of such benefit district shall be prepared under the City requirements for the formation benefit districts and shall be reviewed and approved by the City Engineer and formation approved by City Council prior occupancy of 213th building permit. The formation and execution of the benefit district shall be for 10 years and shall be paid for by the developer if he chooses to be reimbursed partly for his cost's installation of his main line's utility lines and various other back bone utility improvements and street infrastructure constructed with this development.

141. This developer will be subject to the payment of a fair share contribution of construction costs for installation of a downstream oversized sewer trunk line constructed by other developers for the installation of public sewer main line through

the subdivisions 9489, 9249, and in the extension Sand Creek Road and Heidorn Ranch Road. This fair share cost for oversized sewer line is per agreement with the City and Aviano development for construction of sewer line through their development. The developers fair-share costs will be determined by the city engineer prior to 1st building permit of the subdivision and will be added costs sewer connection fees.

142. A construction traffic control plan shall be submitted for approval with the improvement plans for approval by the city. All Street improvements for access to the first phase of building permits shall be fully improved prior to the first building permit along street alignments agreed to in writing by the City Engineer.

143. Prior to the issuance of the 213th building permit or one (1) year from the issuance of the 1st building permit, whichever shall occur first, landscaping shall be installed along the frontage of Sand Creek Road on both sides of the street.

144. Trail system pathways shall be a 14' feet wide natural looking DG pavement as shown on the tentative map. The pavement shall be path pavement shall be 5" of concrete with 6" class 2 AB.

145. The sound wall shall use materials and colors that complement the neighborhood. The sound wall shall feature decorative columns or pilasters at regular intervals to provide relief. These changes shall be shown on the building permit submittal for review and approval by the Community Development Department.

146. The developer shall pay park in lieu fees in accordance with City and park and recreation district requirements and paid prior to building permit.

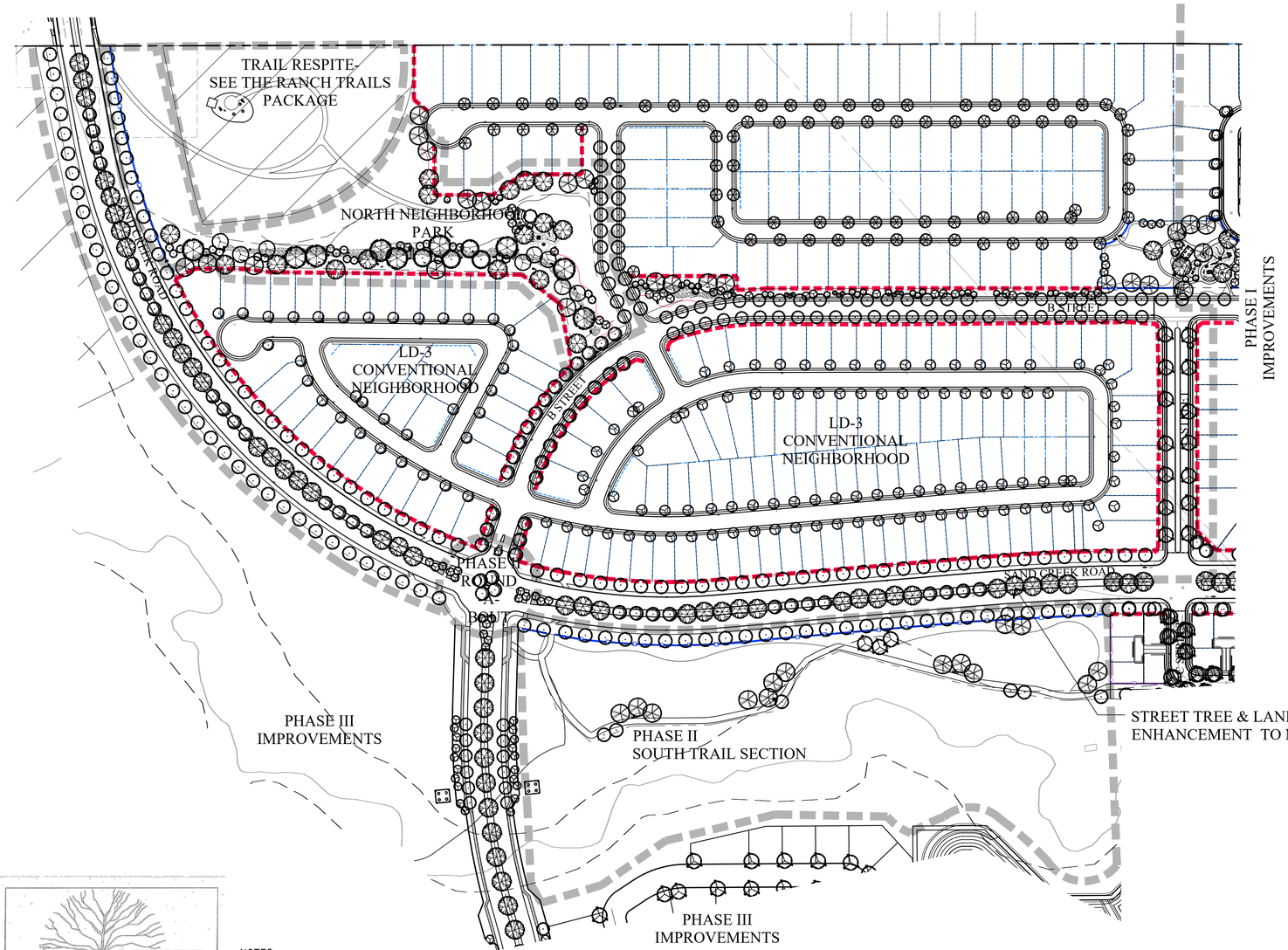
147. All final park designs shall be reviewed and approved by the Parks and Recreation Commission prior to the issuance of a building permit for the park.

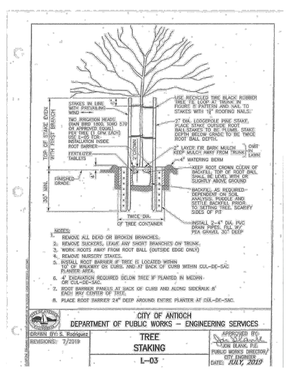
148. Bus Turnouts shall be constructed as shown in the Tentative map at the intersection of second intersection of Sand Creek Road and 'B' Street.

149. On all private lanes/streets/drives, the developer shall post CAMUTD R26 "no parking signs" every 300 feet that will be enforced by the subdivision HOA(s).

150. The Developer shall provide access restrictions to residential lots from adjacent public streets that do not front the residential lot shall be shown on the final map on those lots along Sand Creek Road, 'B' Street, and 'C' Street, respectively and along all park parcels.

EXHIBIT C





NOTES:

1. ALL TREES SHALL BE PLANTED AND STAKED PER CITY STANDARDS.
2. TREES BE PLANTED WITHIN 3' OF HARDSCAPE ELEMENTS, SHALL HAVE A LINEAR ROOT BARRIER INSTALLED ADJACENT TO THE HARDSCAPE ELEMENT AT TIME OF TREE PLANTING.
3. LANDSCAPE AND IRRIGATION SHALL COMPLY WITH CITY'S CURRENT WATER-EFFICIENT LANDSCAPE ORDINANCE.
4. ALL PLANTING AREAS SHALL BE AUTOMATICALLY IRRIGATED PER CITY STANDARDS. USING LOW-FLOW SPRAY, BUBBLERS OR DRIP METHODS.
5. ALL PLANTING AREAS SHALL BE MULCHED TO A MINIMUM DEPTH OF 3".

PRELIMINARY PROPOSED TREE PALETTE

BOTANICAL NAME	COMMON NAME	SIZE	WIDTH / HEIGHT	WATER USE
SAND CREEK ROAD TREES				
ACER RUBRUM 'OCTOBER GLORY'	RED MAPLE	24" BOX	25'/40'	MOD
GINKGO BILOBA 'FASTIGIATA'	MAIDENHAIR TREE	24" BOX	15'/50'	MOD
PISTACIA CHINENSIS	CHINESE PISTACHE	24" BOX	30'/30'	MOD
ULMUS PARVIFOLIA 'DYNASTY'	CHINESE ELM	24" BOX	40'/35'	MOD
QUERCUS LOBATA	VALLEY OAK	24" BOX	50'/50'	LOW
NEIGHBORHOOD STREET TREES				
ACER RUBRUM 'OCTOBER GLORY'	RED MAPLE	24" BOX	25'/40'	MOD
CELTIS SINENSIS	CHINESE HACKBERRY	24" BOX	40'/40'	MOD
FRAXINUS OXYCARPA 'RAYWOOD'	RAYWOOD ASH	24" BOX	30'/50'	MOD
MAGNOLIA 'LITTLE GEM'	LITTLE GEM MAGNOLIA	24" BOX	15'/25'	MOD
MAYTENUS BOARIA	MAYTEN	24" BOX	30'/50'	MOD
PYRUS CALLERYANA 'BRADFORD'	BRADFORD PEAR	24" BOX	35'/50'	MOD
PYRUS KAWAKAMII	EVERGREEN PEAR	24" BOX	30'/30'	MOD
ULMUS PARVIFOLIA 'DYNASTY'	CHINESE ELM	24" BOX	40'/35'	MOD
'ARROYO', BIO-RETENTION BASINS, OPEN AREA & PARK PARCEL TREES				
CERCIS OCCIDENTALIS	WESTERN REDBUD	24" BOX	18'/18'	LOW
GINKGO BILOBA 'FASTIGIATA'	MAIDENHAIR TREE	24" BOX	15' /50'	MOD
LAURUS N. 'SARATOGA'	SARATOGA LAUREL	24" BOX	25' / 25'	LOW
PLATANUS A. BLOODGOOD'	LONDON PLANE TREE	24" BOX	30' /60'	MOD
QUERCUS AGRIFOLIA	COAST LIVE OAK	24" BOX	50'/50'	LOW
TRISTANIA LAURINA ELEGANT'	ELEGANT WATER GUM	24" BOX	35'/45'	MOD

FENCE LEGEND

SYMBOL	FENCE TYPE
	6'-0" PRECAST MASONRY SOUNDWALL
	3'-0" FENCE W/ WOOD POST AND RAIL
	4'-0" VINYL CLAD CHAIN-LINK FENCE
	6'-0" HIGH WOOD FENCE
	6'-0" ENHANCED HIGH WOOD FENCE
	6'-0" OPEN WIRE WOOD VIEW FENCE W/ VINES
	6'-0" TUBULAR STEEL VIEW FENCE W/ VINES

CONCEPTUAL LANDSCAPE STATEMENT

REGIONAL AND MICRO-CLIMATE CONDITIONS, SOLAR ORIENTATION AND SOIL CONDITIONS WILL BE TAKEN INTO ACCOUNT WITH REGARDS TO PLANT SELECTION AND PLACEMENT. THE PLANT PALETTE PROVIDES MANY PLANTS WITH VARYING GROWTH HABITS, PREFERENCES AND TOLERANCES, SO SELECTION OF JUST THE RIGHT PLANT SHOULD NOT BE DIFFICULT. A HIGH PERCENTAGE OF PLANTS SELECTED WILL BE DROUGHT TOLERANT AND APPROPRIATE FOR THE CLIMATE. THIS PALETTE, ALONG WITH A DRIP IRRIGATION SYSTEM WILL CONSERVE WATER WITHIN THE PROJECT.

BY SPECIFYING PLANTS WHICH REQUIRE LITTLE TO NO PRUNING, THE GREEN WASTE WILL BE REDUCED. PLANTS SELECTED WILL COMPLEMENT THE ARCHITECTURE.

ENTRYWAYS AND PICTURE WINDOWS WILL BE FRAMED BY SPECIMEN SHRUBS AND NODES WILL HAVE ACCENT PLANTINGS. PLANT SPECIES WHICH ENHANCE THE ARCHITECTURAL ELEVATIONS SHALL BE USED. A DIVERSE USE OF PLANT SPECIES WILL DISPLAY VARIOUS TEXTURES, FORMS, FOLIAGE COLOR, AND FLOWERS; WILL CREATE A BEAUTIFUL LANDSCAPE TO CONTRIBUTE AESTHETICALLY TO THE SURROUNDING NEIGHBORHOODS.

THE TREES HAVE BEEN SELECTED TO HAVE NON-INVASIVE ROOT SYSTEMS, AND PLACED WITH ADEQUATE SETBACKS TO ENSURE NO CONFLICT WITH UTILITIES AND HARDSCAPE, OR CONFLICT WITH ANY SITE LINE DISTANCES. ROOT BARRIERS WILL BE INSTALLED ON ALL TREES NEAR PAVING AND UTILITIES. WHERE FEASIBLE, TREES HAVE BEEN PLACED TO MITIGATE SOLID BUILDING SURFACES AND FENCES. TALLER SHRUBS WILL ALSO BE LOCATED AT SOLID BUILDING SURFACES AND FENCES, WHILE LOWER SHRUBS WILL BE LOCATED WHERE GROUND LEVEL WINDOWS AND ARCHITECTURAL FEATURES OCCUR, AND AT CORNERS TO MAINTAIN SITE LINE DISTANCES.

THE PROJECT FEATURES A COMMON OPEN SPACE, PARK AREAS, WATER QUALITY RENTENTION PONDS AND PEDESTRIAN/BIKE CIRCULATION THAT PROVIDE OPPORTUNITIES FOR ADULTS AND CHILDREN TO TRAVERSE THROUGHOUT THE COMMUNITY. PLAY EQUIPMENT AND SEATING PROVIDE A FAMILY FRIENDLY SPACE THAT ALLOWS ITS USERS TO ENJOY THE OUTDOORS. THE TRAIL SYSTEM LINKS THE OPEN SPACES TOGETHER THROUGHOUT THE COMMUNITY. THE WATER QUALITY RETENTION PONDS PROVIDE A NATURAL HABITAT OPEN SPACE AND OUTDOOR RECREATION.

THE IRRIGATION SYSTEM WILL USE WEATHER-BASED CONTROLLERS TO CONSERVE THE USE OF WATER. SPRAY IRRIGATION WILL ONLY OCCUR AT TURF AREAS, AND SPRAY HEADS WITH LOW PRECIPITATION RATES WILL BE USED TO MINIMIZE RUNOFF, EROSION AND OVERSPRAY. THE BALANCE OF THE PLANTING AREAS WILL BE IRRIGATED USING DRIP IRRIGATION METHODS. THE TREES WILL BE ON SEPARATE VALVES AND WILL BE IRRIGATED WITH BUBBLERS. SHRUBS WILL BE HYDROZONED ACCORDING TO THEIR WATER REQUIREMENTS AND MICROCLIMATES.

N

GRAPHIC SCALE

0 150 300 450

(IN FEET)
1 inch = 150 ft.

RIPLEY DESIGN GROUP
LANDSCAPE ARCHITECTURE
LAND PLANNING
1615 BONANZA STREET
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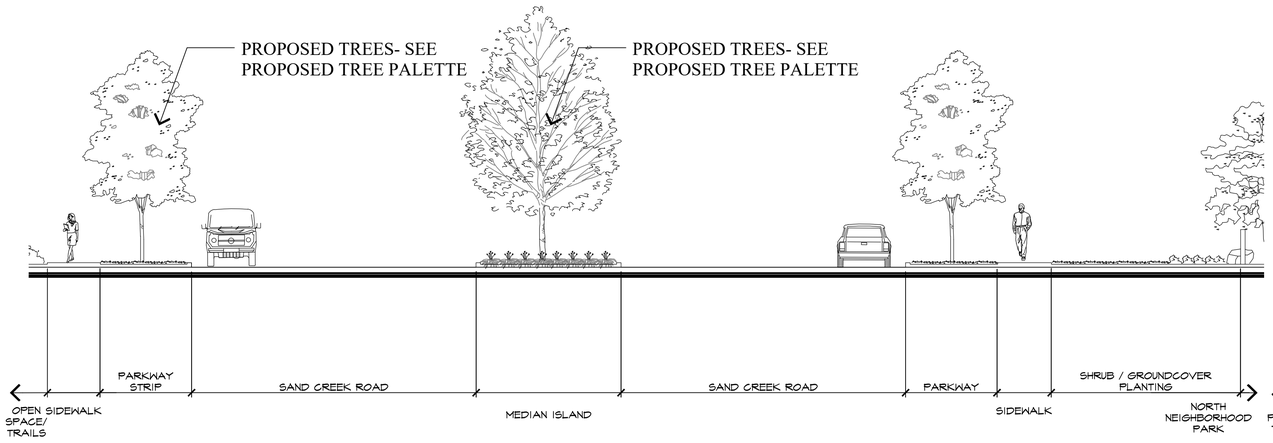
RICHLAND PLANNED
COMMUNITIES, INC.
601 UNIVERSITY AVENUE, SUITE 125
SACRAMENTO, CA 95825

DECEMBER 1, 2023

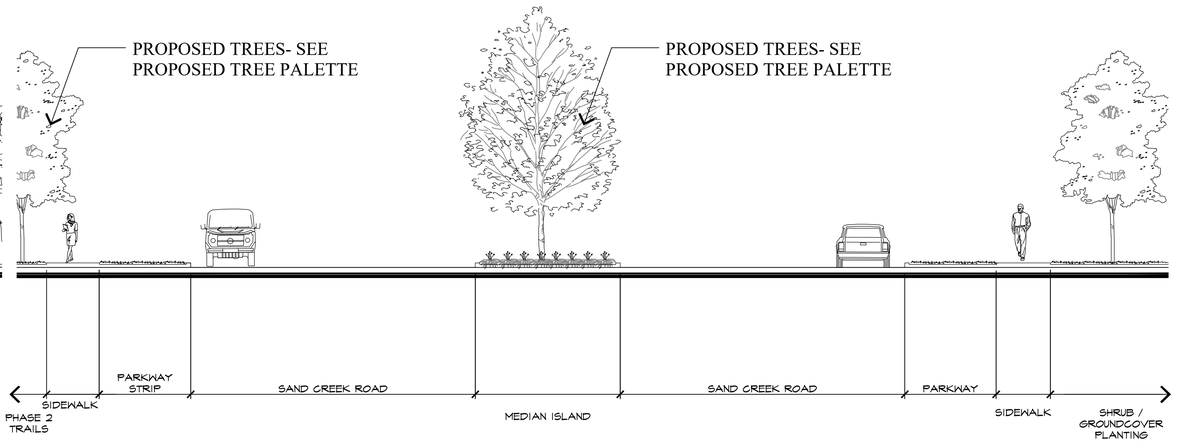
THE RANCH · PHASE II
Antioch, CA

Preliminary Landscape
Site Plan

A43
L1



SAND CREEK ROAD PLAN - BETWEEN DALLAS RANCH ROAD & STREET B



SAND CREEK ROAD PLAN - BETWEEN STREET B & STREET C

PRELIMINARY PROPOSED TREE PALETTE

BOTANICAL NAME	COMMON NAME	SIZE	WIDTH / HEIGHT	WATER USE
SAND CREEK ROAD TREES				
ACER RUBRUM 'OCTOBER GLORY'	RED MAPLE	24" BOX	25'/40'	MOD
GINKGO BILOBA 'FASTIGIATA'	MAIDENHAIR TREE	24" BOX	15'/50'	MOD
PISTACIA CHINENSIS	CHINESE PISTACHE	24" BOX	30'/30'	MOD
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QUERCUS LOBATA	VALLEY OAK	24" BOX	50'/50'	LOW
NEIGHBORHOOD STREET TREES				
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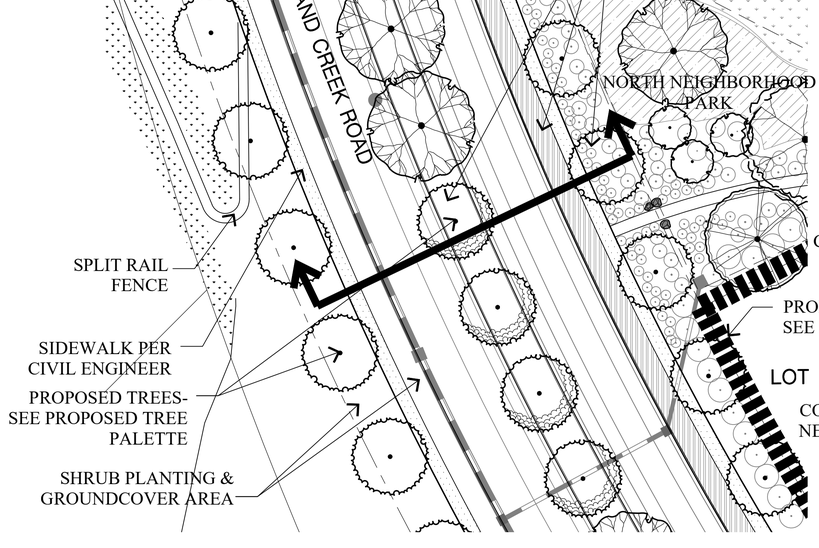
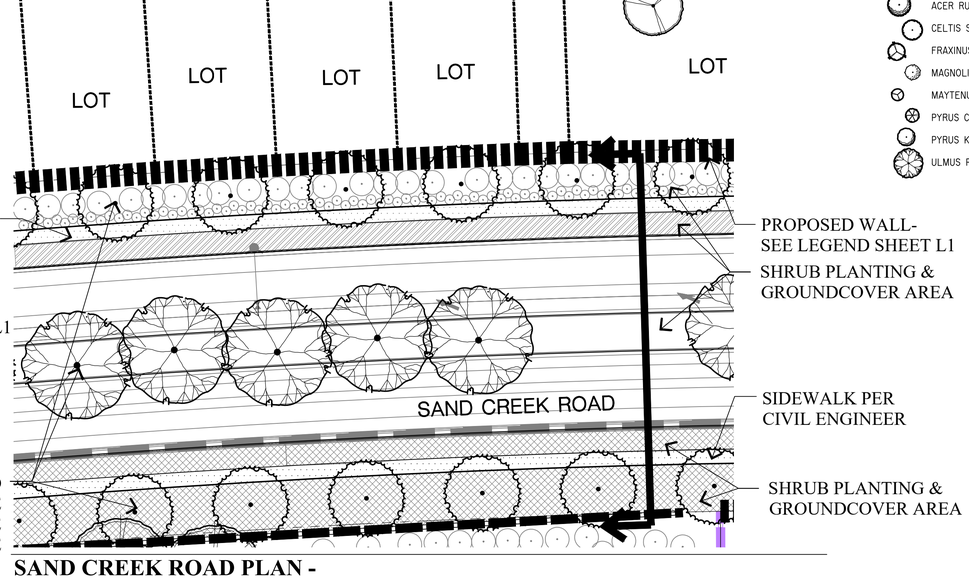


SAND CREEK ROAD PLAN - BETWEEN DALLAS RANCH ROAD & STREET B



SAND CREEK ROAD PLAN - BETWEEN STREET B & STREET C

GRAPHIC SCALE

0 30 60 90

(IN FEET)
1 inch = 30 ft.

KEYMAP N.T.S

RIPLEY DESIGN GROUP
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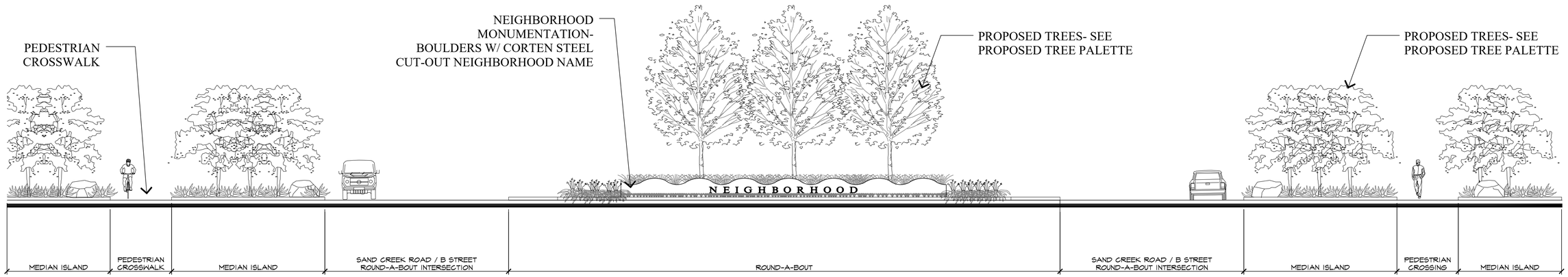
SACRAMENTO, CA 95825

DECEMBER 1, 2023

THE RANCH · PHASE II
Antioch, CA

Preliminary Landscape Typical Sand Creek Road Sections

A44
L1 B



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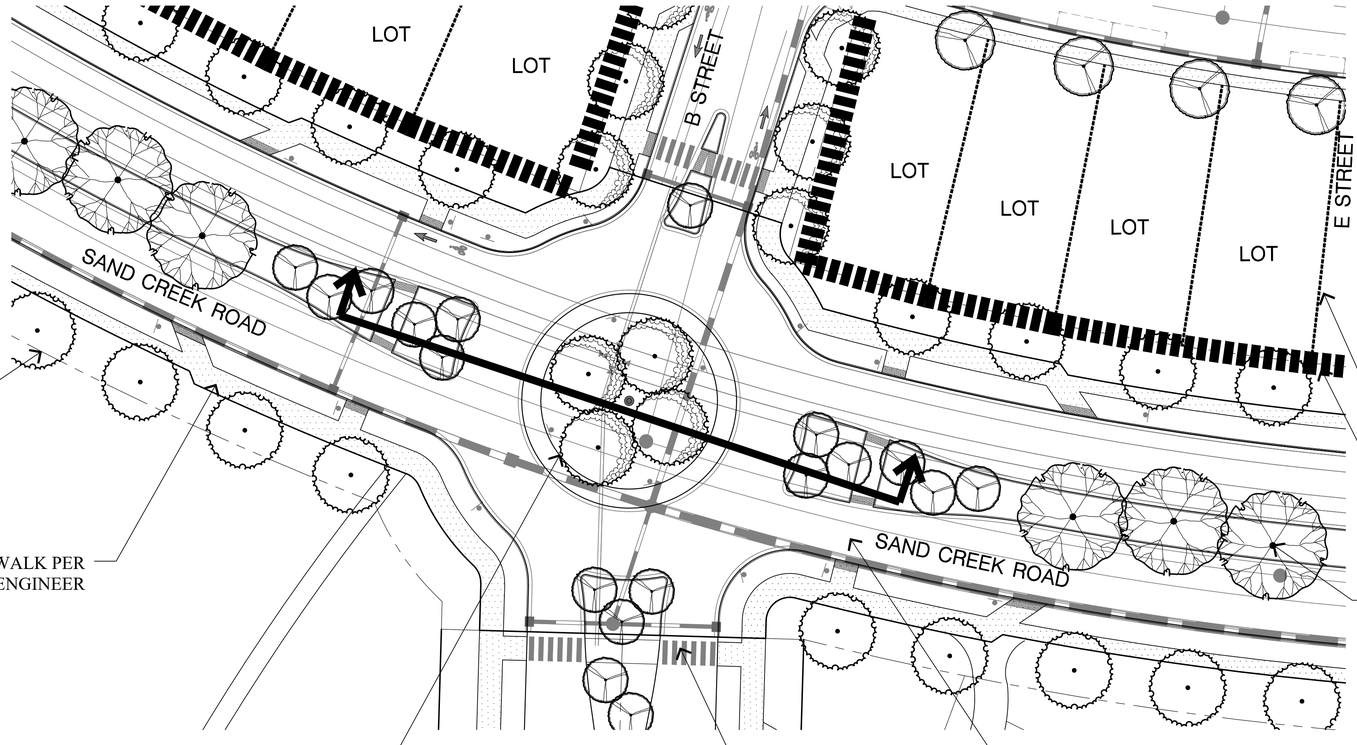
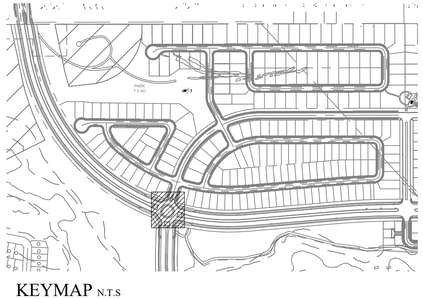


N

GRAPHIC SCALE

0 30 60 90

(IN FEET)
1 inch = 30 ft.



KEYMAP N.T.S

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SACRAMENTO, CA 95825

DECEMBER 1, 2023

THE RANCH · PHASE II
Antioch, CA

Preliminary Landscape
Round-A-Bout at Sand Creek Road

A45
L2

FENCE LEGEND

SYMBOL	FENCE TYPE
	6'-0" PRECAST MASONRY SOUNDWALL
	3'-0" FENCE W/ WOOD POST AND RAIL
	4'-0" VINYL CLAD CHAIN-LINK FENCE
	6'-0" HIGH WOOD FENCE
	6'-0" ENHANCED HIGH WOOD FENCE
	6'-0" OPEN WIRE WOOD VIEW FENCE W/ VINES
	6'-0" TUBULAR STEEL VIEW FENCE W/ VINES

TRAIL RESPITE-
SEE THE RANCH TRAILS
PACKAGE

SAND CREEK ROAD

ARROYO-
SEE TYPICAL PLAN
ENLARGEMENT,
SHEET L5 & L6

MEADOW LAWN

MEADOW LAWN

MEADOW LAWN

MEADOW LAWN

MEADOW LAWN

ARROYO-
SEE TYPICAL PLAN
ENLARGEMENT, SHEET L5 & L6

NORTH NEIGHBORHOOD COMMUNITY
GATHERING AREA & PLAYGROUND-
SEE PLAN ENLARGEMENT, SHEET L4

OPEN SPACE PARCEL / GREENWAY-
SEE PLAN ENLARGEMENT,
SHEET L7

TURF

TURF

B STREET

PRELIMINARY PROPOSED TREE PALETTE

BOTANICAL NAME	COMMON NAME	SIZE	WIDTH / HEIGHT	WATER USE
SAND CREEK ROAD TREES				
ACER RUBRUM 'OCTOBER GLORY'	RED MAPLE	24" BOX	25'/40'	MOD
GINKGO BILOBA 'FASTIGIATA'	MAIDENHAIR TREE	24" BOX	15'/50'	MOD
PISTACIA CHINENSIS	CHINESE PISTACHE	24" BOX	30'/30'	MOD
ULMUS PARVIFOLIA 'DYNASTY'	CHINESE ELM	24" BOX	40'/35'	MOD
QUERCUS LOBATA	VALLEY OAK	24" BOX	50'/50'	LOW
NEIGHBORHOOD STREET TREES				
ACER RUBRUM 'OCTOBER GLORY'	RED MAPLE	24" BOX	25'/40'	MOD
CELTIS SINENSIS	CHINESE HACKBERRY	24" BOX	40'/40'	MOD
FRAXINUS OXYCARPA RAYWOOD'	RAYWOOD ASH	24" BOX	30'/50'	MOD
MAGNOLIA 'LITTLE GEM'	LITTLE GEM MAGNOLIA	24" BOX	15'/25'	MOD
MAYTENUS BOARIA	MAYTEN	24" BOX	30'/50'	MOD
PYRUS CALLERYANA 'BRADFORD'	BRADFORD PEAR	24" BOX	35'/50'	MOD
PYRUS KAWAKAMII	EVERGREEN PEAR	24" BOX	30'/30'	MOD
ULMUS PARVIFOLIA 'DYNASTY'	CHINESE ELM	24" BOX	40'/35'	MOD
'ARROYO', BIO-RETENTION BASINS, OPEN AREA & PARK PARCEL TREES				
CERCIS OCCIDENTALIS	WESTERN REDBUD	24" BOX	18'/18'	LOW
GINKGO BILOBA 'FASTIGIATA'	MAIDENHAIR TREE	24" BOX	15' /50'	MOD
LAURUS N. 'SARATOGA'	SARATOGA LAUREL	24" BOX	25' / 25'	LOW
PLATANUS A. BLOODGOOD'	LONDON PLANE TREE	24" BOX	30' /60'	MOD
QUERCUS AGRIFOLIA	COAST LIVE OAK	24" BOX	50'/50'	LOW
TRISTANIA LAURINA ELEGANT'	ELEGANT WATER GUM	24" BOX	35'/45'	MOD

PRELIMINARY PROPOSED PLANT PALETTE

BOTANICAL NAME	COMMON NAME	SIZE	WATER USE
SHRUBS			
ABELIA G. 'PROSTRATA'	DWARF GLOSSY ABELIA	5 GALLON	LOW
ARBUTUS U. 'COMPACTA'	COMPACT STRAWNERRY TREE	5 GALLON	LOW
ARCTOSTAPHYLOS 'HOWARD MCMINN'	MANZANITA	5 GALLON	LOW
ARCTOSTAPHYLOS 'PACIFIC MIST'	MANZANITA	5 GALLON	LOW
BACCHARIS PILULARIS 'TWIN PEAKS'	DWARF COYOTE BRUSH	5 GALLON	LOW
BOUTALOUA GRACILIS ' BLONDE AMBITION'	BLUE GRAMA GRASS	5 GALLON	LOW
BUDDLEJA DAVIDII	BUTTERFLY BUSH	5 GALLON	LOW
CEANOTHUS 'JOYCE COULTER'	CALIFORNIA LILAC	5 GALLON	LOW
CISTUS S. 'PROSTRATUS'	SAGELEAF ROCKROSE	5 GALLON	LOW
CISTUS P. 'SUNSET'	MAGENTA ROCKROSE	5 GALLON	LOW
DIETES BICOLOR	FORTNIGHT LILY	5 GALLON	LOW
DIETES IRIDIODES	FORTNIGHT LILY	5 GALLON	LOW
ERIGERON KARVINSKIANUS	SANTA BARBARA DAISY	5 GALLON	LOW
FREMONTODENDRON 'KEN TAYLOR'	FLANNEL BUSH	5 GALLON	LOW
GREVILLEA 'NOELLI'	WOOLY GREVILLEA	5 GALLON	LOW
PENNISETUM 'FAIRY TAILS'	FOUNTAIN GRASS	5 GALLON	LOW
MUHLENBERGIA RIGENS	DEER GRASS	5 GALLON	LOW
PHORMIUM 'SUNDOWNER'	NEW ZEALAND FLAX	5 GALLON	LOW
RHAMNUS C. 'MOUND SAN BRUNO'	COFFEEBERRY	5 GALLON	LOW
ROMNEYA COULTERI	MATILIJA POPPY	5 GALLON	LOW
ROSA CALIFORNICA	CALIFORNIA WILD ROSE	5 GALLON	LOW
SYMPHORICARPOS ALBUS	COMMON SNOWBERRY	5 GALLON	LOW
LANTANA MONTEVIDENSIS	TRAILING LANTANA	5 GALLON	LOW
LAVATERA MARITIMA	TREE MALLOW	5 GALLON	LOW
LAVANDULA A. 'MUNSTEAD'	ENGLISH LAVANDER	5 GALLON	LOW
LIGUSTRUM J. 'TEXANUM'	JAPANESE PRIVET	5 GALLON	MEDIUM
LIRIOPE GIGANTEA	GIANT LILY TURF	5 GALLON	MEDIUM
LOROPETALUM CHINENSE	CHINESE FRINGE FLOWER	5 GALLON	LOW
LOROPETALUM C. 'RAZZLEBERRI'	RED FRINGE FLOWER	5 GALLON	LOW
MUHLENBERGIA RIGENS	DEER GRASS	5 GALLON	LOW
MYRTUS C. 'COMPACTA'	DWARF MYRTLE	5 GALLON	LOW

BOTANICAL NAME	COMMON NAME	SIZE	WATER USE
SHRUBS CONT.			
NANDINA 'HARBOUR DWARF	DWARF HEAVENLY BAMBOO	5 GALLON	LOW
NEPETA FAASSENNII	CATMINT	5 GALLON	LOW
OLEA E. 'LITTLE OLLIE'	DWARF OLIVE	5 GALLON	LOW
PENNISETUM 'HAMELN'	DWARF FOUNTAIN GRASS	5 GALLON	LOW
PHORMIUM T. 'MAORI MAIDEN'	NEW ZEALAND FLAX	5 GALLON	LOW
RHAPHIOLEPIS I. 'BALLERINA'	INDIA HAWTHORN	5 GALLON	LOW
RHAPHIOLEPIS I. 'WHITE ENCHANTRESS'	INDIA HAWTHORN	5 GALLON	LOW
ROSA 'CECILE BRUNNER'	CECILE BRUNNER ROSE	5 GALLON	LOW
SOLLYA HETEROPHYLLA	BLUEBELL CREEPER	5 GALLON	LOW
SYRINGA VULGARIS	COMMON LILAC	5 GALLON	LOW
TRACHELOSPERMUM JASMINOIDES	STAR JASMINE	5 GALLON	MEDIUM
VIBURNUM TINUS	LAURUSTINUS	5 GALLON	MEDIUM
GROUNDCOVERS			
ARC 'E.C.' I GALLON @ 36" O.C.	ARCTOSTAPHYLOS 'EMERALD CARPET'	BEARBERRY	LOW
CAR TUM I GALLON @ 36" O.C.	CAREX TUMULICOLA	BERKELEY SEDGE	MEDIUM
MYO PAR I GALLON @ 36" O.C.	MYOPORUM PARVIFOLIUM	MYOPORUM	LOW
LAN 'CON' I GALLON @ 36" O.C.	LANTANA 'CONFETTI'	LANTANA	LOW
HYDROSEED	REFER TO SF BAY HABITAT MIX SHOWN ON SHEET L5		LOW
SEED			
TURF SODDED	NO MOW TURF AVAILABLE AT DELTA BLUEGRASS	NOW MOW RED FESCUE	LOW

N

GRAPHIC SCALE

0 50 100 150

(IN FEET)
1 inch = 50 ft.

KEYMAP N.T.S

RIPLEY DESIGN GROUP

LANDSCAPE ARCHITECTURE
LAND PLANNING
1615 BONANZA STREET
SUITE 314
WALNUT CREEK, CA 94596
TEL: 925.938.7377
www.ripleydesign.com

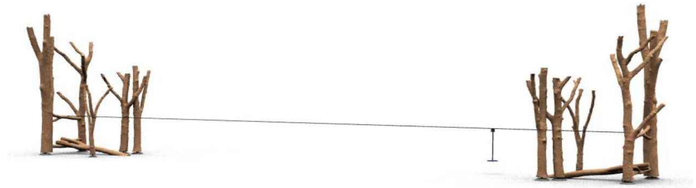
RICHLAND PLANNED COMMUNITIES, INC.
601 UNIVERSITY AVENUE, SUITE 125
SACRAMENTO, CA 95825

DECEMBER 1, 2023

THE RANCH - PHASE II
Antioch, CA

Preliminary Landscape Enlargement North Neighborhood Park

A46
L3



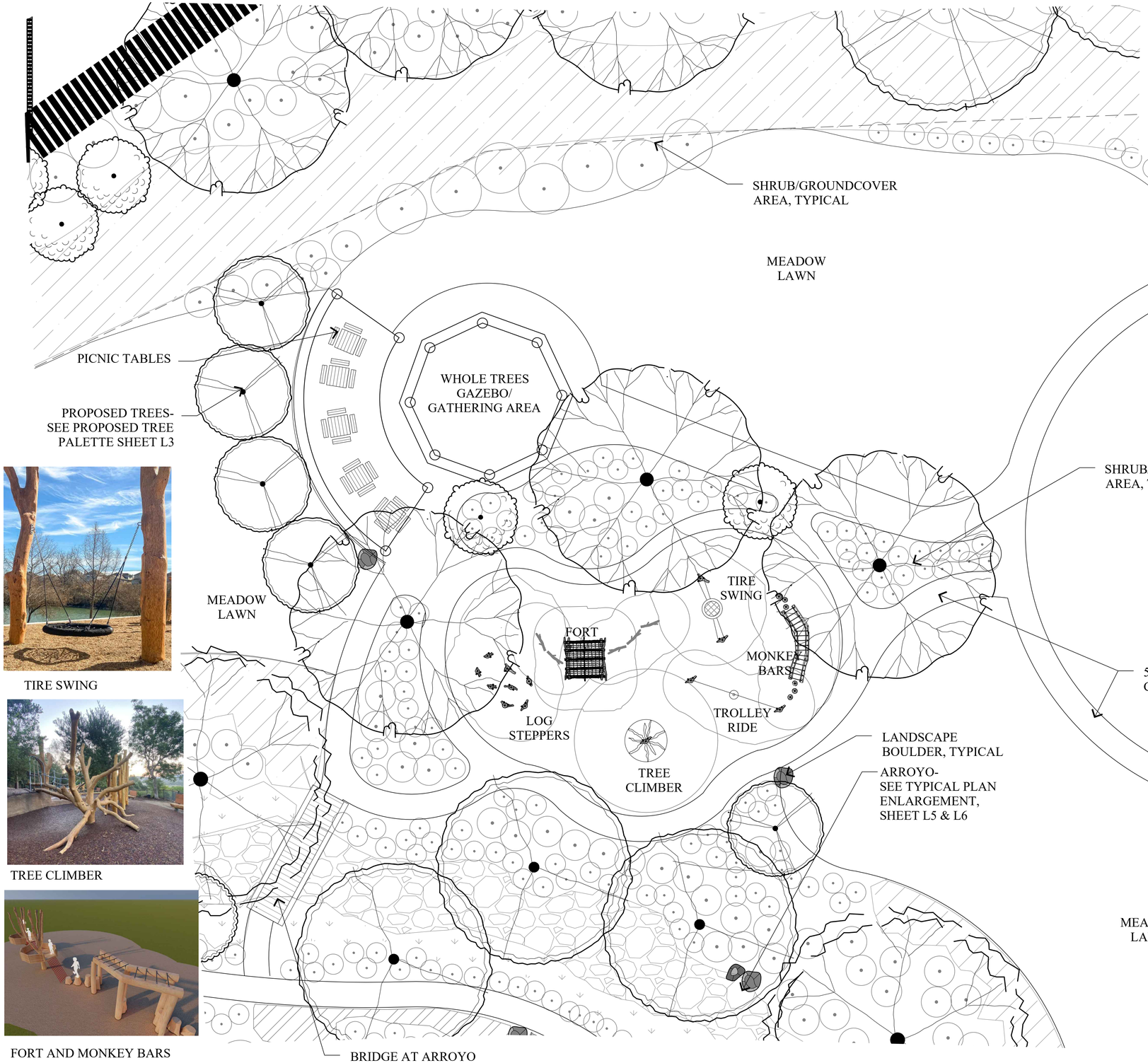
LOG STEPPERS

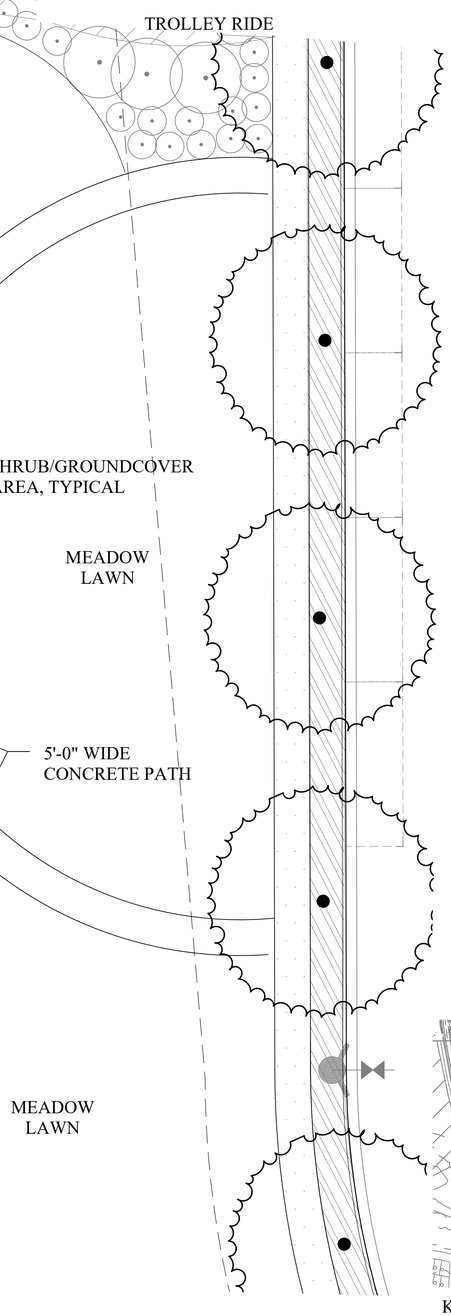
ARROYO BRIDGE

TIRE SWING

TREE CLIMBER

FORT AND MONKEY BARS



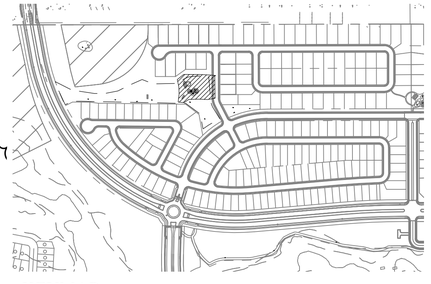


N

GRAPHIC SCALE

0 50 100 150

(IN FEET)
1 inch = 50 ft.



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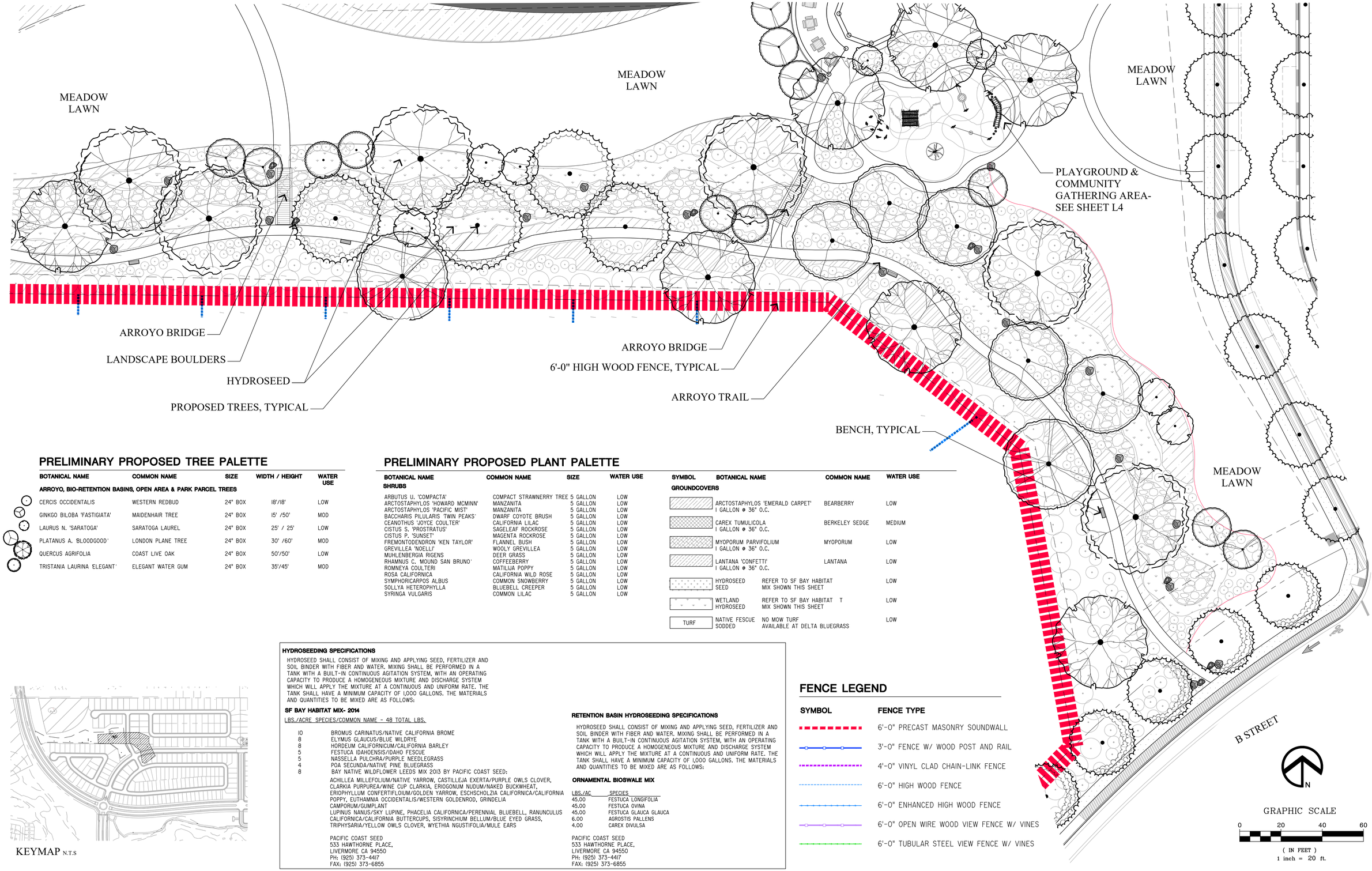
DECEMBER 1, 2023

THE RANCH - PHASE II
Antioch, CA

Preliminary Landscape Enlargement North Neighborhood Park

A47
L4



PRELIMINARY PROPOSED TREE PALETTE

BOTANICAL NAME	COMMON NAME	SIZE	WIDTH / HEIGHT	WATER USE
ARROYO, BIO-RETENTION BASINS, OPEN AREA & PARK PARCEL TREES				
CERCIS OCCIDENTALIS	WESTERN REDBUD	24" BOX	18'/18'	LOW
GINKGO BILOBA 'FASTIGIATA'	MAIDENHAIR TREE	24" BOX	15' /50'	MOD
LAURUS N. 'SARATOGA'	SARATOGA LAUREL	24" BOX	25' / 25'	LOW
PLATANUS A. 'BLOODGOOD'	LONDON PLANE TREE	24" BOX	30' /60'	MOD
QUERCUS AGRIFOLIA	COAST LIVE OAK	24" BOX	50'/50'	LOW
TRISTANIA LAURINA ELEGANT'	ELEGANT WATER GUM	24" BOX	35'/45'	MOD

PRELIMINARY PROPOSED PLANT PALETTE

BOTANICAL NAME	COMMON NAME	SIZE	WATER USE
SHRUBS			
ARBUTUS U. 'COMPACTA'	COMPACT STRAWNERRY TREE	5 GALLON	LOW
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ARCTOSTAPHYLOS 'PACIFIC MIST'	MANZANITA	5 GALLON	LOW
BACCHARIS PILULARIS 'TWIN PEAKS'	DWARF COYOTE BRUSH	5 GALLON	LOW
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CISTUS S. 'PROSTRATUS'	SAGELEAF ROCKROSE	5 GALLON	LOW
CISTUS P. 'SUNSET'	MAGENTA ROCKROSE	5 GALLON	LOW
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MUHLENBERGIA RIGENS	DEER GRASS	5 GALLON	LOW
RHAMNUS C. 'MOUND SAN BRUNO'	COFFEEBERRY	5 GALLON	LOW
ROMNEYA COULTERI	MATILIJA POPPY	5 GALLON	LOW
ROSA CALIFORNICA	CALIFORNIA WILD ROSE	5 GALLON	LOW
SYMPHORICARPOS ALBUS	COMMON SNOWBERRY	5 GALLON	LOW
SOLLYA HETEROPHYLLA	BLUEBELL CREEPER	5 GALLON	LOW
SYRINGA VULGARIS	COMMON LILAC	5 GALLON	LOW

SYMBOL	BOTANICAL NAME	COMMON NAME	WATER USE
GROUNDCOVERS			
	ARCTOSTAPHYLOS 'EMERALD CARPET' I GALLON @ 36" O.C.	BEARBERRY	LOW
	CAREX TUMULICOLA I GALLON @ 36" O.C.	BERKELEY SEDGE	MEDIUM
	MYOPORUM PARVIFOLIUM I GALLON @ 36" O.C.	MYOPORUM	LOW
	LANTANA 'CONFETTI' I GALLON @ 36" O.C.	LANTANA	LOW
	HYDROSEED SEED — REFER TO SF BAY HABITAT MIX SHOWN THIS SHEET		LOW
	WETLAND HYDROSEED — REFER TO SF BAY HABITAT T MIX SHOWN THIS SHEET		LOW
TURF	NATIVE FESCUE SODDED — NO MOW TURF AVAILABLE AT DELTA BLUEGRASS		LOW

KEYMAP N.T.S

HYDROSEEDING SPECIFICATIONS

HYDROSEED SHALL CONSIST OF MIXING AND APPLYING SEED, FERTILIZER AND SOIL BINDER WITH FIBER AND WATER. MIXING SHALL BE PERFORMED IN A TANK WITH A BUILT-IN CONTINUOUS AGITATION SYSTEM, WITH AN OPERATING CAPACITY TO PRODUCE A HOMOGENEOUS MIXTURE AND DISCHARGE SYSTEM WHICH WILL APPLY THE MIXTURE AT A CONTINUOUS AND UNIFORM RATE. THE TANK SHALL HAVE A MINIMUM CAPACITY OF 1,000 GALLONS. THE MATERIALS AND QUANTITIES TO BE MIXED ARE AS FOLLOWS:

SF BAY HABITAT MIX- 2014

LBS./ACRE SPECIES/COMMON NAME - 48 TOTAL LBS.

10	BROMUS CARINATUS/NATIVE CALIFORNIA BROME
8	ELYMUS GLAUCUS/BLUE WILDRYE
8	HORDEUM CALIFORNICUM/CALIFORNIA BARLEY
5	FESTUCA IDAHOENSIS/IDAHO FESCUE
5	NASSELLA PULCHRA/PURPLE NEEDLEGRASS
4	POA SECUNDA/NATIVE PINE BLUEGRASS
8	BAY NATIVE WILDFLOWER LEEDS MIX 2013 BY PACIFIC COAST SEED: ACHILLEA MILLEFOLIUM/NATIVE YARROW, CASTILLEJA EXERTA/PURPLE OWLS CLOVER, CLARKIA PURPUREA/WINE CUP CLARKIA, ERIOGONUM NUDUM/NAKED BUCKWHEAT, ERIOPHYLLUM CONFERTIFLOIUM/GOLDEN YARROW, ESCHSCHOLZIA CALIFORNICA/CALIFORNIA POPPY, EUTHAMNIA OCCIDENTALIS/WESTERN GOLDENROD, GRINDELIA CAMPORUM/GUMPLANT LUPINUS NANUS/SKY LUPINE, PHACELIA CALIFORNICA/PERENNIAL BLUEBELL, RANUNCULUS CALIFORNICA/CALIFORNIA BUTTERCUPS, SISYRINCHIUM BELLUM/BLUE EYED GRASS, TRIPHYSARIA/YELLOW OWLS CLOVER, WYETHIA NGUSTIFOLIA/MULE EARS

PACIFIC COAST SEED
533 HAWTHORNE PLACE,
LIVERMORE CA 94550
PH: (925) 373-4417
FAX: (925) 373-6855

RETENTION BASIN HYDROSEEDING SPECIFICATIONS

HYDROSEED SHALL CONSIST OF MIXING AND APPLYING SEED, FERTILIZER AND SOIL BINDER WITH FIBER AND WATER. MIXING SHALL BE PERFORMED IN A TANK WITH A BUILT-IN CONTINUOUS AGITATION SYSTEM, WITH AN OPERATING CAPACITY TO PRODUCE A HOMOGENEOUS MIXTURE AND DISCHARGE SYSTEM WHICH WILL APPLY THE MIXTURE AT A CONTINUOUS AND UNIFORM RATE. THE TANK SHALL HAVE A MINIMUM CAPACITY OF 1,000 GALLONS. THE MATERIALS AND QUANTITIES TO BE MIXED ARE AS FOLLOWS:

ORNAMENTAL BIOSWALE MIX

LBS./AC	SPECIES
45.00	FESTUCA LONGIFOLIA
45.00	FESTUCA OVINA
45.00	FESTUCA GLAUCA GLAUCA
6.00	AGROSTIS PALLENS
4.00	CAREX DIVULSA

PACIFIC COAST SEED
533 HAWTHORNE PLACE,
LIVERMORE CA 94550
PH: (925) 373-4417
FAX: (925) 373-6855

FENCE LEGEND

SYMBOL	FENCE TYPE
	6'-0" PRECAST MASONRY SOUNDWALL
	3'-0" FENCE W/ WOOD POST AND RAIL
	4'-0" VINYL CLAD CHAIN-LINK FENCE
	6'-0" HIGH WOOD FENCE
	6'-0" ENHANCED HIGH WOOD FENCE
	6'-0" OPEN WIRE WOOD VIEW FENCE W/ VINES
	6'-0" TUBULAR STEEL VIEW FENCE W/ VINES

GRAPHIC SCALE
0 20 40 60
(IN FEET)
1 inch = 20 ft.

RIPLEY DESIGN GROUP
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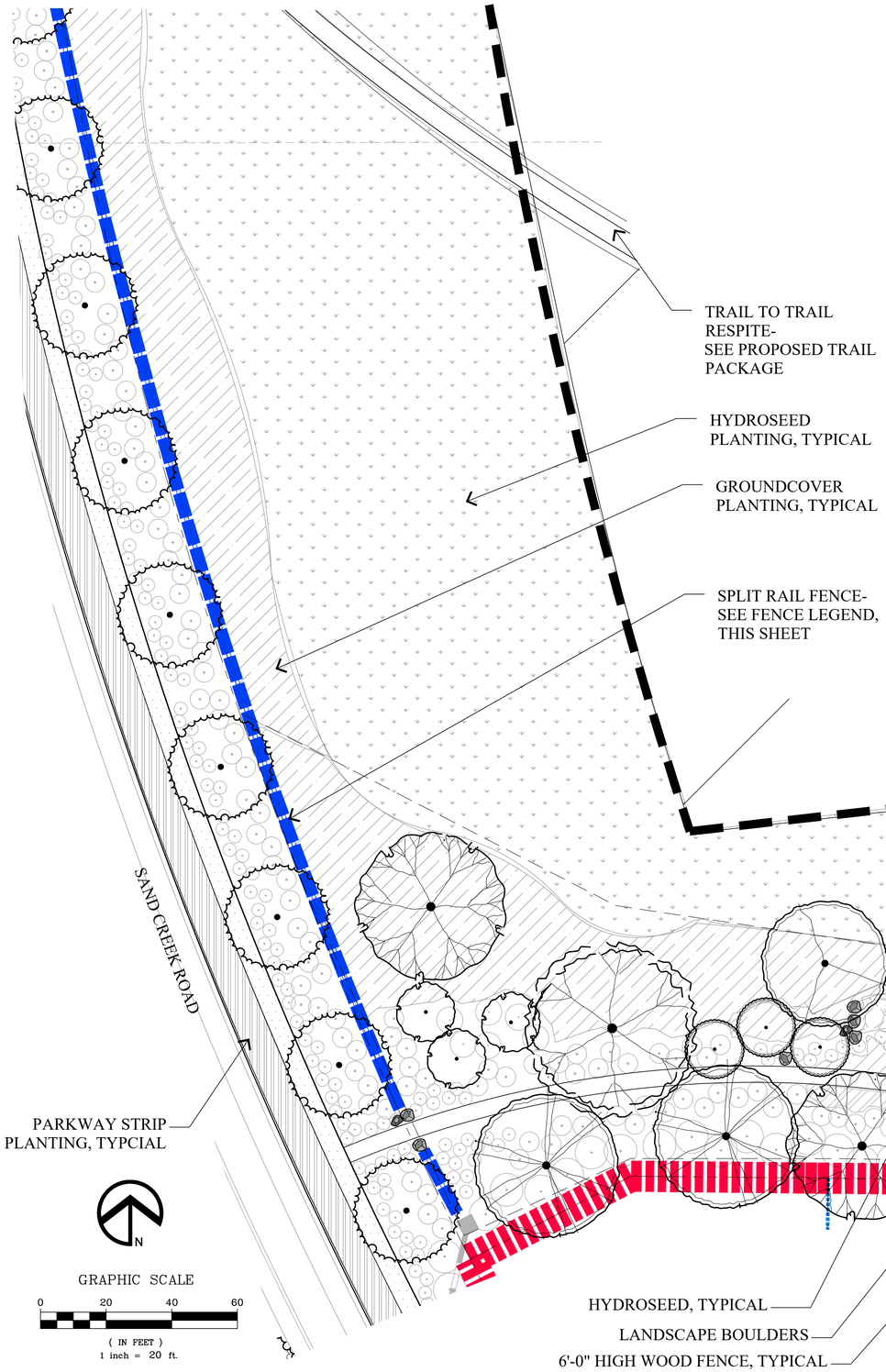
601 UNIVERSITY AVENUE, SUITE 125
SACRAMENTO, CA 95825

DECEMBER 1, 2023

THE RANCH - PHASE II
Antioch, CA

Preliminary Landscape Enlargement
Arroyo Trail at B Street

A48
L5



ARROYO BRIDGE

FENCE LEGEND

SYMBOL	FENCE TYPE
	6'-0" PRECAST MASONRY SOUNDWALL
	3'-0" FENCE W/ WOOD POST AND RAIL
	4'-0" VINYL CLAD CHAIN-LINK FENCE
	6'-0" HIGH WOOD FENCE
	6'-0" ENHANCED HIGH WOOD FENCE
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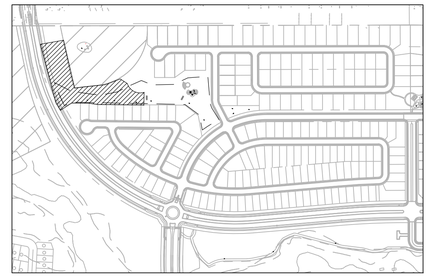
	6'-0" TUBULAR STEEL VIEW FENCE W/ VINES



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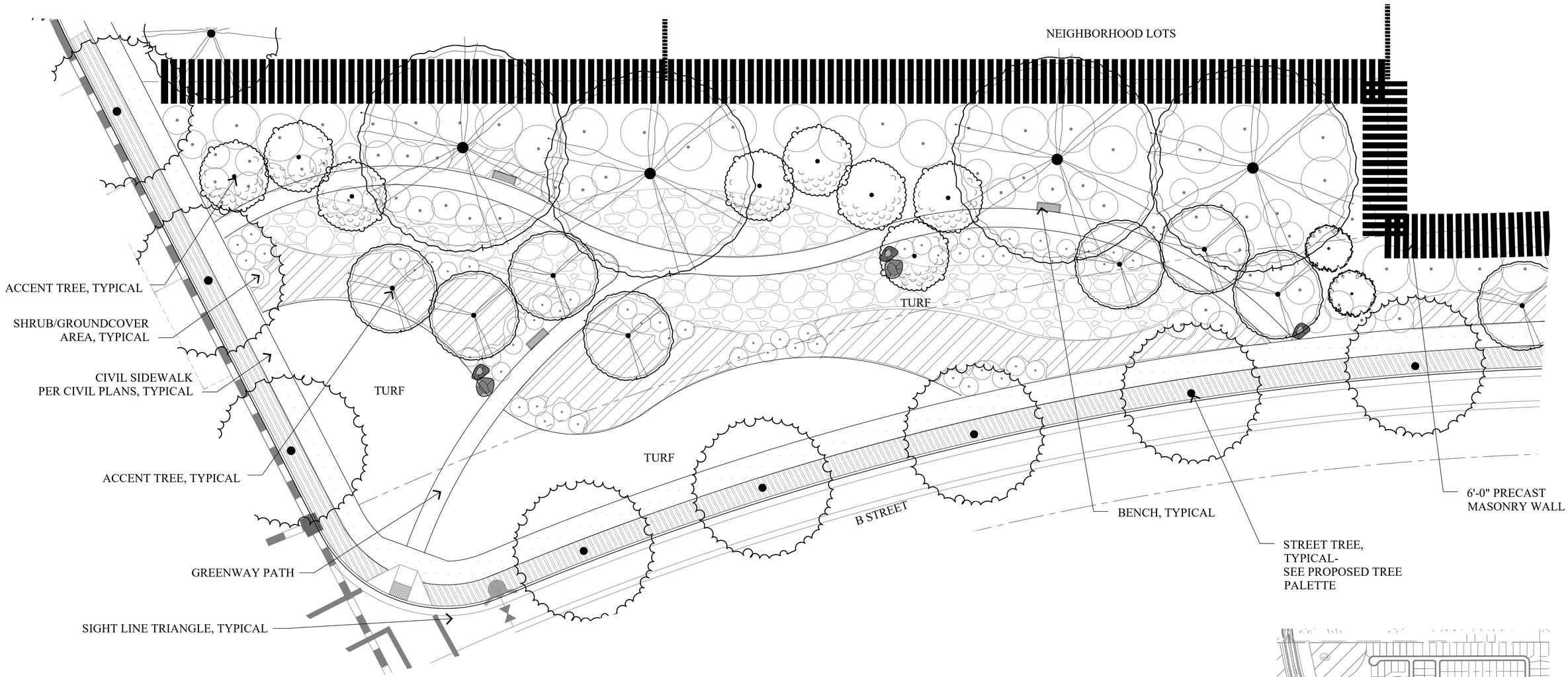
SACRAMENTO, CA 95825

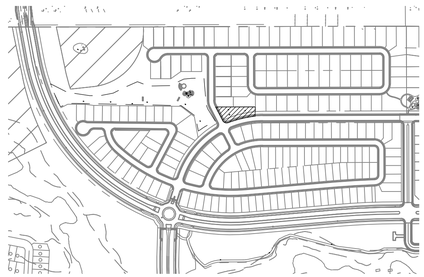
DECEMBER 1, 2023

THE RANCH · PHASE II
Antioch, CA

Preliminary Landscape Enlargement
Arroyo Trail at Sand Creek Road

A49
L6





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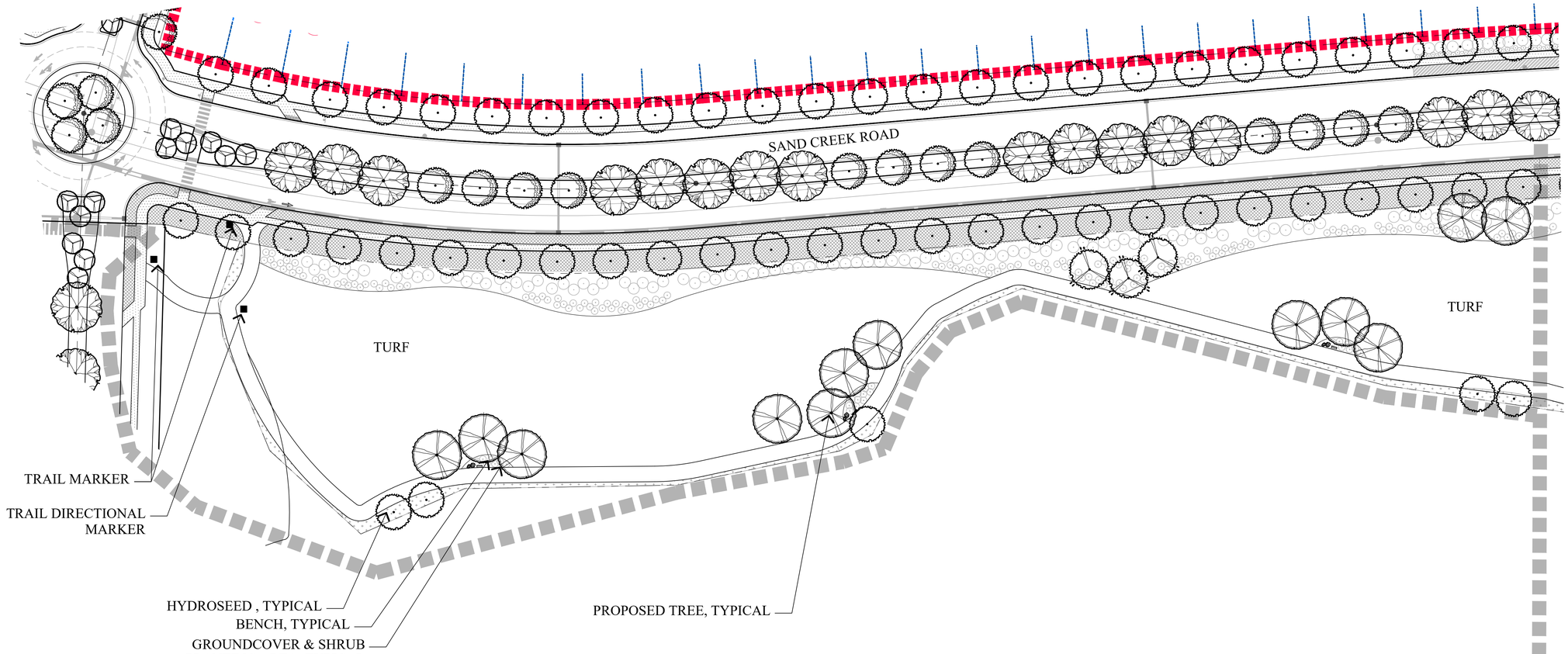
601 UNIVERSITY AVENUE, SUITE 125
SACRAMENTO, CA 95825

DECEMBER 1, 2023

THE RANCH · PHASE II
Antioch, CA

Preliminary Landscape Enlargement Greenway

A50
L7



FENCE LEGEND

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	6'-0" PRECAST MASONRY SOUNDWALL
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	6'-0" OPEN WIRE WOOD VIEW FENCE W/ VINES
	6'-0" TUBULAR STEEL VIEW FENCE W/ VINES

PRELIMINARY PROPOSED TREE PALETTE

BOTANICAL NAME	COMMON NAME	SIZE	WIDTH / HEIGHT	WATER USE
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ACER RUBRUM 'OCTOBER GLORY'	RED MAPLE	24" BOX	25'/40'	MOD
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PRELIMINARY PROPOSED PLANT PALETTE

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BOUTALOUA GRACILIS ' BLONDE AMBITION'	BLUE GRAMA GRASS	5 GALLON	LOW
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DIETES BICOLOR	FORTNIGHT LILY	5 GALLON	LOW
DIETES IRIDIODES	FORTNIGHT LILY	5 GALLON	LOW
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FREMONTODENDRON 'KEN TAYLOR'	FLANNEL BUSH	5 GALLON	LOW
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PENNISETUM 'FAIRY TAILS'	FOUNTAIN GRASS	5 GALLON	LOW
MUHLENBERGIA RIGENS	DEER GRASS	5 GALLON	LOW
PHORMIUM SUNDOWNER'	NEW ZEALAND FLAX	5 GALLON	LOW
RHAMNUS C. MOUND SAN BRUNO'	COFFEEBERRY	5 GALLON	LOW
ROMNEYA COULTERI	MATILIJA POPPY	5 GALLON	LOW
ROSA CALIFORNICA	CALIFORNIA WILD ROSE	5 GALLON	LOW
SYMPHORICARPOS ALBUS	COMMON SNOWBERRY	5 GALLON	LOW
LANTANA MONTEVIDENSIS	TRAILING LANTANA	5 GALLON	LOW
LAVATERA MARITIMA	TREE MALLOW	5 GALLON	LOW
LAVANDULA A. 'MUNSTEAD'	ENGLISH LAVENDER	5 GALLON	LOW
LIGUSTRUM J. 'TEXANUM'	JAPANESE PRIVET	5 GALLON	MEDIUM
LIRIOPE GIGANTEA	GIANT LILY TURF	5 GALLON	MEDIUM
LOROPETALUM CHINENSE	CHINESE FRINGE FLOWER	5 GALLON	LOW
LOROPETALUM C. 'RAZZLEBERRI'	RED FRINGE FLOWER	5 GALLON	LOW
MUHLENBERGIA RIGENS	DEER GRASS	5 GALLON	LOW
MYRTUS C. 'COMPACTA'	DWARF MYRTLE	5 GALLON	LOW
NANDINA 'HARBOUR DWARF	DWARF HEAVENLY BAMBOO	5 GALLON	LOW
NEPETA FAASSENII	CATMINT	5 GALLON	LOW
OLEA E. 'LITTLE OLLIE'	DWARF OLIVE	5 GALLON	LOW
PENNISETUM 'HAMELN'	DWARF FOUNTAIN GRASS	5 GALLON	LOW
PHORMIUM T. 'MAORI MAIDEN'	NEW ZEALAND FLAX	5 GALLON	LOW
RHAPHIOLEPIS I. 'BALLERINA'	INDIA HAWTHORN	5 GALLON	LOW
RHAPHIOLEPIS I. 'WHITE ENCHANTRESS'	INDIA HAWTHORN	5 GALLON	LOW
ROSA 'CECILE BRUNNER'	CECILE BRUNNER ROSE	5 GALLON	LOW
SOLLYA HETEROPHYLLA	BLUEBELL CREEPER	5 GALLON	LOW
SYRINGA VULGARIS	COMMON LILAC	5 GALLON	LOW
TRACHELOSPERMUM JASMINOIDES	STAR JASMINE	5 GALLON	MEDIUM
VIBURNUM TINUS	LAURUSTINUS	5 GALLON	MEDIUM
GROUNDCOVERS			
ARC 'E.C.' — ARCTOSTAPHYLOS 'EMERALD CARPET'	BEARBERRY		LOW
I GALLON @ 36" O.C.			
CAR TUM — CAREX TUMULICOLA	BERKELEY SEDGE		MEDIUM
I GALLON @ 36" O.C.			
MYO PAR — MYOPORUM PARVIFOLIUM	MYOPORUM		LOW
I GALLON @ 36" O.C.			
LAN 'CON' — LANTANA 'CONFETTI'	LANTANA		LOW
I GALLON @ 36" O.C.			
HYDROSEED — REFER TO SF BAY HABITAT MIX SHOWN THIS SHEET			LOW
SEED			
TURF — NO MOW TURF	NOW MOW RED FESCUE		LOW
SODDED — AVAILABLE AT DELTA BLUEGRASS			

HYDROSEEDING SPECIFICATIONS

HYDROSEED SHALL CONSIST OF MIXING AND APPLYING SEED, FERTILIZER AND SOIL BINDER WITH FIBER AND WATER. MIXING SHALL BE PERFORMED IN A TANK WITH A BUILT-IN CONTINUOUS AGITATION SYSTEM, WITH AN OPERATING CAPACITY TO PRODUCE A HOMOGENEOUS MIXTURE AND DISCHARGE SYSTEM WHICH WILL APPLY THE MIXTURE AT A CONTINUOUS AND UNIFORM RATE. THE TANK SHALL HAVE A MINIMUM CAPACITY OF 1,000 GALLONS. THE MATERIALS AND QUANTITIES TO BE MIXED ARE AS FOLLOWS:

SF BAY HABITAT MIX- 2014

LBS./ACRE SPECIES/COMMON NAME - 48 TOTAL LBS.

10	BROMUS CARINATUS/NATIVE CALIFORNIA BROME
8	ELYMUS GLAUCUS/BLUE WILDRYE
8	HORDEUM CALIFORNICUM/CALIFORNIA BARLEY
5	FESTUCA IDAHOENSIS/IDAHO FESCUE
5	NASSELLA PULCHRA/PURPLE NEEDLEGRASS
4	POA SECUNDA/NATIVE PINE BLUEGRASS
8	BAY NATIVE WILDFLOWER LEEDS MIX 2013 BY PACIFIC COAST SEED:

ACHILLEA MILLEFOLIUM/NATIVE YARROW
CASTILLEJA EXERTA/PURPLE OWLS CLOVER
CLARKIA PURPUREA/WINE CUP CLARKIA
ERIOGONUM NUDUM/NAKED BUCKWHEAT
ERIOPHYLLUM CONFERTIFLOIUM/GOLDEN YARROW
ESCHSCHOLZIA CALIFORNICA/CALIFORNIA POPPY
EUTHAMNIA OCCIDENTALIS/WESTERN GOLDENROD
GRINDELIA CAMPORUM/GUMPLANT
LUPINUS NANUS/SKY LUPINE
PHACELIA CALIFORNICA/PERENNIAL BLUEBELL
RANUNCULUS CALIFORNICA/CALIFORNIA BUTTERCUPS
SISYRINCHIUM BELLUM/BLUE EYED GRASS
TRIPHYSARIA/YELLOW OWLS CLOVER
WYETHIA ANGUSTIFOLIA/MULE EARS

PACIFIC COAST SEED
533 HAWTHORNE PLACE,
LIVERMORE CA 94550
PH: (925) 373-4417
FAX: (925) 373-6855

'ARROYO' DRAINAGE WAY HYDROSEEDING SPECIFICATIONS

HYDROSEED SHALL CONSIST OF MIXING AND APPLYING SEED, FERTILIZER AND SOIL BINDER WITH FIBER AND WATER. MIXING SHALL BE PERFORMED IN A TANK WITH A BUILT-IN CONTINUOUS AGITATION SYSTEM, WITH AN OPERATING CAPACITY TO PRODUCE A HOMOGENEOUS MIXTURE AND DISCHARGE SYSTEM WHICH WILL APPLY THE MIXTURE AT A CONTINUOUS AND UNIFORM RATE. THE TANK SHALL HAVE A MINIMUM CAPACITY OF 1,000 GALLONS. THE MATERIALS AND QUANTITIES TO BE MIXED ARE AS FOLLOWS:

ORNAMENTAL BIOSWALE MIX

LBS./AC	SPECIES
45.00	FESTUCA LONGIFOLIA
45.00	FESTUCA OVINA
45.00	FESTUCA GLAUCA GLAUCA
6.00	AGROSTIS PALLENS
4.00	CAREX DIVULSA

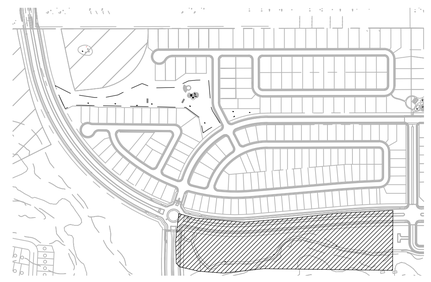
PACIFIC COAST SEED
533 HAWTHORNE PLACE,
LIVERMORE CA 94550
PH: (925) 373-4417
FAX: (925) 373-6855

N

GRAPHIC SCALE

0 50 100 150

(IN FEET)
1 inch = 50 ft.



KEYMAP N.T.S

RIPLEY DESIGN GROUP
LANDSCAPE ARCHITECTURE
LAND PLANNING
1615 BONANZA STREET
SUITE 314
WALNUT CREEK, CA 94596
TEL: 925.938.7377
www.ripleydesign.com

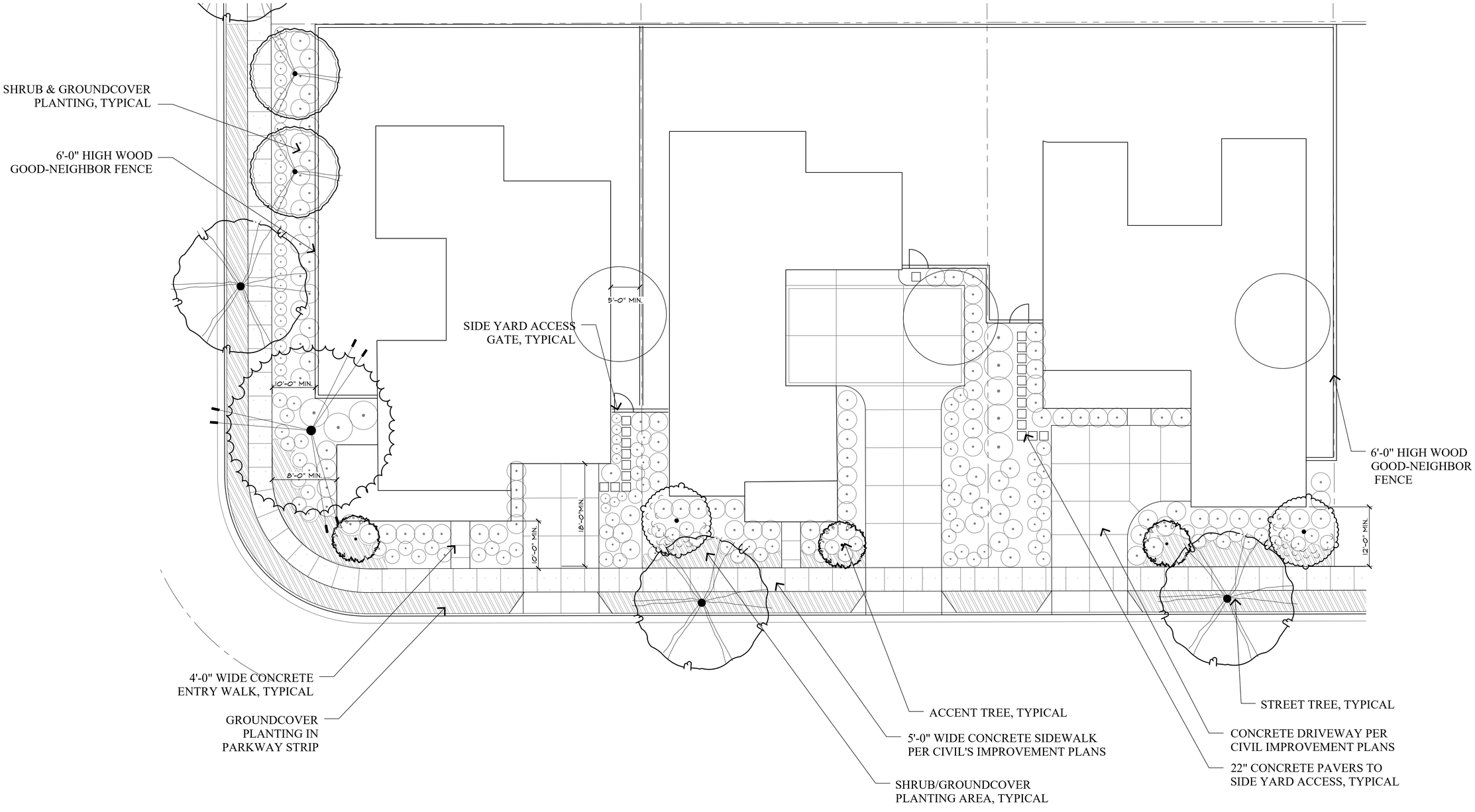
RICHLAND PLANNED COMMUNITIES, INC.
601 UNIVERSITY AVENUE, SUITE 125
SACRAMENTO, CA 95825

DECEMBER 1, 2023

THE RANCH - PHASE II
Antioch, CA

Preliminary Landscape Enlargement Trail South of Sand Creek Road

A51
L8



GRAPHIC SCALE

0 10 20 30

(IN FEET)
1 inch = 10 ft.

RIPLEY DESIGN GROUP
LANDSCAPE ARCHITECTURE
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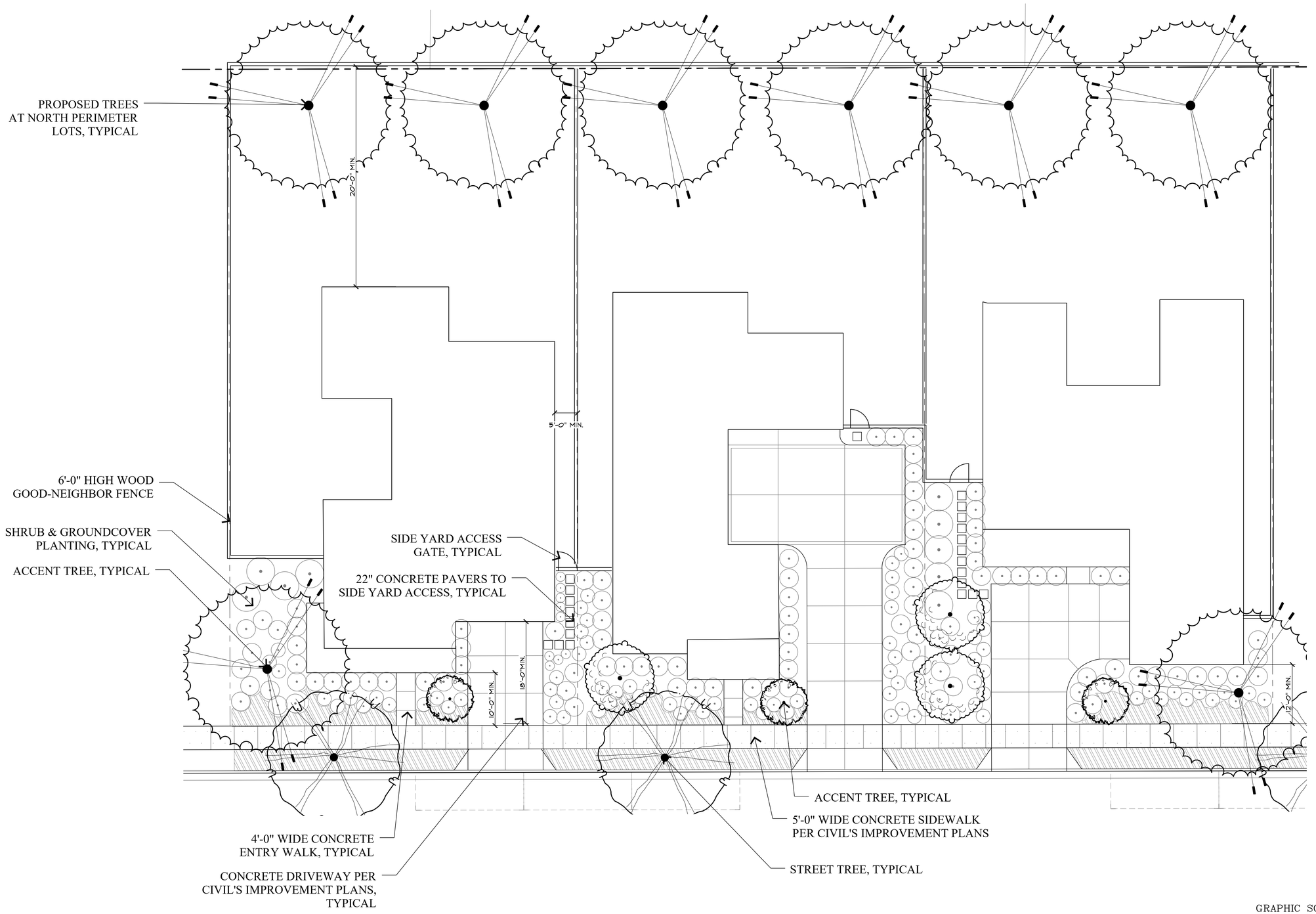
601 UNIVERSITY AVENUE, SUITE 125
SACRAMENTO, CA 95825

DECEMBER 1, 2023

THE RANCH PHASE II
Antioch, CA

Preliminary Landscape
LD 3 Lots Typical Landscape

A52
L9



GRAPHIC SCALE

0 10 20 30

(IN FEET)
1 inch = 10 ft.

RIPLEY DESIGN GROUP

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SACRAMENTO, CA 95825

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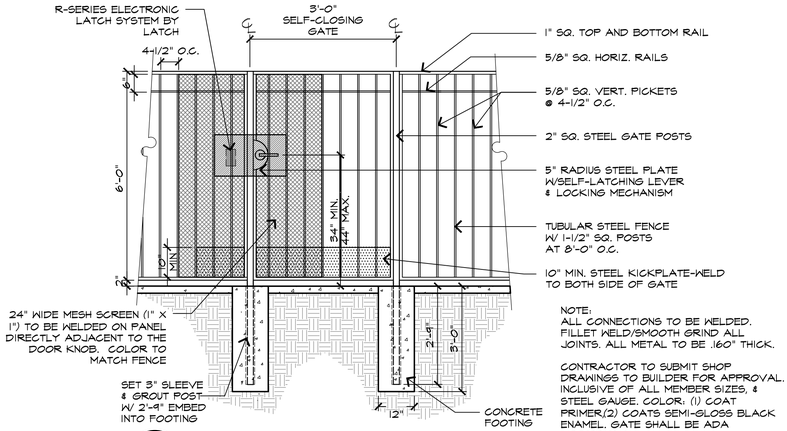
THE RANCH PHASE II
Antioch, CA

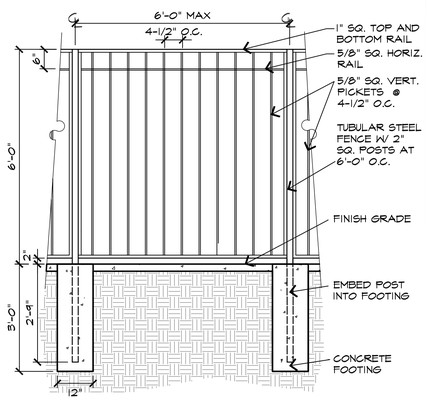
Preliminary Landscape
LD 3 N. Edge Lots Landscape

A53
L10



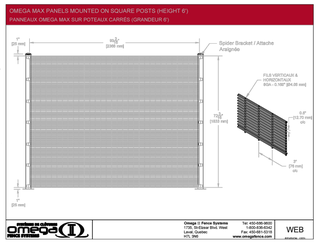
A **TUBULAR STEEL GATE** SCALE : 1/2"=1'-0"

024 - FncMnrGate



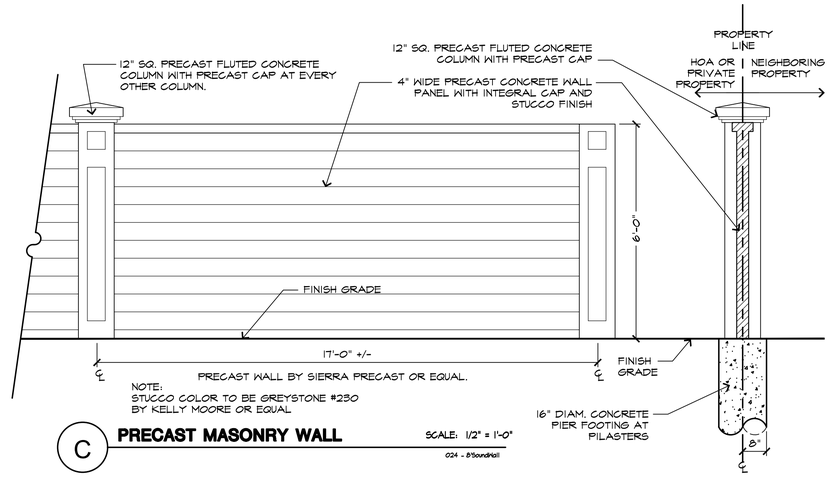
B **TUBULAR STEEL FENCE** SCALE : 1/2"=1'-0"

024 - FncMtn



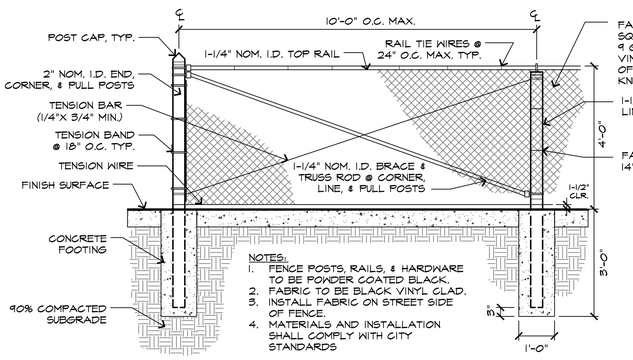
OPTIONAL BID
6'-0" 'OMEGA MAX' FENCE PANEL BY OMEGA FENCING

NOTE: CONTRACTOR TO SUBMIT SHOP DRAWINGS TO BUILDER FOR APPROVAL. INCLUSIVE OF ALL MEMBER SIZES, & STEEL GAUGE. COLOR: (1) COAT PRIMER/(2) COATS SEMI-GLOSS BLACK ENAMEL.



C **PRECAST MASONRY WALL** SCALE: 1/2" = 1'-0"

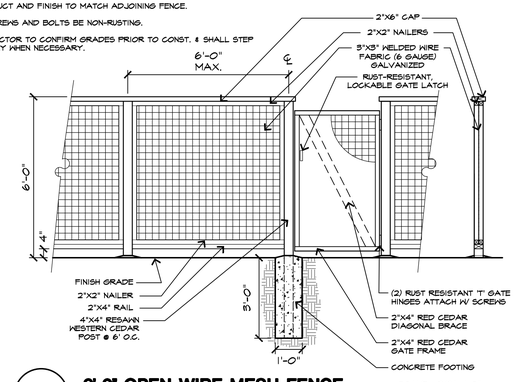
024 - FncSoundWall



D **4' VINYL CLAD CHAIN LINK FENCE** SCALE : 1/2"=1'-0"

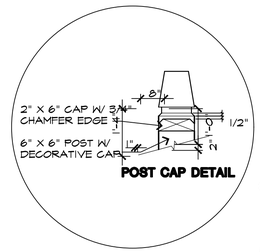
024 - FncChnLnk-3

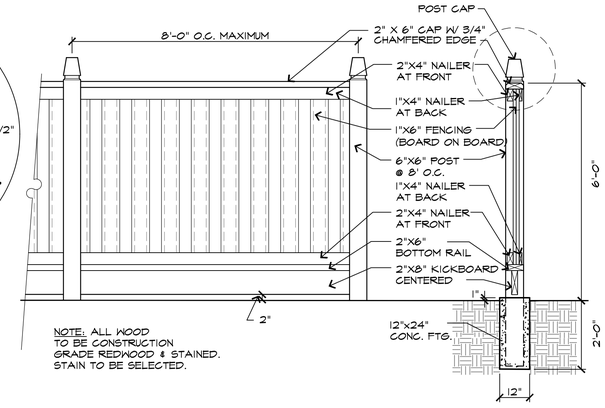
NOTES:
1. CONCRETE FOOTINGS TO BE A DEPTH OF 3'-0" MINIMUM.
2. WOOD TO BE RESAWN WESTERN RED CEDAR & TREATED WITH CLEAR SEALER.
3. CONSTRUCT AND FINISH TO MATCH ADJOINING FENCE.
4. ALL SCREWS AND BOLTS BE NON-RUSTING.
5. CONTRACTOR TO CONFIRM GRADES PRIOR TO CONST. & SHALL STEP FENCE ONLY WHEN NECESSARY.



E **6'-0" OPEN WIRE MESH FENCE** SCALE : 3/8"=1'-0"

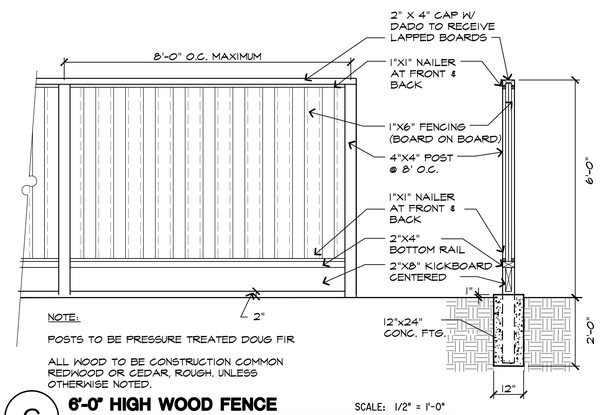
052 - FncMtnE6





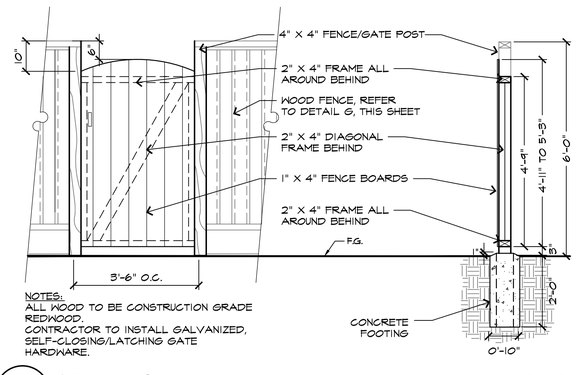
F **6' ENHANCED WOOD FENCE W/ KICKERBOARD AT ENTRY** SCALE: 1/2" = 1'-0"

024 - FncRur



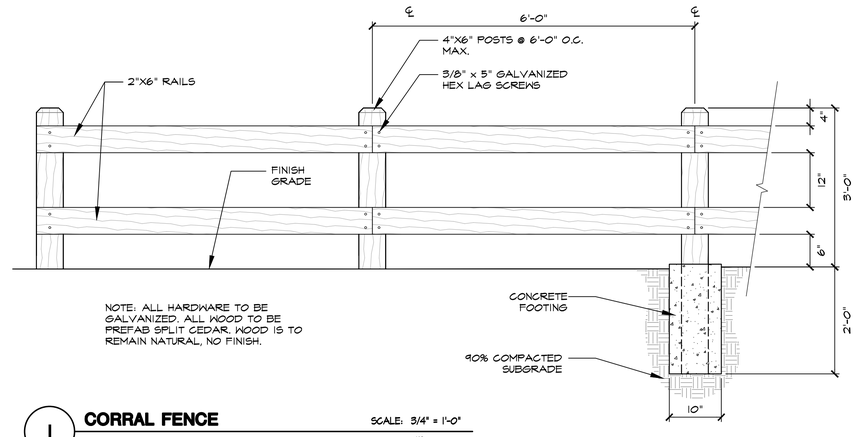
G **6'-0" HIGH WOOD FENCE W/ GATE** SCALE: 1/2" = 1'-0"

024 - FncRur



H **SIDE YARD GATE** SCALE: 1/2" = 1'-0"

024 - FncGateBron



I **CORRAL FENCE** SCALE: 3/4" = 1'-0"

016 -

RIPLEY DESIGN GROUP
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RICHLAND PLANNED COMMUNITIES, INC.
601 UNIVERSITY AVENUE, SUITE 125
SACRAMENTO, CA 95825

DECEMBER 1, 2023

THE RANCH PHASE II
Antioch, CA

Preliminary Landscape Details Fencing

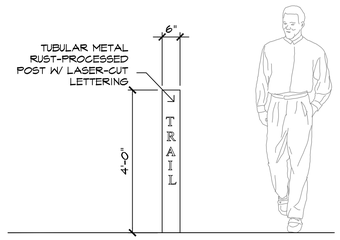
A54
L11

A **TRAIL WAYFINDING SIGN** SCALE :NTS

024 -

B **PLANT / ANIMAL SPECIES HABITAT INFORMATION SIGN** SCALE :NTS

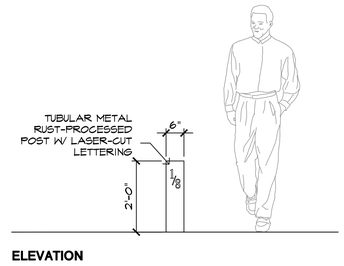
024 -



ELEVATION

C **TRAIL MARKER** SCALE: 1/2" = 1'-0"

024 -



ELEVATION

D **TRAIL MARKER** SCALE: 1/2" = 1'-0"

024 -

E **PICNIC TABLE BY TREE TOP PRODUCTS** SCALE :NTS

024 -

F **ADA PICNIC TABLE BY TREE TOP PRODUCTS** SCALE :NTS

024 -

G **BENCH BY WHOLE TREES** SCALE :NTS

024 -

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601 UNIVERSITY AVENUE, SUITE 125
SACRAMENTO, CA 95825

DECEMBER 1, 2023

THE RANCH · PHASE II
Antioch, CA

Preliminary Landscape Details
Site Imagery

A55
L12

ATTACHMENT "B"

CITY OF ANTIOCH
COMMUNITY DEVELOPMENT DEPARTMENT

ANTIOCH
CALIFORNIA

Phase II of The Ranch Planned Development

EIR Consistency Memorandum

April 2025

Prepared by

RANEY PLANNING & MANAGEMENT, INC. | 25 years
1501 Sports Drive, Suite A, Sacramento, CA 95834

A. INTRODUCTION AND SUMMARY

The purpose of this Memorandum is to demonstrate that Phase II of The Ranch Planned Development (proposed project) has been adequately analyzed in the previous environmental review under the California Environmental Quality Act (CEQA) and that further evaluation is not required. As will be demonstrated below, consistent with CEQA Guidelines Section 15162, a Subsequent EIR or Negative Declaration is not required.

B. PROJECT BACKGROUND

On July 28, 2020, the City adopted The Ranch Project Environmental Impact Report (SCH# 2019060012), hereafter referred to as the "2020 EIR." The 2020 EIR was prepared pursuant to Title 14, Section 15070 of the California Code of Regulations.

The 2020 EIR analyzed development of Phase I, Phase II, and Phase III of The Ranch Project (see Figure 1), which would consist of 1,177 residential units over 253.50 acres on a 551.50-acre site, including Low Density (LD), Medium Density (MD), and Age Restricted (AR) units; a five-acre Village Center consisting of commercial, office, and retail space; three acres of public services facilities, including a new fire station site and a trail staging area; approximately 22.50 acres of public parks and landscaped areas; 229.50 of open space, including trails; and 38.00 acres of roadway improvements. In addition to the 2020 EIR, the Antioch City Council also approved the following entitlements for The Ranch Project on July 28, 2020:

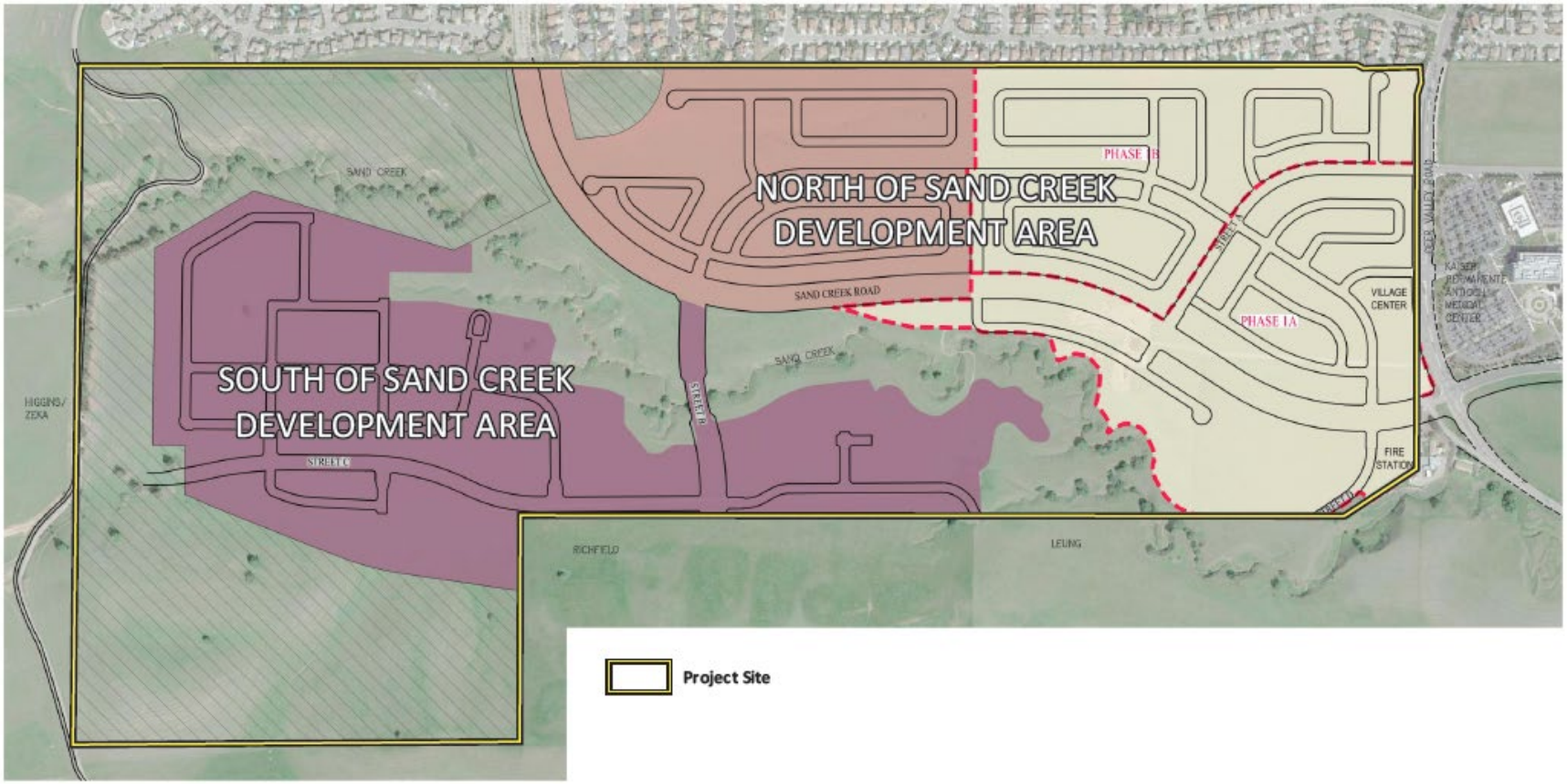
- Approval of a Development Agreement between the City of Antioch and Richland Planned Communities, Inc.;
- Approval of a General Plan Amendment;
- Approval of a Rezone of the project site to Planned Development and adoption of the development standards; and
- Adoption of the Master Development Plan, Design Review adopting Design Guidelines, and a Resource Management Plan.

Phase I of The Ranch requested the approval of a Planned Development Guidelines Amendment, Master Development Plan Amendment, two Vesting Tentative Subdivision Maps, a Use Permit, and Design Review. The 2020 EIR analyzed Phase I development of MD and LD-3 zoning, including 212 MD units with a 4,500 square-foot (sf) average lot size and 410 units of LD-3 housing across the entire project with an average lot size of 7,000 sf. The proposed Phase I developed larger LD-3 lot sizes and 18 additional MD units than what was evaluated in the 2020 EIR. The increased lot sizes still fell between the established 5,000-sf to 10,000-sf range that was established in a General Plan Amendment that was approved when the 2020 EIR was certified.

Phase I amended the Planned Development Guidelines and Master Development Plan. Edits made to the Planned Development Guidelines included altering lot width, rear and side setbacks of the rear center lot of the T-Court Clusters, and allowed for attached patios to encroach two feet into the rear setback. In addition, the Master Development Plan Amendment was reconfigured so that the location of the on-site trail network would minimize impacts to California tiger salamander habitats. The Phase I consistency memo assessed the alteration to the amendments and found the developments did not result in any impacts beyond what was analyzed in the 2020 EIR.

The Phase I entitlements were approved by the City Council on June 27, 2023.

Figure 1
Phasing Plan



The proposed project is located within the boundaries of The Ranch Project site and would generally involve buildout of Phase II (see Figure 1).

C. PROJECT DESCRIPTION

The following provides a description of the project site's current location and setting, as well as the proposed project components and the discretionary actions required for the project.

Project Location and Setting

The project site is located at 6275 Deer Valley Road, in the City of Antioch, California. The Ranch project site is approximately 551.5-acre, identified by Assessor's Parcel Numbers 057-010-002, 057-010-003, and 057-021-003, and is located within the Sand Creek Focus Area of the City of Antioch General Plan. The approximately 71.8-acre Phase II project site is located within the eastern portion of The Ranch Project site and is surrounded by a single-family residential subdivision to the north, undeveloped land and Sand Creek to the south, the under-construction Phase I of The Ranch Project to the east, as well as the Kaiser Permanente Antioch Medical Center further to the east across Deer Valley Road, and undeveloped land and Empire Mine Road to the west.

Project Components

The proposed project would entail approval of a Vesting Tentative Subdivision Map and Use Permit. The project components are discussed in further detail below.

Vesting Tentative Subdivision Map

The proposed Vesting Tentative Subdivision Map would divide the 71.8-acre Phase II area into 213 residential lots on 37 acres, 12.3 acres of parkland, five acres of open space and trails, 4.2 acres of landscaping, and a 13.3 acre internal roadway network (see Figure 2).

The 213 residential lots would all be Low Density-Conventional (LD-3) with an average lot size of 7,784 sf. Interior streets would include a 56-foot right-of-way (ROW) consisting of two 10-foot travel lanes bordered by curbs, gutters, and five-foot-wide sidewalks. Water, sewer, and stormwater connections would be extended into the project site from the north and east.

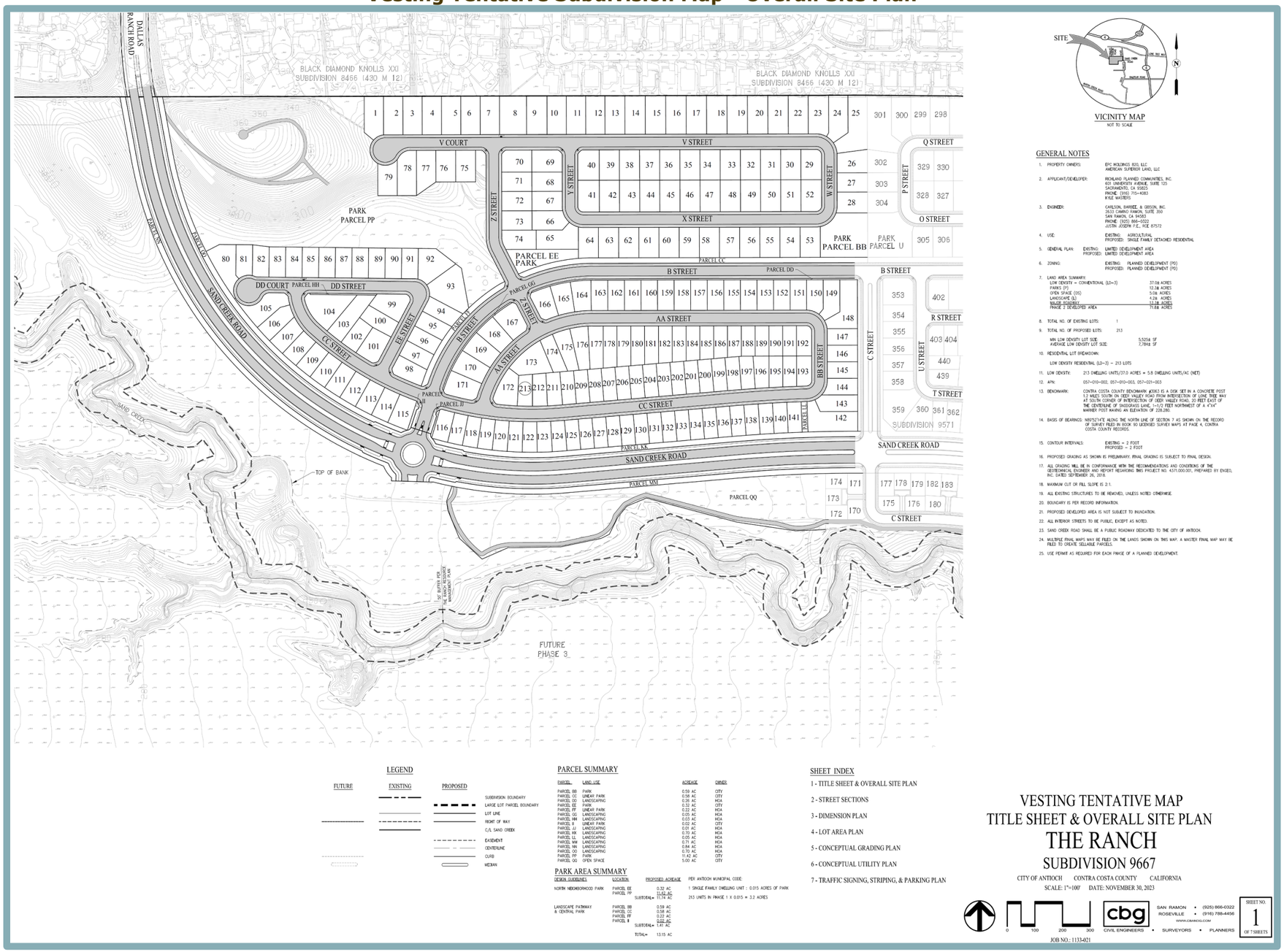
Use Permit

Pursuant to the Antioch Municipal Code Section 9-5.2307(C)(1), a Use Permit shall be required prior to the construction of any phase of an approved Planned Development (PD) District. As such, approval of a Use Permit is required to allow for the development of 213 residential lots, parkland, open space, trails, landscaping, and an internal roadway network within the Phase II area of The Ranch Project site. The intent of the Use Permit is to further clarify the details of the development phase being considered and to ensure that each component complies with the established provisions of the district.

Design Review

Pursuant to the Antioch Municipal Code Section 9-5.2601(A)(1), Design Review shall be required for any new building or construction in any zoning district. The project applicant is not requesting Design Review for the future residences at this time; however, the preliminary landscaping that is included as part of the tentative map is subject to Design Review.

Figure 2
Vesting Tentative Subdivision Map - Overall Site Plan



VICINITY MAP
NOT TO SCALE

GENERAL NOTES

1. PROPERTY OWNERS: EPC HOLDINGS 820, LLC
AMERICAN SUPERIOR LAND, LLC
2. APPLICANT/DEVELOPER: RICHLAND PLANNED COMMUNITIES, INC.
601 UNIVERSITY AVENUE, SUITE 125
SACRAMENTO, CA 95825
PHONE: (916) 715-4083
KYLE WATERS
3. ENGINEER: CARLSON, BARBEE & GIBSON, INC.
2633 CAMINO RAMON, SUITE 350
SAN RAMON, CA 94583
PHONE: (925) 866-0322
JUSTIN JOSEPH P.E., RCE 87572
4. USE: EXISTING: AGRICULTURAL
PROPOSED: SINGLE FAMILY DETACHED RESIDENTIAL
5. GENERAL PLAN: EXISTING: LIMITED DEVELOPMENT AREA
PROPOSED: LIMITED DEVELOPMENT AREA
6. ZONING: EXISTING: PLANNED DEVELOPMENT (PD)
PROPOSED: PLANNED DEVELOPMENT (PD)
7. LAND AREA SUMMARY:

LOW DENSITY – CONVENTIONAL (LD-3)	37.0± ACRES
PARKS (P)	12.3± ACRES
OPEN SPACE (OS)	5.0± ACRES
LANDSCAPE (L)	4.2± ACRES
MAJOR ROADWAY	12.3± ACRES
PHASE 2 DEVELOPED AREA	71.0± ACRES

8. TOTAL NO. OF EXISTING LOTS: 1
9. TOTAL NO. OF PROPOSED LOTS: 213
MIN LOW DENSITY LOT SIZE: 5,525± SF
AVERAGE LOW DENSITY LOT SIZE: 7,784± SF
10. RESIDENTIAL LOT BREAKDOWN:
LOW DENSITY RESIDENTIAL (LD-3) – 213 LOTS
11. LOW DENSITY: 213 DWELLING UNITS/37.0 ACRES = 5.8 DWELLING UNITS/AC (NET)
12. APN: 057-010-002, 057-010-003, 057-021-003
13. BENCHMARK: CONTRA COSTA COUNTY BENCHMARK #2043 IS A DISK SET IN A CONCRETE POST 1.2 MILES SOUTH ON DEER VALLEY ROAD FROM INTERSECTION OF LONE TREE WAY AT SOUTH CORNER OF INTERSECTION OF DEER VALLEY ROAD, 25 FEET EAST OF THE CENTERLINE OF SKIDGRASS LANE, 1-1/2 FEET NORTHWEST OF A 4"x4" MARKED POST HAVING AN ELEVATION OF 228.280.
14. BASIS OF BEARINGS: N89°52'41"E ALONG THE NORTH LINE OF SECTION 7 AS SHOWN ON THE RECORD OF SURVEY FILED IN BOOK 90 LICENSED SURVEY MAPS AT PAGE 4, CONTRA COSTA COUNTY RECORDS.
15. CONTOUR INTERVALS: EXISTING – 2 FOOT
PROPOSED – 2 FOOT
16. PROPOSED GRADING AS SHOWN IS PRELIMINARY. FINAL GRADING IS SUBJECT TO FINAL DESIGN.
17. ALL GRADING WILL BE IN CONFORMANCE WITH THE RECOMMENDATIONS AND CONDITIONS OF THE GEOTECHNICAL ENGINEER AND REPORT REGARDING THIS PROJECT NO. 4.571.000.001, PREPARED BY ENGEO, INC. DATED SEPTEMBER 26, 2018.
18. MAXIMUM CUT OR FILL SLOPE IS 2:1.
19. ALL EXISTING STRUCTURES TO BE REMOVED, UNLESS NOTED OTHERWISE.
20. BOUNDARY IS PER RECORD INFORMATION.
21. PROPOSED DEVELOPED AREA IS NOT SUBJECT TO INUNDATION.
22. ALL INTERIOR STREETS TO BE PUBLIC, EXCEPT AS NOTED.
23. SAND CREEK ROAD SHALL BE A PUBLIC ROADWAY DEDICATED TO THE CITY OF ANTIOCH.
24. MULTIPLE FINAL MAPS MAY BE FILED ON THE LANDS SHOWN ON THIS MAP. A MASTER FINAL MAP MAY BE FILED TO CREATE DELIVERABLE PARCELS.
25. USE PERMIT AS REQUIRED FOR EACH PHASE OF A PLANNED DEVELOPMENT.

LEGEND

FUTURE	EXISTING	PROPOSED	
			SUBDIVISION BOUNDARY
			LARGE LOT PARCEL BOUNDARY
			LOT LINE
			RIGHT OF WAY
			C/L SAND CREEK
			EASEMENT
			CENTERLINE
			CURB
			MEDIAN

PARCEL SUMMARY

PARCEL	LAND USE	ACREAGE	OWNER
PARCEL BB	PARK	0.59 AC	CITY
PARCEL CC	LINEAR PARK	0.58 AC	CITY
PARCEL DD	LANDSCAPING	0.28 AC	HOA
PARCEL EE	PARK	0.33 AC	CITY
PARCEL FF	LINEAR PARK	0.22 AC	HOA
PARCEL GG	LANDSCAPING	0.05 AC	HOA
PARCEL HH	LANDSCAPING	0.03 AC	HOA
PARCEL II	LINEAR PARK	0.02 AC	CITY
PARCEL JJ	LANDSCAPING	0.12 AC	HOA
PARCEL KK	LANDSCAPING	0.19 AC	HOA
PARCEL LL	LANDSCAPING	0.05 AC	HOA
PARCEL MM	LANDSCAPING	0.71 AC	HOA
PARCEL NN	LANDSCAPING	0.84 AC	HOA
PARCEL OO	LANDSCAPING	0.70 AC	HOA
PARCEL PP	PARK	11.42 AC	CITY
PARCEL QQ	OPEN SPACE	5.00 AC	CITY

PARK AREA SUMMARY

DESIGN GUIDELINES	LOCATION	PROPOSED ACREAGE	PER ANTIOCH MUNICIPAL CODE:
NORTH NEIGHBORHOOD PARK	PARCEL EE	0.32 AC	1 SINGLE FAMILY DWELLING UNIT : 0.015 ACRES OF PARK
	PARCEL PP	11.42 AC	
	SUBTOTAL=	11.74 AC	213 UNITS IN PHASE 1 X 0.015 = 3.2 ACRES
LANDSCAPE PARKWAY & CENTRAL PARK	PARCEL BB	0.59 AC	
	PARCEL CC	0.58 AC	
	PARCEL FF	0.22 AC	
	PARCEL II	0.02 AC	
	SUBTOTAL=	1.41 AC	
	TOTAL=	13.15 AC	

SHEET INDEX

1 - TITLE SHEET & OVERALL SITE PLAN
2 - STREET SECTIONS
3 - DIMENSION PLAN
4 - LOT AREA PLAN
5 - CONCEPTUAL GRADING PLAN
6 - CONCEPTUAL UTILITY PLAN
7 - TRAFFIC SIGNING, STRIPING, & PARKING PLAN

VESTING TENTATIVE MAP
TITLE SHEET & OVERALL SITE PLAN
THE RANCH
SUBDIVISION 9667
CITY OF ANTIOCH CONTRA COSTA COUNTY CALIFORNIA
SCALE: 1"=100' DATE: NOVEMBER 30, 2023

0 100 200 300

cbg CIVIL ENGINEERS • SURVEYORS • PLANNERS
SAN RAMON • (925) 866-0322
ROSEVILLE • (916) 788-4456
WWW.CBGINCS.COM

JOB NO.: 1133-021

SHEET NO. 1 OF 7 SHEETS

Requested/Required Entitlements

The proposed project would require the following approvals from the City of Antioch:

- Vesting Tentative Subdivision Map;
- Use Permit; and
- Design Review

D. PROPOSED PROJECT COMPARED TO PHASE II IN 2020 EIR

According to the 2020 EIR, development of the Phase II area would be limited to LD-3 zoning. Although the 2020 EIR did not specify the number of LD-3 units that would be developed during any individual phase of the project, the 2020 EIR anticipated that the maximum number of LD-3 units developed across the three phases of The Ranch Project would be 410 units with an average lot size of 7,000 sf. Phase I developed 210 units of LD-3 housing, which limits Phase II to building a maximum of 200 additional units. However, Phase II is currently proposed to include the development of 213 LD-3 units. Thus, although the proposed LD-3 units would be within the required average lot size, Phase II would include the development of 13 more LD-3 units than was anticipated in the 2020 EIR for full buildout of The Ranch Project. It should be noted that buildout of the final Phase III will be limited to a maximum of 524 units so as not to exceed the total 1,177 units analyzed in the 2020 EIR. Phase I of the project included the development of 8.9 acres of parks, Phase II would develop an additional 12.3 acres for a total of 19.2 acres. The 2020 EIR analyzed a total park build out of 20 acres, limiting Phase III of The Ranch Project to 0.8-acres of parkland. The proposed project's tentative map shows a similar street layout design as the one described in the 2020 EIR.

E. DISCUSSION

New significant effects or other grounds could require preparation of a subsequent EIR or supplemental EIR in support of further agency action on a project pursuant to Public Resources Code Section 21166 and State CEQA Guidelines Sections 15162 and 15163. Pursuant to the Guidelines, a subsequent or supplemental EIR or MND shall be prepared if any of the following criteria are met:

> (a) When an EIR has been certified or a negative declaration adopted for a project, no subsequent EIR shall be prepared for that project unless the lead agency determines, on the basis of substantial evidence in the light of the whole record, one or more of the following:
>
> > (1) Substantial changes are proposed in the project which will require major revisions of the previous EIR or negative declaration due to the involvement of new significant environmental effects or a substantial increase in the severity of previously identified significant effects;
> > (2) Substantial changes occur with respect to the circumstances under which the project is undertaken which will require major revisions of the previous EIR or negative declaration due to the involvement of new significant environmental effects or a substantial increase in the severity of previously identified significant effects; or
> > (3) New information of substantial importance, which was not known and could not have been known with the exercise of reasonable diligence at the time the previous EIR was certified as complete

or the negative declaration was adopted, shows any of the following:

(A) The project will have one or more significant effects not discussed in the previous EIR or negative declaration;
(B) Significant effects previously examined will be substantially more severe than shown in the previous EIR;
(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; or
(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.

The applicability of the criteria to the proposed project is described in the following sections.

Criterion 15162(a)(1)

Substantial changes which would 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 would not occur as a result of the proposed project.

The proposed project would include approval of a Vesting Tentative Subdivision Map that would subdivide that Phase II area into 213 residential lots. The 213 LD-3 units proposed for Phase II, in combination with the 210 LD-3 units approved as part of Phase I, would result in more than 410 LD-3 total units analyzed in the 2020 EIR. However, the amount of land disturbed by project buildout would remain the same as anticipated in the 2020 EIR. The 2020 EIR anticipated that full buildout of The Ranch Project would include a total of 1,117 residential units. Although buildout of Phase II, in combination with Phase I, would exceed the number of LD-3 units anticipated in the 2020 EIR, the combined unit count would not exceed the total number of anticipated residential units. Further environmental review would not be required so long as the total unit count does not exceed 1,117 units after Phase III of The Ranch Project.

Approval of a Use Permit is required for the proposed project to allow for the development of the proposed uses within Phase II of The Ranch Project site. The requested Use Permit would not alter the analysis or conclusions of the previously approved 2020 EIR.

Criterion 15162(a)(2)

New significant environmental effects or a substantial increase in the severity of previously identified significant effects would not occur, and major revisions of the previous EIR would not be required. As discussed above, an EIR which assessed the full buildout of LD-3 development on the project site was certified in 2020. Because significant updates to local, State, and federal regulations have not been adopted since the certification of the previous EIR, as noted in further

detail in the Environmental Impact Analysis section below, substantial changes would not occur with respect to the circumstances under which the project is undertaken.

Criterion 15162(a)(3)

The previously certified 2020 EIR assessed the environmental effects of a proposed residential development on the project site and included mitigation measures to reduce significant impacts related to Aesthetics, Air Quality, Biological Resources, Cultural Resources, Geology and Soils, Greenhouse Gas Emissions and Energy, Hazards and Hazardous Materials, Noise, Public Services and Recreation, and Transportation.

The question of "new information of substantial importance" relates to the current CEQA requirements to assess impacts that were not required at the time the 2020 EIR was certified. Because the 2020 EIR was completed at that time in accordance with the most recent version of the CEQA Appendix G Checklist, all required environmental impact areas were addressed in the 2020 EIR.

The proposed project would consist entirely of land that has already been subject to an EIR, and the same residential densities are proposed in the areas of land previously analyzed. Therefore, extenuating circumstances do not exist that would require subsequent environmental review, and the proposed project would not meet any of the criteria discussed in Sections 15162(a)(3)(A) through 15162(a)(3)(D) of the CEQA Guidelines.

F. ENVIRONMENTAL IMPACT ANALYSIS

The following discussion briefly evaluates each of the applicable CEQA Appendix G environmental resource areas.

Air Quality, Greenhouse Gas Emissions, and Energy

According to the analysis included in the 2020 EIR, the greenhouse gas (GHG) emissions (2.6 metric tons of CO_2 equivalents per year [$MTCO_2e$/yr]) associated with The Ranch Project were determined to exceed the applicable threshold for the year 2030, and a significant and unavoidable impact would occur. As part of the certification of the 2020 EIR, a Statement of Overriding Considerations was adopted by the Antioch City Council, acknowledging that the impact cannot be mitigated to a less than significant level.

It should be noted that the Bay Area Air Quality Management District (BAAQMD) has adopted updated CEQA thresholds of significance for climate impacts from land use projects since the 2020 EIR was prepared. The updated BAAQMD GHG thresholds provide qualitative thresholds related to buildings and transportation and are most appropriately applied to CEQA projects for which a Notice of Preparation is issued and environmental analysis begins after the date of adoption, which occurred on April 20, 2022.

The proposed project would consist of the same area of disturbance and would include the same development types as previously analyzed in the 2020 EIR. Therefore, the intensity of site grading and other associated construction activities would be equivalent to those evaluated in the 2020 EIR. In addition, given that the proposed land uses are the same as those proposed in The Ranch Project, the operational emissions of criteria pollutants, toxic air contaminants, and GHGs would be similar to what was previously analyzed in the 2020 EIR. As discussed further below, the proposed project would generate a negligible increase in vehicle trips as compared to the previously evaluated project. Thus, the increase in vehicle miles traveled (VMT) and associated GHG emissions would also be negligible when compared to the 2020 EIR. Furthermore, provided

that the three phases of The Ranch Project do not exceed the total number of 1,177 units that were analyzed and approved in the 2020 EIR, additional impacts related to air quality, GHG emissions, and energy would not occur during construction or operation of the proposed project.

Based on the above, although the circumstances with respect to the thresholds of significance used to evaluate GHG emissions have changed since the 2020 EIR, the change in circumstances or the proposed project's addition of 13 residential units would not result in any new significant impacts or a substantial increase in the severity of a previously identified significant impact related to air quality, GHG emissions, or energy use. Thus, further environmental review would not be required related to Air Quality, Greenhouse Gas Emissions, or Energy, and all mitigation measures from the 2020 EIR would still be required.

Biological Resources

The proposed project would involve the same project site and the same development types and footprint as those previously evaluated in the 2020 EIR. In addition, the proposed Vesting Tentative Subdivision Map would maintain the location of proposed parks and open spaces. Therefore, the area of disturbance related to buildout of Phase II would not differ from what was anticipated in the 2020 EIR.

Based on the above, the proposed project would not require further environmental review related to Biological Resources, and all mitigation measures from the 2020 EIR would still be required.

Transportation

The 2020 EIR analyzed transportation impacts based on an anticipated total of 410 LD-3 units. Phase I developed 210 LD-3 lots and the proposed project would involve future development of 213 LD-3 units. Based on the ITE Trip Generation Manual, 11th edition, single-family residences generate an average of 9.44 trips per unit per day, with 0.76 during the AM peak hour and 1.00 during the PM peak hour. Accordingly, the 13-unit increase in single-family units associated with the proposed project would result in approximately 23 additional peak hour trips (13 x [1.00+0.76]). Pursuant to Table 3.14-6 of The Ranch EIR, Phase II of The Ranch Project was anticipated to generate 348 total peak hour trips. The additional 23 trips associated with the proposed project would constitute a six percent increase beyond what was anticipated in the 2020 EIR and would not be anticipated to result in any new impacts related to the circulation system. The ultimate extension of Sand Creek Road is planned to have two lanes in both directions for the entire length of the road. However, between the development of Phase I and Phases II and III, the interim portion of Sand Creek Road west of Phase I would have one lane in each direction.

At the time of preparation of the 2020 EIR, analysis of VMT was not a mandatory requirement. Nonetheless, a brief VMT analysis was provided for information purposes in the 2020 EIR. According to the analysis in the 2020 EIR, the VMT associated with The Ranch Project would exceed 85 percent of the existing Bay Area regional VMT per capita, and a significant and unavoidable impact would occur. As part of the certification of the 2020 EIR, a Statement of Overriding Considerations was adopted by the Antioch City Council, acknowledging that the impact cannot be mitigated to a less than significant level. The proposed project's addition of 13 residential units would not alter the conclusion made in the 2020 EIR. Based on the above, the proposed project would not require further environmental review related to Transportation, and all mitigation measures from the 2020 EIR would still be required.

Provided that Phase III does not exceed the total number of 1,177 units that were analyzed and approved in the 2020 EIR, additional impacts related to transportation would not occur. Therefore, the analysis included in the 2020 EIR is adequate.

Public Services, Recreation, Utilities, and Service Systems

The proposed project would involve the same project site and the same development types as those previously evaluated in the 2020 EIR, and the proposed project is located within the jurisdiction of the same police and fire departments, school district, and utility and service system providers. The proposed project would still be subject to all applicable regulations governing structure safety (i.e., the installation of smoke alarms) and the payment of any applicable development impact fees to support utilities and service systems. Of the 229.5 acres of open space analyzed in the 2020 EIR, the five acres proposed for Phase II would not result in further impacts to the project site. In addition, the proposed project would include 12.3 acres of parkland, which would achieve the City's required parkland standard of 0.015 acres of park per single-family dwelling unit for the 213 LD-3 homes. Thus, further environmental review would not be required related to Public Services, Recreation, Utilities, and Service Systems, and all mitigation measures from the 2020 EIR would still be required.

Noise

The proposed project would involve the same area of disturbance and the same development type that was analyzed in the 2020 EIR. Thus, any noise associated with implementation of the proposed project would affect the same noise-sensitive receptors that were considered in the 2020 EIR. Construction would occur on the same project site and would include the same land use types. As a result, construction noise and associated ground borne vibrations would be identical to what was analyzed in the 2020 EIR. Operations of residential land uses are not associated with the generation of substantial noise and vibration. Typically, a doubling of the Average Daily Traffic (ADT) hourly volumes on a roadway segment is required in order to result in an increase of 3 dBA in traffic noise levels, which is the lowest change that can be perceptible to the human ear in outdoor environments. The additional 13 units proposed beyond what was anticipated for Phase II would increase traffic noise from what was analyzed but would not be as substantial as doubling ADT. Therefore, the increase in traffic would not result in a significant increase in traffic noise and the proposed project would not require further environmental review related to Noise. All mitigation measures from the 2020 EIR would still be required.

Land Use/Planning and Population/Housing

The proposed project would involve development of the same land use type on the same project site that was evaluated in the 2020 EIR. Thus, implementation of the proposed project would not result in new impacts related to Land Use/Planning and Population/Housing, and further environmental review is not required.

Remaining Impact Areas

Impacts related to Aesthetics would remain the same under the proposed project as what was identified in the 2020 EIR because the development types would be the same as what was previously analyzed, and the proposed project would be subject to the same rules governing aesthetics and glare. Thus, further environmental review related to Aesthetics is not required, and all mitigation measures from the 2020 EIR would still be required.

The proposed project would result in the same area of disturbance, and would not create more impervious surfaces than what was evaluated in the 2020 EIR. Therefore, an increase in the rate or volume of surface runoff would not occur under the proposed project as compared to the levels

anticipated for the site in the 2020 EIR. Thus, further environmental review related to Hydrology and Water Quality is not required, and all mitigation measures from the 2020 EIR would still be required.

The proposed project would involve development on the same project site that was evaluated in the 2020 EIR. Therefore, the proposed project would involve the identical level of impacts related to the suitability of agricultural land/farmland, the potential discovery of previously unknown cultural or tribal cultural resources, the suitability of soils for development, the presence of potentially hazardous conditions, and the susceptibility of the project site to wildfire. Overall, the impacts that could occur with implementation of the proposed project related to Agricultural and Forestry Resources, Cultural Resources, Geology and Soils, Mineral Resources, Tribal Cultural Resources, and Wildfire would be identical to those previously evaluated in the adopted 2020 EIR, and all mitigation measures from the 2020 EIR would still be required.

Environmental Findings

As presented in the discussions above, the proposed project would not result in any new significant information of substantial importance, new impacts, or an increase in the severity of previously identified significant impacts to any CEQA topic areas that would require major revisions to the 2020 EIR. The feasibility of mitigation measures or alternatives previously identified would not be modified with implementation of the proposed project. In addition, the proposed project would be required to implement all applicable mitigation measures set forth in the 2020 EIR. As a result, new information of substantial importance, which was not known and could not have been known at the time the previous CEQA document was prepared, has not come to light from what has been previously analyzed.

G. CONCLUSION

As established in the discussions above regarding the potential effects of the proposed project modifications, the proposed modified project would not result in any new significant information of substantial importance, new impacts, new or revised alternatives, or an increase in the severity of previously identified significant impacts that would require major revisions to the 2020 EIR. As such, the proposed modified project would not result in any conditions identified in CEQA Guidelines Section 15162, and a subsequent EIR is not required. Therefore, additional environmental review under CEQA would not be required for the proposed project.

H. APPLICABLE MITIGATION MEASURES

All mitigation measures from the 2020 EIR, as presented in the Mitigation Monitoring and Reporting Plan for the 2020 EIR, would be required to be implemented with approval of the proposed project**.**

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

RICHLAND PLANNED COMMUNITIES, INC.

Adopted by the Antioch City Council
on
July 28, 2020

DEVELOPMENT AGREEMENT
BETWEEN
THE CITY OF ANTIOCH
AND
RICHLAND PLANNED COMMUNITIES, INC.

THIS DEVELOPMENT AGREEMENT ("**Agreement**") by and between the City of Antioch, a municipal corporation ("**City**") and Richland Planned Communities, Inc. a California corporation ("**Developer**"), EPC Holdings 820, LLC, a Washington limited liability company and American Superior Land, LLC, a Delaware limited liability company ("**Owners**") (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 September 10, 2020 (the "**Effective Date**") in the following factual context:

RECITALS

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. Developer proposes to develop a master planned residential community commonly known as The Ranch, which would include up to 1,177 new homes, including a mix of low-density, medium-density, estate and age-restricted units, as well as an approximately five (5) acre mixed-use retail village center, parks, trails/trail staging area, open space, and a fire station site on the Property as defined in Recital C, all in accordance with the Project Approvals defined in Recital E of this Agreement (the "**Project**").

C. Owners each own fifty percent of approximately 551.5 acres of certain real property located in the City of Antioch, Contra Costa County more particularly described in Exhibit A (the "**Property**") Owners are passive investors in the Property and enter into this Agreement at Richland's request in connection with Richland's planned development of the Project.

D. In exchange for the covenants contained in this Agreement and the continued commitment of Developer to provide the benefits described in the Project Approvals, when and if the Project proceeds, and in order to encourage the investment by Developer necessary to proceed with the Project, the City is willing to enter into this Agreement to set forth the right of Developer to complete the Project as provided in this Agreement.

E. The City Council has approved the following which collectively are referred to as the "**Project Approvals**":

(1) Resolution No. 2020-13, adopted by the City Council on July 28, 2020 certifying the Environmental Impact Report (EIR) for the Project and adopting the Mitigation Monitoring and Reporting Program for the EIR.

C2

(2) Resolution No. 2020-15, adopted by the City Council on July 28, 2020 approving General Plan Amendment #GP-20-01.

(3) Ordinance No. 2020-16, adopted by the City Council on July 28, 2020 to rezone the Property to Planned Development District (P-D).

(4) Resolution No. 2020-17, adopted by the City Council on July 28, 2020 approving the Master Development Plan #MDP-20-01, Design Review, and Resource Management Plan.

F. On July 1, 2020 at a duly noted public hearing, the Planning Commission of the City of Antioch adopted Resolution No. 2020-14 recommending approval of this Agreement.

G. On July 28, 2020, after a duly noticed public hearing, the City Council considered this Agreement and conducted a first reading of Ordinance No. 2188-C-S approving this Agreement.

H. On August 11, 2020, the City Council conducted a second reading and adopted Ordinance No. 2188-C-S approving this Agreement.

AGREEMENT

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

ARTICLE 1
TERM AND APPLICABLE LAW

1.1 Incorporation of Recitals. The preamble, the Recitals, and all defined terms set forth in both are incorporated into this Agreement by this reference

1.2 Term. The term of this Agreement shall commence as of the Effective Date and continue for ten (10) years thereafter, to and including September 10, 2030 (the "**Term**"), unless sooner terminated or extended as provided herein. The term shall automatically be extended by: (a) any period of Enforced Delay (as defined herein); (b) any period of time during which a lawsuit brought by a third party challenging any aspect of the Project is pending; and/or (c) any period of time during which the filing of a referendum petition or initiative petition delays development of the Project. All such original and extended periods are referred to as the "Term" Upon the issuance of the 421st building permit for residential development and the issuance of building permits for at least thirty-five percent (35%) of the total square footage of commercial development, the Term shall automatically be extended by an additional ten (10) years. The expiration of the Term shall not be interpreted to, and shall not affect, terminate or waive any additional rights that Developer 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 and the term of any Project Approval, may be extended from time to time pursuant to Section 3.4, or ARTICLE 5.

1.3 Applicable Law. The rules, regulations, and official policies governing permitted uses of the Property and density and improvement requirements applicable to development of the

Property in accordance with the Project Approvals shall be the ordinances, rules, regulations, and official policies in force as of the Effective Date (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. As of the Effective Date, the Project Approvals do not include any large lot map(s) or vesting tentative map(s), design review approvals required for the Project, or other potentially necessary entitlements (the "**Subsequent Approvals**"). Such Subsequent Approvals shall be subject to the ordinances, rules, regulations, and official policies in force as of the at the time of the Developer's application for such Subsequent Approvals to the extent they are consistent with the Project Approvals. The Project shall be subject to all conditions of approval imposed as conditions of such Subsequent Approvals. Upon approval, each Subsequent Approval shall become part of the Project Approvals for purposes of this Agreement.

ARTICLE 2
COVENANTS OF DEVELOPER

2.1 Obligations of Developer Generally. Developer shall have no obligation to proceed with or complete the Project at any particular time or at all, except to the extent this Agreement requires Developer to submit its application for a vesting tentative map for Phase 1 of the Project within the timeframe set forth in Section 2.6.1. However, to the extent that Developer proceeds with the Project, it shall comply with the Applicable Law, as defined in Section 1.2.

2.2 Development of the Property. Developer hereby agrees that development of the Project shall be in accordance with the Project Approvals, including any conditions of approval and the mitigation measures for the Project as adopted by the City, and any amendments to the Project Approvals as may, from time to time, be approved pursuant to this Agreement.

2.3 Fees. Developer shall pay when due all generally applicable fees in effect, and at the rates and in the amounts applicable, at the time of payment. Developer shall pay project specific fees as required by the Project Approvals. *Generally applicable fees* are those fees of the City that are applicable to (a) all similar residential projects, or (b) all construction work similar in nature to work required by the Project Approvals. *Generally applicable fees* include development impact fees adopted after the Effective Date. *Project specific fees* are fees imposed by the Project Approvals that are not generally applicable fees. In addition, Developer 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 of subsequent submittals for any Project Approvals granted or issued, as such fees and charges are adjusted from time to time.

2.4 Improvements. Developer shall construct the public and private improvements and make all dedications required by, and more particularly described in the Project Approvals, including but not limited to large lot and vesting tentative maps approved for the Project as subsequent approvals. Developer 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 a good and workerlike manner, as approved by the City Engineer.

2.5 Subdivision and Other Agreements; Multiple Final Maps. Developer 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. Developer may phase the Project in accordance with the Phasing Plan provided, and may file multiple final maps in accordance with Section 3.4 below.

2.6 Specific Development Obligations. In addition to the conditions of approval contained in the Project Approvals, the Developer and the City have agreed that the development of the Project is subject to certain specific development obligations as described herein. These specific development obligations, together with the other terms and conditions of this Agreement, provide the incentive and consideration for the City entering into this Agreement.

2.6.1 Vesting Tentative Map. Within 18 months of the Effective Date of this Agreement, Developer shall submit a complete application for a vesting tentative map for Phase 1 of the Project in accordance with the requirements of the Subdivision Map Act (Gov't Code §§ 66401 *et seq.*) and the City's Subdivision Ordinance (Antioch Municipal Code, Title 9, Chapter 4). Failure to submit the complete application for such vesting tentative map within the timeframe provided herein shall constitute a material default under this Agreement, and a basis for termination of this Agreement. The City shall not have the remedy of specific performance for a default under this Section 2.6.1.

2.6.2 Transportation and Circulation Improvements. In addition to all roadway and circulation improvements required as conditions of the vesting tentative maps processed for the Project, the Developer shall comply with and implement the roadway and circulation improvements identified in Exhibit B, attached hereto and incorporated herein by this reference.

2.6.3 Fire District MOU. Developer shall enter into a Memorandum of Understanding with the Contra Costa County Fire District (the "**Fire District**") regarding the dedication of an approximately two-acre parcel south of the mixed-use retail village center and southwest of the future intersection of Sand Creek Road and Deer Valley Road within the Property for the development of a new fire station and the establishment of a Community Facilities District (the "**Fire Services CFD**") or annexation of the Property into an existing CFD, for the purpose of funding the Fire District's fire and emergency services operations to offset the annual fiscal impacts of the Project on the District's fire and emergency services. Developer and Fire District shall enter into such MOU prior to issuance of the first final subdivision map.

2.6.4 Community Facilities District(s)

(a) Annexation into CFD No. 2018-01 and 2018-02.

(i) Developer acknowledges the existence of Community Facilities District No. 2018-01 Public Services ("**CFD No. 2018-01**") and Community Facilities District No. 2018-02 Police Protection ("**CFD No. 2018-02**") which were created pursuant to the

Mello-Roos Community Facilities Act, as set forth in Government Code Section 53311 *et seq.* for the purpose of funding certain City public services, and police services to assist the City in meeting a police force level within a range of 1.2 to 1.5 officers per 1,000 residents as set forth in Performance Standard 3.5.3.1 of the General Plan. Developer voluntarily consents to and prior to recordation of each final subdivision map for the Project shall take whatever affirmative action it needs to take on its part to ensure that the portion of the Project and Property for which such final subdivision map is recorded is subject to the assessments of CFD No. 2018-01 and CFD No. 2018-02, which includes without limitation, voting to annex to said CFD No. 2018-01 and CFD No. 2018-02.

(b) Richland may request in writing that the City establish one or more CFDs pursuant to the Mello-Roos Act to finance infrastructure, public facilities and development impact fees it may be required to construction in connection with the Development of the Property. Richland shall vote in favor of each such CFD assuming the CFDs are formed in accordance with Section 3.11 of this Agreement.

2.6.5 Project Labor Agreement. Developer represents and warrants that it has entered into a Community Workforce and Training Agreement for the Ranch Project with four local unions (the "**Project Labor Agreement**"), which Project Labor Agreement shall apply to the Project and will ensure work and training opportunities for the membership of the named unions, which represent their respective trades in Antioch and the surrounding area and are affiliated local unions in the Contra Costa Building and Construction Trades Council.

2.6.6 Dedication of Trail Staging Area. Developer shall offer to dedicate to the East Bay Regional Parks District (or other qualified third party entity approved by the City), free and clear of encumbrances, approximately one acre of land located on the western edge of the project site for a trail staging area and parking lot. The trail staging area and parking lot shall be reserved for dedication at the recordation of the final subdivision map for Phase 3. The trail staging area shall be subject to a separate agreement between Richland and the East Bay Regional Parks District (or other qualified third-party entity), which separate agreement shall state the specific timing of improvements and dedication. Such agreement shall be a condition precedent to the issuance of the first building permit for the Project.

2.6.7 Dedication of Open Space. Developer shall dedicate the areas designated as Open Space in the Project Approvals as open space to be maintained in accordance with the Open Space/Public Use Zoning District established by the City's Zoning Code (Antioch Municipal Code, Title 9, Chapter 5.). The open space may be maintained through various means including, but not limited to, dedication to the City, recordation of conservation easements granted to a certified third-party land trust, dedication to a park district, dedication to a flood control district, formation or annexation into a Geologic Hazard Abatement District which would receive dedication of land; or other legally available mechanism, provided that the entity to which such land will be dedicated, and the means of maintaining such property shall be subject to City approval, which approval shall not be unreasonably withheld. Dedication of open space property shall occur prior to the recordation of the final subdivision map for each phase of the Project, but may, at Richland's discretion, occur concurrently.

2.6.8 School Mitigation. Developer agrees to make commercially reasonable efforts to schedule meetings with the Superintendent of the Antioch Unified School District (the "School District") to discuss any potential impacts that the Project could have on the School District that are not mitigated through the payment of the mandated school impact fees for the Project, and to negotiate in good faith toward an agreement to mitigate any such impact between the Effective Date and December 31, 2020. In the event that the District and Developer, cannot reach agreement on the terms of an agreement to mitigate the impact to the District by December 31, 2020 despite good faith efforts by the Developer, the Developer shall be relieved of any further obligations under this Sections 2.6.8.

2.6.9 Additional Funding for Economic Development. Despite City efforts to encourage employment-generating uses in the Sand Creek Focus Area in particular, the City continues to maintain an imbalance between the number of housing units and available high-quality jobs in the City. In furtherance of the City's efforts to encourage economic development and employment generating uses in the City, Developer shall pay Two Million Five Hundred Thousand Dollars ($2,500,000) to the City to be used for economic development purposes in the City, in the City's sole and absolute discretion (the "**Economic Development Payment**"). The Economic Development Payment shall be due and payable in three equal payments due at the following triggers: (i) upon recordation of the first final map; (ii) issuance of the 250th building permit, and (iii) issuance of the 500th residential building permit.

ARTICLE 3
COVENANTS OF THE CITY

3.1 Obligations of City Generally. The City shall act in good faith to accomplish the intent of this Agreement. City shall cooperate with Developer so that it receives the benefits of and the rights vested by this Agreement, including obtaining from other governmental entities necessary or desirable permits or other approvals for the Project.

3.2 No Conflicting Enactments. The City may adopt new or modified rules, regulations or official policies after the Effective Date, and such new or modified rules, regulations, or official policies shall be included within the Applicable Law; provided, however, such new or modified rules, regulations, or official policies (whether adopted by action of City Council or other body or personnel, by initiative, by referendum, or otherwise) shall be applicable to the Project, and/or to any development on the Subject Property, only to the extent that such application does not modify the Project, does not prevent or impede development of any portion of the Property pursuant to Applicable Law, and does not conflict with this Development Agreement. Any new or modified rule, regulation or official policy (whether adopted by action of the City Council or other body or personnel, by initiative, by referendum, or otherwise) shall be deemed to conflict with this Development Agreement if it seeks to accomplish any one or more of the following results, either with specific reference to the Project or to any development of the Property, or as part of a general enactment that would otherwise apply to the Property:

3.2.1 Reduce the density or intensity of the Property as allowed by the Applicable Law;

3.2.2 Reduce the density or intensity of development allowed on the Property under the Applicable Law;

3.2.3 Change any General Plan or Zoning Code land use designation or permitted use of the Property as described in the Applicable Law;

3.2.4 Require, for any work necessary to develop the Project on the Property, the issuance of permits, approvals, or entitlements by City other than those required by Applicable Law; or

3.2.5 Materially limit the processing of, the procuring of applications for, or approval of Project Approvals.

Nothing in this Agreement shall restrict the City's discretion to impose conditions of approval on one or more vesting tentative maps that must be approved as part of the Project in accordance with the Subdivision Map Act and the Subdivision Ordinance.

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 are as set forth in the Project Approvals, which City confirms and vests by this Agreement.

3.4 Life of Project Approvals. By approval of this Agreement, City extends and vests the term of any vesting tentative map included in the Project Approvals for the Term (including any subsequent extensions). The Term and the term of any 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 shall expire no sooner than (a) this Agreement or (b) the term otherwise applicable to the Project Approval if this Agreement were not in effect, whichever occurs later. The City shall not require Developer to enter into any subdivision or other agreement that is inconsistent with this Agreement or the Project Approvals, provided however that the Parties agree and understand that the vesting tentative maps will include conditions of approval in addition to those included in the Project Approvals, and Developer will be required to enter into Subdivision Improvement Agreements as set forth in Section 2.5 above. The City shall allow Developer to file multiple final maps in accordance with Section 66456.1 of the Map Act.

3.5 Conflict of City and State or Federal Laws. In the event that federal or state laws or regulations enacted after the Effective Date prevent or preclude compliance with one or more provisions of this Development Agreement, each Party shall provide the other Party with written notice of such federal or state law or regulation, a copy of such law or regulation, and a statement concerning the conflict with the provisions of this Development Agreement. The Parties shall, within thirty (30) days, meet and confer in good faith in a reasonable attempt to modify this Development Agreement so as to comply with such federal or state law or regulation. City, without the obligation to incur costs or liability, shall reasonably cooperate with Developer in securing of any permits, approvals, or entitlements that may be required as a result of modifications or suspensions made pursuant to this section.

3.6 Life of Legislative Approvals and Project Approvals. The term of any Project Approval shall be automatically extended for the longer of the Term of this Development Agreement or the term otherwise applicable to such Legislative Approval or Project Approval.

3.7 Timing of Construction and Completion. The Parties acknowledge that Developer cannot at this time predict when or the rate at which the Project will be constructed. The Parties agree that there is no requirement that Developer initiate or complete construction of the Project within any particular period of time, or at all, and City shall not impose such a requirement on Developer, the Property, or any Project Approval. In light of the foregoing, the Parties agree that Developer may construct the Project at the rate and time Developer deems appropriate within the exercise of its reasonable business judgment, subject to Applicable Law and the terms of this Agreement. Further, Developer may implement the Project in phases, from east to west, and from north to south, in Developer's reasonable discretion.

3.8 Processing Project Approvals. Upon submission by Developer of any application for a Project Approval, City shall cooperate and diligently work to promptly process, consider, and approve such application, and shall apply only Applicable Law and any applicable federal or state laws. City shall retain its discretionary authority in its consideration of any and all Project Approvals that involve discretionary decisions; provided, however, such consideration shall be regulated solely by the Applicable Law, any applicable federal or state law, and this Development Agreement.

3.9 Eminent Domain. Developer shall obtain all real property interests necessary to allow it to construct improvements required by the Project Approvals and this Agreement, and any subsequent approvals. Notwithstanding the foregoing, in the event an affected property owner has rejected an offer by Developer, based upon fair market value as determined by an appraisal prepared by a certified appraiser approved by the City, the City shall assist Developer upon its request in obtaining any real property interests necessary for the public improvements. Specifically, the City shall promptly negotiate and seek to purchase of the necessary property, including the possible consideration of the City's use of its power of eminent domain to acquire such real property interests. Developer shall pay all costs associated with any acquisition or condemnation proceedings, subject to reimbursement of pro rata share from other benefiting landowners.

3.10 Formation of Services Community Facilities District(s).

3.10.1 The City agrees that upon receipt of Richland's written request and application and the deposit with City of sufficient funds to pay the City's costs to undertake the proceedings to establish any particular CFD, City shall conduct proceedings to establish the respective CFD(s) and Richland shall cooperate in the conduct of such proceedings. Richland acknowledges that this Agreement cannot obligate the City Council to establish the CFD(s) at the conclusion of those proceedings. If adopted, a Facilities CFD Tax levied by such CFD (the "**Facilities CFD Tax**") shall be authorized to be levied on assessor's parcels in the CFD for which a building permit for residential construction and a certificate of occupancy or final inspection has been issued ("**Occupied Residential Property**") within each CFD to fund, in order of priority: (a) administrative expenses of the CFD; (b) scheduled debt service on bonds for the CFD that are issued to fund eligible public facilities (including, as may be permitted by the City, public facilities

in lieu of Contributions); (c) replenishment of a reserve fund for the bonds; and (d) on a pay as you go basis, eligible public improvements and public facilities funded through eligible fee programs (including, as may be permitted by the City, public facilities in lieu of Contributions) including acquisition of right-of-way. The annual Facilities CFD Tax amount shall be increased each fiscal year, beginning with the fiscal year following the formation of the CFD, by a percentage equal to two percent (2%) of the prior year's levy.

3.10.2 Facilities CFD Tax shall only be authorized concurrent with, or subsequent to, the authorization of taxes levied on the Property by CFD No. 2018-01, CFD No. 2018-02 and the Fire Services CFD (collectively, the "**City Public Services/Public Safety Tax**"), and under no circumstances shall Facilities CFD Tax be authorized before, or without the concurrent authorization, of the City Public Services/Public Safety Tax.

3.10.3 City agrees that the maximum effective tax rate for assessor's parcels within each CFD, including without limitation, Facilities CFD Tax and City Public Services/Public Safety Tax, may not exceed two percent (2.0%) of the reasonably expected value of the parcel with planned vertical improvements determined at the time of approval of the CFD and the Rate and Method of Apportionment.

3.10.4 City agrees to use reasonable efforts to develop and implement the CFD(s) subject to public hearing and election requirements of applicable State and, if tax-exempt bonds are to be issued, federal law, the existing regulations and the customary and reasonable industry standards for the development of such financings for CFD(s). Richland and City acknowledge and agree that the establishment of a CFD for facilities and services and the issuance of bonds supported by the special taxes are dependent on many factors that are not known at this time. The viability of the financing, the amount of special taxes for debt service, and available bond proceeds will be dependent on several factors existing at the time the bonds are sold, including, but not limited to, the financial markets, interest on tax exempt financings, housing market, value of homes in the area, absorption rates for home sales in the area, bond underwriting criteria and ratings by bond-rating agencies.

3.11 In the event that a CFD for facilities is established as outlined above, City agrees to participate at Richland's written request in the formation of a Joint Community Facilities Agreement ("**JCFA**") with Antioch Unified School District, Contra Costa County, and/or any special district within the County (i.e., East Bay Regional Parks District or the County Flood Control District) for the financing of public improvements or development impact fees required in connection with the development of the Property.

3.12 Vested Development Rights. The City confirms and grants to Developer the vested right to pursue the Project in accordance with the Applicable Law and Project Approvals (once they are granted), and the provisions of this Development Agreement, including, without limitation, Developer's vested right to develop the Project on the Property. In the event of any conflict or inconsistency between this Development Agreement and the Applicable Law or between this Development Agreement and any Project Approvals, this Development Agreement shall prevail and control to the fullest extent legally possible. This Agreement shall be enforceable as set forth in Section 10.2 below. No subsequently adopted ballot measures or initiatives shall have any application to the Property or Project unless expressly consented to by the Developer.

ARTICLE 4
CITY RESERVATIONS OF AUTHORITY

4.1 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:

4.1.1 City Regulations regarding processing fees and charges, enacted after the Effective Date, provided such procedures are uniformly applied on a City-wide basis to all substantially similar types of development projects and properties.

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

4.1.3 City Regulations governing construction standards and specifications, enacted after the Effective Date, 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.

4.1.4 City Regulations enacted after the Effective Date 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.

4.1.5 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."

ARTICLE 5
AMENDMENT

5.1 Amendment to Approvals. To the extent permitted by state and federal law, any Project Approval or Subsequent Project Approvals (hereafter in this ARTICLE 6, an "**Approval**") may, from time to time, be amended or modified in the following manner.

5.1.1 Administrative Project Amendments. Upon the written request of Developer 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.

5.1.2 Non-Administrative Project Amendments. Any request of Developer 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.

5.1.3 Project Amendment Exemptions. Amendment of an Approval requested by Developer 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.

5.2 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:

5.2.1 Administrative Agreement 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 Developer. Such amendments ("**Administrative Agreement Amendment**") shall, except to the extent otherwise required by law, become effective without notice or public hearing.

5.2.2 Non-Administrative Agreement Amendments. Any request of Developer 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 6
ASSIGNMENT, TRANSFER AND MORTGAGEE PROTECTION

6.1 Assignment of Interests, Rights and Obligations. Nothing herein limits the right of Developer to freely alienate or transfer all or any portion of the Property. However, Developer may only 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**"), subject to the requirements for City's consent set forth in this ARTICLE 6, 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**"). City consent shall not be required if Developer transfers all or a portion of the Subject Property to an Affiliated Party. An "**Affiliated Party**" is defined as any corporation, limited liability company, partnership or other entity that is controlling of, controlled by, or under common control with Developer, 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.

6.2 Transfer Agreements.

6.2.1 Written Agreement. In connection with a Transfer by Developer (other than a Transfer by Developer to an Affiliated Party (as defined in Section 6.1), to a Mortgagee (as defined below in 6.4) or to a Home Purchaser (as defined below in 6.3)), Developer 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 Developer and the Transferee in and under the Agreement and the Project Approvals. Such Transfer Agreement may (i) release Developer 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 Developer to be necessary or appropriate in connection with the transfer or assignment. Developer 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 Developer. City shall not withhold its consent unless the City reasonably determines that the Transferee, or an entity with similar or related ownership or control as 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 does not consent to the Transfer, City shall provide its reasons in writing and shall meet with Developer in good faith to determine what additional information may be necessary for City to provide its consent. Such a process shall not extend beyond a 30 day period.

6.2.2 Binding. Any Transfer Agreement shall be binding on Developer, the City and the Transferee, but shall not release Developer absent express language in the Transfer Agreement. Upon recordation in the Official Records of Contra Costa County of any Transfer Agreement , Developer shall be released from those obligations assumed by the Transferee therein, subject to the provisions of 6.2.1 above.

6.3 Home Purchaser. The burdens, obligations and duties of Developer 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.

6.4 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 Developer 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.

6.4.1 Mortgagee Not Obligated. The provisions of 6.4 notwithstanding, no Mortgagee shall have any obligation or duty under this Agreement to construct or complete the Project, 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.

6.4.2 Notice of Default to Mortgagee. If the City receives a written notice from a Mortgagee or from Developer requesting a copy of any notice of default given Developer and specifying the address for notice, then the City shall deliver to the Mortgagee at the Mortgagee's cost, concurrently with delivery to Developer, any notice with respect to any claim by the City that Developer has committed an event of default. Each Mortgagee shall have the right during the same period available to Developer 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 7
COOPERATION IN THE EVENT OF LEGAL CHALLENGE, INDEMNITY

Developer, 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 concerning: (a) the validity, legality, or constitutionally of any term, condition, obligation, fee, dedication, or exaction required or imposed by this Development Agreement; (ii) the procedures utilized in or the sufficiency of the environmental review associated with this Development Agreement; and (iii) the implementation of this Development Agreement through such further actions, measures, procedures, and approvals as are necessary to satisfy the Development Agreement's requirements. Developer shall defend the City with qualified legal counsel subject to the approval of the City Attorney, which approval shall not be unreasonably

withheld, conditioned, or delayed. Developer shall pay all costs, damages, attorney's fees, and other court-ordered costs awarded to any third party in any legal action in which Developer's duties to defend, indemnify, and hold the City harmless arise under this Article. The City shall promptly notify Developer of any action filed and the Parties shall cooperate fully in the defense of such action.

The Parties expressly recognize that the obligation stated in this Article do not require or contemplate that Developer shall indemnify or hold harmless or be responsible for any error, omission, intentional act, negligent act, or default of, or any injury caused by, any homeowners association or any City department or dependent special district that is formed by or the receives funding as a result of any term or condition of this Agreement.

ARTICLE 8
DEFAULT; TERMINATION; ANNUAL REVIEW

8.1 Default.

8.1.1 Remedies in General; No Damages. Except as provided in Section 2.6.1, City and Developer agree that, as part of the bargained for consideration of this Agreement, in the event of default by either Party, the only remedy shall be declaratory relief or specific performance of this Agreement. 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. 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 the remedies expressly provided. Following notice and expiration of any applicable cure periods and completion of the dispute resolution process set forth in ARTICLE 9 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. As noted above, in no event shall either Party be liable for any damages. Any legal action to interpret or enforce the provisions of this Agreement shall be brought in the Superior Court for Contra Costa County, California.

8.1.2 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.

8.1.3 Procedure for Default by Developer. If Developer 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 9 below, City may institute legal proceedings against Developer pursuant to this Agreement, and/or give notice of intent to terminate or modify this Agreement to Developer 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**"). Developer shall have the right to offer written and oral testimony prior to or at the time of the Default 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 Developer by certified mail and the Agreement shall thereby be terminated 30 days thereafter; provided, however, that if Developer 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 8.1.3 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.

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

8.2 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, pandemics, casualties, acts of God, enactment or imposition against the Project of any moratorium, or any time period for legal challenge of such moratorium by Developer, 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 Developer'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 Developer. 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.

8.3 Annual Review. Throughout the Term, at least once every 12 months, City may request that Developer provide City with a written report demonstrating its good-faith compliance with the terms of this Agreement (the "**Written Report**"). The City Manager and City Attorney shall review the Written Report to determine whether Developer is in good-faith compliance with the terms of the Agreement and, if they have concerns about Developer'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 Developer 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 Developer' performance. Developer shall be permitted an opportunity to respond to the City's evaluation of Developer's performance, either orally at a public hearing or in a written statement, at Developer's election. Any written 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 Developer 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 Developer 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 Developer in writing of the City's determination after a Periodic Review, then it shall be conclusively presumed that Developer has complied in good faith with the terms and conditions of this Agreement during the year covered under the Written Report.

8.4 Notice of Compliance. Within 30 days following any written request which Developer 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 Developer 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 Developer and that there are no uncured defaults in the performance of Developer, except as may be represented by Developer.

ARTICLE 9
DISPUTE RESOLUTION

9.1 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.

9.2 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 9.2.

9.3 Mediation. Within 30 days following the written request to negotiate, either Party may initiate non-binding mediation (the "**Mediation**"), conducted by JAMS, 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 30 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 30 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.

9.4 Injunction. Nothing in this ARTICLE 9 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 10
MISCELLANEOUS

10.1 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.

10.2 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.

10.3 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.

10.4 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 Developer, and no presumption or rule that ambiguities shall be construed against the drafting party shall apply to the interpretation or enforcement of this Agreement.

10.5 Covenants Running with the Land. Subject to the Transfer provisions in ARTICLE 6, 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 Developer, and each successive owner of all or a portion of the Property, during its ownership of such property.

10.6 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.

10.7 No Agency, Joint Venture or Partnership. The City and Developer disclaim the existence of any form of agency relationship, joint venture or partnership between the City and Developer. 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 Developer.

10.8 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.

10.9 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, or (ii) delivery by messenger, express or air courier or similar courier, 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
With a mandatory copy to:	City Attorney City of Antioch 200 H Street Antioch, CA 94509 Telephone: (925) 779-7015
If to Developer, to:	Richland Planned Communities, Inc. Attention: Kyle Masters 3000 Lava Ridge Drive, Suite 115 Roseville, CA 95661 Telephone: (916) 772-3330
With a mandatory copy to:	Richland Planned Communities, Inc. Attention: General Counsel 3161 Michelson Drive, Suite 425 Irvine, CA 92612 Telephone: (949) 261-7010

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 or electronic mail 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.

10.10 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 Developer. The following exhibits are attached to this Agreement and incorporated for all purposes:

Exhibit A	Property Description
Exhibit B	Roadway and Circulation Improvements

10.11 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.

10.12 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 Developer and the City as of the Effective Date.

CITY:

City of Antioch, a municipal corporation

By: _____
Ron Bernal, City Manager

APPROVED AS TO FORM:

By: _____
Thomas Lloyd Smith, City Attorney

ATTEST:

By: _____
Arne Simonsen, MMC, City Clerk

DEVELOPER

Richland Planned Communities, Inc., a California corporation

By: _____
John Troutman, Vice President

EPC HOLDINGS 820, LLC, a Washington limited liability company

By: _____
John Troutman, Vice President

AMERICAN SUPERIOR LAND, LLC, a Delaware limited liability company

By: _____
John Troutman, Vice President

APPROVED AS TO FORM:

By: _____
Katherine J. Hart, Land Use Counsel

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By: _____
John Troutman, Vice President

APPROVED AS TO FORM:

By: _____
Katherine J. Hart, Land Use Counsel

EXHIBIT B

ROADWAY AND CIRCULATION IMPROVEMENTS

In addition to those roadway and circulation improvements to be constructed and/or dedicated by Developer as conditions of the vesting tentative maps to be approved for the Project, Developer shall construct the following improvements:

- Developer shall construct, at Developer's cost, Sand Creek Road as a two-lane roadway (one lane in each direction) from Deer Valley Road easterly to Dozier Libbey Road along the ultimate alignment of Sand Creek Road. Construction of such two lanes shall be completed prior to issuance of the 421nd residential building permit within the Project. Further, in the event that the interior two lanes of this segment of Sand Creek Road are added as a project to be funded through the East Contra Costa Regional Fee and Financing Authority ("**ECCRFA**") transportation development impact fee program (the "**Fee Program**"), and the ECCRFA Board designates the Sand Creek Road extension, including this segment, as the next priority project behind the James Dolan extension project to be funded through the Fee Program, or in the alternative if ECCRFA has funded all other projects in the Fee Program with funding priority over the Sand Creek extension prior to the issuance of the 600th building permit for the Project, Developer shall construct two additional lanes to complete Sand Creek between Deer Valley Road and Dozier Libbey Road as a complete four lane arterial to match with proposed improvements for Tentative Subdivision Map 9249. Developer shall acquire and pay for all necessary right of way for said improvements, provided that Section 3.9 of this Agreement shall apply to such acquisition. As these improvements would provide benefit for other development projects in the area, City shall require that property owners that apply for future discretionary entitlements for property abutting this segment of Sand Creek Road, as a condition of approval for said discretionary entitlements, shall reimburse Developer for the cost of improvements abutting their property that the City would otherwise require to be constructed by the abutting property owner. Developer may also seek fee credits and/or reimbursement from ECCRFA for the construction of the interior two lanes of this segment, if it is added to the Fee Program. If required to be constructed pursuant to this paragraph, the exterior two lanes shall be completed and open to public use prior to the earlier of issuance of the 600th building permit for the Project or completion of Sand Creek Road as a four-lane arterial from Dozier Libbey Road to Highway 4.

- Developer shall construct, at Developer's cost, Sand Creek Road as a complete four-lane arterial from Deer Valley Road westerly to Dallas Ranch Road with two large radius roundabouts. Timing of construction of these improvements shall be as outlined in the Transportation Element of the Draft EIR prepared for the Project and location of the roundabouts shall be determined as part of the vesting tentative map approval for the Project. These improvements are developer's financial responsibility.