

(2) Adopt a resolution approving an amendment to the Land Use Element of the General Plan to change land use designation from CC (Community Commercial) To HR (High Density Residential);

RESOLUTION NO.

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
NEWARK APPROVING AN AMENDMENT TO THE LAND
USE ELEMENT OF THE GENERAL PLAN TO CHANGE
LAND USE DESIGNATION FROM CC (COMMUNITY
COMMERCIAL) TO HR (HIGH DENSITY RESIDENTIAL)

WHEREAS, in response to the application filed by Integral Communities for a 85-unit residential townhome-style subdivision on the northeast corner of Cedar Boulevard and Mowry School Road (APN: 901-0195-039), the City of Newark has prepared the proposed amendment to the Newark General Plan (GP-14-7) to change the land use designation of the subject property within the boundaries of Vesting Tentative Tract Map 8166 from CC (Community Commercial) to HR (High Density Residential); and

WHEREAS, the proposed amendment would implement Policy LU-1.2 of Chapter 3, Land Use, of the Newark General Plan adopted December 12, 2013 by facilitating development on vacant land, thereby creating new neighborhoods along the Greater NewPark Mall area; and

WHEREAS, the proposed amendment is consistent with existing goals, policies and objectives contained in the Newark General Plan with respect to the promotion of balanced land use; and

WHEREAS, an Initial Study and Mitigated Negative Declaration (E-14-6) have been prepared for this project in accord with the California Environmental Quality Act and circulated for a 20-day review period to all surrounding jurisdictions, public agencies, and interested individuals; and

WHEREAS, the City Council has read, reviewed, and considered the information contained in the Initial Study and Mitigated Negative Declaration and conducted a public hearing on the proposed amendment to the Newark General Plan for the subject property as shown on Exhibit A, and discussed, evaluated, analyzed, reviewed, and considered the information presented in said hearing; and

WHEREAS, the City Council did review and use their independent judgment to consider the Mitigated Negative Declaration at the public hearing; and

WHEREAS, based upon the finding that approval of the project will not have a significant effect on the environment, the City Council adopted a Mitigated Negative Declaration; and

WHEREAS, pursuant to California Government Code Sections 6061 and Section 65353, a public hearing notice was published in The Argus on May 31, 2014, and the City Council held

a public hearing on said application at 7:30 p.m. on June 12, 2014 at the City Administration Building, 37101 Newark Boulevard, Newark, California.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Newark hereby approves General Plan Amendment, GP-14-7, with Exhibit A, based on a review of the Initial Study and Mitigated Negative Declaration, staff report, staff presentation, and public comments received, with the finding that the proposed amendment is consistent with all other goals and policies of the Newark General Plan.

(3) Introduce an ordinance amending Title 17 (Zoning) of the Newark Municipal Code and Section 17.44.010 “Zoning Map” by rezoning all that real property shown on Vesting Tentative Tract Map 8166 from CC (Community Commercial) to R-1,500 (High Density Residential – 1,500);

ORDINANCE NO.

ORDINANCE OF THE CITY COUNCIL OF THE CITY OF NEWARK AMENDING TITLE 17 (ZONING) OF THE NEWARK MUNICIPAL CODE AND SECTION 17.44.010 "ZONING MAP" BY REZONING ALL THAT REAL PROPERTY SHOWN ON VESTING TENTATIVE TRACT MAP 8166 FROM CC (COMMUNITY COMMERCIAL) TO R-1,500 (HIGH DENSITY RESIDENTIAL -1,500)

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

Section 1: Pursuant to Section 17.80.070 of Title 17 (Zoning) of the City of Newark Municipal Code, the City Council of the City of Newark does hereby find that the zoning change embodied in this ordinance is necessary and desirable to achieve the purposes of Title 17 (Zoning) of the Newark Municipal Code; is consistent with the policies, goals, and objectives of the General Plan; and promotes the public health, safety, morals, comfort, convenience, and general welfare of the residents of the City of Newark.

Section 2: Title 17 (Zoning) and Section 17.44.010 "Zoning Map" thereof, being the City of Newark Zoning Regulations, are hereby amended by rezoning and redistricting the territory in the City of Newark, County of Alameda, State of California, from CC (Community Commercial) to R-1,500 (High Density Residential – 1,500), hereinafter described as follows:

All that real property designated as Vesting Tentative Tract Map 8166 in the City of Newark, County of Alameda, State of California as shown on Exhibit A attached hereto and incorporated herein by reference

Section 3: Effective Date. This ordinance shall take effect thirty (30) days from the date of its passage. Before expiration of fifteen (15) days after its passage, this ordinance shall be published in The Argus, a newspaper of general circulation published and printed in the County of Alameda and circulated in the City of Newark.

(4) Adopt a Resolution approving an alternative means of compliance with the Inclusionary Housing Ordinance for the Cedar Townhomes Project; making findings related to the use of an Alternative Means Of Compliance; and authorizing the Mayor to sign the Affordable Housing Obligation Satisfaction Agreement;

RESOLUTION NO.

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NEWARK APPROVING AN ALTERNATIVE MEANS OF COMPLIANCE WITH THE INCLUSIONARY HOUSING ORDINANCE FOR THE CEDAR TOWNHOMES PROJECT; MAKING FINDINGS RELATED TO THE USE OF AN ALTERNATIVE MEANS OF COMPLIANCE; AND AUTHORIZING THE MAYOR TO SIGN THE AFFORDABLE HOUSING OBLIGATION SATISFACTION AGREEMENT

WHEREAS, the Cedar Townhomes project includes a condition that the project comply with the City's Inclusionary Housing Ordinance (Municipal Code Section 17.18); and

WHEREAS, the Inclusionary Housing Ordinance includes provisions for the application of an alternative means of compliance; and

WHEREAS, in connection with the Torian project, the City, the SHH Project Owner, LLC and New Atrium Project Owner, LLC have previously entered into an Affordable Housing Obligation Satisfaction Agreement for the provision of at least seventy-two (72) Affordable Dwelling Units to be constructed on the SHH parcel, including nine (9) Affordable Dwelling Units required to satisfy the affordable housing obligation resulting from the development of the Atrium Property; and

WHEREAS, these required nine (9) Affordable Dwelling Units shall be provided on the Affordable Property identified pursuant to the SHH Affordable Housing Agreement if the Atrium Project is constructed by Atrium, an affiliate of Atrium, or an assignee of Atrium which is a successor in interest to the Atrium Property; and

WHEREAS, the Planning Commission recommended that the City Council approve an Affordable Housing Agreement for the Cedar Townhomes project, said agreement being on file with the Secretary of the Planning Commission; and

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Newark:

- a. The Affordable Housing Implementation Agreement for the Cedar Townhomes Project, said agreement being on file with the City Clerk, is approved and the Mayor is authorized to sign the Agreement.
- b. That the City Council does find that:
 - i) The proposed alternative means of compliance fulfills the purposes of this, the Inclusionary Housing Ordinance, as set forth in Section 17.18.010; and

ii) The proposed alternative means of compliance will further affordable housing opportunities in the City to an equal or greater extent than compliance with the requirements of Section 17.18.030; and

iii) The proposed alternative means of compliance would better address the City's needs than compliance with the requirements of Section 17.18.030; and

AFFORDABLE HOUSING OBLIGATION SATISFACTION AGREEMENT

THIS AFFORDABLE HOUSING OBLIGATION SATISFACTION AGREEMENT (“**Agreement**”) is made as of _____, 2014, by and among the **CITY OF NEWARK**, a California municipal corporation (the “**City**”), and **THE NEWARK ATRIUM PROJECT OWNER, LLC**, a Delaware limited liability company (referred to herein as “**Atrium**” or as “**Developer**”).

RECITALS

A. Atrium has a contract for the purchase of approximately four and 28/100th acres (4.28) acres of real property in the City of Newark, County of Alameda, State of California, more particularly described in the legal description attached hereto as Exhibit A-1 and incorporated herein by this reference (the “**Atrium Property**”).

B. Atrium plans to develop the Atrium Property with approximately 85 market rate dwelling units known as the Cedar Townhomes Project (“**Cedar Townhomes Project**” which is sometimes referred to as the “**Atrium Project**”).

C. The City’s Inclusionary Housing Program provides an overall goal of providing affordable housing throughout the City, but includes flexibility in implementing this overall goal for each project. This Agreement implements those requirements by determining the appropriate amount of housing to be provided by the Atrium Property, and shall constitute the affordable housing program for the Atrium Property. The Cedar Townhomes Project on the Atrium Property will require the development of nine (9) affordable dwelling units consisting of senior residential units affordable to persons of low income.

D. The City, the SHH Project Owner, LLC and The Newark Atrium Project Owner, LLC have previously entered into an Affordable Housing Obligation Satisfaction Agreement providing for the provision of at least seventy-two (72) senior Affordable Dwelling Units, including nine (9) senior Affordable Dwelling Units required to satisfy the affordable housing obligation resulting from the development of the Atrium Property (the “**SHH Affordable Housing Agreement**”).

F. The required nine (9) Affordable Dwelling Units shall be provided on the Affordable Property identified pursuant to the SHH Affordable Housing Agreement if the Atrium Project is constructed by Atrium, an affiliate of Atrium, or an assignee of Atrium which is a successor in interest to the Atrium Property.

G. The City and Atrium now desire to set forth the specific terms and conditions under which Developer’ obligations under the Affordable Housing Program will be satisfied in connection with Atrium’s development of the Atrium Property.

NOW, THEREFORE, in consideration of the foregoing recitals which are hereby incorporated into the operative provisions of this Agreement by this reference and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the City and the Developer agree as follows:

1. **Definitions.**

1.1 “**Affordable Dwelling Unit**” shall mean each of the Dwelling Units available for occupancy by Senior Low Income Households at an Affordable Rent.

1.2 “**Affordable Housing Declaration**” shall mean an Affordable Housing Declaration of Covenants and Restrictions ordinarily required by the City to ensure availability of Affordable Dwelling Units in form and substance. The Affordable Housing Declaration shall also include any and all amendments or modifications thereto agreed to in writing by City and Developer.

1.3 “**Affordable Housing Obligation**” shall mean the requirement to construct nine (9) Affordable Dwelling Units attributable to the Atrium Property.

1.4 “**Affordable Rent**” shall mean rent affordable to households earning 60% or less than Area Median Income.

1.5 “**Area Median Income**” shall mean the area median income for the County of Alameda (“County”) as published annually by the Department of Housing and Community Development, and determined in accordance with the U.S. Department of Housing and Urban Development criteria then in effect and published from time to time. For purposes of this Agreement, the qualifying limits shall be those limits for the County, as set forth in Title 25, California Code of Regulations, section 6932, as that section may be amended, modified or recodified from time to time. If the California Code of Regulations is amended or modified during the term of this Agreement so that such regulations do not specify the area median income for the County, the City and Developer shall negotiate in good faith to determine an equivalent authoritative source which determines median income for the County.

1.6 “**City Council**” shall mean the City Council of the City of Newark.

1.7 “**City Manager**” shall mean the City Manager of the City of Newark.

1.8 “**County**” shall mean Alameda County.

1.9 “**Dwelling Unit**” shall mean a place in the Project that is legally available to be rented by a person or family.

1.10 “**Effective Date**” means the date on which this Agreement has been (i) executed by Developer, and (ii) approved by the City Council.

1.11 “**Low Income Household**” means persons and families whose gross incomes do not exceed sixty percent (60%) of the Area Median Income, adjusted for size, in accordance with adjustment factors adopted by the United States Department of Housing and Urban Development, as published annually by the California Department of Housing and Community Development.

1.12 “**Market Rate Rental Dwelling Unit**” shall mean those Dwelling Units in the Atrium Property that are not Affordable Dwelling Units nor governed by the Affordable Housing Declaration.

1.13 “**Project**” shall mean the development of the Atrium Property pursuant to this Agreement.

1.14 “**Satisfaction Event**” shall mean the completion of Affordable Dwelling Units in a number equal to the Affordable Housing Obligation.

1.15 “**Senior or Senior Citizen**” shall mean a person who is fifty-five (55) years or older at the date of occupancy of an Affordable Dwelling Unit.

2. **Term of Agreement.** This Agreement shall become operative and commence upon the Effective Date, and remain in effect until a Satisfaction Event has occurred. Upon the expiration or termination of the term, this Agreement shall be deemed terminated, and have no further force and effect.

3. **Affordable Housing.**

3.1 **Affordable Housing Obligation.** Pursuant to the SHH Affordable Housing Agreement, SHH shall satisfy one hundred percent (100%) of the Affordable Housing Obligation for the Atrium Property by the construction of a project including 9-units of Affordable Senior housing on a portion of the SHH Property and as set forth more fully in the SHH Affordable Housing Agreement, which is incorporated herein by reference, including but not limited to, the provisions therein for security for performance thereunder.

3.2 **SHH Affordable Housing Agreement in Full Force and Effect.** This Agreement is not intended to and does not amend in any way the SHH Affordable Housing Agreement. This Agreement is intended to implement the SHH Affordable Housing Agreement as it applies to the Atrium Property. In the event of a conflict between this Agreement and the SHH Affordable Housing Agreement, the SHH Affordable Housing Agreement shall control.

4. **Modification, Amendment, Cancellation or Termination.**

4.1 **Amendment and Cancellation.** This Agreement may be amended or canceled, in whole or in part, by mutual written consent of the City and the Developer or its successors-in-interest.

4.2 **Modification.** The City Manager, with the consent of the Developer, may make non-substantive modifications to the Agreement without the need for formal action by the City Council.

5. **Limitations on Remedies; Monetary Damages.** The Developer and City acknowledge that neither the City nor the Developer would have entered into this Agreement if either were liable for monetary damages under or with respect to this Agreement or the application thereof. Both the City and the Developer agree and recognize that, as a practical matter, it may not be possible to determine an amount of monetary damages which would

(b) Severability. If any part of this Agreement is declared invalid for any reason, such invalidity shall not affect the validity of the remainder of the Agreement unless the invalid provision is a material part of the Agreement. The other parts of this Agreement shall remain in effect as if this Agreement had been executed without the invalid part.

(c) Entire Agreement. Except as provided in Section 3.1 and 3.2, this Agreement represents the entire agreement between the City and the Developer with respect to the subject matter hereof, and supersedes all prior agreements and understandings, whether oral or written, between the City and the Developer with respect to the matters contained in this Agreement.

(d) Further Assurances. The City and the Developer agree to perform, from time to time, such further acts and to execute and deliver such further instruments reasonably to effect the intents and purposes of this Agreement, provided that the intended obligations of the City and the Developer are not thereby modified.

(e) Assignment. This Agreement shall inure to the benefit of, and bind the successors and assigns of the City and the Developer, and may be assigned by either the City or the Developer to any party or parties purchasing all or any part of the fee interest in the Property. The provisions of this Section 7(e) shall be self-executing and shall not require the execution or recordation of any further document or instrument. Upon the sale, transfer or assignment of all or a portion of the Property to a party that acquires fee title to the Property or any portion thereof, Developer shall be released of all executory obligations under this Agreement that relate to the transferred property; provided, however, that Developer shall not be released from liability for any default of Developer committed prior to the date of the transfer.

(f) Negation of Agency. The City and the Developer acknowledge that, in entering into and performing under this Agreement, each is acting as an independent entity and not as an agent of the other in any respect. Nothing contained herein or in any document executed in connection herewith shall be construed as making the City and the Developer joint venturers, partners or employer/employee.

(g) Attorney's Fees. In the event of any claim, dispute or controversy arising out of or relating to this Agreement, including an action for declaratory relief, the prevailing party in such action or proceeding shall be entitled to recover its court costs and reasonable out-of-pocket expenses.

(h) Waiver. No waiver of any provision of this Agreement shall be effective unless in writing and signed by a duly authorized representative of the party against whom enforcement of a waiver is sought.

(i) Force Majeure. Performance by either party hereunder shall not be deemed to be in default where delays or defaults are due to one or more of the following events, providing that anyone or more of such event(s) actually delays or interferes with the timely performance of the matter to which it would apply and despite the exercise of diligence and good business practices and such event(s) are beyond the reasonable control of the party claiming such interference: war, terrorism, terrorist acts, insurrection, strikes, lock-outs, unavailability in the

marketplace of essential labor, tools, materials or supplies, failure of any contractor, subcontractor, or consultant to timely perform (so long as Developer is not otherwise in default of any obligation under this Agreement and is exercising commercially reasonable diligence of such contractor, subcontractor or consultant to perform, riots, floods, earthquakes, fires, casualties, acts of God, acts of the public enemy, epidemics, quarantine restrictions, freight embargoes, lack of transportation, governmental restrictions or priority, or unusually severe weather. An extension of time for any such cause (a “**Force Majeure Delay**”) shall be for the period of the enforced delay and shall commence to run from the time of the commencement of the cause, if notice by the party claiming such extension is sent to the other party within thirty (30) days of actual knowledge of the commencement of the cause. Notwithstanding the foregoing, none of the foregoing events shall constitute a Force Majeure Delay unless and until the party claiming such delay and interference delivers to the other party written notice describing the event, its cause, when and how such party obtained knowledge, the date and the event commenced, and the estimated delay resulting therefrom.

(j) Paragraph Headings. The paragraph headings contained in this Agreement are for convenience and identification only, and shall not be deemed to limit or define the contents to which they relate.

(k) Time of Essence. Time is of the essence of this Agreement, and all performances required hereunder shall be completed within the time periods specified. Any failure of performance shall be deemed as a material breach of this Agreement.

(l) Counterparts. This Agreement and any modifications hereto may be executed in any number of counterparts with the same force and effect as if executed in the form of a single document.

(m) Alternative Dispute Resolution Procedure.

(1) Dispute. If a dispute arises concerning whether the City or the Developer or any of Developer’s successors or assigns is in default under this Agreement or whether any such default has been cured or whether or not a dispute is subject to this Paragraph (a “**Dispute**”), then such dispute shall be subject to negotiation between the parties to this Agreement, and if then not resolved, shall be subject to nonbinding mediation, both as set forth below, before either party may institute legal proceedings.

(2) 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 15 days from a written request for a negotiation, then each party shall give notice to the other party identifying an official or executive officer who has authority to resolve the Dispute to meet in person with the other party’s designated official or executive officer who is similarly authorized. The designated persons identified by each party shall meet in person for one day within the 20-day period following the expiration of the 15-day period and the designated persons shall attempt in good faith to resolve the Dispute. If the designated persons are unable to resolve the Dispute, then the Dispute shall be submitted to non-binding mediation.

(3) Mediation.

(i) Within 15 days following the designated persons' meeting described in Section 7(m)(2), above, either party may initiate non-binding mediation (the "**Mediation**"), conducted by Judicial Arbitration & Mediation Services, Inc. ("**JAMS**") or other agreed upon mediator. Either party may initiate the Mediation by written notice to the other party.

(ii) The mediator shall be a retired judge or other mediator, selected by mutual agreement of the parties, and if they cannot agree within 15 days after the Mediation notice, the mediator shall be selected through the procedures regularly followed by JAMS. The Mediation shall be held within 15 days after the Mediator is selected, or a longer period as the parties and the mediator mutually decide.

(iii) If the Dispute is not fully resolved by mutual agreement of the parties within 15 days after completion of the Mediation, then either party may institute legal proceedings.

(iv) 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 in connection with the mediation.

(4) Preservation of Rights. Nothing in this Section shall limit a party's right to seek an injunction or restraining order from a court in circumstances where such equitable relief is deemed necessary by a party to preserve such party's rights.

(n) Reference of California Law. Unless expressly stated to the contrary, all references to statutes herein are to the California codes.

(o) Interpretation. The language in all parts of this Agreement shall in all cases be construed simply, as a whole and in accordance with its fair meaning and not strictly for or against any party. The parties hereto acknowledge and agree that this Agreement has been prepared jointly by the parties and has been the subject of arm's length and careful negotiation over a considerable period of time, that each party has independently reviewed this Agreement with legal counsel, and that each party has the requisite experience and sophistication to understand, interpret and agree to the particular language of the provisions hereof. Accordingly, in the event of an ambiguity in or dispute regarding the interpretation of this Agreement, this Agreement shall not be interpreted or construed against the party preparing it, and instead other rules of interpretation and construction shall be utilized.

IN WITNESS WHEREOF, the City and Atrium hereto have each executed this Agreement as of the date first written above.

“CITY”

CITY OF NEWARK,
a California municipal corporation

Mayor

ATTEST:

City Clerk

THE NEWARK ATRIUM PROJECT
OWNER, LLC,
a Delaware limited liability company

By: KPMW Integral, LLC,
a California limited liability company,
Its Managing Member

By: _____

Name: _____

Title: _____

EXHIBIT "A" TO AFFORDABLE HOUSING AGREEMENT

LEGAL DESCRIPTION OF ATRIUM PROPERTY

EXHIBIT "B" TO AFFORDABLE HOUSING OBLIGATION

SATISFACTION AGREEMENT

SITE PLAN

(5) Adopt a resolution authorizing the Mayor to sign a Community Financing Agreement with Newark Atrium Project Owner, LLC;

RESOLUTION NO.

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
NEWARK AUTHORIZING THE MAYOR TO SIGN A
COMMUNITY FINANCING AGREEMENT WITH THE
NEWARK ATRIUM PROJECT OWNER, LLC

BE IT RESOLVED by the City Council of the City of Newark that the Mayor of the City of Newark be and is hereby authorized to sign a Community Financing Agreement with the Newark Atrium Project Owner, LLC., said agreement on file in the Office of the City Clerk.

RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:

CITY OF NEWARK
37101 Newark Blvd.
Newark, CA 94560
Attn: City Clerk

SPACE ABOVE THIS LINE FOR RECORDER'S USE

**COMMUNITY FINANCING AGREEMENT
BY AND BETWEEN THE CITY OF NEWARK AND THE NEWARK ATRIUM
PROJECT OWNER, LLC REGARDING TRANSIENT OCCUPANCY TAX
REPLACEMENT FINANCIAL CONTRIBUTION**

This Agreement dated _____, 2014, (the “**Effective Date**”) is entered into by and between the City of Newark, a California municipal corporation (hereinafter “**City**”) and The Atrium Project Owner, LLC, a Delaware limited liability company (“**Atrium**”) (the “**Agreement**”). City and Atrium are, from time to time, hereinafter referred to individually as a “**Party**” and collectively as the “**Parties**.” Atrium is from time to time, hereinafter referred to as “**Property Owner**.” Atrium is under contract to purchase certain property known as the **Property** (defined hereinbelow). This Agreement is entered into on the basis of the following facts, understandings and intentions of the Parties.

RECITALS

A. Atrium’s approximately 4.28 acres Cedar Townhome Project is located at the northeast corner of Cedar Boulevard and Mowry School Road. The street addresses are 39850 and 39888 Cedar Boulevard. The Alameda County Assessors Parcel Number (APN) is 901-0195-039-00, and is more specifically depicted and legally described on **Exhibit A** to this Agreement (“**Property**”).

B. In order to develop the Cedar Townhome Project, Atrium has applied for a General Plan Amendment from “Community Commercial” to “High Density Residential” and a zone change from “Community Commercial” to “R-1,500 (High Density Residential – 1,500).” These land use changes would reduce the opportunity for development of a hotel on the Property, which would have provided potential transient occupancy taxes being generated from the Property. Atrium and City have agreed on a financial contribution to the City to ameliorate the reduction of potential transient occupancy taxes while at the same time allowing the development of a high-quality residential development as proposed by Atrium.

C. In accordance with the California Environmental Quality Act (Pub. Res. Code Sections 21000, *et seq.*) and its Guidelines (C.C.R., Title 14 Sections 15000, *et seq.*), as each is

amended from time to time (“CEQA”) (defined herein), City has prepared a mitigated negative declaration (“MND”) for the Cedar Townhomes Project.

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein and other consideration, the value, legality, and adequacy of which is hereby acknowledged, the Parties hereby agree as follows:

1.01 Agreed Upon Property Owner Obligation. Atrium agrees Atrium shall pay to the City at the time of, or prior to, the issuance of each building permit for development of new residential units on the Property, at the rate and in the fixed amount of Twenty Thousand Dollars (\$20,000.00) per dwelling unit (without adjustment for inflation).

1.02 Amendments of this Agreement. This Agreement may be amended from time to time only upon the unanimous written consent of City and Atrium.

1.03 Construction. As used in this Agreement, and as the context may require, the singular includes the plural and vice versa, and the masculine gender includes the feminine and neuter and vice versa.

1.04 Recordation. The Clerk of the City shall record, within ten (10) days after the Effective Date, a copy of this Agreement in the Official Records of the Recorder's Office of Alameda County. Atrium shall be responsible for all recordation fees, if any.

1.05 Governing Law. The interpretation, validity, and enforcement of the Agreement shall be governed by and construed under the laws of the State of California.

1.06 Entire Agreement. This Agreement may be executed in multiple originals, each of which is deemed to be an original. This Agreement, including these pages and all the exhibits (set forth below) inclusive, and all documents incorporated by reference herein, constitute the entire understanding and agreement of the Parties.

1.07 Attorney's Fees. In the event of any claim, dispute or controversy arising out of or relating to this Agreement, including an action for declaratory relief, the prevailing party in such action or proceeding shall be entitled to recover its court costs and reasonable out-of-pocket expenses.

1.08 Signatures. The individuals executing this Agreement represent and warrant that they have the right, power, legal capacity, and authority to enter into and to execute this Agreement on behalf of the respective legal entities of Atrium and City. This Agreement shall inure to the benefit of, and be binding upon, the Parties hereto and their respective successors and assigns.

1.09 Exhibits. The following exhibits are attached to this Agreement and are hereby incorporated herein by this reference for all purposes as if set forth herein in full:

Exhibit A Legal Description of the Property

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first hereinabove written.

"City":

CITY OF NEWARK,
a municipal corporation

By: _____
Alan L. Nagy, Mayor City of Newark

"Atrium":

THE NEWARK ATRIUM PROJECT OWNER, LLC,
a Delaware limited liability company

By: KPMW Integral, LLC,
a California limited liability company
Its Managing Member

By: _____
Name: _____
Title: _____

State of California)
)
County of _____)

On _____, before me, _____, Notary
Public, (here insert name and title of the officer)
personally appeared _____, who
proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are
subscribed to the within instrument, and acknowledged to me that he/she/they executed the same
in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument
the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the
foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ (Seal)

State of California)
)
County of _____)

On _____, before me, _____, Notary
Public, (here insert name and title of the officer)
personally appeared _____, who
proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are
subscribed to the within instrument, and acknowledged to me that he/she/they executed the same
in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument
the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

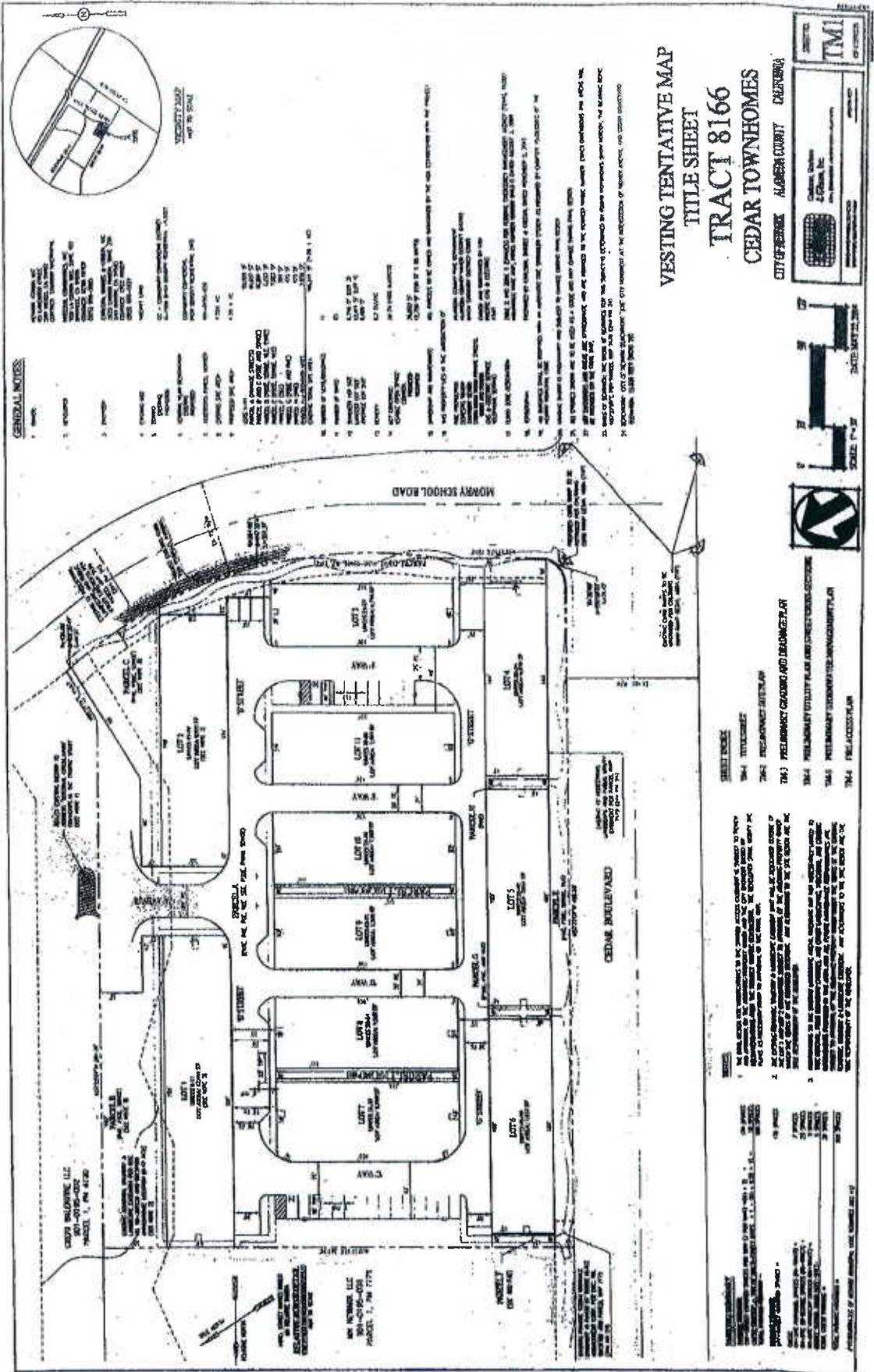
I certify under PENALTY OF PERJURY under the laws of the State of California that the
foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ (Seal)

Exhibit A

[Attached Legal Description of Atrium Parcel]



GENERAL NOTES

1. ALL DIMENSIONS ARE IN FEET AND INCHES.
2. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED.
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29. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED.
30. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED.

**VESTING TENTATIVE MAP
TITLE SHEET
TRACT 8166
CEDAR TOWNHOMES**

CITY OF BERKELEY ALAMEDA COUNTY CALIFORNIA

TMI

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- NOTES**
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EXHIBIT A

**(6) Adopt a resolution approving Vesting Tentative Tract
Map 8166; and**

RESOLUTION NO.

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
NEWARK APPROVING VESTING TENTATIVE TRACT MAP
8166

WHEREAS, Integral Communities, Inc. has submitted TTM-14-11, Vesting Tentative Tract Map 8166, to the City Council of the City of Newark for a 85-unit residential townhome development on an approximately 4.28-acre project site (Atrium Property) located at the northeast corner of Cedar Boulevard and Mowry School Road; and

NOW, THEREFORE, pursuant to California Government Code Sections 66473 *et seq.*, the City Council and as a result of the studies and investigations made by the City Council and on its behalf, the oral and written testimony presented at the public hearings, the information contained in the Community Development Department's file and the Initial Study/Mitigated Negative Declaration (IS/MND), finds and resolves as follows:

1. That TTM-14-11, Vesting Tentative Tract Map 8166 is consistent with the City's General Plan and as such is compatible with the objectives, policies, general land uses, and programs specified therein. TTM-14-11, Vesting Tentative Tract Map 8166 calls for the construction of 85 residential townhome units. TTM-14-11, Vesting Tentative Tract Map 8166 is an implementation of the City's previously adopted policies.
2. That the Atrium Property is physically suitable for the construction of 85 residential units. The IS/MND recommended by the Planning Commission on May 27, 2014, analyzed all physical impacts of TTM-14-11, Tentative Tract Map 8166 on the Atrium Property. The impacts on the Atrium Property of both a residential use generally and the density envisioned by TTM-14-11, Tentative Tract Map 8166 were fully analyzed by the IS/MND.
3. That TTM-14-11, Tentative Tract Map 8166 is not likely to cause substantial environmental damage or substantially and avoidably injure fish or wildlife or their habitat. The IS/MND analyzed all the environmental impacts of TTM-14-11, Tentative Map Tract Map 8166.
4. That TTM-14-11, Tentative Tract Map 8166 is not likely to cause serious health problems. The IS/MND, recommended by the Planning Commission on May 27, 2014, analyzed all the environmental impacts of TTM-14-11, Tentative Tract Map 8166 on public health and safety.
5. That TTM-14-11, Tentative Tract Map 8166 does not conflict with easements, acquired by the public at large, for access through or use of, property within the proposed subdivision.

NOW, THEREFORE, BE IT FURTHER RESOLVED that the City Council of the City of Newark does hereby approve TTM-14-11, Tentative Tract Map 8166 as shown on Exhibit A, pages 1 through 33, and made a part hereof by reference, subject to the following conditions:

Planning Division

- a. Approval of TTM-14-11, Vesting Tentative Tract Map 8166 shall be effective at such time GP-14-7 and RZ-14-8, the General Plan Amendment and Rezoning, respectively, of the property within the boundary of Tentative Tract Map 8166, takes effect.
- b. The project shall be subject to the environmental mitigation measures as described in the Initial Study/Mitigated Negative Declaration.
- c. All lighting shall be directed on-site so as not to create glare off-site, as required by the Community Development Director.
- d. There shall be no roof-mounted equipment other than AC units, satellite dishes, other similar television or radio antennas, and solar equipment.
- e. Construction site trailers and buildings located on-site shall be used for office and storage purposes and shall not be used for living or sleeping quarters. Any vehicle or portable building brought on the site during construction shall remain graffiti free.
- f. The site and its improvements shall be maintained in a neat and presentable condition, to the satisfaction of the Community Development Director. This shall include, but not be limited to, repainting surfaces damaged by graffiti and site cleanup. Graffiti removal/repainting and site cleanup shall occur on a continuing, as needed basis.
- g. All exterior utility pipes and meters shall be painted to match and/or complement the color of the adjoining building surface, as approved by the Community Development Director.
- h. Prior to the issuance of a building permit, the elevations as submitted by the developer as part of this application, shall be reviewed and approved by the Planning Commission and City Council. The building elevations shall reflect all roof eaves, bay windows, greenhouse windows, chimneys, porches, and similar architectural features. A site plan showing the building locations with respect to property lines shall also show the projections. Said elevations shall specify exterior materials. Final colors shall be submitted for the review and approval of the Community Development Director.
- i. Prior to the issuance of a building permit, the floor plans as submitted by the developer as part of this application, shall be reviewed and approved by the Planning Commission and City Council.
- j. Prior to the issuance of a building permit, roof material shall be submitted for the review and approval of the Planning Commission and City Council. All roof material shall consist of fire retardant shake roof, concrete tile, or a roof of similar noncombustible material. Mansard roofs with the above material may be used to screen tar and gravel roofs. All roofs shall be of Class C fire resistant construction or better. Composition shingles shall be Presidential-style or of comparable quality, subject to the review and approval of the Community Development Director.

- k. Prior to the issuance of a building permit, the location and screening design for garbage, refuse and recycling collection areas for the project shall be submitted for the review and approval of Republic Services of Alameda County and the Community Development Director, in that order. No refuse, garbage or recycling shall be stored outdoors except within approved trash and recycling enclosures.
- l. Prior to the issuance of a building permit, any proposed fence details shall be submitted for the review and approval of the Community Development Director. Fencing shall be at least six (6) feet high from the developer's finished lot grade between the project and the adjacent properties, except that fencing shall be a maximum of three (3) feet high within the front yard setback.
- m. Prior to the issuance of a building permit, details of the outdoor recreational amenities, such as play structures, shall be submitted for the review and approval of the Community Development Director.
- n. Prior to the issuance of a building permit, the developer shall demonstrate compliance with the City's Affordable Housing Program, Chapter 17.18 of the Newark Municipal Code.
- o. Prior to the issuance of a building permit, the developer shall enter into a Community Financing Agreement with the City Council in the amount of \$20,000 per dwelling unit for the Map Area specific to this project.
- p. Prior to the issuance of a building permit, the developer shall pay the following fees, in the amount in effect at the time: public safety impact fee (currently \$1,989 per dwelling unit); community service and facilities impact fee (currently \$1,942 per dwelling unit); transportation impact fee (currently \$801 per dwelling unit); Park Impact Fee (currently \$7,460 per dwelling unit); and Art in Public Places and Private Development fee (currently \$270 per dwelling unit).
- q. During project construction, if historic, archeological or Native American materials or artifacts are identified, work within a 50-foot radius of such find shall cease and the City shall retain the services of a qualified archeologist and/or paleontologist to assess the significance of the find. If such find is determined to be significant by the archeologist and/or paleontologist, a resource protection plan conforming to CEQA Section 15064.5 shall be prepared by the archeologist and/or paleontologist and approved by the Community Development Director. The plan may include, but would not be limited to, removal of resources or similar actions. Project work may be resumed in compliance with such plan. If human remains are encountered, the County Coroner shall be contacted immediately and the provisions of State law carried out.
- r. Prior to issuance of a grading permit, the developer shall hire a qualified biologist to: (1) determine if occupied Burrowing Owl habitat(s) exists on the site, and (2) implement a plan to protect the owls and to excavate the site around any active burrows using hand tools to assure that the owls are not buried during grading in the event Burrowing Owl habitat(s) is found on the site. The occupied Burrowing Owl habitat(s), if found, shall not

be disturbed during the nesting season. The Burrowing Owl survey shall be conducted not more than 30 days prior to the time site grading activities will commence.

- s. Prior to issuance of a grading permit, measures shall be put in place to respond to and track complaints pertaining to construction noise and shall include, at a minimum: (1) a procedure and phone numbers for notifying the City of Newark Building Inspection Division and Newark Police Department (during regular construction hours and off-hours); and (2) a sign posted on-site pertaining to the permitted construction days and hours and complaint procedures and who to notify in the event of a problem. The sign, to be approved by the City prior to installation, shall also include a list of both the City and construction contractor's telephone numbers (during regular construction hours and off-hours).
- t. Prior to installation, mailbox locations and designs shall be approved by the Community Development Director and Newark Postmaster. The mailbox compartments of centralized mailboxes shall identify the individual dwelling units with permanent, easily legible lettering.
- u. Prior to final inspection and utility release for each unit, the developer shall pre-wire each unit for satellite and cable television connections, as required by the Community Development Director.
- v. Prior to final inspection and utility release for each unit, the developer shall provide each unit with internally illuminated house numbers, using numbers at least 2 ½ inches tall with a stroke of ½ inch. The Police Chief may modify these specifications to achieve desired objectives.
- w. Prior to the issuance of a sign permit, all signs, other than those referring to construction, sale or future use of this site, shall be submitted to the Community Development Director for review and approval.
- x. Construction equipment, including compressors, generators and mobile equipment shall be fitted with heavy-duty mufflers designed to reduce noise impacts.

Engineering Division

- y. The development will require approval of a vesting tentative and final tract map filed in accordance with the State Subdivision Map Act and the City of Newark Subdivision Ordinance. The final map shall designate and/or dedicate emergency vehicle access easements, private vehicle access ways, open space/recreational easements and public utility easements over all common areas of the project. The final map must be approved prior to the issuance of any building permits.
- z. The project shall conform to the approved vesting tentative tract map and all conditions of approval set forth herein. Approval of the vesting tentative tract map shall expire according to the provisions of the State Subdivision Map Act and any amendments thereto and applicable provisions of the Newark Municipal Code. The vesting tentative tract map provides a preliminary design for the infrastructure improvements associated

with the proposed subdivision. The developer shall be responsible for any required changes to this preliminary design as determined necessary by the City of Newark to satisfy applicable design requirements of the City or any other public agencies or utilities with jurisdictional authority.

- aa. Prior to approval of the final map, the developer shall guarantee all necessary street improvements adjoining the development as required by the City of Newark Subdivision Ordinance and in accordance with tract improvement plans to be approved by the City Engineer. Improvement plans for on-site common areas in the development, including, but not necessarily limited to all private street areas, underground utilities, storm drain system improvements, common area storm water bio-treatment improvements, in-tract lighting, and public landscape areas shall be included with the tract improvement plans to ensure that the improvements are designed and constructed to City standards. Off-site Improvements include, but are not necessarily limited to, City standard driveways, curb ramps, 6-foot wide meandering sidewalk, street lighting, fire hydrants, landscape and irrigation facilities, utility connections, pavement overlays on adjoining streets, ADA facilities, repair of existing damaged public improvements, signage, and any necessary pavement striping modifications required by the City Engineer. All such improvements shall be considered in determination of the tract improvement plan set review and inspection fees for the subdivision. The improvement plans shall be consistent with the traffic engineering analysis prepared for the project. Improvement plans must be prepared by a qualified person licensed by the State of California to do such work.

The developer may request to pay the City for the cost of the requirement street pavement overlays on Mowry School Road and Cedar Boulevard as part of a future City project, subject to approval by the City Engineer. The amount of any such payment shall be determined based on the anticipated unit prices and reasonable overhead costs associated with the future City project.

- bb. Prior to approval of the final map, the developer shall modify the boundary and/or written terms of the existing Roadway, Walkway, and Landscape Easement (Alameda County Document No. 90-207536) if necessary to accommodate the proposed residential subdivision improvements for private uses (buildings, front yards, etc.) within the existing easement boundary. Any modifications of the easement boundary and/or the written terms of the existing document, including the determination of all future maintenance responsibilities, requires approval from the adjoining property owner. Modification of the easement shall be demonstrated by the recording of a formal document prior to final map approval.

Prior to approval of the final map, the developer shall also obtain written approval from the adjoining property owner to the northeast for all physical improvements proposed within the existing or modified easement area. This includes but is not necessarily limited to tree removals, median modifications, site grading, paving, signing and striping, pond perimeter modifications, recreational facilities, fencing, walkways, landscaping, irrigation, and underground utilities. Alterations to the preliminary site design shown on the vesting tentative tract map as necessary to satisfy this requirement are the sole responsibility of the developer. The required written approval from the adjoining property owner shall be provided to the City of Newark.

- cc. This site is subject to the State of California National Pollutant Discharge Elimination System (NPDES) Program General Permit for Storm Water Discharges Associated with Construction Activity. Prior to issuance of a grading permit or a building permit, the developer needs to provide evidence that the proposed site development work is covered by said General Permit for Construction Activity. This will require confirmation that a Notice of Intent (NOI) and the applicable fee were received by the State Water Resources Control Board and the submittal of the required Storm Water Pollution Prevention Plan (SWPPP) for review and approval by the City Engineer. In addition the grading plans need to state: "All grading work shall be done in accordance with the Storm Water Pollution Prevention Plan prepared by the developer pursuant to the Notice of Intent on file with the State Water Resources Control Board."
- dd. Prior to the issuance of a grading or any building permits for this project, the developer shall submit a Stormwater Pollution Prevention Plan (SWPPP) for the review and approval of the City Engineer. The site specific plan shall include sufficient details to show how storm water quality will be protected during both: (1) the construction phase of the project and (2) the post-construction, operational phase of the project. The SWPPP shall be prepared by a Qualified SWPPP Developer (QSD) in the State of California. The construction phase plan shall include Best Management Practices from the California Storm Water Quality Best Management Practices Handbook for Construction Activities. The specific storm water pollution prevention measures to be maintained by the contractor shall be printed on the plans. The operational phase plan shall include Best Management Practices appropriate to the uses conducted on the site to effectively prohibit the entry of pollutants into stormwater runoff from the project site including, but not limited to, low impact development stormwater treatment measures, trash and litter control, pavement sweeping, periodic storm water inlet cleaning, landscape controls for fertilizer and pesticide applications, labeling of storm water inlets with a permanent thermoplastic stencil with the wording "No Dumping - Drains to Bay," and other applicable practices.
- ee. The project must be designed to include appropriate source control, site design, and stormwater treatment measures to prevent stormwater runoff pollutant discharges and increases in runoff flows from the site in accordance with Provision C.3 of the Municipal Regional Stormwater NPDES Permit (MRP), Order R2-2009-0074, revised November 28, 2011, issued to the City of Newark by the Regional Water Quality Control Board, San Francisco Bay Region. Examples of source control and site design requirements include, but are not limited to: properly designed trash storage areas, sanitary sewer connections for all non-stormwater discharges such as fountains, swimming pools, trash compactors, interior floor drains within parking garages, minimization of impervious surfaces, and treatment of all runoff with Low Impact Development (LID) treatment measures. A properly engineered and maintained biotreatment system will only be allowed if it is infeasible to implement other LID measures such as harvesting and re-use, infiltration, or evapotranspiration. The stormwater treatment design shall be completed by a licensed civil engineer with sufficient experience in stormwater quality analysis and design. The design is subject to review by the Regional Water Quality Control Board. The developer shall modify the site design as necessary to satisfy all elements of Provision C.3 of the MRP. The use of treatment controls for runoff requires the submittal of a Stormwater

Treatment Measures Maintenance Agreement prior to the issuance of any Certificates of Occupancy.

- ff. The site is subject to hydromodification management (HM) requirements stated in C.3.g of the MRP. This project shall incorporate site planning, sources control measures, and on-site structural controls to manage hydromodification impacts and comply with the requirements in Attachment B of the MRP. The Bay Area Hydrology Model (BAHM) shall be used to size the proposed flow duration controls. The proposed HM controls incorporated in the project shall include the treatment control design guidance for vector control included in the Alameda Countywide Clean Water Program's Vector Control Plan. Any necessary modifications to the preliminary site design as necessary to satisfy HM requirements are the sole responsibility of the developer.
- gg. All stormwater treatment measures and HM controls are subject to review and approval by the Alameda County Mosquito Abatement District. The developer shall modify the grading and drainage and stormwater treatment design as necessary to satisfy any imposed requirements from the District.
- hh. The entire site shall be equipped with full trash capture devices approved by the Regional Water Quality Control Board – San Francisco Bay Region, for 100% trash capture at all on-site and adjoining off-site storm drain inlets. All on-site trash capture devices shall be permanently maintained by the homeowners association.
- ii. The developer shall submit a grading and drainage plan for review and approval by the City Engineer and the Alameda County Flood Control and Water Conservation District. This plan must be based upon a City benchmark and needs to include pad and finish floor elevations of each proposed structure, proposed on-site property grades, proposed elevations at property line, and sufficient elevations on all adjacent properties to show existing drainage patterns. All on-site asphalt concrete pavement shall drain at a minimum of one percent (1%) and all Portland cement concrete surfaces shall drain at a minimum 0.3%. The developer shall ensure that all upstream drainage is not blocked and that no ponding is created by this development. Any construction necessary to ensure this shall be the developer's responsibility.

Hydrology and hydraulic calculations shall be submitted for review and approval by the City Engineer prior to approval of the final map. The calculations shall show that the City freeboard requirements will be satisfied (0.75 feet to grate or 1.25 feet to the top of curb under a 10-year storm duration).

- ff. Where a grade differential of more than a 1-foot is created along the boundary parcel lines between the proposed development and adjacent property, the developer shall install a masonry retaining wall unless a slope easement is approved by the City Engineer. Said retaining wall shall be subject to review and approval of the City Engineer. A grading permit is required by the Building Inspection Division prior to starting site grading work.
- gg. Prior to issuance of a building permit, the developer shall submit a pavement maintenance program for the drive aisles and parking areas on the project site. The

maintenance program shall be signed by the property owner and the property owner shall follow the maintenance program at the City Engineer's direction.

- hh. The developer shall upgrade the three (3) existing wheelchair accessible ramps and install one (1) new ramp at the intersection of Cedar Boulevard and Mowry School Road in accordance with Curb Ramp Detail No. A88A from the Caltrans Standard Plans, dated May 2006.
- ii. Any new utilities including, but not limited to, electric, telephone and cable television services shall be provided underground.
- jj. Any proposed utility connections and/or underground work within structurally sound street pavement must be bored or jacked unless otherwise approved by the City Engineer.
- kk. The developer shall repair and/or replace any public and private improvements damaged as a result of construction activity to the satisfaction of the City Engineer and adjoining property owners.
- ll. The developer shall ensure that a water vehicle for dust control operations is kept readily available at all times during construction at the City Engineer's direction.
- mm. The developer shall incorporate a Homeowner's Association consisting of all property owners of lots in the development at the time of incorporation and in the future for the purpose of owning and maintaining the association's property, including but not limited to all private streets and common drive aisles, parking areas, landscape areas, stormwater treatment areas, storm drain systems, public access areas, and for paying for security lighting, any common garbage collection services, any security patrol services, if provided, and other functions of a Homeowner's Association. All common areas within the development shall be owned and maintained by the Homeowner's Association. Each property owner shall automatically become a member of the association and shall be subject to a proportionate share of the maintenance expenses. The Homeowner's Association shall be incorporated prior to the sale of any individual lots and/or prior to acceptance of tract improvements, whichever occurs first. A centralized facility of sufficient size such as a clubhouse shall be constructed for Homeowner's Association use or alternatively provide an agreement for use of an off-site facility at a location to be approved by the Community Development Director. The CC&Rs shall prohibit the use of private streets as alternative routes to the in-tract public street system.
- nn. Prior to City Council approval of any final maps, the bylaws governing the property owner's association and any declaration of covenants, conditions and restrictions (CC&Rs) filed for this development shall be reviewed and approved by the City Council at its discretion after mandatory review and recommendations by the City Attorney. Said covenants, conditions and restrictions shall be prominently displayed in the project sales office at all times. Approval of the covenants, conditions and restrictions shall not make the City a party to enforcement of same. The CC&Rs shall apply equally to both owners and renters. The CC&Rs shall be written to require renters to comply with the regulations of the CC&Rs, and a copy of the CC&Rs shall be given to each renter. The CC&Rs shall be written to allow less than a majority of owners to have pavement or

landscape maintenance done and the cost thereof assessed to all owners in the project. The CC&Rs shall include a pavement maintenance program for all private streets and common drive aisles.

- oo. The Homeowner's Association CC&Rs shall prohibit the on-site parking of non-self-propelled recreational vehicles, including boats, and any self-propelled recreational vehicles not used for transportation unless separate storage facilities are provided. The CC&Rs shall regulate the provision of any on-site parking of self-propelled recreational vehicles used for transportation. The CC&Rs shall prohibit the on-site repair and washing of all motor vehicles.
- pp. The CC&Rs for the project shall include a disclosure statement to all property owners indicating that the project site is located within a seismic hazard zone for liquefaction. The disclosure statement shall indicate that the buildings have been designed to current code requirements. The statement shall further indicate that the buildings, site improvements, and utilities are subject to damage during an earthquake and that the buildings may be uninhabitable after an earthquake. This CC&R disclosure statement is subject to review and approval of the City Engineer prior to final map approval.
- qq. The developer shall also assist the Homeowner's Association by having a management consultant firm review the maintenance and operating functions of the association. The management consulting firm shall be responsible to prepare a written report with recommendations to the association for managing the association's obligations and setting initial monthly assessment costs for each lot in the development. Membership and assessment cost shall be mandatory for all property owners of property in the development and shall run with the land. The developer shall pay all costs of incorporation and initial management review and reports.
- rr. The Homeowner's Association shall be required to contract with a professional management firm to handle all necessary maintenance operations. Documentation of such contract shall be submitted to the City of Newark. All commonly owned facilities shall be properly maintained in a manner consistent with the CC&Rs and project requirements.
- ss. The Homeowner's Association shall periodically provide educational materials on stormwater pollution prevention to all residents.
- tt. Each buyer shall sign an acknowledgment that he/she has read the constitution and bylaws of the Homeowner's Association and the CC&Rs applied to the development.
- uu. The developer shall provide a complete set of construction plans in electronic format and reproducible paper (mylar) format to the Homeowner's Association at the time of its formation.
- vv. All existing overhead utilities within the development and along the fronting street rights-of-way to the centerline of the street shall be undergrounded to the nearest riser beyond the development's limits in accordance with the City of Newark Subdivision Standards. Undergrounding shall include all existing and proposed service drops.

- ww. All new utilities including, but not limited to, electric and communication services shall be provided underground for all buildings in the development in accordance with the City of Newark Subdivision Standards. Electrical transformers shall be installed in underground vaults with an appropriate public utility easement or within the public right-of-way.
- xx. Fire hydrants are to be located along public and private streets as determined by the Alameda County Fire Department.
- yy. A streetlight plan and joint trench plan shall be submitted by the applicant with the first tract improvement plan check and approved prior to final map approval. LED lighting shall be utilized on all public and private streets and other common areas.
- zz. On-site private streets are to be posted for “No Parking,” except in those areas designed to accommodate guest parking, as shown on the vesting tentative tract map.
- aaa. The connection between private streets and public streets shall be by a City of Newark standard driveway.
- bbb. Public Utility Easements (PUE), Water Line Easements (WLE), Storm Drain Easements (SDE), and Sanitary Sewer Easements (SSE) shall be dedicated over all private streets in the development. The PUE, WLE, SDE and SSE dedication statements on the final map shall state that the PUE, WLE, SDE and SSE are available for, but not limited to, the installation, access and maintenance of water supply sanitary and storm sewers, and gas, electrical, and communication facilities.
- ccc. Emergency Vehicle Access Easements (EVAE) shall be dedicated over the full pavement width on all private streets in the development. The final easement geometry shall be subject to the approval of the City Engineer.
- ddd. All improvement plans are subject to review and approval by the Alameda County Water District (ACWD), Union Sanitary District (USD), Alameda County Flood Control and Water Conservation District (ACFC&WCD), and Pacific, Gas & Electric Company (PG&E). Any modifications to the site design provided with the vesting tentative tract map as necessary to satisfy requirements from individual utilities or districts are the sole responsibility of the developer. The developer shall coordinate with Pacific, Gas & Electric Co. for the design of the underground utility improvements for the proposed development as soon as practical following vesting tentative tract map approval.
- eee. Above ground architectural and building features that project over proposed property lines shall be permitted on townhouse and/or condominium units by easements recorded on the final map or identified in the CC&Rs. Such features include, but are not limited to, eaves, bay windows, balconies, porches, landings, and stairways. The details for these easements, including dimensions and descriptions, shall be included on the final map. Foundations for townhouse units shall be contained within the individual lot.

- fff. Street names and an addressing scheme shall be developed during the final map and improvement plan review process in accordance with the City of Newark's Street Numbering and Naming Ordinance (Chapter 12.12). This area of Newark has a "California History" theme for street names.
- ggg. The developer shall repair and/or replace any public improvements (pavement, curb, gutter, etc.) damaged as a result of construction activity to the satisfaction of the City Engineer.
- hhh. Prior to issuance of a Certificate of Occupancy or release of utilities for any residential units, private streets, common vehicle accessways and parking facilities serving said units shall be paved in accordance with the recommendation of a licensed engineer based on a minimum Traffic Index of 6.0.
- iii. Prior to issuance of a Certificate of Occupancy or release of utilities for each dwelling unit, the on-site drive aisles and uncovered parking facilities shall be installed and striped as shown on the approved site plan. All on-site uncovered parking facilities and drive aisles shall be drained at a minimum slope of 1.0% for asphalt concrete surfaces and 0.3% for Portland cement concrete surfaces.
- jjj. Prior to the issuance of any permits, any proposed permeable pavement design shall be based on a geotechnical engineer's recommendation and reviewed by the manufacturer or the National Ready Mixed Concrete Association (NRMCA). The developer shall submit documentation to the City confirming approval by the manufacturer or NRMCA and geotechnical engineer. The developer shall also ensure that the contractor hired to install the permeable pavement be certified by the NRMCA. Documentation that confirms certification shall be submitted directly to the City Engineer for review and approval.
- kkk. The developer shall provide all required paper and digital submittals of the project final map, tract improvements plans, and as-built plans as required by the City Engineer, including, but not necessarily limited to the following: (1) One full-size reproducible copy and one reduced reproducible copy of the approved vesting tentative tract map; (2) Two electronic copies of the approved final map and improvement plans in a format approved by the City Engineer; (3) One full-size mylar copy and one reduced copy of the recorded final map; (4) One reproducible set and four blue-line or photocopied sets of the approved tract improvement plans; (5) Two electronic copies and one mylar set of the as-built tract improvement plans. The City will require a digital submittal of all final maps and improvements plans. All CAD work must be prepared in a manner consistent with the Union Sanitary District's digital submittal requirements for layering conventions. This can be found on the web at: <http://www.unionsanitary.com/digitalSubmittal.htm>. Digital files submitted shall be based on accurate coordinate geometry calculations and the NAD83 State Plane Coordinate System (Zone III) and NGVD29 (USD requires NAVD88) as vertical datum. A deposit of \$5,000 shall be provided by the developer to the City to ensure submittal of all required documents.
- lll. The developer shall provide as-built record drawings in both electronic format and on mylar paper based on full and complete review and inspection by the developer's project civil engineer, landscape architect, and other design professionals of all public

improvements and all improvements on private streets and property included in the tract improvement plan set.

- mmm. If any condition of this vesting tentative tract map be declared invalid or unenforceable by a court of competent jurisdiction, this vesting tentative tract map shall terminate and be of no force and effect, at the election of the City Council on motion.
- nnn. Pursuant to Government Code Section 66474.9, the subdivider, or any agent thereof, or successor thereto, shall defend, indemnify, and hold harmless the City of Newark, its officials, employees or agents (collectively "City") from any claim, action or proceeding against the City to attack, set aside, void, or annul, the City's approval concerning this subdivision map application, which action is brought within the time period provided for in Section 66499.37. The City will promptly notify the subdivider of any such claim, action, or proceeding and cooperate fully in the defense.
- ooo. The Conditions of Project Approval set forth herein include certain fees, dedication requirements, and other exactions. Pursuant to Government Code Section 66020(d)(1), these conditions constitute written notice of s statement of the amount of such fees, and a description of the dedications, reservations, and other exactions. The developer is hereby further notified that the 90-day approval period in which the developer may protest these fees, dedications, reservations, and other exactions, pursuant to Government Code 66020(a), has begun. If the developer fails to file a protest within this 90-day period complying with all of the requirements of Section 66020, the developer will be legally barred from later challenging such exactions.

Landscape-Parks Division

- ppp. Prior to approval of the final map, the developer shall petition the City Council to participate in Landscaping and Lighting District No.6 and pay all associated fees as established by the City's Master Fee Schedule. Areas covered under the terms of this existing district shall include the Cedar Boulevard median between Stevenson Boulevard and Balentine Drive and the Balentine Drive median between Stevenson Boulevard and Mowry School Road. The property owners within the development shall be assessed annually for the cost of landscape maintenance within this district. The developer shall make an initial installment to this district in the amount of \$25,000 and pay all fees according to the Master Fee Schedule.
- qqq. All landscape maintenance on-site and along the project frontage shall be the responsibility of the homeowners association. The developer shall enter into a Landscape Maintenance Agreement prior to approval of the final map. This agreement shall run with the land and be binding to the homeowners association as successors. Landscape maintenance of these areas by the City under the terms of the Agreement would occur only in the event that City Council deems the homeowners association's maintenance to be inadequate. Any project perimeter walls and adjoining landscape areas shall be included in a dedicated landscape easement to guarantee adequate maintenance of the walls. Any work other than routine maintenance, including but not necessarily limited to, tree removal, tree pruning, or changes to the approved planting palette shall be approved

in advance by the City Engineer. All tree pruning shall be performed by or under the direction of a certified arborist.

- rrr. The developer shall retain a licensed landscape architect to prepare working drawings for both off-site and on-site landscape plans in accordance with City of Newark requirements, the approved Conceptual Landscape Plan, and the State of California Model Water Efficient Landscape Ordinance. The landscape plans shall be included with the full tract improvement plan set. The associated Landscape Documentation Package must be approved by the City Engineer prior to the issuance of a building permit.
- sss. The developer shall implement Bay Friendly Landscaping Practices in accordance with Newark Municipal Code, Chapter 15.44.080. Prior to the issuance of a building permit, the developer shall provide sufficient information to detail the environmentally-conscious landscape practices to be used on the project.
- ttt. The developer's landscaping shall include minimum 30-inch high mounding or combination of mounding and low masonry screen walls to screen parking areas from Cedar Boulevard and Mowry School Road. The height of said mounding or screen walls shall be measured from the higher of adjacent on-site or off-site curb elevations. A minimum of 12 inches of any screen wall shall be above the abutting finish grade. The screening shall be located outside of the City right-of-way and screen wall design, materials, and color finish shall be approved by the Community Development Director.
- uuu. The plant species identified for any proposed biotreatment measures are subject to final approval of the City Engineer.
- vvv. Prior to installation by the developer, plant species, location, container size, quality, and quantity of all landscaping plants and materials shall be reviewed and approved by the City Engineer. Street trees shall be planted along the project frontage at 40 feet on-center. All plant replacements shall be to an equal or better standard than originally approved subject to approval by the City Engineer.
- www. Prior to the release of utilities or issuance of any Certificate of Occupancy, all landscaping and irrigation systems shall be completed or guaranteed by a cash deposit deposited with the City in an amount to cover the remainder of the work.
- xxx. Prior to issuance of Certificate of Occupancy or release of utilities, the developer shall guarantee all trees for a period of 6 months and all other plantings and landscape for 60 days after completion thereof. The developer shall insure that the landscape shall be installed properly and maintained to follow standard horticultural practices. All plant replacements shall be to an equal or better standard than originally approved subject to approval of the City Engineer.

Building Division

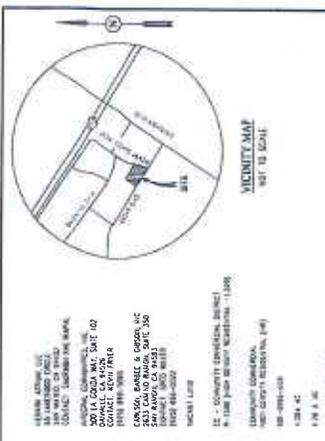
- yyy. This project will require building permits. If this application is approved by City Council, the applicant will need to make a separate application to the Building Inspection Division for building permits for each separate building. Such applications shall include

complete construction drawings prepared by a California licensed architect, structural engineer or civil engineer.

- zzz. Construction for this project, including site work and all structures, can occur only between the hours of 7:00 AM and 6:00 PM, Monday through Friday. The applicant may make a written request to the Building Official for extended working hours and/or days. In granting or denying any request the Building Official will take into consideration the nature of the construction activity which would occur during extended hours/days, the time duration of the request, the proximity to residential neighborhoods and input by affected neighbors. All approvals will be done so in writing.
- aaaa. Prior to the approval of the final map the applicant shall; 1) redesign the site so that no private yards or spaces encroach into the easement, or 2) modify the existing easement boundaries so that the private yards or spaces no longer encroach into the easement, or 3) modify the existing easement to allow private yards or spaces within the easement. If resolution to this issue requires modification to the existing easement such revised easement shall be recorded prior to the approval of the final map.

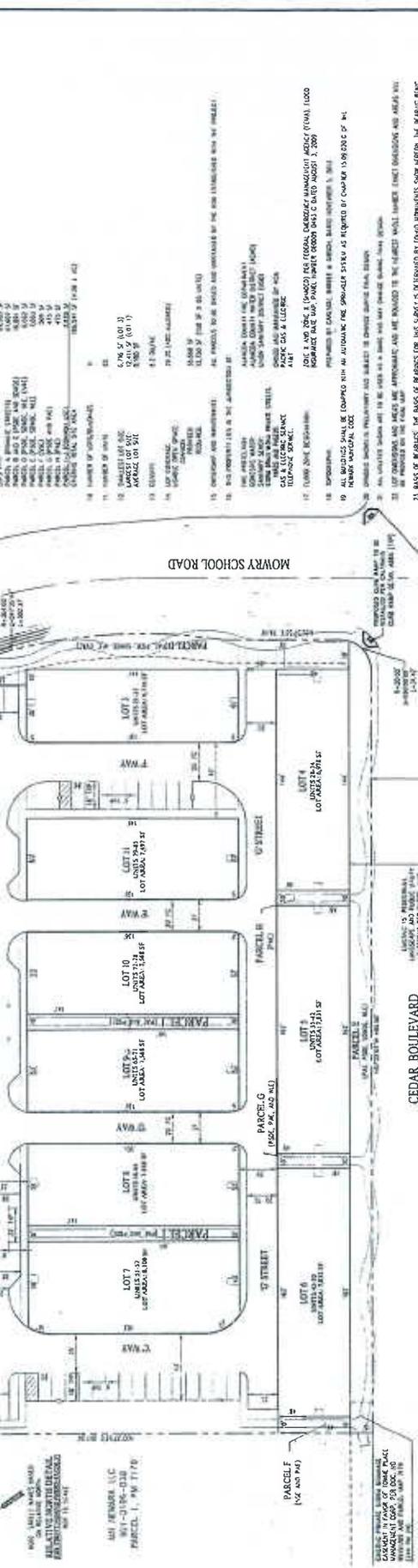
General

- bbbb. All proposed changes from approved exhibits shall be submitted to the Community Development Director who shall decide if they warrant Planning Commission and City Council review and, if so decided, said changes shall be submitted for the Commission's and Council's review and decision. The developer shall pay the prevailing fee for each additional separate submittal of development exhibits requiring Planning Commission and/or City Council review and approval.
- cccc. The developer hereby agrees to defend, indemnify, and save harmless the City of Newark, its Council, boards, commissions, officers, employees and agents, from and against any and all claims, suits, actions, liability, loss, damage, expense, cost (including, without limitation, attorneys' fees, costs and fees of litigation) of every nature, kind or description, which may be brought by a third party against, or suffered or sustained by, the City of Newark, its Council, boards, commissions, officers, employees or agents to challenge or void the permit granted herein or any California Environmental Quality Act determinations related thereto.
- dddd. In the event that any person should bring an action to attack, set aside, void or annul the City's approval of TTM-14-11, E-14-6 (the IS/MND), GP-14-7, RZ-14-8, or ASR-14-9 the developer shall defend, indemnify and hold harmless the City and/or its agents, officers and employees from any claim, action, or proceeding against the City and/or its agents, officers and employees with counsel selected by the developer (which shall be the same counsel used by developer) and reasonably approved by the City. Developer's obligation to defend, indemnify and hold harmless the City and/or its agents, officers and employees shall be subject to the City's compliance with Government Code Section 66474.9.



GENERAL NOTES:

1. OWNER: CREDIT INVESTIVE LLC, 907-0195-002, PARCEL 1, 7/16 41/20.
2. SUBJECT: 500 FT. CEDAR BLDG. SHT. 02.
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30. SUBJECT: 500 FT. CEDAR BLDG. SHT. 02.



VESTING TENTATIVE MAP
TITLE SHEET
TRACT 8166
CEDAR TOWNHOMES

CITY OF HERWICK, ALAMEDA COUNTY, CALIFORNIA

PREPARED BY: CREDIT INVESTIVE LLC, 907-0195-002, PARCEL 1, 7/16 41/20.

DATE: MAY 27, 2024

SCALE: 1" = 30'

APPROVED BY: [Signature]

DATE: MAY 27, 2024

SCALE: 1" = 30'

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PARCELS:

- PARCEL 1 (1/2 AND 1/4)
- PARCEL 2 (1/2 AND 1/4)
- PARCEL 3 (1/2 AND 1/4)
- PARCEL 4 (1/2 AND 1/4)
- PARCEL 5 (1/2 AND 1/4)
- PARCEL 6 (1/2 AND 1/4)
- PARCEL 7 (1/2 AND 1/4)
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- PARCEL 9 (1/2 AND 1/4)
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- PARCEL 27 (1/2 AND 1/4)
- PARCEL 28 (1/2 AND 1/4)
- PARCEL 29 (1/2 AND 1/4)
- PARCEL 30 (1/2 AND 1/4)

STREETS:

- A-WAY
- B-STREET
- C-STREET
- D-STREET
- E-STREET
- F-STREET
- G-STREET
- H-STREET
- I-STREET
- J-STREET
- K-STREET
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- S-STREET
- T-STREET
- U-STREET
- V-STREET
- W-STREET
- X-STREET
- Y-STREET
- Z-STREET

ROADS:

- CEAR BOULEVARD
- MOWRY SCHOOL ROAD

NOTES:

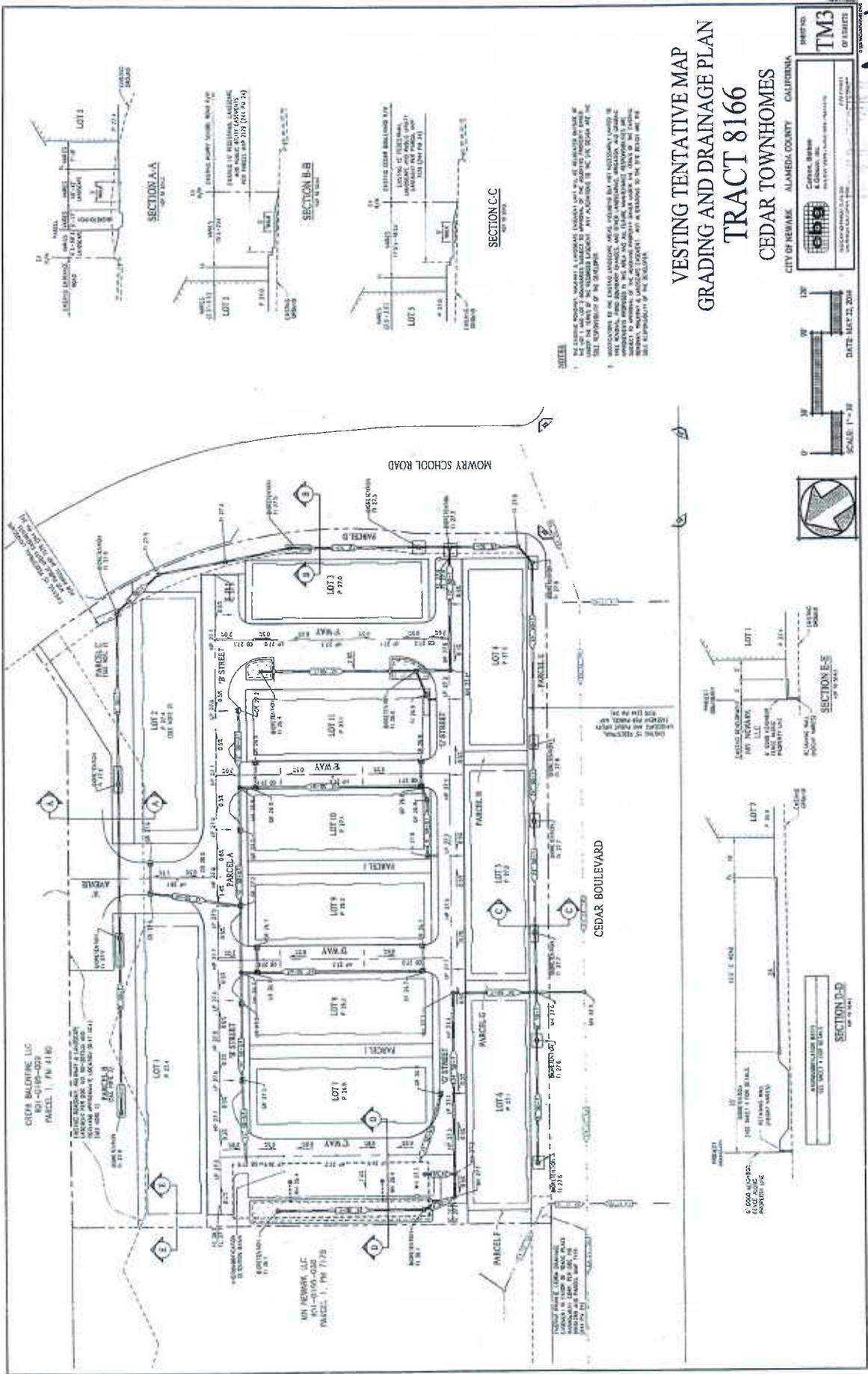
1. THIS MAP IS PREPARED FOR THE PURPOSES OF THE CITY OF HERWICK AND DOES NOT CONSTITUTE A GUARANTEE OF THE ACCURACY OF THE INFORMATION CONTAINED HEREIN.
2. THE CITY OF HERWICK DOES NOT WARRANT THE ACCURACY OF THE INFORMATION CONTAINED HEREIN.
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PREPARED BY: CREDIT INVESTIVE LLC, 907-0195-002, PARCEL 1, 7/16 41/20.

DATE: MAY 27, 2024

SCALE: 1" = 30'

APR 2



VESTING TENTATIVE MAP
 GRADING AND DRAINAGE PLAN
TRACT 8166
 CEDAR TOWNHOMES

CITY OF NEWARK ALAMEDA COUNTY CALIFORNIA

CECILIA BRIDGES
 REGISTERED PROFESSIONAL ENGINEER
 10000 UNIVERSITY AVENUE, SUITE 200
 SAN DIEGO, CALIFORNIA 92161
 (619) 594-1100

PROJECT NO. TMB
 OF SHEETS

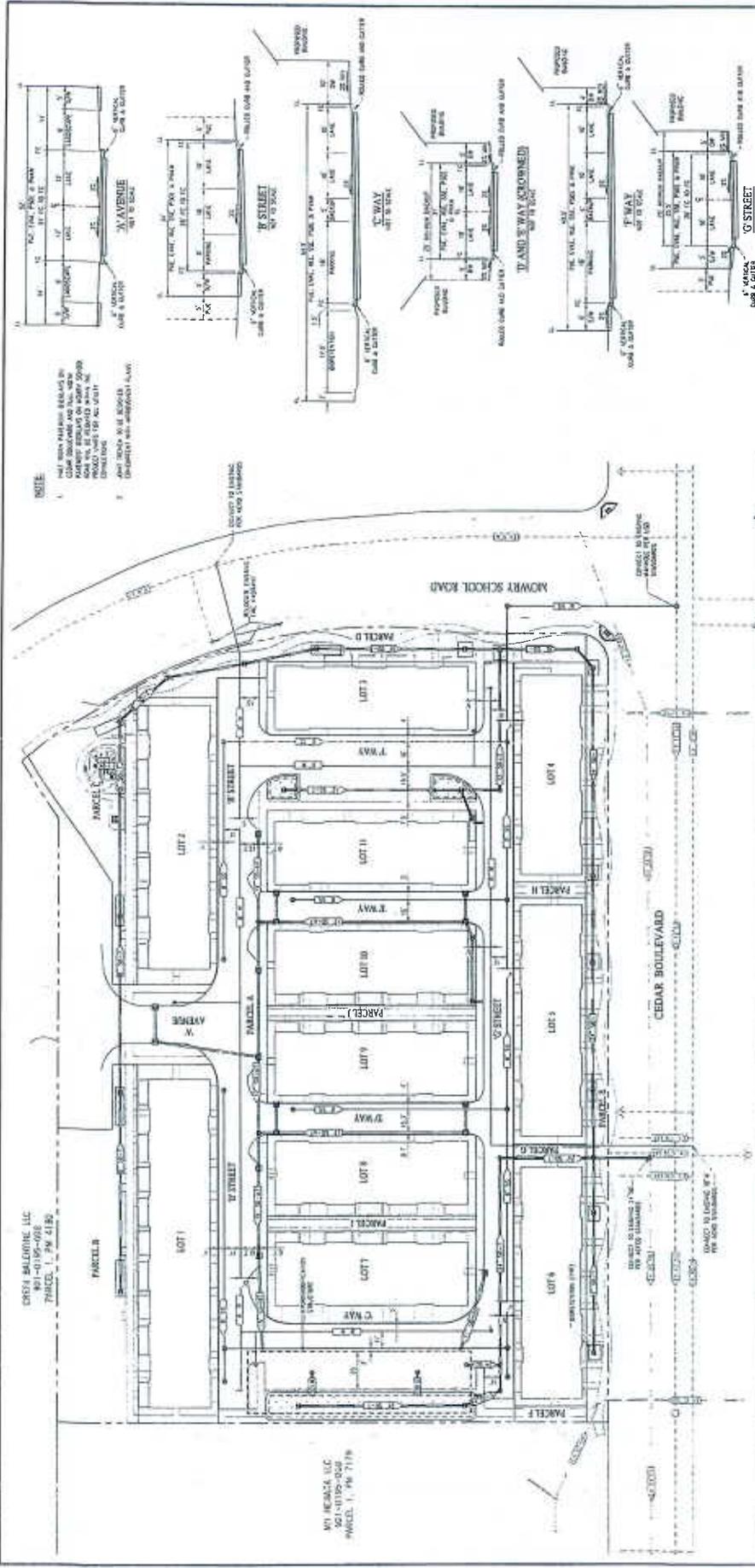
NOTE:
 THE ENGINEER HAS CONDUCTED A VISUAL GENERAL SURVEY OF THE PROPOSED TRACT AND HAS FOUND THAT THE TRACT IS NOT SUBJECT TO ANY FEDERAL, STATE, OR LOCAL REGULATIONS THAT WOULD AFFECT THE TRACT OR THE PROPOSED DEVELOPMENT. THE ENGINEER HAS CONDUCTED A VISUAL GENERAL SURVEY OF THE PROPOSED TRACT AND HAS FOUND THAT THE TRACT IS NOT SUBJECT TO ANY FEDERAL, STATE, OR LOCAL REGULATIONS THAT WOULD AFFECT THE TRACT OR THE PROPOSED DEVELOPMENT. THE ENGINEER HAS CONDUCTED A VISUAL GENERAL SURVEY OF THE PROPOSED TRACT AND HAS FOUND THAT THE TRACT IS NOT SUBJECT TO ANY FEDERAL, STATE, OR LOCAL REGULATIONS THAT WOULD AFFECT THE TRACT OR THE PROPOSED DEVELOPMENT.

SCALE: 1" = 20'

DATE: MAY 22, 2018

SECTION A-A
 SECTION B-B
 SECTION C-C
 SECTION D-D
 SECTION E-E

AP. 4



VESTING TENTATIVE MAP
UTILITY PLAN AND STREET CROSS-SECTIONS
TRACT 8166
CEDAR TOWNHOMES

CITY OF NEWARK ALAMEDA COUNTY CALIFORNIA

City of Newark
Engineering Department

DATE: MAY 22, 2014

SCALE: 1" = 30'

DATE: MAY 22, 2014



SHEET NO. **TM4** OF 02023

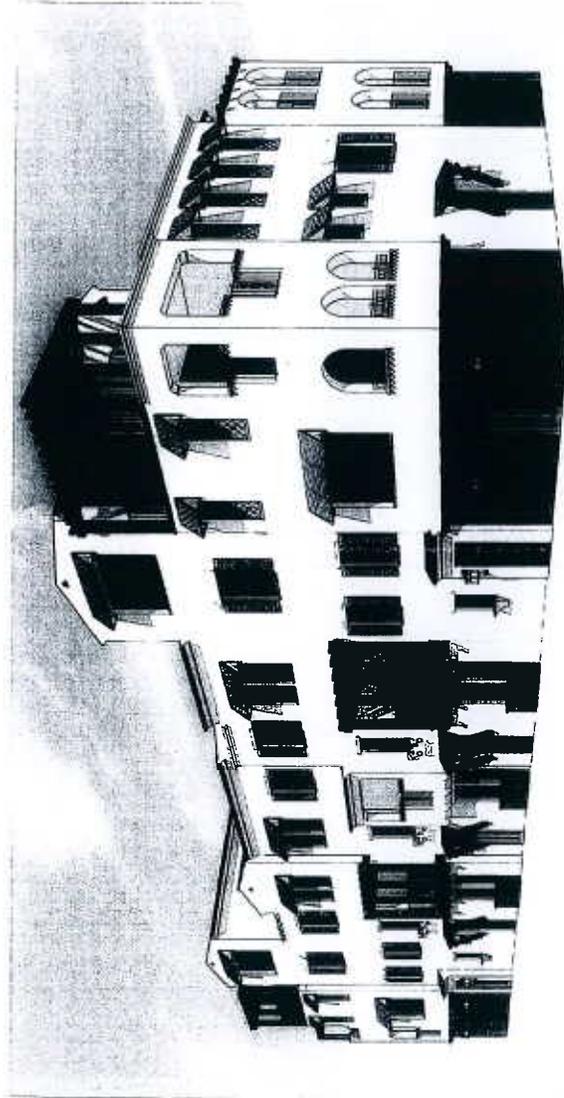
City of Newark
Engineering Department

DATE: MAY 22, 2014

SCALE: 1" = 30'

DATE: MAY 22, 2014

APR



- A00: COVER SHEET
- A0: ARCHITECTURAL SITE PLAN
- L1: CONCEPTUAL LANDSCAPE PLAN
- L2: CONCEPTUAL WALL AND FENCE PLAN
- L3: CONCEPTUAL LANDSCAPE AND CALCULATION PLAN
- A1: 7-PLEX "A" 3-STORY ELEVATIONS
- A2: 7-PLEX "B" 3-STORY ELEVATIONS
- A3: 7-PLEX "A" 4-STORY ELEVATIONS
- A4: 7-PLEX "B" 4-STORY ELEVATIONS
- A5: 7-PLEX 3-STORY COMPOSITE PLANS
- A6: 7-PLEX 3-STORY COMPOSITE PLANS
- A6R: 7-PLEX 3-STORY ROOF PLANS
- A7: 7-PLEX 4-STORY COMPOSITE PLANS
- A8: 7-PLEX 4-STORY COMPOSITE PLANS
- A8R: 7-PLEX 4-STORY ROOF PLANS
- A9: 8-PLEX "A" 4-STORY ELEVATIONS
- A10: 8-PLEX "B" 4-STORY ELEVATIONS
- A11: 8-PLEX 4-STORY COMPOSITE PLANS
- A12: 8-PLEX 4-STORY COMPOSITE PLANS
- A12R: 8-PLEX 4-STORY ROOF PLAN
- A13: 9-PLEX "A" 4-STORY ELEVATIONS
- A14: 9-PLEX 4-STORY COMPOSITE PLANS
- A15: 9-PLEX 4-STORY COMPOSITE PLANS
- A15R: 9-PLEX 4-STORY ROOF PLAN
- A16: 11-PLEX "B" 4-STORY ELEVATIONS
- A17: 11-PLEX 4-STORY COMPOSITE PLANS
- A18: 11-PLEX 4-STORY COMPOSITE PLANS
- A18R: 11-PLEX 4-STORY ROOF PLAN

CEDAR TOWNHOMES

Newark, CA

DATE: 03/27/14
 UA JOB #13166

DATE: 5/13/14



COVER SHEET

Sheet no. **A00**

App

The existing Roadway, Walkway & Landscape Easement Limit will be relocated outside of the lot 1 and lot 2 boundaries subject to approval of the adjoining property owner under the terms of the recorded instrument. Any alterations to the site design are the sole responsibility of the applicant. The site design shall be in accordance with the applicable codes and regulations.

Parcel 1 and Parcel 2
 Modifications to the existing landscape areas, including but not necessarily limited to tree removal, pond boundary changes and other landscaping, irrigation, and grading improvements are proposed in this area and all other improvements are subject to approval of the adjoining property owner under the terms of the existing Roadway, Walkway & Landscape Easement. Any alterations to the site design are the sole responsibility of the applicant.

SITE SUMMARY

Unit Count	85 Units
Site Area	4.38 AC
Net Project Area	3.81 AC
Density	22.3 DU/AC

PLAN TYPE SUMMARY

Plan Type	SF	Bk/Bk	GAR	HT.	TOTAL	TOTAL
Plan 1	1484	2/2.5	3	3	3	3
Plan 2	1919	2/2.5	3	3	3	3
Plan 3	2000	2/2.5	3	3	3	3
Plan 4	1902	4/3.5	3	3	3	3
Plan 5	2114	4/3.5	3	3	3	3
						Total: 85 156,658

BUILDING CODE SUMMARY

Code: Type VA, 1 Hr.
 Sprinklers: Type 13R
 Fire Wall: Yes, 2 Hr., 9' Plus, and 11' Plus
 (Area Separation)
 Adoptable Units: 9 Total Req'd. (85 x 10 = 9)
 9 Provided

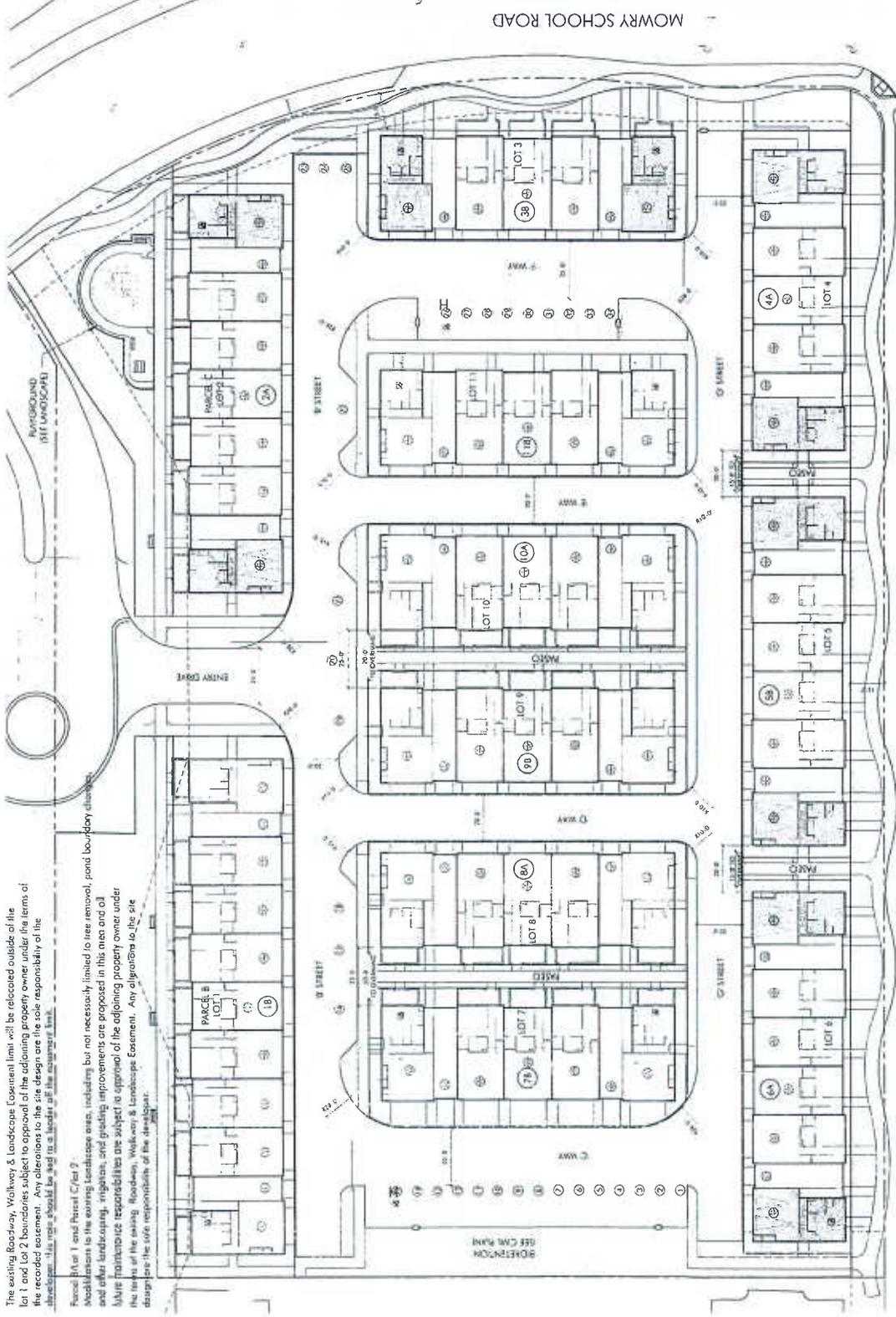
PARKING SUMMARY:

PARKING REQUIRED:
 OFF-STREET COVERED SPACES
 PER UNIT (2 PER UNIT) = (85 x 2) = 170 SPACES
 GUEST SPACES = 20% OF MULTI-FAMILY UNITS + 1 = (85 x 0.20 + 1) = 18 SPACES
TOTAL PARKING REQUIRED = 188 SPACES

PARKING PROVIDED:
 OFF-STREET COVERED SPACES = 170 SPACES
 GUEST SPACES = 18 SPACES
TOTAL PARKING PROVIDED = 188 SPACES

LEGEND:
 (OA) Adorable Unit or Accessible Parking Stall
 (1) Plan Type 1, 2, 3, 4
 (2) Parking Stall Number
 (3) Patio with Low Walls
 (4) 4-Step Unit 2A

NOTE:
 - See Landscape and Civil Plans for other info.
 - This Site Plan is Preliminary only and is subject to further Engineering and Design Development.
 - S.F. is subject to change.



CEDAR BOULEVARD

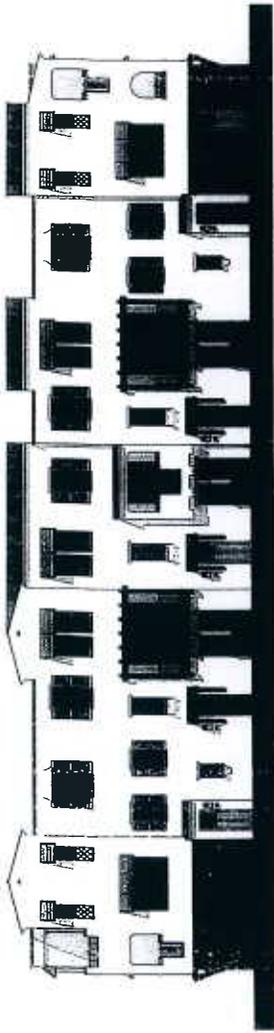
CEDAR TOWNHOMES

Newark, CA

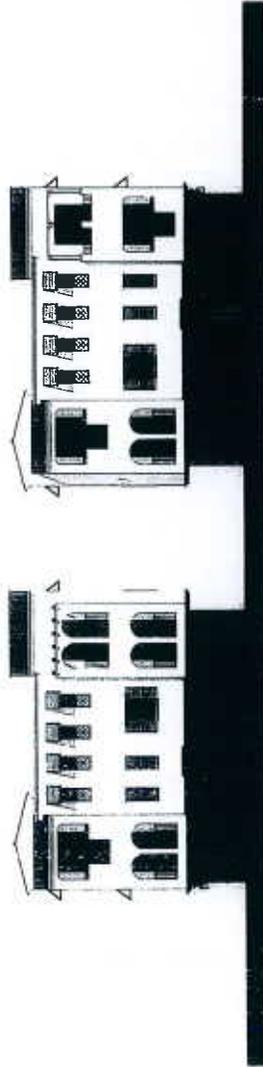
INTEGRAL
 LANDSCAPE ARCHITECTURE



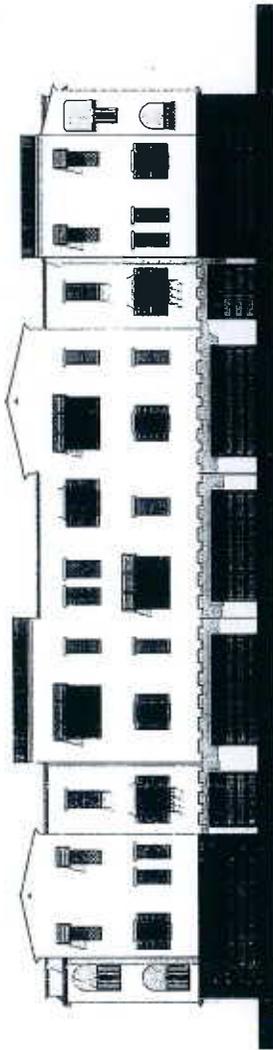
OVERALL ARCHITECTURAL SITE PLAN SHEET NO. 1
 (FOR PRELIMINARY PLAN REVIEW) **A.0**



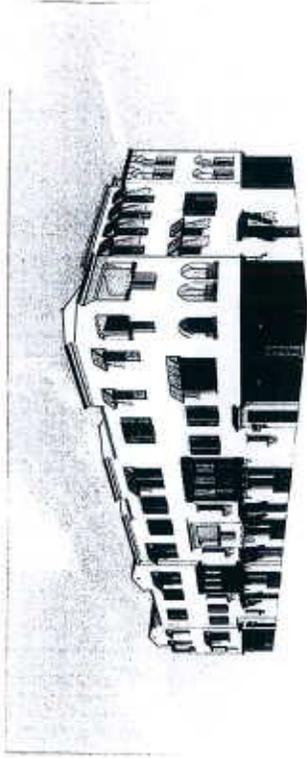
7 PLEX FRONT



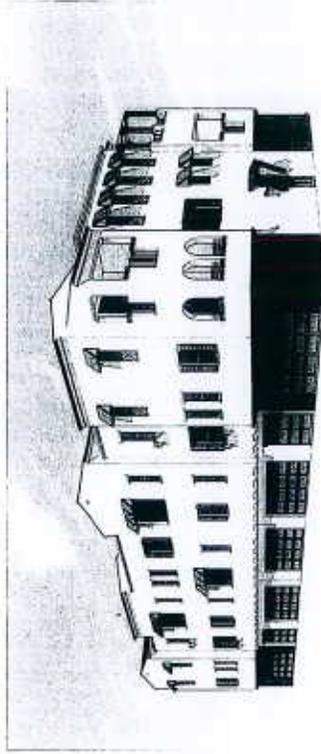
7 PLEX SIDES



7 PLEX REAR



FRONT PERSPECTIVE



REAR PERSPECTIVE

MATERIALS AND COLORS

- 1. EXTERIOR WALLS: LIGHT GRAY STUCCO
- 2. EXTERIOR WALLS: LIGHT GRAY STUCCO
- 3. EXTERIOR WALLS: LIGHT GRAY STUCCO
- 4. EXTERIOR WALLS: LIGHT GRAY STUCCO
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- 13. EXTERIOR WALLS: LIGHT GRAY STUCCO
- 14. EXTERIOR WALLS: LIGHT GRAY STUCCO
- 15. EXTERIOR WALLS: LIGHT GRAY STUCCO
- 16. EXTERIOR WALLS: LIGHT GRAY STUCCO
- 17. EXTERIOR WALLS: LIGHT GRAY STUCCO
- 18. EXTERIOR WALLS: LIGHT GRAY STUCCO
- 19. EXTERIOR WALLS: LIGHT GRAY STUCCO
- 20. EXTERIOR WALLS: LIGHT GRAY STUCCO

INTEGRAL ARCHITECTURE
 1000 14th Street, Suite 100
 Berkeley, CA 94710
 Tel: 415.863.1111
 www.integralarch.com

DATE: 03/27/14
 U.A. JOB # 13-146

7 PLEX ARENA
 3-STORY ELEVATIONS
 AP.13 A1

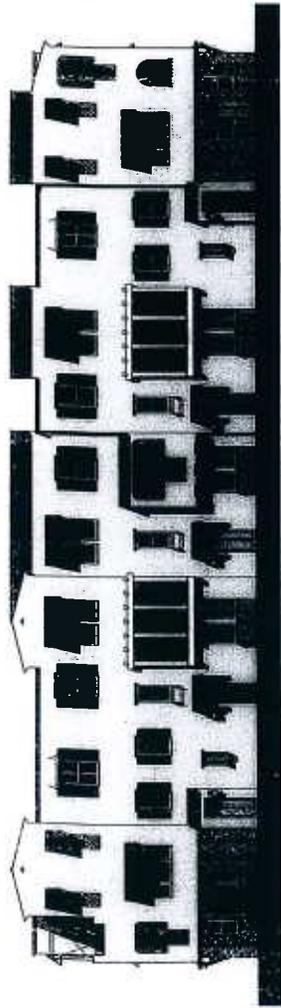
Sheet No. 7 PLEX ARENA
 3-STORY ELEVATIONS
 AP.13 A1

CEDAR TOWNHOMES

Newark, CA
 DATE: 03/27/14
 U.A. JOB # 13-146

DATE: 5/13/14

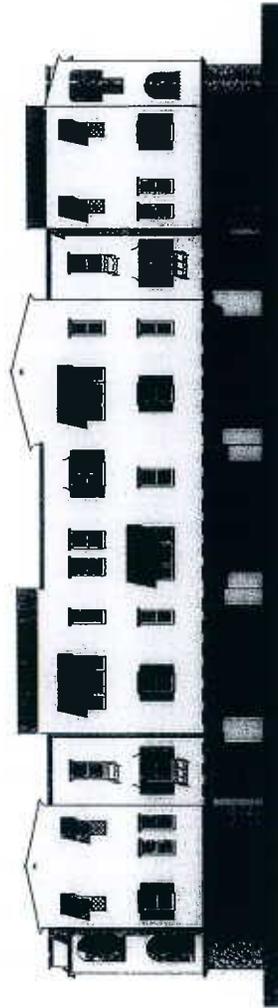




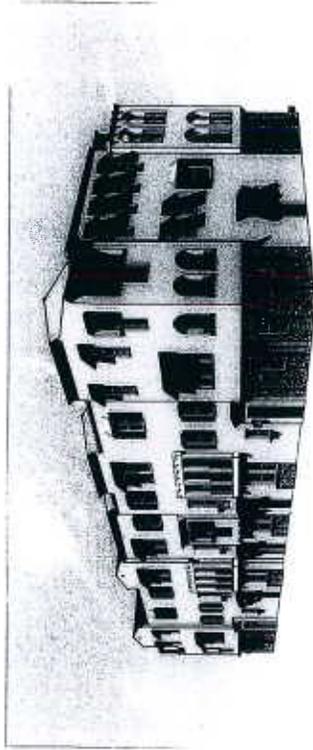
7 PLEX FRONT



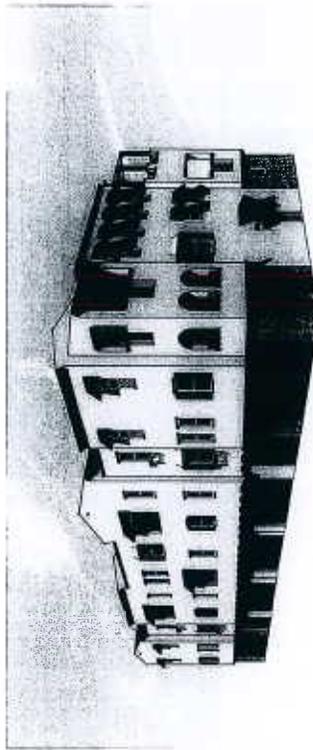
7 PLEX SIDES



7 PLEX REAR



FRONT PERSPECTIVE



REAR PERSPECTIVE

MATERIALS AND COLORS

- INTERIOR FINISHES:
 - WALLS: SHEETROCK, PAINTED WHITE
 - FLOORS: 3/4" OAK HARDWOOD
 - CEILING: 6" POP
 - BATHS: CERAMIC TILE
 - KITCHENS: GRANITE COUNTERTOPS
- EXTERIOR FINISHES:
 - SIDING: 1/2" ASPEN SHAKES
 - ROOFING: 30 YEAR ASPH/FLT SHINGLES
 - WINDOWS: 1/2" ALUMINUM FRAME, DOUBLE GLAZED
 - DOORS: 1/2" ALUMINUM FRAME, DOUBLE GLAZED
 - TRIM: 1/2" ALUMINUM FRAME, DOUBLE GLAZED
 - PAINT: EXTERIOR: TITAN BROWN, INTERIOR: WHITE

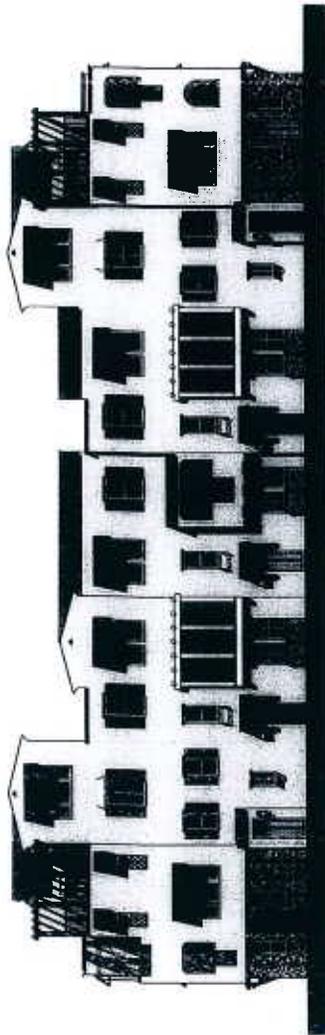


DATE: 5/13/14
 INTEGRAL
 ARCHITECTURE

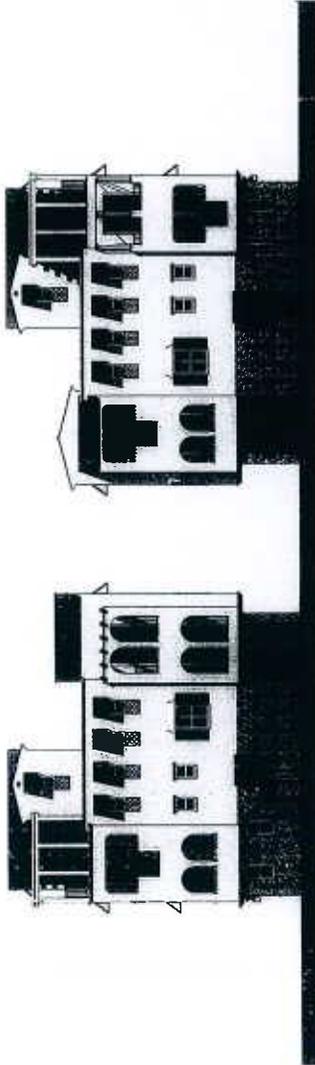
CEDAR TOWNHOMES
 Newark, CA
 DATE: 02/27/14
 SHEET NO. 13-156

7 PLEX B
 3-STORY ELEVATIONS
 A414A2

URBAN ARENA
 ARCHITECTURE



7 PLEX FRONT



7 PLEX SIDES



7 PLEX REAR

CEDAR TOWNHOMES

Newark, CA

DATE: 03/27/14
 SA: 228 / 13-156

DATE: 03/27/14

INTEGRAL
 ARCHITECTURE

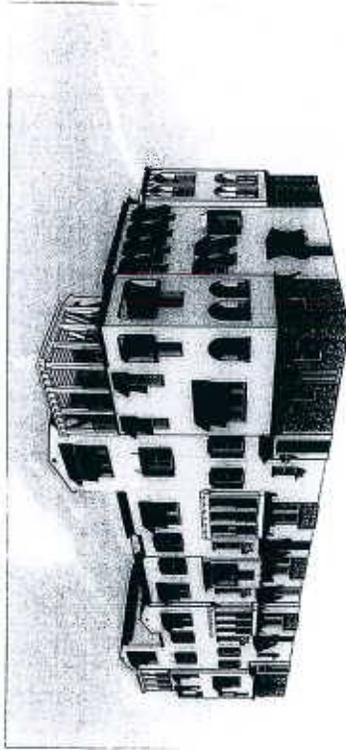


**URBAN
 ARENA**

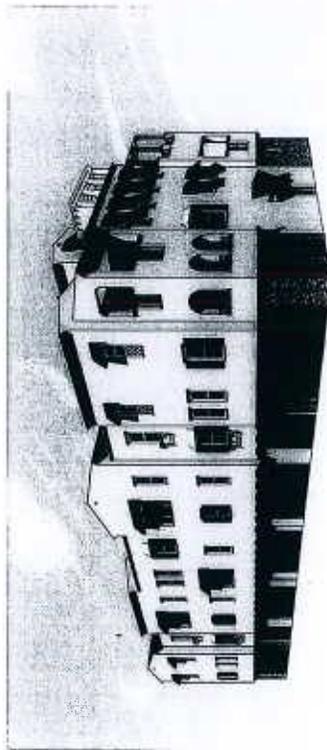


Project: 228 / 13-156
 Sheet no. **Ap-16 A4**

4-STORY ELEVATIONS
 7-PLEX B



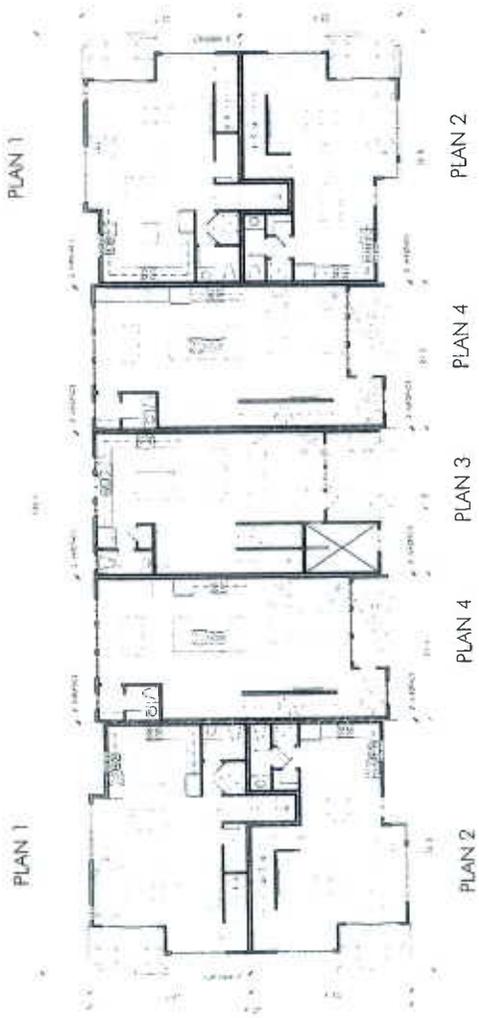
FRONT PERSPECTIVE



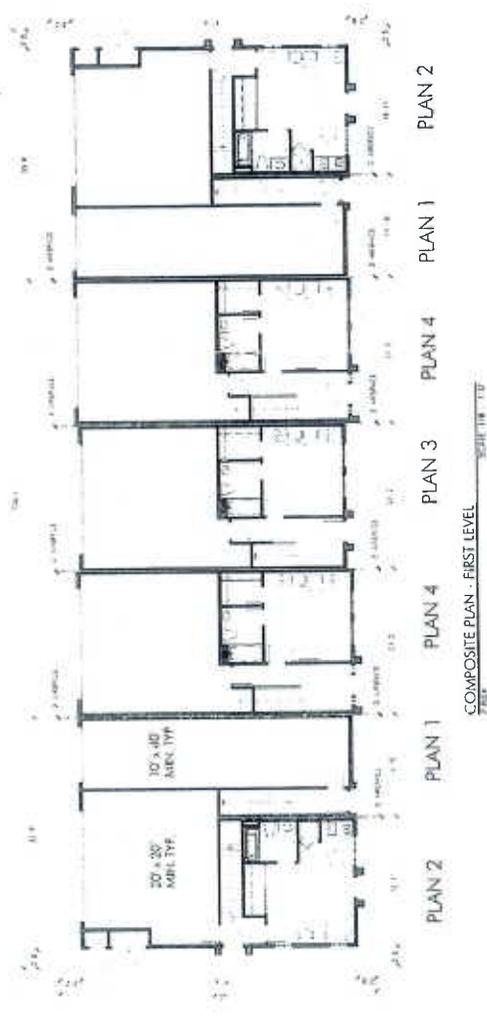
REAR PERSPECTIVE

MATERIALS AND COLORS

- 1. EXTERIOR WALLS: LIGHT GRAY CONCRETE
- 2. EXTERIOR WALLS: LIGHT GRAY CONCRETE
- 3. EXTERIOR WALLS: LIGHT GRAY CONCRETE
- 4. EXTERIOR WALLS: LIGHT GRAY CONCRETE
- 5. EXTERIOR WALLS: LIGHT GRAY CONCRETE
- 6. EXTERIOR WALLS: LIGHT GRAY CONCRETE
- 7. EXTERIOR WALLS: LIGHT GRAY CONCRETE
- 8. EXTERIOR WALLS: LIGHT GRAY CONCRETE
- 9. EXTERIOR WALLS: LIGHT GRAY CONCRETE
- 10. EXTERIOR WALLS: LIGHT GRAY CONCRETE
- 11. EXTERIOR WALLS: LIGHT GRAY CONCRETE
- 12. EXTERIOR WALLS: LIGHT GRAY CONCRETE
- 13. EXTERIOR WALLS: LIGHT GRAY CONCRETE
- 14. EXTERIOR WALLS: LIGHT GRAY CONCRETE
- 15. EXTERIOR WALLS: LIGHT GRAY CONCRETE
- 16. EXTERIOR WALLS: LIGHT GRAY CONCRETE
- 17. EXTERIOR WALLS: LIGHT GRAY CONCRETE
- 18. EXTERIOR WALLS: LIGHT GRAY CONCRETE
- 19. EXTERIOR WALLS: LIGHT GRAY CONCRETE
- 20. EXTERIOR WALLS: LIGHT GRAY CONCRETE



COMPOSITE PLAN - SECOND LEVEL



COMPOSITE PLAN - FIRST LEVEL

PLAN 1 SUMMARY

AREA	1,100
PERIMETER	1,200
WALL	1,200
DOOR	1,200
WINDOW	1,200

PLAN 2 SUMMARY

AREA	1,100
PERIMETER	1,200
WALL	1,200
DOOR	1,200
WINDOW	1,200

PLAN 3 SUMMARY

AREA	1,100
PERIMETER	1,200
WALL	1,200
DOOR	1,200
WINDOW	1,200

PLAN 4 SUMMARY

AREA	1,100
PERIMETER	1,200
WALL	1,200
DOOR	1,200
WINDOW	1,200

CEDAR TOWNHOMES

Newark, CA

DATE: 01/27/14
 DRAWN BY: JLS

DATE: 01/31/14



3-STORY COMPOSITE PLANS
 7- PLEX
 Sheet no. **A011 A5**



COMPOSITE PLAN - THIRD LEVEL
SCALE: 1/8" = 1'-0"

CEDAR TOWNHOMES

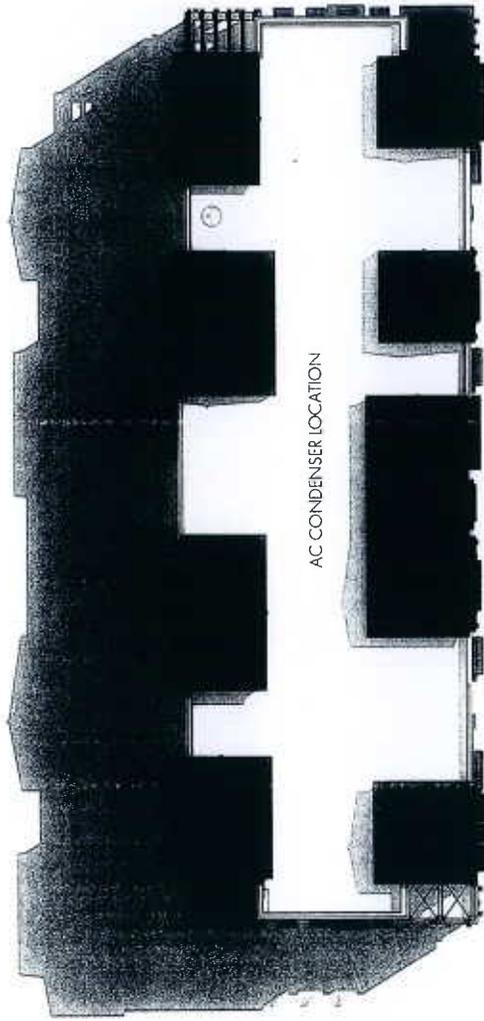
Newark, CA
DATE: 09/14
DRAWN BY: JLS

DATE: 8/10/14

INTEGRAL
ARCHITECTURE LLP



3-STORY COMPOSITE PLANS
7-PLEX
Sheet no. **AP-18 A6**



AC CONDENSER LOCATION



CEDAR TOWNHOMES

Newark, CA

DATE: 03/27/14
 JOB # 13-155

DATE: 3/13/14

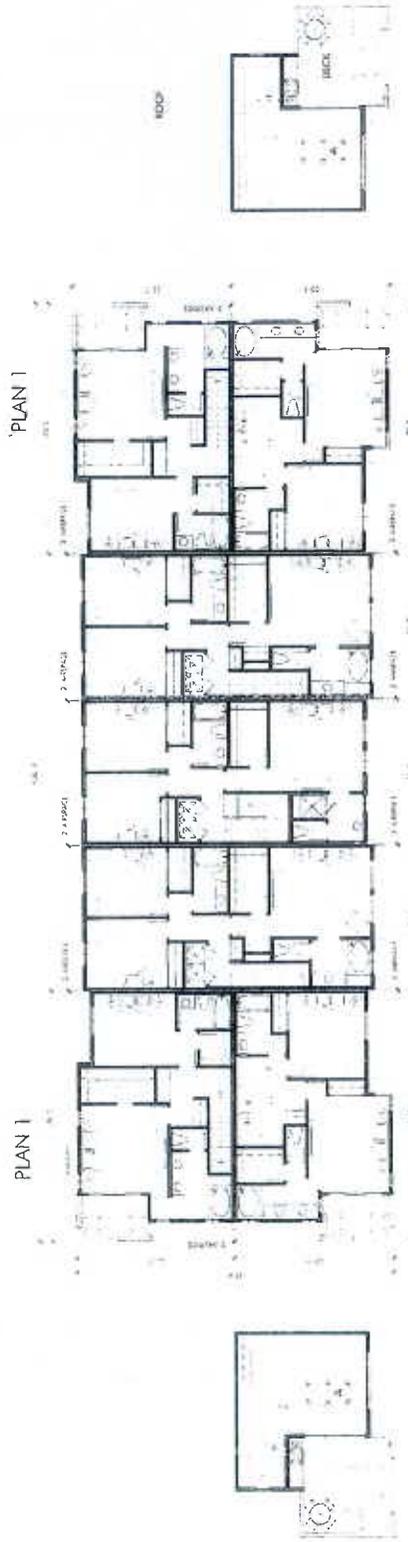
INTEGRAL
 ARCHITECTURE & INTERIOR DESIGN

URBAN ARENA
 ARCHITECTURE & INTERIOR DESIGN



Entitlement Set
 Sheet no. **APP 19 A6R**
3-STORY ROOF PLAN
 7- PLEX

COMPOSITE ROOF PLAN
SCALE: 1/8" = 1'-0"



PLAN 2A

COMPOSITE PLAN - FOURTH LEVEL
SCALE: 1/8" = 1'-0"

PLAN 2A

COMPOSITE PLAN - THIRD LEVEL
SCALE: 1/8" = 1'-0"

PLAN 2A

COMPOSITE PLAN - FOURTH LEVEL
SCALE: 1/8" = 1'-0"

CEDAR TOWNHOMES

Newark, CA

DATE: 03/27/14
BY: JCB, EJD, LMB

DATE: 5/3/14

INTEGRAL
ARCHITECTURE & INTERIORS
A Division of URBAN ARENA

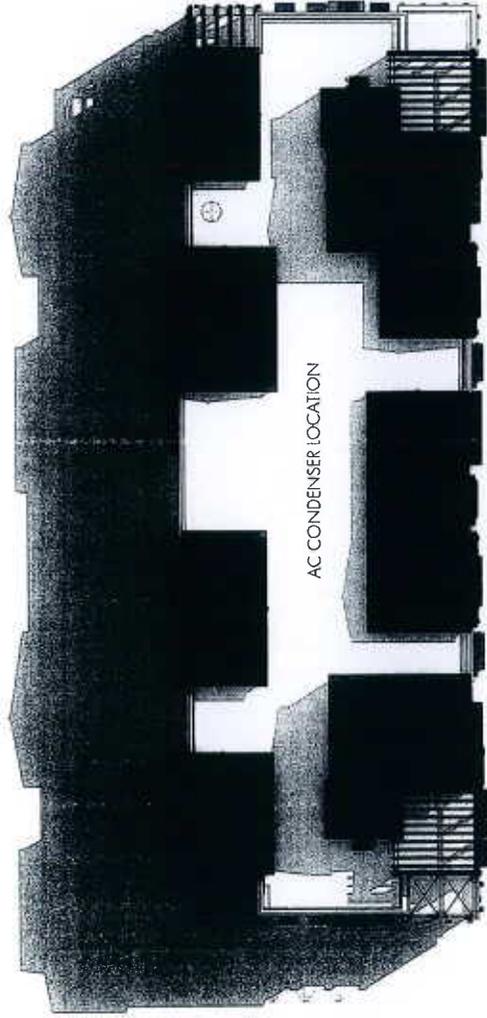


URBAN ARENA
ARCHITECTURE & INTERIORS
1100 MARKET STREET, SUITE 200
SAN FRANCISCO, CA 94102
TEL: 415.774.4400
WWW.URBANARENA.COM

Enrollment No.
Steel no.

7-PLEX
4-STORY COMPOSITE PLANS

APR 21 A8



AC CONDENSER LOCATION



CEDAR TOWNHOMES

Newark, CA

DATE: 02/27/14
 JOB # 13-125

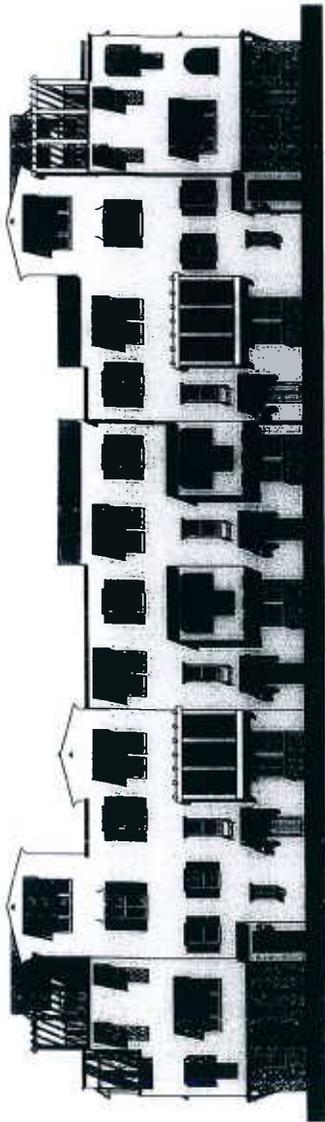
DATE: 8/13/14

INTEGRAL
 ARCHITECTURE & INTERIORS

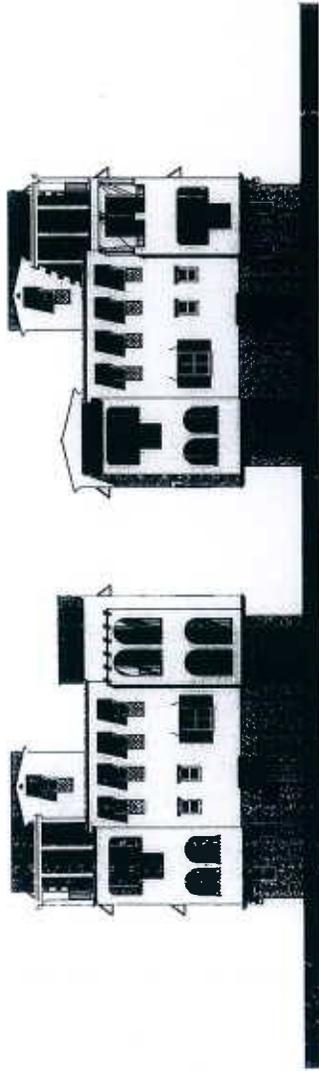
URBAN ARENA
 ARCHITECTURE & INTERIORS



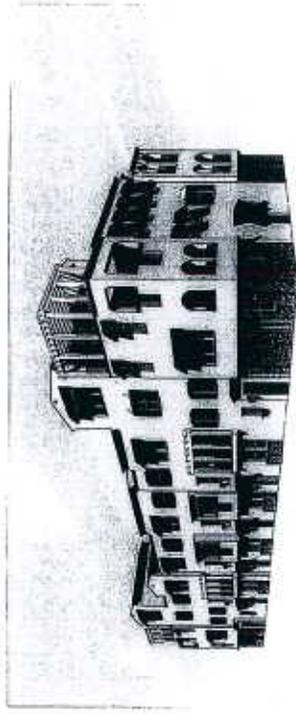
Development Set
 Sheet no. **A70A8R**
 4-STORY ROOF PLAN
 7- PLEX



8 PLEX FRONT



8 PLEX SIDES



FRONT PERSPECTIVE



REAR PERSPECTIVE

MATERIALS AND COLORS

- 1. EXTERIOR WALLS: LIGHT GRAY CONCRETE BLOCK
- 2. EXTERIOR WALLS: WHITE STUCCO
- 3. EXTERIOR WALLS: DARK GRAY CONCRETE BLOCK
- 4. EXTERIOR WALLS: LIGHT GRAY CONCRETE BLOCK
- 5. EXTERIOR WALLS: WHITE STUCCO
- 6. EXTERIOR WALLS: DARK GRAY CONCRETE BLOCK
- 7. EXTERIOR WALLS: LIGHT GRAY CONCRETE BLOCK
- 8. EXTERIOR WALLS: WHITE STUCCO
- 9. EXTERIOR WALLS: DARK GRAY CONCRETE BLOCK
- 10. EXTERIOR WALLS: LIGHT GRAY CONCRETE BLOCK
- 11. EXTERIOR WALLS: WHITE STUCCO
- 12. EXTERIOR WALLS: DARK GRAY CONCRETE BLOCK
- 13. EXTERIOR WALLS: LIGHT GRAY CONCRETE BLOCK
- 14. EXTERIOR WALLS: WHITE STUCCO
- 15. EXTERIOR WALLS: DARK GRAY CONCRETE BLOCK
- 16. EXTERIOR WALLS: LIGHT GRAY CONCRETE BLOCK
- 17. EXTERIOR WALLS: WHITE STUCCO
- 18. EXTERIOR WALLS: DARK GRAY CONCRETE BLOCK
- 19. EXTERIOR WALLS: LIGHT GRAY CONCRETE BLOCK
- 20. EXTERIOR WALLS: WHITE STUCCO

8 PLEX REAR
CEDAR TOWNHOMES
 Newark, CA

DATE: 01/20/14
 DATE: 03/27/14
 BY: JCB, RJS, MB

INTEGRAL
 ARCHITECTURE



URBAN ARENA
 ARCHITECTURE



4-STORY ELEVATIONS
 8-PLEX B

Enrichment Set
 Sheet no.
AP2A10



PLAN 2A

COMPOSITE PLAN - FOURTH LEVEL

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



PLAN 2A

COMPOSITE PLAN - FOURTH LEVEL

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

PLAN 1



PLAN 1

PLAN 2A

PLAN 4

PLAN 3

PLAN 3

PLAN 4

PLAN 2A

COMPOSITE PLAN - THIRD LEVEL

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

CEDAR TOWNHOMES

Newark, CA

DATE: 09/27/14
JOB: 13087-13166

DATE: 03/31/14



INTEGRAL
ARCHITECTURE

4-STORY COMPOSITE PLANS

8- PLEX

DIFFERENTIAL

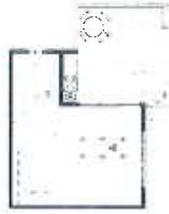
APPA 12



PLAN 2A

COMPOSITE PLAN - FOURTH LEVEL

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



PLAN 2A

COMPOSITE PLAN - FOURTH LEVEL

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



PLAN 1

PLAN 1

PLAN 2A

PLAN 4

PLAN 3

PLAN 4

PLAN 3

PLAN 4

PLAN 2A

COMPOSITE PLAN - THIRD LEVEL

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

CEDAR TOWNHOMES

Newark, CA
DATE: 09/27/14
DRAWN BY: J. L. HARRIS

DATE: 01/20/14



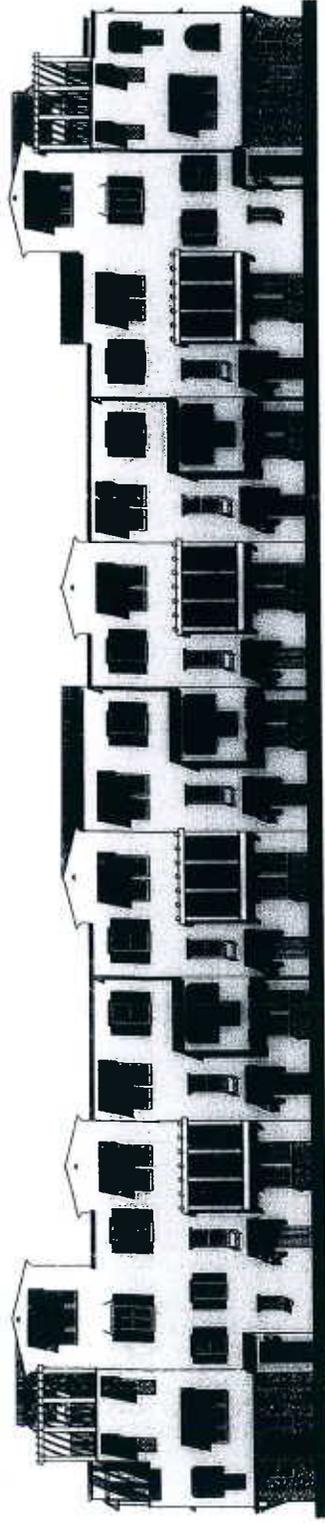
INTEGRAL ARCHITECTURE



URBAN ARENA

4-STORY COMPOSITE PLANS
9-PLEX SHEET NO. **AP-A15**

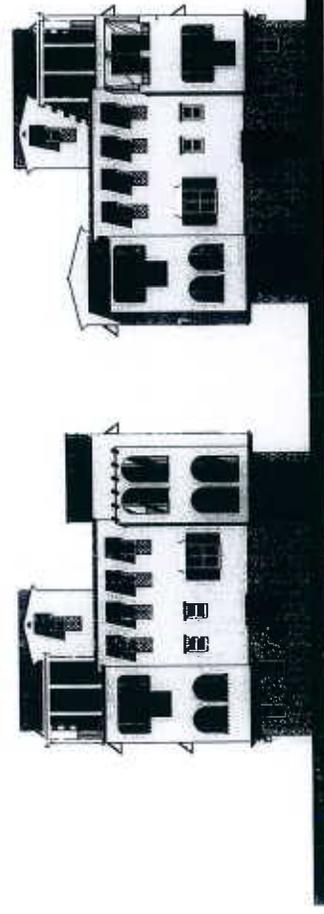
Full Project Set



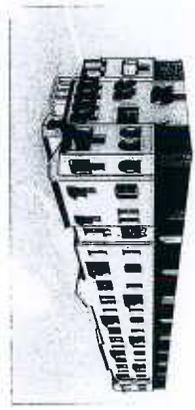
11 PLEX FRONT



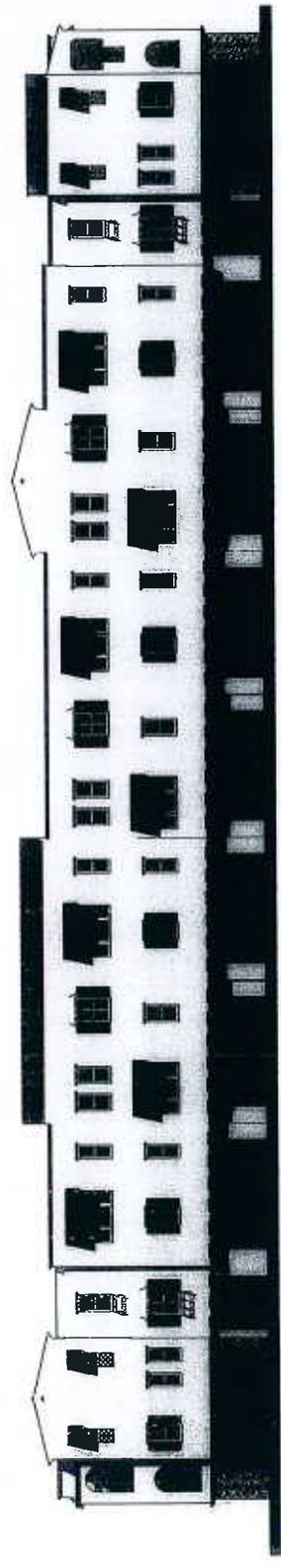
FRONT PERSPECTIVE



11 PLEX SIDES



REAR PERSPECTIVE



11 PLEX REAR

MATERIALS AND COLORS

1. EXTERIOR WALLS: LIGHT GRAY CONCRETE
2. EXTERIOR WALLS: LIGHT GRAY CONCRETE
3. EXTERIOR WALLS: LIGHT GRAY CONCRETE
4. EXTERIOR WALLS: LIGHT GRAY CONCRETE
5. EXTERIOR WALLS: LIGHT GRAY CONCRETE
6. EXTERIOR WALLS: LIGHT GRAY CONCRETE
7. EXTERIOR WALLS: LIGHT GRAY CONCRETE
8. EXTERIOR WALLS: LIGHT GRAY CONCRETE
9. EXTERIOR WALLS: LIGHT GRAY CONCRETE
10. EXTERIOR WALLS: LIGHT GRAY CONCRETE
11. EXTERIOR WALLS: LIGHT GRAY CONCRETE
12. EXTERIOR WALLS: LIGHT GRAY CONCRETE
13. EXTERIOR WALLS: LIGHT GRAY CONCRETE
14. EXTERIOR WALLS: LIGHT GRAY CONCRETE
15. EXTERIOR WALLS: LIGHT GRAY CONCRETE



11- PLEX B
4- STORY ELEVATION
A16



INTEGRAL
ARCHITECTURAL GROUP

DATE: 8/13/14

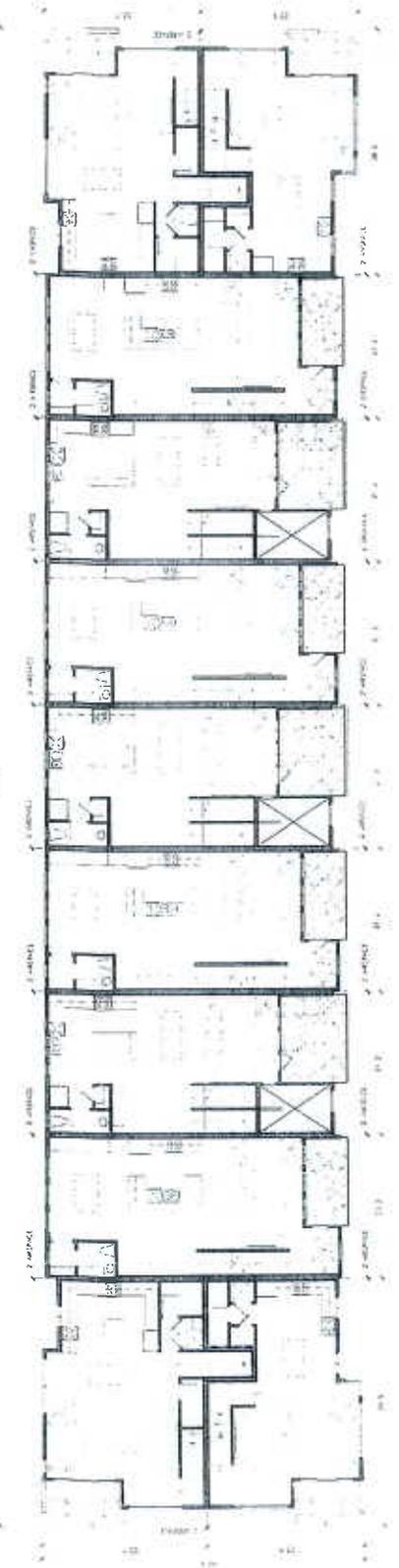
CEDAR TOWNHOMES

Newark, CA
DATE: 03/27/14
JOB # 13-166

Enrollment Set
Sheet No.

PLAN 1

PLAN 1



PLAN 2A

PLAN 4

PLAN 3

PLAN 4

PLAN 3

PLAN 4

PLAN 3

PLAN 4

PLAN 3

PLAN 2A

COMPOSITE PLAN - SECOND LEVEL
SCALE 1/8" = 1'-0"

PLAN 1 SUMMARY

DATE	02/07/14
PROJECT	4-Story Composite Plans
CLIENT	Urban Arena
ARCHITECT	Integral Architecture
SCALE	1/8" = 1'-0"
NO.	17

PLAN 2A SUMMARY

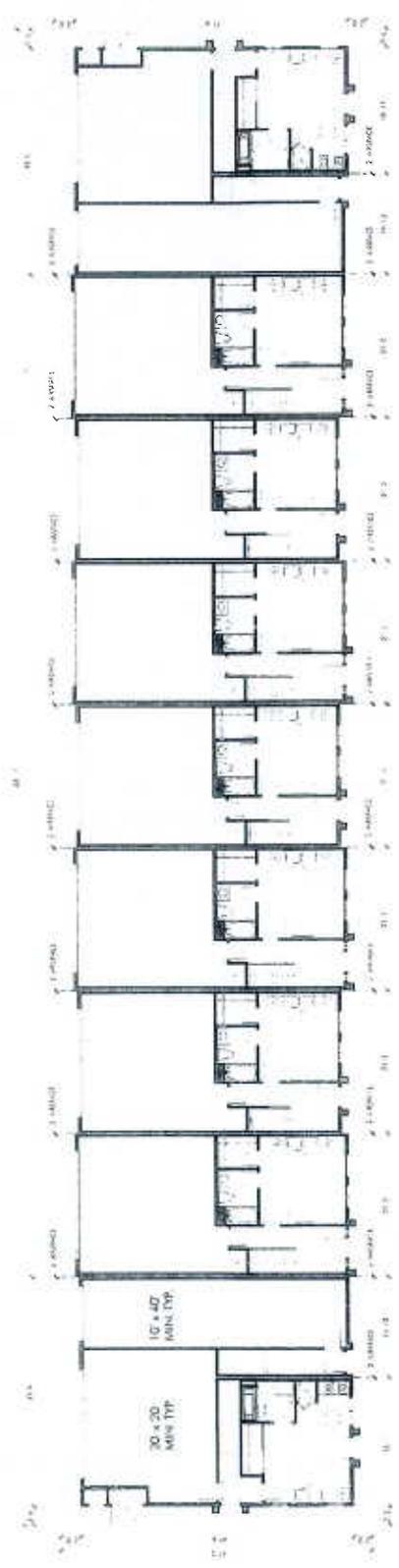
DATE	02/07/14
PROJECT	4-Story Composite Plans
CLIENT	Urban Arena
ARCHITECT	Integral Architecture
SCALE	1/8" = 1'-0"
NO.	17

PLAN 3 SUMMARY

DATE	02/07/14
PROJECT	4-Story Composite Plans
CLIENT	Urban Arena
ARCHITECT	Integral Architecture
SCALE	1/8" = 1'-0"
NO.	17

PLAN 4 SUMMARY

DATE	02/07/14
PROJECT	4-Story Composite Plans
CLIENT	Urban Arena
ARCHITECT	Integral Architecture
SCALE	1/8" = 1'-0"
NO.	17



PLAN 2A

PLAN 1

PLAN 4

PLAN 3

PLAN 4

PLAN 3

PLAN 4

PLAN 3

PLAN 4

PLAN 3

PLAN 2A

COMPOSITE PLAN - FIRST LEVEL
SCALE 1/8" = 1'-0"

CEDAR TOWNHOMES

Newark, CA

DATE: 02/07/14
JOB # 13-104





PLAN 2A

COMPOSITE PLAN - FOURTH LEVEL

SCALE 1/8" = 1'-0"



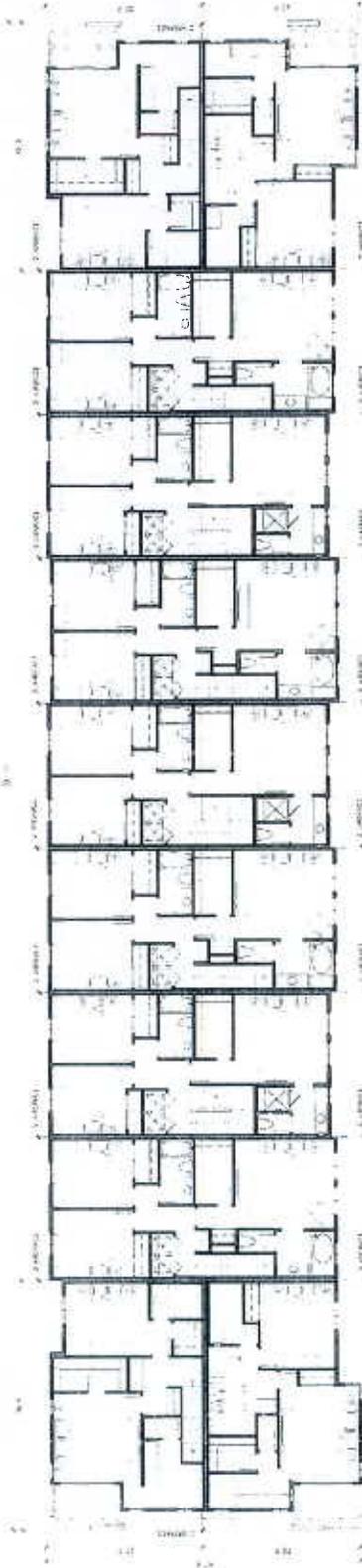
PLAN 2A

COMPOSITE PLAN - FOURTH LEVEL

SCALE 1/8" = 1'-0"

PLAN 1

PLAN 1



PLAN 2A

PLAN 2A

COMPOSITE PLAN - THIRD LEVEL

SCALE 1/8" = 1'-0"

CEDAR TOWNHOMES

Newark, CA

DATE: 09/27/14
DRAWN BY: JTB/MS

DATE: 03/20/14



INTEGRAL
ARCHITECTURE

4-STORY COMPOSITE PLANS

AP32A18

ATTACHMENT FOR
SHEET NO.

(7) By motion, approve ASR-14-9, an Architectural and Site Plan Review, with Exhibit A pages 1 to 33.

CEDAR TOWNHOMES

SITE DEVELOPMENT PLAN AND TENTATIVE MAP CITY OF NEWARK, CALIFORNIA



SHEET INDEX

T1	TITLE SHEET
T2	TENTATIVE MAP
T3	TITLE SHEET
T4	SITE PLAN
T5	GRADING AND DRAINAGE PLAN
T6	UTILITY PLAN AND STREET CROSS-SECTIONS
T7	STORM WATER CONTROL PLAN
T8	FIRE ACCESS PLAN
ARCHITECTURAL/LANDSCAPE PLANS	
A00	COVER SHEET
A0	OVERALL ARCHITECTURAL SITE PLAN
L-1	CONCEPTUAL LANDSCAPE PLAN
L-2	CONCEPTUAL WALL & FENCE PLAN
L-3	CONCEPTUAL LANDSCAPE CALCULATION PLAN
A1	1-FLEX 8.1 - STORY ELEVATIONS
A2	1-FLEX 8.2 - STORY ELEVATIONS
A3	1-FLEX 8.4 - STORY ELEVATIONS
A4	1-FLEX 8.4 - STORY ELEVATIONS
A5	1-FLEX 3 - STORY COMPOSITE PLANS
A6	1-FLEX 3 - STORY COMPOSITE PLANS
A6R	1-FLEX 3 - STORY ROOF PLAN
A7	1-FLEX 4 - STORY COMPOSITE PLANS
A8	1-FLEX 4 - STORY COMPOSITE PLANS
ABR	1-FLEX 4 - STORY ROOF PLAN
A9	1-FLEX 4.4 - STORY ELEVATIONS
A10	1-FLEX 4.4 - STORY ELEVATIONS
A11	1-FLEX 4 - STORY COMPOSITE PLANS
A12	1-FLEX 4 - STORY COMPOSITE PLANS
A12R	1-FLEX 4 - STORY ROOF PLAN
A13	1-FLEX 4.4 - STORY ELEVATIONS
A14	1-FLEX 4-4 STORY COMPOSITE PLANS
A15	1-FLEX 4 - STORY COMPOSITE PLANS
A15R	1-FLEX 4-4 STORY ROOF PLAN
A16	1-FLEX 8.4 - STORY ELEVATIONS
A17	1-FLEX 8.4 - STORY COMPOSITE PLANS
A18	1-FLEX 4 - STORY COMPOSITE PLANS
A18R	1-FLEX 4 - STORY ROOF PLAN

PROJECT INFORMATION:

SITE AREA: 4.28 ± AC
A.P.N.: 901-0195-039
EXISTING ZONING: CC - COMMUNITY COMMERCIAL
PROPOSED ZONING: R-1500 (HIGH DENSITY RESIDENTIAL -1,500)
PROPOSED LAND USE: 85 TOWNHOMES

PROJECT TEAM:

CONSULTANT

INTEGRAL COMMUNITIES, INC.
 KEVIN PAYER
 3014 CONDA WAY, SUITE 102
 DAVISVILLE, CA 94515
 (925) 899-2665

CIVIL ENGINEER

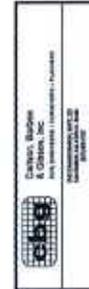
CARLSON, BARBER & GIBSON, INC.
 GREG HELLER
 2001 CAMINO RAMON, SUITE 310
 SAN RAMON, CA 94583
 (925) 885-0222

ARCHITECT

URBAN ARENA, LLC
 KIM DAKTERIS
 3165 RED HILL AVENUE, SUITE 107
 COSTA MESA, CA 92626
 (714) 794-1406

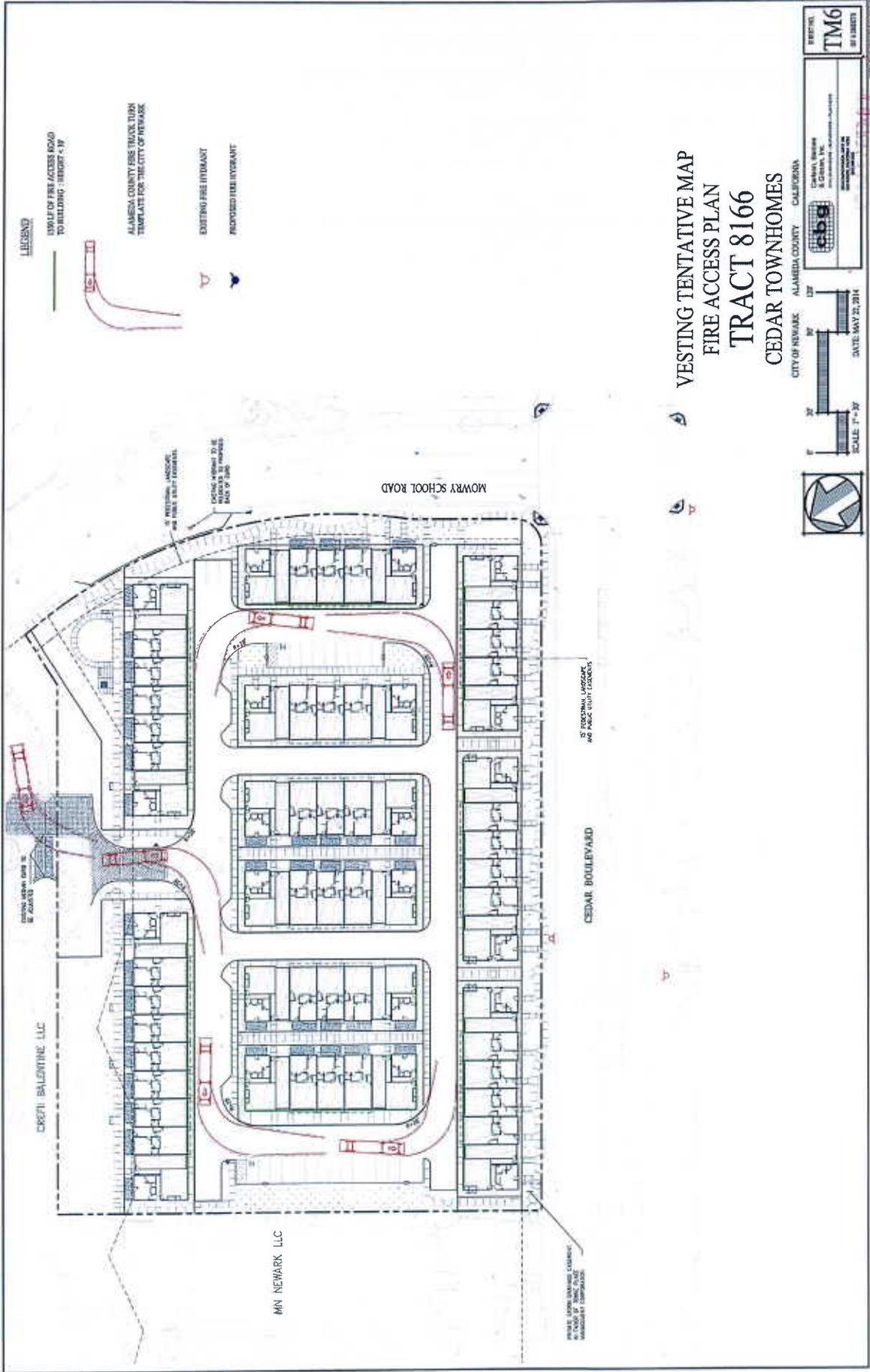
LANDSCAPE ARCHITECT

URBAN ARENA, LLC
 VICTOR GO
 3165 RED HILL AVENUE, SUITE F
 COSTA MESA, CA 92626
 (714) 794-1406



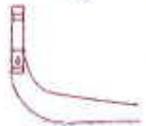
T-1

MAY 22, 2014



LEGEND

10' WIDEL FIRE ACCESS ROAD TO BUILDING - HEIGHT < 3'0"



ALAMEDA COUNTY FIRE TRUCK TUSH TEMPLATE FOR THE CITY OF NEWARK

EXISTING FIRE HYDRANT

PROPOSED FIRE HYDRANT

EXISTING FIRE HYDRANT AND FIRE TRUCK TUSH

EXISTING FIRE HYDRANT AND FIRE TRUCK TUSH

CRESTA VALENTINE LLC

CRESTA VALENTINE LLC

MN NEWARK LLC

MOWRY SCHOOL ROAD

CEDAR BOULEVARD

EXISTING FIRE HYDRANT AND FIRE TRUCK TUSH

PROPOSED FIRE HYDRANT AND FIRE TRUCK TUSH

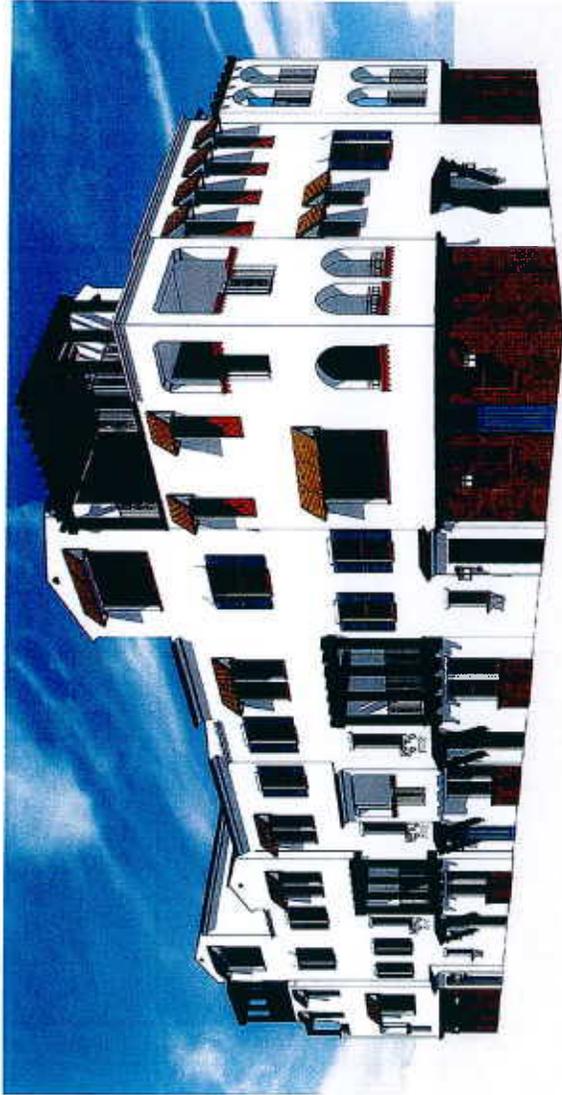
**VESTING TENTATIVE MAP
FIRE ACCESS PLAN
TRACT 8166
CEDAR TOWNHOMES**

CITY OF NEWARK ALAMEDA COUNTY CALIFORNIA
DATE: MAY 22, 2014
SCALE: 1" = 10'



ENGINEER
TM6
BY LICENSE

Ap.1



- COVER SHEET**
- A0: ARCHITECTURAL SITE PLAN
 - L1: CONCEPTUAL LANDSCAPE PLAN
 - L2: CONCEPTUAL WALL AND FENCE PLAN
 - L3: CONCEPTUAL LANDSCAPE AND CALCULATION PLAN
 - A1: 7-PLEX "A" 3-STORY ELEVATIONS
 - A2: 7-PLEX "B" 3-STORY ELEVATIONS
 - A3: 7-PLEX "A" 4-STORY ELEVATIONS
 - A4: 7-PLEX "B" 4-STORY ELEVATIONS
 - A5: 7-PLEX 3-STORY COMPOSITE PLANS
 - A6: 7-PLEX 3-STORY COMPOSITE PLANS
 - A6R: 7-PLEX 3-STORY ROOF PLANS
 - A7: 7-PLEX 4-STORY COMPOSITE PLANS
 - A8: 7-PLEX 4-STORY COMPOSITE PLANS
 - ABR: 7-PLEX 4-STORY ROOF PLANS
 - A9: 8-PLEX "A" 4-STORY ELEVATIONS
 - A10: 8-PLEX "B" 4-STORY ELEVATIONS
 - A11: 8-PLEX 4-STORY COMPOSITE PLANS
 - A12: 8-PLEX 4-STORY COMPOSITE PLANS
 - A12R: 8-PLEX 4-STORY ROOF PLAN
 - A13: 9-PLEX "A" 4-STORY ELEVATIONS
 - A14: 9-PLEX 4-STORY COMPOSITE PLANS
 - A15: 9-PLEX 4-STORY COMPOSITE PLANS
 - A15R: 9-PLEX 4-STORY ROOF PLAN
 - A16: 11-PLEX "B" 4-STORY ELEVATIONS
 - A17: 11-PLEX 4-STORY COMPOSITE PLANS
 - A18: 11-PLEX 4-STORY COMPOSITE PLANS
 - A18R: 11-PLEX 4-STORY ROOF PLAN

CEDAR TOWNHOMES

Newark, CA

DATE: 02/27/14
 UTA, LOR & L.L.P.



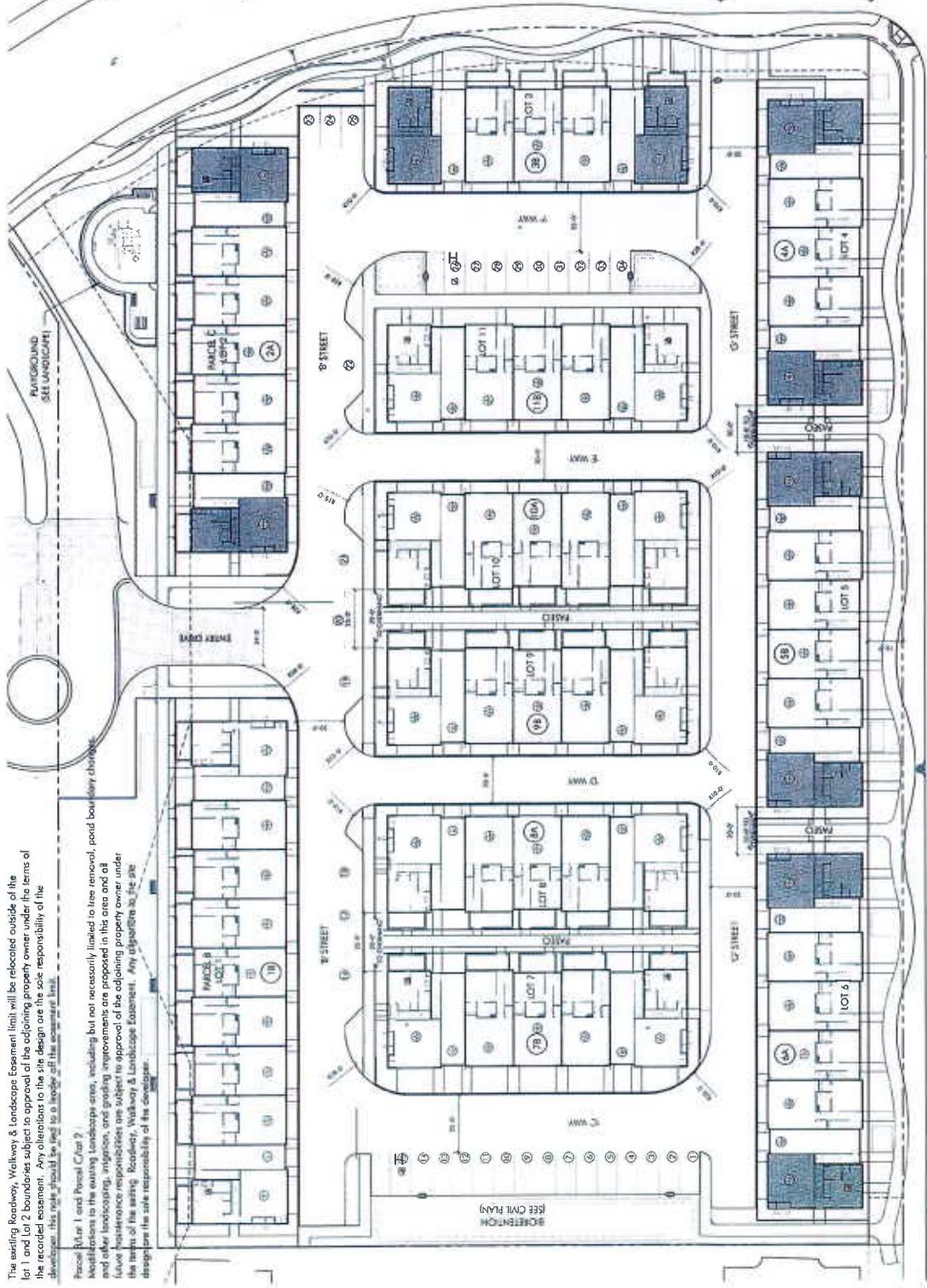
Apr 8

COVER SHEET

Entitlement Set
 Sheet No. **A00**

The existing Roadway, Walkway & Landscape Easement limits will be relocated outside of the lot 1 and lot 2 boundaries subject to approval of the adjoining property owner under the terms of the recorded easement. Any alterations to the site design are the sole responsibility of the developer. This right should be used to a degree of the owner's best interest.

Parcel 10, 11 and Parcel 12 are 9' wide. Modifications to the existing landscape areas, including but not necessarily limited to tree removal, pond boundary changes and other landscape features, and existing improvements are proposed in this area and all such landscape responsibilities are subject to approval of the adjoining property owner under the terms of the existing Roadway, Walkway & Landscape Easement. Any alterations to the site design are the sole responsibility of the developer.



SITE SUMMARY

Unit Count: 85 Units
 Site Area: 4.28 AC
 Net Project Area: 3.81 AC
 Density: 22.3 DU/AC

PLAN TYPE SUMMARY:

Plan Type	S.F.	B.R.	B.A.	GAR	H.T.	TOTAL	TOTAL	
Plan 1	1,688	2/2.5	Tm	3	22	32,892	3	
Plan 2	1,700	2/3.5	St	3	12	20,460	3	
Plan 3A	2,000	2/3.5	St	4	16	30,240	3	
Plan 3	1,900	4/3.5	St	3	16	30,240	3	
Plan 4	3,114	4/3.5	St	3	25	57,888	3	
Total:							85	156,628

BUILDING CODE SUMMARY:

Const. Type: Type VA, 1 Hr.
 Sprinklers: Type 1.36
 Fire Wall: Yes @ 7-Plex, 9-Plex, and 11-Plex
 (Area Separation)
 Accessible Units: 9 Total Req'd. (85 x .10 = 9)
 9 provided

PARKING SUMMARY:

PARKING REQUIRED
 OFF-STREET COVERED SPACES
 PER UNIT (2 PER UNIT) = (85 x 2) = 170 SPACES
 GUEST SPACES = 20% OF
 MULTI-FAMILY UNITS + 1 = (85 x 0.20 + 1) = 18 SPACES

TOTAL PARKING REQUIRED = 188 SPACES

PARKING PROVIDED
 OFF-STREET COVERED SPACES = 170 SPACES

GUEST
 ON-SITE PARALLEL SPACES (IN-TRACT) = 7 SPACES
 ON-SITE 90 DEGREE SPACES (IN-TRACT) = 25 SPACES
 ON-SITE HANDICAP SPACES (IN-TRACT) = 3 SPACES
 MOWRY SCHOOL ROAD (OFF-SITE) = 5 SPACES

TOTAL GUEST PARKING = 35 SPACES

TOTAL PARKING PROVIDED = 205 SPACES

(17.60 DPDA 2 C OF NEWARK MUNICIPAL CODE
 REQUIRES 20% + 1)

- LEGEND:**
- ⊕ Accessible Unit or Accessible Parking Stall
 - Ⓜ Bldg. Number with Elev. Style A or B
 - ① Plan Type 1, 2, 3, 4
 - ② Use Number
 - Ⓟ Parking Stall Number
 - ▭ Patio with Low Walls
 - ④ 4-Story Unit 2A

Note:
 See Landscape and Civil Plans for other info.
 This Site Plan is Preliminary only and is subject to further Engineering and Design Development.
 S.F. is subject to change.

SCALE: 1" = 30'-0"

OVERALL ARCHITECTURAL SITE PLAN SHEET NO. []
 (FOR PRELIMINARY PLAN REVIEW) **A.0**

URBAN ARENA
 215 PARKWAY
 SUITE 200
 NEWARK, NJ 07102
 TEL: 973.261.1111

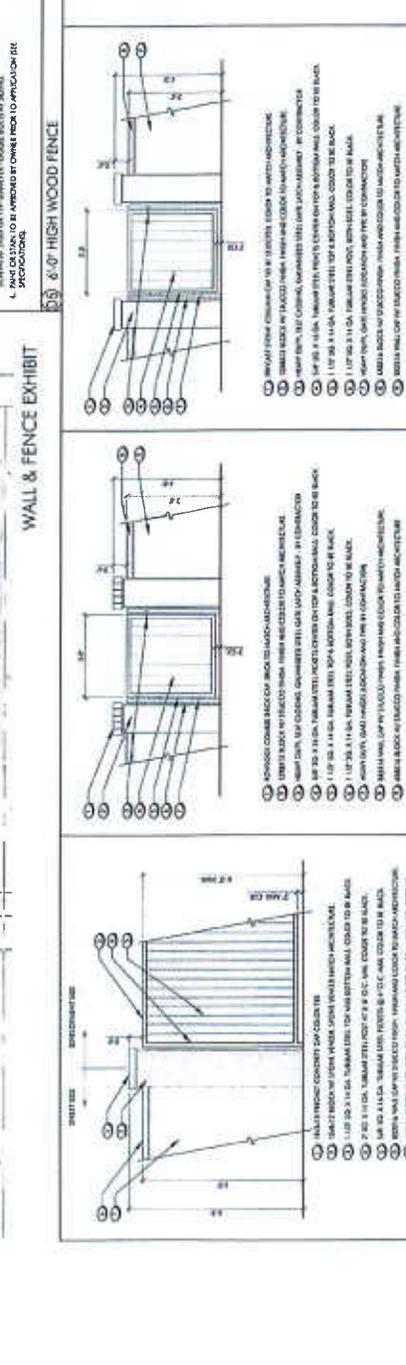
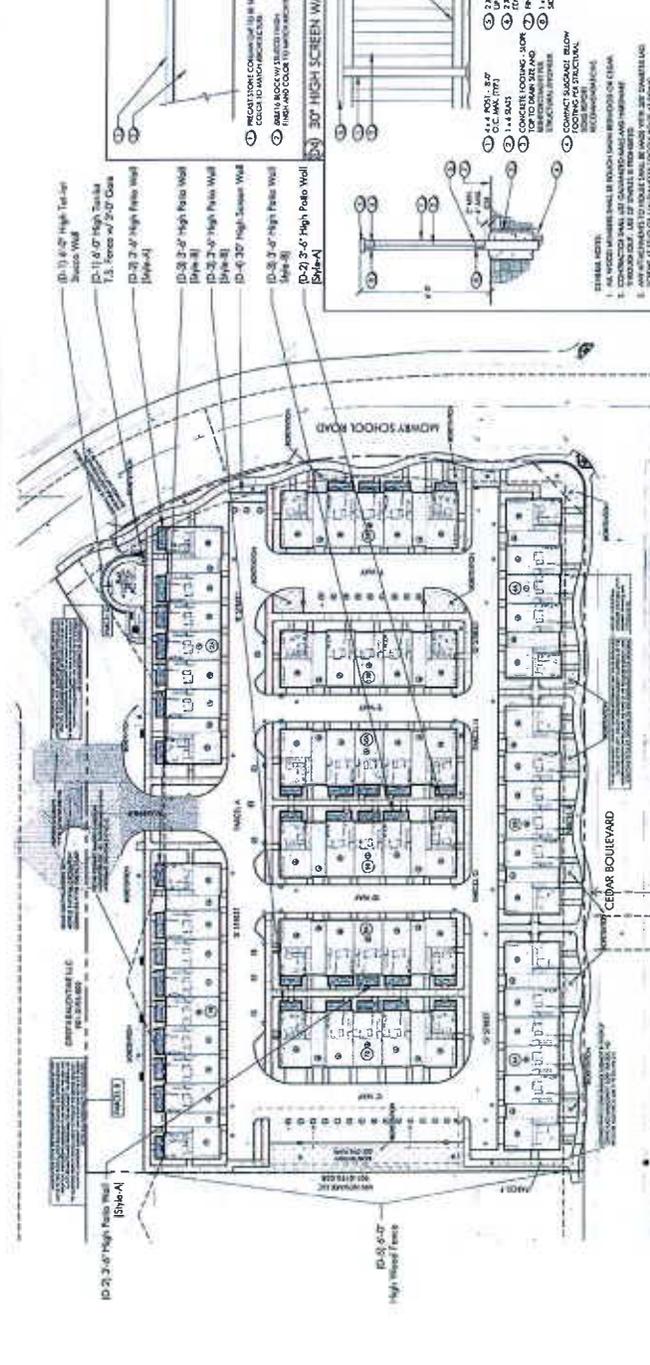
INTEGRAL
 CONSULTING ARCHITECTS
 1000 UNIVERSITY AVENUE
 SUITE 100
 NEWARK, NJ 07102
 TEL: 973.261.1111

DATE: 5/27/14
 NEWARK, CA
 U.A. JOB # 13-101

CEDAR TOWNHOMES
 Cedar Boulevard
 Newark, CA

OVERALL PLANTING LEGEND

TREES	SYMBOL	PLANT SPECIES	PLANTING RATE
1	(Symbol)	ORANGE BLOSSOM	10' x 10'
2	(Symbol)	LEUCODENDRON	10' x 10'
3	(Symbol)	LEUCODENDRON	10' x 10'
4	(Symbol)	LEUCODENDRON	10' x 10'
5	(Symbol)	LEUCODENDRON	10' x 10'
6	(Symbol)	LEUCODENDRON	10' x 10'
7	(Symbol)	LEUCODENDRON	10' x 10'
8	(Symbol)	LEUCODENDRON	10' x 10'
9	(Symbol)	LEUCODENDRON	10' x 10'
10	(Symbol)	LEUCODENDRON	10' x 10'
11	(Symbol)	LEUCODENDRON	10' x 10'
12	(Symbol)	LEUCODENDRON	10' x 10'
13	(Symbol)	LEUCODENDRON	10' x 10'
14	(Symbol)	LEUCODENDRON	10' x 10'
15	(Symbol)	LEUCODENDRON	10' x 10'
16	(Symbol)	LEUCODENDRON	10' x 10'
17	(Symbol)	LEUCODENDRON	10' x 10'
18	(Symbol)	LEUCODENDRON	10' x 10'
19	(Symbol)	LEUCODENDRON	10' x 10'
20	(Symbol)	LEUCODENDRON	10' x 10'
21	(Symbol)	LEUCODENDRON	10' x 10'
22	(Symbol)	LEUCODENDRON	10' x 10'
23	(Symbol)	LEUCODENDRON	10' x 10'
24	(Symbol)	LEUCODENDRON	10' x 10'
25	(Symbol)	LEUCODENDRON	10' x 10'
26	(Symbol)	LEUCODENDRON	10' x 10'
27	(Symbol)	LEUCODENDRON	10' x 10'
28	(Symbol)	LEUCODENDRON	10' x 10'
29	(Symbol)	LEUCODENDRON	10' x 10'
30	(Symbol)	LEUCODENDRON	10' x 10'
31	(Symbol)	LEUCODENDRON	10' x 10'
32	(Symbol)	LEUCODENDRON	10' x 10'
33	(Symbol)	LEUCODENDRON	10' x 10'
34	(Symbol)	LEUCODENDRON	10' x 10'
35	(Symbol)	LEUCODENDRON	10' x 10'
36	(Symbol)	LEUCODENDRON	10' x 10'
37	(Symbol)	LEUCODENDRON	10' x 10'
38	(Symbol)	LEUCODENDRON	10' x 10'
39	(Symbol)	LEUCODENDRON	10' x 10'
40	(Symbol)	LEUCODENDRON	10' x 10'
41	(Symbol)	LEUCODENDRON	10' x 10'
42	(Symbol)	LEUCODENDRON	10' x 10'
43	(Symbol)	LEUCODENDRON	10' x 10'
44	(Symbol)	LEUCODENDRON	10' x 10'
45	(Symbol)	LEUCODENDRON	10' x 10'
46	(Symbol)	LEUCODENDRON	10' x 10'
47	(Symbol)	LEUCODENDRON	10' x 10'
48	(Symbol)	LEUCODENDRON	10' x 10'
49	(Symbol)	LEUCODENDRON	10' x 10'
50	(Symbol)	LEUCODENDRON	10' x 10'



6'-0" H. TOTI-LOT WALUT S. FENCE W/ PLASTER
 3'-6" HIGH PATIO WALL W/ T.S. GATE (STYLE-A)
 3'-6" HIGH PATIO WALL W/ T.S. GATE (STYLE-B)
 8'-0" HIGH WOOD FENCE

WALL & FENCE DETAILS

CEDAR TOWNHOMES

Newark, CA
 DATE: 09/19/14
 04.309.1214



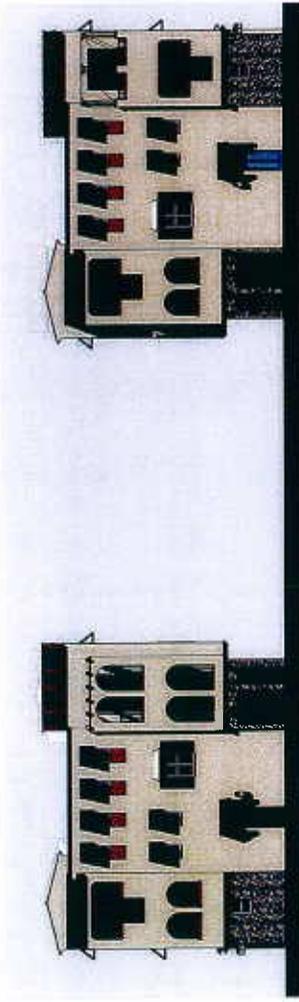
INTEGRAL
 LANDSCAPE ARCHITECTURE



URBAN ARENA
 100 MARKET STREET
 SAN FRANCISCO, CA 94102



7 PLEX FRONT



7 PLEX SIDES



7 PLEX REAR

CEDAR TOWNHOMES

Newark, CA

DATE: 10/27/14
 U.S. JOB # 13-168

DATE: 8/13/14

INTEGRAL
 CLASHING ARCHITECTURE



URBAN ARENA
 110 MARKET STREET
 SUITE 200
 NEWARK, CA 94701



FRONT PERSPECTIVE



REAR PERSPECTIVE

MATERIALS AND COLORS:

- INTERIOR FINISHES: WOOD, STONE, CONCRETE
- EXTERIOR FINISHES: STUCCO, STONE, CONCRETE
- ROOFING: ASPHALT/FLYSH
- PAINTS: WHITE, GREY, TAN, BLUE, RED, GREEN, BLACK
- METALS: BRASS, ALUMINUM, STAINLESS STEEL, CUPRO-NICKEL
- GLASS: CLEAR, TINTED, LOW-E
- FLOORING: WOOD, TILE, CARPET, CONCRETE
- LIGHTING: RECESSED, TRACK, PENDANT, TABLE, WALL
- MECHANICAL: AIR CONDITIONING, HEATING, VENTILATION
- ELECTRICAL: SWITCHES, OUTLETS, DIMMERS, DIMMER
- SECURITY: ALARMS, CAMERAS, INTERCOM
- ACCESSORIES: RAILS, HANDLES, KEYS, LOCKS
- FURNITURE: SOFAS, CHAIRS, TABLES, BEDS, MATTRESSES
- APPLIANCES: REFRIGERATORS, STOVES, DISHWASHERS, WASHERS, DRYERS
- DECORATIVE: ARTWORK, MIRRORS, CLOCKS, LIGHTS
- SIGNAGE: NAME PLATES, MAILBOXES, DIRECTORY
- LANDSCAPE: TREES, SHRUBS, GRASS, MULCH, ROCKS
- EXTERIOR LIGHTING: WALL MOUNTED, RECESSED, TRACK
- SECURITY: METAL REINFORCED GLASS, BURGLAR ALARMS, FIRE ALARMS
- ACCESSORIES: RAILS, HANDLES, KEYS, LOCKS





COMPOSITE PLAN - THIRD LEVEL

CEDAR TOWNHOMES

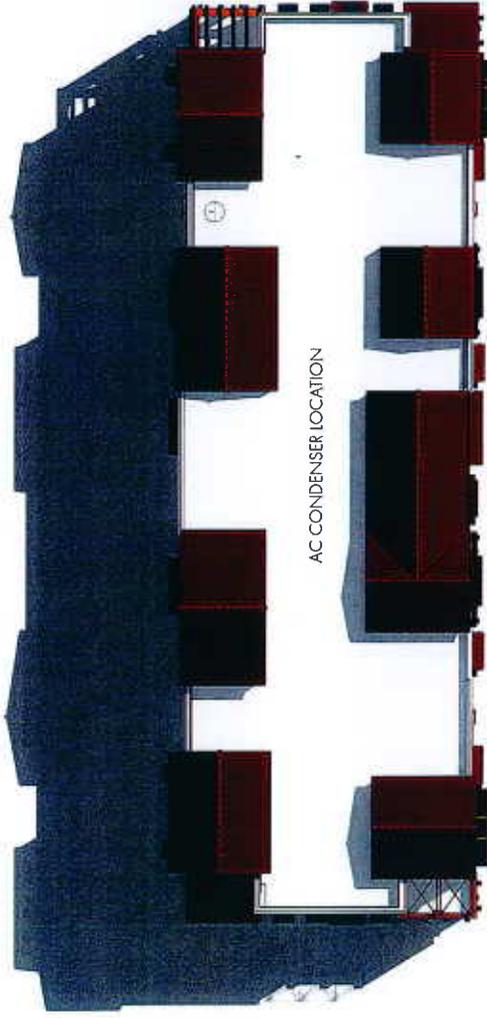
Newark, CA
 DATE: 03/27/14
 UA JOB # 13-165

INTEGRAL
 ARCHITECTURE

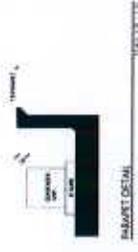
URBAN ARENA
 ARCHITECTURE



3-STORY COMPOSITE PLANS
 7 PLEX SHEET NO.
 Attachment 508
 A6-18



AC CONDENSER LOCATION



CEDAR TOWNHOMES

Newark, CA
 DATE: 02/27/14
 J.A., C.B. & T.S./14

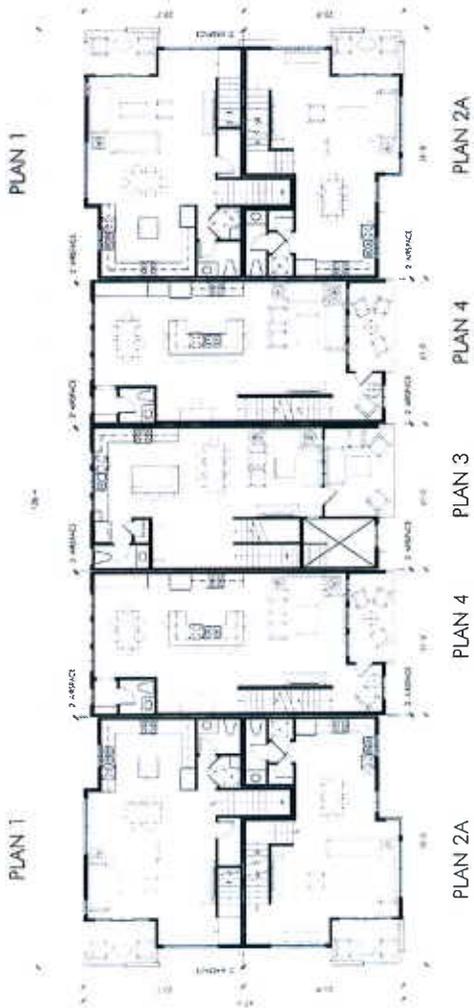
INTEGRAL
 CONSULTANTS, LLC
 1000 10th Street, Suite 100
 San Francisco, CA 94103
 Phone: 415.774.1111
 www.integral-llc.com



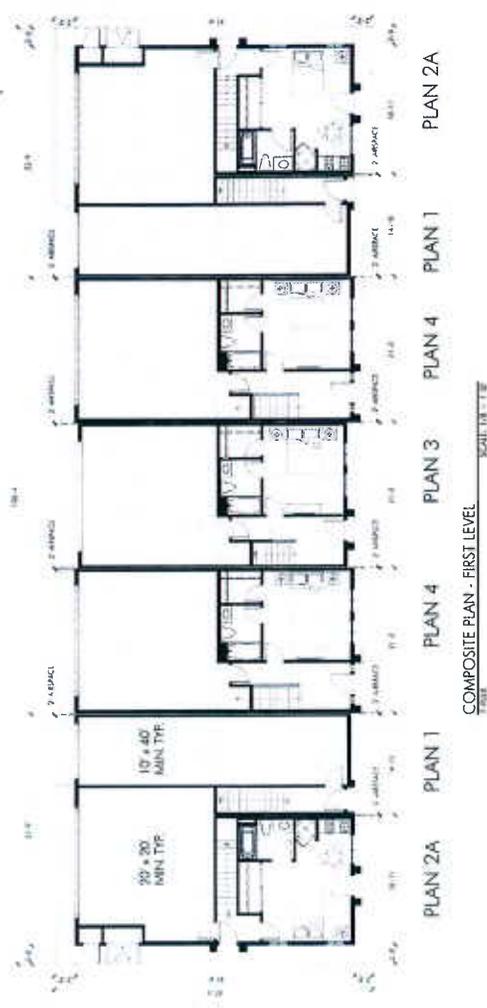
URBAN
 ARENA
 ARCHITECTS
 1000 10th Street, Suite 100
 San Francisco, CA 94103
 Phone: 415.774.1111
 www.urbanarena.com




Entitlement Set
 Sheet no. **AP19 A6R**
 3-STORY ROOF PLEX



COMPOSITE PLAN - SECOND LEVEL
SCALE: 1/8" = 1'-0"



COMPOSITE PLAN - FIRST LEVEL
SCALE: 1/8" = 1'-0"

PLAN 1 SUMMARY

AREA	107.00
PERIMETER	107.00
AREA	107.00
PERIMETER	107.00

PLAN 2A SUMMARY

AREA	107.00
PERIMETER	107.00
AREA	107.00
PERIMETER	107.00

PLAN 3 SUMMARY

AREA	107.00
PERIMETER	107.00
AREA	107.00
PERIMETER	107.00

PLAN 4 SUMMARY

AREA	107.00
PERIMETER	107.00
AREA	107.00
PERIMETER	107.00

CEDAR TOWNHOMES

Newark, CA
DATE: 03/27/14
UA JOB # 13-166



4-STORY COMPOSITE PLANS
7- PLEX SHEET no. **AP20A7**
Enrollment Set

COMPOSITE ROOF PLAN
SCALE: 1/8" = 1'-0"



PLAN 2A

COMPOSITE PLAN - FOURTH LEVEL
SCALE: 1/8" = 1'-0"

PLAN 2A

COMPOSITE PLAN - THIRD LEVEL
SCALE: 1/8" = 1'-0"

PLAN 2A

COMPOSITE PLAN - FOURTH LEVEL
SCALE: 1/8" = 1'-0"

PLAN 2A

CEDAR TOWNHOMES

Newark, CA

DATE: 03/27/14
JOB NO: 13-165

DATE: 8/13/14

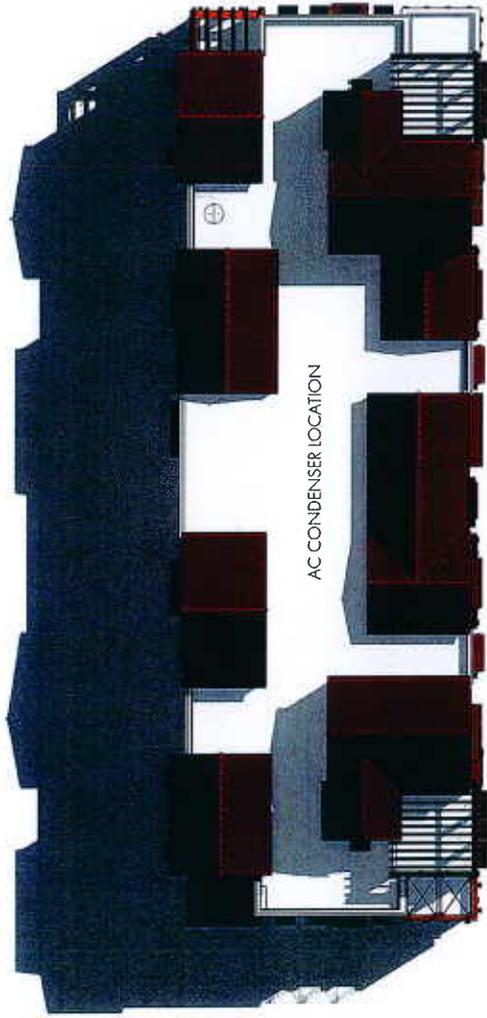


INTEGRAL
C.S. INTEGRAL CONSTRUCTION

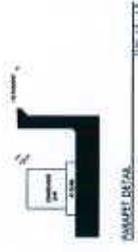


Enrollment No.
Sheet No.
AP21 A8

4-STORY COMPOSITE PLANS
7-PLY



AC CONDENSER LOCATION



CEDAR TOWNHOMES

Newark, CA
 DATE: 02/27/14
 JOB # 13-166

DATE: 5/13/14



Entitlement Set
 Sheet no.
APDA8R
 7-BEY
 4-STORY ROOF PLAN



PLAN 2A

COMPOSITE PLAN - FOURTH LEVEL

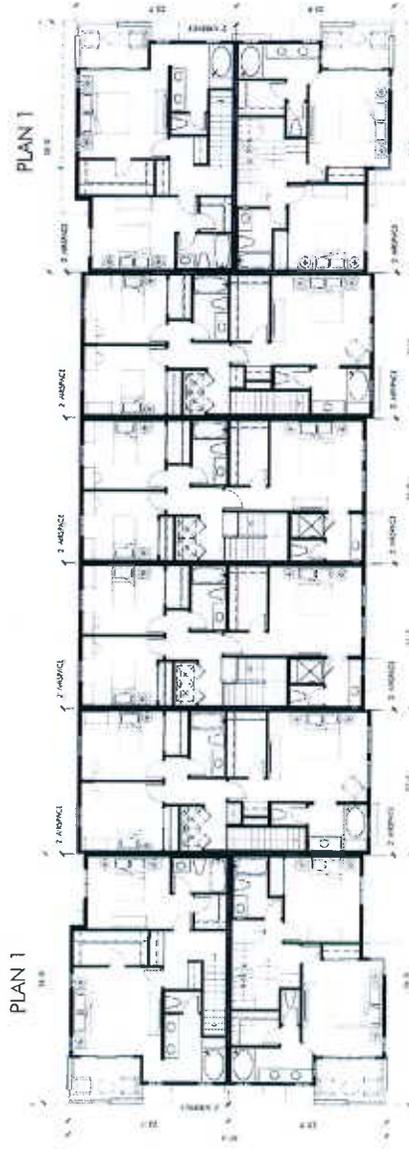
SCALE: 1/8" = 1'-0"



PLAN 2A

COMPOSITE PLAN - FOURTH LEVEL

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



PLAN 2A

PLAN 4

PLAN 3

PLAN 3

PLAN 4

PLAN 2A

COMPOSITE PLAN - THIRD LEVEL

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

CEDAR TOWNHOMES

Newark, CA

DATE: 09/27/14
 JA:CSB # 15166

DATE: 07/31/14



INTEGRAL

CONSTRUCTION

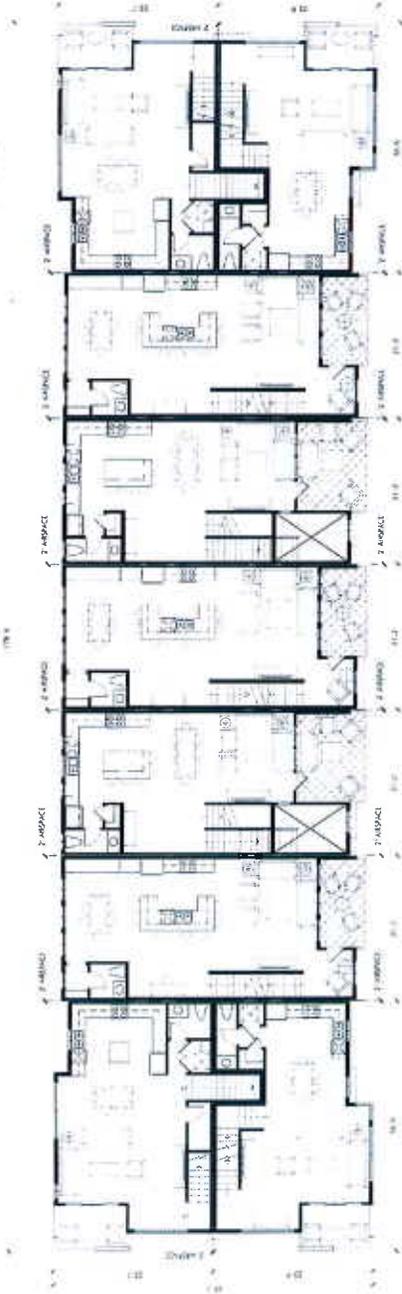


SCALE: 1/8" = 1'-0"

Entertainment City
 Sheet No. **APA 12**
8-FLOOR
 4-STORY COMPOSITE PLANS

PLAN 1

PLAN 1



PLAN 1 SUMMARY

AREA	1,200.00
PERMITS	1,200.00
2ND FLOOR	1,200.00
3RD FLOOR	1,200.00
4TH FLOOR	1,200.00
TOTAL	4,800.00

PLAN 2A SUMMARY

AREA	1,200.00
PERMITS	1,200.00
2ND FLOOR	1,200.00
3RD FLOOR	1,200.00
4TH FLOOR	1,200.00
TOTAL	4,800.00

PLAN 3 SUMMARY

AREA	1,200.00
PERMITS	1,200.00
2ND FLOOR	1,200.00
3RD FLOOR	1,200.00
4TH FLOOR	1,200.00
TOTAL	4,800.00

PLAN 4 SUMMARY

AREA	1,200.00
PERMITS	1,200.00
2ND FLOOR	1,200.00
3RD FLOOR	1,200.00
4TH FLOOR	1,200.00
TOTAL	4,800.00

PLAN 2A

PLAN 4

PLAN 3

PLAN 4

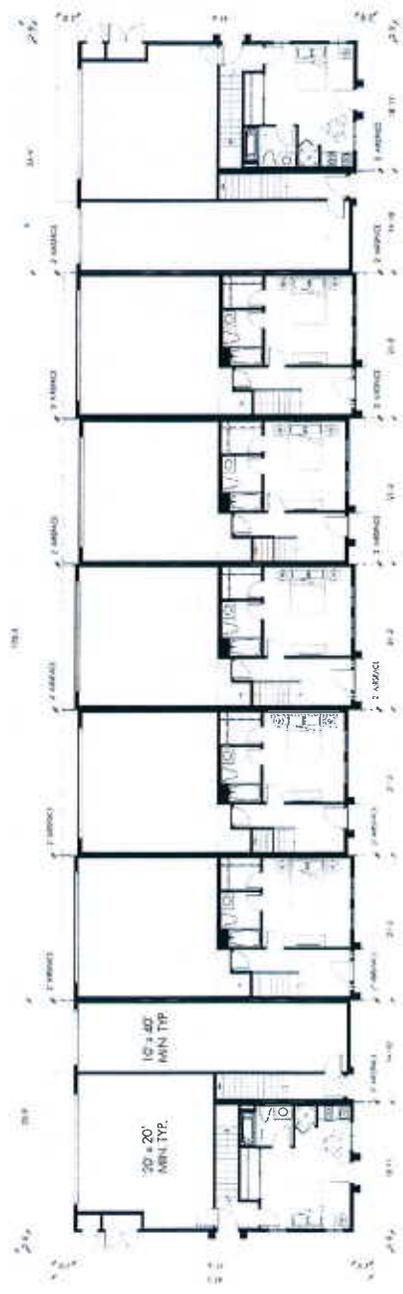
PLAN 3

PLAN 4

PLAN 3

PLAN 4

COMPOSITE PLAN - SECOND LEVEL



PLAN 1

PLAN 1

PLAN 2A

PLAN 4

PLAN 3

PLAN 4

PLAN 3

PLAN 4

PLAN 3

PLAN 4

PLAN 1

PLAN 2A

COMPOSITE PLAN - FIRST LEVEL

CEDAR TOWNHOMES

Newark, CA

DATE: 03/20/18
BY: JES B. LEE



DATE: 5/13/14



4-STORY COMPOSITE PLANS
 SHEET NO. **AP28A14**
 EXHIBIT 14



PLAN 2A

COMPOSITE PLAN - FOURTH LEVEL
SCALE: 1/8" = 1'-0"



PLAN 2A

COMPOSITE PLAN - FOURTH LEVEL
SCALE: 1/8" = 1'-0"

PLAN 1



PLAN 1



PLAN 2A

PLAN 4

PLAN 3

PLAN 4

PLAN 3

PLAN 4

PLAN 4

PLAN 2A

COMPOSITE PLAN - THIRD LEVEL
SCALE: 1/8" = 1'-0"

CEDAR TOWNHOMES

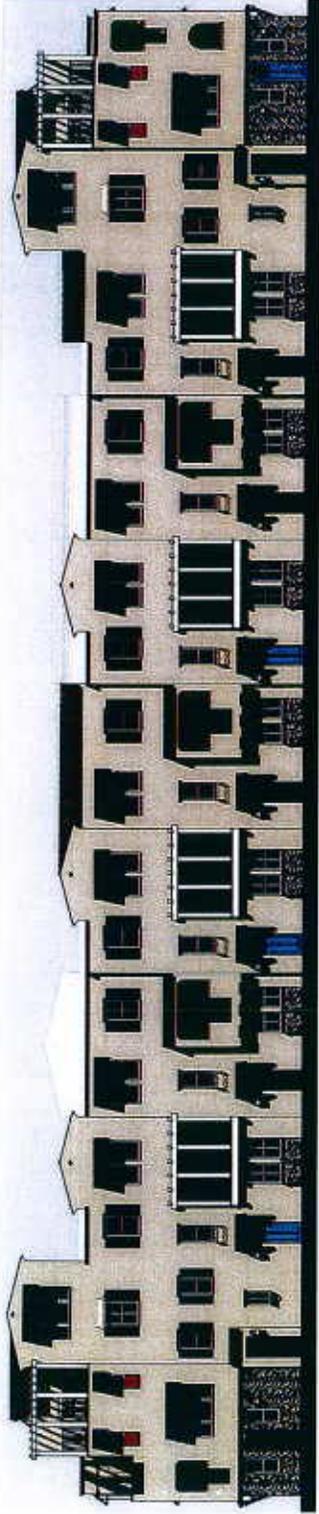
Newark, CA

DATE: 03/27/14
SHEET NO. 13-106

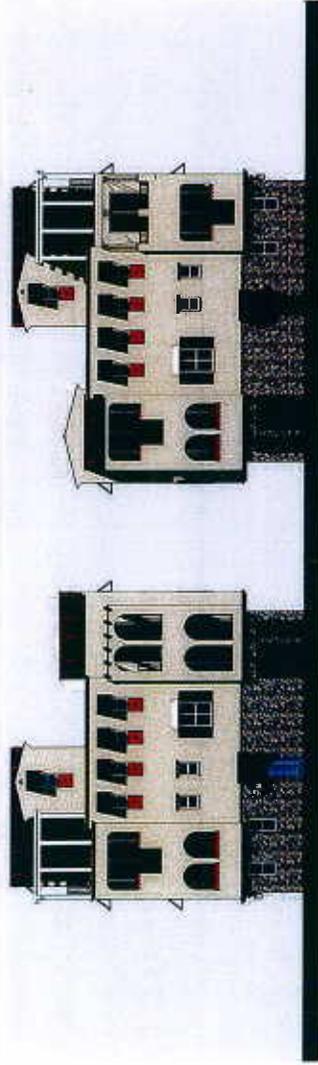
DATE: 5/13/14



Entitlement Set
Sheet no. **A15**
4-STORY COMPOSITE PLANS



11 PLEX FRONT



11 PLEX SIDES



FRONT PERSPECTIVE



REAR PERSPECTIVE



11 PLEX REAR

MATERIALS AND COLORS

- 1. EXTERIOR WALLS: LIGHT TAUPE STUCCO
- 2. EXTERIOR WALLS: DARK CHARCOAL STUCCO
- 3. EXTERIOR WALLS: LIGHT TAUPE STUCCO
- 4. EXTERIOR WALLS: DARK CHARCOAL STUCCO
- 5. EXTERIOR WALLS: LIGHT TAUPE STUCCO
- 6. EXTERIOR WALLS: DARK CHARCOAL STUCCO
- 7. EXTERIOR WALLS: LIGHT TAUPE STUCCO
- 8. EXTERIOR WALLS: DARK CHARCOAL STUCCO
- 9. EXTERIOR WALLS: LIGHT TAUPE STUCCO
- 10. EXTERIOR WALLS: DARK CHARCOAL STUCCO
- 11. EXTERIOR WALLS: LIGHT TAUPE STUCCO
- 12. EXTERIOR WALLS: DARK CHARCOAL STUCCO
- 13. EXTERIOR WALLS: LIGHT TAUPE STUCCO
- 14. EXTERIOR WALLS: DARK CHARCOAL STUCCO
- 15. EXTERIOR WALLS: LIGHT TAUPE STUCCO
- 16. EXTERIOR WALLS: DARK CHARCOAL STUCCO
- 17. EXTERIOR WALLS: LIGHT TAUPE STUCCO
- 18. EXTERIOR WALLS: DARK CHARCOAL STUCCO
- 19. EXTERIOR WALLS: LIGHT TAUPE STUCCO
- 20. EXTERIOR WALLS: DARK CHARCOAL STUCCO



INTEGRAL
 ARCHITECTURE & INTERIORS
 1000 S. GATEWAY AVENUE
 SUITE 100
 NEWARK, CA 94560
 TEL: (415) 881-1111
 WWW.INTEGRALARCHITECT.COM

URBAN ARENA
 ARCHITECTURE & INTERIORS
 1000 S. GATEWAY AVENUE
 SUITE 100
 NEWARK, CA 94560
 TEL: (415) 881-1111
 WWW.URBANARENA.COM

DATE: 03/20/14

CEDAR TOWNHOMES

Newark, CA
 DATE: 03/27/14
 U.A. JOB # 13-166

PLAN 1

PLAN 1



PLAN 2A

PLAN 4

PLAN 3

PLAN 4

PLAN 3

PLAN 4

PLAN 3

PLAN 4

PLAN 2A

COMPOSITE PLAN - SECOND LEVEL

PLAN 1 SUMMARY

BASED ON CONTRACT	2/11/14
DATE OF ISSUE	2/11/14
BY	ARCHITECT
SCALE	AS SHOWN
TOTAL	2517

PLAN 2A SUMMARY

BASED ON CONTRACT	2/11/14
DATE OF ISSUE	2/11/14
BY	ARCHITECT
SCALE	AS SHOWN
TOTAL	2517

PLAN 3 SUMMARY

BASED ON CONTRACT	2/11/14
DATE OF ISSUE	2/11/14
BY	ARCHITECT
SCALE	AS SHOWN
TOTAL	2517

PLAN 4 SUMMARY

BASED ON CONTRACT	2/11/14
DATE OF ISSUE	2/11/14
BY	ARCHITECT
SCALE	AS SHOWN
TOTAL	2517



PLAN 2A

PLAN 1

PLAN 4

PLAN 3

PLAN 4

PLAN 3

PLAN 4

PLAN 1

PLAN 2A

COMPOSITE PLAN - FIRST LEVEL

CEDAR TOWNHOMES

Newark, CA

DATE: 03/27/14

U.A. JOB # 13-165

DATE: 5/21/14



INTEGRAL
CONSTRUCTION MANAGEMENT

Intelligent Jet

4-STOREY COMPOSITE PLANS

APR 17



PLAN 2A

COMPOSITE PLAN - FOURTH LEVEL

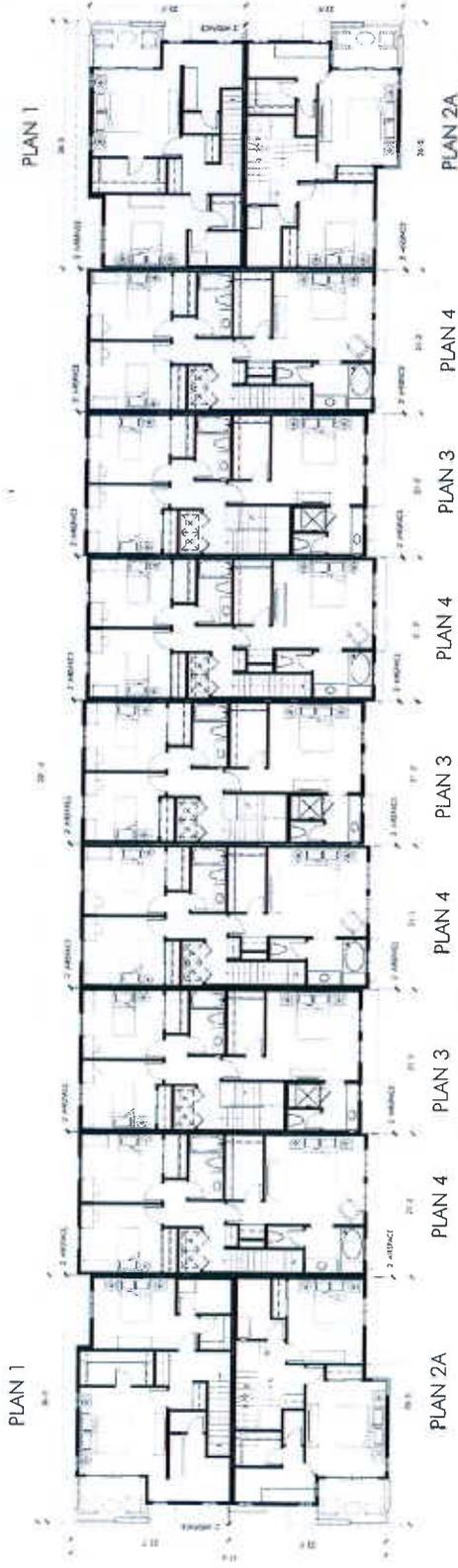
SCALE: 1/8" = 1'-0"



PLAN 2A

COMPOSITE PLAN - FOURTH LEVEL

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



COMPOSITE PLAN - THIRD LEVEL

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

CEDAR TOWNHOMES

Newark, CA

DATE: 09/27/14
 U.A. JOB # 13168

DATE: 07/31/14



INTEGRAL

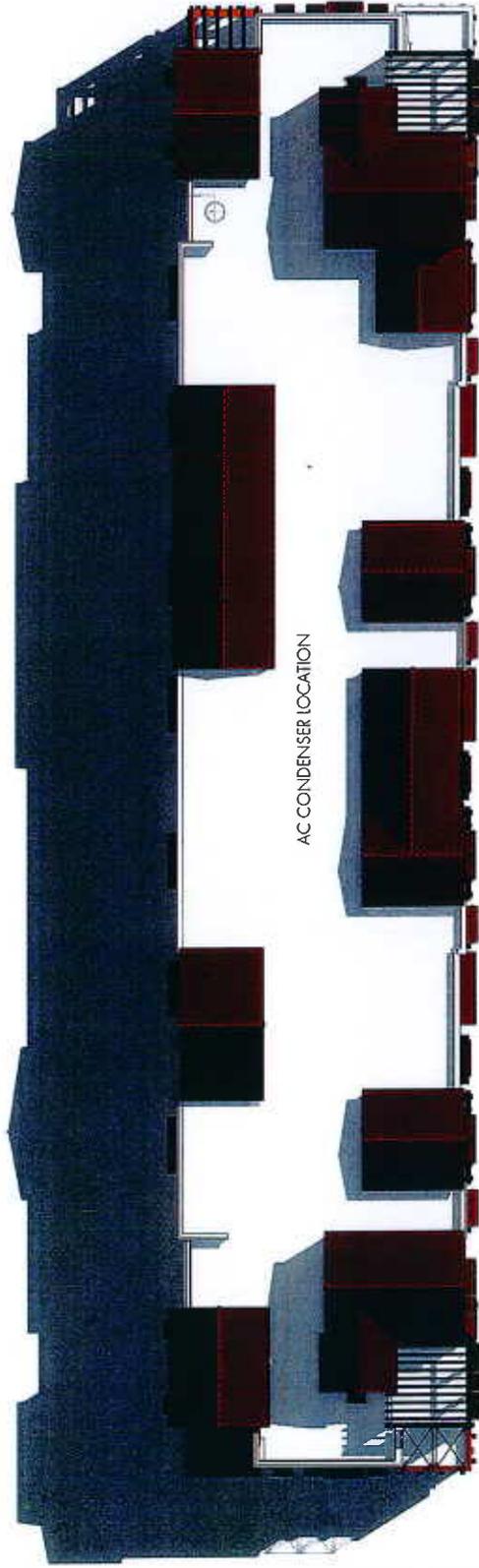
ARCHITECTS



Establishment Set
 Sheet no.

4-STORY COMPOSITE PLANS

AP3A18



AC CONDENSER LOCATION



— CEDAR TOWNHOMES

Newark, CA

DATE: 02/07/14
 DRAWN BY: JLS/ALG

DATE: 5/13/14

INTEGRAL
 CONSULTANTS
 ARCHITECTURE

URBAN ARENA
 ARCHITECTURE



Enrollment Set
 Sheet no.

4-STORY ROOF PLAN
 AP33A18R

Planning Commission Actions

**CITY OF NEWARK
PLANNING COMMISSION**

DRAFT

37101 Newark Boulevard, Newark, CA 94560-3796 • 510-578-4330 • FAX 510-578-4265

City Administration Building
7:30 p.m.
City Council Chambers

MINUTES

Tuesday, May 27, 2014

A. ROLL CALL

At 7:31 p.m., Chairperson Nillo called the meeting to order. All Planning Commissioners were present except Commissioner Drews (personal) and Vice-Chairperson Hannon (personal).

B. MINUTES

B.1 Approval of Minutes of the regular Planning Commission meeting of Tuesday, May 13, 2014.

Commissioner Fitts moved, Commissioner Bridges seconded, to approve the Minutes of May 13, 2014. The motion passed 5 AYES.

C. WRITTEN COMMUNICATIONS

None.

D. ORAL COMMUNICATIONS

None.

E. PUBLIC HEARINGS

E.1 Hearing to consider: (1) Adopting a resolution making certain findings and recommending City Council approval of E-14-6, an Initial Study/Mitigated Negative Declaration; (2) adopting a resolution making findings supporting the use of an alternative means of compliance with the Inclusionary Housing Ordinance and recommend the City Council approve the attached Affordable Housing Implementation Agreement; (3) adopting a resolution recommending City Council approval of GP-14-7, a General Plan Amendment to change the land use designation from CC (Community Commercial) to HR (High Density Residential); (4) adopting a resolution recommending the City Council approve RZ-14-8, a rezoning from CC (Community Commercial) to R-1,500 (High Density Residential – 1,500); (5) recommending the City Council approve TTM-14-11, Tentative Tract Map 8166; and (6) recommending that the City Council approve ASR-14-9, an Architectural and Site Plan Review with Exhibit A pages



DRAFT

1 to 33, to construct a 85-unit residential townhome development (Integral Communities) on an approximately 4.28 acre site (APN: 901-0195-039) on the northeast corner of Cedar Boulevard and Mowry School Road.

Assistant City Manager Grindall gave the staff report.

Answering Commissioner Otterstetter, ACM Grindall stated the proposed Tot Lot will be for private use by the homeowners and maintained by the Home Owners Association.

Answering Commissioner Bridges, ACM Grindall gave his opinion that the addition of residents in the neighborhood would benefit the commercial businesses in that area.

Answering Commissioner Bridges, ACM Grindall stated the proposed Tot Lot is larger than what is typically built in a development of this size.

Answering Commissioner Aguilar, ACM Grindall stated issues discussed at the Neighborhood Meeting included parking, views and whether or not it would be a gated community.

Assistant Planner Jimenez stated the pricing of the homes was also discussed and overall the public was supportive of the project.

Discussion ensued between Commissioner Aguilar and ACM Grindall on High Density Land Use per the General Plan.

Answering Commissioner Aguilar, ACM Grindall stated the \$20,000 per unit fee the Developer agreed to pay would go towards community enhancements and economic vitality as deemed appropriate by the City Council.

Answering Commissioner Fitts, ACM Gringall gave staff's vision for the neighboring commercial site.

Commissioner Bridges and ACM Grindall discussed parking issues.

Chairperson Nillo opened the Public Hearing.

Applicant Kevin Fryer, Integral Communities, discussed their goal of addressing the neighbor's parking concerns by not relying on parking on Cedar Boulevard; discussed the TOT fee; and stated they are continuing to meet with adjacent property owners on the possibility of sharing the fountain amenity.

Mr. Fryer gave his business address of 500 La Gonda Way, Danville, CA, and stated he has read and agrees with all conditions for this project.

Answering Commissioner Fitts, Mr. Fryer gave estimated timeframes in moving this project forward.

Answering Commissioner Aguilar, Mr. Fryer stated the fourth floor would be used as both a living space and a deck area.

Chairperson Nillo closed the Public Hearing.

Motion made by Commissioner Bridges, seconded by Commissioner Fitts, to approve Resolution 1876, making certain findings and recommending City Council approval of E-14-6, an Initial Study/Mitigated Negative Declaration. Motion passed 5 AYES.

Motion made by Commissioner Bridges, seconded by Commissioner Otterstetter to approve staff’s recommendation on Action Items 2 through 6. Motion passed 5 AYES.

F. STAFF REPORTS

None.

G. COMMISSION MATTERS

G.1 Report on City Council actions.

None.

Commissioners’ Comments

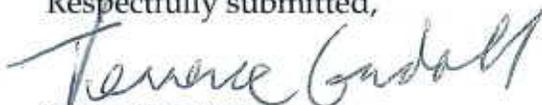
Commissioner Fitts gave kudos to staff and the NewPark Mall Owners for the unveiling and presentation of the mall’s proposed renovations.

Chairperson Nillo congratulated all the Newark Class of 2014 graduates.

H. ADJOURNMENT

At 8:00 p.m., Chairperson Nillo adjourned the regular Planning Commission meeting of Tuesday, May 27, 2014.

Respectfully submitted,



TERRENCE GRINDALL

Secretary

RESOLUTION NO. 1876

RESOLUTION OF THE CITY OF NEWARK PLANNING COMMISSION MAKING CERTAIN FINDINGS AND RECOMMENDING CITY COUNCIL APPROVAL OF AN INITIAL STUDY AND MITIGATED NEGATIVE DECLARATION FOR 85 TOWNHOME DWELLING UNITS ON AN APPROXIMATELY 4.28 ACRE PROJECT SITE

WHEREAS, the Cedar Townhomes Atrium Project (“Project”), consists of the construction of 85 townhome dwelling units on approximately 4.28 acres (APN 901-0195-039); and

WHEREAS, the entitlements requested include Tentative Tract Map 8166 (TTM-14-11), a general plan amendment, rezoning; and

WHEREAS, pursuant to the requirements of the California Environmental Quality Act (CEQA), a project level Initial Study and Mitigated Negative Declaration has been prepared for the Project, pursuant to Section 15070 *et seq.* of the CEQA Guidelines, to analyze and mitigate the Project’s potentially significant environmental impacts; and

WHEREAS, through this study, it has been determined that the Project’s potentially significant environmental impacts specifically relate to impacts associated with light or glare, air quality, biological resources, cultural resources, water quality, noise, and traffic; and

WHEREAS, these potentially significant impacts can be mitigated to less than significant as shown in Section 18 of the Initial Study/Mitigated Negative Declaration, and;

WHEREAS, a 20-day public review period for the Notice of Availability of the IS/MND was established beginning on March 28, 2014 and ending on April 17, 2014. Copies of the notice were transmitted, along with copies of the IS/MND, to local agencies concerned with the Project. The notice was posted with the Office of the Alameda County Clerk on March 28, 2014; and

WHEREAS, as of the date of this resolution, May 27, 2014, no comment letters have been received; and

WHEREAS, on May 27, 2014, the Planning Commission of the City of Newark conducted a duly noticed public hearing to consider the Initial Study and Mitigated Negative Declaration of environmental impact for the proposed Project, considered all public testimony, written and oral, presented at the public hearing; and received and considered the written information and recommendation of the staff report for the May 27, 2014 meeting related to the proposed Project.

NOW, THEREFORE BE IT RESOLVED by the Planning Commission of the City of Newark that it hereby recommends that City Council consider adopting the Initial Study and the Mitigation Monitoring and Reporting Program as set forth in Exhibit B to this Resolution and incorporated herein by reference, and approving the Mitigated Negative Declaration of

environmental impact for Tentative Tract Map 8166 (TTM-14-11), the general plan amendment, and rezoning, making the following findings:

1. The Initial Study and corresponding Mitigated Negative Declaration of environmental impact were released for public review and said mitigation measures contained within the same would avoid the effects or mitigate the effects to a point where clearly no significant effect on the environment would occur, and;
2. There is no substantial evidence in light of the whole record before the City of Newark that the project may have a significant effect on the environment.
3. The Planning Commission has read and considered the Initial Study and the Mitigated Negative Declaration, and the comments thereon, and has determined the Initial Study and the Mitigated Negative Declaration reflect the independent judgment of the City and were prepared in accordance with CEQA.
4. The Initial Study and the Mitigated Negative Declaration (including any revisions developed under 14 C.C.R § 15070(b)), all documents referenced in the same, and the record of proceedings on which the Planning Commission's decision is based is are located at City Hall for the City of Newark, located at 37101 Newark Blvd, California, and is available for public review.

The resolution was introduced at the Planning Commission's May 27, 2014 meeting by Commissioner Bridges, seconded by Commissioner Fitts, and passed as follows:

AYES: Aguilar, Bridges, Fitts, Nillo and Otterstetter.

NOES: None.

ABSENT: Drews and Hannon.

s/Terrence Grindall
TERRENCE GRINDALL, Secretary

s/Bernie Nillo
BERNIE NILLO, Chairperson

RESOLUTION NO. 1877

RESOLUTION RECOMMENDING CITY COUNCIL
APPROVAL OF AN AMENDMENT TO THE LAND USE
ELEMENT OF THE GENERAL PLAN

WHEREAS, in response to the application filed by Integral Communities for a 85-unit residential townhome-style subdivision on the northeast corner of Cedar Boulevard and Mowry School Road (APN: 901-0195-039), the City of Newark has prepared the proposed amendment to the Newark General Plan (GP-14-7) to change the land use designation of the subject property within the boundaries of Vesting Tentative Tract Map 8166 from CC (Community Commercial) to HR (High Density Residential); and

WHEREAS, the proposed amendment would implement Policy LU-1.2 of Chapter 3, Land Use, of the Newark General Plan adopted December 12, 2013 by facilitating development on vacant land, thereby creating new neighborhoods along the Greater NewPark Mall area; and

WHEREAS, the proposed amendment is consistent with existing goals, policies and objectives contained in the Newark General Plan with respect to the promotion of balanced land use; and

WHEREAS, an Initial Study and Mitigated Negative Declaration (E-14-6) have been prepared for this project in accord with the California Environmental Quality Act and circulated for a 20-day review period to all surrounding jurisdictions, public agencies, and interested individuals; and

WHEREAS, the Planning Commission has read, reviewed, and considered the information contained in the Initial Study and Mitigated Negative Declaration and conducted a public hearing on the proposed amendment to the Newark General Plan for the subject property as shown on Exhibit A, and discussed, evaluated, analyzed, reviewed, and considered the information presented in said hearing; and

WHEREAS, the Planning Commission did review and use their independent judgment to consider the Mitigated Negative Declaration at the public hearing; and

WHEREAS, based upon the finding that approval of the project will not have a significant effect on the environment, the Planning Commission adopted a Mitigated Negative Declaration; and

WHEREAS, pursuant to California Government Code Sections 6061 and Section 65353, a public hearing notice was published in The Argus on May 16, 2014, and the Planning Commission held a public hearing on said application at 7:30 p.m. on May 27, 2014 at the City Administration Building, 37101 Newark Boulevard, Newark, California.

NOW, THEREFORE, BE IT RESOLVED that the Planning Commission of the City of Newark hereby recommends the City Council approve General Plan Amendment, GP-14-7, with Exhibit A, based on a review of the Initial Study and Mitigated Negative Declaration, staff report, staff presentation, and public comments received, with the finding that the proposed amendment is consistent with all other goals and policies of the Newark General Plan.

This resolution was introduced at the Planning Commission's May 27, 2014, meeting by Commissioner Bridges, seconded by Commissioner Otterstetter, and passed as follows:

AYES: Aguilar, Bridges, Fitts, Nillo and Otterstetter.

NOES: None.

ABSENT: Drews and Hannon.

s/Terrence Grindall
TERRENCE GRINDALL, Secretary
Chairperson

s/Bernie Nillo
BERNIE NILLO,

RESOLUTION NO. 1878

RESOLUTION RECOMMENDING THE AMENDMENT OF
TITLE 17 OF THE NEWARK MUNICIPAL CODE BEING THE
CITY OF NEWARK ZONING ORDINANCE BY CHANGING
THE ZONING OF A SPECIFIED AREA IN THE CITY OF
NEWARK

WHEREAS, Integral Communities has made application to the Planning Commission of the City of Newark to consider the amendment (RZ-14-8) to Title 17 (Zoning) of the Newark Municipal Code and the Official Zoning Map, by rezoning property described as follows:

All that real property shown on Vesting Tentative Tract Map 8166 in the City of Newark, County of Alameda, State of California as shown on Exhibit A, pages 1 through 33, attached hereto and incorporated herein by reference.

PURSUANT to Municipal Code Section 17.80.050, a public hearing notice was published in the Argus on May 16, 2014, and mailed as required, and the Planning Commission held a public hearing on said application at 7:30 p.m. on May 27, 2014 at the City Administration Building, 37101 Newark Boulevard, Newark, California.

NOW, THEREFORE, the Planning Commission, based on the evidence and oral and written testimony presented at public hearings, and based on all the information contained in the Community Development Department's files on the project, including, but not limited to, the SEIR, the Planning Commission's staff report, does resolve:

- a. That the Planning Commission recommends that the Newark City Council amend Title 17 (Zoning) of the Newark Municipal code and Section 17.44.010 "Zoning Map" thereof, being the City of Newark Zoning Ordinance and Official Zoning Map, by rezoning all that real property shown on Vesting Tentative Tract Map 8166 from CC (Community Commercial) to R-1500 (High Density Residential – 1,500); and
- b. That the Planning Commission has reviewed said zoning and finds it consistent and compatible with the objective, policies, general land uses, and the programs of Newark's General Plan, necessary and desirable to achieve the purposes of the ordinance and proper, fair, and for the best interest of the health, safety, and general welfare of the City of Newark; and
- c. That a copy of the minutes be forwarded to the City Council as a summary of the hearing.

The resolution was introduced at the Planning Commission's May 27, 2014 meeting by Commissioner Bridges, seconded by Commissioner Otterstetter, and passed as follows:

AYES: Aguilar, Bridges, Fitts, Nillo and Otterstetter.

NOES: None.

ABSENT: Drews and Hannon.

s/Terrence Grindall
TERRENCE GRINDALL, Secretary

s/Bernie Nillo
BERNIE NILLO, Chairperson

RESOLUTION NO. 1879

RESOLUTION OF THE NEWARK PLANNING COMMISSION
RECOMMENDING THAT THE CITY COUNCIL APPROVE
AN ALTERNATIVE MEANS OF COMPLIANCE WITH THE
INCLUSIONARY HOUSING ORDINANCE FOR THE CEDAR
TOWNHOMES ATRIUM PROJECT AND MAKING FINDINGS
RELATED TO THE USE OF AN ALTERNATIVE MEANS OF
COMPLIANCE

WHEREAS, the Cedar Townhomes Atrium Project includes a condition that the project comply with the City's Inclusionary Housing Ordinance (Municipal Code Section 17.18); and

WHEREAS, the Inclusionary Housing Ordinance includes provisions for the application of an alternative means of compliance; and

WHEREAS, in connection with the Torian project, The City, the SHH Project Owner, LLC and New Atrium Project Owner, LLC have previously entered into an Affordable Housing Obligation Satisfaction Agreement for the provision of at least seventy-two (72) Affordable Dwelling Units to be constructed on the SHH parcel, including nine (9) Affordable Dwelling Units required to satisfy the affordable housing obligation resulting from the development of the Atrium Property; and

WHEREAS, these required nine (9) Affordable Dwelling Units shall be provided on the Affordable Property identified pursuant to the SHH Affordable Housing Agreement if the Atrium Project is constructed by Atrium, an affiliate of Atrium, or an assignee of Atrium which is a successor in interest to the Atrium Property.

NOW, THEREFORE, BE IT RESOLVED that the Planning Commission:

- a. Recommends that the City Council approve an Affordable Housing Agreement for the Cedar Townhomes project, said agreement being on file with the Secretary of the Planning Commission; and
- b. That the Planning Commission does find that:
 - i) The proposed alternative means of compliance fulfills the purposes of this, the Inclusionary Housing Ordinance, as set forth in Section 17.18.010; and
 - ii) The proposed alternative means of compliance will further affordable housing opportunities in the City to an equal or greater extent than compliance with the requirements of Section 17.18.030; and

iii) The proposed alternative means of compliance would better address the City's needs than compliance with the requirements of Section 17.18.030.

This Resolution was introduced at the Planning Commission's May 27, 2014 meeting by Commissioner Bridges, seconded by Commissioner Otterstetter, and passed as follows:

AYES: Aguilar, Bridges, Fitts, Nillo and Otterstetter.

NOES: None.

ABSENT: Drews and Hannon.

s/Terrence Grindall
TERRENCE GRINDALL, Secretary

s/Bernie Nillo
BERNIE NILLO, Chairperson

AFFORDABLE HOUSING OBLIGATION SATISFACTION AGREEMENT

THIS AFFORDABLE HOUSING OBLIGATION SATISFACTION AGREEMENT (“Agreement”) is made as of _____, 2014, by and among the CITY OF NEWARK, a California municipal corporation (the “City”), and THE NEWARK ATRIUM PROJECT OWNER, LLC, a Delaware limited liability company (referred to herein as “Atrium” or as “Developer”).

RECITALS

A. Atrium has a contract for the purchase of approximately four and 28/100th acres (4.28) acres of real property in the City of Newark, County of Alameda, State of California, more particularly described in the legal description attached hereto as Exhibit A-1 and incorporated herein by this reference (the “Atrium Property”).

B. Atrium plans to develop the Atrium Property with approximately 85 market rate dwelling units known as the Cedar Townhomes Project (“Cedar Townhomes Project”).

C. The City’s Inclusionary Housing Program provides an overall goal of providing affordable housing throughout the City, but includes flexibility in implementing this overall goal for each project. This Agreement implements those requirements by determining the appropriate amount of housing to be provided by the Atrium Property, and shall constitute the affordable housing program for the Atrium Property. The Cedar Townhomes Project on the Atrium Property will require the development of nine (9) affordable dwelling units consisting of senior residential units affordable to persons of low income.

D. The City, the SHH Project Owner, LLC and New Atrium Project Owner, LLC have previously entered into an Affordable Housing Obligation Satisfaction Agreement providing for the provision of at least seventy-two (72) senior Affordable Dwelling Units, including nine (9) senior Affordable Dwelling Units required to satisfy the affordable housing obligation resulting from the development of the Atrium Property (the “SHH Affordable Housing Agreement”).

F. The required nine (9) Affordable Dwelling Units shall be provided on the Affordable Property identified pursuant to the SHH Affordable Housing Agreement if the Atrium Project is constructed by Atrium, an affiliate of Atrium, or an assignee of Atrium which is a successor in interest to the Atrium Property.

G. The City and Atrium now desire to set forth the specific terms and conditions under which Developer’s obligations under the Affordable Housing Program will be satisfied in connection with Atrium’s development of the Atrium Property.

NOW, THEREFORE, in consideration of the foregoing recitals which are hereby incorporated into the operative provisions of this Agreement by this reference and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the City and the Developer agree as follows:

1. **Definitions.**

1.1 “**Affordable Dwelling Unit**” shall mean each of the Dwelling Units available for occupancy by Senior Low Income Households at an Affordable Rent.

1.2 “**Affordable Housing Declaration**” shall mean an Affordable Housing Declaration of Covenants and Restrictions ordinarily required by the City to ensure availability of Affordable Dwelling Units in form and substance. The Affordable Housing Declaration shall also include any and all amendments or modifications thereto agreed to in writing by City and Developer.

1.3 “**Affordable Housing Obligation**” shall mean the requirement to construct nine (9) Affordable Dwelling Units attributable to the Atrium Property.

1.4 “**Affordable Rent**” shall mean rent affordable to households earning 60% or less than Area Median Income.

1.5 “**Area Median Income**” shall mean the area median income for the County of Alameda (“County”) as published annually by the Department of Housing and Community Development, and determined in accordance with the U.S. Department of Housing and Urban Development criteria then in effect and published from time to time. For purposes of this Agreement, the qualifying limits shall be those limits for the County, as set forth in Title 25, California Code of Regulations, section 6932, as that section may be amended, modified or recodified from time to time. If the California Code of Regulations is amended or modified during the term of this Agreement so that such regulations do not specify the area median income for the County, the City and Developer shall negotiate in good faith to determine an equivalent authoritative source which determines median income for the County.

1.6 “**City Council**” shall mean the City Council of the City of Newark.

1.7 “**City Manager**” shall mean the City Manager of the City of Newark.

1.8 “**County**” shall mean Alameda County.

1.9 “**Dwelling Unit**” shall mean a place in the Project that is legally available to be rented by a person or family.

1.10 “**Effective Date**” means the date on which this Agreement has been (i) executed by Developer, and (ii) approved by the City Council.

1.11 “**Low Income Household**” means persons and families whose gross incomes do not exceed sixty percent (60%) of the Area Median Income, adjusted for size, in accordance with adjustment factors adopted by the United States Department of Housing and Urban Development, as published annually by the California Department of Housing and Community Development.

1.12 **“Market Rate Rental Dwelling Unit”** shall mean those Dwelling Units in the Atrium Property that are not Affordable Dwelling Units nor governed by the Affordable Housing Declaration.

1.13 **“Project”** shall mean the development of the Atrium Property pursuant to this Agreement.

1.14 **“Satisfaction Event”** shall mean the completion of Affordable Dwelling Units in a number equal to the Affordable Housing Obligation.

1.15 **“Senior or Senior Citizen”** shall mean a person who is fifty-five (55) years or older at the date of occupancy of an Affordable Dwelling Unit.

2. **Term of Agreement.** This Agreement shall become operative and commence upon the Effective Date, and remain in effect until a Satisfaction Event has occurred. Upon the expiration or termination of the term, this Agreement shall be deemed terminated, and have no further force and effect.

3. **Affordable Housing.**

3.1 **Affordable Housing Obligation.** Pursuant to the SHH Affordable Housing Agreement, SHH shall satisfy one hundred percent (100%) of the Affordable Housing Obligation for the Atrium Property by the construction of a project including 9-units of Affordable Senior housing on a portion of the SHH Property and as set forth more fully in the SHH Affordable Housing Agreement, which is incorporated herein by reference.

3.2 **SHH Affordable Housing Agreement in Full Force and Effect.** This Agreement is not intended to and does not amend in any way the SHH Affordable Housing Agreement. This Agreement is intended to implement the SHH Affordable Housing Agreement as it applies to the Atrium Property. In the event of a conflict between this Agreement and the SHH Affordable Housing Agreement, the SHH Affordable Housing Agreement shall control.

4. **Modification, Amendment, Cancellation or Termination.**

4.1 **Amendment and Cancellation.** This Agreement may be amended or canceled, in whole or in part, by mutual written consent of the City and the Developer or its successors-in-interest.

4.2 **Modification.** The City Manager, with the consent of the Developer, may make non-substantive modifications to the Agreement without the need for formal action by the City Council.

5. **Limitations on Remedies; Monetary Damages.** The Developer and City acknowledge that neither the City nor the Developer would have entered into this Agreement if either were liable for monetary damages under or with respect to this Agreement or the application thereof. Both the City and the Developer agree and recognize that, as a practical matter, it may not be possible to determine an amount of monetary damages which would adequately compensate the Developer for its investment of time and financial resources in

(b) Severability. If any part of this Agreement is declared invalid for any reason, such invalidity shall not affect the validity of the remainder of the Agreement unless the invalid provision is a material part of the Agreement. The other parts of this Agreement shall remain in effect as if this Agreement had been executed without the invalid part.

(c) Entire Agreement. Except as provided in Section 3.1, this Agreement represents the entire agreement between the City and the Developer with respect to the subject matter hereof, and supersedes all prior agreements and understandings, whether oral or written, between the City and the Developer with respect to the matters contained in this Agreement.

(d) Further Assurances. The City and the Developer agree to perform, from time to time, such further acts and to execute and deliver such further instruments reasonably to effect the intents and purposes of this Agreement, provided that the intended obligations of the City and the Developer are not thereby modified.

(e) Assignment. This Agreement shall inure to the benefit of, and bind the successors and assigns of the City and the Developer, and may be assigned by either the City or the Developer to any party or parties purchasing all or any part of the fee interest in the Property. The provisions of this Paragraph 11(e) shall be self-executing and shall not require the execution or recordation of any further document or instrument. Upon the sale, transfer or assignment of all or a portion of the Property to a party that acquires fee title to the Property or any portion thereof, Developer shall be released of all executory obligations under this Agreement that relate to the transferred property; provided, however, that Developer shall not be released from liability for any default of Developer committed prior to the date of the transfer.

(f) Negation of Agency. The City and the Developer acknowledge that, in entering into and performing under this Agreement, each is acting as an independent entity and not as an agent of the other in any respect. Nothing contained herein or in any document executed in connection herewith shall be construed as making the City and the Developer joint venturers, partners or employer/employee.

(g) Attorney's Fees. In the event of any claim, dispute or controversy arising out of or relating to this Agreement, including an action for declaratory relief, the prevailing party in such action or proceeding shall be entitled to recover its court costs and reasonable out-of-pocket expenses.

(h) Waiver. No waiver of any provision of this Agreement shall be effective unless in writing and signed by a duly authorized representative of the party against whom enforcement of a waiver is sought.

(i) Force Majeure. Performance by either party hereunder shall not be deemed to be in default where delays or defaults are due to one or more of the following events, providing that anyone or more of such event(s) actually delays or interferes with the timely performance of the matter to which it would apply and despite the exercise of diligence and good business practices and such event(s) are beyond the reasonable control of the party claiming such interference: war, terrorism, terrorist acts, insurrection, strikes, lock-outs, unavailability in the marketplace of essential labor, tools, materials or supplies, failure of any contractor,

subcontractor, or consultant to timely perform (so long as Developer is not otherwise in default of any obligation under this Agreement and is exercising commercially reasonable diligence of such contractor, subcontractor or consultant to perform, riots, floods, earthquakes, fires, casualties, acts of God, acts of the public enemy, epidemics, quarantine restrictions, freight embargoes, lack of transportation, governmental restrictions or priority, or unusually severe weather. An extension of time for any such cause (a "**Force Majeure Delay**") shall be for the period of the enforced delay and shall commence to run from the time of the commencement of the cause, if notice by the party claiming such extension is sent to the other party within thirty (30) days of actual knowledge of the commencement of the cause. Notwithstanding the foregoing, none of the foregoing events shall constitute a Force Majeure Delay unless and until the party claiming such delay and interference delivers to the other party written notice describing the event, its cause, when and how such party obtained knowledge, the date and the event commenced, and the estimated delay resulting therefrom.

(j) Paragraph Headings. The paragraph headings contained in this Agreement are for convenience and identification only, and shall not be deemed to limit or define the contents to which they relate.

(k) Time of Essence. Time is of the essence of this Agreement, and all performances required hereunder shall be completed within the time periods specified. Any failure of performance shall be deemed as a material breach of this Agreement.

(l) Counterparts. This Agreement and any modifications hereto may be executed in any number of counterparts with the same force and effect as if executed in the form of a single document.

(m) Alternative Dispute Resolution Procedure.

(1) Dispute. If a dispute arises concerning whether the City or the Developer or any of Developer's successors or assigns is in default under this Agreement or whether any such default has been cured or whether or not a dispute is subject to this Paragraph (a "**Dispute**"), then such dispute shall be subject to negotiation between the parties to this Agreement, and if then not resolved, shall be subject to nonbinding mediation, both as set forth below, before either party may institute legal proceedings.

(2) 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 15 days from a written request for a negotiation, then each party shall give notice to the other party identifying an official or executive officer who has authority to resolve the Dispute to meet in person with the other party's designated official or executive officer who is similarly authorized. The designated persons identified by each party shall meet in person for one day within the 20-day period following the expiration of the 15-day period and the designated persons shall attempt in good faith to resolve the Dispute. If the designated persons are unable to resolve the Dispute, then the Dispute shall be submitted to non-binding mediation.

(3) Mediation.

(i) Within 15 days following the designated persons' meeting described in Paragraph 14(0)(2), above, either party may initiate non-binding mediation (the "**Mediation**"), conducted by Judicial Arbitration & Mediation Services, Inc. ("**JAMS**") or other agreed upon mediator. Either party may initiate the Mediation by written notice to the other party.

(ii) The mediator shall be a retired judge or other mediator, selected by mutual agreement of the parties, and if they cannot agree within 15 days after the Mediation notice, the mediator shall be selected through the procedures regularly followed by JAMS. The Mediation shall be held within 15 days after the Mediator is selected, or a longer period as the parties and the mediator mutually decide.

(iii) If the Dispute is not fully resolved by mutual agreement of the parties within 15 days after completion of the Mediation, then either party may institute legal proceedings.

(iv) 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 in connection with the mediation.

(4) Preservation of Rights. Nothing in this Paragraph shall limit a party's right to seek an injunction or restraining order from a court in circumstances where such equitable relief is deemed necessary by a party to preserve such party's rights.

(n) Reference of California Law. Unless expressly stated to the contrary, all references to statutes herein are to the California codes.

(o) Interpretation. The language in all parts of this Agreement shall in all cases be construed simply, as a whole and in accordance with its fair meaning and not strictly for or against any party. The parties hereto acknowledge and agree that this Agreement has been prepared jointly by the parties and has been the subject of arm's length and careful negotiation over a considerable period of time, that each party has independently reviewed this Agreement with legal counsel, and that each party has the requisite experience and sophistication to understand, interpret and agree to the particular language of the provisions hereof. Accordingly, in the event of an ambiguity in or dispute regarding the interpretation of this Agreement, this Agreement shall not be interpreted or construed against the party preparing it, and instead other rules of interpretation and construction shall be utilized.

IN WITNESS WHEREOF, the City and Atrium hereto have each executed this Agreement as of the date first written above.

"CITY"

CITY OF NEWARK,
a California municipal corporation

Mayor

ATTEST:

City Clerk

THE NEWARK ATRIUM PROJECT
OWNER, LLC,
a Delaware limited liability company

By: KPMW Integral, LLC,
a California limited liability company,
Its Managing Member

By: _____
Name: _____
Title: _____

EXHIBIT "A" TO AFFORDABLE HOUSING AGREEMENT

LEGAL DESCRIPTION OF ATRIUM PROPERTY

EXHIBIT "B" TO AFFORDABLE HOUSING OBLIGATION

SATISFACTION AGREEMENT

SITE PLAN