

NOTES:

1. GRADE THE EXISTING DRAINAGE TO THE NEAREST NEIGHBORING DRAINAGE.
2. EXISTING QUANTITIES ARE APPROXIMATE.

GRADING QUANTITIES

QUANTITY	UNIT
1.00	CY
1.00	CY

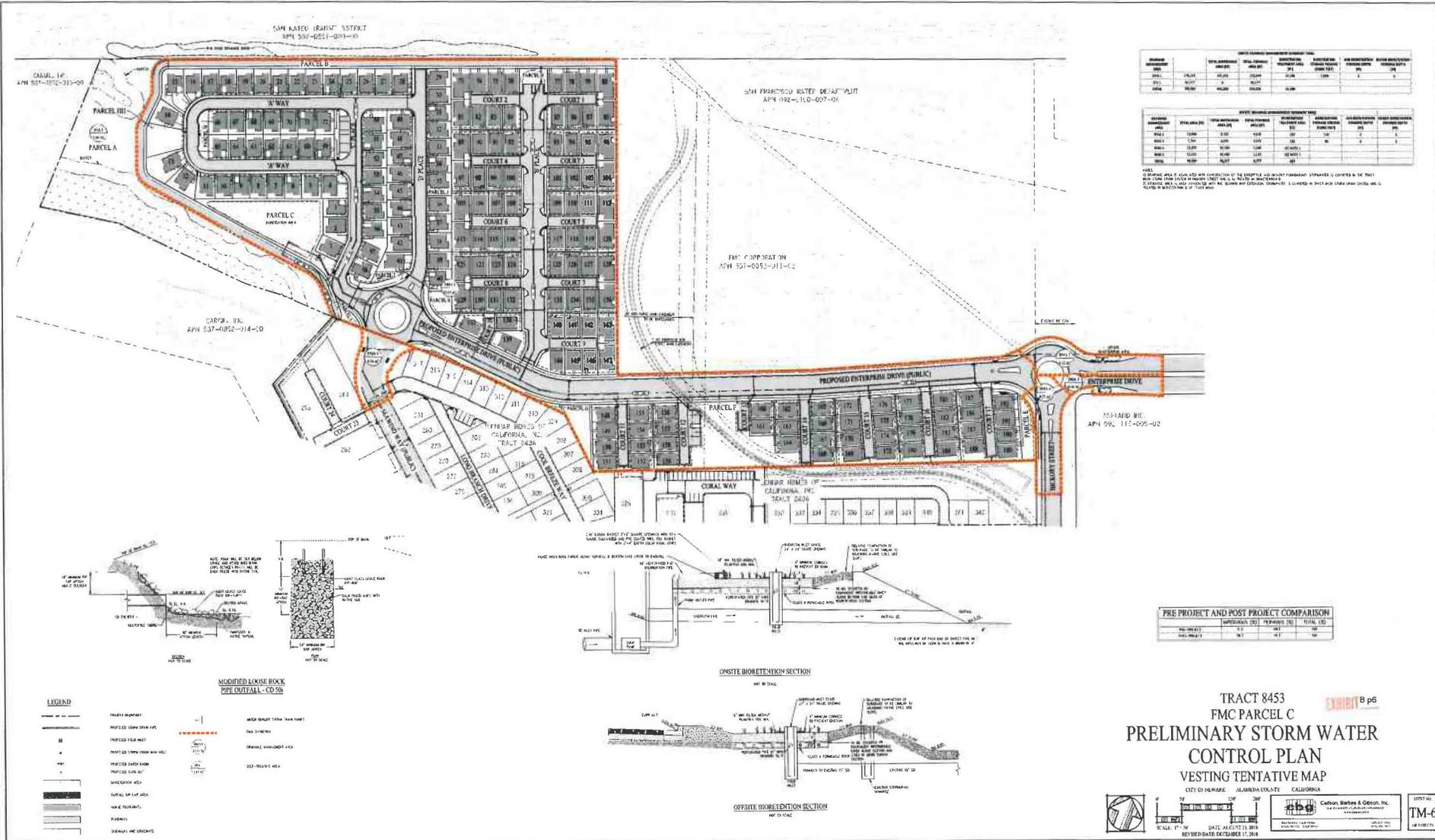
**TRACT 8453
FMC PARCEL C
PRELIMINARY GRADING AND
DRAINAGE PLAN
VESTING TENTATIVE MAP**

CITY OF SAN FRANCISCO - ALABAMA COUNTY CALIFORNIA

Carlson, Barbee & Olson, Inc.
1500 CALIFORNIA STREET, SUITE 200
SAN FRANCISCO, CALIFORNIA 94109
DATE: AUGUST 19, 2018
REVISED: JAN 18, 2019

SCALE: 1" = 30'

TM-4



APN	2015 PLANNED DEVELOPMENT CONTROLLED DATA				APN	APN	APN
	APN	APN	APN	APN			
APN 537-0572-015-00	APN 537-0572-015-00	APN 537-0572-015-00	APN 537-0572-015-00	APN 537-0572-015-00	APN 537-0572-015-00	APN 537-0572-015-00	APN 537-0572-015-00

APN	2015 PLANNED DEVELOPMENT CONTROLLED DATA				APN	APN	APN
	APN	APN	APN	APN			
APN 537-0572-015-00	APN 537-0572-015-00	APN 537-0572-015-00	APN 537-0572-015-00	APN 537-0572-015-00	APN 537-0572-015-00	APN 537-0572-015-00	APN 537-0572-015-00

NOTES:
 1. SHOWN ARE THE PROPOSED STORM WATER CONTROL MEASURES TO BE INSTALLED ON THE TRACT.
 2. THE TRACT OWNER SHALL BE RESPONSIBLE FOR THE DESIGN AND CONSTRUCTION OF THE STORM WATER CONTROL MEASURES.
 3. THE TRACT OWNER SHALL BE RESPONSIBLE FOR THE DESIGN AND CONSTRUCTION OF THE STORM WATER CONTROL MEASURES.
 4. THE TRACT OWNER SHALL BE RESPONSIBLE FOR THE DESIGN AND CONSTRUCTION OF THE STORM WATER CONTROL MEASURES.

PRE PROJECT AND POST PROJECT COMPARISON			
PRE PROJECT	POST PROJECT	PERMANENT LOSS	TOTAL LOSS
1.2	0.8	0.4	0.8
1.2	0.8	0.4	0.8

TRACT 8453
 FMC PARCEL C
PRELIMINARY STORM WATER CONTROL PLAN
 VESTING TENTATIVE MAP
 CITY OF DELMAR, CALIFORNIA

Scale: 1" = 40'
 Date: August 13, 2015
 Revised Date: October 11, 2015

Carbon, Barbee & Gibson, Inc.
 10000 S. DELMAR AVE., SUITE 100
 DELMAR, CA 91903
 TEL: 619-395-1111
 FAX: 619-395-1112
 WWW.CBGI.COM

TM-6



ENTERPRISE DRIVE / SEAWIND WAY
ROUNDABOUT (EAST)



ENTERPRISE DRIVE / SEAWIND WAY
ROUNDABOUT (WEST)



ENTERPRISE DRIVE / SEAWIND WAY
ROUNDABOUT (NORTH)



ENTERPRISE DRIVE / SEAWIND WAY
ROUNDABOUT (SOUTH)



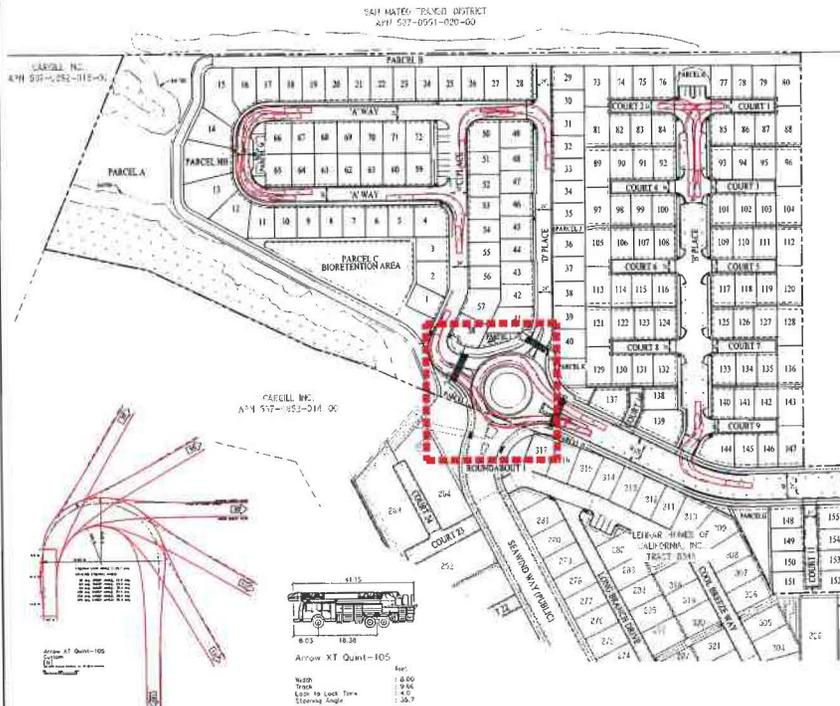
ENTERPRISE DRIVE / SEAWIND WAY
ROUNDABOUT (EAST)



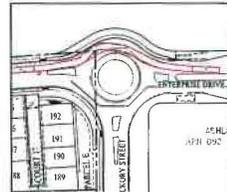
ENTERPRISE DRIVE / SEAWIND WAY
ROUNDABOUT (WEST)



ENTERPRISE DRIVE / SEAWIND WAY
ROUNDABOUT (NORTH)



ENTERPRISE DRIVE / HICKORY STREET
ROUNDABOUT (EAST)



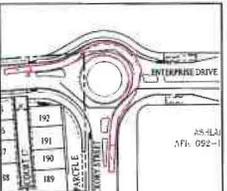
ENTERPRISE DRIVE / HICKORY STREET
ROUNDABOUT (WEST)



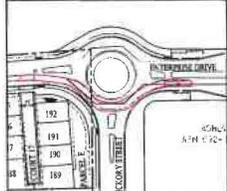
ENTERPRISE DRIVE / HICKORY STREET
ROUNDABOUT (NORTH)



ENTERPRISE DRIVE / HICKORY STREET
ROUNDABOUT (SOUTH)



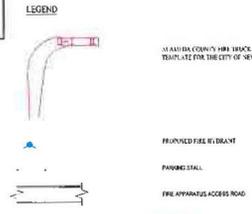
ENTERPRISE DRIVE / HICKORY STREET
ROUNDABOUT (EAST)



ENTERPRISE DRIVE / HICKORY STREET
ROUNDABOUT (WEST)

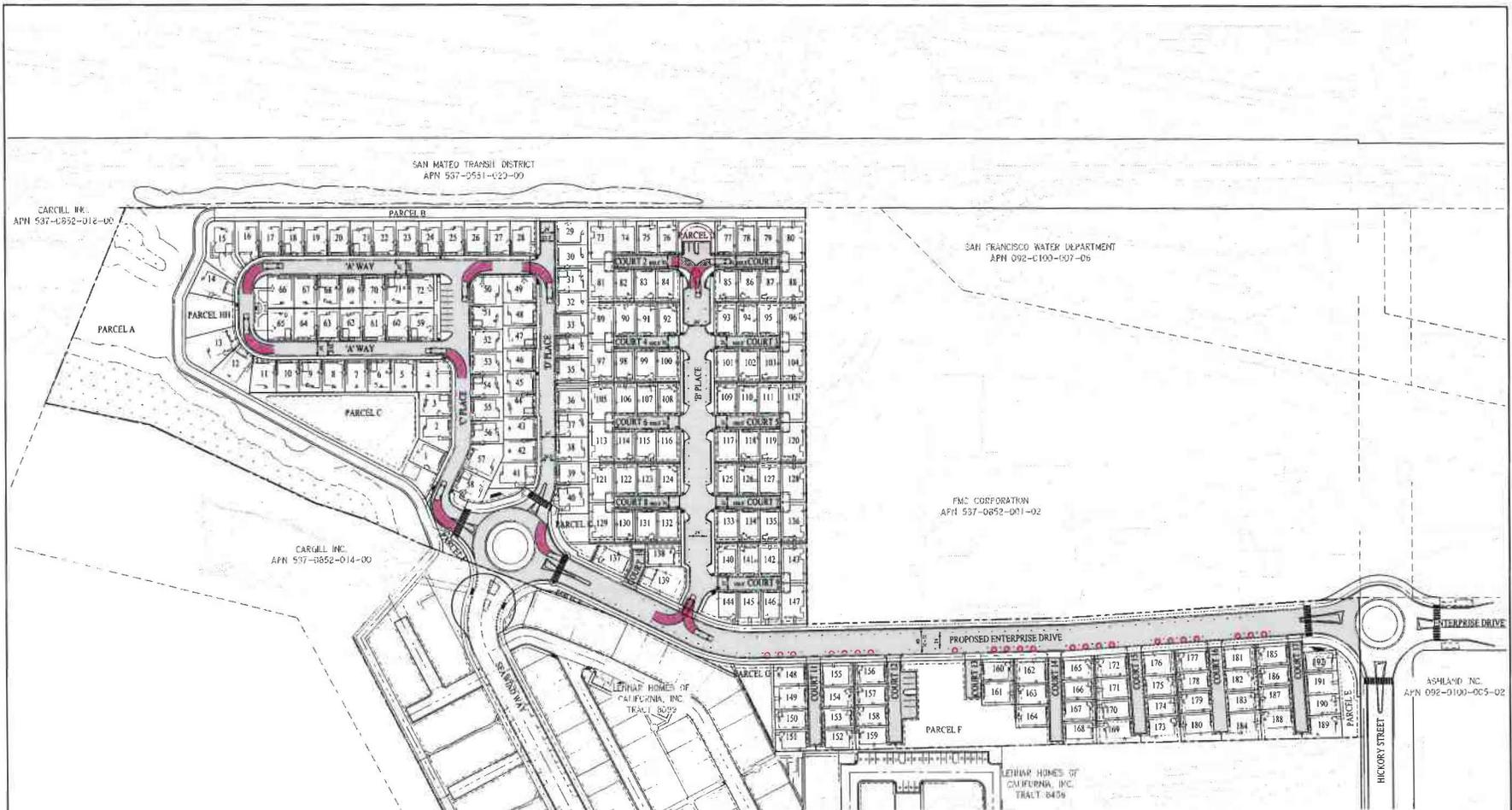


ENTERPRISE DRIVE / HICKORY STREET
ROUNDABOUT (NORTH)



**TRACT 8453
FMC PARCEL C
FIRE ACCESS PLAN
VESTING TENTATIVE MAP**

City of Newport, Alameda County, California
 Carbon, Barber & Gibson, Inc.
 1700 14th Street, Suite 200, San Francisco, CA 94103
 DATE: AUGUST 18, 2015
 REVISION DATE: DECEMBER 17, 2015
 SCALE: 1" = 20'
 SHEET: 1 OF 2
 PROJECT: TRACT 8453
 DRAWING: FMC PARCEL C
 TITLE: FIRE ACCESS PLAN
 SHEET NO.: TM-7



LEGEND

- TRASH CART
- RECYCLING CART
- ORGANICS CART
- PARKING SPOT
- NO PARKING OR TRASH COLLECTION

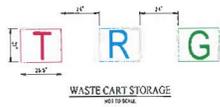


EXHIBIT B p10

GARBAGE COLLECTION
FMC PARCEL C

CITY OF NEWARK ALAMEDA COUNTY CALIFORNIA

SCALE: 1" = 50' DATE: DECEMBER 11, 2019

Cadson, Barbee & Gibson, Inc.
CIVIL ENGINEERS AND ARCHITECTS
1000 BAY STREET, SUITE 200
NEWARK, CA 94560
TEL: 925.885.8888 FAX: 925.885.8889



FMC PARCEL C
NEWARK | CALIFORNIA
INTEGRAL COMMUNITIES | 18-015
DATE 12|17|18



COVER SHEET | CS.01



Sheet Index

SHEET TITLE	SHT. #
Cover Sheet	CS.01
Sheet Index	CS.02
Site Plan:	
Site Plan	SP1
Site Plan Enlargement PA 1	SP2
Site Plan Enlargement PA 2	SP3
Site Plan Enlargement PA 3	SP4
Vehicle Turning Exhibit - Plan 4 UA Bungalow	SP5
Landscape:	
Conceptual Landscape Plan	L01
Conceptual Landscape Plan - Enlargements	L02
Conceptual Landscape Plan - Enlargements	L03
Fence and Wall Plan	L04
Preliminary Hydrozone Map and Calcs	L05
Planting Plan	L06
Stormwater Control Landscape Plan	L07
Heat Island Reduction Plan	L08
Architecture:	
UA Lanai Floor Plan 1	A1.0
UA Lanai Plan 1 Farmhouse Elevations	A1.1A
UA Lanai Plan 1 Craftsman Elevations	A1.1B
UA Lanai Plan 1 Agrarian Elevations	A1.1C
UA Lanai Floor Plan 2	A2.0
UA Lanai Plan 2 Farmhouse Elevations	A2.1A
UA Lanai Plan 2 Craftsman Elevations	A2.1B
UA Lanai Plan 2 Agrarian Elevations	A2.1C

SHEET TITLE	SHT. #
Architecture:	
UA Lanai Floor Plan 3	A3.0
UA Lanai Plan 3 Farmhouse Elevations	A3.1A
UA Lanai Plan 3 Craftsman Elevations	A3.1B
UA Lanai Plan 3 Agrarian Elevations	A3.1C
UA Bungalow Composite Plan	A4.0
UA Bungalow Multiple Level Composite Plan	A4.1
UA Bungalow Floor Plan 1	A5.0
UA Bungalow Plan 1 Farmhouse Elevations	A5.1A
UA Bungalow Plan 1 Craftsman Elevations	A5.1B
UA Bungalow Floor Plan 2	A6.0
UA Bungalow Plan 2 Farmhouse Elevations	A6.1A
UA Bungalow Plan 2 Farmhouse Enhanced Elevations	A6.1Ax
UA Bungalow Plan 2 Craftsman Elevations	A6.1B
UA Bungalow Floor Plan 3	A7.0
UA Bungalow Plan 3 Farmhouse Corner Lot Elevations	A7.1Ac
UA Bungalow Plan 3 Farmhouse Interior Lot Elevations	A7.1Ai
UA Bungalow Craftsman Corner Lot Elevations	A7.1Bc
UA Bungalow Craftsman Interior Lot Elevations	A7.1Bi
UA Bungalow Floor Plan 4	A8.0
UA Bungalow Floor Plan 4 Farmhouse Elevations	A8.1A
UA Bungalow Floorplan 4 Craftsman Elevations	A8.1B

FMC 'PARCEL C'

NEWARK | CALIFORNIA
 INTEGRAL COMMUNITIES | 18-015
 DATE 12 | 17 | 18



EXHIBIT B p14

SHEET INDEX | CS.02





Site Summary

Unit Count:	192
Net Site Area:	33.62 AC
Net density:	14.31 DU/AC

Plan Type Summary

Plan Type	S.F.	Brd	Roth	Garage	Total Units	% of total	Total Buildable SF
-----------	------	-----	------	--------	-------------	------------	--------------------

PA 1 - 35'x50' U/LANAI	6.23 AC						
Net Site Area:	6.23 AC						
Density:	11.56 DU/AC						
Plan 1	2,104	3	4	Standard	22	31%	48,268
Plan 2	2,367	4	3.5	Standard	25	35%	50,175
Plan 3	3,418	4	3.5	Standard	25	35%	60,650
					72	100%	167,893

PA 2 - U/A BUNGALOW	4.69 AC						
Net Site Area:	4.69 AC						
Density:	16.13 DU/AC						
Plan 1	2,116	3	3.5	Standard	20	27%	42,310
Plan 2	2,201	3	3	Standard	18	24%	36,618
Plan 3	2,505	4	3.5	Standard	19	25%	47,595
Plan 4	2,108	4	3.5	Spine	18	25%	48,654
					75	100%	178,587

PA 3 - U/A BUNGALOW	2.73 AC						
Net Site Area:	2.73 AC						
Density:	16.45 DU/AC						
Plan 1	2,116	3	3.5	Standard	14	31%	30,504
Plan 2	2,261	3	3	Standard	18	40%	36,618
Plan 3	2,505	4	3.5	Standard	13	29%	32,565
Plan 4	2,708	4	3.5	Spine	0	0%	0
					45	100%	102,887

Parking Summary

Parking Required:		No. of units	Spaces required
Multifamily/SPD	2.10 Spaces per unit	192	402
			TOTAL SPACES REQUIRED: 480

Parking Provided:		Spaces provided
Multifamily/SPD Garage		104
On-site spaces (retail)		113
Driveway spaces		21
		TOTAL PARKING PROVIDED: 520

Park Summary

Park Name	S.F.
Activity Park	4,375
Boardwalk Park	14,819
Boardwalk Park Facilities	1,523

FMC "PARCEL C"
 NEWARK | CALIFORNIA
 INTEGRAL COMMUNITIES | 18-015
 DATE 12 | 17 | 18

EXHIBIT Bp15

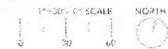
SITE PLAN | SP1





FMC 'PARCEL C'
 NEWARK | CALIFORNIA
 INTEGRAL COMMUNITIES | 18-015
 DATE 12|17|18

EXHIBIT B p16



SITE PLAN ENLARGEMENT PA1
 SP2



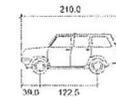


FMC 'PARCEL C'
 NEWARK | CALIFORNIA
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EXHIBIT B p17
 1"=30' SCALE NORTH
 SITE PLAN ENLARGEMENT PA2 SP3
 URBAN ARENA



FMC 'PARCEL C'
 NEWARK | CALIFORNIA
 INTEGRAL COMMUNITIES | 18-015
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Ford Exped '18	inches
Wheel	78.0
Track	67.0
Lock to Lock Time	6.0
Steering Angle	31.3

FMC 'PARCEL C'

NEWARK | CALIFORNIA

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EXHIBIT B p19

1" = 10' - 0" SCALE



VEHICLE TURNING EXHIBIT
PLAN 4 UA BUNGLOW | SP5





LANDSCAPE SHEET LIST

- Sheet Number: 18-015-C
- 18-015-C01 CONCEPTUAL LANDSCAPE PLAN - PARCEL C
 - 18-015-C02 CONCEPTUAL LANDSCAPE PLAN - PARCEL C
 - 18-015-C03 CONCEPTUAL LANDSCAPE PLAN - PARCEL C
 - 18-015-C04 CONCEPTUAL LANDSCAPE PLAN - PARCEL C
 - 18-015-C05 CONCEPTUAL LANDSCAPE PLAN - PARCEL C
 - 18-015-C06 CONCEPTUAL LANDSCAPE PLAN - PARCEL C
 - 18-015-C07 CONCEPTUAL LANDSCAPE PLAN - PARCEL C
 - 18-015-C08 CONCEPTUAL LANDSCAPE PLAN - PARCEL C
 - 18-015-C09 CONCEPTUAL LANDSCAPE PLAN - PARCEL C
 - 18-015-C10 CONCEPTUAL LANDSCAPE PLAN - PARCEL C
 - 18-015-C11 CONCEPTUAL LANDSCAPE PLAN - PARCEL C
 - 18-015-C12 CONCEPTUAL LANDSCAPE PLAN - PARCEL C
 - 18-015-C13 CONCEPTUAL LANDSCAPE PLAN - PARCEL C
 - 18-015-C14 CONCEPTUAL LANDSCAPE PLAN - PARCEL C
 - 18-015-C15 CONCEPTUAL LANDSCAPE PLAN - PARCEL C
 - 18-015-C16 CONCEPTUAL LANDSCAPE PLAN - PARCEL C
 - 18-015-C17 CONCEPTUAL LANDSCAPE PLAN - PARCEL C
 - 18-015-C18 CONCEPTUAL LANDSCAPE PLAN - PARCEL C
 - 18-015-C19 CONCEPTUAL LANDSCAPE PLAN - PARCEL C
 - 18-015-C20 CONCEPTUAL LANDSCAPE PLAN - PARCEL C

BAY AREA FRIENDLY NOTE

1. PLANTING: 100% BAY AREA FRIENDLY PLANTS
2. WATER: 100% DROUGHT TOLERANT PLANTS
3. SOIL: 100% ORGANIC MULCH
4. IRRIGATION: 100% DROUGHT TOLERANT PLANTS
5. MAINTENANCE: 100% BAY AREA FRIENDLY PLANTS
6. WASTE: 100% BAY AREA FRIENDLY PLANTS

WATER EFFICIENT LANDSCAPE

100% DROUGHT TOLERANT PLANTS

100% ORGANIC MULCH

100% BAY AREA FRIENDLY PLANTS

DATE: 12.17.18

GENERAL NOTES

- 1. SEE SHEET 18-015-C01 FOR PARCEL A



FMC - PARCEL C
 NEWARK | CALIFORNIA
 INTEGRAL COMMUNITIES | 18-015
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EXHIBIT B p20

1" = 100'-0" SCALE

0 50 100

NORTH

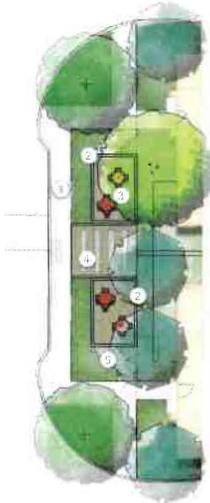
CONCEPTUAL LANDSCAPE PLAN
 | L01





STROLLING TRACK / FITNESS PARK

- 1 SIDEWALK
- 2 LOW SEAT WALL
- 3 COLORED CONCRETE
- 4 DECOMPOSED GRANITE
- 5 WALKING 'TRACK'
- 6 OPEN LAWN
- 7 BENCH SEATING
- 8 TABLE SEATING
- 9 BIKE RACKS
- 10 MAILBOXES WITH TRELLIS
- 11 FITNESS EQUIPMENT



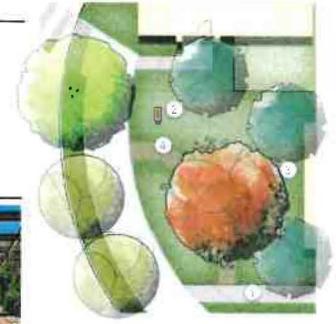
PA1 POCKET PARK

- 1 SIDEWALK
- 2 OVER-HEAD STRUCTURE
- 3 PICNIC TABLES
- 4 DECOMPOSED GRANITE
- 5 ENHANCED PAVING



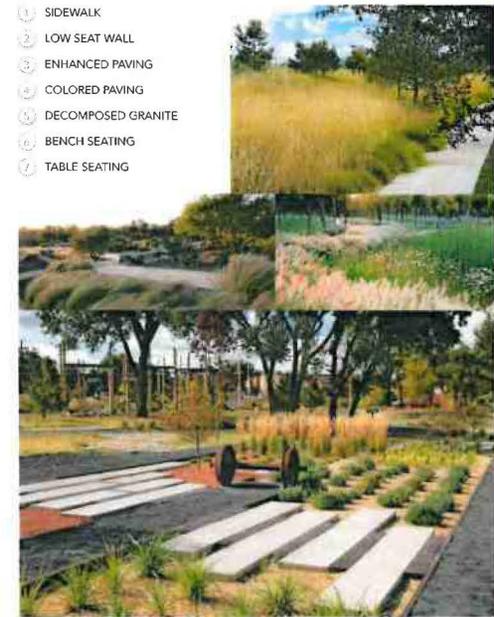
ENTRY POCKET PARK

- 1 SIDEWALK
- 2 COMMUNITY MAP
- 3 BENCH SEATING
- 4 DECOMPOSED GRANITE



PA3 POCKET PARK

- 1 SIDEWALK
- 2 LOW SEAT WALL
- 3 ENHANCED PAVING
- 4 COLORED PAVING
- 5 DECOMPOSED GRANITE
- 6 BENCH SEATING
- 7 TABLE SEATING

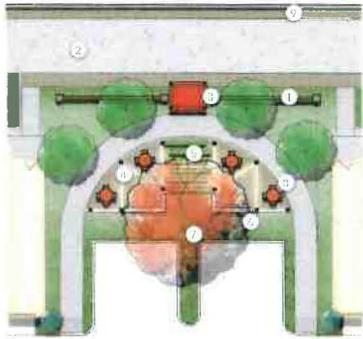


FMC - PARCEL C
 NEWARK | CALIFORNIA
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EXHIBIT B p21
 1" = 10' @ SCALE NORTH
 0 10 20
CONCEPTUAL LANDSCAPE PLAN - ENLARGEMENTS | L02





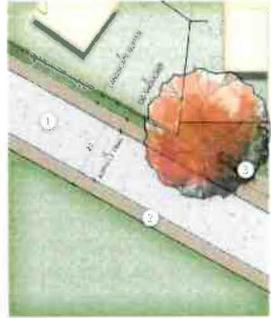
TRAILSIDE POCKET PARK

- 1 8' SPLIT-FACE CMU ENHANCED SOUND WALL
- 2 BAY TRAIL
- 3 ENTRY OVERHEAD
- 4 STRING LIGHT OVERHEAD
- 5 CONCRETE PLANKS IN DECOMPOSED GRANITE
- 6 SEAT WALLS
- 7 LARGE FOCAL TREE
- 8 TABLE SEATING
- 9 5' CARGILL WIRE FENCE



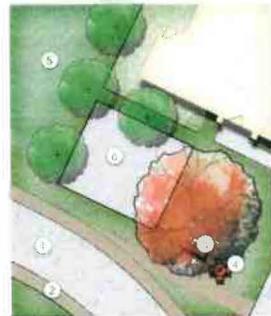
ACTIVITY PARK

- 1 BAY TRAIL
- 2 PASEO CONNECTION
- 3 CONCRETE SIDEWALK
- 4 SYNTHETIC 'WETLAND' RUBBER
- 5 NATURAL PLAY FEATURE
- 6 HILL SLIDE
- 7 2:1 SLOPE
- 8 RAISED AREA - 36" HIGH
- 9 SHADE STRUCTURE
- 10 RETAINING WALL
- 11 LOW STEEL FENCE AND GATE
- 12 VIEWING SCOPE
- 13 BENCH
- 14 TRASH AND RECYCLING
- 15 PICNIC TABLES



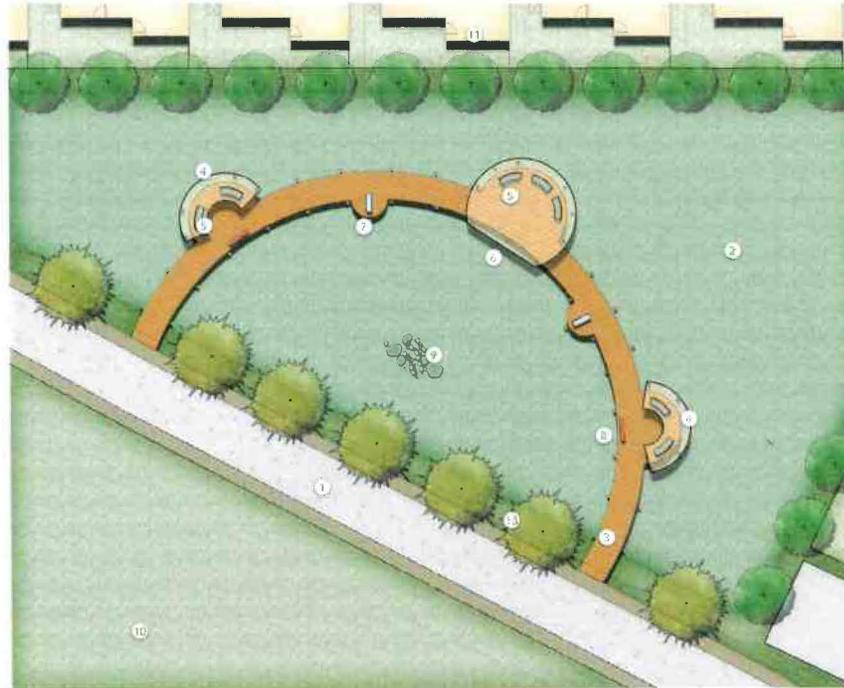
BAY TRAIL

- 1 BAY TRAIL
- 2 DECOMPOSED GRANITE PATH
- 3 BENCH SEATING



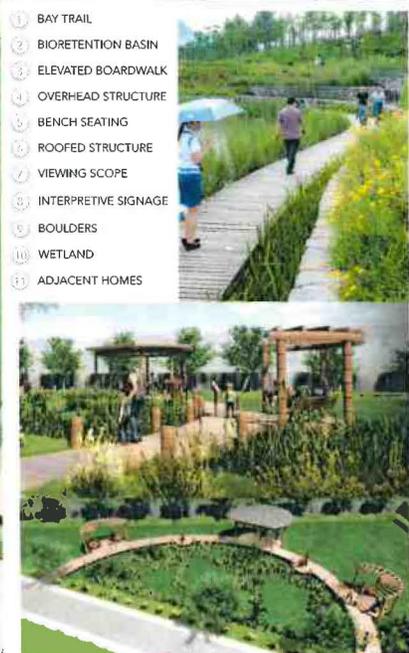
BAY TRAIL ENTRY

- 1 BAY TRAIL
- 2 DECOMPOSED GRANITE PATH
- 3 BENCH SEATING
- 4 TABLE SEATING
- 5 BIORETENTION BASIN
- 6 BIORETENTION EQUIPMENT PAD



BAY YARDS PARK

- 1 BAY TRAIL
- 2 BIORETENTION BASIN
- 3 ELEVATED BOARDWALK
- 4 OVERHEAD STRUCTURE
- 5 BENCH SEATING
- 6 ROOFED STRUCTURE
- 7 VIEWING SCOPE
- 8 INTERPRETIVE SIGNAGE
- 9 BOULDERS
- 10 WETLAND
- 11 ADJACENT HOMES



FMC - PARCEL C

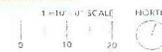
NEWARK | CALIFORNIA

INTEGRAL COMMUNITIES | 18-015

DATE 12|17|18

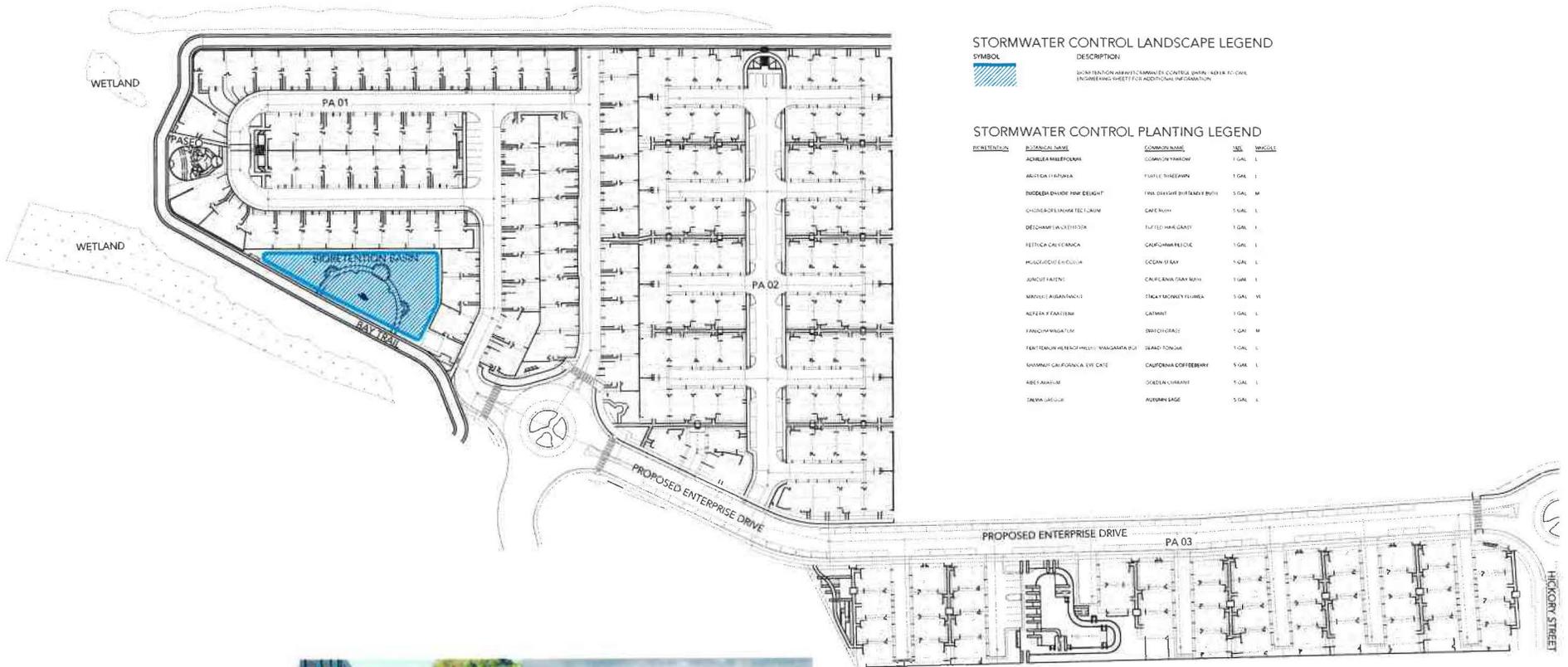


EXHIBIT B p22



CONCEPTUAL LANDSCAPE PLAN - ENLARGEMENTS | L03





STORMWATER CONTROL LANDSCAPE LEGEND

SYMBOL	DESCRIPTION
	BIORETENTION AREA WITH STORMWATER CONTROL. DATA: REFER TO CIVIL ENGINEERING SHEET FOR ADDITIONAL INFORMATION.

STORMWATER CONTROL PLANTING LEGEND

PLANT SPECIES	SCIENTIFIC NAME	COMMON NAME	SIZE	WATER USE
	ACHILLEA MIEDEOLINA	COMMON YARROW	1 GAL.	L
	ARTEMISA FIFIDA	YARROW THRIFTOP	1 GAL.	L
	BUDDLEIA DIVARICA FOLIOLATA	FRAGRANT SHRUB	5 GAL.	M
	CHORDEA DELENIANA FOLIOLATA	DATE PALM	5 GAL.	L
	DECHONIA FOLIOLATA	TULIP TREE	1 GAL.	L
	FEUTICIA CALIFORNICA	CALIFORNIA FESCUE	1 GAL.	L
	MUSCIGATA ERIGOLIA	OCEAN SPRAY	1 GAL.	L
	ARCTOSTAPHYLOS	CALIFORNIA TOADFLAX	1 GAL.	L
	MIRABILIS ALBERTINA	TRUMPET CREEPER	5 GAL.	M
	ALPHEA FOLIOLATA	CATPAW	1 GAL.	L
	FRAXINUS VIRGINIANA	WHITE OAK	1 GAL.	M
	PERFORATA FOLIOLATA	WINDMILL	1 GAL.	L
	MAHONIA CALIFORNICA	CALIFORNIA DOGWOOD	5 GAL.	L
	ABIES GRANDIS	REDWOOD	5 GAL.	L
	TRINIA LANCEOLATA	WINDMILL	5 GAL.	L



STORMWATER CONTROL / BIORETENTION BASIN EXAMPLES

FMC - PARCEL C
 NEWARK | CALIFORNIA
 INTEGRAL COMMUNITIES | 18-015
 DATE 12|17|18



EXHIBIT B p26

1" = 50' SCALE NORTH

STORMWATER CONTROL LANDSCAPE PLAN | L07





HEAT ISLAND REDUCTION LEGEND

SYMBOL	DESCRIPTION
	SHADED TREES
	EXPOSED PARKING AREA
	SHADED PARKING AREA

NOTES:
SHADED TREES SHOWN AT 15 YEARS OF GROWTH

STREET PARKING CALCULATIONS

TOTAL PARKING AREA : 15,388 SQ.FT
 TOTAL PARKING SHADED AREA : 13,423 SQ. FT
 TOTAL PARKING EXPOSED AREA : 1,965 SQ.FT
 PERCENT SHADED: 87%

PARKING LOT CALCULATIONS

TOTAL PARKING AREA : 2,652 SQ.FT
 TOTAL PARKING SHADED AREA : 1,819 SQ. FT
 TOTAL PARKING EXPOSED AREA : 833 SQ.FT
 PERCENT SHADED: 69%

FMC - PARCEL C
 NEWARK | CALIFORNIA
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 DATE 12 | 17 | 18

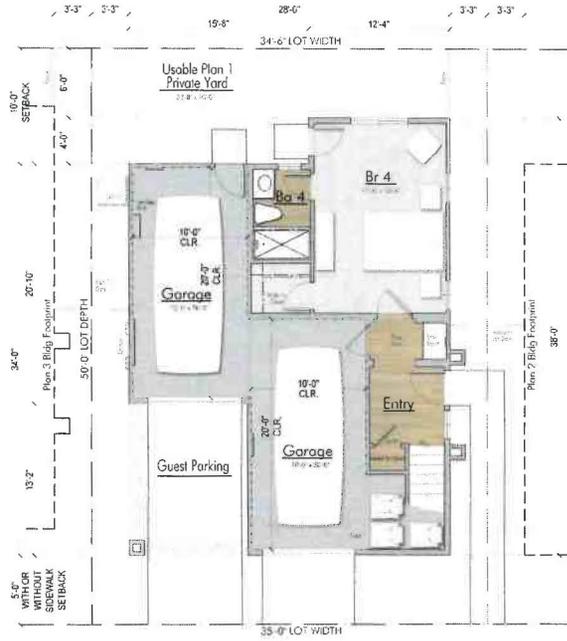


EXHIBIT B p27

GRAPHIC SCALE: NORTH
 0 50 100

HEAT ISLAND REDUCTION PLAN | L08





PLAN 1 • FIRST FLOOR
SCALE: 1/4" = 1'-0"



PLAN 1 • SECOND FLOOR
SCALE: 1/4" = 1'-0"



PLAN 1 • THIRD FLOOR
SCALE: 1/4" = 1'-0"

4 BEDROOMS / 4 BATH
CALIFORNIA ROOM

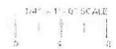
**LANAI
PLAN 1
2,194 SF**

• SQUARE FOOTAGE •

PLAN 1 • 1ST FLOOR	2,194 SF
PLAN 1 • 2ND FLOOR	1,888 SF
PLAN 1 • 3RD FLOOR	1,715 SF
PLAN 1 • TOTAL	5,797 SF

FMC "PARCEL C"
NEWARK | CA
INTEGRAL COMMUNITIES | 18-014
DATE 8 | 16 | 18

EXHIBIT B p28



UA LANAI FLOOR PLAN 1 | A1.0





LANAI • PLAN 1 • FARMHOUSE • RIGHT ELEVATION

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



LANAI • PLAN 1 • FARMHOUSE • REAR ELEVATION

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



LANAI • PLAN 1 • FARMHOUSE • LEFT ELEVATION

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



LANAI • PLAN 1 • FARMHOUSE • FRONT ELEVATION

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

FMC "PARCEL C"

NEWARK | CA
 INTEGRAL COMMUNITIES | 18-014
 DATE 8 | 16 | 18

EXHIBIT B p29

1/4" = 1'-0" SCALE





LANAI • PLAN 1 • CRAFTSMAN • RIGHT ELEVATION

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



LANAI • PLAN 1 • CRAFTSMAN • REAR ELEVATION

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



LANAI • PLAN 1 • CRAFTSMAN • LEFT ELEVATION

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



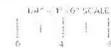
LANAI • PLAN 1 • CRAFTSMAN • FRONT ELEVATION

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

FMC "PARCEL C"

NEWARK | CA
 INTEGRAL COMMUNITIES | 18-014
 DATE 8/16/18

EXHIBIT B p30





LANAI • PLAN 1 • AGRARIAN • RIGHT ELEVATION

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



LANAI • PLAN 1 • AGRARIAN • REAR ELEVATION

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



LANAI • PLAN 1 • AGRARIAN • LEFT ELEVATION

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



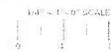
LANAI • PLAN 1 • AGRARIAN • FRONT ELEVATION

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

FMC "PARCEL C"

NEWARK | CA
 INTEGRAL COMMUNITIES | 18-014
 DATE 8|16|18

EXHIBIT B p31





4 BEDROOM / 3 1/2 BATH
DUAL MASTER BEDROOMS

LANAI
PLAN 2
2,367 SF

• SQUARE FOOTAGE •

PLAN 2 • BR 1 (13.0' x 11.0')	143.00 SF
PLAN 2 • BR 2 (13.0' x 11.0')	143.00 SF
PLAN 2 • BR 3 (11.0' x 11.0')	121.00 SF
PLAN 2 • BR 4 (11.0' x 11.0')	121.00 SF
PLAN 2 • PDR (5.0' x 7.0')	35.00 SF
PLAN 2 • MSTR BA 1 (5.0' x 7.0')	35.00 SF
PLAN 2 • MSTR BA 2 (5.0' x 7.0')	35.00 SF
PLAN 2 • BA 3 (5.0' x 7.0')	35.00 SF
PLAN 2 • TECH (5.0' x 7.0')	35.00 SF
PLAN 2 • SERV (5.0' x 7.0')	35.00 SF
PLAN 2 • KITCHEN (10.0' x 11.0')	110.00 SF
PLAN 2 • DINING (10.0' x 11.0')	110.00 SF
PLAN 2 • LIVING (13.6' x 22.8')	309.12 SF
PLAN 2 • LANAI (10.0' x 11.0')	110.00 SF
PLAN 2 • GARAGE (20.0' x 20.0')	400.00 SF
PLAN 2 • ENTRY (5.0' x 7.0')	35.00 SF
PLAN 2 • TOTAL (EXCLUDING 4.0' x 11.0' STAIRS)	1,720.12 SF
PLAN 2 • TOTAL (INCLUDING 4.0' x 11.0' STAIRS)	1,764.12 SF

DATE: 08/16/18
DRAWN BY: [Name]
CHECKED BY: [Name]
SCALE: 1/4" = 1'-0"

FMC "PARCEL C"
NEWARK | CA
INTEGRAL COMMUNITIES | 18-014
DATE 8 | 16 | 18

EXHIBIT B p32
1/4" = 1'-0" SCALE
UA LANAI FLOOR PLAN 2 | A2.0





LANAI • PLAN 2 • FARMHOUSE • RIGHT ELEVATION

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



LANAI • PLAN 2 • FARMHOUSE • REAR ELEVATION

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



LANAI • PLAN 2 • FARMHOUSE • LEFT ELEVATION

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



LANAI • PLAN 2 • FARMHOUSE • FRONT ELEVATION

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

FMC "PARCEL C"

NEWARK | CA

INTEGRAL COMMUNITIES | 18-014

DATE 8 | 16 | 18

EXHIBIT B p33

1/8" = 1'-0" SCALE

UA LANAI PLAN 2 - FARMHOUSE ELEVATIONS | A2.1A





LANAI • PLAN 2 • CRAFTSMAN • RIGHT ELEVATION

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



LANAI • PLAN 2 • CRAFTSMAN • REAR ELEVATION

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



LANAI • PLAN 2 • CRAFTSMAN • LEFT ELEVATION

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



LANAI • PLAN 2 • CRAFTSMAN • FRONT ELEVATION

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

FMC "PARCEL C"

NEWARK | CA

INTEGRAL COMMUNITIES | 18-014

DATE 8/16/18

EXHIBIT B p34

1/4" = 1'-0" SCALE

UA LANAI PLAN 2 - CRAFTSMAN ELEVATIONS | A2.1B





LANAI • PLAN 2 • AGRARIAN • RIGHT ELEVATION

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



LANAI • PLAN 2 • AGRARIAN • REAR ELEVATION

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



LANAI • PLAN 2 • AGRARIAN • LEFT ELEVATION

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



LANAI • PLAN 2 • AGRARIAN • FRONT ELEVATION

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

FMC "PARCEL C"

NEWARK | CA

INTEGRAL COMMUNITIES | 18-014

DATE 8 | 16 | 18

EXHIBIT B.p35

1/4" = 1'-0" SCALE

UA LANAI PLAN 2 - AGRARIAN ELEVATIONS | A2.1C





LANAI • PLAN 3 • FARMHOUSE • RIGHT ELEVATION

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



LANAI • PLAN 3 • FARMHOUSE • REAR ELEVATION

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



LANAI • PLAN 3 • FARMHOUSE • LEFT ELEVATION

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



LANAI • PLAN 3 • FARMHOUSE • FRONT ELEVATION

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

FMC "PARCEL C"

NEWARK | CA

INTEGRAL COMMUNITIES | 18-014

DATE 8|16|18

EXHIBIT B p37

DATE: 11/15/2018

UA LANAI PLAN 3 - FARMHOUSE ELEVATIONS | A3.1A



URBAN
ARENA



LANAI • PLAN 3 • CRAFTSMAN • RIGHT ELEVATION

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



LANAI • PLAN 3 • CRAFTSMAN • REAR ELEVATION

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



LANAI • PLAN 3 • CRAFTSMAN • LEFT ELEVATION

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



LANAI • PLAN 3 • CRAFTSMAN • FRONT ELEVATION

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

FMC "PARCEL C"

NEWARK | CA
 INTEGRAL COMMUNITIES | 18-014
 DATE 8 | 16 | 18

EXHIBIT B p38

1/4" = 1'-0" SCALE





LANAI • PLAN 3 • AGRARIAN • RIGHT ELEVATION

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



LANAI • PLAN 3 • AGRARIAN • REAR ELEVATION

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



LANAI • PLAN 3 • AGRARIAN • LEFT ELEVATION

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



LANAI • PLAN 3 • AGRARIAN • FRONT ELEVATION

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

FMC "PARCEL C"

NEWARK | CA

INTEGRAL COMMUNITIES | 18-014

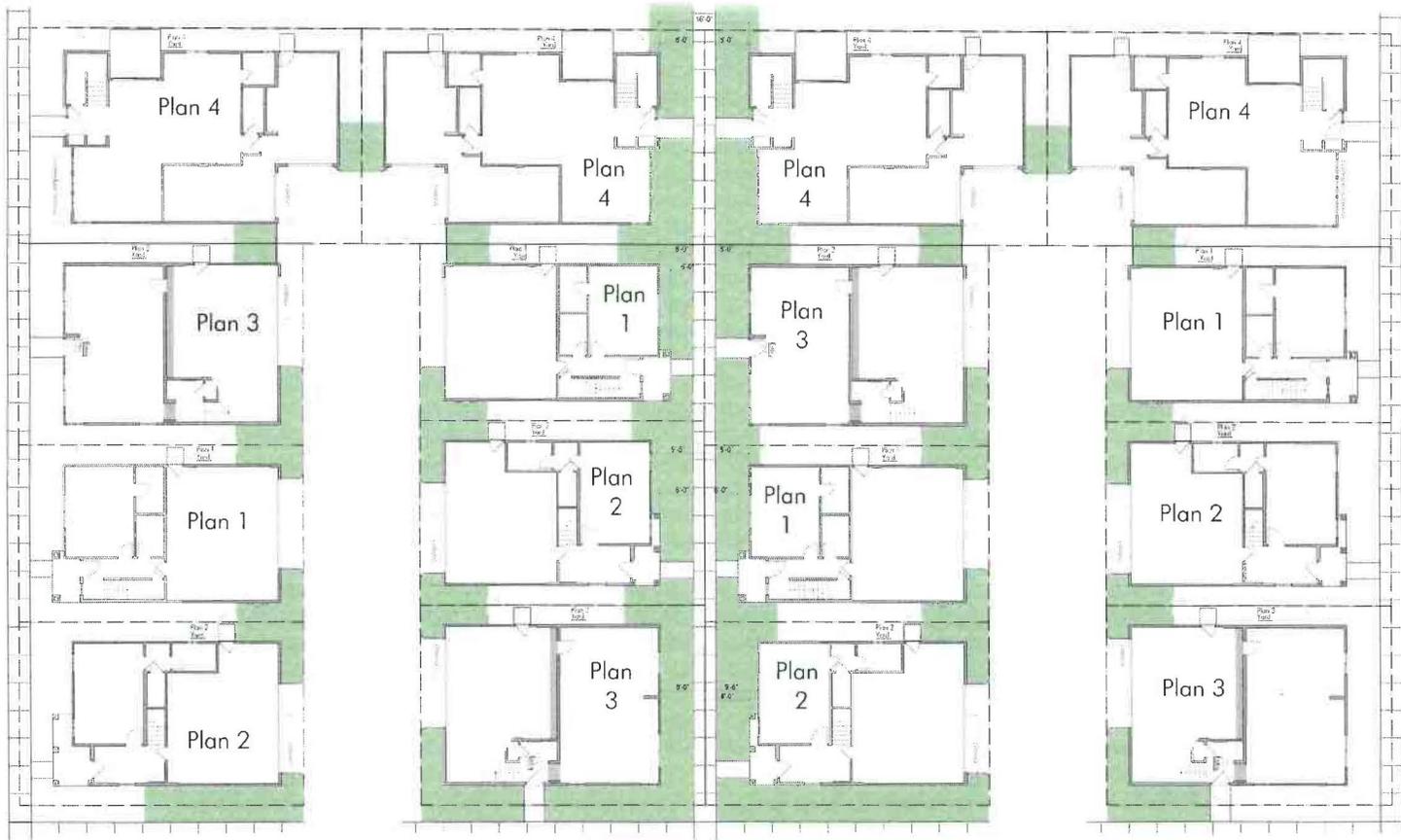
DATE 8 | 16 | 18

EXHIBIT B p39



UA LANAI PLAN 3 - AGRARIAN ELEVATIONS | A3.1C

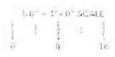




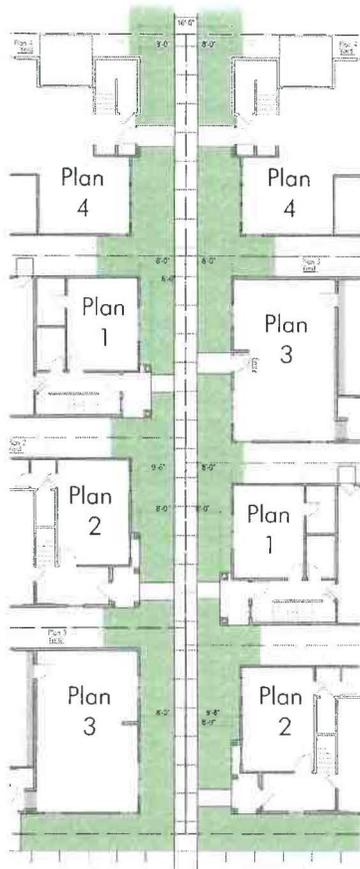
BUNGALOW • COMPOSITE LAYOUT
SCALE: 1/8" = 1'-0"

FMC "PARCEL C"
 NEWARK | CALIFORNIA
 INTEGRAL COMMUNITIES | 18-014
 DATE 8 | 16 | 18

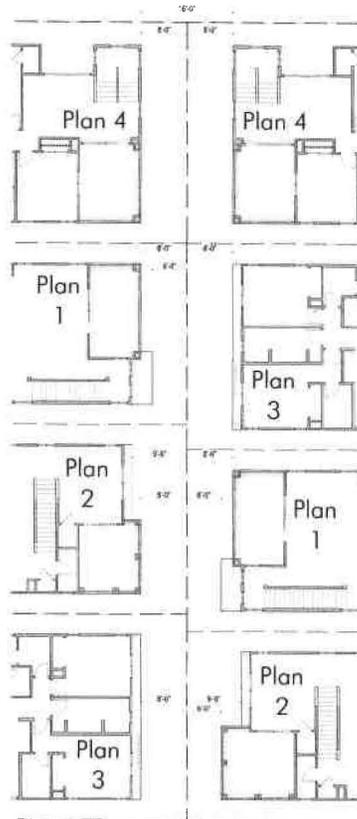
EXHIBIT B p40



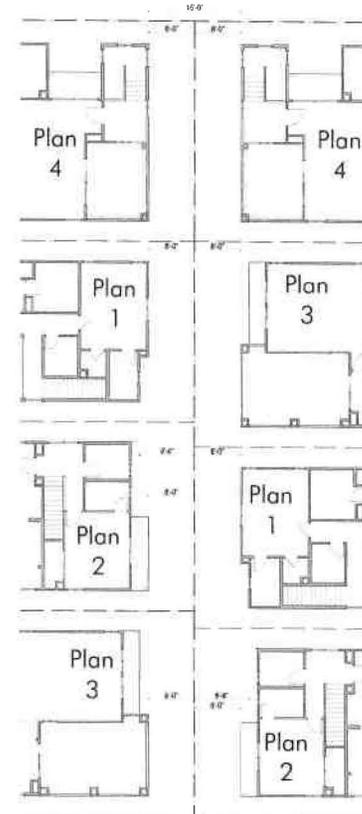
UA BUNGALOW COMPOSITE PLAN | A4.0



BUNGALOW • COMPOSITE LAYOUT • GROUND FLOOR
SCALE 1/8" = 1'-0"



BUNGALOW • COMPOSITE LAYOUT • SECOND FLOOR
SCALE 1/8" = 1'-0"



BUNGALOW • COMPOSITE LAYOUT • THIRD FLOOR
SCALE 1/8" = 1'-0"

FMC "PARCEL C"

NEWARK | CALIFORNIA
INTEGRAL COMMUNITIES | 18-014
DATE 8 | 16 | 18

EXHIBIT B p41





PLAN 1 • FIRST FLOOR
SCALE: 1/4" = 1'-0"



PLAN 1 • SECOND FLOOR
SCALE: 1/4" = 1'-0"



PLAN 1 • THIRD FLOOR
SCALE: 1/4" = 1'-0"

3 BEDROOMS / 3 BATH
CALIFORNIA ROOM

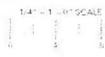
**BUNGALOW
PLAN 1
2,136 SF**

• SQUARE FOOTAGE •

PLAN 1 - FIRST FLOOR	1,107.00 SF
PLAN 2 - SECOND FLOOR	642.00 SF
PLAN 3 - THIRD FLOOR	387.00 SF
TOTAL	2,136.00 SF

FMC "PARCEL C"
NEWARK | CALIFORNIA
INTEGRAL COMMUNITIES | 18-014
DATE 8 | 16 | 18

EXHIBIT B p42



UA BUNGALOW FLOOR PLAN 1 | A5.0





BUNGALOW • PLAN 1 • FARMHOUSE • RIGHT ELEVATION

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



BUNGALOW • PLAN 1 • FARMHOUSE • REAR ELEVATION

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



BUNGALOW • PLAN 1 • FARMHOUSE • LEFT ELEVATION

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



BUNGALOW • PLAN 1 • FARMHOUSE • FRONT ELEVATION

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

FMC "PARCEL C"

NEWARK | CALIFORNIA
 INTEGRAL COMMUNITIES | 18-014
 DATE 8|16|18

EXHIBIT B p43

1/4" = 1'-0" SCALE





BUNGALOW • PLAN 1 • CRAFTSMAN • RIGHT ELEVATION

SCALE 1/4" = 1'-0"



BUNGALOW • PLAN 1 • CRAFTSMAN • REAR ELEVATION

SCALE 1/4" = 1'-0"



BUNGALOW • PLAN 1 • CRAFTSMAN • LEFT ELEVATION

SCALE 1/4" = 1'-0"



BUNGALOW • PLAN 1 • CRAFTSMAN • FRONT ELEVATION

SCALE 1/4" = 1'-0"

FMC "PARCEL C"

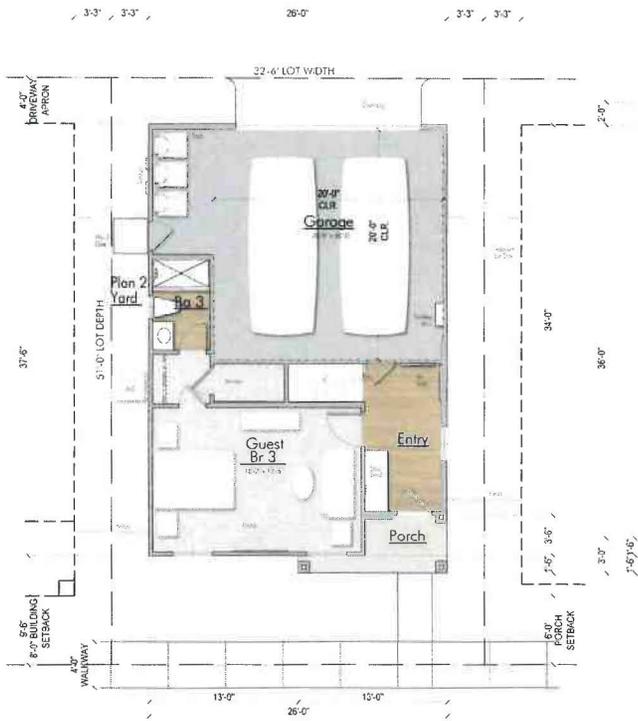
NEWARK | CALIFORNIA

INTEGRAL COMMUNITIES | 18-014

DATE 8 | 16 | 18

EXHIBIT B p44





PLAN 2 • FIRST FLOOR
SCALE: 1/4" = 1'-0"



PLAN 2 • SECOND FLOOR
SCALE: 1/4" = 1'-0"



PLAN 2 • THIRD FLOOR
SCALE: 1/4" = 1'-0"

3 BEDROOMS / 3 BATH
CALIFORNIA ROOM

**BUNGALOW
PLAN 2
2,201 SF**

• SQUARE FOOTAGE •

PLAN 2 - 1ST FLOOR	816.00 SF
PLAN 2 - 2ND FLOOR	864.00 SF
PLAN 2 - 3RD FLOOR	521.00 SF
PLAN 2 - PORCH	200.00 SF
TOTAL	2,201.00 SF

FMC "PARCEL C"

NEWARK | CALIFORNIA
INTEGRAL COMMUNITIES | 18-014
DATE 8/16/18

EXHIBIT B p45





BUNGALOW • PLAN 2 • FARMHOUSE • RIGHT ELEVATION
SCALE: 1/4" = 1'-0"



BUNGALOW • PLAN 2 • FARMHOUSE • REAR ELEVATION
SCALE: 1/4" = 1'-0"



BUNGALOW • PLAN 2 • FARMHOUSE • LEFT ELEVATION
SCALE: 1/4" = 1'-0"



BUNGALOW • PLAN 2 • FARMHOUSE • FRONT ELEVATION
SCALE: 1/4" = 1'-0"

FMC "PARCEL C"
 NEWARK | CALIFORNIA
 INTEGRAL COMMUNITIES | 18-014
 DATE 8|16|18

EXHIBIT B p46





BUNGALOW • PLAN 2 • FARMHOUSE • RIGHT ELEVATION

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



BUNGALOW • PLAN 2 • FARMHOUSE • REAR ELEVATION

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



BUNGALOW • PLAN 2 • FARMHOUSE • LEFT ELEVATION

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



BUNGALOW • PLAN 2 • FARMHOUSE • FRONT ELEVATION

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

FOR LOT 145 ONLY

FMC "PARCEL C"

NEWARK | CALIFORNIA

INTEGRAL COMMUNITIES | 18-014

DATE 8 | 16 | 18

EXHIBIT B p47

1/4" = 1'-0" SCALE

UA BUNGALOW PLAN 2 - FARMHOUSE ENHANCED ELEVATIONS | A6.1Ax





BUNGALOW • PLAN 2 • CRAFTSMAN • RIGHT ELEVATION

SCALE 1/4" = 1'-0"



BUNGALOW • PLAN 2 • CRAFTSMAN • REAR ELEVATION

SCALE 1/4" = 1'-0"



BUNGALOW • PLAN 2 • CRAFTSMAN • LEFT ELEVATION

SCALE 1/4" = 1'-0"



BUNGALOW • PLAN 2 • CRAFTSMAN • FRONT ELEVATION

SCALE 1/4" = 1'-0"

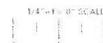
FMC "PARCEL C"

NEWARK | CALIFORNIA

INTEGRAL COMMUNITIES | 18-014

DATE 8 | 16 | 18

EXHIBIT B p48





PLAN 3 • FIRST FLOOR • STANDARD CORNER LOT CONDITION
SCALE: 1/4" = 1'-0"



PLAN 3 • SECOND FLOOR
SCALE: 1/4" = 1'-0"



PLAN 3 • THIRD FLOOR
SCALE: 1/4" = 1'-0"

3 BEDROOMS / 3 BATH
CALIFORNIA ROOM

**BUNGALOW
PLAN 3
2,505 SF**

• SQUARE FOOTAGE •

PLAN 3 - 1st FLOOR	1,272.00 SF
PLAN 3 - 2nd FLOOR	1,165.00 SF
PLAN 3 - 3rd FLOOR	688.00 SF
PLAN 3 TOTAL	3,125.00 SF
PLAN 3 - 1st FLOOR	1,272.00 SF
PLAN 3 - 2nd FLOOR	1,165.00 SF
PLAN 3 - 3rd FLOOR	688.00 SF
PLAN 3 TOTAL	3,125.00 SF

FMC "PARCEL C"
NEWARK | CA
INTEGRAL COMMUNITIES | 18-014
DATE 8/16/18





BUNGALOW • PLAN 3 • FARMHOUSE • RIGHT ELEVATION (CORNER LOT)

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



BUNGALOW • PLAN 3 • FARMHOUSE • REAR ELEVATION (CORNER LOT)

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



BUNGALOW • PLAN 3 • FARMHOUSE • LEFT ELEVATION (CORNER LOT)

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



BUNGALOW • PLAN 3 • FARMHOUSE • FRONT ELEVATION (CORNER LOT)

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

FMC "PARCEL C"

NEWARK | CA
 INTEGRAL COMMUNITIES | 18-014
 DATE 8/16/18

EXHIBIT B p50

1/4" = 1'-0" SCALE
 0' 1' 2' 3' 4' 5'

UA BUNGALOW PLAN 3 - FARMHOUSE CORNER LOT ELEVATIONS | A7.1Ac





BUNGALOW • PLAN 3 • FARMHOUSE • RIGHT ELEVATION (INTERIOR LOT)

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



BUNGALOW • PLAN 3 • FARMHOUSE • REAR ELEVATION (INTERIOR LOT)

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



BUNGALOW • PLAN 3 • FARMHOUSE • LEFT ELEVATION (INTERIOR LOT)

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



BUNGALOW • PLAN 3 • FARMHOUSE • FRONT ELEVATION (INTERIOR LOT)

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

FMC "PARCEL C"

NEWARK | CA
 INTEGRAL COMMUNITIES | 18-014
 DATE 8/16/18

EXHIBIT B p51

1/8" = 1'-0" SCALE





BUNGALOW • PLAN 3 • CRAFTSMAN • RIGHT ELEVATION (CORNER LOT)

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



BUNGALOW • PLAN 3 • CRAFTSMAN • REAR ELEVATION (CORNER LOT)

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



BUNGALOW • PLAN 3 • CRAFTSMAN • LEFT ELEVATION (CORNER LOT)

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



BUNGALOW • PLAN 3 • CRAFTSMAN • FRONT ELEVATION (CORNER LOT)

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

FMC "PARCEL C"

NEWARK | CA
 INTEGRAL COMMUNITIES | 18-014
 DATE 3/16/18

EXHIBIT Bp52
 1/4" = 1'-0" SCALE





BUNGALOW • PLAN 3 • CRAFTSMAN • RIGHT ELEVATION (INTERIOR LOT)

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



BUNGALOW • PLAN 3 • CRAFTSMAN • REAR ELEVATION (INTERIOR LOT)

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



BUNGALOW • PLAN 3 • CRAFTSMAN • LEFT ELEVATION (INTERIOR LOT)

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



BUNGALOW • PLAN 3 • CRAFTSMAN • FRONT ELEVATION (INTERIOR LOT)

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

FMC "PARCEL C"

NEWARK | CA

INTEGRAL COMMUNITIES | 18-014

DATE 8 | 16 | 18

EXHIBIT B p53

1/4" = 1'-0" SCALE

UA BUNGALOW PLAN 3 - CRAFTSMAN INTERIOR LOT ELEVATIONS | A7.1B





BUNGALOW • PLAN 4 • FARMHOUSE • RIGHT ELEVATION

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



BUNGALOW • PLAN 4 • FARMHOUSE • REAR ELEVATION

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



BUNGALOW • PLAN 4 • FARMHOUSE • LEFT ELEVATION

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



BUNGALOW • PLAN 4 • FARMHOUSE • FRONT ELEVATION

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

FMC "PARCEL C"

NEWARK | CA

INTEGRAL COMMUNITIES | 18-014

DATE 8 | 16 | 18

EXHIBIT B p55

1/4" = 1'-0" SCALE

UA BUNGALOW PLAN 4 - FARMHOUSE ELEVATIONS | A8.1A





BUNGALOW • PLAN 4 • CRAFTSMAN • RIGHT ELEVATION

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



BUNGALOW • PLAN 4 • CRAFTSMAN • REAR ELEVATION

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



BUNGALOW • PLAN 4 • CRAFTSMAN • LEFT ELEVATION

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



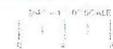
BUNGALOW • PLAN 4 • CRAFTSMAN • FRONT ELEVATION

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

FMC "PARCEL C"

NEWARK | CA
 INTEGRAL COMMUNITIES | 18-014
 DATE 8 | 16 | 18

EXHIBIT B p56

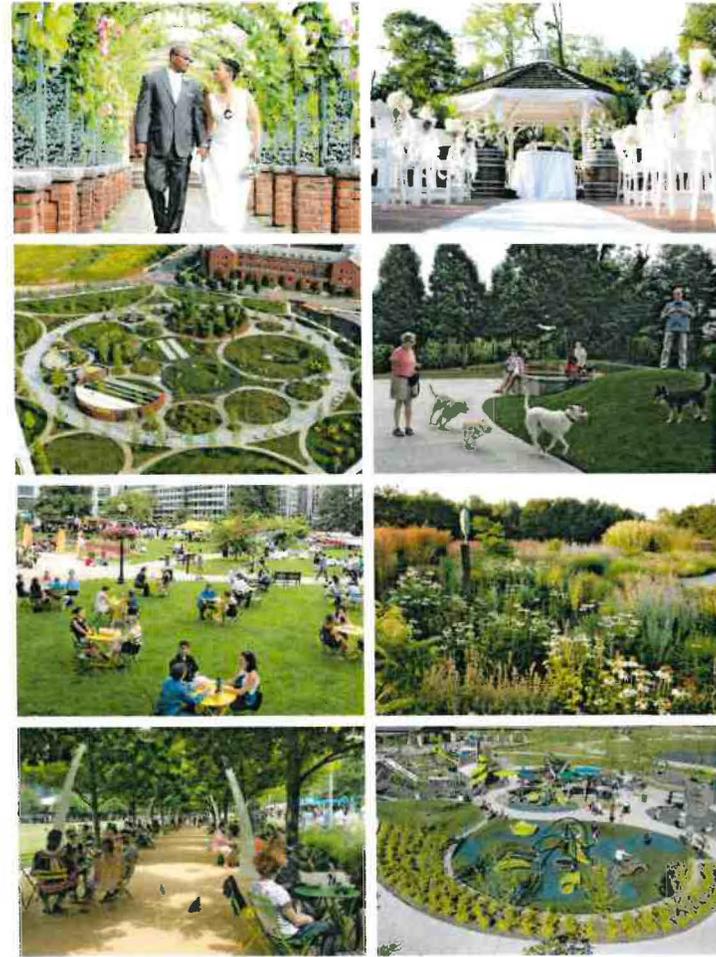


BAYSIDE COMMUNITY PARK

- ☐ SIDEWALK
- ☐ COLORED CONCRETE
- ☐ DECOMPOSED GRANITE
- ☐ ENHANCED PAVING
- ☐ OPEN LAWN
- ☐ PLANTING AREA
- ☐ ARTIFICIAL PLAY SURFACE
- ☐ SEAT WALL
- ☐ BENCH SEATING
- ☐ GROUP TABLE SEATING
- ☐ BERMING
- ☐ TRASH RECEPTACLE
- ☐ BAY TRAIL
- ☐ GRASS SPORTS FIELD
- ☐ SMALL DOG PARK
- ☐ LARGE DOG PARK
- ☐ PLAY AREA - AGES 5-12
- ☐ PLAY AREA - AGES 2-5
- ☐ RESTROOM
- ☐ TRANSMISSION TOWER
- ☐ PARKING LOT
- ☐ BIORETENTION BASIN
- ☐ DOG PLAY EQUIPMENT
- ☐ BIKE RACKS - INDUSTRY STANDARD
- ☐ CORN HOLE
- ☐ PING PONG TABLE
- ☐ 6' CMU WALL WITH PILASTERS
- ☐ 3'-6" STEEL PLAYGROUND FENCE
- ☐ 3'-6" STEEL DOG PARK FENCE
- ☐ LOCKING GATE - TYPICAL
- ☐ LOCKING GATE - 10' MAINTENANCE
- ☐ DRINKING FOUNTAIN
- ☐ PG&E EASEMENT
- ☐ GAZEBO
- ☐ ARCHED ARBOR WITH VINES
- ☐ WEDDING SEATING
- ☐ GARDEN LAWN
- ☐ WILDFLOWER GARDEN



ENTERPRISE DRIVE

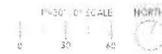


NOTES

- ALL PARK LANDSCAPING SHALL BE COMPLIANT WITH THE STATE OF CALIFORNIA MODEL WATER EFFICIENT LANDSCAPE ORDINANCE, THE MUNICIPAL REGIONAL STORMWATER NPDES PERMIT AND LOCAL ORDINANCES.
- LED PATHWAY AND PARKING LOT LIGHTING WITH PHOTOCELL AND TIMER CONTROLS SHALL BE LOCATED BY AN ELECTRICAL ENGINEER DURING THE CONSTRUCTION DOCUMENT PHASE.
- PARKING LOT SHALL MEET THE CURRENT ZONING STANDARDS PER THE CITY OF NEWARK CODE OF ORDINANCES.

Cp1

FMC - PARCEL C
 NEWARK | CALIFORNIA
 INTEGRAL COMMUNITIES | 18-015
 DATE 12|17|18



CONCEPTUAL PARK PLAN | L04



**DESCRIPTION
PARK SITE
RESULTANT PARCEL B (PORTION), DN 2018142099
NEWARK, CALIFORNIA**

REAL PROPERTY, SITUATE IN THE INCORPORATED TERRITORY OF THE CITY OF NEWARK, COUNTY OF ALAMEDA, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

BEING A PORTION OF RESULTANT PARCEL B, AS SAID RESULTANT PARCEL B IS DESCRIBED IN THE GRANT DEED, RECORDED JULY 19, 2018, AS DOCUMENT NO. 2018142099, IN THE OFFICE OF THE COUNTY RECORDER OF ALAMEDA COUNTY, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID RESULTANT PARCEL B;

THENCE, FROM SAID POINT OF BEGINNING, ALONG THE NORTHERLY LINE OF SAID RESULTANT PARCEL B, THE FOLLOWING THREE (3) COURSES:

- 1) NORTH 68°14'57" EAST 113.51 FEET,
- 2) SOUTH 66°57'13" EAST 178.20 FEET,
- 3) NORTH 80°23'14" EAST 54.32 FEET,

THENCE, LEAVING SAID NORTHERLY LINE, SOUTH 21°45'40" EAST 118.31 FEET;

THENCE, NORTH 68°14'20" EAST 125.83 FEET;

THENCE, SOUTH 21°45'40" EAST 371.40 FEET, TO THE SOUTHERLY LINE OF SAID RESULTANT PARCEL B;

THENCE, ALONG THE SOUTHERLY AND WESTERLY LINES OF RESULTANT PARCEL B THE FOLLOWING THREE (3) COURSES:

- 1) SOUTH 64°29'17" WEST 24.31 FEET;
- 2) SOUTH 67°00'30" WEST 394.70 FEET;
- 3) NORTH 21°45'40" WEST 636.81 FEET TO SAID POINT OF BEGINNING.

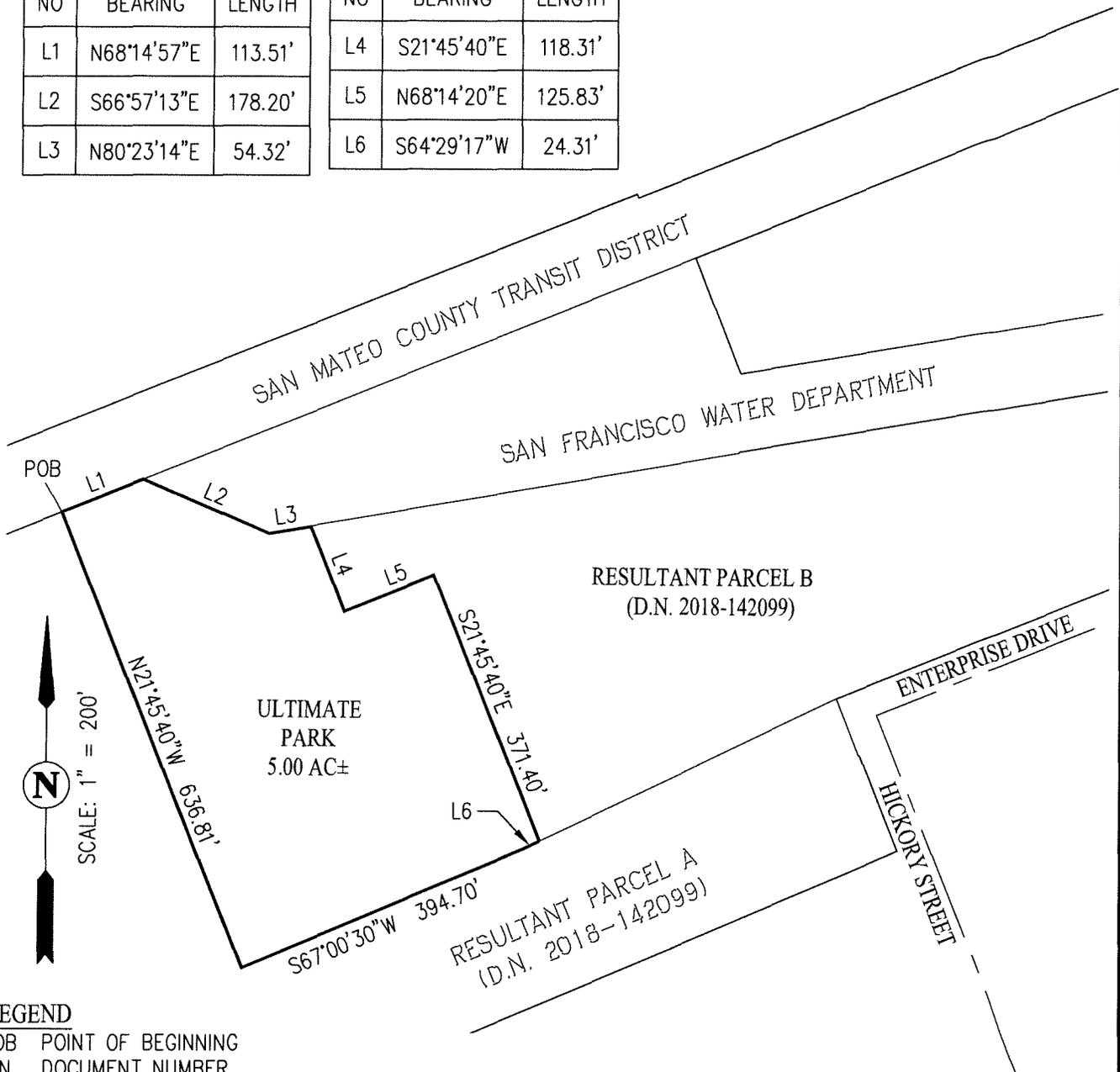
CONTAINING 217,800 SQUARE FEET OR 5.00 ACRES OF LAND, MORE OR LESS

ATTACHED HERETO IS EXHIBIT B, A PLAT TO ACCOMPANY LEGAL DESCRIPTION, AND BY THIS REFERENCE MADE A PART HEREOF.

END OF DESCRIPTION

LINE TABLE		
NO	BEARING	LENGTH
L1	N68°14'57"E	113.51'
L2	S66°57'13"E	178.20'
L3	N80°23'14"E	54.32'

LINE TABLE		
NO	BEARING	LENGTH
L4	S21°45'40"E	118.31'
L5	N68°14'20"E	125.83'
L6	S64°29'17"W	24.31'



LEGEND

POB POINT OF BEGINNING
D.N. DOCUMENT NUMBER
AC ACRES

EXHIBIT B
PLAT TO ACCOMPANY DESCRIPTION

PARK SITE
DOC 2018-142099, (PORTION)
NEWARK, CALIFORNIA

AUGUST 14, 2018

C p3

Carlson, Barbee & Gibson, Inc.

CIVIL ENGINEERS • SURVEYORS • PLANNERS
2633 CAMINO RAMON, SUITE 350
SAN RAMON, CALIFORNIA, (925) 866-0322

8/15/2018 2:48 PM

RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:

City Clerk
City of Newark
37101 Newark Boulevard
Newark, CA 94560

No recording fee pursuant to Government
Code Section 27383

APN: _____

SPACE ABOVE THIS LINE FOR RECORDER'S USE

**COMMUNITY FINANCING AGREEMENT
BY AND BETWEEN THE CITY OF NEWARK AND PARCEL C PROJECT OWNER,
LLC REGARDING PROVISION OF CERTAIN PUBLIC FACILITIES AND SERVICES
FOR THE DUMBARTON TOD PROJECT SPECIFIC PLAN**

This Agreement (this "**Agreement**"), dated _____, 2019, (the "**Effective Date**") is entered into by and between the City of Newark, a California municipal corporation (hereinafter "**City**") and Parcel C Project Owner, LLC a California limited liability company ("**Developer**"). City and Developer are, from time to time, hereinafter referred to individually as a "**Party**" and collectively as the "**Parties**." This Agreement is entered into on the basis of the following facts, understandings and intentions of the Parties.

RECITALS

A. In September, 2011, the City Council adopted the Dumbarton Transit Oriented Development ("**TOD**") Specific Plan ("**Specific Plan**"). The real property that is the subject of this Agreement is the entirety of the approximately 205-acre Specific Plan area, which is depicted on **Exhibit A** to this Agreement ("**Specific Plan Property**"), excluding certain governmental property located therein.

B. Developer is the owner of that certain parcel known as the FMC Parcel C as more particularly depicted and legally described on **Exhibit B** to this Agreement and is referred to herein as "**Property**."

C. It is the intent of the City, through the Specific Plan, to provide a comprehensive, long-term plan that guides future development of the Specific Plan Property in concert with and in response to the needs of the marketplace. The Specific Plan establishes a policy and a regulatory framework to guide future development, including allowable land uses, development regulations, design guidelines, necessary infrastructure improvements, and an implementation plan to direct future development of the Specific Plan Property.

D. 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 certified as adequate and complete an Environmental Impact Report ("EIR") for the Specific Plan, and the development envisioned within the Specific Plan.

E. The various property owners within the Specific Plan Property may propose to plan, develop, construct, operate and maintain a mix of residential, commercial, entertainment, retail, office, recreation and related uses and structures on the Specific Plan Property, as more particularly described in the EIR (each, a "TOD 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 Developer Obligations In order to implement the Specific Plan and to contribute to the provision of appropriate public improvements and services, the Developer hereby agrees to make the following contributions to the City related to Developer's planned TOD Project:

(1) Developer has agreed to contribute toward the estimated costs of the anticipated TOD Project-wide improvements, including the City's planning, design, right of way acquisition and construction of the Central Avenue Railroad Overcrossing. Developer's contribution shall be payable in immediately available funds by Developer to the City at the time of, or prior to, the issuance of each building permit for development of any new residential units on the Property, at the rate and in the fixed amount of Two Thousand Five Hundred Dollars (\$2,500.00) per dwelling unit (without adjustment).

(2) Developer hereby consents to the imposition, creation, or funding of a duly-established financing district (including but not limited to a Communities Facilities District pursuant to the Mello Act) on the Property to fund services or facilities, or shall arrange for an alternative permanent annuity to provide equivalent revenue. The maximum amount of the assessment, special tax, or annuity shall not exceed Two Hundred Twenty Dollars (\$220.00) per year per residential housing unit, which amount will be adjusted annually to reflect inflation, as measured by the Consumer Price Index for All Urban Consumers (CPI-U) and reported for the United States Bureau of Labor Statistics Cost of Living Index for the San Francisco-Oakland-Hayward Area.

1.02 Amendments of this Agreement.

This Agreement may be amended from time to time only upon the unanimous written consent of City and Developer.

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. Developer 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 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 Developer and City. This Agreement shall inure to the benefit of and be binding upon the Parties hereto and their respective successors and assigns.

1.08 Successors. This Agreement is intended to run with the land and bind Developer's successors-in-interest in the Property. Upon transfer, any success-in-interest shall be deemed to have accepted the terms and conditions of this Agreement and shall be deemed the "Developer" and any transferring Developer shall be released under this Agreement for any obligations arising after the date of transfer.

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 Depiction of Specific Plan Property

Exhibit B Legal Description of the FMC Parcel C.

[Remainder of Page Intentionally Left Blank]

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

"Developer":

Parcel C Project Owner, LLC,

By: _____
Name: _____
Its:

Exhibit A

Legal Description

205-acre Dumbarton TOD Specific Plan area

Exhibit B

Legal Description of FMC Parcel C

EXHIBIT "A"
LEGAL DESCRIPTION
RESULTANT PARCEL A

REAL PROPERTY, SITUATE IN THE INCORPORATED TERRITORY OF THE CITY OF NEWARK,
COUNTY OF ALAMEDA, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

BEING A PORTION OF PARCELS A AND B, AS SAID PARCELS A AND B ARE SHOWN AND SO
DESIGNATED ON THAT CERTAIN PARCEL MAP ENTITLED "PARCEL MAP 3120", FILED FOR
RECORD OCTOBER 21, 1980, IN BOOK 121 OF MAPS AND PLATS, AT PAGE 43, IN THE
OFFICE OF THE COUNTY RECORDER OF ALAMEDA COUNTY, MORE PARTICULARLY DESCRIBED
AS FOLLOWS:

BEGINNING AT THE NORTHWESTERN CORNER OF SAID PARCEL B (121 M 43);

THENCE, FROM SAID POINT OF BEGINNING, ALONG THE NORTHERLY LINE OF SAID PARCEL
B, NORTH 68°14'57" EAST 1041.58 FEET;

THENCE, LEAVING SAID NORTHERLY LINE, SOUTH 21°45'40" EAST 636.81 FEET;

THENCE, NORTH 67°00'30" EAST 394.70 FEET;

THENCE, NORTH 64°29'17" EAST 450.20 FEET TO THE EXTERIOR BOUNDARY OF SAID
PARCEL B;

THENCE, ALONG THE EXTERIOR BOUNDARY OF PARCELS A AND B, THE FOLLOWING
THIRTEEN (13) COURSES:

- 1) SOUTH 21°48'29" EAST 80.00 FEET,
- 2) NORTH 68°16'30" EAST 1.00 FOOT,
- 3) SOUTH 21°48'29" EAST 133.69 FEET,
- 4) SOUTH 66°56'09" WEST 895.14 FEET,
- 5) NORTH 47°57'44" WEST 129.92 FEET,
- 6) NORTH 86°02'31" WEST 209.77 FEET,
- 7) SOUTH 88°55'10" WEST 316.05 FEET,
- 8) NORTH 87°54'52" WEST 92.04 FEET,
- 9) SOUTH 86°15'10" WEST 80.20 FEET,
- 10) NORTH 86°14'55" WEST 281.11 FEET,
- 11) SOUTH 80°10'43" WEST 163.02 FEET,
- 12) NORTH 00°53'19" EAST 284.64 FEET,

13) NORTH 00°55'02" EAST 37.28 FEET, TO SAID POINT OF BEGINNING.

CONTAINING 757,883 SQUARE FEET OR 17.40 ACRES OF LAND, MORE OR LESS.

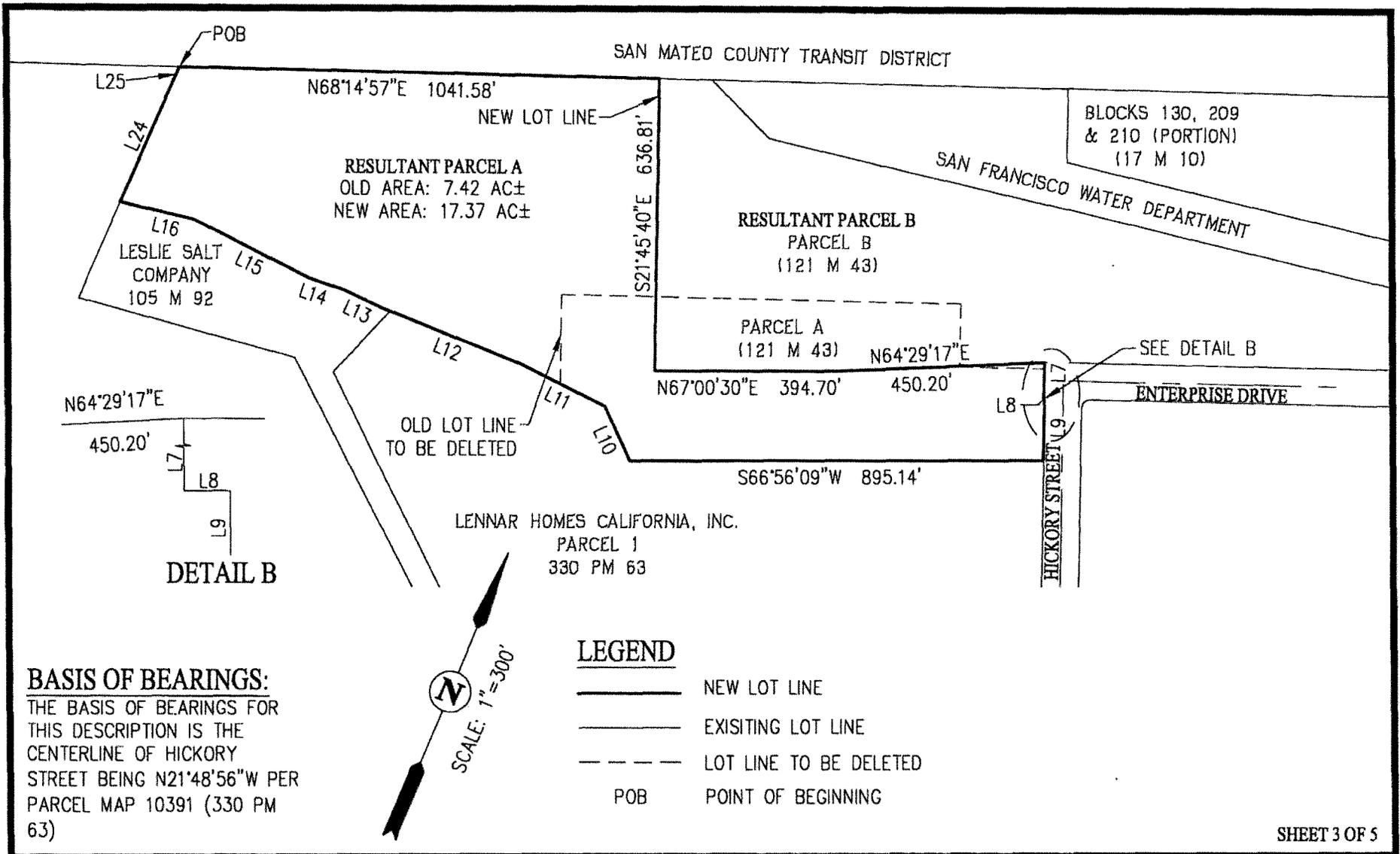
ATTACHED HERETO IS A PLAT TO ACCOMPANY LEGAL DESCRIPTION, AND BY THIS REFERENCE MADE A PART HEREOF.

END OF DESCRIPTION





JOEL GARCIA, P.L.S.
L.S. NO. 5285
05-02-2018



PLAT TO ACCOMPANY LEGAL DESCRIPTION

LOT LINE ADJUSTMENT LLA-001
 PARCELS A & B OF PM 3120 (121 M 43)
 NEWARK, CALIFORNIA
 MAY 2, 2018

Carlson, Barbee & Gibson, Inc.

CIVIL ENGINEERS • SURVEYORS • PLANNERS
 WWW.CBANDG.COM

SAN RAMON • (925) 866 - 0322
 WEST SACRAMENTO • (916) 375 - 1877

LINE TABLE		
NO	BEARING	LENGTH
L1	N21°45'40"W	160.90'
L2	S21°45'31"E	134.77'
L3	S21°45'31"E	2.62'
L4	S64°29'17"W	183.90'
L5	N21°48'29"W	14.72'
L6	N68°15'34"E	183.52'
L7	S21°48'29"E	80.00'
L8	N68°16'30"E	1.00'
L9	S21°48'29"E	133.69'
L10	N47°57'44"W	129.92'
L11	N86°02'31"W	209.77'
L12	S88°55'10"W	316.05'
L13	N87°54'52"W	92.04'

LINE TABLE		
NO	BEARING	LENGTH
L14	S86°15'10"W	80.20'
L15	N86°14'55"W	281.11'
L16	S80°10'43"W	163.02'
L17	N68°14'57"E	113.51'
L18	S66°57'13"E	178.20'
L19	N21°48'29"W	1.31'
L20	S21°48'23"E	93.23'
L21	S68°15'32"W	205.02'
L22	S21°51'32"E	193.58'
L23	N86°02'31"W	101.61'
L24	N00°53'19"E	284.64'
L25	N00°55'02"E	37.28'
L26	S21°45'40"E	475.91'

SHEET 5 OF 5

PLAT TO ACCOMPANY LEGAL DESCRIPTION

LOT LINE ADJUSTMENT LLA-001
 PARCELS A & B OF PM 3120 (121 M 43)
 NEWARK, CALIFORNIA
 MAY 2, 2018

Carlson, Barbee & Gibson, Inc.

CIVIL ENGINEERS • SURVEYORS • PLANNERS
 WWW.CBANDG.COM

SAN RAMON • (925) 866 - 0322
 WEST SACRAMENTO • (916) 375 - 1877

PARK AGREEMENT

THIS PARK AGREEMENT (this "Agreement") is dated as of _____, 2019 for reference purposes only, by and among FMC CORPORATION, a Delaware corporation ("FMC"), THE PARCEL C PROJECT OWNER, LLC, a Delaware limited liability company ("Builder"), and the CITY OF NEWARK ("City"), a California municipal corporation (collectively, the "Parties" and individually, a "Party").

R E C I T A L S

A. FMC owns fee title to that certain real property located in the City of Newark, County of Alameda, State of California as more particularly described on Exhibit "A" attached hereto and incorporated herein by this reference (the "Enterprise Parcel").

B. FMC also owns fee title to that certain real property located in the City of Newark, County of Alameda, State of California more particularly depicted on the Site Plan attached hereto as Exhibit "B" and incorporated herein by this reference ("Site Plan") an approximate five (5) acre portion of undeveloped land which has been designated for a park ("Park Parcel").

C. Builder is under contract with FMC to acquire the Enterprise Parcel and is processing entitlements for a residential development on the Enterprise Parcel. City has conditioned Builder's residential development on the Enterprise Parcel on FMC's dedication of the Park Parcel to the City ("Park Condition"). The Enterprise Parcel and Park Parcel may be collectively referred to herein as "Parcels."

D. The term "Owners" shall collectively mean all of the owners of the fee estates in and to the Parcels as they may be subdivided and their successors, assigns, and successors-in-interest, and the term "Owner" shall mean the owner of a fee estate in and to the Parcels as they may be subdivided.

E. It is the intention of the Parties to (i) set forth the terms and conditions on which the Park Parcel shall be dedicated to the City for a public park in satisfaction of the Park Condition, and (ii) identify which Party shall be responsible for the design and installation of certain park improvements, upon the terms and conditions, as set forth herein below.

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, the Parties hereby agree as follows:

1. Definitions. Terms are defined as stated herein, or as defined in Exhibit "G" attached hereto and incorporated by reference.

2. Park Parcel. The Park Parcel contains approximately 5.0 acres of land. Soil and groundwater on the Park Parcel has been impacted by former industrial operations and the Park Parcel is subject to Site Cleanup Requirements Order No. R2-2015-0017 issued by the

California Regional Water Quality Control Board, San Francisco Bay Region (“**RWQCB**”) on May 21, 2015 (“**RWQCB Order**”). Pursuant to the RWQCB Order and preceding orders, FMC has conducted extensive investigation and remediation of soil and groundwater contamination on, at, and under the Park Parcel. Documents describing FMC’s investigation and remediation activities can be found on the RWQCB’s website at www.geotracker.waterboards.ca.gov. The Park Redevelopment Area Remedial Investigation Report dated July 31, 2017 submitted by FMC to the RWQCB and posted at www.geotracker.waterboards.ca.gov lists the presently known chemicals of concern that have impacted the soil and groundwater on the Park Parcel. FMC is required to undertake soil and shallow groundwater remediation of the **Contamination** on the Park Parcel in accordance with plans subject to approval by the RWQCB. In addition, FMC will continue to remediate Newark aquifer groundwater contamination through a groundwater remediation system consisting of extraction and monitoring wells and a treatment facility on the Park Parcel, unless an alternate remedial approach is approved by the RWQCB. FMC will also take any other actions necessary to comply with **Hazardous Materials Laws** with respect to the Contamination.

3. Conditions Precedent to Dedication of Park Parcel. Concurrently with execution of this Agreement, FMC shall deliver to the City an irrevocable offer of dedication in the form set forth on **Exhibit “F”** attached hereto (“**IOD**”) offering the Park Parcel to the City for park use; provided, however, the IOD shall be subject to, and not allow acceptance by the City until, all of the conditions precedent in Sections 3.1 through 3.6 below have been satisfied:

3.1 The Union Sanitary District (“**USD**”) existing force mains located within the Park Parcel shall have been relocated. This condition shall be satisfied when (i) the existing USD force mains have been relocated into a new easement granted by FMC and accepted by USD; (ii) the replaced force mains have been abandoned in place by USD; and (iii) USD shall have quitclaimed to FMC the portion of the existing USD easement containing the abandoned portion of the force mains such that FMC has access to such quitclaimed area to perform soil remediation in accordance with the Soil FS/RAP (as defined below) approved by the RWQCB.

3.2 FMC shall have received all regulatory approvals from the RWQCB to implement the following proposals for soil, shallow groundwater and Newark Aquifer remediation on the Park Parcel: (i) the Soil and Shallow Groundwater Feasibility Study/Remedial Action Plan for soil and shallow groundwater remediation (“**Soil FS/RAP**”) and (ii) the Newark Aquifer Feasibility Study/Remedial Action Plan (“**Newark Aquifer FS/RAP**”) for continued groundwater remediation associated with the Newark Aquifer.

3.3 FMC shall have completed soil remediation of the Park Parcel as evidenced by the RWQCB issuing a written concurrence that FMC has satisfactorily completed soil remediation on the Park Parcel pursuant to the Soil FS/RAP (the “**Park Soil Completion Letter**”).

3.4 FMC shall have completed installation and/or relocation of the existing groundwater treatment facility, extraction wells, related piping and equipment and monitoring wells for groundwater monitoring and remediation in accordance with the Newark Aquifer FS/RAP approved in writing by the RWQCB.

3.5 To the extent required under applicable subdivision law, Builder shall have processed and with FMC's consent recorded a lot line adjustment or parcel map creating a separate legal parcel for the Park Parcel.

3.6 The Park Improvements have been completed in compliance with the Approved Park Plans (defined below in Section 4.3); provided, however, that the condition for acceptance of the IOD in this Section 3.6 shall in any event be deemed satisfied and City shall accept the IOD and fee title to the Park Parcel shall be transferred to the City pursuant to Sections 5 and 6 as of the date that is eighteen (18) months after the last of the conditions in Sections 3.1 through 3.5 have been satisfied even if Builder has not begun or completed the Park Improvements. In such event, City shall be entitled to enforce the Builder's Park Improvement Bond (as defined in Section 4.10 below) if Builder does not complete the Park Improvements in accordance with Section 4.10.

4. Park Improvements.

4.1 Following delivery of the IOD, satisfaction of all the conditions precedent set forth in Sections 3.1 through 3.5 above for acceptance of the IOD, and upon approval by the Parties of the Approved Park Plans, FMC shall permit Builder to enter the Park Parcel to construct the park improvements set forth on Exhibit "C" attached hereto including irrigation and drainage related thereto ("Park Improvements"), pursuant to a separate Construction License Agreement ("License"). The License shall automatically terminate upon the conveyance of the fee title to the Park Parcel to the City.

4.2 The initial Park Improvements will be the placement of approximately 29,000 cubic yards of fill on the surface of the Park Parcel to raise the surface grade to be equal to or higher than the immediately adjacent real property.

4.3 The RWQCB will require that a Covenant and Environmental Restriction ("LUC") be recorded against the Park Parcel. The LUC shall, among other matters, prohibit use of the groundwater and residential use of the Park Parcel and prohibit contact with and/or disturbance of the subterranean remediation facilities ("Park Remediation Facilities") installed by FMC as part of the soil remediation. Builder and City shall design and prepare the plans for the Park Improvements to conform to the requirements of the LUC and the documents described in Sections 3.2 and 5 hereof. Builder, City, and FMC shall cooperate in good faith with respect to design of the Park Improvements to avoid contact with and disturbance of the Park Remediation Facilities by placing utilities, irrigation and drainage facilities above the Park Remediation Facilities. The final park improvement plans shall be consistent with the Conceptual Park Plan, as approved by the City Council and attached as Exhibit "C" and require approval of both the City and FMC (the "Approved Park Plans"), which approval shall not be unreasonably withheld. The Approved Park Plans shall be completed no later than **June 30, 2020**. The Parties anticipate that the LUC will contain the terms and conditions of the RWQCB's template Land Use Covenant and Environmental Restriction in substantially the form attached as Exhibit "D", and by this Agreement approve such terms and conditions. The Parties also acknowledge that the final terms and conditions of the LUC as may be required for RWQCB approval will not be known until the soil remediation on the Park Parcel is completed. FMC and

City shall cooperate in good faith with the RWQCB to finalize the terms and conditions of the LUC consistent with the intent of this Agreement and park use, and shall not unreasonably withhold consent to or otherwise challenge additional or revised conditions imposed by the RWQCB or required for RWQCB approval of the LUC; provided, however, in no event shall City disapprove any additional terms and conditions imposed by the RWQCB or required for RWQCB approval of the LUC if such terms and conditions do not impair or affect the use of the surface of the Park Parcel for park use.

4.4 All work on the Park Parcel shall be constructed in accordance with the Approved Park Plans and all other applicable laws, rules, regulations, and ordinances of all governmental or quasi-governmental agencies ("Applicable Law"). Builder shall be responsible for obtaining any and all required permits and other governmental approvals necessary for the construction and installation of the Park Improvements. To the extent required as the owner of the Park Parcel, FMC shall in a timely manner sign any necessary applications to obtain such permits.

4.5 Builder shall be obligated to construct all Park Improvements at its sole cost and expense. In no event shall FMC shall have any responsibility to construct Park Improvements or pay the cost thereof. If Builder fails to construct the Park Improvements in accordance with this Agreement, such failure shall constitute a breach of the Builder's obligations herein and the City shall be entitled to enforce the Builder's Park Improvement Bond (as defined in Section 4.10 below).

4.6 The IOD shall have been delivered to the City and accepted by the City in accordance with Section 3.6 and Section 4.11. In addition, the IOD shall provide that if the Park Delivery Date (as defined in Section 4.9) does not occur within the time period specified in Section 4.9 below, and the City realizes upon the Park Delivery Bonds, then the IOD shall be deemed automatically revoked and of no further force and effect, and FMC shall have no further obligations under this Agreement.

4.7 Intentionally Omitted

4.8 Builder shall carry out and shall cause its contractors to carry out the construction of the Park Improvements in conformity with all applicable federal, state and local laws, rules, ordinances and regulations, including without limitation, all applicable federal and state labor laws and standards, the City zoning and development standards, building, plumbing, mechanical and electrical codes, all other provisions of the City's Municipal Code, all applicable disabled and handicapped access requirements, and any other Applicable Laws.

4.9 Pursuant to Section 4.1 above, FMC shall allow Builder access to the Park Parcel for construction of the Park Improvements hereof not later than **December 31, 2023** ("Park Delivery Date"), subject to the following:

- (a) If any of the following conditions have not been satisfied by **June 30, 2020**:
 - (i) The condition in Section 3.1;

- (ii) FMC has received all regulatory approvals from the RWQCB to implement the Soil FS/RAP and the Newark Aquifer FS/RAP on the Park Parcel;
- (iii) FMC has received all permits from all applicable governmental agencies for the performance of its planned soil and groundwater remediation on the Park Parcel pursuant to the Soil FS/RAP and the Newark Aquifer FS/RAP; and
- (iv) PG&E shall have performed electrical line and apparatus removal/relocation as required for FMC to perform the planned soil and groundwater remediation pursuant to the Soil FS/RAP on the Park Parcel;

or

- (b) If the RWQCB has not issued the Park Soil Completion Letter to FMC within nine (9) months following the date that FMC has submitted all of the following to the RWQCB: a soil and groundwater completion report for the Soil FS/RAP, a draft LUC and a draft Risk Management Plan;

then, subject to Section 4.12 below, the Park Delivery Date shall be extended by the number of days that elapse from the date the applicable condition was scheduled to be satisfied (June 30, 2020 in the case of the condition in clause (a) or the expiration of the nine (9) month period in the case of the condition in clause (b)) and ending on the date that both of the conditions set forth in clauses (a) and (b) of this Section 4.9 have been satisfied so long as FMC has complied with requirements imposed by the RWQCB and under the RWQCB Order related to the implementation of the Soil FS/RAP and Newark Aquifer FS/RAP remediation projects on the Park Parcel. In addition, the Park Delivery Date shall be extended by any force majeure events as specified in Section 8 hereof. The Park Delivery Date may also be extended upon written approval of the City Manager. As security for delivery of the Park Parcel by FMC to the City, within sixty (60) days following the Effective Date, FMC shall post a performance bond in favor of the City in the principal amount of Nine Million Dollars (\$9,000,000) and the Builder shall post a performance bond in favor of the City in the principal amount of Three Million Dollars (\$3,000,000) (collectively referred to herein as the "Park Delivery Bonds"). Notwithstanding the foregoing, the City agrees and acknowledges that, FMC and the Builder may agree in their sole and absolute discretion between themselves to a release or change in the respective amount of the Park Delivery Bonds at any time, on the condition that the total amount of the Park Delivery Bonds posted as security in favor of the City at all times equals Twelve Million Dollars (\$12,000,000) on a cumulative basis. The City shall release any Park Delivery Bonds that would be in excess of Twelve Million Dollars (\$12,000,000). If FMC has not delivered the Park Parcel following satisfaction of the conditions in Sections 3.1 through 3.5 and this Section 4.9 on or before the Park Delivery Date, as such dates may be extended pursuant to this Section 4.9 and Section 8, then City may call upon the Park Delivery Bonds simultaneously and use the funds to acquire park land elsewhere in the City. The Park Delivery Bonds shall be simultaneously released upon the earlier of the following dates: (i) thirty (30) days after the date that the last of the conditions in Sections 3.1 through 3.5 has been satisfied in accordance with Section 3.6 or

(ii) ten (10) days after the date when (A) the License is executed pursuant to Section 4.1 and (B) the Park Improvement Bond is posted pursuant to Section 4.10.

4.10 Builder shall complete construction of the improvements on the Park Parcel no later than eighteen (18) months after the Park Delivery Date subject to receipt of Approved Park Plans. On or before the date that is ten (10) days from the later of: (a) the date the Approved Park Plans are agreed upon (pursuant to Section 4.3 above) and (b) the License has been executed pursuant to Section 4.1, Builder will provide payment and performance bonds in favor of the City in the amount of the reasonably estimated construction costs for the Park Improvements as security for Builder's obligation to construct the Park Improvements pursuant to the terms of this Agreement ("Park Improvement Bond"). In the event that the City calls the Park Delivery Bonds, the Builder's obligations to construct the Park Improvements shall be delayed until the City acquires the replacement Park.

4.11 Upon completion of the Park Improvements, Builder's civil engineer shall certify that all Park Improvements have been properly installed pursuant to the Approved Park Plans ("Park Certification"). Subject to Section 3.6, within fifteen (15) days following the Park Certification the City shall accept the IOD and fee title to the Park Parcel shall be transferred to the City pursuant to Section 5 and Section 6 below.

4.12 Notwithstanding the foregoing in this Section 4, it is understood that Park Delivery must occur and all Park Improvements must be completed such that the IOD may be accepted by the City no later than July 1, 2026. In the event the July 1, 2026 deadline is not met but the conditions set forth in Sections 3.1 through 3.5 are otherwise satisfied, then City shall release the Park Delivery Bonds and City shall be entitled to enforce the Builder's obligations under the Park Improvement Bond.

5. Environmental Restriction, Easement, and Right of Entry Covenants. The conveyance of fee title to the Park Parcel from FMC to the City and the City's acceptance of the IOD pursuant to this Agreement shall be subject to and/or contain the following covenants, conditions and restrictions that shall bind the Park Parcel:

5.1 The LUC.

5.2 The Risk Management Plan.

5.3 The Right of Entry Agreement and Easement Agreement ("Right of Entry Agreement") and the Environmental Restriction, Easement Agreement and Memorandum of Right of Entry Agreement ("Environmental Restriction"). The Right of Entry Agreement and the Environmental Restriction documents, in the forms substantially similar to that in Exhibit "E", will be executed by FMC and the City, and the Environmental Restriction will be recorded, concurrently with the City's acceptance of the IOD for the Park Parcel. As of the Effective Date, the Parties acknowledge that finalization of the Environmental Restriction and the terms set forth in the form of Environmental Restriction attached hereto as Exhibit "E" are subject to additional terms, further review, comments and approval by the RWQCB. Therefore, FMC and City shall cooperate in good faith to finalize such documents consistent with the intent of this Agreement

prior to conveyance of the Park Parcel to the City. To the extent revisions to the Right of Entry Agreement and Environmental Restriction with respect to the Remedial Work are necessary, the City and FMC shall cooperate in good faith with regard to any appropriate revisions.

6. Title to Park Parcel. Fee title to the Park Parcel shall be conveyed by FMC to the City (and the IOD accepted by the City) in the following condition:

6.1 The conveyance of fee title to the Park Parcel (and the IOD acceptance by the City) shall be subject to all of the terms, covenants and restrictions and obligations set forth in this Agreement.

6.2 Subject to all of the documents referenced in Section 5 above.

6.3 FMC shall convey fee title to the Park Parcel to City free and clear of any monetary encumbrances and liens excluding non-delinquent real property taxes and assessments and City shall accept title to the Park Parcel subject to all other matters of record including the USD easements which cross the Park Parcel.

6.4 Except as provided in Section 3.6 and subject to FMC's obligations with respect to the Contamination set forth in the Right of Entry Agreement, following completion of the Park Improvements, City shall accept the IOD and fee title to the Park Parcel with all faults, in an "as-is", "where is" condition without representation or warranty by FMC as to the condition of the Park Parcel. As set forth in the Right of Entry Agreement, FMC shall remain responsible for performance of all Remedial Work, compliance with the RWQCB Order and any other Hazardous Materials Laws applicable to the Contamination. Nothing contained in this Agreement shall limit or otherwise affect FMC's indemnity obligations set forth in the Right of Entry Agreement.

7. Indemnity. Builder agrees to indemnify, defend (with counsel approved by City) and hold the City and its respective elected and appointed officers, officials, employees, agents, consultants, and contractors (collectively, the "Indemnitees") harmless from and against all liability, loss, cost, expense (including without limitation attorneys' fees and costs of litigation), claim, demand, action, suit, judicial or administrative proceeding, penalty, deficiency, fine, order, and damage (all of the foregoing collectively "Claims") which directly or indirectly, in whole or in part, are caused by, arise in connection with, result from, relate to, or are alleged to be caused by, arise in connection with, or relate to, all claims that may be made by contractors, subcontractors or other third party claimants pursuant to Labor Code Sections 1726 and 1781) or the requirement of competitive bidding the failure to comply with any state or federal labor laws, regulations or standards in connection with this Agreement, whether or not any insurance policies shall have been determined to be applicable to any such Claims. The provisions of this Section 7 shall survive the expiration or earlier termination of this Agreement. Builder's indemnification obligations set forth in this Section shall not apply to the extent of Claims arising from the gross negligence or willful misconduct of the Indemnitees.

8. Unavoidable Delay. The timing for performance of the obligations of FMC and Builder under this Agreement shall be subject to extension for force majeure events, provided, however,

that in no event shall the July 1, 2026 deadline set forth in Section 4.12 above be extended under any circumstance. For purposes of this Section 8 “force majeure” shall mean and refer to any prevention, delay or stoppage caused by the occurrence of any of the following events: (a) rain, floods, earthquakes, fires, other casualties, or conditions that could not be anticipated using reasonably diligent efforts; (b) acts of war; (c) acts of God; (d) insurrection, strikes, lockouts, walk-outs, riots, boycotts, or similar obstructive actions; (e) market-wide shortages of labor, materials or supplies, (f) governmental moratoria, delays in obtaining required governmental approvals caused by the governmental agency, or delays in the performance of other acts to be taken by governmental entities; (g) any other cause beyond the reasonable control of FMC and/or Builder, but excluding FMC and/or Builder’s financial inability to perform. FMC and/or Builder shall provide written notice to City of the occurrence of any force majeure event, including the commencement date and date of cessation of any force majeure event. To the extent of a force majeure event, FMC and/or Builder claiming delay shall use reasonably diligent efforts to mitigate any such delay.

9. Satisfaction of Park Requirement. As additional consideration for FMC’s agreement to dedicate the Park Parcel to the City pursuant to this Agreement and Builder’s agreement to construct the Park Improvements, City irrevocably agrees that this Agreement will fully satisfy the Park Condition and any obligations with respect to payment of park fees, dedication of land and any other obligation with respect to parks and/or open space with respect to residential developments on both the Enterprise Parcel and FMC’s adjacent real property known as the “Willow Parcel” as designated on the Site Plan.

10. Defaults. In the event a Party believes another Party has breached any provision of this Agreement, the non-defaulting Party shall give written notice to the defaulting Party specifying the grounds of the alleged breach. The defaulting Party shall have thirty (30) days to cure the alleged breach or begin cure if the breach cannot be cured within thirty (30) days and shall diligently continue to cure until complete. In the event a breach is not cured within the time provided or fails to diligently continue to cure, the defaulting party shall be deemed in default.

11. Independent Obligations. FMC’s obligation to deliver the Park Parcel on or before the Park Delivery Date and Builder’s obligation to construct the Park Improvements shall not be dependent on each other in any way. FMC’s failure to deliver the Park Parcel on or before the Park Delivery Date shall not be a default by Builder. Builder’s failure to construct the Park Improvements shall not be a default by FMC.

12. Amendment. This Agreement or any portion hereof may be amended or modified, except where otherwise provided in this Agreement, only by the unanimous written affirmative assent or vote of the Parties.

13. Lender Protection. A breach of any of the terms, covenants, conditions or restrictions of this Agreement shall not defeat or render invalid the lien of any mortgage or deed of trust made in good faith and for value, but each such term, condition, covenant or restriction shall be binding upon and effective against any person who acquires title to any interest in the Park Parcel by foreclosure, trustee’s sale or otherwise. Each Party covenants to cause any lender,

person or entity with a deed of trust encumbering its Parcel to subordinate such deed of trust to this Agreement.

14. Assignment. Builder may assign any and all of its rights and obligations with respect to this Agreement, without the prior consent of the other parties, to any of the following persons or entities: (i) any subsequent owner of all or any part of the Park Parcel, Enterprise Parcel and/or Willow Parcel, respectively; (ii) the City or any other governmental or quasi-governmental entity. FMC may assign its rights and obligations under this Agreement only with the written consent of the other parties, not to be unreasonably withheld or delayed; provided, however, that FMC may assign this Agreement without the consent of the other parties in connection with a merger or corporate reorganization. From and after the date of such assignment, the assigning party shall automatically be released from each and every obligation, responsibility, or liability arising thereafter under this Agreement, provided, however, that FMC's obligations with respect to the Contamination shall not be affected by such assignment or released unless agreed to by the City in writing, which consent shall be within the City's sole discretion.

15. Termination. This Agreement shall automatically terminate upon the City accepting the dedication of the Park Parcel pursuant to the IOD. After termination, the Parties shall execute such additional documents as are reasonably required by a title company to remove this Agreement as an encumbrance.

16. Successors and Assigns. Subject to Section 14, the covenants, obligations and agreements contained in this Agreement shall be binding upon and inure to the benefit of the Parties and their respective heirs, personal representatives, successors and assigns, successors-in-interest, as the case may be.

17. Notices. All written notices required to be given pursuant to the terms hereof shall be sent by (a) personal delivery, (b) a nationally recognized overnight courier service, or (c) United States first class mail, registered or certified return receipt requested and postage prepaid as expressly provided herein.

All notices shall be addressed as follows:

To City: City of Newark
37101 Newark Blvd.
Newark, CA 94560
Attn: City Manager

To FMC: FMC Corporation
2929 Walnut Street
Philadelphia, PA 19104
Attention: Environmental Health & Safety Counsel

With a copy to: FMC Corporation
2929 Walnut Street
Philadelphia, PA 19104
Attention: Director, EHS, Remediation & Governance

With a copy to: Berliner Cohen
Ten Almaden Blvd., Eleventh Floor
San Jose, CA 95113-2233
Attn: Steven J. Casad
Email: steven.casad@berliner.com

To Builder: The Parcel C Project Owner, LLC
888 San Clemente, Suite 100
Newport Beach, CA 92660
Attention: Caren Read, Esq. and Evan Knapp
Email: CRead@integralcommunities.com
EKnapp@integralcommunities.com

With a copy to: Rutan & Tucker, LLP
611 Anton Boulevard, Suite 1400
Costa Mesa, CA 92626
Attention: Joseph Maga
Email: jmaga@rutan.com

The foregoing addresses may be changed by written notice. All notices shall be deemed received upon receipt or the date indicated on any return receipt or other receipt of delivery.

18. Further Assurances. In a timely fashion, each party shall execute and deliver such further instruments, documents or assurances, and take such further action, as shall be reasonably required to carry out the purposes and intent of this Agreement.

19. Entire Agreement. This Agreement contains the entire understanding of the parties and supersedes any and all other written or oral understandings.

20. Estoppel Certificates. Each party, upon the written request of the other party (which may not be more frequent than two (2) times during any calendar year), shall issue to such requesting party, the requesting party's prospective mortgagee or a potential successor of such requesting party, within fifteen (15) business days of receipt of any such request, an estoppel certificate stating (i) whether the responding party knows of any default under this Agreement by it or the requesting party, and if there are known defaults, specifying the nature thereof; (ii) that the Agreement has not, to such responding party's knowledge, been modified or amended in any way, except as may be of record; and (iii) that to the responding party's knowledge, this Agreement is in full force and effect.

21. Authority. Each of the individuals executing this Agreement verifies that each of them has the authority to enter into this Agreement, that the necessary resolutions or other consents

have been passed or obtained, and that this Agreement shall be binding on the Parties for whom each of them is signing.

22. No Beneficiaries. No party besides a Party, its permitted successors and assigns has any rights or remedies under this Agreement.

23. Incorporation. The recitals set forth above and exhibits attached hereto and referred to herein are incorporated into this Agreement.

24. Governing Law. This Agreement shall be enforced and interpreted under California's laws and judicial decisions without giving effect to its conflicts of laws provisions.

25. Headings. Section headings are for reference purposes only and do not affect this Agreement.

26. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which, taken together, shall constitute one and the same instrument. This Agreement may be delivered to the all Parties by facsimile or other form of electronic transmission.

27. Interpretation. Each Party and its counsel has reviewed and revised this Agreement and any rule of contract interpretation to the effect that ambiguities or uncertainties are to be interpreted against the drafting party or the party who caused it to exist shall not be employed in the interpretation of this Agreement or any document executed in connection herewith.

28. No Partnership. This Agreement shall not be construed as creating a partnership or joint venture between the Parties or among the Parties and any third party or cause any of them to be responsible in any manner for the other's or any third party's debts or obligations.

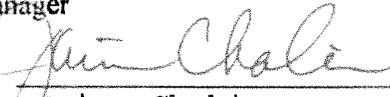
29. Severability. If any part of this Agreement is invalid or unenforceable, then the remainder of this Agreement shall remain valid and enforceable and in force and effect.

30. No Waiver. A waiver by any Party of a default by another Party is only effective against a Party that waives such default in writing and shall not be construed as a waiver of any other default.

[signatures follow on next page]

THE PARCEL C PROJECT OWNER, LLC,
a Delaware limited liability company

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

By: 
Name: Jaime Chahine
Title: Authorized Representative

[signatures continue on following page

FMC CORPORATION,
a Delaware corporation

By: 
Name: Barry J. Crawford
Title: Vice President, Operations

[signatures continue on following page]

CITY OF NEWARK, a California municipal corporation

By: _____
Name: _____
Title: _____

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

EXHIBIT "A"

LEGAL DESCRIPTION OF ENTERPRISE PROPERTY

[see attached]

EXHIBIT "A"

-1-

Exhibit "A"

Legal Description

A.P.N.: 537-0852-002-08 and 92-100-7-6 and 537-852-2-7 and 92-100-5 and 537-551-30 and 537-852-1-2 and 537-551-31

Real property in the City of Newark, County of Alameda, State of California, described as follows:

RESULTANT PARCEL A OF THE CERTIFICATE OF COMPLIANCE RECORDED JULY 19, 2018 AS INSTRUMENT NO. 2018141561, OFFICIAL RECORDS OF ALAMEDA COUNTY, BEING A PORTION OF PARCELS A AND B, AS SAID PARCELS A AND B ARE SHOWN AND SO DESIGNATED ON THAT CERTAIN PARCEL MAP "ENTITLED PARCEL MAP 3120", FILED FOR RECORD OCTOBER 21, 1980, IN BOOK 121 OF MAPS AND PLATS, AT PAGE 43, IN THE OFFICE OF THE COUNTY RECORDER OF ALAMEDA COUNTY, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWESTERN CORNER OF SAID PARCEL B (121 m 43);

THENCE, FROM SAID POINT OF BEGINNING, ALONG THE NORTHERLY LINE OF SAID PARCEL B, NORTH 68° 14' 57" EAST 1041.58 FEET;

THENCE, LEAVING SAID NORTHERLY LINE, SOUTH 21° 45' 40" EAST 636.81 FEET;

THENCE, NORTH 67° 00' 30" EAST 394.70 FEET;

THENCE, NORTH 64° 29' 17" EAST 450.20 FEET TO THE EXTERIOR BOUNDARY OF SAID PARCEL B;

THENCE, ALONG THE EXTERIOR BOUNDARY OF PARCELS A AND B, THE FOLLOWING THIRTEEN (13) COURSES:

- 1) SOUTH 21° 48' 29" EAST 80.00 FEET,
- 2) NORTH 68° 16' 30" EAST 1.00 FOOT,
- 3) SOUTH 21° 48' 29" EAST 133.69 FEET,
- 4) SOUTH 66° 56' 09" WEST 895.14 FEET,
- 5) NORTH 47° 57' 44" WEST 129.92 FEET,
- 6) NORTH 86° 02' 31" WEST 209.77 FEET,
- 7) SOUTH 88° 55' 10" WEST 316.05 FEET,
- 8) NORTH 87° 54' 52" WEST 92.04 FEET,
- 9) SOUTH 86° 15' 10" WEST 80.20 FEET,

First American Title Company

File No.: **OSA-5342311 (jg)**
Date: **July 25, 2018**

- 10) NORTH 86° 14' 55" WEST 281.11 FEET,
- 11) SOUTH 80° 10' 43" WEST 163.02 FEET,
- 12) NORTH 00° 53' 19" EAST 284.64 FEET,
- 13) NORTH 00° 55' 02" EAST 37.28 FEET, TO SAID POINT OF BEGINNING.

EXHIBIT "B"

SITE PLAN

GENERAL DEPICTION OF PARK PARCEL AND WILLOW PARCEL

[see attached]

EXHIBIT "B"

-1-

AUGUST 14, 2018
JOB NO.: 2674-010

EXHIBIT A
DESCRIPTION
PARK SITE
RESULTANT PARCEL B (PORTION), DN 2018142099
NEWARK, CALIFORNIA

REAL PROPERTY, SITUATE IN THE INCORPORATED TERRITORY OF THE CITY OF
NEWARK, COUNTY OF ALAMEDA, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

BEING A PORTION OF RESULTANT PARCEL B, AS SAID RESULTANT PARCEL B IS
DESCRIBED IN THE GRANT DEED, RECORDED JULY 19, 2018, AS DOCUMENT NO.
2018142099, IN THE OFFICE OF THE COUNTY RECORDER OF ALAMEDA COUNTY,
MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID RESULTANT PARCEL B;

THENCE, FROM SAID POINT OF BEGINNING, ALONG THE NORTHERLY LINE OF SAID
RESULTANT PARCEL B, THE FOLLOWING THREE (3) COURSES:

- 1) NORTH 68°14'57" EAST 113.51 FEET,
- 2) SOUTH 66°57'13" EAST 178.20 FEET,
- 3) NORTH 80°23'14" EAST 54.32 FEET,

THENCE, LEAVING SAID NORTHERLY LINE, SOUTH 21°45'40" EAST 118.31 FEET;

THENCE, NORTH 68°14'20" EAST 125.83 FEET;

THENCE, SOUTH 21°45'40" EAST 371.40 FEET, TO THE SOUTHERLY LINE OF
SAID RESULTANT PARCEL B;

THENCE, ALONG THE SOUTHERLY AND WESTERLY LINES OF RESULTANT PARCEL B
THE FOLLOWING THREE (3) COURSES:

- 1) SOUTH 64°29'17" WEST 24.31 FEET;
- 2) SOUTH 67°00'30" WEST 394.70 FEET;
- 3) NORTH 21°45'40" WEST 636.81 FEET TO SAID POINT OF BEGINNING.

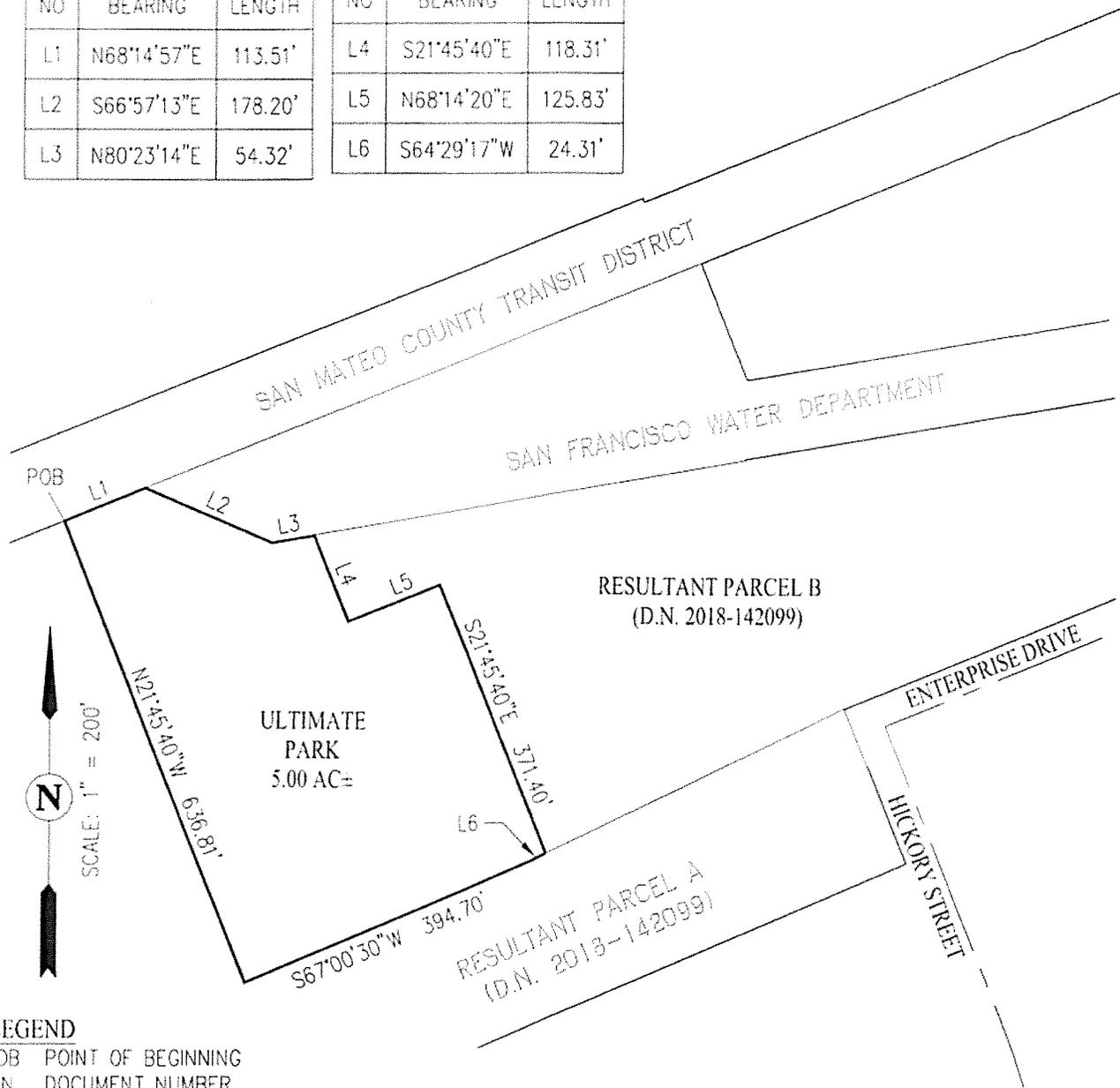
CONTAINING 217,800 SQUARE FEET OR 5.00 ACRES OF LAND, MORE OR LESS

ATTACHED HERETO IS EXHIBIT B, A PLAT TO ACCOMPANY LEGAL DESCRIPTION,
AND BY THIS REFERENCE MADE A PART HEREOF.

END OF DESCRIPTION

LINE TABLE		
NO	BEARING	LENGTH
L1	N68°14'57"E	113.51'
L2	S66°57'13"E	178.20'
L3	N80°23'14"E	54.32'

LINE TABLE		
NO	BEARING	LENGTH
L4	S21°45'40"E	118.31'
L5	N68°14'20"E	125.83'
L6	S64°29'17"W	24.31'



LEGEND

POB POINT OF BEGINNING
 D.N. DOCUMENT NUMBER
 AC ACRES

EXHIBIT B
PLAT TO ACCOMPANY DESCRIPTION

PARK SITE
 DOC 2018-142099. (PORTION)
 NEWARK, CALIFORNIA
 AUGUST 14, 2018

Carlson, Barbee & Gibson, Inc.

CIVIL ENGINEERS • SURVEYORS • PLANNERS
 2633 CAMINO RAMON, SUITE 350
 SAN RAMON, CALIFORNIA, (925) 866-0322

8/15/2018 2:48 PM

EXHIBIT "C"

CONCEPTUAL PARK PLAN

[see attached]



ENTERPRISE DRIVE

BAYSIDE COMMUNITY PARK

BAYSIDE AT NEWARK
 INTEGRAL COMMUNITIES | 18-047
 DATE: 11.18.18



CONCEPTUAL PARK PLAN



EXHIBIT D

Form of Land Use Covenant

Recording Requested By:

[CURRENT OWNER]

When Recorded, Mail To:

Executive Officer
California Regional Water Quality Control Board
San Francisco Bay Region
1515 Clay Street, Suite 1400
Oakland, California 94612
[GeoTracker # _____] <=fill in, example SLT2006571

COVENANT AND ENVIRONMENTAL RESTRICTION
ON PROPERTY

[NAME OF SITE and ADDRESS OF PROPERTY]

This Covenant and Environmental Restriction on Property (this "Covenant") is made as of the ____ day of _____, 20__ by [CURRENT OWNER/S] ("Covenantor") who is the Owner of record of that certain property situated at ___(address)___, in the City of _____, County of _____, State of California, which is more particularly described in Exhibit A attached hereto and incorporated herein by this reference (such portion hereinafter referred to as the "Burdened Property"), for the benefit of the California Regional Water Quality Control Board for the San Francisco Bay Region (the "Water Board"), with reference to the following facts:

A. The Burdened Property and groundwater underlying the property contains hazardous materials.

B. Contamination of the Burdened Property. Soil at the Burdened Property was contaminated by [BRIEFLY DESCRIBE OPERATIONS THAT CAUSED CONTAMINATION] conducted by _____. These operations resulted in contamination of [SOIL AND/OR GROUNDWATER] with [INORGANIC AND/OR ORGANIC] chemicals including _____, which constitute hazardous materials as that term is defined in Health & Safety Code Section 25260. [BRIEFLY DESCRIBE REMEDIATION AND CONTROLS IMPLEMENTED].

C. Exposure Pathways. The contaminants addressed in this Covenant are present in [SOIL AND/OR GROUNDWATER] on the Burdened Property. Without the mitigation measures which have been performed on the Burdened Property, exposure to these contaminants could take place via [LIST AS APPROPRIATE: IN-PLACE CONTACT, SURFACE-WATER RUNOFF, AND WIND DISPERSAL, RESULTING IN DERMAL CONTACT, INHALATION, OR INGESTION BY HUMANS, ETC.]. The risk of public exposure to the contaminants has been

substantially lessened by the remediation and controls described herein.

D. Adjacent Land Uses and Population Potentially Affected. The Burdened Property is used for _____ and is adjacent to [LIST AS APPROPRIATE: INDUSTRIAL, COMMERCIAL, RESIDENTIAL] land uses.

E. Full and voluntary disclosure to the Water Board of the presence of hazardous materials on the Burdened Property has been made and extensive sampling of the Burdened Property has been conducted.

F. Covenantor desires and intends that in order to benefit the Water Board, and to protect the present and future public health and safety, the Burdened Property shall be used in such a manner as to avoid potential harm to persons or property that may result from hazardous materials that may have been deposited on portions of the Burdened Property.

ARTICLE I GENERAL PROVISIONS

1.1 Provisions to Run with the Land. This Covenant sets forth protective provisions, covenants, conditions and restrictions (collectively referred to as "Restrictions") upon and subject to which the Burdened Property and every portion thereof shall be improved, held, used, occupied, leased, sold, hypothecated, encumbered, and/or conveyed. The restrictions set forth in Article III are reasonably necessary to protect present and future human health and safety or the environment as a result of the presence on the land of hazardous materials. Each and all of the Restrictions shall run with the land, and pass with each and every portion of the Burdened Property, and shall apply to, inure to the benefit of, and bind the respective successors in interest thereof, for the benefit of the Water Board and all Owners and Occupants. Each and all of the Restrictions are imposed upon the entire Burdened Property unless expressly stated as applicable to a specific portion of the Burdened Property. Each and all of the Restrictions run with the land pursuant to section 1471 of the Civil Code. Each and all of the Restrictions are enforceable by the Water Board.

1.2 Concurrence of Owners, Occupants, and Lessees Presumed. All Owners, Occupants, purchasers, lessees, or possessors of any portion of the Burdened Property shall be deemed by their purchase, leasing, or possession of such Burdened Property, to be in accord with the foregoing and to agree for and among themselves, their heirs, successors, and assignees, and the agents, employees, and lessees of such Owners, Occupants, heirs, successors, and assignees, that the Restrictions as herein established must be adhered to for the benefit of the Water Board and the Owners and Occupants of the Burdened Property and that the interest of the Owners and Occupants of the Burdened Property shall be subject to the Restrictions contained herein.

1.3 Incorporation into Deeds and Leases. Covenantor desires and covenants that the Restrictions set out herein shall be incorporated in and attached to each and all deeds and leases of any portion of the Burdened Property. Recordation of this Covenant shall be deemed binding on all successors, assigns, and lessees, regardless of whether a copy of this Covenant and Agreement has been attached to or incorporated into any given deed or lease.

1.4 Purpose. It is the purpose of this instrument to convey to the Water Board real property rights, which will run with the land, to facilitate the remediation of past environmental

contamination and to protect human health and the environment by reducing the risk of exposure to residual hazardous materials.

ARTICLE II
DEFINITIONS

2.1 Water Board. "Water Board" shall mean the California Regional Water Quality Control Board for the San Francisco Bay Region and shall include its successor agencies, if any.

2.2 Improvements. "Improvements" shall mean all buildings, roads, driveways, regradings, and paved parking areas, constructed or placed upon any portion of the Burdened Property.

2.3 Occupants. "Occupants" shall mean Owners and those persons entitled by ownership, leasehold, or other legal relationship to the exclusive right to use and/or occupy all or any portion of the Burdened Property.

2.4 Owner or Owners. "Owner" or "Owners" shall mean the Covenantor and/or its successors in interest, who hold title to all or any portion of the Burdened Property.

ARTICLE III
DEVELOPMENT, USE AND CONVEYANCE OF THE BURDENED PROPERTY

3.1 Restrictions on Development and Use. Covenantor promises to restrict the use of the Burdened Property as follows:

[INCLUDE THE FOLLOWING PROVISIONS, A-I, AS APPROPRIATE]:

- a. Development of the Burdened Property shall be restricted to industrial, commercial or office space;
- b. No residence for human habitation shall be permitted on the Burdened Property;
- c. No hospitals shall be permitted on the Burdened Property;
- d. No schools for persons under 21 years of age shall be permitted on the Burdened Property;
- e. No day care centers for children or day care centers for Senior Citizens shall be permitted on the Burdened Property;
- f. No Owners or Occupants of the Property or any portion thereof shall conduct any excavation work on the Property, unless expressly permitted in writing by the Water Board. Any contaminated soils brought to the surface by grading, excavation, trenching, or backfilling shall be managed by Covenantor or his agent in accordance with all applicable provisions of local, state and federal law;
- g. All uses and development of the Burdened Property shall be consistent with any

applicable Water Board Order or Risk Management Plan, each of which is hereby incorporated by reference including future amendments thereto. All uses and development shall preserve the integrity of any cap, any remedial measures taken or remedial equipment installed, and any groundwater monitoring system installed on the Burdened Property pursuant to the requirements of the Water Board, unless otherwise expressly permitted in writing by the Water Board.

h. No Owners or Occupants of the Property or any portion thereof shall drill, bore, otherwise construct, or use a well for the purpose of extracting water for any use, including but not limited to, domestic, potable, or industrial uses, unless expressly permitted in writing by the Water Board.

i. The Owner or Occupant shall notify the Water Board of each of the following: (1) The type, cause, location and date of any disturbance to any cap, any remedial measures taken or remedial equipment installed, and of the groundwater monitoring system installed on the Burdened Property pursuant to the requirements of the Water Board, which could affect the ability of such cap or remedial measures, remedial equipment, or monitoring system to perform their respective functions and (2) the type and date of repair of such disturbance. Notification to the Water Board shall be made by registered mail within ten (10) working days of both the discovery of such disturbance and the completion of repairs;

j. The Covenantor agrees that the Water Board, and/or any persons acting pursuant to Water Board orders, shall have reasonable access to the Burdened Property for the purposes of inspection, surveillance, maintenance, or monitoring, as provided for in Division 7 of the Water Code.

k. No Owner or Occupant of the Burdened Property shall act in any manner that will aggravate or contribute to the existing environmental conditions of the Burdened Property. All use and development of the Burdened Property shall preserve the integrity of any capped areas.

3.2 Enforcement. Failure of an Owner or Occupant to comply with any of the restrictions, as set forth in paragraph 3.1, shall be grounds for the Water Board, by reason of this Covenant, to have the authority to require that the Owner or Occupant modify or remove any Improvements constructed in violation of that paragraph. Violation of the Covenant shall be grounds for the Water Board to file civil actions against the Owner as provided by law.

3.3 Notice in Agreements. After the date of recordation hereof, all Owners and Occupants shall execute a written instrument which shall accompany all purchase agreements or leases relating to the property. Any such instrument shall contain the following statement:

The land described herein contains hazardous materials in soils and in the ground water under the property, and is subject to a deed restriction dated as of _____, 20__, and recorded on _____, 20__, in the Official Records of _____ County, California, as Document No. _____, which Covenant and Restriction imposes certain covenants, conditions, and restrictions on usage of the property described herein. This statement is not a declaration that a hazard exists.

ARTICLE IV
VARIANCE AND TERMINATION

4.1 Variance. Any Owner or, with the Owner's consent, any Occupant of the Burdened Property or any portion thereof may apply to the Water Board for a written variance from the provisions of this Covenant.

4.2 Termination. Any Owner or, with the Owner's consent, any Occupant of the Burdened Property or a portion thereof may apply to the Water Board for a termination of the Restrictions as they apply to all or any portion of the Burdened Property.

4.3 Term. Unless terminated in accordance with paragraph 4.2 above, by law or otherwise, this Covenant shall continue in effect in perpetuity.

ARTICLE V
MISCELLANEOUS

5.1 No Dedication Intended. Nothing set forth herein shall be construed to be a gift or dedication, or offer of a gift or dedication, of the Burdened Property or any portion thereof to the general public.

5.2 Notices. Whenever any person gives or serves any notice, demand, or other communication with respect to this Covenant, each such notice, demand, or other communication shall be in writing and shall be deemed effective (1) when delivered, if personally delivered to the person being served or official of a government agency being served, or (2) three (3) business days after deposit in the mail if mailed by United States mail, postage paid certified, return receipt requested:

If To: "Covenantor"
[Owners name and address]

If To: " Water Board"
Executive Officer
Regional Water Quality Control Board
San Francisco Bay Region
1515 Clay Street, Suite 1400
Oakland, California 94612
[GeoTracker # _____] <=copy/paste from p.1

5.3 Partial Invalidity. If any portion of the Restrictions or terms set forth herein is determined to be invalid for any reason, the remaining portion shall remain in full force and effect as if such portion had not been included herein.

5.4 Article Headings. Headings at the beginning of each numbered article of this Covenant are solely for the convenience of the parties and are not a part of the Covenant.

5.5 Recordation. This instrument shall be executed by the Covenantor and by the Executive Officer of the Water Board. This instrument shall be recorded by the Covenantor in the County of _____ within ten (10) days of the date of execution.

5.6 References. All references to Code sections include successor provisions.

5.7 Construction. Any general rule of construction to the contrary notwithstanding, this instrument shall be liberally construed in favor of the Covenant to effect the purpose of this instrument and the policy and purpose of the Water Code. If any provision of this instrument is found to be ambiguous, an interpretation consistent with the purpose of this instrument that would render the provision valid shall be favored over any interpretation that would render it invalid.

IN WITNESS WHEREOF, the parties execute this Covenant as of the date set forth above.

Covenantor: _____

By: _____

Title: _____

Date: _____

Agency: State of California, San Francisco Bay Regional Water Quality Control Board

By: _____

Title: Executive Officer

Date: _____

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of _____

On _____ (insert date), before me, _____ (insert name and title of the officer), personally appeared _____ [Covenantor], 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)

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of _____

On _____ (insert date), before me, _____ (insert name and title of the officer), personally appeared _____ [Covenantor], 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
LEGAL DESCRIPTION OF PROPERTY

EXHIBIT E

Forms of Right of Entry Agreement and Environmental Restriction

RIGHT OF ENTRY AGREEMENT AND EASEMENT

This RIGHT OF ENTRY AGREEMENT AND EASEMENT (“**Agreement**”) is made as of _____, ____ (“**Effective Date**”), by and between FMC CORPORATION, a Delaware corporation (“**FMC**”) and CITY OF NEWARK, a California municipal corporation (“**City**”).

RECITALS

A. Pursuant to that certain Park Agreement dated _____, 2019, FMC has dedicated that certain real property located in the City of Newark, County of Alameda, State of California and more particularly described in **Exhibit A** attached hereto (“**Park Parcel**”) to the City for use as a public park.

B. The Park Parcel is subject to that certain Site Cleanup Requirements Order No. R2-2015-0017 issued by the California Regional Water Quality Control Board, San Francisco Bay Region (“**RWQCB**”) on May 21, 2015 (“**RWQCB Order**”). Soil and groundwater beneath the Park Parcel has been adversely impacted as a result of former industrial operations on the Park Parcel. A summary of prior industrial use and soil and groundwater impacts to the Park Parcel can be found within the Park Redevelopment Area Remedial Investigation Report dated July 31, 2017 prepared by ERM for FMC and posted at <http://geotracker.waterboards.ca.gov> (“**RI Report**”).

C. Pursuant to the RWQCB Order, FMC has undertaken soil and shallow groundwater remediation pursuant to that certain Park Feasibility Study/Remedial Action Plan approved by the RWQCB on _____ (“**Soil FS/RAP**”). The RWQCB acknowledged FMC’s completion of the soil remediation required under the Soil FS/RAP by letter dated _____, 20___. In addition, FMC, in accordance with the RWQCB Order, has undertaken and is continuing groundwater remediation on the Park Parcel through a groundwater remediation system consisting of a groundwater treatment facility (“**Treatment Facility**”), monitoring and extraction wells and related piping (collectively, “**Remediation Facilities**”). The location of the Remediation Facilities is more particularly shown on the Site Plan attached hereto as **Exhibit B** (“**Site Plan**”).

D. The parties desire to enter into this Agreement to allocate responsibility, as between the Parties, with respect to Contamination (as defined below), and to establish the terms and conditions on which FMC may enter onto the Park Parcel to perform groundwater remediation and any additional or supplemental remedial work obligations required by the RWQCB or another Environmental Agency (as defined below) relating to the Contamination.

NOW, THEREFORE, in consideration of the foregoing recitals and other consideration, the receipt and sufficiency of which are hereby acknowledged, City and FMC hereby agree as follows:

1. Definitions. The following terms, as used herein, shall be defined as follows:

(a) “**RWQCB**” shall mean the State of California Regional Water Quality Control Board, San Francisco Bay Region, or any successor agency thereto.

(b) “**Contamination**” shall mean those certain impacts to the environment, including to soil and groundwater, caused by Hazardous Materials (i) known to exist at, on, under or migrating from the Park Parcel as of the date of the Effective Date of this Agreement, which known Hazardous Materials are more particularly described in the RI Report, and (ii) any other Hazardous Materials, whether known or unknown, that are present in the soil or groundwater at the Park Parcel as of the Effective Date of this Agreement due to or resulting from the activities of FMC.

(c) “**Environmental Agency**” shall mean the RWQCB and/or any federal, state or local governmental agency (including the City of Newark, but only acting in its regulatory capacity pursuant to applicable laws and statutes) charged with enforcing Hazardous Materials Laws and having jurisdiction over the Park Parcel.

(d) “**Hazardous Materials Laws**” shall mean any federal, state, or local law, ordinance, statute, code, rule, order or decree now in effect or hereafter promulgated relating to (a) the treatment, storage or disposal of Hazardous Materials, or (b) the emission, discharge, release, threatened release, use, registration, or licensing of Hazardous Materials or otherwise governing any Remedial Work obligation of FMC with respect to the Park Parcel, as such laws may be amended from time to time.

(e) “**Hazardous Materials**” shall mean any pollutant, contaminant, oil, petroleum, or chemical gasses, liquids or solids that constitute hazardous substances, liquid or gaseous products that constitute hazardous substances, or any other types of hazardous waste or substances as those terms are used in any federal, state, or local law regulating such substances, including, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, 42 U.S.C. sections 9601, et seq., as amended, the Clean Water Act, 33 U.S.C. sections 1251 et seq., the Clean Air Act, 42 U.S.C. sections 7401 et seq., the Resource Conservation and Recovery Act, 42 U.S.C. section 6901, et seq., the Toxic Substances Control Act, as amended, 15 U.S.C. sections 2601, et seq., and their California state law analogs, or any other such laws with regard to environmental contamination or protection, as such laws may be amended from time to time.

(f) “**LUC**” shall mean that certain Covenant and Environmental Restriction executed by FMC in favor of the RWQCB and recorded against the Park Parcel in the Official Records of Alameda County.

(g) “**RWQCB Order**” shall mean that certain Site Cleanup Requirements Order No. R2-2015-0017 issued by the RWQCB on May 21, 2015, as amended from time to time.

(h) “**Remedial Work**” shall mean any investigation, remediation, mitigation, monitoring, reporting, and other obligation imposed upon FMC by the RWQCB pursuant to the RWQCB Order or by another Environmental Agency, or under any Hazardous Materials Law, relating to the Contamination. Remedial Work does not include any activities undertaken by the City or any other party on the Park Parcel that are subject to the LUC and/or the Risk Management Plan, except for Remedial Work obligations undertaken by City in compliance with Sections 4(a) and 4(b) hereof.

(i) “**Risk Management Plan**” shall mean that certain Risk Management Plan approved by the RWQCB that provides guidelines for the implementation of the LUC and the management of soil and shallow groundwater during construction and other activities that penetrate the surface of the Park Parcel.

(j) All other defined terms used in this Agreement shall be defined where first appearing in this Agreement.

2. City's Acknowledgments. City acknowledges the Park Parcel is subject to the RWQCB Order. FMC has informed City of the presence of the Contamination on the Park Parcel as described in the RI Report. City also acknowledges that the Park Parcel is subject to the LUC and the Risk Management Plan. Prior to FMC's dedication of the Park Parcel to City for a public park, City had the opportunity to familiarize itself with the RWQCB Order and the soil and groundwater remediation performed by FMC on the Park Parcel and the obligations imposed upon FMC under the RWQCB Order. City acknowledges that FMC has satisfied its obligation under California Health & Safety Code Section 25359.7 to notify City of the Contamination on the Park Parcel.

3. Remedial Work

(a) Remedial Work. FMC shall perform all Remedial Work obligations imposed upon FMC under the RWQCB Order or by the RWQCB or any Environmental Agency with respect to the Park Parcel. All Remedial Work shall be performed in full compliance with and within the time periods required by the RWQCB Order, and the documents generated under the RWQCB Order or by the Environmental Agency imposing such requirements. FMC shall comply with the LUC and Risk Management Plan with regard to any Remedial Work performed on the Park Parcel. As between FMC and the City, FMC shall have and retain the exclusive right to negotiate with and to fulfill any requirement or claim made by the RWQCB or any Environmental Agency with respect to any Remedial Work. FMC shall have the right to reasonably challenge, appeal or seek amendment, modification, repeal or termination of the RWQCB Order or any amendment or supplement to the RWQCB Order and/or any Remedial Work obligation imposed by the RWQCB or other Environmental Agency with respect to the Park Parcel, including a suspension or stay of such Remedial Work obligation while such action is pending ("**Order Challenge**"), provided that (i) such suspension or stay does not affect any element or portion of the Remedial Work that is not subject to FMC's Order Challenge, and (ii) FMC provides reasonable advance notice to the City of any Order Challenge. FMC shall be responsible at its sole cost and expense for the performance of any Remedial Work, including the operation, maintenance, repair, removal and closure of any and all Remediation Facilities, except to the extent such equipment is damaged by City, its employees, agents and contractors and/or park users. All Remedial Work shall be performed in a good, safe and professional manner in compliance with all applicable laws, ordinances and regulations, and in accordance with industry standards and best practices. All Remediation Facilities installed on the Park Parcel by FMC shall remain the property of FMC. FMC shall be listed as the generator, using FMC's EPA ID Number, of any hazardous waste generated as a result of the removal of any soil and/or groundwater from the Park Parcel in connection with the Remedial Work in accordance with all Hazardous Materials Laws and any regulations promulgated pursuant to such laws and shall execute all manifests for the transportation and disposal of such hazardous waste resulting from Remedial Work obligations.

(b) Post-Dedication Remedial Work. If any Remedial Work obligation, in addition to any ongoing Remedial Work obligations commenced prior to FMC's delivery of the Park Parcel to the City, is imposed on FMC with respect to the Park Parcel following FMC's delivery of the Park Parcel to the City, FMC shall perform, and be responsible for, all such Remedial Work at its sole cost and expense. FMC shall give City written notice of such Remedial Work obligation setting forth the particular work to be performed, the area of the Park Parcel where the Remedial Work will be performed, the remediation methods to be used by FMC, the projected time period for performance of the Remedial Work, and, to the extent required for such Remedial Work, the proposed area for the location of any required Remediation Facilities, the estimated time required to install such Remediation Facilities and the estimated time period that such Remediation Facilities will remain in place ("**Remedial Work Notice**"). FMC shall also provide City with copies of any plans and specifications for such Remedial Work and/or Remediation Facilities. FMC shall consult and cooperate with City to locate any Remediation Facilities in a location on the Park Parcel that does not unreasonably interfere with the park use of the Park Parcel while at the same time satisfying the requirements of the RWQCB or other Environmental Agency imposing the Remedial Work

obligation and allowing FMC to install and operate such facilities in a cost-efficient manner. FMC shall be responsible, at its sole cost and expense, for the operation, maintenance, repair, removal and closure of any and all Remediation Facilities necessary or convenient to perform any Remedial Work, except to the extent such equipment is damaged by City or its employees, agents and contractors.

(c) Completion of Remedial Work. FMC shall give City written notice when the RWQCB, and any other Environmental Agency, permits FMC to cease the Remedial Work or a portion thereof on the Park Parcel and to remove any Remediation Facilities and/or close all or some extraction and monitoring wells or portions thereof. Permission shall be evidenced by a written instrument from the Environmental Agency. Upon receipt of such permission, FMC shall initiate the process to obtain any necessary permits and approvals for removal of such Remediation Facilities. FMC shall (i) remove the above-ground portion of the applicable Remediation Facilities and all above-ground related equipment, and (ii) properly abandon in place all wells and associated underground piping subject to such closure in accordance with all applicable laws, statutes, ordinances or regulations, and to return the Park Parcel to a condition consistent with the park and surrounding park improvements. All closure work shall be performed in a manner that does not unreasonably interfere with the use of the park. City agrees to close portions of the park where closure work is occurring for the safety of park users. All damage to the Park Parcel caused by the removal of the Remediation Facilities and the closure of the wells or associated underground piping shall be repaired by FMC to a neat and clean condition consistent with the park and surrounding park improvements.

4. Remedial Work Responsibility. As between the City and FMC, FMC shall remain responsible for all Remedial Work and Contamination. Moreover, to extent that Remedial Work or any portion thereof has been completed as set forth in Section 3(c) above but is subject to reopening by the RWQCB or other Environmental Agency, FMC shall remain responsible for such Remedial Work. So long as FMC is in compliance with the RWQCB Order or any other Remedial Work obligation imposed by an Environmental Agency with respect to the Park Parcel, City hereby covenants and agrees not to undertake any Remedial Work except as provided in this Section 4. This Section 4 shall survive in perpetuity.

(a) City Directive. If the RWQCB or another Environmental Agency imposes a Remedial Work obligation relating to Contamination on both FMC and the City, or separately to the City (either a "City Directive"), then FMC shall be responsible for performance of such Remedial Work obligation. Within three (3) business days after receipt of a City Directive, City shall give written notice of such requirement to FMC in accordance with Section 13 below, enclosing a copy of the notice imposing the City Directive obligation upon City, and FMC shall acknowledge receipt of the City's notice of the City Directive within fifteen (15) days after receipt thereof. The parties agree that FMC shall be responsible for performance of the Remedial Work required for such City Directive. If FMC fails or refuses to commence to perform the Remedial Work obligation required by the City Directive within the time period for performance imposed by the RWQCB or other Environmental Agency, then City may, without waiving any rights under this Agreement, perform the Remedial Work required by the City Directive and take whatever actions may be required by the RWQCB or Environmental Agency imposing the Remedial Work obligation to comply with such City Directive; provided, however, in performing the Remedial Work obligation pursuant to the City Directive, City shall comply with the LUC, the Risk Management Plan, the Easement Agreement (as defined in Section 5) and all applicable Hazardous Materials Laws. Subject to City's compliance with the requirements of this Section 4(a), FMC's indemnity in Section 8 hereof shall apply to Losses (as defined in Section 8) incurred by City in performing the Remedial Work obligation required by the City Directive.

(b) Emergency Action. Notwithstanding FMC's sole responsibility to perform the Remedial Work and for the Contamination, the City may, without prior notice to FMC, undertake any

actions necessary to prevent imminent threats to human health or the environment caused by the Contamination if prior notice to FMC is not possible. City shall comply with the LUC, the Risk Management Plan, the Environmental Restriction and all Hazardous Materials Laws in performing all such emergency actions, or as otherwise necessary or directed by any Environmental Agency. To the extent possible, City shall notify and seek approval from the RWQCB prior to undertaking any action to address the imminent threats to human health and the environment caused by the Contamination. Where prior notice to FMC is not possible, and City has commenced emergency action to address an imminent threat to human health or the environment caused by the Contamination, City shall notify FMC of the emergency action taken by City within twenty-four (24) hours of becoming aware of the imminent threat and thereafter cooperate with FMC to permit FMC to take control of the action to address the imminent threat. When prior notice to FMC is possible, City shall give FMC notice of the imminent threat within twenty-four (24) hours of becoming aware of the same. Following receipt of such notice, FMC shall undertake such emergency action as may be required by the RWQCB or applicable Environmental Agency to address the imminent threat.

5. Easements. Concurrently herewith the parties shall execute, acknowledge and cause to be recorded in the Official Records of Alameda County, California, an Easement Agreement and Memorandum of Right of Entry Agreement in the form attached hereto as Exhibit C ("**Easement Agreement**") whereby City shall grant FMC easements over the Park Parcel for (i) the installation, maintenance, operation, sampling, repair, replacement, removal and closure of monitoring wells, extraction wells, the Treatment Facility, the underground conveyance piping conveying the groundwater from the extraction wells to the Treatment Facility and any other monitoring or extraction wells and/or other remediation equipment and structures required in connection with the performance by FMC of Remedial Work and (ii) electrical, domestic water and storm water lines and pipelines necessary to maintain separate electrical, water and storm water drainage for the Treatment Facility (collectively, "**Easements**"). The Remediation Facilities currently located on the Park Parcel are shown on the Site Plan attached hereto as Exhibit B. All areas of the Park Parcel where Remediation Facilities are currently located as shown on Exhibit B are hereafter referred to as "**Easement Areas**."

6. Grant of Right of Entry. City hereby grants to FMC the right to enter onto the Park Parcel to access the Easement Areas and to perform any Remedial Work obligations which may be imposed on FMC with respect to the Park Parcel. The right of entry granted hereunder shall be subject to the terms and conditions set forth herein.

(a) If any Remedial Work obligation imposed on FMC after the Effective Date requires additional Remediation Facilities on the Park Parcel, City hereby agrees to amend or expand the Easements as may be reasonably necessary to include such additional portions of the Park Parcel as may be necessary for the installation, operation, sampling, maintenance, repair, replacement, closure and removal of additional Remediation Facilities. The areas of the Park Parcel subject to such amended or expanded easements shall be deemed "**Easement Areas**". FMC shall consult and cooperate with City to locate any additional or future (or relocate any existing) Remediation Facilities in a location on the Park Parcel that does not unreasonably interfere with the park use of the Park Parcel while at the same time satisfying the requirements of the RWQCB or other Environmental Agency imposing the Remedial Work obligation and allowing FMC to install and operate such facilities in a cost-efficient manner. Pursuant to the right of entry granted hereunder, FMC, its employees, agents, contractors and authorized representatives of the RWQCB or other Environmental Agency, may enter onto the Park Parcel with tools and equipment as may be reasonably necessary to perform Remedial Work, including the installation, maintenance, sampling, repair, replacement, closure, and removal of the Remediation Facilities on the Park Parcel. FMC and the City shall cooperate in determining portions of the park to be closed where such work is occurring as may be necessary to ensure the safety of park users. Immediately upon completion of the installation of any

additional Remediation Facilities, FMC shall remove all debris generated by such installation and restore the Park Parcel, to the maximum extent possible, to a neat and clean condition consistent with the surrounding park and park improvements, and to return the park to its original condition.

(b) With respect to routine sampling of any wells and maintenance and repair of the Remediation Facilities that will not disturb the surface of the Park Parcel, FMC shall provide City with seven (7) days' notice of such entry. If any additional Remediation Facilities are required to be placed on the Park Parcel, FMC shall give City at least thirty (30) days written notice in accordance with Section 13 hereof prior to entry onto the Park Parcel for the installation, replacement, closure and removal of Remediation Facilities or major repairs thereto that will involve disturbance of the surface of the Park Parcel. If an emergency involving the Remediation Facilities occurs, FMC may enter without prior notice to the extent prior notice is not possible, but shall provide notice to the City promptly thereafter.

7. Compliance With Obligations. In any action under this Agreement where the rights of the parties are at issue, and those rights are dependent on whether or not FMC has complied with the requirements of any Remedial Work obligation, written determinations by the RWQCB or the Environmental Agency, as appropriate, shall be considered conclusive proof with respect to the compliance status of FMC, with respect to matters and timeframes which are the subject of such determination.

8. Indemnity. FMC shall indemnify, defend, and hold harmless City from any claim, demand, loss, cost, damage, suit, judicial or administrative proceeding, liability, judgment, penalty, fine, deficiency, order, or expense, including consultants and attorneys' fees ("**Losses**"), arising from or related to:

(a) Performance by or on behalf of City of any Remedial Work required by a City Directive or of any emergency action as set forth in and subject to Section 4(a); provided, however, that the foregoing indemnity shall not include Losses to the extent resulting from failure by the City or any party acting on the City's behalf to comply with the notice requirements in Section 4(a) and/or the LUC, the Risk Management Plan, the Easement Agreement or any applicable Hazardous Materials Laws;

(b) Any cost recovery claim by the RWQCB or another Environmental Agency relative to the performance of Remedial Work or other remediation of Contamination;

(c) Any claim by a third party with regard to cost recovery for actual costs of remediation of Contamination migrating from the Park Parcel;

(d) Claims for bodily injury or property damage to the extent caused by the Contamination on the Park Parcel;

(e) Claims for bodily injury or property damage related to or arising from the Remedial Work or other activities on the Park Parcel to the extent caused by FMC or its employees, agents and contractors, including, without limitation, damage to any park improvements on the Park Parcel resulting from such activities;

(f) Costs to install, maintain, repair, replace and remove any Remediation Facilities, including the Park Remediation Facilities, to the extent such actions are required of City by the RWQCB or another Environmental Agency; and

(g) Fines and penalties imposed on the City by the RWQCB or any Environmental Agency as a result of Contamination.

In no event shall FMC have any liability to City for any consequential damages or inability to use the Park Parcel or any part thereof or for any purposes due to (i) the mere existence of the any residual Contamination on the Park Parcel, (ii) any Remedial Work required or conducted in accordance with this Agreement, or (iii) any of the matters subject to the foregoing indemnity. FMC shall not seek reimbursement or payment from the City for any of the costs subject to FMC's indemnity obligation herein and waives any right it may otherwise have under applicable law to statutory or equitable contribution from the City for such costs. FMC's indemnity under this Section 8 shall survive in perpetuity.

9. Defense of Claim. City shall give prompt written notice to FMC of any claim giving rise to the indemnity obligations of FMC hereunder. FMC shall defend the claim with counsel reasonably acceptable to City. Subject to ethical rules of conflict of interest, FMC shall at all times have the right to lead and conduct the defense of the claim. FMC shall not settle a claim without the prior written approval of City. Notwithstanding the foregoing, if FMC presents a settlement offer to City in which the cost of settlement is entirely borne by FMC, and which settlement does not otherwise prejudice the City or is not contrary to laws governing political subdivisions in California, and City does not agree to accept the settlement, then City shall be liable for the portion of any judgment above the settlement offer and any additional costs and attorney's fees that may accrue from City's determination to continue with such litigation. In such event, the City would have the right to take control of such litigation on its own behalf, but not on behalf of the other parties to the litigation. City shall not be liable for the cost of any additional judgment against FMC above the settlement amount if FMC is able, separately, to settle the litigation against FMC.

10. Duration of Obligations. This Agreement shall terminate upon the date that is ten (10) years after the date that the last Environmental Agency requiring Remedial Work permits the discontinuance thereof. Each covenant, agreement and obligation contained in this Agreement shall remain effective until such date. Permission to discontinue Remedial Work shall be evidenced by an "Acknowledgment of Termination", "no further action letter" or other written communication from the applicable Environmental Agency. Notwithstanding the foregoing, the provisions at Section 4 and 8 shall survive in perpetuity.

11. Attorneys' Fees. If either party brings an action or proceeding against the other to enforce or interpret any term or condition hereof, the party prevailing in such action or proceeding shall be entitled to receive from the party not prevailing its reasonable attorneys' fees, costs and expenses of suit as determined by the court.

12. Consent to Jurisdiction. FMC and City consent to the exercise of jurisdiction by any federal or state court in California, and consent to venue in the United States District Court for the Northern District of California and the Superior Court of the State of California for the County of Alameda.

13. Notices. All notices, demands, requests and other communications required hereunder (i) shall be in writing, (ii) shall be deemed to be duly given if mailed by United States registered or certified mail, with return receipt requested, postage prepaid, or by United States

Express Mail, or if sent by an overnight delivery service providing evidence of receipt or if personally served, and the same is sent to a party at its address set forth below:

If to FMC: FMC Corporation
2929 Walnut Street
Philadelphia, PA 19104
Attention: Director, EHS, Remediation & Governance

With a Copy to: FMC Corporation
2929 Walnut Street
Philadelphia, PA 19104
Attention: EHS Counsel

To City: City of Newark

With a Copy to: _____

Notices will be effectively served upon personal delivery, or if mailed or sent by overnight delivery service, upon receipt or refusal to accept delivery. Any party may designate a change of address by written notice to the others given at least ten (10) days before such change of address is to become effective.

14. Insurance. [PLACEHOLDER] CITY NEEDS TO INSERT

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15. Severability. If any clause or provision herein contained operates or would prospectively operate to invalidate this Agreement in whole or in part, then such clause or provision shall be held for naught as though not contained herein, and the remainder of this Agreement shall remain operative and in full force and effect.

16. Modification. This Agreement may not be modified, amended or otherwise changed in any manner, except by a written amendment executed by both City and FMC, or their respective successors in interest.

17. Controlling Laws. This Agreement shall be governed by, and construed in accordance with, the laws of the State of California.

18. Effect on Third Parties. The rights, benefits and obligations conferred hereunder are for the benefit of the parties hereto and not for the benefit of any third party.

19. Entire Agreement. This Agreement constitutes the entire agreement of the parties with respect to the specific subject matter hereof, and all prior negotiations, agreements and understandings between FMC and City with respect to the specific subject matter hereof are merged into this Agreement.

20. Counterparts. This Agreement may be executed in counterparts, all of which together constitute one and the same agreement.

21. Assignment. This Agreement may not be assigned without the express written consent of the non-assigning Party, which consent shall not be unreasonably withheld.

[The remainder of this page intentionally left blank.]

IN WITNESS WHEREOF, FMC and City have executed this Environmental Restriction and Right of Entry Agreement as of the date first above written.

“FMC”

FMC CORPORATION, a Delaware corporation

By: _____
Name: _____
Title: _____

“CITY”

CITY OF NEWARK,

A California municipal corporation

By: _____
Name: _____
Its: _____

EXHIBIT A

LEGAL DESCRIPTION OF PARK PARCEL

EXHIBIT B

SITE PLAN

EXHIBIT E
EASEMENT AGREEMENT

RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:

FMC Corporation
2929 Walnut Street
Philadelphia, PA 19104
Attn: EHS Counsel

SPACE ABOVE THIS LINE FOR RECORDER'S USE

**ENVIRONMENTAL RESTRICTION, EASEMENT AGREEMENT
AND MEMORANDUM OF RIGHT OF ENTRY**

This Environmental Restriction, Easement Agreement and Memorandum of Right of Entry ("**Agreement**") is entered into as of _____, 20____, by and between FMC CORPORATION, a Delaware corporation ("**FMC**") and the CITY OF NEWARK, a California municipal corporation ("**City**").

RECITALS

A. City is the owner of that certain real property located in the City of Newark, County of Alameda, State of California, more particularly described in Exhibit A attached hereto ("**Park Parcel**").

B. As of the Effective Date, City obtained fee title to the Park Parcel from FMC pursuant to that certain Park Agreement effective as of _____, 2019 by and among City, FMC and _____, and that Irrevocable Conditional Offer of Dedication dated _____, 2019 by FMC to the City ("**IOD**").

C. The Park Parcel is subject to that certain Site Cleanup Requirements Order No. R2-2015-0017 issued by the California Regional Water Quality Control Board, San Francisco Bay Region ("**RWQCB**") on May 21, 2015 ("**RWQCB Order**"). Soil and groundwater beneath the Park Parcel has been adversely impacted as a result of former industrial operations on the Park Parcel. A summary of prior industrial use and soil and groundwater impacts to the Park Parcel can be found within the Park Redevelopment Area Remedial Investigation Report dated July 31, 2017 prepared by ERM for FMC and posted at <http://geotracker.waterboards.ca.gov> ("**RI Report**").

D. Pursuant to the RWQCB Order, FMC has undertaken soil and shallow groundwater remediation pursuant to that certain Park Feasibility Study/Remedial Action Plan approved by the RWQCB on _____. In addition, FMC, in accordance with the RWQCB Order, has undertaken and is continuing groundwater remediation on the Park Parcel through a groundwater remediation system consisting of a groundwater treatment facility ("**Treatment Facility**"),

monitoring and extraction wells and related piping (“collectively, “**Remediation Facilities**”). The location of the Remediation Facilities is more particularly shown on the Site Plan attached hereto as Exhibit B (“**Site Plan**”).

E. Pursuant to the Park Agreement and the IOD, the parties have agreed to enter into this Agreement to (i) establish certain restrictions on the use of the Property, (ii) set forth the terms and conditions upon which City shall grant an easement over the Property to FMC for the purposes specified herein and (iii) provide notice of the Right of Entry Agreement of even date herewith entered into by City and FMC with respect to the Property.

NOW, THEREFORE, for valuable consideration, receipt of which is hereby acknowledged, City and FMC hereby agree as follows:

1. Definitions. In addition to the terms defined where first appearing in this Agreement, the following terms, as used in the Agreement, shall be defined as follows:

(a) “**Contamination**” shall mean those certain impacts to the environment, including to soil and groundwater caused by Hazardous Materials (i) known to exist at, on, under or migrating from the Park Parcel as of the Effective Date of this Agreement, which known Hazardous Materials are more particularly described in the RI Report and (ii) any other Hazardous Materials, whether known or unknown, that are present in the soil or groundwater at the Park Parcel as of the date of this Agreement due to or resulting from the activities of FMC.

(b) “**Environmental Agency**” shall mean the RWQCB and/or any other federal, state or local governmental agency (including the City of Newark, but only acting in its regulatory capacity pursuant to applicable laws and statutes) charged with enforcing Hazardous Materials Laws and having jurisdiction over the Park Parcel.

(c) “**Hazardous Materials Laws**” shall mean any federal, state, or local law, ordinance, statute, code, rule, order or decree now in effect or hereafter promulgated relating to (a) the treatment, storage or disposal of Hazardous Materials, or (b) the emission, discharge, release, or threatened release, use, registration or licensing of Hazardous Materials or otherwise governing any Remedial Work obligation of FMC with respect to the Park Parcel, as such laws may be amended from time to time.

(d) “**Hazardous Materials**” shall mean any pollutant, contaminant, oil, petroleum, or chemical gasses, liquids or solids that constitute hazardous substances, liquid or gaseous products that constitute hazardous substances, or any other types of hazardous waste or substances as those terms are used in any federal, state or local law regulating such substances, including, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, 42 U.S.C. section 9601, et seq., as amended, the Clean Water Act, 33 U.S.C. sections 1251 et seq., the Clean Air Act, 42 U.S.C. sections 7401 et seq., the Resource Conservation and Recovery Act, 42 U.S.C. section 6901 et seq, the Toxic Substances Control Act, as amended, 15 U.S.C. et seq, and any other such law with regard to environmental contamination or protection, and their California state law analogs, as such laws may be amended from time to time.

(e) "LUC" shall mean that certain Covenant and Environmental Restriction executed by FMC in favor of the RWQCB and recorded against the Park Parcel on _____, as Document No. _____ in the Official Records of Alameda County, California.

(f) "**Remedial Work**" shall mean any investigation, remediation, mitigation, monitoring, reporting, and other obligation imposed upon FMC by the RWQCB pursuant to the RWQCB Order, by another Environmental Agency or under any Hazardous Materials Law, relating to the Contamination. Remedial Work does not include any activities undertaken by the City or any other party on the Park Parcel that are subject to the LUC and/or the Risk Management Plan, except as for Remedial Work undertaken by City in compliance with Sections 4(a) or 4(b) of the Right of Entry Agreement.

(g) "**Right of Entry Agreement**" shall mean that certain Right of Entry Agreement and Easement of even date herewith executed by City and FMC.

(h) "**Risk Management Plan**" shall mean that certain Risk Management Plan approved by the RWQCB that provides guidelines for the implementation of the LUC and the management of soil and shallow groundwater during construction and other activities that penetrate the surface of the Park Parcel.

All other defined terms used in this Agreement shall be defined where first appearing in this Agreement.

2. Restriction on Use of Property. As additional consideration to FMC for dedication of the Park Parcel, and due to the environmental condition of the Park Parcel described in the recitals above, City covenants to FMC as follows:

(a) The Park Parcel shall not be used for any purpose other than a public park and ancillary uses such as restrooms, utilities, driveways and parking.

(b) No building constructed on the Park Parcel shall be used for human residential habitation.

(c) The Park Parcel may not be transferred, assigned or conveyed by the City except to a public entity successor to the City that expressly agrees to and assumes all of the rights and obligations of the City. City shall not transfer the Park Parcel to a homeowners association or other private entity.

[additional restrictions may be added upon completion of the subterranean remediation facilities.]

City acknowledges that the foregoing covenants are reasonably necessary to protect present or future human health or safety or the environment as a result of the presence of the Contamination on the Park Parcel.

3. Easement.

(a) Grant of Easement. City hereby grants to FMC an easement over the Easement Areas described below for the (i) installation, maintenance, operation, sampling, repair, replacement, removal and closure of monitoring wells, extraction wells, the Treatment Facility, the underground conveyance piping conveying the groundwater from the extraction wells to the Treatment Facility and any other monitoring and extraction wells and/or remediation equipment and structures required in connection with the performance by FMC of Remedial Work, and any other remediation equipment and structures required in connection with the performance by FMC of the Remedial Work (collectively, "**Remediation Facilities**") and (ii) electrical, domestic water and storm drain lines and pipelines necessary to maintain separate electrical, domestic water and storm drain service to the Remediation Facilities, together with the right of ingress and egress over the Park Parcel for access to such Remediation Facilities. The Remediation Facilities currently located on the Park Parcel are shown on the Site Plan attached hereto as **Exhibit B**. The easement granted herein shall encumber all areas of the Park Parcel where Remediation Facilities are currently located as shown on the Site Plan (collectively, the "**Easement Areas**"). Pursuant to the Right of Entry Agreement, City has granted FMC the right to enter onto the Park Parcel to perform any Remedial Work obligation imposed upon FMC by the RWQCB under the RWQCB Order or by another Environmental Agency relating to the Contamination. The easements and right of entry granted hereunder shall be subject to the terms and conditions set forth herein.

(b) Right of Entry. Pursuant to the terms and conditions of the right of entry granted hereunder and subject to compliance with the notice provisions of Section 3(e) hereof, FMC, its employees, agents, contractors and authorized representatives of the RWQCB or other Environmental Agency, may enter onto the Park Parcel with tools and equipment as may be reasonably necessary for the installation, maintenance, operation, sampling, repair, replacement, removal and closure of the Remediation Facilities within the Easement Areas or for the performance of any Remedial Work. FMC shall conduct all activities pursuant to this Agreement in a manner that does not unreasonably interfere with City's use of the Property as a public park.

(c) Additional Easement. If after the date hereof, any Remedial Work obligation is imposed on FMC with respect to the Park Parcel that requires FMC to install additional Remediation Facilities or modify existing Remediation Facilities on the Park Parcel, or if FMC requires an additional easement to use the Remediation Facilities, City and FMC shall amend this Easement Agreement by written recordable instrument to grant FMC easements over, expand the Easement Areas or modify the Easement Areas to include such additional portions of the Park Parcel as may be necessary for the installation, maintenance, operation, sampling, repair, replacement, removal and closure of additional Remediation Facilities. Such amendment shall substitute a new Site Plan for **Exhibit B** to show the location of the modified Remediation Facilities. The areas of the Park Parcel subject to such amended or expanded easements shall be deemed "**Easement Areas**" for purposes of this Agreement. FMC shall consult and cooperate with City to locate any additional Remediation Facilities in a location on the Park Parcel that does not unreasonably interfere with City's use of the Park Parcel as a public park while at the same time satisfying the requirements of the RWQCB or other Environmental Agency requiring the installation of such additional or modified Remediation Facilities and allowing FMC to operate such additional or modified Remediation Facilities in a cost-efficient manner. Any above-ground Remediation Facilities shall be fenced, at FMC's expense, and all wells located in driveways or

parking areas shall have traffic-resistant well covers. FMC and the City shall cooperate in determining portion of the park to be closed where such work is occurring as may be necessary to ensure the safety of park users. Immediately upon completion of the installation of any additional Remediation Facilities, FMC shall remove all debris generated by such installation and restore the Park Parcel to a condition consistent with the park and surrounding park improvements.

(d) Removal of Remediation Facilities. When the RWQCB or other Environmental Agency requiring operation of the Remediation Facilities on the Park Parcel permits FMC to cease operation of such Remediation Facilities or portions thereof and to close the same, FMC shall promptly initiate the process to obtain all necessary permits and approvals for such closure. FMC shall (i) remove the above-ground portion of the applicable Remediation Facilities and all above-ground related equipment, and (ii) properly abandon in place all wells and associated underground piping subject to such closure in accordance with all applicable laws, statutes, ordinances or regulations. All closure work shall be performed in a manner that does not unreasonably interfere with the use of the park. City agrees to close portions of the park subject to the closure work for the safety of park users. All damage to the Park Parcel caused by the removal of the Remediation Facilities and the closure of the wells or associated underground piping shall be repaired by FMC to a neat and clean condition consistent with the park and surrounding park improvements.

(e) Notice of Entry. With respect to routine sampling of any wells and maintenance and repair of the Remediation Facilities that will not disturb the surface of the Property, FMC shall provide City with seven (7) days' written notice of such entry onto the Park Parcel for such purposes. If any additional Remediation Facilities are required to be placed on the Park Parcel, FMC shall give City at least thirty (30) days written notice prior to entry onto the Park Parcel for the installation, replacement, closure and removal of Remediation Facilities or major repairs thereto that will involve disturbance of the surface of the Park Parcel. If an emergency involving the Remediation Facilities occurs, FMC may enter without prior notice but shall provide notice to the City promptly thereafter.

4. Term. The covenants in Section 1 hereof shall run in perpetuity. The term of the easement granted herein and the right to enter the Park Parcel to perform Remedial Work granted herein shall terminate upon the date that is ten (10) years after the date the last Environmental Agency requiring Remedial Work permits the discontinuance thereof. Permission to discontinue Remedial Work shall be evidenced by an "Acknowledgment of Termination", "no further action letter" or other written communication from the applicable Environmental Agency. Prior to the termination date, FMC shall have removed all of the Remediation Facilities in accordance with Section 3(d) above. Within forty-five (45) days after FMC has removed all of the Remediation Facilities, FMC shall execute and record in the Official Records of Alameda County, California, a quitclaim deed quitclaiming to City all of FMC's easements over the Easement Areas on that portion of the Park Parcel which is the subject of such "Acknowledgment of Termination," "no further action letter" or other written notice from the Environmental Agency requiring Remedial Work on the Park Parcel.

5. Incorporation of Right of Entry. The Right of Entry Agreement is hereby incorporated into this Agreement by reference. This Agreement is not a complete summary of the provisions of the Right of Entry Agreement or the rights of City and FMC thereunder. This

Agreement is in no way intended to modify or supersede the Right of Entry Agreement and, if there is a conflict between this Agreement and the Right of Entry Agreement, the Right of Entry Agreement shall control.

6. Notice. All notices, demands, requests and other communications required hereunder (i) shall be in writing, (ii) shall be deemed to be duly given if mailed by United States registered or certified mail, with return receipt requested, postage prepaid, or by United States Express Mail, or if sent by an overnight delivery service providing evidence of receipt or if personally served, and the same is sent to a party at its address set forth below:

If to FMC:	FMC Corporation 2929 Walnut Street Philadelphia, PA 19104 Attention: Director, EHS, Remediation and Governance
With a Copy to:	FMC Corporation 2929 Walnut Street Philadelphia, PA 19104 Attention: EHS Counsel
To City:	City of Newark 37101 Newark Boulevard Newark, CA 94560 Attn: City Manager

Notices will be effectively served upon personal delivery, or if mailed or sent by overnight delivery service, upon receipt or refusal to accept delivery. Any party may designate a change of address by written notice to the others given at least ten (10) days before such change of address is to become effective.

7. Environmental Covenant. FMC and City intend that Section I of this Agreement shall constitute a covenant that burdens the Property and is binding on City for the benefit of FMC in accordance with California Civil Code Section 1471 (“**Environmental Covenant**”). All provisions, covenants, conditions and obligations in the Environmental Covenant shall inure to the benefit of FMC and shall be binding upon City for the benefit of FMC. Each covenant of City in the Environmental Covenant to do or refrain from doing an act related to the use of the Property is reasonably necessary to protect present or future human health or safety or the environment as a result of Hazardous Materials on the Property.

8. Enforcement of Covenant. FMC shall have the right to enforce the Environmental Covenant. In the event of any violation or threatened violation by City, then FMC shall have the right to enjoin such violation or threatened violation and to bring an action for declaratory relief in a court of competent jurisdiction. In addition, in the event of a breach of the Environmental Covenant by City, then FMC may institute legal action against City for specific performance, damages or any other remedy provided by law or in equity. Exercise of one remedy shall be deemed to preclude exercise of other remedies for the same default and all remedies available to FMC may be exercised cumulatively.

9. Severability. If any clause or provision herein operates or would prospectively operate to invalidate this Agreement in whole or in part, then such clause or provision shall be held for naught as though no contained herein, and the remainder of this Agreement shall remain operative and in full force and effect.

10. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their successors and assigns.

11. Amendment. This Agreement may not be modified, amended or otherwise changed in any manner except by a written amendment executed by both City and FMC, or their respective successors-in-interest.

12. Entire Agreement. This Agreement constitutes the entire agreement of the parties with respect to the specific subject matter hereof, and all prior negotiations, agreements and understandings between FMC and the City with respect to the specific subject matter hereof are merged into this Agreement.

13. Governing Law. This Agreement shall be governed and construed in accordance with the laws of the State of California.

14. Counterparts. This Agreement may be executed in counterparts, all of which together constitute one and the same agreement.

[the remainder of this page is left blank]

IN WITNESS WHEREOF, FMC and City have executed this Environmental Restriction, Easement Agreement and Memorandum of Right of Entry Agreement as of the date first above written.

Date: _____

CITY:
CITY OF NEWARK,
a California municipal corporation

By: _____

Date: _____

Approved as to form:

By: _____

Date: _____

FMC:

FMC CORPORATION
a Delaware corporation

By: _____

Name: _____

Title: _____

A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA

ss.

COUNTY OF _____

On _____, before me, _____, Notary Public, 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)

A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA

ss.

COUNTY OF _____

On _____, before me, _____, Notary Public, 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)

A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA

ss.

COUNTY OF _____

On _____, before me, _____, Notary Public, 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

Legal Description of Property

EXHIBIT B
Site Plan/Easement Areas

EXHIBIT F

Irrevocable Offer of Dedication

RECORDING REQUESTED BY AND
WHEN RECORDED RETURN TO:

Attn: _____

(Space Above For Recorder's Use)

This Irrevocable Offer of Dedication is recorded at the request and for the benefit of the City of Newark and is exempt from the payment of a recording fees pursuant to Government Code Section 27383.

IRREVOCABLE CONDITIONAL OFFER OF DEDICATION

THIS IRREVOCABLE CONDITIONAL OFFER OF DEDICATION (the "IOD") is made this _____ day of _____, 201_, by FMC Corporation, a Delaware corporation ("Grantor") in favor of the CITY OF NEWARK, a California municipal corporation ("City").

RECITALS

A. Grantor is the legal owner of a fee interest in certain real property located in the City of Newark, County of Alameda, State of California, as depicted on Exhibit A attached hereto (the "Park Parcel").

B. Grantor is under contract with The Parcel C Project Owner, LLC ("Builder") to acquire Grantor's real property located adjacent to the Park Parcel (the "Enterprise Parcel") for a residential development. City has conditioned Builder's residential development on the Enterprise Parcel on Grantor's dedication of the Park Parcel to the City for public park use ("Park Condition").

C. Grantor, City and Builder are parties to that certain Park Agreement, dated December __, 2018 which document is on file with the City Clerk of the City of Newark (the "Park Agreement"). The Park Agreement sets forth the terms and conditions on which Grantor shall dedicate and deliver the Park Parcel to the City for use as a public park in order to satisfy the Park Condition.

D. Grantor desires to provide this IOD to dedicate the Park Parcel to the City for use as a public park subject to the conditions and terms set forth herein.

A G R E E M E N T

NOW, THEREFORE, Grantor and City agree as follows:

1. Irrevocable Conditional Offer. Grantor irrevocably offers for dedication in fee simple the Park Parcel to the City, which offer is subject to satisfaction of the conditions and the terms set forth in this IOD and the Park Agreement. City may accept this IOD only if and when the conditions to Grantor's delivery of the Park Parcel to the City set forth in the Park Agreement and this IOD have been satisfied.

2. Park Delivery Conditions.

(a) Soil and groundwater on the Park Parcel has been impacted by former industrial operations on the Park Parcel. The Park Parcel is subject to Site Cleanup Requirements Order No. R2-2015-0017 issued by the California Regional Water Quality Control Board, San Francisco Bay Region ("**RWQCB**") on May 21, 2015 ("**RWQCB Order**"). Pursuant to the RWQCB Order, Grantor has conducted extensive investigation and remediation of soil and groundwater contamination on, at and under the Park Parcel. Grantor is required to undertake soil and shallow groundwater remediation on the Park Parcel in accordance with plans subject to the approval of the RWQCB. In addition, Grantor will continue to remediate Newark aquifer groundwater contamination through a groundwater remediation system consisting of extraction and monitoring wells and a treatment facility on the Park Parcel. Accordingly, this IOD is subject to, and City may not accept this IOD, until all of the following conditions have been satisfied ("**Park Delivery Conditions**"):

(i) The Union Sanitary District ("**USD**") existing force mains located within the Park Parcel shall have been relocated. This condition shall be satisfied when (i) the existing USD force mains have been relocated into a new easement granted by Grantor and accepted by USD; (ii) the replaced force mains have been abandoned in place by USD; and (iii) USD shall have quitclaimed to Grantor the portion of the existing USD easement containing the abandoned portion of the force mains such that Grantor has access to such quitclaimed area to perform soil remediation in accordance with the Soil FS/RAP (as defined below) approved by the RWQCB.

(ii) Grantor shall have received all regulatory approvals from the RWQCB to implement the following proposals for soil, shallow groundwater and Newark Aquifer remediation on the Park Parcel: (A) the Soil and Shallow Groundwater Feasibility Study/Remedial Action Plan for soil and shallow groundwater remediation ("**Soil FS/RAP**") and (B) the Newark Aquifer Feasibility Study/Remedial Action Plan ("**Newark Aquifer FS/RAP**") for continued groundwater remediation associated with the Newark Aquifer.

(iii) Grantor shall have completed soil remediation of the Park Parcel as evidenced by the RWQCB issuing a written concurrence that Grantor has satisfactorily completed soil remediation on the Park Parcel pursuant to the Soil FS/RAP.

(iv) Grantor shall have completed installation and/or relocation of the existing groundwater treatment facility, extraction wells, related piping and equipment and

monitoring wells for groundwater monitoring and remediation in accordance with the Newark Aquifer FS/RAP approved in writing by the RWQCB.

(v) To the extent required under applicable subdivision law, Builder shall have processed and with Grantor's consent recorded a lot line adjustment or parcel map creating a separate legal parcel for the Park Parcel.

(vi) The Park Improvements have been completed in compliance with the Approved Park Plans; provided, however, that the condition for acceptance of the IOD in this Section 2(a)(vi) shall in any event be deemed satisfied and City shall accept the IOD and fee title to the Park Parcel shall be transferred to the City not later than the date that is eighteen (18) months after the last of the Park Delivery Conditions have been satisfied even if Builder has not begun or completed the Park Improvements.

(b) Title to Park Parcel. This IOD is made subject to, and fee title to the Park Parcel shall be subject to, (i) that certain Covenant and Environmental Restriction ("LUC") executed by Grantor in favor of the RWQCB substantially in the form of Exhibit D to the Park Agreement and recorded prior to the date of City's acceptance of this IOD, (ii) the Risk Management Plan referenced in the LUC, and (iii) the Right of Entry Agreement and Easement ("**Right of Entry Agreement**") and the Environmental Restriction, Easement Agreement and Memorandum of Right of Entry Agreement ("**Easement Agreement**") in substantially the forms attached as Exhibit E to the Park Agreement. City's acceptance of this IOD shall be conditioned upon Grantor and City executing and delivering the Right of Entry Agreement and Easement Agreement and causing the Easement Agreement to be recorded concurrently with City's acceptance of this IOD. In addition, title to the Park Parcel shall be subject to all other matters of record as of the date of City's acceptance of this IOD except the Park Parcel shall be free and clear of any monetary encumbrances other than the lien of non-delinquent real property taxes and assessments not yet due and payable. Subject to the foregoing, City shall accept this IOD and fee title to the Park Parcel with all faults, in an "as-is", "where-is" condition without representation or warranty by Grantor as to the condition of the Park Parcel; provided, however, that Grantor shall remain responsible for its obligations under the Right of Entry Agreement and the Easement Agreement.

(c) City Acceptance of IOD. Upon satisfaction of the Park Delivery Conditions, Builder's completion of the Park Improvements and City's receipt of the Park Certification from the Builder's Civil Engineer, City shall accept this IOD and title to the Park Parcel shall transfer to City. Notwithstanding the foregoing, if the Park Improvements have not been completed within eighteen (18) months after the last of the Park Delivery Conditions have been satisfied, then pursuant to Section 3.6 of the Park Agreement, then City shall accept this IOD within ten (10) days after the expiration of said eighteen (18) month period and fee title to the Park Parcel shall transfer to City. If by July 1, 2026, the Park Delivery Conditions have been satisfied but the Park Improvements have not been completed, then City shall accept this IOD within ten (10) days after said date and fee title shall transfer to the City. In all cases where the City accepts this IOD, fee title to the Park Parcel shall transfer to City subject to Sections 5 and 6 of the Park Agreement.

(d) Revocation and Termination Of Offer. If the Park Delivery Conditions have not been satisfied by the Park Delivery Date, as said date may be extended pursuant to the Park Agreement, or notwithstanding any such extension, if the Park Delivery Conditions have not been satisfied by July 1, 2026, and City seeks payment of the Park Delivery Bonds, then notwithstanding anything herein to the contrary, this IOD shall be automatically revoked and terminated and of no further force and effect. Within thirty (30) days thereafter, City shall execute and deliver to Grantor for recordation a quitclaim deed quitclaiming to Grantor any and all rights City may have under this IOD with respect to the Park Parcel.

(e) Acceptance. City's acceptance of this IOD shall be evidenced by written resolution of the City Council accepting this IOD, which shall be recorded in the Official Records of Alameda County, California.

3. Satisfaction of Park Requirement. This IOD will fully satisfy the Park Condition and any obligations with respect to payment of park fees, dedication of land and any other obligation with respect to parks and/or open space with respect to residential developments on both the Enterprise Parcel and Grantor's adjacent real property known as the "Willow Parcel" located adjacent to the Park Parcel as shown on Exhibit A.

4. No Implied Dedication or Right in Public. This IOD shall not be used or construed to allow anyone, prior to acceptance of the offer to dedicate, to obtain any rights of public use over the Park Parcel.

5. Duration, Acceptance and Transferability. This IOD shall be binding upon the City and its heirs, assigns or successors in interest to the Park Parcel and shall not expire or terminate except as set forth herein or in the Park Agreement. Upon acceptance of this IOD by the City and recordation of acceptance of this IOD by the City, this IOD and terms, conditions and restrictions shall have the effect of a grant of a fee simple interest in the manner provided for herein.

6. Remedies. The Grantor and the City may pursue all equitable remedies to enforce the terms, conditions and restrictions of the IOD and their respective interests in the Park Parcel. In the event of a breach, any forbearance on the part of any such party to enforce the terms and provisions hereof shall not be deemed a waiver of enforcement rights regarding any subsequent breach.

7. Successors and Assigns. The terms, covenants, conditions, exceptions, obligations and reservations contained in this IOD shall be binding upon and inure to the benefit of the successors and assigns of both the Grantor and the City, whether voluntary or involuntary.

8. Severability. If any provision of this IOD is held to be invalid, or for any reason becomes unenforceable, no other provision shall be thereby affected or impaired.

9. No Conflict. This IOD shall be subject to all of the terms and conditions of the Park Agreement. In the event of any conflict between the Park Agreement and this IOD, the Park Agreement shall govern and control the intent and agreement of the parties hereto. All capitalized terms not otherwise defined herein shall have the meaning set forth in the Park Agreement.

Executed this _____ day of _____, 201_.

“Grantor”

FMC Corporation,
a Delaware corporation

By: _____
Name: _____
Title _____

“City”

CITY OF NEWARK,
a California municipal corporation

By: _____
Name: _____
Title _____

Attest:

APPROVED AS TO FORM

City Attorney

A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

Commonwealth of Pennsylvania)
County of Philadelphia)

On _____, before me, _____,
(insert name and title of the officer)

Notary Public, 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 Commonwealth of Pennsylvania that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____
(Seal)

A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of _____)

On _____, before me, _____,
(insert name and title of the officer)

Notary Public, 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
GENERAL DEPICTION OF PARK PARCEL
(See attached)

EXHIBIT "G"

DEFINITIONS

In addition to the terms defined where first appearing in this Agreement, the following terms, as used in the Agreement, shall be defined as follows:

1. **"Contamination"** shall mean those certain impacts to the environment, including to soil and groundwater caused by Hazardous Materials (i) known to exist at, on, under or migrating from the Park Parcel as of the Effective Date of this Agreement, which known Hazardous Materials are more particularly described in the Park Redevelopment Area Remedial Investigation Report dated July 31, 2017 submitted by FMC to the RWQCB and posted at www.geotracker.waterboards.ca.gov and (ii) any other Hazardous Materials, whether known or unknown, that are present in the soil or groundwater at the Park Parcel as of the date of this Agreement due to or resulting from the activities of FMC.
2. The **"Effective Date"** of this Agreement shall be that date that all of the following have occurred: (a) this Agreement has been executed by all Parties hereto; (b) the City Council of the City has approved the following with respect to Builder's proposed 192-unit residential project on the Enterprise Parcel: (1) RZ-18-9, a rezoning of an approximately 17.4-acre portion of Vesting Tentative Tract Map 8453 from Business and Technology Park (BTP) to Residential Medium Density with Form Based Code (RM-FBC) and Planned Development Overlay District (-PD) (to portions of APNs: 537-0852-001-02, 537-0852-002-02 and 537-0852-002-07) and rezoning of the Park Parcel from Business and Technology Park (BTP) to Park (PK) (to portions of 537-0852-001-02 and 537-0852-002-07); (2) TTM-18-16, Vesting Tentative Tract Map 8453; (3) P-18-8, a Planned Development Plan for a 192-unit residential project on a site located west of the intersection of Hickory Street and Enterprise Drive; and (4) E-18-10, approving and adopting an addendum to the Dumbarton Transit Oriented Development Specific Plan Environmental Impact Report and certifying that the previously approved EIR (state clearinghouse number 2010042012) addresses all the impacts of the proposed development; and all applicable statute of limitations, appeal or challenger periods with respect to the approval of the foregoing matters have expired within any claim, appeal or challenge having been filed.
3. **"Environmental Agency"** shall mean the RWQCB and/or any other federal, state or local governmental agency (including the City of Newark, but only acting in its regulatory capacity pursuant to applicable laws and statutes) charged with enforcing Hazardous Materials Laws and having jurisdiction over the Park Parcel.
4. **"Hazardous Materials Laws"** shall mean any federal, state, or local law, ordinance, statute, code, rule, order or decree now in effect or hereafter promulgated relating to (a) the treatment, storage or disposal of Hazardous Materials, or (b) the emission, discharge, release, or threatened release, use, registration or licensing of Hazardous Materials or otherwise governing any Remedial Work obligation of FMC with respect to the Park Parcel, as such laws may be amended from time to time.

5. **“Hazardous Materials”** shall mean any pollutant, contaminant, oil, petroleum, or chemical gasses, liquids or solids that constitute hazardous substances, liquid or gaseous products that constitute hazardous substances, or any other types of hazardous waste or substances as those terms are used in any federal, state or local law regulating such substances, including, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, 42 U.S.C. section 9601, et seq., as amended (“CERCLA”), the Clean Water Act, 33 U.S.C. sections 1251 et seq., the Clean Air Act, 42 U.S.C. sections 7401 et seq., the Resource Conservation and Recovery Act, 42 U.S.C. section 6901 et seq., the Toxic Substances Control Act, as amended, 15 U.S.C. et seq, and any other such law with regard to environmental contamination or protection, and their California state law counterparts, as such laws may be amended from time to time.

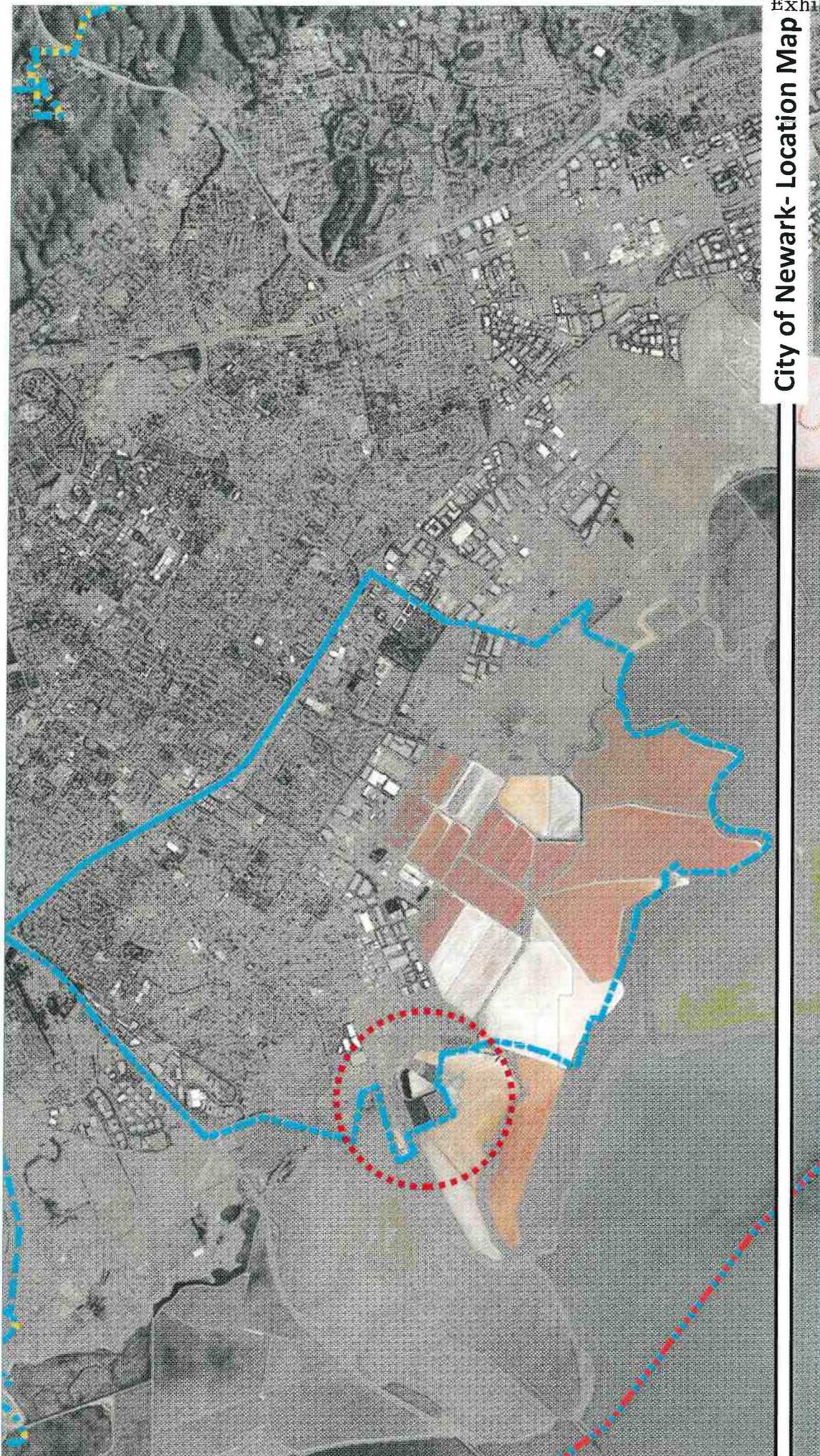
6. **“License”** shall mean the form of construction license agreed to by Builder and FMC in that certain Purchase and Sale Agreement dated July 13, 2018.

7. **“Remedial Work”** shall mean any investigation, remediation, mitigation, monitoring, reporting, and other obligation imposed upon FMC by the RWQCB pursuant to the RWQCB Order or by another Environmental Agency, or under any Hazardous Materials Law, relating to the Contamination. Remedial Work does not include any activities undertaken by the City or any other party on the Park Parcel that are subject to the LUC and/or the Risk Management Plan, except as provided in Section 4 of the Right of Entry Agreement.

8. **“Risk Management Plan”** shall mean that certain Risk Management Plan approved by the RWQCB that provides guidelines for the implementation of the LUC and the management of soil and shallow groundwater during construction and other activities that penetrate the surface of the Park Parcel.

9. All other defined terms used in this Agreement shall be defined where first appearing in this Agreement.

3096035.1



City of Newark- Location Map

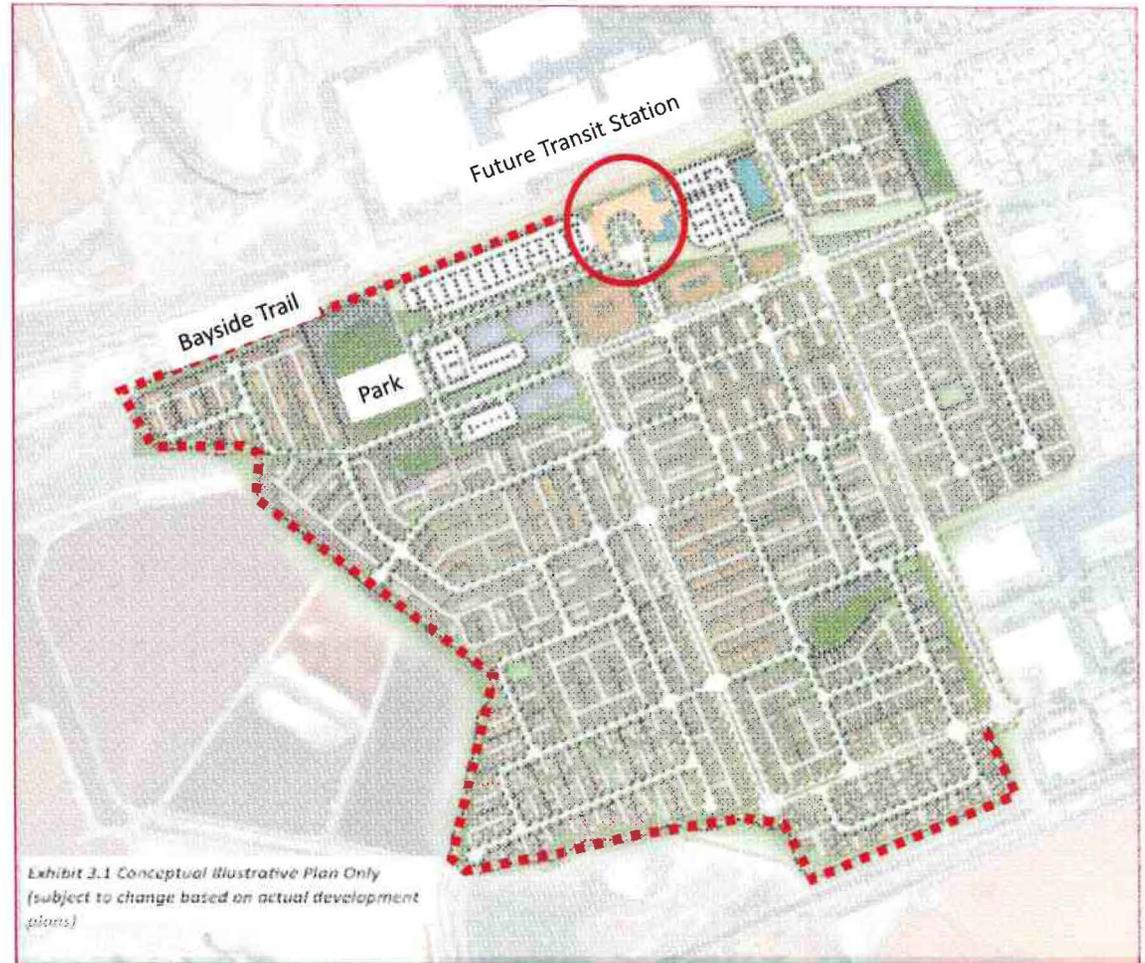
Dumbarton TOD Specific Plan

Potential development on approximately 205 acres of land

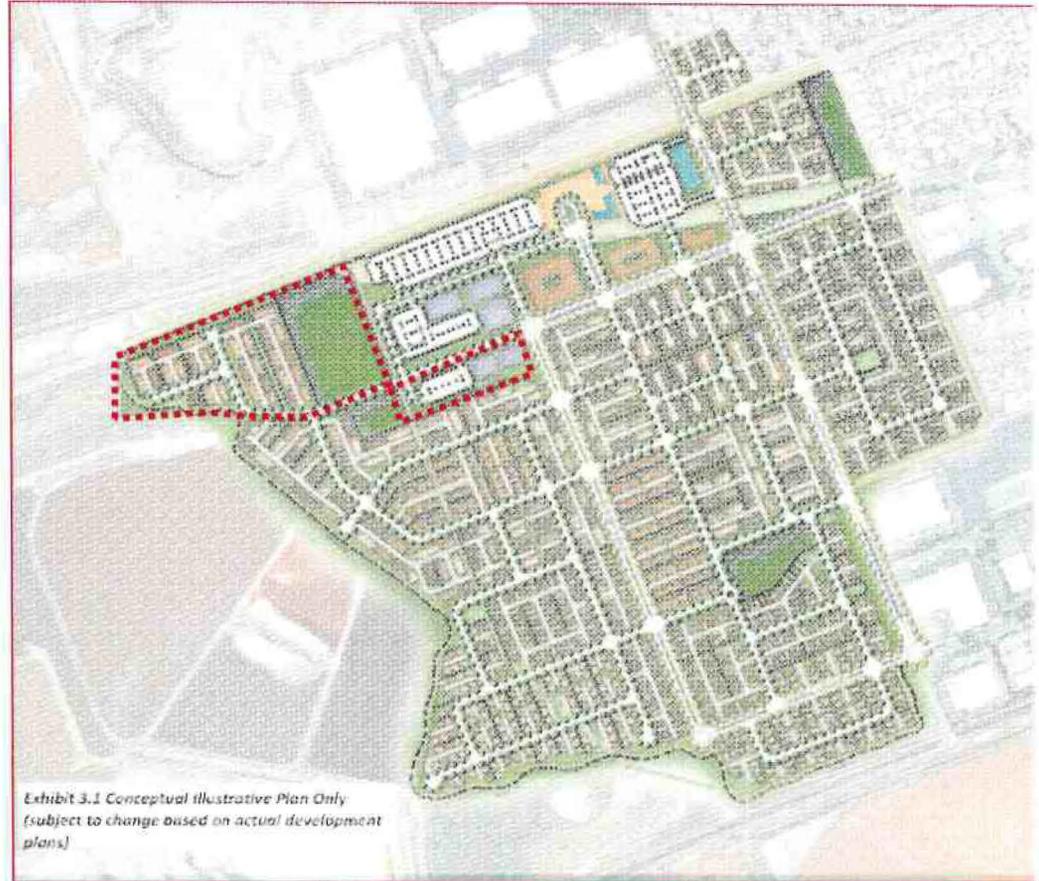
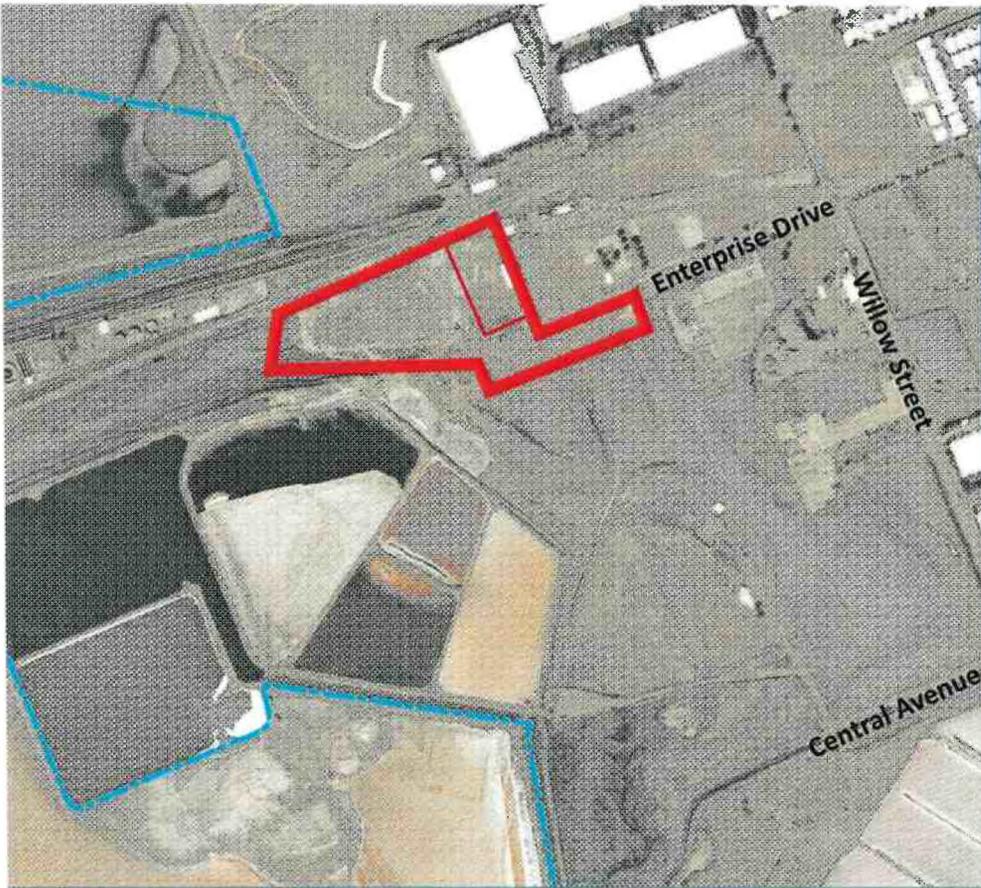
The Specific Plan included the following elements:

- **Future Transit Station**
- **Neighborhood Center**
- **2,500 units**
- **Necessary Infrastructure**
- **16-acres of parks including a community park and Bayside Trail**

The City of Newark (City) certified a Program Environmental Impact Report (PEIR) for the Dumbarton Transit Oriented Development (TOD) Specific Plan (State Clearinghouse No. 2010042012, July 2011).



Dumbarton TOD Specific Plan



**Total Area – 17.4 acres for residential development and 5-acres for a public park
192 residential units- all single family homes**

PLANNING AREA 2 (PA2): 4.65 ACRES



**PLANNING AREA 1 (PA1):
6.23 ACRES**

Site Summary

Unit Point: 001
 Net Usable Area: 13,412 SF
 Net Density: 14.01 UG/AC

Plan Type Summary

Plan Type	SG	Bed	Bath	Garage	Total Units	Total Area	Total Population
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PA 1 - 35' X 50' UA LANAI							
Net Usable Area:	2.23 AC					14,062,042	
Density:							
Plan 1	2,324	6	4	Standard	22	21%	69,208
Plan 2	2,287	4	3.5	Standard	29	21%	28,319
Plan 3	2,626	3	3.5	Standard	26	33%	48,762
					77	100%	147,289
PA 2 - UA BUNGALOW							
Net Usable Area:	2.28 AC					10,123,042	
Density:							
Plan 1	2,126	3	3.5	Standard	29	47%	71,229
Plan 2	2,203	4	3	Standard	19	24%	28,442
Plan 3	2,203	4	3.5	Standard	19	50%	47,263
Plan 4	2,263	3	3.5	Typ	33	29%	68,963
					79	100%	176,907
PA 3 - UA BUNGALOW							
Net Usable Area:	2.73 AC					11,261,042	
Density:							
Plan 1	2,126	3	3.5	Standard	24	25%	29,805
Plan 2	1,201	3	3	Standard	18	30%	33,418
Plan 3	2,016	4	3.5	Standard	15	30%	35,246
Plan 4	4,262	4	3.5	Typ	53	62%	118,000
					110	100%	116,479

PLANNING AREA 3 (PA3): 2.73 ACRES

192 UNITS
384 PRIVATE GARAGE SPACES
138 GUEST PARKING SPACES



PLANNING AREA 1

- 6.23 ACRES
- 72 UNITS- UA LANNAI

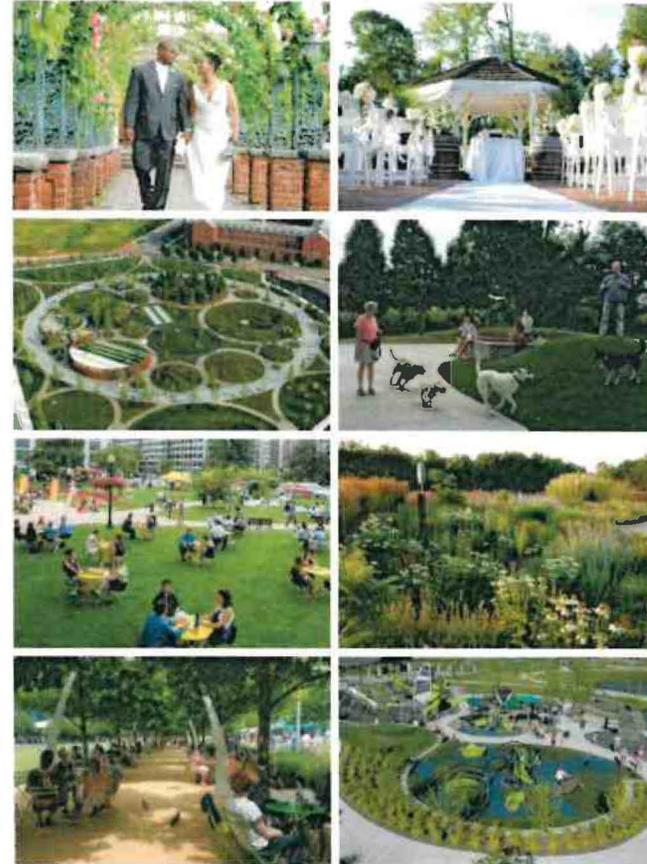
PLANNING AREA 1

BAYSIDE COMMUNITY PARK

- 1 SIDEWALK
- 2 COLORED CONCRETE
- 3 DECOMPOSED GRANITE
- 4 ENHANCED PAVING
- 5 OPEN LAWN
- 6 PLANTING AREA
- 7 ARTIFICIAL PLAY SURFACE
- 8 SEAT WALL
- 9 BENCH SEATING
- 10 GROUP TABLE SEATING
- 11 BERMING
- 12 TRASH RECEPTACLE
- 13 BAY TRAIL
- 14 GRASS SPORTS FIELD
- 15 SMALL DOG PARK
- 16 LARGE DOG PARK
- 17 PLAY AREA - AGES 5-12
- 18 PLAY AREA - AGES 2-5
- 19 RESTROOM
- 20 TRANSMISSION TOWER
- 21 PARKING LOT
- 22 BIORETENTION BASIN
- 23 DOG PLAY EQUIPMENT
- 24 BIKE RACKS - INDUSTRY STANDARD
- 25 CORN HOLE
- 26 PING PONG TABLE
- 27 6" CMU WALL WITH FILASTERS
- 28 3'-6" STEEL PLAYGROUND FENCE
- 29 3'-4" STEEL DOG PARK FENCE
- 30 LOCKING GATE - TYPICAL
- 31 LOCKING GATE - 10' MAINTENANCE
- 32 DRINKING FOUNTAIN
- 33 FOSE EASEMENT
- 34 GAZEBO
- 35 ARCHED ARBOR WITH VINES
- 36 WEDDING SEATING
- 37 GARDEN LAWN
- 38 WILDFLOWER GARDEN



ENTERPRISE DRIVE



NOTES

- ALL PARK LANDSCAPING SHALL BE COMPLIANT WITH THE STATE OF CALIFORNIA MODEL WATER EFFICIENT LANDSCAPE ORDINANCE, THE MUNICIPAL REGIONAL STORMWATER NPDES PERMIT AND LOCAL ORDINANCES.
- LED PATHWAY AND PARKING LOT LIGHTING WITH PHOTOCELL AND TIMER CONTROLS SHALL BE LOCATED BY AN ELECTRICAL ENGINEER DURING THE CONSTRUCTION DOCUMENT PHASE.
- PARKING LOT SHALL MEET THE CURRENT ZONING STANDARDS PER THE CITY OF NEWARK CODE OF ORDINANCES.

5-ACRE PUBLIC PARK



ACTIVITY PARK

- 1 BAY TRAIL
- 2 PAVED CONNECTION
- 3 CONCRETE SIDEWALK
- 4 SYNTHETIC 'WETLAND' RUBBER
- 5 NATURAL PLAY FEATURE
- 6 HILL SLIDE
- 7 2:1 SLOPE
- 8 PAVED AREA - 24" HIGH
- 9 SHADE STRUCTURE
- 10 RETAINING WALL
- 11 LOW STEEL FENCE AND GATE
- 12 VIEWING SCOPE
- 13 BENCH
- 14 TRASH AND RECYCLING
- 15 PICNIC TABLES



PLANNING AREA 1

- 6.23 ACRES
- 72 UNITS - UA Lannai (Front loaded)
- THREE DIFFERENT FLOOR PLANS
- THREE ARCHITECTURAL STYLES
 - FARMHOUSE
 - CRAFTSMAN
 - AGRARIAN
- 20-FOOT WIDE TRAIL CORRIDOR
- WATER QUALITY/BIO RETENTION AREA
- VARIETY OF PARKS



BAY TRAIL

- 1 BAY TRAIL
- 2 DECOMPOSED-GRANITE PATH
- 3 BENCH SEATING



BAY TRAIL ENTRY

- 1 BAY TRAIL
- 2 DECOMPOSED-GRANITE PATH
- 3 BENCH SEATING
- 4 TABLE SEATING
- 5 BIORETENTION BASIN
- 6 BIORETENTION EQUIPMENT PAD



BAY YARDS PARK

- 1 BAY TRAIL
- 2 BIORETENTION BASIN
- 3 ELEVATED BOARDWALK
- 4 OVERHEAD STRUCTURE
- 5 BENCH SEATING
- 6 ROOFED STRUCTURE
- 7 VIEWING SCOPE
- 8 INTERPRETIVE SIGNAGE
- 9 BOULDERS
- 10 WETLAND
- 11 ADJACENT HOMES



PLANNING AREA 1



FARMHOUSE



CRAFTSMAN



FARMHOUSE



CRAFTSMAN



FARMHOUSE



CRAFTSMAN



FARMHOUSE



CRAFTSMAN

Elevations

REQUIRED ACTIONS:

REZONING

- Rezoning of 17.4-acre site from Business Technology Park to Residential Medium Density-Form Based Code and Planned Development Overlay District and a 5-acre site from Business Technology Park to Park

VESTING TENTATIVE TRACT MAP

Approval of Vesting Tentative Tract Map 8453 to allow construction of 192 units on a 17.4-acre site

PLANNED DEVELOPMENT PLAN

Approval of PD plan to allow slight deviations from Form Based Codes

- 5 feet front setback in lieu of 8 feet for UA Lannai
- Maximum ground coverage 61 and 63% in lieu of 60%
- Street side setbacks at minimum 5 feet in lieu of 8 feet 3 inches

APPROVAL OF ADDENDUM TO DUMBARTON TOD SPECIFIC PLAN EIR

AGREEMENTS

- Community Financing Agreement
- Park Agreement

REQUIRED ACTIONS

PLANNING AREA 2 (PA2): 4.65 ACRES

PLANNING AREA 1 (PA1): 6.23 ACRES

PLANNING AREA 3 (PA3): 2.73 ACRES



Site Summary

Total Units: 192
 Total Site Area: 13.61 AC
 Total Site Area: 16.11 AC (PAZ)

Plan Type Summary

Plan Type	ST	Res	Gar	Guest	Total Units	Garage	Guest	Total Available
PA 1 - 25' x 50' UA LANAI								
Res Site Area: 6.23 AC (PAZ)								
Plan 1	4,188	4	8	Standard	24	32	0	64
Plan 2	2,367	4	8.5	Standard	24	30.5	0	64.5
Plan 3	2,418	4	8.5	Standard	24	30.5	0	64.5
PA 2 - UA BUNGALOW								
Res Site Area: 4.65 AC (PAZ)								
Plan 1	2,122	4	8.5	Standard	24	30.5	0	64.5
Plan 2	2,294	4	8.5	Standard	24	30.5	0	64.5
Plan 3	2,508	4	8.5	Standard	24	30.5	0	64.5
Plan 4	2,508	4	8.5	Standard	24	30.5	0	64.5
PA 3 - UA BUNGALOW								
Res Site Area: 2.73 AC (PAZ)								
Plan 1	2,122	4	8.5	Standard	24	30.5	0	64.5
Plan 2	2,294	4	8.5	Standard	24	30.5	0	64.5
Plan 3	2,508	4	8.5	Standard	24	30.5	0	64.5
Plan 4	2,508	4	8.5	Standard	24	30.5	0	64.5
TOTAL								
					192	384	138	102,000

192 UNITS
384 PRIVATE GARAGE SPACES
138 GUEST PARKING SPACES