

# CITY OF NEWARK CITY COUNCIL

37101 Newark Boulevard, Newark, CA 9456 03796 • 50-578-42 6 • E-mail city.clerk@newark.org

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

## AGENDA

Thursday, July 26, 2018

- A. ROLL CALL
  
- B. MINUTES
  - B.1 Approval of Minutes of the City Council meeting of July 12, 2018. (MOTION)
  
- C. PRESENTATIONS AND PROCLAMATIONS
  - C.1 Commending Administrative Services Director Woodstock. (COMMENDATION)
  
  - C.2 Commending Nancy Eddy. (COMMENDATION)
  
  - C.3 Commending Tim Jones. (COMMENDATION)
  
  - C.4 Commending Police Service Canine Ares. (COMMENDATION)
  
  - C.5 Introduction of employees.
  
- D. WRITTEN COMMUNICATIONS
  
- E. PUBLIC HEARINGS
  - E.1 Hearing to consider property owners' objections and confirmation of the Superintendent of Streets' report concerning weed abatement assessments – from Maintenance Supervisor Hornbeck. (MOTION)(RESOLUTION)
  
  - E.2 Hearing to consider establishing a Planned Development Overlay District and a Planned Development Plan, P-18-5 to allow construction of a 6-unit apartment project located at 37093 Locust Street – from Associate Planner Mangalam. (RESOLUTION) (ORDINANCE)

**F. CITY MANAGER REPORTS**

(It is recommended that Items F.1 through F.5 be acted on simultaneously unless separate discussion and/or action is requested by a Council Member or a member of the audience.)

**CONSENT**

- F.1 Authorization for the City Manager to sign a Bill of Sale for the sale of retired Police Service Canine Ares - from Police Chief Carroll. (RESOLUTION)**
- F.2 Authorization for the City of Newark to accept a State of California Office of Traffic Safety (OTS) Selective Traffic Enforcement Program (STEP) grant – from Police Chief Carroll. (RESOLUTION)**
- F.3 Approval of plans and specifications, acceptance of bid and award of contract to G. Bortolotto & Company, Inc. for the 2018 Asphalt Concrete Street Overlay Program, Project 1179 – from Senior Civil Engineer Tran. (MOTION)(RESOLUTION)**
- F.4 Amendment of the 2018-2020 Biennial Budget and Capital Improvement Plan for Fiscal Year 2018-2019 for Capital Improvement Plan Budget Rollover – from Administrative Services Director Woodstock. (RESOLUTION)**
- F.5 Authorization to issue a no-fee encroachment permit to Newark Days Celebration, Inc. for the Newark Days Parade and Newark Mile Race, provide police services for traffic control and waive fees related to the parade and race, and waive fees for use of the Community Center and MacGregor Playfields, with the exception of the fees required for the building attendant and janitorial services – Assistant Engineer Carmen and Police Sergeant Simon. (MOTIONS-3)**

**NONCONSENT**

- F.6 Approval of the Final Map, Subdivision Improvement Agreement, and waiver to allow up to ten percent relief of required setbacks for Tract 8417 – Sanctuary Village 1 (Arroyo Cap III, LLC), an 85-unit residential subdivision in General Plan Area 3 at the intersection of Cherry Street and Stevenson Boulevard – from Assistant City Engineer Imai and Assistant City Manager Grindall. (RESOLUTIONS-2)**

**F.7 Approval of the Final Map, Subdivision Improvement Agreement, and waiver to allow up to ten percent relief of required setbacks for Tract 8419 – Sanctuary Village 3 (KB Sanctuary, LLC), a 97-unit residential subdivision in General Plan Area 3 at the intersection of Cherry Street and Stevenson Boulevard – from Assistant City Engineer Imai and Assistant City Manager Grindall. (RESOLUTIONS-2)**

**F.8 Approval of the Final Map, Subdivision Improvement Agreement, and waiver to allow up to ten percent relief of required setbacks for for Tract 8420 – Sanctuary Village 4 (KB Sanctuary, LLC), a 96-unit residential subdivision in General Plan Area 3 at the intersection of Cherry Street and Stevenson Boulevard – from Assistant City Engineer Imai and Assistant City Manager Grindall. (RESOLUTIONS-2)**

**G. CITY ATTORNEY REPORTS**

**H. ECONOMIC DEVELOPMENT CORPORATION**

**I. CITY COUNCIL MATTERS**

**J. CITY COUNCIL ACTING AS THE SUCCESSOR AGENCY TO THE REDEVELOPMENT AGENCY**

**K. ORAL COMMUNICATIONS**

**L. APPROPRIATIONS**

**Approval of Audited Demands. (MOTION)**

**M. CLOSED SESSIONS**

**M.1 Closed Session for conference with legal counsel on existing litigation pursuant to Government Code Section 54956.9(d)(1) *Roderick Hogan v. City of Newark, et. al* Workers Compensation Appeals Board, Case Numbers: ADJ10421980; ADJ11119563 – from Human Resources Director Abe.**

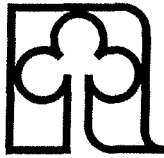
**M.2 Closed session for conference with Legal Counsel pursuant to Government Code Section 54956.9(d)(2), Anticipated Litigation: One case – City Attorney Benoun.**

**N. ADJOURNMENT**

Pursuant to Government Code 54957.5: Supplemental materials distributed less than 72 hours before this meeting, to a majority of the City Council, will be made available for public inspection at this meeting and at the City Clerk's Office located at 37101 Newark Boulevard, 5<sup>th</sup> Floor, during normal business hours. Materials prepared by City staff and distributed during the meeting are available for public inspection at the meeting or after the meeting if prepared by some other person. Documents related to closed session items or are exempt from disclosure will not be made available for public inspection.

For those persons requiring hearing assistance, please make your request to the City Clerk two days prior to the meeting.





# CITY OF NEWARK CITY COUNCIL

37101 Newark Boulevard, Newark, CA 94560-3796 • 510-578-4266 • E-mail: [city.clerk@Newark.org](mailto:city.clerk@Newark.org)

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

## AGENDA

Thursday, July 26, 2018

### CITY COUNCIL:

Alan L. Nagy, Mayor  
Michael K. Hannon, Vice Mayor  
Luis L. Freitas  
Sucy Collazo  
Mike Bucci

### CITY STAFF:

John Becker  
City Manager  
  
Terrence Grindall  
Assistant City Manager  
  
Susie Woodstock  
Administrative Services Director  
  
Sandy Abe  
Human Resources Director  
  
Soren Fajeau  
Public Works Director  
  
Michael Carroll  
Police Chief  
  
David Zehnder  
Recreation and Community  
Services Director  
  
David J. Benoun  
City Attorney  
  
Sheila Harrington  
City Clerk

*Welcome* to the Newark City Council meeting. The following information will help you understand the City Council Agenda and what occurs during a City Council meeting. Your participation in your City government is encouraged, and we hope this information will enable you to become more involved. The Order of Business for Council meetings is as follows:

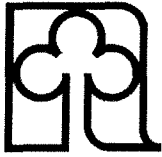
- |                                     |                        |
|-------------------------------------|------------------------|
| A. ROLL CALL                        | I. COUNCIL MATTERS     |
| B. MINUTES                          | J. SUCCESSOR AGENCY    |
| C. PRESENTATIONS AND PROCLAMATIONS  | K. ORAL COMMUNICATIONS |
| D. WRITTEN COMMUNICATIONS           | L. APPROPRIATIONS      |
| E. PUBLIC HEARINGS                  | M. CLOSED SESSION      |
| F. CITY MANAGER REPORTS             | N. ADJOURNMENT         |
| G. CITY ATTORNEY REPORTS            |                        |
| H. ECONOMIC DEVELOPMENT CORPORATION |                        |

Items listed on the agenda may be approved, disapproved, or continued to a future meeting. Many items require an action by motion or the adoption of a resolution or an ordinance. When this is required, the words *MOTION*, *RESOLUTION*, or *ORDINANCE* appear in parenthesis at the end of the item. If one of these words does not appear, the item is an informational item.

The attached *Agenda* gives the *Background/Discussion* of agenda items. Following this section is the word *Attachment*. Unless "none" follows *Attachment*, there is more documentation which is available for public review at the Newark Library, the City Clerk's office or at [www.newark.org](http://www.newark.org). Those items on the Agenda which are coming from the Planning Commission will also include a section entitled *Update*, which will state what the Planning Commission's action was on that particular item. *Action* indicates what staff's recommendation is and what action(s) the Council may take.

**Addressing the City Council:** You may speak once and submit written materials on any listed item at the appropriate time. You may speak once and submit written materials on any item not on the agenda during *Oral Communications*. To address the Council, please seek the recognition of the Mayor by raising your hand. Once recognized, come forward to the lectern and you may, but you are not required to, state your name and address for the record. Public comments are limited to five (5) minutes per speaker, subject to adjustment by the Mayor. Matters brought before the Council which require an action may be either referred to staff or placed on a future Council agenda.

No question shall be asked of a council member, city staff, or an audience member except through the presiding officer. No person shall use vulgar, profane, loud or boisterous language that interrupts a meeting. Any person who refuses to carry out instructions given by the presiding officer for the purpose of maintaining order may be guilty of an infraction and may result in removal from the meeting.



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

## Minutes

Thursday, July 12, 2018

### A. ROLL CALL

Mayor Nagy called the meeting to order at 7:32 p.m. Present were Council Members Collazo, Freitas, Bucci and Vice Mayor Hannon.

### B. MINUTES

#### B.1 Approval of Minutes of the City Council meeting of June 28, 2018.

**MOTION APPROVED**

Council Member Freitas moved, Vice Mayor Hannon seconded, to approve the Minutes of the regular City Council meeting. The motion passed, 5 AYES.

### C. PRESENTATIONS AND PROCLAMATIONS

#### C.1 Introduction of employee.

Mayor Nagy introduced recently hired Accountant Michelle Villanueva.

#### C.2 Proclamation for the Portuguese Fraternal Society of America Council No. 16 Holy Ghost Festival and 96<sup>th</sup> Anniversary.

Mayor Nagy presented the proclamation to Council President Fabio Pereira and officers of the Society.

### D. WRITTEN COMMUNICATIONS

### E. PUBLIC HEARINGS

### F. CITY MANAGER REPORTS

Council Member Bucci moved, Council Member Collazo seconded, to approve Consent Calendar Items F.1 through F.5, that the resolutions be numbered consecutively, and that reading of the titles suffice for adoption of the resolutions and ordinances. The motion passed, 5 AYES.

**CONSENT**

- F.1 Authorization for the Mayor to sign an agreement with Alameda County for participation in the Alameda County Urban County for Fiscal Year 2018-2019.**  
RESOLUTION NO. 10822  
CONTRACT NO. 18020
- F.2 Second reading and adoption of an ordinance establishing a Planned Development Overlay District at 36589 Newark Boulevard.**  
ORDINANCE NO. 504
- F.3 Second reading and adoption of an ordinance amending Title 17 (Zoning) of the Newark Municipal Code to revise Chapters 17.07, 17.08, 17.10, 17.13, 17.17, 17.21, 17.22, 17.23, 17.25, 17.26, and 17.46 generally affecting land uses, heights, landscaping, signs, parking, and other development standards.**  
ORDINANCE NO. 505
- F.4 Authorizing the City Manager to sign the California Asset Management Trust Investor Agreement for the investment of funds in a Local Government Investment Pool.**  
RESOLUTION NO. 10823  
CONTRACT NO. 18021
- F.5 Approval of Second Amendment to the Transfer Services Agreement with BLT Enterprises for garbage transfer services.**  
RESOLUTION NO. 10824  
CONTRACT NO. 07044

**G. CITY ATTORNEY REPORTS**

**H. ECONOMIC DEVELOPMENT CORPORATION**

**I. CITY COUNCIL MATTERS**

- I.1 Request for direction regarding potentially amending Mayor and City Council Salary and Benefits.**

City Manager Becker stated that the salary and benefits for the Mayor and City Council have not changed since 2007. A recent survey found that the combined salary and benefits are significantly lower than the average of the cities surveyed.

Vice Mayor Hannon stated that if they increased the salary and benefits to the maximum allowed, they would still be below the average of the salary survey. He stated that fair compensation would attract people to run for office.

Council Member Bucci stated his concern with increasing compensation when the Utility Users Tax (UUT) was in place. He stated that they need a plan in place on what to do when the UUT expires.

Council Member Freitas agreed that they need a plan to address the UUT. He would like to see the salary and benefit numbers before making a decision.

Mayor Nagy noted that UUT brings in approximately \$3.5 million. The maximum amount of the potential compensation increase is around \$43,400 for the entire City Council. A council member could donate the difference to the Newark Betterment Corporation.

Vice Mayor Hannon moved, Council Member Collazo seconded, by motion, that staff draft an ordinance that would include: 1) Automatic compensation review every other year with an increase to equal the Consumer Price Index or the compensation increase given to City staff, but no more than 5%; 2) Reflect a 10 percent salary increase for council and mayor to be effective after the next City Council election; and 3) include a health benefit equivalent to what city staff receives beginning January 1, 2019 (\$821). The motion passed, 4 AYES, 1 NO (Bucci).

Council Member Collazo stated that the Alameda County Library is using the SimplyE app for easier access to e-books. She stated that the 5<sup>th</sup> Annual Mariachi Festival would be held on Sunday at Shirley Sisk Grove.

Council Member Bucci stated that Relay for Life raised \$185,000 for the American Cancer Society. He stated that local nonprofits raised around \$600,000 from the safe and sane fireworks sales. The Outdoor Movie Night will be held in the softball field behind the Silliman Center on Friday.

**J. CITY COUNCIL ACTING AS THE SUCCESSOR AGENCY TO THE REDEVELOPMENT AGENCY**

**K. ORAL COMMUNICATIONS**

**L. APPROPRIATIONS**

**Approval of Audited Demands.****MOTION APPROVED**

City Clerk Harrington read the Register of Audited Demands: Check numbers 114868 to 115025.

Council Member Freitas moved, Council Member Bucci seconded, to approve the Register of Audited Demands. The motion passed, 5 AYES.

**M. CLOSED SESSION**

- M.1 Closed Session for conference with legal counsel on existing litigation pursuant to Government Code Section 54956.9(d)(1) *Ethan Katz v. City of Newark, et. al* Workers Compensation Appeals Board, Case Numbers: ADJ10739897; ADJ10623626 – from City Attorney Benoun and Human Resources Director Abe.**

At 8:13 p.m. the City Council recessed to a closed session.

At 8:19 p.m. the City Council convened in closed session.

At 8:43 p.m. the City Council reconvened in open session with all Council Members present.

City Attorney Benoun announced that because final approval rests with some other party to the litigation or with the court and therefore, no action can be reported at this time. If settlement becomes final, then the City will disclose the action that was taken upon inquiry by any person.

**N. ADJOURNMENT**

At 8:43 p.m. Council Member Bucci, Mayor Nagy seconded, to adjourn the meeting. The motion passed, 5 AYES.

**C.1 Commending Administrative Services Director Woodstock. (COMMENDATION)**

**Background/Discussion** – Administrative Services Director Susie Woodstock is retiring in August. A commendation has been prepared and will be presented at the City Council meeting.

**C.2 Commending Nancy Eddy.**

**(COMMENDATION)**

**Background/Discussion** – Nancy Eddy, founder and leader of Deaf Plus Adult Community, is retiring. A commendation has been prepared and will be presented at the City Council meeting.

**C.3 Commending Tim Jones.**

**(COMMENDATION)**

**Background/Discussion** – Tim Jones is retiring after 25 years of service as a volunteer and 7 years as a Special Assistant in the Police Department. A commendation has been prepared and will be presented at the City Council meeting.



**C.4 Commending Police Service Canine Ares.**

**(COMMENDATION)**

**Background/Discussion** – Police Service Canine Ares is retiring after six and a half years of service to the Newark Police Department. A commendation has been prepared and will be presented at the City Council meeting Ares and his canine handler, Officer Nick Mavrakis.

**C.5 Introduction of employees.**

**Background/Discussion** – Recently hired Police Officers Juan Herrera and Salvador Hernandez will be at the meeting to be introduced to the City Council.

**E.1 Hearing to consider property owners' objections and confirmation of the Superintendent of Streets' report concerning weed abatement assessments – from Maintenance Supervisor Hornbeck. (MOTION)(RESOLUTION)**

**Background/Discussion** – The Superintendent of Streets' report on the 2018 Weed Abatement Program is submitted pursuant to Resolution No. 10,756 adopted by the City Council on March 22, 2018. The report showing the assessments for the fall 2017 and the spring 2018 weed abatement has been posted as required. Owners whose properties are subject to an assessment may protest at this meeting or submit their objections prior to the hearing. As of July 19, 2018, no written objections have been received.

On April 27, 2018, the City Council directed the Superintendent of Streets to abate weeds on 151 parcels of land. Subsequent to notification, private property owners cleared 133 parcels and the City's contractor cleared 18 parcels. This year, the assessments ranged from \$156 to \$2,376. The lowest cost is for a vacant property that requires minimal work. The highest cost was for a property that required tractor work. There were no additional supplemental lot clearings for the 2017 fall abatement work included in this year's assessments. The combined total for all assessments was \$14,112.

**Attachment**

**Action** - It is recommended that the City Council, by motion, act upon any objections by property owners for assessments on their parcels for the 2018 Weed Abatement Program and, by resolution, confirm the Superintendent of Streets' report concerning weed abatement assessments.

RESOLUTION NO.

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF  
NEWARK CONFIRMING THE REPORT OF THE  
SUPERINTENDENT OF STREETS CONCERNING WEED  
ABATEMENT ASSESSMENTS

WHEREAS, the City Council of the City of Newark, by Resolution No. 10,756, ordered certain rubbish, refuse, dirt, and weeds to be abated in the manner provided by Sections 39560 and 39586 inclusive, of the Government Code of the State of California; and

WHEREAS, the Superintendent of Streets has caused said rubbish, refuse, dirt, and weeds to be abated. Nuisances abated and an accounting of the cost of abatement in front of or on each separate parcel of land has been set forth in a report entitled "Exhibit A – 2018 City of Newark Weed Abatement – Total Assessments" and attached hereto;

NOW, THEREFORE, BE IT RESOLVED that the report of the Superintendent of Streets attached hereto and made a part hereof as Exhibit A is hereby confirmed;

BE IT FURTHER RESOLVED that the cost of abating the nuisance for each respective parcel is set forth in said report under the column entitled "Total Assessment";

BE IT FURTHER RESOLVED that there is hereby levied a special assessment against each parcel of land described in said report in the amount of \$14,112.00 as shown in said column "Total Assessment";

BE IT FURTHER RESOLVED that the costs levied as a special assessment against the parcels of land described in said report shall become a lien upon the property.

**EXHIBIT A****2018 City of Newark Weed Abatement  
TOTAL ASSESSMENTS**

			<b>Total</b>
<b>MAP NO.</b>	<b>APN</b>	<b>LOCATION</b>	<b>Assessment</b>
3	092-0131-001-09	Filbert St at Snow	498
4.0	092-0021-015-03	Sycamore St Near George	612
8.0	092-0030-014-03	6717 Thornton Ave	270
9	092-0030-018-04	6781 Thornton Ave	420
11	092-0041-008-03	SP Railroad ROW	384
15	537-0460-007-25	6953 Jarvis Ave	234
30	92A-2143-042-00	6179 Robertson Ave	498
34	092-0126-019-00	SMCTD ROW	2376
35	537-0852-001-02	8787 Enterprise Dr	1068
36	092-0115-011-00	37445 Willow St	1440
36	092-0100-004-02	Willow St at Enterprise Dr	1440
38	92A-0720-025-00	35178 Newark Blvd	156
45	092-0125-010-00	7843 Railroad Ave	270
49	092-0135-023-00	Walnut St Corner Lot	270
57	092-0030-016-02	6749 Thornton Ave	192
67	92011200500	8610 Enterprise St	2136
68	92014000600	8333 Enterprise St	1380
71	92010001103	Thornton Ave US Treas Dept	468
<b>TOTAL</b>			<b>\$14,112</b>

**E.2 Hearing to consider establishing a Planned Development Overlay District and a Planned Development Plan, P-18-5 to allow construction of a 6-unit apartment project located at 37093 Locust Street – from Associate Planner Mangalam.  
(RESOLUTION) (ORDINANCE)**

**Background/Discussion** – Mr. Stanley Cherry has submitted a request to allow construction of a 6-unit apartment project located at 37093 Locust Street. The subject property is a landlocked parcel adjacent to the railroad tracks (in limited use) between Locust Street and Walnut Street. The surrounding neighborhood is a mix of single-family and multi-family residential units. The subject site is zoned Residential Low Density (RL) with a Low-Medium Density Residential General Plan land use designation. The proposed density of the development is consistent with the Newark Zoning Ordinance and General Plan.

The subject site will be accessible to Locust Street via two 20-foot wide easements – (a) northern easement, from the adjacent property located at 37073 Locust Street, which the applicant currently owns, and; (b) southern easement, on adjacent railroad property. The northern easement will be both utility and access easement for the purpose of providing connection to utilities and a public street. The southern easement was granted to the subject site after former ‘Railroad Avenue’ was abandoned by the City and taken over by the railroads. The residents will enter the property from the northern easement and exit via the southern easement. A proposed pedestrian connection to Locust Street is provided via a 4-foot sidewalk from the adjacent applicant owned property to the north. The access easement on railroad property will have a fence on its perimeter to separate the driveway from the railroad corridor for the safety of future residents using it on a daily basis.

The proposed project will consist of six, 2-story residential units in two identical buildings. The subject site along with southern access easement will add up to approximately 21,634 square feet (18,736 square feet + 2,898 square feet) of site area. The proposed buildings will be separated by an open space which will include pedestrian access to all units. Each unit having 3 bedrooms and 2 bathrooms will include approximately 1,200 square feet of living area. Six covered and nine open parking spaces will be provided for the proposed development. The garages and open parking spaces will have a 25 foot driveway in between to allow adequate access in and out of parking spaces.

The proposed development will provide private open spaces for all the units on the ground level separated by good neighbor fences. In addition, approximately 1,500 square feet of quality landscaped common open space to the rear of the development will be provided, which will include a picnic area. There will be a provision for both long term and short term bicycle parking for the residents.

Since the site is hidden from the view of Locust Street, a directional sign to the apartment complex is proposed at the entrance of the northern easement for visitors and emergency response vehicles. Another sign will state “Do not enter – private property. Authorized vehicles only” will be installed at the intersection of southern easement and Locust Street cul-de-sac to prohibit the use by non-residents.

The building design incorporates a Victorian theme which keeps in mind the historic nature of Old Town. The proposed lap siding will be painted ‘oatmeal’ color with ‘pink beige’ trims around windows/doors and ‘burnt charcoal’ colored composition roof for contrast. Decorative gable trim, pot shelves at base of the windows and brackets under the roof eaves are additional architectural treatments proposed in the building facades.

#### Planned Development Overlay District

A ‘Planned Development’ (PD) designation provides flexibility in the design development of the site which otherwise will not be possible through the strict application of zoning district regulations. The project requires a ‘Planned Development’ designation for the following reasons:

- a) Due to the landlocked nature of the lot, it does not meet the minimum 60 feet frontage on a public street per Section 17.070.30 of the Newark Zoning Ordinance.
- b) Since the vehicular access to the subject site is from Locust Street, the eastern property line is considered as the front lot line. Per Section 17.23.060.A of the Newark Zoning Ordinance, parking shall not be located within required front yard. Eight uncovered parking spaces are located in the required 20 feet front yard.

The proposed development meets the development standards including residential density, front setbacks, lot coverage and minimum landscaping requirements per Section 17.07.030 and required number of parking spaces per Section 17.23.040 of Newark Zoning Ordinance.

The findings given in the draft resolution of approval contains language that comes from the Newark Zoning Ordinance, Section 17.12.060 (“Required findings”) and are supported by application materials on file.

Further elaboration for each finding is as follows:

A. *The proposed development is consistent with the General Plan and any applicable specific plan, including the density and intensity limitations that apply;*  
The subject site is designated as Low-Medium Density Residential under the General Plan. Densities in areas with this designation range from 8.7 to 15 units per net acre. The proposed development meets the density requirements of the General Plan.

B. *Adequate transportation facilities and public services exist or will be provided in accord with the conditions of development plan approval, to serve the proposed development; and the approval of the proposed development will not result in a reduction of traffic levels of service or public services so as to be a detriment to public health, safety, or welfare;*

The proposed northern easement is both utility and access easement for the purpose of providing utilities and vehicular connection to Locust Street. The southern access easement is a vehicular access easement. The proposed vehicular loop with entry via northern easement and exit via southern easement will make entry/exit easy for fire trucks and garbage pickups. The proposed development meets the off-street parking

requirements for residential uses as well as guest parking as required by Newark Zoning Ordinance.

- C. *The proposed development will not have a substantial adverse effect on surrounding land uses and will be compatible with the existing and planned land use character of the surrounding area;*

The subject site is surrounded by a mix of single-family and multi-family residential units. Existing single-family homes are located to the east and west of the site and the site backs up to two multi-family residential structures. Across the railroad tracks is another existing multi-family development. Thus, it is compatible with the residential land use character of the surrounding area.

- D. *The development generally complies with applicable adopted design guidelines;*  
The proposed project complies with all applicable design standards.

- E. *The proposed development is demonstratively superior to the development that could occur*

*under the standards applicable to the underlying base district, and will achieve superior community design, environmental preservation and/or substantial public benefit.*

The subject site due to lack of street frontage on a public street will not be possible under the standards applicable to Residential Low Density zoning district and will remain vacant inviting unwanted visitors and nuisance to the site and its neighboring properties. There is a greater need of rental housing in the City and thus, the proposed development will provide public benefit.

A community meeting was held by the applicant on May 2, 2018. The notice was sent to neighboring properties within the 400-foot radius around the subject site. Three property owners were in attendance and one expressed concern over parking.

#### Noise and Vibration Study

An “Environmental Noise and Ground-Borne Rail Vibration Assessment” was performed by Charles M. Salter Associates, Inc., to determine if the project meets City’s acceptable noise levels (interior limit of 45 LDN and exterior of 60 LDN, where LDN is the average sound level over a 24-hour period). The report concluded that if in the future train activity increases, mitigation measures such as windows and doors with sound insulation ratings up to STC 40 would likely be needed, as well as higher STC exterior walls and special treatments to vents and openings will be required. In addition, 12 or 17-foot-tall noise barriers would likely be needed along the railroad right-of-way and along east and west side of the site to reduce train noise to LDN 70 or 65 dB, respectively.

Keeping in mind the likelihood of increased train activity, the project is required to include extra mitigation measures (except for the sound wall) in the construction of the project as outlined in the report. However, the project is conditioned to install a sound wall/noise barrier along the railroad right-of way and along perpendicular sides of the site, when the train activity increases and noise level continuously exceeds 70 dB on a daily basis.



California Environmental Quality Act (CEQA) exemption

This project is categorically exempt from CEQA analysis under Guidelines per Section 15332, Class 32, "In-Fill Development Projects".

**Update** – On May 29, 2018, the Planning Commission approved Resolution No. 1961 recommending approval of P-18-5, a Planned Development Plan, to allow for a six-unit apartment project at 37093 Locust Street (APN 92-125-10) and recommended City Council, by Ordinance, establish a Planned Development Overlay District at 37093 Locust Street.

At the meeting, few residents complained about parking, traffic and speeding on the street. Neighbors expressed their concern that the approval of this project might worsen the situation.

A community meeting for residents of Locust Street (between Thornton Avenue and Railroad tracks) was held on June 27, 2018. Assistant City Manager Grindall discussed various issues including parking, speeding, illegal dumping and unacceptable noise levels. The residents were advised to contact Code Enforcement Officer Montejano to report issues related to illegal dumping and the police department regarding speeding and noise related issues.

After the Planning Commission meeting, staff worked with the applicant to add two more parking spaces to the project, thus increasing the number of parking spaces from 15 to 17 for the proposed 6 residential units and shared the new site plan with the residents.

Staff believes that this project will be beneficial to the City as it will develop a vacant landlocked property into six rental units and recommends the approval of the proposed development.

**Attachments**

**Action** – It is recommended that the City Council: 1) by resolution, approve, P-18-5, a planned development plan to allow construction of a 6-unit apartment project located at 37093 Locust Street (APN 92-125-10); and 2) introduce an ordinance establishing a Planned Development Overlay District at 37093 Locust Street (APN 92-125-10).

RESOLUTION NO.

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF  
NEWARK APPROVING P-18-5, A PLANNED  
DEVELOPMENT PLAN TO ALLOW CONSTRUCTION OF A  
6-UNIT APARTMENT PROJECT AT 37093 LOCUST STREET  
(APN: 92-125-10)

WHEREAS, Mr. Stanley Cherry has filed with the City of Newark an application for P-18-5, a planned development, to allow construction of a 6-unit apartment project located at 37093 Locust Street; and

PURSUANT to the Newark Zoning Ordinance Section 17.31.060, a public hearing notice was published in The Tri City Voice on July 10, 2018 and mailed as required, and the City Council held a public hearing on said application at 7:30 p.m. on July 26, 2018 at the City Administration Building, 37101 Newark Boulevard, Newark, California; and

WHEREAS, pursuant to Chapter 17.12 (Planned Development Overlay District), Section 17.12.060 (Required Findings) of Newark Zoning Ordinance, the City Council hereby makes the following findings:

- A. The proposed development is consistent with the General Plan and any applicable specific plan, including the density and intensity limitations that apply;
- B. Adequate transportation facilities and public services exist or will be provided in accord with the conditions of development plan approval, to serve the proposed development; and the approval of the proposed development will not result in a reduction of traffic levels of service or public services so as to be a detriment to public health, safety, or welfare;
- C. The proposed development will not have a substantial adverse effect on surrounding land uses and will be compatible with the existing and planned land use character of the surrounding area;
- D. The development generally complies with applicable adopted design guidelines;
- E. The proposed development is demonstratively superior to the development that could occur under the standards applicable to the underlying base district, and will achieve superior community design, environmental preservation and/or substantial public benefit.

NOW, THEREFORE, BE IT RESOLVED that the City Council does hereby approves this application as shown on Exhibit A, pages 1 through 10, and Exhibit B subject to compliance with the following conditions:

## Planning Division

- a. There shall be no roof-mounted equipment other than satellite dishes, other similar television or radio antennas, and solar equipment. A/C units shall not be mounted on the roof.
- b. All lighting shall be directed on-site so as not to create glare off-site, as required by the Community Development Director.
- c. Construction site trailers and buildings located on-site shall be used for office and storage purposes only, and shall not be used for living or sleeping quarters. Any vehicle or portable building brought on the site during construction shall remain graffiti free.
- d. Measures to respond to and track complaints pertaining to construction noise shall include: (1) a procedure and phone numbers for notifying the City of Newark Building Inspection Division and Newark Police Department (during regular construction hours and off-hours); and (2) a sign posted on-site pertaining to the permitted construction days and hours and complaint procedures and who to notify in the event of a problem. The sign shall also include a listing of both the City and construction contractor's telephone numbers (during regular construction hours and off-hours).
- e. The tenant lease agreement shall include a provision requiring that garages shall only be used for automobile parking.
- f. The site and its improvements shall be maintained in a neat and presentable condition, to the satisfaction of the Community Development Director. This shall include, but not be limited to, repainting surfaces damaged by graffiti and site clean-up. Graffiti removal/repainting and site cleanup shall occur on a continuing, as needed basis. Any vehicle or portable building brought on the site during construction shall remain graffiti free.
- g. All exterior utility pipes and meters shall be painted to match and/or complement the color of the adjoining building surface, as approved by the Community Development Director.
- h. Color elevations shall be submitted by the applicant as part of this application to be reviewed and approved by the Planning Commission and City Council. The building elevations shall reflect all architectural projections such as roof eaves, bay windows, greenhouse windows, chimneys and porches. A site plan showing the building locations with respect to property lines shall also show the projections. Said elevations shall specify exterior materials. Any minor changes shall be submitted for the review and approval of the Community Development Director to assure consistency with the approved project.
- i. Prior to the issuance of a building permit, any change to the floor plans as submitted by the applicant as part of this application shall be reviewed and approved by the Planning

Commission and City Council. Any minor changes shall be submitted for the review and approval of the Community Development Director to assure consistency with the approved project.

- j. Prior to the issuance of a building permit, the roof material as submitted by the applicant as part of this application shall be reviewed and approved by the Community Development Director. All roof material shall consist of fire retardant shake roof, concrete tile, or a roof of similar noncombustible material. Mansard roofs with the above material may be used to screen tar and gravel roofs. All roofs shall be of Class C fire resistant construction or better. Composition shingles shall be Presidential-style or of comparable quality, subject to the review and approval of the Community Development Director.
- k. Prior to the issuance of a building permit, the project shall be submitted for the review and approval of Republic Services and the Community Development Director, in that order. The appropriate garbage, refuse and recycling service shall be approved prior to the issuance of a Certificate of Occupancy, as required by the Community Development Director. No refuse, garbage or recycling shall be stored outdoors except within the approved trash and recycling containers.
- l. Prior to issuance of a grading permit, the applicant shall hire a qualified biologist to: (1) determine if occupied Burrowing Owl habitat(s) exist on the site, and (2) implement a plan to protect the owls and to excavate the site around any active burrows using hand tools to assure that the owls are not buried during grading in the event Burrowing Owl habitat(s) is found on the site. The occupied Burrowing Owl habitat(s), if found, shall not be disturbed during the nesting season. The Burrowing Owl study shall be conducted not more than 30 days prior to the time site grading activities will commence.
- m. During project construction, if historic, archeological or Native American materials or artifacts are identified, work within a 50-foot radius of such find shall cease and the City shall retain the services of a qualified archeologist and/or paleontologist to assess the significance of the find. If such find is determined to be significant by the archeologist and/or paleontologist, a resource protection plan conforming to CEQA Section 15064.5 shall be prepared by the archeologist and/or paleontologist and approved by the Community Development Director. The plan may include, but would not be limited to, removal of resources or similar actions. Project work may be resumed in compliance with such plan. If human remains are encountered, the County Coroner shall be contacted immediately and the provisions of State law carried out.
- n. There shall be no Accessory Dwelling Units (including Standard Accessory Dwelling Units or Junior Accessory Dwelling Units) allowed.
- o. Prior to their installation, mailbox locations and designs shall be approved by the Community Development Director and Newark Postmaster, in that order. The mailbox compartments of centralized mailboxes shall identify the individual dwelling units with permanent, easily legible lettering.

- p. Prior to the issuance of a Certificate of Occupancy, roll-up garage doors with automatic garage door openers shall be provided for each unit.
- q. Prior to final inspection and utility release for each unit, the applicant shall pre-wire each unit for satellite and cable television connections, as required by the Community Development Director. The exterior connections for the pre-wire shall be made to the roof and not on the side elevation walls of the units.
- r. Prior to the issuance of a sign permit, all signs, other than those referring to construction, sale, or future use of this site, shall be submitted for the review and approval of the Community Development Director.
- s. Prior to the issuance of a building permit, any proposed fence details shall be submitted for the review and approval of the Community Development Director. This shall also include the proposed fence along the perimeter of southern easement on railroad property.
- t. Prior to the issuance of a Certificate of Occupancy, the parking areas, aisles and access drives shall be installed and striped as shown on the approved site plan. Guest parking spaces shall be clearly marked as reserved for guests, as approved by the Community Development Director.
- u. Parking lot cleaning with sweeping or vacuum equipment shall not be permitted between 7:00 p.m. and 7:00 a.m.
- v. The developer shall pay all impacts fees in effect at the time of issuance of a Building Permit. All fees, with the exception of the Community Development Maintenance Fee, are based on the site's net square footage increase.
- w. The applicant shall carry out mitigation measures as outlined in the "Environmental Noise and Ground-Borne Rail Vibration Assessment" related to building improvements.
- x. When the train activity increases and noise level continuously exceeds 70 dB on a daily basis, the applicant shall install a sound wall/noise barrier along the railroad right-of way and along perpendicular sides of the site.

#### Engineering Division

- y. Required frontage improvements on Locust Street shall include, but are not limited to: removal of existing non-compatible driveway at the cul-de-sac and construction of new replacement curb, gutter and sidewalk; construction of new City Standard accessible driveway; street trees; landscaping and irrigation; utility connections; and storm drain improvements.

- z. The project will be required to seal all trench cut joints and existing cracks in Locust Street and apply a slurry seal over the entire width of the road from the existing storm drain manhole connection up to and including the entire cul-de-sac to the satisfaction of the City Engineer. Depending on the scope of improvements, a full width grind and overlay of the affected area may be required.
- aa. Prior to the issuance of a Certificate of Occupancy, any and all damage to public improvements as a result of construction activity associated with this project shall be repaired to the satisfaction of the City Engineer.
- bb. Prior to the issuance of building permits, a Public Utility Easement (PUE), Sanitary Sewer Easement (SSE) and Private Water Line Easement (PWLE) shall be established over the common driveway shared with 37073 Locust Street. The PUE, SSE and PWLE dedication statements are to recite that the easements are available for, but not limited to, the installation, access and maintenance of sanitary sewers, water, electrical and communication facilities.
- cc. Prior to the issuance of building permits, the Applicant shall establish an Emergency Vehicle Access Easement (EVAE) over the clear pavement width of all driveways and drive aisles on the project site and neighboring 37073 Locust Street. Easement geometry shall be subject to the approval of the City Engineer and Fire Marshall.
- dd. Prior to the issuance of building permits, the Applicant shall establish a Private Access Easement or Ingress/Egress Easement over the full width of the shared driveway on 37073 Locust Street for the benefit of the project parcel. Easement geometry and language shall be subject to approval of the City Engineer.
- ee. Prior to the issuance of building permits, the Applicant shall obtain easement rights over the adjoining property at 37073 Locust Street for the proposed pedestrian connection to Locust Street. Easement geometry and language shall be subject to approval of the City Engineer.
- ff. Prior to the issuance of building permits, the Applicant shall obtain easement rights over the adjoining property at 37073 Locust Street for storm drain system conveyance and the proposed overland drainage release path. Easement geometry and language shall be subject to approval of the City Engineer.
- gg. The Applicant shall be responsible for the removal, replacement and/or repair of all existing concrete surfaces on the adjoining property at 37073 Locust Street required to provide an ADA accessible pedestrian connection from Locust Street to the project site. The Applicant shall also be responsible for the removal, replacement and/or repair of all existing concrete surfaces on the adjoining property at 37073 Locust Street within the shared driveway access.
- hh. A paved all-weather roadway, meeting the requirements of the Alameda County Fire Department (ACFD), shall be constructed within the San Mateo County Transit District

(SamTrans) railroad right-of-way adjacent to the project site to allow emergency response and other vehicles to leave the project site and exit on to the Locust Street cul-de-sac. Roadway geometry shall be subject to the approval of the City Engineer and Fire Marshall.

- ii. Prior to the issuance of any building permits, the applicant shall obtain formal approval from the San Mateo County Transit District (SamTrans) for all work within the access easement over the SamTrans railroad right-of-way that benefits the project site. This approval shall include resolution of any and all contractual obligations with SamTrans and clear indication that the easement is permanent.
- jj. A sign post, to which is attached a sign having an area of at least fifteen inches by twenty-one inches, shall be installed at or near the Locust Street cul-de-sac driveway. The sign shall state in clearly legible letters at least four inches in height “Do Not Enter. Private Property. Authorized Vehicles Only”
- kk. The project shall be designed to include appropriate source control and site design measures in accordance with Provision C.3 of the Municipal Regional Stormwater NPDES Permit (MRP), Order R2-2015-0049, revised November 19, 2015, issued to the City of Newark by the Regional Water Quality Control Board, San Francisco Bay Region.
- ll. The Preliminary Stormwater Management Plan, Sheet C3 of the Planned Unit Development package, prepared by Sterling Consultants dated April 24, 2018 is approved in concept only. The final Stormwater Management Plan is subject to City Engineer review and approval prior to approval of the Building Permit Plans. Approval is subject to the Applicant providing the necessary plans, details, and calculations that demonstrate the plan complies with Provision C.3 of the Municipal Regional Stormwater NPDES Permit (MRP), Order R2-2015-0049, revised November 19, 2015, issued by the San Francisco Bay Regional Water Quality Control Board.
- mm. In accordance with Provision C.10 of the Regional Water Quality Control Board’s Municipal Regional Permit, storm drain inlet filters shall be installed in all on-site and adjacent off-site storm drain inlets. The storm drain inlet filters shall meet the full trash capture requirements of the San Francisco Bay Regional Water Quality Control Board and shall comply with maintenance and performance requirements of the Mosquito Abatement District. Alternative full trash capture devices such as hydrodynamic separators or pipe screens that meet the requirements of the Regional Water Quality Control Board and Mosquito Abatement District may also be used if approved by the City Engineer.
- nn. All stormwater treatment measures and full trash capture devices are subject to review and approval by the Alameda County Mosquito Abatement District. The Applicant shall modify the grading, drainage, stormwater treatment or full trash capture design as necessary to satisfy any imposed requirements from the District.

- oo. Applicant shall enter into an Agreement with the City of Newark that guarantees the property owner's perpetual maintenance obligation for all stormwater treatment and trash capture measures installed as part of the project. Said Agreement is required pursuant to Provision C.3 of the Municipal Regional Stormwater NPDES Permit, Order No. R2-2015-0049. Said permit requires the City to provide verification and assurance that all treatment measure and trash capture devices will be properly operated and maintained. The Agreement shall be recorded against the property and shall run with the land.
- pp. "No Dumping - Drains to Bay" thermoplastic stencils shall be placed on all on-site and adjacent off-site storm drain inlets.
- qq. The Applicant shall submit detailed grading and drainage plans for review and approval by the City Engineer and the Alameda County Flood Control and Water Conservation District. These plans must be based upon a City benchmark and need to include pad and finish floor elevations of each proposed structure, proposed on-site property grades, proposed elevations at property line, and sufficient elevations on all adjacent properties to show existing drainage patterns. All on-site pavement shall drain at a minimum of one percent. The developer shall ensure that all upstream drainage is not blocked and that no ponding is created by this development. Any construction necessary to ensure this shall be the developer's responsibility.

Hydrology and hydraulic calculations shall be submitted for review and approval by the City Engineer and the Alameda County Flood Control District prior to approval of Building Permits. The calculations shall show that the City and County freeboard requirements will be satisfied.

- rr. Where a grade differential of more than a 1-foot is created along the boundary lot lines between the proposed development and adjacent property, the Applicant shall install a masonry retaining wall unless a slope easement is approved by the City Engineer. Said retaining wall shall be subject to review and approval of the City Engineer.
- ss. The applicant shall submit a detailed soils report prepared by a qualified engineer, registered with the State of California. The report shall address in-situ and import soils in accordance with the City of Newark Grading and Excavation Ordinance, Chapter 15.50. The report shall include recommendations regarding pavement sections for all driveways and parking areas. Grading operations shall be in accordance with recommendations contained in the soils report and shall be completed under the supervision of an engineer registered in the State of California to do such work.
- tt. The Project Geotechnical Engineer shall be retained to review all final grading plans and specifications. The Project Geotechnical Engineer shall approve all grading plans prior to City approval and issuance of grading permits.
- uu. The project site is located in a Seismic Hazard Zone for Earthquake Induced Liquefaction according to maps released by the State of California. A geotechnical report will need to be prepared with the construction documents and is subject to review and approval by a



City selected peer review consultant. The applicant shall pay for all costs related to the required peer review. Construction documents shall conform to the recommendations of seismic hazard report.

- vv. The project geotechnical report shall analyze the suitability of constructing bioretention areas directly adjacent to or in close proximity to building foundations. In such instances, the adjacent bioretention treatment soil and drain rock cannot be compacted and would be continuously saturated. If necessary, recommendations regarding the special design of building foundations adjacent to bioretention areas shall be discussed and reflected in the project construction documents.
- ww. Prior to approval of Building Permits, the Applicant's engineer shall submit a pavement maintenance program for the drive aisles and parking areas for the review and approval of the City Engineer.
- xx. Prior to issuance of a Certificate of Occupancy or release of utilities for any building, vehicle access ways and parking facilities serving said buildings shall be paved in accordance with the recommendation of a licensed engineer based on a Traffic Index of 5.0 and striped as shown on the approved site plan. All on-site uncovered parking facilities and drive aisles shall be drained at a minimum slope of 1.0% for asphalt surfaces and 0.3% for Portland cement concrete surfaces.
- yy. All utilities including, but not limited to, electric, telephone and cable television services shall be provided underground for the proposed buildings in the development.
- zz. The developer shall ensure that a water vehicle for dust control operations is kept readily available at all times during construction at the City Engineer's direction.

#### Landscape Division

- aaa. Prior to the issuance of a building permit, the developer shall enter into a Landscape Maintenance Agreement to ensure the perpetual maintenance of all landscaping along the property frontage and on the project site. This agreement shall run with the land and be binding upon all future owners or assigns.
- bbb. The developer shall retain a licensed landscape architect to prepare working drawings for both off-site and on-site landscape plans in accordance with City of Newark requirements, the approved Conceptual Landscape Plan, and the State of California Model Water Efficient Landscape Ordinance. The associated Landscape Documentation Package must be approved by the City Engineer prior to the issuance of a building permit.
- ccc. The developer shall implement Bay Friendly Landscaping Practices in accordance with Newark Municipal Code, Chapter 15.44.080. Prior to the issuance of a building permit, the developer shall provide sufficient information to detail the environmentally-conscious landscape practices to be used on the project.

- ddd. The plant species identified for any proposed biotreatment measures are subject to final approval of the City Engineer.
- eee. Prior to installation by the developer, plant species, location, container size, quality, and quantity of all landscaping plants and materials shall be reviewed and approved by the City Engineer. All plant replacements shall be to an equal or better standard than originally approved subject to approval by the City Engineer.
- fff. Prior to the release of utilities or issuance of any Certificate of Occupancy, all landscaping and irrigation systems shall be completed or guaranteed by a cash deposit deposited with the City in an amount to cover the remainder of the work.
- ggg. Prior to issuance of Certificate of Occupancy or release of utilities, the developer shall guarantee all trees for a period of 6 months and all other plantings and landscape for 60 days after completion thereof. The developer shall insure that the landscape shall be installed properly and maintained to follow standard horticultural practices. All plant replacements shall be to an equal or better standard than originally approved subject to approval of the City Engineer.

#### Building Division

- hhh. Construction for this project, including site work and all structures, can occur only between the hours of 8:00 AM and 7:00 PM, Monday through Saturday and between the hours of 10:00 AM and 6:00 PM on Sundays and holidays. The applicant may make a written request to the Building Official for extended working hours and/or days. In granting or denying any request the Building Official will take into consideration the nature of the construction activity which would occur during extended hours/days, the time duration of the request, the proximity to residential neighborhoods and input by affected neighbors. All approvals will be done so in writing.
- iii. Each building shall be equipped with a fully automatic fire sprinkler system.
- jjj. This project will require a demolition permit from both the City and the Bay Area Air Quality Control Board.
- kkk. This project will require the payment of school developer fees. School developer fees are assessed and collected by the Newark Unified School District

#### Fire Division

- lll. The building shall be provided with a NFPA 13 fire sprinkler system. Per discussion and confirmation with the Owner, the fire sprinkler system will be designed per Ordinary Hazard Group I density.
- mm. An on-site fire hydrant will be required.

### Police Division

- nnn. The development shall comply with Chapter 15.06, Security Code, of the Newark Municipal Code and Section 5.10 of the California Fire Code for radio reception.
- ooo. Prior to building being occupied security cameras should be installed for both interior and exterior of the building.

### General

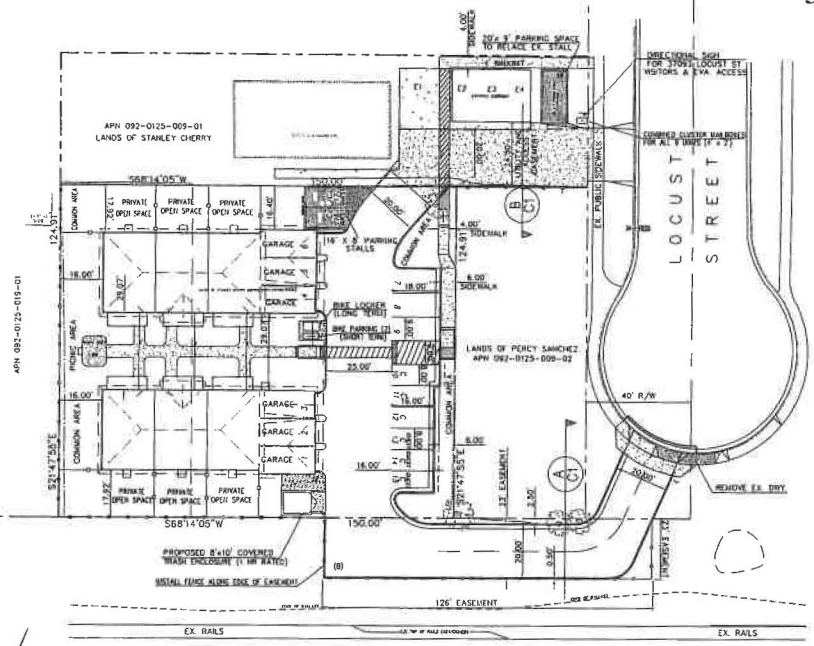
- ppp. All proposed changes from approved exhibits shall be submitted to the Community Development Director who shall decide if they warrant Planning Commission and City Council review and, if so decided, said changes shall be submitted for the Commission's and Council's review and decision. The applicant shall pay the prevailing fee for each additional separate submittal of project exhibits requiring Planning Commission and/or City Council review and approval.
- qqq. If any condition of this Planned Development be declared invalid or unenforceable by a court of competent jurisdiction, this planned unit development and conditional use permit shall terminate and be of no force and effect, at the election of the City Council on motion.
- rrr. The applicant hereby agrees to defend, indemnify, and save harmless the City of Newark, its Council, boards, commissions, officers, employees and agents, from and against any and all claims, suits, actions, liability, loss, damage, expense, cost (including, without limitation, attorneys' fees, costs and fees of litigation) of every nature, kind or description, which may be brought by a third party against, or suffered or sustained by, the City of Newark, its Council, boards, commissions, officers, employees or agents to challenge or void the permit granted herein or any California Environmental Quality Act determinations related thereto.
- sss. In the event that any person should bring an action to attack, set aside, void or annul the City's approval of this project, the applicant shall defend, indemnify and hold harmless the City and/or its agents, officers and employees from any claim, action, or proceeding against the City and/or its agents, officers and employees with counsel selected by the applicant (which shall be the same counsel used by applicant) and reasonably approved by the City. Applicant's obligation to defend, indemnify and hold harmless the City and/or its agents, officers and employees shall be subject to the City's compliance with Government Code Section 66474.9.
- ttt. The Conditions of Project Approval set forth herein may include certain fees, dedication requirements, reservation requirements and other exactions. Pursuant to Government Code Section 66020(d)(1), these Conditions constitute written notice of a statement of the

amount of such fees, and a description of the dedications, reservations and other exactions. The applicant is hereby further notified that the 90-day approval period in which the applicant may protest these fees, dedications, reservations and other exactions, pursuant to Government Code Section 66020(a), has begun. If the applicant fails to file a protest within this 90-day period complying with all of the requirements of Section 66020, the applicant will be legally barred from later challenging such exactions.

# 37093 LOCUST STREET CHERRY PROPERTIES



VICINITY PLAN  
NOT TO SCALE



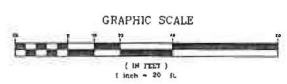
PROPOSED SITE PLAN  
SCALE: 1" = 3'

**PROJECT GENERAL NOTES:**

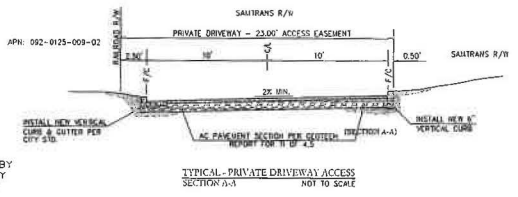
- OWNER: STANLEY CHERRY  
321 WOODROW AVENUE  
VALLEJO, CA 94591  
CONTACT: STAN CHERRY, 707-553-5842
- DEVELOPER: STANLEY CHERRY  
321 WOODROW AVENUE  
VALLEJO, CA 94591  
CONTACT: STAN CHERRY, 707-553-5842
- CON. ENGINEER: STERLING CONSULTANTS  
11640 BOLLINGER CANYON ROAD, SUITE E-102  
546 PAVILION, CA 94562  
CONTACT: DRIP S. MISHRA, P.E., OSD  
TEL: 925-705-3632; FAX: 858-989-4343
- SOILS ENGINEER: GEOTECHNICAL ENGINEERING INC.  
2810 PASO PASO PARKWAY, SUITE B-1  
PUNAHUT, CA 94545  
CONTACT: JOHN MARRAS  
TEL: 510-791-0100
- DESIGNER: J. L. RESNAN & ENGINEERING  
142 ANDRUSO COURT  
MERCED, CA 95347  
CONTACT: JUAN LOMBARDO, P.E.  
TEL: 510-510-0725  
ADDRESS@JLR.COM
- APN: (A) 092-125-010
- EXISTING LAND USE: (A) VACANT LOT
- PROPOSED LAND USE: RESIDENTIAL APARTMENTS
- SITE AREA: (A) 16,736 SF (0.431 ACRES GROSS) / (B) 2,899 SF (0.066 ACRES GROSS)  
(A+B) = 21,635 SF (0.5 ACRES GROSS)
- NUMBER OF APT. UNITS: 6 (54) PROPOSED
- NUMBER OF PARKING: 17 SPACES
- GENERAL PLAN: LOW-MEDIUM DENSITY RESIDENTIAL
- EXISTING ZONING:
- PROPOSED ZONING:
- DENSITY:
- WATER SYSTEM: ALAMEDA COUNTY WATER DISTRICT
- SEWER SYSTEM: UNSEWERED
- STORM DRAIN SYSTEM: CITY OF NEWARK
- GAS & ELECTRIC: PACIFIC GAS & ELECTRIC (P.G.E.)
- CABLE: COMCAST CABLE
- TOPOGRAPHY: EXISTING TOPOGRAPHY IS BASED ON A FIELD SURVEY DONE IN MARCH 2015.
- BOUNDARY: BOUNDARY AS SHOWN IS BASED ON A FIELD SURVEY DONE IN MARCH 2015.
- ACCESS: PRIMARY VEHICULAR ACCESS IS FROM END OF LOCUST STREET BY A NEW PRIVATE DRIVEWAY THROUGH THE SANITARIUS ENCLOSURE ALONG THE SOUTH OF THE PARCEL, WHERE FRONT-OF-YARD FENCE ENDS IN SANITARIUS.
- FLOOD ZONE: ZONE X (HIGHHAZARD), FIRM PANEL: 060101414C
- UTILITIES: ALL PROPOSED UTILITIES SHALL BE PLACED UNDERGROUND. ALL STORM DRAINS, SANITARY SEWERS AND WATER MAINS SHALL ADHERE TO MINIMUM SIZES & SLOPES FOR THE CONCERNING AGENCIES.
- STORMWATER: COMPLIANCE WITH MUNICIPAL RESIDENTIAL PLUMB (MRP) FOR LOW IMPACT DEVELOPMENT SHALL BE ACHIEVED THROUGH MAINLINE AT-SOURCE RUN-RETENTION TREATMENT REQUIREMENTS SHOWN IN THE PRELIMINARY STORMWATER CONTROL PLAN SHEET (SHEET C3).
- TRASH ENCLOSURE: WALL OF TRASH ENCLOSURE SHALL BE FIRE RATED.

## EXHIBIT A-1 SHEET INDEX

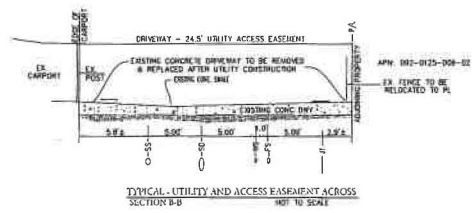
SHEET NO.	DESCRIPTION
C1	SITE PLAN, NOTES & TYPICAL DETAILS
C2	PRELIMINARY GRADING, DRAINAGE & UTILITY PLAN
C3	PRELIMINARY STORM WATER CONTROL PLAN & DETAILS
C4	SITE CROSS-SECTIONS
L10 - L20	PRELIMINARY LANDSCAPE SHEETS (2 TOTAL)
A1	ARCHITECTURAL SITE & ROOF PLAN
A2	ARCHITECTURAL FLOOR PLANS
A3	ARCHITECTURAL SECTIONS & ELEVATIONS



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TYPICAL - PRIVATE DRIVEWAY ACCESS  
SECTION A-A  
NOT TO SCALE



TYPICAL - UTILITY AND ACCESS EASEMENT ACROSS  
SECTION B-B  
NOT TO SCALE

DATE: JULY 9, 2018	PREPARED BY: DR. UGOB SIC BRUNO			
SCALE: AS NOTED	DESIGNED BY: DSK			
DRAWN: DSK	CHECKED BY: DSK			
DESIGNED BY: DSK	ENGINEER: DSK			
ENGINEER: DSK	MANAGER: DSK			
NO.	BY	DATE	REVISIONS	SHEET APPN

PREPARED BY:  
**STERLING CONSULTANTS**  
ENGINEERING SURVEYING & CONSTRUCTION BY UNIT  
180 BOLLINGER CANYON RD. SUITE E-102  
SAN RAFAEL, CA 94902  
STERLINGCONSULTANTS.COM  
PHONE: 925-705-3633  
FAX: 866-966-6343

PREPARED FOR:  
STANLEY CHERRY  
321 WOODROW AVENUE  
VALLEJO, CA 94591  
(707) 553-5842

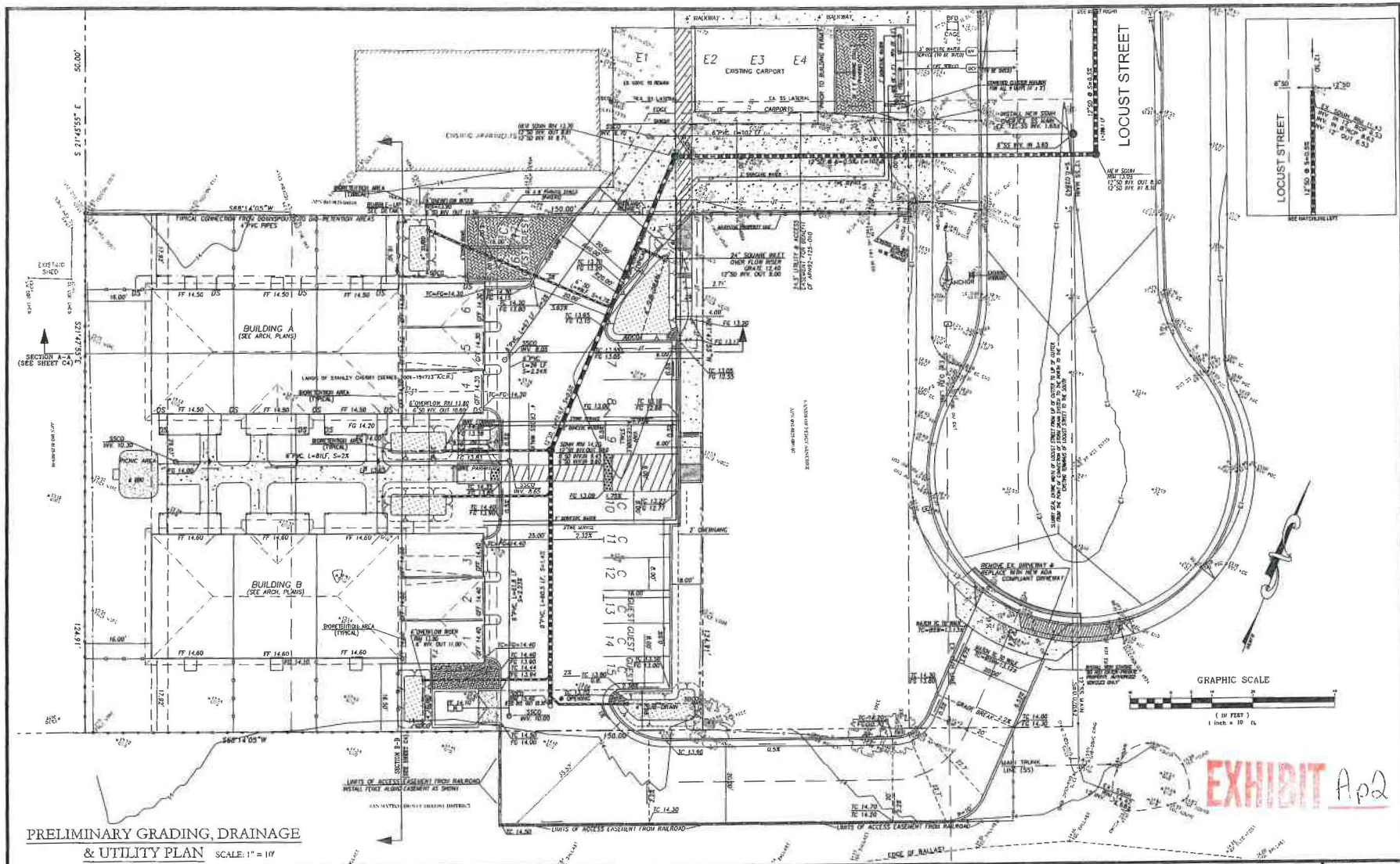
APN: 92-125-010  
37093 LOCUST STREET  
**CHERRY PROPERTIES**  
SITE PLAN, NOTES & TYPICAL DETAILS  
CITY OF NEWARK ALAMEDA COUNTY CALIFORNIA

SHEET NO.:  
**C1**  
1 of 9 SHEETS  
JUL 9 2018  
2015-177

PRELIMINARY NOT FOR CONSTRUCTION

PRINTED: JUL 9, 2018





**PRELIMINARY GRADING, DRAINAGE  
& UTILITY PLAN** SCALE: 1" = 10'

DATE: JULY 9, 2018	PREPARED BY: OR LINDY THE ARCHITECT			
SCALE: AS NOTED	DESIGNED BY: <i>[Signature]</i>			
DRAWN: DSK	ENGINEER: DSK			
DESIGNED: DSK	MANAGER: DSK			
ENGINEER: DSK				
MANAGER: DSK				
NO.	BY	DATE	REVISIONS	CITY APPROVAL



PREPARED BY:  
**STERLING CONSULTANTS**  
ENGINEERING SURVEYING & CONSTRUCTION SERVICES  
1800 BOLLINGER CANYON RD., SUITE E-10  
SAN RAMON, CA 94583  
PHONE: 925-791-3633  
FAX: 925-791-3643

PREPARED FOR:  
STANLEY CHERRY  
321 WOODROW AVENUE  
VALLEJO, CA 94591  
(707) 553-9842

APN: 92-125-010 37093 LOCUST STREET

**CHERRY PROPERTIES**  
PRELIMINARY GRADING, DRAINAGE & UTILITY PLAN  
CITY OF NEWARK ALAMEDA COUNTY CALIFORNIA

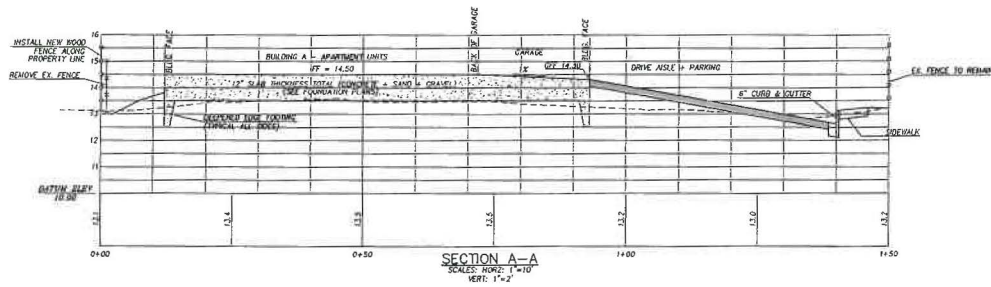
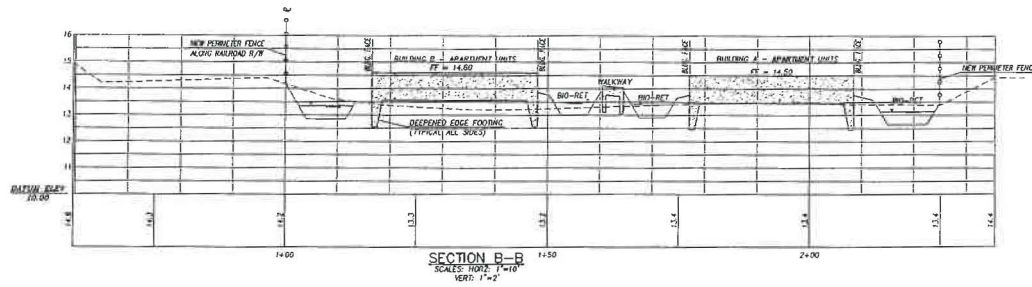
SHEET NO. **C2**  
2 OF 9 SHEETS  
JULY 2018 2015-177

PRINTED: JULY 9, 2018

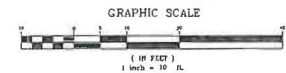
PRELIMINARY NOT FOR CONSTRUCTION



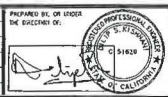




**EXHIBIT** *Apt 4*



DATE: JULY 8, 2018	NO.	BY	DATE	REVISIONS	OFF APPR
SCALE: AS NOTED					
DRAWN: DSK					
DESIGNED: DSK					
ENGINEER: DSK					
MANAGER: DSK					



PREPARED BY:  
**STERLING CONSULTANTS**  
 CONSULTING SURVEYING & CONSTRUCTION SUPPORT  
 1800 WOODRIDGE COUNTRY, SUITE 1400  
 SAN RAMON, CA 94582  
 PHONE: 925 703 3633  
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PREPARED FOR:  
 STANLEY CHERRY  
 321 WOODRIDGE AVENUE  
 VALLEJO, CA 94591  
 (707) 553-9842

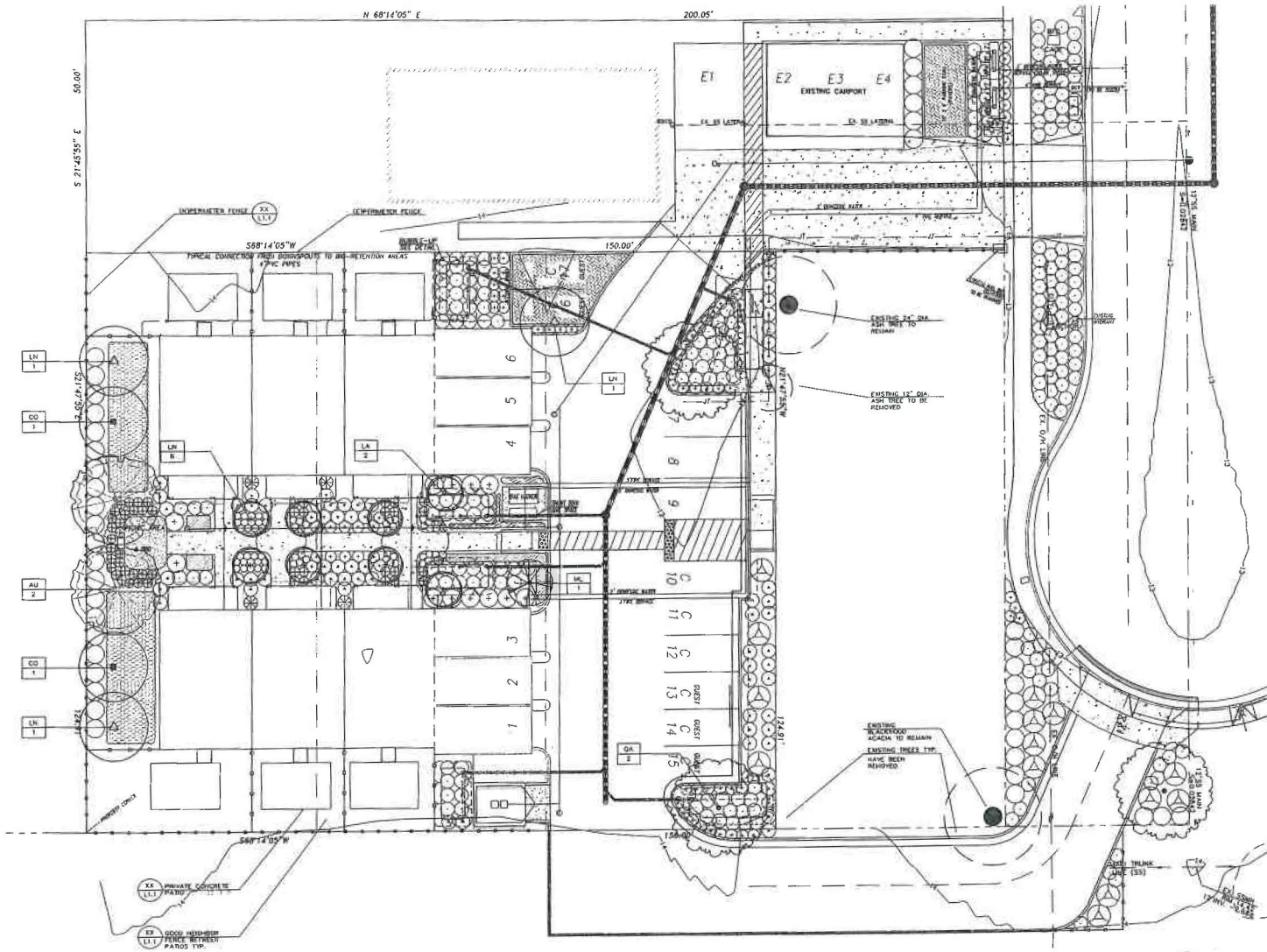
APN: 92-125-010  
 37093 LOCUST STREET  
**CHERRY PROPERTIES**  
**SITE CROSS-SECTIONS**  
 CITY OF NEWARK ALAMEDA COUNTY CALIFORNIA

SHEET NO.  
**C4**  
 4 OF 9 SHEETS  
 JUN 2018  
 2015-177

PRELIMINARY NOT FOR CONSTRUCTION

PRINTED: JULY 10, 2018





SITE PLAN  
Scale 1" = 10'

TOTAL SITE AREA 16,068 SQUARE FEET  
 TOTAL LANDSCAPE AREA 4,031 SQUARE FEET  
 LANDSCAPED AREA IS 25% OF THE TOTAL SITE AREA

**EXHIBIT** Ap5



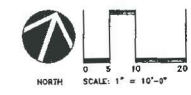
CONSULTANTS

REVISIONS	
11.23.2015	1ST SUBMITTAL
11.14.2016	2ND SUBMITTAL
11.20.2017	3RD SUBMITTAL
03.22.2018	4TH SUBMITTAL
04.20.2018	5TH SUBMITTAL
07.05.2018	6TH SUBMITTAL

APPROVALS

PROJECT  
**Railroad Apartments**  
 37093 Locust Street  
 Newark, California

DRAWN BY: RW  
 CHECKED BY: PW  
 DATE: 07.03.2018  
 SCALE:  
 JOB NO.: 15.005  
 FILENAME:



SHEET TITLE

**PRELIMINARY PLANTING PLAN**

SHEET NO  
**L1.0**  
 1 OF 2 SHEETS



CONSULTANTS

REVISIONS

11.22.2015	1ST SUBMITTAL
11.14.2016	2ND SUBMITTAL
11.22.2017	3RD SUBMITTAL
03.22.2018	4TH SUBMITTAL
04.22.2018	5TH SUBMITTAL

APPROVALS

PROJECT

**Railroad  
Apartments**  
37083 Locust Street  
Newark, California

OWNER:	PN
DESIGNER:	PN
CHECKED BY:	PN
DATE:	04.22.2018
SCALE:	
JOB NO.:	13.005
PLANTING:	

SHEET TITLE

**PLANTING,  
LISTS, NOTES &  
DETAILS**

SHEET NO

**L2.0**  
2

OF 2 SHEETS

**EXHIBIT A-02**

PLANTING NOTES

1. STAKE ALL TREES PER DETAIL.
2. STAKE ALL TREES WITH APPROVED TREE STAKING SYSTEMS AND METHODS. STAKES SHALL BE PLACED AT THE POINTS OF CURB AT PLANTING AND TRIM EDGES.
3. TREE LOCATION AND SPACING TO BE APPROVED IN THE FIELD BY OR REFER TO PLANT LIST AND DETAILS FOR PLANT SPACING AND SPACING.
4. ALL PLANTS IN A ROW MUST BE PLANTED IN HEIGHT, CALIPER AND GROWTH RATE.
5. BRANCHING HEIGHT OF ALL TREES SHALL BE NO LESS THAN 6'-8" ABOVE FINISH GRADE.
6. IRIGATION MUST BE FULLY OPERATIONAL AND APPROVED PRIOR TO PLANTING.
7. PROTECT EXISTING SWIRKES DESIGNATED TO REMAIN. ANY DAMAGE SHALL BE REPAIRED/REPLACED AT THE CONTRACTOR'S EXPENSE.

BAY-FRIENDLY LANDSCAPING PRACTICES

1. ALL SHRUB AND TREES SHALL BE MULCHED WITH A 3" LAYER OF APPROVED MULCH.
2. SOIL SHALL BE AMENDED WITH APPROVED COMPOST TO BRING THE SOIL ORGANIC MATTER CONTENT TO A MINIMUM OF 3.5%.
3. PLANTS HAVE BEEN SELECTED AND LOCATED TO AVOID SHEARING.
4. NO INVASIVE PLANTS AS LISTED BY CAS-IPC ARE INCLUDED IN THE PLANTING DESIGN.
5. ALL PLANTS SELECTED ARE RATED LOW OR VERY LOW FOR WILDS.
6. TURF IS NOT USED ON THIS PROJECT.
7. IRRIGATION CONTROLLER SHALL BE A STATIC OF THE ART AUTOMATIC SMART CONTROLLER.
8. NO SPRAY IRRIGATION WILL BE INSTALLED AS PART OF THIS DESIGN. ALL IRRIGATION SHALL BE HIGH EFFICIENCY DRIP OR BUBBLERS.

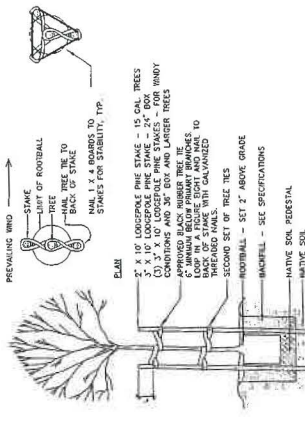
PLANTING LIST

SYMBOL	SCIENTIFIC NAME	COMMON NAME	SIZE	SPACING	MATZ
⊙	AGAPANTHUS 'WEDD'	STRAWBERRY TREE - 'STANDUP'	24" BOX	AS SHOWN	VERY LOW
⊙	CERCIS OCCIDENTALIS	WESTERN REDGIRD	24" BOX	AS SHOWN	VERY LOW
⊙	LACINSTRONIA REICHA 'HOPRANS'	HOPRANG CRANE WIREL	24" BOX	AS SHOWN	LOW
⊙	LACINSTRONIA REICHA 'MATCHZ'	'MATCHZ' CRANE WIREL	24" BOX	AS SHOWN	LOW
⊙	LAMIS MORIS 'SPARKIN'	SWEET MAY	24" BOX	AS SHOWN	LOW
⊙	LACINSTRONIA REICHA 'LITTLE JOIN'	LITTLE JOIN	24" BOX	AS SHOWN	LOW
⊙	QUERCUS AGRIFOLIA	COAST OAK	24" BOX	AS SHOWN	VERY LOW

SYMBOL	SCIENTIFIC NAME	COMMON NAME	SIZE	SPACING	MATZ
⊙	CALLISTEMON C. 'LITTLE JOIN'	DWARF BOTTLEBRUSH	5 GAL	4'-0" O.C.	LOW
⊙	COLEONIA 'SWEET GOLD'	SWEET GOLD	5 GAL	5'-0" O.C.	LOW
⊙	DIODES VEGATA	FORTINIGHT LILY	1 GAL	3'-0" O.C.	LOW
⊙	LIMNOCYTHUS 'RATZLEBERRY'	FRINGE FLOWER	5 GAL	4'-0" O.C.	LOW
⊙	PODOCARPUS II. 'NANK'	YEP PINE	5 GAL	3'-0" O.C.	LOW

SYMBOL	SCIENTIFIC NAME	COMMON NAME	SIZE	SPACING	MATZ
⊙	PETER PAN AGAPANTHUS	PETER PAN AGAPANTHUS	1 GAL	18" O.C.	LOW
⊙	THUNDERBELL AGAPANTHUS	THUNDERBELL AGAPANTHUS	1 GAL	18" O.C.	LOW
⊙	EUROPEAN GREY SEDGE	EUROPEAN GREY SEDGE	1 GAL	2'-0" O.C.	LOW
⊙	DAVIDLY	DAVIDLY	1 GAL	30" O.C.	LOW
⊙	DWARF JAP RUSH	DWARF JAP RUSH	1 GAL	3'-0" O.C.	LOW

SYMBOL	SCIENTIFIC NAME	COMMON NAME	SIZE	SPACING	MATZ
⊙	WHITE LANTANA	WHITE LANTANA	1 GAL	3'-0" O.C.	LOW
⊙	HYPOPHORN	HYPOPHORN	1 GAL	4'-0" O.C.	LOW
⊙	COMPACT GERANIUM	COMPACT GERANIUM	1 GAL	30" O.C.	LOW



NOTE: SEE SPECIFICATIONS FOR PLANT PIT DIMENSIONS AND PLANTING DIRECTIONS.

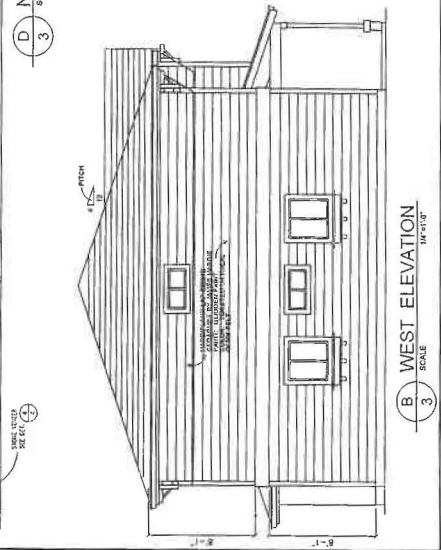
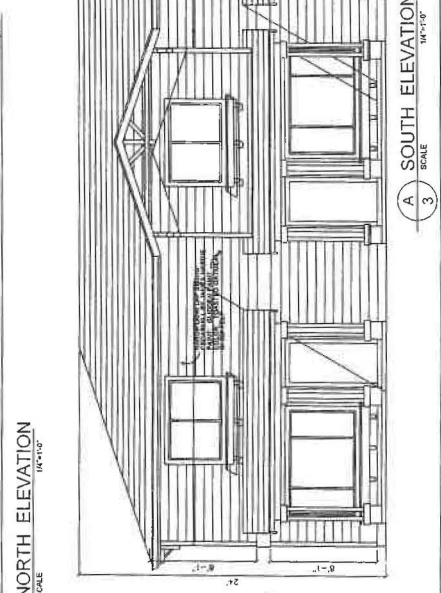
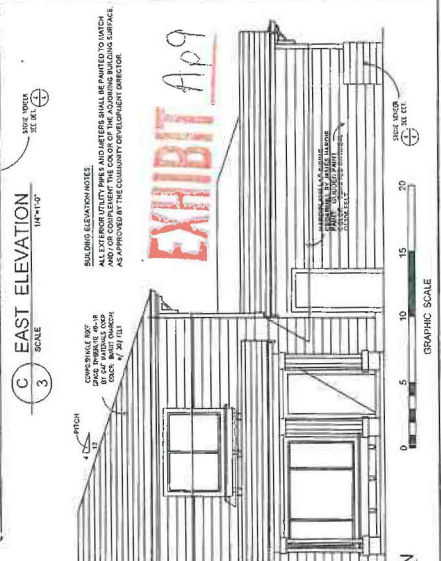
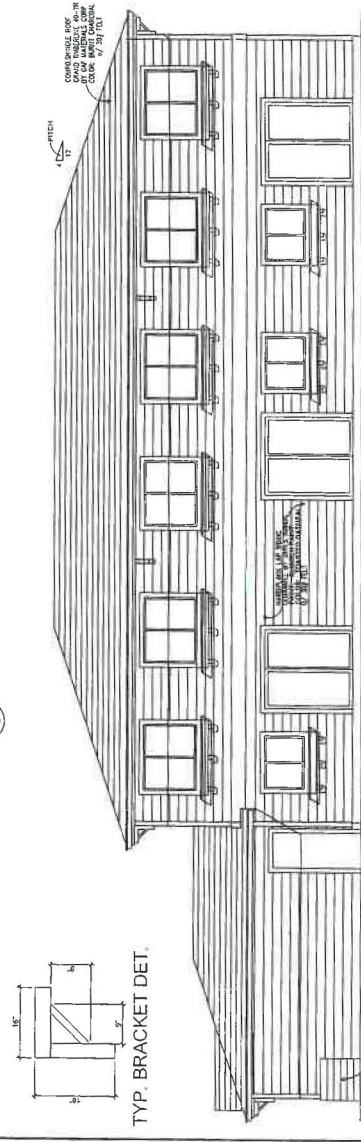
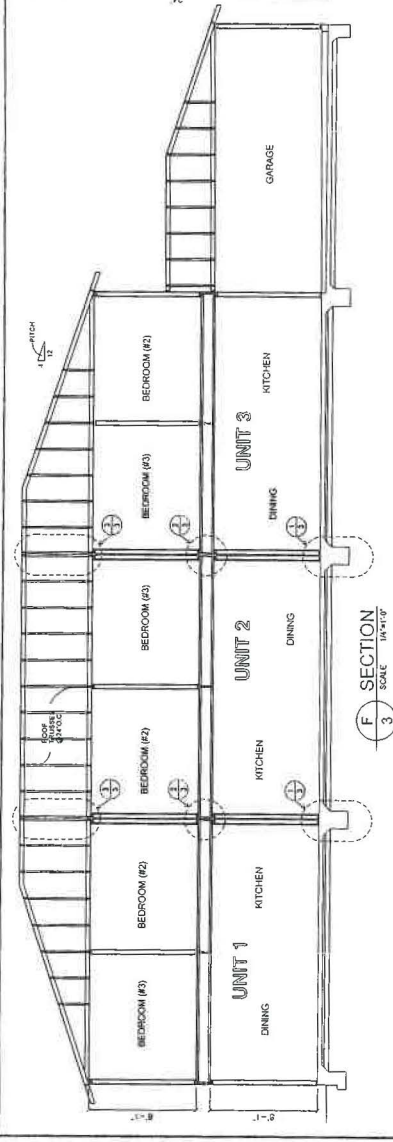
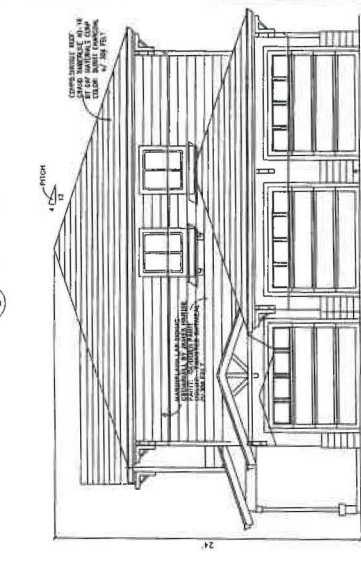
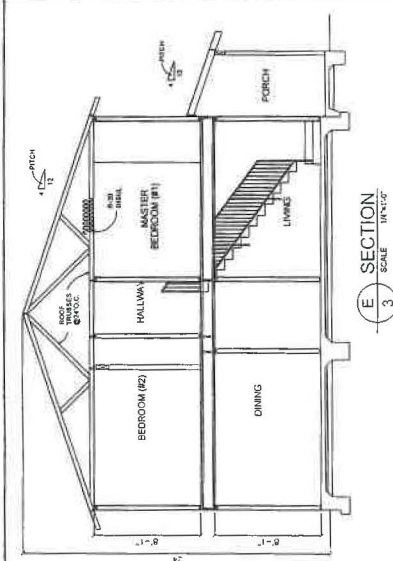
TREE STAKING  
N/S







REVISIONS BY	CONTRACTOR	PROJECT	DATE	JOB ADDRESS
	J.L. Design & Engineering	6-UNIT APARTMENT	4-20-11	37083 LOCUST STREET, NEWARK, CA
	ENGINEERING & DESIGN	FOR: CHERRY PROPERTIES	SCALE: AS SHOWN	CONTACT PERSON: STANLEY CHERRY (707) 393-0240
	142 AMENITY CT., BERKLEY, CA 94647		DRAWN BY: PPK	
	(510) 810-0785 jledesign@earthlink.net		JOB NO: 11-14	
			SHEET NO: 3	
			OF SHEETS	



**EXHIBIT A-9**

BUILDING ELEVATION NOTES:  
ALL 1/4\"/>

COMPASSIBLE ROOF  
BY 1/4\"/>

GRAPHIC SCALE  
0 5 10 15 20  
SCALE: 1/4\"/>

A SOUTH ELEVATION  
1/4\"/>

B WEST ELEVATION  
1/4\"/>

D NORTH ELEVATION  
1/4\"/>

C EAST ELEVATION  
1/4\"/>

E SECTION  
1/4\"/>

F SECTION  
1/4\"/>





**7843 Railroad Avenue**

**Newark, California**

Environmental Noise and Ground-Borne Rail Vibration Assessment

6 November 2013

*Prepared for:*

**Cherry Properties**

Stanley Cherry  
56 Springstowne Center, Suite 146  
Vallejo, CA 94591

*Prepared by:*

**Charles M. Salter Associates, Inc.**

Joshua M. Roper, PE, LEED AP  
Erika A. Frederick  
100 W. San Fernando, Suite 430  
San Jose, CA 95113  
Phone: 408.295.4944  
Email: josh.roper@cmsalter.com

CSA Project Number: 13-0492

## INTRODUCTION

This report summarizes our environmental noise and ground-borne rail vibration assessment for the residential project at 7843 Railroad Avenue in Newark, California. The site is located between Locust and Walnut Streets, adjacent to the existing railroad right-of-way. The site is near a larger area planned for transit oriented development as outlined in the Dumbarton Transit Oriented Development Specific Plan FEIR<sup>1</sup> (Dumbarton TOD FEIR) dated July 2011.

Following is a summary of our findings:

- Standard construction-grade dual-pane windows and sliding glass doors are expected to reduce environmental noise to the DNL 45 dB criterion indoors, exclusive of train noise.
- Outdoor use spaces will meet the City's goal of DNL 60 dB or lower without mitigation, exclusive of train noise.
- If trains operate along the railroad right-of-way to the south of the site, then estimates suggest that train noise may be DNL 75 dB or higher, with typical instantaneous noise levels of 106 dB or higher, at the setback of residences.
  - Windows and doors with sound insulation ratings up to STC 40 would likely be needed, as well as higher STC exterior walls and special treatment to vents and openings, to meet the DNL 45 dB criterion. Resulting maximum instantaneous noise levels may cause sleep disturbance.
  - Since windows would need to be closed to achieve the interior noise criterion, units would need to include ventilation or air conditioning systems to provide a habitable interior environment.
  - Twelve or seventeen foot tall noise barriers would likely be needed along the railroad right-of-way and along perpendicular sides of the site to reduce train noise to DNL 70 or 65 dB, respectively.

## DESCRIPTION

The project consists of six, 2-story residential units in two buildings. Outdoor use space will be provided between and around the buildings, at grade. Existing residences surround the site on the north, east and west, and the railroad right-of-way is adjacent to the south. Future residents will access the site via a driveway from Locust Street (see Figure 1, attached). The site plan shows that future residences will be approximately 55 feet from the existing tracks. For reference, the nearest at-grade rail-roadway crossings are at Spruce Street, approximately 0.1-mile to the west, and Ash Street, which is approximately 0.2-mile to the east.

The Dumbarton TOD FEIR, and the San Mateo Transit Authority (SMTA) document titled Dumbarton Rail Corridor Project Study Report<sup>2</sup> (SMTA PSR) dated 2004, provide a framework for future rail use along the SMTA right-of-way. This includes reconstructing the tracks in the rail corridor adjacent to the site, and over San Francisco Bay, to be used for commuter and freight rail. Following are additional items from these studies:

- The three existing railroad tracks adjacent to the site will be replaced with two new tracks
- Commuter rail service will be provided from the Union City transit center across the Dumbarton Bridge to Menlo Park, and connect to the Caltrain service that runs from San Francisco to San Jose
- Commuter trains will consist of Caltrain, Altamont Commuter Express (ACE), and Amtrak's Capitol Corridor line; freight trains will be operated by the Union Pacific Railroad (UPRR)

---

<sup>1</sup> "Dumbarton Transit Oriented Development Specific Plan: Final Environmental Impact Report", July 2011, prepared by RBF Consulting for the City of Newark.

<sup>2</sup> "Dumbarton Rail Corridor Project Study Report (PSR)", May 2004.



- The SMTA PSR provides weekly train count projections as follow: 60 Caltrain, 40 ACE, 154 Capitol Corridor, and 12 UPPR
- A planned Newark Station will serve commuter rail and be located approximately ½-mile west of the site

**ACOUSTICAL CRITERIA**

***Newark General Plan***

The Noise Element of the Newark General Plan 1992 (Update Project 2007) contains land use compatibility guidelines for environmental noise in the community. Table 1, below, summarizes these guidelines for residential land uses. Additional programs and goals are summarized in the bulleted list below the table.

Table 1: Summary of Figure 10-2: Exterior Noise Exposure Limits for Multi-Family Residential

DNL <sup>3</sup> or CNEL Value in Decibels	Compatibility for Community Noise Environments
65 dB <sup>4</sup> or less	<i>Normally Acceptable:</i> Specified land use is satisfactory, based upon the assumption that any buildings involved are of normal conventional construction, without any special noise insulation requirements.
65 to 70 dB	<i>Conditionally Acceptable:</i> New construction or development should be undertaken only after a detailed analysis of the noise reduction requirements is made and needed noise reduction features included in the design.
Greater than 70 dB	<i>Unacceptable:</i> New construction or development should be discouraged. If new construction or development proceeds, a detailed noise analysis must be performed.

- Discourage placement of windows and doors in walls facing noise sources that exceed the noise compatibility standards in residential buildings.
- Encourage design of residential units to place bedrooms on sides of units away from noise sources that exceed noise compatibility standards.
- Require construction of berms or walls between arterials and new residential developments to establish an exterior noise level of 60 dB DNL or less for outdoor living areas.

***Newark Draft General Plan Update***

In August of 2013, the City of Newark published a draft General Plan Update for public review. The Noise and Vibration section includes policies and guidelines that vary from the current General Plan as follow:

- The noise compatibility guidelines have added a *clearly unacceptable* category for multi-family land uses where the noise level exceeds DNL 75 dB.
- The General Plan includes existing (2013) and future (2035) noise contours for traffic and rail noise. For reference, the site is located outside both the existing and future CNEL 60 dB noise contours.
- The outdoor noise goal is DNL 60 dB, and projects shall incorporate berms, walls, or buffer zones to reduce noise to the greatest extent feasible where the goal is not achievable
- An action item states: "...where the noise source in question consists of intermittent single events, the report should address the effects of maximum noise levels in sleeping rooms and potential sleep disturbance issues."
- The guidelines call for vibration studies for development sites within 200 feet of railroad tracks.

<sup>3</sup> Day-Night Average Sound Level (DNL)--A descriptor established by the U.S. Environmental Protection Agency to describe the average day-night level with a penalty applied to noise occurring during the nighttime hours (10 pm - 7 am) to account for the increased sensitivity of people during sleeping hours.

<sup>4</sup> A-Weighted sound pressure level (dB) represents the noisiness or loudness of a sound by weighting the amplitudes of various acoustical frequencies to correspond more closely with human hearing. A 10-dB (decibel) increase in noise level is perceived to be a doubling of loudness. A-Weighting is specified by the U.S. EPA, OSHA, Caltrans, and others for use in noise measurements.

Acceptable vibration levels are identified for residential land use as follow:

- Frequent Events (more than 70 per day): 72 VdB<sup>5</sup>
- Occasional Events (between 30 and 70 per day): 75 VdB
- Infrequent Events (less than 30 per day): 80 VdB

### ***California Building Code (CBC)***

The California Building Code limits indoor noise from outdoor sources to DNL 45 dB in habitable rooms of attached housing.<sup>6</sup> Projects exposed to an outdoor DNL greater than 60 dB require an acoustical analysis during the design phase showing that the proposed design will limit outdoor noise to the prescribed allowable interior level. Additionally, if windows must be closed to meet the interior standard, "the design for the structure must also specify ventilation or air-conditioning system to provide a habitable interior environment."

### **NOISE AND GROUND-BORNE RAIL VIBRATION ENVIRONMENT**

To quantify the existing noise environment at the site, a sound level meter continuously logged sound levels between 18 and 20 September 2013. The Day/Night Average Sound Level (DNL) at the monitor location was 56 dB. For reference, the highest noise levels measured were identified as distant train horns (not on the adjacent tracks) and birds, which generated levels up to 80 dB. Further, the data suggests that the tracks to the south of the track were not used during the measurement period. Figure 1, attached, shows the approximate measurement location.

The traffic noise contours included in the City's draft General Plan Update indicate a 4-decibel increase in traffic noise along nearby Thornton Avenue for the year 2030. At the site, the noise contours show that both existing and future year 2030 noise levels are CNEL 60 dB or below. The General Plan and draft General Plan Update do not account for future rail use on the tracks adjacent to the site. Transportation noise may be significantly higher if these tracks are used in the future.

The Dumbarton TOD FEIR and SMTA PSR do not include forecast or estimated future noise or vibration levels from trains. In the absence of this information, future levels have been estimated based on methodology provided in the document titled Transit Noise and Vibration Impact Assessment, dated May 2006, published by the Federal Transit Administration (FTA Document). Following are a list of assumptions used for this estimate:

- Residences will be located approximately 55 feet from the near track
- 37 commuter trains will pass the site daily (29 during daytime hours, 8 at night)
- 2 freight trains will pass the site daily (1 during daytime hours, 1 at night)
- 15% of the trains will use horns adjacent to the site
- Trains passing the site will travel at 30 mph<sup>7</sup>
- Tracks will be smooth and in good working order
- "Normal" ground-borne soil propagation, train suspension and wheels, and track conditions

Based on the assumptions above, the FTA Document methodology indicates the following noise and vibration levels. Note that noise and vibration may vary significantly from the estimated levels if the

<sup>5</sup> VdB – Vibration in decibels re: 1 micro inch per second

<sup>6</sup> 2010 California Building Code, California Code of Regulations, Title 24, Part 2, Chapter 12, Section 1207: Sound Transmission.

<sup>7</sup> The U.S. Department of Transportation (U.S. DOT) provides railroad information for at-grade roadway and railway crossings, including for Ash and Spruce Streets, which are the nearest at-grade crossings on either side of the site. They indicate that the typical maximum speed for trains is 15 miles per hour (mph) at Ash Street and 35 mph at Spruce Street. In the absence of more specific data, this analysis assumes a typical train speed of 30 mph adjacent to the site. Information is available at: <http://safetydata.fra.dot.gov/OfficeofSafety/publicsite/crossing/xingqryloc.aspx>.

variables outlined above are changed, including track location and condition, train characteristics (such as speed, suspension or wheels), and ground effects including soil propagation.

- Environmental noise: DNL 75 dB; typical maximum noise level of 106 dB<sup>8</sup>
- Ground-borne vibration at-grade: 80 VdB

## ANALYSIS AND RECOMMENDATIONS

As indicated above, the existing and estimated future noise environment, exclusive of rail use on the adjacent tracks, is DNL 60 dB and below. This falls into the City's *normally acceptable* land use category for residential land use. Based on this, standard dual-pane construction-grade windows and doors are expected to meet the DNL 45 dB noise criterion indoors, and exterior noise levels meet the City's goal without mitigation measures.<sup>9</sup>

However, if the railroad tracks to the south of the site are used, then train noise may exceed the City's goals without mitigation measures. As described above, future rail noise may be DNL 75 dB, with typical maximum noise levels of 106 dB, or higher at Building A if the right-of-way is used as outlined in the Dumbarton TOD FEIR and SMTA PSR. Further, rail vibration may be 80 VdB or higher at grade at the approximate building setback. Consider the following:

### 1. Exterior-to-Interior Noise

- A. Sound-rated windows, doors, and exterior wall assemblies would be needed to reduce train noise to the DNL 45 dB criterion indoors, and to address maximum instantaneous noise levels. While neither the City nor the State currently regulate maximum noise levels from intermittent sources such as trains or train horns, some cities have adopted noise goals to address this. The most common of which are attempting to limit maximum intermittent noise to 50 dB in bedrooms and 55 dB in other habitable rooms.

Preliminary estimates assume a typical room size of 12 by 14 feet with windows comprising approximately 40% of the exterior wall area. Walls are expected to be wood-stud assemblies with three coat stucco over wood sheathing with insulation in stud cavities and at least one layer of gypsum board on the interior. The southern façade of Building A is expected to be staggered- or double-stud construction. Based on these assumptions, preliminary estimates suggest the following:

- i DNL 45 dB Criterion – Windows and doors with sound insulation ratings up to STC 40 would be needed along the southern façade of Building A. Needed STC ratings would decrease along the east and west façades, to the northern façade of Building B, where standard construction-grade, dual-pane windows and doors will likely suffice.
  - ii  $L_{max}$  50/55 in Bedrooms and other Habitable Rooms – It will not be feasible to reduce maximum noise levels from instantaneous events (including train horns) at units with a line-of-sight to the tracks with standard construction materials to the  $L_{max}$  50/55 goals adopted by some cities.
  - iii Special attention should be given to vents and openings to help maintain sound insulation ratings. Details would be determined during the design phase.
- B. Since windows at Buildings A and B would need to be closed to meet the interior noise criterion of DNL 45 dB, units would need to include ventilation or air-conditioning systems to provide a habitable interior environment as required by the CBC. This should be discussed with the project mechanical engineer, and must not compromise sound insulation of the exterior assemblies.

<sup>8</sup> Greene, Rob, "Max Level Intrusion Noise Limit," 1982 National Conference on Environmental and Occupation Noise. Typical maximum uses the  $L_{max-30}$ , obtained by logarithmically averaging the loudest 30-percent of trains and train horns.

<sup>9</sup> For reference typical dual-pane construction-grade windows and sliding glass doors have sound insulation ratings in the range of STC 26 to 28.

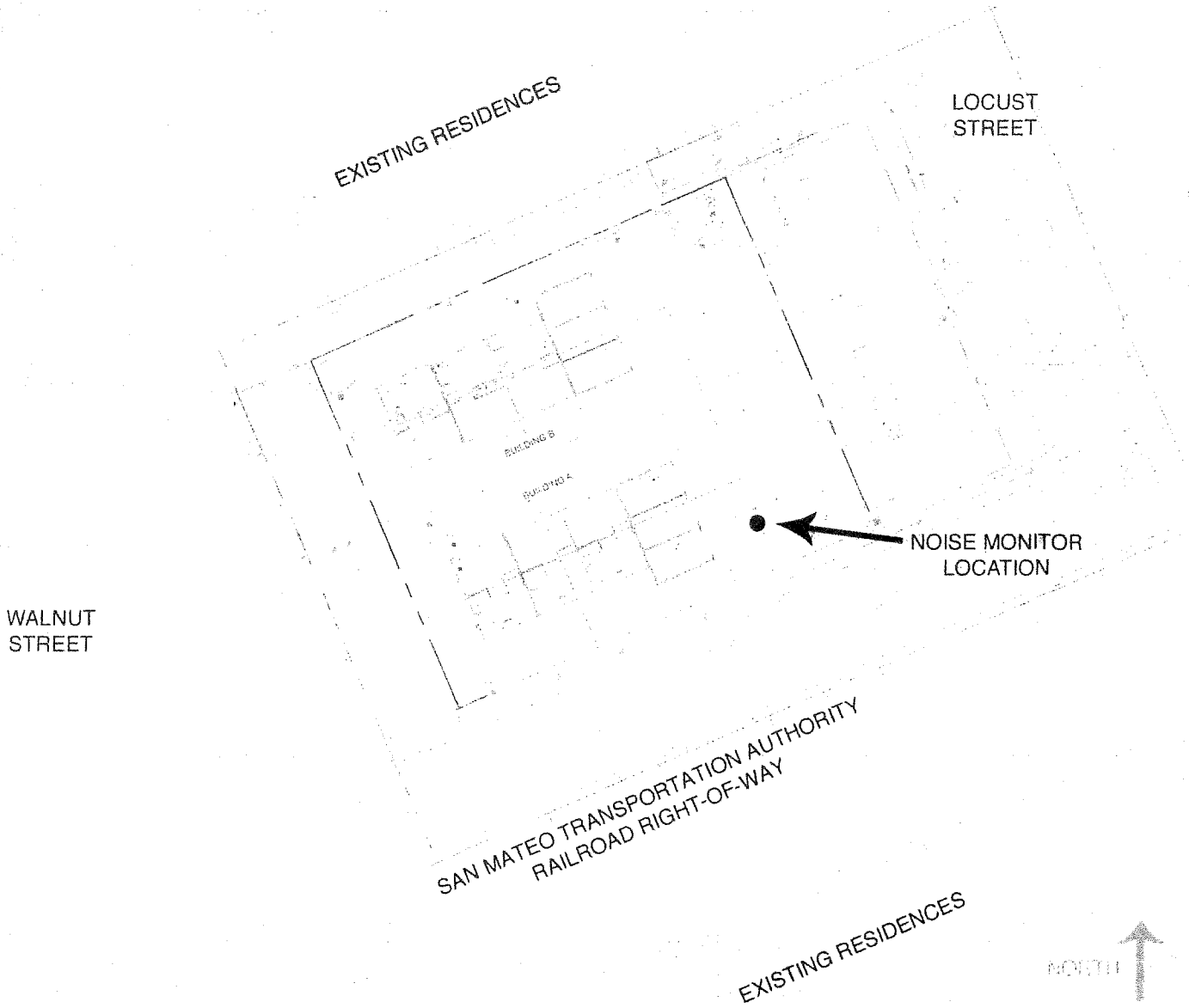
2. Outdoor Use Spaces – Outdoor noise levels will vary, depending on the location on-site and shielding from the planned buildings. Incorporating approximately a 12-foot tall noise barrier along the southern edge of the site, and wrapping it along the east and western edges, would reduce estimated train noise to approximately DNL 70 dB for outdoor residents at-grade. For reference, preliminary estimates suggest that reducing train noise to DNL 65 dB would require approximately a 17-foot tall barrier, and it would likely not be feasible to reduce train noise to the City's goal of DNL 60 dB. Effective barriers should be solid from bottom to top with no cracks or gaps, and should have a minimum surface density of approximately three pounds per square foot.
3. Ground-Borne Vibration Due to Rail
  - A. As indicated above, ground-borne vibration due to trains may be 80 VdB or higher at the site. This exceeds the City's draft General Plan Update goal by approximately 5 VdB for occasional events. For reference, the FTA Document states the following:

*"Projected ground-borne vibration is 0 to 5 decibels greater than the impact threshold. In this range there is still a significant chance that actual ground-borne vibration levels will be below the impact threshold. In this case, the impact would be reported in the environmental document as exceeding the applicable threshold and a commitment would be made to conduct more detailed studies to refine the vibration impact analysis during final design and determine appropriate mitigation, if necessary. A site-specific Detailed Analysis may show that vibration control measures are not needed."*

Note that the FTA guidelines are intended to help assess the potential impact of new rail projects onto existing land uses.
  - B. Ground-borne vibration propagating into a structure can use interior elements (e.g., furniture, wall pictures, lamps, etc.) to vibrate. Although it is generally at a very low level, these vibrating components radiate noise that can sometimes be audible. The design team should consider options to reduce vibration amplification in the structure. This may include limiting the length of joist spans, using deeper and stiffer joists than typical, and using thick plywood subfloors that are screwed and glued to joists. In addition, prospective buyers should be made aware of the potential for audible and feel-able noise and vibration through a full disclosure statement.
4. It should be noted that the noise and vibration estimates described above are based on methodology outlined in the FTA Document, and available information included in the Dumbarton TOD and SMTA PSR. They are dependent on several factors, many of which are not clearly known at this time. Therefore, actual noise and vibration levels may be higher or lower than estimated above. It is expected that rail noise and vibration, and the potential impacts and mitigation measures for trains, will be studied in a future EIR if rail plans proceed for this corridor.

\* \* \*

↑ THORNTON AVENUE BEYOND ↑



● INDICATES APPROXIMATE NOISE MEASUREMENT LOCATION  
 NOTE: DRAWING PROVIDED BY OTHERS; NO SCALE

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 CHARLES M. SALTER ASSOCIATES, INC  
 FOR ACOUSTICAL DESIGN INFORMATION ONLY

7843 RAILROAD AVENUE  
 SITE PLAN INDICATING  
 NOISE MEASUREMENT LOCATION

FIGURE 1

CSA PROJECT NO. 13-0492  
 6 NOVEMBER 2013  
 JMR

ORDINANCE NO.

ORDINANCE OF THE CITY COUNCIL OF THE CITY OF  
NEWARK ESTABLISHING A PLANNED DEVELOPMENT  
OVERLAY DISTRICT AT 37093 LOCUST STREET (APN: 92-  
125-10)

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

Section 1: Pursuant to Section 17.39.070 of Title 17 (Zoning) of the City of Newark Municipal Code, the City Council of the City of Newark does hereby find that the zoning map amendment embodied in this ordinance is consistent with the General Plan; is necessary and desirable to achieve the purposes of Title 17 (Zoning) of the Newark Municipal Code, which seeks to establish a Planned Development Overlay District on the subject property.

Section 2: The City Council of the City of Newark does hereby find and declare that the zoning map amendment embodied in this ordinance is categorically exempt from the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Section 15061(b)(3), which provides that where it can be seen with certainty that there is no possibility that the activity in question may have a significant impact on the environment, the activity is not subject to CEQA.

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

**F.1 Authorization for the City Manager to sign a Bill of Sale for the sale of retired Police Service Canine Ares - from Police Chief Carroll. (RESOLUTION)**

**Background/Discussion** – Ares is an eight year old Police Service Canine who has served in the City of Newark’s K9 program for six and a half years, which is one and a half years beyond the minimum term for this assignment. Per Newark Police Department Policy #318 – Police Service Dog Program, “Police service canines which become unsuitable for police service work due to age or physical disability shall be retired from active duty. Upon retirement of a police service canine, the current handler of the canine will receive an option to purchase the canine from the City of Newark for a nominal amount (\$1.00).”

A request dated July 11, 2018 from K9 Officer Nick Mavrakis states that he wishes to purchase Police Service Canine Ares from the City of Newark. The Police Department recommends the sale of Ares to Officer Mavrakis for the amount of \$1. A Bill of Sale and sales receipt have been prepared for this transaction. The Bill of Sale states that the title of the canine will be given to Officer Mavrakis, who will be solely responsible for all expenses and any liability that may be accrued from the date and time of sale stated in the agreement.

**Attachment**

**Action** - It is recommended that the City Council, by resolution, authorize the City Manager to sign a Bill of Sale for the sale of retired Police Service Canine Ares.

RESOLUTION NO.

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF  
NEWARK AUTHORIZING THE CITY MANAGER TO SIGN A  
BILL OF SALE FOR THE SALE OF RETIRED POLICE  
SERVICE CANINE ARES

WHEREAS, Police Service Canine Ares has served six and a half years in the City of Newark's K9 Program and shall be retired from active duty; and

WHEREAS, Officer Nick Mavrakis wishes to purchase retired Police Service Canine Ares from the City.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Newark that the City Manager is hereby authorized to sign a Bill of Sale for the sale of retired Police Service Canine Ares.





**BILL OF SALE, WAIVER OF LIABILITY, AND  
HOLD HARMLESS AGREEMENT FOR RETIRED CANINE**

The City of Newark (“City”), in consideration of one dollar (\$1.00) and other good and valuable consideration, receipt of which is hereby acknowledged, does hereby grant, bargain, sell, and assign to Nick Mavrakis (“Transferee”), his successors and assigns, the following retired City police service canine known as “Ares”, an eight year old male German Shepherd, together with all kennel and housing equipment installed at Transferee’s residence by City for the use of said canine.

The canine and kennel facility are transferred in “as is” condition for Transferee’s personal use.

It is understood that this canine was removed from police service because age, performance, or disability made such canine unqualified for further police purposes.

City, its City Council, boards, commissions, officers, agents, and employees (hereinafter collectively referred to as “Releasees”) shall have no liability for further care of said canine or for claims or suits, including claims for death or injury to persons, or loss of, or damage to, property, arising out of activities of, related to, said canine occurring after transfer of said canine to Transferee by City.

To the extent authorized by law, Transferee expressly agrees to defend, indemnify, and hold harmless Releasees from and against any and all liability, claims, demands, damages, losses, causes of action, suits, or judgments of any kind whatsoever (including attorney’s fees and all costs and expenses incurred in connection therewith) by reason of injury to, or death of, any person or persons, or property damage, including loss of use thereof resulting from any act or omission to act by Releasee associated with said canine, effective upon transfer of ownership of said canine to Transferee.

The duty of transferee to indemnify and hold harmless, as set forth herein, shall include the duty to defend as set forth in Section 2778 of the California Civil Code; provided, however, that nothing herein shall be constructed to require Transferee to indemnify Releasees against any responsibility or liability in contravention of Section 2782 of the California Civil Code.

This release, waiver, and hold harmless agreement is binding upon Transferee, his/her heirs, executors, administrators, and assigns.

**CITY OF NEWARK**

**TRANSFEREE**

\_\_\_\_\_  
John Becker, City Manager

\_\_\_\_\_  
Nick Mavrakis

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**APPROVED AS TO FORM:**

\_\_\_\_\_  
David Benoun, City Attorney

\_\_\_\_\_  
Date

**F.2 Authorization for the City of Newark to accept a State of California Office of Traffic Safety (OTS) Selective Traffic Enforcement Program (STEP) grant – from Police Chief Carroll. (RESOLUTION)**

**Background/Discussion** – The State of California Office of Traffic Safety (OTS) is providing funds to local law enforcement agencies through their Selective Traffic Enforcement Program (STEP). The goal is to reduce the number of persons killed and injured in traffic collisions involving alcohol and other primary collision factors through a combination of education and enforcement.

Our population continues to rise due to the tremendous growth in the housing and employment market in the Bay Area. An increase in vehicular and pedestrian traffic will undoubtedly follow suit. In 2015 the Newark Police Department investigated 125 injury accidents with no fatalities. Two years later we investigated 135 injury accidents, of which five were fatalities. Pedestrian and bicyclist safety, speed and stop sign violations, and “sideshow” activities have been a major concern for our citizens over the past several years. Unfortunately we have been unable to adequately address these issues due to past staffing shortages; however, we anticipate being fully staffed in the near future and have also assigned a second officer to the Traffic Unit. With this grant funding we will be able to focus our priorities on high-visibility enforcement operations and training for our new generation of officers.

Program objectives require an educational component, as well as active enforcement, including:

- Participation in national OTS campaigns such as Bicycle and Pedestrian Safety Month, Distracted Driving Awareness Month, and Click It or Ticket Mobilizations;
- Develop a “HOT Sheet” program to notify patrol and traffic officers to be on the lookout for identified repeat DUI offenders;
- Send officers to Standard Field Sobriety Testing (SFST) and Advanced Roadside Impaired Driving Enforcement (ARIDE) training;
- Conduct highly publicized Distracted Driving, Click It or Ticket, DUI/Driver’s License Checkpoints, and pedestrian/bicycle enforcement operations; and
- Present traffic safety enforcement presentations to community members.

Funding in the amount of \$70,000 has been awarded and will be utilized for overtime required to conduct operations/enforcement and provide education; travel expenses to attend training supporting grant goals and objectives; DUI checkpoint supplies; and a radar device to measure the speed of motor vehicles. The project period is October 1, 2018 through September 30, 2019.

**Attachment**

**Action** - It is recommended that the City Council, by resolution, authorize the City accept a State of California Office of Traffic Safety (OTS) Selective Traffic Enforcement Program (STEP) grant.

RESOLUTION NO.

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF  
NEWARK AUTHORIZING THE CITY OF NEWARK TO  
ACCEPT A STATE OF CALIFORNIA OFFICE OF TRAFFIC  
SAFETY (OTS) SELECTIVE TRAFFIC ENFORCEMENT  
PROGRAM (STEP) GRANT AWARD AND AMENDING THE  
2018-2020 BIENNIAL BUDGET

WHEREAS, the State of California Office of Traffic Safety (OTS) is providing funds to local law enforcement agencies through their Selective Traffic Enforcement Program (STEP); and

WHEREAS, the goal is to reduce the number of persons killed and injured in traffic collisions involving alcohol and other primary collision factors through a combination of education and enforcement; and

WHEREAS, our population continues to rise due to the tremendous growth in the housing and employment market in the Bay Area and an increase in vehicular and pedestrian traffic will undoubtedly follow suit; and

WHEREAS, pedestrian and bicyclist safety, speed and stop sign violations, and “sideshow” activities have been a major concern for our citizens over the past several years; and

WHEREAS, program objectives require an educational component, as well as active enforcement, including: participation in national OTS campaigns such as Bicycle and Pedestrian Safety Month, Distracted Driving Awareness Month, and Click It or Ticket Mobilizations; develop a “HOT Sheet” program to notify patrol and traffic officers to be on the lookout for identified repeat DUI offenders; send officers to Standard Field Sobriety Testing (SFST) and Advanced Roadside Impaired Driving Enforcement (ARIDE) training; conduct highly publicized Distracted Driving, Click It or Ticket, DUI/Driver’s License Checkpoints, and pedestrian/bicycle enforcement operations; and present traffic safety enforcement presentations to community members; and

WHEREAS, the Newark Police Department has been allocated funding in the amount of \$70,000; and

WHEREAS, approximately \$53,500 will be utilized for overtime required to conduct operations/enforcement and provide education, \$4,100 for travel expenses to attend training supporting grant goals and objectives, \$8,000 for DUI checkpoint supplies, and \$4,400 for a radar device to measure the speed of motor vehicles; and


WHEREAS, the project period is October 1, 2018 through September 30, 2019;

NOW, THEREFORE, BE IT RESOLVED that:

- 1) the City Council of the City of Newark authorizes the City to accept a State of California Office of Traffic Safety (OTS) Selective Traffic Enforcement Program (STEP) grant award; and
- 2) the certain document entitled “Biennial Budget 2018-2020” is hereby amended as follows:

Fund Number		Amount
035-0000-3550	Federal Grant Revenue	\$70,000
035-1030-4210	Patrol Overtime	\$53,500
035-1030-5350	Training	\$ 4,100
035-1030-5120	Supplies	\$12,400



10. PROJECTED EXPENDITURES						
FUND	CFDA	ITEM/APPROPRIATION	F.Y.	CHAPTER	STATUTE	PROJECTED EXPENDITURES
164-AL-19	20.608	0521-0890-101	2018	2018	29/18	\$45,000.00
402PT-19	20.600	0521-0890-101	2018	2018	29/18	\$25,000.00
				<b>AGREEMENT TOTAL</b>		<b>\$70,000.00</b>
<i>I CERTIFY upon my own personal knowledge that the budgeted funds for the current budget year are available for the period and purpose of the expenditure stated above.</i>				AMOUNT ENCUMBERED BY THIS DOCUMENT		<b>\$70,000.00</b>
				PRIOR AMOUNT ENCUMBERED FOR THIS AGREEMENT		<b>\$ 0.00</b>
				TOTAL AMOUNT ENCUMBERED TO DATE		<b>\$70,000.00</b>
OTS ACCOUNTING OFFICER'S SIGNATURE			DATE SIGNED			
						



**GRANT AGREEMENT**

PT19075

Schedule A

**1. PROBLEM STATEMENT**

The City of Newark which is located in southern Alameda County has a population of over 45,700 people in an area of 13.9 square miles. One major freeway and one state highway traverse the city's boundaries. Interstate 880 spans the east side of the city and State Route 84 spans the north side of the city. These major thoroughfares contribute to higher traffic volume within the city limits, especially during commute hours. In addition, several rail transportation lines serve the city which includes the Altamont Commuter Express (ACE) and Amtrak that impact our traffic concerns.

Over the last several years Newark has developed hundreds of new homes which increases the volume of vehicular and pedestrian traffic. In 2015 our population was 44,430 and increased to 44,767 in 2016. At the end of 2017 our community was home to 45,422 residents and in 2020 it is projected to be 52,500 by the US Census. It is evident that the substantial growth in population has increased our vehicular and pedestrian collisions. In 2015 we investigated 125 injury accidents with zero fatalities. Just two years later we investigated 135 injury accidents and five fatalities which is an increase of 500% in traffic deaths. With companies such as Facebook and Apple offering their employees financial incentives to live within a certain distance of their campus, the City of Newark expects to see a rise in traffic-related issues as our location, access to both sides of the bay, and lower housing costs make it an attractive place for employees to live. The increase in residents will add to the number of vehicles and pedestrians on our roadways and sidewalks.

To address our growing traffic-related concerns, the Newark Police Department established an overarching goal to reduce the number of injury collisions and promote a safer vehicle and pedestrian environment through the use of enforcement, education, engineering, and evaluation. The emphasis on traffic safety comes at a time when injury and fatal collisions have been on a steady increase in Newark.

One of the reasons for the rise in injury collisions is that the department had not been able to focus on traffic enforcement due to staffing shortages. Over the last several years, we have hired an unprecedented number of officers. The majority of our patrol staff consists of officers with only a few years of experience or are still on probation. However, we anticipate that we will be fully staffed by mid/end of 2018. The Chief has made it clear to staff that traffic enforcement is one of his priorities and has directed all new officers to receive training in traffic enforcement during their initial Field Training Program. In 2015, we issued a total of 1,886 citations, 1,408 citations the following year and 1,115 in 2017. We firmly believe this decrease is a direct correlation between the number of traffic citations issued and the number traffic collisions within the city. With more staffing we expect that our traffic citation numbers will grow in 2018. The department attempted to increase our focus on high-visibility enforcement with overtime spending. We have focused much of our enforcement efforts on speeding, persons driving under the influence, and other identified primary collision factors. We will continue to analyze the most common primary collision factors for high-visibility enforcement operations.

Pedestrian and bicycle safety is also a concern in the City of Newark. In 2017, we had three major injury collisions where pedestrians were involved with two resulting in a fatality. Pedestrian safety is an area that we have been focusing enforcement and education efforts towards and will continue putting resources into this area during the life of this grant.

Currently, the number one complaint from our community is traffic related issues. We receive requests for additional traffic enforcement on a daily basis. The most common type of complaints are regarding speed and stop sign violations in residential areas and "sideshow" activities in our industrial areas. The Newark Police Department is in need of additional resources to decrease the overall number of traffic-related complaints. We have identified some specific areas such as speed, impaired driving, and pedestrian/bicycle safety as areas that need enforcement and education.

The overall increase in injury collisions has affected the entire population of Newark. Through our continued partnership with OTS and emphasizing education, enforcement, and evaluation we will create a safer vehicle and pedestrian environment on our roadways.

**2. PERFORMANCE MEASURES****A. Goals:**

7/13/2018 2:40:25 PM

Page 3 of 15

1. Reduce the number of persons killed in traffic collisions.
2. Reduce the number of persons injured in traffic collisions.
3. Reduce the number of pedestrians killed in traffic collisions.
4. Reduce the number of pedestrians injured in traffic collisions.
5. Reduce the number of bicyclists killed in traffic collisions.
6. Reduce the number of bicyclists injured in traffic collisions.
7. Reduce the number of persons killed in alcohol-involved collisions.
8. Reduce the number of persons injured in alcohol-involved collisions.
9. Reduce the number of persons killed in drug-involved collisions.
10. Reduce the number of persons injured in drug-involved collisions.
11. Reduce the number of persons killed in alcohol/drug combo-involved collisions.
12. Reduce the number of persons injured in alcohol/drug combo-involved collisions.
13. Reduce the number of motorcyclists killed in traffic collisions.
14. Reduce the number of motorcyclists injured in traffic collisions.
15. Reduce hit & run fatal collisions.
16. Reduce hit & run injury collisions.
17. Reduce nighttime (2100 - 0259 hours) fatal collisions.
18. Reduce nighttime (2100 - 0259 hours) injury collisions.

<b>B. Objectives:</b>	<b>Target Number</b>
1. Issue a press release announcing the kick-off of the grant by November 15. The kick-off press releases and media advisories, alerts, and materials must be emailed to the OTS Public Information Officer at pio@ots.ca.gov, and copied to your OTS Coordinator, for approval 14 days prior to the issuance date of the release.	1
2. Participate and report data (as required) in the following campaigns, National Walk to School Day, NHTSA Winter & Summer Mobilization, National Bicycle Safety Month, National Click it or Ticket Mobilization, National Teen Driver Safety Week, National Distracted Driving Awareness Month, National Motorcycle Safety Month, National Child Passenger Safety Week, and California's Pedestrian Safety Month.	10
3. Develop (by December 31) and/or maintain a "HOT Sheet" program to notify patrol and traffic officers to be on the lookout for identified repeat DUI offenders with a suspended or revoked license as a result of DUI convictions. Updated HOT sheets should be distributed to patrol and traffic officers monthly.	12
4. Send law enforcement personnel to the NHTSA Standardized Field Sobriety Testing (SFST) (minimum 16 hours) POST-certified training.	10
5. Send law enforcement personnel to the NHTSA Advanced Roadside Impaired Driving Enforcement (ARIDE) 16 hour POST-certified training.	10
6. Send law enforcement personnel to SFST Instructor training.	2
7. Conduct DUI/DL Checkpoints. A minimum of 1 checkpoint should be conducted during the NHTSA Winter Mobilization and 1 during the Summer Mobilization. To enhance the overall deterrent effect and promote high visibility, it is recommended the grantee issue an advance press release and conduct social media activity for each checkpoint. For combination DUI/DL checkpoints, departments should issue press releases that mention DL's will be checked at the DUI/DL checkpoint. Signs for DUI/DL checkpoints should read "DUI/Driver's License Checkpoint Ahead." OTS does not fund or support independent DL checkpoints. Only on an exception basis and with OTS pre-approval will OTS fund checkpoints that begin prior to 1800 hours. When possible, DUI/DL Checkpoint screeners should be DRE- or ARIDE-trained.	3
8. Conduct DUI Saturation Patrol operation(s).	5
9. Conduct Traffic Enforcement operation(s), including but not limited to, primary collision factor violations.	4
10. Conduct highly publicized Distracted Driving enforcement operation(s) targeting drivers using hand held cell phones and texting.	2
11. Conduct Nighttime (1800-0559) Click It or Ticket enforcement operation(s).	1
12. Conduct highly publicized pedestrian and/or bicycle enforcement operation(s) in areas or during events with a high number of pedestrian and/or bicycle collisions resulting from violations made by pedestrians, bicyclists, and drivers.	2
13. Conduct Traffic Safety educational presentation(s) with an effort to reach community	2



members. Note: Presentation(s) may include topics such as distracted driving, DUI, speed, bicycle and pedestrian safety, seat belts and child passenger safety.

### 3. METHOD OF PROCEDURE

#### A. Phase 1 – Program Preparation (1<sup>st</sup> Quarter of Grant Year)

- The department will develop operational plans to implement the “best practice” strategies outlined in the objectives section.
- All training needed to implement the program should be conducted this quarter.
- All grant-related purchases needed to implement the program should be made this quarter.
- In order to develop/maintain the “Hot Sheets,” research will be conducted to identify the “worst of the worst” repeat DUI offenders with a suspended or revoked license as a result of DUI convictions. The Hot Sheets may include the driver’s name, last known address, DOB, description, current license status, and the number of times suspended or revoked for DUI. Hot Sheets should be updated and distributed to traffic and patrol officers at least monthly.
- Implementation of the STEP grant activities will be accomplished by deploying personnel at high collision locations.

#### Media Requirements

- Issue a press release announcing the kick-off of the grant by November 15, but no earlier than October 1. If unable to meet the November 15 date, communicate reasons to your OTS Coordinator. The kick-off press releases and any related media advisories, alerts, and materials must be emailed for approval to the OTS Public Information Officer at [pio@ots.ca.gov](mailto:pio@ots.ca.gov), and copied to your OTS Coordinator, 14 days prior to the issuance date of the release.

#### B. Phase 2 – Program Operations (Throughout Grant Year)

The department will work to create media opportunities throughout the grant period to call attention to the innovative program strategies and outcomes.

#### Media Requirements

- Send all grant-related activity press releases, media advisories, alerts and general public materials to the OTS Public Information Officer (PIO) at [pio@ots.ca.gov](mailto:pio@ots.ca.gov), with a copy to your OTS Coordinator. The following requirements are for grant-related activities and are different from those regarding any grant kick-off release or announcement.
- If an OTS-supplied, template-based press release is used, there is no need for pre-approval, however, the OTS PIO and Coordinator should be copied when at the same time as the release is distributed to the press.
- If an OTS-supplied template is not used or is substantially changed, a draft press release shall be sent to the OTS PIO for approval. Optimum lead-time would be 10 days prior to the release distribution date but should be no less than 5 working days prior to the release distribution date.
- Press releases reporting the immediate and time-valued results of grant activities such as enforcement operations are exempt from the recommended advance approval process, but still should be copied to the OTS PIO and Coordinator when the release is distributed to the press.
- Activities such as warrant or probation sweeps and court stings that could be compromised by advanced publicity are exempt from pre-publicity but are encouraged to offer embargoed media coverage and to report the results.
- Use the following standard language in all press, media, and printed materials: Funding for this program was provided by a grant from the California Office of Traffic Safety, through the National Highway Traffic Safety Administration.
- Email the OTS PIO at [pio@ots.ca.gov](mailto:pio@ots.ca.gov) and copy your OTS Coordinator at least 30 days in advance, a short description of any significant grant-related traffic safety event or program so OTS has sufficient notice to arrange for attendance and/or participation in the event.
- Submit a draft or rough-cut of all printed or recorded material (brochures, posters, scripts, artwork, trailer graphics, etc.) to the OTS PIO at [pio@ots.ca.gov](mailto:pio@ots.ca.gov) and copy your OTS Coordinator for approval 14 days prior to the production or duplication.
- Space permitting, include the OTS logo, on grant-funded print materials; consult your OTS Coordinator for specifics and format-appropriate logos.
- Contact the OTS PIO or your OTS Coordinator, sufficiently far enough in advance of need, for consultation when deviation from any of the above requirements might be contemplated

**C. Phase 3 – Data Collection & Reporting (Throughout Grant Year)**

- Invoice Claims (due January 30, April 30, July 30, and October 30)
- Quarterly Performance Reports (due January 30, April 30, July 30, and October 30)
  - Collect and report quarterly, appropriate data that supports the progress of goals and objectives.
  - Provide a brief list of activity conducted, procurement of grant-funded items, and significant media activities. Include status of grant-funded personnel, status of contracts, challenges, or special accomplishments.
  - Provide a brief summary of quarterly accomplishments and explanations for objectives not completed or plans for upcoming activities.
  - Collect, analyze and report statistical data relating to the grant goals and objectives.

**4. METHOD OF EVALUATION**

Using the data compiled during the grant, the Grant Director will complete the “Final Evaluation” section in the fourth/final Quarterly Performance Report (QPR). The Final Evaluation should provide a brief summary of the grant’s accomplishments, challenges and significant activities. This narrative should also include whether goals and objectives were met, exceeded, or an explanation of why objectives were not completed.

**5. ADMINISTRATIVE SUPPORT**

This program has full administrative support, and every effort will be made to continue the grant activities after grant conclusion.

**GRANT AGREEMENT**

**PT19075**

Schedule B

FUND NUMBER	CATALOG NUMBER (CFDA)	FUND DESCRIPTION	TOTAL AMOUNT
164AL-19	20.608	Minimum Penalties for Repeat Offenders for Driving While Intoxicated	\$45,000.00
402PT-19	20.600	State and Community Highway Safety	\$25,000.00

COST CATEGORY	CFDA	TOTAL COST TO GRANT
<b>A. PERSONNEL COSTS</b>		
Positions and Salaries		
<b>Full-Time</b>		\$0.00
<b>Overtime</b>		
DUI/DL Checkpoints	20.608	\$22,140.00
DUI Saturation Patrols	20.608	\$14,331.00
Benefits OT - 1.45%	20.608	\$529.00
Traffic Enforcement	20.600	\$7,312.00
Distracted Driving	20.600	\$3,000.00
Night-time Click It Or Ticket	20.600	\$1,500.00
Pedestrian and Bicycle Enforcement	20.600	\$3,000.00
Traffic Safety Education	20.600	\$1,500.00
Benefits OT @1.45%	20.600	\$237.00
<b>Part-Time</b>		\$0.00
Category Sub-Total		\$53,549.00
<b>B. TRAVEL EXPENSES</b>		
In State Travel	20.600	\$4,061.00
		\$0.00
Category Sub-Total		\$4,061.00
<b>C. CONTRACTUAL SERVICES</b>		
		\$0.00
Category Sub-Total		\$0.00
<b>D. EQUIPMENT</b>		
		\$0.00
Category Sub-Total		\$0.00
<b>E. OTHER DIRECT COSTS</b>		
DUI Checkpoint Supplies	20.608	\$8,000.00
Radar Device	20.600	\$4,390.00
Category Sub-Total		\$12,390.00
<b>F. INDIRECT COSTS</b>		
		\$0.00
Category Sub-Total		\$0.00
<b>GRANT TOTAL</b>		<b>\$70,000.00</b>

<b>BUDGET NARRATIVE</b>	
<b>PERSONNEL COSTS</b>	<b>QUANTITY</b>
DUI/DL Checkpoints - Overtime for grant funded law enforcement operations conducted by appropriate department personnel.	3
DUI Saturation Patrols - Overtime for grant funded law enforcement operations conducted by appropriate department personnel.	5
Benefits OT - 1.45% - Medicare 1.45%	1
Traffic Enforcement - Overtime for grant funded law enforcement operations conducted by appropriate department personnel.	4
Distracted Driving - Overtime for grant funded law enforcement operations conducted by appropriate department personnel.	2
Night-time Click It Or Ticket - Overtime for grant funded law enforcement operations conducted by appropriate department personnel.	1
Pedestrian and Bicycle Enforcement - Overtime for grant funded law enforcement operations conducted by appropriate department personnel.	2
Traffic Safety Education - Overtime for grant funded traffic safety presentations or campaigns conducted by appropriate department personnel.	2
Benefits OT @1.45% - Medicare 1.45%	1
<b>TRAVEL EXPENSES</b>	
In State Travel - Costs are included for appropriate staff to attend conferences and training events supporting the grant goals and objectives and/or traffic safety. Local mileage for grant activities and meetings is included. Anticipated travel may include (SFST, ARIDE, SFST Instructor courses, and the Governor's Highway Safety Association conference and the annual International Association of Chiefs of Police DRE conference which are both scheduled for Anaheim). All conferences, seminars or training not specifically identified in the Budget Narrative must be approved by OTS. All travel claimed must be at the agency approved rate. Per Diem may not be claimed for meals provided at conferences when registration fees are paid with OTS grant funds.	1
<b>CONTRACTUAL SERVICES</b>	
-	
<b>EQUIPMENT</b>	
-	
<b>OTHER DIRECT COSTS</b>	
DUI Checkpoint Supplies - DUI Checkpoint Supplies - on-scene supplies needed to conduct sobriety checkpoints. Costs may include 28" traffic cones, MUTCD compliant traffic signs, MUTCD compliant high visibility vests (maximum of 10), traffic counters (maximum of 2), generator, gas for generators, lighting, reflective banners, electronic flares, PAS device supplies, heater, propane for heaters, fan, anti-fatigue mats, and canopies. Additional items may be purchased if approved by OTS. The cost of food and beverages will not be reimbursed.	1
Radar Device - Radar Device - to measure the speed of motor vehicles. This device will be used for speed enforcement.	2
<b>INDIRECT COSTS</b>	
-	

**STATEMENTS/DISCLAIMERS**

There will be no program income generated from this grant.

Nothing in this "agreement" shall be interpreted as a requirement, formal or informal, that a particular law enforcement officer issue a specified or predetermined number of citations in pursuance of the goals and objectives.

**CERTIFICATIONS AND ASSURANCES**  
**HIGHWAY SAFETY GRANTS**  
**(23 U.S.C. CHAPTER 4 AND SEC. 1906, PUB. L. 109-59, AS AMENDED)**

Failure to comply with applicable Federal statutes, regulations, and directives may subject Grantee Agency officials to civil or criminal penalties and/or place the State in a high-risk grantee status in accordance with 49 CFR §18.12.

The officials named on the grant agreement, certify by way of signature on the grant agreement signature page, that the Grantee Agency complies with all applicable Federal statutes, regulations, and directives and State rules, guidelines, policies and laws in effect with respect to the periods for which it receives grant funding. Applicable provisions include, but are not limited to, the following:

- 23 U.S.C. Chapter 4—Highway Safety Act of 1966, as amended
- 49 CFR Part 18—Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments
- 23 CFR Part 1300—Uniform Procedures for State Highway Safety Grant Programs

**NONDISCRIMINATION**

(applies to subrecipients as well as States)

The State highway safety agency will comply with all Federal statutes and implementing regulations relating to nondiscrimination (“Federal Nondiscrimination Authorities”). These include but are not limited to:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin) and 49 CFR part 21;
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. 324 et seq.), and Title IX of the Education Amendments of 1972, as amended (20 U.S.C. 1681-1683 and 1685-1686) (prohibit discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. 794 et seq.), as amended, (prohibits discrimination on the basis of disability) and 49 CFR part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. 6101 et seq.), (prohibits discrimination on the basis of age);
- The Civil Rights Restoration Act of 1987, (Pub. L. 100-209), (broadens scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal aid recipients, subrecipients and contractors, whether such programs or activities are Federally-funded or not);
- Titles II and III of the Americans with Disabilities Act (42 U.S.C. 12131-12189) (prohibits discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing) and 49 CFR parts 37 and 38;

- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations (prevents discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations); and
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency (guards against Title VI national origin discrimination/discrimination because of limited English proficiency (LEP) by ensuring that funding recipients take reasonable steps to ensure that LEP persons have meaningful access to programs (70 FR 74087-74100)).

The State highway safety agency—

- Will take all measures necessary to ensure that no person in the United States shall, on the grounds of race, color, national origin, disability, sex, age, limited English proficiency, or membership in any other class protected by Federal Nondiscrimination Authorities, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any of its programs or activities, so long as any portion of the program is Federally-assisted;
- Will administer the program in a manner that reasonably ensures that any of its subrecipients, contractors, subcontractors, and consultants receiving Federal financial assistance under this program will comply with all requirements of the Non-Discrimination Authorities identified in this Assurance;
- Agrees to comply (and require its subrecipients, contractors, subcontractors, and consultants to comply) with all applicable provisions of law or regulation governing US DOT's or NHTSA's access to records, accounts, documents, information, facilities, and staff, and to cooperate and comply with any program or compliance reviews, and/or complaint investigations conducted by US DOT or NHTSA under any Federal Nondiscrimination Authority;
- Acknowledges that the United States has a right to seek judicial enforcement with regard to any matter arising under these Non-Discrimination Authorities and this Assurance;
- Agrees to insert in all contracts and funding agreements with other State or private entities the following clause:

“During the performance of this contract/funding agreement, the contractor/funding recipient agrees—

- To comply with all Federal nondiscrimination laws and regulations, as may be amended from time to time;
- Not to participate directly or indirectly in the discrimination prohibited by any Federal non-discrimination law or regulation, as set forth in appendix B of 49 CFR part 21 and herein;
- To permit access to its books, records, accounts, other sources of information, and its facilities as required by the State highway safety office, US DOT or NHTSA;
- That, in event a contractor/funding recipient fails to comply with any nondiscrimination provisions in this contract/funding agreement, the State highway safety agency will have the right to impose such contract/agreement sanctions as it or NHTSA determine are appropriate, including but not limited to withholding payments to the contractor/funding recipient under the contract/agreement until the contractor/funding recipient complies; and/or cancelling, terminating, or suspending a contract or funding agreement, in whole or in part; and
- To insert this clause, including paragraphs (a) through (e), in every subcontract and sub agreement and in every solicitation for a subcontract or sub-agreement, that receives Federal funds under this program.

**POLITICAL ACTIVITY (HATCH ACT)**

(applies to subrecipients as well as States)

The State will comply with provisions of the Hatch Act (5 U.S.C. 1501-1508), which limits the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

**CERTIFICATION REGARDING FEDERAL LOBBYING**

(applies to subrecipients as well as States)

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

- 1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;
- 2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions;
- 3. The undersigned shall require that the language of this certification be included in the award documents for all sub-award at all tiers (including subcontracts, subgrants, and contracts under grant, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

**RESTRICTION ON STATE LOBBYING**

(applies to subrecipients as well as States)

None of the funds under this program will be used for any activity specifically designed to urge or influence a State or local legislator to favor or oppose the adoption of any specific legislative proposal pending before any State or local legislative body. Such activities include both direct and indirect (e.g., "grassroots") lobbying activities, with one exception. This does not preclude a State official whose salary is supported with NHTSA funds from engaging in direct communications with State or local legislative officials, in accordance with customary State practice, even if such communications urge legislative officials to favor or oppose the adoption of a specific pending legislative proposal.

**CERTIFICATION REGARDING DEBARMENT AND SUSPENSION**

(applies to subrecipients as well as States)

**Instructions for Primary Tier Participant Certification (States)**

- 1. By signing and submitting this proposal, the prospective primary tier participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR parts 180 and 1200.



2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective primary tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary tier participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default or may pursue suspension or debarment.
4. The prospective primary tier participant shall provide immediate written notice to the department or agency to which this proposal is submitted if at any time the prospective primary tier participant learns its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms covered transaction, civil judgment, debarment, suspension, ineligible, participant, person, principal, and voluntarily excluded, as used in this clause, are defined in 2 CFR parts 180 and 1200. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
6. The prospective primary tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.
7. The prospective primary tier participant further agrees by submitting this proposal that it will include the clause titled "Instructions for Lower Tier Participant Certification" including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower Tier Covered Transaction," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR parts 180 and 1200.
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any prospective lower tier participants, each participant may, but is not required to, check the System for Award Management Exclusions website (<https://www.sam.gov/>).
9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, the department or agency may terminate the transaction for cause or default.

#### **Certification Regarding Debarment, Suspension, and Other Responsibility Matters-Primary Tier Covered Transactions**

- (1) The prospective primary tier participant certifies to the best of its knowledge and belief, that it and its principals:
  - (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;

- (b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or Local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
- (d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

(2) Where the prospective primary tier participant is unable to certify to any of the Statements in this certification, such prospective participant shall attach an explanation to this proposal.

### **Instructions for Lower Tier Participant Certification**

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR parts 180 and 1200.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms covered transaction, civil judgment, debarment, suspension, ineligible, participant, person, principal, and voluntarily excluded, as used in this clause, are defined in 2 CFR parts 180 and 1200. You may contact the person to whom this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Instructions for Lower Tier Participant Certification" including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR parts 180 and 1200.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any prospective lower tier participants, each participant may, but is not required to, check the System for Award Management Exclusions website (<https://www.sam.gov/>).
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.



9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.

**Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion -- Lower Tier Covered Transactions:**

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.
2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

**BUY AMERICA ACT**

(applies to subrecipients as well as States)

The State and each subrecipient will comply with the Buy America requirement (23 U.S.C. 313) when purchasing items using Federal funds. Buy America requires a State, or subrecipient, to purchase with Federal funds only steel, iron and manufactured products produced in the United States, unless the Secretary of Transportation determines that such domestically produced items would be inconsistent with the public interest, that such materials are not reasonably available and of a satisfactory quality, or that inclusion of domestic materials will increase the cost of the overall project contract by more than 25 percent. In order to use Federal funds to purchase foreign produced items, the State must submit a waiver request that provides an adequate basis and justification for approval by the Secretary of Transportation.

**PROHIBITION ON USING GRANT FUNDS TO CHECK FOR HELMET USAGE**

(applies to subrecipients as well as States)

The State and each subrecipient will not use 23 U.S.C. Chapter 4 grant funds for programs to check helmet usage or to create checkpoints that specifically target motorcyclists.

**LAW ENFORCEMENT AGENCIES**

All subrecipient law enforcement agencies shall comply with California law regarding profiling. Penal Code section 13519.4, subdivision (e), defines "racial profiling" as the "practice of detaining a suspect based on a broad set of criteria which casts suspicion on an entire class of people without any individualized suspicion of the particular person being stopped." Then, subdivision (f) of that section goes on to provide, "A law enforcement officer shall not engage in racial profiling."

**F.3 Approval of plans and specifications, acceptance of bid and award of contract to G. Bortolotto & Company, Inc. for the 2018 Asphalt Concrete Street Overlay Program, Project 1179 – from Senior Civil Engineer Tran.(MOTION)(RESOLUTION)**

**Background/Discussion** – This year’s pavement maintenance overlay and patch paving projects are being combined into one project to encourage better unit prices. The combined project scope of work includes localized patch paving, pavement grinding, placement of new asphalt concrete pavement, and re-striping on various City streets.

Patch paving consists of the removal and replacement of localized pavement failures. The project includes work on streets that will be resurfaced with a slurry seal under a separate contract, Project 1180, anticipated to be awarded in August. The project will also perform patch paving on streets where a localized pavement failure is too severe to correct with a surface (skin) patch, but the entire street does not need structural upgrading with an asphalt concrete overlay.

Asphalt concrete overlays involve the placement of an additional layer of asphalt concrete pavement on streets showing a relatively uniform distress pattern over most of the pavement surface. This condition indicates that the pavement needs structural upgrading to accommodate current and future traffic loads. A structural upgrade will prevent complete failure of the street pavement and avoid the very expensive process of complete roadway reconstruction. The increased structural strength due to an asphalt concrete overlay typically extends the useful life of a street by at least ten years.

The streets on the asphalt concrete overlay project include: Anvers Place, Balentine Drive from Stevenson Boulevard to Cedar Boulevard, Cabot Court, Central Avenue from I-880 overpass to Timber Street, Ervin Court, La Salle Drive from Cherry Street to Fontaine Avenue, Landes Place, and Spencer Court.

Bids for the project were opened on July 10, 2018 with the following results:

<b>Bidder</b>	<b>Amount</b>
G. Bortolotto & Company, Inc.	\$ 1,742,933.20
O’Grady Paving, Inc.	2,055,757.50
Granite Construction Company	2,175,125.50
DeSilva Gates Construction	2,253,912.00
Engineer’s Estimate	\$ 1,500,000.00

The 2016-2018 and 2018-2020 Biennial Budgets include sufficient funding for this project in Fiscal Years 2017-2018 and 2018-2019 through a combination of Alameda County Measure B/BB Sales Tax funds, Vehicle Registration Fee funds, SB1 Road Maintenance and Rehabilitation Account funds, and Highway Users Tax.

Staff recommends that this project be awarded to the lowest responsible bidder, G. Bortolotto & Company, Inc.

**Attachment**

**Action** – It is recommended that the City Council, by motion, approve the plans and specifications and by resolution, accept the bid and award the contract to G. Bortolotto & Company, Inc. for the 2018 Asphalt Concrete Street Overlay Program, Project 1179.

RESOLUTION NO.

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF  
NEWARK ACCEPTING THE BID AND AWARDING THE  
CONTRACT TO G. BORTOLOTTO & COMPANY, INC. FOR  
THE 2018 ASPHALT CONCRETE STREET OVERLAY  
PROGRAM, PROJECT 1179

BE IT RESOLVED that the City Council of the City of Newark does hereby find that G. Bortolotto & Company, Inc. was the lowest responsible bidder for the 2018 Asphalt Concrete Street Overlay Program, Project 1179, in the City of Newark;

BE IT FURTHER RESOLVED that the City Council does hereby accept said bid of said company and does hereby authorize the Mayor of the City of Newark to sign an agreement with said company for the construction of the 2018 Asphalt Concrete Street Overlay Program, Project 1179, according to the plans, specifications, and terms of said bid.

**F.4 Amendment of the 2018-2020 Biennial Budget and Capital Improvement Plan for Fiscal Year 2018-2019 for Capital Improvement Plan Budget Rollover – from Administrative Services Director Woodstock. (RESOLUTION)**

**Background/Discussion** – Fiscal Year 2018-2019 is the first year in the City’s two-year budget cycle. As the new budget year begins it is necessary to bring forward the unused funds in the approved Capital Improvement Plan (CIP).

The budgeted projects in the CIP that are ongoing require re-appropriation for each fiscal year. The amount for each project reflects the remaining balance for the projects. Projects that have been completed or have been combined with another project are closed and not include in this ongoing list. The capital budget amendments include appropriating over \$82.0 million in projects, this includes the New Civic Center project funding.

In FY 2017-2018, Senate Bill 1 - the Road Repair and Accountability Act of 2017 funds were received by the City in the amount of \$253,000. This funding has been added to the Street Asphalt Concrete Overlay project (Project No. 1179) and the Slurry Seal project (Project No. 1180).

Exhibit A shows the budget of the CIP projects that require rollover of appropriations.

**Attachment**

**Action** - It is recommended that the City Council, by resolution, amend the 2018-2020 Biennial Budget and Capital Improvement Plan for Fiscal Year 2018-2019 for Capital Improvement Plan budget rollover.

RESOLUTION NO.

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF  
NEWARK AMENDING THE 2018-2020 BIENNIAL BUDGET  
AND CAPITAL IMPROVEMENT PLAN FOR FISCAL YEAR  
2018-2019 FOR CAPITAL IMPROVEMENT PLAN BUDGET  
ROLLOVER

BE IT RESOLVED by the City Council of the City of Newark that the certain document entitled "2018-2020 Biennial Budget and Capital Improvement Plan of the City of Newark" for Fiscal Year 2018-2019 adopted by Resolution No. 10794 on June 14, 2018 is hereby amended as set forth in Exhibit A.



**City of Newark**  
**Capital Projects Budget Rollover and Additional Project Budget Requests**  
**Fiscal Year 2018-2019**

Exhibit A

<b>Fund</b>	<b>Fund/Project Description</b>	<b>Project</b>	<b>Capital Rollovers</b>	<b>Total by Fund</b>
<b>Park Construction (104-5400-5280)</b>				
104	Sportsfield Park All-Weather Turf Fields – Phase 1 (Design)	1192	265,000	
	Skate Park at Sportsfield Park – Phase 1 (Design)	1193	210,000	
	Dog Parks at Birch Grove and Newark Community Parks – Phase 1 (Design)	1194	66,000	541,000
<b>Street Construction (XXX-5000-5280)</b>				
201	2016 Street Asphalt Concrete Overlay Program	1116	3,000	
	2017 Street Tree Maintenance	1119C	56,000	
	2017 Traffic Calming Measures	1160	29,000	
	Citywide Accessible Pedestrian Ramps (Ongoing 2017-2018)	1167	60,000	148,000
202	Cast Iron Storm Water Grate Replacement Program	890	15,000	15,000
203	Lindsay Tract Storm Drainage Study	766	66,000	
	2016 Street Tree Maintenance	1119	5,000	
	2017 Thermoplastic Street Striping	1159	13,000	
	Citywide Street Signs (Ongoing 2017-2018)	1173	8,000	
	2017 Street Asphalt Concrete Overlay Program	1179	80,000	
	Citywide Speed Survey	1184	21,000	193,000
204	2017 Street Asphalt Concrete Overlay Program	1179	451,000	451,000
206	Traffic Calming Measures (Ongoing 2017-2018)	1182	50,000	
	Traffic Signal - LED Lamp and Accessory Replacement (Ongoing 2017-2018)	1183	11,000	61,000
207	Central Avenue Overpass	600	630,000	630,000
208	Citywide Geographic Information System (GIS)	456	23,000	23,000
212	2016 Citywide Accessible Pedestrian Ramps	1101	47,000	
	2017 Curb, Gutter, and Sidewalk Replacement	1181	130,000	177,000
216	2017 Street Asphalt Concrete Overlay Program	1179	130,000	
	2017 Curb, Gutter, and Sidewalk Replacement	1181	14,000	144,000
217	Central Avenue Overpass Project Development Phase I	1014	1,569,000	1,569,000
218	2017 Street Slurry Seal Program	1142	23,000	
	2017 Street Asphalt Concrete Overlay Program	1179	120,000	
	2017 Street Slurry Seal Program	1180	158,000	301,000
219	2017 Curb, Gutter, and Sidewalk Replacement	1181	106,000	106,000
222	2017 Street Asphalt Concrete Overlay Program	1179	234,000	
	2017 Street Slurry Seal Program	1180	19,000	253,000
<b>Capital Improvements (XXX-5600-5280)</b>				
025	Old Town PDA Specific Plan and Development Strategy	1150	351,000	
	Greater NewPark Specific Plan	1187	40,000	391,000
401	Thornton Avenue Widening	662	405,000	
	Disaster Recovery Infrastructure	747	100,000	
	Surplus Property Disposal - Old Fire Station No. 1	845	17,000	
	Old Town Thornton Avenue Street Light Replacement	868	180,000	
	Document Conversion	884	37,000	
	Crystal Springs Storm Drain Pump Repairs	933	25,000	
	Lakeshore Park Lake Dredging Needs Scoping Analysis	935	25,000	
	Underground Electrical Wiring Security Devices	1038	28,000	
	Service Center Clean Water Requirements	1058	95,000	
	Finance System Replacement Parts 1 & 2	1086	1,163,000	
	Irrigation Main Line Partial Replacement at Community Park	1088	198,000	
	Transition to Paperless Documents	1090	8,000	
	Silliman Activity Pool Replastering	1114	255,000	
	Trash Capture Devices	1122	68,000	
	Engineering New Vehicle	1124	30,000	
	Citywide HVAC Replacements	1144	102,000	
	Email Message Archiving	1145	15,000	
	Lakeshore Park Landscape Restoration	1146	326,000	
	Large Computer Monitors for Plan Review	1147	4,000	
	Lawn Aerator Tractor Implement	1148	14,000	
	Patrol Annex Work Station Upgrades	1151	12,000	
	Silliman Activity Center - HVAC Unit Replacements	1152	34,000	
	Silliman Activity Center - Light Control Board	1153	50,000	
	Silliman Aquatic Center - Air Handler #1 Replacement	1154	250,000	

City of Newark  
**Capital Projects Budget Rollover and Additional Project Budget Requests**  
**Fiscal Year 2018-2019**

Exhibit A

<b>Fund</b>	<b>Fund/Project Description</b>	<b>Project</b>	<b>Capital Rollovers</b>	<b>Total by Fund</b>
	Silliman Aquatic Center - Variable Frequency Drive Unit	1157	45,000	
	Slit-Seeder Tractor Implement	1158	20,000	
	Citywide Building Floor Covering Replacement	1163	17,000	
	Citywide Building Painting	1164	78,000	
	Citywide Building Roof Repairs	1165	130,000	
	Citywide Building Upgrades	1166	61,000	
	Citywide Parking Lot Repair and Resealing	1168	40,000	
	Citywide Parks/City Facilities Fence Repairs	1169	9,000	
	Citywide Parks Furniture Installation/Replacement	1170	10,000	
	Citywide Parks Irrigation Systems Upgrade/Modification	1171	170,000	
	Citywide Work Station Replacement	1174	19,000	
	Park Pathways Repair and Resealing	1175	78,000	
	Park Renovation	1176	13,000	
	New Civic Center	1188	72,664,000	
	Silliman Aquatic Center Activity Pool Play Structure Replacement	1190	28,000	
	Silliman Aquatic Center Pool Slide Replacement	1191	8,000	
	Web Site Upgrade	1185	95,000	
	2018 Park Tree Grid Pruning	1195	80,000	
	Birch Grove Park Tree Maintenance	1196	11,000	77,017,000
	<b>Subtotal</b>		<b>\$ 82,020,000</b>	<b>\$ 82,020,000</b>

**F.5 Authorization to issue a no-fee encroachment permit to Newark Days Celebration, Inc. for the Newark Days Parade and Newark Mile Race, provide police services for traffic control and waive fees related to the parade and race, and waive fees for use of the Community Center and MacGregor Playfields, with the exception of the fees required for the building attendant and janitorial services – Assistant Engineer Carmen and Police Sergeant Simon. (MOTIONS-3)**

**Background/Discussion** – The annual Newark Days Parade and Newark Mile Race will be held on Saturday, September 22, 2018. The routes for the parade and race will be the same as last year. Newark Days Celebration, Inc. has requested that the City: (1) issue a no-fee encroachment permit for the parade and race; (2) provide police services for traffic control and waive fees related to the parade and race; and (3) waive fees for use of the Community Center and MacGregor Playfields, with exception of the fees required for the building attendant and janitorial services.

**Attachment**

**Action** – It is recommended that the City Council, by motions: (1) authorize staff to issue a no-fee encroachment permit to Newark Days Celebration, Inc. for the Newark Days Parade and Newark Mile Race; (2) provide police services for traffic control and waive fees related to the parade and race; and (3) waive fees for use of the Community Center and MacGregor Playfields, with the exception to the fees required for the building attendant and janitorial services.

**F.6 Approval of the Final Map, Subdivision Improvement Agreement, and waiver to allow up to ten percent relief of required setbacks for Tract 8417 – Sanctuary Village 1 (Arroyo Cap III, LLC), an 85-unit residential subdivision in General Plan Area 3 at the intersection of Cherry Street and Stevenson Boulevard – from Assistant City Engineer Imai and Assistant City Manager Grindall.**

**(RESOLUTIONS-2)**

**Background/Discussion** – On December 10, 2015, the City Council approved Vesting Tentative Tract Map 8270 for a 386-unit residential subdivision in General Plan Area 3 at the northwest corner of Cherry Street and Stevenson Boulevard. Subsequently, on November 9, 2017, the City Council approved the Final Map for Tract 8270, which divided the subject property into five large-lot “village” parcels for future residential development. The Final Map for Tract 8417 further divides one of the large-lot “villages” into 85 single-family residential lots. The developers, Arroyo Cap III, LLC, and LS-Newark, LLC have submitted the required fees, bonds, and other documents for approval of the Final Map for Tract 8417.

The Final Map for Tract 8417 dedicates public street rights-of-way for Dragonfly Street, Tomcod Street, Pumpkinseed Street and Grasshopper Avenue. The developer has executed a Subdivision Improvement Agreement and has posted a Performance Bond in the amount of \$2,780,000 and a Materials Bond in the amount of \$1,390,000. The bonds will guarantee construction of the new public street rights-of-way and private streets.

The Final Map for Tract 8417 has been reviewed and found to be in conformance with Vesting Tentative Tract Map 8270 and the Conditions of Approval, and is now ready for City Council approval. Recording of the Final Map and issuance of subsequent permits and approvals for construction activity will be at the discretion of the City Engineer.

Upon acceptance of public street improvements associated with Tract 8417, the City will incur annualized maintenance costs estimated to be \$10,000 for street sweeping and pavement maintenance. The street lights and landscaping on Dragonfly Street, Tomcod Street, Pumpkinseed Street and Grasshopper Avenue will be maintained by Landscaping and Lighting District No. 4 and the Sanctuary Homeowner’s Association, respectively.

Staff recommends approval of a Waiver request that allows up to 10% relief from dimensional requirements of required setbacks per Chapter 17.37 of Newark Zoning Ordinance. This relief will apply to odd shape lots and result in larger front yards for lots 27, 35, 42, 43, 70 and 75.

**Attachments**

**Action** – It is recommended that the City Council, by resolutions, approve: 1) the Final Map, and Subdivision Improvement Agreement for Tract 8417 – Sanctuary Village 1, an 85-unit residential subdivision in General Plan Area 3 at the intersection of Cherry Street and Stevenson Boulevard; and 2) W2018-004, a waiver request to allow up to 10% relief from dimensional requirements of required setbacks for Tract 8417 – Sanctuary Village 1.

RESOLUTION NO.

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NEWARK APPROVING THE FINAL MAP AND SUBDIVISION IMPROVEMENT AGREEMENT FOR TRACT 8417 – SANCTUARY VILLAGE 1, AN 85-UNIT RESIDENTIAL SUBDIVISION IN GENERAL PLAN AREA 3 AT THE INTERSECTION OF CHERRY STREET AND STEVENSON BOULEVARD

WHEREAS, on December 10, 2010, with Resolution No. 10,429, the City Council of the City of Newark approved Vesting Tentative Tract Map 8270 for a 386-unit residential subdivision on an approximately 77.5 acre project site generally located on the northwest corner of Cherry Street and Stevenson Boulevard; and

WHEREAS, on November 9, 2017, with Resolution No. 10,717, the City Council of the City of Newark approved the Final Map for Tract 8270, which divided the subject property into five large-lot “village” parcels for future residential development; and

WHEREAS, the Final Map for Tract 8417 further divides one of the large-lot “villages” into 85 single-family residential lots;

NOW THEREFORE, BE IT RESOLVED BY THE City Council of the City of Newark that the City Council does hereby approve the Final Map and improvement plans for Tract 8417, City of Newark, County of Alameda, State of California, and that the Mayor is authorized and hereby directed to execute an agreement between the City of Newark and Arroyo Cap III, LLC for the improvements of said tract.

BE IT FURTHER RESOLVED that the City Council does hereby accept all parcels of land and easements offered for public use, subject to improvement, in conformity with the terms of offer of dedication as shown on the Final Map for Tract 8417.

BE IT FURTHER RESOLVED that the City Council does hereby approve the Performance Bond in the amount of \$2,780,000 and the Materials Bond in the amount of \$1,390,000 posted by the developer to secure the installation of improvements in accordance with the plans and specifications and the Subdivision Improvement Agreement.

BE IT FURTHER RESOLVED that the recording of the Final Map and final approval for the start of construction activity for Tract 8417, including issuance of all related construction permits, shall be at the discretion of the City Engineer.

OWNER'S STATEMENT

WE, THE UNDERSIGNED, ARROYO CAP III, LLC, A DELAWARE LIMITED LIABILITY COMPANY DO HEREBY STATE THAT WE ARE THE OWNERS OF ALL THE LAND DELINEATED AND EMBRACED WITHIN THE EXTERIOR BOUNDARY LINES OF THE HEREIN EMBODIED MAP, ENTITLED "TRACT 8417, CITY OF NEWARK, ALAMEDA COUNTY, CALIFORNIA", CONSISTING OF TEN (10) SHEETS, THIS STATEMENT BEING UPON SHEET ONE (1) THEREOF; THAT WE ACQUIRED TITLE TO SAID LAND BY VIRTUE OF THE GRANT DEED RECORDED JUNE 30, 2017 AS DOCUMENT NO. 2017143359, OFFICIAL RECORDS OF ALAMEDA COUNTY, CALIFORNIA, THAT WE ARE THE ONLY PERSONS WHOSE CONSENT IS NECESSARY TO PASS A CLEAR TITLE TO SAID REAL PROPERTY; AND THAT WE HEREBY CONSENT TO THE PREPARATION AND RECORDECTION OF THIS MAP AND SUBDIVISION.

THE REAL PROPERTY DESCRIBED BELOW IS DEDICATED IN FEE FOR PUBLIC STREET AND PUBLIC UTILITY PURPOSES.

THE AREAS DESIGNATED AS DRAGONFLY STREET, PUMPKINSEED STREET, GRASSHOPPER AVENUE AND TOMCOO STREET.

THE REAL PROPERTY DESCRIBED BELOW IS DEDICATED AS EASEMENTS FOR PUBLIC PURPOSES.

- 1. THE AREAS OVER, UNDER AND UPON THOSE CERTAIN STRIPS OF LAND DESIGNATED AS "PUE" (PUBLIC UTILITY EASEMENT) FOR THE PURPOSES OF CONSTRUCTION, OPERATION AND MAINTENANCE OF APPLICABLE STRUCTURES AND APPURTENANCES THERE TO, INCLUDING BUT NOT LIMITED TO SANITARY SEWERS, WATER, ELECTRICAL, GAS AND COMMUNICATION FACILITIES; SAID AREAS OR STRIPS OF LAND ARE TO BE KEPT OPEN AND FREE FROM BUILDINGS AND STRUCTURES OF ANY KIND, EXCEPT APPLICABLE UTILITY STRUCTURES AND APPURTENANCES THERE TO, LAWFUL FENCES AND LAWFUL UNSUPPORTED OVERHANGS.
2. THE AREAS ON AND OVER THOSE CERTAIN STRIPS OF LAND DESIGNATED AS "EVAE" (EMERGENCY VEHICLE ACCESS EASEMENT) FOR THE PURPOSES OF INGRESS AND EGRESS OF EMERGENCY VEHICLES.
3. THE AREAS OVER, UNDER AND UPON THOSE CERTAIN STRIPS OF LAND DESIGNATED AS "SSE" (SANITARY SEWER EASEMENT) FOR THE PURPOSE OF CONSTRUCTION AND MAINTENANCE OF APPLICABLE SANITARY SEWER LINES, STRUCTURES AND APPURTENANCES THERE TO; SAID AREAS ARE TO BE KEPT OPEN AND FREE FROM BUILDINGS AND STRUCTURES OF ANY KIND EXCEPT APPLICABLE SANITARY SEWER STRUCTURES AND APPURTENANCES THERE TO.
4. THE AREAS OVER, UNDER AND UPON THOSE CERTAIN STRIPS OF LAND DESIGNATED AS "WLE" (WATER LINE EASEMENT) FOR THE PURPOSE OF CONSTRUCTION AND MAINTENANCE OF APPLICABLE WATER LINES, STRUCTURES AND APPURTENANCES THERE TO; SAID AREAS ARE TO BE KEPT OPEN AND FREE FROM BUILDINGS AND STRUCTURES OF ANY KIND EXCEPT APPLICABLE WATER LINE STRUCTURES AND APPURTENANCES THERE TO.

WE ALSO HEREBY DECLARE THAT THE AREAS DESIGNATED AS PARCEL A, AND PARCEL C, ARE RESERVED FOR PRIVATE OPEN SPACE AND SHALL BE GRANTED TO THE HOMEOWNERS ASSOCIATION OF TRACT 8417 BY SEPARATE INSTRUMENT.

WE ALSO HEREBY DECLARE THAT THE AREAS DESIGNATED AS "PSDE" (PRIVATE STORM DRAIN EASEMENT) ARE RESERVED FOR THE PURPOSE OF CONSTRUCTION AND MAINTENANCE OF PRIVATE STORM DRAIN FACILITIES AND APPURTENANCES AND SHALL BE KEPT OPEN AND FREE FROM BUILDINGS AND STRUCTURES OF ANY KIND EXCEPT STORM DRAIN SYSTEMS AND APPURTENANCES THERE TO. SAID EASEMENTS ARE NOT OFFERED FOR DEDICATION TO THE PUBLIC. MAINTENANCE, REPAIR AND/OR REPLACEMENT OF IMPROVEMENTS WITHIN SAID EASEMENTS IS THE RESPONSIBILITY OF THE HOMEOWNER'S ASSOCIATION AS DETERMINED BY THE APPROPRIATE COVENANTS, CONDITIONS AND RESTRICTIONS GOVERNING TRACT 8417.

WE ALSO HEREBY DECLARE THAT THE AREAS DESIGNATED AS "PAE" (PRIVATE ACCESS EASEMENT) ARE RESERVED FOR THE PURPOSE OF INGRESS AND EGRESS TO THE LOTS WITHIN THE EXTERIOR BOUNDARY LINES OF THE HEREIN EMBODIED MAP AND ARE NOT OFFERED FOR DEDICATION TO THE PUBLIC. MAINTENANCE, REPAIR AND/OR REPLACEMENT OF IMPROVEMENTS WITHIN SAID EASEMENTS IS THE RESPONSIBILITY OF THE HOMEOWNER'S ASSOCIATION AS DETERMINED BY THE APPROPRIATE COVENANTS, CONDITIONS AND RESTRICTIONS GOVERNING TRACT 8417.

WE ALSO HEREBY DECLARE THAT THE AREAS DESIGNATED AS PARCEL B, PARCEL D, AND PARCEL E, ALSO SHOWN ON THE MAP AS PURPLE CRAB DRIVE, HUMPBACK WHALE ROAD, LEOPARD SHARK COURT AND DESERT COTTONTAIL ROAD ARE RESERVED AS PRIVATE STREETS FOR THE PRIVATE USE OF THE HOMEOWNERS OF TRACT 8417 FOR THE PURPOSE OF ACCESS AND INGRESS AND EGRESS TO THE LOTS OF TRACT 8417, ALL IN ACCORDANCE WITH THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF TRACT 8417. SAID PARCELS ARE TO BE CONVEYED TO THE HOMEOWNERS ASSOCIATION OF TRACT 8417 BY SEPARATE INSTRUMENT SUBSEQUENT TO THE FILING OF THIS MAP AND ARE NOT HEREBY OFFERED FOR DEDICATION TO THE PUBLIC. MAINTENANCE OF SAID PARCELS IS THE RESPONSIBILITY OF THE HOMEOWNERS ASSOCIATION OF TRACT 8417.

THIS MAP SHOWS OR NOTES ALL THE EASEMENTS EXISTING OR OF RECORD, WITHIN THE BOUNDARY LINES OF THE HEREIN EMBODIED MAP AS SHOWN ON THE PRELIMINARY TITLE REPORT ORDER NUMBER 598417MAP DATED MARCH 6 2016, PREPARED BY FIRST AMERICAN TITLE INSURANCE COMPANY.

AS OWNER: ARROYO CAP III, LLC, A DELAWARE LIMITED LIABILITY COMPANY

BY:
NAME (PRINT):
TITLE:
DATE:

TRACT 8417

CITY OF NEWARK, ALAMEDA COUNTY, CALIFORNIA
CONSISTING OF 10 SHEETS
BEING A SUBDIVISION OF LOT 1, TRACT 8270,
FILED DECEMBER 6, 2017, IN BOOK 351 OF MAPS AT PAGES 71-79,
ALAMEDA COUNTY RECORDS.

Carlson, Barbee & Gibson, Inc.
CIVIL ENGINEERS • SURVEYORS • PLANNERS
SAN RAMON • WEST SACRAMENTO

JULY 2018

OWNER'S 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) SS.
COUNTY OF )

ON , BEFORE ME, , A
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/HEY 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:
SIGNATURE:
NAME (PRINT):
PRINCIPAL COUNTY OF BUSINESS:
MY COMMISSION NUMBER:
MY COMMISSION EXPIRES:

TRUSTEE'S STATEMENT

THE UNDERSIGNED CORPORATION, AS TRUSTEE UNDER THE DEED OF TRUST RECORDED ON NOVEMBER 14, 2017, INSTRUMENT NO. 2017251453 OF OFFICIAL RECORDS, ALAMEDA COUNTY, CALIFORNIA; DOES HEREBY JOIN IN AND CONSENT TO THE FOREGOING OWNERS STATEMENT AND ALL DEDICATIONS SHOWN HEREIN.

BY:
NAME (PRINT):
TITLE:
DATE:

TRUSTEE'S 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) SS.
COUNTY OF )

ON , BEFORE ME, , A
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/HEY 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:
SIGNATURE:
NAME (PRINT):
PRINCIPAL COUNTY OF BUSINESS:
MY COMMISSION NUMBER:
MY COMMISSION EXPIRES:

COUNTY RECORDER'S STATEMENT

FILED FOR RECORD THIS DAY OF , 2018, AT M.
IN BOOK OF MAPS, AT PAGES , UNDER SERIES NO. AT THE
REQUEST OF FIRST AMERICAN TITLE COMPANY, IN THE OFFICE OF THE COUNTY RECORDER OF THE COUNTY OF ALAMEDA, STATE OF CALIFORNIA.

FEES: PD.
STEVE MANNING
COUNTY RECORDER IN AND FOR THE COUNTY
OF ALAMEDA, STATE OF CALIFORNIA
BY:
DEPUTY COUNTY RECORDER

# TRACT 8417

CITY OF NEWARK, ALAMEDA COUNTY, CALIFORNIA  
CONSISTING OF 10 SHEETS  
BEING A SUBDIVISION OF LOT 1, TRACT 8270,  
FILED DECEMBER 6, 2017, IN BOOK 351 OF MAPS AT PAGES 71-79,  
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## Carlson, Barbee & Gibson, Inc.

CIVIL ENGINEERS • SURVEYORS • PLANNERS  
SAN RAMON • WEST SACRAMENTO

JULY 2018

### SURVEYOR'S STATEMENT

THIS MAP WAS PREPARED BY ME OR UNDER MY DIRECTION AND IS BASED UPON A FIELD SURVEY IN CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCE AT THE REQUEST OF NEWARK PARTNERS, LLC, IN MARCH 2017. I HEREBY STATE THAT ALL THE MONUMENTS ARE OF THE CHARACTER AND OCCUPY THE POSITIONS INDICATED OR THAT THEY WILL BE SET IN THOSE POSITIONS BEFORE DECEMBER 31, 2020, AND THAT THE MONUMENTS ARE, OR WILL BE, SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED, AND THAT THIS TRACT MAP SUBSTANTIALLY CONFORMS TO THE CONDITIONALLY APPROVED TENTATIVE MAP (IF ANY). THE GROSS AREA WITHIN THE TRACT IS 15.13 ACRES, MORE OR LESS.

MARK H. WEHBER, P.L.S.  
L.S. NO. 7960

DATE



### SOILS REPORT

A SOILS REPORT ON WAS PREPARED BY ENGEO INCORPORATED, DATED AUGUST 10, 2015, PROJECT NO. 12185.000.001, SIGNED BY JANET KAN, CEG, GE, NO. 2880 AND HAS BEEN FILED AT THE OFFICE OF THE CITY ENGINEER.

### SIGNATURE OF OMISSIONS

IN ACCORDANCE WITH SECTION 664.36 OF THE SUBDIVISION MAP ACT, THE SIGNATURES OF THE FOLLOWING HOLDERS OF RIGHTS OF WAY OR EASEMENTS, WHICH CANNOT RIPEN INTO FEE, HAVE BEEN OMITTED:

1. ALAMEDA COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT, GRANT OF ACCESS EASEMENT RECORDED JANUARY 14, 1992 AS INSTRUMENT NO. 92013172, OFFICIAL RECORDS OF ALAMEDA COUNTY.
2. ALAMEDA COUNTY WATER DISTRICT, GRANT OF EASEMENT FOR RIGHT OF WAY AND WATER LINE PURPOSES RECORDED FEBRUARY 17, 2000 AS INSTRUMENT NO. 2000051476, OFFICIAL RECORDS OF ALAMEDA COUNTY.
3. ALPHA HEATH ROGERS TRUST GRANT OF EASEMENT FOR VEHICULAR, PEDESTRIAN INGRESS AND EGRESS AND INCIDENTAL PURPOSES, RECORDED NOVEMBER 30, 1989, INSTRUMENT 89-322661, AND 93-0223333, OFFICIAL RECORDS OF ALAMEDA COUNTY.

### CITY ENGINEER'S STATEMENT

I, SOREN FAJEAU, CITY ENGINEER FOR THE CITY OF NEWARK, ALAMEDA COUNTY, CALIFORNIA, DO HEREBY STATE THAT I HAVE EXAMINED THE HEREIN EMBODIED FINAL MAP ENTITLED "TRACT 8417, CITY OF NEWARK, ALAMEDA COUNTY, CALIFORNIA", CONSISTING OF TEN (10) SHEETS, THIS STATEMENT BEING UPON SHEET TWO (2) THEREOF, THAT THE SUBDIVISION AS SHOWN UPON SAID MAP IS SUBSTANTIALLY THE SAME AS SAID SUBDIVISION APPEARED ON THE TENTATIVE MAP, IF REQUIRED, AND ANY APPROVED ALTERATION THEREOF; AND THAT ALL PROVISIONS OF THE SUBDIVISION MAP ACT OF THE STATE OF CALIFORNIA, AND ANY LOCAL ORDINANCES APPLICABLE AT THE TIME OF APPROVAL OF THE TENTATIVE MAP, IF REQUIRED, HAVE BEEN COMPLIED WITH.

IN WITNESS, I HAVE HEREUNTO SET MY HAND THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2018.

SOREN FAJEAU, PE 66454  
REGISTRATION EXPIRES: JUNE 30, 2020  
CITY ENGINEER FOR THE CITY OF NEWARK  
COUNTY OF ALAMEDA, CALIFORNIA

DATE



I, MITCHELL L. MOUGHON, SPECIAL ASSISTANT FOR THE CITY OF NEWARK, ALAMEDA COUNTY, CALIFORNIA, DO HEREBY STATE PURSUANT TO SECTION 66450(a)(4) OF THE GOVERNMENT CODE THAT I HAVE EXAMINED THE HEREIN EMBODIED MAP ENTITLED "TRACT 8417, CITY OF NEWARK, ALAMEDA COUNTY, CALIFORNIA", CONSISTING OF TEN (10) SHEETS, THIS STATEMENT BEING UPON SHEET TWO (2) THEREOF; AND THAT I AM SATISFIED THAT THIS MAP IS TECHNICALLY CORRECT.

IN WITNESS, I HAVE HEREUNTO SET MY HAND THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2018.

MITCHELL L. MOUGHON, RCE 29509  
REGISTRATION EXPIRES: MARCH 31, 2019  
SPECIAL ASSISTANT FOR THE CITY OF NEWARK  
COUNTY OF ALAMEDA, CALIFORNIA

DATE



### CITY CLERK'S STATEMENT

I, SHEILA HARRINGTON, CITY CLERK AND CLERK OF THE COUNCIL OF THE CITY OF NEWARK, ALAMEDA COUNTY, STATE OF CALIFORNIA, DO HEREBY STATE THAT THE HEREIN EMBODIED MAP ENTITLED "TRACT 8417, CITY OF NEWARK, ALAMEDA COUNTY, CALIFORNIA", CONSISTING OF TEN (10) SHEETS, THIS STATEMENT BEING ON SHEET TWO (2) THEREOF, WAS PRESENTED TO SAID COUNCIL OF THE CITY OF NEWARK AS PROVIDED BY LAW AT A REGULAR MEETING HELD ON THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 2018, AND THAT SAID COUNCIL OF THE CITY OF NEWARK DID THEREUPON BY RESOLUTION NO. \_\_\_\_\_, DULY PASSED AND ADOPTED AT SAID MEETING, APPROVE SAID MAP AND DID ACCEPT, SUBJECT TO IMPROVEMENT ON BEHALF OF THE PUBLIC ALL PARCELS OF LAND AND EASEMENTS OFFERED FOR DEDICATION, FOR PUBLIC USE, IN CONFORMITY WITH THE TERMS OF THE OFFERS OF DEDICATION AS SHOWN ON SAID MAP.

IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2018.

SHEILA HARRINGTON  
CITY CLERK AND CLERK OF THE COUNCIL OF THE  
CITY OF NEWARK, COUNTY OF ALAMEDA, CALIFORNIA

### CLERK OF THE BOARD OF SUPERVISORS STATEMENT

I, ANIKA CAMPBELL-BELTON, CLERK OF THE BOARD OF SUPERVISORS FOR THE COUNTY OF ALAMEDA, STATE OF CALIFORNIA, DO HEREBY STATE, AS CHECKED BELOW, THAT:

- [ ] AN APPROVED BOND HAS BEEN FILED WITH THE BOARD OF SUPERVISORS OF SAID COUNTY AND STATE IN THE AMOUNT OF \$ \_\_\_\_\_ CONDITIONED FOR THE PAYMENT OF ALL TAXES AND SPECIAL ASSESSMENTS COLLECTED AS TAXES WHICH ARE NOW A LIEN AGAINST SAID LAND OR ANY PART THEREOF BUT NOT YET PAYABLE AND WAS DULY APPROVED BY SAID LOCAL BOARD IN SAID AMOUNT.
- [ ] ALL TAXES AND SPECIAL ASSESSMENTS COLLECTED AS TAXES HAVE BEEN PAID AS CERTIFIED BY THE TREASURER-TAX COLLECTED AS TAXES HAVE BEEN PAID AS CERTIFIED BY THE TREASURER-TAX COLLECTOR OF THE COUNTY OF ALAMEDA.

IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2018.

ANIKA CAMPBELL-BELTON  
CLERK OF THE BOARD OF SUPERVISORS  
COUNTY OF ALAMEDA, STATE OF CALIFORNIA

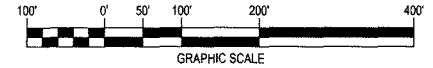
BY: \_\_\_\_\_  
DEPUTY COUNTY CLERK

# TRACT 8417

CITY OF NEWARK, ALAMEDA COUNTY, CALIFORNIA  
 CONSISTING OF 10 SHEETS  
 BEING A SUBDIVISION OF LOT 1, TRACT 8270,  
 FILED DECEMBER 6, 2017, IN BOOK 351 OF MAPS AT PAGES 71-79,  
 ALAMEDA COUNTY RECORDS.

**Carlson, Barbee & Gibson, Inc.**  
 CIVIL ENGINEERS • SURVEYORS • PLANNERS  
 SAN RAMON • WEST SACRAMENTO

SCALE: 1" = 100' JULY 2018



## BASIS OF BEARINGS:

THE BASIS OF BEARINGS FOR THIS SURVEY IS BETWEEN  
 FOUND MONUMENTS ON CHERRY STREET, THE BEARING TAKEN  
 AS N56°08'18"W PER TRACT 8270 (351 M 71).

## REFERENCES:

- (#) INDICATES REFERENCE NUMBER
- (1) TRACT 8270 (351 M 71)
- (2) PARCEL MAP 7255 (236 PM 79)
- (3) TRACT 5165 (140 M 30)
- (4) TRACT 4730 (127 M 1)

## NOTE:

DEDICATED PUBLIC STREETS AND  
 PUBLIC EASEMENTS ARE SHOWN  
 ON OTHER SHEETS.

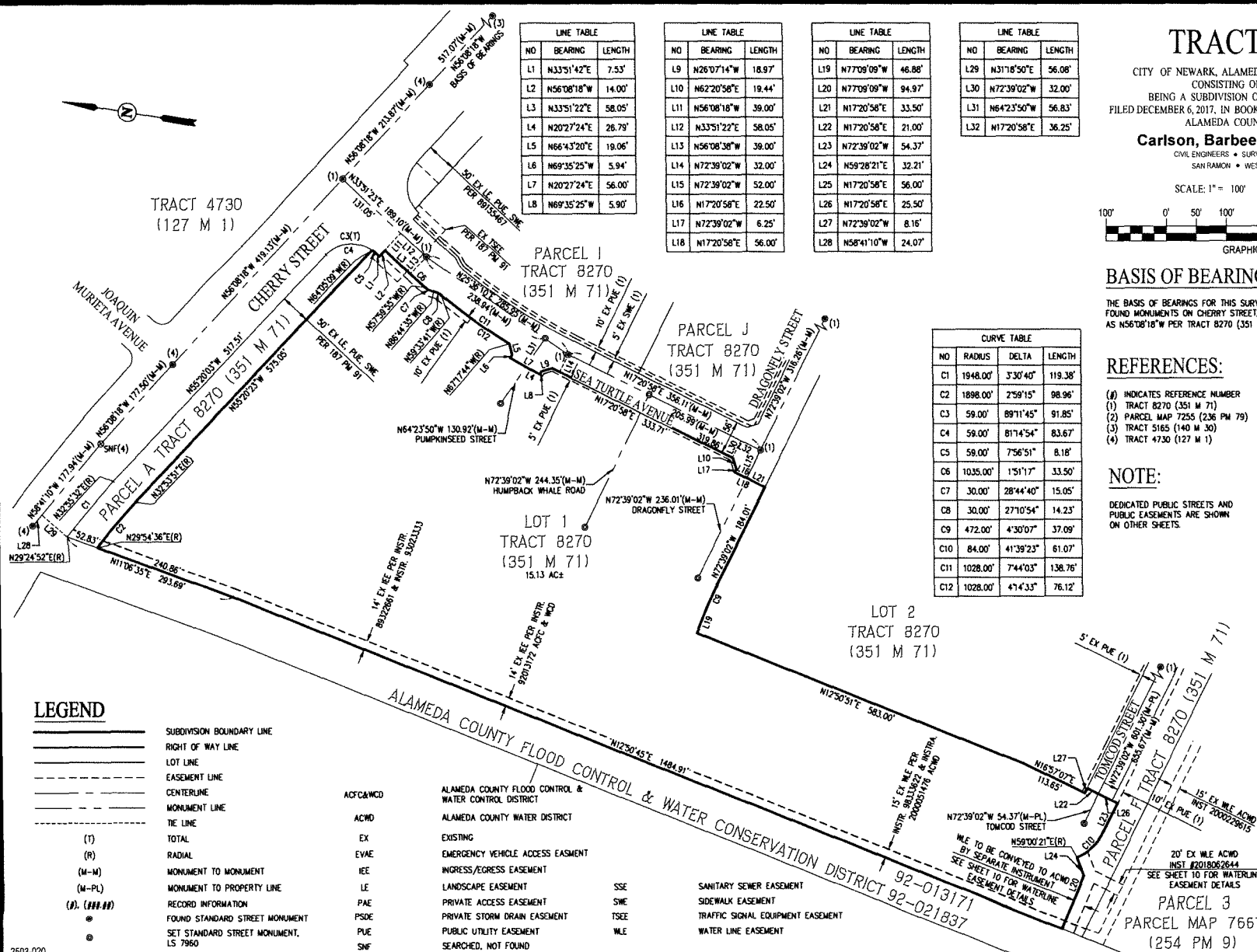
NO	BEARING	LENGTH
L1	N33°51'42"E	7.53'
L2	N56°08'18"W	14.00'
L3	N33°51'22"E	58.00'
L4	N20°27'24"E	26.79'
L5	N66°43'20"E	19.06'
L6	N69°35'25"W	5.94'
L7	N20°27'24"E	56.00'
L8	N69°35'25"W	5.90'

NO	BEARING	LENGTH
L9	N26°07'14"W	18.97'
L10	N62°20'58"E	19.44'
L11	N56°08'18"W	39.00'
L12	N33°51'22"E	58.00'
L13	N56°08'38"W	39.00'
L14	N72°39'02"W	32.00'
L15	N72°39'02"W	52.00'
L16	N17°20'58"E	22.50'
L17	N72°39'02"W	6.25'
L18	N17°20'58"E	56.00'

NO	BEARING	LENGTH
L19	N77°09'09"W	46.88'
L20	N77°09'09"W	94.97'
L21	N17°20'58"E	33.50'
L22	N17°20'58"E	21.00'
L23	N72°39'02"W	54.37'
L24	N59°28'21"E	32.21'
L25	N17°20'58"E	56.00'
L26	N17°20'58"E	25.50'
L27	N72°39'02"W	8.16'
L28	N58°41'10"W	24.07'

NO	BEARING	LENGTH
L29	N31°18'50"E	56.08'
L30	N72°39'02"W	32.00'
L31	N64°23'50"W	56.83'
L32	N17°20'58"E	36.25'

NO	RADIUS	DELTA	LENGTH
C1	1948.00'	3°30'40"	119.38'
C2	1898.00'	2°59'15"	98.96'
C3	59.00'	89°11'45"	91.85'
C4	59.00'	81°14'54"	83.67'
C5	59.00'	7°56'51"	8.18'
C6	1035.00'	1°51'17"	33.50'
C7	30.00'	28°44'40"	15.05'
C8	30.00'	27°10'54"	14.23'
C9	472.00'	4°30'07"	37.09'
C10	84.00'	41°39'23"	61.07'
C11	1028.00'	7°44'03"	138.76'
C12	1028.00'	4°14'33"	76.12'



## LEGEND

- SUBDIVISION BOUNDARY LINE
- RIGHT OF WAY LINE
- LOT LINE
- - - EASEMENT LINE
- - - CENTERLINE
- - - MONUMENT LINE
- - - TIE LINE
- (T) TOTAL
- (R) RADIAL
- (M-M) MONUMENT TO MONUMENT
- (M-PL) MONUMENT TO PROPERTY LINE
- (#) (###-##) RECORD INFORMATION
- FOUND STANDARD STREET MONUMENT
- SET STANDARD STREET MONUMENT, LS 7960

- ACF&MCD ALAMEDA COUNTY FLOOD CONTROL & WATER CONTROL DISTRICT
- ACWD ALAMEDA COUNTY WATER DISTRICT
- EX EXISTING
- EVAE EMERGENCY VEHICLE ACCESS EASMENT
- IEE INGRESS/EGRESS EASEMENT
- LE LANDSCAPE EASEMENT
- PAE PRIVATE ACCESS EASEMENT
- PSDE PRIVATE STORM DRAIN EASEMENT
- PUE PUBLIC UTILITY EASEMENT
- SNF SEARCHED, NOT FOUND
- ACWD ALAMEDA COUNTY FLOOD CONTROL & WATER CONTROL DISTRICT
- ACWD ALAMEDA COUNTY WATER DISTRICT
- EX EXISTING
- EVAE EMERGENCY VEHICLE ACCESS EASMENT
- IEE INGRESS/EGRESS EASEMENT
- LE LANDSCAPE EASEMENT
- PAE PRIVATE ACCESS EASEMENT
- PSDE PRIVATE STORM DRAIN EASEMENT
- PUE PUBLIC UTILITY EASEMENT
- SNF SEARCHED, NOT FOUND
- SSE SANITARY SEWER EASEMENT
- SWE SIDEWALK EASEMENT
- TSEE TRAFFIC SIGNAL EQUIPMENT EASEMENT
- WLE WATER LINE EASEMENT

2503-020

TRACT 8417  
 SHEET 3 OF 10

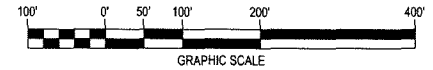


# TRACT 8417

CITY OF NEWARK, ALAMEDA COUNTY, CALIFORNIA  
 CONSISTING OF 10 SHEETS  
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**Carlson, Barbee & Gibson, Inc.**  
 CIVIL ENGINEERS • SURVEYORS • PLANNERS  
 SAN RAMON • WEST SACRAMENTO

SCALE: 1" = 100' JULY 2018



### REFERENCES:

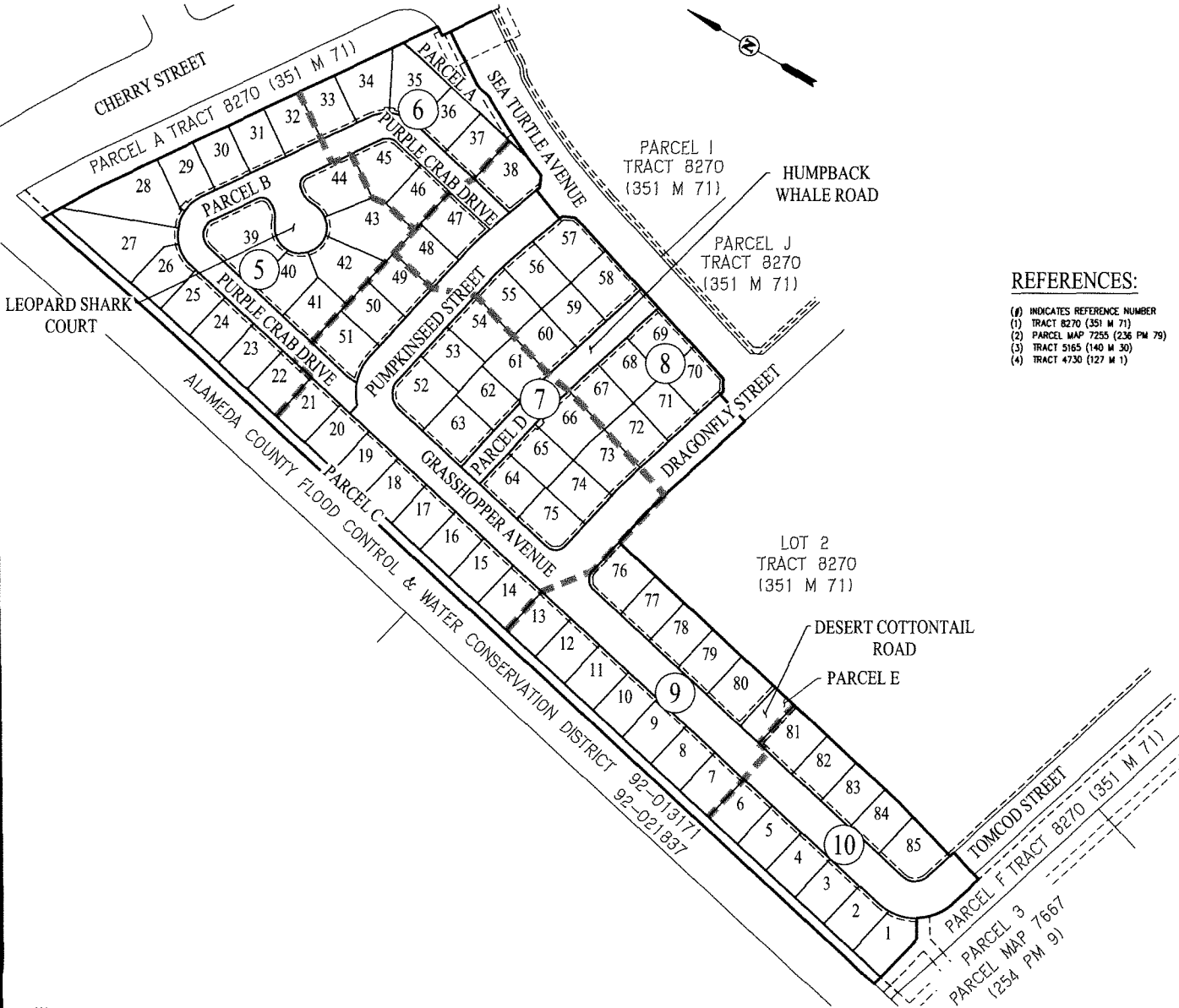
- (#) INDICATES REFERENCE NUMBER
- (1) TRACT 8270 (351 M 71)
- (2) PARCEL MAP 7255 (236 PM 79)
- (3) TRACT 5165 (140 M 30)
- (4) TRACT 4730 (127 M 1)

### BASIS OF BEARINGS:

THE BASIS OF BEARINGS FOR THIS SURVEY IS BETWEEN  
 FOUND MONUMENTS ON CHERRY STREET, THE BEARING TAKEN  
 AS N56°08'18"W PER TRACT 8270 (351 M 71).

### LEGEND

	SUBDIVISION BOUNDARY LINE
	RIGHT OF WAY LINE
	LOT LINE
	EASEMENT LINE
	CENTERLINE
	MONUMENT LINE
	TIE LINE
(T)	TOTAL
(R)	RADIAL
(M-M)	MONUMENT TO MONUMENT
(M-PL)	MONUMENT TO PROPERTY LINE
(#), (##-##)	RECORD INFORMATION
●	FOUND STANDARD STREET MONUMENT
○	SET STANDARD STREET MONUMENT, LS 7960
ACFC&WD	ALAMEDA COUNTY FLOOD CONTROL & WATER CONTROL DISTRICT
ACWD	ALAMEDA COUNTY WATER DISTRICT
EX	EXISTING
EVAE	EMERGENCY VEHICLE ACCESS EASEMENT
IEE	INGRESS/EGRESS EASEMENT
LE	LANDSCAPE EASEMENT
PAE	PRIVATE ACCESS EASEMENT
PSDE	PRIVATE STORM DRAIN EASEMENT
PUE	PUBLIC UTILITY EASEMENT
SNF	SEARCHED, NOT FOUND
SSE	SANITARY SEWER EASEMENT
SWE	SIDEWALK EASEMENT
TSEE	TRAFFIC SIGNAL EQUIPMENT EASEMENT
WLE	WATER LINE EASEMENT
	SHEET LIMITS
(5)	SHEET NUMBER





# TRACT 8417

CITY OF NEWARK, ALAMEDA COUNTY, CALIFORNIA  
 CONSISTING OF 10 SHEETS  
 BEING A SUBDIVISION OF LOT 1, TRACT 8270,  
 FILED DECEMBER 6, 2017, IN BOOK 351 OF MAPS AT PAGES 71-79,  
 ALAMEDA COUNTY RECORDS.

**Carlson, Barbee & Gibson, Inc.**

CIVIL ENGINEERS • SURVEYORS • PLANNERS  
 SAN RAMON • WEST SACRAMENTO

SCALE: 1" = 40' JULY 2018



## BASIS OF BEARINGS:

THE BASIS OF BEARINGS FOR THIS SURVEY IS BETWEEN FOUND MONUMENTS ON CHERRY STREET, THE BEARING TAKEN AS N56°08'18"W PER TRACT 8270 (351 M 71).

## LEGEND

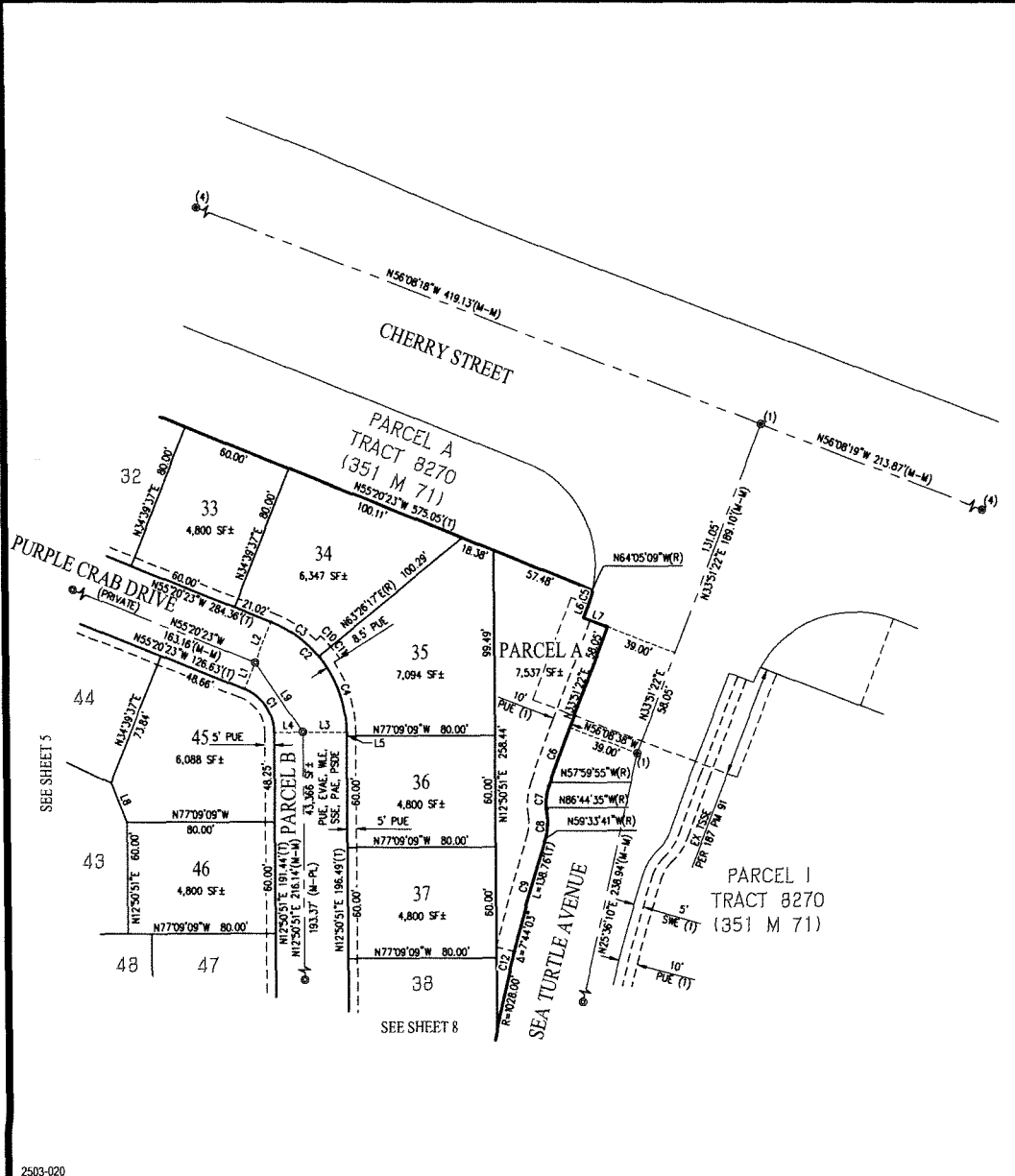
	SUBDIVISION BOUNDARY LINE
	RIGHT OF WAY LINE
	LOT LINE
	EASEMENT LINE
	CENTERLINE
	MONUMENT LINE
	TIE LINE
(T)	TOTAL
(R)	RADIAL
(M-M)	MONUMENT TO MONUMENT
(M-PL)	MONUMENT TO PROPERTY LINE
(#), (###-##)	RECORD INFORMATION
⊙	FOUND STANDARD STREET MONUMENT
⊙	SET STANDARD STREET MONUMENT, LS 7960
ACFC&WCD	ALAMEDA COUNTY FLOOD CONTROL & WATER CONTROL DISTRICT
ACWD	ALAMEDA COUNTY WATER DISTRICT
EX	EXISTING
EVAE	EMERGENCY VEHICLE ACCESS EASEMENT
IEE	INGRESS/EGRESS EASEMENT
LE	LANDSCAPE EASEMENT
PAE	PRIVATE ACCESS EASEMENT
PSDE	PRIVATE STORM DRAIN EASEMENT
PUE	PUBLIC UTILITY EASEMENT
SNF	SEARCHED, NOT FOUND
SSE	SANITARY SEWER EASEMENT
SWE	SIDEWALK EASEMENT
TSEE	TRAFFIC SIGNAL EQUIPMENT EASEMENT
WLE	WATER LINE EASEMENT

## REFERENCES:

- (#) INDICATES REFERENCE NUMBER
- (1) TRACT 8270 (351 M 71)
- (2) PARCEL MAP 7255 (236 PM 79)
- (3) TRACT 5165 (140 M 30)
- (4) TRACT 4730 (127 M 1)

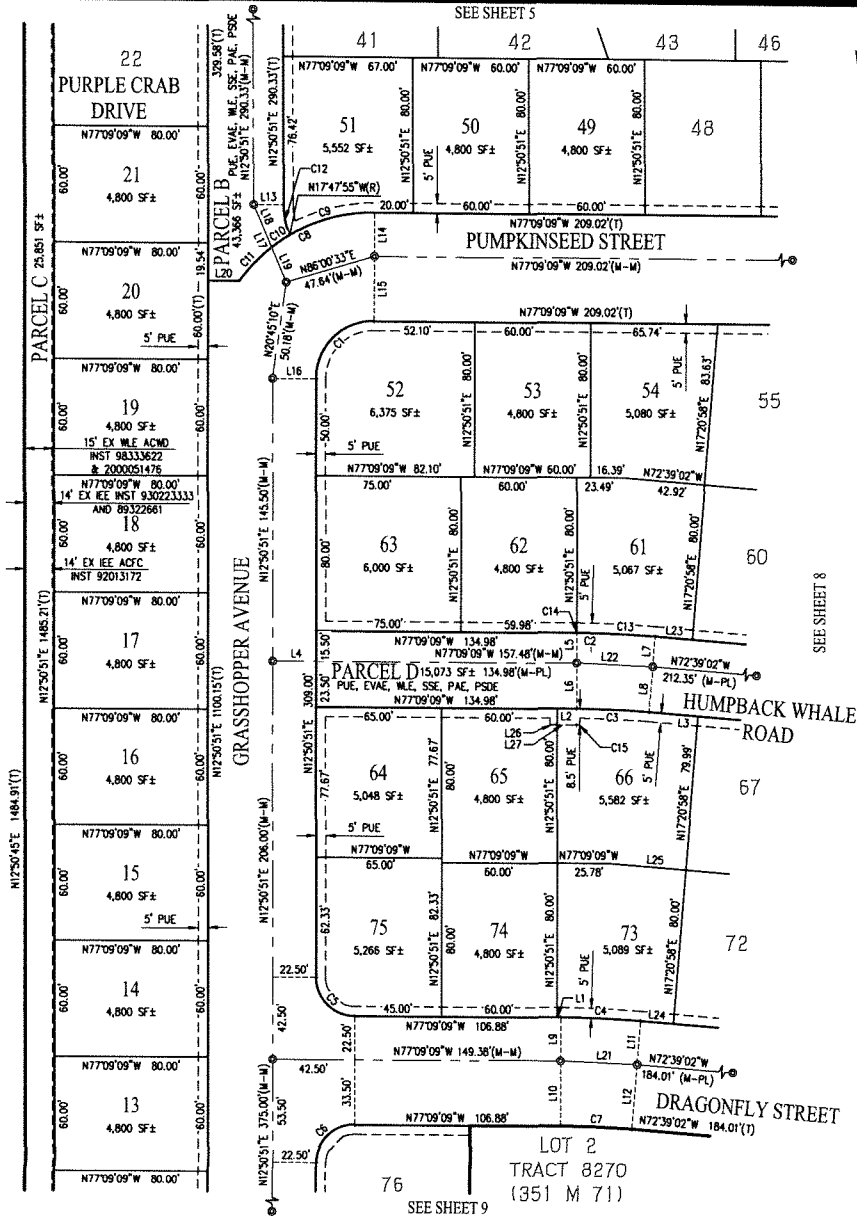
LINE TABLE		
NO	BEARING	LENGTH
L1	N34°39'37"E	15.50' (M-PL)
L2	N34°39'37"E	23.50' (M-PL)
L3	N77°09'09"W	23.50' (M-PL)
L4	N77°09'09"W	15.50' (M-PL)
L5	N12°50'51"E	2.02'
L6	N33°51'42"E	7.53'
L7	N56°08'18"W	14.00'
L8	N08°46'27"W	22.58'
L9	N21°14'46"W	45.40' (M-M)

CURVE TABLE			
NO	RADIUS	DELTA	LENGTH
C1	25.00'	68°11'14"	29.75'
C2	64.00'	68°11'14"	76.17'
C3	64.00'	28°46'40"	32.14'
C4	64.00'	39°24'34"	44.02'
C5	59.00'	7°56'51"	8.18'
C6	1035.00'	1°51'17"	33.50'
C7	30.00'	28°44'40"	15.05'
C8	30.00'	27°10'54"	14.23'
C9	1028.00'	3°29'29"	62.64'
C10	72.50'	6°23'17"	8.08'
C11	72.50'	6°30'37"	8.24'
C12	1028.00'	2°25'26"	43.49'



ALAMEDA COUNTY FLOOD CONTROL & WATER CONSERVATION DISTRICT

92-013171  
92-021837



SEE SHEET 9

SEE SHEET 5

SEE SHEET 8



LINE TABLE		
NO	BEARING	LENGTH
L1	N77°09'09\"W	1.88'
L2	N77°09'09\"W	9.98'
L3	N72°39'02\"W	25.34'
L4	N77°09'09\"W	22.50'
L5	N12°50'51\"E	15.50'
L6	N12°50'51\"E	23.50'
L7	N17°20'58\"E	15.50'
L8	N17°20'58\"E	23.50'
L9	N12°50'51\"E	22.50'
L10	N12°50'51\"E	33.50'
L11	N17°20'58\"E	22.50'
L12	N17°20'58\"E	33.50'
L13	N77°09'09\"W	15.50'
L14	N12°50'51\"E	22.50'
L15	N12°50'51\"E	33.50'
L16	N77°09'09\"W	22.50'
L17	N10°07'14\"W	43.31'
L18	N10°07'14\"W	23.88'
L19	N10°07'14\"W	19.43'
L20	N77°09'09\"W	16.27'
L21	N74°54'06\"W	39.71'
L22	N74°54'06\"W	39.47'
L23	N72°39'02\"W	19.42'
L24	N72°39'02\"W	17.01'
L25	N72°39'02\"W	40.90'

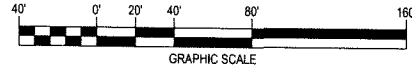
CURVE TABLE			
NO	RADIUS	DELTA	LENGTH
C1	30.00'	90°00'00\"	47.12'
C2	518.00'	4°30'07\"	40.70'
C3	479.00'	4°30'07\"	37.64'
C4	528.00'	4°30'07\"	41.49'
C5	20.00'	90°00'00\"	31.42'
C6	20.00'	90°00'00\"	31.42'
C7	472.00'	4°30'07\"	37.09'
C8	86.00'	54°10'50\"	81.32'
C9	86.00'	30°38'46\"	46.00'
C10	86.00'	7°33'03\"	11.33'
C11	86.00'	15°59'01\"	23.99'
C12	40.00'	22°56'16\"	16.01'
C13	518.00'	4°30'07\"	40.70'
C14	518.00'	0°00'07\"	0.02'

# TRACT 8417

CITY OF NEWARK, ALAMEDA COUNTY, CALIFORNIA  
CONSISTING OF 10 SHEETS  
BEING A SUBDIVISION OF LOT 1, TRACT 8270,  
FILED DECEMBER 6, 2017, IN BOOK 351 OF MAPS AT PAGES 71-79,  
ALAMEDA COUNTY RECORDS.

**Carlson, Barbee & Gibson, Inc.**  
CIVIL ENGINEERS • SURVEYORS • PLANNERS  
SAN RAMON • WEST SACRAMENTO

SCALE: 1" = 40' JULY 2018



## BASIS OF BEARINGS:

THE BASIS OF BEARINGS FOR THIS SURVEY IS BETWEEN FOUND MONUMENTS ON CHERRY STREET, THE BEARING TAKEN AS N56°08'18\"W PER TRACT 8270 (351 M 71).

## LEGEND

- SUBDIVISION BOUNDARY LINE
- RIGHT OF WAY LINE
- LOT LINE
- EASEMENT LINE
- CENTERLINE
- MONUMENT LINE
- TIE LINE
- (T) TOTAL
- (R) RADIAL
- (M-N) MONUMENT TO MONUMENT
- (M-PL) MONUMENT TO PROPERTY LINE
- RECORD INFORMATION
- FOUND STANDARD STREET MONUMENT
- SET STANDARD STREET MONUMENT, LS 7960
- ACFC&WCD ALAMEDA COUNTY FLOOD CONTROL & WATER CONTROL DISTRICT
- ACWD ALAMEDA COUNTY WATER DISTRICT
- EX EXISTING
- EVAE EMERGENCY VEHICLE ACCESS EASEMENT
- IEE INGRESS/EGRESS EASEMENT
- LE LANDSCAPE EASEMENT
- PAE PRIVATE ACCESS EASEMENT
- PSDE PRIVATE STORM DRAIN EASEMENT
- PUE PUBLIC UTILITY EASEMENT
- SNF SEARCHED, NOT FOUND
- SSE SANTARY SEWER EASEMENT
- SWE SIDEWALK EASEMENT
- TSEE TRAFFIC SIGNAL EQUIPMENT EASEMENT
- WLE WATER LINE EASEMENT

## REFERENCES:

- (#) INDICATES REFERENCE NUMBER
- (1) TRACT 8270 (351 M 71)
- (2) PARCEL MAP 7255 (236 PM 79)
- (3) TRACT 5165 (140 M 30)
- (4) TRACT 4730 (127 M 1)

# TRACT 8417

CITY OF NEWARK, ALAMEDA COUNTY, CALIFORNIA  
 CONSISTING OF 10 SHEETS  
 BEING A SUBDIVISION OF LOT 1, TRACT 8270,  
 FILED DECEMBER 6, 2017, IN BOOK 351 OF MAPS AT PAGES 71-79,  
 ALAMEDA COUNTY RECORDS.

**Carlson, Barbee & Gibson, Inc.**  
 CIVIL ENGINEERS • SURVEYORS • PLANNERS  
 SAN RAMON • WEST SACRAMENTO

SCALE: 1" = 40'      JULY 2018



## BASIS OF BEARINGS:

THE BASIS OF BEARINGS FOR THIS SURVEY IS BETWEEN  
 FOUND MONUMENTS ON CHERRY STREET, THE BEARING TAKEN  
 AS N56°08'18"W PER TRACT 8270 (351 M 71).

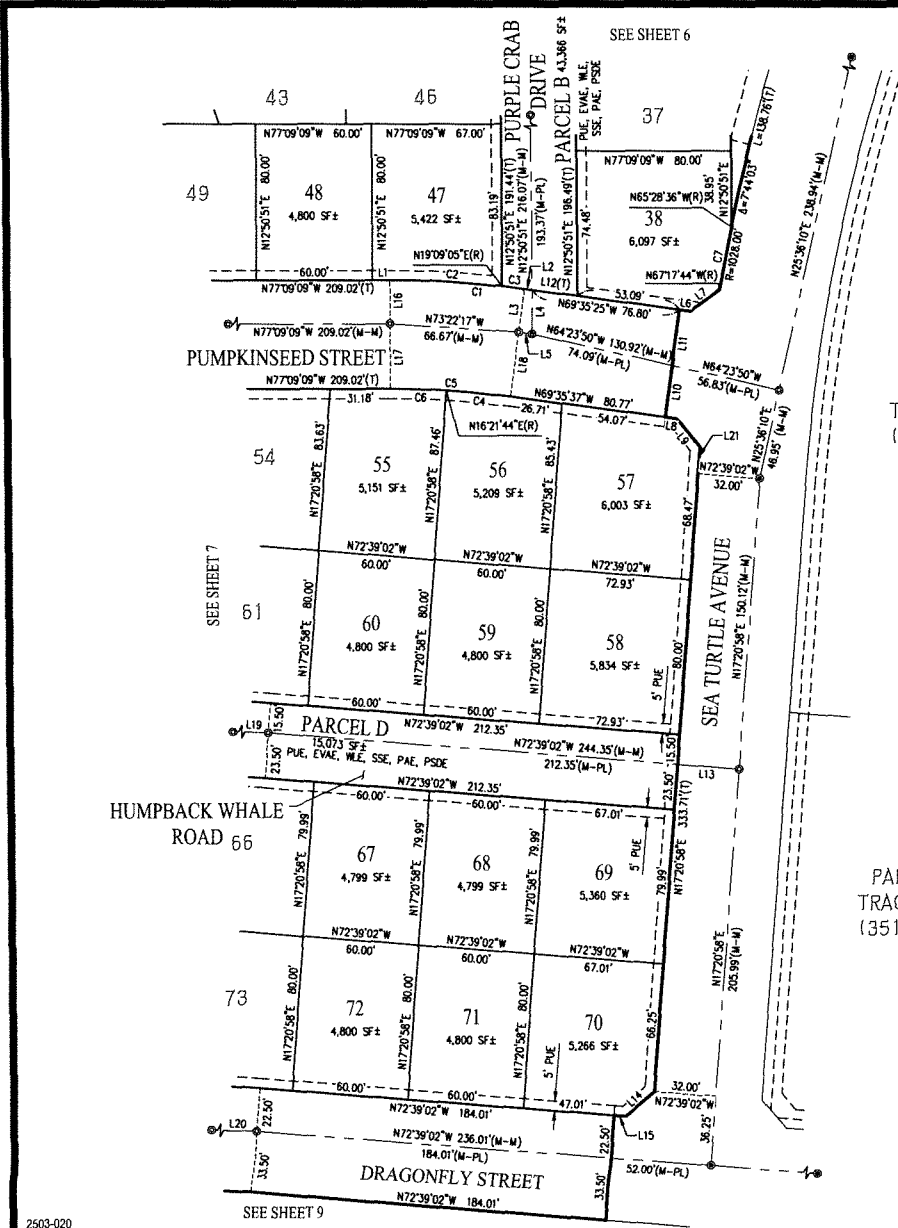
## LEGEND

	SUBDIVISION BOUNDARY LINE
	RIGHT OF WAY LINE
	LOT LINE
	EASEMENT LINE
	CENTERLINE
	MONUMENT LINE
	THE LINE
(T)	TOTAL
(R)	RADIAL
(M-M)	MONUMENT TO MONUMENT
(M-PL)	MONUMENT TO PROPERTY LINE
(#), (###-##)	RECORD INFORMATION
⊙	FOUND STANDARD STREET MONUMENT
⊙	SET STANDARD STREET MONUMENT, LS 7960
ACFC&WCD	ALAMEDA COUNTY FLOOD CONTROL & WATER CONTROL DISTRICT
ACWD	ALAMEDA COUNTY WATER DISTRICT
EX	EXISTING
EVAE	EMERGENCY VEHICLE ACCESS EASEMENT
IEE	INGRESS/EGRESS EASEMENT
LE	LANDSCAPE EASEMENT
PAE	PRIVATE ACCESS EASEMENT
PSDE	PRIVATE STORM DRAIN EASEMENT
PUE	PUBLIC UTILITY EASEMENT
SNF	SEARCHED, NOT FOUND
SSE	SANITARY SEWER EASEMENT
SWE	SIDEWALK EASEMENT
TSEE	TRAFFIC SIGNAL EQUIPMENT EASEMENT
WLE	WATER LINE EASEMENT

## REFERENCES:

- (#) INDICATES REFERENCE NUMBER
- (1) TRACT 8270 (351 M 71)
- (2) PARCEL MAP 7255 (236 PM 79)
- (3) TRACT 5165 (140 M 30)
- (4) TRACT 4730 (127 M 1)

TRACT 8417  
 SHEET 8 OF 10



PARCEL I  
 TRACT 8270  
 (351 M 71)

PARCEL J  
 TRACT 8270  
 (351 M 71)

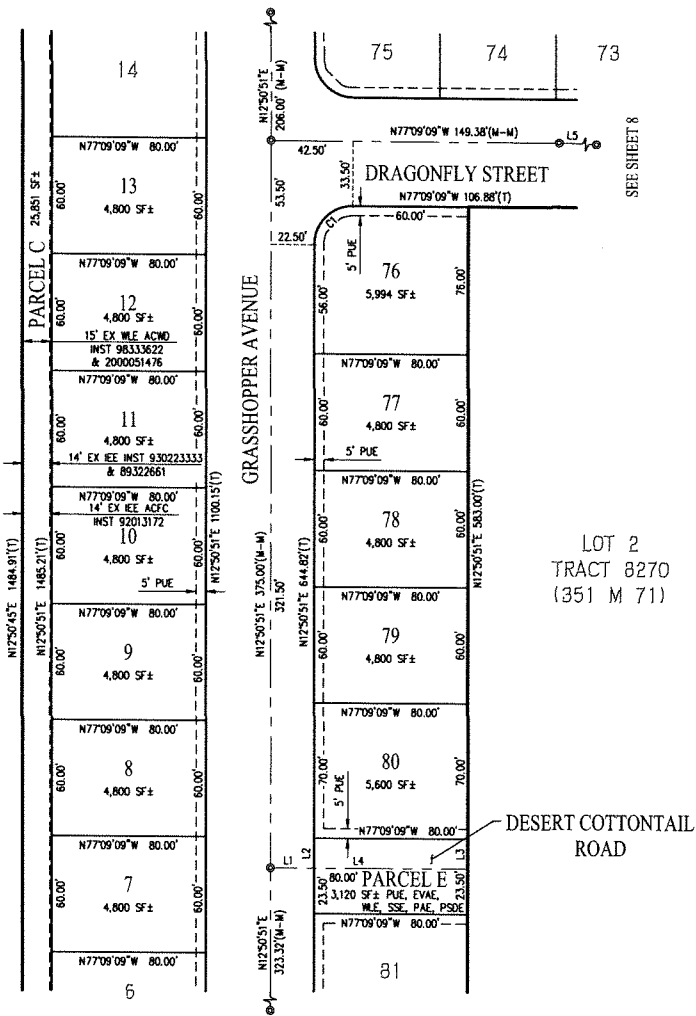
NO	BEARING	LENGTH	
L1	N77°09'09"W	9.02'	
L2	N69°35'25"W	4.02'	
L3	N20°24'35"E	22.50'	
L4	N12°50'51"E	22.70'	(M-PL)
L5	N69°35'25"W	7.01'	(M-M)
L6	N69°35'25"W	5.94'	
L7	N66°43'20"E	19.06'	
L8	N69°35'25"W	5.90'	
L9	N26°07'14"W	18.97'	
L10	N20°27'24"E	26.79'	
L11	N20°27'24"E	29.21'	
L12	N69°35'25"W	27.73'	(T)
L13	N72°39'02"W	32.00'	(M-PL)
L14	N62°20'58"E	19.44'	
L15	N72°39'02"W	6.25'	
L16	N12°50'51"E	22.50'	
L17	N12°50'51"E	33.50'	
L18	N20°24'35"E	33.50'	(M-M)
L19	N74°54'06"E	39.47'	(M-M)
L20	N74°54'06"E	39.71'	(M-M)
L21	N17°20'58"E	13.85'	

NO	RADIUS	DELTA	LENGTH	
C1	528.00'	7°33'44"	69.69'	(T)
C2	528.00'	6°18'14"	58.09'	
C3	528.00'	1°15'30"	11.60'	
C4	472.00'	4°02'51"	33.34'	
C5	472.00'	7°33'44"	62.50'	(T)
C6	472.00'	3°30'53"	28.95'	
C7	1028.00'	1°49'08"	32.63'	



ALAMEDA COUNTY FLOOD CONTROL & WATER CONSERVATION DISTRICT  
92-013171  
92-021837

SEE SHEET 7



SEE SHEET 8

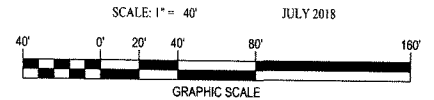
LOT 2  
TRACT 8270  
(351 M 71)

SEE SHEET 10



CURVE TABLE			
NO	RADIUS	DELTA	LENGTH
C1	20.00'	90°00'00"	31.42'

LINE TABLE		
NO	BEARING	LENGTH
L1	N77°09'09"W	22.50' (M-PL)
L2	N12°50'51"E	15.50'
L3	N12°50'51"E	15.50'
L4	N77°09'09"W	102.50' (M-PL)(T)
L5	N74°54'06"W	39.71' (M-M)



**BASIS OF BEARINGS:**

THE BASIS OF BEARINGS FOR THIS SURVEY IS BEARING TAKEN AS N56°08'18"W PER TRACT 8270 (351 M 71).

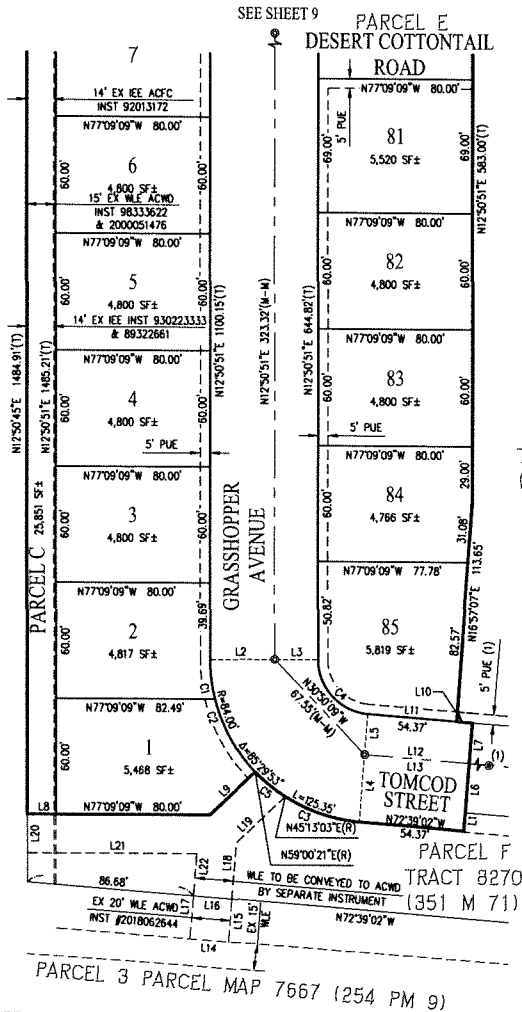
**LEGEND**

- SUBDIVISION BOUNDARY LINE
- RIGHT OF WAY LINE
- LOT LINE
- EASEMENT LINE
- CENTERLINE
- MONUMENT LINE
- TIE LINE
- (T) TOTAL
- (R) RADIAL
- (M-M) MONUMENT TO MONUMENT
- (M-PL) MONUMENT TO PROPERTY LINE
- (#) (###-##) RECORD INFORMATION
- ⊙ FOUND STANDARD STREET MONUMENT
- ⊙ SET STANDARD STREET MONUMENT, LS 7960
- ACFC&WCD ALAMEDA COUNTY FLOOD CONTROL & WATER CONTROL DISTRICT
- ACWD ALAMEDA COUNTY WATER DISTRICT
- EX EXISTING
- EVAE EMERGENCY VEHICLE ACCESS EASEMENT
- IEE INGRESS/EGRESS EASEMENT
- LE LANDSCAPE EASEMENT
- PAE PRIVATE ACCESS EASEMENT
- PSOE PRIVATE STORM DRAIN EASEMENT
- PUE PUBLIC UTILITY EASEMENT
- SNF SEARCHED, NOT FOUND
- SSE SANITARY SEWER EASEMENT
- SWE SIDEWALK EASEMENT
- TSEE TRAFFIC SIGNAL EQUIPMENT EASEMENT
- WLE WATER LINE EASEMENT

**REFERENCES:**

- (#) INDICATES REFERENCE NUMBER
- (1) TRACT 8270 (351 M 71)
- (2) PARCEL MAP 7255 (236 PM 79)
- (3) TRACT 5165 (140 M 30)
- (4) TRACT 4730 (127 M 1)

ALAMEDA COUNTY FLOOD CONTROL & WATER CONSERVATION DISTRICT  
92-013171  
92-021837



LOT 2  
TRACT 8270  
(351 M 71)



CURVE TABLE			
NO	RADIUS	DELTA	LENGTH
C1	84.00'	135°22'	20.51'
C2	84.00'	29°51'08"	43.77'
C3	84.00'	27°52'05"	40.86'
C4	28.00'	85°29'53"	41.78'
C5	84.00'	134°7'18"	20.21'

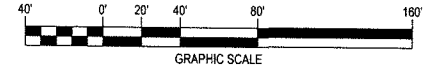
LINE TABLE		
NO	BEARING	LENGTH
L1	N17°20'58"E	9.50'
L2	N77°09'09"W	33.50'
L3	N77°09'09"W	22.50' (M-PL)
L4	N17°20'58"E	35.00' (M-PL)
L5	N17°20'58"E	21.00' (M-PL)
L6	N17°20'58"E	25.50' (M-PL)
L7	N17°20'58"E	21.00'
L8	N77°09'09"W	14.97'
L9	N59°28'21"E	32.21'
L10	N72°39'02"W	8.16'
L11	N72°39'02"W	46.21'
L12	N72°39'02"W	54.37' (M-PL)
L13	N72°39'02"W	655.67' (M-M)
L14	N72°39'02"W	20.00'
L15	N17°20'58"E	22.50'
L16	N72°39'02"W	20.00'
L17	N17°20'58"E	22.50'
L18	N17°20'58"E	28.92'
L19	N59°28'21"E	34.92'
L20	N12°50'45"E	20.00'
L21	N77°09'09"W	88.13'
L22	N17°20'58"E	21.96'

# TRACT 8417

CITY OF NEWARK, ALAMEDA COUNTY, CALIFORNIA  
CONSISTING OF 10 SHEETS  
BEING A SUBDIVISION OF LOT 1, TRACT 8270,  
FILED DECEMBER 6, 2017, IN BOOK 351 OF MAPS AT PAGES 71-79,  
ALAMEDA COUNTY RECORDS.

**Carlson, Barbee & Gibson, Inc.**  
CIVIL ENGINEERS • SURVEYORS • PLANNERS  
SAN RAMON • WEST SACRAMENTO

SCALE: 1" = 40' JULY 2018



## BASIS OF BEARINGS:

THE BASIS OF BEARINGS FOR THIS SURVEY IS BETWEEN FOUND MONUMENTS ON CHERRY STREET, THE BEARING TAKEN AS N58°08'18"W PER TRACT 8270 (351 M 71).

## LEGEND

	SUBDIVISION BOUNDARY LINE
	RIGHT OF WAY LINE
	LOT LINE
	EASEMENT LINE
	CENTERLINE
	MONUMENT LINE
	THE LINE
(T)	TOTAL
(R)	RADIAL
(M-M)	MONUMENT TO MONUMENT
(M-PL)	MONUMENT TO PROPERTY LINE
(P), (##-##)	RECORD INFORMATION
⊙	FOUND STANDARD STREET MONUMENT
⊙	SET STANDARD STREET MONUMENT, LS 7960
ACFC&WCD	ALAMEDA COUNTY FLOOD CONTROL & WATER CONTROL DISTRICT
ACWD	ALAMEDA COUNTY WATER DISTRICT
EX	EXISTING
EVAE	EMERGENCY VEHICLE ACCESS EASMENT
INGR/EGRESS	INGRESS/EGRESS EASEMENT
LE	LANDSCAPE EASEMENT
PAE	PRIVATE ACCESS EASEMENT
PSDE	PRIVATE STORM DRAIN EASEMENT
PUE	PUBLIC UTILITY EASEMENT
SNF	SEARCHED, NOT FOUND
SSE	SANITARY SEWER EASEMENT
SWE	SIDEWALK EASEMENT
TSEE	TRAFFIC SIGNAL EQUIPMENT EASEMENT
WLE	WATER LINE EASEMENT

## REFERENCES:

- (P) INDICATES REFERENCE NUMBER
- (1) TRACT 8270 (351 M 71)
- (2) PARCEL MAP 7255 (236 PM 79)
- (3) TRACT 5155 (140 M 30)
- (4) TRACT 4730 (127 M 1)

TRACT 8417  
SHEET 10 OF 10

**CITY OF NEWARK**  
**SUBDIVISION IMPROVEMENT AGREEMENT**  
**TRACT 8417**  
**SANCTUARY**

This Subdivision Improvement Agreement (hereinafter "Agreement") is made and entered into by and between the CITY OF NEWARK, a municipal corporation (hereinafter "City"), and ARROYO CAP III, LLC, a Delaware limited liability company (hereinafter "Developer"). City and Developer may be collectively referred to herein as the "parties."

**RECITALS**

- A.** In accordance with the Subdivision Map Act (California Government Code Sections 66410, *et seq.*), and the Subdivision Ordinance (Newark Municipal Code, Title 16, Chapters 16.04, 16.08, 16.12, 16.16, 16.20, and 16.32), and the Street Ordinance (Newark Municipal Code, Title 12, Chapters 12.04 and 12.08), the Developer has submitted to the City a Final Map (hereinafter "Final Map") for the Project known as Tract 8417 Sanctuary in Newark, California (hereinafter "Project").
- B.** The Project is geographically located within the boundaries of the Tentative Tract Map known as "Vesting Tentative Map Tract 8270, Sanctuary". The Tentative Map is on file with the City Engineer, and is incorporated herein by reference.
- C.** The City's approval of the Tentative Map was subject to specified conditions of approval (hereinafter "Conditions"). The Conditions are on file with the City Engineer, and are incorporated herein by reference.
- D.** LS-Newark, LLC ("Landsea") has the right to acquire the Real Property from Developer pursuant to that certain Option Agreement dated June 30, 2017 between Developer and Landsea.
- E.** Improvement Plans and Specifications have been prepared on behalf of the Developer, and approved by the City Engineer, which describe the improvements which are required to be constructed by the Developer. The term "Plans and Specifications" shall include:
- *Improvement Plans for Sanctuary Village 1 Tract 8417*, dated \_\_\_\_\_ 2018, prepared by Carlson, Barbee & Gibson, Inc., \_\_\_ pages, approved by the City Engineer on \_\_\_\_\_, 2018



**CITY OF NEWARK – SUBDIVISION IMPROVEMENT AGREEMENT  
TRACT 8417 Sanctuary**

The Plans and Specifications are on file with the City Engineer, and are incorporated herein by reference.

**NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL COVENANTS AND CONDITIONS IDENTIFIED HEREIN, THE PARTIES HEREBY AGREE AS FOLLOWS:**

1. **SCOPE OF WORK.** The Developer shall perform, or cause to be performed, the Work described in the Plans and Specifications and the Conditions (hereinafter “Work”), to the satisfaction of the City Engineer. The Work shall be performed, and all materials and labor shall be provided, at the Developer’s sole cost and expense. No change shall be made to the Scope of Work unless authorized in writing by the City Engineer.
2. **PERMITS, LICENSES, AND COMPLIANCE WITH LAW.** The Developer shall, at the Developer’s expense, obtain and maintain all necessary permits and licenses for the performance of the Work. The Developer shall comply with all local, state, and federal laws, whether or not said laws are expressly stated in this Agreement.
3. **DEVELOPER’S AUTHORIZED REPRESENTATIVE.** At all times during the progress of the Work, Developer shall have a competent foreperson or superintendent (hereinafter “Authorized Representative”) on site with authority to act on behalf of the Developer. The Developer shall, at all times, keep the City Engineer informed in writing of the name and telephone number of the Authorized Representative. The Developer shall, at all times, keep the City Engineer informed in writing of the names and telephone numbers of all contractors and subcontractors performing the Work.
4. **IMPROVEMENT SECURITY.** The Developer shall, or cause its contractor, LS-Newark, LLC, a Delaware Limited Liability Company (hereinafter “LS-Newark”), to furnish faithful performance and labor and material security concurrently with the execution of this Agreement by the Developer, and prior to the commencement of any Work. The Developer shall, or cause LS-Newark, to furnish warranty security prior to the City’s acceptance of the Work. The form of the security shall be as authorized by the Subdivision Map Act (including Government Code Sections 66499, *et seq.*) and the Newark Municipal Code, and as set forth below:
  - 4(a). **Faithful Performance.** Performance Bonds in the amount of \$2,780,000.00 to secure faithful performance of this Agreement (until the date on which the City Council accepts the Work as

**CITY OF NEWARK – SUBDIVISION IMPROVEMENT AGREEMENT  
TRACT 8417 Sanctuary**

complete) pursuant to Government Code Sections 66499.1, 66499.4, and 66499.9.

**4(b). Labor and Material.** Materials Bonds in the amount of \$1,390,000.00 to secure payment by the Developer to laborers and materialmen pursuant to Government Code Sections 66499.2, 66499.3, and 66499.4.

**4(c). Warranty.** Performance Bonds in the amount of \$278,000.00 to secure faithful performance of this Agreement (from the date on which the City accepts the Work as complete until one year thereafter) pursuant to Government Code Sections 66499.1, 66499.4, and 66499.9.

**5. BUSINESS LICENSE.** The Developer shall apply for and pay the business license fees, in accordance with Newark Municipal Code Title 5, Chapter 5.04.

**6. INSURANCE.** The Developer shall, or cause LS-Newark, to maintain throughout the duration of this Agreement, insurance to cover Developer (including its agents, representatives, contractors, subcontractors, and employees) in connection with the performance of services under this Agreement. This Agreement identifies the minimum insurance levels with which Developer shall comply; however, the minimum insurance levels shall not relieve Developer of any other performance responsibilities under this Agreement (including the indemnity requirements), and Developer may carry, at its own expense, any additional insurance it deems necessary or prudent. Concurrently with the execution of this Agreement by the Developer, and prior to the commencement of any services, the Developer shall furnish written proof of insurance (certificates and endorsements), in a form acceptable to the City. Developer shall provide substitute written proof of insurance no later than 30 days prior to the expiration date of any insurance policy required by this Agreement.

**6(a). Minimum Insurance Levels.** Developer shall, or cause LS-Newark to, maintain insurance at the following minimum levels:

**6(a)(1). Commercial General Liability** (with coverage at least as broad as ISO form CG 00 01 01 96) coverage in an amount not less than \$5,000,000 general aggregate and \$2,000,000 per occurrence for general liability, bodily injury, personal injury, and property damage.

**6(a)(2). Automobile Liability** (with coverage at least as broad as ISO form CA 00 01 07 97, for “any auto”) coverage in an amount not less than \$1,000,000 per accident for bodily injury and property damage.

**CITY OF NEWARK – SUBDIVISION IMPROVEMENT AGREEMENT  
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**6(a)(3). Workers' Compensation** coverage as required by the State of California.

**6(b). Minimum Limits of Insurance.** It shall be a requirement under this Agreement that any available insurance proceeds broader than or in excess of the specified minimum Insurance coverage requirements and/or limits shall be available to the Additional Insured. Furthermore, the requirements for coverage and limits shall be (1) the minimum coverage and limits specified in this Agreement; or (2) the broader coverage and maximum limits of coverage of any Insurance policy or proceeds available to the named Insured; whichever is greater.

**6(c). Endorsements.** The insurance policies shall be endorsed as follows:

**6(c)(1).** For the commercial general liability insurance, the City (including its elected officials, employees, volunteers, and agents) shall be named as additional insured, and the policy shall be endorsed with a form at least as broad as ISO form CG 20 10 11 85.

**6(c)(2).** Developer's insurance is primary to any other insurance available to the City with respect to any claim arising out of this Agreement. Any insurance maintained by the City shall be excess of the Developer's insurance and shall not contribute with it.

**6(c)(3).** Developer's insurance will not be canceled, limited, or allowed to expire without renewal until after 30 days written notice has been given to the City. During the term of this Agreement, Consultant will not materially alter any of the policies or reduce any of the levels of coverage afforded by its insurance policies.

**6(c)(4).** Maintenance of proper insurance coverage in conformity with this Section 6 is a material element of this Agreement and failure to maintain or renew coverage or to provide evidence of coverage or renewal may be treated by City as a material breach of this Agreement.

**6(d). Qualifications of Insurers.** All insurance companies providing coverage to Developer shall be insurance organizations authorized by the Insurance Commissioner of the State of California to transact the business of insurance in the State of California, and shall have an A.M Best's rating of not less than "A:VII."

**7. REPORTING DAMAGES.** If any damage (including death, personal injury or property damage) occurs in connection with the performance of this Agreement, Developer shall immediately notify the City Engineer's office by telephone at 510-578-4589, and Developer shall promptly

**CITY OF NEWARK – SUBDIVISION IMPROVEMENT AGREEMENT  
TRACT 8417 Sanctuary**

submit to the City's Risk Manager and the City's Authorized Representative, a written report (in a form acceptable to the City) with the following information: (a) a detailed description of the damage (including the name and address of the injured or deceased person(s), and a description of the damaged property), (b) name and address of witnesses, and (c) name and address of any potential insurance companies.

- 8. INDEMNIFICATION.** To the fullest extent permitted by law, Developer shall indemnify, hold harmless, and defend the City (including its elected officials, officers, volunteers, agents and employees) from and against any and all claims (including all litigation, demands, damages, liabilities, costs, and expenses, and including court costs and attorney's fees) resulting or arising from performance, or failure to perform, under this Agreement (with the exception of the sole negligence or willful misconduct of the City).
- 9. TIME OF PERFORMANCE.** Time is of the essence in the performance of the Work, and the timing requirements set forth herein shall be strictly adhered to unless otherwise modified in writing in accordance with this Agreement. The Developer shall submit all requests for extensions of time to the City, in writing, no later than ten (10) days after the start of the condition which purportedly caused the delay, and not later than the date on which performance is due.

  - 9(a). Commencement of Work.** No later than fifteen (15) days prior to the commencement of Work, the Developer shall provide written notice to the City Engineer of the date on which the Developer shall commence Work. The Developer shall not commence Work until after the notice required by this section is properly provided, and the Developer shall not commence Work prior to the date specified in the written notice.
  - 9(b). Schedule of Work.** Concurrently with the written notice of commencement of Work, the Developer shall provide the City with a written schedule of Work, which shall be updated in writing as necessary to accurately reflect the Developer's prosecution of the Work.
  - 9(c). Completion of Work.** The Developer shall complete all Work by no later than two (2) years after the City's execution of this Agreement.
- 10. INSPECTION BY THE CITY.** In order to permit the City to inspect the Work, the Developer shall, at all times, provide to the City proper and

**CITY OF NEWARK – SUBDIVISION IMPROVEMENT AGREEMENT  
TRACT 8417 Sanctuary**

safe access to the Project site, and all portions of the Work, and to all shops wherein portions of the Work are in preparation.

**11. DEFAULT.** If either party (“demanding party”) has a good faith belief that the other party (“defaulting party”) is not complying with the terms of this Agreement, the demanding party shall give written notice of the default (with reasonable specificity) to the defaulting party, and demand the default to be cured within ten days of the notice. If: (a) the defaulting party fails to cure the default within ten days of the notice, or, (b) if more than ten days are reasonably required to cure the default and the defaulting party fails to give adequate written assurance of due performance within ten days of the notice, then (c) the demanding party may terminate this Agreement upon written notice to the defaulting party.

**11(a).** The Developer shall be in default of this Agreement if the City Engineer determines that any one of the following conditions exist:

**11(a)(1).** The Developer is insolvent, bankrupt, or makes a general assignment for the benefit of its creditors.

**11(a)(2).** The Developer abandons the Project site.

**11(a)(3).** The Developer fails to perform one or more requirements of this Agreement.

**11(a)(4).** The Developer fails to replace or repair any damage caused by Developer or its agents, representatives, contractors, subcontractors, or employees in connection with performance of the Work.

**11(a)(5).** The Developer violates any legal requirement related to the Work.

**11(b).** In the event that the Developer fails to cure the default, the City may, in the discretion of the City Engineer, take any or all of the following actions:

**11(b)(1).** Cure the default and charge the Developer for the costs therefor, including administrative costs and interest in an amount equal to seven percent (7 %) per annum from the date of default.

**11(b)(2).** Demand the Developer to complete performance of the Work.

**11(b)(3).** Demand the Developer’s surety (if any) to complete performance of the Work.

**12. ACCEPTANCE OF WORK.** Prior to acceptance of the Work by the City Engineer, the Developer shall be solely responsible for maintaining the quality of the Work, and maintaining safety at the Project site. The Developer’s obligation to perform the Work shall not be satisfied until after the City Engineer has made a written determination that all

**CITY OF NEWARK – SUBDIVISION IMPROVEMENT AGREEMENT  
TRACT 8417 Sanctuary**

obligations of the Agreement have been satisfied and all outstanding fees and charges have been paid, and the City Engineer has accepted the Work as complete.

13. **WARRANTY PERIOD.** The Developer shall warrant the quality of the Work, in accordance with the terms of the Plans and Specifications, for a period of one year after acceptance of the Work by the City. In the event that (during the one year warranty period) any portion of the Work is determined by the City Engineer to be defective as a result of an obligation of the Developer under this Agreement, the Developer shall be in default.
14. **RELATIONSHIP BETWEEN THE PARTIES.** Developer is, and at all times shall remain, an independent contractor solely responsible for all acts of its employees, agents, contractors, or subcontractors, including any negligent acts or omissions. Developer is not City's agent, and shall have no authority to act on behalf of the City, or to bind the City to any obligation whatsoever, unless the City provides prior written authorization to Developer.
15. **CONFLICTS OF INTEREST PROHIBITED.** Developer (including its employees, agents, contractors, and subcontractors) shall not maintain or acquire any direct or indirect interest that conflicts with the performance of this Agreement. If Developer maintains or acquires a conflicting interest, any contract with the City (including this Agreement) involving Developer's conflicting interest may be terminated by the City.
16. **NONDISCRIMINATION.** Developer shall comply with all applicable federal, state, and local laws regarding nondiscriminatory employment practices, whether or not said laws are expressly stated in this Agreement. Developer shall not discriminate against any employee or applicant because of race, color, religious creed, national origin, physical disability, mental disability, medical condition, marital status, sexual orientation, or sex.
17. **NOTICES.** All notices required or contemplated by this Agreement shall be in writing and shall be delivered to the respective party as set forth in this section. Communications shall be deemed to be effective upon the first to occur of: (a) actual receipt by a party's Authorized Representative, or (b) actual receipt at the address designated below, or (c) three working days following deposit in the United States Mail of registered or certified mail sent to the address designated below. The Authorized Representative of either party may modify their respective contact information identified in this section by providing notice to the other party.

**CITY OF NEWARK – SUBDIVISION IMPROVEMENT AGREEMENT  
TRACT 8417 Sanctuary**

**TO: City of Newark**

Attn: City Engineer  
37101 Newark Boulevard  
Newark, CA 94560

**To: Arroyo Cap III, LLC**

c/o LS-Newark, LLC  
3130 Crow Canyon Place #325  
San Ramon, Ca 94583  
Attn: Jeffrey Brouelette  
Alec Tappin

18. **HEADINGS.** The heading titles for each paragraph of this Agreement are included only as a guide to the contents and are not to be considered as controlling, enlarging, or restricting the interpretation of the Agreement.
19. **SEVERABILITY.** If any term of this Agreement (including any phrase, provision, covenant, or condition) is held by a court of competent jurisdiction to be invalid or unenforceable, the Agreement shall be construed as not containing that term, and the remainder of this Agreement shall remain in full force and effect; provided, however, this paragraph shall not be applied to the extent that it would result in a frustration of the parties' intent under this Agreement.
20. **GOVERNING LAW, JURISDICTION, AND VENUE.** The interpretation, validity, and enforcement of this Agreement shall be governed by and interpreted in accordance with the laws of the State of California. Any suit, claim, or legal proceeding of any kind related to this Agreement shall be filed and heard in a court of competent jurisdiction in the County of Alameda.
21. **ATTORNEY'S FEES.** In the event any legal action is commenced to enforce this Agreement, the prevailing party is entitled to reasonable attorney's fees, costs, and expenses incurred.
22. **ASSIGNMENT AND DELEGATION.** This Agreement, and any portion thereof, shall not be assigned or transferred, nor shall any of the Developer's duties be delegated, without the written consent of the City. Any attempt to assign or delegate this Agreement without the written consent of the City shall be void and of no force or effect. A consent by the City to one assignment shall not be deemed to be a consent to any subsequent assignment.
23. **MODIFICATIONS.** This Agreement may not be modified orally or in any manner other than by an agreement in writing signed by both parties.
24. **WAIVERS.** Waiver of a breach or default under this Agreement shall not constitute a continuing waiver or a waiver of a subsequent breach of the same or any other provision of this Agreement.

**CITY OF NEWARK – SUBDIVISION IMPROVEMENT AGREEMENT  
TRACT 8417 Sanctuary**

- 25. CONFLICTS.** If any conflicts arise between the terms and conditions of this Agreement and the terms and conditions of the attached exhibits or any documents expressly incorporated, the terms and conditions of this Agreement shall control.
- 26. ENTIRE AGREEMENT.** This Agreement, including all documents incorporated herein by reference, comprises the entire integrated understanding between the parties concerning the Work described herein. This Agreement supersedes all prior negotiations, agreements, and understandings regarding this matter, whether written or oral. The documents incorporated by reference into this Agreement are complementary; what is called for in one is binding as if called for in all.
- 27. 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 the Developer and the City. This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.



**CITY OF NEWARK – SUBDIVISION IMPROVEMENT AGREEMENT  
TRACT 8417 Sanctuary**

**IN WITNESS WHEREOF**, the City and Developer do hereby agree to the full performance of the terms set forth herein.

**ARROYO CAP III, LLC**  
a Delaware limited liability company

**CITY OF NEWARK,**  
a municipal corporation

By: ARROYO CAPITAL, LLC  
a Delaware limited liability company  
its sole member

By: \_\_\_\_\_  
Alan L. Nagy, Mayor

By: \_\_\_\_\_  
Jeffrey Brouelette  
Principal

ATTEST:

\_\_\_\_\_  
Sheila Harrington, City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
David J. Benoun, City Attorney

2643469.2

RESOLUTION NO.

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF  
NEWARK APPROVING W2018-004, A WAIVER REQUEST  
TO ALLOW UP TO 10% RELIEF FROM DIMENSIONAL  
REQUIREMENTS OF REQUIRED SETBACKS FOR TRACT  
8417 - SANCTUARY VILLAGE 1

WHEREAS, Mr. Paul K Manyisha has filed with the City of Newark an application for waiver request to allow up to 10% relief from dimensional requirements of required setbacks for Tract 8417; and

PURSUANT to the Newark Zoning Ordinance Section 17.37.30.B, the City Council in its regular meeting reviewed the said application at 7:30 p.m. on July 26, 2018 at the City Administration Building, 37101 Newark Boulevard, Newark, California; and

WHEREAS, pursuant to Chapter 17.37 (Waivers), Section 17.37.040 (Required Findings) of Newark Zoning Ordinance, the City Council hereby makes the following findings:

- A. The waiver is necessary due to the physical characteristics of the property and the proposed use or structure or other circumstances, including, but not limited to, topography, noise exposure, irregular property boundaries, or other unusual circumstance.
- B. There are no alternatives to the requested waiver that could provide an equivalent level of benefit to the applicant with less potential detriment to surrounding owners and occupants or to the general public.
- C. The granting of the requested waiver would not be detrimental to the health or safety of the public or the occupants of the property or result in a change in land use or density that would be inconsistent with the requirements of this Ordinance.

NOW, THEREFORE, BE IT RESOLVED that the City Council does hereby approves this application as shown on Exhibit A, Final Map for Tract 8417 subject to compliance with the following conditions:

Planning Division

- a. The project shall conform to all the conditions of Tract Map 8417.
- b. The waiver shall apply to lots 27, 35, 42, 43, 70 and 75.

General

- c. All proposed changes from approved exhibits shall be submitted to the Community Development Director who shall decide if they warrant Planning Commission and City

Council review and, if so decided, said changes shall be submitted for the Commission's and Council's review and decision. The applicant shall pay the prevailing fee for each additional separate submittal of project exhibits requiring Planning Commission and/or City Council review and approval.

- d. If any condition of this Waiver be declared invalid or unenforceable by a court of competent jurisdiction, this waiver shall terminate and be of no force and effect, at the election of the City Council on motion.
- e. The applicant hereby agrees to defend, indemnify, and save harmless the City of Newark, its Council, boards, commissions, officers, employees and agents, from and against any and all claims, suits, actions, liability, loss, damage, expense, cost (including, without limitation, attorneys' fees, costs and fees of litigation) of every nature, kind or description, which may be brought by a third party against, or suffered or sustained by, the City of Newark, its Council, boards, commissions, officers, employees or agents to challenge or void the permit granted herein or any California Environmental Quality Act determinations related thereto.
- f. In the event that any person should bring an action to attack, set aside, void or annul the City's approval of this project, the applicant shall defend, indemnify and hold harmless the City and/or its agents, officers and employees from any claim, action, or proceeding against the City and/or its agents, officers and employees with counsel selected by the applicant (which shall be the same counsel used by applicant) and reasonably approved by the City. Applicant's obligation to defend, indemnify and hold harmless the City and/or its agents, officers and employees shall be subject to the City's compliance with Government Code Section 66474.9.
- f. The Conditions of Project Approval set forth herein may include certain fees, dedication requirements, reservation requirements and other exactions. Pursuant to Government Code Section 66020(d)(1), these Conditions constitute written notice of a statement of the amount of such fees, and a description of the dedications, reservations and other exactions. The applicant is hereby further notified that the 90-day approval period in which the applicant may protest these fees, dedications, reservations and other exactions, pursuant to Government Code Section 66020(a), has begun. If the applicant fails to file a protest within this 90-day period complying with all of the requirements of Section 66020, the applicant will be legally barred from later challenging such exactions.

**F.7 Approval of the Final Map, Subdivision Improvement Agreement, and waiver to allow up to ten percent relief of required setbacks for Tract 8419 – Sanctuary Village 3 (KB Sanctuary, LLC), a 97-unit residential subdivision in General Plan Area 3 at the intersection of Cherry Street and Stevenson Boulevard – from Assistant City Engineer Imai and Assistant City Manager Grindall. (RESOLUTIONS-2)**

**Background/Discussion** – On December 10, 2015, the City Council approved Vesting Tentative Tract Map 8270 for a 386-unit residential subdivision in General Plan Area 3 at the northwest corner of Cherry Street and Stevenson Boulevard. Subsequently, on November 9, 2017, the City Council approved the Final Map for Tract 8270, which divided the subject property into five large-lot “village” parcels for future residential development. The Final Map for Tract 8419 further divides two of the large-lot “villages” into 97 single-family residential lots. The developers, KB Sanctuary, LLC, and LS-Newark, LLC have submitted the required fees, bonds, and other documents for approval of the Final Map for Tract 8419.

The developer has executed a Subdivision Improvement Agreement and has posted a Performance Bond in the amount of \$2,080,000 and a Materials Bond in the amount of \$1,040,000. The bonds will guarantee construction of private streets within the development.

The Final Map for Tract 8419 has been reviewed and found to be in conformance with Vesting Tentative Tract Map 8270 and the Conditions of Approval, and is now ready for City Council approval. Recording of the Final Map and issuance of subsequent permits and approvals for construction activity will be at the discretion of the City Engineer.

Because there will be no public streets constructed as part of Tract 8419, the City will not incur any maintenance costs associated with the tract improvements.

Staff recommends approval of a Waiver request that allows up to 10% relief from dimensional requirements of required setbacks per Chapter 17.37 of Newark Zoning Ordinance. This relief will apply to odd shape lots and result in larger front yards for lots 194, 203, 213, 225, 238, 243, 267, 268, 272 and 273.

**Attachments**

**Action** – It is recommended that the City Council, by resolutions, approve: 1) the Final Map, and Subdivision Improvement Agreement for Tract 8419 – Sanctuary Village 3, a 97-unit residential subdivision in General Plan Area 3 at the intersection of Cherry Street and Stevenson Boulevard; and 2) W2018-003, a waiver request to allow up to 10% relief from dimensional requirements of required setbacks for Tract 8419 – Sanctuary Village 3.

RESOLUTION NO.

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF  
NEWARK APPROVING THE FINAL MAP AND  
SUBDIVISION IMPROVEMENT AGREEMENT FOR TRACT  
8419 – SANCTUARY VILLAGE 3, A 97-UNIT RESIDENTIAL  
SUBDIVISION IN GENERAL PLAN AREA 3 AT THE  
INTERSECTION OF CHERRY STREET AND STEVENSON  
BOULEVARD

WHEREAS, on December 10, 2010, with Resolution No. 10,429, the City Council of the City of Newark approved Vesting Tentative Tract Map 8270 for a 386-unit residential subdivision on an approximately 77.5 acre project site generally located on the northwest corner of Cherry Street and Stevenson Boulevard; and

WHEREAS, on November 9, 2017, with Resolution No. 10,717, the City Council of the City of Newark approved the Final Map for Tract 8270, which divided the subject property into five large-lot “village” parcels for future residential development; and

WHEREAS, the Final Map for Tract 8419 further divides two of the large-lot “villages” into 97 single-family residential lots;

NOW THEREFORE, BE IT RESOLVED BY THE City Council of the City of Newark that the City Council does hereby approve the Final Map and improvement plans for Tract 8419, City of Newark, County of Alameda, State of California, and that the Mayor is authorized and hereby directed to execute an agreement between the City of Newark and KB Sanctuary, LLC for the improvements of said tract.

BE IT FURTHER RESOLVED that the City Council does hereby accept all parcels of land and easements offered for public use, subject to improvement, in conformity with the terms of offer of dedication as shown on the Final Map for Tract 8419.

BE IT FURTHER RESOLVED that the City Council does hereby approve the Performance Bond in the amount of \$2,080,000 and the Materials Bond in the amount of \$1,040,000 posted by the developer to secure the installation of improvements in accordance with the plans and specifications and the Subdivision Improvement Agreement.

BE IT FURTHER RESOLVED that the recording of the Final Map and final approval for the start of construction activity for Tract 8419, including issuance of all related construction permits, shall be at the discretion of the City Engineer.

**OWNER'S STATEMENT**

WE, THE UNDERSIGNED, KB SANCTUARY LLC, A DELAWARE LIMITED LIABILITY COMPANY DO HEREBY STATE THAT WE ARE THE OWNERS OF ALL THE LAND DELINEATED AND EMBRACED WITHIN THE EXTERIOR BOUNDARY LINES OF THE HERIN EMBODIED MAP, ENTITLED "TRACT 8419, CITY OF NEWARK, ALAMEDA COUNTY, CALIFORNIA", CONSISTING OF EIGHT (8) SHEETS, THIS STATEMENT BEING UPON SHEET ONE (1) THEREOF; THAT WE ACQUIRED TITLE TO SAID LAND BY VIRTUE OF THE GRANT DEED RECORDED DECEMBER 15, 2017 AS DOCUMENT NO. 2017278665, OFFICIAL RECORDS OF ALAMEDA COUNTY, CALIFORNIA; THAT WE ARE THE ONLY PERSONS WHOSE CONSENT IS NECESSARY TO PASS A CLEAR TITLE TO SAID REAL PROPERTY; AND THAT WE HEREBY CONSENT TO THE PREPARATION AND RECORDATION OF THIS MAP AND SUBDIVISION.

**THE REAL PROPERTY DESCRIBED BELOW IS DEDICATED AS EASEMENTS FOR PUBLIC PURPOSES:**

- 1. THE AREAS OVER, UNDER AND UPON THOSE CERTAIN STRIPS OF LAND DESIGNATED AS "PUE" (PUBLIC UTILITY EASEMENT) FOR THE PURPOSES OF CONSTRUCTION, OPERATION AND MAINTENANCE OF APPLICABLE STRUCTURES AND APPURTENANCES THERETO, INCLUDING BUT NOT LIMITED TO SANITARY SEWERS, WATER, ELECTRICAL, GAS AND COMMUNICATION FACILITIES; SAID AREAS OR STRIPS OF LAND ARE TO BE KEPT OPEN AND FREE FROM BUILDINGS AND STRUCTURES OF ANY KIND, EXCEPT APPLICABLE UTILITY STRUCTURES AND APPURTENANCES THERETO, LAWFUL FENCES AND LAWFUL UNSUPPORTED OVERHANGS.
- 2. THE AREAS ON AND OVER THOSE CERTAIN STRIPS OF LAND DESIGNATED AS "EVAE" (EMERGENCY VEHICLE ACCESS EASEMENT) FOR THE PURPOSES OF INGRESS AND EGRESS OF EMERGENCY VEHICLES.
- 3. THE AREAS OVER, UNDER AND UPON THOSE CERTAIN STRIPS OF LAND DESIGNATED AS "SSE" (SANITARY SEWER EASEMENT) FOR THE PURPOSE OF CONSTRUCTION AND MAINTENANCE OF APPLICABLE SANITARY SEWER LINES, STRUCTURES AND APPURTENANCES THERETO. SAID AREAS ARE TO BE KEPT OPEN AND FREE FROM BUILDINGS AND STRUCTURES OF ANY KIND EXCEPT APPLICABLE SANITARY SEWER STRUCTURES AND APPURTENANCES THERETO.
- 4. THE AREAS OVER, UNDER AND UPON THOSE CERTAIN STRIPS OF LAND DESIGNATED AS "WLE" (WATER LINE EASEMENT) FOR THE PURPOSE OF CONSTRUCTION AND MAINTENANCE OF APPLICABLE WATER LINES, STRUCTURES AND APPURTENANCES THERETO. SAID AREAS ARE TO BE KEPT OPEN AND FREE FROM BUILDINGS AND STRUCTURES OF ANY KIND EXCEPT APPLICABLE WATER LINE STRUCTURES AND APPURTENANCES THERETO.

WE ALSO HEREBY DECLARE THAT THE AREAS DESIGNATED AS "PSDE" (PRIVATE STORM DRAIN EASEMENT) ARE RESERVED FOR THE PURPOSE OF CONSTRUCTION AND MAINTENANCE OF PRIVATE STORM DRAIN FACILITIES AND APPURTENANCES AND SHALL BE KEPT OPEN AND FREE FROM BUILDINGS AND STRUCTURES OF ANY KIND EXCEPT STORM DRAIN SYSTEMS AND APPURTENANCES THERETO. SAID EASEMENTS ARE NOT OFFERED FOR DEDICATION TO THE PUBLIC. MAINTENANCE, REPAIR AND/OR REPLACEMENT OF IMPROVEMENTS WITHIN SAID EASEMENTS IS THE RESPONSIBILITY OF THE HOMEOWNER'S ASSOCIATION AS DETERMINED BY THE APPROPRIATE COVENANTS, CONDITIONS AND RESTRICTIONS GOVERNING TRACT 8419.

WE ALSO HEREBY DECLARE THAT THE AREAS DESIGNATED AS "PAE" (PRIVATE ACCESS EASEMENT) ARE RESERVED FOR THE PURPOSE OF INGRESS AND EGRESS TO THE LOTS WITHIN THE EXTERIOR BOUNDARY LINES OF THE HERIN EMBODIED MAP AND ARE NOT OFFERED FOR DEDICATION TO THE PUBLIC. MAINTENANCE, REPAIR AND/OR REPLACEMENT OF IMPROVEMENTS WITHIN SAID EASEMENTS IS THE RESPONSIBILITY OF THE HOMEOWNER'S ASSOCIATION AS DETERMINED BY THE APPROPRIATE COVENANTS, CONDITIONS AND RESTRICTIONS GOVERNING TRACT 8419.

WE ALSO HEREBY DECLARE THAT THE AREAS DESIGNATED PARCEL A AND PARCEL B, ALSO SHOWN ON THE MAP AS TIGER SALAMANDER ROAD, TULE ELK WAY, FOG SHREW ROAD, WITTEN GRAB WAY, GUTAREISH WAY, AND WAKING DRIVE ARE RESERVED AS PRIVATE STREETS FOR THE PRIVATE USE OF THE HOMEOWNERS OF TRACT 8419 FOR THE PURPOSE OF ACCESS AND INGRESS AND EGRESS TO THE LOTS OF TRACT 8419, ALL IN ACCORDANCE WITH THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF TRACT 8419. SAID PARCELS ARE TO BE CONVEYED TO THE HOMEOWNERS ASSOCIATION OF TRACT 8419 BY SEPARATE INSTRUMENT SUBSEQUENT TO THE FILING OF THIS MAP AND ARE NOT HEREBY OFFERED FOR DEDICATION TO THE PUBLIC. MAINTENANCE OF SAID PARCELS IS THE RESPONSIBILITY OF THE HOMEOWNERS ASSOCIATION OF TRACT 8419.

THIS MAP SHOWS OR NOTES ALL THE EASEMENTS EXISTING OR OF RECORD, WITHIN THE BOUNDARY LINES OF THE HERIN EMBODIED MAP AS SHOWN ON THE PRELIMINARY TITLE REPORT ORDER NUMBER 598419MAP DATED MARCH 19, 2018, PREPARED BY FIRST AMERICAN TITLE INSURANCE COMPANY.

AS OWNER: KB SANCTUARY LLC, A DELAWARE LIMITED LIABILITY COMPANY

BY: \_\_\_\_\_  
NAME: \_\_\_\_\_  
TITLE: \_\_\_\_\_  
DATE: \_\_\_\_\_

**TRACT 8419**

CITY OF NEWARK, ALAMEDA COUNTY, CALIFORNIA  
CONSISTING OF 8 SHEETS  
BEING A SUBDIVISION OF LOT 3 AND LOT 5, TRACT 8270,  
FILED DECEMBER 6, 2017, IN BOOK 351 OF MAPS AT PAGES 71-79,  
ALAMEDA COUNTY RECORDS.

**Carlson, Barbee & Gibson, Inc.**

CIVIL ENGINEERS • SURVEYORS • PLANNERS  
SAN RAMON • WEST SACRAMENTO

JULY 2018

**OWNER'S 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 SS.  
COUNTY OF \_\_\_\_\_

ON \_\_\_\_\_, BEFORE ME, \_\_\_\_\_, A  
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:

SIGNATURE: \_\_\_\_\_

NAME (PRINT): \_\_\_\_\_

PRINCIPAL COUNTY OF BUSINESS: \_\_\_\_\_

MY COMMISSION NUMBER: \_\_\_\_\_

MY COMMISSION EXPIRES: \_\_\_\_\_

**BENEFICIARY'S STATEMENT**

THE UNDERSIGNED CORPORATION, AS BENEFICIARY UNDER THE DEED OF TRUST RECORDED ON DECEMBER 15, 2017, INSTRUMENT NO. 2017278667 OF OFFICIAL RECORDS, ALAMEDA COUNTY, CALIFORNIA; AND PER THE AGREEMENT FOR RIGHT OF FIRST REFUSAL RECORDED DECEMBER 15, 2017 INSTRUMENT NO. 2017278668 OF OFFICIAL RECORDS, ALAMEDA COUNTY, DOES HEREBY JOIN IN AND CONSENT TO THE FOREGOING OWNERS STATEMENT AND ALL DEDICATIONS SHOWN HEREIN.

BY: \_\_\_\_\_  
NAME (PRINT): \_\_\_\_\_  
TITLE: \_\_\_\_\_  
DATE: \_\_\_\_\_

**BENEFICIARY'S 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 SS.  
COUNTY OF \_\_\_\_\_

ON \_\_\_\_\_, BEFORE ME, \_\_\_\_\_, A  
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:

SIGNATURE: \_\_\_\_\_

NAME (PRINT): \_\_\_\_\_

PRINCIPAL COUNTY OF BUSINESS: \_\_\_\_\_

MY COMMISSION NUMBER: \_\_\_\_\_

MY COMMISSION EXPIRES: \_\_\_\_\_

**COUNTY RECORDER'S STATEMENT**

FILED FOR RECORD THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2018, AT \_\_\_\_\_ M.  
IN BOOK \_\_\_\_\_ OF MAPS, AT PAGES \_\_\_\_\_, UNDER SERIES NO. \_\_\_\_\_ AT THE  
REQUEST OF FIRST AMERICAN TITLE COMPANY, IN THE OFFICE OF THE COUNTY RECORDER OF THE COUNTY OF  
ALAMEDA, STATE OF CALIFORNIA.

FEES: \_\_\_\_\_ PD.

STEVE MANNING  
COUNTY RECORDER IN AND FOR THE COUNTY  
OF ALAMEDA, STATE OF CALIFORNIA

BY: \_\_\_\_\_  
DEPUTY COUNTY RECORDER

# TRACT 8419

CITY OF NEWARK, ALAMEDA COUNTY, CALIFORNIA  
CONSISTING OF 8 SHEETS  
BEING A SUBDIVISION OF LOT 3 AND LOT 5, TRACT 8270,  
FILED DECEMBER 6, 2017, IN BOOK 351 OF MAPS AT PAGES 71-79,  
ALAMEDA COUNTY RECORDS.

**Carlson, Barbee & Gibson, Inc.**  
CIVIL ENGINEERS • SURVEYORS • PLANNERS  
SAN RAMON • WEST SACRAMENTO

JULY 2018

## SURVEYOR'S STATEMENT

THIS MAP WAS PREPARED BY ME OR UNDER MY DIRECTION AND IS BASED UPON A FIELD SURVEY IN CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCE AT THE REQUEST OF KB SANCTUARY, LLC, IN FEBRUARY 2018. I HEREBY STATE THAT ALL THE MONUMENTS ARE OF THE CHARACTER AND OCCUPY THE POSITIONS INDICATED OR THAT THEY WILL BE SET IN THOSE POSITIONS BEFORE DECEMBER 31, 2020, AND THAT THE MONUMENTS ARE, OR WILL BE, SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED, AND THAT THIS TRACT MAP SUBSTANTIALLY CONFORMS TO THE CONDITIONALLY APPROVED TENTATIVE MAP (IF ANY). THE GROSS AREA WITHIN THE TRACT IS 11.49 ACRES, MORE OR LESS.

MARK H. WEHBER, P.L.S.  
L.S. NO. 7960

DATE



## SOILS REPORT

A SOILS REPORT ON WAS PREPARED BY ENGeo INCORPORATED, DATED AUGUST 10, 2015, PROJECT NO. 12185.000.001, SIGNED BY JANET KAM, CEG, GE, NO. 2880 AND HAS BEEN FILED AT THE OFFICE OF THE CITY ENGINEER.

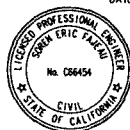
## CITY ENGINEER'S STATEMENT

I, SOREN FAJEAU, CITY ENGINEER FOR THE CITY OF NEWARK, ALAMEDA COUNTY, CALIFORNIA, DO HEREBY STATE THAT I HAVE EXAMINED THE HEREIN EMBODIED FINAL MAP ENTITLED "TRACT 8419, CITY OF NEWARK, ALAMEDA COUNTY, CALIFORNIA", CONSISTING OF EIGHT (8) SHEETS, THIS STATEMENT BEING UPON SHEET TWO (2) THEREOF, THAT THE SUBDIVISION AS SHOWN UPON SAID MAP IS SUBSTANTIALLY THE SAME AS SAID SUBDIVISION APPEARED ON THE TENTATIVE MAP, IF REQUIRED, AND ANY APPROVED ALTERATION THEREOF; AND THAT ALL PROVISIONS OF THE SUBDIVISION MAP ACT OF THE STATE OF CALIFORNIA, AND ANY LOCAL ORDINANCES APPLICABLE AT THE TIME OF APPROVAL OF THE TENTATIVE MAP, IF REQUIRED, HAVE BEEN COMPLIED WITH.

IN WITNESS, I HAVE HEREUNTO SET MY HAND THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2018.

SOREN FAJEAU, PE 66454  
REGISTRATION EXPIRES: JUNE 30, 2018  
CITY ENGINEER FOR THE CITY OF NEWARK  
COUNTY OF ALAMEDA, CALIFORNIA

DATE



I, MITCHELL L. MOUGHON, SPECIAL ASSISTANT FOR THE CITY OF NEWARK, ALAMEDA COUNTY, CALIFORNIA, DO HEREBY STATE PURSUANT TO SECTION 66450(g)(4) OF THE GOVERNMENT CODE THAT I HAVE EXAMINED THE HEREIN EMBODIED MAP ENTITLED "TRACT 8419, CITY OF NEWARK, ALAMEDA COUNTY, CALIFORNIA", CONSISTING OF EIGHT (8) SHEETS, THIS STATEMENT BEING UPON SHEET TWO (2) THEREOF; AND THAT I AM SATISFIED THAT THIS MAP IS TECHNICALLY CORRECT.

IN WITNESS, I HAVE HEREUNTO SET MY HAND THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2018.

MITCHELL L. MOUGHON, RCE 29509  
REGISTRATION EXPIRES: MARCH 31, 2019  
SPECIAL ASSISTANT FOR THE CITY OF NEWARK  
COUNTY OF ALAMEDA, CALIFORNIA

DATE



## CITY CLERK'S STATEMENT

I, SHEILA HARRINGTON, CITY CLERK AND CLERK OF THE COUNCIL OF THE CITY OF NEWARK, ALAMEDA COUNTY, STATE OF CALIFORNIA, DO HEREBY STATE THAT THE HEREIN EMBODIED MAP ENTITLED "TRACT 8419, CITY OF NEWARK, ALAMEDA COUNTY, CALIFORNIA", CONSISTING OF EIGHT (8) SHEETS, THIS STATEMENT BEING ON SHEET TWO (2) THEREOF, WAS PRESENTED TO SAID COUNCIL OF THE CITY OF NEWARK AS PROVIDED BY LAW AT A REGULAR MEETING HELD ON THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 2018, AND THAT SAID COUNCIL OF THE CITY OF NEWARK DID THEREUPON BY RESOLUTION NO. \_\_\_\_\_ DULY PASSED AND ADOPTED AT SAID MEETING, APPROVE SAID MAP AND DO ACCEPT SUBJECT TO IMPROVEMENT ON BEHALF OF THE PUBLIC ALL PARCELS OF LAND AND EASEMENTS OFFERED FOR DEDICATION, FOR PUBLIC USE, IN CONFORMITY WITH THE TERMS OF THE OFFERS OF DEDICATION AS SHOWN ON SAID MAP.

IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2018.

SHEILA HARRINGTON  
CITY CLERK AND CLERK OF THE COUNCIL OF THE  
CITY OF NEWARK, COUNTY OF ALAMEDA, CALIFORNIA

## CLERK OF THE BOARD OF SUPERVISORS STATEMENT

I, ANKA CAMPBELL-BELTON, CLERK OF THE BOARD OF SUPERVISORS FOR THE COUNTY OF ALAMEDA, STATE OF CALIFORNIA, DO HEREBY STATE, AS CHECKED BELOW, THAT:

- [ ] AN APPROVED BOND HAS BEEN FILED WITH THE BOARD OF SUPERVISORS OF SAID COUNTY AND STATE IN THE AMOUNT OF \$ \_\_\_\_\_ CONDITIONED FOR THE PAYMENT OF ALL TAXES AND SPECIAL ASSESSMENTS COLLECTED AS TAXES WHICH ARE NOW A LIEN AGAINST SAID LAND OR ANY PART THEREOF BUT NOT YET PAYABLE AND WAS DULY APPROVED BY SAID LOCAL BOARD IN SAID AMOUNT.
- [ ] ALL TAXES AND SPECIAL ASSESSMENTS COLLECTED AS TAXES HAVE BEEN PAID AS CERTIFIED BY THE TREASURER-TAX COLLECTED AS TAXES HAVE BEEN PAID AS CERTIFIED BY THE TREASURER-TAX COLLECTOR OF THE COUNTY OF ALAMEDA.

IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2018.

ANKA CAMPBELL-BELTON  
CLERK OF THE BOARD OF SUPERVISORS  
COUNTY OF ALAMEDA, STATE OF CALIFORNIA

By: \_\_\_\_\_  
DEPUTY COUNTY CLERK

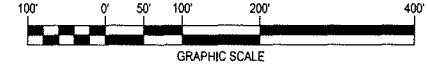


# TRACT 8419

CITY OF NEWARK, ALAMEDA COUNTY, CALIFORNIA  
 CONSISTING OF 8 SHEETS  
 BEING A SUBDIVISION OF LOT 3 AND LOT 5, TRACT 8270,  
 FILED DECEMBER 6, 2017, IN BOOK 351 OF MAPS AT PAGES 71-79,  
 ALAMEDA COUNTY RECORDS.

**Carlson, Barbee & Gibson, Inc.**  
 CIVIL ENGINEERS • SURVEYORS • PLANNERS  
 SAN RAMON • WEST SACRAMENTO

SCALE: 1" = 100' JULY 2018



## BASIS OF BEARINGS:

THE BASIS OF BEARINGS FOR THIS SURVEY IS BETWEEN  
 FOUND MONUMENTS ON CHERRY STREET, THE BEARING TAKEN  
 AS N56°08'18"W PER TRACT 8270 (351 M 71).

## LEGEND

	SUBDIVISION BOUNDARY LINE
	RIGHT OF WAY LINE
	LOT LINE
	EASEMENT LINE
	CENTERLINE
	MONUMENT LINE
	TIE LINE
(T)	TOTAL
(R)	RADIAL
(M-M)	MONUMENT TO MONUMENT
(M-ML)	MONUMENT TO MONUMENT LINE
(M-PL)	MONUMENT TO PROPERTY LINE
(R), (##)	RECORD INFORMATION
●	FOUND STANDARD STREET MONUMENT
⊙	SET STANDARD STREET MONUMENT, LS 7960
EE	INGRESS/EGRESS EASEMENT
LE	LANDSCAPE EASEMENT
PAE	PRIVATE ACCESS EASEMENT
PSOE	PRIVATE STORM DRAIN EASEMENT
PUE	PUBLIC UTILITY EASEMENT
SSE	SANITARY SEWER EASEMENT
SWE	SIDEWALK EASEMENT
WLE	WATER LINE EASEMENT

## REFERENCES:

- (#) INDICATES REFERENCE NUMBER
- (1) TRACT 8270 (351 M 71)
- (2) PARCEL MAP 7255 (236 PM 79)
- (3) TRACT 5165 (140 M 30)
- (4) TRACT 4730 (127 M 1)

## NOTE:

PUBLIC EASEMENTS TO BE  
 DEDICATED AND PRIVATE  
 STREETS ARE SHOWN ON OTHER  
 SHEETS OF THIS MAP.

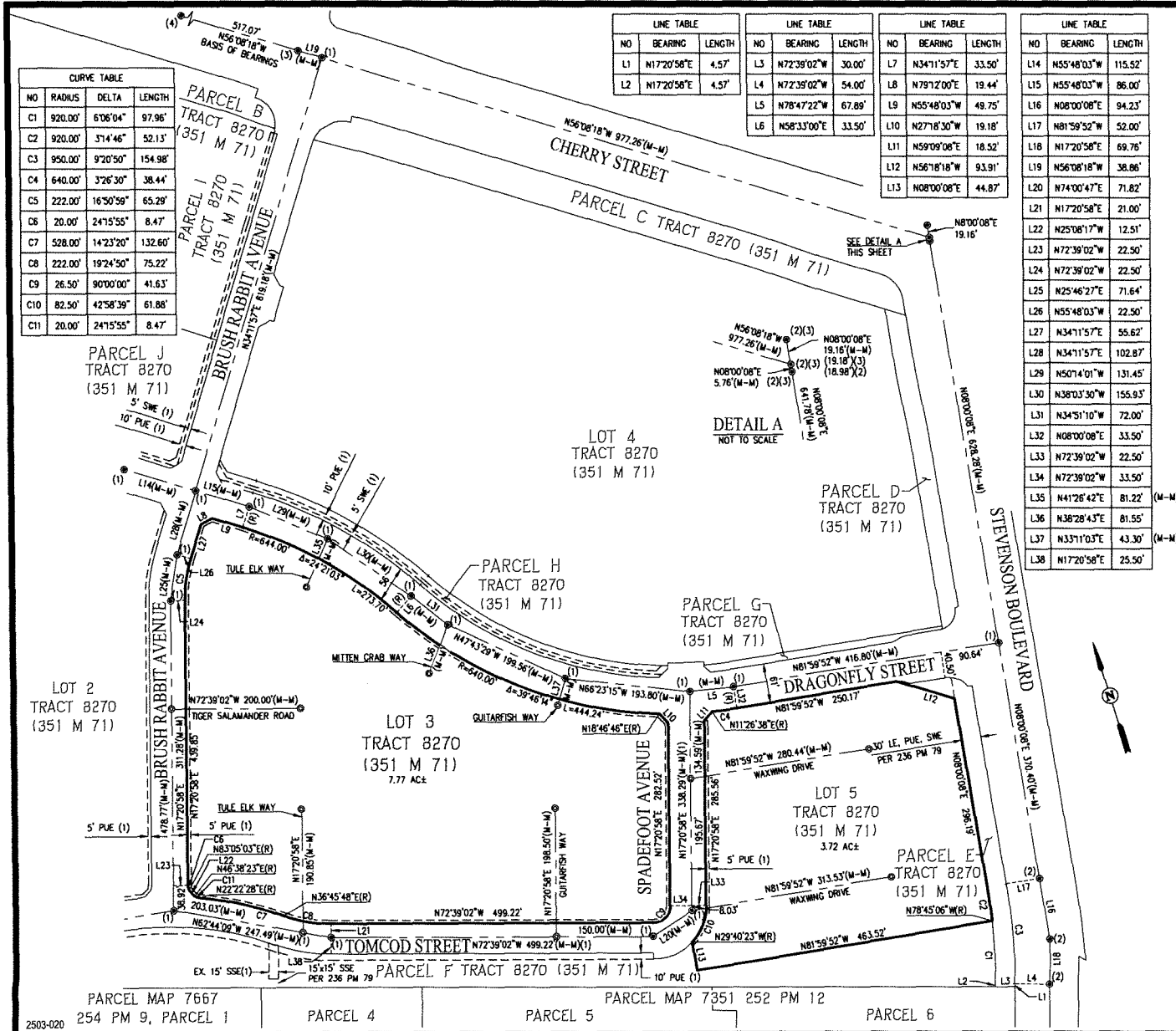
CURVE TABLE			
NO	RADIUS	DELTA	LENGTH
C1	920.00'	6°06'04"	97.96'
C2	920.00'	37°4'46"	52.13'
C3	950.00'	9°20'50"	154.98'
C4	640.00'	3°26'30"	38.44'
C5	222.00'	16°50'59"	65.29'
C6	20.00'	24°15'55"	8.47'
C7	528.00'	14°23'20"	132.60'
C8	222.00'	19°24'50"	75.22'
C9	26.50'	90°00'00"	41.63'
C10	82.50'	42°58'39"	61.88'
C11	20.00'	24°15'55"	8.47'

LINE TABLE		
NO	BEARING	LENGTH
L1	N17°20'58"E	4.57'
L2	N17°20'58"E	4.57'

LINE TABLE		
NO	BEARING	LENGTH
L3	N72°39'02"W	30.00'
L4	N72°39'02"W	54.00'
L5	N78°47'22"W	67.89'
L6	N58°33'00"E	33.50'

LINE TABLE		
NO	BEARING	LENGTH
L7	N34°11'57"E	33.50'
L8	N79°17'00"E	19.44'
L9	N55°48'03"W	49.75'
L10	N27°18'30"W	19.18'
L11	N59°09'08"E	18.52'
L12	N56°18'18"W	93.91'
L13	N08°00'08"E	44.87'

LINE TABLE		
NO	BEARING	LENGTH
L14	N55°48'03"W	115.52'
L15	N55°48'03"W	86.00'
L16	N08°00'08"E	94.23'
L17	N81°59'52"W	52.00'
L18	N17°20'58"E	69.76'
L19	N56°08'18"W	38.86'
L20	N74°00'47"E	71.82'
L21	N17°20'58"E	21.00'
L22	N25°08'17"W	12.51'
L23	N72°39'02"W	22.50'
L24	N72°39'02"W	22.50'
L25	N25°46'27"E	71.64'
L26	N55°48'03"W	22.50'
L27	N34°11'57"E	55.62'
L28	N34°11'57"E	102.87'
L29	N50°74'01"W	131.45'
L30	N38°03'30"W	155.93'
L31	N34°51'10"W	72.00'
L32	N08°00'08"E	33.50'
L33	N72°39'02"W	22.50'
L34	N72°39'02"W	33.50'
L35	N41°26'42"E	81.22'
L36	N38°28'43"E	81.55'
L37	N33°11'03"E	43.30'
L38	N17°20'58"E	25.50'



# TRACT 8419

CITY OF NEWARK, ALAMEDA COUNTY, CALIFORNIA  
 CONSISTING OF 8 SHEETS  
 BEING A SUBDIVISION OF LOT 3 AND LOT 5, TRACT 8270,  
 FILED DECEMBER 6, 2017, IN BOOK 351 OF MAPS AT PAGES 71-79,  
 ALAMEDA COUNTY RECORDS.

**Carlson, Barbee & Gibson, Inc.**  
 CIVIL ENGINEERS • SURVEYORS • PLANNERS  
 SAN RAMON • WEST SACRAMENTO

SCALE: 1" = 80' JULY 2018



## BASIS OF BEARINGS:

THE BASIS OF BEARINGS FOR THIS SURVEY IS BETWEEN  
 FOUND MONUMENTS ON CHERRY STREET, THE BEARING TAKEN  
 AS N56°08'18"W PER TRACT 8270 (351 M 71).

## LEGEND

	SUBDIVISION BOUNDARY LINE
	RIGHT OF WAY LINE
	LOT LINE
	EASEMENT LINE
	CENTERLINE
	MONUMENT LINE
	TIE LINE
(T)	TOTAL
(R)	RADIAL
(M-M)	MONUMENT TO MONUMENT
(M-ML)	MONUMENT TO MONUMENT LINE
(M-PL)	MONUMENT TO PROPERTY LINE
(#), (###-###)	RECORD INFORMATION
⊙	FOUND STANDARD STREET MONUMENT
⊙	SET STANDARD STREET MONUMENT, I.S. 7960
IEE	INGRESS/EGRESS EASEMENT
LE	LANDSCAPE EASEMENT
PAE	PRIVATE ACCESS EASEMENT
PSDE	PRIVATE STORM DRAIN EASEMENT
PUE	PUBLIC UTILITY EASEMENT
SSE	SANITARY SEWER EASEMENT
SWE	SIDEWALK EASEMENT
WLE	WATER LINE EASEMENT
	SHEET LIMITS
(5)	SHEET NUMBER

## REFERENCES:

- (#) INDICATES REFERENCE NUMBER
- (1) TRACT 8270 (351 M 71)
- (2) PARCEL MAP 7255 (236 PM 79)
- (3) TRACT 5165 (140 M 30)
- (4) TRACT 4730 (127 M 1)

PARCEL J  
 TRACT 8270  
 (351 M 71)

PARCEL H  
 TRACT 8270  
 (351 M 71)

LOT 4  
 TRACT 8270  
 (351 M 71)

PARCEL G  
 TRACT 8270  
 (351 M 71)

LOT 2  
 TRACT 8270  
 (351 M 71)

TIGER SALAMANDER  
 ROAD

BRUSH RABBIT AVENUE

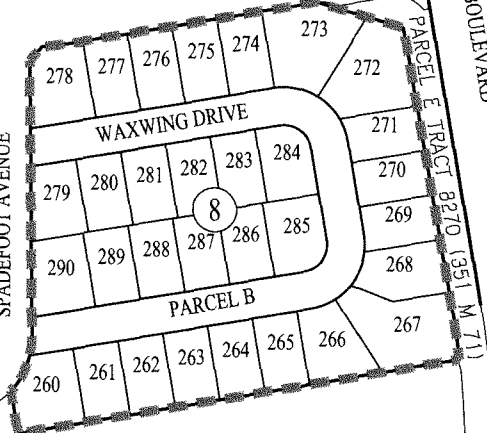
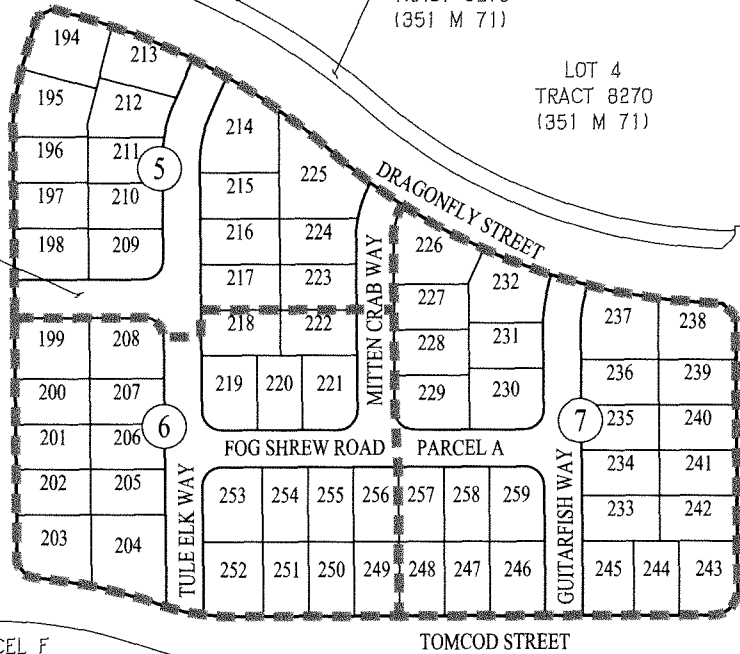
TULE ELK WAY

MITTEN CRAB WAY

GUITARFISH WAY

SPADEFoot AVENUE

STEVENSON BOULEVARD



PARCEL F  
 TRACT 8270  
 (351 M 71)

PARCEL 1  
 PARCEL MAP  
 7667 254 PM 9

PARCEL 4

PARCEL 5  
 PARCEL MAP 7351 252 PM 12

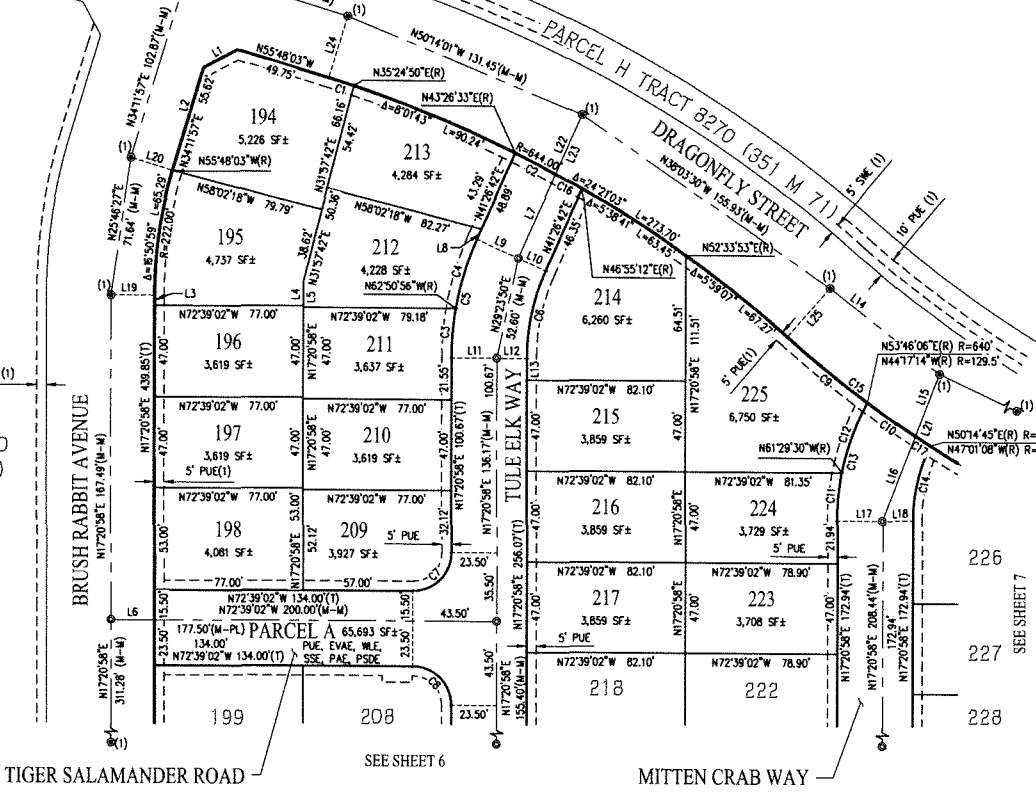
PARCEL 6

PARCEL J  
TRACT 8270  
(351 M 71)

LOT 4  
TRACT 8270  
(351 M 71)



LOT 2  
TRACT 8270  
(351 M 71)



CURVE TABLE			
NO	RADIUS	DELTA	LENGTH
C1	644.00'	172°53'	13.65'
C2	644.00'	205°37'	23.54'
C3	149.50'	9°48'06"	25.57'
C4	149.50'	141°7'38"	37.30'
C5	149.50'	24°05'44"	62.87'
C6	110.50'	24°05'44"	46.47'
C7	20.00'	90°00'00"	31.42'
C8	20.00'	90°00'00"	31.42'
C9	640.00'	4°46'54"	53.41'
C10	640.00'	24°3'48"	30.50'
C11	129.50'	11°09'32"	25.22'
C12	129.50'	171°2'16"	38.89'
C13	129.50'	28°21'48"	64.11'
C14	90.50'	25°3'754"	40.49'
C15	640.00'	39°46'14"	444.24'
C16	644.00'	12°3'02"	15.55'
C17	640.00'	0°47'33"	8.85'

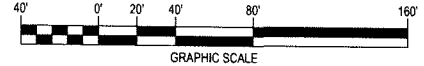
LINE TABLE		
NO	BEARING	LENGTH
L1	N79°12'00"E	19.44'
L2	N34°11'57"E	55.62'
L3	N17°20'58"E	4.99'
L4	N17°20'58"E	11.84'
L5	N17°20'58"E	12.72'
L6	N72°39'02"W	22.50' (M-PL)
L7	N41°26'42"E	47.64' (M-PL)
L8	N41°26'42"E	5.60'
L9	N48°33'18"W	23.50' (M-PL)
L10	N48°33'18"W	15.50' (M-PL)
L11	N72°39'02"W	23.50' (M-PL)
L12	N72°39'02"W	15.50' (M-PL)
L13	N17°20'58"E	11.07' (M-PL)
L14	N34°11'57"E	72.00' (M-M)
L15	N38°28'43"E	34.37' (M-PL)
L16	N38°28'43"E	47.18' (M-PL)
L17	N72°39'02"W	23.50' (M-PL)
L18	N72°39'02"W	15.50' (M-PL)
L19	N72°39'02"W	22.50' (M-PL)
L20	N55°48'03"W	22.50' (M-PL)
L21	N38°28'43"E	81.55' (M-M)
L22	N41°26'42"E	33.58' (M-PL)
L23	N41°26'42"E	81.22' (M-M)
L24	N34°11'57"E	33.50' (M-PL)
L25	N58°33'00"E	33.50' (M-PL)

# TRACT 8419

CITY OF NEWARK, ALAMEDA COUNTY, CALIFORNIA  
CONSISTING OF 8 SHEETS  
BEING A SUBDIVISION OF LOT 3 AND LOT 5, TRACT 8270,  
FILED DECEMBER 6, 2017, IN BOOK 351 OF MAPS AT PAGES 71-79,  
ALAMEDA COUNTY RECORDS.

**Carlson, Barbee & Gibson, Inc.**  
CIVIL ENGINEERS • SURVEYORS • PLANNERS  
SAN RAMON • WEST SACRAMENTO

SCALE: 1" = 40' JULY 2018



## BASIS OF BEARINGS:

THE BASIS OF BEARINGS FOR THIS SURVEY IS BETWEEN  
FOUND MONUMENTS ON CHERRY STREET, THE BEARING TAKEN  
AS N56°08'18"W PER TRACT 8270 (351 M 71).

## LEGEND

- SUBDIVISION BOUNDARY LINE
- RIGHT OF WAY LINE
- LOT LINE
- EASEMENT LINE
- CENTERLINE
- MONUMENT LINE
- THE LINE
- (T) TOTAL
- (R) RADIAL
- (M-M) MONUMENT TO MONUMENT
- (M-PL) MONUMENT TO MONUMENT LINE
- (M-PL) MONUMENT TO PROPERTY LINE
- (P), (PAA), (PAB) RECORD INFORMATION
- ⊙ FOUND STANDARD STREET MONUMENT
- ⊙ SET STANDARD STREET MONUMENT, LS 7960
- IEE INGRESS/EGRESS EASEMENT
- LE LANDSCAPE EASEMENT
- PAE PRIVATE ACCESS EASEMENT
- PSDE PRIVATE STORM DRAIN EASEMENT
- PUE PUBLIC UTILITY EASEMENT
- SSE SANITARY SEWER EASEMENT
- SWE SIDEWALK EASEMENT
- WLE WATER LINE EASEMENT

## REFERENCES:

- (#) INDICATES REFERENCE NUMBER
- (1) TRACT 8270 (351 M 71)
- (2) PARCEL MAP 7255 (236 PM 78)
- (3) TRACT 5165 (140 M 30)
- (4) TRACT 4730 (127 M 1)

# TRACT 8419

CITY OF NEWARK, ALAMEDA COUNTY, CALIFORNIA  
 CONSISTING OF 8 SHEETS  
 BEING A SUBDIVISION OF LOT 3 AND LOT 5, TRACT 8270,  
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**Carlson, Barbee & Gibson, Inc.**  
 CIVIL ENGINEERS • SURVEYORS • PLANNERS  
 SAN RAMON • WEST SACRAMENTO

SCALE: 1" = 40' JULY 2018



GRAPHIC SCALE

## BASIS OF BEARINGS:

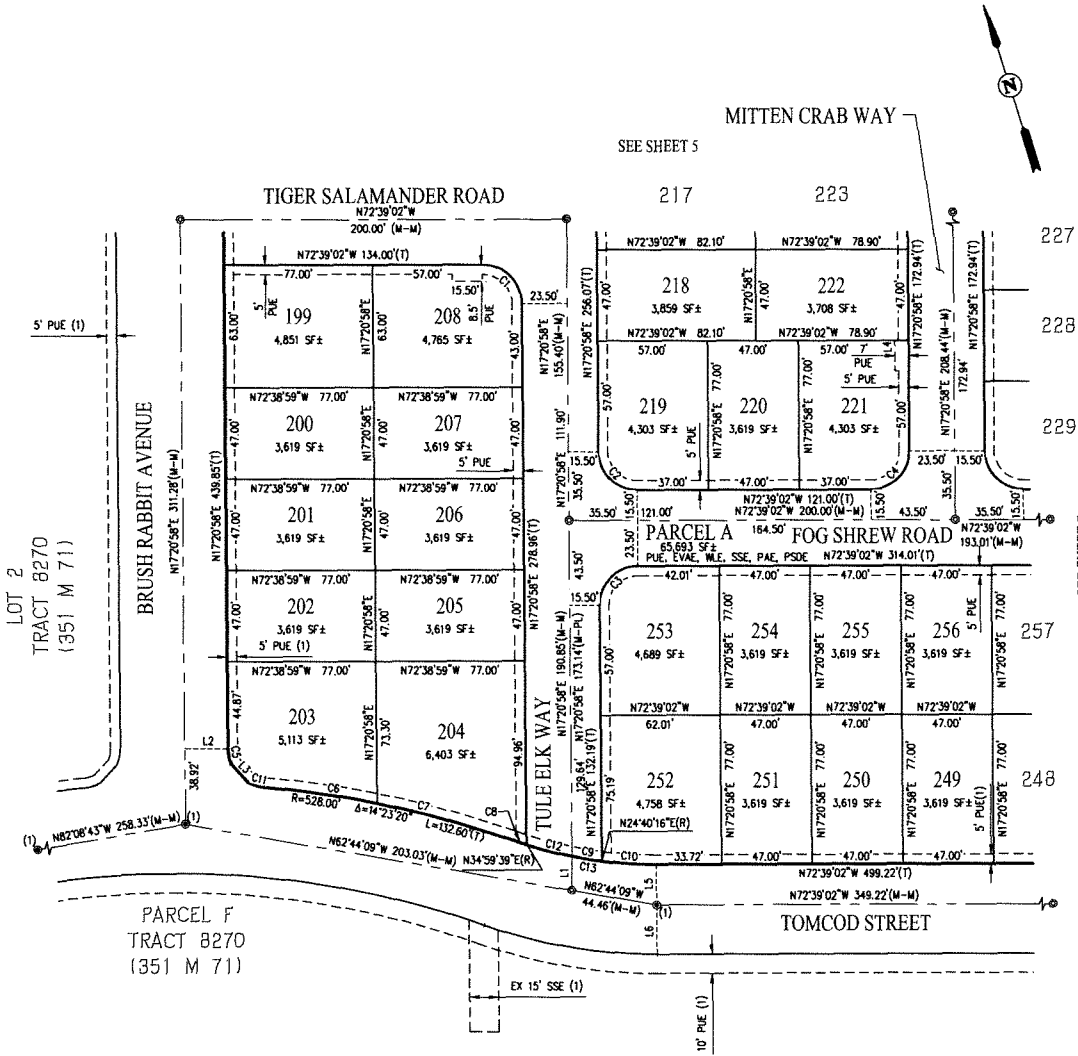
THE BASIS OF BEARINGS FOR THIS SURVEY IS BETWEEN  
 FOUND MONUMENTS ON CHERRY STREET, THE BEARING TAKEN  
 AS N56°08'18"W PER TRACT 8270 (351 M 71).

## LEGEND

	SUBDIVISION BOUNDARY LINE
	RIGHT OF WAY LINE
	LOT LINE
	EASEMENT LINE
	CENTERLINE
	MONUMENT LINE
	TIE LINE
(T)	TOTAL
(R)	RADIAL
(M-M)	MONUMENT TO MONUMENT
(M-ML)	MONUMENT TO MONUMENT LINE
(M-PL)	MONUMENT TO PROPERTY LINE
(#)	RECORD INFORMATION
⊙	FOUND STANDARD STREET MONUMENT, LS 7960
⊙	SET STANDARD STREET MONUMENT, LS 7960
IEE	INGRESS/EGRESS EASEMENT
LE	LANDSCAPE EASEMENT
PAE	PRIVATE ACCESS EASEMENT
PSDE	PRIVATE STORM DRAIN EASEMENT
PUE	PUBLIC UTILITY EASEMENT
SSE	SANITARY SEWER EASEMENT
SWE	SIDEWALK EASEMENT
WLE	WATER LINE EASEMENT

CURVE TABLE		
NO	RADIUS	LENGTH
C1	20.00'	90°00'00" 31.42'
C2	20.00'	90°00'00" 31.42'
C3	20.00'	90°00'00" 31.42'
C4	20.00'	90°00'00" 31.42'
C5	20.00'	24°15'55" 8.47'
C6	528.00'	6°26'44" 59.40'
C7	528.00'	7°56'36" 73.20'
C8	222.00'	1°46'09" 6.85'
C9	222.00'	4°03'18" 15.71'
C10	222.00'	7°19'18" 28.37'
C11	20.00'	24°15'55" 8.47'
C12	222.00'	6°16'05" 24.29'
C13	222.00'	19°24'50" 75.22'

LINE TABLE		
NO	BEARING	LENGTH
L1	N17°20'58"E	17.71'
L2	N72°39'02"W	22.50'
L3	N25°08'17"W	12.51'
L4	N17°20'58"E	15.50'
L5	N17°20'58"E	21.00'
L6	N17°20'58"E	25.50'



## REFERENCES:

- (#) INDICATES REFERENCE NUMBER
- (1) TRACT 8270 (351 M 71)
- (2) PARCEL MAP 7255 (236 PM 79)
- (3) TRACT 5185 (140 M 30)
- (4) TRACT 4730 (127 M 1)

# TRACT 8419

CITY OF NEWARK, ALAMEDA COUNTY, CALIFORNIA  
 CONSISTING OF 8 SHEETS  
 BEING A SUBDIVISION OF LOT 3 AND LOT 5, TRACT 8270,  
 FILED DECEMBER 6, 2017, IN BOOK 351 OF MAPS AT PAGES 71-79,  
 ALAMEDA COUNTY RECORDS.

**Carlson, Barbee & Gibson, Inc.**

CIVIL ENGINEERS • SURVEYORS • PLANNERS  
 SAN RAMON • WEST SACRAMENTO

SCALE: 1" = 40'

JULY 2018



## BASIS OF BEARINGS:

THE BASIS OF BEARINGS FOR THIS SURVEY IS THE BEARING TAKEN  
 FOUND MONUMENTS ON CHERRY STREET, THE BEARING TAKEN  
 AS N56°08'18"W PER TRACT 8270 (351 M 71).

## LEGEND

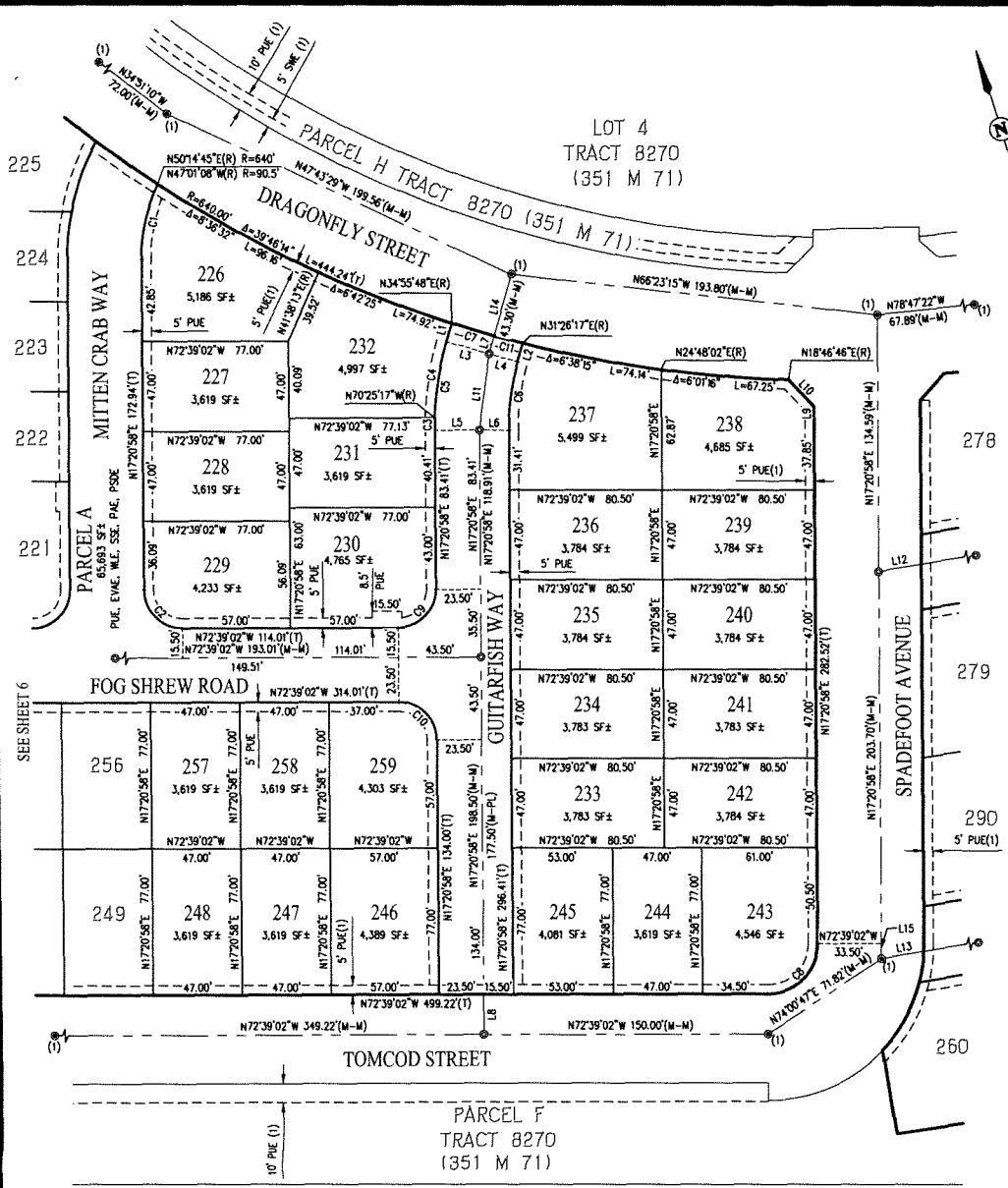
- SUBDIVISION BOUNDARY LINE
- RIGHT OF WAY LINE
- LOT LINE
- EASEMENT LINE
- CENTERLINE
- MONUMENT LINE
- TIE LINE
- (T) TOTAL
- (R) RADIAL
- (M-M) MONUMENT TO MONUMENT
- (M-M-L) MONUMENT TO MONUMENT LINE
- (M-PL) MONUMENT TO PROPERTY LINE
- (P) (###-###) RECORD INFORMATION
- ⊙ FOUND STANDARD STREET MONUMENT
- ⊙ SET STANDARD STREET MONUMENT, LS 7960
- IEE INGRESS/EGRESS EASEMENT
- LE LANDSCAPE EASEMENT
- PAE PRIVATE ACCESS EASEMENT
- PSDE PRIVATE STORM DRAIN EASEMENT
- PUE PUBLIC UTILITY EASEMENT
- SSE SANITARY SEWER EASEMENT
- SWE SIDEWALK EASEMENT
- WLE WATER LINE EASEMENT

## REFERENCES:

- (#) INDICATES REFERENCE NUMBER
- (1) TRACT 8270 (351 M 71)
- (2) PARCEL MAP 7255 (236 PM 79)
- (3) TRACT 5165 (140 M 30)
- (4) TRACT 4730 (127 M 1)

CURVE TABLE			
NO	RADIUS	DELTA	LENGTH
C1	90.50'	25°37'54"	40.49'
C2	20.00'	90°00'00"	31.42'
C3	169.50'	27°3'45"	6.59'
C4	169.50'	13°38'20"	40.25'
C5	169.50'	15°50'05"	46.84'
C6	130.50'	15°50'05"	36.07'
C7	640.00'	27°06'15"	23.51'
C8	26.50'	90°00'00"	41.63'
C9	20.00'	90°00'00"	31.42'
C10	20.00'	90°00'00"	31.42'
C11	640.00'	1°23'16"	15.50'

LINE TABLE			
NO	BEARING	LENGTH	
L1	N33°11'03"E	10.08'	
L2	N33°11'03"E	10.08'	
L3	N56°48'57"W	23.50'	(M-PL)
L4	N56°48'57"W	15.50'	(M-PL)
L5	N72°39'02"W	23.50'	(M-PL)
L6	N72°39'02"W	15.50'	(M-PL)
L7	N33°11'03"E	9.80'	(M-PL)
L8	N17°20'58"E	21.00'	(M-PL)
L9	N17°20'58"E	6.18'	
L10	N27°18'30"W	19.18'	
L11	N25°16'00"E	40.22'	(M-M)
L12	N81°59'52"W	280.44'	(M-M)
L13	N81°59'52"W	313.52'	(M-M)
L14	N33°11'03"E	33.50'	(M-PL)
L15	N17°20'58"E	8.03'	

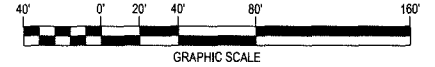


# TRACT 8419

CITY OF NEWARK, ALAMEDA COUNTY, CALIFORNIA  
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**Carlson, Barbee & Gibson, Inc.**  
 CIVIL ENGINEERS • SURVEYORS • PLANNERS  
 SAN RAMON • WEST SACRAMENTO

SCALE: 1" = 40' JULY 2018



## BASIS OF BEARINGS:

THE BASIS OF BEARINGS FOR THIS SURVEY IS BETWEEN  
 FOUND MONUMENTS ON CHERRY STREET, THE BEARING TAKEN  
 AS N56°08'18"W PER TRACT 8270 (351 M 71).

## LEGEND

- SUBDIVISION BOUNDARY LINE
- RIGHT OF WAY LINE
- LOT LINE
- - - EASEMENT LINE
- - - CENTERLINE
- - - MONUMENT LINE
- - - THE LINE
- (T) TOTAL
- (R) RADIAL
- (M-M) MONUMENT TO MONUMENT
- (M-ML) MONUMENT TO MONUMENT LINE
- (M-PL) MONUMENT TO PROPERTY LINE
- (P, (###-##)) RECORD INFORMATION
- ⊙ FOUND STANDARD STREET MONUMENT
- ⊙ SET STANDARD STREET MONUMENT, LS 7960
- IEE INGRESS/EGRESS EASEMENT
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- SSE SANITARY SEWER EASEMENT
- SWE SIDEWALK EASEMENT
- WLE WATER LINE EASEMENT

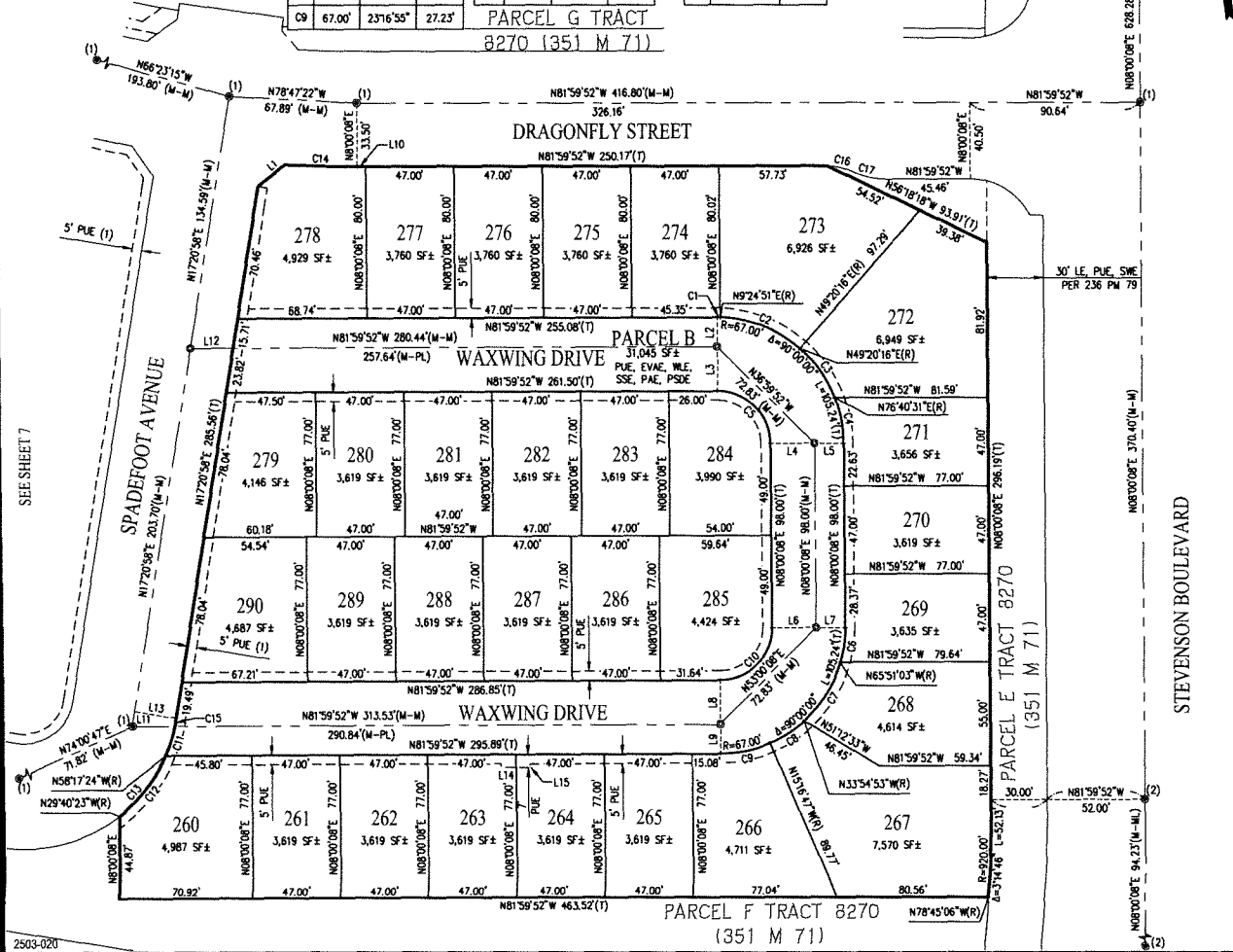
## REFERENCES:

- (#) INDICATES REFERENCE NUMBER
- (1) TRACT 8270 (351 M 71)
- (2) PARCEL MAP 7255 (236 PW 79)
- (3) TRACT 5165 (140 M 30)
- (4) TRACT 4730 (127 M 1)

TRACT 8419  
 SHEET 8 OF 8

CURVE TABLE				CURVE TABLE				LINE TABLE			LINE TABLE		
NO	RADIUS	DELTA	LENGTH	NO	RADIUS	DELTA	LENGTH	NO	BEARING	LENGTH	NO	BEARING	LENGTH
C1	67.00'	1°24'43"	1.65'	C10	28.00'	90°00'00"	43.98'	L1	N59°09'08"E	18.52'	L9	N08°00'08"E	15.50'
C2	67.00'	39°55'25"	46.69'	C11	82.50'	11°20'22"	16.33'	L2	N08°00'08"E	15.50'	L10	N81°59'52"W	4.45'
C3	67.00'	27°20'15"	31.97'	C12	82.50'	28°37'01"	41.20'	L3	N08°00'08"E	23.50'	L11	N81°59'52"W	22.69'
C4	67.00'	21°19'37"	24.94'	C13	82.50'	42°58'39"	61.88'	L4	N81°59'52"W	23.50'	L12	N81°59'52"W	22.80'
C5	28.00'	90°00'00"	43.98'	C14	640.00'	3°26'30"	38.44'	L5	N81°59'52"W	15.50'	L13	N72°39'02"W	22.50'
C6	67.00'	16°06'49"	18.88'	C15	82.50'	3°01'16"	4.35'	L6	N81°59'52"W	23.50'	L14	N81°59'52"W	7.75'
C7	67.00'	31°56'10"	37.35'	C16	30.00'	25°50'31"	13.53'	L7	N81°59'52"W	15.50'	L15	N81°59'52"W	7.75'
C8	67.00'	18°38'06"	21.79'	C17	40.00'	25°50'31"	18.04'	L8	N08°00'08"E	23.50'			
C9	67.00'	23°16'55"	27.25'										

PARCEL G TRACT  
 8270 (351 M 71)



PARCEL F TRACT 8270  
 (351 M 71)

SEE SHEET 7

2503-020

**CITY OF NEWARK**  
**SUBDIVISION IMPROVEMENT AGREEMENT**  
**TRACT 8419**  
**SANCTUARY**

This Subdivision Improvement Agreement (hereinafter "Agreement") is made and entered into by and between the CITY OF NEWARK, a municipal corporation (hereinafter "City"), and KB SANCTUARY, LLC, a Delaware limited liability company (hereinafter "Developer"). City and Developer may be collectively referred to herein as the "parties."

**RECITALS**

- A.** In accordance with the Subdivision Map Act (California Government Code Sections 66410, *et seq.*), and the Subdivision Ordinance (Newark Municipal Code, Title 16, Chapters 16.04, 16.08, 16.12, 16.16, 16.20, and 16.32), and the Street Ordinance (Newark Municipal Code, Title 12, Chapters 12.04 and 12.08), the Developer has submitted to the City a Final Map (hereinafter "Final Map") for the Project known as Tract 8419 Sanctuary in Newark, California (hereinafter "Project").
- B.** The Project is geographically located within the boundaries of the Tentative Tract Map known as "Vesting Tentative Map Tract 8270, Sanctuary". The Tentative Map is on file with the City Engineer, and is incorporated herein by reference.
- C.** The City's approval of the Tentative Map was subject to specified conditions of approval (hereinafter "Conditions"). The Conditions are on file with the City Engineer, and are incorporated herein by reference.
- D.** Improvement Plans and Specifications have been prepared on behalf of the Developer, and approved by the City Engineer, which describe the improvements which are required to be constructed. The term "Plans and Specifications" shall include:
  - *Improvement Plans for Sanctuary Village 3 Tract 8419*, dated \_\_\_\_\_ 2018, prepared by Carlson, Barbee & Gibson, Inc., \_\_\_ pages, approved by the City Engineer on \_\_\_\_\_, 2018

The Plans and Specifications are on file with the City Engineer, and are incorporated herein by reference.

**CITY OF NEWARK – SUBDIVISION IMPROVEMENT AGREEMENT  
TRACT 8419 Sanctuary**

- E. Pursuant to that certain Purchase and Sale Agreement dated November 1, 2017 between Developer and LS-Newark, LLC (“Landsea”), Landsea is obligated to construct the improvements described in the Plans and Specifications.

**NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL COVENANTS AND CONDITIONS IDENTIFIED HEREIN, THE PARTIES HEREBY AGREE AS FOLLOWS:**

1. **SCOPE OF WORK.** The Developer shall perform, or cause to be performed, the Work described in the Plans and Specifications and the Conditions (hereinafter “Work”), to the satisfaction of the City Engineer. The Work shall be performed, and all materials and labor shall be provided, at the Developer’s sole cost and expense. No change shall be made to the Scope of Work unless authorized in writing by the City Engineer.
2. **PERMITS, LICENSES, AND COMPLIANCE WITH LAW.** The Developer shall, at the Developer’s expense, obtain and maintain all necessary permits and licenses for the performance of the Work. The Developer shall comply with all local, state, and federal laws, whether or not said laws are expressly stated in this Agreement.
3. **DEVELOPER’S AUTHORIZED REPRESENTATIVE.** At all times during the progress of the Work, Developer shall have a competent foreperson or superintendent (hereinafter “Authorized Representative”) on site with authority to act on behalf of the Developer. The Developer shall, at all times, keep the City Engineer informed in writing of the name and telephone number of the Authorized Representative. The Developer shall, at all times, keep the City Engineer informed in writing of the names and telephone numbers of all contractors and subcontractors performing the Work.
4. **IMPROVEMENT SECURITY.** The Developer shall, or cause its contractor, LS-Newark, LLC, a Delaware Limited Liability Company (hereinafter “LS-Newark”), to furnish faithful performance and labor and material security concurrently with the execution of this Agreement by the Developer, and prior to the commencement of any Work. The Developer shall, or cause LS-Newark, to furnish warranty security prior to the City’s acceptance of the Work. The form of the security shall be as authorized by the Subdivision Map Act (including Government Code Sections 66499, *et seq.*) and the Newark Municipal Code, and as set forth below:



CITY OF NEWARK – SUBDIVISION IMPROVEMENT AGREEMENT  
TRACT 8419 Sanctuary

- 4(a). **Faithful Performance.** Performance Bonds in the amount of \$2,080,000.00 to secure faithful performance of this Agreement (until the date on which the City Council accepts the Work as complete) pursuant to Government Code Sections 66499.1, 66499.4, and 66499.9.
- 4(b). **Labor and Material.** Materials Bonds in the amount of \$1,040,000.00 to secure payment by the Developer to laborers and materialmen pursuant to Government Code Sections 66499.2, 66499.3, and 66499.4.
- 4(c). **Warranty.** Performance Bonds in the amount of \$208,000.00 to secure faithful performance of this Agreement (from the date on which the City accepts the Work as complete until one year thereafter) pursuant to Government Code Sections 66499.1, 66499.4, and 66499.9.
5. **BUSINESS LICENSE.** The Developer shall apply for and pay the business license fees, in accordance with Newark Municipal Code Title 5, Chapter 5.04.
6. **INSURANCE.** The Developer shall, or cause LS-Newark, to maintain throughout the duration of this Agreement, insurance to cover Developer (including its agents, representatives, contractors, subcontractors, and employees) in connection with the performance of services under this Agreement. This Agreement identifies the minimum insurance levels with which Developer shall comply; however, the minimum insurance levels shall not relieve Developer of any other performance responsibilities under this Agreement (including the indemnity requirements), and Developer may carry, at its own expense, any additional insurance it deems necessary or prudent. Concurrently with the execution of this Agreement by the Developer, and prior to the commencement of any services, the Developer shall furnish written proof of insurance (certificates and endorsements), in a form acceptable to the City. Developer shall provide substitute written proof of insurance no later than 30 days prior to the expiration date of any insurance policy required by this Agreement.
- 6(a). **Minimum Insurance Levels.** Developer shall, or cause LS-Newark to, maintain insurance at the following minimum levels:
- 6(a)(1). Commercial General Liability** (with coverage at least as broad as ISO form CG 00 01 01 96) coverage in an amount not less than \$5,000,000 general aggregate and \$2,000,000 per occurrence for general liability, bodily injury, personal injury, and property damage.
- 6(a)(2). Automobile Liability** (with coverage at least as broad as ISO form CA 00 01 07 97, for “any auto”) coverage in an amount

CITY OF NEWARK – SUBDIVISION IMPROVEMENT AGREEMENT  
TRACT 8419 Sanctuary

not less than \$1,000,000 per accident for bodily injury and property damage.

**6(a)(3). Workers' Compensation** coverage as required by the State of California.

**6(b). Minimum Limits of Insurance.** It shall be a requirement under this Agreement that any available insurance proceeds broader than or in excess of the specified minimum Insurance coverage requirements and/or limits shall be available to the Additional Insured. Furthermore, the requirements for coverage and limits shall be (1) the minimum coverage and limits specified in this Agreement; or (2) the broader coverage and maximum limits of coverage of any Insurance policy or proceeds available to the named Insured; whichever is greater.

**6(c). Endorsements.** The insurance policies shall be endorsed as follows:

**6(c)(1).** For the commercial general liability insurance, the City (including its elected officials, employees, volunteers, and agents) shall be named as additional insured, and the policy shall be endorsed with a form at least as broad as ISO form CG 20 10 11 85.

**6(c)(2).** Developer's insurance is primary to any other insurance available to the City with respect to any claim arising out of this Agreement. Any insurance maintained by the City shall be excess of the Developer's insurance and shall not contribute with it.

**6(c)(3).** Developer's insurance will not be canceled, limited, or allowed to expire without renewal until after 30 days written notice has been given to the City. During the term of this Agreement, Consultant will not materially alter any of the policies or reduce any of the levels of coverage afforded by its insurance policies.

**6(c)(4).** Maintenance of proper insurance coverage in conformity with this Section 6 is a material element of this Agreement and failure to maintain or renew coverage or to provide evidence of coverage or renewal may be treated by City as a material breach of this Agreement.

**6(d). Qualifications of Insurers.** All insurance companies providing coverage to Developer shall be insurance organizations authorized by the Insurance Commissioner of the State of California to transact the business of insurance in the State of California, and shall have an A.M Best's rating of not less than "A:VII."

**7. REPORTING DAMAGES.** If any damage (including death, personal injury or property damage) occurs in connection with the performance of

CITY OF NEWARK – SUBDIVISION IMPROVEMENT AGREEMENT  
TRACT 8419 Sanctuary

this Agreement, Developer shall immediately notify the City Engineer's office by telephone at 510-578-4589, and Developer shall promptly submit to the City's Risk Manager and the City's Authorized Representative, a written report (in a form acceptable to the City) with the following information: (a) a detailed description of the damage (including the name and address of the injured or deceased person(s), and a description of the damaged property), (b) name and address of witnesses, and (c) name and address of any potential insurance companies.

8. **INDEMNIFICATION.** To the fullest extent permitted by law, Developer shall indemnify, hold harmless, and defend the City (including its elected officials, officers, volunteers, agents and employees) from and against any and all claims (including all litigation, demands, damages, liabilities, costs, and expenses, and including court costs and attorney's fees) resulting or arising from performance, or failure to perform, under this Agreement (with the exception of the sole negligence or willful misconduct of the City).
  
9. **TIME OF PERFORMANCE.** Time is of the essence in the performance of the Work, and the timing requirements set forth herein shall be strictly adhered to unless otherwise modified in writing in accordance with this Agreement. The Developer shall submit all requests for extensions of time to the City, in writing, no later than ten (10) days after the start of the condition which purportedly caused the delay, and not later than the date on which performance is due.
  - 9(a). **Commencement of Work.** No later than fifteen (15) days prior to the commencement of Work, the Developer shall provide written notice to the City Engineer of the date on which the Developer shall commence Work. The Developer shall not commence Work until after the notice required by this section is properly provided, and the Developer shall not commence Work prior to the date specified in the written notice.
  
  - 9(b). **Schedule of Work.** Concurrently with the written notice of commencement of Work, the Developer shall provide the City with a written schedule of Work, which shall be updated in writing as necessary to accurately reflect the Developer's prosecution of the Work.
  
  - 9(c). **Completion of Work.** The Developer shall complete all Work by no later than two (2) years after the City's execution of this Agreement.

CITY OF NEWARK – SUBDIVISION IMPROVEMENT AGREEMENT  
TRACT 8419 Sanctuary

- 10. INSPECTION BY THE CITY.** In order to permit the City to inspect the Work, the Developer shall, at all times, provide to the City proper and safe access to the Project site, and all portions of the Work, and to all shops wherein portions of the Work are in preparation.
- 11. DEFAULT.** If either party (“demanding party”) has a good faith belief that the other party (“defaulting party”) is not complying with the terms of this Agreement, the demanding party shall give written notice of the default (with reasonable specificity) to the defaulting party, and demand the default to be cured within ten days of the notice. If: (a) the defaulting party fails to cure the default within ten days of the notice, or, (b) if more than ten days are reasonably required to cure the default and the defaulting party fails to give adequate written assurance of due performance within ten days of the notice, then (c) the demanding party may terminate this Agreement upon written notice to the defaulting party.
- 11(a).** The Developer shall be in default of this Agreement if the City Engineer determines that any one of the following conditions exist:
- 11(a)(1).** The Developer is insolvent, bankrupt, or makes a general assignment for the benefit of its creditors.
  - 11(a)(2).** The Developer abandons the Project site.
  - 11(a)(3).** The Developer fails to perform one or more requirements of this Agreement.
  - 11(a)(4).** The Developer fails to replace or repair any damage caused by Developer or its agents, representatives, contractors, subcontractors, or employees in connection with performance of the Work.
  - 11(a)(5).** The Developer violates any legal requirement related to the Work.
- 11(b).** In the event that the Developer fails to cure the default, the City may, in the discretion of the City Engineer, take any or all of the following actions:
- 11(b)(1).** Cure the default and charge the Developer for the costs therefor, including administrative costs and interest in an amount equal to seven percent (7 %) per annum from the date of default.
  - 11(b)(2).** Demand the Developer to complete performance of the Work.
  - 11(b)(3).** Demand the Developer’s surety (if any) to complete performance of the Work.
- 12. ACCEPTANCE OF WORK.** Prior to acceptance of the Work by the City Engineer, the Developer shall be solely responsible for maintaining the quality of the Work, and maintaining safety at the Project site. The

CITY OF NEWARK – SUBDIVISION IMPROVEMENT AGREEMENT  
TRACT 8419 Sanctuary

Developer's obligation to perform the Work shall not be satisfied until after the City Engineer has made a written determination that all obligations of the Agreement have been satisfied and all outstanding fees and charges have been paid, and the City Engineer has accepted the Work as complete.

13. **WARRANTY PERIOD.** The Developer shall warrant the quality of the Work, in accordance with the terms of the Plans and Specifications, for a period of one year after acceptance of the Work by the City. In the event that (during the one year warranty period) any portion of the Work is determined by the City Engineer to be defective as a result of an obligation of the Developer under this Agreement, the Developer shall be in default.
14. **RELATIONSHIP BETWEEN THE PARTIES.** Developer is, and at all times shall remain, an independent contractor solely responsible for all acts of its employees, agents, contractors, or subcontractors, including any negligent acts or omissions. Developer is not City's agent, and shall have no authority to act on behalf of the City, or to bind the City to any obligation whatsoever, unless the City provides prior written authorization to Developer.
15. **CONFLICTS OF INTEREST PROHIBITED.** Developer (including its employees, agents, contractors, and subcontractors) shall not maintain or acquire any direct or indirect interest that conflicts with the performance of this Agreement. If Developer maintains or acquires a conflicting interest, any contract with the City (including this Agreement) involving Developer's conflicting interest may be terminated by the City.
16. **NONDISCRIMINATION.** Developer shall comply with all applicable federal, state, and local laws regarding nondiscriminatory employment practices, whether or not said laws are expressly stated in this Agreement. Developer shall not discriminate against any employee or applicant because of race, color, religious creed, national origin, physical disability, mental disability, medical condition, marital status, sexual orientation, or sex.
17. **NOTICES.** All notices required or contemplated by this Agreement shall be in writing and shall be delivered to the respective party as set forth in this section. Communications shall be deemed to be effective upon the first to occur of: (a) actual receipt by a party's Authorized Representative, or (b) actual receipt at the address designated below, or (c) three working days following deposit in the United States Mail of registered or certified mail sent to the address designated below. The Authorized Representative of either party may modify their respective contact

**CITY OF NEWARK – SUBDIVISION IMPROVEMENT AGREEMENT  
TRACT 8419 Sanctuary**

information identified in this section by providing notice to the other party.

**TO: City of Newark**

Attn: City Engineer  
37101 Newark Boulevard  
Newark, CA 94560

**To: KB Sanctuary, LLC**

5000 Executive Parkway #125  
San Ramon, CA 94583  
Attn: Jeffrey McMullen

18. **HEADINGS.** The heading titles for each paragraph of this Agreement are included only as a guide to the contents and are not to be considered as controlling, enlarging, or restricting the interpretation of the Agreement.
19. **SEVERABILITY.** If any term of this Agreement (including any phrase, provision, covenant, or condition) is held by a court of competent jurisdiction to be invalid or unenforceable, the Agreement shall be construed as not containing that term, and the remainder of this Agreement shall remain in full force and effect; provided, however, this paragraph shall not be applied to the extent that it would result in a frustration of the parties' intent under this Agreement.
20. **GOVERNING LAW, JURISDICTION, AND VENUE.** The interpretation, validity, and enforcement of this Agreement shall be governed by and interpreted in accordance with the laws of the State of California. Any suit, claim, or legal proceeding of any kind related to this Agreement shall be filed and heard in a court of competent jurisdiction in the County of Alameda.
21. **ATTORNEY'S FEES.** In the event any legal action is commenced to enforce this Agreement, the prevailing party is entitled to reasonable attorney's fees, costs, and expenses incurred.
22. **ASSIGNMENT AND DELEGATION.** This Agreement, and any portion thereof, shall not be assigned or transferred, nor shall any of the Developer's duties be delegated, without the written consent of the City. Any attempt to assign or delegate this Agreement without the written consent of the City shall be void and of no force or effect. A consent by the City to one assignment shall not be deemed to be a consent to any subsequent assignment.
23. **MODIFICATIONS.** This Agreement may not be modified orally or in any manner other than by an agreement in writing signed by both parties.

CITY OF NEWARK – SUBDIVISION IMPROVEMENT AGREEMENT  
TRACT 8419 Sanctuary

24. **WAIVERS.** Waiver of a breach or default under this Agreement shall not constitute a continuing waiver or a waiver of a subsequent breach of the same or any other provision of this Agreement.
25. **CONFLICTS.** If any conflicts arise between the terms and conditions of this Agreement and the terms and conditions of the attached exhibits or any documents expressly incorporated, the terms and conditions of this Agreement shall control.
26. **ENTIRE AGREEMENT.** This Agreement, including all documents incorporated herein by reference, comprises the entire integrated understanding between the parties concerning the Work described herein. This Agreement supersedes all prior negotiations, agreements, and understandings regarding this matter, whether written or oral. The documents incorporated by reference into this Agreement are complementary; what is called for in one is binding as if called for in all.
27. **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 the Developer and the City. This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

**CITY OF NEWARK – SUBDIVISION IMPROVEMENT AGREEMENT  
TRACT 8419 Sanctuary**

**IN WITNESS WHEREOF**, the City and Developer do hereby agree to the full performance of the terms set forth herein.

**KB SANCTUARY, LLC**  
a Delaware limited liability company

By:   
Jeffrey P. McMullen  
SVP, Land Acquisition

**CITY OF NEWARK,**  
a municipal corporation

By: \_\_\_\_\_  
Alan L. Nagy, Mayor

ATTEST:

\_\_\_\_\_  
Sheila Harrington, City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
David J. Benoun, City Attorney

2643469.2



RESOLUTION NO.

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF  
NEWARK APPROVING W2018-002, A WAIVER REQUEST  
TO ALLOW UP TO 10% RELIEF FROM DIMENSIONAL  
REQUIREMENTS OF REQUIRED SETBACKS FOR TRACT  
8419 – SANCTUARY VILLAGE 3

WHEREAS, Mr. Charles Hazelbaker has filed with the City of Newark an application for waiver request to allow up to 10% relief from dimensional requirements of required setbacks for Tract 8419; and

PURSUANT to the Newark Zoning Ordinance Section 17.37.30.B, the City Council in its regular meeting reviewed the said application at 7:30 p.m. on July 26, 2018 at the City Administration Building, 37101 Newark Boulevard, Newark, California; and

WHEREAS, pursuant to Chapter 17.37 (Waivers), Section 17.37.040 (Required Findings) of Newark Zoning Ordinance, the City Council hereby makes the following findings:

- A. The waiver is necessary due to the physical characteristics of the property and the proposed use or structure or other circumstances, including, but not limited to, topography, noise exposure, irregular property boundaries, or other unusual circumstance.
- B. There are no alternatives to the requested waiver that could provide an equivalent level of benefit to the applicant with less potential detriment to surrounding owners and occupants or to the general public.
- C. The granting of the requested waiver would not be detrimental to the health or safety of the  
public or the occupants of the property or result in a change in land use or density that would be inconsistent with the requirements of this Ordinance.

NOW, THEREFORE, BE IT RESOLVED that the City Council does hereby approves this application as shown on Exhibit A, Final Map for Tract 8419 subject to compliance with the following conditions:

Planning Division

- a. The project shall conform to all the conditions of Tract Map 8419.
- b. The waiver shall apply to lots 194, 203, 213, 225, 238, 243, 267, 268, 272 and 273.

General

- c. All proposed changes from approved exhibits shall be submitted to the Community Development Director who shall decide if they warrant Planning Commission and City

Council review and, if so decided, said changes shall be submitted for the Commission's and Council's review and decision. The applicant shall pay the prevailing fee for each additional separate submittal of project exhibits requiring Planning Commission and/or City Council review and approval.

- d. If any condition of this Waiver be declared invalid or unenforceable by a court of competent jurisdiction, this waiver shall terminate and be of no force and effect, at the election of the City Council on motion.
- e. The applicant hereby agrees to defend, indemnify, and save harmless the City of Newark, its Council, boards, commissions, officers, employees and agents, from and against any and all claims, suits, actions, liability, loss, damage, expense, cost (including, without limitation, attorneys' fees, costs and fees of litigation) of every nature, kind or description, which may be brought by a third party against, or suffered or sustained by, the City of Newark, its Council, boards, commissions, officers, employees or agents to challenge or void the permit granted herein or any California Environmental Quality Act determinations related thereto.
- f. In the event that any person should bring an action to attack, set aside, void or annul the City's approval of this project, the applicant shall defend, indemnify and hold harmless the City and/or its agents, officers and employees from any claim, action, or proceeding against the City and/or its agents, officers and employees with counsel selected by the applicant (which shall be the same counsel used by applicant) and reasonably approved by the City. Applicant's obligation to defend, indemnify and hold harmless the City and/or its agents, officers and employees shall be subject to the City's compliance with Government Code Section 66474.9.
- f. The Conditions of Project Approval set forth herein may include certain fees, dedication requirements, reservation requirements and other exactions. Pursuant to Government Code Section 66020(d)(1), these Conditions constitute written notice of a statement of the amount of such fees, and a description of the dedications, reservations and other exactions. The applicant is hereby further notified that the 90-day approval period in which the applicant may protest these fees, dedications, reservations and other exactions, pursuant to Government Code Section 66020(a), has begun. If the applicant fails to file a protest within this 90-day period complying with all of the requirements of Section 66020, the applicant will be legally barred from later challenging such exactions.

**F.8 Approval of the Final Map, Subdivision Improvement Agreement, and waiver to allow up to ten percent relief of required setbacks for for Tract 8420 – Sanctuary Village 4 (KB Sanctuary, LLC), a 96-unit residential subdivision in General Plan Area 3 at the intersection of Cherry Street and Stevenson Boulevard – from Assistant City Engineer Imai and Assistant City Manager Grindall. (RESOLUTIONS-2)**

**Background/Discussion** – On December 10, 2015, the City Council approved Vesting Tentative Tract Map 8270 for a 386-unit residential subdivision in General Plan Area 3 at the northwest corner of Cherry Street and Stevenson Boulevard. Subsequently, on November 9, 2017, the City Council approved the Final Map for Tract 8270, which divided the subject property into five large-lot “village” parcels for future residential development. The Final Map for Tract 8420 further divides one of the large-lot “villages” into 96 single-family residential lots. The developers, KB Sanctuary, LLC, and LS-Newark, LLC have submitted the required fees, bonds, and other documents for approval of the Final Map for Tract 8420.

The Final Map for Tract 8420 dedicates public street right-of-way for Spadefoot Avenue. The developer has executed a Subdivision Improvement Agreement and has posted a Performance Bond in the amount of \$2,629,000 and a Materials Bond in the amount of \$1,314,500. The bonds will guarantee construction of the new public street rights-of-way and private streets.

The Final Map for Tract 8420 has been reviewed and found to be in conformance with Vesting Tentative Tract Map 8270 and the Conditions of Approval, and is now ready for City Council approval. Recording of the Final Map and issuance of subsequent permits and approvals for construction activity will be at the discretion of the City Engineer.

Upon acceptance of public street improvements associated with Tract 8420, the City will incur annualized maintenance costs estimated to be \$5,000 for street sweeping and pavement maintenance. The street lights and landscaping on Spadefoot Avenue will be maintained by Landscaping and Lighting District No. 4 and the Sanctuary Homeowner’s Association, respectively.

Staff recommends approval of a Waiver request that allows up to 10% relief from dimensional requirements of required setbacks per Chapter 17.37 of Newark Zoning Ordinance. This relief will apply to odd shape lots and result in larger front yards for lots 295, 301, 315, 356, 359 and 367.

**Attachments**

**Action** – It is recommended that the City Council, by resolutions, approve: 1) the Final Map, and Subdivision Improvement Agreement for Tract 8420 – Sanctuary Village 4, a 96-unit residential subdivision in General Plan Area 3 at the intersection of Cherry Street and Stevenson Boulevard; and 2) W2018-003, a waiver request to allow up to 10% relief from dimensional requirements of required setbacks for Tract 8420 – Sanctuary Village 4.

RESOLUTION NO.

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF  
NEWARK APPROVING THE FINAL MAP AND  
SUBDIVISION IMPROVEMENT AGREEMENT FOR TRACT  
8420 – SANCTUARY VILLAGE 4, A 96-UNIT RESIDENTIAL  
SUBDIVISION IN GENERAL PLAN AREA 3 AT THE  
INTERSECTION OF CHERRY STREET AND STEVENSON  
BOULEVARD

WHEREAS, on December 10, 2010, with Resolution No. 10,429, the City Council of the City of Newark approved Vesting Tentative Tract Map 8270 for a 386-unit residential subdivision on an approximately 77.5 acre project site generally located on the northwest corner of Cherry Street and Stevenson Boulevard; and

WHEREAS, on November 9, 2017, with Resolution No. 10,717, the City Council of the City of Newark approved the Final Map for Tract 8270, which divided the subject property into five large-lot “village” parcels for future residential development; and

WHEREAS, the Final Map for Tract 8420 further divides one of the large-lot “villages” into 96 single-family residential lots;

NOW THEREFORE, BE IT RESOLVED BY THE City Council of the City of Newark that the City Council does hereby approve the Final Map and improvement plans for Tract 8420, City of Newark, County of Alameda, State of California, and that the Mayor is authorized and hereby directed to execute an agreement between the City of Newark and KB Sanctuary, LLC for the improvements of said tract.

BE IT FURTHER RESOLVED that the City Council does hereby accept all parcels of land and easements offered for public use, subject to improvement, in conformity with the terms of offer of dedication as shown on the Final Map for Tract 8420.

BE IT FURTHER RESOLVED that the City Council does hereby approve the Performance Bond in the amount of \$2,629,000 and the Materials Bond in the amount of \$1,314,500 posted by the developer to secure the installation of improvements in accordance with the plans and specifications and the Subdivision Improvement Agreement.

BE IT FURTHER RESOLVED that the recording of the Final Map and final approval for the start of construction activity for Tract 8420, including issuance of all related construction permits, shall be at the discretion of the City Engineer.

**OWNER'S STATEMENT**

WE, THE UNDERSIGNED, KB SANCTUARY LLC, A DELAWARE LIMITED LIABILITY COMPANY DO HEREBY STATE THAT WE ARE THE OWNERS OF ALL THE LAND DELINEATED AND EMBRACED WITHIN THE EXTERIOR BOUNDARY LINES OF THE HEREIN EMBODIED MAP; ENTITLED "TRACT 8420, CITY OF NEWARK, ALAMEDA COUNTY, CALIFORNIA", CONSISTING OF NINE (9) SHEETS, THIS STATEMENT BEING UPON SHEET ONE (1) THEREOF; THAT WE ACCQUIRED TITLE TO SAID LAND BY VIRTUE OF THE GRANT DEED RECORDED DECEMBER 15, 2017 AS DOCUMENT NO. 2017276665, OFFICIAL RECORDS OF ALAMEDA COUNTY, CALIFORNIA; THAT WE ARE THE ONLY PERSONS WHOSE CONSENT IS NECESSARY TO PASS A CLEAR TITLE TO SAID REAL PROPERTY; AND THAT WE HEREBY CONSENT TO THE PREPARATION AND RECORDECTION OF THIS MAP AND SUBDIVISION.

THE REAL PROPERTY DESCRIBED BELOW IS DEDICATED IN FEE FOR PUBLIC PURPOSES:

THE AREA DESIGNATED AS SPADEFOOT AVENUE FOR ROADWAY AND PUBLIC UTILITY PURPOSES.

THE REAL PROPERTY DESCRIBED BELOW IS DEDICATED AS EASEMENTS FOR PUBLIC PURPOSES:

1. THE AREAS OVER, UNDER AND UPON THOSE CERTAIN STRIPS OF LAND DESIGNATED AS "PUE" (PUBLIC UTILITY EASEMENT) FOR THE PURPOSES OF CONSTRUCTION, OPERATION AND MAINTENANCE OF APPLICABLE STRUCTURES AND APPURTENANCES THERETO, INCLUDING BUT NOT LIMITED TO SANITARY SEWERS, WATER, ELECTRICAL, GAS AND COMMUNICATION FACILITIES; SAID AREAS OR STRIPS OF LAND ARE TO BE KEPT OPEN AND FREE FROM BUILDINGS AND STRUCTURES OF ANY KIND, EXCEPT APPLICABLE UTILITY STRUCTURES AND APPURTENANCES THERETO, LAWFUL FENCES AND LAWFUL UNSUPPORTED OVERHANGS.
2. THE AREAS ON AND OVER THOSE CERTAIN STRIPS OF LAND DESIGNATED AS "EVAE" (EMERGENCY VEHICLE ACCESS EASEMENT) FOR THE PURPOSES OF INGRESS AND EGRESS OF EMERGENCY VEHICLES.
3. THE AREAS OVER, UNDER AND UPON THOSE CERTAIN STRIPS OF LAND DESIGNATED AS "SSE" (SANITARY SEWER EASEMENT) FOR THE PURPOSE OF CONSTRUCTION AND MAINTENANCE OF APPLICABLE SANITARY SEWER LINES, STRUCTURES AND APPURTENANCES THERETO. SAID AREAS ARE TO BE KEPT OPEN AND FREE FROM BUILDINGS AND STRUCTURES OF ANY KIND EXCEPT SANITARY SEWER STRUCTURES AND APPURTENANCES THERETO.
4. THE AREAS OVER, UNDER AND UPON THOSE CERTAIN STRIPS OF LAND DESIGNATED AS "WLE" (WATER LINE EASEMENT) FOR THE PURPOSE OF CONSTRUCTION AND MAINTENANCE OF APPLICABLE WATER LINES, STRUCTURES AND APPURTENANCES THERETO. SAID AREAS ARE TO BE KEPT OPEN AND FREE FROM BUILDINGS AND STRUCTURES OF ANY KIND EXCEPT WATER LINE STRUCTURES AND APPURTENANCES THERETO.

WE ALSO HEREBY DECLARE THAT THE AREAS DESIGNATED AS "PSDE" (PRIVATE STORM DRAIN EASEMENT) ARE RESERVED FOR THE PURPOSE OF CONSTRUCTION AND MAINTENANCE OF PRIVATE STORM DRAIN FACILITIES AND APPURTENANCES AND SHALL BE KEPT OPEN AND FREE FROM BUILDINGS AND STRUCTURES OF ANY KIND EXCEPT STORM DRAIN SYSTEMS AND APPURTENANCES THERETO. SAID EASEMENTS ARE NOT OFFERED FOR DEDICATION TO THE PUBLIC. MAINTENANCE, REPAIR AND/OR REPLACEMENT OF IMPROVEMENTS WITHIN SAID EASEMENTS IS THE RESPONSIBILITY OF THE HOMEOWNER'S ASSOCIATION AS DETERMINED BY THE APPROPRIATE COVENANTS, CONDITIONS AND RESTRICTIONS GOVERNING TRACT 8420.

WE ALSO HEREBY DECLARE THAT THE AREAS DESIGNATED AS "PAE" (PRIVATE ACCESS EASEMENT) ARE RESERVED FOR THE PURPOSE OF INGRESS AND EGRESS TO THE LOTS WITHIN THE EXTERIOR BOUNDARY LINES OF THE HEREIN EMBODIED MAP AND ARE NOT OFFERED FOR DEDICATION TO THE PUBLIC. MAINTENANCE, REPAIR AND/OR REPLACEMENT OF IMPROVEMENTS WITHIN SAID EASEMENTS IS THE RESPONSIBILITY OF THE HOMEOWNER'S ASSOCIATION AS DETERMINED BY THE APPROPRIATE COVENANTS, CONDITIONS AND RESTRICTIONS GOVERNING TRACT 8420.

WE ALSO HEREBY DECLARE THAT THE AREAS DESIGNATED PARCEL A AND PARCEL B, ALSO SHOWN ON THE MAP AS SEAL DRIVE, HOUSE FINCH ROAD, MULE DEER STREET, AND FIELD CRESCENT COURT ARE RESERVED AS PRIVATE STREETS FOR THE PRIVATE USE OF THE HOMEOWNERS OF TRACT 8420 FOR THE PURPOSE OF ACCESS AND INGRESS AND EGRESS TO THE LOTS OF TRACT 8420, ALL IN ACCORDANCE WITH THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF TRACT 8420. SAID PARCELS ARE TO BE CONVEYED TO THE HOMEOWNERS ASSOCIATION OF TRACT 8420 BY SEPARATE INSTRUMENT SUBSEQUENT TO THE FILING OF THIS MAP AND ARE NOT HEREBY OFFERED FOR DEDICATION TO THE PUBLIC. MAINTENANCE OF SAID PARCELS IS THE RESPONSIBILITY OF THE HOMEOWNERS ASSOCIATION OF TRACT 8420.

THIS MAP SHOWS OR NOTES ALL THE EASEMENTS EXISTING OR OF RECORD, WITHIN THE BOUNDARY LINES OF THE HEREIN EMBODIED MAP AS SHOWN ON THE PRELIMINARY TITLE REPORT ORDER NUMBER 598420MAP DATED MARCH 19, 2018, PREPARED BY FIRST AMERICAN TITLE INSURANCE COMPANY.

AS OWNER: KB SANCTUARY LLC, A DELAWARE LIMITED LIABILITY COMPANY

BY: \_\_\_\_\_  
NAME (PRINT): \_\_\_\_\_  
TITLE: \_\_\_\_\_  
DATE: \_\_\_\_\_

**TRACT 8420**

CITY OF NEWARK, ALAMEDA COUNTY, CALIFORNIA  
CONSISTING OF 9 SHEETS  
BEING A SUBDIVISION OF LOT 4, TRACT 8270,  
FILED DECEMBER 6, 2017, IN BOOK 351 OF MAPS AT PAGES 71-79,  
ALAMEDA COUNTY RECORDS.

**Carlson, Barbee & Gibson, Inc.**  
CIVIL ENGINEERS • SURVEYORS • PLANNERS  
SAN RAMON • WEST SACRAMENTO

JULY 2018

**OWNER'S 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) SS.  
COUNTY OF \_\_\_\_\_ }

ON \_\_\_\_\_, BEFORE ME, \_\_\_\_\_, A 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(ES), 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:  
SIGNATURE: \_\_\_\_\_  
NAME (PRINT): \_\_\_\_\_  
PRINCIPAL COUNTY OF BUSINESS: \_\_\_\_\_  
MY COMMISSION NUMBER: \_\_\_\_\_  
MY COMMISSION EXPIRES: \_\_\_\_\_

**BENEFICIARY'S STATEMENT**

THE UNDERSIGNED CORPORATION, AS BENEFICIARY UNDER THE DEED OF TRUST RECORDED ON DECEMBER 15, 2017, INSTRUMENT NO. 2017276667 OF OFFICIAL RECORDS, ALAMEDA COUNTY, CALIFORNIA; AND PER THE AGREEMENT FOR RIGHT OF FIRST REFUSAL RECORDED DECEMBER 15, 2017 INSTRUMENT NO. 2017276668 OF OFFICIAL RECORDS, ALAMEDA COUNTY, DOES HEREBY JOIN IN AND CONSENT TO THE FOREGOING OWNERS STATEMENT AND ALL DEDICATIONS SHOWN HEREIN.

BY: \_\_\_\_\_  
NAME (PRINT): \_\_\_\_\_  
TITLE: \_\_\_\_\_  
DATE: \_\_\_\_\_

**BENEFICIARY'S 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) SS.  
COUNTY OF \_\_\_\_\_ }

ON \_\_\_\_\_, BEFORE ME, \_\_\_\_\_, A 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(ES), 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:  
SIGNATURE: \_\_\_\_\_  
NAME (PRINT): \_\_\_\_\_  
PRINCIPAL COUNTY OF BUSINESS: \_\_\_\_\_  
MY COMMISSION NUMBER: \_\_\_\_\_  
MY COMMISSION EXPIRES: \_\_\_\_\_

**COUNTY RECORDER'S STATEMENT**

FILED FOR RECORD THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2018, AT \_\_\_\_\_ M.  
IN BOOK \_\_\_\_\_ OF MAPS, AT PAGES \_\_\_\_\_ UNDER SERIES NO. \_\_\_\_\_ AT THE  
REQUEST OF FIRST AMERICAN TITLE COMPANY, IN THE OFFICE OF THE COUNTY RECORDER OF THE COUNTY OF  
ALAMEDA, STATE OF CALIFORNIA.

FEE: \_\_\_\_\_ PD.

STEVE MANNING  
COUNTY RECORDER IN AND FOR THE COUNTY  
OF ALAMEDA, STATE OF CALIFORNIA

BY: \_\_\_\_\_  
DEPUTY COUNTY RECORDER

# TRACT 8420

CITY OF NEWARK, ALAMEDA COUNTY, CALIFORNIA  
CONSISTING OF 9 SHEETS  
BEING A SUBDIVISION OF LOT 4, TRACT 8270,  
FILED DECEMBER 6, 2017, IN BOOK 351 OF MAPS AT PAGES 71-79,  
ALAMEDA COUNTY RECORDS.

**Carlson, Barbee & Gibson, Inc.**  
CIVIL ENGINEERS • SURVEYORS • PLANNERS  
SAN RAMON • WEST SACRAMENTO

JULY 2018

## SURVEYOR'S STATEMENT

THIS MAP WAS PREPARED BY ME OR UNDER MY DIRECTION AND IS BASED UPON A FIELD SURVEY IN CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCE AT THE REQUEST OF KB SANCTUARY, LLC, IN FEBRUARY 2018. I HEREBY STATE THAT ALL THE MONUMENTS ARE OF THE CHARACTER AND OCCUPY THE POSITIONS INDICATED OR THAT THEY WILL BE SET IN THOSE POSITIONS BEFORE DECEMBER 31, 2020, AND THAT THE MONUMENTS ARE, OR WILL BE, SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED, AND THAT THIS TRACT MAP SUBSTANTIALLY CONFORMS TO THE CONDITIONALLY APPROVED TENTATIVE MAP (IF ANY). THE GROSS AREA WITHIN THE TRACT IS 13.95 ACRES, MORE OR LESS.

MARK H. WEHBER, P.L.S.  
L.S. NO. 7960

DATE



## SOILS REPORT

A SOILS REPORT ON WAS PREPARED BY ENGEO INCORPORATED, DATED AUGUST 10, 2015, PROJECT NO. 12165.000.001, SIGNED BY JANET KAN, CEG, CE, NO. 2880 AND HAS BEEN FILED AT THE OFFICE OF THE CITY ENGINEER.

## CITY ENGINEER'S STATEMENT

I, SOREN FAJEAU, CITY ENGINEER FOR THE CITY OF NEWARK, ALAMEDA COUNTY, CALIFORNIA, DO HEREBY STATE THAT I HAVE EXAMINED THE HEREIN EMBODIED FINAL MAP ENTITLED "TRACT 8420, CITY OF NEWARK, ALAMEDA COUNTY, CALIFORNIA", CONSISTING OF NINE (9) SHEETS, THIS STATEMENT BEING UPON SHEET TWO (2) THEREOF, THAT THE SUBDIVISION AS SHOWN UPON SAID MAP IS SUBSTANTIALLY THE SAME AS SAID SUBDIVISION APPEARED ON THE TENTATIVE MAP, IF REQUIRED, AND ANY APPROVED ALTERATION THEREOF; AND THAT ALL PROVISIONS OF THE SUBDIVISION MAP ACT OF THE STATE OF CALIFORNIA, AND ANY LOCAL ORDINANCES APPLICABLE AT THE TIME OF APPROVAL OF THE TENTATIVE MAP, IF REQUIRED, HAVE BEEN COMPLIED WITH.

IN WITNESS, I HAVE HEREUNTO SET MY HAND THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2018.

SOREN FAJEAU, PE 66454  
REGISTRATION EXPIRES: JUNE 30, 2020  
CITY ENGINEER FOR THE CITY OF NEWARK  
COUNTY OF ALAMEDA, CALIFORNIA

DATE



I, MITCHELL L. MOUGHON, SPECIAL ASSISTANT FOR THE CITY OF NEWARK, ALAMEDA COUNTY, CALIFORNIA, DO HEREBY STATE PURSUANT TO SECTION 86450(c)(4) OF THE GOVERNMENT CODE THAT I HAVE EXAMINED THE HEREIN EMBODIED MAP ENTITLED "TRACT 8420, CITY OF NEWARK, ALAMEDA COUNTY, CALIFORNIA", CONSISTING OF NINE (9) SHEETS, THIS STATEMENT BEING UPON SHEET TWO (2) THEREOF; AND THAT I AM SATISFIED THAT THIS MAP IS TECHNICALLY CORRECT.

IN WITNESS, I HAVE HEREUNTO SET MY HAND THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2018.

MITCHELL L. MOUGHON, RCE 29509  
REGISTRATION EXPIRES: MARCH 31, 2019  
SPECIAL ASSISTANT FOR THE CITY OF NEWARK  
COUNTY OF ALAMEDA, CALIFORNIA

DATE



## CITY CLERK'S STATEMENT

I, SHEILA HARRINGTON, CITY CLERK AND CLERK OF THE COUNCIL OF THE CITY OF NEWARK, ALAMEDA COUNTY, STATE OF CALIFORNIA, DO HEREBY STATE THAT THE HEREIN EMBODIED MAP ENTITLED "TRACT 8420, CITY OF NEWARK, ALAMEDA COUNTY, CALIFORNIA", CONSISTING OF NINE (9) SHEETS, THIS STATEMENT BEING ON SHEET TWO (2) THEREOF, WAS PRESENTED TO SAID COUNCIL OF THE CITY OF NEWARK AS PROVIDED BY LAW AT A REGULAR MEETING HELD ON THE \_\_\_\_ DAY OF \_\_\_\_\_, 2018, AND THAT SAID COUNCIL OF THE CITY OF NEWARK DID THEREUPON BY RESOLUTION NO. \_\_\_\_\_ DULY PASSED AND ADOPTED AT SAID MEETING, APPROVE SAID MAP AND DID ACCEPT SUBJECT TO IMPROVEMENT ON BEHALF OF THE PUBLIC ALL PARCELS OF LAND AND EASEMENTS OFFERED FOR DEDICATION, FOR PUBLIC USE, IN CONFORMITY WITH THE TERMS OF THE OFFERS OF DEDICATION AS SHOWN ON SAID MAP.

IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2018.

SHEILA HARRINGTON  
CITY CLERK AND CLERK OF THE COUNCIL OF THE  
CITY OF NEWARK, COUNTY OF ALAMEDA, CALIFORNIA

## CLERK OF THE BOARD OF SUPERVISORS STATEMENT

I, ANKA CAMPBELL-BELTON, CLERK OF THE BOARD OF SUPERVISORS FOR THE COUNTY OF ALAMEDA, STATE OF CALIFORNIA, DO HEREBY STATE, AS CHECKED BELOW, THAT:

- [ ] AN APPROVED BOND HAS BEEN FILED WITH THE BOARD OF SUPERVISORS OF SAID COUNTY AND STATE IN THE AMOUNT OF \$ \_\_\_\_\_ CONDITIONED FOR THE PAYMENT OF ALL TAXES AND SPECIAL ASSESSMENTS COLLECTED AS TAXES WHICH ARE NOW A LIEN AGAINST SAID LAND OR ANY PART THEREOF BUT NOT YET PAYABLE AND WAS DULY APPROVED BY SAID LOCAL BOARD IN SAID AMOUNT.
- [ ] ALL TAXES AND SPECIAL ASSESSMENTS COLLECTED AS TAXES HAVE BEEN PAID AS CERTIFIED BY THE TREASURER-TAX COLLECTOR OF THE COUNTY OF ALAMEDA.

IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2018.

ANKA CAMPBELL-BELTON  
CLERK OF THE BOARD OF SUPERVISORS  
COUNTY OF ALAMEDA, STATE OF CALIFORNIA

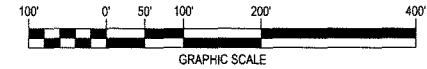
BY: \_\_\_\_\_  
DEPUTY COUNTY CLERK

# TRACT 8420

CITY OF NEWARK, ALAMEDA COUNTY, CALIFORNIA  
 CONSISTING OF 9 SHEETS  
 BEING A SUBDIVISION OF LOT 4, TRACT 8270,  
 FILED DECEMBER 6, 2017, IN BOOK 351 OF MAPS AT PAGES 71-79,  
 ALAMEDA COUNTY RECORDS.

**Carlson, Barbee & Gibson, Inc.**  
 CIVIL ENGINEERS • SURVEYORS • PLANNERS  
 SAN RAMON • WEST SACRAMENTO

SCALE: 1" = 100' JULY 2018



## BASIS OF BEARINGS:

THE BASIS OF BEARINGS FOR THIS SURVEY IS BETWEEN  
 FOUND MONUMENTS ON CHERRY STREET, THE BEARING TAKEN  
 AS N56°08'18"W PER TRACT 8270 (351 M 71).

## LEGEND

- SUBDIVISION BOUNDARY LINE
- ADJOINING LOT LINE/RIGHT OF WAY LINE
- - - EASEMENT LINE
- - - CENTERLINE
- - - MONUMENT LINE
- - - TIE LINE
- (T) TOTAL
- (R) RADIAL
- (M-M) MONUMENT TO MONUMENT
- (M-PL) MONUMENT TO PROPERTY LINE
- (#) RECORD INFORMATION
- (#) FOUND STANDARD STREET MONUMENT
- (#) SET STANDARD STREET MONUMENT, LS 7960
- EVAE EMERGENCY VEHICLE ACCESS EASEMENT
- EX EXISTING
- IEE INGRESS/EGRESS EASEMENT
- LE LANDSCAPE EASEMENT
- PAE PRIVATE ACCESS EASEMENT
- PSDE PRIVATE STORM DRAIN EASEMENT
- PUE PUBLIC UTILITY EASEMENT
- SSE SANITARY SEWER EASEMENT
- SWE SIDEWALK EASEMENT
- WLE WATER LINE EASEMENT

## REFERENCES:

- (#) INDICATES REFERENCE NUMBER
- (1) TRACT 8270 (351 M 71)
- (2) PARCEL MAP 7255 (236 PM 79)
- (3) TRACT 5165 (140 M 30)
- (4) TRACT 4730 (127 M 1)

NO	BEARING	LENGTH
L1	N74°03'23"W	56.00'
L2	N55°48'03"W	49.75'
L3	N34°11'57"E	22.50'
L4	N55°48'03"W	86.00'
L5	N10°48'03"W	19.44'

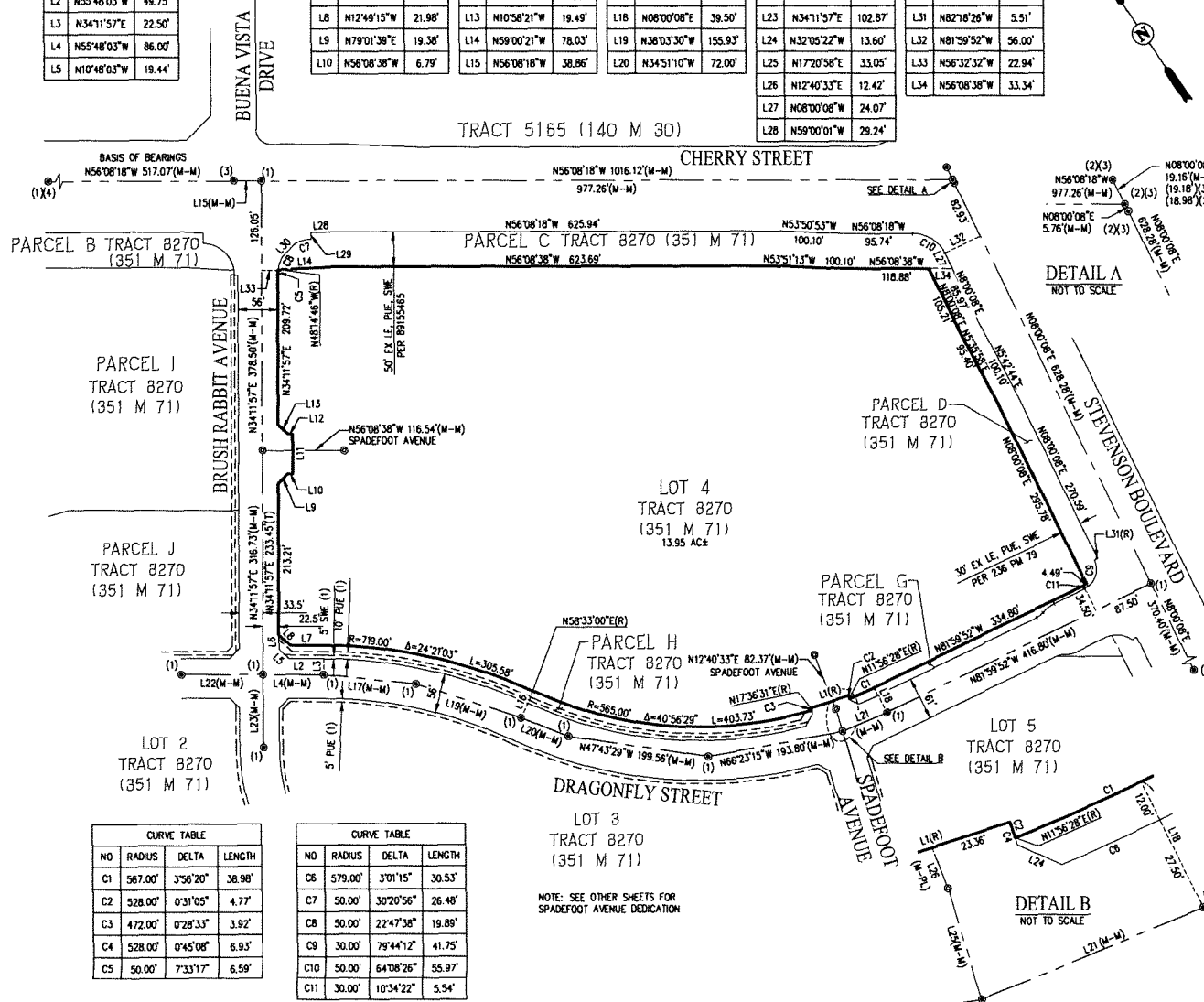
NO	BEARING	LENGTH
L6	N34°11'57"E	233.45'
L7	N55°48'03"W	47.42'
L8	N12°49'15"W	21.98'
L9	N79°01'39"E	19.38'
L10	N56°08'38"W	6.79'

NO	BEARING	LENGTH
L11	N33°51'22"E	56.00'
L12	N56°08'38"W	6.30'
L13	N10°58'21"W	19.49'
L14	N59°00'21"W	78.03'
L15	N56°08'18"W	38.86'

NO	BEARING	LENGTH
L16	N56°33'00"E	41.50'
L17	N50°14'01"W	131.45'
L18	N08°00'08"E	39.50'
L19	N36°03'30"W	155.93'
L20	N34°51'10"W	72.00'

NO	BEARING	LENGTH
L21	N78°47'22"W	67.89'
L22	N55°48'03"W	115.52'
L23	N34°11'57"E	102.87'
L24	N32°05'22"W	13.60'
L25	N17°20'58"E	33.05'
L26	N12°40'33"E	12.42'
L27	N08°00'08"W	24.07'
L28	N59°00'01"W	29.24'

NO	BEARING	LENGTH
L29	N39°59'39"E	9.28'
L30	N78°07'09"W	23.47'
L31	N82°18'26"W	5.51'
L32	N81°59'52"W	56.00'
L33	N56°32'32"W	22.94'
L34	N56°08'38"W	33.34'



NO	RADIUS	DELTA	LENGTH
C1	567.00'	3°56'20"	38.98'
C2	528.00'	0°31'05"	4.77'
C3	472.00'	0°28'33"	3.92'
C4	528.00'	0°45'08"	6.93'
C5	50.00'	7°33'17"	6.59'

NO	RADIUS	DELTA	LENGTH
C6	579.00'	3°01'15"	30.53'
C7	50.00'	30°20'56"	26.48'
C8	50.00'	22°47'38"	19.89'
C9	30.00'	79°44'12"	41.75'
C10	50.00'	64°08'26"	55.97'
C11	30.00'	10°34'22"	5.54'

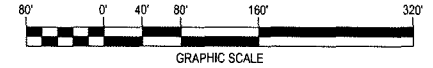
NOTE: SEE OTHER SHEETS FOR SPADFOOT AVENUE DEDICATION

# TRACT 8420

CITY OF NEWARK, ALAMEDA COUNTY, CALIFORNIA  
 CONSISTING OF 9 SHEETS  
 BEING A SUBDIVISION OF LOT 4, TRACT 8270,  
 FILED DECEMBER 6, 2017, IN BOOK 351 OF MAPS AT PAGES 71-79,  
 ALAMEDA COUNTY RECORDS.

**Carlson, Barbee & Gibson, Inc.**  
 CIVIL ENGINEERS • SURVEYORS • PLANNERS  
 SAN RAMON • WEST SACRAMENTO

SCALE: 1" = 80' JULY 2018



## BASIS OF BEARINGS:

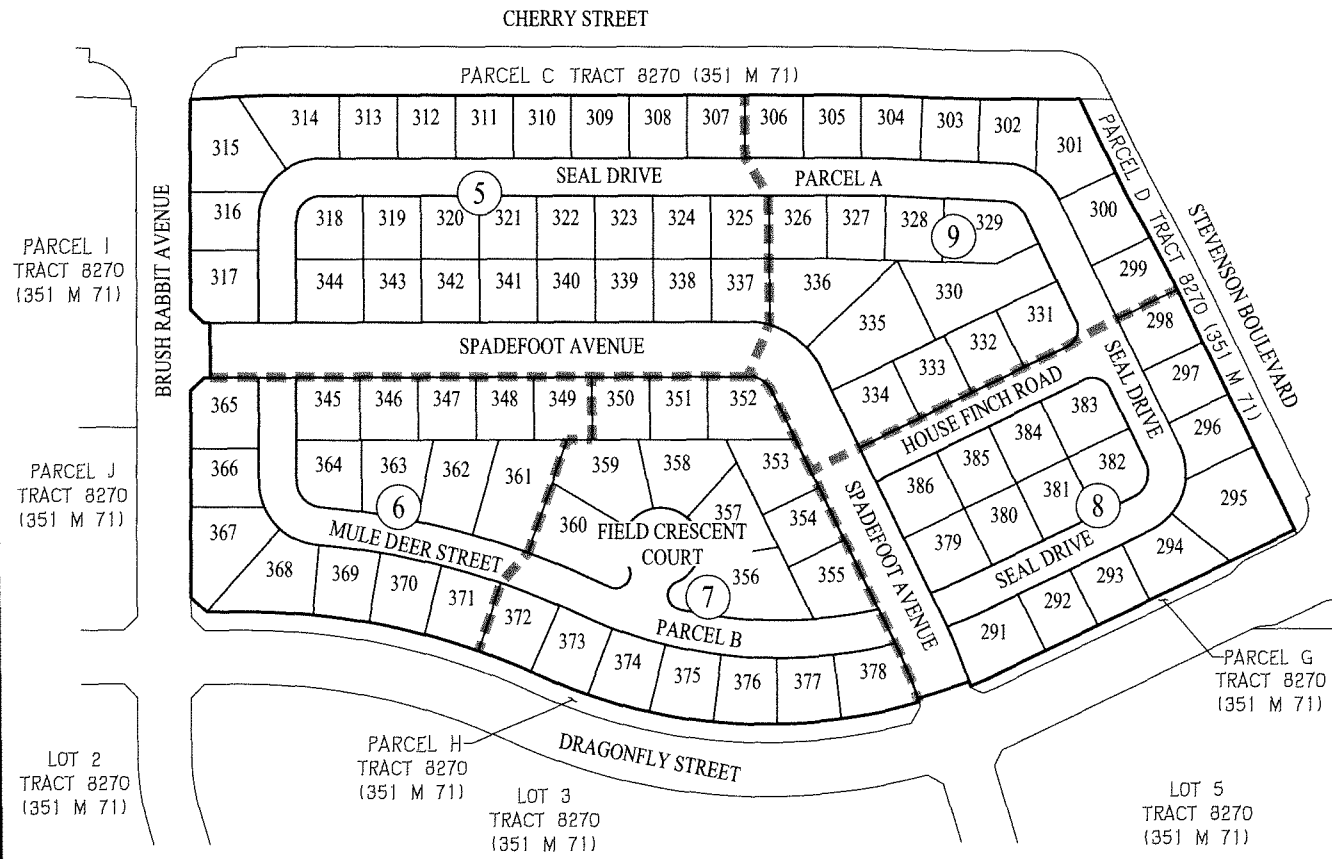
THE BASIS OF BEARINGS FOR THIS SURVEY IS BETWEEN  
 FOUND MONUMENTS ON CHERRY STREET, THE BEARING TAKEN  
 AS N56°06'18"W PER TRACT 8270 (351 M 71).

## LEGEND

	SUBDIVISION BOUNDARY LINE
	RIGHT OF WAY LINE
	LOT LINE
	EASEMENT LINE
	CENTERLINE
	MONUMENT LINE
	TIE LINE
(T)	TOTAL
(R)	RADIAL
(M-M)	MONUMENT TO MONUMENT
(M-PL)	MONUMENT TO PROPERTY LINE
(#), (##-##)	RECORD INFORMATION
●	FOUND STANDARD STREET MONUMENT
⊙	SET STANDARD STREET MONUMENT, LS 7960
EVAE	EMERGENCY VEHICLE ACCESS EASEMENT
EX	EXISTING
IEE	INGRESS/EGRESS EASEMENT
LE	LANDSCAPE EASEMENT
PAE	PRIVATE ACCESS EASEMENT
PSDE	PRIVATE STORM DRAIN EASEMENT
PUE	PUBLIC UTILITY EASEMENT
SSE	SANITARY SEWER EASEMENT
SWE	SIDEWALK EASEMENT
WLE	WATER LINE EASEMENT
	SHEET LIMITS
(5)	SHEET NUMBER

## REFERENCES:

- (#) INDICATES REFERENCE NUMBER
- (1) TRACT 8270 (351 M 71)
- (2) PARCEL MAP 7255 (236 PM 79)
- (3) TRACT 5165 (140 M 30)
- (4) TRACT 4730 (127 M 1)





CURVE TABLE			
NO	RADIUS	DELTA	LENGTH
C1	50.00'	7°33'18"	6.59'
C2	65.50'	27°31'29"	31.47'
C3	65.50'	28°27'20"	32.53'
C4	65.50'	33°40'36"	38.50'

CURVE TABLE			
NO	RADIUS	DELTA	LENGTH
C5	26.50'	89°39'25"	41.47'

LINE TABLE		
NO	BEARING	LENGTH
L1	N10°58'21"W	19.49'
L2	N56°08'38"W	6.30'
L3	N34°11'57"E	22.50' (M-PL)
L4	N34°11'57"E	33.50' (M-PL)
L5	N55°48'03"W	23.50' (M-PL)

LINE TABLE		
NO	BEARING	LENGTH
L6	N55°48'03"W	15.50' (M-PL)
L7	N33°51'22"E	15.50' (M-PL)
L8	N33°51'22"E	23.50' (M-PL)
L9	N34°11'57"E	140.60' (M-M)
L10	N56°08'18"W	38.86' (M-M)

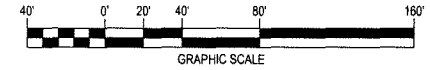
LINE TABLE		
NO	BEARING	LENGTH
L11	N55°48'03"W	22.94'
L12	N56°08'38"W	7.75'
L13	N56°08'38"W	7.75'

# TRACT 8420

CITY OF NEWARK, ALAMEDA COUNTY, CALIFORNIA  
 CONSISTING OF 9 SHEETS  
 BEING A SUBDIVISION OF LOT 4, TRACT 8270,  
 FILED DECEMBER 6, 2017, IN BOOK 351 OF MAPS AT PAGES 71-79,  
 ALAMEDA COUNTY RECORDS.

**Carlson, Barbee & Gibbon, Inc.**  
 CIVIL ENGINEERS • SURVEYORS • PLANNERS  
 SAN RAMON • WEST SACRAMENTO

SCALE: 1" = 40' JULY 2018



## BASIS OF BEARINGS:

THE BASIS OF BEARINGS FOR THIS SURVEY IS BETWEEN FOUND MONUMENTS ON CHERRY STREET, THE BEARING TAKEN AS N56°08'18"W PER TRACT 8270 (351 M 71).

## LEGEND

- SUBDIVISION BOUNDARY LINE
- RIGHT OF WAY LINE
- LOT LINE
- EASEMENT LINE
- CENTERLINE
- MONUMENT LINE
- TIE LINE
- (T) TOTAL
- (R) RADIAL
- (M-M) MONUMENT TO MONUMENT
- (M-PL) MONUMENT TO PROPERTY LINE
- (#) (###-##) RECORD INFORMATION
- FOUND STANDARD STREET MONUMENT
- ⊙ SET STANDARD STREET MONUMENT, LS 7960
- EVAE EMERGENCY VEHICLE ACCESS EASEMENT
- EX EXISTING
- IEE INGRESS/EGRESS EASEMENT
- LE LANDSCAPE EASEMENT
- PAE PRIVATE ACCESS EASEMENT
- PSOE PRIVATE STORM DRAIN EASEMENT
- PUE PUBLIC UTILITY EASEMENT
- SSE SANITARY SEWER EASEMENT
- SWE SIDEWALK EASEMENT
- WLE WATER LINE EASEMENT

## REFERENCES:

- (#) INDICATES REFERENCE NUMBER
- (1) TRACT 8270 (351 M 71)
- (2) PARCEL MAP 7255 (236 PM 79)
- (3) TRACT 5165 (140 M 30)
- (4) TRACT 4730 (127 M 1)

CHERRY STREET

STEVENSON BOULEVARD

BRUSH RABBIT AVENUE

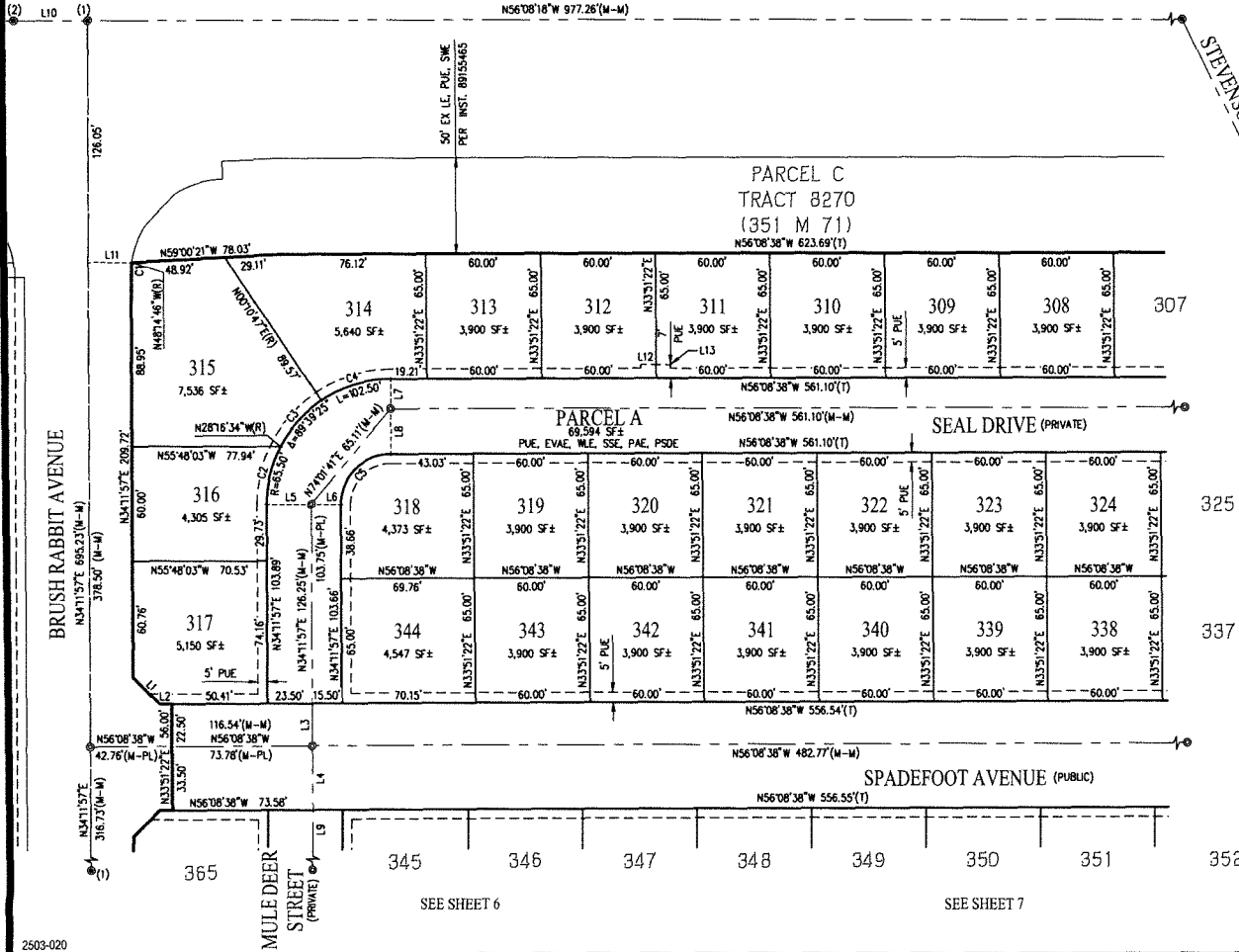
MULE DEER STREET (PRIVATE)

SPADEFoot AVENUE (PUBLIC)

PARCEL C  
TRACT 8270  
(351 M 71)  
N56°08'38"W 623.69'(T)

PARCEL A  
69,594 SF±  
PUE, EVAE, WLE, SSE, PAE, PSOE

SEAL DRIVE (PRIVATE)



SEE SHEET 6

SEE SHEET 7

2503-020

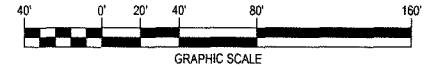
TRACT 8420  
SHEET 5 OF 9

# TRACT 8420

CITY OF NEWARK, ALAMEDA COUNTY, CALIFORNIA  
 CONSISTING OF 9 SHEETS  
 BEING A SUBDIVISION OF LOT 4, TRACT 8270,  
 FILED DECEMBER 6, 2017, IN BOOK 351 OF MAPS AT PAGES 71-79,  
 ALAMEDA COUNTY RECORDS.

**Carlson, Barbee & Gibson, Inc.**  
 CIVIL ENGINEERS • SURVEYORS • PLANNERS  
 SAN RAMON • WEST SACRAMENTO

SCALE: 1" = 40' JULY 2018



## BASIS OF BEARINGS:

THE BASIS OF BEARINGS FOR THIS SURVEY IS BETWEEN  
 FOUND MONUMENTS ON CHERRY STREET, THE BEARING TAKEN  
 AS N56°08'18"W PER TRACT 8270 (351 M 71).

## LEGEND

- SUBDIVISION BOUNDARY LINE
- RIGHT OF WAY LINE
- LOT LINE
- - - EASEMENT LINE
- CENTERLINE
- MONUMENT LINE
- - - - - THE LINE
- (T) TOTAL
- (R) RADIAL
- (M-M) MONUMENT TO MONUMENT
- (M-PL) MONUMENT TO PROPERTY LINE
- (#) RECORD INFORMATION
- FOUND STANDARD STREET MONUMENT
- SET STANDARD STREET MONUMENT, LS 7960
- EVAE EMERGENCY VEHICLE ACCESS EASEMENT
- EX EXISTING
- IEE INGRESS/EGRESS EASEMENT
- LE LANDSCAPE EASEMENT
- PAE PRIVATE ACCESS EASEMENT
- PSDE PRIVATE STORM DRAIN EASEMENT
- PUE PUBLIC UTILITY EASEMENT
- SSE SANITARY SEWER EASEMENT
- SWE SIDEWALK EASEMENT
- WLE WATER LINE EASEMENT

## REFERENCES:

- (#) INDICATES REFERENCE NUMBER
- (1) TRACT 8270 (351 M 71)
- (2) PARCEL MAP 7255 (236 PM 79)
- (3) TRACT 5165 (140 M 30)
- (4) TRACT 4730 (127 M 1)

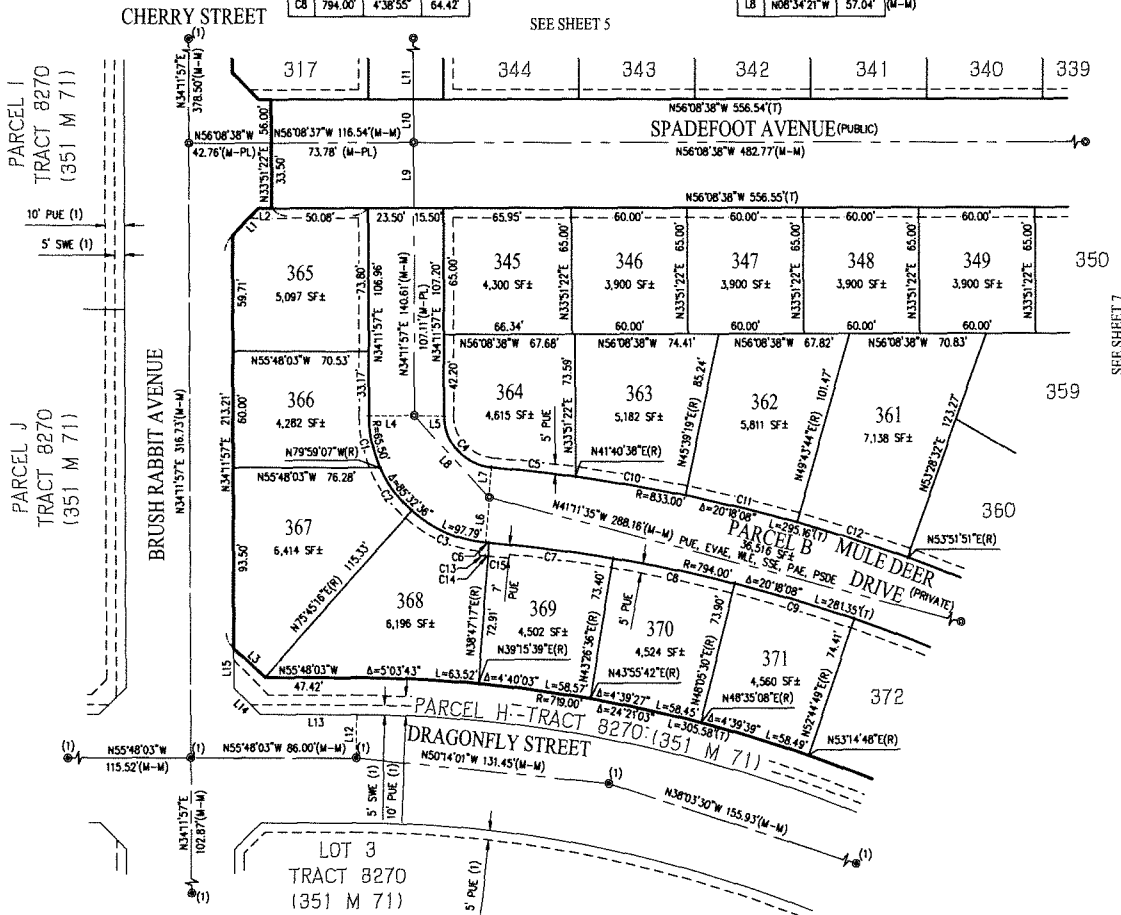
NO	RADIUS	DELTA	LENGTH
C1	65.50'	241°1'03"	27.65'
C2	65.50'	241°5'37"	27.73'
C3	65.50'	370°5'55"	42.41'
C4	26.50'	85°32'36"	39.56'
C5	833.00'	3°01'17"	43.93'
C6	794.00'	0°07'56"	1.83'
C7	794.00'	4°39'19"	64.51'
C8	794.00'	4°38'55"	64.42'

NO	RADIUS	DELTA	LENGTH
C9	794.00'	4°39'19"	64.51'
C10	833.00'	3°58'41"	57.84'
C11	833.00'	4°04'25"	58.23'
C12	833.00'	4°08'07"	60.12'
C13	72.50'	2°21'26"	2.98'
C14	787.00'	0°07'56"	1.82'
C15	787.00'	0°46'46"	10.71'

NO	BEARING	LENGTH
L1	N79°01'39"E	19.38'
L2	N56°08'38"W	6.79'
L3	N12°49'15"W	21.98'
L4	N55°48'03"W	23.50' (M-PL)
L5	N55°48'03"W	15.50' (M-PL)
L6	N38°39'21"E	23.50' (M-PL)
L7	N38°39'21"E	15.50' (M-PL)
L8	N08°34'21"W	57.04' (M-M)

NO	BEARING	LENGTH
L9	N34°11'57"E	33.50' (M-PL)
L10	N34°11'57"E	22.50' (M-PL)
L11	N34°11'57"E	103.75' (M-PL)
L12	N34°11'57"E	22.50'
L13	N55°48'03"W	49.75'
L14	N10°48'03"W	19.44'
L15	N34°11'57"E	20.24'

SEE SHEET 5



SEE SHEET 7

# TRACT 8420

CITY OF NEWARK, ALAMEDA COUNTY, CALIFORNIA  
 CONSISTING OF 9 SHEETS  
 BEING A SUBDIVISION OF LOT 4, TRACT 8270,  
 FILED DECEMBER 6, 2017, IN BOOK 351 OF MAPS AT PAGES 71-79,  
 ALAMEDA COUNTY RECORDS.

**Carlson, Barbee & Gibson, Inc.**  
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SCALE: 1" = 40' JULY 2018



NO	BEARING	LENGTH	
L1	N56°08'38"W	23.50'	(M-PL)
L2	N56°57'29"E	15.50'	(M-PL)
L3	N34°20'22"W	18.90'	
L4	N56°38'09"E	14.80'	
L5	N88°26'21"E	37.49'	(M-PL)
L6	N06°39'30"E	42.74'	(M-PL)
L7	N47°06'30"E	10.69'	(R)
L8	N08°00'08"E	14.17'	(M-M)
L9	N81°59'52"W	33.50'	(M-PL)
L10	N81°59'52"W	22.50'	(M-PL)
L11	N77°57'43"W	22.56'	(M-PL)

NO	BEARING	LENGTH	
L12	N64°51'13"W	35.06'	(M-PL)
L13	N81°59'52"W	22.50'	(M-PL)
L14	N81°59'52"W	22.50'	(M-PL)
L15	N81°59'52"W	33.50'	(M-PL)
L16	N33°51'22"E	33.50'	(M-PL)
L17	N33°51'22"E	22.50'	(M-PL)
L18	N81°59'52"W	275.50'	(M-PL)
L19	N77°57'43"W	43.11'	(M-PL)
L20	N172°05'58"E	33.05'	(M-M)
L21	N12°40'33"E	12.42'	(M-PL)

NO	RADIUS	DELTA	LENGTH
C1	451.00'	2°19'20"	18.28'
C2	15.00'	143°35'24"	37.59'
C3	40.00'	60°56'55"	42.55'
C4	40.00'	47°53'50"	33.44'
C5	40.00'	54°15'51"	37.88'
C6	40.00'	69°38'07"	48.61'
C7	40.00'	44°54'24"	31.35'
C8	15.00'	143°35'24"	37.59'
C9	794.00'	4°39'20"	64.51'
C10	794.00'	1°33'20"	21.56'
C11	490.00'	4°26'29"	37.98'
C12	490.00'	6°44'21"	57.63'
C13	490.00'	6°52'24"	58.78'
C14	490.00'	6°44'21"	57.63'
C15	490.00'	6°52'24"	58.78'
C16	472.00'	0°27'58"	3.84'
C17	565.00'	5°35'45"	55.18'
C18	719.00'	0°38'44"	8.10'
C19	719.00'	4°39'28"	58.45'
C20	28.00'	64°08'46"	31.35'
C21	84.00'	64°08'46"	94.04'
C22	490.00'	7°37'51"	65.26'
C23	451.00'	8°38'36"	68.03'
C24	528.00'	7°56'29"	73.18'
C25	472.00'	0°28'33"	3.92'
C26	497.20'	0°54'05"	7.82'
C27	497.20'	0°54'40"	7.91'
C28	40.00'	277°39'08"	193.84'
C29	472.00'	7°57'03"	65.50'
C30	472.00'	7°28'25"	61.57'

## BASIS OF BEARINGS:

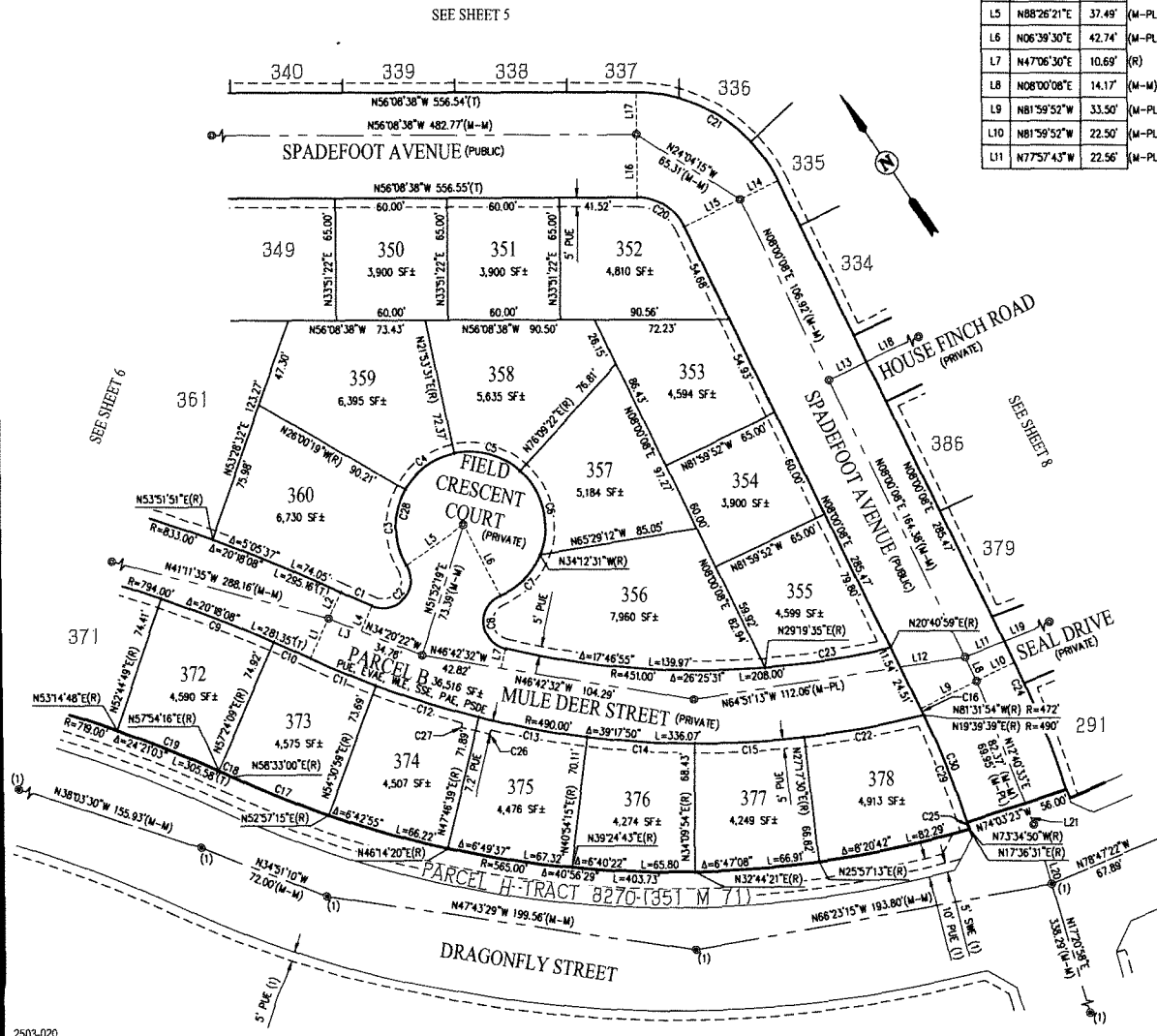
THE BASIS OF BEARINGS FOR THIS SURVEY IS BETWEEN FOUND MONUMENTS ON CHERRY STREET, THE BEARING TAKEN AS N56°08'18"W PER TRACT 8270 (351 M 71).

## LEGEND

- SUBDIVISION BOUNDARY LINE
- RIGHT OF WAY LINE
- LOT LINE
- EASEMENT LINE
- CENTERLINE
- MONUMENT LINE
- TIE LINE
- (T) TOTAL
- (R) RADIAL
- (M-M) MONUMENT TO MONUMENT
- (M-PL) MONUMENT TO PROPERTY LINE
- (#) RECORD INFORMATION
- (#) FOUND STANDARD STREET MONUMENT
- (#) SET STANDARD STREET MONUMENT, LS 7960
- (#) EMERGENCY VEHICLE ACCESS EASEMENT
- (#) EXISTING
- (#) INGRESS/EGRESS EASEMENT
- (#) LANDSCAPE EASEMENT
- (#) PRIVATE ACCESS EASEMENT
- (#) PRIVATE STORM DRAIN EASEMENT
- (#) PUBLIC UTILITY EASEMENT
- (#) SANITARY SEWER EASEMENT
- (#) SIDEWALK EASEMENT
- (#) WATER LINE EASEMENT

## REFERENCES:

- (#) INDICATES REFERENCE NUMBER
- (1) TRACT 8270 (351 M 71)
- (2) PARCEL MAP 7255 (236 PM 79)
- (3) TRACT 5165 (140 M 30)
- (4) TRACT 4730 (127 M 1)

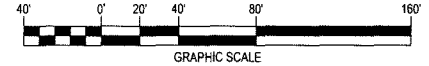


# TRACT 8420

CITY OF NEWARK, ALAMEDA COUNTY, CALIFORNIA  
 CONSISTING OF 9 SHEETS  
 BEING A SUBDIVISION OF LOT 4, TRACT 8270,  
 FILED DECEMBER 6, 2017, IN BOOK 351 OF MAPS AT PAGES 71-79,  
 ALAMEDA COUNTY RECORDS.

**Carlson, Barbee & Gibson, Inc.**  
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 SAN RAMON • WEST SACRAMENTO

SCALE: 1" = 40' JULY 2018



## BASIS OF BEARINGS:

THE BASIS OF BEARINGS FOR THIS SURVEY IS BETWEEN FOUND MONUMENTS ON CHERRY STREET, THE BEARING TAKEN AS N56°08'18"W PER TRACT 8270 (351 M 71).

## LEGEND

- SUBDIVISION BOUNDARY LINE
- RIGHT OF WAY LINE
- LOT LINE
- EASEMENT LINE
- CENTERLINE
- MONUMENT LINE
- TIE LINE
- (T) TOTAL
- (R) RADIAL
- (M-M) MONUMENT TO MONUMENT
- (M-PL) MONUMENT TO PROPERTY LINE
- (#) (###) RECORD INFORMATION
- FOUND STANDARD STREET MONUMENT
- SET STANDARD STREET MONUMENT, LS 7960
- EVAE EMERGENCY VEHICLE ACCESS EASEMENT
- EX EXISTING
- IEE INGRESS/EGRESS EASEMENT
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- PAE PRIVATE ACCESS EASEMENT
- PSDE PRIVATE STORM DRAIN EASEMENT
- PUE PUBLIC UTILITY EASEMENT
- SSE SANITARY SEWER EASEMENT
- SWE SIDEWALK EASEMENT
- WLE WATER LINE EASEMENT

## REFERENCES:

- (#) INDICATES REFERENCE NUMBER
- (1) TRACT 8270 (351 M 71)
- (2) PARCEL MAP 7255 (236 PM 79)
- (3) TRACT 5165 (140 M 30)
- (4) TRACT 4730 (127 M 1)

NO	RADIUS	DELTA	LENGTH
C1	20.00'	90°00'00"	31.42'
C2	65.50'	32°04'54"	36.68'
C3	65.50'	33°17'44"	38.06'
C4	65.50'	24°37'22"	28.15'
C5	26.50'	90°00'00"	41.63'
C6	451.00'	5°28'18"	43.07'
C7	490.00'	5°03'04"	43.20'
C8	567.00'	3°56'20"	38.98'
C9	528.00'	11°8'27"	12.05'
C10	528.00'	7°09'08"	65.90'

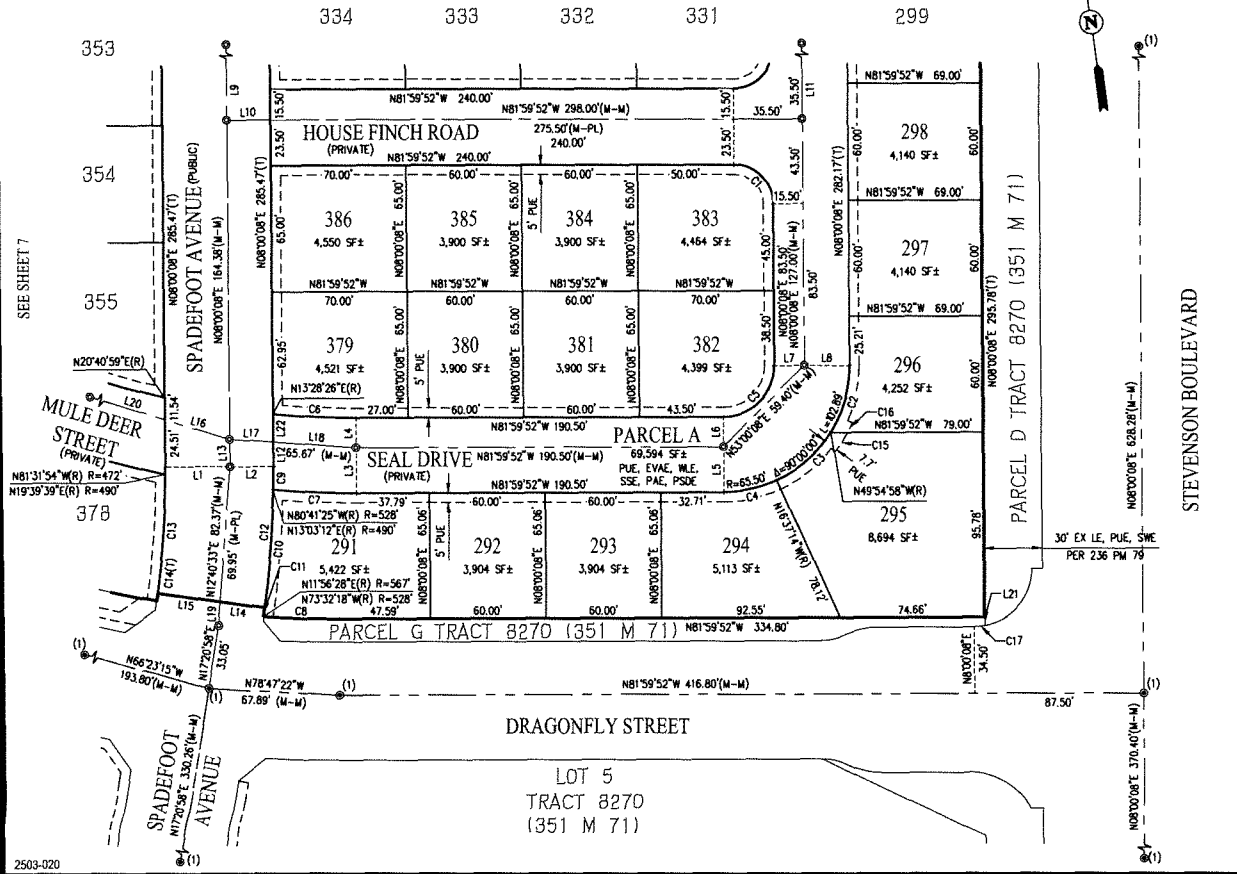
NO	RADIUS	DELTA	LENGTH
C11	528.00'	0°31'05"	4.77'
C12	528.00'	7°56'29"	73.18'
C13	472.00'	7°56'29"	65.42'
C14	472.00'	9°00'21"	74.19'
C15	74.20'	9°42'50"	12.58'
C16	74.20'	3°52'41"	5.02'
C17	30.00'	10°34'22"	5.54'

NO	BEARING	LENGTH
L1	N81°59'52"W	33.50'
L2	N81°59'52"W	22.50'
L3	N08°00'08"E	23.50'
L4	N08°00'08"E	15.50'
L5	N08°00'08"E	23.50'
L6	N08°00'08"E	15.50'
L7	N81°59'52"W	15.50'
L8	N81°59'52"W	23.50'
L9	N08°00'08"E	106.92'

NO	BEARING	LENGTH
L10	N81°59'52"W	22.50'
L11	N08°00'08"E	155.17'
L12	N08°00'08"E	12.58'
L13	N08°00'08"E	14.17'
L14	N74°03'23"W	23.36'
L15	N74°03'23"W	32.64'
L16	N64°51'13"W	35.06'
L17	N77°57'43"W	22.56'
L18	N77°57'43"W	43.11'

NO	BEARING	LENGTH
L19	N12°40'33"E	12.42'
L20	N64°51'13"W	112.06'
L21	N08°00'08"W	4.49'
L22	N08°00'08"W	14.52'

SEE SHEET 9



2503-020

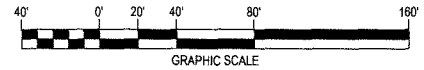
TRACT 8420  
 SHEET 8 OF 9

# TRACT 8420

CITY OF NEWARK, ALAMEDA COUNTY, CALIFORNIA  
 CONSISTING OF 9 SHEETS  
 BEING A SUBDIVISION OF LOT 4, TRACT 8270,  
 FILED DECEMBER 6, 2017, IN BOOK 351 OF MAPS AT PAGES 71-79,  
 ALAMEDA COUNTY RECORDS.

**Carlson, Barbee & Gibson, Inc.**  
 CIVIL ENGINEERS • SURVEYORS • PLANNERS  
 SAN RAMON • WEST SACRAMENTO

SCALE: 1" = 40' JULY 2018



## BASIS OF BEARINGS:

THE BASIS OF BEARINGS FOR THIS SURVEY IS BETWEEN  
 FOUND MONUMENTS ON CHERRY STREET, THE BEARING TAKEN  
 AS N56°08'18"W PER TRACT 8270 (351 M 71).

## LEGEND

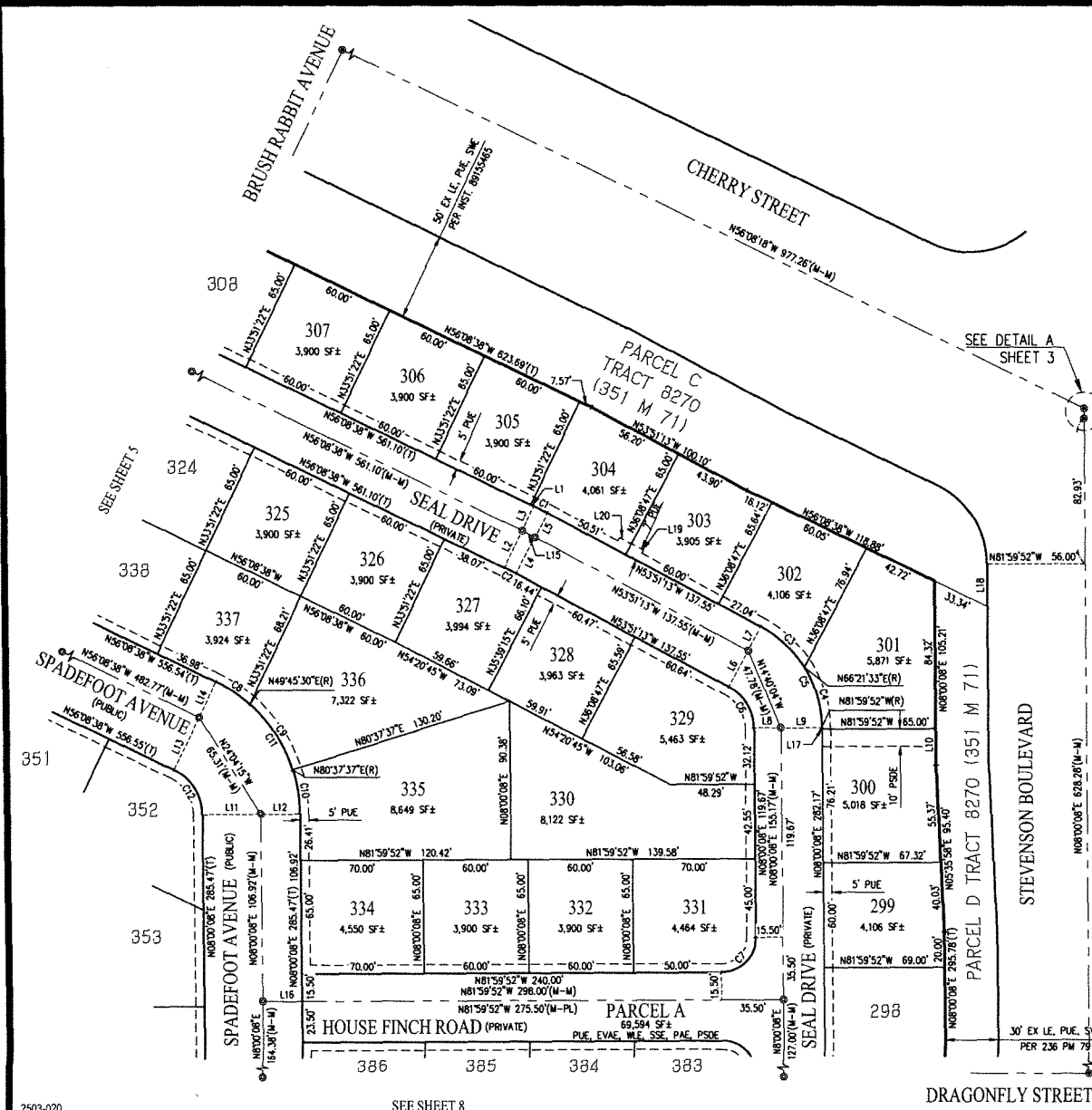
	SUBDIVISION BOUNDARY LINE
	RIGHT OF WAY LINE
	LOT LINE
	EASEMENT LINE
	CENTERLINE
	MONUMENT LINE
	TIE LINE
(T)	TOTAL
(R)	RADIAL
(M-M)	MONUMENT TO MONUMENT
(M-PL)	MONUMENT TO PROPERTY LINE
(R), (M-M)	RECORD INFORMATION
●	FOUND STANDARD STREET MONUMENT
⊙	SET STANDARD STREET MONUMENT, LS 7960
EVAE	EMERGENCY VEHICLE ACCESS EASEMENT
EX	EXISTING
IEE	INGRESS/EGRESS EASEMENT
LE	LANDSCAPE EASEMENT
PAE	PRIVATE ACCESS EASEMENT
PSDE	PRIVATE STORM DRAIN EASEMENT
PUE	PUBLIC UTILITY EASEMENT
SSE	SANITARY SEWER EASEMENT
SWE	SIDEWALK EASEMENT
WLE	WATER LINE EASEMENT

## REFERENCES:

- (#) INDICATES REFERENCE NUMBER
- (1) TRACT 8270 (351 M 71)
- (2) PARCEL MAP 7255 (236 PM 79)
- (3) TRACT 5165 (140 M 30)
- (4) TRACT 4730 (127 M 1)

CURVE TABLE			
NO	RADIUS	DELTA	LENGTH
C1	219.50'	217°25'	8.77'
C2	180.50'	217°25'	7.22'
C3	65.50'	307°247'	34.54'
C4	65.50'	31°38'36"	36.17'
C5	65.50'	61°51'21"	70.71'
C6	26.50'	61°51'21"	28.61'
C7	20.00'	90°00'00"	31.42'
C8	84.00'	15°54'07"	23.31'
C9	84.00'	30°52'08"	45.26'
C10	84.00'	17°22'31"	25.47'
C11	84.00'	64°08'46"	94.04'
C12	28.00'	64°08'46"	31.35'

LINE TABLE		
NO	BEARING	LENGTH
L1	N56°08'38"W	1.88' (M-PL)
L2	N33°51'22"E	23.50' (M-PL)
L3	N33°51'22"E	15.50' (M-PL)
L4	N36°08'47"E	23.50' (M-PL)
L5	N36°08'47"E	15.50' (M-PL)
L6	N36°08'47"E	23.50' (M-PL)
L7	N36°08'47"E	15.50' (M-PL)
L8	N81°59'52"W	15.50' (M-PL)
L9	N81°59'52"W	23.50' (M-PL)
L10	N08°00'08"E	20.89' (M-PL)
L11	N81°59'52"W	33.50' (M-PL)
L12	N81°59'52"W	22.50' (M-PL)
L13	N33°51'22"E	33.50' (M-PL)
L14	N33°51'22"E	22.50' (M-PL)
L15	N54°59'55"W	8.15' (M-M)
L16	N81°59'52"W	22.50' (M-PL)
L17	N08°00'08"E	0.75'
L18	N08°00'08"E	24.07'
L19	N53°51'13"W	7.75'
L20	N53°51'13"W	7.75'



**CITY OF NEWARK  
SUBDIVISION IMPROVEMENT AGREEMENT  
TRACT 8420  
SANCTUARY**

This Subdivision Improvement Agreement (hereinafter "Agreement") is made and entered into by and between the CITY OF NEWARK, a municipal corporation (hereinafter "City"), and KB SANCTUARY, LLC, a Delaware limited liability company (hereinafter "Developer"). City and Developer may be collectively referred to herein as the "parties."

**RECITALS**

- A.** In accordance with the Subdivision Map Act (California Government Code Sections 66410, *et seq.*), and the Subdivision Ordinance (Newark Municipal Code, Title 16, Chapters 16.04, 16.08, 16.12, 16.16, 16.20, and 16.32), and the Street Ordinance (Newark Municipal Code, Title 12, Chapters 12.04 and 12.08), the Developer has submitted to the City a Final Map (hereinafter "Final Map") for the Project known as Tract 8270 Sanctuary in Newark, California (hereinafter "Project").
- B.** The Project is geographically located within the boundaries of the Tentative Tract Map known as "Vesting Tentative Map Tract 8270, Sanctuary". The Tentative Map is on file with the City Engineer, and is incorporated herein by reference.
- C.** The City's approval of the Tentative Map was subject to specified conditions of approval (hereinafter "Conditions"). The Conditions are on file with the City Engineer, and are incorporated herein by reference.
- D.** Improvement Plans and Specifications have been prepared on behalf of the Developer, and approved by the City Engineer, which describe the improvements which are required to be constructed. The term "Plans and Specifications" shall include:
- *Improvement Plans for Sanctuary Village 4 Tract 8420*, dated \_\_\_\_\_ 2018, prepared by Carlson, Barbee & Gibson, Inc., \_\_\_ pages, approved by the City Engineer on \_\_\_\_\_, 2018

The Plans and Specifications are on file with the City Engineer, and are incorporated herein by reference.

**CITY OF NEWARK – SUBDIVISION IMPROVEMENT AGREEMENT  
TRACT 8420 Sanctuary**

E. Pursuant to that certain Purchase and Sale Agreement dated November 1, 2017 between Developer and LS-Newark, LLC (“Landsea”), Landsea is obligated to construct the improvements described in the Plans and Specifications.

**NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL COVENANTS AND CONDITIONS IDENTIFIED HEREIN, THE PARTIES HEREBY AGREE AS FOLLOWS:**

1. **SCOPE OF WORK.** The Developer shall perform, or cause to be performed, the Work described in the Plans and Specifications and the Conditions (hereinafter “Work”), to the satisfaction of the City Engineer. The Work shall be performed, and all materials and labor shall be provided, at the Developer’s sole cost and expense. No change shall be made to the Scope of Work unless authorized in writing by the City Engineer.
2. **PERMITS, LICENSES, AND COMPLIANCE WITH LAW.** The Developer shall, at the Developer’s expense, obtain and maintain all necessary permits and licenses for the performance of the Work. The Developer shall comply with all local, state, and federal laws, whether or not said laws are expressly stated in this Agreement.
3. **DEVELOPER’S AUTHORIZED REPRESENTATIVE.** At all times during the progress of the Work, Developer shall have a competent foreperson or superintendent (hereinafter “Authorized Representative”) on site with authority to act on behalf of the Developer. The Developer shall, at all times, keep the City Engineer informed in writing of the name and telephone number of the Authorized Representative. The Developer shall, at all times, keep the City Engineer informed in writing of the names and telephone numbers of all contractors and subcontractors performing the Work.
4. **IMPROVEMENT SECURITY.** The Developer shall, or cause its contractor, LS-Newark, LLC, a Delaware Limited Liability Company (hereinafter “LS-Newark”), to furnish faithful performance and labor and material security concurrently with the execution of this Agreement by the Developer, and prior to the commencement of any Work. The Developer shall, or cause LS-Newark, to furnish warranty security prior to the City’s acceptance of the Work. The form of the security shall be as authorized by the Subdivision Map Act (including Government Code Sections 66499, *et seq.*) and the Newark Municipal Code, and as set forth below:

CITY OF NEWARK – SUBDIVISION IMPROVEMENT AGREEMENT  
TRACT 8420 Sanctuary

not less than \$1,000,000 per accident for bodily injury and property damage.

**6(a)(3). Workers' Compensation** coverage as required by the State of California.

**6(b). Minimum Limits of Insurance.** It shall be a requirement under this Agreement that any available insurance proceeds broader than or in excess of the specified minimum Insurance coverage requirements and/or limits shall be available to the Additional Insured. Furthermore, the requirements for coverage and limits shall be (1) the minimum coverage and limits specified in this Agreement; or (2) the broader coverage and maximum limits of coverage of any Insurance policy or proceeds available to the named Insured; whichever is greater.

**6(c). Endorsements.** The insurance policies shall be endorsed as follows:

**6(c)(1).** For the commercial general liability insurance, the City (including its elected officials, employees, volunteers, and agents) shall be named as additional insured, and the policy shall be endorsed with a form at least as broad as ISO form CG 20 10 11 85.

**6(c)(2).** Developer's insurance is primary to any other insurance available to the City with respect to any claim arising out of this Agreement. Any insurance maintained by the City shall be excess of the Developer's insurance and shall not contribute with it.

**6(c)(3).** Developer's insurance will not be canceled, limited, or allowed to expire without renewal until after 30 days written notice has been given to the City. During the term of this Agreement, Consultant will not materially alter any of the policies or reduce any of the levels of coverage afforded by its insurance policies.

**6(c)(4).** Maintenance of proper insurance coverage in conformity with this Section 6 is a material element of this Agreement and failure to maintain or renew coverage or to provide evidence of coverage or renewal may be treated by City as a material breach of this Agreement.

**6(d). Qualifications of Insurers.** All insurance companies providing coverage to Developer shall be insurance organizations authorized by the Insurance Commissioner of the State of California to transact the business of insurance in the State of California, and shall have an A.M Best's rating of not less than "A:VII."

**7. REPORTING DAMAGES.** If any damage (including death, personal injury or property damage) occurs in connection with the performance of



CITY OF NEWARK – SUBDIVISION IMPROVEMENT AGREEMENT  
TRACT 8420 Sanctuary

- 4(a). **Faithful Performance.** Performance Bonds in the amount of \$2,629,000.00 to secure faithful performance of this Agreement (until the date on which the City Council accepts the Work as complete) pursuant to Government Code Sections 66499.1, 66499.4, and 66499.9.
- 4(b). **Labor and Material.** Materials Bonds in the amount of \$1,314,500.00 to secure payment by the Developer to laborers and materialmen pursuant to Government Code Sections 66499.2, 66499.3, and 66499.4.
- 4(c). **Warranty.** Performance Bonds in the amount of \$262,900.00 to secure faithful performance of this Agreement (from the date on which the City accepts the Work as complete until one year thereafter) pursuant to Government Code Sections 66499.1, 66499.4, and 66499.9.
5. **BUSINESS LICENSE.** The Developer shall apply for and pay the business license fees, in accordance with Newark Municipal Code Title 5, Chapter 5.04.
6. **INSURANCE.** The Developer shall, or cause LS-Newark, to maintain throughout the duration of this Agreement, insurance to cover Developer (including its agents, representatives, contractors, subcontractors, and employees) in connection with the performance of services under this Agreement. This Agreement identifies the minimum insurance levels with which Developer shall comply; however, the minimum insurance levels shall not relieve Developer of any other performance responsibilities under this Agreement (including the indemnity requirements), and Developer may carry, at its own expense, any additional insurance it deems necessary or prudent. Concurrently with the execution of this Agreement by the Developer, and prior to the commencement of any services, the Developer shall furnish written proof of insurance (certificates and endorsements), in a form acceptable to the City. Developer shall provide substitute written proof of insurance no later than 30 days prior to the expiration date of any insurance policy required by this Agreement.
- 6(a). **Minimum Insurance Levels.** Developer shall, or cause LS-Newark to, maintain insurance at the following minimum levels:
- 6(a)(1). Commercial General Liability** (with coverage at least as broad as ISO form CG 00 01 01 96) coverage in an amount not less than \$5,000,000 general aggregate and \$2,000,000 per occurrence for general liability, bodily injury, personal injury, and property damage.
- 6(a)(2). Automobile Liability** (with coverage at least as broad as ISO form CA 00 01 07 97, for “any auto”) coverage in an amount

CITY OF NEWARK – SUBDIVISION IMPROVEMENT AGREEMENT  
TRACT 8420 Sanctuary

this Agreement, Developer shall immediately notify the City Engineer's office by telephone at 510-578-4589, and Developer shall promptly submit to the City's Risk Manager and the City's Authorized Representative, a written report (in a form acceptable to the City) with the following information: (a) a detailed description of the damage (including the name and address of the injured or deceased person(s), and a description of the damaged property), (b) name and address of witnesses, and (c) name and address of any potential insurance companies.

8. **INDEMNIFICATION.** To the fullest extent permitted by law, Developer shall indemnify, hold harmless, and defend the City (including its elected officials, officers, volunteers, agents and employees) from and against any and all claims (including all litigation, demands, damages, liabilities, costs, and expenses, and including court costs and attorney's fees) resulting or arising from performance, or failure to perform, under this Agreement (with the exception of the sole negligence or willful misconduct of the City).
  
9. **TIME OF PERFORMANCE.** Time is of the essence in the performance of the Work, and the timing requirements set forth herein shall be strictly adhered to unless otherwise modified in writing in accordance with this Agreement. The Developer shall submit all requests for extensions of time to the City, in writing, no later than ten (10) days after the start of the condition which purportedly caused the delay, and not later than the date on which performance is due.
  - 9(a). **Commencement of Work.** No later than fifteen (15) days prior to the commencement of Work, the Developer shall provide written notice to the City Engineer of the date on which the Developer shall commence Work. The Developer shall not commence Work until after the notice required by this section is properly provided, and the Developer shall not commence Work prior to the date specified in the written notice.
  
  - 9(b). **Schedule of Work.** Concurrently with the written notice of commencement of Work, the Developer shall provide the City with a written schedule of Work, which shall be updated in writing as necessary to accurately reflect the Developer's prosecution of the Work.
  
  - 9(c). **Completion of Work.** The Developer shall complete all Work by no later than two (2) years after the City's execution of this Agreement.

CITY OF NEWARK – SUBDIVISION IMPROVEMENT AGREEMENT  
TRACT 8420 Sanctuary

10. **INSPECTION BY THE CITY.** In order to permit the City to inspect the Work, the Developer shall, at all times, provide to the City proper and safe access to the Project site, and all portions of the Work, and to all shops wherein portions of the Work are in preparation.
11. **DEFAULT.** If either party (“demanding party”) has a good faith belief that the other party (“defaulting party”) is not complying with the terms of this Agreement, the demanding party shall give written notice of the default (with reasonable specificity) to the defaulting party, and demand the default to be cured within ten days of the notice. If: (a) the defaulting party fails to cure the default within ten days of the notice, or, (b) if more than ten days are reasonably required to cure the default and the defaulting party fails to give adequate written assurance of due performance within ten days of the notice, then (c) the demanding party may terminate this Agreement upon written notice to the defaulting party.
- 11(a). The Developer shall be in default of this Agreement if the City Engineer determines that any one of the following conditions exist:
- 11(a)(1). The Developer is insolvent, bankrupt, or makes a general assignment for the benefit of its creditors.
- 11(a)(2). The Developer abandons the Project site.
- 11(a)(3). The Developer fails to perform one or more requirements of this Agreement.
- 11(a)(4). The Developer fails to replace or repair any damage caused by Developer or its agents, representatives, contractors, subcontractors, or employees in connection with performance of the Work.
- 11(a)(5). The Developer violates any legal requirement related to the Work.
- 11(b). In the event that the Developer fails to cure the default, the City may, in the discretion of the City Engineer, take any or all of the following actions:
- 11(b)(1). Cure the default and charge the Developer for the costs therefor, including administrative costs and interest in an amount equal to seven percent (7 %) per annum from the date of default.
- 11(b)(2). Demand the Developer to complete performance of the Work.
- 11(b)(3). Demand the Developer’s surety (if any) to complete performance of the Work.
12. **ACCEPTANCE OF WORK.** Prior to acceptance of the Work by the City Engineer, the Developer shall be solely responsible for maintaining the quality of the Work, and maintaining safety at the Project site. The

CITY OF NEWARK – SUBDIVISION IMPROVEMENT AGREEMENT  
TRACT 8420 Sanctuary

Developer's obligation to perform the Work shall not be satisfied until after the City Engineer has made a written determination that all obligations of the Agreement have been satisfied and all outstanding fees and charges have been paid, and the City Engineer has accepted the Work as complete.

13. **WARRANTY PERIOD.** The Developer shall warrant the quality of the Work, in accordance with the terms of the Plans and Specifications, for a period of one year after acceptance of the Work by the City. In the event that (during the one year warranty period) any portion of the Work is determined by the City Engineer to be defective as a result of an obligation of the Developer under this Agreement, the Developer shall be in default.
14. **RELATIONSHIP BETWEEN THE PARTIES.** Developer is, and at all times shall remain, an independent contractor solely responsible for all acts of its employees, agents, contractors, or subcontractors, including any negligent acts or omissions. Developer is not City's agent, and shall have no authority to act on behalf of the City, or to bind the City to any obligation whatsoever, unless the City provides prior written authorization to Developer.
15. **CONFLICTS OF INTEREST PROHIBITED.** Developer (including its employees, agents, contractors, and subcontractors) shall not maintain or acquire any direct or indirect interest that conflicts with the performance of this Agreement. If Developer maintains or acquires a conflicting interest, any contract with the City (including this Agreement) involving Developer's conflicting interest may be terminated by the City.
16. **NONDISCRIMINATION.** Developer shall comply with all applicable federal, state, and local laws regarding nondiscriminatory employment practices, whether or not said laws are expressly stated in this Agreement. Developer shall not discriminate against any employee or applicant because of race, color, religious creed, national origin, physical disability, mental disability, medical condition, marital status, sexual orientation, or sex.
17. **NOTICES.** All notices required or contemplated by this Agreement shall be in writing and shall be delivered to the respective party as set forth in this section. Communications shall be deemed to be effective upon the first to occur of: (a) actual receipt by a party's Authorized Representative, or (b) actual receipt at the address designated below, or (c) three working days following deposit in the United States Mail of registered or certified mail sent to the address designated below. The Authorized Representative of either party may modify their respective contact

CITY OF NEWARK – SUBDIVISION IMPROVEMENT AGREEMENT  
TRACT 8420 Sanctuary

information identified in this section by providing notice to the other party.

**TO: City of Newark**

Attn: City Engineer  
37101 Newark Boulevard  
Newark, CA 94560

**To: KB Sanctuary, LLC**

5000 Executive Parkway #125  
San Ramon, CA 94583  
Attn: Jeffrey McMullen

18. **HEADINGS.** The heading titles for each paragraph of this Agreement are included only as a guide to the contents and are not to be considered as controlling, enlarging, or restricting the interpretation of the Agreement.
19. **SEVERABILITY.** If any term of this Agreement (including any phrase, provision, covenant, or condition) is held by a court of competent jurisdiction to be invalid or unenforceable, the Agreement shall be construed as not containing that term, and the remainder of this Agreement shall remain in full force and effect; provided, however, this paragraph shall not be applied to the extent that it would result in a frustration of the parties' intent under this Agreement.
20. **GOVERNING LAW, JURISDICTION, AND VENUE.** The interpretation, validity, and enforcement of this Agreement shall be governed by and interpreted in accordance with the laws of the State of California. Any suit, claim, or legal proceeding of any kind related to this Agreement shall be filed and heard in a court of competent jurisdiction in the County of Alameda.
21. **ATTORNEY'S FEES.** In the event any legal action is commenced to enforce this Agreement, the prevailing party is entitled to reasonable attorney's fees, costs, and expenses incurred.
22. **ASSIGNMENT AND DELEGATION.** This Agreement, and any portion thereof, shall not be assigned or transferred, nor shall any of the Developer's duties be delegated, without the written consent of the City. Any attempt to assign or delegate this Agreement without the written consent of the City shall be void and of no force or effect. A consent by the City to one assignment shall not be deemed to be a consent to any subsequent assignment.
23. **MODIFICATIONS.** This Agreement may not be modified orally or in any manner other than by an agreement in writing signed by both parties.

CITY OF NEWARK – SUBDIVISION IMPROVEMENT AGREEMENT  
TRACT 8420 Sanctuary

24. **WAIVERS.** Waiver of a breach or default under this Agreement shall not constitute a continuing waiver or a waiver of a subsequent breach of the same or any other provision of this Agreement.
25. **CONFLICTS.** If any conflicts arise between the terms and conditions of this Agreement and the terms and conditions of the attached exhibits or any documents expressly incorporated, the terms and conditions of this Agreement shall control.
26. **ENTIRE AGREEMENT.** This Agreement, including all documents incorporated herein by reference, comprises the entire integrated understanding between the parties concerning the Work described herein. This Agreement supersedes all prior negotiations, agreements, and understandings regarding this matter, whether written or oral. The documents incorporated by reference into this Agreement are complementary; what is called for in one is binding as if called for in all.
27. **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 the Developer and the City. This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

**CITY OF NEWARK – SUBDIVISION IMPROVEMENT AGREEMENT  
TRACT 8420 Sanctuary**

**IN WITNESS WHEREOF**, the City and Developer do hereby agree to the full performance of the terms set forth herein.

**KB SANCTUARY, LLC**  
a Delaware limited liability company

By:   
Jeffrey P. McMullen  
SVP, Land Acquisition

**CITY OF NEWARK,**  
a municipal corporation

By: \_\_\_\_\_  
Alan L. Nagy, Mayor

ATTEST:

\_\_\_\_\_  
Sheila Harrington, City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
David J. Benoun, City Attorney

2643469.2

RESOLUTION NO.

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF  
NEWARK APPROVING W2018-003, A WAIVER REQUEST  
TO ALLOW UP TO 10% RELIEF FROM DIMENSIONAL  
REQUIREMENTS OF REQUIRED SETBACKS FOR TRACT  
8420 – SANCTUARY VILLAGE 4

WHEREAS, Mr. Charles Hazelbaker has filed with the City of Newark an application for waiver request to allow up to 10% relief from dimensional requirements of required setbacks for Tract 8420; and

PURSUANT to the Newark Zoning Ordinance Section 17.37.30.B, the City Council in its regular meeting reviewed the said application at 7:30 p.m. on July 26, 2018 at the City Administration Building, 37101 Newark Boulevard, Newark, California; and

WHEREAS, pursuant to Chapter 17.37 (Waivers), Section 17.37.040 (Required Findings) of Newark Zoning Ordinance, the City Council hereby makes the following findings:

- A. The waiver is necessary due to the physical characteristics of the property and the proposed use or structure or other circumstances, including, but not limited to, topography, noise exposure, irregular property boundaries, or other unusual circumstance.
- B. There are no alternatives to the requested waiver that could provide an equivalent level of benefit to the applicant with less potential detriment to surrounding owners and occupants or to the general public.
- C. The granting of the requested waiver would not be detrimental to the health or safety of the public or the occupants of the property or result in a change in land use or density that would be inconsistent with the requirements of this Ordinance.

NOW, THEREFORE, BE IT RESOLVED that the City Council does hereby approves this application as shown on Exhibit A, Final Map for Tract 8420 subject to compliance with the following conditions:

Planning Division

- a. The project shall conform to all the conditions of Tract Map 8420.
- b. The waiver shall apply to lots 295, 301, 315, 367, 356 and 359.

General

- c. All proposed changes from approved exhibits shall be submitted to the Community Development Director who shall decide if they warrant Planning Commission and City



Council review and, if so decided, said changes shall be submitted for the Commission's and Council's review and decision. The applicant shall pay the prevailing fee for each additional separate submittal of project exhibits requiring Planning Commission and/or City Council review and approval.

- d. If any condition of this Waiver be declared invalid or unenforceable by a court of competent jurisdiction, this waiver shall terminate and be of no force and effect, at the election of the City Council on motion.
- e. The applicant hereby agrees to defend, indemnify, and save harmless the City of Newark, its Council, boards, commissions, officers, employees and agents, from and against any and all claims, suits, actions, liability, loss, damage, expense, cost (including, without limitation, attorneys' fees, costs and fees of litigation) of every nature, kind or description, which may be brought by a third party against, or suffered or sustained by, the City of Newark, its Council, boards, commissions, officers, employees or agents to challenge or void the permit granted herein or any California Environmental Quality Act determinations related thereto.
- f. In the event that any person should bring an action to attack, set aside, void or annul the City's approval of this project, the applicant shall defend, indemnify and hold harmless the City and/or its agents, officers and employees from any claim, action, or proceeding against the City and/or its agents, officers and employees with counsel selected by the applicant (which shall be the same counsel used by applicant) and reasonably approved by the City. Applicant's obligation to defend, indemnify and hold harmless the City and/or its agents, officers and employees shall be subject to the City's compliance with Government Code Section 66474.9.
- f. The Conditions of Project Approval set forth herein may include certain fees, dedication requirements, reservation requirements and other exactions. Pursuant to Government Code Section 66020(d)(1), these Conditions constitute written notice of a statement of the amount of such fees, and a description of the dedications, reservations and other exactions. The applicant is hereby further notified that the 90-day approval period in which the applicant may protest these fees, dedications, reservations and other exactions, pursuant to Government Code Section 66020(a), has begun. If the applicant fails to file a protest within this 90-day period complying with all of the requirements of Section 66020, the applicant will be legally barred from later challenging such exactions.



City of Newark

MEMO

**DATE:** July 16, 2018  
**TO:** City Council  
**FROM:** Sheila Harrington, City Clerk *A.H.*  
**SUBJECT:** Approval of Audited Demands for the City Council Meeting of July 26, 2018.

**REGISTER OF AUDITED DEMANDS**

US Bank General Checking Account

<u>Check Date</u>		<u>Check Numbers</u>	
July 06, 2018	Page 1-2	115026 to 115094	Inclusive
July 12, 2018	Page 1-2	115095 to 115159	Inclusive



City of Newark

MEMO

**DATE:** July 16, 2018  
**TO:** Sheila Harrington, City Clerk  
**FROM:** Susie Woodstock, Administrative Services Director *SW*  
**SUBJECT:** Approval of Audited Demands for the City Council Meeting of July 26, 2018.

The attached list of Audited Demands is accurate and there are sufficient funds for payment.

1

Final Disbursement List. Check Date 07/12/18, Due Date 07/23/18, Discount Date 07/23/18. Computer Checks.  
Bank 1001 US BANK

MICR Check#	Vendor Number	Payee	Check Date	Check Amount	Description
115095	10736	ABACUS PRODUCTS INC	07/12/18	388.18	CITY LETTERHEAD/ENVELOPES
115096	149	ABAG PLAN CORPORATION C/O BICKMORE	07/12/18	10,375.12	DEDUCTIBLE COSTS
115097	11362	ANNETTE PAREDES	07/12/18	24.70	EXPENSE REIMBURSEMENT
115098	9888	BUREAU VERITAS NORTH AMERICA INC.	07/12/18	412.42	YEAR END BUILDING INSPECTION SERVICES
115099	1513	BURTON'S FIRE INC	07/12/18	767.52	FIRE ENGINE SERVICE
115100	6533	CA POLICE CHIEFS ASSOC	07/12/18	695.00	CPCA MEMBERSHIP FY 18/19
115101	11550	CAL ENGINEERING & GEOLOGY, INC.	07/12/18	2,780.00	GEOTECHNICAL CONSULTING SERVICES
115102	1380	CHRISP COMPANY	07/12/18	8,901.50	CIP #1159 CITYWIDE THERMOPLASTIC STREET
115103	11413	CINDY K. HULL & ASSOCIATES FORENSIC CONS	07/12/18	562.50	LATENT PRINTS
115104	2384	CLOVERLEAF FAMILY BOWL ATTENTION: MIKE H	07/12/18	450.00	SDC TRIP TO CLOVERLEAF BOWL ON 7/19/18
115105	3751	BRYAN COBB	07/12/18	18.74	EXPENSE REIMBURSEMENT
115106	10060	COMCAST	07/12/18	74.86	CABLE SVCS
115107	11076	CRIME SCENE CLEANERS INC	07/12/18	70.00	CRIME SCENE CLEANERS
115108	242	CROP PRODUCTION SERVICES, INC.	07/12/18	4,203.43	MISC CHEMICALS FOR PARKS
115109	11549	CSG CONSULTANTS, INC.	07/12/18	7,895.00	ENGINEERING PLAN CHECK AND INSPECTION SE
115110	10793	IRENE KUMAR	07/12/18	400.00	RENTAL DEPOSIT REFUND
115111	10793	SHUMONA QAOSAR	07/12/18	172.50	RENTAL DEPOSIT REFUND
115112	3728	DEPARTMENT OF JUSTICE ACCOUNTING OFFICE	07/12/18	658.00	FINGERPRINTING FEES
115113	11392	DIANA CANGCO	07/12/18	115.00	EXPENSE REIMBURSEMENT
115114	11015	EAST BAY LAWN MOWER	07/12/18	98.76	FLEET SUPPLIES AND MAINT
115115	11343	ENVIRONMENTAL LOGISTICS, INC.	07/12/18	10,708.97	CONTRACT 17043 HAZARDOUS WASTER E-WASTER
115116	4731	EWING IRRIGATION PRODUCTS INC	07/12/18	91.13	PROJECT 1195 PARK TREE GRID PRUNING
115117	10642	FASTENAL COMPANY	07/12/18	739.85	PARK SUPPLIES
115118	2986	FIRESTONE PHOTOGRAPHY	07/12/18	187.86	UB LT HIGBEE PORTRAIT
115119	153	FOLGERGRAPHICS, INC	07/12/18	2,617.54	PUBLISH CITY NEWSLETTER
115120	5106	CITY OF FREMONT REVENUE DIVISION	07/12/18	8,189.88	SHELTER OPERATING EXPS
115121	2208	CHERYL GALVEZ	07/12/18	30.69	EXPENSE REIMBURSEMENT
115122	11636	JESSICA GURULE	07/12/18	43.55	EXPENSE REIMBURSEMENT
115123	11290	HAWK ANALYTICS, INC.	07/12/18	3,995.00	HAWK ANALYTICS FY 18/19
115124	11595	SALVADOR HERNANDEZ	07/12/18	180.40	EXPENSE REIMBURSEMENT
115125	11594	JUAN HERRERA	07/12/18	180.94	EXPENSE REIMBURSEMENT
115126	11638	CHRISTOPHER HO	07/12/18	19.84	EXPENSE REIMBURSEMENT
115127	11566	PHALATSAMY HUYNH	07/12/18	4.58	EXPENSE REIMBURSEMENT
115128	11130	DANIEL KHAIRY	07/12/18	33.79	EXPENSE REIMBURSEMENT
115129	10486	SHAKATI KHALSA	07/12/18	218.50	RECREATION CONTRACT
115130	10298	MANAGED HEALTH NETWORK BANK OF AMERICA	07/12/18	379.44	EMPLOYEE ASSISTANCE PROGRAM
115131	11309	MANUEL FERNANDEZ CONSTRUCTION	07/12/18	9,912.77	MISC PARK REPAIR WORK
115132	9029	MEYERS NAVE RIBACK SILVER & WILSON	07/12/18	3,628.90	LITIGATION & LEGAL CONSULTING SRVCS
115133	11455	NATIONAL DATA & SURVEYING SERVICES	07/12/18	95.00	CIP #1160 TRAFFIC CALMING
115134	10865	NEW IMAGE LANDSCAPE	07/12/18	14,336.30	LANDSCAPE MAINTENANCE
115135	5681	OMNI-MEANS LTD DEPT LA 24696	07/12/18	6,751.00	TRAFFIC ENGINEERING AND TRANSPORTATION P
115136	349	PACIFIC GAS & ELECTRIC	07/12/18	60,714.12	STREETLIGHTS AND TRAFFIC SIGNALS
115137	11322	PAPA JOHNS PIZZA	07/12/18	671.19	FOOD FOR PARTIES AND CAFE
115138	10729	PETTY CASH CUSTODIAN-POLICE BEVERLY RYAN	07/12/18	419.81	PETTY CASH REPLENISHMENT V#3022-3031
115139	10729	PETTY CASH CUSTODIAN-PUBLIC WORKS MYVAN	07/12/18	114.00	PETTY CASH REPLENISHMENT V#056-058
115140	1772	POWER MAINTENANCE CORPORATION	07/12/18	1,950.00	DISPATCH UPS SYSTEM
115141	11376	QUINCY ENGINEERING INC	07/12/18	55,430.30	PROFESSIONAL ENGINEERING SERVICES FOR CE
115142	11234	RAY MORGAN COMPANY	07/12/18	2,653.01	COPIER LEASE AGREEMENT
115143	1282	EDDA RIVERA	07/12/18	21.18	EXPENSE REIMBURSEMENT
115144	11074	RUTAN & TUCKER LLP	07/12/18	6,508.00	LITIGATION & LEGAL CONSULTING
115145	2752	SSDTTF	07/12/18	529.00	PATROL POST TRAINING

Final Disbursement List. Check Date 07/12/18, Due Date 07/23/18, Discount Date 07/23/18. Computer Checks.

Bank 1001 US BANK

MICR Check#	Vendor Number	Payee	Check Date	Check Amount	Description
115146	11305	SAN DIEGO COUNTY LAW ENFORCEMENT EXPLORE	07/12/18	2,990.00	EXPLORER ACADEMY BALANCE DUE
115147	11098	SILVER & WRIGHT LLP	07/12/18	16,859.26	LITIGATION & LEGAL CONSULTING SRVCS
115148	11630	BOBBE SKILES	07/12/18	500.00	UB SIGN LANGUAGE INTERP
115149	11396	SWA SERVICES GROUP INC	07/12/18	28,872.54	JANITORIAL SERVICES
115150	11542	TRB + ASSOCIATES, INC.	07/12/18	5,274.44	YE PLAN REVIEW SERVICES
115151	6797	US BANK CORPORATE PAYMENT	07/12/18	20,495.37	US BANK CC PAYMENT 06/22/18
115152	363	UNITED STATES POSTMASTER	07/12/18	2,946.00	POSTAGE FOR FALL ACTIVITIES GUIDE
115153	11637	ALICIA VALDIVIA	07/12/18	17.33	EXPENSE REIMBURSEMENT
115154	5623	VERIZON WIRELESS	07/12/18	3,899.32	IPHONE SVC
115155	5623	VERIZON BUSINESS SERVICES	07/12/18	613.83	CELL SVC FOR MDT'S
115156	11417	WHOLESALE DISTRIBUTION ALLIANCE	07/12/18	870.30	GOGGLES FOR RESALE
115157	10812	WRA	07/12/18	276.00	THE LAKE WATER QUALITY TESTING
115158	11466	YORK	07/12/18	3,028.92	WORKERS COMPENSATION CLAIMS
115159	3245	ZUMAR INDUSTRIES INC	07/12/18	4,120.90	PROJECT 1173 STREET SIGNS
Total				321,183.98	

Final Disbursement List. Check Date 07/06/18, Due Date 07/16/18, Discount Date 07/16/18. Computer Checks.  
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MICR Check#	Vendor Number	Payee	Check Date	Check Amount	Description
115026	284	INFORMATION TECHNOLOGY DEPARTMENT ATTN:	07/06/18	1,152.24	AWS ACCESS FEES
115027	11294	AMERICAN TECHNOLOGIES, INC CORPORATE OFF	07/06/18	2,904.00	ABATEMENT & TESTING REC CONTAINER
115028	11408	APPLIED AIR FILTERS	07/06/18	175.82	FILTERS
115029	100	ARC DOCUMENT SOLUTIONS	07/06/18	116.72	CIP #1179 AND CIP #1180 SPECIFICATIONS P
115030	10990	BADAWI & ASSOCIATES	07/06/18	27,270.00	AUDITING SERVICES FY17/18
115031	1963	BAILEY FENCE COMPANY INC	07/06/18	1,951.00	FENCE REPAIRS
115032	134	BATTERY SYSTEMS INC ATTN: ACCOUNTS RECEI	07/06/18	16.84	FLEET BATTERIES
115033	4534	BAY AREA BARRICADE SERVICE INC	07/06/18	428.03	MISC STREET SIGNS
115034	11457	SARAH BOWAB	07/06/18	100.00	EDUCATIONAL REIMBURSEMENT
115035	10261	CARBONIC SERVICE	07/06/18	336.50	POOL CHEMICALS
115036	10060	COMCAST	07/06/18	31.59	CABLE FOR SERVICE CTR
115037	10650	BILLY HAWKINS	07/06/18	144.76	UUT REFUND
115038	10793	CORINA CARCAMO	07/06/18	281.70	CLASS REFUND
115039	10793	PADINA MALEKI	07/06/18	422.00	CLASS REFUND
115040	10793	REAL FAMILY CHURCH	07/06/18	140.00	RENTAL DEPOSIT REFUND
115041	10793	JEWISH COMMUNITY CTR SF	07/06/18	164.00	RENTAL DEPOSIT REFUND
115042	41	DALE HARDWARE	07/06/18	1,831.79	FLEET SUPPLIES
115043	63	THE GOODYEAR TIRE & RUBBER CO	07/06/18	5,226.65	TIRES
115044	10794	DUKE DE LEON	07/06/18	315.00	VIDEO RECORDING SERVICES
115045	1778	DISCOUNT SCHOOL SUPPLY	07/06/18	1,372.10	SUPPLIES FOR PRESCHOOL
115046	11081	DEPARTMENT OF GENERAL SERVICES DIVISION	07/06/18	143.74	CA STATE CASP FEES (AB1379)
115047	10575	ALHAMBRA	07/06/18	73.58	WATER SERVICE FOR SDC
115048	9511	DWYS LLC DBA RENAISSANCE TOTS, LLC ATTN	07/06/18	574.50	RECREATION CONTRACT Reinstated from clai
115049	11015	EAST BAY LAWN MOWER	07/06/18	4,341.03	FLEET SUPPLIES AND MAINT
115050	4731	EWING IRRIGATION PRODUCTS INC	07/06/18	2,964.20	PARK IRRIGATION SUPPLIES
115051	10642	FASTENAL COMPANY	07/06/18	191.18	PARK SUPPLIES
115052	10983	G BORTOLOTTO & CO INC	07/06/18	48,678.18	RETENTION FEES FOR PRJ 1141
115053	11157	JASON GERMANO	07/06/18	200.00	RESERVE UNIF ALLOWANCE
115054	10999	GURUS EDUCATIONAL SERVICES RITA KHURANA	07/06/18	1,124.50	RECREATION CONTRACT
115055	10707	GYM DOCTORS	07/06/18	167.56	GYM MAINTENANCE
115056	11595	SALVADOR HERNANDEZ	07/06/18	415.84	EXPENSE REIMBURSEMENT
115057	1591	PHILIP H HOLLAND	07/06/18	200.00	RESERVE UNIF ALLOWANCE
115058	11490	LORENZO HOULE	07/06/18	688.68	EDUCATIONAL REIMBURSEMENT
115059	7593	BRUCE HOWCROFT	07/06/18	200.00	RESERVE UNIF ALLOWANCE
115060	187	INDUSTRIAL SAFETY SUPPLY CORPORATION	07/06/18	212.85	MISC SAFETY SUPPLIES
115061	11389	ISH AMITIJ KOUR	07/06/18	3,421.80	RECREATION CONTRACT
115062	5069	KIDZ LOVE SOCCER	07/06/18	1,223.40	RECREATION CONTRACT
115063	7964	KNORR SYSTEMS INC	07/06/18	4,495.36	POOL CHEMICALS AND MTC.
115064	277	LAKESHORE LEARNING MATERIALS	07/06/18	1,009.50	SUPPLIES FOR PRESCHOOL
115065	11309	MANUEL FERNANDEZ CONSTRUCTION	07/06/18	1,659.09	SUMMER CLEANING
115066	11618	MARTIN AND THE GREEN GUITAR	07/06/18	300.00	PERFORMANCE FOR ASH ON 7/16/18
115067	11271	MASAKO MUSIC STUDIO MASAKO YAMAMOTO	07/06/18	724.80	RECREATION CONTRACT
115068	10907	MICHAEL YORKS	07/06/18	3,075.00	BACKGROUND INVESTIGATIONS
115069	6	KAREN MORALDA	07/06/18	199.18	EXPENSE REIMBURSEMENT
115070	1409	LAWRENCE E MURPHY PHD CONSULTING PSYCHOL	07/06/18	1,400.00	PSYCHOLOGICAL EVALUATIONS
115071	10947	NET TRANSCRIPTS	07/06/18	129.25	TRANSCRIPTION SVCS
115072	349	PACIFIC GAS & ELECTRIC	07/06/18	14.12	CITY ELECTRIC & GAS
115073	11322	PAPA JOHNS PIZZA	07/06/18	940.68	FOOD FOR THE CAFE
115074	78	PERFORMANCE PEST MANAGEMENT LPC SERVICES	07/06/18	519.00	PEST CONTROL
115075	10729	PETTY CASH CUSTODIAN-CASHIER RAQUEL THOM	07/06/18	117.02	PETTY CASH REPLENISHMENT
115076	10729	PETTY CASH CUSTODIAN-MAINTENANCE/AMY DAV	07/06/18	180.65	PETTY CASH REPLENISHMENT

Final Disbursement List. Check Date 07/06/18, Due Date 07/16/18, Discount Date 07/16/18. Computer Checks.

Bank 1001 US BANK

MICR Check#	Vendor Number	Payee	Check Date	Check Amount	Description
115077	10729	PETTY CASH CUSTODIAN-RECREATION JESSICA	07/06/18	737.93	PETTY CASH REPLENISHMENT
115078	329	PHOENIX GROUP INFORMATION SYSTEMS	07/06/18	345.00	PARKING CITATION PROGRAM
115079	750	DARRYL REINA	07/06/18	673.50	RECREATION CONTRACT
115080	11573	REYES COCA-COLA BOTTLING LLC.	07/06/18	1,135.32	COCA-COLA ORDER FOR CAFE
115081	279	S & S WORLDWIDE INC ACCOUNTS RECEIVABLE	07/06/18	16.99	SUPPLIES FOR PRESCHOOL
115082	11476	MEGHA SALPEKAR	07/06/18	875.00	RECREATION CONTRACT
115083	5164	SAN MATEO REGIONAL NETWORK INC SMRN.COM	07/06/18	170.00	SAN MATEO REGIONAL NETWORK SPAM FILTER A
115084	10764	SPRINT	07/06/18	60.00	CALL DETAIL RECORDS
115085	40	STAPLES ADVANTAGE DEPT LA	07/06/18	2,623.17	OFFICE SUPPLIES
115086	11306	SUPERION	07/06/18	733.33	ANNUAL TRAKIT LICENSE AND MAINTENANCE FE
115087	11619	JAMES ZINI	07/06/18	349.00	SDC & CHILD CARE ENTERTAINMENT ON 7/13/1
115088	5463	MARY TEIXEIRA	07/06/18	10.36	EXPENSE REIMBURSEMENT
115089	2342	TELEPATH CORPORATION	07/06/18	675.00	PROJECT 2018-1 BUILD OF 2 SIENNA'S
115090	1765	TEMPERATURE TECHNOLOGY INC.	07/06/18	769.38	HVAC REPAIR
115091	2038	U S BANK CM-9690	07/06/18	980.00	LOIB AID# 26 REASSESSMENT & REFUNDING OF
115092	7517	U S FOODS INC SAN FRANCISCO	07/06/18	2,772.10	CAFE FOOD
115093	10998	GARY M SHELDON VBS SERVICES	07/06/18	250.00	BLOOD WITHDRAWAL SVC
115094	5623	VERIZON WIRELESS	07/06/18	1,108.76	VERIZON ANNUAL CELL SERVICE
Total				138,250.27	

**M.1 Closed Session for conference with legal counsel on existing litigation pursuant to Government Code Section 54956.9(d)(1) *Roderick Hogan v. City of Newark, et. al* Workers Compensation Appeals Board, Case Numbers: ADJ10421980; ADJ11119563 – from Human Resources Director Abe.**

**Background/Discussion** – City staff has requested a closed session to discuss existing litigation pursuant to Government Code Section 54956.9(d)(1).



**M.2 Closed session for conference with Legal Counsel pursuant to Government Code Section 54956.9(d)(2), Anticipated Litigation: One case – City Attorney Benoun.**

**Background/Discussion** – City staff has requested that the City Council convene in closed session pursuant to Government Code Section 54956.9(d)(2), Anticipated Litigation: one case.