

ORDINANCE NO. 2033

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PLEASANTON APPROVING THE CITY-INITIATED REZONING OF THE NEARON PROPERTY (5725 WEST LAS POSITAS BOULEVARD), AS FILED UNDER CASE P11-0919

WHEREAS, the City of Pleasanton has initiated the rezoning of the Nearon property (Site 9) located at 5725 West Las Positas Boulevard (APN 941-2764-015-00) from the Planned Unit Development - Industrial/Commercial-Office (PUD-I/C-O) District to the Planned Unit Development - High Density Residential (PUD-HDR) District; and

WHEREAS, a Supplemental Environmental Impact Report was prepared for this project, and a resolution certifying the Environmental Impact Report as complete and adequate in compliance with the California Environmental Quality Act was adopted on January 4, 2012; and

WHEREAS, at its meeting of January 4, 2012, the City Council received the Planning Commission's positive recommendation for approval of the rezoning of the Nearon property; and

WHEREAS, a duly noticed public hearing was held on January 4, 2012; and

WHEREAS, after consideration of the staff report, the materials presented, and comment at the public hearing, the City Council determined that the proposed rezoning of the Nearon property is appropriate; and

WHEREAS, the rezoning of the Nearon property is consistent with the General Plan, adopted on July 21, 2009.

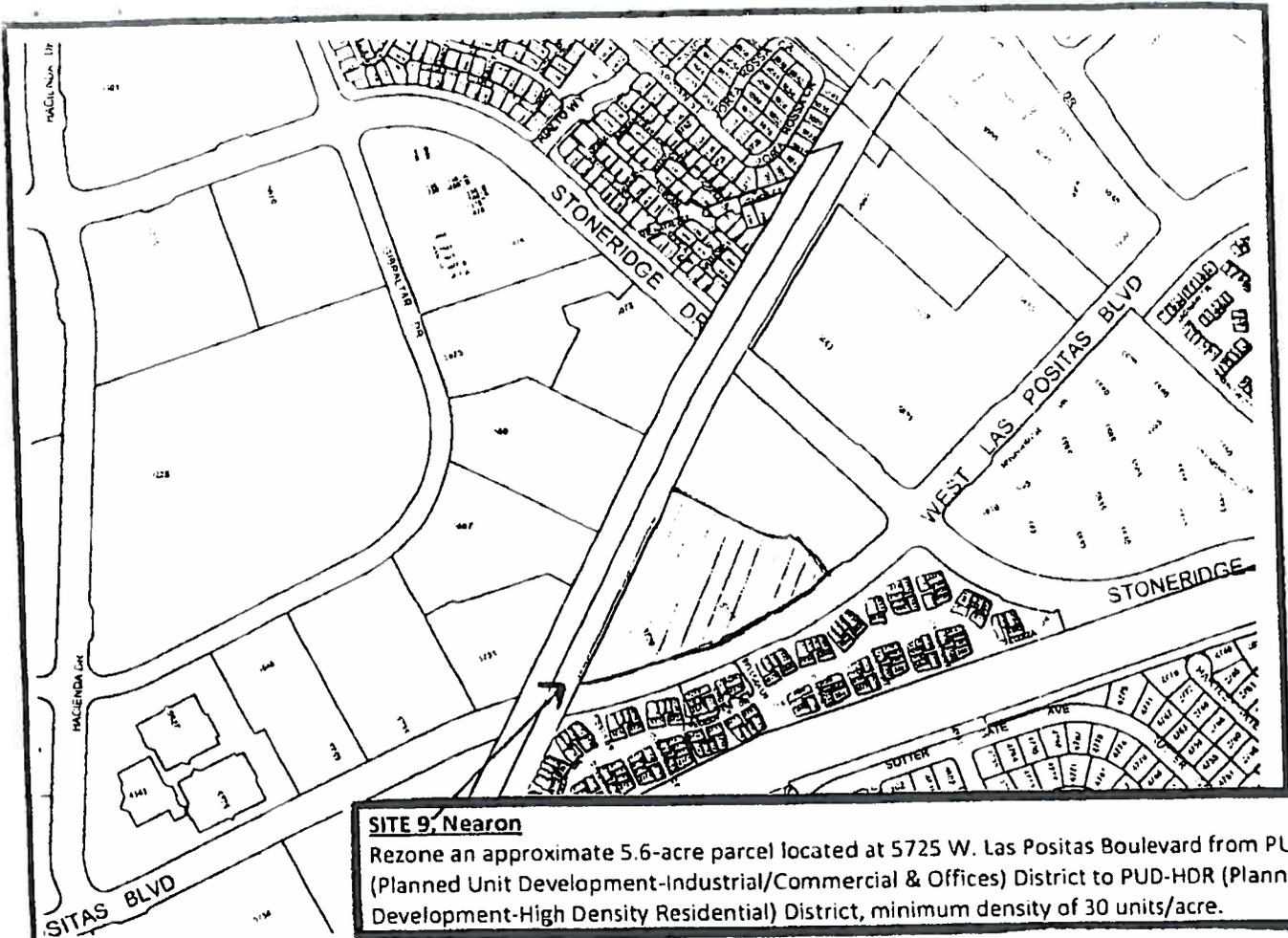
NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF PLEASANTON DOES HEREBY ORDAIN AS FOLLOWS:

Section 1. The City Council finds that the rezoning of the Nearon property is consistent with the General Plan, adopted on July 21, 2009

Section 2. The rezoning of the Nearon property (Site 9) located at 5725 West Las Positas Blvd. (APN 941-2764-015-00) from Planned Unit Development - Industrial/Commercial-Office (PUD-I/C-O) to Planned Unit Development-High Density Residential (PUD-HDR), allowing residential development at a minimum density of 30 units per acre, is hereby approved.

Section 3. Except as otherwise specified herein, all existing conditions and requirements of the approved Hacienda PUD development plans and design guidelines and City-approved major and minor modifications thereto, shall remain in full force and effect.

Section 4. The Zoning Map of the City of Pleasanton, dated April 18, 1960, on file with the City Clerk, designating and dividing the City into zoning districts, is hereby amended by Zoning Unit Map No. 485, attached hereto as Exhibit A, dated January 4, 2012, and incorporated herein by this reference.

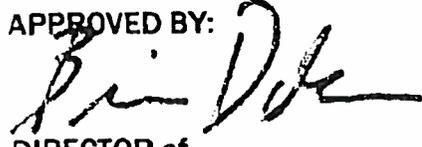


SITE 9, Nearon
 Rezone an approximate 5.6-acre parcel located at 5725 W. Las Positas Boulevard from PUD-I/C-O (Planned Unit Development-Industrial/Commercial & Offices) District to PUD-HDR (Planned Unit Development-High Density Residential) District, minimum density of 30 units/acre.

CITY OF PLEASANTON PLANNING DIVISION

Ordinance No. 2033 Zoning Unit Map No. 485

DRAWN BY:
 T. Snyder

APPROVED BY:

 DIRECTOR of
 COMMUNITY DEVELOPMENT

DATE:
 January 4, 2012

SCALE:
 1" = 300'

SEC. NO.:
 P11-0919 (Rezone)

28

RECORDING REQUESTED BY:
FIRST AMERICAN TITLE

D131-61176 Data



2004355768

08/04

OFFICE OF RECORDS OF ALAMEDA COUNTY
PATRICIA O'CONNELL
RECORDING FEE: 43.00



13 PGS

RECORDING REQUESTED BY AND
WHEN RECORDED RETURN TO:

Nearon Enterprises, LLC
500 La Gonda Way, Suite 210
Danville, CA 94526
Attn: Tony Perino, Executive Vice President

A15
13
RW

RECIPROCAL EASEMENT AGREEMENT

This Reciprocal Easement Agreement (this "**Agreement**") is entered into as of July __, 2004 (the "**Effective Date**"), by and between **HOSPITAL COMMITTEE FOR THE LIVERMORE-PLEASANTON AREAS**, a California non-profit public benefit corporation doing business as ValleyCare Health System ("**HCLPA**"), and **NEARON ENTERPRISES, LLC**, a California limited liability company ("**Nearon**") (each of HCLPA and Nearon are sometimes hereinafter referred to as an "**Owner**" and collectively as the "**Owners**"), in the following factual context:

A. HCLPA is the owner of the parcel of real property in the City of Pleasanton, County of Alameda, California which comprises Lot 23A (the "**Parcel A**") as shown on Parcel Map 8356 filed on Aug. 4, 2004 in the records of Alameda County at Book 276 of Maps, Pages 81 through 82 (the "**Map**").

B. Nearon is the owner of the parcel of real property in the City of Pleasanton, County of Alameda, California which comprises Lot 23B (the "**Parcel B**") as shown on the Map.

C. In connection with the use and enjoyment of their respective parcels, the parties desire to grant reciprocal easements for the creation and maintenance of parking, ingress and egress, storm drain, surface drainage and emergency vehicle easements, portions of which shall be located on, and shall benefit and burden, Parcel A and Parcel B (each a "**Parcel**" and collectively, the "**Parcels**"), respectively, as more fully set forth on the Site Plan attached as Exhibit "B".

In this factual context, the parties agree as follows:

1. Parking Easements

a. Parcel A grants to Parcel B a non-exclusive easement and right of way for parking of automobiles in the 22 parking spaces located on the area described on Exhibit A

C

4. Surface Drainage Easements

Parcel B grants to Parcel A a non-exclusive easement over Parcel B for the purpose of permitting surface drainage of stormwater from Parcel A over and across Parcel B. Likewise, Parcel A grants to Parcel B a non-exclusive easement over Parcel A for the purpose of permitting surface drainage of stormwater from Parcel B over and across Parcel A (collectively the "**Reciprocal Surface Drainage Easements**").

5. Landscape and Irrigation Easements

Parcel B grants to Parcel A a non-exclusive easement over Parcel B for the purpose of permitting landscaping and irrigation from Parcel B over and across Parcel A in those areas located in the parking lot landscape islands that are bisected by the lot line. Likewise, Parcel A grants to Parcel B a non-exclusive easement over Parcel A for the purpose of permitting landscaping and irrigation from Parcel A over and across Parcel B in those areas. (collectively the "**Reciprocal Landscape and Irrigation Easements**")

6. Emergency Vehicle Access Easement

Parcel B grants to Parcel A a non-exclusive easement over Parcel B for the purpose of permitting access and turn-around for emergency vehicles from Parcel B over and across Parcel A. Likewise, Parcel A grants to Parcel B a non-exclusive easement over Parcel A for the purpose of permitting access and turn-around for emergency vehicles from Parcel A over and across Parcel B (collectively the "**Reciprocal Emergency Vehicle Access Easements**").

7. The Daytime & Weekend Parking Easement, Interim Reciprocal Parking Easements, the Construction Easement, the Reciprocal Access Easements, the Reciprocal Storm Sewer Easements, the Reciprocal Surface Drainage Easements, the Reciprocal Landscape and Irrigation Easements, and the Reciprocal Emergency Vehicle Access Easements are hereinafter collectively referred to as the "**Easements**".

8. Covenants Running With the Land.

The Easements shall constitute covenants running with the land, and, except for the Construction Easement, shall be perpetual.

9. Use of Easements, Reserved Rights.

The Easements shall be for the benefit of the Owners of the Parcels and their respective successors and assigns, but are not intended and shall not be construed as creating any rights for the benefit of the general public. The Easements, and the rights and privileges granted in this Agreement, are subject to all rights, reservations, covenants, agreements and restrictions of record. The Easements shall not be used for any purposes other than the purposes expressly permitted in this Agreement. The Owners shall use the Easements in a manner that does not unreasonably interfere with the use and enjoyment of the underlying Parcels by their respective Owners. Nothing in this Agreement shall restrict any Owner from granting to any public utility, public body or authority, or to any third party, easements over or under its Parcel for public utility lines and facilities, water, storm and

whether written or oral. There are no obligations, commitments, representations or warranties relating to them except those expressly set forth in this Agreement.

14. Construction of Agreement.

The parties mutually acknowledge that they and their attorneys have participated in the preparation and negotiation of this Agreement. In cases of uncertainty this Agreement shall be construed without regard to which of the parties caused the uncertainty to exist.

15. Further Assurances.

Each party, at any time after the recordation of this Agreement, shall at its own expense execute, acknowledge and deliver any additional deeds, assignments, conveyances and other assurances, documents and instruments reasonably requested by the other party, and shall take any other action consistent with the terms of this Agreement that may reasonably be requested by such other party, for the purpose of confirming and effectuating any of the transactions contemplated by this Agreement. In addition, the City of Pleasanton will be added as an interested party to the Escrow Instructions prepared for the simultaneous recordation of this Agreement.

16. Attorneys' Fees.

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

17. Jurisdiction.

This Agreement shall be interpreted, construed and enforced in accordance with the law of the State of California applicable to contracts entered into and to be performed entirely within the State of California.

18. Severability.

If any term, covenant or condition of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining terms, covenants and conditions shall continue in full force and effect.

19. Binding on Successors.

All the terms, provisions, covenants and conditions of this Agreement shall be binding upon the Owners and their respective successors and assigns.

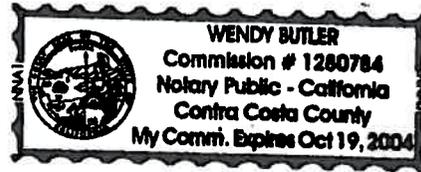
STATE OF CALIFORNIA

COUNTY OF Contra Costa

On July 26, 2004, before me, Wendy Butler (here insert name and title of the officer), personally appeared David S. Christensen, personally known to me (or 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.

WITNESS my hand and official seal.

Signature Wendy Butler (Seal)



STATE OF CALIFORNIA

COUNTY OF Alameda

On August 3, 2004, before me, M.L. Chan (here insert name and title of the officer), personally appeared Kenneth Jensen, personally known to me (or 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.

WITNESS my hand and official seal.

Signature [Signature] (Seal)



ILLEGIBLE NOTARY SEAL DECLARATION

(GOVERNMENT CODE 27361.7)

I declare under penalty of perjury that the notary seal on the document to which this statement is attached, reads as follows:

NAME OF NOTARY: M. L. Chan

COMMISSION NUMBER: 1393448

NOTARY PUBLIC STATE: California

NOTARY PUBLIC COUNTY: Alameda

DATE COMMISSION EXPIRES: Jan 12, 2007

SIGNATURE OF DECLARANT: J. Bolla

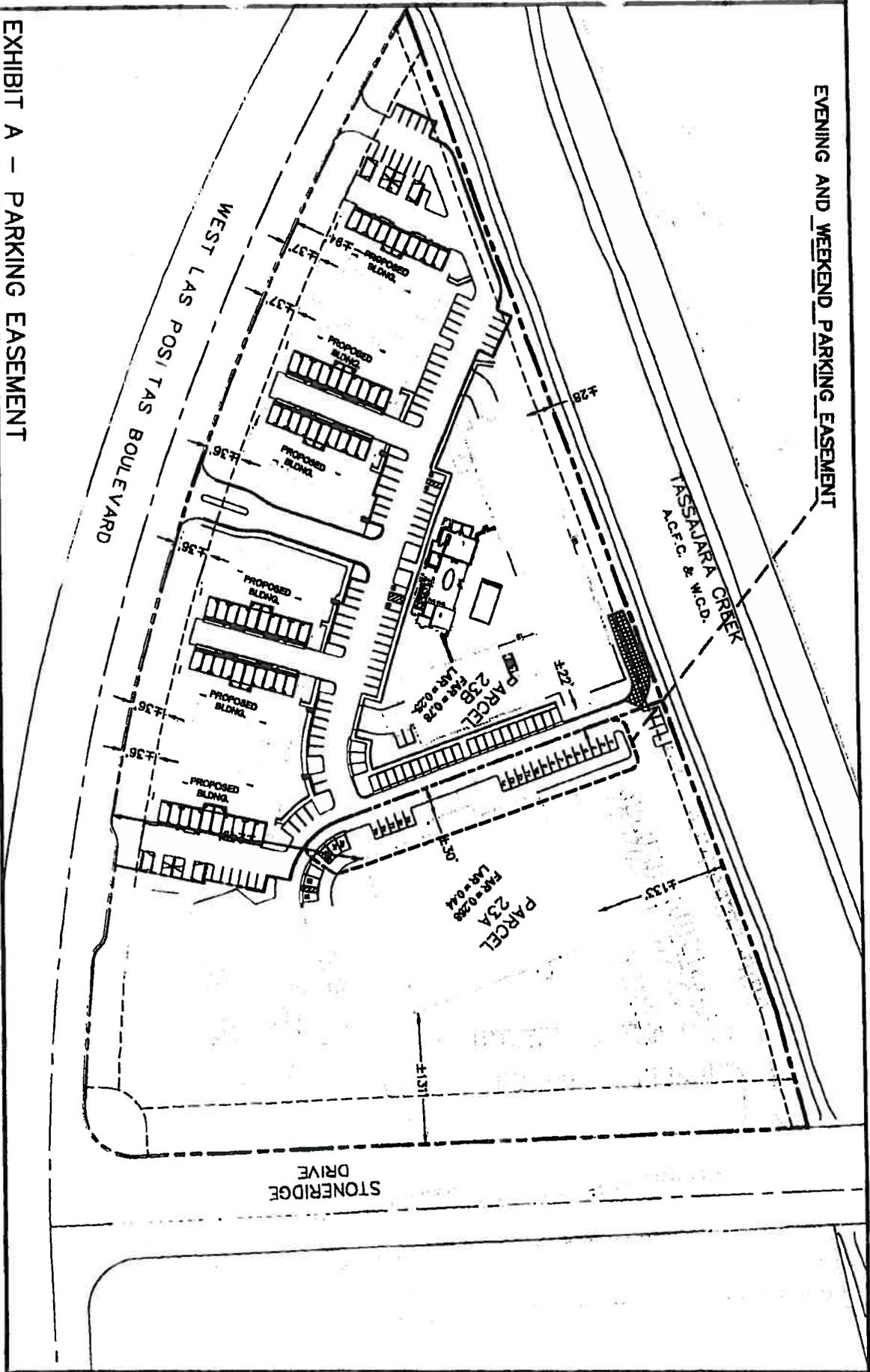
PRINT NAME OF DECLARANT: J.Bolla

CITY & STATE OF EXECUTION: Oakland, California

DATE SIGNED: 8-3-04

THE ABOVE INFORMATION MUST BE LEGIBLE FOR SCANNING

EXHIBIT A - PARKING EASEMENT



EVENING AND WEEKEND PARKING EASEMENT

STONERIDGE DRIVE

WEST LAS POSITAS BOULEVARD

TASSAJARA CREEK
A.C.F.C. & W.C.D.

PARCEL 234
Lot 028
131'-0" x 135'-0"

PARCEL 238
Lot 028
27'-0" x 28'-0"

PROPOSED BLDG.
PROPOSED BLDG.
PROPOSED BLDG.
PROPOSED BLDG.
PROPOSED BLDG.
PROPOSED BLDG.

131'-0"

135'-0"

27'-0"

28'-0"

27'-0"

27'-0"

27'-0"

27'-0"

27'-0"

27'-0"

27'-0"

131'-0"

131'-0"

131'-0"

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131'-0"

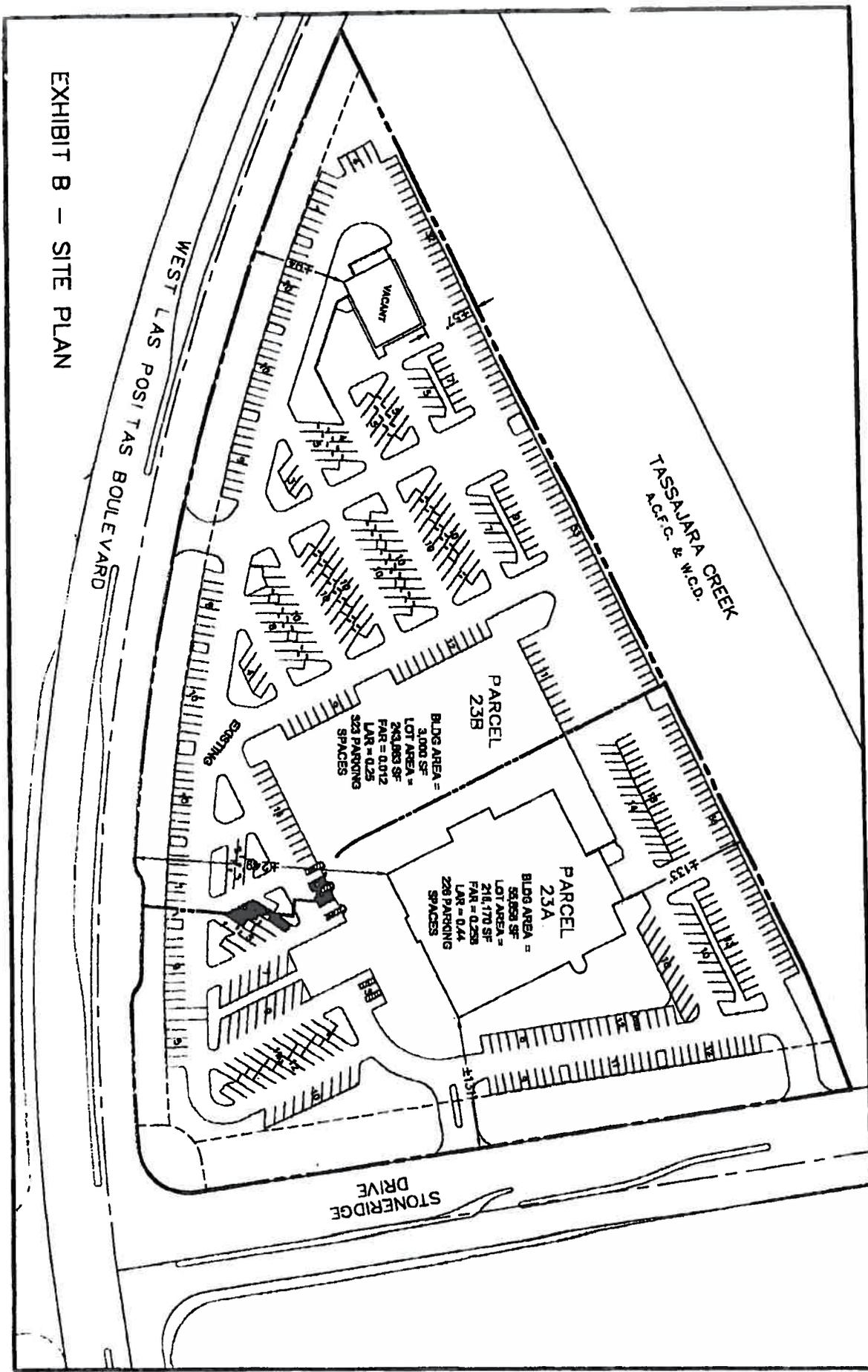


EXHIBIT B - SITE PLAN



April 2, 2013

Ms. Janice Stern
Planning Manager
City of Pleasanton
200 Bernal Avenue
Pleasanton, CA 94566

Re: Preliminary Design Review Approval
Anton Hacienda
Site 23B

Dear Janice:

This letter is being provided in accordance with the Declaration of Covenants, Conditions and Restrictions for Hacienda, Article III, Section 3.2, Paragraph 3.2.1, Preliminary Plans. The Design Review Committee for the Hacienda Owners Association has reviewed the Preliminary Plans dated December 14, 2012, prepared by KTG Group, Inc., on behalf of St. Anton Partners, LLC, Site 23B. Landscaping, Building Elevations, Site Grading and Utility Plans have been designed in substantial compliance with the guidelines set forth in the Design Guidelines and Covenants, Conditions and Restrictions.

Prior to the time of Final Design Review the Hacienda Owners Association will want to see the following issues addressed:

Architecture

1. Resolve differences between the architectural, landscape and civil plans at the retention pond and pocket park lot corner.
2. Consider more contrast or depth of tone between finishes to make the project less monochromatic.
3. Consider increasing the number of accent awnings shown at the project and changing the proposed fabric pieces to a more durable material.
4. Provide details on the decorative building components including light fixtures, wrought iron gates and pot shelves.
5. Show the location and design of trash and recycling areas at the community building.
6. Provide details on screening for all roof mounted equipment.
7. Show the location of all ADA accessible units.
8. Verify the dimensions of all drive aisles.
9. Verify the dimensions of all parking stalls.
10. Consider reducing the amount of compact parking stalls at the central court.
11. Provide details on all modifications to the site plan of the adjacent parcel arising from the project including changes to drive aisles, circulation and parking (standard, compact, handicap, preferential and bicycle stalls).
12. Provide a comprehensive sign program for all site signage.

Landscape Architecture

1. Show the species, location and quantity of all landscape materials and note that some revisions to the plant palette may be required to achieve compliance with modifications to Hacienda Design landscape standards that are currently being developed by the City of Pleasanton.
2. Consider the use of large canopy trees at the alley adjacent to buildings facing due west.

PUD-81-30-87D, St. Anton Par

City of Pleasanton

GIS

Department

5729 W, Las Positas Blvd

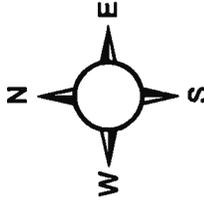
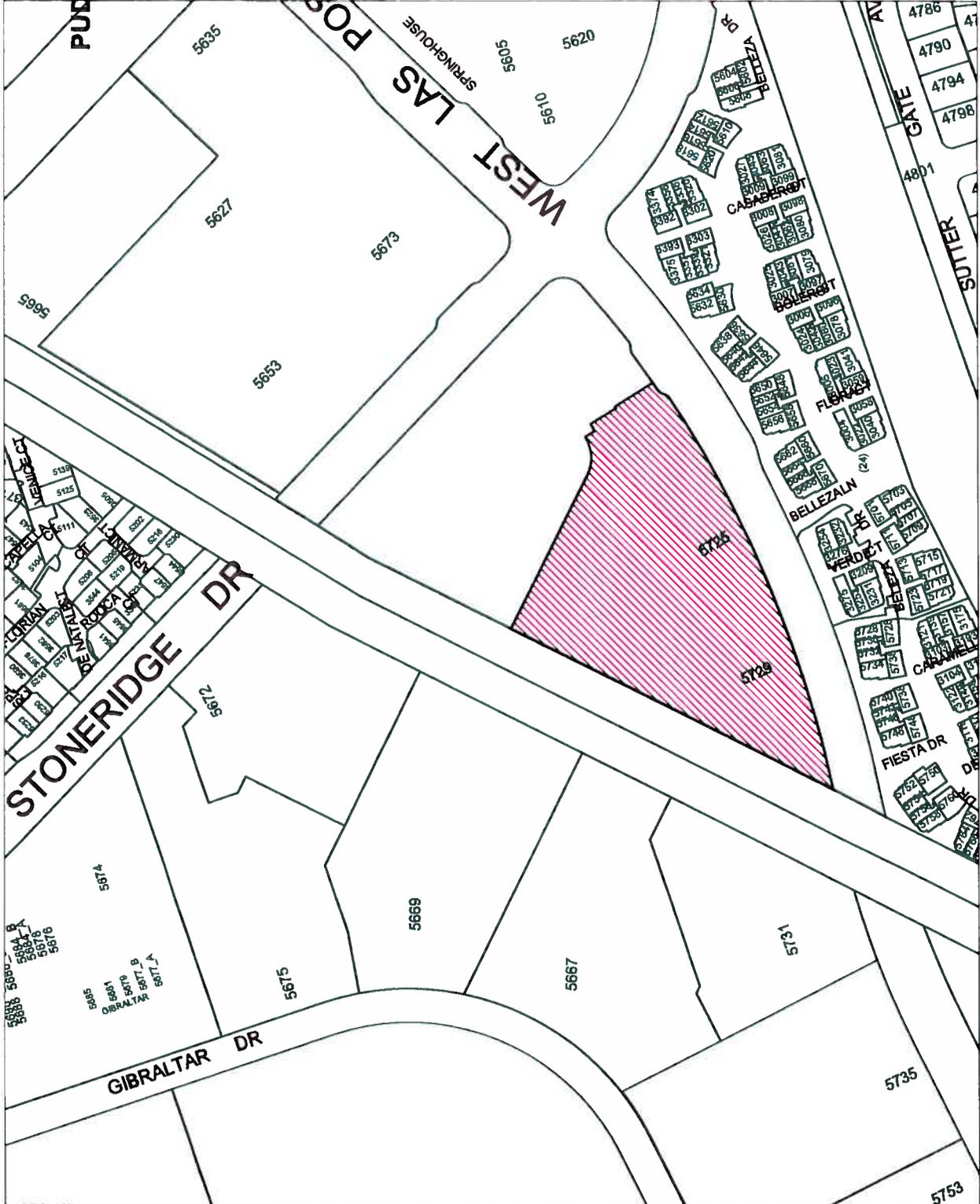


EXHIBIT I

Printed 6/3/2013



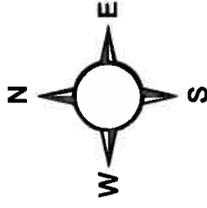
PUD-81-30-87D, St. Anton Pa

City of Pleasanton

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Department

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