



**ALAMEDA COUNTY COMMUNITY DEVELOPMENT AGENCY  
PLANNING DEPARTMENT**

**STAFF REPORT**

**TO:** **EAST COUNTY BOARD OF ZONING ADJUSTMENTS**

**HEARING DATE:** **October 24, 2024**

**GENERAL INFORMATION**

**APPLICATION NUMBER & TYPE:** **PLN2023-00039; Preliminary Review with Advisory Body to consider a Conditional Use Permit application**

**OWNER:** Uday Gurram / Avaanti Vineyards LLC

**APPLICANT:** Jonathan James / William Wood Architect

**PROPOSAL:** Request for **Preliminary Review with Advisory Body** to consider and provide feedback to staff and applicant on an application for a Conditional Use Permit proposing a new winery at the center of an existing 113-acre vineyard featuring a new 30,234 sq ft winery-related facility (4 buildings totaling 29,059 sq ft + 1,175 sq ft breezeway: production winery; tasting room / bottle shop; restaurant; banquet room; event center specializing in corporate team building), 242 space parking lot (8-acres total at 386-ft west driveway) and adjacent 9-hole golf course and putting green), and, new 9,467 sq ft 2-story single-family home with pool (2-acres total at 506-ft east driveway).

**ADDRESS AND SIZE OF PARCEL:** **9846 Reuss Rd**, north side, east of Tesla Rd, designated Assessor's Parcel Number: 099A-2003-019-00, South Livermore area of unincorporated Alameda County. The property measures 113 acres in area.

**ZONING:** PD-2068 (Planned Development - 2068) zoning district (subject to "A-CA", Agricultural zoning district regulations)

**GENERAL PLAN DESIGNATION:** This site is located within the *East County Area Plan* adopted by the Alameda County Board of Supervisors in 1994 and amended in 2022, and designated as ECAP-LPA, East County Area Plan-Large Parcel Agriculture.

**ENVIRONMENTAL REVIEW:** Environmental Review (CEQA) determination pending.

**RECOMMENDATION**

Staff recommends that the East County Board of Zoning Adjustments take public testimony and conduct a Preliminary Review to consider and provide feedback to staff and applicant on an application for a Conditional Use Permit proposing a new winery at the center of an existing 113-acre vineyard featuring a new 30,234 sq ft winery-related facility (4 buildings totaling 29,059 sq ft + 1,175 sq ft breezeway S: production winery; tasting room / bottle shop; restaurant; banquet room; event center specializing in corporate team building), 242 space parking lot (8-acres total at 386-ft west driveway) and adjacent 9-hole golf course and putting green), and, new 9,467 sq ft 2-story single-family home with pool (2-acres total at 506-ft east driveway), marked Exhibit "B" on file with the Alameda County Planning Department.

**October 24, 2024**

**EAST COUNTY BOARD OF ZONING ADJUSTMENTS**

**PLN2023-00039**

## PARCEL ZONING HISTORY

January 08, 1955, the “A”, Agricultural zoning district adopted.

June 1, 1998, Planned Development PD-2068 Zoning District adopted by the Board of Supervisors, to include the property and 3 others within the South Livermore Valley Area Plan (subject to A, Agricultural zoning district regulations).

November 5, 1998, Zoning Unit ZU-2075 adopted by the Board of Supervisors, to rezone this and 200+ other properties to A-CA (Agricultural-Cultivated Agriculture) zoning district.

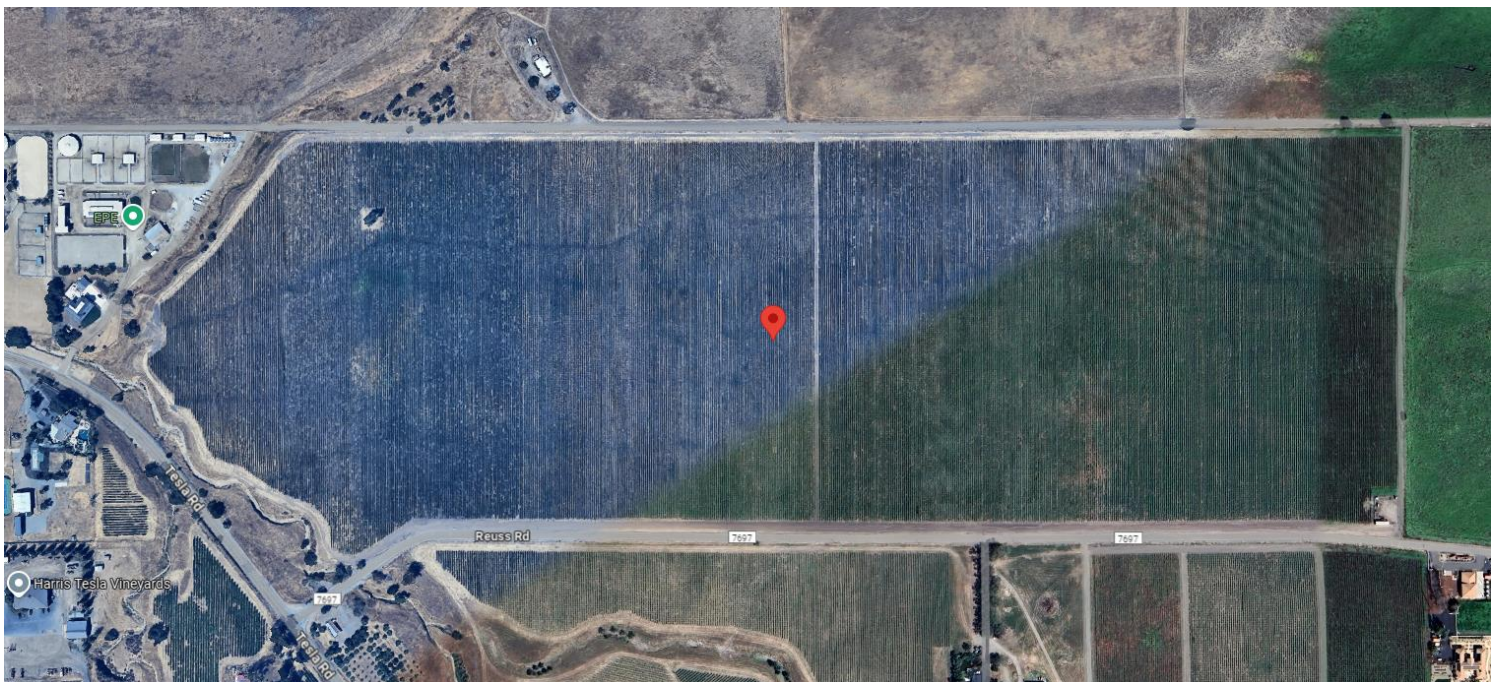
***April 4, 2023, PLN2023-00039, Conditional Use Permit submitted. Staff worked with the applicant until November 2023, when the applicant paused correspondence and resumed in June 2024 upon staff inquiry.***

## SITE AND CONTEXT DESCRIPTION

Physical Features: The property is a level 113-acre lot in the South Livermore Valley area. The lot is situated along the north side of Reuss Rd (4,000-foot frontage) directly east of Tesla Rd. Arroyo Seco Creek, a Blue Line Stream, crosses beneath Reuss Rd at 195-feet east of Tesla Rd. The lot abuts or is across from eight closest lots. Currently the property consists of a vineyard, receiving water from another area property previously under common ownership.

Adjacent Area: The adjacent area is in the Livermore AVA (American Viticultural Area) consisting of approximately 4,000 acres of vineyards. The neighborhood consists of large agricultural properties including over twenty wineries clustered along Tesla Rd from west of S Vasco Rd to east of Greenville Rd, and several large dispersed residential properties. To the northwest is the city of Livermore; to the south and east are Ridgeland.

Subject Site at 9846 Reuss Rd, APN: 099A-2003-019-00:



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### Context of Surrounding Parcels to Subject Site:



### **REFERRAL RESPONSES**

For more detail on the Referral Responses, see Exhibit A Referral Comments.

#### AC Fire Department

In a referral letter dated May 15, 2023, AC Fire Department staff provided the following:

Items to be addressed with required re-submittal:

1. Access to the event center is noted to be from a driveway. Per Title 14 a driveway cannot serve a commercial structure. Please show this to be a fire access road and show how this enter complies with the access requirements in Title 14. This will likely require the removal of the lane separation.
2. Please provide information regarding the fire-fighting water supply for the home and for the event center. Show the type (rural or municipal), location, and provide flow information.
3. Please note on the plans that all structures are required to be equipped with fire sprinkler system.

4. Please note on the plans that a fire alarm system will be installed in the event center.
5. Please note on the plans that a hood suppression system will be required to be installed under any type 1 hoods.
6. A stage is shown on the plans. If this is a platform and not a stage. Please change the name. If this is a stage. Please provide the stage information.
7. Multiple buildings are reference. However, in several cases the buildings appear to be one. Please show the building separation and exiting.
8. Please note on the plans that the project will comply with Title 14 and the requirements in Chapter 7A of the building code relative to fire resistive construction.
9. Please show how fire access to the residence complies with the requirements in Title 14 relative to turnouts and turnarounds.

#### PWA Development Engineering & Permits

1. In a referral letter dated June 5, 2023, PWA Development Engineering & Permits staff provided the following:
2. The tentative plan referral doesn't include a stormwater requirements checklist. A completed stormwater requirements checklist should be provided with this application.
3. Obtain County Fire Department and Environmental Health Care Services Agency approval of this application.
4. All roadway and storm drain facilities are to conform to Alameda County's Subdivision Design Guidelines and Hydrology and Hydraulics Criteria Summary. All work must be in compliance with Alameda County ordinances, guidelines, and permit requirements.
5. Acquire an encroachment permit from Alameda County for all work within the roadway right-of-way.
6. On-site parking should be adequately provided in order to prevent patrons from parking along the unpaved shoulder area of Reuss Rd.
7. On-site driveway and parking area structural pavement section are required designed by a civil engineer.
8. Before any demolition or grading, destroy known water wells that do not have documented intent of future use. Obtain a destruction permit from Zone 7 for any water well destruction within Zone 7's service boundary.
9. No grading shall be permitted on this site until a grading plan and an erosion and sedimentation control plans have been reviewed by the County and a grading permit is issued in accordance with the Alameda County Grading Ordinance.
10. This area is within Alameda County Flood Control and Water Conservation District Zone 7, Special Drainage Area 7-1. The property is subject to the conditions of District Ordinance 0-2002-24 (effective December 10, 2001). Any applicable conditions and fees for improvements that are provided for this development will be imposed at the time of issuance of building permits.

11. The applicant should provide measures to prevent the discharge of contaminated materials into public drainage facilities. It is the responsibility of the applicant to comply with Federal, State, or local water quality standards and regulations.
12. A Storm Water Quality Control Plan, including erosion and sedimentation control, that addresses both construction and post-construction storm water quality shall be prepared and included in the project improvement plans.
13. The proposed buildings sites shown on the site plans represent new impervious surfaces of more than 10,000 square feet. The development will require Numeric Sizing Criteria for storm water treatment. The project will be required to design and install a permanent, post-construction storm water treatment facility on the site which conform to the current version of the C.3 Technical Guidance as published by the Alameda County Clean Water Program. The stormwater treatment system must be maintained in perpetuity. From a design standpoint, a roadway in an area such as this where there is no County stormdrain system could be designed to provide LID treatment by collecting the runoff into infiltration trenches.
14. Trash enclosures and/or recycling areas must be completely covered. No other area shall drain into this area and this area shall not drain out to another area. Drains from trash or recycling areas shall not connect to the storm drain.

#### AC Sheriff's Office

In a referral letter dated October 8, 2023, AC Sheriff's Office staff responded, without comment.

#### SF Bay Regional Quality Control Board / State Water Resources Control Board

In a referral letter dated October 9, 2023, the SF Bay Regional Quality Control Board / State Water Resources Control Board staff provided the following:

A letter indicating pollution-control thresholds and measures for the proposed winemaking operation.

- State Water Resources Control Board letter dated October 9, 2023 (Attached)

#### Zone 7 Water Agency:

In a referral letter dated June 24, 2024, Zone 7 Water Agency staff provided the following:

A letter confirming approval of a drill permit for a new well to provide water.

- Drill Permit dated June 24, 2024 (Attached)

#### AC Environmental Health Department

In a referral letter dated July 1, 2024, AC Environmental Health Department staff provided the following:

A letter confirming feasibility for proposed OWTS/Onsite Wastewater Treatment Systems ("septic systems") based on the applicant's proposal. An earlier letter indicated the need to address OWTS needs for the proposal.

- Original September 12, 2023 letter (Attached)



- OWTS Feasibility Letter dated July 1, 2024 (Attached)

### Tri-Valley Conservancy

In a referral letter dated October 8, 2024, Tri-Valley Conservancy staff provided the following:

The conservation easement was recently amended for the proposed building. The conservation easement protects the agricultural, open space, biological, natural, and scenic values of the property. Under the conservation easement, the property owners are permitted to construct within their 8-acre commercial building envelope and their 2-acre residential building envelope, as long as it is compliant with the terms of the easement.

- Amendment to Restated Deed of Perpetual Agricultural Conservation Easement recorded November 3, 2023 (Attached)

### **PROJECT DESCRIPTION**

The proposal is to establish a new winery at the center of an existing 113-acre vineyard. The new winery would feature a new 30,234 sq ft winery-related facility. Pursuant to Measure D (amended 2023), the 113-acre site is eligible for up to 49,449 sq ft of non-residential / non-agricultural buildings. The facility would consist of 4 buildings totaling 29,059 sq ft + 1,175 sq ft breezeway to include: production winery; tasting room / bottle shop; restaurant; banquet room; event center specializing in corporate team building), 242 space parking lot. The facility would occupy 8-acres in total served by a new 386-ft west-side driveway. There would be an adjacent 9-hole golf course and putting green. The proposal also features a new 9,467 sq ft 2-story single-family home with 800 sq ft pool to occupy 2-acres total and would be served by a new 506-ft east-side driveway.

### **PROJECT SCOPE:**

#### COMMERCIAL PROJECT SCOPE:

THE PROPOSED COMMERCIAL BUILDING WILL INCLUDE A WINE TASTING AND RETAIL AREA, RETAIL GOLF SHOP WITH ASSOCIATED SMALL GOLF COURSE, A RESTAURANT WITH LUNCH AND DINNER SERVICES, A SPECIAL EVENTS BANQUET HALL, AND WINE MAKING FACILITY.

ASSOCIATED SANITARY WASTEWATER GENERATED ONSITE IS ESTIMATED TO RESULT IN AN "EQUALIZED" DESIGN FLOW OF APPROX. 5,500 GALLONS PER DAY. AN ADVANCED TREATMENT SYSTEM IS PROPOSED TO PROVIDE SIGNIFICANT REDUCTION IN WASTE STRENGTH AND NITROGEN LOADING PRIOR TO DISPERSAL IN A TIME DOSED PRESSURIZED SUBSURFACE DRIP FIELD. ROUTINE MONITORING AND MAINTENANCE WILL BE REQUIRED FOR THE LIFE OF THE SYSTEM.

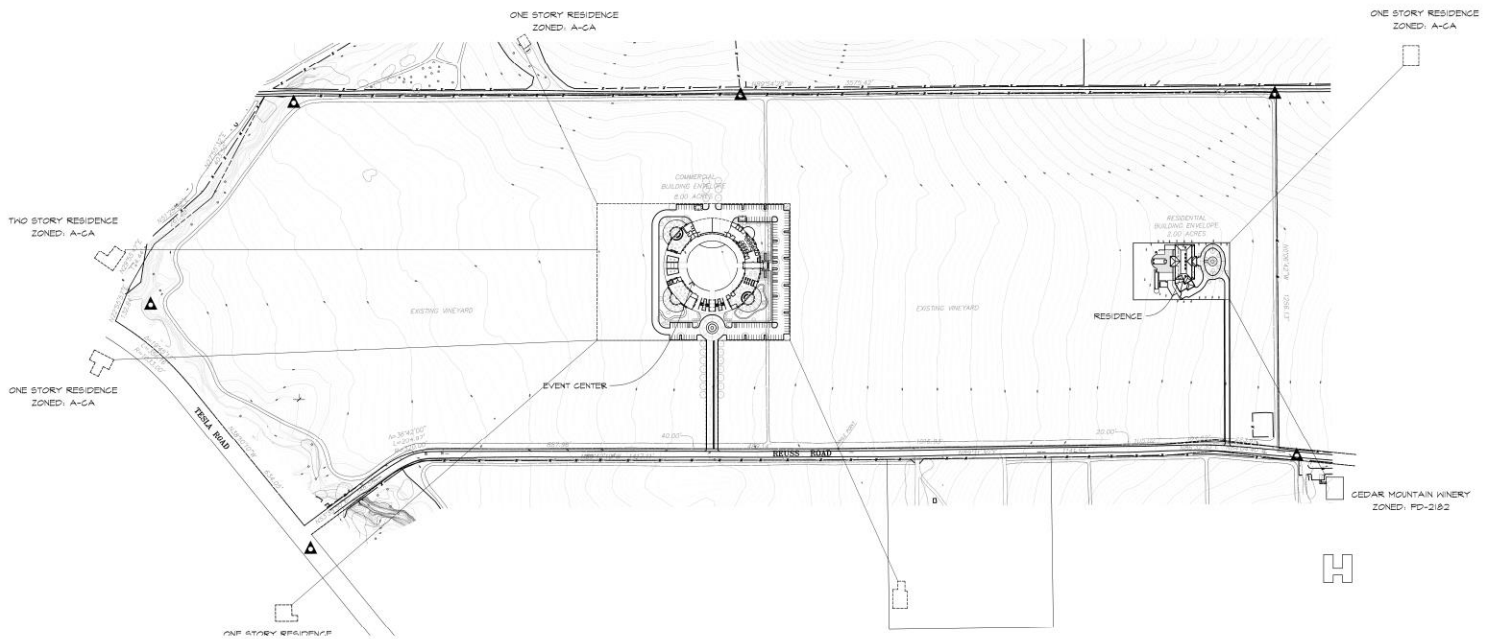
ASSOCIATED PROCESS WINERY WASTEWATER WILL BE COLLECTED IN AN ONSITE "HOLD AND HAUL" SYSTEM AND TRANSPORTED OFFSITE TO AN APPROVED POTW FACILITY.

#### RESIDENTIAL PROJECT SCOPE:

A NEW 10 BEDROOM RESIDENCE IS PROPOSED IN THE SOUTHEAST AREA OF THE PROPERTY.

ASSOCIATED SANITARY WASTEWATER GENERATED ONSITE IS ESTIMATED TO RESULT IN A PEAK DAILY DESIGN FLOW OF 975 GALLONS PER DAY. AN ADVANCED TREATMENT SYSTEM IS PROPOSED TO PROVIDE SIGNIFICANT REDUCTION IN WASTE STRENGTH PRIOR TO DISCHARGE INTO A TIME DOSED PRESSURIZED SUBSURFACE DRIP FIELD. ROUTINE MONITORING AND MAINTENANCE WILL BE REQUIRED FOR THE LIFE OF THE SYSTEM.

## Site Plan of proposed Uses:



## Site Plan of proposed Uses Showing Topography:



## SITE LAYOUT

The winery would be located at the center of the property, served by a new west-side driveway. The home would be located at the east side of the property served by a new east-side driveway. The driveway separation would be 1,141-ft in distance.

### (1) Winery / Event Center (West side)

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- New 386-ft west-side driveway situated 0.3 miles east of Tesla Rd
- New 30,234 sq ft winery-related facility to include: four buildings (A-B-C-D) surrounding large circular outdoor courtyard:

#### Building A

Location: Front right (southeast)

Size: 8,187 sq ft

Activities accommodated: Wine tasting, w/kitchen retail

Parking spaces: 102

#### Building B

Front left (southwest)

5,330 sq ft

Golf shop, banquet room w/kitchen

66 parking spaces

#### Building C

Rear left (northwest)

4,743 sq ft

Restaurant (70 indoor seats proposed where a maximum of 49 are allowed; final plans will need to be revised)

62 parking spaces

#### Building D

Rear right (northeast)

7,890 sq ft

Wine production, office, retail

12 parking spaces

#### Golf

Directly west of center

9-hole golf course and putting green

Synthetic turf requires no water

#### Parking lot

242 spaces (171 standard spaces + 71 shared spaces)

2 rows of spaces with central drive aisle along south and east sides (portion of northeast)

#### (2) Home with pool (East side)

- 2-acre envelope
- 686-ft wide x 485-ft deep
- 9,467 sq ft 2-story home + 1,127 sq ft garage
- 504-ft long driveway

### OPERATIONAL PLAN

Wine tasting room and shop, including kitchen (Building A):



- Days and hours of operation: Tuesday-Sunday, 11am-5pm
- Capacity: 100 persons
- Hot and cold food served from kitchen
- Sales of wines and items
- Also: Appt only for wine tasting with food pairing: Tuesday-Sunday, 6-10pm (100 persons maximum)
- Recorded music played indoor only
- Anticipated traffic demand:
  - 60 cars spread out 11am-5pm; 30 cars 6-10pm
- 15 employees
  - 2 shifts @ 6-7 employees per shift
  - 10 cars by staff daily

**Banquet room w/ kitchen (Building B):**

- Capacity: 200 persons
- Intent: Host corporate and social events (weddings, meetings, birthday and anniversary parties)
- Frequency: 3 events / week
- Days and hours of operation: Monday-Sunday, 9am-10pm
  - 8 hours average
  - Primarily indoors (approx. 5 hrs)
  - Outdoors (approx. 3 hrs): games including golf
- Average group: 120 persons (range: 40-200 persons)
- Arrival: primarily by chartered business
- 25 cars per event
- 1 sales rep
- 2-6 cars by staff
- Indoor music: 7-10pm
- Events end at 10pm, all guests off site by 11pm

**Commercial kitchens in restaurant (Building C):**

- 1,200 sq ft
- 4 ovens; 2 stoves; 1 commercial hood; 2 freezers; 4 fridges

In addition to construction and grading, the project would require a new well to provide water and Onsite Wastewater Treatment Systems / OWTS (“septic systems”), with permits.

**EAST BZA**

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920

930

RESIDENTIAL BUILDING ENVELOPE  
2.00 ACRES

POOL  
45' X 20'

SPA

CABANA STYLE SEATING

BEAT WALL WITH WATER FALL WALL

LOUNGE STYLE SEATING

3' X 3' PORCELAIN PAVERS

LAWN FOR HOSTING EVENT ACTIVITIES

60' X 10' BOCCIE BALL COURT

AL FRESCO DINING IN CITRUS GROVE

PROPOSED SEPTIC AREA

8' X 8' LANDSCAPE ARBOR

VEGETABLE GARDEN WITH RAISED PLANTERS

SERVICE CORRIDOR

LOADING BAY

JACKSTAR

ENTRANCE DRIVE IN PAVERS WITH BANDS

VINEYARD

ENTRANCE DRIVE

MONUMENTAL ENTRANCE WITH COLUMNS AND STONE WALL

INFILTRATION

ENTRANCE DRIVE

FORMAL PLANTING

PORCELAIN PAVERS

WATER FOUNTAIN

ORNAMENTAL PLANTING

8' X 8' LANDSCAPE ARBOR

VIEWING DECK

TIMBERTECH

OUTDOOR FIRE PIT

W/SEATING

CUT BLOOMER GARDEN ROSEBUSHES

920

930

NOTE:  
PRIOR TO PERMIT ISSUANCE A UNIFORM COMPLIANT LANDSCAPE PLAN WILL BE SUBMITTED FOR REVIEW AND APPROVAL

0 10 20 40

### Conformance with the General Plan:

**Large Parcel Agriculture** requires a minimum parcel size of 100 acres, except as provided in Programs 40 and 41. The maximum building intensity for non-residential buildings shall be .01 FAR (floor area ratio) but not less than 20,000 square feet. Where permitted, greenhouses shall have a maximum intensity of .025. One single family home per parcel is allowed provided that all other County standards are met for adequate road access, sewer and water facilities, building envelope location, visual protection, and public services. Residential and residential accessory buildings shall have a maximum floor space of 12,000 square feet. Additional residential units may be allowed if they are occupied by farm employees required to reside on-site. Apart from infrastructure under Policy 13, all buildings shall be located on a contiguous development envelope not to exceed 2 acres except they may be located outside the envelope if necessary for security reasons or, if structures for agricultural use, necessary for agricultural use. Subject to the provisions of the Initiative, this designation permits agricultural uses, agricultural processing facilities (for example wineries, olive presses), limited agricultural support service uses (for example animal feed

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facilities, silos, stables, and feed stores), secondary residential units, visitor-serving commercial facilities ( by way of illustration, tasting rooms, fruit stands, bed and breakfast inns), recreational uses, public and quasi-public uses, solid waste landfills and related waste management facilities, quarries, windfarms and related facilities, utility corridors, and similar uses compatible with agriculture. Different provisions may apply in the South Livermore Valley Plan Area, or in the North Livermore Intensive Agriculture Area.

Several Policies within the *East County Area Plan* are designed to preserve and enhance the South Livermore Valley's community character. Relevant Area Plan 'Policies' are included below:

Policy 83: The County shall require any proposal for a visitor-serving commercial use in an agricultural area to meet all of the following criteria:

- The project will primarily promote agricultural products grown or processed in Alameda County;
- The project is compatible with existing agricultural production activities in the area;
- The project mitigates, to the satisfaction of the County, all potential conflicts with surrounding agricultural uses and other environmental impacts; and Land Use 24 East County Area Plan (Revised by Initiative Nov. 2000)
- The project can demonstrate an adequate and reliable water source that does not significantly diminish the availability of water to serve existing or potential agricultural use

Policy 294: The County shall require new development projects to include traffic and air pollutant reduction measures to help attain air quality standards. For non-residential projects, these measures could include Transportation Demand Management programs such as ridesharing and transit promotion; for residential projects, these measures could include site plan features to reduce traffic trip generation such as mixed use development and transit-oriented development

Policy 339: The County shall encourage the expansion of cultivated agricultural, particularly viticultural, use in the South Livermore Valley from the current 2,100 acres to the maximum acreage possible within the Plan expansion limitation defined in Program 124 and with a minimum acceptable level of 5,000 acres.

Policy 340: The County shall prohibit additional development in the unincorporated portions of the South Livermore Valley unless it will directly further the purpose of expanding and enhancing cultivated agriculture.

Policy 341: The County shall encourage the establishment and permanent protection of existing and new cultivated agriculture, through use of agricultural easements, density bonuses, or other means

Policy 343: The County shall encourage the development of additional wineries with a range of sizes, and other wine-country uses that promote the South Livermore Valley as a premier wine-producing area.

Policy 344: The County shall encourage the promotion of the South Livermore Valley as a premier wine-producing center by encouraging appropriate tourist attracting and supporting uses, such as bed and breakfast establishments, bicycle and equestrian facilities, a conference center, a wine museum, or other uses, and by establishing clear, well-signed travel corridors from major highways to the area.

#### **Conformance with the South Livermore Valley Area Plan:**

This site is also located within the *South Livermore Valley Area Plan* adopted by the Alameda County Board of Supervisors in 1993. Several Policies within the *South Livermore Valley Area Plan* are designed to preserve and enhance the South Livermore Valley's community character. Relevant Area Plan 'Policies' are included below:

### Policies and Standards: Agricultural Preservation and Enhancement

Policy 3. Encourage the promotion of the South Livermore Valley as a premier wine-producing center by encouraging appropriate tourist attracting and supporting uses, such as bed and breakfast establishments, bicycle and equestrian facilities, a conference center, a wine museum, or other uses and by establishing clear, well-signed travel corridors from major highways to the area.

### Policies and Standards: Land Use

Policy 5. Limit new commercial uses within the Cultivated Agriculture Overlay District to appropriate small-scale uses that promote the area's image as a wine region, subject to issuance of a conditional use permit...Wineries and small bed-and-breakfast establishments are examples of appropriate small-scale uses. Limit bed-and-breakfast establishments to existing homes or homes permitted under the plan; construction of separate additional structures shall not be permitted. Require that proponents of new commercial development in rural area show, to the satisfaction of the County and Zone 7, that it can be adequately served by a septic system and that adequate water supplies are available for commercial needs.

### **Conformance with the Zoning Ordinance:**

#### Zoning regulations

The property is in the Planned Development PD-2068 zoning district. The rezoning was adopted in 1998 with the intent of bringing this property along with 3 others into the South Livermore Valley Area Plan. PD-2068 stipulates that A (Agricultural) zoning district regulations shall apply. Additionally, Zoning Unit ZU-2075 attached CA (Cultivated Agriculture) overlay zoning district regulations to the property.

#### Regulation of Uses

Vineyards and wineries including tastings and sales (subject to limitations) are permitted in Agricultural zoning districts. Winery-related uses including an event center require a Conditional Use Permit from the Board of Zoning Adjustments. Furthermore, restaurants (subject to limitations) and some small-scale recreational uses (as considered for a 9 hole golf course and putting green) require a CUP in the Cultivate Agriculture overlay zoning district also decided by the BZA.

### **Issues for Discussion by the East County Board of Zoning Adjustments:**

#### Potential Issues for Preliminary Review

- Design Review
- Area Wineries and Entitlements
- Agricultural conservancy
- Traffic congestion and safety
- Noise
- Architecture
- Water
- Landscaping / screening / Water Efficient Landscape Ordinance (W.E.L.O.)
- Glare / Dark Sky lighting restrictions
- South Livermore Valley Area Plan adopted
- Measure D

- Agricultural Conservation Easement
- Williamson Act (Contract #A1968-07A)

### **Public Outreach and Public Comment So Far:**

- Courtesy notice sent October 12, 2023
- Neighborhood meeting by applicant held October 3, 2024 (Attached; neighbor questions and applicant responses)
- Received 8 inquiries requesting general information regarding the proposal
- Received 3 letters from adjacent neighbors expressing concern for the following potential issues:
  - Traffic / safety
  - Noise
  - Glare
  - Water
  - Septic
  - Public notification
  - Code conformity
  - Agricultural conservancy / area character / precedent
  - Short-term rentals
  - Compatibility with local equestrian operations
  - Compatibility with local vineyards
  - Visual impact

### **Environmental Analysis as Required per the California Environmental Quality Act (CEQA):**

Staff is collecting and examining potential issues for such a project including but not limited to traffic / safety, noise, glare, hydrology and water quality, water usage, and agricultural preservation. Staff will conduct an environmental analysis as required by CEQA.

### **RECOMMENDATIONS**

Staff recommends that the East County Board of Zoning Adjustments review the staff report and presentation, hear public testimony, discuss potential issues, and provide direction for any modifications or studies as necessary and return to the EBZA for decision on a Conditional Use Permit.

### **ATTACHMENTS**

- Exhibit “A” Referral Comments
  - Zone 7 Water Agency, drill permit dated June 24, 2024
  - AC DEH OWTS Feasibility Letter dated July 1, 2024
  - State Water Resources Control Board letter dated October 9, 2023
  - Amendment To Restated Deed of Perpetual Agricultural Conservation Easement recorded November 3, 2023
- Exhibit “B” Revised Plans dated July 15, 2024



- Landscape Design Statement for Avaanti Winery dated October 10, 2024
- Correspondence
  - Alison Nakagawa, October 16, 2023
  - Debbie Rose, October 18, 2023
  - Kathleen Noonan and Philip Miller, October 28, 2023
  - Myla Grasso, October 17, 2024
- October 3, 2024 Neighborhood meeting (neighbor questions and applicant responses)
- Title 17 Zoning Code (Definitions, Agricultural zoning district, Cultivated Agriculture overlay district, Conditional Use Permits)

Prepared By: Aubrey Rose, Planner

Reviewed By: Rodrigo Orduña, Assistant Planning Director



# Alameda County Fire Department

## Fire Prevention Bureau

### Plan Review Comments

6363 Clark Ave, Dublin California 94568 Phone (925) 833-3473 Fax (925) 875-9387

5/15/2023

Alameda County  
Community Development Agency  
Planning Department  
224 West Winton Ave., Room 111  
Hayward, California 94544

To	Aubrey Rose	PLN #	2023-00039
Address	9846 Reuss Road		
Job Description	New Event Center and Single Family Home		
Reviewed By	Bonnie S. Terra, Division Chief	Date:	5/15/2023
		Review #	1

#### **APPLICATION NOT COMPLETE FOR FIRE REQUIREMENTS - WITH CUSTOMER FOR RESPONSE**

**Fire Staff does not recommend that discretionary approval be given until the following issues are addressed and Fire Conditions are issued.**

**Re-submittal Required.** A re-submittal is required for this project. Submit the revised plan along with a copy of any necessary reference materials, cut-sheets, listing sheets and calculations. Include a written itemized response to each comment and where in the re-submittal the specific change or information requested can be found.

**Errors & Omissions.** The purpose of code enforcement is to provide a means to help ensure projects are built to the codes, regulations and standards applicable to the project. Two methods are used towards this goal. First, is the review of the plans, second, are field inspections associated with the work. Between these two methods, it is hoped that all code deficiencies are discovered and corrected.

It is important to note that approval of the plan does not constitute permission to deviate from any code requirement and shall not be construed to be a permit for, or an approval of, any violation of the applicable statute, regulation, code or standard. Approval of a plan or permit presuming to give authority to violate or cancel the provision of any applicable statute, regulation, code or standard shall not be valid.

**Alternate Means.** Any alternate means or equivalences shall be submitted in writing explaining the code provision that will be deviated from, the justification for such deviation, and an explanation on how this deviation meets the intent of the code and the equivalent level of safety intended by the code. This letter and supporting documents must be reviewed and approved for the deviation to be considered acceptable.

ACFD is committed to assisting the applicant with getting conditions of approval for this project issued. Responses to the items noted below are needed before ACFD can condition the project. The on

#### **Items to be addressed with required re-submittal**

- 1. Access to the event center is noted to be from a driveway. Per Title 14 a driveway cannot serve a commercial structure. Please show this to be a fire access road and show how this enter complies with the access requirements in Title 14. This will likely require the removal of the lane separation.**

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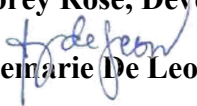


## MEMORANDUM

**DATE:** June 5, 2023

**TO:** Albert Lopez, Planning Director

**ATTENTION:** Aubrey Rose, Development Planning Division

**FROM:**  Rosemarie De Leon, Development Engineering & Permits

**SUBJECT:** PLN2023-00039 Site Development Review& Conditional Use Permit

We received and reviewed your exhibit and transmittal letter dated April 21, 2023, regarding application PLN2023-00039, located at 9846 Reuss Rd, north side, at the intersection with Tesla Rd., in the South Livermore area of unincorporated Alameda County, bearing County Assessor's designation: APN 099A-2003-019-00. This project application is for a new winery-related facility (event center), restaurant, small golf course on driveway 1 and new single family home on new driveway 2 on a 113-acre property (vineyard).

Due to the limited information provided, we completed only the preliminary review. When grading, drainage, and road improvement plans are submitted, the detailed review can begin.

Should this application receive favorable consideration by the Planning Department, please consider the following recommendations in establishing the conditions of approval:

1. The tentative plan referral doesn't include a stormwater requirements checklist. A completed stormwater requirements checklist should be provided with this application.
2. Obtain County Fire Department and Environmental Health Care Services Agency approval of this application.
3. All roadway and storm drain facilities are to conform to Alameda County's Subdivision Design Guidelines and Hydrology and Hydraulics Criteria Summary. All work must be in compliance with Alameda County ordinances, guidelines, and permit requirements.
4. Acquire an encroachment permit from Alameda County for all work within the roadway right-of-way.
5. On-site parking should be adequately provided in order to prevent patrons from parking along the unpaved shoulder area of Reuss Rd.
6. On-site driveway and parking area structural pavement section are required designed by a civil engineer.
7. Before any demolition or grading, destroy known water wells that do not have documented intent of future use. Obtain a destruction permit from Zone 7 for any water well destruction within Zone 7's service boundary.

8. No grading shall be permitted on this site until a grading plan and an erosion and sedimentation control plans have been reviewed by the County and a grading permit is issued in accordance with the Alameda County Grading Ordinance.
9. This area is within Alameda County Flood Control and Water Conservation District Zone 7, Special Drainage Area 7-1. The property is subject to the conditions of District Ordinance 0-2002-24 (effective December 10, 2001). Any applicable conditions and fees for improvements that are provided for this development will be imposed at the time of issuance of building permits.
10. The applicant should provide measures to prevent the discharge of contaminated materials into public drainage facilities. It is the responsibility of the applicant to comply with Federal, State, or local water quality standards and regulations.
11. A Storm Water Quality Control Plan, including erosion and sedimentation control, that addresses both construction and post-construction storm water quality shall be prepared and included in the project improvement plans.
12. The proposed buildings sites shown on the site plans represent new impervious surfaces of more than 10,000 square feet. The development will require Numeric Sizing Criteria for storm water treatment. The project will be required to design and install a permanent, post-construction storm water treatment facility on the site which conform to the current version of the C.3 Technical Guidance as published by the Alameda County Clean Water Program. The stormwater treatment system must be maintained in perpetuity. From a design standpoint, a roadway in an area such as this where there is no County stormdrain system could be designed to provide LID treatment by collecting the runoff into infiltration trenches.
13. Trash enclosures and/or recycling areas must be completely covered. No other area shall drain into this area and this area shall not drain out to another area. Drains from trash or recycling areas shall not connect to the storm drain.

If you have any questions, please call me at X55209.



ALAMEDA COUNTY COMMUNITY DEVELOPMENT AGENCY  
PLANNING DEPARTMENT

Sandra Rivera  
Agency Director

**PROJECT REFERRAL**

Date: April 21, 2023

Albert Lopez  
Planning Director

RE: Case No.: PLN2023-00039  
**CUP Conditional Use Permit / SDR Site Development Review**

224  
West Winton Ave  
Room 111

**Due Date:** 05/03/2023

Hayward  
California  
94544

phone  
510.670.5400  
fax  
510.785.8793

[www.acgov.org/cda](http://www.acgov.org/cda)

- \* ACPWA DEVELOPMENT ENGINEERING
- \* ALAMEDA COUNTY FIRE DEPT.
- \* ALAMEDA COUNTY DEPT OF ENVIRONMENTAL HEALTH
- \* CDA ECONOMIC AND CIVIC DEVELOPMENT
- \* ZONE 7 WATER AGENCY
- \* SHERIFF
- \* LIVERMORE VALLEY WINEGROWER'S ASSOC
- \* TRI-VALLEY CONSERVANCY
- \* FRIEND OF OPEN SPACE & VINEYARDS
- \* CITY OF LIVERMORE

The following application is referred to you for your information and recommendation:

**PLN2023-00039 / JONATHAN JAMES / WILIAM WOOD ARCHITECTS, CUP CONDITIONAL USE PERMIT + SDR SITE DEVELOPMENT REVIEW**, application for new winery-related facility (event center), restaurant, small golf course on new driveway 1 and new single family home on new driveway 2 on a 113-acre property (vineyard), located at 9846 Reuss Road, north side, at the intersection with Tesla Road, in the South Livermore area of unincorporated Alameda County, in the (A-CA) Agricultural District - Cultivated Agriculture combining district of the *Zoning Code* and Large Parcel Agriculture (LPA) land use designation of the *East County Area Plan* and subject to the *South Livermore Valley Area Plan*

County Assessor's Parcel Number (APN): 099A-2003-019-00.

Receipt of your comments regarding this project by the indicated due date will enable the consideration of your comments in the analysis of the proposal, and inclusion of relevant information in the preparation of a written staff report. If you have no comments on this proposal, please initial and date below that your organization, department, or agency has no comment and return this notice by the indicated due date.

Please send a copy of your recommendation(s) to the applicant.

If you have any questions, please contact me at 510-670-5400, or at the email below.

Sincerely,

Aubrey Rose, AICP  
Development Planning Division  
[aubrey.rose@acgov.org](mailto:aubrey.rose@acgov.org)



April 21, 2023  
PLN2023-00039  
Referral – Page 2

cc:

Applicant: Jonathan James / William Wood Architects ( [jonathan@williamwood.com](mailto:jonathan@williamwood.com) )  
Owner: Uday Gurram / Avaanti Vinearyds ( [ugurram@gmail.com](mailto:ugurram@gmail.com) )

gh/m/gnl No Comment – Response Date 4-26-23  
If “No Comment”, Respondent Initials

Attachments: Project Application Information

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**RE: 9846 Reuss Rd., Livermore\_PLN2023-00039**

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**From** Gunter, Melissa@Waterboards <Melissa.Gunter@waterboards.ca.gov>

**Date** Mon 10/9/2023 4:01 PM

**To** Barbosa, Josh, Env. Health <Josh.Barbosa@acgov.org>; ugurram@gmail.com <ugurram@gmail.com>; jonathan@williamwood.com <jonathan@williamwood.com>; exsepticdesign@gmail.com <exsepticdesign@gmail.com>; Rose, Aubrey, CDA <Aubrey.Rose@acgov.org>; Colom, Natali, Env. Health <Natali.Colom@acgov.org>; kcheema@acuantia.com <kcheema@acuantia.com>; Roe, Dilan, Env. Health <Dilan.Roe@acgov.org>

**Cc** Acker, Sarah M.@Waterboards <Sarah.Acker@Waterboards.ca.gov>; WB-RB2-Winery <RB2-Winery@Waterboards.ca.gov>

Good Afternoon,

I am providing a follow-up on behalf of the SF Bay Regional Water Quality Control Board to Avaanti Vineyards' Alameda County Interagency meeting in regard to winery process water. Noting that the Regional Water Board implements the General Waste Discharge Requirements for Winery Process Water ([Winery Order](#)). The Winery Order is applicable to facilities that currently or plan to produce wine or grape juice generating between 10,000 and 15,000,000 gallons of process water per year that results in the discharge of process water or solids to land.

If the facility does not discharge winery process waste to land such as via implementing hold and haul, permit coverage from the Regional Water Board is not required. If winery process waste is discharged to land and is less than 10,000 gallons per year, the facility is exempt from Winery Order coverage provided that the conditions stated below and in [Winery Order](#) findings 12 and 13 are implemented. We recommend that the [Winery Order Eligibility Survey](#) is completed to confirm whether Winery Order coverage is applicable. We can then provide Alameda County with the confirmation requested that Winery Order coverage is not applicable. A Winery Order Eligibility Survey [Help Guide](#) is also accessible online.

Please submit an email to [RB2-Winery@waterboards.ca.gov](mailto:RB2-Winery@waterboards.ca.gov) and [Melissa.Gunter@waterboards.ca.gov](mailto:Melissa.Gunter@waterboards.ca.gov) when the Eligibility Survey is completed.

**Winery Order Coverage Exemption Conditions:**

Finding 12. Wineries with process water design flows less than 10,000 gallons per year (gal/yr) are unlikely to degrade water quality and are therefore exempt from the Winery Order provided they comply with the following:

a. The Discharger shall not discharge waste:

- i. To surface waters or surface water drainage courses.
- ii. That is classified as "hazardous," as defined in California Code of Regulations (CCR), title 23, section 2521, or classified as "designated," as defined in Water Code section 13173.
- iii. That is untreated or partially treated from the treatment system.
- iv. To land not owned, operated, controlled, or contracted by the Discharger.

b. The Discharger shall implement the following management practices:

- i. Manage winery product, winery waste, and winery waste areas (e.g., storage, loading, conveyance, treatment, and disposal areas) to prevent, mitigate, and promptly clean up any spills.

- ii. Maintain all winery waste within property boundaries and within appropriate onsite use areas (e.g., loading, processing, storage, treatment, disposal, and reuse areas).
- iii. Manage winery waste to minimize nuisance conditions (e.g., objectionable odors; mosquitoes in ponds, ditches, and other open storage areas).
- iv. Manage stormwater that contacts winery waste as process water. Protect stored process solids from precipitation to minimize process water generation.

**Resource links:**

[Winery Order Eligibility Survey](#)

Eligibility Survey [Help Guide](#)

State Water Resources Control Board's [Winery Order website](#)

Reach out if you have any questions or would like to discuss further.

Take care,

Melissa Gunter  
Water Resources Control Engineer  
SF Bay Regional Water Quality Control Board  
1515 Clay Street, Suite 1400 | Oakland, CA 94612  
510.622.2390 | office  
Melissa.Gunter@waterboards.ca.gov

-----Original Appointment-----

**From:** Barbosa, Josh, Env. Health <Josh.Barbosa@acgov.org>

**Sent:** Friday, October 6, 2023 12:09 PM

**To:** Barbosa, Josh, Env. Health; ugurram@gmail.com; jonathan@williamwood.com; exsepticdesign@gmail.com; Gunter, Melissa@Waterboards; Rose, Aubrey, CDA; Colom, Natali, Env. Health; kcheema@acuantia.com; Dilan Roe

**Subject:** 9846 Reuss Rd., Livermore\_PLN2023-00039

**When:** Monday, October 9, 2023 3:00 PM-4:00 PM (UTC-08:00) Pacific Time (US & Canada).

**Where:** Microsoft Teams Meeting

**EXTERNAL:**

Planning Department Referral – PLN2023-00039\_Application for a new winery related facility (event center), restaurant, small golf course and a new 10-bedroom Single Family Dwelling (SFD)

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## Microsoft Teams meeting

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2004119861

03/22/2004 03:25 PM

OFFICIAL RECORDS OF ALAMEDA COUNTY  
PATRICK O'CONNELL  
RECORDING FEE: 148.00

48 PGS

REV. 1f-M(i)  
3/99**WHEN RECORDED RETURN TO:**

Tri-Valley Conservancy  
P.O. Box 2208  
Livermore, CA 94551

48  
17**RESTATED DEED OF PERPETUAL AGRICULTURAL CONSERVATION  
EASEMENT DEDICATED PURSUANT TO  
SOUTH LIVERMORE VALLEY SPECIFIC PLAN**

This RESTATED DEED OF AGRICULTURAL CONSERVATION EASEMENT is entered into this 7 day of January, 2004, by and between WENTE BROS., a California corporation ("Grantor"), and TRI-VALLEY CONSERVANCY, a California nonprofit public benefit corporation ("Grantee").

A. Grantor is the sole owner of certain real property, located within the boundaries of the South Livermore Valley Area Plan, as adopted by the Board of Supervisors of the County of Alameda, California on February 23, 1993 ("SLVAP") and the South Livermore Valley Specific Plan adopted by the City of Livermore ("City") on November 17, 1997 ("Specific Plan"). Said real property comprises 112.33 acres more or less and is more particularly described in Exhibit "A" attached hereto and incorporated herein ("Property"). A map depicting the location of the Property is set forth in Exhibit "B" attached hereto and incorporated herein.

B. On December 31, 2002, Grantor and Grantee entered into that certain Deed of Perpetual Agricultural Conservation Easement ("Prior Easement"), encumbering certain

Restated Silva Ranch

real property consisting of a portion of the Property. The Prior Easement was recorded in the official records of Alameda County on March 10, 2003 at Series No. 2003-136089.

C. Grantor and Grantee wish to amend and restate the Prior Easement in order to include acreage that the parties had intended to include in the Prior Easement, and to specify the terms and conditions applicable to the additional acreage.

D. The Property possesses significant agricultural, open space, natural, biological, and scenic values (referred to collectively herein as "Conservation Values") of great importance to the Grantor, the people of Alameda County, and the people of the State of California.

E. Pursuant to the Specific Plan and in accordance with the SLVAP and the City's General Plan, the City and the Grantee seek to ensure the permanent preservation of agricultural and open space lands in the South Livermore area. Grantor has offered this Restated Deed of Agricultural Conservation Easement in satisfaction of certain Specific Plan requirements in order to mitigate the impacts of development within the City. Accordingly, this Restated Deed of Agricultural Conservation Easement names the City of Livermore as an intended third party beneficiary entitled to exercise all rights of Grantee in accordance with the terms of this Easement.

F. The Conservation Values of the Property, including the ability to support the agricultural use of the Property, are documented in an inventory of relevant features of the Property, which consists of reports, maps, photographs, a map of existing uses and other documentation that Grantor and Grantee agree provide collectively an accurate representation of the Property at the time of the execution of this deed, and which is intended to serve as an objective information baseline for purposes of monitoring compliance with the express terms of this deed. This baseline documentation is identified in Exhibit "C", is on file at the offices of the Grantee, and is incorporated by reference herein.

G. In agreeing to accept the terms and conditions of this deed, Grantor hereby conveys a perpetual conservation and open space easement to insure that the Conservation Values of the Property be promoted, preserved and enhanced by engaging in land use practices permitted hereby, including those relating to farming, that will preserve and do not impair or interfere with those values.



H. Grantee is a publicly supported, tax-exempt nonprofit organization and a qualified organization under Sections 501(c)(3) and 170(h), respectively, of the Internal Revenue Code of 1986, as amended, and the regulations promulgated thereunder (the "Internal Revenue Code"), whose primary purpose is the preservation, protection, or enhancement of land in its agricultural, open space, natural, biological, and scenic condition.

I. Grantee agrees, by accepting this grant, to honor the intentions of Grantor stated herein to promote, preserve and enhance the agricultural potential and Conservation Values of the Property for the benefit of the people of the City of Livermore, the people of the County of Alameda, and the people of the State of California, and agrees to accept the terms and conditions of this grant.

**NOW, THEREFORE**, in consideration of the facts recited above, and the mutual covenants, terms, conditions and restrictions contained herein, and pursuant to the laws of the State of California, and in particular California Civil Code section 815 et seq., and any amendments or successor provisions thereto, Grantor hereby voluntarily grants and conveys to Grantee for valuable consideration, an agricultural conservation easement in perpetuity and in gross over the Property, of the nature and character hereinafter set forth (hereinafter "Easement").

1. Purpose. It is the purpose of this Easement to preserve forever the Conservation Values of the Property, as set forth in the foregoing recitals, and to prevent any use of the Property that will impair or interfere with the Conservation Values. Grantor intends that this Easement will confine the use of the Property to those uses and activities which are consistent with the purpose and allowable by the terms and conditions of this Easement.

2. Rights of Grantee. To accomplish the purpose of this Easement, the following rights are conveyed to Grantee:

a. To preserve and protect the Conservation Values of the Property for the benefit of the general public in accordance with the SLVAP and the Specific Plan, which are on file in the offices of Grantee and are incorporated by reference herein.

b. To enjoin any activity or use of the Property that is inconsistent with the purpose and/or provisions of this Easement, and to require the restoration of such areas or features of the Property that may be damaged by any inconsistent activity or use.

c. To enter upon the Property at reasonable times in order to (i) conduct annual monitoring inspections and tests and other reasonable activities as may be deemed appropriate by Grantee to monitor Grantor's compliance with the terms of this Easement, and (ii) enforce the terms of this Easement as may be authorized by paragraph 4 herein; provided, however, that such entry shall be upon prior reasonable notice to Grantor, and Grantee shall not unreasonably interfere with Grantor's use and quiet enjoyment of the Property subject to the terms hereof.

d. Subject to Grantor's consent, not to be unreasonably withheld or delayed, to erect and maintain a sign or other appropriate marker in a prominent location on the Property as determined by Grantee, visible from a public road, bearing information indicating that the Property is protected by Grantee. The wording of this information shall be determined by Grantee, but shall clearly indicate that the Property is privately owned and not open to the public. Grantee shall be responsible for the costs of erecting and maintaining such sign or marker.

### 3. Activities and Uses.

a. Any activity on or use of the Property inconsistent with the purpose of this Easement is prohibited in perpetuity. Without limiting the generality of the foregoing, Exhibit "D", attached hereto and incorporated herein, sets forth activities and uses regarding the Property which are consistent with the conservation purpose of this Easement, and which are hereby expressly permitted and, subject to the provisions of paragraph 5 hereinbelow, any permitted use described in Exhibit D shall not require the prior approval of Grantee; and Exhibit "E", attached hereto and incorporated herein, sets forth activities and uses regarding the Property which are inconsistent with the conservation purpose of this Easement, and which are hereby expressly forbidden. The activities and uses set forth in both Exhibits D and E are not necessarily exhaustive recitals of consistent and inconsistent activities, respectively. They are set forth both to establish specific permitted and prohibited activities and to provide guidance in determining the consistency of other activities and uses with the conservation purpose of this Easement, and Grantee expressly reserves the right to determine, on a case-by-case basis, whether a specific activity or use of the Property is permitted. Any activities and uses not specified in Exhibit D shall require prior approval of Grantee.

b. In cases where Grantee's approval or consent is required hereunder, such approval or consent shall be based upon compliance with the provisions of this Easement and the likely effect of the proposed activities and uses upon the Conservation Values

protected by this Easement. Grantee's decision on a request for approval shall be based on the specific activities and uses in question without following or establishing precedent.

Approval or disapproval shall be at the sole discretion of Grantee and may be granted upon conditions which further the purposes of this Easement.

c. In the event Grantor is required to solicit the approval or consent of Grantee pursuant to this Easement, Grantor shall submit to Grantee a written description of the proposed activities and uses, including information of its size, function, capacity, duration and location ("proposed use report") no later than sixty (60) days prior to the proposed commencement of the proposed activities and uses. If a permit is required from any governmental entity for the activities and uses, the Grantor shall submit the proposed use report to the Grantee within five days of filing an application for said permit. Grantor shall also submit copies of all proposed use reports to the City's Director of Community Development at the same time the original is submitted to Grantee. Grantee shall issue its written approval, disapproval, consent, or refusal of consent, together with a written statement of explanation if Grantee has disapproved or refused to consent to the proposed use, within forty-five (45) days of the receipt of Grantor's written request. Grantee's failure to respond shall be deemed to be a refusal of consent but in such event Grantee shall, within twenty (20) days of Grantor's request, provide a written statement of explanation for Grantee's disapproval or refusal to consent. Upon the completion of the proposed activities and uses, Grantee shall, at the request of Grantor or Grantee, inspect the Property and, if the activities and uses were performed in accordance with the terms of this Easement and the approvals or consents issued by Grantee hereunder, issue a certificate to that effect, dated as of the time of inspection.

#### 4. Grantee's Remedies.

a. If Grantee determines that Grantor is in violation of the terms of this Easement, or that a violation is threatened (hereinafter collectively "the violation"), the Grantee shall give written notice to the Grantor of such violation and demand reasonable corrective action sufficient to cure the violation. Where the violation involves injury to the Property resulting from any use or activity inconsistent with the purpose of this Easement, the Grantee may require reasonable corrective action to restore the portion of the Property so injured. If Grantor: (i) fails to cure the violation within thirty (30) days after receipt of notice thereof from the Grantee; (ii) under circumstances where the violation cannot reasonably be cured within thirty (30) days, fails to begin curing such violation within the thirty (30) day period; or (iii) fails to continue diligently to cure such violation until finally cured, then the Grantee may bring an action at law or in equity in a

court of competent jurisdiction to enforce the terms of this Easement, to enjoin the violation, ex parte as necessary and pursuant to applicable statutes and rules of court, by temporary or permanent prohibitory or mandatory injunction, to recover any damages to which it may be entitled for violation of the terms of this Easement or injury to any Conservation Values protected by this Easement, and to require the restoration of the Property to the condition that existed prior to any such injury. Without limiting Grantor's liability therefor, Grantee, in its sole discretion, may apply any damages recovered to the cost of undertaking any corrective action on the Property. Grantee's rights under this paragraph apply equally in the event of either actual or threatened violations of the terms of this Easement, and Grantor agrees that Grantee's remedies at law for any violation of the terms of this Easement are inadequate and that Grantee shall be entitled to the injunctive relief described in this paragraph, both prohibitive and mandatory, in addition to such other relief to which Grantee may be entitled, including specific performance of the terms of this Easement, without the necessity of proving either actual damages or the inadequacy of otherwise available legal remedies; Grantor further agrees that Grantee shall not be required to post any bond in excess of \$10,000 in any action or proceedings pursuant to this paragraph.

b. If Grantee, in its sole discretion, determines that circumstances require immediate action to prevent or mitigate significant damage to the Conservation Values of the Property, Grantee may pursue its remedies under this paragraph without the requirement of prior notice to Grantor or without waiting for the period provided for the cure to expire; provided, however, that Grantee shall attempt in good faith to provide such written or oral notice as Grantee may deem reasonable under the circumstances, but in no event later than ten (10) days after the date of entry onto the Property. Grantee's rights under this paragraph apply equally in the event of either actual or threatened violations of the terms of this Easement, and Grantor agrees that Grantee's remedies at law for any violation of the terms of this Easement are inadequate and that Grantee shall be entitled to the injunctive relief described in this paragraph, both prohibitive and mandatory, in addition to such other relief to which Grantee may be entitled, including specific performance of the terms of this Easement, without the necessity of proving either actual damages or the inadequacy of otherwise available legal remedies; Grantor further agrees that Grantee shall not be required to post any bond in excess of \$10,000 in any action or proceedings pursuant to this paragraph.

c. Grantee's remedies described in this paragraph 4 shall be cumulative and shall be in addition to all remedies now or hereafter existing at law or in equity.



d. Any mortgagee of the Property which wishes to receive notices of violations from Grantee pursuant to subparagraph 4.a may provide written notice to Grantee in accordance with the provisions of paragraph 24 requesting such notice. Grantee shall provide to any such requesting mortgagee the same notice as provided to Grantor of any violations of the terms of this Easement, and shall provide to any such mortgagee the same opportunity to cure the specified violation as is provided to Grantee under this Easement. Failure to so notify any such mortgagee shall not give rise to any liability on the part of Grantee and shall not limit Grantee's rights to bring an action pursuant to subparagraph 4.a. Any such mortgagee of the Property shall not be required to cure the specified violation; nor shall such mortgagee be liable for any damages for any violation by Grantor, including any costs of enforcement as set forth in paragraph 23 herein. For the purpose of this paragraph, mortgagee shall be defined as any person, corporation, trust, partnership or entity having a legal or beneficial interest in the Property.

5. Grantee's Discretion. Enforcement of the terms of this Easement shall be at the discretion of Grantee, and any forbearance by Grantee to exercise its rights under this Easement in the event of any breach of any term of this Easement by Grantor shall not be deemed or construed to be a waiver by Grantee of such term or of any subsequent breach of the same or any other term of this Easement or of any of Grantee's rights under this Easement. No delay or omission by Grantee in the exercise of any right or remedy upon any breach by Grantor shall impair such right or remedy or be construed as a waiver. Notwithstanding any other provision of law, all waivers must be express and in writing.

6. Reserved Rights. Grantor reserves for itself, and its personal representatives, heirs, successors, transferees and assigns, all rights accruing from ownership of the Property, including the right to engage in or permit or invite others to engage in all uses of the Property that are consistent with the purpose, provisions and restrictions of this Easement. Without limiting the generality of the foregoing, the following rights are expressly reserved:

- a. The permitted activities and uses contained in Exhibit D herein;
- b. All interest in, and right and title to all tributary and non-tributary water, water rights, and related interest in, on, under or appurtenant to the Property provided that such rights shall not be severed, sold or encumbered separately from title to the Property, and subject further to the limitations contained in paragraph 6 of Exhibit E herein;

c. All interest in, and right and title to subsurface oil, gas and minerals, subject to the limitations contained in Exhibit E herein;

d. The right to exclude trespassers from the Property and the right to lease an interest in the Property to others or to sell the Property (but not the right to create or suffer a legal or de facto subdivision of, or otherwise sell, transfer, or convey portions of the Property), subject to the restrictions set forth in this Easement and any and all applicable provisions of law;

e. The right to plant, raise and harvest agricultural crops, and grazing and raising livestock, by the use of sound, generally acceptable agricultural practices, subject to the limitations contained in Exhibit E herein;

f. The right to utilize the Property for noncommercial and nonprofit recreational, educational, and other nonagricultural purposes, so long as such uses (such as hunting, fishing, hiking and equestrian trail riding) do not disturb or alter the current physical characteristics of the Property or require surface disturbance or alteration or other development of the Property, except as may otherwise (i) be expressly permitted pursuant to the provisions of this Easement or (ii) be approved by Grantee which approval shall not be unreasonably withheld.

g. Subject to the provisions of this Easement, Grantor shall have the rights and remedies available to it under the law.

7. Waiver of Certain Defenses. Grantor hereby waives any defense of laches, estoppel, prescription, unclean hands or the doctrine of changed circumstances.

8. Acts Beyond Grantor's Control. Nothing contained in this Easement shall be construed to entitle Grantee to bring any action against Grantor for any injury to or change in the Property resulting from causes beyond Grantor's control, including, without limitation, fire, flood, storm, and/or earth movement, or from any prudent action taken by Grantor under emergency conditions to prevent, abate, or mitigate significant injury to the Property and structures on the Property resulting from such causes; provided, however, that nothing in this paragraph shall be construed to waive Grantor's obligation to maintain the Property in a safe and habitable condition consistent with the terms of this Easement.

9. Access. No right of access by the general public to any portion of the Property is conveyed by this Easement.

10. Condition of Title. Except for the exceptions to title insurance set forth in the policy of title insurance issued to Grantee at the time of execution and recordation of this Easement, Grantor covenants that the Property is, at the time of execution and recordation of this Easement, free and clear of all liens, encumbrances, assessments, easements, leases (recorded and unrecorded), and taxes.

11. Subordination. Any financing lien or encumbrance on the Property shall be subordinate to this Easement.

12. Costs and Liabilities. Grantor retains all responsibilities and shall bear all costs related to the ownership, operation, upkeep, and maintenance of adequate comprehensive general liability insurance coverage. Without limiting the foregoing, for a period of at least five (5) years commencing upon the recordation of this Easement, Grantor shall keep the Property free of any mechanics' liens arising out of any work performed for, materials furnished to, or obligations incurred by Grantor which may result in a mechanics' lien or lis pendens being recorded against the Property.

13. Real Property and Possessory Interest Taxes. For a period of at least five (5) years commencing upon the recordation of this Easement, Grantor shall pay before delinquency all real property and possessory interest taxes, assessments, fees, and charges of whatever description levied on or assessed against the Property by competent authority, including any taxes imposed upon, or incurred as a result of, this Easement (collectively referred to herein as "Taxes"). Upon request by Grantee, Grantor shall furnish that Grantee with evidence satisfactory to it that such Taxes have been paid.

14. Hold Harmless. Grantor shall hold harmless, indemnify and defend Grantee and City and their respective officers, directors, governing members, employees, contractors, partners, insurers, attorneys, agents, personal and legal representatives, successors and assigns of each of them (collectively "Indemnified Parties") from and against all liabilities, penalties, costs, losses, orders, liens, charges, damages, expenses, causes of action, claims, demands or judgments, including, without limitation, reasonable attorneys' fees, arising from or in any way connected with:

a. Injury to or the death of any person or physical damage to any property, resulting from any act, omission, condition or other matter related to or occurring on or about the Property, regardless of cause, and including any liability for any active or passive negligence of any of the Indemnified Parties arising out of or related to the

administration of this Easement, unless due to the sole negligence or wilful misconduct of any of the Indemnified Parties;

b. The obligations specified in paragraphs 12 and 13 herein; and

c. Any claim based on the existence or good faith administration of this Easement.

15. Hazardous Materials

a. Grantor warrants and represents to Grantee, which warranties and representations shall survive the termination of this Easement, that to the best of Grantor's knowledge, and except as disclosed by Grantor to Grantee in writing prior to the date hereof, (i) no material (hereinafter collectively "Hazardous Materials") regulated under any applicable environmental, hazardous waste, and/or health and safety laws, statutes or regulations, including, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended (42 U.S.C. Sections 9601 et seq.), the Superfund Amendments and Reauthorization Act of 1986, the Federal Resource Conservation and Recovery Act of 1976 (42 U.S.C. Section 6901 et seq.), the Clean Water Act (33 U.S.C. Section 466 et seq.), the Safe Drinking Water Act (14 U.S.C. Sections 1401-1450), the Hazardous Materials Transportation Act (49 U.S.C. Section 1801 et seq.), the Toxic Substance Control Act (15 U.S.C. Sections 2601-2629), the California Hazardous Waste Control Law (California Health and Safety Code Sections 25100-25600), the Porter-Cologne Water Quality Control Act (California Health and Safety Code Section 13000 et seq.), and the Safe Drinking Water and Toxic Enforcement Act (California Health and Safety Code Section 25249.5 et seq.), and any and all amendments, modifications, successor and related statutes, regulations, rules and ordinances thereto (hereinafter collectively "Applicable Laws"), has been used, generated, manufactured, placed, stored, treated, released, disposed, or discharged on the Property in violation of any of the Applicable Laws; (ii) none of Grantor's operations on or at the Property are the subject of any federal, state, county, municipal or other governmental or quasi-governmental investigation evaluating whether any remedial action involving a material expenditure is needed to respond to a release of any toxic or hazardous waste or substance into the environment; and (iii) Grantor has no material contingent liability in connection with any release of any toxic or hazardous material or substance into the environment. Notwithstanding any other provision of this Easement, the term "Hazardous Materials" shall not include any material customarily used and

legally permitted for agricultural or residential purposes, which material is used in customary quantities and in accordance with label instructions and Applicable Laws.

b. Grantor further warrants and represents to Grantee, which warranties and representations shall survive the termination of this Easement, that neither Grantor, nor any of its successors or assigns (including, by way of example but not limitation, lessees, subleases, occupants, or, subject to the provisions of paragraph 27.g of this Easement, purchasers of all or a portion of or interest in the Property) shall in violation of any of the Applicable Laws use, generate, manufacture, place, store, treat, release, dispose or discharge any Hazardous Materials on the Property, or cause or suffer any such activity to occur, in violation of any of the Applicable Laws.

c. Grantor hereby releases and agrees to defend, indemnify and hold Grantee and City and their respective officers, directors, governing members, employees, contractors, partners, insurers, attorneys, agents, personal and legal representatives, successors and assigns, harmless from and against any and all liabilities, losses, claims, costs, demands, penalties, orders, charges, liens and expenses (including reasonable attorneys' fees and costs) whatsoever, unless due to the sole negligence, wilful misconduct, or affirmative acts of Grantee, regardless of by whom or when asserted, arising out of, connected with or relating to (i) any such use, generation, manufacture, placement, storage, treatment, release, disposal, discharge, or contamination in violation of the foregoing warranties and representations; (ii) any violation or alleged violation of, or other failure or alleged failure to comply with any of the Applicable Laws; or (iii) any investigation and/or remediation of any Hazardous Material; which agreement includes the obligation to provide upon demand a defense for Grantee, against any demand, claim, liability, litigation, claim, investigation, and/or order for remediation, with counsel reasonably satisfactory to Grantee. The obligations of Grantor hereunder shall include, but not be limited to, investigation and remediation activities with respect to any known or suspected Hazardous Materials, liabilities arising out of any investigation or remediation with respect to Hazardous Materials and any damages claimed by any third party or parties, including claims for personal injury and/or property damage, arising from or relating to any Hazardous Materials, the violation by Grantor of any of the warranties and representations set forth above, or from the investigation, remediation, or other actions of Grantor.

16. Amendment. If circumstances arise under which an amendment to or modification of this Easement is appropriate, Grantor and Grantee may jointly amend this Easement; provided that no amendment shall be allowed that will affect the qualification of this



Easement under any applicable laws, including, but not limited to, California Civil Code Section 815.1 and Internal Revenue Code sections 501(c)(3) and 170(h) and any amendments or successor provisions thereto, and any amendment shall be consistent with the purpose of this Easement, and shall not affect its perpetual duration. Any such amendment shall be recorded in the official records of the County Recorder for the County of Alameda, California.

17. Termination of Easement. The parties agree that it is the intent of this Easement to run with the land in perpetuity. If, however, circumstances arise in the future such as to render the purposes of this Easement impossible to accomplish, this Easement may be terminated, in whole or in part, only by judicial proceedings in a Court of competent jurisdiction, and the amount of the compensation to which Grantee shall be entitled from such sale, exchange, or involuntary conversion of all or any portion of the Property subsequent to such termination or extinguishment shall be determined, unless otherwise provided by California law at the time, in accordance with paragraph 18. Grantee shall use all such proceeds in a manner consistent with the conservation purposes of this Easement and approved by the City, which approval shall not be unreasonably withheld. However, Grantor and Grantee intend that this Easement shall not be terminated as a result of circumstances such as a change in the surrounding land uses, changed agricultural practices, the non-availability of water, or any combination thereof, or any such other change in conditions relating to the Property or the property surrounding or adjacent to the Property.

18. Compensation. This Easement constitutes a real property interest immediately vested in Grantee. For the purpose of paragraph 17 (concerning termination of Easement) the parties stipulate that this Easement has a fair market value determined by multiplying (i) the fair market value of the Property unencumbered by this Easement (minus any value attributable to improvements) by (ii) the ratio, expressed as a percentage, of the value of this Easement at the time of this grant to the value of the Property (minus any value attributable to improvements) unencumbered by this Easement at the time of this grant. For the purposes of this paragraph 18, Grantor and Grantee agree that the ratio of the value of the Easement to the value of the Property (minus any value attributable to improvements) unencumbered by this Easement is 67% (sixty-seven percent). This ratio shall remain constant for twenty (20) years from the date this Easement is recorded after which date all values shall be determined by appraisal.

19. Condemnation. If all or any part of the Property is taken by exercise of the power of eminent domain or acquired by purchase in lieu of condemnation, whether by public,

corporate, or other authority, so as to terminate this Easement, in whole or in part, Grantee shall be entitled to compensation in accordance with the ratio set forth in paragraph 18. All expenses reasonably incurred by Grantors and Grantee in connection with the taking or in lieu purchase shall be paid out of the amount recovered.

20. Assignment. This Easement is not transferable, except that this Easement may be assigned (1) first to the City or (2) in the event that the City declines to accept assignment of this Easement, to a public entity that is located in eastern Alameda County or to a non-profit entity. Except as to the City or the County of Alameda, any entity to which this Easement is assigned must be established to accept and hold agricultural conservation easements and must be approved by the City. Any non-profit entity to which this easement is assigned must be (a) qualified under section 170(h) of the Internal Revenue Code (or any successor provision then applicable) and the applicable regulations promulgated thereunder; (b) authorized to acquire and hold agricultural conservation easements under California Civil Code Section 815.3 (or any successor provision then applicable); and (c) organized in a manner that ensures that a majority of its directors are residents of Alameda County, provided, however, that Grantee shall endeavor to give preferential consideration to an entity organized in a manner that ensures that a majority of its directors are residents of eastern Alameda County. Upon the dissolution or other winding up of Grantee, this Easement shall be assigned to the City or another entity in accordance with this paragraph 20.

21. Subsequent Transfers. Grantor agrees to incorporate by reference the terms of this Easement in any deed or other legal instrument by which it divests itself of any interest in all or a portion of the Property, including, but not limited to leasehold interests. Grantor further agrees to give written notice to Grantee, in accordance with the provisions of paragraph 24, of the transfer of any interest in all or any portion of the Property within thirty (30) days after the transfer. The failure of the Grantor to perform any act required by this paragraph shall not impair the validity of this Easement or limit its enforceability in any way. This Easement shall be recorded, and any transferee of title to all or any portion of the Property shall take title subject to the terms of this Easement, whether or not the Easement is specifically referred to in the deed or other instrument of conveyance.

22. Estoppel Certificates. Upon request by any Party, the others shall execute and deliver an estoppel certificate which certifies the requesting party's compliance with any obligation contained in this Easement and otherwise evidences the status of this Easement.

23. Costs of Enforcement. Any costs incurred in enforcing the terms of this deed including costs of suit and reasonable attorneys' fees, and any costs of restoration necessitated by Grantor's violation of the terms of this Easement (including costs of routine monitoring compliance) from such time as the violation was first identified through completion, to the satisfaction of Grantee, of any required restoration, shall be borne by Grantor.

24. Notices. Any notice, demand, request, consent, approval, or communication that any party desires or is required to give to any other party shall be in writing and may be served in any one of the following ways: personally, by certified mail, return receipt requested, or by overnight delivery, such as Federal Express, addressed as follows:

To Grantor:

Wente Bros.  
Buck Layton or Phil Wente  
5565 Tesla Road  
Livermore, CA 94550

To Grantee:

Tri-Valley Conservancy  
P.O. Box 2208  
Livermore, CA 94551

To the City:

City Attorney  
CITY OF LIVERMORE  
1052 South Livermore Avenue  
Livermore, CA 94550

with a copy to:  
(which copy shall not  
constitute notice)

MARK I. WEINBERGER  
SHUTE, MIHALY & WEINBERGER LLP  
396 Hayes Street  
San Francisco, CA 94102

Restated Silva Ranch

or to such other address as any party from time to time shall designate by written notice to all other parties, and to the addresses of Grantor's bona fide lenders as Grantor shall designate by written notice to Grantee. Such notice shall be deemed to be effective when received if served personally or sent via Federal Express, and seven days after being deposited in the mail.

25. Recordation. Grantee and Grantor shall work together to ensure that this instrument is recorded in a timely fashion in the official records of the County Recorder for the County of Alameda, California. The instrument may be re-recorded at any time as may be required to preserve rights in this Easement.

26. City of Livermore Third Party Beneficiary. Grantor and Grantee and their respective heirs, personal and legal representatives, transferees, successors and assigns represent, acknowledge, covenant and agree as follows:

a. The City is an intended third party beneficiary of this Easement, with the right, subject to and on the terms set forth in this paragraph 26, to exercise independent enforcement authority against Grantor to enforce Grantor's obligations and otherwise enjoy all of the rights of Grantee subject to the procedures set forth hereinbelow.

b. If the City in its sole discretion determines that Grantee has approved or consented to a proposed activity or use that is inconsistent with the purpose of this Easement or has not fully and/or effectively enforced any of Grantor's obligations or otherwise exercised Grantee's rights pursuant to this Easement, the City, as an intended third party beneficiary of this Easement, notwithstanding any prior approval, consent, or representation by Grantee or any exercise or non-exercise by Grantee of its rights, shall have the right, but not the duty, upon reasonable prior written notice to Grantee and Grantor and, where reasonably feasible, after conferring with Grantee and Grantor, to enjoin the inconsistent activity or use, compel performance of Grantor and otherwise exercise any and all of the rights or remedies of Grantee under the provisions of this Easement, including, but not limited to, those set forth in paragraph 4.

c. If the City exercises any of the remedies afforded to it under this paragraph 26, any sum recovered from such suit or other proceeding shall be applied first to cover the City's costs of enforcement, as further defined in paragraph 23.

d. The failure by the City to enforce any of Grantor's obligations or exercise Grantee's rights shall in no event be deemed a waiver of the right to do so thereafter.

e. Grantee and Grantor shall not cancel, terminate, rescind, or materially amend this Easement without the express written consent of the City.

27. General Provisions.

a. Controlling law. The interpretation and performance of this Easement shall be governed by the laws of the State of California.

b. Liberal construction. Any general rule of construction to the contrary notwithstanding, this Easement shall be liberally construed in favor of the grant to effect the purpose of this Easement and the policy and purpose of California Civil Code Section 815. If any provision of this instrument is found to be ambiguous, an interpretation consistent with the purpose of this Easement that would render the provision valid shall be favored over any interpretation that would render it invalid.

c. Severability. If any provision of this Easement is found to be invalid, the remainder of the provisions of this Easement, or the application of such provision to any person or circumstance other than those as to which it has been found to be invalid, shall not be affected thereby.

d. Entire Agreement. This instrument sets forth the entire agreement of the parties with respect to the Easement and supersedes all prior understandings, discussions, negotiations, or agreements relating to the Easement, all of which are merged herein. No alteration or variation of this instrument shall be valid or binding unless contained in an amendment that complies with paragraph 16 herein.

e. No Forfeiture. Nothing contained herein will result in a forfeiture or reversion of Grantor's title in any respect.

f. Successors. The covenants, terms, conditions, and restrictions of this Easement shall be binding upon, and inure to the benefit of, the parties hereto and their respective personal heirs, representatives, successors, and assigns and shall continue as a servitude running in perpetuity with the Property. All such heirs, representatives, successors and assigns shall be bound to every provision in this Easement, whether or not



this Easement is referred to in the instrument by which such heirs, representatives, successors or assigns acquire an interest in the Property.

g. Termination of Rights and Obligations. A party's rights and obligations under this Easement terminate upon transfer of the party's interest in the Easement or Property, except that liability for acts or omissions occurring prior to transfer shall survive transfer.

h. Captions. The captions in this instrument have been inserted solely for convenience of reference and are not a part of this instrument and shall have no effect upon construction or interpretation.

i. Cooperation. The parties agree to cooperate in good faith with each other in the administration of this Easement. Each party hereto will, upon the reasonable request of the other party, execute, acknowledge, and deliver, or cause to be executed, acknowledged, and delivered, such further instruments and documents as may be reasonably necessary in order to fulfill the intents and purposes of this Easement.

j. Warranty of Authority. Each person executing this Easement on behalf of a party represents and warrants that such person is duly and validly authorized to do so, has full right and authority to enter into this Easement and all of its obligations hereunder.

**IN WITNESS WHEREOF**, Grantor and Grantee have executed this agreement effective as of the date first above written.

**GRANTOR:**

**WENTE BROS.**  
a California Corporation

1-6-04  
Date

Philip R Wente  
Signature

Name: Philip R Wente  
Title: E.V.P.

**GRANTEE:**

**TRI-VALLEY CONSERVANCY**  
a California nonprofit public  
benefit corporation

2/24/04  
Date

Harriet D Cole  
Signature

Name: HARRIET D. COLE  
Chair, Tri-Valley Conservancy

P:\LIVER\Sa2\Signature\Restated Silva Ranch Conservation Easement doc

Restated Silva Ranch

# CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of

Alameda

} ss.

On Jan. 7, 2004, before me, Theresa M. Batteate

Date

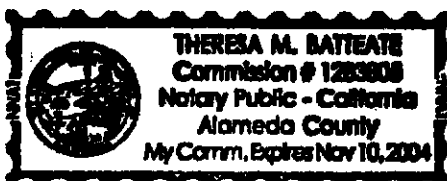
Name and Title of Officer (e.g., "Jane Doe, Notary Public")

personally appeared Philip B. Wentz

Name(s) of Signer(s)

☒ personally known to me  
☐ 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.



Place Notary Seal Above

WITNESS my hand and official seal.

Theresa M. Batteate  
Signature of Notary Public

## OPTIONAL

*Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.*

### Description of Attached Document

Title or Type of Document: Restated Deed of Perpetual Agricultural Conservation

Document Date: Jan. 7, 2004 Number of Pages: \_\_\_\_\_

Signer(s) Other Than Named Above: None

### Capacity(ies) Claimed by Signer

Signer's Name: \_\_\_\_\_

- ☐ Individual  
☐ Corporate Officer --- Title(s): \_\_\_\_\_  
☐ Partner — ☐ Limited ☐ General  
☐ Attorney in Fact  
☐ Trustee  
☐ Guardian or Conservator  
☐ Other: \_\_\_\_\_

Signer Is Representing: \_\_\_\_\_

RIGHT THUMBPRINT  
OF SIGNER  
Top of thumb here

## NOTARY ACKNOWLEDGMENT

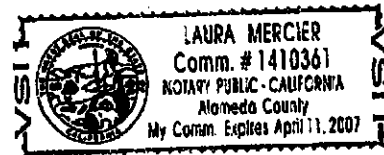
STATE OF CALIFORNIA                      } ss  
COUNTY OF Alameda                    }

On **February 24, 2004**, before me, **Laura Mercier**, a Notary Public in and for said State, personally appeared **Harriet Cole**, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her authorized capacity, and that by her signature on the instrument the person or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Signature Laura Mercier

*(This area for official notarial seal)*



### OPTIONAL.:

#### DESCRIPTION OF ATTACHED DOCUMENT

Silva Restated Easement

## **EXHIBITS**

- Exhibit A: Legal Description and Map of Property**
- Exhibit B: Location and Area Map**
- Exhibit C: Baseline Conditions**
- Exhibit D: Permitted Activities and Uses**
- Exhibit E: Prohibited Activities and Uses**
- Exhibit F: Legal Description and Map Showing the Location and Boundaries of Residential Building Site Envelope.**
- Exhibit G: Legal Description and Map Showing the Location and Boundaries of Commercial Building Site Envelope.**
- Exhibit H: County of Alameda Zoning Ordinance Regulating Uses on the Property at Time of Recordation of Prior Easement.**



## **Exhibit A**

### **Legal Description and Map of Property**

### **LEGAL DESCRIPTION OF CONSERVATION EASEMENT**

The following described parcel is a portion of the N ½ of Section 20, Township 3 South, Range 3 East, Mount Diablo Base and Meridian, and is more particularly described as follows:

Beginning at the corner common to Sections 16, 17, 20, 21, T3S, R3E, MDM, and running southerly along the easterly line said Section 30, S 00° 06' 42" E, 1256.13 feet to the northerly right of way of Reuss Road (40 feet wide):

Thence along said right of way N 84° 04' 40" W, 223.61 feet to an angle point;

Thence S 86° 32' 35" W, 194.52 feet to an angle point;

Thence S 89° 31' 30" W, 1141.95 feet to an angle point;

Thence N 89° 42' 10" W, 1417.11 feet to the point of curvature of a tangent 320 foot radius curve to the left;

Thence along said curve through a central angle of 36° 42' 00", for an arc distance of 204.97 feet to a point of tangency;

Thence, tangent to said curve, S 53° 35' 50" W, 346.54 feet, more or less, to the northeasterly right of way of Tesla Road (66 feet wide);

Thence, along said northeasterly right of way, N 38° 50' 10" W, 634.05 feet to the point of curvature of a tangent 1033 foot radius curve to the left;

Thence along said curve through a central angle of 19° 45' 17", for an arc distance of 356.16 feet to the southeasterly line of that certain parcel of land designated as Parcel One in the deed from Daniel and Mary Andrews to Juan and Isabel Aflague recorded in Book 5317 Page 399, Official Records of Alameda County, California;

Thence, along said line, N 22° 55' 57" E, 132.84 feet to an angle point;

Thence N 29° 55' 47" E, 174.44 feet to an angle point;

Thence N 51° 25' 32" E, 261.40 feet to an angle point;

Thence N 27° 55' 32" E, 403.50 feet, more or less, to the northerly line of said Section 20;

Thence, along said northerly line, S 89° 54' 28" E, 3575.42 feet, more or less, to the point of beginning.

Containing 112.33 Acres, more or less.

APN 099A-2003-019

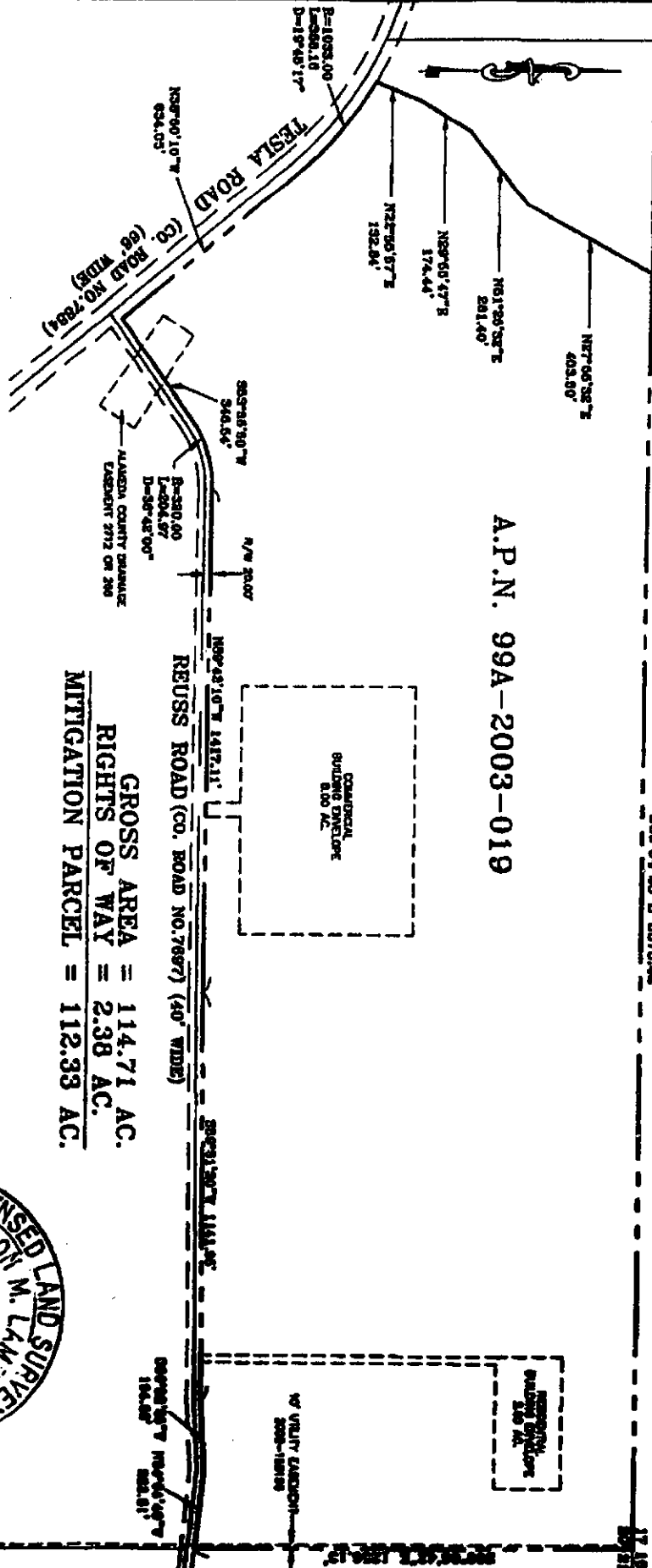


EXHIBIT A

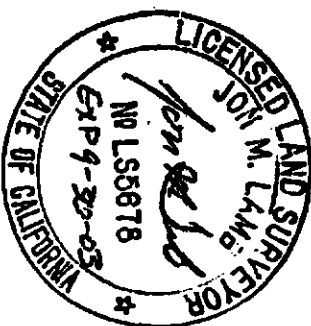
Sheet 2 of 3

LAMB SURVEYING, INC.  
 2178 RHEEM DR., SUITE F  
 PLEASANTON, CA 94588

A.P.N. 99A-2003-019



GROSS AREA = 114.71 AC.  
 RIGHTS OF WAY = 2.38 AC.  
 MITIGATION PARCEL = 112.33 AC.



**Exhibit B**

**Location and Area Map**

**Location Map  
Exhibit B  
Sheet 1 of 1**

LAWRENCE  
LIVERMORE  
NATIONAL  
LABORATORY

SAHOTA  
NATIONAL  
LABORATORIES

AV

7000

BAY

RD

RD

AK RD

JERROLD

RD

RESERVOIR

RD

02

7000

TESLA

CROSS

SECO

SITE

RD

02

RD

RD

CONDUCT

CEDAR MOUNTAIN

300

DR

RD

GREENVILLE

RD

CRANE

RD

RISE

RD

RD



**Exhibit C**

**Baseline Conditions**

**This exhibit has not been recorded as per Recital "F" of this Easement.**

**The original exhibit is on file with the**

**Tri-Valley Conservancy**

**1736 Holmes Street**

**Livermore, CA 94550**

## **Exhibit D**

### **Permitted Activities and Uses**

## EXHIBIT D

### PERMITTED ACTIVITIES AND USES

The following activities and uses are expressly permitted under this Easement, and they are not to be precluded, prevented, or limited by this Easement.

1. To reside on the Property, including all uses ancillary to residing on the Property, within the building site envelope identified in Exhibit F of this Easement and consistent with the provisions of paragraph 4 below.
2. To engage in uses or activities directly relating to the agricultural use of the Property. For purposes of this Easement, uses or activities "directly relating to the agricultural use of the Property" must involve or be necessary for planting, raising, irrigating, harvesting, or producing agricultural, viticultural, aquacultural, horticultural or forestry crops and products, including fallowing of land for such purposes. Such uses or activities may not include (a) the establishment or maintenance of any commercial feedlot which is defined for the purposes of this Easement as a confined area or facility within which land is not grazed or cropped at least annually and which is used to receive and feed livestock that have been raised off the Property or (b) uses that are prohibited pursuant to Exhibit E.
3. To maintain and repair existing structures, housing, fences, roads, ditches, and other improvements on the Property in substantially their present location and size.
4. To construct additional improvements, with the approval of appropriate governmental agencies, provided that all such improvements are located within the building site envelopes identified in Exhibits F and G of this Easement and are consistent with the purpose of this Easement and in compliance with the policies of the South Livermore Valley Area Plan, as adopted by the Alameda County Board of Supervisors on February 23, 1993, and with the County of Alameda Zoning District Ordinance regulating the use of the Property at the time of recordation of the Prior Easement, attached to the Easement and incorporated herein as Exhibit H. The building site envelopes shall contain (a) all residential structures and appurtenant uses, including but not limited to: homes, garages, gazebos, swimming pools, patios and driveways; (b) structures intended for the primary processing, storage, sale, including direct retail sale to the public, of crops and products harvested or produced on the Property, including but not limited to wineries, tasting rooms, olive oil mills or access roads from a public right-of-way to such structures; and (c) any structures necessary for any other permitted use.

Grantor shall provide notice to Grantee and to the City's Director of Community Development of its intent to construct additional improvements not less than five days after filing an application for any permit required from any governmental entity for the proposed improvements or not less than 60 days prior to the commencement of construction, whichever comes first. Such notice shall demonstrate that the location of all additional improvements is within the building site envelope. Prior to commencement of construction of the first such additional improvement within a building site envelope, Grantor shall install and thereafter maintain permanent monuments and above-ground markers documenting the boundaries of the building site envelope in order to assist Grantee in future monitoring of compliance with the terms of this Easement.

5. Additional structures, facilities and roads directly related and reasonably necessary to the agricultural uses of the Property, with the exception of those improvements listed in the preceding Paragraph 4 herein, may be constructed outside of the building site envelopes identified in Exhibits F and G, provided that Grantor obtains the express written approval of Grantee, in accordance with paragraph 3.b and 3.c of this Easement, for the construction of such additional structures, which consent shall not be unreasonably withheld. Under no circumstances shall any prohibited activity or use listed in Exhibit E be approved. The purpose of requiring written approval is to afford the Grantee an opportunity to ensure that any construction outside of the building site envelopes identified in Exhibits F and G do not have a significant adverse impact upon the Conservation Values. Additional fencing deemed by Grantor to be reasonably necessary for agricultural activities may be constructed without Grantee's consent. In the event of destruction, deterioration or obsolescence of any improvements, structures, housing, fences, roads or ditches, whether existing at the date of this Easement or constructed subsequently pursuant to the provisions of this paragraph, Grantor may replace the same with improvements or structures of similar size, function, capacity and location in a manner that is not inconsistent with the Conservation Values of this Easement.

6. To develop and maintain such water resources on the Property as are necessary or convenient for agricultural, irrigation, and residential uses in a manner consistent with the purpose of this Easement.

7. To use agrichemicals, including, but not limited to, fertilizer and biocides in those amounts and with that frequency of application necessary to accomplish reasonable agricultural purposes and subject to paragraph 15 of this Easement concerning Hazardous Materials.

8. To control predatory and problem animals by the use of selective control

techniques and subject to paragraph 15 of this Easement concerning Hazardous Materials.

9. To utilize the Property for noncommercial and nonprofit, recreational, educational, and other nonagricultural purposes, so long as such uses (such as hunting, fishing, hiking, and equestrian trail riding) do not disturb or alter the current physical characteristics of the Property, require surface alteration or other development of the Property, except as may otherwise be (a) expressly permitted pursuant to the provisions of this Easement or (b) approved by Grantee, which approval shall not be unreasonably withheld.

P:\LIVER\Sa2\Signature\Restated Silva Ranch Easement D (clean).doc

## **Exhibit E**

### **Prohibited Activities and Uses**

## **EXHIBIT E**

### **PROHIBITED ACTIVITIES AND USES**

Any activity on or use of the Property inconsistent with the purpose of this Easement is prohibited in perpetuity. Without limiting the generality of the foregoing, the following activities and uses are inconsistent with the purposes of this Easement and are expressly prohibited in perpetuity:

1. The legal or de facto subdivision, or other transfer or sale of any portion thereof or interest therein, of the Property for any purpose; provided, however, that the following shall not be prohibited by this paragraph: (a) a lease of a portion of the Property for agricultural use; or (b) the transfer or sale of all of the Property.
2. The construction, reconstruction, or replacement of any structure, facility or road, except as provided in Paragraphs 3, 4 and 5 of Exhibit D of this Easement.
3. The establishment of residential, commercial or industrial uses outside of the building site envelope described in Exhibits F and G of this Easement; provided, however, that agricultural uses, as contemplated by the provisions of Exhibit D, shall not be considered commercial or industrial uses.
4. The filling, dumping, excavating, draining, dredging, mining, drilling, removing, or the exploring for or extracting of minerals, hydrocarbons, soils, sands, gravel, rock or any other material on or below the surface of the Property that is not directly related to accepted agricultural practices, except the extracting of water on or below the surface of the Property.
5. The dumping or other disposal of wastes, refuse, or debris on the Property, except for organic material generated or used for permitted agricultural uses on the Property.
6. Any uses or activities which would pollute or degrade the surface or sub-surface waters on or underlying the Property, except such uses or activities consistent with generally accepted, sound agricultural practices or otherwise permitted pursuant to this Easement.
7. Any use or activity that causes substantial degradation of topsoil quality.



8. Any commercial or for-profit recreational, educational or other nonagricultural use that disturbs or alters the current physical characteristics of the Property or requires surface alteration or other development of the Property, except as may otherwise be (a) expressly permitted pursuant to the provisions of this Easement or (b) approved by Grantee, which approval shall not be unreasonably withheld.

9. Any activity or use that would be detrimental to the valley oak tree located on the Property and identified in the reference map in Exhibit C to this Easement. Such uses and activities include but are not limited to the planting of agricultural crops, soil compaction and summer watering within four feet of the leaf canopy edge of the valley oak tree.

10. Any activity or use that would impair the habitat value provided by the creek identified in Exhibit C to this Easement. Such uses include, but are not limited to: (a) the future planting of agricultural crops within a 100 foot wide buffer from the centerline of the portion of the creek along Tesla Road and within 50 foot wide buffer from the centerline of the remaining portion of the creek; and (b) the application of herbicides or rodenticides within a 100 foot wide buffer from the centerline of the portion of the creek along Tesla Road and within 50 foot wide buffer from the centerline of the remaining portion of the creek, except for the purpose of maintaining those vines in existence at the time of recordation of the Prior Easement. The 50 and 100 foot buffers are more particularly shown in the Reference Map in Exhibit C to this Easement.

**Exhibit F**

**Legal Description and Map Showing Location and Boundaries of  
Residential Building Site Envelope**

**LEGAL DESCRIPTION OF BUILDING SITE ENVELOPE FOR  
CONSERVATION EASEMENT**

The following described parcel is a portion of the N ½ of Section 20, Township 3 South, Range 3 East, Mount Diablo Base and Meridian, and is more particularly described as follows:

Beginning at the corner common to Sections 16, 17, 20, 21, T3S, R3E, MDM, and running southerly along the easterly line said Section 30, S 00° 06' 42" E, 1256.13 feet to the northerly right of way of Reuss Road (40 feet wide):

Thence along said right of way N 84° 04' 40" W, 223.61 feet to an angle point;

Thence S 86° 32' 35" W, 194.52 feet to an angle point;

Thence S 89° 31' 30" W, 105.02 feet to the True Point of Beginning;

Thence, leaving said right of way N 00° 08' 19" E, 844.73 feet;

Thence S 89° 51' 41" E, 350.00 feet;

Thence N 00° 08' 19" E, 190.00 feet;

Thence N 89° 51' 41" W, 370.00 feet;

Thence S 00° 08' 19" W, 1034.94 feet, more or less, to said northerly right of way of Reuss Road;

Thence, along said northerly right of way, N 89° 31' 30" E, 20.00 feet, more or less, to the True Point of Beginning.

Containing 2.00 acres, more or less.

APN 099A-2003-019

EXHIBIT F



Sheet 1 of 2

LAMB SURVEYING, INC.  
2178 RHEEM DR., SUITE F  
PLEASANTON, CA 94588

A.P.N. 99A-2003-019

RESIDENTIAL  
BUILDING ENVELOPE  
2.00 AC.

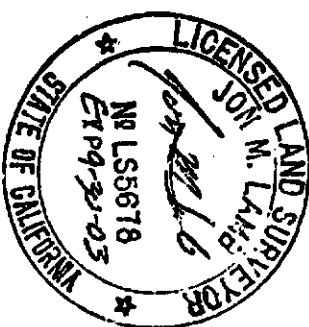
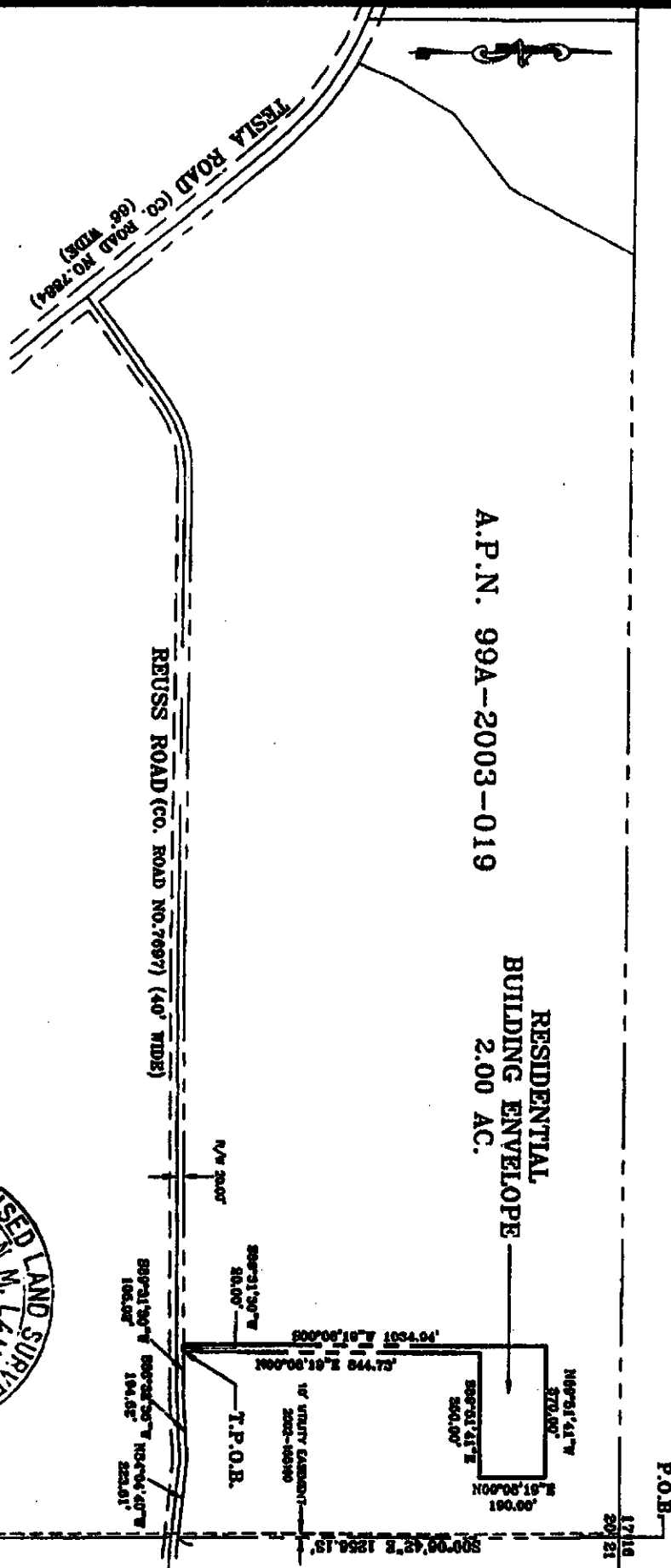


EXHIBIT F

SHEET 2 OF 2

PLAT TO ACCOMPANY LEGAL DESCRIPTION OF  
BUILDING SITE ENVELOPE FOR CONSERVATION EASEMENT

**Exhibit G**

**Legal Description and Map Showing Location and Boundaries of  
Commercial Building Site Envelope**

**LEGAL DESCRIPTION OF COMMERCIAL SITE ENVELOPE FOR  
CONSERVATION EASEMENT**

The following described parcel is a portion of the N ½ of Section 20, Township 3 South, Range 3 East, Mount Diablo Base and Meridian, and is more particularly described as follows:

Beginning at the corner common to Sections 16, 17, 20, 21, T3S, R3E, MDM, and running southerly along the easterly line said Section 30, S 00° 06' 42" E, 1256.13 feet to the northerly right of way of Reuss Road (40 feet wide):

Thence along said right of way N 84° 04' 40" W, 223.61 feet to an angle point;

Thence S 86° 32' 35" W, 194.52 feet to an angle point;

Thence S 89° 31' 30" W, 1141.95 feet to an angle point;

Thence N 89° 42' 10" W, 489.14 feet, to the True Point of Beginning;

Thence, leaving said right of way, N 00° 17' 50" W, 100.00 feet;

Thence S 89° 42' 10" E, 325.00 feet;

Thence N 00° 17' 50" W, 500.00 feet;

Thence N 89° 42' 10" W, 689.00 feet;

Thence S 00° 17' 50" W, 500.00 feet;

Thence S ° 89' 42' 10", E 324.00 feet;

Thence S 00° 17' 50" E, 100.00 feet to said northerly right of way of Reuss Road;

Thence, along said northerly right of way, S 89° 42' 10" E, 40.00 feet, more or less, to the true point of beginning.

Containing 8.00 acres, more or less.

APN 099A-2003-019

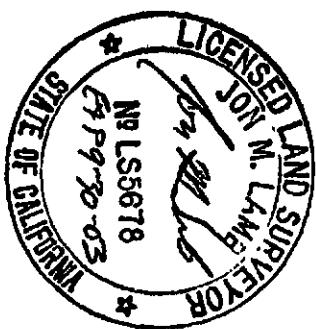
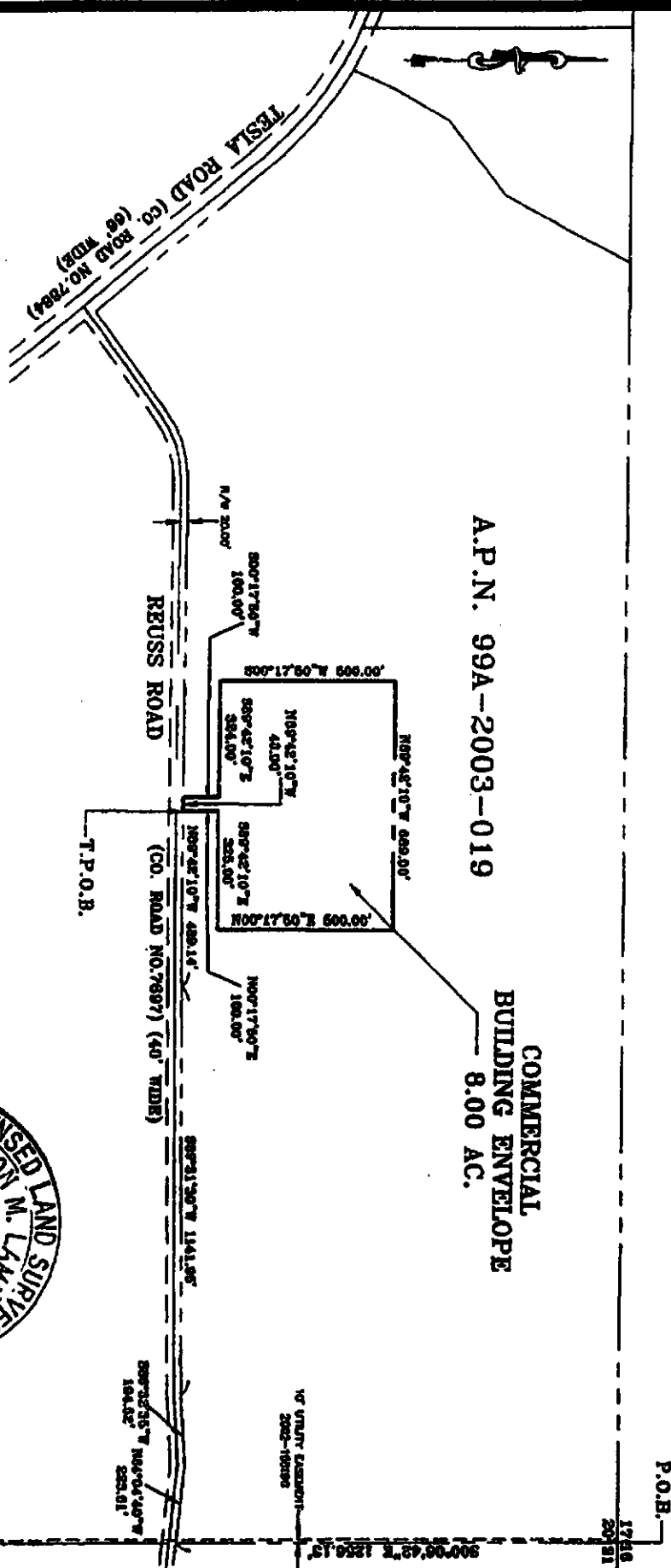
EXHIBIT G



Sheet 1 of 2

**A.P.N. 99A-2003-019**

**COMMERCIAL  
BUILDING ENVELOPE  
8.00 AC.**



SHEET 2 OF 2

**PLAT TO ACCOMPANY LEGAL DESCRIPTION OF  
COMMERCIAL SITE ENVELOPE FOR CONSERVATION EASEMENT**



## **Exhibit H**

**County of Alameda Zoning Ordinance Regulating Uses on the Property at  
Time of Recordation of Prior Easement**

## **EXHIBIT H**

### **COUNTY OF ALAMEDA ZONING ORDINANCE PROVISIONS REGULATING USES ON THE PROPERTY AT TIME OF RECORDATION OF EASEMENT**

In addition to the other limitations specified in Exhibit D of this Easement, improvements permitted within the building site envelopes identified in Exhibit F and G are limited to those specified in the following portions of Chapter 17.06 of the County of Alameda Zoning Code, subject to the provisions of Section 17.30.170.F of the County of Alameda Zoning Code's CA combining district, also set forth below:

#### **Chapter 17.06, A Districts**

##### **17.06.030 Permitted uses.**

The following principle uses are permitted in an A district:

A. On a building site, one one-family dwelling or one-family mobilehome either constructed after September 15, 1971, and issued an insignia of approval by the California Department of Housing and Community Development and permanently located on a permanent foundation system, or constructed after July 15, 1976, and issued an insignia of approval by the U.S. Department of Housing and Urban Development and permanently located on a foundation system;

B. Crop, vine or tree farm, truck garden, plant nursery, greenhouse apiary, aviary, hatchery, horticulture;

C. Raising or keeping of poultry, fowl, rabbits, sheep or goats or similar animals;

D. Grazing, breeding or training of horses or cattle;

E. Winery or olive oil mill;

F. Fish hatcheries and rearing ponds;

G. Public or private riding or hiking trails;

H. One secondary dwelling unit per building site on parcels twenty-five (25) acres in size or larger that are zoned for not more than one selling unit on the parcel subject to the following requirements:

1. The secondary dwelling unit shall be on the same building envelope as the primary unit;

2. On parcels less than one hundred (100) acres, the secondary dwelling unit shall be no larger than two thousand (2,000) square feet in area; on parcels one hundred (100) acres or larger the secondary dwelling unit shall be no larger than two thousand five hundred (2,500) square feet in area;

3. The secondary dwelling unit shall be subject to site development review pursuant to Section 17.54.210 et seq.; and

4. The secondary dwelling unit shall be subject to and consistent with the provisions of the county policy on secondary dwelling units in agricultural and rural residential areas.

Notwithstanding the requirements of Section 17.54.220, for secondary units on parcels that are less than one hundred (100) acres in size, the planning commission shall decide applications for site development review under this section, and a public hearing is required. (Ord. 99-2 § 1; Ord. 93-33 § 2 (part); prior gen. code § 8-25.2)

#### **17.06.035 Conditional uses - Planning commission.**

The following are conditional uses and shall be permitted in an A district only if approved by the planning commission, sitting as a board of zoning adjustments, as provided in Sections 17.54.135 and 17.06.010.

- A. Sanitary landfill not to include processing salvaged material. (Ord. 99-26 § 1 (part))
- B. Flight strip;
- C. Cemetery;
- D. Composting facility. (Ord. 2000-53 § 1(part))

**17.06.040 Conditional uses - Board of Zoning Adjustments.**

In addition to the uses listed in Sections 17.52.480 and 17.52.580, the following are conditional uses and shall be permitted in an A district only if approved by the board of zoning adjustments, as provided in Sections 17.54.130 and 17.06.010:

A. Additional dwellings for persons employed in the agricultural use of subject property and the families of those persons, and/or living quarters for farm laborers, when found by the board of zoning adjustments to be necessary to the farming operation;

B. Outdoor recreation facility;

C. Killing and dressing of livestock, except when accessory as specified in Section 17.06.050;

D. Public or private hunting of wildlife or fishing, and public or private hunting clubs and accessory structures;

E. Packing house for fruit or vegetables, but not including a cannery, or a plant for food processing or freezing;

F. Flight strip when accessory or incidental to a permitted or conditional use;

G. Hog ranch;

H. Drilling for and removal of oil, gas or other hydrocarbon substances;

I. Radio and television transmission facilities;

J. Public utility building or uses, excluding such uses as a business office, storage garage, repair shop or corporation yard;

K. Boarding stables and riding academics;

L. Administrative offices accessory to the principal use on the premises including activities by the same occupancy which are not related to the principal use providing such activities not so related are accessory to the administrative office activity;

M. Occupancy of one mobile home by persons directly related to an on-site agricultural pursuit on a parcel containing a minimum of one hundred (100) acres where there is no single-family dwelling or on a parcel containing a minimum of two hundred (200) acres where it can be demonstrated that security cannot be obtained by existing single-family dwelling occupancy; provided, however, that no such conditional use permit shall be issued for a period to exceed three years;

N. Administrative support and service facilities of a public regional recreation district;

O. Privately owned wind-electric generators;

P. Remote testing facility;

Q. Winery or olive oil mill related uses. (Ord. 2002-60 sec. 1 (part); Ord. 2000-53 § 1 (part); Ord. 99-26 § 1 (part); Ord. 94-40 § 1; Ord. 3-33 § 2 (part); prior gen. code § 8-25.3)

#### **17.06.050 Accessory Uses**

When located in an A district, and subordinate to a lawful use, the following accessory uses, in addition to those normally accessory to a dwelling are permitted;

A. Farm buildings, including stable, barn, pen, corral, or coop;

B. Building or room for packing or handling products raised on the premises;

C. Killing and dressing of poultry, rabbits and other small livestock raised on the premises, but not including an abattoir for sheep, cattle or hogs;

D. Stand for the sale at retail of items produced or raised on the premise having a ground coverage not in excess of four hundred (400) square feet;

E. Accessory business signs not exceeding an aggregate area of twenty (20) square feet; having no moving parts or illumination;

F. Administrative office, maintenance building, when accessory to a principal use permitted by Section 17.06.0400 (Prior gen. code § 8-25.4)

## **Article VII. Combining CA Districts**

### **17.30.170 CA combining district—Regulations.**

In a CA combining district, the regulations shall remain the same as regulations in the A (agricultural) district with which it is combined except as follows:

#### **F. CA District-- Conditional Uses**

1. The following uses, otherwise conditionally allowed by the A (agricultural ) district, are neither permitted nor conditional uses where the A district is combined with the CA district:

a. Killing and dressing of livestock, except when accessory as specified in Section 17.06.050;

b. Flight strip when accessory or incidental to a permitted or conditional use, unless such a conditional use permit has been previously approved on subject property for such use;

c. Cemetery, crematory, or other facility for the disposal of human or animal dead, pet cemetery;

d. Hog ranch;

e. Radio and television transmission facilities, unless such a conditional use permit has been previously approved on subject property for such use;

f. Sanitary landfill or composting facility;

g. Privately owned wind-electric generators, except as an accessory use.

2. In addition to the conditional uses in the A (agricultural) district with which it is combined, the following are conditional uses in the CA combining district and shall be permitted only if approved by the board of zoning adjustments as provided in Section 17.54.130:

a. Bed and breakfast establishment, if conducted within an existing or permitted dwelling; maximum of fourteen (14) rooms available for guests;

b. Restaurant, with seated service only, and a maximum of forty-nine (49) permanent indoor seats, that features agricultural products of the South Livermore Valley Area;

c. Bicycle rental;

d. Other small scale recreational uses found by the board of zoning adjustments to be consistent with the intent of the South Livermore Valley Area Plan.





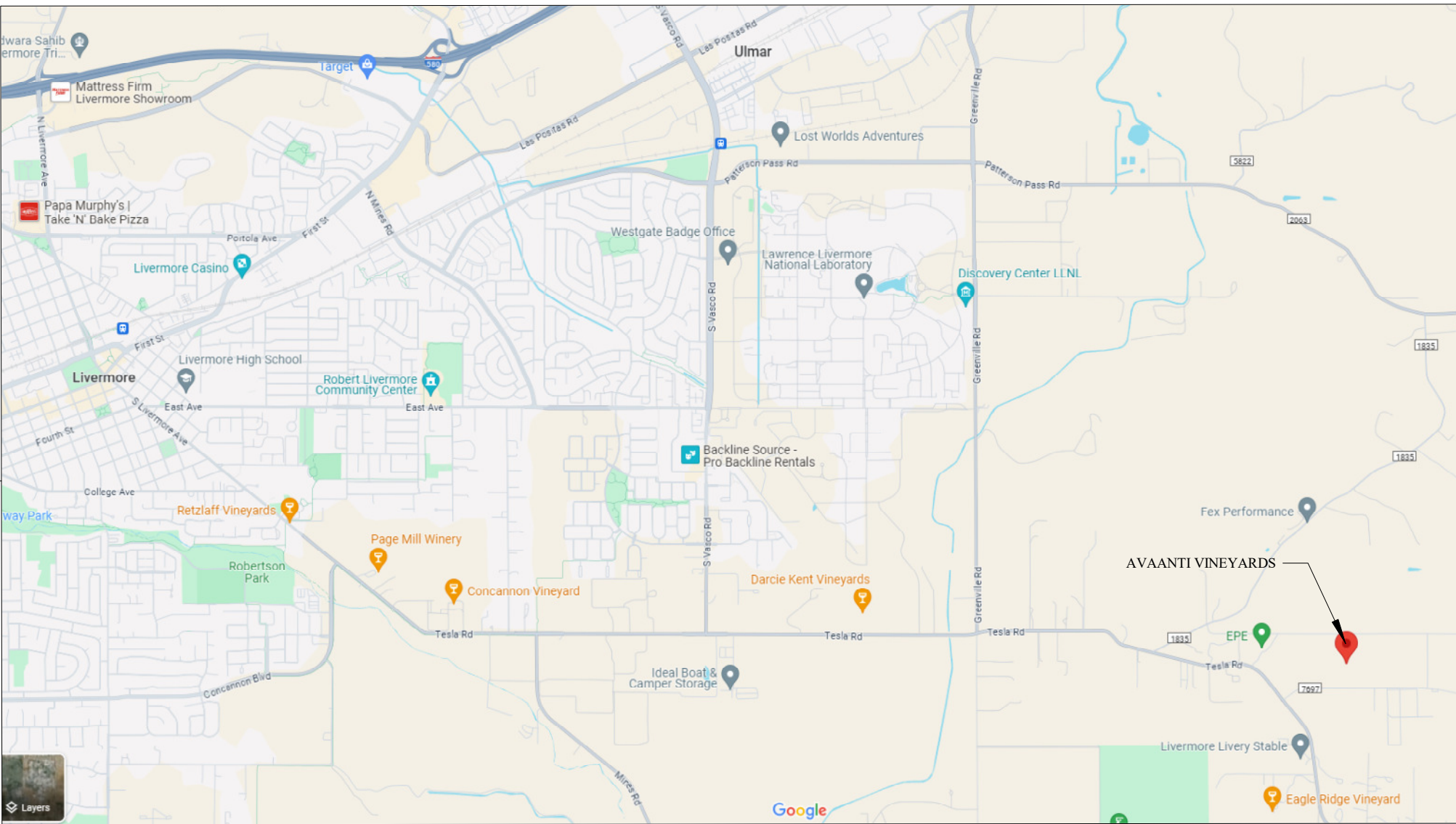






# AVAANTI VINEYARDS

# PRELIMINARY ONSITE WASTEWATER TREATMENT SYSTEM SITE PLAN



## PROJECT SCOPE:

COMMERCIAL PROJECT SCOPE:  
THE PROPOSED COMMERCIAL BUILDING WILL INCLUDE A WINE TASTING AND RETAIL AREA, RETAIL GOLF SHOP WITH ASSOCIATED SMALL GOLF COURSE, A RESTAURANT WITH LUNCH AND DINNER SERVICES, A SPECIAL EVENTS BANQUET HALL, AND WINE MAKING FACILITY.

ASSOCIATED SANITARY WASTEWATER GENERATED ONSITE IS ESTIMATED TO RESULT IN AN "EQUALIZED" DESIGN FLOW OF APPROX. 5,500 GALLONS PER DAY. AN ADVANCED TREATMENT SYSTEM IS PROPOSED TO PROVIDE SIGNIFICANT REDUCTION IN WASTE STRENGTH AND NITROGEN LOADING PRIOR TO DISPERSAL IN A TIME DOSTE PRESSURIZED SUBSURFACE DRIP FIELD. ROUTINE MONITORING AND MAINTENANCE WILL BE REQUIRED FOR THE LIFE OF THE SYSTEM.

ASSOCIATED PROCESS WINERY WASTEWATER WILL BE COLLECTED IN AN ONSITE "HOLD AND HAUL" SYSTEM AND TRANSPORTED OFFSITE TO AN APPROVED POTW FACILITY.

SEE PLANS AND OWTS REPORT FOR DETAILED INFORMATION

RESIDENTIAL PROJECT SCOPE:  
A NEW 10 BEDROOM RESIDENCE IS PROPOSED IN THE SOUTHEAST AREA  
OF THE PROPERTY.

ASSOCIATED SANITARY WASTEWATER GENERATED ONSITE IS ESTIMATED TO RESULT IN A PEAK DAILY DESIGN FLOW OF 975 GALLONS PER DAY. AN ADVANCED TREATMENT SYSTEM IS PROPOSED TO PROVIDE SIGNIFICANT REDUCTION IN WASTE STRENGTH PRIOR TO DISCHARGE INTO A TIME DOSED PRESSURIZED SUBSURFACE DRIP FIELD. ROUTINE MONITORING AND MAINTENANCE WILL BE REQUIRED FOR THE LIFE OF THE SYSTEM.

SEE PLANS AND OWTS REPORT FOR DETAILED INFORMATION.



SITE PLAN PROVIDED BY WILLIAM WOOD ARCHITECTS. SURVEY AND TOPOGRAPHICAL DATA PROVIDED BY ALEXANDER & ASSOCIATES INC. SURVEY CONDUCTED IN AUGUST OF 2022. EX WASTEWATER DESIGN LLC HAS PREPARED THESE PLANS UTILIZING THIS INFORMATION FOR WASTEWATER DESIGN PURPOSES ONLY. THESE PLANS ARE PRELIMINARY AND "NOT FOR CONSTRUCTION". THESE PLANS SHALL NOT BE DUPLICATED, PUBLISHED, OR OTHERWISE USED WITHOUT WRITTEN CONSENT OF EX WASTEWATER DESIGN LLC.

OVERALL SITE PLAN  
9846 REUSS RD., LIVERMORE, CA  
APN: 99A-2003-19  
AVAANT VINEYARDS

PETER EX, REHS  
2253 1st AVE, NAPA, CA 94558  
EXSEPTICDESIGN@GMAIL.COM  
707-302-4550

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REHS# 7872    *PETER EX*

**EX** WASTEWATER  
DESIGN LLC

1000000

SHEET  
1 OF 5



AVAANTI VINEYARDS - SINGLE FAMILY RESIDENCE  
PRELIMINARY ONSITE WASTEWATER TREATMENT SYSTEM SITE PLAN

SUBSURFACE DRIP DISPERSAL AREA LANDSCAPING/PLANTING GUIDELINES:

IN GENERAL, PLANTS HELP THE DISPERSAL FIELD FUNCTION AT ITS BEST BY REMOVING MOISTURE AND NUTRIENTS FROM THE SOIL. PLANT COVER IS ALSO ESSENTIAL AS EROSION CONTROL. AT A MINIMUM THE DISPERSAL FIELD SHOULD BE PLANTED WITH A DENSE COVER OF DROUGHT TOLERANT GRASSES.

WHEN CONSULTING WITH A LANDSCAPE PROFESSIONAL, THE BEST CHOICES FOR PLANTING OVER A SUBSURFACE DISPERSAL FIELD IS DROUGHT TOLERANT GRASSES, SHALLOW ROOTED HERBACEOUS PLANTS, SUCH AS FLOWERING PERENNIALS AND ANNUALS, OR OTHER GROUND COVERS THAT ARE NOT EXCESSIVELY WATER LOVING AND HAVE NON-INVASIVE ROOT SYSTEMS.

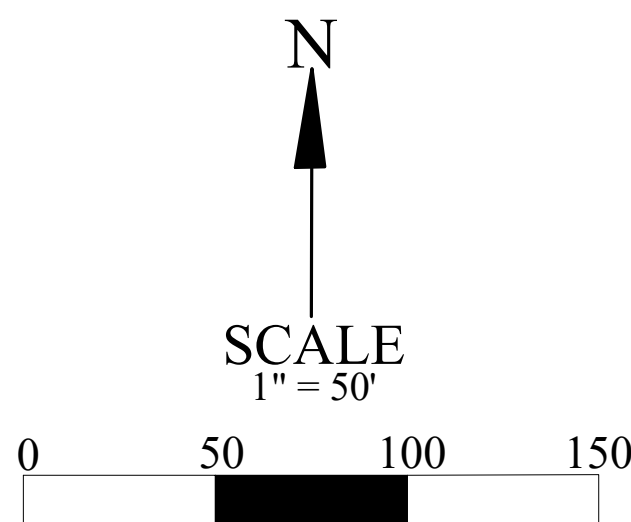
TREES AND SHRUBS SHOULD NOT BE PLANTED IN THE SUBSURFACE DRIP DISPERSAL AREA AND THERE SHALL BE NO IRRIGATION USED IN OR AROUND THE IMMEDIATE AREA. SUPPLEMENTAL IRRIGATION DURING DRY WEATHER PERIODS MAY BE SUPPLEMENTED VIA HAND WATERING OR OVERHEAD SPRINKLERS SET ON WEATHER BASED TIMER SYSTEM.

ALL WATER IRRIGATION PIPING SHALL BE INSTALLED A MINIMUM OF 10 FEET OUTSIDE THE SUBSURFACE DRIP DISPERSAL AREA.

EX WASTEWATER DESIGN SHALL COORDINATE WITH PROJECT LANDSCAPE ARCHITECT AND CIVIL ENGINEER TO ENSURE ALL PROPOSED LANDSCAPING AND GRADING PLANS DO NOT NEGATIVELY IMPACT THE PROPOSED ONSITE WASTEWATER SYSTEM.

LEGEND:

TP# = TEST PIT  
R# = PERC. HOLE



RESIDENCE SITE PLAN  
9846 REUSS RD., LIVERMORE, CA  
APN: 99A-2003-19  
AVAANTI VINEYARDS

PETER EX. REHS  
2253 1st AVE, NAPA, CA 94558  
EXSEPTICDESIGN@GMAIL.COM  
707-302-4550  
REHS# 7872 PETER EX.

EX WASTEWATER  
DESIGN LLC



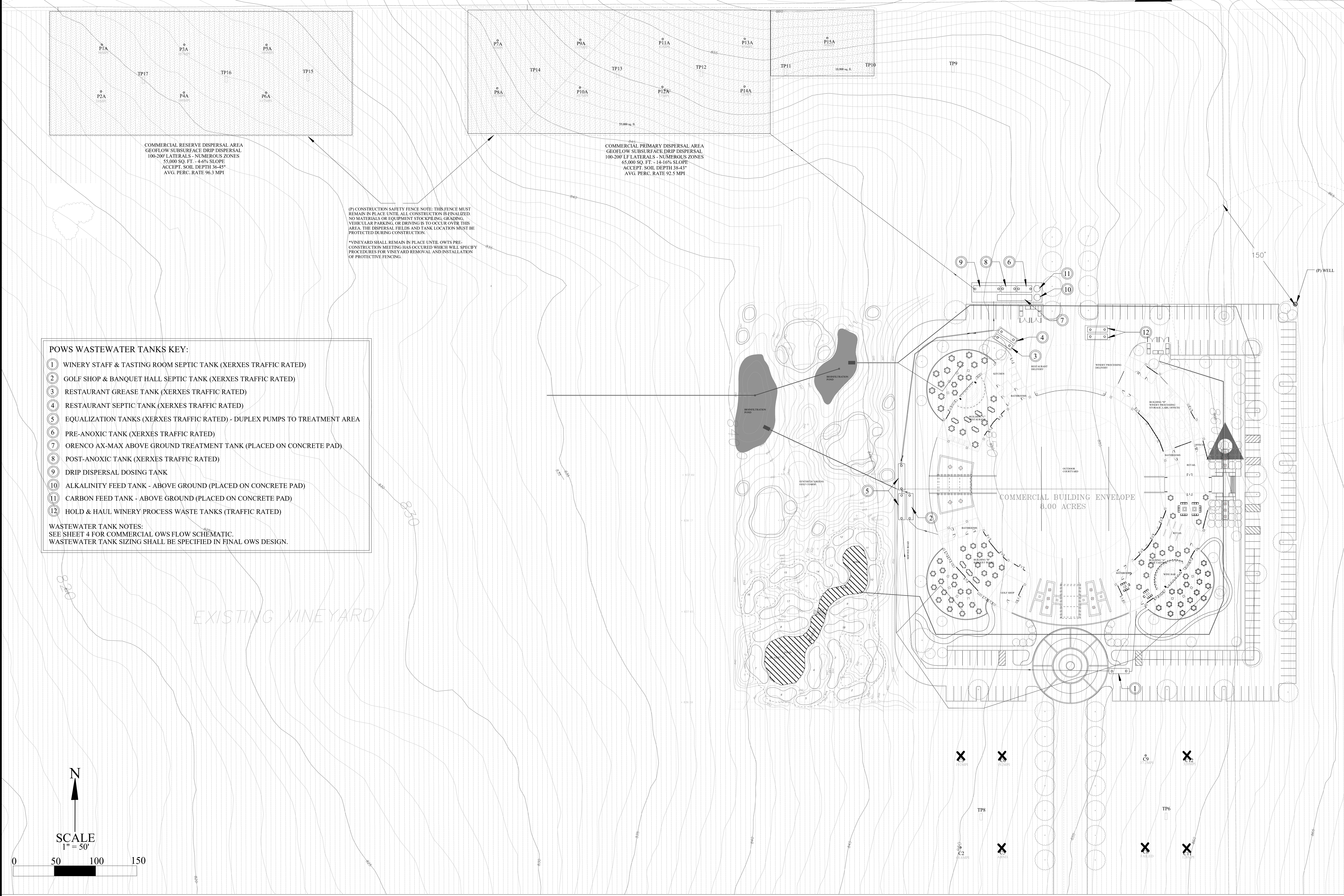
LEGEND:

- TP# = TEST PIT
- C/P# = PERC. HOLE
- C/P# FAILED/TOO SLOW PERC. HOLE

AVAANTI VINEYARDS - COMMERCIAL DEVELOPMENT

PRELIMINARY ONSITE WASTEWATER TREATMENT SYSTEM SITE PLAN

SCALE: 1" = 50'



POWS WASTEWATER TANKS KEY:

- 1 WINERY STAFF & TASTING ROOM SEPTIC TANK (XERXES TRAFFIC RATED)
- 2 GOLF SHOP & BANQUET HALL SEPTIC TANK (XERXES TRAFFIC RATED)
- 3 RESTAURANT GREASE TANK (XERXES TRAFFIC RATED)
- 4 RESTAURANT SEPTIC TANK (XERXES TRAFFIC RATED)
- 5 EQUALIZATION TANKS (XERXES TRAFFIC RATED) - DUPLEX PUMPS TO TREATMENT AREA
- 6 PRE-ANOXIC TANK (XERXES TRAFFIC RATED)
- 7 ORENCO AX-MAX ABOVE GROUND TREATMENT TANK (PLACED ON CONCRETE PAD)
- 8 POST-ANOXIC TANK (XERXES TRAFFIC RATED)
- 9 DRIP DISPERSAL DOSING TANK
- 10 ALKALINITY FEED TANK - ABOVE GROUND (PLACED ON CONCRETE PAD)
- 11 CARBON FEED TANK - ABOVE GROUND (PLACED ON CONCRETE PAD)
- 12 HOLD & HAUL WINERY PROCESS WASTE TANKS (TRAFFIC RATED)

WASTEWATER TANK NOTES:  
SEE SHEET 4 FOR COMMERCIAL OWS FLOW SCHEMATIC.  
WASTEWATER TANK SIZING SHALL BE SPECIFIED IN FINAL OWS DESIGN.

COMMERCIAL SITE PLAN  
9846 REUSS RD., LIVERMORE, CA  
APN: 99A-2003-19  
AVAANTI VINEYARDS

PETER EX. REHS  
2253 1st AVE, NAPA, CA 94558  
EXSEPTICDESIGN@GMAIL.COM  
707-302-4550  
REHS# 7872 PETER EX.

EX WASTEWATER  
DESIGN LLC

REVISION:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

SHEET  
3 OF 5



COMMERCIAL & RESIDENTIAL CONCEPTUAL TREATMENT SYSTEM DETAILS

OWTS DETAILS  
9846 REUSS RD., LIVERMORE, CA  
APN: 99A-2003-19  
AVA ANTI VINEYARDS

PETER EX. REHS  
2253 1st AVE, NAPA, CA 94558  
EXSEPTICDESIGN@GMAIL.COM  
707-302-4550  
REHS# 7872 PETER EX.

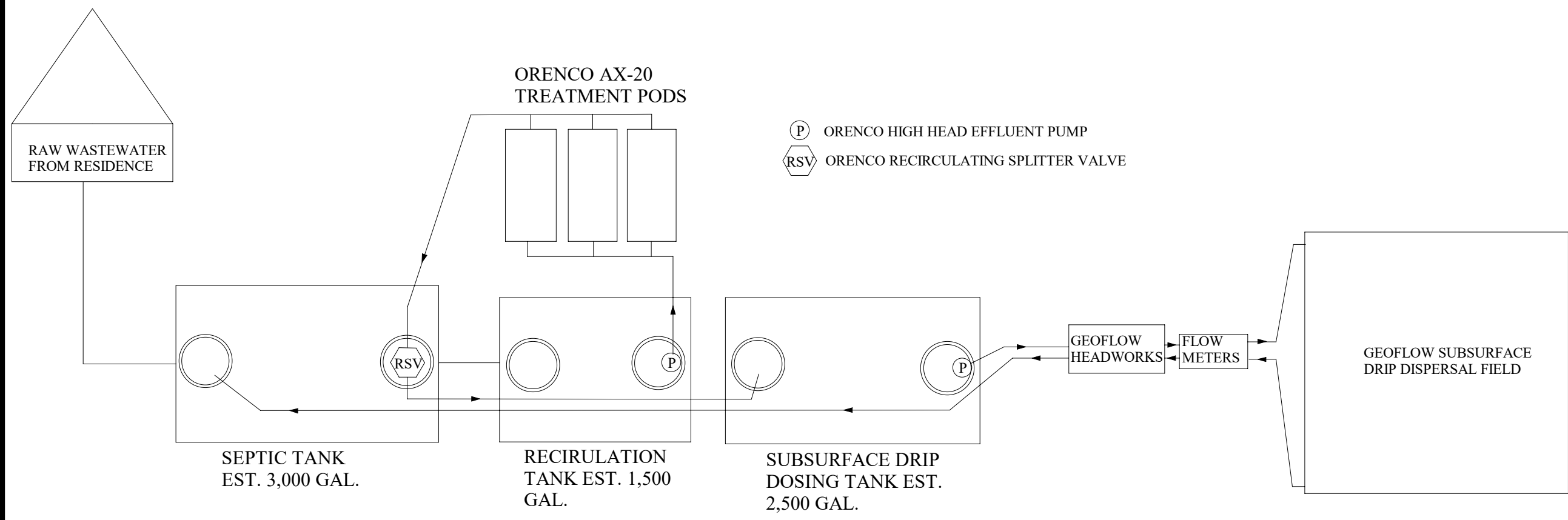
EX WASTEWATER  
DESIGN LLC

REVISION:  
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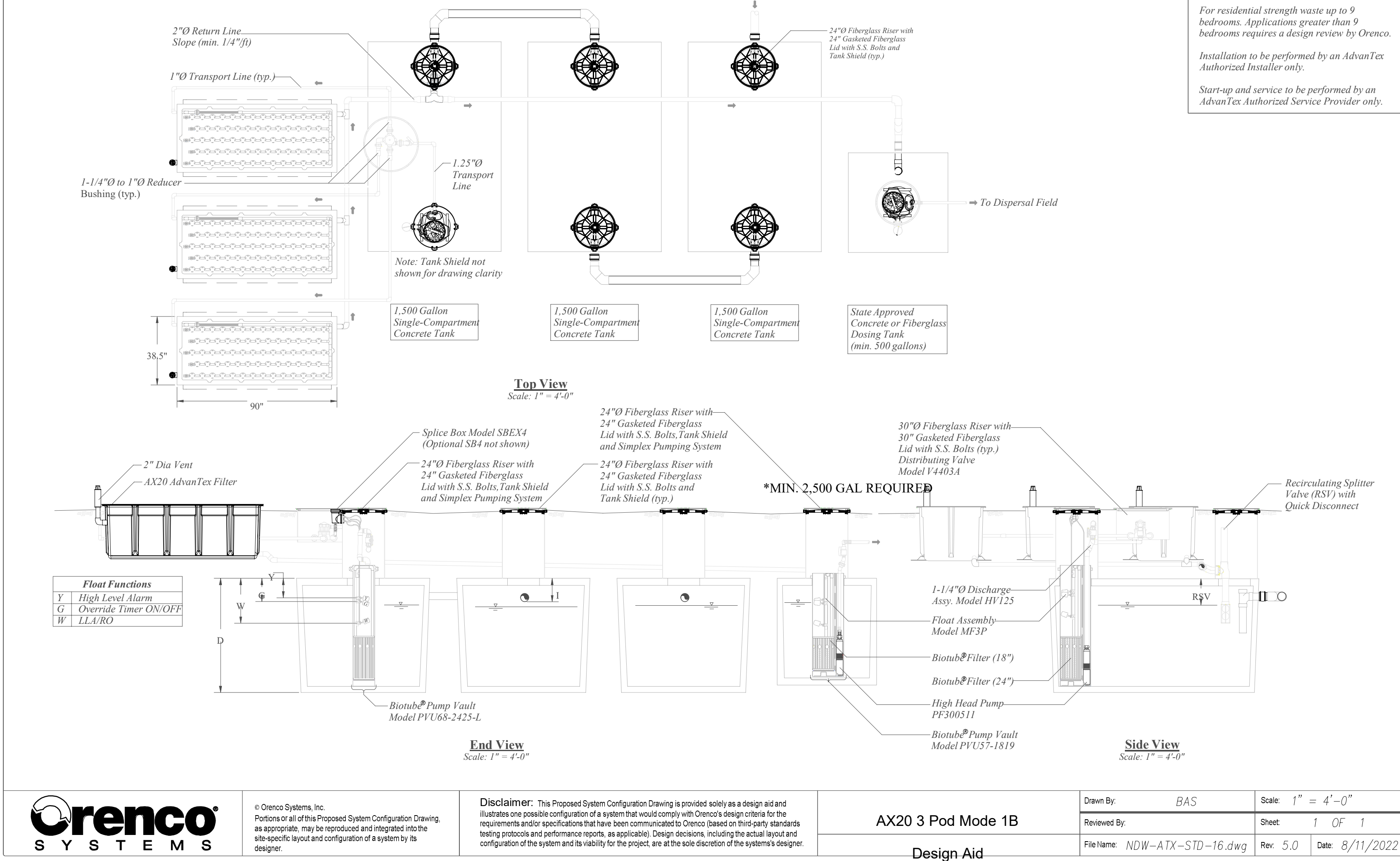
SHEET  
4 OF 5

CONCEPTUAL RESIDENCE TREATMENT SYSTEM - "PRELIMINARY"

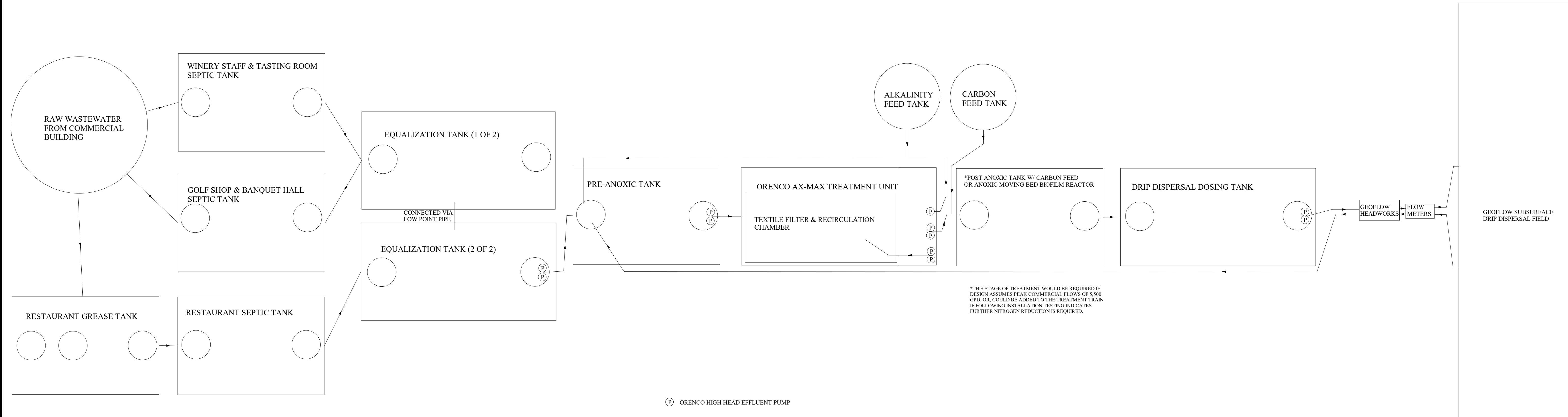
RESIDENCE OWS FLOW SCHEMATIC



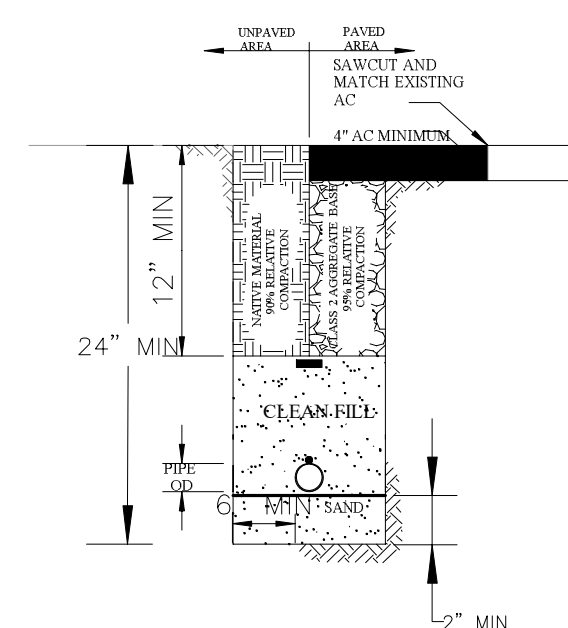
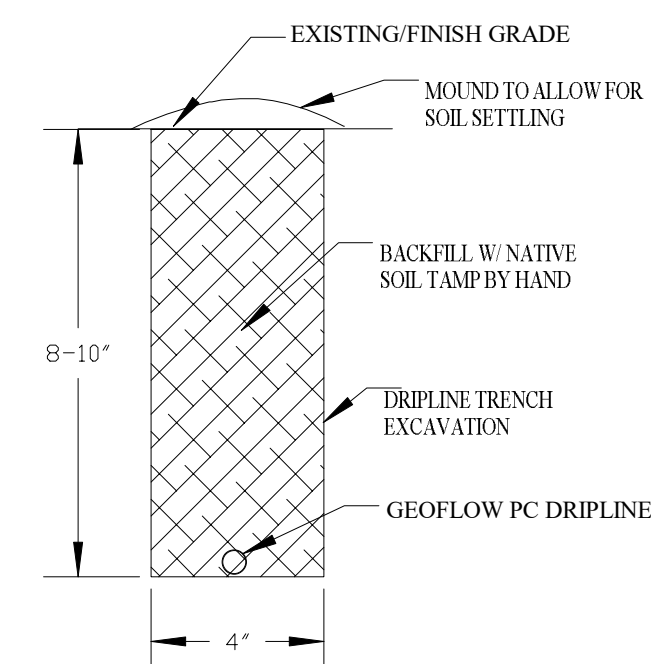
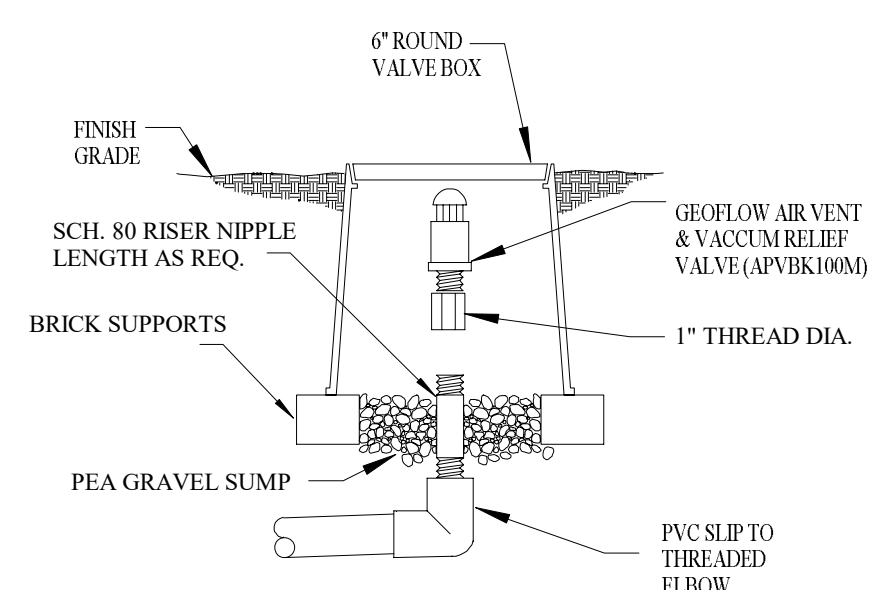
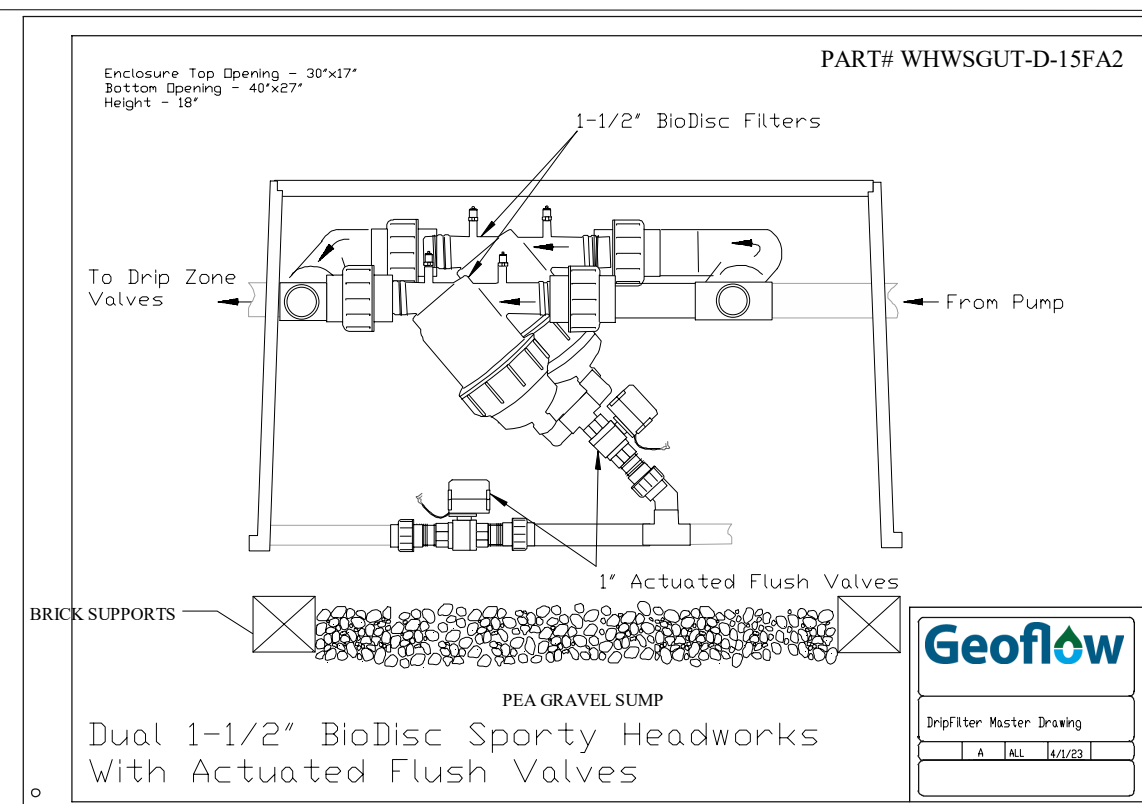
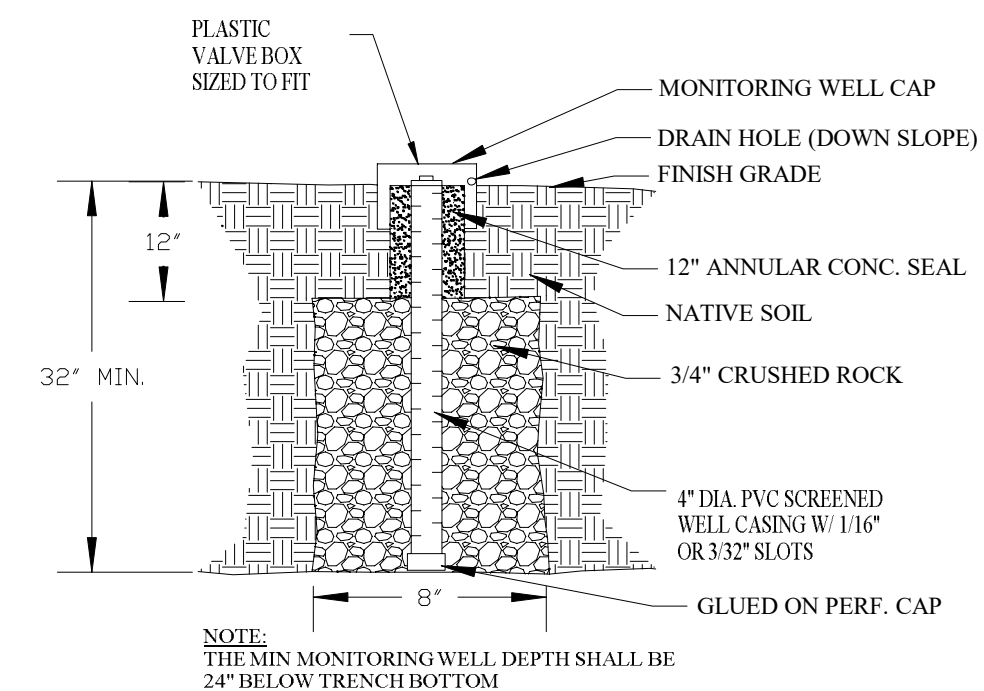
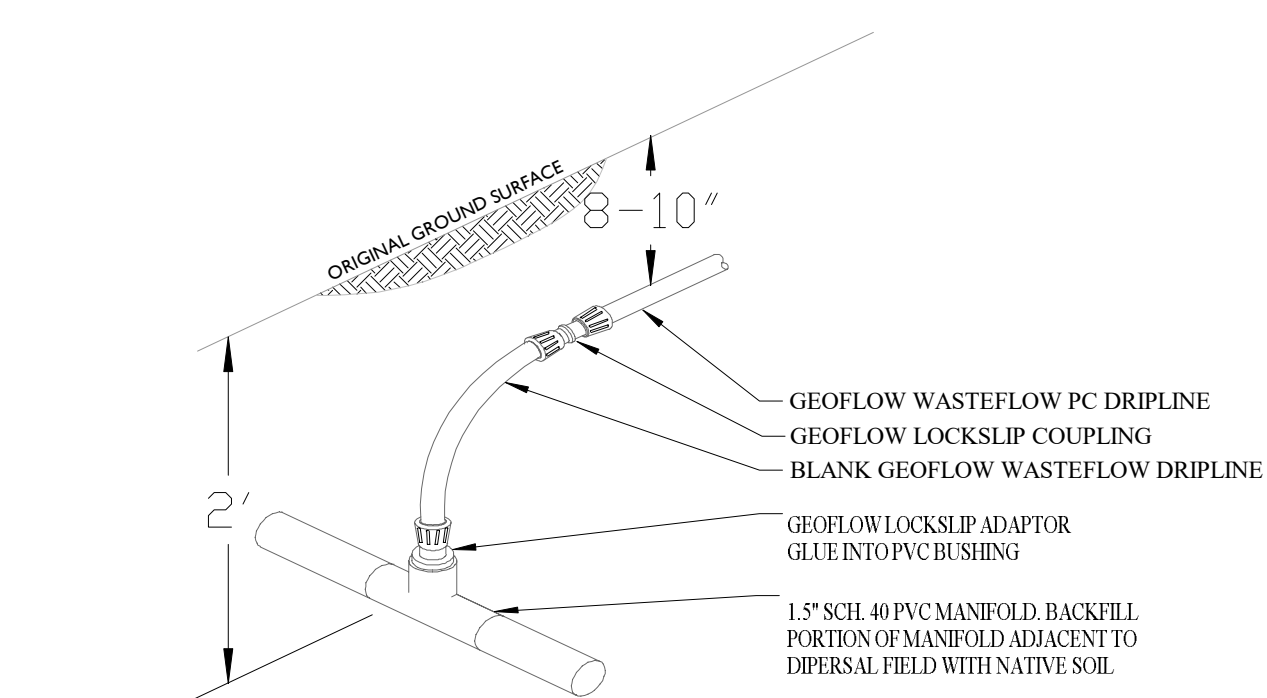
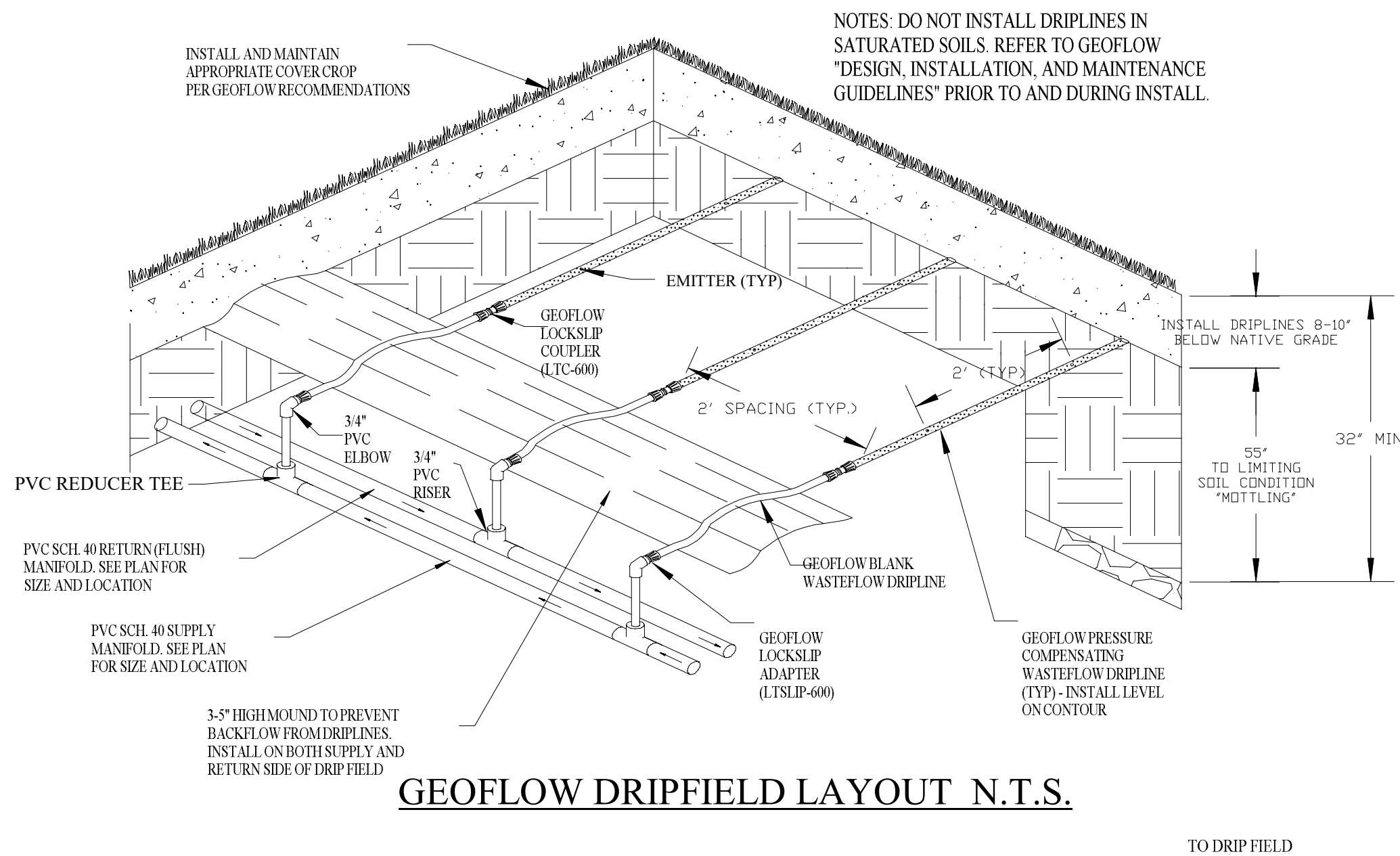
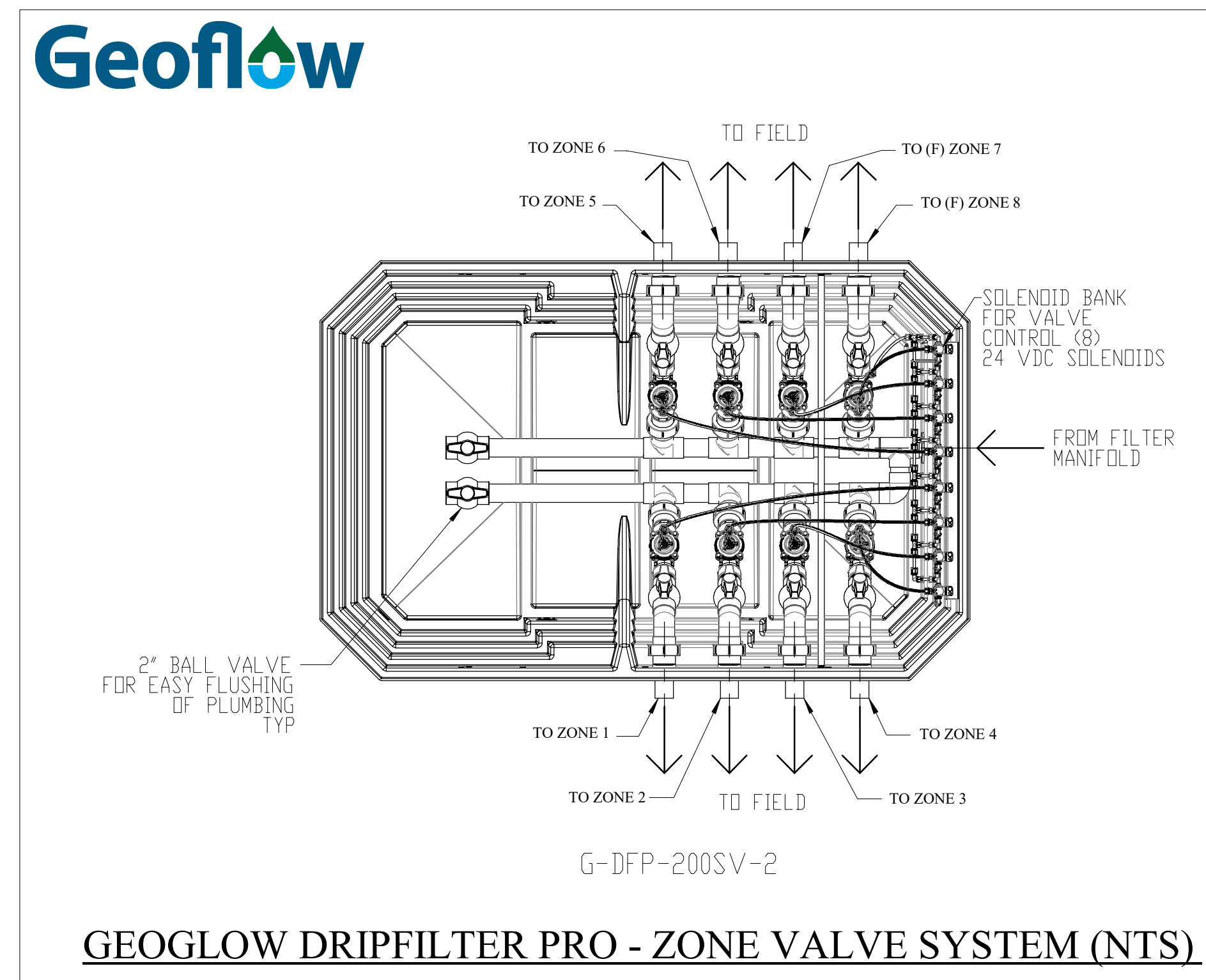
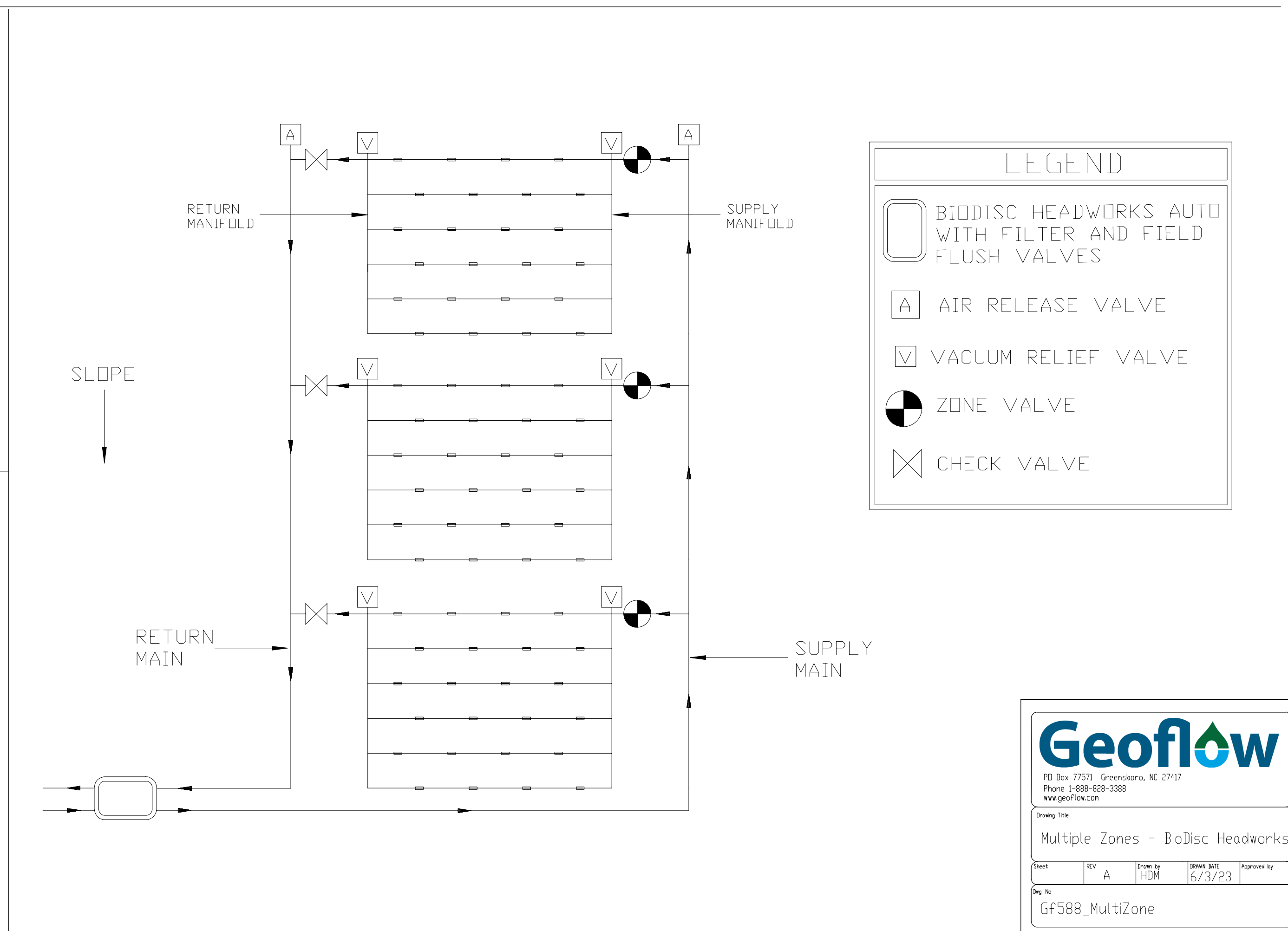
AdvanTex® AX20 3 Pod Mode 1B w/Concrete Tank



COMMERCIAL OWS FLOW SCHEMATIC







OWTS DETAILS  
9846 REUSS RD., LIVERMORE, CA  
APN: 99A-2003-19  
AVAANTI VINEYARDS

PETER EX, REHS  
2253 1st AVE, NAPA, CA 94558  
EXSEPTICDESIGN@GMAIL.COM  
707-302-4550

**EX** WASTEWATER  
DESIGN LLC

REVISION: \_\_\_\_\_

SHEET  
5 OF 5



*IMPROVEMENTS FOR  
9846 REUSS ROAD  
LIVERMORE  
AVAANTI VINEYARD*

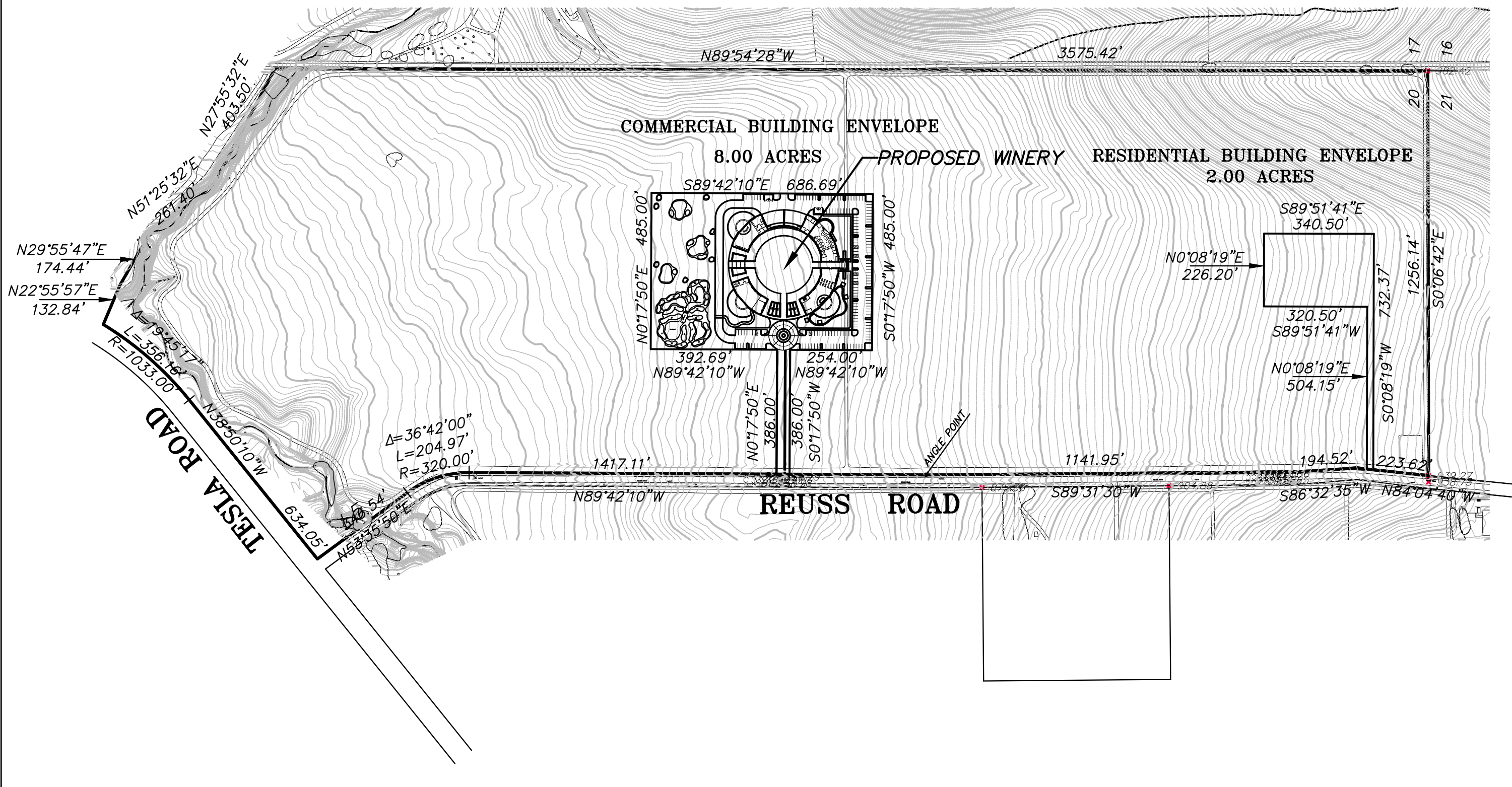


## SHEET INDEX

- 1 COVER SHEET  
2 GRADING AND DRAINAGE PLAN

- ### GENERAL GRADING NOTES

1. A GRADING PERMIT SHALL BE REQUIRED PRIOR TO COMMENCEMENT OF ANY EARTHWORK.
2. AN ENCROACHMENT PERMIT SHALL BE REQUIRED PRIOR TO COMMENCEMENT OF ANY WORK WITHIN PUBLIC RIGHT OF WAY.
3. ALL GRADING SHALL CONFORM TO THE COUNTY SPECIFICATIONS AND IN ADDITION TO THE RECOMMENDATIONS CONTAINED IN THE SOILS REPORT PREPARED BY \_\_\_\_\_ DATED \_\_\_\_\_  
THE SOILS ENGINEER WILL PROVIDE ON-SITE OBSERVATION AND SOILS TESTING DURING THE GRADING OPERATION.
4. EMBANKMENT CONSTRUCTION SHALL CONFORM TO SECTION 19-6 OF THE STATE STANDARD SPECIFICATIONS.
5. THE MINIMUM FILL DENSITY COMPACTION WILL BE IN ACCORDANCE WITH M.S.B. 155.28.
6. GRADES SHALL NOT BE MORE THAN 0.1 FEET LOWER NOR 0.1 FEET HIGHER THAN THE ELEVATION INDICATED ON THIS PLAN.
7. EROSION AND SEDIMENT CONTROL MEASURES INCLUDING BUT NOT LIMITED TO RUN-ON AND RUNOFF CONTROL, EFFECTIVE SITE MANAGEMENT, AND NON STORM WATER MANAGEMENT THROUGH ALL PHASES OF CONSTRUCTION SHALL BE UTILIZED AT THE SITE AT ALL TIMES, YEAR ROUND, UNTIL THE SITE IS FULLY STABILIZED BY LANDSCAPING OR THE INSTALLATION OF PERMANENT EROSION CONTROL MEASURES.
8. THE CONTRACTOR AND/OR HIS SUBCONTRACTORS SHALL PREVENT THE FORMATION OF AN AIRBORNE DUST NUISANCE AT ALL TIMES. THEY SHALL DO SO BY WATERING AND/OR TREATING THE SITE OF WORK, AND SHALL MAINTAIN DUST CONTROL EQUIPMENT ON THE SITE AT ALL TIMES DURING CONSTRUCTION AND UNTIL FINAL COMPLETION. THEY SHALL BE RESPONSIBLE FOR ANY DAMAGE DONE BY DUST FROM THEIR CONSTRUCTION ACTIVITIES. PERMITS ARE REQUIRED UNDER THIS CONTRACT. THE PRICES FOR THE VARIOUS ITEMS OF WORK SHALL INCLUDE PROVIDING ADEQUATE DUST CONTROL, AS REQUIRED BY THE LOCAL AGENCY.
9. THE APPROXIMATE QUANTITY OF CUT IS CUBIC YARDS, & FILL IS CUBIC YARDS. THE CONTRACTOR SHALL ALSO BE RESPONSIBLE FOR VERIFICATION OF ABOVE EARTHWORK QUANTITIES PRIOR TO THE START OF THE GRADING OPERATION.
10. EXISTING CEASES, FOUNDATIONS, BASEMENTS, TANKS OR OTHER UNDERGROUND STRUCTURES, IF ENCOUNTERED, SHALL BE REMOVED AND THE RESULTING DEPRESSIONS BACKFILLED AND COMPACTED UNDER OBSERVATION BY THE SOILS ENGINEER.
11. ANY EXISTING WELLS ON PROPERTY BEING DEVELOPED SHALL BE SEALED AND ABANDONED IN ACCORDANCE WITH THE APPLICABLE UNDERGROUND PROTECTION ORDINANCE. THE CONTRACTOR OR OTHER RESPONSIBLE PARTY SHALL CALL ZONE 1484-8000 FOR ADDITIONAL INFORMATION.
12. THE CONTRACTOR SHALL NOTIFY THE SOILS ENGINEER 48 HOURS PRIOR TO THE START OF CONSTRUCTION REGARDING FILL STAKING.
13. CONSTRUCTION WATER TO BE RECLAIMED WATER OBTAINED FROM DUBLIN - SAN RAMON SERVICES DISTRICT IF POSSIBLE OR THE CITY OF PLEASANTON.
14. SUBDRAIN PIPE SHALL BE PERFORATED PVC (SOR 35) WITH A BLANKET OF FILTERING MATERIAL, PRECISE SIZE AND LOCATION TO BE DETERMINED AND FIELD BY THE SOILS ENGINEER.
15. PRIOR TO COMPLETION OF SUBGRADE PREPARATION, R-VALUE TESTS BY THE SOILS ENGINEER WILL BE REQUIRED AT LOCATIONS SPECIFIED BY THE COUNTY ENGINEER TO VERIFY THE PAVEMENT DESIGN REQUIREMENTS.



*SITE MAP*  
*1"=300'*

LOT AREA

112.33 ac.

DISTURBED AREA  
8.0 ac.

IMPERVIOUS AREA

NEW BUILDINGS = 29,667 SF  
PAVED AREA = 147,169 SF

**TOTAL = 176,836 SF (4.06 ac.)**

**BASIS OF BEARINGS**  
THE BEARINGS SHOWN HEREON WERE BASED ON  
PARCEL MAP 7949 (272 PM 1), ALAMEDA COUNTY  
RECORDS.

**BASIS OF ELEVATIONS**  
ELEVATIONS SHOWN HEREON WERE DERIVED FROM A  
GPS RTK SURVEY CONDUCTED IN AUGUST OF 2022.  
VERTICAL DATUM IS BASED ON NAVD88 (GEOID 12B).

HAUL ROUTE

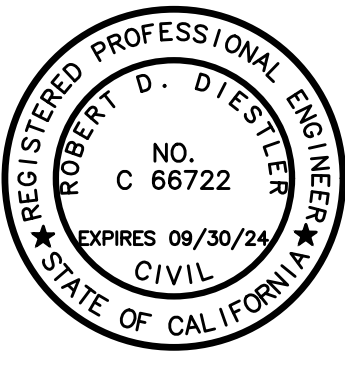
1. ACCESS TO THE DEVELOPMENT BY CONSTRUCTION EQUIPMENT, MATERIAL DELIVERIES AND OTHER HEAVY LOADS SHALL BE LIMITED BY THE DEVELOPER TO THE FOLLOWING ROUTE: HWY 580, GREENVILLE RD, TESLA RD., REUSS RD.

# ENGINEER CERTIFICATE

PLANS PREPARED UNDER THE SUPERVISION OF:

Rob Diestler

ROBERT D. DIESTLER RCE NO 66722, EXPIRES 09/30/24



ALAMEDA COUNTY PUBLIC WORKS AGENCY  
IMPROVEMENT PLANS REVIEWED BY:

BY: WILLIAM LEPERE P.E., DEPUTY DIRECTOR  
CONSTRUCTION AND DEVELOPMENT SERVICES DEPARTMENT  
ALAMEDA COUNTY PUBLIC WORKS AGENCY

## PROJECT NAME

**COVER SHEET**  
**9846 REUSS ROAD**  
**LIVERMORE**  
**ALAMEDA COUNTY, CALIFORNIA**

RD

DESIGNED BY: PD

CHECKED BY:

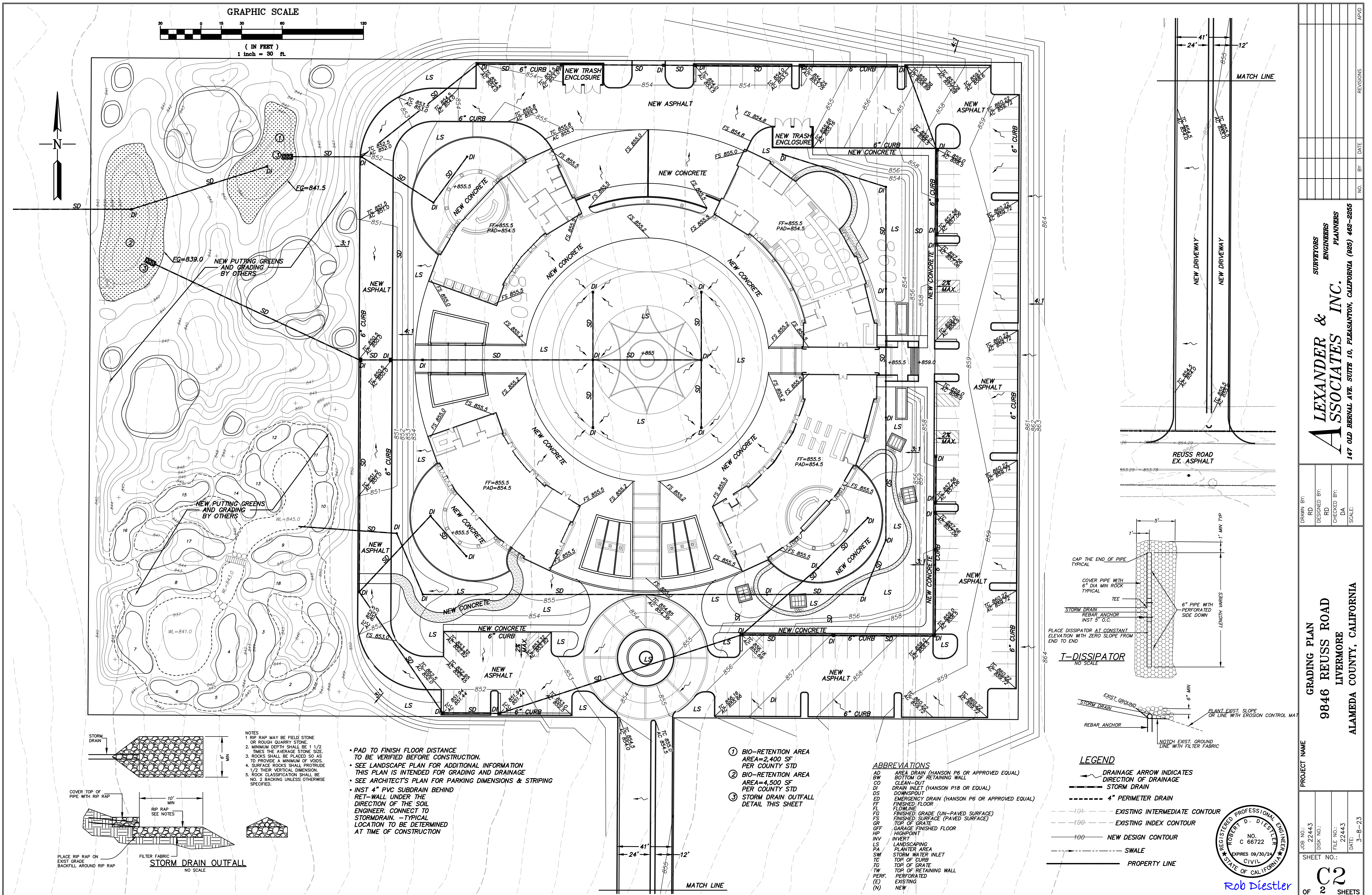
SCALE:

**ALEXANDER & ASSOCIATES INC.**  
SURVIVORS ENGINEERS PLANNERS  
1417 OLD BERNAL AVE. SUITE 10, PLEASANTON, CALIFORNIA (925) 462-2255

[illegible]

SHEET NO.:  
**C 1**  
OF 2 SHEETS





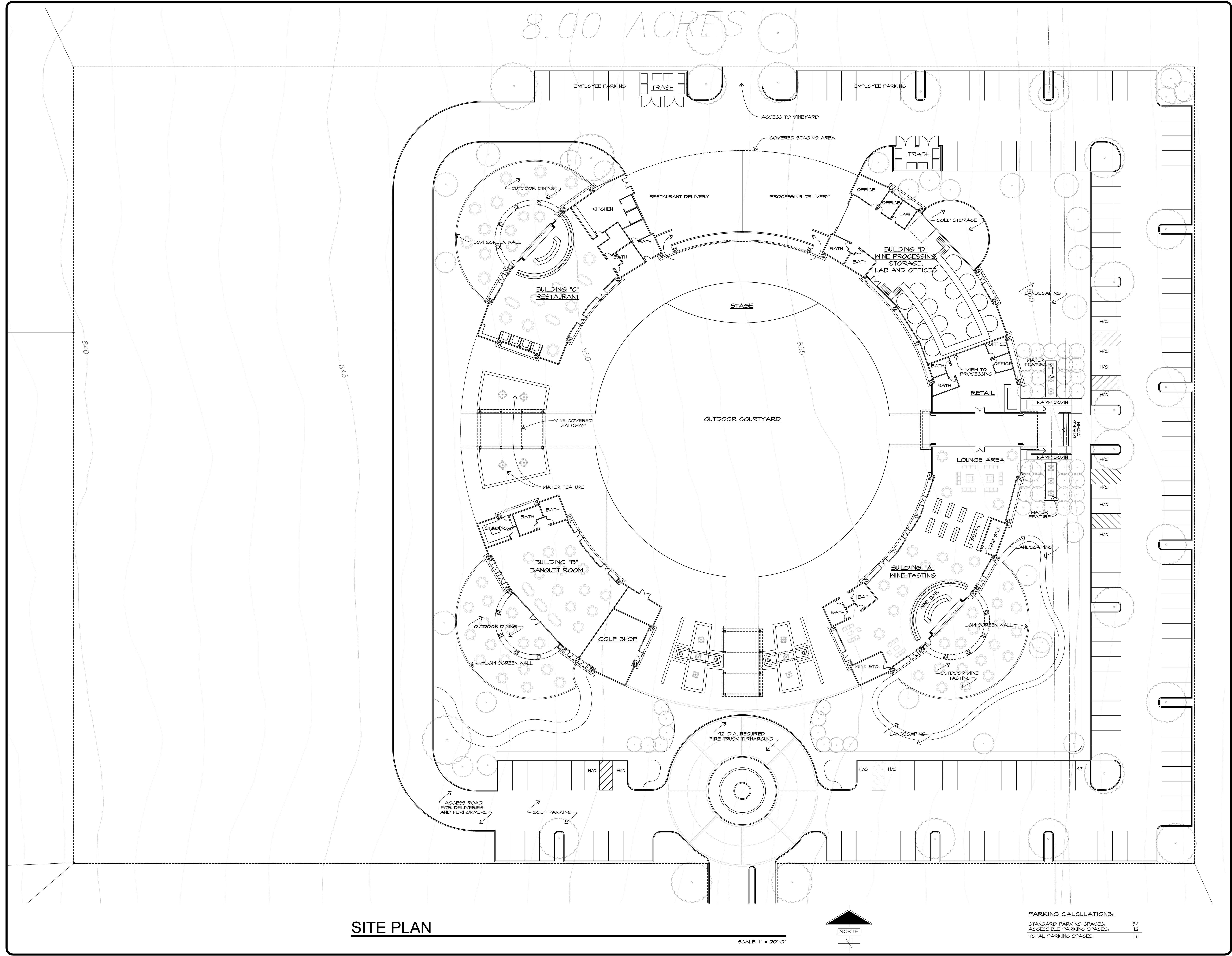
**ALEXANDER & ASSOCIATES INC.**  
SURVEYORS ENGINEERS PLANNERS  
147 OLD BERNAL AVE. SUITE 10, PLEASANTON, CALIFORNIA (956) 462-2265

9846 REUSS ROAD  
LIVERMORE  
ALAMEDA COUNTY, CALIFORNIA

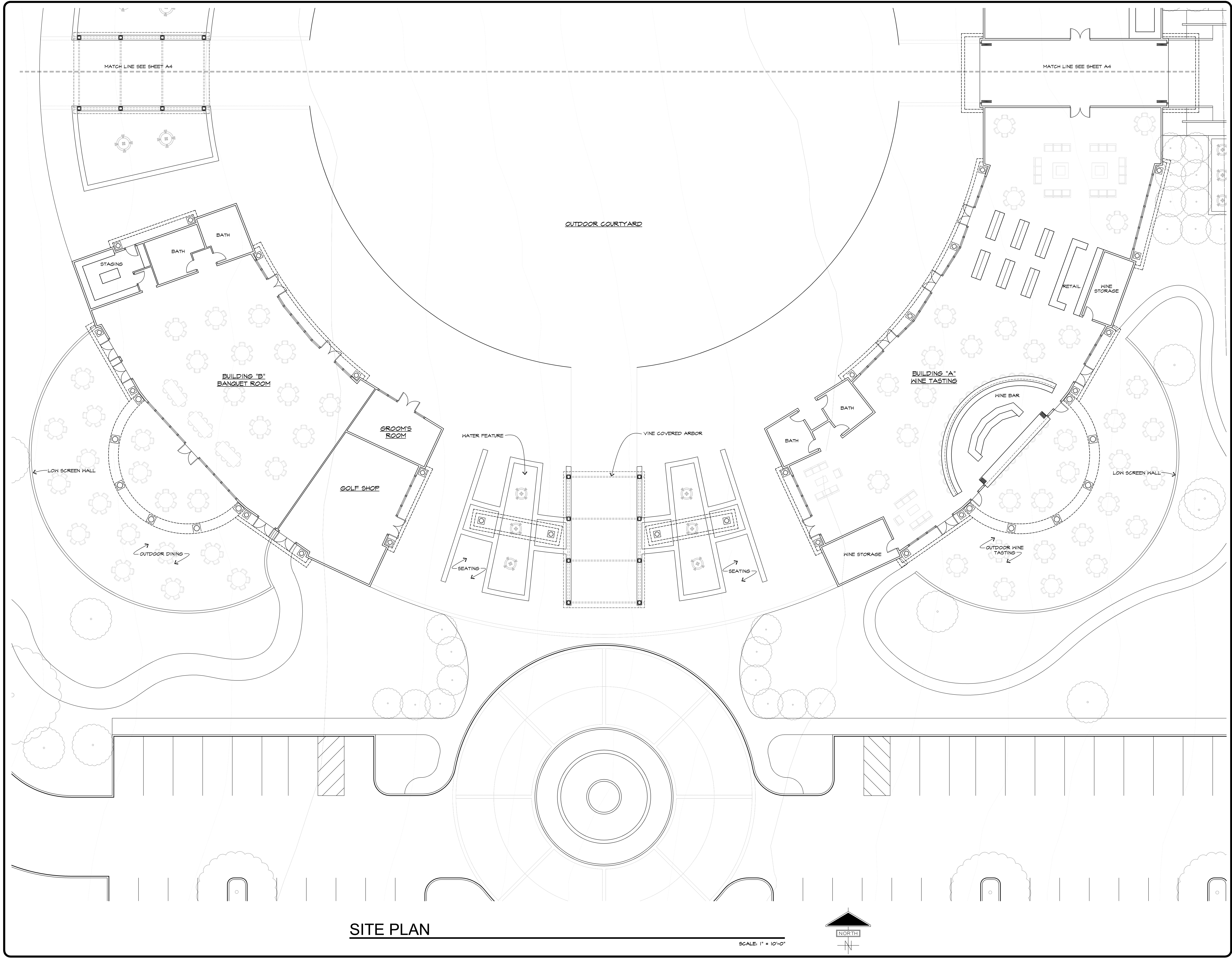
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FILE NO.:	22443
DATE:	3-8-23

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**2 SHEETS**



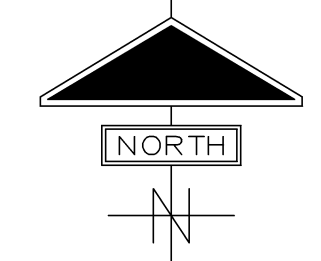




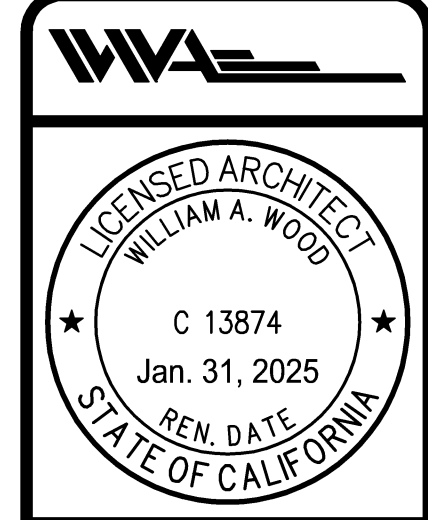


SITE PLAN

SCALE: 1" = 10'-0"



REVISIONS	DATE



**AVAANTI VINEYARD**  
 9846 REUSS ROAD  
 LIVERMORE, CA 94550

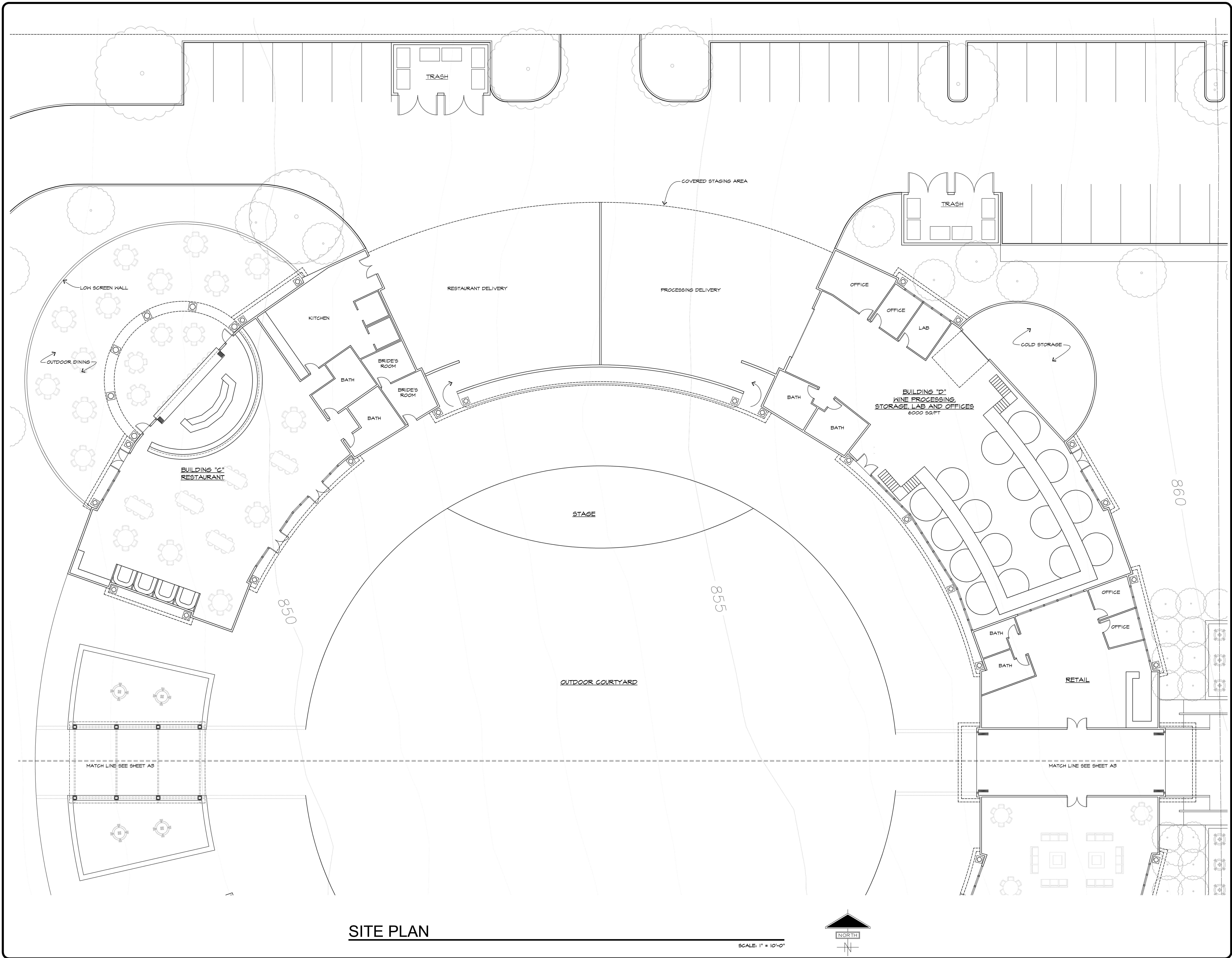
**WILLIAM WOOD ARCHITECTS**  
 301 HARTZ AVENUE, SUITE 203  
 DANVILLE, CALIFORNIA 94526  
 (925) 820-8233

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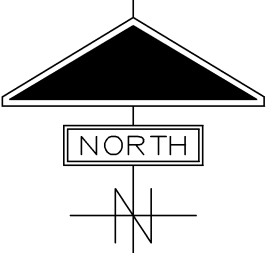
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SCALE	AS SHOWN
JOB NO.	22.1050C
SHEET	A3
OF	SHEETS

PLOT DATE: Apr. 27, 2023 - 9:50pm A1 site Plan 2.dwg

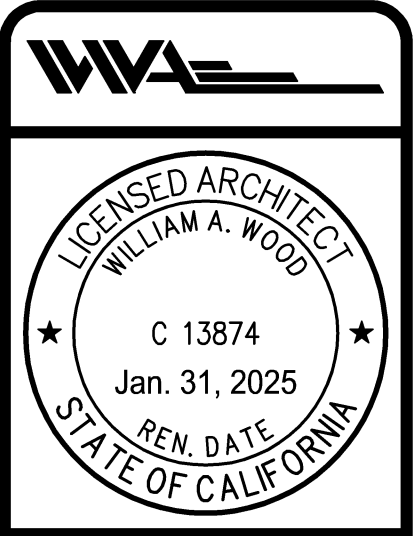


SITE PLAN

SCALE: 1" = 10'-0"



REVISIONS	DATE



**AVAANTI VINEYARD**  
9846 REUSS ROAD  
LIVERMORE, CA 94550

**WILLIAM WOOD ARCHITECTS**  
301 HARTZ AVENUE, SUITE 203  
DANVILLE, CALIFORNIA 94526  
(925) 820-8233

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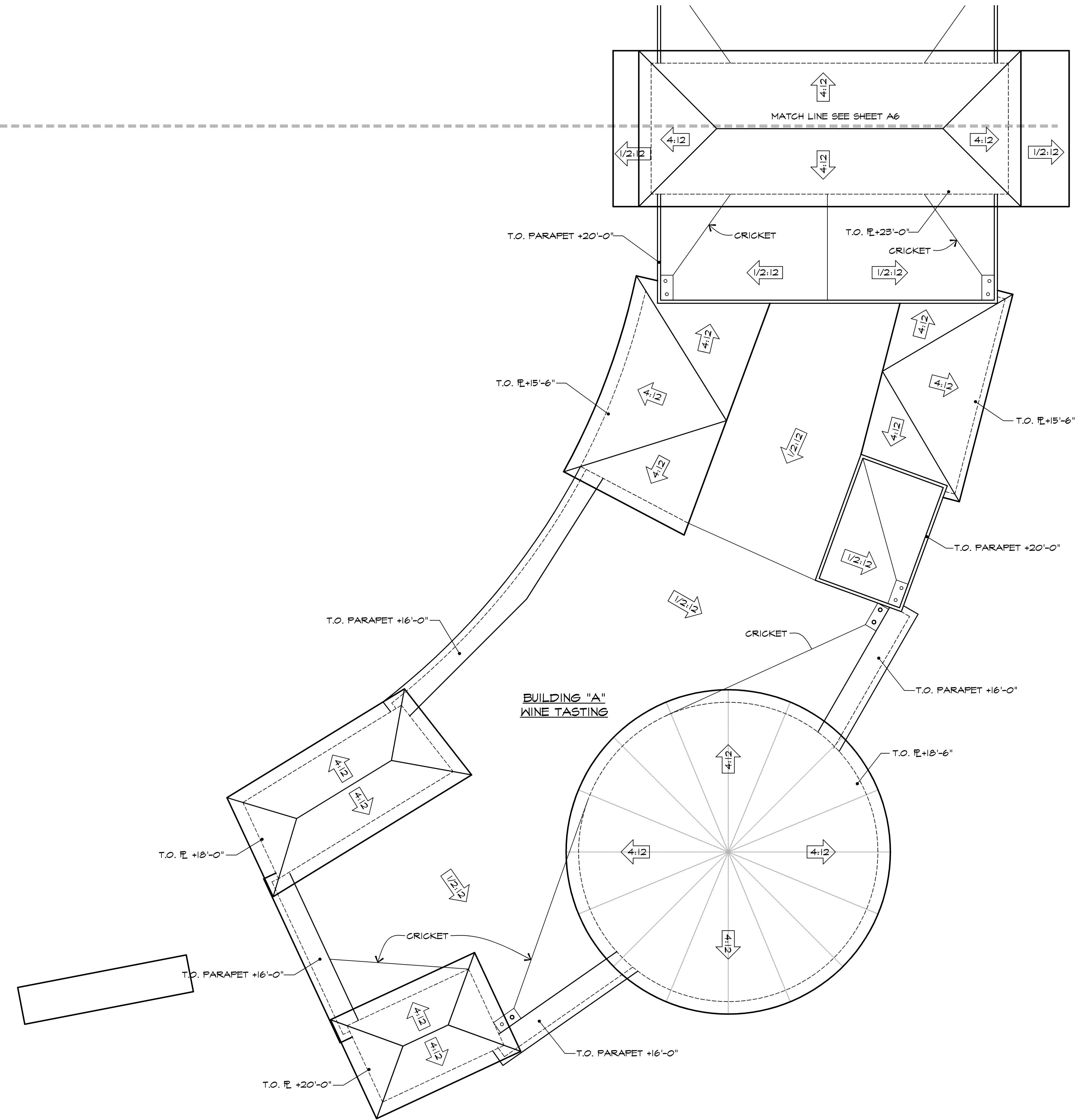
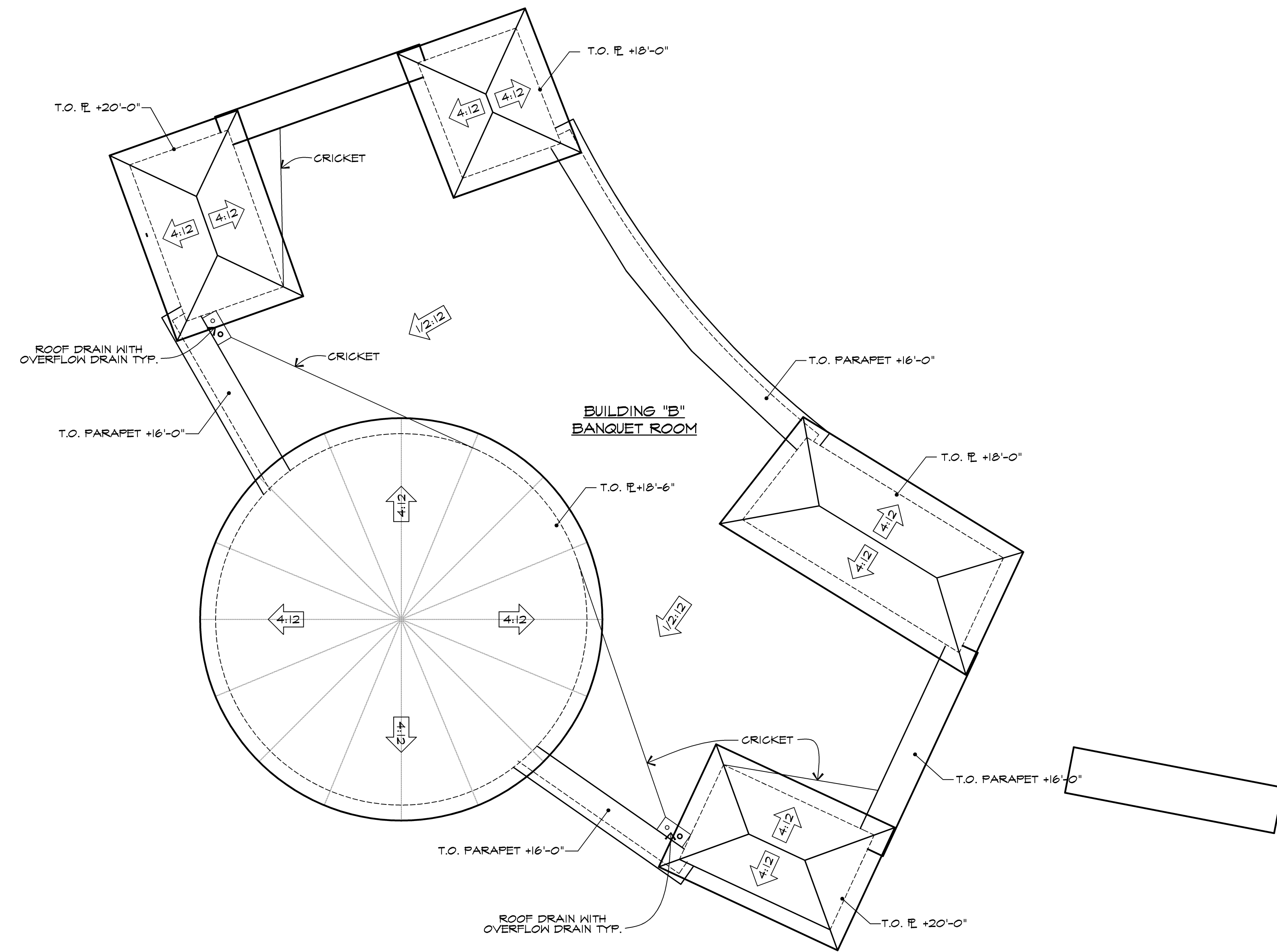
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CHECKED WW
DATE 3-15-23
SCALE AS SHOWN
JOB NO. 22.1050C
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OF SHEETS

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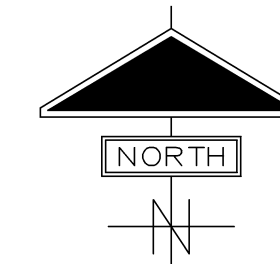


MATCH LINE SEE SHEET A6

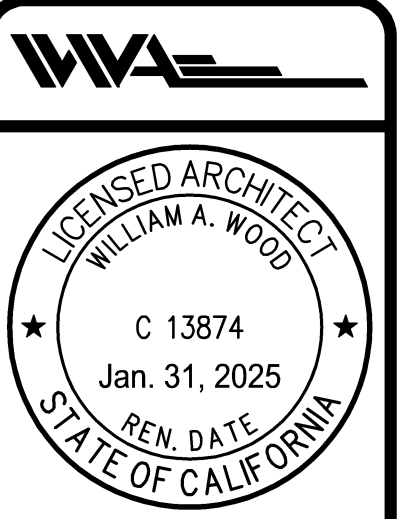


## PARTIAL ROOF PLAN

SCALE: 1" = 10'-0"



REVISIONS	DATE



**AVAANTI VINEYARD**  
9846 REUSS ROAD  
LIVERMORE, CA 94550

**WILLIAM WOOD ARCHITECTS**  
301 HARTZ AVENUE, SUITE 203  
DANVILLE, CALIFORNIA 94526  
(925) 820-8233

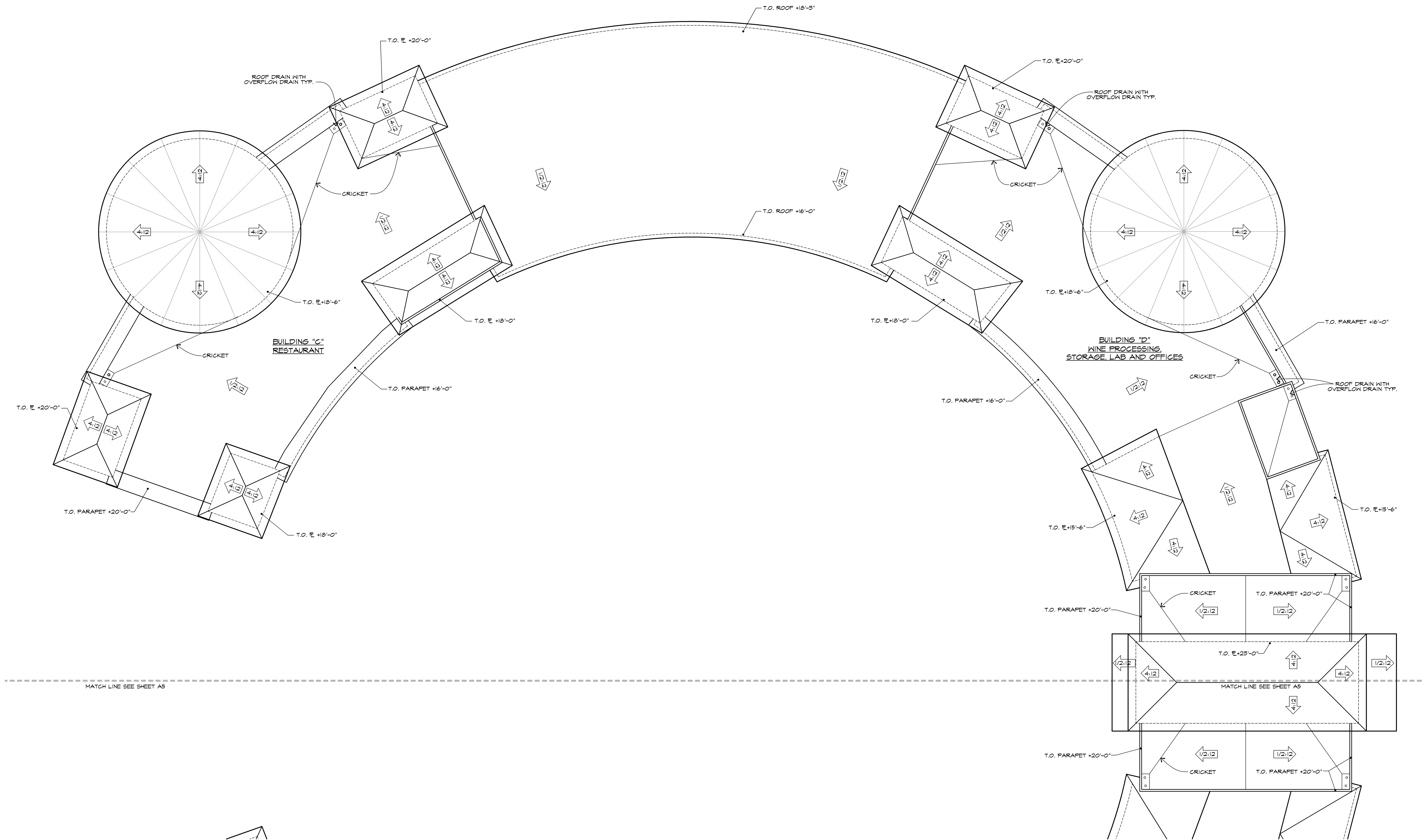
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DRAWN JJ
CHECKED WW
DATE 3-15-23
SCALE AS SHOWN
JOB NO. 22.1050C
SHEET

**A5**

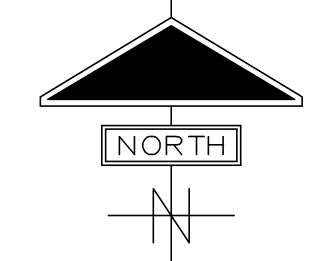
OF SHEETS

PLOT DATE: Apr 27, 2023 - 6:14pm AI roof Plans.dwg



PARTIAL ROOF PLAN

SCALE: 1" = 10'-0"



REVISIONS	DATE

**WVA**

LICENSED ARCHITECT  
WILLIAM A. WOOD  
C 13874  
Jan. 31, 2025  
REN. DATE  
STATE OF CALIFORNIA

**AVAANTI VINEYARD**  
9846 REUSS ROAD  
LIVERMORE, CA 94550

**WILLIAM WOOD ARCHITECTS**  
301 HARTZ AVENUE, SUITE 203  
DANVILLE, CALIFORNIA 94526  
(925) 820-8233

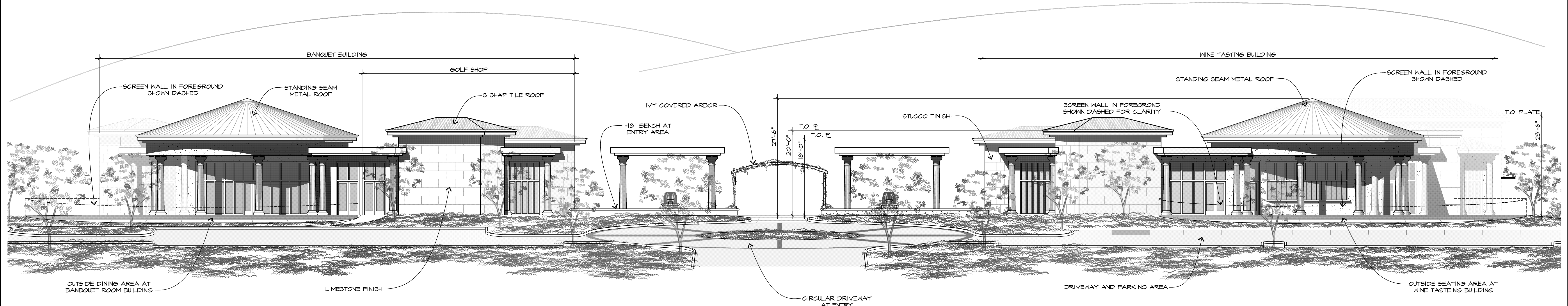
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DRAWN JJ
CHECKED WW
DATE 3-15-23
SCALE AS SHOWN
JOB NO. 22.1050C
SHEET <b>A6</b>
OF SHEETS

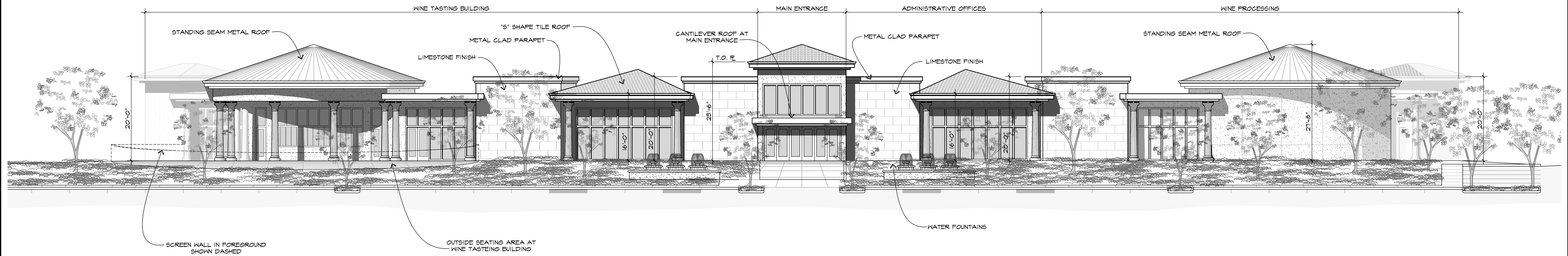
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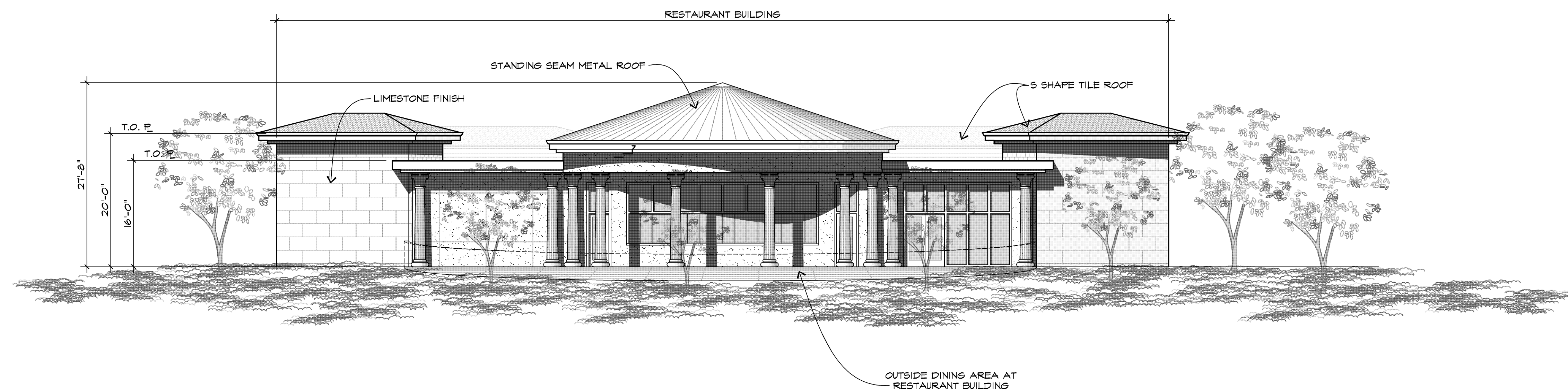
**BUILDING A AND B  
SOUTH ELEVATION**

SCALE: 1" = 10'-0"



**BUILDING A AND D  
EAST ELEVATION**

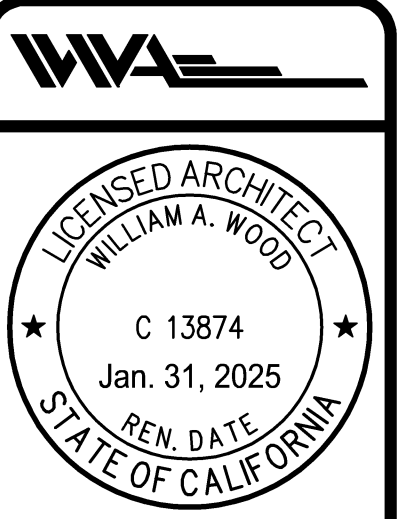
SCALE: 1" = 10'-0"



**BUILDING C  
NORTH WEST ELEVATION (RESTAURANT)**

SCALE: 1" = 10'-0"

REVISIONS	DATE



**AVAANTI VINEYARD**

9846 REUSS ROAD  
LIVERMORE, CA 94550

**WILLIAM WOOD  
ARCHITECTS**  
301 HARTZ AVENUE, SUITE 203  
DANVILLE, CALIFORNIA 94526  
(925) 820-8233

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WITHOUT WRITTEN CONSENT OF  
WILLIAM WOOD ARCHITECTS.

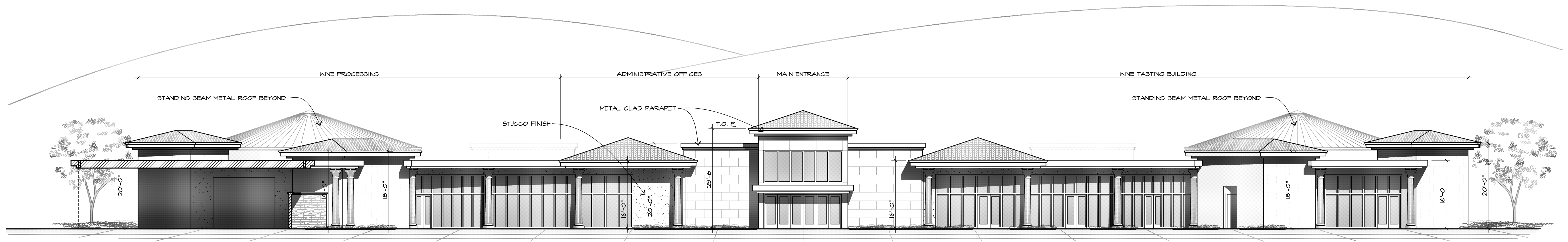
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DATE	3-15-23
SCALE	AS SHOWN
JOB NO.	22.1050C
SHEET	

**A7**

OF SHEETS

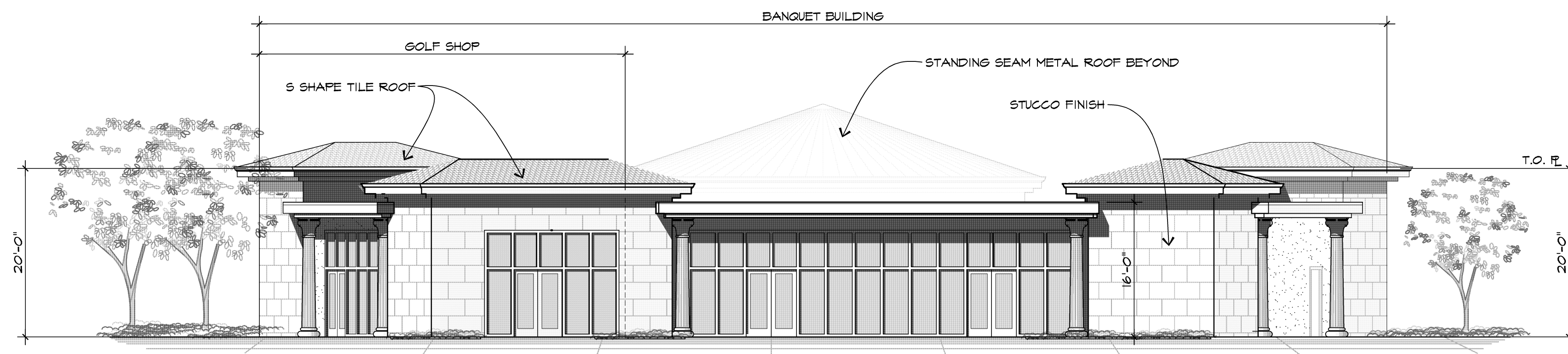
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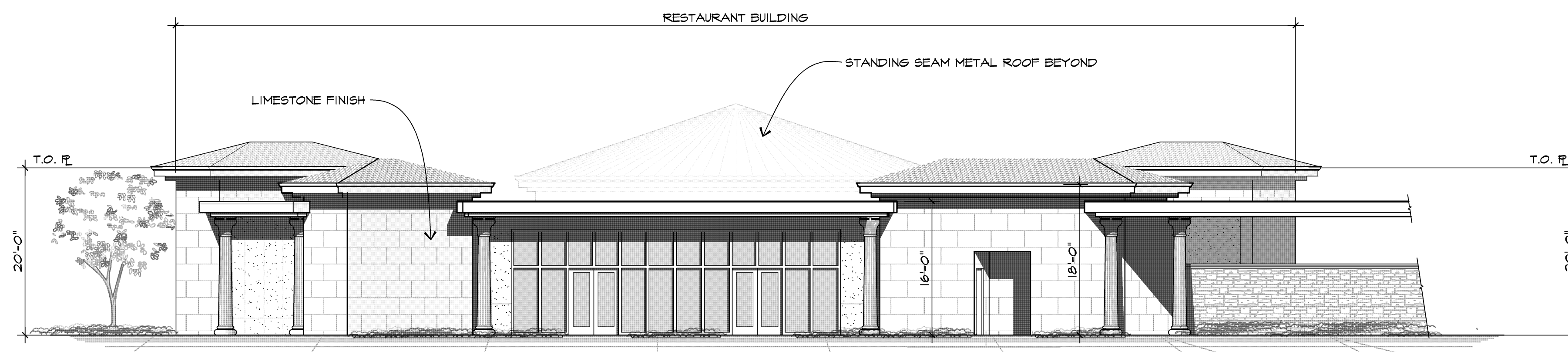
**BUILDING A AND D**  
**INTERIOR WEST ELEVATION**

SCALE: 1" = 10'-0"



**BUILDING B**  
**INTERIOR NORTHEAST ELEVATION (BANQUET/GOLF SHOP BUILDING)**

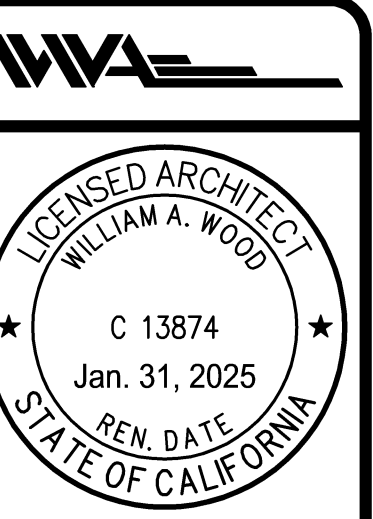
SCALE: 1" = 10'-0"



**BUILDING C**  
**INTERIOR SOUTHEAST ELEVATION (RESTAURANT BUILDING)**

SCALE: 1" = 10'-0"

REVISIONS	DATE



**AVAANTI VINEYARD**  
9846 REUSS ROAD  
LIVERMORE, CA 94550

**WILLIAM WOOD ARCHITECTS**  
301 HARTZ AVENUE, SUITE 203  
DANVILLE, CALIFORNIA 94526  
(925) 820-8233

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DRAWN	JJ
CHECKED	WW
DATE	3-15-23
SCALE	AS SHOWN
JOB NO.	22.1050C
SHEET	

**A8**  
OF SHEETS

PLOT DATE: Apr 27, 2023 - 4:58pm A1 s1s Plan 2.dwg



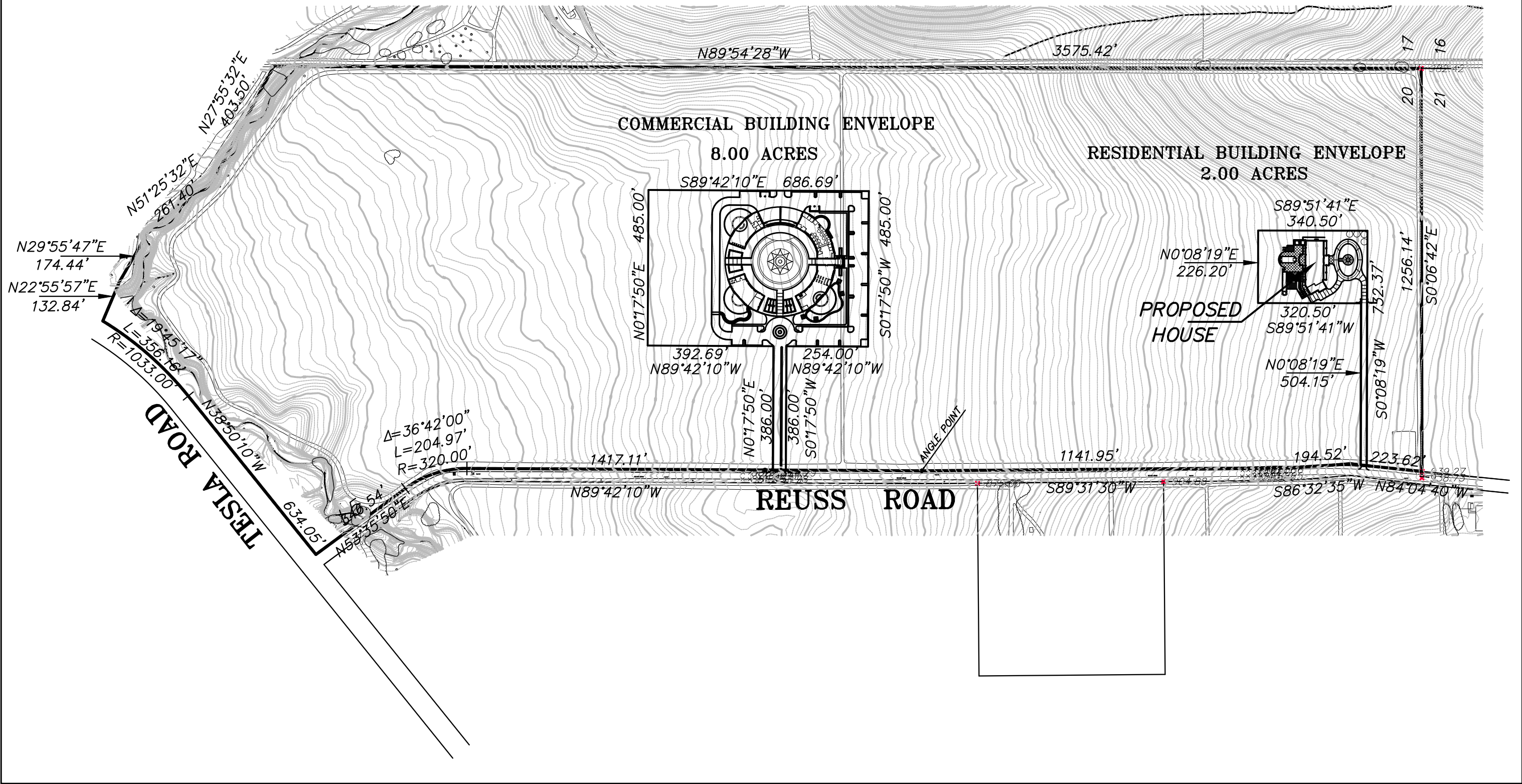
IMPROVEMENTS FOR  
9846 REUSS ROAD  
LIVERMORE  
PRIVATE RESIDENCE



SHEET INDEX	
1	COVER SHEET
2	GRADING AND DRAINAGE PLAN

GENERAL GRADING NOTES

1. A GRADING PERMIT SHALL BE REQUIRED PRIOR TO COMMENCEMENT OF ANY EARTHWORK.
2. AN ENCROACHMENT PERMIT SHALL BE REQUIRED PRIOR TO COMMENCEMENT OF ANY WORK WITHIN PUBLIC RIGHT OF WAY.
3. ALL GRADING SHALL CONFORM TO THE COUNTY SPECIFICATIONS AND IN ACCORDANCE WITH THE RECOMMENDATIONS CONTAINED IN THE SOILS REPORT PREPARED BY DATED THE SOILS ENGINEER WILL PROVIDE ON-SITE OBSERVATION AND SOILS TESTING DURING THE GRADING OPERATION.
4. EMBANKMENT CONSTRUCTION SHALL CONFORM TO SECTION 19-6 OF THE STATE STANDARD SPECIFICATIONS.
5. THE MINIMUM FILL DENSITY COMPACTION WILL BE IN ACCORDANCE WITH ASTM D-1557-78.
6. GRADES SHALL NOT BE MORE THAN 0.1 FEET LOWER NOR 0.1 FEET HIGHER THAN THE ELEVATION INDICATED ON THIS PLAN.
7. EROSION AND SEDIMENT CONTROL MEASURES INCLUDING BUT NOT LIMITED TO RUN-ON AND RUNOFF CONTROL, EFFECTIVE SITE MANAGEMENT, AND NON STORM WATER MANAGEMENT THROUGH ALL PHASES OF CONSTRUCTION SHALL BE UTILIZED AT THE SITE AT ALL TIMES, YEAR ROUND, UNTIL THE SITE IS FULLY STABILIZED BY LANDSCAPING OR THE INSTALLATION OF PERMANENT EROSION CONTROL MEASURES.
8. THE CONTRACTOR AND/OR HIS SUBCONTRACTORS SHALL PREVENT THE FORMATION OF AN AIRBORNE DUST NUISANCE AT ALL TIMES. THEY SHALL DO SO BY WATERING AND/OR TREATING THE SITE OF WORK, AND SHALL MAINTAIN DUST CONTROL EQUIPMENT ON THE SITE AT ALL TIMES DURING CONSTRUCTION AND UNTIL FINAL COMPLETION. THEY SHALL BE RESPONSIBLE FOR ANY DAMAGE DONE BY DUST FROM THEIR CONSTRUCTION ACTIVITIES IN PERFORMING THE WORK UNDER THIS CONTRACT. THE PRICES FOR THE VARIOUS ITEMS OF WORK SHALL INCLUDE PROVIDING ADEQUATE DUST CONTROL, AS REQUIRED BY THE LOCAL AGENCY.
9. THE APPROXIMATE QUANTITY OF CUT IS CUBIC YARDS. & FILL IS CUBIC YARDS. THE CONTRACTOR SHALL ALSO BE RESPONSIBLE FOR VERIFICATION OF ABOVE EARTHWORK QUANTITIES PRIOR TO THE START OF THE GRADING OPERATION.
10. ALL EXISTING CESSPOOLS, FOUNDATIONS, BASEMENTS, TANKS OR OTHER UNDERGROUND STRUCTURES, IF ENCOUNTERED, SHALL BE REMOVED AND THE RESULTING DEPRESSIONS BACKFILLED AND COMPACTED UNDER OBSERVATION BY THE SOILS ENGINEER.
11. ANY EXISTING WELLS ON PROPERTY BEING DEVELOPED SHALL BE SEALED AND ABANDONED IN ACCORDANCE WITH APPLICABLE GROUNDWATER PROTECTIONS ORDINANCE. THE OWNER OR OTHER RESPONSIBLE PARTY SHALL CALL ZONE 7 AT 484-2600 FOR ADDITIONAL INFORMATION. ZONE 7 INSPECTOR SHALL WITNESS THE SEALING AND ABANDONMENT.
12. ANY DEVIATION FROM APPROVED PLANS DURING CONSTRUCTION WILL REQUIRE APPROVAL BY THE COUNTY ENGINEER.
13. TOPSOIL SHALL BE STOCKPILED AS DIRECTED BY THE SOILS ENGINEER. PRIOR TO COMPLETION OF GRADING, THE STOCKPILE SHALL BE REMOVED FROM THE GRADING AREA.
14. ALL FILL SLOPES SHALL BE 2:1 MAXIMUM AND CUT SLOPES TO BE 2:1 MAXIMUM, UNLESS OTHERWISE NOTED.
15. GRADE BREAKS AT TOPS AND TOES OF CUT AND FILL SLOPES SHALL BE ROUNDED TO PRESENT A SMOOTH NATURAL APPEARANCE.
16. CONTRACTOR TO RESTORE SLOPES AND LANDSCAPE ON OFFSITE WORK TO THE SATISFACTION OF THE PROPERTY OWNERS.
17. THE CONTRACTOR SHALL NOTIFY THE ENGINEER 48 HOURS PRIOR TO THE START OF CONSTRUCTION REQUIRING FIELD STAKING.
18. CONSTRUCTION WATER TO BE RECLAIMED WATER OBTAINED FROM DUBLIN - SAN RAMON SERVICES DISTRICT IF POSSIBLE OR THE CITY OF PLEASANTON.
19. SUBDRAIN PIPE SHALL BE PERFORATED PVC (SDR 35) WITH A BLANKET OF FILTERING MATERIAL. PRECISE SIZE AND LOCATION TO BE DETERMINED IN THE FIELD BY THE SOILS ENGINEER.
20. PRIOR TO COMPLETION OF SUBGRADE PREPARATION, R-VALUE TESTS BY THE SOILS ENGINEER WILL BE REQUIRED AT LOCATIONS SPECIFIED BY THE COUNTY ENGINEER TO VERIFY THE PAVEMENT DESIGN REQUIREMENTS.



SITE MAP  
1"=300'

LOT AREA  
112.33 ac.  
DISTURBED AREA  
1.75 ac.  
IMPERVIOUS AREA  
NEW HOUSE = 9,047 SF  
PAVED AREA = 25,712 SF  
TOTAL = 34,759 SF

BASIS OF BEARINGS  
THE BEARINGS SHOWN HEREON WERE BASED ON  
PARCEL MAP 7949 (272 PM 1), ALAMEDA COUNTY  
RECORDS.

BASIS OF ELEVATIONS  
ELEVATIONS SHOWN HEREON WERE DERIVED FROM A  
GPS RTK SURVEY CONDUCTED IN AUGUST OF 2022.  
VERTICAL DATUM IS BASED ON NAVD88 (GEOID 12B).

HAUL ROUTE  
1. ACCESS TO THE DEVELOPMENT BY CONSTRUCTION EQUIPMENT, MATERIAL  
DELIVERIES AND OTHER HEAVY LOADS SHALL BE LIMITED BY THE DEVELOPER  
TO THE FOLLOWING ROUTE: HWY 580, GREENVILLE RD, TESLA RD., REUSS RD.

ENGINEER CERTIFICATE

PLANS PREPARED UNDER THE SUPERVISION OF:

Rob Diestler

ROBERT D. DIESTLER RCE NO 66722, EXPIRES 09/30/24



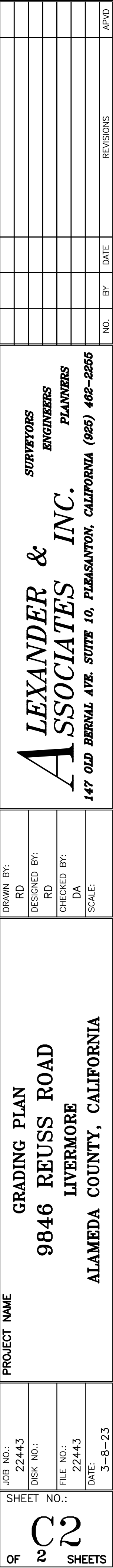
ALAMEDA COUNTY PUBLIC WORKS AGENCY  
IMPROVEMENT PLANS REVIEWED BY:

BY: WILLIAM LEPERE P.E., DEPUTY DIRECTOR  
CONSTRUCTION AND DEVELOPMENT SERVICES DEPARTMENT  
ALAMEDA COUNTY PUBLIC WORKS AGENCY

DATE:

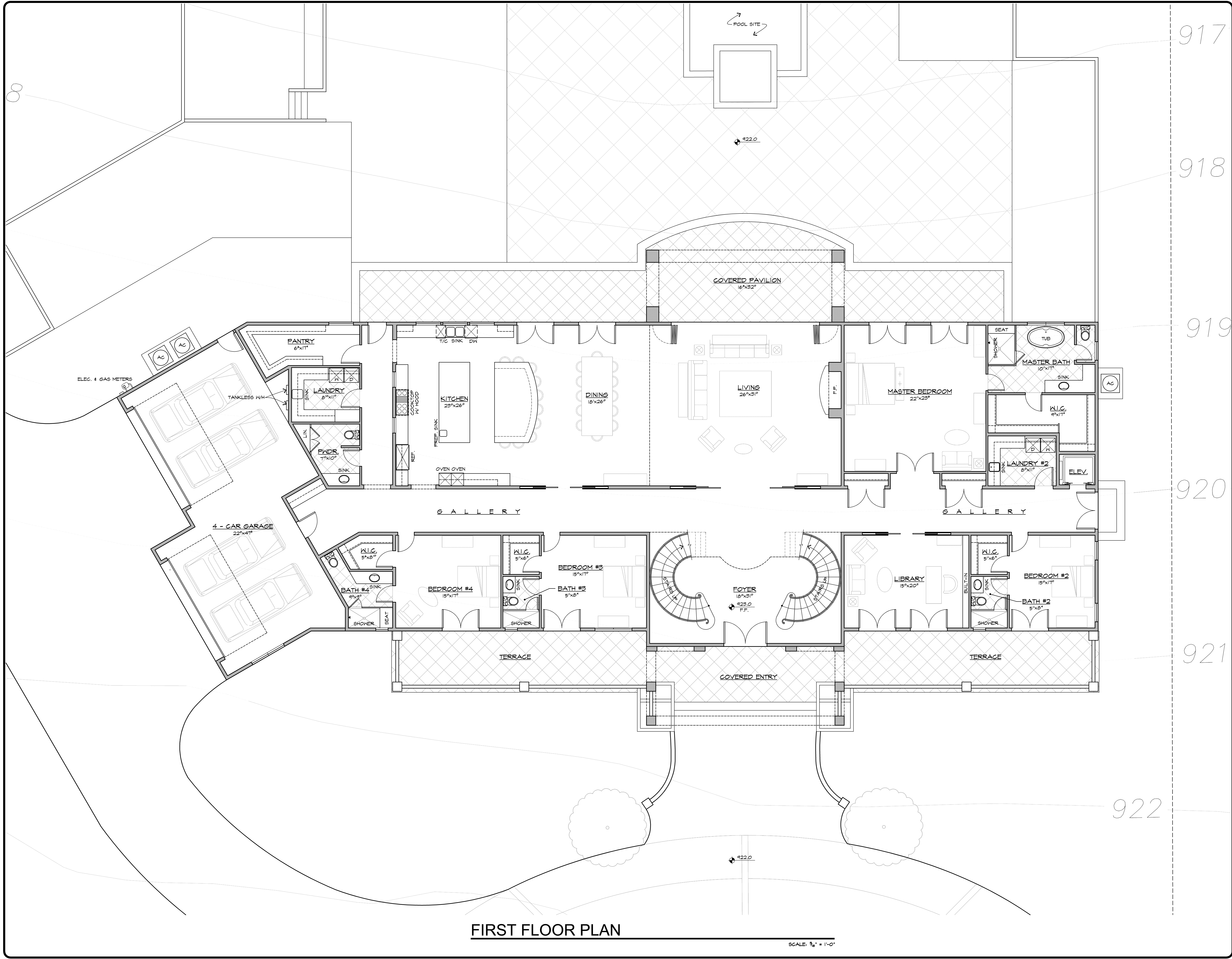
JOB NO.: 22443	DISK NO.: 22443	FILE NO.: 22443	DATE: 3-8-23
PROJECT NAME COVER SHEET 9846 REUSS ROAD LIVERMORE ALAMEDA COUNTY, CALIFORNIA			
DRAWN BY: RD DESIGNED BY: RD CHECKED BY: DA SCALE:			
SURVEYORS ENGINEERS PLANNERS ALEXANDER & ASSOCIATES INC. 147 OLD BERNAL AVE. SUITE 10, PLEASANTON, CALIFORNIA (925) 462-2255			
NO. BY DATE REVISIONS			
APD			












REVISIONS		DATE
▲		
▲		
▲		
▲		
▲		
▲		



LICENSED ARCHITECT  
WILLIAM A. WOOD  
C 13874  
Jan. 31, 2025  
REN. DATE  
STATE OF CALIFORNIA

**AVAANTI VINEYARD**

9846 REUSS ROAD  
LIVERMORE, CA 94550

**WILLIAM WOOD ARCHITECTS**

301 HARTZ AVENUE, SUITE 203  
DANVILLE, CALIFORNIA 94526  
(925) 820-8233

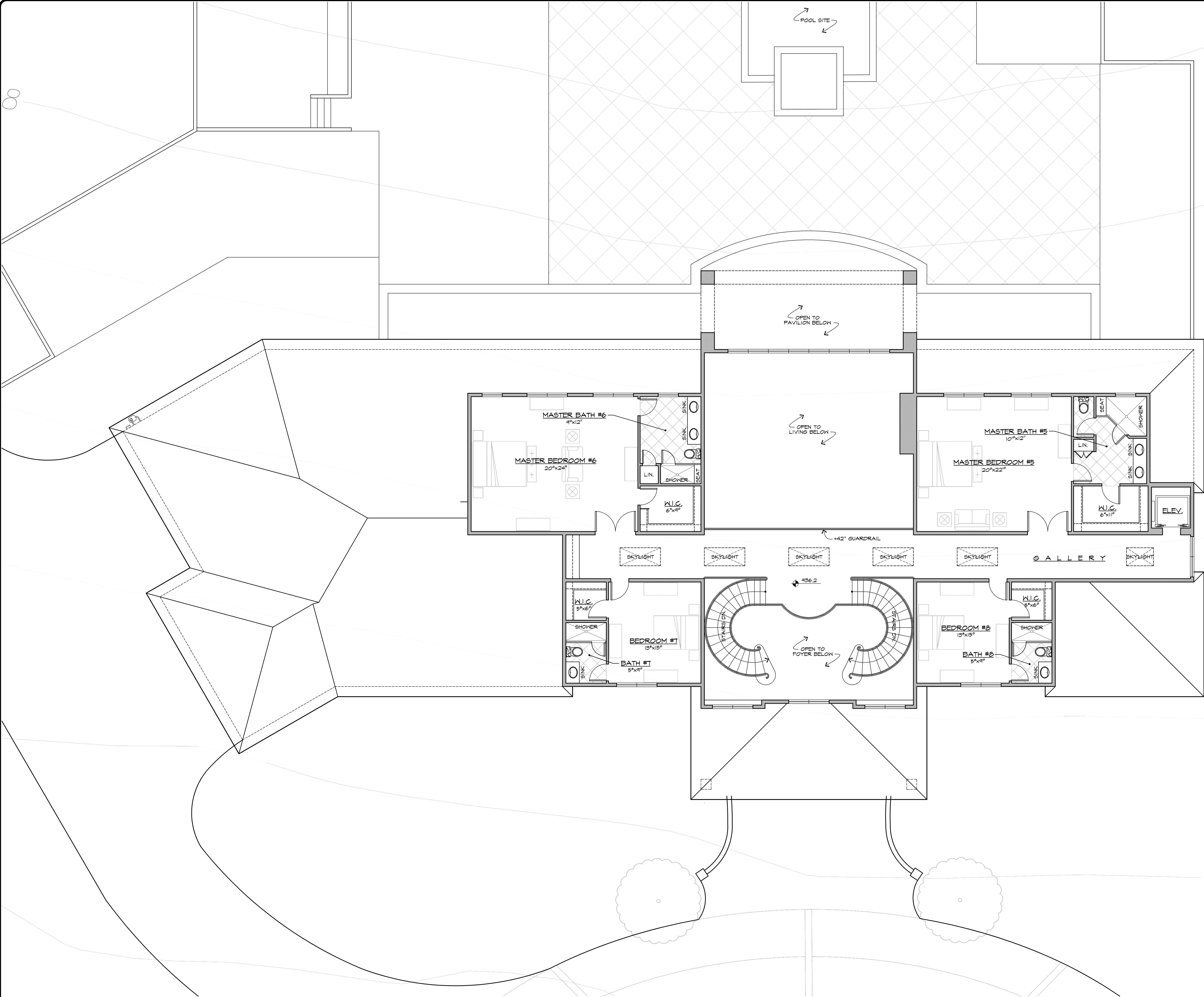
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DRAWN	CHECKED	DATE	SCALE	JOB NO.	SHEET
JJ	WW	7-17-24	AS SHOWN	22.1050C	A10

PLOT DATE: JUL 17, 2024 - 5:23PM CSI Cover Sheet.dwg

OF SHEETS



SECOND FLOOR PLAN

SCALE: 3/8" = 1'-0"

917

918

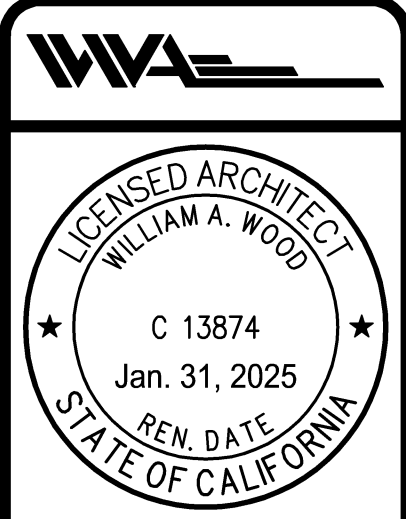
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920

921

922

REVISIONS	DATE



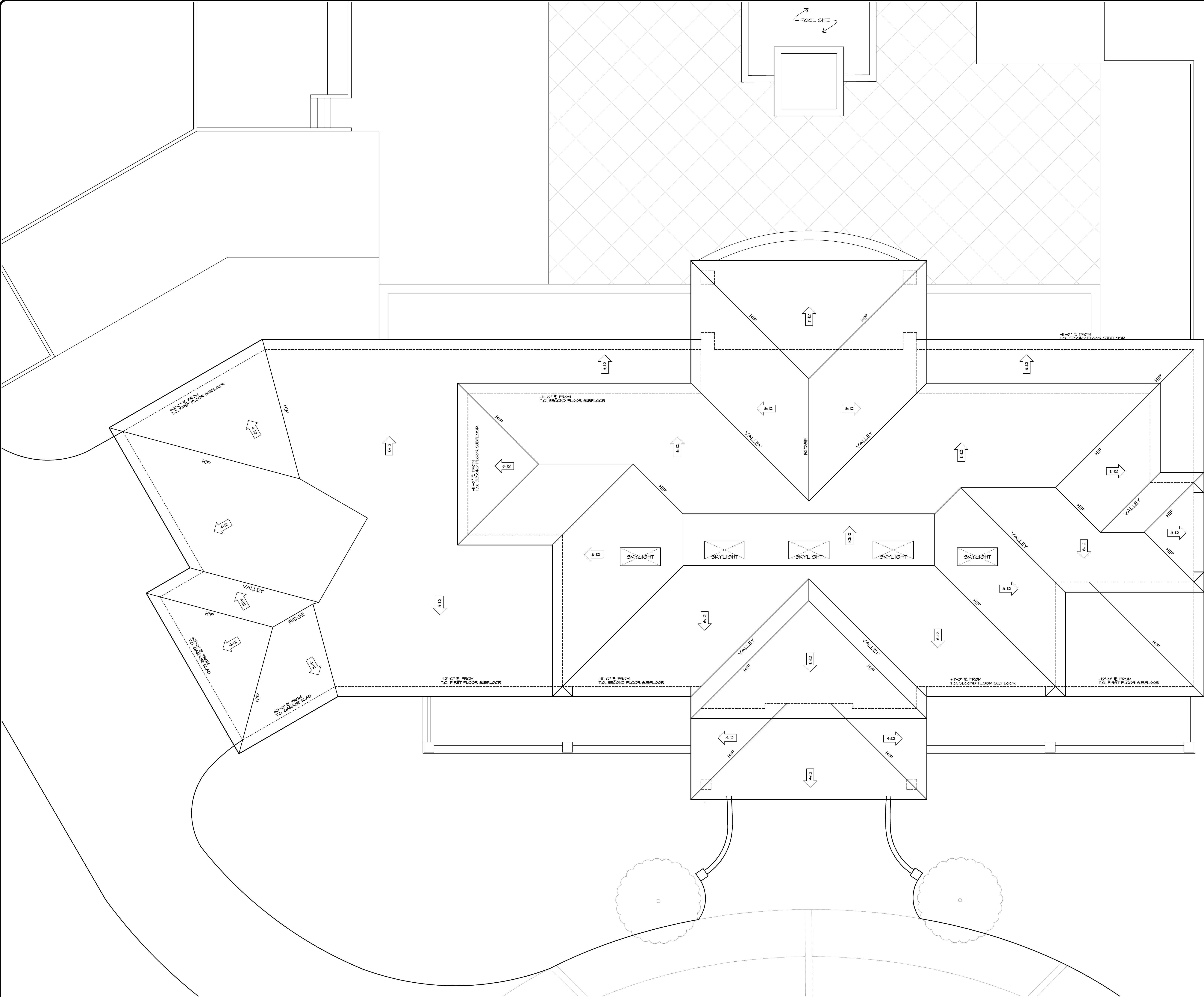
**AVAANTI VINEYARD**  
9846 REUSS ROAD  
LIVERMORE, CA 94550

**WILLIAM WOOD ARCHITECTS**  
301 HARTZ AVENUE, SUITE 203  
DANVILLE, CALIFORNIA 94526  
(925) 820-8233

DRAWN JJ
CHECKED WW
DATE 7-17-24
SCALE AS SHOWN
JOB NO. 22.1050C
SHEET A11
OF SHEETS

PLOT DATE: JUL 17, 2024 - 5:23PM CSI Cover Sheet.dwg

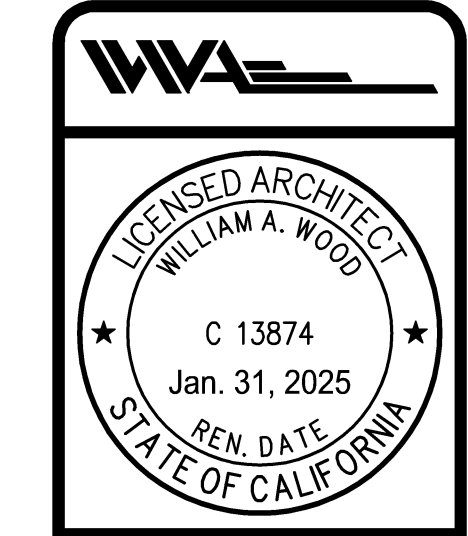




ROOF PLAN

SCALE: 3/8" = 1'-0"

REVISIONS	DATE



AVAANTI VINEYARD

9846 REUSS ROAD  
LIVERMORE, CA 94550

WILLIAM WOOD  
ARCHITECTS

301 HARTZ AVENUE, SUITE 203  
DANVILLE, CALIFORNIA 94526  
(925) 820-8233

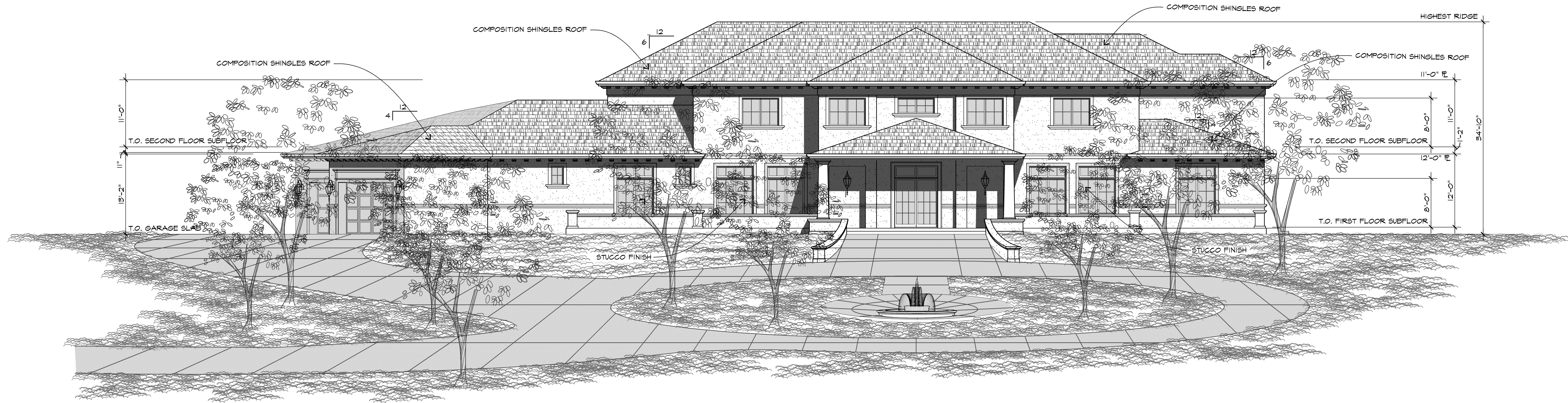
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DRAWN JJ
CHECKED WW
DATE 7-17-24
SCALE AS SHOWN
JOB NO. 22.1050C
SHEET A12
OF SHEETS

PLOT DATE: Oct 17, 2024 - 2:46pm A6 Roof Plan.dwg





FRONT ELEVATION

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



REAR ELEVATION

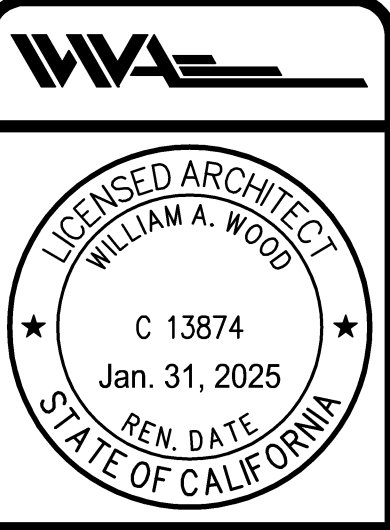
SCALE: 1/8" = 1'-0"



RIGHT ELEVATION

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

REVISIONS	DATE



AVAANTI VINEYARD  
9846 REUSS ROAD  
LIVERMORE, CA 94550

WILLIAM WOOD  
ARCHITECTS  
301 HARTZ AVENUE, SUITE 203  
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DRAWN JJ
CHECKED WW
DATE 7-17-24
SCALE AS SHOWN
JOB NO. 22.1050C
SHEET

A13

OF SHEETS

PLOT DATE: JUL 17, 2024 - 5:23PM CSI Cover Sheet.dwg



**AVAANTI VINEYARDS**  
9846 REUSS RD  
LIVERMORE, CA 94550

**WINERY**  
CONCEPTUAL  
LANDSCAPE  
LAYOUT PLAN



REVISIONS:  
• 04/27/2023

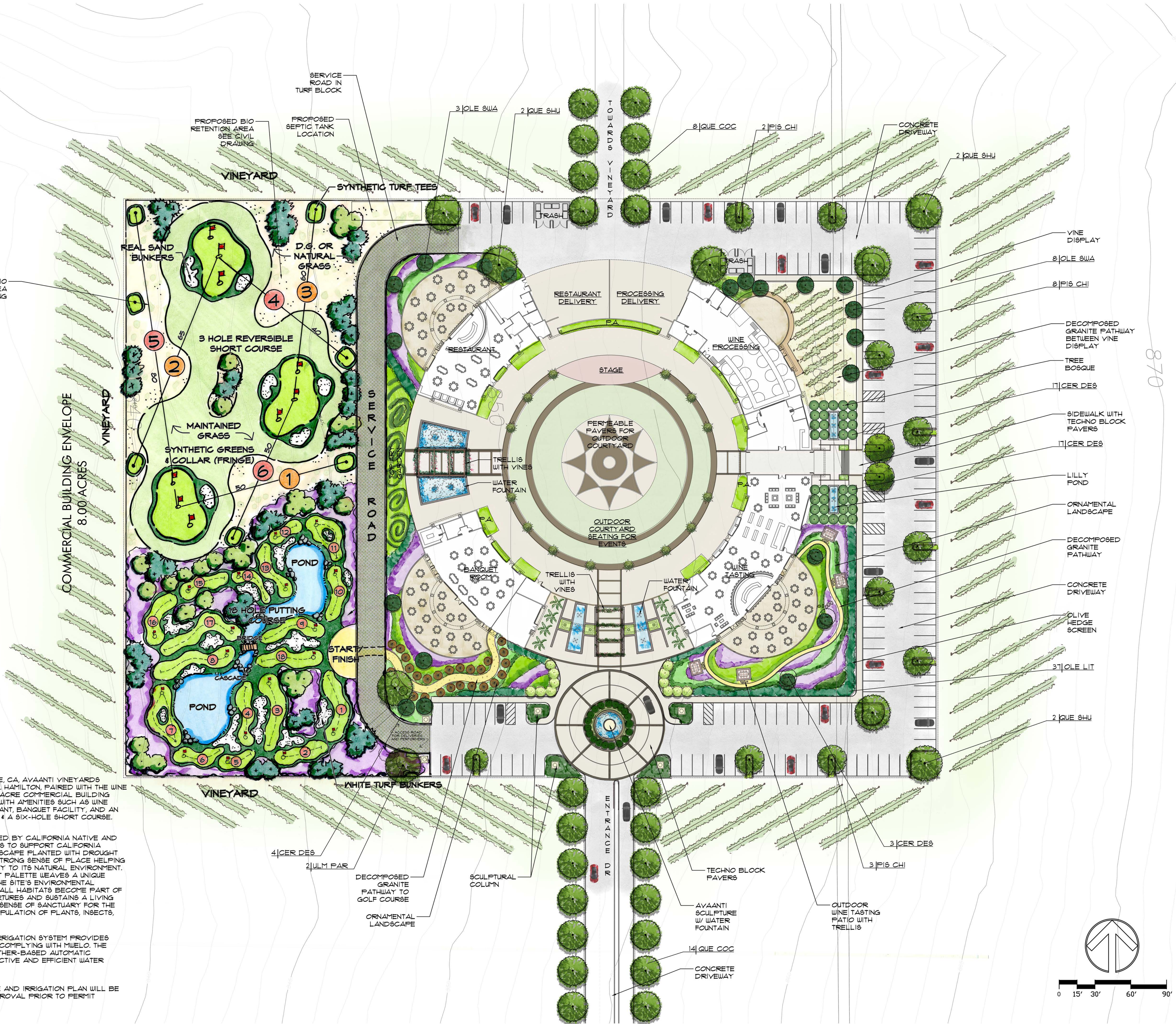
DATE: 03/06/2023

SCALE: 1" = 30'-0"

JOB: 22-065

SHEET

**L-1.0**





Site Paving

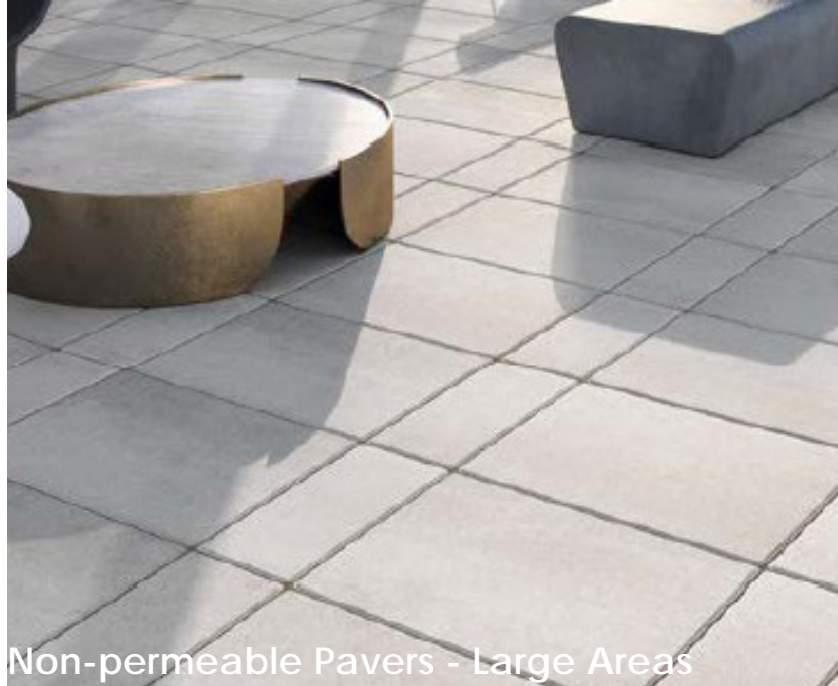
Non Permeable Paving



Non-permeable Pavers - Entrance



Non-permeable Pavers - Side Walks



Non-permeable Pavers - Large Areas

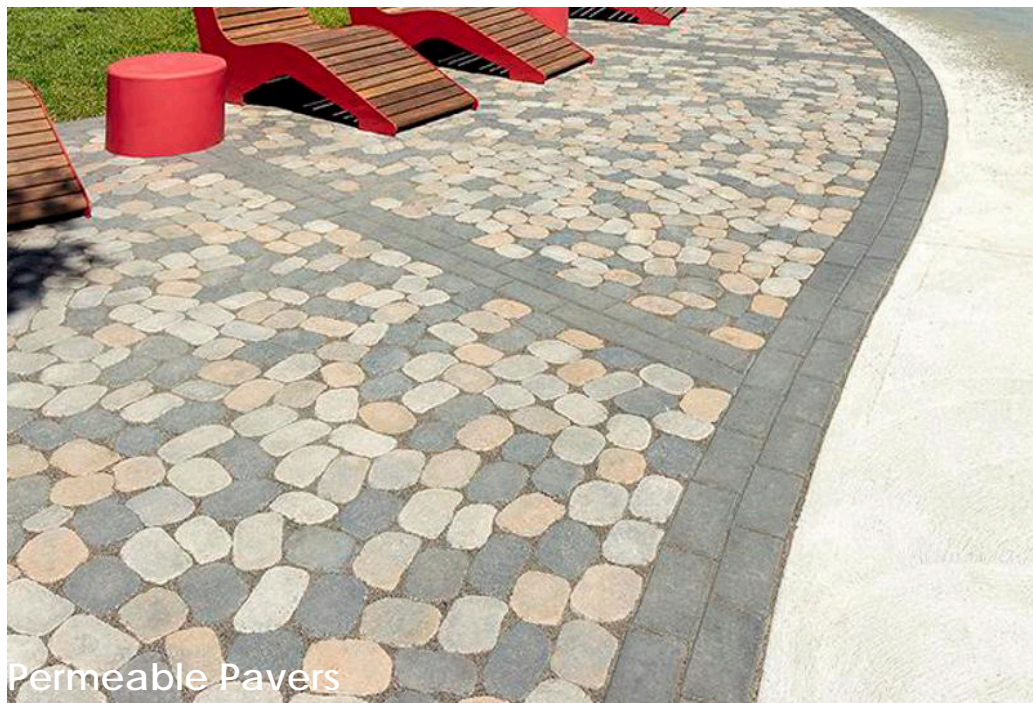


Non-permeable Pavers - Entrance Drive Radial Paving

Stepping Stone Paving



Permeable Paving



Permeable Pavers



Permeable Pavers



Turf Block



Decomposed Granite Walkway



Decomposed Granite Walkway



Decomposed Granite Walkway



Concrete Driveway

Ornamental Landscape



Mass Ornamental Planting



Annual Planting



Topiary Garden



Mass Ornamental Planting



Mass Ornamental Planting

Shade Structure / Trellis



Vine Overhead Walkway



Vine Overhead Walkway



Outdoor Wine Tasting Roof Design



Outdoor Wine Tasting Shade Structure

Water Features



Monumental Sign



Golf Paving Materials



Putting Course Inspiration



Bridge and Pond at Putting Course



Synthetic Greens and White Turf Bunkers

Wine Tasting & Demonstration



Wine Tasting & Demonstration



Wine Tasting & Demonstration



Wine Tasting & Demonstration



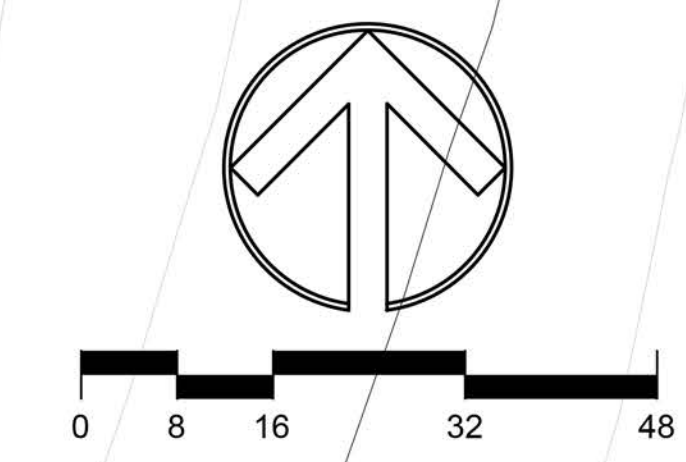
910

920

930



NOTE:  
PRIOR TO PERMIT ISSUANCE A WELO  
COMPLIANT LANDSCAPE PLAN WILL BE  
SUBMITTED FOR REVIEW AND APPROVAL



AVAANTI VINEYARDS  
9846 REUSS RD  
LIVERMORE, CA 94550

RESIDENCE  
CONCEPTUAL  
LANDSCAPE  
LAYOUT PLAN



REVISIONS:  
• 04/27/2023  
• 06/20/2023  
• 05/09/2024  
DATE: 03/06/2023  
SCALE: 1/16" = 1'-0"  
JOB: 22-065

SHEET  
**L-2.0**



Site Paving



Concrete Driveway with Paver Bands



Porcelain Pavers



Planting Edge Detail



Timbertech Deck



Porcelain Pads in Lawn



Two tone Porcelain Step



Decomposed Granite Walkway

Ornamental Landscape



Ornamental Landscape



Al Fresco Dining



Ornamental Landscape



Ornamental Landscape



Ornamental Landscape



Ornamental Landscape

Ornamental Landscape



Cut Flower Garden



Cut Flower Garden

Bocce Ball Court

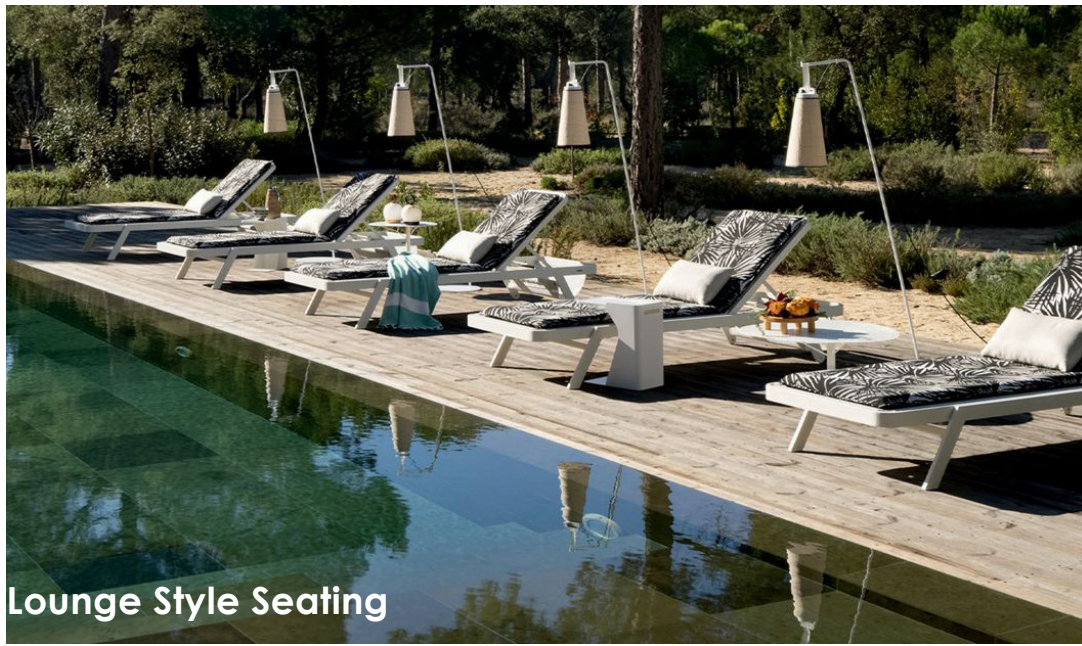


Bocce Ball Court with Arbor

Outdoor Lounge



Cabana Style Seating



Lounge Style Seating



Outdoor Lawn



Outdoor Lawn Activities



Pool and Spa





PLANT LIST - AVAANTI VINEYARD											
CODE	BOTANICAL NAME	COMMON NAME	QTY.	SIZE	WUCOLS	CA NATIVE	MATURE HEIGHT	MATURE WIDTH	UNDER OAK	UNDER REDWOOD	NOTES
TREES											
ACE MAR	Acer macrophyllum	Big Leaf Maple		36" Box	M	*	45'	45'			perimeter, parking lot, shade tree
ARB COM	Arbutus unedo 'Compacta'	Compact Strawberry Tree		24" Box	L		10'	10'	*		front bank, entry path, patio, focal point
ARB MAR	Arbutus x 'Marina'	Marina Strawberry Tree		24" Box	L	*	30'	30'	*	*	Border, Windbreak, Shade
BRA POP	Brachychiton populneus	Bottle Tree		24" Box	L		30'	25'			perimeter, parking lot, driveway, golf course
CER OCC	Cercis occidentalis	Western Redbud		24" Box	L	*	15'	10'	*		ornamental, foundational, landscape beds
CER DES	Cercidium x 'Desert Museum'	Desert Museum Palo Verde		24" Box	L	*	25'	25'			ornamental, accent, entrance, massing
COR CIT	Corymbia citriodora	Lemon Eucalyptus		36" Box	L		10'	5'			groups, clusters, fragrant
CUP GLA	Cupressus sempervirens 'Glauca'	Blue Italian Cypress		24" Box	L		60'	6'			privacy screen, driveway, vineyard, golf course
LAG NAT	Lagerstroemia indica x fauriei 'Natchez'	Natchez Crape Myrtle		24" Box	L		20'	20'			driveway, entrances, ornamental
OLE SWA	Olea europaea 'Swan Hill'	Swan Hill Olives Tree		24" Box	L		20'	20'			ornamental, hedge, vineyard, backyard
PLA RAC	Platanus racemosa	Western Sycamore		36" BOX	M	*	70'	50'			near golf puttings
PIS CHI	Pistacia chinensis 'Red Push'	Red Push Chinese Pistache		24" Box	L		40'	30'			parking lots, walkways
PRU CAR	Prunus caroliniana	Carolina laurel cherry		24" Box	L		30'	25'			tall screen, privacy,
PYR CAL	Pyrus calleryana 'Capital'	Callery Pear		36" Box	M		30'	12'			street tree, golf course, entrance
QUE COC	Quercus coccinea	Scarlet Oak		36" Box	M		50'	40'			parking lots, walkways, perimeter
QUE SHU	Quercus shumardii	Shumard Red Oak		36" Box	M		50'	40'			parking lots, walkways, perimeter
ULM PAR	Ulmus parvifolia	Chinese Elm		24" Box	L		40'	30'			parking lots, walkways, perimeter
UMB CAL	Umbellularia californica	California Laurel		24" Box	M	*	35'	35'			parking lots, walkways, perimeter, privacy
SHRUBS & PERENNIALS											
ACA COG	Acacia cognata 'Cousin Itt'	Little River Wattle		5 Gal	L		3'	6'			Border, Container, Hillside, Massing
ARC HOW	Arctostaphylos 'Howard McMinn'	Howard McMinn Manzanita		15 Gal	L	*	10'	12'	*		sculptural, informal hedge, slopes
ARC HOW	Arctostaphylos 'Dr. Hurd'	Dr. Hurd Manzanita		15 Gal	L	*	15'	15'	*		Hedges, Deer Resistant, Bird Gardens
ARM MAR	Armeria maritima rubrifolia	Red Leaf Thrift		1 Gal	L	*	1'	1'			Border, Container, Ground Cover, Edging
CAR CAL	Carpenteria californica	Bush Anemone		5 gal	M	*	8'	8'			Privacy Screen, Hedge, Olf Course, Perimeter
CEA CON	Ceanothus 'Concha'	California Mountain Lilac		15 Gal	L	*	6'	6'	*		Beds, Hedge, Wall Side Border, Screening
CEA YAN	Ceanothus grseus horizontalis 'Yankee Point'	Yankee Point California Lilac		15 Gal	L	*	3'	8'	*		Mixed Borders, Mounding, Slopes, Massing
CIS PUR	Cistus x purpureus	Orchid Rockrose		5 Gal	L		4'	6'			Border, Container, Hedge, Ornamental
DIE IRI	Dietes iridiodes	Fortnight Lily		5 Gal	L		3'	4'			Border, Container, Hedge, Poolside
DOD PUR	Dodonaea viscosa 'Purpurea'	Purple Leaved Hopseed Bush		15 Gal	L		15'	15'			Border, Espalier, Hedge, Privacy Screen, Windbreak
HET ARB	Heteromeles arbutifolia	Toyon		15 Gal	L	*	8'	5'	*		Banks, Slopes, Hedge, Screen
LAV BIC	Lavaterra bicolor	Mallow		5 Gal	L	*	8'	4'			Banks, Slopes, Container, Borders, Ornamental
LAV INT	Lavandula x intermedia 'Hidcote Giant'	Hidcote Giant Lavender		5 Gal	L		3'	4'			Border, Container, Hedge, Accent
LIR MUS	Liriope muscari 'Silvery Sunproof'	Silvery Sunproof Lilyturf		5 Gal	M		2'	2'			Border, Container, Poolside, Ground Cover, Edging
NAN DOM	Nandina domestica	Heavenly Bamboo		5 Gal	L		4'	3'			Border, Container, Hedge, Poolside
NAN HAR	Nandina 'Harbor Dwarf'	Harbor Dwarf Heavenly Bamboo		5 Gal	L		2'	2'			Border, Container, Hedge, Edging
OLE LIT	Olea europaea 'Little Ollie'	Little Ollie Olive		15 Gal	L		6'	6'			Border, Container, Hedge
PHO DUE	Phormium 'Duet'	Duet New Zealand Flax		5 Gal	L		4'	4'			Mixed Borders, Mounding, Slopes, Massing
PHO SUN	Phormium 'Sundowner'	Sundowner New Zealand Flax		5 Gal	L		8'	6'			Mixed Planting
RHA EVE	Rhamnus californica 'Eve Case'	Eve Case Coffeeberry		5 Gal	L	*	6'	6'	*		Edgeing, Hedges, Groundcovers, Deer Resistant
RIB KIN	Ribes sanguineum 'King Edward VII'	King Edward VII Red Flowering Currant		5 Gal	L	*	6'	6'	*	*	Border, Hedge, Mixed Planting
ROS OFF	Rosmarinus officinalis 'Tuscan Blue'	Tuscan Blue Rosemary		5 Gal	L		6'	4'			Border, Container, Hedge
SAL GRE	Salvia greggii	Autumn Sage		1 Gal	L		3'	3'	*		Beds ,Patio, Container, Borders
TRI LAN	Trichostema lanatum	Woolly blue curls		1 Gal	VL	*	4'	4'			Beds ,Patio, Container, Borders
GRASSES											
BOU GRA	Bouteloua gracilis 'Blonde Ambition'	Blue Grama		5 Gal	L	*	2'	2'			medows, prairie areas, ornamental bed
CAL KAR	Calamagrostis x acutiflora 'Karl Foerster'	Karl Foerster Feather Reed Grass		5 Gal	L		3'	6'			Ornamental, Massing, Borders, Parking lot
CHO TEC	Chondropetalum tectorum	Small Cape Rush		5 Gal	L		3'	3'			Border, Poolside, Walkways
DES CES	Deschampsia cespitosa 'Northern Lights'	Northern Lights Tufted Hair Grass		1 Gal	L	*	4'	2'			Ornamental, Massing, Borders, Container
LOM BRE	Lomandra longifolia 'Breeze'	Dwarf Matt Rush		5 Gal	L		3'	3'			Border, Ground Cover, Ornamental
LOM PLA	Lomandra longifolia 'Platinum Beauty'	Variegated Matt Rush		5 Gal	L		3'	3'			Accent, Container, Mass Planting, Poolside, Slope
MIS GRA	Miscanthus sinensis 'Gracillimus'	Maiden Grass		5 Gal	M		8'	5'			Borders, Perennial beds, foliage grass
MUH CAP	Muhlenbergia capillaris	Pink Muhlygrass		5 Gal	L		3'	3'			Banks, Slopes, Borders, Parking Lots
MUH RIG	Muhlenbergia rigens	Deer Grass		5 Gal	L		5'	4'	*		Banks, Slopes, Borders, Parking Lots
NAS TEN	Nassella tenuissima	Mexican Feather Grass		1 Gal	VL		2'	2'			Accent, Container, Mass Planting, Poolside, Slope
PAN VIR	Panicum virgatum ‘Heavy Metal’	Heavy Metal Blue Switch Grass		1 Gal	M		5'	2'			Accent, Container, Mass Planting, Poolside, Slope
PEN ALO	Pennisetum alopercuroides	Fountain Grass		1 Gal	L		5'	5'			Specimen, Grouping, Ornamental, Foundational
PEN HAM	Pennisetum 'Hamelyn'	Dwarf Fountain Grass		1 Gal	L		3'	3'			Beds, borders, Patio, Ponds, Stream, Container
PEN RUB	Pennisetum 'Rubrum'	Purple Fountain Grass		1 Gal	L		5'	3'			Ornamental, Openareas, specimen, Massing
GROUND COVER											
BAC PIL	Baccharis pilularis 'Pigeon Point'	Pigeon Point Dwarf Coyote Bush	60" O.C.	1 Gal	L	*	2'	6'			Groundcover, Parking lots, borders, massing
CEA CAR	Ceanothus griseus horizontalis	Carmel Creeper	48" O.C.	5 Gal	L	*	3'	10'			Banks, Slopes, Wall Side Borders, Ground Cover
COT LOW	Cotoneaster 'Lowfast'	Bearberry Cotoneaster	60" O.C.	1 Gal	L		2'	10'			Mass Planting, Border Edging, Groundcover
LAN MON	Lantana montevidensis	Purple Trailing Lantana	36" O.C.	1 Gal	L		2'	4'			Beds, Borders, Baskets, Patio, Fence, Walls
LAN NEW	Lantana 'New Gold'	New Gold Lantana	24" O.C.	1 Gal	L		2'	2'			Border, Container, Ground Cover, Hillside, Hanging Basket
MYO PAR	Myoporum parvifolium	Prostrate Myoporum	60" O.C.	1 Gal	L		1'	6'			groundcover, Massing, Slopes, Banks
ROS HUN	Rosmarinus 'Huntington Carpet'	Huntington Carpet Rosemary	60" O.C.	1 Gal	L		2'	8'			Border, Container, Ground Cover, Hillside
PALMS											
ARC CUN	Archontophoenix cunninghamiana	King Palm		36" Box	M		60'	12'			Entrance, Driveway



**Camp & Camp Associates**  
Planning & Landscape Architecture

2520 CAMINO DIABLO  
WALNUT CREEK, CA 94597  
P. (925) 941-6490  
EMAIL: tc@campandcamp.com

AVAANTI VINEYARDS  
9846 REUSS RD  
LIVERMORE, CA 94550

PLANTING LIST



REVISIONS:

- 
- 
- 
- 
- 

DATE: 03/06/2023

SCALE:

JOB: 22-065

SHEET

L-3.0



TREES



*Acer macrophyllum*  
Big Leaf Maple



*Arbutus unedo* 'Compacta'  
Compact Strawberry Tree



*Arbutus* x 'Marina'  
Marina Strawberry Tree



*Brachychiton populneus*  
Bottle Tree



*Cercis occidentalis*  
Western Redbud



*Cercidium* x 'Desert Museum'  
Desert Museum Palo Verde



*Corymbia citriodora*  
Lemon Eucalyptus



*Cupressus sempervirens* 'Glauc'  
Blue Italian Cypress



*Lagerstroemia indica* xNatchez'  
Natchez Crape Myrtle

TREES



*Olea europaea* 'Swan Hill'  
Swan Hill Olives Tree



*Platanus racemosa*  
Western Sycamore



*Pistacia chinensis* 'Red Push'  
Red Push Chinese Pistache



*Prunus caroliniana*  
Carolina laurel cherry



*Pyrus calleryana* 'Capital'  
Callery Pear



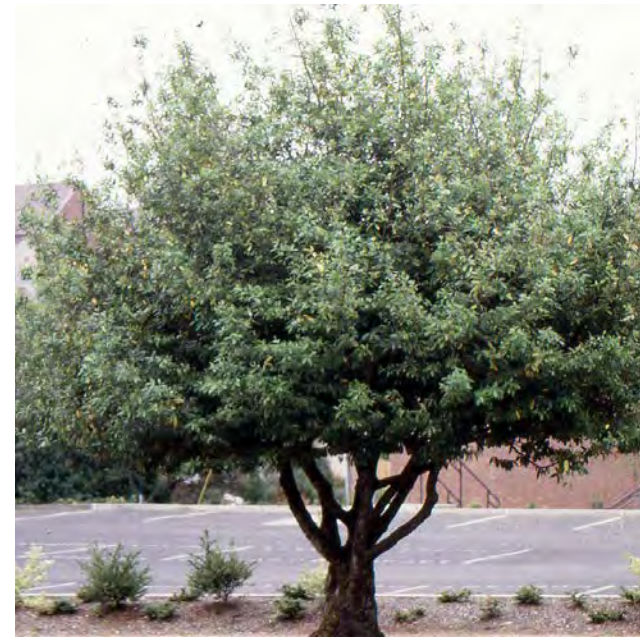
*Quercus coccinea*  
Scarlet Oak



*Quercus shumardii*  
Shumard Red Oak



*Ulmus parvifolia*  
Chinese Elm



*Umbellularia californica*  
California Laurel

SHRUBS



*Acacia cognata* 'Cousin Itt'  
Little River Wattle



*Arctostaphylos* 'Howard McMinn'  
Howard McMinn Manzanita



*Arctostaphylos* 'Dr. Hurd'  
Dr. Hurd Manzanita



*Armeria maritima rubrifolia*  
Red Leaf Thrift



*Carpenteria californica*  
Bush Anemone



*Ceanothus* 'Concha'  
California Mountain Lilac



*Ceanothus grseus horizontalis*  
'Yankee Point'  
Yankee Point California Lilac



*Cistus* x purpureus  
Orchid Rockrose



*Diets iridiodes*  
Fortnight Lily

SHRUBS



*Dodonaea viscosa* 'Purpurea'  
Purple Leaved Hopseed Bush



*Heteromeles arbutifolia*  
Toyon



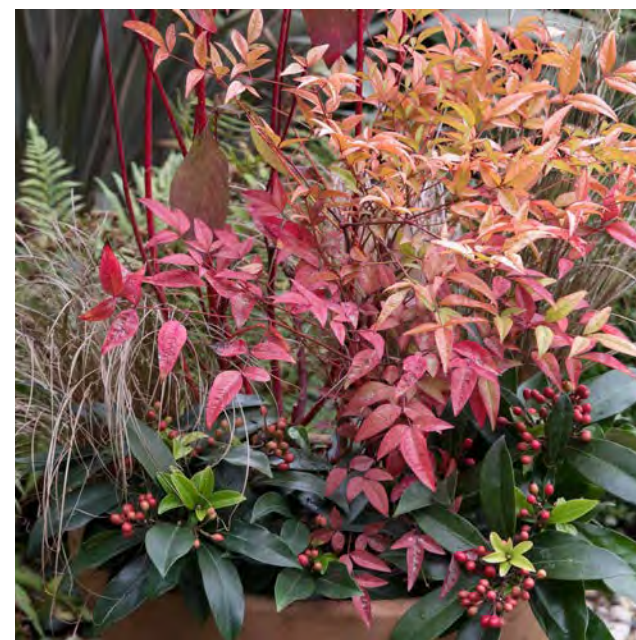
*Lavatera bicolor*  
Mallow



*Lavandula* x intermedia 'Hidcote Giant'  
Hidcote Giant Lavender



*Liriope muscari* 'Silvery Sunproof'  
Silvery Sunproof Liyturf



*Nandina domestica*  
Heavenly Bamboo



*Nandina* 'Harbor Dwarf'  
Harbor Dwarf Heavenly Bamboo



*Olea europaea* 'Little Ollie'  
Little Ollie Olive



*Phormium* 'Duet'  
Duet New Zealand Flax

SHRUBS



*Phormium* 'Sundowner'  
Sundowner New Zealand Flax



*Rhamnus californica* 'Eve Case'  
Eve Case Coffeeberry



*Ribes sanguineum* 'King Edward VII'  
- King Edward VII Red Flowering Currant



*Rosmarinus officinalis* 'Tuscan Blue'  
Tuscan Blue Rosemary



*Salvia greggii*  
Autumn Sage



*Trichostema lanatum*  
Woolly blue curls

GRASS



*Bouteloua gracilis* 'Blonde Ambition'  
Blue Grama



*Calamagrostis* x acutiflora 'Karl Foerster'  
Karl Foerster Feather Reed Grass

GRASS



*Chondropetalum tectorum*  
Small Cape Rush



*Deschampsia cespitosa* 'Northern Lights'  
Northern Lights Tufted Hair Grass



*Lomandra longifolia* 'Breeze'  
Dwarf Matt Rush



*Lomandra longifolia* 'Platinum Beauty'  
Variegated Matt Rush



*Miscanthus sinensis* 'Gracillimus'  
Maiden Grass



*Muhlenbergia capillaris*  
Pink Muhlygrass



*Muhlenbergia rigens*  
Deer Grass



*Nassella tenuissima*  
Mexican Feather Grass



Heavy Metal Blue Switch Grass  
Pink Muhlygrass



GRASS



Pennisetum alopecuroides  
Fountain Grass



Pennisetum 'Hamelyn'  
Dwarf Fountain Grass



Pennisetum 'Rubrum'  
Purple Fountain Grass

GROUND COVER



Baccharis pilularis 'Pigeon Point'  
Pigeon Point Dwarf Coyote Bush



Ceanothus griseus horizontalis  
Carmel Creeper



Cotoneaster 'Lowfast'  
Bearberry Cotoneaster



Lantana montevidensis  
Purple Trailing Lantana



Lantana 'New Gold'  
New Gold Lantana



Myoporum parvifolium  
Prostrate Myoporum



Rosmarinus 'Huntington Carpet'  
Dwarf Fountain Grass

PALM



Archontophoenix cunninghamiana  
King Palm

PLANTING NOTES:

1. THE SCOPE OF WORK INCLUDES FURNISHING ALL MATERIALS NECESSARY FOR THE INSTALLATION OF THE PLANTING, BACKFILL, IRRIGATION AND DRAINAGE WORK OUTLINED IN THESE DRAWINGS. ALL WORK SHALL BE PERFORMED BY PERSONS FAMILIAR WITH PLANTING WORK AND UNDER SUPERVISION OF A QUALIFIED PLANTING FOREMAN.

2. IF A DISCREPANCY BETWEEN THESE PLANS AND ACTUAL ON-SITE CONDITIONS OCCURS, THE LANDSCAPE CONTRACTOR IS TO NOTIFY THE LANDSCAPE ARCHITECT IMMEDIATELY, BEFORE PROCEEDING WITH HIS WORK, FOR A DECISION.

3. ALL PLANTS WILL BE INSPECTED FOR ACCEPTABLE FORM AND CONDITION BY LANDSCAPE ARCHITECT. UNACCEPTABLE PLANTS WILL BE REPLACED BY THE LANDSCAPE CONTRACTOR AT NO ADDITIONAL COST TO THE OWNER. ALL PLANTS SHALL BE TAGGED WITH THE NAME OF THE PLANT IN ACCORDANCE WITH THE STANDARDS OF PRACTICE RECOMMENDED BY THE AMERICAN ASSOCIATION OF NURSERYMEN. IN ALL CASES, BOTANICAL NAMES SHALL TAKE PRECEDENCE OVER COMMON NAMES.

4. ALL PLANTS BROUGHT ONTO THE SITE SHALL BE WATERED AND PROTECTED FROM EXCESSIVE WIND, SUN, FROST, PHYSICAL DAMAGE AND THEFT UNTIL PLANTED.

5. PRIOR TO COMMENCEMENT OF PLANTING PROCEDURES, SOIL MUST BE INSPECTED FOR THE FOLLOWING:

A. ROUGH GRADING: SUCH THAT ALL STONES OVER 1" DIAMETER AND POCKETS OF ROAD BASE, ASPHALT, GRAVEL AND CONCRETE HAVE BEEN REMOVED AND PLANTING AREAS SLOPE TOWARD DRAINS AND AWAY FROM STRUCTURES.

B. AMENDMENT: AMENDMENTS HAVE BEEN INCORPORATED INTO THE SOIL PER THE SOILS TEST.

C. WEEDS: ALL WEEDS HAVE BEEN REMOVED FROM ALL PLANTING AREAS AND PERNICIOUS WEEDS HAVE BEEN TREATED WITH APPROPRIATE HERBICIDES OR APPROVED EQUAL.

6. ALL ASPHALT, BASE COURSE AND OTHER DEBRIS ARE TO BE REMOVED COMPLETELY BELOW PLANTING AREAS. CONTRACTOR IS RESPONSIBLE FOR SUPPLYING TOP SOIL AS NECESSARY FOR ALL PLANTING AREAS.
7. IT SHALL BE THE LANDSCAPE CONTRACTOR'S RESPONSIBILITY TO PROVIDE ADEQUATE DRAINAGE OF ALL PLANTINGS, SUFFICIENT TO INSURE HEALTHY GROWTH.

8. DIG PLANTING PITS 3 TIMES THE WIDTH OF TREE ROOTBALL AND 2 TIMES THE WIDTH OF SHRUB ROOT BALL. BACKFILL PITS WITH 10% NATIVE ON-SITE SOIL AND 30% NITROLIZED SHAVINGS OR EQUIVALENT.

BACKFILL:

10% NATIVE SOIL BY VOLUME

30% NITROLIZED SHAVINGS OR EQUIVALENT

16 LBS. GRO-POWER PLUS, PER CUBIC YARD MIX

OTHER AMENDMENTS PER SOIL ANALYSIS

GROW-POWER PLANTING TABLETS

9. ALL TREES TO BE STAKED AS SHOWN IN THE TREE PLANTING DETAIL.

10. CONTRACTOR SHALL ENSURE TREES DO NOT CONFLICT WITH UTILITIES.

11. AN AUTOMATIC LOW WATER USE IRRIGATION SYSTEM IS TO BE PROVIDED TO WATER ALL PLANTING AREAS WHICH SHALL COMPLY WITH MUELO. THE IRRIGATION SYSTEM SHALL BE DESIGNED TO MEET CURRENT WATER EFFICIENCY STANDARDS AND STATE MUELO REQUIREMENTS, INCLUDING WEATHER-BASED AUTOMATIC CONTROLLER WHILE ACHIEVING THE GOAL OF EFFECTIVELY AND EFFICIENTLY PROVIDING THE LANDSCAPE WITH WATER BY MEANS OF DRIP IRRIGATION BUBBLERS TO TREES, SHRUBS AND PERENNIALS.

12. ALL PLANTING AREAS SHALL BE TOP-DRESSED WITH EITHER 3" LAYER OF CHIPPED MULCH OR 2" LAYER OF ROCK MULCH, PER PLANS

13. AFTER PLANTING HAS BEEN APPROVED BY LANDSCAPE ARCHITECT, ALL PLANT TAGS ARE TO BE REMOVED.

PLANT IMAGES



REVISIONS:

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DATE: 03/06/2023

SCALE:

JOB: 22-065

SHEET

L-3.2





**October 10, 2024**

## **Landscape Design Statement for Avaanti Winery**

### **Project Design Intent**

The landscape design for the winery seeks to create an immersive, visually appealing, and sustainable environment that reflects the elegance of the winery's architecture and its connection to the surrounding landscape. The design is rooted in the principles of screening, architectural enhancement, water-efficient drought-tolerant landscapes, and thoughtful lighting design. All plantings and lighting comply with the State and City's Water Efficient Landscape Ordinance (W.E.L.O.) and Dark Sky lighting restrictions.

### **Screening**

To preserve the serene atmosphere of the winery and offer privacy, the landscape plan includes native and drought-tolerant plants, forming natural screens. Evergreen trees and shrubs will be strategically placed to shield parking areas, utility structures, and service zones from view, creating a seamless experience for guests. This vegetative screening not only provides privacy but also harmonizes with the natural beauty of the vineyard setting.

### **Architectural Enhancement**

The landscape will enhance the winery's architecture through complementary planting arrangements and hardscape features. Key areas such as the tasting rooms, patios, and entryways will be accentuated by drought-tolerant, ornamental plantings that mirror the sophistication of the winery. Feature trees and vertical elements will be positioned to frame views and emphasize the building's architectural lines, while softening its presence within the vineyard.

### **Water-Efficient Drought-Tolerant Landscaping**

The landscape design incorporates a palette of water-efficient, drought-tolerant plant species that thrive in the region's climate, reducing water usage while maintaining lush, vibrant outdoor spaces. Native plants will be the cornerstone of the landscape, requiring minimal irrigation and providing habitat benefits. The use of efficient drip irrigation systems and mulching will further reduce water consumption and meet the city's W.E.L.O. requirements.

### **Dark Sky Compliance and Lighting Design**

Observing the city's Dark Sky lighting restrictions, the lighting design will ensure low light levels while providing a safe and inviting environment. Landscape lighting will adhere to the zero light trespass standard, ensuring that no light escapes beyond



the property. Any uplighting will be limited to subtle, tasteful illumination for wall washing on architectural features and selected trees to enhance the ambiance without encroaching upon the natural surroundings.

This thoughtful and sustainable approach to landscape design not only complements the winery's architectural character but also aligns with environmental and regulatory standards, providing a serene and functional space for visitors.



## Rose, Aubrey, CDA

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**From:** Alison Nakagawa <alison.m.nakagawa@gmail.com>  
**Sent:** Monday, October 16, 2023 1:04 PM  
**To:** Rose, Aubrey, CDA  
**Subject:** Requesting Detailed Plans for PLN2023-00039  
**Attachments:** 2023-10-16 12-11.pdf

Good Afternoon Aubrey -

I received an indirect letter that was sent to our neighbors about the above request for development. This property is directly across the street from my house and not only did I not receive any notification, I would like to express my formal concern for any type of event center, restaurant and golf course on this private rural / residential road.

My family has worked extremely hard to move to our home to avoid country roads with increased risks of late night drunk drivers, traffic congestion (like Tesla, Vasco, Greenville and Cross Rd), and late night noise seven days a week (like most winery and event centers in this area). Not to mention, the amount of water a golf course would take to maintain.

Please accept this as a formal concern, and send me ( and all other Reuss Rd neighbors) the attached letter and any specific plans and open hearings.

Thanks,  
Alison Nakagawa

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## Rose, Aubrey, CDA

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**From:** Debbie Rose <debbierose751@aol.com>  
**Sent:** Wednesday, October 18, 2023 1:00 PM  
**To:** Rose, Aubrey, CDA  
**Subject:** Planning Application PLN2023-00039

As a resident of 11157 Reuss Road in Livermore for the past 35+ years I would like the following concerns addressed regarding Planning Application PLN2023-00039.

1. Traffic - Reuss Road was not built for this added traffic. Safety with drinking and driving is also a concern.
2. Water - Where is the water supply coming from for a house of this size, the event center and the proposed golf course.
3. Septic - What kind of septic system will be put in place to protect our ground water from contamination.
4. How are we just now getting a "Courtesy Notice" when this has obviously been in the works for a long time. This is our home, where our families live, where we can walk safely down our little country road. What you are proposing will change the entire environment of our homes. The structures, both the event center and the home, are huge two-story facilities that are completely out of place on Reuss Road.
5. How many acres will remain in vineyard.
6. How many acres will the golf course cover.
7. What would the hours of operation be.
8. There must be rules on how many acres of land you must have per square footage of buildings in rural areas. What are those rules.
9. I know there was a sign at the end of Reuss Road for years that this property was in an agricultural conservancy, what happened to that. The sign magically disappeared so the conservancy disappeared too? We went from an agricultural conservancy parcel to an event center, a golf course and a huge house? Please explain to me how this happened.

I am sure I will have more questions, but I would like to start with these concerns being addressed.

Sincerely,

Debbie Rose

11157 Reuss Road  
Livermore, CA 94550



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**Re: Reuss Rd conditional use permit courtesy notice**

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From K Noonan <kanoonan2@gmail.com>

Date Sat 10/28/2023 6:51 AM

To Rose, Aubrey, CDA <Aubrey.Rose@acgov.org>

Cc Kathleen Noonan <noonan2@ltnl.gov>; Phil Miller <miller36@ltnl.gov>

Good morning Aubrey.

We would like to be on record objecting to the proposed project on Reuss Rd.

The surrounding developments are predominantly residential properties. Those with commercial agricultural interests include cattle, sheep, and grapes. There are some small tasting rooms, stables and a bed and breakfast. None of the activities draw large volume attendance, create loud noise, bright lights, draw extensively on ground water nor require septic mitigation on a large scale.

This activity would be suited closer to town and is incompatible with the overall area.

Please keep us abreast of the progress or not of this proposal. Thank you

Kathleen Noonan and Philip Miller  
11689 Tesla Rd

Sent from my iPhone

> On Oct 20, 2023, at 8:54 AM, Rose, Aubrey, CDA <Aubrey.Rose@acgov.org> wrote:

>

>

>

> -----Original Message-----

> From: ka noonan <kanoonan2@gmail.com>

> Sent: Thursday, October 19, 2023 6:57 PM

> To: Rose, Aubrey, CDA <Aubrey.Rose@acgov.org>

> Cc: Kathleen Noonan <noonan2@ltnl.gov>

> Subject: Reuss Rd conditional use permit courtesy notice

>

> Thanks Aubrey for taking the time to answer some of my questions! I would appreciate the pdf files that you mentioned that give more specifics of the project.

>

> So that I don't pass on misinformation, if you'd be willing to make sure I understood you this afternoon by reviewing my notes below.

>

> - Comments or questions may directed to you regarding the proposed project

> - This is the very beginning of the process - a courtesy notice before the Planning Commission with public input regarding the compatibility of the proposal with surrounding parcels.

> - A public hearing for public input has yet to be scheduled.

> - Compatible use might concern things such as parking, traffic, lighting, activities, others?

> - Water use is not addressed by the planning commission - although a well is envisioned but rather concerns might be address to Zone 7? Public works?

> - The oct 27 deadline is not firm date for comments on the conditional use permit

> - The residence on the property appears not to be owner occupied

>

>

> Other items I might have missed?

>

> Thanks so much for your help! Looking forward to seeing the specifics.



>

> My best!

> Kathleen Noonan

> 925 2008377

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>

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> <4 of 5.pdf>



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**FW: Avaanti development on October 24 agenda**

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**From** East BZA Hearing, CDA <EastBZAHearing@acgov.org>

**Date** Thu 10/17/2024 7:45 AM

**To** Curry, Damien, CDA <damien.curry@acgov.org>; Rose, Aubrey, CDA <Aubrey.Rose@acgov.org>

**Cc** Orduna, Rodrigo, CDA <rodrigo.orduna@acgov.org>

Rose x56573

Planning Department

-----Original Message-----

**From:** M G <mylaatwork@gmail.com>

**Sent:** Wednesday, October 16, 2024 4:30 PM

**To:** East BZA Hearing, CDA <EastBZAHearing@acgov.org>

**Subject:** Avaanti development on October 24 agenda

Good morning.

I am writing with concerns about the proposed Avaanti development on Reuss Road that is on the East County Board of Zoning Adjustments agenda for October 24 ( County Planning application # PLN2023-00039).

We are residents of Tesla Road, east of the proposed development, and less than 1 mile (direct line distance) from the parcel.

We have multiple concerns about this proposal, including:

The loss of agricultural acreage

The location (adjacent to equestrian operations and other vineyards) Traffic impact on both Tesla Road and Reuss

Road Noise from events The use of the "residence" for short term rentals The golf course and potential increase

in visits/traffic The visual impact of the event facility

While we are close to this parcel, we were not informed about any potential change in zoning.

I believe that the proposed use is incompatible with the existing surroundings.

At this point, I would have to say that we oppose this project.

Respectfully,

Myla Grasso

Tesla Road resident

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**9846 REUSS RD / # PLN2023-00039**

**Neighborhood meeting by applicant held October 3, 2024 – following are neighbor inquiries with applicant responses:**

1. When there are no weddings or corporate events will the "residence" be available to rent by the night/week?

*Response: The residence will only be rented during events and weddings.*

2. When actual weddings or corporate events are taking place will the restaurant and/or golf course still be open to the public?

*The restaurant and golf course will still be open to the public during corporate events but not during weddings.*

4. Why does the residence need a loading dock and service corridor?

*Response: The residence does not have a loading dock or service corridor.. There will be a deliver/loading area at the wine processing building and restaurant.*

5. Will the weddings typically represent the Indian culture of lasting 3-5 days?

*Response: Weddings will be open to all religions and races and will be limited to single night events.*

6. Are any of the 19 bathrooms multiple use or are they single toilet/sinks only?

*Response: Some of the bathrooms will be single occupancy at the wine processing building where the number of occupants is lower and some will be multiple occupant bathrooms at the restaurant and banquet room as required by the building code.*

7. Will revered animals be brought to the site (elephants, tigers, etc.) for events/

*Response: No, "revered animals" will not be brought to the site.*

8. Where will the additional parking spaces noted as "shared" actually be or from?

9. Will security be on-site 24 hours/day, 7 days/week or just during events?

*Response: Security will not be onsite 7 days a week. Only during some events.*

10. What improvements would be made to Reuss Rd. to handle additional 100's of cars/trucks per week?

*Response: The road will be improved to meet all the fire department requirements for width and weight.*

11. From where do you plan water for all 7 water features to come from? For pool & spa?

*Response: The water for the initial filling of the water features and pool will be trucked in to*



*the site. After full minimal water will be used to keep it at a full level.*