

SUBJECT: Actions of the Zoning Administrator

P23-0805, Alistair Braganza

Application for Administrative Design Review approval to construct an approximately 456-square-foot addition to the front of the home located at 3557 Olympic Court.

Approved. Appeal period expires December 6, 2023. (*Natalie Amos, 931-5613*)

P23-0806, Verenice Jauregui/Darco LLC

Application for Administrative Design Review approval to expand the kitchen by approximately 14 square feet at the rear of the home located at 1169 Pineto Place.

Approved. Appeal period expires December 6, 2023. (*Natalie Amos, 931-5613*)

P23-0838, Natureworks Landscape/Jeff Castro

Application for Administrative Design Review approval to construct an approximately 13-foot, 3 ½-inch attached pavilion to the rear of the home located at 4233 Brindisi Place.

Approved. Appeal period expires December 6, 2023. (*Natalie Amos, 931-5613*)

P23-0812, Lauren Simpson

Application for Administrative Design Review approval to construct an approximately 269-square-foot addition to the garage at the front of the residence and a 153-square-foot addition at the rear of the residence located at 4214 School Street.

Approved. Appeal period expires December 6, 2023. (*Riley Eidson, 931-5610*)

P23-0839, Charles Carter

Application for Administrative Design Review approval to construct an approximately 63-square-foot, second-story addition by enclosing the existing second-story balcony to the front and convert an existing rear facing second-story loft area into a bedroom located at 2101 Palmer Drive.

Approved. Appeal period expires December 6, 2023. (*Diego Mora, 931-5618*)

P23-0843, Laura Dipper/Seigo Designs & Interiors

Application for Administrative Design Review approval to construct an approximately 499-square-foot addition to the front of the home located at 2580 Via Espada.

Approved. Appeal period expires December 6, 2023. (*Natalie Amos, 931-5613*)

Wednesday, October 11, 2023

CALL TO ORDER, PLEDGE OF ALLEGIANCE, AND ROLL CALL

Chair Pace called the special meeting of the Planning Commission to order at 7:00 p.m. from the Remillard Conference Room located at 3333 Busch Road and via Zoom.

Chair Pace led the Pledge of Allegiance.

Commissioners Present: Commissioners Anurag Jain, Vivek Mohan, Stephanie Wedge, and Chair Brandon Pace

Commissioners Absent: Commissioner Ken Morgan

AGENDA AMENDMENTS

CONSENT CALENDAR

1. Actions of the Zoning Administrator

Recommendation: Receive report.

2. P23-0556, Rajkumar Govindaraman, 1024 Serpentine Lane, Suite 112 – Application for a Conditional Use Permit approval to operate a religious facility with no more than 25 participants at one time at the existing building located at 1024 Serpentine Lane, Suite 112

Recommendation: Adopt Resolution No. PC-2023-14 approving the application.

3. Approve the meeting minutes of August 23, 2023

Recommendation: Approve the meeting minutes.

MOTION: It was m/s by Gaidos/Jain to approve the Consent Calendar, as recommended. Motion passed by the following vote:

Ayes:	Commissioners Gaidos, Jain, Mohan, Wedge, and Chair Pace
Noes:	None
Absent:	Commissioner Morgan
Abstain:	None

MEETING OPEN TO THE PUBLIC

4. Public Comment regarding items not listed on the agenda.

Chair Pace opened the public comment. There being no speakers, Chair Pace closed the public comment.

PUBLIC HEARING AND OTHER MATTERS

MATTERS FOR COMMISSION'S REVIEW/ACTION/INFORMATION

5. Reports from Meetings Attended (e.g., Committee, Task Force, etc.)

None.

6. Actions of the City Council

Planning Manager Melinda Denis provided a brief overview of the items listed in the report.

7. Future Planning Calendar

Planning Manager Denis provided a brief overview of the items listed in the report.

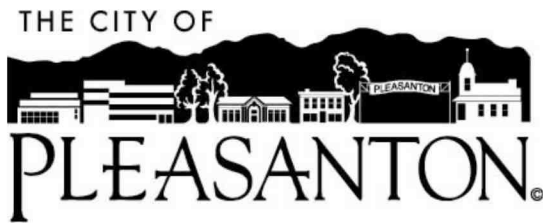
MATTERS INITIATED BY COMMISSION MEMBERS

Commissioner Mohan requested staff provide an update via memo and/or email regarding Alameda County's Arroyo Lago development project.

ADJOURNMENT

Chair Pace adjourned the meeting at 7:12 p.m.

Estela Ramirez, Recording Secretary



Planning Commission Agenda Report

November 8, 2023
Item 4.

SUBJECT: PXX17-0904

**APPLICANT/
PROPERTY OWNER:** Stoneridge Properties, LLC (Simon Property Group)

PURPOSE: Application to amend and extend the Stoneridge Shopping Center Development Agreement (DA), governing a previously approved approximately 362,790-square-foot shopping center expansion, for one year, with a City Manager option to extend the DA for one additional year subject to the completion of performance standards set forth in this fifth amendment.

LOCATION: Stoneridge Shopping Center (1008-1700 Stoneridge Mall Road)

GENERAL PLAN: Retail/Highway/Service Commercial, Business and Professional Offices and Mixed Use

ZONING: CR(M) – (Regional Commercial – Mall) and PUD–MU (Planned Unit Development – Mixed Use) District

EXHIBITS:

- A. Draft Resolution and Draft Fifth Amendment to the DA for the Stoneridge Shopping Center
- B. Original DA with first, second, third, and fourth amendments
- C. Pleasanton General Plan 2005-2025 Environmental Impact Report (EIR), and Housing Element and Climate Action Plan (CAP), General Plan Amendment and Rezonings Supplemental Environmental Impact Report (EIR) and Adopted Findings including Statement of Overriding Considerations (available upon request)
- D. Location and Notification Maps

STAFF RECOMMENDATION

Staff recommends the Planning Commission adopt a resolution recommending: (1) the City Council find the proposed Fifth Amendment to the Stoneridge Shopping Center Development Agreement is exempt from further review under the California Environmental Policy Act (CEQA) pursuant to Public Resources Code section 21083.3 and CEQA Guidelines section 15183; and (2) the City Council approve the proposed Fifth Amendment as set forth in Exhibit A.

EXECUTIVE SUMMARY

The applicant, Stoneridge Properties, LLC (Simon Property Group), proposes to amend and extend the existing Development Agreement (DA) for the Stoneridge Shopping Center by extending the term by one year until December 2024, with a City Manager option to extend for one additional year until December 2025, subject to the completion of performance milestones related to the Stoneridge Mall Framework. The applicant's proposal would not allow for additional development beyond the approximately 362,790-square-foot shopping center expansion already approved in the existing DA.

BACKGROUND

The Stoneridge Shopping Center was constructed in the early 1980's by the Taubman Company. As part of the City's approval of the regional shopping center, the Taubman Company participated in funding portions of the I-680/Stoneridge Drive freeway interchange, construction of improvements to the nearby City streets and intersections that accessed the shopping center from the I-580 and I-680 freeways, and construction of Fire Station No. 2 (6300 Stoneridge Mall Road).

Development Agreement

Development agreements (DA) are public/private contracts specifically authorized by state law with the purpose of providing property owners more certainty about the entitlements and exactions that will apply to their property. The local government receives a legally binding promise that the developer will provide infrastructure and/or pay fees required by a new project. The developer receives a legally binding promise it can build a project. The DA sets forth the rights and responsibilities between the City and the property owner/developer. DAs are primarily utilized on large, master-planned developments constructed in a phased manner over a relatively long period of time and often require significant investments in public infrastructure on the part of the private developer. DAs encourage private investment, including the provision of public facilities that would not normally be required under a typical development plan review.

In November 1992, the City Council approved the original DA (Exhibit B) for the Stoneridge Shopping Center, which granted rights to expand the shopping center by approximately 178,000 square feet in exchange for developer contributions to various traffic improvements and approved a related Sewer Agreement that reserved and allocated sewer capacity for the uses within the shopping center.

On January 6, 1998, the City Council approved the First Amendment to the DA, further increasing the Stoneridge Shopping Center by an additional approximately 202,000 square feet, thereby totaling approximately 380,000 square feet of expansion area, and modified the traffic improvements. An amendment to the Sewer Agreement was also approved at that time which reserved 10,000 gallons of sewer capacity for the shopping center.

In summary, the original DA, as amended, and related Sewer Agreement, granted the following entitlements and restrictions to the owners of the shopping center and their successors:

- Permitted the expansion of the shopping center floor area by a total of approximately 380,000 square feet (the additional to-be-developed area has been reduced to approximately 362,790 square feet of floor area due to the past construction of the P.F. Chang's and Cheesecake Factory restaurants). Also, Design Review approval was granted in 2019 for the Stoneridge Mall Commercial Replacement and Expansion Project by Planning Commission Resolution PC-2019-10 for net new construction of approximately 79,269 square feet, but none of that square footage has been constructed. Accordingly, the total approved expansion remains at approximately 362,790 square feet).
- Reserved 10,000 gallons per day of sewer capacity for the entire shopping center (This capacity has been used completely by the present shopping center retail businesses and restaurants).
- Referenced the permitted and conditional uses of the Regional Commercial – Mall Complex (CR(m)) District of the Pleasanton Municipal Code (PMC) for the shopping center with the applicable City approvals.
- Established parking ratios between 3.5 and 4.5 parking spaces per 1,000 square feet of floor area for different categories of shopping center uses (these vested parking ratios exceed the City's current typical retail parking standard of 3.33 parking spaces per 1,000 square feet).
- Required the shopping center to participate in mitigation measures identified by the City to offset the anticipated traffic impacts of the I-680/West Las Positas Road freeway interchange (which was subsequently determined by the City not to be built).
- Defined the maximum height for all new shopping center buildings as that of the highest building existing at the time of the First Amendment, which is approximately 68 feet.
- Permitted parking decks up to a maximum height of three levels above grade.
- Identified traffic improvements to nearby intersections that could be required by the City's Traffic Engineer to mitigate the impact of the additional floor area on traffic operations.

The DA was subsequently amended: in 2013 to extend the term for five years until 2017; in 2018 to extend the term for five additional years until 2022; and most recently in 2021 to extend the term for one year until 2023.

SITE AND AREA DESCRIPTION

The Stoneridge Shopping Center is located on an oval-shaped property defined entirely by Stoneridge Mall Road. Figure 1, below, shows the Stoneridge Shopping Center and portions of the I-580 and I-680 freeways and Foothill Road.

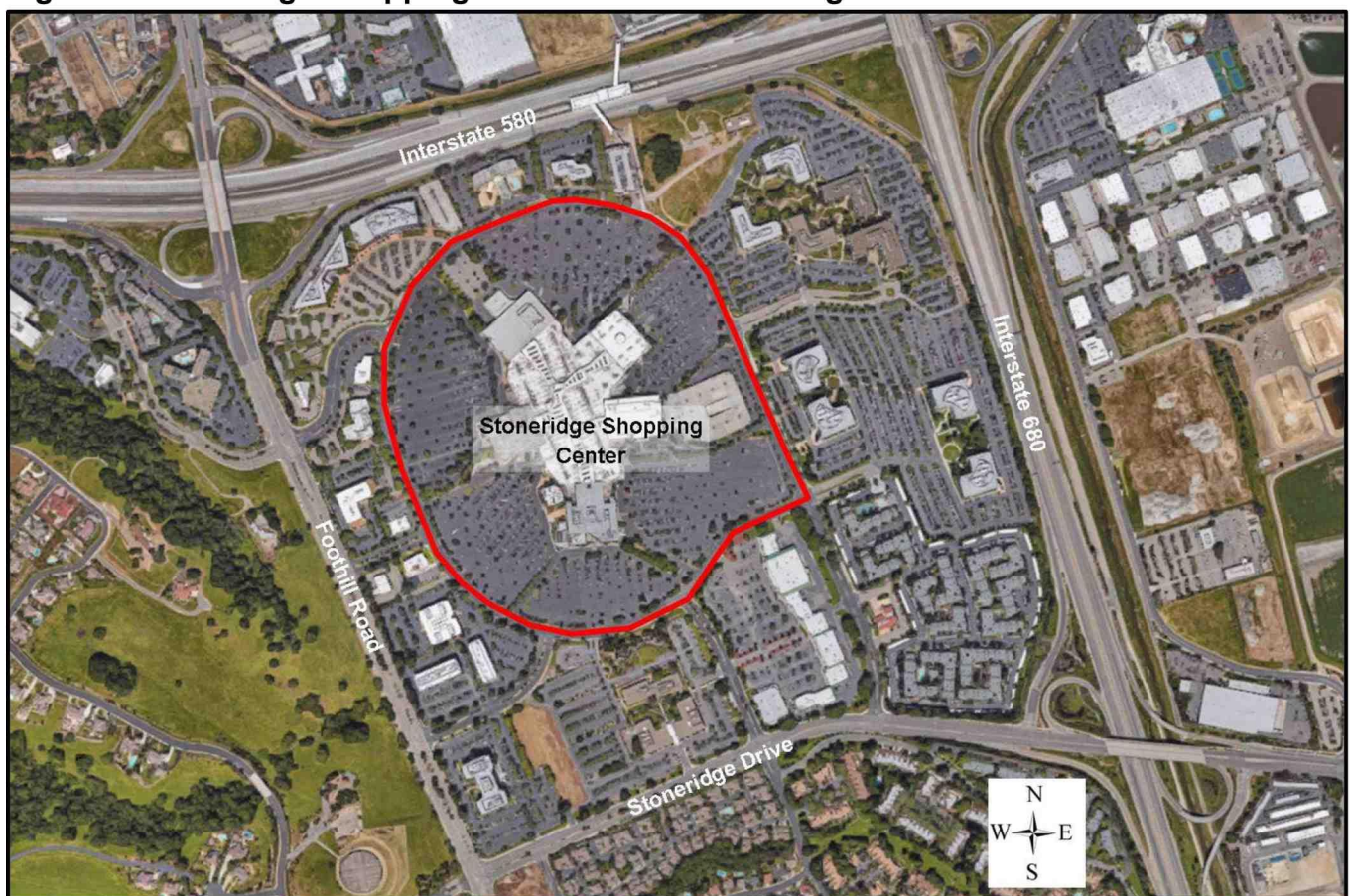
The properties surrounding the mall are located between Stoneridge Mall Road and the I-580 I-680 freeways, Stoneridge Drive, and Foothill Road and are developed with a variety of office, hotel, medical, restaurant, retail, and residential uses, including the recently constructed

building within the 10x Genomics campus. The recently approved 360-unit Stoneridge Mall Apartment project will be located on a site in the southeast quadrant of the mall.

PROJECT DESCRIPTION AND ANALYSIS

The applicant requests the term of the DA be extended for another year to December 2024, plus a City Manager option to extend the DA for one additional year until December 2025, subject to the completion of performance milestones related to the Stoneridge Mall Framework. The proposed Fifth Amendment and the existing agreements are attached as Exhibit A and Exhibit B, respectively. The proposed Fifth Amendment does not allow for any additional development beyond that identified in the existing agreement and continues to require all new commercial projects be subject to Planning Commission Design Review approval administered at a public hearing.¹

Figure 1: Stoneridge Shopping Center and Surrounding Land Uses



Since the last extension of the DA was approved in 2021, the effects of the COVID-19 pandemic have continued to affect the overall retail and commercial development market, and although there has been some recovery, it is not yet complete. The applicant has indicated they need additional time to evaluate these changes in the retail climate and how to best proceed with expansion of the shopping center to remain competitive and meet current market demands/trends that have evolved over the past several years and have most likely shifted

¹ Residential development permitted by the 4th, 5th and 6th Cycle Housing Elements is not part of the DA and is subject to the Objective Design Standards and process for approval set forth in other City regulations.

again post-pandemic. Additionally, since the 2021 extension, the City adopted the Stoneridge Mall Framework components document and completed the 6th Cycle Housing Element update, with sites identified at Stoneridge Shopping Center among the housing inventory sites that will be rezoned to allow for additional residential uses on certain portions of the mall. Such sites are in addition to those properties within the Mall identified in the 4th and 5th Cycle Housing Elements, one of which is the location of the Stoneridge Mall Apartments project (approved earlier this year).

The Stoneridge Mall Framework, as adopted in January 2023, provides a conceptual land use and circulation plan and policy guidance for future development/redevelopment of the Shopping Center. In consideration of this Fifth Amendment, the City and applicant have agreed on a list of milestones (i.e., tasks) tied to progressing the Stoneridge Mall Framework towards a full-fledged Master Plan or similar comprehensive plan document that the applicant has agreed to complete within the term of the extension. Based on the terms of the Fifth Amendment, completion of these milestones within the specified term would allow the City Manager to grant another one-year extension of the DA administratively. Please see Exhibit A (Section 7) for a complete list of the required milestones.

Given the passage of time since the DA was originally written, the City has asked, and the applicant has agreed, to include as part of the Fifth Amendment provisions specifying that any development pursuant to the DA is subject to current City development impact fees and other fees, offset by prior payments for traffic improvements. In addition, the City and applicant have included terms that specify that the Objective Design Standards (ODS) adopted in January 2023 and requirement of the future Framework would also apply to any residential or mixed-use development on the site. The section about transfer or assignment has been amended to provide for City approval. And finally, there is also a provision for the applicant to reimburse the City for the cost of environmental review and consultant work on the Stoneridge Mall Framework process.

For these reasons, staff supports the DA extension. Staff believes the additional year allowed for by the Fifth Amendment would allow the Stoneridge Mall Framework planning efforts to progress and also facilitate the applicant's participation in the process in order to secure the orderly development of the shopping center expansion, with greater opportunities to secure effective traffic management, cohesive, attractive site design, public and private improvements, and related economic benefits to the City.

The DA process requires the Planning Commission to determine if a DA is consistent with the General Plan and provide a recommendation to the City Council for action. Based on the information in the report, staff believes this Fifth Amendment is consistent with the General Plan and recommends the Planning Commission forward a recommendation for approval to the City Council.

PUBLIC NOTICE

Notices of this application were sent to surrounding property owners and tenants within a 1,000-foot radius of the site. A courtesy email notice was also sent to other owners of property at the mall. Staff has provided the location and noticing map as Exhibit D for reference. At the time this report was published, no public comment was received by staff.

ENVIRONMENTAL ASSESSMENT

On January 4, 2012, the City Council certified a Supplemental Environmental Impact Report (SEIR) and adopted the CEQA Findings and a Statement of Overriding Considerations for the Housing Element and Climate Action Plan General Plan Amendment and Rezonings Supplemental EIR. This SEIR was a supplement to the EIR prepared for the Pleasanton 2005-2025 General Plan which was certified in July 2009. The development contemplated in the DA is consistent with the development density that was evaluated and mitigated as part of these certified CEQA documents which are available upon request as part of Exhibit C. In addition, the City adopted an Addendum dated April 19, 2019, in connection with the Stoneridge Mall Commercial Replacement and Expansion Project, File P18-0340, which concluded the project would not cause any unstudied impacts or impacts peculiar to the parcel. The proposed Fifth Amendment does not result in any effects on the environment that are peculiar to the property or project that were not addressed in these prior CEQA documents, or which substantial new information shows will be more significant than described in these prior CEQA documents. Therefore, no additional environmental review is required pursuant to Public Resources Code section 21083.3 and CEQA Guidelines section 15183.

SUMMARY/CONCLUSION

This extension will enable Stoneridge Properties (Simon Property Group) to continue to explore commercial expansion of the Stoneridge Shopping Center, broadening the City's tax base and allowing the continued vitality of the shopping center. This amendment/extension would not alter or modify the obligations and responsibilities described in the original DA or subsequent amendments as they apply to the shopping center, except in ways that are to the benefit of the City, such as requiring the project to pay current development impact fees. With expectations of the completion of the outlined Stoneridge Mall Framework milestones in this amendment, staff believes the shopping center will continue to evolve and remain competitive in both the current development environment; thus, staff supports the request for the amendment/extension to the DA and recommends the Planning Commission provide a positive recommendation to the City Council.

Primary Authors: Eric Luchini, Senior Planner, 925-931-5612 or eluchini@cityofpleasantonca.gov.

Reviewed/Approved By:

Melinda Denis, Planning and Permit Center Manager
Ellen Clark, Director of Community Development

RESOLUTION NO. PC-2023-15

A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF PLEASANTON RECOMMENDING APPROVAL OF THE APPLICATION OF STONERIDGE PROPERTIES, L.L.C. (SIMON PROPERTY GROUP) TO AMEND THE STONERIDGE SHOPPING CENTER DEVELOPMENT AGREEMENT, GOVERNING AN APPROXIMATELY 362,790- SQUARE-FOOT EXPANSION, TO EXTEND THE TERM FOR ONE ADDITIONAL YEAR, PLUS A POTENTIAL ADDITIONAL ONE YEAR FURTHER EXTENSION, AS FILED UNDER CASE NO. PXX17-0904

WHEREAS, Stoneridge Properties, LLC (Simon Property Group) has applied for a Fifth Amendment to the Development Agreement for the properties at 1008 - 1700 Stoneridge Mall Road for a one (1) year extension of the term to December 2024, plus the additional potential further extension by one year to December 2025 upon administrative determination by the City Manager of owner's completion of stated milestones, payment of current development impact fees, residential and mixed-use development subject to the January 2023 Objective Design Standards, City approval of any transfer, and owner reimbursement of environmental and consultant costs for Framework development, regarding its approximately 362,790 squarefoot remaining permitted expansion to the Stoneridge Shopping Center, as filed under Case PXX17-0904; and

WHEREAS, a Supplemental Environmental Impact Report (SEIR) was prepared and certified on January 4, 2012, for the Housing Element update and Climate Action Plan General Plan Amendments and Rezonings that supplemented the Environmental Impact Report (EIR) prepared for the Pleasanton 2005-2025 General Plan, certified in July 2009. This SEIR anticipated completion of the subject 362,790 square foot expansion of the Stoneridge Shopping Center. The California Environmental Quality Act (CEQA) specifies that individual development projects that are covered by a previously certified EIR or SEIR are exempt from additional environmental review, therefore there is no additional environmental document regarding this Development Agreement extension is required pursuant to Public Resources Code §21083.3 and CEQA Guidelines §15183; and

WHEREAS, on November 8, 2023, the Planning Commission held a duly noticed public hearing on this application and considered all public testimony, agenda report, and related materials, and after consideration adopted Resolution No. PC-2023-15, recommending that the City Council approve the extension.

NOW, THEREFORE BE IT RESOLVED by the Planning Commission of the City of Pleasanton, based on the entire record of proceedings, including the oral and written agenda reports and all public comment and testimony:

Section 1. Recommends that the City Council find that the Fifth Amendment to the Development Agreement is consistent with the General Plan as it extends for one year, plus a potential further one-year extension, the opportunity for a 362,790-square-foot expansion of the Stoneridge Shopping Center, subject to the payment of current development impact fees, on property with a General Plan Land Use Designation of Retail / Highway / Service Commercial Business and Professional Offices.

Section 2. Recommends that the City Council find that the 362,790-square-foot

expansion of the Stoneridge Shopping Center as set forth in the Development Agreement, as amended, was considered in the Supplemental Environmental Impact Report (SEIR) and adopted Findings and Statements of Overriding Consideration approved by the City Council on January 4, 2012, for the Housing Element update and Climate Action Plan General Plan Amendments and Rezonings that supplemented the Environmental Impact Report (EIR) prepared for the Pleasanton 2005-2025 General Plan, certified in July 2009.

Section 3. Recommends approval by the City Council of the application by Stoneridge Properties, LLC (Simon Property Group) for a Fifth Amendment to the Development Agreement for its property at 1008 - 1700 Stoneridge Mall Road to extend the term for one year, plus a potential additional one-year further extension, be subject to current development impact fees, have residential and mixed-use development subject to the January 2023 Objective Design Standards (ODS), City approval of any transfer, and reimbursement of costs for environmental review and consultant costs for Framework development, as generally shown in the attached Exhibit A.

PASSED, APPROVED AND ADOPTED by the Planning Commission of the City of Pleasanton at a regular meeting held on November 8, 2023, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

ATTEST:

Melinda Denis
Secretary, Planning Commission

Brandon Pace
Chair

APPROVED AS TO FORM:

Larissa Seto
Assistant City Attorney

EXHIBIT A
FIFTH AMENDMENT TO DEVELOPMENT AGREEMENT

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DRAFT

RECORDING REQUESTED BY

CITY OF PLEASANTON

When Recorded, Return to:

Office of the City Clerk

City of Pleasanton

P.O. Box 520

Pleasanton, CA 94566

Recording Requested Pursuant to Government
Code Sections 27383 & 6103 – no fee

FIFTH AMENDMENT TO DEVELOPMENT AGREEMENT

THIS FIFTH AMENDMENT TO DEVELOPMENT AGREEMENT (the “Fifth Amendment”) is made and entered into by and between the CITY OF PLEASANTON, a municipal corporation of the State of California (“City”), and STONERIDGE PROPERTIES LLC, a Delaware limited liability company, doing business in California as STONERIDGE ASSOCIATES, LLC, as successor in interest to SECURITY TRUST COMPANY, as TRUSTEE under Trust No. 1860-0 (“Developer”), pursuant to the authority of California Government Code Sections 65864-65869.5.

RECITALS

A. The City and Developer are parties to a Development Agreement (the "Agreement") dated as of November 5, 1992, as approved by the City Council under Ordinance No. 1578. The Agreement was recorded on April 2, 1993, as Instrument No. 93103418 in the Official Records of Alameda County. (Capitalized terms not otherwise defined in this Amendment shall have the meanings given to them in the Agreement; all references to the Agreement shall refer to the same as modified by the First, Second, Third and Fourth Amendments.)

B. The parties entered into the First Amendment to Development Agreement (the "First Amendment"), dated as of January 6, 1998, as approved by the City Council by its Ordinance No. 1732. The First Amendment to the Development Agreement was recorded on February 5, 1998, as Instrument No. 98048535 in the Official Records of Alameda County.

C. The parties entered into the Second Amendment to Development Agreement (the "Second Amendment"), dated as of June 18, 2013, as approved by the City Council by its Ordinance No. 2073. The Second Amendment to the Development Agreement was recorded on September 5, 2013, as Instrument No. 2013299219 in the Official Records of Alameda County.

D. The parties entered into the Third Amendment to Development Agreement (the "Third Amendment"), dated as of August 21, 2018, as approved by the City Council by its Ordinance No. 2173. The Third Amendment to the Development Agreement was recorded on September 19, 2018, as Instrument No. 2018182964 in the Official Records of Alameda County.

E. The parties entered into the Fourth Amendment to the Development Agreement (the “Fourth Amendment”), dated as of September 6, 2022, as approved by the City Council by its Ordinance 2230. The Fourth Amendment was recorded on September 12, 2022, as Instrument No. 2022156727 in the Official Records of Alameda County.

F. The City and Developer desire to extend the term of the Agreement. In order to strengthen the planning process, encourage private participation in comprehensive planning, secure the orderly development of the shopping center expansion and provide greater opportunities for traffic management and cohesive, attractive site design and improvements and related economic benefits to the City, and to facilitate the future development of a comprehensive master plan for the shopping center, the City has determined that this Fifth Amendment is an appropriate supplement to the Agreement.

G. The Agreement originally permitted an expansion of 380,000 square feet, which was reduced to 362,790 square feet due to construction of P. F. Chang's and the Cheesecake Factory. The permitted remaining expansion was covered by the mitigated negative declaration adopted in connection with the original Development Agreement, as well as considered as part of the EIR for the Pleasanton 2005-2025 General Plan certified in July 2009, and the SEIR for the Housing Element Update and Climate Action Plan General Plan Amendments certified in January 2012, and addressed in the Addendum for the Stoneridge Mall Commercial Replacement and Expansion Project dated April 16, 2019. In addition, the cumulative impacts of the development permitted under the Agreement and this Fifth Amendment, plus all development proposed under the City of Pleasanton's 2023-2031 Housing Element, was studied in the Program Environmental Impact Report (SCH 2022040091) for that Housing Element certified by the City Council on January 26, 2023, by Resolution No. 23-1357. This Fifth Amendment merely extends the term of the previously approved Agreement by two years and is consistent with the General Plan, and there are no impacts peculiar to the parcel or unstudied impacts relevant to this Fifth Amendment.

H. On November 8, 2023, after conducting a duly noticed public hearing, the City Planning Commission recommended the City Council approve this Fifth Amendment, based on the following findings and determinations: this Fifth Amendment is consistent with the objectives, policies, general land uses and programs specified in the City's General Plan; is compatible with the uses authorized in and the regulations prescribed for the land use district (C- R (Regional Commercial)) in which the Property is located; is in conformity with public convenience, general welfare and good land use practices; will not be detrimental to the health, safety and general welfare of the City or the region surrounding the City; will not adversely affect the orderly development of property or the preservation of property values within the City; and will promote and encourage the development of the Project by providing a greater degree of certainty with respect thereto.

I. Thereafter, on December 5, 2023, the City Council held a duly noticed public hearing on this Fifth Amendment and made the same findings and determinations as the Planning Commission. On that same date, the City Council introduced the Ordinance. On December 5, 2023, the City Council approved this Fifth Amendment by adopting Ordinance No. XXXX.

NOW, THEREFORE, pursuant to the authority contained in California Government Code Sections 65864-65869.5, and in consideration of the mutual covenants and promises of the parties herein contained, the parties agree to amend the Agreement as follows:

1. Section 2.2 is hereby amended and restated as follows:

2.2 Term. The term of this Agreement and Developer's rights and obligations hereunder shall terminate on December 31, 2024, unless the termination date is extended to December 31, 2025, pursuant to Section 19.16 below.

2. Sections 3.2(a) through 3.2(i) are hereby deleted and replaced with the following:

3.2. (a) Developer shall pay development impact fees, connection charges, building permit fees and processing fees in effect at the time Developer submits the applicable Project application for processing.

3.2 (b) - 3.2 (i) (not used).
3. Exhibits D through G are hereby deleted.
4. Section 3.5 is hereby deleted and replaced with the following:
3.5 (not used).
5. Section 4.4 is hereby amended and restated as follows:

4.4 Architectural Review of Project. The City may apply the rules and regulations regarding architectural review, and objective design standards for any residential development incorporated into the Project, in effect in the City at the time the Developer applies for design review approval for any aspect of the Project, as long as applying these rules and regulations does not conflict with Developer's rights under this Agreement to expand the Shopping Center by the number of square feet specified in this Agreement.
6. Section 15 is hereby amended and restated as follows:

15. Right to Assign, etc. Developer's rights hereunder may be encumbered, sold or assigned in conjunction with the transfer, sale, assignment or financing of all or any portion of the Property at any time during the terms of this Agreement. If the proposed buyer or assignee is not an affiliate of Developer, then Developer may still assign its interest in the Property so long as Developer receives the City's prior written consent. Upon the sale, transfer or assignment of Developer's rights and interests under this Agreement, memorialized in an assignment and assumption agreement, Developer shall be released from its obligations pursuant to this Agreement with respect to the Property or portion thereof so transferred which arise subsequent to the effective date of the transfer.
7. In extending the Development Agreement, the City and Developer anticipate that Developer will work with the other owners of property at Stoneridge Mall (defined as the "Shopping Center" in the Agreement) to move forward with developing a master plan. Accordingly, new Sections 19.14, 19.15 and 19.16 are added as follows:

19.14. Good Faith Efforts Towards Master Plan. Developer shall make good faith efforts with City to develop and process for approval a Master Plan for the Shopping Center that furthers the goals of the Stoneridge Mall Framework Components approved by the City Council in Resolution No. 23-1356, adopted on January 26, 2023, as those Components may be amended by the City with the reasonable consent of Developer ("Master Plan" and "Framework Components," respectively). While Developer cannot control the actions of other

owners of property at the Shopping Center (“Other Owners”), Developer’s good faith efforts shall include working with and attempting to persuade Other Owners to participate in developing and processing the Master Plan. Developer’s good faith efforts shall strive to meet the following goals:

(a) By March 2024, City’s Community Development Director and other City staff will meet with the Developer and such Other Owners as are willing to participate to develop a schedule for completing items (b), (c) and (d) below by December 31, 2025:

(b) Developer and such Other Owners as are willing to participate will submit to the City an initial conceptual site plan for the Master Plan that includes commercial, retail, housing, infrastructure and open space/recreation areas that furthers the goals of the Framework Components.

(c) Developer and such Other Owners as are willing to participate will submit preliminary and final development applications for the Master Plan.

(d) Developer and such Other Owners as are willing to participate will submit environmental and engineering studies, primarily related to traffic and infrastructure, to support the Master Plan.

(e) Developer and such Other Owners as are willing to participate shall enter into an agreement to reimburse the City for its costs associated with processing the Master Plan application(s), including the City’s retention of consultants to provide review and comment on the application and to prepare an Environmental Impact Report.

19.15 Review of Good Faith Efforts. Beginning on or about June 1, 2024, the City Manager shall evaluate whether Developer is making the good faith efforts required by Section 19.14. If the City Manager makes a finding that Developer has not complied in good faith and in a material respect with Section 19.14, then the parties shall comply with the provisions of Sections 6(b), (c) and (d) (which pertain to notice, opportunity to cure and remedies during an annual review of the Agreement), except that the reference to a finding of the City Council in Section 6(b) shall be read to apply to the findings of the City Manager, and the ninety (90) day period to cure shall be reduced to thirty (30) days.

19.16. Extension of Agreement Upon Adequate Progress.

(a) As provided in Section 19.16(c) below, the City Manager shall adopt findings regarding whether adequate progress has been made by Developer towards the Master Plan.

(b) The City Manager may refer the duty to make such findings to the City Council. Developer may appeal any findings adopted by the City Manager to the City Council within ten (10) days of the date such findings are adopted, by providing notice of such appeal to the City Clerk by overnight courier or personal delivery. Upon referral or appeal, the City Council's review of the matter shall be de novo and the Council may consider evidence that was not presented to the City Manager.

(c) City shall use reasonable efforts to ensure that findings by the City Manager and, if applicable, the City Council, are adopted by December 31, 2024. If such findings are not adopted by December 31, 2024, then the term of this Agreement is extended until the date such findings are adopted.

(d) If the City determines that adequate progress has been made towards the Master Plan, then the termination date of the Agreement shall be extended to December 31, 2025, without the need for further action by City or Developer.

8. Except as expressly modified by this Fifth Amendment, the City and Developer hereby ratify and confirm the terms and conditions of the Agreement which are fully incorporated herein by reference and shall continue in full force and effect.

9. This Fifth Amendment shall be effective as of the date the Agreement otherwise would have terminated and shall remain in effect until terminated on December 31, 2024, or December 31, 2025, pursuant to paragraph 7 above. This Fifth Amendment may be executed in multiple counterparts, all of which taken together shall constitute one and the same instrument. This Fifth Amendment shall be duly recorded in the Official Records of Alameda County.

IN WITNESS WHEREOF, the parties have executed this Fifth Amendment on the date affixed by their signature.

"City"

CITY OF PLEASANTON, a Municipal
corporation of the State of California

By: _____

Gerry Beaudin
City Manager

Dated Executed: _____

Attest:

Jocelyn Kwong
City Clerk

Approved as to Form:

Daniel G. Sodergren
City Attorney

"Developer"

STONERIDGE PROPERTIES LLC, a Delaware
limited liability company, doing business in
California as STONERIDGE ASSOCIATES,
LLC

By: SIMON-MILLS II, L.L.C., a
Delaware limited liability company, its
Managing Member

By: _____

Title: _____

Date Executed: _____

DRAFT

2022156727

09/12/2022 02:40 PM

5 PGS

OFFICIAL RECORDS OF ALAMEDA COUNTY
MELISSA WILK, CLERK-RECORDER
RECORDING FEES: \$0.00



RECORDING REQUESTED BY
CITY OF PLEASANTON

When Recorded, Return to:
Office of the City Clerk
City of Pleasanton
P.O. Box 520
Pleasanton, CA 94566



Recording requested Pursuant to Government
Code Sections 27383 & 6103 - No Fee

FOURTH AMENDMENT TO DEVELOPMENT AGREEMENT

THIS FOURTH AMENDMENT TO DEVELOPMENT AGREEMENT (the "Amendment") is made and entered into as of September 6, 2022, by and between the CITY OF PLEASANTON, a municipal corporation of the State of California ("City"), and STONERIDGE PROPERTIES LLC, a Delaware limited liability company, doing business in California as STONERIDGE ASSOCIATES, LLC, successor in interest to SECURITY TRUST COMPANY, as TRUSTEE under TRUST NO. 1860-0 ("Developer"), pursuant to the authority of California Government Code Sections 65864-65869.5.

RECITALS:

A. The City and Developer are parties to a Development Agreement (the "Agreement") dated as of November 5, 1992, as approved by the City Council under Ordinance No. 1578. The Agreement was recorded on April 2, 1993 as Instrument No. 93103418 in the Official Records of Alameda County. (Capitalized terms not otherwise defined in this Amendment shall have the meanings given to them in the Agreement; all references to the Agreement shall refer to the same as modified by this Amendment.)

B. The parties entered into the First Amendment to Development Agreement (the "First Amendment"), dated as of January 6, 1998, as approved by the City Council by its Ordinance No. 1732. The First Amendment to Development Agreement was recorded on February 5, 1998 as Instrument No. 98048535 in the Official Records of Alameda County.

C. The parties entered into the Second Amendment to Development Agreement (the "Second Amendment"), dated as of June 18, 2013, as approved by the City Council by its Ordinance No. 2073. The Second Amendment to Development Agreement was recorded on September 5, 2013 as Instrument No. 2013299219 in the Official Records of Alameda County.

D. The parties entered into the Third Amendment to Development Agreement (the "Third Amendment"), dated as of August 21, 2018, as approved by the City Council by its Ordinance No. 2173. The Third Amendment to Development Agreement was recorded on September 19, 2018 as Instrument No. 2018182964 in the Official Records of Alameda County.

E. The City and Developer desire to extend the term of the Agreement, First Amendment, Second Amendment, and Third Amendment thereto. In order to strengthen the planning process, encourage private participation in comprehensive planning, secure the orderly development of the shopping center expansion and provide greater opportunities for traffic management and cohesive, attractive site design and improvements and related economic benefits to the City, the City has determined that this Fourth Amendment is an appropriate supplement to the Agreement and First, Second, and Third Amendments thereto.

F. The Agreement, First Amendment, Second Amendment, Third Amendment, and this Fourth Amendment originally permitted an expansion of 380,000 square feet, which was reduced to 362,790 square feet due to construction of P. F. Chang's and the Cheesecake Factory. The remaining 362,790 square feet of expansion area is inclusive of the 79,269 square feet of expansion for which design review approval was granted by Planning Commission Resolution 2019-10 for the Stoneridge Mall Commercial Replacement and Expansion Project. The permitted remaining expansion was covered by the mitigated negative declaration adopted in connection with the original Development Agreement, as well as considered as part of the EIR for the Pleasanton 2005-2025 General Plan certified in July 2009, and the SEIR for the Housing Element Update and Climate Action Plan General Plan Amendments certified in January 2012, and addressed in the Addendum for the Stoneridge Mall Commercial Replacement and Expansion Project dated April 16, 2019. The Fourth Amendment is consistent with the General Plan, and there are no impacts peculiar to the parcel or unstudied impacts relevant to this Fourth Amendment.

G. On November 10, 2021, after conducting a duly noticed public hearing, the City Planning Commission recommended the City Council approve this Fourth Amendment, based on the following findings and determinations: this Fourth Amendment is consistent with the objectives, policies, general land uses and programs specified in the City's General Plan; is compatible with the uses authorized in and the regulations prescribed for the land use district (C- R (Regional Commercial)) in which the Property is located; is in conformity with public convenience, general welfare and good land use practices; will not be detrimental to the health, safety and general welfare of the City or the region surrounding the City; will not adversely affect the orderly development of property or the preservation of property values within the City; and will promote and encourage the development of the Project by providing a greater degree of certainty with respect thereto.

H. Thereafter, on December 21, 2021, the City Council held a duly noticed public hearing on this Fourth Amendment and made the same findings and determinations as the Planning Commission. On that same date, the City Council introduced the Ordinance. On January 4, 2022, the City Council approved this Fourth Amendment by adopting Ordinance 2230.

NOW, THEREFORE, pursuant to the authority contained in California Government Code Sections 65864-65869.5, and in consideration of the mutual covenants and promises of the parties herein contained, the parties agree as follows:

1. Section 2.2 is hereby amended and restated as follows:

2.2 Term. The term of this Agreement and Developer's rights and obligations hereunder shall terminate on December 31, 2023.

2. Except as expressly modified by this Fourth Amendment, the City and Developer hereby ratify and confirm the terms and conditions of the Agreement and First, Second, and Third Amendments, which are fully incorporated herein by reference and shall continue in full force and effect.

3. This Fourth Amendment may be executed in multiple counterparts, all of which taken together shall constitute one and the same instrument. This Fourth Amendment shall be duly recorded in the Official Records of Alameda County.

IN WITNESS WHEREOF, the parties have executed this Fourth Amendment as of the day and year first above written.

"City"

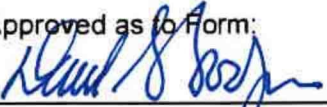
CITY OF PLEASANTON, a Municipal corporation of the State of California

By: 
Gerry Beaudin
City Manager

Attest:


Jocelyn Kwong
City Clerk

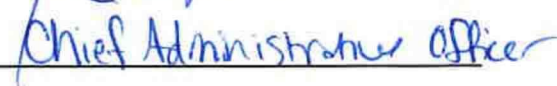
Approved as to Form:


Daniel G. Sodergren
City Attorney

"Developer"

STONERIDGE PROPERTIES LLC, a Delaware limited liability company, doing business in California as STONERIDGE ASSOCIATES, LLC

By: SIMON-MILLS II, L.L.C., a Delaware limited liability company, its Managing Member

By: 
Title: 
Chief Administrative Officer

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

INDIANA
STATE OF ~~CALIFORNIA~~)

COUNTY OF MARION)

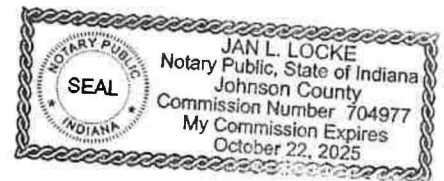
On May 13, 2022, before me, JAN L. LOCKE, Notary Public, personally appeared John R. Little, CAO, who proved to me on the basis of satisfactory evidence to be the person~~(s)~~ whose name~~(s)~~ is~~are~~ subscribed to the within instrument and acknowledged to me that he~~/she/they~~ executed the same in his~~/her/their~~ authorized capacity~~(ies)~~, and that by his~~/her/their~~ signature~~(s)~~ on the instrument the person~~(s)~~, or the entity upon behalf of which the person~~(s)~~ acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature: JAN L. LOCKE

(seal)



ACKNOWLEDGMENT

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

State of California }
County of Alameda }

On September 6, 2022, before me, Jocelyn Kwong, City of Pleasanton City Clerk, personally appeared Gerry Beaudin, who 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 he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature

Jocelyn Kwong





2018182964

09/19/2018 03:11 PM

OFFICIAL RECORDS OF ALAMEDA COUNTY
STEVE MANNING
RECORDING FEE: 0.00

5 PGS

RECORDING REQUESTED BY:
CITY OF PLEASANTONWhen Recorded, Return to:
Office of the City Clerk
City of Pleasanton
P.O. Box 520
Pleasanton, CA 94566D
m 2R

2018182964

Recording requested Pursuant to
Government Code Sections
27383 & 6103 – No Fee

THIRD AMENDMENT TO DEVELOPMENT AGREEMENT

THIS THIRD AMENDMENT TO DEVELOPMENT AGREEMENT (the “Amendment”) is made and entered into as of August 21, 2018, by and between the CITY OF PLEASANTON, a municipal corporation of the State of California (“City”), and STONERIDGE PROPERTIES LLC, a Delaware limited liability company, doing business in California as STONERIDGE ASSOCIATES, LLC, successor in interest to SECURITY TRUST COMPANY, as TRUSTEE under TRUST NO. 1860-0 (“Developer”), pursuant to the authority of California Government Code Sections 65864-65869.5.

RECITALS:

A. The City and Developer are parties to a Development Agreement (the “Agreement”) dated as of November 5, 1992, as approved by the City Council under Ordinance No. 1578. The Agreement was recorded on April 2, 1993 as Instrument No. 93103418 in the Official Records of Alameda County. (Capitalized terms not otherwise defined in this Amendment shall have the meanings given to them in the Agreement; all references to the Agreement shall refer to the same as modified by this Amendment.)

B. The parties entered into the First Amendment to Development Agreement (the “First Amendment”), dated as of January 6, 1998, as approved by the City Council by its Ordinance No. 1732. The First Amendment to Development Agreement was recorded on February 5, 1998 as Instrument No. 98048535 in the Official Records of Alameda County.

C. The parties entered into the Second Amendment to Development Agreement (the “Second Amendment”), dated as of June 13, 2013, as approved by the City Council by its Ordinance No. 2073. The Second Amendment to Development Agreement was recorded on September 5, 2013 as Instrument No. 2013299219 in the Official Records of Alameda County.

D. The City and Developer desire to extend the term of the Agreement, First Amendment, and Second Amendment thereto. In order to strengthen the public planning process, encourage private participation in comprehensive planning, secure the orderly development of the Project and provide greater opportunities for traffic management and

cohesive, attractive site design and improvements and related economic benefits to the City, the City has determined that this Third Amendment is an appropriate supplement to the Agreement and First and Second Amendments thereto.

E. For the original Development Agreement, the City adopted a mitigated negative declaration. The remaining 362,790 square foot expansion of the Project as permitted by the Agreement, First Amendment, Second Amendment, and this Amendment, was covered by that original mitigated negative declaration, as well as considered as part of the EIR for the Pleasanton 2005-2025 General Plan certified in July 2009, and the SEIR for the Housing Element Update and Climate Action Plan General Plan Amendments certified in January 2012.

F. On November 8, 2017, after conducting a duly noticed public hearing, the City Planning Commission recommended that the City Council approve this Third Amendment, based on the following findings and determinations: that this Third Amendment is consistent with the objectives, policies, general land uses and programs specified in the City's General Plan; is compatible with the uses authorized in and the regulations prescribed for the land use district (C-R (Regional Commercial)) in which the Property is located; is in conformity with public convenience, general welfare and good land use practices; will not be detrimental to the health, safety and general welfare of the City or the region surrounding the City; will not adversely affect the orderly development of property or the preservation of property values within the City; and will promote and encourage the development of the Project by providing a greater degree of certainty with respect thereto.

Thereafter, on December 19, 2017, the City Council held a duly noticed public hearing on this Third Amendment and made the same findings and determinations as the Planning Commission. On that same date, the City Council made a decision to approve this Third Amendment by introducing Ordinance No. 2173. On August 21, 2018, the City Council adopted Ordinance No. 2173.

NOW, THEREFORE, pursuant to the authority contained in California Government Code Sections 65864-65869.5, and in consideration of the mutual covenants and promises of the parties herein contained, the parties agree as follows:

1. Section 2.2 is hereby amended and restated as follows:

2.2 Term. The term of this Agreement and Developer's rights and obligations hereunder shall terminate on December 31, 2022.

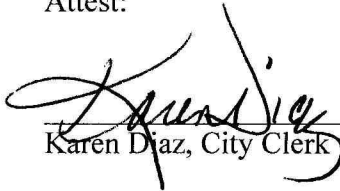
2. Except as expressly modified by this Third Amendment, the City and Developer hereby ratify and confirm the terms and conditions of the Agreement and First and Second Amendment, which are fully incorporated herein by reference and shall continue in full force and effect.

3. This Third Amendment may be executed in multiple counterparts, all of which taken together shall constitute one and the same instrument. This

Third Amendment shall be duly recorded in the Official Records of Alameda County.

IN WITNESS WHEREOF, the parties have executed this Third Amendment as of the day and year first above written.

Attest:


Karen Diaz, City Clerk

“City”

CITY OF PLEASANTON, a
Municipal corporation of the
State of California

By:


Nelson Fialho
City Manager

Approved as to Form:

By: 
Daniel Sodergren
City Attorney

“Developer”

STONERIDGE PROPERTIES LLC, a
Delaware limited liability company, doing
business in California as STONERIDGE
ASSOCIATES, LLC

By: SIMON-MILLS II, L.L.C., a Delaware
limited liability company, its Managing
Member

By:


John Rulli

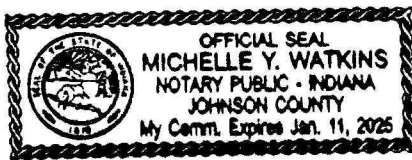
Title:

President of MANS - Chief Administrative Officer
{attach notary acknowledgment}

STATE OF INDIANA)
) SS:
COUNTY OF MARION)

Before me, a Notary Public in and for said County and State, personally appeared John Rulli, by me known, who, being first duly sworn, has executed the foregoing Third Amendment to Development Agreement as his voluntary act and deed.

WITNESS my hand and Notarial Seal this 31st day of August, 2018.



Michelle Y. Watkins
Notary Public
Michelle Y. Watkins
Johnson County / Expires 1/11/2025

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**Civil Code § 1189**

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

State of California)

County of Alameda)

On September 14, 2018 before me, Karen D. Gonzales, Notary Public, personally appeared Nelson Fialho, who 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 he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

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

*Place Notary Seal Above*

WITNESS my hand and official seal.

Signature *Karen D Gonzales*
Signature of Notary Public

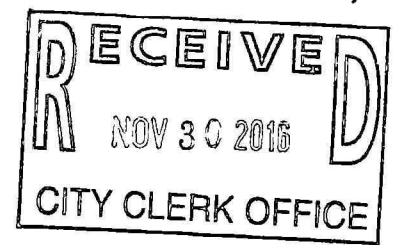
11/30/16

City Clerk's office -

Please file this original document w/

Recorded Documents to

Stoneridge Properties LLC Development Agreement
August 15, 2016



VIA FEDERAL EXPRESS

City of Pleasanton
P O Box 520
Pleasanton, CA 94566

dated 11/5/92
\$ 1st Amend. 1/6/92
\$ 2nd Amend. 6/18/13

in Laxertische
under
Recorded Documents
S

Re: That certain Deed of Trust, Security Agreement and Fixture Filing dated as of August 15, 2016 (as the same may be amended, restated, replaced, supplemented or otherwise modified from time to time, the "Security Instrument") from Stoneridge Properties LLC, a Delaware limited liability company ("Borrower") to Kelley H. Butler, Esq., as trustee, for the benefit of The Prudential Insurance Company of America and New York Life Insurance Company, and their respective successors and assigns (collectively, "Lender"), recorded August 17, 2016 as Instrument No. 2016207094, Official Records (defined below), which Security Instrument secures, among other things, the obligations of Borrower under those certain Promissory Notes dated as of August 15, 2016, made by Borrower to the order of Lender in the aggregate original principal amount of \$330,000,000.00 (as the same may be amended, restated, replaced, supplemented or otherwise modified from time to time, the "Notes") and that certain Loan Agreement dated as of August 15, 2016, by and between Borrower and Lender (as the same may be amended, restated, replaced, supplemented or otherwise modified from time to time, the "Loan Agreement")

Security
Trust -
Development
Agreement
(49
pages)
Tracker,
Luns-
x5003

Ladies and Gentlemen

Reference is made to that certain Development Agreement dated as of November 5, 1992, and recorded in the Office of the Recorder of Alameda County, California (the "Official Records") on April 2, 1993, as Recording No 93-103418, as affected First Amendment to Development Agreement dated January 6, 1998 and recorded in the Official Records on February 5, 1998 as Instrument No 98048535, and as further affected by that certain Second Amendment to Development Agreement dated as of June 18, 2013 and recorded in the Official Records on September 5, 2013, as Instrument No 2013299219 (the foregoing instruments, as the same may be amended, restated, replaced, supplemented or otherwise modified from time to time, the "Development Agreement") Capitalized terms used herein without definition shall have the respective meanings given thereto in the Development Agreement

As of the date hereof Borrower is the owner of the property located at One Stoneridge Mall Road, 1008 Stoneridge Mall Road and 2521 Stoneridge Mall Road, Pleasanton, Alameda County, California (the "Property") Lender is the current holder of a first priority loan or loans made to Borrower, evidenced by the Notes and the Loan Agreement and secured by, among other things, the Security Instrument on the Property and is thus a "holder of a beneficial interest under a Mortgage" and a "Mortgagee" as such terms are used in the Development Agreement Accordingly, this notice is being delivered to the City of Pleasanton (the "City") by Lender pursuant to the terms of Section 14.3 of the Development Agreement to advise the City that Lender is entitled to the rights granted to a "holder of a beneficial interest under a Mortgage" and a "Mortgagee" under the Development Agreement Without limiting the foregoing, Lender hereby specifically requests, pursuant to the terms of said Section 14.3,

that Lender receive written notification from the City, concurrently with service thereon upon Borrower as "Developer" under the Development Agreement, of any notice of default or other determination of noncompliance under the Development Agreement

Please be advised that Lender's notice address for all communications under or in connection with the Development Agreement is

If to Lender

THE PRUDENTIAL INSURANCE COMPANY
OF AMERICA

c/o Prudential Asset Resources, Inc

2100 Ross Avenue, Suite 2500

Dallas, Texas 75201

Attention Asset Management Department

Reference Loan No 706110163

and

NEW YORK LIFE INSURANCE COMPANY

c/o New York Life Real Estate Investors

51 Madison Avenue

New York, New York 10010-1603

Attention New York Life Real Investors

Senior Director – Loan Administration

Division

Loan No 374-0753

With a copy of notices sent to Lender to

THE PRUDENTIAL INSURANCE COMPANY
OF AMERICA

c/o Prudential Asset Resources, Inc

2100 Ross Avenue, Suite 2500

Dallas, Texas 75201

Attention Legal Department

Reference Loan No 706110163

and

NEW YORK LIFE INSURANCE COMPANY

51 Madison Avenue

New York, New York 10010-1603

Attention Office of the General Counsel

Vice President– Real Estate

Section

Loan No 374-0753

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

[SIGNATURES ON FOLLOWING PAGE]

[SIGNATURE PAGE TO NOTICE OF MORTGAGEE STATUS
UNDER DEVELOPMENT AGREEMENT]

Sincerely,

**THE PRUDENTIAL INSURANCE COMPANY OF
AMERICA**, a New Jersey corporation

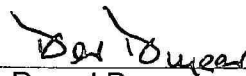
By 
Name Christine Haskins
Title Vice President

[CORPORATE SEAL]

[SIGNATURE PAGE TO NOTICE OF MORTGAGEE STATUS
UNDER DEVELOPMENT AGREEMENT]

NEW YORK LIFE

NEW YORK LIFE INSURANCE COMPANY, a
New York mutual insurance company

By 
Name Daniel Duggan
Title Assistant Secretary 

[CORPORATE SEAL]



2013299219

09/05/2013 10:24 AM

OFFICIAL RECORDS OF ALAMEDA COUNTY
PATRICK O'CONNELL
RECORDING FEE: 0.00RECORDING REQUESTED BY:
CITY OF PLEASANTON

4 PGS

When Recorded, Return to:
Office of the City Clerk
City of Pleasanton
P.O. Box 520
Pleasanton, CA 94566DA
4
HRecording requested Pursuant to
Government Code Sections
27383 & 6103 - No Fee**SECOND AMENDMENT TO DEVELOPMENT AGREEMENT**

THIS SECOND AMENDMENT TO DEVELOPMENT AGREEMENT (the "Amendment") is made and entered into as of June 18, 2013, by and between the CITY OF PLEASANTON, a municipal corporation of the State of California ("City"), and STONERIDGE PROPERTIES LLC, a Delaware limited liability company, doing business in California as STONERIDGE ASSOCIATES, LLC, successor in interest to SECURITY TRUST COMPANY, as TRUSTEE under TRUST NO. 1860-0 ("Developer"), pursuant to the authority of California Government Code Sections 65864-65869.5.

RECITALS:

A. The City and Developer are parties to a Development Agreement (the "Agreement") dated as of November 5, 1992, as approved by the City Council under Ordinance No. 1578. The Agreement was recorded on April 2, 1993 as Instrument No. 93103418 in the Official Records of Alameda County. (Capitalized terms not otherwise defined in this Amendment shall have the meanings given to them in the Agreement; all references to the Agreement shall refer to the same as modified by this Amendment.)

B. The parties entered into the First Amendment to Development Agreement (the "First Amendment"), dated as of January 6, 1998, as approved by the City Council by its Ordinance No. 1732. The First Amendment to Development Agreement was recorded on February 5, 1998 as Instrument No. 98048535 in the Official Records of Alameda County.

C. The City and Developer desire to extend the term of the Agreement and First Amendment thereto. In order to strengthen the public planning process, encourage private participation in comprehensive planning, secure the orderly development of the Project and provide greater opportunities for traffic management and cohesive, attractive site design and improvements and related economic benefits to the City, the City has determined that this Second Amendment is an appropriate supplement to the Agreement and First Amendment thereto.

D. For the original Development Agreement, the City adopted a mitigated negative declaration. The remaining 362,790 square foot expansion of the Project as permitted by the Agreement, First Amendment, and this Amendment, was covered by that original mitigated negative declaration, as well as considered as part of the EIR for the Pleasanton 2005-2025 General Plan certified in July 2009, and the SEIR for the Housing Element Update and Climate Action Plan General Plan Amendments certified in January 2012.

E. On May 8, 2013, after conducting a duly noticed public hearing, the City Planning Commission recommended that the City Council approve this Second Amendment, based on the following findings and determinations: that this Second Amendment is consistent with the objectives, policies, general land uses and programs specified in the City's General Plan; is compatible with the uses authorized in and the regulations prescribed for the land use district (C-R (Regional Commercial)) in which the Property is located; is in conformity with public convenience, general welfare and good land use practices; will not be detrimental to the health, safety and general welfare of the City or the region surrounding the City; will not adversely affect the orderly development of property or the preservation of property values within the City; and will promote and encourage the development of the Project by providing a greater degree of certainty with respect thereto.

Thereafter, on June 4, 2013, the City Council held a duly noticed public hearing on this Second Amendment and made the same findings and determinations as the Planning Commission. On that same date, the City Council made a decision to approve this Second Amendment by introducing Ordinance No. 2073. On June 18, 2013, the City Council adopted Ordinance No. 2073.

NOW, THEREFORE, pursuant to the authority contained in California Government Code Sections 65864-65869.5, and in consideration of the mutual covenants and promises of the parties herein contained, the parties agree as follows:

1. Section 2.2 is hereby amended and restated as follows:

2.2 Term. The term of this Agreement and Developer's rights and obligations hereunder shall terminate on December 31, 2017.

2. Except as expressly modified by this Second Amendment, the City and Developer hereby ratify and confirm the terms and conditions of the Agreement and First Amendment, which are fully incorporated herein by reference and shall continue in full force and effect.

3. This Second Amendment may be executed in multiple counterparts, all of which taken together shall constitute one and the same instrument. This Second Amendment shall be duly recorded in the Official Records of Alameda County.

IN WITNESS WHEREOF, the parties have executed this Second Amendment as of the day and year first above written.

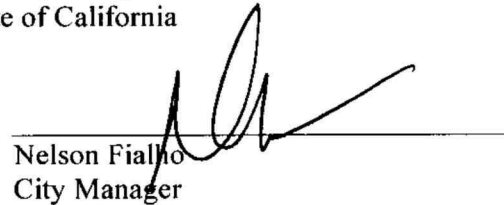
Attest:


Karen Diaz, City Clerk

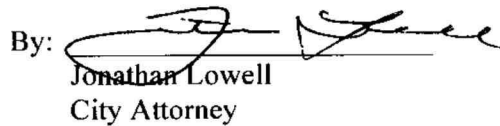
"City"

CITY OF PLEASANTON, a
Municipal corporation of the
State of California

By:


Nelson Fialho
City Manager

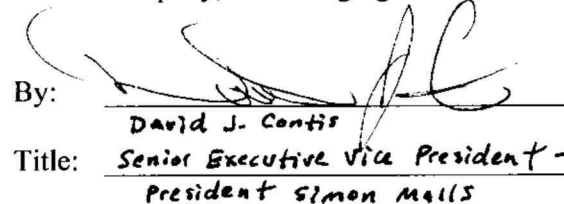
Approved as to Form:

By: 
Jonathan Lowell
City Attorney

"Developer"

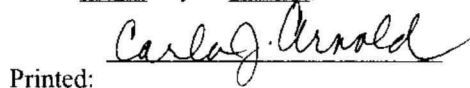
STONERIDGE PROPERTIES LLC, a
Delaware limited liability company, doing
business in California as STONERIDGE
ASSOCIATES, LLC

By: MILLS SUPER-REGIONAL MALLS
GP, L.L.C., a Delaware limited liability
company, its Managing Member

By: 
David J. Contis
Title: Senior Executive Vice President -
President Simon Mills

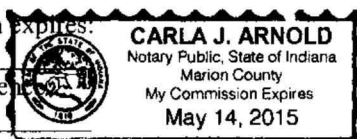
STATE OF INDIANA
COUNTY OF MARION

Before me, the undersigned, a Notary
Public in and for Marion County, State of Indiana,
personally appeared David J. Contis
and acknowledged the execution of the foregoing
instrument this 22nd day of July, 2013.

Printed: 

My commission expires:

County of residence



CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

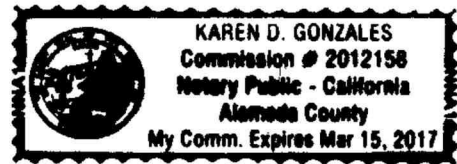
STATE OF CALIFORNIA
COUNTY OF ALAMEDA

On August 14, 2013, before me, KAREN D. GONZALES, Notary Public, personally appeared NELSON FIALHO who 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 he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature Karen D. Gonzales [Seal]



ILLEGIBLE NOTARY SEAL DECLARATION

(Government Code 27361.7)

I declare under penalty of perjury that the notary seal above on this document reads as follows:

NAME OF NOTARY PUBLIC: KAREN D. GONZALES

COMMISSION NUMBER: 2012158

NOTARY PUBLIC STATE: CALIFORNIA

NOTARY PUBLIC COUNTY: ALAMEDA

MY COMMISSION EXPIRES: MARCH 15, 2017

SIGNATURE OF DECLARANT:

PRINT NAME OF DECLARANT: Karen D. Gonzales

CITY & STATE OF EXECUTION: Pleasanton, California

DATE SIGNED: August 14, 2013



No Fee

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This document is recorded for the benefit of the City of Pleasanton and is entitled to be recorded free of charge in accordance with Sections 6103 and 27383 of the Government Code. When recorded, mail to:

City of Pleasanton
123 Main Street
Pleasanton, CA 94566-0802
Attn: City Attorney

28
ny

ATTACHMENT 2

FIRST AMENDMENT TO DEVELOPMENT AGREEMENT

THIS FIRST AMENDMENT TO DEVELOPMENT AGREEMENT (the "Amendment") is made and entered into as of January 6, 1998, by and between the CITY OF PLEASANTON, a municipal corporation of the State of California ("City"), and SECURITY TRUST COMPANY, as TRUSTEE under TRUST NO. 1860-0 ("Developer"), pursuant to the authority of California Government Code Sections 65864-65869.5.

RECITALS:

A. The City and Developer are parties to a Development Agreement (the "Agreement") dated as of November 5, 1992, as approved by the City Council under Ordinance No. 1578. The Agreement was recorded on April 2, 1993 under Instrument No. 93103418 in the Official Records of Alameda County. (Capitalized terms not otherwise defined in this Amendment shall have the meanings given to them in the Agreement; all references to the Agreement shall refer to the same as modified by this Amendment.)

B. The City and Developer desire to amend the Agreement with regard to the funding and reimbursement mechanism applicable to required Traffic Mitigation Improvements. In addition, the parties have agreed to extend the term of the Agreement and to modify the scope of the Project (i.e., future expansion of Stoneridge Regional Shopping Center) as defined therein. In order to strengthen the public planning process, encourage private participation in comprehensive planning, secure the orderly development of the Project and provide greater opportunities for traffic management and cohesive, attractive site design and improvements and related economic benefits to the

City, the City has determined that this Amendment is an appropriate supplement to the Agreement.

C. The City has examined the environmental effects of the Project as modified and, based on the Initial Environmental Study and the Traffic Mitigation Improvements, has determined that the Project will have no significant adverse effect on the environment, on the basis of which a negative declaration was adopted by the City Council.

D. On July 23, 1997, after conducting a duly noticed public hearing, the City Planning Commission recommended that the City Council approve this Amendment, based on the following findings and determinations: that this Amendment is consistent with the objectives, policies, general land uses and programs specified in the City's General Plan; is compatible with the uses authorized in and the regulations prescribed for the land use district (C-R (Regional Commercial)) in which the Property is located; is in conformity with public convenience, general welfare and good land use practices; will not be detrimental to the health, safety and general welfare of the City or the region surrounding the City; will not adversely affect the orderly development of property or the preservation of property values within the City; and will promote and encourage the development of the Project by providing a greater degree of certainty with respect thereto.

E. Thereafter, on December 9, 1997, the City Council held a duly noticed public hearing on this Amendment and made the same findings and determinations as the Planning Commission. On that same date, the City Council made a decision to approve this Amendment by introducing Ordinance No. 1732. On January 6, 1998, the City Council adopted Ordinance No. 1732.

NOW, THEREFORE, pursuant to the authority contained in California Government Code Sections 65864-65869.5, and in consideration of the mutual covenants and promises of the parties herein contained, the parties agree as follows:

1. Revised Description of Project and Property.

(a) The description of the Project is hereby amended and restated in the form of revised Exhibit C attached hereto. As so revised, the Project shall constitute additional future Floor Area in the Shopping Center of up to 380,000 square feet and related improvements.

(b) The Property is presently defined in the Agreement to be that portion of the Shopping Center, consisting of approximately 35 acres, owned by Developer. As redefined, the Project now extends to development within the entire Shopping Center, consisting of approximately of 75 acres. At such time as, pursuant to the Agreement, further development occurs within the Shopping Center on portion(s) thereof not owned by Developer, the parties hereto shall supplement this Amendment (by way of

modification to Exhibits A and B to the Agreement) to include within the definition of the "Property" that portion of the Shopping Center being so developed. Such modification shall be by way of implementation of the terms and conditions of this Amendment and may be completed by City staff without further public hearings.

2. Section 2.2 is hereby amended and restated as follows:

2.2 Term. The term of this Agreement and Developer's rights and obligations hereunder shall terminate on December 31, 2012.

3. Traffic Mitigation Improvements. Sections 3.2(a) and 3.2(b) of the Agreement are hereby amended and restated to read as follows (with Sections 3.2(c) through (e) being redesignated as Sections 3.2(i) through (k), respectively):

3.2 Conditions.

(a) Traffic Mitigation Improvements; Estimated Costs. In consideration of the City's entering into this Agreement, Developer agrees to contribute to the cost of those public improvements (the "Traffic Mitigation Improvements") set out in Exhibit D attached hereto. The City has identified these Traffic Mitigation Improvements as necessary to maintain adequate levels of service for traffic circulation in and around the Stoneridge Shopping Center area of North Pleasanton as development occurs on certain properties which currently are undeveloped or on other properties which are developed but may be redeveloped or the uses thereon expanded or intensified. The City shall complete the Traffic Mitigation Improvements from time to time as and when the same shall be required, as a consequence of additional development in the Stoneridge Shopping Center area, in order to avoid a deterioration of the level of traffic services (LOS) at any intersection identified on Exhibit D below LOS "D". As shown on Exhibit D, the estimated costs of constructing the Traffic Mitigation Improvements ("Estimated Traffic Mitigation Improvements Costs"), based on present construction costs, is \$1,080,000. Certain funding sources ("Existing Funding Sources") exist, a list of which is set forth in Exhibit E attached. All funds from time to time held by the City from the Existing Funding Sources (or hereafter from a Contributing Project, as defined below) are to be applied to the Traffic Mitigation Improvements Costs next incurred by the City. The City, and not Developer, shall be responsible for collecting from the Existing Funding Sources (and hereafter from Contributing Projects, as aforesaid) all funds referred to in this Section 3.2. After deducting the Existing Funding Sources from the Estimated Traffic Mitigation Improvements Costs, the remaining Traffic Mitigation

Improvements Costs ("Net Estimated Traffic Mitigation Improvements Costs") is \$954,750, as shown on Exhibit F.

(b) Developer's Share of Net Estimated Traffic Mitigation Improvement Costs. A list of the currently identified projects that will contribute ("Contributing Projects") to the Traffic Mitigation Improvements Costs is shown on Exhibit F. (Said list has been compiled by the City based upon development projects as to which development agreements, applications or other submittals to the City or similar evidence of expected development existed as of October 1, 1997; said list of Contributing Projects shall be revised from time to time by the City as development expectations change.) Based upon the foregoing and subject to adjustment as hereinbelow provided, Developer's share of the Net Estimated Traffic Mitigation Improvements Costs (calculated as a percentage) shall be fifty and one-half percent (50.5%) ("Developer's Percentage Share"). Developer's share of the Net Estimated Traffic Mitigation Improvements Costs (in terms of present dollars) is, accordingly, \$482,149 ("Developer's Estimated Required Payment"). Developer's Percentage Share and Developer's Estimated Required Payment shall be adjusted as specifically provided in this Section 3.2.

(c) Developer's Payments.

(i) Payment of Net Estimated Traffic Mitigation Improvements Costs. Subject to Developer's responsibility for increased costs (pursuant to subparagraph (g) below) and the City's responsibility for reimbursement to Developer (pursuant to subparagraph (e) below), Developer (or its successor, including a major department store within the Shopping Center ["successor"]) shall pay to the City either the Net Estimated Traffic Mitigation Improvements Costs or, if the actual costs of particular Traffic Mitigation Improvements have been determined by bid, the Net Actual Traffic Mitigation Improvements Costs, for the Traffic Mitigation improvements, when (1) Developer (or its successor) obtains a building permit for any portion of the Project as identified on Exhibit F, and (2) the City Engineer reasonably determines that the LOS at any intersection identified on Exhibit D will be below LOS "D" following completion of the improvements covered by such building permit. If the circumstance referred to in clause (2) will not exist following the completion of such improvements (i.e., no Traffic Mitigation Improvements must be completed at the time of such development), then Developer (or its successor) shall pay to the City Developer's Estimated Required Payment (or allocable portion thereof, as referred to below) at such time as either (A) the City is obligated to pay Reimbursement Fees to a Contributing Project as provided in subparagraph (e) below, or (B) the City

thereafter incurs costs in connection with the completion of any Traffic Mitigation Improvements; such payment may be made in installments, as necessary, in order to satisfy the foregoing, and any such accrued payment obligation shall continue as an obligation of Developer (or its successor) to the extent the same remains unpaid at the termination of this Agreement. (Notwithstanding the foregoing, Developer (or its successors) may elect not to defer payment of Developer's Estimated Required Payment as referred in the preceding sentence, but rather may pay same to the City upon issuance of the aforesaid building permit.) The foregoing reference to "allocable portion" shall be understood to refer to that circumstance where Developer (or its successor) completes only a portion of the Project as referred to on Exhibit F; by way of example, if Developer (or its successor) were to construct an additional 100,000 sq. ft. of Floor Area within the Shopping Center, then Developer's allocable portion of its Estimated Required Payment would be 17.9% (100,000 sq. ft. divided by the total Project size of 558,000 sq. ft. as shown on Exhibit F) of the total Estimated Required Payment for Developer (*i.e.*, $0.179 \times \$482,149 =$ approximately \$86,305).

(ii) Increase in Net Estimated Traffic Mitigation Improvements Costs. Any portion of the Net Estimated Traffic Mitigation Improvements Costs not paid to the City by Developer by January 1, 1999 shall increase by an interest factor equal to the Prime Rate from such date to the date of payment. The term "Prime Rate" shall mean the rate of interest which Wells Fargo Bank, N.A. ("WFB") announces publicly at its main office in San Francisco, California, as its "prime rate" for unsecured commercial loans. If WFB no longer announces a prime rate, the term "Prime Rate" shall mean the "reference rate", "base rate" or other comparable rate which WFB announces in lieu of the prime rate. Changes in the Prime Rate shall be effective as of the date announced by WFB.

(d) Liability of Contributing Projects. In addition to Developer's property, other properties will benefit from the Traffic Mitigation Improvements. The boundaries of such benefitted properties are depicted on Exhibit G attached hereto. As of October 1, 1997, the City has identified five "Contributing Projects" which will benefit from completion of the Traffic Mitigation Improvements, as shown on Exhibit F. The City has assigned each Contributing Project (including Developer's) a percentage share of the responsibility for participating in the costs to complete the Traffic Mitigation Improvements. That percentage share of the Traffic Mitigation Improvements Costs of each of the currently identified Contributing Projects and their required payments are also shown on Exhibit F. Each

Contributing Project's share is based upon its estimated peak hour trips as a percentage of the total peak hour trips contributed by all such Contributing Projects. Over time, the number of Contributing Projects is expected to change as properties develop, redevelop or as existing uses expand, intensify or consolidate. As that occurs, the City shall revise the list of Contributing Projects and the relative percentages among the Projects so that each Project that has not already paid its entire share shall then be responsible to pay its share of the Traffic Mitigation Improvements Costs based on its estimated peak hour trips as a percentage of the total peak hour trips contributed by all identified Contributing Projects. Each Contributing Project's contribution shall be based on its percentage share of the Traffic Mitigation Improvements Costs. (To the extent any Contributing Project has paid its entire share of the Traffic Mitigation Improvements Costs when it obtained a building permit or permits, such Project shall not be responsible for any additional contribution should the Project's percentage thereafter increase; similarly, should such Project's percentage decrease, such Contributing Project shall not be entitled to a refund.) Any portion of the Net Estimated/Actual Traffic Mitigation Improvements Costs not paid by the owners of the Contributing Projects by January 1, 1999 shall increase by an interest factor equal to the Prime Rate. The interest factor shall be applied from such date to the date of payment. The owner of each Contributing Project shall also be responsible for its percentage share (as stated in Exhibit F, as the same may be revised) of the Excess Traffic Mitigation Improvements Costs (as defined below). To the extent that any BART facilities are developed within the area shown on Exhibit G, the City shall likewise diligently pursue all available means to require that BART bear its fair share of Net Estimated/Actual Traffic Mitigation Improvements Costs on the same basis as any other Contributing Project.

(e) Reimbursement From Contributing Projects. If Developer has paid to the City any portion of the Net Estimated/Actual Traffic Mitigation Improvements Costs (or Excess Traffic Mitigation Improvements Costs) attributable to another Contributing Project (i.e., Developer has paid an amount in excess of Developer's Estimated Required Payment, or allocable share thereof, as earlier discussed, in the event that a portion only of Developer's Project has been developed), then Developer shall be entitled to reimbursement of the full amount of such excess, plus an interest accrual thereon at the Prime Rate from the date paid until reimbursed hereunder (the "Reimbursement Fee"). The City shall require payment by each Contributing Project, as a condition of the next approval requested by the Contributing Project, of such Project's percentage share of the Net Estimated/Actual Traffic Mitigation Improvements Costs on the same basis that Developer is obligated to make payments for same in accordance with subparagraph (c) above.

The City shall collect such amounts in conjunction with each building permit requested by a Contributing Project. The City shall use its best efforts to prevent Contributing Projects from receiving any City approvals without the condition that they make such payments and shall not issue permits, licenses or consents for development of the Contributing Projects without such payments being made (or committed to, as applicable). If, for any reason, the City grants an approval to a Contributing Project but voluntarily elects not to collect or impose such payment in respect of the Net Actual/Estimated Traffic Mitigation Improvements Costs, then the City shall, for all purposes, be deemed to have collected the required payment from the Contributing Project and shall, accordingly, be obligated to advance from the City's general funds the full amount thereof for the purpose of paying such Traffic Mitigation Improvements Costs and/or making a payment of Reimbursement Fees to Developer hereunder, as applicable. To the extent that Reimbursement Fees are owed to Developer (or any other Contributing Project which may have advanced more than its applicable percentage share of Traffic Mitigation Improvements Costs), then the City shall be obligated to pay such Reimbursement Fees owed, subject to the following: (i) payments collected from each Contributing Project shall first be applied in payment of Actual Traffic Mitigation Improvements Costs then payable in order to maintain LOS "D" at the required intersections as stated above; and (ii) any remaining funds collected shall be applied in payment of Reimbursement Fees, with such payments to be allocated among Developer and other Contributing Projects owed Reimbursement Fees in proportion to the amount of such Reimbursement Fees owed to each such person. Notwithstanding any termination of this Agreement, the City shall continue to pay to Developer Reimbursement Fees which may be owed to Developer from payments later collected by the City from other Contributing Projects, until Developer's Reimbursement Fees have been fully repaid.

(f) This subparagraph sets forth several examples of the manner in which Reimbursement Fees would accrue and, ultimately, be paid hereunder. The addition of the Sears department store shall trigger the need to widen Canyon Way in the form of the Traffic Mitigation Improvement listed as Item A-1 on Exhibit D. Assuming that the Actual Traffic Mitigation Improvement Costs therefor are \$500,000, then Developer (and/or Sears, as its successor) would be required to pay to the City \$374,750 (i.e., the Actual Traffic Mitigation Improvement Costs less the Existing Funding Sources totalling \$125,250). Said payment would generate a Reimbursement Fee to Developer in the amount of \$220,450 calculated as follows:

(i) 178,000 sq. ft. (Sears store) divided by 558,000 sq. ft. (total Project) yields an allocable share of the total Project of approximately 32%;

(ii) 32% of Developer's Estimated Required Payment is approximately \$154,300 ($0.32 \times \$482,149$); and

(iii) the difference between \$374,750 and \$154,300 is \$220,450, which constitutes the amount paid in excess of such allocable share.

Assume that (1) the next Contributing Project is required to fund an additional Traffic Mitigation Improvement, the actual cost of which is \$325,000, and (2) such Contributing Project's total Estimated Required Payment is \$250,000. A Reimbursement Fee would then be payable to such Contributing Project in the amount of \$75,000 (namely, the difference between \$325,000 and \$250,000). Assume further that an additional Contributing Project is constructed at a time when no additional Traffic Mitigation Improvement must be constructed, and that such Contributing Project pays to the City, at issuance of the building permit therefor, its Estimated Required Payment of \$100,000 (including the accrual factor, to the extent applicable, referred to in subparagraph (c)(ii) above). Said \$100,000 would be paid by the City, by way of partial pro rata repayment of Reimbursement Fees, to Developer (\$74,600) and to the second Contributing Project in the example (\$25,400), which payments reflect a proportional allocation between Developer (owed a Reimbursement Fee of \$220,450) and the second Contributing Project (owed a Reimbursement Fee of \$75,000).

As provided in subparagraph (e) above, an accrual factor (at the Prime Rate) shall be added to unpaid Reimbursement Fees. By way of illustration utilizing the foregoing example, assume that the \$100,000 is paid by the City to Developer and the second Contributing Project two years and one year, respectively, after each had advanced funds to pay for the particular Traffic Mitigation Improvement required at the time their respective building permits were issued; assume further that the Prime Rate was 8% per annum during the two-year period referred to, and that such two-year period commenced after January 1, 1999. The total Reimbursement Fee due Developer would be the sum of \$220,450 plus approximately \$35,270 (namely, two years' accrual at 8% on \$220,450), or a total of \$255,720. Similarly, the total Reimbursement Fee due the second Contributing Project would be \$75,000 plus \$6,000 (one year's accrual at 8% on \$75,000), or a total of \$81,000. Using the foregoing figures, the \$100,000 would be allocated \$75,900 to Developer and \$24,100 to the second Contributing Project, in proportion to the total Reimbursement Fees (including the accrual) owed to each at the date of reimbursement by the City.

(g) Developer's Responsibility For Increased Costs.
The current Estimated Traffic Mitigation Improvements Costs

may be inaccurate for many reasons, or the Traffic Mitigation Improvements Costs may increase after the date of this Agreement at a rate other than the Prime Rate. Developer shall be responsible for Developer's Percentage Share of the costs of the Traffic Mitigation Improvements identified in Exhibit D in excess of \$954,750 ("Excess Traffic Mitigation Improvements Costs"), subject to the following limitations:

(i) Developer's Maximum Liability. Developer's maximum liability for Excess Traffic Mitigation Improvements Costs shall be ten percent (10%) of Developer's Estimated Required Payment (i.e., 10% of \$482,149 or \$48,215);

(ii) City's Obligation. Any Excess Traffic Mitigation Improvements Costs beyond Developer's maximum liability therefor as aforesaid shall be paid by the City; and

(iii) Reimbursement from Contributing Projects. The owner of each Contributing Project shall be required to pay to the City such Contributing Project's percentage share of the Excess Traffic Mitigation Improvements Costs paid by Developer, the City or any other Contributing Project which has advanced Excess Traffic Mitigation Improvements Costs, together with interest at the Prime Rate from the date of payment by such person or entity to the date of reimbursement by the owner of the Contributing Project. Such payment shall be required concurrent with the payment by such Contributing Project of its percentage share of Traffic Mitigation Improvements Costs generally. Upon receipt of such payment toward the Excess Traffic Mitigation Improvements Costs, the City shall apply same to repayment of such Excess Traffic Mitigation Improvements Costs advanced by Developer, the City and/or any other Contributing Project in proportion to the amount thereof advanced by each such person.

(h) Future Impact Fee. In the event the City should hereafter adopt a traffic impact or similar capital improvements fee or fees, the purpose and use of which would include any of the Traffic Mitigation Improvements, the payment obligations of Developer (and its successors) under this Section 3.2 shall be credited against such fees.

4. Additional Traffic Improvements. Section 3.2(i) of the Agreement is revised by adding the following at the end thereof:

"Additional Traffic Improvements as used herein shall specifically mean mitigation measures identified by the City to offset anticipated traffic impacts should it decide not to construct the West Las Positas interchange at I-680. Furthermore, Developer agrees

that the following special conditions shall apply to the additional 202,000 square foot of Floor Area approved as part of the Project pursuant to the First Amendment to Development Agreement (but such conditions shall not apply to the previously approved 178,000 square feet remaining unused at the date of such First Amendment):

(A) no use of such additional Floor Area will be made until the earlier of (x) completion of the West Las Positas study and, as a consequence thereof, any modification of the Circulation Element of the City's General Plan (including revisions to the street network and/or acceptable levels-of-service therein), or (y) December 31, 1999; and

(B) within sixty (60) days following occurrence of the condition referred to in the foregoing subparagraph (A), the City shall, by a majority vote of its City Council, either (x) revoke Developer's rights to the additional 202,000 square feet of Floor Area if development of such additional Floor Area is determined to be inconsistent with said Circulation Element (as the same may be amended as a result of the West Las Positas study), or (y) confirm Developer's rights to the additional 202,000 square feet of Floor Area if development of such additional Floor Area is determined to be consistent with said Circulation element (as the same may be amended as a result of the West Las Positas study). Such action by the City Council shall be undertaken at a regularly noticed public hearing, and the Council action to revoke or to confirm shall be deemed a legislative action.

Any such revocation shall not affect Developer's other rights and obligations under the Development Agreement as amended, nor limit or prejudice Developer's right at any time to request City approval (whether pursuant to the Development Agreement or otherwise) of additional expansion within the Stoneridge Shopping Center."

5. Miscellaneous.

(a) Developer acknowledges that the City is not guaranteeing that existing LOS standards be maintained in perpetuity and that no guarantee is made that the City will be responsible for keeping intersections at LOS "D" or better.

(b) Developer shall continue to implement a proactive Transportation Systems Management program or other measures which will positively mitigate the Project's otherwise anticipated traffic impacts.

(c) Except as expressly modified by this Amendment, the City and Developer hereby ratify and confirm all of the terms

and conditions of the Agreement, which is fully incorporated herein by reference and shall continue in full force and effect.

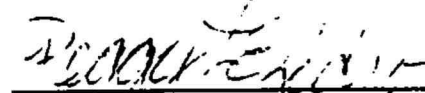
(d) This Amendment may be executed in multiple counterparts, all of which taken together shall constitute one and the same instrument. This Amendment shall be duly recorded in the Official Records of Alameda County.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first written above.

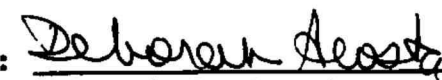
"City"

CITY OF PLEASANTON, a
municipal corporation of
the State of California

Attest:

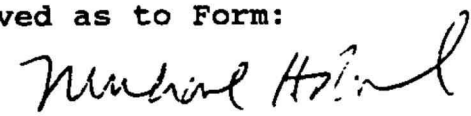


City Clerk - Peggy L. Ezidro

By: 

Deborah A. Acosta,
City Manager

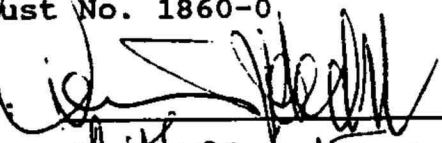
Approved as to Form:

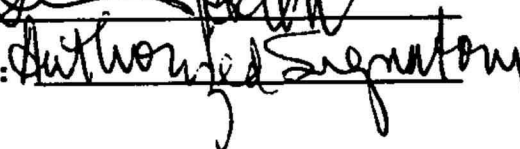
By: 

Michael H. Roush
City Attorney

"Developer"

SECURITY TRUST COMPANY,
as Trustee under
Trust No. 1860-0

By: 

Title: 
Authorized Signatory

STATE OF MICHIGAN)
) ss.
COUNTY OF OAKLAND)

On this 29th day of January 1998, before me, a Notary Public in and
for said County, personally appeared Dennis J. Hechler, to me
known to be the person who executed the foregoing instrument, and acknowledged before
me that he was duly authorized and did execute the same.

Elaine V. Henderson
Notary Public

My commission expires: 8/30/98

ELAINE V. HENDERSON
Notary Public, Oakland County, MI
My Commission Expires Aug. 30, 1998

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENTState of CALIFORNIACounty of ALAMEDAOn JAN 22 1998 before me, PEGGY L. EZIDRO, NOTARY PUBLIC

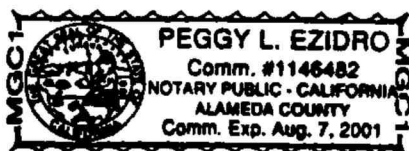
Date

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

personally appeared DEBORAH ADISTA

Name(s) of Signer(s)

☒ personally known to me — ~~OR~~ — proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



WITNESS my hand and official seal.

Peggy L. Ezidro
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: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

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

RIGHT THUMBPRINT
OF SIGNER
Top of thumb here

Signer Is Representing: _____

Signer's Name: _____

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

RIGHT THUMBPRINT
OF SIGNER
Top of thumb here

Signer Is Representing: _____

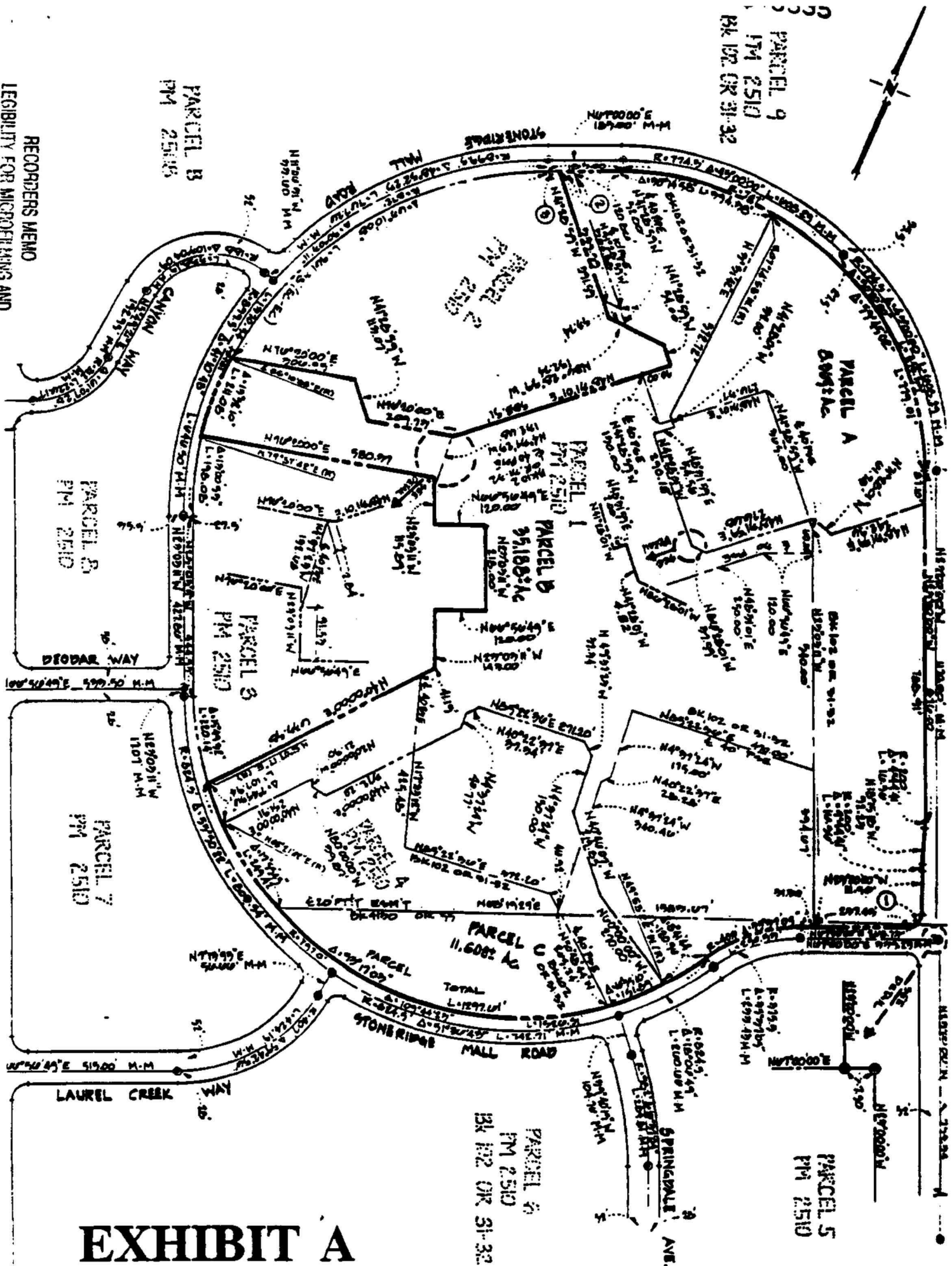


EXHIBIT A

This document is recorded for the benefit of the City of Pleasanton and is entitled to be recorded free of charge in accordance with Sections 6103 and 27383 of the Government Code. When recorded, mail to:

City of Pleasanton
123 Main Street
Pleasanton, CA 94566-0802
Attn: City Attorney

NORTHWESTERN TITLE CO.
RECORDED IN OFFICIAL RECORDS
OF ALAMEDA COUNTY, CALIF.
At 8:30 A.M.

APR - 2 1993

93103418

PATRICK O'CONNELL
COUNTY RECORDER

013

D.H.

DEVELOPMENT AGREEMENT

CITY: City of Pleasanton

DEVELOPER: Security Trust Company, as Trustee
under Trust No. 1860-0

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EXHIBITS

- A - Map of Property
- B - Description of Property
- C - Description of Project
- D - Traffic Mitigation Improvements

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT (the "Agreement") is made and entered into as of November 5, 1992, by and between the CITY OF PLEASANTON, a municipal corporation of the State of California ("City"), and SECURITY TRUST COMPANY, as TRUSTEE under TRUST NO. 1860-0 ("Developer"), pursuant to the authority of California Government Code Sections 65864-65869.5.

RECITALS:

This Agreement is entered into on the basis of the following facts, understandings and intentions of the parties:

A. To strengthen the public planning process, encourage private participation in comprehensive planning and reduce the economic risk of development, the Legislature of the State of California adopted Government Code Sections 65864-65869.5 authorizing the City to enter into development agreements in connection with the development of real property within its jurisdiction by qualified applicants with a requisite legal or equitable interest in the real property which is the subject of such development agreements.

B. Developer is the fee owner of that certain parcel of land (the "Property") outlined in Exhibit A and being more particularly described in Exhibit B attached hereto. The Property constitutes approximately 35.19 acres and is that portion of the Shopping Center currently owned by Developer. The Property is presently improved with a two-level enclosed mall, mall stores fronting thereon, exterior parking and other common area facilities, and related improvements. The Property constitutes an integral part of Stoneridge Regional Shopping Center (the "Shopping Center"), which has been constructed in phases by Developer, commencing in 1978, and which now includes major department stores owned and operated by Macy, Penney, Capwell and Nordstrom.

C. Developer intends to add further retail and related common area improvements to the Shopping Center as more particularly described in Exhibit C hereto (said improvements herein collectively referred to as the "Project"). Although the Project as described in Exhibit C refers to additional future Floor Area of up to 356,000 square feet, the Project represents an incremental addition of only 180,000 square feet of Floor Area to the already anticipated and approved build-out of the Shopping Center currently incorporated in the City's traffic models and in other land use approvals in North Pleasanton previously considered by the City.

D. The City has examined the environmental effects of the Project and, based on the Initial Environmental Study and the Traffic Mitigation Improvements hereinbelow referred to, has

determined that the Project will have no significant adverse effect on the environment, on the basis of which a negative declaration was adopted by the City Council.

E. City has determined that the Project is a development for which a development agreement is appropriate. A development agreement will eliminate uncertainty in the City's land use planning for and secure orderly development of the Project. A development agreement shall facilitate the orderly expansion of the Shopping Center through completion of the Project, which shall provide greater opportunities for traffic management and cohesive, attractive site design and improvements and result in important economic benefits, both direct and indirect, to the City. Developer will incur substantial contractual obligations and related costs in the development of the Project, which will require extended negotiations with and long lead-time commitments from additional major department and specialty store participants in the Shopping Center. In exchange for the benefits to the City and the general public of the expanded Shopping Center, Developer desires to receive assurance that City shall grant permits and approvals required for the development of the Project in accordance with the Existing City Laws, subject to the terms and conditions contained in this Agreement. In order to effectuate these purposes, the parties desire to enter into this Agreement.

F. On August 20, 1992, after conducting a duly noticed public hearing, the City Planning Commission recommended that the City Council approve this Agreement, based on the following findings and determinations: that this Agreement is consistent with the objectives, policies, general land uses and programs specified in the City's General Plan; is compatible with the uses authorized in and the regulations prescribed for the land use district (C-R (Regional Commercial)) in which the Property is located; is in conformity with public convenience, general welfare and good land use practices; will not be detrimental to the health, safety and general welfare of the City or the region surrounding the City; will not adversely affect the orderly development of property or the preservation of property values within the City; and will promote and encourage the development of the Project by providing a greater degree of certainty with respect thereto.

G. Thereafter, on September 15, 1992, the City Council held a duly noticed public hearing on this Agreement and made the same findings and determinations as the Planning Commission. On that same date, the City Council made a decision to approve this Agreement by introducing Ordinance No. 1578 (the "Enacting Ordinance"). On October 6, 1992, the City Council adopted the Enacting Ordinance. The Enacting Ordinance became effective on November 5, 1992.

NOW, THEREFORE, pursuant to the authority contained in Government Code Sections 65864-65869.5, and in consideration of the mutual covenants and promises of the parties herein

contained, the parties agree as follows:

1. Definitions. Each reference in this Agreement to any of the following terms shall have the meaning set forth below for each such term. Certain other terms shall have the meanings set forth for such terms elsewhere in this Agreement.

1.1 Approvals: Any and all approvals or permits of any kind or character required under the City Laws in order to develop the Project, including, but not limited to, use permits, site clearance, grading plans and permits, and certificates of occupancy.

1.2 City Laws: The ordinances, resolutions, codes, rules, regulations and official policies of City, governing the permitted uses of land, density, design, improvements and the construction standards and specifications applicable to the development of the Property. Specifically, but without limiting the generality of the foregoing, City Laws shall include the City's General Plan, the City's Zoning Ordinance and the City's Subdivision Ordinance.

1.3 Conditions: All conditions, exactions, fees or payments, dedication or reservation requirements, obligations for on- or off-site improvements, services or other conditions of approval called for in connection with the development of or construction on property under the Existing City Laws, whether such conditions constitute public improvements, mitigation measures in connection with environmental review, or any other impositions.

1.4 Director: The Director shall mean the Director of Planning & Community Development for the City of Pleasanton.

1.5 Enacting Ordinance: As defined in Recital G.

1.6 Existing City Laws: The City Laws in effect as of the Effective Date (as defined in Section 2.1 below).

1.7 Floor Area: The actual number of square feet of floor space of all floors in any future new building improvements located on the Property (excluding basement space, subterranean areas, and balcony and mezzanine space) within the interior face line of the exterior walls; provided, however, that "Floor Area" shall not include any of the following:

(i) Areas which are used exclusively to house mechanical, electrical, telephone, HVAC and other such building operating equipment, whether or not physically separated or otherwise required by building codes;

(ii) any area designated for the parking of motor vehicles, whether contained in enclosed or

partially enclosed structures or on roofs, whether above, below or at grade, and whether contained in single or multi-level structures;

(iii) any outside areas (including those covered by canopy, awning or other protective cover and which sides are generally unwallled) which is permitted to be and is used for the storage and/or display of merchandise to be sold at retail or exterior restaurant seating or similar purposes; and

(iv) emergency fire and service corridors and all common areas located within building improvements, including, without limitation, all malls, restrooms, pedestrian walkways, stairways, escalators and elevators, and all other similar areas not located within any store.

1.8 Laws: The laws and Constitution of the State of California, the laws and Constitution of the United States and any codes, statutes or executive mandates in any court decision, state or federal, thereunder.

1.9 Mortgage: A mortgage, deed of trust, sale and leaseback arrangement in which the Property or a portion thereof or an interest therein is sold by Developer and leased back concurrently therewith (which arrangement is subject to no prior contractual encumbrances securing payment of money), or other transaction in which the Property, or a portion thereof or an interest therein, is pledged as security, contracted in good faith and for fair value.

1.10 Mortgagee: The holder of the beneficial interest under a Mortgage.

1.11 Party: A signatory to this Agreement, or a successor or assign of a signatory to this Agreement.

1.12 Project: As defined in Recital C.

1.13 Property: The real property outlined in Exhibit A and described in Exhibit B hereto on which Developer intends to develop the Project.

1.14 Shopping Center: As defined in Recital B.

1.15 Traffic Mitigation Improvements: As defined in Section 3.2.

2. Effective Date; Term.

2.1 Effective Date. This Agreement shall be dated and the obligations of the parties hereunder shall be effective as of

the effective date of the Enacting Ordinance, pursuant to Government Code Section 36937, as specified in Recital G above (the "Effective Date"). The City shall cause this Agreement to be recorded in the Official Records of the County of Alameda, State of California, as provided for in Government Code Section 65868.5. However, failure to execute or record this Agreement within the time period provided for in Section 65868.5 shall not affect its validity or enforceability among the Parties.

2.2 Term. The term of this Agreement and Developer's rights and obligations hereunder shall commence on the Effective Date and shall terminate on the fifteenth (15th) anniversary of the Effective Date.

3. General Development of the Project.

3.1 Project Vested. Developer shall have the vested right to develop the Project on the Property in accordance with the terms and conditions of this Agreement and such amendments thereto as shall from time to time be approved, pursuant to this Agreement. Except as otherwise specified herein, this Agreement and the Existing City Laws shall control the overall design, development and construction of the Project, and all improvements and appurtenances in connection therewith, including, without limitation, the permitted uses on the Property, the density and intensity of uses, the maximum height and the number of required parking spaces, all of which shall constitute vested elements of the Project.

3.2 Conditions.

(a) Traffic Mitigation Improvements. In consideration of City's entering into this Agreement, Developer shall contribute to the costs of those public improvements (the "Traffic Mitigation Improvements") set out in Exhibit D attached hereto. City has identified ten development projects (collectively, the "Contributing Projects") in the Stoneridge Shopping Center area which will benefit from completion of the Traffic Mitigation Improvements. City has assigned each Contributing Project a percentage share of the responsibility for participating in the costs to complete the Traffic Mitigation Improvements. As of the date of this Agreement, Developer's contribution percentage is 37.6%. As of August 20, 1991, the net estimated costs to complete the Traffic Mitigation Improvements was \$752,820. Based thereon, Developer or its successors shall contribute, to the cost of completing the Traffic Mitigation Improvements, up to the following amount (such maximum amount herein referred to as the "Developer Contribution"): (i) \$283,060 plus an accrual factor thereon at the Wells Fargo Bank Prime Rate from time to time in effect, commencing August 20, 1991, to the date of payment, plus (ii) an additional \$28,306, which sum represents 10% of the aforementioned Developer obligation to take

into account possible inaccuracies in the original cost estimates to complete the Traffic Mitigation Improvements. City shall complete the Traffic Mitigation Improvements from time to time as and when the same shall be required, as a consequence of additional development in the Stoneridge Shopping Center area, in order to avoid a deterioration of the level of traffic service (LOS) at any intersection identified on Exhibit D below LOS "D". Developer or its successors shall pay to City, in installments, Developer's share of the costs of the Traffic Mitigation Improvements; each such installment shall be calculated by multiplying the Developer Contribution by a fraction, the numerator of which is the Floor Area the subject of the relevant building permit and the denominator of which is 356,000. Each such installment payment shall be made at the later of (i) issuance of the subject building permit or (ii) incurrence by City of the costs to complete the relevant Traffic Mitigation Improvements. The maximum Developer Contribution shall not exceed the lesser of the aforementioned maximum amount or Developer's share of City's actual cost to complete the Traffic Mitigation Improvements. Notwithstanding the foregoing, Developer's contribution percentage, and the maximum Developer Contribution obligation referred to above, shall be reduced in proportion to the burden assumed by any additional development project(s) which the City in good faith determines should be a Contributing Project within the Stoneridge Shopping Center area in respect of a fair allocation of the costs of completing the Traffic Mitigation Improvements. Under no circumstances shall Developer be responsible for paying or advancing any portion of the costs of the Traffic Mitigation Improvements beyond the Developer Contribution, except as provided in Section 3.2(b).

(b) Reference is made to that certain public document dated August 20, 1990 entitled "Reimbursement Agreement for Stoneridge Corporate Plaza II" by and between the City and Crocker Properties Inc. ("Crocker Agreement") whereby Crocker Properties Inc. ("Crocker") agrees to advance, subject to partial reimbursement and certain maximum limitations, the total costs of completing the Traffic Mitigation Improvements. If, despite City's best efforts, Crocker fails to advance the funds for Traffic Mitigation Improvements when, as a result of the Project, LOS at any intersection identified on Exhibit D which will fall below LOS "D" (such advance by Crocker to be in the amount of such costs in excess of Developer's share thereof and other funds, if any, received by the City from Contributing Projects), then Developer will advance the funds necessary to mitigate such intersections, subject to the following conditions:

(i) Developer shall be reimbursed, from payments to be required by the City from Contributing Projects, on the same terms and conditions afforded to Crocker under the Crocker Agreement, including Paragraphs 7 and 8 thereof; and (ii) in no event shall Developer's aggregate obligation so to advance funds exceed a total amount (including Developer's Contribution) equal to the sum of (A) \$752,820 plus an accrual factor thereon at the Wells Fargo Bank Prime Rate from time to time in effect, commencing

August 20, 1991, to the date of such advance, plus (B) \$28,306. The Crocker Agreement has not been and will not, without the prior written consent of Developer, be amended, modified, canceled, or revoked if the effect thereof would be to alter, condition or impair any such reimbursement rights in favor of the Developer. If (x) Crocker has advanced to City costs (in excess of Crocker's pro rata share thereof) to complete Traffic Mitigation Improvements, and (y) Developer has paid to City a portion of the Developer Contribution as provided in subparagraph (a) above, and City has paid or tendered such payment to Crocker as the "Reimbursement Fee" then payable to Crocker under Section 7(b) of the Crocker Agreement, and (z) Crocker has asserted that the amount thereof is less than the amount then due it under such provision of the Crocker Agreement in respect of the Project, and it is ultimately determined (by judgment or settlement reasonably approved by Developer) that City is obligated, at that time and in respect of the Project, to pay a Reimbursement Fee to Crocker in excess of the Developer Contribution theretofore paid under this Agreement, then Developer shall make a supplemental payment to City, by way of a further Developer Contribution equal to the additional amount determined to be owing by City to Crocker. Nothing in the preceding sentence shall increase the maximum Developer Contribution as hereinabove provided, and any additional such payment by Developer shall be credited against future payments of the Developer Contribution payable to City under this Agreement. Developer shall not be obligated to make any additional payments in respect of City's obligations to Crocker under the Crocker Agreement, including costs or attorneys' fees.

(c) Additional Traffic Improvements. City shall have the discretion to determine in good faith that the effects of cumulative development of properties within the North Pleasanton area (which shall be the area generally encompassed within the boundaries of the North Pleasanton Improvement District) require additional traffic improvements ("Additional Traffic Improvements") beyond those required by Section 3.2(a), and to spread, to the extent reasonable and practical, the cost of financing these Additional Traffic Improvements through formation of a special assessment district or districts encompassing those properties benefitting therefrom. Subject to the terms of this Agreement, Developer agrees not to protest the establishment of assessment districts to fund the Additional Traffic Improvements. Developer retains the right to protest and litigate all matters other than the validity of the formation of any such district, including but not limited to the scope of improvements, the costs thereof and the allocation of such costs among various properties. In the event Developer initiates or participates in litigation concerning allocation of the cost of such improvements, Developer shall allow formation of the district and placement of liens on the Property so long as City provides security which, in Developer's reasonable estimation, will allow City to pay off the amount of indebtedness that is in dispute in the event Developer prevails in the litigation. A good faith

protest pursuant to this Section 3.2(b) shall not be construed as an action of noncompliance under the terms of this Agreement.

(d) Specific Project-Generated Traffic Improvements.

Stoneridge Mall Road is designed to function as a traffic distributor and best fulfills its function without traffic signals. The parties agree, however, that if a multi-level parking structure is constructed and, in the determination of traffic engineers for the City (following review by and consultation with the Developer's traffic engineers), traffic control measures are necessary on Stoneridge Mall Road, Developer shall pay for the installation of a traffic signal or other similar mitigation measure. Such mitigation measure shall become a condition imposed during the design review process, but such condition will allow actual field studies for specified period of time prior to the actual installation of such traffic mitigation measure.

(e) Public Transit. The Developer will continue to cooperate in permitting public bus access to and from the Shopping Center as provided in the existing written agreements with Contra Costa County Transit Authority, Livermore Amador Valley Transit Authority, and San Francisco-Bay Area Rapid Transit District.

3.3 Project Phasing. The Project will be developed in phases, and the Parties acknowledge that Developer cannot presently predict the timing or sequencing of any such Project phasing. Such decisions depend upon numerous factors which are not within the control of Developer, such as market orientation and demand, interest rates, competition and other similar factors. Because the California Supreme Court held in Pardee Construction Co. v. City of Camarillo, 37 Cal. 3d 465 (1984), that failure of the parties therein to provide for the timing of development resulted in a later-adopted initiative restricting the timing of development approved under the parties' agreement, it is the Parties' intent to cure that deficiency by acknowledging and providing that Developer shall have the right to develop the Project in phases in such order and at such times as Developer deems appropriate within the exercise of its subjective business judgment and the provisions of this Agreement. By entering into this Agreement, Developer shall not be obligated to develop the Project.

3.4 Other Governmental Permits.

(a) Developer or City (whichever is appropriate) shall apply for such other permits and approvals from other governmental or quasi-governmental agencies which may have jurisdiction over the Project (such as any public utility district) as may be required for the development of, or provision of services to, the Project. City shall promptly and diligently cooperate, at no cost to the City, with Developer in its endeavors to obtain such permits and approvals and, from time to time at the request of Developer, shall attempt with due

diligence and in good faith to enter into binding agreements with any such entity in order to assure the availability of such permits and approvals or services. To the extent allowed by law, Developer shall be a party or third-party beneficiary to any such agreement and shall be entitled to enforce the rights of Developer or City thereunder or the duties and obligations of other parties thereto.

(b) Water availability shall be subject to the City's rules and regulations in effect at the time building permits are applied for. The City shall withhold building permits for the Project if, at the time building permits are applied for, mandatory water rationing is in effect under a program precluding the issuance of building permits for the Project, unless the City has adopted a water offset program and unless the Developer is participating in the program.

3.5 Additional Fees. Except as set forth in this Agreement, City shall not impose on the Project any further or additional fees, taxes or assessments, whether through the exercise of the police power, the taxing power or any other means, other than those prescribed in this Agreement, provided that (a) if City forms an assessment or similar district including the Property, and such district is City-wide, the Property may be legally assessed through such district based on the benefit to the Property, which assessment shall be consistent with the assessment of other property in the district similarly situated (but in no event shall Developer's obligation to pay any such assessment result in a cessation or postponement of construction of the Project or affect in any way Developer's rights in respect of the Project); (b) City may charge Developer fees which are in force and in effect on a City-wide basis under Existing City Laws, but at the rate applicable at the time application is submitted, for the following: building and related construction permit fees (including plan review and site inspection); fire department fees (including sprinkler); disabled persons review and field inspection fee; City water and water meter fees; Lower Income Housing Fee; and, subject to limitations contained in a separate agreement between the Parties entered into concurrently herewith, sanitary sewer fees; (c) any applicable school district fees, Zone 7 drainage and water fees, and other fees required to be collected by City on behalf of and for the benefit of other governmental agencies or instrumentalities, provided that the same are payable in respect of the Project notwithstanding Developer's rights and benefits under this Agreement; and (d) the City may adopt an ordinance for a City-wide traffic mitigation fee uniformly applied and applicable to all new construction.

The Parties acknowledge that the provisions contained in this Section 3.5 are intended to implement the intent of the Parties that Developer has the right to develop the Project pursuant to specified and known criteria and rules, and that City receive the benefits which will be conferred as a result of such

development without abridging the right of City to act in accordance with its powers, duties and obligations.

3.6 Effect of Agreement. This Agreement shall constitute a part of the Enacting Ordinance, as if incorporated by reference therein in full.

4. Specific Criteria Applicable to Development of the Project.

4.1 Applicable Laws and Standards. Notwithstanding any change in any Existing City Laws, including, but not limited to, any change by means of ordinance, resolution, initiative, referendum, policy or moratorium, and, except as otherwise provided in this Agreement (including Section 3.5), the laws and policies applicable to the Property are set forth in Existing City Laws (regardless of future changes in these by City) and this Agreement. Developer has vested rights to build and occupy on the Property in accordance with this Agreement, provided that City may apply and enforce the Uniform Building Code (including the Uniform Mechanical Code, Uniform Electrical Code and Uniform Plumbing Code) and Uniform Fire Code in effect at the time Developer applies for building permits for any aspect of the Project.

4.2 Application of New City Laws. Nothing herein shall prevent City from applying to the Property new City Laws that are not inconsistent or in conflict with the Existing City Laws or the intent, purposes or any of the terms, standards or conditions of this Agreement in respect of the development of the Project, and that do not impose any further or additional fees or any other Conditions on the Project, except as provided in Section 3.5. Any action or proceeding of the City that has any of the following effects on the Project shall be considered in conflict with this Agreement and the Existing City Laws:

- (a) limiting the uses permitted on the Property;
- (b) limiting or reducing the density or intensity of uses, the maximum height or the allowable Floor Area, increasing the number of required parking spaces, or imposing reservations and dedications of land for public purposes;
- (c) limiting the timing or phasing of the Project in any manner;
- (d) limiting the location of building sites, grading or other improvements on the Property in a manner that is inconsistent with or more restrictive than the limitations included in this Agreement; or
- (e) applying to the Project or the Property any law, regulation or rule restricting or affecting a use or activity otherwise allowed by this Agreement.

The above list of actions is not intended to be comprehensive, but is illustrative of the types of actions that would conflict with this Agreement and the Existing City Laws.

4.3 Timing. Without limiting Section 4.1 and except as provided in Section 3.4(b), no moratorium of the City or other limitation affecting building permits or other land use entitlements imposed by the City, or the rate, timing or sequencing thereof, shall apply to the Project.

4.4 Architectural Review of Project. In order for the Developer to receive approval of the particular design of new improvements under the Project, the City may apply the rules and regulations regarding architectural review in effect in the City at the time the Developer applies for design review approval for any aspect of the Project, as long as applying these rules and regulations does not conflict with Developer's rights under this Agreement, impose any further or additional fees or impose any other Conditions on the Project, except as provided in Section 3.2(c). The City shall approve the design of improvements under the Project so long as the same are reasonably consistent with the general design concept of existing improvements in the Shopping Center.

4.5 Easements; Improvements. City shall cooperate with Developer in connection with any arrangements for abandoning existing utility or other easements and facilities and the relocation thereof or creation of any new easements within the Property necessary or appropriate in connection with the development of the Project.

5. Indemnity. Developer shall indemnify, defend and hold City, and its elective and appointive boards, commissions, officers, agents, and employees, harmless from any and all claims, causes of action, damages, costs or expenses (including reasonable attorneys' fees) arising out of or in connection with, or caused on account of, the development of the Project, any Approval with respect thereto, or claims for injury or death to persons, or damage to property, as a result of the operations of Developer or its employees, agents, contractors or representatives with respect to the Project.

6. Annual Review.

(a) City shall, every twelve (12) months during the term of this Agreement, review the extent of good faith substantial compliance with the terms of this Agreement pursuant to Government Code § 65865.1. A finding by City of good faith compliance by Developer with the terms of this Agreement shall conclusively determine said issue up to and including the date of said review.

(b) If the City Council makes a finding that Developer has not complied in good faith and in a material

respect with the terms and conditions of this Agreement, the City shall provide written notice to Developer describing (i) such failure to comply with the terms and conditions of this Agreement (referred to herein as a "Default"), and (ii) the actions required by Developer to cure such Default. Developer shall have ninety (90) days after the date of such notice to cure such Default, or in the event that such Default cannot be cured within such 90-day period, Developer shall have commenced the actions necessary to cure such Default and shall be diligently proceeding to complete such actions necessary to cure such Default within 90 days from the date of notice. If Developer fails to cure or pursue the cure of a Default as set forth above, the City Council may modify or terminate this Agreement as provided below.

(c) If, upon a finding under Section 6(b) and the continuance of Developer's Default beyond the expiration of the cure period specified therein, City determines to proceed with modification or termination of this Agreement, City shall give written notice to Developer of its intention so to do. The notice shall be given at least ten (10) calendar days before the scheduled hearing and shall contain:

- (i) The time and place of the hearing;
- (ii) A statement as to whether or not City proposes to terminate or to modify the Agreement; and
- (iii) Such other information as is reasonably necessary to inform Developer of the nature of the proceeding.

(d) At the time and place set for the hearing on modification or termination, Developer shall be given an opportunity to be heard, and Developer shall be required to demonstrate good faith compliance with the terms and conditions of this Agreement. If the City Council finds, based upon substantial evidence, that Developer has not complied in good faith with material terms or conditions of this Agreement, the City Council may terminate this Agreement or modify this Agreement and impose such conditions as are reasonably necessary to protect the interests of the City. Any such termination shall not affect any City Approval with respect to the Project that has been granted prior to the date of termination.

7. Supersedure by Subsequent Laws. If any Law made or enacted after the date of this Agreement prevents or precludes compliance with one or more provisions of this Agreement, then the provisions of this Agreement shall, to the extent feasible, be modified or suspended as may be necessary to comply with such new Law. Immediately after enactment of any such new Law, the parties shall meet and confer in good faith to determine the feasibility of any such modification or suspension based on the effect such modification or suspension would have on the purposes and intent of this Agreement. Developer shall have the right to challenge the new Law preventing compliance with the terms of

this Agreement, and, in the event such challenge is successful, this Agreement shall remain unmodified and in full force and effect. The provisions of this Section 7 shall be narrowly construed in favor of Developer, in order to preserve to Developer the benefits of this Agreement to the fullest extent possible.

8. Remedies. Either Party may, in addition to any other rights or remedies, institute legal action to cure, correct or remedy any default, enforce any covenant or agreement herein, enjoin any threatened or attempted violation or enforce by specific performance the obligations and rights of the Parties hereto.

9. Waiver; Remedies Cumulative. Failure by a Party to insist upon the strict performance of any of the provisions of this Agreement by the other Party, irrespective of the length of time for which such failure continues, shall not constitute a waiver of such Party's right to demand strict compliance by such other Party in the future. No waiver by a Party of any default shall be effective or binding upon such Party unless made in writing by such Party, and no such waiver shall be implied from any omission by a Party to take any action with respect to any such default. All of the remedies permitted or available to a Party under this Agreement, or at law or in equity, shall be cumulative and not alternative, and invocation of any such right or remedy shall not constitute a waiver or election of remedies with respect to any other permitted or available right or remedy.

10. Attorneys' Fees. If either Party brings an action or proceeding (including, without limitation, any cross-complaint, counterclaim, or third-party claim) against the other Party by reason of an event of Default, or otherwise arising out of this Agreement, the prevailing Party in such action or proceeding shall be entitled to its costs and expenses of suit, including but not limited to reasonable attorneys' fees (including, without limitation, fees and expenses), which shall be payable whether or not such action is prosecuted to judgment. "Prevailing Party" within the meaning of this section shall include, without limitation, a Party who dismisses an action for recovery hereunder in exchange for payment of the sums allegedly due, performance of covenants allegedly breached, or consideration substantially equal to the relief sought in the action.

11. Limitations on Actions. City and Developer hereby renounce the existence of any third-party beneficiary to this Agreement and agree that nothing contained herein shall be construed as giving any other person or entity third party beneficiary status. If any action or proceeding is instituted by any third party challenging the validity of any provisions of this Agreement, or any action or decision taken or made hereunder, the parties shall cooperate in defending such action or proceeding.

12. Effect of Court Action. If any court action or proceeding is brought by any third party to challenge this Agreement or any other permit or Approval required from City or any other governmental entity for development or construction of the Project, or any portion thereof, and without regard to whether or not Developer is a party to or a real party in interest in such action or proceeding, then Developer shall indemnify and defend City or, at City's option, pay all costs incurred by City in defending itself; however, City agrees to cooperate with Developer in defending such an action.

13. Estoppel Certificate. Either Party may, at any time, and from time to time, deliver written notice to the other Party requesting such Party to certify in writing that (i) this Agreement is in full force and effect and a binding obligation of the Parties, (ii) this Agreement has not been amended or modified either orally or in writing, and if so amended, identifying the amendments, (iii) the requesting Party is not in default in the performance of its obligations under this Agreement, or if in default, to describe therein the nature and amount of any such defaults, and (iv) the requesting Party has been found to be in compliance with this Agreement, and the date of the last determination of such compliance. A Party receiving a request hereunder shall execute and return such certificate within thirty (30) days following the receipt thereof. The Director shall have the right to execute any certificate requested by Developer hereunder. City acknowledges that a certificate hereunder may be relied upon by transferees and Mortgagees.

14. Mortgagee Protection; Certain Rights of Cure.

14.1 Mortgagee Protection. No Default hereunder by Developer shall defeat, render invalid, diminish or impair the lien of any Mortgage, but all of the terms and conditions contained in this Agreement shall be binding upon and effective against any person (including any Mortgagee) who acquires title to the Property, or any portion thereof, by foreclosure, trustee's sale, deed-in-lieu of foreclosure or otherwise.

14.2 Mortgagee Not Obligated. Notwithstanding the provisions of Section 14.1, no Mortgagee who comes into possession of the Property, or any part thereof, pursuant to foreclosure, or deed in lieu of foreclosure, or transferee of such Mortgagee shall have any obligation or duty under this Agreement to construct or complete the construction of improvements, to guarantee such construction or completion or to be liable for any defaults or monetary obligations arising prior to acquisition of title to the Property by the Mortgagee or transferee.

14.3 Notice of Default to Mortgagee; Right of Mortgagee to Cure. If City receives notice from a Mortgagee requesting a copy of any notice of default given Developer hereunder and specifying the address for service thereof, then City shall

deliver to such Mortgagee, concurrently with service thereon to Developer, any notice of default or other determination of noncompliance given to Developer. Each Mortgagee shall have the right (but not the obligation) for a period of ninety (90) days after the receipt of such notice from City to cure or remedy, or to commence to cure or remedy, the event of default claimed or the areas of noncompliance set forth in the City's notice. If the default or such noncompliance is of a nature which can only be remedied or cured by such Mortgagee upon obtaining possession, such Mortgagee may seek to obtain possession with through a receiver or otherwise, and may thereafter remedy or cure the default or noncompliance within ninety (90) days after obtaining possession. If any such default or noncompliance cannot, with diligence, be remedied or cured within such ninety (90) day period, then such Mortgagee shall have such additional time as may be reasonably necessary to remedy or cure such default or noncompliance if such Mortgagee commences a cure during such ninety (90) day period, and thereafter diligently pursues completion of such cure to the extent possible.

15. Right to Assign, etc.. Developer's rights hereunder may be encumbered, sold or assigned in conjunction with the transfer, sale, assignment or financing of all or any portion of the Property at any time during the term of this Agreement. Upon the sale, transfer or assignment of Developer's rights and interests under this Agreement, Developer shall be released from its obligations pursuant to this Agreement with respect to the Property or portion thereof so transferred which arise subsequent to the effective date of the transfer.

16. Binding on Successors. All of the provisions, agreements, rights, powers, standards, terms, covenants, and obligations contained in this Agreement shall be binding upon the parties and their respective heirs, successors, and assignees, devisees, administrators, representatives, lessees, and all other persons acquiring the Property, or any portion thereof, or any interest therein, whether by operation of laws or in any manner whatsoever, and shall inure to the benefit of the parties and their respective heirs, successors and assignees.

17. Amendment.

17.1 General. Except as otherwise provided in this Agreement, this Agreement may be canceled, modified or amended only by mutual consent of the parties in writing, and then only in the manner provided for in Government Code Section 65868. Any amendment to this Agreement which does not relate to the term, a material element of the Project or the Conditions shall require the giving of notice pursuant to Government Code Section 65867, as specified by Section 65868 thereof, but shall not require a public hearing before the Parties may make such amendment.

17.2 Recordation. Any amendment of this Agreement shall be recorded by the City Clerk not later than ten (10) days

after the effective date of the action effecting such amendment; however, a failure to record shall not affect the validity of such amendment.

17.3 Amendment Exemptions. The following actions shall not require an amendment to this Agreement:

(a) Subdivision. The subdivision of the Property, or the filing of a parcel map or subdivision map that creates new legal lots, or any lot-line adjustment, shall not require an amendment to this Agreement. Developer may subdivide the Property in accordance with the laws regarding subdivision in effect in the City at the time the Developer applies for any subdivision, as long as applying these laws does not limit the Project or impose any additional Conditions, taxes or assessments other than those set out in this Agreement.

(b) Design Review. Design review of specific aspects of the Project shall not require an amendment to this Agreement.

18. Notices.

18.1 Procedure. Any notice to either Party shall be in writing and given by delivering the notice in person or via facsimile, by overnight courier, or by sending the notice by registered or certified mail, or Express Mail, return receipt requested, with postage prepaid, to the Party's mailing address. The respective mailing addresses of the Parties are, until changed as hereinafter provided, the following:

City:	City of Pleasanton 123 Main Street Pleasanton, CA 94566-0802 Attn: Director of Planning
Developer:	Security Trust Company, as Trustee c/o The Taubman Company, Inc. 200 East Long Lake Road Bloomfield Hills, MI. 48303 Attn: Vice President - Development
With copies to:	The Taubman Company, Inc. 200 East Long Lake Road Bloomfield Hills, MI. 48303 Attn: Vice President - Partnership Relations

Robert L. Gibney, Jr.
Heller, Ehrman, White & McAuliffe
333 Bush Street
San Francisco, California 94104-2878

Either Party may change its mailing address at any time by giving

ten (10) days notice of such change in the manner provided for in this Section 18.1. All notices under this Agreement shall be deemed given, received, made or communicated on the date personal delivery is effected or, if mailed, on the delivery date or attempted delivery date shown on the return receipt.

19. Miscellaneous.

19.1 Negation of Partnership. The parties specifically acknowledge that the Project is a private development, that neither Party is acting as the agent of the other in any respect hereunder, and that each Party is an independent contracting entity with respect to the terms, covenants and conditions contained in this Agreement. None of the terms or provisions of this Agreement shall be deemed to create a partnership between or among the Parties in the businesses of Developer, the affairs of City, or otherwise, nor shall it cause them to be considered joint venturers or members of any joint enterprise.

19.2 Approvals. Unless otherwise provided herein, whenever approval, consent or satisfaction (herein collectively referred to as an "approval") is required of a Party pursuant to this Agreement, such approval shall not be unreasonably withheld. If a Party shall disapprove, the reasons therefor shall be stated in reasonable detail in writing.

19.3 Project Approvals Independent. All Approvals which may be granted pursuant to this Agreement, and all Approvals or other land use approvals which have been or may be issued or granted by the City with respect to the Property, constitute independent actions and approvals by the City. If any provisions of this Agreement or the application of any provision of this Agreement to a particular situation is held by a court of competent jurisdiction to be invalid or unenforceable, such invalidity or unenforceability shall not affect the validity or effectiveness of any Approvals or other land use approvals. In such cases, such Approvals will remain in effect pursuant to their own terms, provisions and conditions.

19.4 Not A Public Dedication. Nothing herein contained shall be deemed to be a gift or dedication of the Property or any portion thereof to the general public or for any public use or purpose whatsoever. Developer shall have the right to prevent or prohibit the use of the Property or any portion thereof, including common areas and buildings and improvements located thereon, by any person for any purposes inimical to the operation thereof.

19.5 Severability. Invalidation of any of the provisions contained in this Agreement, or of the application thereof to any person, by judgment or court order, shall in no way affect any of the other provisions hereof or the application thereof to any other person or circumstance, and the same shall remain in full force and effect, unless enforcement of this

Agreement as so invalidated would be unreasonable or grossly inequitable under all the circumstances or would frustrate the purposes of this Agreement.

19.6 Exhibits. The Exhibits listed in the Table of Contents and referred to herein are deemed incorporated into this Agreement in their entirety.

19.7 Entire Agreement. This written Agreement contains all the representations and the entire agreement between the parties with respect to the subject matter hereof. Except as otherwise specified in this Agreement, any prior correspondence, memoranda, agreements, warranties or representations are superseded in total by this Agreement.

19.8 Construction of Agreement. The provisions of this Agreement shall be construed as a whole according to its common meaning and not strictly for or against any Party in order to achieve the objectives and purpose of the parties. The captions preceding the text of each Article, Section or Subsection are included only for convenience of reference and shall be disregarded in the construction and interpretation of this Agreement. Wherever required by the context, the singular shall include the plural and vice versa, and the masculine gender shall include the feminine or neuter genders, or vice versa. All references to "person" shall include, without limitation, any and all corporations, partnerships or other legal entities.

19.9 Further Assurances; Covenant to Sign Documents. Each Party covenants, on behalf of itself and its successors, heirs and assigns, to take all actions and do all things, and to execute, with acknowledgement or affidavit if required, any and all documents and writings that may be necessary or proper to achieve the purposes and objectives of this Agreement.

19.10 Governing Law. This Agreement, and the rights and obligations of the parties, shall be governed by and interpreted in accordance with the laws of the State of California.

19.11 Construction. This Agreement has been reviewed and revised by legal counsel for both Developer and City, and no presumption or rule that ambiguities shall be construed against the drafting Party shall apply to the interpretation or enforcement of this Agreement.

19.12 Time. Time is of the essence of this Agreement and of each and every term and condition hereof. In particular, City agrees to act in a timely fashion in accepting, processing, checking and approving all maps, documents, plans, permit applications and any other matters requiring City's review or approval relating to the Project or Property. In the event the issuance of a building permit for any part of the Project is delayed as a result of Developer's or City's inability to obtain

any other permit or approval of the type referred to in Section 3.4(a), or as a result of a mandatory water moratorium of the type referred to in Section 3.4(b), then the term of this Agreement as provided in Section 2.2 shall be extended by the period of any such delay.

19.13 Subsequent Projects. After the Effective Date of this Agreement, City may approve other projects that place a burden on City's infrastructure; however, it is the intent and agreement of the Parties that Developer's right to build and occupy the Project, as described in this Agreement, shall not be diminished despite the increased burden of future approved development on public facilities.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the day and year first above written.

"City"

CITY OF PLEASANTON, a
municipal corporation of
the State of California

Attest:

Peggy L. Ezidro
City Clerk - Peggy L. Ezidro

By: Deborah A. Acosta
Deborah A. Acosta,
City Manager

Approved as to Form:

By: Michael H. Roush
Michael H. Roush
City Attorney

"Developer"

SECURITY TRUST COMPANY,
as Trustee under
Trust No. 1860-0

By: [Signature]

Title: PRESIDENT
Sancho L. Love

CERTIFICATE OF ACKNOWLEDGEMENT

STATE OF CALIFORNIA)

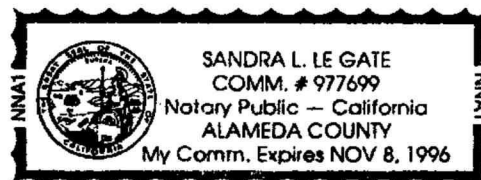
COUNTY OF ALAMEDA)

SS

On this the 17th day of December, 1992, before me, Deborah A. Acosta, the undersigned Notary Public, personally appeared Deborah A. Acosta, 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 within instrument in her capacity as City Manager, and that, by her signature on the instrument, the corporation executed it.

WITNESS my hand and official seal.

Sandra L. LeGate
Notary Public in and for said State



STATE OF CALIFORNIA)

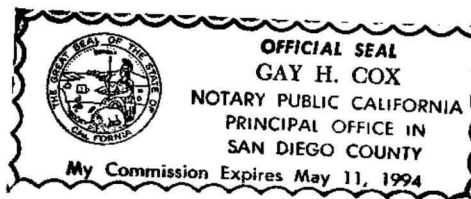
COUNTY OF San Diego)

SS

On this the 3rd day of December, 1992, before me, Gay Cox, the undersigned Notary Public, personally appeared J. Paul Spring *, personally known to me (or proved to me on the basis of satisfactory evidence) to be 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 capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal. * Sandra L. Love

[Signature]
Notary Public in and for said State



PARCEL 9
PM 2510
Bk 102 CR 31-32



EXHIBIT BDescription of Property

That certain real property located in the City of Pleasanton, County of Alameda, California, and more particularly described as follows:

Parcel B, as shown on Parcel Map 5469, filed December 28, 1988 in Book 180 of Parcel Maps at Pages 93-94, Alameda County Records.

EXHIBIT CDescription of Project

The Project shall consist of an additional 356,000 square feet of Floor Area, and related malls and other interior common areas, in new building improvements to be constructed on the Property. Such additional Floor Area shall be allocated among one or more additional department stores, one or more specialty stores and/or additional mall stores connecting the foregoing and the existing improvements on the Property, or other improvements permitted under the zoning currently applicable to the Shopping Center.

The Project shall also include related alterations and additions to the exterior common area within the Shopping Center, including multi-level parking decks in order to provide adequate parking within the Shopping Center.

Page 2 of this Exhibit C contains a general designation of areas within which additional building and/or parking deck improvements may be constructed as part of the Project. The actual location of such improvements may be adjusted by Developer at the time specific plans for development of the Project are completed.

The Ring Road boundaries of the proposed parking structures as delineated on page 2 of Exhibit C are schematic and not drawn to scale. The actual set back distances, if any, as determined by the Developer will be subject to design review as provided in Paragraph 4.4 of the Agreement.

Developer shall not be permitted to construct such additional department or specialty stores, additional mall store buildings and connecting enclosed malls in excess of the height of the highest existing department store building, mall store building or enclosed mall, respectively, currently existing in the Shopping Center.

Developer shall provide, during the course of development of the Project, additional automobile parking at grade and within parking structures. Such additional parking shall be provided on the basis that aggregate automobile parking spaces within the Shopping Center, based upon total Floor Area from time to time in the Shopping Center, shall comply with the following ratios (unless the City shall approve a lesser ratio): (a) department stores and mall stores: 4.75 parking spaces per 1,000 square feet of Floor Area; and (b) specialty department stores: 3.5 parking spaces per 1,000 square feet of Floor Area. Developer shall be permitted to construct parking decks, which shall not exceed three (3) structural levels above grade.

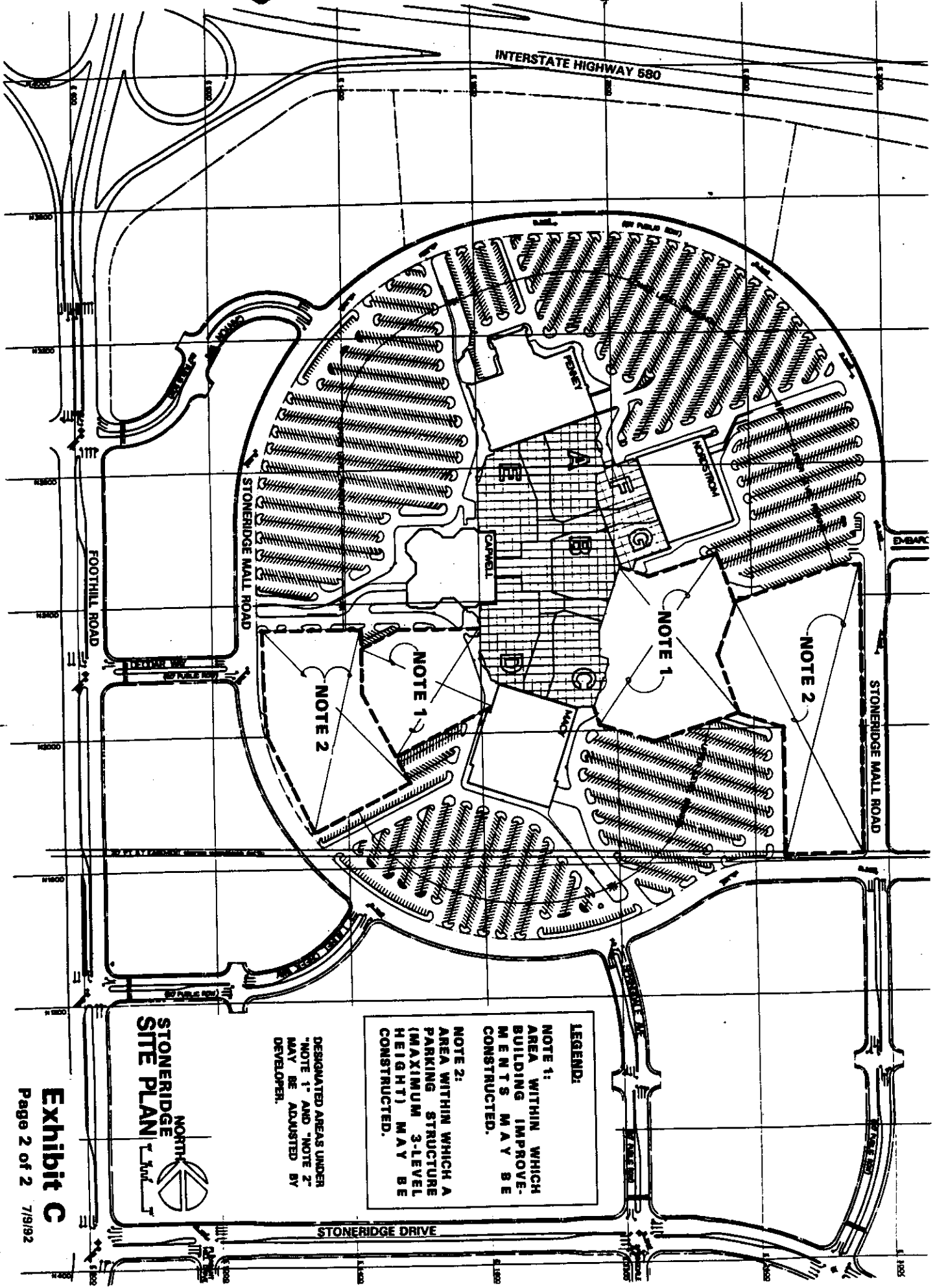


EXHIBIT DTRAFFIC MITIGATION IMPROVEMENTSA. Foothill Road/Canyon Way/Dublin Canyon Road

1. Widen Canyon Way between Stoneridge Mall Road and Foothill Road to provide one additional westbound lane. This will provide a total of three westbound lanes. Widen both the north and south sides of Canyon Way and reconstruct the existing median narrowing it by four feet to a width of twelve feet. The south curb will be moved six feet. The purpose is to improve existing traffic flow and mitigate the impact of new development by extending a very short existing right-turn lane for westbound traffic destined for the Foothill Road interchange.
2. Add a fourth northbound lane on Foothill Road between Deodar Way and the northbound to eastbound ramp at the Foothill Road interchange with I-580. This will provide two northbound lanes on Foothill Road to the ramp toward eastbound I-580. The two lanes would transition to one lane prior to the collector-distributor road. The other two lanes would serve the existing two lanes toward the over-crossing at I-580. Foothill Road between Deodar Way and Canyon Way can be restriped between the existing curbs. Foothill Road between Canyon Way and the northbound to eastbound ramp will require widening Foothill Road and moving the existing sidewalk back within the existing right-of-way. An additional lane will be constructed next to the existing one-lane northbound to eastbound ramp which will require Caltrans approval. The purpose of this improvement is to provide additional capacity for the northbound through movement and to more evenly distribute traffic across the lanes, thereby reducing the amount of green time needed for the northbound movement.

EXHIBIT D

3. Lengthen the eastbound Dublin Canyon Road left-turn lane next to the median by narrowing the existing 18-foot wide median. No additional right-of-way is required. The purpose of this improvement is to more fully utilize all left-turn lanes by reducing the possibility of one lane being blocked. Green time at the traffic signal will be reduced for this movement by creating a more even distribution of traffic across the left-turn lanes.

B. Stoneridge Drive/Stoneridge Mall Road

1. Restripe one of the through lanes on westbound Stoneridge Drive to create an optional through and right-turn lane. The curb return on the northeast corner should be modified to facilitate this maneuver. This will require right-of-way acquisition. The purpose of this improvement is to shorten the queue for westbound traffic turning right into the Stoneridge Mall area and thereby reduce the amount of green time required. The westbound right turn is a critical movement during the a.m. and p.m. peak hours. It is expected that right turning vehicles will dominate this lane. The need for one additional westbound lane was evaluated and determined to be unnecessary based on no change in the volume-to-capacity ratio.
2. Restripe the southbound Stoneridge Mall Road right-turn lane to provide an optional right-turn and left-turn lane at this "T" intersection. This will spread the critical southbound left-turn movement over three lanes instead of two lanes, thereby reducing the amount of green time necessary to clear the queue. In addition, there is a need to retrofit the signal controller to include an emergency vehicle preemption capability since a City of Pleasanton Fire Station is located nearby.

EXHIBIT D

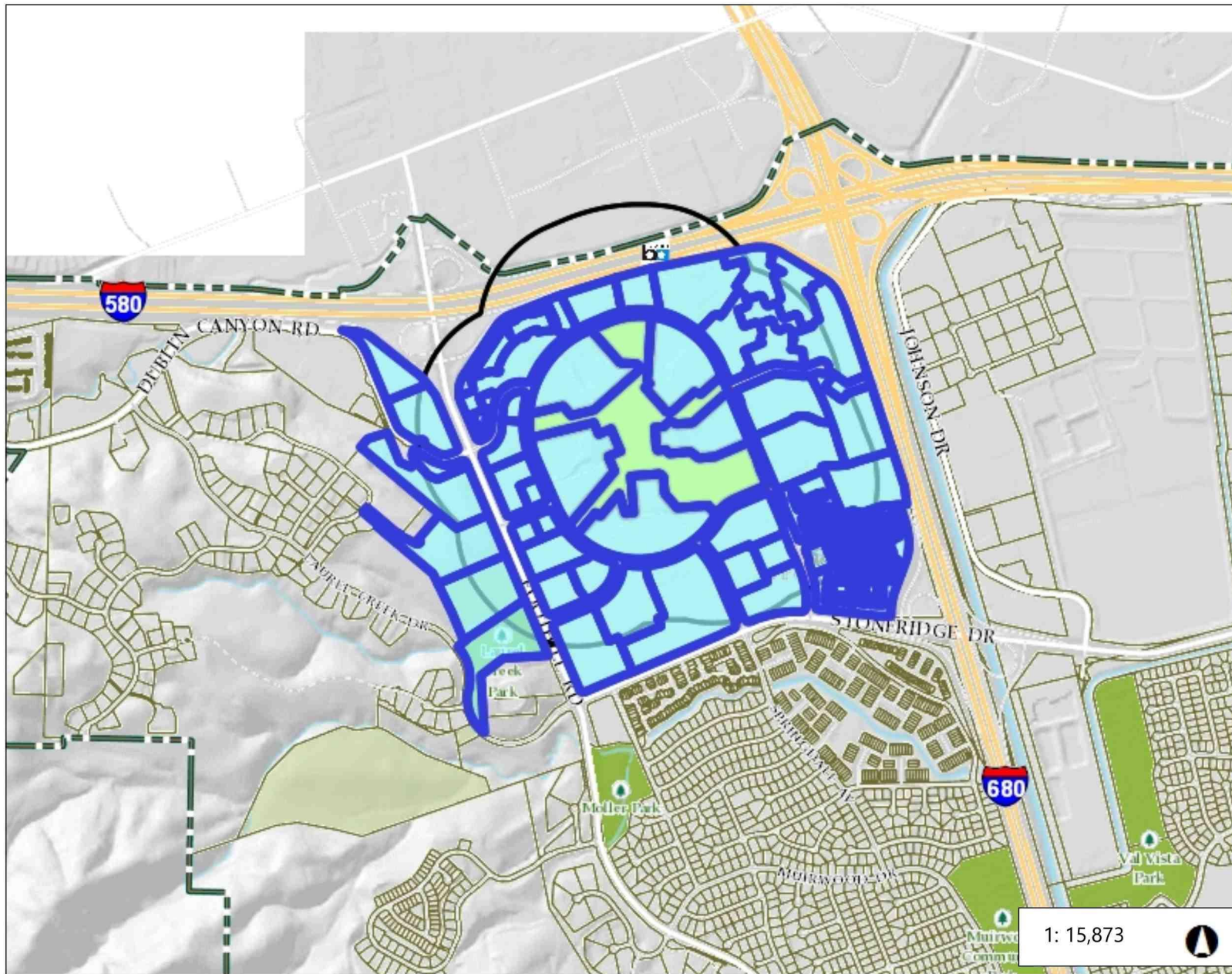
c. Additional Traffic Signals

1. Foothill Road/Laurel Creek
2. Stoneridge Mall/Fabian Court

EXHIBIT D

Exhibit C

Due to the file size, we are only providing an electronic copy of this document if requested. Thank you.



Legend

- Fire Station
- School
- Park
- Parcels

1: 15,873

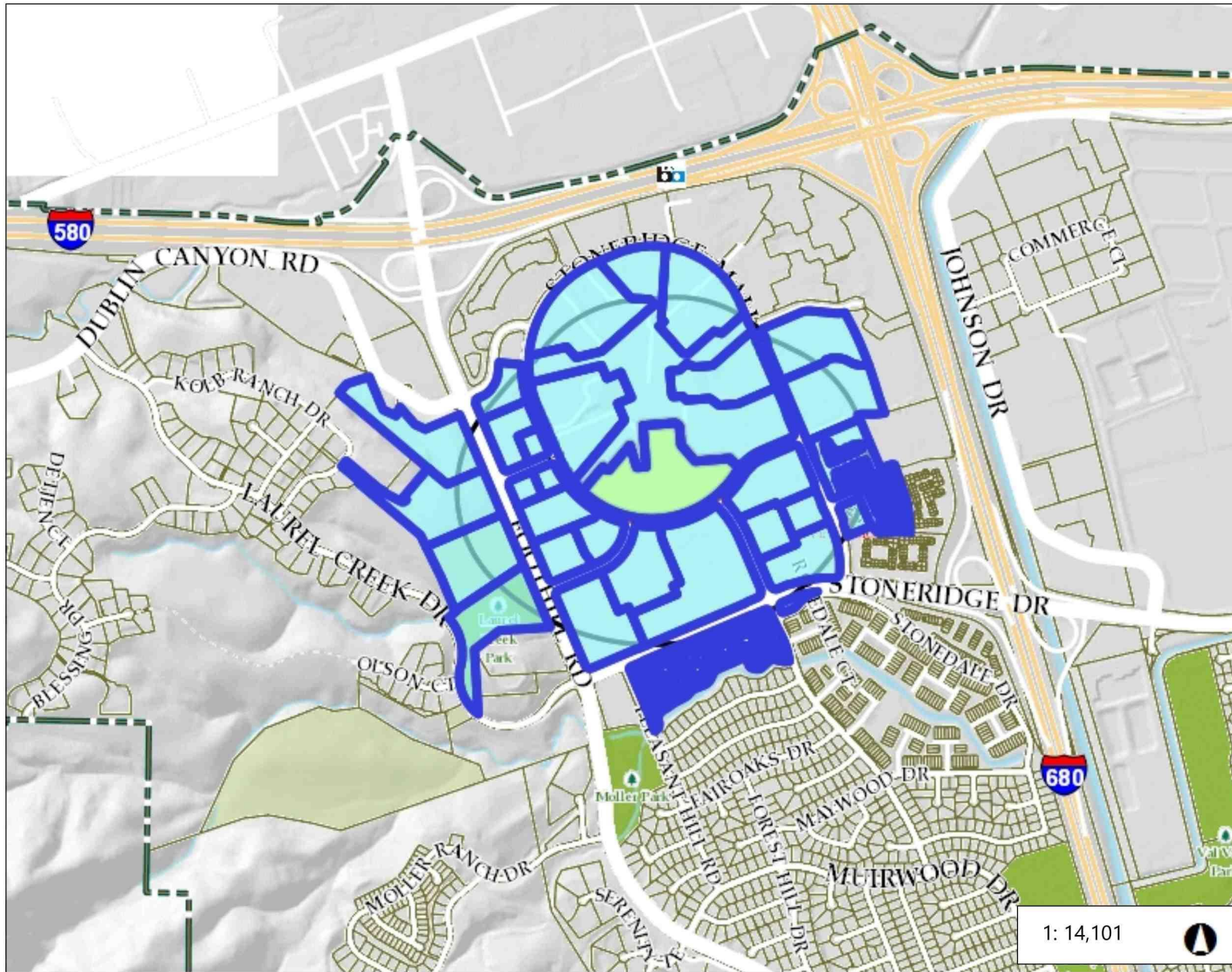


Notes

Notes

2,645.5 0 1,322.74 2,645.5 Feet

1300 Stoneridge Mall Road - APN#941 120103006



Legend

- Fire Station
- School
- Park
- Parcels

Notes

Notes

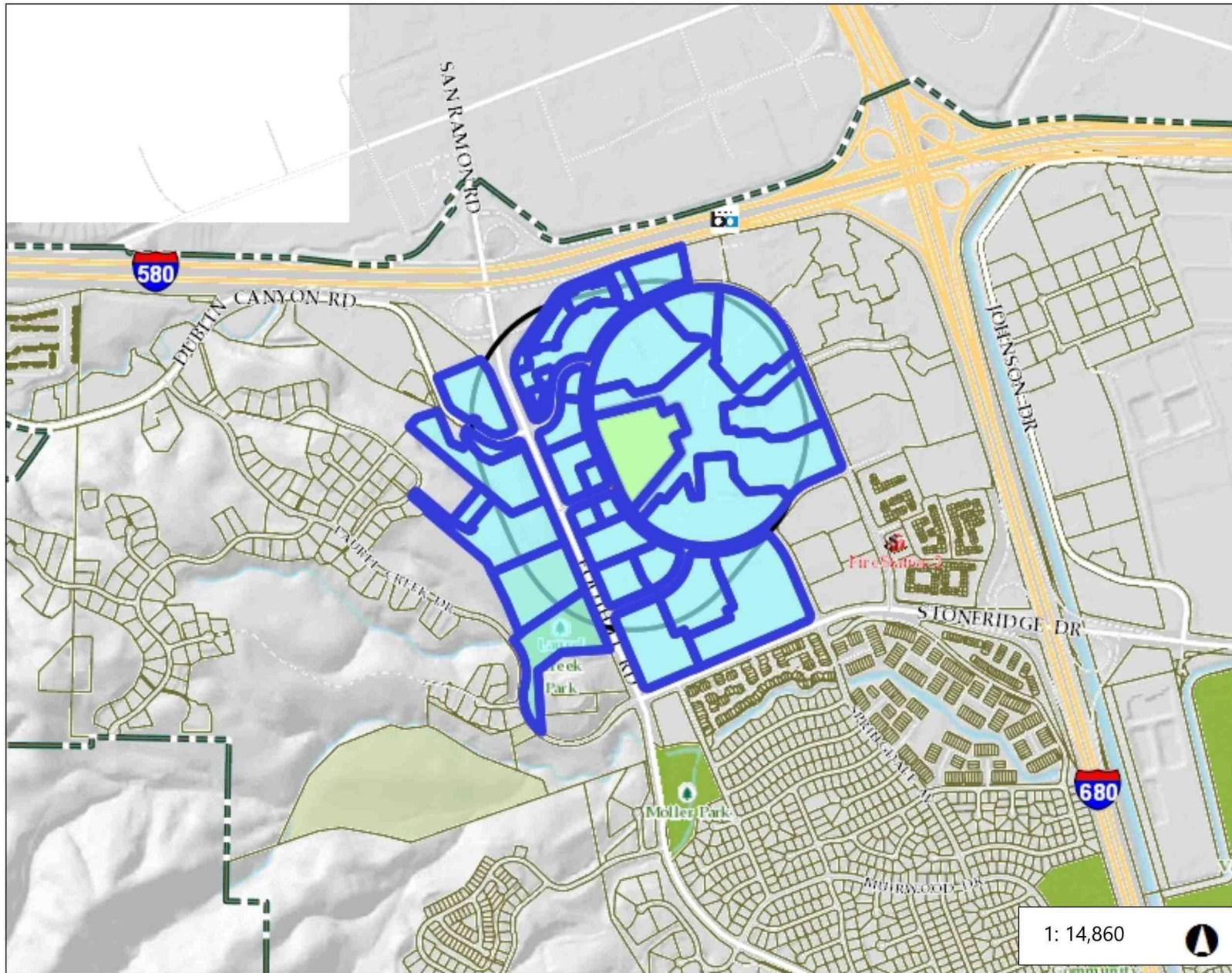
2,350.1 0 1,175.05 2,350.1 Feet

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THIS MAP IS NOT TO BE USED FOR NAVIGATION

1400 STONERIDGE MALL ROAD - APN #941 120102800



Legend

- Fire Station
- School
- Park
- Parcels

1: 14,860



2,476.7 0 1,238.36 2,476.7 Feet

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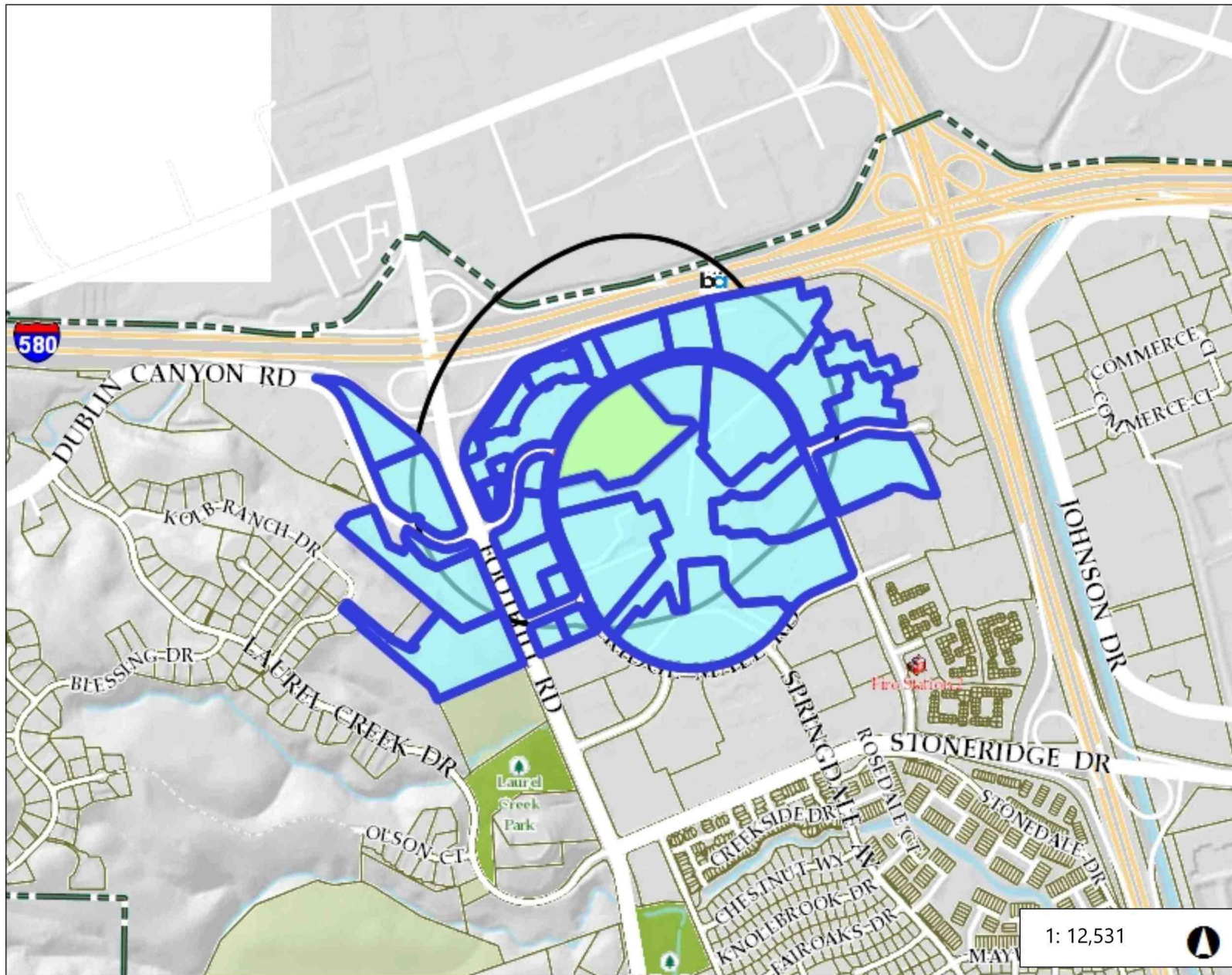
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THIS MAP IS NOT TO BE USED FOR NAVIGATION

Notes

Notes

1500 Stoneridge Mall Road - APN#941 120102900



Legend

-  Fire Station
-  School
-  Park
-  Parcels

1: 12,531



2,088.6 0 1,044.28 2,088.6 Feet

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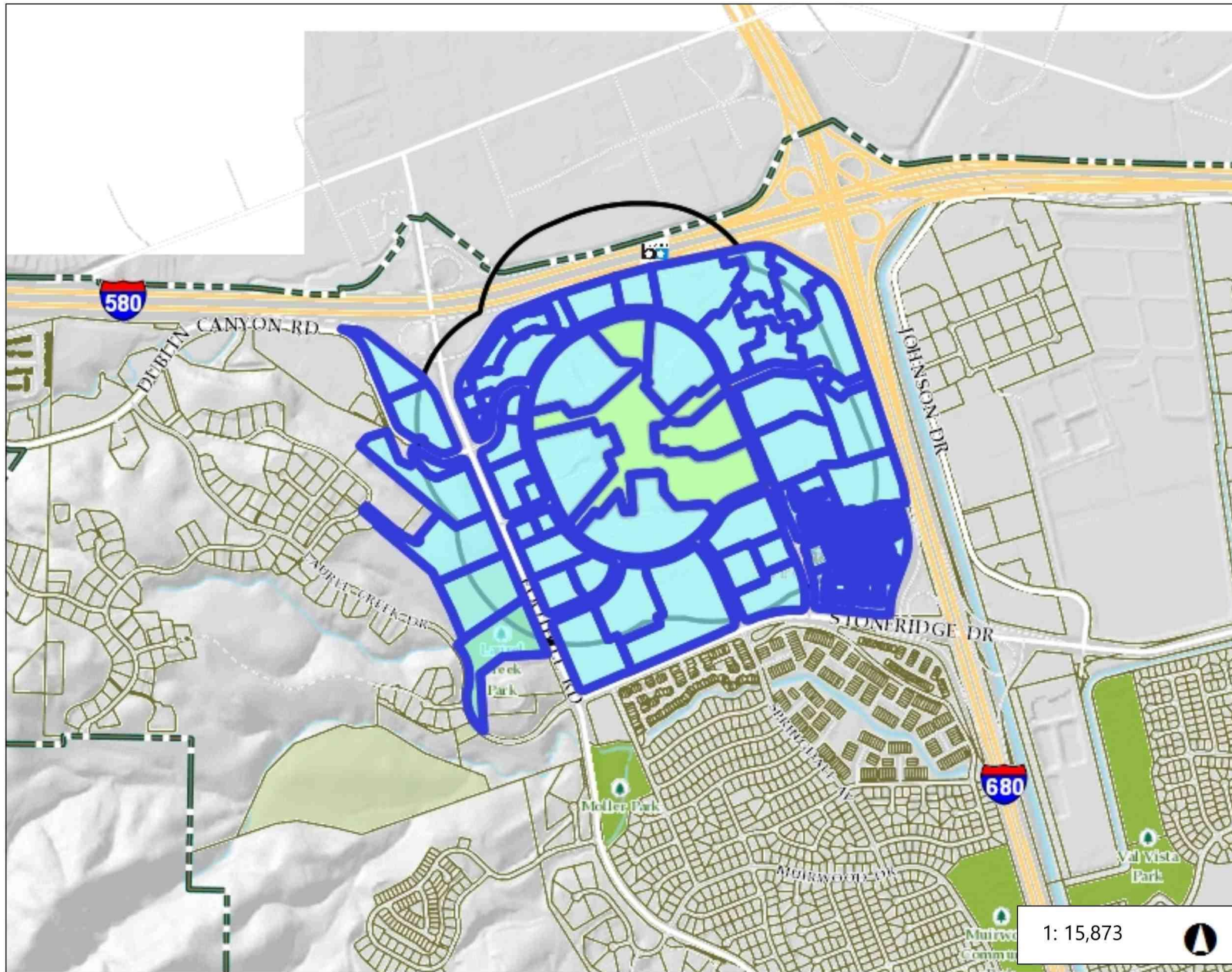
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THIS MAP IS NOT TO BE USED FOR NAVIGATION

Notes

Notes

1700 Stoneridge Mall Road - APN #941 120109500



Legend

- Fire Station
- School
- Park
- Parcels

1: 15,873

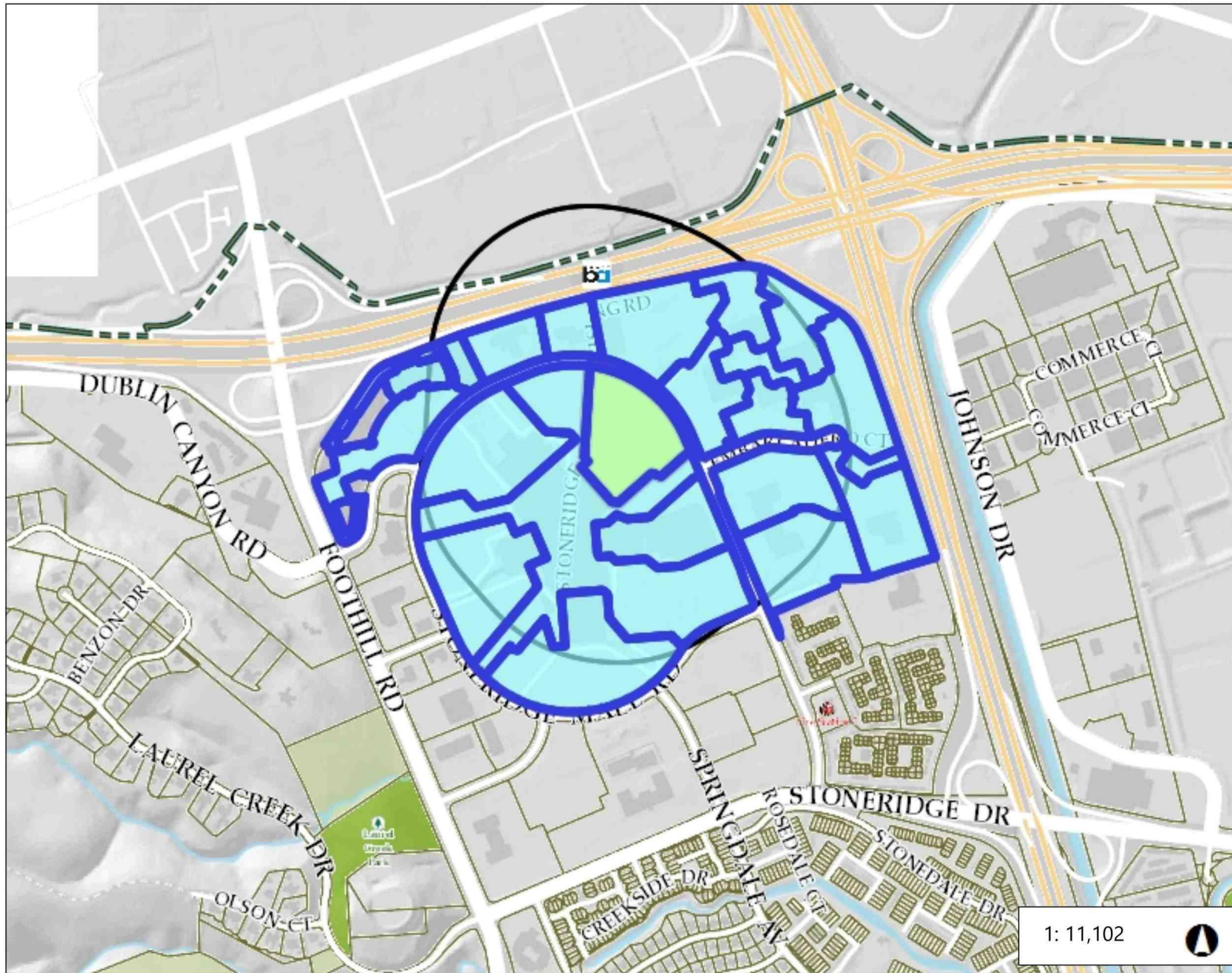


Notes

Notes

2,645.5 0 1,322.74 2,645.5 Feet

2651 Stoneridge Mall Road - APN #941 120109200



Legend

-  Fire Station
-  School
-  Park
-  Parcels

Notes

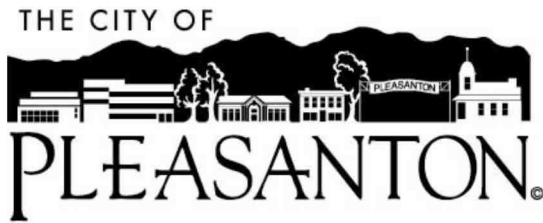
Notes

1,850.4 0 925.20 1,850.4 Feet

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THIS MAP IS NOT TO BE USED FOR NAVIGATION



Planning Commission Agenda Report

November 8, 2023
Item 5

SUBJECT:	Vesting Tentative Map 8676
APPLICANT:	Luke Morris, City Ventures
PROPERTY OWNER:	Pete Patel, KDP Corporation
PURPOSE:	P23-0605: Application for Vesting Tentative Map 8676, a single-lot subdivision for the purpose of creating 42 condominiums and common areas.
LOCATION:	2025 Santa Rita Road
GENERAL PLAN:	Commercial, with a Housing Element Site Overlay (HESO)
ZONING:	C-F (Freeway Interchange Commercial District)
EXHIBITS:	A. Draft Resolution Approving VTM B. Vesting Tentative Map 8676 C. Zoning Administrator Report D. Location and Notification Map

BACKGROUND

On October 30, 2023, the Zoning Administrator approved City Ventures' application for Design Review approval pursuant to SB 330 to demolish an existing motel and construct a housing development consisting of 42 three-story townhome-style condominiums ranging in size from approximately 1,400 to 2,150 square feet and related site improvements, on a site located at 2025 Santa Rita Road. (P23-0332). The approximately 1.96-acre site, which is the current location of the Tri-Valley Inn, is among the sites designated for housing in the 2023-2031 6th Cycle Housing Element. The Design Review approval was based on findings consistent with the City's adopted Objective Design Standards for Housing Element Sites, and other applicable objective standards set forth by the City. For additional details on the Design Review application, please refer to the Zoning Administrator staff report (Exhibit C).

At the same hearing, the Zoning Administrator recommended approval of the Vesting Tentative Map to the Planning Commission.

The applicant has submitted a Vesting Tentative Map to convert the approximately 1.96-acre site into one lot for condominium purposes with 42 new townhome condominiums and

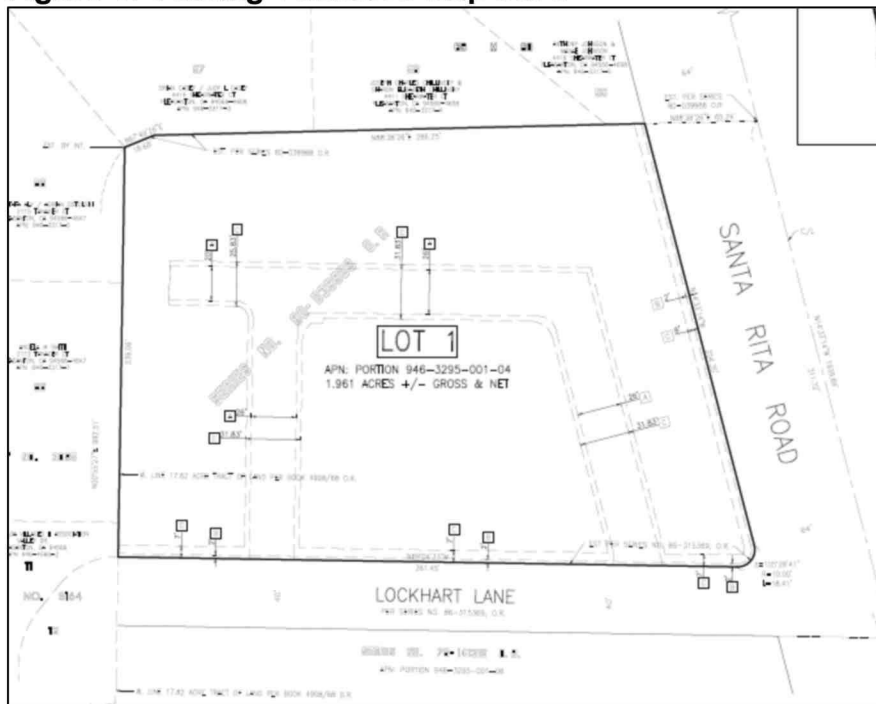
common areas for the internal streets, open space and bioretention areas. A Vesting Tentative Map confers a vested right to proceed with a development in substantial compliance with the ordinances, policies, and standards in effect at the time an application for the map is deemed complete. Vesting tentative maps are reviewed in the same manner as regular tentative maps, and the Planning Commission is the sole reviewing body (unless appealed). Staff has found the Vesting Tentative Map for the project application to be complete and is forwarding it to the Planning Commission for its review.

PROJECT DESCRIPTION

The details of the requested Vesting Tentative Map (Figure 1) are summarized below:

- Create one lot for condominium purposes with 42 townhome-style, attached condominiums (Lot 1).
- Lot 1 includes common area for internal streets, open space and a bio-retention area.
- A Homeowners Association (HOA) would be established and would own and maintain the common area parcel.
- The map will dedicate an approximately 2-foot Public Access Easement along the Santa Rita Road and Lockhart Lane frontages and over the internal streets.
- The map will dedicate an approximately 6-foot Public Access service easement to the City along the Santa Rita Road frontage and a 7-foot Public Access Easement along the Lockhart Lane frontage.
- The project will also dedicate the entirety of Lockhart Lane to the City.

Figure 1: Vesting Tentative Map 8676



DISCUSSION

Review of a tentative map is limited to reviewing its consistency with the approved Design Review project and compliance with State-mandated findings. The Vesting Tentative Map is consistent with the Design Review project approved by the Zoning Administrator, including in the following key aspects:

- The layout of three internal streets, project vehicular access points and buildings is consistent with the Design Review application.

Construction of the project would require implementation of all Conditions of Approval set forth in the Design Review approval for the 42-unit Harmony Condominiums project, and a series of additional conditions are included in Exhibit A of Attachment 1 for the Vesting Tentative Map. Collectively, the project, as conditioned, would allow all of the requisite findings for approval of the Vesting Tentative Map to be made.

PUBLIC NOTICE

Notice of this application was sent to surrounding property owners within a 1,000-foot radius of the site. Staff has provided the location and noticing maps as Exhibit D for reference. The public notice was also published in *The Valley Times*. At the time this report was prepared, no comments were received.

VESTING TENTATIVE MAP FINDINGS

State law and the Zoning Ordinance of the Pleasanton Municipal Code (PMC) set forth the considerations to be addressed in reviewing a Vesting Tentative Map. The Planning Commission must make the following findings that Vesting Tentative Map 8676 conforms to the purposes of the PMC, before making its action.

1. The proposed vesting tentative subdivision map conforms to the zoning regulations/development plan.

The Vesting Tentative Map and improvements conform to the Design Review development plan (P23-0332) approved by the Zoning Administrator, which in turn was determined to be consistent with the General Plan land use designation for this site, as established in the 2023-2031 6th Cycle Housing Element.¹ The map and improvements thus meet this finding.

2. The design of the subdivision provides, to the extent feasible, for future passive or natural heating or cooling opportunities.

¹ Pursuant to Government Code 65589.5(j)(4), a proposed housing development is not inconsistent with the applicable zoning standards and criteria, and shall not require a rezoning, if the housing development project is consistent with the objective general plan standards and criteria but the zoning for the site is inconsistent with the general plan. In this instance, since the City has not yet enacted re-zoning for this and other housing element sites, consistency is evaluated against the General Plan, not the zoning ordinance.

As approved and conditioned in the Design Review development plan, the homes in the project will comply with the City's residential Green Building Ordinance, Climate Action Plan 2.0 and the State's Title 24 Building Energy Efficiency Standards and would be required to incorporate a series of renewable energy design and energy efficiency features. For this development, the homes will exceed Title 24 state energy conservation requirements and have humidity control systems installed.

3. The proposed vesting tentative subdivision map, together with its design and improvement, is consistent with the Pleasanton General Plan.

P23-0332 was found to be consistent with the Pleasanton General Plan and Vesting Tentative Map 8676 was submitted based on the approved development. The proposed subdivision and its improvements are compatible with the applicable objectives, policies, land uses, and programs specified in the General Plan.

4. The subdivision site is physically suitable for this type and density of development.

The property is not in a flood zone or earthquake fault zone and is relatively flat. Project construction would involve minimal site grading and alteration of existing topography. Thus, the project site is physically suitable for the proposed development.

5. The design of the subdivision and improvements covered by the proposed vesting tentative subdivision map will not cause substantial environmental damage and avoidably injure fish and/or wildlife or their habitat.

As part of the Design Review application, the City found no potential for significant environmental effects through the 2023-2031 (6th Cycle) Housing Element Update Program EIR CEQA Guidelines Section 15183 Consistency Checklist for the Harmony Condominium project. P23-0332 includes conditions that require best management practices to be incorporated before and during construction to minimize impacts to groundwater and surface water quality.

6. The design of the proposed subdivision or type of improvements is not likely to cause serious public health problems.

The proposed subdivision meets all applicable City standards pertaining to public health, safety, and welfare (e.g., standards pertaining to public utilities and services, public road design and traffic safety, fire hazards and noise hazards). All public safety measures are addressed through the Objective Design Standards compliant design and conditions of approval for P23-0332 and the Vesting Tentative Map. The street design is satisfactory to the Livermore-Pleasanton Fire Department and Traffic Engineer. The homes will be required to meet the requirements of the California Building Code, Fire Code, and other applicable City codes and/or requirements. The site is free from toxic or hazardous materials and no earthquake, landslide, flooding, or other natural hazards exist at this site.

- 7. The design of the subdivision or its related improvements will not conflict with easements, acquired by the public at large, for access through or use of property within the proposed subdivision.**

There are no existing easements on the project site. This Vesting Tentative Map provides for easements including a public access easement, public service easement and emergency access easement. The design of the subdivision and related improvements does not conflict with the proposed easements.

- 8. The restriction on approving a tentative subdivision map on land covered by a land conservation contract entered into pursuant to the California Land Conservation Act of 1965 (Williamson Act) is not applicable.**

The site is not covered by a land conservation contract, including a Williamson Act contract.

- 9. The discharge of waste from the proposed subdivision would not result in violation of existing requirements prescribed by the California Regional Water Quality Control Board (RWQCB).**

No discharge violation currently exists and sewer capacity is available for this subdivision. The project would not discharge any waste other than domestic sewage and all sewage would be discharged into the city's sanitary sewer system for ultimate treatment. Stormwater runoff would be collected and conveyed through bio-retention basins located on the north and west sides of the parcel. Urban stormwater runoff is required to meet the City's RWQCB permit requirements for urban development.

ENVIRONMENTAL ASSESSMENT

Pursuant to California Environmental Quality Act (CEQA) Guidelines, (Public Resources Code [PRC] § 21000, et seq.), an Environmental Impact Report (EIR) and a Mitigation Monitoring and Reporting Program (MMRP), was prepared and certified by the City of Pleasanton (City) on January 26, 2023 (City of Pleasanton 2023-2031 (6th Cycle) Housing Element Update Program Final Environmental Impact Report, State Clearinghouse No. 2022040091).

A Consistency Checklist has been prepared pursuant to CEQA Guidelines Section 15183 (Projects Consistent with a Community Plan or Zoning) to determine whether the proposed project requires additional environmental review. The Consistency Checklist is attached to this report as Attachment C. CEQA Guidelines Section 15183 mandates that projects consistent with the development density established by existing zoning, community plan, or general plan policies for which an FEIR was certified (in this case the Housing Element Update FEIR) shall not require additional environmental review, except as might be necessary to examine whether there are project-specific significant effects peculiar to the project or its site.

Section 15183 specifies that examination of environmental effects shall be limited to those effects that: (1) are peculiar to the project or the parcel on which the project would be located, and were not analyzed as significant effects in a prior EIR on the zoning action, general plan, or community plan, with which the project is consistent, (2) are potentially significant off-site

impacts and cumulative impacts which were not discussed in the prior EIR prepared for the zoning action, general plan, or community plan, or (3) are previously identified significant effects which, as a result of substantial new information which was not known at the time the EIR was certified, are determined to have a more severe adverse impact than discussed in the prior EIR. Section 15183(c) further specifies that if an impact is not peculiar to the parcel or to the proposed project, has been addressed as a significant effect in the prior EIR, or can be substantially mitigated by the imposition of uniformly applied development policies or standards, then an additional EIR need not be prepared for that project solely on the basis of that impact.

As illustrated by the attached Consistency Checklist, the proposed project is found to be in conformance with the analysis and conclusions of the Housing Element Update FEIR. This determination is based on the following criteria:

1. There are no new significant effects peculiar to the proposed project or its site;
2. There are no new significant effects that were not previously evaluated in the Housing Element Update FEIR;
3. There are no new significant off-site or cumulative impacts that were not analyzed in the Element Update FEIR, and
4. There are no adverse impacts that are more severe than those previously identified in the Element Update FEIR.

The following mitigation measures identified in the Housing Element Update FEIR are applicable to the proposed project, as described in each environmental topic:

- MM AIR-1a
- MM AIR-1b
- MM BIO-1
- MM GEO-6
- MM HAZ-2
- MM NOI-1
- MM NOI-2
- MM TRANS-2

This evaluation concludes the proposed project qualifies for an exemption from additional environmental review under Section 15183 because it is consistent with the development density and land use characteristics established by the City, as analyzed by the Housing Element Update FEIR. Further, the Housing Element Update FEIR adequately anticipated and described the impacts of the proposed project, identified applicable mitigation measures necessary to reduce project-specific impacts, and the proposed project would implement these mitigation measures.

At the October 30, 2023, meeting the Zoning Administrator found the 2023-2031 (6th Cycle) Housing Element Update Program EIR CEQA Guidelines Section 15183 Consistency Checklist for the Harmony Condominium project is adequate to serve as the environmental documentation for this project and satisfy all the requirements of CEQA.

The proposed Vesting Tentative Map 8676 is consistent with the Design Review approval. No new information or changed circumstances which require additional CEQA review has been identified. Therefore, no separate environmental document accompanies the staff report for this item.

CONCLUSION

The proposed subdivision is consistent with the Zoning Administrator-approved Design Review plan and requirements of the Design Review approval and would meet all of the findings for approval of a Vesting Tentative Map as described above. Therefore, staff recommends that Vesting Tentative Map 8676 be approved by the Planning Commission.

STAFF RECOMMENDATION

Staff recommends that the Planning Commission approve Vesting Tentative Map 8676 by taking the following actions:

1. Make the tentative map findings as stated in this report; and
2. Adopt PC-2023-15 approving Vesting Tentative Map 8676 subject to the draft conditions of approval stated in Exhibit A.

Primary Author:

Emily Carroll, Associate Planner, 925-931-5608 or ecarroll@cityofpleasantonca.gov

Reviewed/Approved By:

Julie Harryman, Assistant City Attorney

Melinda Denis, Planning and Permit Center Manager/Deputy Director of Community Development

Ellen Clark, Director of Community Development

**EXHIBIT A
DRAFT CONDITIONS OF APPROVAL**

P23-0605: VTM 8676

2025 Santa Rita Road

November 8, 2023

The applicant is hereby notified, as part of this approval, that (s)he is required to satisfy and maintain compliance with the conditions of approval below. Where approval by the Director of Community Development, Planning Division, Director of Engineering/City Engineer, City Attorney, Chief Building and Safety Official, Fire Department or other City staff is required, review shall be for compliance with all applicable conditions of approval, adopted policies and guidelines, ordinances, laws and regulations, and accepted practices related to the approval. In addition to complying with the conditions below, the applicant is required to comply with all applicable federal, state, and local laws that pertain to this project whether or not specifically noted herein.

This approval is granted for P23-0605, Vesting Tentative Map 8676 approval pursuant to SB 330 to 1) demolish an existing motel; 2) construct a housing development consisting of 42 three-story townhome style condominiums ranging in size from approximately 1,400 to 2,150 square feet and related site improvements; and 3) Vesting Tentative Map located on Assessor Parcel No(s). 946-3295-001-04 at 2025 Santa Rita Road. Development shall be substantially as shown on the project materials listed below:

- a. Civil Plans, Exhibit B, prepared by C&V for City Ventures, dated "Received" on August 31, 2023, and kept on file in the Planning Division of the Community Development Department.

The project materials listed above are collectively the "Approved Plans".

THIS APPROVAL IS GRANTED SUBJECT TO THE FOLLOWING CONDITIONS:

1. **APPROVAL AND REVISIONS:** The proposed development shall be in substantial conformance with the "Approved Plans", except as modified by the following conditions. Minor changes to the plans may be allowed subject to the approval of the Director of Community Development if found to be in substantial conformance with the approved exhibits. Planning Division approval is required before any changes are implemented in site design, grading, architectural design, building colors or materials, green building measures, landscape material, etc.
2. **EXPIRATION** – The approval shall lapse and shall be void 2 years following the effective date of approval of the vesting tentative map application, unless: (1) a final map is approved before the vesting tentative map expires or (2) the applicant has filed a request for: a vesting tentative map extension per Section 19.22.070.D.2, of the PMC. The vesting tentative map shall expire as provided in Section 19.22.070 of the PMC.
3. **CONDITIONS OF APPROVAL CHECKLIST:** The applicant shall submit a "Conditions of Approval Checklist" indicating all conditions in Exhibit A have been satisfied, incorporated into the building permit plans or improvements plans, and/or addressed.

Said checklist shall be incorporated as one of the first four plan sheets of all building permit and engineering permit plan submittals for review by the City prior to issuance of permits.

4. **APPEAL PERIOD:** The final map submission will only be accepted after completion of the appeal period provided in the Municipal Code unless the applicant submits a signed statement acknowledging the plan check fees may be forfeited in the event the approval is overturned on appeal, or the design is significantly changed as a result of the appeal. In no case will a building permit be issued prior to the expiration of the appeal period.
5. **LIABILITY AND INDEMNIFICATION:** To the extent permitted by law, the project applicant shall hold harmless, defend (with counsel acceptable to the City), and indemnify the City, its City Council, its officers, commissions, employee and agents from and against any claim, action, or proceeding brought by a third party against the indemnified parties and/or the applicant to attack, set aside, or void the approval of the project or any permit authorized hereby for the project, including without limitation, reimbursing the City its attorneys' fees and costs incurred in defense of the litigation. The City may, in its sole discretion, elect to defend any such action with attorneys of its choice.

PLANNING DIVISION – 925-931-5600

Fees

6. **FEES:** The applicant shall pay any and all fees to which the property may be subject, prior to issuance of grading and/or building permits, or prior to recordation of the final map, whichever is applicable. The type and amount of the fees shall be those in effect at the time the SB 330 Preliminary application was submitted, April 7, 2023.

ENGINEERING DIVISION

7. **PUBLIC EASEMENT DEDICATIONS:** All public easements shall be dedicated in accordance with California Government Code §7050 and Pleasanton Municipal Code §19.24.190. (Address this condition prior to approval of the map)
8. **PROPERTY ACREAGE DISCREPANCY:** According to the Alameda County Assessor's Map 946-3295, the applicant's property includes 2.47 acres, whereas Sheet C1 from the C&V Consulting plans show 1.96 acres, a difference of 0.51 acres. The Assessor's Map does not reflect Lockhart Lane as property owned in fee by the City. City Council Resolution No. 84-121 includes an illustration of Lockhart Lane which shows 0.35 acres. The mapping effort associated with Vesting Tentative Tract Map 8676 shall reconcile these differences so property taxes can be accurately assessed. **(Address this condition prior to approval of the map)**
9. **SUBDIVISION MAPS:** The subdivision of land is governed by Pleasanton Municipal Code Title 19, as well as the California Government Code §§66410-66499.85 (Subdivision Map Act). All maps are subject to review and approval by the City Engineer. Recordation of the subdivision map shall be coordinated by the applicant's title company, with one full-sized mylar copy of the recorded map returned to the City.

The following statement shall be included on the cover sheet of the map: "I, Adam M. Nelkie, City Engineer of the City of Pleasanton, County of Alameda, State of California, do hereby

state that I have examined the herein embodied map entitled "[MAP NAME/NUMBER]" consisting of [NUMBER OF SHEETS] sheets, this statement being on Sheet 1 thereof and that the [PARCEL OR TRACT] map was presented to me as provided by local ordinance. This map conforms with the requirements of the Subdivision Map Act and of any local ordinances applicable at the time of approval of the tentative map, and the subdivision as shown is substantially the same as it appeared on the tentative map, if any, and any approved alterations thereof. The name of the subdivider is as shown on the statement of owner upon this sheet."

Adam M. Nelkie, Registration No. 78830, City Engineer, City of Pleasanton, County of Alameda, State of California [SIGNATURE LINE], [DATE], [SPACE FOR STAMP]" (Address this condition prior to approval of the map)

10. CITY CLERK'S STATEMENT: For final maps, the following statement shall be included on the cover sheet of the map: "I, Jocelyn Kwong, City Clerk and Clerk of the Council of the City of Pleasanton, County of Alameda, State of California, do hereby state that this final map entitled "[MAP NAME/NUMBER]" consisting of [NUMBER OF SHEETS] sheets, this statement being on Sheet [NUMBER] thereof, was presented to said Council of the City of Pleasanton, as provided by law at a regular meeting held on the [DAY] day of [MONTH], [YEAR] and that said Council of the City of Pleasanton did thereupon by motion duly passed and adopted at said meeting, approved said map and accepted on behalf of the public all parcels of land and easements as offered for dedication to the City of Pleasanton for public use in conformity with the terms of the offer of dedication. The names of the subdividers are as shown on the Owner's Statement upon Sheet 1. In witness whereof, I have hereunto set my hand this [DAY] day of [MONTH], [YEAR]. Jocelyn Kwong, City Clerk, City of Pleasanton, Alameda County, State of California [SIGNATURE LINE]". (Address this condition prior to approval of the map)
11. SUBDIVISION IMPROVEMENT AGREEMENT: Public improvements required as part of the subdivision must be either completed to the satisfaction of the City Engineer prior to map approval, or guaranteed by a Subdivision Agreement. The agreement requires the applicant to post financial security in the form of either a cash deposit, letter of credit, or surety bonds in amounts equivalent to the value of the public improvements. If surety bonds are utilized, the form of the bond language shall be consistent with California Government Code §66499.1 for faithful performance and §66499.2 for labor and materials. The amounts of the bonds shall be 100% of the total estimated value of the public improvements consistent with §66499.3. In addition, the City requires a warranty bond (often referred to as a maintenance bond) for 10% of the estimated value. The warranty bond shall be active for one-year following formal acceptance of the improvements. All submitted securities are subject to review and approval by the City Attorney. In addition, final maps and the associated Subdivision Agreement are subject to approval by the City Council. (Address this condition prior to approval of the map)
12. CITY SURVEYOR: The City utilizes the services of an outside consultant to certify the technical accuracy of subdivision maps as City Land Surveyor pursuant to California Government Code §66451.1. In order to provide this service, the consultant will submit a proposal to the City for the estimated cost of the work. The estimate will be presented to the applicant together with the City's administrative markup according to the City's adopted Master Fee Schedule. Review of the subdivision map cannot commence until the applicant has submitted payment to the City for these costs. If the ultimate fee at the conclusion of the work is less than this payment, the applicant will be refunded the difference. If the ultimate

fee is more than this payment, then the applicant shall submit payment for the difference before the consultant certifies the map.

The following statement shall be included on the cover sheet of the map: "I, [NAME PROVIDED BY CITY], P.L.S, Acting City Surveyor for the City of Pleasanton, Alameda County, California, do hereby state that I have examined this map entitled "[MAP NAME/NUMBER]", and I am satisfied that said map is technically correct. [SIGNATURE LINE], [DATE], [SPACE FOR STAMP]" (Address this condition prior to approval of the map)

13. DEDICATIONS TO THE CITY: Dedications to the City shall conform to the following standards whether dedicated on a subdivision map or by recorded separate instrument: (Address this condition prior to approval of the map)
- a) Right-of-way dedications for roadways or similar access shall be offered irrevocably to the City pursuant to California Government Code Section 7050. Right-of-way is defined in Pleasanton Municipal Code §13.04.010.
 - b) Public Service Easements (PSE) shall be granted to the City in accordance with Pleasanton Municipal Code §19.24.190 and 19.36.110. PSEs shall be offered as an easement for public purposes including but not limited to installation, construction, access, and maintenance of all public services facilities above and below the ground surface including poles, wires, conduits, vaults, cabinets, retaining walls, sanitary sewers, storm drains, gas lines, and water lines as well as all those public utilities and appurtenances thereto as subject to regulation under Pleasanton Municipal Code Chapter 13.04. Consistent with California Government Code Section 66439(d)(3), the offer shall include the statement, "The real property described below is dedicated as an easement for public purposes..."
 - c) Dedications for off-street parking held open to the public shall be granted in conformance with Pleasanton Municipal Code §18.88.130.
 - d) Dedications in fee title shall only be granted upon approval by the City Engineer. Consistent with California Government Code Section 66439(d)(2), the offer shall include the statement, "The real property described below is dedicated in fee for public purposes..."
14. SURVEY MONUMENTS FOR HORIZONTAL CONTROL: Final maps shall include sufficient durable survey monuments to allow the subdivision to be retraced in conformance with Pleasanton Municipal Code §19.24.220. Setting of monuments shall be in accordance with California Government Code §66495-66498. The surveyor shall give notice to the City Engineer when final monuments have been set, and when payment for said work has been received from the subdivider. (Address this condition prior to approval of the map)

END

RESOLUTION NO. PC-2023-16

**RESOLUTION OF THE PLANNING COMMISSION APPROVING VESTING
TENTATIVE MAP 8676,
THE APPLICATION OF CITY VENTURES.**

WHEREAS, City Ventures has applied for Vesting Tentative Map approval to convert the approximately 1.96-acre site located at 2025 Santa Rita Road into one parcel for condominium purposes with 42 condominiums, and inclusive of common areas; and

WHEREAS, zoning for the property is zoned C-F (Freeway Interchange Commercial District) and the General Plan designation is Commercial, with a Housing Element Site Overlay (HESO); and

WHEREAS, at the October 30, 2023, meeting the Zoning Administrator found the 2023-2031 (6th Cycle) Housing Element Update Program EIR CEQA Guidelines Section 15183 Consistency Checklist for the Harmony Condominium project is adequate to serve as the environmental documentation for this project and satisfy all the requirements of CEQA; and

WHEREAS, the proposed Vesting Tentative Map 8676 is consistent with the Design Review application (P23-0332) approved by the Zoning Administrator at the October 30, 2023 hearing; and

WHEREAS, at the October 30, 2023 hearing, the Zoning Administrator recommended Planning Commission approval of Vesting Tentative Map 8676; and

WHEREAS, at its duly noticed public hearing of November 8, 2023, the Planning Commission considered all public testimony, relevant exhibits, and recommendations of the Zoning Administrator and City staff concerning this request; and

WHEREAS, the Planning Commission makes the following findings:

1. The proposed vesting tentative subdivision map conforms to the zoning regulations/development plan.

The Vesting Tentative Map and improvements conform to the Design Review development plan (P23-0332) approved by the Zoning Administrator, which in turn was determined to be consistent with the General Plan land use designation for this site, as established in the 2023-2031 6th Cycle Housing Element.¹ The map and improvements thus meet this finding.

¹ Pursuant to Government Code 65589.5(j)(4), a proposed housing development is not inconsistent with the applicable zoning standards and criteria, and shall not require a rezoning, if the housing development project is consistent with the objective general plan standards and criteria but the zoning for the site is inconsistent with the general plan. In this instance, since the City has not yet enacted re-zoning for this and other housing element sites, consistency is evaluated against the General Plan, not the zoning ordinance.

2. The design of the subdivision provides, to the extent feasible, for future passive or natural heating or cooling opportunities.

As approved and conditioned in the Design Review development plan, the homes in the project will comply with the City's residential Green Building Ordinance, Climate Action Plan 2.0 and the State's Title 24 Building Energy Efficiency Standards and would be required to incorporate a series of renewable energy design and energy efficiency features. For this development, the homes will exceed Title 24 state energy conservation requirements and have humidity control systems installed.

3. The proposed vesting tentative subdivision map, together with its design and improvement, is consistent with the Pleasanton General Plan.

P23-0332 was found to be consistent with the Pleasanton General Plan and Vesting Tentative Map 8676 was submitted based on the approved development. The proposed subdivision and its improvements are compatible with the applicable objectives, policies, land uses, and programs specified in the General Plan.

4. The subdivision site is physically suitable for this type and density of development.

The property is not in a flood zone or earthquake fault zone and is relatively flat. Project construction would involve minimal site grading and alteration of existing topography. Thus, the project site is physically suitable for the proposed development.

5. The design of the subdivision and improvements covered by the proposed vesting tentative subdivision map will not cause substantial environmental damage and avoidably injure fish and/or wildlife or their habitat.

The 2023-2031 (6th Cycle) Housing Element Update Program EIR CEQA Guidelines Section 15183 Consistency Checklist for the Harmony Condominium project, found no potential for significant environmental effects. P23-0332 includes conditions that require best management practices to be incorporated before and during construction to minimize impacts to groundwater and surface water quality.

6. The design of the proposed subdivision or type of improvements is not likely to cause serious public health problems.

The proposed subdivision meets all applicable City standards pertaining to public health, safety, and welfare (e.g., standards pertaining to public utilities and services, public road design and traffic safety, fire hazards and noise hazards). All public safety measures are addressed through the Objective Design Standards compliant design and conditions of approval for P23-0332 and the Vesting Tentative Map. The street design is satisfactory to the Livermore-Pleasanton Fire Department and Traffic

Engineer. The homes will be required to meet the requirements of the California Building Code, Fire Code, and other applicable City codes and/or requirements. The site is free from toxic or hazardous materials and no earthquake, landslide, flooding, or other natural hazards exist at this site.

7. The design of the subdivision or its related improvements will not conflict with easements, acquired by the public at large, for access through or use of property within the proposed subdivision.

There are no existing easements on the project site. This Vesting Tentative Map provides for easements including a public access easement, public service easement and emergency access easement. The design of the subdivision and related improvements does not conflict with the proposed easements.

8. The restriction on approving a tentative subdivision map on land covered by a land conservation contract entered into pursuant to the California Land Conservation Act of 1965 (Williamson Act) is not applicable.

The site is not covered by a land conservation contract, including a Williamson Act contract.

9. The discharge of waste from the proposed subdivision would not result in violation of existing requirements prescribed by the California Regional Water Quality Control Board (RWQCB).

No discharge violation currently exists and sewer capacity is available for this subdivision. The project would not discharge any waste other than domestic sewage and all sewage would be discharged into the city's sanitary sewer system for ultimate treatment. Stormwater runoff would be collected and conveyed through bio-retention basins located on the north and west sides of the parcel. Urban stormwater runoff is required to meet the City's RWQCB permit requirements for urban development.

NOW, THEREFORE, THE PLANNING COMMISSION OF THE CITY OF PLEASANTON RESOLVES THE FOLLOWING:

Section 1. Approves Vesting Tentative Map 8676, the application of City Ventures to subdivide a 1.96-acre site located at 2025 Santa Rita Road into one parcel for condominium purposes with 42 condominiums, and inclusive of common areas, subject to the conditions shown in Exhibit A, attached hereto and made part of this case by reference.

Section 2. This resolution shall become effective 15 days after its passage and adoption unless appealed prior to that time.

PASSED, APPROVED AND ADOPTED by the Planning Commission of the City of Pleasanton at a regular meeting held on November 8, 2023.

AYES:

NOES:

ABSENT:

ABSTAIN:

ATTEST:

Melinda Denis
Secretary, Planning Commission

Brandon Pace
Chairperson

APPROVED AS TO FORM:

Julie Harryman
Assistant City Attorney

2025 SANTA RITA RD.

PLEASANTON, CALIFORNIA



City Ventures



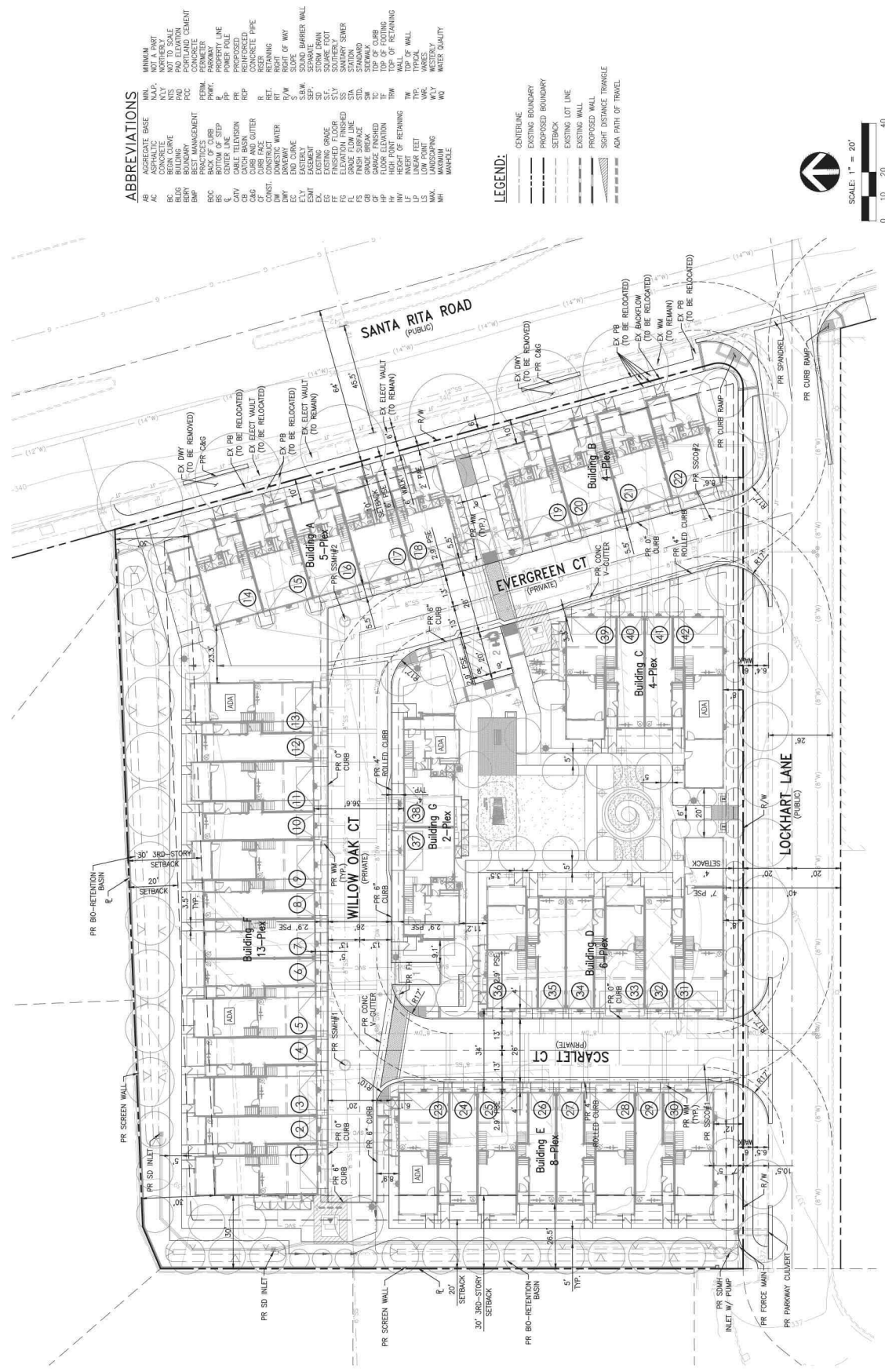
HUNT
HALE
& JONES



PRELIMINARY SITE PLAN

C3

DATE: 08.30.2023
PROJECT: OVEN-160

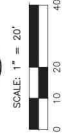


ABBREVIATIONS

AB	AGGREGATE BASE	MIN.	MINIMUM
AC	ASPHALTIC	NOT A PART	
BC	BEGIN CURVE	NTS	NOT TO SCALE
BDD	BUILDING	PAD	PAD ELEVATION
BMP	BEST MANAGEMENT PRACTICE	CONCRETE	CONCRETE
BOD	BIOLOGICAL OXIDATION	PR	PROPOSED
BS	BOTTOM OF STEP	PR	PROPOSED
CA	CATCH BASIN	PR	PROPOSED
CB	CATCH BASIN	PR	PROPOSED
CD	CONSTRUCT	PR	PROPOSED
CE	CONSTRUCT	PR	PROPOSED
CF	CONSTRUCT	PR	PROPOSED
CH	CHIMNEY	PR	PROPOSED
CI	CONSTRUCT	PR	PROPOSED
CM	CONSTRUCT	PR	PROPOSED
CO	CONSTRUCT	PR	PROPOSED
CP	CONSTRUCT	PR	PROPOSED
CS	CONSTRUCT	PR	PROPOSED
CT	CONSTRUCT	PR	PROPOSED
CU	CONSTRUCT	PR	PROPOSED
CV	CONSTRUCT	PR	PROPOSED
CA	CATCH BASIN	PR	PROPOSED
CB	CATCH BASIN	PR	PROPOSED
CD	CONSTRUCT	PR	PROPOSED
CE	CONSTRUCT	PR	PROPOSED
CF	CONSTRUCT	PR	PROPOSED
CH	CHIMNEY	PR	PROPOSED
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CM	CONSTRUCT	PR	PROPOSED
CO	CONSTRUCT	PR	PROPOSED
CP	CONSTRUCT	PR	PROPOSED
CS	CONSTRUCT	PR	PROPOSED
CT	CONSTRUCT	PR	PROPOSED
CU	CONSTRUCT	PR	PROPOSED
CV	CONSTRUCT	PR	PROPOSED
CA	CATCH BASIN	PR	PROPOSED
CB	CATCH BASIN	PR	PROPOSED
CD	CONSTRUCT	PR	PROPOSED
CE	CONSTRUCT	PR	PROPOSED
CF	CONSTRUCT	PR	PROPOSED
CH	CHIMNEY	PR	PROPOSED
CI	CONSTRUCT	PR	PROPOSED
CM	CONSTRUCT	PR	PROPOSED
CO	CONSTRUCT	PR	PROPOSED
CP	CONSTRUCT	PR	PROPOSED
CS	CONSTRUCT	PR	PROPOSED
CT	CONSTRUCT	PR	PROPOSED
CU	CONSTRUCT	PR	PROPOSED
CV	CONSTRUCT	PR	PROPOSED

LEGEND

---	CENTERLINE
---	EXISTING BOUNDARY
---	PROPOSED BOUNDARY
---	SETBACK
---	EXISTING LOT LINE
---	EXISTING WALL
---	PROPOSED WALL
---	SIGHT DISTANCE TRIANGLE
---	ADA PATH OF TRAVEL

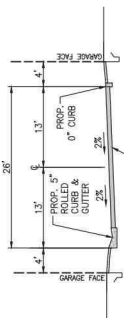
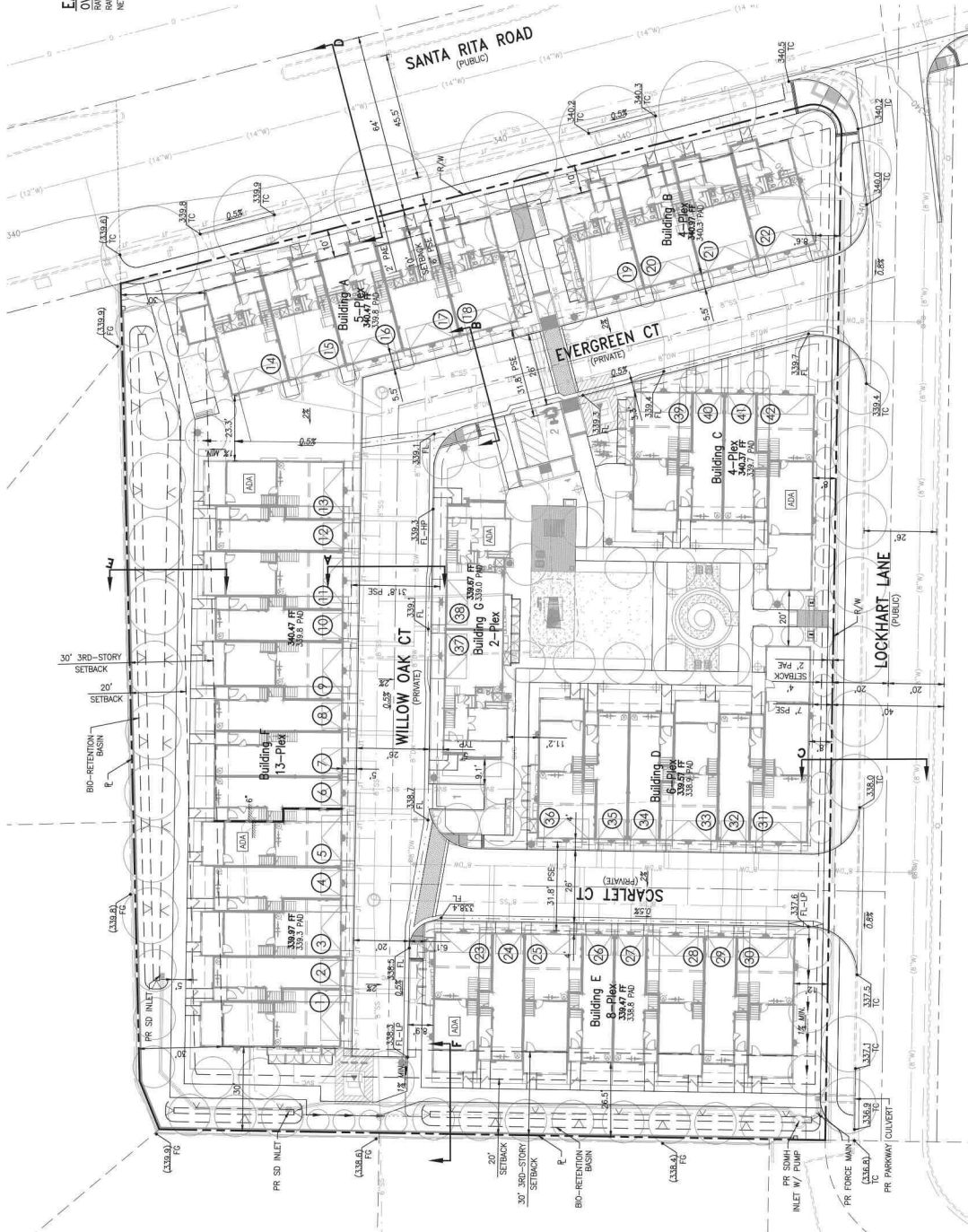


EARTHWORK SUMMARY:

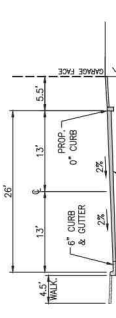
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 EXCAVATION: 85 CY (RL)
 FILL: 912 CY
 NET: 85 CY (RL)



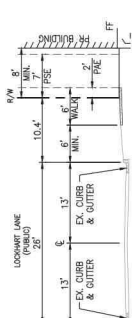
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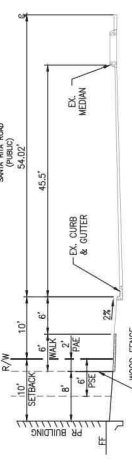
SECTION A
 (PRIVATE DRIVE)
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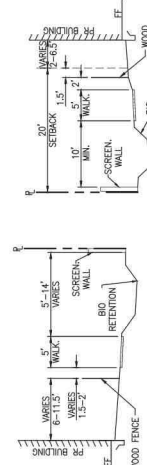
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SECTION C
 (BOUNDARY)
 NOT TO SCALE



SECTION D
 (BOUNDARY)
 NOT TO SCALE



SECTION E
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 NOT TO SCALE

SECTION F
 (BOUNDARY)
 NOT TO SCALE

2025 SANTA RITA RD.

PLEASANTON, CALIFORNIA



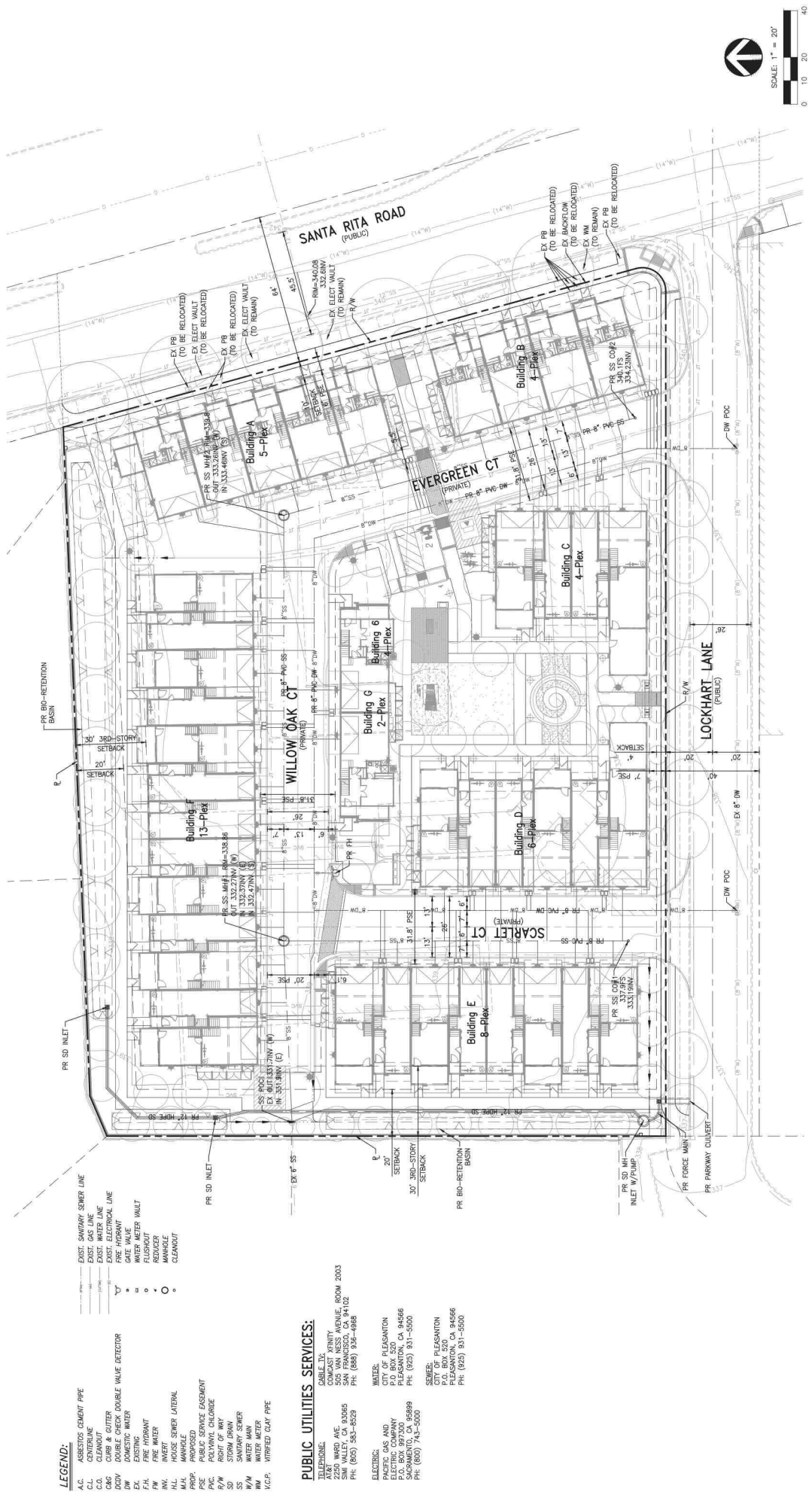
City Ventures



PRELIMINARY GRADING PLAN

C4

DATE: 08.30.2023
 PROJECT: CVEN-160



- LEGEND:**
- A.C. ASBESTOS CEMENT PIPE
 - C.L. CEMENT LINE
 - C.G. CURB & GUTTER
 - D.O.V. DOUBLE CHECK DOUBLE VALVE DETECTOR
 - D.W. DOMESTIC WATER
 - F.H. FIRE HYDRANT
 - F.W. FIRE WATER
 - I.N.V. INVERT
 - M.H. MANHOLE
 - M.H. MANHOLE
 - P.R.P. PROPOSED
 - P.S.E. PUBLIC SERVICE EASEMENT
 - P.W. POTABLE WATER
 - S.D. STORM DRAIN
 - S.S. SANITARY SEWER
 - W.M. WATER MAIN
 - W.P. WET PIPING
 - W.P. WET PIPING
- PUBLIC UTILITIES SERVICES:**
- CABLE TV:**
2250 WARD AVE. ROOM 2003
SAN FRANCISCO, CA 94102
PH: (415) 350-0223
- ELECTRIC:**
PACIFIC GAS AND
ELECTRIC COMPANY
P.O. BOX 320
PLEASANTON, CA 94566
PH: (925) 831-5000
- GAS:**
CITY OF PLEASANTON
P.O. BOX 320
PLEASANTON, CA 94566
PH: (925) 831-5000
- SEWER:**
CITY OF PLEASANTON
P.O. BOX 320
PLEASANTON, CA 94566
PH: (925) 831-5000

2025 SANTA RITA RD.

PLEASANTON, CALIFORNIA



City Ventures



PRELIMINARY UTILITY PLAN

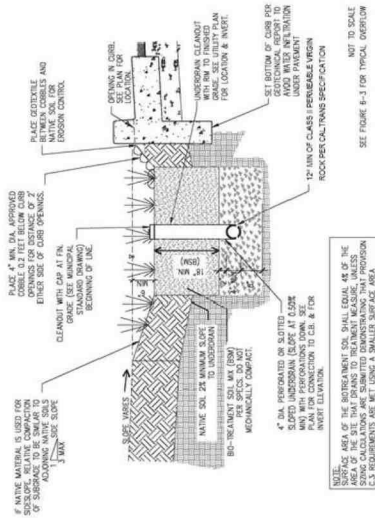
C5

DATE: 08-30-2023
PROJECT: OVEN-160



DMA	DESCRIPTION	AREA (SF)	AREA (AC)	PERVIOUS (SF)	IMPERVIOUS AREA (SF)	PERV %	IMPERV %
A-1	RESIDENTIAL	36,232.3	0.832	12,849.2	23,383.1	35%	65%
A-2	RESIDENTIAL	49,205.5	1.130	37,593.4	11,612.1	24%	76%
TOTAL		85,437.8	1.962	50,442.6	34,995.2	59%	41%

CROSS-SECTION BIO-RETENTION AREA



NTS

2025 SANTA RITA RD.

PLEASANTON, CALIFORNIA



City Ventures



DATE: 08.30.2023
PROJECT: CVEN-160

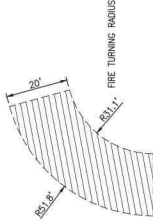


STORM WATER QUALITY CONCEPT PLAN

66

LEGEND:

INDICATES FIRE ACCESS LANE (20' MIN)



PROPOSED RED CURB (NO PARKING)

FIRE HOSE (PULL 150' MAX)

FIRE TRUCK

FIRE HYDRANT

RIGHT OF WAY

PROPOSED

EXISTING

CONSTRUCTION NOTES:

1 "FIRE LANE" - NO PARKING SIGN PER DETAIL HEREON.

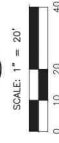


1 NO PARKING SIGN

- BLUE HYDRANT REFLECTOR/MARKER PER CITY OF PLEASANTON FIRE DEPARTMENT SPECIFICATIONS AND REQUIREMENTS.
- FIRE LANE IDENTIFICATION-RED CURBS PER CALIFORNIA FIRE CODE.
- PROPOSED FIRE HYDRANT LOCATION.

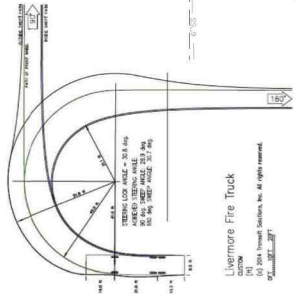
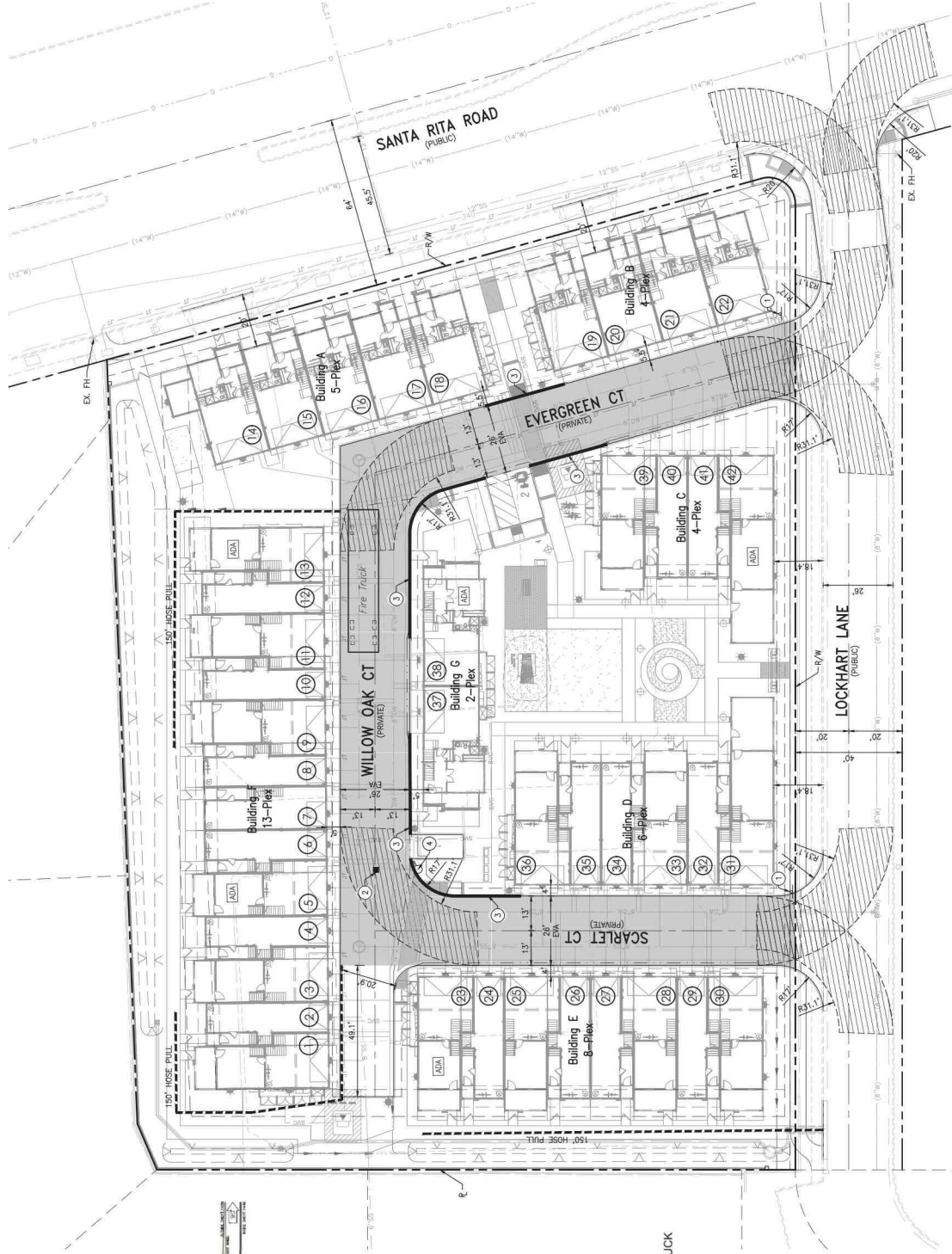
NOTES:

- ALL BUILDINGS ARE 3-STORY UNLESS OTHERWISE NOTED.
- ALL BUILDINGS ARE EQUIPPED WITH AUTOMATIC FIRE SPRINKLER SYSTEMS.
- ALL BUILDINGS HAVE FIRE APPARATUS ACCESS ROADS AND FIRE APPARATUS SHALL BE INSTALLED AND APPROVED BY LIVERMORE-PLEASANTON FIRE DEPARTMENT PRIOR TO CONSTRUCTION OF BUILDINGS.

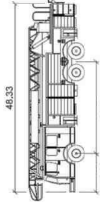


FIRE ACCESS PLAN

DATE: 08.30.2023
PROJECT: OVEN-160



FIRE TRUCK TURNING TEMPLATE



LIVERMORE-PLEASANTON FIRE TRUCK

Height: 21.00'
Width: 14.00'
Length: 48.33'
Lock to Lock Time: 7.0
Steering Angle: 30.8

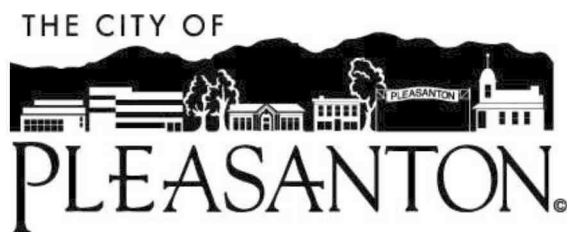
2025 SANTA RITA RD.

PLEASANTON, CALIFORNIA



City Ventures





Zoning Administrator Agenda Report

10:00 a.m. October 30, 2023
Virtual Zoom Meeting

SUBJECT:	P23-0332 & P23-0605, Harmony Condominiums
APPLICANT:	Luke Morris, City Ventures
PROPERTY OWNER:	Pete Patel, KDP Corporation
PURPOSE:	Applications for Design Review (P23-0332) and Vesting Tentative Tract Map (P23-0605) approval pursuant to SB 330 to 1) demolish an existing motel; 2) construct a housing development consisting of 42 three-story townhome style condominiums ranging in size from approximately 1,400 to 2,150 square feet and related site improvements; and 3) Vesting Tentative Map.
LOCATION:	2025 Santa Rita Road
GENERAL PLAN:	Commercial, with a Housing Element Site Overlay (HESO)
ZONING:	C-F (Freeway Interchange Commercial District)
EXHIBITS:	A. Draft Conditions of Approval B. Plans dated "August 31, 2023" C. CEQA Guidelines Section 15183 Consistency Checklist for the Harmony Condominium project D. Mitigation Monitoring and Reporting Program E. Notification and Radius Map

STAFF RECOMMENDATION

Staff recommends the Zoning Administrator:

1. Approve the Design Review (DR) application, filed as P23-0332, based on the required findings and subject to the draft conditions of approval in Exhibit A
2. Recommend approval of Vesting Tentative Tract Map (VTM) 8676, filed as P23-0605, to the Planning Commission.
3. Find the 2023-2031 (6th Cycle) Housing Element Update Program EIR CEQA Guidelines Section 15183 Consistency Checklist for the Harmony Condominium project is adequate to serve as the environmental documentation for this project and satisfy all the requirements of CEQA and adopt the project specific Mitigation Monitoring and Reporting Program (MMRP).

EXECUTIVE SUMMARY

The project consists of the demolition of an existing motel and restaurant on the project site and the construction of 42 townhome-style condominiums, internal streets and group open space. The Zoning Administrator (ZA) may approve, approve with conditions, or deny the application. As proposed and conditioned, staff believes findings can be made to approve the project, including findings of conformance to all relevant objective design and development standards.

BACKGROUND

Site Area and Description

The 1.96-acre project site is currently occupied by the Tri Valley Inn & Suites Motel, which includes 34-motel rooms, office space, parking spaces, and an in-ground pool. A restaurant, Curry Cravings, is also located on the site with a frontage on Santa Rita Road. The project site is surrounded by single-family housing to the north, east, and west with multi-family apartments farther to the southwest and townhomes to the southeast. To the south, the project site is bordered by Mission Plaza, a commercial business development.

The 1.96-acre site is part of a larger, 2.3-acre site that is identified in the Housing Element Update as Area 16 – Tri-Valley Inn. The 2.3-acre site includes the Lockhart Lane right-of-way, which would be granted to the City as part of the project approval process.

Figure 1: Aerial Photograph

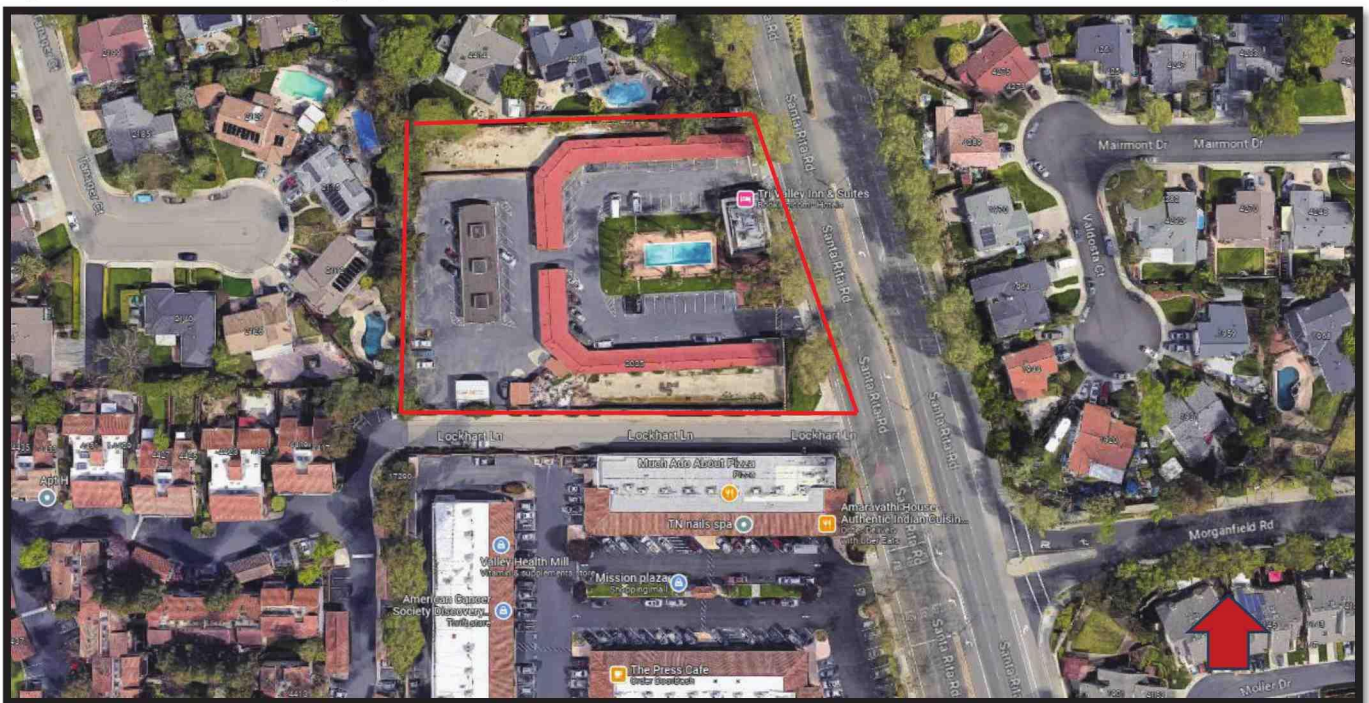


Figure 2: 2025 Santa Rita Road, Street View



General Plan and Zoning

The project site has a General Plan designation of Retail/Highway/Service Commercial Business and Professional Offices, with a zoning designation of Freeway Commercial (C-F). The Housing Element Update designates the project site and adjacent Lockhart Lane as Area 16- Tri Valley Inn.

Concurrent with adoption of the Housing Element Update on June 20, 2023, the City Council adopted the necessary General Plan amendments for the Housing Element sites to allow residential development at the prescribed density. The Housing Element sites are included as Housing Element Sites Overlay (HESO) in the General Plan Land Use Map, and development on the sites must comply with the site-specific densities set forth in the Housing Element. The project site, Area 16, has a density range of 15 to 25 dwelling units per acre, and the project proposes a density of 21.4 dwelling units per acre.

These sites will be zoned “Housing Opportunity Zone District” (HOZ) for residential development, consistent with the applicable design standards established by the City with the intent of ensuring well-designed and attractive projects that minimize aesthetic impacts. The City is currently undertaking these zone changes to add the HOZ for all of the Housing Element Sites with an estimated completion date of December 2023. The existing zoning district for each area/site would continue to be reflected and the provisions of those districts would remain in effect in perpetuity. Pursuant to SB 330, a housing development project cannot be required to rezone the property if it is consistent with the objective general plan standards for the property.

The City has adopted Objective Design Standards (ODS) to implement development consistent with the Housing Element. Objective standards are defined in State Law as “uniformly verifiable by reference to an external and uniform benchmark or criterion available and knowable by both the development applicant or proponent and the public official.” The ODS are applicable to each of the Housing Element sites and include standards that regulate height, setbacks, massing, site planning, lighting, landscaping and building design to ensure projects will be compatible with their surroundings, attractively designed and landscaped, and minimize impact to aesthetic resources. The project is subject to the ODS, including the specific standards for Area 16 that include an increased required setback from existing residential properties.

PROJECT DESCRIPTION

The project proposes seven, three-story buildings with a total of 42 townhome-style condominiums, totaling 69,302-square-feet of residential space. The townhomes would range in size from approximately 1,403 to 2,150 square feet, with either 3 or 4 bedrooms. The project utilizes a modern craftsman style architecture, characterized by the horizontal lap siding mixed with vertical board and batten siding, and gable end detailing. Additional materials include brick veneer detailing, stucco, and composition shingle roofing. The proposed project would also include approximately 20,000 square feet of group open space, three streets and surface parking. Each townhome would have a two-car private garage accessed via common access streets. The project is accessed off Lockhart Lane via Evergreen Court and Scarlet Court. The internal streets loop around the site, with Willow Oak Court dead-ending to provide access to three units at the end of Building F. The project includes the removal of 43 trees on-site including Redwoods, Black Walnuts, Mulberries, and a variety of palm varieties. The existing London Plane trees along Santa Rita Road will be maintained.

OBJECTIVE DESIGN STANDARD CONFORMANCE

The project conforms to the Objective Design Standards, as further described below.

Site Layout & Pedestrian and Vehicular Access

The unit entries are provided off open spaces and public streets per ODS A2.1 and mid-block access is provided with paseos fronting Lockhart Lane and Santa Rita Road. Internal sidewalks have a minimum width of 5-feet and incorporate decorative paving at crossings per ODS A1.1-1.4. Santa Rita Road and Lockhart Lane frontages have a 6-foot-wide sidewalk and 6-foot planting strip per ODS A3.1.

Figure 3: Site Plan



Setbacks

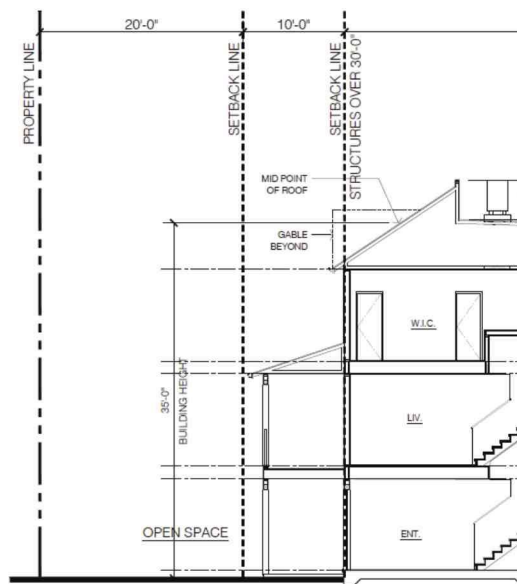
Buildings A and B, front on Santa Rita Road have a 10-foot setback per ODS A3.5. Per ODS B9.2, the Tri-Valley Inn, Site 16 in the ODS and Housing Element requires a 20-foot building setback or shall conform to the prescribed setback in these ODS, whichever is greater, for property lines adjoining existing single-family residential development. The project conforms to standard B9.2.

Building Height

Per the ODS, the maximum allowed height is 36 feet for sites with density between 14-29 units/acre. The maximum building height for the seven buildings ranges from 33-feet 10-inches to 35 feet, measured from adjoining grade to the midpoint of the sloping roof. Per ODS B4.3, screening of rooftop equipment with a minimum 42" parapet is required. The project satisfies both requirements.

Per ODS B9.2, the portion of any structure located within a distance of 30 feet measured perpendicular to the property line adjoining existing residential development, shall not exceed 30 feet in height. Buildings or portions of buildings located beyond this 30-linear-foot measurement may be taller than 30 feet, if allowed by the ODS. On the subject site, the north and west property lines adjoin existing residential. Buildings F and E are setback 20-feet, with the portion of the building within the 30-foot setback area no greater than two stories, or 30 feet in height as illustrated in Figure 4.

Figure 4: Site Section



Unit Mix & Floor Plans

The project provides a mix of three- and four-bedroom units. There are 16 three-bedroom, three-bath units, 17 four-bedroom, 2-bath units and 9 four-bedroom, 3-bath units. The project provides 5 accessible units that meet the ADA visitability requirements, meeting the minimum building code requirements. The developer plans to provide the units such that the fourth bedroom is optional and could be set up as an office should the prospective buyer choose.

Vehicle and Bicycle Parking

Per PMC Section 18.88.030 A(2), vehicle parking is provided for each townhouse by an EV-ready two-car garage. Each garage has a designated bicycle storage area per ODS A7.9 and A7.10. The site also provides two guest parking spaces, including one ADA accessible guest parking space adjacent to the accessible units and group open space area. The project provides a 4-bicycle rack adjacent to the central group open space.

Architecture and Design

The project provides an 8:12 roof pitch per ODS standard B4.2. Design elements including a combination of gable end enhancement details with an 8:12 pitch and 4:12 pitch dormer elements break up the massing and subdivide the roof pursuant to ODS B4.1.

The window placement organizes the façade and creates additional detailing by recessing the windows two inches from the plane of the exterior building wall and providing trim that projects from the face of the building per ODS B3.1. The building elevations lining paseos, Buildings A & B and Buildings C & D provide a minimum of 20 percent of the wall area within 10 feet of ground level fronting on the paseo as windows to provide an “eyes on the street” effect per ODS A6.9.

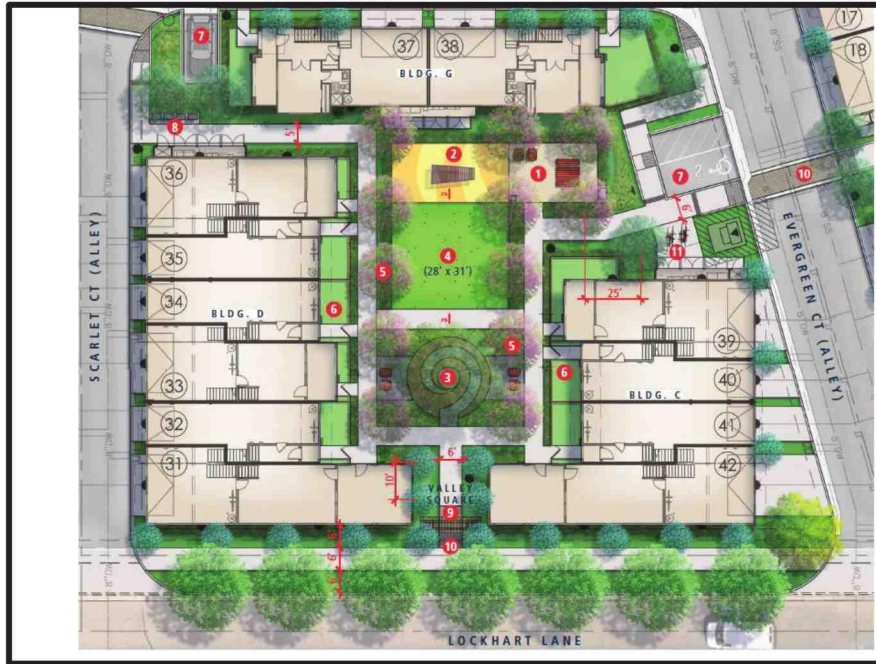
Figure 5: Building A Elevation



Open Space & Amenities

The proposed project would include private yards enclosed by 4-foot wood fences, with lower 3-foot fences along the Santa Rita Road frontage pursuant to ODS A3.2, A8.4 and A8.5. The project features a central group open space available to all residents. The group open space would include a seating area with a barbeque, a children’s play area, an open lawn, a Zen Garden, and landscaping. The ODS requires 160 square feet of group open space per unit, or 6,720 square feet. The central group open space is 8,727 square feet. The project also provides landscaped open spaces along the north and west sides of the site with 5-foot pedestrian pathways. The total open space provided on the site is approximately 20,000 square feet.

Figure 6: Detail view of central open space



Lighting

Lighting on the site is designed per the ODS standards. The ODS lighting standards are in place to ensure that lighting enhances security, contributes to attractive site design, and makes efficient use of energy, with the objective of being designed such that people can safely see their travel path and surroundings in the dark. The project meets the photometric standards outlined in ODS A10.1 and 10.2. Per A10.3 the lighting fixture height does not exceed 25 feet and light will be entirely contained on the site. Pedestrian scale lighting is provided throughout the site on walkways and paseos per ODS 10.4.

Landscaping

The project includes extensive on-site landscaping, including planting street trees in the landscape wells along the Lockhart Lane frontage and planting screening trees along the north and west property lines, meeting the ODS requirements listed in A9. The project conforms with the Landscape standards outlined in section A9, including compliance with the Water Efficiency Landscape Ordinance, Bay Friendly design and tree and shrub species selection that conforms with the “Very Low” and “Low” rating on the Water Use Classification of Landscape Species database. The project includes an approximately 850 square foot turf play lawn in compliance with A9.4 and A9.5, which limits turf areas to a minimum dimension of 10 feet in all directions and requires that grass planting is no more than five percent of all planting areas.

Utilities

The project has been designed to meet the utility and service standards prescribed by the ODS A11, minimizing the impact of utility and mechanical equipment on site. The project would include the installation of all required on-site utilities with connections to municipal systems to serve the new development. The structures would be designed to meet the requirements of the Uniform Building Code, Fire Code, and other applicable City codes. Adequate access would be

provided to the structures for police, fire, and other emergency response vehicles. Stormwater run-off from the site will be treated before leaving the site.

Inclusionary Zoning Ordinance (IZO) and Affordable Housing

PMC Section 17.44.040(A) provides that for all new multiple-family residential projects of 15 units or more, at least 15 percent of the project's dwelling units shall be affordable to very low, and/or low-income households with such units provided on-site. Such units shall also meet the affordability requirements set forth in the ODS, in terms of affordability levels and bedroom mix, as applicable. However, the IZO provides that the applicant may pay the City's Affordable Housing in-lieu fee in-lieu of providing on-site units. The applicant proposes to pay the in-lieu fee and forgo providing affordable units on site. Staff required a third-party consultant review the applicant's pro-forma and provide an independent analysis of the applicant's claim that providing the units on-site is financially infeasible.

Further, pursuant to the IZO, an Affordable Housing Agreement (AHA) must be entered into by the City and the project owner. The agreement shall record the method and terms by which a project owner shall comply with the requirements of this chapter. The approval and/or recordation of this agreement shall take place prior to final map approval or, where a map is not being processed, prior to the issuance of building permits for such lots or units. Per PMC Section 17.44.090, the Affordable Housing Agreement will be reviewed by both the Housing Commission and City Council.

The completion of the AHA is included as a condition of approval.

PROJECT ANALYSIS

General Plan and Housing Element Conformance

The subject site has a General Plan designation of Retail/Highway/Service Commercial Business and Professional Offices with a Housing Element Sites Overlay (HESO) which permits residential uses at a density range of 15 to 25 dwelling units per acre; thus, the project would be consistent with the General Plan Land Use Designation. Below are some of the General Plan Goals, Programs, and Policies the project is consistent with or would promote:

Sustainability

- Program 2.1: Reduce the need for vehicular traffic by locating employment, residential, and service activities close together, and plan development so it is easily accessible by transit, bicycle, and on foot.
- Program 2.8: Require land development that is compatible with alternative transportation modes and the use of trails, where feasible.

Overall Community Development

- Policy 4: Allow development consistent with the General Plan Land Use Map.

Climate Action Plan (CAP) Strategies

- Encourage and facilitate more walking and cycling trips.
- Create the building site context that allows people to walk, bike or take transit rather than drive.

- Decrease travel time and VMT, less idling leads to fuel savings and less consumption and GHG Emissions.

Housing Element

- Policy 1.3: Encourage residential and mixed-use projects to be designed at the maximum building height permitted consistent with standards to be adopted in the Objective Design Standards.
- Policy 2.3: In conformance with the Inclusionary Zoning Ordinance, require each residential and non-residential development to which the Ordinance applies, to include its pro-rata share of housing needs for lower- and moderate- income households or, if the Ordinance criteria are met, to contribute to the Lower Income Housing Fund or propose alternative methods to facilitate the construction of housing affordable to these groups. It is strongly encouraged that the Inclusionary Zoning Ordinance requirements be met by building housing affordable to lower- and moderate-income households. The City will continue to offer incentives to encourage and facilitate the production of affordable inclusionary units, as a component of the Ordinance.
- Policy 6.3: Strongly encourage residential infill in areas where public facilities are or can be made to be adequate to support such development.
- Policy 6.5: Encourage new housing to be located in areas well-served by public transit and the active transportation network (e.g., pedestrian and bicycle facilities), and seek to improve these facilities throughout the city, in order to improve access to all modes of transportation and reduce Vehicle Miles Travelled (VMT) associated with new development.

Zoning and Uses Conformance

The subject site has a zoning designation of Freeway Commercial (C-F). The City is currently undertaking zone changes to add the HOZ for all of the Housing Element Sites with an estimated completion date of December 2023. The existing zoning district for each area/site would continue to be reflected and the provisions of those districts would remain in effect in perpetuity. Pursuant to SB 330, a housing development project cannot be required to rezone the property if it is consistent with the objective general plan standards for the property.

Objective Design Standards Conformance

As described above, the project is consistent with the ODS.

Grading and Drainage

The subject site is relatively level, and the applicant is proposing to generally maintain the existing grades. Site drainage will be directed towards landscaped bio-retention planters located in various areas of the subject site for retention and treatment before draining into the City's storm drain system. As conditioned, staff finds the proposed grading and drainage plan to be acceptable and in compliance with applicable stormwater runoff requirements.

Climate Action Plan 2.0

In 2022, the City adopted Climate Action Plan (CAP) 2.0. The CAP 2.0 was reviewed by the Bay Area Quality Management District (BAAQMD) and was deemed a "Qualified Greenhouse Gas Reduction Strategy" in accordance with the District's CEQA guidelines. Implementation of

the CAP will occur over several years. The CAP consists of amendments to regulations and policies related to Land Use and Transportation, Energy, Solid Waste, and Water and Wastewater, which result in reductions in greenhouse gas emissions in compliance with the targets set by AB 32, California's Global Warming Solutions Act of 2006.

Staff completed an analysis of how the proposed project is consistent with or implements the applicable measures outlined in the City of Pleasanton's CAP. As a residential project located near the Iron Horse trail and a bus line, as well as within a short distance of schools, parks, shopping and services, the proposed project is consistent with Land Use Goal 1 of the CAP: to reduce vehicle miles traveled (VMT) through infill and higher density development. The project will also incorporate bicycle storage areas in each garage for residents that utilize alternative commutes and provides EV ready parking spaces. In addition, several Strategies and Supporting Actions related to water and energy conservation from the CAP are implemented in the proposed project, including the proposed building would be all electric and not contain any new gas facilities.

OBJECTIVE DESIGN STANDARDS FINDINGS AND ANALYSIS

The Zoning Administrator considers and renders a decision regarding whether a project reviewed under the Objective Design Standards with up to 50 residential units complies with applicable objective design standards and related environmental mitigation measures.

Project approval shall be granted when the Zoning Administrator finds that the following findings are met:

- 1. The project complies with the requirements of the objective design standards and any other applicable objective standard established with adopted City plans and documents;**

The purpose of the Objective Design Standards is to ensure projects will be compatible with their surroundings, attractively designed and landscaped, and minimize impact to aesthetic resources. As detailed in this report, the project complies with the Objective Design Standards, the Climate Action plan, and objective standards in the PMC, including parking requirements.

- 2. The project complies with mitigation measures of any applicable environmental document;**

Section 21081.6 of the California Environmental Quality Act (CEQA) and CEQA Guidelines Section 15097 require a Lead Agency to adopt a Mitigation Monitoring and Reporting Program (MMRP) whenever it certifies an Environmental Impact Report in conjunction with a project approval. The purpose of the MMRP is to ensure compliance with the mitigation measures occurs during project implementation.

Pursuant to CEQA Guidelines Public Resources Code Section 21000, et seq., an Environmental Impact Report (EIR) was certified and a Mitigation Monitoring and Reporting Program (MMRP), was adopted by the City of Pleasanton (City) on January 26, 2023 (City of Pleasanton 2023-2031 (6th Cycle) Housing Element Update Program Final Environmental Impact Report, SCH No. 2022040091).

The Consistency Checklist prepared for the proposed Harmony Condominiums Project concluded that project implementation would be consistent with the development evaluated in the EIR and further identified relevant mitigation measures from the EIR that are applicable to the project. This MMRP documents how and when the mitigation measures adopted by the Lead Agency as part of the MMRP for the EIR will be implemented for the proposed project and confirms that potential environmental impacts associated with the proposed project are reduced to less than significant levels as identified in the Consistency Checklist. The Consistency Checklist is attached to this report as Exhibit C. The MMRP is attached to this report as Exhibit D. The project is conditioned to implement the project specific MMRP.

PUBLIC NOTICE / PUBLIC COMMENT

Notice of the application was sent to the surrounding property owners and tenants within a 1,000-foot radius of the site. The applicant also posted an on-site project notification sign pursuant to the on-site project notification policy. At the time this report was published, staff received one public comment, seeking to ensure that ODS standard B9.2 has been met by the project. The project complies with this standard.

ENVIRONMENTAL ASSESSMENT

Pursuant to California Environmental Quality Act (CEQA) Guidelines, (Public Resources Code [PRC] § 21000, et seq.), an Environmental Impact Report (EIR) and a Mitigation Monitoring and Reporting Program (MMRP), was prepared and certified by the City of Pleasanton (City) on January 26, 2023 (City of Pleasanton 2023-2031 (6th Cycle) Housing Element Update Program Final Environmental Impact Report, State Clearinghouse No. 2022040091).

A Consistency Checklist has been prepared pursuant to CEQA Guidelines Section 15183 (Projects Consistent with a Community Plan or Zoning) to determine whether the proposed project requires additional environmental review. The Consistency Checklist is attached to this report as Attachment C. CEQA Guidelines Section 15183 mandates that projects consistent with the development density established by existing zoning, community plan, or general plan policies for which an FEIR was certified (in this case the Housing Element Update FEIR) shall not require additional environmental review, except as might be necessary to examine whether there are project-specific significant effects peculiar to the project or its site.

Section 15183 specifies that examination of environmental effects shall be limited to those effects that: (1) are peculiar to the project or the parcel on which the project would be located, and were not analyzed as significant effects in a prior EIR on the zoning action, general plan, or community plan, with which the project is consistent, (2) are potentially significant off-site impacts and cumulative impacts which were not discussed in the prior EIR prepared for the zoning action, general plan, or community plan, or (3) are previously identified significant effects which, as a result of substantial new information which was not known at the time the EIR was certified, are determined to have a more severe adverse impact than discussed in the prior EIR. Section 15183(c) further specifies that if an impact is not peculiar to the parcel or to

the proposed project, has been addressed as a significant effect in the prior EIR, or can be substantially mitigated by the imposition of uniformly applied development policies or standards, then an additional EIR need not be prepared for that project solely on the basis of that impact.

As illustrated by the attached Consistency Checklist, the proposed project is found to be in conformance with the analysis and conclusions of the Housing Element Update FEIR. This determination is based on the following criteria:

1. There are no new significant effects peculiar to the proposed project or its site;
2. There are no new significant effects that were not previously evaluated in the Housing Element Update FEIR;
3. There are no new significant off-site or cumulative impacts that were not analyzed in the Element Update FEIR, and
4. There are no adverse impacts that are more severe than those previously identified in the Element Update FEIR.

The following mitigation measures identified in the Housing Element Update FEIR are applicable to the proposed project, as described in each environmental topic:

- MM AIR-1a
- MM AIR-1b
- MM BIO-1
- MM GEO-6
- MM HAZ-2
- MM NOI-1
- MM NOI-2
- MM TRANS-2

This evaluation concludes the proposed project qualifies for an exemption from additional environmental review under Section 15183 because it is consistent with the development density and land use characteristics established by the City, as analyzed by the Housing Element Update FEIR. Further, the Housing Element Update FEIR adequately anticipated and described the impacts of the proposed project, identified applicable mitigation measures necessary to reduce project-specific impacts, and the proposed project would implement these mitigation measures (see Exhibit D for MMRP).

CONCLUSION

Staff finds that the proposed site plan and positioning of the buildings are compliant with the Objective Design Standards. The applicant has included an adequate amount of usable open space and landscaped areas within the project, as well as areas for circulation and gathering. Staff finds the building design to be attractive and the architectural style, finish colors, and materials will complement the surrounding development and conform to the ODS requirements. The project also would provide 42 housing units, which assists the City in meeting its housing goals.

Primary Author: Emily Carroll, Associate Planner, 925-931-5608 or ecarroll@cityofpleasantonca.gov.

Reviewed/Approved By:

Melinda Denis, Planning and Permit Center Manager/Deputy Director of Community Development

EXHIBIT A
DRAFT CONDITIONS OF APPROVAL

P23-0332

2025 Santa Rita Road

October 30, 2023

The applicant is hereby notified, as part of this approval, that (s)he is required to satisfy and maintain compliance with the conditions of approval below. Where approval by the Director of Community Development, Planning Division, Director of Engineering/City Engineer, City Attorney, Chief Building and Safety Official, Fire Department or other City staff is required, review shall be for compliance with all applicable conditions of approval, adopted policies and guidelines, ordinances, laws and regulations, and accepted practices related to the approval. In addition to complying with the conditions below, the applicant is required to comply with all applicable federal, state, and local laws that pertain to this project whether or not specifically noted herein.

This approval is granted for a Design Review (P23-0332) approval pursuant to SB 330 to demolish an existing motel and construct a housing development consisting of 42 three-story townhome style condominiums ranging in size from approximately 1,400 to 2,150 square feet and related site improvements; located on Assessor Parcel No(s). 946-3295-001-04 at 2025 Santa Rita Road. Development shall be substantially as shown on the project materials listed below:

- a. Project plans, Exhibit B, prepared by Hunt Hale Jones Architects for City Ventures, dated "Received" on August 31, 2023, and kept on file in the Planning Division of the Community Development Department.
- b. Arborist Report prepared by Horticultural Associates for City Ventures, dated June 1, 2023, and kept on file in the Planning Division of the Community Development Department.
- c. Traffic Impact Analysis prepared by Hexagon Transportation Consultants, Inc. for City Ventures, dated August 18, 2023, and kept on file in the Planning Division of the Community Development Department.
- d. Geotechnical Engineering Report prepared by Quantum Geotechnical for City Ventures dated 7-26-2023 (Project No. K007.G), dated "Received" on August 31, 2023, and kept on file in the Planning Division of the Community Development Department.
- e. Phase I & II Environmental Assessment prepared by Stantec Consulting Services, Inc. for City Ventures, dated "Received" on April 10, 2023, and kept on file in the Planning Division of the Community Development Department.
- f. Hydrology Report prepared by C&V Consulting, Inc. for City Ventures dated August 2023, and kept on file in the Planning Division of the Community Development Department.
- g. Mitigation Monitoring and Reporting Program for the Harmony Condominiums Project CEQA Guidelines Section 15183 Consistency Checklist dated October 20, 2023 prepared by First Carbon Solutions for the City of Pleasanton and kept on file in the Planning Division of the

Community Development Department.

The project materials listed above are collectively the “Approved Plans”.

THIS APPROVAL IS GRANTED SUBJECT TO THE FOLLOWING CONDITIONS:

1. **APPROVAL AND REVISIONS:** The proposed development shall be in substantial conformance with the “Approved Plans”, except as modified by the following conditions. Minor changes to the plans may be allowed subject to the approval of the Director of Community Development if found to be in substantial conformance with the approved exhibits. Planning Division approval is required before any changes are implemented in site design, grading, architectural design, building colors or materials, green building measures, landscape material, etc. This approval shall be contingent upon the approval of the Vesting Tentative Map submitted simultaneously dated August 30, 2023 (P23-0605).
2. **EXPIRATION** – The design review approval shall lapse and shall be void 2 years following the effective date of approval of both the design review and vesting tentative map, unless: (1) a final map is approved before the vesting tentative map expires, and then the term of development rights shall be as set forth in Section 19.22.070 of the PMC; (2) prior to expiration a building permit is issued and construction is commenced and diligently pursued to completion; (3) the applicant has filed a request for: (a) design review approval extension pursuant to the provisions of Section 18.12.030 of the PMC, or (b) a vesting tentative map extension per Section 19.22.070.D.2, of the PMC. The vesting tentative map shall expire as provided in Section 19.22.070 of the PMC.
3. **CONDITIONS OF APPROVAL CHECKLIST:** The applicant shall submit a “Conditions of Approval Checklist” indicating all conditions in Exhibit A have been satisfied, incorporated into the building permit plans or improvements plans, and/or addressed. Said checklist shall be incorporated as one of the first four plan sheets of all building permit and engineering permit plan submittals for review by the City prior to issuance of permits.
4. **APPEAL PERIOD:** The building permit submittal will only be accepted after completion of the appeal period provided in the Municipal Code unless the applicant submits a signed statement acknowledging the plan check fees may be forfeited in the event the approval is overturned on appeal, or the design is significantly changed as a result of the appeal. In no case will a building permit be issued prior to the expiration of the appeal period.
5. **LIABILITY AND INDEMNIFICATION:** To the extent permitted by law, the project applicant shall hold harmless, defend (with counsel acceptable to the City), and indemnify the City, its City Council, its officers, commissions, employee and agents from and against any claim, action, or proceeding brought by a third party against the indemnified parties and/or the applicant to attack, set aside, or void the approval of the project or any permit authorized hereby for the project, including without limitation, reimbursing the City its attorneys’ fees and costs incurred in defense of the litigation. The City may, in its sole discretion, elect to defend any such action with attorneys of its choice.

PLANNING DIVISION – 925-931-5600

Site Development and Building Design

6. **BUILDING MATERIALS AND COLORS:** The building materials and colors in the Approved Plans shall be stated on the building permit plans.
7. **PAVING MATERIALS:** The color, material, design, and product specifications for the paving materials used on-site shall be in conformance with the Approved Plans and included with the building permit submittal. Any proposed modifications to the final paving design details shall be subject to review for conformance to the Objective Design Standards.
8. **WINDOWS:** Manufacturer type, design, material, and installation details for all windows within the project shall be specified for each unit/building in conformance with the Approved Plans in the building permit submittal. Any proposed modifications shall be subject to review for conformance to the Objective Design Standards by the Planning Division prior to issuance of building permits.
9. **FENCE/WALL:** All fencing and walls shall be shown on the construction plans with the building permit submittal in conformance with the Approved Plans. Any proposed modifications shall be subject to review for conformance to the Objective Design Standards by the Planning Division prior to issuance of building permits.
10. **LIGHTING PLAN:** The applicant shall submit a lighting plan with the building permit submittal in conformance with the Approved Plan. The plan shall include photometric contours, manufacturer's specifications on the fixtures, and mounting heights. Any proposed modifications shall be subject to review for conformance to the Objective Design Standards by the Planning Division prior to issuance of building permits.
11. **PAD AND SETBACK CERTIFICATION:** The applicant shall submit a pad elevation certification prepared by a California licensed land surveyor or registered civil engineer to the Chief Building Official and Director of Community Development certifying the pad elevations and building locations (setbacks) are conforming to the approved plans, prior to receiving a foundation inspection for the structures.
12. **BUILDING HEIGHT CERTIFICATION:** The applicant shall submit a building height certification prepared by a California licensed land surveyor or civil engineer to the Director of Community Development before the first framing or structural inspection by the Building and Safety Division. The height of the structures shall be surveyed and verified as being in conformance to the approved building heights as shown on Exhibit B or as otherwise conditioned.
13. **FINAL INSPECTION:** Final inspection of each building by the Planning Division is required prior to that building's occupancy.
14. **TRANSFORMERS:** New electrical transformers shall be placed underground, or aboveground and screened from view to the satisfaction of the Director of Community Development. Details of the new electrical transformers, and any screening architecturally compatible with the building, shall be included in the building permit submittal and shall be subject to the review and approval of the Director of Engineering/City Engineer and Director of Community Development prior to building permit issuance.
15. **MECHANICAL EQUIPMENT – SCREENING:** The applicant shall effectively screen from view all ducts, meters, air conditioning equipment, and any other mechanical equipment, whether on the structure, on the ground, or on the roof, with materials architecturally compatible with the building in conformance with the Approved Plan and Objective Design Standards. Screening

details shall be shown on the plans submitted for building permit. All required screening shall be installed prior to final occupancy.

16. **RECYCLING AND COMPOSTING PROGRAMS:** The project shall comply with the current City/Pleasanton Garbage Service recycling and composting programs and Pleasanton Municipal Code Chapter 9.23 Organics Reduction and Recycling.

Green Building and Sustainability Measures

17. **ALL-ELECTRIC:** This project is to have no new gas infrastructure installed. This shall be reflected in the plans submitted for Building Permits.

Construction Practices and Noticing

18. **WORK HOURS:** All demolition and construction activities, inspections, plan checking, material delivery, staff assignment or coordination, etc., shall be limited to the hours of 8 a.m. to 5 p.m., Monday through Saturday. No construction shall be allowed on State or Federal Holidays or Sundays. The Director of Community Development may allow earlier "start times" or later "stop times" for specific construction activities, e.g., concrete pouring. All construction equipment shall meet Department of Motor Vehicles (DMV) noise standards and shall be equipped with muffling devices. Prior to construction, the hours of construction shall be posted on site.
19. **CONSTRUCTION PARKING:** Campers, trailers, motor homes, or any other similar vehicle are not allowed on the construction site except when needed as sleeping quarters for a security guard subject to receipt of a temporary conditional use permit (per PMC 18.116.010.E).
20. **CONSTRUCTION TRAILERS:** A construction trailer shall be allowed to be placed on the project site for daily administration/coordination purposes during the construction period.
21. **CONSTRUCTION AND PARKING MANAGEMENT PLAN:** The applicant shall prepare a construction and parking management plan to address impacts and parking demands during the construction phase of the project. The construction and parking management plan shall be subject to review and approval by the City Traffic Engineer and Director of Community Development prior to issuance of a demolition permit, or the first building permit, whichever comes first. The following items shall be incorporated into the construction and parking management plan:
 - a. Show truck route for construction and delivery trucks that does not include neighborhood residential streets, unless approved by the City Traffic Engineer;
 - b. Show construction vehicles and equipment parking area, materials storage, temporary fencing, construction trailer location, and construction contractors/workers parking area.
 - c. Sidewalk closure or narrowing is not allowed during on-site construction activities without prior approval by the City.
22. **PORTABLE TOILETS:** Portable toilets used during construction shall be kept on the project site and as far as possible from existing residences and shall be emptied to prevent odor.
23. **EXCESS SOIL AND SOIL STOCKPILING:** All excess soil from the site shall be off-hauled from the site and disposed of in a lawful manner. No temporary stockpiling of dirt on this site shall occur unless approved with the grading plans or without specific review and approval by the

Director of Community Development.

24. **NOTICE OF CONSTRUCTION:** Prior to construction, the applicant shall notify neighbors within 300-feet of the project site of the construction schedule in writing. Such notice shall include contact names and numbers for property owner, agent or contractor.
25. **DISTURBANCE COORDINATOR:** The applicant shall designate a “disturbance coordinator” who shall be responsible for responding to any complaints regarding construction noise, dust, construction parking, etc. The coordinator (who may be an employee of the general contractor) shall determine the cause of the complaint and shall require the implementation of reasonable measures warranted to correct the problem. A telephone number of the disturbance coordinator shall be posted on the construction site fence and on the notification sent to neighbors adjacent to the site. The sign shall also list an emergency after-hours contact number for the disturbance coordinator, or designee.
26. **ARCHAEOLOGICAL AND TRIBAL CULTURAL RESOURCES TRAINING FOR CONSTRUCTION STAFF:** An Archaeologist who meets the Secretary of the Interior’s qualification standards for archaeology shall attend the pre-construction meeting with the contractors to provide Worker Environmental Awareness Program (WEAP) training for all construction personnel who will be engaging in ground-disturbing activities. If a culturally affiliated Native American tribe has expressed interest in the project, a representative from the tribe(s) shall be invited to participate. The training shall include a brief review of the cultural sensitivity of the proposed project and the surrounding area; what resources could potentially be identified during earthmoving activities, along with visual aids/appropriate examples of those resources; applicable federal, State, and local statutes governing the protection of archaeological resources; and the protocols that apply in the event unanticipated cultural resources are identified, including who to contact and appropriate avoidance measures until the find(s) can be properly assessed. A sign-in sheet shall be circulated and returned to the project planner as confirmation the training has taken place.
27. **CULTURAL RESOURCES:** In the event that human remains are discovered during grading and construction of the project, work shall stop immediately. There shall be no disposition of such human remains, other than in accordance with the procedures and requirements set forth in California Health and Safety Code Section 7050.5 and Public Resources Section 5097.98. These code provisions require notification of the County Coroner and the Native American Heritage Commission, who in turn must notify the persons believed to be most likely descended from the deceased Native American for appropriate disposition of the remains.

Fees

28. **FEES:** The applicant shall pay any and all fees to which the property may be subject, prior to issuance of grading and/or building permits, or prior to recordation of the final map, whichever is applicable. The type and amount of the fees shall be those in effect at the time the SB 330 Preliminary application was submitted, April 7, 2023.
29. **SEWER FEES:** The applicant shall pay the applicable Dublin-San Ramon Services District (DSRSD) and City sewer connection fees prior to building permit issuance.

Environmental

30. Project must comply with the Mitigation Monitoring and Reporting Program prepared by First Carbon Solutions for the City of Pleasanton dated October 20, 2023.
31. This site is, and will continue to be, in exceedance of the County's VMT thresholds. In order to be consistent with or below the VMT levels studied in the Housing Element FEIR (State Clearinghouse No. 2022040091), the project must implement the TDM program dated August 15, 2023. **Project specific condition.**
32. Prior to the issuance of a grading or building permit, the project applicant shall submit an air quality construction plan that includes BAAQMD basic Best Management Practices.
- All exposed surfaces (e.g., parking areas, staging areas, soil piles, graded areas, and unpaved access roads) shall be watered two times per day.
 - All haul trucks transporting soil, sand, or other loose material off-site shall be covered.
 - All visible mud or dirt track-out onto adjacent public roads shall be removed using wet power vacuum street sweepers at least once per day. The use of dry power sweeping is prohibited.
 - All vehicle speeds on unpaved roads shall be limited to 15 miles per hour (mph).
 - All roadways, driveways, and sidewalks to be paved shall be completed as soon as possible. Building pads shall be laid as soon as possible after grading unless seeding or soil binders are used.
 - All excavation, grading, and/or demolition activities shall be suspended when average wind speeds exceed 20 mph.
 - All trucks and equipment, including their tires, shall be washed off prior to leaving the site.
 - Unpaved roads providing access to sites located 100 feet or further from a paved road shall be treated with a 6- to 12-inch layer of compacted layer of wood chips, mulch, or gravel.
 - Publicly visible signs shall be posted with the telephone number and name of the person to contact at the lead agency regarding dust complaints. This person shall respond and take corrective action within 48 hours. The Air District's General Air Pollution Complaints number shall also be visible to ensure compliance with applicable regulations.
33. The red curbs at Lockhart Lane, which are currently faded shall be repainted to ensure that parking does not interfere with a safe site distance. **Project Specific Condition.**

Other

34. The Home Owners Association shall include restrictions in the CC&R's on smoking at the site in conformance with Pleasanton Municipal Code Chapter 9.27 Restrictions On Smoking At Condominiums, Townhomes And Buildings With Three Or More Attached Units.

HOUSING DIVISION – 925-931-5007

35. **AFFORDABLE HOUSING AGREEMENT:** The applicant shall execute a City Council-approved Affordable Housing Agreement which sets forth the methodology for the applicant's compliance with Pleasanton Municipal Code requirements and the applicable Objective Design Standards which agreement shall be recorded prior to or concurrently with the final map. **(Project Specific Condition)**

BUILDING AND SAFETY DIVISION – 925-931-5300

36. **BUILDING AND FIRE CLEARANCE:** Prior to issuance of a business license, the applicant shall contact the Building and Safety Division and the Fire Department to ensure the proposed use of the tenant space meets Building and Fire Code requirements. If required, the applicant shall obtain all appropriate City permits.
37. **PHASED OCCUPANCY:** If building occupancy is proposed to be phased, the applicant shall submit a phasing plan to the Chief Building and Safety Official for review and approval.
38. **DIGITAL PLAN SUBMITTAL REQUIREMENT – COMMERCIAL, MULTI-FAMILY RESIDENTIAL AND CONDOMINIUM PROJECTS:** The applicant shall submit site plan and building information to the City's Geographic Information Services (GIS) Division in a digital format prior to issuance of the building permit. All changes or revisions to the approved plans during construction which affect the digital submittal, shall be resubmitted for GIS review no later than one month prior to scheduling a final inspection. The updated digital submittal will be checked and approved before the building permit will be finalized and certificate of occupancy granted (if applicable). For phased project, the digital submittal must be approved prior to the first occupancy of any phase. The information will be used for public safety and emergency response planning by the Police and Fire Departments. Refer to the "Digital Plan Submittal Requirements" for necessary data and file formatting requirements.

TRAFFIC DIVISION

39. The applicant or responsible party shall pay any traffic impact fees for the development consistent with condition of approval 28. This fee shall be paid prior to issuance of a building permit.
40. Comprehensive traffic control measures shall be implemented during construction, including scheduling of major truck trips and deliveries, to avoid peak travel hours. If necessary, as determined by the Traffic Engineer, proper lane closure procedures such as flagger stations, signage, cones, and other warning devices shall be implemented during construction.
41. The haul route for all materials to and from the project site shall be approved by the City's Traffic Engineer prior to issuance of a building permit, and shall include the provision to monitor the street surfaces used for the haul route so that any damage and debris attributable to the haul trucks is identified and corrected at the expense of the project applicant or developer.
42. The plans submitted to the Building and Safety Division for plan check shall include improvement plans for this development that contain signage and striping details. Said improvement plans shall be subject to the review and approval of the City Traffic Engineer prior to building permit issuance.

LANDSCAPE ARCHITECTURE DIVISION – 925-931-5672

Landscaping

43. **LANDSCAPING:** Detailed landscape and irrigation plans encompassing all planting areas, both on-site and off-site, shall be included in the building permit plans. All plans shall be prepared by a licensed landscape architect and shall provide the species, location, size, quantities, and

spacing of all plants. Minimum plant sizes are 1-gallon containers for ground cover, 5-gallon containers for shrubs, and 15-gallon containers for trees. Plant species shall be of a drought-tolerant nature and the irrigation design shall utilize low-volume drip, bubbler, or other water conserving irrigation systems to the maximum extent possible. The drawings shall be subject to the review and approval of the City Landscape Architect prior to building permit issuance.

44. **WATER EFFICIENT LANDSCAPE ORDINANCE (WELO):** The project shall comply with the City of Pleasanton's Water Efficient Landscape Ordinance (WELO) and Bay Friendly Basics Landscape Checklist. The applicant shall submit a Landscape Documentation Package in PDF format to the Landscape Architecture Division, which shall be subject to review and approval by the City Landscape Architect prior to building permit issuance. The Landscape Documentation Package shall include:
- a. Project Information;
 - b. Water Efficient Landscape Worksheet;
 - c. Soil management report;
 - d. Landscape design plan;
 - e. Irrigation design plan; and
 - f. Grading design plan.
45. **CERTIFICATE OF COMPLETION:** Upon completion of construction and prior to final inspection by the Building and Safety Division, the applicant's landscape architect shall submit a Certificate of Completion Package in PDF format to the Landscape Architecture Division for review and approval. The Certificate of Completion Package shall include:
- a. Project information sheet;
 - b. Certificate of installation according to the landscape documentation package;
 - c. Irrigation scheduling;
 - d. Schedule of irrigation, landscape and irrigation maintenance;
 - e. Landscape irrigation audit report; and
 - f. Soil management report (if not previously submitted).
46. **LANDSCAPING INSTALLATION:** Prior to building permit final for each building, all landscaping for that building, as determined by the City Landscape Architect, shall be installed as shown on the approved building permit set and shall be inspected and approved by the Landscape Architecture Division.
47. **CONCRETE CURBS:** 6-inch vertical concrete curbs, with curb cuts or flush curbs with wheel stops, if determined to be acceptable by the City Engineer and Director of Community Development, shall be installed between all paved and landscape areas, in conformance with the City's Standard Specifications and Details.
48. **EROSION CONTROL:** For purposes of erosion control, the applicant shall plant a hydro seed mixture designed by the applicant's landscape architect and approved by the Landscape Architecture Division prior to installation. The erosion control shall be maintained by the applicant until permanent landscaping is in place.
49. **BACKFLOW AND IRRIGATION METER SCREENING:** All backflow prevention devices and above ground irrigation controls shall be located and screened to minimize their visual impacts. These devices with their proposed screening shall be shown on the landscaping and utility plans submitted with the building permit plans or improvement plans and shall be subject to the review

and approval of the City Landscape Architect prior to their installation. If above-ground, they shall be painted forest green or an equivalent dark-green color. Screens shall consist of berms, walls, or landscaping satisfactorily integrated into the landscape plan. Landscape screens shall include shrubbery designed by species and planting density to establish a complete screen within 1 year from the date of planting. Weather protection devices, such as measures to protect pipes from freezing, shall require approval by the City Landscape Architect prior to use; at no time shall fabric or other material not designed and/or intended for this purpose be wrapped around or otherwise placed on these devices. **Project Specific**

50. MAINTENANCE: The applicant and all future owners of the property shall, at no expense to the City, maintain all the landscaped areas related to the project in a healthful, attractive and reasonably weed-free manner consistent with the approved landscape plan, for the duration of the existence of the project.
51. SITE LIGHTING: All site lighting shall be designed for consistency with the International Dark-Sky Association's (IDA) Model Lighting Ordinance and the Objective Design Standards. This project site shall be considered to be in an LZ-2 zone for design purposes. Lighting shall be subject to review and approval by the City Landscape Architect prior to building permit issuance. **Project Specific**
52. BAY-FRIENDLY SCORECARD: The bay-friendly scorecard will require updating to maintain consistency with the plans while still meeting the minimum requirements as specified in ODS A9.2. For instance, the scorecard states that 80% of the existing mature healthy trees will be retained, but this is inaccurate. **Project Specific**

Trees

53. TREE REPORT: The applicant shall update the tree report prepared by John Meserve at Horticultural Associates dated June 1, 2023, to specifically state which trees are heritage trees and which are not, and what the value of each tree is. The tree protection measures stated in the arborist report shall be printed and shown on the plans. No tree trimming or pruning other than that specified in the tree report shall occur. The applicant shall arrange for the Project Arborist to conduct a field inspection prior to building permit issuance to ensure all recommendations have been properly implemented. The Project Arborist shall certify in writing all recommendations have been followed. **Project Specific**
54. TREE REMOVAL MITIGATION: Any trees approved to be removed by the City shall have its full value paid into the City's Urban Forestry Fund. A credit for replanting trees shall be as follows:
- a. \$250 credit for a 15-gallon size replacement tree;
 - b. \$500 credit for a 24-inch box size replacement tree; and
 - c. \$1,000 credit for a 36-inch box size replacement tree.
- Project Specific**
55. TREE BOND: Any tree affected by development/construction must be protected per the Municipal Code. The applicant shall post cash, letter of credit, bond by a reputable surety, or other security satisfactory to the Director of Engineering/City Engineer, for all Heritage Trees and any other significant tree as deemed by the City Landscape Architect. This bond or security will be for the value of the tree(s), up to a maximum of \$100,000, and shall be held for a

minimum of 1 year following acceptance of public improvements or completion of construction, whichever is later, and shall be forfeited if the trees are destroyed or substantially damaged. An arborist shall be onsite during any tree work (i.e. root pruning, trimming, setting up tree protection, etc.). The bond or security may be released early with a certification letter by the arborist confirming he/she was present during said tree work and work was performed in accordance with the arborist's recommendations.

56. **ROOT CONTROL BARRIER:** The applicant shall provide root control barriers and 4-inch perforated pipe for all trees located within 8-feet of pavement or other hardscape, determined by the City Landscape Architect. Root barriers shall be located along the edge of the pavement wherever the tree is within 8-feet of pavement or hardscape. Information and details shall be included in the landscape plan submittal for review and approval by the Landscape Architecture Division.
57. **TREE PRUNING:** Pruning shall be conducted by a certified arborist familiar with the International Society of Arboriculture (ISA) pruning guidelines and shall comply with the guidelines established by the ISA, Tree Pruning Guidelines, current edition, to maintain the health of the trees.
58. **TREE PROTECTION FENCING:** Prior to issuance of a grading or building permit, the applicant shall install temporary 6-foot tall chain-link fencing (or other fence type acceptable to the Landscape Architecture Division) outside of the existing tree drip lines. The location of the tree protection fencing shall be shown on the demolition plans (if applicable), grading, building, and/or landscape plans. The fencing shall remain in place until final landscape inspection by the Landscape Architecture Division. Removal of such fencing prior to approval may result in a "stop work order."
59. **PROJECT PLANS:** The following statements shall be printed on the demolition, grading and landscape plans where applicable to the satisfaction of the City Landscape Architect prior to issuance of building permits:
- a. No existing tree may be trimmed or pruned without prior approval by the City Landscape Architect.
 - b. Utilize best efforts to locate any new utility trenches outside of the existing canopy of the trees to be saved. If this is not feasible, the applicant shall submit a report from a certified arborist acceptable to the City indicating trenching will not be detrimental to the health of the tree.
 - c. Nothing may be stored within the dripline of the tree canopies. This includes equipment, oil, gas, chemicals, harmful materials, fill or storage.
 - d. No oil, gasoline, chemicals, or other harmful materials shall be deposited or disposed within the dripline of the trees or in drainage channels, swales, or areas that may lead to the dripline.
 - e. No sign, wires, or ropes shall be attached to the trees.
 - f. No stockpiling/storage of construction materials, fill, etc., shall take place underneath or within 5-feet of the dripline of the existing trees.
 - g. No equipment or temporary structures shall be placed within or beneath the dripline of the existing trees.

Failure to comply with these requirements may result in a “stop work order”.

FIRE DEPARTMENT – 925-454-2361

The Fire Prevention Bureau reviews building/civil drawings for conceptual on-site fire mains and fire hydrant locations only. Plan check comments and approval DO NOT include: 1.) Installation of the on-site fire mains and fire hydrants. Specific installation drawings submitted by the licensed underground fire protection contractor shall be submitted to the Fire Prevention Bureau for approval; and 2.) Backflow prevention or connections to the public water mains.

60. FIRE HAZARDS: The project developer shall keep the site free of fire hazards from the start of lumber construction until the final inspection.
61. FIRE CODE: All construction shall conform to the requirements of the 2022 Pleasanton Fire Code and local ordinances. All required permits shall be obtained prior to work commencement.
62. SITE SAFETY: Site safety during construction shall be in accordance with Fire Code chapter 33.
63. FIRE SPRINKLERS: Automatic fire sprinklers shall be installed in all occupancies in accordance with the 2022 Pleasanton Building, Fire and Residential Codes with local amendments and ordinances.
64. EMERGENCY RESPONDER RADIO: Emergency responder radio coverage shall be provided in accordance with section 510 of the Fire Code.
65. FIRE PROTECTION FACILITIES: Prior to any construction framing, the applicant shall provide adequate fire protection facilities, including, but not limited to a water supply and water flow in conformance to the City's Fire Department Standards able to suppress a major fire.
66. WATER FLOW AND CONTROL VALVES: All fire sprinkler system water flow and control valves shall be complete and serviceable prior to final inspection. Prior to the occupancy of a building having a fire alarm system, the Fire Department shall test and witness the operation of the fire alarm system.
67. ELECTRICAL CONDUIT: Electrical conduit shall be provided to each fire protection system control valve including all valve(s) at the water connections. The Livermore-Pleasanton Fire Department requires electronic supervision of all valves for automatic sprinkler systems and fire protection systems.
68. LISTED: All commercial, industrial, and multi-family residential occupancies shall have valve tamper and water flow connected to a listed Central Station Service in accordance with NFPA 72. Fire Department plan check includes specifications, monitoring, installation, and alarm company certificates. Fire alarm control panel and remote annunciation shall be at location(s) approved by the Fire Prevention Bureau. All systems shall be point identified by individual device and annunciated by device type and point.
69. HAZARDOUS MATERIALS: Should any operation or business activity involve the use, storage or handling of hazardous materials, the firm shall be responsible for contacting the Livermore-

Pleasanton Fire Department prior to commencing operations. Please contact the Hazardous Materials Coordinator at 925/454-2361.

70. **FIRE LANE MARKING:** On-site access ways, turnarounds, and internal drives shall be designated as fire lanes and identified as such by red curb striping and posted with signs at locations approve by the Fire Department. Signs shall be according to State standards and read “No Parking – Fire Lane” and must be shown on the plans. The red curb striping, sign location(s), and sign language shall be included in the building permit submittal for review and approval by the Livermore-Pleasanton Fire Department prior to building permit issuance.

- a. The following schedule for NO PARKING signs shall apply:

<i>Width</i>	<i>Requirements</i>
36 feet or greater	No requirements
Between 28 and 36 feet	Post one side
Between 20 and 28 feet	Post both sides
Less than 20 feet	Not permitted
Cul-de-Sac	Not permitted

71. **EMERGENCY VEHICLE ACCESS ROADS:** Access roads shall have 13 feet, 6 inches unobstructed vertical clearance, 20 feet of unobstructed width (26 feet where occupied building floors exceed 30 feet height), and inside turning radius of 31 feet and outside turning radius of 51 feet. Unobstructed shall mean a clear travel way, excluding parking width, and designed for an emergency vehicle weight of 70,000 pounds under all weather conditions. Unobstructed width shall not include the width of rolled curbs, sidewalks, or non-drivable surfaces. All exterior portions of buildings must be within 200 feet of an access road. Yard and parking area may be able to be located farther than 200 feet from access roads, depending on the specific use.
72. **PREMISES IDENTIFICATION:** Address numbers shall be installed on the front or primary entrance for all buildings. The minimum building address character size shall be 12-inch high by 1-inch stroke. In all cases address numerals shall be of contrasting background and clearly visible in accordance with the Livermore-Pleasanton Fire Department Premises Identification Standards. This may warrant field verification and adjustments based upon topography, landscaping or other obstructions.
73. **COMMERCIAL – NEW CONSTRUCTION:** The following items shall be provided prior to any construction above the foundation or slab unless otherwise approved by the Fire Department.

- a. Emergency vehicle access shall be provided to the site, including areas where construction is occurring up to the first lift of AC. If Public Works Improvements are part of the project to access the site, an emergency vehicle access plan shall be submitted for review and approval to the Fire Department.
- b. If permanent access or site paving is not provided, the carrying capacity of the emergency vehicle access shall be 70,000 pounds under all weather conditions.

- c. Site staging area(s) shall be provided for materials and equipment. All staging areas shall be outside of the emergency vehicle access route shown on the approved plans.
 - d. Where on-site fire hydrant(s) are required, they shall be installed, flushed and all valves open prior to any construction above the foundation or slab. This includes concrete tilt-up and masonry buildings.
 - e. On-site fire hydrant(s) shall not be obstructed and shall be sufficiently above grade to have all hydrant valves and outlets accessible for emergency use.
 - f. Where a project is phased as part of the development, specific access, water supply and fire hydrant installations will be required as part of each phase. As needed a phasing plan with these improvements will be required.
 - g. Where on-site grading/utility plans are submitted for review and approval prior to building construction drawings, emergency vehicle access routes, fire hydrant locations, material staging areas, etc. shall be provided.
74. **FINAL INSPECTION:** Prior to request for final inspection for a building, all access roads, on-site access and fire hydrants for that building shall be provided. All fire hydrants shall be accepted, inspected and tested to applicable City Standards.

ENGINEERING DIVISION

75. **SANITARY SEWER NETWORK.** The City operates the sanitary sewer pipe network that serves this property. Fees are due to both the City of Pleasanton and Dublin San Ramon Services District upon connection to the pipe network, with credits offered for prior uses. Sewer service in Pleasanton is regulated by Pleasanton Municipal Code Title 15. Capacity in the City's sanitary sewer network to serve the development must be verified by running a scenario in the City's network computer model. The computer model is operated by a consultant retained by the City. The consultant will run the scenario and then issue a report with their findings. The applicant shall fund this effort and address any discovered network deficiencies that are directly attributable to the development. In addition, the on-site sanitary sewer network shall be privately owned and maintained. The City requires a two-way cleanout at or near the property line to distinguish between the public and private networks. The applicant will need to retrofit a two-way cleanout onto the existing lateral at the back-of-curb on Tanager Court if this lateral will be used. (Address this condition prior to issuance of any Building Permits)
76. **SANITARY SEWER CONNECTION:** The proposed point-of-connection to the sanitary sewer network relies on a pipe that extends across private property identified as 2112 Tanager Court (APN 946-3317-7 or Lot 66 of Tract 3095). The City's rights across the private property were conveyed in an Easement Grant Deed recorded on March 25, 1971) Series No. 71-33550, Reel 2813, Image 475). To utilize the pipe, the applicant shall video inspect the existing pipe to assure it is suitable for connection and conveyance of expected effluent flows. An inspection report shall be provided to the City. Any needed repairs shall be accomplished by the applicant as part of the

development. In addition, the existing pipe is 6"-diameter, whereas the proposed upstream network is 8"-diameter. The City discourages constrictions in the network that could lead to surcharged flow or obstructions. A network analysis must therefore confirm that the 6"-diameter pipe functions without surcharge, or the existing pipe will require upsizing to 8"-diameter. As an alternative to the proposed sanitary sewer connection through 2112 Tanager Court, the City operates an 8"-diameter public sanitary sewer main within Santa Rita Road across the property frontage. Connection to this existing network is allowed pending verification of its condition and capacity. **(Address this condition prior to issuance of any Building Permits)**

77. POLLUTANT REDUCTION IN STORM WATER. At no time during construction of the project shall pollutants be allowed to enter, clog, or contaminate storm drain pipe networks or open stormwater channels in violation of Pleasanton Municipal Code §9.14.080 et seq. The applicant shall contain all trash and debris for proper disposal to authorized landfills or recyclers. Erosion control features shall be deployed during the rainy season that extends from October 1st to April 15th each year, or any time rain is forecast outside of this period. Best Management Practices (BMPs) shall be strictly followed. Street sweepers must be employed if soil or debris is tracked onto the public roads from vehicles exiting the site. Standard BMPs are available from the California Stormwater Quality Association (CASQA), the United States Environmental Protection Agency (EPA), Caltrans, and others. Notes and/or illustrations shall be added to the plans that describe the BMPs to be utilized during construction. The use of manufactured erosion control woven blankets and straw wattles that utilize plastic monofilament netting is specifically prohibited. (Address this condition during construction)
78. MUNICIPAL REGIONAL PERMIT. Because the project creates and/or replaces more than 5,000 square feet (0.23 acres) of impervious surface, it is considered a Regulated Project according to Provision C.3.b of the Municipal Regional Stormwater NPDES Permit that regulates stormwater runoff in Alameda County. The Alameda Countywide Clean Water Program developed a C.3 Guidance Manual to assist applicants in addressing these regulations. The Guidance Manual is available for download at:

<https://www.cleanwaterprogram.org/businesses/development.html>

Regulated projects must include stormwater treatment measures in the site design to remove pollutants from stormwater upstream of any connection to the City's or Alameda County's stormwater conveyance networks. In addition, regulated projects must be subject to a Stormwater Treatment Measure Maintenance Agreement between the City and property owner to assure long-term maintenance of the installed measures. The City will provide a template agreement. Once executed, the agreement must be recorded against the property. **(Address this condition prior to issuance of any Building Permits)**

79. CONSTRUCTION GENERAL PERMIT. The project will be subject to a Construction General Permit according to the *National Pollutant Discharge Elimination System* (NPDES) General Permit No. CAS000002. The general permit is applicable to development sites that disturb one or more acres of land surface. The applicant will be required to register the project with the State Water Board's Stormwater Multi-Application and Report Tracking System (SMARTS) website. A Qualified SWPPP Developer (QSD) and a Qualified SWPPP Practitioner (QSP) must be responsible for permit compliance. The SMARTS system will generate a Waste Dischargers Identification (WDID) number, which must be printed on the grading and/or erosion control plans. **(Address this condition prior to issuance of any Building Permits)**

80. POTABLE WATER SERVICE. This property is currently served by three existing water meters (Meter #58062625, 58052838, and 58062693). Removal of existing water meters that will be permanently decommissioned shall be performed by City staff. The applicant shall contact the City's Utility Billing Department at 925-931-5500 or osd@cityofpleasantonca.gov to initiate the meter removal process. Any outstanding water consumption charges must be paid in full prior to the meter removal as well as all fees associated with the disconnection. Fee credits will be offered for the removed meter when new water services are requested.

The City purchases potable water wholesale from Zone 7 Water Agency. Fees are due to both the City of Pleasanton and Zone 7 for new connections to the pipe network. Said fee amounts appear in the City's Adopted Master Fee Schedule. For more information about water usage in Pleasanton, refer to Pleasanton Municipal Code Title 14.

Capacity in the City's water network to serve the subject development must be verified by running a scenario in the City's network computer model. The computer model is operated by a consultant retained by the City. The consultant will run the scenario and then issue a report with their findings. The applicant shall fund this effort and address any discovered network deficiencies that are directly attributable to the development.

All permanent connections to the City's potable water network shall conform to Pleasanton Municipal Code §14.04.050. Any required water pressure and/or flow needed by the applicant beyond that available from the network at the point-of-connection must be provided by the applicant as a private improvement on the customer side of the meter or backflow prevention device. All extensions or upgrades to the potable water network shall be designed to satisfy the following minimum standards: (Address this condition prior to issuance of any Building Permits)

- a) Minimum number of valves:
 - (1) 3 at cross intersections
 - (2) 2 at "T" intersections
 - (3) 500 feet maximum spacing
 - (4) 1 valve at each fire hydrant lateral
 - (5) Pressure regulating valve station required between pressure zones
- b) Minimum number of fire hydrants (subject to approval by Livermore-Pleasanton Fire Department (LPPFD) Fire Marshal:
 - (1) 1 hydrant within 250 feet of any existing or proposed structure
 - (2) 2 hydrants within 500 feet of any multi-family residential
- c) Minimum pipe size: 8-inch diameter
- d) Minimum depth of cover over pipe: 42 inches
- e) Blowoff requirements:
 - (1) At all dead ends whether temporary or permanent
 - (2) At all low points in the line
- f) Maximum flow velocity: 10 feet per second (fps)

g) Minimum fire flows in gallons per minute (gpm): 2,500 gpm for 2 hours (multi-family residential)

h) Minimum pressures:

(1) 40 psi (peak hour demand)

(2) 20 psi (maximum day demand plus fire flows)

81. DROUGHT RESTRICTIONS. If the City Council declares a drought during a time when this development is under construction, as described in §9.30.010 et seq. of the Pleasanton Municipal Code, the applicant shall utilize only recycled water under Stage 1 or greater restrictions for all non-potable construction-related water needs. Recycled water is available at designated locations within the City, subject to the applicant's receipt of a temporary hydrant meter from the Operations Service Center located at 3333 Busch Road. The applicant is responsible for all water costs based on current billing rates. (Address this condition during construction)
82. EXISTING FRONTING SIDEWALK IMPROVEMENTS. The applicant shall examine the public sidewalks that front the property along both Santa Rita Road and Lockhart Lane for conditions that could endanger persons or property or are found to be in a condition that interferes with public convenience. These conditions shall be repaired as part of the development according to adopted City standards pursuant to California Streets and Highways Code 5610 et seq. This will include not only concrete repairs, but also faded, peeling red curb paint. (Address this condition during construction)
83. HIGH RISK FACILITY. The *National Pipeline Mapping System* operated by the U.S. Department of Transportation's *Pipeline and Hazardous Materials Safety Administration* indicates that a high-pressure gas transmission main exists in Santa Rita Road across the applicant's property frontage. This pipeline must be shown and identified as a "high-risk facility" on plans for the development. Any excavation work within the vicinity of the high-risk facility shall be subject to specific regulations promulgated by the utility operator. (Address this condition prior to issuance of any Building Permits)
84. EXCAVATION SAFETY. All excavations must be performed in conformance with California Government Code Section 4216 et seq. No excavation shall occur until proper notice is provided to Underground Service Alert (usanorth811.org) by calling either 811 or 800-642-2444 at least 72-hours prior to the work so buried utilities can be marked. All excavations shall be covered or barricaded to prevent entry when work is inactive. Open excavations in the public right-of-way must be covered by skid-resistant steel plates that are firmly affixed to the surface with leading edges ramped. Excavations 5-feet and deeper require a protective system as defined by Cal-OSHA. If a shoring system or trench boxes will be utilized as the protective system, said system shall either be manufactured and installed according to manufacturer recommendations, or designed by a registered professional engineer and installed according to approved plans. (Address this condition during construction)
85. PROPERTY NUISANCE. At no time during construction of the project shall the condition of the property become a nuisance as defined in Pleasanton Municipal Code §9.28.020. The City shall have the right to inspect the property for conditions that violate the code standard. If a nuisance is found, the applicant shall immediately submit a plan of correction. Depending on the severity of the nuisance, the City may suspend all construction work until the condition is corrected. Any of the following conditions shall be considered severe: Leaking chemicals that can cause environmental damage; open excavations or any excavation deeper than 4 feet that lacks proper

shoring; unsecured materials that can fall to the ground causing damage or injury; open or exposed utilities that could cause electrical shock or contamination of sewer, potable water systems, groundwater wells, or storm drainage networks. If the applicant fails to address the nuisance as directed by the City, the City shall have the right to enter the property to effectuate the correction, with all costs paid by the applicant or levied as a lien against the applicant's property. (Address this condition during construction)

86. NOISE. Construction noise is regulated under Pleasanton Municipal Code Chapter 9.04. Noise is prohibited outside of the hours of 8:00 am and 8:00 pm daily except Sundays and holidays when noise is prohibited outside the hours of 10:00 am and 6:00 pm. Noise is defined as a level exceeding 83 dBA at a distance of 25 feet or 86 dBA at any point beyond the boundary of the property under construction. If the applicant fails to address the noise as directed by the City, the City shall have the right to enter the property to effectuate the correction, with all costs paid by the applicant or levied as a lien against the applicant's property. Exceptions to these regulations require a special permit granted by the City for circumstances when strict compliance would be impractical or unreasonable, and contingent upon proper noticing to surrounding property owners that includes the dates and times when noise levels will be exceeded and the specific reasons why an exception to the regulation has been granted. (Address this condition during construction)

87. GEOGRAPHIC INFORMATION SYSTEMS. The City's Geographic Information Systems (GIS) staff publishes digital maps that enable first responders to efficiently navigate to locations where calls for service have been requested. The maps are also shared with agencies and departments that provide other critical services to residents such as mail delivery. To keep these maps current, the City requires as-built plan or map information to be submitted by the applicant in a format that integrates with ArcGIS by ESRI. The "Digital Submittal Requirements" are available for download at the following weblink: (Address this condition prior issuance of any occupancy permit)

<https://www.cityofpleasantonca.gov/gov/depts/gis.asp>

88. CITY ENGINEER SIGNATURE BLOCK: The following signature block shall be depicted on the first sheet of the plans submitted for construction: "Approval of these plans is for work within the street right-of-way and public utility systems within Public Services Easements unless otherwise noted. Approval of these plans does not release the developer of the responsibility for the correction of mistakes, errors, or omissions contained therein. If during the course of construction of the improvements public interest requires a modification or a departure from the specification and details of the City of Pleasanton or these plans, the City Engineer shall have the authority to require such modification or departure and to specify the manner in which same is to be made. Approved as to design only based upon information submitted hereon this [DAY] of [MONTH], [YEAR]. Adam M. Nelkie, City Engineer, R.C.E. 78830. (Address this condition prior to issuance of any Building Permits)

89. DESIGN PER CITY STANDARDS: All public improvements shall be designed in conformance with the City of Pleasanton Municipal Code and the City's adopted Standard Specifications and Details in effect at the time of issuance of the permit(s). Said standards are available for download on the City's website. (Address this condition prior to issuance of any Building Permits)

90. ROADWAY DESIGN STANDARDS: All roads constructed or improved by the applicant shall conform to the design standards contained in Pleasanton Municipal Code Chapter 19.36. For standards not explicitly described in the Code, the following State of California Department of Transportation (Caltrans) standards shall be followed: Highway Design Manual, and the California

Manual on Uniform Traffic Control Devices (CA MUTCD), latest editions. The City also references design standards from “A Policy on Geometric Design of Highways and Streets” (latest edition) as published by the American Association of State Highway and Transportation Officials (AASHTO). Any deviations from standards must be approved by the City Engineer. (Address this condition prior to issuance of any Building Permits)

91. GEOTECHNICAL RECOMMENDATIONS: Recommendations from the project’s geotechnical investigation, as prepared by a California-licensed Geotechnical Engineer or Certified Engineering Geologist, shall be incorporated into the design of the improvements and/or explicitly noted on the plans. The author(s) of the geotechnical investigation shall certify on the plans that the design complies with their recommendations. During construction, the applicant must follow all recommendations. (Address this condition prior to issuance of any Building Permits)

92. DATUM FOR VERTICAL CONTROL: Vertical control surveying for all improvements to be constructed shall be based on the North American Vertical Datum of 1988 (NAVD 88). Any benchmarks used that relied on the National Geodetic Vertical Datum of 1929 (NGVD 29) shall be converted to NAVD 88 when presented on plans. The location of the benchmark and source of data must also be disclosed on the plans. (Address this condition prior to issuance of any Building Permits)

93. STORMWATER HYDRAULICS: The City’s storm drainage network has been designed in accordance with the *Alameda County Hydrology and Hydraulics Manual* published by the Alameda County Flood Control & Water Conservation District. Said manual is available for download at:

<https://acfloodcontrol.org/the-work-we-do/the-work-we-do-hydrology-manual/>

The City is located in Zone 7, and its storm drain pipe network is considered a secondary facility. Any connections to, additions, or upgrades to the City’s pipe network shall be designed in accordance with the manual. Calculations submitted for review/approval shall be presented in a format consistent with the “Calculation Form – District Rational Method” available in the manual. The calculations shall demonstrate adequate freeboard given the design storm event assuming all bioretention areas are overflowing. Said calculations shall be prepared, stamped, and signed by a California-licensed civil engineer. (Address this condition prior to issuance of any Building Permits)

94. EMERGENCY OVERLAND STORMWATER FLOW/SUMP PROPERTIES: All properties shall be designed with an emergency overland flow path to direct storm runoff to the nearest public street or open flood control facility in the event on-site pipes become plugged. The flow path shall be lower than the finish floor elevation of all habitable structures. The flow path cannot rely on neighboring properties unless a storm drain easement across the neighbor is obtained. Sump properties must be designed to discharge the 50-year recurrence interval storm event through the pipe network before habitable structures become inundated. (Address this condition prior to issuance of any Building Permits)

95. UTILITY ENCLOSURES: Proposed utility enclosures including vaults, meter boxes, splice boxes, and pedestals shall be installed in the public right-of-way, in a public service easement (PSE), or in a utility company specific easement. The locations for utility enclosures shall be

considered in the following order of preference: (1) PSE area behind public sidewalk; (2) parkstrip area between the roadway curb & gutter and the sidewalk; (3) within the public sidewalk set flush to grade; (4) within driveway approach areas set flush to the surface with traffic-rated lids. In no case shall an above-ground pedestal or utility cabinet obstruct sight-line visibility for vehicle drivers at intersections or driveways. Above-ground pedestals or utility cabinets are preferred within the side-yard area of a corner residential lot rather than the front-yard. Deviations from this standard must be approved by the City Engineer. (Address this condition prior to issuance of any Building Permits)

96. DRY UTILITIES (ELECTRICITY, CATV, TELECOM): All dry utilities including electricity, telecommunications, cable television, street lights, alarm systems, etc. required to serve the project shall be installed underground from the point-of-connection at the utility purveyor's network to the service point. Aerial drops from utility poles will not be allowed without prior approval of the City Engineer. (Address this condition prior to issuance of any Building Permits)
97. ENCROACHMENT PERMIT: Any work performed within the City's right-of-way, City easements, or City-owned property shall be subject to an Encroachment Permit as defined in Pleasanton Municipal Code Chapter 13.04. All encroachment permit work is subject to adopted City of Pleasanton Standard Specifications and Details, and shall be performed by properly-licensed contractors as determined by the City Engineer. Said contractors must provide evidence of proper licensure, insurance and City-issued Business License upon application for a permit. (Address this condition prior to issuance of any Building Permits)
98. HAUL ROUTE: Deliveries to and from the project site shall conform to the Commercial Vehicle Regulations included in Pleasanton Municipal Code Chapter 11.48. Vehicles with gross weights exceeding 3 tons but less than 8 tons are prohibited on any City roadway other than those designated a Commercial Vehicle Route unless a Transportation Permit has first been obtained. Said Commercial Vehicle Routes include First Street, Stanley Boulevard, and Sunol Boulevard. In addition to weight restrictions, vehicles that exceed 96 inches in width and/or 60 feet in length are also required to obtain a Transportation Permit. For information about Transportation Permits call 925-931-5677. (Address this condition during construction)
99. TEMPORARY TRAFFIC CONTROL: Work in the public right-of-way or publicly-accessible easement areas require submittal, review, approval, and implementation of a temporary traffic control plan. The plan shall be in writing and subject to review and approval of the City's Traffic Engineer. The plan must conform to the California Manual on Uniform Traffic Control Devices (CA MUTCD), with specific emphasis on Part 6 "Temporary Traffic Control".

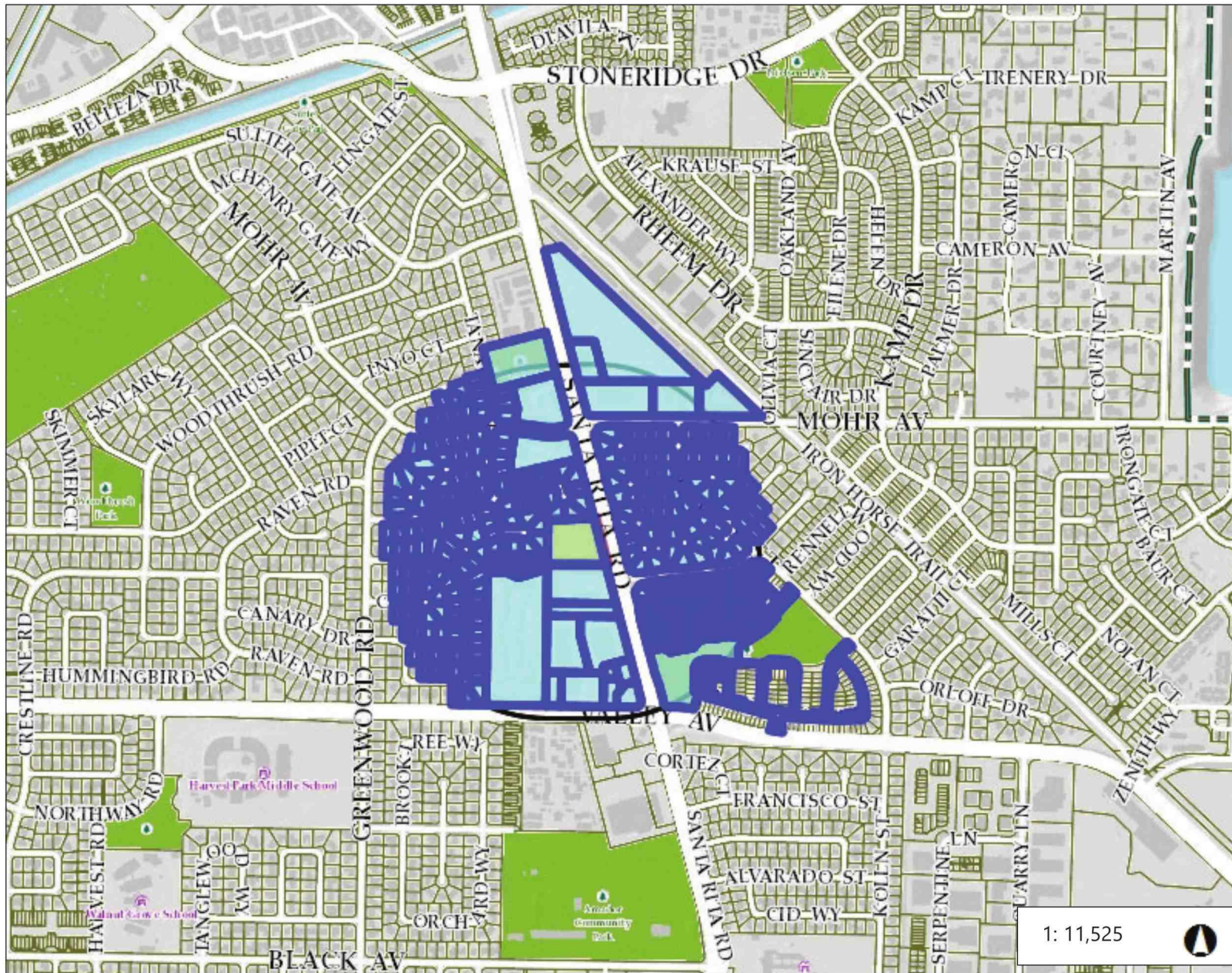
If Flaggers will be utilized, said personnel must be trained in the proper fundamentals of flagging moving traffic before entering the right-of-way. The City may demand to see evidence of said training before allowing said personnel into the right-of-way.

Prior to work within a traffic signal-controlled intersection, the applicant shall request the City place the signal on all-directions flashing red. Temporary STOP (R1-1) signs shall be placed at each approach leg.

Any alterations to pedestrian paths of travel must conform to current standards for the disabled. Any walking member of the public with a visual impairment (cane or guide dog) must be escorted through the construction zone. (Address this condition during construction)

100. HIGH VISIBILITY SAFETY APPAREL: All workers on foot who are exposed to the hazard of vehicular traffic shall wear warning garments such as vests, jackets, or shirts manufactured in accordance with the requirements of the American National Standards Institute (ANSI)/International Safety Equipment Association (ISEA) 107-2004 Performance Class 2, high visibility safety apparel and headwear, or any updates adopted by Cal OSHA. During hours of darkness, warning garments shall be retroreflective with visibility from a minimum 1,000 feet. (Address this condition during construction)
101. SWPPP REPORTING: Copies of any monitoring and/or sampling reports required by the stormwater pollution prevention plan (SWPPP) and submitted by the Legally Responsible Person (LRP) to the State of California's SMARTS database shall also be submitted to the City of Pleasanton inspector assigned to the project. The LRP shall also submit to the City a copy of the required Annual Report no later than September 1st of each year that construction is active or when erosion control features have been deployed. The report must include a summary of all sampling and analysis performed (Risk Levels 2 and 3 only), a log of all inspections performed including Rain Event Action Plans (REAP), a summary of any required corrective actions taken, and a summary of any violations. (Address this condition during construction)
102. DUST CONTROL: Dust control measures must be employed during all phases of construction to prevent airborne nuisance to neighboring properties. All stockpiles or unused materials that can create dust shall be covered or removed. Exposed soil areas shall be routinely watered until surfacing materials or landscaping is installed. Use of dust palliatives shall conform to Caltrans Standard Specification Section 18. Any damage caused by airborne dust to neighboring properties shall be cleaned with costs paid by the applicant. If the applicant fails the address dust as directed by the City, the City shall have the right to enter the property to effectuate the correction, with all costs paid by the applicant or levied as a lien against the applicant's property. (Address this condition during construction)
103. GEOTECHNICAL FINAL REPORT: At the conclusion of construction, the applicant shall submit to the City a final report from the Geotechnical Engineer or Certified Engineering Geologist testifying to the successful completion of all material testing and/or observation work performed. The final report must provide assurance that all recommendations had been strictly followed. The applicant shall bear all costs associated with this condition. (Address this condition prior issuance of any occupancy permit)
104. DAMAGE TO EXISTING PUBLIC OR PRIVATE IMPROVEMENTS: The applicant shall repair damage to existing public or private improvements on and near the project site and along the haul route at the applicant's expense if caused by construction activities. (Address this condition prior issuance of any occupancy permit)

END



Legend

-  Fire Station
-  School
-  Park
-  Parcels

1: 11,525



1,920.8 0 960.40 1,920.8 Feet

NAD_1983_2011_StatePlane_California_III_FIPS_0403_Ft_US
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Notes

Notes