



RECORDING REQUESTED BY:

WHEN RECORDED RETURN TO:

City of Manteca
1001 West Center Street
Manteca, California 95337
Attn: City Manager

APN: 224-021-01, 224-021-03, 224-021-05, 224-021-06, 224-021-07, 224-021-08, 224-021-10,
224-021-11, 224-021-12, 224-021-13, 224-021-38, 224-021-39

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Recording Fee: Exempt pursuant to California
Government Code Section 27383

DEVELOPMENT AGREEMENT 07-01

BETWEEN

THE CITY OF MANTECA AND

MANTECA LIFESTYLE CENTER, LLC

REGARDING DEVELOPMENT OF 72-ACRE SITE

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DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT is entered into by and between the CITY OF MANTECA, a California municipal corporation, and MANTECA LIFESTYLE CENTER, LLC a Delaware limited liability company, with respect to the following:

RECITALS:

A. Initially capitalized words and terms used herein shall have the meanings specified in Section 1.

B. The Development Agreement Law authorizes City to enter into development agreements in connection with proposed developments as a way to ensure high quality development in accordance with comprehensive plans; provide certainty in the approval of development projects so as to avoid the waste of resources and the escalation of costs; provide assurance to the applicants for development projects that they may proceed with their projects in accordance with existing policies, rules and regulations; strengthen the public planning process, encourage private participation in comprehensive planning and reduce the economic costs of development.

C. This Agreement is the result of Developer applying for, and City processing, considering, approving and executing, a development agreement establishing certain use and development rights in, and preserving certain land use and planning controls affecting, the Project Site in accordance with the Authorizing Ordinance and as a present exercise of City's police powers, and specifically based on Developer's representations that a Bass Pro store shall be included within the Project.

D. Notwithstanding the establishment of such use and development rights in, and the preservation of such land use and planning controls affecting, the Project Site, Developer may also need or want to apply for Subsequent Approvals.

E. City has determined that the development and operation of the Project is in the vital and best interests of City and not otherwise detrimental to the health, safety and welfare of its residents. Furthermore, this Agreement will eliminate uncertainty in planning and permit the orderly development of the Project, and otherwise achieve the goals and implement the purposes for which the Development Agreement Law was enacted.

A G R E E M E N T:

NOW, THEREFORE, pursuant to the authority contained in the Development Agreement Law and Article XI, Section 7 of the California Constitution, and in consideration of the above recitals and of the mutual covenants contained herein, the parties agree as follows:

1. DEFINITIONS.

1.1 **“Acquisition Agreement”** means that agreement by and between Developer and City related to City of Manteca Community Facilities District Number 2007-1 dated April 2, 2007 regarding acquisition of all or a portion of the Public Infrastructure Improvements that may be constructed as part of the Project.

1.2 **“Agreement”** means this development agreement entered into by and between City and Developer.

1.3 **“Agreement Costs”** means the fees, costs and other charges incurred by City in connection with (a) the preparation and processing of this Agreement, retention of special legal counsel and/or consultant to assist City with the drafting and negotiation of this Agreement, and (b) the publication and recordation of this Agreement.

1.4 **“Agreement Date”** means May 10, 2007, the date the Authorizing Ordinance goes into effect.

1.5 **“Applicable Law”** means the Existing Land Use Regulations, as modified by this Agreement.

1.6 **“Application”** or **“Applications”** means one or more applications for Development Approvals.

1.7 **“Assignment and Assumption Agreement”** means an Assignment and Assumption Agreement in the form of Exhibit E attached hereto, or such other form of instrument reasonably satisfactory to City, pursuant to which a Transferee agrees, for the benefit of Developer and City, to assume Developer’s obligations under this Agreement accruing from and after the date of a Transfer with respect to the portion of, or interest in, the Project that is the subject of such Transfer.

1.8 **“Authorizing Ordinance”** means Ordinance No. 1360 adopted by the City Council on April 9, 2007.

1.9 **“CEQA”** means the California Environmental Quality Act, California Public Resources Code Sections 21000, *et seq.*

1.10 **“CEQA Guidelines”** means the regulations set forth in 14 California Code of Regulations Sections 15000, *et seq.*

1.11 **“City”** means the City of Manteca, a California municipal corporation.

1.12 **“City Clerk”** means the City Clerk of City.

1.13 **“City Council”** means the duly elected and constituted City Council of City.

1.14 **“City Delay”** means any failure by City to complete one or more of its obligations under this Agreement in the manner and within the time period specified therefor in this Agreement; provided, however, that a Developer Delay shall not be deemed to cause a City Delay.

1.15 **“City Manager”** means the City Manager of City.

1.16 **“Claims”** means claims, liabilities, damages, losses, costs and expenses of any kind or nature whatsoever (including, without limitation, reasonable attorneys’ fees and expenses, court costs and any damages as may be awarded).

1.17 **“Consistent Modification”** means a modification to this Agreement, a Development Approval, a previously approved Subsequent Approval, or combination thereof, that is substantially and materially consistent with this Agreement, a Development Approval, or a previously approved Subsequent Approval.

1.18 **“Construction Loan”** means a loan obtained by Developer from a national banking association, an insurance company, a pension fund, an institutional lender or any combination of the foregoing or other qualified lender reasonably satisfactory to City, the proceeds of which are to be used to fund the costs of constructing a portion of the Project.

1.19 **“Default”** has the meaning set forth in Section 10.1 of this Agreement.

1.20 **“Design Development Drawings”** means, collectively, the Site Plan, the Development Standards and the Sign Program, as the same may be modified from time to time pursuant to Section 5.2, Section 7, or both, as applicable. To the extent that the Design Development Drawings contain elements that deviate from the standards applicable thereto pursuant to Section 17.29.020 of the Zoning Code, the Design Development Drawings shall be deemed to control.

1.21 **“Development Standards”** means the development standards for the Project, showing elevations, landscaping and other physical features of the Project, approved by City pursuant to Applicable Law, including Section 17.29.020 of the Zoning Code, as set forth in Exhibits F-1 and F-2 attached hereto.

1.22 **“Developer”** means Manteca Lifestyle Center, LLC, a Delaware limited liability company, and its successors and assigns, including any Transferee.

1.23 **“Developer Delay”** means any failure by Developer to complete one or more of its obligations under this Agreement in the manner and within the time period specified therefor in this Agreement; provided, however, that a City Delay shall not be deemed to cause a Developer Delay.

1.24 **“Development Agreement Law”** means California Government Code Sections 65864 through 65869.5, inclusive.

1.25 **“Development Approvals”** means the Existing Approvals, the Subsequent Approvals and modifications of this Agreement in accordance with Section 7.

1.26 **“Development Impact Fees”** means all fees imposed by City upon development within City as are set forth in Schedule 1, and attached hereto as Exhibit H.

1.27 **“Development Requirements”** means all requirements imposed in connection with or pursuant to the Development Approvals in order to lessen, offset, mitigate or compensate for the impacts of the Project on the environment, or the advancement of public health, safety or welfare (including any conditions imposed on the Project) by the Existing Approvals or pursuant to any Parcel Map and/or the EIR and the Design Development Drawings.

1.28 **“Effective Date”** means the the thirty-first (31st) day following the adoption (i.e., the final reading) by the City Council of the Authorizing Ordinance.

1.29 **“EIR”** means the Final Environmental Impact Report for the Project certified by the City Council on April 2, 2007.

1.30 **“Entitlements”** means any and all authorizations, approvals, rights, permits, certificates, agreements, documents, variances, permits, licenses, certificates, franchises, documents and agreements required for the construction and operation of the Project in accordance with Legal Requirements.

1.31 **“Exigent Event”** means a sudden, unexpected occurrence, involving a clear and imminent danger, demanding immediate and interim action to prevent or mitigate loss of, or damage to, life, health, property or essential public services.

1.32 **“Existing Approvals”** means the approvals listed on Exhibit D attached hereto, which include the EIR and City’s approval of the Design Development Drawings.

1.33 **“Existing Land Use Regulations”** means any Land Use Regulations adopted and effective on or before the Effective Date, to the extent that the same are not inconsistent with this Agreement, including the Existing Approvals.

1.34 **“General Plan”** means the general plan that was adopted, after being reviewed and assessed in accordance with CEQA and CEQA Guidelines, by the City Council on October 6, 2003, by Resolution Nos. R2003-413, R2003-414 and R2003-415.

1.35 **“Governmental Authority”** means any federal, state, municipal or other regional government, including courts and administrative tribunals as well as governmental and quasi-governmental authorities, agencies, districts, boards, bureaus, commissions, departments, instrumentalities and other public bodies and political subdivisions.

1.36 **“Inconsistent Modification”** means a modification to this Agreement, a Development Approval, a previously approved Subsequent Approval, or combination thereof that is substantially and materially inconsistent with this Agreement, a Development Approval, or a previously approved Subsequent Approval.

1.37 **“Indemnified Parties”** means City, each member of the City Council, and City’s consultants, engineers, contractors, staff, attorneys, employees and other agents.

1.38 “**Indemnify**” means to protect, indemnify, defend and hold free and harmless.

1.39 “**Land Use Regulations**” means all Legal Requirements of City governing the use of the Project Site and the construction and operation of the Project, including the permitted use of land, the density or intensity of the use of land, the rate of development of land, requirements for the subdivision of land, the maximum height and size and other design, improvement and construction standards and specifications of proposed buildings on land and provisions for reservation or dedication of land for public purposes, including any voter initiative, referenda or moratoria.

1.40 “**Legal Action**” means (i) any administrative action or proceeding or appeal thereof, or (ii) any action or proceeding in law or equity, or appeal thereof.

1.41 “**Legal Requirements**” means all decisions, statutes, laws, constitutions, ordinances, rulings, directions, rules, regulations, orders, writs, decrees, injunctions, permits, certificates or other requirements of any Governmental Authority (unless specified otherwise) in any way applicable to or otherwise affecting the Project Site, including any of the foregoing made applicable to the Project Site pursuant to this Agreement.

1.42 “**Mortgage**” means any mortgage, deed of trust or other security interest given by Developer to a third-party lender providing financing to Developer, including a Construction Loan, with respect to, and to be secured by the Project.

1.43 “**Mortgagee**” means the holder of a Mortgage.

1.44 “**Pad**” means a legal lot created by the Parcel Map.

1.45 “**Pads**” means all of the legal lots created by the Parcel Map, or, as context may dictate, two or more legal lots created by the Parcel Map.

1.46 “**Parcel Map**” means a map acceptable to Developer dividing the Project Site into Pads that is approved (including the expiration of all applicable appeal periods with no appeal having been made) by City and all other applicable Governmental Authorities pursuant to the Subdivision Map Act and recorded in the Official Records of San Joaquin County, California.

1.47 “**Permitted Transfer**” means, subject to the provisions of Section 12.1 of this Agreement, any of the following Transfers: (a) a Mortgage (including in connection with the foreclosure, or deed in lieu of foreclosure, of the same); (b) the granting of easements necessary for the Project; (c) the sale or ground lease of Pads to retail operators or any Persons (such as real estate investment trusts) formed by any such operator for the purpose of operating in accordance with the ordinary course of business of such operators; (d) the sale to any Person that is i) controlled (with “control” meaning the power to direct management of such Person) by Developer and ii) at least 51% of which is owned by Developer; except that Developer shall at all times during the Term, retain a minimum of 51% ownership and control over the Project, the total area of the Pads, and the Project Site; or (e) leasing of retail space in the ordinary course of business.

1.48 **“Person”** means a natural person, a partnership, a joint venture, an unincorporated association, a limited liability company, a corporation, a trust or any other legal entity (including governmental and quasi-governmental agencies, authorities, boards, bureaus, commissions, departments or other political subdivisions or public bodies).

1.49 **“Planning Commission”** means the duly appointed and constituted Planning Commission of City.

1.50 **“Project”** means the development of the Project Site with a shopping center and may include a hotel complex in accordance with the Design Development Drawings and as more particularly described in this Agreement, including the subdividing, grading, construction of structures and buildings, including vertical improvements on Pads that are sold or ground leased, certification of the EIR, the installation of landscaping, and compliance with all conditions of approval and mitigation measures.

1.51 **“Project Costs”** means all Agreement Costs, costs of preparation and processing of the environmental documentation required pursuant to the California Environmental Quality Act, processing the various Entitlements for the Project not already covered by the City’s standard application fees, and other activities of employees outside the ordinary scope of their duties and consultants necessary to the processing of the Project.

1.52 **“Project Site”** means the approximately 72 acre site south of State Route 120 (SR 120), approximately 2 miles west of State Route 99 (SR 99), and 4 miles east of Interstate 5 (I-5). The site is generally bounded by SR 120 to the north, South Union Road and agriculture fields to the west, a new elementary school (Veritas Elementary School) under construction and a developing single family subdivision (Antigua) to the south, and almond orchards and rural residential home sites to the east and will be located on a portion of the real property more particularly described on Exhibit A attached hereto and which is depicted on Exhibit B attached hereto.

1.53 **“Public Financing”** means the issuance of bonds and related provision of funds for acquisition, construction, or both, of public facilities or any Mello-Roos community facilities district, cost recovery district or other mechanism whereby Developer or City is reimbursed for the cost of designing, constructing, maintaining, repairing or replacing the Public Infrastructure Improvements through a special tax or lease or other obligation of any owner or lessee of property on the Project Site.

1.54 **“Public Infrastructure Improvements”** means the public infrastructure improvements reasonably required to service and operate a commercial project such as the Project on the Project Site, as contemplated in the General Plan and as listed and described in Exhibit C attached hereto.

1.55 **“Qualified Transfer”** means a Transfer to a Person that has the relevant experience and financial condition to purchase and effectively operate a retail center and to fulfill the obligations it has assumed in accordance with Section 12.2.

1.56 **“Sign Program”** means the rules and regulations governing the design and placement of signs in the Project approved by City pursuant to Applicable Law, including Section 17.29.020 of the Zoning Code, as set forth in Exhibit F-2 attached hereto.

1.57 **“Site Plan”** means the site plan depicting the Project Site approved by City pursuant to Applicable Law, including Section 17.29.020 of the Zoning Code, as set forth in Exhibit B attached hereto.

1.58 **“Subdivision Map Act”** means California Government Code Sections 66410 through 66499.50, inclusive.

1.59 **“Subsequent Approvals”** means Entitlements that are necessary or desirable for the Project, including tentative maps, final maps, environmental reviews or approvals, modifications to the Design Development Drawings that may be required under Section 17.29 of the Zoning Code, permits, variances, grading permits, building permits and occupancy permits, that are approved by City in accordance with Section 5.

1.60 **“Term”** means the period commencing upon the Effective Date and continuing until the first to occur of (a) the fifth (5th) anniversary of the Effective Date, provided, that, at any time during the Term, once the Developer commences structural construction (including construction of the Bass Pro) it may opt to extend the Term for an additional five (5) years upon providing City with written notification to City of its intent to extend the Term, (b) one (1) year after the date on which City issues a certificate of occupancy for the last improvements/structures to be constructed on the final Pad, or (c) this Agreement otherwise becomes Void (including, if applicable, a final, non-appealable determination in a Legal Action regarding the Agreement).

1.61 **“Transfer”** means any sale, lease, encumbrance or other transfer of all or any portion of the Project or any interest therein.

1.62 **“Transferee”** means a Person that acquires an interest in the Project Site pursuant to a Transfer and agrees to assume Developer’s obligations hereunder with respect to such interest.

1.63 **“Unavoidable Delay”** means a delay due to the elements, fire, earthquakes or other acts of God, war, strikes, picketing or other labor disputes, third-party litigation, lockouts, acts of the public enemy, riots, insurrections or governmental regulation of the sale or transportation of materials, supplies or labor or by other cause beyond the reasonable control of the party; provided, however, that to the extent a delay is caused by any other reason that a party reasonably believes is beyond its control, such party shall request, on a case by case basis, that the other party excuse any such delay as an Unavoidable Delay and such other party shall make its determination as to whether such delay constitutes an Unavoidable Delay using its reasonable judgment. To the extent applicable to the Project Site and/or the Project pursuant to Section 4.2, new Land Use Regulations (including local, state and federal environmental and natural resource regulations) or any legal challenge to this Agreement or any Development Approval by a party other than Developer or City, shall constitute Unavoidable Delays. Promptly upon the request of a party made within fifteen (15) days after the occurrence of an

Unavoidable Delay, the other party shall grant, in writing, an extension of time as a result of such Unavoidable Delay for the actual period of time of such Unavoidable Delay if such party determines that the alleged delay is an Unavoidable Delay.

1.64 “**Void**” means the situation where this Agreement becomes null, void, terminated and/or of no further force or effect.

1.65 “**Waiver**” means Developer’s express and implied waiver of any right that it may now or hereafter have to bring a Legal Action against City relating to the process leading to the adoption, or the provisions, of this Agreement or the Development Approvals.

1.66 “**Zoning**” means the zoning that was adopted by the City Council on April 9, 2007, by Ordinance No. 1357, which rezoned the Project Site to General Commercial.

1.67 “**Zoning Code**” means Title 17 of City’s Municipal Code.

2. GENERAL PROVISIONS.

2.1 Incorporation. The preamble, the recitals and the exhibits attached hereto, and all defined terms set forth therein, are hereby incorporated into this Agreement as if set forth herein in full.

2.2 Interpretation. All section headings are inserted for convenience only and shall have no effect on the interpretation of this Agreement. The neuter gender includes the feminine and masculine, and singular numbers include plural numbers. The words “herein,” “hereof,” “hereunder,” “hereby” and other similar references shall be construed to mean this Agreement unless the context shall clearly indicate or require otherwise. Whenever the words “including” or “include” are used in this Agreement, they shall be interpreted in a non-exclusive manner. All references to exhibits or sections shall be deemed to refer to the exhibits and sections of this Agreement unless otherwise specified. References to any statutory section(s) or act(s) shall be deemed to refer to such section(s) or act(s) as amended and/or recodified as well as to any successor statutes thereto.

2.3 Computation of Time. Time is to be computed by excluding the first day and including the last day. All references to days shall mean calendar days unless otherwise specified. Whenever action must be taken (including the giving of notice or the delivery of documents) under this Agreement during a certain period of time (or by a particular date) that ends (or occurs) on a non-business day, then such period (or date) shall be extended until the immediately following business day. As used herein, “business day” means any day other than a Saturday, Sunday or federal or California state holiday.

2.4 Covenants. The provisions hereof shall constitute covenants or servitudes that shall run with the land comprising the Project Site and the burdens and benefits hereof shall bind and inure to the benefit of the owners of each Pad.

2.5 Execution. Developer shall execute this Agreement prior to City. Developer’s execution shall take place no later than ten (10) business days after the adoption (i.e., the final reading) of the Authorizing Ordinance by the City Council. City’s execution shall

take place no later than five (5) business days after the date Developer executes and delivers this Agreement to City.

2.6 Recordation. No later than ten (10) days after the execution of this Agreement by City, the City Clerk shall record, at Developer's sole cost and expense, this Agreement in the Official Records of San Joaquin County, California.

2.7 Effective Date. This Agreement shall become effective upon the Effective Date; provided that Developer has paid to City all Project Costs incurred prior to that time.

2.8 Expiration. Upon the expiration of the Term, any Development Approval that has gone beyond the term normally given thereto under the Land Use Regulations shall lapse and become Void.

3. OBLIGATIONS.

3.1 Obligations of Developer. In consideration of City entering into this Agreement, Developer agrees to:

3.1.1 Comply with this Agreement and the Development Requirements.

3.1.2 Cause its consultants, engineers, employees and other agents to provide City, in a timely manner, with any information related to Developer's obligations hereunder that is requested by City and is reasonably necessary or desirable for City to carry out its obligations hereunder.

3.1.3 Pay to City (a) subject to Section 6.3, all applicable fees specified in Exhibit H hereto and (b) all fees required under Section 5.5.

3.1.4 Include a Bass Pro store within the Project.

3.2 Joint Obligations. It is the express intent of Developer and City to cooperate and work together to implement any Applications and Development Approvals that are reasonably necessary or desirable in connection with the Project, and that are not inconsistent with this Agreement or the Development Approvals.

3.3 Obligations of City. In consideration of Developer entering into this Agreement, City agrees to:

3.3.1 Comply with this Agreement, the Development Approvals and the Development Requirements and process all requests for approval by Developer in conformance therewith, except to the extent otherwise provided in this Agreement.

3.3.2 Purchase the Public Infrastructure Improvements from the Developer pursuant to the Acquisition Agreement.

3.3.3 Not require Developer to dedicate any portion of the Project Site for rights of way or other public purposes.

3.3.4 Cause its consultants, engineers, employees and other agents to provide Developer, in a timely manner, with any non-privileged information related to City's obligations hereunder that is requested by Developer and is reasonably necessary or desirable for Developer to carry out its obligations hereunder.

3.3.5 Not require Developer to pay for any improvements that are not on the Project Site, except as required to connect to improvements on the Project Site or as required in Section 3.1.3.

3.3.6 Cooperate with Developer to coordinate its schedule for the construction of the Public Infrastructure Improvements with Developer's schedule for the construction of the Project such that (a) such construction can proceed in a manner that, to the extent reasonable and feasible, minimizes any delay in the completion thereof; and (b) there shall be sufficient (i.e., for reasonably necessary trucks, equipment and personnel) access over at least one (1) public road to any portion of the Project Site then under construction.

4. VESTED RIGHTS.

4.1 Generally. Developer shall have the vested right to develop the Project pursuant to, and City shall have the right to control the development of the Project in accordance with this Agreement, the Development Approvals, the Development Requirements and Applicable Law; provided, however, that nothing in this Agreement (except for provisions of this Agreement which state that they survive termination), or in the Development Approvals obligates Developer to develop and/or operate the Project, and Developer reserves the right to waive, in whole or in part, any of the vested rights afforded by the Development Approvals, or to terminate this Development Agreement, and pursue Entitlements other than those provided for in, or contemplated by, the Development Approvals, provided that all fees due to the City up to the proposed date of termination have first been paid in full to City.

4.2 Change in Applicable Law; Conflict. This Agreement shall be enforceable by Developer notwithstanding any change in Applicable Law; provided, however, that this Agreement shall not preclude City or the voters in City, by subsequent action, from enacting or imposing any new Land Use Regulations, but such new Land Use Regulations shall not apply to the Project during the Term to the extent they conflict with this Agreement or the Existing Approvals. To the extent a conflict exists or develops between Applicable Law and the Development Approvals and/or the Development Requirements, the Development Approvals and/or the Development Requirements shall control. To the extent a conflict exists or develops between the combination of this Agreement, Applicable Law, the Development Approvals and/or the Development Requirements, this Agreement shall control. In the event Developer initiates a Legal Action challenging the application of a new Land Use Regulation as being in violation of this Agreement, Developer shall bear the burden of alleging that such new Land Use Regulation is inconsistent with one or more of this Agreement, Applicable Law, the Development Requirements or the Development Approvals and City shall thereafter bear the burden of proof in establishing by a preponderance of the evidence that such new Land Use Regulation was not applied by City in violation of this Agreement.

4.3 Reservation of Authority. This Agreement shall not prevent City from applying new uniform construction standards adopted by the State of California, such as the Uniform Building Code, National Electrical Code, Uniform Mechanical Code, Uniform Plumbing Code or California Fire Code or their successor Codes, to the Project to the extent, and in the manner that, the same are applied to all other similar developments within City. Furthermore, nothing in this Agreement shall be construed to be in derogation of City's police power to protect the public health and safety from an Exigent Event involving the Project Site.

4.4 State and Federal Legal Requirements. The Project Site, Developer, or both may be subject to subsequently enacted State or federal Legal Requirements that preempt local regulations, or mandate the adoption of local regulations, and are in conflict with the Development Approvals or the Development Requirements. Upon discovery of such a subsequently enacted State or federal Legal Requirement, City or Developer shall provide the other party with notice thereof, which notice shall include a copy of such Legal Requirement and a description of the alleged conflicts. Promptly thereafter, City and Developer shall meet and confer in good faith in a reasonable attempt to determine whether a modification or suspension of this Agreement is necessary to comply with such subsequently enacted State or federal Legal Requirement. If the parties reasonably determine that such subsequently enacted State or federal Legal Requirement will make completion of the Project uneconomical, then parties may elect to terminate this Agreement by providing City with thirty (30) days advance notice thereof.

4.5 Intent. City acknowledges that Developer has entered into this Agreement on the assumption that City has adequately provided for the public health, safety and welfare through the Land Use Regulations. To this end, City agrees that it shall attempt to address any Exigent Event without impacting the Project as contemplated by the Development Approvals; provided, however, that if this is not possible, City shall select a method that has the least adverse impact on the Project as contemplated by the Development Approvals and the Development Requirements.

5. APPROVALS AND SUBSEQUENT APPROVALS.

5.1 Applications. City agrees that it shall accept and expeditiously process all Applications for Project related Entitlements and Subsequent Approvals and shall exercise its discretion or take action with respect thereto in a manner that complies and is consistent with the Development Approvals, the Development Requirements and Applicable Laws. City shall make a good faith effort to process these Applications as quickly as possible.

5.2 Approvals. City acknowledges and agrees that it has reviewed and approved the Design Development Drawings to the extent required by Applicable Law. To the extent that any Application is consistent with the Development Approvals and the Development Requirements, City shall not unreasonably withhold approval of such Application, nor shall any further review be required of any matters that are covered by and consistent with the Design Development Drawings. To the extent that any Application seeks approval of additional design, features, site plan features, details that are not fully described in the Design Development Drawings, or any combination thereof, including any portion of the Project that would require review by the Planning Commission or the City Council under Section 17.29.020 of the Zoning Code, City agrees that (a) its review shall be confined to those portions of the Project covered by

such Application that are not covered by the Existing Approvals, and shall not include any matter covered by the Existing Approvals; (b) any review by City and, if required, the Planning Commission shall be conducted in accordance with the standards set forth in the Existing Approvals, except to the extent otherwise provided in this Agreement; and (c) if any such Application is initially disapproved by City staff, then Developer may thereafter resubmit the same to the City Manager or the Community Development Director of City for an expedited review thereof by the Planning Commission.

5.3 Sanitary Sewer Allocations. City agrees to allocate at least one-hundred-seventy-five-thousand (175,000) gallons per day of sanitary sewer capacity to the Project (including the construction and operation thereof as contemplated in the Design Development Drawings), and to make such allocation available prior to the commencement of the construction of the Project; provided, however, that any portion of such allocation that is not actually used in connection therewith shall automatically revert to City upon the issuance of the final building permit for the Project, and any development of the Project Site after the expiration/termination of this Agreement shall not be exempt from City's sanitary sewer permitting requirements.

5.4 Processing Fees. Developer shall pay application and processing fees customarily imposed by City on the type of Entitlement sought at the rate and in the amount specified by the fee schedule that is (a) applicable to all other development in the City, and (b) in effect on the Agreement Date, as set forth in Exhibit H.

5.5 CEQA. All of the requirements of CEQA have been met with respect to the Project and the Agreement and the City has previously reviewed, considered and certified the EIR and adopted Findings and a Statement of Overriding Considerations and a Mitigation Monitoring Plan applicable thereto. Developer shall comply with and implement all mitigation measures as set forth in the adopted mitigation monitoring program. The Parties agree that Developer's payment of the City-imposed fees included in Exhibit H of this Agreement satisfies the Developer's mitigation obligation to make fair share payments for the Project's impacts on City infrastructure, including fair share payments required in the EIR for such impacts.

5.6 Entitlements. City agrees to reasonably cooperate with Developer, at no cost or expense to City, to secure reasonably necessary or desirable Entitlements from other Governmental Authorities, and Developer agrees to apply for such Entitlements in a timely manner.

6. DEVELOPMENT FEES.

6.1 Applicable Rates. City agrees that Developer shall not be subject to any Development Impact Fees that City revises, enacts, adopts or imposes on or after the Agreement Date; provided, however, that Developer may elect by notice to City to have the Project governed by fee rates that are revised, enacted, adopted or imposed on all other developments in City after the Agreement Date.

6.2 Calculation. Developer acknowledges that certain Development Impact Fees are assessed on a square footage basis, while others require payment of a set amount (flat fee) regardless of square footage.

6.3 Payment of Fees. Developer shall pay certain Development Impact Fees as set forth in Exhibit H at the times set forth in Exhibit H. Developer acknowledges that the list of fees in Exhibit H in no way limits or modifies the obligation of Developer to pay fees imposed by third parties, regardless of whether such fees are collected by City for such third parties.

7. MODIFICATIONS.

7.1 Applicable Law Modifications. From and after the Agreement Date, Developer may seek a modification of this Agreement, the Development Approvals or any combination thereof in accordance with the following:

7.1.1 If the City Manager determines, in his or her reasonable discretion, that such modification is an Inconsistent Modification, then Applicable Law may be subject to modification, at City's sole discretion, as a condition of City's approval of such Inconsistent Modification or the City may disapprove the Inconsistent Modification; or

7.1.2 If the City Manager determines, in his or her reasonable discretion, such modification is a Consistent Modification, then Applicable Law shall not be subject to modification by City as a result of City's approval of such Consistent Modification.

7.2 Agreement Modifications. Unless otherwise required by Legal Requirements, a modification of the Development Approvals at the request of Developer pursuant to Section 7.1 shall not require a modification of this Agreement, and any such modified Development Approval as may be approved by City shall be treated as if it were in existence on the Agreement Date, unless such Development Approval modification:

7.2.1 Materially alters the permitted uses of the Project Site in a manner inconsistent with the General Plan;

7.2.2 Increases the density or intensity of use of the Project Site in a manner inconsistent with the General Plan; or

7.2.3 Increases the maximum height, size, or combination thereof of buildings permitted on the Project Site.

In which case, a modification of this Agreement shall be processed concurrently with such modification of the Development Approvals. Otherwise, a modification of the Development Approvals shall not alter, affect, impair or otherwise impact the rights, duties and obligations of the parties under this Agreement.

7.3 Caveat. Notwithstanding anything to the contrary in this Section 7, a modification of this Agreement is not required if Developer pursues alternate entitlements pursuant to a waiver of any of its vested rights as provided for in Section 4.1.

7.4 Procedure. Except as provided to the contrary in this Section 7 (including Section 7.6), the procedure for proposing and adopting a modification to this Agreement shall be the same as the procedure required by the Development Agreement Law.

7.5 Execution. Any modification of this Agreement shall be in writing and shall require the signature of both City and Developer.

7.6 Operating Memoranda. The parties desire to retain a certain degree of flexibility with respect to the details of the development of the Project and with respect to those matters covered herein only in general terms. If and when City Manager and Developer mutually find that changes, adjustments or clarifications are appropriate to further the intended purposes hereof, and such (a) are not materially inconsistent with the Development Approvals (b) City Manager elects in its sole and absolute discretion not to refer such changes, adjustments or clarifications to the Planning Commission or the City Council for approval and (c) do not otherwise affect the Term, permitted uses, provisions for reservation and dedication of land, requirements relating to Subsequent Approvals or other subsequent discretionary actions or monetary contributions by Developer, they may, unless otherwise required by Section 7.2, effectuate such changes, adjustments or clarifications without prior notice, public hearing or modifications to this Agreement, through one or more operating memoranda approved by the City Manager and any corporate officer of Developer, which, after execution, shall be attached hereto and become a part hereof; provided, however, that nothing herein shall authorize the delegation of authority to the City Manager that is contrary to state or federal Legal Requirements.

8. COMPLIANCE REVIEW.

8.1 Periodic Review. City shall review this Agreement at least once every twelve (12) months and otherwise in accordance with the Development Agreement Law and the Legal Requirements of City. City shall notify Developer at least thirty (30) days prior to the proposed date for the completion of such review.

8.2 Good Faith Compliance. During each periodic review, Developer shall be required to demonstrate the extent of its good faith compliance with all material terms of this Agreement. The parties recognize that this Agreement contains a large number of requirements and that if City were to require Developer to present evidence of Developer's good faith compliance with each and every requirement, such a review would be a wasteful exercise of the parties' resources. Accordingly, Developer shall be deemed to have satisfied such requirement if it presents evidence of substantial compliance with the material provisions of this Agreement to the satisfaction of the City Manager. Generalized evidence or statements of compliance shall be accepted in the absence of any evidence that such generalized evidence is untrue in any material respects.

8.3 Notice. Within thirty (30) days after the completion of any review of this Agreement as contemplated by this Section 8, City shall notify Developer regarding its determination of Developer's good faith compliance with all material terms of this Agreement.

8.4 Failure to Conduct Annual Review. The failure of City to conduct any such annual review shall not constitute, or be asserted by Developer or City as, a breach of this Agreement.

8.5 Initiation of Review by City Council. In addition to the annual review, the City Council may, at any time, initiate a review of this Agreement by giving notice thereof to Developer. Any such notice must describe in detail the specific issues that caused City to question Developer's good faith compliance with any or all material terms of this Agreement. Within thirty (30) days following receipt of any such notice, Developer shall submit evidence to the City Council of Developer's good faith compliance with all material terms of this Agreement and such review shall proceed in the same manner as provided for the annual review.

8.6 Availability of Information. If requested by Developer, City shall, within ten (10) business days of its receipt of such request, provide Developer, at Developer's sole cost and expense, with copies of any information reviewed, accumulated or prepared by or for City in connection with any review of this Agreement.

9. PUBLIC FINANCING AND CITY LEASE.

9.1 Community Facilities District. Developer may submit a petition to City for the creation of a Community Facilities District ("**CFD**") under the Mello-Roos Community Facilities Act of 1982, as amended, and the issuance of CFD bonds for the financing of a portion of the Public Infrastructure Improvements set forth in Exhibit C. The parties acknowledge that the creation of a CFD is a legislative act subject to a hearing and certain specified notices and legislative considerations. Nevertheless, the parties will work diligently to structure and the City Manager will support the formation of such a district and the issuance of bonded indebtedness thereby in an amount not less than \$18.3 million in construction proceeds or other amount warranted, as determined by the City, to fund the construction of eligible improvements set forth in Exhibit C. Notwithstanding City's goals and policies, it is anticipated that City will use CFD bond proceeds to acquire land underlying all or a portion of the facilities financed by such CFD.

9.2 Public Parking Lease. City needs access to additional public parking, parking for recreational activities, recreational areas, and staging and emergency medical transport in the case of emergency situations. In addition, in order to promote the use of alternate transportation sources, the City desires to establish a public park and ride facility at the Project site. Consequently, the City and Developer agree to enter into a lease in the form attached hereto as Exhibit G, which satisfies such municipal needs and desires. The lease shall be signed and delivered concurrently with the execution and delivery of this Agreement.

10. DEFAULTS; FORCE MAJEURE.

10.1 Default. The occurrence of any or all of the following by either party shall constitute a default under this Agreement (a "**Default**"):

10.1.1 Monetary. A breach of this Agreement involving the payment of money, and the continuance of such breach for a period of ten (10) days after receipt of notice thereof; or

10.1.2 Performance. A breach of any material term of this Agreement, not involving the payment of money, and the continuance of such breach for a period of thirty (30) days after receipt of notice thereof (which notice may include a notice of non-compliance given pursuant to Section 8.3); provided, however, that if such breach is not reasonably susceptible of being cured within such thirty (30) day period, then a Default shall exist only if the cure of such breach is not commenced within such thirty (30) day period or thereafter is not diligently prosecuted to completion. Notwithstanding the foregoing, the time for performance of the material terms of this Agreement not involving the payment of money, and the cure periods provided above, shall be extended by Unavoidable Delays. Furthermore, the time (including cure periods) for the performance of any of Developer's obligations hereunder shall be extended by City Delays to the extent the same directly affect any such obligation.

10.2 Force Majeure.

Whenever performance is required of a party hereunder, that party shall use all due diligence and take all necessary good-faith measures to perform, but if completion of performance is subject to Unavoidable Delay, then the specified time for performance shall be extended by the amount of the Unavoidable Delay.

11. REMEDIES. This Agreement is only enforceable by City and Developer.

11.1 City Remedies. In the event of a Default by Developer, all of the following remedies shall be available to City:

11.1.1 Refuse to grant Subsequent Approvals or issue Entitlements, including building permits and certificates of occupancy.

11.1.2 Institute a Legal Action against Developer pursuing any remedy available at law or in equity, including specific performance, to the extent provided in Section 11.3;

11.1.3 Deliver a notice to Developer of City's intent to terminate this Agreement pursuant to California Government Code Section 65868. Following such delivery, the matter shall be scheduled for public hearing for consideration and review by the City Council in the manner set forth in the Development Agreement Law and the Legal Requirements of City. Following consideration of the substantive evidence in the record before the City Council, and a determination by the City Council based thereon, City may deliver a notice to Developer terminating this Agreement pursuant to California Government Code Section 65865.1, and such notice shall be effective immediately, and this Agreement shall be Void, upon City's delivery thereof.

11.2 Developer Remedies. In the event of a Default by City, all of the following remedies shall be available to Developer:

11.2.1 Deliver a notice to City terminating this Agreement, and such notice shall be effective immediately, and this Agreement shall be Void, upon Developer's delivery thereof.

11.2.2 File a claim with the City Clerk not later than one hundred eighty (180) days after accrual of the Default by City. The City Clerk shall then place such claim on the agenda of a meeting of the City Council for consideration and decision. The City Council shall act on such claim in accordance with California Government Code Section 912.4; provided, however, that if the City Council fails or refuses to do so, such claim shall be deemed rejected as provided in California Government Code Section 912.4(c). This is a provision governing the presentation of all claims by Developer arising out of or related to this Agreement and the consideration and payment of such claims as permitted by California Government Code Section 930.2.

11.2.3 After the filing by Developer and rejection by City of a claim as required by Section 11.2.2, Developer may pursue any remedy available at law or in equity, including specific performance as set forth in Section 11.3.

11.3 Specific Performance. Due to the size, nature and scope of the Project, it may not be practical or possible to restore the Project Site to its natural condition once implementation of this Agreement has begun. Thereafter, Developer may be foreclosed from obtaining other benefits from the Project Site or utilizing the Project Site for different purposes. City and Developer have already invested significant time and resources and performed extensive planning and processing of the Project in agreeing to the terms of this Agreement and will be investing even more significant time and resources in implementing the Project in reliance upon the terms of this Agreement, and it may not be possible to determine the sum of money that would adequately compensate City and Developer for such efforts. For the above reasons, City and Developer agree that damages may not be an adequate remedy if City or Developer fails to carry out its obligations under this Agreement and that City and Developer each shall have the right to seek and obtain specific performance as a remedy for any Default.

11.4 City Right To Terminate If Project Does Not Include Bass Pro. If Developer is unable to include a Bass Pro store as part of the Project as required by Section 3.1.4 of this Agreement, then City, as its sole and exclusive remedy for Developer's failure to include a Bass Pro store, shall be entitled to terminate this Agreement pursuant to Section 11.1.3, anything in this Section 11 to the contrary notwithstanding. Such termination shall extinguish this Agreement in its entirety, notwithstanding anything else in this Agreement or Section 12.1 hereof to the contrary.

12. TRANSFERS AND ASSIGNMENTS.

12.1 Permitted Transfers. Developer may enter into Permitted Transfers without the consent of the City; however, Developer and the applicable Transferee shall execute and deliver to City an Assignment and Assumption Agreement for those types of Permitted Transfers defined in subsections (c) and (d) of Section 1.47 of this Agreement. No less than fifteen (15) days before consummation of any Permitted Transfer, Developer shall provide City with a) notice of all Permitted Transfers, b) copies of applicable documents related to the Permitted Transfer, and c) for the types of Permitted Transfers defined in subsections (c) and (d) of Section 1.47 of this Agreement, the organizational documents with the transferee

demonstrating the percentages of ownership and control over the Project held by Developer and each Transferee. Developer shall remain liable to perform all of the terms and conditions of this Agreement with respect to any portion of, or interest in, the Project that shall be the subject of a Permitted Transfer. This provision shall survive the termination of this Agreement and be effective until the earlier of (a) the expiration of the Term of this Agreement or (b) the completion of the Project.

12.2 Post-Completion Transfers. After completion of the Project, Developer may enter into one or more Qualified Transfers without the prior consent of City. Developer shall remain liable to perform all of the terms and conditions of this Agreement with respect to any portion of, or interest in, the Project that shall be the subject of such Qualified Transfer unless Developer and the applicable Transferee shall execute and deliver to City an Assignment and Assumption Agreement, in which case Developer shall be released from its obligations with respect to such portion of, or interest in, the Project that was the subject of such Transfer. No consent given by City to any Transfer shall be construed as a consent to any other Transfer. No Qualified Transfer in violation of the terms and provisions of this Section 12 shall be valid or enforceable.

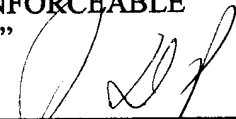
12.3 Other Transfers. At any time, Developer may enter into one or more Transfers with the prior written consent of City, which consent may be granted or withheld in City's sole and absolute discretion. No consent given by City to any Transfer shall be construed as a consent to any other Transfer. No Transfer in violation of the terms and provisions of this Section 12 shall be valid or enforceable.

12.4 General Conditions Applicable to Transfers. In connection with any Permitted Transfer, Qualified Transfer or other Transfer consented to by City that includes an Assignment and Assumption Agreement, City and Developer shall reasonably cooperate to specify, in an exhibit to such Assignment and Assumption Agreement, which obligations under this Agreement are applicable to the portion of the Project that is the subject of such Transfer, and the applicable Transferee shall be obligated only with respect to such specified obligations. From and after the date of any Permitted Transfer, Qualified Transfer or other Transfer consented to by City, a Default that does not affect the portion of the Project that was the subject of such Transfer shall not affect any right and/or obligation of the applicable Transferee under this Agreement. Conversely, a Default by the applicable Transferee shall not affect Developer's, or any other Person's, obligations with respect to the portion of the Project that was not the subject of such Transfer. Notwithstanding anything herein to the contrary, in no event shall any Mortgagee have any obligation under this Agreement unless and until such Mortgagee purchases at a foreclosure sale, or accepts a deed in lieu of foreclosure, the portion of the Project that was subject to a Mortgage.

12.5 Enforceability of Transfer Restrictions. City and Developer intend that the foregoing provisions of this Section 12 be enforceable notwithstanding California Civil Code Section 711 and any similar statutes or laws (including without limitation, case law), and Developer acknowledges that the City has entered into this Agreement in specific reliance upon the enforceability of the provisions of this Article 12 and the waiver and covenant hereinafter set forth. **INSOFAR AS THEY CONFLICT WITH THE PROVISIONS OF THIS SECTION 12, DEVELOPER HEREBY EXPRESSLY WAIVES ALL BENEFITS OF AND RIGHTS UNDER**

CALIFORNIA CIVIL CODE SECTION 711 (WHICH PROVIDES THAT “CONDITIONS RESTRAINING ALIENATION, WHEN REPUGNANT TO THE ESTATE CREATED ARE VOID”) AND DEVELOPER HEREBY COVENANTS NOT TO ASSERT OR FILE ANY SUCH CLAIM TO THE EXTENT THAT SUCH CLAIM WOULD BE INCONSISTENT WITH THIS SECTION 12.

DEVELOPER ALSO EXPRESSLY WAIVES ANY AND ALL CLAIMS THAT IT MAY HAVE THAT ANY PROVISION OF THIS SECTION 12 IS NOT ENFORCEABLE BECAUSE IT CONSTITUTES A “RESTRAINT ON ALIENATION.”



Developer's Initials

13. RIGHTS OF MORTGAGEES.

13.1 Mortgage Protection. The provisions of this Agreement do not limit the rights of Mortgagee to foreclose or otherwise enforce or pursue remedies under a Mortgage and a Default shall not defeat, render invalid or limit the lien of a Mortgage, whether or not a Mortgage is subordinated to this Agreement; provided, however, that the provisions of this Agreement shall be binding and effective against Mortgagee.

13.2 Default Notices; Mortgagee Right to Cure. Whenever City shall deliver any notice or demand to Developer with respect to any breach or default by Developer hereunder, City shall at the same time deliver a copy of such notice or demand to any Mortgagee with an interest in the portion of the Project affected by such breach or default. Any such notice or demand shall not be effective against Mortgagee unless City has delivered a copy thereof to Mortgagee. Mortgagee shall have the right, at its option but without obligation, within ninety (90) days after such breach or default by Developer hereunder becomes a Default, to cure or remedy such Default and to add the cost thereof to the outstanding principal balance of the relevant Mortgage; provided, however, that if such Default cannot with reasonable diligence be cured or remedied within such ninety (90) day period, Mortgagee shall have such additional time as is reasonably necessary to cure or remedy such Default. If such Default shall be a Default that can only be cured or remedied by Mortgagee upon obtaining possession of the Project Site and Mortgagee seeks to obtain the same with reasonable diligence through a receiver or otherwise, then Mortgagee shall have until ninety (90) days after so obtaining possession of the Project Site to cure or remedy such Default. Mortgagee shall not be required to cure or remedy any Default by Developer that cannot, by its nature, be cured or remedied by Mortgagee.

13.3 Successors. Subject to Section 12, all rights and obligations of Mortgagee under this Agreement shall also accrue to any purchaser, assignee or successor thereof upon transfer of title to the Project Site pursuant to a judicial or nonjudicial foreclosure, or a deed in lieu of foreclosure, of a Mortgage; provided, however, that Mortgagee, but not any such purchaser, assignee or successor thereof, shall not be liable for the performance of any of Developer's obligations hereunder unless and until Mortgagee exercises any of Developer's rights hereunder.

14. CHALLENGES.

14.1 Third Party Challenges. No third party, including other Governmental Authorities, may commence a Legal Action challenging (e.g., a Legal Action seeking to Void, attack, review, interpret, set aside or annul) all or any part of this Agreement or the decision of City to approve and execute this Agreement unless such Legal Action is commenced and service made on City within thirty (30) days after the Agreement Date. The foregoing shall not be deemed to extend or shorten any period provided by any Legal Requirement (e.g., the California Government Code) to challenge this Agreement as a legislative action of the City Council, or any appeal period provided by any Legal Requirement (e.g., CEQA) with respect to any environmental review of the Project.

14.2 Defense of Third Party Challenges. If a Legal Action is instituted by a third party, including other Governmental Authorities, challenging this Agreement, the Development Approvals, or both, including the sufficiency of the environmental review of the Project pursuant to CEQA, the parties agree to reasonably cooperate in jointly defending such Legal Action; provided, however, that City may, but is in no way required to tender the complete defense thereof to Developer, and if Developer accepts such tender, the following shall apply:

14.2.1 Developer shall Indemnify City from all Claims incurred by City in connection with such third party Legal Action;

14.2.2 Developer shall control the defense of such third party Legal Action; provided, however, that Developer shall coordinate such defense with City and shall seek and secure City's concurrence with any settlement;

14.2.3 Developer shall be solely responsible for the attorneys' fees and costs owing to the legal counsel selected by Developer;

If City does not tender the defense to Developer, or if Developer refuses to accept such tender, City may defend such third party Legal Action (as City reasonably determines appropriate), and if City elects to do so, Developer shall Indemnify City from all Claims incurred by City in connection therewith, including that Developer shall be solely responsible for all costs and expenses, including attorneys fees and any damages as may be awarded to third party or parties, incurred by City in connection with such defense.

14.3 Developer Challenges. Any final decision by City's staff concerning the interpretation and administration of this Agreement may be appealed by Developer first to the Planning Commission and thereafter to the City Council; provided, however, that any such appeal shall be filed with the City Clerk within thirty (30) days after Developer receives notice that the staff decision is final. The Planning Commission and, if applicable, the City Council shall render, at a noticed public hearing, its decision to affirm, reverse or modify the staff decision as soon as is reasonably possible, but in no event more than sixty (60) days after the Planning Commission received the appeal.

15. MISCELLANEOUS.

15.1 Indemnification. Developer shall assume the defense of, indemnify and save harmless City and all Indemnified Parties from and against any and all liabilities, and any actions, damages, claims, losses, costs and expenses of every and any type and description to which they may be subjected or put for any reason, including but not such limited to the breach of any provision of this Agreement by Developer, or Developer's agent's or contractor's violations of law.

In the event that Developer (or its assignees or successors) defaults under this Section 15.1 and fails to cure the default within thirty (30) days after written notice from City, then City may terminate this Agreement by written notice to Developer.

Notwithstanding the foregoing, no indemnification is given hereunder for any action, damage, claim, loss or expense directly attributable to the intentional acts or active negligence of the Indemnified Parties hereunder; however, neither the City's authorization, approval and execution of this Agreement nor the City's performance of its obligations under this Agreement shall constitute "active negligence" or an "intentional act" for the purposes of this sentence. The provisions of this Section 15.1 shall survive until the expiration of all applicable statutes of limitation for such Claims.

15.2 Notice. Any notice, request, direction, demand, consent, waiver, approval or other communication required or permitted to be given hereunder shall not be effective unless it is given in writing and shall be delivered (a) in person, (b) by certified mail, postage prepaid, return receipt requested, (c) by facsimile, or (d) by a commercial overnight courier that guarantees next day delivery and provides a receipt and addressed to the parties at the addresses stated below, or at such other address as either party may hereafter notify the other in writing as aforementioned:

If to City:

City of Manteca
1001 West Center Street
Manteca, California 95337
Attention: City Manager
Facsimile: (209) 239-8400

With a copy to:

Richards, Watson & Gershon
355 South Grand Avenue, 40th Floor
Los Angeles, California 90071-3101
Attention: David M. Snow, Esq.
Phone: (213) 626-8484
Facsimile: (213) 626-0078

If to Developer:

Manteca Lifestyle Center, LLC
6410 Poplar Avenue, Suite 850
Memphis, TN 38119
Phone: (901) 761-7604, ext. 521
Fax: (901) 507-5553
Email: brogers@pm-lifestyle.com

With a copy to:

Latham & Watkins LLP
633 West Fifth Street
Los Angeles, California 90071
Attention: William Delvac, Esq.
Phone: (213) 891-7913
Fax: (213) 891-8763
Email: william.delvac@lw.com

Service of any such notice or other communications so made shall be deemed effective on the day of actual delivery (whether accepted or refused) as evidenced by confirmed answerback if by facsimile (provided that if any notice or other communication to be delivered by facsimile is unable to be transmitted because of a problem affecting the receiving party's facsimile machine, the deadline for receiving such notice or other communication shall be extended through the next business day), as shown by the addressee's return receipt if by certified mail, or as confirmed by the courier service if by courier; provided, however, that if such actual delivery occurs after 5:00 p.m. (local time where received) or on a non-business day, then such notice or demand so made shall be deemed effective on the first business day following the day of actual delivery.

15.3 Applicable Law. The laws of the State of California shall govern the interpretation and enforcement of this Agreement.

15.4 Attorneys' Fees. Should either party bring a Legal Action in connection with a Default or to otherwise enforce any provision of this Agreement, the prevailing party in such Legal Action shall be entitled to reasonable attorneys' fees, court costs, and other litigation expenses including attorneys' fees on appeal and expenses incurred for investigation, preparation, depositions and discovery. The entitlement to recover such fees, costs and expenses shall accrue upon the commencement of such Legal Action regardless of whether the same is prosecuted to final judgment.

15.5 Acceptance of Service of Process. In the event Developer commences any Legal Action against City, service of process on City shall be made by personal service upon the City Manager or in such other manner as may be provided by law. In the event any Legal Action is commenced by City against Developer, service of process on such party shall be made by personal service upon Developer's registered agent for service of process on file with the California Secretary of State, with a concurrent copy delivered as provided in Section 15.2.

15.6 Venue. Any legal actions initiated pursuant to this Agreement or otherwise with respect to its subject matter must be instituted in the Superior Court of the County

of San Joaquin, State of California, or in the Federal District Court in the Eastern District of California.

15.7 Waiver. The waiver of any provision of this Agreement must be in writing and signed by the party providing such waiver. The waiver of a breach of any provision of this Agreement shall not be deemed to be a waiver of such provision or any subsequent breach of the same or any other provision of this Agreement. Acceptance of performance after the due date of such performance shall not be deemed to be a waiver of any preceding breach of any provision of this Agreement, regardless of the accepting party's knowledge of such preceding breach at the time of acceptance of such performance. Failure or delay by a party to insist upon the strict performance of any provision of this Agreement by the other party, and failure or delay by a party to exercise its rights and/or remedies upon a Default by the other party, shall not constitute a waiver of such party's right to demand strict compliance, or exercise its rights and/or remedies, in the future.

15.8 No Liability. No official, officer, attorney, employee, consultant, agent or representative of City shall be personally liable to Developer in the event of any Default by City or for any amount due, or performance of any obligation, to Developer under the terms of this Agreement. No officer, employee, shareholder, member, manager, partner, attorney, consultant, agent or representative of Developer shall be personally liable to City in the event of any Default by Developer or for any amount due, or performance of any obligation, to City under the terms of this Agreement.

15.9 Successors and Assigns. Except as otherwise provided herein, this Agreement shall bind and inure to the benefit of the parties hereto and their respective successors and assigns.

15.10 Relationship of the Parties. The provisions of this Agreement shall not cause the parties to be construed in any manner whatsoever as partners, joint venturers or agents of each other in the performance of their respective obligations hereunder, or subject either party to any obligations, loss, charge or expense of the other party unless the party to be held responsible has independently contracted with the claimant so as to make it directly responsible for the performance and/or payment, as appropriate, of the pertinent obligation, loss, charge or expense. Furthermore, City and Developer hereby renounce the existence of any form of partnership, joint venture or agency between them. Finally, City and Developer acknowledge and agree that (a) the Project is a private development and (b) Developer shall have full power over, and exclusive control of, the Project, subject only to the limitations imposed upon, and obligations of, Developer under this Agreement and the Development Approvals.

15.11 Good Faith and Fair Dealing. No party shall do anything that shall have the effect of materially harming or injuring the right of the other party to receive the benefits provided for in this Agreement; each party shall refrain from doing anything that would render its performance, or the performance by the other party, under this Agreement impossible; and each party shall do everything that this Agreement contemplates that such party shall do in order to accomplish the goals and purposes of this Agreement.

15.12 Construction. Each party acknowledges that such party and its counsel, after negotiation and consultation, have reviewed and revised this Agreement. As such, the terms of this Agreement shall be fairly construed and the usual rule of construction, to the effect that any ambiguities herein should be resolved against the drafting party, shall not be employed in the interpretation of this Agreement. The language used in this Agreement shall, in all cases, be construed as a whole and in accordance with its fair meaning. The parties acknowledge and agree that this Agreement is not intended to constitute, nor shall be construed to constitute, an impermissible attempt to contract away the legislative and governmental functions of City, including City's police powers. In this regard, the parties further acknowledge and agree that this Agreement shall not be deemed to constitute the impermissible surrender or abnegation of City's governmental powers over the Project Site or any decision arising from this Agreement, directly or indirectly.

15.13 Severability. Each and every provision of this Agreement is, and shall be construed to be, a separate and independent covenant and agreement. If any provision of this Agreement, or the application thereof, shall to any extent be held to be invalid or unenforceable, the remainder of this Agreement, or the application of such provision to circumstances other than those to which it is invalid or unenforceable, shall not be affected hereby, and each provision of this Agreement shall be valid and shall be enforced to the extent permitted by law.

15.14 Time. Time is of the essence of this Agreement.

15.15 Further Assurances. The parties shall execute and deliver any and all additional documents and other assurances, and shall do any and all other acts and things, reasonably necessary to carry out the purposes of, and the intent of the parties under, this Agreement.

15.16 No Third-Party Beneficiaries. This Agreement is for the exclusive benefit of City, Developer, Mortgagees and Transferees, and shall not be construed to be for the benefit of, or be enforceable by, any third party.

15.17 Entire Agreement. This Agreement contains the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior negotiations, discussions and agreements between the parties in connection therewith, and no parol evidence of any prior or other agreement shall be permitted to contradict or vary the terms hereof.

15.18 Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same document.

15.19 Estoppel Certificates. In connection with a Mortgage or other Transfer, or a review of this Agreement as contemplated by Section 8, Developer, City, a prospective Mortgagee and/or Transferee may request an estoppel certificate from a party, and such party shall provide a signed certificate to the requesting party within thirty (30) days after its receipt of a request therefor. The City Manager may sign such estoppel certificate on behalf of City. Any corporate officer of Developer may sign on behalf of Developer. The requesting party may rely

upon any such estoppel certificate, and such estoppel certificate shall address reasonable matters such as:

15.19.1 Whether this Agreement is in full force and effect and is a binding obligation of the parties.

15.19.2 Whether this Agreement has been modified and, if so modified, identifying the modifications.

15.19.3 Whether a breach in the performance of the material obligations under this Agreement exists and, if such a breach does exist, the nature and/or amount thereof.

15.19.4 Which obligations of Developer under this Agreement are applicable, and which are not applicable, to a portion of the Project that is affected by a Transfer.

15.19.5 Whether a Default exists.

[This Space Intentionally Left Blank; Signatures on the Next Page]

IN WITNESS WHEREOF, the parties hereto have entered into this Development Agreement as of the Agreement Date.

CITY:

CITY OF MANTECA, a California municipal corporation

By: 

Name: Willie Weatherford

Its: Mayor

ATTEST:

By: 

Name: Joann Tilton

City Clerk

APPROVED AS TO FORM:

Richards Watson & Gershon,
a Professional Corporation

By: 

Name: David M. Snow

Counsel to City

DEVELOPER:

MANTECA LIFESTYLE CENTER, LLC

By: 

Joshua D. Poag

Executive Vice President

STATE OF CALIFORNIA)
)
COUNTY OF _____)

On _____, 2007, before me, _____,
a Notary Public in and for the State of California, personally appeared _____,
_____ , 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 he/she executed the same in his/her authorized capacity,
and that by his/her signature on the instrument, the person, or the entity upon behalf of which the
person acted, executed the instrument.

WITNESS my hand and official seal.

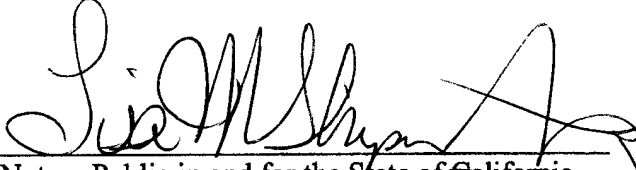
Notary Public in and for the State of California

(SEAL)

^{Tennessee}
STATE OF CALIFORNIA)
)
COUNTY OF Shelby)

On March 26, 2007, before me, Lisa M. Shipowitz,
a Notary Public in and for the State of ~~California~~ ^{TN}, personally appeared Joshua D. Poo,
_____ , 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 he/she executed the same in his/her authorized capacity,
and that by his/her signature on the instrument, the person, or the entity upon behalf of which the
person acted, executed the instrument.

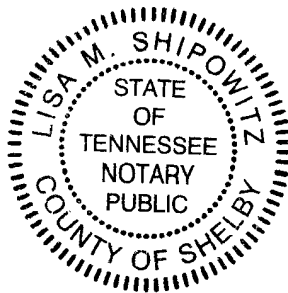
WITNESS my hand and official seal.



Notary Public in and for the State of ~~California~~ ^{Tennessee}

MY COMMISSION EXPIRES SEPT 16, 2009

(SEAL)



STATE OF CALIFORNIA)

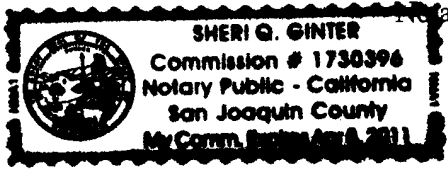
COUNTY OF San Joaquin)

On April 11, 2007, before me, Sheri Ginter, Notary Public,
a Notary Public in and for the State of California, personally appeared
Willie Weatherford, 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 he/she executed the same in his/her authorized capacity,
and that by his/her signature on the instrument, the person, or the entity upon behalf of which the
person acted, executed the instrument.

WITNESS my hand and official seal.

Sheri Ginter

Notary Public in and for the State of California



(SEAL)

STATE OF CALIFORNIA)

COUNTY OF _____)

On _____, 2007, before me, _____,
a Notary Public in and for the State of California, personally appeared _____,
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 he/she executed the same in his/her authorized capacity,
and that by his/her signature on the instrument, the person, or the entity upon behalf of which the
person acted, executed the instrument.

WITNESS my hand and official seal.

Notary Public in and for the State of California

(SEAL)

EXHIBIT A

LEGAL DESCRIPTION OF PROJECT SITE

EXHIBIT "A"
Legal Description for
Development Agreement

(consisting of 11 parcels and one easement area)

PARCEL 1:

(As described in Grant Deed recorded April 23, 2004 as Document # 2004-086246, San Joaquin County Records)

THE LAND HEREIN DESCRIBED IS SITUATED IN THE STATE OF CALIFORNIA, COUNTY OF SAN JOAQUIN, CITY OF MANTECA, AND IS DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SECTION EIGHT (8), TOWNSHIP TWO (2) SOUTH, RANGE SEVEN (7) EAST, MOUNT DIABLO BASE AND MERIDIAN; THENCE SOUTH 0 DEGREES 05 MINUTES 40 SECONDS WEST ALONG THE CENTERLINE OF UNION ROAD, THE WESTERLY LINE OF SAID SECTION 8, A DISTANCE OF 625 FEET TO THE POINT OF BEGINNING OF THE FOLLOWING DESCRIBED PARCEL:

THENCE CONTINUING SOUTH 0 DEGREES 05 MINUTES 40 SECONDS WEST ALONG THE CENTER LINE OF UNION ROAD, A DISTANCE OF 200 FEET TO A POINT; THENCE SOUTH 89 DEGREES 57 MINUTES 10 SECONDS EAST, A DISTANCE OF 325 FEET TO A POINT; THENCE NORTH 0 DEGREES 05 MINUTES 40 SECONDS EAST, A DISTANCE OF 200 FEET TO A POINT; THENCE NORTH 89 DEGREES 57 MINUTES 10 SECONDS WEST, A DISTANCE OF 325 FEET TO THE POINT OF BEGINNING.

EXCEPT THE WESTERLY 25 FEET IN UNION ROAD.

ALSO EXCEPT THEREFROM THAT PORTION CONVEYED BY DEED RECORDED NOVEMBER 20, 1974, IN BOOK 3930, PAGE 409, AND RE-RECORDED DECEMBER 24, 1974 IN BOOK 3939, PAGE 235, SAN JOAQUIN COUNTY RECORDS, DESCRIBED AS FOLLOWS:

A PORTION OF THAT CERTAIN PARCEL OF LAND CONVEYED BY DEED RECORDED JUNE 4, 1971, IN BOOK 3536, PAGE 131, INSTRUMENT NO. 24307, SAN JOAQUIN COUNTY RECORDS, SAID PORTION DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE NORTH LINE OF SAID PARCEL WITH THE EAST LINE OF UNION ROAD, SAID INTERSECTION BEING 25 FEET EASTERLY AND AT RIGHT ANGLES TO THE WEST LINE OF SAID SECTION 8, THENCE (1) ALONG SAID NORTH LINE NORTH 89 DEGREES 58 MINUTES 58 SECONDS EAST, 44.07 FEET; (2) SOUTH 7 DEGREES 47 MINUTES 40 SECONDS WEST, 201.87 FEET TO THE SOUTH LINE OF SAID PARCEL; (3) THENCE ALONG SAID SOUTH LINE SOUTH 89 DEGREES 58 MINUTES 58 SECONDS WEST, 17.00 FEET TO THE SAID EAST LINE; THENCE (4) ALONG SAID EAST LINE NORTH 0 DEGREES 05' MINUTES 20 SECONDS EAST, 200 FEET TO THE POINT OF BEGINNING.

(APN: 224-02-01)

PARCEL 2:

(As described in Grant Deed recorded April 28, 2004 as Document # 2004-089956, San Joaquin County Records)

THE LAND HEREIN DESCRIBED IS SITUATED IN THE STATE OF CALIFORNIA, COUNTY OF SAN JOAQUIN, CITY OF MANTECA, AND IS DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SECTION 8, TOWNSHIP 2 SOUTH, RANGE 7 EAST, MOUNT DIABLO BASE AND MERIDIAN AND RUNNING THENCE SOUTH ALONG THE CENTERLINE OF UNION ROAD FOR A DISTANCE OF 825 FEET TO THE POINT OF BEGINNING OF THE HEREINAFTER DESCRIBED TRACT OF LAND; THENCE FROM SAID POINT OF BEGINNING SOUTH ALONG THE CENTER LINE OF SAID UNION ROAD FOR A DISTANCE OF 495 FEET; THENCE EAST 1320 FEET; THENCE NORTH 495 FEET; THENCE WEST 1320 FEET TO THE POINT OF BEGINNING.

(APN: 224-02-03)

PARCEL 3:

(As described in Grant Deed recorded March 2, 2004 as Document # 2004-041251, San Joaquin County Records)

THE LAND DESCRIBED HEREIN IS SITUATED IN THE STATE OF CALIFORNIA, COUNTY OF SAN JOAQUIN, CITY OF MANTECA, AND IS DESCRIBED AS FOLLOWS:

PARCEL ONE:

THE WEST 466.71 FEET OF THE NORTH 300 FEET OF THE WEST 1/2 OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 8, TOWNSHIP 2 SOUTH, RANGE 7 EAST, MOUNT DIABLO BASE AND MERIDIAN,

EXCEPT THEREFROM THAT PORTION CONVEYED TO THE STATE OF CALIFORNIA BY DEED RECORDED MAY 17, 1973 IN BOOK OF OFFICIAL RECORDS, VOL. 3765, PAGE 492, SAN JOAQUIN COUNTRY RECORDS.

ALSO EXCEPT THEREFROM THAT PORTION OF THE ABOVE DESCRIBED PROPERTY QUITCLAIMED TO LESTER L. CAMPBELL, ET UX BY QUITCLAIM DEED RECORDED JUNE 6, 1975 AS RECORDERS DOCUMENT NO. 26124, SAN JOAQUIN COUNTY RECORDS.

ALSO EXCEPT THEREFROM THAT PORTION OF THE ABOVE DESCRIBED PROPERTY QUITCLAIMED TO LEO STANLEY HARDEN, ET UX BY QUITCLAIM DEED RECORDED JUNE 6, 1975 AS RECORDERS DOCUMENT NO. 26125, SAN JOAQUIN COUNTY RECORDS.

PARCEL TWO:

A NON-EXCLUSIVE EASEMENT FOR ROADWAY PURPOSES OVER AND ACROSS THE NORTH 20 FEET OF THE FOLLOWING DESCRIBED PROPERTY.

THE WEST 1/2 OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 8, TOWNSHIP 2 SOUTH, RANGE 7 EAST, MOUNT DIABLO BASE AND MERIDIAN.

EXCEPT THEREFROM ALL THAT PROPERTY LYING SOUTHERLY OF THE FOLLOWING DESCRIBED LINE; BEGINNING AT AN IRON PIPE IN THE WEST LINE OF THE SAID NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 8 BEARING SOUTH 0 DEGREES 05 MINUTES 20 SECONDS WEST 280.00 FEET FROM THE IRON ROD AT THE NORTHWEST CORNER OF SAID NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 8, AND BEING THE BEGINNING OF THE AFORESAID LINE; THENCE NORTH 89 DEGREES 59 MINUTES 30 SECONDS EAST DISTANCE OF 656.51 FEET TO A POINT IN THE EAST LINE OF THE WEST 1/2 OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 8, AND BEING THE POINT OF TERMINATION OF THE AFORESAID LINE.

ALSO EXCEPT THEREFROM FROM THE WEST 444.00 FEET OF THE WEST 1/2 OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 8, TOWNSHIP 2 SOUTH, RANGE 7 EAST, MOUNT DIABLO BASE AND MERIDIAN.

PARCEL THREE:

A NON-EXCLUSIVE EASEMENT FOR ROADWAY PURPOSES OVER AND ACROSS THE NORTH 20 FEET OF THE FOLLOWING DESCRIBED PROPERTY.

PARCEL A:

A PORTION OF THE EAST 1/2 OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 8, TOWNSHIP 2 SOUTH, RANGE 7 EAST, MOUNT DIABLO BASE AND MERIDIAN, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT AT THE NORTHEAST CORNER OF THE SAID NORTHWEST QUARTER AND RUNNING THENCE WESTERLY ALONG THE NORTH LINE OF SAID NORTHEAST QUARTER, 320 FEET TO THE POINT OF THE HEREIN DESCRIBED TRACT OF LAND; THENCE WESTERLY ALONG SAID NORTH LINE, 340 FEET; THENCE SOUTHERLY AND PARALLEL TO THE EAST LINE OF THE SAID NORTHEAST QUARTER 280 FEET; THENCE EASTERLY AND PARALLEL TO THE SAID NORTH LINE OF THE SAID NORTHEAST QUARTER AND ALONG THE RIGHT-OF-WAY OF THE SSJID 340 FEET; THENCE NORTHERLY AND PARALLEL TO THE SAID EAST LINE TO THE POINT OF COMMENCEMENT.

EXCEPTING THEREFROM THAT CERTAIN TRACT OF LAND CONVEYED TO HELEN MCCONNELL, A MARRIED WOMAN, BY DEED RECORDED JUNE 28, 1955 IN BOOK OF OFFICIAL RECORDS, VOL. 1763, PAGE 514, SAN JOAQUIN COUNTY RECORDS.

PARCEL B:

THE WEST 135 FEET OF THE FOLLOWING TRACT OF LAND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT AT THE NORTHEAST CORNER OF THE SAID NORTHWEST QUARTER AND RUNNING THENCE WESTERLY ALONG THE NORTH LINE OF SAID NORTHEAST QUARTER, 320 FEET TO THE POINT OF THE HEREIN DESCRIBED TRACT OF LAND; THENCE WESTERLY ALONG SAID NORTH LINE, 340 FEET; THENCE SOUTHERLY AND PARALLEL TO THE EAST LINE OF THE SAID NORTHEAST QUARTER 280 FEET; THENCE EASTERLY AND PARALLEL TO THE SAID NORTH LINE OF THE SAID NORTHEAST QUARTER AND ALONG THE RIGHT-OF-WAY OF THE SOUTH SAN JOAQUIN COUNTY IRRIGATION DISTRICT, 340 FEET; THENCE NORTHERLY AND PARALLEL TO THE SAID EAST LINE TO THE POINT OF COMMENCEMENT.

(APN: 224-02-05)

PARCEL 4:

(As described in Grant Deed recorded November 4, 2003 as Document # 2003-255583, San Joaquin County Records)

PARCEL ONE:

NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 8, TOWNSHIP 2 SOUTH, RANGE 7 EAST, M.D.B.& M.

EXCEPT THEREFROM THE SOUTH 70 FEET OF THE NORTH 350 FEET THEREOF.

ALSO EXCEPT THEREFROM THE WEST 15 FEET OF THE NORTH 230 FEET THEREOF RESERVED FOR RIGHT-OF-WAY FOR A DRAINAGE CANAL OF THE SOUTH SAN JOAQUIN IRRIGATION DISTRICT.

ALSO EXCEPT THEREFROM A STRIP OF LAND RESERVED FOR RIGHT OF WAY FOR AN IRRIGATION LATERAL OF THE SOUTH SAN JOAQUIN IRRIGATION DISTRICT AND DESCRIBED AS BEGINNING AT THE SOUTHEAST CORNER OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 8; THENCE NORTH 0 DEG. 05 MIN. EAST, 10 FEET; THENCE NORTH 89 DEG. 55 MIN. 10 SEC. WEST, 805 FEET; THENCE NORTH 53 DEG. 26 MIN. WEST, 550.58 FEET; THENCE ON A CURVE TO THE RIGHT HAVING A RADIUS OF 100 FEET THROUGH A CENTRAL ANGLE OF 50 DEG. 29 MIN., THE LONG CHORD OF WHICH BEARS NORTH 28 DEG. 11 1/2 MIN. WEST, 85.59 FEET; THENCE NORTH 2 DEG. 57 MIN. WEST, 146.62 FEET; THENCE WEST 20 FEET TO A POINT IN THE WEST LINE OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 8 THENCE SOUTH 89 DEG. 55 MIN. 10 SEC. EAST, 870.87 FEET TO THE POINT OF BEGINNING.

ALSO EXCEPT THEREFROM THE NORTH 20 FEET OF THE SOUTH 30 FEET OF THE EAST 380.0 FEET THEREOF RESERVED FOR ROAD PURPOSES.

ALSO EXCEPTING THEREFROM THAT PORTION AS CONVEYED TO LESTER L. CAMPBELL, ET UX, BY DEED RECORDED OCTOBER 1946 IN BOOK 1005 PAGE 413, OFFICIAL RECORDS.

ALSO EXCEPTING THEREFROM THAT PORTION AS CONVEYED TO CLIFFORD QUINTAL, ET UX, RECORDED AUGUST 20, 1948, VOLUME 1159 PAGE 36.

ALSO EXCEPTING THEREFROM THAT PORTION AS CONVEYED TO ROBERT WILLIS HARNDEN, ET UX, BY DEED RECORDED MARCH 8, 1963 IN BOOK 2665 PAGE 477, OFFICIAL RECORDS.

ALSO EXCEPTING THEREFROM THAT PORTION AS CONVEYED TO LESTER L. CAMPBELL, ET UX, BY DEED RECORDED NOVEMBER 1, 1974 IN BOOK 3925, PAGE 11.

PARCEL TWO:

THAT PORTION OF THE WEST 466.71 FEET OF THE NORTH 300 FEET OF THE WEST HALF OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 8, TOWNSHIP 2 SOUTH, RANGE 7 EAST, MOUNT DIABLO BASE AND MERIDIAN, LYING EASTERLY OF THE FOLLOWING DESCRIBED LINE:

COMMENCING AT AN IRON PIPE IN THE WEST LINE OF THE SAID NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 8, BEARING SOUTH 0 DEG. 5 MIN. 20 SEC. WEST, 280.00 FEET FROM THE IRON ROD AT THE NORTHWEST CORNER OF SAID NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 8; THENCE NORTH 89 DEG, 59 MIN, 30 SEC. EAST A DISTANCE OF 444 FEET TO AN IRON

PIPE, THE POINT OF BEGINNING OF SAID LINE THENCE 0 DEG. DISTANCE 20 SEC. EAST TO A DISTANCE OF 279.63 FEET, MORE OR LESS, TO A POINT IN THE NORTH LINE OF SAID SECTION 8, AND THE POINT OF TERMINATION OF SAID LINE:

PARCEL THREE:

A NON-EXCLUSIVE EASEMENT FOR INGRESS AND EGRESS, AS CONVEYED TO CLIFFORD C. BROW, ET UX, BY DEED RECORDED JULY 14, 1995, INSTRUMENT NO. 95062921, OVER THE NORTH 20 FEET OF THE FOLLOWING DESCRIBED PROPERTY;

A PORTION OF THE EAST HALF OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 8, TOWNSHIP 2 SOUTH, RANGE 7 EAST, M.D.B.&M., DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN THE NORTHEAST CORNER OF SAID NORTHWEST 1 QUARTER; THENCE WESTERLY ALONG THE NORTH LINE OF SAID NORTHWEST QUARTER 320 FEET TO THE POINT OF BEGINNING; THENCE WESTERLY ALONG SAID NORTH LINE 340 FEET; THENCE SOUTHERLY AND PARALLEL TO THE EAST LINE OF SAID NORTHEAST QUARTER 280 FEET; THENCE EASTERLY AND PARALLEL TO THE SAID NORTH LINE OF SAID NORTHEAST QUARTER AND ALONG THE DRAINAGE DITCH RIGHT OF WAY OF THE SOUTH SAN JOAQUIN IRRIGATION DISTRICT, 340 FEET; THENCE NORTHERLY AND PARALLEL TO SAID EAST LINE TO THE POINT OF BEGINNING.

EXCEPTING THEREFROM THAT PORTION CONVEYED TO HELEN MCCONNELL BY DEED RECORDED JUNE 28, 1955 IN VOLUME 17863, PAGE 415, SAN JOAQUIN COUNTY RECORDS.

PARCEL FOUR:

A NON EXCLUSIVE EASEMENT FOR INGRESS AND EGRESS, AS CONVEYED TO CLIFFORD C. BROWN, ET UX, BY DEED RECORDED ON JULY 4, 1995, AS INSTRUMENT NO. 95062922, OVER THE NORTH 20 FEET OF THE FOLLOWING DESCRIBED PROPERTY:

A PORTION OF THE EAST HALF OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 8, TOWNSHIP 2 SOUTH, RANGE 7 EAST, M.D.B. & M. DESCRIBED AS FOLLOWS:

THE WEST 135 FEET OF THE FOLLOWING TRACT OF LAND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT AT THE NORTHEAST CORNER OF THE SAID NORTHEAST QUARTER AND RUNNING THENCE WESTERLY ALONG THE NORTH LINE OF SAID NORTHEAST QUARTER, 320 FEET TO THE POINT OF BEGINNING; THENCE WESTERLY ALONG THE SAID NORTH LINE, 340 FEET; THENCE SOUTHERLY AND PARALLEL TO THE EAST LINE OF SAID NORTHEAST QUARTER, 280 FEET; THENCE EASTERLY AND PARALLEL TO THE NORTH LINE OF SAID NORTHEAST QUARTER AND ALONG THE DRAINAGE DITCH RIGHT OF WAY OF THE SOUTH SAN JOAQUIN IRRIGATION DITCH 340 FEET; THENCE NORTHERLY AND PARALLEL TO SAID EAST LINE TO THE POINT OF BEGINNING.

(APN: 224-02-06)

PARCEL 5:

(As described in Grant Deed recorded October 8, 2002 as Document # 2002-175561, San Joaquin County Records)

A portion of the East half of the Northeast quarter of the Northwest quarter of Section 8, Township 2 South, Range 7 East, M.D.B&M. described as follows:

The West 135 feet of the following described property:

Beginning at a point at the Northeast corner of the said Northeast Quarter; thence West along the North Line of said Northeast quarter, 320 feet to point of beginning; thence West along the said North line, 340 feet; thence South and parallel to the East line of said Northeast quarter, 280 feet; thence East and Parallel to said Northeast quarter and along the Drainage Ditch right of way of the South San Joaquin Irrigation District, 340 feet; thence North and parallel to the said East line of the point of beginning.

(APN: 224-02-07)

PARCEL 6:

(As described in Grant Deed recorded February 25, 2002 as Document # 2002-031582, San Joaquin County Records)

A portion of the East 1/2 of the Northeast 1/4 of the Northwest 1/4 of Section eight (8), Township two (2) South, Range seven (7) East, Mount Diablo Base and Meridian, described as follows:

BEGINNING at a point at the Northeast corner of the said Northwest 1/4 and running thence Westerly along the North line of the said Northwest 1/4, 320 feet to the Point of Commencement of the herein described tract of land; thence Westerly along the said North line, 340 feet; thence Southerly and parallel to the said East line of the said Northeast 1/4, 280 feet; thence Easterly and parallel to the said North line of the said Northeast 1/4 and along the drainage ditch right of way of the South San Joaquin Irrigation District, 340 feet; thence Northerly and parallel to the said East line to the Point of Commencement;

EXCEPTING THEREFROM that certain tract of land conveyed to Helen McConnell, a married woman, by Deed recorded June 28, 1955 in Vol 1763 of Official Records, page 514, San Joaquin County Records.

ALSO EXCEPTING THEREFROM the North 20 feet thereof for road.

(APN: 224-02-08)

PARCEL 7:

(As described in Grant Deed recorded June 11, 2001 as Instrument No. 01089632, San Joaquin County Records)

The land referred to herein is situated in the State of California, County of San Joaquin, City of Manteca, and is described as follows:

A portion of the Northwest quarter of Section 8, Township 2 South, Range 7 East, Mount Diablo Base and Meridian, City of Manteca, San Joaquin County, State of California, being more particularly described as follows:

Beginning at the Southeast corner of the real property described in the deed to Robert and Mary Lou Harnden, Trustees of the Robert and Mary Lou Harnden Revocable Trust recorded October 28, 1998, by Instrument No. 981283321, San Joaquin County Records; thence North 53 degrees 26 Minutes and 28 Seconds West 550.85 feet; thence along a curve concave to the Northeast having a radius of 100.00 feet, a central angle of 50 Degrees 29 Minutes 00 Seconds, arc length of 88.11 feet and a chord bearing North 28 Degrees 11 Minutes 58 Seconds West 85.29 feet;
thence North 02 Degrees 57 Minutes 28 Seconds West 146.62 feet;
thence South 89 Degrees 59 Minutes 32 Seconds West 20 feet;
thence North 00 Degrees 04 Minutes 52 Seconds East 89.97 feet;
thence North 89 Degrees 59 Minutes 32 Seconds East 656.53 feet;
thence South 00 Degrees 04 Minutes 42 Seconds West 639.95 feet to the point of beginning.

(APN: 224-02-10)

PARCEL 8:

(As described in Grant Deed recorded August 19, 2004 as Document # 2004-186124, San Joaquin County Records)

THE LAND HEREIN SITUATED IN THE STATE OF CALIFORNIA, COUNTY OF SAN JOAQUIN, CITY OF MANTECA, AND IS DESCRIBED AS FOLLOWS:

PARCEL 1:

A PORTION OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 8, TOWNSHIP 2 SOUTH, RANGE 7 EAST, MOUNT DIABLO BASE AND MERIDIAN, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT AT THE SOUTHWEST CORNER OF THE NORTHWEST QUARTER AND RUNNING NORTHERLY ALONG THE WEST LINE OF THE NORTHEAST QUARTER, 336 FEET, MORE OR LESS, TO THE INTERSECTION THEREOF WITH THE SOUTHWESTERLY LINE OF THE RIGHT OF WAY OF THE SOUTH SAN JOAQUIN IRRIGATION DISTRICT FOR IRRIGATION LATERAL; THENCE SOUTHEASTERLY ALONG THE SOUTHWESTERLY LINE OF THE RIGHT OF WAY, 550 FEET TO A POINT ON THE SOUTHWESTERLY LINE OF THE SOUTH SAN JOAQUIN IRRIGATION DISTRICT RIGHT OF WAY WITH THE SOUTH LINE OF THE NORTHEAST QUARTER; THENCE WESTERLY ALONG SAID SOUTH LINE TO THE POINT OF BEGINNING.

PARCEL 2:

A RIGHT OF WAY FOR ROAD PURPOSES OVER THE NORTH 20 FEET OF THE SOUTH 30 FEET OF THE EAST 142 FEET OF THE WEST ONE-HALF OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 8, TOWNSHIP 2 SOUTH, RANGE 7 EAST, MOUNT DIABLO BASE AND MERIDIAN, BEING A STRIP OF LAND RUNNING FROM THE EASTERLY BOUNDARY OF THE WEST ONE-HALF, WESTERLY TO THE SOUTH SAN JOAQUIN IRRIGATION DITCH RIGHT OF WAY FOR LATERAL.

(APN: 224-02-11)

PARCEL 9:

(As described in Affidavit of Death of Trustor/Trustee of Unrecorded Living Trust and Consent to act as Successor Trustee, recorded August 12, 2002, Document # 2002-137828, San Joaquin County Records)

The East one-half (E- $\frac{1}{2}$) of the Northeast Quarter (NE- $\frac{1}{4}$) of the Northwest Quarter (NW- $\frac{1}{4}$) of Section Eight (8), Township Two (2) South, Range Seven (7) East, Mount Diablo Base and Meridian.

SAVE AND EXCEPT from the above described Parcel A, strip of land reserved for right of way for Irrigation Lateral of the South San Joaquin Irrigation District and described as beginning at the Southeast corner of the Northeast Quarter (NE- $\frac{1}{4}$) of the Northwest Quarter (NW- $\frac{1}{4}$) of the said Section eight (8); thence Northeast ten (10) feet; thence North 89 degrees 55' 10" West 656.56 feet; thence South ten (10) feet; parallel to the East line of the said Northeast Quarter (NE- $\frac{1}{4}$); to a point in the South line of the said Northeast Quarter (NE- $\frac{1}{4}$); and thence East along the said South line of the Northeast Quarter (NE- $\frac{1}{4}$) 656.56 feet to a point of beginning.

ALSO SAVE AND EXCEPT from the above described parcel of land, the North twenty (N 20) of the South thirty (S-30) feet of the East 380 feet thereof, reserved for road purposes.

ALSO EXCEPT that a portion conveyed to Paul Adams and Lela Adams, his wife as Joint Tenants, recorded November 20, 1947 in Book 1070 at page 348, San Joaquin County Official Records.

ALSO EXCEPT that a portion conveyed to the State of California, recorded April 13, 1973 in Vol. 3754 at Page 574, San Joaquin County Official Records.

(APN: 224-02-13)

PARCEL 10:

(As described in Grant Deed recorded October 1, 2004, Document # 2004-223816, San Joaquin County Records)

The land referred to is situated in the unincorporated area of the County of San Joaquin, State of California, and is described as follows:

PARCEL ONE:

Being a portion of the Northwest quarter of Section 8, Township 2 South, Range 7 East, Mount Diablo Base and Meridian, City of Manteca, San Joaquin County, State of California, said portion being described as follows:

BEGINNING at the Northeast corner of the real property described in the Deed recorded on December 21, 2001, to Robert Harnden, Trustee and Mary Lou Harnden, Trustee of the Robert and Mary Lou Harnden Revocable Trust and Bradley D. Harnden and Kathleen Harnden and Douglas W. Harnden and Jennifer A. Harden, and Robert M. Harnden, and Tina L. Harnden, as Instrument No. 01208144, San Joaquin County Records, thence Southerly along the East line of said Harnden Parcel South $00^{\circ} 04' 52''$ West, a distance of 269.39 feet; thence traversing said Harnden parcel the following five courses:

- 1) South $00^{\circ} 04' 52''$ West, a distance of 30.73 feet;
- 2) South $88^{\circ} 25' 39''$ West, a distance of 165.88 feet;
- 3) Along the arc of a non-tangent curve concave to the Southeast, having a radius of 635.00 feet, whose radius bears South $04^{\circ} 45' 44''$ East through a central angle of $27^{\circ} 10' 20''$, and arc length of 301.14 feet;
- 4) South $58^{\circ} 03' 56''$ West, a distance of 596.45 feet;
- 5) South $07^{\circ} 47' 40''$ West, a distance of 101.50 feet to the South line of said Harnden Parcel; thence Westerly along said South line South $89^{\circ} 58' 58''$ West, a distance of 19.82 feet to the Southwest corner of said Harnden Parcel; thence Northerly along a Westerly line of said Harnden Parcel North $00^{\circ} 05' 20''$ East a distance of 200.0 feet to a corner of said Harnden Parcel; thence Westerly along a line of said Harnden Parcel South $89^{\circ} 58' 58''$ West, a distance of 255.93 feet to the Southerly right-of-way of State Highway Route 120 as shown on Sheets 17 and 18 of survey filed in Book 28 of Surveys, Page 129, San Joaquin County Records; thence along said Southerly right-of-way of State Highway 120 the following four courses:

- 1) North $7^{\circ} 47' 40''$ East, a distance of 81.53 feet;
- 2) North $58^{\circ} 03' 56''$ east, 737.21 feet;
- 3) Along the arc of tangent curve concave to the South, having a radius of 935.00 feet, whose radius bears South $31^{\circ} 56' 04''$ East, through a central angle of $27^{\circ} 44' 00''$, an arc length of 452.58 feet;
- 4) North $88^{\circ} 25' 39''$ East, a distance of 182.09 feet to the point of beginning.

PARCEL TWO

A non-exclusive easement for roadway purpose over and across the North 20 feet of the following property:

The West one-half of the Northeast quarter of the Northwest quarter of Section 8, Township 2 South, Range 7 East, Mount Diablo Base and meridian.

Except Therefrom all that property lying Southerly of the following described line:

Beginning at an iron pipe in the West line of the said Northeast quarter of the Northwest quarter of Section 8 bearing South $0^{\circ} 05' 20''$ West 280.00 feet from the iron rod at the Northwest corner of said Northeast of the Northwest quarter of Section 8, and being the point of beginning

of the aforesaid line; thence North 89° 59' 30" East a distance of 656.51 feet to a point in the East line of the West one-half of the Northeast quarter of the Northwest quarter of said Section 8, and being the point of termination of the aforesaid line.

Also except therefrom the West 444.00 feet of the West one-half of the Northwest quarter of the Northwest quarter of Section 8, Township 2 South, Range 7 East, Mount Diablo Base and Meridian.

PARCEL THREE

A non-exclusive easement of the roadway purposes over and across the North 20 feet of the East 30 feet of the following described land:

The West 466.71 feet of the North 300 feet of the West ½ of the Northeast Quarter of the Northwest quarter of Section 8, Township 2 South, Range 7 East. Mount Diablo Base and Meridian.

Except therefrom that portion conveyed to the State of California by Deed recorded May 17, 1973 in Book 3765 of Official Records, at Page 492, San Joaquin County Records.

Also excepting therefrom the portion of land Quitclaim to Lester L. Campbell, et ux, recorded June 6, 1975, as Recorder's Document No. 26124, San Joaquin County Records.

Also excepting therefrom that portion of land Quitclaim to Leo Stanley Harnden, et ux, recorded June 6, 1975, as Recorder's Document No. 26125, San Joaquin County Records.

(APN: 224-02-38)

PARCEL 11:

(As reserved in Grant Deed recorded March 8th, 2002, Document # 2002-040055, San Joaquin County Records)

THE LAND DESCRIBED HEREIN IS SITUATED IN THE STATE OF CALIFORNIA, COUNTY OF SAN JOAQUIN, UNINCORPORATED AREA, AND IS DESCRIBED AS FOLLOWS:

A PORTION OF THAT CERTAIN LAND DESCRIBED IN DEED TO ROBERT HARNDEN, TRUSTEE AND MARY LOU HARNDEN, TRUSTEE OF THE ROBERT AND MARY LOU HARNDEN REVOCABLE TRUST AND BRADLEY D. HARNDEN AND KATHLEEN D. HARNDEN AND DOUGLAS W. HARNDEN AND JENNIFER A. HARNDEN AND ROBERT M. HARNDEN AND TINA L. HARNDEN, RECORDED AS INSTRUMENT NUMBER 01208144, SAN JOAQUIN COUNTY RECORDS, BEING A PORTION OF THE NORTHWEST QUARTER SECTION OF SECTION 8, TOWNSHIP 2 SOUTH, RANGE 7 EAST, MOUNT DIABLO BASE AND MERIDIAN, CITY OF MANTECA, SAN JOAQUIN COUNTY, STATE OF CALIFORNIA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEASTERLY CORNER OF THAT REAL PROPERTY DESCRIBED IN THE DEED RECORDED ON DECEMBER 21, 2001, TO ROBERT HARNDEN, TRUSTEE AND MARY LOU HARNDEN, TRUSTEE OF THE ROBERT AND MARY LOU HARNDEN REVOCABLE TRUST AND BRADLEY D. HARDEN AND KATHLEEN D. HARNDEN AND DOUGLAS W. HARNDEN AND JENNIFER A. HARNDEN AND ROBERT M. HARNDEN AND TINA L. HARNDEN, AS INSTRUMENT NUMBER 01208144, SAN JOAQUIN COUNTY RECORDS; THENCE WESTERLY ALONG THE SOUTH LINE OF SAID HARNDEN PARCEL SOUTH 89 DEGREES 58 MINUTES 58 SECONDS WEST, A DISTANCE OF 968.20 FEET; THENCE TRAVERSING SAID HARNDEN PARCEL THE FOLLOWING FIVE COURSES:

- 1) NORTH 7 DEGREES 47 MINUTES 40 SECONDS EAST, A DISTANCE OF 101.50 FEET;
- 2) NORTH 58 DEGREES 03 MINUTES 56 SECONDS EAST, A DISTANCE OF 596.45 FEET;
- 3) ALONG THE ARC OF A TANGENT CURVE CONCAVE TO THE SOUTHEAST, HAVING A RADIUS OF 635.00 FEET, WHOSE RADIUS BEARS SOUTH 31 DEGREES 56 MINUTES 04 SECONDS EAST, THROUGH A CENTRAL ANGLE OF 27 DEGREES, 10 MINUTES 20 SECONDS AN ARC LENGTH OF 301.14 FEET;
- 4) NORTH 88 DEGREES 25 MINUTES 39 SECONDS EAST, A DISTANCE OF 165.88 FEET;
- 5) NORTH 00 DEGREES 04 MINUTES 52 SECONDS EAST, A DISTANCE OF 30.73 FEET TO A CORNER SAID HARNDEN PARCEL; THENCE ALONG THE NORTHERLY AND EAST LINE OF SAID HARNDEN PARCEL THE FOLLOWING TWO COURSES:

- 1) NORTH 89 DEGREES 59 MINUTES 02 SECONDS EAST, A DISTANCE OF 656.51 FEET;
- 2) SOUTH 00 DEGREES 04 MINUTES 42 SECONDS WEST, A DISTANCE OF 399.65 FEET TO THE SOUTHEAST CORNER OF SAID HARNDEN PARCEL; THENCE ALONG THE SOUTHERLY LINE OF SAID HARNDEN PARCEL THE FOLLOWING TWO COURSES:

- 1) SOUTH 89 DEGREES 59 MINUTES 32 SECONDS WEST 656.53 FEET
- 2) SOUTH 00 DEGREES 04 MINUTES 52 SECONDS WEST A DISTANCE OF 145.40 FEET TO THE POINT OF BEGINNING.

(APN: 224-02-39)

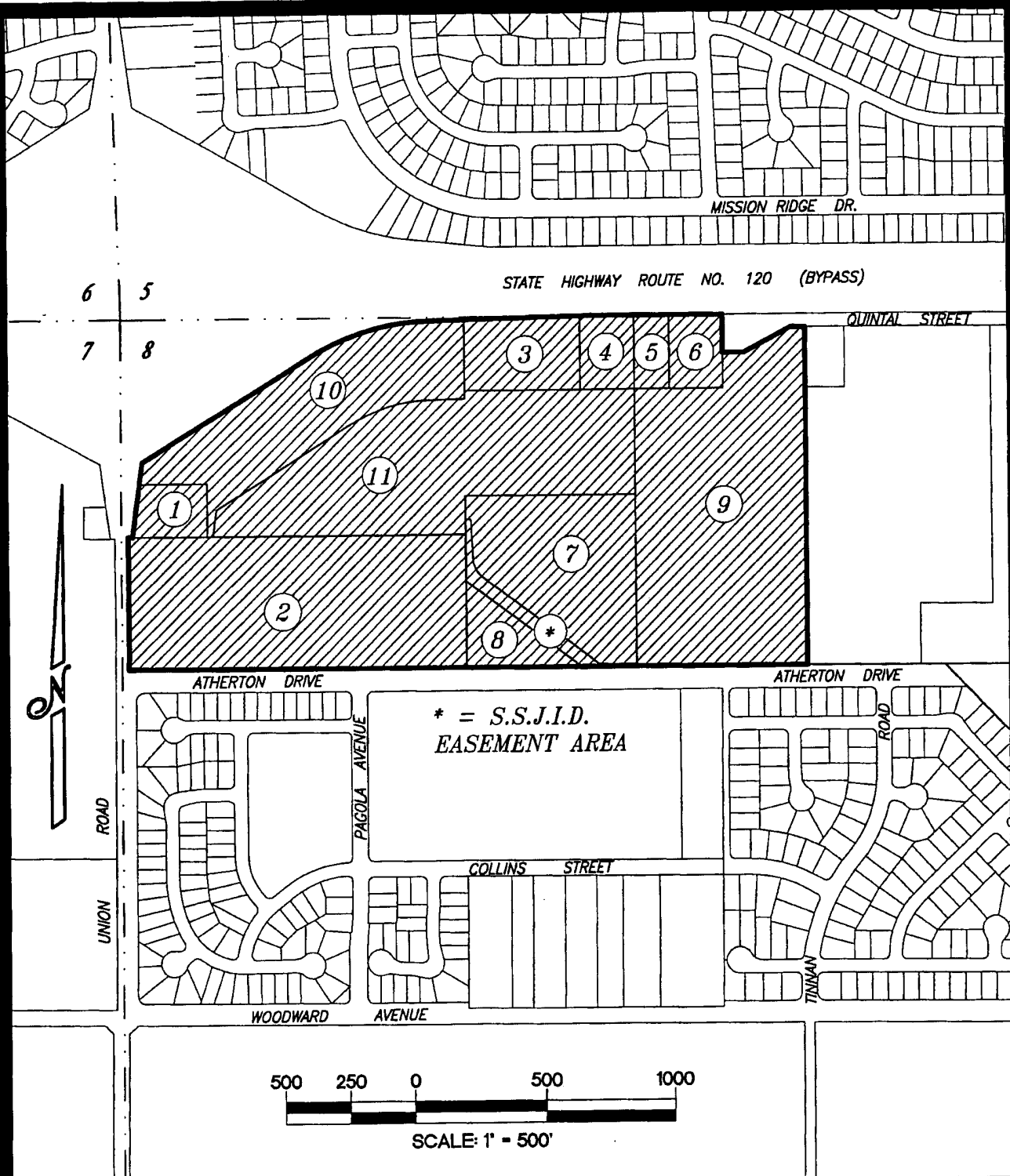
EASEMENT AREA:

(As saved and excepted in Deed recorded March 21, 1944 in Book of Official Records, Vol. 901, page 28, San Joaquin County Records)

A portion of the N.E. ¼ of the N.W. ¼, of Section 8, Township 2 South, Range 7 East ,
M. D.B.& M. described as follows:

A strip of land reserved for right of way for an irrigation lateral of the South San Joaquin Irrigation District and described as beginning at the Southeast corner of the N.E. ¼ of the N.W. ¼ of said Section 8, thence N. 0° 05' E., 10 feet; thence N. 89° 55' 10" W. 802 feet; thence N. 53° 26' W. 550.85 feet; thence on the curve to the right having a radius of 100 feet through a central angle of 50° 29', the long chord of which bears N. 28° 11 ¼' W. 83.29 feet; thence N. 2° 57' W. 146.62 feet; thence West 20 feet to a point of the West line in the N.E. ¼ of the N.W. ¼ of said Section 8; thence S. 0° 05' 20" W. 232.0 feet; thence S. 53° 26' W. 330.0 feet to a point in the South line of the N.E. ¼ of the N.W. ¼ of said Section 8; thence S. 89° 35' 10" N. 870.87 feet to the point of beginning.

(APN: 224-02-12)



North Star
Engineering Group, Inc.
 • CIVIL ENGINEERING • SURVEYING • PLANNING •
 909 14th Street, Modesto, CA 95354
 (209) 524-3525 Phone (209) 524-3526 Fax

JOB NO. 05-344
 DATE 2/23/2007
 SCALE 1" = 500'
 DR. BY kws
 FILE: DA Exhibit

EXHIBIT PLAT
DEVELOPMENT AGREEMENT

EXHIBIT B

DEPICTION OF PROJECT SITE



MSTSD
 M.S.T.S.D., INC.
 1778 Peachtree Road, N.W.
 Suite 110
 Atlanta, Georgia 30309
 404 853 9850

DATE: 08/15/07
 DRAWN BY: [Name]
 CHECKED BY: [Name]
 PROJECT NO.: [Number]

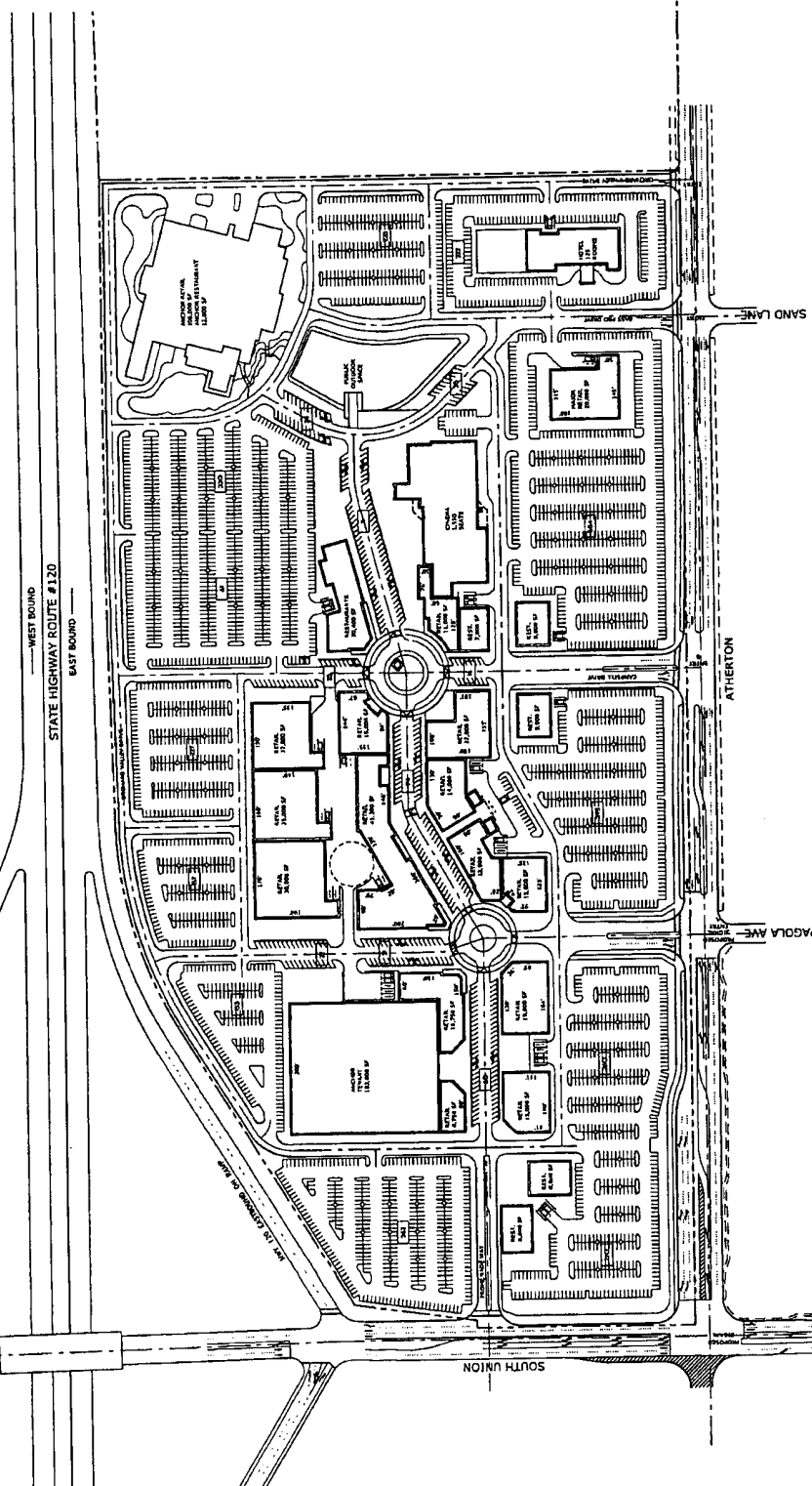


**THE PROMENADE
 SHOPS AT
 ORCHARD VALLEY**

ARCHITECTURAL
 SITE PLAN

**AS
 101**

DATE: 08/15/07



AREA CALCULATIONS PER ZONING	PERMITTED BY ZONING
TOTAL LOT AREA: 1,000,000 SQ FT TOTAL COVERED AREA: 100,000 SQ FT TOTAL PARKING SPACES: 1,000 TOTAL DRIVE AISLES: 100,000 SQ FT TOTAL OPEN SPACE: 900,000 SQ FT	TOTAL LOT AREA: 1,000,000 SQ FT TOTAL COVERED AREA: 100,000 SQ FT TOTAL PARKING SPACES: 1,000 TOTAL DRIVE AISLES: 100,000 SQ FT TOTAL OPEN SPACE: 900,000 SQ FT

PERMITS CALCULATIONS	PERMITTED BY ZONING
TOTAL LOT AREA: 1,000,000 SQ FT TOTAL COVERED AREA: 100,000 SQ FT TOTAL PARKING SPACES: 1,000 TOTAL DRIVE AISLES: 100,000 SQ FT TOTAL OPEN SPACE: 900,000 SQ FT	TOTAL LOT AREA: 1,000,000 SQ FT TOTAL COVERED AREA: 100,000 SQ FT TOTAL PARKING SPACES: 1,000 TOTAL DRIVE AISLES: 100,000 SQ FT TOTAL OPEN SPACE: 900,000 SQ FT

**ARCHITECTURAL
 SITE PLAN**
 1
 08/15/07

EXHIBIT C

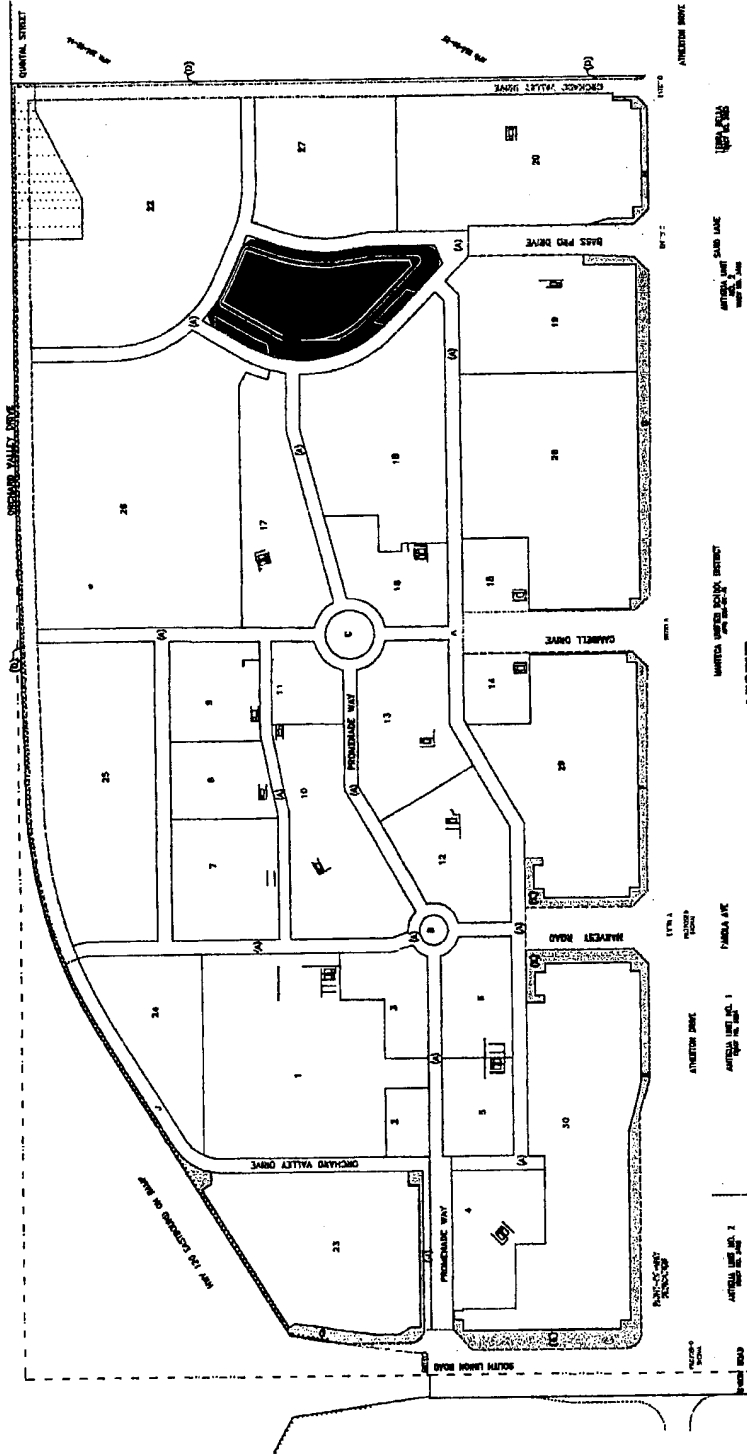
PUBLIC INFRASTRUCTURE IMPROVEMENTS

1. Ring Road:
Orchard Valley Drive from Harvest Road to Atherton Drive
2. Entrance Magazines:
Harvest Road at Atherton Drive
Campbell Drive at Atherton Drive
Bass Pro Drive at Atherton Drive
3. Lake:
At Promenade Way and Bass Pro Drive
4. Buffer Landscape Areas:
Areas along perimeter of Project including Entrance Magazines and north side of Promenade Way from South Union Road to Orchard Valley Drive.
5. Utility Infrastructure:
Underground drainage facilities with filters
Main sewer lines
Main water lines
6. Impact Fees:
As set forth Exhibit H

The Promenade Shops at ORCHARD VALLEY

PUBLIC INFRASTRUCTURE IMPROVEMENTS

STATE HIGHWAY ROUTE 120



LEGEND

118.55sqm	LANDSCAPE BUFFER	□	N/W INDICATION
144.55sqm	CITY RIGHT OF WAY	□	CITY ABANDON N/W
86.57sqm	PUBLIC (WATER FEATURE)	□	
549.67sqm	TOTAL		

FEBRUARY 17, 2008



POAG & HEWEN
P.A. M.S.T.S.D.



MSTSD

MSTSD, INC.
1716 Peachtree Road, N.W.
Atlanta, Georgia 30329
404 892 8866



PRELIMINARY
NOT FOR CONSTRUCTION

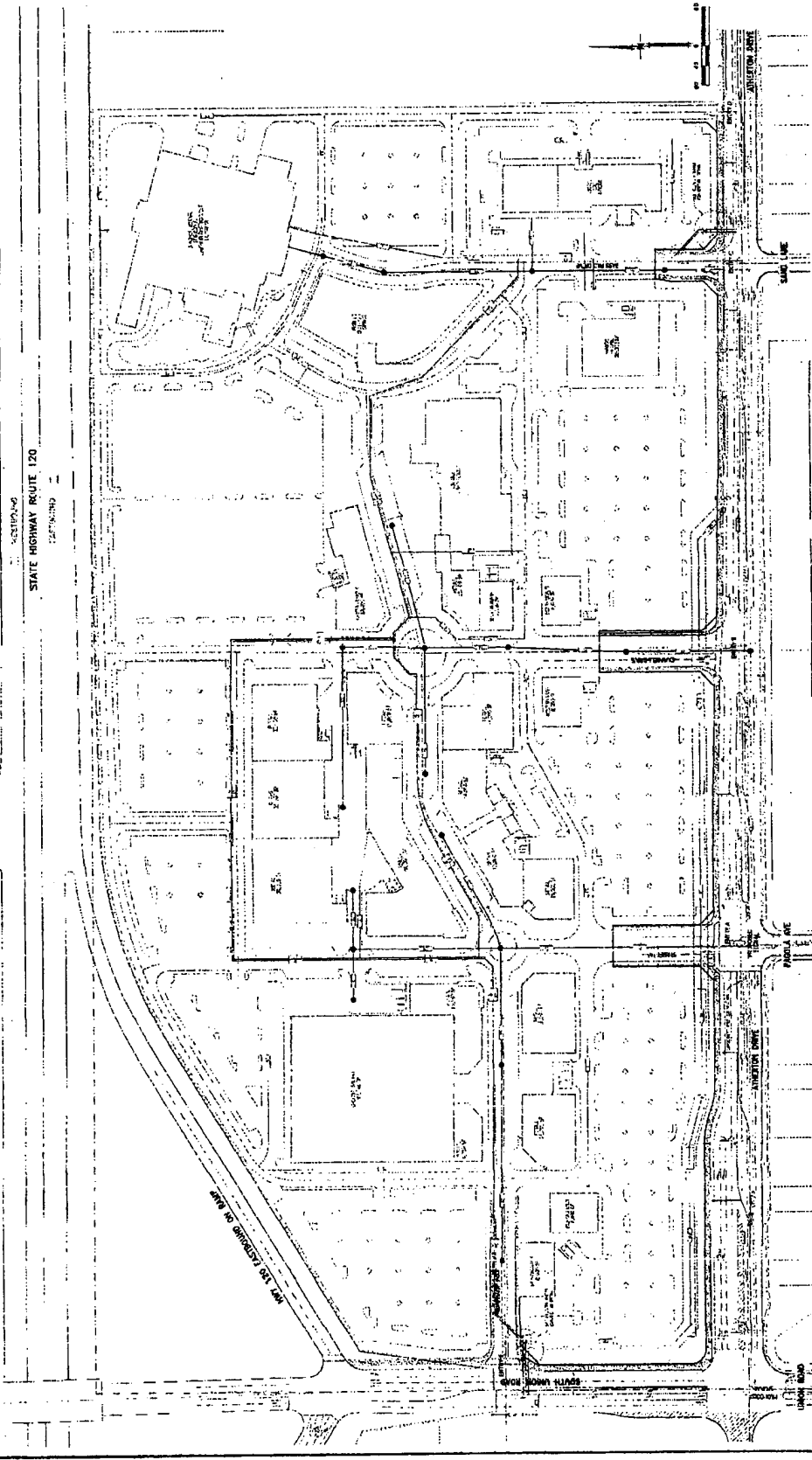


THE PROMENADE
SHOPS AT
ORCHARD VALLEY

CIVIL
SEWER AND
WATER PLAN

C 102

DATE: 11/11/11
DRAWN BY: [Name]
CHECKED BY: [Name]
SCALE: AS SHOWN



LEGEND

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99" = 10'
100" = 10'

1. ALL WORK SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE STANDARD SPECIFICATIONS FOR CONSTRUCTION OF PUBLIC WORKS, AS APPLICABLE TO THE STATE OF GEORGIA, AND THE STANDARD SPECIFICATIONS FOR CONSTRUCTION OF PUBLIC WORKS, AS APPLICABLE TO THE CITY OF ATLANTA, GEORGIA.

2. ALL UTILITIES SHALL BE DEPTH MARKED AND LOCATED PRIOR TO CONSTRUCTION.

3. ALL UTILITIES SHALL BE PROTECTED AND SUPPORTED THROUGHOUT CONSTRUCTION.

4. ALL UTILITIES SHALL BE REPAIRED OR REPLACED TO ORIGINAL OR BETTER CONDITION.

5. ALL UTILITIES SHALL BE TESTED AND ACCEPTED BY THE CITY ENGINEER PRIOR TO CONSTRUCTION.

6. ALL UTILITIES SHALL BE MAINTAINED THROUGHOUT CONSTRUCTION.

7. ALL UTILITIES SHALL BE PROTECTED AND SUPPORTED THROUGHOUT CONSTRUCTION.

8. ALL UTILITIES SHALL BE REPAIRED OR REPLACED TO ORIGINAL OR BETTER CONDITION.

9. ALL UTILITIES SHALL BE TESTED AND ACCEPTED BY THE CITY ENGINEER PRIOR TO CONSTRUCTION.

10. ALL UTILITIES SHALL BE MAINTAINED THROUGHOUT CONSTRUCTION.

1. ALL WORK SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE STANDARD SPECIFICATIONS FOR CONSTRUCTION OF PUBLIC WORKS, AS APPLICABLE TO THE STATE OF GEORGIA, AND THE STANDARD SPECIFICATIONS FOR CONSTRUCTION OF PUBLIC WORKS, AS APPLICABLE TO THE CITY OF ATLANTA, GEORGIA.

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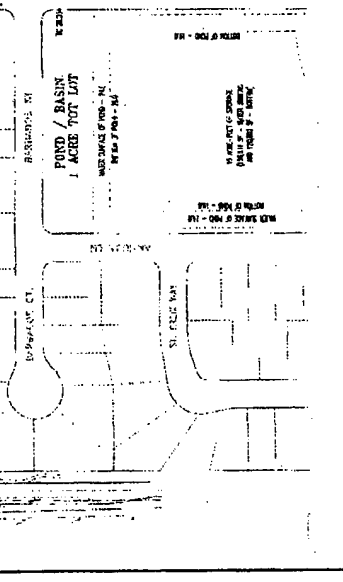
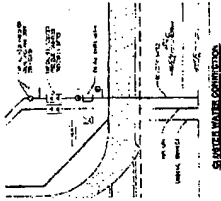
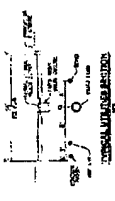


EXHIBIT D

EXISTING APPROVALS

1. The Environmental Impact Report for the Project, (SCH#2005092102) dated November 14, 2006, prepared pursuant to CEQA and certified by the City Council by Resolution No. R2007-143 on April 2, 2007;
2. General Plan Amendment No. GPA-05-07, as approved by the City Council by Resolution No. R2007-144 on April 2, 2007;
3. Zoning Map Change No. REZ-05-06, as adopted by the City Council by Ordinance No. 1357 on April 9, 2007;
4. Planned Development No. PCD-05-09 including Design Development Drawings and Sign Program, as adopted by the City Council by Ordinance No. 1358 on April 9, 2007;
5. Site Plan No. SPC-05-21, as approved by the City Council on April 2, 2007;
6. Tentative Map No. SDV-05-06, as approved by the City Council by Resolution No. R2007-145 on April 2, 2007;
7. This Development Agreement 07-01, approved by the City Council by Authorizing Ordinance No. 1360 on April 9, 2007.

EXHIBIT E

FORM OF ASSUMPTION AGREEMENT

RECORDING REQUESTED BY
AND WHEN RECORDED RETURN TO:

City of Manteca
100 West Center Street
Manteca, CA 95337

APN: _____

[Space Above For Recorder's Use Only]

ASSIGNMENT AND ASSUMPTION AGREEMENT

THIS ASSIGNMENT AND ASSUMPTION AGREEMENT (this "Agreement") is entered into as of _____, _____, by and between MANTECA LIFESTYLE CENTER, LLC a Delaware limited liability company ("Assignor") and _____, a _____ ("Assignee").

RECITALS:

- A. Assignor entered into that certain Development Agreement dated _____, 2007, with the City of Manteca, a California municipal corporation ("City"), pursuant to which Assignor agreed to develop the property more particularly described therein ("Project"), subject to the terms and conditions thereof (the "Development Agreement").
- B. Assignor has assigned its interest under the Development Agreement to Assignee in connection with the sale of the portion of the Project more particular described on Exhibit A attached hereto and incorporated herein by this reference (the "Property").
- C. Assignee wishes to assume all of Assignor's rights and obligations under the Development Agreement with respect to the Property.

AGREEMENT:

NOW THEREFORE, in consideration the foregoing and for other good and valuable consideration, Assignor and Assignee agree as follows:

1. Assumption by Assignee. Assignee assumes all of the burdens and obligations of Assignor under the Development Agreement to the extent provided in Section 2 hereof, and agrees to observe and fully perform all the duties and obligations of Assignor under the Development Agreement, that relate to the Property, and further agrees that the Property shall be

subject to all of the terms and conditions thereof applicable to the Property. It is the express intention of both Assignor and Assignee that upon execution of this Agreement, Assignee shall be substituted for Assignor as the "Developer" under the Development Agreement with respect to the Property.

2. Obligations Assumed. Assignor and Assignee agree that the obligations specified in Exhibit B attached hereto and incorporated herein by this reference are expressly allocated to the Property and shall be the obligation of Assignee from and after the effective date of this Agreement.

3. Development Agreement. Assignee has reviewed all of the provisions of the Development Agreement, has sought legal counsel where necessary, and fully understands and assumes all of the terms and conditions of the Development Agreement that are allocated to the Property.

4. No Amendment to Development Agreement. Assignor and Assignee acknowledge and agree that the Development Agreement shall continue to be in full force and effect notwithstanding the assignment thereof with respect to the Property, and shall continue to govern the rights and obligations of Assignee as the "Developer" of the Property.

IN WITNESS WHEREOF, Assignor and Assignee have executed this Assignment and Assumption Agreement as of the day and year first above written.

ASSIGNOR:

MANTECA LIFESTYLE CENTER, LLC a
Delaware limited liability company

By: _____
Name: _____
Its: _____

ASSIGNEE:

_____, a

By: _____
Name: _____
Its: _____

**EXHIBIT A
TO
ASSIGNMENT AND ASSUMPTION AGREEMENT**

DESCRIPTION OF THE PROPERTY

**EXHIBIT B
TO
ASSIGNMENT AND ASSUMPTION AGREEMENT**

ASSUMED OBLIGATIONS

EXHIBIT F-1

DEVELOPMENT AND SIGN STANDARDS



**City of Manteca
Community Development Department**

Planned Development Conditions
Promenade Shops at Orchard Valley

March 13, 2007

Project File No: Planned Development No. PCD-05-09
Project Name: Promenade Shops at Orchard Valley
Project Address: 1490 South Union Road

The following is a list of deviations from the City of Manteca Title 17 Zoning Ordinance. "The Promenade Shops at Orchard Valley Design Development Standards" (DDS) is incorporated by reference into this list of conditions. The Site Plan conditions of approval for the Promenade Shops at Orchard Valley project (SPC-05-21) are listed separately as the "Promenade Shops at Orchard Valley Development Review Conditions." Project approval is also based on Environmental Impact Report Mitigation Measures, a Development Agreement, and development under the approved architectural site plan (Jan. 19, 2007) including building sizes, configurations, locations, and use.

1. The maximum height of the buildings, illustrated upon the Promenade Shops at Orchard Valley site plan dated 01/19/2007, shall be as listed in the following table or less:

Maximum Building Height, C-G Zoning	
Current Regulation	Proposed Regulation
3 stories 35 feet	Anchor Retail 3 stories 60 feet Anchor Restaurant 2 stories 50 feet Anchor Tenant 3 stories 60 feet Retail Shops 2 stories 40 feet Restaurants 2 stories 50 feet Cinema 2 stories 75 feet Major Retail 3 stories 50 feet Office / Retail 5 stories 90 feet Hotel 7 stories 100 feet

2. Development of the shopping center shall remain in substantial compliance with the Architectural Site Plan dated January 19, 2007, and the "The Promenade Shops at Orchard Valley Design Development Standards".
3. No variations to the proposed buildings, including approved elevations, height, floor area, colors, and materials shall be allowed if found by the Community Development Director to be inconsistent with the approving findings for the Planned Development.
4. The maximum lot coverage for this planned development shall be calculated against the acreage of the entire planned development project site (72-acres) rather than the individual parcel a structure occupies.

5. The floor area ratio (FAR) for this planned development shall be calculated against the acreage of the entire project site (72-acres) rather than the individual parcel a structure occupies.
6. The minimum lot sizes shall be, as proposed on Promenade Shops at Orchard Valley Vesting tentative subdivision map dated February 9, 2007.
7. A minimum of 17.6% of the overall project site and 26% of the parking area shall be landscaped in accordance with the findings approving the planned development.
8. Outdoor storage shall be limited to the Temporary Outdoor Merchant Display, Merchant/Community Overlap, Bass Pro Special Events, and Bass Pro Display, as identified on page 3.04 "Site Plan – Special Use Areas" in the DDS and under the following conditions:
 - a. The outdoor exhibition and/or display of retail goods, agricultural produce and arts and crafts goods, covered and uncovered, shall be allowed and may include recreational vehicles and equipment in the areas identified as Bass Pro Special Events, and Bass Pro Display only.
 - i. Large retail goods, such as recreational vehicles, may not have multiple inventory of the same item on display unless they conform to the provisions for Outdoor Storage as defined in MMC §17.09.090.
 - ii. Events or displays within the Bass Pro display area that occupies the parking area shall be limited to major promotional, charitable, public, non-profit, or similar events. Events shall be subject to the approval of the City Manager and/or Community Development Director.
 - iii. Height shall be limited to the physical dimensions of the item being displayed.
 - b. Pushcarts and/or kiosks are independently contained, self sufficient sales units. Up to 25 shall be permitted in the pedestrian areas along the main interior corridor only, and shall be placed such that traffic flow is maintained and access for persons with disabilities, fire and security access, and emergency egress are not be impeded.
 - c. The outdoor exhibition and/or display of retail goods in designated areas other than identified in section a and b above shall be limited to merchandise sold within the adjacent business, and limited to major promotional, charitable, public, non-profit, or similar events. Events shall be subject to the approval by the City Manager and/or Community Development Director.
9. Exterior Lighting General Requirements:
 - a. Exterior Lighting shall be in substantial compliance with Section 7 – Lighting Design in the DDS.
 - b. Except as noted below, lighting at any location within the Lifestyle Center PD shall be a minimum maintained value of one foot candle (FC) measured at the ground plane and shall not exceed an average value of three foot candles.
 - i. Public parking areas designed to accommodate ten or more vehicles in other than vehicle sales areas shall provide a minimum lighting level of one FC average maintained illumination and no more than three FC of average maintained illumination on the parking surface during the hours of use between one-half hour before dusk and one-half hour after dawn. Additionally, the uniformity ratio (also referred to as "contrast ratio", or a comparison of maximum to minimum lighting levels in any given area) of parking field lighting shall be no more than 10:1 (exceeding the Illuminating Engineering Society of North America standards for uniformity by 50%). The parking lighting is designed to also be 50% more stringent than the IESNA recommended levels for "enhanced security".
 - ii. Project Outer Ring Road lighting and Entry Drive lighting (with the exception of intersections) shall be developed to the same requirements of the public parking areas cited above. Intersection may have lighting levels no greater than 10 FC average maintained intensity.

- iii. Traffic intersections inside of the Project's Outer Ring Road shall provide a minimum lighting level of 2 FC maintained and no more than 5 FC maintained measured at the ground plane.
- iv. Any parking area illumination, including security lighting, shall limit glare (light that causes visual discomfort or disability) from site lighting poles to IESNA (Illuminating Engineering Society of North America) semi cut-off designation.
- c. Luminaries aimed in an upward direction shall be concealed or so positioned as to screen the light source from adjacent property.
- d. Floodlighting, uplighting, or spotlighting of architecture, graphics or natural features shall be so arranged as to avoid light trespass onto adjacent properties or rights of way.
- e. Maximum parking lot pole height identified as S1 and S2 in the DDS shall be no taller than 35' - 0" above grade.
- f. Maximum decorative light pole height identified as PS1 in the DDS shall be no taller than 17' - 0" above grade.
 - i. Ornamental and pedestrian scale walkway lighting shall be comprised of standard, pole, bollard and wall mounted luminaries.

10. Unless otherwise specified in this Sign Program, all applicable portions of the City of Manteca Municipal Code, Chapter 17.17 (Signs), shall be enforced.

- a. A sign permit and a building permit shall be required from the Community Development Department for each sign.
- b. The appearance of all signs shall be subject to review and approval by the Community Development Department, Planning Division for consistency with the design elements and concepts provided in the Promenade Shops at Orchard Valley Development Design Standards (DDS); In particular Concepts for Environmental Graphics on page 6.01 & Concepts for Architecture page 4.01.
- c. Generally signs shall be of a high quality providing an enhanced appearance and/or architectural appearance. Quality materials, method of attachment, and method of lighting shall be considered in the design of all signs. Use of cabinet signs with changeable copy/faces shall be prohibited.
- d. The overall project aggregate sign area is based on three 75% of (3) square feet of sign area per one (1) lineal foot of frontage, for a total of 13,500 square feet as illustrated on page 6.17 of the DDS.
- e. Projecting signs or signs that extend no more than 5-feet from the surface of a building elevation shall be allowed, shall maintain a clearance of at least 10-feet below the sign, and shall not overhang/cross property lines.
- f. The number and size of electronic display signs consistent with Manteca Municipal Code section 17.17.090 F, shall be subject to review and approval by the Community Development Director. Any electronic displays intended to be viewed from Highway 120 shall obtain approval from the California Department of Transportation.

g. Shopping Center Identification Signs (CC):

Type	Location	Number	Height	Area	Appearance
Freestanding Freeway-Oriented (CC)	Consistent with sign CC on page 6.03 of the DDS	1	50'	200 sq. ft. per face. Consistent with sign CC on page 6.05 of the DDS	Consistent with sign CC on page 6.04 of the DDS
Freestanding (CC)	Union Road (Promenade Way), Atherton Drive (Street "A"). 750-foot separation.	1 each location, for total of 2	40'	200 sq. ft. per face.	Consistent with sign CC on page 6.04 of the DDS

*Planned Development Conditions
Promenade Shops*

h. Entrance Monument Signs (A), (N), & (NN):

Type	Location	Number	Height	Area	Appearance
Monument	Comer of Union and Atherton	1	16'	75 sq. ft.	Consistent with sign A on page 6.06 & 6.08 of the DDS
Monument	Flanking vehicular Entrances as specified on page 6.03 of the DDS	9	16' – 6"	3 sq. ft. per face. Consistent with sign N & NN on pages 6.07 & 6.08 of the DDS	Consistent with sign N & NN on page 6.07 of the DDS

i. Cinema Signs:

Type	Location	Number	Height	Area	Appearance
Wall Sign	Wall	2	Not to exceed height of building	350 sq. ft.	Shall be consistent with DDS Concepts for Environmental Graphics 6.01 & Concepts for Architecture 4.01
Marquee	Wall	2	Same	To be determined by the Community Development Director during review of the marquee at the design level.	Same, as above. May include electronic display of current films. Not intended to be viewed from Hwy 120 or Atherton Road.
Freestanding Freeway-Oriented	To be determined by the Community Development Director during review of the sign at the design level.	1	50'	200 sq. ft. per face.	Consistent with sign CC on page 6.04 of the DDS

j. Anchor Tenant (West) Signs:

Type	Location	Number	Height	Area	Appearance
Wall Sign	Wall	1 per façade, total of 4	Not to exceed height of building	250 sq. ft.	Shall be consistent with DDS Concepts for Environmental Graphics 6.01 & Concepts for Architecture 4.01
Freestanding Freeway-Oriented	To be determined by the Community Development Director during review of the sign at the design level.	1	50'	200 sq. ft. per face.	Consistent with sign CC on page 6.04 of the DDS

k. Anchor Tenant (Bass Pro Shops) Signs:

Type	Location	Number	Height	Area	Appearance
Wall Sign	As illustrated on page 4.04 of the DDS	As illustrated on page 4.04 of the DDS	Not to exceed height of building	6,000 sq. ft. aggregate.	Shall be consistent with DDS Concepts for Environmental Graphics 6.01 & Concepts for Architecture 4.01
Freestanding Freeway-Oriented	To be determined by the Community Development Director during review of the sign at the design level.	1	50'	200 sq. ft. per face.	Shall be substantially consistent with sign DD on page 6.04 of the DDS
Flag Pole	Roof Mounted	1	37' from base of pole	No limit	As illustrated on page 4.04 of the DDS. No advertising.

*Planned Development Conditions
Promenade Shops*

I. Tenant Signage:

Type	Location	Number	Height	Area	Appearance
Major Tenants and Tenants at/or greater than 20,000 square feet					
Wall Sign	As illustrated on page 4.02 & 4.03 of the DDS	1 per façade, 3 per tenant	Not to exceed height of building	250 sq. ft. aggregate. 110 sq. ft. max. per sign.	Shall be consistent with DDS Concepts for Environmental Graphics 6.01 & Concepts for Architecture 4.01
Tenants at 10,000 to 20,000 square feet					
Wall Sign	same	same	Same	225 sq. ft. aggregate. 100 sq. ft. max. per sign.	Same
Tenants less than 10,000 square feet					
Wall Sign	Same	Same	Same	200 sq. ft. aggregate. 85 sq. ft. max. per sign.	same

m. Additional Tenant Signage: Each tenant described in section (m) may have the following secondary signage:

Type	Location	Number	Height	Area	Appearance
Wall or canopy/awning mounted	Located in the vicinity of the entry	1 per entry	Not to exceed height of building	30 SF maximum	Shall be consistent with DDS Concepts for Environmental Graphics 6.01 & Concepts for Architecture 4.01
Canopy / awning signage	canopy/awning	1 per canopy/awning	Same	20 SF maximum	Same
Storefront signage - Surface applied	Contained within storefront window	1 per storefront bay/module	N/A	5 SF maximum	Same
Blade Signs	Under Awning	1 per entry	Minimum under sign 8 - feet	5 SF maximum	Same

Temporary signage (90 days or less) occurring behind tenant storefront as part of a window display shall not be restricted to signage controls as defined herein. Graphics and signage providing environmental information such as store hours, conforming to code, and ADA requirements shall not contribute to the area restrictions described herein.

n. Directional Signs C, D, & E: Shall not count toward shopping center aggregate.

Type	Location	Number	Height	Area	Appearance
Pole for Pedestrians	As specified for sign C on page 6.03 of the DDS	9 poles, with 4, 2 sided panels.	11'	Approximately 3 sq. ft. per panel face.	Consistent with sign C on page 6.12 of the DDS.
Monument for Pedestrians	Consistent with sign D on page 6.03 of the DDS	4	8'	24 sq. ft. per face	Consistent with sign D on page 6.13 of the DDS
Traffic / Vehicular Movement Signs	As required for directing traffic (Yield, Stop, etc.) and in conformance with state regulated signage	As needed	As required by law.	As required by law.	Consistent with signs illustrated on page 6.14 of the DDS.
Monument for Autos	Consistent with sign E on page 6.03 of the DDS	9	8' - 5"	24 sq. ft. per face	Consistent with sign E on page 6.11 of the DDS

*Planned Development Conditions
Promenade Shops*

- o. **Architectural Feature Signs:** Signage incorporated into the design of architectural features such as water fountains, water features, towers, windmills, archways, campaniles, amphitheaters, paseos, and murals. Shall not count toward shopping center aggregate.

Type	Location	Number	Height	Area	Appearance
Welcome Archway	As specified for sign M on page 6.03 of the DDS	2	24'	As illustrated on page 6.09 of the DDS	As illustrated on page 6.09 of the DDS
Paseo Archway	As specified for sign H on page 6.03 of the DDS	1	24'	As illustrated on page 6.10 of the DDS	As illustrated on page 6.10 of the DDS
Building Murals	As specified for sign U on page 6.03 of the DDS	2	N/A	N/A	Per the approval of the Community Development Director.
History Plaques, Storyboards and Paving Concepts	As specified on page 6.16 of the DDS	N/A	N/A	N/A	Consistent with concepts provided on page 6.16 of the DDS

- p. **Specialty Identification Signs:** Shall be limited to Promenade Way between Orchard Valley Drive and the Pond/Water Feature. Shall not count toward shopping center aggregate.

Type	Location	Number	Height	Area	Appearance
Banners	Light Poles.	75	17'	As illustrated on page 6.15 & 7.11 of the DDS	As illustrated on page 6.15 & 7.11 of the DDS
Banners	Building or Pole Mounted	1 per block	No higher than supporting building or pole.	35 SF maximum each face	Shall be consistent with DDS Concepts for Environmental Graphics 6.01 & Concepts for Architecture 4.01
Zones of Activity	Building Mounted	2 per zone *	25'	150 square feet	Same
Service Court Signs	Building Mounted	1 per court	10'	10 square feet	Same

* A zone categorizes an area with two (2) or more tenants of the same nature or activity (i.e. two (2) or more restaurants, etc.) Maximum number of zones ten (10). Minimum 200' separation between all zone signs.

- q. **Construction Signage:** Shall be limited to the period of construction (between issuance of building permit and certificate of occupancy). Signage shall be limited to content related to the project including but not limited to advertisement for tenants, owners, banks, developers, contractors, architects and design consultants, realtors and leasing information.

Type	Location	Number	Height	Area	Appearance
Freestanding, movable, and/or wall mounted.	To be determined by the Community Development Director	1	51'	750 sq. ft.	To be determined by the Community Development Director
Same	Same	4	35'	525 sq. ft.	Same
Same	Same	5	25'	375 sq. ft.	Same
Trailer	Same	N/A	N/A	N/A	Same
Freestanding Temporary Shopping Center Identification Signs.	Same. Hwy 120, Union Road, and Atherton Drive.	3	20'	200 sq. ft.	Same

EXHIBIT F-2

DEVELOPMENT AND SIGN ILLUSTRATED STANDARDS

THE PROMENADE SHOPS AT
ORCHARD VALLEY

DESIGN DEVELOPMENT STANDARDS
14 FEBRUARY 2007



MESA

Redmond Schwartz Mark
Deven

JK Design Group



POAG & MCEWEN
PLANNING ENGINEERS

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THE PROMENADE SIGNS AT
ORCHARD VALLEY

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SECTION 1

EXECUTIVE SUMMARY

THE PROMENADE SHOPS AT
ORCHARD VALLEY

1.00

SECTION 1 – EXECUTIVE SUMMARY

We are very pleased to present these Design Development Standards for the proposed Promenade Shops at Orchard Valley. Our intention is for this development to be successful not only for the owners and merchants of the facility, not only for the customers of the center, but perhaps more importantly for the community as a whole. The purpose of this document is to establish a quality standard for the execution of this project, and a tool for working hand in hand with the City of Manteca to achieve that broadly defined success. It is not our intention to present this document as a final design solution, but instead a yardstick by which we might guide and gauge that final design.

This document is divided into sections corresponding with the primary categories of the components of our design. At the beginning of each section is a concept statement for that component. The major design categories are:

- Site Organization
- Architectural Design
- Landscape Architecture
- Environmental Graphics
- Lighting Design

The design professionals in each of these categories are working in concert with one another such that we might produce the most successful and dynamic facility possible.



THE PROMENADE SHOPS AT
ORCHARD VALLEY

1.01

EXECUTIVE SUMMARY



SECTION 2

OBJECTIVES

THE PROMENADE SHOWS AT

ORCHARD VALLEY

2.00

SECTION 2 – OBJECTIVES

The Design Team and the City of Manteca have a series of objectives. As a part of this project we intend to:

- Celebrate the richness of the area
- Encourage vistas and views into the project from adjacent streets
- Create lively and warm streetscapes
- Maintain a human scale of building parts
- Use landscaping to enhance the warmth and character of the spaces
- Incorporate appropriate graphics as an integral part of the design, never as an afterthought.
- Apply lighting intelligently, warming the spaces. Softly bathing it in light both appropriately and economically while reducing glare.
- Enhance the economy of the community by creating a regional draw
- Create a successful center

This project is designed to evoke the character of the surrounding community. Upon approaching the site, the immediate impression from the foreground is of an orchard, with trees at a regular spacing. There will be quick views of the life and vitality of the area from the adjacent Highway 120 and Atherton Road. A focal tower might rise slightly above the adjacent buildings to draw attention into the center of the project, and the more open nature of the east end of the street allows views of the activity area by the pond. Upon entering the warm and welcoming center of the project, you step into the vibrant and active "main street". The scale of the buildings is intimate. The language of the building fits the vernacular of the Central Valley. The openness of the roundabouts allows a slightly taller building expression at those locations, which then in turn enhances the lively character of the streetscape. The concentration of activity along the main boulevard contributes to a safe and effective project, with life and activity distributed along its axis and down its side streets.



THE PROMENADE SHOPS AT
ORCHARD VALLEY

OBJECTIVES

2.01

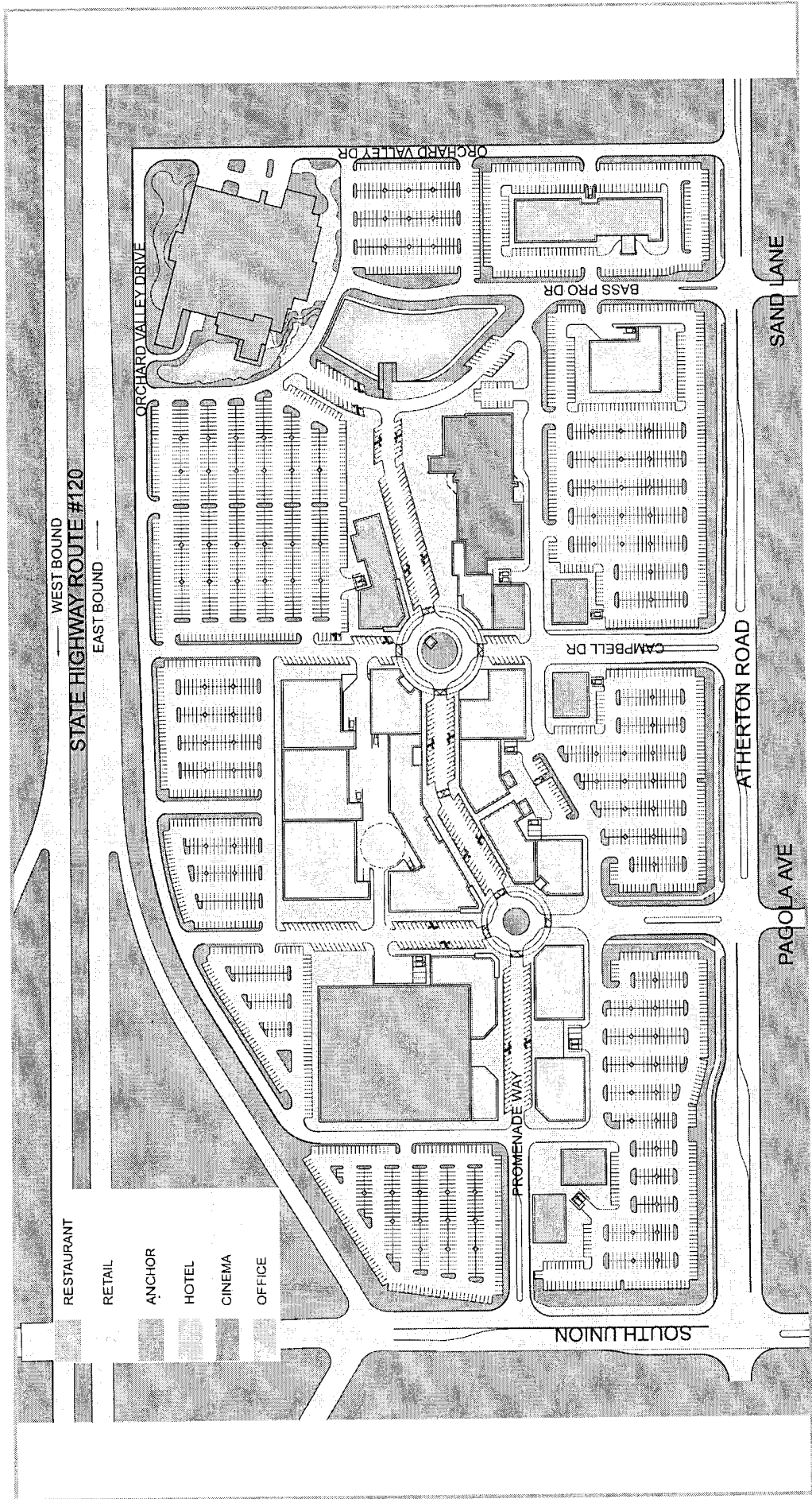


SECTION 3

SITE ORGANIZATION

THE PROMENADE SHOPS AT
ORCHARD VALLEY

3.00



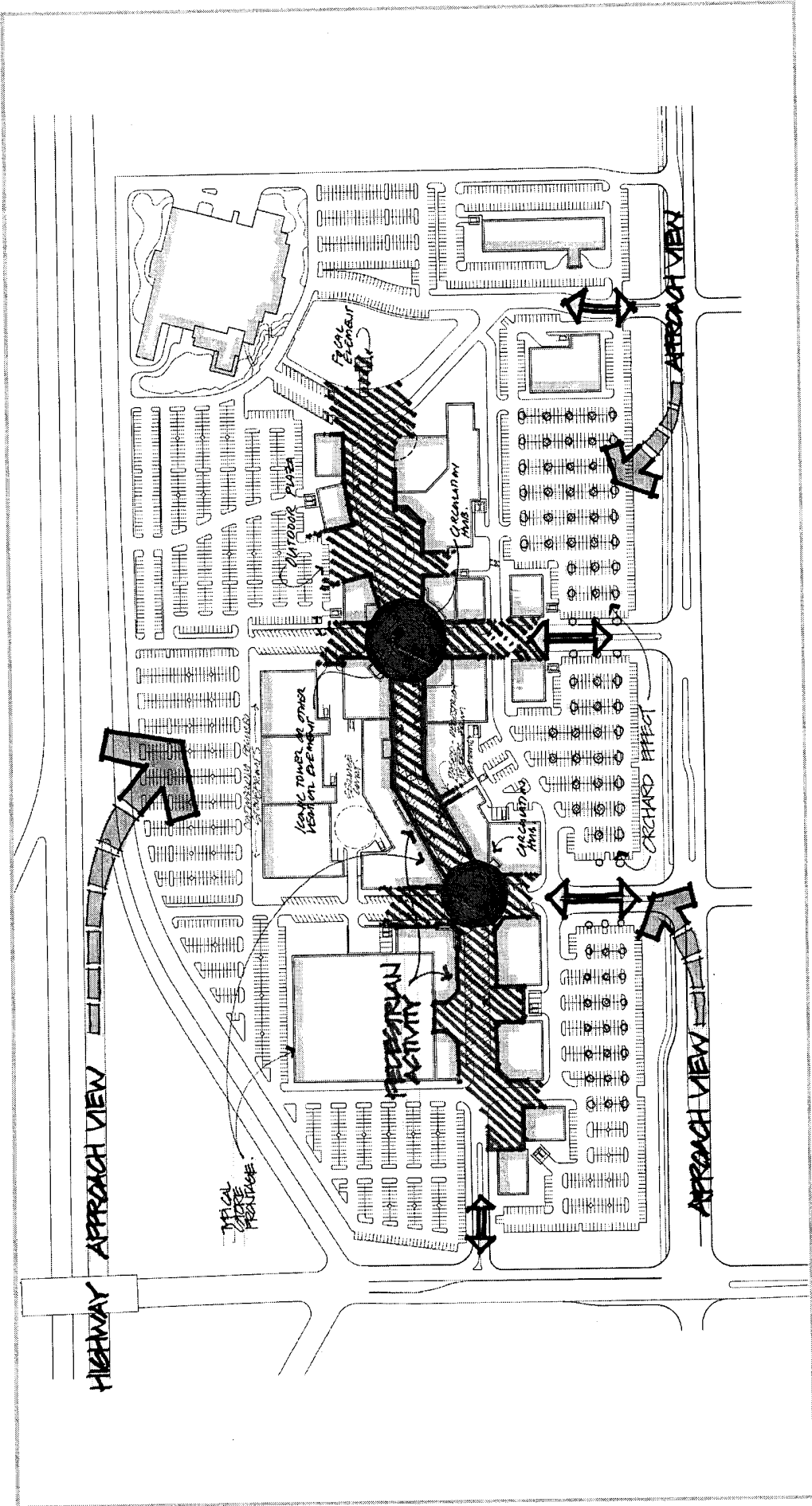
- RESTAURANT
- RETAIL
- ANCHOR
- HOTEL
- CINEMA
- OFFICE

THE PROMENADE SHOPS AT
ORCHARD VALLEY

SITE PLAN — GENERAL

3.01

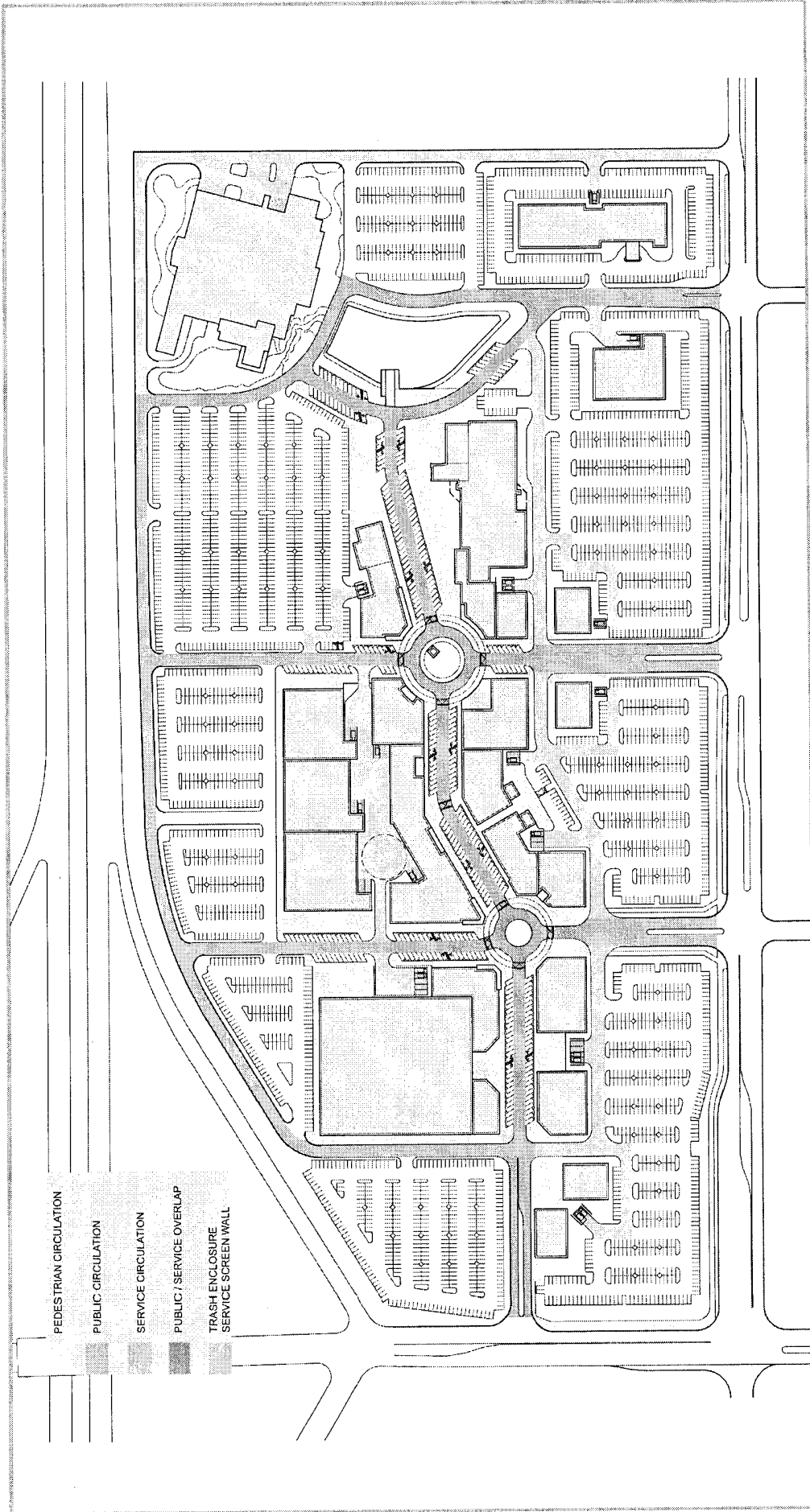
REVISED 02.14.07



3.02

SITE PLAN — CONCEPT

THE PROMENADE SHOPS AT
ORCHARD VALLEY

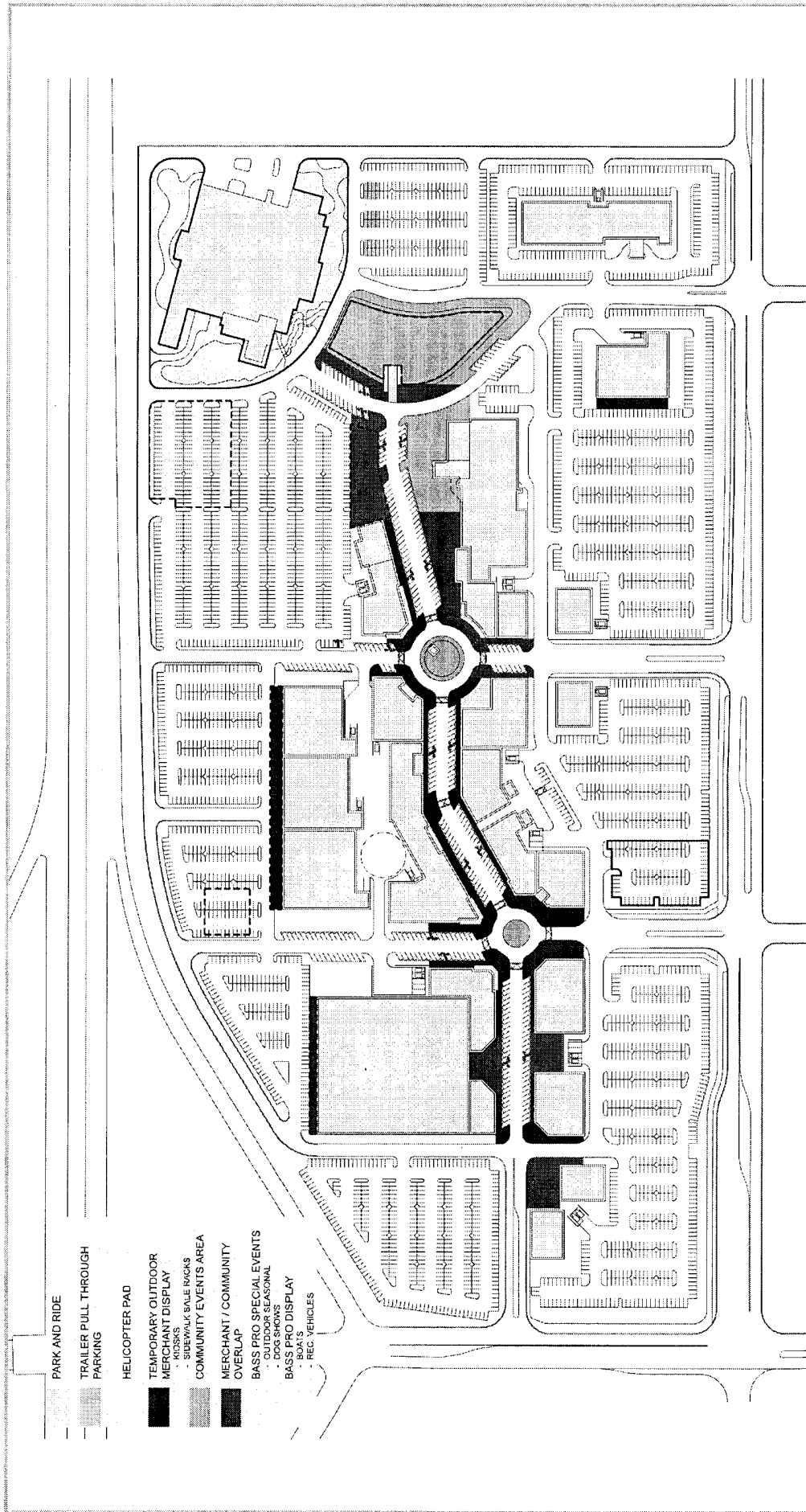


3.03

SITE PLAN — CIRCULATION

THE BROADWAY SHOPS AT
 ORCHARD VALLEY

REVISED 02.14.07



THE PROMENADE SHOPS AT
ORCHARD VALLEY

SITE PLAN — SPECIAL USE AREAS

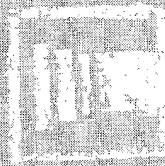
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REVISED 02.14.07



SECTION 4

ARCHITECTURAL DESIGN



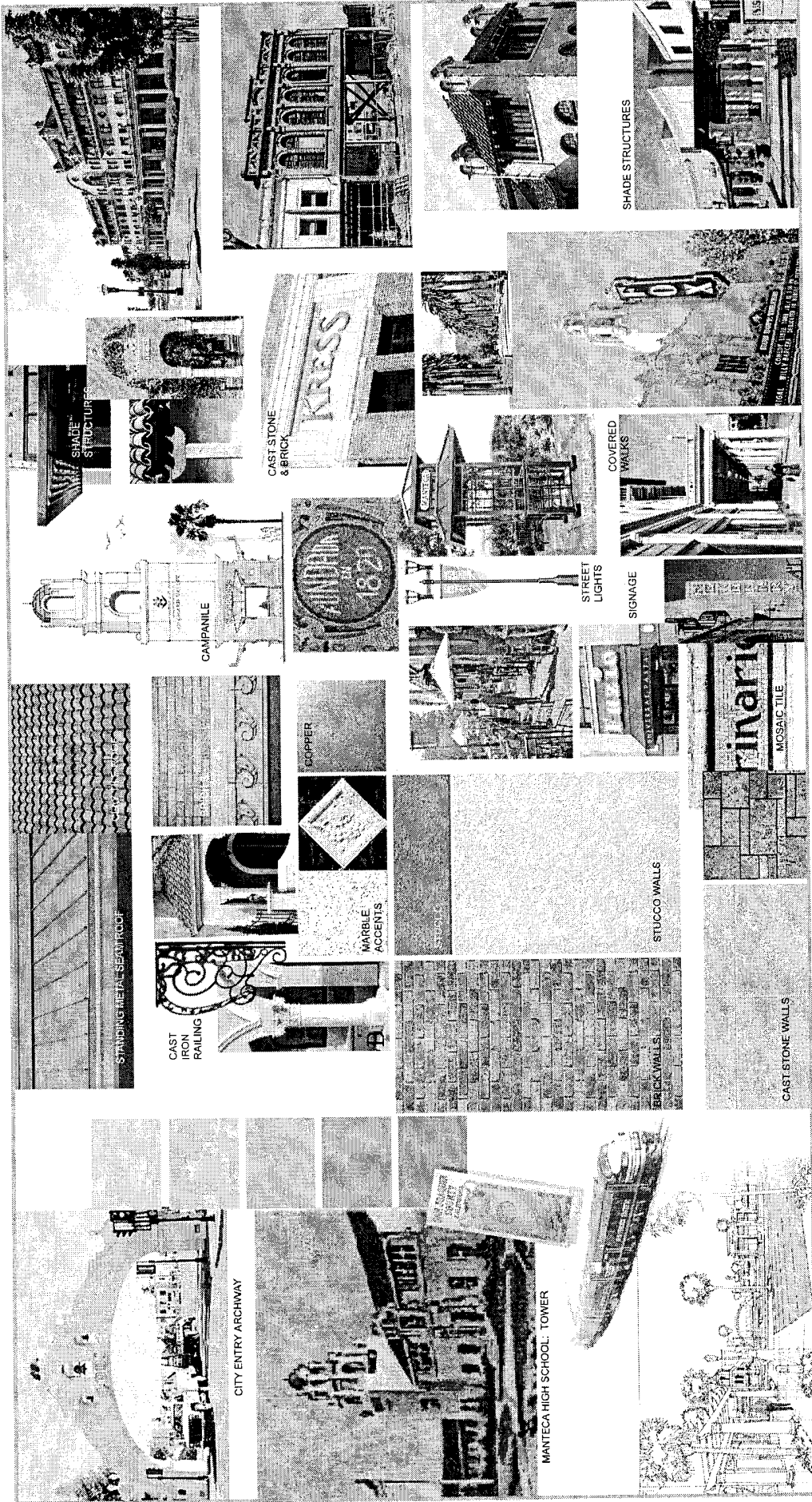
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THE PROMENADE SHOPS AT

ORCHARD VALLEY

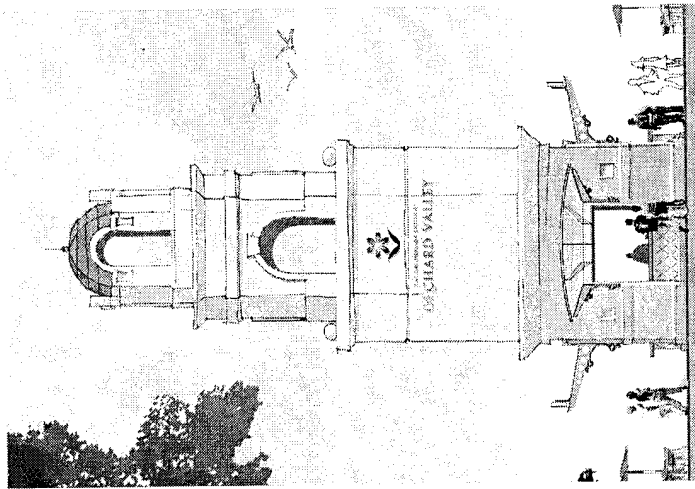
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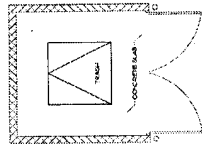
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CONCEPTS — ARCHITECTURE

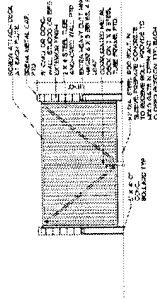
THE PROVENANCE SHOPS AT
ORCHARD VALLEY



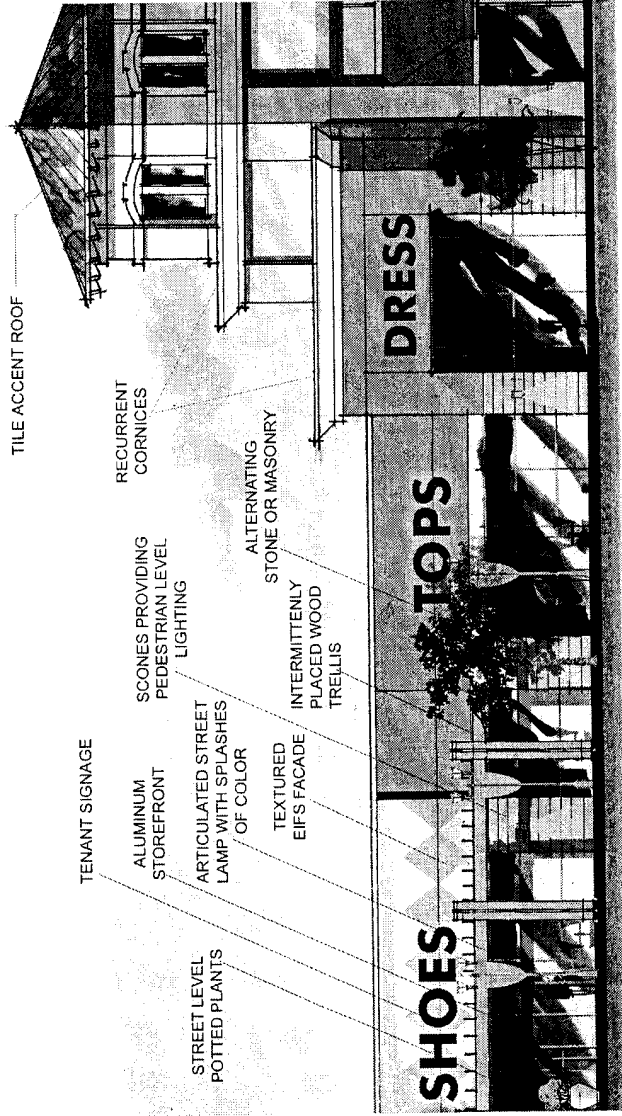
SIGNATURE ELEMENT CONCEPT



TYPICAL TRASH ENCLOSURE CONCEPT



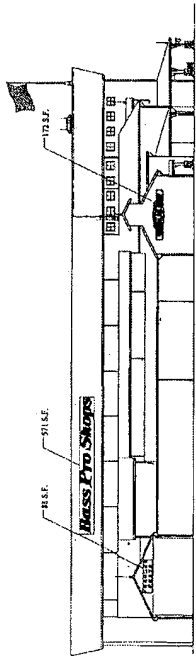
TYPICAL SCREEN WALL CONCEPT



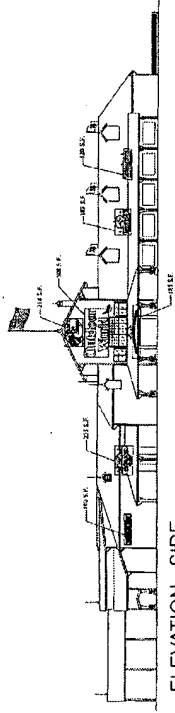
ENLARGED TYPICAL STREETSCAPE CONCEPT

THE PROMENADE SHOPS AT
ORCHARD VALLEY

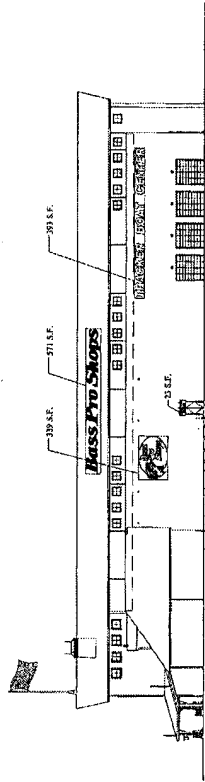
SAMPLE STREET ELEVATIONS — ENLARGED



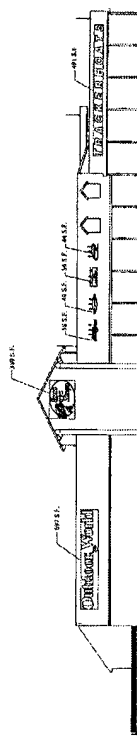
ELEVATION - FRONT



ELEVATION - SIDE



ELEVATION - REAR (HWY 120)



ELEVATION - SIDE

THE PROMENADE SHOPS AT
ORCHARD VALLEY

BASS PRO SHOPS ELEVATIONS

4.04



SECTION 5

LANDSCAPE ARCHITECTURE

MESA

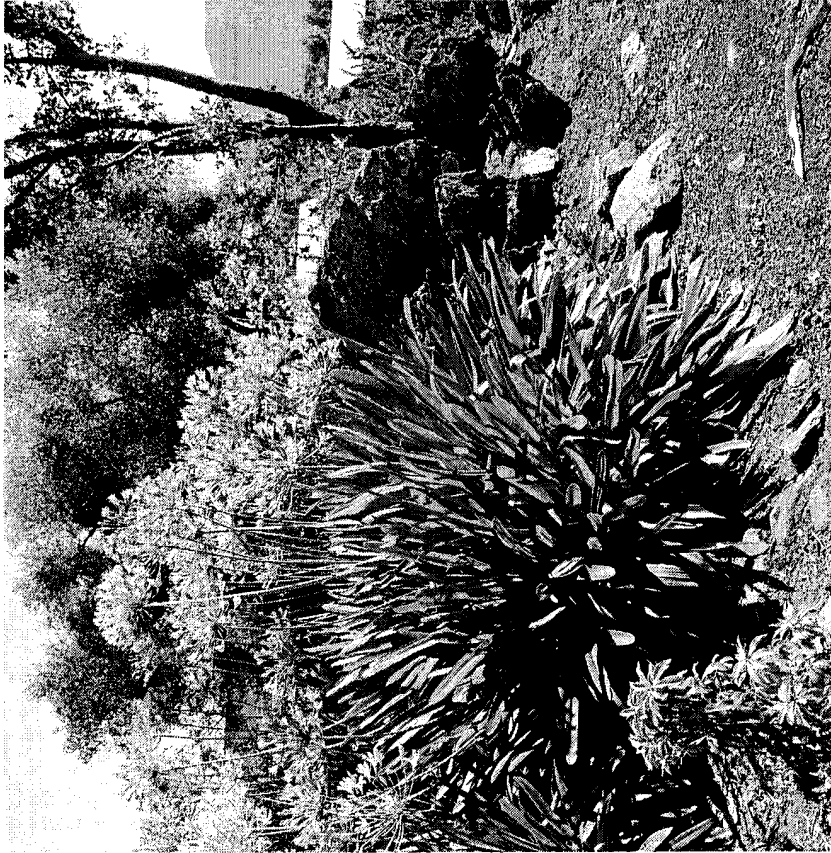
THE PROMENADE SHOPS AT
ORCHARD VALLEY

5.00

SECTION 5 – LANDSCAPE ARCHITECTURE

The Promenade Shops at Orchard Valley will be knitted together through use of both native plants and climatically appropriate plants. Areas of landscaping will be reminiscent of the Orchards that populated this area. Planting will be designed and implemented to enhance the architecture, as the architecture is to enhance the landscaping, all parts working as one to further the integrated feel of the center. Buffers will be provided and screening at key locations designed. View corridors will be channelled away from service areas, and towards community focal points.

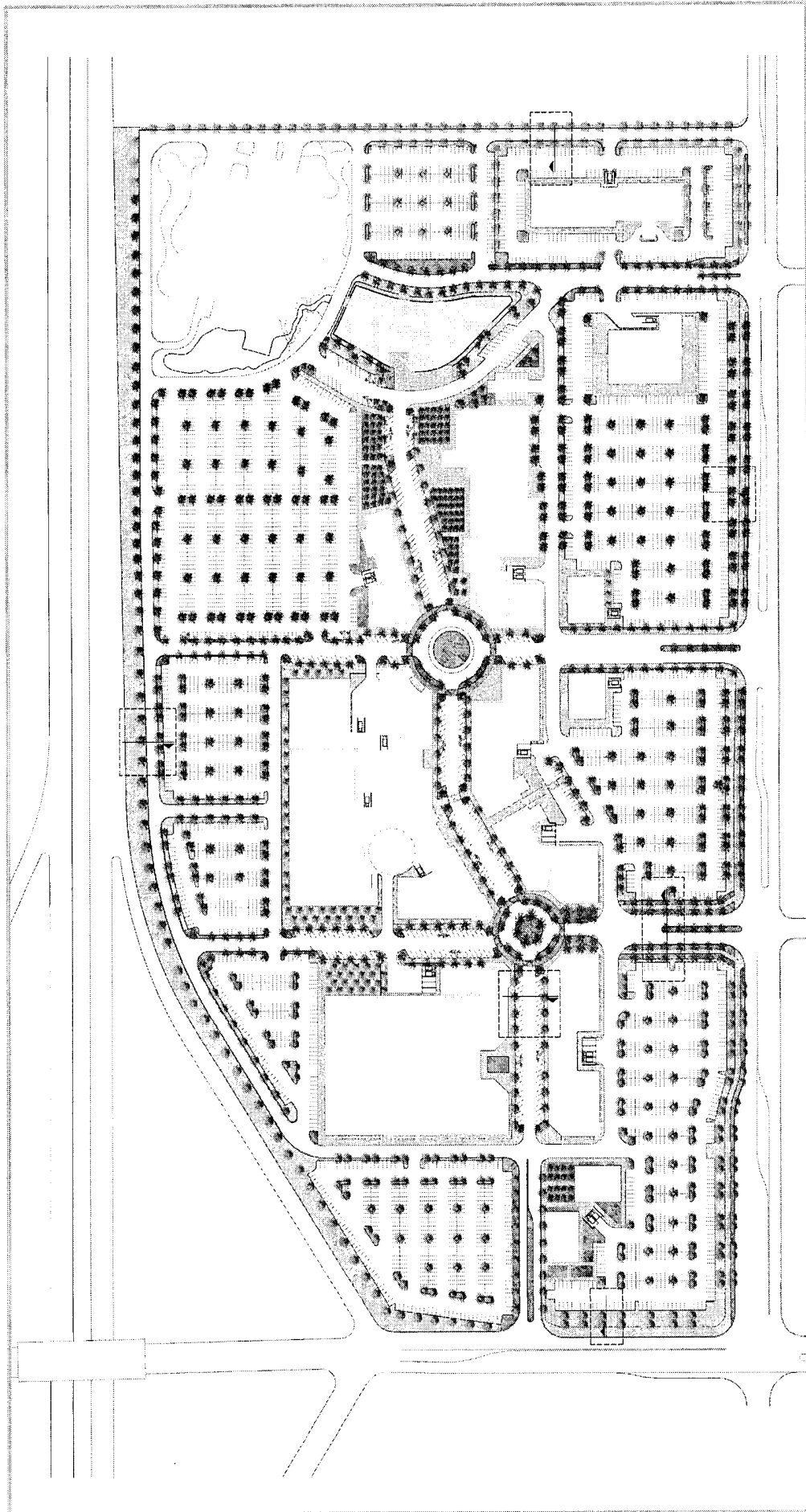
Planting will be specified such that shading requirements and water efficiency is maintained, and designed such that robust trees and planting beds are created.



THE PROMENADE SHOPS AT
ORCHARD VALLEY

CONCEPTS — LANDSCAPE

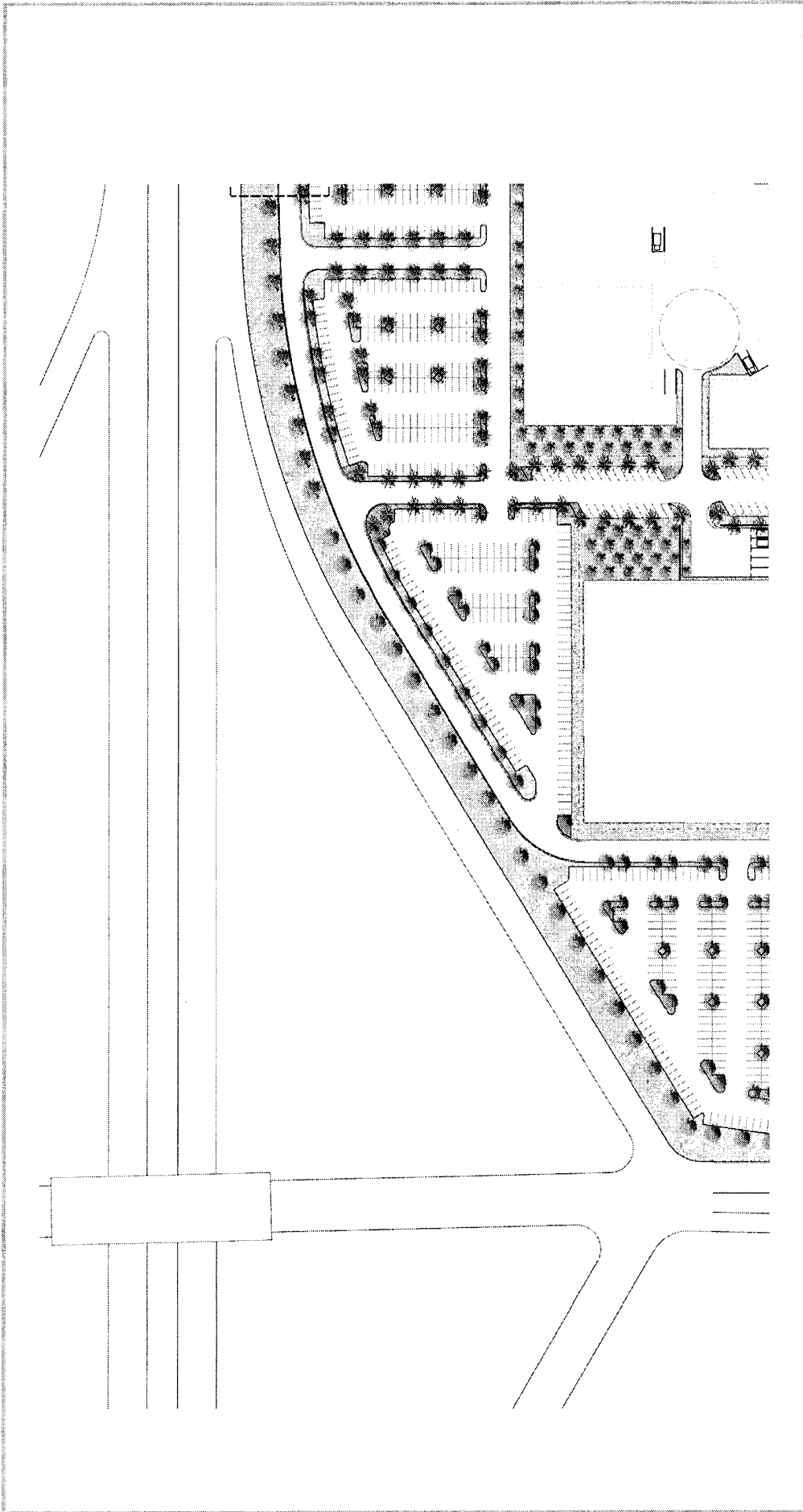
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5.02

PROPOSED TREE MASTER PLAN

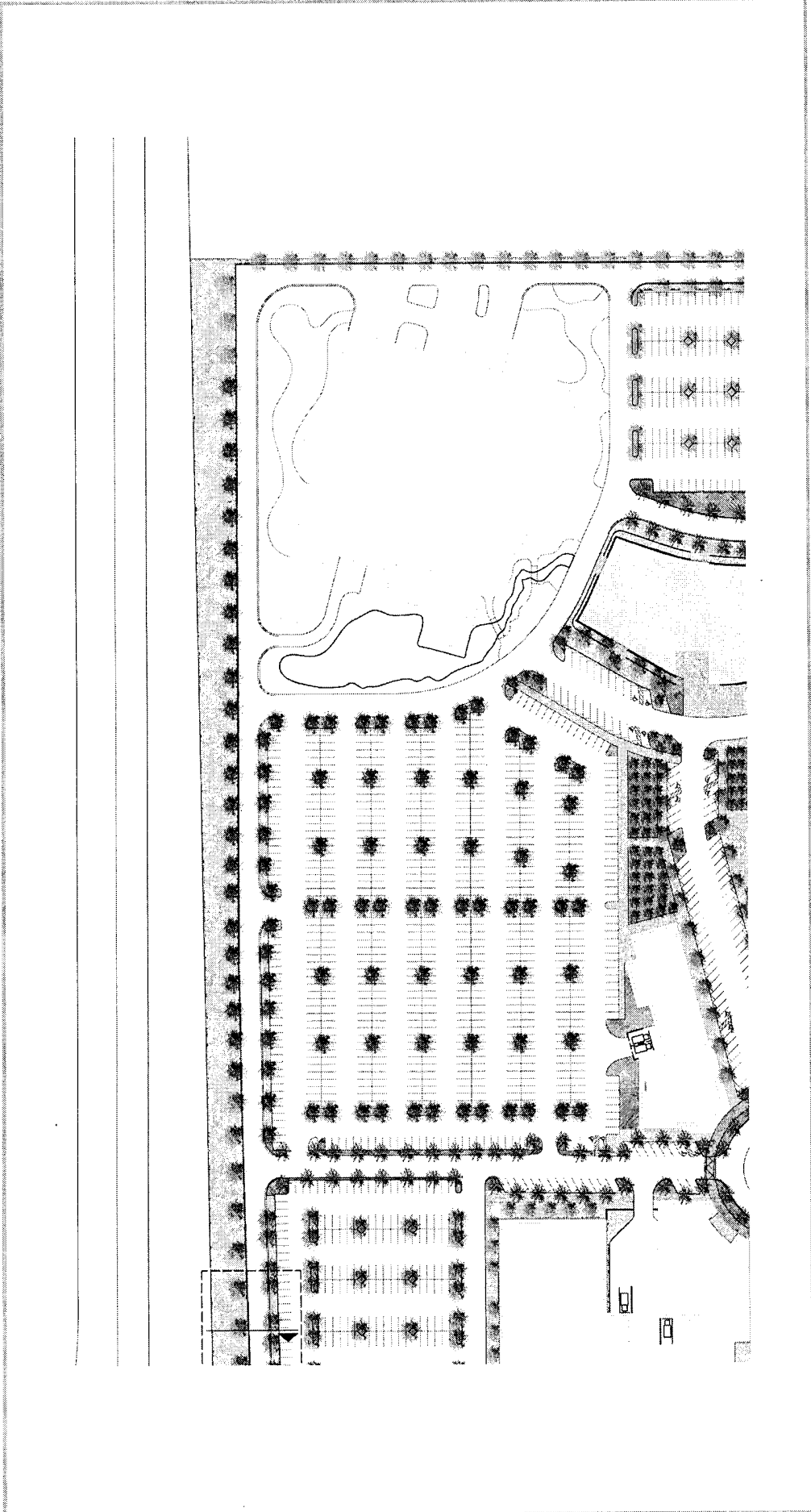
THE PROMENADE SHOPS AT
ORCHARD VALLEY



5.03

SITE PLAN, NW QUADRANT

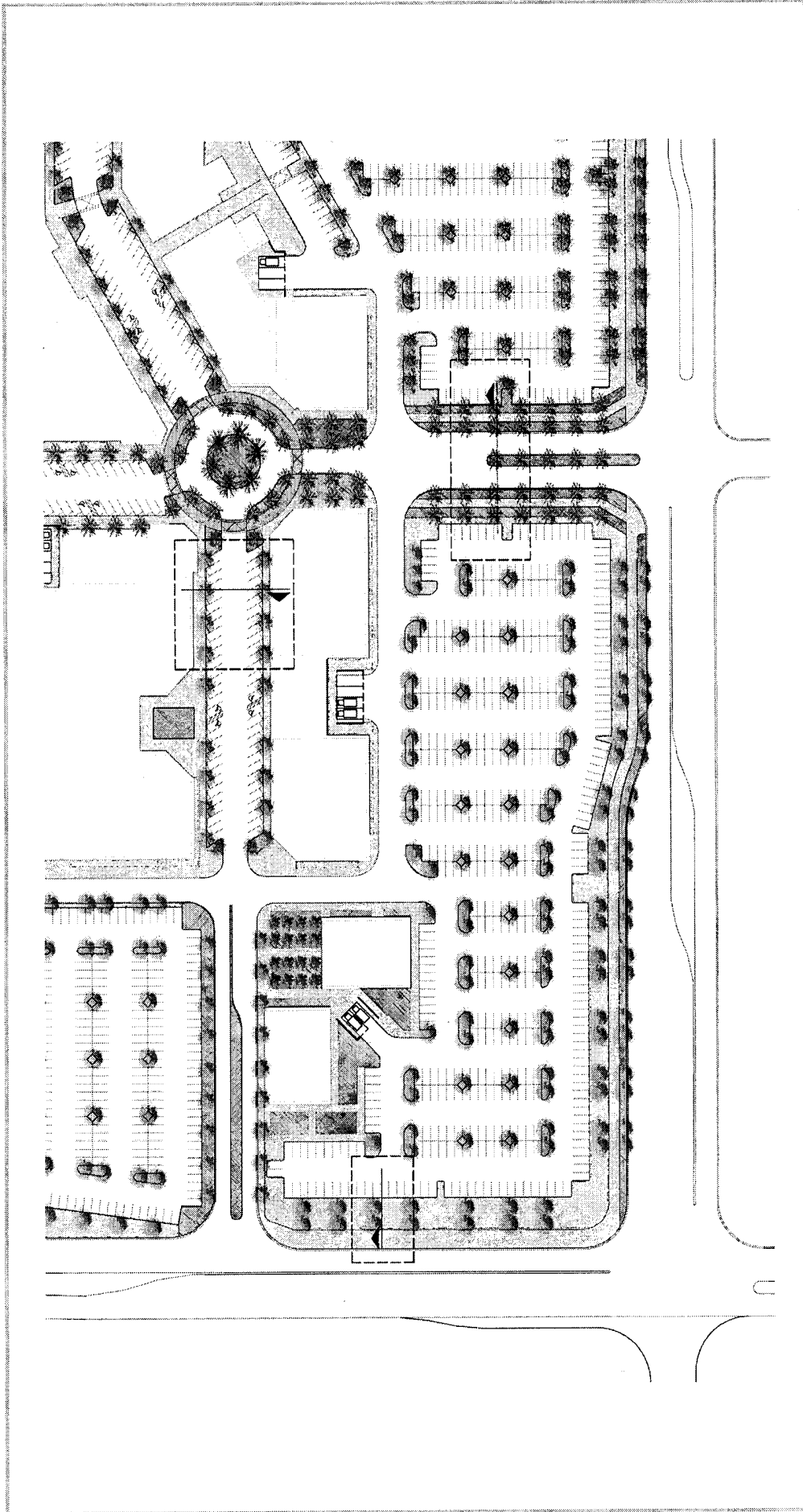
THE PROMENADE SHOPS AT
ORCHARD VALLEY



5.04

SITE PLAN, NE QUADRANT

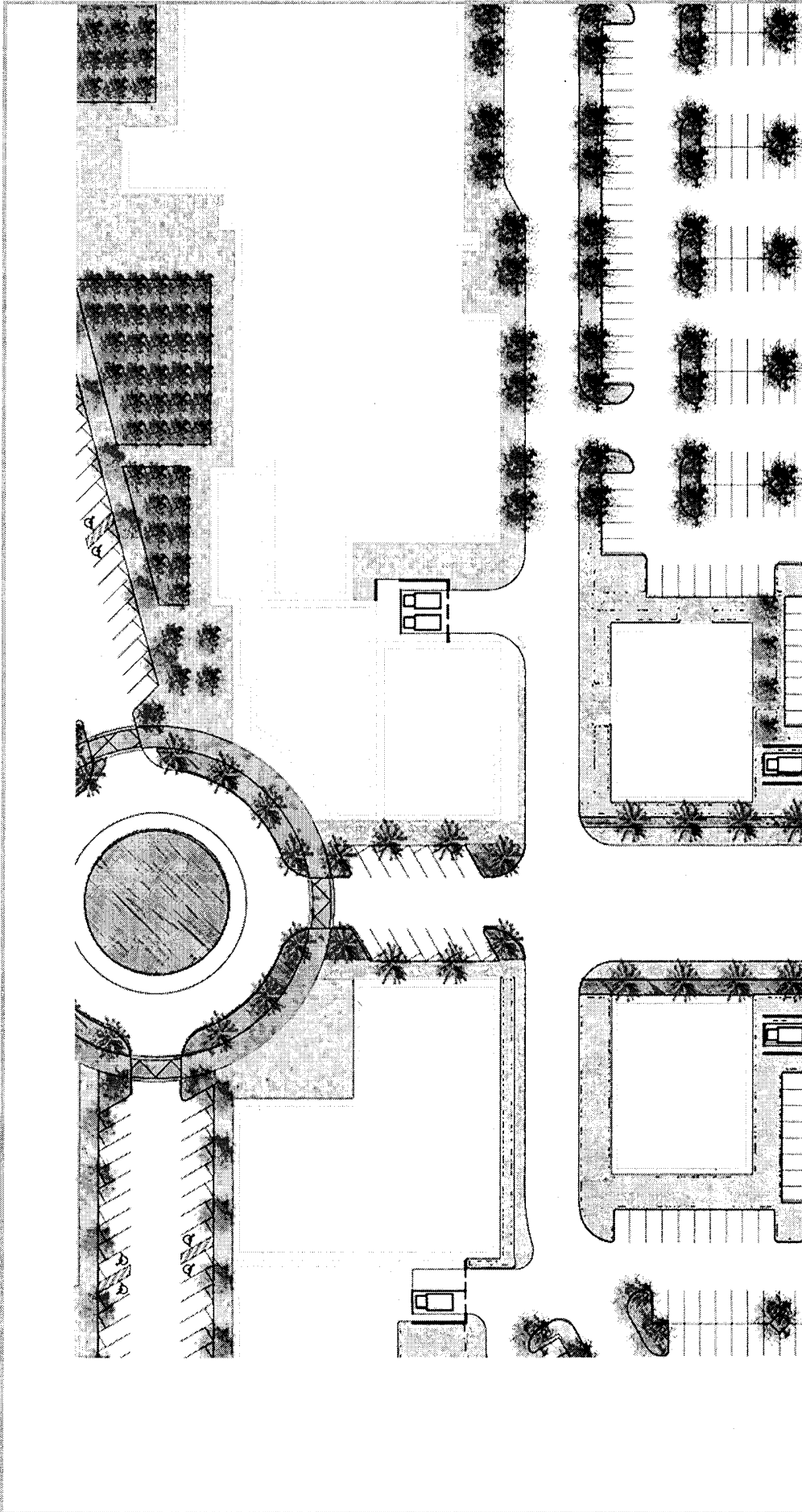
THE PROMENADE SHOPS AT
ORCHARD VALLEY



5:05

SITE PLAN, SW QUADRANT

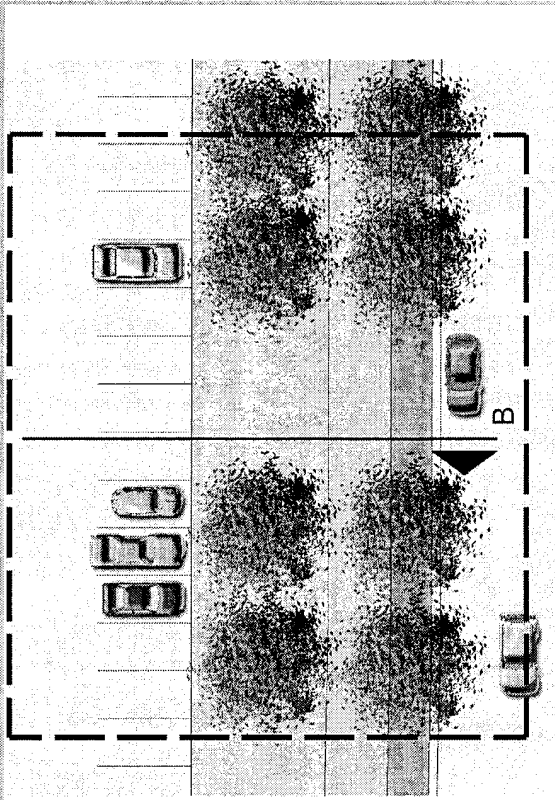
THE PROMENADE CHOPS AT
ORCHARD VALLEY



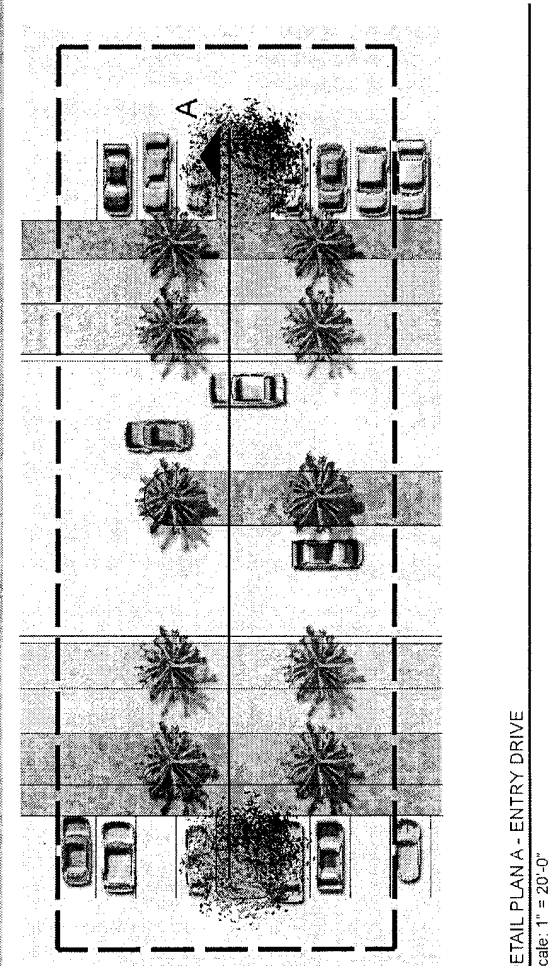
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SITE PLAN, SE QUADRANT

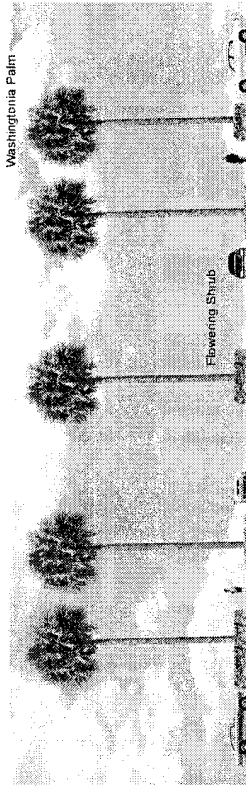
THE PROMENADE STOPS AT
ORCHARD VALLEY



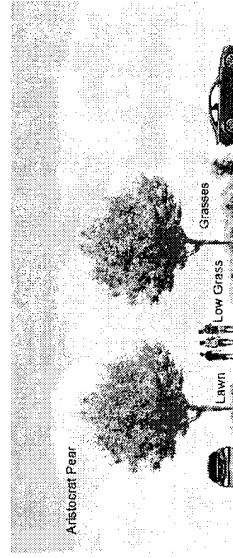
DETAIL PLAN A - ENTRY DRIVE
Scale: 1" = 20'-0"



DETAIL PLAN B - BUFFER ZONE
Scale: 1" = 20'-0"



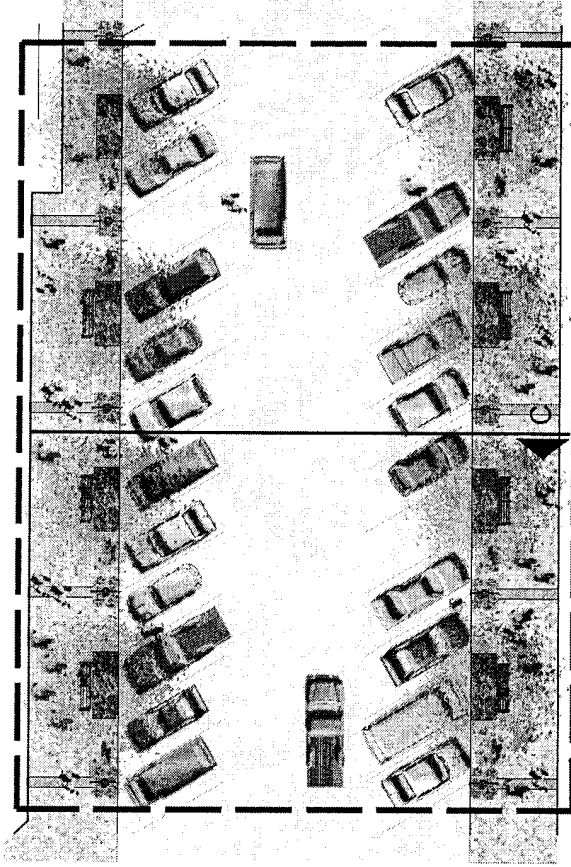
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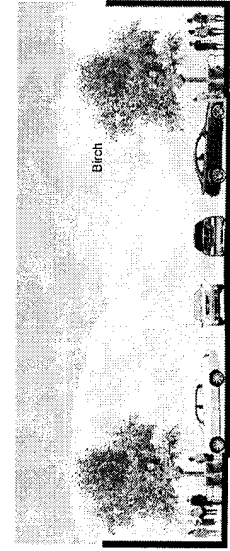
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THE PROMENADE SHOPS AT
ORCHARD VALLEY

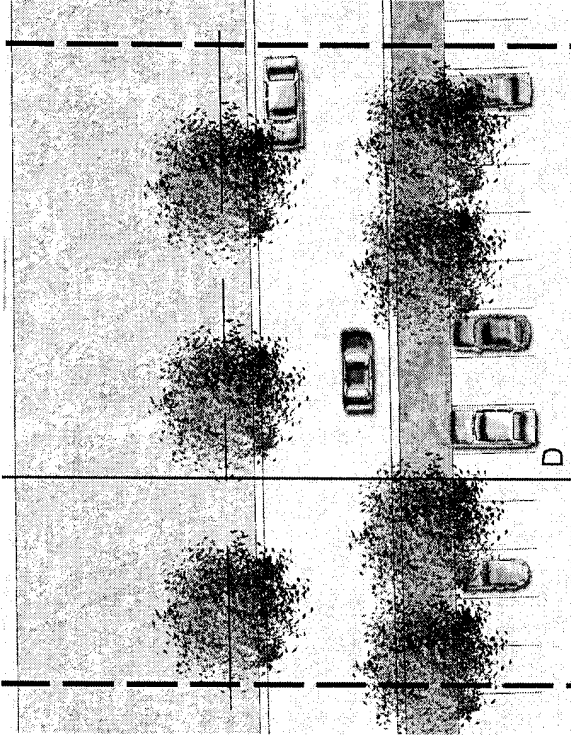
LANDSCAPE DETAIL PLAN



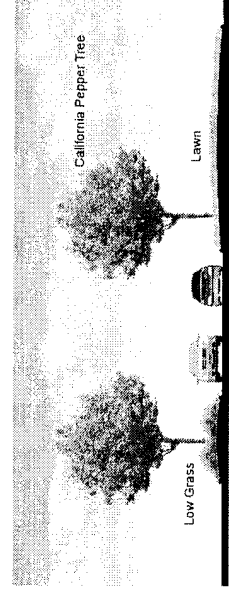
DETAIL PLAN C - MAIN STREET
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SECTION C
Scale: 1" = 20'-0"



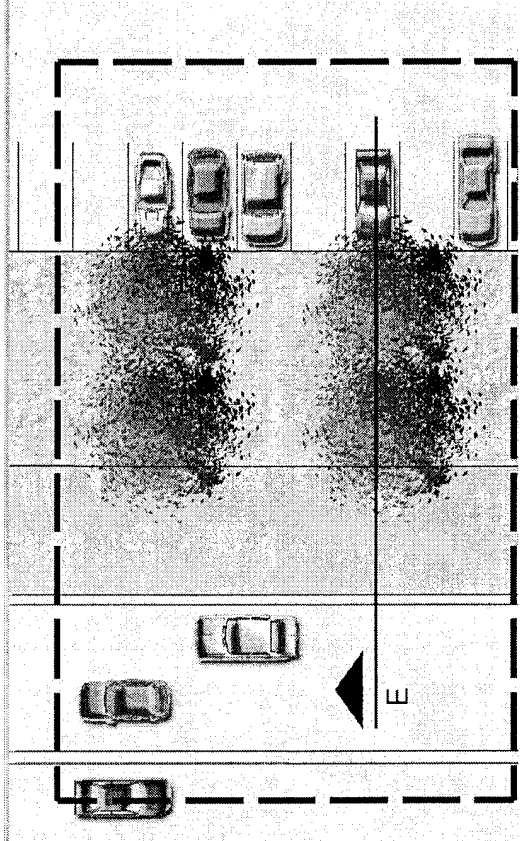
DETAIL PLAN D - BUFFER ZONE/END ISLAND
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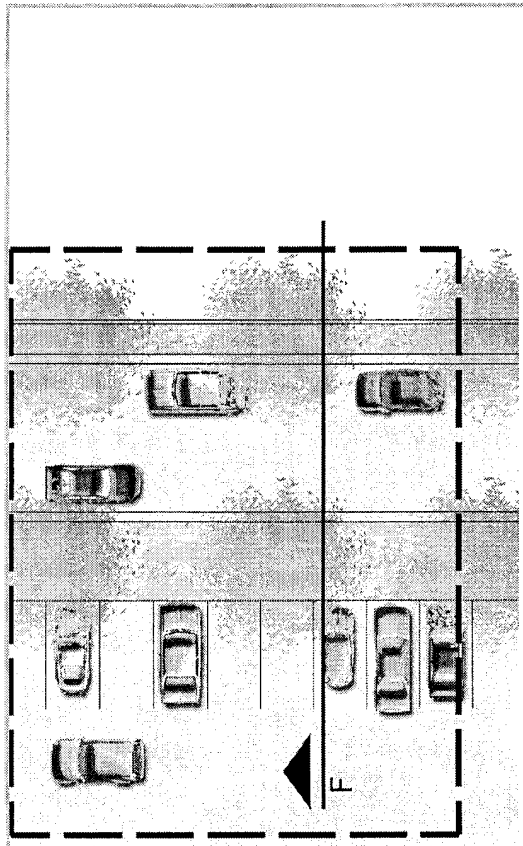
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THE PROMENADE SHOPS AT
ORCHARD VALLEY

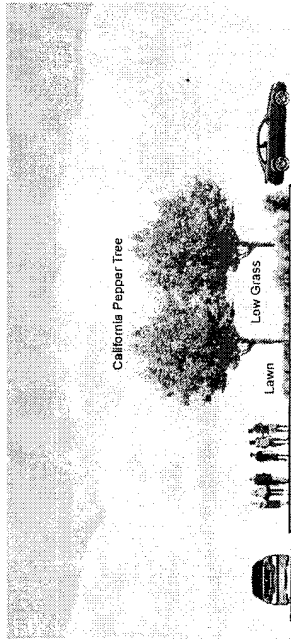
LANDSCAPE DETAIL PLAN



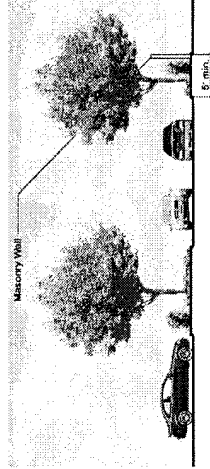
DETAIL PLAN E - BUFFER ZONE
Scale: 1" = 20'-0"



DETAIL PLAN F - PERIMETER BUFFER
Scale: 1" = 20'-0"



SECTION E
Scale: 1" = 20'-0"

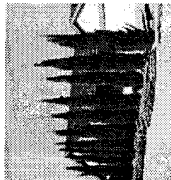


SECTION F
Scale: 1" = 20'-0"

TREES



Deciduous Cedar



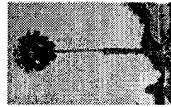
Italian Cypress



Chinese Platane



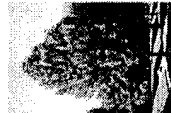
London Plane Tree



Washingtonia Palm



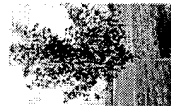
California Pepper Tree



Tulip Tree



Date Palm



Albizia Tree



Lombardy Poplar



Raywood Ash



Blue Spruce

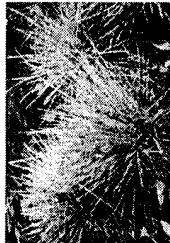
GRASSES



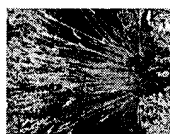
Bunchgrass



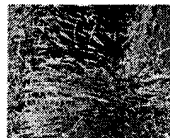
Blue Fescue



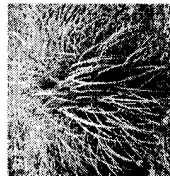
Blue Oak Grass



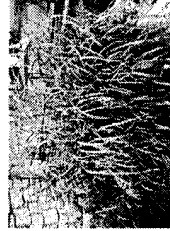
Karl Foerster Reed Grass



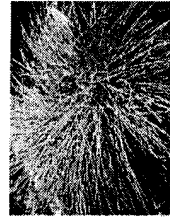
New Zealand Flax



Miscanthus



Switchgrass



Shrub

SHRUBS & GROUNDCOVERS



Agapanthus



Rose hybrid



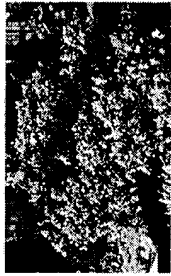
Daylily



Red Yucca



New Zealand Flax



Indian Hawthorne



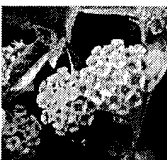
Bottle-Brush



Alison's Iris



Lantana



Virginia Creeper



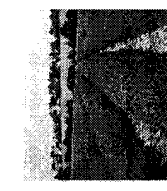
Dwarf Rosemary



Deer Nettle



Chenopodium



Levered



Uregra



Verbena



Sabra

VINES



Fig tree



Virginia Creeper



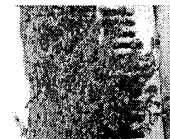
Parson Vine



Lily Bells



Chinese Vitis



Bougainvillea

THE PROMENADE SHOPS AT ORCHARD VALLEY

RECOMMENDED PLANT MATERIAL



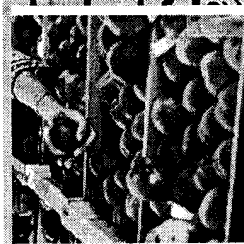
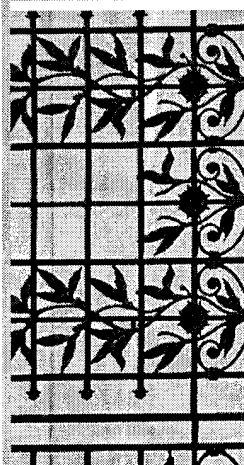
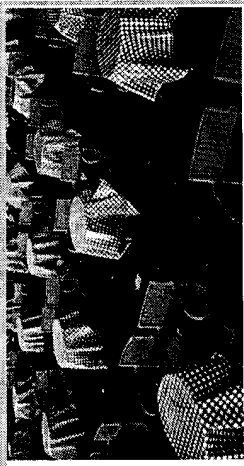
SECTION 6

ENVIRONMENTAL GRAPHICS

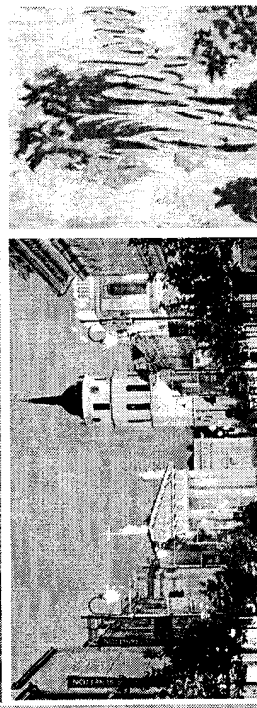
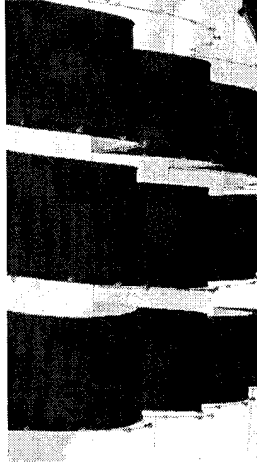
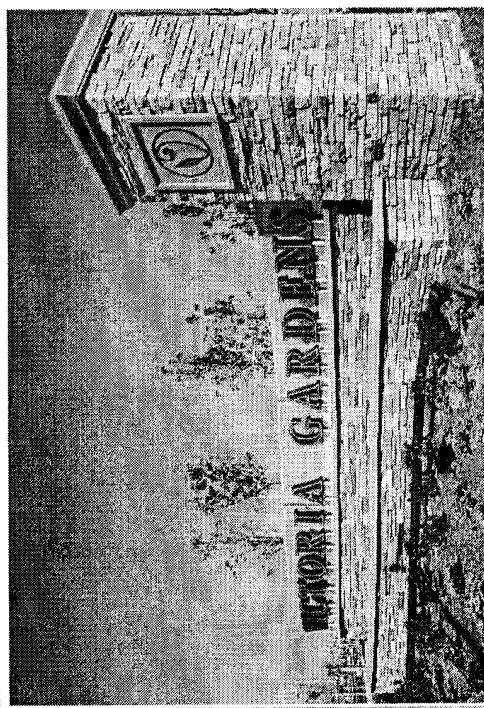
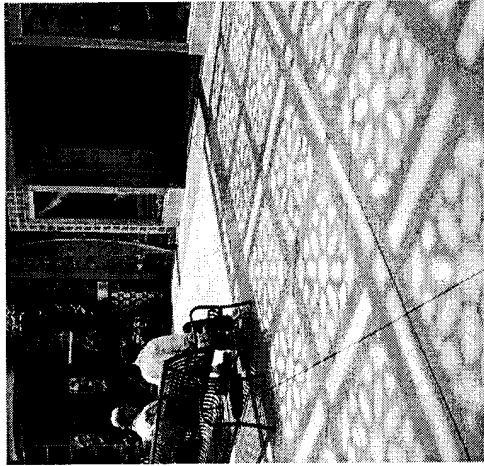
Redmond Schwartz Mark
Design



THE PROMENADE SLOOPS AT
ORCHARD VALLEY



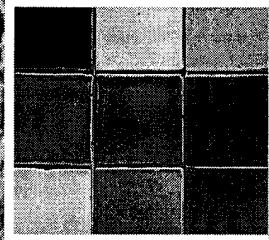
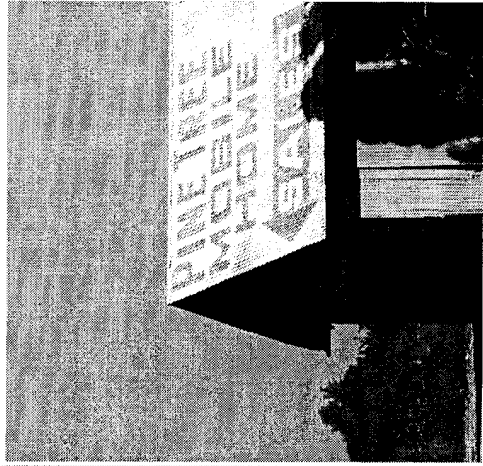
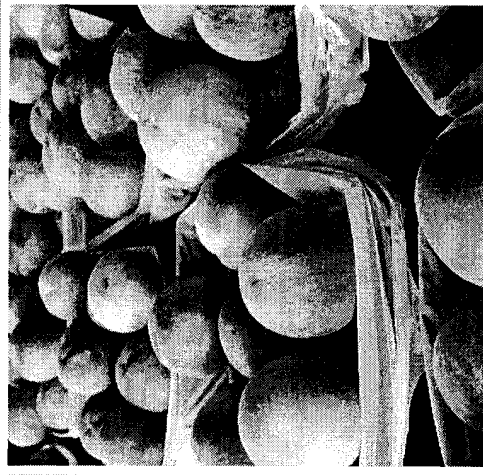
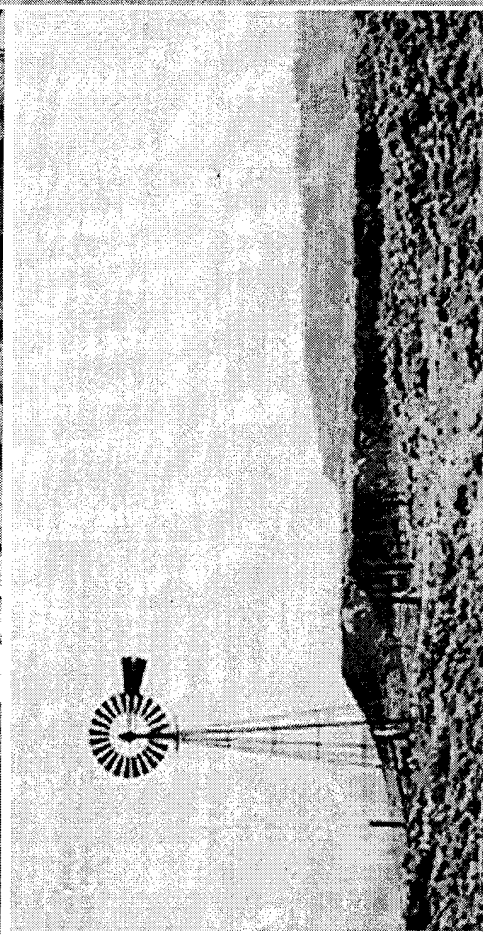
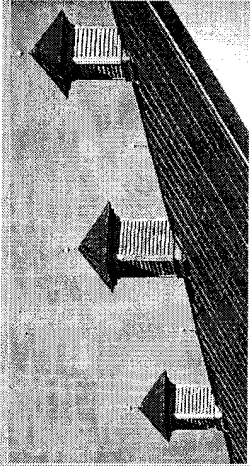
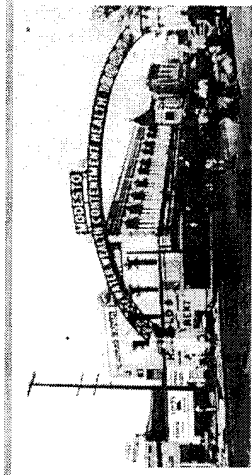
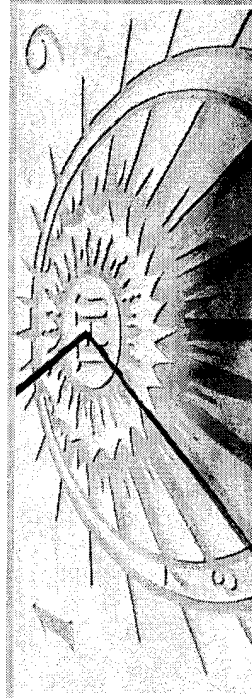
The inspiration for the graphics originates with the stylistic interpretation of the regional architecture and culture. These design elements are portrayed through the use of forms, color, palettes, font, and specialty features.



6.01

CONCEPTS — ENVIRONMENTAL GRAPHICS

THE PROMENADE SHOPS AT
ORCHARD VALLEY



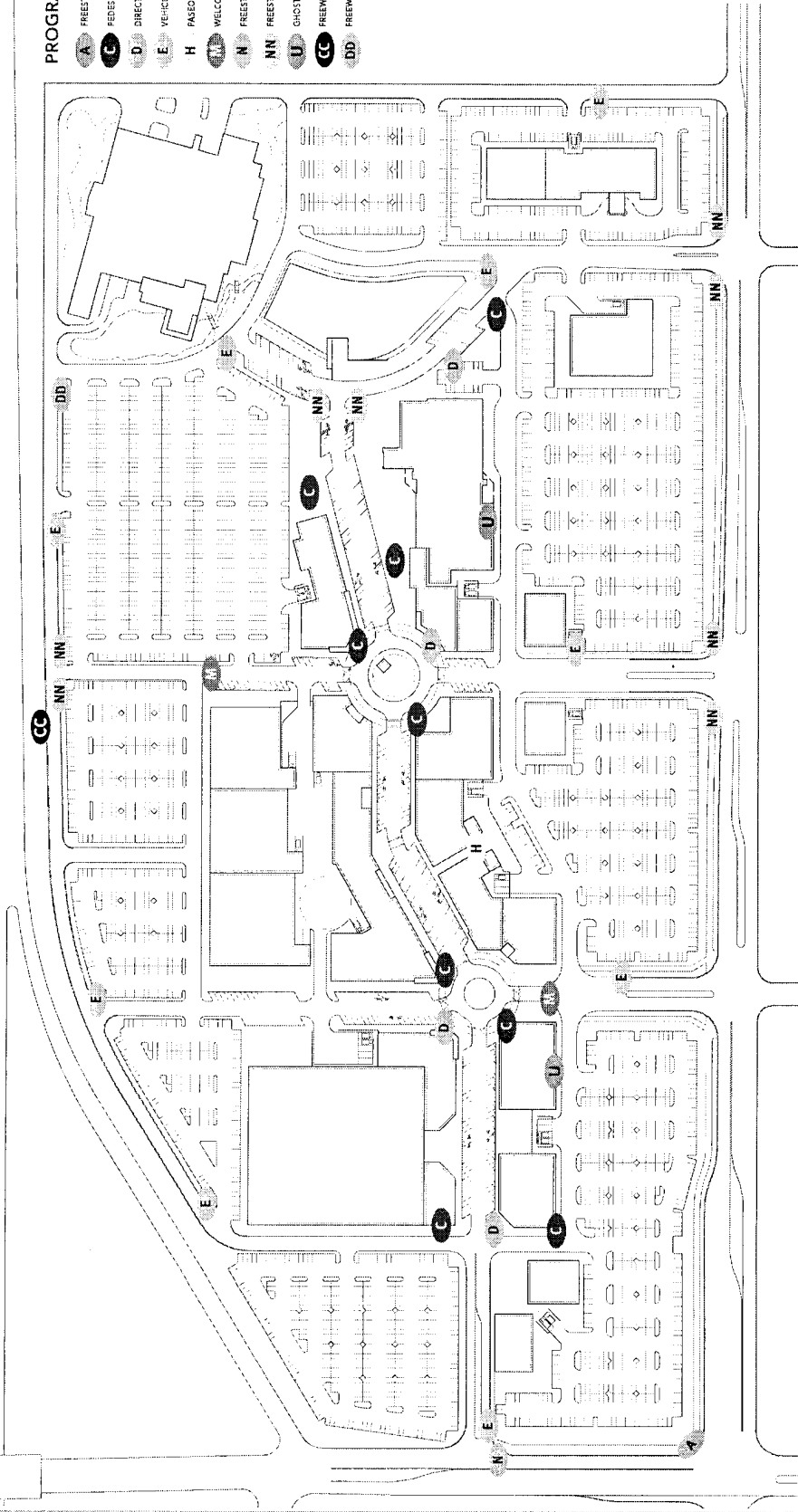
6.02

ICONOGRAPHY

THE PROMENIABLE SHOPS AT
ORCHARD VALLEY

PROGRAMMING KEY

- A** FREESTANDING MONUMENT (QTY. 1)
- E** PEDESTRIAN DIRECTIONAL (QTY. 2)
- D** DIRECTORY (QTY. 4)
- E** VEHICULAR DIRECTIONAL (QTY. 2)
- H** PASSO ARCHWAY (QTY. 1)
- U** WELCOME ARCH (QTY. 2)
- N** FREESTANDING GATEWAY - SINGLE (QTY. 1)
- NN** FREESTANDING GATEWAY - DOUBLE (QTY. 2)
- U** GHOSTED MURALS (QTY. 2)
- CC** FREEWAY ORIENTED PROJECT SIGN (QTY. 2)
- DD** FREEWAY ORIENTED TEAWAY SIGN (QTY. 1)

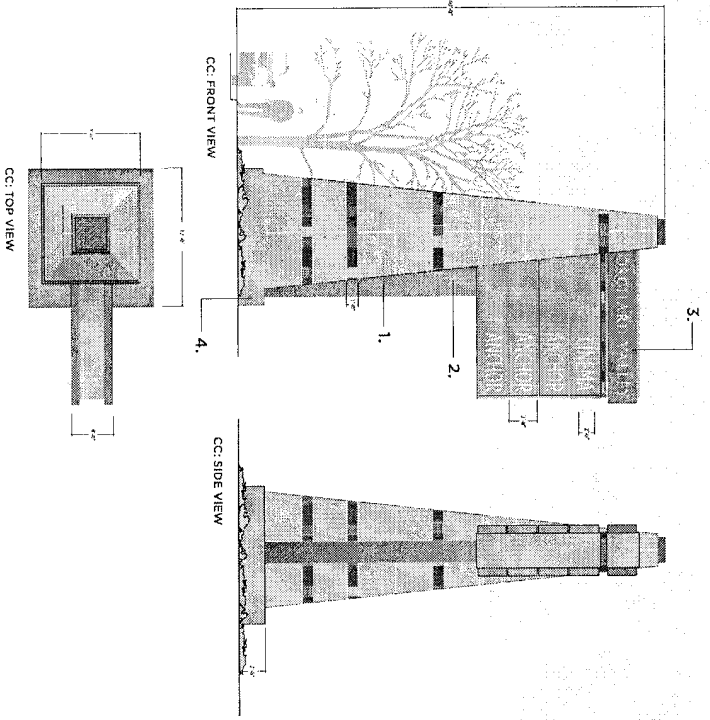


THE PROMENADE SIGNS AT

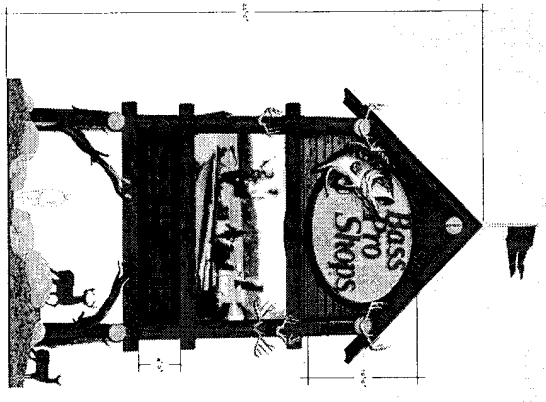
ORCHARD VALLEY

SIGNAGE PROGRAMMING

6.03



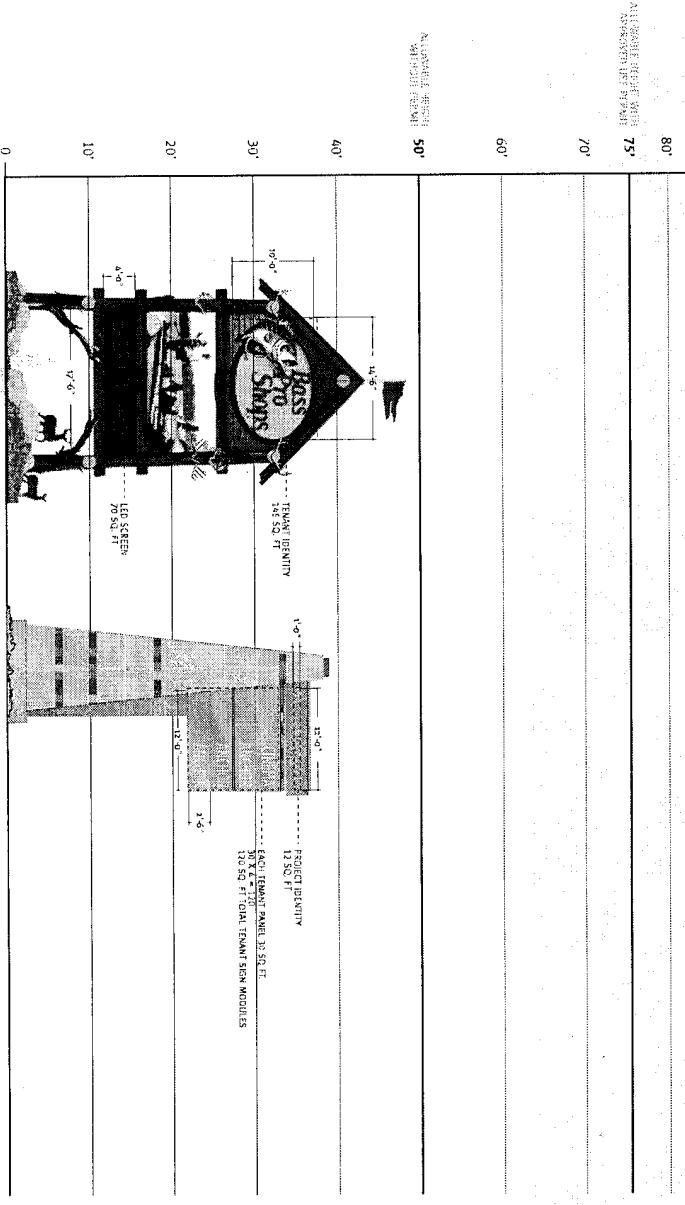
CC: PROJECT/TENANT PYLON



DD: TENANT PYLON (BASS PRO)

- NOTES**
- SIGN TYPE CC: (QTY: 1)**
- SIGN TYPE DD: (QTY: 1)**
1. Conical tower constructed from split faced CMU with colored tile bands.
 2. Wall section constructed from CMU with light-textured stucco finish.
 3. 6" deep panels fabricated from aluminum, fully enclosed and finished. Text and arrows to be reflective vinyl type.
 4. Four-foot-square concrete pad.

FREEMWAY ORIENTED SIGNS - ALLOWABLE HEIGHTS AND SQUARE FOOTAGE



SIGN TYPE DD
 10' x 20' SIGN PANEL 144 SQ. FT.
 (PER CIV SIGN CODE 17.17.0902D)

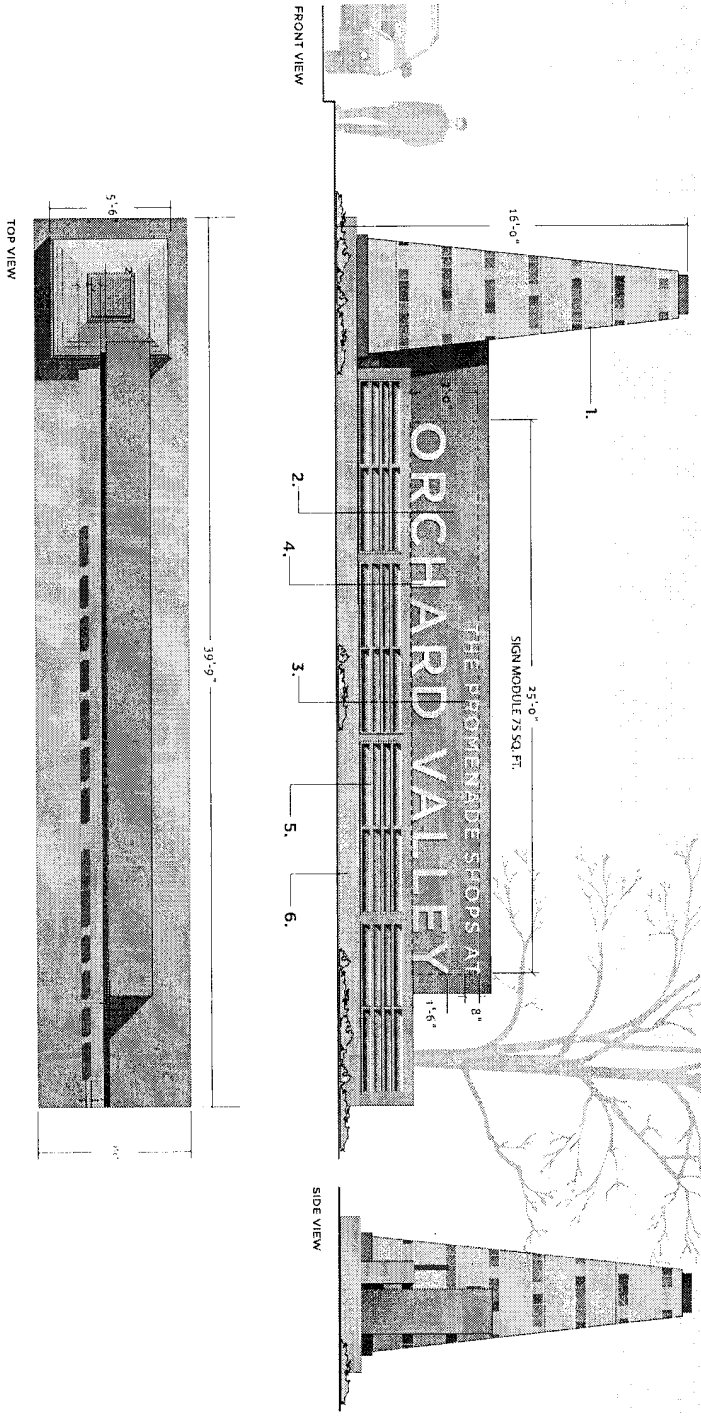
SIGN TYPE CC
 10' x 30' SIGN PANEL 108 SQ. FT.
 (PER CIV SIGN CODE 17.17.0902D)

NOTES

THE PROMINENT SIGNAGE AT ORCHARD VALLEY

FREEMWAY ORIENTED SIGNS

6.05



NOTES

SIGN TYPE A1 (QTY: 1)

1. Conical tower constructed from split faces CMU with colored tile bands.
2. Wall section constructed from CMU with light-textured surface finish.
3. Dimensions and letters allowed flush to wall surface.
4. Dimensional fabricated letters from aluminum, fully enclosed and finished, installed to the top of lowered wall. Letters located in top of wall in front of letters to allow uplight onto letter faces.
5. Lowered wall section fabricated from aluminum and painted. Emphasis installed within to illuminate out from between lowered slabs.
6. Poured-in-place concrete pad.

THE BROWNEADE SHOPS AT
ORCHARD VALLEY

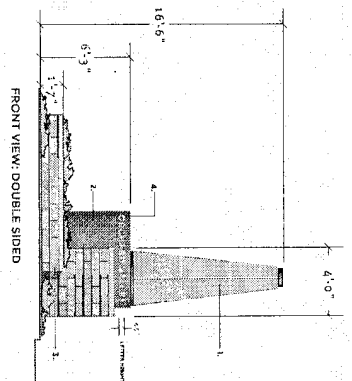
FREESTANDING MONUMENT SIGN

6.06

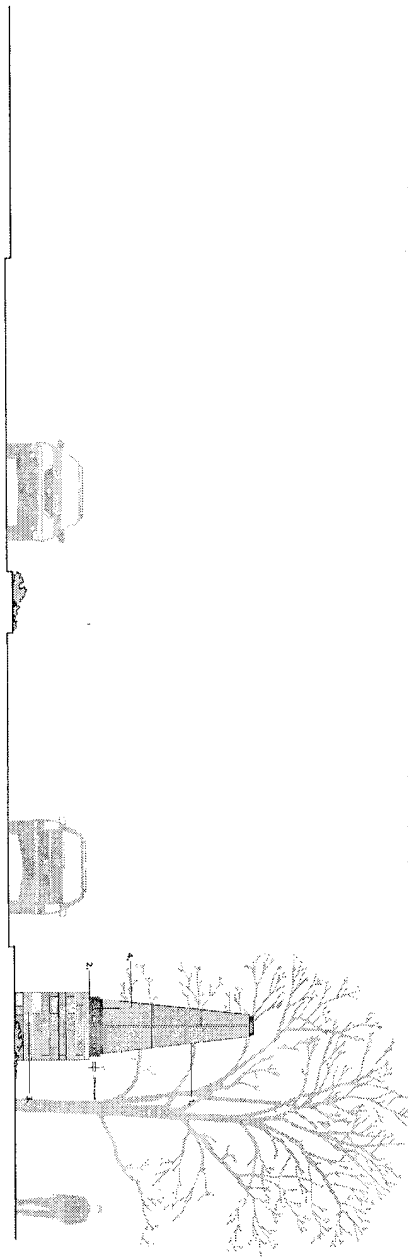
THE PROMENADE SIGNS AT
ORCHARD VALLEY

ENTRY GATEWAY

6.07



FRONT VIEW: DOUBLE SIDED



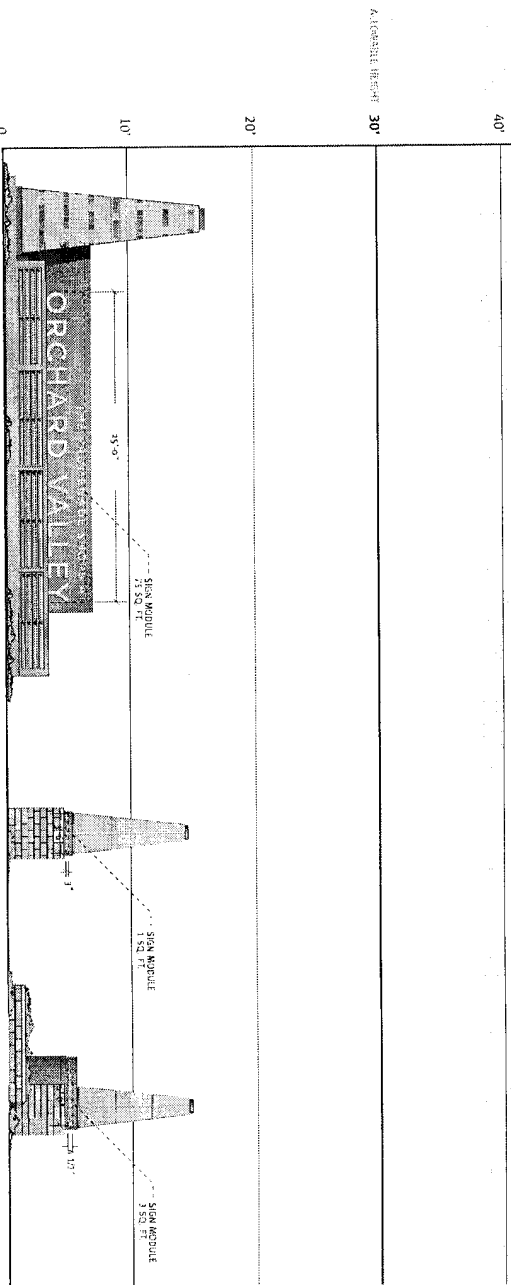
FRONT VIEW: SINGLE SIDE

NOTES

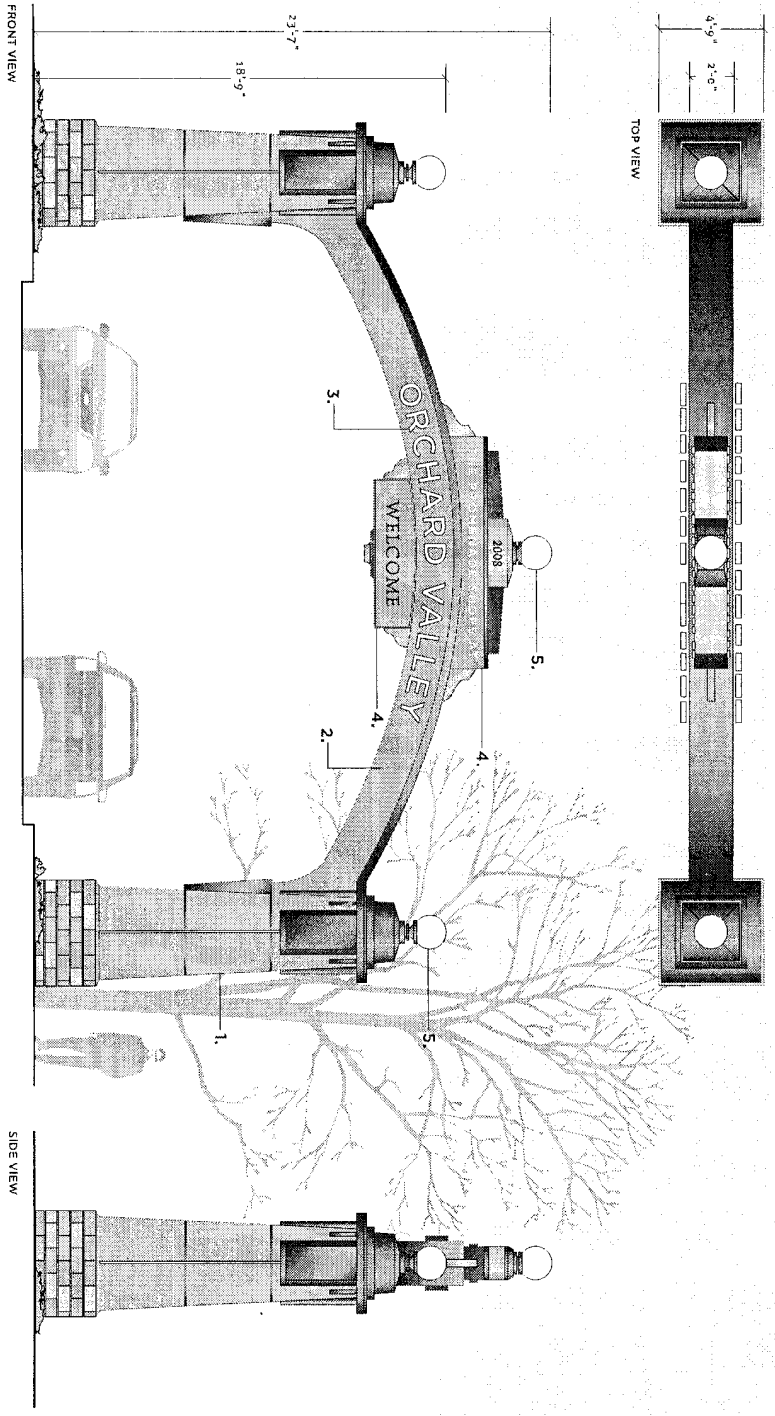
SIGN TYPE N: (QTY: 1)
SIGN TYPE NN: (QTY: 8)

- 1. Conical stone tower with vertical opening (4 sides). Internally illuminated.
- 2. Wall section constructed from CMU with light-textured stucco finish.
- 3. Raised stone planter with stone cap.
- 4. Dimensional fabricated letters from aluminum.

FREESTANDING SIGNS - ALLOWABLE HEIGHTS AND SQUARE FOOTAGE



NOTES



NOTES

SIGN TYPE M: (CITY 2)

- 1. Precast concrete pillar with reveals. Stone base.
- 2. Precast concrete arch span over framed core.
- 3. Dimensional fabricated letters affixed to the front of span. Back-illuminated.
- 4. Dimensional fabricated graphic panels from aluminum, affixed to the top and bottom of span. Routed and pushed-thru letters, backlit.
- 5. Operational light spheres (3).

THE PROVENANCE SHOPS AT
ORCHARD VALLEY

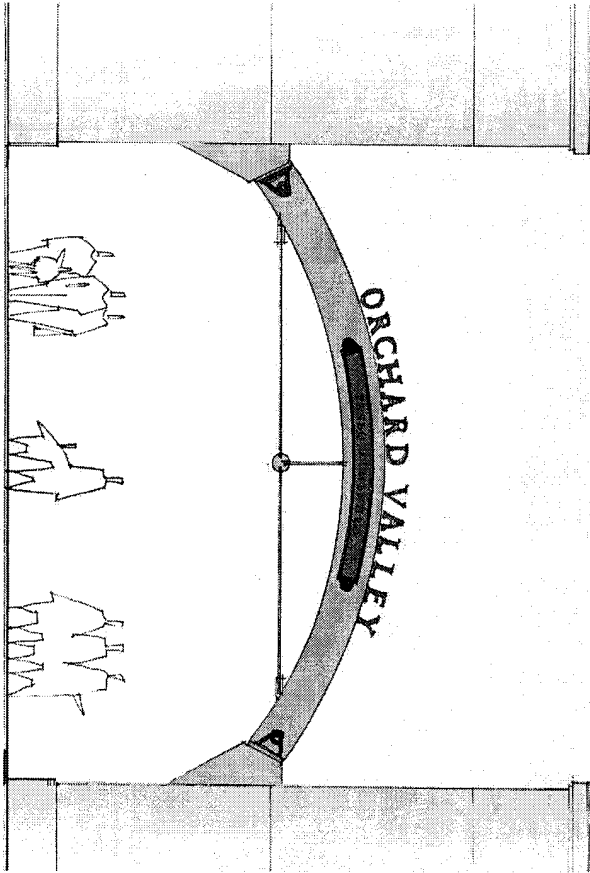
WELCOME ARCHWAY

6.09

THE PROMENADE STOPS AT
ORCHARD VALLEY

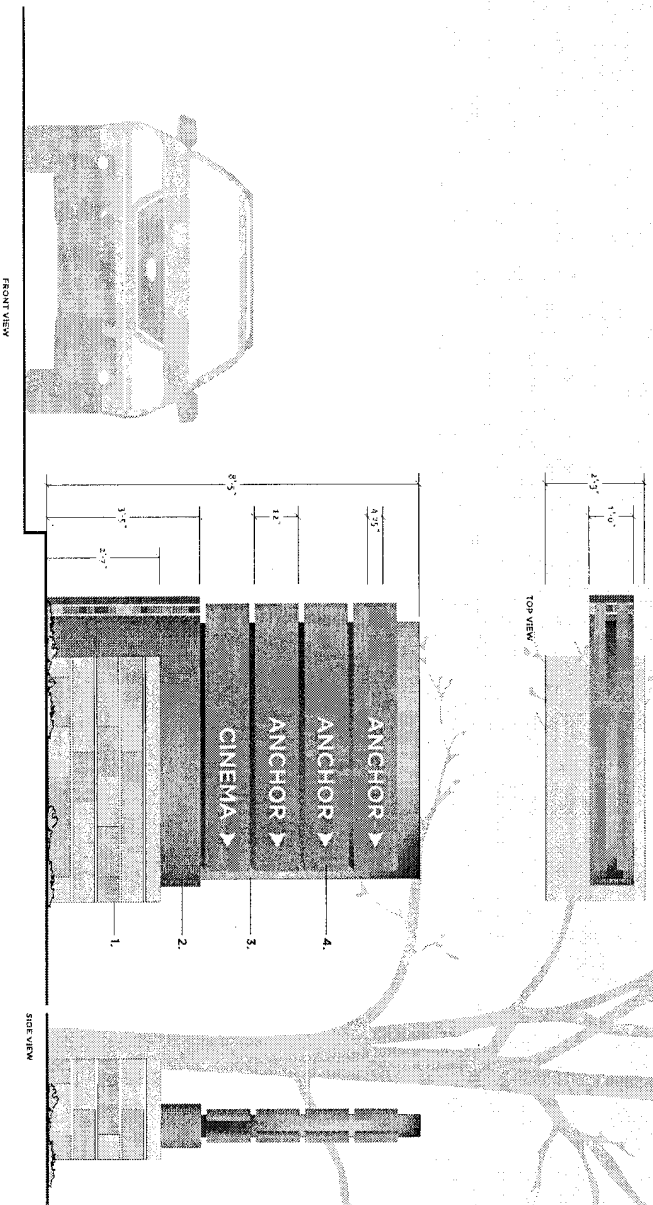
PASEO ARCHWAY

6-10



NOTES

SIGN TYPE H: (QTY: 1)



NOTES

SIGN TYPE E (QTY 9)

1. Stone base and cap.
2. Fabricated aluminum wall section to intersect with stone. Light texture stone finish with accent tile.
3. Fabricated aluminum cabinet. Fully enclosed and finished all sides.
4. 3" deep directional panels fabricated from aluminum, fully enclosed and finished. Text and arrows to be reflective vinyl type.

THE PROMENADE SHOPS AT
ORCHARD VALLEY

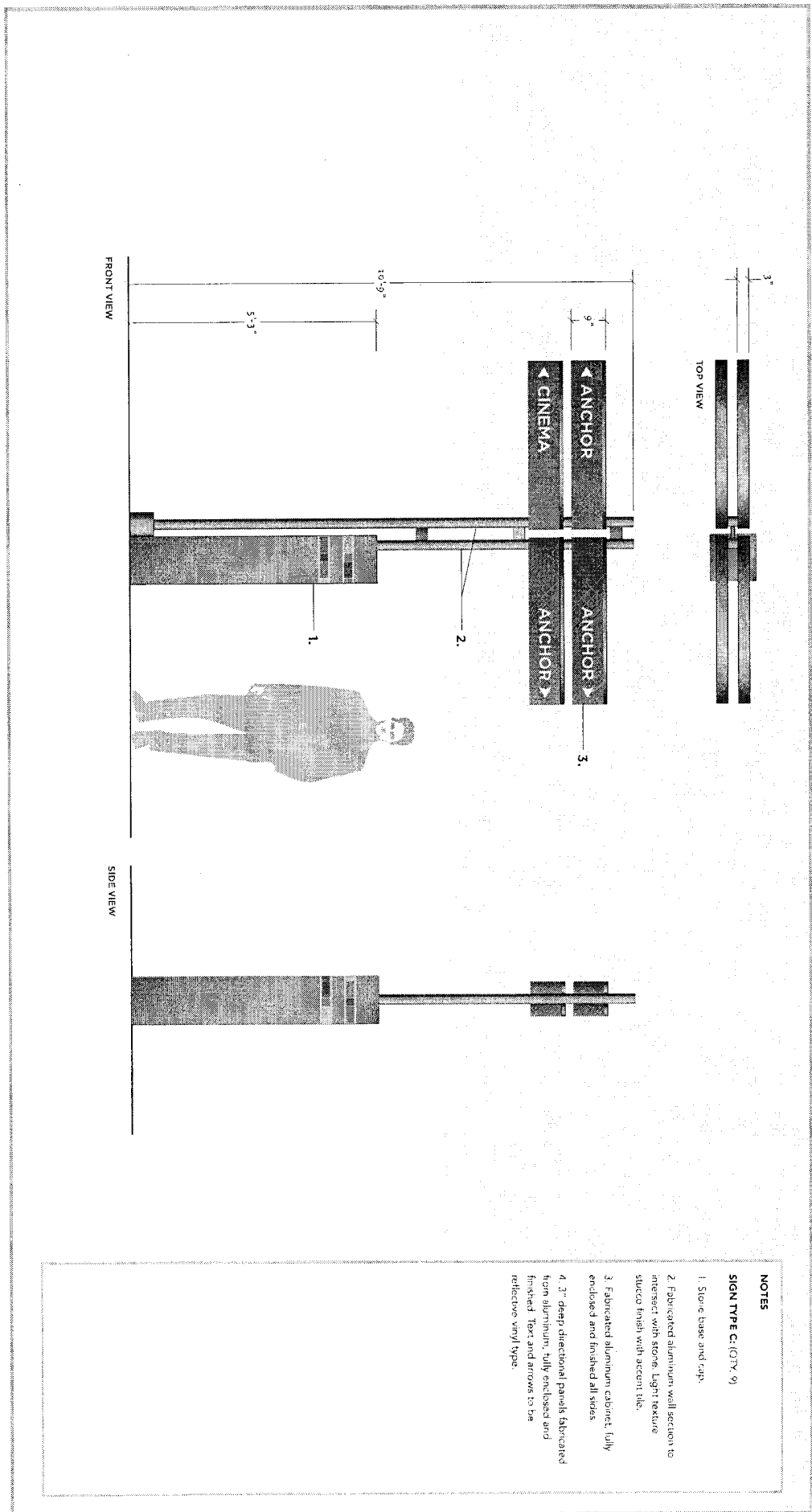
DIRECTIONAL SIGNAGE - VEHICULAR

6-11

THE PROVENANCE SIGNAGE AT
ORCHARD VALLEY

DIRECTIONAL SIGNAGE - PEDESTRIAN

6.12



NOTES

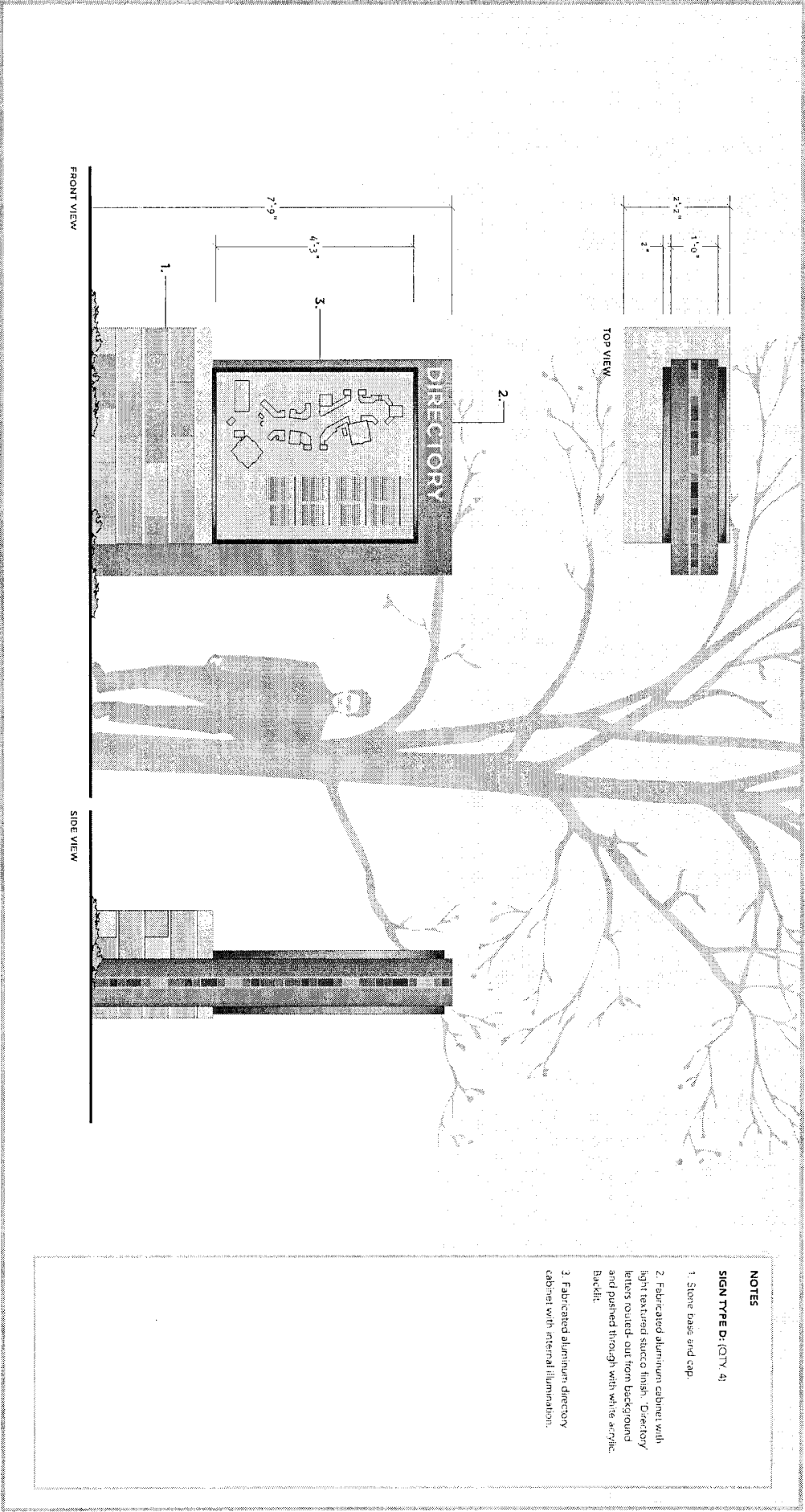
SIGN TYPE C: (DOT 9)

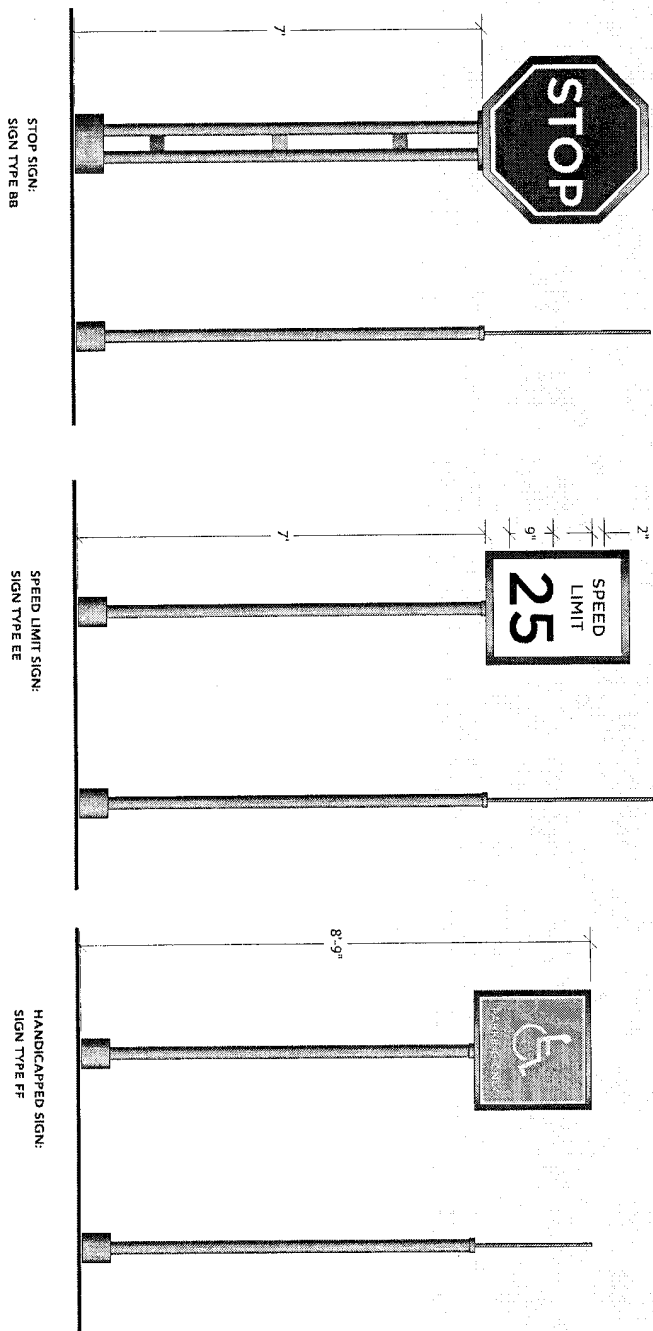
1. Stone base and cap.
2. Fabricated aluminum wall section to intersect with stone. Light texture stucco finish with accent tile.
3. Fabricated aluminum cabinet, fully enclosed and finished all sides.
4. 3" deep directional panels fabricated from aluminum, fully enclosed and finished. Text and arrows to be reflective vinyl type.

THE PROMENADE SHOPS AT
ORCHARD VALLEY

PEDESTRIAN DIRECTORY

613





NOTES

SIGN TYPE BB: (CTY. 50)

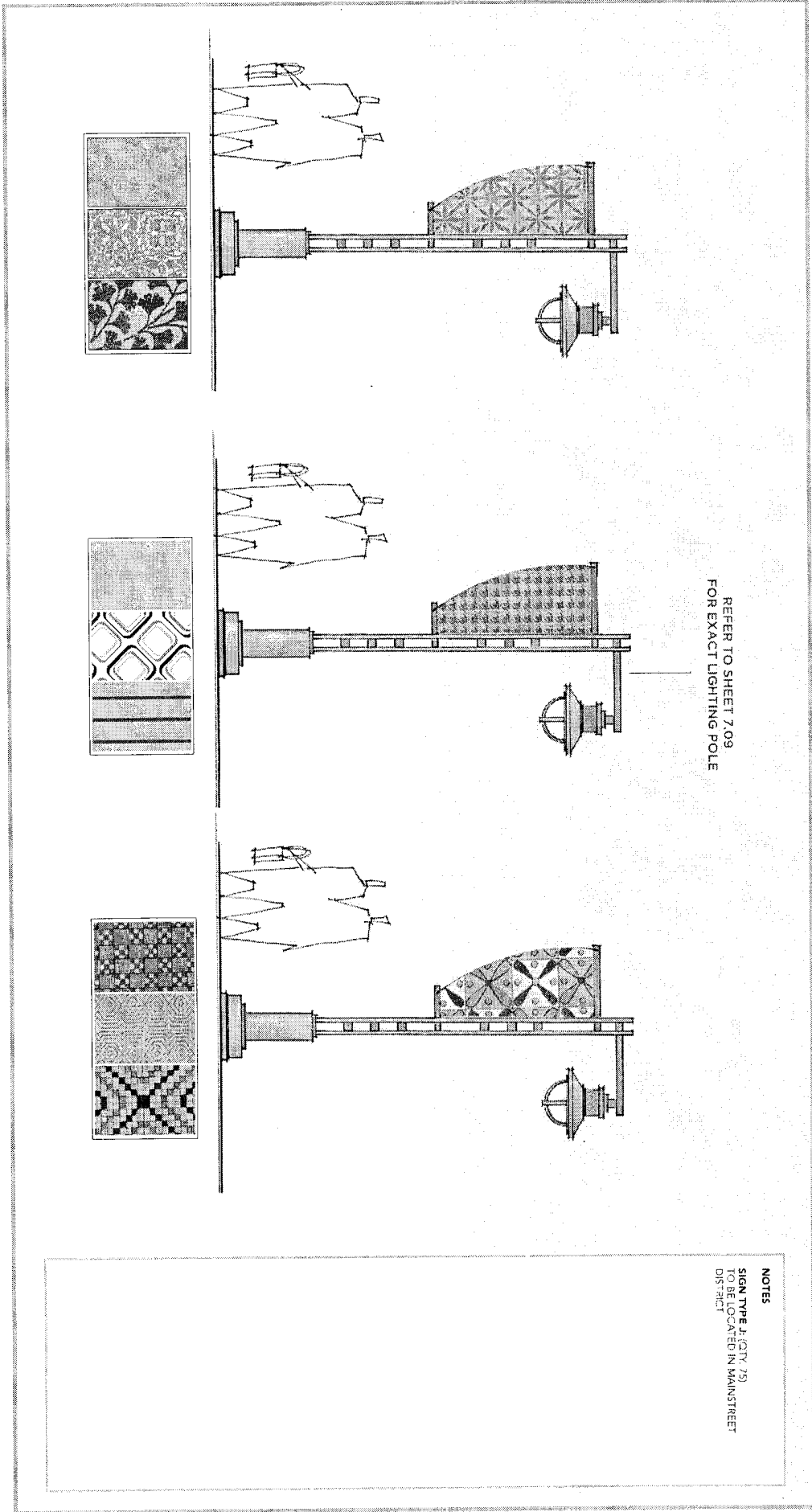
SIGN TYPE EE: (CTY. 15)

SIGN TYPE FF: (CTY. 75)

THE PROMENADE STOPS AT
ORCHARD VALLEY

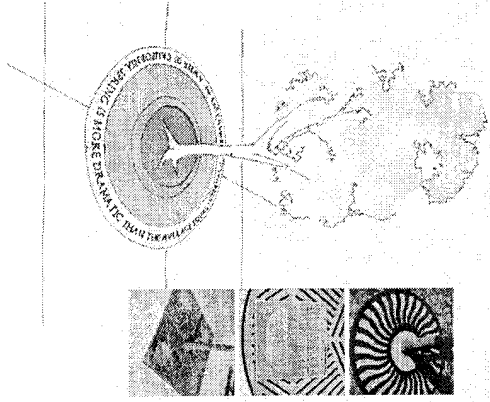
MAIN STREET BANNERS

615



REFER TO SHEET 7.09
 FOR EXACT LIGHTING POLE

NOTES
 SIGN TYPE 4: (CITY 75)
 TO BE LOCATED IN MAIN STREET
 DISTRICT

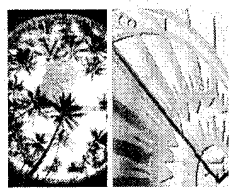
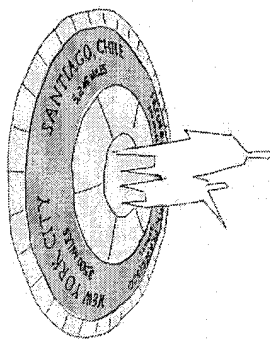


COMMUNITY PRIDE QUOTES

Quotes promoting the beauty and bounty of the Great Central Valley

"The valley of the San Joaquin is the floweriest place of world I ever walked, one vast, level, even flower-bed, a sheet of flowers, a smooth sea, ruffled a little in the middle by the tree fringing of the river and of smaller cross-streams here and there, from the mountains."

- John Muir

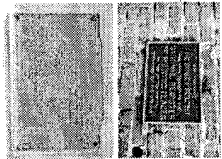
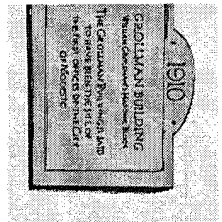


PAVING INSTALLATION

To be located in campanile plaza. Information will include relative distances from Manteca to various locations around the world. This installation will be an interactive and educational activity for guests, and symbolizes the nature of the Central Valley as a center of agricultural exports around the world.

HISTORY PLAQUE CONCEPTS

- Local History, i.e. East Union High School
- Regional Facts, i.e. almond export facts
- Civic Leaders, i.e. city founders



NOTES

COMMUNITY PRIDE QUOTES: TO BE LOCATED IN HIGH PEDESTRIAN MAIN STREET AREAS. TO BE INTEGRATED INTO TREE GRANULES.

HISTORY PLAQUE CONCEPTS: TO BE LOCATED ALONG THE SIDEWALK IN HIGH VISIBILITY, HIGH PEDESTRIAN AREAS. TO BE MOUNTED TO BUILDING.

PAVING INSTALLATION: TO BE LOCATED IN CAMPANILE PLAZA IN COMMON WALKWAY AREA.

THE PROMENADE SHOPS AT
ORCHARD VALLEY

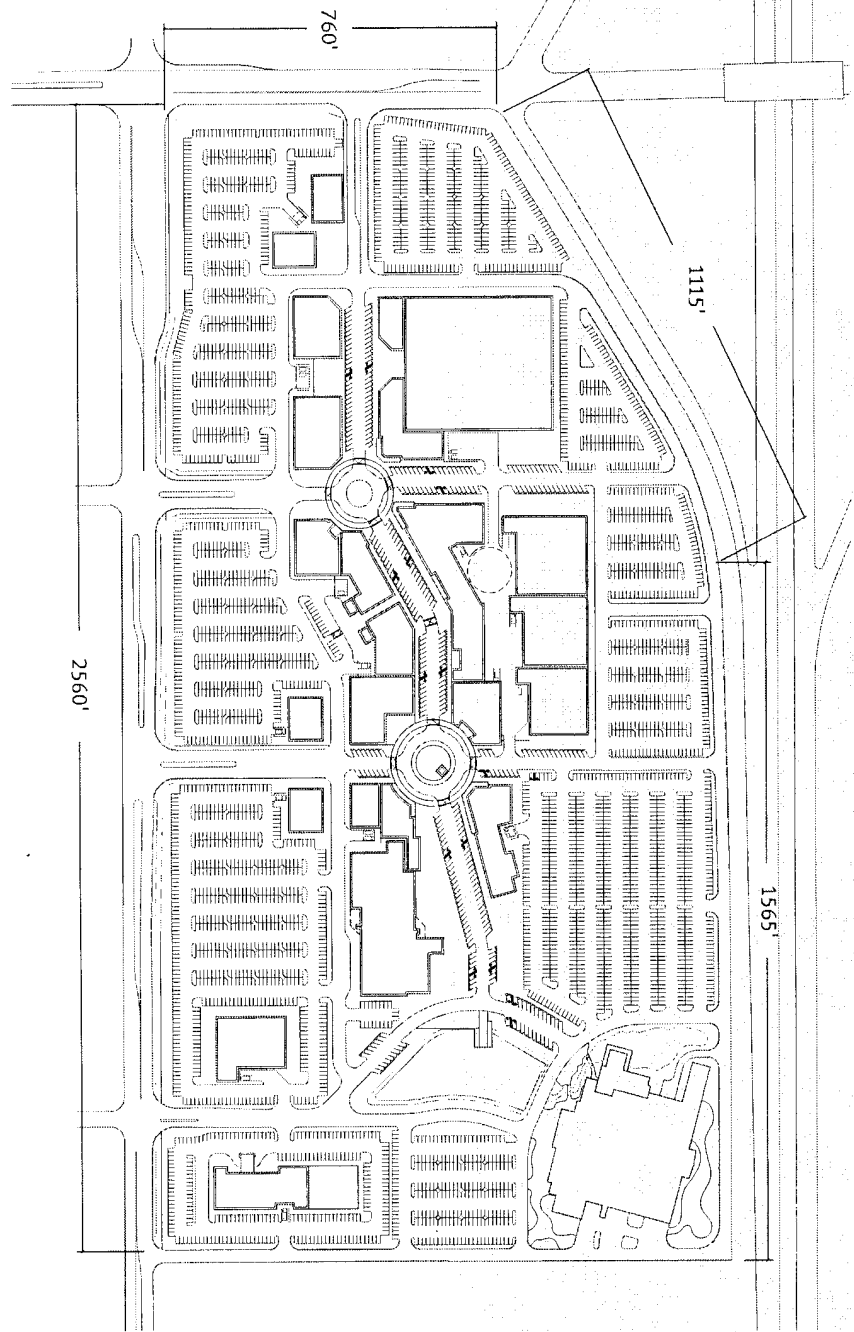
COMMUNITY ORIENTED
SPECIALTY GRAPHICS

6.16

THE PROMINENT SIGNS AT
ORCHARD VALLEY

PROJECT STREET FRONTAGE

617



NOTES

PER CITY SIGN CODE 17.17.090 A
 6000' TOTAL STREET FRONTAGE
 6000' x .3 = 18,000'
 75% OF 18,000' = 13,500'
 13,500 SQ. FT. OF ALLOWABLE
 SIGNAGE



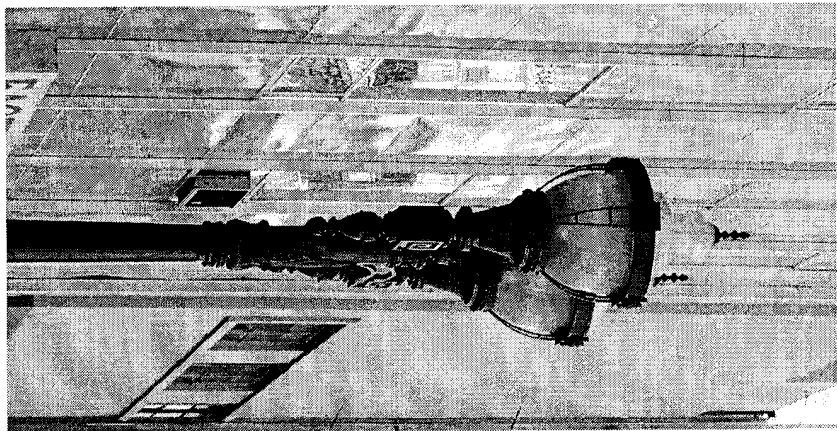
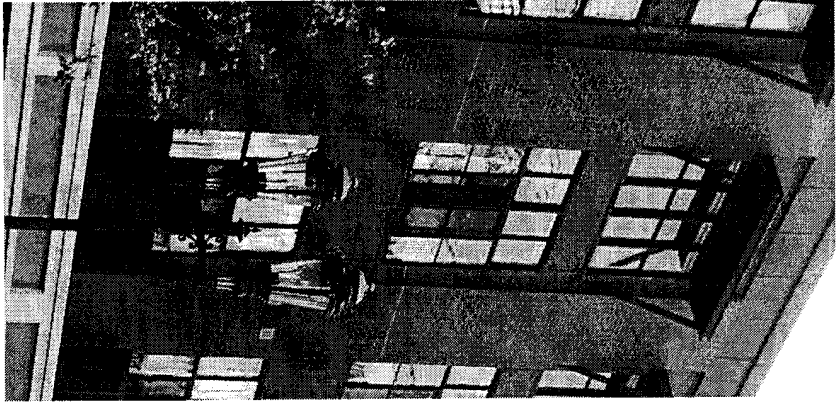
SECTION 7

LIGHTING DESIGN

JK Design Group

THE PROMENADE SHOPS AT
ORCHARD VALLEY

7.00



SECTION 7 – LIGHTING DESIGN

The Promenade Shops at Orchard Valley will be unified by creative lighting of consistently high quality. The "main street" will emphasize pedestrian level, intimate lighting, bringing down the scale to a level appropriate for the pedestrian activity within. In the parking lots, lighting will be maintained in a manner that will promote safety by eliminating dark corners and light overspill. Accent lighting will be used to highlight focal areas such as community activity zones, and to establish rhythms along pedestrian and vehicular axes.

ORCHARD VALLEY

THE PROMENADE SHOPS AT

CONCEPTS — LIGHTING DESIGN

7.01

LIGHTING DRAWING INDEX

NUMBER	DRAWING TITLE	DATE	REVISION
101	COVER SHEET	12-15-06	1-4-07
102	SITE LIGHTING PLAN	12-15-06	1-4-07
103	SITE LIGHTING DET PLAN	12-15-06	1-4-07
104	SITE LIGHTING PHOTO-METRICS - NW QUADRANT	12-15-06	1-4-07
105	SITE LIGHTING PHOTO-METRICS - NE QUADRANT	12-15-06	1-4-07
106	SITE LIGHTING PHOTO-METRICS - SW QUADRANT	12-15-06	1-4-07
107	SITE LIGHTING PHOTO-METRICS - SE QUADRANT	12-15-06	1-4-07
108	LIGHTING FIXTURE CATALOG CUT SHEETS	12-15-06	1-4-07
109	LIGHTING FIXTURE CATALOG CUT SHEETS	12-15-06	1-4-07
110	LIGHTING DETAILS	12-15-06	1-4-07

PARKING FIELD STATISTICAL SUMMARY

PROJECT: BETA LIGHTING PROJECT						
LABEL	AVG	MAX	MIN	AVG/MIN	MAX/MIN	
CALUMPS	225	610	04	575	1000	

PEDESTRIAN AREA STATISTICAL SUMMARY

PROJECT: BETA LIGHTING PROJECT						
LABEL	AVG	MAX	MIN	AVG/MIN	MAX/MIN	
CALUMPS	241	61	00	NA	NA	

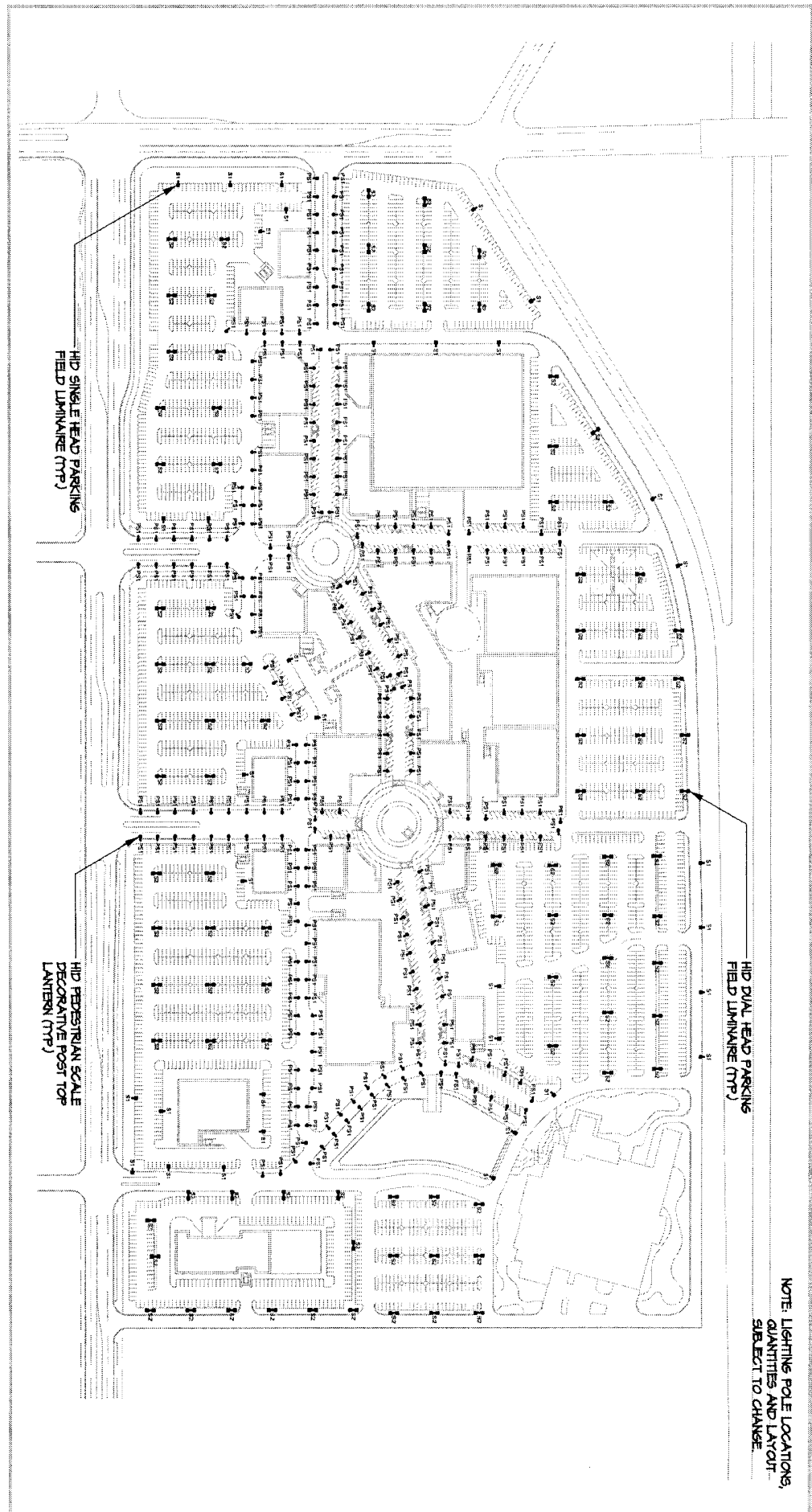
FIXTURE SCHEDULE

SYMBOL	FIXTURE TYPE	MANUFACTURER	CATALOG NUMBER	DESCRIPTION	MOUNTING TYPE	VOLTS	LAMP TYPE	NO. OF LAMPS	COLOR	ACCESSORIES	GENERAL LOCATION	REMARKS
I-1	SI	BETAMANNEN LIGHTING	BVA-1723-1175-2P-500PH1	NO SHIELD 150W PARKING FIELD LUMINAIRE	POLE	277VAC0	H80/CA/1P5	1	TBD	PARABOLIC (27'-0" POLE)	PARKING FIELDS	-
II-1	S3	BETAMANNEN LIGHTING	BVA-1723-1175-2P-500PH1	NO DIM. 150W PARKING FIELD LUMINAIRE	POLE	277VAC0	H80/CA/1P5	2	TBD	PARABOLIC (27'-0" POLE)	PARKING FIELDS	-
III-1	PH1	BELCON PRODUCTS	AL1866-1865-500H-271	NO DECORATIVE LUMENI	POST TOP	277	H80/CA/1P5/ALTO	1	TBD	SHAWL ARM MEDIO AFFINI POLE	PEDESTRIAN AREA	-



LIGHTING SCHEDULES, TABLES,
AND INDEX

THE PROMENADE SHOPPING CENTER
ORCHARD VALLEY
 SITE LIGHTING PLAN
 7.03

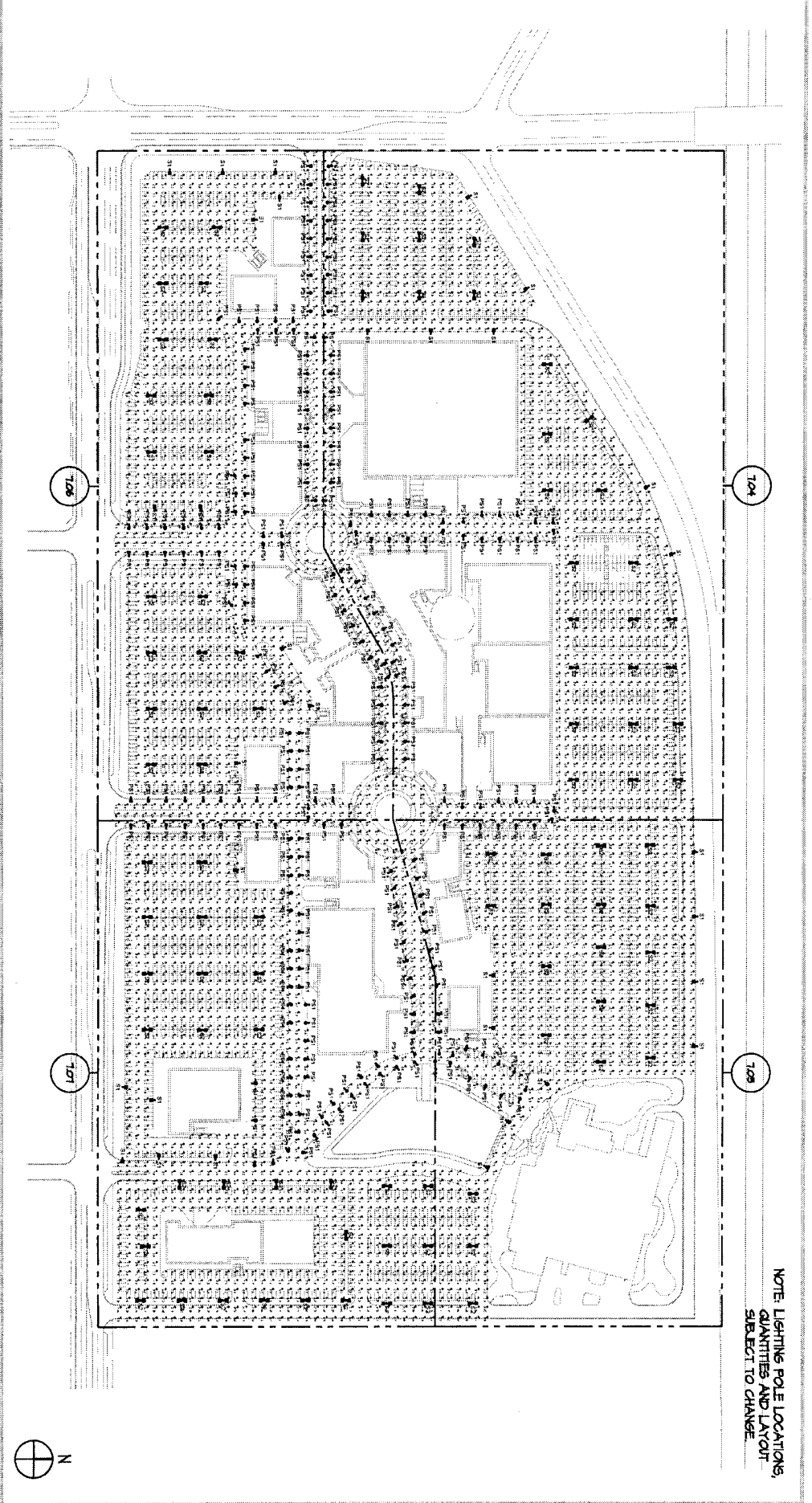


NOTE: LIGHTING POLE LOCATIONS, QUANTITIES AND LAYOUT SUBJECT TO CHANGE.

THE PROMENADE SHOPS AT
ORCHARD VALLEY

SITE LIGHTING KEY PLAN

7.04

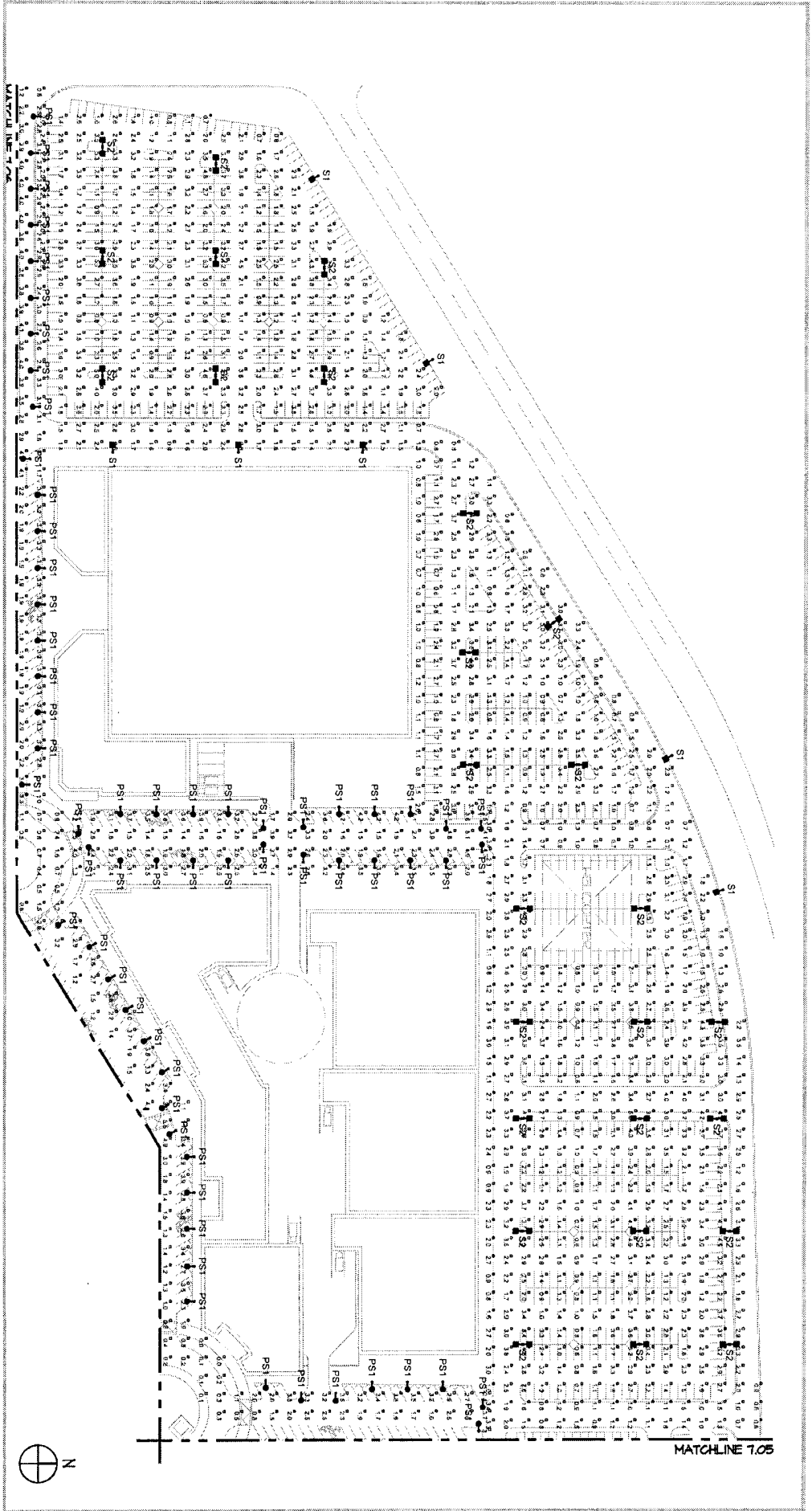


ORCHARD VALLEY

THE PROPOSED SHOPS AT

SITE PLAN PHOTOMETRICS, NW QUADRANT

7.05

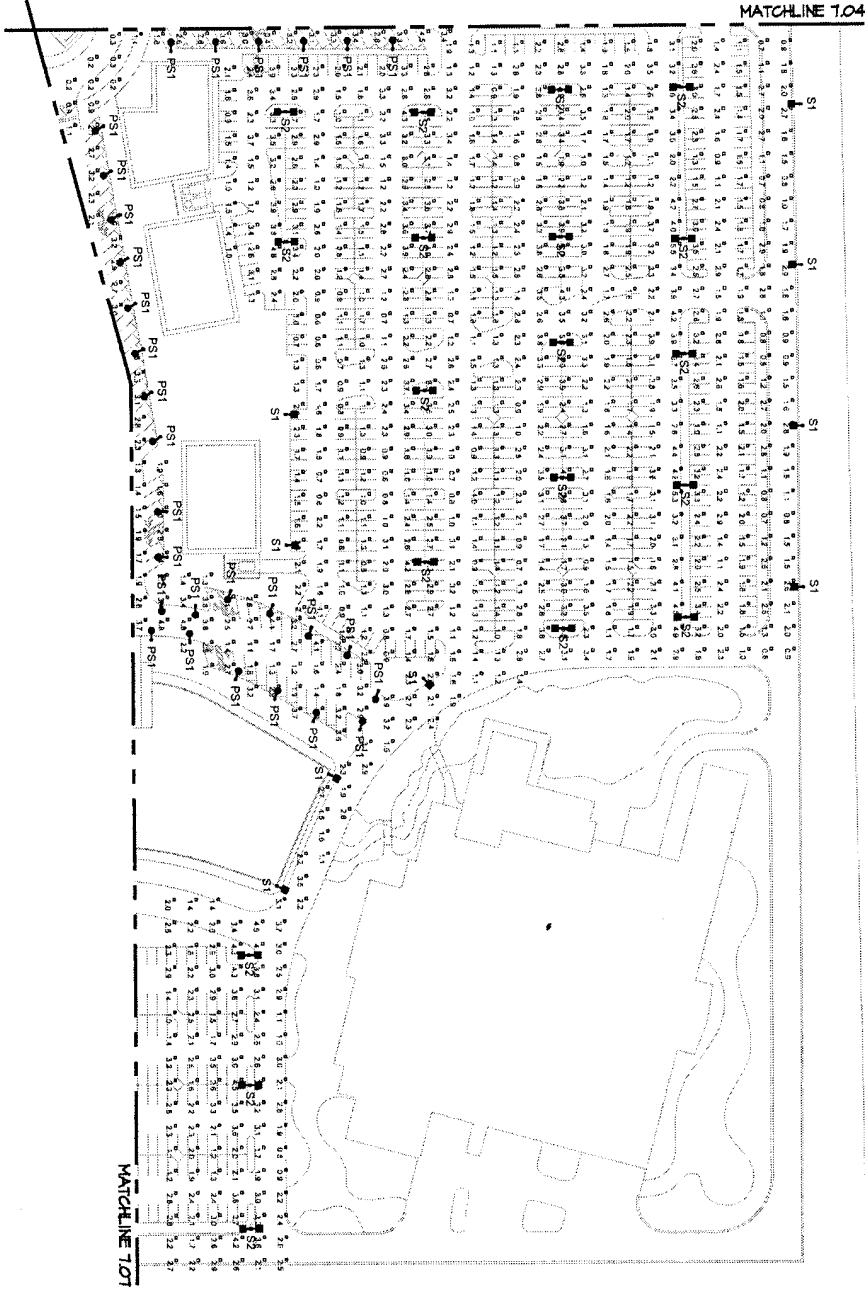


ORCHARD VALLEY

THE PROMENADE SHOPS

SITE PLAN PHOTOMETRICS, NE QUADRANT

7.06

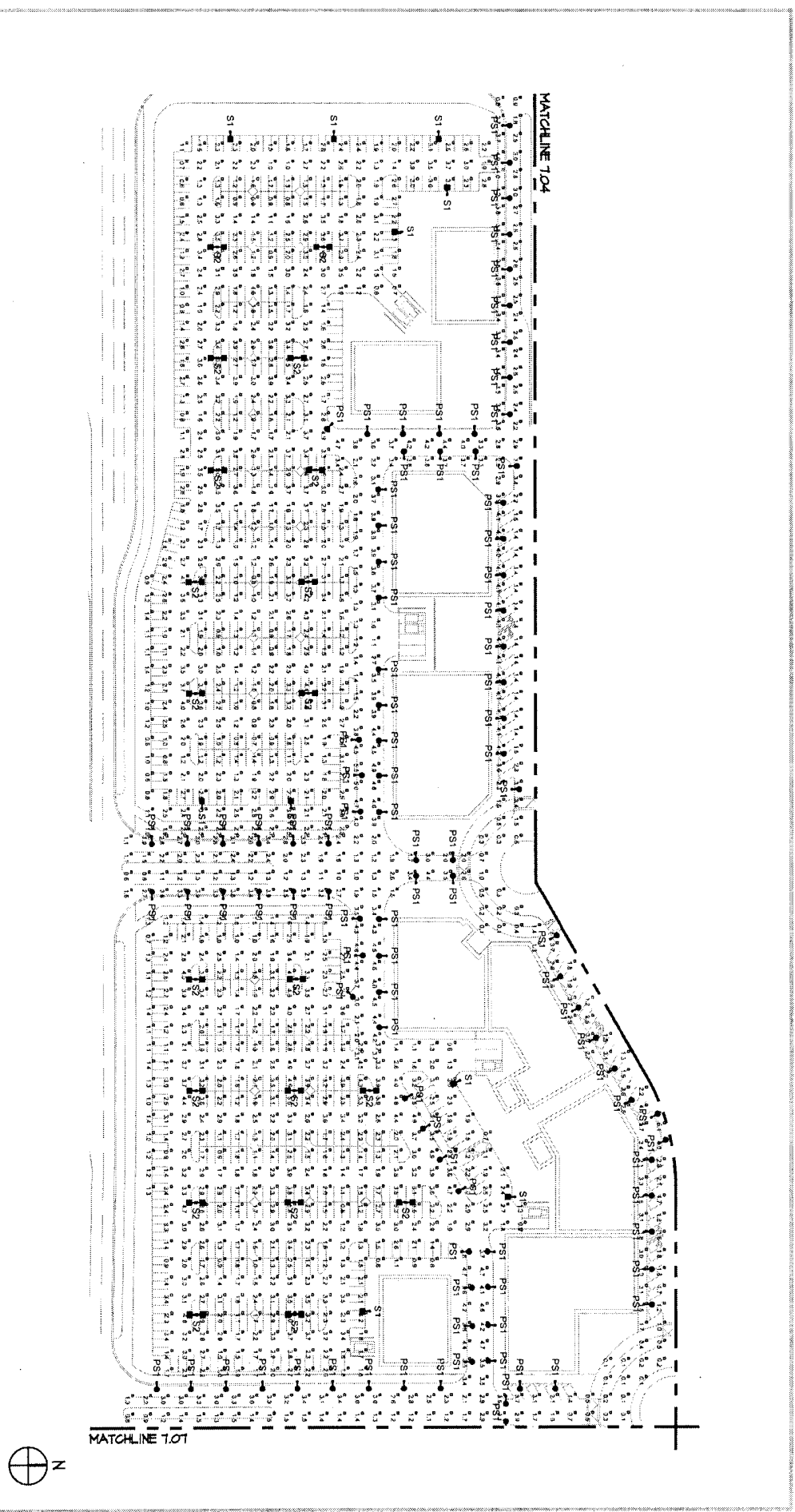


ORCHARD VALLEY

THE PROMENADE SHOPS AT

SITE PLAN PHOTOMETRICS, SW QUADRANT

7.07

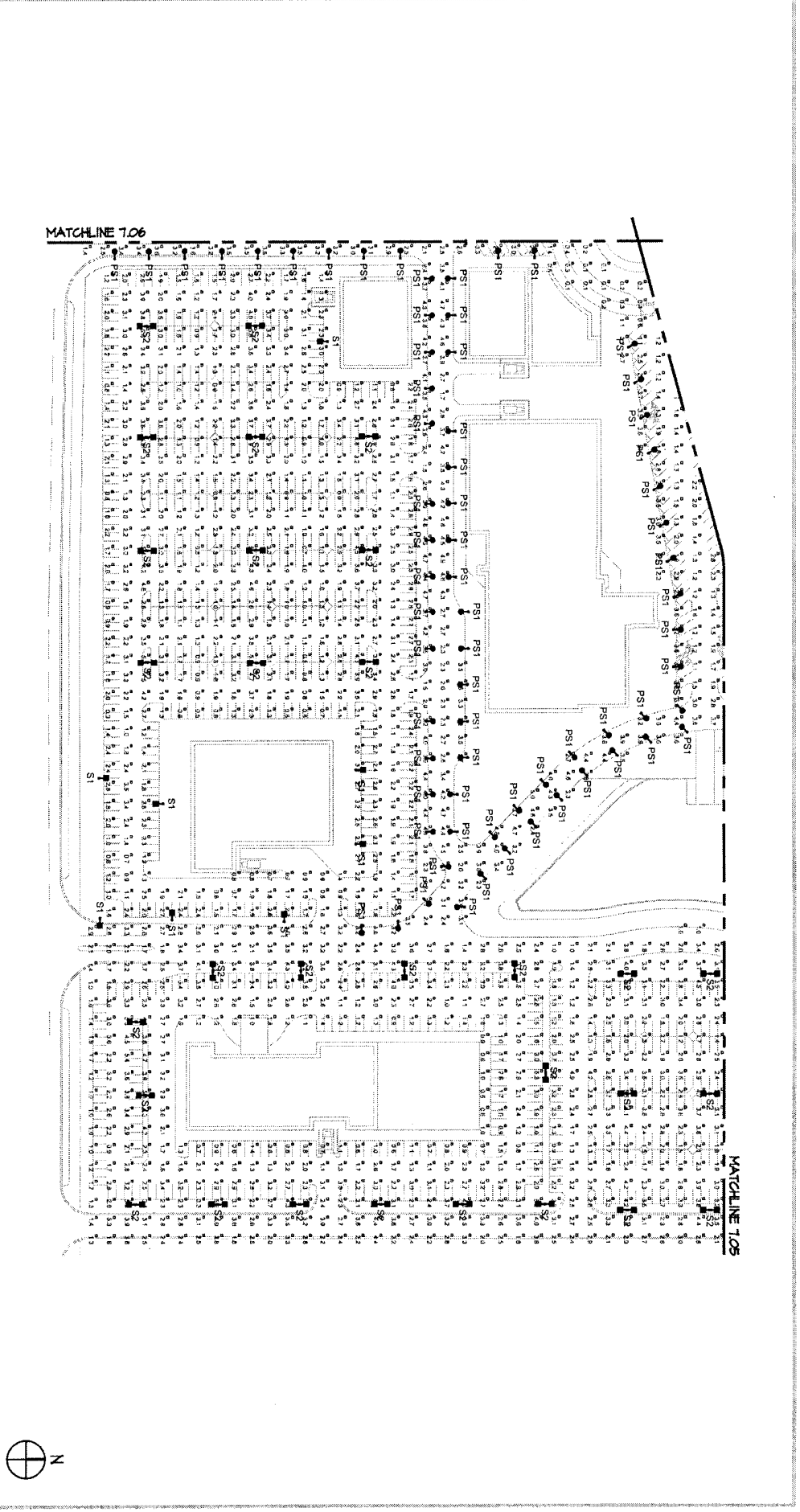


ORCHARD VALLEY

THE PROMENADE SHOPS AT

SITE PLAN PHOTOMETRICS, SE QUADRANT

7.08



THE PROMENADE SHOP AT
ORCHARD VALLEY

LIGHTING DETAILS

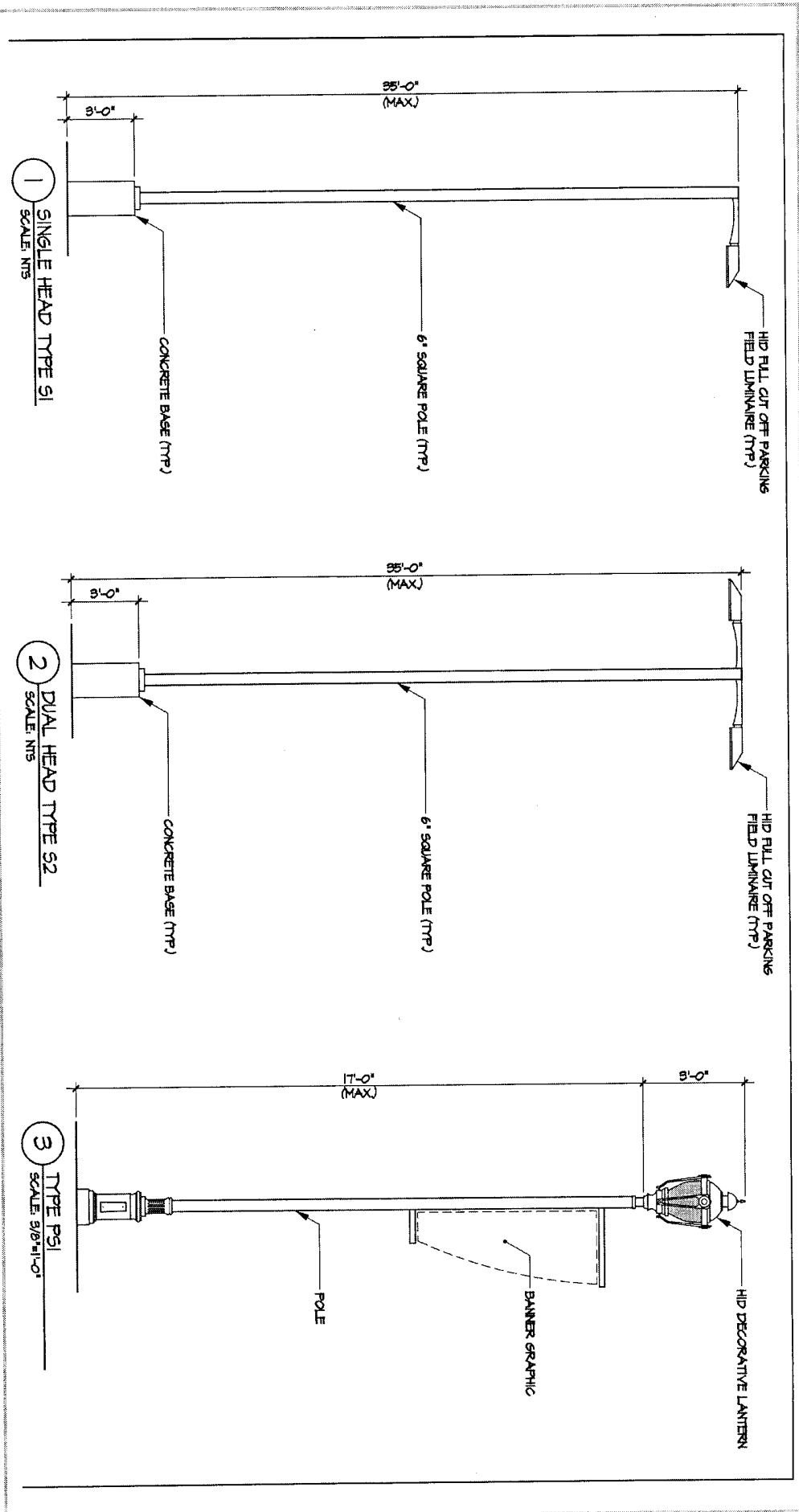


EXHIBIT G

FORM OF PARKING LEASE INCLUDING
LEGAL DESCRIPTION OF PARKING AREAS TO BE LEASED

PARKING LEASE

THIS PARKING LEASE (this "Lease"), is dated as of April 2, 2007, and is entered into by and between MANTECA LIFESTYLE CENTER, LLC, a Delaware limited liability company (the "Landlord"), as lessor, and the CITY OF MANTECA, a municipal corporation and a political subdivision of the State of California (the "City"), as lessee.

RECITALS

WHEREAS, Landlord is the fee owner of that certain real property located in Manteca, California (the "Leased Premises") described on Exhibit A which consists of parking areas. Landlord intends to operate a lifestyle shopping center on adjacent property, as generally depicted on Exhibit B (the "Project"); and

WHEREAS, City has need for public parking, staging areas in the case of emergency or local, regional or national disaster situations, City sponsored recreational activities and a Park-and-Ride Facility (as defined herein);

WHEREAS, City further wants to accommodate and encourage commerce in the City; and

WHEREAS, Landlord desires to lease to City and City desires to lease the Leased Premises from Landlord on the terms hereinafter set forth, including a rental rate that the City has determined represents a fair market rental rate for the Leased Premises ;

NOW, THEREFORE, for good and adequate consideration, the sufficiency of which is hereby acknowledged, it is hereby mutually agreed as follows:

SECTION 1. Lease of Property. Landlord leases to City and City leases from Landlord the Leased Premises for the Term and upon the covenants, agreements, and conditions set forth herein. The City will lease the parking areas as shown in Exhibit B. There will be not less than one thousand nine hundred twenty-two (1,922) parking spaces within the parking areas.

SECTION 2. Term and Effective Date. The term of this Lease shall commence on the Effective Date (as hereinafter defined) and shall end on the thirty-fifth (35th) anniversary thereof (the "Term"). The term "Effective Date" shall mean the first day of the first fiscal quarter beginning after the parking spaces on the Leased Premises are constructed and the City has legal access to said spaces for the stated uses. From the time the first Certificate of Occupancy has been issued for the Project until the Effective Date has occurred, Landlord shall provide City with a monthly written description of the amount and uses of leasable space generating State sales tax that has been leased.

For purposes of this Lease, a fiscal year shall be the period from July 1 of one calendar year through June 30 of the subsequent calendar year. (Consequently, fiscal quarters shall begin on July 1, October 1, January 1 and April 1.)

In the event the parking area constituting the Leased premises (and access thereto) have not been constructed and completed by July 1, 2010, City may terminate this Lease by providing written notice to Landlord.

In the event a Bass Pro store is not constructed within the Project, City may terminate this Lease by providing written notice to Landlord.

SECTION 3. Rent Schedule and Rent Payments.

- (a) A Scheduled Annual Rent Payment schedule is attached hereto as Exhibit C.
- (b) City shall pay to the Landlord, as rent hereunder, annual lease payments in an amount equal to fifty-five percent (55%) of the previous fiscal year's actual local sales tax under Chapter 3.08 (Sections 3.08.010 et seq.) of the Manteca Municipal Code generated from the taxable sales of the Project's operation as reported to the California State Board of Equalization, and actually received by City (regardless of the form of payment) from the State of California (the "Payment Cap"). Payments are payable by September 1 of each year beginning the first September after the Effective Date. Rental payments shall be made by City from any source of legally available funds.
- (c) If Landlord's operation of the Project generates taxable sales from the Project such that the Payment Cap for such fiscal year is less than the rent payment amount for that fiscal year indicated in Exhibit C (the "Scheduled Annual Rent Payment"), then the difference between the Payment Cap and the Scheduled Annual Rent Payment (such amount, the "Shortfall") for that fiscal year will accrue without interest and shall become due the following fiscal year, in addition to the Scheduled Annual Rent Payment for such following fiscal year. Shortfalls (including sums that accrue and are due the following fiscal year under the previous sentence, but are not paid when so due) will continue to accrue in this manner, carrying over to subsequent fiscal years, until (i) it is paid or (ii) the conclusion of the Term, at which time the Shortfall shall be forgiven. In no event shall City be obligated to make any payment under this Section 3 for a fiscal year in excess of the Payment Cap applicable to that fiscal year.
- (d) If Landlord's operation of the Project generates taxable sales from the Project such that 55% of the local sales tax received by the City therefrom is greater than the Scheduled Annual Rent Payment, then the amount of City's payment in excess of such year's Scheduled Rent Payment will apply first to any previous Shortfalls and then to Scheduled Annual Rent Payment for the following fiscal year. Payments in excess of the Scheduled Annual Rent Payment shall continue to be credited against the Scheduled Annual Rent Payment amount in subsequent fiscal years until the thirty-five (35) year term of the Lease has expired or the total amount of City's lease payments to Developer reaches the total of Scheduled Annual Rent Payments indicated on Exhibit C, whichever is sooner. Under no condition shall the City be obligated to make lease payments which in the aggregate exceed the total of the Scheduled Annual Rent Payments.
- (e) City may, at its sole and absolute discretion and when no Shortfall is outstanding, prepay any Scheduled Annual Rent Payment provided that prepayments shall be applied to the Scheduled Annual Rent Payments in Exhibit C in reverse order of their due dates (i.e., payments will be applied first to the last Scheduled Annual Rent Payment, then to the next to last Scheduled Annual Rent Payment, and so on).

SECTION 4. Permitted Uses. Uses permitted at the Leased Premises shall include public and special event parking (subject to Section 5(b)), staging areas in the case of emergency (including local, regional or national disaster situations), the City sponsored recreational activities and a Park-and-Ride Facility. City sponsored recreational activities must be consented to by Landlord, and Landlord shall not unreasonably withhold, condition or delay such consent.

Landlord represents that it has not entered into or approved (and covenants that it will not enter into or approve) any "conditions, covenants and/or restrictions (CC&R's)" that would restrict the City's or public's use of the Leased Premises. Landlord hereby represents and warrants that neither Landlord nor any of its members, officers, managers or employees know of any such CC&R's that currently affect or purport to affect the Leased Premises.

SECTION 5. Costs and Revenues; Landlord Special Events

(a) **Costs.** Landlord shall pay all costs of acquisition, construction, equipping, installation, furnishing and operation of the Leased Premises, and all financing costs, except that City shall be responsible for all costs associated with the construction and maintenance of improvements and fixtures required for the Park-and-Ride Facility (as shown on Exhibit B) and for its operations. All construction shall be done in compliance with applicable law. Landlord and City will meet and confer in good faith after the execution of this Lease to finalize the timing of the construction of the Park-and-Ride Facility.

(b) **Revenue.** The Landlord may charge for special event parking and shall receive in return one hundred percent (100%) of the revenue generated by such use of the Leased Premises; provided, however, that there shall be no more than one special event per month and not more than six special events per calendar year. Before each special event the Landlord shall first obtain an appropriate permit from the City which City (in its proprietary capacity as the lessee under this Lease) agrees to not unreasonably withhold, condition or delay. Each special event shall be for not more than seven (7) days and shall not interfere with the operations of the Park-and-Ride Facility.

(c) **Maintenance, Utilities, Taxes and Assessments.** Except for City improvements in the Park-and-Ride area, during the Term, all maintenance and repair, whether or not ordinary, of the Leased Premises shall be the sole responsibility of Landlord, which shall at all times maintain and repair or otherwise arrange for the maintenance and repair of the Leased Premises in good condition, and Landlord shall pay for or otherwise arrange for the payment of all utility services supplied to the Leased Premises. In addition, Landlord shall pay for or otherwise arrange for the payment of the premiums for all insurance policies required to be maintained with respect to the Leased Premises as set forth in Section 7 hereof. Landlord shall not be responsible for the costs of repair due to the willful misconduct or gross negligence of City, and City shall be obligated to repair, at its cost, any damage stemming from such willful misconduct or gross negligence.

Landlord shall also pay all taxes and assessments of any type or nature assessed or levied by any governmental agency or entity having power to levy taxes or assessments affecting or relating to the Leased Premises or the respective interests or estates therein.

If the Landlord fails to cure a default by Landlord under this clause (c) within thirty (30) days after written notice from City, City may cure the default and deduct all associated costs, with annualized interest at the rate of eight percent (8%), from the next rent payments due (in addition to its other rights and remedies).

SECTION 6. Improvements. City may install park-and-ride improvements and fixtures in the Park-and-Ride area shown on Exhibit B (such area, the Park-and-Ride Facility). Landlord may not materially alter the Leased Premises (including the Park-and-Ride Facility, and any improvement and fixtures therein), as shown on Exhibit B, without the City's prior written consent given in its proprietary capacity under this Lease, which will not be unreasonably withheld, conditioned or delayed.

SECTION 7. Assignment and Subletting. City shall not assign its rights under this Lease, but City may engage others to operate the Park-and-Ride Facility and sublease the Park-and-Ride Facility to another public entity for the operation of such facility. Landlord shall have the right to freely and completely assign its rights and obligations under this Lease upon prior written notice to City.

SECTION 8. Right of Entry. City shall have the right to enter and inspect the Leased Premises at any time.

SECTION 9. Insurance. The Landlord shall carry commercially reasonable liability and property insurance in an amount of not less than \$1 million per incident and \$10 million cumulative, naming the City and its elective or appointed boards, councilmembers, officers, employees and agents as additional insureds and including the insurers waiver of subrogation rights. The policy may not be modified or cancelled without having first provided City with not less than thirty (30) calendar days written notice. Should standards for commercially reasonable liability and property insurance change during the term of this Lease, City may require Landlord to provide insurance in the amounts then commercially reasonable, as determined in good faith by the City.

Landlord shall deliver evidence of such insurance to City concurrently with its execution and delivery of this Lease, and from time to time thereafter within ten (10) business days after written notice from City or City may terminate this Lease.

City shall facilitate the provision of insurance naming Landlord as an additional insured for the Park-and-Ride Facility under the coverage normally provided by the California Department of Transportation. Should City engage another public entity to operate the Park-and-Ride Facility, City shall require such entity to provide insurance naming Landlord as an additional insured under the coverage normally provided by the California Department of Transportation for such operation.

SECTION 10. Surrender. City agrees, upon the expiration or earlier termination of this Lease, to quit and surrender the Leased Premises to Landlord.

SECTION 11. Default. In the event the City shall be in default in the performance of any obligation on its part to be performed under the terms of this Lease, and default continues for sixty (60) days following notice and demand for correction thereof to the City, Landlord may exercise any and all remedies granted by law, including but not limited to damages.

SECTION 12. Quiet Enjoyment. The parties hereto mutually covenant that the City, so long as it keeps and performs agreements and covenants herein contained, and is not in default hereunder, shall at all times during the Term of this Lease, subject to the provisions of Section 4 hereof, peaceably and quietly have, hold and enjoy the Leased Premises without suit, trouble or hindrance from Landlord or any person or entity claiming rights or interests in or with respect to the Leased Premises received from Landlord or from any of Landlord's predecessors-in-interest.

SECTION 13. Waivers of Personal Liability. All liabilities under this Lease on the part of Landlord are solely liabilities of Landlord, and City hereby releases each and every member, officer, agent and employee of Landlord of and from any personal or individual liability under this Lease.

All liabilities under this Lease on the part of City are solely liabilities of City, and Landlord hereby releases each and every member, officer, agent and employee of City of and from any personal or individual liability under this Lease. However, nothing herein is intended to, or shall be interpreted to, constitute a waiver of any governmental tort claim immunities or governmental rights.

SECTION 14. Indemnification. Landlord shall assume the defense of, indemnify and save harmless City, each and every member, officer, agent and employee of City (the "Indemnified Parties") from and against any and all liabilities, and any actions, damages, claims, losses, costs and expenses of every and any type and description to which they may be subjected or put, by reason of, or resulting from the breach of any provision of this Lease by Landlord, or Landlord's agent's or contractor's violations of law, or negligent design, engineering and/or construction of any structure on the Leased Premises, the Landlord's non-payment under contracts between Landlord and its consultants, engineers, advisors, contractors, subcontractors and suppliers in the construction of any structure upon the Leased Premises, or any other claims of persons employed by Landlord or its agents to construct any structure upon the Leased Premises.

In the event that Landlord (or its assignees or successors) defaults under this Section 14 and fails to cure the default within thirty (30) days after written notice from City, then City may terminate this Lease by written notice to Landlord; however, prior to such termination, and without waiving its right to terminate (which shall be an ongoing right), City may offset against the rent and any other sums due from City to Landlord under this Lease all costs, expenses, damages, losses and liabilities incurred or suffered by City as a direct or indirect result of, or which are directly or indirectly related to, Landlord's breach (including, without limitation, any violation of applicable law by Landlord or any of its contractors).

Notwithstanding the foregoing, no indemnification is given hereunder for any action, damage, claim, loss or expense directly attributable to the intentional acts or active negligence of the Indemnified Parties hereunder; however, neither the City's authorization, approval and execution of this Lease nor the City's performance of its obligations under this Lease shall constitute "active negligence" or an "intentional act" for the purposes of this sentence.

SECTION 15. Eminent Domain. In the event the whole or any part of the Leased Premises or the improvements thereon are taken permanently or temporarily under the power of eminent domain, it is the intent of the parties that the interest of the Landlord in, under and to this Lease shall be recognized, in addition to any other value the Leased Premises or improvements thereon may have.

SECTION 16. Partial Invalidity. If any one or more of the terms, provisions, covenants or conditions of this Lease shall to any extent be invalid, unenforceable, void or voidable for any reason whatsoever, none of the remaining terms, provisions, covenants and conditions of this Lease shall be affected thereby, and each provision of this Lease shall be valid and enforceable to the fullest extent permitted by law.

SECTION 17. Notices. All notices, statements, demands, consents, approvals, authorizations, offers, designations, requests or other communications hereunder by either party to the other shall be in writing and shall be sufficiently given and served upon the other party if

delivered personally or if mailed by United States certified or registered mail, return receipt requested, postage prepaid, and:

If to Landlord: Manteca Lifestyle Center, LLC
6410 Poplar Avenue, Suite 850
Memphis, TN 38119
Attention: General Counsel

With a copy to: Latham & Watkins LLP
633 W. Fifth Street, Suite 4000
Los Angeles, California 90071-2007
Attn: Ursula H. Hyman, Esq.

If to City: City of Manteca
1001 W. Center Street
Manteca, CA 95337
Attn: Community Development Director

With copies to: City of Manteca
1001 W. Center Street
Manteca, CA 95337
Attn: City Clerk

City of Manteca
1001 W. Center Street
Manteca, CA 95337
Attn: Finance Director

or to such other addresses as each respective party may from time to time designate by notice in writing.

SECTION 18. Section Headings. All section headings contained herein are for convenience of reference only and are not intended to define or limit the scope of any provision of this Lease.

SECTION 19. Amendment. This Lease may only be amended by a written instrument duly authorized and executed by Landlord and City.

SECTION 20. Counterparts. This Lease may be executed in any number of counterparts, each of which shall be deemed to be an original, but all together shall constitute but one and the same lease.

SECTION 21. Binding Effect. The easements granted herein shall run with the ownership of the Leased Premises and shall be binding upon and inure to the benefit of Landlord and City and their respective successors, assigns and successors in interest.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties have caused this Parking Lease to be executed on the date first written above.

CITY:

CITY OF MANTECA,
a municipal corporation

DEVELOPER:

MANTECA LIFESTYLE CENTER, LLC,
a Delaware limited liability company

By: **WILLIE W. WEATHERFORD**
Its: **Mayor**

By: **JOSHUA D. POAG**
Its: **Executive Vice President**

ATTEST:

JOANN L. TILTON, CITY CLERK

APPROVED AS TO FORM:

Richards, Watson & Gershon
A Professional Corporation

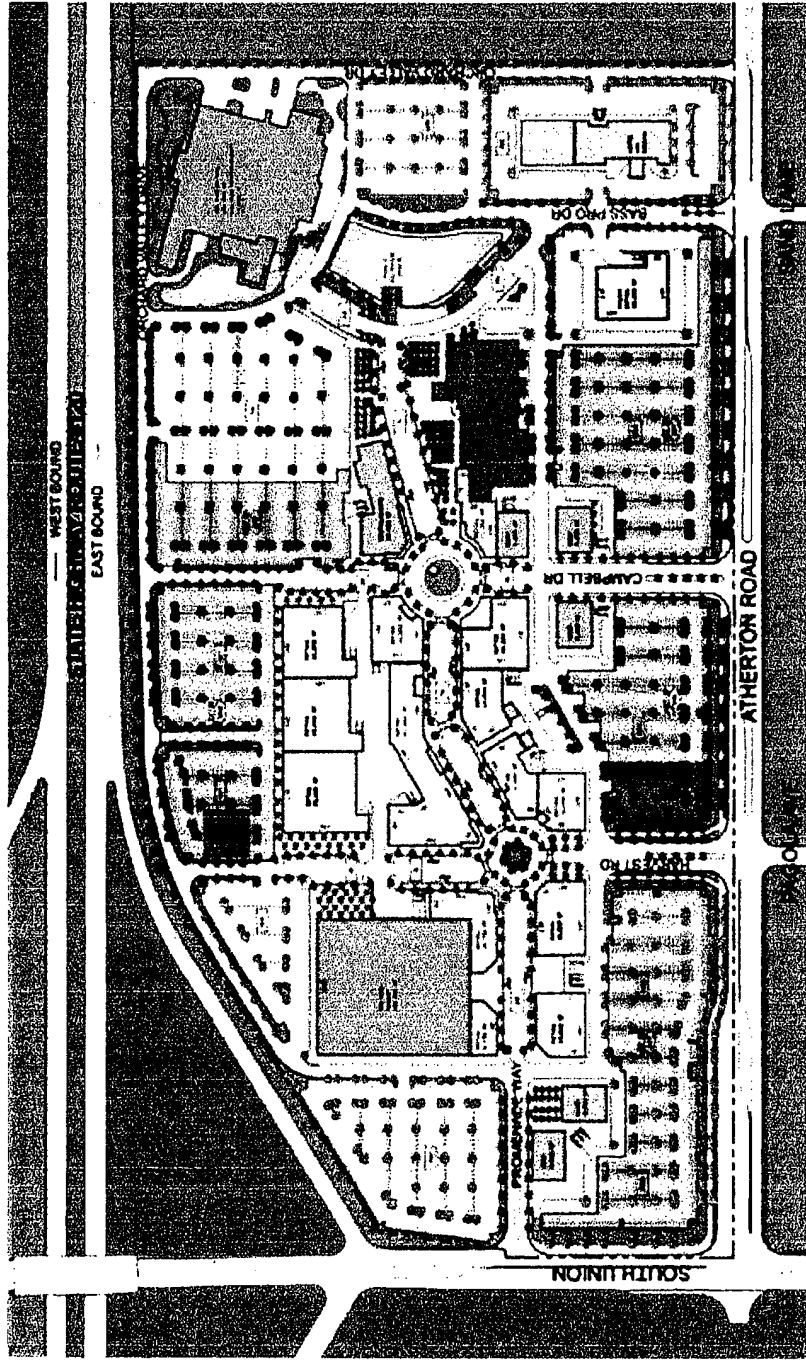
EXHIBIT A

LEGAL DESCRIPTION OF THE LEASED PREMISES

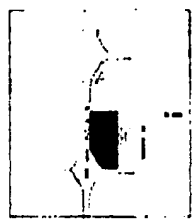
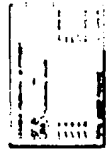
Parcels and leased spaces are identified on the site map contained in Exhibit B hereto.

Parcel 25	-	384 spaces
Parcel 26	-	258 spaces
Parcel 28	-	457 spaces
Parcel 29	-	376 spaces
Parcel 30	-	447 spaces
Total Spaces	-	1,922 spaces

EXHIBIT B
PROJECT SITE MAP



- RESTAURANT
- RETAIL
- ANCHOR
- HOTEL
- CINEMA
- OFFICE
- LEASED PARKING
- PARK AND RIDE
- HELICOPTER PAD



ORCHARD VALLEY

EXHIBIT C

SCHEDULED ANNUAL RENT PAYMENTS

<u>Year</u>	<u>Scheduled Annual Rent Payment</u>
1	\$ 938,549
2	\$ 976,976
3	\$ 1,085,529
4	\$ 1,118,095
5	\$ 1,151,638
6	\$ 1,186,187
7	\$ 1,221,773
8	\$ 1,258,426
9	\$ 1,296,179
10	\$ 1,335,064
11	\$ 1,375,116
12	\$ 1,416,370
13	\$ 1,458,861
14	\$ 1,502,627
15	\$ 1,547,705
16	\$ 1,594,137
17	\$ 1,641,961
18	\$ 1,691,219
19	\$ 1,741,956
20	\$ 1,794,215
21	\$ 1,848,041
22	\$ 1,903,482
23	\$ 1,960,587
24	\$ 2,019,404
25	\$ 2,079,987
26	\$ 2,142,386
27	\$ 2,206,658
28	\$ 2,272,857
29	\$ 2,341,043
30	\$ 2,411,274
31	\$ 2,483,613

<u>Year</u>	<u>Scheduled Annual Rent Payment</u>
32	\$ 2,558,121
33	\$ 2,634,865
34	\$ 2,713,911
35	\$ 2,795,328

EXHIBIT H

FEE SCHEDULE

CITY OF MANTECA DEVELOPMENT FEE SCHEDULE
Effective April 2, 2007

Building Permit Fee (1988 UBC Table 3A)						
Valuation	Fee					(Residential Cost per s.f.)
\$1 to \$500	\$ 15.00					
\$501 to \$2,000	\$ 15.00	1st \$500	plus \$2.00 for each additional \$100	Custom*	\$	95.90
\$2,001 to \$25,000	\$ 45.00	1st \$2,000	plus \$9.00 for each additional \$1,000	Tract*	\$	70.80
\$25,001 to \$50,000	\$ 252.00	1st \$25,000	plus \$6.50 for each additional \$1,000	Garage	\$	24.30
\$50,001 to \$100,000	\$ 414.50	1st \$50,000	plus \$4.50 for each additional \$1,000	Open Carport	\$	16.60
\$100,001 to \$500,000	\$ 639.50	1st \$100,000	plus \$3.50 for each additional \$1,000	Porch/Patio	\$	16.60
\$500,001 to \$1,000,000	\$ 2,039.50	1st \$500,000	plus \$3.00 for each additional \$1,000	*livable areas		
\$1,000,001 and up	\$ 3,539.50	1st \$1,000,000	plus \$2.00 for each additional \$1,000			

Building Plan Check Fee						
	0.65 x building permit fee					

Plan Check Fee for Storm Drain Public Improvement						
Plan check, testing and inspection	2% x engineering cost estimate					

Plumbing/Mechanical/Electrical (PME) Fee						
	0.4 x building permit fee					

Strong Motion Instrument Program (SMIP) State Fee						
	0.00021 x building valuation					

Government Building Facilities Fee (increased fees effective 1/1/07)						
Residential						
Very Low Density Residential	\$ 4,000	per dwelling unit				
Low Density Residential	\$ 4,000	per dwelling unit				
Medium Density Residential	\$ 3,922	per dwelling unit				
High Density Residential	\$ 3,530	per dwelling unit				
Commercial Mixed Use	\$ 3,530	per dwelling unit				
Non-Residential						
General Commercial	\$ 0.96	per s.f. bldg.				
Neighborhood Commercial	\$ 0.96	per s.f. bldg.				
Commercial Mixed Use	\$ 0.96	per s.f. bldg.				
Heavy Industrial	\$ 0.38	per s.f. bldg.				
Light Industrial	\$ 0.51	per s.f. bldg.				
Business Park Industrial	\$ 0.96	per s.f. bldg.				
Business Professional	\$ 1.28	per s.f. bldg.				

Major Equipment Purchase Fee						
Residential						
Very Low Density Residential	\$ 350	per dwelling unit				
Low Density Residential	\$ 350	per dwelling unit				
Medium Density Residential	\$ 350	per dwelling unit				
High Density Residential	\$ 350	per dwelling unit				
Commercial Mixed Use	\$ 350	per dwelling unit				
Commercial						
Retail Stores	\$ 0.10	per s.f. bldg.				
Hotels, Motels	\$ 0.09	per s.f. bldg.				
Markets	\$ 0.11	per s.f. bldg.				
Professional Offices	\$ 0.08	per s.f. bldg.				
Restaurants	\$ 0.12	per s.f. bldg.				
Other Commercial Uses	\$ 0.12	per s.f. bldg.				
Industrial						
Includes utility companies	\$ 0.06	per s.f. bldg.				
Institutional						
Includes hospitals, care homes, schools and churches	\$ 0.06	per s.f. bldg.				

Fire Facility Fee (increased fees effective 11/13/00)						
Residential	\$ 0.30	per s.f. bldg.				
Commercial	\$ 0.13	per s.f. bldg.				
Industrial	\$ 0.03	per s.f. bldg.				

CITY OF MANTECA DEVELOPMENT FEE SCHEDULE (cont.)
Effective April 2, 2007

Water Facilities* & Connection Fees (increased fees effective 1/1/07)			
Meter Size	*Surface	Meter	*Water
	Water	Installation	Capacity
	Fee	Fee	Charge
	Zone 11 & 12	Zone 11 & 12	Zone 11-only
5/8" x 3/4"	\$ 2,460	\$ 900	\$ 900
1"	\$ 4,110	\$ 990	\$ 1,495
1-1/2"	\$ 8,190	\$ 1,700	\$ 3,000
2"	\$ 13,105	\$ 1,880	\$ 4,800
3"	\$ 24,590	\$ 12,120	\$ 9,000
4"	\$ 40,995	\$ 14,070	\$ 15,010
6"	\$ 81,965	\$ 25,965	\$ 30,010
8"	\$ 131,140	\$ 32,110	\$ 48,025

Phases 1 and 2 and Phase 3 Sewer Connection Charge (Phase 3 column indicates new fee effective 5/4/05)			
Residential	Phase 1 & 2	Phase 3	
All Development	\$ 2,429	-or- \$ 1,428	per dwelling unit
Commercial/Industrial			
If Dry User (1)	\$ 2,429	N/A	
If Wet User (2)	\$ 8.04 x gpd	N/A	

Phase 3 Sewer Additional Connection Charge (new fees effective 12/3/03; fees do not apply to original Spreckels Park development)			
Land Use (3)			
Very Low Density Residential	\$ 3,961	per dwelling unit	
Low Density Residential	\$ 3,961	per dwelling unit	
Medium Density Residential	\$ 3,301	per dwelling unit	
High Density Residential	\$ 3,301	per dwelling unit	
Office Professional	\$ 1,493	per 1000 s.f. bldg.	
Neighborhood/Community Commercial	\$ 1,640	per 1000 s.f. bldg.	
Business/Visitor Services	\$ 1,640	per 1000 s.f. bldg.	
General Commercial	\$ 1,640	per 1000 s.f. bldg.	
Commercial Recreation	\$ 1,640	per 1000 s.f. bldg.	
Light Industrial	\$ 1,692	per 1000 s.f. bldg.	
Heavy Industrial	\$ 1,692	per 1000 s.f. bldg.	

Industrial Waste Water Pipeline Overlay Fee (increased fees effective 1/1/07; fees do not apply to original Spreckels Park development)			
Land Use (3)			
Very Low Density Residential	\$ 1,602.76	per dwelling unit	
Low Density Residential	\$ 1,602.76	per dwelling unit	
Medium Density Residential	\$ 1,105.90	per dwelling unit	
High Density Residential	\$ 1,105.90	per dwelling unit	
Office Professional	\$ 496.86	per 1000 s.f. bldg.	
Neighborhood/Community Commercial	\$ 544.94	per 1000 s.f. bldg.	
Business/Visitor Services	\$ 544.94	per 1000 s.f. bldg.	
General Commercial	\$ 544.94	per 1000 s.f. bldg.	
Commercial Recreation	\$ 544.94	per 1000 s.f. bldg.	
Light Industrial	\$ 1,137.96	per 1000 s.f. bldg.	
Heavy Industrial	\$ 1,137.96	per 1000 s.f. bldg.	

Public Facilities Implementation Plan Fees (increased fees effective 9/1/06 unless otherwise indicated)			
Well Water PFIP Fee:			
Land Use (3)	Zone 11	Zone 12	
Very Low Density Residential	\$ -	\$ 2,009	per dwelling unit
Low Density Residential	\$ -	\$ 1,340	per dwelling unit
Medium Density Residential	\$ -	\$ 927	per dwelling unit
High Density Residential	\$ -	\$ 927	per dwelling unit
Office Professional	\$ -	\$ 7,226	per net acre
Neighborhood/Community Commercial	\$ -	\$ 4,831	per net acre
Business/Visitor Services	\$ -	\$ 4,831	per net acre
General Commercial	\$ -	\$ 4,831	per net acre
Commercial Recreation	\$ -	\$ 4,831	per net acre
Light Industrial	\$ -	\$ 6,029	per net acre
Heavy Industrial	\$ -	\$ 6,029	per net acre

CITY OF MANTECA DEVELOPMENT FEE SCHEDULE (cont.)
Effective April 2, 2007

Sewer PFIP Fee:

Land Use (3)	Zone 21 & 25	Zone 22	Zone 23	Zone 24	Zone 24 Overlay (4)	Zone 24(A) Overlay (4)	
Very Low Density Residential	\$ -	\$ 1,654	\$ 2,580	\$ 1,981	\$ 1,319.95	\$ 420.74	per dwelling unit
Low Density Residential	\$ -	\$ 1,654	\$ 2,580	\$ 1,981	\$ 1,319.95	\$ 420.74	per dwelling unit
Medium Density Residential	\$ -	\$ 1,141	\$ 1,782	\$ 1,368	\$ 911.16	\$ 290.44	per dwelling unit
High Density Residential	\$ -	\$ 1,141	\$ 1,782	\$ 1,368	\$ 911.16	\$ 290.44	per dwelling unit
Office Professional	\$ -	\$ 513	\$ 813	\$ 613	\$ 411.16	\$ 131.05	per 1000 s.f. bldg.
Neighborhood/Community Commercial	\$ -	\$ 570	\$ 884	\$ 670	\$ 451.16	\$ 143.80	per 1000 s.f. bldg.
Business/Visitor Services	\$ -	\$ 570	\$ 884	\$ 670	\$ 451.16	\$ 143.80	per 1000 s.f. bldg.
General Commercial	\$ -	\$ 570	\$ 884	\$ 670	\$ 451.16	\$ 143.80	per 1000 s.f. bldg.
Commercial Recreation	\$ -	\$ 570	\$ 884	\$ 670	\$ 451.16	\$ 143.80	per 1000 s.f. bldg.
Light Industrial	\$ -	\$ 1,169	\$ 1,839	\$ 1,412	\$ 937.96	\$ 298.98	per 1000 s.f. bldg.
Heavy Industrial	\$ -	\$ 1,169	\$ 1,839	\$ 1,412	\$ 937.96	\$ 298.98	per 1000 s.f. bldg.

Storm Drainage PFIP Fee:

Land Use (5)	Zone 31	Zone 32	Zone 33	Zone 34	Zone 35	Zone 36	
Very Low Density Residential	\$ 3,179	\$ 1,839	\$ 1,254	\$ 2,665	\$ 1,311	\$ 3,406	per dwelling unit
Low Density Residential	\$ 1,282	\$ 741	\$ 513	\$ 1,069	\$ 527	\$ 1,368	per dwelling unit
Medium Density Residential	\$ 1,183	\$ 685	\$ 471	\$ 998	\$ 485	\$ 1,269	per dwelling unit
High Density Residential	\$ 813	\$ 471	\$ 328	\$ 685	\$ 342	\$ 870	per dwelling unit
Office Professional	\$ 22,414	\$ 12,984	\$ 8,850	\$ 18,829	\$ 9,208	\$ 23,974	per net acre
Neighborhood/Community Commercial	\$ 22,414	\$ 12,984	\$ 8,850	\$ 18,829	\$ 9,208	\$ 23,974	per net acre
Business/Visitor Services	\$ 22,414	\$ 12,984	\$ 8,850	\$ 18,829	\$ 9,208	\$ 23,974	per net acre
General Commercial	\$ 22,414	\$ 12,984	\$ 8,850	\$ 18,829	\$ 9,208	\$ 23,974	per net acre
Commercial Recreation	\$ 19,912	\$ 11,531	\$ 7,854	\$ 16,719	\$ 8,182	\$ 21,309	per net acre
Light Industrial	\$ 17,446	\$ 10,105	\$ 6,871	\$ 14,638	\$ 7,169	\$ 18,657	per net acre
Heavy Industrial	\$ 17,446	\$ 10,105	\$ 6,871	\$ 14,638	\$ 7,169	\$ 18,657	per net acre

Transportation PFIP Fee:

Land Use (5)	Zone 1	Zone 2	Zone 3	Zone 4	Zone 5	
Very Low Density Residential	\$ 2,038	\$ 2,665	\$ 2,723	\$ 1,468	\$ 2,366	per dwelling unit
Low Density Residential	\$ 2,038	\$ 2,665	\$ 2,723	\$ 1,468	\$ 2,366	per dwelling unit
Medium Density Residential	\$ 998	\$ 1,952	\$ 1,996	\$ 1,069	\$ 1,725	per dwelling unit
High Density Residential	\$ 826	\$ 1,597	\$ 1,639	\$ 884	\$ 1,425	per dwelling unit
Office Professional	\$ 3,093	\$ 6,043	\$ 6,186	\$ 3,307	\$ 5,373	per 1000 s.f. bldg.
Neighborhood/Community Commercial	\$ 3,891	\$ 7,625	\$ 7,796	\$ 4,162	\$ 6,770	per 1000 s.f. bldg.
Business/Visitor Services	\$ 3,549	\$ 6,955	\$ 7,113	\$ 3,805	\$ 6,172	per 1000 s.f. bldg.
General Commercial	\$ 3,392	\$ 6,642	\$ 6,785	\$ 3,635	\$ 5,886	per 1000 s.f. bldg.
Commercial Recreation	\$ 32,227	\$ 63,156	\$ 64,582	\$ 34,521	\$ 56,058	per 1000 s.f. bldg.
Light Industrial	\$ 1,126	\$ 2,195	\$ 2,238	\$ 1,197	\$ 1,939	per 1000 s.f. bldg.
Heavy Industrial	\$ 2,038	\$ 2,665	\$ 2,723	\$ 1,468	\$ 2,366	per 1000 s.f. bldg.

Park Acquisition & Improvements Fee (increased fees effective 6/16/03)

Single Family Residence	\$ 2,447	per dwelling unit				
Multiple Family Residence	\$ 1,694	per dwelling unit				
Commercial/Industrial	\$ -	per s.f. bldg.				

Residential Construction Business License Tax (fees as originally adopted 6/20/94)

Very Low Density Residential	\$ 900	per dwelling unit				
Low Density Residential	\$ 900	per dwelling unit				
Medium Density Residential	\$ 625	per dwelling unit				
High Density Residential	\$ 625	per dwelling unit				

Agricultural Mitigation Fee (increased fee effective 3/1/07)

All Development	\$ 2,043.81	per gross acre	This fee applies when development converts 'important farmland' to private urban uses.			
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CITY OF MANTECA DEVELOPMENT FEE SCHEDULE (cont.)

Effective April 2, 2007

(Other Agencies fees are provided on this page for informational purposes and are subject to change by those Agencies.)

Manteca Unified School District Residential/Commercial Property Developer Fee (increased fees effective 6/28/06) (6)						
Residential						
Mello Roos Districts (Level 1)	\$	2.63	per s.f. bldg.			
Non-Mello Roos Districts (Level II)	\$	4.86	per s.f. bldg.			
Non-Mello Roos Districts (Level III)	\$	9.91	per s.f. bldg.			
Commercial/Industrial	\$	0.42	per s.f. bldg.			

San Joaquin County Facilities Fee (increased fees effective 8/14/06) (7)						
Residential						
Single Family	\$	1,463	per dwelling unit			
Multiple Family	\$	1,254	per dwelling unit			
Non-Residential						
Retail Commercial	\$	0.33	per s.f. bldg.			
Commercial/Office	\$	0.29	per s.f. bldg.			
Industrial	\$	0.17	per s.f. bldg.			

San Joaquin County Multi-Species Habitat & Open Space Conservation Plan Fee (increased fees effective 4/1/07) (8)						
	Multi-Purpose			Vernal Pool	Vernal Pool	
	Open Space	Natural	Agriculture	(Uplands)	(Wetted)	
All Development	\$ 6,511	\$ 13,022	\$ 13,022	\$ 34,958	\$ 69,858	per gross acre

San Joaquin County Regional Transportation Impact Fee (increased fees effective 7/1/06) (9)						
Residential						
Single Family	\$	2,610	per dwelling unit			
Multiple Family	\$	1,566	per dwelling unit			
Non-Residential						
Retail	\$	1.04	per s.f. bldg.			
Office	\$	1.31	per s.f. bldg.			
Industrial	\$	0.78	per s.f. bldg.			

San Joaquin Valley Air Pollution Control District Indirect Source Review Fees (new fees effective 3/1/06) (10)						
Residential						
Application Filing Fee	\$	400				
Offsite Fee for NOx Emissions	\$	4,650	\$ per ton			
Offsite Fee for PM10 Emissions	\$	2,907	\$ per ton			
Administrative Fee		4%	of offsite fees			
Application Evaluation Fee	\$	64.95	per hr. for time that exceeds what is covered by Application Filing Fee			
Non-Residential & Mixed-Use						
Application Filing Fee	\$	600				
Offsite Fee for NOx Emissions	\$	4,650	\$ per ton			
Offsite Fee for PM10 Emissions	\$	2,907	\$ per ton			
Administrative Fee		4%	of offsite fees			
Application Evaluation Fee	\$	64.95	per hr. for time that exceeds what is covered by Application Filing Fee			

(1) Dry User Sewer Connection Charge is \$2,429 in all PFIP Zones except Zone 21, where it is the greater of \$2,429 or \$131 times the number of drainage fixture units (as defined in the Uniform Plumbing Code).

(2) Wet User is defined as uses having food processing facilities for other than employees and/or having process water discharge.

(3) The impact fee applicable to a land use located in a Planned Employment Center (PEC) is the same as the impact fee for that land use elsewhere in the same financing zone.

(4) Generally the area in Sewer PFIP Zone 24 that is east (Zone 24 Overlay) or west (Zone 24A Overlay) of Tinnin Road. Fees reflect increases effective 2/16/07 (Zone 24 Overlay) and 3/3/07 (Zone 24A Overlay).

(5) The impact fee applicable to a land use located in a Planned Employment Center (PEC) is the same as the impact fee for that land use elsewhere. The Industrial Wastewater Pipeline Overlay Fee applies to development throughout the City except in Spreckels Park.

(6) Manteca Unified School District Developer Fee is not collected by the City of Manteca - call 209-825-3200, ext. 858 for more information.

(7) SJC Facilities Fee is collected by the City of Manteca - call 209-468-9581 for more information.

(8) SJC Habitat Conservation Plan Fee is collected by the City of Manteca - call 209-468-3913 (SJ Council of Governments) for more information.

(9) SJC Regional Transportation Fee is collected by the City of Manteca - call 209-468-9581 for more information.

(10) SJV Air Pollution Control District Indirect Source Review Fees are not collected by the City of Manteca - call the SJV Air Pollution Control District at 559-230-5807 or 559-230-5835 for more information, or go to their website at <http://www.valleyair.org/ISR/ISR.htm>.



CITY OF MANTECA

CITY CLERK

April 5, 2007

Mark Grambergs
Poag & McEwen Lifestyle Centers
6410 Poplar Avenue, Suite 850
Memphis, TX 38119

SUBJECT: PROMENADE SHOPS AT ORCHARD VALLEY EIR, GENERAL PLAN AMENDMENT, REZONE, PLANNED DEVELOPMENT, VESTING TENTATIVE SUBDIVISION MAP AND SITE PLAN

Dear Mr. Grambergs:

At its meeting held April 2, 2007, the City Council the above projects. After taking public testimony, Council's decided as follows:

1. Made the following findings to certify the Environmental Impact Report and adopted Resolution No. R2007-143:
 - a. The City Council, as lead agency for the project, has reviewed and considered the information contained in the Draft & Final Environmental Impact Report for the Promenade Shops at Orchard Valley, and finds that it has been completed in compliance with the California Environmental Quality Act.
 - b. The Draft and Final Environmental Impact Reports represent the independent judgment of the City.
 - c. Although the project could have a significant effect on the environment, there will not be a significant effect (with exception of the impacts identified in the EIR as significant and unavoidable, which have been mitigated to the extent feasible) in this case because mitigation measures have been developed and incorporated into the proposal to reduce impacts to a less than significant level.
 - d. All mitigation measures for the project, identified in the Draft EIR and amended in the Final EIR, as well as the findings of fact and statements of overriding considerations are hereby incorporated into the certification of the Promenade Shops at Orchard Valley Environmental Impact Report as adequate environmental documentation for the project.
2. Made the following findings to approve General Plan Amendment GPA-05-07 and adopted Resolution No. R2007-144:

- a. It is found that a change in land use designation from CMU, Commercial Mixed Use to GC, General Commercial is required for the project site to be developed as a shopping center.
 - b. It is further found that development of a shopping center at this location is supported by the following General Plan land use policies:
 - Policy LU-P-19: The City shall promote and assist the maintenance and expansion of Manteca's commercial sector to meet the needs of both Manteca residents and those living within Manteca's market area.
 - Policy LU-P-20: The City shall promote the establishment, maintenance, and expansion of businesses in Manteca that generate high retail sales taxes as important contributors to the local economy.
 - Policy LU-P-22: New commercial development serving citywide and regional shopping needs shall be located along major arterial streets.
 - Policy LU-P-23: New visitor-serving commercial development shall be located in areas with easy access to freeway interchanges.
 - Policy LU-P-24: New commercial development shall be designed to avoid the appearance of strip development.
 - Policy LU-P-49: The City shall give priority to in-fill development and new development contiguous to existing developed areas, whenever practical.
 - c. It is found that the General Plan Amendment is consistent with the public necessity, convenience, and general welfare in that the proposed shopping center provides shopping and entertainment opportunities for the entire community.
3. Made the following findings to approve Rezone No. REZ-05-06 and waived the first reading by substitution of the title of Ordinance No. 1357:
 - a. It is found that the proposed Rezone establishes consistency with Manteca's General Plan.
 - b. It is further found that the rezone establishes the proper zoning designation for the development of the proposed shopping center.
 - c. It is found that the Rezone is consistent with the public necessity, convenience, and general welfare.
 4. Made the following findings to approved Planned Development No. PCD-05-09 and waived the first reading by substitution of the title and introduced Ordinance No. 1358:
 - a. The proposed Planned Development is consistent with the goals and policies of the General Plan, as amended, and with the general plan land use category applicable to the area in which the property is located.
 - b. The proposed project does not exceed the total density allowed under the base zoning district or the General Plan land use designation.
 - c. The project is superior to development that could occur under the development standards of the C-G, General Commercial base district, in that the project includes increased landscaping, a greater amount of open area, and has an enhanced architectural appearance.
 - d. The proposed deviations to the City's development standards promote greater efficiency in the use of land, establish opportunity for individual ownership within the

project, promotes an on-site pedestrian oriented environment, and provides for efficient design and development on a larger scale than otherwise provided for within existing City development standards.

- e. The proposed project is not detrimental to adjacent property, and will not materially impair the purposes of this title or the public interest.
 - f. The proposed development conforms to Title 17, Chapter 17.45 for the establishment of a Planned Development.
 - g. The Planned Development conditions titled "Promenade Shops at Orchard Valley" and associated "Development Review Conditions" both documents dated March 13, 2007, are incorporated by reference to this approval.
5. Made the following findings to approve Vesting Tentative Subdivision Map No. SDV-05-06 and adopted Resolution No. R2007-145:
- a. That the proposed subdivision map was reviewed in conformance with Section 16.15.030 of the Subdivision ordinance of the City of Manteca.
 - b. That the Environmental Impact Report for the Promenade Shops at Orchard Valley is adequate environmental documentation for the project.
 - c. That the proposed subdivision map has a positive effect on the housing needs of the region with respect to the public service needs and available fiscal and environmental resources.
 - d. That the subdivision map provides for future passive and natural heating and cooling opportunities.
 - e. That the subdivision map is in conformance with the State Subdivision Map Act, the City's General Plan, Title 17 Zoning Ordinance, and Title 16 Land Division Ordinance.
 - f. That the site is physically suitable for the type and density of development.
 - g. That the design of the subdivision map and proposed improvements are not likely to cause substantial environmental damage or substantially and avoidably injure fish or wildlife or their habitat.
 - h. That the design of the subdivision map is not likely to cause serious public health problems.
 - i. That the subdivision map will not conflict with easements, acquired by the public at large, for access through or use of, property within the proposed subdivision.
 - j. That the subdivision map was reviewed and conditioned by the appropriate City Departments, Utilities, and Agencies.
 - k. That a list of conditions for the vesting tentative subdivision map is included in the "Promenade Shops at Orchard Valley, Development Review Conditions" dated March 13, 2007."
6. Made the following findings and approved Site Plan Review No. SPC-05-21 for development of the Promenade Shops at Orchard Valley project subject to the Development Review Conditions and associated Planned Development Conditions both documents dated March 13, 2007:
- a. That the architectural style of the structures incorporates appropriate construction materials and colors.
 - b. That structures are appropriately located on the site with proper setbacks, and that their locations provide for vehicular circulation for the anticipated traffic of the uses.

- c. That the project meets parking, loading, landscaping, screening, water efficient criteria and shading requirements.
- d. That as conditioned the proposed Site Plan is in conformance with Manteca's General Plan and Zoning Ordinance.
- e. That the site plan was reviewed and conditioned by the appropriate City Departments, Utilities, and Agencies and that these conditions are incorporated with this resolution as the Promenade Shops at Orchard Valley, Development Review Conditions, dated March 13, 2007.

7. Waived the first reading by substitution of the title and introduced Ordinance No. 1360, approving the Development Agreement for the Promenade Shops at Orchard Valley;

Copies of the above-referenced Resolutions are enclosed with this letter. The ordinances will come back to Council at a meeting to be held April 9, 2007, at 9:00 a.m. to waive the final reading and adopt. Ordinances become effective 30 days from the date of adoption.

It shall be the responsibility of the applicant to ensure that the final map(s) is (are) filed promptly, or requests for time extensions are filed with this office in a timely matter, in accord with the applicable provisions of the local Subdivision Ordinance and State Map Act. Failure to do so may cause the tentative map to expire. Further notification of timely map filing(s) will not be transmitted by this office.

Please contact the Community Development Department at 239-8427 if you have any further questions regarding this matter.

Sincerely,


JOANN TILTON, MMC
City Clerk

JLT:cam
Enclosures

cc: Community Development Department
Karen McLaughlin
John Nowak

RESOLUTION NO. R2007-143

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MANTECA CERTIFYING PROMENADE SHOPS AT ORCHARD VALLEY ENVIRONMENTAL IMPACT REPORT AND ASSOCIATED DOCUMENTS

WHEREAS, the City Council of the City of Manteca, at a meeting held April 2, 2007, held a duly advertised and noticed public hearing on the Promenade Shops at Orchard Valley Environmental Impact Report; and

WHEREAS, at the duly advertised public hearing, the City Council received testimony supporting and opposing the Environmental Impact Report from those interested parties; and

WHEREAS, the City Council finds that the final Environmental Impact Report has been completed in compliance with CEQA, California Environmental Quality Act as amended; and

WHEREAS, the City Council independently reviewed and considered the information contained in the final Environmental Impact Report prior to approving the project entitlements; and

WHEREAS, the Environmental Impact Report identifies one or more significant environmental effects and the City Council has reviewed and adopted written findings for each significant effect accompanied by a brief explanation of the rationale for each finding.

NOW, THEREFORE, BE IT RESOLVED AND ORDERED by the City Council of the City of Manteca that it does hereby take the following action:

- ◆ Certify the Promenade Shops at Orchard Valley final Environmental Impact Report has been prepared in compliance with CEQA (on file in the Community Development Department;
- ◆ Find that the benefits associated with implementation of the Promenade Shops at Orchard Valley development project will outweigh the negative and unmitigatable impacts on visual resources, air quality, noise, agricultural resources, hydrology/water quality, utilities, and transportation and circulation.
- ◆ Approve the Findings of Fact and Statement of Overriding Considerations for the Promenade Shops at Orchard Valley Environmental Impact Report, (on file in the Community Development Department).

- ◆ Adopt the Promenade Shops at Orchard Valley Mitigation Monitoring Program (on file in the Community Development Department); and
- ◆ Find that the Project Alternatives to the Promenade Shops at Orchard Valley Development are all infeasible and Findings of Fact and Statement of Overriding Considerations are adopted.

DATED: April 2, 2007

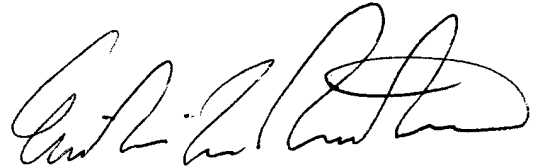
ROLL CALL:

AYES: Councilmen DeBrum, Harris, Hernandez, Snyder and Weatherford

NOES: None

ABSENT: None

ABSTAIN: None



**WILLIE W. WEATHERFORD
MAYOR**

ATTEST:



**JOANN TILTON, MMC
CITY CLERK**

RESOLUTION NO. R2007-144

**A RESOLUTION OF THE CITY COUNCIL
OF THE CITY OF MANTECA APPROVING
GENERAL PLAN AMENDMENT (GPA-05-07)**

WHEREAS, the City Council of the City of Manteca held a public hearing on April 2, 2007, to consider General Plan Amendment (GPA-05-07); and

WHEREAS, the Manteca Planning Commission at their regularly noticed public hearing of March 27, 2007 forwarded a recommendation of approval and;

WHEREAS, the project site has a General Plan land use designation of Commercial Mixed Use (CMU); and

WHEREAS, the project site is proposed for a General Plan land use designation of General Commercial (CG) as shown on Exhibit "A" ; and

WHEREAS, an Environmental Impact Report was prepared and considered by the City Council in compliance with the provisions of the California Environmental Quality Act (CEQA); and

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF MANTECA does hereby approve General Plan Amendment (GPA-05-07).

DATED: April 2, 2007

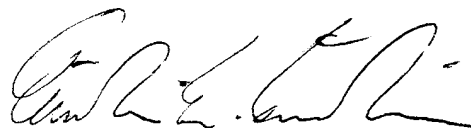
ROLL CALL:

AYES: Councilmen DeBrum, Harris, Hernandez, Snyder and Weatherford

NOES: None

ABSENT: None

ABSTAIN: None



**WILLIE W. WEATHERFORD
MAYOR**

ATTEST:



**JOANN TILTON, MMC
CITY CLERK**

RESOLUTION NO. R2007-145

A RESOLUTION OF THE CITY COUNCIL OF THE
CITY OF MANTECA MAKING THE FINDINGS AND
APPROVING THE PROMENADE SHOPS AT ORCHARD VALLEY
VESTING TENTATIVE SUBDIVISION MAP NO. SDV-05-06

THE CITY COUNCIL OF THE CITY OF MANTECA DOES HEREBY FIND,
DETERMINE AND RESOLVE AS FOLLOWS:

Section 1. Findings: Based on the whole of the administrative record, this City Council finds as follows:

- a) This Resolution concerns Vesting Tentative Subdivision Map No. SDV-05-06 (the "**Map**"). The **Map** relates to the 72-acre Promenade Shops at Orchard Valley Project. The **Map** is being processed concurrently with the Promenade Shops at Orchard Valley Development Agreement ("**Development Agreement**") and share common conditions of approval with the Development Agreement (Exhibits F-1 and F-2 to the Development Agreement).
- b) On March 27, 2007, following a public hearing it held to consider the **Map**, the Manteca Planning Commission recommended approval of the Map to the City Council.
- c) An Environmental Impact Report (EIR) and Mitigation Monitoring Plan for the **Map** and **Development Agreement** was prepared by the City in compliance with CEQA, State and City Guidelines and this City Council has reviewed and considered the information contained therein and certified the EIR.
- d) The **Map** is consistent with the General Plan and Zoning Ordinance and **Development Agreement**, all of which regulate development on this site.
- e) The **Map** is designed to maximize the number of units which have the potential for future passive or natural heating and cooling opportunities.
- f) None of the conditions described in Government Code Section 66474, Section (a) through (g) inclusive, exists with respect to the **Map**.

- g) The **Map** achieves a balance between the housing needs of the region, the public service of City residents and the available fiscal and environmental resources.
- h) All governmental and utility agencies affected by the **Map** have been given the opportunity to respond to the **Map**.

Section 2. Decision. The **Map** (Vesting Tentative Subdivision Map No. SDV-05-06) is hereby approved subject to the following conditions:

- a) The approval of the **Map** is hereby made contingent upon the approval, execution and "Effective Date" (as that term is defined in the Development Agreement); and
- b) The final map regarding the **Map** shall not be recorded until there has been compliance with all Conditions of Approval contained in Exhibits "F-1 and F-2" to the **Development Agreement**, attached as Exhibit "A" and the Development Review conditions dated March 13, 2007, attached as Exhibit "B".

DATED: April 2, 2007

ROLL CALL:

AYES: Councilmen DeBrum, Harris, Hernandez, Snyder and Weatherford

NOES: None

ABSENT: None

ABSTAIN: None



**WILLIE W. WEATHERFORD
MAYOR**

ATTEST:



**JOANN TILTON, MMC
CITY CLERK**



**City of Manteca
Community Development Department**

Development Review Conditions

March 13, 2007

Project File Numbers: Environmental Impact Report SCH#2005092102
General Plan Amendment, GPA-05-07
Rezone, REZ-05-06
Development Agreement, DEV-07-01
Planned Development, PCD-05-09
Vesting Tentative Subdivision Map, SDV-05-06
Site Plan Review No. SPC-05-21.

Project Name: **Promenade Shops at Orchard Valley**

Project Address: 1490 South Union Road.

The following list of conditions shall be incorporated into the final construction plans and the construction phases of the subject project. This list of conditions is not intended to be all-inclusive or a comprehensive list of all City regulations.

NOTE: This project is within a Planned Development (PCD-05-09) that authorized deviations to the City's development standards. The "Planned Development Conditions for Promenade Shops at Orchard Valley", dated March 13, 2007 and associated "Design Development Standards (DDS)" are incorporated by reference into this list of conditions.

The project also includes an Environmental Impact Report with Mitigation Measures specific to development of this project site. The Draft and Final EIR including associated Mitigation Monitoring and Reporting Program, Findings of Fact and Statements of Overriding Considerations are incorporated by reference into this list of conditions.

The project also includes a Development Agreement specific to development of this project site. The development agreement is incorporated by reference into this list of conditions.

A. Standards As Required by Manteca Municipal Code Title 17:

1. Required Off-Street Parking: Off-street parking stalls 9-feet wide by 18-feet in depth shall be provided with a minimum of 26-feet of back-up area required for 90 degree parking stalls. Required parking is dictated by use per Manteca Municipal Code (MMC) §17.15.020, Table 4. The site plan submitted indicates the provision of 3,901 off-street parking stalls.
 - a. Compact Parking Stalls: Up to 30% of required parking stalls may be reduced in size to 16 feet in length and 8 feet in width with a minimum of 26-feet of back-up area required for 90 degree parking stalls. Compact stalls shall be clearly indicated by appropriate markings and signage MMC §17.15.040.
 - b. Bicycle Parking: Provide a minimum of 10 lockable bicycle parking spaces/racks, per MMC §17.15.050 Table 5. The spaces shall be evenly spaced throughout the project site and in conspicuous common locations to encourage use, and discourage theft and vandalism.

- c. Accessible Parking and Title 24 Compliance:
 - i. A minimum of 49 of the 3,901 stalls shall be accessible parking spaces in accord with Title 24 regulations & MMC §17.15.060 A
 - ii. Location of accessible parking shall be in compliance with MMC §17.15.060 B 2
 - iii. Identification of accessible parking shall be in compliance with MMC §17.15.060 B 3
2. Parking Lot Surfacing: All parking, loading and access areas shall be surfaced with a minimum thickness of two inches of asphalt concrete (Type A) over 95% relative-compactness native soil or a minimum thickness of six inches of Class B concrete, or equivalent approved by the Public Works Director. Such surfacing shall be permanently maintained free of structural defects. MMC §17.15.090.E
3. Parking Lot Striping: All parking spaces shall be striped with 4-inch painted white lines in a manner clearly showing the layout of the intended parking stalls. Such striping shall be maintained in a clear and visible manner. MMC §17.15.090.F
4. Parking Lot Wheel stops: When parking stalls abut a landscape planter or a raised sidewalk less than seven feet wide, or abuts a property line, fence or building a four-foot concrete wheel stop shall be installed. MMC §17.15.090.M
5. Parking Lot Lighting: AS PROVIDED BY PLANNED DEVELOPMENT PCD-05-09.
6. Off-Street Loading: Shall be as provided on the approved site plan, and at a minimum shall be in conformance with MMC §17.15.070 A 2.
7. Landscape and Irrigation Plans: (Also see B, 8)
 - a. Landscape and irrigation plans shall be prepared by a registered landscape architect or state licensed landscape contractor.
 - b. Landscape plans shall indicate plant species, sizes, quantity, spacing, tree shading, water efficiency criteria and irrigation system. MMC §17.19.020
 - c. Minimum Project Landscaping: AS PROVIDED BY PLANNED DEVELOPMENT PCD-05-09.
 - d. Parking Lot Landscaping: AS PROVIDED BY PLANNED DEVELOPMENT PCD-05-09.
 - e. Water-Efficient Landscaping: The planted area of the project must meet water-efficient criteria as outlined in MMC §17.19.080.
 - f. Parking Lot Tree Shading: All parking lots shall include tree planting designed so that a minimum of 50 percent of the parking area will be shaded at noon on August 21 within 15 years of the planting MMC §17.15.090.B.3 & 17.19.070.B.
 - g. Landscaping Maintenance: All landscaping shall be maintained in good growing condition. Such maintenance shall include pruning, mowing, weeding, cleaning, fertilizing, and regular watering. Wherever necessary, planting shall be replaced with other plant materials to ensure continued compliance with landscaping requirements. MMC §17.19.050.A
 - h. Landscape Planter Concrete Curbing: There shall be six inch wide and six inch raised concrete curbing between all landscaped areas adjacent to any parking facility pavement or property line. MMC §17.15.090.N.2
 - i. Tree Size and Staking: Trees shall be planted in compliance with Public Works Standard Plans, ST-24 & 25)

B. Community Development Department Conditions:

1. Prior to application for a building permit, the elevations, exterior materials, and colors of all buildings shall be reviewed and approved by the Community Development Department, Planning Division to determine if the plans are in substantial compliance with the Planned Development conditions, sign program, Design Development Standards, and colors and materials samples.

2. Any revision, addition, modification, to the approved Design Development Standards shall be approved by the Community Development Department, Planning Division.
3. Construction plans shall be in compliance with the 2001 California Building, Plumbing and Mechanical Codes, the 2002 California Electrical Code and the 2005 California Energy Code. Plans submitted after January 1, 2008 shall be required to meet the new code provisions adopted by the State of California.
4. All service areas, loading areas, and garbage collection facilities, shall be screened from view from pedestrians and motorists.
5. Screening materials of service areas, off-street loading areas, and garbage enclosures as identified on the approved site plan shall be in substantial conformance with the typical screen wall and trash enclosure concepts illustrated on page 4.03 of the Design Development Standards.
6. Specification and details on bicycle parking stalls/racks shall be included on the final construction plans. Bicycle rack specifications and locations shall be to the satisfaction of the Community Development Director.
7. The trailer pull through parking stalls illustrated on page 3.04 of the Design Development Standards south of the Bass Pro Shops building (colored orange) shall be striped and signed accordingly to the satisfaction of the Community Development Director.
8. Safety Measures: Minimum interference with and protection of traffic: All work shall be planned and carried out so there will be the least inconvenience to the traveling public. Placing of lights, barricades, warning signs and other safety devices required for public safety shall be the responsibility of the developer. All safety measures required by law shall be taken.
9. Fire and Safety Protection: The applicant is responsible for contacting the Manteca Fire Department to obtain requirements for fire and safety protection. All fire department requirements, whether listed below, attached hereto, or implied, shall be strictly adhered to. The developer or property owner, or successor in interest, shall be responsible for payment of any consultant fees related to plan check and/or inspection of a required project fire sprinkler system.
10. Electrical and Gas Meters: Electrical and gas meters shall not be located on any building side visible from the street, unless fully obscured from view.
11. Roof Mounted Appliances: Roof mounted appliances or other mechanical equipment shall be effectively screened from view by passing pedestrians or motorists.
12. Directional Arrows: Pavement surface painted white directional arrows shall be a minimum four square feet in size and be provided at the designated entrance and exit drives within the parking facility.
13. Landscape and Irrigation Plans:
 - a. All landscape plans shall be prepared in substantial conformance with Section 5 of the Promenade Shops at Orchard Valley Development Design Standards (2/14/2007).
 - b. Lots B through H and parking fields 23 through 30 as illustrated on the Vesting Tentative Subdivision Map for the Promenade Shops at Orchard Valley (2/9/07) shall be fully landscaped prior to issuance of an occupancy permit for the first building constructed.
 - c. Landscape plans for individual building sites shall be reviewed and approved by the Community Development Department, Planning Division prior to issuance of a building permit for the associated project.
 - d. Parking lot shading shall be as follows or equivalent to be approved by the Community Development Department, Planning Division: (Total parking area is 2,117,016 square-feet. Fifty percent of the total parking area is 1,058,508 square-feet. The project proposes 1,046 trees @ 962 sq. ft. of shade, and 108 @ 481 sq. ft, which totals 1,058,508 sq. ft.)
 - e. Tree wells and planters located throughout the project site that are subject to vehicle parking shall provide for a minimum of two feet of vehicle overhang without damaging plant materials.

- f. Details of the diamond shaped tree wells illustrated throughout the project site parking areas shall be reviewed and approved by the Community Development Department, Planning Division to ensure the planter is large enough to provide for the healthy growth of the tree, to protect the tree from vehicle damage, and to ensure that the adjacent parking stall dimensions meet the City's parking standards. Details shall be reviewed and approved prior to inclusion within the site improvement and grading plans.
 - g. Revisions to approved landscape plans shall be approved by the Community Development Department, Planning Division prior to installation of any plant materials.
14. Project Fencing: All project fencing/wall material shall be reviewed and approved by the Community Development Department, Planning Division.
 15. Concrete Curbing: A six-inch wide by 12-inch high (minimum) concrete curb with two continuous #4 rebar shall be constructed around all landscape planters. A six-inch portion of the curb shall extend above the pavement grade with a 1-1/2 inch batter. The corners above the surface shall be rounded 1/4-inch radius. Curb is not required where pavement abuts a concrete surface (matching grade), fence, or wall.
 16. Utility Companies: The applicant is responsible for contacting all appropriate utility companies to obtain agreements for extension and/or relocation of services necessary for the proposed development.
 17. Reference Points: Place or expose all property corners necessary as reference points for the construction of the development.
 18. Signs: AS PROVIDED BY PLANNED DEVELOPMENT PCD-05-09.
 19. Photometric Plan: AS PROVIDED BY PLANNED DEVELOPMENT PCD-05-09.
 20. Lighting Fixtures: AS PROVIDED BY PLANNED DEVELOPMENT PCD-05-09.
 21. Project exterior lighting: AS PROVIDED BY PLANNED DEVELOPMENT PCD-05-09.
 22. The street lighting system, parking lot lighting, and building exterior lighting shall utilize automatic shutoff or motion sensors.
 23. Vesting Tentative Subdivision Map: Final approval of the project site plan requires the approval and finalization of the associated vesting tentative subdivision map SDV-05-06. The City cannot issue building permits for the construction of structures that may cross existing property lines.
 24. Finalization: All conditions of approval for individual buildings and associated parking fields shall be completed prior to finalization or occupancy of the structure(s).
- C. Public Works Department Site Plan Conditions (P.W. Memo, dated March 1, 2007):**
1. Off-street pavement surface drainage shall be as follows: Minimum cross-slope on asphalt concrete is 2% or concrete is 1% with a maximum of 5%. Concrete valley or curb gutters shall have a minimum slope of 0.25%.
 2. Provide one City Standard Refuse/Recycling Enclosure for each pad as follows:
 - a. Retail less than 5,000 square feet install a medium refuse/recycling enclosure;
 - b. Retail 5,000 to 20,000 square feet install a large refuse/ recycling enclosure.Location of the enclosures shall be approved by the Public Works Department on the site plans for each building. Each trash enclosure shall be situated so that refuse trucks do not have to back up to exit the location of the enclosure.
 3. Delivery truck turning movements shall be submitted to the Public Works Department for review and approval prior to the submittal of final improvement plans for the site.

4. Prior to the issuance of a building permit the following shall be submitted by the developer and approved by the Public Works Department:
 - a. On-site grading and drainage plan;
 - b. Storm drain plan accompanied by calculations for peak flows, total runoff, basin and pipe sizes. All design shall be in accordance with City of Manteca Storm Drain Standards;
 - c. On-site utility (sanitary sewer, water and storm drainage) plan;
 - d. Stormwater Pollution Prevention Plan.

Improvement plans for the improvements specified above and storm drain calculations shall be prepared by a Registered Civil Engineer.

5. Prior to the issuance of a building permit the following shall be completed by the Developer and approved or accepted by the City Council:
 - a. An agreement with the City to construct any public improvements specified above. The agreement will require posting a Performance Bond in the amount of one-hundred percent (100%) and a Labor-Material Bond in the amount of fifty percent (50%) of the engineer's estimated cost to construct said public improvements.
 - b. Grant of Easement for public utilities.
 - c. Property owner shall enter into an agreement with the City agreeing to maintain the onsite drainage treatment system(s) in accordance with the manufacturer's recommendations and the requirements of the State Water Resources Control Board. Said agreement shall be prepared by City.
6. Developer shall pay all costs of closing Quintal Road to public access if closure is necessary.

D. Public Works Department Vesting Tentative Subdivision Map Conditions (P.W. Memo, dated March 8, 2007):

1. All improvements associated with subdivision construction shall be installed by the Developer to the City of Manteca requirements and standards. Improvement plans shall be submitted to the City Engineer for approval.
2. Developer shall provide easements, requested by the respective utility companies, within the subdivision and shall show said easements on the final map.
3. Access rights to and from Union Road and Atherton Drive shall be relinquished to the City of Manteca, except at approved access openings.
4. All existing overhead utilities fronting or within the subdivision shall be underground.
5. Lot "A" :
 - a. Lot "A" shall be designated a reciprocal ingress-egress access easement for the benefit of Lots 1 through 30.
 - b. Lot "A" shall be designated a utility easement for the benefit of Lots 1 through 30.
 - c. Lot "A" intersections shall have turning radius sized to accommodate truck turning movements without crossing over into opposing lanes to turn.
6. Streets
 - a. Developer shall provide a scaled/detailed truck route with the truck turning template overlaid on the site plan for all delivery points. This shall include the public intersections and the maneuvering area at the loading docks. This shall also include for use by STAA trucks.
 - b. Provide a typical truck detail for each turning template. All trucks shall begin and end the turn in the appropriate lane, per the Highway Design Manual.
 - c. Atherton Drive:

8. Water:

- a. All water mains within the development shall be constructed to City Standards.
- b. City owned and maintained water mains within the development shall be located within an easement granted to the City
- c. Install backflow prevention devices at each domestic water service entrance, on-site fire hydrant(s) water service entrance, and fire sprinkler system water service entrance serving this site in accordance with City Standards.

9. Storm Drainage

- a. All improvements shall comply with the City of Manteca 2006 Storm Drain Master Plan and the City of Manteca Standard Plans and Specifications.
- b. The maximum storm drainage volume discharged from this development to the Antigua storm drainage basin is 12.13 acre-feet.
- c. The remaining area storm drainage from this development shall be percolated on site or placed in a detention basin or storage area discharging to the Woodward Avenue storm drain trunk line, subject to the satisfaction of the Public Works Director. The Woodward Avenue storm drain line is not complete; therefore, discharge shall be into the South San Joaquin Irrigation District's (SSJID) irrigation lateral that parallels along the north side of Atherton Drive. The storm water storage system shall be sized per the City of Manteca 2006 Storm Drain Master Plan Update.
- d. The storm water storage system shall be designed with telemetry controlled pumped or gated discharge allowing discharge only when capacity is available in the SSJID system. The City of Manteca and SSJID shall have access to and control over the system.
- e. The telemetry system shall include installation of hardware and software to interface with the City's Supervisory Control and Data Acquisition (SCADA) system.
- f. A preliminary storm drain plan shall be submitted to the City Engineer for approval prior to final improvement plan submittal. The plan shall be accompanied by calculations for peak flows, total runoff, pipe sizes, and retention basin volume. Also include evidence of groundwater depth. All design is to be in accordance with the City of Manteca Storm Drain Master Plan.
- g. Prior to construction activity on project, the Developer shall meet the requirements of the National Pollution Discharge Elimination System, administered by the California State Water Resources Control Board. For permit information, contact the Board at:

State Water Resources Control Board - Division of Water Quality
PO Box 1977 Sacramento, CA 95812-1977
Attn: Storm Water Permitting Section - Telephone No. (916) 341-5537
- h. Provide treatment for 85% of annual runoff per the Manteca 2006 Storm Drain Master Plan Update, Chapter 3, Section 4.5.2 Flow Based Treatment.
- i. Development must comply with the Design Standards in Chapter 6, Stormwater Quality, in the City of Manteca 2006 Storm Drain Master Plan Update. Copies of the Master Plan are available on a CD in the City of Manteca Public Works office.
- j. Property owner shall enter into an agreement with the City agreeing to maintain the onsite drainage treatment system(s) in accordance with the manufacturer's recommendations and the requirements of the State Water Resources Control Board. Said agreement shall be prepared by City.

- k. All storm drain piping shall be located within the paved street area. All storm drainage shall be drained into the basin then discharged into the South San Joaquin Irrigation District's (SSJID) Drain No. 8.
 - l. Prior to this development discharging into Drain No. 8, downstream improvements, in accordance with the Storm Drain Master Plan, may be required. The Developer shall participate in the construction and/or maintenance of downstream storm drain facilities in the manner prescribed by the City Council at the time of, or before, construction of any phase of this development.
10. South San Joaquin Irrigation District (SSJID) Facilities:
- a. The Developer shall be responsible for contacting SSJID to determine the District's requirements regarding their facilities.
 - b. As a minimum, all SSJID irrigation and drainage facilities within the street right-of-way shall be reinforced concrete pipe with rubber gaskets.
11. Fencing and walls:
- a. A Caltrans Standard Concrete Barrier Type 60 with a six (6) foot high chain link fence mounted on top shall be installed along the westerly and northerly line of the property adjacent to Union Road and State Highway Route 120 where access have been restricted by the State. The concrete barrier placement shall be per City Standard. A State encroachment permit will be required for installation of the barrier.
 - b. Streets stubbed onto undeveloped land shall have a wall or fence.
12. Landscape Maintenance District:
- a. Developer shall enter into a Maintenance agreement with the City to maintain landscaping and irrigation located within the public right-of-way.

E. Police Department Conditions

- 1. The alley/loading area between the retail stores and Street "A" and Campbell Drive shall be gated, and/or signed to restrict traffic to service and delivery vehicles.
- 2. Pedestrian walkways connecting individual buildings shall be provided to reduce pedestrian/vehicle incidents.
- 3. The developer shall coordinate with the Manteca Police Department prior to establishing on site security (patrols, video surveillance, etc.), security policies, and procedures.
- 4. The developer shall coordinate with the Manteca Police Department prior to the establishment of outdoor entertainment venues to determine permitting process and requirements. (Example, outdoor venues, exterior bathrooms, lighting, sound and related event items.)
- 5. The developer shall coordinate with the Manteca Police Department to establish an office accessible by the public to provide security assistance, and capable of temporary holding of shoplifters and criminal violators. This office shall also provide for police department officers to do reports or use as a temporary work area.
- 6. The developer shall coordinate with the Manteca Police Department to establish designated non-emergency parking throughout the site to allow public safety personnel to park their vehicles legally and walk the shopping complex.
- 7. The developer shall coordinate with the Manteca Police Department prior to the placement of "public art" including murals to ensure that the attraction does not unintentionally introduce a safety hazard or conversely to direct eyes to a location to prevent crime.
- 8. Bus Stops and Taxi Stands shall be pre-determined and approved by the Police Department and Public Works Department Traffic Division to ensure convenient and safe locations.

F. Fire Department Conditions (memo dated January 6, 2006):

1. Site Address: Building address numbers shall be plainly visible from the street fronting the property. Said building address numbers shall contrast with their background.
2. Fire Department Access:
 - a. All roads around the complex and around each building, or group of buildings within this project shall be designated Emergency Vehicle Access Lanes. A minimum of 20-feet of unobstructed width shall be maintained at all times and an unobstructed vertical clearance of not less than 13 feet 6 inches.
 - b. Provide adequate turning radius in accordance with City of Manteca Standards (minimum of 28-foot turning radius).
 - c. Provide red painted curbs with white lettering, or signs stating "No Parking-Fire Lane" which shall be posted every 30 feet or at approved locations. Signs shall be visible from 100 feet or as directed by the Fire Chief.
3. Fire Hydrants: Plans and specifications for fire hydrant systems shall be submitted for review and approval prior to construction.
 - a. Fire hydrants shall be installed on a minimum 8-inch looped water main.
 - b. Fire hydrants shall be installed around all buildings at a maximum spacing of 300 feet in accordance with the City of Manteca Standards and California Fire Code. Corners should be utilized for hydrant locations when possible.
 - c. Hydrants subject to vehicular damage shall be protected in an approved manner and not be obstructed by vehicles or other obstructions.
 - d. Provide 15 feet of clearance on either side of fire hydrant from stopped or parked vehicles.
 - e. Additional fire hydrants may be required to meet the minimum spacing requirement of hydrants within 90 feet of Fire Department Connections, (FDC) for Fire Sprinkler Systems.
 - f. The on-site fire protection system (fire hydrants and associated water mains) shall be installed prior to the issuance of building permits. Exception: A temporary water source may be provided during construction of foundation and non combustible materials.
4. A minimum of Class 200 is required for fire sprinkler system underground piping. Minimum Class 150 required for underground piping for hydrant system.
5. Fire Suppression Systems: All buildings in excess of 6,000 square feet must be protected by an approved monitored automatic sprinkler system in accordance to NFPA 13, CFC, CBC, and Manteca Municipal Code Section 15.24.

All buildings between 3,000 and 5,999 square feet must be protected by a monitored automatic heat/smoke detection system in accordance to NFPA 72, CFC, CBC, CEC and Manteca Municipal Code Section 15.24 sec. 1520. Exception: Buildings protected by an automatic fire sprinkler system.
6. Fire Suppression Approval. Plans and specifications for fire suppression systems shall be submitted for review and approval prior to construction. If work differs from approved plans, a set of "as built" shall be submitted to the Fire Department prior to final inspection.
7. Inspections. Fire protection systems (fire hydrants, water mains, etc.) shall be installed, tested and approved by the City prior to the issuance of any building permits. The Fire Department shall witness all system and acceptance tests. Please provide 24-hour notice prior to any system or acceptance tests.
8. A Fire Department approved "key lock box" shall be properly installed near the main entrance to each building and contain the necessary keys to assure access to all service area. Contact the Fire Prevention Division for specific details.

9. All above ground gas meters, regulators, and piping exposed to vehicular damage shall be protected in an approved manner.
10. Trash enclosures/dumpsters shall not be allowed within 5 feet of any combustible walls, openings, or combustible roof eaves, unless protected by an automatic fire sprinklers.
11. When plans are generated digitally, provide digital copy of plans in .DWG format (2000 version or better) prior to inspection notification. Copy may be on disk or E-mail to rsutton@ci.manteca.ca.us.

G. South San Joaquin Irrigation District (memo dated February 8, 2007):

1. Any proposed disposal of storm water that will ultimately discharge into District facilities shall conform to the District's current policy relative to storm drainage. Hydraulic calculations and plans for proposed storm system shall be provided to the District for review and approval and shall conform to the approved Storm Drainage Master Plan and Storm Drainage Agreement between the District and the City.
2. All District irrigation and drainage facilities which are determined by the District to be affected by the proposed development, shall be replaced with rubber gasket reinforced concrete pipe and shall be relocated, if necessary, to District approved locations. Facilities determined to be affected by this development include Lateral "Ya" and an agricultural pump and well site referred to as Pump #86 (Harnden Well). Developer shall comply with District requirements in regards to the abandonment of the well site.

Further, hydraulic calculations to determine pipe size will be required for any design changes or relocations that are proposed on District facilities. In accordance with District standards, construction on District facilities is not allowed between February 15th and October 15th of any given year. As such, plans for pipeline improvements need to be received no later than mid-July (3 months before the end of water season), so that all construction work can be completed during the provided window period.

3. All improvements to the District facilities shall comply with the District's current standards, drawings, and policies. The developer shall enter into the necessary agreements, permits, etc., required by the District for construction of District facilities.
4. District facilities within the development, or impacted by the development, which provide storm water drainage or irrigation spill functions, shall not be abandoned, relocated, or replaced, unless alternate provisions are made to handle such drainage in accordance with District approval.
5. The property owner and/or developer shall execute Irrigation Service Abandonment Agreements and provide for the removal of irrigation and drainage facilities and structures on property no longer requiring irrigation service. The method of abandonment and extent of such removal shall be determined by District.

Private irrigation facilities and easements shall be provided for private use to accommodate property that will still be using District water to irrigate adjacent to the development. The proposed connection of any such private facility to District facilities shall be approved in advance by the District.

6. Easements for all District facilities shall be dedicated on current District forms. Additional easements shall be dedicated for access to all manholes and control structures. All District easements shall be shown on the final map together with the District's standard acknowledgment. Easements for pipelines shall be a minimum of 30 ft. in width.

A title report shall be provided to the District for its use in the preparation of all required documents to ascertain if the District has a fee interest within the proposed development. Based upon review of District files it has been determined that the District does own several strips of land (comprising approximately 1.24 acres) lying adjacent to this proposed development. As such, the developer will not be able to include this as part of their development unless they obtain title from the District in accordance with District policy. The acquisition of fee interests shall

conform to the specific terms and conditions approved by the District's Board of Directors for this proposed development project on June 28, 2005 and March 28, 2006, respectively.

7. Improvement plans for both off-site and on-site improvements shall be submitted for review and approval by the District's Board of Directors. Prior to plan submittal, the developer shall submit a retainer for plan check and inspections required for the project in accordance with the current established fee schedule.
8. Upon completion of the project, the developer shall provide one complete set of "As-Built" drawings to the District for its future use.
9. The following statement shall be affixed or otherwise included within the approved development plans: "SSJID has adopted time limits limiting the period of its approval should the landowner/developer fail to substantially complete his development project in a timely manner and as per approved development plans."
10. These time limits adopted by SSJID are in most cases equal to those utilized by the governmental agency or institution responsible for development approvals. Should the time limit be exceeded, SSJID reserves the right to then apply any of its current development standards and requirements."
11. Furthermore, the District reserves the right to apply additional conditions if development does not occur within one (1) year of the Planning Commission's approval.

H. Parks and Recreation Department (comments received February 14, 2007):

1. The following trees are known to have problems: Contact Parks and Recreation for appropriate alternative trees.
 - a. Fruitless Sweetgum (assuming this is Liquidambar) - aggressive and shallow root system.
 - b. Aristocrat Pear - fireblight is very present in Manteca and this pear variety has been hard hit.
 - c. Raywood Ash - once again very aggressive and shallow root system.
2. Landscape and Irrigation plans for individual buildings shall include landscaping and trees to buffer the mass of the buildings structures and separate building from parking lot. The intent is to "maintain the human scale" and "use landscaping to enhance the warmth and character of the spaces" as indicated in the Objectives 2.01 of the Development Design Standards. This can be done with due consideration for building identification and business signage.
3. Landscaping and trees on street ROW along Union Road and Atherton Drive shall be included in a Maintenance agreement.
4. Entry point and lane trees shall be planted in larger sizes (24-inch to 48-inch box) to maximize immediate impact.
5. Site Utility Plans shall be designed to avoid placing utilities under tree rows by providing 10' of clearance. Locate South San Joaquin Irrigation District pipeline along Atherton Drive outside of the street landscaping area to allow for minimum clearance between pipeline and trees as required by SSJID.
6. Existing trees over six inches in trunk diameter, measured four and one-half feet above ground level (DBH), shall be retained or replaced in accord with Manteca Municipal Code section 17.19.060.
7. Each tree shall be provided with a root barrier that will force the root system downward.
8. The developer's landscape architect shall consult with Parks and Recreation Arborist staff to refine and finalize a plant material list and review details of required landscape and irrigation standards.

ACKNOWLEDGEMENT OF TERMS AND CONDITIONS

The City reserves the right to withhold the finalization of the structure(s) and/or terminate City utility service (shut off water and sewer) until all conditions of the City approved site plan have been completed. Please contact the Community Development Department if you are unable to complete the site plan improvements prior to occupancy of the project.

For information on fees associated with the project see Exhibit H of the Development Agreement between the City of Manteca and Manteca Lifestyle Center, LLC Regarding Development of a 72-acre site.

I, as the site plan applicant, or authorized agent for the site plan applicant, have read and understand the conditions of approval and requirements for this development project and the associated development fees. I, further, understand that this site plan runs with the ownership of the land and any transfer of ownership must include all uncompleted site plan requirements. I, hereby acknowledge all conditions and requirements of the site plan approval.

Date

Authorized Signature



City of Manteca
Community Development Department
Planned Development Conditions
Promenade Shops at Orchard Valley

March 13, 2007

Project File No: Planned Development No. PCD-05-09
Project Name: Promenade Shops at Orchard Valley
Project Address: 1490 South Union Road

The following is a list of deviations from the City of Manteca Title 17 Zoning Ordinance. "The Promenade Shops at Orchard Valley Design Development Standards" (DDS) is incorporated by reference into this list of conditions. The Site Plan conditions of approval for the Promenade Shops at Orchard Valley project (SPC-05-21) are listed separately as the "Promenade Shops at Orchard Valley Development Review Conditions." Project approval is also based on Environmental Impact Report Mitigation Measures, a Development Agreement, and development under the approved architectural site plan (Jan. 19, 2007) including building sizes, configurations, locations, and use.

1. The maximum height of the buildings, illustrated upon the Promenade Shops at Orchard Valley site plan dated 01/19/2007, shall be as listed in the following table or less:

Maximum Building Height, C-G Zoning	
Current Regulation	Proposed Regulation
3 stories 35 feet	Anchor Retail 3 stories 60 feet Anchor Restaurant 2 stories 50 feet Anchor Tenant 3 stories 60 feet Retail Shops 2 stories 40 feet Restaurants 2 stories 50 feet Cinema 2 stories 75 feet Major Retail 3 stories 50 feet Office / Retail 5 stories 90 feet Hotel 7 stories 100 feet

2. Development of the shopping center shall remain in substantial compliance with the Architectural Site Plan dated January 19, 2007, and the "The Promenade Shops at Orchard Valley Design Development Standards".
3. No variations to the proposed buildings, including approved elevations, height, floor area, colors, and materials shall be allowed if found by the Community Development Director to be inconsistent with the approving findings for the Planned Development.
4. The maximum lot coverage for this planned development shall be calculated against the acreage of the entire planned development project site (72-acres) rather than the individual parcel a structure occupies.

5. The floor area ratio (FAR) for this planned development shall be calculated against the acreage of the entire project site (72-acres) rather than the individual parcel a structure occupies.
6. The minimum lot sizes shall be, as proposed on Promenade Shops at Orchard Valley Vesting tentative subdivision map dated February 9, 2007.
7. A minimum of 17.6% of the overall project site and 26% of the parking area shall be landscaped in accordance with the findings approving the planned development.
8. Outdoor storage shall be limited to the Temporary Outdoor Merchant Display, Merchant/Community Overlap, Bass Pro Special Events, and Bass Pro Display, as identified on page 3.04 "Site Plan – Special Use Areas" in the DDS and under the following conditions:
 - a. The outdoor exhibition and/or display of retail goods, agricultural produce and arts and crafts goods, covered and uncovered, shall be allowed and may include recreational vehicles and equipment in the areas identified as Bass Pro Special Events, and Bass Pro Display only.
 - i. Large retail goods, such as recreational vehicles, may not have multiple inventory of the same item on display unless they conform to the provisions for Outdoor Storage as defined in MMC §17.09.090.
 - ii. Events or displays within the Bass Pro display area that occupies the parking area shall be limited to major promotional, charitable, public, non-profit, or similar events. Events shall be subject to the approval of the City Manager and/or Community Development Director.
 - iii. Height shall be limited to the physical dimensions of the item being displayed.
 - b. Pushcarts and/or kiosks are independently contained, self sufficient sales units. Up to 25 shall be permitted in the pedestrian areas along the main interior corridor only, and shall be placed such that traffic flow is maintained and access for persons with disabilities, fire and security access, and emergency egress are not be impeded.
 - c. The outdoor exhibition and/or display of retail goods in designated areas other than identified in section a and b above shall be limited to merchandise sold within the adjacent business, and limited to major promotional, charitable, public, non-profit, or similar events. Events shall be subject to the approval by the City Manager and/or Community Development Director.
9. Exterior Lighting General Requirements:
 - a. Exterior Lighting shall be in substantial compliance with Section 7 – Lighting Design in the DDS.
 - b. Except as noted below, lighting at any location within the Lifestyle Center PD shall be a minimum maintained value of one foot candle (FC) measured at the ground plane and shall not exceed an average value of three foot candles.
 - i. Public parking areas designed to accommodate ten or more vehicles in other than vehicle sales areas shall provide a minimum lighting level of one FC average maintained illumination and no more than three FC of average maintained illumination on the parking surface during the hours of use between one-half hour before dusk and one-half hour after dawn. Additionally, the uniformity ratio (also referred to as "contrast ratio", or a comparison of maximum to minimum lighting levels in any given area) of parking field lighting shall be no more than 10:1 (exceeding the Illuminating Engineering Society of North America standards for uniformity by 50%). The parking lighting is designed to also be 50% more stringent than the IESNA recommended levels for "enhanced security".
 - ii. Project Outer Ring Road lighting and Entry Drive lighting (with the exception of intersections) shall be developed to the same requirements of the public parking areas cited above. Intersection may have lighting levels no greater than 10 FC average maintained intensity.

- iii. Traffic intersections inside of the Project's Outer Ring Road shall provide a minimum lighting level of 2 FC maintained and no more than 5 FC maintained measured at the ground plane.
- iv. Any parking area illumination, including security lighting, shall limit glare (light that causes visual discomfort or disability) from site lighting poles to IESNA (Illuminating Engineering Society of North America) semi cut-off designation.
- c. Luminaries aimed in an upward direction shall be concealed or so positioned as to screen the light source from adjacent property.
- d. Floodlighting, uplighting, or spotlighting of architecture, graphics or natural features shall be so arranged as to avoid light trespass onto adjacent properties or rights of way.
- e. Maximum parking lot pole height identified as S1 and S2 in the DDS shall be no taller than 35' - 0" above grade.
- f. Maximum decorative light pole height identified as PS1 in the DDS shall be no taller than 17' - 0" above grade.
 - i. Ornamental and pedestrian scale walkway lighting shall be comprised of standard, pole, bollard and wall mounted luminaries.

10. Unless otherwise specified in this Sign Program, all applicable portions of the City of Manteca Municipal Code, Chapter 17.17 (Signs), shall be enforced.

- a. A sign permit and a building permit shall be required from the Community Development Department for each sign.
- b. The appearance of all signs shall be subject to review and approval by the Community Development Department, Planning Division for consistency with the design elements and concepts provided in the Promenade Shops at Orchard Valley Development Design Standards (DDS); In particular Concepts for Environmental Graphics on page 6.01 & Concepts for Architecture page 4.01.
- c. Generally signs shall be of a high quality providing an enhanced appearance and/or architectural appearance. Quality materials, method of attachment, and method of lighting shall be considered in the design of all signs. Use of cabinet signs with changeable copy/faces shall be prohibited.
- d. The overall project aggregate sign area is based on three 75% of (3) square feet of sign area per one (1) lineal foot of frontage, for a total of 13,500 square feet as illustrated on page 6.17 of the DDS.
- e. Projecting signs or signs that extend no more than 5-feet from the surface of a building elevation shall be allowed, shall maintain a clearance of at least 10-feet below the sign, and shall not overhang/cross property lines.
- f. The number and size of electronic display signs consistent with Manteca Municipal Code section 17.17.090 F, shall be subject to review and approval by the Community Development Director. Any electronic displays intended to be viewed from Highway 120 shall obtain approval from the California Department of Transportation.

g. Shopping Center Identification Signs (CC):

Type	Location	Number	Height	Area	Appearance
Freestanding Freeway-Oriented (CC)	Consistent with sign CC on page 6.03 of the DDS	1	50'	200 sq. ft. per face. Consistent with sign CC on page 6.05 of the DDS	Consistent with sign CC on page 6.04 of the DDS
Freestanding (CC)	Union Road (Promenade Way), Atherton Drive (Street "A"). 750-foot separation.	1 each location, for total of 2	40'	200 sq. ft. per face.	Consistent with sign CC on page 6.04 of the DDS

*Planned Development Conditions
Promenade Shops*

h. Entrance Monument Signs (A), (N), & (NN):

Type	Location	Number	Height	Area	Appearance
Monument	Corner of Union and Atherton	1	16'	75 sq. ft.	Consistent with sign A on page 6.06 & 6.08 of the DDS
Monument	Flanking vehicular Entrances as specified on page 6.03 of the DDS	9	16' – 6"	3 sq. ft. per face. Consistent with sign N & NN on pages 6.07 & 6.08 of the DDS	Consistent with sign N & NN on page 6.07 of the DDS

i. Cinema Signs:

Type	Location	Number	Height	Area	Appearance
Wall Sign	Wall	2	Not to exceed height of building	350 sq. ft.	Shall be consistent with DDS Concepts for Environmental Graphics 6.01 & Concepts for Architecture 4.01
Marquee	Wall	2	Same	To be determined by the Community Development Director during review of the marquee at the design level.	Same, as above. May include electronic display of current films. Not intended to be viewed from Hwy 120 or Atherton Road.
Freestanding Freeway-Oriented	To be determined by the Community Development Director during review of the sign at the design level.	1	50'	200 sq. ft. per face.	Consistent with sign CC on page 6.04 of the DDS

j. Anchor Tenant (West) Signs:

Type	Location	Number	Height	Area	Appearance
Wall Sign	Wall	1 per façade, total of 4	Not to exceed height of building	250 sq. ft.	Shall be consistent with DDS Concepts for Environmental Graphics 6.01 & Concepts for Architecture 4.01
Freestanding Freeway-Oriented	To be determined by the Community Development Director during review of the sign at the design level.	1	50'	200 sq. ft. per face.	Consistent with sign CC on page 6.04 of the DDS

k. Anchor Tenant (Bass Pro Shops) Signs:

Type	Location	Number	Height	Area	Appearance
Wall Sign	As illustrated on page 4.04 of the DDS	As illustrated on page 4.04 of the DDS	Not to exceed height of building	6,000 sq. ft. aggregate.	Shall be consistent with DDS Concepts for Environmental Graphics 6.01 & Concepts for Architecture 4.01
Freestanding Freeway-Oriented	To be determined by the Community Development Director during review of the sign at the design level.	1	50'	200 sq. ft. per face.	Shall be substantially consistent with sign DD on page 6.04 of the DDS
Flag Pole	Roof Mounted	1	37' from base of pole	No limit	As illustrated on page 4.04 of the DDS. No advertising.

I. Tenant Signage:

Type	Location	Number	Height	Area	Appearance
Major Tenants and Tenants at/or greater than 20,000 square feet					
Wall Sign	As illustrated on page 4.02 & 4.03 of the DDS	1 per façade, 3 per tenant	Not to exceed height of building	250 sq. ft. aggregate. 110 sq. ft. max. per sign.	Shall be consistent with DDS Concepts for Environmental Graphics 6.01 & Concepts for Architecture 4.01
Tenants at 10,000 to 20,000 square feet					
Wall Sign	same	same	Same	225 sq. ft. aggregate. 100 sq. ft. max. per sign.	Same
Tenants less than 10,000 square feet					
Wall Sign	Same	Same	Same	200 sq. ft. aggregate. 85 sq. ft. max. per sign.	same

m. Additional Tenant Signage: Each tenant described in section (m) may have the following secondary signage:

Type	Location	Number	Height	Area	Appearance
Wall or canopy/awning mounted	Located in the vicinity of the entry	1 per entry	Not to exceed height of building	30 SF maximum	Shall be consistent with DDS Concepts for Environmental Graphics 6.01 & Concepts for Architecture 4.01
Canopy / awning signage	canopy/awning	1 per canopy/awning	Same	20 SF maximum	Same
Storefront signage - Surface applied	Contained within storefront window	1 per storefront bay/module	N/A	5 SF maximum	Same
Blade Signs	Under Awning	1 per entry	Minimum under sign 8 - feet	5 SF maximum	Same

Temporary signage (90 days or less) occurring behind tenant storefront as part of a window display shall not be restricted to signage controls as defined herein. Graphics and signage providing environmental information such as store hours, conforming to code, and ADA requirements shall not contribute to the area restrictions described herein.

n. Directional Signs C, D, & E: Shall not count toward shopping center aggregate.

Type	Location	Number	Height	Area	Appearance
Pole for Pedestrians	As specified for sign C on page 6.03 of the DDS	9 poles, with 4, 2 sided panels.	11'	Approximately 3 sq. ft. per panel face.	Consistent with sign C on page 6.12 of the DDS.
Monument for Pedestrians	Consistent with sign D on page 6.03 of the DDS	4	8'	24 sq. ft. per face	Consistent with sign D on page 6.13 of the DDS
Traffic / Vehicular Movement Signs	As required for directing traffic (Yield, Stop, etc.) and in conformance with state regulated signage	As needed	As required by law.	As required by law.	Consistent with signs illustrated on page 6.14 of the DDS.
Monument for Autos	Consistent with sign E on page 6.03 of the DDS	9	8' - 5"	24 sq. ft. per face	Consistent with sign E on page 6.11 of the DDS

*Planned Development Conditions
Promenade Shops*

- o. **Architectural Feature Signs:** Signage incorporated into the design of architectural features such as water fountains, water features, towers, windmills, archways, campaniles, amphitheatres, paseos, and murals. Shall not count toward shopping center aggregate.

Type	Location	Number	Height	Area	Appearance
Welcome Archway	As specified for sign M on page 6.03 of the DDS	2	24'	As illustrated on page 6.09 of the DDS	As illustrated on page 6.09 of the DDS
Paseo Archway	As specified for sign H on page 6.03 of the DDS	1	24'	As illustrated on page 6.10 of the DDS	As illustrated on page 6.10 of the DDS
Building Murals	As specified for sign U on page 6.03 of the DDS	2	N/A	N/A.	Per the approval of the Community Development Director.
History Plaques, Storyboards and Paving Concepts	As specified on page 6.16 of the DDS	N/A	N/A	N/A.	Consistent with concepts provided on page 6.16 of the DDS

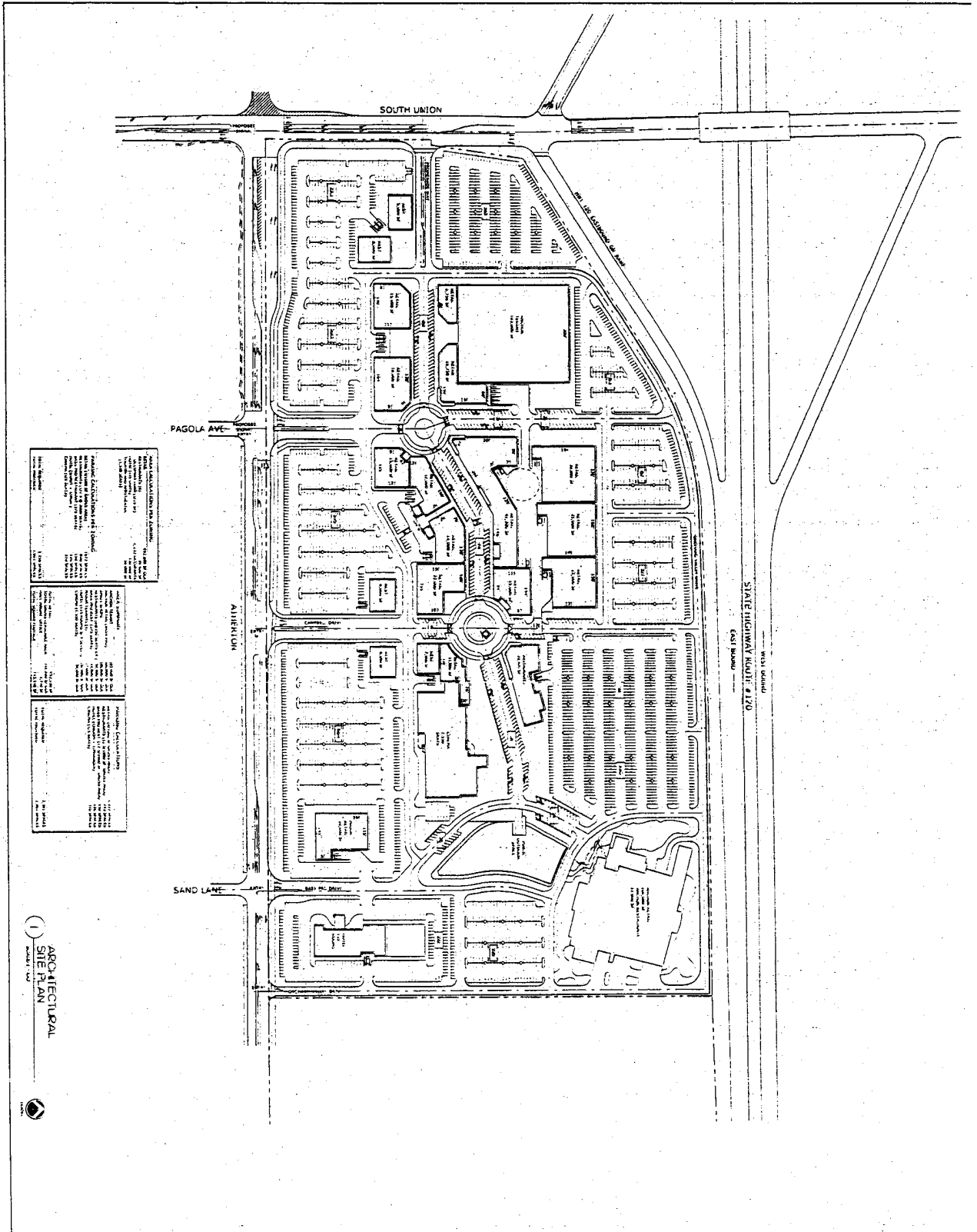
- p. **Specialty Identification Signs:** Shall be limited to Promenade Way between Orchard Valley Drive and the Pond/Water Feature. Shall not count toward shopping center aggregate.

Type	Location	Number	Height	Area	Appearance
Banners	Light Poles.	75	17'	As illustrated on page 6.15 & 7.11 of the DDS	As illustrated on page 6.15 & 7.11 of the DDS
Banners	Building or Pole Mounted	1 per block	No higher than supporting building or pole.	35 SF maximum each face	Shall be consistent with DDS Concepts for Environmental Graphics 6.01 & Concepts for Architecture 4.01
Zones of Activity	Building Mounted	2 per zone *	25'	150 square feet	Same
Service Court Signs	Building Mounted	1 per court	10'	10 square feet	Same

* A zone categorizes an area with two (2) or more tenants of the same nature or activity (i.e. two (2) or more restaurants, etc.) Maximum number of zones ten (10). Minimum 200' separation between all zone signs.

- q. **Construction Signage:** Shall be limited to the period of construction (between issuance of building permit and certificate of occupancy). Signage shall be limited to content related to the project including but not limited to advertisement for tenants, owners, banks, developers, contractors, architects and design consultants, realtors and leasing information.

Type	Location	Number	Height	Area	Appearance
Freestanding, movable, and/or wall mounted.	To be determined by the Community Development Director	1	51'	750 sq. ft.	To be determined by the Community Development Director
Same	Same	4	35'	525 sq. ft.	Same
Same	Same	5	25'	375 sq. ft.	Same
Trailer	Same	N/A	N/A	N/A	Same
Freestanding Temporary Shopping Center Identification Signs.	Same. Hwy 120, Union Road, and Atherton Drive.	3	20'	200 sq. ft.	Same



GENERAL NOTES	
1. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE CALIFORNIA BUILDING CODES AND ALL APPLICABLE ORDINANCES.	2. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE LOCAL JURISDICTIONS.
3. ALL UTILITIES SHALL BE DEPTH MARKED AND PROTECTED PRIOR TO CONSTRUCTION.	4. THE CONTRACTOR SHALL MAINTAIN ACCESS TO ALL ADJACENT PROPERTIES AT ALL TIMES.
5. ALL MATERIALS AND WORKMANSHIP SHALL BE SUBJECT TO INSPECTION AND APPROVAL BY THE ARCHITECT.	6. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL EXISTING UTILITIES AND STRUCTURES.
7. ALL CONSTRUCTION SHALL BE COMPLETED WITHIN THE SPECIFIED TIME FRAME.	8. THE CONTRACTOR SHALL MAINTAIN ADEQUATE SAFETY MEASURES THROUGHOUT THE CONSTRUCTION PROCESS.
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ARCHITECTURAL
SITE PLAN



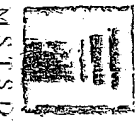
AS
101

ARCHITECTURAL
SITE PLAN

THE PROMENADE
SHOPS AT
ORCHARD VALLEY



M.S.T.S.D.
M.S.T.S.D.
M.S.T.S.D.



San Joaquin County Recorders

Gary W. Freeman
6 S. El Dorado 2nd Floor
Stockton, Ca 95202
Receipt: 0002875 *


Product	Name	Extended
3	Agreement	\$433.00
	Document # 2007-089445	
Total		\$433.00
Tender (No Charge)		\$433.00

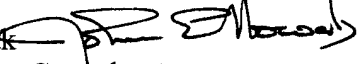
Thank You!

Thu May 10 14:49:02 PDT 2007 jand

Reviewed by
City Mgr's office: RFDA

to: Manteca City Council

1a: Kyle Kollar
Community Development Director 

From: John E. Nowak 
Redevelopment Consultant

Date: March 23, 2007

Subject: Approval of Ordinance No. 1360 adopting Development Agreement 07-01
between City of Manteca and Manteca Lifestyle Center, LLC regarding
development of 72 acre site

Recommendation:

It is recommended that the City Council waive the first reading by substitution of the title and introduce Ordinance No. 1360, approving Development Agreement 07-01 between City of Manteca and Manteca Lifestyle Center, LLC regarding development of 72 acre site.

Background:

Manteca Lifestyle Center, LLC ("Developer") is proposing to construct a Lifestyle center at the northeast quadrant of Union Road and Atherton Drive to include retail shops, including a Bass Pro Shop, restaurants, a movie theater and hotel. Among the amenities in the development will be a lake and a pedestrian oriented main street with a series of small pocket parks.

It is proposed that the City of Manteca and the Developer enter into a Development Agreement ("Agreement") to assure that a high quality project is constructed, and that certain conditions and agreements aimed at protecting the interests of both the City and Developer are formally adopted for the term of the Agreement. City staff and Special Counsel has been working with the Developer and their legal counsel over the past number of months to reach the terms contained in the proposed Agreement. The salient points of the Agreement are:

1. The term of the Agreement begins when the adopting ordinance is effective and initially lasts for 5 years. The Developer can extend the term for an additional 5 years once building construction has begun on the project.
2. The Developer agrees to construct the Project in accordance with the Planned Development and signage recommended by the Planning Commission and subject to approval by the City Council.

3. The Developer is to construct a Bass pro Shop.
4. The City agrees to hold City development fees to those in effect on April 2, 2007 throughout the term of the Agreement.
5. The City will not require additional improvements or rights-of-way from the Developer, other than those shown on the plans made a part of the Agreement.
6. The City agrees to purchase certain public improvements in accordance with the Acquisition Agreement adopted by the City Council.
7. Minor modifications to the development standards can be approved by the City Manager.
8. The Developer can submit an application to the City to create a Community Facilities District and issue bond indebtedness, which the City Manager will support.
9. A public parking lease will be entered into between the Developer and the City for use of certain parking spaces within the Project.
10. The Developer may transfer ownership of parts of the project to other qualified entities, provided that, until the project is completed, the Developer must maintain at least 51% ownership and control over the project, the total area of the pads, and the project site.

The public infrastructure improvements, form of Assumption Agreement, Development Standards, Sign Program, form of Parking Lease, and City development fees to be applied to the project are included as parts of the Development Agreement.

Staff recommends that the City Council approve Development Agreement 07-01 between the City of Manteca and Manteca Lifestyle Center, LLC regarding development of a 72-acre site as presented.

Attached: Ordinance No. 1360
Development Agreement 07-01



CITY OF MANTECA

CITY CLERK

March 23, 2007

Mark Grambergs
Poag & McEwen Lifestyle Centers
6410 Poplar Avenue, #850
Memphis, TX 38119

SUBJECT: PROMENADE SHOPS AT ORCHARD PARK

Dear Mr. Grambergs:

Please be advised the Manteca City Council will hold a public hearing on the above matter at its **April 2, 2007** meeting at 7:00 P.M., City Council Chambers, 1001 W. Center Street, Manteca, California.

Should you have any questions regarding this matter, please contact my office at 825-2332.

Sincerely,

Chris Moore, CMC
Deputy City Clerk

/cm

PUBLIC HEARING PROCEDURE LIST Promenade Shops labels

COMPLETE THE TASKS HIGHLIGHTED BELOW:

- EMAIL PUBLIC HEARING NOTICE TO NEWSPAPER - INSERT FAX TRANSMITTAL SHEET INTO FILE.
- COPY PUBLIC HEARING NOTICE (PLACE ORIGINAL NOTICE IN FILE).
- REQUEST MAILING LIST/LABELS FROM COMMUNITY DEVELOPMENT DEPARTMENT, IF NECESSARY.
- POST PUBLIC HEARING NOTICE (AND MAP IF APPLICABLE) ON BULLETIN BOARD. DATE 3-22-07
- COMPLETE POSTING AFFIDAVIT - INSERT IN FILE. DATE 3-22-07
- COMPLETE MAILING OF PUBLIC HEARING NOTICES. DATE 3-22-07
- COMPLETE MAILING AFFIDAVIT - INSERT IN FILE. DATE 3-22-07
- LETTER TO APPLICANT (IF APPLICABLE) (return to call)

ALL TASKS TO BE COMPLETED ON OR BEFORE THURS 3/22

****INSERT THIS FORM INTO THE FILE****

PUBLIC HEARING PROCEDURE LIST Promenade Shops labels

COMPLETE THE TASKS HIGHLIGHTED BELOW:

EMAIL PUBLIC HEARING NOTICE TO NEWSPAPER - INSERT FAX TRANSMITTAL SHEET INTO FILE.

COPY PUBLIC HEARING NOTICE (PLACE ORIGINAL NOTICE IN FILE).

REQUEST MAILING LIST/LABELS FROM COMMUNITY DEVELOPMENT DEPARTMENT, IF NECESSARY.

POST PUBLIC HEARING NOTICE (AND MAP IF APPLICABLE) ON BULLETIN BOARD. DATE _____

COMPLETE POSTING AFFIDAVIT - INSERT IN FILE. DATE _____

COMPLETE MAILING OF PUBLIC HEARING NOTICES. DATE _____

COMPLETE MAILING AFFIDAVIT - INSERT IN FILE. DATE _____

LETTER TO APPLICANT (IF APPLICABLE) (return to call

ALL TASKS TO BE COMPLETED ON OR BEFORE THURS 3/21.

****INSERT THIS FORM INTO THE FILE****

CITY OF MANTECA
AFFIDAVIT OF POSTING

STATE OF CALIFORNIA)
COUNTY OF SAN JOAQUIN) SS.
CITY OF MANTECA)

AFFIDAVIT OF POSTING
NOTICE OF PUBLIC
HEARING - _____

I, JOANN TILTON, declare as follows:

That I am the City clerk of the City of Manteca; that a copy of the Notice of Public Hearing before the City Council of the City of Manteca, in conjunction with locations on the subject property on the ___ day of _____, 2007 was posted on the bulletin board located at the Council Chambers, 1001 W. Center Street, Manteca, California. A copy of said Notice is attached.

I declare under the penalty of perjury that the foregoing is true and correct.

Executed on _____, 2007 at Manteca, California.

JOANN TILTON
CITY CLERK

CITY OF MANTECA

AFFIDAVIT OF MAILING NOTICE

STATE OF CALIFORNIA)
COUNTY OF SAN JOAQUIN) SS.
CITY OF MANTECA)

**AFFIDAVIT OF MAILING
NOTICE OF PUBLIC
HEARING - _____**

I, JOANN TILTON, declare as follows:

That I am the City clerk of the City of Manteca; that a copy of the Notice of Public Hearing before the City Council of the City of Manteca, was mailed to each and every person set forth on the attached list on the ___ day of _____, 2007. A copy of said Notice is attached.

Said mailing was completed by placing a copy of said Notice in a sealed envelope, with postage prepaid, and depositing same in the U.S. Mail at Manteca, California.

I declare under the penalty of perjury that the foregoing is true and correct.

Executed on _____, 2007 at Manteca, California.

JOANN TILTON
CITY CLERK

***** NOTICE OF PUBLIC HEARING ***
BEFORE THE MANTECA CITY COUNCIL**

NOTICE IS HEREBY GIVEN that a public hearing as been scheduled on **APRIL 2, 2007** at 7:00 p.m., in the City Council Chambers, 1001 W. Center Street, Manteca, California, for the purpose of hearing and receiving evidence, both oral and documentary, in support of or in opposition to the following:

- PROJECT:** **PROMENADE SHOPS AT ORCHARD VALLEY. THE PROJECT CONSIST OF AN ENVIRONMENTAL IMPACT REPORT (SCH#2005092102), TENTATIVE SUBDIVISION MAP SDV-05-06 (VESTING); DEVELOPMENT AGREEMENT DEV-07-01; PLANNED DEVELOPMENT PCD-05-09: GENERAL PLAN AMENDMENT GPA-05-07: SITE PLAN REVIEW NO. SPC-05-21 AND REZONE NO. REZ-05-06.**
- LOCATION:** **1490 SOUTH UNION ROAD
(APN'S 224-021-01, 03, 05-08, 10-13, 38 & 39**
- DESCRIPTION:** **THE APPROXIMATELY 72-ACRE PROJECT INCLUDES 750,000 SQUARE FEET OF FLOOR AREA CONTAINED WITHIN SMALL SHOPS, MAJOR RETAIL TENANTS, RESTAURANTS AND ENTERTAINMENT FACILITIES, COMBINED WITH A HOTEL. THE SHOPPING CENTER IS ESSENTIALLY AN OPEN-AIR MALL DESIGNED AROUND A "MAIN STREET" THEME. VESTING TENTATIVE SUBDIVISION MAP SDV-05-06 RECONFIGURES 12 EXISTING LOTS INTO 38 LOTS WITH SITE PLAN AND ARCHITECTURAL REVIEW TO ESTABLISH AN APPROVED SITE PLAN AND ARCHITECTURAL THEME. THE GENERAL PLAN AMENDMENT WILL CHANGE THE LAND DESIGNATION FROM CMU (COMMERCIAL MIXED USE) TO GC (GENERAL COMMERCIAL) WITH THE REZONE CHANGING THE ZONING FROM C-C (COMMUNITY COMMERCIAL), C-R (COMMERCIAL RECREATION) AND R-1 (SINGLE-FAMILY RESIDENTIAL) TO C-G (GENERAL COMMERCIAL) WITH A PLANNED DEVELOPMENT OVERLAY FOR THE ENTIRE PROJECT ESTABLISHING FLEXIBILITY IN THE DESIGN OF THIS DEVELOPMENT PROPOSAL. A DEVELOPMENT AGREEMENT IS ALSO PROPOSED TO ESTABLISH THE TERM OF THE DEVELOPMENT AGREEMENT, FIXING CITY DEVELOPMENT FEES, ALLOWING FOR A PARKING LEASE AND THE POSSIBLE CREATION OF A COMMUNITY FACILITIES DISTRICT (CFD).**

**APPLICANT: POAG & McEWEN LIFESTYLE CENTERS
ATTN: MARK GRAMBERGS
6410 POPLAR AVENUE, SUITE 850
MEMPHIS, TX 38119**

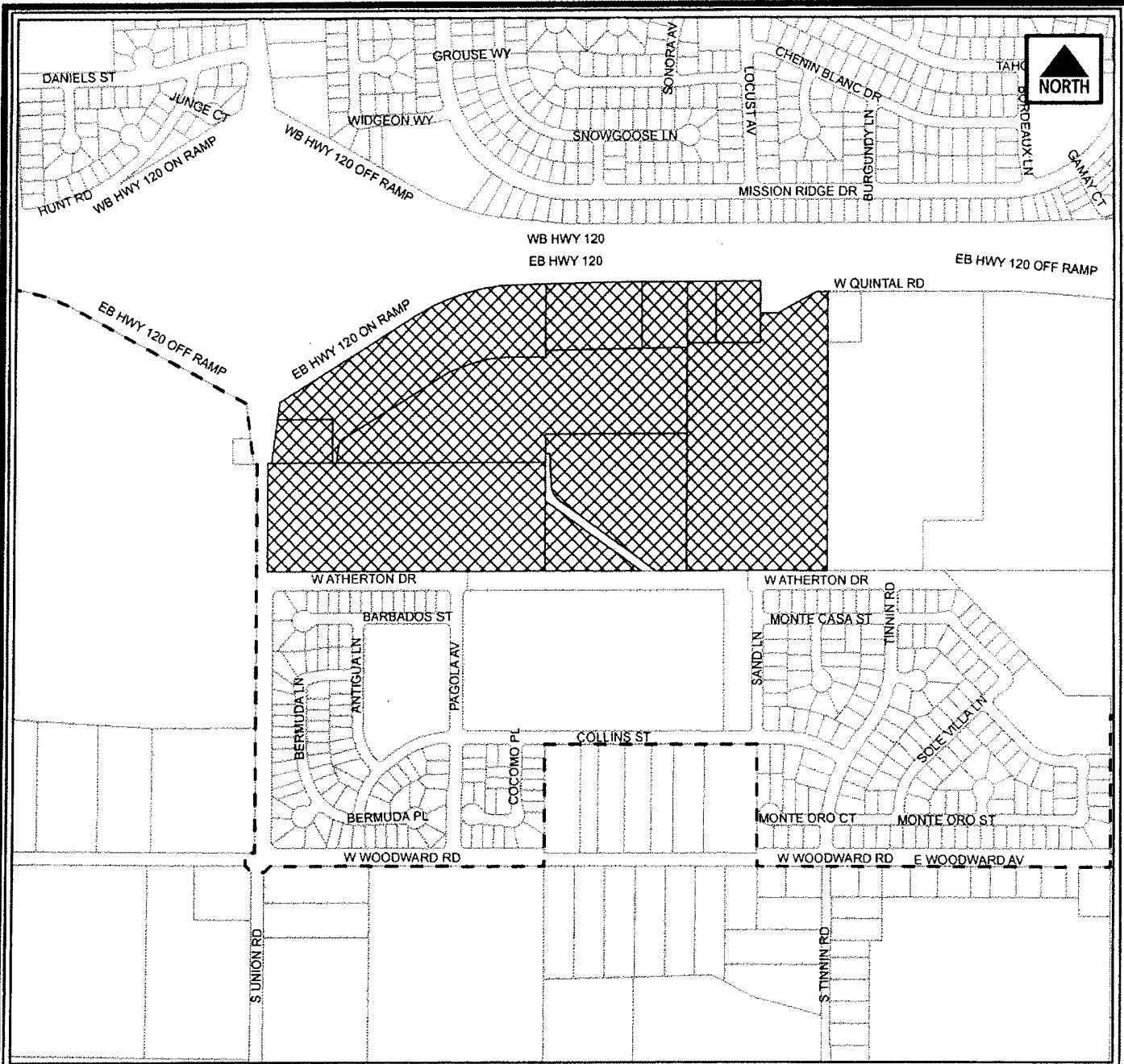
ENVIRONMENTAL REVIEW HAS RESULTED IN AN ENVIRONMENTAL IMPACT REPORT BEING PREPARED. A COPY OF THIS DOCUMENT IS ON FILE IN THE COMMUNITY DEVELOPMENT DEPARTMENT FOR REVIEW.

If you challenge the subject matters in court, you may be limited to raising only those issues you or someone else raised at the public hearing described in this notice, or in written correspondence delivered to the City Council at, or prior to, the public hearing.

ALL persons having interest in the foregoing subjects are invited to be present and submit statements orally or in writing. Further information may be obtained by contacting the City Clerk at (209) 239-8417.

A handwritten signature in black ink, appearing to read "Joann Tilton", written in a cursive style.

**JOANN TILTON, MMC
CITY CLERK**



GENERAL PLAN AMENDMENT NO. GPA-05-07

Date: March 13, 2007

Initiated by: Mark Grambergs, Poag & McEwen

Amend: From Commercial Mixed Use (CMU) to General Commercial (CG)

Acreage: Approximately 72 acres

Map Legend

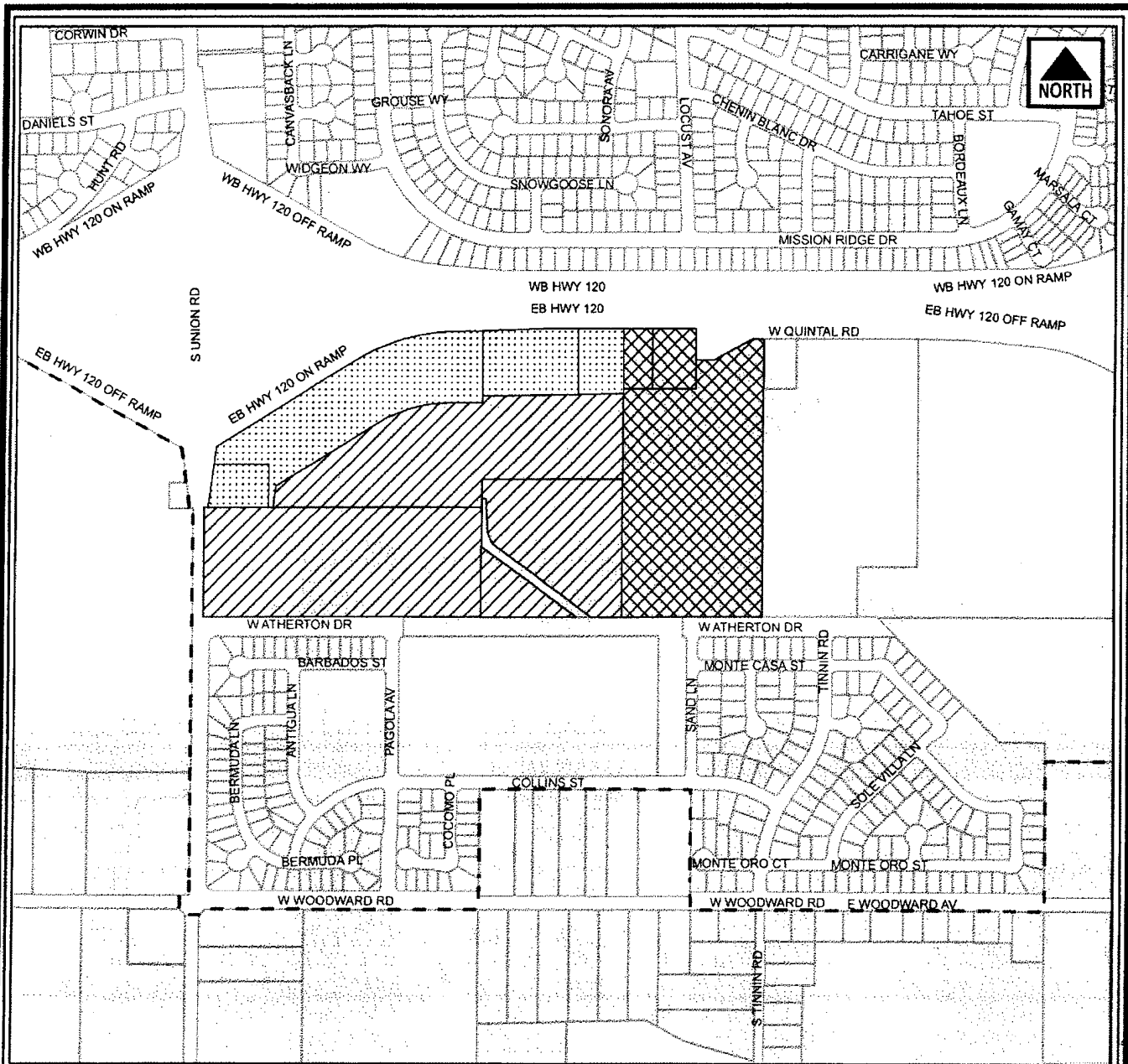
- City Limit
- Parcels
- Project Area



CITY OF MANTECA
COMMUNITY DEVELOPMENT DEPARTMENT
1001 W. CENTER STREET
MANTECA, CA 95337



Data on this map is intended for general use and informational purposes only. The City of Manteca does not warrant the accuracy, quality, or completeness of data or suitability for any particular purpose. Information on this map is not intended to replace engineering, survey, or other primary research methods.



REZONE NO. REZ-05-06

Date: March 13, 2007

Initiated by: Mark Grambergs, Poag & McEwen

Rezone: From: Community Commercial (CC), Community Recreation (CR), and Single Family Residential (R1)

To: General Commercial (CG)

Acreage: Approximately 72 Acres

Map Legend

Parcels

Rezone

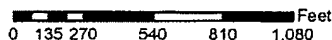
CC TO CG

CR TO CG

R1 TO CG

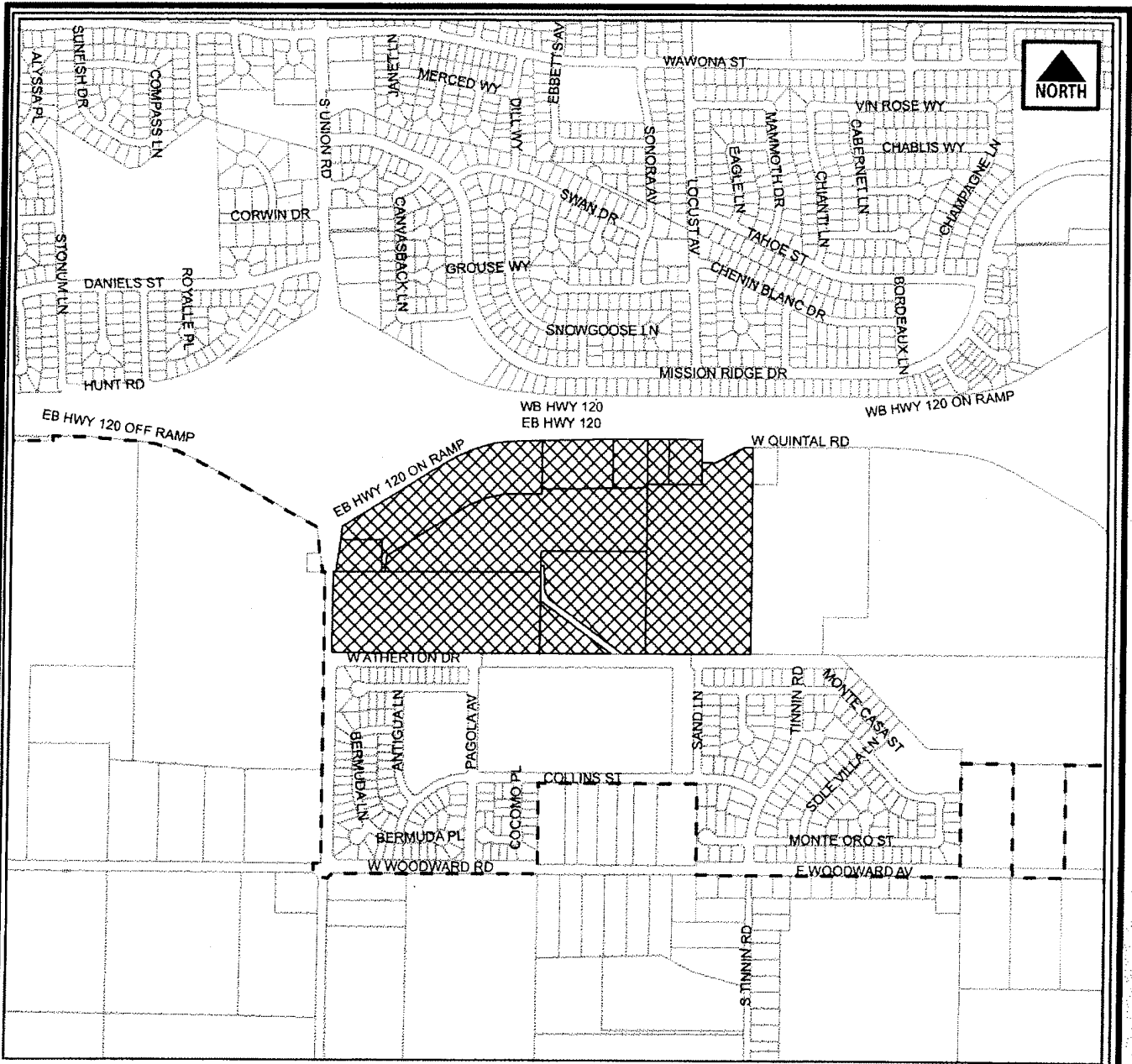


CITY OF MANTECA
COMMUNITY DEVELOPMENT DEPARTMENT
1001 W. CENTER STREET
MANTECA, CA 95337



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B:\KUH 02\21\07 E:\Planning\GIS\Zoning\Rezoning\REZ-05-06.MXD






PLANNED COMBINED DEVELOPMENT NO. PCD-05-09

Date: March 13, 2007

Initiated by: Mark Grambergs, Poag & McEwen

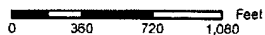
Acreage: Approximately 72 Acres

Map Legend

-  Parcels
-  City Limit
-  Project Area



CITY OF MANTECA
COMMUNITY DEVELOPMENT DEPARTMENT
1001 W. CENTER STREET
MANTECA, CA 95337



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