WHEN RECORDED MAIL TO:

JOANN TILTON, MMC
CITY CLERK
CITY OF MANTECA
1001 W. CENTER STREET
MANTECA, CA 95337

Doc #: 2010-032713
Mon Mar 08 10:01:55 PST 2010
Page: 1 of 11 Fee: $43.00
Kenneth W Blakemore
San Joaquin County Recorders
Paid By: CITY OF MANTECA

TWENTY-FIRST ADMINISTRATIVE AMENDMENT TO THE SPRECKELS PARK DEVELOPMENT AGREEMENT

THIS TWENTY-FIRST ADMINISTRATIVE AMENDMENT is entered into this 2nd day of February, 2010, by and between the **CITY OF MANTECA**, a municipal corporation organized and existing under the laws of the State of California ("City") and **ADVERB PROPERTIES**, a California Limited Liability Company ("Developer"). This Twenty-First Amendment is to that Development Agreement ("Agreement") entered into the 3rd day of November, 1997, by and between the City and AKF DEVELOPMENT, LLC, the former property owners, but is now with Petaluma Investment Properties, LLC, the Developer. City and Developer are from time to time hereinafter referred to individually as a party or collectively as the "parties."

RECITALS

A. Atherton-Kirk Development Corporation had heretofore entered into a development agreement related to the development known as Spreckels Park.

B. Atherton-Kirk Development Corporation subsequently transferred its ownership in Spreckels Park to AKF Development, LLC, a California Limited Liability Company.

C. Atherton-Kirk Development Corporation transferred some of its development rights under said development agreement to other companies and corporations who are purchasing individual lots within Spreckels Park and developing them. One such transfer of property ownership and development rights was that Parcel identified as Assessors Parcel #221-250-20, which is now owned by Adverb Properties, LLC.

D. The Agreement prohibits signage contrary to City Laws, unless otherwise provided for in the Agreement or any Amendments. Adverb Properties is requesting to be permitted to construct signage specific to the needs of this development and the corporation that sponsors the business of J.M. Equipment Company, Inc., thereby necessitating a request for an amendment to the Spreckels Park Development Agreement to provide this right only to this one specific parcel.

E. The Agreement authorizes amendments from time to time in whole or in part by mutual consent of the parties. This Twenty-First Amendment amends the original Agreement as it pertains to the types of signs permitted and/or prohibited on Parcel #221-250-20.

NOW, THEREFORE, in consideration of the promises, covenants and provisions set forth herein, the parties agree as follows:

AGREEMENT

1. The preamble, Recitals and all defined terms set forth therein as they pertain to the Project are hereby incorporated into this portion of this Twenty-First Amendment as if set forth herein in full.

2. This Twenty-First Amendment hereby amends the Agreement. However, except as this Agreement is expressly amended by this Twenty-First Amendment and the previous 20 amendments, the Agreement shall remain operative and in full force and effect.

3. Developer shall comply with the Agreement, as amended, and this Twenty-First Administrative Amendment, and all of the Conditions of Approval set forth in Exhibit D of the original Agreement and as subsequently amended, unless otherwise provided for in this Twenty-First Administrative Amendment.

4. Exhibit D of the original Agreement shall hereby be amended to include the following, but only as it relates to Assessors Parcel #221-250-20:

a. Condition 1(w) is hereby added to read:

"On Assessors Parcel #221-250-20 in Spreckels Park, Developer shall be permitted to install signs consistent with the plans included in the attached Exhibit J."

5. Developer shall be the first to sign this Twenty-First Administrative Amendment and then shall deliver this Twenty-First Administrative Amendment to the City Manager for his signature. After the City Manager signs this Twenty-First Administrative Amendment, the City Clerk shall record an executed copy of same in the Official Records of the County of San Joaquin.

IN WITNESS WHEREOF, this Twenty-First Administrative Amendment has been approved and executed by each party hereto as of the day and year shown on the notarial acknowledgment pages to this Agreement; the last date in time shall be the date appearing in the preamble to this Twenty-First Administrative Amendment.

"City"

CITY OF MANTECA

Steven J. Pinkerton, City Manager

"Developer"

ADVERB PROPERTIES, LLC

Vincent C. Victorine, Owner

APPROVED AS TO FORM:

2-1-2010

John D. Brinton, City Attorney

CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT

State of California
County of San Joaquin

On February 2, 2010 (Date) before me, Lana McBroom, Notary Public, personally appeared

Steven J. Pinkerton
(Name(s) of Signer(s))

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

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

WITNESS my hand and official seal.

Signature Lana McBroom
(Signature of Notary Public)

LANA MCBROOM
Commission # 1728077
Notary Public - California
San Joaquin County
MyComm. Expires Feb 12, 2011

Place Notary Seal Above

OPTIONAL

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

Description of Attached Document

Title or Type of Document: Spreckels Park Development Agreement

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

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

RIGHT THUMB

Signer's Name: _____

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

RIGHT THUMB

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of San Joaquin }

On January 27, 2012 (Date) before me, Lisa Diane Schimmelfennig, Public notary (Here Insert Name and Title of the Officer)

personally appeared Vincent Victorine (Name(s) of Signer(s))

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

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

WITNESS my hand and official seal.

Signature Lisa Diane Schimmelfennig (Signature of Notary Public)

LISA DIANE SCHIMMELFENNIG
COMM. #1840303
Notary Public-California
SAN JOAQUIN COUNTY
My Comm. Exp. MAR 13, 2013

Place Notary Seal Above

OPTIONAL

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

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

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

Signer Is Representing: _____

RIGHT THUMBPRINT OF SIGNER
Top of thumb here

Signer's Name: _____

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

Signer Is Representing: _____

RIGHT THUMBPRINT OF SIGNER
Top of thumb here

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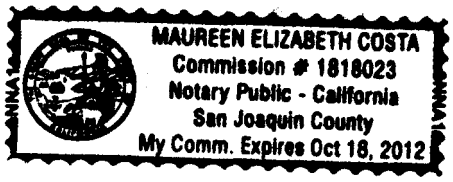
STATE OF CALIFORNIA, COUNTY OF SAN JOAQUIN) ss.

On February 1, 2010, before me, MAUREEN ELIZABETH COSTA, Notary Public, State of California, personally appeared JOHN D. BRINTON, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or entity upon behalf of which the person acted, executed the instrument.

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

WITNESS my hand and official seal.



Maureen Costa

Notary Public, State of California

My Commission expires: 10/18/12

11254

15'-0"

90"x180"=112.5 sq.ft.

36'-6" (max. o.a.h.)

7'-6"

JM EQUIPMENT Co. Inc.

Sales Service Rentals

Sign "A"

12.25 ¢

42"

Sign "B"

opposing side graphic

40"x40"

42"

42"x42"=12.2 sq.ft.

Sign "B"

Signs A & B: *(new)*
D/F Illuminated Pylon Signs
Scale 3/8"=1'-0"

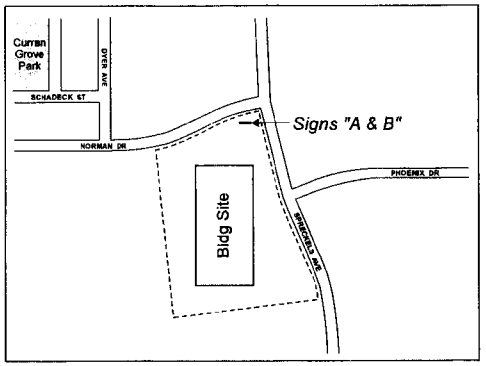
Total 124.75 ¢
MAX SIGN AREA
125 ¢ ✓

Sign "A" Cabinet (7'6"x15'):
sht/mtl construction paint black
sign face:
white "flex-type" faces with vinyl decoration;
tangerine #84, orange crush #244 & black
(see color drawing)

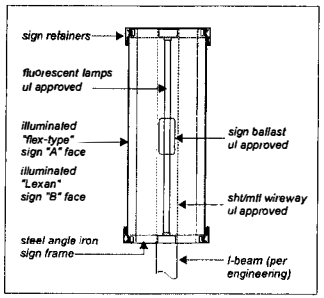
Sign "B" Cabinet (42"x42"):
sht/mtl construction paint black
sign face:
white lexan with digital scotchcal
vinyl graphics

support columns:
typical "I-Beam" supports per engineering
(paint black)

Re-use existing footing



SITE PLAN



D/F Illuminated Pole Signs "A & B"

AFTER

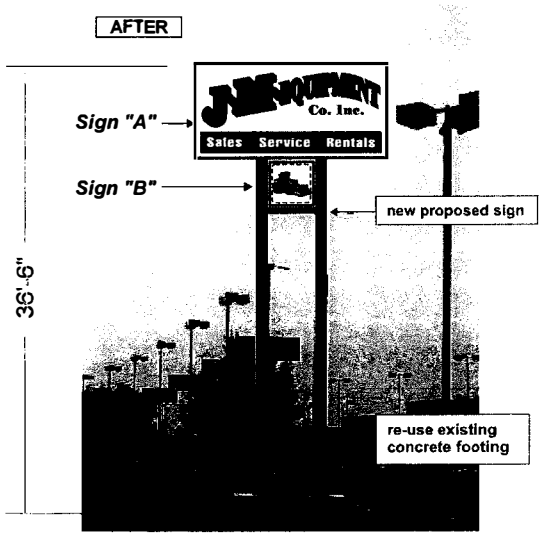


Photo Elevation *(reface/pylon)*

BEFORE

Photo Elevation

EXHIBIT J

USS UNITED SIGN SYSTEMS
C.S.C.L. # 718965
5201 Pentecost Drive
Modesto, Calif. 95356
1-800-481-SIGN
FAX (209) 543-1326
DESIGN MANUFACTURING INSTALLATION MAINTENANCE

JOB INFO

JOB #: 000
CLIENT: JM EQUIPMENT
CONTACT:
DATE: 10-30-09
PROJECT LOCATION: 321 SPRECKELS AVE MANTECA, CA

SALESPERSON: DAMON RICHMOND
DRAWN BY: BAM
PAGE 1 OF 1

CLIENT APPROVAL DATE

LANDLORD APPROVAL DATE

FILE

REVISIONS:
12-7-09 bam
12-18-09 bam
1-15-10 bam

SCALE: NOTED

FILE NAME: JM EQUIPMENT

ELECT.

120 Volt ☐
277 Volt ☐
Other ☐

one box above MUST be checked prior to any mfg.

SPECIFICATIONS

See Drawing for Specifications

This Design Layout is specific to 12g volt electrical power for approved illuminated signage. Any other voltage at job site that requires additional install trips will be an extra charge
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t.b.d.

note: use existing letter faces as templets (do not use this layout!)

t.b.d

SERVICE

Sign B: *(reface)* P/C Sign on Bldg with New Faces
nts

mfg new acrylic faces with trimcap: orange crush #244 vinyl over fco white acrylic with black 3/4" trimcap

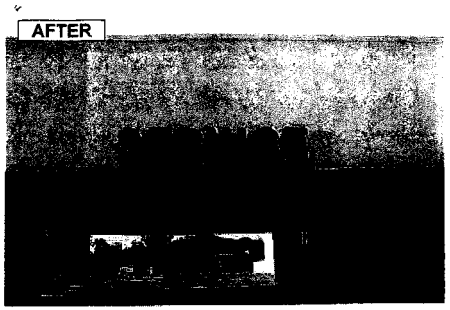

Photo Elevation

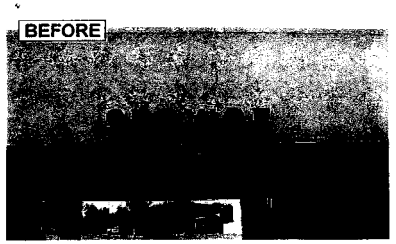

Photo Elevation

all signs (5 total) in photos below - remove & junk (patch & paint all mounting/electrical holes)

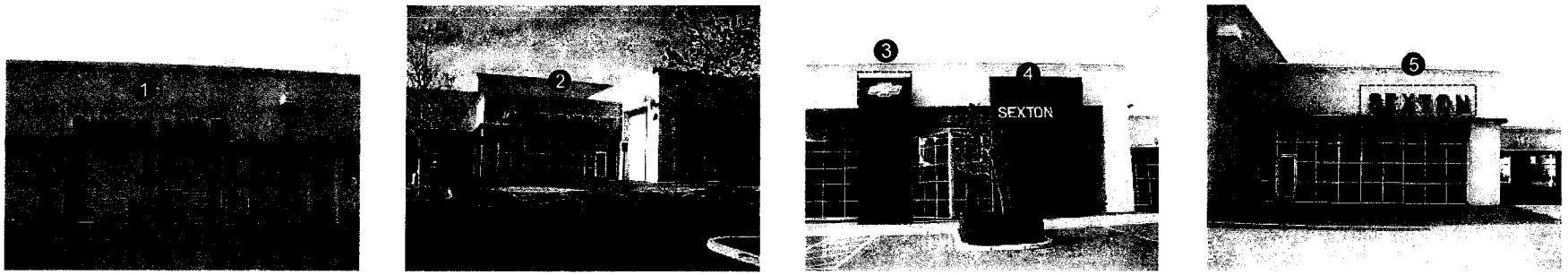

Photo Elevation *(existing signs in building)*

USS UNITED SIGN SYSTEMS
C.S.C.L. # 718965
5201 Pentecost Drive
Modesto, Calif. 95356
1-800-481-SIGN
FAX (209) 543-1326
DESIGN MANUFACTURING INSTALLATION MAINTENANCE

JOB INFO

JOB #: 000
CLIENT: JM EQUIPMENT
CONTACT:
DATE: 10-30-09
PROJECT LOCATION:
321 SPRECKELS AVE
MANTECA, CA

SALESPERSON: DAMON RICHMOND
DRAWN BY: BAM
PAGE 1 OF 4

CLIENT APPROVAL DATE

LANDLORD APPROVAL DATE

FILE

REVISIONS: 00-00-00

SCALE: NOTED

FILE NAME: JM EQUIPMENT

ELECT.

120 Volt ☐
277 Volt ☐
Other ☐

one box above MUST be checked prior to any mfg.

SPECIFICATIONS

See Drawing for Specifications

The Design Layout is specific to 120 volt electrical power for approved illuminated signage. Any other voltage at job site that requires additional metal signs will be an extra charge
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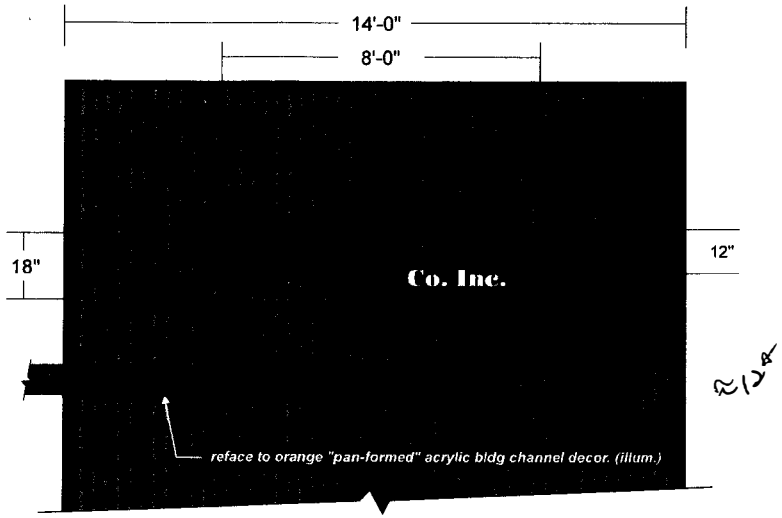
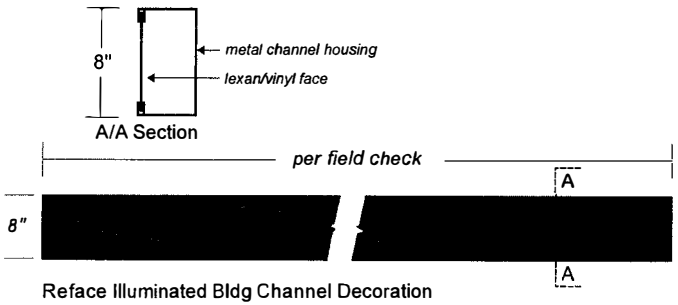


Sign C: *(new)* Neon Illuminated P/C Sign / Scale 3/8"=1'-0"

white acrylic faces with tangerine #84 & orange crush #244 vinyl overlays
5" deep (alum.) black returns & black 3/4" trimcap
ul approved orange neon illumination
copy "Co. Inc." to be fco 1/2" fco white acrylic (non-illuminted & mount on clear acrylic strip)



Reface Illuminated Bldg Channel Decoration

mfg & install new 8" high x 145' white lexan with tangerine #84 vinyl overlay repaint orange "only" metal housing channels that are now blue.

AFTER

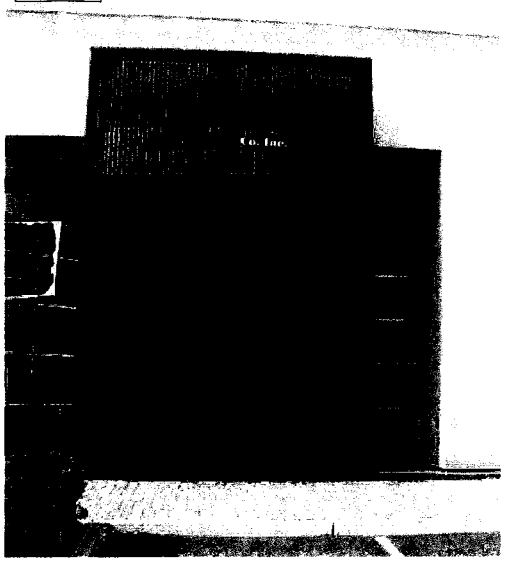


Photo Elevation *(bldg entry)*

BEFORE

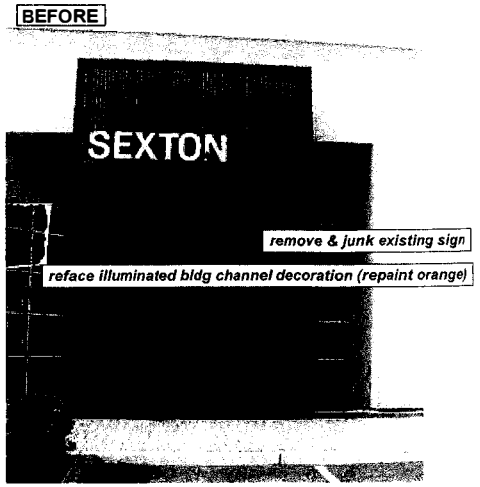


Photo Elevation

this section of bldg channel is illuminated "pan-formed" acrylic

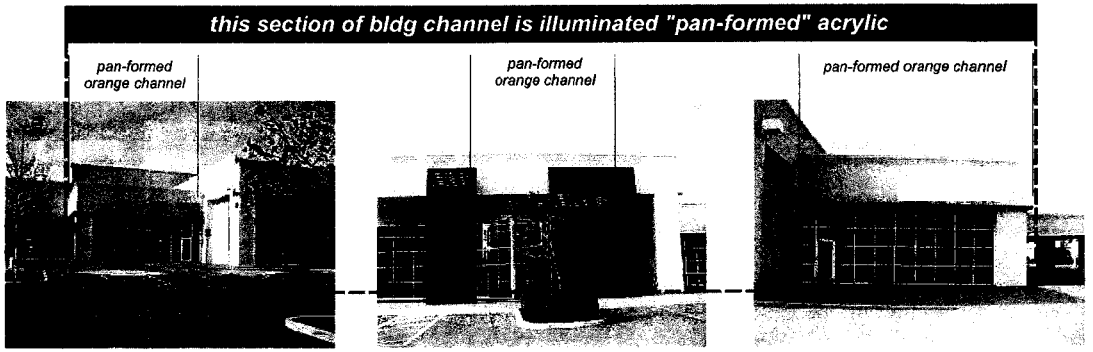


Photo Elevation *(showing proposed orange bldg channel and or band)*

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5201 Pentecost Drive
Modesto, Calif. 95356
1-800-481-SIGN
FAX (209) 543-1326
DESIGN MANUFACTURING INSTALLATION MAINTENANCE

JOB INFO

JOB #: 000
CLIENT: JM EQUIPMENT
CONTACT:
DATE: 10-30-09
PROJECT LOCATION: 321 SPRECKELS AVE MANTECA, CA

SALESPERSON: DAMON RICHMOND
DRAWN BY: BAM
PAGE 2 OF 4

CLIENT APPROVAL DATE

LANDLORD APPROVAL DATE

FILE

REVISIONS: 11-7-09 bam

SCALE: NOTED

FILE NAME: JM EQUIPMENT

ELECT.

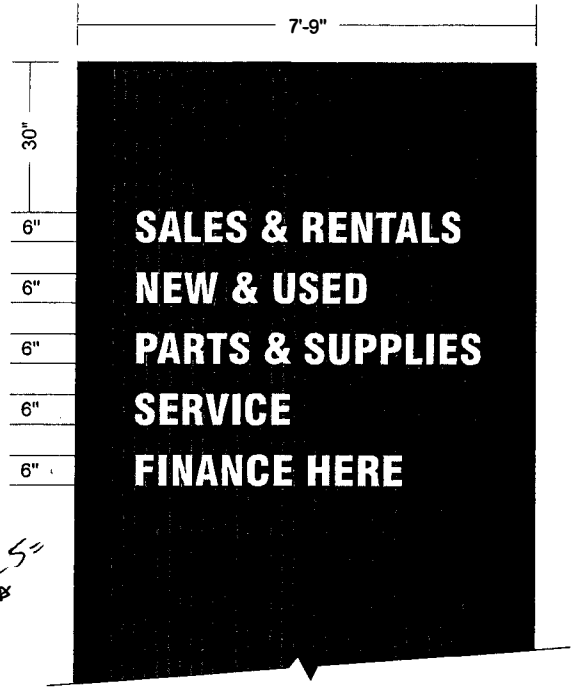
120 Volt ☐
277 Volt ☐
Other ☐

one box above MUST be checked prior to any mfg.

SPECIFICATIONS

See Drawing for Specifications

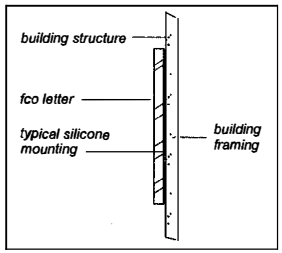
The Design Layout is specific to 120 volt electrical power for approved illuminated signage. Any other voltage at job site that requires additional install time will be an extra charge. Copyright 2008 USS United Sign Systems This artwork/design is sole property of USS United Sign Systems and cannot be reproduced without written permission of Johnson Sign Systems



3.38 @ 5 =
16.88 ft

Sign D: *(new)*
Non Illuminated Fco Acrylic Letters
Scale 1/2"=1'-0"

1/2" fco white acrylic letters - flush silicone mount to wall



Fco Letter Detail

AFTER

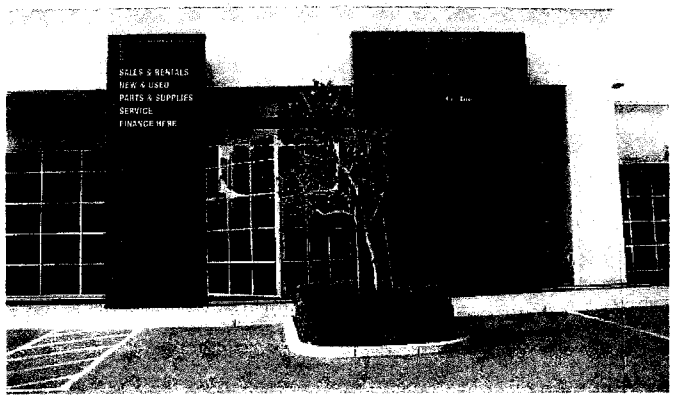


Photo Elevation *(bldg)*

BEFORE

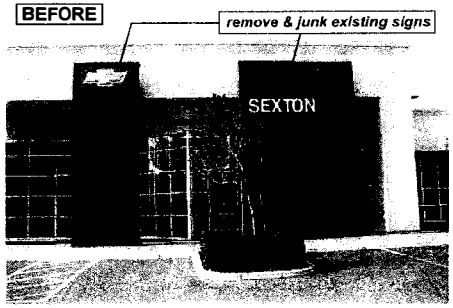


Photo Elevation

USS UNITED SIGN SYSTEMS
C.S.C.L. # 718965
5201 Pentecost Drive
Modesto, Calif. 95356
1-800-481-SIGN
FAX (209) 543-1326
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MANTECA, CA

SALESPERSON: DAMON RICHMOND
DRAWN BY: BAM
PAGE 3 OF 4

CLIENT APPROVAL DATE

LANDLORD APPROVAL DATE

FILE

REVISIONS:
11-5-09 bam
12-7-09 bam

SCALE: NOTED

FILE NAME: JM EQUIPMENT

ELECT.

120 Volt ☐
277 Volt ☐
Other ☐

one box above MUST be checked prior to any mfg.

SPECIFICATIONS

See Drawing for Specifications

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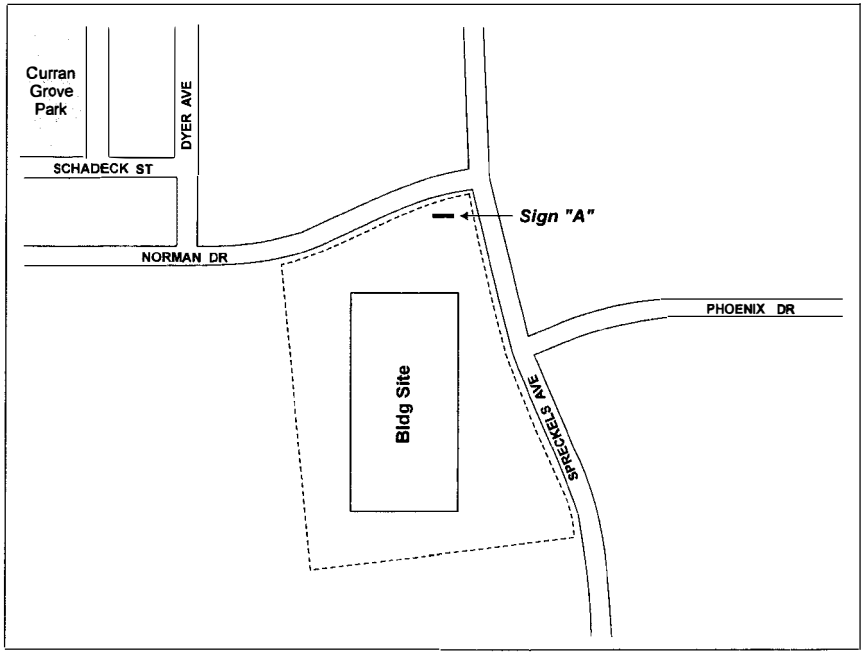

SITE PLAN

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C.S.C.L. # 718965
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Modesto, Calif. 95356
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PAGE 4 OF 4

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FILE

REVISIONS: 00-00-00

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ELECT.

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277 Volt ☐
Other ☐

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Doc #: 2008-004563
1/10/08 2:43 PM
Page: 1 of 9 Fee: $0
Gary W. Freeman
San Joaquin County Recorders
Paid By: SHOWN ON DOCUMENT

WHEN RECORDED MAIL TO:

JOANN TILTON, MMC
CITY CLERK
CITY OF MANTECA
1001 W. CENTER STREET
MANTECA, CA 95337

TWENTIETH AMENDMENT TO THE SPRECKELS PARK DEVELOPMENT AGREEMENT

THIS TWENTIETH AMENDMENT is entered into this 6th day of February, 2008 by and between the **CITY OF MANTECA**, a municipal corporation organized and existing under the laws of the State of California ("City") and **AKF DEVELOPMENT, LLC**, a California Limited Liability Company ("Developer"). This Twentieth Amendment is to that Development Agreement ("Agreement") entered into the 3rd day of November, 1997, by and between the City and the Developer. City and Developer are from time to time hereinafter referred to individually as a party or collectively as the "parties."

RECITALS

A. Atherton-Kirk Development Corporation had heretofore entered into a development agreement related to the development known as Spreckels Park.

B. Atherton-Kirk Development Corporation has transferred some of its development rights under said development agreement to other companies and corporations who are purchasing individual lots within Spreckels Park and developing them.

C. Atherton-Kirk Development Corporation has transferred its ownership in Spreckels Park to AKF Development, LLC, a California Limited Liability Company.

D. The Agreement provides for the development of two (2) storm drain retention basin/park sites – one 4.4-acre site and one 10-acre site.

E. The City and Developer are desirous of developing a portion of the 10-acre storm drain site for other City use, a portion potentially as a BMX park with related parking, landscaping and other improvements.

F. The Agreement authorizes amendments from time to time in whole or in part by mutual consent of the parties. This Twentieth Amendment amends the original Agreement as it pertains to the ownership, development and maintenance of the 10-acre storm drain basin/park site.

NOW, THEREFORE, in consideration of the promises, covenants and provisions set forth herein, the parties agree as follows:

AGREEMENT

1. The preamble, Recitals and all defined terms set forth therein as they pertain to the Project are hereby incorporated into this portion of this Twentieth Amendment as if set forth herein in full.

2. This Twentieth Amendment hereby amends the Agreement. However, except as this Agreement is expressly amended by this Twentieth Amendment, the First Amendment, the Second Amendment, the Third Administrative Amendment, the Fourth Amendment, the Fifth Amendment, the Sixth Amendment, the Seventh Administrative Amendment, the Eighth Amendment, the Ninth Amendment, the Tenth Amendment, the Eleventh Amendment, the Twelfth Amendment, the Thirteenth Amendment, the Fourteenth Amendment, the Fifteenth Amendment, the Sixteenth Amendment, the Seventeenth Administrative Amendment, the Eighteenth Amendment, and the Nineteenth Administrative Amendment, this Agreement shall remain operative and in full force and effect.

3. Developer shall comply with the Agreement, as amended, and this Twentieth Amendment, and all of the Conditions of Approval set forth in Exhibit D of the original Agreement, unless otherwise provided for in this Twentieth Amendment.

4. Exhibit D, Condition 5(c) of the original Agreement shall hereby be amended to read as follows:

> "Developer shall dedicate to the City, at no cost, the ten (10)-acre site identified as Parcel #221-21-07 ("The Basin Parcel"), as provided for in the "Agreement to Construct Park Improvements at Spreckels Park Basin" ("Park Improvements Agreement") dated December 17, 2007 (attached as Exhibit D-2). Developer shall participate in the development of the Basin Parcel, according to the terms of the Park Improvements Agreement, which may be subsequently amended by the City Council without requiring further amendment to the Spreckels Park Development Agreement. Any modification to the site improvements shall be deemed a minor site modification, and shall be amended via a Minor Plan Modification. Maintenance of the basin Parcel shall become the City's responsibility to maintain.

5. Exhibit D, Condition 5(d) of the original Agreement is hereby amended to read as follows:

> "Developer shall construct the basin, as required in the Park Improvements Agreement, consistent with Condition 5(c) above.

6. Condition 5(f) of the original Agreement is hereby amended, as it relates to the 10-acre basin:

"Developer and City shall share all improvement costs of the 10-acre basin Parcel as provided for in the Park Improvements Agreement. The storm drainage basin improvements for the 10-acre basin shall be constructed in accordance with this Park Improvements Agreement, consistent with Condition 5(c) above.

7. Developer shall be the first to sign this Twentieth Amendment and then shall deliver this Twentieth Amendment to the City Manager, who will immediately schedule this Twentieth Amendment for public hearings before the Planning Commission and City Council. Following the City Council's approval of this Twentieth Amendment, the Mayor shall sign this Twentieth Amendment, and the City Clerk shall, at Developer's expense, record an executed copy of same in the Official Records of the County of San Joaquin.

IN WITNESS WHEREOF, this Twentieth Amendment has been approved and executed by each party hereto as of the day and year shown on the notarial acknowledgment pages to this Agreement; the last date in time shall be the date appearing in the preamble to this Twentieth Amendment.

"City"

CITY OF MANTECA

Willie W. Weatherford, Mayor

"Developer"

AKF Development, LLC

Michael W. Atherton

William Filios

E. Bingham Kirk

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California
County of San Joaquin }

On 12/21/07 (Date) before me, Sheri Q Ginter, Notary Public (Name and Title of Officer (e.g., "Jane Doe, Notary Public")

personally appeared Willie W. Weatherford (Name(s) of Signer(s))

☑ personally known to me

☐ (or proved to me on the basis of satisfactory evidence)

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

WITNESS my hand and official seal.

SHERI Q. GINTER
Commission # 1730396
Notary Public - California
San Joaquin County
My Comm. Expires Apr 6, 2011

Place Notary Seal Above

Signature Sheri Q. Ginter (Signature of Notary Public)

OPTIONAL

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

Description of Attached Document

Title or Type of Document: Twentieth Amendment Speckels Park D.A.

Document Date: 2/6/08 Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____
☐ Individual
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Attorney in Fact
☐ Trustee
☐ Guardian or Conservator
☐ Other: _____
Signer Is Representing: _____

RIGHT THUMBPRINT OF SIGNER
Top of thumb here

Signer's Name: _____
☐ Individual
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Attorney in Fact
☐ Trustee
☐ Guardian or Conservator
☐ Other: _____
Signer Is Representing: _____

RIGHT THUMBPRINT OF SIGNER
Top of thumb here

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Exhibit D-2

AGREEMENT TO CONSTRUCT PARK IMPROVEMENTS AT SPRECKELS PARK BASIN ("AGREEMENT")

This Agreement made this 17th day of December, 2007, by and between AKF Development, LLC, a California Limited Liability Company, hereinafter referred to as "Developer", and the City of Manteca, hereinafter referred to as "City".

WITNESSETH

WHEREAS, Developer is currently developing the Spreckels Park Development, and

WHEREAS, the approved tentative map and Spreckels Park Development Agreement call for the installation of a landscaped storm basin within the area bordered by Moffat Boulevard, Spreckels Drive, Manteca Modular, and Powers Tract (APN 221-21-07), as shown on Exhibit A, hereinafter referred to as the "Basin Parcel"; and

WHEREAS, one of the conditions of development is that Developer construct certain landscape improvements in the Basin Parcel; and

WHEREAS, Developer is also willing to install certain improvements to provide a park with recreational improvements and facilities and to receive payments as specified in this Agreement, and

WHEREAS, Developer is willing to dedicate the improved Basin Parcel to the City as hereinafter provided; and

WHEREAS, the City desires to enhance the recreation opportunities for its citizens and to have them in place at the earliest stages of development.

NOW, THEREFORE, IT IS HEREBY AGREED by and between Developer and City as follows:

1. Developer has prepared, for City's approval, plans and specification for the installation and construction of a landscaped park with a parking lot and an undeveloped area for future BMX track. Improvements to be completed prior to dedication of the Basin Parcel to the City shall be as delineated on plans and specification prepared by RLC Associates entitled "Spreckels Moffat Basin Recreation Park", dated November 9, 2007 (Sheets C-1, C-2 and C-3) and by

KLA, Inc., entitled "Spreckels/Moffat BMX Park", dated November 9, 2007 (Sheets P0, P1, P2, P3, P4, P5 and P6), and made a part hereof by reference.

2. Developer shall complete all required improvements and the dedication of the improved Basin Parcel to the City no later than August 1, 2008.
3. The City shall participate in the cost of the improvements to the Basin Parcel by paying the total sum of $543,000 to the Developer in monthly installments (based on work completed to date) pursuant to a progress payment and construction schedule (the "Schedule") to be mutually agreed upon by the City and Developer prior to the commencement of construction. Once agreed upon, the Schedule shall be attached hereto as Exhibit "B". Each installment payment to Developer shall be subject to a10% retention until all improvements have been completed and accepted by the City. The above reimbursement payment shall be based upon actual quantities installed. Developer is required to have a minimum of three (3) sealed bids opened by the City Clerk for all reimbursable improvements. Reimbursement shall be made based upon the lowest responsible bid received. If Developer does not follow the public bid process, the city shall establish, by vote of the City Council, the value of the improvements. To establish value, City staff shall gather information on other publicly bid projects with like work items. A probable low bid project cost is determined using units of installed improvements and unit prices from other public bid projects. If Developer has requested a lower reimbursement than the public low bid project cost, the Developer's request shall be recommended for approval.
4. Prior to completion of the improvements the parties shall open an escrow with Placer Title Company of Manteca ("Escrow Holder") and thereafter execute and deposit with Escrow Holder written instructions providing for transfer of the title of the improved Basin parcel to the City upon acceptance of the improvements by the City. Developer shall also execute and deposit with Escrow Holder a deed transferring the improved Basin Parcel to the City.
5. Developer shall, prior to commencement of construction of park improvements, file with the City either a deposit (cash), bond by duly authorized corporate surety or instruments of credit from a financial institution regulated by State and Federal

Government submitted in the amount of $180,000.00, as a Performance Bond (the value of the improvements to be construction that exceeds the City's reimbursement payment of $543,000.00), and in the amount of $90,000.00, as a Labor and Material Bond. Bonds or Instruments of Credit used for purposes stated above shall be in conformance with City Bond or Instrument of Credit standard format. City shall only honor partial exoneration of the performance bond in one quarter amounts except as specified in Section 8, hereto. The Labor and Material Bond shall be exonerated six (6) months after City Council acceptance of the completed improvements, if no claims have been filed. Should City wish performance and labor and materials bonds for the value of improvements equal to its reimbursement payment under this agreement, then City shall agree to pay the bond premiums for that coverage. Developer acknowledges a one-year warranty on all improvements and will repair any improvement that the city Engineer finds deficient during the warranty period. The one-year warranty period commences upon City council acceptance of the improvements. Developer shall, concurrently with his request for acceptance of improvements by City, issue a Warranty Bond in the amount of $18,000.00 (ten percent of the total performance bond). Developer can, as an option request partial exoneration of the performance bond to leave a balance of the same $18,000.00.

6. This agreement shall become effective upon written notification from the City that planning reviews and approvals are complete and issued, which notification shall occur prior to February 4, 2008. Failure by the City to provide this notification and approvals by the specified date shall cause this agreement to be null and void.
7. In any case where either party hereto is required to do any act (other than the making of a payment of money), delays in doing such act caused by, or resulting from, inclement weather, act of God, war, civil commotion, fire or other casualty, labor difficulties, general shortages of labor, materials or equipment, government regulations, delays in obtaining governmental approvals or inspections or other causes beyond such party's reasonable control (other than financial distress),

shall not be counted in determining the time when the performance of such act must be completed, whether such time be designated by a fixed date, a fixed period of time, or a "reasonable" period of time.

8. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, executors, administrators, successors and assigns.

IN WITNESS WHEREOF Developer and the City have executed this Agreement as of the date first above written.

DEVELOPER:

AKF DEVELOPMENT, LLC

By:_____ By:_____
Michael W. Atherton, Manager William Filios, Manager

By:_____
E. Bingham Kirk, Manager

CITY:

CITY OF MANTECA

By:_____
Willie W. Weatherford, Mayor

APPROVED AS TO FORM:

ATTEST: _____ _____
Joann Tilton, City Clerk John Brinton, City Attorney

Exhibits: A – Basin Parcel Map; Assessors Parcel Number 221-21-07

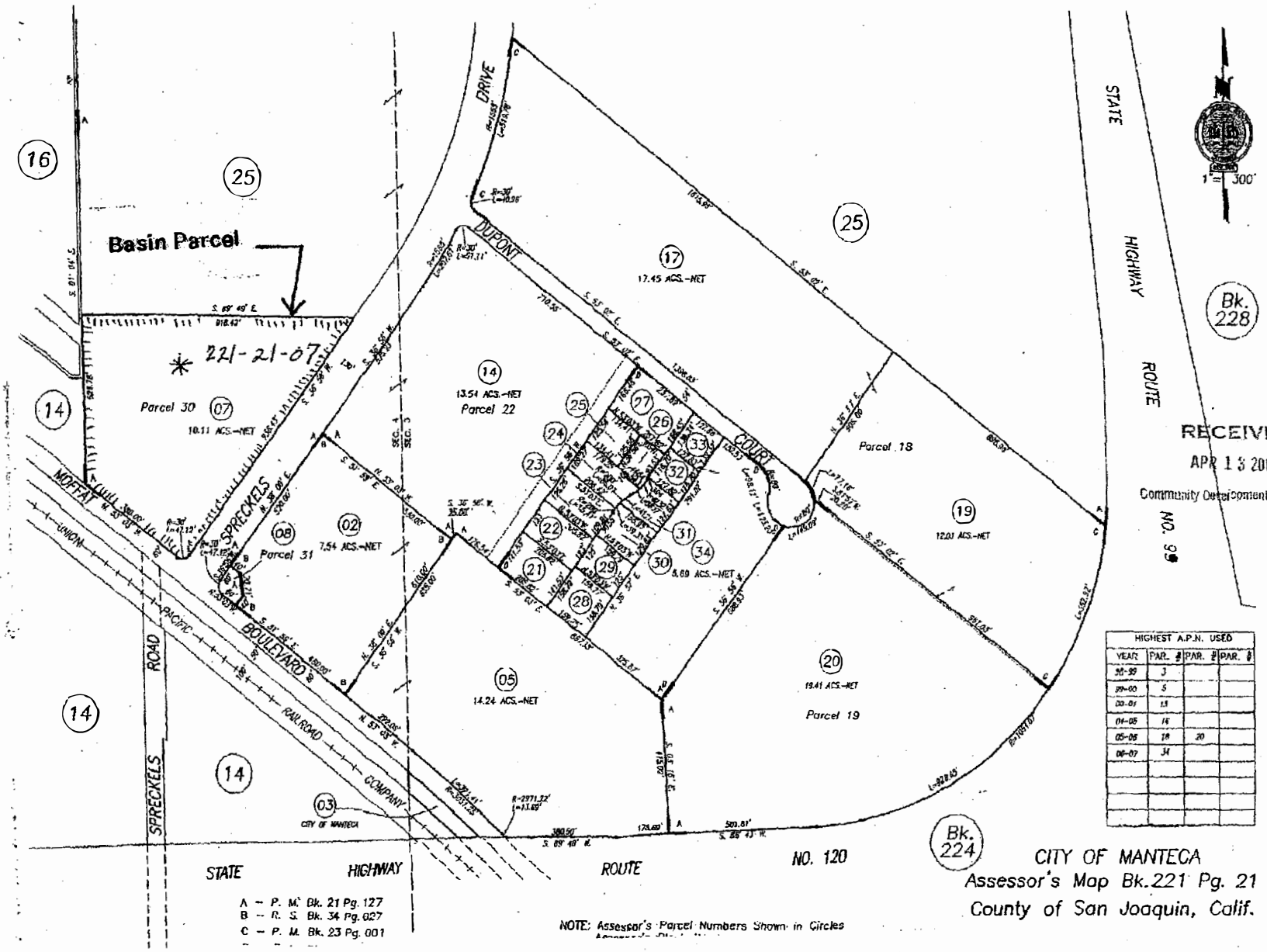
Documents referenced:

- "Spreckels Moffat Basin Recreation Park" plans prepared by RLC Associates, dated November 9, 2007 (Sheets C-1, C-2 & C-3).
- "Spreckels/ Moffat BMX Park" plans prepared by KLA, Inc. dated November 9, 2007 (Sheets P-0, P-1, P-2, P-3, P-4, P-5, & P-6).

POR. SECS. 3 & 4, T.2S. R.7E., M.D.B.&M.

THIS MAP FOR ASSESSMENT USE ONLY

221-21



HIGHEST A.P.N. USED			
YEAR	PAR. #	PAR. #	PAR. #
98-99	3		
99-00	5		
00-01	13		
04-05	16		
05-06	18	20	
06-07	34		

RECEIVED
APR 13 2006
Community Development Department

A – P. M. Bk. 21 Pg. 127
B – R. S. Bk. 34 Pg. 027
C – P. M. Bk. 23 Pg. 001

NOTE: Assessor's Parcel Numbers Shown in Circles

CITY OF MANTECA
Assessor's Map Bk. 221 Pg. 21
County of San Joaquin, Calif.

Spreckels Park Basin

EXHIBIT "A"

Doc #: 2007-214687
12/24/07 10:23 AM
Page: 1 of 8 Fee: $0
Gary W. Freeman
San Joaquin County Recorders
Paid By: SHOWN ON DOCUMENT

WHEN RECORDED MAIL TO:

JOANN TILTON, MMC
CITY CLERK
CITY OF MANTECA
1001 W. CENTER STREET
MANTECA, CA 95337

NINETEENTH ADMINISTRATIVE AMENDMENT TO THE SPRECKELS PARK DEVELOPMENT AGREEMENT

THIS NINETEENTH ADMINISTRATIVE AMENDMENT is entered into this 16th day of November, 2007 by and between the **CITY OF MANTECA**, a municipal corporation organized and existing under the laws of the State of California ("City") and **AKF DEVELOPMENT, LLC**, a California Limited Liability Company ("Developer"). This Nineteenth Administrative Amendment is to that Development Agreement ("Agreement") entered into the 3rd day of November, 1997, by and between the City and Atherton-Kirk Development Corporation. City and Developer are from time to time hereinafter referred to individually as a party or collectively as the "parties."

RECITALS

A. Atherton-Kirk Development Corporation had heretofore entered into a development agreement related to the development known as Spreckels Park.

B. Atherton-Kirk Development Corporation has transferred some of its development rights under said development agreement to other companies and corporations who are purchasing individual lots within Spreckels Park and developing them.

C. Atherton-Kirk Development Corporation has transferred its ownership in Spreckels Park to AKF Development, LLC, a California Limited Liability Company.

D. AKF Development, LLC has transferred some of its developing rights under said development agreement to other companies and corporations who are purchasing individual lots within Spreckels Park and developing them. One such transfer of property ownership and development rights was that Parcel identified as Assessors Parcel No. 221-20-52, hereby known as Spreckels Park Retail, LLC, a California Limited Liability Company, and now owned by the individuals listed as signatories to this Nineteenth Administrative Amendment.

E. The Agreement establishes Design Guidelines ("Guidelines") included as Exhibit

D-1 to the original Agreement. The owners of Spreckels Park Retail, LLC are requesting to be permitted to construct tenant signs in contrast with some of those approved Guidelines.

F. The Agreement authorizes amendments from time to time in whole or in part by mutual consent of the parties. This Nineteenth Administrative Amendment amends the original Agreement as it pertains to architectural design standards and other City development standards on one specific parcel within Spreckels Park.

NOW, THEREFORE, in consideration of the promises, covenants and provisions set forth herein, the parties agree as follows:

AGREEMENT

1. The preamble, Recitals and all defined terms set forth therein as they pertain to the Project are hereby incorporated into this portion of this Nineteenth Administrative Amendment as if set forth herein in full.

2. This Nineteenth Administrative Amendment hereby amends the Agreement. However, except as this Agreement is expressly amended by this Nineteenth Administrative Amendment, the First Amendment, the Second Amendment, the Third Administrative Amendment, the Fourth Amendment, the Fifth Amendment, the Sixth Amendment, the Seventh Administrative Amendment, the Eighth Amendment, the Ninth Amendment, the Tenth Amendment, the Eleventh Amendment, the Twelfth Amendment, the Thirteenth Amendment, the Fourteenth Amendment, the Fifteenth Amendment, the Sixteenth Amendment, the Seventeenth Amendment, and the Eighteenth Amendment, the Agreement shall remain operative and in full force and effect.

3. Developer shall comply with the Agreement, as amended, and this Nineteenth Administrative Amendment, and all of the Conditions of Approval set forth in Exhibit D of the original Agreement, unless otherwise provided for in this Nineteenth Administrative Amendment.

4. Exhibit D-1 of the original Agreement shall hereby be amended to read as follows, only as it applies to the Parcel identified in Recital D of this Nineteenth Administrative Amendment. Spreckels Park Retail, LLC and its owners shall hereinafter be collectively referred to as "Developer" for purposes of this Section 4:

a. Condition 3.7(h) is hereby added to read as follows:

"All signage must be approved under the provisions of the adopted City of Manteca Sign Ordinance, except as otherwise provided for in this Nineteenth Administrative Amendment. Through this Nineteenth Administrative Amendment, Developer shall be permitted to construct two (2) signs as shown on the attached Exhibit D-1.3. Said signs shall be constructed to the specifications and

dimensions shown on the exhibit. The signs shall be located as further shown on Exhibit D-1.4."

5. Developer shall be the first to sign this Nineteenth Administrative Amendment and then shall deliver this Nineteenth Administrative Amendment to the City Manager for his signature. After the City Manager signs this Nineteenth Administrative Amendment, the City Clerk shall, at Developer's expense, record an executed copy of same in the Official Records of the County of San Joaquin.

IN WITNESS WHEREOF, this Nineteenth Administrative Amendment has been approved and executed by each party hereto as of the day and year shown on the notarial acknowledgment pages to this Agreement; the last date in time shall be the date appearing in the preamble to this Nineteenth Administrative Amendment.

"City"

CITY OF MANTECA

Robert F. D. Adams, City Manager

"Developer"

Spreckels Park Retail, LLC
a California Limited Liability Company

Clair A. Robinson, Property Owner

3

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California
County of San Joaquin } ss.

On Nov. 28, 2007 (Date), before me, Sheri G Ginter (Name and Title of Officer (e.g., "Jane Doe, Notary Public")),

personally appeared Robert F. D. Adams (Name(s) of Signer(s)),

☑ personally known to me

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

SHERI G. GINTER
Commission # 1730396
Notary Public - California
San Joaquin County
My Comm. Expires Apr 6, 2011

Place Notary Seal Above

WITNESS my hand and official seal.

Sheri G. Ginter
Signature of Notary Public

OPTIONAL

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

Description of Attached Document

Title or Type of Document: Nineteenth Administrative Amendment to Spreckels Dev. Agreement

Document Date: 11/16/07 Number of Pages:

Signer(s) Other Than Named Above:

Capacity(ies) Claimed by Signer(s)

Signer's Name:
☐ Individual
☐ Corporate Officer — Title(s):
☐ Partner — ☐ Limited ☐ General
☐ Attorney in Fact
☐ Trustee
☐ Guardian or Conservator
☐ Other:
Signer Is Representing:

RIGHT THUMBPRINT OF SIGNER
Top of thumb here

Signer's Name:
☐ Individual
☐ Corporate Officer — Title(s):
☐ Partner — ☐ Limited ☐ General
☐ Attorney in Fact
☐ Trustee
☐ Guardian or Conservator
☐ Other:
Signer Is Representing:

RIGHT THUMBPRINT OF SIGNER
Top of thumb here

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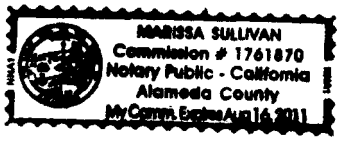
STATE OF CALIFORNIA
COUNTY OF ALAMEDA

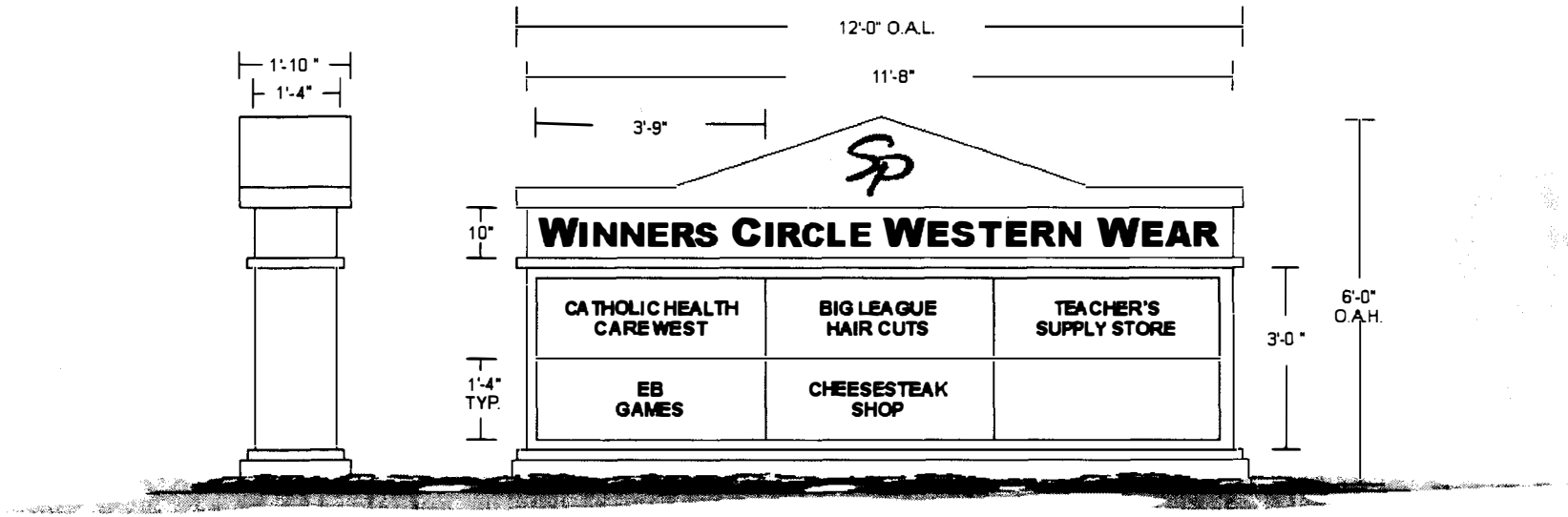
On this 16 day of November, 2007, before me, Marissa Sullivan a Notary Public, personally appeared Clara A Robison personally know to me (or proved on the basis of satisfactory evidence) to be the person (s) whose name (s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity (ies), and that by his/her/their signatures(s) on the instrument the person(s), or the entity upon behalf of which the person (s) acted, executed the instrument.



WITNESS my hand and official seal
Signature M. Sullivan

My commission expires Aug. 16, 2011
Commission No. 1761870

Exhibit D-1.3



SIGN A - End View
1/2"=1'-0"

SIGN A - D/F Illuminated Monument Display
(Mfr. & Install) (35 Sq Ft Sign Area)
1/2"=1'-0"

SPECIFICATIONS

SIGN A - D/F Illuminated Monument Display
(Mfr. & Install)
Cornice w/ "SP" Logo:
Alum. Routed & push-thru acrylic (½" clear) w/ 3630-33 Red vinyl overlays
"Winners Circle Plaza" Faces:
Routed Aluminum faces backed w/White acrylic & vinyl overlays
Vinyl: 3630-33 Red
Tenant Faces: 1/8" Aluminum w/ routed & backed graphics
Cornice, Cabinet & Cladding: Standard metal constr.
Colors & textures to match existing "Spreckels" pylon
Voltage: _____
Circuits Required: _____@ 20 amps.

This design is the exclusive property of SIGN DESIGNS, INC. It is loaned as part of an advertising or identification program being planned for you by SIGN DESIGNS, INC. It is requested this material is not to be shown or otherwise divulged until transferred actual sale.

SIGN DESIGNS INC.
OVER 30 YEARS OF EXCELLENCE
P.O. BOX 4590
204 CAMPUS WAY
MODESTO, CA 95352
(209) 524-4484
FAX (209) 521-0272
C. S. C. L. 268001/ C-45

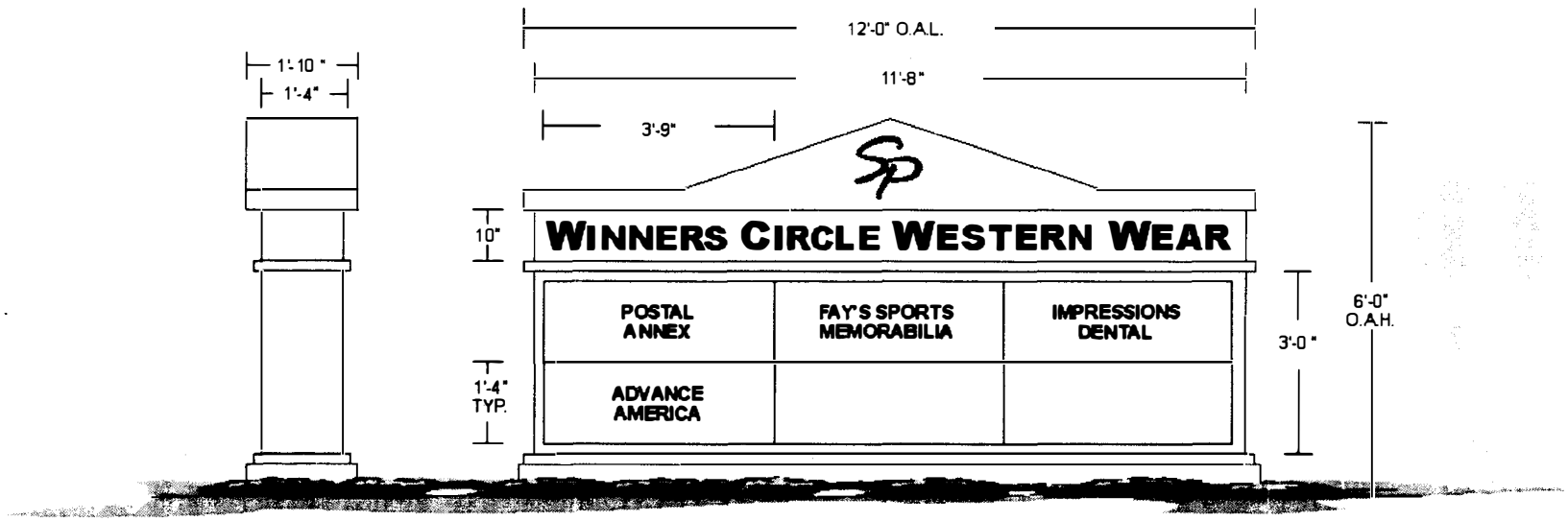
Winners Circle Plaza
1311 Historical Plaza Way
Manteca, Ca.

...ignes, ideas, designs, arrangements and plans indicated or represented by this drawing are the property of SIGN DESIGNS, INC. and were created, evolved and developed for use on and in connection with the specified project. None of such ideas, designs, arrangements or plans shall be used by or disclosed to any person, firm or corporation for any purpose whatsoever without the written permission of SIGN DESIGNS, INC.

Revisions	
8/2/07WB	10/17/07WB
8/3/07WB	
8/8/07WB	
9/27/07WB	
10/1/07WB	
Site Check	
Production	

Date: 6/7/07
Design #: 28533
Salesperson: AS
Designer: WB
Customer Approval:
X
Landlord Approval:
X
Sales Approval:
X

Exhibit D-1.3



SIGN B - End View
1/2"=1'-0"

SIGN B - D/F Illuminated Monument Display
(Mfr. & Install) (35 Sq Ft Sign Area)
1/2"=1'-0"

■

SPECIFICATIONS

SIGN B - D/F Illuminated Monument Display
(Mfr. & Install)
Cornice w/ "SP" Logo:
Alum. Routed & push-thru acrylic (⅛" clear) w/ 3630-33 Red vinyl overlays
"Winners Circle Plaza" Faces:
Routed Aluminum faces backed w/White acrylic & vinyl overlays
Vinyl: 3630-33 Red
Tenant Faces: 1/8" Aluminum w/ routed & backed graphics
Cornice, Cabinet & Cladding: Standard metal constr.
Colors & textures to match existing "Spreckels" pylon
Voltage: _____
Circuits Required: _____@ 20 amps.

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SIGN DESIGNS INC.
OVER 30 YEARS OF EXCELLENCE
Established 1977
P.O. BOX 4590
204 CAMPUS WAY
MODESTO, CA 95352
(209) 524-4484
FAX (209) 521-0272
C. S. C. L. 268001/ C-45

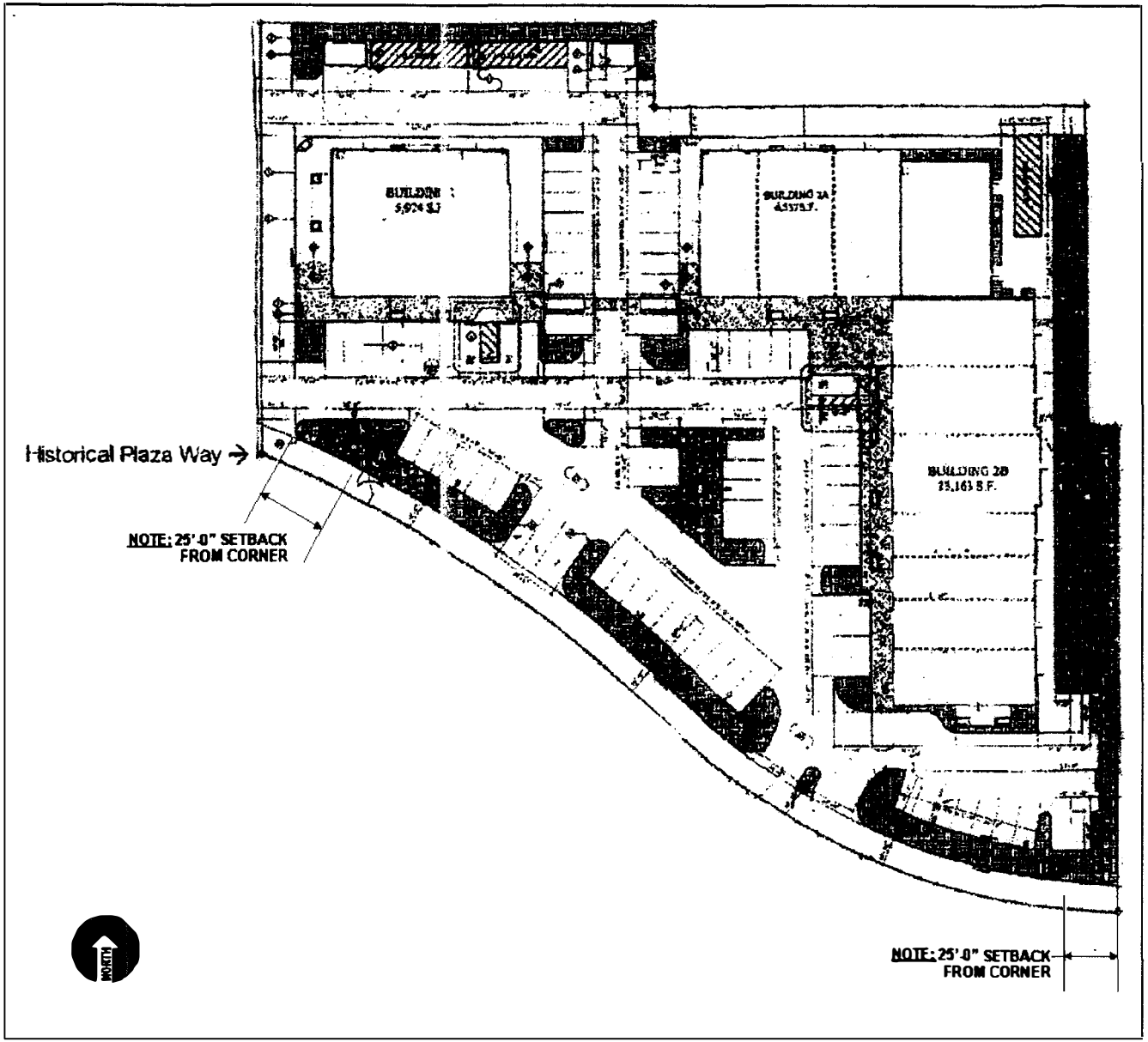
Winners Circle Plaza
1311 Historical Plaza Way
Manteca, Ca.

This design is the exclusive property of SIGN DESIGNS, INC. It is loaned as part of an advertising or identification program being planned for you by SIGN DESIGNS, INC. It is requested this material is not to be shown or otherwise divulged until transferred actual sale.

Revisions	
8/2/07WB	10/17/07WB
8/3/07WB	
8/8/07WB	
9/27/07WB	
10/1/07WB	
Site Check	
Production	

Date: 6/7/07
Design #: 28533
Salesperson: AS
Designer: WB
Customer Approval:
X
Landlord Approval:
X
Sales Approval:
X

Exhibit D-1.4



SITE PLAN

SIGN DESIGNS INC
P.O. BOX 4590
204 CAMPUS WAY
MODESTO, CA 95352
(209) 524-4484
FAX (209) 521-0272
C. S. C. L. 268001/ C-45

Winners Circle Plaza
1311 Historical Plaza Way
Manteca, Ca.

Revisions	
8/2/07WB	10/17/07WB
8/3/07WB	
8/6/07WB	
9/27/07WB	
Site Check	
Production	

Date: 6/7/07
Design #: 28533
Salesperson: AS
Designer: WB
Customer Approval:
X
Landlord Approval:
X
Sales Approval:
X

This design is the exclusive property of SIGN DESIGNS, INC. It is loaned as part of an advertising or identification program being planned for you by SIGN DESIGNS, INC. It is requested this material is not to be shown or otherwise divulged until transferred actual sale.

WHEN RECORDED MAIL TO:

JOANN TILTON, MMC
CITY CLERK
CITY OF MANTECA
1001 W. CENTER STREET
MANTECA, CA 95337

EIGHTEENTH AMENDMENT TO THE SPRECKELS PARK DEVELOPMENT AGREEMENT

THIS EIGHTEENTH AMENDMENT is entered into this _____ day of _____, 2007 by and between the **CITY OF MANTECA**, a municipal corporation organized and existing under the laws of the State of California ("City") and **AKF DEVELOPMENT, LLC**, a California Limited Liability Company ("Developer"). This Eighteenth Amendment is to that Development Agreement ("Agreement") entered into the 3rd day of November, 1997, by and between the City and the Developer. City and Developer are from time to time hereinafter referred to individually as a party or collectively as the "parties."

RECITALS

A. Atherton-Kirk Development Corporation had heretofore entered into a development agreement related to the development known as Spreckels Park.

B. Atherton-Kirk Development Corporation has transferred some of its development rights under said development agreement to other companies and corporations who are purchasing individual lots within Spreckels Park and developing them.

C. Atherton-Kirk Development Corporation has transferred its ownership in Spreckels Park to AKF Development, LLC, a California Limited Liability Company.

D. AKF Development, LLC has transferred some of its developing rights under said development agreement to other companies and corporations who are purchasing individual lots within Spreckels Park and developing them. One such transfer of property ownership and development rights was those Parcels identified as Assessors Parcel Nos. 221-260-01 through 221-260-28, hereby known as Manteca Professional Center, and now owned by the individuals listed as signatories to this Eighteenth Amendment.

E. The Agreement establishes Design Guidelines ("Guidelines") included as Exhibit D-1 to the original Agreement. The owners of Manteca Professional Center are requesting to be permitted to construct tenant signs in contrast with some of those approved Guidelines, and as further described in Exhibit 1, attached hereto.

F. The Agreement authorizes amendments from time to time in whole or in part by mutual consent of the parties. This Eighteenth Amendment amends the original Agreement as it pertains to architectural design standards and other City development standards on two specific parcels within Spreckels Park.

NOW, THEREFORE, in consideration of the promises, covenants and provisions set forth herein, the parties agree as follows:

AGREEMENT

1. The preamble, Recitals and all defined terms set forth therein as they pertain to the Project are hereby incorporated into this portion of this Eighteenth Amendment as if set forth herein in full.

2. This Eighteenth Amendment hereby amends the Agreement. However, except as this Agreement is expressly amended by this Eighteenth Amendment, the First Amendment, the Second Amendment, the Third Administrative Amendment, the Fourth Amendment, the Fifth Amendment, the Sixth Amendment, the Seventh Administrative Amendment, the Eighth Amendment, the Ninth Amendment, the Tenth Amendment, the Eleventh Amendment, the Twelfth Amendment, the Thirteenth Amendment, the Fourteenth Amendment, the Fifteenth Amendment, the Sixteenth Amendment and the Seventeenth Administrative Amendment, this Agreement shall remain operative and in full force and effect.

3. Developer shall comply with the Agreement, as amended, and this Eighteenth Amendment, and all of the Conditions of Approval set forth in Exhibit D-1 of the original Agreement, unless otherwise provided for in this Eighteenth Amendment.

4. Exhibit D-1 of the original Agreement shall hereby be amended to read as follows, only as it applies to the Parcel identified in Recital D of this Eighteenth Amendment. Manteca Professional Center and its owners shall hereinafter be collectively referred to as "Developer" for purposes of this Section 4:

a. Condition 3.7(g) is hereby added to read as follows:

"All signage must be approved under the provisions of the adopted City of Manteca Sign Ordinance, except as otherwise provided for in this Eighteenth Amendment. Through this Eighteenth Amendment, Developer shall be permitted to construct signs subject to the provisions outlined in Exhibit 1 attached hereto.

5. Developer shall be the first to sign this Eighteenth Amendment and then shall deliver this Eighteenth Amendment to the City Manager, who will immediately schedule this Eighteenth Amendment for public hearings before the Planning Commission and City Council. Following the City Council's approval of this Eighteenth Amendment, the Mayor shall sign this Eighteenth Amendment, and the City Clerk shall, at Developer's

expense, record an executed copy of same in the Official Records of the County of San Joaquin.

IN WITNESS WHEREOF, this Eighteenth Amendment has been approved and executed by each party hereto as of the day and year shown on the notarial acknowledgment pages to this Agreement; the last date in time shall be the date appearing in the preamble to this Eighteenth Amendment.

"City"	**"Developer"**
CITY OF MANTECA	**Manteca Professional Center, LLC**
_____	_____
Willie W. Weatherford, Mayor	(Name)
	_____
	Christopher J. Doyle
	_____
	Deborah Doyle
	_____
	Angela D. Mayfield
	_____
	Steve A. Martinez
	_____
	Christine Martinez
	_____
	Andrew J. Soares
	_____
	Vickie L. Soares

Clifford J. Rogers

Laura A. Rogers

Michael J. and Lois Brenkiwitz Trust

Lawrence A. and Janice Mae Due Trust

John R. and Lori K. Tubbs, etal.

James H. Stewart, Jr.

Jennifer Stewart

William J. Brogan, Jr.

Donna M. Brogan

Green Dragon, LLC

Jose A. Souza

Kenneth J. Thomsen

Paulette Thomsen

Joseph M. Mendonca

Jeffrey S. Traser Trust

Peter Wilden

Sheila G. Wilden

Exhibit 1
Eighteenth Amendment To The
Spreckels Park Development Agreement

The following sign square footage will be allowed for each building of the Crowell Development known as Manteca Professional Center, 570 Commerce Ct.

Freeway signs will not be permitted as part of the sign program or as part of the Development Agreement Amendment.

Sign Sq. Ft. Allowed Building A	**Sign Sq. Ft. Allowed Building B**	**Sign Sq. Ft. Allowed Building C**
Each tenant will be allowed 10% of building façade on front facade of each unit, max. of 80 square feet per tenant. The height used for the sign façade area calculation is 16 feet	Each tenant will be allowed 10% of building façade on front facade of each unit, max. of 80 square feet per tenant. The height used for the sign façade area calculation is 16 feet	Each tenant will be allowed 10% of building facade on front facade of each unit, max. of 80 square feet per tenant. The height used for the sign façade area calculation is 16 feet

Total aggregate signage allowed for the site will be 1,641 square feet (including the monument sign on Commerce Ct.), of which 1,624 square feet will be allocated toward individual tenant signage. The individual tenant signage shall be constructed as individual channel letter with raceway as optional.

Additional signage that is permitted, but exempted from the total signage allowed:

a) Door signs are permitted on each tenant door under the following provisions:
   2 square feet per tenant.
   Maximum of 28 units = 56 square feet.

b) Two (2) illuminated wall directories. Flush mounting with text coating and painted to match the building exterior. Maximum of 52 square feet each, and further illustrated in Sign Designs Inc., Design No. 24187, Dated 4/15/05, and revised 5/17/06.

Tenant signs shall be submitted to the Community Development Department for permit approval. Individual business owners shall submit proposed tenant signs to Manteca Professional Center, LLC, for approval prior to submittal to the City.

Please Note: The City enforces only applicable Development Agreements, the Manteca Municipal Code and General Plan. The City is not responsible for the restrictions or enforcement of any Covenants, Codes & Restrictions.

City Council Agenda
June 4, 2007
Public Hearings

Reviewed by
City Mgr's office:

Memo to: Manteca City Council

From: Erika Hollander, Associate Planner
Via: Kyle Kollar, Community Development Director

Date: June 4, 2007

Subject: DAA-06-04 Eighteenth Amendment to the Spreckels Park Development Agreement, 560 Commerce Ct., Manteca Professional Center, LLC

Recommendation:

After taking testimony, staff recommends that the City Council take the followwing course of action:

A. Make the following findings to approve Development Agreement Amendment No. DAA-06-04.

1. The City Council held a duly noticed public hearing in conformance to Government Code Section 65867; and,

2. The City Council has found the Development Agreement Amendment to be consistent with the Manteca General Plan; and,

3. The Development Agreement Amendment is in conformance with the provisions of Gevernment Code Sections 65867.5 Findings of Consistency, and 65868 Amendments of Article 2.5 Development Agreements.

B. Waive the first reading by substitution of the title and introduce Ordinance No. 1363, approving Development Agreement Amendment No. DAA-06-04, Eighteenth Amendment to the Spreckels Park Development Agreement.

Background:

The proposed Development Agreement Amendment modifis the Design Guideline in Exhibit D-1 of the Spreckels Park Development Agreement to establish specific sign requirements for the Manteca Professional Center. The amendment to the Agreement

will only apply to those parcels within the Manteca Professional Center at 560 Commerce Court.

The Planning Commission reviewed the project at their regularly scheduled meeting of May 29, 2007 and decided to forward favorable recommendation to the City Council to approve the amendment.

EH

Attachments:
Planning Commission Agenda Report, May 29, 2007
Eighteenth Amendment to the Spreckels Park Development Agreement
Ordinance No. 1363

WHEN RECORDED MAIL TO:

JOANN TILTON, MMC
CITY CLERK
CITY OF MANTECA
1001 W. CENTER STREET
MANTECA, CA 95337

Doc #: 2007-095763
5/21/07 9:57 AM
Page: 1 of 7 Fee: $25.00
Gary W. Freeman
San Joaquin County Recorders
Paid By: SHOWN ON DOCUMENT

SEVENTEENTH ADMINISTRATIVE AMENDMENT TO THE SPRECKELS PARK DEVELOPMENT AGREEMENT

THIS SEVENTEENTH AMENDMENT is entered into this 8th day of May, 2007 by and between the **CITY OF MANTECA**, a municipal corporation organized and existing under the laws of the State of California ("City") and **AKF DEVELOPMENT, LLC**, a California Limited Liability Company ("Developer"). This Seventeenth Administrative Amendment is to that Development Agreement ("Agreement") entered into the 3rd day of November, 1997, by and between the City and the Developer. City and Developer are from time to time hereinafter referred to individually as a party or collectively as the "parties."

RECITALS

A. Atherton-Kirk Development Corporation had heretofore entered into a development agreement related to the development known as Spreckels Park.

B. Atherton-Kirk Development Corporation has transferred some of its development rights under said development agreement to other companies and corporations who are purchasing individual lots within Spreckels Park and developing them.

C. Atherton-Kirk Development Corporation has transferred its ownership in Spreckels Park to AKF Development, LLC, a California Limited Liability Company.

D. AKF Development, LLC has transferred some of its developing rights under said development agreement to other companies and corporations who are purchasing individual lots within Spreckels Park and developing them. One such transfer of property ownership and development rights was that Parcel identified as Assessors Parcel No. 221-20-25, hereby known as Stonehenge Manteca, LLC, a California Limited Liability Company, and now owned by the individuals listed as signatories to this Seventeenth Administrative Amendment.

E. The Agreement establishes Design Guidelines ("Guidelines") included as Exhibit

D-1 to the original Agreement. The owners of Manteca Retail Center are requesting to be permitted to construct tenant signs in contrast with some of those approved Guidelines.

F. The Agreement authorizes amendments from time to time in whole or in part by mutual consent of the parties. This Seventeenth Administrative Amendment amends the original Agreement as it pertains to architectural design standards and other City development standards on two specific parcels within Spreckels Park.

NOW, THEREFORE, in consideration of the promises, covenants and provisions set forth herein, the parties agree as follows:

AGREEMENT

1. The preamble, Recitals and all defined terms set forth therein as they pertain to the Project are hereby incorporated into this portion of this Seventeenth Administrative Amendment as if set forth herein in full.

2. This Seventeenth Administrative Amendment hereby amends the Agreement. However, except as this Agreement is expressly amended by this Seventeenth Administrative Amendment, the First Amendment, the Second Amendment, the Third Administrative Amendment, the Fourth Amendment, the Fifth Amendment, the Sixth Amendment, the Seventh Administrative Amendment, the Eighth Amendment, the Ninth Amendment, the Tenth Amendment, the Eleventh Amendment, the Twelfth Amendment, the Thirteenth Amendment, the Fourteenth Amendment, the Fifteenth Amendment and the Sixteenth Amendment, the Agreement shall remain operative and in full force and effect.

3. Developer shall comply with the Agreement, as amended, and this Seventeenth Administrative Amendment, and all of the Conditions of Approval set forth in Exhibit D of the original Agreement, unless otherwise provided for in this Seventeenth Administrative Amendment.

4. Exhibit D-1 of the original Agreement shall hereby be amended to read as follows, only as it applies to the Parcel identified in Recital D of this Seventeenth Administrative Amendment. Manteca Professional Center and its owners shall hereinafter be collectively referred to as "Developer" for purposes of this Section 4:

a. Condition 3.7(g) is hereby added to read as follows:

"All signage must be approved under the provisions of the adopted City of Manteca Sign Ordinance, except as otherwise provided for in this Seventeenth Administrative Amendment. Through this Seventeenth Administrative Amendment, Developer shall be permitted to construct two (2) signs as shown on the attached Exhibit D-1.1. Said signs shall be constructed to the specifications

and dimensions shown on the exhibit. The signs shall be located as further shown on Exhibit D-1.2."

5. Developer shall be the first to sign this Seventeenth Administrative Amendment and then shall deliver this Seventeenth Administrative Amendment to the City Manager for his signature. After the City Manager signs this Seventeenth Administrative Amendment, the City Clerk shall, at Developer's expense, record an executed copy of same in the Official Records of the County of San Joaquin.

IN WITNESS WHEREOF, this Seventh Administrative Amendment has been approved and executed by each party hereto as of the day and year shown on the notarial acknowledgment pages to this Agreement; the last date in time shall be the date appearing in the preamble to this Seventh Administrative Amendment.

"City"

CITY OF MANTECA

Robert F. D. Adams, City Manager

"Developer"

Stonehenge Manteca, LLC,
a California Limited Liability Company

James M. Kessler, Manager

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California
County of San Joaquin }

On 5/9/07 (Date) before me, Sheri Q Ginter, Notary Public, (Name and Title of Officer (e.g., "Jane Doe, Notary Public"))

personally appeared Robert F.D. Adams (Name(s) of Signer(s))

☑ personally known to me

☐ (or proved to me on the basis of satisfactory evidence)

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

WITNESS my hand and official seal.

Signature _____ (Signature of Notary Public)

Place Notary Seal Above

OPTIONAL

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

Description of Attached Document

Title or Type of Document: Administrative Amendment

Document Date: 5/8/07 Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____
☐ Individual
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Attorney in Fact
☐ Trustee
☐ Guardian or Conservator
☐ Other: _____
Signer Is Representing: _____

RIGHT THUMBPRINT OF SIGNER
Top of thumb here

Signer's Name: _____
☐ Individual
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Attorney in Fact
☐ Trustee
☐ Guardian or Conservator
☐ Other: _____
Signer Is Representing: _____

RIGHT THUMBPRINT OF SIGNER
Top of thumb here

© 2006 National Notary Association • 9350 De Soto Ave., P.O. Box 2402 • Chatsworth, CA 91313-2402 Item No. 5907 v609 Reorder: Call Toll-Free 1-800-876-6827

CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT

State of California

County of San Francisco

On 4-30-2007 before me, Pamela Kahn notary Public ,
Name and Title of Officer (e.g., "Jane Doe, Notary Public")

personally appeared James M. Kessler ,
Name(s) of Signer(s)

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

WITNESS my hand and official seal.

PAMELA KAHN
COMM #1679780
Notary Public-California
SAN FRANCISCO COUNTY
My Comm. Exp. Aug 3, 2010

Pamela Kahn
Signature of Notary Public

---------- ***OPTIONAL*** ----------

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

Description of Attached Document

Title or Type of Document: Seventeeth Administrative Amendment to the Speckles Park Development agreement

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

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

RIGHT THUMBPRINT OF SIGNER
Top of Thumb here

Signer Is Representing:

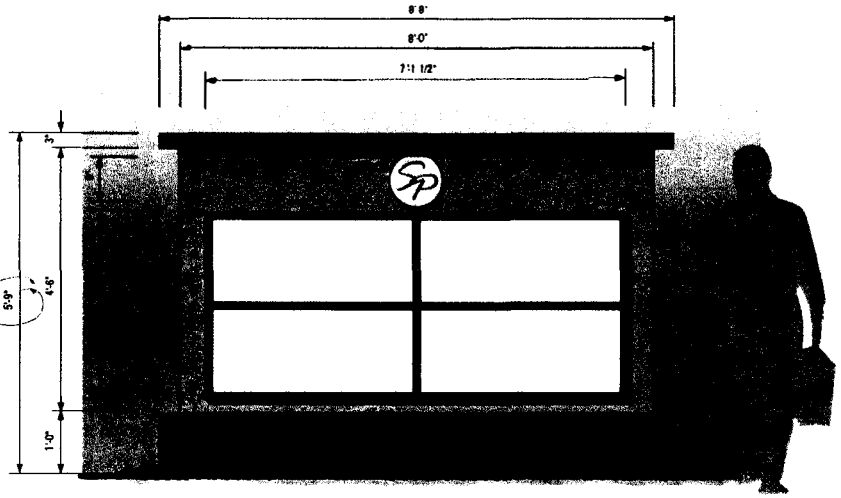
Signer's Name: _____

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

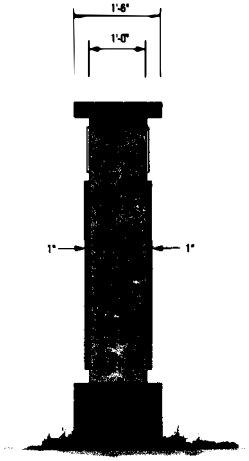
RIGHT THUMBPRINT OF SIGNER
Top of Thumb here

Signer Is Representing:

Display face is => 22.56 ft² OK



MAX Height 5' per 17.17.030



A.1 A.2 SIGN ELEVATION SCALE: 1/2" = 1'-0"

Two (2) D/F internally illuminated monument signs.

ITEM	DESCRIPTION	VENDOR	SPECIFICATION
Structure	Metal	Benjamin Moore w/ texcoat	#HC-89 "Northampton Putty"
Roof & Base	Metal	Benjamin Moore w/ texcoat	#2107-30 "Rockies Brown"
Tenant cabinet	Metal	Benjamin Moore	#2107-30 "Rockies Brown"
Tenant face	Polycarbonate	GE	White Lexan
Circle	1/2" FCOacrylic	Matthews	Beige #282-207, satin
Logo	Vinyl	3M	Russet Brown #7725-29

ARROW

1051 46th Avenue
Oakland, CA 94601
Phone 510.533.7693
Fax. 510.533.0815
Lic. #314794
www.arrowsigncompany.com

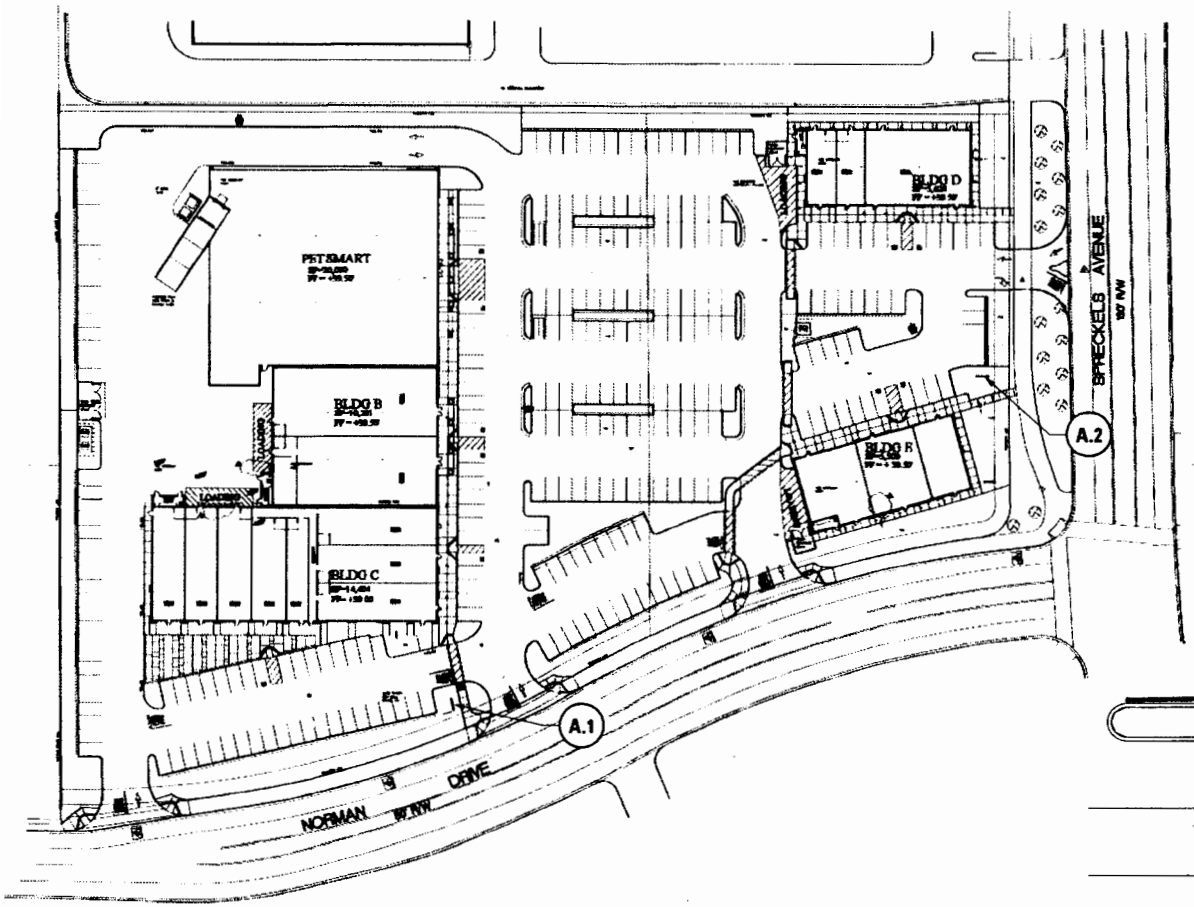
Exhibit D-1.1

Job Name:	Sprouts Stripcenter
Address:	Sprouts / Norman
City:	Manteca, CA
Date:	11-02-06
Sales:	Tom Salmon
Design:	German N.
Design:	10663
Filename:	2006/S/Sprouts Stripcenter
Sheet:	1

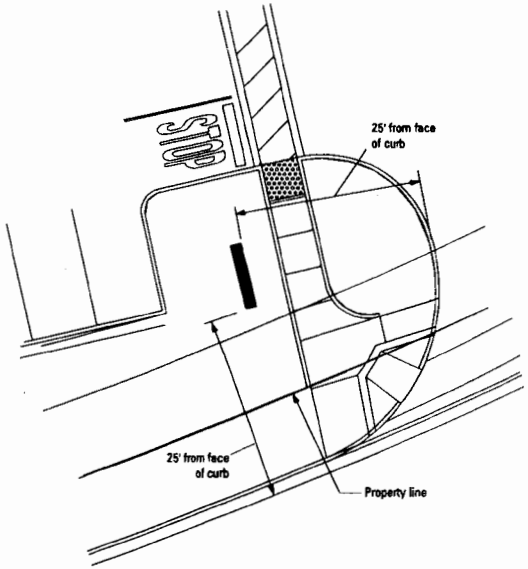
Customer Approval:

Revision	Date	Description
A	11-21-06	Delete option, add callout
B	12-12-06	Add logo
C	12-14-06	Correct quantity
D	12-18-06	Delete trim
E	1-23-07	Change sign designation, add sales spec

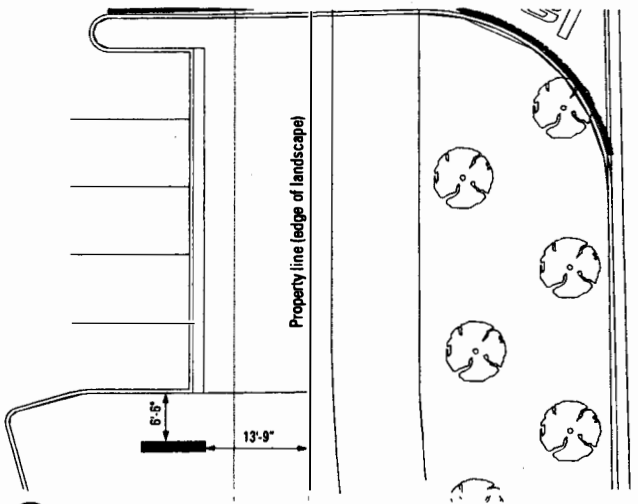
This is an original unpublished drawing prepared by you by Arrow Sign Co. as a sign program designed for your business. It is not to be shown to anyone outside of your organization nor to be reproduced, copied or exhibited in any fashion.



SITE PLAN NOT TO SCALE



A.1 SIGN LOCATION SCALE: 1/16" = 1'-0"



A.2 SIGN LOCATION SCALE: 1/16" = 1'-0"

Sign locations meet
sight distance standards
(17.17.030.C.)

APPROVED 4/11/07

ARROW
1051 46th Avenue
Oakland, CA 94601
Phone 510.533.7693
Fax. 510.533.0815
Lic. #314794
www.arrowsigncompany.com

Exhibit D-1.2

Job Name:	Spreckels Stripcenter
Address:	Spreckels / Norman
City:	Manteca, CA
Date:	11-02-06
Sales:	Tom Salmon
Design:	German N.
Design:	10663
Filename:	2006/S/Spreckels Stripcenter
Sheet:	2

Customer Approval:

Revision	Date	Description
A	4-4-07	Revise location of A.1
B	4-11-07	Add setback to "A1"

This is an original unpublished drawing prepared for you by Arrow Sign Co. Inc or sign program designed for your business. It is not to be shown to anyone outside of your organization nor to be reproduced, copied or exhibited in any fashion.

CITY OF MANTECA

CITY CLERK

May 18, 2007

Teresa Williamson, Assistant Recorder
San Joaquin County Recorder's Office
Post Office Box 1968
Stockton, CA 95201-1968

Dear Teresa:

Enclosed for recordation with your office is the Seventeenth Administrative Amendment to the Spreckels Park Development Agreement, along with a check for $25.00 as recording fees.

Please return this document to our office once recorded.

Thanks for your assistance with this matter. I can be reached at 825-2332 if you have any questions.

Sincerely,

Chris Moore

CHRIS MOORE, CMC
Deputy City Clerk

/cam
Enclosures

1001 W. CENTER ST. • MANTECA, CA 95337 • (209) 239-8417 • FAX (209) 825-2333
www.ci.manteca.ca.us
Printed on Recycled Paper

CITY OF MANTECA

Request for Warrant

COPY

Instructions: To be used for payments to private parties, firms, or other agencies in cases or for transactions where a Purchase Order or Requisition is not required. This form does not replace Expense Claim Form which is used for the Finance Department Revolving Fund. Attach invoice or other supporting documents.

To: **Finance Department** Date: May 9, 2007

From: City Clerk's Office Budget Account: 001-0909-512.13-26

Please Prepare a Warrant in the Amount of $25.00

Payable To SJ County Recorder's Office
Mail To: c/o City Clerk's Office
For: Filing Fees

INVOICE DATE	INVOICE NO.	DESCRIPTION	AMOUNT
		17th Administrative Amendment to the Spreckels Park Development Agreement - Filing Fees 1 page @ $7/ 6 pages @ $3	$ 25.00
		TOTAL	$25.00

Department Certification: The above has been approved for payment at the directive of the City Council, or are items required for the operation or benefit of the City of Manteca, California, and the services or supplies have been received; are due for payment as they have not previously been paid.

05/09/07

Requested by Department Head **Date** **Approved for Payment** **Date**

Finance Department Use:
Budget Account Verified _____ Date: _____

DOC # 2006-106194
05/16/2006 09:21A Fee:43.00
Page 1 of 13
Recorded in Official Records
County of San Joaquin
GARY W. FREEMAN
Assessor-Recorder-County Clerk
Paid by CITY OF STOCKTON

WHEN RECORDED MAIL TO:

JOANN TILTON, MMC
CITY CLERK
CITY OF MANTECA
1001 W. CENTER STREET
MANTECA, CA 95337

SIXTEENTH AMENDMENT TO THE SPRECKELS PARK DEVELOPMENT AGREEMENT

THIS SIXTEENTH AMENDMENT is entered into this 14th day of June, 2006 by and between the **CITY OF MANTECA**, a municipal corporation organized and existing under the laws of the State of California ("City") and **AKF DEVELOPMENT, LLC**, a California Limited Liability Company ("Developer"). This Sixteenth Amendment is to that Development Agreement ("Agreement") entered into the 3rd day of November, 1997, by and between the City and the Developer. City and Developer are from time to time hereinafter referred to individually as a party or collectively as the "parties."

RECITALS

A. Atherton-Kirk Development Corporation had heretofore entered into a development agreement related to the development known as Spreckels Park.

B. Atherton-Kirk Development Corporation has transferred some of its development rights under said development agreement to other companies and corporations who are purchasing individual lots within Spreckels Park and developing them.

C. Atherton-Kirk Development Corporation has transferred its ownership in Spreckels Park to AKF Development, LLC, a California Limited Liability Company.

D. AKF Development, LLC has transferred some of its developing rights under said development agreement to other companies and corporations who are purchasing individual lots within Spreckels Park and developing them. One such transfer of property ownership and development rights were those Parcels identified as Assessors Parcel No. 221-250-29, now owned by Craig M. Bobson and Anne C. Bobson, a husband and wife.

E. The Agreement establishes Industrial Design/Architectural and Landscape Standards ("Standards") included as Exhibit D-1 to the Agreement. Craig and Anne Bobson, as owners of Yosemite Medical Arts, are requesting to be permitted to construct their building in contrast with some of those approved Standards.

F. The Agreement authorizes amendments from time to time in whole or in part by

mutual consent of the parties. This Sixteenth Amendment amends the original Agreement as it pertains to architectural design standards and other City development standards on two specific parcels within Spreckels Park.

NOW, THEREFORE, in consideration of the promises, covenants and provisions set forth herein, the parties agree as follows:

AGREEMENT

1. The preamble, Recitals and all defined terms set forth therein as they pertain to the Project are hereby incorporated into this portion of this Sixteenth Amendment as if set forth herein in full.

2. This Sixteenth Amendment hereby amends the Agreement. However, except as this Agreement is expressly amended by this Sixteenth Amendment, the First Amendment, the Second Amendment, the Third Administrative Amendment, the Fourth Amendment, the Fifth Amendment, the Sixth Amendment, the Seventh Administrative Amendment, the Eighth Amendment, the Ninth Amendment, the Tenth Amendment, the Eleventh Amendment, the Twelfth Amendment, the Thirteenth Amendment, the Fourteenth Amendment and the Fifteenth Amendment, the Agreement shall remain operative and in full force and effect.

3. Developer shall comply with the Agreement, as amended, and this Sixteenth Amendment, and all of the Conditions of Approval set forth in Exhibit D of the original Agreement, unless otherwise provided for in this Sixteenth Amendment.

4. Exhibit D-1 of the original Agreement shall hereby be amended to read as follows, only as it applies to the Parcel identified in Recital D of this Sixteenth Amendment. Yosemite Medical Arts shall hereinafter be referred to as "Developer" for purposes of this Section 4:

a. Condition 1.1 Permitted Uses and Conditionally Permitted Uses is hereby amended to read as follows:

"Medical and dental office use. Medical and dental offices are facilities primarily engaged in furnishing outpatient non-residential medical and dental health services. Accessory retail associated with medical uses, such as pharmacies and sale of medical supplies, shall be permitted. Such retail area shall not exceed 25 percent of the total building square footage."

b. Condition 3.1(a) is hereby amended to add the following:

"Minimum Lot Size: Developer shall be permitted to construct the project on reduced lot areas for Lot Nos. 1-3 as follows:

- Lot 1: Minimum lot size: 12,000 square feet
- Lot 2: Minimum lot size: 15,000 square feet
- Lot 3: Minimum lot size: 12,000 square feet

These lot areas are further outlined in the attached Exhibit 1 to this Sixteenth Amendment."

c. Condition 3.1(b) is hereby amended to add the following:

"Building Coverage, Height and Setbacks. Notwithstanding the remainder of the setbacks listed in this condition, Developer shall be permitted to construct the entire site (Buildings A, B, C and Lot A) to have the following setbacks:

- Front setback shall be from the property line along Norman Drive – minimum front setback shall be twenty feet (20');
- Side setback shall be a minimum of fifteen feet (15').

Building shall be generally located as shown in the attached Exhibit 2 to this Sixteenth Amendment."

d. Condition 3.2(i) is hereby amended to add the following:

"Developer shall be permitted to develop the project with loading space dimensions reduced to ten feet (10') by forty feet (40') as outlined in the attached Exhibit 2 to this Sixteenth Amendment."

e. Condition 3.7 (g) is hereby added to read:

"For Parcel #221-250-29, Developer shall be permitted to develop the project according to the sign program outlined in Exhibit 3 to this Sixteenth Amendment. In addition, Developer shall include the following two signs within the easement located on Exhibit 3. These two signs are for the benefit of Parcel A as shown in Exhibit 3 to allow for off premise signage. Those two signs shall be constructed as follows:

(1) One additional freestanding sign (24 square feet per display face) along Norman Drive, shall be permitted within one hundred feet (100') of another freestanding sign (total number of freestanding signs = 5).

This additional freestanding sign may be located within twenty-five feet (25') of the driveway as an illuminated or non-illuminated monument sign no higher than three and one-half feet (3 ½') or a pole sign.

A pole sign is defined as a sign mounted on a freestanding pole or other support so that the bottom edge of the sign face is six feet (6') or more above finished grade.

(2) One directional sign, which may include a business name or logo, no more than twelve (12) square feet per display face."

5. Developer shall be the first to sign this Sixteenth Amendment and then shall deliver this Sixteenth Amendment to the City Manager, who will immediately schedule this Sixteenth Amendment for public hearings before the Planning Commission and City Council. Following the City Council's approval of this Sixteenth Amendment, the Mayor shall sign this Sixteenth Amendment, and the City Clerk shall, at Developer's expense, record an executed copy of same in the Official Records of the County of San Joaquin.

IN WITNESS WHEREOF, this Sixteenth Amendment has been approved and executed by each party hereto as of the day and year shown on the notarial acknowledgment pages to this Agreement; the last date in time shall be the date appearing in the preamble to this Sixteenth Amendment.

"City"

CITY OF MANTECA

Willie W. Weatherford, Mayor

"Developer"

Craig M. Bobson and Anne C. Bobson, a husband and wife

Craig M Bobson, Owner

Anne C. Bobson, Owner

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California
County of San Joaquin } ss.

On 5/4/06 (Date), before me, Sheri L. Ginter, Notary Public (Name and Title of Officer (e.g., "Jane Doe, Notary Public"))

personally appeared Willie W. Weatherford (Name(s) of Signer(s)),

☑ personally known to me

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

SHERI L. GINTER
Commission # 1410077
Notary Public - California
San Joaquin County
My Comm. Expires Apr 8, 2007

Place Notary Seal Above

WITNESS my hand and official seal.

Sheri L. Ginter
Signature of Notary Public

OPTIONAL

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

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____
☐ Individual
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Attorney in Fact
☐ Trustee
☐ Guardian or Conservator
☐ Other: _____
Signer Is Representing: _____

RIGHT THUMBPRINT OF SIGNER
Top of thumb here

Signer's Name: _____
☐ Individual
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Attorney in Fact
☐ Trustee
☐ Guardian or Conservator
☐ Other: _____
Signer Is Representing: _____

RIGHT THUMBPRINT OF SIGNER
Top of thumb here

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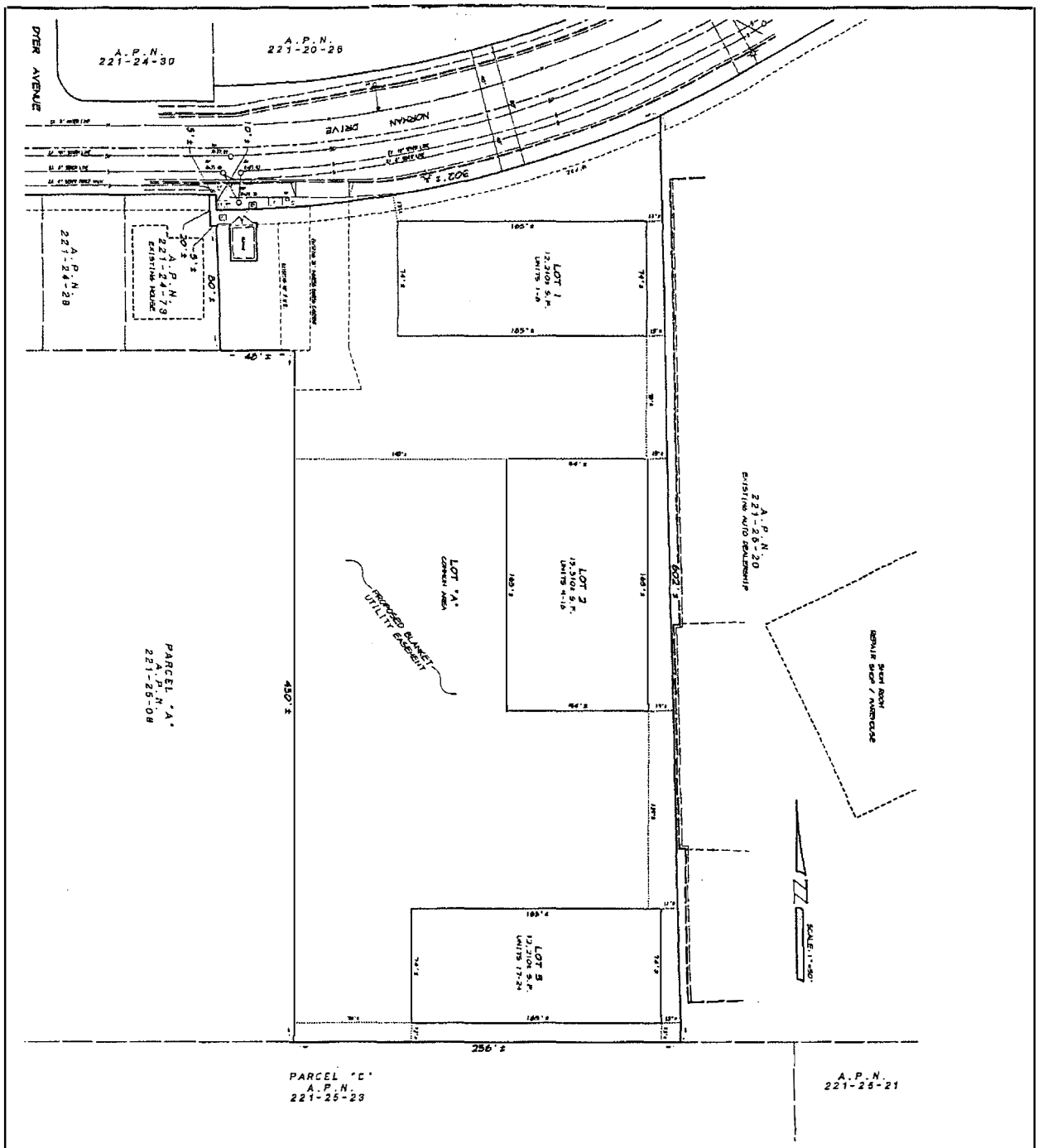
Exhibit 1



STATEMENT OF SUBDIVIDER

A. ALL IMPROVEMENTS TO BE INSTALLED SHALL BE INSTALLED IN ACCORDANCE WITH THE CITY OF MANTECA STANDARDS.

B. STORM DRAINAGE: STORM WILL CONNECT TO THE EXISTING CITY OF MANTECA STORM DRAINAGE BASIN.

C. SANITARY SEWER: SEWER WILL CONNECT TO THE EXISTING CITY OF MANTECA SYSTEM.

D. WATER SUPPLY: DOMESTIC WATER WILL CONNECT TO THE EXISTING CITY OF MANTECA SYSTEM.

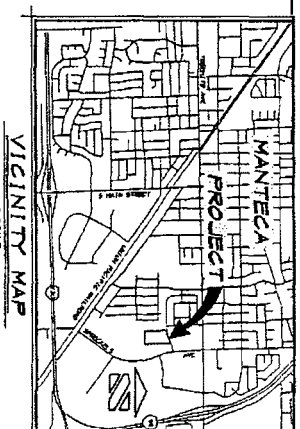
E. NO PUBLIC AREAS ARE PROPOSED WITH THIS DEVELOPMENT.

OWNER/SUBDIVIDER:

DR. CRAIG M. BOBSON & ANNE BOBSON
2134 EAST NORTH STREET
MANTECA, CA 95336
PH: (209) 825-7749

VICINITY MAP

NO SCALE



GENERAL NOTES

1. ASSESSOR'S PARCEL NUMBER: A PORTION OF 221-25-08
2. PRESENT ZONING: BTP (RESEARCH/INDUSTRIAL PARK)
3. PROPOSED ZONING: BTP (RESEARCH/INDUSTRIAL PARK)
4. GENERAL PLAN DESIGNATION: LI (LIGHT INDUSTRIAL)
5. SITE SUMMARY: TOTAL PROJECT SITE = 5.34 ACRES BEING DIVIDED INTO 4 LOTS; LOTS 1, 2 AND 3 ARE FOR CONDOMINIUM PURPOSES, TO THE REQUIRED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS (C.C.& R'S), AND LOT 'A' COMMON AREA.
6. SITE CONFIGURATION WITHIN LOT 'A' (COMMON AREA) SHALL BE PURSUANT TO SITE PLAN APPROVAL SPR-25-21. ALL PORTIONS OF BUILDING 'A' TO BE WITHIN LOT 1. ALL PORTIONS OF BUILDING 'B' TO BE WITHIN LOT 2. ALL PORTIONS OF BUILDING 'C' TO BE WITHIN LOT 3.
7. LOT 'A' SHALL BE A BLANKET EASEMENT FOR PURPOSE OF ALL UTILITIES AND ACCESS. EXCEPTING THEREFROM THAT AREA WITHIN THE PHYSICAL BOUNDARY OF ANY BUILDINGS TO BE CONSTRUCTED IN SUBSTANTIAL CONFORMANCE WITH THE APPROVED PLANS.
8. THE PROPERTY LINE DISTANCES, BEARINGS, AND ALL OTHER DIMENSIONS SHOWN ON THIS MAP ARE BASED ON RECORD ASSESSOR'S MAPS OR BOTH, AND PRELIMINARY FIELD OBSERVATIONS BY OFFICE PERSONNEL AND DO NOT REFLECT AN ACTUAL FIELD SURVEY.
9. PURSUANT TO SECTION 66445 (J) OF THE SUBDIVISION MAP ACT, THE DESIGN OF THIS SUBDIVISION PROVIDES THE RIGHT TO PLAT MULTIPLE SUBDIVISION MAPS.
10. UTILITY LINES SHOWN ON THIS MAP ARE BASED ON PRELIMINARY REVIEW AND ARE SUBJECT TO CHANGE AT TIME OF THE DEVELOPMENT OF THE PROJECT IMPROVEMENT PLANS.

LEGEND

- EX. SEWER LINE
- EX. STORM DRAIN LINE
- EX. WATER LINE
- EX. FIRE HYDRANT
- EX. ELECTROLIER
- EX. MANHOLE
- PUBLIC UTILITY EASEMENT

REVISION	DATE	DESCRIPTION	BY

TENTATIVE SUBDIVISION MAP
FOR CONDOMINIUM PURPOSES

YOSEMITE MEDICAL ARTS

ASSOCIATED ENGINEERING, INC.
Surveying · Design · Planning
1206 TECHNOLOGY DRIVE
MODESTO, CALIFORNIA 95354

DRAWN BY: R.F.H.
DATE: 7/28/21
SCALE: 1"=30'
DWG. 496-TMC
JOB NO. 496.02
SHEET 1 OF 1

Exhibit 3

(3 pages)

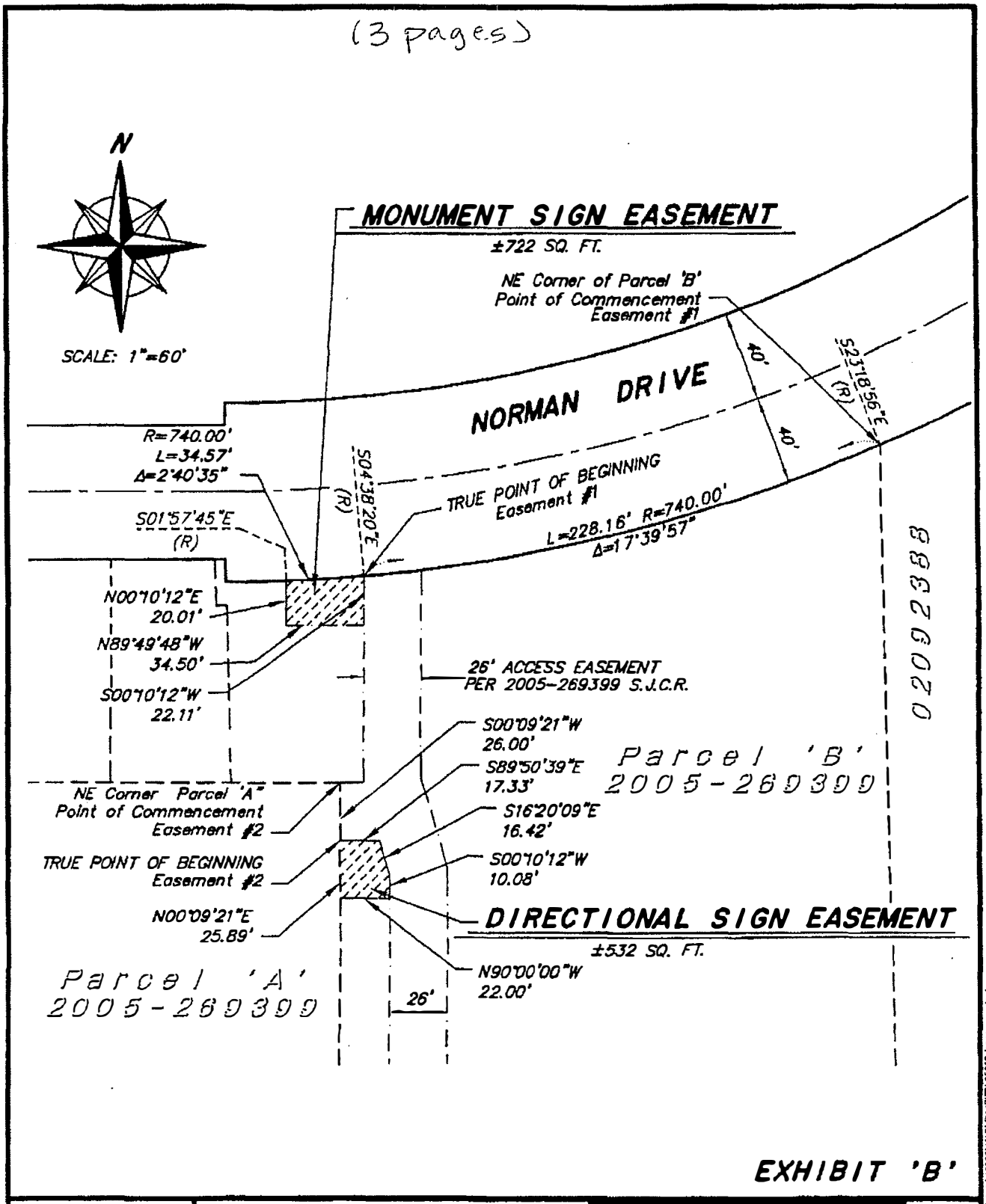


EXHIBIT 'B'

Drawn By:	JH
Date:	11/10/05
Scale:	1"=60'
Job No.:	05262
Phone:	209.526.4214

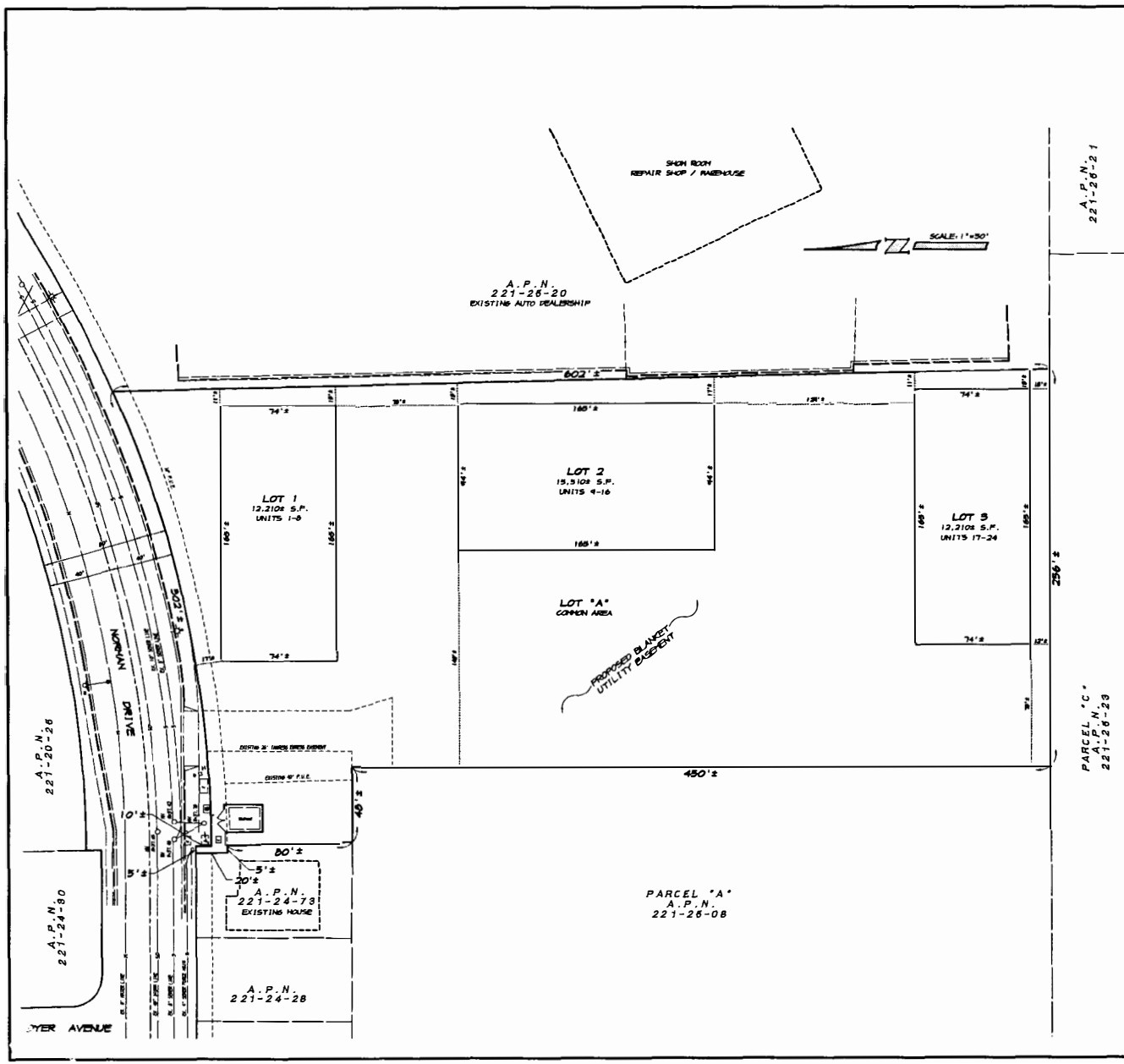
PLAT TO ACCOMPANY LEGAL DESCRIPTION

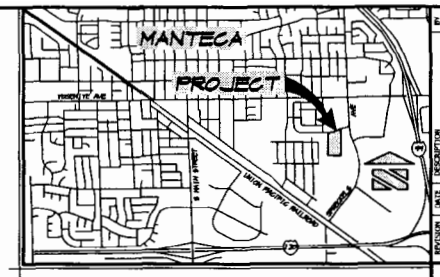
Portion of Parcel 'B' OF Grant Deed, DOC. NO. 2005-269399 S.J.C.R.

MANTECA CALIFORNIA

mid-valley engineering

SHEET 1 OF 1





VICINITY MAP

NO SCALE

OWNER/SUBDIVIDER:

DR. CRAIG M. BOBSON
& ANNE BOBSON
2134 EAST NORTH STREET
MANTECA, CA 95336
PH: (209) 825-7748

STATEMENT OF SUBDIVIDER

A. ALL IMPROVEMENTS TO BE INSTALLED SHALL BE INSTALLED IN ACCORDANCE WITH THE CITY OF MANTECA STANDARDS.

B. STORM DRAINAGE: STORM WILL CONNECT TO THE EXISTING CITY OF MANTECA STORM DRAINAGE BASIN.

C. SANITARY SEWER: SEWER WILL CONNECT TO THE EXISTING CITY OF MANTECA SYSTEM.

D. WATER SUPPLY: DOMESTIC WATER WILL CONNECT TO THE EXISTING CITY OF MANTECA SYSTEM.

E. NO PUBLIC AREAS ARE PROPOSED WITH THIS DEVELOPMENT.

GENERAL NOTES

1. ASSESSOR'S PARCEL NUMBER: A PORTION OF 221-26-08
2. PRESENT ZONING: BIP (BUSINESS/INDUSTRIAL PARK)
3. PROPOSED ZONING: BIP (BUSINESS/INDUSTRIAL PARK)
4. GENERAL PLAN DESIGNATION: LI (LIGHT INDUSTRIAL)
5. SITE SUMMARY: TOTAL PROJECT SITE = 3.34 ACRES BEING DIVIDED INTO 4 LOTS; LOTS 1,2 AND 3 ARE FOR CONDOMINIUM PURPOSES, AND WILL CONTAIN A MAXIMUM OF 24 CONDOMINIUM UNITS PURSUANT TO THE RECORDED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS (C.C.& R'S); AND LOT "A" COMMON AREA.
6. SITE CONFIGURATION WITHIN LOT "A" (COMMON AREA) SHALL BE PURSUANT TO SITE PLAN APPROVAL SPC-05-22. ALL PORTIONS OF BUILDING "A" TO BE WITHIN LOT 1. ALL PORTIONS OF BUILDING "B" TO BE WITHIN LOT 2. ALL PORTIONS OF BUILDING "C" TO BE WITHIN LOT 3.
7. LOT "A" SHALL BE A BLANKET EASEMENT FOR PURPOSE OF ALL UTILITIES AND ACCESS. EXCEPTING THEREFROM THAT AREA WITHIN THE PHYSICAL BOUNDARY OF ANY BUILDINGS TO BE CONSTRUCTED IN SUBSTANTIAL CONFORMANCE WITH THE APPROVED PLANS.
8. THE PROPERTY LINE DISTANCES, BEARINGS, AND ALL OTHER DIMENSIONS SHOWN ON THIS MAP ARE TAKEN FROM DEEDS, ASSESSOR'S MAPS, OR BOTH, AND PRELIMINARY FIELD OBSERVATIONS BY OFFICE PERSONNEL AND DO NOT REFLECT AN ACTUAL FIELD SURVEY.
9. PURSUANT TO SECTION 66466.1 OF THE SUBDIVISION MAP ACT, THE OWNER-SUBDIVIDER HEREBY RESERVES THE RIGHT TO FILE MULTIPLE SUBDIVISION MAPS.
10. UTILITY LINES SHOWN ON THIS MAP ARE BASED ON PRELIMINARY DESIGN AND ARE SUBJECT TO CHANGE AT TIME OF THE DEVELOPMENT OF THE PROJECT IMPROVEMENT PLANS.

LEGEND

- EX. SEWER LINE
- EX. STORM DRAIN LINE
- EX. WATER LINE
- EX. FIRE HYDRANT
- EX. ELECTROLIER
- EX. MANHOLE
- PUBLIC UTILITY EASEMENT

ASSOCIATED ENGINEERING, INC.
Surveying · Design · Planning
4206 TECHNOLOGY DRIVE
MODESTO, CALIFORNIA 95356
PH: (209) 522-3096 · FAX: (209) 522-3975

BY | DESCRIPTION | DATE

TENTATIVE SUBDIVISION MAP FOR CONDOMINIUM PURPOSES

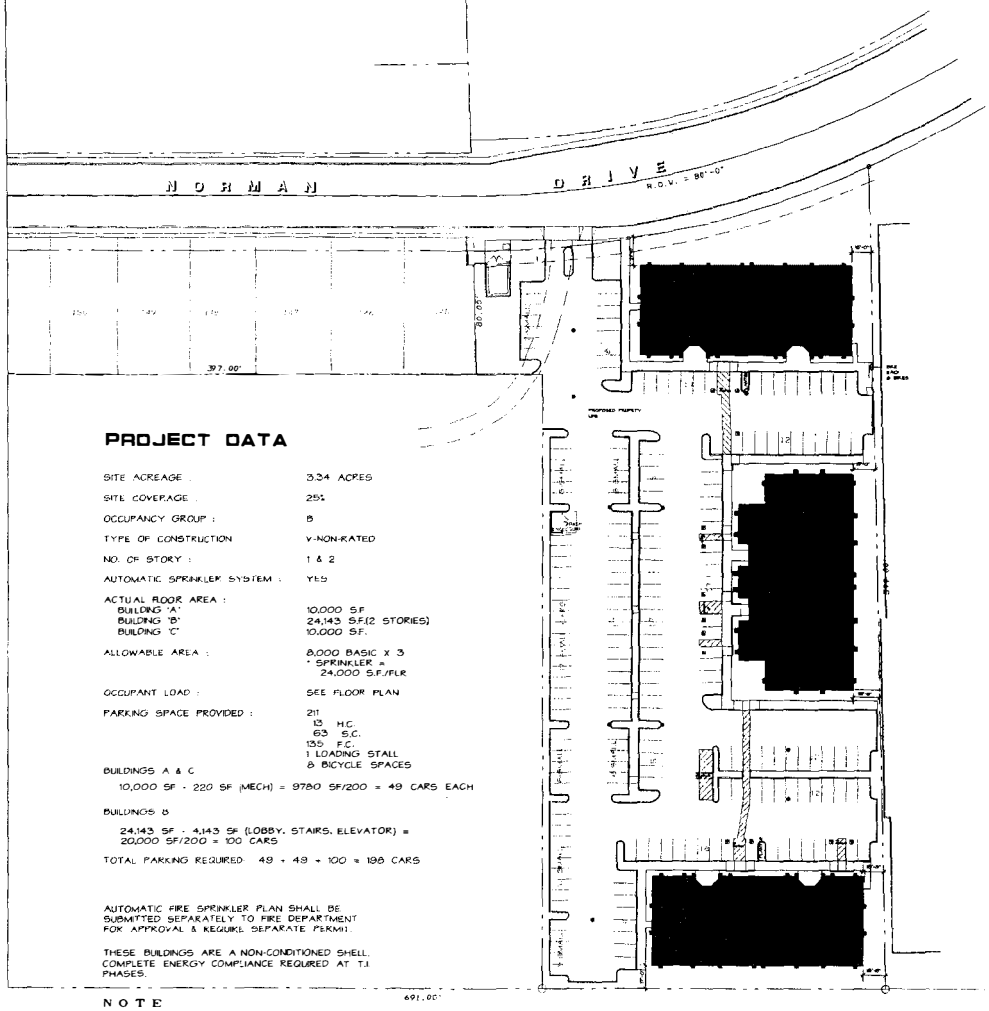
YOSEMITE MEDICAL ARTS

MANTECA CALIFORNIA

RYAN CARROLL, R.C.E. 82819
DANIEL ENGLAND, L.S. 9165
DAVE BOSTROM, L.S. 7128

DRAWN BY: R.M.U.
DATE: 3/20/08 2:00
SCALE: 1"=30'
DWG: 456-TSM9
CHECKED:
JOB #: 456-05

SHEET 1 OF 1



PROJECT DATA

SITE ACREAGE :	3.34 ACRES
SITE COVERAGE :	25%
OCCUPANCY GROUP :	B
TYPE OF CONSTRUCTION	V-NON-RATED
NO. OF STORY :	1 & 2
AUTOMATIC SPRINKLER SYSTEM :	YES
ACTUAL FLOOR AREA :	
BUILDING 'A'	10,000 S.F.
BUILDING 'B'	24,143 S.F.(2 STORIES)
BUILDING 'C'	10,000 S.F.
ALLOWABLE AREA :	8,000 BASIC X 3 * SPRINKLER = 24,000 S.F./FLR
OCCUPANT LOAD :	SEE FLOOR PLAN
PARKING SPACE PROVIDED :	211 13 H.C. 63 S.C. 135 F.C. 1 LOADING STALL 8 BICYCLE SPACES

BUILDINGS A & C

10,000 SF - 220 SF (MECH) = 9780 SF/200 = 49 CARS EACH

BUILDINGS B

24,143 SF - 4,143 SF (LOBBY, STAIRS, ELEVATOR) = 20,000 SF/200 = 100 CARS

TOTAL PARKING REQUIRED: 49 + 49 + 100 = 198 CARS

AUTOMATIC FIRE SPRINKLER PLAN SHALL BE SUBMITTED SEPARATELY TO FIRE DEPARTMENT FOR APPROVAL & REQUIRE SEPARATE PERMIT.

THESE BUILDINGS ARE A NON-CONDITIONED SHELL. COMPLETE ENERGY COMPLIANCE REQUIRED AT T.I PHASES.

NOTE

SHELL BUILDINGS, NOT FOR OCCUPANCY. A SEPARATE PERMIT WILL BE REQUIRED PRIOR TO OCCUPANCY OF EACH BUILDING.

RECEIVED
FEB 2 3 2006
Community Development Department
SPC-05-22

MAP (B)

SITE PLAN
SCALE : 1" = 40'-0"

(A)

REVISIONS

PROJECT NAME: OFFICE BUILDINGS FOR
YOSEMITE MEDICAL ARTS
NORMAN DRIVE
MANTECA, CA. 95336

SHEET TITLE: | DATE 1/30/06 | DRAWN BY: C.M. L.S.C. | JOB NUMBER: 0525 | SIGNATURE

YOSHINO/SHAW & ASSOCIATES
A I A
ARCHITECTS
1016 N. GOLDEN STATE BLVD
TURLOCK, CALIFORNIA 95380
PHONE (209) 667-2603
FAX # (209) 667-2604

SHEET NO.
A-1.0

Yosemite Medical Arts Professional Center
3331 Norman Dr.
Manteca, CA
Sign Criteria

Criteria by Greg Kyler, City Signs, 1027 Emerald Ave. A-3 Modesto, CA 95351

209-549-2412 tel, 209-549-2419 fax.

1. INTENT

For the purpose of assuring an outstanding professional center, and for the mutual benefit of all Owners. Common Area Association has chosen a sign program, which operates in accordance with the planning, and architecture of the project. These criteria have been established for the purpose of assuring all signage within the Professional Center, be consistent with the established architectural theme of the project.

2. APPROVALS AND CONFORMANCE

A. Prior to fabrication and installation, all signs and signage layouts must be reviewed and approved by Common Area Association, or Common Area Association's Agent, for conformance with these criteria. Approval or disapproval of signs, based on aesthetics or design, shall remain at the sole discretion of the Common Area Association and its' authorized representatives. To obtain approval, Owner or the sign company contracted by Owner, shall submit, before fabrication or application for permits, three (3) sets of detailed drawings for the proposed signage for Common Area Association approval, to the following:

TO BE DETERMINED

These drawings must indicate the quantity, size, material, color, typestyle, logo, & installation details and location of proposed signage.

B. Compliance with these regulations and guidelines will be strictly enforced. Any non-compliance or unapproved signs must be brought into compliance immediately. Common Area Association shall have the right to remove, upon seven-(7) day written notice; any signs installed contrary to these criteria, at Owner's expense.

C. Owner shall be responsible for the fulfillment of all requirements and specifications of Exhibit.

D. All permits for signs and their installation shall be obtained and paid for by Owner or Sign Company.

3. GENERAL REQUIREMENTS

A. All signs and Logos will be limited to, specific Company name & logo, or corporate name and logos. Products sold, or Services offered, will not be allowed as part of the sign.

B. Owner shall maintain all signs in satisfactory appearance. Owner shall be solely responsible for all costs incurred, as a result of, penetration, leaks, damage and/or sign defacement caused by Owner's signage contractor. Said contractor shall repair any damage to property created by said signage installation

C. Each sign contractor shall seal off, and cosmetically touch-up, all mounting holes; plus, leave the premises free of debris upon completion of signage installation.

D. All penetrations of the building structure, as required for sign installation, will be neatly sealed in watertight condition.

E. Common Area Association or Common Area Association's Agent, as indicated on the approved signage improvement plans, will permit signs only within the sign areas designated.

F. No sign, or any portion of such, may project above the parapet, or top of wall, on which sign is mounted.
G. Painted lettering will not be permitted.

4. SIGN AREA AND ALLOWED SIGN TYPES.

A. Sign area for each Owner in Buildings A, B, C, will not exceed 4 square feet of sign area.
B. Owner Signs will be located at area next to their entry door; ex. exterior signs for Buildings A & C and interior signs for Building B.
C. Each Building will have Address numbers, in 8" tall, individual numbers, along with any alpha charters, to distinguish, that building. Address numbers along with any alpha charters will be in a contrasting color to the buildings. Each Building will be allowed two address numbers and letters.
D. The Address numbers and letters will be constructed using ½" thick, FCO acrylic, painted (color to be determined.)

5. MONUMENT SIGNS

A. This complex will have three freestanding, Directory signs, located in front of each building. Each sign will list each Owner, and will not exceed 6' in overall height, and 24 square feet of sign area. (See attached exhibit for monument sign drawings). These signs will include the complex name and address.
B. This complex will also have one Illuminated monument sign near the entrance to the property. This sign will not exceed 6' in overall height and not exceed 24 square feet of sign area per display face. This sign will include the complex name, street addresses, only.
C. This sign will be located near the entrance to the property, remaining outside of the clear view triangle. See plot plan for exact location.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California
County of San Joaquin } ss.

On April 3, 2006 (Date), before me, Margaret Miller, Notary Public (Name and Title of Officer (e.g., "Jane Doe. Notary Public")),

personally appeared Anne C Bolsen and Craig M. Bolsen (Name(s) of Signer(s)),

☑ personally known to me

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

MARGARET MILLER
Commission # 1628284
Notary Public — California
San Joaquin County
My Comm. Expires Dec 9, 2009

WITNESS my hand and official seal.

Place Notary Seal Above

Margaret Miller
Signature of Notary Public

OPTIONAL

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

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

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

Signer Is Representing: _____

RIGHT THUMBPRINT OF SIGNER
Top of thumb here

Signer's Name: _____

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

Signer Is Representing: _____

RIGHT THUMBPRINT OF SIGNER
Top of thumb here

© 2004 National Notary Association • 9350 De Soto Ave., P.O. Box 2402 • Chatsworth, CA 91313-2402 Item No. 5907 Reorder: Call Toll-Free 1-800-876-6827

CITY OF MANTECA

CITY CLERK

May 12, 2006

Teresa Williamson, Assistant Recorder
San Joaquin County Recorder's Office
Post Office Box 1968
Stockton, CA 95201-1968

Dear Teresa:

Enclosed for recordation with your office are the following:

1. Sixteenth Amendment to the Spreckels Park Development Agreement; and
2. Lincoln Estates Development Agreement.

A check for $188.00 has been included to cover recording fees. Our Finance Department is now requiring receipts for recorded documents.

Please return these documents to our office once recorded.

Thanks for your assistance with this matter. I can be reached at 825-2332 if you have any questions.

Sincerely,

Chris Moore

CHRIS MOORE, CMC
Deputy City Clerk

/cam
Enclosures

1001 W. CENTER ST. • MANTECA, CA 95337 • (209) 239-8417 • FAX (209) 825-2333
www.ci.manteca.ca.us

CITY OF MANTECA, 1001 WEST CENTER ST., MANTECA, CA 95337

CHECK NO. 168736

DATE	INVOICE	DESCRIPTION	ACCOUNT	AMOUNT
05/08/2006	RECORDING FEES	SPRECKELS PRK DEV AGREE	00109095121326	43.00
09/01/2006	RECORDING FEES	LINCOLN ESTATES DEVEL AGR	00109095121326	145.00

SJC RECORDER'S OFFICE 1S32

TOTAL ▶ *****188.00

CITY OF MANTECA

COPY

REQUEST FOR WARRANT

Instructions: To be used for payments to private parties, firms, or other agencies in cases or for transactions where a Purchase Order or Requisition is not required. This form does not replace Expense Claim Form which is used for the Finance Department Revolving Fund. Attach invoice or other supporting documents.

To: **Finance Department**

Date: May 8, 2006

From: City Clerk's Office

Budget Account: 001-0909-512.13-26

Please prepare a Warrant in the Amount of $ 43.00

Payable To: SJ County Recorder's Office
Mail To: c/o City Clerk's Office
For: Recording Fees

INVOICE DATE	INVOICE NO.	DESCRIPTION	AMOUNT
		Recording Fees for 16th Amendment to Spreckels Park Development Agreement 1 @ $7 and 12 @ $3	$ 43.00
		TOTAL	$ 43.00

Department Certification: The above has been approved for payment at the directive of the City Council, or are items required for the operation or benefit of the City of Manteca, California, and the services or supplies have been received; are due for payment as they have not previously been paid.

Requested by Department Head **Date** **Approved for Payment** **Date**

Finance Department Use:

Budget Account Verified _____ Date: _____

DOC # 2006-128267
06/13/2006 01:36P Fee:NC
Page 1 of 6
Recorded in Official Records
County of San Joaquin
GARY W. FREEMAN
Assessor-Recorder-County Clerk
Paid by SHOWN ON DOCUMENT

WHEN RECORDED MAIL TO:

JOANN TILTON, CMC
CITY CLERK
CITY OF MANTECA
1001 W. CENTER STREET
MANTECA, CA 95337

FIFTEENTH AMENDMENT TO THE SPRECKELS PARK DEVELOPMENT AGREEMENT

THIS FIFTEENTH AMENDMENT is entered into this 18th day of January, 2006 by and between the **CITY OF MANTECA**, a municipal corporation organized and existing under the laws of the State of California ("City") and **AKF DEVELOPMENT, LLC**, a California Limited Liability Company ("Developer"). This Fifteenth Amendment is to that Development Agreement ("Agreement") entered into the 3rd day of November, 1997, by and between the City and the Developer. City and Developer are from time to time hereinafter referred to individually as a party or collectively as the "parties."

RECITALS

A. Atherton-Kirk Development Corporation had heretofore entered into a development agreement related to the development known as Spreckels Park.

B. Atherton-Kirk Development Corporation has transferred some of its development rights under said development agreement to other companies and corporations who are purchasing individual lots within Spreckels Park and developing them.

C. Atherton-Kirk Development Corporation has transferred its ownership in Spreckels Park to AKF Development, LLC, a California Limited Liability Company.

D. AKF Development, LLC has transferred some of its developing rights under said development agreement to other companies and corporations who are purchasing individual lots within Spreckels Park and developing them. One such transfer of property ownership and development rights were those Parcels identified as Assessors Parcel No. 221-250-27, now owned and/or shared by Manteca Professional Center, LLC, and as Assessors Parcel No. 221-250-24, now owned and/or shared by Manteca Spreckels BTS, LLC.

E. The Agreement establishes Industrial Design/Architectural and Landscape Standards ("Standards") included as Exhibit D-1 to the Agreement. Manteca Professional Center is requesting to be permitted to construct its building in contrast with three of those approved Standards.

F. The Agreement authorizes amendments from time to time in whole or in part by mutual consent of the parties. This Fifteenth Amendment amends the original Agreement as it pertains to architectural design standards and other City development standards on two specific parcels within Spreckels Park.

NOW, THEREFORE, in consideration of the promises, covenants and provisions set forth herein, the parties agree as follows:

AGREEMENT

1. The preamble, Recitals and all defined terms set forth therein as they pertain to the Project are hereby incorporated into this portion of this Fifteenth Amendment as if set forth herein in full.

2. This Fifteenth Amendment hereby amends the Agreement. However, except as this Agreement is expressly amended by this Fifteen Amendment, the First Amendment, the Second Amendment, the Third Administrative Amendment, the Fourth Amendment, the Fifth Amendment, the Sixth Amendment, the Seventh Administrative Amendment, the Eighth Amendment, the Ninth Amendment, the Tenth Amendment, the Eleventh Amendment, the Twelfth Amendment, the Thirteenth Amendment, and the Fourteenth Amendment, the Agreement shall remain operative and in full force and effect.

3. Developer shall comply with the Agreement, as amended, and this Fifteenth Amendment, and all of the Conditions of Approval set forth in Exhibit D of the original Agreement, unless otherwise provided for in this Fifteenth Amendment.

4. Exhibit D-1 of the original Agreement shall hereby be amended to read as follows, only as it applies to the Parcels identified in Recitals D of this Fifteenth Amendment:

a. Condition 3.1(b) is hereby amended to add the following:

"Building Coverage, Height and Setbacks. Notwithstanding the remainder of the setbacks listed in this condition, Building C of the Manteca Professional Center development shall be permitted to be constructed with a 5-feet 0-inches setback along the south side."

b. Condition 3.2(l) is hereby added to read:

"One parking stall shall be eliminated in front of Building A of the Manteca Professional Center development, providing sufficient room for the gate to fully slide open."

c. Condition 3.1(f) is hereby amended to add the following:

"The landscape planter on the south side of Building C of the Manteca Professional Center development shall be reduced by 5 feet 0-inches (from 10 feet) between the two parcels; however, Building C shall still have a 5-foot, 0-inchs landscape planter along the south side. In addition, the site landscape requirement for the Manteca Professional Center development shall be reduced from ten percent (10%) coverage to nine percent (9%) coverage."

"The requirement for a 5 foot wide landscape buffer and setback for paving has been eliminated on each side of the common property line between the Catellus Development (221-250-24) and the Manteca Professional Center Development (221-250-27) properties. Therefore, the driveway/parking can start at the property line on both properties."

5. Developer shall be the first to sign this Fifteenth Amendment and then shall deliver this Fifteenth Amendment to the City Manager, who will immediately schedule this Fifteenth Amendment for public hearings before the Planning Commission and City Council. Following the City Council's approval of this Fifteenth Amendment, the Mayor shall sign this Fifteen Amendment, and the City Clerk shall, at Developer's expense, record an executed copy of same in the Official Records of the County of San Joaquin.

IN WITNESS WHEREOF, this Fifteenth Amendment has been approved and executed by each party hereto as of the day and year shown on the notarial acknowledgment pages to this Agreement; the last date in time shall be the date appearing in the preamble to this Fifteenth Amendment.

"City"

CITY OF MANTECA

Willie W. Weatherford, Mayor

"Developer"

Manteca Professional Center, LLC

Charles M. Crowell, Owner

Manteca Spreckels BTS, LLC
Catellus Development Corporation

Dan Marcus, Senior Vice President

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California
County of Alameda } ss.

On November 22nd 2005 (Date) before me, Eileen Kim, Notary Public (Name and Title of Officer (e.g., "Jane Doe, Notary Public")),

personally appeared Daniel Robert Marcus (Name(s) of Signer(s)),

☐ personally known to me
☒ proved to me on the basis of satisfactory evidence

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

EILEEN HEE KIM
Commission # 1460248
Notary Public - California
Alameda County
My Comm. Expires Jan 5, 2008

WITNESS my hand and official seal.

Signature of Notary Public

OPTIONAL

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

Description of Attached Document

Title or Type of Document: Fifteenth Amendment to the Speckles Park Dev. Agreement

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer

Signer's Name: _____

RIGHT THUMBPRINT OF SIGNER
Top of thumb here

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

Signer Is Representing: _____

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CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California
County of Alameda } ss.

On November 29th 2005 (Date) before me, Eileen Kim, Notary Public. (Name and Title of Officer (e.g., "Jane Doe, Notary Public"))

personally appeared Charles Michael Crowell (Name(s) of Signer(s)),

☐ personally known to me
☒ proved to me on the basis of satisfactory evidence

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

EILEEN HEE KIM
Commission # 1460248
Notary Public - California
Alameda County
My Comm. Expires Jan 5, 2008

WITNESS my hand and official seal.

Signature of Notary Public

OPTIONAL

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

Description of Attached Document

Title or Type of Document: Fifteenth Amendment to the Shelkie Park Dev. Agreement.

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer

Signer's Name: _____

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

Signer Is Representing: _____

RIGHT THUMBPRINT OF SIGNER
Top of thumb here

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CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California
County of San Joaquin } ss.

On 12/1/05 (Date) before me, Sheri L. Ginter (Name and Title of Officer (e.g., "Jane Doe, Notary Public")).

personally appeared Willie W. Weatherford (Name(s) of Signer(s)).

☑ personally known to me

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

SHERI L. GINTER
Commission # 1410077
Notary Public - California
San Joaquin County
My Comm. Expires Apr 8, 2007

Place Notary Seal Above

WITNESS my hand and official seal.

Sheri L. Ginter
Signature of Notary Public

OPTIONAL

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

Description of Attached Document

Title or Type of Document: Amendment to Development Agreement

Document Date: 1/18/06 Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____
☐ Individual
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Attorney in Fact
☐ Trustee
☐ Guardian or Conservator
☐ Other: _____
Signer Is Representing: _____

RIGHT THUMBPRINT OF SIGNER
Top of thumb here

Signer's Name: _____
☐ Individual
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Attorney in Fact
☐ Trustee
☐ Guardian or Conservator
☐ Other: _____
Signer Is Representing: _____

RIGHT THUMBPRINT OF SIGNER
Top of thumb here

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CITY OF MANTECA

CITY CLERK

June 9, 2006

Teresa Williamson, Assistant Recorder
San Joaquin County Recorder's Office
Post Office Box 1968
Stockton, CA 95201-1968

Dear Teresa:

Enclosed for recordation with your office are the following:

1. Second Amendment to the Tesoro Development Agreement; and
2. 16th 15th Amendment to the Spreckels Park Development Agreement.

A check for $194.00 is also enclosed to cover recording fees. Please return these documents to our office once recorded.

Thanks for your assistance with this matter. I can be reached at 825-2332 if you have any questions.

Sincerely,

CHRIS MOORE, CMC
Deputy City Clerk

/cam
Enclosures

1001 W. CENTER ST. • MANTECA, CA 95337 • (209) 239-8417 • FAX (209) 825-2333
www.ci.manteca.ca.us
Printed on Recycled Paper

CITY OF MANTECA

Request for Warrant

Instructions: To be used for payments to private parties, firms, or other agencies in cases or for transactions where a Purchase Order or Requisition is not required. This form does not replace Expense Claim Form which is used for the Finance Department Revolving Fund. Attach invoice or other supporting documents.

To: **Finance Department** Date: May 31, 2006

From: City Clerk's Office Budget Account: 001-0909-512.13-26

Please Prepare a Warrant in the Amount of $22.00

Payable To SJ County Recorder's Office
Mail To: c/o City Clerk's Office
For: Sixteenth Amendment to Spreckels DA

INVOICE DATE	INVOICE NO.	DESCRIPTION	AMOUNT
		Sixteenth Amendment to Spreckels Park Dev. Agmt. Recording Fees 1 @ $7 - 5 @ $3	$ 22.00
		TOTAL	$ 22.00

Department Certification: The above has been approved for payment at the directive of the City Council, or are items required for the operation or benefit of the City of Manteca, California, and the services or supplies have been received; are due for payment as they have not previously been paid.

Requested by Department Head **Date** **Approved for Payment** **Date**

Finance Department Use:
Budget Account Verified _____ Date: _____

WHEN RECORDED MAIL TO:

JOANN TILTON, CMC
CITY CLERK
CITY OF MANTECA
1001 W. CENTER STREET
MANTECA, CA 95337

DOC # 2005-261521
10/19/2005 09:39A Fee:16.00
Page 1 of 4
Recorded in Official Records
County of San Joaquin
GARY W. FREEMAN
Assessor-Recorder-County Clerk
Paid by SHOWN ON DOCUMENT

FOURTEENTH AMENDMENT TO THE SPRECKELS PARK DEVELOPMENT AGREEMENT

THIS FOURTEENTH AMENDMENT is entered into this 20th day of April, 2005 by and between the **CITY OF MANTECA**, a municipal corporation organized and existing under the laws of the State of California ("City") and **AKF DEVELOPMENT, LLC**, a California Limited Liability Company ("Developer"). This Fourteenth Amendment is to that Development Agreement ("Agreement") entered into the 3rd day of November, 1997, by and between the City and the Developer. City and Developer are from time to time hereinafter referred to individually as a party or collectively as the "parties."

RECITALS

A. Atherton-Kirk Development Corporation had heretofore entered into a development agreement related to the development known as Spreckels Park.

B. Atherton-Kirk Development Corporation has transferred some of its development rights under said development agreement to other companies and corporations who are purchasing individual lots within Spreckels Park and developing them.

C. Atherton-Kirk Development Corporation has transferred its ownership in Spreckels Park to AKF Development, LLC, a California Limited Liability Company.

D. AKF Development, LLC has transferred some of its developing rights under said development agreement to other companies and corporations who are purchasing individual lots within Spreckels Park and developing them. One such transfer of property ownership and development rights was that Parcels identified as Assessors Parcels No. 221-250-27, which is now owned by Manteca Professional Center, LLC.

E. The Agreement establishes Industrial Design/Architectural and Landscape Standards ("Standards") included as Exhibit D-1 to the Agreement. Manteca Professional Center is requesting to be permitted to construct its building in contrast with one of those approved Standards.

F. The Agreement authorizes amendments from time to time in whole or in part by mutual consent of the parties. This Fourteenth Amendment amends the original Agreement as it pertains to setback requirements on one specific parcel within Spreckels Park.

NOW, THEREFORE, in consideration of the promises, covenants and provisions set forth herein, the parties agree as follows:

AGREEMENT

1. The preamble, Recitals and all defined terms set forth therein as they pertain to the Project are hereby incorporated into this portion of this Fourteenth Amendment as if set forth herein in full.

2. This Fourteenth Amendment hereby amends the Agreement. However, except as this Agreement is expressly amended by this Fourteenth Amendment, the First Amendment, the Second Amendment, the Third Administrative Amendment, the Fourth Amendment, the Fifth Amendment, the Sixth Amendment the Seventh Administrative Amendment, the Eighth Amendment, the Ninth Amendment, the Tenth Amendment, the Eleventh Amendment, the Twelfth Amendment and the Thirteenth Amendment, the Agreement shall remain operative and in full force and effect.

3. Developer shall comply with the Agreement, as amended, and this Fourteenth Amendment, and all of the Conditions of Approval set forth in Exhibit D of the original Agreement, unless otherwise provided for in this Fourteenth Amendment.

4. Exhibit D-1 of the original Agreement shall hereby be amended to read as follows, only as it applies to the Parcel identified in Recital D of this Fourteenth Amendment:

a. Condition 3.1(b) is hereby amended to add the following:

"Building Coverage, Height and Setbacks. Notwithstanding the remainder of the setbacks listed in this condition, the building on this parcel shall be permitted to be constructed with a minimum ten foot (10') rear setback to building."

5. Developer shall be the first to sign this Fourteenth Amendment and then shall deliver this Fourteenth Amendment to the City Manager, who will immediately schedule this Fourteenth Amendment for public hearings before the Planning Commission and City Council. Following the City Council's approval of this Fourteenth Amendment, the Mayor shall sign this Fourteenth Amendment, and the City Clerk shall, at Developer's expense, record an executed copy of same in the Official Records of the County of San Joaquin.

IN WITNESS WHEREOF, this Fourteenth Amendment has been approved and executed by each party hereto as of the day and year shown on the notarial

acknowledgment pages to this Agreement; the last date in time shall be the date appearing in the preamble to this Fourteenth Amendment.

"City"	**"Developer"**
CITY OF MANTECA	**Manteca Professional Center, LLC**
Willie W. Weatherford, Mayor	Charles M. Crowell, Owner

ALL-PURPOSE ACKNOWLEDGMENT

STATE OF California
COUNTY OF San Joaquin

On October 13, 2005 before me, Sheri L. Ginter
personally appeared Willie W. Weatherford
personally known to me (or proved on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed in the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal,

Sheri L. Ginter
NOTARY PUBLIC IN AND FOR THE SAID STATE

SHERI L. GINTER
Commission # 1410077
Notary Public - California
San Joaquin County
My Comm. Expires Apr 8, 2007

CAPACITY CLAIMED BY SIGNER
NAME OF PERSON(S) OR ENTITY(IES)

- ☐ INDIVIDUAL(S)
- ☐ CORPORATE _____
  OFFICER(S) _____
- ☐ PARTNER(S)
- ☐ ATTORNEY-IN-FACT
- ☐ TRUSTEE(S)
- ☐ SUBSCRIBING WITNESS
- ☐ GUARDIAN/CONSERVATOR
- OTHER _____

SIGNER IS REPRESENTING
NAME OF PERSON(S) OR ENTITY(IES)

City of Manteca

ATTENTION NOTARY: Although the information requested below is optional, it could prevent fraudulent attachment of this certificate to unauthorized document.

THIS CERTIFICATE MUST BE ATTACHED TO THE DOCUMENT DESCRIBED AT THE RIGHT:

Title or Type of Document Amendment Spreckels Park Dev Agreement
Number of Pages _____
Date of Document _____
Signer(s) Other Than Named Above _____

This document is only a general form which may be proper for use in simple transactions and in no way acts, or is intended to act, as a substitute for the advice of an attorney. The printer does not make any warranty, either express or implied, as to the legal validity of any provision or the suitability of these forms in any specific transaction.

Cowdery's Form No. 10210 • (Old No. 10G) • ACKNOWLEDGMENT • General (Civil Code 1189(a)) (Revised 10.97; Printed 10.97)

6 06580 10210 5

CITY OF MANTECA

CITY CLERK

October 28, 2005

AKF Development, LLC
1132 Norman Drive
Manteca, CA 95336

Charles M. Crowell, Owner
Manteca Professional Center
Post Office Box 763
Alamo, CA 94507

SUBJECT: FOURTEENTH AMENDMENT TO SPRECKELS PARK DEVELOPMENT AGREEMENT

Enclosed is a recorded copy of the Fourteenth Amendment to the Spreckels Park Development relating to the Manteca Professional Center at 550 Commerce Court.

Sincerely,

Chris Moore

Chris Moore, CMC
Deputy City Clerk

/cam
Enclosure

CITY OF MANTECA

CITY CLERK

October 17, 2005

Teresa Williamson, Assistant Recorder
San Joaquin County Recorder's Office
Post Office Box 1968
Stockton, CA 95201-1968

Dear Teresa:

Enclosed for recordation with your office is the Fourteenth Amendment to the Spreckels Park Development Agreement, along with a check for $16.00 to cover recording fees.

Please return this document to our office once recorded.

Thanks for your assistance with this matter. I can be reached at 825-2332 if you have any questions.

Sincerely,

Chris

CHRIS MOORE, CMC
Deputy City Clerk

/cam
Enclosures

1001 W. CENTER ST. • MANTECA, CA 95337 • (209) 239-8417 • FAX (209) 825-2333
www.ci.manteca.ca.us

COPY

PETTY CASH CHECK **CITY OF MANTECA**

EXPENSE CLAIM

Payable to (Name SJ County Recorder LEGISLATIVE

(Address c/o City Clerks Office Budget Account 001-0909-512.19-26

Date	ITEMS	Amount
10/14/2005	Recording Fees for 14th Amendment to Spreckels Park DA	$16.00
	1 page @ $7 - 3 pages @ $3	
	Total	$16.00

I, the undersigned, swear: That the above claim and items as herein set out are true and correct; that no part thereof has been heretofore paid, and that the amount herein is justly due the claimant, and that the same is presented within one year after the last item thereof has accrued.

Date _____ Claimant _____

Date 10/14/2005 Approval _____

WHEN RECORDED MAIL TO:

JOANN TILTON, CMC
CITY CLERK
CITY OF MANTECA
1001 W. CENTER STREET
MANTECA, CA 95337

DOC # 2004-294048
12/23/2004 04:45P Fee:19.00
Page 1 of 5
Recorded in Official Records
County of San Joaquin
GARY W. FREEMAN
Assessor-Recorder-County Clerk
Paid by SHOWN ON DOCUMENT

THIRTEENTH AMENDMENT TO THE SPRECKELS PARK DEVELOPMENT AGREEMENT

THIS THIRTEENTH AMENDMENT is entered into this 19th day of January, 2005 by and between the **CITY OF MANTECA**, a municipal corporation organized and existing under the laws of the State of California ("City") and **AKF DEVELOPMENT, LLC**, a California Limited Liability Company ("Developer"). This Thirteenth Amendment is to that Development Agreement ("Agreement") entered into the 3rd day of November, 1997, by and between the City and the Developer. City and Developer are from time to time hereinafter referred to individually as a party or collectively as the "parties."

RECITALS

A. Atherton-Kirk Development Corporation had heretofore entered into a development agreement related to the development known as Spreckels Park.

B. Atherton-Kirk Development Corporation has transferred some of its development rights under said development agreement to other companies and corporations who are purchasing individual lots within Spreckels Park and developing them.

C. Atherton-Kirk Development Corporation has transferred its ownership in Spreckels Park to AKF Development, LLC, a California Limited Liability Company.

D. AKF Development, LLC has transferred some of its developing rights under said development agreement to other companies and corporations who are purchasing individual lots within Spreckels Park and developing them. One such transfer of property ownership and development rights were those Parcels identified as Assessors Parcels Nos. 221-210-15 and 221-210-16, which are now owned by Hunsaker Investment Company, LLC.

E. The Agreement establishes Industrial Design/Architectural and Landscape Standards ("Standards") included as Exhibit D-1 to the Agreement. Hunsaker Investment Company is requesting to be permitted to construct its building in contrast with some of those approved Standards.

F. The Agreement authorizes amendments from time to time in whole or in part by mutual consent of the parties. This Thirteenth Amendment amends the original Agreement as it pertains to architectural design standards and other City development standards on two specific parcels within Spreckels Park.

NOW, THEREFORE, in consideration of the promises, covenants and provisions set forth herein, the parties agree as follows:

AGREEMENT

1. The preamble, Recitals and all defined terms set forth therein as they pertain to the Project are hereby incorporated into this portion of this Thirteenth Amendment as if set forth herein in full.

2. This Thirteenth Amendment hereby amends the Agreement. However, except as this Agreement is expressly amended by this Twelfth Amendment, the First Amendment, the Second Amendment, the Third Administrative Amendment, the Fourth Amendment, the Fifth Amendment, the Sixth Amendment the Seventh Administrative Amendment, the Eighth Amendment, the Ninth Amendment, the Tenth Amendment, the Eleventh Amendment and the Twelfth Amendment, the Agreement shall remain operative and in full force and effect.

3. Developer shall comply with the Agreement, as amended, and this Thirteenth Amendment, and all of the Conditions of Approval set forth in Exhibit D of the original Agreement, unless otherwise provided for in this Thirteenth Amendment.

4. Exhibit D-1 of the original Agreement shall hereby be amended to read as follows, only as it applies to the Parcels identified in Recitals D of this Thirteenth Amendment:

a. Condition 3.1(a) is hereby amended to read as follows:

"Minimum Lot Size: 20,000 Square Feet, except for Lots B, C, D, E, G and L, which may be less than 20,000 square feet."

b. Condition 3.1(b) is hereby amended to add the following:

"Building Coverage, Height and Setbacks. Notwithstanding the remainder of the setbacks listed in this condition, Buildings B, C, D, E, G, J, L and N shall be permitted to be constructed with zero lot lines for the rear eastern property lines (rear setback). Buildings C, D and F, E and G, H and K, and L and J shall be permitted to be constructed with zero lot lines separating the buildings (side setback)."

c. Condition 3.1(f) is hereby amended to add the following:

"This landscape buffer requirement shall not apply to the side property lines of Buildings C, D and F, E and G, H and K, and L and J, since these buildings will have zero lot lines separating the sides of the buildings."

d. Condition 3.5(c) is hereby amended to add the following:

"Fences may be placed along the property lines, within the landscaped areas, separating Buildings A and C, and A and D, Buildings B and E, Buildings G and J, Buildings L and N, Buildings F and H, and Building K, and the drive-through access on Lot M. Fences may also be placed on the eastern property lines, within the landscaped areas, between buildings B and E, Buildings G and J, Buildings L and N, and from Building N to the south property line. Fences for yard areas may also be placed along the south property line of Buildings N and M, and along the west property line of Building M. Fences for yard areas may also be placed along the south property line of Building N and Building M, and the west property line of Building M. Fences shall be offset around the trees within the landscaped areas. Proposed landscaping shall be equally distributed along each side of the fence."

5. Developer shall be the first to sign this Thirteenth Amendment and then shall deliver this Thirteenth Amendment to the City Manager, who will immediately schedule this Thirteenth Amendment for public hearings before the Planning Commission and City Council. Following the City Council's approval of this Thirteenth Amendment, the Mayor shall sign this Thireenth Amendment, and the City Clerk shall, at Developer's expense, record an executed copy of same in the Official Records of the County of San Joaquin.

IN WITNESS WHEREOF, this Thirteenth Amendment has been approved and executed by each party hereto as of the day and year shown on the notarial acknowledgment pages to this Agreement; the last date in time shall be the date appearing in the preamble to this Thirteenth Amendment.

"City"

CITY OF MANTECA

Willie W. Weatherford, Mayor

"Developer"

Hunsaker Investment Company, LLC

Brian Hunsaker, Managing Member

State of California)
)
County of San Joaquin)

On December 16, 2004, before me, Sheri L. Ginter,
a Notary Public, personally appeared Willie W. Weatherford,
personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature Sheri L. Ginter (SEAL)

SHERI L. GINTER
Commission # 1410077
Notary Public - California
San Joaquin County
My Comm. Expires Apr 8, 2007

State of California)
)
County of San Joaquin)

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

WITNESS my hand and official seal.

Signature _____ (SEAL)

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California
County of Orange } ss.

On 12·1·04 (Date) before me, L.E. Hostetler, Notary Public, (Name and Title of Officer (e.g., "Jane Doe, Notary Public"))

personally appeared R. Brian Hunsaker (Name(s) of Signer(s)),

☒ personally known to me
☐ proved to me on the basis of satisfactory evidence

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

WITNESS my hand and official seal.

Signature of Notary Public

L. E. HOSTETLER
Commission # 1360044
Notary Public - California
Orange County
My Comm. Expires Jul 5, 2006

OPTIONAL

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

Description of Attached Document

Title or Type of Document: Thirteenth Amendment

Document Date: 12·1·04 Number of Pages: 3

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer

Signer's Name: R. Brian Hunsaker

RIGHT THUMBPRINT OF SIGNER
Top of thumb here

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

Signer Is Representing: Hunsaker Investment Company, LLC

© 1999 National Notary Association • 9350 De Soto Ave., P.O. Box 2402 • Chatsworth, CA 91313-2402 • www.nationalnotary.org Prod. No. 5907 Reorder: Call Toll-Free 1-800-876-6827

CITY OF MANTECA

CITY CLERK

December 22, 2004

Teresa Williamson, Assistant Recorder
San Joaquin County Recorder's Office
Post Office Box 1968
Stockton, CA 95201-1968

Dear Teresa:

Enclosed for recordation with your office are the following items:

1) Thirteenth Amendment to the Spreckels Park Development Agreement, originally recorded as document number 98000136, along with a check for $19.00 to cover recording fees; and
2) Twelfth Amendment to the Spreckels Park Development Agreement, along with a check for $49.00 to cover recording fees.

Please return these documents to our office once recorded.

Thanks for your assistance with this matter. I can be reached at 825-2332 if you have any questions.

Sincerely,

Chris

CHRIS MOORE, CMC
Deputy City Clerk

/cam
Enclosures

1001 W. CENTER ST. • MANTECA, CA 95337 • (209) 239-8417 • FAX (209) 825-2333
www.ci.manteca.ca.us
Printed on Recycled Paper

PETTY CASH CHECK **CITY OF MANTECA**

EXPENSE CLAIM

Payable to (Name S.J. County Recorder LEGISLATIVE

(

(Address C/O CITY CLERK Budget Account 001-0909-512.13-26

Date	ITEMS	Amount
12/20/2004	Recording Fees - 13th Amendment to Spreckels Park D.A.	$19.00
	1 page @ $7 -4 Pages @ $3	
	Total	$19.00

I, the undersigned, swear: That the above claim and items as herein set out are true and correct; that no part thereof has been heretofore paid, and that the amount herein is justly due the claimant, and that the same is presented within one year after the last item thereof has accrued.

Date _____ Claimant _____

Date 12/20/2004 Approval _____

WHEN RECORDED MAIL TO:

JOANN TILTON, CMC
CITY CLERK
CITY OF MANTECA
1001 W. CENTER STREET
MANTECA, CA 95337

DOC # 2004-294047
12/23/2004 04:45P Fee:49.00
Page 1 of 15
Recorded in Official Records
County of San Joaquin
GARY W. FREEMAN
Assessor-Recorder-County Clerk
Paid by SHOWN ON DOCUMENT

TWELFTH AMENDMENT TO THE SPRECKELS PARK DEVELOPMENT AGREEMENT

THIS TWELFTH AMENDMENT is entered into this 19th day of January, 2005 by and between the **CITY OF MANTECA**, a municipal corporation organized and existing under the laws of the State of California ("City") and **AKF DEVELOPMENT, LLC**, a California Limited Liability Company ("Developer"). This Twelfth Amendment is to that Development Agreement ("Agreement") entered into the 3rd day of November, 1997, by and between the City and the Developer. City and Developer are from time to time hereinafter referred to individually as a party or collectively as the "parties."

RECITALS

A. Atherton-Kirk Development Corporation had heretofore entered into a development agreement related to the development known as Spreckels Park.

B. Atherton-Kirk Development Corporation has transferred some of its development rights under said development agreement to other companies and corporations who are purchasing individual lots within Spreckels Park and developing them.

C. Atherton-Kirk Development Corporation has transferred its ownership in Spreckels Park to AKF Development, LLC, a California Limited Liability Company.

D. The Agreement authorizes amendments from time to time in whole or in part by mutual consent of the parties. This Twelfth Amendment amends the original Agreement as it pertains to the portion of the Project adjacent to Highway 99, and the "Tower Sign" located in this area, as further described in the Fourth Amendment.

NOW, THEREFORE, in consideration of the promises, covenants and provisions set forth herein, the parties agree as follows:

AGREEMENT

1. The preamble, Recitals and all defined terms set forth therein as they pertain to the Project are hereby incorporated into this portion of this Twelfth Amendment as if set forth herein in full.

2. This Twelfth Amendment hereby amends the Agreement. However, except as this Agreement is expressly amended by this Twelfth Amendment, the First Amendment, the Second Amendment, the Third Administrative Amendment, the Fourth Amendment, the Fifth Amendment, the Sixth Amendment the Seventh Administrative Amendment, the Eighth Amendment, the Ninth Amendment, the Tenth Amendment and the Eleventh Amendment, the Agreement shall remain operative and in full force and effect.

3. Developer shall comply with the Agreement, as amended, and this Twelfth Amendment, and all of the Conditions of Approval set forth in Exhibit D of the original Agreement, unless otherwise provided for in this Twelfth Amendment.

4. Exhibit 2 of the Fourth Amendment Agreement shall hereby be amended as follows:

a. The introductory paragraph shall be amended to read as follows:

"This exhibit confirms the agreement between the City of Manteca and AKF Development regarding the pylon sign (the "Tower Sign") which has been constructed parallel to Highway 99 at the Spreckels Industrial Park in the City of Manteca. AKF Development ("Developer") has entered into an agreement with the City of Manteca ("City"), granting Developer the right to construct, operate and maintain the Tower Sign. Conditions 1 through 9 of Exhibit 2 to the Fourth Amendment shall continue to apply in the event Developer wishes to continue with the operation of matrix board constructed on the Tower Sign. In the event the Developer wishes to convert the matrix board to fixed signage, Conditions 7-9 shall apply to the revised sign, as well as the new Condition 10."

b. Condition 10 is hereby added to read as follows:

"DIMENSIONS. Developer agrees to construct a sign with overall dimensions as outlined in the attached Exhibit 2-B. Advertising space on the entire sign shall be limited only to commercial tenants of Spreckels Industrial Park as identified in the original Agreement."

5. Developer shall be the first to sign this Twelfth Amendment and then shall deliver this Twelfth Amendment to the City Manager, who will immediately schedule this Twelfth Amendment for public hearings before the Planning Commission and City Council. Following the City Council's approval of this Twelfth Amendment, the Mayor shall sign this Twelfth Amendment, and the City Clerk shall, at Developer's expense, record an executed copy of same in the Official Records of the County of San Joaquin.

IN WITNESS WHEREOF, this Twelfth Amendment has been approved and executed by each party hereto as of the day and year shown on the notarial acknowledgment pages to this Agreement; the last date in time shall be the date appearing in the preamble to this Twelfth Amendment.

"City"

CITY OF MANTECA

Willie W. Weatherford, Mayor

"Developer"

AKF Development, LLC

Michael W. Atherton

E. Bingham Kirk

Willliam Filios

State of California)
)
County of San Joaquin)

On December 16, 2004, before me, Sheri L. Ginter,
a Notary Public, personally appeared Willie W. Weatherford,
personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature Sheri L. Ginter (SEAL)

SHERI L. GINTER
Commission # 1410077
Notary Public - California
San Joaquin County
My Comm. Expires Apr 8, 2007

State of California)
)
County of San Joaquin)

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

WITNESS my hand and official seal.

Signature _____ (SEAL)

State of California)
ss.
County of San Joaquin)

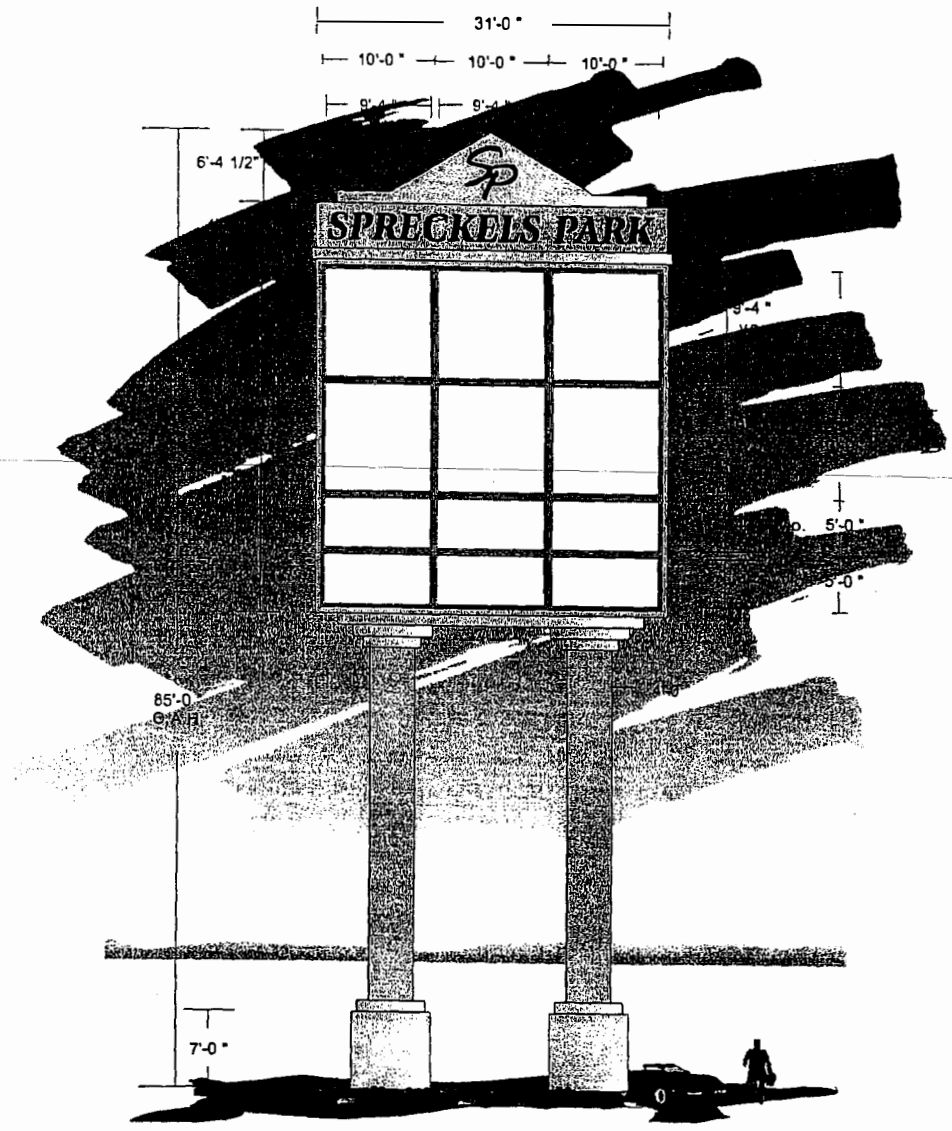
On DECEMBER 6, 2004 before me, S. J. TREAT, Notary Public personally appeared E. BINGHAM KIRK, MICHAEL W. ATHERTON, AND WILLIAM FILIOS, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity (ies), and that by his/her/their signature(s) on the instrument the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.

Witness my hand and official seal.

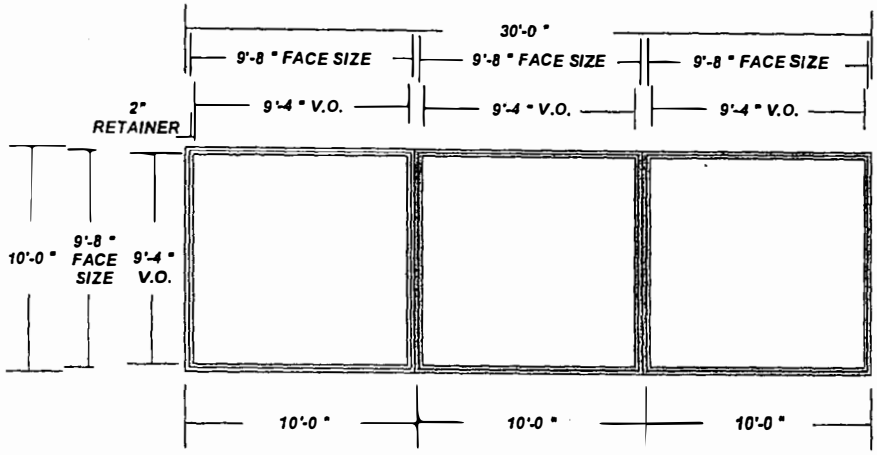
SIGNATURE _____

S. J. TREAT
COMM. #1488789
NOTARY PUBLIC - CALIFORNIA
SAN JOAQUIN COUNTY
My Comm. Expires May 30, 2008

EXHIBIT 2-B



SIGN A - D/F Illuminated Retro-Fit
3/32"=1'-0"



TENANT PANEL DETAIL
SCALE:3/16"=1'-0"

SPECIFICATIONS

SIGN A - D/F Illuminated Retro-Fit
Scope of Work:
Remove existing top section of pylon.
(including LED unit, tenant panels, & tri-visions)
Reuse existing "Spreckels Park" illum. channel letter module.
Reuse existing "SP" illum. Channel/cap cornice module.
Fab. & Install DF Illuminated flex face cabinets:
(match existing cabinet depth, texture & color)
Faces: White flexible material w/ 1st surface vinyl
Cabinet & Retainers: pnt'd.
Voltage: _____
Circuits Requested: _____ @ 20 amps.

SIGN DESIGNS INC
OVER 30 YEARS OF EXCELLENCE
P.O. BOX 4590
204 CAMPUS WAY
MODESTO, CA 95352
(209) 524-4484
FAX (209) 521-0272
C. S. C. L. 268001/ C-45

SPRECKELS PARK SOUTH
YOSEMITE AVE @ HWY 99
MANTECA, CA.

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Revision	Site Check
	Production

Date: 5/14/04
Design #: 22208
Salesperson: AS
Designer: WB
Customer Approval:
Landlord Approval:
Sales Approval:

Exhibit 2

This exhibit confirms the agreement between the City of Manteca and AKF Development regarding the display of public service announcements and advertising on the pylon sign (the "Tower Sign") which will be constructed parallel to Highway 99 at the Spreckels Industrial Park in the City of Manteca. AKF Development ("Developer") has entered into an agreement with the City of Manteca ("City"), granting Developer the right to construct, operate and maintain the Tower Sign. The City has asked Developer for the right to display public service announcements on the matrix board of the Tower Sign, and Developer is willing and able under the terms of its licensing agreement to grant such a right. This exhibit sets forth Developer's understandings and obligations to City pertaining to the use of said Tower Sign.

1. DIMENSIONS. Developer agrees to construct a sign with overall dimensions as outlined in the attached Exhibit 2-A. City shall be entitled to utilize advertising space within the LED portion of the sign, which shall measure no more than fourteen feet, eight inches (14' 8") in height and twenty-nine feet, four inches (29' 4") in width.

2. CITY DISPLAY RIGHTS. City shall be entitled to display public service announcements without charge to City during an aggregate of at least ten percent (10%) of the time evenly spaced between the hours of 5:00 a.m. and 12:00 midnight (approximately 6 minutes every hour) each day. City shall submit the text of the public service announcements to Developer or its designee at least five (5) days in advance of the display.

3. PUBLIC SERVICE ANNOUNCEMENTS. Public Service Announcements submitted by City for display on the matrix board of the Tower sign shall be limited to messages that service the needs of the general public and are conducive to the comfort, safety and/or convenience of the community. In no event shall public service announcements include any reference to, depiction of, or advertisement for, or content (hereinafter collectively referred to as "Content") in connection with any of the following:

(i) Illegal drugs, tobacco, alcohol, beer, or any other beverage containing alcohol;

(ii) A political message or purpose;

(iii)An obscene or immoral matter;

(iv)Advertising for financial gain;

(v) Regular meetings of local non-profit organizations; or

(vi)Regular church services.

Public Service Announcements that may be submitted by City shall include but are not limited to the following:

(1) Special events that benefit "local non-profit" organizations. "Local non-profit" shall be defined as an organization whose address as listed for its 501(c)(3) tax-exempt status contains a main address within the incorporated City limits of the City of Manteca;

(2) Special events sponsored by the City of Manteca, the Manteca Redevelopment Agency and/or any boards, commissions or committees appointed by the Mayor and the City Council;

(3) Special events sponsored by the Manteca Unified School District;

(4) Special events sponsored by local non-profit organizations, but not regular meetings for said organizations; and

(5) Emergency notices requested by the City Manager or his designee, including but not limited to, "Amber Alert" (for missing children).

4. DEVELOPER DISPLAY RIGHTS. Developer shall be entitled to display advertising for tenants located within Spreckels Park during an aggregate of at least fifteen percent (15%) of the time evenly spaced between the hours of 5:00 a.m. and 12:00 midnight (approximately 9 minutes every hour) each. Developer shall make available to City text for all scheduled advertising, both contained within the 15% allotment and the remainder. Developer shall make text available to City within one week of the scheduled advertising, and said text shall be in the form of written materials, facsimile transmissions, local website access, or other method approved by Developer. In the event the City Manager or his designee deems any advertising objectionable, City Manager or his designee shall provide written or verbal notice of such finding. Within 24 hours of receipt of notification of such finding, Developer shall immediately remove said advertising and work with the City Manager or his designee on alternate language, content and/or design. Final approval of the modified advertisement shall be within the sole discretion of the City Manager or his designee.

In no event shall Developer be permitted to display advertisements that include any reference to, depiction of, or advertisement for, or content (hereinafter collectively referred to as "Content") in connection with any of the following:

(i) Illegal drugs, tobacco, alcohol, beer, or any other beverage containing alcohol;

(ii) A political message or purpose; or

(iii)An obscene or immoral matter.

5. SIGN ILLUMINATION. Developer shall restrict the illumination of the matrix board on the Tower Sign to fifty percent (50%) of maximum capability during daytime hours (between dawn and dusk), and to thirty-five percent (35%) of maximum capability during evening hours (between dusk and dawn), unless otherwise determined by the City Manager or his designee.

6. ANNUAL FEE. In recognition of anticipated Developer staff time needed to monitor the operations of the Tower Sign, Developer shall pay City a fee of five-thousand dollars ($5,000) for the first year of operation of the Tower Sign. Said fee shall be due and payable at such time as the matrix board on the Tower Sign becomes operational. Said fee shall be due upon the annual anniversary date of the effective date of this Amendment, and shall be subject to annual adjustment, based on adjustments in the Consumer Price Index (CPI) for San Francisco-Oakland-San Jose Region, All Urban Consumers.

7. RESTRICTIONS RELATING TO TRANSFER. The parties hereby agree that the benefits of this Amendment are particular to the City, and the City shall not have the right to sublet, assign, or otherwise transfer its display rights to another party or entity. The parties also hereby agree that Developer shall abide by Section 9.01 of the original Agreement, relating to the transfer of any of its Rights as defined therein, specifically as they apply to the construction and operation of the Tower Sign.

8. INDEMNITY. Developer agrees to indemnify, defend, and hold the City, its officers, employees, agents and volunteers harmless from and against any and all liability, claims, suits, actions, damages, and causes of action arising out of personal injury, bodily injury, loss of life, or damage to property, or any violations of any federal, state, or municipal ordinance, or other cause in connection with City's use, occupancy, management or control of the matrix board on the Tower Sign or Developer's operations or activities in the Spreckels Park development, except nothing herein mentioned shall excuse the City of its own negligence, and in such case, the indemnification hold harmless provided herein shall not apply to the extent that the City's negligence is responsible for the alleged damage.

9. PERMITS AND APPROVAL. Developer has the authority under its licensing agreement to undertake the obligations set forth in this Amendment, and agrees to maintain its terms. Developer understands that this Amendment does not convey any rights to it concerning regulations and permits necessary to construction of the Tower Sign, and that permitting procedures related to construction of Tower Sign are independent of this Amendment.

ASSESSOR RECORDER
COUNTY CLERK
G[illegible] W. FREEMAN

2000 JUL 27 AM 9:46

SAN JOAQUIN COUNTY

CITY SHOWN

WHEN RECORDED MAIL TO:

JOANN TILTON, CMC
CITY CLERK
CITY OF MANTECA
1001 W. CENTER STREET
MANTECA, CA 95337

FOURTH AMENDMENT TO THE SPRECKELS PARK DEVELOPMENT AGREEMENT

39-1

THIS FOURTH AMENDMENT is entered into this 2nd day of August, 2000 by and between the **CITY OF MANTECA**, a municipal corporation organized and existing under the laws of the State of California ("City") and **AKF DEVELOPMENT, LLC**, a California Limited Liability Company. This Fourth Amendment is to that Development Agreement ("Agreement") entered into the 3rd day of November, 1997, by and between the City and the Developer. City and Developer are from time to time hereinafter referred to individually as a party or collectively as the "parties."

RECITALS

A. Atherton-Kirk Development Corporation had heretofore entered into a development agreement related to the development known as Spreckels Park.

B. Atherton-Kirk Development Corporation has transferred some of its development rights under said development agreement to other companies and corporations who are purchasing individual lots within Spreckels Park and developing them.

C. Atherton-Kirk Development Corporation has transferred its ownership in Spreckels Park to AKF Development, LLC, a California Limited Liability Company.

D. The Agreement authorizes amendments from time to time in whole or in part by mutual consent of the parties. This Fourth Amendment amends the original Agreement as it pertains to the portion of the Project adjacent to Highway 99.

NOW, THEREFORE, in consideration of the promises, covenants and provisions set forth herein, the parties agree as follows:

AGREEMENT

1. The preamble, Recitals and all defined terms set forth therein as they pertain to the Project are hereby incorporated into this portion of this Fourth Amendment as if set forth herein in full.

2. This Fourth Amendment hereby amends the Agreement. However, except as this Agreement is expressly amended by this Fourth Amendment, the First Amendment, the Second Amendment, and the Third Administrative Amendment, the Agreement shall remain operative and in full force and effect.

3. The subject of this Fourth Amendment are those terms regarding the construction and use of an electronic sign, described in the attached Exhibit 2. This Amendment shall not affect the use of the LED portion of the Tower Sign by Amerivision or its successors-in-interest. This Amendment only concerns the twenty-five percent (25%) of time the Developer has reserved from Amerivision for LED displays.

4. Developer shall comply with the Agreement, as amended, and this Fourth Amendment, and all of the Conditions of Approval set forth in Exhibit D, unless otherwise provided for in this Fourth Amendment.

5. Developer shall be the first to sign this Fourth Amendment and then shall deliver this Fourth Amendment to the City Manager, who will immediately schedule this Fourth Amendment for public hearings before the Planning Commission and City Council. No later than ten (10) days after the City Council approves this Fourth Amendment, the Mayor shall sign this Fourth Amendment, and the City Clerk shall, at Developer's expense, record an executed copy of same in the Official Records of the County of San Joaquin.

IN WITNESS WHEREOF, this Fourth Amendment has been approved and executed by each party hereto as of the day and year shown on the notarial acknowledgment pages to this Agreement; the last date in time shall be the date appearing in the preamble to this Fourth Amendment.

"City"

CITY OF MANTECA

Carlon Perry, Mayor

"Developer"

AKF ASSOCIATES

Michael W. Atherton

E. Bingham Kirk

E. Bingham Kirk

William Filios

MFR. & INSTALL (1) D/F INT. ILLUM. PYLON SIGN

TOP PORTION "SP":
MFR. & INSTALL (1) SET OF INT. ILLUM. HALO P/C LETTERS "SP" TO BE REVERSE P/C CONSTR. W/ FACES PNT'D. 485C RED. ILLUM. W/ RED NEON.

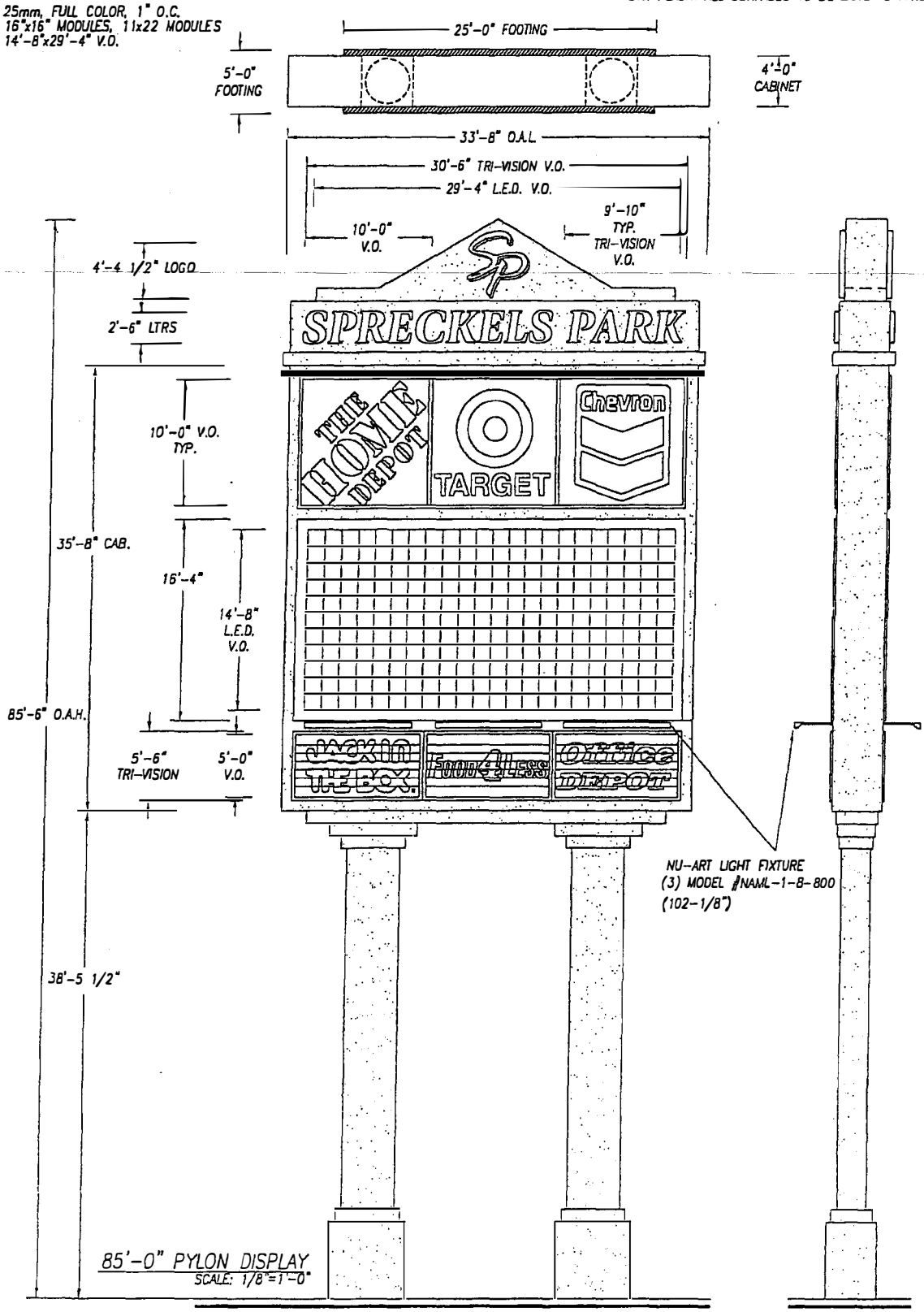
LOWER PORTION "SPRECKELS PARK":
MFR. & INSTALL (1) SET OF INT. ILLUM. OPEN P/C LETTERS USE RED D/T NEON.
RETURNS TO BE PNT'D. 485C RED.

L.E.D. BOARD:
25mm, FULL COLOR, 1" O.C.
16"x16" MODULES, 11x22 MODULES
14'-8"x29'-4" V.D.

TRI-VISIONS:
HORIZONTAL PVC LOUVERS W/ VINYL GRAPHICS APPLIED.
TRI-VISIONS TO BE EXTERNALLY ILLUM
RETAINERS PNT'D. SW2049 WINDOWBO... JWN.

TENANT CABINET:
FACES TO BE WHITE FLEXABLE MATERIAL W/ TENANT APPROVED 3M FILM COLORS.
RETAINERS PNT'D. SW2049 WINDOWBOX BROWN.

GENERAL:
"CAP", POLES, & COLLARS PNT'D. TWT SW2440 PALAZZO PEACH.
"SPRECKELS PARK" CABINET BKG'D. TO BE PNT'D. TWT SW2441 SHY PEACH. ALL SURFACES TO BE SAND TEXTURED.



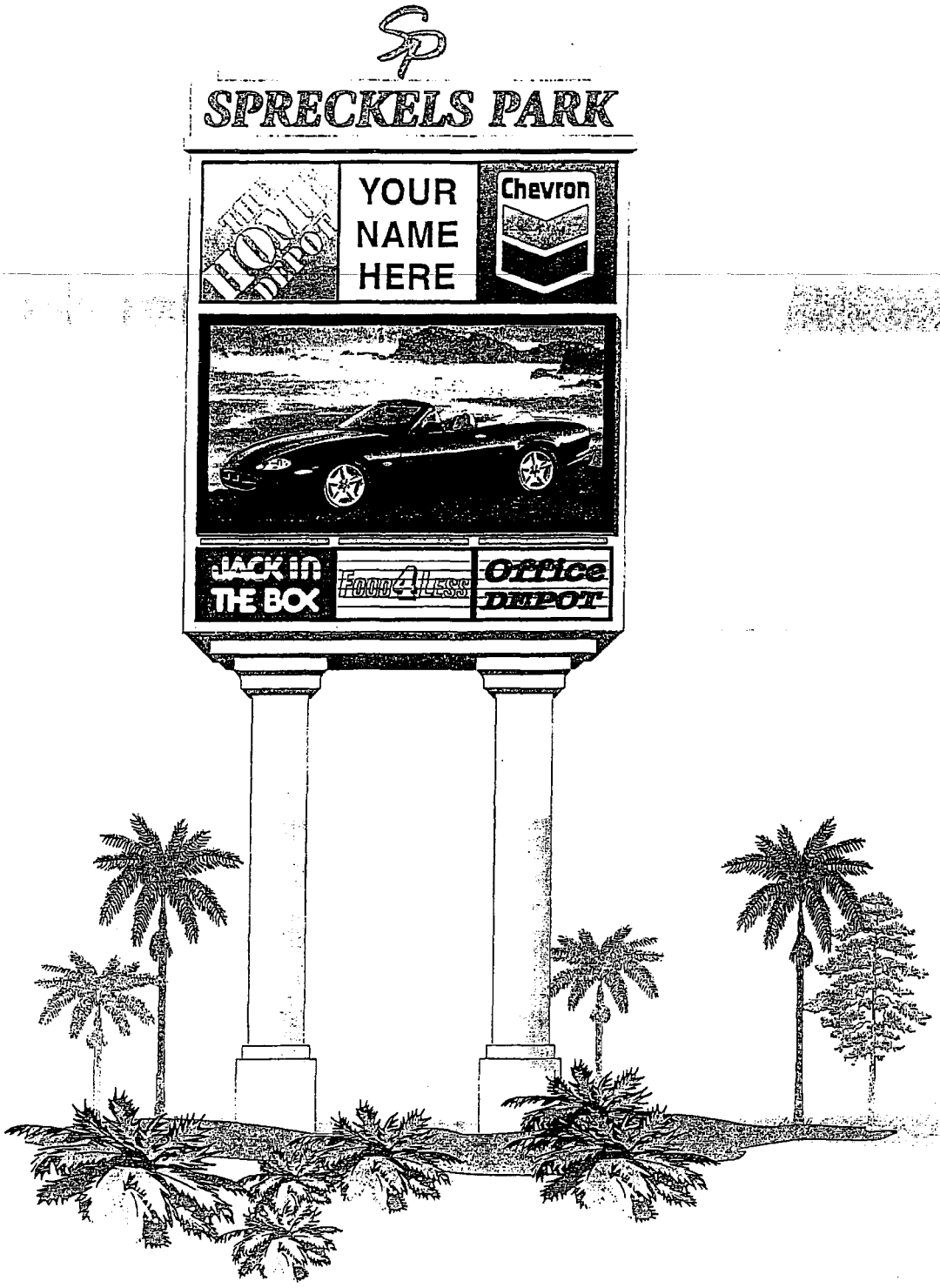
85'-0" PYLON DISPLAY
SCALE: 1/8"=1'-0"

DRAWING NO.

Notice: This is an original unpublished drawing, created by Ad-Art. It is submitted for your personal use in connection with a project being planned for you by Ad-Art. It is not to be shown to anyone outside your organization, nor is it to be reproduced, photographed, copied, exhibited or used in any fashion without the express written approval of Ad-Art.
© AD-ART ELECTRONIC SIGN CORPORATION, 1998

SALES: RL	REV. 1 10/11/99	FOR PRESENTATION XXXX	CUSTOMER APPROVAL DATE	JOB NO.	
DRAWN BY: W.B.	REV. 2 10/13/99	FOR PRODUCTION	CUSTOMER SPRECKELS PARK	SCALE AS SHOWN	
CPU NO. SPP9900 T	REV. 3 10/27/99 B.	SALESMAN APPROVAL DATE	DISPLAY ADDRESS	DATE 6-18-98	
	REV. 4 1/12/00 W.	PRODUCTION APPROVAL DATE	CITY MANTECA STATE CA		

00084521



SPRECKELS PARK PYLON

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

00084521

ad art ELECTRONIC SIGN CORPORATION	Note: This is an original unpublished drawing, created by Ad-Art. It is submitted for your personal use in connection with a project being planned for you by Ad-Art. It is not to be shown to anyone outside your organization, nor is it to be reproduced, copied, photographed, exhibited or used in any fashion without the express written approval of Ad-Art.	JOB NAME: SPRECKELS PARK	DATE: 10/13/99
		ADDRESS: MANTECA, CA	REV. 2 3 4 5
		SALESMAN: ROBERT LEAM	SALESMAN APPROVAL:
		DRAWN BY: W. BUDNIK	CUSTOMER APPROVAL:

CORP ART DEPT

00118378

ASSESSOR RECORDER
COUNTY CLERK
GARY W. FREEMAN

2000 OCT 10 AM 9:47

SAN JOAQUIN COUNTY

CITY SHOWN

WHEN RECORDED MAIL TO:

JOANN TILTON, CMC
CITY CLERK
CITY OF MANTECA
1001 W. CENTER STREET
MANTECA, CA 95337

FIFTH AMENDMENT TO THE SPRECKELS PARK DEVELOPMENT AGREEMENT

36.

THIS FIFTH AMENDMENT is entered into this 5th day of October, 2000 by and between the **CITY OF MANTECA**, a municipal corporation organized and existing under the laws of the State of California ("City") and **AKF DEVELOPMENT, LLC,** a California Limited Liability Company . This Fifth Amendment is to that Development Agreement ("Agreement") entered into the 3rd day of November, 1997, by and between the City and the Developer. City and Developer are from time to time hereinafter referred to individually as a party or collectively as the "parties."

RECITALS

A. Atherton-Kirk Development Corporation had heretofore entered into a development agreement related to the development known as Spreckels Park.

B. Atherton-Kirk Development Corporation has transferred some of its development rights under said development agreement to other companies and corporations who are purchasing individual lots within Spreckels Park and developing them.

C. Atherton-Kirk Development Corporation has transferred its ownership in Spreckels Park to AKF Development, LLC, a California Limited Liability Company.

D. The Agreement authorizes amendments from time to time in whole or in part by mutual consent of the parties. This Fifth Amendment amends the original Agreement as it pertains to the location of specific signs within Spreckels Park, and the obligations of the Developer as ownership is transferred for individual parcels within the Project.

NOW, THEREFORE, in consideration of the promises, covenants and provisions set forth herein, the parties agree as follows:

AGREEMENT

1. The Preamble, Recitals and all defined terms set forth therein as they pertain to the Project are hereby incorporated into this portion of this Fifth Amendment as if set forth herein in full.

2. This Fifth Amendment hereby amends the Agreement. However, except as this Agreement is expressly amended by this Fifth Amendment, the First Amendment, the Second Amendment, the Third Administrative Amendment, and the Fourth Amendment, the Agreement shall remain operative and in full force and effect.

3. Developer shall comply with the Agreement, as amended, and this Fifth Amendment, and all of the Conditions of Approval set forth in Exhibit D, unless otherwise provided for in this Fifth Amendment.

4. Section 9.01 of the Agreement shall hereby be amended to include the following:

"Provided the City has consented in writing to the Transfer and has released in writing the Developer from Developer's Rights in the Transferred property then, under those circumstances, the transferred property shall no longer be encumbered by any right that Developer may owe on the Remaining Property or the Project as a whole."

5. This amendment modifies the location of the "Tower Sign" approved in the Fourth Amendment. The "Tower Sign" shall be relocated to the northeast portion of Parcel #15 of parcel map recorded in Book 21 of parcel maps Page 27 San Joaquin records as shown on the attached Exhibit #3. Except as provided for in this Amendment, no other freeway signs shall be permitted within the Spreckels Park Project.

6. Developer shall also be permitted to construct three (3) freestanding signs, to be located in the commercial portions of the Project, as shown on the attached Exhibit #3. These freestanding signs shall not exceed forty feet (40') in height and shall not exceed two hundred square feet per side, total display area. Developer shall submit to the City for approval a design for each module within each freestanding sign, including but not limited to the size of the lettering, background color, type of construction and illumination, which shall then be used uniformly within the respective freestanding sign. Freestanding sign "A" as noted on Exhibit 3 shall be constructed as submitted on Exhibit #4. Other than these three freestanding signs, the "Tower Sign" and the existing sign located on Parcel E of parcel map recorded in Book 21 of parcel maps Page 138 of San Joaquin records, no other freestanding signs shall be permitted in the commercial portion of this Project. All building wall signage within Spreckels Park shall comply with criteria in the Zoning Ordinance for shopping centers over eighty-thousand (80,000) square feet.

7. Developer shall be the first to sign this Fifth Amendment and then shall deliver this Fifth Amendment to the City Manager, who will immediately schedule this Fifth Amendment for public hearings before the Planning Commission and City Council. No later than ten (10) days after the City Council approves this Fifth Amendment, the Mayor shall sign this Fifth Amendment, and the City Clerk shall, at Developer's expense, record an executed copy of same in the Official Records of the County of San Joaquin.

IN WITNESS WHEREOF, this Fifth Amendment has been approved and executed by each party hereto as of the day and year shown on the notarial acknowledgment pages to

CITY OF MANTECA

CITY CLERK

December 22, 2004

Teresa Williamson, Assistant Recorder
San Joaquin County Recorder's Office
Post Office Box 1968
Stockton, CA 95201-1968

Dear Teresa:

Enclosed for recordation with your office are the following items:

1) Thirteenth Amendment to the Spreckels Park Development Agreement, originally recorded as document number 98000136, along with a check for $19.00 to cover recording fees; and
2) Twelfth Amendment to the Spreckels Park Development Agreement, along with a check for $49.00 to cover recording fees.

Please return these documents to our office once recorded.

Thanks for your assistance with this matter. I can be reached at 825-2332 if you have any questions.

Sincerely,

Chris

CHRIS MOORE, CMC
Deputy City Clerk

/cam
Enclosures

1001 W. CENTER ST. • MANTECA, CA 95337 • (209) 239-8417 • FAX (209) 825-2333
www.ci.manteca.ca.us
Printed on Recycled Paper

PETTY CASH CHECK **CITY OF MANTECA**

EXPENSE CLAIM

Payable to (Name S.J. County Recorder) LEGISLATIVE

(Address C/O CITY CLERK Budget Account 001-0909-512.13-26 ~~001-0101-402.27-00~~

Date	ITEMS	Amount
12/20/2004	Recording Fees - 12th Amendment to Spreckels Park D.A.	$49.00
	1 page @ $7 - 14 Pages @ $3	
	Total	$49.00

I, the undersigned, swear: That the above claim and items as herein set out are true and correct; that no part thereof has been heretofore paid, and that the amount herein is justly due the claimant, and that the same is presented within one year after the last item thereof has accrued.

Date _____ Claimant _____

Date 12/20/2004 Approval _____

05/20/2004 10:42A Fee: 13.00
Page 1 of 5
Recorded in Official Records
County of San Joaquin
GARY W. FREEMON
Assessor-Recorder-County Clerk
Paid by SHOWN ON DOCUMENT

WHEN RECORDED MAIL TO:

JOANN TILTON, CMC
CITY CLERK
CITY OF MANTECA
1001 W. CENTER STREET
MANTECA, CA 95337

ELEVENTH AMENDMENT TO THE SPRECKELS PARK DEVELOPMENT AGREEMENT

THIS ELEVENTH AMENDMENT is entered into this 17th day of May, 2004 by and between the **CITY OF MANTECA**, a municipal corporation organized and existing under the laws of the State of California ("City") and **AKF DEVELOPMENT, LLC**, a California Limited Liability Company ("Developer"). This Eleventh Amendment is to that Development Agreement ("Agreement") entered into the 3rd day of November, 1997, by and between the City and the Developer. City and Developer are from time to time hereinafter referred to individually as a party or collectively as the "parties."

RECITALS

A. Atherton-Kirk Development Corporation had heretofore entered into a development agreement related to the development known as Spreckels Park.

B. Atherton-Kirk Development Corporation has transferred some of its development rights under said development agreement to other companies and corporations who are purchasing individual lots within Spreckels Park and developing them.

C. Atherton-Kirk Development Corporation has transferred its ownership in Spreckels Park to AKF Development, LLC, a California Limited Liability Company.

D. AKF Development, LLC has transferred some of its development rights under said development agreement to other companies and corporations who are purchasing individual lots within Spreckels Park and developing them. One such transfer of property ownership and development rights was that Parcel identified as Assessors Parcel #221-210-13, which is now owned by Millard Refrigerated Services.

E. The Agreement establishes Industrial Design/Architectural and Landscape Standards ("Standards", included as Exhibit "D-1"to the Agreement. Millard Refrigerated Services is requesting to be permitted to construct its building primarily of metal materials, in contrast with the approved Standards.

F. The Agreement authorizes amendments from time to time in whole or in part by

mutual consent of the parties. This Eleventh Amendment amends the original Agreement as it pertains to architectural design standards on one specific parcel within Spreckels Park.

NOW, THEREFORE, in consideration of the promises, covenants and provisions set forth herein, the parties agree as follows:

AGREEMENT

1. The preamble, Recitals and all defined terms set forth therein as they pertain to the Project are hereby incorporated into this portion of this Ninth Amendment as if set forth herein in full.

2. This Eleventh Amendment hereby amends the Agreement. However, except as this Agreement is expressly amended by this Eleventh Amendment, the First Amendment, the Second Amendment, the Third Administrative Amendment, the Fourth Amendment, the Fifth Amendment, the Sixth Amendment the Seventh Administrative Amendment, the Eighth Amendment, the Ninth Amendment and the Tenth Amendment, the Agreement shall remain operative and in full force and effect.

3. Developer shall comply with the Agreement, as amended, and this Eleventh Amendment, and all of the Conditions of Approval set forth in Exhibit D of the original Agreement and Exhibit D-1 of the Eleventh Amendment, unless otherwise provided for in this Eleventh Amendment.

4. Exhibit D-1 of the original Agreement shall hereby be amended to read as follows:

a. Condition 3.3(b) is hereby amended to read:

"Metal buildings shall only be allowed to the extent that the industrial nature of the use mandates this type of construction. Such buildings shall be subject to design review to determine if metal buildings are appropriate, in which case surface treatment to the office portions of such structures facing the public street shall be required. This limitation shall not apply to the refrigerated service industry that will be developed on that parcel identified as Assessors Parcel #221-210-13. Said industry shall be permitted to develop a metal building, due to its more efficient design, but shall be constructed to include all amenities as identified on the attached Exhibit D-4. This exception shall only apply to this industry located on the identified parcel.

5. Developer shall be the first to sign this Eleventh Amendment and then shall deliver this Eleventh Amendment to the City Manager, who will immediately schedule this Eleventh Amendment for public hearings before the Planning Commission and City Council. Following the City Council's approval of this Eleventh Amendment, the Mayor

2004-109623
05/20/2004 10:42A
2 of 5

shall sign this Eleventh Amendment, and the City Clerk shall, at Developer's expense, record an executed copy of same in the Official Records of the County of San Joaquin.

IN WITNESS WHEREOF, this Eleventh Amendment has been approved and executed by each party hereto as of the day and year shown on the notarial acknowledgment pages to this Agreement; the last date in time shall be the date appearing in the preamble to this Ninth Amendment.

"City"

CITY OF MANTECA

Willie W. Weatherford, Mayor

"Developer"

MILLARD REFRIGERATED SERVICES

Joseph Braga

STATE OF NEBRASKA GENERAL NOTARY
STEVEN L. OFFNER
MY COMMISSION EXPIRES
August 16, 2006

Subscribed and sworn before me
this 7th day of May, 2004, by Joseph Braga.

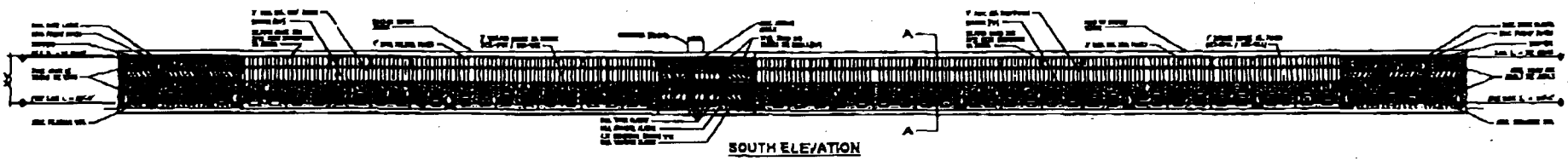
Notary Public

2004-109623
05/20/2004 10:42A
3 of 5

05/07/2004 14:23 2098252333 CITY OF MANTECA PAGE 02/02

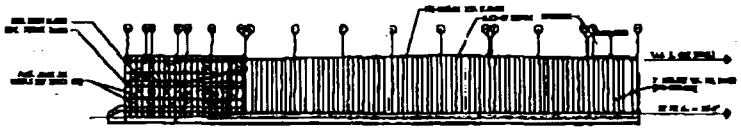
2004-109623
05/20/2004 10:42A
4 of 5

Exhibit D-4

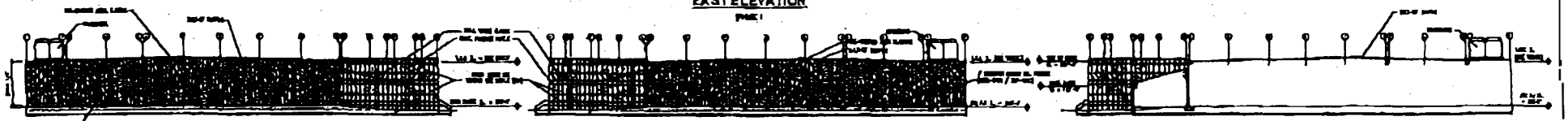


SOUTH ELEVATION

NORTH ELEVATION



EAST ELEVATION



WEST ELEVATION

EAST ELEVATION

BULDING SECTION "A-A"

RECEIVED
JAN 2 3 200
Community Development Department

Millard	BUILDING ELEVATION	
01-15-04	5201	MANTECA

01-27-04

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of San Joaquin } ss.

On 05/18/04 (Date), before me, Joann L. Tilton Notary Public (Name and Title of Officer (e.g., "Jane Doe, Notary Public")),

personally appeared Willie W. Weatherford (Name(s) of Signer(s)),

☑ personally known to me
☐ proved to me on the basis of satisfactory evidence

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

JOANN L. TILTON
Commission # 1294429
Notary Public — California
San Joaquin County
My Comm. Expires Feb 18, 2005

WITNESS my hand and official seal:

Joann L. Tilton
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

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

Description of Attached Document

Title or Type of Document: 11th Amendment to Dev. Agreement

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer

Signer's Name: _____

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

Signer Is Representing: _____

RIGHT THUMBPRINT OF SIGNER
Top of thumb here

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2004-109623
05/20/2004 10:42A
5 of 5

CITY OF MANTECA

CITY CLERK

May 19, 2004

Teresa Williamson, Assistant Recorder
San Joaquin County Recorder's Office
Post Office Box 1968
Stockton, CA 95201-1968

Dear Teresa:

Enclosed for recordation with your office is the Eleventh Amendment to the Spreckels Park Development Agreement for recordation with your office, along with a check for $19.00 for recording fees. The original development agreement was recorded as Document Number 98000136 on January 2, 1998.

Please return this document to our office once recorded.

Thanks for your assistance with this matter. I can be reached at 825-2332 if you have any questions.

Sincerely,

Chris Moore

CHRIS MOORE
Deputy City Clerk

/cam
Enclosures

1001 W. CENTER ST. • MANTECA, CA 95337 • (209) 239-8417 • FAX (209) 825-2333
www.ci.manteca.ca.us
Printed on Recycled Paper

PETTY CASH CHECK

CITY OF MANTECA
EXPENSE CLAIM

Payable to (Name San Joaquin Co. Recorder
(
(Address C/O CITY CLERK

LEGISLATIVE

Budget Account 001-0909-512.13-26

Date	ITEMS	Amount
5/17/2004	Recording Fee for 11th Amendment to Spreckels Park Dev. Agmt.	$19.00
	1 page @ $7 - 4 pages @ $3	
	Total	$19.00

I, the undersigned, swear: That the above claim and items as herein set out are true and correct; that no part thereof has been heretofore paid, and that the amount herein is justly due the claimant, and that the same is presented within one year after the last item thereof has accrued.

Date _____ Claimant _____

Date 5/14/2004 Approval _____

DOC # 2004-014199
01/23/2004 10:25A Fee:25.00
Page 1 of 7
Recorded in Official Records
County of San Joaquin
GARY W. FREEMAN
Assessor-Recorder-County Clerk
Paid by SHOWN ON DOCUMENT

WHEN RECORDED MAIL TO:

JOANN TILTON, CMC
CITY CLERK
CITY OF MANTECA
1001 W. CENTER STREET
MANTECA, CA 95337

ORIGINAL DOCUMENT RECORDED JANUARY 2, 1998
INSTRUMENT NUMBER: 98000136

TENTH AMENDMENT TO THE SPRECKELS PARK DEVELOPMENT AGREEMENT

THIS TENTH AMENDMENT is entered into this 14th day of January, 2004, by and between the **CITY OF MANTECA**, a municipal corporation organized and existing under the laws of the State of California ("City") and **PETALUMA INVESTMENT PROPERTIES, LLC**, a California Limited Liability Company ("Developer"). This Tenth Amendment is to that Development Agreement ("Agreement") entered into the 3rd day of November, 1997, by and between the City and AKF DEVELOPMENT, LLC, the former property owners, but is now with Petaluma Investment Properties, LLC, the Developer. City and Developer are from time to time hereinafter referred to individually as a party or collectively as the "parties."

RECITALS

A. Atherton-Kirk Development Corporation had heretofore entered into a development agreement related to the development known as Spreckels Park.

B. Atherton-Kirk Development Corporation has transferred its ownership in Spreckels Park to AKF Development, LLC, a California Limited Liability Company.

C. Atherton-Kirk Development Corporation has transferred some of its development rights under said development agreement to other companies and corporations who are purchasing individual lots within Spreckels Park and developing them. One such transfer of property ownership and development rights was that Parcel identified as Assessors Parcel #221-250-20, which is now owned by Sexton Chevrolet.

D. The Agreement prohibits signage contrary to City Laws, unless otherwise provided for in the Agreement or any Amendments. Sexton Chevrolet is requesting to be permitted to construct signage specific to the needs of this development and the corporation that sponsors this business, thereby necessitating a request for an amendment to the Spreckels Park Development Agreement to provide this right only to this one specific parcel.

E. The Agreement authorizes amendments from time to time in whole or in part by mutual consent of the parties. This Tenth Amendment amends the original Agreement as it pertains to the types of signs permitted and/or prohibited on Parcel #221-250-20.

NOW, THEREFORE, in consideration of the promises, covenants and provisions set forth herein, the parties agree as follows:

AGREEMENT

1. The preamble, Recitals and all defined terms set forth therein as they pertain to the Project are hereby incorporated into this portion of this Tenth Amendment as if set forth herein in full.

2. This Tenth Amendment hereby amends the Agreement. However, except as this Agreement is expressly amended by this Tenth Amendment, the First Amendment, the Second Amendment, the Third Administrative Amendment, the Fourth Amendment, the Fifth Amendment, the Sixth Amendment the Seventh Administrative Amendment, the Eighth Amendment, and the Ninth Amendment, the Agreement shall remain operative and in full force and effect.

3. Developer shall comply with the Agreement, as amended, and this Tenth Amendment, and all of the Conditions of Approval set forth in Exhibit D of the original Agreement and Exhibit D-1 of the Eighth Amendment, unless otherwise provided for in this Tenth Amendment.

4. Exhibit D of the original Agreement shall hereby be amended to include the following, but only as it relates to Assessors Parcel #221-250-20:

a. Condition 1(w) is hereby added to read:

"On Assessors Parcel #221-250-20 in Spreckels Park, Developer shall be permitted to install three freestanding signs consistent with the plans included in the attached Exhibit J."

5. Developer shall be the first to sign this Tenth Amendment and then shall deliver this Tenth Amendment to the City Manager, who will immediately schedule this Tenth Amendment for public hearings before the Planning Commission and City Council. Following the City Council's approval of this Tenth Amendment, the Mayor shall sign this Tenth Amendment, and the City Clerk shall, at Developer's expense, record an executed copy of same in the Official Records of the County of San Joaquin.

IN WITNESS WHEREOF, this Tenth Amendment has been approved and executed by each party hereto as of the day and year shown on the notarial acknowledgment pages to this Agreement; the last date in time shall be the date appearing in the preamble to this Tenth Amendment.

2004-014199
01/23/2004 10:25A
2 of 7

"City"

CITY OF MANTECA

Willie W. Weatherford, Mayor

"Developer"

PETALUMA INVESTMENT PROPERTIES

William Sexton

Jerry Sexton

2004-014139
01/23/2004 10:25A
3 of 7

ALL-PURPOSE ACKNOWLEDGMENT

STATE OF California
COUNTY OF San Joaquin }

On January 6, 2003 before me, Sheri L. Ginter
personally appeared Willie W. Weatherford, Mayor
personally known to me (or proved on the basis of satisfactory evidence) to be the person(s) whose name(s) is/~~are~~ subscribed to the within instrument and acknowledged to me that he/~~she~~/~~they~~ executed the same in his/~~her~~/~~their~~ authorized capacity(~~ies~~), and that by his/~~her~~/~~their~~ signature(s) on the instrument the person(~~s~~), or the entity upon behalf of which the person(~~s~~) acted, executed the instrument.

WITNESS my hand and official seal,
Sheri L. Ginter
NOTARY PUBLIC IN AND FOR THE SAID STATE

SHERI L. GINTER
Commission # 1318177
Notary Public - California
San Joaquin County
My Comm. Expires Apr 8, 2007

SHERI L. GINTER
Commission # 1318177
Notary Public - California
San Joaquin County
My Comm. Expires Apr 8, 2007

CAPACITY CLAIMED BY SIGNER
NAME OF PERSON(S) OR ENTITY(IES)

- ☐ INDIVIDUAL(S)
- ☒ CORPORATE Mayor
  OFFICER(S)
- ☐ PARTNER(S)
- ☐ ATTORNEY-IN-FACT
- ☐ TRUSTEE(S)
- ☐ SUBSCRIBING WITNESS
- ☐ GUARDIAN/CONSERVATOR
  OTHER

SIGNER IS REPRESENTING
NAME OF PERSON(S) OR ENTITY(IES)
City of Manteca

ATTENTION NOTARY: Although the information requested below is optional, it could prevent fraudulent attachment of this certificate to unauthorized document.

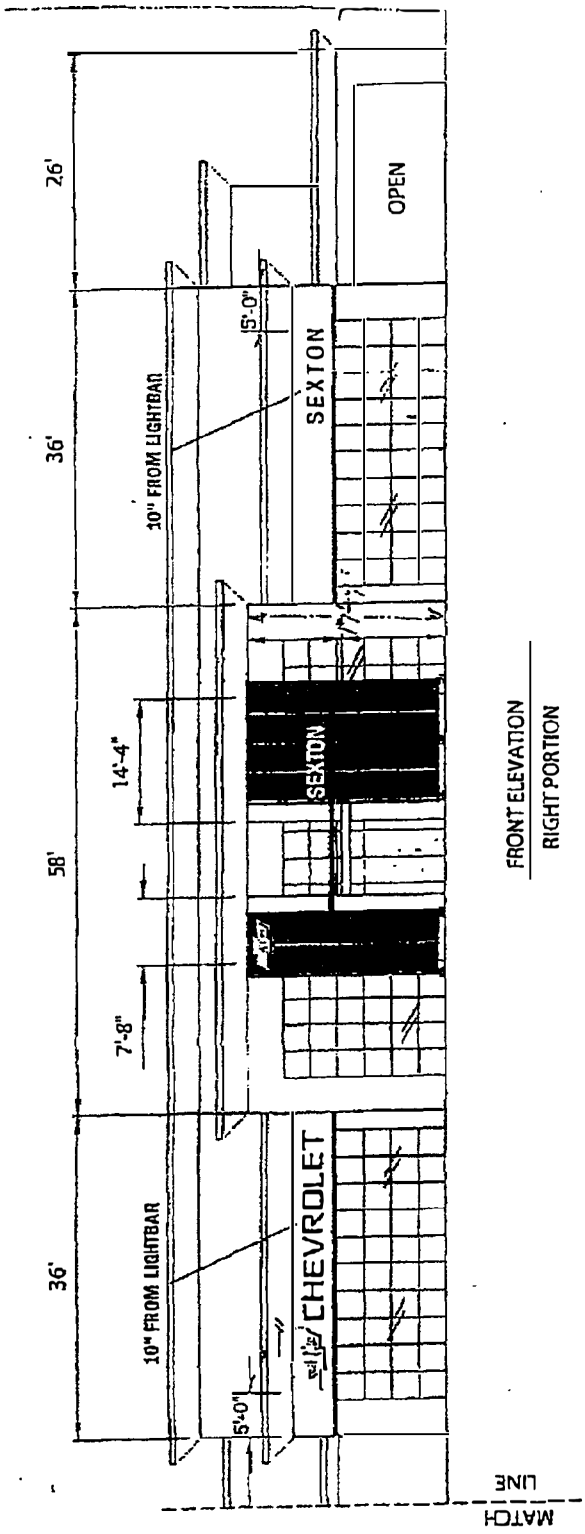
THIS CERTIFICATE MUST BE ATTACHED TO THE DOCUMENT DESCRIBED AT THE RIGHT:

Title or Type of Document 10th Amendment Spreckels
Number of Pages
Date of Document
Signer(s) Other Than Named Above

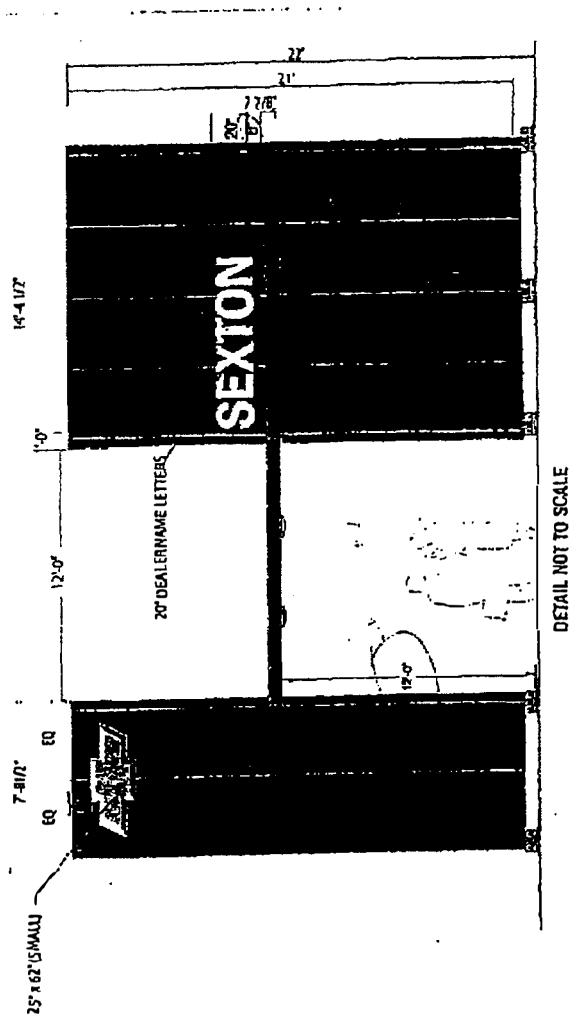
2004-014199
01/23/2004 10:25A
4 of 7

This document is only a general form which may be proper for use in simple transactions and in some ways does, or is intended to act, as a substitute for the advice of an attorney. The printer does not make any warranty, either express or implied, as to the legal validity of any provision or the suitability of these forms in any specific transaction.

EXHIBIT J

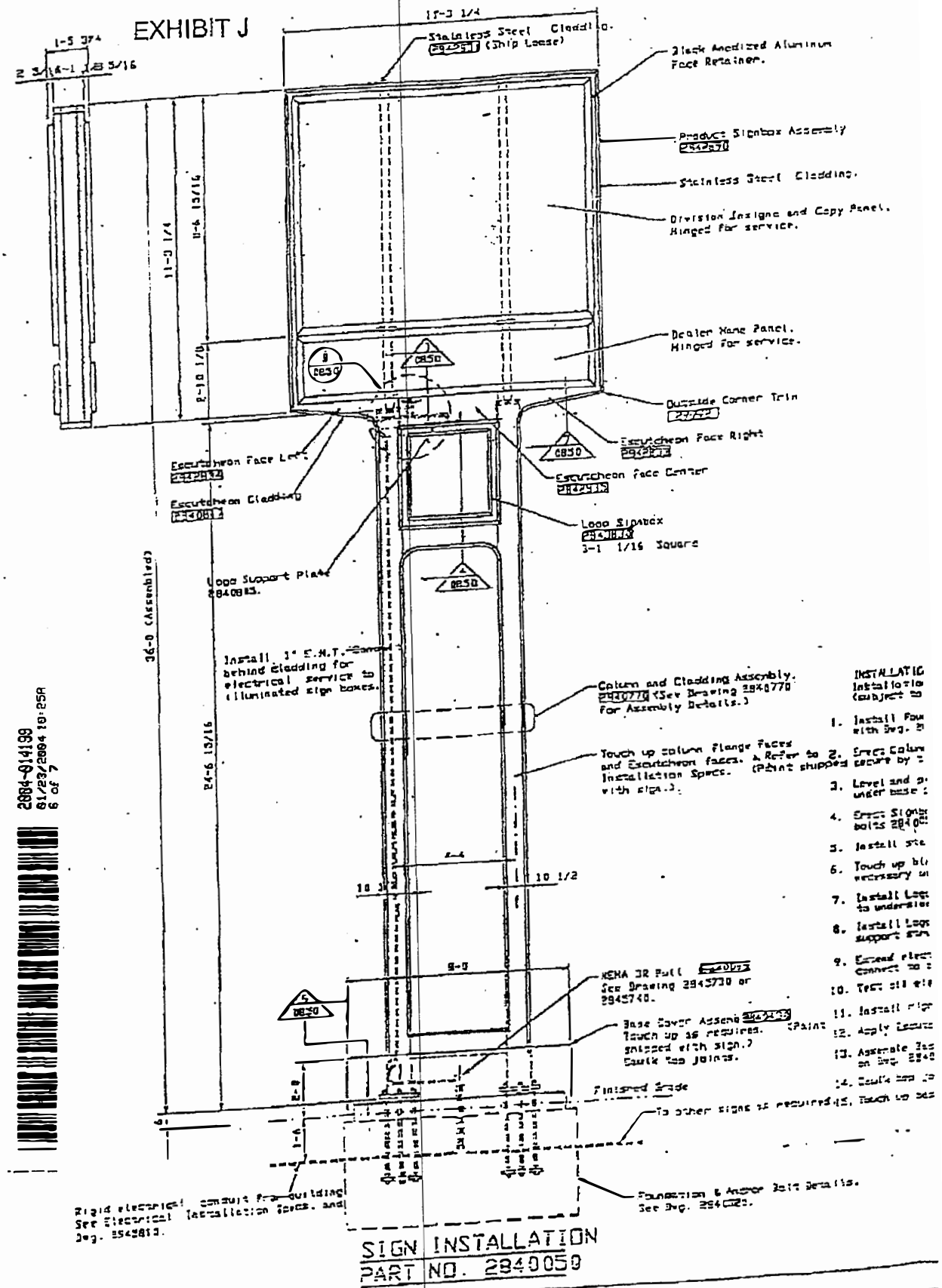


FRONT ELEVATION
RIGHT PORTION



2004-014199
01/23/2004 10:25A
5 of 7

EXHIBIT J



SIGN INSTALLATION
PART NO. 2840059

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California
County of San Joaquin } ss.

On December 1-2003 (Date) before me, Brenda M Sotomayor (Name and Title of Officer (e.g., "Jane Doe, Notary Public")),
personally appeared William Sexton & Jerry Sexton (Name(s) of Signer(s)),

☒ personally known to me
☐ proved to me on the basis of satisfactory evidence

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

BRENDA M. SOTOMAYOR
Commission # 1387873
Notary Public - California
San Joaquin County
My Comm. Expires Dec 26, 2006

WITNESS my hand and official seal.

Brenda M Sotomayor
Signature of Notary Public

OPTIONAL

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

Description of Attached Document

Title or Type of Document: Appl for Amend the Development Agreement

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer

Signer's Name: _____

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

Signer Is Representing: _____

RIGHT THUMBPRINT OF SIGNER
Top of thumb here

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2004-814199
01/23/2004 10:25A
7 of 7

...er. Call Toll-Free 1-800-876-6827

CITY OF MANTECA

CITY CLERK

1/22/04

January 9, 2004

Teresa Williamson, Assistant Recorder
San Joaquin County Recorder's Office
Post Office Box 1968
Stockton, CA 95201-1968

Dear Teresa:

Enclosed are the following for recordation with your office is the Tenth Amendment to the Spreckels Park Development Agreement, along with a check for $25.00 to cover recording fees.

Please return this document to our office once recorded.

Thanks for your assistance with this matter. I can be reached at 825-2332 if you have any questions.

Sincerely,

Chris Moore

CHRIS MOORE
Deputy City Clerk

/cam
Enclosures

1001 W. CENTER ST. • MANTECA, CA 95337 • (209) 239-8417 • FAX (209) 825-2333
www.ci.manteca.ca.us

SAN JOAQUIN COUNTY

TERESA WILLIAMSON
SENIOR DOCUMENT EXAMINER

GARY W. FREEMAN
ASSESSOR-RECORDER-COUNTY CLERK
P.O. Box 1968 Stockton, CA 95201

[ ] Date: 1-16-04

[ ] Re :

- ☐ This document will not microfilm and cannot be recorded as submitted. Please replace the _____ (Government Code Section §27361.7).
- ☐ A California All-Purpose Acknowledgment ☐ is required ☐ signature and/or seal is omitted.
- ☐ This document has not been signed by _____.
- ☐ Legal description is required (recording fee may change).
- ☐ A certified copy of the death certificate is required
- ☐ This is a ☐ double ☐ triple document. Recording fee is $ _____.
- ☐ Please complete the enclosed cover page. Recording fee is $ _____.
- ☐ The name of the _____ needs to appear above the signature.
- ☐ Original or certified copy of this document is required.
- ☐ Property not located in San Joaquin County, mail to County of _____.
- ☐ Notary seal will not reproduce on microfilm. Please complete the enclosed penalty of perjury statement.
- ☐ Documentary transfer tax box must be completed and signed.
- ☐ A letter is required to explain why there isn't any transfer tax due.
- ☐ The name and return address needs to appear in the upper left hand corner of the first page of the document.
- ☐ The Assessor's parcel number must appear on the deed.
- ☐ Preliminary Change of Ownership Report must be completed, signed by the grantee and submitted with the document or an additional $20.00 fee will be required.
- ☐ The correct fee for recording this document is $ _____.
- ☐ OTHER -

Your remittance of $ 25.00 by check ☐ cash ☐ money order ☐ is herewith returned. If you need further information, please call (209) 468-3939.

I spoke with Teresa, document number and date of recording of original agreement must be typed on your amendment agreement.

GARY W. FREEMAN,
ASSESSOR-RECORDER-COUNTY CLERK

BY: Margo (209) 953-7664
Deputy Recorder-County Clerk

CITY OF MANTECA

CITY CLERK

January 9, 2004

Teresa Williamson, Assistant Recorder
San Joaquin County Recorder's Office
Post Office Box 1968
Stockton, CA 95201-1968

Dear Teresa:

Enclosed are the following for recordation with your office is the Tenth Amendment to the Spreckels Park Development Agreement, along with a check for $25.00 to cover recording fees.

Please return this document to our office once recorded.

Thanks for your assistance with this matter. I can be reached at 825-2332 if you have any questions.

Sincerely,

Chris Moore

CHRIS MOORE
Deputy City Clerk

/cam
Enclosures

1001 W. CENTER ST. • MANTECA, CA 95337 • (209) 239-8417 • FAX (209) 825-2333
www.ci.manteca.ca.us
Printed on Recycled Paper

Petty Cash Check

CITY OF MANTECA
EXPENSE CLAIM

Payable to (Name SJ Co. Recorder) LEGISLATIVE

(Address C/O CITY CLERK) Budget Account 001-0909-512.13-26

Date	ITEMS	Amount
1/6/2004	Recording Fees - Tenth Amendment to Spreckels Park	
	Development Agreement -1@ $7 and 6 @ $3	$25.00
	Total	$25.00

I, the undersigned, swear: That the above claim and items as herein set out are true and correct; that no part thereof has been heretofore paid, and that the amount herein is justly due the claimant, and that the same is presented within one year after the last item thereof has accrued.

Date _____ Claimant _____

Date 1/6/2004 Approval _____

1641

DOC # 2002-175995
10/08/2002 10:36A Fee:19.00
Page 1 of 5
Recorded in Official Records
County of San Joaquin
GARY W. FREEMAN
Assessor-Recorder-County Clerk
Paid by SHOWN ON DOCUMENT

WHEN RECORDED MAIL TO:

JOANN TILTON, CMC
CITY CLERK
CITY OF MANTECA
1001 W. CENTER STREET
MANTECA, CA 95337

NINTH AMENDMENT TO THE SPRECKELS PARK DEVELOPMENT AGREEMENT

THIS NINTH AMENDMENT is entered into this 18th day of September, 2002 by and between the **CITY OF MANTECA**, a municipal corporation organized and existing under the laws of the State of California ("City") and **AKF DEVELOPMENT, LLC**, a California Limited Liability Company ("Developer"). This Ninth Amendment is to that Development Agreement ("Agreement") entered into the 3rd day of November, 1997, by and between the City and the Developer. City and Developer are from time to time hereinafter referred to individually as a party or collectively as the "parties."

RECITALS

A. Atherton-Kirk Development Corporation had heretofore entered into a development agreement related to the development known as Spreckels Park.

B. Atherton-Kirk Development Corporation has transferred some of its development rights under said development agreement to other companies and corporations who are purchasing individual lots within Spreckels Park and developing them.

C. Atherton-Kirk Development Corporation has transferred its ownership in Spreckels Park to AKF Development, LLC, a California Limited Liability Company.

D. AKF Development, LLC has transferred and is in the process of transferring more parcels to individual developers to construct commercial businesses. Some said businesses are requesting additional signs for their businesses which are not provided for in City Laws, including the City's zoning ordinance, thereby necessitating a request for an amendment to the Spreckels Park Development Agreement to provide this right to these businesses.

E. The Agreement authorizes amendments from time to time in whole or in part by mutual consent of the parties. This Ninth Amendment amends the original Agreement as it pertains to permitted uses and sign limitations within the Commercial and BIP zone district within Spreckels Park.

NOW, THEREFORE, in consideration of the promises, covenants and provisions set forth herein, the parties agree as follows:

AGREEMENT

1. The preamble, Recitals and all defined terms set forth therein as they pertain to the Project are hereby incorporated into this portion of this Ninth Amendment as if set forth herein in full.

2. This Ninth Amendment hereby amends the Agreement. However, except as this Agreement is expressly amended by this Ninth Amendment, the First Amendment, the Second Amendment, the Third Administrative Amendment, the Fourth Amendment, the Fifth Amendment, the Sixth Amendment the Seventh Administrative Amendment, and the Eighth Amendment, the Agreement shall remain operative and in full force and effect.

3. Developer shall comply with the Agreement, as amended, and this Ninth Amendment, and all of the Conditions of Approval set forth in Exhibit D of the original Agreement and Exhibit D-1 of the Eighth Amendment, unless otherwise provided for in this Ninth Amendment.

4. Exhibit D of the original Agreement shall hereby be amended to include the following:

a. Condition 1(v) is hereby added to read:

"In Spreckels Park, any freestanding building serving as a business establishment within the commercial zone, shall be entitled to construct signs consistent with Section 17.17.090.E of the City's Municipal Code. In addition, any such development shall be entitled to construct one additional wall sign for any façade facing a drive, street or other circulation element. The additional wall shall not exceed ten percent (10%) of the area of the building wall to which it is affixed. The approval of any wall sign shall be based on the Community Development Director's findings that: 1) such sign is necessary to identify the location or advertise the goods/services of a business establishment; and 2) such sign is appropriate in terms of its design elements (including materials, size, shape, colors, images, script and lighting) for the location and purpose for which it is intended. Any freestanding building serving as an industrial establishment shall be entitled to construct signs consistent with Section 17.17.110 of the City's Municipal Code. In addition, any such development that has a façade facing a freeway shall be entitled to construct one additional wall sign, and this additional sign shall be limited to the company's official logo. In no event shall this additional wall sign include the company's address, phone number, or website address. The sign design shall be subject to approval of the Community Development Director. The additional wall shall not exceed ten percent (10%) of the area of the building wall to which it is affixed. The approval or denial of a

wall sign by the Community Development Director may be appealed to the City Council within ten (10) days of the Community Development Director's decision to grant or deny the request."

5. Developer shall be the first to sign this Ninth Amendment and then shall deliver this Ninth Amendment to the City Manager, who will immediately schedule this Ninth Amendment for public hearings before the Planning Commission and City Council. Following the City Council's approval of this Ninth Amendment, the Mayor shall sign this Ninth Amendment, and the City Clerk shall, at Developer's expense, record an executed copy of same in the Official Records of the County of San Joaquin.

IN WITNESS WHEREOF, this Ninth Amendment has been approved and executed by each party hereto as of the day and year shown on the notarial acknowledgment pages to this Agreement; the last date in time shall be the date appearing in the preamble to this Ninth Amendment.

"City"

CITY OF MANTECA

Carlon Perry, Mayor

"Developer"

AKF ASSOCIATES

Michael W. Atherton

E. Bingham Kirk

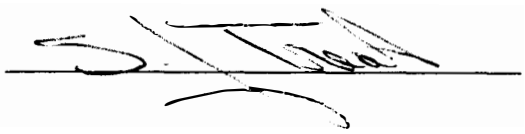
William Filios

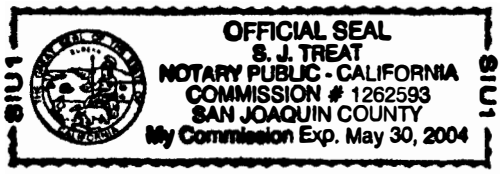
2002-175995
10/08/2002 10:36A
3 of 5

State of California)
ss.
County of SAN JOAQUIN)

On SEPT. 24, 2002 before me, S. J. TREAT, Notary Public personally appeared MICHAEL W. ATHERTON AND E. BINGHAM KIRK personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity (ies), and that by his/her/their signature(s) on the instrument the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.

Witness my hand and official seal.

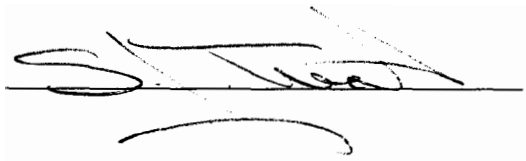
SIGNATURE 

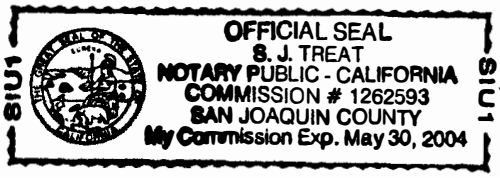


State of California)
ss.
County of SAN JOAQUIN)

On SEPT. 25, 2002 before me, S. J. TREAT, Notary Public personally appeared WILLIAM FILIOS personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity (ies), and that by his/her/their signature(s) on the instrument the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.

Witness my hand and official seal.

SIGNATURE 



State of California)
ss.
County of SAN JOAQUIN)

On October 2, 2002 before me, Sheri L. Ginter, Notary Public personally appeared CARLON PERRY, MAYOR personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/~~are~~ subscribed to the within instrument and acknowledged to me that he/~~she~~/~~they~~ executed the same in his/~~her~~/their authorized capacity (~~ies~~), and that by his/~~her~~/their signature(s) on the instrument the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.

Witness my hand and official seal.

SIGNATURE Sheri L. Ginter

SHERI L. GINTER
NOTARY PUBLIC - CALIFORNIA
COMMISSION # 1213308
PRINCIPAL OFFICE IN
SAN JOAQUIN COUNTY
My Comm. Exp. Mar. 15, 2003

2002-175995
10/08/2002 10:36A
5 of 5

CITY OF MANTECA

CITY CLERK

October 7, 2002

Doris Jackson, Assistant Recorder
San Joaquin County Recorder's Office
Post Office Box 1968
Stockton, CA 95201-1968

Dear Doris:

Enclosed for recordation with your office is the Ninth Amendment to the Spreckels Park Development Agreement, along with a check for $19.00 as recording fees.

Please return this document to our office once recorded.

Thanks for your assistance with this matter. I can be reached at 825-2332 if you have any questions.

Sincerely,

Chris Moore

CHRIS MOORE
Deputy City Clerk

/cam
Enclosures

Petty Cash Check

CITY OF MANTECA
EXPENSE CLAIM

Payable to (Name SJCo. Recorder Dept. Admin/Legis -
(Address c/o City Clerk Budget Acct. 001-0909-512,13-26

Date 10/2/02	ITEMS	Amount	
	Recording Fees- 9th Amendment to	19	@
	Specific Development Agreement-		
	1@ 7.00 - 4@ 3.00		
	TOTAL $	19	@

I, the undersigned, swear: That the above claim and items as herein set out are true and correct; that no part thereof has been heretofore paid, and that the amount herein is justly due the claimant, and that the same is presented within one year after the last item thereof has accrued.

Date 10/2/02 Claimant Chris Moore

Date 10/3/02 Approval Karen J McLaughlin

DOC # 2002-020133
02/04/2002 10:31A Fee:43.00
Page 1 of 13
Recorded in Official Records
County of San Joaquin
Gary W. Freeman
Assessor-Recorder-County Clerk
Paid by SHOWN ON DOCUMENT

WHEN RECORDED MAIL TO:

JOANN TILTON, CMC
CITY CLERK
CITY OF MANTECA
1001 W. CENTER STREET
MANTECA, CA 95337

EIGHTH AMENDMENT TO THE SPRECKELS PARK DEVELOPMENT AGREEMENT

THIS EIGHTH AMENDMENT is entered into this 16th day of January, 2002 by and between the **CITY OF MANTECA**, a municipal corporation organized and existing under the laws of the State of California ("City") and **AKF DEVELOPMENT, LLC**, a California Limited Liability Company ("Developer"). This Eighth Amendment is to that Development Agreement ("Agreement") entered into the 3rd day of November, 1997, by and between the City and the Developer. City and Developer are from time to time hereinafter referred to individually as a party or collectively as the "parties."

RECITALS

A. Atherton-Kirk Development Corporation had heretofore entered into a development agreement related to the development known as Spreckels Park.

B. Atherton-Kirk Development Corporation has transferred some of its development rights under said development agreement to other companies and corporations who are purchasing individual lots within Spreckels Park and developing them.

C. Atherton-Kirk Development Corporation has transferred its ownership in Spreckels Park to AKF Development, LLC, a California Limited Liability Company.

D. AKF Development, LLC is in the process of transferring one parcel to Tradeway Chevrolet (Tradeway), which wishes to construct a business that includes the sale and maintenance of new and used vehicles. Such uses are not provided for in City Laws, including the Spreckels Park Industrial Design/Architectural and Landscape Standards included in Exhibit D-1 to the original agreement, thereby necessitating a request for an amendment to the Spreckels Park Development Agreement to provide this right to this parcel.

E. AKF Development, LLC wishes to transfer the rights and obligations of "Developer" under the Agreement from AKF Development, LLC to Tradeway Chevrolet related to the parcel which is the subject of this Eighth Amendment and which is shown on attached Exhibit B-2, and Tradeway wishes to assume those rights and obligations.

F. AKF Development, LLC is in the process of transferring another parcel to DRD, a California General Partnership, which wishes to construct a business that includes motel and other related uses. Said development is proposed to be constructed with a building height that is not provided for in City Laws, thereby necessitating a request for an amendment to the Spreckels Park Development Agreement to provide this right to all remaining undeveloped lots within Spreckels Park.

G. AKF Development, LLC wishes to transfer the rights and obligations of "Developer" under the Agreement from AKF Development, LLC to DRD, a California General Partnership, related to the parcel which is the subject of this Eighth Amendment and which is shown on attached Exhibit B-3, and DRD wishes to assume those rights and obligations.

H. The Agreement authorizes amendments from time to time in whole or in part by mutual consent of the parties. This Eighth Amendment amends the original Agreement as it pertains to permitted uses within the BIP zone district, and other requirements related specifically to the Tradeway use, height limitations within the remaining undeveloped lots within Spreckels Park, and the obligations of the Developer as ownership is transferred for individual parcels within the Project.

NOW, THEREFORE, in consideration of the promises, covenants and provisions set forth herein, the parties agree as follows:

AGREEMENT

1. The preamble, Recitals and all defined terms set forth therein as they pertain to the Project are hereby incorporated into this portion of this Eighth Amendment as if set forth herein in full.

2. This Eighth Amendment hereby amends the Agreement. However, except as this Agreement is expressly amended by this Eighth Amendment, the First Amendment, the Second Amendment, the Third Administrative Amendment, the Fourth Amendment, and the Fifth Amendment, the Sixth Amendment and the Seventh Administrative Amendment, the Agreement shall remain operative and in full force and effect.

3. Developer shall comply with the Agreement, as amended, and this Eighth Amendment, and all of the Conditions of Approval set forth in Exhibit D of the original Agreement, unless otherwise provided for in this Eighth Amendment.

4. Exhibit "D-1" of the original Agreement shall be hereby amended, which amendments shall only be effective for the lots identified as Parcels A, B and C, as attached in Exhibit B-2:

2002-020133
02/04/2002 10:31A
2 of 13

a. Page 1 of 16, Section 1.1, first paragraph, is hereby amended to read:

"The primary purpose of the BIP district is to provide for professional and administrative offices, medical and dental offices, laboratories, financial institutions, warehouses, distribution centers, light manufacturing, public and quasi-public uses, and similar and compatible uses; to promote a business, industry and research area which is not dependent on rail transport and does not require outdoor storage, except outside storage on those properties identified in attached Exhibits B-1 and B-2, and for the sale and maintenance of vehicles on that property identified in said attached Exhibit B-2; and to foster and encourage development of specialized manufacturing and research institutions. It is intended that the BIP district be characterized by high standards of cleanliness, quiet, open space and design quality, and that it not be devoted to retail commercial or services uses."

b. Page 2 of 16, Section 1.1, Permitted Uses, condition (r) is hereby added to read:

"(r) Sale and Maintenance of Vehicles. New and used vehicles shall be permitted to be sold and maintained, though only on specific parcel(s) identified in this Eighth Amendment. Maintenance of vehicles shall not include the operation of an automobile body shop, which shall be prohibited on said parcel(s)."

c. Page 16 of 16 shall be amended to include a new Section 12, which shall read:

"The requirements of this Section No. 12, as follows, shall apply only to the property identified in said attached Exhibit B-2. Except as otherwise provided in this Section No. 12, Developer shall comply with all other requirements contained in Exhibit D-1 of the original Agreement.

(1) Developer shall construct a minimum eight-foot (8') high decorative masonry wall along the east property line of the Powers Tract subdivision, connecting from the industrial property line to the south of this Project, north to the residential subdivision. The City shall approve color, texture and design of the walls, which shall be compatible with the architectural theme of the development. Developer shall obtain required Building Permit(s) and construct these improvements and have them accepted by the City as complete prior to completion of a final inspection.

(2) Developer shall incorporate texture changes and accent colors for the east elevation of the permanent buildings. Said texture changes and accent colors shall be subject to approval by the City prior to issuance of any building permit.

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02/04/2002 16:31A
3 of 13

5. Exhibit "D-1" of the original Agreement shall be hereby amended, which amendments shall be effective for the undeveloped lots remaining within Spreckels Park as of the effective date of this Eighth Amendment:

a. Page 16 of 16 shall be amended to include a new Section 13, which shall read:

"Developer shall be permitted to construct non-residential development at a height greater than thirty-five feet (35'), subject to prior approval by the Fire Department and the Community Development Department. Said construction shall not conflict with the City's sign ordinance.

6. City hereby approves the transfer of the rights and obligations of "Developer" under the Agreement from AKF Development, LLC to Tradeway Chevrolet related to the parcel of land which is the subject of this Eighth Amendment and which is shown on attached Exhibit B-2.

7. City hereby approves the transfer of the rights and obligations of "Developer" under the Agreement from AKF Development, LLC to DRD, a California General Partnership, related to the parcel of land which is the subject of this Eighth Amendment and which is shown on attached Exhibit B-3.

8. Developer shall be the first to sign this Eighth Amendment and then shall deliver this Eighth Amendment to the City Manager, who will immediately schedule this Eighth Amendment for public hearings before the Planning Commission and City Council. Following the City Council's approval of this Eighth Amendment, the Mayor shall sign this Eighth Amendment, and the City Clerk shall, at Developer's expense, record an executed copy of same in the Official Records of the County of San Joaquin.

IN WITNESS WHEREOF, this Eighth Amendment has been approved and executed by each party hereto as of the day and year shown on the notarial acknowledgment pages to this Agreement; the last date in time shall be the date appearing in the preamble to this Eighth Amendment.

"City"

CITY OF MANTECA

Carlon Perry, Mayor

"Developer"

AKF ASSOCIATES

Michael W. Atherton

E. Bingham Kirk

2002-020133
02/04/2002 10:31A
4 of 13

ALL-PURPOSE ACKNOWLEDGMENT

STATE OF California }
COUNTY OF San Joaquin }

On January 29, 2002 before me, Sheri L. Ginter
personally appeared Carlon Perry
personally known to me (or proved on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed in the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal,

Sheri L. Ginter
NOTARY PUBLIC IN AND FOR THE SAID STATE

SHERI L. GINTER
NOTARY PUBLIC - CALIFORNIA
COMMISSION # 1213308
PRINCIPAL OFFICE IN
SAN JOAQUIN COUNTY
My Comm. Exp. Mar. 15, 2005

CAPACITY CLAIMED BY SIGNER
NAME OF PERSON(S) OR ENTITY(IES)

- ☐ INDIVIDUAL(S)
- ☒ CORPORATE Mayor
  OFFICER(S)
- ☐ PARTNER(S)
- ☐ ATTORNEY-IN-FACT
- ☐ TRUSTEE(S)
- ☐ SUBSCRIBING WITNESS
- ☐ GUARDIAN/CONSERVATOR
  OTHER

SIGNER IS REPRESENTING
NAME OF PERSON(S) OR ENTITY(IES)
City of Manteca

ATTENTION NOTARY: Although the information requested below is optional, it could prevent fraudulent attachment of this certificate to unauthorized document.

THIS CERTIFICATE MUST BE ATTACHED TO THE DOCUMENT DESCRIBED AT THE RIGHT:

Title or Type of Document Amendment to Development Agreement
Number of Pages
Date of Document January 16, 2002
Signer(s) Other Than Named Above

2002-020133
02/04/2002 10:31A
5 of 13

This document is only a general form which may be proper for use in simple transactions and in no way acts, or is intended to act, as a substitute for the advice of an attorney. The printer does not make any warranty, either express or implied, as to the legal validity of any provision or the suitability of these forms in any specific transaction.

William Filios

"Tradeway"

TRADEWAY CHEVROLET

"DRD, a California General Partnership"

By: AVTAR S. DHILLON

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02/04/2002 10:31A
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State of California)
ss.
County of SAN JOAQUIN)

On DEC. 27, 2001 before me, S. J. TREAT , Notary Public personally appeared MICHAEL W. ATHERTON and E. BINGHAM KIRK and WILLIAM FILIOS personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity (ies), and that by his/her/their signature(s) on the instrument the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.

Witness my hand and official seal.

SIGNATURE _____

SIU1

OFFICIAL SEAL
S. J. TREAT
NOTARY PUBLIC - CALIFORNIA
COMMISSION # 1262593
SAN JOAQUIN COUNTY
My Commission Exp. May 30, 2004

SIU1

State of California)
ss.
County of SAN JOAQUIN)

On JAN. 24, 2002 before me, S. J. TREAT , Notary Public personally appeared WILLIAM C. SEXTON personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity (ies), and that by his/her/their signature(s) on the instrument the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.

Witness my hand and official seal.

SIGNATURE _____

OFFICIAL SEAL
S. J. TREAT
NOTARY PUBLIC - CALIFORNIA
COMMISSION # 1262593
SAN JOAQUIN COUNTY
My Commission Exp. May 30, 2004

State of California)
ss.
County of SAN JOAQUIN)

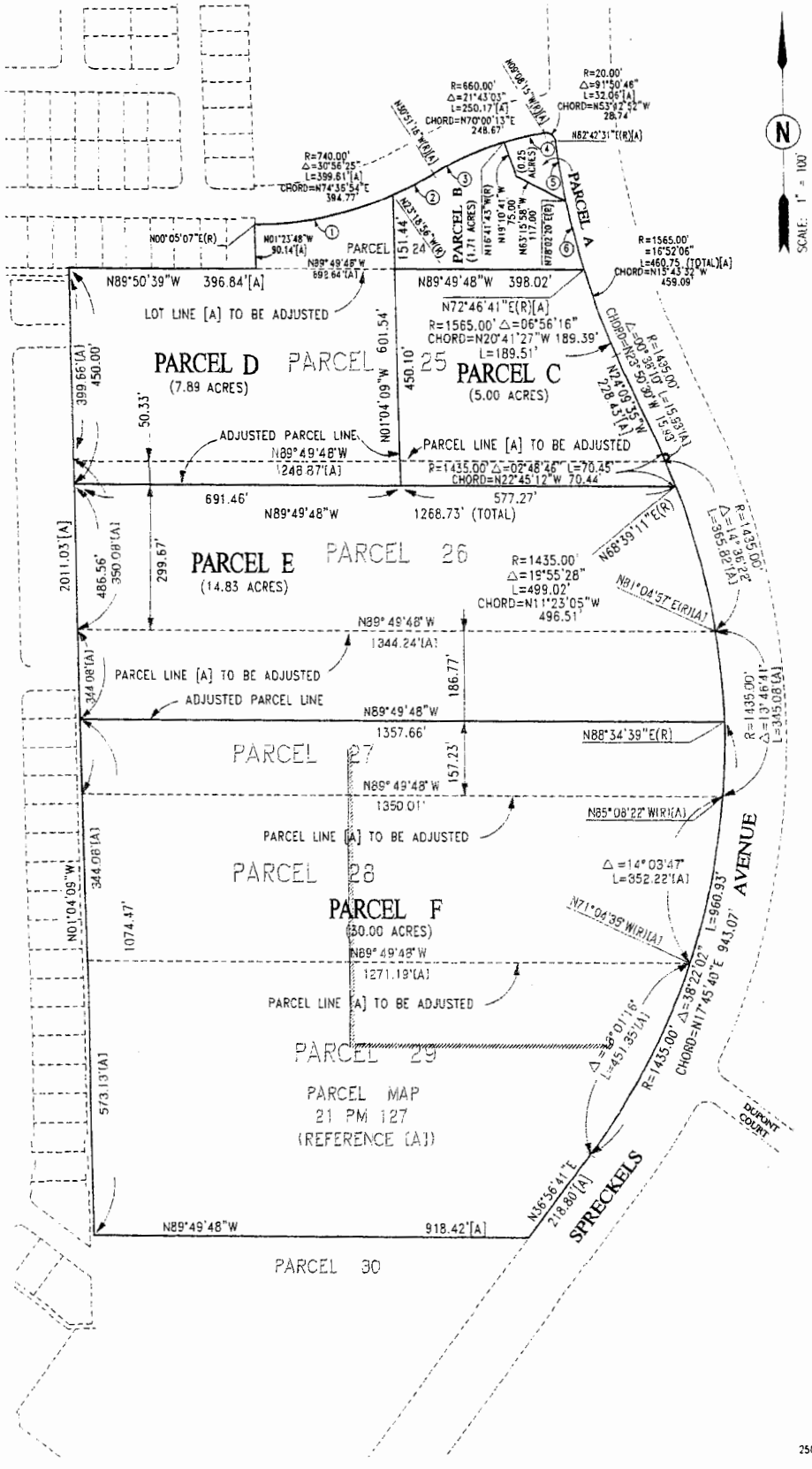
On JAN. 24, 2002 before me, S. J. TREAT , Notary Public personally appeared AVTAR S. DHILLON personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity (ies), and that by his/her/their signature(s) on the instrument the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.

Witness my hand and official seal.

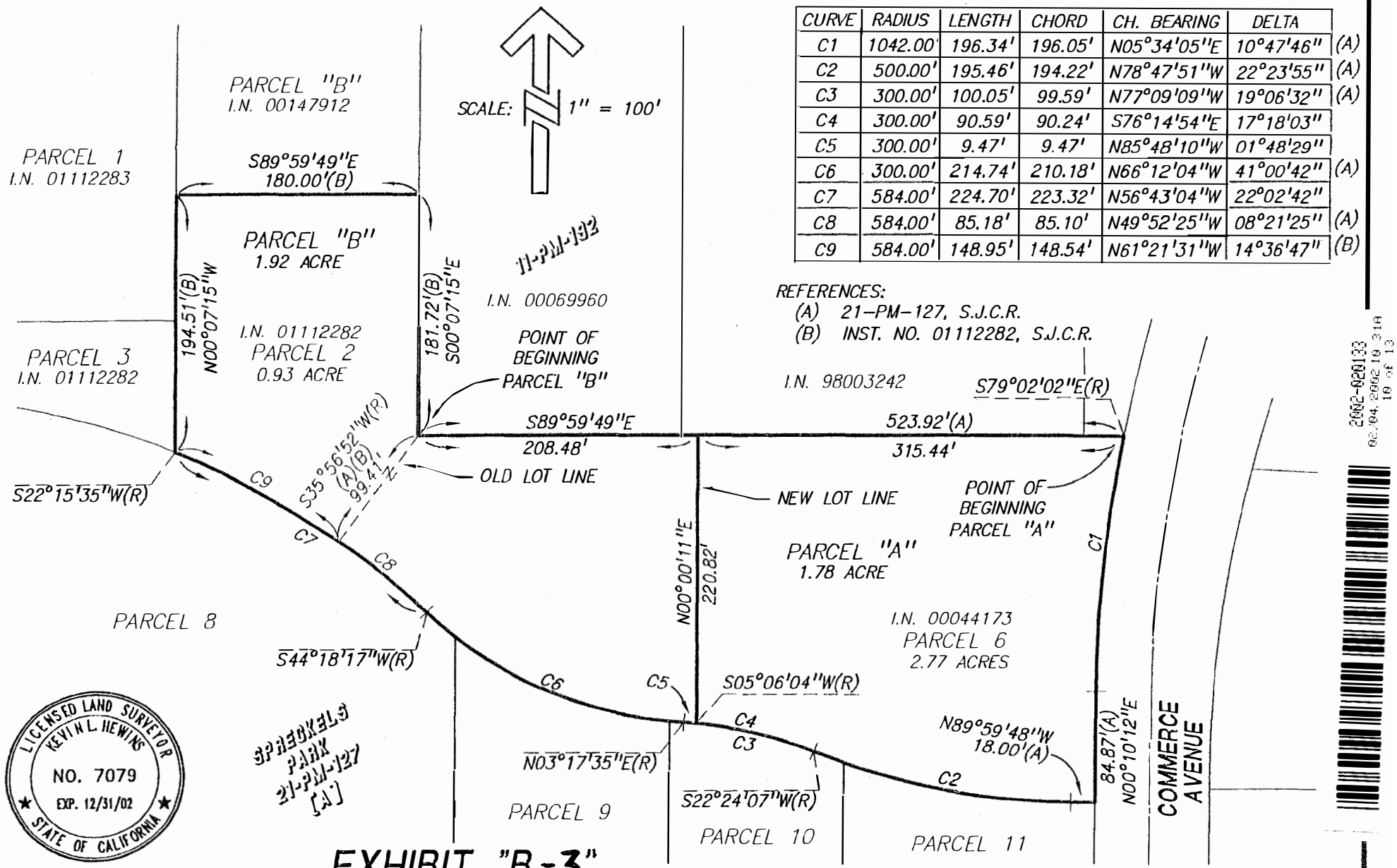
SIGNATURE _____

OFFICIAL SEAL
S. J. TREAT
NOTARY PUBLIC - CALIFORNIA
COMMISSION # 1262593
SAN JOAQUIN COUNTY
My Commission Exp. May 30, 2004

EXHIBIT B - 2



RLC ASSOCIATES
250 Cherry Lane, Suite 109
Manteca, CA 95337
(209) 239-5030
FAX (209) 239-8216



CURVE	RADIUS	LENGTH	CHORD	CH. BEARING	DELTA	
C1	1042.00'	196.34'	196.05'	N05°34'05"E	10°47'46"	(A)
C2	500.00'	195.46'	194.22'	N78°47'51"W	22°23'55"	(A)
C3	300.00'	100.05'	99.59'	N77°09'09"W	19°06'32"	(A)
C4	300.00'	90.59'	90.24'	S76°14'54"E	17°18'03"	
C5	300.00'	9.47'	9.47'	N85°48'10"W	01°48'29"	
C6	300.00'	214.74'	210.18'	N66°12'04"W	41°00'42"	(A)
C7	584.00'	224.70'	223.32'	N56°43'04"W	22°02'42"	
C8	584.00'	85.18'	85.10'	N49°52'25"W	08°21'25"	(A)
C9	584.00'	148.95'	148.54'	N61°21'31"W	14°36'47"	(B)

2002-020133
02/04/2002 10:31A
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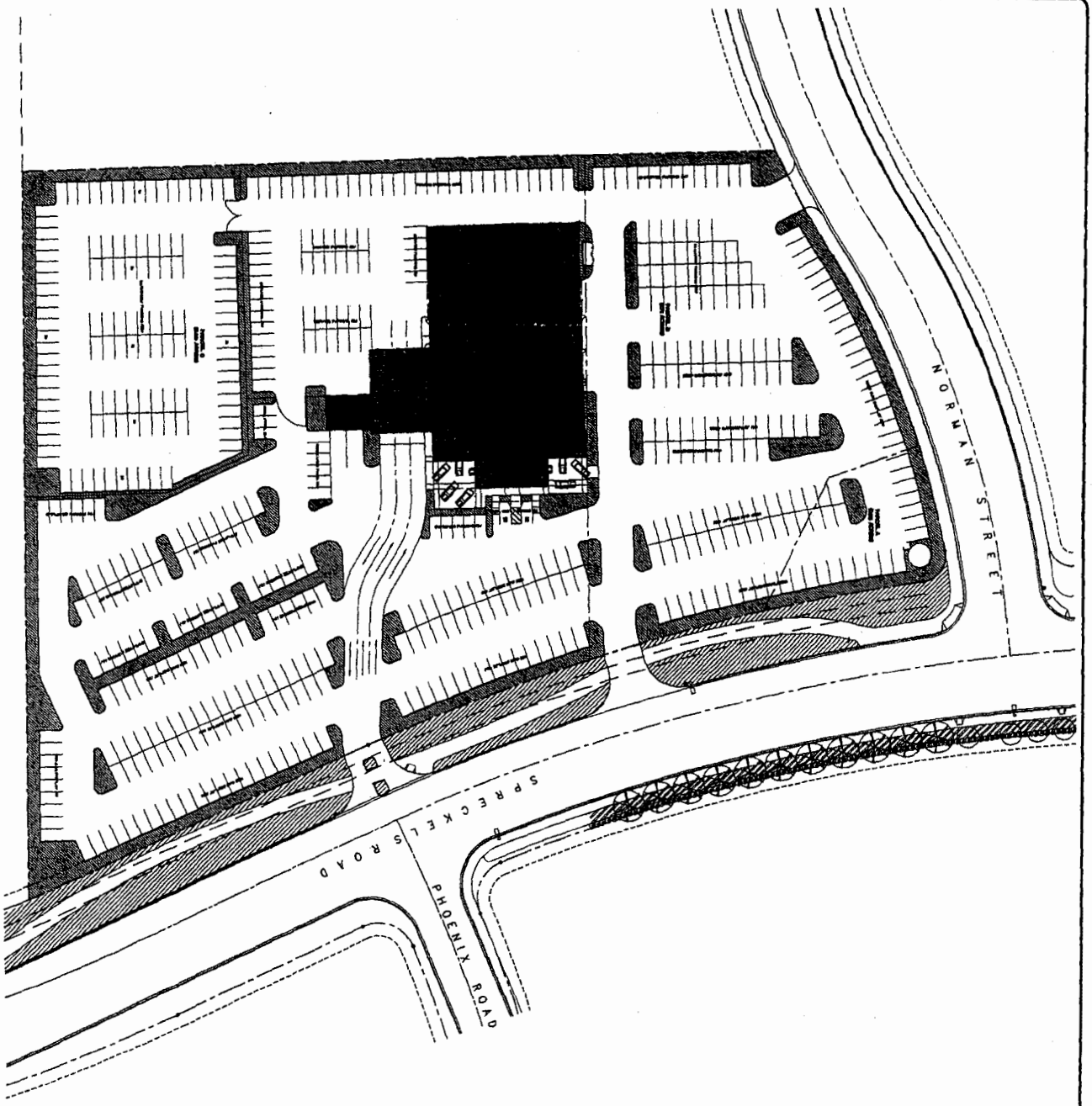
EXHIBIT "B-3"

MCR Engineering, Inc.
PLANNING • ENGINEERING • SURVEYING
322 Sun West Place • Manteca, California 95337
(209) 239-6229 FAX (209) 239-8839

MANTECA, CALIFORNIA

BY: DFB
DATE: 10/10/01
SHEET: 1 OF 1
FILE: J:\2000\00-131\00UG\11A-7.DWG



SITE PLAN

SP-1

TRADEWAY CHEVROLET

MANTECA, CALIFORNIA

WALKER / RANCOURT + ASSOCIATES

2002-020133
02/04/2002 10:31A
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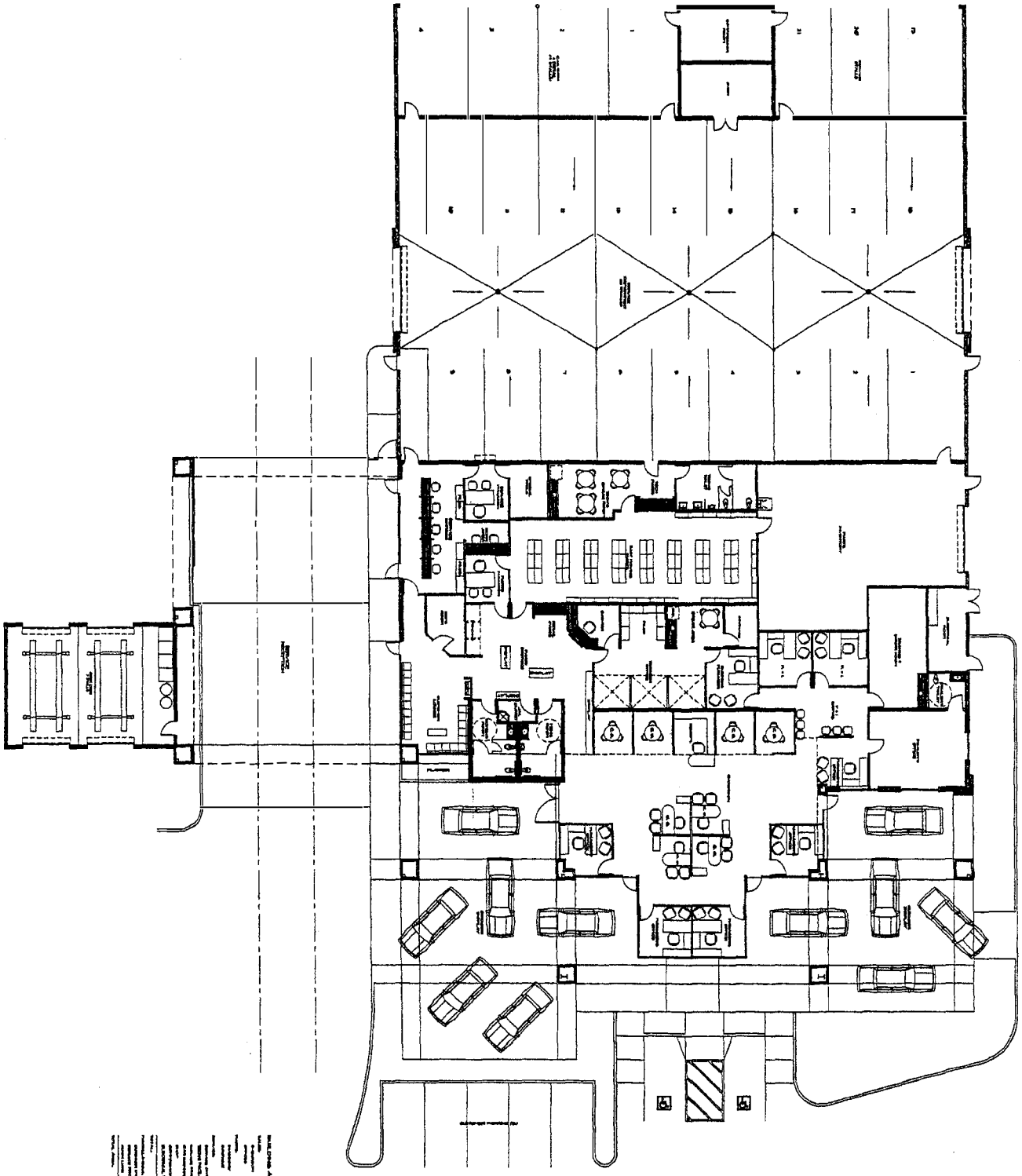

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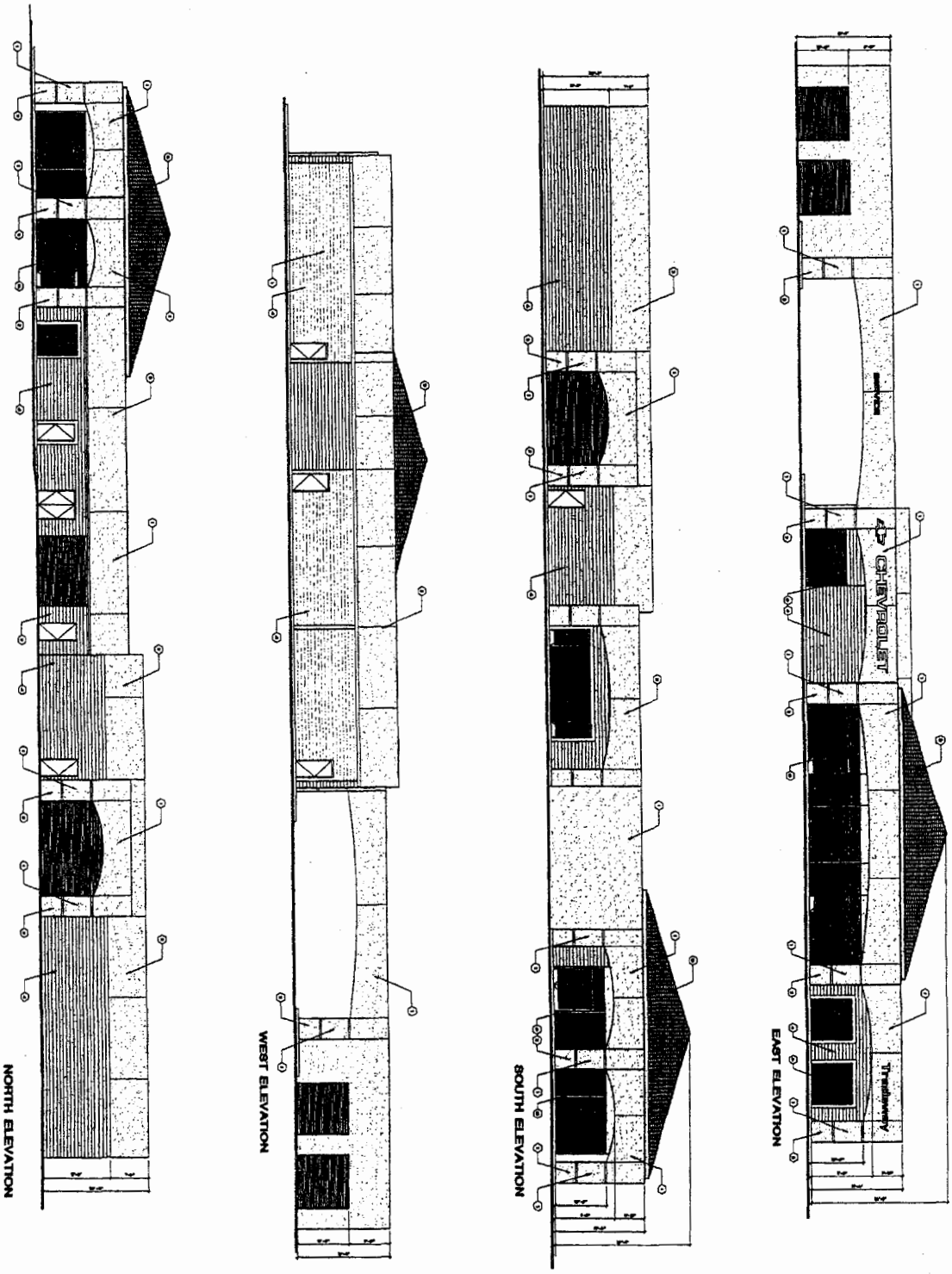
FLOOR PLAN

A-1

TRADEWAY CHEVROLET
MANTECA, CALIFORNIA

ARCHITECTS
WALKER / RANCOURT + ASSOCIATES
211 S. ANDREASEN DRIVE, 2ND FLOOR • ESCONDIDO, CA. 92029
(760) 480-0811



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EXTERIOR ELEVATIONS

A-2

TRADEWAY CHEVROLET
MANTECA, CALIFORNIA

(760) 480-0811
WALKER / RANCOURT + ASSOCIATES
211 S. ANDREASEN DRIVE, 2ND FLOOR, • ESCONDIDO, CA. 92025

CITY OF MANTECA

CITY CLERK

January 31, 2002

Doris Jackson, Assistant Recorder
San Joaquin County Recorder's Office
Post Office Box 1968
Stockton, CA 95201-1968

Dear Doris:

Enclosed for recordation with your office is the Eighth Amendment to the Spreckels Park Development, along with a check in the amount of $43.00 for recording fees.

Please return copies to our office for our files once recorded.

I can be reached at 825-2332 if you have any questions.

Sincerely,

Chris Moore

CHRIS MOORE
Deputy City Clerk

/cam
Enclosures

01147085

ASSESSOR RECORDER
COUNTY CLERK
GARY W. FREEMAN

2001 SEP -7 AM 9:35

SAN JOAQUIN COUNTY

CITY SHOWN

WHEN RECORDED MAIL TO:

JOANN TILTON, CMC
CITY CLERK
CITY OF MANTECA
1001 W. CENTER STREET
MANTECA, CA 95337

331

SEVENTH ADMINISTRATIVE AMENDMENT TO THE SPRECKELS PARK DEVELOPMENT AGREEMENT

THIS SEVENTH ADMINISTRATIVE AMENDMENT is entered into this 28th day of August, 2001 by and between the **CITY OF MANTECA**, a municipal corporation organized and existing under the laws of the State of California ("City") and **AKF DEVELOPMENT, LLC**, a California Limited Liability Company ("Developer"). This Seventh Administrative Amendment is to that Development Agreement ("Agreement") entered into the 3rd day of November, 1997, by and between the City and the Developer. City and Developer are from time to time hereinafter referred to individually as a party or collectively as the "parties."

RECITALS

A. Atherton-Kirk Development Corporation had heretofore entered into a development agreement related to the development known as Spreckels Park.

B. Atherton-Kirk Development Corporation has transferred some of its development rights under said development agreement to other companies and corporations who are purchasing individual lots within Spreckels Park and developing them.

C. Atherton-Kirk Development Corporation has transferred its ownership in Spreckels Park to AKF Development, LLC, a California Limited Liability Company.

D. AKF Development, LLC is in the process of developing phases of the Spreckels Park project, and improvements related to those phases of development.

E. AKF Development, LLC wishes to amend the timing of some of these improvements, so that they coincide with the phases be developed.

F. The Agreement authorizes amendments from time to time in whole or in part by mutual consent of the parties. This Seventh Administrative Amendment amends the original Agreement as it pertains to the timing of improvements for Unit #4 of the Spreckels Park project.

NOW, THEREFORE, in consideration of the promises, covenants and provisions set forth herein, the parties agree as follows:

AGREEMENT

1. The preamble, Recitals and all defined terms set forth therein as they pertain to the Project are hereby incorporated into this portion of this Seventh Administrative Amendment as if set forth herein in full.

2. This Seventh Administrative Amendment hereby amends the Agreement. However, except as this Agreement is expressly amended by this Seventh Administrative Amendment, the First Amendment, the Second Amendment, the Third Administrative Amendment, the Fourth Amendment, the Fifth Amendment, and the Sixth Amendment, the Agreement shall remain operative and in full force and effect.

3. Developer shall comply with the Agreement, as amended, and this Seventh Administrative Amendment, and all of the Conditions of Approval set forth in Exhibit D of the original Agreement, unless otherwise provided for in this Seventh Administrative Amendment.

4. Exhibit D of the original Agreement shall hereby be amended to include the following:

a. Condition 1(u) is hereby added to read:

"Developer shall construct improvements for a "Historical Plaza" in accordance with plans approved by the City and at a site within Spreckels Park approved by the City. Developer shall submit plans to the City for the Historical Plaza within one (1) year of the Effective Date of this Seventh Administrative Amendment, and construction of said Historical Plaza shall be completed by Developer within two (2) years of the Effective Date of this Seventh Administrative Amendment. Developer shall maintain sufficient bonds to ensure compliance with this condition."

b. Condition 2(m) shall be hereby amended to read as follows:

"Developer shall construct a Class 2 or better bicycle route and adjacent landscaping on Spreckels Avenue from Moffat Boulevard to Yosemite Avenue, concurrent with the development of individual lots within Spreckels Park. Developer shall complete the installation of bicycle route improvements along Spreckels Avenue fronting the 10-acre storm drain basin in the southern portion of the Project within nine (9) months of the effective date of this Seventh Administrative Amendment."

c. Condition 2(q) shall be hereby amended to read as follows:

"Developer shall construct Spreckels Avenue to achieve an ultimate one-hundred thirty-foot (130') right-of-way, as per Developer's request. Note that for traffic considerations, only an eighty-four foot (84') right-of-way is needed. City shall amend the PFIP to include the construction of Spreckels Avenue to an eighty-foot foot (84') right-of-way. Developer shall not be entitled to receive credits against his/her own PFIP fees for the actual cost of right-of-way, design, construction and other allowable expenses of constructing this improvement with the context of an eighty-four foot (84') right-of-way. Spreckels Avenue shall be constructed within the project to include a five (5)-lane section with two lanes in each direction and a center two-way left-turn lane, as shown on the first tentative map. Spreckels Avenue shall meet an "All Weather Road" standard prior to the issuance of any building permits for those phases of the development adjacent to Spreckels Avenue. Developer shall construct Spreckels Avenue as the various phases of this project are developed, prior to the issuance of building permits for those phases. Developer shall install arterial street trees and drought-tolerant landscaping in accordance with an approved landscape plan. Irrigation for trees on backup walls shall be provided per City of Manteca Standards in effect at time of the effective date of this development agreement. Improvements shall be in accordance with a landscape plan and approved by the City."

d. Condition 2(r) shall hereby be amended to read as follows:

"Developer shall pay for the formation of a Mello-Roos District, Landscape and Lighting District or other Financing Mechanism to pay for the maintenance of the parkway/greenbelt area and other improvements listed in Condition 2(q) along the public right-of-way along Spreckels Avenue, and improvements listed in Conditions 5(c) and 5(d) for the 10-acre basin. The District boundaries shall only include non-residential property. Developer shall pay all of the costs of the formation of the District or other Financing Mechanism. The City shall accept dedication and maintenance in accordance with City Laws only after the District or other Financing Mechanism has been formed and Developer has paid all of the costs of such formation, or has entered into another payment agreement satisfactory to the City. Developer shall be responsible for the installation of street trees and construction of utility improvements along the parkway/greenbelt."

e. Condition 2(v) is hereby deleted.

f. Condition 4(c) is hereby amended to read as follows:

"Developer shall abandon any existing well(s) on the property that are not approved by the City and the State Department of Health for use of any type,

in accordance with San Joaquin County Department of Health requirements. Said abandonment shall be completed by September 15, 2001. Developer shall maintain sufficient bonds to ensure compliance with this condition."

g. Condition 5(c) shall hereby be amended to read as follows:

"Developer shall also construct a ten (10)-acre storm drainage basin in the industrial area, to be maintained by the industrial portions of the project. Developer shall be allowed to operate this basin as a percolation basin, subject to Storm Drain Master Plan requirements (as amended), until such time as approximately fifty percent (50%) of the runoff area is developed. Developer shall be required to discharge storm water to Drain No. 7. Maintenance of this basin shall be included in the Mello-Roos District or other Financing Mechanism that is established as outlined in Condition 2(r). Improvements shall be completed as part of the Industrial Park Drive extension project."

h. Condition 6(a) is hereby amended to read as follows:

"Developer shall construct walls outlined in the Sixth Amendment to the Spreckels Park Development Agreement, specifically identified as Item 4.c. of that amendment. For those lots that have wall heights greater than seven feet (7'), the difference in wall heights shall coincide with side property lines for the adjacent residential properties within the Powers Tract subdivision. No wall shall be constructed with two different heights, abutting the rear of the adjacent residential property. The different heights shall instead be constructed so that the wall steps up or down at the side property line of the adjacent residential properties. The walls shall be constructed prior to completion of a final inspection for the phases of the development adjacent to the Powers Tract subdivision. The City shall approve wall color, texture and design."

i. Condition 6(c) is hereby amended to read as follows:

"Developer shall construct a minimum six-foot (6') high chain link fence along the right-of-way of State Highways 99 and 120, where none exists, prior to the issuance of any building permits for each phase of the development adjacent to these highways. Developer shall repair any existing chain link fencing that is in need of repair."

5. Developer shall be the first to sign this Seventh Administrative Amendment and then shall deliver this Seventh Administrative Amendment to the City Manager for his signature. After the City Manager signs this Seventh Administrative Amendment, the City Clerk shall, at Developer's expense, record an executed copy of same in the Official Records of the County of San Joaquin.

IN WITNESS WHEREOF, this Seventh Administrative Amendment has been approved and executed by each party hereto as of the day and year shown on the notarial acknowledgment pages to this Agreement; the last date in time shall be the date appearing in the preamble to this Seventh Administrative Amendment.

"City"

CITY OF MANTECA

Robert F. D. Adams

Date: 8/28/01

"Developer"

AKF ASSOCIATES

Michael W. Atherton

E. Bingham Kirk

William Filios

Approved as to Form:

8/28/01

John D. Brinton, City Attorney

Date: _____

01147085

ALL-PURPOSE ACKNOWLEDGMENT

STATE OF California }
COUNTY OF San Joaquin }

On August 29, 2001 before me, Sheri L. Ginter
personally appeared John D. Brinton
personally known to me (or proved on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed in the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal,

Sheri L. Ginter
NOTARY PUBLIC IN AND FOR THE SAID STATE

SHERI L. GINTER
NOTARY PUBLIC - CALIFORNIA
COMMISSION # 1213306
PRINCIPAL OFFICE IN
SAN JOAQUIN COUNTY
My Comm. Exp. Mar. 15, 2003

CAPACITY CLAIMED BY SIGNER
NAME OF PERSON(S) OR ENTITY(IES)

- ☐ INDIVIDUAL(S)
- ☐ CORPORATE _____
  OFFICER(S) _____
- ☐ PARTNER(S)
- ☐ ATTORNEY-IN-FACT
- ☐ TRUSTEE(S)
- ☐ SUBSCRIBING WITNESS
- ☐ GUARDIAN/CONSERVATOR
- OTHER _____

SIGNER IS REPRESENTING
NAME OF PERSON(S) OR ENTITY(IES)
City of Manteca

ATTENTION NOTARY: Although the information requested below is optional, it could prevent fraudulent attachment of this certificate to unauthorized document.

THIS CERTI ICATE MUST BE ATTACHED TO THE DOCUMENT DESCRIBED AT THE RIGHT:

Title or Type of Document Amendment to Development Agreement
Number of Pages _____
Date of Document 8/28/01
Signer(s) Other Than Named Above _____

This document is only a general form which may be proper for use in simple transactions and in no way acts, or is intended to act, as a substitute for the advice of an attorney. The printer does not make any warranty; either express or implied, as to the legal validity of any provision or the suitability of these forms in any specific transaction.

6 06580 10210 5

01147085

ALL-PURPOSE ACKNOWLEDGMENT

STATE OF California
COUNTY OF San Joaquin }

On August 29, 2004 before me, Sheri L. Ginter
personally appeared Robert F. D. Adams
personally known to me (or proved on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed in the within instrument and acknowledged to me that he/she/they executed the same In his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal,

Sheri L. Ginter
NOTARY PUBLIC IN AND FOR THE SAID STATE

SHERI L. GINTER
NOTARY PUBLIC - CALIFORNIA
COMMISSION # 1213306
PRINCIPAL OFFICE IN
SAN JOAQUIN COUNTY
My Comm. Exp. Mar. 15, 2006

CAPACITY CLAIMED BY SIGNER
NAME OF PERSON(S) OR ENTITY(IES)

- ☐ INDIVIDUAL(S)
- ☐ CORPORATE _____
  OFFICER(S) _____
- ☐ PARTNER(S)
- ☒ ATTORNEY-IN-FACT
- ☐ TRUSTEE(S)
- ☐ SUBSCRIBING WITNESS
- ☐ GUARDIAN/CONSERVATOR
- OTHER _____

SIGNER IS REPRESENTING
NAME OF PERSON(S) OR ENTITY(IES)

City of Manteca

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Cowdery's Form No. 10210 • (New No. 10G) • ACKNOWLEDGMENT • General (Civil Code 1189(a)) (Revised 10.97; Printed 10.97)

6 06580 10210 5

01147085

ALL-PURPOSE ACKNOWLEDGMENT

STATE OF California }
COUNTY OF San Joaquin }

On Aug. 1, 2001 before me, Sheri L. Ginter

personally appeared E. Bingham Kirk

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

WITNESS my hand and official seal,

Sheri L. Ginter

NOTARY PUBLIC IN AND FOR THE SAID STATE

SHERI L. GINTER
NOTARY PUBLIC - CALIFORNIA
COMMISSION # 1213308
PRINCIPAL OFFICE IN
SAN JOAQUIN COUNTY
My Comm. Exp. Mar. 15, 2003

CAPACITY CLAIMED BY SIGNER
NAME OF PERSON(S) OR ENTITY(IES)

- ☐ INDIVIDUAL(S)
- ☐ CORPORATE _____
  OFFICER(S) _____
- ☐ PARTNER(S)
- ☐ ATTORNEY-IN-FACT
- ☐ TRUSTEE(S)
- ☐ SUBSCRIBING WITNESS
- ☐ GUARDIAN/CONSERVATOR
- OTHER _____

SIGNER IS REPRESENTING
NAME OF PERSON(S) OR ENTITY(IES)

AKF Associates

ATTENTION NOTARY: Although the information requested below is optional, it could prevent fraudulent attachment of this certificate to unauthorized document.

THIS CERTIFICATE MUST BE ATTACHED TO THE DOCUMENT DESCRIBED AT THE RIGHT:

Title or Type of Document Seventh Admin. Amendment Speckels Park Dev. Agmt.
Number of Pages _____
Date of Document _____
Signer(s) Other Than Named Above _____

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6 06580 10210 5

01147085

ALL-PURPOSE ACKNOWLEDGMENT

STATE OF California }
COUNTY OF San Joaquin }

On August 1, 2001 before me, Sheri L. Ginter
personally appeared William Filios
personally known to me (or proved on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed in the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal,

Sheri L. Ginter
NOTARY PUBLIC IN AND FOR THE SAID STATE

SHERI L. GINTER
NOTARY PUBLIC - CALIFORNIA
COMMISSION # 1213308
PRINCIPAL OFFICE IN
SAN JOAQUIN COUNTY
My Comm. Exp. Mar. 15, 2003

CAPACITY CLAIMED BY SIGNER
NAME OF PERSON(S) OR ENTITY(IES)

- ☐ INDIVIDUAL(S)
- ☐ CORPORATE _____
  OFFICER(S) _____
- ☐ PARTNER(S)
- ☐ ATTORNEY-IN-FACT
- ☐ TRUSTEE(S)
- ☐ SUBSCRIBING WITNESS
- ☐ GUARDIAN/CONSERVATOR
- OTHER _____

SIGNER IS REPRESENTING
NAME OF PERSON(S) OR ENTITY(IES)

AKF Associates

ATTENTION NOTARY: Although the information requested below is optional, it could prevent fraudulent attachment of this certificate to unauthorized document.

THIS CERTIFICATE MUST BE ATTACHED TO THE DOCUMENT DESCRIBED AT THE RIGHT:

Title or Type of Document Seventh Amendment Spreckels Park Agreement
Number of Pages _____
Date of Document _____
Signer(s) Other Than Named Above _____

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Cowdery's Form No. 10210 • (New No. 10G) • ACKNOWLEDGMENT • General (Civil Code 1189(a)) (Revised 10.97; Printed 10.97)

6 06580 10210 5

01147085

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California
County of San Joaquin } ss.

On Aug. 21, 2001 (Date), before me, Joann L. Tilton Notary Public (Name and Title of Officer (e.g., "Jane Doe, Notary Public")),
personally appeared Michael W. Atherton (Name(s) of Signer(s)),

☒ personally known to me
☐ proved to me on the basis of satisfactory evidence

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

JOANN L. TILTON
Commission # 1294429
Notary Public — California
San Joaquin County
My Comm. Expires Feb 18, 2005

WITNESS my hand and official seal.

Joann L. Tilton
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

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

Description of Attached Document
Title or Type of Document: 7th Amendment to Spreckels Park Dev. Agr.
Document Date: _____ Number of Pages: 5
Signer(s) Other Than Named Above: E. Bingham Kirk and William Filios

Capacity(ies) Claimed by Signer
Signer's Name: Michael W. Atherton
☐ Individual
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Attorney in Fact
☐ Trustee
☐ Guardian or Conservator
☐ Other: _____
Signer Is Representing: AFK Associates

RIGHT THUMBPRINT OF SIGNER
Top of thumb here

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CITY OF MANTECA

CITY CLERK

September 6, 2001

Doris Jackson, Assistant Recorder
San Joaquin County Recorder's Office
Post Office Box 1968
Stockton, CA 95201-1968

Dear Doris:

Enclosed for recordation with your office is the Seventh Administrative Amendment to the Spreckels Park Development Agreement, along with a check in the amount of $34.00 for recording fees.

Please return a copy to our office for our files once recorded.

I can be reached at 825-2332 if you have any questions.

Sincerely,

Chris Moore

CHRIS MOORE
Deputy City Clerk

/cam
Enclosures

1001 W. CENTER ST. • MANTECA, CA 95337 • (209) 239-8417 • FAX (209) 825-2333

Printed on Recycled Paper

Petty Cash Check

CITY OF MANTECA
EXPENSE CLAIM

Payable to (Name S.J.Co. Recorder's Office Dept. LEGISLATIVE
(Address c/o City Clerk Budget Acct. 001-0909.512.13-26

Date 9/5	ITEMS	Amount
	Recording Fees for 7th Admin. Amendment to Specific Plan Development Agreement	35 00
	1 @ $7	
	9 @ $3	
	TOTAL $	34 00

I, the undersigned, swear: That the above claim and items as herein set out are true and correct; that no part thereof has been heretofore paid, and that the amount herein is justly due the claimant, and that the same is presented within one year after the last item thereof has accrued.

Date 9/5/01 Claimant J. Wilton

Date Approval

City Council Agenda
September 4, 2001
City Manager/Administration

Reviewed by
City Mgr's office: _____

Memo To: Manteca City Council

From: Karen L. McLaughlin, Deputy City Manager

Date: August 29, 2001

Subject: Amendment to the Spreckels Park Development Agreement to Provide for the Development of Tradeway Chevrolet

---

Recommendation:

Consider authorizing staff to prepare an amendment to the Spreckels Park Development Agreement to provide for the development of Tradeway Chevrolet in the BIP Zone.

Background:

The City has received a request for an amendment to the Spreckels Park Development Agreement, which would provide for the development of Tradeway Chevrolet, a commercial use, in the BIP zone within Spreckels Park.

Tradeway is proposing to relocate from its existing site to a location immediately south of Food-4-Less in Spreckels Park. Because the BIP zone does not provide for some of the improvements that Tradeway will need to construct, the applicant has requested an amendment to the development agreement, to provide this flexibility. Council authorized a similar amendment when American Modular requested to relocate to Spreckels Park.

Staff has begun preliminary work on the environmental review and the Site Plan for this project.

KLM

RLC
ASSOCIATES

July 11, 2001

Mr. Michael Brinton
Acting Community Development Director
Community Development Department
City of Manteca
1001 W Center St
Manteca, CA 95337

Subject: **Spreckels Park Development Agreement Modification**

Dear Mike:

Tradeway Chevrolet's lease on their current site at Yosemite Avenue and Highway 99 expires soon and they wish to relocate to the southwest corner of Spreckels Avenue and Norman Drive. This site is designated as Light Industrial/Business Industrial Park zoning in the Spreckels Park Development Agreement. We request that the Development Agreement, Article 4, be amended to allow an auto dealership at this location (6.96 acres, Parcels A, B and C). The dealership would include new and used car sales, as well as service and repairs.

We propose that the site plan, signs and operating restrictions be included as part of the Development Agreement. We have made application on behalf of Tradeway Chevrolet for Site Plan approval, and on behalf of the Spreckels Park owners for this Development Agreement Modification.

We further request that the location of the Spreckels Park Historical Plaza be moved to Parcel 4. The Historical Plaza can then be incorporated with a Retail Commercial Use (food service) making it a true "gathering place." We have attached a rendering of what we believe could be developed with the Parcel 4 location.

We look forward to you processing the application as soon as possible. Please call with any questions and a possible schedule of this process.

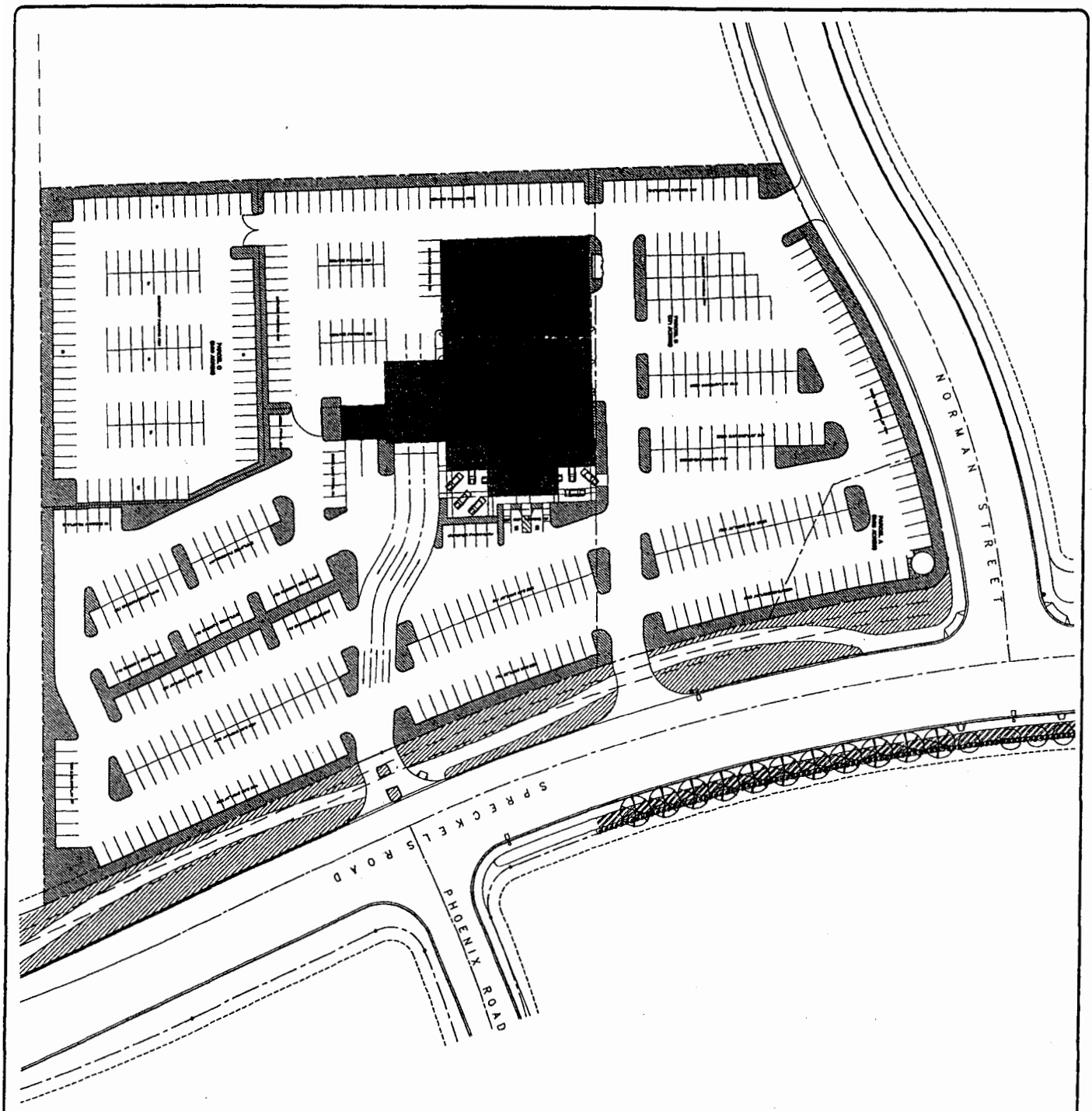
Very truly yours,

RONALD L. CHEEK
RLC Associates

attach
cc: Karen McLaughlin, w/attach
Mayor and City Council, w/attach

RLC:cg
00.643

250 CHERRY LANE, SUITE 208 • MANTECA, CA 95337 • (209) 239-5030 • FAX (209) 239-8216



AREA STATISTICS:

PARKING STATISTICS:

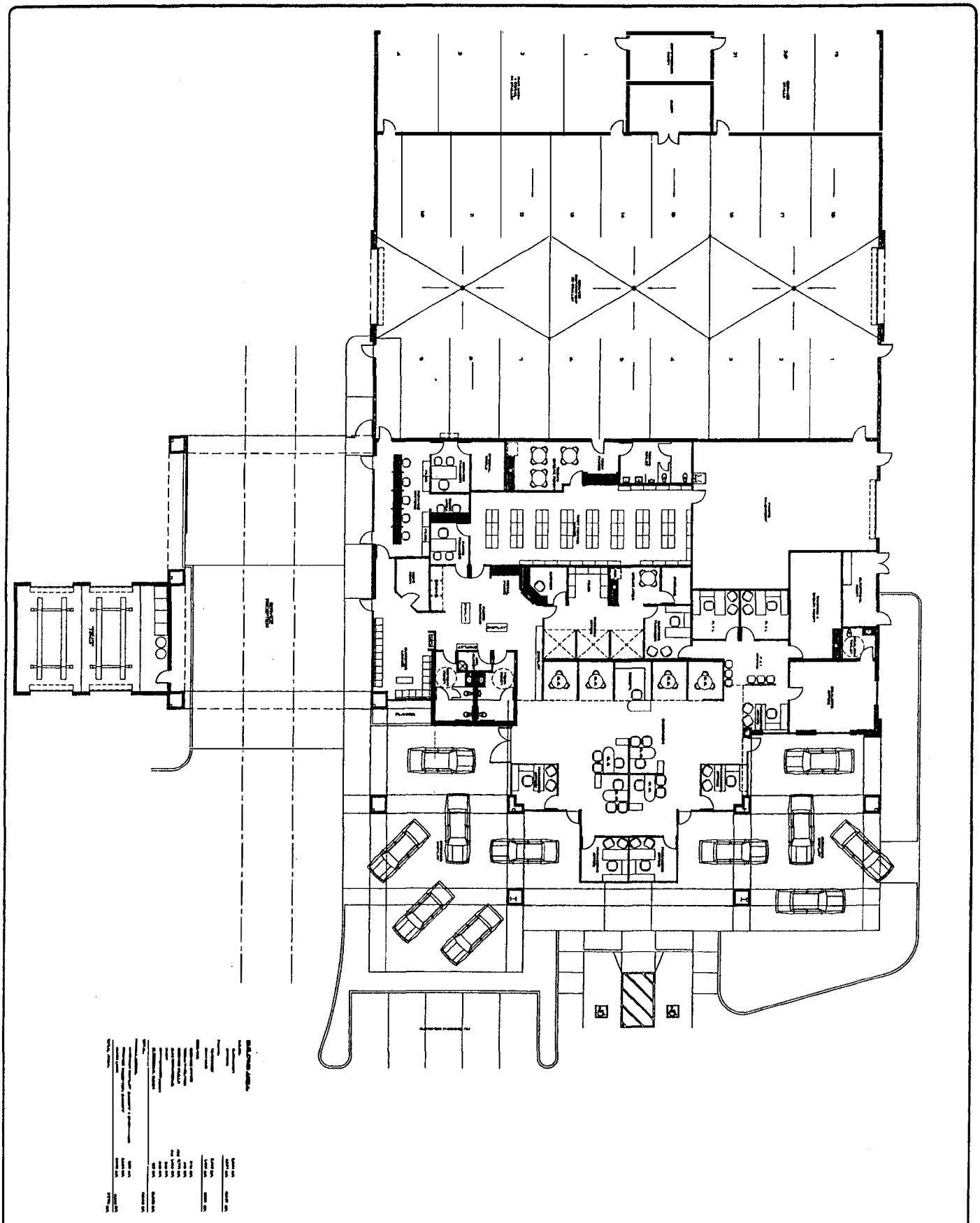
SITE PLAN

SP-1

TRADEWAY CHEVROLET

MANTECA, CALIFORNIA

ARCHITECTS
WALKER / RANCOURT + ASSOCIATES
211 S. ANDREASEN DRIVE, 2ND FLOOR, • ESCONDIDO, CA. 92029



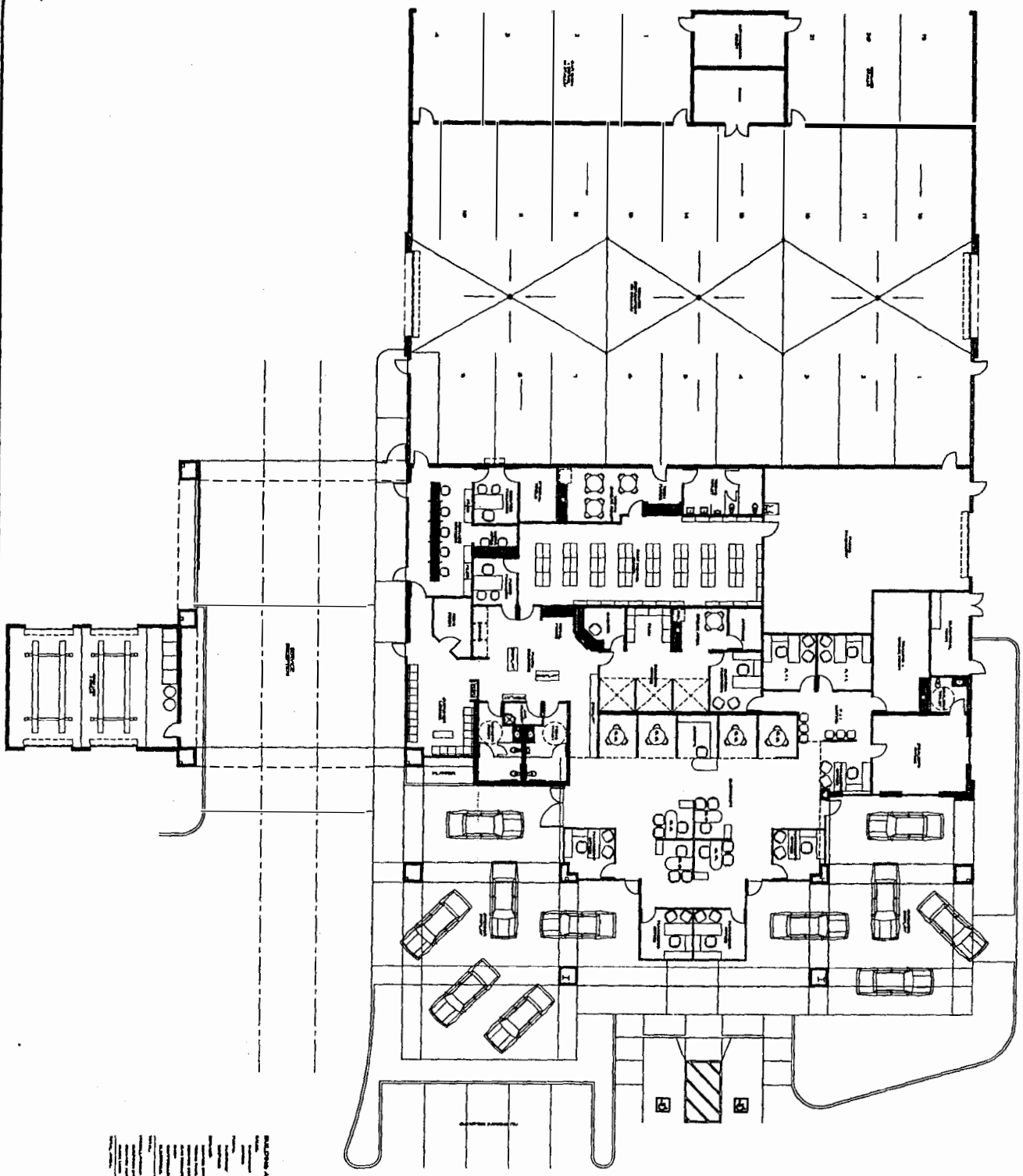
FLOOR PLAN

A-1

TRADEWAY CHEVROLET

MANTECA, CALIFORNIA

ARCHITECTS
WALKER / RANCOURT + ASSOCIATES
911 S. ANDREASEN DRIVE, 2ND FLOOR, • ESCONDIDO, CA. 92029



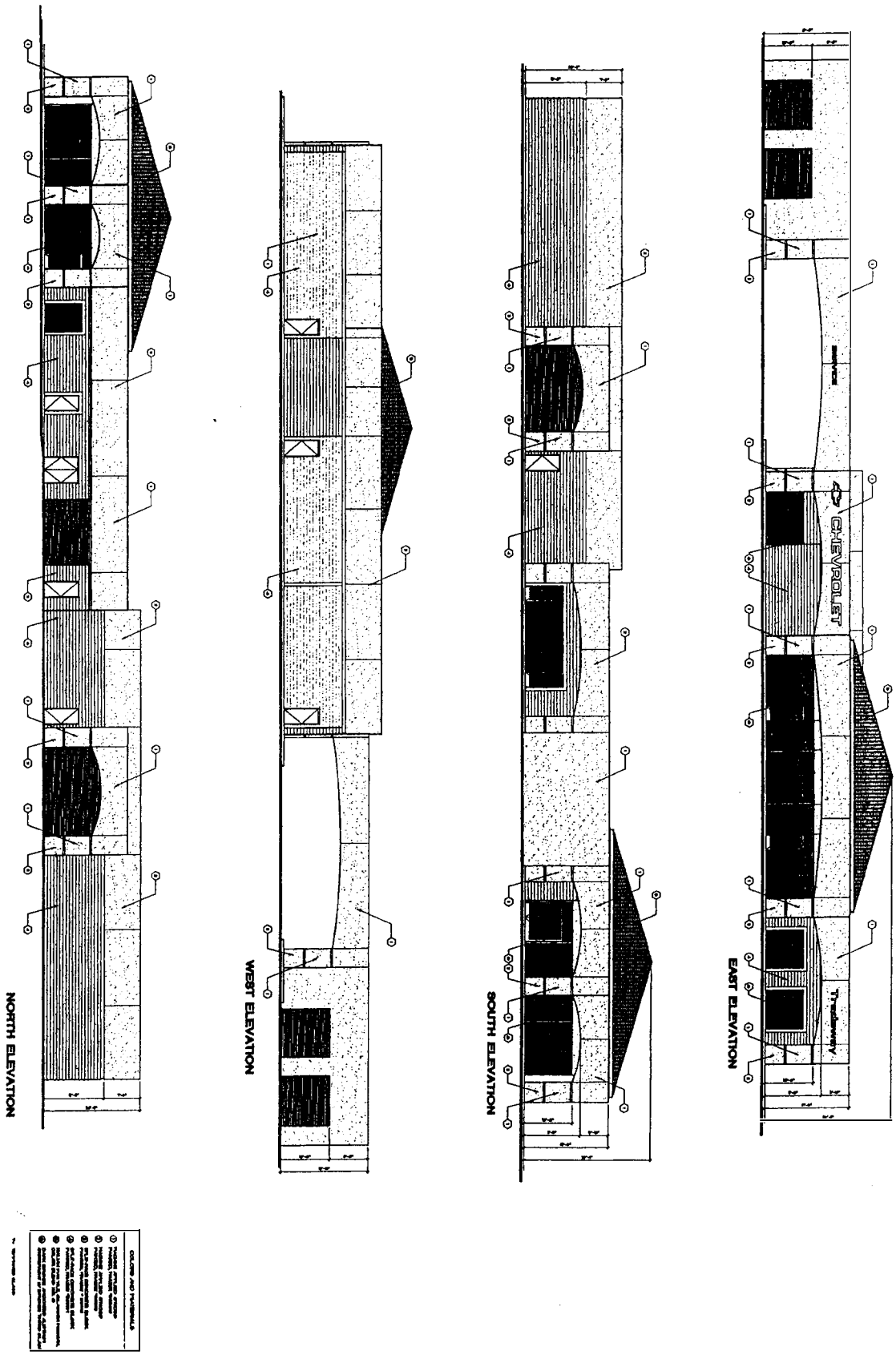
FLOOR PLAN

A-1

TRADEWAY CHEVROLET

MANTECA, CALIFORNIA

ARCHITECTS
WALKER / RANCOURT + ASSOCIATES
911 S. ANDREASEN DRIVE, 2ND FLOOR, ESCONDIDO, CA. 92029



EXTERIOR ELEVATIONS

A-2

TRADEWAY CHEVROLET

MANTECA, CALIFORNIA

ARCHITECTS
WALKER / RANCOURT + ASSOCIATES
911 S. ANDREASEN DRIVE, 2ND FLOOR • ESCONDIDO, CA. 92029
(760) 480-0611

01004096

ASSESSOR RECORDER
COUNTY CLERK
GARY W. FREEMAN

2001 JAN 11 AM 9:23

SAN JOAQUIN COUNTY

CITY SHOWN

8

WHEN RECORDED MAIL TO:

JOANN TILTON, CMC
CITY CLERK
CITY OF MANTECA
1001 W. CENTER STREET
MANTECA, CA 95337

27-1

SIXTH AMENDMENT TO THE SPRECKELS PARK DEVELOPMENT AGREEMENT

THIS SIXTH AMENDMENT is entered into this 3rd day of January, 2001 by and between the **CITY OF MANTECA**, a municipal corporation organized and existing under the laws of the State of California ("City") and **AKF DEVELOPMENT, LLC**, a California Limited Liability Company ("Developer"). This Sixth Amendment is to that Development Agreement ("Agreement") entered into the 3rd day of November, 1997, by and between the City and the Developer. City and Developer are from time to time hereinafter referred to individually as a party or collectively as the "parties."

RECITALS

A. Atherton-Kirk Development Corporation had heretofore entered into a development agreement related to the development known as Spreckels Park.

B. Atherton-Kirk Development Corporation has transferred some of its development rights under said development agreement to other companies and corporations who are purchasing individual lots within Spreckels Park and developing them.

C. Atherton-Kirk Development Corporation has transferred its ownership in Spreckels Park to AKF Development, LLC, a California Limited Liability Company.

D. AKF Development, LLC is in the process of transferring one parcel to American Modular Systems (AMS), which wishes to construct a business that includes outside storage of modular buildings. Such outside storage is not provided for in City Laws, including the Spreckels Park Industrial Design/Architectural and Landscape Standards included in Exhibit D-1 to the original agreement, thereby necessitating a request for an amendment to the Spreckels Park Development Agreement to provide this right to this parcel.

E. AKF Development, LLC wishes to transfer the rights and obligations of "Developer" under the Agreement from AKF Development, LLC to American Modular Systems related to the parcel which is the subject of this Sixth Amendment and which is shown on attached Exhibit B-1, and AMS wishes to assume those rights and obligations.

F. The Agreement authorizes amendments from time to time in whole or in part by mutual consent of the parties. This Sixth Amendment amends the original Agreement as it pertains to the permitting of outside storage of modular buildings, materials and supplies, and other requirements related specifically to the AMS use, and the obligations of the Developer as ownership is transferred for individual parcels within the Project.

NOW, THEREFORE, in consideration of the promises, covenants and provisions set forth herein, the parties agree as follows:

AGREEMENT

1. The preamble, Recitals and all defined terms set forth therein as they pertain to the Project are hereby incorporated into this portion of this Sixth Amendment as if set forth herein in full.

2. This Sixth Amendment hereby amends the Agreement. However, except as this Agreement is expressly amended by this Sixth Amendment, the First Amendment, the Second Amendment, the Third Administrative Amendment, the Fourth Amendment, and the Fifth Amendment, the Agreement shall remain operative and in full force and effect.

3. Developer shall comply with the Agreement, as amended, and this Sixth Amendment, and all of the Conditions of Approval set forth in Exhibit D of the original Agreement, unless otherwise provided for in this Sixth Amendment.

4. Exhibit "D-1" of the original Agreement shall be hereby amended, which amendments shall only be effective for the lots identified as Lots Nos. 28, 29, and the southerly 4.9 acres of Lot No. 27, as attached in Exhibit B-1:

a. Page 1 of 16, Section 1.1, first paragraph, is hereby amended to read:

"The primary purpose of the BIP district is to provide for professional and administrative offices, medical and dental offices, laboratories, financial institutions, warehouses, distribution centers, light manufacturing, public and quasi-public uses, and similar and compatible uses; to promote a business, industry and research area which is not dependent on rail transport and does not require outdoor storage, except outside storage on that property identified in said attached Exhibit B-1; and to foster and encourage development of specialized manufacturing and research institutions. It is intended that the BIP district be characterized by high standards of cleanliness, quiet, open space and design quality, and that it not be devoted to retail commercial or services uses."

b. Page 2 of 16, Section 1.1, Permitted Uses, condition (q) is hereby added to read:

"(q) Outdoor Storage. Outdoor storage must be screened from view from streets and neighboring property."

c. Page 16 of 16 shall be amended to include a new Section 11, which shall read:

"The requirements of this Section No. 11, as follows, shall apply only to the property identified in said attached Exhibit B-1. Except as otherwise provided in this Section No. 11, Developer shall comply with all other requirements contained in Exhibit D-1 of the original Agreement.

(1) Developer shall construct a minimum ten-foot (10') high masonry wall along the south and west property lines, and an eight-foot (8') high decorative masonry wall along the north property line of the lots which comprise this development. The City shall approve color, texture and design of the walls, which shall be compatible with the architectural theme of the development. Developer shall obtain required Building Permit(s) and construct these improvements and have them accepted by the City as complete prior to completion of a final inspection.

(2) Developer shall provide a minimum five-foot (5') wide landscape planter area with raised curb and automatic irrigation system along the inside of the masonry wall along the west property line provided for in item (1) above. Developer shall provide shrubs and climbing vines intended to cover both sides of the wall and provide additional screening from the adjacent properties. Openings to allow the climbing vines to grow onto the exterior (west) side of the wall shall be provided. Twenty-five trees also shall be planted within the 5' landscape planter area. Said landscaping and tree type and spacing shall be subject to approval by the City, and shall be installed prior to the completion of a final inspection.

(3) AKF Development, LLC shall provide vine landscaping along the exterior side of the masonry wall located along the south property line designed to screen the wall.

(4) Developer shall construct a decorative masonry wall along the east building line of the structure, with a minimum six-foot (6') height measured from the street side, and eight-foot (8') height measured from the interior of the property, prior to the completion of a final inspection. The City shall approve color, texture and design of the wall, which shall be compatible with the architectural theme of the development. Developer shall construct these improvements and have them accepted by the City as complete prior to the completion of a final inspection.

(5) No outside storage of materials shall be permitted any closer to the line of sight from Spreckels Drive. Storage of finished modular units is not allowed within twenty feet (20') of the masonry wall located along the west side of the site. In no case shall outside storage of materials exceed

eight-feet (8') in height and outside storage of finished modular units exceed fourteen-feet (14') in height.

(6) Developer shall pave those areas within the outside storage area dedicated for vehicle travel, prior to the completion of a final inspection. Those areas within the outside storage area dedicated for storage of finished modular units may remain unpaved but maintained free of weeds and no airborne dust or dirt shall be generated.

(7) Developer shall incorporate texture changes and accent colors for the east elevation of the permanent buildings. Said texture changes and accent colors shall be subject to approval by the City prior to issuance of any building permit.

5. City hereby approves the transfer of the rights and obligations of "Developer" under the Agreement from AKF Development, LLC to AMS related to the parcel of land which is the subject of this Sixth Amendment and which is shown on attached Exhibit A.

6. Developer shall be the first to sign this Sixth Amendment and then shall deliver this Sixth Amendment to the City Manager, who will immediately schedule this Sixth Amendment for public hearings before the Planning Commission and City Council. No later than ten (10) days after the City Council approves this Sixth Amendment, the Mayor shall sign this Sixth Amendment, and the City Clerk shall, at Developer's expense, record an executed copy of same in the Official Records of the County of San Joaquin.

IN WITNESS WHEREOF, this Sixth Amendment has been approved and executed by each party hereto as of the day and year shown on the notarial acknowledgment pages to this Agreement; the last date in time shall be the date appearing in the preamble to this Sixth Amendment.

"City"

CITY OF MANTECA

Carlon Perry, Mayor

"Developer"

AKF ASSOCIATES

Michael W. Atherton

E. Bingham Kirk

William Filios

ALL-PURPOSE ACKNOWLEDGMENT

STATE OF California }
COUNTY OF San Joaquin }

On January 3, 2001 before me, Sheri L. Ginter

personally appeared Carlon Perry

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

WITNESS my hand and official seal,

Sheri L. Ginter
NOTARY PUBLIC IN AND FOR THE SAID STATE

SHERI L. GINTER
NOTARY PUBLIC - CALIFORNIA
COMMISSION # 1213308
PRINCIPAL OFFICE IN
SAN JOAQUIN COUNTY
My Comm. Exp. Mar. 15, 2003

CAPACITY CLAIMED BY SIGNER
NAME OF PERSON(S) OR ENTITY(IES)

- ☐ INDIVIDUAL(S)
- ☐ CORPORATE Mayor
  OFFICER(S)
- ☐ PARTNER(S)
- ☐ ATTORNEY-IN-FACT
- ☐ TRUSTEE(S)
- ☐ SUBSCRIBING WITNESS
- ☐ GUARDIAN/CONSERVATOR
- OTHER

SIGNER IS REPRESENTING
NAME OF PERSON(S) OR ENTITY(IES)

City of Manteca

ATTENTION NOTARY: Although the information requested below is optional, it could prevent fraudulent attachment of this certificate to unauthorized document.

THIS CERTIFICATE MUST BE ATTACHED TO THE DOCUMENT DESCRIBED AT THE RIGHT:

Title or Type of Document Amendment to Devel. Agreement
Number of Pages 4
Date of Document 01/03/01
Signer(s) Other Than Named Above

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Cowdery's Form No. 10210 • (New No. 10G) • ACKNOWLEDGMENT • General (Civil Code 1189(a)) (Revised 10.97; Printed 10.97)

6 06580 10210 5

01004096

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of San Joaquin } ss.

On Dec. 13, 2000 (Date), before me, Charlotte G. Cheek, Notary Public (Name and Title of Officer (e.g., "Jane Doe, Notary Public")),

personally appeared MICHAEL W. ATHERTON, E. BINGHAM KIRK and WILLIAM FILIOS, (Name(s) of Signer(s))

XX personally known to me

☐ proved to me on the basis of satisfactory evidence

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

WITNESS my hand and official seal.

Charlotte G Cheek

Signature of Notary Public

CHARLOTTE G. CHEEK
COMM. #1177401
NOTARY PUBLIC CALIFORNIA
SAN JOAQUIN COUNTY
MY COMM. EXP. MARCH 26, 2002

Place Notary Seal Above

OPTIONAL

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

Description of Attached Document

Title or Type of Document: Sixth Amendment to the Spreckels Park Development Agreement

Document Date: _____ Number of Pages: Four (4)

Signer(s) Other Than Named Above: Carlon Perry, Mayor

Capacity(ies) Claimed by Signer

Signer's Name: _____

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

Signer Is Representing: AKF Development, LLC

RIGHT THUMBPRINT OF SIGNER
Top of thumb here

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Exhibit B-1

LEGAL DESCRIPTION

All that real property situate in the City of Manteca, San Joaquin County, State of California, lying within Section 3 and Section 4, Township 2 South, Range 7 East, Mount Diablo Base and meridian, being more particularly described as follows:

PARCEL "A":
Parcels 28 and 29 as shown on the Parcel Map, filed December 23, 1999, in Book 21 of Parcel Maps, Page 127, San Joaquin county Records.

Together with the following described parcel of land:

BEGINNING at the northwesterly corner of said Lot 28, thence along the westerly line of Lot 27 as shown upon said Parcel Map, filed December 23, 1999, in Book 21 of Parcel Maps, Page 127, San Joaquin County Records, North 01°04'09" West, a distance of 157.26 feet to the intersection with a line parallel with and 157.26 feet northerly of the northerly line of said Lot 28;

THENCE, easterly along said parallel line South 89°49'48" East, a distance of 1357.66 feet to the intersection with the easterly line of said Lot 27;

THENCE, southerly along said easterly line, being a 1435' radius curve concave westerly through a central angle of 6°16'59", an arc length of 157.36 feet with a chord 157.28 feet long chord bearing South 01°43'09" West to the northeasterly corner of said Lot 28;

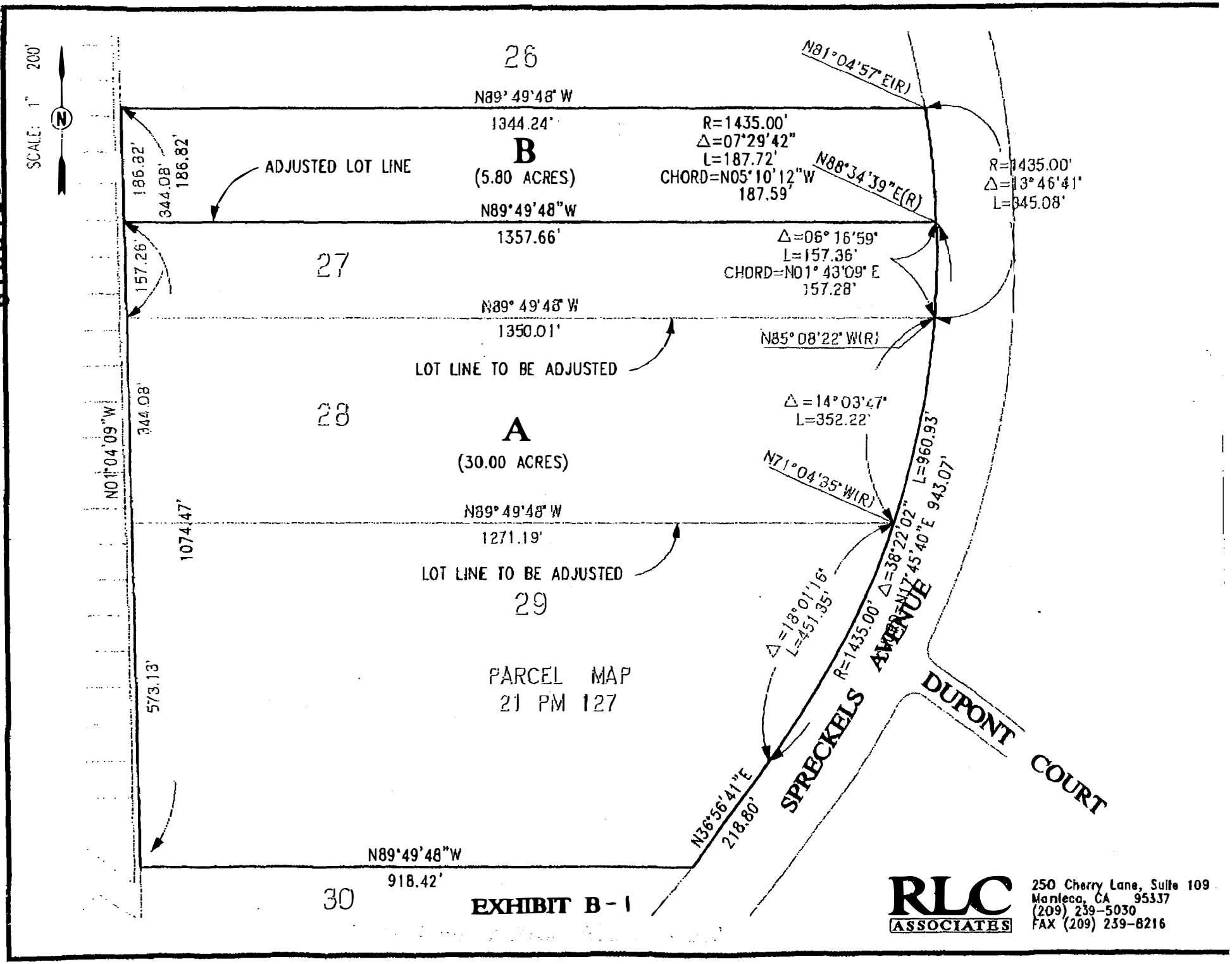
THENCE, westerly along said northerly line of Lot 28, North 89°49'48" West, a distance of 1350.01 feet to said northwesterly corner of Lot 28, being the POINT OF BEGINNING and the end of this description.

Subject to all easements and/or rights-of-way of record.

Containing 30.00 acres more or less.

REGISTERED PROFESSIONAL ENGINEER
RONALD L. CHEEK
No. 22918
Exp. 12-31-01
CIVIL
STATE OF CALIFORNIA

11-1-2000


0100409610
Exhibit B-1
SCALE: 1" 200'
N
26
N89°49'48"W
1344.24'
B
(5.80 ACRES)
ADJUSTED LOT LINE
186.82'
344.08'
186.82'
R=1435.00'
Δ=07°29'42"
L=187.72'
CHORD=N05°10'12"W
187.59'
N81°04'57"E(R)
N88°34'39"E(R)
R=1435.00'
Δ=13°46'41"
L=345.08'
N89°49'48"W
1357.66'
27
157.26'
Δ=06°16'59"
L=157.36'
CHORD=N01°43'09"E
157.28'
N89°49'48"W
1350.01'
N85°08'22"W(R)
LOT LINE TO BE ADJUSTED
28
A
(30.00 ACRES)
344.08'
N01°04'09"W
Δ=14°03'47"
L=352.22'
N71°04'35"W(R)
L=960.93'
N89°49'48"W
1271.19'
1074.47'
LOT LINE TO BE ADJUSTED
29
Δ=38°22'02"
N17°45'40"E 943.07'
Δ=18°01'16"
L=451.35'
R=1435.00'
PARCEL MAP
21 PM 127
573.13'
SPRECKELS AVENUE
DUPONT COURT
N36°56'41"E
218.80'
N89°49'48"W
918.42'
30
EXHIBIT B-1
RLC ASSOCIATES
250 Cherry Lane, Suite 109
Manteca, CA 95337
(209) 239-5030
FAX (209) 239-8216

CITY OF MANTECA

CARLON PERRY, MAYOR

January 9, 2001

Doris Jackson, Assistant Recorder
San Joaquin County Recorder's Office
Post Office Box 1968
Stockton, CA 95201-1968

Dear Doris:

Enclosed for recordation with your office is the Sixth Amendment to the Spreckels Park Development Agreement, along with a check in the amount of $28.00 for recording fees.

Please return a copy of the recorded document to the City Clerk's office for our permanent files. You can reach me at 825-2332 if you have any questions on this matter.

Sincerely,

Chris Moore

CHRIS MOORE
Deputy City Clerk

/cam
Enclosures

CITY OF MANTECA
EXPENSE CLAIM

Payable to (Name S.J. Co. Recorder's Office Dept. City Clerk
(Address c/o City Clerk Budget Acct. 001.0909-512.13-26

Date 1/3/01	ITEMS	Amount
	Record 6th Amendment to Spanels Park Dev. Agreement	28 -
	1 pg @ $7 7 pgs @ $3	
	TOTAL $	28 -

I, the undersigned, swear: That the above claim and items as herein set out are true and correct; that no part thereof has been heretofore paid, and that the amount herein is justly due the claimant, and that the same is presented within one year after the last item thereof has accrued.

Date 1/3/01 Claimant _____

Date _____ Approval _____

00118378

ASSESSOR RECORDER
COUNTY CLERK
GARY W. FREEMAN

2000 OCT 10 AM 9:47

SAN JOAQUIN COUNTY

CITY SHOWN

WHEN RECORDED MAIL TO:

JOANN TILTON, CMC
CITY CLERK
CITY OF MANTECA
1001 W. CENTER STREET
MANTECA, CA 95337

FIFTH AMENDMENT TO THE SPRECKELS PARK DEVELOPMENT AGREEMENT

THIS FIFTH AMENDMENT is entered into this 5th day of October, 2000 by and between the **CITY OF MANTECA**, a municipal corporation organized and existing under the laws of the State of California ("City") and **AKF DEVELOPMENT, LLC,** a California Limited Liability Company . This Fifth Amendment is to that Development Agreement ("Agreement") entered into the 3rd day of November, 1997, by and between the City and the Developer. City and Developer are from time to time hereinafter referred to individually as a party or collectively as the "parties."

RECITALS

A. Atherton-Kirk Development Corporation had heretofore entered into a development agreement related to the development known as Spreckels Park.

B. Atherton-Kirk Development Corporation has transferred some of its development rights under said development agreement to other companies and corporations who are purchasing individual lots within Spreckels Park and developing them.

C. Atherton-Kirk Development Corporation has transferred its ownership in Spreckels Park to AKF Development, LLC, a California Limited Liability Company.

D. The Agreement authorizes amendments from time to time in whole or in part by mutual consent of the parties. This Fifth Amendment amends the original Agreement as it pertains to the location of specific signs within Spreckels Park, and the obligations of the Developer as ownership is transferred for individual parcels within the Project.

NOW, THEREFORE, in consideration of the promises, covenants and provisions set forth herein, the parties agree as follows:

AGREEMENT

1. The Preamble, Recitals and all defined terms set forth therein as they pertain to the Project are hereby incorporated into this portion of this Fifth Amendment as if set forth herein in full.

2. This Fifth Amendment hereby amends the Agreement. However, except as this Agreement is expressly amended by this Fifth Amendment, the First Amendment, the Second Amendment, the Third Administrative Amendment, and the Fourth Amendment, the Agreement shall remain operative and in full force and effect.

3. Developer shall comply with the Agreement, as amended, and this Fifth Amendment, and all of the Conditions of Approval set forth in Exhibit D, unless otherwise provided for in this Fifth Amendment.

4. Section 9.01 of the Agreement shall hereby be amended to include the following:

> "Provided the City has consented in writing to the Transfer and has released in writing the Developer from Developer's Rights in the Transferred property then, under those circumstances, the transferred property shall no longer be encumbered by any right that Developer may owe on the Remaining Property or the Project as a whole."

5. This amendment modifies the location of the "Tower Sign" approved in the Fourth Amendment. The "Tower Sign" shall be relocated to the northeast portion of Parcel #15 of parcel map recorded in Book 21 of parcel maps Page 27 San Joaquin records as shown on the attached Exhibit #3. Except as provided for in this Amendment, no other freeway signs shall be permitted within the Spreckels Park Project.

6. Developer shall also be permitted to construct three (3) freestanding signs, to be located in the commercial portions of the Project, as shown on the attached Exhibit #3. These freestanding signs shall not exceed forty feet (40') in height and shall not exceed two hundred square feet per side, total display area. Developer shall submit to the City for approval a design for each module within each freestanding sign, including but not limited to the size of the lettering, background color, type of construction and illumination, which shall then be used uniformly within the respective freestanding sign. Freestanding sign "A" as noted on Exhibit 3 shall be constructed as submitted on Exhibit #4. Other than these three freestanding signs, the "Tower Sign" and the existing sign located on Parcel E of parcel map recorded in Book 21 of parcel maps Page 138 of San Joaquin records, no other freestanding signs shall be permitted in the commercial portion of this Project. All building wall signage within Spreckels Park shall comply with criteria in the Zoning Ordinance for shopping centers over eighty-thousand (80,000) square feet.

7. Developer shall be the first to sign this Fifth Amendment and then shall deliver this Fifth Amendment to the City Manager, who will immediately schedule this Fifth Amendment for public hearings before the Planning Commission and City Council. No later than ten (10) days after the City Council approves this Fifth Amendment, the Mayor shall sign this Fifth Amendment, and the City Clerk shall, at Developer's expense, record an executed copy of same in the Official Records of the County of San Joaquin.

IN WITNESS WHEREOF, this Fifth Amendment has been approved and executed by each party hereto as of the day and year shown on the notarial acknowledgment pages to

this Agreement; the last date in time shall be the date appearing in the preamble to this Fifth Amendment.

IN WITNESS WHEREOF, this Fifth Amendment has been approved and executed by each party hereto as of the day and year shown on the notarial acknowledgment pages to this Agreement; the last date in time shall be the date appearing in the preamble to this Fifth Amendment.

"City"

CITY OF MANTECA

Carlon Perry, Mayor

"Developer"

AKF ASSOCIATES

Michael W. Atherton

E. Bingham Kirk

William Filios

00118378

ALL-PURPOSE ACKNOWLEDGMENT

STATE OF California
COUNTY OF San Joaquin }

On October 4, 2000 before me, Sheri L. Ginter

personally appeared Carlon Perry

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

WITNESS my hand and official seal,

Sheri L. Ginter
NOTARY PUBLIC IN AND FOR THE SAID STATE

SHERI L. GINTER
NOTARY PUBLIC - CALIFORNIA
COMMISSION # 1213308
PRINCIPAL OFFICE IN
SAN JOAQUIN COUNTY
My Comm. Exp. Mar. 15, 2003

CAPACITY CLAIMED BY SIGNER
NAME OF PERSON(S) OR ENTITY(IES)

- ☐ INDIVIDUAL(S)
- ☒ CORPORATE _____
  OFFICER(S) _____
- ☐ PARTNER(S)
- ☐ ATTORNEY-IN-FACT
- ☐ TRUSTEE(S)
- ☐ SUBSCRIBING WITNESS
- ☐ GUARDIAN/CONSERVATOR
- OTHER _____

SIGNER IS REPRESENTING
NAME OF PERSON(S) OR ENTITY(IES)

City of Manteca

ATTENTION NOTARY: Although the information requested below is optional, it could prevent fraudulent attachment of this certificate to unauthorized document.

THIS CERTIFICATE MUST BE ATTACHED TO THE DOCUMENT DESCRIBED AT THE RIGHT:

Title or Type of Document Amendment to Agreement
Number of Pages _____
Date of Document _____
Signer(s) Other Than Named Above _____

This document is only a general form which may be proper for use in simple transactions and in no way acts, or is intended to act, as a substitute for the advice of an attorney. The printer does not make any warranty, either express or implied, as to the legal validity of any provision or the suitability of these forms in any specific transaction.

Cowdery's Form No. 10210 • (New No. 10G) • ACKNOWLEDGMENT • General (Civil Code 1189(a)) (Revised 10.97; Printed 10.97)

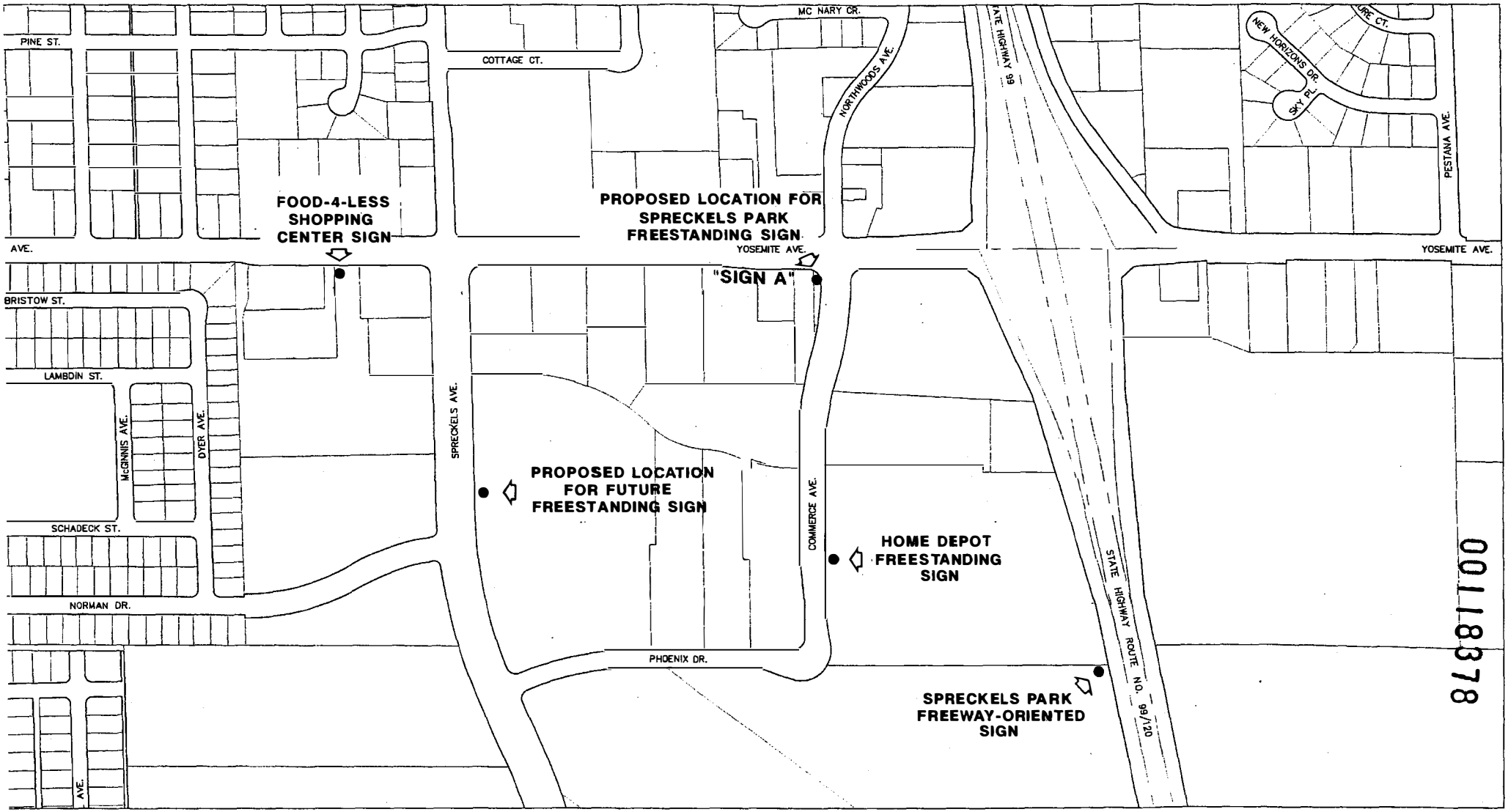
6 06580 10210 5

00118378

EXHIBIT "3"

LEGAL DESCRIPTION

PARCEL 15 AS SHOWN ON PARCEL MAP FILED FOR RECORD ON DECEMBER 3, 1999 IN BOOK 21 OF PARCEL MAPS, PAGE 127, SAN JOAQUIN COUNTY RECORDS, BEING IN A PORTION OF SECTION THREE (3), TOWNSHIP TWO (2) SOUTH, RANGE SEVEN (7) EAST, MOUNT DIABLO BASE AND MERIDIAN.

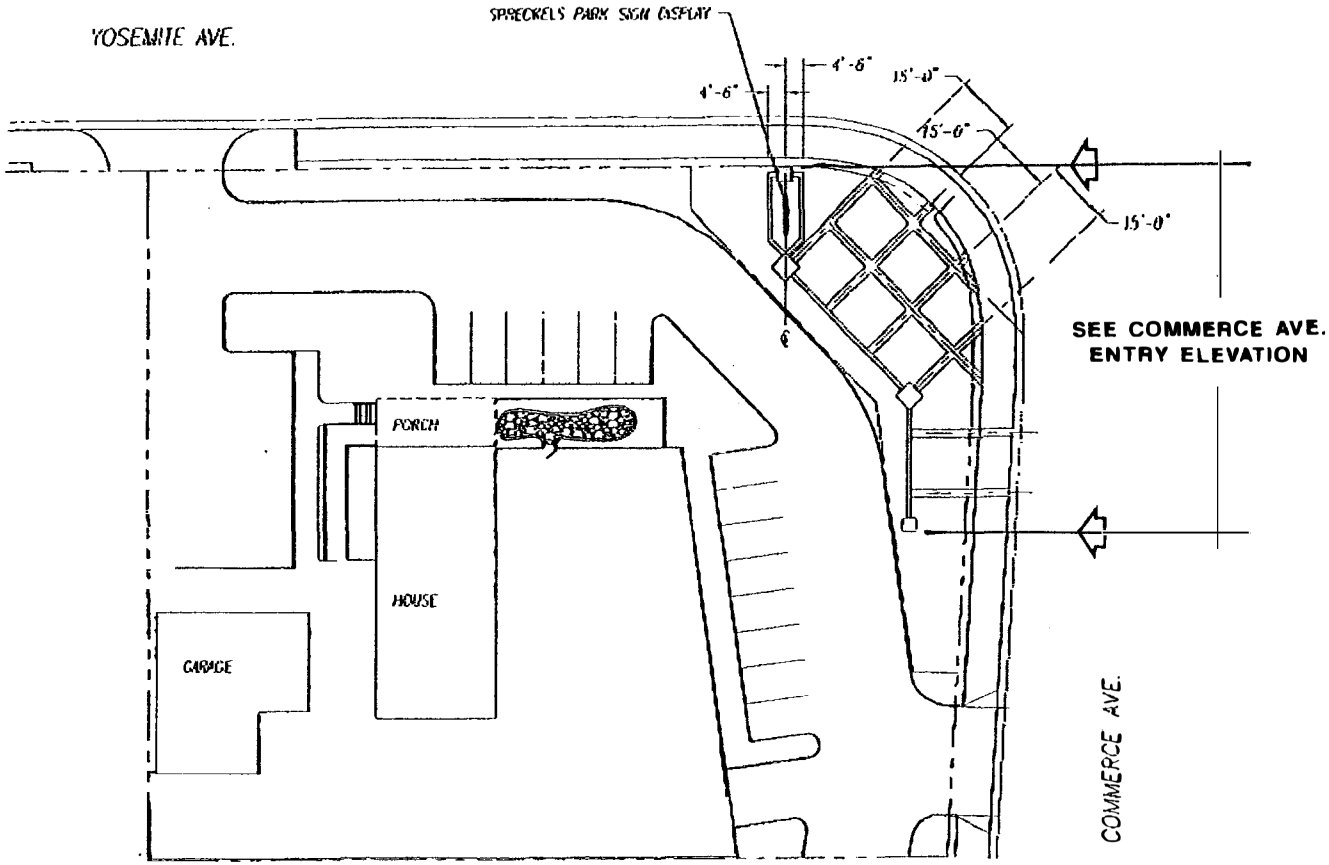


NORTH

SCALE 1" = 300'

EXHIBIT 3

5TH AMENDMENT TO SPRECKELS PARK DEVELOPMENT AGREEMENT

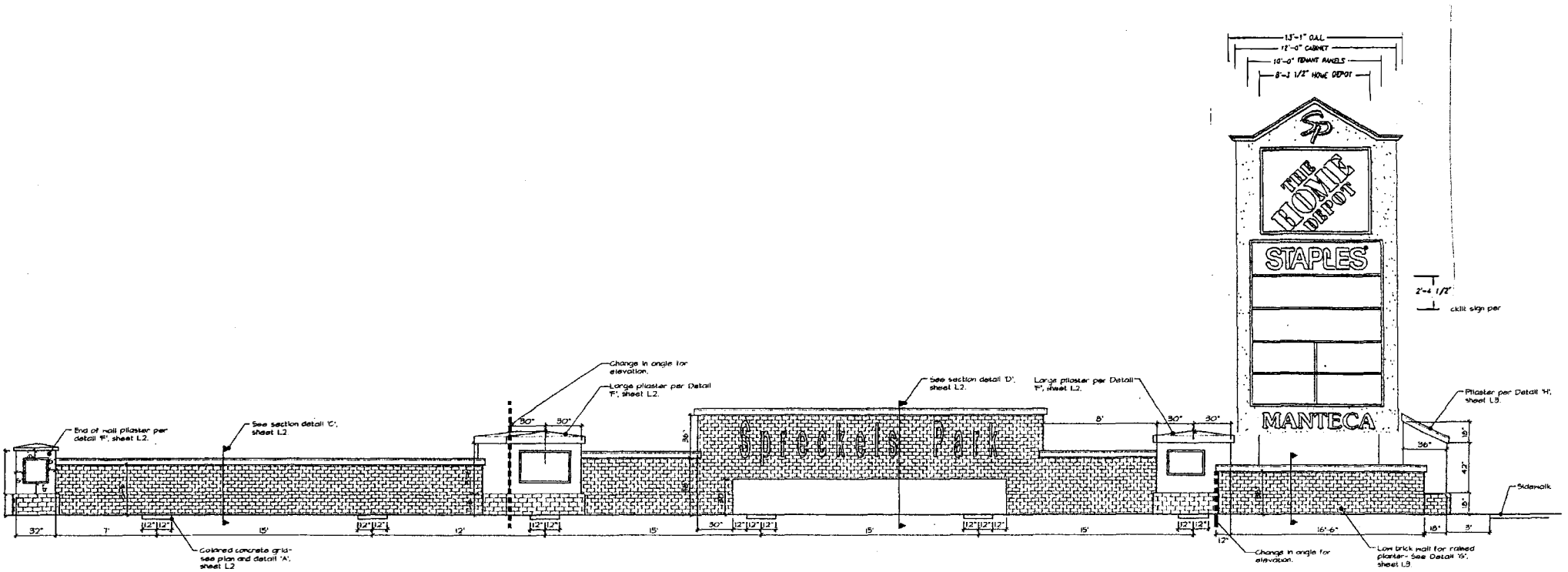


SPRECKELS PARK SITE PLAN
1" = 30'-0"

DRAWING NO. 00118378

EXHIBIT 4

5TH AMENDMENT SPRECKELS PARK DEVELOPMENT AGREEMENT



Scale: 1/4" = 1'-0"

Commerce Ave. Entry Elevation | C

00118378

00118378

State of California)
ss.
County of San Joaquin)

On AUGUST 15, 2000, before me, the undersigned Notary Public personally appeared

E. BINGHAM KIRK

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

Witness my hand and official seal.

_____
SIGNATURE OF NOTARY

CHERYL RUELOS
COMM. #1210466
NOTARY PUBLIC - CALIFORNIA
SAN JOAQUIN COUNTY
My Commission Expires Feb. 9, 2003

----------OPTIONAL----------

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above:

_____

_____

_____

_____

ALL-PURPOSE ACKNOWLEDGMENT 00118378

State of California
County of San Joaquin } SS.

On 8-16-00 (DATE) before me, Vicki Cardoza (NOTARY),
personally appeared William Filios (SIGNER(S))

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

VICKI CARDOZA
Comm. # 1164815
NOTARY PUBLIC - CALIFORNIA
San Joaquin County
My Comm. Expires Dec. 8, 2001

WITNESS my hand and official seal.

Vicki Cardoza
NOTARY'S SIGNATURE

OPTIONAL INFORMATION

The information below is not required by law. However, it could prevent fraudulent attachment of this acknowledgment to an unauthorized document.

CAPACITY CLAIMED BY SIGNER (PRINCIPAL)

☐ INDIVIDUAL
☐ CORPORATE OFFICER

_____
TITLE(S)

☐ PARTNER(S)
☐ ATTORNEY-IN-FACT
☐ TRUSTEE(S)
☐ GUARDIAN/CONSERVATOR
☐ OTHER: _____

SIGNER IS REPRESENTING:
NAME OF PERSON(S) OR ENTITY(IES)

_____

_____

DESCRIPTION OF ATTACHED DOCUMENT

_____
TITLE OR TYPE OF DOCUMENT

_____
NUMBER OF PAGES

_____
DATE OF DOCUMENT

_____
OTHER

RIGHT THUMBPRINT OF SIGNER

Top of thumbprint here

00118378

ALL-PURPOSE ACKNOWLEDGMENT

State of California
County of San Joaquin } SS.

On 8-16-00 (DATE) before me, Vicki Cardoza (NOTARY),
personally appeared Michael W Atherton (SIGNER(S))

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

VICKI CARDOZA
Comm. # 1164815
NOTARY PUBLIC - CALIFORNIA
San Joaquin County
My Comm. Expires Dec. 8, 2001

WITNESS my hand and official seal.

Vicki Cardoza
NOTARY'S SIGNATURE

OPTIONAL INFORMATION

The information below is not required by law. However, it could prevent fraudulent attachment of this acknowledgment to an unauthorized document.

CAPACITY CLAIMED BY SIGNER (PRINCIPAL)

☐ INDIVIDUAL
☐ CORPORATE OFFICER

_____
TITLE(S)

☐ PARTNER(S)
☐ ATTORNEY-IN-FACT
☐ TRUSTEE(S)
☐ GUARDIAN/CONSERVATOR
☐ OTHER: _____

SIGNER IS REPRESENTING:
NAME OF PERSON(S) OR ENTITY(IES)

_____

DESCRIPTION OF ATTACHED DOCUMENT

_____
TITLE OR TYPE OF DOCUMENT

_____
NUMBER OF PAGES

_____
DATE OF DOCUMENT

_____
OTHER

RIGHT THUMBPRINT OF SIGNER

Top of thumbprint here

CITY OF MANTECA

CITY CLERK

October 6, 2000

Doris Jackson, Assistant Recorder
San Joaquin County Recorder's Office
Post Office Box 1968
Stockton, CA 95201-1968

Dear Doris:

Enclosed for recordation with your office is the Fifth Amendment to the Spreckels Park Development Agreement, along with a check for $37.00 for recording fees.

Please return a copy of the recorded document to the City Clerk's office for our permanent files. You can reach me at 825-2332 if you have any questions on this matter.

Sincerely,

Chris Moore

CHRIS MOORE
Deputy City Clerk

/cam
Enclosures

SAN JOAQUIN COUNTY

DORIS JACKSON
ASSISTANT
RECORDER
COUNTY CLERK

CATHERINE TROXELL
Senior Recorder
COUNTY CLERK

GARY W. FREEMAN
ASSESSOR-RECORDER-COUNTY CLERK

[ ] Date: 9/29/00

[ ] Re :

THE ENCLOSED IS BEING RETURNED UNRECORDED FOR REASON(S) CHECKED BELOW:

- o This document will not microfilm and cannot be recorded as submitted.
  Please replace _____ (Government Code Section §27361.7).
- o Acknowledgment o is required o signature and/or seal is omitted.
- o Needs a verification/jurat, not an acknowledgment.
- o Name in caption and/or acknowledgment does not correspond to signature.
- o This document has not been signed by _____.
- o The capacity for signing has not been indicated under signature.
- o The name of the _____ needs to appear above the signature.
- o Original or certified copy of this document is required.
- o Property not located in San Joaquin County, mail to County of _____
- X o Notary seal will not reproduce on microfilm. Please complete the enclosed penalty of perjury statement.
- o Documentary transfer tax box must be completed and signed.
- o The name and return address needs to appear in the upper left hand corner of the first page.
- o The Assessor's parcel number must appear on the deed.
- o Preliminary Change of Ownership Report must be completed, signed by the grantee and submitted with the document or an additional $20.00 fee will be required.
- o The correct fee for recording this document is _____.
- o OTHER -

an actual typed or printed legal description is required. the maps won't Replace the actual legal description, + the recording fee will increase to include the legal + Government code 27361.7

Your remittance of $ _____ by check o cash o money order o is herewith returned. If you need further information, please call (209) 468-3939, P.O. Box 1968, Stockton, CA 95201.

GARY W. FREEMAN,
ASSESSOR-RECORDER-COUNTY CLERK

BY: Catherine
DEPUTY RECORDER-COUNTY CLERK

Recorder/Co. Clerk 18 (7/00)

Petty Cash Check

CITY OF MANTECA
EXPENSE CLAIM

Payable to (Name S.J. Co. Recorder Dept. Legislature
(Address c/o City Clerk Budget Acct. 001-0909-512.13-26

Date 10/4/07	ITEMS	Amount	
	One additional page for filing fee for Fifth Amendment to Spreckels Park Development Agreement	3	00
	TOTAL $		

I, the undersigned, swear: That the above claim and items as herein set out are true and correct; that no part thereof has been heretofore paid, and that the amount herein is justly due the claimant, and that the same is presented within one year after the last item thereof has accrued.

Date 10/9/07 Claimant _____

Date _____ Approval _____

CITY OF MANTECA

CITY CLERK

September 26, 2000

Doris Jackson, Assistant Recorder
San Joaquin County Recorder's Office
Post Office Box 1968
Stockton, CA 95201-1968

Dear Doris:

Enclosed for recordation with your office is the Fifth Amendment to the Spreckels Park Development Agreement, along with a check for $34.00 for recording fees.

Please return a copy of the recorded document to the City Clerk's office for our permanent files. You can reach me at 825-2332 if you have any questions on this matter.

Sincerely,

Chris Moore

CHRIS MOORE
Deputy City Clerk

/cam
Enclosures

CITY OF MANTECA
EXPENSE CLAIM

Payable to (Name S.J. Co. Recorder Dept. 001-0909-512, 13-26
(Address c/o City Clerk Budget Acct. ~~001-0101-402.27-00~~ ?

Date 9/22/00	ITEMS	Amount	
	Recording Fees - Fifth Amendment	34	00
	to Specific Plan -		
	10 pages - 1@7. 9@3.		
	TOTAL $	34	00

I, the undersigned, swear: That the above claim and items as herein set out are true and correct; that no part thereof has been heretofore paid, and that the amount herein is justly due the claimant, and that the same is presented within one year after the last item thereof has accrued.

Date 9/22/00 Claimant _____

Date _____ Approval _____

00084521

ASSESSOR RECORDER
COUNTY CLERK
GARY W. FREEMAN

2000 JUL 27 AM 9:46

SAN JOAQUIN COUNTY

CITY SHOWN

WHEN RECORDED MAIL TO:

JOANN TILTON, CMC
CITY CLERK
CITY OF MANTECA
1001 W. CENTER STREET
MANTECA, CA 95337

FOURTH AMENDMENT TO THE SPRECKELS PARK DEVELOPMENT AGREEMENT

THIS FOURTH AMENDMENT is entered into this 2nd day of August, 2000 by and between the **CITY OF MANTECA**, a municipal corporation organized and existing under the laws of the State of California ("City") and **AKF DEVELOPMENT, LLC**, a California Limited Liability Company. This Fourth Amendment is to that Development Agreement ("Agreement") entered into the 3rd day of November, 1997, by and between the City and the Developer. City and Developer are from time to time hereinafter referred to individually as a party or collectively as the "parties."

RECITALS

A. Atherton-Kirk Development Corporation had heretofore entered into a development agreement related to the development known as Spreckels Park.

B. Atherton-Kirk Development Corporation has transferred some of its development rights under said development agreement to other companies and corporations who are purchasing individual lots within Spreckels Park and developing them.

C. Atherton-Kirk Development Corporation has transferred its ownership in Spreckels Park to AKF Development, LLC, a California Limited Liability Company.

D. The Agreement authorizes amendments from time to time in whole or in part by mutual consent of the parties. This Fourth Amendment amends the original Agreement as it pertains to the portion of the Project adjacent to Highway 99.

NOW, THEREFORE, in consideration of the promises, covenants and provisions set forth herein, the parties agree as follows:

AGREEMENT

1. The preamble, Recitals and all defined terms set forth therein as they pertain to the Project are hereby incorporated into this portion of this Fourth Amendment as if set forth herein in full.

2. This Fourth Amendment hereby amends the Agreement. However, except as this Agreement is expressly amended by this Fourth Amendment, the First Amendment, the Second Amendment, and the Third Administrative Amendment, the Agreement shall remain operative and in full force and effect.

3. The subject of this Fourth Amendment are those terms regarding the construction and use of an electronic sign, described in the attached Exhibit 2. This Amendment shall not affect the use of the LED portion of the Tower Sign by Amerivision or its successors-in-interest. This Amendment only concerns the twenty-five percent (25%) of time the Developer has reserved from Amerivision for LED displays.

4. Developer shall comply with the Agreement, as amended, and this Fourth Amendment, and all of the Conditions of Approval set forth in Exhibit D, unless otherwise provided for in this Fourth Amendment.

5. Developer shall be the first to sign this Fourth Amendment and then shall deliver this Fourth Amendment to the City Manager, who will immediately schedule this Fourth Amendment for public hearings before the Planning Commission and City Council. No later than ten (10) days after the City Council approves this Fourth Amendment, the Mayor shall sign this Fourth Amendment, and the City Clerk shall, at Developer's expense, record an executed copy of same in the Official Records of the County of San Joaquin.

IN WITNESS WHEREOF, this Fourth Amendment has been approved and executed by each party hereto as of the day and year shown on the notarial acknowledgment pages to this Agreement; the last date in time shall be the date appearing in the preamble to this Fourth Amendment.

"City"

CITY OF MANTECA

Carlon Perry, Mayor

"Developer"

AKF ASSOCIATES

Michael W. Atherton

E. Bingham Kirk

William Filios

ALL-PURPOSE ACKNOWLEDGMENT

STATE OF California
COUNTY OF San Joaquin }

On July 17, 2000 before me, Sheri L. Ginter
personally appeared Carlon Perry

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

00084521

WITNESS my hand and official seal.

Sheri L. Ginter
NOTARY PUBLIC IN AND FOR THE SAID STATE

SHERI L. GINTER
NOTARY PUBLIC - CALIFORNIA
COMMISSION # 1213398
PRINCIPAL OFFICE IN
SAN JOAQUIN COUNTY
My Comm. Exp. Mar. 15, 2003

CAPACITY CLAIMED BY SIGNER
NAME OF PERSON(S) OR ENTITY(IES)

- ☐ INDIVIDUAL(S)
- ☒ CORPORATE Mayor
  OFFICER(S)
- ☐ PARTNER(S)
- ☐ ATTORNEY-IN-FACT
- ☐ TRUSTEE(S)
- ☐ SUBSCRIBING WITNESS
- ☐ GUARDIAN/CONSERVATOR
- OTHER

SIGNER IS REPRESENTING
NAME OF PERSON(S) OR ENTITY(IES)
City of Manteca

SHERI L. GINTER
NOTARY PUBLIC - CALIFORNIA
COMMISSION # 1213398
PRINCIPAL OFFICE IN
SAN JOAQUIN COUNTY
My Comm. Exp. Mar. 15, 2003

ATTENTION NOTARY: Although the information requested below is optional, it could prevent fraudulent attachment of this certificate to unauthorized document.

THIS CERTIFICATE MUST BE ATTACHED TO THE DOCUMENT DESCRIBED AT THE RIGHT:

Title or Type of Document Amendment to Dev. Agreement
Number of Pages
Date of Document
Signer(s) Other Than Named Above

This document is only a general form which may be proper for use in simple transactions and in no way acts, or is intended to act, as a substitute for the advice of an attorney. The printer does not make any warranty, either express or implied, as to the legal validity of any provision or the suitability of these forms in any specific transaction.

Cowdery's Form No. 10210 • (New No. 10G) • ACKNOWLEDGMENT • General (Civil Code 1189(a)) (Revised 10.97; Printed 10.97)

6 06580 10210 5

Exhibit 2

This exhibit confirms the agreement between the City of Manteca and AKF Development regarding the display of public service announcements and advertising on the pylon sign (the "Tower Sign") which will be constructed parallel to Highway 99 at the Spreckels Industrial Park in the City of Manteca. AKF Development ("Developer") has entered into an agreement with the City of Manteca ("City"), granting Developer the right to construct, operate and maintain the Tower Sign. The City has asked Developer for the right to display public service announcements on the matrix board of the Tower Sign, and Developer is willing and able under the terms of its licensing agreement to grant such a right. This exhibit sets forth Developer's understandings and obligations to City pertaining to the use of said Tower Sign.

1. DIMENSIONS. Developer agrees to construct a sign with overall dimensions as outlined in the attached Exhibit 2-A. City shall be entitled to utilize advertising space within the LED portion of the sign, which shall measure no more than fourteen feet, eight inches (14' 8") in height and twenty-nine feet, four inches (29' 4") in width.

2. CITY DISPLAY RIGHTS. City shall be entitled to display public service announcements without charge to City during an aggregate of at least ten percent (10%) of the time evenly spaced between the hours of 5:00 a.m. and 12:00 midnight (approximately 6 minutes every hour) each day. City shall submit the text of the public service announcements to Developer or its designee at least five (5) days in advance of the display.

3. PUBLIC SERVICE ANNOUNCEMENTS. Public Service Announcements submitted by City for display on the matrix board of the Tower sign shall be limited to messages that service the needs of the general public and are conducive to the comfort, safety and/or convenience of the community. In no event shall public service announcements include any reference to, depiction of, or advertisement for, or content (hereinafter collectively referred to as "Content") in connection with any of the following:

(i) Illegal drugs, tobacco, alcohol, beer, or any other beverage containing alcohol;

(ii) A political message or purpose;

(iii) An obscene or immoral matter;

(iv) Advertising for financial gain;

(v) Regular meetings of local non-profit organizations; or

(vi) Regular church services.

Public Service Announcements that may be submitted by City shall include but are not limited to the following:

(1) Special events that benefit "local non-profit" organizations. "Local non-profit" shall be defined as an organization whose address as listed for its 501(c)(3) tax-exempt status contains a main address within the incorporated City limits of the City of Manteca;

(2) Special events sponsored by the City of Manteca, the Manteca Redevelopment Agency and/or any boards, commissions or committees appointed by the Mayor and the City Council;

(3) Special events sponsored by the Manteca Unified School District;

(4) Special events sponsored by local non-profit organizations, but not regular meetings for said organizations; and

(5) Emergency notices requested by the City Manager or his designee, including but not limited to, "Amber Alert" (for missing children).

4. DEVELOPER DISPLAY RIGHTS. Developer shall be entitled to display advertising for tenants located within Spreckels Park during an aggregate of at least fifteen percent (15%) of the time evenly spaced between the hours of 5:00 a.m. and 12:00 midnight (approximately 9 minutes every hour) each. Developer shall make available to City text for all scheduled advertising, both contained within the 15% allotment and the remainder. Developer shall make text available to City within one week of the scheduled advertising, and said text shall be in the form of written materials, facsimile transmissions, local website access, or other method approved by Developer. In the event the City Manager or his designee deems any advertising objectionable, City Manager or his designee shall provide written or verbal notice of such finding. Within 24 hours of receipt of notification of such finding, Developer shall immediately remove said advertising and work with the City Manager or his designee on alternate language, content and/or design. Final approval of the modified advertisement shall be within the sole discretion of the City Manager or his designee.

In no event shall Developer be permitted to display advertisements that include any reference to, depiction of, or advertisement for, or content (hereinafter collectively referred to as "Content") in connection with any of the following:

(i) Illegal drugs, tobacco, alcohol, beer, or any other beverage containing alcohol;

(ii) A political message or purpose; or

(iii)An obscene or immoral matter.

5. SIGN ILLUMINATION. Developer shall restrict the illumination of the matrix board on the Tower Sign to fifty percent (50%) of maximum capability during daytime hours (between dawn and dusk), and to thirty-five percent (35%) of maximum capability during evening hours (between dusk and dawn), unless otherwise determined by the City Manager or his designee.

6. ANNUAL FEE. In recognition of anticipated Developer staff time needed to monitor the operations of the Tower Sign, Developer shall pay City a fee of five-thousand dollars ($5,000) for the first year of operation of the Tower Sign. Said fee shall be due and payable at such time as the matrix board on the Tower Sign becomes operational. Said fee shall be due upon the annual anniversary date of the effective date of this Amendment, and shall be subject to annual adjustment, based on adjustments in the Consumer Price Index (CPI) for San Francisco-Oakland-San Jose Region, All Urban Consumers.

7. RESTRICTIONS RELATING TO TRANSFER. The parties hereby agree that the benefits of this Amendment are particular to the City, and the City shall not have the right to sublet, assign, or otherwise transfer its display rights to another party or entity. The parties also hereby agree that Developer shall abide by Section 9.01 of the original Agreement, relating to the transfer of any of its Rights as defined therein, specifically as they apply to the construction and operation of the Tower Sign.

8. INDEMNITY. Developer agrees to indemnify, defend, and hold the City, its officers, employees, agents and volunteers harmless from and against any and all liability, claims, suits, actions, damages, and causes of action arising out of personal injury, bodily injury, loss of life, or damage to property, or any violations of any federal, state, or municipal ordinance, or other cause in connection with City's use, occupancy, management or control of the matrix board on the Tower Sign or Developer's operations or activities in the Spreckels Park development, except nothing herein mentioned shall excuse the City of its own negligence, and in such case, the indemnification hold harmless provided herein shall not apply to the extent that the City's negligence is responsible for the alleged damage.

9. PERMITS AND APPROVAL. Developer has the authority under its licensing agreement to undertake the obligations set forth in this Amendment, and agrees to maintain its terms. Developer understands that this Amendment does not convey any rights to it concerning regulations and permits necessary to construction of the Tower Sign, and that permitting procedures related to construction of Tower Sign are independent of this Amendment.

"EXHIBIT 2-A"

MFR. & INSTALL (1) D/F INT. ILLUM. PYLON SIGN

TOP PORTION "SP":
MFR. & INSTALL (1) SET OF INT. ILLUM. HALO P/C LETTERS "SP" TO BE REVERSE P/C CONSTR. W/ FACES PNT'D. 485C RED. ILLUM. W/ RED NEON.

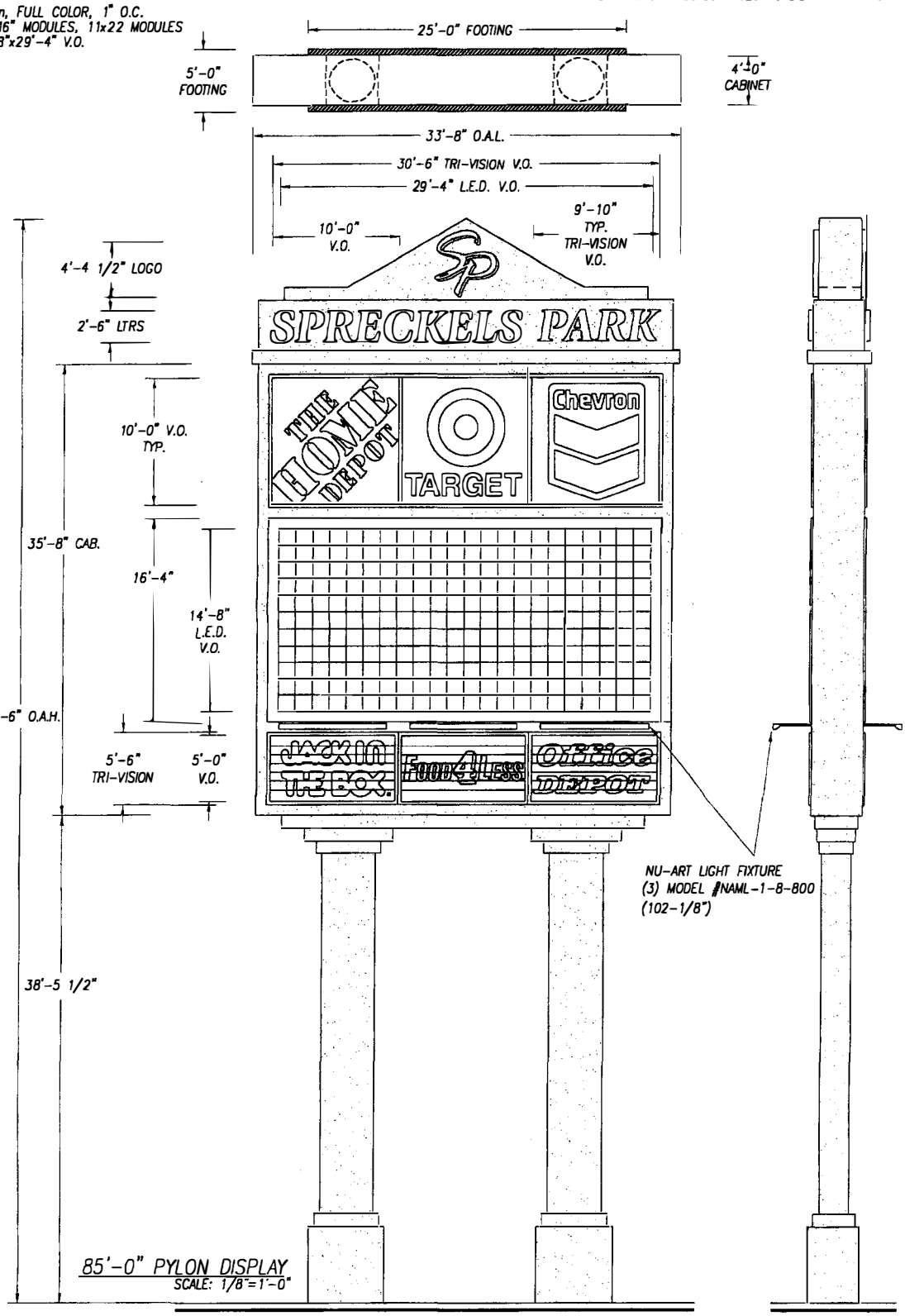
LOWER PORTION "SPRECKELS PARK":
MFR. & INSTALL (1) SET OF INT. ILLUM. OPEN P/C LETTERS USE RED D/T NEON.
RETURNS TO BE PNT'D. 485C RED.

L.E.D. BOARD:
25mm, FULL COLOR, 1" O.C.
16"x16" MODULES, 11x22 MODULES
14'-8"x29'-4" V.O.

TRI-VISIONS:
HORIZONTAL PVC LOUVERS W/ VINYL GRAPHICS APPLIED.
TRI-VISIONS TO BE EXTERNALLY ILLUM.
RETAINERS PNT'D. SW2049 WINDOWBOX BROWN.

TENANT CABINET:
FACES TO BE WHITE FLEXABLE MATERIAL W/ TENANT APPROVED 3M FILM COLORS.
RETAINERS PNT'D. SW2049 WINDOWBOX BROWN.

GENERAL:
"CAP", POLES, & COLLARS PNT'D. TWT SW2440 PALAZZO PEACH.
"SPRECKELS PARK" CABINET BKG'D. TO BE PNT'D. TWT SW2441 SHY PEACH. ALL SURFACES TO BE SAND TEXTURED.



85'-0" PYLON DISPLAY
SCALE: 1/8"=1'-0"

DRAWING NO.

adART	Note: This is an original unpublished drawing, created by Ad-Art. It is submitted for your personal use in connection with a project being planned for you by Ad-Art. It is not to be shown to anyone outside your organization, nor is it to be reproduced, photographed, copied, exhibited or used in any fashion without the express written approval of Ad-Art. ©AD-ART ELECTRONIC SIGN CORPORATION, 1998	SALES: RL DRAWN BY: W.B. CPU NO. SPP99001	REV. 1 10/11/99 REV. 2 10/13/99 REV. 3 10/27/99 REV. 4 1/12/00 W	A. FOR PRESENTATION XXXX B. FOR PRODUCTION SALESMAN APPROVAL DATE B. PRODUCTION APPROVAL DATE	CUSTOMER APPROVAL DATE CUSTOMER SPRECKELS PARK DISPLAY ADDRESS CITY MANTECA STATE CA	JOB NO. SCALE AS SHOWN DATE 6-18-98

00084521

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT No. 5907

State of California

County of San Joaquin

On June 15,2000 (DATE) before me, CHARLOTTE G. CHEEK,Notary Public (NAME, TITLE OF OFFICER - E.G., "JANE DOE, NOTARY PUBLIC"),

personally appeared Michael W. Atherton, E. Bingham Kirk & William Filios (NAME(S) OF SIGNER(S)),

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

CHARLOTTE G. CHEEK
COMM. #1177401
NOTARY PUBLIC CALIFORNIA
SAN JOAQUIN COUNTY
MY COMM. EXP. MARCH 26, 2002

WITNESS my hand and official seal.

Charlotte G. Cheek

SIGNATURE OF NOTARY

0008152 1

OPTIONAL

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

CAPACITY CLAIMED BY SIGNER

☐ INDIVIDUAL
☐ CORPORATE OFFICER

_____
TITLE(S)

☐ PARTNER(S) ☐ LIMITED ☐ GENERAL
☐ ATTORNEY-IN-FACT
☐ TRUSTEE(S)
☐ GUARDIAN/CONSERVATOR
☐ OTHER: _____

SIGNER IS REPRESENTING:
NAME OF PERSON(S) OR ENTITY(IES)

DESCRIPTION OF ATTACHED DOCUMENT

Fourth Amendment to the Spreckels Park Development Agreement
TITLE OR TYPE OF DOCUMENT

Five (5)
NUMBER OF PAGES

DATE OF DOCUMENT

City of Manteca, by:
Carlon Perry, Mayor
SIGNER(S) OTHER THAN NAMED ABOVE

©1993 NATIONAL NOTARY ASSOCIATION • 8236 Remmet Ave., P.O. Box 7184 • Canoga Park, CA 91309-7184

SPRECKELS PARK PYLON
SCALE:1/8"=1'-0"

00081521

AD|ART ELECTRONIC SIGN CORPORATION	Note: This is an original unpublished drawing, created by Ad-Art. It is submitted for your personal use in connection with a project being planned for you by Ad-Art. It is not to be shown to anyone outside your organization, nor is it to be reproduced, copied, photographed, exhibited or used in any fashion without the express written approval of Ad-Art.	JOB NAME: SPRECKELS PARK	DATE: 10/13/99 REV: CORP. ART DEPT.
		ADDRESS: MANTECA, CA	2 3 4 5
		SALESMAN: ROBERT LEAM	SALESMAN APPROVAL:
		DRAWN BY: W. BUDNIK	CUSTOMER APPROVAL:

00084521

ORDINANCE NO. 1151

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MANTECA
APPROVING THE SECOND AMENDMENT
TO THE DEVELOPMENT AGREEMENT
RELATING TO THE DEVELOPMENT KNOWN AS
SPRECKELS PARK

THE CITY COUNCIL OF THE CITY OF MANTECA DOES ORDAIN AS FOLLOWS:

Section 1. General Plan Consistency.

The City Council hereby finds that the provisions of that certain fourth amendment to the development agreement relating to the development known as Spreckels Park ("Amendment"), a copy of which is attached to this Ordinance as Exhibit 1 and incorporated herein by this reference, and which has been found by the City Planning Commission to be adequate for approval, is consistent with the City's General Plan, because this site is designated for a combination of uses, including commercial, industrial and low-density residential development, and is being used consistent with the General Plan.

Section 2. Environmental Compliance.

The Amendment has been properly reviewed and assessed by the City pursuant to the California Environmental Quality Act, California Public Resources Code Section 21000 et. seq., the CEQA Guidelines, 14 California Administration Code Section 15000 et. seq., and local regulations promulgated thereunder (collectively referred to as "CEQA"). Based on the initial study, the Amendment was determined to be categorically exempt under CEQA, the comments received thereon, and the record before the City Council, the City Council hereby finds that this Amendment is categorically exempt under CEQA and that there is no substantial evidence that the approval of the Amendment may have any significant environmental impact. The documents and other material which constitute the record on which this decision is based are located in the Department of Community Development, and are in the custody of the Community Development Director.

Section 3. Approval of Amendment to Development Agreement.

For the reasons set forth in the Amendment and pursuant to the Government Code Sections 65864 et. seq. and the City's local regulations, the City Council hereby approves the Amendment and hereby authorizes the Mayor to execute the Amendment on behalf of the City of Manteca. The City Council further directs the City Manager or his designee to file and post a Notice of Determination (pursuant to CEQA) regarding the action taken by this Ordinance with the County Clerk.

Section 4. Severability.

If any section, subsection, subdivision, paragraph, sentence, clause or phrase of this Ordinance is for any reason held to be unconstitutional or invalid, such a decision shall not affect the validity of the remaining portions of this Ordinance. The City Council hereby declares that it would have passed each section, subsection, subdivision, paragraph, sentence, clause or phrase of this Ordinance irrespective of the unconstitutionality or invalidity of any section, subsection, subdivision, paragraph, sentence, clause or phrase.

Section 5. Statute of Limitations.

No action or proceeding ("Action") by a person, public agency, or public or private corporation, partnership, association, organization or other business or non-business entity other than the parties to the Amendment or their successors (collectively referred to as "Third Party") to attack, review, interpret, set aside, void, or annul all or any part of the Amendment or the decision of the City of Manteca to approve and execute the Amendment shall be maintained, unless the Action is commenced and service made on the City of Manteca within 120 days from the City's adoption of the Amendment.

Section 6. Effective Date.

This Ordinance shall become effective thirty (30) days after adoption.

Section 7. Publication.

Within fifteen days of the adoption of this Ordinance, the City Clerk shall cause a copy of this Ordinance to be published once in the Manteca Bulletin, a newspaper of general circulation, along with a notice setting forth the date of adoption and the title of this Ordinance.

DATED:

ROLL CALL:
AYES:
NOES:
ABSTAIN:
ABSENT:
ATTEST:

JOANN TILTON, City Clerk

CARLON PERRY, Mayor

00084521

CERTIFICATE

I, JOANN TILTON, City Clerk of the City of Manteca, do hereby certify that Ordinance No. 1151 was INTRODUCED at the regular meeting of the Manteca City Council held the ____ day of _____, 2000 and was thereafter PASSED, ADOPTED AND ORDERED TO PRINT at the regular meeting of the Manteca City Council held the ____ day of _____, 2000.

JOANN TILTON
CITY CLERK

A1641

CITY OF MANTECA

CITY CLERK

July 25, 2000

Doris Jackson, Assistant Recorder
San Joaquin County Recorder's Office
Post Office Box 1968
Stockton, CA 95201-1968

Dear Doris:

Enclosed for recordation with your office is the Fourth Amendment to the Spreckels Park Development Agreement, along with a check in the amount of $40.00 for recording fees.

Please return a copy of the recorded document to the City Clerk's office for our permanent files. You can reach me at 825-2332 if you have any questions on this matter.

Sincerely,

Chris Moore

CHRIS MOORE
Deputy City Clerk

/cam

CITY OF MANTECA
FIN DEPT REVOL FUND
1001 W. CENTER ST.
MANTECA, CA 95336

2069
90-78/1211

July 25 XX 2000

PAY TO THE ORDER OF SJC Recorder's Office $ 40.00**

-CITY OF- MANTECA 40 DOLS 00 CTS Perry DOLLARS

Security features included. Details on back.

BANK of the WEST
Manteca Office
200 WEST YOSEMITE AVENUE
MANTECA, CALIFORNIA 95336
1-800-488-2265

FOR 4th Amend-Spreckles Park Devel Agreement

MP

⑈002069⑈ ⑆121100782⑆ 11100424 8⑈

© HARLAND STYLE 2

Petty Cash Check

CITY OF MANTECA
EXPENSE CLAIM

Payable to (Name S.J. Co Recorder's Office Dept. Legislative
(Address c/o City Clerk's Office Budget Acct 001-909-512.13-26

Date 7/17/00	ITEMS	Amount
	Recording Fees - Fourth Amendment to Spreckels Park Development Agmt	40 00
	12-pages - 1@$7 11@$3	
	TOTAL $	40 00

I, the undersigned, swear: That the above claim and items as herein set out are true and correct; that no part thereof has been heretofore paid, and that the amount herein is justly due the claimant, and that the same is presented within one year after the last item thereof has accrued.

Date 7/17/00 Claimant _____

Date _____ Approval _____

00025004

City of Manteca
1001 W. Center St.
Manteca, CA. 95337

RECORDER
COUNTY CLERK
JAMES M. JOHNSTONE
2000 MAR -9 AM 9:23
SAN JOAQUIN COUNTY

5

CITY SHOWN

THIRD ADMINISTRATIVE AMENDMENT TO THE SPRECKELS PARK DEVELOPMENT AGREEMENT

18-1

THIS THIRD ADMINISTRATIVE AMENDMENT is entered into this 2nd day of March, 2000 by and between the **CITY OF MANTECA**, a municipal corporation organized and existing under the laws of the State of California ("City") and **WESTERN PACIFIC HOUSING-CURRAN GROVE, LLC**, a Delaware Limited Liability Company . This Third Administrative Amendment is to that Development Agreement ("Agreement") entered into the 3rd day of November, 1997, by and between the City and the Developer. City and Developer are from time to time hereinafter referred to individually as a party or collectively as the "parties."

RECITALS

A. Atherton-Kirk Development Corporation had heretofore entered into a development agreement related to the development known as Spreckels Park.

B. Atherton-Kirk Development Corporation had previously transferred some of its development rights under said development agreement to Porter Homes.

C. Porter Homes has transferred the development rights they acquired from Atherton-Kirk Development Corporation under said development agreement to Western Pacific Housing - Curran Grove, LLC, a Delaware Limited Liability Company.

D. At the time the Agreement was being negotiated and finalized, the Developer anticipated constructing all improvements according to the schedule outlined in the Agreement and its Exhibits.

E. The Agreement contains a list of conditions, identified as Exhibit D, which include the Conditions of Approval for the First Tentative Map.

F. The Agreement anticipated development of the residential portion of the property, consistent with the terms of the City's Growth Management Program and other City Laws. The Agreement provided sewer allocations based on a fiscal year schedule.

G. The Agreement authorizes amendments from time to time in whole or in part by mutual consent of the parties. This Third Administrative Amendment amends the original Agreement as it pertains to the residential portion of the Project.

NOW, THEREFORE, in consideration of the promises, covenants and provisions set forth herein, the parties agree as follows:

AGREEMENT

1. The preamble, Recitals and all defined terms set forth therein as they pertain to the residential portion of the Project are hereby incorporated into this portion of this Third Administrative Amendment as if set forth herein in full.

2. This Third Administrative Amendment hereby amends the Agreement. However, except as this Agreement is expressly amended by this Third Administrative Amendment, the First Amendment, and the Second Amendment, the Agreement shall remain operative and in full force and effect.

3. The subject of this Third Administrative Amendment is that property described in the attached Exhibit 1.

4. Section 4.02(h)(1)(A) shall hereby be amended to read:

> Single-Family Residential:
> 59 Project Allocations for Calendar Year 1997-98 (already constructed);
> 59 Project Allocations for Calendar Year 1998-99; and
> 59 Project Allocations for Calendar Year 1999-00.

5. Section 4.02(h)(2)(B) shall hereby be amended to read:

> Transferring residential Project Allocations from one Calendar Year to the next shall be allowed, provided that no more than 88 Project Allocations (maximum) shall be used by Developer in any given Calendar Year.

6. Developer shall comply with the Agreement, this Third Administrative Amendment, and all of the Conditions of Approval set forth in Exhibit D, unless otherwise provided for in this Third Administrative Amendment.

7. Developer shall be the first to sign this Amendment and then shall deliver this Third Administrative Amendment to the City Manager for his signature. No later than ten (10) days after the City Manager signs this First Administrative Amendment, the City Clerk shall, at Developer's expense, record an executed copy of same in the Official Records of the County of San Joaquin.

IN WITNESS WHEREOF, this Third Administrative Amendment has been approved and executed by each party hereto as of the day and year shown on the notarial acknowledgment pages to this Agreement; the last date in time shall be the date appearing in the preamble to this Third Administrative Amendment.

"City"

CITY OF MANTECA

Robert F. D. Adams, City Manager

Date: March 2, 2000

Approved as to form:

Donald K. Lupul,
Assistant City Attorney

"Developer"

WESTERN PACIFIC HOUSING - CURRAN GROVE, LLC

By: LAMCO Housing Inc., a California Corporation, its Managing Member

Robert Selders, Vice President

ALL-PURPOSE ACKNOWLEDGMENT

STATE OF California
COUNTY OF San Joaquin }

On March 3, 2000 before me, Sheri L. Ginter
personally appeared Robert F.D. Adams
personally known to me (or proved on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed in the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal,

Sheri L. Ginter
NOTARY PUBLIC IN AND FOR THE SAID STATE

SHERI L. GINTER
NOTARY PUBLIC - CALIFORNIA
COMMISSION # 1212365
PRINCIPAL OFFICE IN
SAN JOAQUIN COUNTY
My Comm. Exp. Mar. 16, 2003

CAPACITY CLAIMED BY SIGNER
NAME OF PERSON(S) OR ENTITY(IES)

- ☐ INDIVIDUAL(S)
- ☑ CORPORATE _____
  OFFICER(S) _____
- ☐ PARTNER(S)
- ☐ ATTORNEY-IN-FACT
- ☐ TRUSTEE(S)
- ☐ SUBSCRIBING WITNESS
- ☐ GUARDIAN/CONSERVATOR
- OTHER _____

SIGNER IS REPRESENTING
NAME OF PERSON(S) OR ENTITY(IES)
City of Manteca

ATTENTION NOTARY: Although the information requested below is optional, it could prevent fraudulent attachment of this certificate to unauthorized document.

THIS CERTIFICATE MUST BE ATTACHED TO THE DOCUMENT DESCRIBED AT THE RIGHT:

Title or Type of Document Amendment to Development Agreement
Number of Pages 3
Date of Document March 2, 2000
Signer(s) Other Than Named Above _____

This document is only a general form which may be proper for use in simple transactions and in no way acts, or is intended to act, as a substitute for the advice of an attorney. The printer does not make any warranty, either express or implied, as to the legal validity of any provision or the suitability of these forms in any specific transaction.

Cowdery's Form No. 10210 • (New No. 10G) • ACKNOWLEDGMENT • General (Civil Code 1189(a)) (Revised 10.97; Printed 10.97)

6 06580 10210 5

00025004

STATE OF CALIFORNIA}

COUNTY OF Contra Costa}

On **February 29, 2000,** before me, the undersigned, a Notary Public in and for said State, personally appeared ROBERT SELDERS, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature Patricia E Krantz

Name: Patricia E. Krantz

PATRICIA E. KRANTZ
Commission # 1162446
Notary Public - California
Contra Costa County
My Comm. Expires Dec 19, 2001

OPTIONAL

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

Description of Attached Document

Title or Type of Document: Third Administrative Amendment to the Spreckels Park Development Agreement

Document Date: — Number of Pages 3

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____	Signer's Name: _____
☐ Individual	☐ Individual
☐ Corporate Officer	☐ Corporate Officer
Title(s): _____	Title(s): _____
☐ Partner: ☐ Limited ☐ General	☐ Partner: ☐ Limited ☐ General
☐ Attorney-in-Fact	☐ Attorney-in-Fact
☐ Trustee	☐ Trustee
☐ Guardian or Conservator	☐ Guardian or Conservator
☐ Other: _____	☐ Other: _____
Signer is Representing:	Signer is Representing:
_____	_____
_____	_____

CITY OF MANTECA

CITY CLERK

March 7, 2000

Doris Jackson, Assistant Recorder
San Joaquin County Recorder's Office
Post Office Box 1968
Stockton, CA 95201-1968

Dear Doris:

Enclosed for recordation with your office is the Third Administrative Amendment to the Spreckels Park Development Agreement, along with a check in the amount of $19.00 in recording fees.

Please return a copy of the recorded document to the City Clerk's office for our permanent files. You can reach me at 825-2332 if you have any questions on this matter.

Sincerely,

Chris Moore

CHRIS MOORE
Deputy City Clerk

/cam
Enclosure

City of Manteca
1001 W. Center St.
Mtca, CA. 95336

00023527

RECORDER
COUNTY CLERK
JAMES M. JOHNSTONE
2000 MAR -6 AM 9:51
SAN JOAQUIN COUNTY

CITY SHOWN

SECOND AMENDMENT TO THE SPRECKELS PARK DEVELOPMENT AGREEMENT

THIS SECOND AMENDMENT is entered into this 8th day of March, 2000 by and between the **CITY OF MANTECA**, a municipal corporation organized and existing under the laws of the State of California ("City") and **ATHERTON-KIRK DEVELOPMENT CORPORATION**, a California Corporation. This Second Amendment is to that Development Agreement ("Agreement") entered into the 3rd day of November, 1997, by and between the City and the Developer. City and Developer are from time to time hereinafter referred to individually as a party or collectively as the "parties."

RECITALS

A. At the time the Agreement was being negotiated and finalized, the Developer anticipated constructing all improvements according to the schedule outlined in the Agreement and its Exhibits.

B. The Agreement contains a list of conditions, identified as Exhibit D, which include the Conditions of Approval for the First Tentative Map.

C. The Agreement anticipated development of the property as a combination of business park, commercial, industrial park and residential, and that development fees for commercial and industrial development would be offset in accordance with City Laws.

D. The Agreement authorizes amendments from time to time in whole or in part by mutual consent of the parties. This Second Amendment amends both the original Agreement and the First Administrative Amendment.

NOW, THEREFORE, in consideration of the promises, covenants and provisions set forth herein, the parties agree as follows:

AGREEMENT

1. The preamble, Recitals and all defined terms set forth therein are hereby incorporated into this portion of this Second Amendment as if set forth herein in full.

2. This Second Amendment hereby amends the Agreement. However, except as this Agreement is expressly amended by this Second Amendment and the First Amendment, the Agreement shall remain operative and in full force and effect.

3. The subject of this Second Amendment is that property described in the attached Exhibit 1.

4. Section 4.02(g)(2) shall hereby be amended to read:

Fees Payable at Building Permit. Developer shall pay at building permit issuance (for each Project unit and other structure) all those City Impact Fees that were in force and effect on the Effective Date. All or any one of such Impact Fees may be adjusted by City (increased or decreased) during the Term of this Agreement, and Developer shall pay the amount of the particular Impact Fee in force and effect at the time of such building permit issuance. A list of such fees presently in force and effect is set forth in Exhibit I to this Agreement. A reduction in the fees for commercial and industrial development may be approved for this Project or any portion thereof, consistent with the City's Fee Reduction Policy in effect at the time of building permit issuance.

5. Section 4.02(g)(4) shall hereby be amended to read:

PFIP Fees. Developer shall pay that PFIP Fee set forth in the Conditions of Approval to the First Tentative Map. This entry is for notice purposes only and shall not be interpreted or argued by Developer to result in a requirement different than that set forth in said Conditions of Approval.

The Developer shall finance those public improvements that are not PFIP improvements. The City shall support the concept of financing these improvements through an assessment district, community facilities district, Mello-Roos district, or other financing mechanism. The City, as funds are available and in its sole discretion, shall fund those improvements that are PFIP improvements. In the event sufficient funds are not available, the City shall permit the Developer to fund the improvements and receive PFIP credits.

These PFIP fees shall be adjusted from time to time in accordance with the PFIP. The Developer shall be entitled to participate in the City's Fee Reduction Program in developing the commercial and industrial properties.

6. Section 8.01(a)(2), paragraph beginning "If to Developer," shall hereby be amended to read:

If to Developer, to:
Atherton-Kirk Development Corporation
4502 Georgetown Place, Suite 203
Stockton, CA 95207
Telephone: (209) 956-2624
FAX: (209) 956-2628

7. This Second Amendment shall only be effective if the Manteca Redevelopment Agency and Atherton-Kirk Development Corporation successfully enter into a Loan Agreement for approximately $5.1 million, as conceputally approved by the Agency on December 6, 1999.

8. Developer shall comply with the Agreement, the First Amendment, this Second Amendment, and all of the Conditions of Approval set forth in Exhibits D and D(a), unless otherwise provided for in the First or Second Amendment.

9. Developer shall be the first to sign this Amendment and then shall deliver this Second Amendment to the City Manager, who will immediately schedule this Second Amendment for public hearings before the Planning Commission and City Council. No later than ten (10) days after the City Council approves this Second Amendment, the Mayor shall sign this Second Amendment, and the City Clerk shall, at Developer's expense, record an executed copy of same in the Official Records of the County of San Joaquin.

IN WITNESS WHEREOF, this Second Amendment has been approved and executed by each party hereto as of the day and year shown on the notarial acknowledgment pages to this Agreement; the last date in time shall be the date appearing in the preamble to this Second Amendment.

"City"

CITY OF MANTECA

Carlon Perry, Mayor

Date: 2/27/00

"Developer"

ATHERTON-KIRK DEVELOPMENT CORPORATION

Edward B. Kirk, President

Michael W. Atherton, Vice-President

00023527

ALL-PURPOSE ACKNOWLEDGMENT

STATE OF California
COUNTY OF San Joaquin }

On February 29, 2000 before me, Sheri L. Ginter, Notary
personally appeared Carlon Perry
personally known to me (or proved on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed in the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.
Sheri L. Ginter
NOTARY PUBLIC IN AND FOR THE SAID STATE

SHERI L. GINTER
NOTARY PUBLIC - CALIFORNIA
COMMISSION # 1213300
PRINCIPAL OFFICE IN
SAN JOAQUIN COUNTY
My Comm. Exp. Mar. 15, 2003

SHERI L. GINTER
NOTARY PUBLIC - CALIFORNIA
COMMISSION # 1213300
PRINCIPAL OFFICE IN
SAN JOAQUIN COUNTY
My Comm. Exp. Mar. 15, 2003

CAPACITY CLAIMED BY SIGNER
NAME OF PERSON(S) OR ENTITY(IES)

- ☐ INDIVIDUAL(S)
- ☐ CORPORATE City of Manteca
  OFFICER(S) _____
- ☐ PARTNER(S)
- ☐ ATTORNEY-IN-FACT
- ☐ TRUSTEE(S)
- ☐ SUBSCRIBING WITNESS
- ☐ GUARDIAN/CONSERVATOR
- OTHER _____

SIGNER IS REPRESENTING
NAME OF PERSON(S) OR ENTITY(IES)
Mayor, City of Manteca

00023527

ATTENTION NOTARY: Although the information requested below is optional, it could prevent fraudulent attachment of this certificate to unauthorized document.

THIS CERTIFICATE MUST BE ATTACHED TO THE DOCUMENT DESCRIBED AT THE RIGHT:

Title or Type of Document Amendment to Development Agreement
Number of Pages 3
Date of Document 3/8/00
Signer(s) Other Than Named Above _____

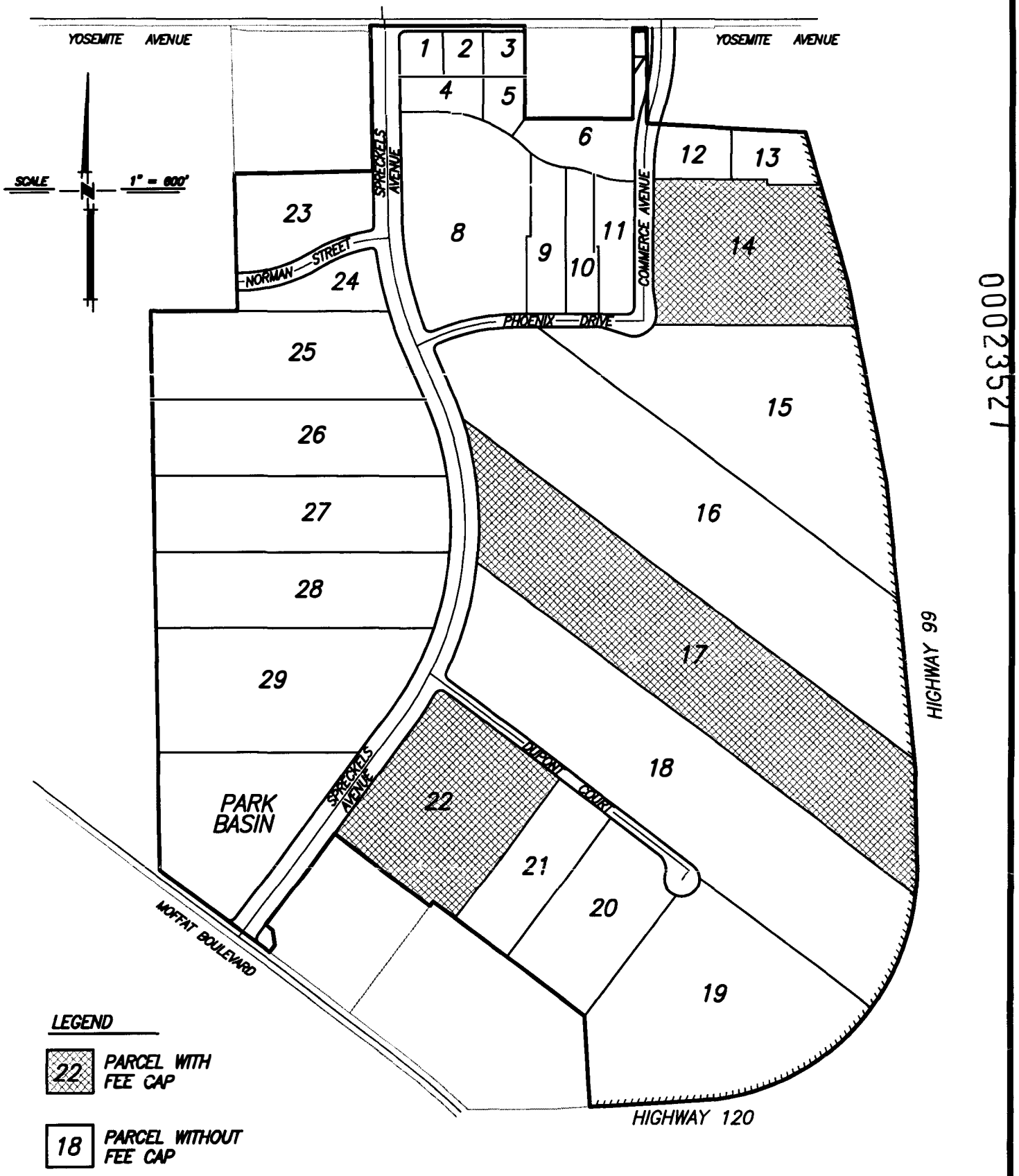
This document is only a general form which may be proper for use in simple transactions and in no way acts, or is intended to act, as a substitute for the advice of an attorney. The printer does not make any warranty, either express or implied, as to the legal validity of any provision or the suitability of these forms in any specific transaction.

Cowdery's Form No. 10210 • (New No. 10G) • ACKNOWLEDGMENT • General (Civil Code 1189(a)) (Revised 10.97; Printed 10.97)

6 06580 10210 5

EXHIBIT "1"

00023521



00023521

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MCR Engineering, Inc.
PLANNING • ENGINEERING • SURVEYING
322 Sun West Place • Manteca, California 95337
(209) 239-6229 FAX (209) 239-6630

SPRECKELS PARK
MANTECA, CALIFORNIA

BY: PH
DATE: JANUARY, 2000
SHEET: 1
FILE: 99063

00023527

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT No. 5907

State of California

County of San Joaquin

On Feb. 25, 2000 (DATE) before me, Charlotte G. Cheek, Notary Public (NAME, TITLE OF OFFICER - E.G., "JANE DOE, NOTARY PUBLIC"),

personally appeared EDWARD B. KIRK and MICHAEL W. ATHERTON (NAME(S) OF SIGNER(S)),

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

CHARLOTTE G. CHEEK
COMM. #1177401
NOTARY PUBLIC CALIFORNIA
SAN JOAQUIN COUNTY
MY COMM EXP. MARCH 26, 2002

WITNESS my hand and official seal.

Charlotte G Cheek
SIGNATURE OF NOTARY

OPTIONAL

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

CAPACITY CLAIMED BY SIGNER

[ ] INDIVIDUAL
[XX] CORPORATE OFFICER
President & Vice President
TITLE(S)

[ ] PARTNER(S) [ ] LIMITED [ ] GENERAL
[ ] ATTORNEY-IN-FACT
[ ] TRUSTEE(S)
[ ] GUARDIAN/CONSERVATOR
[ ] OTHER: _____

SIGNER IS REPRESENTING:
NAME OF PERSON(S) OR ENTITY(IES)
Atherton-Kirk Development Corporation

DESCRIPTION OF ATTACHED DOCUMENT

2nd Amendment to the Spreckels Park Development Agreement
TITLE OR TYPE OF DOCUMENT

Three (3)
NUMBER OF PAGES

March 8, 2000
DATE OF DOCUMENT

Carlon Perry, Mayor
City of Manteca
SIGNER(S) OTHER THAN NAMED ABOVE

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CITY OF MANTECA

CITY CLERK

March 2, 2000

Doris Jackson, Assistant Recorder
San Joaquin County Recorder's Office
Post Office Box 1968
Stockton, CA 95201-1968

Dear Doris:

Enclosed for recordation with your office is the Second Amendment to the Spreckels Park Development Agreement, along with a check in the amount of $22.00 in recording fees.

Please return a copy of the recorded document to the City Clerk's office for our permanent files. You can reach me at 825-2332 if you have any questions on this matter.

Sincerely,

Chris Moore

CHRIS MOORE
Deputy City Clerk

/cam
Enclosure

CITY OF MANTECA
FIN DEPT REVOL FUND
1001 W. CENTER ST.
MANTECA, CA 95336

2004
90-78/1211

March 2 XX 2000

PAY TO THE ORDER OF SJC Recorder's Office $ 22.00**

CITY OF MANTECA 22 DOLS 00 Carlon Parry DOLLARS

Security features included Details on back

BANK of the WEST

Manteca Office
200 WEST YOSEMITE AVENUE
MANTECA, CALIFORNIA 95336
1-800-488-2265

FOR 2nd Amendment/Spreckles Dev Agreement

MP

⑈002004⑈ ⑆121100782⑆ 111004248⑈

Petty Cash Check -

CITY OF ~~MANTECA~~

EXPENSE CLAIM

Payable to { Name San Joaquin Co. Recorder Dept. Legislative
Address c/o City Clerk's Office Budget Acct. 001-090-512.13-24

Date 2/29/00	ITEMS	Amount
	Recording Fees - Second Amendment to Specials Park Development Agreement	22 00
	6 pages - 1 @ $7 = 5 @ $3	
	TOTAL	22 —

I, the undersigned, swear: That the above claim and items as herein set out are true and correct; that no part thereof has been heretofore paid, and that the amount herein is justly due this claimant, and that the ~~same~~ is presented within one year after the last item thereof has accrued.

Date 2/29, ~~19~~ 2000 Claimant [signature]

Date _____, 19____ Approval _____

A1641

City Council Agenda
February 22, 2000
City Manager/Administration

Reviewed by
City Mgr's office: KFDA

Memo To: Manteca City Council

From: Karen L. McLaughlin, Deputy City Manager KLM

Date: February 16, 2000

Subject: Consider Authorizing Staff to Prepare an Amendment to the Spreckels Development Agreement, Providing for an Electronic Sign

---

Recommendation:

Consider authorizing staff to prepare an amendment to the Spreckels Park development agreement to provide for an electronic sign.

Background:

The City has received a request from the owners of Spreckels industrial park for an amendment to the development agreement to provide for an electronic sign within the industrial park, fronting Highway 99.

Spreckels officials have already received a variance from the Planning Commission for a still sign, which was required because of its size.

Spreckels officials are now requesting a different type of sign, featuring still panels, panels that flip three ways (for a total of 9 ad spaces), and an LED screen in the middle. The size of the actual structure is the same as the one approved by the Planning Commission. The sign that is now proposed conflicts with the City's sign ordinance in three ways: 1) It will include advertisements for off-premise businesses as well as on-premise; 2) It will advertise products as well as businesses. The City's sign ordinance limits signs to advertising on-premise businesses, and does not provide for advertising products – only businesses; and 3) It will in incorporate intermittent lighting. The sign is required by Caltrans to go blank for one second between the changes of images, and not include moving pictures. Because the proposed sign differs from the City's sign ordinance, the request is proposed to be handled through a development agreement.

Officials from Spreckels Park, Ad Art Electronic Sign Corporation, and Amerivision, all met with City staff to discuss the proposed sign. All agreed that some sort of agreement will be needed between the City and the developer for some controls on the sign. For example, only 25% of the advertising on the LED screen will be for Spreckels property

business and industry, with the remaining 75% open to whomever wishes to advertise. The other panels on the sign structure will be set aside for Spreckels property tenants. Of the 25% that is set aside for Spreckels advertising, a certain percentage can be required to be set aside for advertising of private, non-profit groups and events. The City will be entitled to set restrictions on who qualifies as a non-profit, the types of promotions they will be permitted to advertise, and what percentage of the 25% will be set aside for this use.

The City will also be able review the scripts that will be advertised on the center screen, and will have some latitude in making any changes that may be necessary in the event any "objectionable" ad is proposed.

It should be noted that this proposed sign, though drawing attention to the Spreckels park, will also likely include advertisements for competing businesses and products – not only from outside Spreckels park, but outside Manteca as well.

Before proceeding with this amendment and any agreement on the specifics controls on the sign, staff wanted to bring this request to Council to see if there is interest in pursuing this type of sign. Any amendment to the development agreement will require public hearings before both the Planning Commission and City Council.

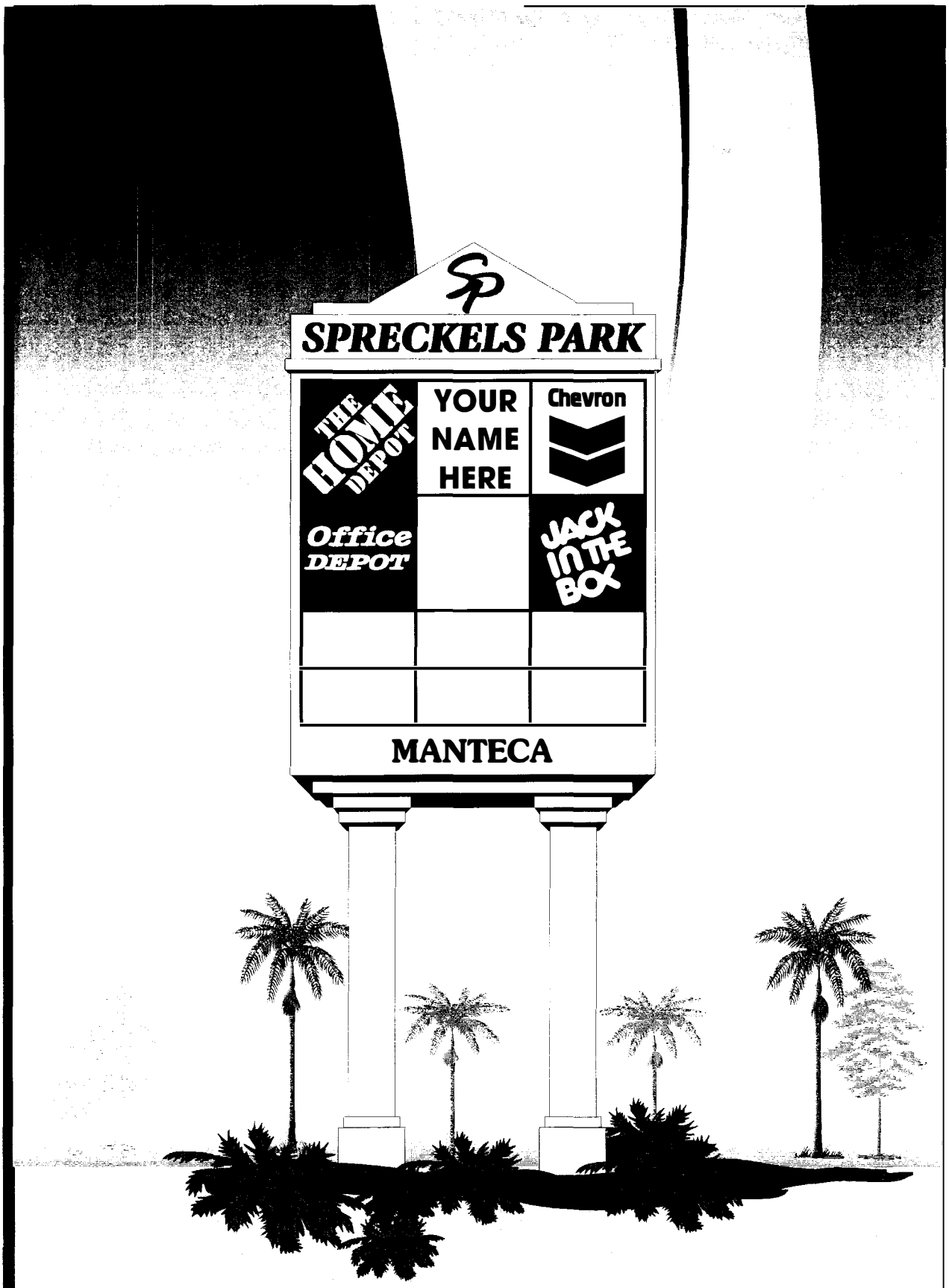
The applicant has provided illustrations showing the already-approved still sign and the newly proposed electronic sign.

KLM

SPRECKELS PARK PYLON

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

ad|art ELECTRONIC SIGN CORPORATION	Note: This is an original unpublished drawing, created by Ad-Art. It is submitted for your personal use in connection with a project being planned for you by Ad-Art. It is not to be shown to anyone outside your organization, nor is it to be reproduced, copied, photographed, exhibited or used in any fashion without the express written approval of Ad-Art.	JOB NAME: SPRECKELS PARK	DATE: 10/13/99 REV: CORP. ART DEPT.
		ADDRESS: MANTECA, CA	2 3 4 5
		SALESMAN: ROBERT LEAM	SALESMAN APPROVAL:
		DRAWN BY: W. BUDNIK	CUSTOMER APPROVAL:



SPRECKELS PARK PYLON

SCALE: 1/2"=1'-0"

ad|art
ELECTRONIC SIGN CORPORATION

Note: This is an original unpublished drawing, created by Ad-Art. It is submitted for your personal use in connection with a project being planned for you by Ad-Art. It is not to be shown to anyone outside your organization, nor is it to be reproduced, copied, photographed, exhibited or used in any fashion without the express written approval of Ad-Art.

JOB NAME:	SPRECKELS PARK
ADDRESS:	MANTECA, CA
SALESMAN:	ROBERT LEAM
DRAWN BY:	W. BUDNIK
DATE:	4/1/99
REV:	8/31/99
	CORP. ART DEPT.
SALESMAN APPROVAL:	
CUSTOMER APPROVAL:	

99148356

13

WHEN RECORDED PLEASE RETURN TO:

JOANN TILTON, CMC
CITY CLERK
CITY OF MANTECA
1001 W. CENTER STREET
MANTECA, CA 95337

RECORDER
COUNTY CLERK
JAMES M. JOHNSTONE

1999 DEC -2 AM 10: 02

SAN JOAQUIN COUNTY

FIRST AMENDMENT TO THE SPRECKELS PARK DEVELOPMENT AGREEMENT

CITY SHOWN

49-1

THIS FIRST AMENDMENT is entered into this 17th day of November, 1999 by and between the **CITY OF MANTECA**, a municipal corporation organized and existing under the laws of the State of California ("City") and **ATHERTON-KIRK DEVELOPMENT CORPORATION.**, a California Corporation. This First Amendment is to that Development Agreement ("Agreement") entered into the 3rd day of November, 1997, by and between the City and the Developer. City and Developer are from time to time hereinafter referred to individually as a party or collectively as the "parties."

RECITALS

A. At the time the Agreement was being negotiated and finalized, the Developer anticipated constructing all improvements according to the schedule outlined in the Agreement and its Exhibits.

B. The Agreement contains a list of conditions, identified as Exhibit D, which include the Conditions of Approval for the First Tentative Map.

C. The Agreement anticipated construction of specific improvements that, because of their high cost, facilitated reduced development agreement fees and an expedited sewer allocation schedule. The Agreement also contains provisions that eliminates this reduction in fees and a slower sewer allocation schedule, should these public improvements not be constructed with this project.

D. The Agreement authorizes amendments from time to time in whole or in part by mutual consent of the parties. This First Amendment amends both the original Agreement.

NOW, THEREFORE, in consideration of the promises, covenants and provisions set forth herein, the parties agree as follows:

AGREEMENT

1. The preamble, Recitals and all defined terms set forth therein are hereby incorporated into this portion of this First Amendment as if set forth herein in full.

2. This First Amendment hereby amends the Agreement. However, except as this Agreement is expressly amended by this First Amendment, the Agreement shall remain operative and in full force and effect.

3. The attached Exhibit D(a) shall be incorporated into the original Agreement. Exhibit D(a) is intended to supplement Exhibit D of the original Agreement, and to clarify conditions pertaining to

the Spreckels Park Second Tentative Map, which is also included as Exhibit D(a). All conditions included in the original Exhibit D shall continue to be in full force and effect, unless one or more of the conditions is in direct conflict with conditions in the revised Exhibit D(a). In this case, Exhibit D(a) shall be controlling.

4. Section 4.02(h)(1) of the Agreement shall be amended to correct the number of available sewer allocations for commercial development to 220 Dwelling Unit Equivalents (DUE's).

5. Developer shall comply with the Agreement, this First Amendment and all of the Conditions of Approval set forth in Exhibits D and D(a), unless otherwise provided for in Item #3 of this First Amendment.

6. Developer shall be the first to sign this Amendment and then shall deliver this First Amendment to the City Manager, who will immediately schedule this First Amendment for public hearings before the Planning Commission and City Council. No later than ten (10) days after the City Council approves this First Amendment, the Mayor shall sign this First Amendment, and the City Clerk shall, at Developer's expense, record an executed copy of same in the Official Records of the County of San Joaquin.

IN WITNESS WHEREOF, this First Amendment has been approved and executed by each party hereto as of the day and year shown on the notarial acknowledgment pages to this Agreement; the last date in time shall be the date appearing in the preamble to this First Amendment.

"City"

CITY OF MANTECA

Carlon Perry, Mayor

Date: November 17, 1999

"Developer"

ATHERTON-KIRK DEVELOPMENT CORPORATION

Edward B. Kirk, President

Michael W. Atherton, Vice-President

99148356

ALL-PURPOSE ACKNOWLEDGMENT

STATE OF California }
COUNTY OF San Joaquin }

On November 29, 1999 before me, Sheri L. Ginter

personally appeared Carlon Perry

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

WITNESS my hand and official seal,

Sheri L. Ginter
NOTARY PUBLIC IN AND FOR THE SAID STATE

SHERI L. GINTER
NOTARY PUBLIC - CALIFORNIA
COMMISSION # 1213308
PRINCIPAL OFFICE IN
SAN JOAQUIN COUNTY
My Comm. Exp. Mar. 15, 2002

CAPACITY CLAIMED BY SIGNER
NAME OF PERSON(S) OR ENTITY(IES)

- ☐ INDIVIDUAL(S)
- ☑ CORPORATE City of Manteca
  OFFICER(S) Mayor
- ☐ PARTNER(S)
- ☐ ATTORNEY-IN-FACT
- ☐ TRUSTEE(S)
- ☐ SUBSCRIBING WITNESS
- ☐ GUARDIAN/CONSERVATOR
- OTHER _____

SIGNER IS REPRESENTING
NAME OF PERSON(S) OR ENTITY(IES)

ATTENTION NOTARY: Although the information requested below is optional, it could prevent fraudulent attachment of this certificate to unauthorized document.

THIS CERTIFICATE MUST BE ATTACHED TO THE DOCUMENT DESCRIBED AT THE RIGHT:

Title or Type of Document Amendment to Agreement
Number of Pages 11
Date of Document 11/17/99
Signer(s) Other Than Named Above _____

This document is only a general form which may be proper for use in simple transactions and in no way acts, or is intended to act, as a substitute for the advice of an attorney. The printer does not make any warranty, either express or implied, as to the legal validity of any provision or the suitability of these forms in any specific transaction.

Cowdery's Form No. 10210 • (New No. 10G) • ACKNOWLEDGMENT • General (Civil Code 1189(a)) (Revised 10.97; Printed 10.97)

6 06580 10210 5

99148356

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT No. 5907

State of California

County of San Joaquin

On November 17, 1999 (DATE) before me, Charlotte G. Cheek, Notary Public (NAME, TITLE OF OFFICER - E.G., "JANE DOE, NOTARY PUBLIC"),

personally appeared E.B. KIRK and MICHAEL W. ATHERTON (NAME(S) OF SIGNER(S)),

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

CHARLOTTE G. CHEEK
COMM. #1177401
NOTARY PUBLIC CALIFORNIA
SAN JOAQUIN COUNTY
MY COMM. EXP. MARCH 26, 2002

WITNESS my hand and official seal.

Charlotte G. Cheek

SIGNATURE OF NOTARY

OPTIONAL

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

CAPACITY CLAIMED BY SIGNER

☐ INDIVIDUAL
☒ CORPORATE OFFICER(S)

President and Vice President
TITLE(S)

☐ PARTNER(S) ☐ LIMITED ☐ GENERAL
☐ ATTORNEY-IN-FACT
☐ TRUSTEE(S)
☐ GUARDIAN/CONSERVATOR
☐ OTHER: _____

SIGNER IS REPRESENTING:
NAME OF PERSON(S) OR ENTITY(IES)

DESCRIPTION OF ATTACHED DOCUMENT

First Amendment to the Spreckels Park Development Agreement
TITLE OR TYPE OF DOCUMENT

Eleven (11)
NUMBER OF PAGES

November 17, 1999
DATE OF DOCUMENT

Carlon Perry, Mayor, City of Manteca
SIGNER(S) OTHER THAN NAMED ABOVE

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EXHIBIT A
(Exhibit Da of the Spreckels Park Development Agreement)
Consolidated List of Development Review Conditions

Spreckels Park Tentative Subdivision Map No. SDJ-99-2 Tract No. 2596.

September 22, 1999
Amended by City Council October 4, 1999

1. Administrative/Miscellaneous:

(a) 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.

(b) Developer shall provide easements, requested by the respective utility companies, within the subdivision and shall show said easements on the final map.

(c) In the event the Developer files multiple final maps, Developer shall submit a preliminary phased plan to the Public Works Department for review and comment prior to the preparation of each final map.

(d) ~~In accordance with City standards (Alignment for 90 degree Street Intersection, ST-31) a knuckle may be installed only in a 50 foot or 60 foot right of way. The proposed knuckle at the intersection of Northwoods Avenue and Commerce Drive shall be revised to a 90 degree turn with a minimum 1000 foot centerline radius or a "T" intersection. As an alternate, developer shall narrow Commerce Drive and the south end of Northwoods Drive to 60' with a standard City knuckle~~. **The Developer shall narrow Commerce Drive to 60 feet and the south end of Northwoods Drive to 70 feet with a standard City knuckle**. (Amended by City Council 10-04-99.)

(e) To facilitate truck-turning movements, all intersection corners within the industrial portion of this subdivision shall have a minimum right-of-way radius of 30 feet with a curb return radius of 40 feet.

2. STREETS: (Public Works Memo dated 9-22-99)

(a) Dedicate, or obtain on behalf of the City, right-of-way along the north and south sides of Yosemite Avenue, extending from the State Highway Route 99 on-ramp to Cottage/Spreckels Avenues, to accommodate the following in accordance with the Schematic of Recommended Cumulative Mitigation Measures, Figure 7, "LOS D Mitigation" (copy attached): Two 14-foot and three 12-foot travel lanes; One continuous left turn lane; and 10-feet on the south sides of the street for curb, gutter, and sidewalk.

(b) Construct full width street improvements along Yosemite Avenue, between the State Highway Route 99 on-ramp and Cottage/Spreckels Avenues. Improvements shall

include pavement, street lights, signage, striping, and storm drainage with vertical curb, gutter, 7.5 foot wide sidewalk along the south side

Developer shall provide an additional driveway into Tradeway Auto Dealer from Northwoods Drive. The driveway shall be located at a minimum of 150 feet from Yosemite Avenue, and that "Keep Clear" pavement markings be provided in front of the driveway on Northwoods Avenue. (Amended by City Council 10-04-99.) Relocate the driveway into Tradeway auto dealer from Yosemite Avenue to Northwoods Avenue. The driveway shall be located at a sufficient distance, south of Yosemite Avenue, to prevent interference with northbound left-turn movements and to provide sufficient storage for Tradeway traffic.

(c) Obtain, on behalf of the City, right-of-way along the north side of Yosemite Avenue between Cottage/Spreckels Avenues and Mylnar Avenue to accommodate the following in accordance with the Traffic Impact Study of the Revised Tentative Map for the Spreckels Park Development, dated September 2, 1999: A right-of-way transition with a 1000-foot centerline radius; Two 14-foot and three 12-foot travel lanes with one continuous left turn lane; 10-feet on south sides of the street for curb, gutter, and sidewalk. In accordance with said study, the lanes will reduce to two 14-foot and two 12-foot travel lanes with one continuous left turn lane between Cottage/Spreckels Avenues and Mylnar Avenue.

(d) **At the intersection of Yosemite Avenue and Cottage/Spreckels Avenues, upon development of the northeast quadrant, the Developer of Spreckels Park shall restripe the northbound approach to provide a second exclusive left turn lane; modify the existing traffic signal phasing and provide timing plans for split phasing of northbound and southbound traffic movements; with the first phase of development the Developer shall reconstruct the southeast corner to convert the northbound exclusive right turn lane into a free right turn lane; relocate the traffic signal as necessary; restripe the westbound exclusive right turn land to provide a shared through and right turn lane; construct street improvement west of the intersection to provide a second westbound through lane from Cottage/Spreckels Avenues to Powers Avenue. When the traffic flow diminishes from LOS D to LOS E at the intersection of Yosemite Avenue and Cottage/Spreckels Avenues the improvement shall be made.** (Amended by City Council 10-04-99.) ~~At the Intersection of Yosemite Avenue, and Cottage/Spreckels Avenues, re-stripe the northbound approach to provide a second exclusive left-turn lane; modify the existing traffic signal phasing and provide timing plans for split phasing of northbound and southbound traffic movements. Reconstruct the southeast corner to provide a northbound exclusive right turn into a free right turn lane; Relocate the traffic signal as necessary. Acquire right of way on behalf of the City and construct a realigned northbound through lane. Re stripe the westbound exclusive right turn lane to provide a shared through and right turn lane. Construct street improvements west of the intersection to provide a second westbound through lane from Cottage/Spreckels Avenues to Powers Avenue~~.

(e) Install a new traffic signal and related intersection improvements at the intersection of Northwoods Avenue and Yosemite Avenue to provide the following: Northbound - one exclusive left-turn lane, one shared left-turn and through lane and one right-turn lane; Southbound - one exclusive left-turn lane, one shared through and right-turn lane;

Westbound - two exclusive left-turn lanes, one through lane and one shared through and right-turn lane; Eastbound - one exclusive left-turn lane, two through lanes and one exclusive right-turn lane. Provide split phasing for the northbound and southbound movements.

~~Provide and implement traffic signal interconnection and coordination plans, prepared by a licensed traffic engineer, for the effected traffic signals on Yosemite Avenue~~. **The Developer shall have a licensed traffic engineer examine the need for interconnecting and coordinating the traffic signals on Yosemite Avenue between Spreckels Avenue and State Route 99 to maximize vehicular progression, and if determined to be needed, Developer shall implement such a plan.** (Amended by City Council 10-04-99.)

(f) The following traffic indices are recommended:

Yosemite Avenue	9.0
Spreckels Avenue	9.0
Northwoods Avenue	9.0
Commerce Drive	9.0
Enterprise Court	9.0
Norman Drive	5.0

The Soils R-Value tests and report submitted to the City for the first Spreckels Subdivision Tentative Map will be used to determined the street structural within this tentative map area. Street structural design shall be in conformance with Resolution R-5633, "Street Structural Design Policy".

The report shall be amended to include an evaluation of the soil cohesion and a determination of the need for installation of aggregate base or in situ soil treatment to stabilize the native cohesionless "sugar sand" soils prior to placement of asphalt concrete paving.

(g) The Developer shall install all streetlights to City Standards enabling the street lighting system to be placed on the P.G. & E. LS-2C energy rate schedule.

(h) Install vertical curb, gutter, and 7.5 foot wide sidewalk on both sides of the following streets: Spreckels Avenue, from Norman Drive to Yosemite Avenue; Norman Drive, full length; Commerce Drive and Northwoods Avenue, from Spreckels Avenue to Yosemite Avenue, and on the east side of Spreckels Avenue from Norman Drive to commerce Drive.

(i) Provide a Class I bike route on Spreckels Avenue from Moffat Boulevard to Yosemite Avenue.

3. FENCING: (Public Works Memo dated 9-22-99)

Developer shall install fencing or walls as follows:

(a) An eight foot high masonry sound wall along those residential lots backing up to the industrial and commercial properties.

(b) A six foot high chain link fence along the right-of-way of State Highway Route 99 and 120, where none exists.

(c) Temporary stubbed streets onto undeveloped land shall have a six foot high chain link fence extending from building set back line to building set back line.

All fencing/wall heights are measured from the high side.

All masonry walls shall be reinforced, solid grout filled and constructed at the site (No prefabricated walls). The City reserves the right to approve wall design, masonry block style and color. The wall height shall step down to 42 inches high in the front building set back areas.

4. SANITARY SEWER: (Public Works Memo dated 9-22-99)

(a) A comprehensive master sewer plan for the entire industrial/commercial area from the east line of Spreckels Park Unit No. 1 and 3 easterly to State Highway 99, with supporting calculations, shall be submitted to the Public Works Department for review and approval.

(b) This project will be provided sanitary sewer service by the following two means:

(1) Through the existing 12 inch sanitary sewer main at Powers Avenue and Moffat Boulevard.

(2) Through the future "Spreckels Sanitary Sewer Lateral" which will extend from this project to the future south sewer trunk in Woodward Avenue.

The Developer shall submit calculations verifying that the capacity of the existing sanitary sewer main from Powers Avenue and Moffat Boulevard to the Union Road lift station, including the Union Road lift station, is not exceeded by flows from this project. The 24 inch sewer main in Wawona street has limited remaining capacity. All sanitary sewer flows exceeding capacity in said lines and lift station shall be directed south to the south sewer trunk in Woodward Avenue or alternate supported by capacity calculations and approved by the City Engineer and City Council.

5. WATER (Public Works Memo dated 9-22-99)

(a) Install a 16 inch water main along Northwoods Avenue and Commerce Drive. **Construction of this water main for the Commerce Drive portion is subject to PFIP credit/reimbursement**. (Amended by City Council 10-04-99.)

(b) Install a 12 inch water main in Spreckels Avenue from Yosemite Avenue to Moffat Boulevard. Construction of this water main is subject to P.F.I.P. credit/ reimbursement.

(c) Install a 12 inch water main from Northwoods Avenue along the north side of Lot #15 to the west right-of-way line of State Highway Route 99. Construction of this water main is subject to P.F.I.P. credit/reimbursement

(d) Install a 12 inch water main in Enterprise Court.

(e) Public Works has analyzed the effect of this development on the City's existing water supply system. A new potable water well will be required, in the vicinity of the northeast corner of the park/basin near Moffat Boulevard, before construction of the industrial development is completed. A water well site shall be dedicated to the City with the development of the industrial portion of this subdivision. The size of the site shall be a minimum of 60 feet by 70 feet and shall be located a minimum of 50 feet from any sewer or storm drain piping or facility.

(f) The Developer shall be responsible for drilling a test well in accordance with City Standards providing an "E" Log to verify the existence of a minimum 1500 G.P.M. water supply; and providing water quality reports indicating that all current California Department of Health Title 22 regulation levels can be met. These water quality reports (water sample test results) shall be submitted to the City of Manteca Public Work Department. If the proposed well site does not meet the capacity or quality requirements as stipulated, then the Developer shall provide alternate site(s) and re-drill and re-test as required above until a suitable site is found. Cost of said test well and water quality reports are subject to P.F.I.P. reimbursement.

(g) All water conditions are intended as an outline and alternate facilities supported by calculations and approved by the City engineer may be allowed subject to City Council approval.

(h) Any existing wells on the property that will not be approved by the City and the State Department of Health for use of any type shall be abandoned in accordance with San Joaquin County Department of Health requirements.

6. STORM DRAINAGE: (Public Works Memo dated 9-22-99)

(a) Storm drain retention basin(s), with sufficient volume to provide full retention without discharge for the entire Spreckels Subdivision, shall be constructed in accordance with the City's Storm Drain Master Plan. Storm water from the south ~~262~~ **300±** acres of this subdivision shall be directed to the South San Joaquin Irrigation District's Drain No. 7. Storm water from the north ~~100~~ **62±** acres of this subdivision shall be directed to South San Joaquin Irrigation District's Drain No. 4. The south basin **and the Parcel #15 basin** will be allowed to function as a percolation basin, subject to Storm Drain Master Plan requirements (as amended), until such time as 50% of the runoff area is developed. At that time, discharge to Drain No. 7 is required. The northern industrial/commercial basin within Parcel #15 must be constructed as a regional basin providing storage for runoff from the east side of Highway 99 served by Lateral Tc. The cost for these improvements is subject to reimbursement from the City, less the Developer's pro-rata share, and subject to approval and adoption of the City budget designating said reimbursements amounts. (Amended by City Council 10-04-99.)

(b) A preliminary storm drain plan shall be submitted to the City Engineer for approval prior to final improvement plan submittal. The plans shall be accompanied by calculations for peak flows, total runoff, pipe sizes, and retention basin volumes. Also include

evidence of groundwater depth. All design is to be in accordance with the City of Manteca Master Storm Drainage Plan.

(c) Prior to this development discharging into Drain No. 7, 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.

(d) Drainage basins shall have a maximum side slope of 8 to 1 (horizontal to vertical) and the bottom elevations shall be a minimum of two feet above the existing groundwater elevation with a maximum water depth of five feet, unless otherwise provided for in the Spreckels development agreement. The bottom of the basin shall have a one percent minimum slope to the low points of the basin. **The minimum design requirements for the basin within Parcel 15 be the same as the south basin.** (Amended by City Council 10-04-99.)

(e) No direct drainage of street run-off into Drain No. 4 or 7 shall be permitted. All subdivision storm drainage must be directed into a storm drain basin.

(f) The basin discharge facilities shall be designed as a controlled pump discharge allowing discharge only when capacity is available in the Drain No. 4 and Drain No. 7 systems. A control station shall be placed downstream, at a location to be determined by the City, which will provide telemetric control of the pump discharge. Telemetry improvements shall include installation of hardware to interface with the City's "Supervisory Control and Data Acquisition" (SCADA) system.

(g) All storm drain piping shall be located within the paved street area with the exception of Drain No. 4 east of Spreckels Avenue.

(h) Drain No. 4 shall be extended easterly, within a 30 foot wide easement granted by the property owner, through the subdivision to pick up drainage from S.S.J.I.D. Lateral "Tc" and Drain No. 4 at State Highway Route 99. Construction of these facilities shall be subject to P.F.I.P. reimbursement.

(i) All storm drain conditions as stated are intended as an outline and alternate facilities supported by calculation and approved by the City Engineer may be allowed subject to City Council approval.

(j) Prior to construction activity on projects five acres or more in size, 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
Attn: Storm Water Permit Unit
P.O. Box 1977
Sacramento, CA 95812-1977

If you have any questions call Joseph Henao, Water Quality Control Engineer, California Regional Water Quality Control Board, at (916) 255-3028.

7. S.S.J.I.D. FACILITIES: (Public Works Memo dated 9-22-99)

   (a) The Developer shall be responsible for contacting the South San Joaquin Irrigation District to determine the District's requirements regarding the District's facilities.

   (b) The present Drain No. 4 piping through the subdivision and crossing Powers Avenue shall be replaced with new reinforced concrete pipe with rubber gaskets or alternate as approved by the City Engineer. This will include installation of manholes as needed.

   (c) As a minimum, all S.S.J.I.D. irrigation and drainage facilities within the street right-of-way shall be reinforced concrete pipe with rubber gaskets.

   (d) The Developer shall repipe Lateral "Tb" through the site with new reinforced concrete pipe with rubber gaskets including vents and structures required by S.S.J.I.D., or comply with any alternate apprved by the S.S.J.I.D

8. PUBLIC FACILITIES IMPLEMENTATION PLAN: (Public Works Memo dated 9-22-99)

   (a) Developer shall pay all fees and taxes required by the Manteca Municipal Code, including those fees required by City council resolution No. R1993-227. The fees shall be paid in the amount that is in effect at the time that the fees become due pursuant to the Manteca Municipal Code. This amount may include, but is not limited to, increases in the fees due to increases in construction costs, due to changes in growth patterns of the City or due to other unanticipated costs associated with construction of the City's Public Facilities Implementation Plan improvements. Additionally, in recognition of the need for expanded public facilities to meet the demand of cumulative development, including the proposed project, the Developer agrees to comply with and participate in any additional funding mechanisms adopted for the purpose of providing adequate sewer treatment facilities, adequate water distribution facilities, and adequate sewer collection facilities to serve future development within the City. The funding mechanism shall be adopted for the purpose of allowing the City to provide adequate sewer treatment, sewer collection, and water distribution facilities and may include, but shall not be limited to, the payment of development fees, the payment of taxes, and the payment of special taxes in connection with community facilities districts. Nothing in this condition shall be interpreted as a limitation on the exercise of the City's police power or taxing power through future legislation or the imposition of development conditions.

   (b) In order to ensure that the successors-in-interest to the Developer are aware of Condition No. 14(a) above, the Developer shall record a covenant, in a form satisfactory to the City Attorney, indicating that the Developer and the successors-in-interests shall comply with Condition No. 14(a). The covenant shall provide that the covenant shall automatically terminate upon payment of all fees owed pursuant to Condition No. 14(a) and that upon termination, the covenant shall have no force or effect.

9. Fire Department: (Fire memo, 8-12-99)

   (a) Enterprise Court is listed as a 54 foot right-of-way. The Fire Department recommends this street be constructed with either a 60 foot right-of-way if parking is to be allowed –or- a 44 foot (curb to curb) right of-way with no on-street parking allowed.

   (b) "Enterprise" is a duplicate of an existing street within the South County Fire Dispatch area. Please select another street name.

   (c) The length of Enterprise Court is considerably longer than allowed by existing code. Therefore, the Fire Prevention Division recommends one of the following:

      1) Loop the street back onto Spreckels Ave.

      or-

      2) Verify the radius of the bulb at the end of the cul-de-sac is sufficient for the turning around of large tractor/trailer combinations.

   (d) Due to fire protection demands, the Fire Prevention Division recommends Enterprise Court be supplied with a minimum 10 inch water main.

   (e) Maximum fire hydrant spacing within Spreckels Park is 300 feet.

   (f) The plans do not show dedication of the Spreckels half of the alley along the East side of Powers Tract and the East side of Spreckels Park. The Fire Prevention Division recommends the city abandon the partial alley while maintaining the existing easement (for access to public utilities.

10. South San Joaquin Irrigation District: (SSJID letter, 8-18-99)

   (a) Any proposed disposal of storm water that ultimately discharge into District facilities shall conform to the District's current policy relative 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 most current approved Storm Drainage Master Plan and Storm Drainage Agreement between the District and the City.

   (b) 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. 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.

(c) 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.

(d) 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.

(e) 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 the 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 facilities to District facilities shall be approved in advance by the District.

(f) 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 acknowledgement. Easements for pipelines shall be a minimum 30 feet in width.

(g) 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.

(h) Upon completion of the project, the developer shall provide one complete set of "As-Built" drawings to the District for its future use.

(i) The following statement shall be affixed or otherwise included with the approved development plans: "SSJID has adopted time limits limiting the period of its approval should the land owner/developer fail to substantially complete the development project in a timely manner and as per approved development plans. 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 or its current development standards and requirements."

A1641

CITY OF MANTECA

CITY CLERK

November 30, 1999

Doris Jackson, Assistant Recorder
San Joaquin County Recorder's Office
Post Office Box 1968
Stockton, CA 95201-1968

Dear Doris:

Enclosed for recordation with your office is the First Amendment to the Spreckels Park Development Agreement, along with a check in the amount of $43.00 for recording fees.

Please return a copy of the recorded document to the City Clerk's office for our permanent files.

You can reach me at 825-2332 if you have any questions on this matter.

Sincerely,

Chris Moore

CHRIS MOORE
Deputy City Clerk

/cam
Enclosure

1001 W. CENTER ST. • MANTECA, CA 95337 • (209) 239-8417 • FAX (209) 825-2333

Printed on Recycled Paper

CITY OF MANTECA

PETTY CASH CHECK

EXPENSE CLAIM

Payable to { Name San Joaquin County Recorder's Office

Address c/o City Clerk's Office

Dept. Legislative

001-0909-512.13-06

Budget Acct.

Date 11/29/99	ITEMS	Amount
	Recording Fees for Spreckels Park First Amendment	43.00
	to the Development Agreement ($7/first - $3/thereafter -13 pgs.)	
	TOTAL	43.00

I, the undersigned, swear: That the above claim and items as herein set out are true and correct; that no part thereof has been heretofore paid, and that the amount herein is justly due this claimant, and that the same is presented within one year after the last item thereof has accrued.

Date _____, 19____ Claimant _____

Date _____, 19____ Approval _____

A1641

CITY OF MANTECA

ADMINISTRATION

June 4, 1998

Mr. John A. Hauck
Executive Vice President
Porter Homes
1210 Central Boulevard
Brentwood, CA 94513

Re: Notice of Transfer: Spreckels Park Development Agreement

Dear Mr. Hauck:

On June 1, 1998, the Manteca City Council unanimously consented to the transfer of property identified as Parcel No. 221-180-04 within the Spreckels Park project to Porter Homes.

This action was taken consistent with Section 9.01 of the development agreement between Atherton-Kirk Development Corporation and the City of Manteca relating to the development known as Spreckels Park.

If you have any questions regarding this action, please let me know. We look forward to working with you on this project.

Sincerely,

KAREN L. McLAUGHLIN
Assistant to the City Manager

c: City Manager
City Clerk
Mike Atherton

1001 W. CENTER ST. • MANTECA, CA 95337 • (209) 239-8400 • FAX (209) 825-2333

City Council Agenda
June 1, 1998
Consent Calendar

Reviewed by
City Mgr's office: RPP

Memo To: Manteca City Council

From: Karen L. McLaughlin, Assistant to the City Manager KLM

Date: May 26, 1998

Subject: Consent to Transfer of Residential Portion of Spreckels Property

---

Recommendation:

Consent to transfer of property identified as Parcel No. 221-180-04 to Porter Homes, consistent with the Spreckels Park development agreement.

A-16A1

Background:

On November 3, 1997, the City Council approved a development agreement with Atherton-Kirk Development Corporation for the Spreckels Park property.

Section 9.01 of that agreement requires the Developer to give at least 30 days' notice of its intention to transfer any portion of the project. On April 16, 1998, Atherton-Kirk sent a notice of transfer for the 36.41-acre residential portion of the property to Porter Homes of Brentwood. The residential portion of the project is comprised of 177 single-family homes and a 4.4-acre storm drain basin/ parksite.

The City Attorney's Office has reviewed this matter and indicates that any consent to transfer must be approved by the City Council.

KLM

ATHERTON KIRK

RECEIVED
APR 20 1998
CITY MANAGER'S OFFICE

April 16, 1998

Mr. Robert Adams, City Manager
City of Manteca
1001 W. Center Street
Manteca, CA 95337

Subject: Notice of Transfer: Spreckels Park Development Agreement

Dear Bob :

Atherton Kirk has opened an escrow to sell the residential portion of the Spreckels Park project as shown on the attached diagram as Lot 1 (36.41 acres), to Porter Homes of Brentwood, California. Escrow is scheduled to close as soon as the Final Map and Improvement Plans are complete and approved by the City of Manteca (approximately June 15, 1998±). Pertinent Buyer information follows:

Porter Homes
Attn: Mr. John A. Hauck, Executive Vice President
1210 Central Boulevard
Brentwood, CA 94513

Per the requirements of Section 9.01 Transfer; Notice: Release of the Spreckels Park Development Agreement, we hereby give notice of our intent to transfer said property and rights under the agreement to Porter Homes. We request the City's written approval of the transfer. Please call with any questions you may have.

Sincerely,

ATHERTON KIRK DEVELOPMENT

Michael W. Atherton
Vice President

cc: McFall Burnett & Brinton
165 St. Dominic Drive, #202
Manteca, CA 95337

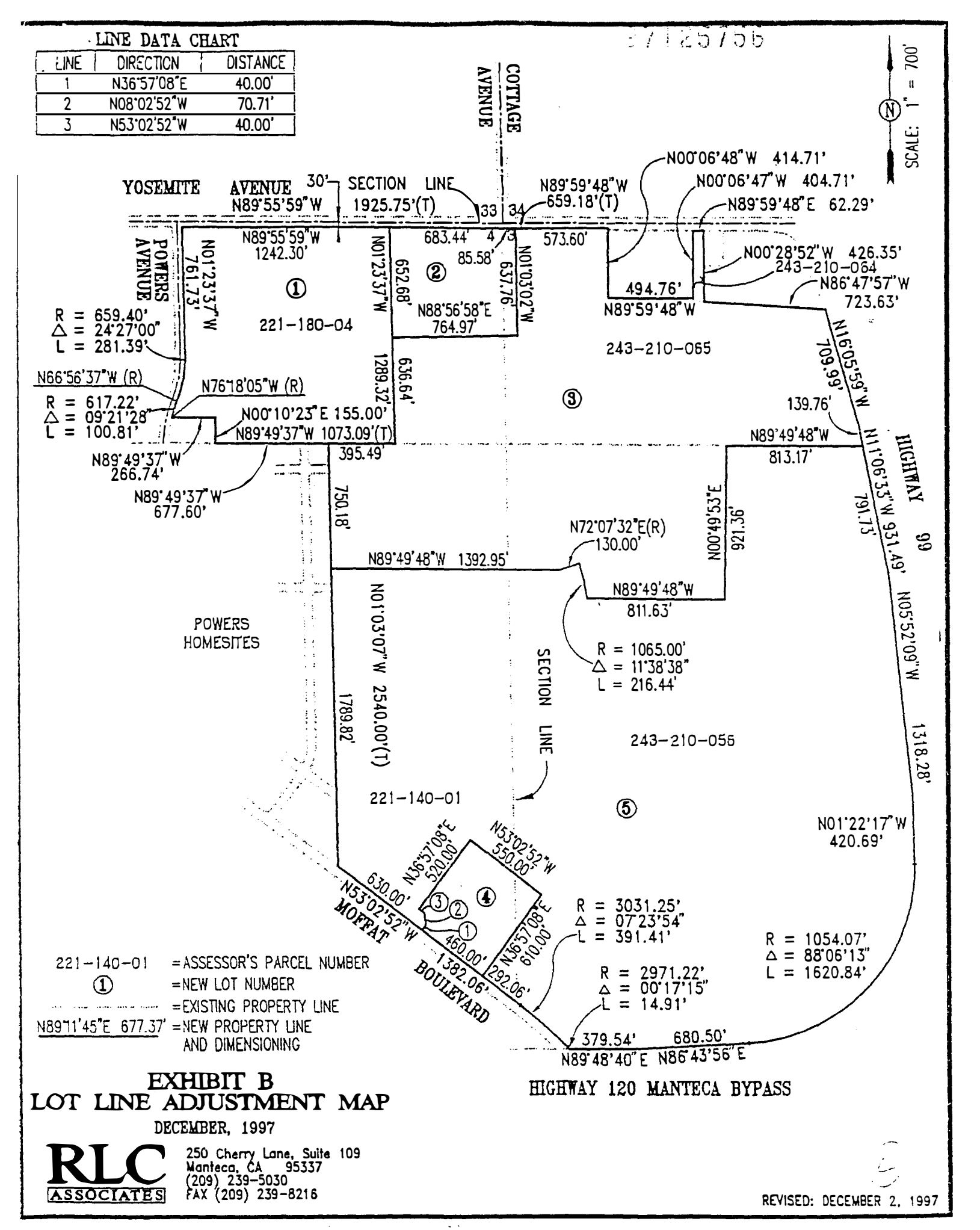


EXHIBIT B
LOT LINE ADJUSTMENT MAP

DECEMBER, 1997

RLC ASSOCIATES
250 Cherry Lane, Suite 109
Manteca, CA 95337
(209) 239-5030
FAX (209) 239-8216

REVISED: DECEMBER 2, 1997

SPRECKELS PARK DEVELOPMENT AGREEMENT

Telephone: (209) 239-8455
FAX: (209) 825-2333

With a courtesy copy to:
McFALL, BURNETT & BRINTON
Attorneys at Law
165 St. Dominic Drive, Suite #202
Manteca, CA 95337
Telephone: (209) 823-1112
FAX: (209) 823-7651

If to Developer, to:
Atherton-Kirk
Development Corporation
2800 W. March Lane, #430
Stockton, CA 95219
Telephone: (209)956-2624
FAX: (209)956-2628

Any party hereto may at any time, by giving Notice to the other party pursuant to Section 8.01 of this Agreement, designate any other address in substitution of the address to which such Notice shall be given. Thereafter, all Notices relating to this Agreement shall be addressed and transmitted to such new address. Failure to send a courtesy copy of Notices to McFALL, BURNETT & BRINTON shall not be acted on by either party as a failure of notice, or as an Alleged Default or Default under this Agreement.

ARTICLE 9. TRANSFER TO SUCCESSOR INTERESTS; NOTICE OF COMPLIANCE/NON-COMPLIANCE.

Section 9.01. Transfer; Notice; Release. Developer shall give at least thirty (30) days' prior written Notice--in the means and manner set forth in Article 8 of this Agreement--of its intention to transfer ("Transfer") to a Successor Interest ("Transferee") any portion of the Project Site and/or Rights under this Agreement (collectively, "Transferred Property"). The portion of the Project Site and/or Rights not transferred to a Successor Interest shall be referred to in this Agreement as the "Remaining Property". If all or any portion of the Transferred Property is Transferred by Developer to a Transferee, such Transferee shall automatically share all Rights of Developer--past, present and future Rights--relating to the

Transferred Property. However, unless City expressly (in writing) consents to the Transfer and releases (in writing) Developer from Developer's Rights in the Transferred property, a Transfer to a Transferee of such Transferred property shall not release Developer from any Rights relating to such Transferred Property (or the Project as a whole). Upon such a written City consent to the Transfer and a release by City, which consent and release shall not be unreasonably withheld, Developer shall be released from all Rights relating to such Transferred Property; however, such a City consent and release relating to a Transfer of Transferred Property shall not release Developer from its Rights relating to the Remaining Property or the Project as a whole. Upon such a written release by City, which release shall not be unreasonably withheld, Developer shall be released from all Rights relating to such Transferred Property and Transferee shall thereafter be the sole party to whom Rights are held and owed regarding the Transferred Property; however, such a City release shall not release Developer from its Rights relating to the Remaining Property.

Section 9.02. Notice of Compliance.

(a) Request. Within forty-five (45) days following any written request--made in the mean and manner required by Article 8 of this Agreement--which either party may make from time to time, the other party to this Agreement shall execute and deliver to the requesting party a Notice certifying:

(1) Whether this Agreement is unmodified and in full force and effect, or if there have been modifications hereto, whether this Agreement is in full force and effect as modified and stating the date and nature of such modification;

(2) Whether there are any current uncured Alleged Defaults or Defaults under this Agreement or specifying the dates and nature of any such Alleged Default or Default; and

(3) Any other reasonably information requested.

(b) Determination. In response, the answering party shall determine whether or not the requesting party is in Compliance with this Agreement and shall issue--pursuant to Article 8 of this Agreement--a "Notice of Compliance" or a "Notice of Non-Compliance," as appropriate.

CITY OF MANTECA

CITY CLERK

December 30, 1997

Doris Jackson, Assistant Recorder
San Joaquin County Recorders Office
Post Office Box 1968
Stockton, CA 95201-1968

Dear Ms. Jackson:

Enclosed for recordation with your office is the Spreckels Park Development Agreement, along with a check for $328.00 to cover the recording fees.

Please return a copy for our files after this document is recorded.

Sincerely,

Chris Moore

CHRIS MOORE
Deputy City Clerk

/cam
Enclosures

9417 • FAX (209) 825-2333

ORDINANCE NO. 1128

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MANTECA APPROVING THE SECOND AMENDMENT TO THE DEVELOPMENT AGREEMENT RELATING TO THE DEVELOPMENT KNOWN AS SPRECKELS PARK

THE CITY COUNCIL OF THE CITY OF MANTECA DOES ORDAIN AS FOLLOWS:

Section 1. General Plan Consistency.

The City Council hereby finds that the provisions of that certain second amendment to the development agreement relating to the development known as Spreckels Park ("Amendment"), a copy of which is attached to this Ordinance as Exhibit 1 and incorporated herein by this reference, and which has been found by the City Planning Commission to be adequate for approval, is consistent with the City's General Plan, because the entire site is designated for a mix of industrial, commercial and residential purposes, and is being used consistent with the General Plan.

Section 2. Environmental Compliance.

The Amendment has been properly reviewed and assessed by the City pursuant to the California Environmental Quality Act, California Public Resources Code Section 21000 et. seq., the CEQA Guidelines, 14 California Administration Code Section 15000 et. seq., and local regulations promulgated thereunder (collectively referred to as "CEQA"). Based on the initial study, the project has been deemed to be exempt from further enviromental review.

Section 3. Approval of Amendment to Development Agreement.

For the reasons set forth in the Amendment and pursuant to the Government Code Sections 65864 et. seq. and the City's local regulations, the City Council hereby approves the Second Amendment and hereby authorizes the Mayor to execute the Second Amendment on behalf of the City of Manteca. The City Council further directs the City Manager or his designee to file and post a Notice of Determination (pursuant to CEQA) regarding the action taken by this Ordinance with the County Clerk.

Section 4. Severability.

If any section, subsection, subdivision, paragraph, sentence, clause or phrase of this Ordinance is for any reason held to be unconstitutional or invalid, such a decision shall not affect the validity of the remaining portions of this Ordinance. The City Council hereby declares that it would have passed each section, subsection, subdivision, paragraph, sentence, clause or phrase of this Ordinance irrespective of the unconstitutionality or invalidity of any section, subsection, subdivision, paragraph, sentence, clause or phrase.

Section 5. Statute of Limitations.

No action or proceeding ("Action") by a person, public agency, or public or private corporation, partnership, association, organization or other business or non-business entity other than the parties to the Second Amendment or their successors (collectively referred to as "Third Party") to attack, review, interpret, set aside, void, or annul all or any part of the Second Amendment or the decision of the City of Manteca to approve and execute the Second Amendment shall be maintained, unless the Action is commenced and service made on the City of Manteca within 120 days from the City's adoption of the Second Amendment.

Section 6. Effective Date.

This Ordinance shall become effective thirty (30) days after adoption.

Section 7. Publication.

Within fifteen days of the adoption of this Ordinance, the City Clerk shall cause a copy of this Ordinance to be published once in the Manteca Bulletin, a newspaper of general circulation, along with a notice setting forth the date of adoption and the title of this Ordinance.

DATED: February 7, 2000

ROLL CALL:
AYES: Councilmembers Giordano, Harris, Macedo, Weatherford and Perry
NOES: None
ABSTAIN: None
ABSENT: None
ATTEST:

JOANN TILTON, City Clerk

CARLON PERRY, Mayor

CERTIFICATE

I, JOANN TILTON, City Clerk of the City of Manteca, do hereby certify that Ordinance No. 1128 was INTRODUCED at the regular meeting of the Manteca City Council held the 18th day of January, 2000, and was thereafter PASSED, ADOPTED AND ORDERED TO PRINT at the regular meeting of the Manteca City Council held the 7th day of February, 2000.

JOANN TILTON
CITY CLERK

8. Developer shall comply with the Agreement, the First Amendment, this Second Amendment, and all of the Conditions of Approval set forth in Exhibits D and D(a), unless otherwise provided for in the First or Second Amendment.

9. Developer shall be the first to sign this Amendment and then shall deliver this Second Amendment to the City Manager, who will immediately schedule this Second Amendment for public hearings before the Planning Commission and City Council. No later than ten (10) days after the City Council approves this Second Amendment, the Mayor shall sign this Second Amendment, and the City Clerk shall, at Developer's expense, record an executed copy of same in the Official Records of the County of San Joaquin.

IN WITNESS WHEREOF, this Second Amendment has been approved and executed by each party hereto as of the day and year shown on the notarial acknowledgment pages to this Agreement; the last date in time shall be the date appearing in the preamble to this Second Amendment.

"City"

CITY OF MANTECA

Carlon Perry, Mayor

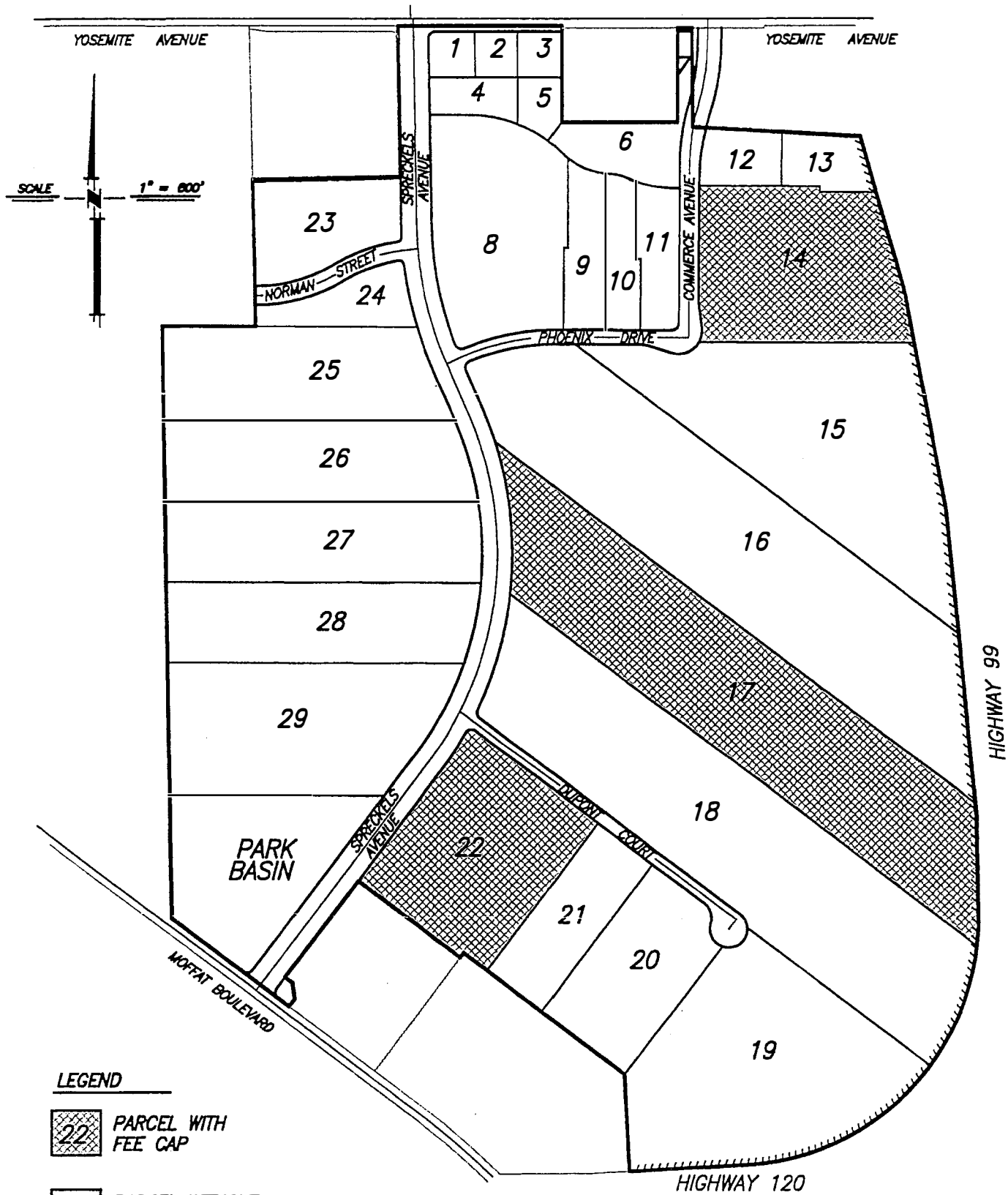
Date: 2/27/00

"Developer"

ATHERTON-KIRK DEVELOPMENT CORPORATION

Edward B. Kirk, President

Michael W. Atherton, Vice-President



J:\1999\99063\PM\EXHIBIT3.DWG

MCR Engineering, Inc.
PLANNING • ENGINEERING • SURVEYING
322 Sun West Place • Manteca, California 95337
(209) 239-6229 FAX (209) 239-6839

SPRECKELS PARK

MANTECA, CALIFORNIA

BY:	PH
DATE:	JANUARY, 2000
SHEET:	1
FILE:	99063

98000136

108

RECORDER
COUNTY CLERK
JAMES M. JOHNSTONE

98 JAN -2 AM 8:56

SAN JOAQUIN COUNTY
CITY SHOWN

FEE

3271

UPON RECORDING PLEASE RETURN TO:

CITY CLERK
CITY OF MANTECA
1001 W. Center Street
Manteca, CA 95337

DEVELOPMENT AGREEMENT

BY AND BETWEEN

THE CITY OF MANTECA

AND

ATHERTON-KIRK DEVELOPMENT CORPORATION

RELATING TO THE DEVELOPMENT KNOWN AS

SPRECKELS PARK

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DEVELOPMENT AGREEMENT

BY AND BETWEEN THE CITY OF MANTECA

AND

ATHERTON-KIRK DEVELOPMENT CORPORATION

RELATING TO THE DEVELOPMENT KNOWN AS

SPRECKELS PARK

PREAMBLE

THIS DEVELOPMENT AGREEMENT (this "Agreement") is entered into this November 3, 1997, by and between the CITY OF MANTECA, a municipal corporation organized and existing under the laws of the State of California ("City"), and ATHERTON-KIRK DEVELOPMENT CORPORATION, a California corporation (hereinafter referred to as "Developer"), pursuant to the authority of Section 65864 et seq. of the California Government Code. Developer and City are, from time to time, hereinafter referred to individually as a "party" and collectively as the "parties".

RECITALS

A. To strengthen the public planning process, encourage private participation in comprehensive planning and reduce the economic costs of development, the Legislature of the State of California adopted Section 65864 et seq. of the Government Code (the "Development Agreement Statute"), which authorizes City to enter into a development agreement with any person or entity having a legal or equitable interest in real property providing for the development of such property and establishing certain development rights therein.

B. Pursuant to the Development Agreement Statute, City has adopted rules and regulations establishing procedures and requirements for consideration of development agreements. This Agreement has been processed, considered, approved and executed in accordance with those City Laws.

C. The subject of this Agreement is the development of those certain parcels of land,

consisting of approximately 362 acres as diagramed in Exhibit A and more particularly described in Exhibit B (the "Project Site").

D. It is the intent of the parties that the Project Site be developed as a combination of business park, commercial, industrial park and residential with all related on-site and off-site infrastructure improvements and services (collectively, the "Project"), as more particularly described in this Agreement and its exhibits (including without limitation the First Tentative Map and Conditions of Approval attached hereto as Exhibit D). Any reference in this Agreement to the Project or the development of the Project shall also mean and include the Project Site and its development.

E. Developer has applied for and City or another public agency has approved or will approve, consistent with this Agreement various land use approvals, entitlements, and allocations relating to the development of the Project. These actions are collectively referred to in this Agreement as the "Approvals", and include the following:

(1) CEQA Compliance. The Project and its Approvals, Subsequent Approvals and this Agreement have all been properly reviewed and assessed by City pursuant to the California Environmental Quality Act, the CEQA Guidelines, and City Laws enacted pursuant thereto (collectively "CEQA").

(2) General Plan. To be amended at the same time as Development Agreement; Tentative Map; etc. are considered for the purpose of obtaining consistency with this Agreement.

(3) Zoning. To be rezoned at same time as Development Agreement; Tentative Map, etc. are considered (as outlined in the attached Exhibit "C").

(4) First Tentative Map. The Project at build-out shall include a maximum of 177 single-family residential units, 71.1 acres of business park, 58.8 acres of commercial, 180.8 acres of industrial park, 15.0 acres of non-residential street dedication, 0.33 acres dedicated for public use and such other facilities and amenities to the extent shown on the approved tentative map. On October 20,1997, City considered and approved Tentative Map SDJ-96-2, the project's first tentative subdivision map (the "First Tentative Map"), with Conditions of Approval, both of which are attached to this Agreement as Exhibit D and

General Plan Amendment #GPA-96-4 Exhibit E attached, and Rezone #REZ-96-3 Exhibit F attached, and Planned Unit Development #PCD-96-2 Exhibit G attached.

(5) Growth Management Approval. On August 26, 1997, the Project received conceptual approval under City's Community Growth Management Program for 177 "Project Allocations." Section 4.02(g) of this Agreement further addresses this topic.

(6) Conditions of Approval. Certain Approvals (for example, the First Tentative Map) were granted by City or another public agency subject to specific "Conditions of Approval", which, for the purposes of this Agreement shall also be considered included in any reference in this Agreement to the Approvals.

F. Developer may make application for other land use approvals, actions, agreement, permits or other entitlements necessary or desirable to the development of the Project ("Subsequent Approvals"), including without limitation, site plan approvals, use and grading permits, Subsequent Maps (including Vesting Maps), lot line adjustments, sewer and water connections, design review, building permits, and certificates of occupancy. All conditions of approval to such Subsequent Approvals shall also be considered included in any reference in this Agreement to the Subsequent Approvals.

G. On October 14, 1997, the Planning Commission, following a duly noticed and conducted public hearing, recommended that the City Council approve this Agreement. On October 20, 1997, the City Council, following a duly noticed and conducted public hearing, introduced City Ordinance No.1073, relating to the approval of this Agreement. On Nov. 3, 1997, the City Council adopted Ordinance No. 1073 thereby approving this Agreement and authorizing the Mayor to execute this Agreement on behalf of City. Ordinance No. 1073 is attached to this Agreement as Exhibit H.

H. Development of the Project in accordance with the Approvals, Subsequent Approvals and this Agreement will provide for orderly growth consistent with the goals, policies, and other provisions of the City's General Plan and applicable specific plans.

I. For the reasons recited herein, City and Developer have determined that the Project is the type of development for which this Agreement is appropriate. This Agreement will: eliminate uncertainty in planning and provide for the orderly development of the Project;

mitigate significant environmental impacts; provide a balanced stock of housing for a range of City's residents; and otherwise achieve the goals and purposes for which the Development Agreement Statute was enacted.

NOW, THEREFORE, in consideration of the promises, covenants, and provisions set forth herein, the parties agree as follows:

AGREEMENT

ARTICLE 1. GENERAL PROVISIONS.

Section 1.01. Incorporation. The preamble, the Recitals, and all defined terms set forth in both, are hereby incorporated into this Agreement as if set forth herein in full.

Section 1.02. Covenants. The provisions of this Agreement shall constitute covenants or servitudes which shall run with the land comprising the Project Site and the burdens and benefits hereof shall bind an inure to the benefit of all Successor Interests.

Section 1.03. Agreement Costs. City has incurred and will incur fees, costs and other charges relating to the drafting, negotiation and final documentation of this Agreement. City is to be reimbursed by Developer for some such fees, costs and other charges, while other such fees, costs and other charges are City's responsibility alone. The fees, costs and other charges incurred and to be incurred by City relating to this Agreement that Developer shall reimburse City for shall include all the fees, costs and other charges relating to City's retention of special legal counsel to assist City in the drafting, negotiation and final documentation of this Agreement and all fees, costs and other charges related to the publication and recordation of this Agreement (all such fees, costs, and other charges are hereinafter collectively referred to as "Agreement Costs"). The fees, costs and other charges incurred or to be incurred by City relating to this Agreement that are not to be reimbursed by Developer include negotiation and final documentation of this Agreement. City acknowledges that Developer has deposited funds with City toward the Agreement Costs owed by Developer, and that such deposit funds shall be used exclusively for that purpose. Developer authorizes City to expend said funds as required to pay Agreement Costs. If the deposited amount is insufficient to pay all Agreement Costs, then Developer shall pay to City upon its demand and prior to final reading of Ordinance No. 1073 approving this Agreement said deficiency. As set forth in Section 1.04 of

this Agreement, such payment shall be a condition of the Operative Date of this Agreement.

Section 1.04. Effective Date; Operative Date.

(a) Effective Date. This Agreement shall become effective upon the thirtieth (30th) day following the adoption (final reading) by the City Council of Ordinance No. 1073 approving this Agreement or the date upon which this Agreement is executed by Developer and by City, whichever is later ("Effective Date"). The Effective Date shall also be the date appearing in the preamble to this Agreement. Developer shall sign and execute this Agreement prior to City. Said Developer signature and execution shall take place no later than three (3) business days from said final reading of Ordinance No. 1073. On the condition that this Agreement has been so signed and executed by Developer, City shall execute this Agreement no later than five (5) business days from said final reading of Ordinance No. 1073.

(b) Operative Date. As set forth in Section 1.03 of this Agreement, Developer shall pay to City the Agreement Costs. The satisfaction of these Agreement Costs obligations are critical to the City's approval of this Agreement.

Therefore, although this Agreement shall take effect as of the Effective Date described in subdivision (a) of this Section 1.04, this Agreement shall not become operative until Developer has paid to City the Agreement Costs in full.

Section 1.05. Term. The "Term" of this Agreement shall commence upon the Effective Date and shall continue until whichever of the following occurs first: (a) one year following the "Project Buildout," as that phrase is defined in this Agreement; or (b) the twentieth anniversary of the Effective Date. Expiration of the Term of this Agreement shall render this Agreement Void.

ARTICLE 2. DEFINITIONS.

Unless the context requires a different meaning, any term or phrase used in this Agreement which has its first letter capitalized shall have that meaning given to it by this Agreement; certain such terms and phrases are referenced below, others are defined where they appear in the text of this Agreement or its Exhibits.

"Administrative Amendment" shall have that meaning set forth in Section 5.02 of this Agreement.

"Agreement" shall mean this Development Agreement and all of its Exhibits.

"Agreement Costs" shall have that meaning set forth in Section 1.03 of this Agreement.

"Alleged Default" shall have that meaning set forth in Section 6.01 of this Agreement.

"Annual Review" shall have that meaning set forth in Section 6.02 of this Agreement.

"Applicable Law" shall have that meaning set forth in Section 4.02 of this Agreement.

"Application" shall mean an application--pursuant to City's forms, requirements and procedures in place when an Application is submitted to City--for a Subsequent Approval, and shall also mean and include all applicable Processing Fees.

"Approvals" shall have that meaning set forth in Recital paragraph E of this Agreement.

"Bad Faith Breach" shall mean an intentional failure to perform an obligation of this Agreement where the failure to perform the obligation is objectively and inherently unreasonable.

"CEQA" shall have that meaning set forth in Recital paragraph E(1) of this Agreement.

"CEQA Guidelines" shall mean the regulations set forth in 14 California Administrative Code 15000 et seq.

"Challenge" shall have that meaning set forth in Section 6.04 of this Agreement.

"Changes in the Law" shall have that meaning set forth in Section 4.03(d) of this Agreement.

"City" shall mean the City of Manteca, and shall include its City Council, Planning Commission, agencies, departments, employees, consultants, authorized agents, authorized consultants, and authorized volunteers.

"City Council" shall mean the City Council of the City of Manteca, or its designee.

"City Law" shall mean all City laws, ordinances, resolutions, rules, regulations, policies, motions, directives, mitigation measures, conditions, standards, specifications, dedications, fees, taxes, assessments, liens, other exactions and impositions, or any other action, whether enacted or adopted by City, or its electorate through the initiative or referendum process.

"City Manager" shall mean the City Manager of the City of Manteca or his or her designee.

"City General Plan" or "General Plan" shall mean the General Plan of the City of Manteca.

"Community Growth Management Program" shall have that meaning set forth in Section 4.02(h) of this Agreement.

"Conditions of Approval" shall have that meaning set forth in Recital paragraphs E(7) including those Conditions of Approval for the First Tentative Map included in Exhibit D to this Agreement.

"Curing Party" shall have that meaning set forth in Section 6.01 of this Agreement.

"Cure Period" shall have that meaning set forth in Section 6.01 of this Agreement.

"Default" shall have that meaning set forth in Section 6.01 of this Agreement.

"Default Notice" shall have that meaning set forth in Section 6.01 of this Agreement.

"Developer" shall have that meaning set forth in the preamble, and shall further mean and include Developer's Successor Interests.

"Development Agreement Statute" shall mean Government Code Section 65864 through 65869.5.

"Director" shall mean the Community Development Director of the City of Manteca, or his or her designee.

"Due Process Exemption" shall have that meaning set forth in Section 5.01(a) of this Agreement.

"Effective Date" shall have that meaning set forth in Section 1.04(a) of this Agreement.

"First Tentative Map" shall have that meaning set forth in Recital paragraph E(4) of this Agreement.

"Fiscal Year" shall mean that 12-month period between July 1 of that year referenced in this Agreement and June 30 of the next consecutive year.

"Impact Fees" shall have that meaning set forth in Section 4.02(g) of this Agreement.

"Laws" or "Law" shall mean and include all applicable federal, state (California),

regional, district or other public agency adopted constitutions, statutes, regulations and controlling case law.

"Legal Action" shall mean and include (i) any administrative action or proceeding or appeal thereof, (ii) any action or proceeding in law or equity, or appeal thereof, or (iii) any other action or proceeding to enforce a Legal Right not encompassed by the preceding (i) or (ii).

"Legal Rights" shall mean and include (i) all Rights given under this Agreement, (ii) all administrative rights and remedies, (iii) all rights to exhaust administrative remedies and to protest regarding any legislative or adjudicatory act, and (iv) all rights to bring a Legal Action and all other rights and remedies in law and equity, including without limitation, action to cure, correct, or remedy any default, enforce any covenant or agreement herein, enjoin any threatened or attempted violation thereof, to recover damages for any default; enforce by specific performance the obligations and rights of the parties hereto, or to obtain any remedies consistent with the purpose of this Agreement.

"New City Law" shall mean any City Law which becomes operative or effective after the Effective Date which is not part of the Applicable Law.

"Notice" shall have that meaning set forth in Article 8 of this Agreement.

"Notice of Compliance" shall have that meaning set forth in Section 9.02 of this Agreement.

"Notice of Intent to Terminate" shall have that meaning set forth in Section 6.01 of this Agreement.

"Notice of Non-Compliance" shall have that meaning set forth in Section 9.02 of this Agreement.

"Noticing Party" shall have that meaning set forth in Section 6.01 of this Agreement.

"Notice of Termination" shall have that meaning set forth in Section 6.01 of this Agreement.

"Oversizing" shall have that meaning set forth in Section 4.02(k) of this Agreement.

"Park Site" shall have that meaning set for in Section 4.02(j) of this Agreement.

"Park Improvements" shall have that meaning set forth in Section 4.02(j) of this

Agreement.

"Planning Commission" shall mean the Planning Commission of the City of Manteca, or its designee.

"Processing Fees" shall have that meaning set forth in Section 4.02(f) of this Agreement.

"Project" shall have that meaning set forth in Recital paragraph D of this Agreement.

"Project Allocation" is first referenced in Recital paragraph E(5) of this Agreement and shall have that meaning set forth in Section 4.02(g) of this Agreement.

"Project Build-Out" shall mean the date on which a Certificate of Occupancy (or comparable instrument) is issued for the last Project improvement, residential home or other structure to be constructed pursuant to the Approvals, Subsequent Approvals and this Agreement.

"Project Site" shall have that meaning set forth in Recital paragraph D of this Agreement.

"Right" or "Rights" shall mean a party's rights, duties, responsibilities and obligations under the terms and conditions of this Agreement.

"Subdivision Agreement" shall mean an agreement between City and Developer regarding on and off-site improvements relating to the Project, entered pursuant to the Subdivision Map Act and City Law.

"Subdivision Map Act" shall mean that legislation commonly known by the same name, currently set forth in Government Code sections 66410 through 66499.50.

"Subsequent Map" shall mean a subdivision map approved by City pursuant to the Subdivision Map Act and City Law, which approval occurs after City's approval of the First Tentative Map.

"Successor Interests" shall mean all successor estates and interests in the Project and the Project Site, as well as all successor in interest, heirs, assignees, and transferees of the parties.

"Tender" shall have that meaning set forth in Section 6.04 of this Agreement.

"Term" shall have that meaning set forth in Section 1.05 of this Agreement.

"Third Party" shall have that meaning set forth in Section 6.04 of this Agreement.

"Time of Payment" shall have that meaning set forth in Section 4.02(g) of this Agreement.

"Transfer" shall have that meaning set forth in Section 9.01 of this Agreement.

"Transferee" shall have that meaning set forth in Section 9.01 of this Agreement.

"Transferred Property" shall have that meaning set forth in Section 9.01 of this Agreement

"Vesting Map" shall have that meaning set forth in Section 4.03(c) of this Agreement.

"Void" shall refer only to this Agreement and shall mean that situation where -- under the terms of this Agreement or by Legal Action or Challenge -- this Agreement becomes null, void, terminated, and/or of no further force or effect.

"Waiver" shall have that meaning set forth in Section 3.01 of this Agreement.

ARTICLE 3. OBLIGATIONS OF DEVELOPER AND CITY.

Section 3.01. Obligation of Developer.

(a) Approval and execution of this Agreement by city is in consideration of, among other things, the following:

(1) Developer's acceptance of, and consent and agreement to comply with, this Agreement, the Approvals that are consistent with this Agreement, and the Subsequent Approvals that are consistent with this Agreement; and

(2) Developer's express and implied waiver of any Right, Legal Right or any other right it might have to bring a Legal Action relating to this process or the terms, conditions, approvals or other entitlements or actions regarding this Agreement, the Approvals or the Subsequent Approvals. (Developer's acceptance, consent and agreement to the provisions of this Section 3.01 are collectively referred to in this Agreement as the "Waiver".) The Waiver shall not limit Developer's ability to bring a Legal Action pursuant to Section 6.01 of this Agreement regarding a City Default.

Section 3.02. Obligation of City. In consideration of Developer entering into this Agreement, City agrees that it will comply with this Agreement, the Approvals that are consistent with the Agreement, and the Subsequent Approvals that are consistent with the

Agreement (once approved).

ARTICLE 4. DEVELOPMENT OF PROJECT AND PROJECT SITE.

Section 4.01. Vested Right to Develop. Developer shall have the vested right to develop the Project pursuant to the Applicable Law this Agreement establishes and describes.

Section 4.02. Applicable Law.

(a) Generally.

(1) Agreement Controls. The "Applicable Law" shall mean:

(A) The approvals that are consistent with this Agreement (the express provisions of this Agreement shall control over any express contrary provisions of the Approvals when dealing with the same subject matter);

(B) Those City Laws (including processes and requirements) described in and/or established by this Agreement (including without limitation Subdivisions (b) through (k) of this Section 4.02);

(C) The Subsequent Approvals granted pursuant to and consistent with this Agreement; and

(D) Those City Laws in effect as of the Effective Date, unless such City Laws are expressly modified by this Agreement, and then only to the extent of such express modification.

(2) California Codes. However, notwithstanding subdivision (1) of this Section 4.02(a), City may apply current Uniform Building Codes (not known as the California Building Code) and other uniform (California) construction codes to the Project throughout the term of this Agreement, provided that:

(A) Such uniform codes shall apply to the Project only to the extent that the applicable code (and the applicable version or revision of the code) has been adopted by City and is in effect on a City-wide basis;

(B) Such uniform codes shall be interpreted and applied to

construction of the Project in a reasonable manner consistent with the provisions and limitations in the particular code provision(s) adopted by City; and

(C) The provisions of such codes shall be interpreted and applied to the Project in a manner consistent with the generally prevailing interpretation of such provisions(s) under the State Building Standards Code.

(3) Renegotiation. After the original approval of the Approvals (consistent with this Agreement as it existed on the Effective Date), of this Agreement (as it existed on the Effective Date), or the Subsequent Approvals (consistent with this Agreement as this Agreement existed on the Effective Date), the Developer may seek an amendment, revision or other modification ("modification") to such Approvals, Agreement and/or Subsequent Approvals. Such modifications shall be subject to this Section 4.02(a)(3) and Article 5 of this Agreement.

(A) If such modifications are not consistent with this Agreement as it existed on the Effective Date ("Inconsistent Modification"), then the Applicable Law may be subject to modification or renegotiation by City as a condition of City's approval of the Inconsistent Modification.

(B) If instead, such modification is consistent with this Agreement as this Agreement existed on the Effective Date ("Consistent Modification"), then the Applicable Law shall not be subject to modification, unless mutually agreed to by the parties.

(C) The City Manager shall decide whether a requested modification is an Inconsistent Modification or a Consistent Modification. Modifications under this Section 4.02(a)(3) shall also be subject to Article 5 of this

Agreement.

(4) More Applicable Law. The Applicable Law is further described below in subdivisions (b) through (k) of this Section 4.02.

(b) Police Power and Taxing Power. Except as provided in this Agreement and the Development Agreement Statute, City, through the exercise of either its police power or its taxing power, shall not establish, enact, increase, or impose any City Laws applicable to the Project which were not part of the Applicable Law.

(c) Environmental Mitigation. In connection with City's approval of any Subsequent Approval or issuance of any other permit or approval that is subject to CEQA, and to the extent permitted or required by CEQA, City shall commence and process any and all preliminary reviews, initial studies and other assessments pursuant to CEQA, and City shall first consider using and adopting any existing environmental impact report(s) certified for the Project, addenda thereto and other existing environmental reports and studies as adequately addressing the environmental impacts of such matter or matters before requiring new or supplemental environmental review or documentation.

(d) No Conflicting Enactments. Notwithstanding any other provision of this Agreement, this Agreement shall not preclude City or the voters in City, by subsequent action, from enacting or imposing any New City Law, provided that any such New City Law shall not apply to the Project to the extent it conflicts with this Agreement and the Applicable Law it described. For example, New City Laws that seek to control the rate of development or construction in City in a manner inconsistent with parties' Rights under this Agreement, or that seek to alter the City Laws regarding sewer, water, storm drainage or other City services and facilities in a manner inconsistent with the parties' Rights under this Agreement, shall not apply to the Project during the Term.

(e) Conditions of Approval. Developer shall be subject to those Conditions of Approval attached to the Approvals, including without limitation the Conditions of Approval attached to the First Tentative Map and all Subsequent Maps and other entitlements. The Conditions of Approval attached to the First Tentative Map are set forth in Exhibit D to this Agreement, and are hereby incorporated by this reference as if set forth herein in full.

Nothing in this Agreement shall limit the city's ability to place conditions on Subsequent Approvals provided that such conditions shall not conflict with this Agreement and the Applicable Law, as described above, unless the City determines that the conditions is reasonably necessary to protect residents of the City from a threat or condition that is dangerous to their health or safety or both.

(f) Processing Fees. Developer shall pay those processing fees charged by City (for City's administrative and related costs incurred relating to the consideration of any Application for a Subsequent Approval requested by Developer) that are in existence at the time the Application is accepted as complete or deemed complete by controlling law ("Processing Fees").

(g) Impact Fees.

(1) Generally. All City fees relating to new development that are in existence as of the Effective Date or are established and imposed through this Agreement (except Processing Fees, which shall be governed by Section 4.02(f) of this Agreement) are collectively referred to in this Agreement as "Impact Fees." The First Tentative Map contains Conditions of Approval requiring the payment of certain Impact Fees. In addition to the Impact Fee requirements set forth in such Conditions of Approval, Developer shall pay the Impact Fees set forth in this Agreement. However, Developer shall not be required to pay the same Impact Fee for the same Project unit twice (for example, if it appears as a Condition of Approval on the First Tentative Map and also appears in this Agreement). Some such Impact Fees are assessed on a square footage basis, while others require payment of a set amount (flat fee) regardless of square footage.

(2) Fees Payable at Building Permit. Developer shall pay at building permit issuance (for each Project unit and other structure) all those City Impact Fees that were in force and effect on the Effective Date. All or any one of such Impact Fees may be adjusted by City (increased or decreased) during the Term of this Agreement, and Developer shall pay the amount of the particular Impact Fee in force and effect at the time of such building permit issuance. A list of such fees presently in force and effect is set forth in Exhibit I to this Agreement. The fees for commercial and industrial development shall be limited to $4 per

square foot of building and $2 respectively, subject to the limitations outlined in section 4.02(g)(4).

(3) Fees Payable at or Before Completion of Final Inspection. Developer shall pay the following per-unit Impact Fees at or prior to completion of final inspection for the particular Project residential dwelling unit for which the Impact Fees are owing, or when a purchase escrow regarding such a residential dwelling unit closes, whichever is earlier ("Time of Payment"):

(A) Air Quality Impact Fee: $322/per dwelling unit

(B) Agricultural Preservation Fee: $376/per dwelling unit

(C) Police Enhancement Fee: $269/per dwelling unit

(D) Affordable Housing In-Lieu Fee: $537/per dwelling unit

(E) Library Services/Facilities Fee: $269/unit

These Impact Fees shall be adjusted (increased/decreased) for this Project during the Term of this Agreement by City -- such adjustment based on the change of the Twenty-City U.S. Average Engineering News-Record Official July Construction Costs index -- and Developer shall pay those fees in place at Time of Payment.

(4) PFIP Fees. Developer shall pay that PFIP Fee set forth in the Conditions of Approval to the First Tentative Map. This entry is for notice purposes only and shall not be interpreted or argued by Developer to result in a requirement different than that set forth in said Conditions of Approval.

The Developer shall finance those public improvements that are not PFIP improvements. The City shall support the concept of financing these improvements through an assessment district, community facilities district, Mello-Roos district, or other financing mechanism. The City, as funds are available and in its sole discretion, shall fund those improvements that are PFIP improvements. In the event sufficient funds are not available, the City shall permit the Developer to fund the improvements and receive PFIP credits.

These PFIP fees shall be adjusted from time to time in accordance with the PFIP.

The City and Developer acknowledge that the cap on commercial and industrial development fees of $4 and $2 per square foot respectively should apply to more desirable projects. To achieve this goal, the $4 and $2 caps shall automatically apply respectively to all commercial and industrial projects which in the estimate of the city engineer will generate less than the following gallons per acre per day (gpad) in sewer discharge:

Office Professional: 1,330 gpad
Commercial: 1,120 gpad
Industrial: 2,010 gpad

Any commercial or industrial generations that exceed the above-stated levels shall be subject to City Council approval for application of the $4 and $2 caps respectively.

(5) Other Fees. Developer shall be subject to and shall comply with such development mitigations (fees, etc.) imposed by regional, state or federal authority as if this Agreement were not in effect. The vested rights secured through this Agreement shall not better or worsen Developer's situation relative to such mitigations.

(h) Growth Management.

(1) Project Allocations. Notwithstanding any provision to the contrary in the City's Community Growth Management Program ("CGMP") (Manteca Zoning Ordinance Article 17), the Project is hereby granted 177 residential sewer allocations, and allocations for 171 Dwelling Unit Equivalents (DUE's) for commercial development, (as those terms are defined in the CGMP) for the Project ("Project Allocations") as follows:

(A) Single-Family Residential:
59 Project Allocations for Fiscal Year 1997-98;
59 Project Allocations for Fiscal Year 1998-99; and
59 Project Allocations for Fiscal Year 1999-00.

(B) Commercial:
220 Dwelling Unit Equivalents (DUE's) for Fiscal Year 1997-98;

(C) Industrial:
1,620 DUEs, subject to the limitations outlined in Section

4.02(h)(2)(E).

(2) Limitations. Further, said Project Allocations shall be subject to all of the following:

(A) No Project Allocations shall be used for a residential dwelling unit in the Project until such unit has been legally created pursuant to the subdivision Map Act and applicable City Law.

(B) Transferring residential Project Allocations from one Fiscal year to the next shall be allowed, provided that no more than 88 Project Allocations (maximum) shall be used by Developer in any given Fiscal Year.

(C) No transferring of Project Allocations to property other than the Project Site shall be allowed.

(D) The term (life) of the Project Allocations shall be that set forth in Section 4.03(b) of this Agreement.

(E) Of the 1,620 industrial DUE allocations granted through this development agreement 615 shall be available beginning at the Effective Date. The remaining 1,005 industrial DUE allocations shall be available in total, but only when the combined Phase 3 and Phase 4 expansion of the Watewater Quality Control Facility is accepted by the City Council as complete, which is estimated to be completed by July 1, 2000.

The 1,620 industrial DUE allocations shall be subject to limitation, and revoked by the City if they are not used within the time set forth below. Developer shall use a proportionate share of the industrial DUE allocations within designated time frames or lose any DUE allocations not used within that time frame. For example,

615 industrial DUE allocations shall be approved and available by the Effective Date of this agreement. By June 30, 2002, if 426 DUE allocations are not used, any unused allocations shall be revoked by the City. Likewise, Developer shall be required to secure building permits for a minimum of another 426 industrial DUE allocations by June 30, 2006. Any of the unused 426 allocations at the end of this fiscal year shall be revoked.

The following is a schedule of time frames by which specific amounts of industrial DUE allocations must be used (building permits secured):

- By June 30, 2002 — 426 industrial DUEs
- By June 30, 2006 — 426 industrial DUEs
- By June 30, 2010 — 256 industrial DUEs
- By June 30, 2014 — 256 industrial DUEs
- By June 30, 2017 — 256 industrial DUEs

In the event unused industrial DUE allocations are revoked within any of the above-listed time frames, Developer may apply at a later date for these or any other available industrial DUE allocations. However, once the industrial DUE allocations are revoked, Developer shall no longer be automatically entitled to receive them through this development agreement.

(F) All allocations are minimum allocations. Developer may request additional allocations pursuant to City policies for other non-development agreement projects.

(i) Diligent Pursuit of Development. Developer agrees to pursue diligently to completion the construction of the Project.

(j) Park Improvements.

(1) The Park Improvements to be constructed with the Project shall be developed and constructed on the storm drain basin/park site shown on Exhibit D ("First Tentative Map").

(k) Overcapacity, Oversizing of Improvements and Fee Credits. In addition to the requirements of the Approvals, Subsequent Approvals and this Agreement, City may require Developer to construct on-site and off-site improvements or amenities ("improvement") in a manner which provides for reasonable oversizing or overcapacity ("Oversizing") so that the improvement will serve property outside of the Project site in addition to serving the Project. Any such Oversizing and any reimbursement, fee credit or other arrangement shall be determined and implemented by City in accordance with the subdivision Map Act and any City Law regarding same (provided such City Law shall be interpreted and imposed in a manner consistent with the Subdivision Map Act) and other controlling Law, or as otherwise determined by City, which City determination may include without limitation a formula for determining relative benefit.

Section 4.03. Cooperation/Implementation.

(a) Efforts of the Parties.

(1) The parties agree to cooperate with each other pursuant to this Agreement.

(2) Developer reserves the right to challenge, at its sole expense, any New City Law should it become necessary to protect Developer's rights secured through this Agreement.

(b) Life Approvals, Subsequent Approvals and Other Entitlements.

(1) Generally. The term of the Approvals (including the First Tentative Map), Project Allocations and Subsequent Approvals (collectively referred to in this Section only as "approval") shall automatically be extended for the longer of:

(A) The Term of this Agreement; or

(B) The term normally given the approval under controlling Law or City Law.

(2) Lapse. Any approval which has gone beyond the term normally given the approval under controlling Law or City Law shall lapse and become null and void and of no further force or effect at the same time that this Agreement becomes Void.

(c) Vesting Maps. However, notwithstanding subdivision (b) of this Section 4.03, if a City-approved Subsequent Map is a vesting tentative map, vesting final map, vesting parcel map, any other type of vesting map ("Vesting Map") and if the Vesting Map includes all or any portion of the Project Site, the City Laws vested into through such Vesting Map for said property within the Project Site shall be:

(1) The Applicable Law during the Term of this Agreement; and after the Term of this Agreement,

(2) Those City Laws described in Government Code section 66474.2 (as if the Development Agreement were not in place at that time) and those Conditions of Approval imposed by City on such Vesting Map.

(d) Changes in the Law. Pursuant to Government code section 65869.5, and notwithstanding any other provisions of this Agreement, this Agreement shall not preclude the application to the Project of any Law that is specifically mandated and required by changes in State or federal Law ("Changes in the Law"). In the event the Changes in the Law present or preclude compliance with one or more provisions of this Agreement, such provisions of the Agreement shall be modified or suspended as may be necessary to comply with the Changes in the Law, and City and Developer shall take such action as may be required pursuant to this Agreement, including without limitation, this Section 4.03 and Article 5 of this Agreement.

(e) Processing. Developer shall provide City, in a timely manner, all documents, applications, plans, and other information necessary or desirable for city to carry out its obligations hereunder and Developer shall cause Developer's planners, engineers, and all other agents, employees or consultants to submit, in a timely manner, all such materials and documents therefor. It is the express intent of Developer and City to cooperate and work together to implement any Applications for Subsequent Approvals that are necessary or desirable in connection with the development of the Project.

(f) Other Governmental Permits. Developer shall apply in a timely manner for

such other permits, approvals, grants, agreements and other entitlements ("entitlements") as may be required by other agencies having jurisdiction over, or in connection with the development of, or provisions of services to, the project. City shall cooperate with Developer relative to such entitlements.

(g) Phased Maps. City acknowledges that Developer intends to file phased final maps as permitted by California Government Code Section 66456.1 and City concurs in the filing of such multiple final maps. All improvements which the City determines necessary to serve a phased final map shall be constructed (or appropriate security shall be provided to ensure construction as provided in the Subdivision Map Act) prior to approval of that map, unless the conditions of the First Tentative Map contain a specific alternative deadline by which an improvement must be constructed. Additionally, all park improvements required by this Agreement, including curbs, gutters and sidewalks, shall be completed (or appropriate security shall be provided to ensure completion as provided in the Subdivision Map Act) prior to approval of the first final map for that area.

Section 4.04. Mandated Contents; General Permitted Uses. The duration of this Agreement, the permitted uses, density and intensity of uses, maximum height and size of the proposed homes, buildings and other structures, and the provisions for reservation or dedication of land and other terms and conditions of development applicable to the project shall be those set forth in this Agreement and the Applicable Law it describes, including without limitation, the General Plan, Zoning, First Tentative Map, and Conditions of Approval.

Section 4.05. Timing of Project Construction. Developer shall make reports of the progress of construction in such detail and at such time as the City Manager reasonably requests.

ARTICLE 5. AMENDMENT.

Section 5.01. Amendment of Agreement. This Agreement may be amended from time to time in whole or in part by mutual consent of the original parties or their Successor's in interest, in accordance with the Development Agreement Statute at Developer's expense, provided that:

(a) Due Process Exemption. Any amendment to this Agreement which does not relate to the Term, permitted uses, provisions for reservation and dedication of land, or conditions, terms, restrictions, and requirements relating to Subsequent Approvals or other subsequent discretionary actions, monetary contributions by Developer, or any conditions or covenants relating to the Project ("Due Process Exemption") may not require notice or public hearing before the parties may execute an amendment hereto (the City Manager shall determine, in its sole discretion, whether the Due Process Exemption applies) and;

(b) Administrative Amendment Exemption. Any Administrative Amendment of the Approvals or Subsequent Approvals pursuant to Section 5.02(a) of this Agreement shall not require an amendment to this Agreement.

Section 5.02. Amendment of Approvals and Subsequent Approvals. The Approvals and Subsequent Approvals may, from time to time, be amended or modified in the following manner:

(a) Administrative Amendments. Upon the written request of Developer for an amendment or modification (collectively, "modification") to the Approvals or Subsequent Approvals, the City Manager shall determine:

(1) Whether the requested modification is minor; and

(2) Whether the requested modification is consistent with this Agreement and the Applicable Law.

If the City Manager determines that the modification is minor and is consistent with this Agreement and the Applicable Law, then such modification shall be known as an "Administrative Amendment", and the City Manager may approve the proposed Administrative Amendment without notice and public hearing. Such Administrative Amendments approved pursuant to this Section shall not constitute subsequent discretionary approvals subject to further CEQA review.

(b) Non-Administrative Amendments. Any request by Developer for a modification to the Approvals or Subsequent Approvals which is determined by the City Manager (pursuant to subdivision (a) of this Section) not to be an Administrative Amendment shall be subject to Section 4.02(a)(3) of this Agreement. Any such approved amendment or

modification shall be reflected in an amendment to this Agreement (including its pertinent exhibits).

ARTICLE 6. DEFAULT; ANNUAL REVIEW; DELAY; LEGAL CHALLENGE.

Section 6.01. Default. It is acknowledged that neither party would have entered into this Agreement unless it provided that monetary damages would not be an available remedy for breach of the Agreement unless the Agreement were breached in bad faith. It is further acknowledged that city would not have entered into this Agreement if Developer had not acknowledged that a reasonable relationship exists between all exactions imposed and all consideration referenced in this Agreement and the impact of the Project upon the community.

Each of the parties hereto may pursue any remedy at law or equity available for the breach of any provision of this Agreement, except that neither party shall be liable in damages to the other party, or to any Successor Interest, or to any other person, unless the party has committed a Bad Faith Breach of this Agreement. Furthermore, unless a party has committed a Bad Faith Breach of this Agreement, each party covenants not to sue for damages or claim any damages, including consequential damages for any breach of this Agreement or for any other cause of action arising from the Agreement, for the taking, impairment or restriction of any right or interest conveyed pursuant to this Agreement or otherwise, or arising out of or connected with any dispute or issue regarding the applicable or interpretation or effect of the provisions of this Agreement.

(a) Specific Performance. The parties acknowledge that money damages and remedies at law generally are inadequate and that specific performance is an appropriate remedy for the enforcement of this Agreement and should be available to all parties for the following reasons:

(1) Money damages are limited as provided in this Section 6.01.

(2) Due to the size, nature and scope of Project, it will not be practical or possible to restore the Project Site to its preexisting condition once implementation of this Agreement has begun. After such implementation, Developer may be foreclosed from other choices it may have had to utilize the Project Site and provide for other benefits. Developer has 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. It will not be possible to determine the sum of money that would adequately compensate Developer for such efforts. By the same token, City will have invested substantial time and resources and will have permitted irremediable changes to the land and increased demands on the surrounding infrastructure and will have committed, and will continue to commit to development in reliance upon the commitment to provide infrastructure and related improvements and other exactions to meet the needs of the Project and to mitigate its effect on the area and upon City and the public at large, all in reliance upon the terms of this Agreement, and it would not be possible to determine a sum of money which should adequately compensate City for such undertakings. For this reason, City and Developer agree that if either party fails to carry out its obligations under this Agreement, the other party shall be entitled to, in addition to such other remedies as are available to it, the remedy of specific performance of this Agreement.

(b) Notice and Cure. The terms, provisions and conditions of this Article 6 shall apply to any default or alleged default by either party. While this Agreement is in effect, compliance by Developer with the terms of this Agreement is hereby made a condition to the Tentative Map and any Subsequent Map. Failure or unreasonable delay by either party to perform any term, provision, or condition of this Agreement ("Alleged Default") for a period of thirty (30) days ("Default Period") after written Notice thereof ("Default Notice") from the other party ("Noticing Party") to the party against whom the Alleged Default is made ("Curing Party") shall constitute a "Default" under this Agreement, subject to this Article 6 and to extensions of time by mutual consent of the parties in writing. The Default Notice shall be given pursuant to Article 8 of this Agreement and shall specify the nature of the Alleged Default and, where appropriate, the manner ("Cure") and period of time in which said Alleged Default may be satisfactorily cured ("Cured Period"). If the nature of the Alleged Default is such that it cannot reasonably be Cured within such 30-day Default Period, the commencement of the Cure within the Default Period and the diligent prosecution to completion of the Cure (said period also considered to be the "Cure Period") shall be deemed a Cure within the

Default Period.

(c) Cure Period. During any Cure Period, the Curing Party shall not be in Default of this Agreement for the purposes of termination, institution of a Legal Action or other action or proceeding. If the Alleged Default is Cured, then no Default by the Curing Party shall have taken place or exist and the Noticing Party shall take no further action.

(d) Remedies. Subject to the foregoing provisions of this Section 6.01, after Default Notice and expiration of the 30-day Default Period without Cure, or without commencement of the Cure Period, or with commencement of the Cure but without diligent prosecution of the Cure, the Noticing Party may do the following:

(1) If the Noticing Party is the Developer, then after filing with and rejection by the City of the claim required by Section 6.04(d) of this Agreement, Developer may institute a Legal Action regarding the Default against City.

(2) If the Noticing Party is City, it may institute a Legal Action regarding the Default against the Developer, and/or it may given "Notice of Intent to Terminate" the Agreement pursuant to the Developer Agreement Statute (e.g., Government Code Section 65868) and City Law. Said Notice of Intent to Terminate shall be given pursuant to Article 8 of this Agreement. Following said Notice of Intent to Terminate, the matter shall be scheduled for public hearing for consideration and review by the City Council in the manner set forth in the Developer Agreement Statute and City Law. At that hearing, Developer shall be required to demonstrate good faith compliance with the terms and conditions of this Agreement and the Approvals. Following consideration of the substantive evidence in the record before the City Council, and a determination by the City Council that Developer has not demonstrated good faith compliance with the terms and conditions of this Agreement and the Approvals, City, at its option, may give written "Notice of Termination" of the Agreement to the Developer. Said Notice of Termination shall be given pursuant to Article 8 of this Agreement; however, notwithstanding Article 8, said Notice of Termination shall be effective immediately upon mailing, or actual delivery to the Developer.

(e) Relation to Annual Review. Evidence of an Alleged Default by Developer may also arise in the course of the regularly scheduled Annual Review of this Agreement, as

further described in Section 6.02 of this Agreement.

(f) No Waiver. Failure or delay by City in giving Default Notice pursuant to this Section shall not constitute a waiver by City of any Alleged Default or Default by Developer. Any failure or delay by City in asserting any of its Rights as to any Alleged Default or Default shall not operate as a waiver of any Alleged Default or Default or of any such Rights or deprive City of its Legal Rights or right to bring a Legal Action which city may deem necessary to protect, assert, or enforce any such Rights and Legal Rights. No waiver shall be effective or binding unless it is made in writing expressly identifying itself as a waiver of a Default under this Agreement.

Section 6.02. Annual Review. City shall review the extent of good faith compliance by Developer with the terms of this Agreement at least every 12 months from the Effective Date ("Annual Review"). The City Manager, in his or her sole discretion, may review such good faith compliance more often than once every 12 months. At the time of such Annual Review (whether every 12 months or sooner) the Developer, or its Successor Interest shall be required to demonstrate good faith compliance with the terms of this Agreement. Such Annual Review shall be performed pursuant to Article 5 of the City's "Procedures and Requirements for Consideration of Development Agreements," provided, however, that the City Manager shall issue a Notice of Compliance or a Notice of Non-Compliance (pursuant to Section 9.02 of this Agreement), as appropriate, and may take all such other actions permitted by this Agreement that such City Manager's determination may give right to (e.g., proceedings under Section 6.01 of this Agreement). Failure by City to conduct an Annual Review shall not be considered a waiver by City of any Alleged Default or Default of Developer, nor shall it be argued by Developer to be an Alleged Default or Default by City.

Section 6.03. Enforced Delay; Extension of Time Performance. In addition to specific provisions of this Agreement, performance by either party hereunder shall not be deemed to be in Default where delays or Defaults are due to war, insurrection, strikes, walkouts, riots, floods, earthquakes, fires, casualties, acts of God, governmental restrictions imposed or mandated by governmental entities other than City, judicial decisions, or similar basis for excused performance which is not within the reasonable control of the party to be excused. A

Challenge shall be deemed to create an excusable delay as to Developer. Upon the request of either party hereto (Notice of which shall be given in the means and manner set forth in Article 8 of this Agreement), an extension of time for such cause shall be granted in writing by the other party for the period of the enforced delay, or longer as may be mutually agreed upon.

Section 6.04. Legal Action.

(a) Venue. All Legal Actions shall be initiated 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.

(b) Applicable Law/Attorneys' Fees. This Agreement shall be construed and enforced in accordance with the laws of the State of California. If a Legal Action by either party is brought relating to a Default under this Agreement or to enforce a provisions of this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees and court costs. Attorneys fees shall include attorneys' fees on any appeal, and in addition a party entitled to attorneys' fees shall be entitled to all other reasonable costs for investigating such actions, taking depositions and discovery, and all other necessary costs incurred in the litigation. All such fees shall be deemed to have accrued on commencement of such action and shall be enforceable whether or not such action is prosecuted to a final judgment.

(c) Indemnification.

(1) Generally. Developer hereby agrees to indemnify, defend and hold harmless City from any and all damages (including without limitation compensatory, punitive and other damages), claims, costs (including without limitation court costs, attorneys' fees and related costs) and liabilities (collectively referred to as "Claims") for any personal injury, death, or property damages which arises directly or indirectly, as a result of the development of the Project or any actions or omissions under this Agreement by Developer, Developer's contractors, subcontractors, agents or employees, or any other person or entity for whom any of them is responsible. The provisions of this Section apply to all Claims for damages suffered or alleged to have been suffered by reason of any actions, omissions and operations referred to in this Section regardless of whether or not City prepared, supplied, reviewed or approved plans or specifications, or both, for the Project. The indemnity provision shall

survive termination of this Agreement.

(2) Indemnity - Third Party Challenge. In addition to Developer's responsibility to Claims, in the event of a Legal Action or other proceeding instituted by a party other than the parties to this Agreement or their Successor Interests, including without limitation another governmental entity or official ("Third Party") challenging the validity of any provision of this Agreement, the Approvals, the Subsequent Approvals, the sufficiency of any and all of the past, present, or future environmental review and documentation of the Project pursuant to CEQA or any other action in which Developer is the defendant or is the real property in interest, whether named or not ("Challenge"), the parties shall cooperate in defending against the Challenge as provided in this Section. City shall tender the complete defense of the Challenge to Developer (the "Tender") and upon Developer's acceptance of the Tender, the following shall apply:

(A) Developer shall indemnify and hold harmless City from all costs, fees (including without limitation attorneys' fees, court costs, costs of discovery, etc.) and liabilities arising from the Challenge;

(B) Developer shall control the defense of the Challenge, however, Developer shall coordinate said defense with City and shall seek and secure City concurrence with any settlement proposal, which City concurrence shall not be unreasonably withheld;

(C) Developer shall be responsible for the attorneys' fees owing to the legal counsel that Developer chooses; and

(D) City may select its own legal counsel, but shall do so at its own expense.

(3) Refusal of Tender. Should developer refuse to accept the Tender by City, City may defend such action or proceeding (as City determines appropriate), and if City so defends, Developer shall indemnify and hold City harmless from all costs, fees, and any other liabilities related to such defense, including without limitation City's fees and costs of

defense (for its own counsel, any attorneys' fees owing to Third Parties, and other fees and costs), prior to and at the trial and all appellate levels.

(d) Insurance. Prior to issuance of the first grading or building permit for Project, Developer shall obtain and, at all times during the remaining Term, maintain throughout the Term, at Developer's sole expense, policies of general liability insurance covering any and all damages or claims for damages for injuries to persons (including death) or property in an amount not less than $1,000,000 for any one person, and, subject to the same limit for each person, in an amount not less than $1,000,000 on account of any one incident, and in an amount not less than $300,000 for property damage. Such policies shall be in form and substance satisfactory to the City, shall be issued by an insured admitted to do business in the State of California and listed in the most recent edition of Best's Insurance Guide with a minimum rating of B+;VII, shall name the City, its officers, agents and employees as additional insureds, and shall contain provisions that prohibit cancellation or lapse without thirty (30) days' written notice first having been delivered to the City. The insurance provided shall be primary to any coverage available to the City, shall include a severability of interest clause, and shall include a contractual liability endorsement. The Developer shall maintain on file with City during the Term a certificate or certificates of insurance evidencing the coverage and provisions set forth in this paragraph.

If Developer provides insurance that meets the requirements of this Section 6.04(d) pursuant to a requirement of City other than this Agreement, the Developer shall not be required by this Agreement to provide additional or duplicate insurance.

(e) Statutes of Limitation.

(1) Third-Party Actions. No action or proceeding ("Action") by a person, public agency, or public or private corporation, partnership, association, organization or other business or non-business entity other than the parties to the Agreement or their successors (collectively referred to as "Third Party") to attack, review, interpret, set aside, void, or annul all or any part of the Development Agreement or the decision of the City to approve and execute the Development Agreement shall be maintained, unless the Action is commenced and service made on the City within 120 days from the City's adoption of the

Development Agreement.

(2) Actions by Developer. Any and all claims by Developer arising out of or related to this Agreement shall be presented to the City Council by delivery to the City Clerk who shall place such claim on the agenda of a meeting of the City Council for consideration and decision. When required by this Article 6, notice and opportunity to cure shall be a condition precedent to the filing of a claim. Claims shall be presented not later than one hundred eighty (180) days after accrual of the cause of action. Causes of action (which are presented in the claim) which are based upon a City Default shall be deemed to accrue only after opportunity to cure as provided above. The City Council shall act on the claim in accordance with the provisions of section 912.4 of the Government Code and if the Council fails or refuses to act, the claim shall be deemed to be rejected as provided in 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 section 930.2 of the Government Code.

(f) Release. Developer, for itself and Successor Interests hereby releases City from any and all claims, demands, actions, or suites of any kind or nature arising out of any liability, known or unknown, present or future, based solely upon the City having entered into this Agreement or the validity of the terms of this Agreement (collectively "released claims"), including, but not limited to, any released claims, based or asserted, pursuant to Article I, Section 19 of the California Constitution, the Fifth Amendment of the United States Constitution, or any other law or ordinance. Nothing in this Section shall be construed to release City from liability in the event of a breach of this Agreement. In the event of a breach of this Agreement, the parties' remedies shall be governed by the provisions of Section 6.01 of this Agreement.

ARTICLE 7. MISCELLANEOUS PROVISIONS.

Section 7.01. No Agency, Joint Venture or Partnership. It is specifically understood and agreed to by and between the parties hereto that:

(a) The Project is a private development;

(b) City has no interest or responsibility for, or duty to, third parties concerning

any improvements until such time, and only until such time, that City accepts the same pursuant to the provisions of this Agreement or in connection with the various Approvals or Subsequent Approvals;

(c) Developer shall have full power over and exclusive control of the Project herein described, subject only to the limitations and obligations of Developer under this Agreement, the Approvals and the Subsequent Approvals; and

(d) City and Developer hereby renounce the existence of any form of agency relationship, joint venture or partnership between City and Developer and agree that nothing contained herein or in any document executed in connection herewith shall be construed as creating any such relationship between City and Developer.

Section 7.02. Severability. If any portion, party, section, subsection, subdivision, sentence, phrase, word, term, provision, covenant or condition of this Agreement (collectively, "portion") or the application of any portion of this Agreement to a particular situation is held by a court of competent jurisdiction to be invalid, void or unenforceable, such portion shall be considered severed from this Agreement and the remaining portions of this Agreement to other situations, shall continue in full force and effect unless amended or modified by mutual consent of the parties. Notwithstanding the foregoing, the conditions imposed on the First Tentative Map approval, and the limitation on monetary damages are essential elements of this Agreement and City would not have entered into this Agreement by for such provisions. Therefore, in the event such provisions are determined to be invalid, void, or unenforceable, at City's option this entire Agreement shall be null and void and of no force and effect whatsoever as of the date such determination becomes final.

Section 7.03. Other Necessary Acts. Each party shall execute and deliver to the other all such other further instruments and documents as may be reasonably necessary to carry out this Agreement in order to provide and secure to the other party the full and complete enjoyment of its Rights.

Section 7.04. Construction. This Agreement has been reviewed and revised by legal counsel for both city and Developer, and no presumption or rule that ambiguities shall be construed against the drafting party shall apply to the interpretation or enforcement of this

Agreement.

Section 7.05. Other Miscellaneous Terms. The singular includes the plural; the masculine gender includes the feminine; "shall" is mandatory; "may" is permissive. If there is more than one signer of this Agreement, the signer of this Agreement, the signer obligations are joint and several.

ARTICLE 8. NOTICES.

Section 8.01. Means and Manner.

(a) Generally. Any notice or communication required pursuant to this Agreement between City or Developer ("Notice") shall be in writing and be given either personally or by registered or certified mail, return receipt requested. (A courtesy copy of such Notice may be made via telecopier transmission (FAX), but such transmission shall not replace the mail or personal delivery requirements of this Article.)

(1) Mail. If given by such registered or certified mail, the Notice shall be deemed to have been given and received on the first to occur of:

(A) Actual receipt of the Notice by any of the addressees designated below as the party to whom Notices are to be sent; or

(B) five (5) days after such a registered or certified letter containing such Notice, properly addressed, with postage prepaid, is deposited in the United States mail.

(2) Personal Delivery. If personally delivered, a Notice shall be deemed to have been given when actually delivered to the party to whom it is addressed.

Section 8.02. Addresses. Notices shall be given to the parties at their addresses set forth below:

If to City, to:

City Manager
City of Manteca
1001 West Center Street
Manteca, CA 95337

Telephone: (209) 239-8455
FAX: (209) 825-2333

With a courtesy copy to:
McFALL, BURNETT & BRINTON
Attorneys at Law
165 St. Dominic Drive, Suite #202
Manteca, CA 95337
Telephone: (209) 823-1112
FAX: (209) 823-7651

If to Developer, to:
Atherton-Kirk
Development Corporation
2800 W. March Lane, #430
Stockton, CA 95219
Telephone: (209)956-2624
FAX: (209)956-2628

Any party hereto may at any time, by giving Notice to the other party pursuant to Section 8.01 of this Agreement, designate any other address in substitution of the address to which such Notice shall be given. Thereafter, all Notices relating to this Agreement shall be addressed and transmitted to such new address. Failure to send a courtesy copy of Notices to McFALL, BURNETT & BRINTON shall not be acted on by either party as a failure of notice, or as an Alleged Default or Default under this Agreement.

ARTICLE 9. TRANSFER TO SUCCESSOR INTERESTS; NOTICE OF COMPLIANCE/NON-COMPLIANCE.

Section 9.01. Transfer; Notice; Release. Developer shall give at least thirty (30) days' prior written Notice--in the means and manner set forth in Article 8 of this Agreement--of its intention to transfer ("Transfer") to a Successor Interest ("Transferee") any portion of the Project Site and/or Rights under this Agreement (collectively, "Transferred Property"). The portion of the Project Site and/or Rights not transferred to a Successor Interest shall be referred to in this Agreement as the "Remaining Property". If all or any portion of the Transferred Property is Transferred by Developer to a Transferee, such Transferee shall automatically share all Rights of Developer--past, present and future Rights--relating to the

Transferred Property. However, unless City expressly (in writing) consents to the Transfer and releases (in writing) Developer from Developer's Rights in the Transferred property, a Transfer to a Transferee of such Transferred property shall not release Developer from any Rights relating to such Transferred Property (or the Project as a whole). Upon such a written City consent to the Transfer and a release by City, which consent and release shall not be unreasonably withheld, Developer shall be released from all Rights relating to such Transferred Property; however, such a City consent and release relating to a Transfer of Transferred Property shall not release Developer from its Rights relating to the Remaining Property or the Project as a whole. Upon such a written release by City, which release shall not be unreasonably withheld, Developer shall be released from all Rights relating to such Transferred Property and Transferee shall thereafter be the sole party to whom Rights are held and owed regarding the Transferred Property; however, such a City release shall not release Developer from its Rights relating to the Remaining Property.

Section 9.02. Notice of Compliance.

(a) Request. Within forty-five (45) days following any written request--made in the mean and manner required by Article 8 of this Agreement--which either party may make from time to time, the other party to this Agreement shall execute and deliver to the requesting party a Notice certifying:

(1) Whether this Agreement is unmodified and in full force and effect, or if there have been modifications hereto, whether this Agreement is in full force and effect as modified and stating the date and nature of such modification;

(2) Whether there are any current uncured Alleged Defaults or Defaults under this Agreement or specifying the dates and nature of any such Alleged Default or Default; and

(3) Any other reasonably information requested.

(b) Determination. In response, the answering party shall determine whether or not the requesting party is in Compliance with this Agreement and shall issue--pursuant to Article 8 of this Agreement--a "Notice of Compliance" or a "Notice of Non-Compliance," as appropriate.

(c) Relation to Default. If the responding party determines that a Notice of Non-Compliance shall be issued to the requesting party, then the responding party may determine to have the Notice of Non-Compliance also serve as a Default Notice pursuant to Section 6.01 of this Agreement; if the responding party so determines, then the response shall expressly state that it is also serving as such a Default Notice and the provisions of Section 6.01 of this Agreement shall apply.

ARTICLE 10. COUNTERPARTS; ENTIRE AGREEMENT; EXHIBITS.

Section 10.01. Counterparts. This Agreement is executed in two (2) duplicate counterparts, each of which is deemed to be an original.

Section 10.02. Entire Agreement. This Agreement consists of thirty-six (36 pages (excluding title page, table of contents and notarial acknowledgment pages), and nine exhibits which constitute in full, the final and exclusive understanding and agreement of the parties and supersedes all negotiations or previous agreements between the parties with respect to all or any part of the subject matter hereof. All waivers of the provisions of this Agreement shall be in writing, shall be signed by the appropriate authorities of City and the Developer, and Notice of same shall be provided pursuant to Article 8 of this Agreement.

Section 10.03. Exhibits. The following exhibits are attached to this Agreement and are hereby incorporated herein (as if set forth in full) for all purposes:

Exhibit A - Map of Project Site.

Exhibit B - Legal Description of the Project Site.

Exhibit C - The Zoning.

Exhibit D - First Tentative Map (SDJ-96-2) and Conditions of Approval for the First Tentative Map.

Exhibit E - General Plan Amendment #GPA-96-4.

Exhibit F - Rezone #REZ-96-3.

Exhibit G - Planned Unit Development #PCD-96-2.

Exhibit H - City Council Ordinance No. 1073, Approving this Agreement.

Exhibit I - Fees Payable At Building Permit.

ARTICLE 11. SIGNATURE; RECORDATION.

Section 11.01. Signature. Developer shall sign and acknowledge this Agreement pursuant to Section 1.0 of this Agreement and shall then deliver this Agreement to City for the Mayor to sign and acknowledge.

Section 11.02. Recordation. No later than ten (10) days after the Mayor so signs and acknowledges this Agreement, the City Clerk shall record--at Developer's expense--an executed copy of this Agreement in the Official Records of the County of San Joaquin.

ARTICLE 12. RESCISSION OF PRE-ANNEXATION AGREEMENT.

Section 12.01. Rescission of Pre-Annexation Agreement. Developer and City hereby mutually rescind that certain Pre-Annexation Agreement made and entered into as of May 18th, 1992 by and between the City of Manteca and Developer's predecessor in interest, Spreckels Sugar Company, Inc. Each party mutually releases the other from any and all duties or obligation under said Pre-Annexation Agreement and hereby specifically waives and gives up any and all rights under said Pre-Annexation Agreement.

IN WITNESS WHEREOF, this Agreement has been approved by City and has taken effect as of the Effective Date (the day and year first written in the preamble), and has been executed by the parties hereto as of the day and year shown on the notarial acknowledgments to this Agreement.

"City"

City of Manteca

William Perry, Mayor

ATTEST:

Joann L. Tilton, City Clerk

"Developer"

Atherton-Kirk Development Corporation

Edward B. Kirk, President

Michael W. Atherton, Vice-President

98000136

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of San Joaquin

On 12/12/97 (Date) before me, Sheri L. Ginter (Name and Title of Officer (e.g., "Jane Doe, Notary Public")),

personally appeared William Perry, Joann L. Tilton (Name(s) of Signer(s)),

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

WITNESS my hand and official seal.

SHERI L. GINTER
COMM. #1049300
NOTARY PUBLIC - CALIFORNIA
SAN JOAQUIN COUNTY
MY COMM. EXPIRES FEB. 24, 1999

Sheri L. Ginter
Signature of Notary Public

OPTIONAL

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

Description of Attached Document

Title or Type of Document: Development Agreement

Document Date: November 3, 1997 Number of Pages: _____

Signer(s) Other Than Named Above: Atherton, Kirk

Capacity(ies) Claimed by Signer(s)

Signer's Name: William Perry

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

RIGHT THUMBPRINT OF SIGNER
Top of thumb here

Signer Is Representing:

Signer's Name: Joann L. Tilton

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

RIGHT THUMBPRINT OF SIGNER
Top of thumb here

Signer Is Representing:

© 1995 National Notary Association • 8236 Remmet Ave., P.O. Box 7184 • Canoga Park, CA 91309-7184 Prod. No. 5907 Reorder: Call Toll-Free 1-800-876-6827

98000136

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT CENTRAL VALLEY TITLE COMPANY

State of California

County of San Joaquin

On 12-11-97 before me, Richard M. Freed, NOTARY PUBLIC

personally appeared Edward B. Kirk & Michael A. Whitten, NAME(S) OF SIGNER(S)

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

RICHARD M. FREED
COMM. # 1089246
NOTARY PUBLIC - CALIFORNIA
SAN JOAQUIN COUNTY
My Com. Expires MARCH 22, 2000
MEP-1

WITNESS my hand and official seal.

Richard M. Freed
SIGNATURE OF NOTARY

OPTIONAL SECTION

CAPACITY CLAIMED BY SIGNER

Though statute does not require the Notary to fill in the data below, doing so may prove invaluable to persons relying on the document.

☐ INDIVIDUAL
☒ CORPORATE OFFICER(S)

TITLE(S)

☐ PARTNER(S) ☐ LIMITED ☐ GENERAL
☐ ATTORNEY-IN-FACT
☐ TRUSTEE(S)
☐ GUARDIAN/CONSERVATOR
☐ OTHER:

SIGNER IS REPRESENTING:
NAME OF PERSON(S) OR ENTITY(IES)

OPTIONAL SECTION

THIS CERTIFICATE MUST BE ATTACHED TO THE DOCUMENT DESCRIBED AT RIGHT:

Through the data requested here is not required by law it could prevent fraudulent reattachment of this form.

TITLE OR TYPE DOCUMENT

NUMBER OF PAGES DATE OF DOCUMENT

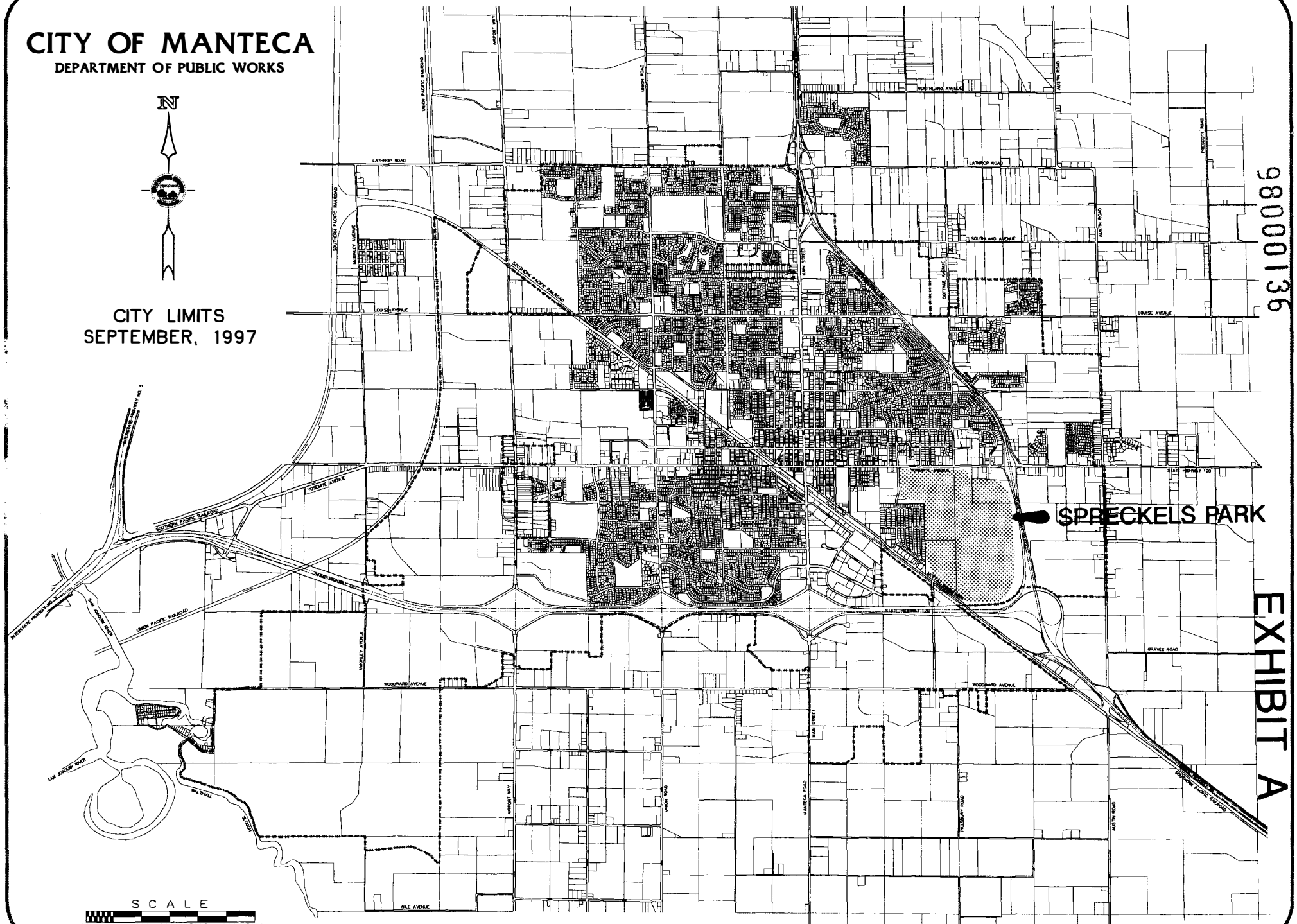
SIGNER(S) OTHER THAN NAMED ABOVE

CITY OF MANTECA

DEPARTMENT OF PUBLIC WORKS

N

CITY LIMITS
SEPTEMBER, 1997



SCALE
1000 0 1000 2000 3000 4000 5000

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EXHIBIT A

98000136

EXHIBIT B

DESCRIPTION OF
CITY OF MANTECA ANNEXATION
NO. 1991-1

San Joaquin County, California

A portion of Sections Three (3) and Four (4), Township Two (2) South, Range Seven (7) East, Mount Diablo Base and Meridian, being more particularly described as follows:

Commencing at the section corner common to said Sections 3 and 4; thence southerly 30.00 feet, more or less, along the section line common to said Sections 3 and 4 to the south line of Yosemite Avenue, also being on the existing City Limits line of the City of Manteca and the TRUE POINT OF BEGINNING; thence along said City Limits line the following eleven (11) courses: (1) North 88° 53' 30" West 1926.7 feet, more or less, along the south line of said Yosemite Avenue parallel with and 30.00 feet southerly (measured at right angles) of the north line of said Section 4 to the northeast corner of land deeded to the City of Manteca for Powers Avenue recorded in Book 1122 of Official Records, at Page 68, San Joaquin County Records; (2) South 0° 20' 30" East 762.47 feet along the east line of said Powers Avenue; (3) along a curve to the right, having a radius of 659.40 feet, a central angle of 24° 27', an arc length of 281.39 feet and a chord bearing South 11° 53' East 279.26 feet, being along said east line of Powers Avenue; (4) along a curve to the left, having a radius of 617.22 feet, a central angle of 11° 16' 50", an arc length of 121.52 feet and a chord bearing South 18° 28' 05" West 121.32 feet, being along said east line of Powers Avenue to the northwest corner of land deeded to the City of Manteca recorded in Book 2944 of Official Records, at Page 491, San Joaquin County Records; (5) South 88° 46' 30" East 272.48 feet along the north line of said City of Manteca land to the northeast corner thereof; (6) South 1° 13' 30" West 155.00 feet along the east line of said City of Manteca land to the southeast corner thereof, being on the north line of Powers Homesites recorded in Volume 13 of Maps and Plats, at Page 128, San Joaquin County Records; (7) South 88° 46' 30" East 675.45 feet along the north line of said Powers Homesites to the northeast corner thereof; (8) South 2519.12 feet along the east line of said Powers Homesite and the southerly projection thereon to the northerly line of Moffat Boulevard (60 feet wide), formerly State Highway Route No. 99; (9) North 51° 59' 30" West 1465.88 feet along the north line of said Moffat Boulevard and the south line of Powers Park as shown upon map recorded in Volume 11 of Maps and Plats, at Page 126, San Joaquin County Records; (10) along a curve to

the right, having a radius of 1470.00 feet, a central angle of 2° 33', an arc length of 65.42 feet and a chord bearing North 50° 43' West 65.42 feet, being along said south line of Powers Park to the southwesterly corner thereof; (11) North 88° 37'17" West 354.41 feet to the intersection of the one-quarter section line of said Section 4 and the southerly right-of-way line of the Southern Pacific Transportation Company (Railroad); thence leaving said City Limits South 51° 59' 30" East 3360 feet, more or less, along said southerly right-of-way line of the Southern Pacific Transportation Company to the northerly right-of-way line of State Highway Route No. 120 as shown upon Sheet 24 of State survey recorded in Book 28 of Surveys, at Page 129, San Joaquin County Records, the bearing and distances shown thereon being based on California Coordinate System Zone 3; thence North 89° 45' 26" East 165.42 feet along the easterly production of said northerly line of State Highway Route No. 120 and State survey to the northerly right-of-way line of said South Pacific Transportation Company, being at a angle point on said State survey; thence along the northerly line of said State Highway Route No. 120 and said State survey the following six (6) courses: (1) North 89° 45' 26" East 516.96 feet
(2) North 86° 43' 56" East 680.45 feet; (3) along a curve to the right, having a radius of 1054.00 feet, a central angle of 88° 06' 13" and a arc length of 1620.73 feet; (4) North 1° 22' 17" West 420.66 feet; (5) North 5° 52' 09" West 1318.19 feet
(6) North 11° 06' 33" West 796.28 feet and along the westerly right-of-way line of State Highway Route No. 99 to said existing City Limit line of the City of Manteca; thence along said City Limit line the following seven (7) courses: (1) continue North 11° 06' 33" West 135.14 feet; (2) leaving said State of California Coordinate System Zone 3, North 16° 36' 59" West 732.36 feet along the westerly line of said State Highway Route No. 99 as shown upon survey recorded in Book 22 of Surveys, at Page 92, San Joaquin County Records, to the south east corner of said survey; (3) North 87° 55' 09" West 771.54 feet along the southerly line of said survey to a angle point; (4) North 1° 14' 00" West 17.99 feet along said southerly line of survey to a angle point; (5) South 88° 53' 00" West 494.76 feet along said southerly line of survey to the southwest corner thereof;
(6) North 1° 14' 00" West 406.57 feet along the west line of said survey to the northwest corner thereof, being on the south line of said Yosemite Avenue; (7) South 88° 53' 00" West 660.7 feet, more or less, along said south line of Yosemite Avenue, being parallel with and 30.00 feet southerly (measured at right angles) of the north line of said Section 3 to the true point of beginning, containing 378.9 acres, more or less.

EXHIBIT C

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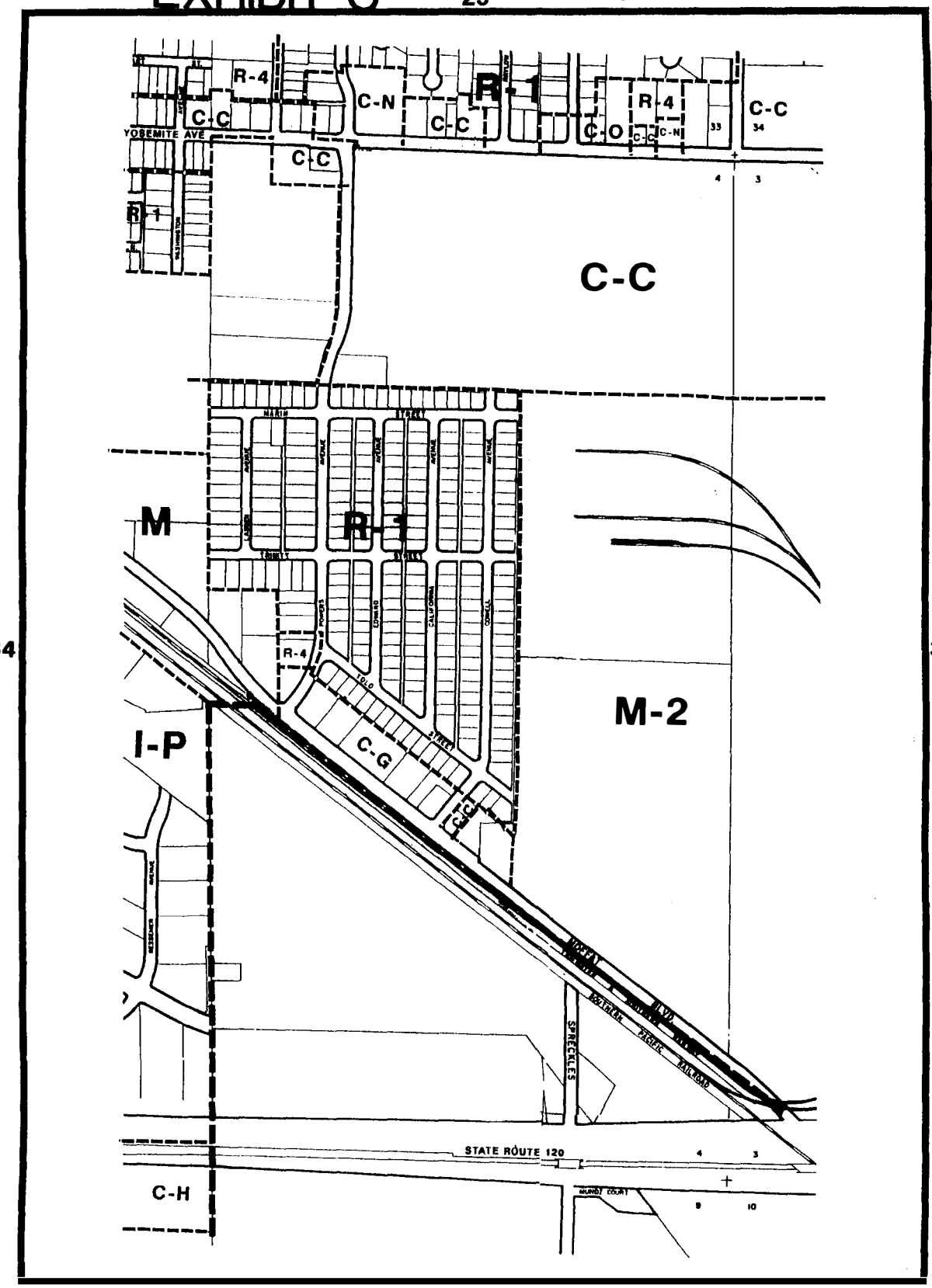

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FEBRUARY, 1992

ZONING MAP SECTION
city of manteca

SUBJECT TO REVISION

209-239-8427

SCALE 0 50 600

REVISION DATE
9-25-92, KMW
9-29-94, MLG

MAP SECTION

35

98000136

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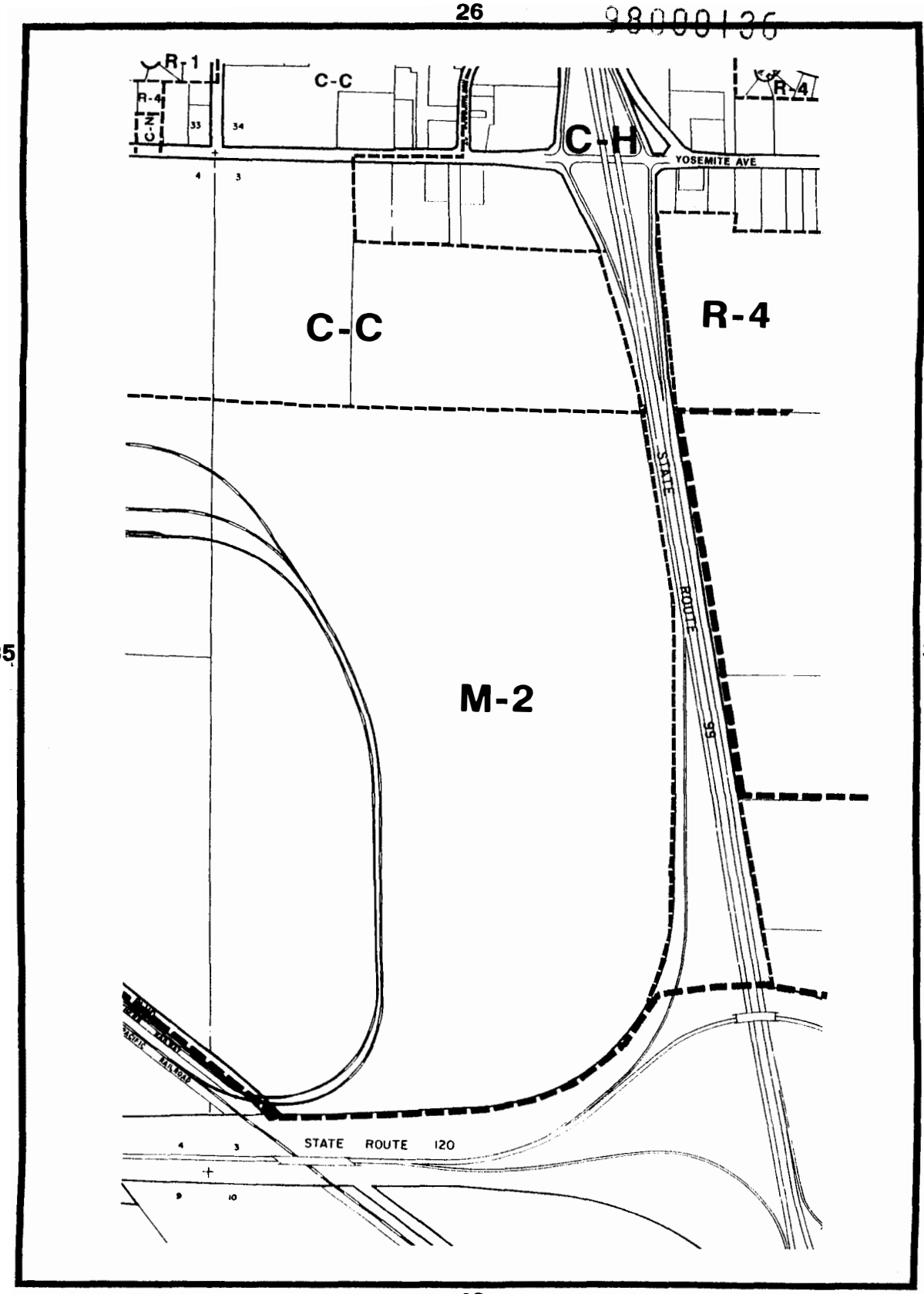

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FEBRUARY, 1992

ZONING MAP SECTION
city of manteca

SUBJECT TO REVISION

209-239-8427

SCALE 0 300 600

REVISION DATE
9-25-92, KMW
4-13-95,KMW

MAP SECTION

36

2

EXHIBIT "D"

Spreckels Park Tentative Map Conditions of Approval

These Conditions of Approval (also "Conditions") to the Spreckels Park Project (Project) are attached and made an exhibit to Tentative Subdivision No. SDJ-96-2. Unless otherwise expressly indicated to the contrary, all of the requirements of these Conditions shall be satisfied prior to Developer's submittal of its application for the final map relating to Subdivision No. SDJ-96-2.

1. Administrative/Miscellaneous:

   (a) Developer shall provide (on the face of the map) topographical information which shall include one-foot (1') contour intervals and benchmark data, and shall be included on the tentative map.

   (b) Developer shall include on the tentative map the location of existing wells and septic systems within the subdivision, noting thereon if they are to be abandoned, removed or used. If abandoned or removed, said wells and/or septic systems shall be abandoned or removed by Developer in accordance with all Health Department standards. If no such wells and/or septic systems exist, a statement on the face of the map shall so indicate.

   (c) Developer shall install, construct and develop (collectively, "construct") all improvements associated with the Project to City Laws. Improvement plans for each phase of on-site development shall be submitted by Developer to the City Engineer for approval with his/her application for each final map.

   (d) Developer shall dedicate easements, requested by the respective utility companies, within the subdivision and shall show said easements on each final map. Developer shall also provide a ten-foot (10') wide public utility easement on all street fronts, except Highway 99, upon approval and recordation of each final map.

   (e) Developer shall remove or abandon in place existing facilities located within the project boundaries and in conflict with the proposed improvements after existing buildings are removed.

   (f) In the event the Developer files multiple final maps, Developer shall submit a preliminary phased plan to the City Public Works Department for review and comment prior to the preparation of each final map. The submittal shall include proposed street names.

   (g) Developer shall comply with the City's Right-to-Farm provisions in the Manteca Municipal Code.

(h) Developer shall contact the local post office for direction regarding the placement of mail receptacles or any other type of mail delivery proposed prior to completion of a final inspection of the first home within each phase of the project.

(i) Developer shall abide by the City's ordinance or ordinances relating to the installation of Cable TV facilities that is/are in effect at the time each Final Map is filed for this project.

(j) Developer shall comply with and participate in the Public Facilities Implementation Plan (PFIP), as required by the Manteca Municipal Code. Developer shall pay all fees and taxes required by the Manteca Municipal Code, including those fees required by City Council Resolution No. R1993-227. The fees shall be paid in the amount that is in effect at the time that the fees become due pursuant to the Manteca Municipal Code and this Agreement. The amount may include, but is not limited to, increases in the fees due to increases in construction costs, due to changes in growth patterns of the City, or due to other unanticipated costs associated with construction of the City's PFIP improvements. Additionally, in recognition of the need for expanded public facilities to meet the demand of cumulative development, including the proposed project, Developer shall comply with and participate in any additional funding mechanisms adopted for the purpose of providing adequate sewer treatment facilities, adequate water distribution facilities, and adequate sewer collection facilities, to serve future development within the City. The funding mechanism shall be adopted for the purpose of allowing the City to provide adequate sewer treatment, sewer collection, and water distribution facilities, and may include, but shall not be limited to, the payment of development fees, the payment of taxes, and the payment of special taxes in connection with community facilities districts. Nothing in this condition shall be interpreted as a limitation on the exercise of the City's police power or taxing power through future legislation or the imposition of development conditions.

(k) Developer shall annex the residential portion of the property to the Manteca Unified School District Community Facilities District No. 1989-2, upon approval and recordation of the final map.

(l) During all construction phases, Developer shall at all times comply with City Laws regarding dust control. Developer shall also comply with San Joaquin Valley Unified Air Pollution Control District Regulation VIII (Fugitive Dust Prohibitions), in an effort to reduce the amount of fine particulate matter (PM_{10}) entrained into the ambient air from man-made sources.

(m) Wood- or pellet-burning manufactured fireplaces, fireplace inserts and stoves installed in the dwellings within the project shall be EPA Phase II certified, approved or exempt.

(n) Developer shall retain professional marketing and brokerage assistance and make his/her best efforts to market the property, also utilizing the San Joaquin Partnership, the City of Manteca, and the developer's staff.

(o) Developer shall abide by City policies and ordinances in effect at the time this development agreement is adopted. If policies and ordinances become less restrictive,

Developer shall have the option to abide by the new ordinances or policies at his/her sole discretion.

(p) City shall work with the Developer to evaluate alternative electricity providers.

(q) Upon Developer's construction and completion of the improvements in the street rights-of-way for each area subject to a Subdivision Map, staff shall recommend to the City Council acceptance of the dedication of and the maintenance responsibility for the streets, utility and service easements, and pedestrian walkways.

(r) Developer shall incorporate any designs and/or architectural and landscape standards as attached as Exhibit D-1, as an appendix to this development agreement.

(s) To the extent allowed by law, the Developer shall make his/her financial statement available to the Redevelopment Agency on a confidential basis (for review by a third party hired by the Agency), if Agency funds are to be used.

(t) Whenever Developer is entitled to receive credits and/or reimbursements as outlined in this Agreement, the form of repayment (whether credit or reimbursement) shall be at the City's sole discretion.

2. Streets:

(a) Developer shall widen Yosemite Avenue to attain a right-of-way width of eighty-four feet (84') from east of the project to State Route 99. Dedication of the project's frontage right-of-way shall be made upon approval and recordation of the first final map for the respective phases. The frontage adjacent to the residential property shall be widened prior to the completion of a final inspection for the first residential unit. All remaining Yosemite Avenue improvements shall be completed prior to the completion of a final inspection for the first commercial unit. Developer shall ensure that a minimum one-thousand foot (1,000') centerline radius reverse curve is provided along Yosemite Avenue, east of Mylnar Avenue. Developer shall widen Yosemite Avenue along the project frontage to ultimately provide an additional through lane in each direction. Developer shall construct the additional eastbound lane prior to the completion of a final inspection for the first phase of development adjacent to Yosemite Avenue, whether residential or commercial.

(b) No development on residential lots that back onto Yosemite Avenue and Powers Avenue shall access Yosemite Avenue and Powers Avenue.

(c) Developer shall design and construct all required streets fronting and within this Project using the following traffic indices:

Yosemite Avenue	9.0
Spreckels Avenue	9.0
60' rights-of-way (residential)	5.0

50' rights-of-way (residential)	4.5
Cul-de-sacs (residential)	4.0

Developer shall take soils R-Value tests in the vicinity of the following locations: (1) Southeast corner of Powers Avenue and Yosemite Avenue; (2) Southwest corner of Yosemite Avenue and Spreckels Avenue; (3) Frontage of Lot 180; (4) Frontage of Lot 182; (5) Southeast corner of Moffat Boulevard and Spreckels Avenue. Developer shall submit a report to the City Engineer with calculations determining the street structural design. Developer shall ensure that street structural design shall be in conformance with Resolution No. R-5633, "Street Structural Design Policy."

(d) Developer shall install all street lights to City Laws enabling the street lighting system to be placed on the PG&E LS-2C energy rate schedule prior to completion of a final inspection of the first home within the subdivision.

(e) Developer shall remove the existing curb and gutter along Powers Avenue, extending from Yosemite Avenue to the southwest boundary of Parcel "A." Developer shall install new vertical curb, gutter and nine and one-half foot (9 1/2') sidewalk, with a driveway entrance at the fire station's parking lot. This driveway access shall be the transition point from the nine and one-half foot (9 1/2') sidewalk to the existing three and one-half foot (3 1/2') sidewalk, just north of the fire station. Developer shall construct these improvements to City Standards, to include treewells, trees and irrigation system, prior to the issuance of any building permits for the phase of the development adjacent to Powers Avenue. Developer shall dedicate additional right-of-way required for the expanded sidewalk.

(f) Developer shall install vertical curb, gutter, nine and one-half foot (9 1/2') sidewalk with treewells, trees and irrigation system along the Yosemite Avenue frontage, as provided for in Condition 2(a).

(g) Developer shall install vertical curb, gutter, nine and one-half foot (9 1/2') sidewalk with treewells, trees and irrigation system along both sides of the street on the Spreckels Avenue commercial frontages, prior to the issuance of any building permits for the phase of the development adjacent to that portion of Spreckels Avenue.

(h) Developer shall install vertical curb, gutter, and a minimum four and one-half foot (4 1/2') sidewalk along the Moffat Boulevard frontage, prior to the issuance of any building permit for the phase of the development adjacent to Moffat Boulevard.

(i) Developer shall remove the existing railroad facilities in Moffat Boulevard that will not serve development within the Spreckels subdivision. These facilities shall be removed prior the issuance of any building permits for the phase of the development adjacent to Moffat Boulevard.

(j) Developer shall relocate or modify existing, or install new traffic signals at the intersection of Powers Avenue and Yosemite Avenue as required by the City Engineer. As part of these

traffic modifications, Developer shall re-stripe the section of Powers Avenue between Yosemite Avenue and the collector road to provide a center turn lane. These improvements shall be completed prior to the issuance of any building permits for the phase of the development adjacent to this intersection.

(k) Developer shall relocate or modify existing, or install new traffic signals at the intersection of Yosemite Avenue and Cottage Avenue as required by the City Engineer. These improvements shall be completed prior to the issuance of any building permits for the phase of the development adjacent to this intersection.

(l) Spreckels Avenue is proposed to be constructed from Yosemite Avenue to Moffat Boulevard, connecting to the extension of Industrial Park Drive. The existing Spreckels Road will eventually tie into the extended Industrial Park Drive. City shall amend the PFIP to include the cost for acquisition and construction of these improvements.

(m)Developer shall construct a Class 2 or better bicycle route on Spreckels Avenue from Moffat Boulevard to Yosemite Avenue, concurrent with street construction in the area.

(n) Developer shall construct to "All Weather Road" standard all stub streets over three-hundred feet (300') in length to provide a fifty-foot (50') radius turnaround at the end of the stub street prior to issuance of any building permits for the phases of the development adjacent to these streets.

(o) Developer shall follow street names as shown on the first tentative map.

(p) Developer shall construct all streets within each phase of development to City Laws prior to City's acceptance of subdivision improvements. Developer shall construct all streets within each phase of development to an "All Weather Road" standard prior to issuance of any building permits for the phases of the development adjacent to these streets.

(q) Developer shall construct Spreckels Avenue to achieve an ultimate one-hundred thirty-foot (130') right-of-way, as per Developer's request. Note that for traffic considerations, only an eighty-four foot (84') right-of-way is needed. City shall amend the PFIP to include the construction of Spreckels Avenue to an eighty-foot foot (84') right-of-way. Developer shall not be entitled to receive credits against his/her own PFIP fees for the actual cost of right-of-way, design, construction and other allowable expenses of constructing this improvement with the context of an eighty-four foot (84') right-of-way. Spreckels Avenue shall be constructed within the project to include a five (5)-lane section with two lanes in each direction and a center two-way left-turn lane, as shown on the first tentative map. Spreckels Avenue shall meet an "All Weather Road" standard prior to the issuance of any building permits for those phases of the development adjacent to Spreckels Avenue. Developer shall construct Spreckels Avenue as the various phases of this project are developed. Developer shall install arterial street trees and drought-tolerant landscaping in accordance with an approved landscape plan. Irrigation for trees on backup walls shall be provided per City of

Manteca Standards in effect at time of the effective date of this development agreement. Improvements shall be in accordance with a landscape plan and approved by the City.

(r) Developer shall pay for the formation of a Mello-Roos District, Landscape and Lighting District or other Financing Mechanism to pay for the maintenance of the parkway/greenbelt area and other improvements listed in Condition 2(q) along the public right-of-way along Spreckels Avenue, and improvements listed in Conditions 5(c) and 5(d) for the 10-acre basin. The District boundaries shall only include non-residential property. Developer shall pay all of the costs of the formation of the District or other Financing Mechanism. The City shall accept dedication and maintenance in accordance with City Laws only after the District or other Financing Mechanism has been formed and Developer has paid all of the costs of such formation, or has entered into another payment agreement satisfactory to the City. Developer shall be responsible for the installation of street trees and construction of utility improvements along the parkway/greenbelt.

(s) Developer shall obtain appropriate encroachment permit(s) for any work required within the San Joaquin County and Caltrans right-of-way.

(t) Developer shall construct all fifty-foot (50') right-of-way streets to include a minimum centerline radius of two-hundred fifty feet (250') to "All Weather Road" standards, prior to issuance of any building permits for the phases of the development adjacent to these streets.

(u) Developer shall widen the northbound approach to the Yosemite Avenue/Cottage Avenue intersection to provide two exclusive left-turn lanes, one through lane, and one exclusive right-turn lane. The widening shall also provide one exclusive eastbound-to-southbound right-turn pocket, at least 200 feet long (excluding taper length). These improvements shall be made prior to the completion of a final inspection for the first unit adjacent to this intersection.

(v) Developer shall install a traffic signal at the intersection of Moffat Boulevard and Spreckels Avenue with the phase of development that includes construction of this intersection. The design and installation of the signal shall include the following:

(1) Developer shall incorporate the railroad pre-emption in order to provide safe interaction with the Union Pacific Railroad tracks crossing the south leg of the intersection;

(2) Developer shall design the southbound Spreckels Avenue approach with two exclusive left-turn lanes, one exclusive through lane, and one shared through and right-turn lane; and

(3) Developer shall design the northbound approach with one exclusive left-turn lane, one exclusive through lane, and one shared through and right-turn lane.

(4) Developer shall receive PFIP fee credits and/or reimbursements for these improvements, as funds are available.

(w) Access to Moffat Boulevard shall be restricted to the Spreckels Avenue intersection plus two additional locations, to be approved by the City.

(x) Developer shall align the first business access on the west side of Spreckels Avenue and the commercial entrance on the east side of Spreckels Avenue to allow safe-turning movements and cross-flow prior the completion of a final inspection in that phase. As an alternative to aligning these entrances, the entrances may be separated by an adequate distance, as determined by the City.

(y) Developer shall align Spreckels Avenue with Cottage Avenue to ensure safe north-south vehicular cross-flow and provide adequate clearance for simultaneous northbound and southbound left turns, prior to the completion of a final inspection for the first phase adjacent to this intersection.

3. Sanitary Sewer:

(a) Developer shall prepare a comprehensive master sewer plan for the entire commercial area from Powers Avenue easterly to State Highway 99, with supporting calculations. Developer shall submit the plan to the Public Works Department for review and approval prior to the submittal of the first final improvement plans.

(b) Developer shall be permitted to provide sewer service to the Project utilizing one of the two following options:

(1) The Project shall be permitted to discharge sewage to an existing twelve-inch (12") sanitary sewer main in Powers Avenue, which flows south from Marin Street. The Developer shall also construct all improvements, including, but not limited to, pump station and force main to sewer main, if required, at Spreckels Avenue, and other improvements as necessary, subject to City approval, which shall not unreasonably be withheld.

(2) The Project shall be permitted to construct the future "Spreckels Sanitary Sewer Lateral," which will extend from this project to the future south sewer trunk in Woodward Avenue, subject to City approval, which shall not unreasonably be withheld. The lateral would connect to the proposed regional sewer collection facility, including the installation of a pump station and force main capable of providing twenty-seven hundred (2,700) dwelling unit equivalents. This facility is described in the First Amendment to the Agreement to Fund the Construction of a Force Sewer Main and Pump Station, approved by the Manteca City Council on June 16, 1997 (attached as Exhibit D-2). The cost of these improvements shall be PFIP reimbursable through payments or credits.

The Developer shall submit calculations to the City verifying that the capacity of the existing sanitary sewer main from Marin Street to the Union Road lift station, including the Union Road lift station, is not exceeded by flows from this project. If there is not sufficient capacity

available for this project, Developer may be required to participate in modifications to this sanitary sewer lift station. The twenty-four-inch (24") sewer main in Wawona Street has limited remaining capacity equivalent to 0.2 million (200,000) gallons per day (mgd) average dry weather flow. Developer shall direct all sanitary sewer flows exceeding capacity in said lines and lift station south to the south sewer trunk in Woodward Avenue or alternate supported by capacity calculations and approved by the City Engineer and City Council.

4. Water:

(a) Developer shall install any missing sixteen-inch (16") water main along Powers Avenue and Yosemite Avenue connecting to the existing water main in Powers Avenue at Marin Street and the sixteen-inch (16") main in Yosemite Avenue at Northwoods Avenue. The water main shall be constructed in accordance with the City's Master Water Plan, prior to the issuance of any building permits. Developer shall be entitled to receive credits and/or reimbursements for the installation of this water main, consistent with the City's Public Facilities Implementation Plan (PFIP).

(b) Developer shall be entitled to construct no more than one hundred (100) residential units, or thirty-three (33) acres of commercial or industrial property, prior to the completion of Well No. 19. This new well is currently under construction, adjacent to the Spreckels subdivision.

(c) Developer shall abandon any existing well(s) on the property that will are not approved by the City and the State Department of Health for use of any type, in accordance with San Joaquin County Department of Health requirements, prior to the acceptance of the subdivision improvements within the appropriate phase of development.

(d) Developer shall dedicate a well site to the City upon approval and recordation of the first final map for the industrial portion of this subdivision. The size of the well site shall be a minimum of sixty feet (60') by seventy feet (70') feet and shall be located a minimum of fifty feet (50') from any sewer or storm drain piping or facility. When the City determines that an additional water supply is needed to provide adequate fire and domestic water supply, Developer shall drill a test well in accordance with City Laws providing an "E" Log to verify the existence of a minimum fifteen hundred (1,500) gallons per minute water supply. Developer shall also provide water quality reports indicating that all current California Department of Health Title 22 Domestic Water Quality Monitoring Regulation levels can be met. Developer shall submit the required reports (water sample test results) to the Public Works Department. If the site chosen for the well does not meet the capacity or quality requirements, then Developer shall provide alternate sites and redrill and retest as required above until a suitable site is found. If the immediate groundwater supply proves to be substandard, Developer shall pay for and the City shall design and construct on-site storage and pumping facilities to be located on a site dedicated by the Developer and approved by the City. The City shall design and construct a well at this site, with related improvements. In the event sufficient funds are not available at such time as the well and related improvements are needed, Developer shall pay for and the City shall design and construct these facilities.

Developer shall receive reimbursement for payment of design and construction of these facilities in accordance with the PFIP.

(e) Developer shall fund the linkage of the well in Condition 4(d) to the existing City system pursuant to City direction.

(f) Developer shall provide an adequate water supply to meet both domestic and fire demands for this project in the manner prescribed by the City Council as of the effective date of the development agreement.

(g) Developer shall install dead-end water mains with a minimum eight-inch (8") diameter pipe, prior to issuance of any building permits.

5. Storm Drainage:

(a) In compliance with the City's Storm Drain Master Plan, Developer shall construct a four-point-four (4.4)-acre retention basin/park capable of providing full retention without discharge for the commercial and residential portions of the Spreckels subdivision. Developer shall direct storm water from the southerly two-hundred sixty-two (262) acres of this subdivision to the South San Joaquin Irrigation District's (SSJID) Drain No. 7. Developer shall direct storm water from the northerly one-hundred (100) acres of this subdivision to the basin/park, which shall then be pumped into SSJID's Drain No. 4. Developer may be required to construct downstream controls to limit storm drain discharge. Off-peak discharge shall be required so as to not aggravate existing downstream drainage problems. Improvements shall be completed prior to the completion of a final inspection on the first residential structure.

(b) Developer shall construct the basin/park, required in Condition 5(a) with a maximum side slope of 8 to 1 (horizontal to vertical) and the bottom elevations shall be a minimum of two feet (2') above the existing groundwater elevation with a maximum water depth of five feet (5'). The bottom of the basins shall have a one percent (1%) minimum slope to the low points of the basin. Developer shall be allowed to design the slopes to exceed 8 to 1, but no steeper than 6 to 1, at locations adjacent to the play area and changes in slope alignment (turns). Straight slopes shall remain at 8 to 1.

(c) Developer shall also construct a ten (10)-acre storm drainage basin in the industrial area, to be maintained by the non-residential and non-commercial portions of the project. Developer shall be allowed to operate this basin as a percolation basin, subject to Storm Drain Master Plan requirements (as amended), until such time as fifty percent (50%) of the runoff area is developed. At that time, developer shall be required to discharge storm water to Drain No. 7. Maintenance of this basin shall be included in the Mello-Roos District or other Financing Mechanism that is established as outlined in Condition 2(r). Improvements shall be completed prior to the completion of a final inspection on the first non-residential or non-commercial structure.

(d) Developer shall construct the basin, required in Conditions 5(c) with a maximum side slope of 6 to 1 (horizontal to vertical) and the bottom elevations shall be a minimum of two feet (2') above the existing groundwater elevation with a maximum water depth of five feet (5'). The bottom of the basins shall have a one percent (1/2%) minimum slope to the low points of the basin. Developer shall submit for City approval a landscape plan to serve as a dust control measure, with entry landscaping to Spreckels Park.

(e) The basin/park required in Condition 5(a) shall be designed in accordance with City (Public Works and Parks and Recreation Department)-approved design criteria. Developer shall design the basin discharge facilities required in Conditions 5(a) and 5(c) as a controlled pump discharge allowing discharge only when capacity in the Drain No. 4 and Drain No. 7 systems is available. Developer shall construct a control station for each basin to be placed downstream, at a location to be determined by the City, which will provide telemetric control for the pump discharge. Telemetry shall include installation of hardware to interface with the City's "Supervisory Control and Data Acquisition" (SCADA) system.

(f) Developer shall design, construct and dedicate to the City of Manteca storm drain basins/ parks designed in accordance with Conditions Nos. 5(a), 5(b), 5(c), 5(d) and 5(e). Developer shall bear all improvement costs of the 10-acre basin and the 4.4-acre basin and park. The storm drainage improvements for the 4.4-acre basin may, at City's discretion, without limitation, include any or all of the following, but not be limited to: basin grading, pump station and appurtenances, curbs, gutters, sidewalks, street trees, street paving, installation of an irrigation system with automatic controllers, park trees, and seeding of the basin lawn. The storm drainage basin improvements for the 10-acre basin shall be limited to basin grading, pump station and appurtenances, curbs, gutters, street paving, irrigation system and seeding of the basin lawn. The park improvements for the 4.4-acre site shall be limited to the improvements listed in the attached Exhibit D-3. Developer shall not be required to pay current or future neighborhood park fees for the residential portion of the project, but shall also not be reimbursed for the cost of these improvements.

(g) Developer shall submit a preliminary storm drain plan to the City Engineer for approval prior to submittal of final improvement plans. Developer shall also provide calculations for peak storm drain flows, total runoff, pipe sizes, retention basin volume, and groundwater depth. All design shall be in accordance with the City of Manteca Master Storm Drainage Plan.

(h) Prior to this development discharging into SSJID Drain No. 7, Developer may be required to construct downstream improvements, in accordance with City Laws, including the Storm Drain Master Plan. 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.

(i) Developer shall not allow direct drainage of street runoff into Drain No. 4 or No. 7 without the storm water first being transmitted to a retention basin.

(j) Developer shall construct all storm drain piping within the paved street area, with the exception of Drain No. 4 east of Spreckels Avenue, prior to paving the streets.

(k) Developer shall extend Drain No. 4 easterly, within a thirty-foot (30')-wide easement granted by the property owner, through the site to pick up drainage from SSJID's Lateral "Tc" and Drain No. 4 at State Highway Route 99, prior to the issuance of any building permits in that phase of development. Developer shall be entitled to reimbursement for the construction of these facilities. Developer shall also replace the present Drain No. 4 piping through the project and crossing Powers Avenue with new reinforced concrete pipe with rubber gaskets or alternate as approved by the City Engineer, prior to the issuance of any building permits for the phases of the development adjacent to the piping. Developer shall include the installation of manholes as required by the City.

(l) Developer shall extend Drain No. 7 to serve the 10-acre basin, and shall receive PFIP credits and/or reimbursements, as funds are available. These improvements shall be constructed when the designed contributing area exceeds fifty percent (50%).

(m) Prior to construction activity on projects five (5) acres or more in size, 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
P.O. Box 1977
Sacramento, CA 95812-1977
Attn: Storm Water Permitting Section

(n) Developer shall be responsible for contacting the SSJID to determine the SSJID's requirements regarding SSJID's facilities.

(o) At a minimum, Developer shall construct or cause to be constructed all SSJID irrigation and drainage facilities within the street rights-of-way of reinforced concrete pipe with rubber gaskets, prior to issuance of any building permits.

(p) Developer shall conform to the SSJID's current policy relative to storm water, for the disposal of storm water that will ultimately discharge into the SSJID's facilities. Developer shall provide all hydraulic calculations and plans for SSJID facilities to SSJID for review and approval.

(q) Developer shall replace all SSJID facilities (irrigation and drainage) within development with rubber gasket-reinforced concrete pipeline and relocate such facilities, if determined by SSJID to be necessary, to appropriate locations as approved by the SSJID, prior to completion of a final inspection of the first home within the subdivision. Further, Developer shall provide the SSJID with hydraulic calculations to determine pipe size for any design

changes or relocations that are proposed on SSJID facilities. Additionally, Developer shall relocate all control box structures to appropriate locations.

(r) Developer shall provide irrigation service abandonments and removal of structures within each phase of development for property no longer requiring irrigation service, prior to issuance of any building permits. However, SSJID facilities within 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 SSJID approval. This condition pertains more specifically to Lateral "Tc" and Drain No. 4. Developer shall make provisions to accept drainage water provided by these facilities as required by the City and/or the SSJID as a condition of abandonment. In the event these facilities are abandoned, developer shall execute the necessary documents and agreements to provide for the abandonment of these structures serving the property and to obtain title for existing irrigation and drain fee-owned rights of way, upon approval and recordation of the final map.

(s) All improvements by Developer to SSJID facilities shall comply with the SSJID's current standards, drawings, and policies. For each phase of the project, Developer shall enter into all necessary agreements, permits, etc., required by SSJID for construction of SSJID facilities, prior to issuance of any building permits.

(t) Developer shall submit improvement plans for both off-site and on-site SSJID facilities for review and approval by the SSJID Board of Directors, upon approval and recordation of a final map. Prior to plan submittal, developer shall submit a retainer to the SSJID for plan check and inspections required for the project in accordance with the current established fee schedule.

(u) Developer shall dedicate easements for all SSJID facilities on current SSJID forms upon approval and recordation of the final map. Additional easements shall be dedicated for access to all manholes and control structures. Developer shall show all SSJID easements on the final map, together with the SSJID's standard acknowledgment. Easements for pipelines shall be a minimum of thirty feet (30') in width.

(v) Upon completion of the Project, Developer shall provide one complete set of "As-Built" drawings to the SSJID for its future use.

(w) Developer shall affix or otherwise include with the approved development plans, the following statement: "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. 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."

6. Fencing Requirements:

(a) Developer shall construct a minimum seven-foot (7') high masonry soundwall along the Powers Avenue and Yosemite Avenue rights-of-way adjacent to the residential area, prior to the issuance of any building permits for the phases of the development adjacent to Powers and Yosemite Avenues. The City shall approve wall color, texture and design.

(b) Developer shall construct a minimum eight-foot (8') high masonry soundwall along the back of those residential lots backing up to the industrial and commercial properties, on the eastern end of Parcel "A" at the fire station, the north side of the Fire Station lot, and along the eastern end of the fire station lot, prior to the issuance of any building permits for the phase of the development adjacent to Powers Avenue. This wall shall be similar to the one to be constructed along Powers Avenue. The City shall approve wall color, texture and design.

(c) Developer shall construct a minimum six-foot (6') high chain link fence along the right-of-way of State Highways 99 and 120, where none exists, prior to the issuance of any building permits for the phase of the development adjacent to these highways. Developer shall repair any existing chain link fencing that is in need of repair.

(d) Developer shall construct a minimum six-foot (6') high chain link fence from building setback line to building setback line for all stub streets to undeveloped land, prior to completion of a final inspection of the first home within those phases of the development adjacent to these stub streets.

(e) In the residential area, Developer shall construct all Project fencing at the perimeter of each phase of the subdivision in accord with City Laws (particularly Manteca Public Works Department requirements), prior to completion of a final inspection of the first home within the subdivision. Developer shall measure all fencing and wall heights from the high side. The City shall approve wall color, texture and design. The wall height shall step down to forty-two inches (42") high in the front building setback areas.

(f) Developer shall construct a minimum six-foot (6') high wood fence along the rear and side yard perimeter of each residential lot, prior to completion of a final inspection of each home within the subdivision, except within street setback areas, where fencing height shall be a maximum forty-two inches (42").

7. Fire:

(a) Developer shall construct fire hydrants for each phase of development according to City Laws in various locations, prior to issuance of a building permit. Developer shall submit proposed locations for fire hydrants for review and approval, upon submittal of the final map for each phase.

(b) Developer shall have all fire protection water mains and fire hydrants installed and accepted by the City, prior to the issuance of any building permits. Developer shall consult with the City's Fire Prevention Division relative to specific locations.

(c) Developer shall dedicate and improve, at no cost to the City, Parcel "A." Improvements provided by the developer shall include the following:

(1) Parcel to be graded to elevation of surrounding property; and

(2) Street improvements, including curbs, gutters, sidewalks, fences, and paving adjacent to the site.

98000136

EXHIBIT "D-1"

SPRECKELS PARK
INDUSTRIAL DESIGN / ARCHITECTURAL
and LANDSCAPE STANDARDS

The following standards are meant to augment the City of Manteca Standards of Title 17, City Zoning Standard and Subdivision Ordinance.

98000136

SPRECKELS PARK INDUSTRIAL / BUSINESS INDUSTRIAL PARK
DESIGN GUIDELINES

1. LAND USE

The following sections specify the range of land uses that are allowed within the Industrial Areas of Spreckels Park boundaries.

1.1 Business/Industrial Park (BIP)

The primary purpose of the BIP district is to provide for professional and administrative offices, medical and dental offices, laboratories, financial institutions, warehouses, distribution centers, light manufacturing, public and quasi-public uses, and similar and compatible uses; to promote a business, industry and research area which is not dependent on rail transport and does not require outdoor storage; and to foster and encourage development of specialized manufacturing and research institutions. It is intended that the BIP district be characterized by high standards of cleanliness, quiet, open space and design quality, and that it not be devoted to retail commercial or service uses.

Permitted Uses

Subject to compliance with the City of Manteca Environmental and Zoning requirements and Environmental Reform standards, the following uses are permitted:

(a) Laboratories, including chemical, physical material testing, electronic, agriculture, photographic film processing and general research.

(b) Administrative, executive, research offices.

(c) Manufacturing, repair, assembly or packaging of products from previously prepared materials, such as cloth, plastic, leather, or semi-precious metals or stones, but not including such operations as saw or planing mills, any manufacturing uses involving primary production of wood, metal, or chemical products from raw materials.

(d) Manufacture, repair of optical electronic, timing and measuring instruments.

(e) Manufacture, repair of industrial, communication, transportation and utility equipment.

(f) Manufacture, of food products, pharmaceuticals, biotechnology products and the like, but not including fish or meat products, sauerkraut, vinegar, or the like, or rendering or refining of fats and oils.

(g) Warehousing and distribution facilities.

(h) Agricultural, except raising of fowl and animals for commercial purposes and except for sale of any products at retail on the premises.

(i) Machine Shops.

(j) Electrical industrial apparatus manufacturing, service, and repairs, including motors, generators, welding equipment, electrical transmission and distribution equipment, and turbines and pumps.

(k) Heating equipment manufacturing, servicing, and repairs.

(l) Furniture and cabinet assembling whose activities are carried on entirely within an enclosed building and which have no construction yards on the lot.

(m) Parcel delivery service and vehicle storage inside and outside the building. Outside vehicle storage must be screened from view from streets within the project area.

(n) Refrigerator, furnace, water heater, and other household appliance manufacturing, service and repairs.

(o) Truck Terminals.

(p) Equipment Storage.

Conditionally Permitted Uses

In addition to the general findings required by Sec. 17.37.030, the decision making authority may approve or conditionally approve an application for a use permit if it finds the following: 1) Requirements of the proposed use for sewer allocation will not restrict the City's ability to plan for, or accommodate orderly growth and development in the community as a whole; and, 2) All non-residential sewer generators shall comply with Section 13.2, "Industrial Wastes" of the Manteca Municipal Code. The following uses will require a Conditional Use Permit.

(a) Wholesale trade businesses.

(b) Consumer and business services.

(c) Repair of automotive, motorcycle and farm machinery.

(d) Intermediate manufacturing uses involving the processing of raw materials, including food and paper processing, wineries, concrete mixers.

(e) Any use which will require a sewer allocation in excess of 3,000 gallons per acre

per day for Industrial and 2,000 gallons per acre per day for Office-Professional.

Prohibited Uses

The following uses are not allowed within a BIP Zone boundary:

(a) Residential of any type.

(b) Junk or auto wrecking yards.

(c) Petroleum storage yards.

(d) Mining and quarrying.

(e) Very heavy industrial uses, including but not limited to blast furnaces, cement factories, distillation of bones, stockyards, slaughtering houses, smelting, tanneries, rock crushers or rubber factories and other uses of manufacturing or processing nature requiring the importation of substantial bulk or raw materials to the site. A determination of whether or not a proposed use not explicitly identified in this paragraph is classified as a prohibited use would be made by the Planning Commission, subject to City Council appeal.

(f) Dumping, disposal, incineration or reduction of garbage, sewage, or refuse.

1.2 Heavy Industrial Zone (M-2)

The primary purpose of the M-2 district is to provide areas appropriate for activities likely to have significant heavy truck traffic or potentially objectionable noise, odor or visual impacts.

Permitted Uses

Subject to compliance with the Environmental Performance Standards, the following uses are permitted:

(a) Those uses permitted and conditionally permitted in the BIP Zone.

(b) Light and Heavy Industrial Uses listed in M-1 and M-2 of the City of Manteca Zoning Ordinance Section 17.07.

1.3 Industrial Design Review Overlay Zone

In areas with a BIP Designation within 300 feet of a residential area, an overlay zone is applied to require additional design review at the time a Building Permit application is submitted. The intent of this overlay zone is to ensure adequate buffering of the residences from heavy

industrial or other incompatible users. Criteria for plan review would include:

(a) landscaping to provide visual screening and enhance residential character.

(b) proper screening of loading and parking areas,

(c) minimal outdoor lighting and,

(d) low noise levels.

(e) design treatment to minimize potential conflicts with residential uses resulting from physical characteristics or activities associated with the proposed use.

2. ENVIRONMENTAL STANDARDS

No use shall be permitted to exist or operate on any lot which:

(a) Emits dust, sweepings, dirt, cinders, fumes, odors, radiation, gases and vapors, or discharges liquid or solid wastes or other harmful matter into the atmosphere or any body of water which may, according to the appropriate agency, adversely affect:

(i) the health and safety of persons within the area, or
(ii) the health and safety of persons in adjacent areas, or
(iii) the use of adjacent properties.

(b) Discharge waste or any harmful substance as defined by the Director of Public Works, into any public sewer or storm drainage system.

(c) Produces intense glare or heat, unless such use is performed only within an enclosed or screened area, and then only in such manner that the glare or heat emitted will not be discernible from any exterior lot line.

(d) Creates a sound pressure level in violation of any regulation of any public body having jurisdiction. This requirement shall also be applicable to the disposal of trash and waste materials.

(e) Allows the visible emissions of smoke (outside any building) other than the exhausts emitted by motor vehicles or other transportation facilities. This requirement shall also be applicable to the disposal of trash and waste materials.

(f) Creates a ground vibration that is perceptible, without instruments, at any point along any of the exterior lot lines.

2.1 Hazardous Wastes and Water Pollutants.

(a) All new industries locating within Spreckels Park will be required to obtain approval from the director of Public Works prior to occupancy. This approval shall establish the amount and quality of wastes allowed to be discharged into the City's sanitary sewer.

(b) The quality of wastewater entering the City sewage system from proposed uses shall be measured by the Biochemical Oxygen Demand (BOD) and Total suspended Solids (TSS) levels referenced in the local Water Quality Control Board 208 Plan. Users that are not expected to comply with these standards will be required to provide on-site pretreatment facilities.

(c) The storage and distribution of hazardous materials shall be subject to the rules of the San Joaquin County Health District.

(d) Industries regularly using significant quantities of hazardous chemicals in the course of their operations shall be required to obtain a Conditional Use Permit.

3. DEVELOPMENT GUIDELINES

The development guidelines discussed in this section pertain to on-site improvements.

3.1 Site Requirements

(a) Minimum Lot Size: 20,000 Square Feet

(b) Building Coverage, Height and Setbacks

	Front Setback to Bldg.	Front Setback to Parking	Side Setback to Bldg.	Rear Setback to Bldg.	Max. Bldg. Coverage of Land	Max. Bldg. Height
BIP - 1 Story	40 ft.	15 ft.	20 ft.	10 ft.	50%	35 ft.*
BIP - 2 Story	50 ft.	15 ft.	20 ft.	10 ft.	40%	35 ft.*
M-2	25 ft.	15 ft.	10 ft.	25 ft.	N/A	N/A

* Any building proposed to exceed 35 feet in height may be approved, provided the location, design and materials will maintain the privacy, light and air of nearby residential parcels and will be compatible with existing commercial and industrial buildings and parcels.

they recede from the street and are compatible with the heights of adjacent uses across adjoining property lines.

(d) Where industrial uses are located across adjoining property lines from residential uses, heights and setbacks shall be the same as front yard setbacks.

(e) Where a Residential use abuts an Industrial use, a Conditional Use permit and design review shall be required to ensure provision of adequate buffers. Where residences will abut industrial uses, soundwalls, screening, larger setbacks, and height limitations should be required, as needed, as buffers or abutting use impact mitigation measures. Such residential development buffers or mitigation measures must at minimum be consistent with the requirements of the General Plan, this plan, and Zoning Ordinances governing the abutment of residential and commercial or industrial uses. Improvements to reduce interference between uses shall be provided by the non-residential use, rather than the residential use.

(f) A five (5) foot wide landscaped buffer is required adjacent to property lines in order to provide landscaping that gives variety to straight fence lines, large expanses of asphalt and other hard surfaces, especially where these areas are visible from the public right-of-way. On industrial or warehouse and distribution sites this requirement will apply for property lines that are perpendicular to public streets. The landscaped buffer on these property lines will be required to a point 150 feet onto the parcel from the street right-of-way (see Figure A).

3.2 Parking, Loading Areas, On-Site Circulation

(a) Parking shall not be permitted on any street or drive, or any place other than parking areas located on building sites.

(b) Parking areas should be easily accessible from the street so that circulation to parking areas does not interfere with other site activities.

(c) Visitor and handicapped parking should be located at the entrance of the building and be clearly marked.

(d) Minimum Off-Street Parking Standards shall be consistent with Section 17.15, Parking and Loading, City of Manteca Zoning Ordinance, both for the amount and design of parking.

(e) Parking areas shall be screened from public streets by means of landscaping berms and/or walls, solid evergreen shrubbery or fences. Minimum height of the screening shall be two (2) feet, six (6) inches.

(f) Concrete curbs or sidewalks shall be installed around all landscaped areas to contain and protect plant materials.

(g) Full curb returns (as opposed to a standard driveway) shall be utilized for entries to all sites of over ten (10) acres in size or for common driveways that serve two (2) adjacent sites that together total more than ten (10) acres.

(h) Ganged driveways which serve two adjacent sites will be required to install landscaped islands along parking adjacent to the gang driveway an a landscape zone at the end of the common drive will act as a terminus to the view line down the ganged driveway (see Figure B).

(i) No loading area shall be located within twenty-five (25) feet of residential property.

(j) Truck or rail loading shall not be permitted between the building and the street, unless the buildings are set back from the curb a minimum of 125 feet and doors are screened by berms and/or fences, and landscaping is provided as provided in Section 3.4 below.

(k) All parking areas and drives shall be properly illuminated at the level of one foot candle or such greater level as may reasonably be required for areas subject to heavy night-time vehicular traffic. All parking areas shall be maintained for safe operation of vehicles and to present a sightly and well-kept appearance.

3.3 Building Architecture

(a) Architectural style of new industrial buildings should have a contemporary appearance but utilizing elements which complement the existing character of Manteca. This will mean relating to the relatively small scale of adjacent structures and incorporating such elements as variation in textures and materials in the design of elements facing the public street.

(b) Metal buildings shall only be allowed only to the extent that the industrial nature of the use mandates this type of construction. Such buildings shall be subject to design review to determine if metal buildings are appropriate, in which case surface treatment to the office portions of such structures facing the public street shall be required.

(c) Office building construction and design shall be used to create a structure with substantially equally attractive sides of high quality, rather than placing all emphasis on the front elevation of the structure and neglecting or downgrading the aesthetic appeal of the side elevations of the structure. Any accessory buildings and enclosures, whether attached to or detached from, the main building shall be of similar compatible design and materials.

(d) Large buildings should have facades that include variations in form and texture.

Continuous surface treatments of a single material should be minimized. In the event that this is done, textural changes or relief techniques are encouraged.

(e) Where an industrial area abuts a residential neighborhood, abrupt scale changes should not be allowed. The transition from residential to industrial should be gradual - starting with smaller, less intensive uses near the residential with the largest and most intensive uses farthest from the residential.

3.4 On-site Landscaping

(a) All on-site landscaping requirements are in addition to the landscaping requirements discussed in the Landscape Zone Design requirements.

(b) On-site landscaping along arterials between the property line and the building, parking lot or vehicular maneuvering or circulation improvements shall be installed and maintained by the property owner. These improvements shall be designed as an extension of the adjacent public arterial landscaping.

(c) Perimeter landscaping is required adjacent to street frontages. These perimeter areas should include trees, shrubs, and ground cover. Landscaped berms are encouraged to soften the transition between street and parking lot.

(d) Landscaping is required in the zone between office buildings and parking along street frontages. The total landscaped zone shall be a minimum of fifteen (15) feet measured from face of curb to face of building. Up to five (5) feet of this zone may be taken up by a sidewalk.

(e) Completion of the landscaping on site is encouraged to be simultaneous with completion of the building and other improvements on the site.

(f) Landscaping shall not obstruct sight lines at street or driveway intersections.

(g) As stated above in (b), a mixture of tree, shrubs and groundcovers is required in any landscape area. Toward this end at least one (1) tree shall be provided for each 2,000 square feet of landscaped area between buildings and street property lines. Trees must be a minimum of fifteen (15) gallon size at planting.

(h) Reasonable access through landscaping shall be provided to public and private utility lines and easements for installation and repair.

(i) Both perimeter and interior landscaping shall include canopy-type trees. The location and spacing of trees is dependent on the type of tree used, but the effect should be a consistent tree cover which will provide shade. Generally on office sites, a tree should be installed for every five (5) to eight (8) parking spaces. The use of turf in the narrow tree islands is discouraged.

(j) The plant palette should be relatively limited and applied in groupings of similar species rather than a few plants of many different species planted together. The use of water conserving plantings, such as California natives and drought tolerant trees, shrubs and turf is encouraged.

(k) Live plant materials should be used in all landscaped areas. The use of gravel, colored rock, bark and other similar materials are not acceptable as a sole ground cover material.

(l) Automatic irrigation is required for all landscaped areas. Plants should be watered and maintained on a regular basis. Irrigation systems should be designed so as not to overspray walks, buildings, parking areas, etc. The use of water conserving systems such as drip irrigation for shrub and tree planting is encouraged.

(m) All undeveloped site areas and building pads should be seeded with perennial grasses prior to construction of the next phase of a project. All pads and site areas not leased for agriculture shall be mowed annually in the late spring, consistent with the City nuisance abatement program.

3.5 Storage, Screening, and Fencing

(a) All exterior trash and storage structures and service areas should be screened from view with a wall or fence of a minimum height of eight (8) feet above the street curb level. Storage areas shall be set back a minimum of fifty (50) feet from streets, unless fully enclosed in an architecturally compatible enclosure. No outside storage shall be allowed within one hundred (100) feet of Spreckels Avenue right of way line.

(b) Soundwalls or fences used to buffer adjacent land uses shall be a minimum of six (6) feet in height.

(c) No storage areas or fences are allowed within the landscape easement, front setback or side or rear yard landscape buffers.

(d) Utility company equipment and roof-mounted equipment shall be screened from street view.

(e) The design of masonry walls, fencing, trash enclosures and similar accessory site elements should be compatible with the architecture of the building and should use similar materials.

(f) Where masonry walls or fencing are used at property frontages, it is allowed only at the building line or the parking setback line. It should enhance the entrance to the property and should not impair traffic safety by obscuring views.

(g) Adequate fencing and/or walls shall be provided to guarantee preservation of privacy for adjacent residential uses.

(h) Long expanses of fences or wall surfaces should be architecturally designed to prevent monotony.

(i) All utilities between buildings and the streets within the project shall be placed underground.

3.6 Lighting

(a) Lighting should be placed where it can best aid in illuminating activity areas. The site should not be overly lit. Electroliers should be scaled in size to match the size of areas to be lit.

(b) Area lighting should be directed predominantly downward and shall be placed to prevent glare or excessive spray of light on neighboring sites.

(c) Accent illumination should be provided at key locations such as building entries and driveway entries.

(d) Pedestrian walkways, plazas or other activity points should be illuminated.

(e) Lighting or highlighting of building facades is permitted but should be sensitive, subtle and not excessive.

(f) Parking and roadways should use either mercury vapor or high pressure sodium lamps.

3.7 Signage

(a) All signage must be approved under the provisions of the adopted City of Manteca Sign Ordinance. Signs which are proposed to exceed a height of 35 feet above grade shall be subject to design review to assure that such signage will be compatible and in harmony with surrounding buildings and uses.

(b) Signs shall be harmonious with the texture and color of the building to which it is affixed or in conjunction with which it is employed.

(c) A sign program shall be submitted as a part of the application for a site. All signage shall conform to the adopted Sign Ordinance. The sign area permitted for each site may be divided into the number of single or double faceted signs appropriate for the number and size of buildings located on a site.

(d) A sign may be illuminated provided that no flashing, traveling, animated or intermittent illumination shall be used. Such illumination shall be confined to the area of the sign except when such illumination is backlighting for an otherwise non-illuminated sign.

(e) No sign shall extend above the dominant roofline of a building.

(f) Monument signs shall be provided to identify the entries to large, contiguous business and industrial parks.

3.8 Utilities

Pad-mounted transformers, utility connections, and meter boxes shall be screened and integrated into the site plan. Power lines of 35kV or less must be placed underground.

4. CIRCULATION

4.1 Roadway Standards

The circulation system has been designed to meet the transportation demands of both the potential industrial users and the adjacent residential population, as well as to link with the City's existing roadway network. Any additional streets will meet Industrial Collectors Standards. Streets are classified according to their expected level of use in the following categories:

Table 1
Roadway Standards

Major Arterial	4-Lanes	68' Travelled Way (incl. 16' median/Left Turn lane)
Industrial Collector	2-Lanes	44' Travelled Way

Details of the design cross section of these streets are shown in Figures D-1 and D-2.

(a) Precise alignments of the street system shall be established during the process for review and filing of the tentative subdivision maps. Local streets within the Project shall be established through the plan review procedure of the City of Manteca.

(b) Circulation patterns should not encourage traffic to be routed through residential areas. Roadway layouts should discourage use of residential streets by industrial and commercial traffic.

4.2 Driveway and Intersection Standards

(a) Spreckels Avenue may have driveways to individual industrial parcels, but these should be carefully located so as not to impede the primary function of these streets, which is to carry through traffic. Efforts should be made to consolidate access at a single driveway. In the vicinity of busy intersections, driveways will have to be located away from the intersection.

(b) With the approval of the Director of Public Works entries not requiring median cuts may be allowed at intermediate spacing. In addition, a ganged-driveway to two (2) adjacent parcels may be used.

(c) Industrial Collector Streets may have driveways serving individual industrial parcels. Each entry shall be a minimum of twenty-five (25) feet in width.

(d) Street intersections shall be off-set. "T" intersections are encouraged over four-way intersections.

4.3 Intersection Signalization

Analysis of projected average daily traffic (ADT) volumes given at buildout indicates that signals will be required at the following intersections:

Yosemite Avenue/Spreckels Avenue

Yosemite Avenue/Powers Avenue

Spreckels Avenue/Moffat Boulevard

4.4 At-Grade Railroad Crossings (Spreckels Avenue West of Moffat Boulevard)

Any roadways which cross railroads without grade separation should be designed to be as perpendicular as possible to the tracks. At-grade crossings should have appropriate signage and traffic control, per Caltran's Traffic Manual. Surface improvement standards at crossings should minimize jolts and vibrations to crossing automobiles.

5. NOISE STANDARDS

The following design guidelines shall apply to all uses within the Spreckels Park areas to minimize noise impacts:

(a) Ensure that new industrial projects are designed to minimize noise impacts on neighboring noise-sensitive areas. Reduced noise levels can be achieved with a combination of dense landscaping and additional setbacks where necessary.

(b) Noise levels from industrial uses along residential property lines shall not exceed 65 dBA Ldn and where possible, activities with an exterior noise level greater than 65 dBA Ldn should avoid locations adjacent to noise sensitive uses.

6. STREETSCAPES

(a) The design of the streetscape should integrate, in a consistent and creative manner, plant materials, paths, landforms, soundwalls, lighting, furniture and signage to produce an attractive and functional environment.

(b) Landscaping in the "Landscape Zone" along arterials will be installed by the developer at the time curb and gutters are constructed abutting the property and will be maintained by the Maintenance District. Collector street landscaping will be implemented at the time of development of each lot along the collector. The Developer shall file a master landscape plan for the arterial setbacks and collector streets for review and approval prior to construction of said streets.

(c) All landscaping should employ a mix of trees, shrubs, groundcovers and turf where appropriate. The plant palette should be relatively limited and applied in groupings of similar species rather than a few plants of many different species planted together. The use of water conserving plantings, such as California natives and drought tolerant trees, shrubs and turf is encouraged.

(d) Live plant materials should be used in all landscaped areas. The use of gravel, colored rock, bark and other similar materials are not acceptable as a sole ground cover material.

(e) The use of lawn substitutes is encouraged in all medians and parkways. The use of turf should be minimized and reserved for areas of high use or visibility.

(f) Automatic irrigation is required for all landscape areas. Plants should be watered and maintained on a regular basis. Irrigation systems should be designed so as

not to overspray walks, buildings, parking areas, etc. The use of water conserving systems such as drip irrigation for shrub and tree planting is encouraged.

6.1 Street Trees

(a) Tree plantings should indicate street hierarchy with larger trees along arterial streets and smaller trees on collector and streets.

(b) Tree plantings shall be symmetrical and of the same species in the parkways on both sides of the streets.

(c) One tree specie or pattern of species shall be planted consistently at regular intervals along the entire length of a street. Spacing interval shall be no greater than forty (40) feet on center.

(d) Where trees are planted in medians, the plantings shall be continuous and at regular intervals. Spacing interval shall be no greater than forty (40) feet on center. Adequate light sight lines shall be maintained at intersections.

(e) Different tree species should be planted along intersecting arterials or collectors.

6.2 Special Streets

The following list identifies recommended trees for the major streets that form the framework of the community. Use of these trees on other streets should not be extensive.

Street	Parkway	Median
Spreckels Avenue	Liquidambar Styraciflua American Sweet Gum	Prunas serrulata cvs. Black Cherry
Norman Street	Pistacia chinensis Chinese Pistache	Prunas serrulata cvs. Flowering Cherry
Yosemite Avenue	Pyrus calleryana 'Bradford' Bradford Pear	
Powers Street	Malus cvs. Flowering Crabapple	

7. LANDSCAPE ZONE DESIGN

(a) Landscape design at the drainage basin and in the landscape zone should use a mix of trees, shrubs, ground-covers, vines and turf as appropriate, mixing conifers with deciduous and evergreen broadleaf species.

(b) Trees species planted in the parkway and median of the adjacent street shall be used in the landscape zone, however these species shall not account for more than fifty percent (50%) of all trees in these areas.

(c) Landscape design should integrate the paths with the plantings and berms. Paths should be gently curvilinear, flowing together with the soundwall. Paths and trees should not be located on top of berms.

(d) The following is a list of trees recommended for use in the landscape zone.

Botanical Name	Common Name
Aesculus californica	California Buckeye
Alnus rhombifolia	White Alder
Casuarina cunninghamiana	River She-Oak
Casuarina Stricta	Coast Beefwood
Catalpa speciosa	Western Catalpa
Pinus canariensis	Canary Island Pine
Pinus eldarica	Mondell Pine
Pinus pinea	Italian Stone Pine
Platanus racemosa	California Sycamore
Populus fremontii 'Nevada'	Nevada Male Cottonwood
Populus Nigra 'Italica'	Lombardy Poplar
Quercus agrifolia	Coast Live Oak
Quercus lobata	Valley Oak
Quercus rubra	Red Oak
Schinus molle	California Pepper
Salix babylonica	Weeping Willow
Salix tortuosa	Corkscrew Willow
Umbellularia californica	California Bay

8. PEDESTRIAN AND BICYCLE PATH

(a) Bicycle paths should be constructed of concrete.

(b) Plantings should be designed and maintained to insure good visibility at intersections and prevent obstruction of paths.

9. LIGHTING

(a) Light fixtures and standards shall meet all safety standards and be employed throughout the length of each street. It is recommended that one lighting fixture style be employed for use on all streets.

10. STREET FURNITURE

(a) Benches, bollards, trash receptacles and other furnishings should be in appropriate locations, such as along pedestrian walkways and at bus stops and similar sites in the open space network.

(b) All furnishings should be resistant to weather and vandalism.

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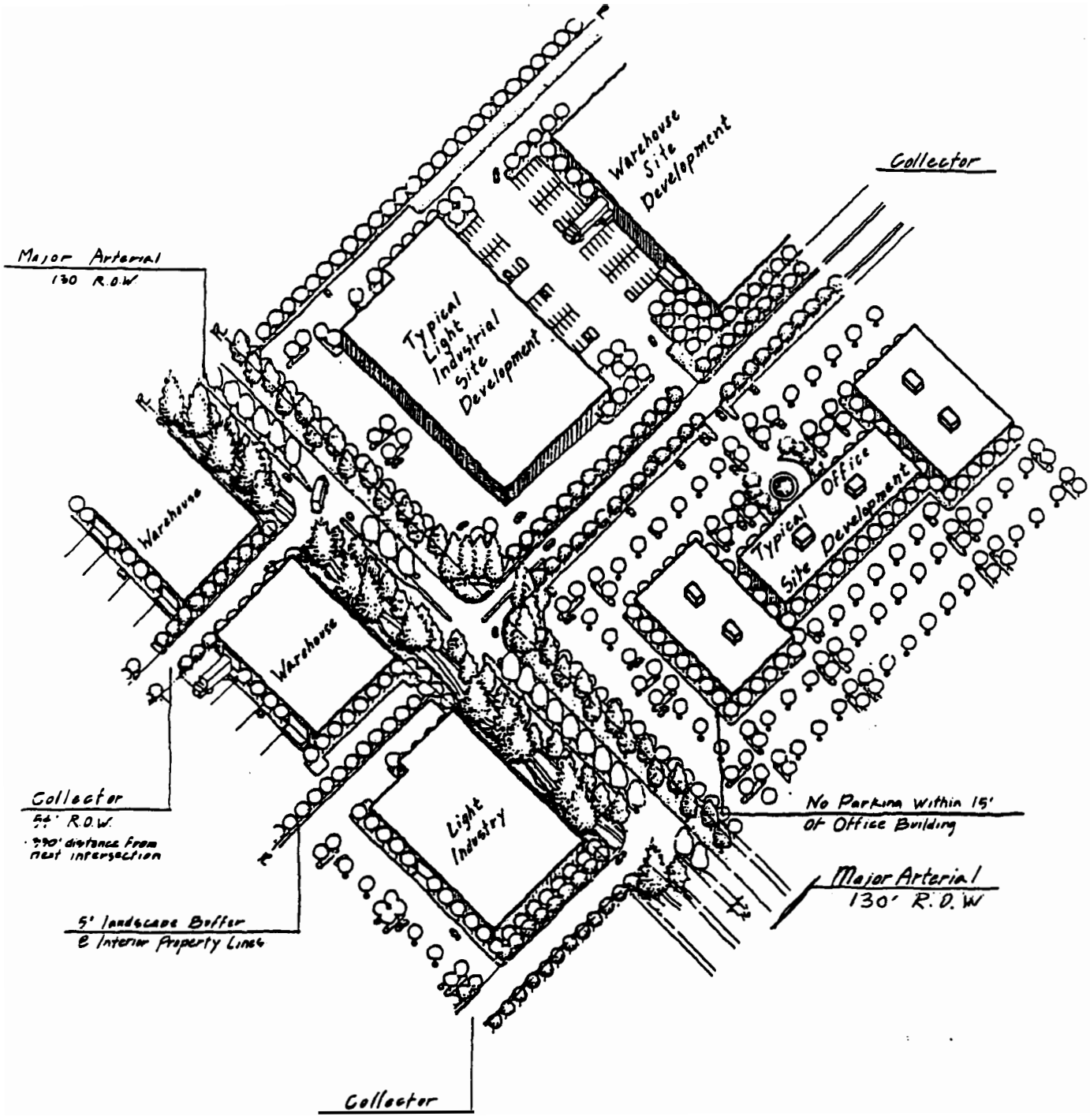
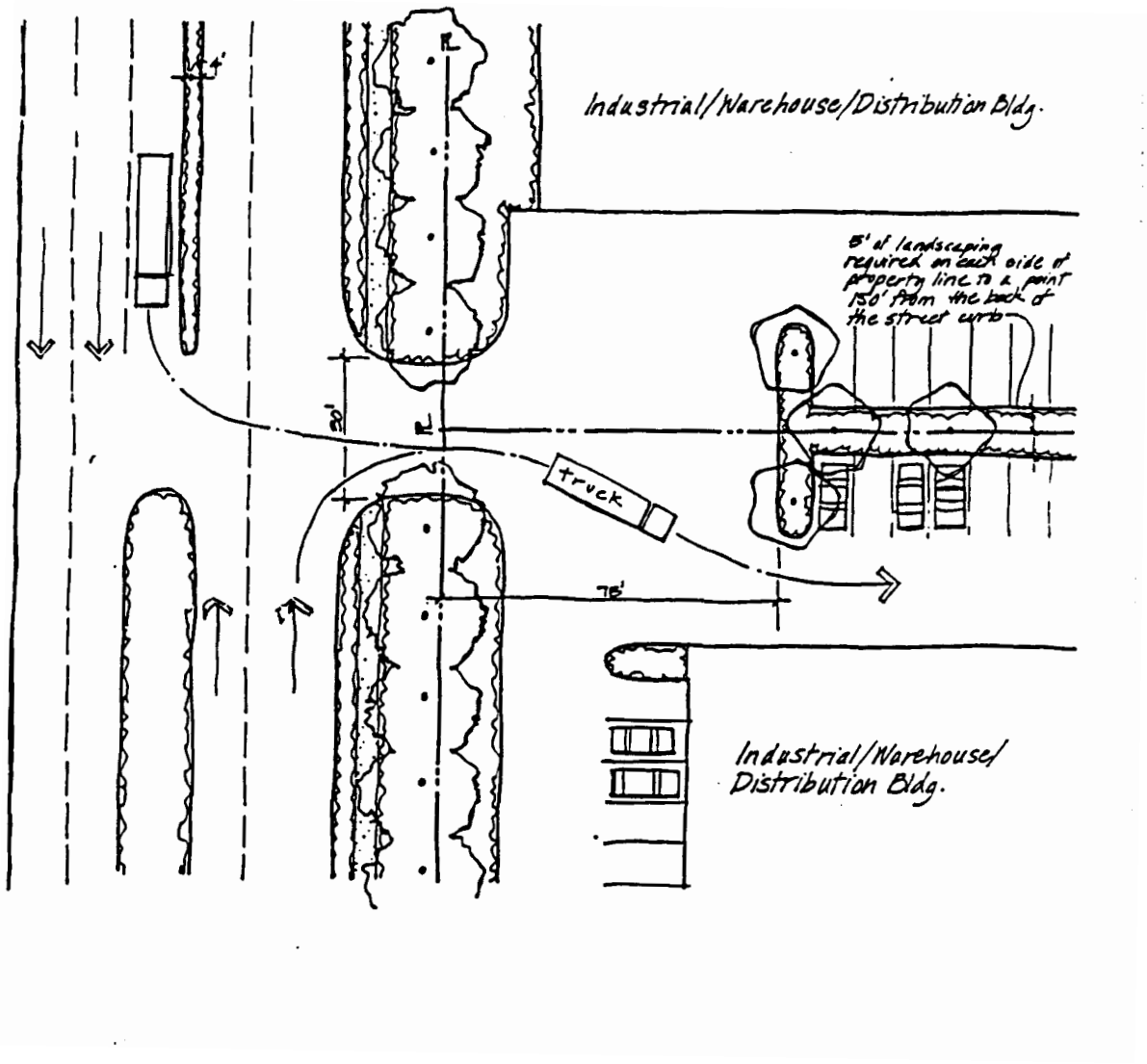


Prototypical Site Plan

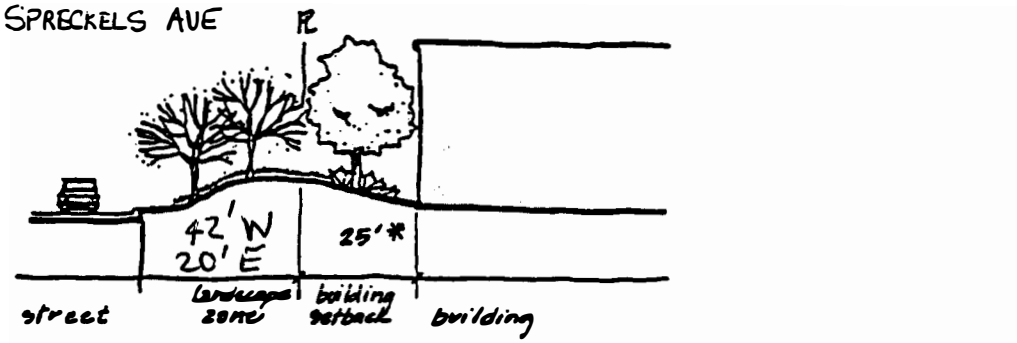
FIGURE "A"



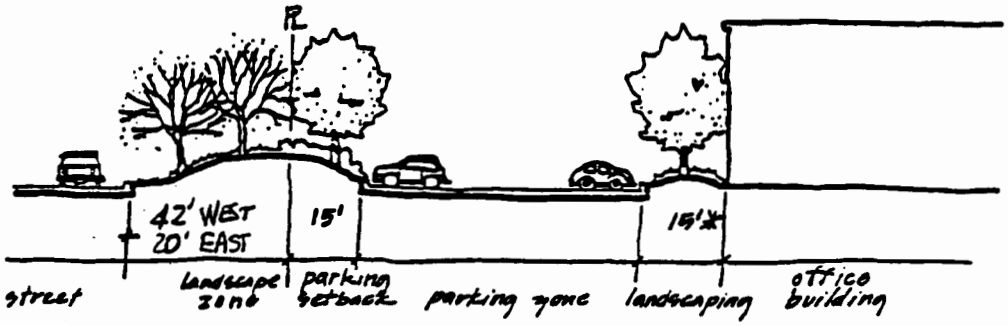
Typical "Ganged" Driveway Development

FIGURE "B"

Arterial



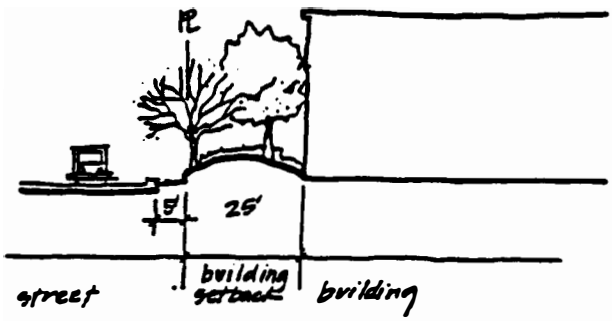
Front yard without parking



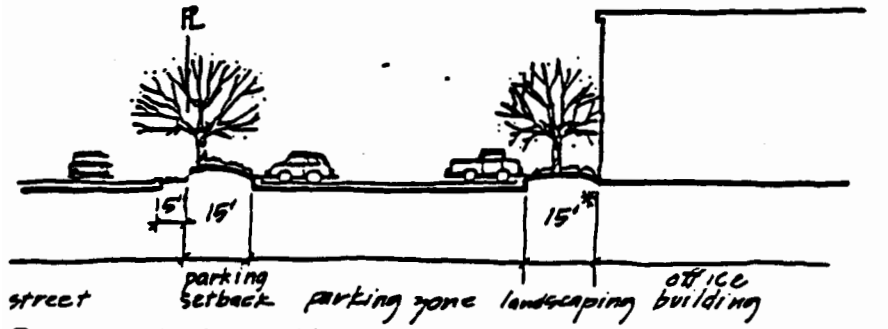
Front yard with parking

*Not required for warehouse or industrial buildings

Collector



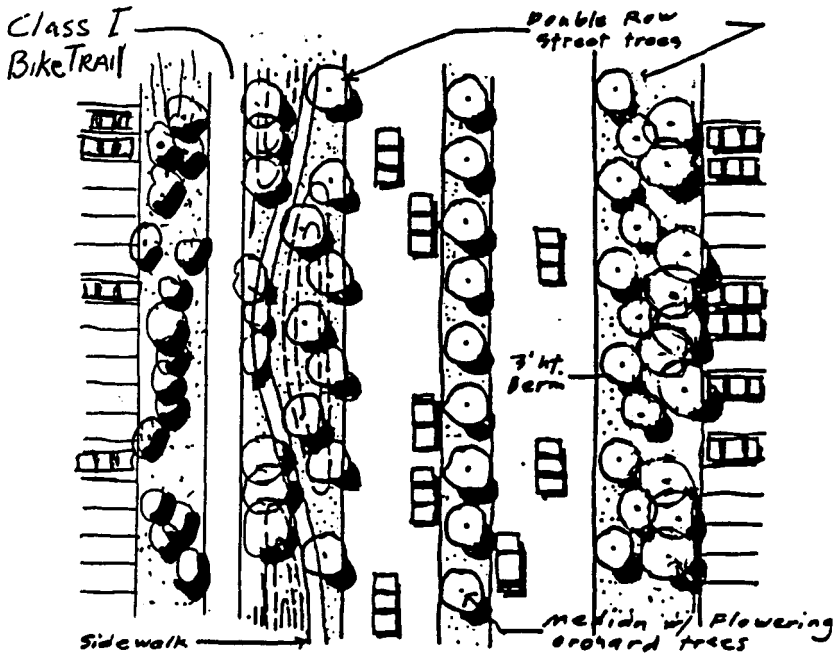
Front yard without parking



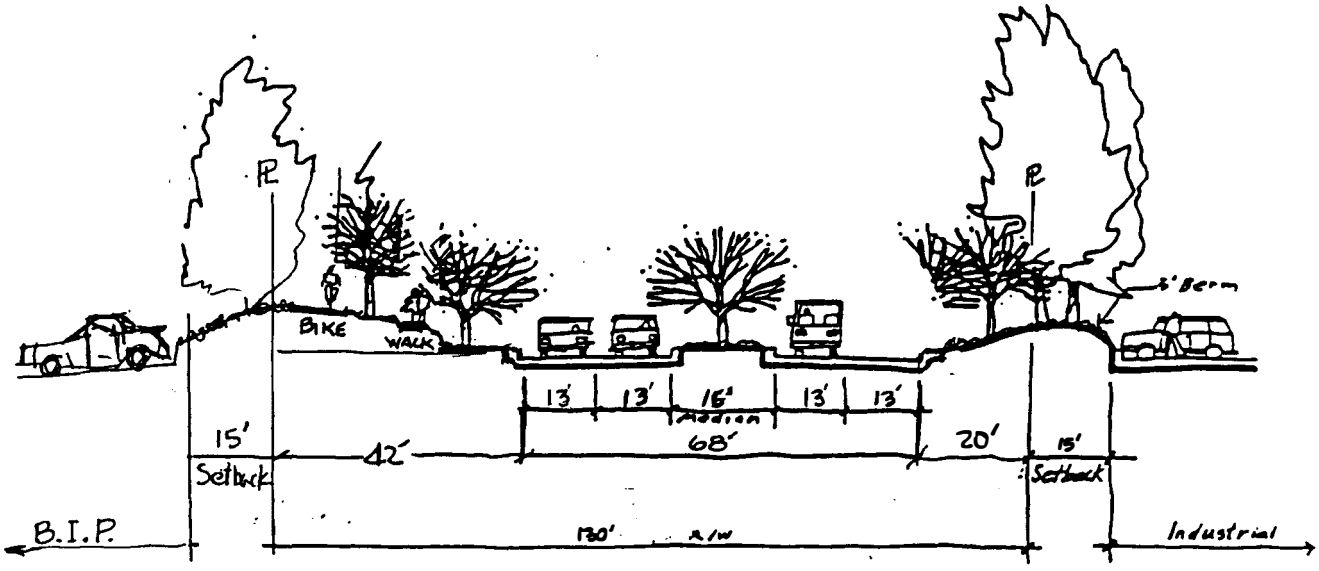
Front yard with parking

Setback Guidelines

FIGURE "C"



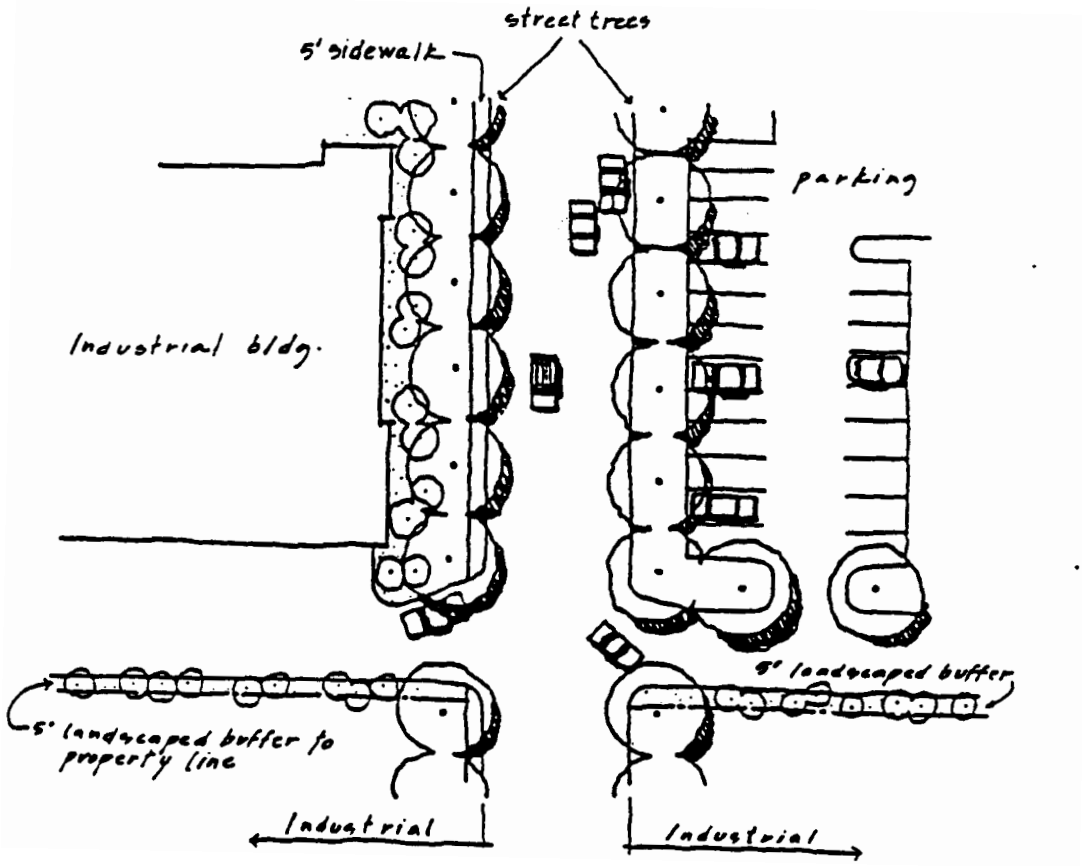
Plan



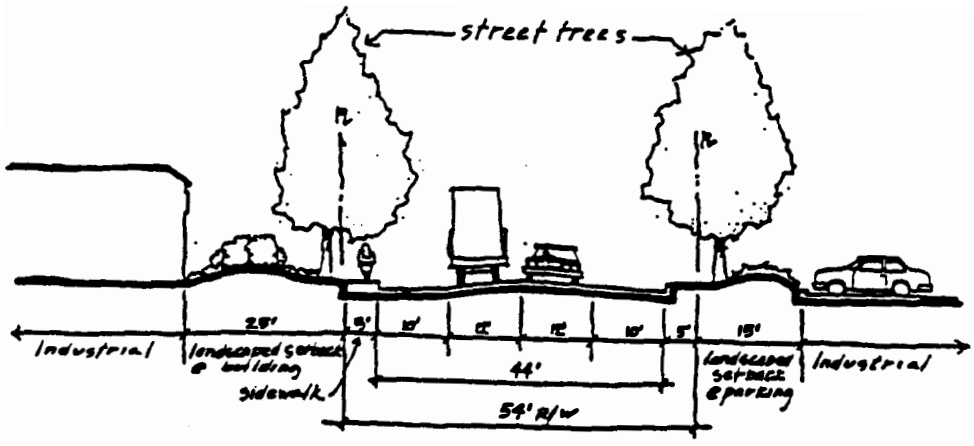
Section

Typical Major Arterial

FIGURE "D-1"



Plan



Section

Typical Industrial Collector Street
FIGURE "D-2"

EXHIBIT "D-2"

FIRST AMENDMENT TO THE AGREEMENT TO FUND THE CONSTRUCTION OF A FORCE SEWER MAIN AND PUMP STATION

THIS FIRST AMENDMENT TO AGREEMENT (the First Amendment) is entered into in the City of Manteca, County of San Joaquin, State of California, in counterparts, this 16th day of June 1997, by and between each of the Parties indicated below, hereinafter referred to as "City", and "Landowners" as appropriate.

PARTIES TO THIS AGREEMENT

1. The CITY OF MANTECA, a Municipal Corporation;
2. Steven F. Caserza, 5057 Forest Glen Drive, San Jose, California 95129;
3. Aldo Brocchini, 6926 E. Woodward Road, Manteca, California 95337;
4. Larry Aksland, 8282 E. Veritas, Manteca, California 95337; and
5. Kaufman and Broad - Central Valley, Inc. ("K&B"), a California corporation. 4701 Sisk Road, Suite 201, Modesto, California 95356.

RECITALS

WITNESSETH:

WHEREAS, An Agreement to Fund the Construction of A Force Sewer Main and Pump Station (the "Agreement") was entered into on November 18, 1996 by City, Steven F. Caserza, Aldo Brocchini and Larry Aksland; and

WHEREAS, K&B has entered into a purchase agreement and has the opportunity to acquire certain rights within the Woodward Park subdivision project in the City of Manteca; and

WHEREAS, City has obtained pre-engineering studies pertaining to the Sewer Facility; and

WHEREAS, K&B is willing to provide partial funding for the design and construction of the Sewer Facility in exchange for reimbursements, according to the proposal set forth in a

letter to the City of Manteca by Steven F. Caserza dated August 22, 1996 and attached as Exhibit A to the Agreement, as such terms for K&B and the Woodward Park Project are modified in this First Amendment.

NOW, THEREFORE, IT IS AGREED between the Parties to this Agreement as follows:

1. The definitions used in the Agreement shall have the same meanings herein.

2(a). The Agreement and all its Exhibits are hereby incorporated by reference as though fully set forth herein.

2(b). All provisions of Exhibit "B" and Exhibit "C" of the Agreement are revoked and shall be replaced with the provisions set forth in Exhibit 1 and Exhibit 2 respectively of this First Amendment.

3. K&B hereby agrees to become a party to the Agreement as modified by this First Amendment, and assumes the duties and responsibilities of a Landowner under the terms and provisions of the Agreement and this First Amendment.

4. Paragraph 1 of the Agreement is hereby deleted and replaced with the following:

By July 7, 1997, all parties shall deposit with the City, in cash or the equivalent of cash, the sums set forth in Column A below, as each party's contribution toward the funds needed to plan, develop and construct, or oversee a developer to plan, develop, and construct, the Sewer Facility (as defined in paragraph 2 below).

In addition all parties shall deposit the sums set forth in Column B. The sums set forth in Column B are deposits by all parties for the purpose of guaranteeing a source of funds in the event that the estimated costs of the Sewer Facility exceed $1,671,000.

K&B is prepaying the Development Agreement fees (minus the Police Enhancement Fee) discounted for the time value of money, for the first 93 lots of the Woodward Park Subdivision, as part of this First Amendment. This prepayment shall be credited to K&B and acknowledged by City in the Subdivision Agreement covering these lots.

	Column "A"	Column "B"
Aksland	$ 285,292	$28,529

Brocchini	$ 194,512	$19,451
Caserza	$ 251,545	$25,155
K&B	$ 380,000	$38,000
K&B prepayment of Development Agreement fees (minus Police Enhancement fee) with discount for time value of money	$ 76,100	$0
K&B Overage	$ 18,600	$0
City of Manteca loans	$ 464,951	$46,495
TOTAL	**$1,671,000.**	**$157,630.**

These funds shall be placed by the City into an interest-bearing account, to be managed by City. Should any Landowner provide a cash equivalent, for example an irrevocable Letter of Credit, then the irrevocable Letter of Credit shall contain a provision that upon written demand for funds by City, or the developer constructing the Sewer Facility, and copies of invoices supporting the demand for funds, said Landowner shall remit to the City within two weeks his pro rata share of the funds required, based on the deposit amount contained in this Paragraph 1. Should any Landowner not remit such funds, then this Agreement hereby authorizes the City, or the developer if applicable, to call upon the full value of the cash equivalent to ensure adequate funding of the Sewer Facility.

Upon City's receipt of all cash or cash equivalents referenced above, City shall authorize design and construction of the Sewer Facility.

In the event that the lowest responsible bid for construction plus design costs is in excess of $1,671,000 then all parties shall meet and confer in good faith within 2 business days after receipt of written notice from the City. If a financial solution to cover the bid overage and potential cost overruns (change orders) can be reached, all additional contributions shall be deposited with City within ten (10) business days of agreement on the solution. Upon receipt of the total additional contribution, City shall authorize construction of the Force Main and Pump Station. If a financial solution cannot be reached, then the Agreement and First Amendment shall be deemed terminated and each party shall receive a refund of any cash

deposited by them plus accrued interest less their pro rata share of design expense incurred at a cost not to exceed $151,531.

In the event of termination of the Agreement and this First Amendment ~~solely for the reason set forth above~~ and in the event City subsequently uses the designs produced pursuant to the Agreement and this First Amendment, then in that event each party shall receive a refund in cash of their pro-rata share of design expenses.

5. Paragraph 2 of the Agreement is hereby deleted and replaced with the following:

The term "Sewer Facility" wherever used herein shall mean and include all design, engineering, and construction work necessary for the construction of a force main and pump station, with all appurtenances reasonably deemed necessary by the City, as generally described in Exhibit 1 of this First Amendment.

6. Paragraph 3 of the Agreement is hereby deleted.

7. Paragraph 4 of the Agreement is hereby deleted and replaced with the following:

The sums deposited and set forth in Column A of Paragraph 4 above shall be estimated amounts and in the event that the actual costs of the Sewer Facility exceed the estimated amounts deposited by all parties, City shall draw each party's pro-rata share from the amounts deposited by the respective party and set forth in Column "B" of Paragraph 4 above.

8. All parties shall receive reimbursement from the PFIP Zone 24 Overlay Fees as set forth in Exhibit A of the Agreement. After all parties have been fully reimbursed, additional PFIP Zone 24 Overlay Fees shall be used by the City to repay the interfund borrowing which has occurred as set forth in Exhibit A of the Agreement. City and K&B shall not receive any interest on their loans or contributions. City loan reimbursement amounts, however, shall be the actual amount loaned as adjusted by the change of the Twenty-City U.S. Average Engineering News-Record Official Construction Costs Index.

9. Paragraph 8 of the Agreement is hereby deleted and replaced with the following:

City shall provide reimbursement and/or credits to Landowners as set forth in Exhibit

A of the Agreement, except that the PFIP Sewer Overlay Fee shall be recalculated based upon the actual cost to design, engineer, and construct the Sewer Facility. Any excess funds collected under this Agreement not needed for the design, engineering, and construction of the Sewer Facility shall be refunded to the parties on a pro rata basis.

10. Paragraph 9 of the Agreement is hereby deleted and replaced with the following:

City shall, until such times as all parties are fully reimbursed, require third parties utilizing the Sewer Facility to pay all PFIP Sewer and PFIP Sewer Overlay Fees in cash with each building permit issued unless otherwise limited by a development agreement in effect at the time of the execution of this First Amendment.

11. Paragraph 10 of the Agreement is hereby deleted and replaced with the following:

The location of the force sewer main and pump station shall be as generally designated on the attached Exhibit 1 of this First Amendment. The Agreement and this First Amendment are specifically conditioned upon the City of Manteca obtaining, without cost, public utility easements from the County of San Joaquin and from any and all private landowners whose property will be affected by the Sewer Facilities called for herein.

12. A new paragraph 10.1 shall be added as follows:

In the event a Developer/Landowner is assigned responsibility for overseeing the construction of the Sewer Facility, said Developer/Landowner shall submit detailed invoices from the registered engineer, licensed land surveyor or others performing such work. In cases where persons working on this project are performing PFIP reimbursable work, and are also performing non-PFIP work for the Developer/Landowner, charges for PFIP work shall be commensurate with charges for non-PFIP work. The City has the right to require copies of the contract between the consultant/contractor and the Developer/Landowner, copies of the invoices and canceled checks for those invoices for all work performed on this project.

13. Paragraph 11 of the Agreement shall be deleted and replaced with the following:

In the event that Landowners and City provide the cash or cash equivalents as required

in Paragraph 4 above, then all rights to terminate the Agreement shall be deemed waived. Should all the funds required by this First Amendment not be received by the City on or before July 7, 1997, then this Agreement shall terminate and the City shall return all deposited funds plus accrued interest to the Landowners immediately.

14. It is further agreed that City shall not charge any plan checking fees, inspection fees and/or administrative fees related to the work contemplated by this First Amendment. It is further agreed that in the event K&B or any other Developer or Landowner undertakes the construction of the project contemplated by this First Amendment that it shall not charge any administrative fees and that K&B or any other Developer or Landowner shall be required to comply with the normal City bidding requirements for the construction of projects which are eligible for PFIP reimbursement.

15. Notwithstanding anything to the contrary contained in the Agreement, this First Amendment or any exhibits to said documents, K&B's additional pro rata contribution, if any, and pro rata reimbursement shall be based on the sum of $380,000 plus any sums contributed to actual construction of the project from those identified in Column B of Paragraph 4 above.

16. Upon approval of this First Amendment by the City Council and receipt of funds as set forth in Paragraph 4 above, City shall contract for and authorize design of the improvement plans (the "Plans") for the Force Main and Pump Station, and process said Plans in a diligent manner. Upon approval by the City of the Plans, City or K&B, at K&B's sole discretion, shall obtain bids for construction of the Force Main and Pump Station in the manner normally used for projects which are eligible for PFIP reimbursement.

17. Notwithstanding anything to the contrary contained in the Agreement, this First Amendment or any exhibits attached to said documents, in the event that the lowest responsible bidder's bid that is accepted is less than $1,550,000 then K&B shall be reimbursed $18,600 as fees are received by City prior to all parties being reimbursed on a pro rata basis as set forth in Exhibit A of the Agreement.

18. All users of these sewer facilities shall pay the PFIP Sewer Overlay Fee. K&B or any other developer of the Woodward Park Project is guaranteed 272 dwelling unit equivalents (DUE's) of capacity in these sewer facilities. In exchange, K&B will not be

reimbursed/credited for the dollar amount of 272 times the initial value (1997 dollars) of the PFIP Sewer Overlay Fee.

"Base Contribution" means an amount equal to the Landowner's respective DUE's x the PFIP Overlay Fee for this Sewer Facility. "Excess Contributions" means all amounts in excess of the Landowner's contributions that exceed their Base Contribution. The remaining Landowners shall be reimbursed the amount of their Excess Contributions with interest at the rate of eleven percent (11%) per annum.

The remaining Landowners have two (2) options with respect to their Base Contributions:

A. Landowner receives full reimbursement on his Base Contribution, with 11% interest, but does not reserve capacity.

B. Landowner receives reserved capacity equal to the number of dwelling unit equivalents (DUE's) of capacity for his project and receives no credits or reimbursements of such Base Contribution.

Within three years from the date of action by the City Council approving this First Amendment, each of the remaining Landowners shall exercise either option A or option B. In the event a remaining Landowner fails to exercise his option within the time period set forth, then such remaining Landowner shall be deemed to have elected option A. This option shall be exercised by a notice in writing delivered to the Manteca City Manager within the time frame set forth above.

19. If there is any conflict between this First Amendment and the Agreement and/or its addendum, this First Amendment shall be controlling.

20. This First Amendment shall be binding upon and shall inure to the benefit of the Parties hereto and their respective heirs, executors, administrators, successors and assigns.

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IN WITNESS WHEREOF, the Parties hereto have set their hands the day and year first above written.

LANDOWNERS

By _____
Steven F. Caserza

By _____
Aldo Brocchini

By _____
Larry Aksland

By _____
Kaufman and Broad

CITY:

CITY OF MANTECA, a Municipal Corporation

By _____
William L. Perry, Mayor

ATTEST:

_____
Joann Tilton, City Clerk

APPROVED AS TO FORM:

_____ 6-18-97
John D. Brinton, City Attorney
City of Manteca

98000136

EXHIBIT ONE

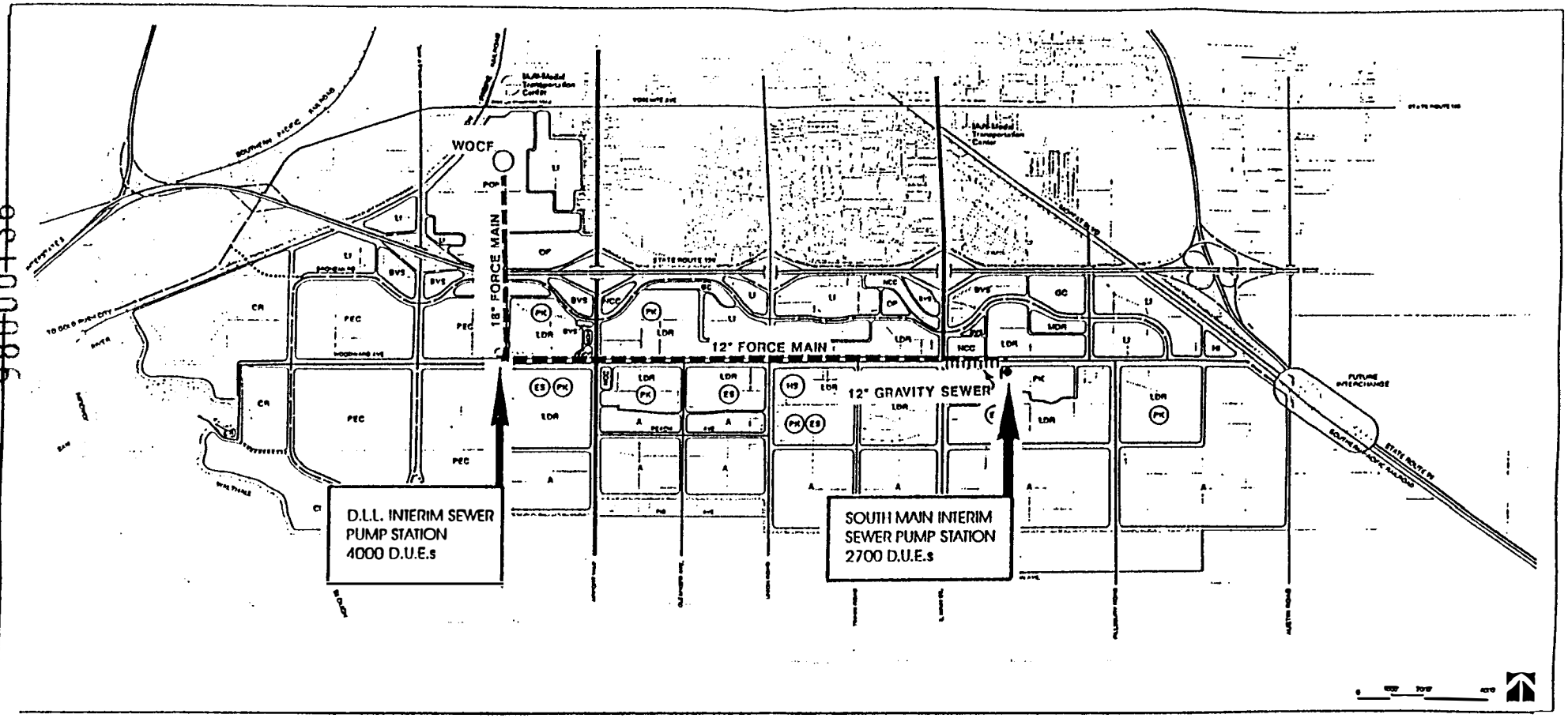
DESCRIPTION OF SEWER FACILITIES
for
FIRST AMENDMENT
to
AGREEMENT TO FUND THE CONSTRUCTION OF A FORCE SEWER MAIN AND PUMP STATION

1. Sewer Pump Station
   - a) Capacity: 2700 dwelling unit equivalents
   - b) Location: Northwest corner of Woodward Regional Park
   - c) Elements:
     - i) Pump station, including controls and telemetry
     - ii) Emergency power generation
     - iii) Appurtenant piping and valves
     - iv) Chemical storage and handling system
     - v) Biofilter odor control
     - vi) Equipment hoist
     - vii) Storage tank roof
     - viii) Master Control Center building
     - ix) Site paving
     - x) Site fencing.

2. Approximately 15,200 lineal feet of 12" sewer force main in Woodward Avenue, between Woodward Regional Park and the Dutra Farms property west of Airport Way.

3. Approximately 7,300 of 18" sewer force main from Woodward Avenue to the Wastewater Quality Control Facility.

4. Approximately 1800 lineal feet of 12" gravity sewer in Woodward Avenue, between Woodward Regional Park and the intersection of South Main Street and Woodward Avenue.



LEGEND

Planning Area Boundary

Residential
- LDR Low Density - 2.1 to 5.0 du/ac
- MDR Medium Density - 5.1 to 9.0 du/ac
- HDR High Density - 9.1 to 17.0 du/ac

Commercial
- OP Office Professional
- NCC Neighborhood - Community Commercial
- BVS Business & Visitor Services
- GC General Commercial
- CR Commercial Recreation

Mixed Use
- PEC Planned Employment Center

Industrial
- LI Light Industrial
- HI Heavy Industrial

Public/Quasi-Public
- POP Public/Quasi-Public Facilities
- PK Park - General Location
- ES Elementary School - General Location
- HS High School - General Location

Circulation
- Major Arterial - 104'-110' r.o.w.
- Minor Arterial - 85'-100' r.o.w.
- Collector - 60' r.o.w.
- Possible Roadway

Open Space
- A Agriculture

DATE: 6/30/93
SOURCE: Wilbur Planning Team, Inc.
BASE MAP SOURCE: Hoyle & Associates

AP-1
SOUTH MANTECA AREA PLAN

SOUTH MANTECA
GPA • AP • EIR

EXHIBIT "TWO"

98100139

EXHIBIT A

98000136

Steven F. Caserza
5057 Forest Glen Drive
San Jose, California 95129

August 22, 1996

Mr. Frederic Clark
City of Manteca
Public Works Department
Manteca, CA 95337

Re: South Main Street Sewer Facilities

Dear Frederic:

Subsequent to the City Council's action approving a PFIP overlay zone to provide sewer to the South Main Street/Woodward Avenue vicinity, I have has several further discussions with a number of the interested landowners. My proposal has been modified slightly (removing the previous paragraph 4), and is as follows.

I propose that the PFIP be modified to include, per RLC Associates' engineering study, the pump station to be located in the vicinity of South Main Street and Woodward Avenue, and a forced sewer main to the treatment plant, at a cost of approximately $1,350,000. Note that this includes the construction of that portion of the permanent sewer line fronting the Woodward West project, relieving Woodward West of that responsibility in the future.

The modification to the PFIP would include the following:

1. The $1.35M cost for this facility will be allocated to the 2693 DUEs served. This works out to about $427 per DUE, which results in a slight increase in PFIP fees for this area. (Note that the estimated $200,000 contained in the $1.35M estimate which is for the construction of the permanent sewer line fronting the Woodward West project should not be included in the temporary sewer cost per DUE served).

2. Up-front costs for this facility will be paid as follows:

Woodward Park	(272 DUE)	$ 338,714
Woodward West	(224.8 DUE)	$ 279,937
Mission Gardens	(202 DUE)	$ 251,545
Brocchini	(156.2 DUE)	$ 194,512
Aksland	(229.1 DUE)	$ 285,292
	(1084.1 DUE)	$1,350,000

Note: Prior to the final collection of up-front money, other landowners will again be asked and given the opportunity to provide up-front money in accordance with this plan.

3. The RLC engineering study includes an 18 inch sewer line running north from Woodward Avenue through the Dutra property west of Airport. It is envisioned that Dutra will provide the City of Manteca with any easements necessary for this northerly line, and that when a project in the vicinity of the Dutra property ties into this northerly line, a lump sum payment will be made for the pro rata share of this northerly line which will serve the general vicinity of the Dutra property, which payment will be used to reimburse excess money paid in per this proposal. Alternatively, if a project in the vicinity of the Dutra property moves ahead first, and installs this northerly line, that project will be reimbursed with a lump sum payment for the pro rata share of this northerly line will serve the general vicinity of Woodward Avenue and Main Street, from the up-front money paid in per this proposal. I believe the cost for this northerly sewer line is approximately $300,000, and it is capable of serving the 2693.4 DUE from the Woodward Avenue/Main Street area, and approximately 4000 DUE in the vicinity of Airport and Woodward.

4. The area to be served by this facility need not be specifically defined, allowing any other landowners to use capacity not reserved to those paying up-front money, on a first-come first-served basis.

5. Up-front money will be reimbursed at the end of semiannual periods, with 11% interest per year, compounded semi-annually.

6. The PFIP fee associated with this facility will be increased from $427 per DUE by 11% annually, computed semi-annually.

7. Excess Up-front sewer money will be reimbursed from:
   a. PFIP fees collected from users for this temporary facility;
   b. inter-fund borrowed PFIP fees collected from projects within this PFIP sewer zone. Currently these PFIP fees amount to approximately:

Water Distribution:	$ 940/DUE
Sewer Collection:	$1390/DUE
Storm Drain:	$ 960/DUE
Transportation:	$1910/DUE

8. Reimbursements based upon PFIP fees collected from a project will be according to the following sequence:

   FIRST: PFIP fees collected from a project will be used to reimburse that project for PFIP reimbursable expenses incurred in that PFIP category, without interfund borrowing.

   SECOND: When all reimbursable expenses in a given PFIP category have been reimbursed for a project, additional PFIP fees collected from that project for such a PFIP category will be inter-fund borrowed to reimburse up-front temporary sewer money paid in for that project.

   THIRD: When all reimbursable expenses in a given PFIP category have been reimbursed for a project, and all up-front temporary sewer money for a project has been reimbursed for that project, any additional PFIP fees collected from that project for such a PFIP category will be inter-fund borrowed to reimburse that project for other PFIP categories not yet fully reimbursed to that project.

   FOURTH: When all reimbursable expenses have been reimbursed for a project, additional PFIP fees collected from that project will be available to reimburse remaining excess sewer contributions, on a pro rata basis.

   FIFTH: When all reimbursable expenses have been reimbursed for a project, and the excess sewer contributions have been fully reimbursed, additional PFIP collected from a project will be available to reimburse PFIP expenses of other projects.

9. Reimbursable amounts can be used by each developer as credits toward his PFIP payments, at the option of the developer.

10. Reimbursement payments will be made by the City of Manteca to persons who paid the up-front costs for this temporary facility at the end of each semiannual period, with reports made to all such persons.

11. Cost for modifying the PFIP and enacting/modifying any other ordinances, and any other legal or administrative costs,

will be paid by the City of Manteca.

To sum it up, those landowners paying up-front costs for this facility will be guaranteed capacity, and will be reimbursed for their over-contributions as quickly as possible, and with interest. Inter-fund borrowing will be paid off as later users pay their PFIP fees associated with the temporary facility.

The temporary facility designed by RLC Associates will ultimately serve 2693.4 DUE, and perhaps more with future enhancements which can be investigated at a later date.

I believe this proposal is a very workable solution to providing and funding sewer capacity in this area of the city.

Very truly yours,

Steven F. Caserza

EXHIBIT B

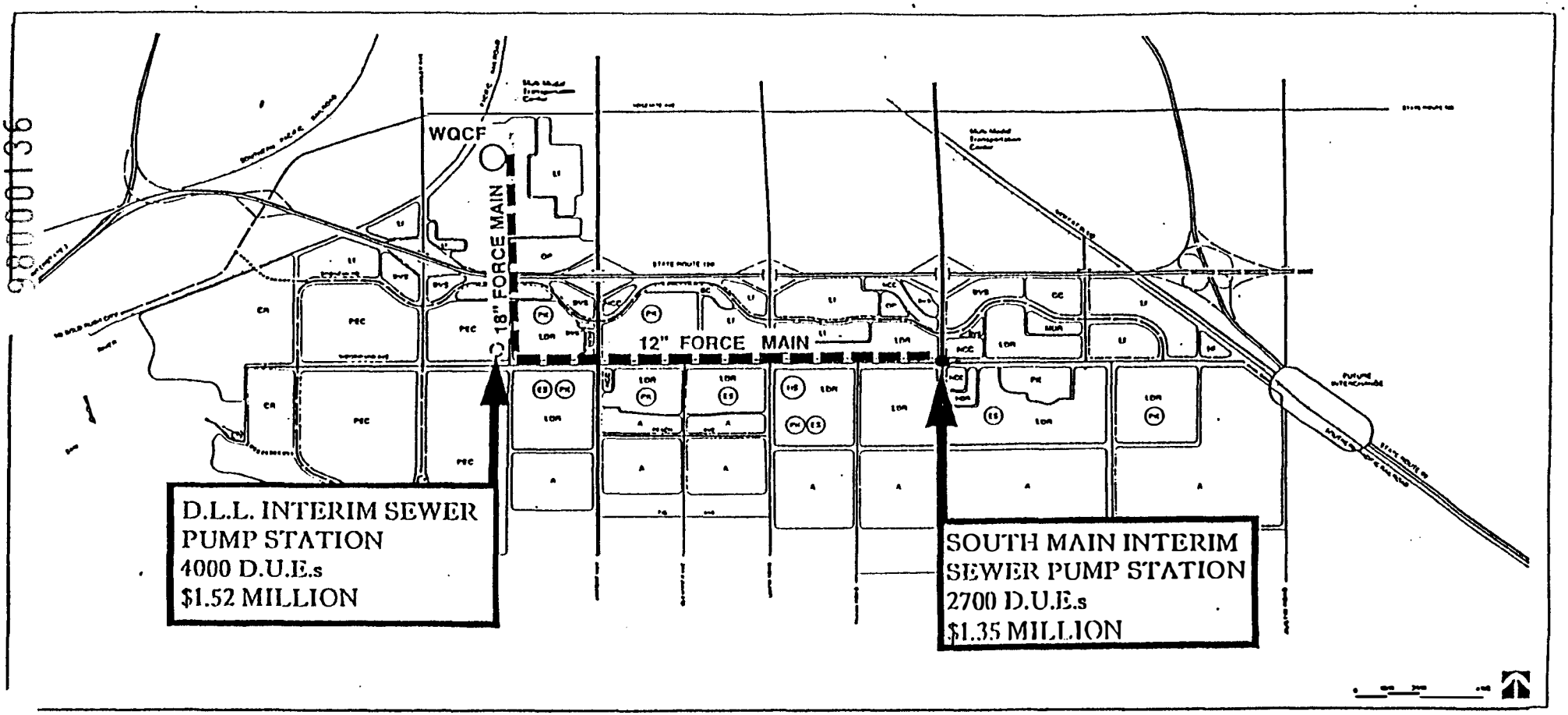
DESCRIPTION OF SEWER FACILITIES

1. Sewer Pump Station:
   Capacity: 2700 dwelling unit equivalents
   Location: intersection of Woodward Avenue and South Main Street

2. Approximately 13,400 lineal feet of 12" sewer force main in Woodward Avenue, between South Main Street and the Dutra Farms property west of Airport Way.

3. Approximately 7,300 lineal feet of 18" sewer force main, from Woodward Avenue to the Wastewater Quality Control Facility.

98100136



LEGEND

Planning Area Boundary

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- MDR — Medium Density - 5.1 to 9.0 du/ac
- HDR — High Density - 9.1 to 17.0 du/ac

Commercial
- OP — Office Professional
- NCC — Neighborhood - Community Commercial
- BVS — Business & Visitor Services
- GC — General Commercial
- CR — Commercial Recreation

Mixed Use
- PEC — Planned Employment Center

Industrial
- LI — Light Industrial
- HI — Heavy Industrial

Public/Quasi-Public
- POP — Public/Quasi-Public Facilities
- PK — Park - General Location
- ES — Elementary School - General Location
- HS — High School - General Location

Circulation
- Major Arterial - 104'-110' r.o.w.
- Minor Arterial - 65'-100' r.o.w.
- Collector - 60' r.o.w.
- Possible Roadway

Open Space
- A — Agriculture

AP-1
SOUTH MANTECA
AREA PLAN

SOUTH MANTECA
GPA • AP • EIR

INTERIM SEWER SERVICE

EXHIBIT "C"

EXHIBIT "D-3"

SPRECKELS DEVELOPMENT AGREEMENT: AUGUST 26. 1997
CURRAN GROVE RESIDENTIAL SUBDIVISION PARK IMPROVEMENTS

(Based upon a more precise yet still schematic layout of this park, potential park improvements, and .4 acres at street elevation; the following is the estimated cost of construction for this neighborhood park:

BASIC LANDSCAPE IMPROVEMENTS:(ACREAGE DRIVEN)

Finish grading/ soil preparation ($.045/s.f. x 192,000 s.f.:	$ 8,640
Irrigation system ($9,000/ acre x 4.4 acres):	39,600
Irrigation Controller (Motorola Irrinet Central):	20,000
Irrigation Booster Pump:	14,000
Water Service Connection (4"):	2,000
Hydroseeded lawn ($.05/ s.f. x180,000 s.f.):	9,000
Trees (45 x $80/ each):	3,600
60 day maintenance period:	2,200
BASIC LANDSCAPE IMPROVEMENTS TOTAL:	**$ 99,040****

PARK AND RECREATION FACILITIES IMPROVEMENTS:(PER SITE)

Picnic tables with concrete pads ($1,250/ each x 4):	$ 5,000
Picnic grills ($250/ each x 2):	500
Drinking fountain (handicap accessible):	2,400
Trash receptacles ($200/ each x 3):	600
Area silhouette lights (1):	6,000
Baseball backstop (1):	5,000
Benches ($700/ each x 3):	2,100
Landscaping at play area:	2,000
Play area walkways (3,000 s.f. x $2.20/ s.f.):	6,600
Play circles/ 24" curb border (400 l.f. x $17/ l.f.):	6,800
Play area cushion/ wheel chair accessible surfacing material: (shredded bark: 6,000 s.f. x $2/ s.f.)	12,000
Decorative iron fence/ back of sidewalk at play area: (250 l.f. x $22/ l.f.)	5,500
Play equipment (Children's and tot lot areas)	(future by city)
PARK IMPROVEMENTS TOTAL:	**$ 54,500****

TOTAL IMPROVEMENTS COST: $153,540
5% CONTINGENCY: $ 7,680
TOTAL PROJECTED COSTS: $161,220*****

Notes:

1. City will design park and provide plans and specifications for developer to bid the construction project.
2. Developer shall provide site base maps with topographic information and shall not be reimbursed for any construction management, inspection, engineering, administrative or other overhead costs associated with park improvements.
3. City will pursue other funding for play equipment purchase and installation but cannot guarantee a schedule for completion.

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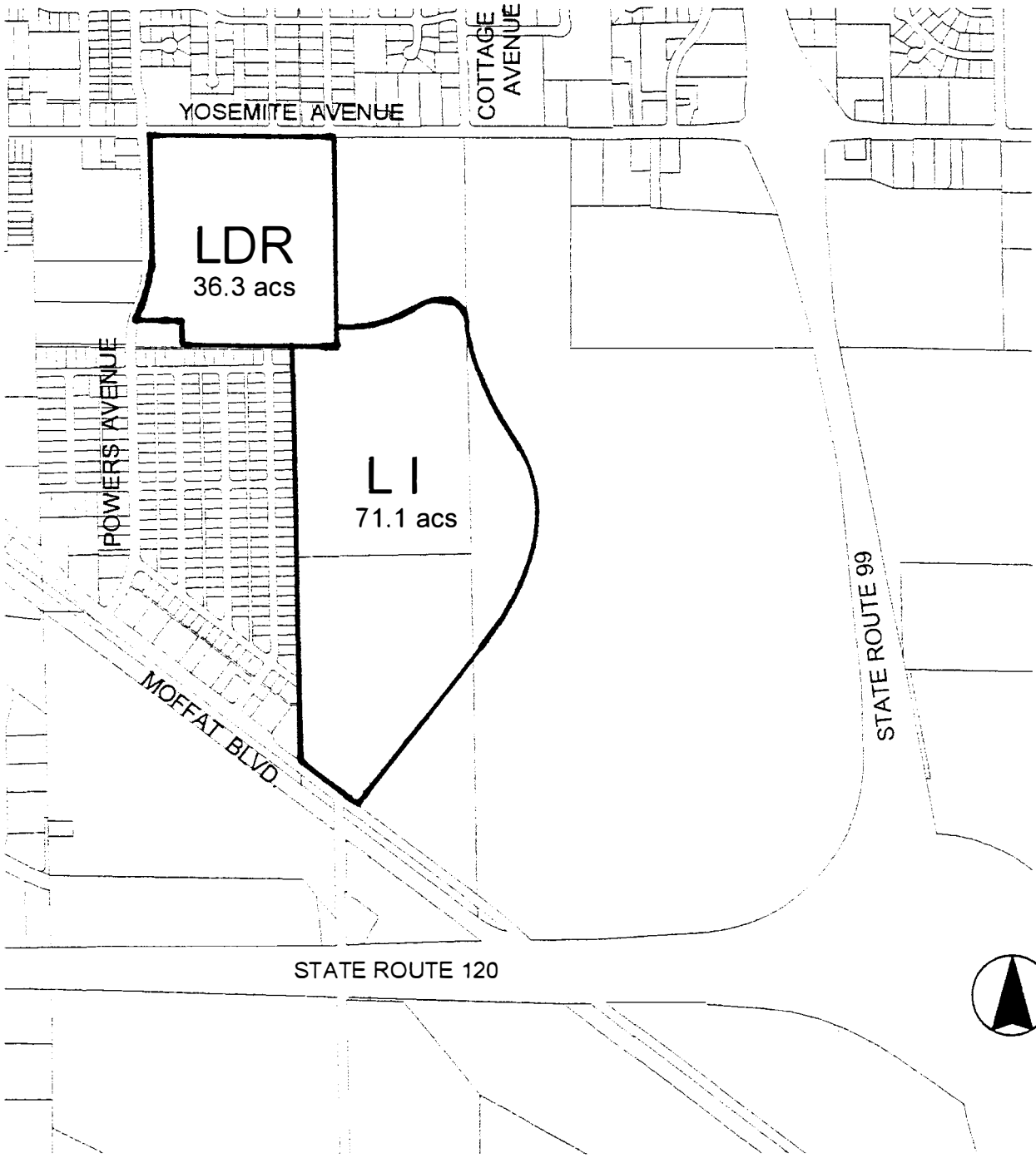
EXHIBIT E

98000136



GENERAL PLAN AMENDMENT NO. GPA-96-4

Initiated by: SPRECKELS DEVELOPMENT CO.

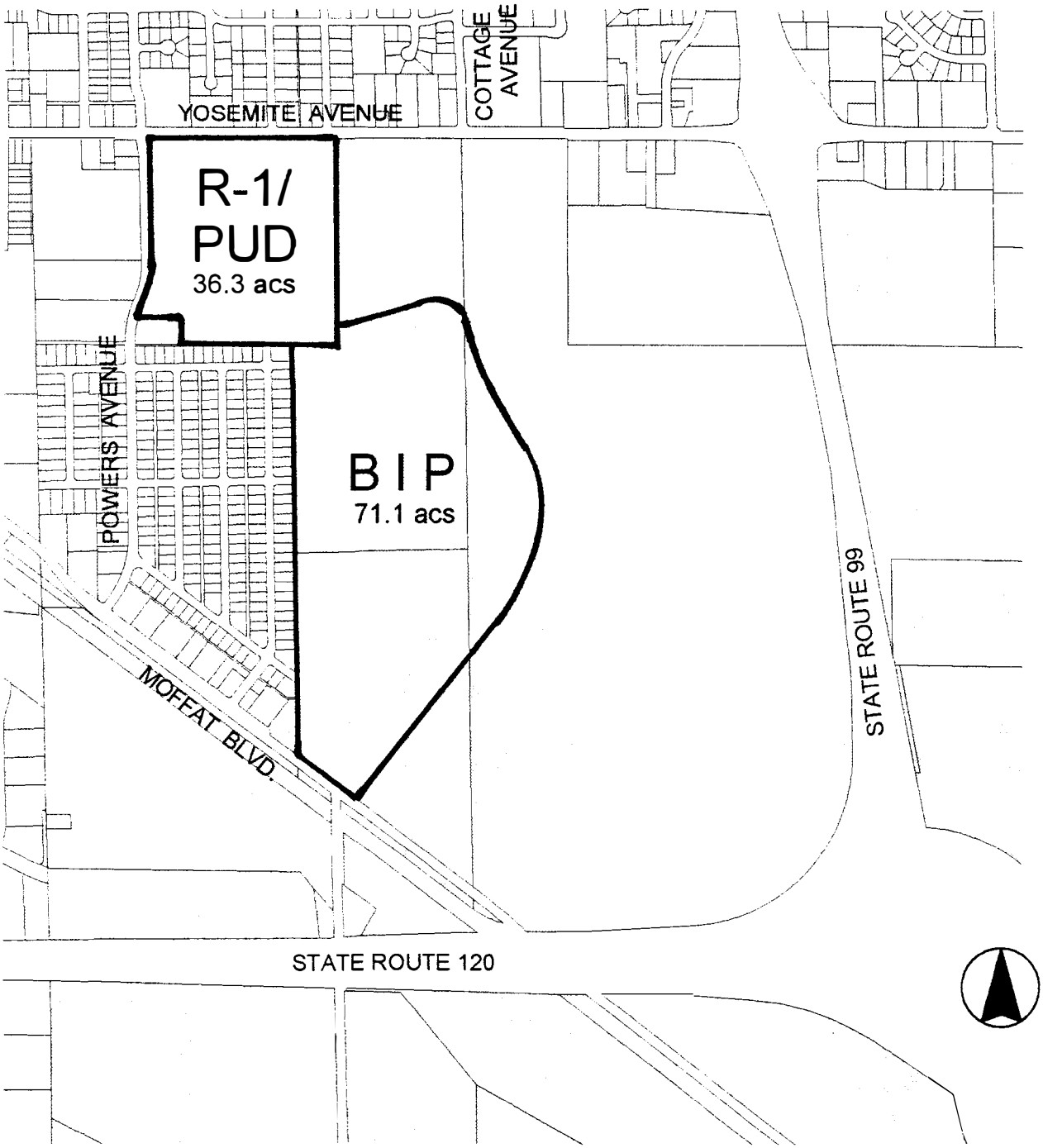
Date: 9-20-96

Amend To: LDR (Low Density Residential) 36.3 acs. and

L I (Light Industrial) 71.1 acs

EXHIBIT F

98000136



REZONE MAP NO. REZ-96-3

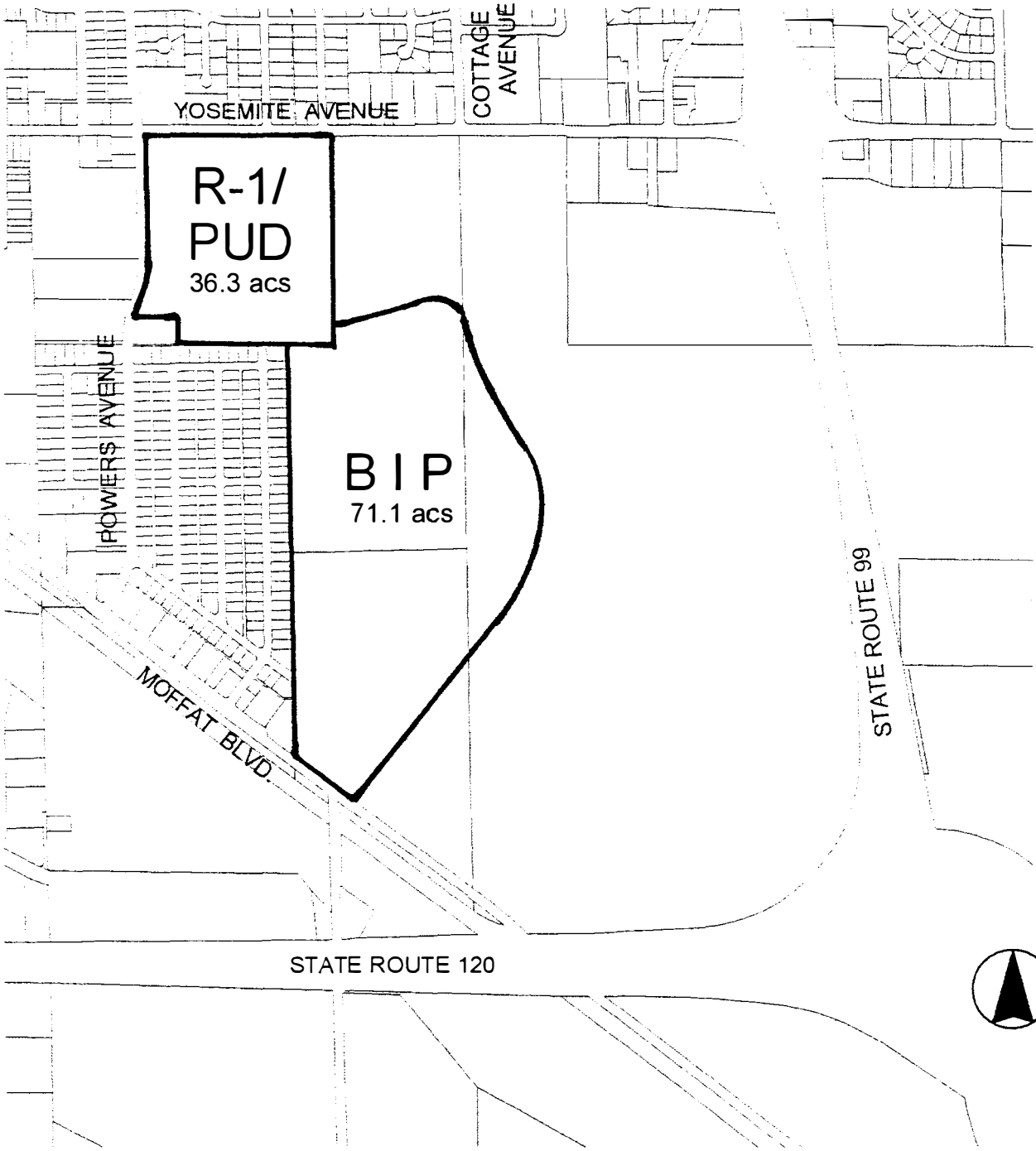
Initiated by: SPRECKELS DEVELOPMENT CO.

Date: 9-20-96

Rezone To: R-1 (Single Family Residential)
PUD Overlay 36.3 acs. and
BIP (BUSINESS INDUSTRIAL PARK) 71.1 acs

EXHIBIT G

98000136



PUD OVERLAY NO. PCD-96-2

Initiated by: SPRECKELS DEVELOPMENT CO.

Date: 9-20-96

Rezone To: R-1 (Single Family Residential)
PUD Overlay 36.3 acs. and
BIP (BUSINESS INDUSTRIAL PARK) 71.1 acs

EXHIBIT "H"

ORDINANCE NO. 1073

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MANTECA
ADOPTING THE DEVELOPMENT AGREEMENT
RELATING TO THE DEVELOPMENT KNOWN AS
SPRECKELS PARK

THE CITY COUNCIL OF THE CITY OF MANTECA DOES ORDAIN AS FOLLOWS:

Section 1. General Plan Consistency.

The City Council hereby finds that the provisions of that certain development agreement relating to the development known as Spreckels Park ("Development Agreement"), a copy of which is attached to this Ordinance as Exhibit 1 and incorporated herein by this reference, and which has been found by the City Planning Commission to be adequate for approval, is consistent with the City's General Plan, as amended, because this site is designated for a mix of industrial, commercial and residential purposes, and is being used consistent with the General Plan.

Section 2. Environmental Compliance.

The Development Agreement has been properly reviewed and assessed by the City pursuant to the California Environmental Quality Act, California Public Resources Code Section 21000 et. seq., the CEQA Guidelines, 14 California Administration Code Section 15000 et. seq., and local regulations promulgated thereunder (collectively referred to as "CEQA"). Based on the initial study, the mitigated negative declaration, the comments received thereon, and the record before the City Council, the City Council hereby finds that the mitigated negative declaration prepared for the Project represents the independent judgment of the City and that there is no substantial evidence that the approval of the Project may have any significant environmental impact. The documents and other material which constitute the record on which this decision is based are located in the Department of Community Development, and are in the custody of the Community Development Director.

Section 3. Approval of Development Agreement.

For the reasons set forth in the Development Agreement and pursuant to the Government Code Sections 65864 et. seq. and the City's local regulations, the City Council hereby approves the Development Agreement and hereby authorizes the Mayor to execute the Development Agreement on behalf of the City of Manteca. The City Council further directs the City Manager or his designee to file and post a Notice of Determination (pursuant to CEQA) regarding the action taken by this Ordinance with the County Clerk.

Section 4. Severability.

If any section, subsection, subdivision, paragraph, sentence, clause or phrase of this Ordinance is for any reason held to be unconstitutional or invalid, such a decision shall not affect the validity of the remaining portions of this Ordinance. The City Council hereby declares that it would have passed each section, subsection, subdivision, paragraph, sentence, clause or phrase of this Ordinance irrespective of the unconstitutionality or invalidity of any section, subsection, subdivision, paragraph, sentence, clause or phrase.

Section 5. Statute of Limitations.

No action or proceeding ("Action") by a person, public agency, or public or private corporation, partnership, association, organization or other business or non-business entity other than the parties to the Agreement or their successors (collectively referred to as "Third Party") to attack, review, interpret, set aside, void, or annul all or any part of the Development Agreement or the decision of the City of Manteca to approve and execute the Development Agreement shall be maintained, unless the Action is commenced and service made on the City of Manteca within 120 days from the City's adoption of the Development Agreement.

Section 6. Effective Date.

This Ordinance shall become effective thirty (30) days after adoption.

Section 7. Publication.

Within fifteen days of the adoption of this Ordinance, the City Clerk shall cause a copy of this Ordinance to be published once in the Manteca Bulletin, a newspaper of general circulation, along with a notice setting forth the date of adoption and the title of this Ordinance.

DATED: November 3, 1997

ROLL CALL:
AYES: Councilmen Harris, C. Perry, Smart, Weatherford and W. Perry
NOES: None
ABSTAIN: None
ABSENT: None
ATTEST: None

JOANN TILTON, City Clerk

WILLIAM L. PERRY, Mayor

98000136

CERTIFICATE

I, JOANN TILTON, City Clerk of the City of Manteca, do hereby certify that Ordinance No. 1073 was INTRODUCED at the regular meeting of the Manteca City Council held the 20th day of October, 1997, and was thereafter PASSED, ADOPTED AND ORDERED TO PRINT at the regular meeting of the Manteca City Council held the 3rd day of November, 1997.

JOANN TILTON
CITY CLERK

98000136

EXHIBIT "I"

Fees Payable at Building Permit

Water Distribution/Development
Water Meter Connection
Storm Drainage
Transportation
Sewer Treatment/Connection (fee to be modified)
Sewer Collection (any discharge into Zone 21 shall pay the Zone 24 fee)
Government Facilities
Major Equipment Purchase
Fire Sprinkler In-Lieu
Building Permit
Plan Check
Pumb/Mech/Elect
S.M.I.P. (State of California Fee)