

WHEN RECORDED MAIL TO:
JOANN TILTON, MMC
CITY CLERK
CITY OF MANTECA
1001 W. CENTER STREET
MANTECA, CA 95337

Doc #: 2008-162659
Wed Oct 08 09:44:06 PDT 2008
Page: 1 of 10 Fee: \$0
Gary W. Freeman
San Joaquin County Recorders
Paid By: SHOWN ON DOCUMENT



SECOND AMENDMENT TO THE OLEANDER ESTATES DEVELOPMENT AGREEMENT

THIS SECOND AMENDMENT is entered into this 2nd day of October, 2008 by and between the **CITY OF MANTECA**, a municipal corporation organized and existing under the laws of the State of California ("City") and **RAYMUS HOMES**, a California Corporation (hereinafter referred to as "Developer"). This Second Amendment is to that Development Agreement ("Agreement") entered into the 18th day of April 2007, by and between the City and the Raymus Homes, a California Corporation. City and Developer are from time to time hereinafter referred to individually as a party or collectively as the "Parties."

RECITALS

- A. The Project has been approved for 544 single-family homes on low-density residential land, with all related improvements required.
- B. The Project originally received sewer allocations that are valid for a three-year period.
- C. The City and Developer approved the First Amendment to the Agreement, extending the life of the sewer allocations from three years to five years. The original term of the Agreement was for ten years. Developer is seeking to amend the Agreement extending the term of the Agreement by two years to coincide with the extended life of the sewer allocations.
- D. The Agreement authorizes amendments from time to time in whole or in part by mutual consent of the Parties.
- E. 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 in the Agreement 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 the Agreement is expressly amended by this Second Amendment, the Agreement shall remain operative and in full force and effect.

3. Section 1.05 is hereby amended to read as follows:

“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 twelfth anniversary of the Effective Date. Upon the expiration of the Term, this Agreement shall terminate and be of no further force or effect; provided, however, such termination shall not affect any claim of any party hereto, arising out of the provisions of this Agreement, prior to the effective date of such termination, or affect any right or duty arising from entitlements or approvals, including the Project Approvals, applicable to the Project Site approved prior to the effective date of the termination, and all representations and warranties set forth herein shall survive such termination.”

4. Section 4.02(g)(2)(B) is hereby amended to read as follows:

“Project Allocations granted for 2010, 2011 and 2012 shall only be available upon completion of the Phase 4 expansion, except otherwise provided for in Section 4.01, or until such time as additional waste water treatment capacity is reallocated from other sources, as further described in Section 4.02(g). The Term of this Agreement shall automatically be extended if any Phase 4 Project Allocations are delayed beyond the currently expected completion date of 2012.”

5. Section 4.02(g)(2)(C) is hereby amended to delete last sentence that reads:

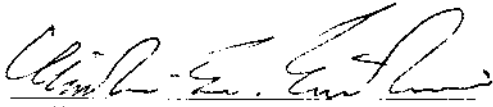
“This provision shall only apply to the standard low-density residential Project Allocations and not the Age-restricted senior allocations.”

6. Developer shall comply with the Agreement, unless otherwise provided in this Second Amendment.

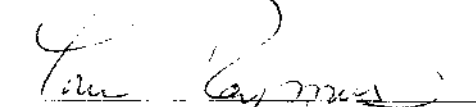
7. Developer shall be the first to sign this Second Amendment and then shall deliver this Second Amendment to the City Manager, who will immediately schedule this Second Amendment for public hearings before the Planning Commission and City Council. After the City Council approves this Second Amendment, the Mayor shall sign this Second Amendment, and the City Clerk shall, at Developer's expense (which has been paid through the Developer's application fee), 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 acknowledgement pages to this Second Amendment; the last date in time shall be the date appearing in the preamble to this Second Amendment.

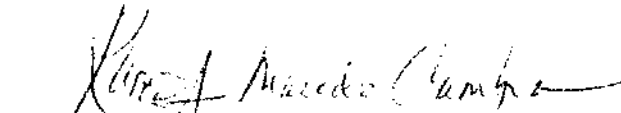
"City"
CITY OF MANTECA

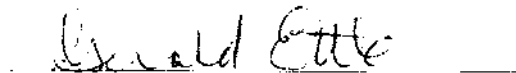

Willie W. Weatherford, Mayor

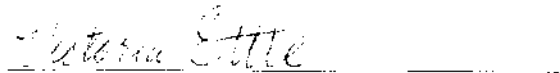
"Developer"
RAYMUS HOMES, INC.

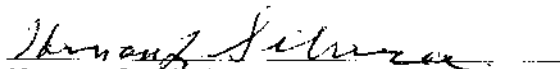

Toni Raymus, President

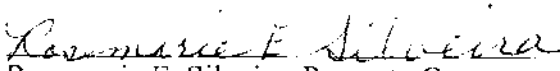

Bob Raymus, Vice President

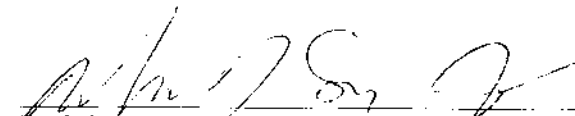

Karen A. Macedo Cambra, Property Owner

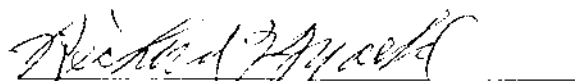

Gerald Ettle, Property Owner


Victoria Ettle, Property Owner


Herman L. Silveira, Property Owner


Rosemarie E. Silveira, Property Owner


Melvin D. Luiz Jr., Property Owner


Richard F. Machl, Property Owner

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of San Joaquin

On 7-23-08

Date

before me,

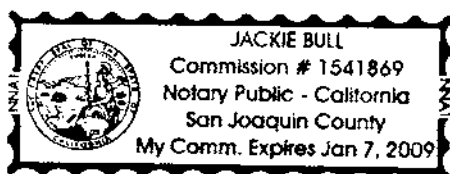
Jackie Bull, Notary Public

Here Insert Name and Title of the Officer

personally appeared Tom Raymundo

Name(s) of Signer(s)

Robert A Raymundo



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.

Place Notary Seal Above

Signature

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

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CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of San Joaquin

On 8-6-08

Date

before me,

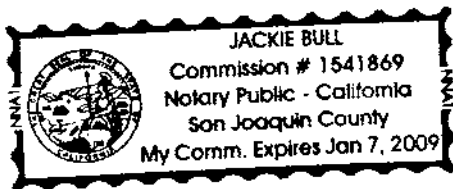
Jackie Bull, Notary Public

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personally appeared

Karen A Macedo Cambria

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.

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Partner — Limited General

Attorney in Fact

Trustee

Guardian or Conservator

Other: _____

Signer Is Representing: _____

Signer's Name: _____

Individual

Corporate Officer — Title(s): _____

Partner — Limited General

Attorney in Fact

Trustee

Guardian or Conservator

Other: _____

Signer Is Representing: _____

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of San Joaquin

On 2-23-08

Date

before me,

Jackie Bull, Notary Public

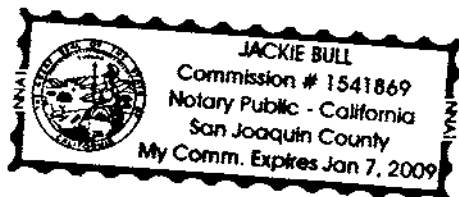
Here Insert Name and Title of the Officer

personally appeared

Gerald Eitle and

Names of Signer(s)

Victoria V. Eitle



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

Signature of Notary Public

Place Notary Seal Above

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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

Back of thumb print

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

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CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of San Joaquin

On 7-25-08

Date

before me, Jackie Bull, Notary Public

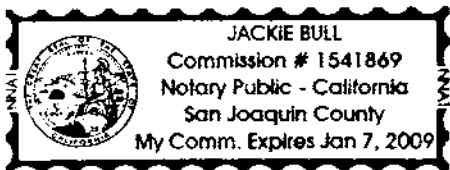
Here Insert Name and Title of the Officer

personally appeared

Herman L. Salazar and

Name(s) of Signer(s)

Rosemarie E. Salazar



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.

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Signature

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Attorney in Fact

Trustee

Guardian or Conservator

Other: _____

RIGHT THUMBPRINT
OF SIGNER

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Signer's Name: _____

Individual

Corporate Officer — Title(s): _____

Partner — Limited General

Attorney in Fact

Trustee

Guardian or Conservator

Other: _____

RIGHT THUMBPRINT
OF SIGNER

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Signer Is Representing: _____

Signer Is Representing: _____

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of

San Joaquin }

On

8-1-08

Date

before me,

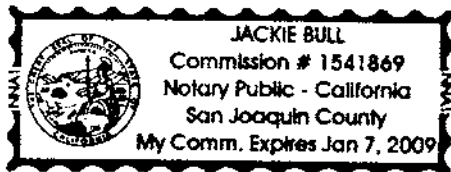
Jackie Bull, Notary Public

Here Insert Name and Title of the Officer

personally appeared

Melvin D. Lutz Jr.

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

Signature of Notary Public

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Signer's Name:

Individual

Corporate Officer — Title(s):

Partner — Limited General

Attorney in Fact

Trustee

Guardian or Conservator

Other:

RIGHT THUMBPRINT
OF SIGNER

Foot of thumb here

Signer's Name:

Individual

Corporate Officer — Title(s):

Partner — Limited General

Attorney in Fact

Trustee

Guardian or Conservator

Other:

RIGHT THUMBPRINT
OF SIGNER

Foot of thumb here

Signer Is Representing:

Signer Is Representing:

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of San Joaquin }

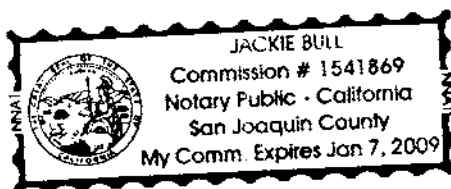
On 8-1-08 Date

before me,

Jackie Bull Notary Public
Here Insert Name and Title of the Officer

personally appeared

Richard F. Magel
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.

Place Notary Seal Above

Signature

Signature of Notary Public

OPTIONAL

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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 thumbprint

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 thumbprint

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of San Joaquin

On 9/17/08 before me, Marilyn Bates, Notary Public
Date Here Insert Name and Title of the Officer
personally appeared Willie W. Weatherford
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 Marilyn Bates
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

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Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

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

RIGHT THUMBPRINT
OF SIGNER
Top of thumb here

Signer Is Representing: _____

Signer's Name: _____

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

RIGHT THUMBPRINT
OF SIGNER
Top of thumb here

Signer Is Representing: _____



FILE COPY

CITY OF MANTECA

COMMUNITY DEVELOPMENT
DEPARTMENT

August 4, 2008

Raymus Homes
250 Cherry Lane, Suite 116
Manteca, CA 95336

**SUBJECT: Proposed Second Amendment to the Oleander Estates
Development Agreement, No. DAA-08-08.**

At its regular meeting of July 29, 2008, the Manteca Planning Commission voted to forward a favorable recommendation to the City Council for approval of the Second Amendment to the Oleander Estates Development Agreement No. DAA-08-08, by approving resolution number 1262.

This item has been tentatively scheduled for City Council at their regular meeting on August 18, 2008, at 7:00 pm in the Council Chambers.

If you have any questions or need clarifications, please contact the Assistant City Manager, Karen McLaughlin at (209) 239-8400.

Sincerely,

Mark C. Nelson
Community Development Director

Any decision by the Planning Commission may be appealed to the City Council within ten days of the decision. This may be accomplished by submitting a letter to the City Council accompanied by a \$250.00 fee.



City of Manteca

NOTICE OF EXEMPTION

Amendment No. 2 to the Oleander Estates Development Agreement by and between
City of Manteca and Raymus Homes

ASSESSOR-RECORDER
SAN JOAQUIN COUNTY

2008 AUG 19 PM 3:22

SAN JOAQUIN COUNTY

R. Paulsen

Lead Agency- City of Manteca
Community Development
1001 W. Center Street
Manteca, Ca 95337
Phone: 209-239-8427

File with County Clerk
San Joaquin County
24 S. Hunter Street, Room 343
Stockton, CA 95202

Project: The project consists of minor amendments to the adopted Development Agreement to modify the term (life) of the development agreement, extending it by two years. The agreement was approved for a period of eight years. However, in June the Planning Commission recommended, and the City Council approved, an extension of the life of the sewer allocations, from three years to five. This amendment will now extend the overall term of the development agreement from 10 to 12 years, to coincide with the life of the last year's allocation contained in the agreement.

Project Name: Oleander Estates

Location: 1600 Woodward Avenue, South side of Woodward Avenue between S. Airport Way and S. Union Road.

Property Owners: Raymus Homes

Owner Addresses: 250 Cherry Lane, Suite 116
Manteca, CA 95336

NOTICE is hereby given that the project listed above is:

- ☒ Not subject to CEQA {15061(b)(3)}, {15378(a)(1)}
- ☐ Ministerial
- ☐ Declared Emergency
- ☐ Emergency Project
- ☐ Categorically Exempt {15305}, Class 5, Minor Alterations in Land Use Limitations.

The reason for this determination is: The Amendment to the Development Agreement modifies the term of the agreement, which makes no changes to permitted land uses or structures therefore having no impact on the environment, and is not subject to CEQA pursuant to 15061(b)(3) under the general rule that CEQA applies only to projects that have the potential for causing a significant effect on the environment.

[Signature]
Environmental Review Officer

Date: July 28, 2008

**MINUTES OF THE PLANNING COMMISSION
MEETING HELD JULY 29, 2008**

The meeting of the Manteca City Planning Commission held on Tuesday, July 29, 2008, was called to order by Chairman Shaw at 7:00 p.m.

COMMISSIONERS PRESENT: Kirk Dall, Bobby Shaw, Eric Hayes and Mark Abram

COMMISSIONERS ABSENT: Brian Gookins

STAFF PRESENT: Mark Meissner, Planning Manager; Lisa Gain, Administrative Assistant III, Mandy Bahia, Assistant Planner and Frederic Clark, Assistant Director of Public Works.

MINUTES:

None

MEMBERS OF THE PUBLIC:

None

AGENDA MODIFICATIONS:

None

6.1 Second Amendment to the Villa Ticino West Development Agreement No DAA-08-06. Mark Meissner, Planning Manager, represented the item on behalf of the Assistant City Manager, Karen McLaughlin, explaining that this project is an amendment to modify the terms of the existing Development Agreement between the City and Villa Ticino West. This is to clean up an oversight from prior amendments approved by Planning Commission and City Council that will extend this amendment from nine to eleven years.

Mark concluded by saying that the City received a letter from legal council of the project site which is located across from Louise Avenue and pointed out that each Commissioner should have received a copy of the letter and opened up the floor for the City Attorney, John Brinton, to speak regarding this issue.

John Brinton said that he would comment after the legal councils' presentations, but he thinks the issues have been worked out for now.

QUESTIONS OF STAFF:

None

OPENED PUBLIC HEARING

Mike Hakeem stood representing Villa Ticino West and Toinette Rossi who is in the audience. He explained that he wants the term of the agreement consistent with the length and term of the sewer allocation and when the sewer allocation was extended, the term of the Development Agreement needs to mirror so they have the same ending date. He continued to explain that the letters before the Commission is a request for reimbursement from Mr. Petredis' client, Assieh Development, which is adjacent to this project site on West Louise. This reimbursement is for a traffic signal which Assieh Development was required to install. But after talking with City Attorney, John Brinton and Community Development Director Mark Nelson, they have agreed that the paper trail should go back to the Subdivision Agreement and not the Development Agreement as originally thought.

QUESTIONS OF APPLICANT

None

Nick Petredis, 125 South Market Street in San Jose, stood and said that he echoes what Mike Hakeem said and that he has no desire to delay the Villa Ticino West project. He just doesn't want any confusion down the road regarding the traffic signal, which fits most appropriately in the Subdivision Agreement and not the Development Agreement.

QUESTIONS OF APPLICANT

Commissioner Hayes wanted to clarify with Mr. Petredis that he doesn't have any problems with the project or the Development Agreement as it is. Mr. Petredis agreed that he does not have any problems.

CLOSED PUBLIC HEARING

John Brinton, the City Attorney, wanted to confirm what the two applicants spoke about regarding the proper procedure in the reimbursement when the Subdivision Agreement is set to move forward. At that time, an appropriate reimbursement would have the same wording as the Assieh project. What should have happened is there would have been three sealed bids for the improvements that would be opened by the City Clerk and the lowest bidder would be the choice from those three bids and that price would serve as the benchmark to issue the reimbursement. But, if that process wasn't used, the City does have an optional procedure that has been used in the past which may have happened in this case. He assured the Commission to proceed by acting on the Development Agreement as presented before them tonight.

Commissioner Dall asked if the Subdivision Agreement will come to them at a future date and John Brinton answered yes but we don't know when. Hopefully sooner than later.

COMMISSIONER ABRAM MOTIONED WITH COMMISSIONER HAYES
SECONDING TO APPROVE RESOLUTION NO. 1260 MAKING REQUIRED
FINDINGS TO FORWARD A FAVORABLE RECOMMENDATION TO THE CITY
COUNCIL TO APPROVE DEVELOPMENT AGREEMENT AMENDMENT NO.
DAA-08-06. MOTION CARRIES 4-0.

6.2 Sixth Amendment to the Tesoro Development Agreement No. DAA-08-07. Mark Meissner explained that they are amending a 485 lot square-foot subdivision that is on 150 acres, northeast on Woodward Avenue and Van Ryn Avenue. This amendment is only to the homes being developed, which need an additional 3" Variance that has to do with a change in building code that relates to fire separations. We need to maintain a 5' side yard setback, not measuring from the footing, but from the finished face of the wall. Public Notice was distributed and received no comments. Staff has found this project to be exempt from CEQA.

QUESTIONS OF STAFF

None

OPEN PUBLIC HEARING

CLOSED PUBLIC HEARING

QUESTIONS OF STAFF:

Commissioner Hayes said he wasn't clear on why we need the 3" modification to the setback.

Mark Meissner explained that this was originally zoned as a Planned Development and the setbacks that were established were less than what the City required. A single-story home had 5' setbacks,

a 1-1/2 story home has 5' setback on one side and 7' setback on the other side and the two-story homes has 5' setback on one side and 9' on the other. Because of the change in the building code, Standard Pacific Homes wants to measure from the finished face of the wall instead of the foot of the foundation. If they measure from the finished face of the wall, they have to push the house over 3". So the 7' and 9' setbacks would be 3" shorter.

Commissioner Hayes then explained that he is used to seeing the wall a couple inches wider than the foundation. He then asked if they want to measure from the foundation. Mark Meissner said no, they want to measure from the finished face of the wall. He's not sure why but that was the applicants request.

Commissioner Hayes said he still didn't understand and agreed that 3" isn't a huge deal but that he's just not sure what the problem is.

COMMISSIONER ABRAM MOTIONED WITH COMMISSIONER DALL SECONDING TO ADOPT RESOLUTION NUMBER 1261, MAKING REQUIRED FINDINGS TO FORWARD A FAVORABLE RECOMMENDATION TO THE CITY COUNCIL TO APPROVE DEVELOPMENT AGREEMENT AMENDMENT NO. DAA-08-07. MOTION CARRIES 3-1 (HAYES VOTED NO).

6.3 Second Amendment to the Oleander Estates Development Agreement No. DAA-08-08.

Mark Meissner described this project as a 544 lot single-family subdivision on the south side of Woodward and Union Roads. He then explained that this amendment is similar to the first item of the evening in that they are extending the life of the sewer allocations from 10-12 years, an additional two years. This is due to the same oversight in the previous Development Agreement that extended the life of the sewer allocations by two years past the actual life of the Development Agreement. Public Notice was distributed and received no comments. Staff has found this project to be exempt from CEQA.

QUESTIONS OF STAFF

None

OPEN PUBLIC HEARING

Mike Hakeem stood and said that this item is similar to the first item of the evening in that they don't get ahead or behind on the sewer allocations and offered to answer any questions the Commission had.

QUESTIONS OF APPLICANT

None

CLOSED PUBLIC HEARING

COMMISSIONER HAYES MOTIONED WITH COMMISSIONER DALL SECONDING TO ADOPT RESOLUTION NUMBER 1262, MAKING REQUIRED FINDINGS TO FORWARD A FAVORABLE RECOMMENDATION TO THE CITY COUNCIL TO APPROVE DEVELOPMENT AGREEMENT AMENDMENT NO. DAA-08-08. MOTION CARRIES 4-0.

6.4 Second Amendment to the Sundance Development Agreement No. DAA-08-09. Mark Meissner said that this project is from Frontier Homes and various members of the Dutra family which was originally approved in 2007. This is a 452 lot single-family residential subdivision on the north side of Airport and Union Roads. This amendment is also adding an additional two years of the Development Agreement from 8-10 years for the same reasons as Oleander Estates and Villa Ticino West. Public Notice was distributed and received no comments. Staff has found this project to be exempt from CEQA.

QUESTIONS OF STAFF

None

OPEN PUBLIC HEARING

Mike Hakeem stood representing Pete Gibson on this project and to avoid spending too much time at the podium, he said that this project is mirroring the terms and sewer allocations as Oleander Estates and Villa Ticino West.

QUESTIONS OF APPLICANT

None

CLOSED PUBLIC HEARING

COMMISSIONER HAYES MOTIONED WITH COMMISSIONER ABRAM SECONDING TO ADOPT RESOLUTION NUMBER 1263, MAKING REQUIRED FINDINGS TO FORWARD A FAVORABLE RECOMMENDATION TO THE CITY COUNCIL TO APPROVE DEVELOPMENT AGREEMENT AMENDMENT NO. DAA-08-09. MOTION CARRIES 4-0.

6.5 Minor Subdivision Map No. SDN-08-02, Spreckels Retail Parcel Map. Assistant Mandy Bahia opened up by explaining that this project is a total of 4.79 acres. The applicant would have more financial flexibility by splitting this lot into two; one lot consisting of 2.61 acres and the other 2.18 acres. This project will have no impact on parking or the existing development. This project is also exempt from CEQA.

QUESTIONS OF STAFF

None

OPEN PUBLIC HEARING

Mike Leer from MCR Engineering here in Manteca stood and said that this project is really an uncomplicated tentative parcel map and is here to answer any questions the Commission would have for him.

QUESTIONS OF APPLICANT

Commissioner Hayes asked if the applicant agrees with all of the terms and conditions.

Mr. Leer answered saying yes.

CLOSED PUBLIC HEARING

COMMISSIONER ABRAM MOTIONED WITH CHAIRMAN SHAW SECONDING TO ADOPT RESOLUTION NUMBER 1259, MAKING REQUIRED FINDINGS TO APPROVE MINOR SUBDIVISION MAP NO. SDN-08-02. MOTION CARRIES 4-0.

6.6 Initial Study Mitigated Negative Declaration and Site Plan Review No. SPA-06-02, Tesoro Apartments. Mark Meissner explained that this project is located at 1201 E. Atherton Drive which is south of Interstate 120 and east of Van Ryn Drive. This is a 300 unit apartment complex on 15.37 acre parcel. They also need to consider a Mitigated Negative Declaration as adequate documentation under CEQA. This project also includes 19 two and three story buildings with apartments that range from 737 square-feet to 1,574 square feet which also includes a clubhouse, swimming pool, children's playground, walled storage area, garages and other types of parking. This is a well designed project and will be an asset to the community.

QUESTIONS OF STAFF

Commissioner Hayes asked if the amended conditions were to replace the conditions that they received prior and if this project was approved, it would be with the amended conditions. Mark Meissner answered yes.

OPEN PUBLIC HEARING

Ron Cheek from RLC Associates stood and said that this is part of a 485 home subdivision that was approved years back. This is zoned PD and the General Plan designation is High Density Residential which this project is consistent with. He has worked with staff on modifying the terms in which they agree with. This project is similar to the Paseo West project to the west, but Tesoro is a little more enhanced than Paseo.

QUESTIONS OF APPLICANT

Commissioner Hayes remembered back when they approved Paseo, there was a concern about the noise from the highway. He wanted to know if these apartments were going to be as noise proof as Paseo.

Ron answered by saying that they have provided a noise report prepared by an Acoustic Engineer that demonstrated noise levels. The pool area is surrounded by three-story units to protect from the freeway noise. The Acoustic Engineer suggested bringing some of the garages together near the tot-lot to protect the playground from the freeway noise. With all of these suggestions, it meets the City's noise requirements.

CLOSED PUBLIC HEARING

COMMISSIONER ABRAM MOTIONED WITH COMMISSIONER DALL SECONDING TO ADOPT RESOLUTION NUMBER 1258, MAKING REQUIRED FINDINGS TO FORWARD A FAVORABLE RECOMMENDATION TO THE CITY COUNCIL TO ADOPT A MITIGATED NEGATIVE DECLARATION AND SITE PLAN REVIEW NO. SPA-06-02.. MOTION CARRIES 4-0.

OTHER SCHEDULED ITEMS

None

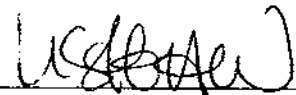
COMMISSIONER COMMENTS:

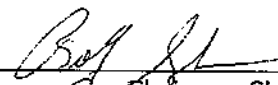
Commissioner Hayes asked that when receiving large environmental documents, that the City give them more time to read over the material.

Mark Meissner agreed but explained that the City was on a tight schedule and apologized for the last minute reading.

ADJOURNMENT:

This meeting of Tuesday, July 29, 2008 was adjourned at 7:40 p.m. to the Regular Planning Commission meeting of August 12, 2008 at 7:00 p.m.


Secretary


Chairman Shaw

PUBLIC NOTICE
CITY OF MANTECA/LEGALS
1001 W. CENTER STREET
MANTECA, CA 95337

MB#07-178

State of California

County of San Joaquin

2015.5 C.C.P.

of the said County, being duly sworn, deposes and says:

I am a citizen of the United States and a resident of the County aforesaid, I am over the age of eighteen years, and not a party to or interested in the above entitled matter. I am the principal clerk of the printer of the Manteca Bulletin, a newspaper of general circulation, printed and published Daily in the City of Manteca, California, County of San Joaquin, and which newspaper has been adjudged a newspaper of general circulation by the Superior Court, Department 4, of the County of San Joaquin, State of California, under the date of May 12th 1952, Case Number 52904; that the notice, of which the annexed is printed copy (set in type not smaller than non-pareil), has been published in each regular and entire issue of said newspaper and not in any supplement thereof on the following dates, to wit:

JULY 18, 2008

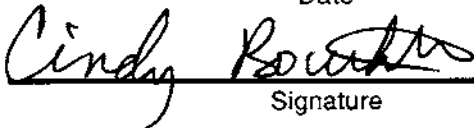
All in the Year **2008**

I certify (or Declare), under penalty of perjury that the foregoing is true and correct.

Dated at Manteca, California, this day of:

July 18, 2008

Date


Signature

MANTECA BULLETIN

PAUL MAHONY - PUBLISHER
P.O. BOX 1958
531 EAST YOSEMITE AVE.
MANTECA, CALIFORNIA 95336-0912
PHONE (209)249-3500
FAX (209) 249-3551

AFFIDAVIT OF PUBLICATION

The Planning Commission of the City of Manteca will hold a public hearing in the City Council Chambers at City Hall, 1001 W. Center Street, Manteca, California, at 7:00 p.m., on Tuesday, July 29, 2008, on the following matter. All persons having an interest in this project are invited to be present to testify in person, or to submit statements either in person or in writing prior to the hearing.

Project: Second Amendment to the Oleander Estates Development Agreement No. DAA-08-08

Location: 1600 Woodward Avenue

South side of Woodward Avenue between S. Airport Way and S. Union Road

Description: Consider approval of the second amendment to the Oleander Estates Development Agreement, amending the overall term of the development agreement to coincide with the life of the allocations contained in the agreement.

Applicant: Raymus Homes
250 Cherry Lane,
Suite 118
Manteca, CA 95336

Environmental review has resulted in a Notice of Exemption being prepared. A copy of the Exemption is available for review in the Community Development Department.

If you challenge the project and entitlements or its environmental documentation in court, you may be limited to raising only those issues you or someone else raised at the public hearing described in this notice, or in written correspondence delivered to the Planning Commission at, or prior to, the public hearing.

In compliance with the Americans with Disabilities Act, if you need special assistance to participate in this meeting, please call (209) 239-8427. Notification 48 hours prior to the meeting will enable the City to make reasonable arrangements to ensure accessibility.

For more information contact the Community Development Department, 1001 W. Center Street, Manteca, CA 95337. Phone: (209) 239-8427. Fax: (209) 825-2349. E-mail: planning@ci.manteca.ca.us

Publication Date:
July 18, 2008
MB#07-178



STATE OF CALIFORNIA - THE RESOURCES AGENCY
DEPARTMENT OF FISH AND GAME
ENVIRONMENTAL FILING FEE CASH RECEIPT

358261

Lead Agency: City of Manteca Date: 8/14/08
County/State Agency of Filing: San Joaquin County Document No.:
Project Title: San Joaquin County
Project Applicant Name: San Joaquin County
Project Applicant Address:
City: Manteca State: CA Zip Code: 95202 Phone Number: (510) 991-292

Project Applicant (check appropriate box):

☐ Local Public Agency ☐ School District ☐ Other Special District ☐ State Agency ☒ Private Entity

Check Applicable Fees:

☐ Environmental Impact Report	\$2606.75	\$	
☐ Negative Declaration	\$1876.75	\$	
☐ Application Fee Water Diversion (State Water Resources Control Board Only)	\$886.25	\$	
☐ Projects Subject to Certified Regulatory Programs	\$886.25	\$	
☒ County Administrative Fee	\$50.00	\$	<u>50</u>
☒ Project that is exempt from fees			
☒ Notice of Exemption			
☐ DFG No Effect Determination (Form Attached)			

TOTAL RECEIVED \$ 50

Signature and title of person receiving payment: [Signature]

WHITE-PROJECT APPLICANT

YELLOW-DFG/ASB

PINK-LEAD AGENCY

GOLDENROD-COUNTY CLERK

DFG 753.5a (Rev. 11/07)

San Joaquin County Recorders

Gary W. Freeman
6 S. El Dorado 2nd Floor
Stockton, Ca 95202
Receipt: 0087098

Product	Name	Extended
CCA	Clerk County Admin	\$50.00
CCA	Clerk County Admin	\$50.00
CCA	Clerk County Admin	\$50.00
CCA	Clerk County Admin	\$50.00
CCA	Clerk County Admin	\$50.00
Total		\$250.00
Tender (Check)		\$250.00
Check# 188283, Paid By city of manteca		

Thank You!

Tue Aug 19 15:57:22 PDT 2008 patp



City of Manteca

NOTICE OF EXEMPTION

Amendment No. 2 to the Oleander Estates Development Agreement by and between
City of Manteca and Raymus Homes

ASSESSOR/RECORDER
COUNTY CLERK
2008 AUG 19 PM 3:32
SAN JOAQUIN COUNTY
P. Paulsen

Lead Agency- City of Manteca
Community Development
1001 W. Center Street
Manteca, Ca 95337
Phone: 209-239-8427

File with County Clerk
San Joaquin County
24 S. Hunter Street, Room 343
Stockton, CA 95202

Project: The project consists of minor amendments to the adopted Development Agreement to modify the term (life) of the development agreement, extending it by two years. The agreement was approved for a period of eight years. However, in June the Planning Commission recommended, and the City Council approved, an extension of the life of the sewer allocations, from three years to five. This amendment will now extend the overall term of the development agreement from 10 to 12 years, to coincide with the life of the last year's allocation contained in the agreement.

Project Name: Oleander Estates

Location: 1600 Woodward Avenue, South side of Woodward Avenue between S. Airport Way and S. Union Road.

Property Owners: Raymus Homes

Owner Addresses: 250 Cherry Lane, Suite 116
Manteca, CA 95336

NOTICE is hereby given that the project listed above is:

- ☒ Not subject to CEQA {15061(b)(3)}, {15378(a)(1)}
- ☐ Ministerial
- ☐ Declared Emergency
- ☐ Emergency Project
- ☐ Categorically Exempt {15305}, Class 5, Minor Alterations in Land Use Limitations.

The reason for this determination is: The Amendment to the Development Agreement modifies the term of the agreement, which makes no changes to permitted land uses or structures therefore having no impact on the environment, and is not subject to CEQA pursuant to 15061(b)(3) under the general rule that CEQA applies only to projects that have the potential for causing a significant effect on the environment.

[Signature]
Environmental Review Officer

Date: July 28, 2008

INVOICE

DESCRIPTION

ACCOUNT

DATE

AMOUNT

07/25/2008	NOT OF EXEMPTIO	VILLA TICINO WEST DAA0806	00109095121326	50.0
07/25/2008	NOT OF EXEMPTIO	TESORO DEV AGREE DAA0807	00109095121326	50.0
07/25/2008	NOT OF EXEMPTIO	OLEANDER EST DEV DAA0808	00109095121326	50.0
07/25/2008	NOT OF EXEMPTIO	SUNDANCE DEVEL DAA0809	00109095121326	50.0
07/25/2008	NOT OF EXEMPTIO	SPRECKELS RETAIL SDN0802	00109095121326	50.0

SAN JOAQUIN COUNTY CLERKS OFF

1336

TOTAL

*****250.00

THE FACE OF THIS DOCUMENT HAS A COLORED BACKGROUND - NOT A WHITE BACKGROUND



CITY OF MANTECA
1001 WEST CENTER STREET
MANTECA, CALIFORNIA 95337

BANK OF AMERICA, N.T. & S.A.
MANTECA, CALIFORNIA

11-35/1210

188283

VOID 90 DAYS AFTER CHECK DATE

VENDOR NUMBER
1336

DATE
08/08/2008

CHECK NUMBER
188283

NET AMOUNT
*****250.00

TWO HUNDRED FIFTY AND 00/100 DOLLARS

PAY
TO THE
ORDER
OF

SAN JOAQUIN COUNTY CLERKS OFF
COMMUNITY DEVELOPMENT

[Handwritten Signature]

AUTHORIZED SIGNATURE

THE BACK OF THIS DOCUMENT CONTAINS A WATERMARK - HOLD AT AN ANGLE TO VIEW

⑈ 188 283 ⑈ ⑆ 121000358⑆ 01438 80200 ⑈



FILE COPY

NOTICE OF PUBLIC HEARING
BY THE MANTECA PLANNING COMMISSION
FOR THE CONSIDERATION OF
SECOND AMENDMENT TO THE OLEANDER ESTATES
DEVELOPMENT AGREEMENT NO. DAA-08-08

BEFORE THE PLANNING COMMISSION OF THE CITY OF MANTECA NOTICE IS HEREBY GIVEN that on July 29, 2008, at 7:00 p.m., a public hearing will be held in the City Council Chambers, 1001 W. Center Street, Manteca, California, for the purpose of hearing and receiving evidence, both oral and documentary, in support of or in opposition to the following:

PROJECT NO.: Second Amendment to the Oleander Estates Development Agreement No. DAA-08-08.

PROJECT: Consider approval of the second amendment to the Oleander Estates Development Agreement, amending the overall term of the development agreement to coincide with the life of the allocations contained in the agreement.

PROJECT LOCATION: 1600 Woodward Avenue
South side of Woodward Avenue between S. Airport Way and S. Union Road.
(See reverse for Vicinity Map of the project location.)

APPLICANT: Raymus Homes
250 Cherry Lane, Suite 116
Manteca, CA 95336

Environmental review has resulted in a Notice of Exemption being prepared. A copy of the Exemption is available for review in the Community Development Department.

If you challenge the project and entitlements or its environmental documentation in court, you may be limited to raising only those issues you or someone else raised at the public hearing described in this notice, or in written correspondence delivered to the Planning Commission at, or prior to, the public hearing.

In compliance with the Americans with Disabilities Act, if you need special assistance to participate in this meeting, please call (209) 239-8427. Notification 48 hours prior to the meeting will enable the City to make reasonable arrangements to ensure accessibility.

For more information, contact the Community Development Department, 1001 W. Center Street, Manteca, CA 95337. Phone: (209) 239-8427, Fax: (209) 825-2349, E-mail: planning@ci.manteca.ca.us.

CAMBRA, JOHN & KAREN TR
20560 OLEANDER RD
MANTECA, CA 95337-8526

DUTRA, SHIRLEY M TR ETAL
5299 E WOODWARD AVE
MANTECA, CA 95337-8357

ETTLER, GERALD & VICTORIA V TR
5232 E WOODWARD AVE
MANTECA, CA 95336

FRONTIER LAND COMPANIES
10100 TRINITY PARKWAY #420
STOCKTON, CA 95219

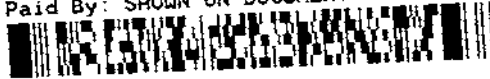
LUIZ, MELVIN D JR ETAL
20332 S OLEANDER AVE
MANTECA, CA 95337

LUIZ, MELVIN D JR ETAL
20474 S OLEANDER AVE
MANTECA, CA 95337

MAEHL, RICHARD F ETAL
PO BOX 770000
SAN FRANCISCO, CA 94177

MAEHL, RICHARD F ETAL
20332 S OLEANDER
MANTECA, CA 95337

SILVEIRA, HERMAN L & ROSEMARY
5645 E PEACH AVE
MANTECA, CA 95337



WHEN RECORDED MAIL TO:
JOANN TILTON, MMC
CITY CLERK
CITY OF MANTECA
1001 W. CENTER STREET
MANTECA, CA 95337

FIRST AMENDMENT TO THE OLEANDER ESTATES DEVELOPMENT AGREEMENT

THIS FIRST AMENDMENT is entered into this 20th day of August, 2008 by and between the **CITY OF MANTECA**, a municipal corporation organized and existing under the laws of the State of California ("City") and **RAYMUS HOMES**, a California Corporation (hereinafter referred to as "Developer"). This First Amendment is to that Development Agreement ("Agreement") entered into the 18th day of April 2007, by and between the City and the Raymus Homes, a California Corporation. City and Developer are from time to time hereinafter referred to individually as a party or collectively as the "Parties."

RECITALS

- A. The Project has been approved for 544 single-family homes on low-density residential land, with all related improvements required.
- B. The Project originally received sewer allocations that are valid for a three-year period.
- C. The Project was granted sewer allocations from the years 2006 through 2012, and required the payment of specific development agreement fees, according to a specific payment schedule, for those sewer allocations.
- D. The Developer is seeking to amend the Agreement, extending the life of the sewer allocations and amending the development agreement fee payment schedule.
- E. The Agreement authorizes amendments from time to time in whole or in part by mutual consent of the Parties.
- F. 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 in the Agreement 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 the Agreement is expressly amended by this First Amendment, the Agreement shall remain operative and in full force and effect.

3. Section 4.02(f)(3)(A) is hereby amended to read as follows:

“Twenty percent (20%) of the above-noted fees for the 2006 Project Allocations shall be paid to the City within thirty (30) days of the City’s Notice of the availability of Project Allocations for that year for the number of allocations granted in that City’s Notice. The remaining eighty percent (80%) of the fees shall be due and payable prior to the issuance of each building permit, or within three (3) years of the City’s Notice of the availability of Project Allocations for 2006 – whichever occurs first. In the event the Developer fails to pay said fees in the prescribed time, those Project Allocations for which a fee has not been paid shall be relinquished to the City, and the Developer shall not be entitled to reimbursement of any fees paid prior to that date. The revised fee payment schedule is outlined in the attached Exhibit G.”

4. Section 4.02(f)(3)(B) is hereby amended to read as follows:

“Twenty percent (20%) of the above-noted fees for the 2007 Project Allocations shall be paid to the City within one-hundred eighty (180) days of the City’s Notice of the availability of Project Allocations for that year for the number of allocations granted in that City’s Notice. The remaining eighty percent (80%) of the fees shall be due and payable prior to the issuance of each building permit, or within three (3) years of the City’s Notice of the availability of Project Allocations for 2007 – whichever occurs first. In the event the Developer fails to pay said fees in the prescribed time, those Project Allocations for which a fee has not been paid shall be relinquished to the City, and the Developer shall not be entitled to reimbursement of any fees paid prior to that date. The revised fee payment schedule is outlined in the attached Exhibit G.”

5. Section 4.02(f)(3)(C) is hereby amended to read as follows:

“Twenty percent (20%) of the above-noted fees for the Project Allocations for the remaining years shall be paid to the City within thirty (30) days of the City’s Notice of the availability of Project Allocations for the respective years for the number of allocations granted in that City’s Notice. The remaining eighty percent (80%) of the fees shall be due and payable prior to the issuance of each building permit, or within three (3) years of the City’s Notice of the availability of Project Allocations for that respective year – whichever occurs first. In the event the Developer fails to pay said fees in the prescribed time, those Project Allocations for which a fee has not been paid shall be relinquished to the City, and the Developer shall not be entitled to reimbursement of any fees paid prior to that date. The revised fee payment schedule is outlined in the attached Exhibit G.”

6. Section 4.02(f)(3)(D)(4) in the Agreement is hereby amended to read as follows:

“Water Storage Tank Payment. Developer shall pay \$1,775 at each building permit issued for the first one hundred forty-four (144) homes toward the cost of constructing a water storage tank. Developer shall pay his/her remaining pro-rata

share of the cost to finance the tank (in the amount of \$848,500) upon issuance of the one hundred forty-fifth (145th) building permit, or on January 1, 2012, whichever shall occur first. Developer shall be entitled to receive credits and/or reimbursements through an Area of Benefit or other financing mechanism approved by the City for any payment beyond the Project's impact on the City's water system as defined by the PFIP. For purposes of this section, pro-rata share shall be defined as noted in the following chart.

Project	No. of Units	Finance Share	Total Payment
Oleander	544	42%	\$966,000
Sundance	531	41%	\$943,000
Silva	217	17%	\$391,000
City	0	0	\$500,000
Total	1,292	100%	\$2,800,000

In the event the cost of the tank exceeds the estimated cost of \$2.8 million, the additional cost shall be distributed among the Oleander, Sundance and Silva projects according to the proportions outlined above."

7. Section 4.02(f)(6) is hereby added to read as follows:

"In specific consideration for the deferrals and extensions set forth in the above amendment to Section 4.02(f)(3)(A)(i), Developer hereby agrees to pay the City's Government Building Facilities Fee (the "Government Fee") that became effective January 1, 2007, including any and all increases to the fee provided in the enabling Ordinance No. 1331, unless a court of competent jurisdiction shall enter a final judgment and/or stipulation, or any revision by alternative dispute resolution, to either suspend or otherwise revise the amount or imposition of the Government Fee."

8. Section 4.02(g)(2)(F) in the Agreement is hereby amended to read as follows:

"In the event Developer does not obtain a building permit for any Project Allocations granted herein, notwithstanding the time prescribed within the Revised Community Growth Management Program, beginning with the date of the Notice of availability of the Project Allocations, then, in that event, those Project Allocations for which a building permit has not been obtained shall be relinquished by the Developer and re-allocated by the City Council at the City Council's sole discretion. The effective date of the Project Allocation is the date the City provides written Notice to Developer of the availability of Project Allocations for the Project. In the event the City requires a turnaround that would temporarily eliminate the use of Lots Nos. 22 and either 344 or 345, however, the Project Allocation for those lots shall remain effective for a period of five (5) years from the date the City no longer requires the turnaround. In the event a building permit is not obtained for lot or lots within five (5) years of their availability, those Project Allocations shall be relinquished to the City. The revised fee sewer allocation schedule is outlined in the attached Exhibit G."

9. Section 6.04(c)(2) is hereby amended to read as follows:

"Indemnity – Third Party Challenge. In addition to Developer's responsibility for 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 City's approval of any aspect of the Project or this Agreement, including but not limited to, the validity of any provision of this Agreement, the Approvals, the Subsequent Approvals, Administrative or other Amendments, 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:"

10. Developer shall comply with the Agreement, unless otherwise provided in this First Amendment.

11. Developer shall be the first to sign this First 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. After the City Council approves this First Amendment, the Mayor shall sign this First Amendment, and the City Clerk shall, at Developer's expense (which has been paid through the Developer's application fee), 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 acknowledgement pages to this First Amendment; the last date in time shall be the date appearing in the preamble to this First Amendment.

"City"
CITY OF MANTECA



Willie W. Weatherford, Mayor

"Developer"
RAYMUS HOMES, INC.

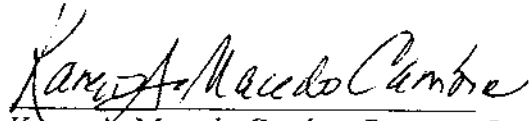


Toni Raymus, President



Bob Raymus, Vice President

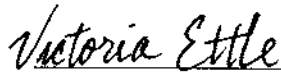
(more signatures on subsequent page)



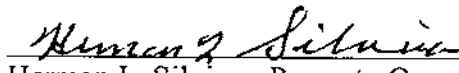
Karen A. Macedo Cambra, Property Owner



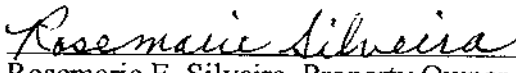
Gerald Ettle, Property Owner



Victoria Ettle, Property Owner



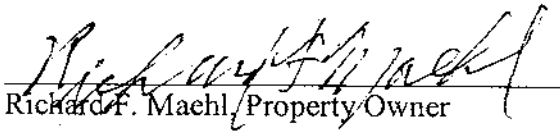
Herman L. Silveira, Property Owner



Rosemarie E. Silveira, Property Owner



Melvin D. Luiz Jr., Property Owner



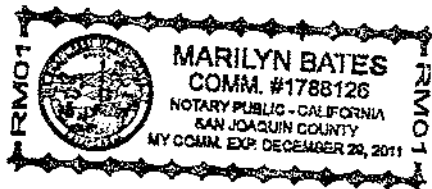
Richard F. Maehl, Property Owner

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of San Joaquin }

On 8/5/08 before me, Marilyn Bates, Notary Public
Date Here Insert Name and Title of the Officer
personally appeared Willie W. Weatherford
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 Marilyn Bates
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: _____

Document Date: _____ Number of Pages: _____

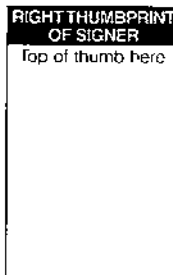
Signer(s) Other Than Named Above: _____

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: _____

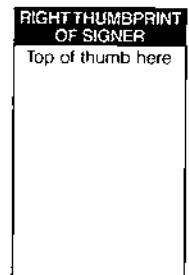
Signer Is Representing: _____



Signer's Name: _____

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

Signer Is Representing: _____



CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

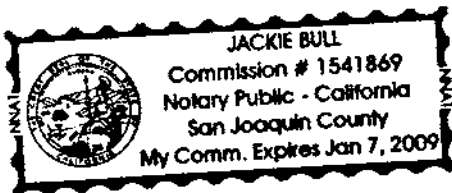
State of California

County of San Joaquin

On 7-23-08 before me, Jackie Bull, Notary Public

personally appeared Toni Raymus and

Robert A. Raymus



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

Signature of Notary Public

Place Notary Seal Above

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- ☐ 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

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of

San Joaquin

On

8-6-08

Date

before me,

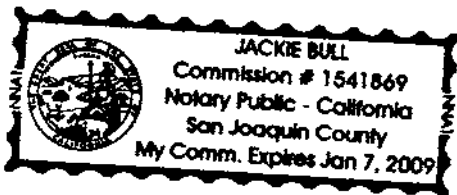
Jackie Bull, Notary Public

Here Insert Name and Title of the Officer

personally appeared

Karen A Macedo Cambra

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.

Place Notary Seal Above

Signature

Signature of Notary Public

OPTIONAL

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☐ Individual

☐ Corporate Officer — Title(s): _____

☐ Partner — ☐ Limited ☐ General

☐ Attorney in Fact

☐ Trustee

☐ Guardian or Conservator

☐ Other: _____

Signer Is Representing: _____

RIGHT THUMBPRINT
OF SIGNER

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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

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of

San Joaquin

On

7-25-08

Date

before me,

Jackie Bull, Notary Public

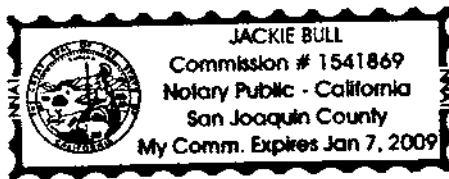
Here Insert Name and Title of the Officer

personally appeared

Herman L Silveira and

Name(s) of Signer(s)

Rosemarie E Silveira



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

Signature of Notary Public

Place Notary Seal Above

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☐ Corporate Officer — Title(s): _____

☐ Partner — ☐ Limited ☐ General

☐ Attorney in Fact

☐ Trustee

☐ Guardian or Conservator

☐ Other: _____

Signer Is Representing: _____

RIGHT THUMBPRINT
OF SIGNER
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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
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CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of

San Joaquin

On

7.23.08

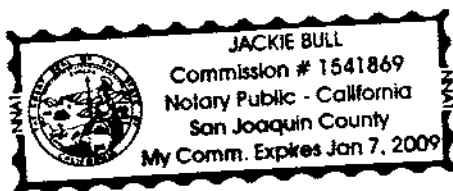
before me,

Jackie Bull, Notary Public

personally appeared

Gerald Kittle and

Victoria V Bettle



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.

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Signature of Notary Public

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☐ 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

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of

San Joaquin }

On 8-1-08

Date

before me,

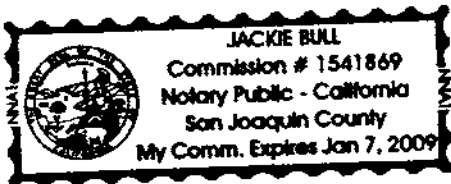
Jackie Bull Notary Public

Here Insert Name and Title of the Officer

personally appeared

Melvin D. Ruiz Jr

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.

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☒ 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): _____
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☐ Attorney in Fact
☐ Trustee
☐ Guardian or Conservator
☐ Other: _____

Signer Is Representing: _____

RIGHT THUMBPRINT
OF SIGNER

Top of thumb here



CITY OF MANTECA

CITY CLERK

September 11, 2008

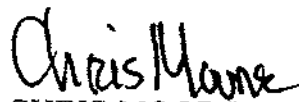
Teresa Williamson, Assistant Recorder
San Joaquin County Recorder's Office
Post Office Box 1968
Stockton, CA 95201-1968

Dear Teresa:

Enclosed for recordation with your office is the First Amendment to the Oleander Estates Development Agreement, recorded April 10, 2007 as Document No. 2007-070270.

Please return the recorded document to our office when completed. 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
Enclosure

San Joaquin County Recorders
Gary W. Freeman
6 S. El Dorado 2nd Floor
Stockton, Ca 95202
Receipt: 0078524

Product	Name	Extended
CCA	Clerk County Admin	\$50.00
CCA	Clerk County Admin	\$50.00
Total		\$100.00

Tender (Check) \$100.00
Check# 187397, Paid By city of manteca.
Comments oleander estates & sundance

Thank You!

Mon Jul 07 09:53:21 PDT 2008 patp



STATE OF CALIFORNIA - THE RESOURCES AGENCY
DEPARTMENT OF FISH AND GAME
ENVIRONMENTAL FILING FEE CASH RECEIPT

366728

Lead Agency: _____ Date: _____
County/State Agency of Filing: _____ Document No.: _____
Project Title: _____
Project Applicant Name: _____
Project Applicant Address: _____
City _____ State _____ Zip Code _____ Phone Number: (____) _____

Project Applicant (check appropriate box):

☐ Local Public Agency ☐ School District ☐ Other Special District ☐ State Agency ☒ Private Entity

Check Applicable Fees:

☐ Environmental Impact Report	\$2606.75	\$ _____
☐ Negative Declaration	\$1876.75	\$ _____
☐ Application Fee Water Diversion (State Water Resources Control Board Only)	\$886.25	\$ _____
☐ Projects Subject to Certified Regulatory Programs	\$886.25	\$ _____
☒ County Administrative Fee	\$50.00	\$ _____
☒ Project that is exempt from fees		
☒ Notice of Exemption		
☐ DFG No Effect Determination (Form Attached)		

TOTAL RECEIVED \$ _____

Signature and title of person receiving payment: _____

WHITE-PROJECT APPLICANT

YELLOW-DFG/ASB

PINK-LEAD AGENCY

GOLDENROD-COUNTY CLERK

DFG 753.5a (Rev. 11/07)



City of Manteca

ASSESSOR RECORDED
COUNTY CLERK
G. J. ...

2008 JUL -7 AM 9:41

SAN JOAQUIN COUNTY

NOTICE OF EXEMPTION

BY P. Paulsen

Amendment No. 1 to Development Agreement by and between
City of Manteca and Raymus Homes

Lead Agency- City of Manteca
Community Development
1001 W. Center Street
Manteca, Ca 95337
Phone: 209-239-8427

File with County Clerk
San Joaquin County
24 S. Hunter Street, Room 343
Stockton, CA 95202

Project: Consider approval of the first amendment to the Oleander Estates Development Agreement, amending development agreement fee payment schedule and life of sewer allocations.

Project Name: Oleander Estates Development Agreement

Location: 1600 Woodward Avenue
South side of Woodward Avenue between S. Airport Way and S. Union Road

Property Owners: Raymus Homes

Owner Addresses: 250 Cherry Lane, Suite 116
Manteca, CA 95337

NOTICE is hereby given that the project listed above is:

- ☐ Not subject to CEQA {15061(b)(3)}, {15378(a)(1)}
- ☐ Ministerial
- ☐ Declared Emergency
- ☐ Emergency Project
- ☒ Categorically Exempt {15305}, Class 5, Minor Alterations in Land Use Limitations.

The reason for this determination is: The Amendment to the Development Agreement defers the payment of some development agreement fees from one year to three years, extends the life of certain sewer allocations from three years to five, and requires the payment of a Government Building Facilities Fee that became effective January 1, 2007 but which may be adjusted pending ongoing negotiations, which makes no changes to permitted land uses or structures therefore having no impact on the environment.


Environmental Review Officer

Date: 6-5, 2008



CITY OF MANTECA

COMMUNITY DEVELOPMENT
DEPARTMENT

July 3, 2008

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

Dear Ms. Williamson:

Enclosed for recordation with your office, are two Notice of Exemptions for Amendment No. 1 to the Development Agreement for the Sundance project and Amendment No. 1 to the Development Agreement for Oleander Estates project. I have included the original NOE along with two copies for each project. Also, please find enclosed a check for \$100.00 to cover the filing fee for these two projects.

Thank you for your assistance with this matter. If you have any questions, please contact me at (209) 239-8427.

Sincerely,

Lisa Gain
Administrative Assistant III
City of Manteca
1001 W. Center Street
Manteca, CA 95337
(209) 239-8427
lgain@ci.manteca.ca.us

Enclosures



City of Manteca

NOTICE OF EXEMPTION

Amendment No. 1 to Development Agreement by and between
City of Manteca and Frontier Land Company

Lead Agency- City of Manteca
Community Development
1001 W. Center Street
Manteca, Ca 95337
Phone: 209-239-8427

File with County Clerk
San Joaquin County
24 S. Hunter Street, Room 343
Stockton, CA 95202

Project: Consider approval of the first amendment to the Sundance Development Agreement, amending development agreement fee payment schedule and life of sewer allocations.

Project Name: Sundance

Location: 1601 Woodward Avenue
North side of Woodward Avenue between S. Airport Way and S. Union Road

Property Owners: Frontier Land Company

Owner Addresses: 10100 Trinity Park Way, No. 420
Stockton, CA 95219

NOTICE is hereby given that the project listed above is:

- ☐ Not subject to CEQA {15061(b)(3)}, {15378(a)(1)}
- ☐ Ministerial
- ☐ Declared Emergency
- ☐ Emergency Project
- ☒ Categorically Exempt {15305}, Class 5, Minor Alterations in Land Use Limitations.

The reason for this determination is: The Amendment to the Development Agreement defers the payment of some development agreement fees from one year to three years, extends the life of certain sewer allocations from three years to five, and requires the payment of a Government Building Facilities Fee that became effective January 1, 2007 but which may be adjusted pending ongoing negotiations, which makes no changes to permitted land uses or structures therefore having no impact on the environment.

A handwritten signature in black ink, appearing to read "J. D. [unclear]", is written over a horizontal line.
Environmental Review Officer

Date: 6-5, 2008



City of Manteca

NOTICE OF EXEMPTION

Amendment No. 1 to Development Agreement by and between
City of Manteca and Raymus Homes

Lead Agency- City of Manteca
Community Development
1001 W. Center Street
Manteca, Ca 95337
Phone: 209-239-8427

File with County Clerk
San Joaquin County
24 S. Hunter Street, Room 343
Stockton, CA 95202

Project: Consider approval of the first amendment to the Oleander Estates Development Agreement, amending development agreement fee payment schedule and life of sewer allocations.

Project Name: Oleander Estates Development Agreement

Location: 1600 Woodward Avenue
South side of Woodward Avenue between S. Airport Way and S. Union Road

Property Owners: Raymus Homes

Owner Addresses: 250 Cherry Lane, Suite 116
Manteca, CA 95337

NOTICE is hereby given that the project listed above is:

- ☐ Not subject to CEQA {15061(b)(3)}, {15378(a)(1)}
- ☐ Ministerial
- ☐ Declared Emergency
- ☐ Emergency Project
- ☒ Categorically Exempt {15305}, Class 5, Minor Alterations in Land Use Limitations.

The reason for this determination is: The Amendment to the Development Agreement defers the payment of some development agreement fees from one year to three years, extends the life of certain sewer allocations from three years to five, and requires the payment of a Government Building Facilities Fee that became effective January 1, 2007 but which may be adjusted pending ongoing negotiations, which makes no changes to permitted land uses or structures therefore having no impact on the environment.


Environmental Review Officer

Date: 6-5, 2008

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

CHECK NO.

187397

DATE

INVOICE

DESCRIPTION

ACCOUNT

AMOUNT

05/2008 DAA-08-05

FILE FEES/NOTICE OF EXMPT 00109095121326

100.00

RECORDER'S OFFICE

1832

TOTAL *****100.00

THE FACE OF THIS DOCUMENT HAS A COLORED BACKGROUND - NOT A WHITE BACKGROUND



CITY OF MANTECA
1001 WEST CENTER STREET
MANTECA, CALIFORNIA 95337

BANK OF AMERICA, N.T. & S.A.
MANTECA, CALIFORNIA

11-35/1210

187397

VOID 90 DAYS AFTER CHECK DATE

VENDOR NUMBER
1832

DATE
07/03/2008

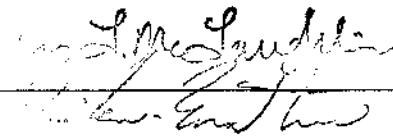
CHECK NUMBER
187397

NET AMOUNT
\$*****100.00

ONE HUNDRED AND 00/100 DOLLARS

PAY
TO THE
ORDER
OF

SJC RECORDER'S OFFICE
COMMUNITY DEVELOPMENT



AUTHORIZED SIGNATURE

THE BACK OF THIS DOCUMENT CONTAINS A WATERMARK - HOLD AT AN ANGLE TO VIEW

⑈187397⑈ ⑆121000358⑆ 01438⑈80200⑈



CITY OF MANTECA

COMMUNITY DEVELOPMENT
DEPARTMENT

June 11, 2008

Raymus Homes
250 Cherry Lane, Suite 116
Manteca, CA 95336

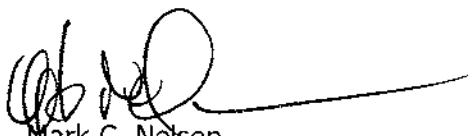
SUBJECT: Proposed First Amendment to the Oleander Estates Development Agreement, No. DAA-08-04.

At its regular meeting of June 10, 2008, the Manteca Planning Commission voted to forward a favorable recommendation to the City Council for approval of the First Amendment to the Oleander Estates Development Agreement No. DAA-08-04, by approving resolution number 1256.

This item has been tentatively scheduled for City Council at their regular meeting on July 7, 2008, at 7:00 pm in the Council Chambers.

If you have any questions or need clarifications, please contact the Interim City Manager, Karen McLaughlin at (209) 239-8400.

Sincerely,



Mark C. Nelson
Community Development Director

Any decision by the Planning Commission may be appealed to the City Council within ten days of the decision. This may be accomplished by submitting a letter to the City Council accompanied by a \$250.00 fee.



City of Manteca

PLANNING COMMISSION RESOLUTION NO. 1256

WHEREAS, the Manteca Planning Commission at their public hearing of June 10, 2008, considered Development Agreement Amendment No. DAA-08-04 for Oleander Estates, filed by Raymus Homes, 250 Cherry Lane, Suite 116, Manteca, Ca; and,

WHEREAS, the Oleander Estates project site is located on the south side of Woodward Avenue, between South Union Road and South Airport Way; and,

WHEREAS, the Commission in making this determination considered the appropriateness of the First Amendment to the Oleander Estates Development Agreement; and compatibility of the program within the development area; overall contribution to the enhancement of the environment of Manteca in the long term; and creativity in design and use of land; and,

WHEREAS, pursuant to the provisions of the California Environmental Quality Act (CEQA) this project is exempt from further review under Section 15305 Minor Alterations to Land Use Limitations, Class 5, of Article 19; and,

WHEREAS, Section 65868, Amendments of Article 2.5 Development Agreements mandates that the Planning Commission shall hold a public hearing to consider the Amendment.

NOW, THEREFORE, BE IT RESOLVED AND ORDERED that the Manteca Planning Commission duly recognizes the appropriateness of said Development Agreement Amendment No. DAA-08-04, and in accordance with Chapter 17.49 of Manteca Zoning Ordinance hereby submits a recommendation of approval to the Manteca City Council:

I hereby certify that Resolution No. 1256 was passed and adopted by the Planning Commission of the City of Manteca at a regularly scheduled public hearing held on June 10, 2008 by the following vote:

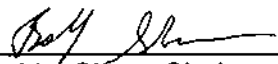
Roll Call: Kirk Dall, Bobby Shaw, Eric Hayes and Mark Abram

AYES: Dall, Shaw, Hayes and Abram

NOES: none

ABSTAIN: none

ABSENT: Brian Bookins


Bobby Shaw, Chairman

6-10-2008
Date

CITY OF MANTECA/LEGALS

1001 W. CENTER ST.
MANTECA, CA 95337

MB#05-292

State of California

County of San Joaquin

2015.5 C.C.P.

of the said County, being duly sworn, deposes and says:

I am a citizen of the United States and a resident of the County aforesaid, I am over the age of eighteen years, and not a party to or interested in the above entitled matter. I am the principal clerk of the printer of the Manteca Bulletin, a newspaper of general circulation, printed and published Daily in the City of Manteca, California, County of San Joaquin, and which newspaper has been adjudged a newspaper of general circulation by the Superior Court, Department 4, of the County of San Joaquin, State of California, under the date of May 12th 1952, Case Number 52904; that the notice, of which the annexed is printed copy (set in type not smaller than non-pareil), has been published in each regular and entire issue of said newspaper and not in any supplement thereof on the following dates, to wit:

MAY 30

All in the Year **2008**

I certify (or Declare), under penalty of perjury that the foregoing is true and correct.

Dated at Manteca, California, this day of:

May 30, 2008

Date

Signature

MANTECA BULLETIN

PAUL MAHONY - PUBLISHER
P.O. BOX 1958
531 EAST YOSEMITE AVE.
MANTECA, CALIFORNIA 95336-0912
PHONE (209)249-3500
FAX (209) 249-3551

AFFIDAVIT OF PUBLICATION

THE Planning Commission of the City of Manteca will hold a public hearing in the City Council Chambers at City Hall, 1001 W. Center Street, Manteca, California, at, 7:00 p.m., on Tuesday, June 10, 2008, on the following matter. ALL persons having an interest in this project are invited to be present to testify in person, or to submit statements either in person or in writing prior to the hearing.

Project: First Amendment to the Oleander Estates Development Agreement No. DAA-08-04

Location: 1600 Woodward Avenue

South side of Woodward Avenue between S. Airport Way and S. Union Road

Description: Consider approval of the first amendment to the Oleander Estates Development Agreement, amending development agreement payment schedule and life of sewer allocations.

Applicant: Raymus Homes
250 Cherry Lane,
Suite 116
Manteca, CA 95336

Environmental review has resulted in a Notice of Exemption being prepared. A copy of the Exemption is available for review in the Community Development Department.

If you challenge the

project and entitlements or its environmental documentation in court, you may be limited to raising only those issues you or someone else raised at the public hearing described in this notice, or in written correspondence delivered to the Planning Commission at, or prior to, the public hearing.

In compliance with the Americans with Disabilities Act, if you need special assistance to participate in this meeting, please call (209) 239-8427. Notification 48 hours prior to the meeting will enable the City to make reasonable arrangements to ensure accessibility.

For more information contact the Community Development Department,

1001 W. Center Street, Manteca, CA 95337. Phone: (209) 239-8427. Fax: (209) 825-2349. E-mail: planning@ci.manteca.ca.us.

Publication Dates:
May 30, 2008
MB#05-292



FILE COPY

**NOTICE OF PUBLIC HEARING
BY THE MANTECA PLANNING COMMISSION
FOR THE CONSIDERATION OF
THE FIRST AMENDMENT TO THE OLEANDER ESTATES
DEVELOPMENT AGREEMENT NO. DAA-08-04**

BEFORE THE PLANNING COMMISSION OF THE CITY OF MANTECA NOTICE IS HEREBY GIVEN that on June 10, 2008, at 7:00 p.m., a public hearing will be held in the City Council Chambers, 1001 W. Center Street, Manteca, California, for the purpose of hearing and receiving evidence, both oral and documentary, in support of or in opposition to the following:

PROJECT NO.: First Amendment to the Oleander Estates Development Agreement No. DAA-08-04.

PROJECT: Consider approval of the first amendment to the Oleander Estates Development Agreement, amending the development agreement payment schedule and life of sewer allocations.

PROJECT LOCATION: 1600 Woodward Avenue
South side of Woodward Avenue between S. Airport Way and S. Union Road (APN's 226-170-04, 226-170-05, 226-180-18, 226-180-07, 226-180-08, 226-180-01 and 226-180-02)
(See reverse for Vicinity Map of the project location.)

APPLICANT: Raymus Homes
250 Cherry Lane, Suite 116
Manteca, CA 95336

Environmental review has resulted in a categorical exemption. A copy is available in the Community Development Department for review.

If you challenge the project and entitlements or its environmental documentation in court, you may be limited to raising only those issues you or someone else raised at the public hearing described in this notice, or in written correspondence delivered to the Planning Commission at, or prior to, the public hearing.

In compliance with the American with Disabilities Act, if you need special assistance to participate in this meeting, please call (209) 239-8427. Notification 48 hours prior to the meeting will enable the City to make reasonable arrangements to ensure accessibility.

For more information contact the Community Development Department, 1001 W. Center Street, Manteca, CA 95337. Phone (209) 239-8427, Fax: (209) 825-2349, Email: planning@ci.manteca.ca.us.

Oleander

LUIZ, MELVIN D JR ETAL
20332 S OLEANDER AVE
MANTECA, CA 95337

LUIZ, MELVIN D JR ETAL
20474 S OLEANDER AVE
MANTECA, CA 95337

MAEHL, RICHARD F ETAL
20332 S OLEANDER
MANTECA, CA 95337

SILVEIRA, HERMAN L & ROSEMARY
5645 E PEACH AVE
MANTECA, CA 95337

CAMBRA, JOHN & KAREN TR
20560 OLEANDER RD
MANTECA, CA 95337-8526

FRONTIER LAND COMPANIES
10100 TRINITY PARKWAY #420
STOCKTON, CA 95219

MAEHL, RICHARD F ETAL
PO BOX 770000
SAN FRANCISCO, CA 94177

DUTRA, SHIRLEY M TR ETAL
5299 E WOODWARD AVE
MANTECA, CA 95337-8357

ETTLER, GERALD & VICTORIA V TR
5232 E WOODWARD AVE
MANTECA, CA 95336

WHEN RECORDED, PLEASE RETURN TO
CITY OF MANTECA, 1001 W. CENTER ST.
MANTECA, CA 95337
ATTENTION: JOANN TILTON, MMC
CITY CLERK

DOC # 2007-070270
04/10/2007 09:34A Fee:304.00
Page 1 of 100
Recorded in Official Records
County of San Joaquin
GARY W. FREEMAN
Assessor-Recorder-County Clerk
Paid by SHOWN ON DOCUMENT



**DEVELOPMENT AGREEMENT
BY AND BETWEEN THE CITY OF MANTECA
AND RAYMUS HOMES, RELATING TO THE
DEVELOPMENT KNOWN AS OLEANDER ESTATES**

**DEVELOPMENT AGREEMENT
BY AND BETWEEN THE CITY OF MANTECA
AND RAYMUS HOMES
RELATING TO THE
DEVELOPMENT KNOWN AS OLEANDER ESTATES**

PREAMBLE

THIS DEVELOPMENT AGREEMENT (this "Agreement") is entered into this 18th day of April, 2007, by and between the CITY OF MANTECA, a municipal corporation organized and existing under the laws of the State of California ("City"), and Raymus Homes, a California Corporation (herein collectively 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 Statue, 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 that certain parcel of land consisting of approximately 112.36 acres as diagramed in Exhibit A and more particularly described in Exhibit B (the "Project Site").

It is the intent of the parties that the Project Site be developed as a 544-unit single-family housing project on 112.36 acres of low-density residential property (the "Low-Density Project"), with two parks (6.74 acres and 2.12 acres), 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 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.

D. Developer has applied for and City has approved 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"). The Agreement has been properly reviewed and assessed by the City pursuant to the California Environment 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 Environmental Impact Report, the comments received thereon, and the record before the City Council, the City Council hereby finds that the Environmental Impact Report prepared for the Project represents the independent judgment of the City, and the mitigation measures identified in the EIR, along with the statement of overriding considerations, adequately address any environmental impacts identified for the Project. 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.

(2) General Plan. The Project is consistent with the City's General Plan for this property, once the accompanying General Plan Amendment No. GPA-04-04 is approved and becomes effective.

(3) Zoning. The Project, as approved with the accompanying prezone, is consistent with the City's zoning designation for this property as shown in Exhibit C.

(4) First Tentative Map. The Project at build-out shall include a maximum of 544 new single-family homes on low-density residential property, two parks (6.74 acres and 2.12 acres), and such other facilities and amenities to the extent shown on the First Tentative Map. The homes shall be constructed consistent with conditions as included in Exhibit D. On February 6, 2007 and March 5, 2007, City considered and approved Tentative Map No. SDJ-05-04, the Project's Tentative subdivision map (the "Tentative Map"), and Planned Unit Development No. PCD-05-04, with Conditions of Approval, which are attached to this Agreement as Exhibit D.

(5) Conditions of Approval. Certain Approvals (for example, the Tentative Map) were granted by City 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.

E. 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 applicable to such Subsequent Approvals shall also be considered included in any reference in this Agreement to the Subsequent Approvals.

F. On January 23, 2007, the Planning Commission, following a duly noticed and conducted a public hearing, recommended that the City Council approve this Agreement. On March 5, 2007, the City Council, following a duly noticed and conducted public hearing held on February 5, 2007, introduced City Ordinance No. 1340, relating to the approval of this Agreement. On March 19,

2007, the City Council adopted Ordinance No. 1340 thereby approving this Agreement and authorizing the Mayor to execute this Agreement on behalf of City. Ordinance No. 1340 is attached to this Agreement as Exhibit E.

G. 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.

H. 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; 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. Subject to Section 7.14 herein, 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 and 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 the Agreement ("Agreement Costs"). Developer has paid City's application fee.

Section 1.04. Effective Date. This Agreement shall become effective upon the effective date of Ordinance No. 1340 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 five (5) business days from the final reading of Ordinance No. 1340. On the condition that this Agreement has been so signed and executed by Developer, City shall execute this Agreement after said final reading of Ordinance No. 1340.

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 tenth anniversary of the Effective Date; or (c) one hundred twenty (120) days following the Effective Date, in the event the subject property is not annexed to the City of Manteca. Annexation to the City shall be defined as the date the San Joaquin County Local Agency Formation Commission (LAFCo), following a noticed public

hearing, approves the annexation to the City of Manteca. In the event the annexation of this Project cannot be scheduled for a public hearing by LAFCo in sufficient time to meet these one hundred twenty (120) days, the City shall process an Administrative Amendment to this Agreement, thereby extending the term for a length of time sufficient to meet LAFCo's schedule. In the event the hearing is scheduled, and LAFCo denies the annexation, this Agreement shall be terminated immediately. Upon the expiration of the Term, this Agreement shall terminate and be of no further force or effect; provided, however, such termination shall not affect any claim of any Party hereto, arising out of the provisions of this Agreement, prior to the effective date of such termination, or affect any right or duty arising from entitlements or approvals, including the Project Approvals, applicable to the Project Site approved prior to the effective date of the termination, and all representations and warranties set forth herein shall survive such termination.

Section 1.06. Term. The "Term" of this Agreement shall commence upon the Effective Date.

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 Modification" 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 Section 15000, et. seq., of Title 14, Chapter 3 of the California Code of Regulations.

“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(c) of this Agreement.

“City” shall mean the City of Manteca, and shall include its City Council, Planning Commission, agencies, departments, employees, consultants, officers, officials, agents, consultants and 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 in effect at the time of the Effective Date of this Agreement.

“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 paragraph E(6).

“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.

“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(5) of this Agreement.

“Growth Cap” shall have that meaning set forth in the City’s Revised Growth Management Program.”

“Impact Fees” shall have that meaning set forth in Section 4.02(f) 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 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.

“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(h) of this Agreement.

“Phase 3 expansion of the Waste Water Quality Control Facility” shall mean that project that consists of Schedules A-D, increasing the plant’s capacity from 6.95 MGD (million gallons per day) to 9.87 MGD, an increase of 2.92 MGD.

“Phase 4 expansion of the Waste Water Quality Control Facility” shall mean that project that expands the City’s treatment plant beyond 9.87 million gallons per day (MGD) of treated waste water.

“Planning Commission” shall mean the Planning Commission of the City of Manteca.

“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” shall have that meaning set forth in Section 4.02(h) of this Agreement.

“Project Allocation Application Fee” shall have that meaning set forth in Resolution No. R2004-51, adopted by the City on February 2, 2004.

“Project Approvals” shall mean the Approvals, this Agreement and the Subsequent Approvals.

“Project Build-Out” shall mean the date on which a final inspection is completed 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 C of this Agreement.

“Revised Community Growth Management Program” shall have that meaning set forth in Section 4.02(h) 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 into 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 66499.58.

“Subsequent Approvals” shall mean those approvals as defined in Recitals F of this Agreement.

“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 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.

“Tentative Map” shall mean any Tentative Map or Vesting Tentative Map approved for this Project.

“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.

“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.

“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.

“Zoning Regulations” shall mean the official zoning regulations of the City in effect as of the Effective Date 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; 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, or the 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. Any Subsequent Approval shall be incorporated into this Agreement and vested hereby. Developer’s vested right to develop the Project with Project Allocations granted in 2010 shall only be permitted when the Phase 4 expansion of the City’s Waste Water Quality Control Facility is completed, and subject to the

Limitation noted in Section 4.02(g)(2)(C). As used in this section, completion of the Facility shall mean the date when the City Council accepts individual schedules that provide sufficient capacity for the Facility as complete, or unless waste water treatment capacity is reallocated from other sources – even from Phase 3. In no event shall the total number of Project Allocations under this agreement in any one year exceed the schedule provided for in Section 4.02(g). Provided this Agreement has become effective, any Subsequent Approval issued after the Effective Date shall be incorporated into this Agreement and vested hereby.

Section 4.02. Applicable Law.

(a) Generally.

(1) Agreement Controls. The parties hereby agree that, for the term of this Agreement, the rules, regulations and official policies governing permitted uses, governing density, and governing design, improvement and specifications applicable to development of the Project, shall be those rules, regulations and official policies in force at the time of the Effective Date, except as modified by this Agreement, including, without limitation, the Approvals, the City Laws (including without limitation subdivision (b) through (i) of this Section 4.02), and the Subsequent Approvals (collectively the “Applicable Law”). To the extent any changes in Applicable Law are in conflict with Developer’s vested Rights secured by this Agreement or the Developer’s tentative map, the vested rights shall prevail. Notwithstanding the foregoing, Developer may elect at its sole discretion to comply with or receive the benefits of changes in Applicable Law by providing written notice to City of said election.

(2) Uniform Codes. Notwithstanding subdivision (1) of the Section 4.02 (a), development of the Project shall be subject to changes occurring from time to time in the provisions of the City’s building, mechanical, plumbing, fire and electrical regulations which are based on the recommendations of a multi-state professional organizations and become applicable through the City, including, but not limited to, the Uniform Building Code (now known as the California Building Code) and other similar or related uniform codes (the “Uniform Codes”), 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 Uniform Codes shall be interpreted and applied to the Project in a manner consistent with the generally prevailing interpretation of the same provision under the State Building Standards Code set forth in Title 24 of the California Code of Regulations.

(3) Renegotiation. After the original approval of the Approvals and this Agreement, the Developer may seek an amendment, revision or other modification (“modification”) to such Approvals and/or the Agreement. Any modification shall be subject to this Section 4.02(a)(3) and Article 5 of this Agreement.

(A) If the modification is 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 the 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.

(4) More Applicable Law. The Applicable Law is further described below in subdivisions (b) through (i) of this Section 4.02.

(b) 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 review or documentation.

(c) No Conflicting Enactments. 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 New City Law shall not apply to the Project to the extent it conflicts with this Agreement and the Applicable Law it describes, unless such New City Law represents an exercise of the City's reservation of powers pursuant to Section 4.06. Without limiting the generality of the foregoing, or any other provision of this Agreement, a New City Law shall be deemed to conflict with this Agreement and the Applicable Law to the extent it does any of the following: (i) prevents all or a portion of the Project from being developed or used in accordance with the terms and provisions of the Project Approvals, (ii) limits or reduces the number of lots or overall square footage which may be developed on the Property, or the overall density or intensity of the Project, or any part thereof, from that set forth in the Project Approvals, (iii) imposes any fees, exactions, conditions, or other monetary exaction other than as allowed by Applicable Law and this Agreement, (iv) limits or controls the rate, timing, phasing or sequencing of the approval of the development or construction of all or any portion of the Project, whether by moratorium, growth restriction, or a mechanism which is tied to the availability of public services or facilities (e.g. a specified traffic level of service or water or sewer availability), except as specifically permitted by this Agreement, (v) changes any land use designation or permitted use vested by this Agreement, (vi) requires the issuance of additional permits or approvals by City other than those required by Applicable Law, or (vii) limits the processing for or the obtaining of the Subsequent Approvals.

(d) Conditions of Approval. Developer shall be subject to those Conditions of Approval as 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 are necessary to protect residents of the City from a threat or condition that is dangerous to their health or safety or both.

(e) 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").

(f) Impact Fees.

(1) Generally. All City fees relating to new development are collectively referred to in this agreement as "Impact Fees." Some Impact Fees are assessed on a square footage basis, while others require payment of a set amount (flat fee) regardless of square footage. In addition, the First Tentative Map contains Conditions of Approval requiring the payment of certain Impact Fees. Developer shall pay only those categories of Impact Fees that are in force and effect on the Effective Date as well as those Impact Fees set forth in the Conditions of Approval and the Mitigation Monitoring Program (collectively "Impact Fees") in the amount that is further described in Section 4.02(f)(2) below and as described in Exhibit F to this Agreement, as well as one additional fee to which this Project may be subject (Fee #20 on Exhibit F). Developer also agrees to participate in a funding program approved by the City to help fund Highway 120 interchange improvements, other than those described in §4.7-1 and §4.7-3 of the Mitigation and Monitoring Report Program and the Regional Transportation Impact Fee, at Airport Way and Union Road. Developer shall only be responsible to pay prospectively at each building permit his/her pro-rata share of the cost of said interchange improvements as measured by an AB1600 "nexus" study to be undertaken by the City. Developer, however, shall not be required to pay the same Impact Fee for the same Project home twice (for example, if the Impact Fee appears as a Condition of Approval as well as in this Agreement). A list of such fees presently in force and effect is set in Exhibit F to this Agreement.

(2) Fees Payable Prior to Building Permit Issuance. Developer shall pay at building permit issuance for each Project home and other structure (unless another time is set forth in the resolution or ordinance establishing the categories of Impact Fees, Mitigation Monitoring Report Program or the Conditions of Approval) the Impact Fees. Developer shall pay the amount of the particular category Impact Fee that is in force and effect at the time of such building permit issuance or at such other time the Impact Fee is required to be paid as set forth in the resolution or ordinance establishing the Impact Fees, Mitigation Monitoring Report Program or the Conditions of Approval or as determined by a fair share analysis approved by the City.

(3) Development Agreement Fees. In addition, Developer shall pay the following fees per home for the new Project homes.

Fees for Project Allocations for 2006, 2007 and 2012:

Development Agreement Fee:	\$5,145
Public Facilities Fee:	\$2,573
Public Safety Endowment Fee:	\$5,000

Development Services Fee:	\$394
Recreation Amenities Fee:	\$3,000

Fees for Project Allocations for 2008, 2009, 2010 and 2011:

Development Agreement Fee:	\$6,300
Public Facilities Fee:	\$3,150
Public Safety Endowment Fee:	\$5,000
Development Services Fee:	\$394
Recreation Amenities Fee:	\$3,000

Said Development Agreement Fees shall be paid according to the following schedule:

(A) Twenty percent (20%) of the above-noted fees for the 2006 Project Allocations shall be paid to the City within thirty (30) days of the City's Notice of the availability of Project Allocations for that year for the number of allocations granted in that City's Notice. The remaining eighty percent (80%) of the fees shall be due and payable prior to the issuance of each building permit, or within one year of the City's Notice of the availability of Project Allocations for 2006 – whichever occurs first. In the event the Developer fails to pay said fees in the prescribed time, those Project Allocations for which a fee has not been paid shall be relinquished to the City, and the Developer shall not be entitled to reimbursement of any fees paid prior to that date.

(B) Twenty percent (20%) of the above-noted fees for the 2007 Project Allocations shall be paid to the City within one-hundred eighty (180) days of the City's Notice of the availability of Project Allocations for that year for the number of allocations granted in that City's Notice. The remaining eighty percent (80%) of the fees shall be due and payable prior to the issuance of each building permit, or within one year of the City's Notice of the availability of Project Allocations for 2007 – whichever occurs first. In the event the Developer fails to pay said fees in the prescribed time, those Project Allocations for which a fee has not been paid shall be relinquished to the City, and the Developer shall not be entitled to reimbursement of any fees paid prior to that date.

(C) Twenty percent (20%) of the above-noted fees for the Project Allocations for the remaining years shall be paid to the City within thirty (30) days of the City's Notice of the availability of Project Allocations for the respective years for the number of allocations granted in that City's Notice. The remaining eighty percent (80%) of the fees shall be due and payable prior to the issuance of each building permit, or within one year of the City's Notice of the availability of Project Allocations for that respective year – whichever occurs first. In the event the Developer fails to pay said fees in the prescribed time, those Project Allocations for which a fee has not been paid shall be relinquished to the City, and the Developer shall not be entitled to reimbursement of any fees paid prior to that date.

(D) The City shall adjust the fees noted in Sections 4.02(f)(3) in January of each year during the Term of this Agreement. Such adjustment shall be based on the change of the Twenty-City U.S. Average Engineering News-Record Official Construction Cost Index, and Developer shall pay those fees in place at time payment is due. The first year's adjustment shall reflect the change in the Engineering News-Record Construction Cost Index from the Effective Date to January 1 of the following year. In each subsequent year, the adjustment shall reflect the

change in the Construction Cost Index from January one year to January the following year, during the Term of the Agreement. In no event shall the fees be less than in any previous year.

(4) Water Storage Tank Payment. Developer shall pay \$1,775 at each building permit issued for the first one hundred forty-four (144) homes toward the cost of constructing a water storage tank. Developer shall pay his/her remaining pro-rata share of the cost to finance the tank (in the amount of \$848,500) upon issuance of the one hundred first (101st) building permit, or on January 1, 2010, whichever shall occur first. Developer shall be entitled to receive credits and/or reimbursements through an Area of Benefit or other financing mechanism approved by the City for any payment beyond the Project's impact on the City's water system as defined by the PFIP. For purposes of this section, pro-rata share shall be defined as noted in the following chart:

Project	No. of Units	Finance Share	Total Payment
Oleander	544	42%	\$966,000
Sundance	531	41%	\$943,000
Silva	217	17%	\$391,000
City	0	0	\$500,000
Total	1,292	100%	\$2,800,000

In the event the cost of the tank exceeds the estimated cost of \$2.8 million, the additional cost shall be distributed among the Oleander, Sundance and Silva projects according to the proportions outlined above.

(5) Other Fees. Developer shall be subject to and shall comply with development mitigation requirements (i.e. fees, etc.) imposed by regional, State or Federal authority as if this Agreement were not in effect. The rights secured through this Agreement shall not better or worsen Developer's situation relative to such mitigation requirements.

(g) Growth Management.

(1) Project Allocations. Notwithstanding any provision to the contrary in the City's Revised Community Growth Management Program ("CGMP") as set forth in Article 18 of City's Municipal Code, and subject to the provisions set forth below, the Project is hereby granted 544 low-density residential sewer allocations subject to the Growth Management Program, unless otherwise provided for in this Agreement, according to the following schedule:

- (i) 2006: 50 Project Allocations;
- (ii) 2007: 50 Project Allocations;
- (iii) 2008: 99 Project Allocations;
- (iv) 2009: 99 Project Allocations;
- (v) 2010: 99 Project Allocations;
- (vi) 2011: 99 Project Allocations; and
- (v) 2012: 48 Project Allocations.

The Parties agree that Section 18.04.010(I) of the CRGMP shall not apply to this Project as it relates to the Project Allocations granted for 2006. The attached Ordinance No. 1340 amends the CRGMP as it relates to the designation of these Project Allocations. Those

Project Allocations shall still be granted to this Project, and the parties further acknowledge that those Project Allocations shall still be subject to that year's 3.9% residential growth cap.

(2) Limitations. Further, said Project Allocations shall be subject to all of the following:

(A) No Project Allocation shall be used for residential dwelling unit in the Project until such unit has been legally created pursuant to the Subdivision Map Act and applicable City Law.

(B) Project Allocations granted for 2010, 2011 and 2012 shall only be available upon completion of the Phase 4 expansion, except otherwise provided for in Section 4.01, or until such time as additional waste water treatment capacity is reallocated from other sources, as further described in Section 4.02(g).

(C) The Project Allocations granted in this agreement represent the City's best estimates as to the total number of Project Allocations that may be available in future years. In the event that residential development, and the related 3.9% residential growth cap, is less in any one year than projected by the City, and as a result thereof, the Project Allocations are less than previously estimated, then in that event this, and all other affected development agreements, shall automatically receive a pro-rata reduction in their Project Allocations. Any reduced allocations shall be automatically reallocated to the first year that the Growth Cap will not be exceeded. The Term of this Agreement shall automatically be extended if any Project Allocations are reallocated to a date after the expiration of the Term, as provided for in Section 4.02(g)(2)(C). This provision shall only apply to the standard low-density residential Project Allocations and not the Age-restricted senior allocations.

(D) No transferring of Project Allocations to property other than the Project Site shall be allowed.

(E) The Project Allocations shall be granted in conformance with the City's Revised Community Growth Management Program, and Developer shall be subject to all Project Allocation Application Fees as provided for in that plan and in this Agreement. Developer shall not be required to pay a Point Rating Application Fee, nor submit a Point Rating Application as provided for in the City's Revised Growth Management Program.

(F) In the event Developer does not obtain a building permit for any Project Allocations within the time prescribed within the Revised Community Growth Management Program, beginning with the date of the Notice of availability of the Project Allocations, then, in that event, those Project Allocations for which a building permit has not been obtained shall be relinquished by the Developer and re-allocated by the City Council at the City Council's sole discretion. The effective date of the Project Allocation is the date the City provides written Notice to Developer of the availability of Project Allocations for the Project. In the event the City requires a turnaround that would temporarily eliminate the use of Lots Nos. 22 and either 344 or 345, however, the Project Allocation for those lots shall remain effective for a period of three (3) years from the date the City no longer requires the turnaround. In the event a building permit is not obtained for lot or lots within three (3) years of their availability, those Project Allocations shall be relinquished to the City.

(h) 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).

(i) Development Agreement/Project Approvals. In the event of any inconsistency between this Agreement and any Approvals and Subsequent Approvals, the provisions of this Agreement shall control.

Section 4.03. Cooperation/Implementation.

(a) Efforts of the Parties.

(1) The parties agree to cooperate with each other pursuant to this Agreement.

(b) Life of Approvals, Subsequent Approvals and Other Entitlements.

(1) Generally. Pursuant to California Government Code Section 66452.6(a), the term of the Approvals (including the Tentative Map) 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) 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 prevent or preclude compliance with one or more provisions of this Agreement, the parties shall take the following actions:

(1) Notice and Copies. The Party which believes a Change in the Law has occurred shall provide the other Party hereto with a copy of such State or Federal Law or regulation and a statement of the nature of its conflict with the provisions of the Applicable Law and/or of this Agreement.

(2) Modification Conferences. Developer and the City staff shall, within ten (10) days, meet and confer in good faith and engage in a reasonable attempt to modify this Agreement, but only to the minimum extent necessary to comply with such Federal or State Law or regulation.

(3) Council Hearings. Thereafter, if the representatives of the Parties are unable to reach agreement on the effect of such Federal or State law or regulation and the change upon the Agreement, or if the required change which is agreed to by the Parties requires, in the judgment of the City Manager and the City Attorney, a hearing before and/or approval by the City Council, then the matter shall be scheduled for hearing before the City Council by the City Clerk at its next meeting. At least ten (10) days' written notice of the time and place of such hearing shall be given by the City Clerk to the representative of Developer and the City Manager. The City Council, at such hearing, or at a continuation of such hearing, shall determine the exact modification, which is necessitated by such Federal or State law or regulation. Developer, and any other interested person, shall have the right to offer oral and written testimony at the hearing. The determination of the City Council shall be final and conclusive, except for judicial review thereof.

(d) 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. Upon submission of all required documents, applications, plans and other information necessary or desirable for City to carry out its obligations hereunder, City shall commence and diligently complete all steps necessary to act on the Subsequent Approval application, including without limitation, the notice and holding of all required public hearings. City may deny an application for a Subsequent Approval only if, (i) such application does not comply with Applicable Law or the terms of this Agreement, or (ii) City is unable to make the findings required for such Subsequent Approval required by State Law. City may approve an application subject to any conditions necessary to bring the Subsequent Approvals into compliance with Applicable Law or allow the City to make the finding required by State law, provided such conditions comply with Section 4.02(d) of this Agreement. If City denies such Subsequent Approval, City shall specify in making such denial the modifications required to be made to obtain approval of such application. Any such modifications must be consistent with Applicable Law and this Agreement. City shall approve such Subsequent Approval application if resubmitted with the specified modifications.

(e) 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.

(f) Phased Maps. City acknowledges that Developer may 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 Tentative Map contain a specific alternative deadline by which an improvement must be constructed.

Section 4.04. Mandated Contents; General Permitted Uses. Throughout 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, Specific Plan, Zoning Regulations, 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.

Section 4.06. Reservation of Powers. The City expressly reserves the right to apply to the Project any New City law (i) which is found by the City to be necessary to protect the residents of the Project or the residents of the City from a condition that is based on genuine health or safety concerns and are generally applicable to all properties in the City; or (ii) which arises out of a documented emergency situation, as declared by the President of the United States, Governor of California, or the Mayor or City Council of the City. Notwithstanding the above, New City Laws that seek to (i) control the rate of development or construction in City in a manner inconsistent with parties' Rights under this Agreement, (ii) 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, (iii) limit or reduce the number of lots or square footage which may be developed on the Project pursuant to this Agreement, (iv) impose any fees, exactions or other monetary obligations other than as permitted by this Agreement, (v) change any land use designation or permitted use vested by this Agreement, (vi) limit the processing of applications for, or the obtaining of, Subsequent Approvals, or (vii) require the issuance of additional permits or approvals by City other than those required by Applicable Law for development of the Project shall not apply to the Project during the Term.

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 parties or their Successor Interests, in accordance with the Development Agreement Statute at Developer's expense, except as otherwise expressly provided in Section 5.01(a), 5.01(b) and 5.01(c).

(a) Exemptions.

(1) Due Process Exemption. Any amendment to this Agreement which does not relate to the Term, intensity of development, permitted uses, provisions for reservation and dedication of land or conditions, terms, restrictions, and requirements relating to the Approvals or Subsequent Approvals or other subsequent discretionary actions, monetary contributions by Developer, or any conditions or covenants relating to the Project ("Due Process Exemption") shall not require formal amendment of this Agreement pursuant to the Development Agreement Statute and may be

processed and approved by the City Manager without a notice or a public hearing. The City Manager shall determine, in its sole discretion, whether the Due Process Exemption applies.

(b) Administrative Modification Exemption. Any Administrative Modification of the Approvals or Subsequent Approvals pursuant to Section 5.02(a) of this Agreement shall not require an amendment to this Agreement.

(c) Amendment with Original Signatories. Any Modification of the Approvals or Subsequent Approvals shall not require approval of all Successor Interests, but shall be approved with the original Parties to the Agreement.

Section 5.02. Amendment of Approvals and Subsequent Approvals. The Approvals and Subsequent Approvals may, from time to time, be modified in the following manner:

(a) Administrative Modifications. 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 Modification", and the City Manager may approve the proposed Administrative Modification without notice and public hearing.

(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 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 by this Agreement and the Project Approvals 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 provisions of this Agreement, except that neither party shall be liable in damages to the other party, or to any Successor Interests, 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 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 application 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 First 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" or "Cure 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 ("Cure 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(e) 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 give "Notice of Intent to Terminate" the Agreement pursuant to the Development 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 Development 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 and, if based on substantial evidence, 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 the date of the Notice.

(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 or Developer in giving Default Notice pursuant to this Section shall not constitute a waiver by City or Developer of any Alleged Default or Default by Developer or City. Any failure or delay by City or Developer 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 or Developer 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 may 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 Interests 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 rise 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 or Developer. The reasonable cost of each annual review conducted during the term of this Agreement shall be reimbursed to City by Developer, provided that City provides Developer with an itemization of such costs for which reimbursement is sought. Such reimbursement shall include all direct and indirect expenses reasonably incurred in such annual reviews, or by fee established by the City for such annual reviews, or by fee established by the City for such Annual Review.

Section 6.03. Enforced Delay; Extension of Time Performance. In addition to other specific provisions of this Agreement, performance by either party hereunder shall not be deemed to be in Default where delays or failure to perform 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.

(b) Applicable Law/Attorney’s 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 provision of this Agreement, the prevailing party shall be entitled to reasonable attorneys’ fees and court costs. Attorneys’ fees under this section shall include attorneys’ fees on any appeal, and in addition a party entitled to attorneys’ fees shall be entitled to all other reasonable costs and expenses incurred in connection with such action, including costs for investigating such actions, taking depositions and discovery. 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. In addition to the foregoing award of attorneys’ fees to the prevailing party in any lawsuit shall be entitled to its attorneys’ fees incurred in any post-judgment proceedings to collect or enforce the judgment. This provision is separate and several and shall survive the merger of this Agreement into any judgment on this Agreement.

(c) Indemnification.

(1) Generally. Developer hereby agrees to indemnify, defend and hold harmless City from liability, claims, suits, proceedings, losses, costs or expenses of any kind, including court costs, attorneys’ fees and related costs (collectively referred to as “Claims”), arising from any

personal injury, property damage or wrongful death claim caused by or resulting from or in any way attributable in whole or in part to the direct or indirect operations of the Developer, or Developer's contractors, subcontractors, agents or employees, or any other person or entity for whom any of them is responsible, in connection with the development of the Project. 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. Nothing in this Section shall be construed to mean that Developer shall indemnify, defend or hold harmless City from Claims of personal injury, death, or property damage arising from, or alleged to arise from, the maintenance or repair by City of improvements that have been offered for dedication and accepted by the City for maintenance. This indemnification, defense and hold harmless requirement shall survive termination or expiration of this Agreement. City reserves the right, in cases subject to this indemnity, to reasonably approve the attorney selected by Developer to defend Developer and City in any such action. Developer's obligation to indemnify shall not extend to claims that arise from City's sole negligence.

(2) Indemnity – Third Party Challenge. In addition to Developer's responsibility for 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 City's approval of any aspect of the Project or this Agreement, including but not limited to, 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 any and all costs and fees, including without limitation attorneys' fees, court costs, costs of discovery, etc. and liabilities arising from the defense of the Challenge;

(B) Developer shall defend City. 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 and costs 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 reimburse City for all costs, fees, and any other liabilities related to such defense of the Challenge, 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 including 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, at Developer's sole expense, maintain 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 \$2,000,000 for property damage. Such policies shall be in form and substance satisfactory to the City, shall be issued by an insurer 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, officials, employees, agents and volunteers 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 related to the Project other than this Agreement, the Developer shall not be required by this Agreement to provide additional or duplicate insurance.

(e) Statutes of Limitation. 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 next available 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 expiration of the Cure Period as provided in Article 6 of this Agreement. 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. Nothing in this paragraph shall be interpreted to authorize the filing of a claim to which the Developer has waived or released his rights pursuant to Section 3.01 or Section 6.04(f) of this Agreement.

(f) Release. Developer, for itself and Successor Interests hereby releases City from any and all claims, demands, actions, or suits 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 the 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, part, 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 as 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 Tentative Map approval, and the limitation on monetary damages are essential elements of this Agreement and City would not have entered into this Agreement but 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. Each party has received independent legal advice from its attorneys with respect to the advisability of executing this Agreement and the meaning of the provisions hereof. This Agreement has been drafted through a joint effort of the parties and their counsel and therefore shall not be construed against either or the parties in its capacity as draftsman, but in accordance with its fair meaning.

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 obligations are joint and several.

Section 7.06. Processing During Third Party Litigation. The filing of any third party lawsuit(s) against City or Developer relating to this Agreement, the Project Approvals, any Subsequent Approvals or other development issues or approvals affecting the Project shall not delay or stop the development, processing or construction of the Project, approval of any future Subsequent Approvals or issuance of future ministerial permits, unless the third party obtains a court order preventing the activity. City shall not stipulate to or cooperate in the issuance of any such order.

Section 7.07. Record of Applicable Law. Prior to the Effective Date of this Agreement, City and Developer shall use reasonable efforts to identify two identical sets of the Applicable Law, one set for City and one set for Developer, so that if it becomes necessary in the future to refer to any of the Applicable Law, there will be a common set of the Applicable Law available to both parties.

Section 7.08. Binding Effect. All of the terms, provisions, agreements, rights, powers, standards, covenants and conditions of this Agreement shall be binding upon and shall inure to the benefit of the City and Developer, and their respective heirs, successors (by merger, reorganization, consolidation or otherwise) assignees, successors, administrators, representatives, lessees, and all other persons acquiring the Project Site, or any portion thereof, or interest therein, whether by operation of law or in any manner whatsoever. Whenever the term "Developer" is used herein, such term shall include any other lawfully approved successor in interest of Developer, with respect to all or any portion of the Project Site.

Section 7.09. Waiver. Now waiver of any provision of this Agreement shall be effective unless in writing and signed by the party against whom enforcement of a waiver is sought. No waiver of any right or remedy in respect to any occurrence or event shall be deemed a waiver of any right or remedy in respect to any other occurrence or event.

Section 7.10. No Third Party Beneficiaries. The only parties to this Agreement are the City and Developer and their respective successors-in-interest. There are no third party beneficiaries and this Agreement is not intended and shall not be construed to benefit or be enforceable by any other person whatsoever.

Section 7.11. Mortgagee Protection. The parties hereto agree that this Agreement shall not prevent or limit Developer, in any manner at Developer's sole discretion, from encumbering the Project Site or any portion thereof or any improvement thereon by any mortgage, deed of trust or other security device securing financing with respect to the Project Site. City acknowledges that the lender(s) providing such financing may require certain Agreement interpretations and modifications and agrees upon request, from time to time, to meet with Developer and representatives of such lender(s) to negotiate in good faith any such request for interpretation or modification. City will not unreasonably withhold its consent to any such requested interpretation or modification provided such interpretation or modification is consistent with the intent and purposes of this Agreement. Any mortgagee of a mortgage or a beneficiary of a deed of trust ("Mortgagee") of the Project Site shall be entitled to the following rights and privileges:

(a) Neither entering into this Agreement nor a breach of this Agreement shall defeat, render invalid, diminish, or impair the lien of any mortgage or deed of trust on the Project Site made in good faith and for value.

(b) Any Mortgagee may give notice to City in writing that it holds a mortgage in the Project Site and may request copies of any notice of default given to Developer under the terms of this Agreement to be sent to that Mortgagee. Any such notice shall include the address to which the Mortgagee desires copies of notices to be mailed. If City timely receives a request from a Mortgagee requesting a copy of any notice of default given to Developer under the terms of this Agreement, City shall provide a copy of that notice to the Mortgagee within ten days of send the notice of default to Developer. The Mortgagee shall have the right, but not the obligation, to cure the default during the remaining cure period allowed such party under this Agreement, and City shall accept such cure by or at the instance of the Mortgagee as if the same had been made by the Developer.

(c) Any Mortgagee who comes into possession of the Project Site, or any part thereof, pursuant to foreclosure of the mortgage or deed of trust, or deed in lieu of such foreclosure, shall take the Project Site, or part thereof, subject to the terms of this Agreement; provided, however, in no event shall such Mortgagee be liable for any monetary obligations of Developer arising prior to acquisition of title to the Project Site by such Mortgagee, except that any such Mortgagee, except that any such Mortgagee or its successors or assigns shall not be entitled to a building permit or occupancy certificate until all delinquent and current fees and other monetary obligations due under this Agreement for the Project Site, or portion thereof, acquired by such Mortgagee have been paid to City.

Section 7.12. Processing of Amendment or Modification. The Developer shall reimburse the City for its actual costs reasonably and necessarily incurred as a result of any amendment or modification to this Agreement initiated by the Developer or its Mortgagee, provided that the City shall use its best efforts to minimize such costs.

Section 7.13. Warranty. Developer warrants to the City that, as of the Effective Date of this Agreement, it owns the Project Site or has the right to acquire the Project Site.

Section 7.14. Covenants Run with the Land. All of the provisions, agreements, rights, powers, standards, terms, covenants and obligations contained in this Agreement shall be binding upon the parties and their respective heirs, successor (by merger, reorganization, consolidation or otherwise) and assigns, devisees, administrators, representatives, lessees, and all other persons acquiring the Project Site, or any portion, thereof, or any interest therein, whether by operation of law or in any manner whatsoever, and shall inure to the benefit of the parties and their respective heirs, successors and assigns. All of the provisions of this Agreement shall constitute covenants running with the land.

Section 7.15 Joint and Several Liability of Certain Common Public Infrastructure. Developer acknowledges that the Project shall have joint and several liability for the design, construction and installation of various common public infrastructure that benefits both this Project and Oleander Estates. The Developer agrees to be jointly and severally liable, with rights of reasonable reimbursement from the developer of Sundance, for these common public infrastructure obligation(s). In addition, the Developer shall also execute the applicable subdivision improvement agreement(s) to verify this joint and several liability for the costs of such common public infrastructure benefiting both the Project and Sundance. Examples of such common public

infrastructure would be SSJID pipelines and related improvements, Woodward Avenue street improvements and the new Water Storage Facility referenced in this Project's Conditions of Approval, which shall be partially funded by the Developer and the developer of Sundance. Conversely, examples of infrastructure that is not common include public streets, park improvements and public sound walls within the borders of each phase of this Project which shall solely be the responsibility of this Project.

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 served upon the Party to whom addressed by personal service as required in judicial proceedings, or by deposit of the same in the custody of the United States Postal Service, postage prepaid to the addresses set forth in Section 8.02. 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. Notice shall be deemed for all purposes, to have been given and received on the date of (i) personal services or (ii) three (3) consecutive calendar days following the deposit of the same in the United States mail as provided above.

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

If to Developer, to:

Toni Marie Raymus
Raymus Homes
P.O. Box 2188
Manteca, CA 95336
Telephone: (209) 824-3080
FAX: (209) 824-3084

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 to 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.

ARTICLE 9. TRANSFER TO SUCCESSOR INTERESTS; NOTICE OF COMPLIANCE/NON-COMPLIANCE.

Section 9.01. Transfer; Notice; Release. Developer shall have the right to sell, transfer or assign its interest in the Project Site and/or Rights under this Agreement in whole or in part (provided that no such partial transfer shall violate the Subdivision Map Act) during the Term of this Agreement. Developer shall give at least thirty (30) days prior written Notice 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 Developer shall require the Transferee to assume in writing all of the obligations under this Agreement that relate to the 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 in writing expressly 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). The City shall consent to a Transfer and release if the proposed Transferee provides sufficient evidence to the City of the financial and business ability to perform the obligations to be assumed by such Transferee. Upon such a written City consent to the Transfer and a release by City, which consent and release shall not be unreasonably withheld, conditioned or delayed, 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, if any. Upon such a written release by City, the Transferee shall thereafter be the sole party to whom Rights are held and owed regarding the Transferred 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 effects 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 and specifying the dates and nature of any such Alleged Default or Default; and

(3) Any other reasonable information requested.

(b) Determination. In response, the responding party shall determine whether or not the requesting party is in Compliance with this Agreement and shall issue—pursuant to Article 8 of the 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 constitutes 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 – Tentative Map (SDJ-05-04), Planned Unit Development (PCD-05-04) and Conditions of Approval for the First Tentative Map and Planned Development Combining District.

Exhibit D-1 – Mitigation Monitoring Program.

Exhibit E – City Council Ordinance No. 1340, Approving this Agreement.

Exhibit F – Current City Fees Payable At Building Permit (or as otherwise provided).

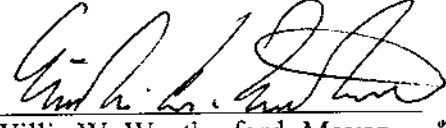
ARTICLE 11. SIGNATURE; RECORDATION.

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. As provided in Government Code Section 65868.5, the City Clerk shall record a copy of this Agreement in the Official Records of the County of San Joaquin within ten (10) days following execution by the City.

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.

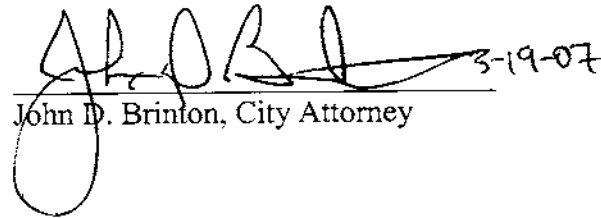
CITY OF MANTECA


Willie W. Weatherford, Mayor

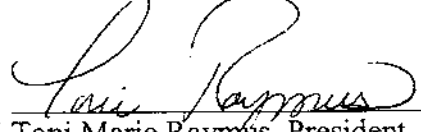
ATTEST:


Joann L. Tilton, City Clerk, MMC

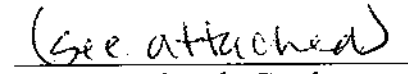
APPROVED AS TO FORM:

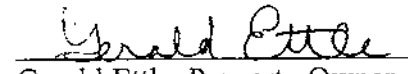
 3-19-07
John D. Brinton, City Attorney

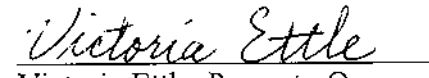
RAYMUS HOMES, INC.

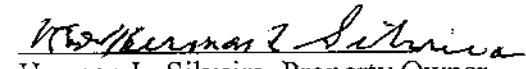

Toni Marie Raymus, President

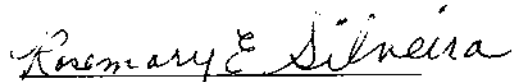

Bob Raymus, Vice-President

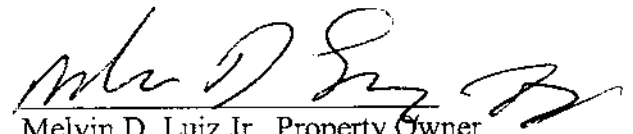

Karen A. Macedo Cambra,
Property Owner

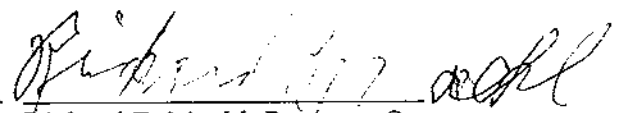

Gerald Ettle, Property Owner


Victoria Ettle, Property Owner


Herman L. Silveira, Property Owner


Rosemarie E. Silveira,
Property Owner


Melvin D. Luiz Jr., Property Owner


Richard F. Maehl, Property Owner

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of

San Joaquin

ss.

On

3/29/07

Date

before me,

Sheri L. Ginter, Notary Public,

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

personally

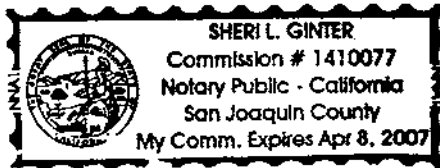
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Willie W. Weatherford

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.



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

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of

San Joaquin

} ss.

On

1-31-07

Date

before me,

Jackie Bull, Notary Public

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

personally appeared

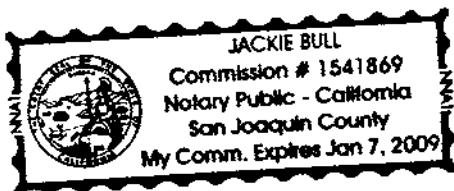
Toni Raymus and

Name(s) of Signer(s)

Bob Raymus

☐ personally known to me

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



Place Notary Seal Above

WITNESS my hand and official seal.

Signature of Notary Public

OPTIONAL

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Signer's Name: _____

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

RIGHT THUMBPRINT
OF SIGNER

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Signer Is Representing: _____

Signer's Name: _____

- ☐ Individual
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- ☐ Attorney in Fact
- ☐ Trustee
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- ☐ Other: _____

RIGHT THUMBPRINT
OF SIGNER

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Signer Is Representing: _____

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

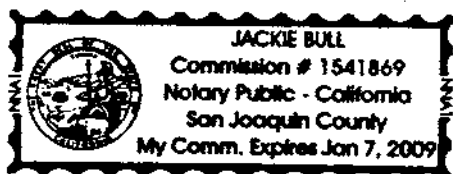
County of San Joaquin

ss.

On 1-31-07, before me, Jackie Bull Notary Public,
Date Name and Title of Officer (e.g., "Jane Doe, Notary Public")

personally appeared Gerald Ettle and
Name(s) of Signer(s)
Victoria Ettle

☐ 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.

Place Notary Seal Above

Signature of Notary Public

OPTIONAL

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☐ Guardian or Conservator
☐ Other: _____

Signer Is Representing: _____

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Signer's Name: _____

- ☐ Individual
☐ Corporate Officer — Title(s): _____
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☐ Guardian or Conservator
☐ Other: _____

Signer Is Representing: _____

RIGHT THUMBPRINT
OF SIGNER
Top of thumb here

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of

San Joaquin

} ss.

On

1-31-07

Date

before me,

Jackie Bull, Notary Public

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

personally

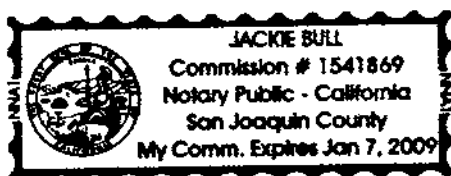
appeared

Rosemarie F. Silveira

Name(s) of Signer(s)

and Norman L. Silveira

☐ personally known to me



☒ I 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.

Place Notary Seal Above

Signature of Notary Public

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☐ Other: _____

Signer Is Representing: _____

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☐ Other: _____

Signer Is Representing: _____

RIGHT THUMBPRINT
OF SIGNER
Top of thumb here

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of

San Joaquin

ss.

On

1-31-07

Date

before me,

Jackie Bull, Notary Public

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

personally

appeared

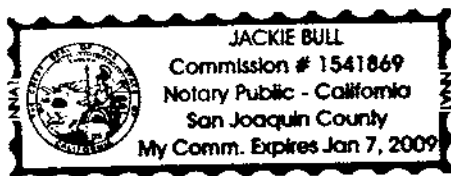
Melvin D. Luiz Jr

Name(s) of Signer(s)

and Richard E. Maehl

I personally known to me

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



Place Notary Seal Above

WITNESS my hand and official seal.

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

CITY OF MANTECA

RAYMUS HOMES, INC.

Willie W. Weatherford, Mayor

Toni Marie Raymus
Toni Marie Raymus, President

ATTEST:

Joann L. Tilton, City Clerk, MMC

Bob Raymus, Vice-President

APPROVED AS TO FORM:

Karen A. Macedo Cambra
Karen A. Macedo Cambra,
Property Owner

John D. Brinton, City Attorney

Gerald Ettle, Property Owner

Victoria Ettle, Property Owner

Herman L. Silveira, Property Owner

Rosemarie E. Silveira,
Property Owner

Melvin D. Luiz Jr., Property Owner

Richard F. Maehl, Property Owner

Post-Net Fax Note	7871	Date	1-30	# of pages	1
To	Karen Cambra	From	Toni		
Co./Dept.	Staybridge Suites	Co.	Raymus		
Phone #	440	Phone #	824.3080		
Fax #	507.289.6540	Fax #	824.3084		

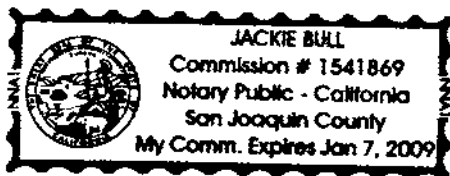
CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of San Joaquin } ss.

On 1-31-07, before me, Jackie Bull, Notary Public
Date Name and Title of Officer (e.g., "Jane Doe, Notary Public")
personally appeared Karen A. Macedo Cambra
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.

Place Notary Seal Above

Signature of Notary Public

OPTIONAL

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

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

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

RIGHT THUMBPRINT
OF SIGNER
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Signer Is Representing: _____

Signer's Name: _____

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

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Signer Is Representing: _____

Exhibit A

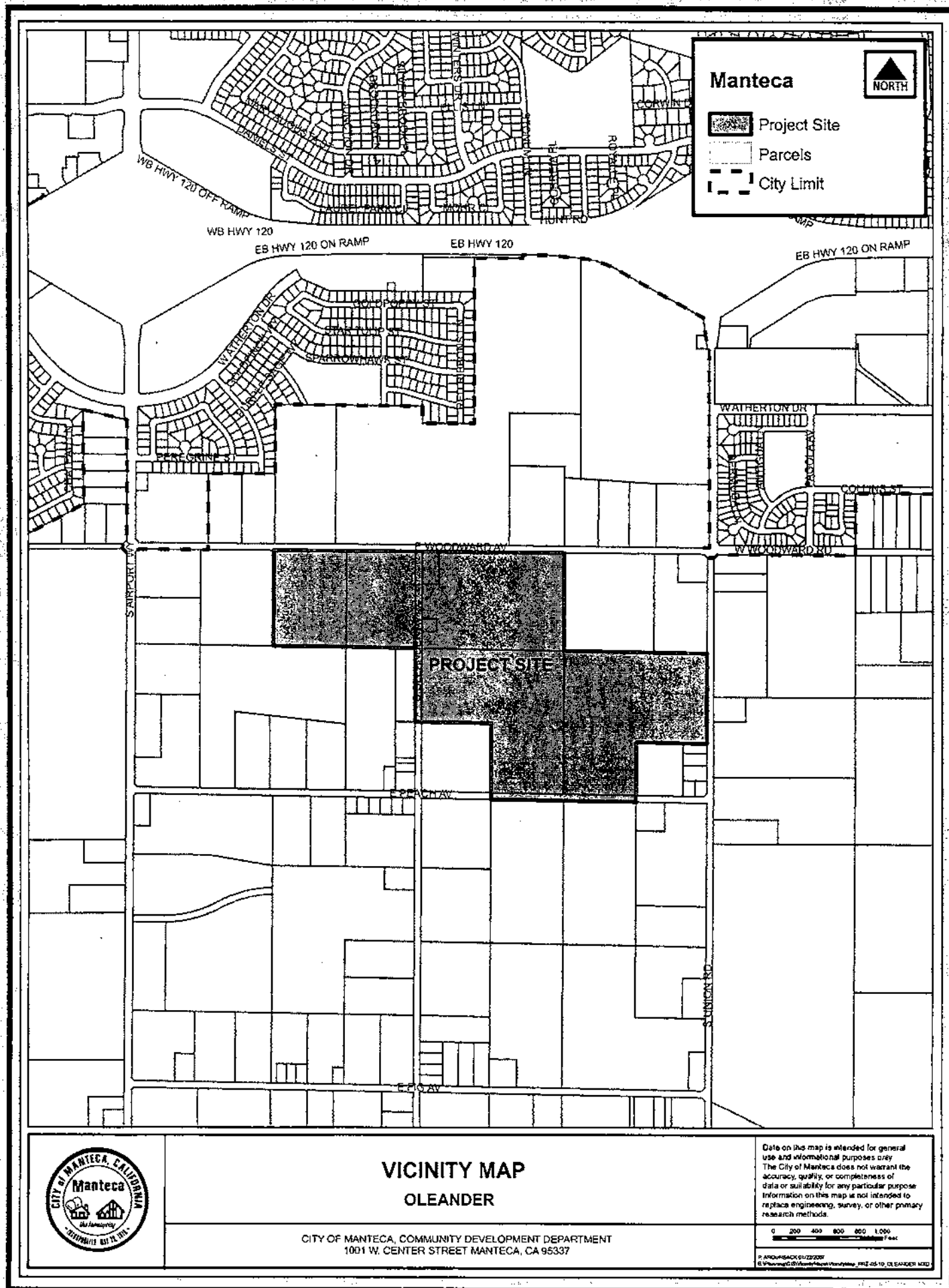


EXHIBIT "B"
LEGAL DESCRIPTION
OLEANDER ESTATES

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

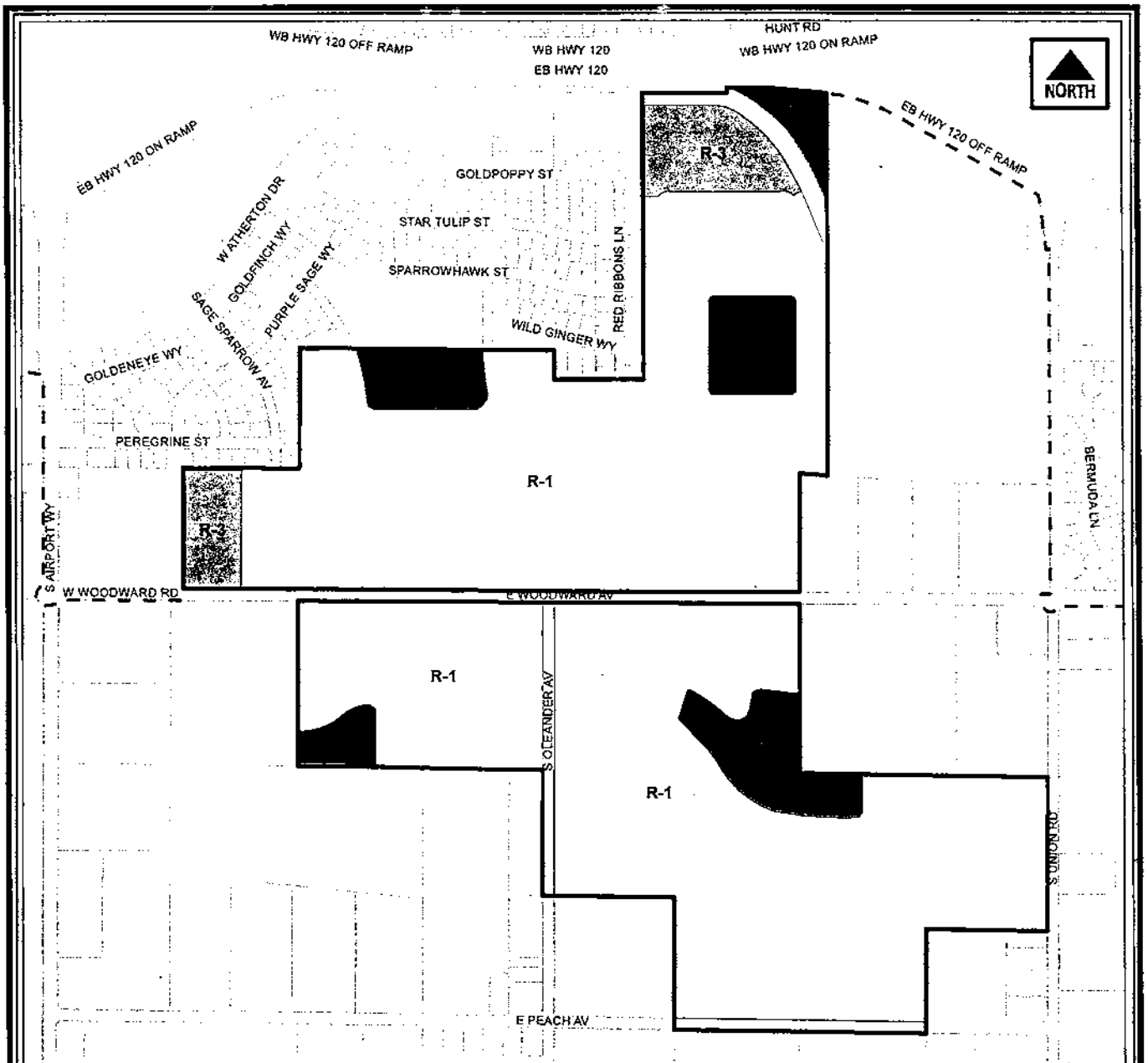
All of Parcels One, Two and Three as described in that certain Grant Deed recorded in Document No. 2002-201467, San Joaquin County Records, all of the land deeded to Marie Luiz and described in that certain Grant Deed recorded in Document No. 2006-045282, San Joaquin County Records, all of the land deeded to Herman L and Rosemary E. Silveira, Trustees of the Herman L. Silveira Family Trust and described in that certain Individual Quitclaim Deed recorded in Document No. 2003-005540, San Joaquin County Records, all of the land deeded to Karen Ann Macedo Cambra and described in that certain Grant Deed recorded in Instrument No. 95017145, San Joaquin County Records, and all of the land deeded to Gerald and Victoria V. Ettle, Trustees of the Gerald Ettle and Victoria V. Ettle Family Trust and described in that certain Grant Deed recorded in Instrument No. 00154102, San Joaquin County Records, being more particularly described as follows:

BEGINNING at the southwest corner of Parcel Three as described in that Community Property Deed recorded in Instrument No. 96118647, San Joaquin County Records, also being a point on the north right-of-way line of Woodward Avenue, said point being 30.00 feet north (measured at right angles) of the centerline of said Woodward Avenue; thence along the north right-of-way line of said Woodward Avenue, parallel with the centerline of said Woodward Avenue, South 89°32'06" East, 3226.96 feet to the southwest corner of Parcel "B" as shown on that certain map filed for record in Book 25 of Surveys, Page 25, San Joaquin County Records, also being a point on the east line of said Parcel C; thence leaving said north right-of-way line, South 00°17'47" West, 60.00 feet to a point on the south right-of-way line of said Woodward Avenue, said point also being the northwest corner of the land deeded to Tony Thomas and Helen Grace Camara as described in that certain Grant Deed recorded in Document No. 2003-290794, San Joaquin County Records; thence along the west line of said land deeded to Tony Thomas and Helen Grace Camara, South 00°14'09" West, 887.47 feet to the southwest corner thereof, also being the northwest corner of said land deeded to Herman L and Rosemary E. Silveira, Trustees of the Herman L. Silveira Family Trust; thence along the north line of said land deeded to Herman L and Rosemary E. Silveira, Trustees of the Herman L. Silveira Family Trust, South 89°03'51" East, 1300.44 feet to the northeast corner thereof, also being a point on the west right-of-way line of Union Road, said point being 30.00 feet west (measured at right angles) of the centerline of said Union Road; thence leaving said west right-of-way line, South 89°47'28" East, 60.00 feet to the east right-of-way line of said Union Road; thence along said east right-of-way line, South 00°12'32" West, 807.98 feet; thence at a right angle, North 89°47'28" West, 60.00 feet to the west right-of-way line of said Union Road, also being a point on the north line of the land deeded to Thomas L. and Phyllis L. Shankles as described in that certain Quitclaim Deed recorded in Instrument No. 97025338, San Joaquin County Records; thence along the north line of said land deeded to Thomas L. and Phyllis L. Shankles and the north line of the land deeded to Donald J. and Shirley A. Gallagher, Co-trustees of the Gallagher 1993 Family Trust as described in that certain Grant

Deed recorded in Document No. 2005-314234, San Joaquin County Records, North 89°04'06" West, 640.79 feet to the northwest corner of last said deed; thence along the west line of last said deed, South 00°14'06" West, 482.00 feet to the north right-of-way line of Peach Avenue, said point being 30.00 feet north (measured at right angles) of the centerline of said Peach Avenue; thence leaving said north right-of-way line, South 00°55'54" West, 60.00 feet to the south right-of-way line of said Peach Avenue; thence along said south right-of-way line, North 89°04'06" West, 1320.07 feet; thence at a right angle, North 00°55'54" East, 60.00 feet to the north right-of-way line of said Peach Avenue, also being the southeast corner of the land deeded to Bill L. and Shirley A. Sadler, Trustees of the Bill and Shirley Sadler Family Trust as described in that certain Quitclaim Deed recorded in Instrument No. 00102226, San Joaquin County Records; thence along the east line of last said deed, North 00°14'12" East, 630.05 feet to the northeast corner thereof; thence along the north line of last said deed, North 89°03'58" West, 630.02 feet to the east right-of-way line of Oleander Avenue, said point being 30.00 feet east (measured at right angles) of the centerline of said Oleander Avenue; thence leaving said east right-of-way line, North 89°45'45" West, 60.00 feet to the west right-of-way line of said Oleander Avenue; thence along said west right-of-way line, North 00°14'15" East, 660.81 feet to the southeast corner of said land deeded to Gerald and Victoria V. Ettle, Trustees of the Gerald Ettle and Victoria V. Ettle Family Trust; thence along the south line of last said deed, North 89°03'51" West, 1290.03 feet to the southwest corner thereof; thence along the west line of last said deed, North 00°14'22" East, 865.77 feet to the northwest corner of thereof, also being a point on the south right-of-way line of said Woodward Road, said point being 30.00 feet south (measured at right angles) of the centerline of said Woodward Avenue; thence along said south right-of-way line, North 89°32'06" West, 587.31 feet; thence at a right angle, North 00°27'54" East, 60.00 feet to the southwest corner of said Parcel Three and the POINT OF BEGINNING.

Containing 121.93 acres, more or less.

Exhibit C



PREZONE NO. PRZ-05-10

Date: January 23, 2007

Initiated By: FCB Homes/ Raymus Homes

APNs: 226-160-06, 226-160-07, 226-160-10, 226-160-11,
226-160-12, 226-160-13, 226-170-04, 226-170-05,
226-180-01, 226-180-03, 226-180-07, & 226-180-08

Map Legend

-  Parcels
-  City Limit
-  Project Areas



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

0 250 500 750 1,000 Feet

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

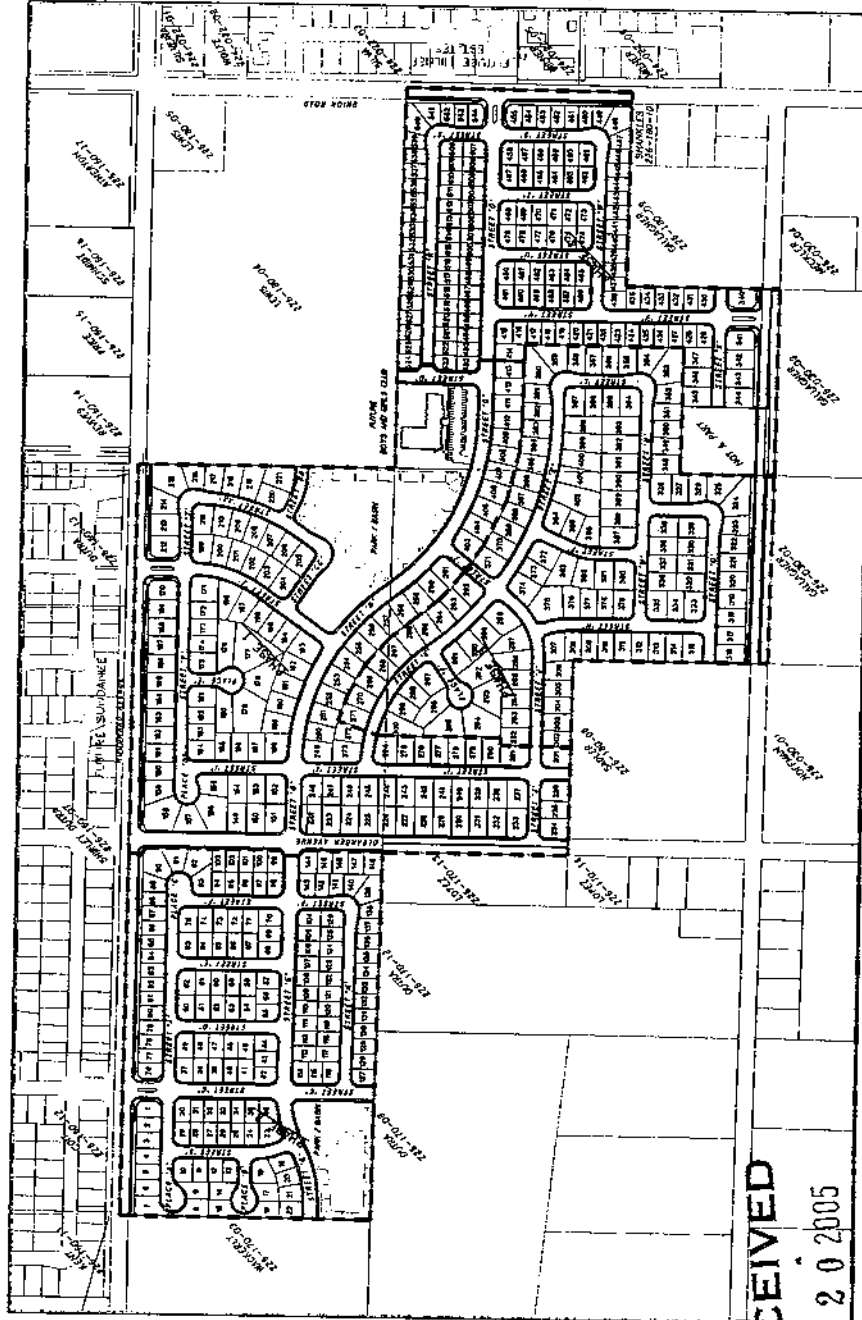
P ARDUNSAK 01/17/07 B:\Planning\GIS\Zoning\PreZones\PRZ-05-10 MXD

TENTATIVE SUBDIVISION MAP
TRACT NO. 3522

OLEANDER ESTATES

A SINGLE FAMILY SUBDIVISION

BEING A PORTION OF THE SOUTH 1/2 OF SECTION 7, T.2S., R.7E., M.D.B.M.,
CITY OF MANTECA, SAN JOAQUIN COUNTY, CALIFORNIA



RECEIVED

APR 20 2005

Community Development Department

COVER SHEET

OLEANDER ESTATES
MANTECA, CALIFORNIA

NO.	DESCRIPTION	DATE	APPROVED
1	PRELIMINARY	11/11/04	[Signature]
2	REVISION		
3	REVISION		
4	REVISION		
5	REVISION		
6	REVISION		
7	REVISION		
8	REVISION		
9	REVISION		
10	REVISION		

MEER MEER Engineering, Inc.
ALLEN, CALIFORNIA
1500 S. 10TH STREET, SUITE 100
MANTECA, CA 95331
TEL: 925-339-1234
FAX: 925-339-1235
WWW.MEER-INC.COM

DATE: 11/11/04
BY: J. J. J.
CHECKED BY: J. J. J.
SCALE: AS SHOWN
SHEET NO. 1 OF 10



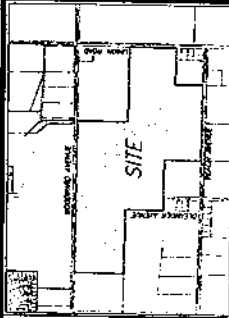
DEVELOPERS:
J. J. J.
J. J. J.

ENGINEER:
J. J. J.
J. J. J.

- NOTES:**
1. ALL DIMENSIONS TO CENTER OF RIGHT-OF-WAY.
 2. ALL DIMENSIONS TO BE INDICATED.
 3. EASEMENTS TO BE INDICATED.
 4. EASEMENTS TO BE INDICATED.
 5. EASEMENTS TO BE INDICATED.
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 15. EASEMENTS TO BE INDICATED.
 16. EASEMENTS TO BE INDICATED.
 17. EASEMENTS TO BE INDICATED.

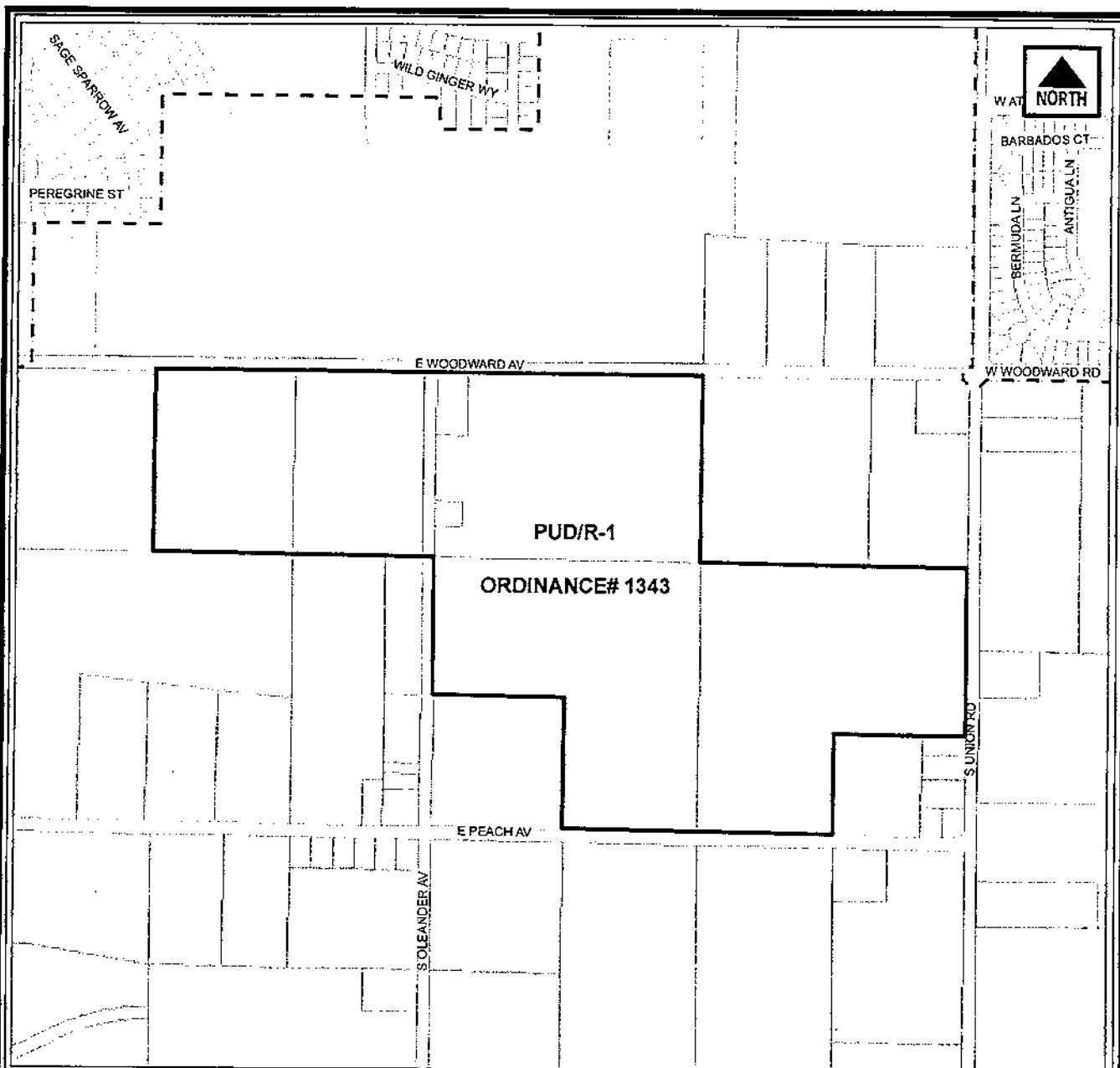
INDEX

SHEET	DESCRIPTION
1	COVER SHEET
2	CROSS SECTIONS
3	BOUNDARY AND TOPOGRAPHIC SURVEY PLAN
4	UTILITY PLAN-NORTH
5	UTILITY PLAN-SOUTH
6	DIMENSION PLAN-NORTH
7	DIMENSION PLAN-SOUTH
8	DEVELOPMENT PLAN-NORTH
9	DEVELOPMENT PLAN-SOUTH
10	MEDIAN CONFIGURATION



SCALE
1" = 200'

PHASING
PHASE-1 135 LOTS
PHASE-2 148 LOTS
PHASE-3 123 LOTS
PHASE-4 139 LOTS



PLANNED UNIT DEVELOPMENT NO. PCD-05-04

Date: November 14, 2006

Initiated by: Raymus Homes

Address: 5232 E Woodward Av, 5645 E Peach Av, 20332 S Oleander Av,
20474 S Oleander Av, 20560 S Oleander Av

Base District R-1

Acreage: +/- 112 AC

Ordinance # 1343

Map Legend

-  City Limit
-  Parcels
-  Oleander Boundary



City Of Manteca
Community Development Department
1001 W. Center Street
Manteca, CA 95337

0 200 400 600 800 Feet

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

Exhibit D

Consolidated Development Review Conditions

Tentative Subdivision Map No. SDJ-05-04
Planned Combined Development No. PCD-05-04

Oleander
Revised 3/5/07

1. Developer shall install all improvements associated with subdivision to city Laws, Improvement plans for each phase of onsite development shall be submitted to the City Engineer for approval with each final map.
2. Developer shall provide easements, requested by the respective utility companies, within the subdivision and shall show said easements on the final map. Any existing on-site facilities to the Project that are affected by this Project shall be relocated or placed underground at the Developer's expense. On-site facilities shall include frontage roads at the project.
3. Developer shall dedicate ten-foot (10) wide public utility easements on all street frontages for underground facilities and appurtenances, upon approval and recordation of each final map.
4. Developer shall contact the local post office for direction regarding placement of mail receptacles or any other type of mail delivery proposed.
5. Developer shall contact Manteca Unified School District Facilities Planning regarding school fees and requirements. Developer shall annex the project to a Manteca Unified School District Community Facilities District, upon approval and recordation of the first final map.
6. Developer shall indicate on the tentative map topographical information which shall include one-foot (1') contour intervals and benchmark data.
7. Developer shall obtain appropriate encroachment permit(s) for any work required within the San Joaquin County right-of-way.
8. Developer shall include a copy of the City's Right-to-Farm ordinance with each property deed provided to homebuyers.
9. During all construction phases, Developer shall 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 (PM10) entrained into the ambient air from man-made sources.
10. Developer shall relinquish to the City of Manteca the following access rights: from adjoining lots to Woodward Avenue, Union Road and Peach Avenue (McKinley Parkway); from Lots 1 and 76 to Street "C"; from Lots 90 through 93 and Lots 156 through 158 to Oleander Avenue; from Lots 170 and 212 to Street "Z"; from Lots 455 and 544 to Street "G"; from Lots 340 and 341 to Street "V".

11. An interim turn around is required at the west end of Street "G" and Street "X" until the streets are extended. Lots adjacent to the turnaround can not be developed until such time as the interim turn around is removed.
12. The Developer shall incorporate traffic calming devices into street "G"
13. Developer shall dedicate, or acquire on the City's behalf, sufficient right-of-way to complete the Woodward Avenue improvements described below.
14. Developer shall remove and replace the existing pavement with a new street structural section along the subdivision's Woodward Avenue frontage.
15. Developer shall construct part width street improvements along Woodward Avenue, including curb, gutter, five (5) foot meandering sidewalk, landscaping with trees and automatic irrigation system, a seven (7) foot high masonry sound wall, street lights and pavement all in accordance with City Standards ST-3 and ST-38 along the south side of the street. Developer shall also construct a twelve (12) foot wide raised landscaped median with automatic irrigation system centered on the ultimate Woodward Avenue centerline. Woodward Avenue improvements shall include a twelve-foot (12') travel lane and a two-foot (2') shoulder on the north side of the median.
16. Developer shall overlay portions of Woodward Avenue extending westerly to Airport Way with development of said project west of Oleander Road and easterly to Union Road with development of said project east of Oleander Road to accommodate the additional traffic volumes generated by this subdivision. This condition shall be waived if other projects have already completed said work.
17. Developer shall dedicate, or acquire on the City's behalf, sufficient right-of-way to complete the Union Road improvements described below.
18. Developer shall construct part width street improvements along Union Road, including curb, gutter, five (5) foot meandering sidewalk, landscaping with trees and automatic irrigation system, a seven (7) foot high masonry sound wall, street lights and pavement all in accordance with City Standards ST-3 and ST-38 along the west side of the street. Developer shall also construct a twelve (12) foot wide raised landscaped median with automatic irrigation system centered on the ultimate Union Road centerline. Union Road improvements shall include a twelve-foot (12') travel lane and two-foot (2') shoulder on the east side of the median.
19. Developer shall dedicate, or acquire on the City's behalf, sufficient right-of-way to complete the Peach Avenue improvements described below.
20. Developer shall construct part width street improvements along Peach Avenue, excluding the frontage of the parcel labeled "Not a Part", but including curb, gutter, five (5) foot meandering sidewalk, landscaping with trees and automatic irrigation system, a seven (7) foot high masonry sound wall (except in front of existing home parcel), street lights and pavement all in accordance with City Standards ST-3 and ST-38 along the north side of the street. Developer shall also construct a twelve (12) foot wide raised landscaped median with automatic irrigation system centered on the ultimate Peach Avenue centerline. Peach Avenue improvements shall include a twelve-foot (12') travel lane and two-foot (2') shoulder on the south side of the median. Improvements behind the back of curb may be excluded on the far side. Developer

shall also construct part width improvements along the Peach Avenue parcel labeled "Not a Part", including curb, gutter, (5) five feet meandering sidewalk with driveway access to existing home.

21. Developer shall dedicate, or acquire on the City's behalf, sufficient right-of-way to complete the Oleander Avenue improvements described below.
22. Developer shall remove and replace the existing pavement with a new street structural section along the subdivision's Oleander Avenue frontage.
23. Developer shall construct full width street improvements along the Oleander Avenue frontage of this subdivision. Improvements shall be in accordance with City of Manteca Collector Street Standard ST-2.
24. Developer shall reconstruct and/or overlay portions of Oleander Avenue extending southerly to Peach Avenue to accommodate the additional traffic volumes generated by this subdivision. This condition shall be waived in other projects have already completed said work.
25. The following traffic indices are recommended:

Woodward Avenue	9.0
Peach Avenue	9.0
Union Road	9.0
Oleander Avenue	6.0
60' right-of-ways	5.0
50' right-of-ways	4.5
cul-de-sacs	4.0

26. Soils R-Value tests shall be taken in the vicinity of Lots 29, 70, 164, 262, 329, 415 and 458. A report shall be submitted to the City Engineer with calculations determining the street structural design. Street structural design shall be in conformance with Resolution R-5633, "Street Structural Design Policy".
27. In accordance with Conditions 4 and 5 of said Resolution R-5633, the minimum structural cross-section shall be 2 1/2 inches asphalt concrete over 4 inches of aggregate base.
28. Developer shall include in the subdivision design, bus/landscape maintenance turn-outs per City Standard ST-39, on Woodward Avenue east of Oleander Avenue and on Union Road south of Street "G". The location and design of turn-out shall be shown as part of the subdivision improvement plans.
29. Developer shall install all streetlights to City Standards enabling the street lighting system to be placed on the P.G.&E. LS-2A energy rate schedule.
30. Developer shall provide bicycle lanes along Oleander Avenue and Peach Avenue in compliance with the City of Manteca's Bicycle Route Master Plan.
31. A seven-foot (7') high masonry sound wall along those streets where access rights have been relinquished to the City of Manteca. All masonry walls shall be reinforced, solid grout filled and constructed at the site (No prefabricated walls). The City shall have the right to approve wall design, masonry block style and color. The wall height shall step down to forty-two (42) inches high in the front building set back areas. (Developer shall install fencing and walls as follows:

(WALL HEIGHTS SHALL BE THE HIGHER OF THOSE SPECIFIED HEREIN OR THOSE SPECIFIED IN A NOISE ANALYSIS FOR THIS DEVELOPMENT)

32. A six-foot (6') high chain link fence along the west and south line of the westerly Park/Basin at Streets "C" and "G", along the east line of the easterly Park/Basin at Streets "G" and "Z" and along the north line of the Future Boys and Girls Club;
33. A six-foot (6') high chain link fence, extending from building set back line to building set back line, across all streets stubbed to undeveloped land;
34. A six-foot (6') high wood fence along the lot lines abutting undeveloped lands or farmlands. Said wood fence to be constructed with construction of homes.
35. The existing 12" sanitary sewer force main in Woodward Avenue does not have sufficient capacity for sanitary sewer from this subdivision, therefore it will be necessary for Developer to install an interim sanitary sewer pump station at a location to be approved by the Public Works Department with a force main in Oleander Avenue and Woodward Avenue extending to the Tara Park sanitary sewer pump station located in the Dutra Estates subdivision at the intersection of Woodward Avenue and the new McKinley Avenue. The pump station shall be designed to be converted to a gravity flow system flowing into the City's Master Plan sewer trunk in Peach Avenue when the trunk line becomes available. Developer shall endeavor to join forces with the Developer of the Sundance Subdivision to the north and the Developer of the Silva Estates Subdivision to the east, to construct a single pump station to serve all three subdivisions.
36. In addition to flows from this subdivision, the force main shall be 18 inches in diameter. It shall accommodate sanitary sewer flows from a total of 3400 dwelling unit equivalents.
37. In accordance with the City's "Area of Benefit Establishment Criteria Policy", Developer may request the formation of an area of benefit to recover a proportionate share of the cost of installing the force main in Woodward Avenue from development served by the force main. In accordance with said policy, Developer shall prepare an Engineer's Report for approval by the City.
38. The sanitary sewer force main shall be increased in size at the Airport Way/Woodward Avenue intersection to accommodate the interim sanitary sewer flows from the Machado Estates Tentative Map area (160 acres) located at the southwest corner of Airport Way and Woodward Avenue.
39. Developer(s) shall deposit funds with City, prior to acceptance of the final phase of this development, to pay for removal of all pump station equipment and abandonment of the pump station, in accordance with City requirements, when the gravity sewer trunk line is available. These decommissioning costs shall be included in an area of benefit for the pump station improvements.
40. A dry gravity sanitary sewer line shall be constructed at a location agreed upon by Public Works extending to the south boundary of this subdivision for eventual connection to the future PFIP sanitary sewer trunk line in Peach Avenue. The gravity line shall be sized to accommodate flows from this subdivision plus the area described above.

41. In accordance with the City's "Area of Benefit Establishment Criteria Policy", Developer may request the formation of an area of benefit to recover a proportionate share of the cost of installing the force main in Woodward Avenue from development served by the force main. In accordance with said policy, Developer shall prepare an Engineer's Report for approval by the City.
42. Developer shall construct an eighteen (18) inch sanitary sewer trunk line in Union Road, along the frontage of this subdivision, in accordance with the Sanitary Sewer Master Plan. Developer shall also construct a fifty-four (54) inch sanitary sewer trunk line in Peach Avenue along the frontage of this subdivision in accordance with the Sanitary Sewer Master Plan.
43. The Water System Analysis for the Oleander Estates development has been completed. Installation of the following water system improvements are required:
 - (a) Install a twelve (12) inch water main in Union Road extending from Woodward Avenue to the south boundary of the subdivision;
 - (b) Install a twelve (12) inch water main in Oleander Avenue extending from Woodward Avenue to the south boundary of the subdivision;
 - (c) Install a twelve (12) inch water main in Street "G" extending from Union Road to the west boundary of the subdivision.
44. A water supply analysis has been completed for this development. The analysis shows that the combined subdivisions (Sundance, Sundance 2 and Oleander) will generate part of the demand that will require the city's one million gallon water storage tank and pump station facility to be constructed at the City's Well 26 site. Applicant shall fund the storage tank as described within Section 4.02(f)(4) of the Oleander Development Agreement.
45. All storm drain improvements shall comply with the City of Manteca, May 2006, Storm Drain Master Plan and the City of Manteca Standard Plans and Specifications.
46. Storm Drain Hydraulic Modeling has been completed by the City's Storm Drain consultant and it has been determined that only a limited amount of capacity is available in South San Joaquin Irrigation District's Drain 8/8A system for storm drainage from development south of Highway 120. This development's share of the remaining capacity in the drain 8/8A system, based on sewer allocations, approved by Council for development through 2009, is limited to 6.12 Acre-feet per 10-year storm event of discharge from the site. Prior to any additional discharge into the City storm drain system, South Drain, Hwy 120 Pump Station and French Camp Outlet Canal (FCOC) improvements must be completed in accordance with the City's Storm Drain Master Plan. A Storm Drain Hydraulic Modeling study is currently underway to determine when the FCOC improvements must be constructed.
47. Storm drain improvements must be designed and constructed in a manner to enable diverting drainage from this subdivision from the Drain 8/8A system to the South Drain system, by installing a plug or opening and closing valves, when the South Drain, Hwy 120 Pump Station and FCOC improvements are completed.
48. Storm drain detention basins with telemetry controlled discharge shall be constructed to serve this subdivision. The basins shall be expandable to serve as regional basins serving undeveloped adjacent land. The easterly basin shall be expandable to serve all land not a part of this subdivision bounded by Woodward Avenue, Oleander Avenue, Peach Avenue and Union Road. The westerly basin shall be expandable to serve all land not a part of this subdivision bounded by Oleander Avenue, Peach Avenue, Woodward Avenue and Airport

- Way. The subdivision storm drain system shall be designed and stubbed to serve said lands. The pump station wet wells and outfall lines shall be sized and constructed for ultimate use.
49. In accordance with the City's "Area of Benefit Establishment Criteria Policy", Developer may request the formation of an area of benefit to recover a proportionate share of the cost of installing regional storm drain facilities. In accordance with said policy, Developer shall prepare an Engineer's Report for approval by the City.
 50. The maximum side slopes of the basins shall be 8 to 1 (horizontal to vertical), the basin bottom elevation shall be a minimum of two feet above the seasonal high groundwater elevation, basins shall have a maximum water depth of five feet.
 51. The maximum basin side slope criteria stated above is under review by the City Parks and Recreation Department. The criteria may be revised to allow steeper side slopes if it is determined that they can be safely mowed by City Parks and Recreation staff.
 52. The telemetry system shall include installation of hardware and software to interface with the City's Supervisory Control and Data Acquisition (SCADA) system.
 53. A preliminary storm drain plan shall be submitted to the City Engineer for approval prior to final improvement plan submittal. The plan shall be accompanied by calculations for peak flows, total runoff, pipe sizes, and detention basin volume. Also include evidence of groundwater depth.
 54. Developer shall bear all costs necessary to develop a mechanism to finance the maintenance of storm drain treatment systems required by the City's Storm Drain NPDES permit to serve this subdivision.
 55. Developer shall pay the cost to seed the basin lawn and install the landscape irrigation system with automatic controllers. The irrigation system shall be expandable to serve the ultimate regional basin.
 56. The tentative map for this subdivision shall be reviewed by South San Joaquin Irrigation District (SSJID) in accordance with the conditions of the SSJID/City of Manteca Storm Drainage Agreement requiring that all proposed storm drain systems within the City of Manteca be reviewed and approved by SSJID.
 57. Reimbursement shall be in the form of credit against PFIP Sanitary Sewer, Water System, Storm Drainage, and Transportation fees. The credit will be given when building permits are issued for construction of residences within the Oleander Estates subdivision. If the cost to construct said improvements exceeds the value of PFIP credits, the remainder shall be reimbursed after the City receives sufficient PFIP Development Fee revenue from development occurring within the same PFIP financing zones. In the event Developer desires to exchange credits for cash reimbursement, the exchange must be approved by Council.
 58. Developer shall pay the City's cost to form a Landscape Maintenance District for the maintenance of subdivision amenities to include but not limited to the following: landscaping, landscape irrigation, decorative street lights and sound walls located within the public right of way and the park(s)/basin(s).

59. All drain inlets shall be marked "No Dumping Drains to River." Drain markers shall be purchased from the City of Manteca.
60. Developer shall enter into an agreement with the City that its Landscaping Maintenance District shall include maintenance of agreeing to maintain the onsite drainage treatment system(s) in accordance with the manufacturer's recommendations and the requirements of the State Water Resources Control Board. Said agreement shall be prepared by City.
61. Provide treatment for 85% of annual runoff per the Manteca 2006 Storm Drain Master Plan Update, Chapter 3, Section 4.5.2 Flow Based Treatment.
62. The Developer shall be responsible for contacting SSJID to determine the District's requirements regarding their facilities.
63. Any proposed disposal of storm water that will ultimately discharge into SSJID facilities shall conform to the SSJID's current policy relative to storm drainage. Hydraulic calculations and plans for proposed storm system shall be provided to the SSJID for review and approval and shall conform to the most current approved Storm Drainage Master Plan and Storm Drainage Agreement between the SSJID and the City.
64. All SSJID irrigation and drainage facilities that are determined by the SSJID to be affected by the proposed development shall be replaced with rubber gasket-reinforced concrete pipe and shall be relocated if necessary, to SSJID approved locations. Facilities affected by this development include Drain 9, Lateral "Ya" and Lateral "We-dd" and an agricultural pump and well referred to as pump station #88 (Macedo Pump), which will also need to be replaced in accordance with SSJID needs.
65. Further, hydraulic calculations to determine pipe size shall be required for any design changes or relocation's that are proposed on SSJID facilities. In accordance with SSJID standards, construction on SSJID facilities is not allowed between February 15 and October 15 of any given year. As such, plans for pipeline improvements need to be received no later than mid-July (three months before the end of water season), so that all construction work can be completed during the provided window period.
66. All improvements to the SSJID facilities shall comply with the SSJID's current standards, drawings, and policies. The developer shall enter into the necessary agreements, permits, etc., required by the SSJID for construction of SSJID facilities.
67. SSJID 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 SSJID approval.
68. 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 SSJID.
69. Private irrigation facilities and easements shall be provided for private use to accommodate property that will still be using SSJID water to irrigate adjacent to the development. The

proposed connection of any such private facility to SSJID facilities shall be approved in advance by the SSJID.

70. Easements for all SSJID facilities shall be dedicated on current SSJID forms. Additional easements shall be dedicated for access to all manholes and control structures. All SSJID easements shall be shown on the final map together with SSJID's standard acknowledgment. Easements for pipelines shall be a minimum of thirty feet (30') in width.
71. Developer shall provide a title report to the SSJID for its use in the preparation of all required documents and to ascertain if the SSJID has a fee interest within the proposed development. If it is determined that SSJID owns property in fee, the Developer will not be able to include this land as part of the development unless they obtain title to them from the SSJID.
72. Developer shall submit improvement plans for both off-site and on-site improvements shall be submitted for review and approval by the SSJID's Board of Directors. Prior to plan submittal, Developer shall submit a retainer for plan check and inspections required for the project in accordance with the current established fee schedule.
73. Upon completion of the project, the developer shall provide one complete set of "As-Built" drawings to the SSJID for its future use.
74. 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 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."
75. All residential address numbers shall be plainly visible from the street fronting the property. Said numbers/letters shall contrast with background.
76. Street within the subdivision shall meet City of Manteca Standard for all weather roadways prior to the issuance of any building permits.
77. Plans and specifications for fire hydrant systems shall be submitted for review and approval prior to construction.
78. Fire hydrants shall be installed at a maximum spacing of 500 feet in accordance with the City of Manteca Standards. Fire hydrants must be placed at intersections when possible and mid block only when it's necessary. Fire hydrant locations shall be approved by the Manteca Fire Department. Cul-de-sacs in excess of 300 feet must have additional hydrants.
79. Developer shall maintain a minimum of 3 feet clear space around all fire hydrants and 18 inches clear space from the ground to the bottom of the lowest outlet.
80. Fire protection systems (fire hydrants, water mains, etc.) shall be installed, tested and approved by the City prior to the issuance of any Building Permits.
81. Street names shall be submitted for review and approval by the Fire Prevention Division.

82. Fire Department shall witness all system and acceptance tests. Please provide 24-hour notice prior to any system or acceptance tests.

83. Setbacks

	Lots 60 foot wide or greater.	Lots Less than 60 feet in width	Corner lots 70 foot wide or greater.	Corner lots less than 70 feet in width.
Front setback	20 feet	15 feet	20 feet	15 feet
Side setback	5 & 5 feet unobstructed for one story home; 5 and 7 for one and one-half story home; 5 and 9 for a two story home	5 & 5 feet unobstructed	5 foot unobstructed	5 foot unobstructed
Street side setback	Not Applicable	Not Applicable	10	10 feet
Rear setback	20 feet	15 feet	15 feet	15 feet
Garage portion of unit	18 feet	18 feet	18 feet	18 feet
Lot coverage excluding overhangs	40% for two story and 45% for one story	45% for two story and 50% for one story	45% for two story and 50% for one story	45% for two story and 50% for one story

*One and a half story units are defined as house plans designed to be sold as a one story unit but have an option which allow a small amount of the attic space to be converted into habitable space under the same roof pitch as the one story base unit.

**Eaves, front porches (as defined in 17.61.030) and architectural amenity overhangs (non-habitable spaces) are not included in roof coverage calculations. Other Architectural amenities may be excluded subject to the approval of the Community Development Director.

***All house plans shall comply with the setbacks stated above with the following exception: setbacks may be reduced upon a finding by the Community Development Director that the proposed plan exhibits superior amenities which enhance the overall PUD and that the reduced setback does not result in an increase in lot coverage or reduction in open space. Reduction of the setbacks shall not be reduced beyond the following: a minimum 5 feet side yard, a minimum 10 feet for rear yard and 10 feet for front yard. At no time shall all yards be reduced for any specific house plan.

**** Lots which lose depth along one side property line due to curvature of the street such as knuckles shall have their front yards measured at the deepest point of the front yard setback provided there is a minimum of 10 feet setback at the shortest distance.

84. House Plans

Product one for larger lots	Number of stories	Square footage	Options: Plans may expand to	Product two for smaller lots	Number of stories	Square footage	Options Plans may expand to
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Plan 2976	2	2976	3500	Plan 1	1	1300	1665
Plan 1949	1	1949	2500	Plan 2	1	1450	1700
Plan 1571	1	1571	2000	Plan 3	2	1600	2500
Plan 2150	2	2150	2900				

85. Additional house plans may be added to this mix provided the plan square footage falls within the following ranges:

60 x 100 lots or greater—1571-3500 square feet. (includes all options)

50 x 80 lots (approximately)—1300-2500 square feet (includes all options) or plans of similar size can be substituted for the plans listed above.

All additional house plans added to the approved mix are subject to Community Development Department approval.

No modifications to house plans shall be allowed which increase the square footage of the house plans described above or which reduces the amenities including but not limited to the window or door trim, paneled garage doors, window boxes demonstrated on the plans submitted.

86. Cul-de-sac lots 156, 157 and 158 shall have a minimum of 44 feet of frontage.
87. Lot 216 shall have a pre-plotted house plan acceptable to the CD Department.
88. Lot 217 shall have a pre-plotted house plan acceptable to the CD Department.
89. At least 25% of all lots within the project shall have single story homes built thereon unless otherwise pre-approved by the Community Development Department.
90. Any modifications to house plans subsequent to this approval shall include the same minimum number of house plans and elevation types.
91. Houses on corner lots shall have both fronts and the street side elevation with full trim amenities around doors and windows.
92. Houses placed on lots 1, 76, 90, 91, 92, 93, 156 through 158, 170, 212, 455, 544, 340 341 shall have full trim amenities on the rear facing elevation
93. No more than 2 master house plans may be next to each other, unless approved by the Community Development Department. Elevations must also be different.
94. Two car garages shall be a maximum width of twenty-two feet (22') and accommodate a minimum of two (2) cars. The maximum driveway width to access the garage shall be twenty feet (20') wide for garages with a two-car garage door opening, 28 feet for garages with a three- car garage door opening or a RV situation and the minimum driveway depth shall be eighteen feet (18') from back of sidewalk. Garage elevations that do not have a garage door and exhibit enhanced facades shall be allowed beyond the above limits subject to the approval of the Community Development Director.
95. Lots less than 60 feet wide shall be limited to a two car garage unless the additional spaces are provided in tandem.
96. Lots greater than or equal to 60 feet wide shall be limited to a three car garage unless the additional spaces are provided in tandem.

97. There shall be a minimum of 20 feet by 20 feet unobstructed space within the garage for the parking of cars. No water heaters, HVAC units, etc. shall be permitted within the required 20 foot by 20 foot space.
98. No garage doors shall be visible from the public right of way beyond a three-car garage door width. Garages with space for four and five cars shall be allowed only with a standard three-car garage door.
99. No conversion of any garage space shall be allowed on lots less than 60 feet in width excluding tandem 3-car garages.
100. There shall be no obstructions such as architectural pop outs and air conditioning units within any required 5 foot side yard setback. This area shall remain open and clear, except that fireplaces and media niches may be included if not more than 2 feet in depth and 10 feet in width. The fencing and gates which access either the side or rear of each lot shall be constructed to accommodate the width of the largest solid waste toter available within the City of Manteca.
101. Each home shall include GFCI outlets located on each exterior elevation (north, south, west and east) for a total of 4 GFCI outlets per home. The Master plan submitted for review shall clearly indicate this requirement.
102. Each home shall include a gas Line outlet located on the rear exterior elevation or at the patio area. The Master plan submitted for review shall clearly indicate this requirement.
103. Each home shall have a low nitrogen oxide (NOX) emitting and/or high efficiency water heaters. The master house plans submitted for review shall clearly indicate this requirement.
104. All homes are to be constructed at a minimum of fifteen percent (15%) above Title 24 in place on December 31, 2006 . All master plans submitted for review shall include a statement from a certified specialist that the master plan meets this requirement.
105. Prior to submitting for any building permits the developer shall submit to the Community Development Department (Planning Division) a preplotted master plan for that phase or release under construction - approximately 5-15 units. This preplotting which may be amended from time to time shall demonstrate the overall plotting of the subdivision is complying with the design requirements including the mix of homes.
106. Each individual plot shall be consistent with the department's plotting submittal guidelines.
107. The fencing and gates which access either the side or rear of each lot shall be constructed to accommodate the width of the largest solid waste toter available within the City of Manteca.
108. Developer shall provide a disclosure statement to all prospective buyers as to the City's regulations regarding the storage/parking of Recreational Vehicles in a residential neighborhood.
109. This project has been reviewed as a comprehensive project therefore any substantial modification of the lots or house plans shall require a new PUD review and approval.

110. No garage doors shall be visible from the public right of way beyond a three-car garage door width. Garages with space for four and five cars shall be allowed only with a standard three-car garage door.
111. Developer shall plant deciduous trees on the south and/or westerly facing sides of buildings when either a side street or front elevation is visible from the roadway.
112. After satisfying the stormwater quality and flood control requirements of the City, State and Federal governments, the two park/basins shall provide the following minimum function space for recreation and park purposes.
113. The park/basin shall provide no less than 6.2 acres of usable, functional park land.
114. Of this 6.2 acres, the following minimum acreages shall be above the high flood water line of the basin and shall provide areas for construction of recreational structures and features including but not limited to playgrounds, picnic areas, game courts, and related features:
115. 4.79 acre park/basin: 1 acre upland
116. 2.12 acre park/basin: .6 acre upland
117. These upland areas shall be located as shown on the tentative subdivision map for Oleander estates dated 4/15/05 prepared by MCR engineering
118. Developer shall construct full park improvements to City standards including but not limited to grading, turf, irrigation system, irrigation well, walkways, trees, playgrounds (tot lot and school age), picnic areas, game courts, lighting, signage, drinking foundations, site furniture, and landscaping at each with the exception that only a tot lot is required at the 2.12 acre park basin. Developer shall be entitled to receive Neighborhood Park Fee credits toward the cost of installing the park style improvements. Developer shall not be entitled to receive credit against the Community Park portion of the Park Fee. Should the Project not generate sufficient Neighborhood Park Fee credits to fully pay for the play area improvements, Developer shall not be entitled to any other reimbursements from any other funding source for the park improvements.
119. The 2.12 acre or 4.79 acre park basin shall be constructed with that Phase of the subdivision improvements that contains the park/basin and shall be accepted with same.
120. The 4.79 acre park basin shall be constructed prior to the completion of the 3rd Phase of subdivision improvements that contain the park/basin and shall be accepted with same.
121. Developer shall construct all streetscapes and medians on Woodward Avenue, Union Road, McKinley Parkway, Streets "c", "G" and "Z" to city standards consistent with the PUD application and shall form a Landscape Maintenance District, at developer's expense, to provide for ongoing resources to maintain same. Park basins shall be included in the Landscape Maintenance District for landscape and park maintenance costs.
122. Developer shall submit a final landscape plan to the Parks and Recreation Department for designation of street trees for each street within the development.

123. The developer shall comply with and pay the cost to monitor all Mitigation Measures identified in the FEIR for the project (Exhibit # of Development Agreement) kept on file in the Community Development Department. The requirements contained in the Mitigation Monitoring Reporting Program (MMRP) shall be incorporated into these conditions and all fees shall be paid and improvements constructed in accordance with the MMRP.
124. Prior to issuance of any building permit for each house, the project applicant shall pay the state mandated school impact fees to the appropriate school districts to fund the project's fair share of impacts to school facilities. Payment of these fees is deemed full and complete mitigation (see Government Code Section 65996).

Exhibit D-1

Mitigation Monitoring and Reporting Program for the Oleander, Sundance, and Sundance 2 Development Projects



Prepared for:

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MITIGATION MONITORING AND REPORTING PROGRAM

INTRODUCTION

This Environmental Mitigation Monitoring and Reporting Program (MMRP) has been prepared pursuant to the California Environmental Quality Act (CEQA) and the State CEQA Guidelines to provide for the monitoring of mitigation measures required of the Oleander, Sundance, and Sundance 2 Development Projects (proposed project) as set forth in the Final Environmental Impact Report (Final EIR) prepared for the project.

Section 21081.6 of the California Public Resources Code and Section 15091(d) and 15097 of the State CEQA Guidelines require public agencies "to adopt a reporting or monitoring program for changes to the project which it has adopted or made a condition of project approval in order to mitigate or avoid significant effects on the environment." A Mitigation Monitoring and Reporting Program (MMRP) is required for the proposed project because the EIR for the project identified potentially significant adverse impacts related to construction and implementation activities, and mitigation measures have been identified to reduce most of those impacts to a less-than-significant level.

This MMRP will be adopted by the City Council when it approves the project.

This MMRP will be kept on file at the City of Manteca Community Development/Planning Department, 1001 West Center Street, Manteca, CA 95337.

PURPOSE OF THE MMRP

This MMRP has been prepared to ensure that all required mitigation measures are implemented and completed according to schedule and maintained in a satisfactory manner during project construction and implementation, as required. The MMRP may be modified by the City during project implementation, as necessary, in response to changing conditions or other refinements. A summary table (attached) has been prepared to assist the responsible parties in implementing the MMRP. The table identifies individual mitigation measures, monitoring/mitigation timing, responsible person/agency for implementing the measure, monitoring procedures, and a record of implementation of the mitigation measures. The numbering of mitigation measures follows the numbering sequence found in the EIR.

ROLES AND RESPONSIBILITIES

Unless otherwise specified herein, the City is responsible for taking all actions necessary to implement the mitigation measures according to the specifications provided for each measure and for demonstrating that the action has been successfully completed. The City at its discretion may delegate implementation responsibility or portions thereof to a licensed contractor.

The City will be responsible for overall administration of the MMRP and for verifying that City staff or a qualified construction contractor has completed the necessary actions for each measure. The City will designate a project manager to oversee the MMRP during the construction period. Duties of the project manager include the following:

- ▶ Ensure that routine inspections of the construction site are conducted by appropriate City staff; and check plans, reports, and other documents required by the MMRP.
- ▶ Serve as a liaison between the City and the construction contractor regarding mitigation monitoring issues.
- ▶ Complete forms and maintain records and documents required by the MMRP.

- Coordinate and ensure that corrective actions or enforcement measures are taken, if necessary.

MONITORING SCHEDULE

Before the issuance of grading permits, City staff will be responsible for ensuring compliance with mitigation monitoring applicable to the project. City staff will prepare reports identifying compliance with mitigation measures. Once construction begins, monitoring of mitigation measures associated with construction will be included in the responsibilities of designated City staff who shall prepare reports of such monitoring no less than once per month until construction completes. Once construction is completed, the City will monitor the project as deemed necessary.

CHANGES TO MITIGATION MEASURES

Any substantive change in the MMRP made by City staff shall be reported in writing. Reference to such changes shall be made in the monthly or annual Environmental Mitigation Monitoring Report prepared by City staff. Modifications to the mitigation measures may be made by City staff subject to one of the following findings and documented by evidence included in the record:

1. The mitigation measure included in the Final EIR and the MMRP is no longer required because the significant environmental impact identified in the Final EIR has been found not to exist or to occur at a level which makes the impact less than significant as a result of changes in the project, changes in conditions of the environment, or other factors.

OR

2. The modified or substitute mitigation measure to be included in the MMRP provides a level of environmental protection equal to or greater than that afforded by the mitigation measure included in the Final EIR and the MMRP.

AND

3. The modified or substitute mitigation measures do not have significant adverse effects on the environment in addition to or greater than those which were considered by the responsible hearing bodies in their decisions on the Final EIR and the proposed project.

AND

4. The modified or substitute mitigation measures are feasible, and the City, through measures included in the MMRP or other City procedures, can assure their implementation.

Findings and related documentation supporting the findings involving modifications to mitigation measures shall be maintained in the project file with the MMRP and shall be made available to the public upon request.

MMRP SUMMARY TABLE

The MMRP Summary Table that follows should guide the City in its evaluation and records of the implementation of mitigation measures.

The column categories identified in the MMRP Summary Table are described below:

Mitigation Number – lists the mitigation measures by number.

Mitigation Measure – provides the text of the mitigation measures identified in the EIR.

Timing/Schedule – lists the time frame in which the mitigation will take place.

Implementation Responsibility – identifies the entity responsible for complying with the requirements of the mitigation measure.

Implementation and Verification – verifies compliance. The “Action” column describes the type of action taken to verify implementation. The “Date Completed” column is to be dated and initialed by the project manager, or his/her designee, based on the documentation provided qualified contractors, or through personal verification by City representatives.

REFERENCES

California Department of Fish and Game. 1995. *Staff Report on Burrowing Owl Mitigation*. Sacramento, CA.

California Department of Transportation. 1998 (October). *Technical Noise Supplement*. Available <<http://www.dot.ca.gov/hq/env/noise/pub/Technical%20Noise%20Supplement.pdf>>.

San Joaquin Valley Air Pollution Control District. 2002 (January). *Guide for Assessing and Mitigating Air Quality Impacts*. Fresno, CA.

Oleander, Sundance, and Sundance 2 Development Projects Mitigation Monitoring and Reporting Program Summary Table

Mitigation Number	Mitigation Measure	Timing/ Schedule	Implementation Responsibility	Implementation and Verification	
				Monitoring Action	Date Completed
Mitigation Measures Identified in the EIR					
Agricultural Resources					
4.2-1	Pay City of Manteca Agricultural Mitigation Fee The project applicants shall pay the required City of Manteca agricultural mitigation fee to help offset the conversion of Important Farmland. Consistent with Chapter 13.42 of the Manteca Municipal Code, a \$2,000 agricultural mitigation fee shall be assessed for every acre of Important Farmland that would be developed as part of the proposed project. A total of \$456,000 (\$2,000 multiplied by 228 acres) shall be provided to the City. Under the City's program, the fees collected would be used to acquire farmland conservation easements and/or farmland deed restrictions.	Before issuance of grading permits for each project	Project applicants	Verify payment of fee	
4.2-3	Reduce Potential Conflicts with Existing or Future Land Uses Adjacent to the Project Site The project applicants shall phase the development of agricultural lands at the project site in such a way as to avoid the fragmentation of continuing agricultural operations. As development occurs at the project site, fencing, walls, or other suitable barriers shall be constructed or established at the interface between development and adjacent agricultural lands. Growers cultivating lands near or adjacent to urban development in the vicinity of the project site can be expected to comply with all necessary federal, state, and local restrictions regarding buffers between pesticide/herbicide applications and sensitive areas, such as schools, residences, and parks. Required buffer distances may vary depending on the type of chemicals used and the method of application. Residents and other individuals purchasing property near agricultural lands shall be provided information on the types of conflicts that may occur and appropriate means to address these conflicts, consistent with the City's Right-to-Farm Ordinance. With regards to the increased potential for the conversion of agricultural lands to the south, the project applicants shall implement Mitigation Measure 4.2-1 (Pay City of Manteca Agricultural Mitigation Fee), above.	Before and during construction activities for each project	Project applicants	Review project phasing plans for each project. Verify project's compliance with Right-to-Farm Ordinance resident notification requirements.	

Oleander, Sundance, and Sundance 2 Development Projects Mitigation Monitoring and Reporting Program Summary Table

Mitigation Number	Mitigation Measure	Timing/ Schedule	Implementation Responsibility	Implementation and Verification	
				Monitoring Action	Date Completed
Air Quality					
4.3-1	Comply with all Applicable Requirements of SJVAPCD Regulation VIII (Fugitive Dust Prohibitions) The following measures shall be implemented by the project applicants during construction of the proposed project as determined to be appropriate to the project by the City. This list of measures includes SJVAPCD's Enhanced and Additional control measures in addition to those contained in Regulation VIII. This complete list is recommended because of the project's potential to affect sensitive receptors, the large size of the project site, and the nonattainment status of the project area. ▶ All disturbed areas, including storage piles, which are not being actively used for construction purposes, shall be effectively stabilized of dust emissions using water, chemical stabilizer/suppressant, covered with a tarp or other suitable cover or vegetative ground cover. ▶ All on-site unpaved roads and off-site unpaved access roads shall be effectively stabilized of dust emissions using water or chemical stabilizer/suppressant. ▶ All land clearing, grubbing, scraping, excavation, land leveling, grading, cut and fill, and demolition activities shall be effectively controlled of fugitive dust emissions utilizing application of water or by pre-soaking. ▶ When materials are transported off-site, all material shall be covered, or effectively wetted to limit visible dust emissions, and at least six inches of freeboard space from the top of the container shall be maintained. ▶ All operations shall limit or expeditiously remove the accumulation of mud or dirt from adjacent public streets at the end of each workday. The use of dry rotary brushes is expressly prohibited except where preceded or accompanied by sufficient wetting to limit the visible dust emissions. Use of blower devices is expressly forbidden.	During grading and construction activities for each project	Project applicants	Verify implementation of appropriate fugitive dust control measures on a regular basis	

Oleander, Sundance, and Sundance 2 Development Projects Mitigation Monitoring and Reporting Program Summary Table

Mitigation Number	Mitigation Measure	Timing/ Schedule	Implementation Responsibility	Implementation and Verification	
				Monitoring Action	Date Completed
▲	Following the addition of materials to, or the removal of materials from, the surfaces of outdoor storage piles, piles shall be effectively stabilized of fugitive dust emissions utilizing sufficient water or chemical stabilizer/suppressant.				
▲	Trackout shall be immediately removed when it extends 50 or more feet from the site and at the end of each workday.				
▲	Any site with 150 or more vehicle trips per day shall prevent carryout and trackout.				
▲	On-site vehicle speeds on unpaved roads shall be limited to 15 miles per hour (mph).				
▲	Install sandbags or other erosion control measures to prevent silt runoff to public roadways from adjacent project areas with a slope greater than one percent.				
▲	Suspend excavation and grading activity when winds exceed 20 mph. (Regardless of wind speed, an owner/operator must comply with the 20% opacity limitation specified in Regulation VIII.)				
▲	Limit the area subject to excavation, grading, and other construction activity at any one time.				
▲	Use of alternative fueled or catalyst equipped diesel construction equipment, where reasonable available, such as equipment capable of using biodiesel or emulsified fuel.				
▲	When not in use, on-site equipment shall not be left idling.				
▲	Limit the hours of operation of heavy duty equipment and/or the amount of equipment in use at any one time.				
▲	Replace fossil-fueled equipment with electrically driven equivalents (provided they are not run via a portable generator set).				
▲	Curtail construction during periods of high ambient pollutant concentrations; this may include ceasing of construction activity during the peak-hour of vehicular traffic on adjacent roadways or on Spare the Air Days.				
▲	Before construction contracts are issued, the project applicants shall perform a review of new technology, as it relates to heavy-duty equipment, to determine what (if any) advances in emissions				

Oleander, Sundance, and Sundance 2 Development Projects Mitigation Monitoring and Reporting Program Summary Table

Mitigation Number	Mitigation Measure	Timing/ Schedule	Implementation Responsibility	Implementation and Verification	
				Monitoring Action	Date Completed
	reductions are available for use and are economically feasible. Construction contract and bid specifications shall require contractors to utilize the available and economically feasible technology on an established percentage of the equipment fleet. It is anticipated that in the near future both NO _x and PM ₁₀ control equipment will be available. The SJVAPCD shall be consulted with on this process.				
4.3-2	Incorporate Feasible Emission Control Measures into Project Design and Operation The project applicants shall incorporate feasible emission control measures into the project design and operation as determined appropriate by the City. Such measures may include, but are not limited to, the following items as recommended in the SJVAPCD Guide for Assessing and Mitigating Air Quality Impacts (SJVAPCD 2002) and other sources. It should be noted that many of these measures may already be included in the proposed project design and City development standards; however, they are repeated here to allow a complete listing. ▶ Transit Infrastructure: If transit service is available to the project site, improvements shall be made to encourage residents to use it. Provide transit enhancing infrastructure that includes transit shelters, benches, street lighting, route signs and displays, and/or bus turnouts/bulbs. If transit service is not currently available, but is planned for the future, appropriate easements shall be reserved to provide for future improvements such as bus turnouts, loading areas, and shelters. ▶ VMT Infrastructure: Provide park-and-ride lots and/or satellite telecommuting centers. ▶ Pedestrian Infrastructure: Provide pedestrian enhancing infrastructure that includes sidewalks and pedestrian paths, direct pedestrian connections, street trees to shade sidewalks, pedestrian safety designs/infrastructure, street furniture and artwork, street lighting, and/or pedestrian signalization and signage. Sidewalks and bike paths shall be installed throughout as much of the project as possible and shall be connected to any nearby open space areas, parks, schools, commercial areas, etc.	Before issuance of final maps for each project	Project applicants	Verify emission control measures are incorporated into project design consistent with City standards	

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Mitigation Number	Mitigation Measure	Timing/ Schedule	Implementation Responsibility	Implementation and Verification	
				Monitoring Action	Date Completed
	► Bicycle Infrastructure: Provide bicycle enhancing infrastructure that includes bikeways/paths connecting to a bikeway system, secure bicycle parking, and/or employee lockers and showers. ► Rideshare Operational: Implement carpool/vanpool program such as carpool ride matching for employees, assistance with vanpool formation, provisions of vanpool vehicles, etc. ► Services Operational: Provide on-site shops and services for employees such as cafeteria, bank/ATM, dry cleaners, convenience market, etc. Provide on-site childcare, or contribute to off-site child care services within walking distance. ► Parking Operational: Provide preferential parking for carpool and vanpool vehicles. ► Transit Operational: Provide transit incentives. ► Other Operational: Implement compressed work schedule and home-based telecommuting program. ► Area Source: Natural gas lines and electrical outlets shall be installed into patio areas to encourage the use of gas and/or electric barbeques (residential). Provide low nitrogen oxide (NO_x) emitting and/or high efficiency water heaters (solar, low-emissions, or central water heaters). Use energy efficient design including automated control system for heating/air conditioning and energy-efficient lighting in buildings (residential and commercial). Increase wall and attic insulation beyond Title 24 requirements, and use light colored roof materials to reflect heat (residential and commercial). Orient buildings to take advantage of solar heating and natural cooling and use passive solar designs, and plant deciduous trees on the south and westerly facing sides of buildings (residential and commercial).				
4.3-3	Implement Measures to Reduce Exposure of Sensitive Receptors to TAC Emissions ► The proposed Boys and Girls Club and proposed parks shall be located at the furthest feasible distance from SR 120 or a minimum of 500 feet south of this facility.	Prior to approval of final maps; during construction activities for each project; and before issuance of	Project applicants	Verify the following: ► Location of Boys and Girls Club is a minimum of	

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Mitigation Number	Mitigation Measure	Timing/ Schedule	Implementation Responsibility	Implementation and Verification	
				Monitoring Action	Date Completed
▲	Soundwalls and tiered tree-planting, shall be incorporated along the northern and eastern property lines of the project site to enhance the dispersion of emissions from SR 120.	building permits for commercial land uses		500 feet from SR 120	
▲	Where feasible, the applicant shall locate higher density (i.e., medium and high density) land uses near SR 120, as these land uses would likely have a greater turnover of occupants and would, therefore, reduce long-term exposure to TACs.	associated with the Sundance 2 project		Soundwalls and tiered tree planting is constructed along the northern and eastern property lines	
▲	Proposed facilities that would require the long-term use of diesel equipment and heavy-duty trucks shall develop and implement a plan to reduce emissions, which may include such measures as scheduling such activities when the residential uses are the least occupied, and requiring such equipment to be shut off when not in use and prohibiting heavy-trucks from idling. The plan shall be submitted to and approved by the city before loading dock activities begin. Copies of the plan shall be provided to all residential dwellings located within 1,000 feet of loading dock areas.			Necessary permits to operate have been secured from the SJVAPD	
▲	Proposed commercial land uses that have the potential to emit toxic air emissions shall be located as far away as possible from existing and proposed receptors.			Proposed commercial land uses are sufficiently distant from proposed sensitive receptors	
▲	When determining the exact type of facility that would occupy the proposed commercial space, the project shall take into consideration its toxic producing potential.			Proposed loading docks are equipped with power outlets	
▲	All truck loading and unloading docks shall be equipped with one 110/208 volt power outlet for every two-dock door. Diesel trucks shall be prohibited from idling more than five minutes and must be required to connect to the 110/208 volt power to run any auxiliary equipment. Signage shall be provided.				

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Mitigation Number	Mitigation Measure	Timing/ Schedule	Implementation Responsibility	Implementation and Verification	
				Monitoring Action	Date Completed
Cultural Resources					
4.4-3	Survey Previously Unexamined Areas before the Beginning of Any Project-Related Ground Disturbance and Implement Measures to Protect Archaeological Resources if Discovered during Surveys or Ground-Disturbing Activities Before the beginning of any project construction activity that could affect the previously unsurveyed portions of the project site, qualified archaeologists shall survey all portions of the site that were not examined during intensive surveys for the current effort, including an approximately 30-acre area in the southeastern portion of the project site near the intersection of Peach Avenue and Union Road. The survey shall be conducted during a time when the affected sites can be plowed and disced, so the natural ground surface can be examined for traces of prehistoric and/or historic-era cultural resources. Surveys of these areas would not be necessary if it is determined that they would not be affected by any project construction-related activity, including equipment staging or material stockpiling. A report of the survey results shall be prepared and submitted to the City for review. If the survey reveals the presence of cultural resources on the project site, the procedures outlined below shall be followed. If unrecorded cultural resources (e.g., unusual amounts of shell, animal bone, bottle glass, ceramics, structure/building remains, etc.) are encountered during surveys of the previously unexamined area where ground disturbance is planned or during project-related ground-disturbing activities, all ground-disturbing activities shall be restricted from being conducted within a 100-foot radius of the find. A qualified archaeologist shall identify the materials, determine their possible significance, and formulate appropriate measures for their treatment, which shall be implemented by the project applicants and their contractors. Potential treatment methods for significant and potentially significant resources may include, but would not be limited to, no action (i.e., resources determined not to be significant), avoidance of the resource through changes in construction methods or project design, and implementation of a program of testing and data recovery, in accordance with all applicable	Before issuance of grading permits for the Oleander project and during construction activities for each project	Project applicants; construction contractor(s)	Verify that an archaeological survey is completed for the Oleander project by a qualified archaeologist and (if cultural resources are found on the project site) that protective measures are implemented consistent with the recommendations of the archaeologists' report	

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				Monitoring Action	Date Completed
	federal and state requirements. Implementation of this measure would reduce the potential impacts on cultural resources in previously unsurveyed area to a less-than-significant level.				
4.4-4	Stop Potentially Damaging Work if Human Remains Are Uncovered During Construction, Assess the Significance of the Find, and Pursue Appropriate Management California law recognizes the need to protect interred human remains, particularly Native American burials and associated items of patrimony, from vandalism and inadvertent destruction. The procedures for the treatment of discovered human remains are contained in California Health and Safety Code Sections 7050.5 and 7052 and California Public Resources Code Section 5097. In accordance with the California Health and Safety Code, if human remains are uncovered during ground-disturbing activities, all such activities within a 100-foot radius of the find shall be halted immediately and the project applicants' designated representative shall be notified. The project applicants shall immediately notify the county coroner and a qualified professional archaeologist. The coroner is required to examine all discoveries of human remains within 48 hours of receiving notice of a discovery on private or state lands (Health and Safety Code Section 7050.5(b)). If the coroner determines that the remains are those of a Native American, he or she must contact the Native American Heritage Commission by phone within 24 hours of making that determination (Health and Safety Code Section 7050(c)). The project applicants' responsibilities for acting upon notification of a discovery of Native American human remains are identified in detail in the California Public Resources Code Section 5097.9. CCWD or its appointed representative and the professional archaeologist shall contact the Most Likely Descendent (MLD), as determined by the NAHC, regarding the remains. The MLD, in cooperation with the property owner and the lead agencies shall determine the ultimate disposition of the remains.	During construction activities for each project when remains are discovered	Project applicants; construction contractor(s)	Verify that construction activities cease if human remains are discovered and pursue appropriate management actions to remove and preserve encountered remains	

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Mitigation Number	Mitigation Measure	Timing/ Schedule	Implementation Responsibility	Implementation and Verification	
				Monitoring Action	Date Completed
Hydrology / Water Quality					
4.5-1	Prepare and Implement a Stormwater Pollution Prevention Plan (SWPPP) that Minimizes the Potential Contamination of Surface Waters, and Comply with the Central Valley Regional Water Quality Control Board (RWQCB) Requirements to Protect Water Quality The project applicants shall consult with the Central Valley RWQCB to acquire the appropriate regulatory approvals that may be necessary to obtain the following: ▶ Section 401 water quality certification; ▶ SWRCB statewide NPDES stormwater permit for general construction activity; ▶ Central Valley RWQCB NPDES permit for construction dewatering activity; and ▶ any other necessary site-specific WDRs or waivers under the Porter-Cologne Act. As required under the NPDES stormwater permit for general construction activity, the project applicant shall prepare and submit the appropriate NOIs and prepare the SWPPP and any other necessary engineering plans and specifications for pollution prevention and control. The SWPPP and other appropriate plans shall identify and specify the use of erosion and sediment control BMPs, means of waste disposal, implementation of approved local plans, non-stormwater management controls, permanent post-construction BMPs, and inspection and maintenance responsibilities. The SWPPP shall also specify the pollutants that are likely to be used during construction that could be present in stormwater drainage and non-stormwater discharges. A sampling and monitoring program shall be included in the SWPPP that meets the requirements of SWRCB Order 99-08-DWQ to ensure that the BMPs are effective. Construction techniques shall be identified that would reduce the potential for runoff, and the plan shall identify the erosion and sedimentation control measures to be implemented. The SWPPP shall also specify spill prevention and contingency measures, identify the types of materials used for equipment operation, and identify measures to	Before issuance of grading permits for each project	Project applicants	Verify acquisition of 401 Water Quality Certification, NPDES stormwater permit, NPDES construction dewatering permit, and any other site-specific WDRs	

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Mitigation Number	Mitigation Measure	Timing/ Schedule	Implementation Responsibility	Implementation and Verification	
				Monitoring Action	Date Completed
	prevent or clean up spills of hazardous materials used for equipment operation and hazardous waste. Emergency procedures for responding to spills shall also be identified. BMPs identified in the SWPPP shall be used in all subsequent site development activities. The SWPPP shall identify personnel training requirements and procedures that would be used to ensure that workers are aware of permit requirements and proper installation and performance inspection methods for BMPs specified in the SWPPP. The SWPPP shall also identify the appropriate personnel responsible for supervisory duties related to implementation of the SWPPP. All construction contractors shall retain a copy of the approved SWPPP on the construction site. The project applicants shall also prepare and submit an NOI and acquire authorization for the Central Valley RWQCB NPDES permit for construction dewatering activities that may be necessary for foundation and utility installations within the project site. Under SWRCB Order 99-08-DWQ, as amended, the SWRCB has determined that implementation of a SWPPP, the BMPs identified in the SWPPP, and the monitoring and sampling program required in the SWPPP are considered to meet the water quality requirements of the Porter-Cologne Act, barring a violation identified by the monitoring or sampling procedures.				
4.5-2	Implement BMPs that Minimize the Potential Long-Term Water Quality Effects of Urban Runoff The project applicants shall implement permanent water quality features (BMPs) designed in conformance with standards of the Central Valley RWQCB, the City of Manteca, and SSJID. The project applicants shall implement BMPs such as, but not limited to, the following: a) Post-development peak storm water runoff discharge rates shall not exceed the estimated pre-development rate for developments where the increased peak storm water discharge rate would result in increased potential for downstream erosion. b) If applicable, the following items are required and shall be implemented in the site layout during the subdivision design and approval process, consistent with applicable City of Manteca General	Before issuance of grading permits for each project	Project applicants; construction contractor(s)	Verify BMPs have been incorporated in project design and post-project peak storm water runoff discharge rates do not exceed the estimated pre-project rate	

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				Monitoring Action	Date Completed
	Plan policies: - concentrate or cluster development on portions of a site while leaving the remaining land in a natural undisturbed condition; - limit clearing and grading of native vegetation at a site to the minimum amount needed to build lots, allow access, and provide fire protection; - maximize trees and other vegetation at each site by planting additional vegetation, clustering tree areas, and promoting the use of native and/or drought tolerant plants; - promote natural vegetation by using parking lot islands and other landscaped areas; and - preserve riparian areas and wetlands. c) The project shall be designed to minimize, to the maximum extent practicable, the introduction of pollutants of concern that may result in significant impacts, generated from site runoff of directly connected impervious areas (DCIA), to the storm water conveyance system as approved by the City. Pollutants of concern consist of any pollutants that exhibit one or more of the following characteristics: current loadings or historic deposits of the pollutant are adversely affecting the beneficial uses of a receiving water, elevated levels of the pollutant are found in sediments of a receiving water and/or have the potential to bioaccumulate in organisms therein, or the detectable inputs of the pollutant are at concentrations or loads considered potentially toxic to humans and/or flora and fauna. d) Project plans shall include BMP's consistent with local codes, ordinances, or other regulatory mechanism to decrease the potential of slopes and/or channels from eroding and affecting stormwater runoff: - convey runoff safely from the tops of slopes and stabilize disturbed slopes; - use natural drainage systems to the maximum extent practicable; - stabilize permanent channel crossings; - vegetate slopes with native or drought tolerant vegetation, as appropriate; and				

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	- install energy dissipaters, such as riprap, at the outlets of new storm drains, culverts, conduits, or channels that enter unlined channels in accordance with applicable specifications to minimize erosion, with the approval of all agencies with jurisdiction (e.g., USACE and DFG). e) The project applicants shall provide storm drain system stenciling and signage, where appropriate. Storm drain stencils are highly visible source controls that are typically placed directly adjacent to storm drain inlets. The stencil contains a brief statement that prohibits the dumping of improper materials into the storm water conveyance system. Graphical icons, either illustrating anti-dumping symbols or images of receiving water fauna, are effective supplements to the anti-dumping message. All storm drain inlets and catch basins within the project area shall be stenciled with prohibitive language (e.g., NO DUMPING – DRAINS TO RIVER) and/or graphical icons to discourage illegal dumping. f) Where proposed project plans include outdoor areas for storage of materials that may contribute pollutants to the storm water conveyance system, the following structural or treatment BMPs shall be implemented: - Materials with the potential to contaminate storm water shall be: (1) placed in an enclosure such as, but not limited to, a cabinet, shed, or similar structure that prevents contact with runoff or spillage to the storm water conveyance system; or (2) protected by secondary containment structures such as berms, dikes, or curbs; - The storage area shall be paved and sufficiently impervious to contain leaks and spills; and - The storage area shall have a roof or awning to minimize collection of storm water within the secondary containment area. g) To minimize the off-site transport of pollutants in parking areas, the following design criteria shall be implemented: - reduce impervious land coverage of parking areas, and - infiltrate or treat runoff.				

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Mitigation Number	Mitigation Measure	Timing/ Schedule	Implementation Responsibility	Implementation and Verification	
				Monitoring Action	Date Completed
4.5-3	Implement Mitigation Measure 4.8-4 (Reevaluate City's Stormwater Capacity and Either Secure Will Serve Letter from City or Fully Fund Drain 8 Improvements) to Achieve Adequate Stormwater Capacity The project applicants shall implement Mitigation Measure 4.8-4, which requires the project applicants, in consultation with the City, to determine whether any stormwater capacity is available that could be served by the City's existing facilities. If the City determines that additional capacity is available within the City's existing system, the project applicants shall secure a will serve letter from the City indicating that remaining capacity could serve all or a portion of remaining project demands. If it is determined that additional capacity is not available within the City's system or would only meet a portion of the City's demands, the project applicants shall fully fund the necessary improvements to Drain 8, which include construction of the south drain pump station at SR 120 (between South Airport Way and McKinley Avenue) and pipeline installation from the project site to the pump station (along East Woodward Avenue). These improvements would upgrade the City's stormwater system and would provide adequate stormwater capacity for full buildout of the proposed project.	Before issuance of grading permits for each project	Project applicants	Verify that the City Public Works Department has confirmed that adequate stormwater capacity is available to serve the project	
Noise					
4.6-2	Implement Measures to Control Stationary- and Area-Source Noise Levels a) The project applicants shall ensure implementation of the following mitigation measures in the design and operation of the proposed project to reduce exposure of nearby existing off-site sensitive receptors to noise levels that exceed the City's standards for non-transportation noise sources. Mitigation measures shall include, but are not limited to, the following: - locate mechanical equipment (e.g., air conditioning and ventilation systems, pump stations) at the farthest distance from and/or shielded from nearby residences; and - limit noise-generating operational activities associated with the proposed commercial land uses, including truck deliveries and	Before issuance of building permits for each project	Project applicants; construction contractor(s)	Verify that exposure of sensitive receptors to noise sources has been reduced in project design consistent with City standards; and verify that proposed landscaping contracts adhere to prescribed	

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	the loading and unloading of materials, to the less noise-sensitive hours of the day (7:00 a.m. to 7:00 p.m.). b) The following measures shall apply to noise-generating activities associated with the project's proposed recreational land uses, including neighborhood parks and open space areas: - On-site landscape maintenance equipment shall be equipped with properly operating exhaust mufflers and engine shrouds, in accordance with manufacturers' specifications. - The operation of on-site landscape maintenance equipment shall be limited to the least noise-sensitive daytime hours of 7 a.m. to 7 p.m. - Outdoor use of amplified sound systems shall be limited to the least noise-sensitive daytime hours of 7 a.m. to 7 p.m. - Use of on-site outdoor recreational facilities shall conform to City regulations.			operation limitations	
4.6-4	Implement Measures to Ensure Compatibility of the Proposed Land Uses with Projected On-site Noise Levels a) The project applicants shall implement Mitigation Measures 4.6-2(a) and (b). b) The project applicants shall also implement the following measures: - use increased noise-attenuation measures in building construction (e.g., dual-pane, sound-rated windows; mechanical air systems; exterior wall insulation); - a noise study to determine the necessary height for the sound wall shall be prepared and submitted to the City before final improvement plans are submitted; - sound barriers shall be constructed to protect noise-sensitive land uses proposed on the site from exterior noise levels generated by surface transportation noise sources. Locations for sound barriers shall include the project site's north boundary along SR 120 and the project's east boundary along Union Road. According to the City of Manteca's General Plan Noise Element, Policy N-P-11 as discussed in the Regulatory Setting (Section 4.6.2), for	Before issuance of building permits for each project	Project applicants	Verify that project applicants have demonstrated that the height of sound walls would achieve City noise standards for on-site land uses; and verify that standard lease agreements and property title agreements acknowledge the City's Right-to-Farm Ordinance noise exemptions	

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	residential development backing onto a freeway, the developer shall be required to build a sound barrier wall, and provide for other appropriate mitigation measures to satisfy the performance standards in Table 4.6-4 (in the Draft EIR). Sound barriers may consist of an earthen berm and/or sound wall of sufficient density and shall be designed according to the design parameters established by the Caltrans' Traffic Noise Protocol (Caltrans 1998). All outdoor human-made noise barriers shall have an aesthetically pleasing appearance and blend well with the color and character of surrounding homes or other facilities. Final design and specifications for the proposed noise barrier shall be developed in consultation with an acoustical engineer. in accordance with the City of Manteca Health and Safety Code 8.24 Right to Farm, all real estate transactions or lease agreements for on-site proposed residential land uses shall disclose the presence of agricultural operations on adjacent parcels, which could result in nuisance associated with noise levels in excess of applicable standards. Lawful and proper agricultural operations are exempt from these standards.				
Transportation and Circulation					
4.7-1	Pay Fair Share Cost for the Installation of Traffic Signals at Four Intersections and Intersection Approach Widening The installation of a traffic signal at the following intersections has been identified as needed in the peak-hour signal warrant analysis: - Airport Way and SR 120 westbound ramps intersection, - Airport Way and SR 120 eastbound ramps intersection, - Union Road and SR 120 westbound ramps intersection, and - Union Road and SR 120 eastbound ramps intersection. Because these intersections currently warrant the installation of a signal, the project applicants shall pay their fair share of the cost for installation of these four traffic signals. These signals shall be installed on or before issuance of the 300th building permit. The project applicants may be referred to fund and install these signals at their expense and would be	Before issuance of the cumulative 250 th building permit for all three projects	Project applicants	Verify payment of fair-share fees for this improvement to the City of Manteca prior to issuance of the 250 th building permit for any project at the site; and verify that the signals are installed prior to the issuance of	

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	reimbursed monies in excess of their fair share portions once monies are collected from surrounding developments. The implementation of this measure would improve operation of these intersections to LOS B or C. The total dollar amount shall be determined in consultation with the City when final project approvals are sought. Payment for improvements will occur as part of the collection of PPIP fees at the issuance of building permits. These four intersections would be widened to provide additional width to accommodate turn pockets. The westbound intersection off-ramps at Airport Way and Union Road would widen the approaches to provide separate left-turn pockets to accommodate the additional project-generated traffic. The eastbound intersection off-ramps at Airport Way and Union Road would widen the approaches to provide separate right-turn pockets to accommodate the additional project-generated traffic. These improvements may require widening of the off-ramps to accommodate the additional lanes. Funding for these improvements would be from the traffic impact fees paid by the applicant. The project applicants shall coordinate with Caltrans and the City of Manteca to implement these mitigation measures.			the cumulative 300 th building permit for all three projects
4.7-3	Implement Measures to Reduce Project Impacts to Freeway Operations (a) The project applicants shall implement Mitigation Measure 4.7-1, which requires the project applicants to pay their fair share of the cost for installing a new traffic signal at: ▶ Airport Way and SR 120 westbound ramps intersection, ▶ Airport Way and SR 120 eastbound ramps intersection, ▶ Union Road and SR 120 westbound ramps intersection, and ▶ Union Road and SR 120 eastbound ramps intersection. (b) The project applicants shall coordinate with Caltrans to investigate the feasibility of future ramp metering, high occupancy vehicle lanes, and auxiliary lanes in the Traffic Operations Reports that are being prepared for the SR 120/Airport Way and SR 120/Union Road interchanges. The project applicants shall pay their fair share of the cost for installation of the four traffic signals identified above. These signals shall be installed	For (a) and (b), Developer's fair share fees shall be paid at issuance of each building permit for any project, except for the Airport Way and Highway 120 eastbound ramps intersection, which shall be paid in full, before issuance of the cumulative 300 th building permit for	Project applicants	Verify payment of fair-share fees for this improvement to the City of Manteca prior to issuance of the 250th building permit for any project at the site; and verify that the signals are installed prior to the issuance of the cumulative 300 th building

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Mitigation Number	Mitigation Measure	Timing/ Schedule	Implementation Responsibility	Implementation and Verification	
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	on or before issuance of the 300th building permit. The project applicants may be referred to fund and install these signals at their expense and would be reimbursed monies in excess of their fair share portions once monies are collected from surrounding developments. The total dollar amount shall be determined in consultation with the City when final project approvals are sought. Payment for improvements will occur as part of the collection of PFTP fees at the issuance of building permits. The widening of SR 120 from four to six lanes would improve operating conditions of this freeway segment and is identified by the SJCOG Regional Transportation Plan as a Tier 1 improvement; however, this improvement is not currently funded for design or construction. In addition, the SJCOG does not have any funding mechanisms established to collect monies for this improvement. While this improvement would improve operations of this mainline segment to acceptable levels and would reduce the project's impact to a less-than-significant level, it is unknown when this improvement would be implemented. Further, this improvement is not subject to the control of the City or the project applicants and its implementation cannot be guaranteed. Therefore, for purposes of this CEQA analysis, this impact would be significant and unavoidable.	all three projects.		permit for all three projects	
4.7-4(a)	Provide Turn/Through Lanes at Two Intersections The project applicants shall provide the following on the eastbound approach of the Airport Way and SR 120 intersection: ▶ a shared left-turn/through lane, and ▶ a separate right-turn lane. Implementation of this measure would maintain operation of this intersection at LOS D. This improvement has been identified in the City's PFTP, for which monies are being collected to implement this improvement. The project applicants shall provide the following on the southbound approach of the intersection of Union Road and Woodward Avenue: ▶ a separate left-turn lane, and ▶ a shared right-turn/through lane. Implementation of this measure would improve operation of this	Developer's fair share fees shall be paid at issuance of each building permit for any project, except for the Airport Way and Highway 120 eastbound ramps intersection, which shall be paid in full, before issuance of the cumulative 300th building permit for	Project applicants; City	Verify payment of fair-share fees for this improvement to the City prior to issuance of the 250th building permit for any project at the site; and verify that the signals are installed prior to the issuance of the cumulative 300 th building	

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	intersection to LOS C. This improvement has been identified in the City's PFIP, for which monies are being collected to implement this improvement. These improvements shall be constructed on or before issuance of the 300th building permit.	all three projects.		permit for all three projects	
4.7-4(b)	Pay Fair Share Cost for the Widening of Airport Way and Union Road The widening of Airport Way and Union Road has been identified as needed by the City's General Plan. The project applicants shall pay their fair share of the cost for widening Airport Way and Union Road, as follows: ▶ Airport Way north of SR 120, widen from 2 to 4 lanes; ▶ Airport Way south of SR 120, widen from 2 to 4 lanes; ▶ Union Road north of SR 120, widen from 2 to 4 lanes; and ▶ Union Road south of SR 120, widen from 2 to 6 lanes. These improvements have been identified in the City's PFIP, for which monies are being collected. The project applicants shall coordinate with the City as to timing of implementation of this mitigation measure. Implementation of this measure would improve cumulative operations of these roadways to LOS C and LOS D. The total dollar amount shall be determined in consultation with the City when final project approvals are sought. Payment for improvements will occur as part of the collection of PFIP fees at the issuance of building permits.	Before issuance of the building permits for any project	Project applicants	Verify payment of fair-share fees to City of Manteca prior to issuance of each building permit for any project	
4.7-5	Prepare and Implement a Construction Traffic Control Plan Before the issuance of any grading permits, the project applicants shall prepare a construction traffic control plan that shall be applied to all construction activities associated with the project. The plan shall include, at a minimum, the following conditions: ▶ Local roadways shall be jointly monitored by the City and project applicants every six months to determine whether project-related construction traffic is degrading roadway conditions. Roadways with potential to be damaged by construction traffic and included in the monitoring effort shall be agreed to by the City and the project applicants. ▶ All degradation of pavement conditions because of project-related construction traffic shall be fully repaired by the project applicants to	Before issuance of the 1 st grading permit for each project	Project applicants	Verify preparation of construction traffic plan that covers each project phase	

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Mitigation Number	Mitigation Measure	Timing/ Schedule	Implementation Responsibility	Implementation and Verification	
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	the satisfaction of the City of Manteca, based on maintaining at least pre-construction conditions. Procedures shall be provided for any road closures and movement of large construction vehicles such as cranes and dump trucks. Plans shall be provided for lane closures, including times (e.g., limit closures to between 9:00 AM and 4:00 PM).				
4.7-6(a)	Modify the Woodward Avenue and Oleander Avenue Intersection The project applicants shall modify the Woodward Avenue and Oleander Avenue intersection to operate as an all-way stop controlled intersection and provide a left-turn pocket.	Before issuance of 1 st building permit for each project	Project applicants	Verify construction of left-turn pocket	
4.7-6(b)	Design Vehicular, Pedestrian, and Bicycle Access that Meets the City's Standards The project applicants shall submit tentative maps to the City that demonstrate proposed vehicular, pedestrian, and bicycle access on the project site and between the project site and existing development to the north and west that would meet the City of Manteca General Plan, 2003 Bicycle Master Plan, and project standards.	Before issuance of building permits for each project	Project applicants	Verify the design of vehicular, pedestrian, and bicycle access to the project site conforms to city standards	
4.7-7	Prepare and Submit for City Approval a Construction Management Plan Prior to the issuance of grading permits, the project applicants shall prepare a Construction Management Plan and submit the plan to the City of Manteca Public Works Department for review and approval. The Construction Management Plan shall identify the timing of construction and the timing of elements that would result in the full or partial blockage of local roadways. The plan shall specify the measures that would be implemented to minimize traffic-related impacts, including construction parking during construction, which shall be limited to on-site areas or facilities designated for parking uses (e.g., parking garage). These measures could include, but are not limited to the following: use of signage notifying travelers that they are entering a construction zone; and use of cones, flaggers, and guide-vehicles to direct traffic through the construction zone. All roadway damage(s) as a result of construction shall be repaired in similar fashion as stated in the mitigation for monitoring efforts. A copy of the plan shall be submitted to local emergency response agencies and these	Before issuance of grading permits for each project	Project applicants	Verify preparation and submittal of Construction Management Plan; and Verify Construction Management Plan submitted to local emergency response agencies	

Oleander, Sundance, and Sundance 2 Development Projects Mitigation Monitoring and Reporting Program Summary Table					
Mitigation Number	Mitigation Measure	Timing/ Schedule	Implementation Responsibility	Implementation and Verification	
				Monitoring Action	Date Completed
	agencies shall be notified at least 14 days before the commencement of construction that would partially or fully obstruct local roadways.				
4.7-8	Coordinate with the City Regarding Required Number of Parking Spaces and Design Parking Areas in Accordance with City Standards At the time improvement plans are submitted to the City for the commercial site, the project applicants shall coordinate with the City of Manteca to identify the required number of parking spaces to be provided at the proposed commercial site. The project applicants shall design the commercial site to provide the appropriate number of spaces and shall design the commercial parking areas in accordance with the City's zoning code, including stall size, aisle size, and access driveways.	Before approval of tentative maps for the commercial site associated with the Sundance 2 project	Project applicants	Verify parking design conforms to city standards	
4.7-10	Coordinate with the City to Ensure the Provision of Bus Transportation Services The project applicants shall coordinate with the City to ensure that bus transportation services are provided to the project in accordance with City standards. Because it cannot be guaranteed at this time that appropriate bus services would be provided to the proposed project site, this impact would remain significant and unavoidable.	Before project buildout of the three projects	Project applicants	Verify that bus services are planned for the proposed projects and conform to City standards	
Utilities and Service Systems					
4.8-3	Install Wastewater Conveyance Improvements to Ensure Adequate Wastewater Conveyance Capacity for the Project The project applicants shall fully fund and install a pump station and a new force main to convey wastewater to the proposed Tara Park pump station (to be located at Woodward Avenue and McKinley Avenue). Installation of these improvements would provide adequate wastewater conveyance capacity for the proposed project. Construction of these improvements would occur on the project site and would also extend east along Woodward Avenue to the proposed Tara Park pump station (at McKinley Avenue).	Before issuance of the 1 st building permit for any project	Project applicants	Verify pump station and force main are constructed	

Oleander, Sundance, and Sundance 2 Development Projects Mitigation Monitoring and Reporting Program Summary Table

Mitigation Number	Mitigation Measure	Timing/ Schedule	Implementation Responsibility	Implementation and Verification	
				Monitoring Action	Date Completed
4.8-4	Reevaluate City's Stormwater Capacity and Either Secure Will Serve Letter from City or Fully Fund Drain 8 Improvements a) The project applicants, in consultation with the City, shall determine whether any stormwater capacity is available on or before 80% buildout of the 541 units [344 for Sundance; 197 units for Oleander] that could be served by the City's existing facilities. If the City determines that additional capacity is available within the City's existing system (i.e., if buildout of other development does not occur as anticipated), the project applicants shall secure a will serve letter from the City indicating that remaining capacity could serve all or a portion of remaining project demands (i.e., demands from 533 units). If sufficient capacity is available to meet total buildout demands, no further mitigation would be required. b) If it is determined that additional capacity is not available within the City's system or would only meet a portion of the City's demands, the project applicants shall fully fund the necessary improvements to Drain 8, which include construction of the south drain pump station at SR 120 (between South Airport Way and McKinley Avenue) and pipeline installation from the project site to the pump station (along East Woodward Avenue). These improvements would upgrade the City's stormwater system and would provide adequate stormwater capacity for full buildout of the proposed project. Construction of these improvements would occur on the project site and would also extend east along Woodward Avenue (pipeline) and at SR 120 between South Airport Way and McKinley Avenue (pump station).	Before issuance of a cumulative total of 541 grading permits for the three projects	Project applicants	Verify that adequate stormwater capacity is available, or confirm that adequate facilities have been constructed to serve the project	
Biological Resources					
4.9-2	Comply with SJMSCP Requirements for Special-status Plant Species The project applicants shall request coverage under the SJMSCP and fees shall be paid in the amount determined by SJCOG during the application and review process for the project. SJCOG may also determine, based on an independent review by a qualified biologist, that the following mitigation shall be implemented to reduce impacts to special-status plants: a) Before project construction, surveys for the special-status plants	Before issuance of grading permits for each project	Project applicants	Verify payment of fees to SJCOG and completion of pre-construction surveys for each project	

Oleander, Sundance, and Sundance 2 Development Projects Mitigation Monitoring and Reporting Program Summary Table

Mitigation Number	Mitigation Measure	Timing/ Schedule	Implementation Responsibility	Implementation and Verification	
				Monitoring Action	Date Completed
	listed in Table 4.9-1 shall be conducted by a qualified botanist at the appropriate time of year when the target species would be in flower or otherwise clearly identifiable. Surveys shall be conducted in accordance with specific methodologies described in Section 5.2.2.5 of the SJMSCP. If special-status plants are found, the following measures shall be implemented: ▶ Sanford's arrowhead and slough thistle: The SJMSCP requires complete avoidance for these species; therefore, potential impacts on these species could not be covered through participation in the plan. If these species are present in the project area and cannot be avoided, a mitigation plan shall be developed, with review and input from the regulatory agencies (e.g., DFG). The mitigation plan shall identify mitigation measures for any populations affected by the project, such as creation of off-site populations through seed collection or transplanting, preserving and enhancing existing populations, or restoring or creating suitable habitat in sufficient quantities to compensate for the impact. All mitigation measures that the City determines through this consultation to be necessary shall be implemented by the project proponent. These measures shall be designed to ensure that the project does not result in a net reduction in the population size or range of Sanford's arrowhead and slough thistle. ▶ Rose mallow and Delta tule pea: These species are considered widely distributed species by the SJMSCP, and dedication of conservation easements is the preferred option for mitigation. If these species are found in the project area, the possibility of establishing a conservation easement shall be evaluated. If dedication of a conservation easement is not a feasible option, payment of SJMSCP development fees may be used to mitigate impacts on these species. Use of conservation easements or development fees for establishment of habitat preserves, or a combination of the two mechanisms, shall be sufficient to avoid an overall net reduction in the population size or range of rose-mallow and Delta tule pea.				

Oleander, Sundance, and Sundance 2 Development Projects Mitigation Monitoring and Reporting Program Summary Table				
Mitigation Number	Mitigation Measure	Timing/ Schedule	Implementation Responsibility	Implementation and Verification Monitoring Action Date Completed
	► Wright's trichocoris: This species is considered narrowly distributed by the SJMSCP, and dedication of conservation easements is the preferred option for mitigation. If this species is found in the project area, the possibility of establishing a conservation easement shall be evaluated. If dedication of a conservation easement is not an option, the SJMSCP requires consultation with the permitting agency representatives on the Technical Advisory Committee to determine the appropriate mitigation measures. These may include seed collection or other measures and would be determined on a population basis, taking into account the species type, relative health, and abundance. After the appropriate mitigation has been determined, it shall be implemented by the project applicants.			
4.9-3	Comply with SJMSCP Requirements for Special-status Wildlife Species The project applicants shall request coverage under the SJMSCP and fees shall be paid in the amount determined by SJCOG during the application and review process for the project. SJCOG may also determine, based on independent review by a qualified biologist, that the following mitigation shall be implemented to reduce impacts to Swainson's hawk, burrowing owl, white-tailed kite, and northern harrier: Swainson's Hawk a) If the project applicants elect to remove nest trees, then nest trees shall be removed between September 1 and February 15, when the nests are unoccupied. b) If the project applicants elect to retain a tree with an active nest or a nest becomes established in a suitable nest tree during the construction period, a setback shall be established that excludes all construction activities within a distance of two times the dripline of the tree, measured from the nest. This setback shall be maintained during the nesting season for the period encompassing nest building and continuing until fledglings leave the nest. Setbacks shall be marked by brightly colored temporary fencing or other obvious markers.	Before issuance of grading permits for each project	Project applicants	Verify payment of fees to SJCOG and required setbacks are established before grading activities commence

Oleander, Sundance, and Sundance 2 Development Projects Mitigation Monitoring and Reporting Program Summary Table

Mitigation Number	Mitigation Measure	Timing/ Schedule	Implementation Responsibility	Implementation and Verification	
				Monitoring Action	Date Completed
	Burrowing Owl a) Burrowing owl may be discouraged from entering or occupying construction areas by discouraging the presence of ground squirrel. To accomplish this, the project applicants could prevent ground squirrel from occupying the project site by employing one of several methods outlined in Section 5.2.4.15 of the SJMSCP. These include retention of tall vegetation, regular discing of the site, or use of chemicals or traps to kill ground squirrel. b) Preconstruction surveys for burrowing owls shall be conducted within 75 meters of areas of project activity in locations with potential burrow habitat, including field edges, roadsides, levees, and fallow fields. Actively farmed agricultural fields and regularly disced or graded fields do not provide suitable burrow sites and need not be surveyed. The survey shall be conducted within 1 week before the beginning of construction. If burrowing owls are found, the following measures shall be implemented: ▶ During the nonbreeding season (September 1 through January 31), burrowing owls occupying the project site shall be evicted from the project site by passive relocation as described in the DFG's Staff Report on Burrowing Owls (California Department of Fish and Game 1995). ▶ During the breeding season (February 1 through August 31), occupied burrows shall not be disturbed and shall be provided with a 75-meter protective buffer until and unless the Technical Advisory Committee, with the concurrence of the permitting agencies' representatives on the Technical Advisory Committee, or a qualified biologist approved by the permitting agencies, verifies through noninvasive means that either (1) the birds have not begun egg laying or (2) juveniles from the occupied burrows are foraging independently and are capable of independent survival. After the fledglings are capable of independent survival, the burrow can be destroyed.				
	White-tailed Kite Preconstruction surveys shall investigate all potential nesting trees on the project site (e.g., especially tree tops 15-59 feet above the ground in oak,				

Oleander, Sundance, and Sundance 2 Development Projects Mitigation Monitoring and Reporting Program Summary Table

Mitigation Number	Mitigation Measure	Timing/ Schedule	Implementation Responsibility	Implementation and Verification	
				Monitoring Action	Date Completed
	willow, eucalyptus, cottonwood, or other deciduous trees), during the nesting season (February 15 to September 15), whenever white-tailed kite is noted on-site or within the vicinity of the project site during the nesting season. A setback of 500 feet from nesting areas shall be established and maintained during the nesting season for the period encompassing nest building and continuing until fledglings leave nests. Northern Harrier A setback of 500 feet from nesting areas shall be established and maintained during the nesting season for the period encompassing nest building and continuing until fledglings leave nests. This setback shall apply whenever construction or other ground-disturbing activities must begin during the nesting season in the presence of nests which are known to be occupied. Setbacks shall be marked by brightly colored temporary fencing.				
4.9-4	Conduct Preconstruction Surveys, Establish Buffers, and Monitor, as Required, to Reduce/Avoid Impacts to Other Nesting Raptors Common raptors are not covered by the SJMSCP. Therefore, the following mitigation measures shall be implemented to reduce impacts to these species: a) If project activity would commence during the raptor nesting season (February 15 to September 15), preconstruction surveys shall be conducted in areas of suitable nesting habitat within 500 feet of project activity. Surveys shall be conducted within 14 days prior to commencement of project activity. If no active nests are found, no further mitigation shall be required. b) If active nests are found, impacts shall be avoided by establishment of appropriate buffers. No project activity shall commence within the buffer area until a qualified biologist confirms that the nest is no longer active. DFG guidelines recommend implementation of 500-foot buffers, but the size of the buffer may be adjusted if a qualified biologist determines that the project activity would not be likely to adversely affect the nest. Monitoring of the nest by a qualified biologist may be required if the activity has potential to adversely affect the nest.	Before issuance of grading permits for each project	Project applicants	Verify payment of fees to SJCOG, completion of pre-construction surveys, and establishment of required setbacks	

Oleander, Sundance, and Sundance 2 Development Projects Mitigation Monitoring and Reporting Program Summary Table

Mitigation Number	Mitigation Measure	Timing/ Schedule	Implementation Responsibility	Implementation and Verification	
				Monitoring Action	Date Completed
4.9-5	Conduct a Tree Survey and Implement Measures to Reduce/Avoid Impacts on Protected and Heritage Trees - Before project implementation, a tree survey shall be conducted by an arborist certified by the International Society of Arboriculture (ISA) to enumerate and evaluate all trees on the site that meet the standards in the City Code. - All trees that meet the following criteria shall be avoided and protected during all construction activity: - native oak trees with a trunk at least 6 inches in diameter at a height of 4.5 feet above the ground; and - heritage trees (all trees with a trunk diameter of 30 inches at a height of 2 feet above the ground). - Trees that are subject to protection, but must be removed as a result of project implementation, shall be replaced with in-kind species in accordance with tree planting specifications established by the City tree ordinance. Native oak trees shall be replaced at a ratio of 3 to 1 and heritage trees shall be replaced at a ratio of 5 to 1. - Replacement tree plantings shall be monitored for 3 years in accordance with monitoring protocols set forth in the City tree ordinance. - If monitoring indicates that replacement plantings are not meeting performance standards, remedial measures shall be implemented. Appropriate measures shall be determined in coordination with the City.	Before issuance of grading permits for each project	Project applicants	Verify completion of site-specific tree survey and preparation of tree mitigation plan (if necessary)	
4.9-6	Complete a Wetland Delineation, Obtain USACE Verification, and Acquire the Necessary Permits to Reduce/Avoid Impacts on Sensitive Natural Habitats - A delineation of waters of the United States, including wetlands that would be affected by the project, shall be made by qualified biologists through the formal Section 404 wetland delineation process. The delineation shall be submitted to and verified by USACE. - Prior to any on-site grading, a temporary buffer (construction fencing or similar material) of at least 50 feet shall be established around the on-site irrigation ditches, which are potentially subject to USACE jurisdiction, to protect the ditches from potential conversion and/or	Before issuance of grading permits for the on-site wetland feature	Project applicants	Verify completion of site-specific delineation of waters of the United States and acquisition of required permits from the USACE	

Oleander, Sundance, and Sundance 2 Development Projects Mitigation Monitoring and Reporting Program Summary Table

Mitigation Number	Mitigation Measure	Timing/ Schedule	Implementation Responsibility	Implementation and Verification	
				Monitoring Action	Date Completed
	fill of waters of the United States and potential disturbance or removal of freshwater marsh habitat. 3) The applicant shall avoid any fill of the irrigation ditches on site until either: a) the USACE verifies the ditches are non-jurisdictional; or b) the USACE issues a permit to fill the ditches. 4) If, based on the verified delineation, it is determined that fill of waters of the United States would result from project implementation, authorization for such fill shall be secured from USACE through the Section 404 permitting process. 5) The project applicants shall also consult with DFG to determine whether a Section 1602 Streambed Alteration Agreement may be required for alteration of irrigation ditches and impacts to freshwater marsh habitat. 6) The acreage of waters of the United States and freshwater marsh habitat that would be removed shall be replaced or restored/enhanced on a "no net loss" basis in accordance with USACE and DFG regulations and Development Title 9-1505. Habitat restoration, enhancement, and/or replacement shall be at a location and by methods agreeable to USACE and DFG, as determined during the permitting processes for CWA Section 404 and California Fish and Game Code Section 1602.				
Other Mitigation Measures Identified in the Initial Study					
Aesthetics					
VISUAL 1	Submit a Detailed Lighting Plan The project applicants shall submit a detailed lighting plan, in conformance with City of Manteca standards, to minimize the encroachment of project-related lighting to the maximum degree feasible to adjacent areas before project approval. The lighting plan shall specify protective measures such as down- and side-shielding, and/or the use of directional lighting. Other features such as low-sodium filaments may also be incorporated into the lighting plan to minimize the encroachment of glare on off-site areas.	Before issuance of building permits for each project	Project applicants	Verify lighting plans conform to City standards	

Oleander, Sundance, and Sundance 2 Development Projects Mitigation Monitoring and Reporting Program Summary Table

Mitigation Number	Mitigation Measure	Timing/ Schedule	Implementation Responsibility	Implementation and Verification	
				Monitoring Action	Date Completed
Geology and Soils					
GEO 1	Adhere to the Recommendations in the Geotechnical Services Reports The project applicants and construction contractors shall adhere to the recommendations provided in the geotechnical reports that were prepared for the proposed project to minimize or avoid damage from liquefaction. Possible measures would include, but shall not be limited to, over-excavating and recompacting the area with engineered fill or in-place soil densification. In-place soil densification measures could include deep dynamic compaction, compaction grouting, vibro-compaction, and the use of nonliquefiable caps.	During construction activities	Project applicants; construction contractor(s)	Verify project adheres to geotechnical recommendations	
GEO 2	Develop and Implement an Erosion Control Plan The project applicants shall develop and implement an Erosion Control Plan. A grading and erosion control plan shall be prepared by a California registered civil engineer and submitted to the Manteca Department of Public Works for all new development. The plan shall be consistent with the CBC grading requirements and shall include the site-specific grading proposed for the new development. The project applicants shall ensure that the construction contractor is responsible for securing a source of transportation and deposition of excavated materials.	Before issuance of grading permits for each project and during construction activities	Project applicants; construction contractor(s)	Verify preparation of grading and erosion control plan for each project	
GEO 3	Implement Best Management Practices To ensure that soils do not directly or indirectly discharge sediments into surface waters as a result of construction activities, water quality protection measures shall be implemented by the project applicants/construction contractor during construction. The mitigation measures shall be in accordance with Central Valley Regional Water Quality Control Board (Central Valley RWQCB) regulations regulating control of stormwater discharges under the National Pollutant Discharge Elimination System (NPDES) program which requires the applicant to: File a Notice of Intent (NOI) to discharge stormwater with the Central Valley RWQCB;	Before issuance of grading permits for each project and during construction activities	Project applicants; construction contractor(s)	Verify filing of Notice of Intent to the Central Valley RWQCB; verify preparation of Storm Water Pollution Prevention Plan	

Oleander, Sundance, and Sundance 2 Development Projects Mitigation Monitoring and Reporting Program Summary Table

Mitigation Number	Mitigation Measure	Timing/ Schedule	Implementation Responsibility	Implementation and Verification	
				Monitoring Action	Date Completed
	▶ Prepare a Storm Water Pollution Prevention Plan (SWPPP) that identifies best management practices (BMPs) that would be employed to prevent or minimize the discharge of sediments and other contaminants with the potential to affect beneficial uses or lead to violation of water-quality objectives; ▶ Complete a self-implemented annual monitoring program and prepare a report on BMP performance; and ▶ BMPs shall include dust control measures such as wetting the top layer of exposed soils and covering soil stockpiles, as necessary.				
Hazards and Hazardous Materials					
HAZARD 1	Prepare a Site Health and Safety Plan To avoid health risks to construction workers, the contractor shall prepare a site health and safety plan. This plan will outline measures that shall be employed to protect construction workers and the public from exposure to hazardous materials during demolition and construction activities. These measures could include, but would not be limited to posting notices, limiting access to the site, air monitoring, watering, and installation of wind fences. Development contractors shall be required to comply with state health and safety standards for all demolition work. If necessary, this shall include compliance with federal Occupational Health and Safety Administration and Cal-OSHA requirements regarding exposure to asbestos and lead-based paint.	Before issuance of grading permits for each project	Project applicants; construction contractor(s)	Verify preparation of site-specific Health and Safety Plan	
HAZARD 2	Sample and Test On-site Soils and Groundwater Before demolition of any structures associated with past and current farming operations (e.g., buildings, USTs, ASTs, tanks, etc.), the project applicants shall investigate the extent to which soil and/or groundwater has been contaminated from these past operations. This investigation shall follow the ESAs and/or other appropriate testing guidelines and shall include, as necessary, analysis of soil and/or groundwater samples taken at or near the potential contamination sites. If the results indicate that contamination exists at levels above regulatory action standards, then the San Joaquin County Department of Environmental Health (SJDEH) shall be notified and the site shall be remediated in accordance with recommendations made by	Before issuance of grading permits for each project	Project applicants; construction contractor(s)	Verify preparation of a site remediation plan, if necessary	

Oleander, Sundance, and Sundance 2 Development Projects Mitigation Monitoring and Reporting Program Summary Table

Mitigation Number	Mitigation Measure	Timing/ Schedule	Implementation Responsibility	Implementation and Verification	
				Monitoring Action	Date Completed
	appropriate federal, state, or local regulatory agencies. The agencies involved would depend on the type and extent of contamination. Remediation activities could include, but would not be limited to, the excavation of contaminated soil areas and hauling of contaminated soil materials to an appropriate off-site disposal facility, mixing of on-site soils, and capping (i.e., paving or sealing) of contaminated areas.				
HAZARD 3	Prepare a Site Plan that Identifies Remediation Activities The project contractors shall prepare a site plan that identifies any necessary remediation activities appropriate for proposed land uses, including excavation and removal of on-site contaminated soils, and redistribution of clean fill material on the project site. The plan shall include measures that ensure the safe transport, use, and disposal of contaminated soil and building debris removed from the site. In the event that contaminated groundwater is encountered during site excavation activities, the contractor shall report the contamination to the appropriate regulatory agencies, dewater the excavated area, and treat the contaminated groundwater to remove contaminants before discharge in the sanitary sewer system. The development contractors shall be required to comply with the plan and applicable local, state, and federal laws and the requirements of the City of Manteca for dewatering discharge. The plan shall outline measures for specific handling and reporting procedures for hazardous materials, and disposal of hazardous materials removed from the site at an appropriate off-site disposal facility. In addition, the following measures shall apply to construction activities as appropriate. 1) The SJCDEH shall be notified if evidence of previously undiscovered soil or groundwater contamination (e.g., stained soil and odorous groundwater) is encountered during excavation. Any contaminated areas shall be remediated in accordance with recommendations made by appropriate federal, state, or local regulatory agencies as generally described above. 2) Before demolition of any on-site structures, the project applicants shall hire a qualified consultant to investigate whether any of these structures contain asbestos-containing materials and lead that could become friable	Before issuance of grading permits for each project	Project applicants; construction contractor(s)	Verify preparation of a remediation site plan	

Oleander, Sundance, and Sundance 2 Development Projects Mitigation Monitoring and Reporting Program Summary Table

Mitigation Number	Mitigation Measure	Timing/ Schedule	Implementation Responsibility	Implementation and Verification	
				Monitoring Action	Date Completed
	or mobile during demolition activities. If found, the asbestos-containing materials and lead shall be removed by an accredited inspector in accordance with EPA and Cal-OSHA standards. In addition, all activities (construction or demolition) in the vicinity of these materials shall comply with Cal-OSHA asbestos and lead worker construction standards. The asbestos-containing materials and lead shall be disposed of properly at an appropriate off-site disposal facility.				
Public Services					
PUB-1	Provide School Impact Fees As required by state law, the project applicants shall pay the state-mandated school impact fees to the appropriate school districts to fund the project's fair share of impacts to school facilities. For MUSD, developer impact fees would be \$2.24 per square foot for residential development because the proposed project would be located in a Mello Roos district. Payment of these fees is deemed full and complete mitigation (see Government Code Section 65996).	Before issuance of building permits for each project	Project applicants	Verify payment of fees to appropriate school districts	
Recreation					
REC 1	Provide Park Acquisition and Improvement Fee The project applicants shall comply with Policy PF-P-53 of the General Plan, which requires the payment of a park acquisition and improvement fee to fund system-wide improvements. Appropriate fees for the project will be determined by the City. The Project Applicants shall comply with Policy PFP 53 of the General Plan by the payment of the Park Acquisition and Improvement Fee set forth as Number 10 in Exhibit "F" to the Sundance Development Agreement and Exhibit "E" to the Oleander Development Agreement.	Before issuance of 1 st building permit for each project	Project applicants	Verify payment of fees to City.	

Exhibit E

ORDINANCE NO. 1340

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MANTECA ADOPTING THE DEVELOPMENT AGREEMENT RELATING TO THE DEVELOPMENT KNOWN AS OLEANDER ESTATES

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 Oleander Estates ("Agreement"), a copy of which is available in the Office of the City Clerk, and incorporated herein by this reference, and which has been reviewed by the City Planning Commission and recommended for approval, is consistent with the City's General Plan, because the site is designated for low-density residential development and two parksites/storm drainage basins, and is being used consistent with the General Plan.

Section 2. Environmental Compliance.

The 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 negative declaration, the comments received thereon, and the record before the City Council, the City Council hereby finds that the negative declaration prepared for the Agreement, and the Environmental Impact Report prepared for the overall 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 impacts that have not either been already identified and mitigated, or for which a statement of overriding considerations has been adopted. 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. Amendment to Revised Community Growth Management Program.

The Agreement amends the City's Revised Community Growth Management Program (RCGMP) as it relates to the provision of Project Allocations for 2006. Although the Agreement is approved in 2007, the first year's Project Allocations shall count against the City's 3.9% residential growth cap for that year. Such allocation does not result in a residential growth cap exceeding 3.9% for the year 2006.

Section 4. Findings.

By adopting this Ordinance, the City Council hereby makes the following findings:

- (a) The proposed Development Agreement is consistent with the goals, objectives, policies, standards, and programs and used specified in the General Plan, Community Growth Management Plan, and any applicable specific plan, zoning, subdivision map or other relevant regulation.
The Development Agreement is consistent with the goals and policies of the General Plan, the Growth Management Plan, and Title 17.
- (b) The proposed Development Agreement is consistent with Government Code Section 65864 et. seq.
The Development Agreement as proposed is consistent with Government Code §65864.
- (c) The proposed Development Agreement is compatible with the uses authorized in, and the regulations prescribed for, the land use district in which the real property is located.
The Development Agreement proposes no changes to the uses allowed in the R-1 (Single-Family Residential) zone district.
- (d) The proposed Development Agreement is in compliance with the California Environmental Quality Act.
As part of the approval of this project, the City Council also certifies the Oleander, Sundance and Sundance 2 Development Project Environmental Impact Report SCH#2005122079, in compliance with CEQA.
- (e) The proposed Development Agreement is in conformity with public convenience, general welfare and good land use.
The proposal has been determined to be good land use practice as it is consistent with the General Plan land use designation and provides more housing opportunities within the City.
- (f) The proposed Development Agreement will promote the health, safety and general welfare of the community.
The project will not create any adverse impact to health, safety or general welfare.
- (g) The proposed Development Agreement will promote the orderly development of property and/or the preservation of property value.
The proposal establishes a phased development for orderly buildout and infrastructure improvements of the project site.

Section 5. Approval of Development Agreement.

For the reasons set forth in the Agreement and pursuant to the Government Code Sections 65864 et. seq. and the City's local regulations, the City Council hereby approves the Agreement and hereby authorizes the Mayor to execute the 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 6. 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 7. 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 null all or any part of the Agreement or the decision of the City of Manteca to approve and execute the 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 Agreement.

Section 8. Effective Date.

This Ordinance shall become effective thirty (30) days after adoption.

Section 9. 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

WILLIE W. WEATHERFORD, Mayor

CERTIFICATE

I, JOANN TILTON, City Clerk of the City of Manteca, do hereby certify that Ordinance No. ____ was INTRODUCED at the regular meeting of the Manteca City Council held the ____ day of ____, 2007 and was thereafter PASSED, ADOPTED AND ORDERED TO PRINT at the regular meeting of the Manteca City Council held the ____ day of ____, 2007.

JOANN TILTON
CITY CLERK

Exhibit "F"

Current City Fees

(a) Standard Residential Fees:

The following list gives general references to the types of fees that are assessed to residential development as of April 18, 2007, the effective date of this Oleander Estates Development Agreement. Some of the fees are assessed based on square footage of the particular residential unit, while others are standard (flat fee) regardless of the size of the dwelling. All of these fees may be adjusted by City (increased or decreased) from time to time during the life of the Project and the Development Agreement, pursuant to the enabling ordinance or resolution, and as provided for in Section 4.02(g) of the Agreement. Developer shall pay the amount of the particular fee in force and effect at the time of such building permit issuance, unless otherwise provided for in the enabling resolutions or ordinances.

- (1) Building Permit Fee
- (2) Plan Check Fee
- (3) Plumbing/Mechanical/Electrical Fee
- (4) S.M.I.P. (Earthquake) State Fee
- (5) Sewer Collection Fee
- (6) Sewer Treatment Fee
- (7) Sewer Overlay Fee
- (8) Water Distribution fee
- (9) Water Meter Fee
- (10) Park Acquisition and Improvement Fee
- (11) Transportation Fee
- (12) Storm Drainage Fee
- (13) Government Building Facilities Fee
- (14) Major Equipment Purchase Fee
- (15) Fire Facilities Fee
- (16) Business License Tax
- (17) San Joaquin County Multi-Species Habitat Conservation and Open Space Plan Fee
- (18) County Facilities Fee
- (19) Agricultural Mitigation (South San Joaquin County Farmland Conversion Fee)
- (20) Mitigation fees that may be established as a result of the settlement of the City of Lathrop vs. City of Manteca, City Council for City of Manteca, CV025308



CITY OF MANTECA

CITY CLERK

April 6, 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 are the Development Agreements for the Sundance and Oleander Estates Projects, along with a check for \$587.00 for 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



CITY OF MANTECA

CITY CLERK

April 6, 2007

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San Joaquin County Recorder's Office
Post Office Box 1968
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Sincerely,

CHRIS MOORE, CMC
Deputy City Clerk

/cam
Enclosures



CITY OF MANTECA

CITY CLERK

March 29, 2007

FCB Homes
10100 Trinity Parkway #420
Stockton, CA 95219

Raymus Homes
Post Office Box 2188
Manteca, CA 95336

SUBJECT: SUNDANCE-OLEANDER PROJECTS –PREZONE, DEVELOPMENT AGREEMENTS, PLANNED COMBINED DISTRICTS AND TENTATIVE SUBDIVISION MAPS

At its meeting held March 19, 2007, the City Council held the above projects. After taking public testimony, Council's decided as follows:

1. Rescinded Resolution No. R2007-70 and adopted Resolution No. R2007-104 making the findings and approving the Sundance Vesting Tentative Subdivision Map No. SDV-04-02, subject to the Consolidated Conditions of Approval amended March 5, 2007;
2. Rescinded Resolution No. R2007-71 and adopted Resolution No. R2007-105 making the findings and approving the Oleander Tentative Subdivision Map No. SDJ-05-04, subject to the Consolidated Conditions of Approval amended March 5, 2007;
3. Made the findings and approved Prezone No. PRZ-05-10, subject to the Consolidated Conditions of Approval amended March 5, 2007, waiving the final reading by substitution of the title and adopting Ordinance No. 1344;
4. Made the findings and approved Planned Unit Development No. PCD-05-04, subject to the Consolidated Conditions of Approval amended March 5, 2007, waiving the final reading by substitution of the title and adopting Ordinance No. 1343;
5. Made the findings and approved Planned Unit Development No. PCD-04-06, subject to the Consolidated Conditions of Approval amended March 5, 2007, waiving the final reading by substitution of the title and adopting Ordinance No. 1341;
6. Made the findings and approved the Development Agreement for the development known as Sundance, subject to the Consolidated Conditions of Approval amended March 5, 2007, waiving the final reading by substitution of the title and adopting Ordinance No. 1339;
7. Made the findings and approved the Development Agreement for the development known as Oleander Estates, subject to the Consolidated Conditions of Approval amended March 5, 2007, waiving the final reading by substitution of the title and adopting Ordinance No. 1340.

Copies of the above-referenced Resolutions are enclosed with this letter. The ordinances will become effective 30 days from the date of adoption.

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

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

Sincerely,



JOANN TILTON, MMC
City Clerk

JLT:cam
Enclosures

cc: Community Development Department
Karen McLaughlin
Luis Arismendi

Exhibit D

Consolidated Development Review Conditions

Tentative Subdivision Map No. SDJ-05-04
Planned Combined Development No. PCD-05-04

Oleander
Revised 3/5/07

1. Developer shall install all improvements associated with subdivision to city Laws, Improvement plans for each phase of onsite development shall be submitted to the City Engineer for approval with each final map.
2. Developer shall provide easements, requested by the respective utility companies, within the subdivision and shall show said easements on the final map. Any existing on-site facilities to the Project that are affected by this Project shall be relocated or placed underground at the Developer's expense. On-site facilities shall include frontage roads at the project.
3. Developer shall dedicate ten-foot (10) wide public utility easements on all street frontages for underground facilities and appurtenances, upon approval and recordation of each final map.
4. Developer shall contact the local post office for direction regarding placement of mail receptacles or any other type of mail delivery proposed.
5. Developer shall contact Manteca Unified School District Facilities Planning regarding school fees and requirements. Developer shall annex the project to a Manteca Unified School District Community Facilities District, upon approval and recordation of the first final map.
6. Developer shall indicate on the tentative map topographical information which shall include one-foot (1') contour intervals and benchmark data.
7. Developer shall obtain appropriate encroachment permit(s) for any work required within the San Joaquin County right-of-way.
8. Developer shall include a copy of the City's Right-to-Farm ordinance with each property deed provided to homebuyers.
9. During all construction phases, Developer shall 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 (PM10) entrained into the ambient air from man-made sources.
10. Developer shall relinquish to the City of Manteca the following access rights: from adjoining lots to Woodward Avenue, Union Road and Peach Avenue (McKinley Parkway); from Lots 1 and 76 to Street "C"; from Lots 90 through 93 and Lots 156 through 158 to Oleander Avenue; from Lots 170 and 212 to Street "Z"; from Lots 455 and 544 to Street "G"; from Lots 340 and 341 to Street "V".

11. An interim turn around is required at the west end of Street "G" and Street "X" until the streets are extended. Lots adjacent to the turnaround can not be developed until such time as the interim turn around is removed.
12. The Developer shall incorporate traffic calming devices into street "G"
13. Developer shall dedicate, or acquire on the City's behalf, sufficient right-of-way to complete the Woodward Avenue improvements described below.
14. Developer shall remove and replace the existing pavement with a new street structural section along the subdivision's Woodward Avenue frontage.
15. Developer shall construct part width street improvements along Woodward Avenue, including curb, gutter, five (5) foot meandering sidewalk, landscaping with trees and automatic irrigation system, a seven (7) foot high masonry sound wall, street lights and pavement all in accordance with City Standards ST-3 and ST-38 along the south side of the street. Developer shall also construct a twelve (12) foot wide raised landscaped median with automatic irrigation system centered on the ultimate Woodward Avenue centerline. Woodward Avenue improvements shall include a twelve-foot (12') travel lane and a two-foot (2') shoulder on the north side of the median.
16. Developer shall overlay portions of Woodward Avenue extending westerly to Airport Way with development of said project west of Oleander Road and easterly to Union Road with development of said project east of Oleander Road to accommodate the additional traffic volumes generated by this subdivision. This condition shall be waived if other projects have already completed said work.
17. Developer shall dedicate, or acquire on the City's behalf, sufficient right-of-way to complete the Union Road improvements described below.
18. Developer shall construct part width street improvements along Union Road, including curb, gutter, five (5) foot meandering sidewalk, landscaping with trees and automatic irrigation system, a seven (7) foot high masonry sound wall, street lights and pavement all in accordance with City Standards ST-3 and ST-38 along the west side of the street. Developer shall also construct a twelve (12) foot wide raised landscaped median with automatic irrigation system centered on the ultimate Union Road centerline. Union Road improvements shall include a twelve-foot (12') travel lane and two-foot (2') shoulder on the east side of the median.
19. Developer shall dedicate, or acquire on the City's behalf, sufficient right-of-way to complete the Peach Avenue improvements described below.
20. Developer shall construct part width street improvements along Peach Avenue, excluding the frontage of the parcel labeled "Not a Part", but including curb, gutter, five (5) foot meandering sidewalk, landscaping with trees and automatic irrigation system, a seven (7) foot high masonry sound wall (except in front of existing home parcel), street lights and pavement all in accordance with City Standards ST-3 and ST-38 along the north side of the street. Developer shall also construct a twelve (12) foot wide raised landscaped median with automatic irrigation system centered on the ultimate Peach Avenue centerline. Peach Avenue improvements shall include a twelve-foot (12') travel lane and two-foot (2') shoulder on the south side of the median. Improvements behind the back of curb may be excluded on the far side. Developer

shall also construct part width improvements along the Peach Avenue parcel labeled "Not a Part", including curb, gutter, (5) five feet meandering sidewalk with driveway access to existing home.

21. Developer shall dedicate, or acquire on the City's behalf, sufficient right-of-way to complete the Oleander Avenue improvements described below.
22. Developer shall remove and replace the existing pavement with a new street structural section along the subdivision's Oleander Avenue frontage.
23. Developer shall construct full width street improvements along the Oleander Avenue frontage of this subdivision. Improvements shall be in accordance with City of Manteca Collector Street Standard ST-2.
24. Developer shall reconstruct and/or overlay portions of Oleander Avenue extending southerly to Peach Avenue to accommodate the additional traffic volumes generated by this subdivision. This condition shall be waived in other projects have already completed said work.
25. The following traffic indices are recommended:

Woodward Avenue	9.0
Peach Avenue	9.0
Union Road	9.0
Oleander Avenue	6.0
60' right-of-ways	5.0
50' right-of-ways	4.5
cul-de-sacs	4.0

26. Soils R-Value tests shall be taken in the vicinity of Lots 29, 70, 164, 262, 329, 415 and 458. A report shall be submitted to the City Engineer with calculations determining the street structural design. Street structural design shall be in conformance with Resolution R-5633, "Street Structural Design Policy".
27. In accordance with Conditions 4 and 5 of said Resolution R-5633, the minimum structural cross-section shall be 2 1/2 inches asphalt concrete over 4 inches of aggregate base.
28. Developer shall include in the subdivision design, bus/landscape maintenance turn-outs per City Standard ST-39, on Woodward Avenue east of Oleander Avenue and on Union Road south of Street "G". The location and design of turn-out shall be shown as part of the subdivision improvement plans.
29. Developer shall install all streetlights to City Standards enabling the street lighting system to be placed on the P.G.&E. LS-2A energy rate schedule.
30. Developer shall provide bicycle lanes along Oleander Avenue and Peach Avenue in compliance with the City of Manteca's Bicycle Route Master Plan.
31. A seven-foot (7') high masonry sound wall along those streets where access rights have been relinquished to the City of Manteca. All masonry walls shall be reinforced, solid grout filled and constructed at the site (No prefabricated walls). The City shall have the right to approve wall design, masonry block style and color. The wall height shall step down to forty-two (42) inches high in the front building set back areas. (Developer shall install fencing and walls as follows:

(WALL HEIGHTS SHALL BE THE HIGHER OF THOSE SPECIFIED HEREIN OR THOSE SPECIFIED IN A NOISE ANALYSIS FOR THIS DEVELOPMENT)

32. A six-foot (6') high chain link fence along the west and south line of the westerly Park/Basin at Streets "C" and "G", along the east line of the easterly Park/Basin at Streets "G" and "Z" and along the north line of the Future Boys and Girls Club;
33. A six-foot (6') high chain link fence, extending from building set back line to building set back line, across all streets stubbed to undeveloped land;
34. A six-foot (6') high wood fence along the lot lines abutting undeveloped lands or farmlands. Said wood fence to be constructed with construction of homes.
35. The existing 12" sanitary sewer force main in Woodward Avenue does not have sufficient capacity for sanitary sewer from this subdivision, therefore it will be necessary for Developer to install an interim sanitary sewer pump station at a location to be approved by the Public Works Department with a force main in Oleander Avenue and Woodward Avenue extending to the Tara Park sanitary sewer pump station located in the Dutra Estates subdivision at the intersection of Woodward Avenue and the new McKinley Avenue. The pump station shall be designed to be converted to a gravity flow system flowing into the City's Master Plan sewer trunk in Peach Avenue when the trunk line becomes available. Developer shall endeavor to join forces with the Developer of the Sundance Subdivision to the north and the Developer of the Silva Estates Subdivision to the east, to construct a single pump station to serve all three subdivisions.
36. In addition to flows from this subdivision, the force main shall be 18 inches in diameter. It shall accommodate sanitary sewer flows from a total of 3400 dwelling unit equivalents.
37. In accordance with the City's "Area of Benefit Establishment Criteria Policy", Developer may request the formation of an area of benefit to recover a proportionate share of the cost of installing the force main in Woodward Avenue from development served by the force main. In accordance with said policy, Developer shall prepare an Engineer's Report for approval by the City.
38. The sanitary sewer force main shall be increased in size at the Airport Way/Woodward Avenue intersection to accommodate the interim sanitary sewer flows from the Machado Estates Tentative Map area (160 acres) located at the southwest corner of Airport Way and Woodward Avenue.
39. Developer(s) shall deposit funds with City, prior to acceptance of the final phase of this development, to pay for removal of all pump station equipment and abandonment of the pump station, in accordance with City requirements, when the gravity sewer trunk line is available. These decommissioning costs shall be included in an area of benefit for the pump station improvements.
40. A dry gravity sanitary sewer line shall be constructed at a location agreed upon by Public Works extending to the south boundary of this subdivision for eventual connection to the future PFIP sanitary sewer trunk line in Peach Avenue. The gravity line shall be sized to accommodate flows from this subdivision plus the area described above.

41. In accordance with the City's "Area of Benefit Establishment Criteria Policy", Developer may request the formation of an area of benefit to recover a proportionate share of the cost of installing the force main in Woodward Avenue from development served by the force main. In accordance with said policy, Developer shall prepare an Engineer's Report for approval by the City.
42. Developer shall construct an eighteen (18) inch sanitary sewer trunk line in Union Road, along the frontage of this subdivision, in accordance with the Sanitary Sewer Master Plan. Developer shall also construct a fifty-four (54) inch sanitary sewer trunk line in Peach Avenue along the frontage of this subdivision in accordance with the Sanitary Sewer Master Plan.
43. The Water System Analysis for the Oleander Estates development has been completed. Installation of the following water system improvements are required:
 - (a) Install a twelve (12) inch water main in Union Road extending from Woodward Avenue to the south boundary of the subdivision;
 - (b) Install a twelve (12) inch water main in Oleander Avenue extending from Woodward Avenue to the south boundary of the subdivision;
 - (c) Install a twelve (12) inch water main in Street "G" extending from Union Road to the west boundary of the subdivision.
44. A water supply analysis has been completed for this development. The analysis shows that the combined subdivisions (Sundance, Sundance 2 and Oleander) will generate part of the demand that will require the city's one million gallon water storage tank and pump station facility to be constructed at the City's Well 26 site. Applicant shall fund the storage tank as described within Section 4.02(f)(4) of the Oleander Development Agreement.
45. All storm drain improvements shall comply with the City of Manteca, May 2006, Storm Drain Master Plan and the City of Manteca Standard Plans and Specifications.
46. Storm Drain Hydraulic Modeling has been completed by the City's Storm Drain consultant and it has been determined that only a limited amount of capacity is available in South San Joaquin Irrigation District's Drain 8/8A system for storm drainage from development south of Highway 120. This development's share of the remaining capacity in the drain 8/8A system, based on sewer allocations, approved by Council for development through 2009, is limited to 6.12 Acre-feet per 10-year storm event of discharge from the site. Prior to any additional discharge into the City storm drain system, South Drain, Hwy 120 Pump Station and French Camp Outlet Canal (FCOC) improvements must be completed in accordance with the City's Storm Drain Master Plan. A Storm Drain Hydraulic Modeling study is currently underway to determine when the FCOC improvements must be constructed.
47. Storm drain improvements must be designed and constructed in a manner to enable diverting drainage from this subdivision from the Drain 8/8A system to the South Drain system, by installing a plug or opening and closing valves, when the South Drain, Hwy 120 Pump Station and FCOC improvements are completed.
48. Storm drain detention basins with telemetry controlled discharge shall be constructed to serve this subdivision. The basins shall be expandable to serve as regional basins serving undeveloped adjacent land. The easterly basin shall be expandable to serve all land not a part of this subdivision bounded by Woodward Avenue, Oleander Avenue, Peach Avenue and Union Road. The westerly basin shall be expandable to serve all land not a part of this subdivision bounded by Oleander Avenue, Peach Avenue, Woodward Avenue and Airport

Way. The subdivision storm drain system shall be designed and stubbed to serve said lands. The pump station wet wells and outfall lines shall be sized and constructed for ultimate use.

49. In accordance with the City's "Area of Benefit Establishment Criteria Policy", Developer may request the formation of an area of benefit to recover a proportionate share of the cost of installing regional storm drain facilities. In accordance with said policy, Developer shall prepare an Engineer's Report for approval by the City.
50. The maximum side slopes of the basins shall be 8 to 1 (horizontal to vertical), the basin bottom elevation shall be a minimum of two feet above the seasonal high groundwater elevation, basins shall have a maximum water depth of five feet.
51. The maximum basin side slope criteria stated above is under review by the City Parks and Recreation Department. The criteria may be revised to allow steeper side slopes if it is determined that they can be safely mowed by City Parks and Recreation staff.
52. The telemetry system shall include installation of hardware and software to interface with the City's Supervisory Control and Data Acquisition (SCADA) system.
53. A preliminary storm drain plan shall be submitted to the City Engineer for approval prior to final improvement plan submittal. The plan shall be accompanied by calculations for peak flows, total runoff, pipe sizes, and detention basin volume. Also include evidence of groundwater depth.
54. Developer shall bear all costs necessary to develop a mechanism to finance the maintenance of storm drain treatment systems required by the City's Storm Drain NPDES permit to serve this subdivision.
55. Developer shall pay the cost to seed the basin lawn and install the landscape irrigation system with automatic controllers. The irrigation system shall be expandable to serve the ultimate regional basin.
56. The tentative map for this subdivision shall be reviewed by South San Joaquin Irrigation District (SSJID) in accordance with the conditions of the SSJID/City of Manteca Storm Drainage Agreement requiring that all proposed storm drain systems within the City of Manteca be reviewed and approved by SSJID.
57. Reimbursement shall be in the form of credit against PFIP Sanitary Sewer, Water System, Storm Drainage, and Transportation fees. The credit will be given when building permits are issued for construction of residences within the Oleander Estates subdivision. If the cost to construct said improvements exceeds the value of PFIP credits, the remainder shall be reimbursed after the City receives sufficient PFIP Development Fee revenue from development occurring within the same PFIP financing zones. In the event Developer desires to exchange credits for cash reimbursement, the exchange must be approved by Council.
58. Developer shall pay the City's cost to form a Landscape Maintenance District for the maintenance of subdivision amenities to include but not limited to the following: landscaping, landscape irrigation, decorative street lights and sound walls located within the public right of way and the park(s)/basin(s).

59. All drain inlets shall be marked "No Dumping Drains to River." Drain markers shall be purchased from the City of Manteca.
60. Developer shall enter into an agreement with the City that its Landscaping Maintenance District shall include maintenance of agreeing to maintain the onsite drainage treatment system(s) in accordance with the manufacturer's recommendations and the requirements of the State Water Resources Control Board. Said agreement shall be prepared by City.
61. Provide treatment for 85% of annual runoff per the Manteca 2006 Storm Drain Master Plan Update, Chapter 3, Section 4.5.2 Flow Based Treatment.
62. The Developer shall be responsible for contacting SSJID to determine the District's requirements regarding their facilities.
63. Any proposed disposal of storm water that will ultimately discharge into SSJID facilities shall conform to the SSJID's current policy relative to storm drainage. Hydraulic calculations and plans for proposed storm system shall be provided to the SSJID for review and approval and shall conform to the most current approved Storm Drainage Master Plan and Storm Drainage Agreement between the SSJID and the City.
64. All SSJID irrigation and drainage facilities that are determined by the SSJID to be affected by the proposed development shall be replaced with rubber gasket-reinforced concrete pipe and shall be relocated if necessary, to SSJID approved locations. Facilities affected by this development include Drain 9, Lateral "Ya" and Lateral "We-dd" and an agricultural pump and well referred to as pump station #88 (Macedo Pump), which will also need to be replaced in accordance with SSJID needs.
65. Further, hydraulic calculations to determine pipe size shall be required for any design changes or relocation's that are proposed on SSJID facilities. In accordance with SSJID standards, construction on SSJID facilities is not allowed between February 15 and October 15 of any given year. As such, plans for pipeline improvements need to be received no later than mid-July (three months before the end of water season), so that all construction work can be completed during the provided window period.
66. All improvements to the SSJID facilities shall comply with the SSJID's current standards, drawings, and policies. The developer shall enter into the necessary agreements, permits, etc., required by the SSJID for construction of SSJID facilities.
67. SSJID 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 SSJID approval.
68. 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 SSJID.
69. Private irrigation facilities and easements shall be provided for private use to accommodate property that will still be using SSJID water to irrigate adjacent to the development. The

proposed connection of any such private facility to SSJID facilities shall be approved in advance by the SSJID.

70. Easements for all SSJID facilities shall be dedicated on current SSJID forms. Additional easements shall be dedicated for access to all manholes and control structures. All SSJID easements shall be shown on the final map together with SSJID's standard acknowledgment. Easements for pipelines shall be a minimum of thirty feet (30') in width.
71. Developer shall provide a title report to the SSJID for its use in the preparation of all required documents and to ascertain if the SSJID has a fee interest within the proposed development. If it is determined that SSJID owns property in fee, the Developer will not be able to include this land as part of the development unless they obtain title to them from the SSJID.
72. Developer shall submit improvement plans for both off-site and on-site improvements shall be submitted for review and approval by the SSJID's Board of Directors. Prior to plan submittal, Developer shall submit a retainer for plan check and inspections required for the project in accordance with the current established fee schedule.
73. Upon completion of the project, the developer shall provide one complete set of "As-Built" drawings to the SSJID for its future use.
74. 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 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."
75. All residential address numbers shall be plainly visible from the street fronting the property. Said numbers/letters shall contrast with background.
76. Street within the subdivision shall meet City of Manteca Standard for all weather roadways prior to the issuance of any building permits.
77. Plans and specifications for fire hydrant systems shall be submitted for review and approval prior to construction.
78. Fire hydrants shall be installed at a maximum spacing of 500 feet in accordance with the City of Manteca Standards. Fire hydrants must be placed at intersections when possible and mid block only when it's necessary. Fire hydrant locations shall be approved by the Manteca Fire Department. Cul-de-sacs in excess of 300 feet must have additional hydrants.
79. Developer shall maintain a minimum of 3 feet clear space around all fire hydrants and 18 inches clear space from the ground to the bottom of the lowest outlet.
80. Fire protection systems (fire hydrants, water mains, etc.) shall be installed, tested and approved by the City prior to the issuance of any Building Permits.
81. Street names shall be submitted for review and approval by the Fire Prevention Division.

82. Fire Department shall witness all system and acceptance tests. Please provide 24-hour notice prior to any system or acceptance tests.

83. Setbacks

	Lots 60 foot wide or greater.	Lots Less than 60 feet in width	Corner lots 70 foot wide or greater.	Corner lots less than 70 feet in width.
Front setback	20 feet	15 feet	20 feet	15 feet
Side setback	5 & 5 feet unobstructed for one story home; 5 and 7 for one and one-half story home; 5 and 9 for a two story home	5 & 5 feet unobstructed	5 foot unobstructed	5 foot unobstructed
Street side setback	Not Applicable	Not Applicable	10	10 feet
Rear setback	20 feet	15 feet	15 feet	15 feet
Garage portion of unit	18 feet	18 feet	18 feet	18 feet
Lot coverage excluding overhangs	40% for two story and 45% for one story	45% for two story and 50% for one story	45% for two story and 50% for one story	45% for two story and 50% for one story

*One and a half story units are defined as house plans designed to be sold as a one story unit but have an option which allow a small amount of the attic space to be converted into habitable space under the same roof pitch as the one story base unit.

**Eaves, front porches (as defined in 17.61.030) and architectural amenity overhangs (non-habitable spaces) are not included in roof coverage calculations. Other Architectural amenities may be excluded subject to the approval of the Community Development Director.

***All house plans shall comply with the setbacks stated above with the following exception: setbacks may be reduced upon a finding by the Community Development Director that the proposed plan exhibits superior amenities which enhance the overall PUD and that the reduced setback does not result in an increase in lot coverage or reduction in open space. Reduction of the setbacks shall not be reduced beyond the following: a minimum 5 feet side yard, a minimum 10 feet for rear yard and 10 feet for front yard. At no time shall all yards be reduced for any specific house plan.

**** Lots which lose depth along one side property line due to curvature of the street such as knuckles shall have their front yards measured at the deepest point of the front yard setback provided there is a minimum of 10 feet setback at the shortest distance.

84. House Plans

Product one for larger lots	Number of stories	Square footage	Options: Plans may expand to	Product two for smaller lots	Number of stories	Square footage	Options: Plans may expand to
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Plan 2976	2	2976	3500	Plan 1	1	1300	1665
Plan 1949	1	1949	2500	Plan 2	1	1450	1700
Plan 1571	1	1571	2000	Plan 3	2	1600	2500
Plan 2150	2	2150	2900				

85. Additional house plans may be added to this mix provided the plan square footage falls within the following ranges:

60 x 100 lots or greater—1571-3500 square feet. (includes all options)

50 x 80 lots (approximately)—1300-2500 square feet (includes all options) or plans of similar size can be substituted for the plans listed above.

All additional house plans added to the approved mix are subject to Community Development Department approval.

No modifications to house plans shall be allowed which increase the square footage of the house plans described above or which reduces the amenities including but not limited to the window or door trim, paneled garage doors, window boxes demonstrated on the plans submitted.

86. Cul-de-sac lots 156, 157 and 158 shall have a minimum of 44 feet of frontage.
87. Lot 216 shall have a pre-plotted house plan acceptable to the CD Department.
88. Lot 217 shall have a pre-plotted house plan acceptable to the CD Department.
89. At least 25% of all lots within the project shall have single story homes built thereon unless otherwise pre-approved by the Community Development Department.
90. Any modifications to house plans subsequent to this approval shall include the same minimum number of house plans and elevation types.
91. Houses on corner lots shall have both fronts and the street side elevation with full trim amenities around doors and windows.
92. Houses placed on lots 1, 76, 90, 91, 92, 93, 156 through 158, 170, 212, 455, 544, 340 341 shall have full trim amenities on the rear facing elevation
93. No more than 2 master house plans may be next to each other, unless approved by the Community Development Department. Elevations must also be different.
94. Two car garages shall be a maximum width of twenty-two feet (22') and accommodate a minimum of two (2) cars. The maximum driveway width to access the garage shall be twenty feet (20') wide for garages with a two-car garage door opening, 28 feet for garages with a three- car garage door opening or a RV situation and the minimum driveway depth shall be eighteen feet (18') from back of sidewalk. Garage elevations that do not have a garage door and exhibit enhanced facades shall be allowed beyond the above limits subject to the approval of the Community Development Director.
95. Lots less than 60 feet wide shall be limited to a two car garage unless the additional spaces are provided in tandem.
96. Lots greater than or equal to 60 feet wide shall be limited to a three car garage unless the additional spaces are provided in tandem.

97. There shall be a minimum of 20 feet by 20 feet unobstructed space within the garage for the parking of cars. No water heaters, HVAC units, etc. shall be permitted within the required 20 foot by 20 foot space.
98. No garage doors shall be visible from the public right of way beyond a three-car garage door width. Garages with space for four and five cars shall be allowed only with a standard three-car garage door.
99. No conversion of any garage space shall be allowed on lots less than 60 feet in width excluding tandem 3-car garages.
100. There shall be no obstructions such as architectural pop outs and air conditioning units within any required 5 foot side yard setback. This area shall remain open and clear, except that fireplaces and media niches may be included if not more than 2 feet in depth and 10 feet in width. The fencing and gates which access either the side or rear of each lot shall be constructed to accommodate the width of the largest solid waste toter available within the City of Manteca.
101. Each home shall include GFCI outlets located on each exterior elevation (north, south, west and east) for a total of 4 GFCI outlets per home. The Master plan submitted for review shall clearly indicate this requirement.
102. Each home shall include a gas Line outlet located on the rear exterior elevation or at the patio area. The Master plan submitted for review shall clearly indicate this requirement.
103. Each home shall have a low nitrogen oxide (NOX) emitting and/or high efficiency water heaters. The master house plans submitted for review shall clearly indicate this requirement.
104. All homes are to be constructed at a minimum of fifteen percent (15%) above Title 24 in place on December 31, 2006 . All master plans submitted for review shall include a statement from a certified specialist that the master plan meets this requirement.
105. Prior to submitting for any building permits the developer shall submit to the Community Development Department (Planning Division) a preplotted master plan for that phase or release under construction - approximately 5-15 units. This preplotting which may be amended from time to time shall demonstrate the overall plotting of the subdivision is complying with the design requirements including the mix of homes.
106. Each individual plot shall be consistent with the department's plotting submittal guidelines.
107. The fencing and gates which access either the side or rear of each lot shall be constructed to accommodate the width of the largest solid waste toter available within the City of Manteca.
108. Developer shall provide a disclosure statement to all prospective buyers as to the City's regulations regarding the storage/parking of Recreational Vehicles in a residential neighborhood.
109. This project has been reviewed as a comprehensive project therefore any substantial modification of the lots or house plans shall require a new PUD review and approval.

110. No garage doors shall be visible from the public right of way beyond a three-car garage door width. Garages with space for four and five cars shall be allowed only with a standard three-car garage door.
111. Developer shall plant deciduous trees on the south and/or westerly facing sides of buildings when either a side street or front elevation is visible from the roadway.
112. After satisfying the stormwater quality and flood control requirements of the City, State and Federal governments, the two park/basins shall provide the following minimum function space for recreation and park purposes.
113. The park/basin shall provide no less than 6.2 acres of usable, functional park land.
114. Of this 6.2 acres, the following minimum acreages shall be above the high flood water line of the basin and shall provide areas for construction of recreational structures and features including but not limited to playgrounds, picnic areas, game courts, and related features:
115. 4.79 acre park/basin: 1 acre upland
116. 2.12 acre park/basin: .6 acre upland
117. These upland areas shall be located as shown on the tentative subdivision map for Oleander estates dated 4/15/05 prepared by MCR engineering
118. Developer shall construct full park improvements to City standards including but not limited to grading, turf, irrigation system, irrigation well, walkways, trees, playgrounds (tot lot and school age), picnic areas, game courts, lighting, signage, drinking foundations, site furniture, and landscaping at each with the exception that only a tot lot is required at the 2.12 acre park basin. Developer shall be entitled to receive Neighborhood Park Fee credits toward the cost of installing the park style improvements. Developer shall not be entitled to receive credit against the Community Park portion of the Park Fee. Should the Project not generate sufficient Neighborhood Park Fee credits to fully pay for the play area improvements, Developer shall not be entitled to any other reimbursements from any other funding source for the park improvements.
119. The 2.12 acre or 4.79 acre park basin shall be constructed with that Phase of the subdivision improvements that contains the park/basin and shall be accepted with same.
120. The 4.79 acre park basin shall be constructed prior to the completion of the 3rd Phase of subdivision improvements that contain the park/basin and shall be accepted with same.
121. Developer shall construct all streetscapes and medians on Woodward Avenue, Union Road, McKinley Parkway, Streets "c", "G" and "Z" to city standards consistent with the PUD application and shall form a Landscape Maintenance District, at developer's expense, to provide for ongoing resources to maintain same. Park basins shall be included in the Landscape Maintenance District for landscape and park maintenance costs.
122. Developer shall submit a final landscape plan to the Parks and Recreation Department for designation of street trees for each street within the development.

123. The developer shall comply with and pay the cost to monitor all Mitigation Measures identified in the FEIR for the project (Exhibit # of Development Agreement) kept on file in the Community Development Department. The requirements contained in the Mitigation Monitoring Reporting Program (MMRP) shall be incorporated into these conditions and all fees shall be paid and improvements constructed in accordance with the MMRP.
124. Prior to issuance of any building permit for each house, the project applicant shall pay the state mandated school impact fees to the appropriate school districts to fund the project's fair share of impacts to school facilities. Payment of these fees is deemed full and complete mitigation (see Government Code Section 65996).

Exhibit D-1

Mitigation Monitoring and Reporting Program for the Oleander, Sundance, and Sundance 2 Development Projects



Prepared for:

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January 2007

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MITIGATION MONITORING AND REPORTING PROGRAM

INTRODUCTION

This Environmental Mitigation Monitoring and Reporting Program (MMRP) has been prepared pursuant to the California Environmental Quality Act (CEQA) and the State CEQA Guidelines to provide for the monitoring of mitigation measures required of the Oleander, Sundance, and Sundance 2 Development Projects (proposed project) as set forth in the Final Environmental Impact Report (Final EIR) prepared for the project.

Section 21081.6 of the California Public Resources Code and Section 15091(d) and 15097 of the State CEQA Guidelines require public agencies "to adopt a reporting or monitoring program for changes to the project which it has adopted or made a condition of project approval in order to mitigate or avoid significant effects on the environment." A Mitigation Monitoring and Reporting Program (MMRP) is required for the proposed project because the EIR for the project identified potentially significant adverse impacts related to construction and implementation activities, and mitigation measures have been identified to reduce most of those impacts to a less-than-significant level.

This MMRP will be adopted by the City Council when it approves the project.

This MMRP will be kept on file at the City of Manteca Community Development/Planning Department, 1001 West Center Street, Manteca, CA 95337.

PURPOSE OF THE MMRP

This MMRP has been prepared to ensure that all required mitigation measures are implemented and completed according to schedule and maintained in a satisfactory manner during project construction and implementation, as required. The MMRP may be modified by the City during project implementation, as necessary, in response to changing conditions or other refinements. A summary table (attached) has been prepared to assist the responsible parties in implementing the MMRP. The table identifies individual mitigation measures, monitoring/mitigation timing, responsible person/agency for implementing the measure, monitoring procedures, and a record of implementation of the mitigation measures. The numbering of mitigation measures follows the numbering sequence found in the EIR.

ROLES AND RESPONSIBILITIES

Unless otherwise specified herein, the City is responsible for taking all actions necessary to implement the mitigation measures according to the specifications provided for each measure and for demonstrating that the action has been successfully completed. The City at its discretion may delegate implementation responsibility or portions thereof to a licensed contractor.

The City will be responsible for overall administration of the MMRP and for verifying that City staff or a qualified construction contractor has completed the necessary actions for each measure. The City will designate a project manager to oversee the MMRP during the construction period. Duties of the project manager include the following:

- ▶ Ensure that routine inspections of the construction site are conducted by appropriate City staff; and check plans, reports, and other documents required by the MMRP.
- ▶ Serve as a liaison between the City and the construction contractor regarding mitigation monitoring issues.
- ▶ Complete forms and maintain records and documents required by the MMRP.

- Coordinate and ensure that corrective actions or enforcement measures are taken, if necessary.

MONITORING SCHEDULE

Before the issuance of grading permits, City staff will be responsible for ensuring compliance with mitigation monitoring applicable to the project. City staff will prepare reports identifying compliance with mitigation measures. Once construction begins, monitoring of mitigation measures associated with construction will be included in the responsibilities of designated City staff who shall prepare reports of such monitoring no less than once per month until construction completes. Once construction is completed, the City will monitor the project as deemed necessary.

CHANGES TO MITIGATION MEASURES

Any substantive change in the MMRP made by City staff shall be reported in writing. Reference to such changes shall be made in the monthly or annual Environmental Mitigation Monitoring Report prepared by City staff. Modifications to the mitigation measures may be made by City staff subject to one of the following findings and documented by evidence included in the record:

1. The mitigation measure included in the Final EIR and the MMRP is no longer required because the significant environmental impact identified in the Final EIR has been found not to exist or to occur at a level which makes the impact less than significant as a result of changes in the project, changes in conditions of the environment, or other factors.

OR

2. The modified or substitute mitigation measure to be included in the MMRP provides a level of environmental protection equal to or greater than that afforded by the mitigation measure included in the Final EIR and the MMRP.

AND

3. The modified or substitute mitigation measures do not have significant adverse effects on the environment in addition to or greater than those which were considered by the responsible hearing bodies in their decisions on the Final EIR and the proposed project.

AND

4. The modified or substitute mitigation measures are feasible, and the City, through measures included in the MMRP or other City procedures, can assure their implementation.

Findings and related documentation supporting the findings involving modifications to mitigation measures shall be maintained in the project file with the MMRP and shall be made available to the public upon request.

MMRP SUMMARY TABLE

The MMRP Summary Table that follows should guide the City in its evaluation and records of the implementation of mitigation measures.

The column categories identified in the MMRP Summary Table are described below:

Mitigation Number – lists the mitigation measures by number.

Mitigation Measure – provides the text of the mitigation measures identified in the EIR.

Timing/Schedule – lists the time frame in which the mitigation will take place.

Implementation Responsibility – identifies the entity responsible for complying with the requirements of the mitigation measure.

Implementation and Verification – verifies compliance. The “Action” column describes the type of action taken to verify implementation. The “Date Completed” column is to be dated and initialed by the project manager, or his/her designee, based on the documentation provided qualified contractors, or through personal verification by City representatives.

REFERENCES

California Department of Fish and Game. 1995. *Staff Report on Burrowing Owl Mitigation*. Sacramento, CA.

California Department of Transportation. 1998 (October). *Technical Noise Supplement*. Available <<http://www.dot.ca.gov/hq/env/noise/pub/Technical%20Noise%20Supplement.pdf>>.

San Joaquin Valley Air Pollution Control District. 2002 (January). *Guide for Assessing and Mitigating Air Quality Impacts*. Fresno, CA.

Oleander, Sundance, and Sundance 2 Development Projects Mitigation Monitoring and Reporting Program Summary Table

Mitigation Number	Mitigation Measure	Timing/ Schedule	Implementation Responsibility	Implementation and Verification	
				Monitoring Action	Date Completed
Mitigation Measures Identified in the EIR					
Agricultural Resources					
4.2-1	Pay City of Manteca Agricultural Mitigation Fee The project applicants shall pay the required City of Manteca agricultural mitigation fee to help offset the conversion of Important Farmland. Consistent with Chapter 13.42 of the Manteca Municipal Code, a \$2,000 agricultural mitigation fee shall be assessed for every acre of Important Farmland that would be developed as part of the proposed project. A total of \$456,000 (\$2,000 multiplied by 228 acres) shall be provided to the City. Under the City's program, the fees collected would be used to acquire farmland conservation easements and/or farmland deed restrictions.	Before issuance of grading permits for each project	Project applicants	Verify payment of fee	
4.2-3	Reduce Potential Conflicts with Existing or Future Land Uses Adjacent to the Project Site The project applicants shall phase the development of agricultural lands at the project site in such a way as to avoid the fragmentation of continuing agricultural operations. As development occurs at the project site, fencing, walls, or other suitable barriers shall be constructed or established at the interface between development and adjacent agricultural lands. Growers cultivating lands near or adjacent to urban development in the vicinity of the project site can be expected to comply with all necessary federal, state, and local restrictions regarding buffers between pesticide/herbicide applications and sensitive areas, such as schools, residences, and parks. Required buffer distances may vary depending on the type of chemicals used and the method of application. Residents and other individuals purchasing property near agricultural lands shall be provided information on the types of conflicts that may occur and appropriate means to address these conflicts, consistent with the City's Right-to-Farm Ordinance. With regards to the increased potential for the conversion of agricultural lands to the south, the project applicants shall implement Mitigation Measure 4.2-1 (Pay City of Manteca Agricultural Mitigation Fee), above.	Before and during construction activities for each project	Project applicants	Review project phasing plans for each project. Verify project's compliance with Right-to-Farm Ordinance resident notification requirements.	

Oleander, Sundance, and Sundance 2 Development Projects Mitigation Monitoring and Reporting Program Summary Table

Mitigation Number	Mitigation Measure	Timing/ Schedule	Implementation Responsibility	Implementation and Verification	
				Monitoring Action	Date Completed
Air Quality					
4.3-1	Comply with all Applicable Requirements of SJVAPCD Regulation VIII (Fugitive Dust Prohibitions) The following measures shall be implemented by the project applicants during construction of the proposed project as determined to be appropriate to the project by the City. This list of measures includes SJVAPCD's Enhanced and Additional control measures in addition to those contained in Regulation VIII. This complete list is recommended because of the project's potential to affect sensitive receptors, the large size of the project site, and the nonattainment status of the project area. ▶ All disturbed areas, including storage piles, which are not being actively used for construction purposes, shall be effectively stabilized of dust emissions using water, chemical stabilizer/suppressant, covered with a tarp or other suitable cover or vegetative ground cover. ▶ All on-site unpaved roads and off-site unpaved access roads shall be effectively stabilized of dust emissions using water or chemical stabilizer/suppressant. ▶ All land clearing, grubbing, scraping, excavation, land leveling, grading, cut and fill, and demolition activities shall be effectively controlled of fugitive dust emissions utilizing application of water or by pre-soaking. ▶ When materials are transported off-site, all material shall be covered, or effectively wetted to limit visible dust emissions, and at least six inches of freeboard space from the top of the container shall be maintained. ▶ All operations shall limit or expeditiously remove the accumulation of mud or dirt from adjacent public streets at the end of each workday. The use of dry rotary brushes is expressly prohibited except where preceded or accompanied by sufficient wetting to limit the visible dust emissions. Use of blower devices is expressly forbidden.	During grading and construction activities for each project	Project applicants	Verify implementation of appropriate fugitive dust control measures on a regular basis	

Oleander, Sundance, and Sundance 2 Development Projects Mitigation Monitoring and Reporting Program Summary Table

Mitigation Number	Mitigation Measure	Timing/ Schedule	Implementation Responsibility	Implementation and Verification	
				Monitoring Action	Date Completed
▶	Following the addition of materials to, or the removal of materials from, the surfaces of outdoor storage piles, piles shall be effectively stabilized of fugitive dust emissions utilizing sufficient water or chemical stabilizer/suppressant.				
▶	Trackout shall be immediately removed when it extends 50 or more feet from the site and at the end of each workday.				
▶	Any site with 150 or more vehicle trips per day shall prevent carryout and trackout.				
▶	On-site vehicle speeds on unpaved roads shall be limited to 15 miles per hour (mph).				
▶	Install sandbags or other erosion control measures to prevent silt runoff to public roadways from adjacent project areas with a slope greater than one percent.				
▶	Suspend excavation and grading activity when winds exceed 20 mph. (Regardless of wind speed, an owner/operator must comply with the 20% opacity limitation specified in Regulation VIII.)				
▶	Limit the area subject to excavation, grading, and other construction activity at any one time.				
▶	Use of alternative fueled or catalyst equipped diesel construction equipment, where reasonable available, such as equipment capable of using biodiesel or emulsified fuel.				
▶	When not in use, on-site equipment shall not be left idling.				
▶	Limit the hours of operation of heavy duty equipment and/or the amount of equipment in use at any one time.				
▶	Replace fossil-fueled equipment with electrically driven equivalents (provided they are not run via a portable generator set).				
▶	Curtail construction during periods of high ambient pollutant concentrations; this may include ceasing of construction activity during the peak-hour of vehicular traffic on adjacent roadways or on Spare the Air Days.				
▶	Before construction contracts are issued, the project applicants shall perform a review of new technology, as it relates to heavy-duty equipment, to determine what (if any) advances in emissions				

Oleander, Sundance, and Sundance 2 Development Projects Mitigation Monitoring and Reporting Program Summary Table

Mitigation Number	Mitigation Measure	Timing/ Schedule	Implementation Responsibility	Implementation and Verification	
				Monitoring Action	Date Completed
4.3-2	reductions are available for use and are economically feasible. Construction contract and bid specifications shall require contractors to utilize the available and economically feasible technology on an established percentage of the equipment fleet. It is anticipated that in the near future both NO_x and PM₁₀ control equipment will be available. The SJVAPCD shall be consulted with on this process.				
	Incorporate Feasible Emission Control Measures into Project Design and Operation The project applicants shall incorporate feasible emission control measures into the project design and operation as determined appropriate by the City. Such measures may include, but are not limited to, the following items as recommended in the SJVAPCD Guide for Assessing and Mitigating Air Quality Impacts (SJVAPCD 2002) and other sources. It should be noted that many of these measures may already be included in the proposed project design and City development standards; however, they are repeated here to allow a complete listing. ▶ Transit Infrastructure: If transit service is available to the project site, improvements shall be made to encourage residents to use it. Provide transit enhancing infrastructure that includes transit shelters, benches, street lighting, route signs and displays, and/or bus turnouts/bulbs. If transit service is not currently available, but is planned for the future, appropriate easements shall be reserved to provide for future improvements such as bus turnouts, loading areas, and shelters. ▶ VMT Infrastructure: Provide park-and-ride lots and/or satellite telecommuting centers. ▶ Pedestrian Infrastructure: Provide pedestrian enhancing infrastructure that includes sidewalks and pedestrian paths, direct pedestrian connections, street trees to shade sidewalks, pedestrian safety designs/infrastructure, street furniture and artwork, street lighting, and/or pedestrian signalization and signage. Sidewalks and bike paths shall be installed throughout as much of the project as possible and shall be connected to any nearby open space areas, parks, schools, commercial areas, etc.	Before issuance of final maps for each project	Project applicants	Verify emission control measures are incorporated into project design consistent with City standards	

Oleander, Sundance, and Sundance 2 Development Projects Mitigation Monitoring and Reporting Program Summary Table

Mitigation Number	Mitigation Measure	Timing/ Schedule	Implementation Responsibility	Implementation and Verification	
				Monitoring Action	Date Completed
	▶ Bicycle Infrastructure: Provide bicycle enhancing infrastructure that includes bikeways/paths connecting to a bikeway system, secure bicycle parking, and/or employee lockers and showers. ▶ Rideshare Operational: Implement carpool/vanpool program such as carpool ride matching for employees, assistance with vanpool formation, provisions of vanpool vehicles, etc. ▶ Services Operational: Provide on-site shops and services for employees such as cafeteria, bank/ATM, dry cleaners, convenience market, etc. Provide on-site childcare, or contribute to off-site child care services within walking distance. ▶ Parking Operational: Provide preferential parking for carpool and vanpool vehicles. ▶ Transit Operational: Provide transit incentives. ▶ Other Operational: Implement compressed work schedule and home-based telecommuting program. ▶ Area Source: Natural gas lines and electrical outlets shall be installed into patio areas to encourage the use of gas and/or electric barbecues (residential). Provide low nitrogen oxide (NO_x) emitting and/or high efficiency water heaters (solar, low-emissions, or central water heaters). Use energy efficient design including automated control system for heating/air conditioning and energy-efficient lighting in buildings (residential and commercial). Increase wall and attic insulation beyond Title 24 requirements, and use light colored roof materials to reflect heat (residential and commercial). Orient buildings to take advantage of solar heating and natural cooling and use passive solar designs, and plant deciduous trees on the south and westerly facing sides of buildings (residential and commercial).				
4.3.3	Implement Measures to Reduce Exposure of Sensitive Receptors to TAC Emissions ▶ The proposed Boys and Girls Club and proposed parks shall be located at the furthest feasible distance from SR 120 or a minimum of 500 feet south of this facility.	Prior to approval of final maps; during construction activities for each project; and before issuance of	Project applicants	Verify the following: ▶ Location of Boys and Girls Club is a minimum of	

Oleander, Sundance, and Sundance 2 Development Projects Mitigation Monitoring and Reporting Program Summary Table

Mitigation Number	Mitigation Measure	Timing/ Schedule	Implementation Responsibility	Implementation and Verification	
				Monitoring Action	Date Completed
▶	Soundwalls and tiered tree-planting, shall be incorporated along the northern and eastern property lines of the project site to enhance the dispersion of emissions from SR 120.	building permits for commercial land uses		500 feet from SR 120	
▶	Where feasible, the applicant shall locate higher density (i.e., medium and high density) land uses near SR 120, as these land uses would likely have a greater turnover of occupants and would, therefore, reduce long-term exposure to TACs.	associated with the Sundance 2 project		Soundwalls and tiered tree planting is constructed along the northern and eastern property lines	
▶	Proposed facilities that would require the long-term use of diesel equipment and heavy-duty trucks shall develop and implement a plan to reduce emissions, which may include such measures as scheduling such activities when the residential uses are the least occupied, and requiring such equipment to be shut off when not in use and prohibiting heavy-trucks from idling. The plan shall be submitted to and approved by the city before loading dock activities begin. Copies of the plan shall be provided to all residential dwellings located within 1,000 feet of loading dock areas.			Necessary permits to operate have been secured from the SJVAPD	
▶	Proposed commercial land uses that have the potential to emit toxic air emissions shall be located as far away as possible from existing and proposed receptors.			Proposed commercial land uses are sufficiently distant from proposed sensitive receptors	
▶	When determining the exact type of facility that would occupy the proposed commercial space, the project shall take into consideration its toxic producing potential.			Proposed loading docks are equipped with power outlets	
▶	All truck loading and unloading docks shall be equipped with one 110/208 volt power outlet for every two-dock door. Diesel trucks shall be prohibited from idling more than five minutes and must be required to connect to the 110/208 volt power to run any auxiliary equipment. Signage shall be provided.				

Oleander, Sundance, and Sundance 2 Development Projects Mitigation Monitoring and Reporting Program Summary Table

Mitigation Number	Mitigation Measure	Timing/ Schedule	Implementation Responsibility	Implementation and Verification
				Monitoring Action Date Completed
Cultural Resources				
4.4-3	Survey Previously Unexamined Areas before the Beginning of Any Project-Related Ground Disturbance and Implement Measures to Protect Archaeological Resources if Discovered during Surveys or Ground-Disturbing Activities Before the beginning of any project construction activity that could affect the previously unsurveyed portions of the project site, qualified archaeologists shall survey all portions of the site that were not examined during intensive surveys for the current effort, including an approximately 30-acre area in the southeastern portion of the project site near the intersection of Peach Avenue and Union Road. The survey shall be conducted during a time when the affected sites can be plowed and disced, so the natural ground surface can be examined for traces of prehistoric and/or historic-era cultural resources. Surveys of these areas would not be necessary if it is determined that they would not be affected by any project construction-related activity, including equipment staging or material stockpiling. A report of the survey results shall be prepared and submitted to the City for review. If the survey reveals the presence of cultural resources on the project site, the procedures outlined below shall be followed. If unrecorded cultural resources (e.g., unusual amounts of shell, animal bone, bottle glass, ceramics, structure/building remains, etc.) are encountered during surveys of the previously unexamined area where ground disturbance is planned or during project-related ground-disturbing activities, all ground-disturbing activities shall be restricted from being conducted within a 100-foot radius of the find. A qualified archaeologist shall identify the materials, determine their possible significance, and formulate appropriate measures for their treatment, which shall be implemented by the project applicants and their contractors. Potential treatment methods for significant and potentially significant resources may include, but would not be limited to, no action (i.e., resources determined not to be significant), avoidance of the resource through changes in construction methods or project design, and implementation of a program of testing and data recovery, in accordance with all applicable	Before issuance of grading permits for the Oleander project and during construction activities for each project	Project applicants; construction contractor(s)	Verify that an archaeological survey is completed for the Oleander project by a qualified archaeologist and (if cultural resources are found on the project site) that protective measures are implemented consistent with the recommendations of the archaeologists' report

Oleander, Sundance, and Sundance 2 Development Projects Mitigation Monitoring and Reporting Program Summary Table

Oleander, Sundance, and Sundance 2 Development Projects Mitigation Monitoring and Reporting Program Summary Table					
Mitigation Number	Mitigation Measure	Timing/ Schedule	Implementation Responsibility	Implementation and Verification	
				Monitoring Action	Date Completed
	federal and state requirements. Implementation of this measure would reduce the potential impacts on cultural resources in previously unsurveyed area to a less-than-significant level.				
4.4-4	Stop Potentially Damaging Work if Human Remains Are Uncovered During Construction, Assess the Significance of the Find, and Pursue Appropriate Management California law recognizes the need to protect interred human remains, particularly Native American burials and associated items of patrimony, from vandalism and inadvertent destruction. The procedures for the treatment of discovered human remains are contained in California Health and Safety Code Sections 7050.5 and 7052 and California Public Resources Code Section 5097. In accordance with the California Health and Safety Code, if human remains are uncovered during ground-disturbing activities, all such activities within a 100-foot radius of the find shall be halted immediately and the project applicants' designated representative shall be notified. The project applicants shall immediately notify the county coroner and a qualified professional archaeologist. The coroner is required to examine all discoveries of human remains within 48 hours of receiving notice of a discovery on private or state lands (Health and Safety Code Section 7050.5(b)). If the coroner determines that the remains are those of a Native American, he or she must contact the Native American Heritage Commission by phone within 24 hours of making that determination (Health and Safety Code Section 7050(c)). The project applicants' responsibilities for acting upon notification of a discovery of Native American human remains are identified in detail in the California Public Resources Code Section 5097.9. CCWD or its appointed representative and the professional archaeologist shall contact the Most Likely Descendant (MLD), as determined by the NAHC, regarding the remains. The MLD, in cooperation with the property owner and the lead agencies shall determine the ultimate disposition of the remains.	During construction activities for each project when remains are discovered	Project applicants; construction contractor(s)	Verify that construction activities cease if human remains are discovered and pursue appropriate management actions to remove and preserve encountered remains	

Oleander, Sundance, and Sundance 2 Development Projects Mitigation Monitoring and Reporting Program Summary Table

Mitigation Number	Mitigation Measure	Timing/ Schedule	Implementation Responsibility	Implementation and Verification	
				Monitoring Action	Date Completed
Hydrology / Water Quality					
4.5-1	Prepare and Implement a Stormwater Pollution Prevention Plan (SWPPP) that Minimizes the Potential Contamination of Surface Waters, and Comply with the Central Valley Regional Water Quality Control Board (RWQCB) Requirements to Protect Water Quality The project applicants shall consult with the Central Valley RWQCB to acquire the appropriate regulatory approvals that may be necessary to obtain the following: ▶ Section 401 water quality certification; ▶ SWRCB statewide NPDES stormwater permit for general construction activity; ▶ Central Valley RWQCB NPDES permit for construction dewatering activity; and ▶ any other necessary site-specific WDRs or waivers under the Porter-Cologne Act. As required under the NPDES stormwater permit for general construction activity, the project applicant shall prepare and submit the appropriate NOIs and prepare the SWPPP and any other necessary engineering plans and specifications for pollution prevention and control. The SWPPP and other appropriate plans shall identify and specify the use of erosion and sediment control BMPs, means of waste disposal, implementation of approved local plans, non-stormwater management controls, permanent post-construction BMPs, and inspection and maintenance responsibilities. The SWPPP shall also specify the pollutants that are likely to be used during construction that could be present in stormwater drainage and non-stormwater discharges. A sampling and monitoring program shall be included in the SWPPP that meets the requirements of SWRCB Order 99-08-DWQ to ensure that the BMPs are effective. Construction techniques shall be identified that would reduce the potential for runoff, and the plan shall identify the erosion and sedimentation control measures to be implemented. The SWPPP shall also specify spill prevention and contingency measures, identify the types of materials used for equipment operation, and identify measures to	Before issuance of grading permits for each project	Project applicants	Verify acquisition of 401 Water Quality Certification, NPDES stormwater permit, NPDES construction dewatering permit, and any other site-specific WDRs	

Oleander, Sundance, and Sundance 2 Development Projects Mitigation Monitoring and Reporting Program Summary Table

Mitigation Number	Mitigation Measure	Timing/ Schedule	Implementation Responsibility	Implementation and Verification	
				Monitoring Action	Date Completed
	prevent or clean up spills of hazardous materials used for equipment operation and hazardous waste. Emergency procedures for responding to spills shall also be identified. BMPs identified in the SWPPP shall be used in all subsequent site development activities. The SWPPP shall identify personnel training requirements and procedures that would be used to ensure that workers are aware of permit requirements and proper installation and performance inspection methods for BMPs specified in the SWPPP. The SWPPP shall also identify the appropriate personnel responsible for supervisory duties related to implementation of the SWPPP. All construction contractors shall retain a copy of the approved SWPPP on the construction site. The project applicants shall also prepare and submit an NOI and acquire authorization for the Central Valley RWQCB NPDES permit for construction dewatering activities that may be necessary for foundation and utility installations within the project site. Under SWRCB Order 99-08-DWQ, as amended, the SWRCB has determined that implementation of a SWPPP, the BMPs identified in the SWPPP, and the monitoring and sampling program required in the SWPPP are considered to meet the water quality requirements of the Porter-Cologne Act, barring a violation identified by the monitoring or sampling procedures.				
4.5-2	Implement BMPs that Minimize the Potential Long-Term Water Quality Effects of Urban Runoff The project applicants shall implement permanent water quality features (BMPs) designed in conformance with standards of the Central Valley RWQCB, the City of Manteca, and SSJID. The project applicants shall implement BMPs such as, but not limited to, the following: a) Post-development peak storm water runoff discharge rates shall not exceed the estimated pre-development rate for developments where the increased peak storm water discharge rate would result in increased potential for downstream erosion. b) If applicable, the following items are required and shall be implemented in the site layout during the subdivision design and approval process, consistent with applicable City of Manteca General	Before issuance of grading permits for each project	Project application construction contractor(s)	Verify BMPs have been incorporated in project design and post-project peak storm water runoff discharge rates do not exceed the estimated pre-project rate	

Oleander, Sundance, and Sundance 2 Development Projects Mitigation Monitoring and Reporting Program Summary Table

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				Monitoring Action	Date Completed
	Plan policies:				
	- concentrate or cluster development on portions of a site while leaving the remaining land in a natural undisturbed condition; - limit clearing and grading of native vegetation at a site to the minimum amount needed to build lots, allow access, and provide fire protection; - maximize trees and other vegetation at each site by planting additional vegetation, clustering tree areas, and promoting the use of native and/or drought tolerant plants; - promote natural vegetation by using parking lot islands and other landscaped areas; and - preserve riparian areas and wetlands.				
c)	The project shall be designed to minimize, to the maximum extent practicable, the introduction of pollutants of concern that may result in significant impacts, generated from site runoff of directly connected impervious areas (DCIA), to the storm water conveyance system as approved by the City. Pollutants of concern consist of any pollutants that exhibit one or more of the following characteristics: current loadings or historic deposits of the pollutant are adversely affecting the beneficial uses of a receiving water, elevated levels of the pollutant are found in sediments of a receiving water and/or have the potential to bioaccumulate in organisms therein, or the detectable inputs of the pollutant are at concentrations or loads considered potentially toxic to humans and/or flora and fauna.				
d)	Project plans shall include BMP's consistent with local codes, ordinances, or other regulatory mechanism to decrease the potential of slopes and/or channels from eroding and affecting stormwater runoff: - convey runoff safely from the tops of slopes and stabilize disturbed slopes; - use natural drainage systems to the maximum extent practicable; - stabilize permanent channel crossings; - vegetate slopes with native or drought tolerant vegetation, as appropriate; and				

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Mitigation Number	Mitigation Measure	Timing/ Schedule	Implementation Responsibility	Implementation and Verification	
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	- install energy dissipaters, such as riprap, at the outlets of new storm drains, culverts, conduits, or channels that enter unlined channels in accordance with applicable specifications to minimize erosion, with the approval of all agencies with jurisdiction (e.g., USACE and DFG). c) The project applicants shall provide storm drain system stenciling and signage, where appropriate. Storm drain stencils are highly visible source controls that are typically placed directly adjacent to storm drain inlets. The stencil contains a brief statement that prohibits the dumping of improper materials into the storm water conveyance system. Graphical icons, either illustrating anti-dumping symbols or images of receiving water fauna, are effective supplements to the anti-dumping message. All storm drain inlets and catch basins within the project area shall be stenciled with prohibitive language (e.g., NO DUMPING – DRAINS TO RIVER) and/or graphical icons to discourage illegal dumping. f) Where proposed project plans include outdoor areas for storage of materials that may contribute pollutants to the storm water conveyance system, the following structural or treatment BMPs shall be implemented: - Materials with the potential to contaminate storm water shall be: (1) placed in an enclosure such as, but not limited to, a cabinet, shed, or similar structure that prevents contact with runoff or spillage to the storm water conveyance system; or (2) protected by secondary containment structures such as berms, dikes, or curbs; - The storage area shall be paved and sufficiently impervious to contain leaks and spills; and - The storage area shall have a roof or awning to minimize collection of storm water within the secondary containment area. g) To minimize the off-site transport of pollutants in parking areas, the following design criteria shall be implemented: - reduce impervious land coverage of parking areas, and - infiltrate or treat runoff.				

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Mitigation Number	Mitigation Measure	Timing/ Schedule	Implementation Responsibility	Implementation and Verification	
				Monitoring Action	Date Completed
4.5-3	Implement Mitigation Measure 4.8-4 (Reevaluate City's Stormwater Capacity and Either Secure Will Serve Letter from City or Fully Fund Drain 8 Improvements) to Achieve Adequate Stormwater Capacity The project applicants shall implement Mitigation Measure 4.8-4, which requires the project applicants, in consultation with the City, to determine whether any stormwater capacity is available that could be served by the City's existing facilities. If the City determines that additional capacity is available within the City's existing system, the project applicants shall secure a will serve letter from the City indicating that remaining capacity could serve all or a portion of remaining project demands. If it is determined that additional capacity is not available within the City's system or would only meet a portion of the City's demands, the project applicants shall fully fund the necessary improvements to Drain 8, which include construction of the south drain pump station at SR 120 (between South Airport Way and McKinley Avenue) and pipeline installation from the project site to the pump station (along East Woodward Avenue). These improvements would upgrade the City's stormwater system and would provide adequate stormwater capacity for full buildout of the proposed project.	Before issuance of grading permits for each project	Project applicants	Verify that the City Public Works Department has confirmed that adequate stormwater capacity is available to serve the project	
Noise					
4.6-2	Implement Measures to Control Stationary- and Area-Source Noise Levels a) The project applicants shall ensure implementation of the following mitigation measures in the design and operation of the proposed project to reduce exposure of nearby existing off-site sensitive receptors to noise levels that exceed the City's standards for non-transportation noise sources. Mitigation measures shall include, but are not limited to, the following: • locate mechanical equipment (e.g., air conditioning and ventilation systems, pump stations) at the farthest distance from and/or shielded from nearby residences; and • limit noise-generating operational activities associated with the proposed commercial land uses, including truck deliveries and	Before issuance of building permits for each project	Project applicants; construction contractor(s)	Verify that exposure of sensitive receptors to noise sources has been reduced in project design consistent with City standards; and verify that proposed landscaping contracts adhere to prescribed	

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Mitigation Number	Mitigation Measure	Timing/ Schedule	Implementation Responsibility	Implementation and Verification	
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	the loading and unloading of materials, to the less noise-sensitive hours of the day (7:00 a.m. to 7:00 p.m.). h) The following measures shall apply to noise-generating activities associated with the project's proposed recreational land uses, including neighborhood parks and open space areas: - On-site landscape maintenance equipment shall be equipped with properly operating exhaust mufflers and engine shrouds, in accordance with manufacturers' specifications. - The operation of on-site landscape maintenance equipment shall be limited to the least noise-sensitive daytime hours of 7 a.m. to 7 p.m. - Outdoor use of amplified sound systems shall be limited to the least noise-sensitive daytime hours of 7 a.m. to 7 p.m. - Use of on-site outdoor recreational facilities shall conform to City regulations.			operation limitations	
4.6-4	Implement Measures to Ensure Compatibility of the Proposed Land Uses with Projected On-site Noise Levels a) The project applicants shall implement Mitigation Measures 4.6-2(a) and (b). b) The project applicants shall also implement the following measures: - use increased noise-attenuation measures in building construction (e.g., dual-pane, sound-rated windows; mechanical air systems; exterior wall insulation); - a noise study to determine the necessary height for the sound wall shall be prepared and submitted to the City before final improvement plans are submitted; - sound barriers shall be constructed to protect noise-sensitive land uses proposed on the site from exterior noise levels generated by surface transportation noise sources. Locations for sound barriers shall include the project site's north boundary along SR 120 and the project's east boundary along Union Road. According to the City of Manteca's General Plan Noise Element, Policy N-P-11 as discussed in the Regulatory Setting (Section 4.6.2), for	Before issuance of building permits for each project	Project applicants	Verify that project applicants have demonstrated that the height of sound walls would achieve City noise standards for on-site land uses; and verify that standard lease agreements and property title agreements acknowledge the City's Right-to-Farm Ordinance noise exemptions	

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	residential development backing onto a freeway, the developer shall be required to build a sound barrier wall, and provide for other appropriate mitigation measures to satisfy the performance standards in Table 4.6-4 (in the Draft EIR). Sound barriers may consist of an earthen berm and/or sound wall of sufficient density and shall be designed according to the design parameters established by the Caltrans' Traffic Noise Protocol (Caltrans 1998). All outdoor human-made noise barriers shall have an aesthetically pleasing appearance and blend well with the color and character of surrounding homes or other facilities. Final design and specifications for the proposed noise barrier shall be developed in consultation with an acoustical engineer. in accordance with the City of Manteca Health and Safety Code 8.24 Right to Farm, all real estate transactions or lease agreements for on-site proposed residential land uses shall disclose the presence of agricultural operations on adjacent parcels, which could result in nuisance associated with noise levels in excess of applicable standards. Lawful and proper agricultural operations are exempt from these standards.				
Transportation and Circulation					
4.7-1	Pay Fair Share Cost for the Installation of Traffic Signals at Four Intersections and Intersection Approach Widening The installation of a traffic signal at the following intersections has been identified as needed in the peak-hour signal warrant analysis: - Airport Way and SR 120 westbound ramps intersection, - Airport Way and SR 120 eastbound ramps intersection, - Union Road and SR 120 westbound ramps intersection, and - Union Road and SR 120 eastbound ramps intersection. Because these intersections currently warrant the installation of a signal, the project applicants shall pay their fair share of the cost for installation of these four traffic signals. These signals shall be installed on or before issuance of the 300th building permit. The project applicants may be referred to fund and install these signals at their expense and would be	Before issuance of the cumulative 250th building permit for all three projects	Project applicants	Verify payment of fair-share fees for this improvement to the City of Manteca prior to issuance of the 250th building permit for any project at the site; and verify that the signals are installed prior to the issuance of	

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	reimbursed monies in excess of their fair share portions once monies are collected from surrounding developments. The implementation of this measure would improve operation of these intersections to LOS B or C. The total dollar amount shall be determined in consultation with the City when final project approvals are sought. Payment for improvements will occur as part of the collection of PFIP fees at the issuance of building permits. These four intersections would be widened to provide additional width to accommodate turn pockets. The westbound intersection off-ramps at Airport Way and Union Road would widen the approaches to provide separate left-turn pockets to accommodate the additional project-generated traffic. The eastbound intersection off-ramps at Airport Way and Union Road would widen the approaches to provide separate right-turn pockets to accommodate the additional project-generated traffic. These improvements may require widening of the off-ramps to accommodate the additional lanes. Funding for these improvements would be from the traffic impact fees paid by the applicant. The project applicants shall coordinate with Caltrans and the City of Manteca to implement these mitigation measures.			the cumulative 300th building permit for all three projects	
4.7-3	Implement Measures to Reduce Project Impacts to Freeway Operations (a) The project applicants shall implement Mitigation Measure 4.7-1, which requires the project applicants to pay their fair share of the cost for installing a new traffic signal at: ▶ Airport Way and SR 120 westbound ramps intersection, ▶ Airport Way and SR 120 eastbound ramps intersection, ▶ Union Road and SR 120 westbound ramps intersection, and ▶ Union Road and SR 120 eastbound ramps intersection. (b) The project applicants shall coordinate with Caltrans to investigate the feasibility of future ramp metering, high occupancy vehicle lanes, and auxiliary lanes in the Traffic Operations Reports that are being prepared for the SR 120/Airport Way and SR 120/Union Road interchanges. The project applicants shall pay their fair share of the cost for installation of the four traffic signals identified above. These signals shall be installed	For (a) and (b), Developer's fair share fees shall be paid at issuance of each building permit for any project, except for the Airport Way and Highway 120 eastbound ramps intersection, which shall be paid in full, before issuance of the cumulative 300 th building permit for	Project applicants	Verify payment of fair-share fees for this improvement to the City of Manteca prior to issuance of the 250th building permit for any project at the site; and verify that the signals are installed prior to the issuance of the cumulative 300th building	

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	on or before issuance of the 300th building permit. The project applicants may be referred to fund and install these signals at their expense and would be reimbursed monies in excess of their fair share portions once monies are collected from surrounding developments. The total dollar amount shall be determined in consultation with the City when final project approvals are sought. Payment for improvements will occur as part of the collection of PPJP fees at the issuance of building permits. The widening of SR 120 from four to six lanes would improve operating conditions of this freeway segment and is identified by the SJCOG Regional Transportation Plan as a Tier 1 improvement; however, this improvement is not currently funded for design or construction. In addition, the SJCOG does not have any funding mechanisms established to collect monies for this improvement. While this improvement would improve operations of this mainline segment to acceptable levels and would reduce the project's impact to a less-than-significant level, it is unknown when this improvement would be implemented. Further, this improvement is not subject to the control of the City or the project applicants and its implementation cannot be guaranteed. Therefore, for purposes of this CEQA analysis, this impact would be significant and unavoidable.	all three projects.		permit for all three projects	
4.7-4(a)	Provide Turn/Through Lanes at Two Intersections The project applicants shall provide the following on the eastbound approach of the Airport Way and SR 120 intersection: ▶ a shared left-turn/through lane, and ▶ a separate right-turn lane. Implementation of this measure would maintain operation of this intersection at LOS D. This improvement has been identified in the City's PPJP, for which monies are being collected to implement this improvement. The project applicants shall provide the following on the southbound approach of the intersection of Union Road and Woodward Avenue: ▶ a separate left-turn lane, and ▶ a shared right-turn/through lane. Implementation of this measure would improve operation of this	Developer's fair share fees shall be paid at issuance of each building permit for any project, except for the Airport Way and Highway 120 eastbound ramps intersection, which shall be paid in full, before issuance of the cumulative 300th building permit for	Project applicants; City	Verify payment of fair-share fees for this improvement to the City prior to issuance of the 250 th building permit for any project at the site; and verify that the signals are installed prior to the issuance of the cumulative 300 th building	

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	intersection to LOS C. This improvement has been identified in the City's PPIP, for which monies are being collected to implement this improvement. These improvements shall be constructed on or before issuance of the 300th building permit.	all three projects.		permit for all three projects	
4.7-4(h)	Pay Fair Share Cost for the Widening of Airport Way and Union Road The widening of Airport Way and Union Road has been identified as needed by the City's General Plan. The project applicants shall pay their fair share of the cost for widening Airport Way and Union Road, as follows: ▶ Airport Way north of SR 120, widen from 2 to 4 lanes; ▶ Airport Way south of SR 120, widen from 2 to 4 lanes; ▶ Union Road north of SR 120, widen from 2 to 4 lanes; and ▶ Union Road south of SR 120, widen from 2 to 6 lanes. These improvements have been identified in the City's PPIP, for which monies are being collected. The project applicants shall coordinate with the City as to timing of implementation of this mitigation measure. Implementation of this measure would improve cumulative operations of these roadways to LOS C and LOS D. The total dollar amount shall be determined in consultation with the City when final project approvals are sought. Payment for improvements will occur as part of the collection of PPIP fees at the issuance of building permits.	Before issuance of the building permits for any project	Project applicants	Verify payment of fair-share fees to City of Manteca prior to issuance of each building permit for any project	
4.7-5	Prepare and Implement a Construction Traffic Control Plan Before the issuance of any grading permits, the project applicants shall prepare a construction traffic control plan that shall be applied to all construction activities associated with the project. The plan shall include, at a minimum, the following conditions: ▶ Local roadways shall be jointly monitored by the City and project applicants every six months to determine whether project-related construction traffic is degrading roadway conditions. Roadways with potential to be damaged by construction traffic and included in the monitoring effort shall be agreed to by the City and the project applicants. ▶ All degradation of pavement conditions because of project-related construction traffic shall be fully repaired by the project applicants to	Before issuance of the 1 st grading permit for each project	Project applicants	Verify preparation of construction traffic plan that covers each project phase	

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Mitigation Number	Mitigation Measure	Timing/ Schedule	Implementation Responsibility	Implementation and Verification	
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	the satisfaction of the City of Manteca, based on maintaining at least pre-construction conditions. Procedures shall be provided for any road closures and movement of large construction vehicles such as cranes and dump trucks. Plans shall be provided for lane closures, including times (e.g., limit closures to between 9:00 AM and 4:00 PM).				
4.7-6(a)	Modify the Woodward Avenue and Oleander Avenue Intersection The project applicants shall modify the Woodward Avenue and Oleander Avenue intersection to operate as an all-way stop controlled intersection and provide a left-turn pocket.	Before issuance of 1 st building permit for each project	Project applicants	Verify construction of left-turn pocket	
4.7-6(h)	Design Vehicular, Pedestrian, and Bicycle Access that Meets the City's Standards The project applicants shall submit tentative maps to the City that demonstrate proposed vehicular, pedestrian, and bicycle access on the project site and between the project site and existing development to the north and west that would meet the City of Manteca General Plan, 2003 Bicycle Master Plan, and project standards.	Before issuance of building permits for each project	Project applicants	Verify the design of vehicular, pedestrian, and bicycle access to the project site conforms to city standards	
4.7-7	Prepare and Submit for City Approval a Construction Management Plan Prior to the issuance of grading permits, the project applicants shall prepare a Construction Management Plan and submit the plan to the City of Manteca Public Works Department for review and approval. The Construction Management Plan shall identify the timing of construction and the timing of elements that would result in the full or partial blockage of local roadways. The plan shall specify the measures that would be implemented to minimize traffic-related impacts, including construction parking during construction, which shall be limited to on-site areas or facilities designated for parking uses (e.g., parking garage). These measures could include, but are not limited to the following: use of signage notifying travelers that they are entering a construction zone; and use of cones, flaggers, and guide-vehicles to direct traffic through the construction zone. All roadway damage(s) as a result of construction shall be repaired in similar fashion as stated in the mitigation for monitoring efforts. A copy of the plan shall be submitted to local emergency response agencies and these	Before issuance of grading permits for each project	Project applicants	Verify preparation and submittal of Construction Management Plan; and Verify Construction Management Plan submitted to local emergency response agencies	

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	agencies shall be notified at least 14 days before the commencement of construction that would partially or fully obstruct local roadways.				
4.7-8	Coordinate with the City Regarding Required Number of Parking Spaces and Design Parking Areas in Accordance with City Standards At the time improvement plans are submitted to the City for the commercial site, the project applicants shall coordinate with the City of Manteca to identify the required number of parking spaces to be provided at the proposed commercial site. The project applicants shall design the commercial site to provide the appropriate number of spaces and shall design the commercial parking areas in accordance with the City's zoning code, including stall size, aisle size, and access driveways.	Before approval of tentative maps for the commercial site associated with the Sundance 2 project	Project applicants	Verify parking design conforms to city standards	
4.7-10	Coordinate with the City to Ensure the Provision of Bus Transportation Services The project applicants shall coordinate with the City to ensure that bus transportation services are provided to the project in accordance with City standards. Because it cannot be guaranteed at this time that appropriate bus services would be provided to the proposed project site, this impact would remain significant and unavoidable.	Before project buildout of the three projects	Project applicants	Verify that bus services are planned for the proposed projects and conform to City standards	
Utilities and Service Systems					
4.8-3	Install Wastewater Conveyance Improvements to Ensure Adequate Wastewater Conveyance Capacity for the Project The project applicants shall fully fund and install a pump station and a new force main to convey wastewater to the proposed Tara Park pump station (to be located at Woodward Avenue and McKinley Avenue). Installation of these improvements would provide adequate wastewater conveyance capacity for the proposed project. Construction of these improvements would occur on the project site and would also extend east along Woodward Avenue to the proposed Tara Park pump station (at McKinley Avenue).	Before issuance of the 1 st building permit for any project	Project applicants	Verify pump station and force main are constructed	

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Mitigation Number	Mitigation Measure	Timing/ Schedule	Implementation Responsibility	Implementation and Verification	
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4.8-4	Reevaluate City's Stormwater Capacity and Either Secure Will Serve Letter from City or Fully Fund Drain 8 Improvements a) The project applicants, in consultation with the City, shall determine whether any stormwater capacity is available on or before 80% buildout of the 541 units [344 for Sundance; 197 units for Oleander] that could be served by the City's existing facilities. If the City determines that additional capacity is available within the City's existing system (i.e., if buildout of other development does not occur as anticipated), the project applicants shall secure a will serve letter from the City indicating that remaining capacity could serve all or a portion of remaining project demands (i.e., demands from 533 units). If sufficient capacity is available to meet total buildout demands, no further mitigation would be required. b) If it is determined that additional capacity is not available within the City's system or would only meet a portion of the City's demands, the project applicants shall fully fund the necessary improvements to Drain 8, which include construction of the south drain pump station at SR 120 (between South Airport Way and McKinley Avenue) and pipeline installation from the project site to the pump station (along East Woodward Avenue). These improvements would upgrade the City's stormwater system and would provide adequate stormwater capacity for full buildout of the proposed project. Construction of these improvements would occur on the project site and would also extend east along Woodward Avenue (pipeline) and at SR 120 between South Airport Way and McKinley Avenue (pump station).	Before issuance of a cumulative total of 541 grading permits for the three projects	Project applicants	Verify that adequate stormwater capacity is available, or confirm that adequate facilities have been constructed to serve the project	
Biological Resources					
4.9-2	Comply with SJMSCP Requirements for Special-status Plant Species The project applicants shall request coverage under the SJMSCP and fees shall be paid in the amount determined by SICOOG during the application and review process for the project. SICOOG may also determine, based on an independent review by a qualified biologist, that the following mitigation shall be implemented to reduce impacts to special-status plants: a) Before project construction, surveys for the special-status plants	Before issuance of grading permits for each project	Project applicants	Verify payment of fees to SICOOG and completion of pre-construction surveys for each project	

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	listed in Table 4.9-1 shall be conducted by a qualified botanist at the appropriate time of year when the target species would be in flower or otherwise clearly identifiable. Surveys shall be conducted in accordance with specific methodologies described in Section 5.2.2.5 of the SJMSCP. If special-status plants are found, the following measures shall be implemented: ▶ Sanford's arrowhead and slough thistle: The SJMSCP requires complete avoidance for these species; therefore, potential impacts on these species could not be covered through participation in the plan. If these species are present in the project area and cannot be avoided, a mitigation plan shall be developed, with review and input from the regulatory agencies (e.g., DFG). The mitigation plan shall identify mitigation measures for any populations affected by the project, such as creation of off-site populations through seed collection or transplanting, preserving and enhancing existing populations, or restoring or creating suitable habitat in sufficient quantities to compensate for the impact. All mitigation measures that the City determines through this consultation to be necessary shall be implemented by the project proponent. These measures shall be designed to ensure that the project does not result in a net reduction in the population size or range of Sanford's arrowhead and slough thistle. ▶ Rose mallow and Delta tule pea: These species are considered widely distributed species by the SJMSCP, and dedication of conservation easements is the preferred option for mitigation. If these species are found in the project area, the possibility of establishing a conservation easement shall be evaluated. If dedication of a conservation easement is not a feasible option, payment of SJMSCP development fees may be used to mitigate impacts on these species. Use of conservation easements or development fees for establishment of habitat preserves, or a combination of the two mechanisms, shall be sufficient to avoid an overall net reduction in the population size or range of rose-mallow and Delta tule pea.				

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4.9-3	Wright's trichocoronis: This species is considered narrowly distributed by the SJMSCP, and dedication of conservation easements is the preferred option for mitigation. If this species is found in the project area, the possibility of establishing a conservation easement shall be evaluated. If dedication of a conservation easement is not an option, the SJMSCP requires consultation with the permitting agency representatives on the Technical Advisory Committee to determine the appropriate mitigation measures. These may include seed collection or other measures and would be determined on a population basis, taking into account the species type, relative health, and abundance. After the appropriate mitigation has been determined, it shall be implemented by the project applicants. Comply with SJMSCP Requirements for Special-status Wildlife Species The project applicants shall request coverage under the SJMSCP and fees shall be paid in the amount determined by SJCOG during the application and review process for the project. SJCOG may also determine, based on independent review by a qualified biologist, that the following mitigation shall be implemented to reduce impacts to Swainson's hawk, burrowing owl, white-tailed kite, and northern harrier: Swainson's Hawk a) If the project applicants elect to remove nest trees, then nest trees shall be removed between September 1 and February 15, when the nests are unoccupied. b) If the project applicants elect to retain a tree with an active nest or a nest becomes established in a suitable nest tree during the construction period, a setback shall be established that excludes all construction activities within a distance of two times the dripline of the tree, measured from the nest. This setback shall be maintained during the nesting season for the period encompassing nest building and continuing until fledglings leave the nest. Setbacks shall be marked by brightly colored temporary fencing or other obvious markers.	Before issuance of grading permits for each project	Project applicants	Verify payment of fees to SJCOG and required setbacks are established before grading activities commence	

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Burrowing Owl					
	a) Burrowing owl may be discouraged from entering or occupying construction areas by discouraging the presence of ground squirrel. To accomplish this, the project applicants could prevent ground squirrel from occupying the project site by employing one of several methods outlined in Section 5.2.4.15 of the SJMSCP. These include retention of tall vegetation, regular discing of the site, or use of chemicals or traps to kill ground squirrel. b) Preconstruction surveys for burrowing owls shall be conducted within 75 meters of areas of project activity in locations with potential burrow habitat, including field edges, roadsides, levees, and fallow fields. Actively farmed agricultural fields and regularly disced or graded fields do not provide suitable burrow sites and need not be surveyed. The survey shall be conducted within 1 week before the beginning of construction. If burrowing owls are found, the following measures shall be implemented: ▶ During the nonbreeding season (September 1 through January 31), burrowing owls occupying the project site shall be evicted from the project site by passive relocation as described in the DFG's Staff Report on Burrowing Owls (California Department of Fish and Game 1995). ▶ During the breeding season (February 1 through August 31), occupied burrows shall not be disturbed and shall be provided with a 75-meter protective buffer until and unless the Technical Advisory Committee, with the concurrence of the permitting agencies' representatives on the Technical Advisory Committee, or a qualified biologist approved by the permitting agencies, verifies through noninvasive means that either (1) the birds have not begun egg laying or (2) juveniles from the occupied burrows are foraging independently and are capable of independent survival. After the fledglings are capable of independent survival, the burrow can be destroyed.				
White-tailed Kite					
	Preconstruction surveys shall investigate all potential nesting trees on the project site (e.g., especially tree tops 15-59 feet above the ground in oak,				

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	willow, eucalyptus, cottonwood, or other deciduous trees), during the nesting season (February 15 to September 15), whenever white-tailed kite is noted on-site or within the vicinity of the project site during the nesting season. A setback of 500 feet from nesting areas shall be established and maintained during the nesting season for the period encompassing nest building and continuing until fledglings leave nests. Northern Harrier A setback of 500 feet from nesting areas shall be established and maintained during the nesting season for the period encompassing nest building and continuing until fledglings leave nests. This setback shall apply whenever construction or other ground-disturbing activities must begin during the nesting season in the presence of nests which are known to be occupied. Setbacks shall be marked by brightly colored temporary fencing.				
4.9-4	Conduct Preconstruction Surveys, Establish Buffers, and Monitor, as Required, to Reduce/Avoid Impacts to Other Nesting Raptors Common raptors are not covered by the SJMSCP. Therefore, the following mitigation measures shall be implemented to reduce impacts to these species: a) If project activity would commence during the raptor nesting season (February 15 to September 15), preconstruction surveys shall be conducted in areas of suitable nesting habitat within 500 feet of project activity. Surveys shall be conducted within 14 days prior to commencement of project activity. If no active nests are found, no further mitigation shall be required. b) If active nests are found, impacts shall be avoided by establishment of appropriate buffers. No project activity shall commence within the buffer area until a qualified biologist confirms that the nest is no longer active. DFG guidelines recommend implementation of 500-foot buffers, but the size of the buffer may be adjusted if a qualified biologist determines that the project activity would not be likely to adversely affect the nest. Monitoring of the nest by a qualified biologist may be required if the activity has potential to adversely affect the nest.	Before issuance of grading permits for each project	Project applicants	Verify payment of fees to SICOG, completion of pre-construction surveys, and establishment of required setbacks	

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Mitigation Number	Mitigation Measure	Timing/ Schedule	Implementation Responsibility	Implementation and Verification	
				Monitoring Action	Date Completed
4.9-5	Conduct a Tree Survey and Implement Measures to Reduce/Avoid Impacts on Protected and Heritage Trees 1) Before project implementation, a tree survey shall be conducted by an arborist certified by the International Society of Arboriculture (ISA) to enumerate and evaluate all trees on the site that meet the standards in the City Code. 2) All trees that meet the following criteria shall be avoided and protected during all construction activity: ▶ native oak trees with a trunk at least 6 inches in diameter at a height of 4.5 feet above the ground; and ▶ heritage trees (all trees with a trunk diameter of 30 inches at a height of 2 feet above the ground). 3) Trees that are subject to protection, but must be removed as a result of project implementation, shall be replaced with in-kind species in accordance with tree planting specifications established by the City tree ordinance. Native oak trees shall be replaced at a ratio of 3 to 1 and heritage trees shall be replaced at a ratio of 5 to 1. 4) Replacement tree plantings shall be monitored for 3 years in accordance with monitoring protocols set forth in the City tree ordinance. 5) If monitoring indicates that replacement plantings are not meeting performance standards, remedial measures shall be implemented. Appropriate measures shall be determined in coordination with the City.	Before issuance of grading permits for each project	Project applicants	Verify completion of site-specific tree survey and preparation of tree mitigation plan (if necessary)	
4.9-6	Complete a Wetland Delineation, Obtain USACE Verification, and Acquire the Necessary Permits to Reduce/Avoid Impacts on Sensitive Natural Habitats 1) A delineation of waters of the United States, including wetlands that would be affected by the project, shall be made by qualified biologists through the formal Section 404 wetland delineation process. The delineation shall be submitted to and verified by USACE. 2) Prior to any on-site grading, a temporary buffer (construction fencing or similar material) of at least 50 feet shall be established around the on-site irrigation ditches, which are potentially subject to USACE jurisdiction, to protect the ditches from potential conversion and/or	Before issuance of grading permits for the on-site wetland feature	Project applicants	Verify completion of site-specific delineation of waters of the United States and acquisition of required permits from the USACE	

Oleander, Sundance, and Sundance 2 Development Projects Mitigation Monitoring and Reporting Program Summary Table

Mitigation Number	Mitigation Measure	Timing/ Schedule	Implementation Responsibility	Implementation and Verification	
				Monitoring Action	Date Completed
	fill of waters of the United States and potential disturbance or removal of freshwater marsh habitat.				
	3) The applicant shall avoid any fill of the irrigation ditches on site until either: a) the USACE verifies the ditches are non-jurisdictional; or b) the USACE issues a permit to fill the ditches.				
	4) If, based on the verified delineation, it is determined that fill of waters of the United States would result from project implementation, authorization for such fill shall be secured from USACE through the Section 404 permitting process.				
	5) The project applicants shall also consult with DFG to determine whether a Section 1602 Streambed Alteration Agreement may be required for alteration of irrigation ditches and impacts to freshwater marsh habitat.				
	6) The acreage of waters of the United States and freshwater marsh habitat that would be removed shall be replaced or restored/enhanced on a "no net loss" basis in accordance with USACE and DFG regulations and Development Title 9-1505. Habitat restoration, enhancement, and/or replacement shall be at a location and by methods agreeable to USACE and DFG, as determined during the permitting processes for CWA Section 404 and California Fish and Game Code Section 1602.				
Other Mitigation Measures Identified in the Initial Study					
Aesthetics					
VISUAL, 1	Submit a Detailed Lighting Plan The project applicants shall submit a detailed lighting plan, in conformance with City of Manteca standards, to minimize the encroachment of project-related lighting to the maximum degree feasible to adjacent areas before project approval. The lighting plan shall specify protective measures such as down- and side-shielding, and/or the use of directional lighting. Other features such as low-sodium filaments may also be incorporated into the lighting plan to minimize the encroachment of glare on off-site areas.	Before issuance of building permits for each project	Project applicants	Verify lighting plans conform to City standards	

Oleander, Sundance, and Sundance 2 Development Projects Mitigation Monitoring and Reporting Program Summary Table

Mitigation Number	Mitigation Measure	Timing/ Schedule	Implementation Responsibility	Implementation and Verification	
				Monitoring Action	Date Completed
Geology and Soils					
GEO 1	Adhere to the Recommendations in the Geotechnical Services Reports The project applicants and construction contractors shall adhere to the recommendations provided in the geotechnical reports that were prepared for the proposed project to minimize or avoid damage from liquefaction. Possible measures would include, but shall not be limited to, over-excavating and recompacting the area with engineered fill or in-place soil densification. In-place soil densification measures could include deep dynamic compaction, compaction grouting, vibro-compaction, and the use of nonliquefiable caps.	During construction activities	Project applicants; construction contractor(s)	Verify project adheres to geotechnical recommendations	
GEO 2	Develop and Implement an Erosion Control Plan The project applicants shall develop and implement an Erosion Control Plan. A grading and erosion control plan shall be prepared by a California registered civil engineer and submitted to the Manteca Department of Public Works for all new development. The plan shall be consistent with the CRC grading requirements and shall include the site-specific grading proposed for the new development. The project applicants shall ensure that the construction contractor is responsible for securing a source of transportation and deposition of excavated materials.	Before issuance of grading permits for each project and during construction activities	Project applicants; construction contractor(s)	Verify preparation of grading and erosion control plan for each project	
GEO 3	Implement Best Management Practices To ensure that soils do not directly or indirectly discharge sediments into surface waters as a result of construction activities, water quality protection measures shall be implemented by the project applicants/construction contractor during construction. The mitigation measures shall be in accordance with Central Valley Regional Water Quality Control Board (Central Valley RWQCB) regulations regulating control of stormwater discharges under the National Pollutant Discharge Elimination System (NPDES) program which requires the applicant to: File a Notice of Intent (NOI) to discharge stormwater with the Central Valley RWQCB;	Before issuance of grading permits for each project and during construction activities	Project applicants; construction contractor(s)	Verify filing of Notice of Intent to the Central Valley RWQCB; verify preparation of Storm Water Pollution Prevention Plan	

Oleander, Sundance, and Sundance 2 Development Projects Mitigation Monitoring and Reporting Program Summary Table

Mitigation Number	Mitigation Measure	Timing/ Schedule	Implementation and Verification	
			Implementation Responsibility	Monitoring Action Date Completed
	- Prepare a Storm Water Pollution Prevention Plan (SWPPP) that identifies best management practices (BMPs) that would be employed to prevent or minimize the discharge of sediments and other contaminants with the potential to affect beneficial uses or lead to violation of water-quality objectives; - Complete a self-implemented annual monitoring program and prepare a report on BMP performance; and - BMPs shall include dust control measures such as wetting the top layer of exposed soils and covering soil stockpiles, as necessary.			
Hazards and Hazardous Materials				
HAZARD 1	Prepare a Site Health and Safety Plan To avoid health risks to construction workers, the contractor shall prepare a site health and safety plan. This plan will outline measures that shall be employed to protect construction workers and the public from exposure to hazardous materials during demolition and construction activities. These measures could include, but would not be limited to posting notices, limiting access to the site, air monitoring, watering, and installation of wind fences. Development contractors shall be required to comply with state health and safety standards for all demolition work. If necessary, this shall include compliance with federal Occupational Health and Safety Administration and Cal-OSHA requirements regarding exposure to asbestos and lead-based paint.	Before issuance of grading permits for each project	Project applicants; construction contractor(s)	Verify preparation of site-specific Health and Safety Plan
HAZARD 2	Sample and Test On-site Soils and Groundwater Before demolition of any structures associated with past and current farming operations (e.g., buildings, USTs, ASTs, tanks, etc.), the project applicants shall investigate the extent to which soil and/or groundwater has been contaminated from these past operations. This investigation shall follow the ESAs and/or other appropriate testing guidelines and shall include, as necessary, analysis of soil and/or groundwater samples taken at or near the potential contamination sites. If the results indicate that contamination exists at levels above regulatory action standards, then the San Joaquin County Department of Environmental Health (SICDEH) shall be notified and the site shall be remediated in accordance with recommendations made by	Before issuance of grading permits for each project	Project applicants; construction contractor(s)	Verify preparation of a site remediation plan, if necessary

Oleander, Sundance, and Sundance 2 Development Projects Mitigation Monitoring and Reporting Program Summary Table

Mitigation Number	Mitigation Measure	Timing/ Schedule	Implementation Responsibility	Implementation and Verification	
				Monitoring Action	Date Completed
	appropriate federal, state, or local regulatory agencies. The agencies involved would depend on the type and extent of contamination. Remediation activities could include, but would not be limited to, the excavation of contaminated soil areas and hauling of contaminated soil materials to an appropriate off-site disposal facility, mixing of on-site soils, and capping (i.e., paving or sealing) of contaminated areas.				
HAZARD 3	Prepare a Site Plan that Identifies Remediation Activities The project contractors shall prepare a site plan that identifies any necessary remediation activities appropriate for proposed land uses, including excavation and removal of on-site contaminated soils, and redistribution of clean fill material on the project site. The plan shall include measures that ensure the safe transport, use, and disposal of contaminated soil and building debris removed from the site. In the event that contaminated groundwater is encountered during site excavation activities, the contractor shall report the contamination to the appropriate regulatory agencies, dewater the excavated area, and treat the contaminated groundwater to remove contaminants before discharge in the sanitary sewer system. The development contractors shall be required to comply with the plan and applicable local, state, and federal laws and the requirements of the City of Manteca for dewatering discharge. The plan shall outline measures for specific handling and reporting procedures for hazardous materials, and disposal of hazardous materials removed from the site at an appropriate off-site disposal facility. In addition, the following measures shall apply to construction activities as appropriate.	Before issuance of grading permits for each project	Project applicants; construction contractor(s)	Verify preparation of a remediation site plan	
	1) The SJCDEH shall be notified if evidence of previously undiscovered soil or groundwater contamination (e.g., stained soil and odorous groundwater) is encountered during excavation. Any contaminated areas shall be remediated in accordance with recommendations made by appropriate federal, state, or local regulatory agencies as generally described above. 2) Before demolition of any on-site structures, the project applicants shall hire a qualified consultant to investigate whether any of these structures contain asbestos-containing materials and lead that could become friable				

Oleander, Sundance, and Sundance 2 Development Projects Mitigation Monitoring and Reporting Program Summary Table				
Mitigation Number	Mitigation Measure	Timing/ Schedule	Implementation and Verification	
			Implementation Responsibility	Monitoring Action Date Completed
	or mobile during demolition activities. If found, the asbestos-containing materials and lead shall be removed by an accredited inspector in accordance with EPA and Cal-OSHA standards. In addition, all activities (construction or demolition) in the vicinity of these materials shall comply with Cal-OSHA asbestos and lead worker construction standards. The asbestos-containing materials and lead shall be disposed of properly at an appropriate off-site disposal facility.			
Public Services				
PTIB-1	Provide School Impact Fees As required by state law, the project applicants shall pay the state-mandated school impact fees to the appropriate school districts to fund the project's fair share of impacts to school facilities. For MUSD, developer impact fees would be \$2.24 per square foot for residential development because the proposed project would be located in a Mello Roos district. Payment of these fees is deemed full and complete mitigation (see Government Code Section 65996).	Before issuance of building permits for each project	Project applicants	Verify payment of fees to appropriate school districts
Recreation				
REC 1	Provide Park Acquisition and Improvement Fee The project applicants shall comply with Policy PP-P-53 of the General Plan, which requires the payment of a park acquisition and improvement fee to fund system-wide improvements. Appropriate fees for the project will be determined by the City. The Project Applicants shall comply with Policy PPP 53 of the General Plan by the payment of the Park Acquisition and Improvement Fee set forth as Number 10 in Exhibit "F" to the Sundance Development Agreement and Exhibit "F" to the Oleander Development Agreement.	Before issuance of 1 st building permit for each project	Project applicants	Verify payment of fees to City

Consolidated Development Review Conditions

Tentative Subdivision Map No. SDJ-05-04 Planned Combined Development No. PCD-05-04

Oleander Revised 3/5/07

1. Developer shall install all improvements associated with subdivision to city Laws, Improvement plans for each phase of onsite development shall be submitted to the City Engineer for approval with each final map.
2. Developer shall provide easements, requested by the respective utility companies, within the subdivision and shall show said easements on the final map. Any existing on-site facilities to the Project that are affected by this Project shall be relocated or placed underground at the Developer's expense. On-site facilities shall include frontage roads at the project.
3. Developer shall dedicate ten-foot (10) wide public utility easements on all street frontages for underground facilities and appurtenances, upon approval and recordation of each final map.
4. Developer shall contact the local post office for direction regarding placement of mail receptacles or any other type of mail delivery proposed.
5. Developer shall contact Manteca Unified School District Facilities Planning regarding school fees and requirements. Developer shall annex the project to a Manteca Unified School District Community Facilities District, upon approval and recordation of the first final map.
6. Developer shall indicate on the tentative map topographical information which shall include one-foot (1') contour intervals and benchmark data.
7. Developer shall obtain appropriate encroachment permit(s) for any work required within the San Joaquin County right-of-way.
8. Developer shall include a copy of the City's Right-to-Farm ordinance with each property deed provided to homebuyers.
9. During all construction phases, Developer shall 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 (PM10) entrained into the ambient air from man-made sources.
10. Developer shall relinquish to the City of Manteca the following access rights: from adjoining lots to Woodward Avenue, Union Road and Peach Avenue (McKinley Parkway); from Lots 1 and 76 to Street "C"; from Lots 90 through 93 and Lots 156 through 158 to Oleander Avenue; from Lots 170 and 212 to Street "Z"; from Lots 455 and 544 to Street "G"; from Lots 340 and 341 to Street "V".

11. An interim turn around is required at the west end of Street "G" and Street "X" until the streets are extended. Lots adjacent to the turnaround can not be developed until such time as the interim turn around is removed.
12. The Developer shall incorporate traffic calming devices into street "G"
13. Developer shall dedicate, or acquire on the City's behalf, sufficient right-of-way to complete the Woodward Avenue improvements described below.
14. Developer shall remove and replace the existing pavement with a new street structural section along the subdivision's Woodward Avenue frontage.
15. Developer shall construct part width street improvements along Woodward Avenue, including curb, gutter, five (5) foot meandering sidewalk, landscaping with trees and automatic irrigation system, a seven (7) foot high masonry sound wall, street lights and pavement all in accordance with City Standards ST-3 and ST-38 along the south side of the street. Developer shall also construct a twelve (12) foot wide raised landscaped median with automatic irrigation system centered on the ultimate Woodward Avenue centerline. Woodward Avenue improvements shall include a twelve-foot (12') travel lane and a two-foot (2') shoulder on the north side of the median.
16. Developer shall overlay portions of Woodward Avenue extending westerly to Airport Way with development of said project west of Oleander Road and easterly to Union Road with development of said project east of Oleander Road to accommodate the additional traffic volumes generated by this subdivision. This condition shall be waived if other projects have already completed said work.
17. Developer shall dedicate, or acquire on the City's behalf, sufficient right-of-way to complete the Union Road improvements described below.
18. Developer shall construct part width street improvements along Union Road, including curb, gutter, five (5) foot meandering sidewalk, landscaping with trees and automatic irrigation system, a seven (7) foot high masonry sound wall, street lights and pavement all in accordance with City Standards ST-3 and ST-38 along the west side of the street. Developer shall also construct a twelve (12) foot wide raised landscaped median with automatic irrigation system centered on the ultimate Union Road centerline. Union Road improvements shall include a twelve-foot (12') travel lane and two-foot (2') shoulder on the east side of the median.
19. Developer shall dedicate, or acquire on the City's behalf, sufficient right-of-way to complete the Peach Avenue improvements described below.
20. Developer shall construct part width street improvements along Peach Avenue, excluding the frontage of the parcel labeled "Not a Part", but including curb, gutter, five (5) foot meandering sidewalk, landscaping with trees and automatic irrigation system, a seven (7) foot high masonry sound wall (except in front of existing home parcel), street lights and pavement all in accordance with City Standards ST-3 and ST-38 along the north side of the street. Developer shall also construct a twelve (12) foot wide raised landscaped median with automatic irrigation system centered on the ultimate Peach Avenue centerline. Peach Avenue improvements shall include a twelve-foot (12') travel lane and two-foot (2') shoulder on the south side of the median. Improvements behind the back of curb may be excluded on the far side. Developer shall also construct part width improvements along the Peach Avenue parcel labeled "Not a

Part", including curb, gutter, (5) five feet meandering sidewalk with driveway access to existing home.

21. Developer shall dedicate, or acquire on the City's behalf, sufficient right-of-way to complete the Oleander Avenue improvements described below.
22. Developer shall remove and replace the existing pavement with a new street structural section along the subdivision's Oleander Avenue frontage.
23. Developer shall construct full width street improvements along the Oleander Avenue frontage of this subdivision. Improvements shall be in accordance with City of Manteca Collector Street Standard ST-2.
24. Developer shall reconstruct and/or overlay portions of Oleander Avenue extending southerly to Peach Avenue to accommodate the additional traffic volumes generated by this subdivision. This condition shall be waived in other projects have already completed said work.
25. The following traffic indices are recommended:

Woodward Avenue	9.0
Peach Avenue	9.0
Union Road	9.0
Oleander Avenue	6.0
60' right-of-ways	5.0
50' right-of-ways	4.5
cul-de-sacs	4.0

26. Soils R-Value tests shall be taken in the vicinity of Lots 29, 70, 164, 262, 329, 415 and 458. A report shall be submitted to the City Engineer with calculations determining the street structural design. Street structural design shall be in conformance with Resolution R-5633, "Street Structural Design Policy".
27. In accordance with Conditions 4 and 5 of said Resolution R-5633, the minimum structural cross-section shall be 2 1/2 inches asphalt concrete over 4 inches of aggregate base.
28. Developer shall include in the subdivision design, bus/landscape maintenance turn-outs per City Standard ST-39, on Woodward Avenue east of Oleander Avenue and on Union Road south of Street "G". The location and design of turn-out shall be shown as part of the subdivision improvement plans.
29. Developer shall install all streetlights to City Standards enabling the street lighting system to be placed on the P.G.&E. LS-2A energy rate schedule.
30. Developer shall provide bicycle lanes along Oleander Avenue and Peach Avenue in compliance with the City of Manteca's Bicycle Route Master Plan.
31. A seven-foot (7') high masonry sound wall along those streets where access rights have been relinquished to the City of Manteca. All masonry walls shall be reinforced, solid grout filled and constructed at the site (No prefabricated walls). The City shall have the right to approve wall design, masonry block style and color. The wall height shall step down to forty-two (42) inches high in the front building set back areas. (Developer shall install fencing and walls as follows:

(WALL HEIGHTS SHALL BE THE HIGHER OF THOSE SPECIFIED HEREIN OR THOSE SPECIFIED IN A NOISE ANALYSIS FOR THIS DEVELOPMENT)

32. A six-foot (6') high chain link fence along the west and south line of the westerly Park/Basin at Streets "C" and "G", along the east line of the easterly Park/Basin at Streets "G" and "Z" and along the north line of the Future Boys and Girls Club;
33. A six-foot (6') high chain link fence, extending from building set back line to building set back line, across all streets stubbed to undeveloped land;
34. A six-foot (6') high wood fence along the lot lines abutting undeveloped lands or farmlands. Said wood fence to be constructed with construction of homes.
35. The existing 12" sanitary sewer force main in Woodward Avenue does not have sufficient capacity for sanitary sewer from this subdivision, therefore it will be necessary for Developer to install an interim sanitary sewer pump station at a location to be approved by the Public Works Department with a force main in Oleander Avenue and Woodward Avenue extending to the Tara Park sanitary sewer pump station located in the Dutra Estates subdivision at the intersection of Woodward Avenue and the new McKinley Avenue. The pump station shall be designed to be converted to a gravity flow system flowing into the City's Master Plan sewer trunk in Peach Avenue when the trunk line becomes available. Developer shall endeavor to join forces with the Developer of the Sundance Subdivision to the north and the Developer of the Silva Estates Subdivision to the east, to construct a single pump station to serve all three subdivisions.
36. In addition to flows from this subdivision, the force main shall be 18 inches in diameter. It shall accommodate sanitary sewer flows from a total of 3400 dwelling unit equivalents.
37. In accordance with the City's "Area of Benefit Establishment Criteria Policy", Developer may request the formation of an area of benefit to recover a proportionate share of the cost of installing the force main in Woodward Avenue from development served by the force main. In accordance with said policy, Developer shall prepare an Engineer's Report for approval by the City.
38. The sanitary sewer force main shall be increased in size at the Airport Way/Woodward Avenue intersection to accommodate the interim sanitary sewer flows from the Machado Estates Tentative Map area (160 acres) located at the southwest corner of Airport Way and Woodward Avenue.
39. Developer(s) shall deposit funds with City, prior to acceptance of the final phase of this development, to pay for removal of all pump station equipment and abandonment of the pump station, in accordance with City requirements, when the gravity sewer trunk line is available. These decommissioning costs shall be included in an area of benefit for the pump station improvements.
40. A dry gravity sanitary sewer line shall be constructed at a location agreed upon by Public Works extending to the south boundary of this subdivision for eventual connection to the future PFIIP sanitary sewer trunk line in Peach Avenue. The gravity line shall be sized to accommodate flows from this subdivision plus the area described above.

41. In accordance with the City's "Area of Benefit Establishment Criteria Policy", Developer may request the formation of an area of benefit to recover a proportionate share of the cost of installing the force main in Woodward Avenue from development served by the force main. In accordance with said policy, Developer shall prepare an Engineer's Report for approval by the City.
42. Developer shall construct an eighteen (18) inch sanitary sewer trunk line in Union Road, along the frontage of this subdivision, in accordance with the Sanitary Sewer Master Plan. Developer shall also construct a fifty-four (54) inch sanitary sewer trunk line in Peach Avenue along the frontage of this subdivision in accordance with the Sanitary Sewer Master Plan.
43. The Water System Analysis for the Oleander Estates development has been completed. Installation of the following water system improvements are required:
 - (a) Install a twelve (12) inch water main in Union Road extending from Woodward Avenue to the south boundary of the subdivision;
 - (b) Install a twelve (12) inch water main in Oleander Avenue extending from Woodward Avenue to the south boundary of the subdivision;
 - (c) Install a twelve (12) inch water main in Street "G" extending from Union Road to the west boundary of the subdivision.
44. A water supply analysis has been completed for this development. The analysis shows that the combined subdivisions (Sundance, Sundance 2 and Oleander) will generate part of the demand that will require the city's one million gallon water storage tank and pump station facility to be constructed at the City's Well 26 site. Applicant shall fund the storage tank as described within Section 4.02(f)(4) of the Oleander Development Agreement.
45. All storm drain improvements shall comply with the City of Manteca, May 2006, Storm Drain Master Plan and the City of Manteca Standard Plans and Specifications.
46. Storm Drain Hydraulic Modeling has been completed by the City's Storm Drain consultant and it has been determined that only a limited amount of capacity is available in South San Joaquin Irrigation District's Drain 8/8A system for storm drainage from development south of Highway 120. This development's share of the remaining capacity in the drain 8/8A system, based on sewer allocations, approved by Council for development through 2009, is limited to 6.12 Acre-feet per 10-year storm event of discharge from the site. Prior to any additional discharge into the City storm drain system, South Drain, Hwy 120 Pump Station and French Camp Outlet Canal (FCOC) improvements must be completed in accordance with the City's Storm Drain Master Plan. A Storm Drain Hydraulic Modeling study is currently underway to determine when the FCOC improvements must be constructed.
47. Storm drain improvements must be designed and constructed in a manner to enable diverting drainage from this subdivision from the Drain 8/8A system to the South Drain system, by installing a plug or opening and closing valves, when the South Drain, Hwy 120 Pump Station and FCOC improvements are completed.
48. Storm drain detention basins with telemetry controlled discharge shall be constructed to serve this subdivision. The basins shall be expandable to serve as regional basins serving undeveloped adjacent land. The easterly basin shall be expandable to serve all land not a part of this subdivision bounded by Woodward Avenue, Oleander Avenue, Peach Avenue and Union Road. The westerly basin shall be expandable to serve all land not a part of this subdivision bounded by Oleander Avenue, Peach Avenue, Woodward Avenue and Airport

Way. The subdivision storm drain system shall be designed and stubbed to serve said lands. The pump station wet wells and outfall lines shall be sized and constructed for ultimate use.

49. In accordance with the City's "Area of Benefit Establishment Criteria Policy", Developer may request the formation of an area of benefit to recover a proportionate share of the cost of installing regional storm drain facilities. In accordance with said policy, Developer shall prepare an Engineer's Report for approval by the City.
50. The maximum side slopes of the basins shall be 8 to 1 (horizontal to vertical), the basin bottom elevation shall be a minimum of two feet above the seasonal high groundwater elevation, basins shall have a maximum water depth of five feet.
51. The maximum basin side slope criteria stated above is under review by the City Parks and Recreation Department. The criteria may be revised to allow steeper side slopes if it is determined that they can be safely mowed by City Parks and Recreation staff.
52. The telemetry system shall include installation of hardware and software to interface with the City's Supervisory Control and Data Acquisition (SCADA) system.
53. A preliminary storm drain plan shall be submitted to the City Engineer for approval prior to final improvement plan submittal. The plan shall be accompanied by calculations for peak flows, total runoff, pipe sizes, and detention basin volume. Also include evidence of groundwater depth.
54. Developer shall bear all costs necessary to develop a mechanism to finance the maintenance of storm drain treatment systems required by the City's Storm Drain NPDES permit to serve this subdivision.
55. Developer shall pay the cost to seed the basin lawn and install the landscape irrigation system with automatic controllers. The irrigation system shall be expandable to serve the ultimate regional basin.
56. The tentative map for this subdivision shall be reviewed by South San Joaquin Irrigation District (SSJID) in accordance with the conditions of the SSJID/City of Manteca Storm Drainage Agreement requiring that all proposed storm drain systems within the City of Manteca be reviewed and approved by SSJID.
57. Reimbursement shall be in the form of credit against PFIP Sanitary Sewer, Water System, Storm Drainage, and Transportation fees. The credit will be given when building permits are issued for construction of residences within the Oleander Estates subdivision. If the cost to construct said improvements exceeds the value of PFIP credits, the remainder shall be reimbursed after the City receives sufficient PFIP Development Fee revenue from development occurring within the same PFIP financing zones. In the event Developer desires to exchange credits for cash reimbursement, the exchange must be approved by Council.
58. Developer shall pay the City's cost to form a Landscape Maintenance District for the maintenance of subdivision amenities to include but not limited to the following: landscaping, landscape irrigation, decorative street lights and sound walls located within the public right of way and the park(s)/basin(s).

59. All drain inlets shall be marked "No Dumping Drains to River." Drain markers shall be purchased from the City of Manteca.
60. Developer shall enter into an agreement with the City that its Landscaping Maintenance District shall include maintenance of agreeing to maintain the onsite drainage treatment system(s) in accordance with the manufacturer's recommendations and the requirements of the State Water Resources Control Board. Said agreement shall be prepared by City.
61. Provide treatment for 85% of annual runoff per the Manteca 2006 Storm Drain Master Plan Update, Chapter 3, Section 4.5.2 Flow Based Treatment.
62. The Developer shall be responsible for contacting SSJID to determine the District's requirements regarding their facilities.
63. Any proposed disposal of storm water that will ultimately discharge into SSJID facilities shall conform to the SSJID's current policy relative to storm drainage. Hydraulic calculations and plans for proposed storm system shall be provided to the SSJID for review and approval and shall conform to the most current approved Storm Drainage Master Plan and Storm Drainage Agreement between the SSJID and the City.
64. All SSJID irrigation and drainage facilities that are determined by the SSJID to be affected by the proposed development shall be replaced with rubber gasket-reinforced concrete pipe and shall be relocated if necessary, to SSJID approved locations. Facilities affected by this development include Drain 9, Lateral "Ya" and Lateral "We-dd" and an agricultural pump and well referred to as pump station #88 (Macedo Pump), which will also need to be replaced in accordance with SSJID needs.
65. Further, hydraulic calculations to determine pipe size shall be required for any design changes or relocation's that are proposed on SSJID facilities. In accordance with SSJID standards, construction on SSJID facilities is not allowed between February 15 and October 15 of any given year. As such, plans for pipeline improvements need to be received no later than mid-July (three months before the end of water season), so that all construction work can be completed during the provided window period.
66. All improvements to the SSJID facilities shall comply with the SSJID's current standards, drawings, and policies. The developer shall enter into the necessary agreements, permits, etc., required by the SSJID for construction of SSJID facilities.
67. SSJID 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 SSJID approval.
68. 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 SSJID.
69. Private irrigation facilities and easements shall be provided for private use to accommodate property that will still be using SSJID water to irrigate adjacent to the development. The

proposed connection of any such private facility to SSJID facilities shall be approved in advance by the SSJID.

70. Easements for all SSJID facilities shall be dedicated on current SSJID forms. Additional easements shall be dedicated for access to all manholes and control structures. All SSJID easements shall be shown on the final map together with SSJID's standard acknowledgment. Easements for pipelines shall be a minimum of thirty feet (30') in width.
71. Developer shall provide a title report to the SSJID for its use in the preparation of all required documents and to ascertain if the SSJID has a fee interest within the proposed development. If it is determined that SSJID owns property in fee, the Developer will not be able to include this land as part of the development unless they obtain title to them from the SSJID.
72. Developer shall submit improvement plans for both off-site and on-site improvements shall be submitted for review and approval by the SSJID's Board of Directors. Prior to plan submittal, Developer shall submit a retainer for plan check and inspections required for the project in accordance with the current established fee schedule.
73. Upon completion of the project, the developer shall provide one complete set of "As-Built" drawings to the SSJID for its future use.
74. 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 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."
75. All residential address numbers shall be plainly visible from the street fronting the property. Said numbers/letters shall contrast with background.
76. Street within the subdivision shall meet City of Manteca Standard for all weather roadways prior to the issuance of any building permits.
77. Plans and specifications for fire hydrant systems shall be submitted for review and approval prior to construction.
78. Fire hydrants shall be installed at a maximum spacing of 500 feet in accordance with the City of Manteca Standards. Fire hydrants must be placed at intersections when possible and mid block only when it's necessary. Fire hydrant locations shall be approved by the Manteca Fire Department. Cul-de-sacs in excess of 300 feet must have additional hydrants.
79. Developer shall maintain a minimum of 3 feet clear space around all fire hydrants and 18 inches clear space from the ground to the bottom of the lowest outlet.
80. Fire protection systems (fire hydrants, water mains, etc.) shall be installed, tested and approved by the City prior to the issuance of any Building Permits.
81. Street names shall be submitted for review and approval by the Fire Prevention Division.

82. Fire Department shall witness all system and acceptance tests. Please provide 24-hour notice prior to any system or acceptance tests.

83. Setbacks

	Lots 60 foot wide or greater.	Lots Less than 60 feet in width	Corner lots 70 foot wide or greater.	Corner lots less than 70 feet in width.
Front setback	20 feet	15 feet	20 feet	15 feet
Side setback	5 & 5 feet unobstructed for one story home; 5 and 7 for one and one-half story home; 5 and 9 for a two story home	5 & 5 feet unobstructed	5 foot unobstructed	5 foot unobstructed
Street side setback	Not Applicable	Not Applicable	10	10 feet
Rear setback	20 feet	15 feet	15 feet	15 feet
Garage portion of unit	18 feet	18 feet	18 feet	18 feet
Lot coverage excluding overhangs	40% for two story and 45% for one story	45% for two story and 50% for one story	45% for two story and 50% for one story	45% for two story and 50% for one story

*One and a half story units are defined as house plans designed to be sold as a one story unit but have an option which allow a small amount of the attic space to be converted into habitable space under the same roof pitch as the one story base unit.

**Eaves, front porches (as defined in 17.61.030) and architectural amenity overhangs (non-habitable spaces) are not included in roof coverage calculations. Other Architectural amenities may be excluded subject to the approval of the Community Development Director.

***All house plans shall comply with the setbacks stated above with the following exception: setbacks may be reduced upon a finding by the Community Development Director that the proposed plan exhibits superior amenities which enhance the overall PUD and that the reduced setback does not result in an increase in lot coverage or reduction in open space. Reduction of the setbacks shall not be reduced beyond the following: a minimum 5 feet side yard, a minimum 10 feet for rear yard and 10 feet for front yard. At no time shall all yards be reduced for any specific house plan.

**** Lots which lose depth along one side property line due to curvature of the street such as knuckles shall have their front yards measured at the deepest point of the front yard setback provided there is a minimum of 10 feet setback at the shortest distance.

84. House Plans

Product one for larger lots	Number of stories	Square footage	Options: Plans may expand to	Product two for smaller lots	Number of stories	Square footage	Options: Plans may expand to

Plan 2976	2	2976	3500	Plan 1	1	1300	1665
Plan 1949	1	1949	2500	Plan 2	1	1450	1700
Plan 1571	1	1571	2000	Plan 3	2	1600	2500
Plan 2150	2	2150	2900				

85. Additional house plans may be added to this mix provided the plan square footage falls within the following ranges:

60 x 100 lots or greater—1571-3500 square feet. (includes all options)

50 x 80 lots (approximately)---1300-2500 square feet (includes all options) or plans of similar size can be substituted for the plans listed above.

All additional house plans added to the approved mix are subject to Community Development Department approval.

No modifications to house plans shall be allowed which increase the square footage of the house plans described above or which reduces the amenities including but not limited to the window or door trim, paneled garage doors, window boxes demonstrated on the plans submitted.

86. Cul-de-sac lots 156, 157 and 158 shall have a minimum of 44 feet of frontage.

87. Lot 216 shall have a pre-plotted house plan acceptable to the CD Department.

88. Lot 217 shall have a pre-plotted house plan acceptable to the CD Department.

89. At least 25% of all lots within the project shall have single story homes built thereon unless otherwise pre-approved by the Community Development Department.

90. Any modifications to house plans subsequent to this approval shall include the same minimum number of house plans and elevation types.

91. Houses on corner lots shall have both fronts and the street side elevation with full trim amenities around doors and windows.

92. Houses placed on lots 1, 76, 90, 91, 92, 93, 156 through 158, 170, 212, 455, 544, 340 341 shall have full trim amenities on the rear facing elevation

93. No more than 2 master house plans may be next to each other, unless approved by the Community Development Department. Elevations must also be different.

94. Two car garages shall be a maximum width of twenty-two feet (22') and accommodate a minimum of two (2) cars. The maximum driveway width to access the garage shall be twenty feet (20') wide for garages with a two-car garage door opening, 28 feet for garages with a three- car garage door opening or a RV situation and the minimum driveway depth shall be eighteen feet (18') from back of sidewalk. Garage elevations that do not have a garage door and exhibit enhanced facades shall be allowed beyond the above limits subject to the approval of the Community Development Director.

95. Lots less than 60 feet wide shall be limited to a two car garage unless the additional spaces are provided in tandem.

96. Lots greater than or equal to 60 feet wide shall be limited to a three car garage unless the additional spaces are provided in tandem.

97. There shall be a minimum of 20 feet by 20 feet unobstructed space within the garage for the parking of cars. No water heaters, HVAC units, etc. shall be permitted within the required 20 foot by 20 foot space.
98. No garage doors shall be visible from the public right of way beyond a three-car garage door width. Garages with space for four and five cars shall be allowed only with a standard three-car garage door.
99. No conversion of any garage space shall be allowed on lots less than 60 feet in width excluding tandem 3-car garages.
100. There shall be no obstructions such as architectural pop outs and air conditioning units within any required 5 foot side yard setback. This area shall remain open and clear, except that fireplaces and media niches may be included if not more than 2 feet in depth and 10 feet in width. The fencing and gates which access either the side or rear of each lot shall be constructed to accommodate the width of the largest solid waste toter available within the City of Manteca.
101. Each home shall include GFCI outlets located on each exterior elevation (north, south, west and east) for a total of 4 GFCI outlets per home. The Master plan submitted for review shall clearly indicate this requirement.
102. Each home shall include a gas Line outlet located on the rear exterior elevation or at the patio area. The Master plan submitted for review shall clearly indicate this requirement.
103. Each home shall have a low nitrogen oxide (NOX) emitting and/or high efficiency water heaters. The master house plans submitted for review shall clearly indicate this requirement.
104. All homes are to be constructed at a minimum of fifteen percent (15%) above Title 24 in place on December 31, 2006 . All master plans submitted for review shall include a statement from a certified specialist that the master plan meets this requirement.
105. Prior to submitting for any building permits the developer shall submit to the Community Development Department (Planning Division) a preplotted master plan for that phase or release under construction - approximately 5-15 units. This preplotting which may be amended from time to time shall demonstrate the overall plotting of the subdivision is complying with the design requirements including the mix of homes.
106. Each individual plot shall be consistent with the department's plotting submittal guidelines.
107. The fencing and gates which access either the side or rear of each lot shall be constructed to accommodate the width of the largest solid waste toter available within the City of Manteca.
108. Developer shall provide a disclosure statement to all prospective buyers as to the City's regulations regarding the storage/parking of Recreational Vehicles in a residential neighborhood.
109. This project has been reviewed as a comprehensive project therefore any substantial modification of the lots or house plans shall require a new PUD review and approval.

110. No garage doors shall be visible from the public right of way beyond a three-car garage door width. Garages with space for four and five cars shall be allowed only with a standard three-car garage door.
111. Developer shall plant deciduous trees on the south and/or westerly facing sides of buildings when either a side street or front elevation is visible from the roadway.
112. After satisfying the stormwater quality and flood control requirements of the City, State and Federal governments, the two park/basins shall provide the following minimum function space for recreation and park purposes.
113. The park/basin shall provide no less than 6.2 acres of usable, functional park land.
114. Of this 6.2 acres, the following minimum acreages shall be above the high flood water line of the basin and shall provide areas for construction of recreational structures and features including but not limited to playgrounds, picnic areas, game courts, and related features:
115. 4.79 acre park/basin: 1 acre upland
116. 2.12 acre park/basin: .6 acre upland
117. These upland areas shall be located as shown on the tentative subdivision map for Oleander estates dated 4/15/05 prepared by MCR engineering
118. Developer shall construct full park improvements to City standards including but not limited to grading, turf, irrigation system, irrigation well, walkways, trees, playgrounds (tot lot and school age), picnic areas, game courts, lighting, signage, drinking foundations, site furniture, and landscaping at each with the exception that only a tot lot is required at the 2.12 acre park basin. Developer shall be entitled to receive Neighborhood Park Fee credits toward the cost of installing the park style improvements. Developer shall not be entitled to receive credit against the Community Park portion of the Park Fee. Should the Project not generate sufficient Neighborhood Park Fee credits to fully pay for the play area improvements, Developer shall not be entitled to any other reimbursements from any other funding source for the park improvements.
119. The 2.12 acre or 4.79 acre park basin shall be constructed with that Phase of the subdivision improvements that contains the park/basin and shall be accepted with same.
120. The 4.79 acre park basin shall be constructed prior to the completion of the 3rd Phase of subdivision improvements that contain the park/basin and shall be accepted with same.
121. Developer shall construct all streetscapes and medians on Woodward Avenue, Union Road, McKinley Parkway, Streets "c", "G" and "Z" to city standards consistent with the PUD application and shall form a Landscape Maintenance District, at developer's expense, to provide for ongoing resources to maintain same. Park basins shall be included in the Landscape Maintenance District for landscape and park maintenance costs.
122. Developer shall submit a final landscape plan to the Parks and Recreation Department for designation of street trees for each street within the development.

123. The developer shall comply with and pay the cost to monitor all Mitigation Measures identified in the FEIR for the project (Exhibit # of Development Agreement) kept on file in the Community Development Department. The requirements contained in the Mitigation Monitoring Reporting Program (MMRP) shall be incorporated into these conditions and all fees shall be paid and improvements constructed in accordance with the MMRP.
124. Prior to issuance of any building permit for each house, the project applicant shall pay the state mandated school impact fees to the appropriate school districts to fund the project's fair share of impacts to school facilities. Payment of these fees is deemed full and complete mitigation (see Government Code Section 65996).



CITY OF MANTECA

CITY CLERK

February 26, 2007

FCB Homes
10100 Trinity Parkway #420
Stockton, CA 95219

Raymus Homes
Post Office Box 2188
Manteca, CA 95336

SUBJECT: SUNDANCE-OLEANDER PROJECTS – ENVIRONMENTAL IMPACT REPORT, REFERRAL OF ANNEXATION TO LAFCO, GENERAL PLAN AMENDMENT, PREZONE, DEVELOPMENT AGREEMENTS, PLANNED COMBINED DISTRICTS AND TENTATIVE SUBDIVISION MAPS

At its meeting held February 6, 2007, the City Council held a public hearing to consider approving the above projects. After taking public testimony, Council's decided as follows:

1. Adopted Resolution No. R2007-67 making the findings and certifying the Oleander, Sundance and Sundance 2 Development Environmental Impact Report SCH#2005122079;
2. Adopted Resolution No. R2007-68 making the findings and referring Annexation No. ANX-05-10 to the Local Area Formation Commission;
3. Adopted Resolution No. R2007-69 making the findings and approving General Plan Amendment No. GPA-04-04;
4. Adopted Resolution No. R2007-70 making the findings and approving the Sundance Vesting Tentative Subdivision Map No. SDV-04-02, subject to the Consolidated Conditions of Approval amended February 6, 2007;
5. Adopted Resolution No. R2007-71 making the findings and approving the Oleander Tentative Subdivision Map No. SDJ-05-04, subject to the Consolidated Conditions of Approval amended February 6, 2007;
6. Made the findings and approved Prezone No. PRZ-05-10, subject to the Consolidated Conditions of Approval amended February 6, 2007, by waiving the first reading by substitution of the title and introducing Ordinance No. 1344;
7. Made the findings and approved Planned Unit Development No. PCD-05-04, subject to the Consolidated Conditions of Approval amended February 6, 2007, by waiving the first reading by substitution of the title and introducing Ordinance No. 1343;
8. Made the findings and approved Planned Unit Development No. PCD-04-06, subject to the Consolidated Conditions of Approval amended February 6, 2007, by waiving the first reading by substitution of the title and introducing Ordinance No. 1341;

9. Made the findings and approved the Development Agreement for the development known as Sundance, subject to the Consolidated Conditions of Approval amended February 6, 2007, by waiving the first reading by substitution of the title and introducing Ordinance No. 1339;
10. Made the findings and approved the Development Agreement for the development known as Oleander Estates, subject to the Consolidated Conditions of Approval amended February 6, 2007, by waiving the first reading by substitution of the title and introducing Ordinance No. 1340.

Copies of the above-referenced Resolutions are enclosed with this letter.

Ordinance Nos. 1339, 1340, 1341, 1343 and 1344 will come back to the City Council at its February 20, 2007 meeting to waive the final reading by substitution of the title and adopt the ordinances. They will become effective 30 days after adoption.

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

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

Sincerely,


JOANN TILTON, MMC
City Clerk

JLT:cam
Enclosures

cc: Community Development Department
Karen McLaughlin
Luis Arismendi



CITY OF MANTECA

CITY CLERK

February 26, 2007

FCB Homes
10100 Trinity Parkway #420
Stockton, CA 95219

Raymus Homes
Post Office Box 2188
Manteca, CA 95336

SUBJECT: SUNDANCE/OLEANDER PROJECTS – PREZONE, DEVELOPMENT AGREEMENTS, AND PLANNED COMBINED DISTRICTS

Please be advised the Manteca City Council considered the above matters at its February 20, 2007 meeting and took the following action:

1. Waive the final reading by substitution of the title and adopt Ordinance No. 1339, making the findings and approving the Sundance Development Agreement – **Continued to March 5, 2007 at the request of applicant;**
2. Waive the final reading by substitution of the title and adopt Ordinance No. 1340, making the findings and approving the Oleander Estates Development Agreement – **Continued to March 5, 2007 meeting at the request of applicant;**
3. Waive the final reading by substitution of the title and adopt Ordinance No. 1341, making the findings and approving the Sundance Planned Combined District No. PCD-04-06 – **Continued to March 5, 2007 at the request of the applicant;**
4. Waive the final reading by substitution of the title and adopt Ordinance No. 1343, making the findings and approving the Oleander Estates Planned Combined District No. PCD-05-04 – **Continued to March 5, 2007, at the request of the applicant; and**
5. Waive the final reading by substitution of the title and adopt Ordinance No. 1343, making the findings and approving Prezone No. PRZ-05-10 – **Continued to March 5, 2007, at the request of the applicant.**

If Council takes the above actions, the ordinances will be come effective 30 days from adoption.

Should you have any questions, please contact the City Clerk's office at 239-8417.

Sincerely,



JOANN TILTON, MMC
City Clerk

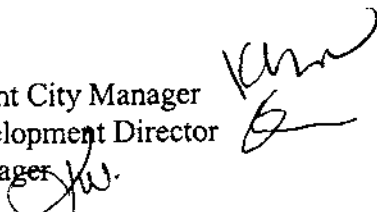
JLT:cam

Cc: Planning Department
Karen McLaughlin
Luis Arisimendi

City Council Agenda
February 6, 2007
Public Hearings

Reviewed by
City Mgr's office: BFA

Memo To: Manteca City Council

From: Karen L. McLaughlin, Assistant City Manager
Kyle Kollar, Community Development Director
Kathleen Wold, Planning Manager 

Date: February 1, 2007

Subject: Environmental Impact Report for Oleander Estates, Sundance and Sundance 2;
Annexation No. ANX-05-10; General Plan Amendment (Sundance/Sundance 2);
Prezone No. PRZ-05-10; Development Agreements (Sundance and Oleander);
Planned Combined Districts (Sundance and Oleander); Vesting Tentative
Subdivision Map (Sundance); and Tentative Map (Oleander)

Recommendation:

After taking public testimony, consider take the following actions:

1. Adopt a resolution making the findings and certifying the Oleander, Sundance and Sundance 2 Development Project Environmental Impact Report SCH#2005122079;
2. Adopt a resolution making the findings and forwarding Annexation No. ANX-05-10 to the Local Agency Formation Commission;
3. Adopt a resolution making the findings and approving General Plan Amendment No. GPA-04-04;
4. Waive the first reading by substitution of the title and introduce Ordinance No. 1344, Making the Findings and Approving Prezone No. PRZ-05-10;
5. Waive the first reading by substitution of the title and introduce Ordinance No. 1339, Making the Findings and Approving the Sundance Development Agreement No. DEV-04-18;
6. Waive the first reading by substitution of the title and introduce Ordinance No. 1341, Making the Findings and Approving the Sundance Planned Combined District No. PCD-04-06;
(05-023)
7. Adopt a resolution making the findings and approving the Sundance Vesting Tentative Subdivision Map No. SDV-04-02;
8. Waive the first reading by substitution of the title and introduce Ordinance No. 1340, Making the Findings and Approving the Oleander Estates Development Agreement No. DEV-05-15;

9. Waive the first reading by substitution of the title and introduce Ordinance No. 1343, Making the Findings and Approving the Oleander Estates Planned Combined District No. PCD-05-04; and
10. Adopt a resolution making the findings and approving the Oleander Estates Tentative Subdivision Map No. SDJ-05-04.

Background:

This comprehensive project includes a number of items. The annexation and prezone are being handled as one item, while the development agreements, tentative subdivision maps and Planned Development Combining Districts (PCDs) are being handled separately.

Sundance

The overall project proposal consists of the annexation of 230 acres into the City (approximately 112 for Sundance) with an accompanying General Plan Amendment to provide for modest land use changes, a prezone of the entire annexation area to be consistent with the project area's amended General Plan designation, a development agreement to provide specific development guarantees including sewer allocations, a Planned Development Combining District to allow for creative use of the property and, finally, a Vested Tentative Subdivision Map, which will subdivide the property into 452 single-family lots. An Environmental Impact Report was prepared for the overall annexation project area and the associated proposed projects including Sundance, Sundance 2 and Oleander.

The applicant proposes a General Plan Amendment to provide for land use changes within the Sundance/Sundance 2 project area. The matrix below shows the current land use designations and their acreage and the applicant's proposed changes. The proposed changes result in a loss of approximately 10 acres of commercial land to residential use.

Current General Plan	Acres	Proposed General Plan	Acres
General Commercial	12.09	General Commercial	2.3
Low-Density Residential	95.68	Low-Density Residential	87.47
Medium-Density Residential	4.39	Medium-Density Residential	12.04
		Park	10.35
Total Acres	112.16	Total Acres	112.16

As this area has been designed for development, it became clear that some minor changes would be necessary to reflect the actual street layout. Atherton Drive traverses through this project and as the specific layout of this street became more definitive, it was clear that the street would be ideal as a land use separator. The area north of the street would remain commercial and the area to the south could be utilized for residential uses. The small 2.9 acre parcel created to the north can be merged into the commercial development proposed to the east and become part of that comprehensive commercial project. The proposed amendment to allow a higher-density residential use to the south of Atherton Drive will provide for a residential project with a mix of densities.

The project also includes a Planned Development Combining District (PCD), which consists of 452 lots with a mix of single-family lot sizes. The project is designed as one comprehensive subdivision with two parks. Sundance provides a mix of lot sizes by the use of three basic lot sizes (60 feet by 100 feet, 50 feet by 100 feet, and 50 feet by 90 feet). Approximately one-half of the 452 lots fall into the 60 x 100 or larger category, and the other half into the two smaller lot sizes. Because the design utilizes smaller lot sizes than provided for under the City's Municipal Code, along with reductions in design standards and setbacks, the applicant has proposed the project as a PCD. Applicants proposing to use such a district must be able to demonstrate that the project proposed is superior in design. Staff has utilized the Community Design goals of the General Plan as a basis for establishing what can be considered superior design. Staff finds that this project's design meets a majority of these goals and therefore can be consider a project of superior design. The following is a list of design elements which meet Community Design goals.

- **Goal:** Provide parks and schools as distinct centers for neighborhoods. Each neighborhood shall include a distinct center, such as an elementary school, neighborhood park(s), and/or a mixed-use commercial area within a reasonable walking distance of the homes, approximately one-half mile.
Project The Project provides two parks. The location of the parks ensures that all homes located within the subdivision have equal access to a park.
- **Goal:** Residential neighborhoods shall be designed to provide access from the neighborhood streets to these open space corridors.
Project: Each park is accessible via surrounding neighborhood streets which provide good pedestrian access as well as vehicle/bicycle access.
- **Goal:** Each neighborhood shall include an extensive pedestrian and bikeway system comprised of sidewalks and bike lanes along streets and dedicated trails. The pedestrian and bikeway system shall be linked to other pedestrian and bikeways in adjacent neighborhoods and, ultimately, to the City-wide Pedestrian and Bikeway Trail System to provide a continuous interconnected system.
Project: The project has been designed to provide interconnectivity with existing subdivision as well as land developing to the south.
- **Goal:** The City shall implement neighborhood design standards in the Residential districts that contribute to the overall character of the neighborhood by emphasizing traditional residential features that enhance the sense of community, ensure a safe pedestrian orientation, and minimize the visual prominence of garages.
Project: The project's setbacks and house plan design criteria established with the PCD provides the necessary standards to ensure a neighborhood with high design standards and minimized visual prominences of garages.

The Sundance project also includes a development agreement. The development agreement includes only the Sundance project. Sundance 2 will come back to Council at a future date as a separate development agreement. The following are some of the major features of this development agreement:

Term	8 years.
Sewer allocations	2006: 78 2007: 99 2008: 99 2009: 99 2010: 77 Project Allocations granted for 2010 shall only be available when the Phase 4 expansion of the WQCF is completed, unless wastewater capacity is transferred from other sources.
DA Fees (per unit)	Development Agreement Fee: \$6,300 Public Facilities Fee: \$3,150 Public Safety Endowment Fee: \$5,000 Development Services Fee: \$394 Recreation Amenities Fee: \$3,000 * Project to provide more than \$8 million in DA fees.
Payment of DA fees	In the past, the City collected development agreement (DA) fees according to a 20/80 split – 20% when allocations become available, and the other 80% at building permit issuance or within a year, whichever occurs first. In 2005, the City Council adopted a set of criteria to be used when negotiating development DAs. One criterion was to require full payment of DA fees when sewer allocations become available. DAs approved since that time include provisions for the 100% up-front payment. The Sundance DA, however, proposes a “sliding scale” of fees, recognizing the need for a partnership between the City and the developer. Staff is proposing a fee payment schedule as follows: 50% when allocations become available 25% upon City’s approval of improvement plans 25% upon City’s approval of each final map
Water storage tank	To meet domestic water needs, this project is required to participate in the funding of a water storage tank. The up-front cost of the tank would be borne by the Sundance, Oleander and Silva projects – all located in the same vicinity and likely to develop on approximately the same schedule. The City is also proposing to lend \$500,000 toward the up-front cost, using development agreement fees as the lending source. The City and developers would be reimbursed (or fee credits provided to the developers) for any payment beyond their pro-rata share. The funds must be provided in sufficient time to construct the tank, which is estimated to take 12-18 months.

Oleander

The Oleander project consists of the approximately 112.36 acres, a prezone partnering with the Sundance project, a development agreement to provide specific development guarantees including sewer allocations, a Planned Development Combining District to allow for creative use of the property and, finally, a Tentative Subdivision Map, which will subdivide the property into 544 single-family lots. An Environmental Impact Report was prepared for the overall annexation project area and the associated proposed projects including Sundance, Sundance 2 and Oleander.

The project also includes a Planned Development Combining District (PCD), which consists of 544 lots with a mix of single-family lot sizes. The project is designed as one comprehensive subdivision with two parks. Oleander provides a mix of lot sizes by the use of two distinct lot sizes with two different types of housing product designed into one comprehensive subdivision with two parks. In order to accomplish this design, the PCD includes some modifications to the City's development and setback standards. The 544 lots are equally divided into two types of lots: small lots (approximately 50 feet by 80 feet) and larger standard-size lots (approximately 60 feet by 100 feet). While some lots are smaller than the minimums allowed through the Code, the project does not exceed the overall density limit as provided in the City's General Plan. Applicants proposing to use such a district must be able to demonstrate that the project proposed is superior in design. Staff has utilized the Community Design goals of the General Plan as a basis for establishing what can be considered superior design. Staff finds that this project's design meets a majority of these goals and therefore can be considered a project of superior design. The following is a list of design elements which meet Community Design goals.

- **Goal:** Provide parks and schools as distinct centers for neighborhoods. Each neighborhood shall include a distinct center, such as an elementary school, neighborhood park(s), and/or a mixed-use commercial area within a reasonable walking distance of the homes, approximately one-half mile.
Project: The Project provides two parks. The larger of the parks has been designed to allow for the future construction of a boys and girls club facility.
- **Goal:** Residential neighborhoods shall be designed to provide access from the neighborhood streets to these open space corridors.
Project: Parks within the subdivision are located along street "G," which traverses through the entire subdivision, providing good pedestrian access as well as vehicle access.
- **Goal:** Each neighborhood shall include an extensive pedestrian and bikeway system comprised of sidewalks and bike lanes along streets and dedicated trails. The pedestrian and bikeway system shall be linked to other pedestrian and bikeways in adjacent neighborhoods and, ultimately, to the City-wide Pedestrian and Bikeway Trail System to provide a continuous interconnected system.
Project: The project has been designed to provide interconnectivity among all 544 lots as well as the surrounding area.
- **Goal:** The City shall implement neighborhood design standards in the Residential districts that contribute to the overall character of the neighborhood by emphasizing traditional residential features that enhance the sense of community, ensure a safe pedestrian orientation, and minimize the visual prominence of garages.
Project: The project's setbacks and house plan design criteria established with the PCD provides the necessary standards to ensure a neighborhood with high design standards and minimized visual prominences of garages.

The Oleander project also includes a development agreement. The following are some of the major features of this development agreement:

Term	10 years.
Sewer allocations	2006: 50 2007: 50 2008: 99 2009: 99 2010: 99 2011: 99 2012: 48 Project Allocations granted for 2010-2012 shall only be available when the Phase 4 expansion of the WQCF is completed, unless wastewater capacity is transferred from other sources.
DA Fees (per unit)	Fees for 2006, 2007 and 2012: Development Agreement Fee: \$5,145 Public Facilities Fee: \$2,573 Public Safety Endowment Fee: \$5,000 Development Services Fee: \$394 Recreation Amenities Fee: \$3,000 Fees for 2008-2011: Development Agreement Fee: \$6,300 Public Facilities Fee: \$3,150 Public Safety Endowment Fee: \$5,000 Development Services Fee: \$394 Recreation Amenities Fee: \$3,000 * Project to provide more than \$9.4 million in DA fees.
Payment of DA fees	In the past, the City collected development agreement (DA) fees according to a 20/80 split – 20% when allocations become available, and the other 80% at building permit issuance or within a year, whichever occurs first. In 2005, the City Council adopted a set of criteria to be used when negotiating development DAs. One criterion was to require full payment of DA fees when sewer allocations become available. DAs approved since that time include provisions for the 100% up-front payment. The Sundance DA, however, proposes a “sliding scale” of fees, recognizing the need for a partnership between the City and the developer. Staff is proposing a fee payment schedule as follows: 50% when allocations become available 25% upon City’s approval of improvement plans 25% upon City’s approval of each final map
Water storage tank	To meet domestic water needs, this project is required to participate in the funding of a water storage tank. The up-front cost of the tank would be borne by the Sundance, Oleander and Silva projects – all located in the same vicinity and likely to develop on approximately the same schedule. The City is also proposing to lend \$500,000 toward the up-front cost, using development agreement fees as the lending source. The City and developers would be reimbursed (or fee credits provided to the developers) for any payment beyond their pro-rata share. The funds must be provided in sufficient time to construct the tank, which is estimated to take 12-18 months.

Environmental Review:

An Environmental Impact Report has been prepared for this project. Along with the draft EIR, there are now three additional elements – the Mitigation Monitoring Program, the Findings of Fact and Statement of Overriding Considerations, and the Final EIR. The Mitigation Monitoring Program details the mitigations which must be completed by the project including the timing of those mitigations. That program is included as an exhibit to the development agreement.

Annexation:

The overall area proposed for annexation is approximately 230 acres in size and consists of six parcels on the north side of Woodward Avenue between Union Road and Airport Way, and six parcels of land on the south side of Woodward Avenue. The parcels on the north side of Woodward Avenue will become part of the Sundance and Sundance 2 projects. Those parcels on the south side of Woodward Avenue are part of the Oleander project. Parcels 226-160-10, 226-150-11 and 226-160-07 are contiguous to the City limits resulting in approximately 4,000 linear feet of contiguous boundary. These parcels abut the existing residential project known as Dutra Farms. The proposed annexation does not create any county islands and is a natural continuation of the City limits.

Prezone:

The prezone proposed by the applicant will be consistent with the General Plan as proposed to be amended by the Sundance applicant. The prezone will provide for 2.3 acres of CG (General Commercial), 87.47 acres of R-1 with a Planned Development Combining District, 12.04 acres of R-3 with a Planned Development Combining District and 10.35 acres of park land.

Subdivision Maps:

Staff has prepared a list of comprehensive development conditions for both the Sundance and Oleander PCDs and the vesting tentative subdivision map and tentative subdivision map for each respectively. These conditions are an exhibit to the development agreement and are part of the project package for this item.

RESOLUTION NO. R2007- ____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MANTECA CERTIFYING THE OLEANDER, SUNDANCE AND SUNDANCE 2 ENVIRONMENTAL IMPACT REPORT AND ASSOCIATED DOCUMENTS

WHEREAS, the City Council of the City of Manteca, at a meeting held February 6, 2007, held a duly advertised and noticed public hearing on the Oleander, Sundance and Sundance 2 Environmental Impact Report; and

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

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

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

WHEREAS, the City Council independently reviewed and analyzed the data in the final Environmental Impact Report; and

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

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

- ♦ Certify the Oleander, Sundance and Sundance 2 Environmental Impact Report has been prepared in compliance with CEQA;
- ♦ Approve the Findings of Fact and Statement of Overriding Considerations for the Oleander, Sundance and Sundance 2 Environmental Impact Report, on file in the City Clerk's Office, that the benefits associated with implementation of the Oleander, Sundance and Sundance 2 development project will outweigh the negative and unmitigatable impacts on agricultural resources, air quality, biological resources, cultural resources, hydrology/water quality resources, noise, transportation and circulation, utilities and service systems;

- ♦ Adopt the Oleander, Sundance and Sundance Development Projects Mitigation Monitoring Program (on file in the Community Development Department); and
- ♦ Finds that the Project Alternatives to the Oleander, Sundance, Sundance 2 Development Projects are all infeasible and Findings of Fact and Statement of Overriding Considerations are adopted.

DATED:

ROLL CALL:

AYES:

NOES:

ABSENT:

ABSTAIN:

ATTEST:

**JOANN TILTON, MMC
CITY CLERK**

**WILLIE W. WEATHERFORD
MAYOR**

RESOLUTION NO. R2007-__

**A RESOLUTION OF THE CITY OF MANTECA CITY COUNCIL AUTHORIZING
SUBMITTAL OF APPLICATION, ANX - 05-10, TO THE SAN JOAQUIN COUNTY
LOCAL AGENCY FORMATION COMMISSION IN THE MATTER OF
REORGANIZATION, INCLUDING DETACHMENT FROM MANTECA-LATHROP RURAL
FIRE DISTRICT AND COUNTY OF SAN JOAQUIN, ANNEXATION (ANX-05-10)
KNOWN AS OLEANDER/SUNDANCE/SUNDANCE 2**

WHEREAS, the City Council of the City of Manteca held a public hearing on February 6, 2007, to consider said reorganization of the project known as Oleander/Sundance/Sundance 2; and

WHEREAS, this proposal is made pursuant to the Local Government Reorganization Act of 1985 (commencing with Section 56000) of the California Government Code; and

WHEREAS, the reorganization of the project known as Oleander/Sundance/Sundance 2, includes the detachment from the Manteca-Lathrop Rural Fire District and County of San Joaquin comprising 230 acres, more or less, and

WHEREAS, no new districts are proposed to be formed by this reorganization; and

WHEREAS, the reasons for this proposal are as follows:

- 1) The uninhabited subject area is within the urban confines of the City and will generate service needs substantially similar to that of other incorporated urban areas which require municipal government service.
- 2) Annexation to the City of Manteca of the subject area will result in improved economics of scale in governmental operations while improving coordination in the delivery of planning services.
- 3) The residents and taxpayers of the County of San Joaquin will benefit from the proposed reorganization as a result of savings to the County by the reduction of County-required services unincorporated but urban-oriented areas.
- 4) The subject area proposed to be annexed to the City of Manteca is geographically, socially, economically, and politically part of the same urban area of which the City of Manteca is also a part.

- 5) The subject area is within the adopted Sphere of Influence of the City of Manteca.
- 6) Future inhabitants of a city residential subdivision in the subject area will gain immediate response in regard to police and fire protection, city garbage and trash collection service, street lighting service, modern sewer system, other municipal services and improvement of property values; and

WHEREAS, the Manteca Planning Commission at their regularly noticed public hearing of January 23, 2007 forwarded a recommendation of approval of said reorganization and recommended the certification of the Environmental Impact Report for said project prepared in compliance with the provisions of the California Environmental Quality Act (CEQA); and

WHEREAS, the City Council as the lead agency certified the Environmental Impact Report on February 6, 2007 and found that the Environmental Impact Report was prepared in compliance with the provisions of the California Environmental Quality Act (CEQA); and

WHEREAS, the City Council as the lead agency recommends the San Joaquin LAFCO Commission utilize the City of Manteca Certified Environmental Impact Report as its environmental document for said annexation.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF MANTECA does hereby approve this resolution and authorize the Community Development Director to file said application for annexation on behalf of the City of Manteca to annex said properties to the City of Manteca and detach from the Manteca-Lathrop Rural Fire District and County of San Joaquin comprising 230 acres, more or less.

DATED:

ROLL CALL:

AYES:

NOES:

ABSENT:

ABSTAIN:

**WILLIE W. WEATHERFORD
MAYOR**

ATTEST:

**JOANN TILTON, MMC
CITY CLERK**

RESOLUTION NO. R2007-__

**A RESOLUTION OF THE CITY COUNCIL OF THE
CITY OF MANTECA APPROVING GENERAL PLAN AMENDMENT (GPA-04-04)**

WHEREAS, the City Council of the City of Manteca held a public hearing on _____, to consider General Plan Amendment (GPA-04-04); and

WHEREAS, the Manteca Planning Commission at their regularly noticed public hearing of January 23, 2007 forwarded a recommendation of approval and;

WHEREAS, the project site has a General Plan land use designation of Low Density Residential 95.68 acres, General Commercial 12.09 acres and Medium Density Residential 4.39 acres; and

WHEREAS, the project site is proposed for a General Plan land use designation of Low Density Residential 87.47 acres, General Commercial 2.3 acres, Medium Density Residential 12.04 acres and Park 10.35 acres as shown on Exhibit "A" ; and

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

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF MANTECA does hereby approve General Plan Amendment (GPA-04-04).

DATED:

ROLL CALL:

AYES:

NOES:

ABSENT:

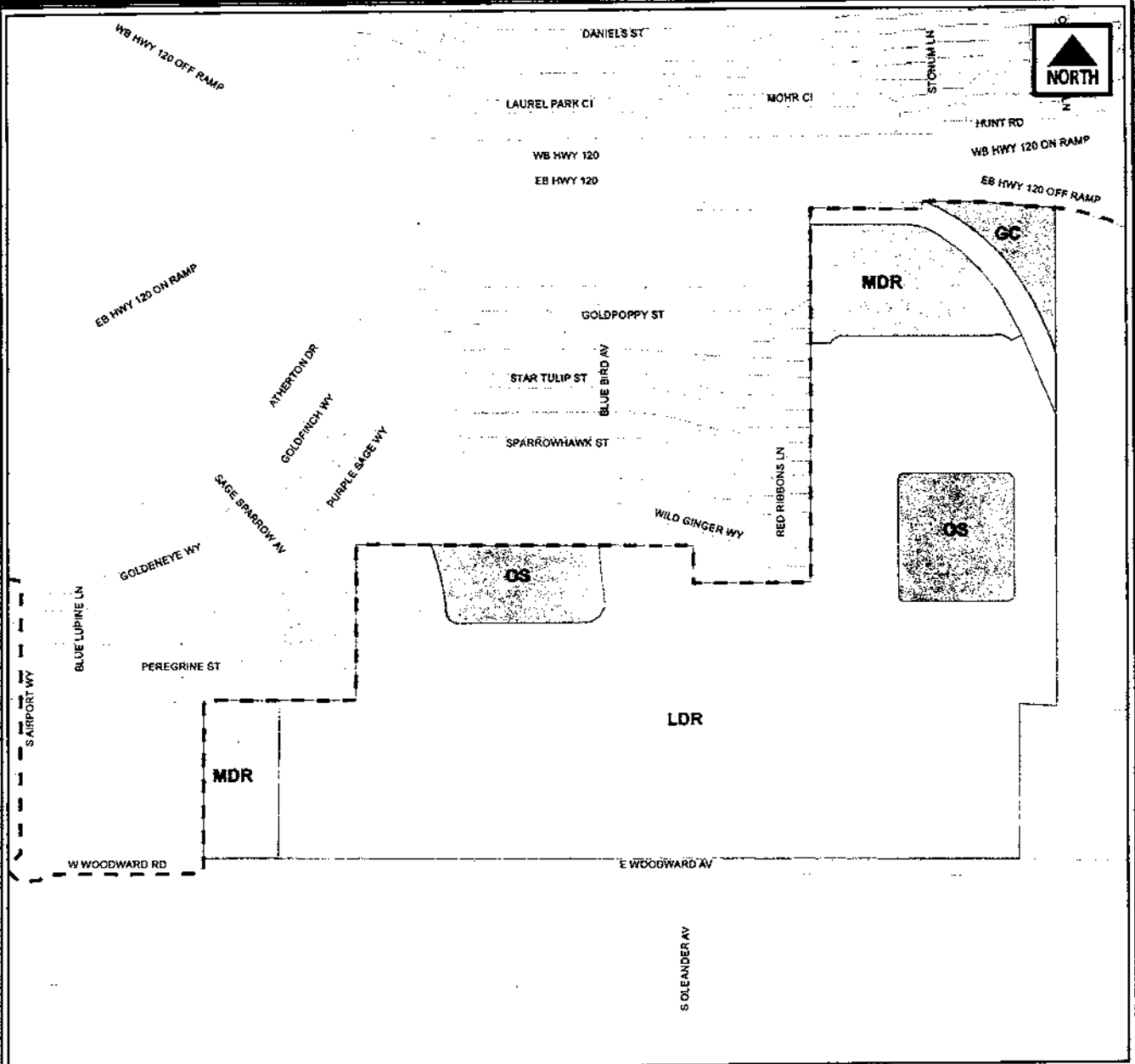
ABSTAIN:

**WILLIE W. WEATHERFORD
MAYOR**

ATTEST:

**JOANN TILTON, MMC
CITY CLERK**

EXHIBIT "A"



GENERAL PLAN AMENDMENT NO. GPA-04-04

Date: October 24, 2006

Initiated by: FCB Homes/ Raymus Homes

APN: 226-160-06, 226-160-07, 226-160-10, 226-160-11, 226-160-12, & 226-160-13

Amend: From GC (General Commercial) to MDR (Medium Density Residential)
From LDR (Low Density Residential) to OS (Open Space)

Acreage: MDR - 12.04
LDR - 87.47
GC - 2.3
PARK (OS) - 10.35
Total AC - 112.16

Legend

City Limit
Parcels



City Of Manteca
Community Development Department
1001 W. Center Street
Manteca, CA 95337

0 100 200 400 600 800 Feet

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

RESOLUTION NO. R2007-__

A RESOLUTION OF THE CITY COUNCIL OF THE
CITY OF MANTECA
MAKING THE FINDINGS AND
APPROVING THE SUNDANCE VESTING
TENTATIVE SUBDIVISION MAP NO. SDV-04-02

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

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

- a) This Resolution concerns Vesting Tentative Subdivision Map No. SDV-04-02 (the "**Map**"). The **Map** relates to the 110-acre Sundance Project. The **Map** is being processed concurrently with the Sundance Development Agreement ("**Development Agreement**") and share common conditions of approval with the Development Agreement (for example, Exhibit E to the Development Agreement).
- b) On January 23, 2007, following a public hearing it held to consider the **Map**, the Manteca Planning Commission recommended approval of the Map to the City Council.
- c) An Environmental Impact Report (EIR) and Mitigation Monitoring Plan for the **Map** and **Development Agreement** was prepared by the City in compliance with CEQA, State and City Guidelines and this City Council has reviewed and considered the information contained therein and certified the EIR .
- d) The **Map** is consistent with the General Plan and Zoning Ordinance and **Development Agreement**, all of which regulate development on this site.
- e) All governmental and utility agencies affected by the **Map** have been given the opportunity to respond to the **Map**.
- f) The **Map** is designed to maximize the number of units which have the potential for future passive or natural heating and cooling opportunities.
- g) None of the conditions described in Government Code Section 66474, Section (a) through (g) inclusive, exists with respect to the **Map**.

- h) The **Map** achieves a balance between the housing needs of the region, the public service of City residents and the available fiscal and environmental resources.

Section 2. Decision. The **Map** (Vesting Tentative Subdivision Map No. SDV-04-02) is hereby approved subject to the following conditions:

- a) The approval of the **Map** is hereby made contingent upon the approval, execution and "Effective Date" (as that term is defined in the Development Agreement); and
- b) The final map regarding the **Map** shall not be recorded until there has been compliance with all Conditions of Approval contained in Exhibit "E" to the **Development Agreement**.

DATED:

ROLL CALL:

AYES:

NOES:

ABSENT:

ABSTAIN:

**WILLIE W. WEATHERFORD
MAYOR**

ATTEST:

**JOANN TILTON, MMC
CITY CLERK**

RESOLUTION NO. R2007-__

A RESOLUTION OF THE CITY COUNCIL OF THE
CITY OF MANTECA
MAKING THE FINDINGS AND
APPROVING THE OLEANDER ESTATES
TENTATIVE SUBDIVISION MAP NO. SDJ-05-04

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

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

- a) This Resolution concerns Tentative Subdivision Map No. SDJ-05-04 the "**Map**"). The **Map** relates to the -112.36 acre Oleander Estates Project. The **Map** is being processed concurrently with the Oleander Estates Development Agreement ("**Development Agreement**") and share common conditions of approval with the Development Agreement (for example, Exhibit D to the Development Agreement).
- b) On January 23, 2007, following a public hearing it held to consider the **Map**, the Manteca Planning Commission recommended approval of the Map to the City Council.
- c) An Environmental Impact Report(EIR) and Mitigation Monitoring Plan for the **Map** and **Development Agreement** was prepared by the City in compliance with CEQA, State and City Guidelines and this City Council has reviewed and considered the information contained therein and certified the EIR .
- d) The **Map** is consistent with the General Plan and Zoning Ordinance and **Development Agreement**, all of which regulate development on this site.
- e) All governmental and utility agencies affected by the **Map** have been given the opportunity to respond to the **Map**.
- f) The **Map** is designed to maximize the number of units which have the potential for future passive or natural heating and cooling opportunities.
- g) None of the conditions described in Government Code Section 66474, Section (a) through (g) inclusive, exists with respect to the **Map**.

- h) The **Map** achieves a balance between the housing needs of the region, the public service of City residents and the available fiscal and environmental resources.

Section 2. Decision. The **Map** (Tentative Subdivision Map No. SDJ-05-04) is hereby approved subject to the following conditions:

- a) The approval of the **Map** is hereby made contingent upon the approval, execution and "Effective Date" (as that term is defined in the Development Agreement); and
- b) The final map regarding the **Map** shall not be recorded until there has been compliance with all Conditions of Approval contained in Exhibit "D" to the **Development Agreement**.

DATED:

ROLL CALL:

AYES:

NOES: None

ABSENT: None

ABSTAIN: None

**WILLIE W. WEATHERFORD
MAYOR**

ATTEST:

**JOANN TILTON, CMC
CITY CLERK**

TO: MANTECA CITY COUNCIL
2-06-2007 Meeting

FROM: OLEANDER ESTATES (RAYMUS HOMES)
SUNDANCE (FCB HOMES)

RE: REQUESTED CHANGES TO ENTITLEMENTS/APPROVALS

1. Development Agreement (DA) § 4.02(f)(1) at Page 12 (See Exhibit 1):
 - a. Remove Highway 120 interchange improvements from DA given that the same mitigations are already included in the Mitigation and Monitoring Report Program (MMRP) at § 4.7-1 and § 4.7-3 (pages 18 & 19). In addition, the City's existing Policy C-P-18, see attached, provides that the City shall include payment for highway interchanges in the PFIP. Also, these same impacts are further mitigated by the existing Regional Traffic Impact Fee (RTIF) and the existing county wide .5% sales tax.
 - b. If the proposed Highway 120 interchange improvements are for new or different impacts than already provided for in § 4.7-1 and § 4.7-3, then the following new mitigation measure is proposed:

Section 4.02(f)(1). "Developer also agrees to participate in the PFIP program approved by the City to fund Highway 120 interchange improvements, other than those described in § 4.7-1, § 4.7-3 and the RTIF, at Airport Way and Union Road. Developer shall only be responsible to pay prospectively at each building permit their pro-rata share of the cost of said interchange improvements as measured by an AB 1600 "nexus" study to be undertaken by the City and included as an addition to the existing PIFP fee for transportation improvements."

** Requested language change: Remove attached highlighted language from § 4.02(f)(1), at page 12 of DA.*

2. DA at § 4.02 (3)(A) and (B) at pages 13 and 14. (See Exhibit 2):
 - a. Revise the 50/50 payment schedule to the proposed 20/80 payment schedule previously approved by the City Council on all major projects. The 80% of the 20/80 shall be paid on a per building permit basis prior to the issuance of each building permit, or within one (1) year of the City's Notice of Availability of

the Project allocations for that respective year. This will prevent an economic competitive disadvantage.

** Requested language change:* At § 4.02(3)(A) and (B), at page 13 of DA, add new attached revised language.

3. DA at § 4.02(4) at page 14 (See Exhibit 3):

- a. The alternative water storage tank payment proposal is for Oleander and Sundance to each pay \$1,775.00 for each building permit in their respective 1st Phase. (Oleander @ \$1,775 X 144 permits = \$255,600 and Sundance @ \$1,775 X 177 permits = \$314,175). The remainder due from Oleander (\$966,000 - \$255,600 = \$710,400) and the remainder due from Sundance (\$943,000 - \$314,175 = \$628,825) shall be paid by each party prior to any building permit for any subsequent phase or on or before 1-10-2010, whichever shall first occur. In addition, an Area of Benefit (AOB) shall be created to reimburse Oleander and Sundance given their excess contribution of \$1,621,440 above their fair share nexus amount of \$287,560 (10.27%).

** Requested language change:* At § 4.02(3)(A) and (B), at pages 13 and 14 of DA, change payment language to \$1,775 for each building permit in Phase 1 with balance due prior to any building permits for any subsequent phase or on or before 1-10-2010, whichever shall first occur, with an Area of Benefit (AOB) for reimbursement.

4. Mitigation and Monitoring Report Program (MMRP) at § 4.7-3(a) & (b) and § 4.7-4(a) at pages 18 -21 (See Exhibit 4):

- a. The MMRP provides for various fair share fees to be collected for specific improvements and to be completed before the issuance of the 300th building permit. The environmental impact report (Traffic Study by Fehr and Peers) only required this time line for one improvement – the Airport Way and Hwy 120 eastbound ramps. The fair share fees for the improvements and the timeline for the construction of the improvements are dependent on the continuing city wide build-out and should be paid with each building permit as was done with Union Ranch. If appropriate, an additional traffic analysis study could be completed at the end of each project's Phase 1 to determine each Project's fair share toward and the approximate time line for these additional improvements.

** Requested language change:* At § 4.7-3(a) & (b) and § 4.7-4(a), at pages 18-21 of MMRP, change timing of various

fair share fees to be spread over entire project build out at each building permit. (except for Airport Way and Hwy 120 eastbound ramps prior to issuance of 300th building permit)

5. Mitigation and Monitoring Report Program (MMRP) at REC 1 at page 34 (See Exhibit 5):

- a. The Exhibit "F" (Current City Fees) to the Development Agreement reflects #10 as Parks Fee. We are requesting confirmation that both REC 1 and #10 from Exhibit "F" are the same fee. If not then the required fee does not comply with AB 1600 and is an open-ended fee with no nexus. The fee is not an existing fee at the time of approval and falls outside the category of fees described in the DA.

* *Requested language change:* *Remove MMRP REC 1 condition if duplicative of DA Exhibit F #10.*

Applicable Law, as described above, unless the City determines that the conditions are necessary to protect residents of the City from a threat or condition that is dangerous to their health or safety or both.

(e) 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").

(f) Impact Fees.

(1) Generally. All City fees relating to new development are collectively referred to in this agreement as "Impact Fees." Some Impact Fees are assessed on a square footage basis, while others require payment of a set amount (flat fee) regardless of square footage. In addition, the First Tentative Map contains Conditions of Approval requiring the payment of certain Impact Fees. Developer shall pay only those categories of Impact Fees that are in force and effect on the Effective Date as well as those Impact Fees set forth in the Conditions of Approval and the Mitigation Monitoring Program (collectively "Impact Fees") in the amount that is further described in Section 4.02(f)(2) below and as described in Exhibit F to this Agreement, as well as one additional fee to which this Project may be subject (Fee #20 on Exhibit F). Developer also agrees to participate in a funding mechanism to be approved by the City to help fund Highway 120 interchange improvements. Developer shall only be responsible to pay his/her pro-rata share of the cost of said interchange improvements. Developer, however, shall not be required to pay the same Impact Fee for the same Project home twice (for example, if the Impact Fee appears as a Condition of Approval as well as in this Agreement). A list of such fees presently in force and effect is set in Exhibit F to this Agreement.

(2) Fees Payable Prior to Building Permit Issuance. Developer shall pay at building permit issuance for each Project home and other structure (unless another time is set forth in the resolution or ordinance establishing the categories of Impact Fees, Mitigation Monitoring Report Program or the Conditions of Approval) the Impact Fees. Developer shall pay the amount of the particular category Impact Fee that is in force and effect at the time of such building permit issuance or at such other time the Impact Fee is required to be paid as set forth in the resolution or ordinance establishing the Impact Fees, Mitigation Monitoring Report Program or the Conditions of Approval or as determined by a fair share analysis approved by the City.

(3) Development Agreement Fees. In addition, Developer shall pay the following fees per home for the new Project homes.

Fees for Project Allocations for 2006, 2007 and 2012:

Development Agreement Fee:	\$5,145
Public Facilities Fee:	\$2,573
Public Safety Endowment Fee:	\$5,000
Development Services Fee:	\$394
Recreation Amenities Fee:	\$3,000

- ▶ **Policy C-P-2:** Manteca's target for transportation LOS is to provide Citywide average LOS of C or better, and a minimum of LOS D at any individual location. This "C average, D minimum" shall be accomplished by attempting to provide LOS C at all locations, but accepting LOS D under the following circumstances:
 - a. Where constructing facilities with enough capacity to provide LOS C is found to be unreasonably expensive. This applies to facilities, for example, on which it would cost significantly more per dwelling unit equivalent (DUE) to provide LOS C than to provide LOS D.
 - b. Where it is difficult or impossible to maintain LOS C because surrounding facilities in other jurisdictions operate at LOS D or worse.
 - c. Where free-flowing roadways or interchange ramps would discourage use of alternate travel modes.
 - d. Where maintaining LOS C will be a disincentive to use of existing alternative modes or to the implementation of new transportation modes that would reduce vehicle travel.
- ▶ **Policy C-P-3:** Streets shall be dedicated, widened, extended, and constructed according to the Street cross-section diagrams established in the City Improvement Standards. Dedication and improvement of full rights-of-way as shown in the Street Standards shall not be required in existing developed areas where the City determines that such improvements are either infeasible or undesirable.
- ▶ **Policy C-P-4:** Major circulation improvements shall be completed as abutting lands develop or re-develop, with dedication of right-of-way and construction of improvements, or participation in construction of such improvements, required as a condition of approval.
- ▶ **Policy C-P-5:** Development that would necessitate roadway improvements prior to the development of lands abutting those roadway improvements shall be required to make such improvements, or participate in such improvements, as a condition of approval.
- ▶ **Policy C-P-6:** New development will pay a fair share of the costs of street and other traffic and transportation improvements based on traffic generation and impacts on levels of service in conformance with the standard and policies established in the Public Facilities Implementation Plan.
- ▶ **Policy C-P-12:** The City shall promote development of a perimeter road system along Lathrop Road, Austin Road, Woodward Avenue, and Airport Way.
- ▶ **Policy C-P-15:** Residential subdivisions with lots fronting on an existing freeway or arterial street shall provide for a separate frontage road. Developers shall build frontage roads per City improvement standards.
- ▶ **Policy C-P-17:** Residential subdivisions backing onto a freeway are discouraged. Where subdivisions back on to an arterial street or collector street, the developer shall have the option to build a masonry wall or a combination wall and berm. The top of walls along freeways shall be at least eight-feet above the elevation of the freeway travel lanes. Walls and berms shall be attractive and developed for low maintenance. All such berms and walls shall be approved by the City.
- ▶ **Policy C-P-18:** In accord with the PFIP the City shall assess development fees for traffic signals and highway interchanges sufficient to fund system wide improvements. The development fee schedule for these traffic improvements shall be periodically reviewed, and revised as necessary.

The City also requires new development to participate in funding and construction of collector and arterial street improvements identified in the City's Street Master Plan.

SUNDANCE

(A) Twenty percent (20%) of the above-noted fees for the 2006 Project
Allocations shall be paid to the City within thirty (30) days of the City's Notice of the availability of Project Allocations for that year for the number of allocations granted in that City's Notice. The remaining Eighty percent (80%) of these fees shall be paid to the City prior to the issuance of each building permit, or within one (1) year of the date of the City's Notice of the availability of the Project allocations for 2006. In the event the Developer fails to pay said fees in the prescribed time, those Project Allocations for which a fee has not been paid shall be relinquished to the City, and the Developer shall not be entitled to reimbursement of any fees paid prior to that date.

(B) Twenty percent (20%) of the above-noted fees for the 2007 Project
Allocations shall be paid to the City within one-hundred eighty (180) days of the City's Notice of the availability of Project Allocations for that year for the number of allocations granted in that City's Notice. The remaining Eighty percent (80%) of these fees shall be paid to the City prior to the issuance of each building permit, or within one (1) year of the date of the City's Notice of the availability of the Project allocations for 2007. In the event the Developer fails to pay said fees in the prescribed time, those Project Allocations for which a fee has not been paid shall be relinquished to the City, and the Developer shall not be entitled to reimbursement of any fees paid prior to that date.

(C) Twenty percent (20%) of the above-noted fees for the Project
Allocations for the remaining years shall be paid to the City within thirty (30) days of the City's Notice of the availability of Project Allocations for the respective years for the number of allocations granted in that City's Notice. The remaining Eighty percent (80%) of these fees shall be paid to the City prior to the issuance of each building permit, or within one (1) year of the date of the City's Notice of the availability of the Project allocations for that respective year. In the event the Developer fails to pay said fees in the prescribed time, those Project Allocations for which a fee has not been paid shall be relinquished to the City, and the Developer shall not be entitled to reimbursement of any fees paid prior to that date.

(D) The City shall adjust the fees noted in Sections 4.02(f)(3) in January of each year during the Term of this Agreement. Such adjustment shall be based on the change of the Twenty-City U.S. Average Engineering News-Record Official Construction Cost Index, and Developer shall pay those fees in place at time payment is due. The first year's adjustment shall reflect the change in the Engineering News-Record Construction Cost Index from the Effective Date to January 1 of the following year. In each subsequent year, the adjustment shall reflect the change in the Construction Cost Index from January one year to January the following year, during the Term of the Agreement. In no event shall the fees be less than in any previous year.

Deleted: Fifty

Deleted: 5

Deleted: Developer shall also, within the same thirty (30)-day period, provide a Letter of Credit, in a form approved by the City, for the remaining fifty percent (50%) of the fees. The Letter of Credit shall include terms that allow the City to draw down funds consistent with the terms of this Agreement.

Deleted: The remaining fifty percent (50%) of the fees shall be due and payable according to the following "performance schedule," or within one year of the City's Notice of the availability of Project Allocations for that year - whichever occurs first.

i. Performance Schedule. The fifty percent (50%) of the fees that are provided through an approved Letter of Credit shall be released to the City within ten (10) business days of the following:

(a) Twenty-five percent (25%) of the total fees upon City's approval of the improvement plans for each phase of the Project; and

(b) Twenty-five Percent (25%) of the total fees upon City's approval of each final map for the Project.

Deleted: Fifty

Deleted: 5

Deleted: Developer shall also, within the same thirty (30)-day period, provide a Letter of Credit, in a form approved by the City, for the remaining fifty percent (50%) of the fees. The Letter of Credit shall include terms that allow the City to draw down funds consistent with the terms of this Agreement.

Deleted: .

Deleted: .

Deleted: The remaining fifty percent (50%) of the fees shall be due and payable according to the "performance schedule," or within one year of the City's Notice of the availability of Project Allocations for that year - whichever occurs first.

Deleted: Fifty

Deleted: 5

Deleted: Developer shall also, within the same thirty (30)-day period, provide a Letter of Credit, in a form approved by the City, for the remaining fifty percent (50%) of the fees. The Letter of Credit shall include terms that allow the City to draw down funds consistent with the terms of this Agreement.

Deleted: The remaining fifty percent (50%) of the fees shall be due and payable according to the "performance schedule," or within one year of the City's Notice of the availability of Project Allocations for that year - whichever occurs first.

Deleted: (D) In the event improvement plans and/or final maps are approved in previous years, prior to the issuance of the first building permit, the City shall release the remaining fifty percent (50%) of the fees to the City within ten (10) business days of the following:

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OLEANDER

Recreation Amenities Fee: \$3,000

Said Development Agreement Fees shall be paid according to the following schedule:

(A) Twenty percent (20%) of the above-noted fees for the 2006 Project Allocations shall be paid to the City within thirty (30) days of the City's Notice of the availability of Project Allocations for that year for the number of allocations granted in that City's Notice. The remaining eighty percent (80%) of these fees shall be paid to the city prior to the issuance of each building permit, or within one (1) year of the date of the City's Notice of the availability of the Project allocations for 2006. In the event the Developer fails to pay said fees in the prescribed time, those Project Allocations for which a fee has not been paid shall be relinquished to the City, and the Developer shall not be entitled to reimbursement of any fees paid prior to that date.

(B) Twenty percent (20%) of the above-noted fees for the 2007 Project Allocations shall be paid to the City within one hundred eighty (180) days of the City's Notice of the availability of Project Allocations for that year for the number of allocations granted in that City's Notice. The remaining eighty percent (80%) of these fees shall be paid to the city prior to the issuance of each building permit, or within one (1) year of the date of the City's Notice of the availability of the Project allocations for 2007. In the event the Developer fails to pay said fees in the prescribed time, those Project Allocations for which a fee has not been paid shall be relinquished to the City, and the Developer shall not be entitled to reimbursement of any fees paid prior to that date.

(C) Twenty percent (20%) of the above-noted fees for the Project Allocations for the remaining years shall be paid to the City within thirty (30) days of the City's Notice of the availability of Project Allocations for the respective year for the number of allocations granted in that City's Notice. The remaining eighty percent (80%) of these fees shall be paid to the city prior to the issuance of each building permit, or within one (1) year of the date of the City's Notice of the availability of the Project allocations for that respective year. In the event the Developer fails to pay said fees in the prescribed time, those Project Allocations for which a fee has not been paid shall be relinquished to the City, and the Developer shall not be entitled to reimbursement of any fees paid prior to that date.

(E) The City shall adjust the fees noted in Sections 4.02(f)(3) in January of each year during the Term of this Agreement. Such adjustment shall be based on the change of the Twenty-City U.S. Average Engineering News-Record Official Construction Cost Index, and Developer shall pay those fees in place at time payment is due. The first year's adjustment shall reflect the change in the Engineering News-Record Construction Cost Index from the Effective Date to January 1 of the following year. In each subsequent year, the adjustment shall reflect the change in the Construction Cost Index from January one year to January the following year, during the Term of the Agreement. In no event shall the fees be less than in any previous year.

(4) Other Fees. Developer shall be subject to and shall comply with development mitigation requirements (i.e. fees, etc.) imposed by regional, State or Federal authority as if this Agreement were not in effect. The rights secured through this Agreement shall not better or worsen Developer's situation relative to such mitigation requirements.

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Development	Dwelling Units	Development Peak Hour Demand +15% Redundancy (gpm)	Total Peak Hour Demand +15% Redundancy (gpm)	Water Supply Available (gpm)	Peak Hour Water		Water Supply Change (Time Used %)
					Supply	Balance (gpm)	
Existing	Pop. 57,203	26,880	26,880	29,175	-3,095	Surface Water Tanks 283	
Valmont Lots	731	1116	27,976	28,775	1,749		
Prater Arms	273	228	28,203	29,175	1,522		
Terma Ridge	168	241	28,445	28,175	1,280		
Vista Trismo West	760	1160	29,605	28,775	120		
Antigua	120	183	28,788	28,175	-613		
16800	485	740	30,528	2,500	1,697	Wet 25	
Deer Estates	423	646	31,174	32,225	1,051		
Union Ranch	1980	2982	34,156	34,725	569	Wet 27	
Prismo West	181	282	34,437	35,175	738	Wet 24	
Shadowbrook	497	759	35,215	31,735	1,510		
Rockwell Estates	80	151	35,366	36,725	1,359		
Covello	62	85	35,451	36,725	1,204		
Alperton/Glenview Development	82	140	35,461	36,725	1,264		
Area 141 Activation	12	18	35,478	36,725	1,246		
Westport	24	37	35,516	36,725	1,209		
Summit/Oaklander Anticipation	1074	1639	37,155	38,725	2,570	Add Tank 28	
Inner Estates	212	331	37,486	39,775	2,288		
				39,725			
				1,178		Surface Tank Delivery to 11500 ARV	
				40,804	3,418		
				40,604	3,418		
				40,320	2,843	Remove Wet 6	
				39,629	2,843	Remove Wet 5	
				38,628	1,343	Wet 14 Reduction	
				38,300			
			37,486	38,528	1,043	Wet 16 Reduction	

Not included in Total Demand-No Allocation

Development Peak Hour Demand $\div$ 15% Redundancy = (Demanding Utility) $\times$ (Peak Hour Factor) $\times$ (Redundancy Factor)
 Total Peak Hour Demand = Cumulative Total of existing peak hour demands and Development Peak Hour Demand $\div$ 15% Redundancy
 Water Supply Available = Peak Capacity of WWS and Served Water, gpm
 Peak Hour Water Supply Balance = Total Peak Hour Demand - Water Supply Available

Breeding Unit Demand, qbm	0.474
Agd Breeding Unit Demand, qbm	0.259
Peak Hour Factor	2.8
Reliability Factor	1.15

City of Manteca
Water Capacity Analysis
January 6th, 2007

250

water?

water pressure

Water System Capacity

36,725 gpm* before Tank 26

Existing Usage

26,860 gpm

Projects	2005	2006	2007	2008	2009	2010	2011	2012	2013
Vacant Lots (50 per year)	0	0	76	76	76	76	76	76	76
Paseo Apts	226	0	0	0	0	0	0	0	0
Terra Bella	151	90	0	0	0	0	0	0	0
Villa Ticino West	0	0	151	219	219	151	151	93	0
Antigua	100	83	0	0	0	0	0	0	0
Tesoro	229	229	229	53	0	0	0	0	0
Dutra Estates	153	153	153	153	34	0	0	0	0
Union Ranch	609	609	609	609	151	3	0	0	0
Paseo West	153	139	0	0	0	0	0	0	0
Shadowbrook	0	0	229	229	229	72	0	0	0
Rodoni Estates	76	75	0	0	0	0	0	0	0
Crivello Estates	0	0	0	0	0	0	0	0	0
Airport/Yosemite	0	0	0	0	0	0	0	0	0
Ken Hill Estates	17	0	0	0	0	0	0	0	0
Westport	37	0	0	0	0	0	0	0	0
Sundance/Oleander Estates	0	113	224	469	339	0	0	0	0
Milner Estates	0	85	122	124	0	0	0	0	0
Total Usage	28,611	30,187	31,980	33,912	34,960	35,262	35,489	35,658	35,734

Note:

All projects shown above can develop prior to the construction of Tank #26.
Water allocations based on sewer allocations.

WHEN RECORDED, PLEASE RETURN TO
CITY OF MANTECA, 1001 W. CENTER ST.
MANTECA, CA-95337
ATTENTION: JOANN TILTON, CMC
CITY CLERK

DOC # 2005-219763
09/01/2005 10:26A Fee:271.00
Page 1 of 89

Recorded in Official Records
County of San Joaquin
GARY W. FREEMAN
Assessor-Recorder-County Clerk
Paid by SHOWN ON DOCUMENT



DEVELOPMENT AGREEMENT
BY AND BETWEEN THE CITY OF MANTECA
AND PULTE HOMES CORPORATION AND UNION RANCH PARTNERS, RELATING
TO THE
DEVELOPMENT KNOWN AS UNION RANCH

	15.8% of the total cost of this improvement. The project applicant shall fully fund the installation of a traffic signal at this intersection and shall coordinate with the City on its installation. Funds for the signal shall be deposited into the City's Public Facilities Improvement Program (PFIP) fund. As the area builds out and PFIP fees are collected, the City shall refund or issue credit for 84.2% of the total cost for the traffic signal improvement. The total dollar amount shall be determined in consultation with the appropriate agencies when final project approvals are sought. Because this intersection currently operates unacceptably, installation of the traffic signal shall be completed before final occupancy of the first housing unit developed as part of Phase 1.				
4.11-2b	The project applicant shall pay its fair share of the cost for installation of a traffic signal at the Airport Way/Louise Avenue intersection. Implementation of this measure would improve operations at this intersection to LOS C. Using Caltrans methodology to determine fair share costs, the MRSF project would be responsible for approximately 2.0% of the total cost for this improvement. The total dollar amount shall be determined in consultation with the appropriate agencies when final project approvals are sought. Payment for improvements will occur as part of the collection of Public Facilities Improvement Program (PFIP) fees at the issuance of building permits.	Before issuance of building permits	Project applicant	Verify payment of fees into City of Manteca's Public Facilities Improvement Program	
4.11-2c	The project applicant shall pay its fair share of the cost for installation of a traffic signal at the Lathrop Road/McKinley Avenue intersection. Implementation of this measure would improve operations at this intersection to LOS B. Using Caltrans methodology to determine fair share costs, the MRSF project would be responsible for approximately 29.6% of the total cost for this improvement. The total dollar amount shall be determined in consultation with the appropriate agencies when final project approvals are sought. Payment for improvements will occur as part of the collection of Public Facilities Improvement Program (PFIP) fees at the issuance of building permits.	Before issuance of building permits	Project applicant	Verify payment of fees into City of Manteca's Public Facilities Improvement Program	
4.11-2d	The project applicant shall pay its fair share of the cost for construction of southbound left turn and right turn lanes along Union Road at the Lathrop Road/Union Road intersection. The project applicant shall also pay its fair share of the cost for construction of a right turn lane along westbound Lathrop Road at this intersection. These improvements shall be constructed concurrently with Union Ranch development. Implementation of these measures would improve operations of this intersection to LOS D. Using Caltrans methodology to determine fair share costs, the MRSF project would be	Before issuance of building permits	Project applicant	Verify payment of fees into City of Manteca's Public Facilities Improvement Program	

Exhibit "F"

Current City Fees

(a) Standard Residential Fees:

The following list gives general references to the types of fees that are assessed to residential development as of _____, 2006, the effective date of this Oleander Estates Development Agreement. Some of the fees are assessed based on square footage of the particular residential unit, while others are standard (flat fee) regardless of the size of the dwelling. All of these fees may be adjusted by City (increased or decreased) from time to time during the life of the Project and the Development Agreement, pursuant to the enabling ordinance or resolution, and as provided for in Section 4.02(g) of the Agreement. Developer shall pay the amount of the particular fee in force and effect at the time of such building permit issuance, unless otherwise provided for in the enabling resolutions or ordinances.

- (1) Building Permit Fee
- (2) Plan Check Fee
- (3) Plumbing/Mechanical/Electrical Fee
- (4) S.M.I.P. (Earthquake) State Fee
- (5) Sewer Collection Fee
- (6) Sewer Treatment Fee
- (7) Sewer Overlay Fee
- (8) Water Distribution fee
- (9) Water Meter Fee
- (10) Parks Fee
- (11) Transportation Fee
- (12) Storm Drainage Fee
- (13) Government Building Facilities Fee
- (14) Major Equipment Purchase Fee
- (15) Fire Facilities Fee
- (16) Business License Tax
- (17) San Joaquin County Multi-Species Habitat Conservation and Open Space Plan Fee
- (18) County Facilities Fee
- (19) Agricultural Mitigation (South San Joaquin County Farmland Conversion Fee)
- (20) Mitigation fees that may be established as a result of the settlement of the City of Lathrop vs. City of Manteca, City Council for City of Manteca, CV025308

Agenda Item A-1

Addendum

City Council Agenda
February 6, 2007
Public Hearing

Reviewed by:
City Mgr.'s Office: 

Memo To: Manteca City Council

From: Karen L. McLaughlin, Assistant City Manager 

Date: February 6, 2007

Subject: Sundance and Oleander Development Agreements/Map Conditions

Recommendation:

Approve Item A-1, with the amendments to the conditions of approval (Exhibit D for the Oleander development agreement and Exhibit E for Sundance) noted in the attachments.

Background:

It has been called to staff's attention that a few inconsistencies exist in the Sundance and Oleander tentative map conditions. Staff is proposing some minor amendments to the conditions to clarify these issues. Some of the conditions, or parts of them, can be deleted because they are already City standards that apply to all projects. Others are amended to provide clarification. Redlined versions of the conditions showing the changes are attached. With Council's approval of this project, the attached revised conditions will be incorporated into the final development agreements.

KLM

Exhibit D

Consolidated Development Review Conditions

Tentative Subdivision Map No. SDJ-05-04
Planned Combined Development No. PCD-05-04

Oleander
Revised 2/6/07

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1. Developer shall install all improvements associated with subdivision to city Laws, Improvement plans for each phase of onsite development shall be submitted to the City Engineer for approval with each final map.
2. Developer shall provide easements, requested by the respective utility companies, within the subdivision and shall show said easements on the final map. Any existing on-site facilities to the Project that are affected by this Project shall be relocated or placed underground at the Developer's expense. On-site facilities shall include frontage roads at the project.
3. Developer shall dedicate ten-foot (10) wide public utility easements on all street frontages for underground facilities and appurtenances, upon approval and recordation of each final map.
4. Developer shall contact the local post office for direction regarding placement of mail receptacles or any other type of mail delivery proposed.
5. Developer shall contact Manteca Unified School District Facilities Planning regarding school fees and requirements. Developer shall annex the project to a Manteca Unified School District Community Facilities District, upon approval and recordation of the first final map.
6. Developer shall indicate on the tentative map topographical information which shall include one-foot (1') contour intervals and benchmark data.
7. Developer shall obtain appropriate encroachment permit(s) for any work required within the San Joaquin County right-of-way.
8. Developer shall include a copy of the City's Right-to-Farm ordinance with each property deed provided to homebuyers.
9. During all construction phases, Developer shall 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 (PM10) entrained into the ambient air from man-made sources.
10. Developer shall relinquish to the City of Manteca the following access rights: from adjoining lots to Woodward Avenue, Union Road and Peach Avenue (McKinley Parkway); from Lots 1 and 76 to Street "C"; from Lots 90 through 93 and Lots 156 through 158 to Oleander Avenue; from Lots 170 and 212 to Street "Z"; from Lots 455 and 544 to Street "G"; from Lots 340 and 341 to Street "V".

1 (Oleander)

11. An interim turn around is required at the west end of Street "G" and Street "X" until the streets are extended. Lots adjacent to the turnaround can not be developed until such time as the interim turn around is removed.
12. The Developer shall incorporate traffic calming devices into street "G"
13. Developer shall dedicate, or acquire on the City's behalf, sufficient right-of-way to complete the Woodward Avenue improvements described below.
14. Developer shall remove and replace the existing pavement with a new street structural section along the subdivision's Woodward Avenue frontage.
15. Developer shall construct full width street improvements along Woodward Avenue, including curb, gutter, five (5) foot meandering sidewalk, landscaping with trees and automatic irrigation system, a seven (7) foot high masonry sound wall, street lights and pavement all in accordance with City Standards ST-3 and ST-38. Developer shall also construct a twelve (12) foot wide raised landscaped median with automatic irrigation system centered on the ultimate Woodward Avenue centerline. Improvements behind the back of curb may be excluded on the far side.
16. Developer may, in accordance with Title 16 of the Manteca Municipal Code, request City Council's approval to construct a part-width street along Woodward Avenue. City Council must approve the request by a four-fifths (4/5ths) vote.
17. If a part-width street is approved by City Council, Developer shall construct Woodward Avenue as stated above with the exception of constructing fourteen feet of pavement (which includes a twelve (12) foot travel lane and two (2) foot shoulder) on the far side of the median.
18. Developer shall overlay portions of Woodward Avenue extending westerly to Airport Way with development of said project west of Oleander Road and easterly to Union Road with development of said project east of Oleander Road to accommodate the additional traffic volumes generated by this subdivision. This condition shall be waived if other projects have already completed said work.
19. Developer shall dedicate, or acquire on the City's behalf, sufficient right-of-way to complete the Union Road improvements described below.
20. Developer shall construct full width street improvements along Union Road, including curb, gutter, five (5) foot meandering sidewalk, landscaping with trees and automatic irrigation system, a seven (7) foot high masonry sound wall, street lights and pavement all in accordance with City Standards ST-3 and ST-38. Developer shall also construct a twelve (12) foot wide raised landscaped median with automatic irrigation system centered on the ultimate Union Road centerline. Improvements behind the back of curb may be excluded on the far side.
21. Developer may, in accordance with Title 16 of the Manteca Municipal Code, request City Council's approval to construct a part-width street along Union Road. City Council must approve the request by a four-fifths (4/5ths) vote.
22. If a part-width street is approved by City Council, Developer shall construct Union Road as stated above with the exception of constructing fourteen feet of pavement (which includes a twelve (12) foot travel lane and two (2) foot shoulder) on the far side of the median.

2 (Oleander)

23. Developer shall dedicate, or acquire on the City's behalf, sufficient right-of-way to complete the Peach Avenue improvements described below.
24. Developer shall construct full width street improvements along Peach Avenue, excluding the frontage of the parcel labeled "Not a Part", but including curb, gutter, five (5) foot meandering sidewalk, landscaping with trees and automatic irrigation system, a seven (7) foot high masonry sound wall (except in front of existing home parcel), street lights and pavement all in accordance with City Standards ST-3 and ST-38. Developer shall also construct a twelve (12) foot wide raised landscaped median with automatic irrigation system centered on the ultimate Peach Avenue centerline. Improvements behind the back of curb may be excluded on the far side. Developer shall construct full width improvements along the Peach Avenue parcel labeled "Not a Part", including curb, gutter, (5) five feet meandering sidewalk with driveway access to existing home.
25. Developer may, in accordance with Title 16 of the Manteca Municipal Code, request City Council's approval to construct a part-width street along Peach Avenue. City Council must approve the request by a four-fifths (4/5ths) vote.
26. If a part-width street is approved by City Council, Developer shall construct Peach Avenue as stated above with the exception of constructing fourteen feet of pavement (which includes a twelve (12) foot travel lane and two (2) foot shoulder) on the far side of the median.
27. Developer shall dedicate, or acquire on the City's behalf, sufficient right-of-way to complete the Oleander Avenue improvements described below.
28. Developer shall remove and replace the existing pavement with a new street structural section along the subdivision's Oleander Avenue frontage.
29. Developer shall construct full width street improvements along the Oleander Avenue frontage of this subdivision. Improvements shall be in accordance with City of Manteca Collector Street Standard ST-2.
30. Developer shall reconstruct and/or overlay portions of Oleander Avenue extending southerly to Peach Avenue to accommodate the additional traffic volumes generated by this subdivision. This condition shall be waived in other projects have already completed said work.
31. The following traffic indices are recommended:

Woodward Avenue	9.0
Peach Avenue	9.0
Union Road	9.0
Oleander Avenue	6.0
60' right-of-ways	5.0
50' right-of-ways	4.5
cul-de-sacs	4.0

32. Soils R-Value tests shall be taken in the vicinity of Lots 29, 70, 164, 262, 329, 415 and 458. A report shall be submitted to the City Engineer with calculations determining the street structural design. Street structural design shall be in conformance with Resolution R-5633, "Street Structural Design Policy".

33. In accordance with Conditions 4 and 5 of said Resolution R-5633, the minimum structural cross-section shall be 2 1/2 inches asphalt concrete over 4 inches of aggregate base.
34. Developer shall include in the subdivision design, bus/landscape maintenance turn-outs per City Standard ST-39, on Woodward Avenue east of Oleander Avenue and on Union Road south of Street "G". The location and design of turn-out shall be shown as part of the subdivision improvement plans.
35. Developer shall install all streetlights to City Standards enabling the street lighting system to be placed on the P.G.&E. LS-2A energy rate schedule.
36. Developer shall provide bicycle lanes along Oleander Avenue and Peach Avenue in compliance with the City of Manteca's Bicycle Route Master Plan.
37. A seven-foot (7') high masonry sound wall along those streets where access rights have been relinquished to the City of Manteca. All masonry walls shall be reinforced, solid grout filled and constructed at the site (No prefabricated walls). The City shall have the right to approve wall design, masonry block style and color. The wall height shall step down to forty-two (42) inches high in the front building set back areas. (Developer shall install fencing and walls as follows: (WALL HEIGHTS SHALL BE THE HIGHER OF THOSE SPECIFIED HEREIN OR THOSE SPECIFIED IN A NOISE ANALYSIS FOR THIS DEVELOPMENT))
38. A six-foot (6') high chain link fence along the west and south line of the westerly Park/Basin at Streets "C" and "G", along the east line of the easterly Park/Basin at Streets "G" and "Z" and along the north line of the Future Boys and Girls Club;
39. A six-foot (6') high chain link fence, extending from building set back line to building set back line, across all streets stubbed to undeveloped land;
40. A six-foot (6') high wood fence along the lot lines abutting undeveloped lands or farmlands. Said wood fence to be constructed with construction of homes.
41. The existing 12" sanitary sewer force main in Woodward Avenue does not have sufficient capacity for sanitary sewer from this subdivision, therefore it will be necessary for Developer to install an interim sanitary sewer pump station at a location to be approved by the Public Works Department with a force main in Oleander Avenue and Woodward Avenue extending to the Tara Park sanitary sewer pump station located in the Dutra Estates subdivision at the intersection of Woodward Avenue and the new McKinley Avenue. The pump station shall be designed to be converted to a gravity flow system flowing into the City's Master Plan sewer trunk in Peach Avenue when the trunk line becomes available. Developer shall endeavor to join forces with the Developer of the Sundance Subdivision to the north and the Developer of the Silva Estates Subdivision to the east, to construct a single pump station to serve all three subdivisions.
42. In addition to flows from this subdivision, the force main shall be 18 inches in diameter. It shall accommodate sanitary sewer flows from a total of 3400 dwelling unit equivalents.
43. In accordance with the City's "Area of Benefit Establishment Criteria Policy", Developer may request the formation of an area of benefit to recover a proportionate share of the cost of installing the force main in Woodward Avenue from development served by the force main. In

accordance with said policy, Developer shall prepare an Engineer's Report for approval by the City.

44. The sanitary sewer force main shall be increased in size at the Airport Way/Woodward Avenue intersection to accommodate the interim sanitary sewer flows from the Machado Estates Tentative Map area (160 acres) located at the southwest corner of Airport Way and Woodward Avenue.
45. Developer(s) shall deposit funds with City, prior to acceptance of the final phase of this development, to pay for removal of all pump station equipment and abandonment of the pump station, in accordance with City requirements, when the gravity sewer trunk line is available. These decommissioning costs shall be included in an area of benefit for the pump station improvements.
46. A dry gravity sanitary sewer line shall be constructed at a location agreed upon by Public Works extending to the south boundary of this subdivision for eventual connection to the future PFIP sanitary sewer trunk line in Peach Avenue. The gravity line shall be sized to accommodate flows from this subdivision plus the area described above.
47. In accordance with the City's "Area of Benefit Establishment Criteria Policy", Developer may request the formation of an area of benefit to recover a proportionate share of the cost of installing the force main in Woodward Avenue from development served by the force main. In accordance with said policy, Developer shall prepare an Engineer's Report for approval by the City.
48. Developer shall construct an eighteen (18) inch sanitary sewer trunk line in Union Road, along the frontage of this subdivision, in accordance with the Sanitary Sewer Master Plan. Developer shall also construct a fifty-four (54) inch sanitary sewer trunk line in Peach Avenue along the frontage of this subdivision in accordance with the Sanitary Sewer Master Plan.
49. The Water System Analysis for the Oleander Estates development has been completed. Installation of the following water system improvements are required:
 - (a) Install a twelve (12) inch water main in Union Road extending from Woodward Avenue to the south boundary of the subdivision;
 - (b) Install a twelve (12) inch water main in Oleander Avenue extending from Woodward Avenue to the south boundary of the subdivision;
 - (c) Install a twelve (12) inch water main in Street "G" extending from Union Road to the west boundary of the subdivision.
50. A water supply analysis has been completed for this development. The analysis shows that the combined subdivisions (Sundance, Sundance 2 and Oleander) will generate a demand that will require the city's one million gallon water storage tank and pump station facility to be constructed at the City's Well 26 site. Applicant shall fund the storage tank as described within Section 4.02(f)(4) of the Oleander Development Agreement.
51. All storm drain improvements shall comply with the City of Manteca, May 2006, Storm Drain Master Plan and the City of Manteca Standard Plans and Specifications.
52. Storm Drain Hydraulic Modeling has been completed by the City's Storm Drain consultant and it has been determined that only a limited amount of capacity is available in South San Joaquin Irrigation District's Drain 8/8A system for storm drainage from development south of Highway 5 (Oleander)

120. This development's share of the remaining capacity in the drain 8/8A system, based on sewer allocations, approved by Council for development through 2009, is limited to 6.12 Acre-feet per 10-year storm event of discharge from the site. Prior to any additional discharge into the City storm drain system, South Drain, Hwy 120 Pump Station and French Camp Outlet Canal (FCOC) improvements must be completed in accordance with the City's Storm Drain Master Plan. A Storm Drain Hydraulic Modeling study is currently underway to determine when the FCOC improvements must be constructed.

53. Storm drain improvements must be designed and constructed in a manner to enable diverting drainage from this subdivision from the Drain 8/8A system to the South Drain system, by installing a plug or opening and closing valves, when the South Drain, Hwy 120 Pump Station and FCOC improvements are completed.
54. Storm drain detention basins with telemetry controlled discharge shall be constructed to serve this subdivision. The basins shall be expandable to serve as regional basins serving undeveloped adjacent land. The easterly basin shall be expandable to serve all land not a part of this subdivision bounded by Woodward Avenue, Oleander Avenue, Peach Avenue and Union Road. The westerly basin shall be expandable to serve all land not a part of this subdivision bounded by Oleander Avenue, Peach Avenue, Woodward Avenue and Airport Way. The subdivision storm drain system shall be designed and stubbed to serve said lands. The pump station wet wells and outfall lines shall be sized and constructed for ultimate use.
55. In accordance with the City's "Area of Benefit Establishment Criteria Policy", Developer may request the formation of an area of benefit to recover a proportionate share of the cost of installing regional storm drain facilities. In accordance with said policy, Developer shall prepare an Engineer's Report for approval by the City.
56. The maximum side slopes of the basins shall be 8 to 1 (horizontal to vertical), the basin bottom elevation shall be a minimum of two feet above the seasonal high groundwater elevation, basins shall have a maximum water depth of five feet.
57. The maximum basin side slope criteria stated above is under review by the City Parks and Recreation Department. The criteria may be revised to allow steeper side slopes if it is determined that they can be safely mowed by City Parks and Recreation staff.
58. The telemetry system shall include installation of hardware and software to interface with the City's Supervisory Control and Data Acquisition (SCADA) system.
59. A preliminary storm drain plan shall be submitted to the City Engineer for approval prior to final improvement plan submittal. The plan shall be accompanied by calculations for peak flows, total runoff, pipe sizes, and detention basin volume. Also include evidence of groundwater depth.
60. Developer shall bear all costs necessary to develop a mechanism to finance the maintenance of storm drain treatment systems required by the City's Storm Drain NPDES permit to serve this subdivision.
61. Developer shall pay the cost to seed the basin lawn and install the landscape irrigation system with automatic controllers. The irrigation system shall be expandable to serve the ultimate regional basin.

62. The tentative map for this subdivision shall be reviewed by South San Joaquin Irrigation District (SSJID) in accordance with the conditions of the SSJID/City of Manteca Storm Drainage Agreement requiring that all proposed storm drain systems within the City of Manteca be reviewed and approved by SSJID.
63. Reimbursement shall be in the form of credit against PFIP Sanitary Sewer, Water System, Storm Drainage, and Transportation fees. The credit will be given when building permits are issued for construction of residences within the Oleander Estates subdivision. If the cost to construct said improvements exceeds the value of PFIP credits, the remainder shall be reimbursed after the City receives sufficient PFIP Development Fee revenue from development occurring within the same PFIP financing zones. In the event Developer desires to exchange credits for cash reimbursement, the exchange must be approved by Council
64. Developer shall pay the City's cost to form a Landscape Maintenance District for the maintenance of subdivision amenities to include but not limited to the following: landscaping, landscape irrigation, decorative street lights and sound walls located within the public right of way and the park(s)/basin(s).
65. All drain inlets shall be marked "No Dumping Drains to River." Drain markers shall be purchased from the City of Manteca.
66. Developer shall enter into an agreement with the City that its Landscaping Maintenance District shall include maintenance of agreeing to maintain the onsite drainage treatment system(s) in accordance with the manufacturer's recommendations and the requirements of the State Water Resources Control Board. Said agreement shall be prepared by City.
67. Provide treatment for 85% of annual runoff per the Manteca 2006 Storm Drain Master Plan Update, Chapter 3, Section 4.5.2 Flow Based Treatment.
68. The Developer shall be responsible for contacting SSJID to determine the District's requirements regarding their facilities.
69. Any proposed disposal of storm water that will ultimately discharge into SSJID facilities shall conform to the SSJID's current policy relative to storm drainage. Hydraulic calculations and plans for proposed storm system shall be provided to the SSJID for review and approval and shall conform to the most current approved Storm Drainage Master Plan and Storm Drainage Agreement between the SSJID and the City.
70. All SSJID irrigation and drainage facilities that are determined by the SSJID to be affected by the proposed development shall be replaced with rubber gasket-reinforced concrete pipe and shall be relocated if necessary, to SSJID approved locations. Facilities affected by this development include Drain 9, Lateral "Ya" and Lateral "We-dd" and an agricultural pump and well referred to as pump station #88 (Macedo Pump), which will also need to be replaced in accordance with SSJID needs.
71. Further, hydraulic calculations to determine pipe size shall be required for any design changes or relocation's that are proposed on SSJID facilities. In accordance with SSJID standards, construction on SSJID facilities is not allowed between February 15 and October 15 of any given year. As such, plans for pipeline improvements need to be received no later than mid-July (three months before the end of water season), so that all construction work can be completed during the provided window period.

Deleted: , at cost plus 15% administrative charge, and installed by the developer prior to acceptance of the improvements

72. All improvements to the SSJID facilities shall comply with the SSJID's current standards, drawings, and policies. The developer shall enter into the necessary agreements, permits, etc., required by the SSJID for construction of SSJID facilities.
73. SSJID 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 SSJID approval.
74. 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 SSJID.
75. Private irrigation facilities and easements shall be provided for private use to accommodate property that will still be using SSJID water to irrigate adjacent to the development. The proposed connection of any such private facility to SSJID facilities shall be approved in advance by the SSJID.
76. Easements for all SSJID facilities shall be dedicated on current SSJID forms. Additional easements shall be dedicated for access to all manholes and control structures. All SSJID easements shall be shown on the final map together with SSJID's standard acknowledgment. Easements for pipelines shall be a minimum of thirty feet (30') in width.
77. Developer shall provide a title report to the SSJID for its use in the preparation of all required documents and to ascertain if the SSJID has a fee interest within the proposed development. If it is determined that SSJID owns property in fee, the Developer will not be able to include this land as part of the development unless they obtain title to them from the SSJID.
78. Developer shall submit improvement plans for both off-site and on-site improvements shall be submitted for review and approval by the SSJID's Board of Directors. Prior to plan submittal, Developer shall submit a retainer for plan check and inspections required for the project in accordance with the current established fee schedule.
79. Upon completion of the project, the developer shall provide one complete set of "As-Built" drawings to the SSJID for its future use.
80. 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 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."
81. All residential address numbers shall be plainly visible from the street fronting the property. Said numbers/letters shall contrast with background.
82. Street within the subdivision shall meet City of Manteca Standard for all weather roadways prior to the issuance of any building permits.

83. Plans and specifications for fire hydrant systems shall be submitted for review and approval prior to construction.
84. Fire hydrants shall be installed at a maximum spacing of 500 feet in accordance with the City of Manteca Standards. Fire hydrants must be placed at intersections when possible and mid block only when it's necessary. Fire hydrant locations shall be approved by the Manteca Fire Department. Cul-de-sacs in excess of 300 feet must have additional hydrants.
85. Developer shall maintain a minimum of 3 feet clear space around all fire hydrants and 18 inches clear space from the ground to the bottom of the lowest outlet.
86. Fire protection systems (fire hydrants, water mains, etc.) shall be installed, tested and approved by the City prior to the issuance of any Building Permits.
87. Street names shall be submitted for review and approval by the Fire Prevention Division.
88. Fire Department shall witness all system and acceptance tests. Please provide 24-hour notice prior to any system or acceptance tests.
89. Setbacks

Deleted: <#>Developer must install fire hydrant "blue dot" reflective markers. ¶

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	Lots 60 foot wide or greater.	Lots Less than 60 feet in width	Corner lots 70 foot wide or greater.	Corner lots less than 70 feet in width.
Front setback	20 feet	15 feet	20 feet	15 feet
Side setback	5 & 5 feet unobstructed for one story home; 5 and 7 for one and one-half story home; 5 and 9 for a two story home	5 & 5 feet unobstructed	5 foot unobstructed	5 foot unobstructed
Street side setback	Not Applicable	Not Applicable	10	10 feet
Rear setback	20 feet	15 feet	15 feet	15 feet
Garage portion of unit	18 feet	18 feet	18 feet	18 feet
Lot coverage excluding overhangs	40% for two story and 45% for one story	45% for two story and 50% for one story	45% for two story and 50% for one story	45% for two story and 50% for one story

*One and a half story units are defined as house plans designed to be sold as a one story unit but have an option which allow a small amount of the attic space to be converted into habitable space under the same roof pitch as the one story base unit.

**Eaves, front porches (as defined in 17.61.030) and architectural amenity overhangs (non-habitable spaces) are not included in roof coverage calculations. Other Architectural amenities may be excluded subject to the approval of the Community Development Director.

***All house plans shall comply with the setbacks stated above with the following exception: setbacks may be reduced upon a finding by the Community Development Director that the proposed plan exhibits superior amenities which enhance the overall PUD and that the reduced setback does not result in an increase in lot coverage or reduction in open space. Reduction of the setbacks shall not be reduced beyond the following: a minimum 5 feet side yard, a minimum 10 feet for rear yard and 10 feet for front yard. At no time shall all yards be reduced for any specific house plan.

**** Lots which lose depth along one side property line due to curvature of the street such as knuckles shall have their front yards measured at the deepest point of the front yard setback provided there is a minimum of 10 feet setback at the shortest distance.

90. House Plans

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Product one for larger lots	Number of stories	Square footage	Options: Plans may expand to	Product two for smaller lots	Number of stories	Square footage	Options Plans may expand to
Plan 2976	2	2976	3500	Plan 1	1	1300	1665
Plan 1949	1	1949	2500	Plan 2	1	1450	1700
Plan 1571	1	1571	2000	Plan 3	2	1600	2500
Plan 2150	2	2150	2900				

91. Additional house plans may be added to this mix provided the plan square footage

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falls within the following ranges:

60 x 100 lots or greater—1571-3500 square feet. (includes all options)

50 x 80 lots (approximately)—1300-2500 square feet (includes all options) or

plans of similar size can be substituted for the plans listed above.

All additional house plans added to the approved mix are subject to Community Development Department approval.

No modifications to house plans shall be allowed which increase the square footage of the house plans described above or which reduces the amenities including but not limited to the window or door trim, paneled garage doors, window boxes demonstrated on the plans submitted.

92. Cul-de-sac lots 156, 157 and 158 shall have a minimum of 44 feet of frontage.

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93. Lot 216 shall have a pre-plotted house plan acceptable to the CD Department.

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94. Lot 217 shall have a pre-plotted house plan acceptable to the CD Department.

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95. At least 25% of all lots within the project shall have single story homes built thereon unless otherwise pre-approved by the Community Development Department.

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96. Any modifications to house plans subsequent to this approval shall include the same minimum number of house plans and elevation types.

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97. Houses on corner lots shall have both fronts and the street side elevation with full trim amenities around doors and windows.

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98. Houses placed on lots 1, 76, 90, 91, 92, 93, 156 through 158, 170, 212, 455, 544, 340 341 shall have full trim amenities on the rear facing elevation ← **Formatted: Bullets and Numbering**
99. No more than 2 master house plans may be next to each other, unless approved by the Community Development Department. Elevations must also be different. ← **Formatted: Bullets and Numbering**
100. Two car garages shall be a maximum width of twenty-two feet (22') and accommodate a minimum of two (2) cars. The maximum driveway width to access the garage shall be twenty feet (20') wide for garages with a two-car garage door opening, 28 feet for garages with a three- car garage door opening or a RV situation and the minimum driveway depth shall be eighteen feet (18') from back of sidewalk. Garage elevations that do not have a garage door and exhibit enhanced facades shall be allowed beyond the above limits subject to the approval of the Community Development Director. ← **Formatted: Bullets and Numbering**
101. Lots less than 60 feet wide shall be limited to a two car garage unless the additional spaces are provided in tandem. ← **Formatted: Bullets and Numbering**
102. Lots greater than 60 feet wide shall be limited to a three car garage unless the additional spaces are provided in tandem ← **Formatted: Bullets and Numbering**
103. There shall be a minimum of 20 feet by 20 feet unobstructed space within the garage for the parking of cars. No water heaters, HVAC units, etc. shall be permitted within the required 20 foot by 20 foot space. ← **Formatted: Bullets and Numbering**
104. No garage doors shall be visible from the public right of way beyond a three-car garage door width. Garages with space for four and five cars shall be allowed only with a standard three-car garage door. ← **Formatted: Bullets and Numbering**
105. No conversion of any garage space shall be allowed on lots less than 60 feet in width excluding tandem 3-car garages. ← **Formatted: Bullets and Numbering**
106. There shall be no obstructions such as architectural pop outs and air conditioning units within any required 5 foot side yard setback. This area shall remain open and clear, except that fireplaces and media niches may be included if not more than 2 feet in depth and 10 feet in width. The fencing and gates which access either the side or rear of each lot shall be constructed to accommodate the width of the largest solid waste toter available within the City of Manteca. ← **Formatted: Bullets and Numbering**
107. Each home shall include GFCI outlets located on each exterior elevation (north, south, west and east) for a total of 4 GFCI outlets per home. The Master plan submitted for review shall clearly indicate this requirement. ← **Formatted: Bullets and Numbering**
108. Each home shall include a gas Line outlet located on the rear exterior elevation or at the patio area. The Master plan submitted for review shall clearly indicate this requirement. ← **Formatted: Bullets and Numbering**
109. Each home shall have a low nitrogen oxide (NOX) emitting and/or high efficiency water heaters. The master house plans submitted for review shall clearly indicate this requirement. ← **Formatted: Bullets and Numbering**
110. All homes are to be constructed at a minimum of fifteen percent (15%) above Title 24 in place on December 31, 2006 . All master plans submitted for review shall include a statement from a certified specialist that the master plan meets this requirement. ← **Formatted: Bullets and Numbering**

- 11j. Prior to submitting for any building permits the developer shall submit to the Community Development Department (Planning Division) a preplotted master plan for that phase or release under construction approximately 5-15 units. This preplotting which may be amended from time to time shall demonstrate the overall plotting of the subdivision is complying with the design requirements including the mix of homes. Formatted: Bullets and Numbering
- 11k. Each individual plot shall be consistent with the department's plotting submittal guidelines. Formatted: Bullets and Numbering
- 11l. The fencing and gates which access either the side or rear of each lot shall be constructed to accommodate the width of the largest solid waste toter available within the City of Manteca. Formatted: Bullets and Numbering
- 11m. Developer shall provide a disclosure statement to all prospective buyers as to the City's regulations regarding the storage/parking of Recreational Vehicles in a residential neighborhood. Formatted: Bullets and Numbering
- 11n. This project has been reviewed as a comprehensive project therefore any substantial modification of the lots or house plans shall require a new PUD review and approval. Formatted: Bullets and Numbering
- 11o. No garage doors shall be visible from the public right of way beyond a three-car garage door width. Garages with space for four and five cars shall be allowed only with a standard three-car garage door. Formatted: Bullets and Numbering
- 11p. Developer shall plant deciduous trees on the south and/or westerly facing sides of buildings when either a side street or front elevation is visible from the roadway. Formatted: Bullets and Numbering
- 11q. After satisfying the stormwater quality and flood control requirements of the City, State and Federal governments, the two park/basins shall provide the following minimum function space for recreation and park purposes. Formatted: Bullets and Numbering
- 11r. The park/basin shall provide no less than 6.2 acres of usable, functional park land. Formatted: Bullets and Numbering
- 12a. Of this 6.2 acres, the following minimum acreages shall be above the high flood water line of the basin and shall provide areas for construction of recreational structures and features including but not limited to playgrounds, picnic areas, game courts, and related features: Formatted: Bullets and Numbering
- 12b. 4.79 acre park/basin: 1 acre upland Formatted: Bullets and Numbering
- 12c. 2.12 acre park/basin: .6 acre upland Formatted: Bullets and Numbering
- 12d. These upland areas shall be located as shown on the tentative subdivision map for Oleander estates dated 4/15/05 prepared by MCR engineering Formatted: Bullets and Numbering
- 12e. Developer shall construct full park improvements to City standards including but not limited to grading, turf, irrigation system, irrigation well, walkways, trees, playgrounds (tot lot and school age), picnic areas, game courts, lighting, signage, drinking foundations, site furniture, and landscaping at each with the exception that only a tot lot is required at the 2.12 acre park basin. Developer shall be entitled to receive Neighborhood Park Fee credits toward the cost of installing the park style improvements. Developer shall not be entitled to receive credit against the Community Park portion of the Park Fee. Should the Project not generate sufficient Neighborhood Park Fee credits to fully pay for the play area improvements, Developer shall not Formatted: Bullets and Numbering

be entitled to any other reimbursements from any other funding source for the park improvements.

12b. The 2.12 acre or 4.79 acre park basin shall be constructed with that Phase of the subdivision improvements that contains the park/basin and shall be accepted with same.

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12b. The 4.79 acre park basin shall be constructed prior to the completion of the 3rd Phase of subdivision improvements that contain the park/basin and shall be accepted with same.

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12b. Developer shall construct all streetscapes and medians on Woodward Avenue, Union Road, McKinley Parkway, Streets "c", "G" and "Z" to city standards consistent with the PUD application and shall form a Landscape Maintenance District, at developer's expense, to provide for ongoing resources to maintain same. Park basins shall be included in the Landscape Maintenance District for landscape and park maintenance costs.

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12b. Developer shall submit a final landscape plan to the Parks and Recreation Department for designation of street trees for each street within the development.

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12b. The developer shall comply with and pay the cost to monitor all Mitigation Measures identified in the FEIR for the project (Exhibit # of Development Agreement) kept on file in the Community Development Department. The requirements contained in the Mitigation Monitoring Reporting Program (MMRP) shall be incorporated into these conditions and all fees shall be paid and improvements constructed in accordance with the MMRP.

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13b. Prior to issuance of any building permit for each house, the project applicant shall pay the state mandated school impact fees to the appropriate school districts to fund the project's fair share of impacts to school facilities. Payment of these fees is deemed full and complete mitigation (see Government Code Section 65996).

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CITY OF MANTECA

CITY CLERK

January 29, 2007

FCB Homes
10100 Trinity Parkway
Stockton, CA 95219

Raymus Homes
Post Office Box 2188
Manteca, CA 95336

SUBJECT: SUNDANCE/OLEANDER PROJECT

Due to an oversight, this public hearing was not properly noticed; therefore, it cannot be held on February 5, 2007. The public hearing will be scheduled for February 6, 2007, at 7:00 p.m., in the City Council Chambers, 1001 W. Center Street, Manteca.

Should you have any questions regarding this matter, please contact the City Clerk's office at 825-2332.

Sincerely,

CHRIS MOORE, CMC
Deputy City Clerk

/cm

Sundana/Oleander
Labels

PUBLIC HEARING PROCEDURE LIST

Jaci is getting
new labels

COMPLETE THE TASKS HIGHLIGHTED BELOW:

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

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

☒ REQUEST MAILING LIST/TAGS FROM COMMUNITY DEVELOPMENT
DEPARTMENT, IF NECESSARY

☒ POST PUBLIC HEARING NOTICE (AND MAP IF APPLICABLE) ON
BULLETIN BOARD DATE 1-26-07

☒ COMPLETE POSTING AFFIDAVIT - INSERT IN FILE DATE 1-26-07

☒ COMPLETE MAILING OF PUBLIC HEARING NOTICES DATE 1-26-07

☒ COMPLETE MAILING AFFIDAVIT - INSERT IN FILE DATE 1-26-07

☐ LETTER TO APPLICANT (IF APPLICABLE)

ALL TASKS TO BE COMPLETED ON OR BEFORE

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

(Return to SAM)
AKUP - 1/25/07

CITY OF MANTECA

AFFIDAVIT OF POSTING

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

**AFFIDAVIT OF POSTING
NOTICE OF PUBLIC
HEARING -**

Sundance/Oleander

I, JOANN TILTON,,declare as follows:

That I am the City clerk of the City of Manteca; that a copy of the Notice of Public Hearing before the City Council of the City of Manteca, in conjunction with locations on the subject property on the 26 day of January, 2007, was posted on the bulletin board located at the Council Chambers, 1001 W. Center Street, Manteca, California. A copy of said Notice is attached.

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

Executed on Jan. 26, 2007, at Manteca, California.

Joann Tilton
JOANN TILTON
CITY CLERK

CITY OF MANTECA

AFFIDAVIT OF MAILING NOTICE

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

AFFIDAVIT OF MAILING
NOTICE OF PUBLIC
HEARING -

Sundance/Olander

I, JOANN TILTON, declare as follows:

That I am the City clerk of the City of Manteca; that a copy of the Notice of Public Hearing before the City Council of the City of Manteca, was mailed to each and every person set forth on the attached list on the 26 day of January, 2007. A copy of said Notice is attached.

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

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

Executed on Jan 26, 2007, at Manteca, California.

Joann Tilton
JOANN TILTON
CITY CLERK

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

NOTICE IS HEREBY GIVEN that a public hearing as been scheduled on **FEBRUARY 5, 2007** at 7:00 p.m., in the City Council Chambers, 1001 W. Center Street, Manteca, California, for the purpose of hearing and receiving evidence, both oral and documentary, in support of or in opposition to the following:

PROJECT: **SUNDANCE AND OLEANDER DEVELOPMENT PROJECTS. THE PROJECTS CONSIST OF AN ENVIRONMENTAL IMPACT REPORT, TENTATIVE MAPS: SUNDANCE, SDV-04-02 (VESTING), AND OLEANDER SDJ-05-04; DEVELOPMENT AGREEMENTS FOR SUNDANCE AND OLEANDER; PLANNED DEVELOPMENT OVERLAYS: SUNDANCE PCD-04-06, AND OLEANDER PCD-05-04; GENERAL PLAN AMENDMENT: SUNDANCE GPA-04-04; AND PREZONE: SUNDANCE AND OLEANDER PRZ-05-10.**

LOCATION: **ADDRESSES 5299, 4705, 4707, 5033, 5555 & 5232 WOODWARD AVENUE, 20332, 20474, 20560 OLEANDER & 5645 PEACH AVENUE; APN'S 226-160-06, 07, 10-13, 226-170-04, 05 & 226-180-01, 03, 07, 08 AND 18.**

DESCRIPTION: **THIS PROJECT CONSISTS OF THREE SEPARATE, BUT GEOGRAPHICALLY LINKED RESIDENTIAL SUBDIVISION PROJECTS OF 1,074 HOMES ON APPROXIMATELY 230 ACRES. THE PROJECT ALSO INCLUDES FOUR PARKS AND A SMALL PARCEL OF COMMERCIAL LAND USE. THE GENERAL PLAN AMENDMENT PROPOSES TO CHANGE A PORTION OF THE PROJECT FROM GC (GENERAL COMMERCIAL) TO MDR (MEDIUM DENSITY RESIDENTIAL) AND INCREASE IN OPEN SPACE. THE PLANNED UNIT DEVELOPMENT WILL PROVIDE FOR SMALLER LOTS, REDUCED SETBACKS, REDUCED STREET WIDTHS, AND EXCEPTIONS TO FRONTAGES.**

APPLICANT: FCB HOMES, 10100 TRINITY PARKWAY, SUITE 420, STOCKTON 95219 AND RAYMUS HOMES, P.O. BOX 2188, MANTECA 95336

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

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

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

A handwritten signature in black ink, appearing to read "Joann Tilton". The signature is fluid and cursive, with the first name "Joann" and last name "Tilton" clearly distinguishable.

**JOANN TILTON, MMC
CITY CLERK**



CITY OF MANTECA

ADMINISTRATION

November 28, 2006

FCB Homes
10100 Trinity Parkway
Suite 420
Stockton, CA 95219

Raymus Homes
Post Office Box 2188
Manteca, CA 95336

SUBJECT: SUNDANCE/SUNDANCE2/OLEANDER PROJECT

A public hearing before the City Council had been scheduled for November 20, 2006. However, the Planning Commission, the body who must first take action on these matters, continued their public hearing to November 28, 2006.

Council, at its November 20, 2006 meeting, opened the public hearing and continued the matter to December 4, 2006. Please call the City Clerk's office at 239-8417 if you have any questions.

Sincerely,

Chris Moore, CMC
Deputy City Clerk

/cam

City Council Agenda

Community Development Department
November 20, 2006
Public Hearings

Reviewed by
City Manager



Date: November 15, 2006

To: Mayor and City Council

From: Kyle Kollar, Director of Community Development



Subject: Continuation of public hearings for the Sundance/Sundance 2/Oleander project applications

Recommendation: Continue the public hearings advertised for the Sundance/Sundance2/Oleander project applications to December 4, 2006.

Discussion:

The above-mentioned applications are undergoing further refinement via applicant-staff negotiations and to date not ready for public hearing consideration. At its regular meeting of Nov. 14, 2006, the Planning Commission continued these hearings to Nov. 28, 2006. Accordingly, the City Council should continue its hearings for these applications to its next regular meeting on Dec. 4, 2006.

Sundance/SZ/Oleander
Sundance Oleander
labels

PUBLIC HEARING PROCEDURE LIST

COMPLETE THE TASKS HIGHLIGHTED BELOW:

- ☒ EMAIL PUBLIC HEARING NOTICE TO NEWSPAPER - INSERT FAX TRANSMITTAL SHEET INTO FILE.
- ☒ COPY PUBLIC HEARING NOTICE (PLACE ORIGINAL NOTICE IN FILE).
- ☒ REQUEST MAILING LIST/LABELS FROM COMMUNITY DEVELOPMENT DEPARTMENT, IF NECESSARY.
- ☒ POST PUBLIC HEARING NOTICE (AND MAP IF APPLICABLE) ON BULLETIN BOARD. DATE 11-09-06
- ☒ COMPLETE POSTING AFFIDAVIT - INSERT IN FILE. DATE 11-09-06
- ☒ COMPLETE MAILING OF PUBLIC HEARING NOTICES. DATE 11-09-06
- ☒ COMPLETE MAILING AFFIDAVIT - INSERT IN FILE. DATE 11-09-06
- ☐ LETTER TO APPLICANT (IF APPLICABLE) *(not yet to CWA)*

ALL TASKS TO BE COMPLETED ON OR BEFORE THURS- 11/9/06

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

CITY OF MANTECA

AFFIDAVIT OF MAILING NOTICE

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

AFFIDAVIT OF MAILING
NOTICE OF PUBLIC
HEARING - Sundance/52/

Oleander - FCB Homes

I, JOANN TILTON, declare as follows:

That I am the City clerk of the City of Manteca; that a copy of the Notice of Public Hearing before the City Council of the City of Manteca, was mailed to each and every person set forth on the attached list on the 9th day of November 2006. A copy of said Notice is attached.

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

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

Executed on Nov. 9, 2006, at Manteca, California.


JOANN TILTON
CITY CLERK

CITY OF MANTECA
AFFIDAVIT OF POSTING

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

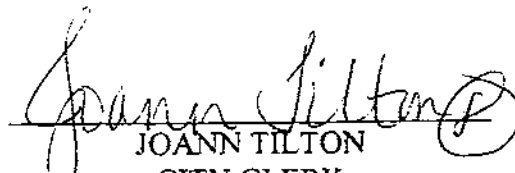
AFFIDAVIT OF POSTING
NOTICE OF PUBLIC
HEARING *Sundance 52/*
Cleander FCBHines

I, JOANN TILTON, declare as follows:

That I am the City clerk of the City of Manteca; that a copy of the Notice of Public Hearing before the City Council of the City of Manteca, in conjunction with locations on the subject property on the 9th day of November, 2006, was posted on the bulletin board located at the Council Chambers, 1001 W. Center Street, Manteca, California. A copy of said Notice is attached.

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

Executed on Nov. 9, 2006, at Manteca, California.


JOANN TILTON
CITY CLERK

MANTECA BULLETIN

WE'RE THE ONE FOR YOU

DAILY WEATHER
 Advisory: Heavy
 Rainfall: 0.5-1.0
 Wind: 10-20 mph
 Tuesday: High 74
 Low 51

WWW.MANTECABULLETIN.COM

THURSDAY, JANUARY 4, 2006

Vol. 17, No. 2

Page 1 of 1

531 E. Yosemite Avenue, P.O. Box 1958, Manteca, CA 95336 (209) 249-5300 Fax (209) 249-2351

825-2332

To: Chris Moore Fax: (209) 825-2545
 From: Melanie Campbell Date: 11/7/06
 Re: Proof of Legal/Approval Pages: 1

☐ Urgent ☒ For Review ☐ Please Comment and/or make changes ☒ Please Reply ☐ Please Recycle

NOTICE OF PUBLIC HEARING BEFORE THE MANTECA CITY COUNCIL

NOTICE IS HEREBY GIVEN that on NOVEMBER 20, 2006, at 6:00 P.M., a Public Hearing will be held in the City Council Chambers, 1001 W. Center Street, Manteca, California, for the purpose of hearing and receiving evidence, both oral and documentary, in support of or in opposition to the following:

PROJECT: SUNDANCE, SUNDANCE 2 & OLEANDER DEVELOPMENT PROJECTS. THE PROJECTS CONSIST OF AN ENVIRONMENTAL IMPACT REPORT, TENTATIVE MAPS: SUNDANCE SDV-04-02 (VESTING), SUNDANCE 2 SDV-06-02 (VESTING), AND OLEANDER SDV-05-04; DEVELOPMENT AGREEMENTS FOR SUNDANCE, SUNDANCE 2, AND OLEANDER; PLANNED DEVELOPMENT OVERLAYS: SUNDANCE PCD-04-06, SUNDANCE 2 PCD-05-02 AND OLEANDER PCD-05-04; GENERAL PLAN AMENDMENT: SUNDANCE GPA-04-04; AND PRE ZONE: SUNDANCE/ SUNDANCE 2/OLEANDER PRZ-05-10.

LOCATION: ADDRESSES 5299, 4705, 4701, 5033, 5555 & 5232 WOOD WARD AVENUE, 20332, 20474, 21560 OLEANDER & 5645 PEACH AVENUE; APN'S 226-160-06, 07, 08 & 13, 226-170-04, 05 & 226-180-01, 03, 07, 08 AND 18.

DESCRIPTION: THIS PROJECT CONSISTS OF THREE SEPARATE, BUT GEOGRAPHICALLY LINKED RESIDENTIAL SUBDIVISION PROJECTS OF 1,074 HOMES ON APPROXIMATELY 230 ACRES. THE PROJECT ALSO INCLUDES FOUR PARKS AND APPROXIMATELY 2.29 ACRES OF COMMERCIAL LAND USE. THE GENERAL PLAN AMENDMENT PROPOSES TO CHANGE A PORTION OF THE PROJECT FROM GC (GENERAL COMMERCIAL) TO MDR (MEDIUM DENSITY RESIDENTIAL) AND INCREASE IN OPEN SPACE. THE PLANNED UNIT DEVELOPMENT WILL PROVIDE FOR SMALLER LOTS, REDUCED SETBACKS, REDUCED STREET WIDTHS, AND EXCEPTIONS TO FRONTAGES.

APPLICANT: FCB HOMES, 10100 TRINITY PARKWAY, SUITE 420, STOCKTON 95219 AND RAYMUS HOME, P.O. BOX 2166, MANTECA 95336

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

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

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

JOANN TILTON, MMC
CITY CLERK

Map will be placed

Publication Dates: November 9, 2006

Please note correct FAX #

Signature of Approval xx Chris Moore

TIME : 11/07/2006 12:19
NAME : CITY OF MANTECA
FAX : 2098252333
TEL :

11/07 12:18
92493551
00:00:50
02
OK
STANDARD
ECM

521 E. YUENIKI AVENUE, P.O. Box 1024, MARIPOSA, CA 95336 (209) 249-3300 Fax (209) 249-2351

☐ Please Recycle

JOANN TILTON, MMC
CITY CLERK

~~map with de~~

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BEFORE THE MANTECA CITY COUNCIL

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LOCATION: ADDRESSES 5299, 4705, 4707, 5033, 5555 & 5232 WOODWARD AVENUE, 20332, 20474, 20560 OLEANDER & 5645 PEACH AVENUE; APN'S 226-160-06, 07, 10 & 13, 226-170-04, 05 & 226-180-01, 03,07, 08 AND 18.

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APPLICANT: FCB HOMES, 10100 TRINITY PARKWAY, SUITE 420, STOCKTON 95219 AND RAYMUS HOMES, P.O. BOX 2188, MANTECA 95336

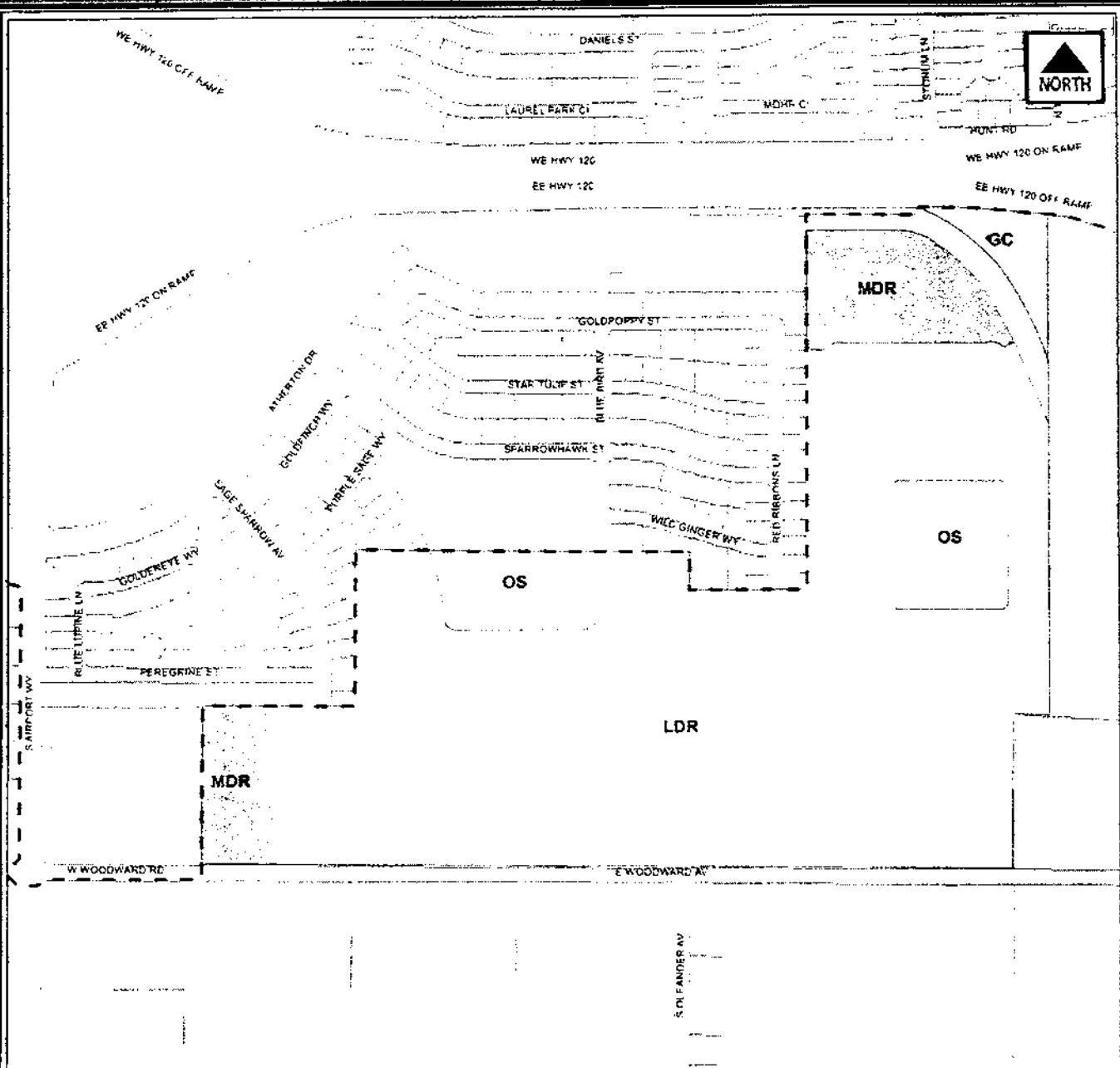
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If you challenge the subject matters in court, you may be limited to raising only those issues you or someone else raised at the public hearing described in this notice, or in written correspondence delivered to the City Council at, or prior to, the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

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

A handwritten signature in black ink, appearing to read "Joann Tilton", with a stylized flourish at the end.

JOANN TILTON, MMC
CITY CLERK



GENERAL PLAN AMENDMENT NO. GPA-04-04

Date: October 24, 2006

Initiated by: FCB Homes/ Raymus Homes

APN: 226-160-06, 226-160-07, 226-160-10, 226-160-11, 226-160-12, & 226-160-13

Amend: From GC (General Commercial) to MDR (Medium Density Residential)
From LDR (Low Density Residential) to OS (Open Space)

Acreage: MDR - 12.04
LDR - 87.47
GC - 2.3
PARK (OS) - 10.35
Total AC - 112.16

Legend

City Limit
 Parcels



City Of Manteca
Community Development Department
1001 W. Center Street
Manteca, CA 95337

0 100 200 400 600 800 Feet

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



CITY OF MANTECA

CITY CLERK

November 13, 2006

FCB Homes
10100 Trinity Parkway #420
Stockton, CA 95219

Raymus Homes
Post Office Box 2188
Manteca, CA 95336

SUBJECT: SUNDANCE/SUNDANCE 2/OLEANDER PROJECTS

Please be advised the Manteca City Council will hold a public hearing on November 20, 2006 at 6:00 p.m., City Council Chambers, 1001 W. Center Street, Manteca on the above matter.

Should you have any questions, please contact the City Clerk's office at 239-8417.

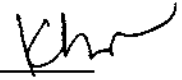
Sincerely,

Chris Moore, CMC
Deputy City Clerk

\cm

City Council Agenda
Community Development Department
November 6, 2006
Public Hearings

Reviewed by
City Manager



Date: October 26, 2006

To: Mayor and City Council

From: Kyle Kollar, Director of Community Development 

Subject: Continuation of Public Hearings for the Sundance/Sundance 2/Oleander project applications

Recommendation: Open and continue the Public Hearings advertised for the Sundance/Sundance 2/Oleander project applications.

Background:

The subject project applications involve a variety of entitlements proceedings (including EIR certification, General Plan Amendment, Pre-Zoning, Annexation, Tentative Subdivision Maps, Planned Unit Development and Development Agreements). These applications were originally scheduled for public hearing by the Planning Commission on October 24, '06 and for public hearing by the City Council on this agenda.

The Planning Commission continued its public hearings of these matters because the City's application review had not progressed so as to allow the hearings to occur. Because the Planning Commission must conduct hearings on the applications before the City Council does, this scheduled Council hearing must be continued.

Discussion:

The Planning Commission continued its public hearings of these matters to its next regular meeting of 11/14/06. Staff suggests that the Council open and continue its hearings for these applications to your next regular meeting of 11/20/06.

Moore, Chris

To: legals@mantecabulletin

Subject: Publications

Attachments: Map GPA-04-04.pdf; PH SUNDANCE-2-OLEANDER.doc; PHSPC05-15.DOC; PCD-06-02.pdf; REZ-06-01_100306.pdf

On Friday, November 3 I sent you an email with public hearings to be published on Thursday November 9. I have not received confirmation of receipt nor publication date. However, the City Council adjourned their meeting to November 20 at 6:00 p.m. Therefore the times in the public hearing notices need to be changed. Please publish the attached public hearing notices on Thursday, November 9:

1. Sundance/Sundance 2/Oleander - General Plan Map attached
2. Yosemite Avenue Business Park - Rezone Map and PCD Map attached

11/7/2006

Moore, Chris

To: legals@mantecabulletin.com

Subject: Publication

I need the attached public hearing notice and map published for the Sundance/ Sundance 2/Oleander projects on Thursday, November 9, 2006. Please confirm receipt and publication date. Thanks.

Chris Moore, Deputy City Clerk
City of Manteca
1001 W. Center Street
Manteca, CA 95337
(209) 825-2332

11/3/2006



CITY OF MANTECA

CITY CLERK

October 27, 2006

FCB Homes
10100 Trinity Parkway
Suite 420
Stockton, CA 95219

Raymus Homes
Post Office Box 2188
Manteca, CA 95336

SUBJECT: SUNDANCE/SUNDANCE2/OLEANDER PROJECT

A public hearing before the City Council had been scheduled for November 6, 2006. However, the Planning Commission, the body who must first take action on these matters, continued their public hearing to November 14, 2006.

Council's action on November will be to open the public hearing and continue the matter to November 20, 2006. Please call the City Clerk's office at 239-8417 if you have any questions.

Sincerely,

Chris Moore, CMC
Deputy City Clerk

/cam

PUBLIC HEARING PROCEDURE LIST

Sondana/Sondana 2/
Oleander

SONDANA-OLEANDER-FILE

Labels

under PH file

COMPLETE THE TASKS HIGHLIGHTED BELOW:

- ☒ EMAIL PUBLIC HEARING NOTICE TO NEWSPAPER - INSERT FAX TRANSMITTAL SHEET INTO FILE.
- ☒ COPY PUBLIC HEARING NOTICE (PLACE ORIGINAL NOTICE IN FILE).
- ☒ REQUEST MAILING LIST/LABELS FROM COMMUNITY DEVELOPMENT DEPARTMENT, IF NECESSARY.
- ☒ POST PUBLIC HEARING NOTICE (AND MAP IF APPLICABLE) ON BULLETIN BOARD. DATE 10-26-06
- ☒ COMPLETE POSTING AFFIDAVIT - INSERT IN FILE. DATE 10-26-06
- ☒ COMPLETE MAILING OF PUBLIC HEARING NOTICES. DATE 10-26-06
- ☒ COMPLETE MAILING AFFIDAVIT - INSERT IN FILE. DATE 10-26-06
- ☐ LETTER TO APPLICANT (IF APPLICABLE) Strom, Steven

ALL TASKS TO BE COMPLETED ON OR BEFORE

THURS 10-26-06

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

CITY OF MANTECA
AFFIDAVIT OF POSTING

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

AFFIDAVIT OF POSTING
NOTICE OF PUBLIC
HEARING - Sundance

Sundance 2/Cleander

I, JOANN TILTON, declare as follows:

That I am the City clerk of the City of Manteca; that a copy of the Notice of Public Hearing before the City Council of the City of Manteca, in conjunction with locations on the subject property on the 26 day of October, 2006, was posted on the bulletin board located at the Council Chambers, 1001 W. Center Street, Manteca, California. A copy of said Notice is attached.

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

Executed on Oct. 26, 2006, at Manteca, California.


JOANN TILTON
CITY CLERK

CITY OF MANTECA

AFFIDAVIT OF MAILING NOTICE

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

AFFIDAVIT OF MAILING
NOTICE OF PUBLIC
HEARING - Sundance

Sundance 2/Oleander

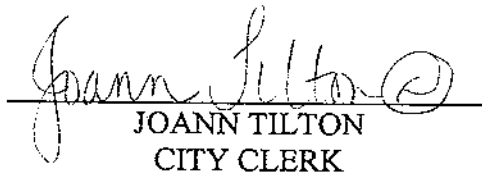
I, JOANN TILTON, declare as follows:

That I am the City clerk of the City of Manteca; that a copy of the Notice of Public Hearing before the City Council of the City of Manteca, was mailed to each and every person set forth on the attached list on the 26 day of October, 2006. A copy of said Notice is attached.

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

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

Executed on Oct. 26, 2006, at Manteca, California.


JOANN TILTON
CITY CLERK

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

NOTICE IS HEREBY GIVEN that on **NOVEMBER 6, 2006**, at 7:00 P.M., a Public Hearing will be held in the City Council Chambers, 1001 W. Center Street, Manteca, California, for the purpose of hearing and receiving evidence, both oral and documentary, in support of or in opposition to the following:

PROJECT: SUNDANCE, SUNDANCE 2 & OLEANDER DEVELOPMENT PROJECTS. THE PROJECTS CONSIST OF AN ENVIRONMENTAL IMPACT REPORT, TENTATIVE MAPS: SUNDANCE, SDV-04-02 (VESTING), SUNDANCE 2 SDJ-05-03, AND OLEANDER SDJ-05-04; DEVELOPMENT AGREEMENTS FOR SUNDANCE/SUNDANCE 2, AND OLEANDER; PLANNED DEVELOPMENT OVERLAYS: SUNDANCE PCD-04-06, SUNDANCE 2 PCD-05-02 AND OLEANDER PCD-05-04; GENERAL PLAN AMENDMENT: SUNDANCE GPA-04-04; AND PREZONE: SUNDANCE/SUNDANCE 2/OLEANDER PRZ-05-10.

LOCATION: ADDRESSES 5299, 4705, 4707, 5033, 5555 & 5232 WOODWARD AVENUE, 20332, 20474, 20560 OLEANDER & 5645 PEACH AVENUE; APN'S 226-160-06, 07, 10 & 13, 226-170-04, 05 & 226-180-01, 03,07, 08 AND 18.

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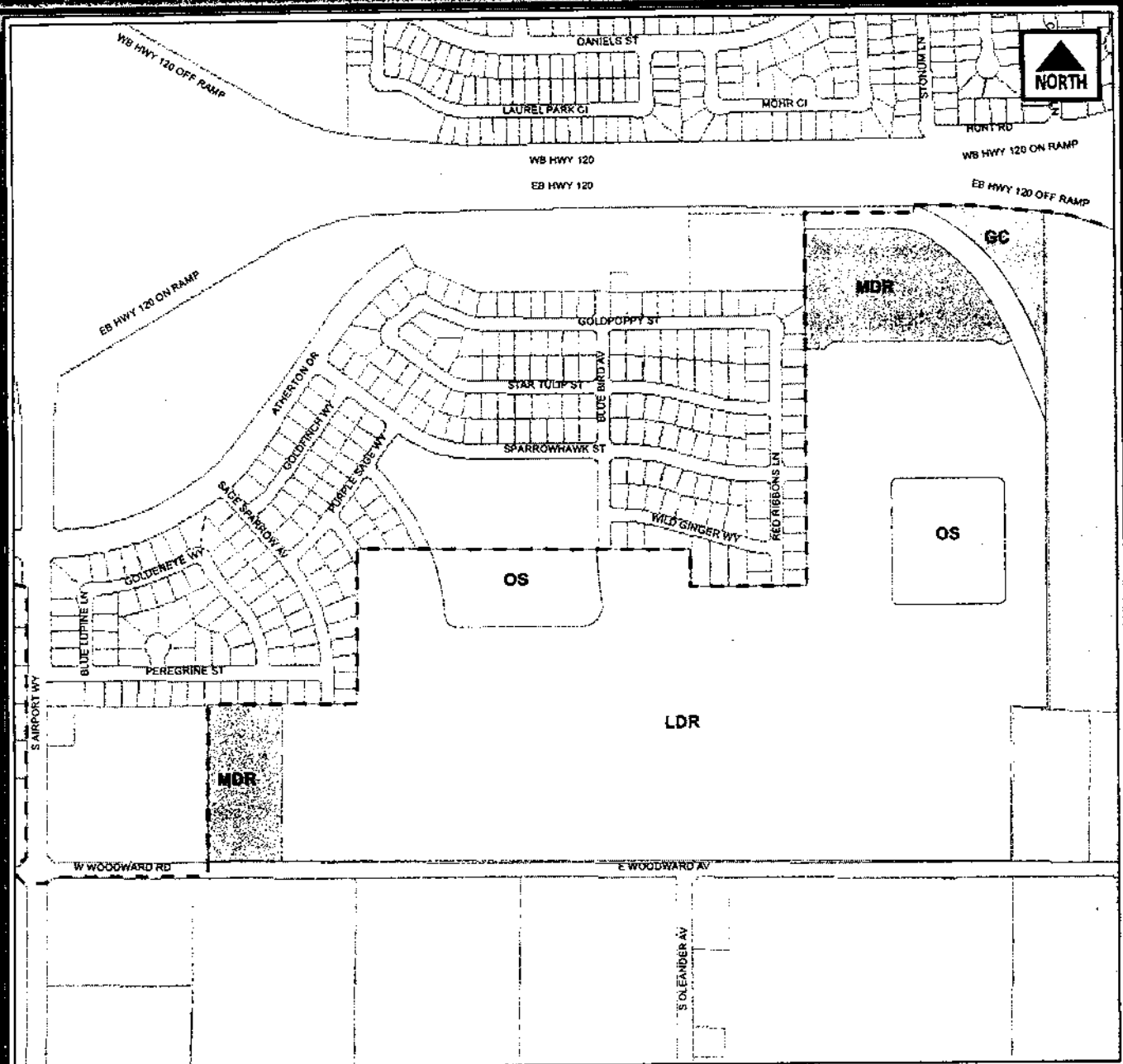
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ALL persons having interest in the foregoing subjects are invited to be present and submit statements orally or in writing. Further information may be obtained by contacting the City Clerk at 239-8417.

A handwritten signature in black ink, appearing to read "Joann Tilton". The signature is fluid and cursive, with the first name "Joann" and last name "Tilton" clearly distinguishable.

**JOANN TILTON, MMC
CITY CLERK**



GENERAL PLAN AMENDMENT NO. GPA-04-04

Date: October 24, 2006

Initiated by: FCB Homes/ Raymus Homes

APN: 226-160-06, 226-160-07, 226-160-10, 226-160-11, 226-160-12, & 226-160-13

Amend: From GC (General Commercial) to MDR (Medium Density Residential)
From LDR (Low Density Residential) to OS (Open Space)

Acresage: MDR - 12.04

LDR - 87.47

GC - 2.3

PARK (OS) - 10.35

Total AC - 112.16

Legend

-  City Limit
-  Parcels



City Of Manteca
Community Development Department
1001 W. Center Street
Manteca, CA 95337

0 100 200 400 600 800 Feet

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Moore, Chris

From: legals@mantecabulletin.com
Sent: Wednesday, October 25, 2006 8:27 AM
To: Moore, Chris
Subject: <no subject>

Chris,
Yes everything is worked out. We did receive Sundance it will publish on Thursday. I am sorry we have been a bit backed up on legals. Thanks for your patience. Have a Great Day

Melanie Campbell
Manteca Bulletin
Phone (209) 249-3500
Fax (209) 249-3551

Moore, Chris

To: legals@mantecabulletin.com

Subject: Sundance, Sundance 2 and Oleander Public Hearing

Attaches is the public hearing notice for the Sundance, Sundance 2 and Oleander Projects, along with the general plan amendment map, WHICH MUST PUBLISH ON THURSDAY, OCTOBER 26, 2007. Please confirm receipt and publication date. thanks.

Chris Moore, Deputy City Clerk
City of Manteca
1001 W. Center Street
Manteca, CA 95337
(209) 825-2332