



City of Riverbank
Special Planning Commission Meeting
City Hall North • Council Chambers
6707 Third Street • Suite B • Riverbank • CA 95367

Agenda
Tuesday, October 1, 2019 – 6:00 P.M.

CALL TO ORDER: Chair: John Dinan

ROLL CALL: Chair: John Dinan
Vice Chair: Robert Ball
Commissioner: Joan Stewart
Commissioner: Melissa Hughes
Commissioner: Mallory Fenrich

Commissioner: Steve Link, Alternate Member

CONFLICT OF INTEREST

Any Planning Commission Member or Staff who has a direct Conflict of Interest on any scheduled agenda item to be considered is to declare their conflict at this time.

1. PUBLIC COMMENTS (No action to be taken)

At this time, members of the public may comment on any item not appearing on the agenda, and within the subject matter jurisdiction of the Planning Commission Board. Individual comments will be limited to a **maximum of 5 minutes** per person and each person may speak once during this time; time cannot be yielded to another person. Under State Law, matters presented during the public comment period cannot be discussed or acted upon. For record purposes, state your name and City of residence. Please make your comments directly to the Planning Commission Board.

2. CONSENT CALENDAR

All items listed on the Consent Calendar are to be acted upon by a single action of the Planning Commission Board unless otherwise requested by an individual Planning Commissioner Member for special consideration. Otherwise, the recommendation of staff will be accepted and acted upon by
roll call vote.

Item 2.1: Posting of the Agenda. The Agenda for the October 1, 2019 Special Planning Commission Meeting was posted on the City Community Center bulletin board, City Hall North & South bulletin boards, Post Office, city website, and emailed to the Library on September 27, 2019.

Item 2.2: Approval of the Agenda. This provides an opportunity for the Planning Commission or Staff to recommend that an item be placed on the agenda for discussion or to adjust the proposed agenda to allow an item to be taken out of order.

Recommendation: Approval by roll call vote.

1st _____ 2nd _____

3. PLANNING COMMISSION PUBLIC HEARINGS

Item 3.1: **Project Location:** The residential portion of the Crossroads West Specific Plan ("Project") is located adjacent to the MID Main Canal to the north, Oakdale Road to the east, MID Lateral No. 6 to the south, and County parcels to the west towards Coffee Road. The Project Area is within the Riverbank Sphere of Influence (SOI) and was approved for annexation by LAFCo on June 26, 2019. An Environmental Impact Report (EIR) has been prepared by the City of Riverbank, as the lead agency over the Crossroads West Specific Plan.

Project Description: The proposed Project includes development of up to 1,872 Low Density Residential (LDR) units, up to 192 Medium Density Residential (MDR) units, up to 388 High Density Residential (HDR) units, and up to 27,000 sf of Mixed Use 2 (MU-2) uses. Additionally, the proposed Project would increase the size of the existing 11-acre Regional Park, the Riverbank Sports Complex, to about 22 acres. A 10- to 12-acre elementary school and 20-acre middle school are also possible within the Plan Area as well as a location for a 1.25-acre west Riverbank fire station. The proposed Project would provide approximately 42 acres of park, open space, and Regional Sports Park uses. The Project includes a request for approval of a Development Agreement, three (3) Tentative Maps (2 large lot maps and 1 small lot map), and Preliminary Development Plans for those maps.

- 1) Environmental Impact Report (SCH: 2017032062) Resolution #2019-014
 - Exhibit A - CEQA Findings and Statement of Overriding Considerations
 - Exhibit B – CWSP Mitigation and Monitoring Reporting Program

Recommendation: Approval by roll call vote

1st _____ 2nd _____

- 2) Machado Tentative Map 2018-0005 (Large Lot) & Preliminary Development Plan 2018-0002

(#18-0012) Resolution #2019-015

- Exhibit A - Preliminary Development Plan 2018-0002
- Exhibit B - Tentative Map 2018-0005

Recommendation: Approval by roll call vote

1st _____ 2nd _____

- 3) Machado Tentative Map 2018-0006 (Small Lot) & Preliminary Development Plan 2018-0003 (#18-0013) Resolution #2019-016

- Exhibit A - Preliminary Development Plan 2018-0003
- Exhibit B - Tentative Map 2018-0006

Recommendation: Approval by roll call vote

1st _____ 2nd _____

- 4) Harrigfeld Tentative Map 2018-0007 (Large Lot) & Preliminary Development Plan 2018-0004 (#18-0014) Resolution #2019-017

- Exhibit A - Preliminary Development Plan 2018-0004
- Exhibit B - Tentative Map 2018-0007

Recommendation: Approval by roll call vote

1st _____ 2nd _____

- 5) Development Agreement 2018-02 (#18-0007) Resolution #2019-018
- Exhibit A - Draft Development Agreement
 - Exhibit B - Draft CC Ordinance 2019-XXX

Recommendation: Approval by roll call vote

1st _____ 2nd _____

4. WORKSHOPS (Request for Direction)

None.

5. PLANNING COMMISSION COMMENTS (Information Only – No Action)

None.

6. COUNTY REFERRAL/CORRESPONDENCE/INFORMATION (Information Only – No Action)

None.

7. STAFF COMMENTS (Information Only – No Action)

Item 7.1: City Council Meeting Updates.

8. ADJOURNMENT - Regular Planning Commission meeting – October 15, 2019 @ 6:00 p.m.

I, Janet Smallen, do hereby certify under penalty of perjury, under the laws of the State of California that the foregoing agenda was posted 72 hours to the meeting in accordance to the Brown Act.

*Posted this 27th of September 2019
Janet Smallen, Sr. CDS*

AFFIDAVIT OF POSTING

NOTICE REGARDING AMERICANS WITH DISABILITIES ACT: In compliance with the Americans with Disabilities Act, if you need special assistance to participate in this meeting, please contact the Development Services Department at (209) 863-7128 or jsmallen@riverbank.org. Notification 72-hours before the meeting will enable the City to make reasonable arrangements to ensure any special needs are met. [28 CFR 35.102-35.104 ADA Title II].

NOTICE REGARDING NON-ENGLISH SPEAKERS: Pursuant to California Constitution Article III, Section IV, establishing English as the official language for the State of California, and in accordance with California Code of Civil Procedures Section 185, which requires proceedings before any State Court to be in English, notice is hereby given that all proceedings before the City of Riverbank City Planning Commission shall be in English and anyone wishing to address the Planning Commission is required to have a translator present who will take an oath to make an accurate translation from any language not English into the English language.

GENERAL INFORMATION: The Riverbank Planning Commission meets on the third Tuesday of each month at 6:00 p.m.

COMMISSION AGENDAS: The Planning Commission agenda is posted pursuant to the California Brown Act, which only requires these agenda title pages to be posted near the entrance of the location where the meeting is to be held and, when technologically able, on the City's website. Additional documents may be provided by the City in its efforts of transparency to keep the public well informed. The agenda packet (agenda plus supporting documents) are posted for public review at the Development Services Department, 6617 Third Street, Riverbank, CA and at www.riverbank.org upon distribution to a majority of the Planning Commission. A subscription to receive the agenda can be purchased for a nominal fee through the City Clerk's Office.

PUBLIC HEARINGS: In general, a public hearing is an open consideration within a meeting of the Planning Commission Board, for which special notice has been given and may be required. During a specified portion of the hearing, any resident or concerned individual is invited to present protests or offer support for the subject under consideration.

Televised/Video of Meetings: Charter – Channel 2; AT&T Uverse – Channel 99
Visit www.riverbank.org to connect to meeting videos. (Note: Technical difficulty occurs on occasion preventing the televising or recording of the meeting.)

City Hall Hours: City Hall is open Monday – Thursday: 7:30 am – 5:30 pm and Fridays: 8:00 am – 5:00 pm; CLOSED alternating Fridays. **QUESTIONS:** Contact the Developmental Services Department at (209) 863-7128.

All public records relating to an open session item on this agenda, which are not exempt from disclosure pursuant to the California Public Records Act, that are distributed to a majority of the Planning Commission Board will be available for public inspection at the address where the meeting is taking place as indicated on the agenda, at the same time that the public records are distributed or made available to the Planning Commission Board.



City of Riverbank Development Services Department

Planning Division ≈ Building Division ≈ Neighborhood Improvement Division

6707 Third Street, Riverbank, CA 95367 Office (209) 863-7128 FAX (209) 869-7126

DATE: October 1, 2019

LEGAL DEPT: PLANNING

CITY OF RIVERBANK **NOTICE OF SPECIAL PUBLIC HEARING**

Notice is hereby given that the City of Riverbank Planning Commission will conduct a special public hearing to consider the project described below at 6:00 p.m. on Wednesday October 1, 2019 in Council Chambers located at 6707 Third Street, Riverbank, California.

Project Location: The residential portion of the Crossroads West Specific Plan ("Project") is located adjacent to the MID Main Canal to the north, Oakdale Road to the east, MID Lateral No. 6 to the south, and County parcels to the west towards Coffee Road. The Project Area is within the Riverbank Sphere of Influence (SOI) and was approved for annexation by LAFCo on June 26, 2019. An Environmental Impact Report (EIR) has been prepared by the City of Riverbank, as the lead agency over the Crossroads West Specific Plan.

Project Description: The proposed Project includes development of up to 1,872 Low Density Residential (LDR) units, up to 192 Medium Density Residential (MDR) units, up to 388 High Density Residential (HDR) units, and up to 27,000 sf of Mixed Use 2 (MU-2) uses. Additionally, the proposed Project would increase the size of the existing 11-acre Regional Park, the Riverbank Sports Complex, to about 22 acres. A 10- to 12-acre elementary school and 20-acre middle school are also possible within the Plan Area as well as a location for a 1.25 acre west Riverbank fire station. The proposed Project would provide approximately 42 acres of park, open space, and Regional Sports Park uses. The Project includes a request for approval of a Development Agreement, three (3) Tentative Maps (2 large lot maps and 1 small lot map), and Preliminary Development Plans for those maps.

The proposed land use designations are shown in Figure 5 of the Specific Plan. The CWSP land use plan proposes three categories of residential land uses: LDR, Low Density Residential; MDR, Medium Density Residential; and HDR, High Density Residential. These residential designations provide varying densities that will ensure a mix of housing types and styles across the Plan Area. All future development within the residential land use categories will be subject to Design Review Approval to ensure consistency with the Design Guidelines and Development Standards set forth in the Crossroads West Specific Plan. The Residential Development Standards for the Specific Plan may be found in Tables 4, 5, and 6. The project would expand the existing vehicular and non-vehicular circulation systems and utility improvements which currently exist easterly of Oakdale Road.

Planning Commission Special Meeting
October 1, 2019 at 6:00 pm
City Hall Council Chambers - 6707 Third Street - Riverbank, California

ALL INTERESTED PARTIES are invited to attend the public hearing on October 1, 2019 at the time and place specified above to express opinions or submit evidence for or against the subject matter being considered. Written comments via e-mail to dkenney@riverbank.org by postal service, or hand delivered to 6707 Third Street, Suite A, Riverbank, California, 95367, will be accepted by the Development Services Department up to 5:00 p.m. on said date. All written comments received by said time will be distributed to the Planning Commission for consideration. Oral comments will be received by the Planning Commission prior to the close of the Public Hearing on the subject matter being considered. The Planning Commission will receive all testimony prior to taking action. Testimony cannot be given over the telephone. If you challenge the City's action on these 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 at, or prior to, the public hearing.

Meeting facilities are accessible to persons with disabilities. Any person requiring special assistance to participate in the meeting should notify the Administration Dept. at (209) 863-7122 or cityclerk@riverbank.org at least seventy-two (72) hours prior to the meeting. For questions regarding the public hearing matter contact Donna Kenney, Planning & Building Manager, at (209) 863-7124; dkenney@riverbank.org.

Any public record materials pertaining to the presentation of the subject matter being considered will be made available for review at the Development Services Counter at 6717 Third Street, Riverbank, and (if technologically possible) at <http://www.riverbank.org/Depts/planning/default.aspx> upon distribution to a majority of the Planning Commission (typically 72 hours prior to the meeting).

**PUBLIC NOTICE
CITY OF RIVERBANK
NOTICE OF SPECIAL PUBLIC HEARING**

Notice is hereby given that the City of Riverbank Planning Commission will conduct a special public hearing to consider the project described below at 6:00 p.m. on Wednesday October 1, 2019 in Council Chambers located at 6707 Third Street, Riverbank, California.

Project Location: The residential portion of the Crossroads West Specific Plan ("Project") is located adjacent to the MID Main Canal to the north, Oakdale Road to the east, MID Lateral No. 6 to the south, and County parcels to the west towards Coffee Road. The Project Area is within the Riverbank Sphere of Influence (SOI) and was approved for annexation by LAFCo on June 26, 2019. An Environmental Impact Report (EIR) has been prepared by the City of Riverbank, as the lead agency over the Crossroads West Specific Plan.

Project Description: The proposed Project includes development of up to 1,872 Low Density Residential (LDR) units, up to 192 Medium Density Residential (MDR) units, up to 388 High Density Residential (HDR) units, and up to 27,000 sf of Mixed Use 2 (MU-2) uses. Additionally, the proposed Project would increase the size of the existing 11-acre Regional Park, the Riverbank Sports Complex, to about 22 acres. A 10- to 12-acre elementary school and 20-acre middle school are also possible within the Plan Area as well as a location for a 1.25 acre west Riverbank fire station. The proposed Project would provide approximately 42 acres of park, open space, and Regional Sports Park uses. The Project includes a request for approval of a Development Agreement, three (3) Tentative Maps (2 large lot maps and 1 small lot map), and Preliminary Development Plans for those maps.

The proposed land use designations are shown in Figure 5 of the Specific Plan. The CWSP land use plan proposes three categories of residential land uses: LDR, Low Density Residential; MDR, Medium Density Residential; and HDR, High Density Residential. These residential designations provide varying densities that will ensure a mix of housing types and styles across the Plan Area. All future development within the residential land use categories will be subject to Design Review Approval to ensure consistency with the Design Guidelines and Development Standards set forth in the Crossroads West Specific Plan. The Residential Development Standards for the Specific Plan may be found in Tables 4, 5, and 6. The project would expand the existing vehicular and non-vehicular circulation systems and utility improvements which currently exist easterly of Oakdale Road.

Planning Commission Special Meeting
October 1, 2019 at 6:00 pm
City Hall Council Chambers - 6707 Third Street - Riverbank, California

ALL INTERESTED PARTIES are invited to attend the public hearing on October 1, 2019 at the time and place specified above to express opinions or submit

evidence for or against the subject matter being considered. Written comments via e-mail to dkenney@riverbank.org by postal service, or hand delivered to 6707 Third Street, Suite A, Riverbank, California, 95367, will be accepted by the Development Services Department up to 5:00 p.m. on said date. All written comments received by said time will be distributed to the Planning Commission for consideration. Oral comments will be received by the Planning Commission prior to the close of the Public Hearing on the subject matter being considered. The Planning Commission will receive all testimony prior to taking action. Testimony cannot be given over the telephone. If you challenge the City's action on these 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 at, or prior to, the public hearing. Meeting facilities are accessible to persons with disabilities. Any person requiring special assistance to participate in the meeting should notify the Administration Dept. at (209) 863-7122 or cityclerk@riverbank.org at least seventy-two (72) hours prior to the meeting. For questions regarding the public hearing matter contact Donna Kenney, Planning & Building Manager, at (209) 863-7124; dkenney@riverbank.org. Any public record materials pertaining to the presentation of the subject matter being considered will be made available for review at the Development Services Counter at 6717 Third Street, Riverbank, and (if technologically possible) at <http://www.riverbank.org/Depts/planning/default.aspx> upon distribution to a majority of the Planning Commission (typically 72 hours prior to the meeting).

Sept. 18, 2019
RN#19-088

**CITY OF RIVERBANK
PLANNING COMMISSION**

STAFF REPORT

ITEM NO: 3.1

APPLICATION: EIR (18-0002), Machado Large Lot Tentative Map and Preliminary Development Plan (18-0012), Machado Small Lot Tentative Map and Preliminary Development Plan (18-0013), Harrigfeld Large Lot Tentative Map and Preliminary Development Plan (18-0014), and Development Agreement (18-0007) – Machado and Harrigfeld Parties – APNs 074-006-013/-014/-016/-021/-022, 074-011-004/-006, and 074-011-004/-009. The application consists of three (3) Tentative Maps with Preliminary Development Plans and a Development Agreement to develop low density, medium density, higher density residential, and mixed-use (MU-2) neighborhood commercial lots, parks, school sites, and a fire station site totalling approximately 325 acres in accordance with the Crossroads West Specific Plan.

CEQA: The entitlements have been submitted and reviewed by the City in accordance with the land uses described in the Crossroads West Specific Plan (CWSP). The residential and MU-2 land uses were evaluated in the CWSP Environmental Impact Report (SCH: 2017032062). A Mitigation Monitoring and Reporting Program identifies and implements mitigation measures applicable to the residential and MU-2 properties.

PROJECT PLANNER: Donna M. Kenney, Planning and Building Manager

APPLICANTS: Machado Parties (“Machado”) and Harrigfeld Parties (“Harrigfeld”)

ENGINEERS: Mid Valley Engineering

ZONING: SP-4

RECOMMENDATION: Adopt Resolutions Recommending that the Riverbank City Council approve the following:

1. Development Agreement 2018-02 between the Machado and Harrigfeld Families et al and the City of Riverbank (#18-0007)
2. Machado Preliminary Development Plan 2018-0002 and Large Lot Tentative Subdivision Map 2018-0005 (#18-0012)

3. Machado Preliminary Development Plan 2018-0003 and Small Lot Tentative Subdivision Map 2018-0006 (#18-0013)
4. Harrigfeld Preliminary Development Plan 2018-0004 and Large Lot Tentative Subdivision Map 2018-0007 (#18-0014)

ACRONYMS:

CEQA – California Environmental Quality Act
CWSP– Crossroad West Specific Plan (or Plan Area)
DA – Development Agreement
DU/AC – Dwelling units per acre
EIR – Environmental Impact Report
HDR – High Density Residential (16+ units per net acre)
LAFCo – Local Agency Formation Commission
LDR – Low Density Residential (0-8 units per net acre)
M&HP – Machado and Harrigfeld Parties
MDR – Medium Density Residential (9-16 units per net acre)
PDP – Preliminary Development Plan
TM – Tentative Map
(#18-XXXX) – Electronic File Tracking Numbers

I. PROJECT DESCRIPTION:

Machado Preliminary Development Plan 2018-0002 and Large Lot Tentative Map 18-0005 and Machado Preliminary Development Plan 2018-0003 and Small Lot Tentative Map 2018-0006 are designated as Phase B of the Crossroads Specific Plan (CWSP Figure 20). Harrigfeld Preliminary Development Plan 2018-0004 and Large Lot Tentative Map 2018-0007 is designated as Phase C of the Crossroads Specific Plan, which was approved by the City Council on March 19, 2019. The Development Agreement (Attachment 1, Exhibit B) covers the project activities of both Phase B and Phase C. Phases B and C comprise the bulk of the Specific Plan area and are located between MID Lateral Canal No. 6 and Morrill Road and between Morrill Road and Modesto Irrigation District Main Canal respectively. Both Phases are located north of Phase A (Browman Commercial Project), which is located at Claribel Road and Oakdale Road. The Development Agreement allows the developers to build on average five (5) low density residential dwelling units per acre.

II. PRELIMINARY DEVELOPMENT PLANS AND TENTATIVE PARCEL MAPS:

A. Machado Preliminary Development Plan 2018-0002 (Attachment 2, Exhibit A) and Large Lot Tentative Map 2018-0005 (Attachment 2, Exhibit B)

Machado large lot Tentative Map 2018-0005 proposes 23 large lots suitable for subdividing at a later date. Lots 7 and 8, which total approximately 24 acres, is a proposed school(s) site, pending negotiation and sale with the Sylvan Union School District. Staff has reached out to meet with the District to address traffic and circulation around the site before they begin designing their

facility. Lots 9 and 23 are proposed parkland and storm water basins. Lot 24, at approximately 1.25 acres is a possible fire station site, also pending negotiation and sale with Stanislaus Consolidated Fire Protection District. Land is to be dedicated on the north side of MID Lateral Canal No. 6 for a 20 foot wide Class 1 Bike Trail.

Low density residential standards in the Crossroads West Specific Plan (CWSP Table 4) propose a variety of lot sizes for future small lot maps, from 4,500 sf to 7,000 sf within these 23 large lots. They will be able to accommodate a wide range of unit sizes and floor plans proposed by future developers. Although it is unknown at this time which local or national builders will be purchasing these large lots to develop, the approved design standards in the CWSP will ensure quality products.

B. Machado Preliminary Development Plan 2018-0003 (Attachment 3, Exhibit A) and Small Lot Tentative Map 2018-0006 (Attachment 3, Exhibit B)

Machado small lot Tentative Map (TM) 2018-0006 is located at the northwest corner of Crawford and Oakdale Roads. It proposes 182 buildable single family residential lots. These lots are on average, +/- 50 feet by 100 feet. To remain flexible in the housing market, the Preliminary Development Plan (PDP) offers a variation in which a senior housing project could be substituted for the western portion of the proposed TM, resulting in approximately 93 gated lots with a community center and 82 single family residential lots.

Internal streets will conform to the typical street cross sections in the adopted Crossroads West Specific Plan (CWSP, Figures 9-12). Street names will be proposed by the developer and reviewed by staff and outside agencies such as Stanislaus Consolidated Fire Protection District and 911 to see if they are currently in use. Per RMC section 152.026 (L) all street names shall be approved by the City Council. Duplication of existing names within the County will not be allowed unless the streets are obviously in alignment with existing streets and likely to sometime be a continuation of the other street.

C. Harrigfeld Preliminary Development Plan 2018-0004 (Attachment 4, Exhibit A) and Large Lot Tentative Map 2018-0007 (Attachment 4, Exhibit B)

Harrigfeld large lot Tentative Map 2018-0007 is located at the north end of the CWSP area, north of Morrill Road, west of the sports complex, south of MID Main Canal, and east of the new City Limit line with County properties beyond it. It is approximately sixty (60) acres in size and proposes a total of five (5) large lots, four (4) of which are buildable for houses. These large lots range in size from 1.1 acres to 15.6 acres. Lot 5, the smallest of these lots will contain a new City well site. Prior to development in Phases B or C, a water analysis will be performed to determine the timing of construction of the new well. Lot 6, a long eighteen (18) foot wide lot is for a Class 1 bike trail on the south side of the MID Main Canal. While Lots 2 and 3 front Morrill Road, Lots 1 and 4 currently have access through a number of access and utility easements which will eventually become streets.

The PDP shows a three (3) acre neighborhood park in the middle of the four (4) lots. Since there is currently no developer moving forward with a small lot map for any of the large lots, staff does

not know the proposed size of future lots, but they will average five (5) dwelling units per acre. Internal streets will conform to the typical street cross sections in the adopted Crossroads West Specific Plan (CWSP, Figures 9-12). Street names will be proposed by the developer and reviewed by staff and outside agencies as discussed above.

D. Tentative Map Findings

A tentative map (large lot or small lot) may be approved or conditionally approved by the Planning Commission and City Council if all of the following findings can be made:

1. The proposed map is consistent with applicable general and specific plans. *The proposed map is consistent with the General Plan if the recommended Conditions of Approval are adopted.*
2. The design or improvement of the proposed subdivision is consistent with applicable general and specific plans. *The proposed map is consistent with the General Plan if the recommended Conditions of Approval are adopted as they relate to connectivity, sidewalks, and the provision of amenities.*
3. The site is physically suitable for the type of development. *The site is suitable for a new subdivision of this type.*
4. The site is physically suitable for the proposed density of the development. *The site is physically suitable for a proposed density of 0-8 dwelling units per net acre.*
5. The design of the subdivision or the proposed improvements is not likely to cause substantial environmental damage or substantially and unavoidably injure fish or wildlife or their habitats. *The design of the subdivision should not injure fish, wildlife, or their habitats, none of which are present on the site.*
6. The design of the subdivision or the type of improvements is not likely to cause serious public health problems. *The design of the subdivision should not cause serious health problems.*
7. The design of the subdivision or the type of improvements will not conflict with easements acquired by the public at large for access through, or use of, property within the proposed subdivision. In this connection, the City Council may approve a map if it finds that alternate easements for access or for use will be provided, and that these will be substantially equivalent to ones previously acquired by the public. This division shall only apply to easements of record or to easements established by judgement of a court of competent jurisdiction. *The design of the subdivision should not conflict with any easements of record.*

E. Preliminary Development Plans

Per Crossroads West Specific Plan Section 10.5, a Preliminary Development Plan (PDP) is required to be submitted concurrent with or prior to a tentative map or architectural review submittal and shall be a schematic plan which covers the entire area to be developed. The purpose of a PDP is to assist City Staff in reviewing and conditioning the development applications consistent with the CWSP.

PDP's shall be subject to the following provisions of the Specific Plan:

1. The density of development shall be consistent with the specific land use designations. *Currently the Machado small lot TM, the only small lot map moving forward at this time, is consistent with its LDR designation.*
2. The number of residential units or commercial square footage proposed shall be within the minimum and maximum range of the Specific Plan for that land use category. *The proposed density of the Machado small lot Tentative Map at 6 units per acre is consistent with the required CWSP Density Range of 5 du/ac – 8 du/ac (CWSP Table 1 – Low Density Residential). The Machado large lot Tentative Map proposes a density of +/- 6.5 du/ac and the Harrigfeld large lot Tentative Map proposes +/- 5 du/ac.*
3. The PDP must be approved by the Planning Commission prior to consideration of a Site Plan approval by Staff or concurrently with the Tentative Map Approval. *The three (3) PDPs under review were submitted and processed concurrently with the three (3) Tentative Maps.*
4. Residential units allocated by the Specific Plan may be reallocated within a distinct development area through a PDP if: (i) the minimum numbers of medium and high density units are achieved, (ii) the average number of units allowed in the district is not exceeded and (iii) PDP complies with the CWSP design guidelines. Compliance must be demonstrated with a numerical comparison of low, medium, and high density units required in the Specific Plan and the proposed low, medium, and high density units by district. *There are no high or medium density units proposed at this time.*
5. Residential units allocated by the Specific Plan may be transferred to another planning area when two or more distinct development areas are the subject of one PDP. The reallocation of units between distinct development areas shall be deemed consistent with the Specific Plan if: (i) the minimum numbers of medium and high density units are achieved in each district, (ii) the average numbers of units allowed in each district is not exceeded, and (iii) the design guidelines are followed. Compliance must be demonstrated with a numerical comparison of low, medium, and high density units by district. *The Machado large lot TM provides distinct development areas under 1 PDP, including 15 lots of LDR, 1 lot of MDR, 2 lots of HDR, and 2 lots for MU (mixed use). The Machado small lot TM proposes all LDR, therefore: (i) there are currently no MDR or HDR units proposed; (ii) the average number of LDR units in the Machado small lot TM has not been exceeded; and (iii) the design guidelines will be followed when the Machado small lot TM is sold and developed. The Harrigfeld large lot TM consists of all LDR.*

III. DEVELOPMENT AGREEMENT:

A. Background

Development agreements are binding contracts between a city and a developer. These agreements were authorized by the California Legislature, to protect both cities and land developers from uncertainties that may arise during the buildout of a larger area of land. Such agreements operate to provide vested rights to develop land in accordance with the adopted land use regulations applicable to the property. A development agreement protects the developer from certain changes in laws and regulations that may impact a project. By providing more certainty to the land development process, development agreements encourage larger amounts of private investment than would otherwise be possible.

In addition to providing certainty, development agreements benefit the community by providing long-term planning targets. Moreover, these agreements encourage the growth of larger, multi-phase projects that provide greater community amenities. In exchange for the vested right to develop, local governments can require a developer to provide certain improvements that would mitigate impacts caused by a project.

B. Term

In the present case, the Machado and Harrigfeld families have invested significant resources to participate in funding the environmental review process for the CWSP, and the land use plan, policies and design standards contained in the CWSP. The Development Agreement will provide a vested right to develop the Phase B area in accordance with the CWSP, for up to 20 years.

C. Vested Rights and Project Phasing

The Development Agreement provides the Machado and Harrigfeld families (“Developer”), and their authorized successors, a vested right to develop residential subdivisions and mixed-use projects on approximately 300 acres, in accordance with the land use standards set forth in the CWSP. In exchange for this vested right, the developer is responsible for constructing certain infrastructure improvements, including: the installation of water and sewer lines, construction of a north/south collector road, and the installation of traffic signals on Oakdale and Claribel Roads.

Through the Development Agreement, buildout of the residential and mixed use projects and related public improvements can be phased. Ultimately, the Development Agreement provides some flexibility in that all public facilities needed to serve any portion of the Project must be installed in connection with each new subdivision.

D. Credits and Reimbursements

The Development Agreement provides that the Developer will be reimbursed for the actual cost of constructing the roadway referenced above (the North-South Collector) and related water, sewer and public facilities. Reimbursements to the Developer are based in part on the provisions of the 2003 development agreement that facilitated development of the highly successful Crossroads at Riverbank shopping complex.

In the current Development Agreement, the parties have agreed to a variety of methods for reimbursing the Developer for the construction of public infrastructure. The first, and primary

method follows a common practice of reimbursing the developer from the City's System Development Fee ("SDF") program. For facilities that are part of the SDF program, the developer will be reimbursed for the actual cost of constructing those facilities, up to the maximum reimbursable amount under the City's SDF program. The Development Agreement also provides that the City will revise the SDF program, as necessary, to include all of the public facilities listed in Exhibit B. As part of the SDF program update, the Development Agreement authorizes the City to increase the impact fees for Sewer, Traffic and Parks that will be applicable to the Project.

E. Conditions of Approval

The Development Agreement memorializes and binds the Developer to conditions of approval that regulate how the Developer may develop the Project. These conditions follow all phases of development, through the PDP and TPM approval through to final map recordation. Many conditions specify how the Developer can proceed with future plans and permits. Other technical conditions regulate engineering specifics and water flow. These conditions also vest the City's right to approve architecture, landscaping, and public fixtures. Finally, special conditions outline how the commercial site may operate.

F. MMRP

The Development Agreement will be subject to the Mitigation Monitoring and Reporting Program ("MMRP") applicable to the CWSP. The MMRP identifies the mitigation measures that were established through the City Council's prior certification of the CWSP EIR. These measures tackle issues ranging from air quality to transportation. Certain mitigation measures are limited to the residential components only, such as compliance with City and Stanislaus LAFCO agricultural preservation policies.

Staff finds that approval of the Development Agreement would conserve both developer and City resources by providing the developer with the right to develop the Project Area consistent with a plan that has been exhaustively reviewed, vetted, and approved by City staff. Additionally, this Development Agreement ensures that Developer will ensure the construction of all improvements necessary for the Project.

IV. ACTIONS:

1. Adopt Resolution #2019-014 recommending that the City Council adopt an Ordinance to approve a Development Agreement between the City and the Machado and Harrigfeld Parties.
2. Adopt Resolution #2019-015 recommending that the City Council approve Tentative Map 2018-0005 and Preliminary Development Plan 2018-0002.
3. Adopt Resolution #2019-016 recommending that the City Council approve Tentative Map 2018-0006 and Preliminary Development Plan 2018-0003.

4. Adopt Resolution #2019-017 recommending that the City Council approve Tentative Map 2018-0007 and Preliminary Development Plan 2018-0004.

V. PUBLIC NOTICE:

The Planning Commission public notice was published in the Riverbank News, posted at City Hall North, South, Post Office, Community Center and website, and mailed to neighbors within 300 feet of the property on September 18, 2019. Written comments received by the City will be supplied to the Commission on the day of the meeting.

VI. ATTACHMENTS:

- 1) Development Agreement (#18-0007) Resolution #2019-014
 - Exhibit A - Draft CC Ordinance 2019-XXX
 - Exhibit B - Draft Development Agreement 2018-02
- 2) Machado Preliminary Development Plan & Large Lot Tentative Map (#18-0012) Resolution #2019-015
 - Exhibit A - Preliminary Development Plan 2018-0002
 - Exhibit B - Tentative Map 2018-0005
- 3) Machado Preliminary Development Plan & Small Lot Tentative Map (#18-0013) Resolution #2019-016
 - Exhibit A - Preliminary Development Plan 2018-0003
 - Exhibit B - Tentative Map 2018-0006
- 4) Harrigfeld Preliminary Development Plan & Large Lot Tentative Map (#18-0014) Resolution #2019-017
 - Exhibit A - Preliminary Development Plan 2018-0004
 - Exhibit B - Tentative Map 2018-0007

Respectfully Submitted By:

Donna M. Kenney
Donna M. Kenney
Planning and Building Manager

Attachment 1
City of Riverbank
Planning Commission
Resolution No. 2019-014

A Resolution of the Planning Commission of the City of Riverbank,
Recommending that the City Council Adopt an Ordinance Approving a Development
Agreement by and Between the City of Riverbank and the Machado and Harrigfeld
Parties.

WHEREAS, to strengthen the public planning process, encourage private participation in comprehensive planning, and reduce the economic risk of development, the California Legislature adopted Government Code section 65864 *et seq.*, which authorizes the City of Riverbank ("City") and an individual with a legal or equitable interest in real property to enter into a development agreement that establishes certain development rights in real property; and

WHEREAS, the Riverbank City Attorney and City staff have negotiated a Development Agreement with the Machado and Harrigfeld Parties (M&HP), to provide them with a vested right to develop approximately 300 acres, in the areas designated as Phase B and Phase C in the Crossroads West Specific Plan ("CWSP") area, in accordance with the land use regulations and other policies of the CWSP (the "M&HP Projects"); and

WHEREAS, the Development Agreement provides a vested right for M&HP to improve, develop, and use real property for the M&HP Projects in compliance with the CWSP and applicable land use regulations defined in the Development Agreement; and

WHEREAS, an Environmental Impact Report ("EIR") and Mitigation Monitoring and Reporting Program ("MMRP") has been prepared pursuant to the California Environmental Quality Act, which analyzes development of the M&HP Properties in accordance with the land use regulations in the Crossroads West Specific Plan ("CWSP"); and

WHEREAS, based on the requirement for the Development Agreement to conform to the CWSP and applicable City policies, the Planning Commission finds that the impacts related to the M&HP Properties as proposed therein were sufficiently analyzed in the CWSP EIR, and mitigated, where feasible; and,

WHEREAS, the Planning Commission further finds that there are no substantial changes to the M&HP Projects, or to the circumstances under which they are undertaken, and there is no substantially significant new information regarding the M&HP Projects that was not evaluated in the CWSP EIR, and that pursuant to CEQA Guideline 15162 further environmental review is not warranted under CEQA; and

WHEREAS, the Planning Commission held a duly noticed public hearing on October 1, 2019, to consider the Development Agreement and make recommendations to the City Council; and

WHEREAS, the Planning Commission finds that an ordinance approving the Development Agreement will allow the City to adequately regulate and address all impacts of the Projects in the City in accordance with state law; and

WHEREAS, the Planning Commission finds that the Development Agreement ordinance is in the best interest of the health, welfare, and safety of the public.

THEREFORE, BE IT RESOLVED by the Planning Commission of the City of Riverbank that it hereby recommends City Council approval of Ordinance No. 2019-____, Exhibit "A" approving Development Agreement 2018-02 between the City of Riverbank and the Machado and Harrigfeld Parties, attached hereto as Exhibit "B" and incorporated herein by this reference.

PASSED AND ADOPTED by the Planning Commission of the City of Riverbank at a regular meeting held on the 1th day of October 2019; motioned by Commissioner _____, seconded by Commissioner _____, and upon roll call was carried by the following Planning Commission vote of ____-____:

AYES: Commissioners:

NAYS:

ABSENT:

ABSTAIN:

Attest:

Approved:

Donna M. Kenney, Secretary
Planning and Building Manager

John Dinan, Chair
Planning Commission

EXHIBIT A

Draft CC Ordinance 2019-XXX

**CITY OF RIVERBANK
ORDINANCE NO. 2019-XXX**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF RIVERBANK APPROVING A
DEVELOPMENT AGREEMENT BY AND BETWEEN THE CITY OF RIVERBANK AND THE
MACHADO PARTIES AND THE HARRIGFELD PARTIES
(CROSSROADS WEST SPECIFIC PLAN)**

WHEREAS, to strengthen the public planning process, encourage private participation in comprehensive planning, and reduce the economic risk of development, the California Legislature adopted Government Code section 65864 *et seq.*, which authorizes the City and an individual with a legal or equitable interest in real property to enter into a development agreement that establishes certain development rights in real property; and

WHEREAS, the Riverbank City Attorney and City staff have negotiated a Development Agreement with the Machado and Harrigfeld families ("Developer"), to provide Developer with a vested right to develop approximately 300 acres, in the areas designated as Phase B and Phase C in the Crossroads West Specific Plan ("CWSP") area, in accordance with the land use regulations and other policies of the CWSP (the "M&HP Project"); and

WHEREAS, the Development Agreement provides a vested right for Developer to improve, develop, and use real property for the M&HP Project in compliance with the CWSP and applicable land use regulations defined in the Development Agreement; and

WHEREAS, an Environmental Impact Report ("EIR") and Mitigation Monitoring and Reporting Program ("MMRP") has been prepared pursuant to the California Environmental Quality Act, which analyzes development of the M&HP Project in accordance with the land use regulations in the Crossroads West Specific Plan ("CWSP"); and

WHEREAS, based on the requirement for the Development Agreement to conform to the CWSP and applicable City policies, the City Council finds that the impacts related to the M&HP Properties as proposed therein were sufficiently analyzed in the CWSP EIR, and mitigated, where feasible; and,

WHEREAS, the City Council further finds that there are no substantial changes to the M&HP Projects, or to the circumstances under which they are undertaken, and there is no substantially significant new information regarding the M&HP Projects that was not evaluated in the CWSP EIR, and that pursuant to CEQA Guideline 15162 further environmental review is not warranted under CEQA; and

WHEREAS, the Planning Commission held a duly noticed public hearing on October 1, 2019, to consider the Development Agreement and make recommendations to the City Council; and

WHEREAS, the City Council held a duly noticed public hearing on _____, 2019, to consider the Development Agreement; and

WHEREAS, the City Council of the City finds, based on its independent review and analysis of staff's recommendations, oral and written testimony, and the record as a whole, after due study, deliberation, and public hearing, and based on its independent judgment, that the following circumstances exist:

1. The Project is consistent with the goals, policies, and standards of the City of Riverbank General Plan and all other applicable standards and ordinances of the City of Riverbank.
2. In accordance with Government Code section 65864 *et seq.*, the City Council finds that the Development Agreement:
 - a. Is consistent with the objectives, policies, general land uses, and programs specified in the Riverbank General Plan and the Crossroads West Specific Plan; and
 - b. Will provide significant benefits to the public, (i) through greater retail, commercial and restaurant amenities, employment opportunities, and potentially new housing units, and (ii) through the MU-1 MMRP incorporated into the Development Agreement, therefore the Development Agreement will not be detrimental to the health, safety, and general welfare of City residents and the general public; and
 - c. Includes a detailed Phasing Plan and therefore not adversely affect the orderly development of property or the preservation of property values; and
 - d. Is consistent with the provisions of Government Code sections 65864 through 65869.5; and
 - e. Contains a legal description of the property.

NOW, THEREFORE, THE CITY OF RIVERBANK CITY COUNCIL DOES ORDAIN AS FOLLOWS:

SECTION 1. The City Council of the City of Riverbank approves the Development Agreement by and between the City of Riverbank and the Machado Parties and the Harrigfeld Parties (Crossroads West Specific Plan), and the City Council instructs the City Manager to execute the Development Agreement subject to final, technical revisions as required and approved by the City Attorney.

SECTION 2. The City shall review the Development Agreement for compliance with its terms and conditions not less than once every twelve (12) months from the effective date of the Development Agreement; or as otherwise required pursuant to the terms of the Development Agreement.

SECTION 3. Notice of the public hearing on the proposed Development Agreement was published in the Riverbank News, a newspaper of general circulation; and notices of the public hearing on the proposed Development Agreement were mailed to all interested parties and property owners within 300 feet of the property, according to the most recent assessor's roll.

SECTION 4. Environmental impacts for the M&HP Projects have been reviewed and assessed by the City pursuant to CEQA (Public Resources Code section 21000 *et seq.*; California Code of Regulations Title 14, section 15000 *et seq.*), and all applicable mitigation will be implemented through the CWSP MMRP. Pursuant to 14 Cal. Code Reg. 15162, no further environmental review is warranted.

SECTION 5. If any section, subsection, sentence, clause, phrase, or word of this Ordinance is for any reason held by a court of competent jurisdiction to be unconstitutional or invalid for any reason, such decision shall not affect the validity of the remaining portions of the Ordinance. The City Council of the City of Riverbank hereby declares that it would have passed this Ordinance and each section, subsection, sentence, clause, phrase, and word thereof, irrespective of the fact that any one or more section(s), subsection(s), sentence(s), clause(s), phrase(s), or word(s) be declared invalid.

SECTION 6. This Ordinance shall become effective thirty (30) days from and after its final passage and adoption, and publication of the Ordinance shall occur in a newspaper of general circulation at least fifteen (15) days prior to its effective date, or a summary of the Ordinance published in a newspaper of general circulation at least five (5) days prior to adoption and again at least fifteen (15) days prior to its effective date.

The foregoing was introduced at a regular meeting of the City Council of the City of Riverbank held on the ____ day of _____, 2019; motioned by Councilmember _____, seconded by Councilmember _____, and upon roll call was carried by the following vote ____:

AYES:

NAYS:

ABSENT:

ABSTAIN:

ATTEST:

Annabelle Aguilar, CMC
City Clerk

APPROVED:

Richard D. O'Brien
Mayor

EXHIBIT B

Draft Development Agreement 2018-02

RECORDED AT THE REQUEST OF:

CITY OF RIVERBANK
6707 Third Street
Riverbank, California 95367
Attention: City Manager

WHEN RECORDED PLEASE RETURN TO:

CITY OF RIVERBANK
6707 Third Street
Riverbank, California 95367
Attention: City Manager

Recording fees exempt (Gov. Code §§ 6103, 27383)

(Space above line for recorder's use only)

DEVELOPMENT AGREEMENT

BY AND AMONG

THE CITY OF RIVERBANK,

THE MACHADO PARTIES AND THE HARRIGFELD PARTIES

(CROSSROADS WEST SPECIFIC PLAN)

Adopted by City Council Ordinance No. _____
on _____, 2019

TABLE OF CONTENTS

ARTICLE	Page
1. DEFINITIONS	8
2. EXHIBITS AND RECITALS	11
3. GENERAL PROVISIONS	11
4. CONFLICTS OF LAW	15
5. DEVELOPMENT OF THE SUBJECT PROPERTY	15
6. FEES, CREDITS, DEDICATIONS, AND INFRASTRUCTURE IMPROVEMENTS	24
7. CITY FINANCE DISTRICTS	39
8. DEFAULT, REMEDIES AND TERMINATION	39
9. MISCELLANEOUS PROVISIONS	41
EXHIBIT A-1	Legal Description – Machado Properties
EXHIBIT A-2	Reference Maps of Machado Properties
EXHIBIT A-3	Legal Description – Harrigfeld Properties
EXHIBIT A-4	Reference Map of Harrigfeld Properties
EXHIBIT B	Reimbursement Summary (City-Wide and Crossroads)
EXHIBIT C	Reimbursement Agreement
EXHIBIT D	Approved Entitlements and Subsequent Approvals
EXHIBIT E	Conditions of Approval
EXHIBIT F-1	Master Tentative Large Lot Subdivision Map – Machado Properties
EXHIBIT F-2	Master Tentative Large Lot Subdivision Map – Harrigfeld Properties
EXHIBIT F-3	First Vesting Tentative Subdivision Map – Machado Properties
EXHIBIT G	SDF Fee Summary

EXHIBIT H	Form of Assignment and Assumption Agreement
EXHIBIT I	Project-Specific Mitigation Monitoring and Reporting Program
EXHIBIT J	Notice of Lien
EXHIBIT K	Oakdale Road Segment
EXHIBIT L	Morrill Segment
EXHIBIT M	Draft Specific Plan Area Fee Concept
EXHIBIT N	Draft Infrastructure CFD Concept
EXHIBIT O	City Ordinance No. _____ Adopting the Development Agreement and Related Policies

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT (“Agreement”) is entered into by and among the City of Riverbank, a California municipal corporation (“City”), the Machado Parties as defined in Section 1.24 and the Harrigfeld Parties as defined in Section 1.21 pursuant to the authority of Government Code section 65864 et seq. relating to development agreements. The Machado Parties and the Harrigfeld Parties together are referred to herein as the (“Developer.”) Developer and City may hereinafter be referred to individually as a “Party” and collectively as the “Parties.” There are no other parties to this Agreement.

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 the Development Agreement Statutes (Gov. Code § 65864 et seq.) which authorizes the City to enter into a development agreement with any person or entity having a legal or equitable interest in real property, to provide for the development of such property and establish certain development rights therein. The Parties acknowledge on their own behalf that each has: (i) negotiated the terms and conditions of this Agreement in good faith; (ii) extensively reviewed the terms and conditions of this Agreement; and (iii) found the terms and conditions of this Agreement to be fair, just and reasonable. Additionally, City acknowledges that this Agreement is consistent with City’s General Plan and Crossroads West Specific Plan and that buildout of the Project, including the Infrastructure Improvements, in accordance with this Agreement, will provide substantial benefits to City furthering important public health, safety and welfare interests while eliminating uncertainty in planning, and facilitating progressive installation of necessary Infrastructure Improvements to serve the Project.

B. The Machado Parties represent that, upon approval of this Agreement, the Machado Parties own legal title or an equitable interest (i.e., contractual acquisition right) to that certain real property located on the west side of Oakdale Road, north of Modesto Irrigation District Lateral No. 6, and south of Morrill Road, commonly known as APN# 074-011-004, APN# 074-011-009, and APN# 074-014-006, consisting of approximately 240 gross acres, located in the County of Stanislaus, California, and more particularly described in the Legal Description and Reference Maps attached hereto in **Exhibit A-1** and **Exhibit A-2** and incorporated herein (the “Machado Properties”). The Harrigfeld Parties represent that, upon approval of this Agreement, the Harrigfeld Parties own legal title or an equitable interest (i.e., contractual acquisition right) to that certain real property generally located north of Morrill Road and south of Modesto Irrigation District Main Canal, commonly known as APN# 074-006-016, consisting of approximately 60 gross acres, located in the County of Stanislaus, California, and more particularly described in the Legal Description and Reference Map attached hereto in **Exhibit A-3** and **Exhibit A-4** and incorporated herein (the “Harrigfeld Properties”). The Machado Properties and the Harrigfeld Properties together may be referred to as the “Subject Property.”

C. The Subject Property is located within that certain specific plan area consisting of approximately 380 gross acres known as the Crossroads West Specific Plan, an area that City applied for reorganization (“Annexation”) to Stanislaus County LAFCO (“LAFCO”) pursuant to

the Cortese-Knox Local Government Reorganization Act of 2000 (Gov. Code § 56000 et seq.) and that was approved by LAFCO for Annexation on June 26, 2019, with such approval to be effective upon LAFCO's recordation of a certificate of completion.

D. Development of the Project, as provided herein, will necessitate right-of-way land dedications and financing for the construction of certain significant public improvements, including water facilities, storm water drainage facilities, sanitary sewer facilities, undergrounding of electrical lines, roadway improvements, streetscape and sidewalk improvements and park improvements, all of which infrastructure improvements specific to the Subject Property are further described in Chapters 7 and 9 of the Crossroads West Specific Plan and the Conditions of Approval imposed by the City for the Project (the "SP Infrastructure Improvements"). Certain improvements will not only benefit the Project but will also benefit the entire Crossroads West Specific Plan, as well as City and Stanislaus County. Additionally, with the development of the Project, Developer anticipates financing certain offsite facilities, and other offsite improvements that are required by the Project Approvals and described as facilities specific to the Subject Property in the Crossroads West Specific Plan (the "Offsite Improvements"). Together, the SP Infrastructure Improvements and the Offsite Improvements are referred to as the "Infrastructure Improvements." Without the Development Agreement, it would be difficult or impossible to finance the necessary Infrastructure Improvements for the Project.

E. City recognizes that the success of the Project depends greatly upon the certainty of: (i) the timing and issuance of Credits and Reimbursements for Infrastructure Improvements installed by Developer; (ii) issuance of building permits; and (iii) sufficient water and sewer capacity to serve the Project. This Agreement sets forth provisions and procedures for Developer to be entitled to such Credits and Reimbursements for a time period of twenty (20) years after the Approval Date, and provisions for City, under certain circumstances in its reasonable discretion, to extend such Credits and Reimbursements for an additional five (5) years if Developer has not been fully reimbursed for the cost of installing the Infrastructure Improvements. This Agreement sets forth procedures for Developer to be reimbursed for Developer's actual costs of construction, alteration, demolition, and installation for eligible Infrastructure Improvements, through the issuance of Credits, or one (1) or more of the following reimbursement methods (collectively, "Reimbursements"): (i) reimbursable SDF from Project-related SDF funds, or other projects' SDF once received by the City; (ii) inter-fund or inter-category loans within the SDF program to the extent the SDF program is funded and City authorizes such inter-fund transfers ("Inter-Fund Loans"); (iii) the Specific Plan Area Fee as described in this Agreement; or (iv) Community Facilities Districts, Benefit Assessment Districts or other financing districts, if any.

F. The Parties further intend that such Credits shall not exceed the eligible amount of reimbursement under the City's SDF program, and that Reimbursements shall not exceed the actual costs of construction, alteration, demolition, installation, or repair work (including hard costs, soft costs and right of way dedications) for the Infrastructure Improvements.

G. The City has established by ordinance Riverbank Municipal Code Section 150.30 through 150.38 ("System Development Fees" or "SDF"). The System Development Fees are based on regional improvements identified in City's adopted Traffic, Streets and Roadway, Storm, Sewer and Water Master Plans and its adopted SDF Nexus Report. The Parties acknowledge that SDF

reimbursements from Project-related SDF funds and from other new or existing SDF funds collected shall be administered consistent with the requirements of this Agreement and in a manner consistent with City's existing SDF policies, this Agreement and master planning requirements.

H. City and Developer desire that Reimbursement payments be made to Developer as soon as reasonably possible, but in no event later than every calendar quarter, or as otherwise agreed to by the Parties in writing. Furthermore, the Parties desire to set forth provisions herein whereby, if the actual cost of construction, alteration, demolition, installation or repair work or any particular Infrastructure Improvement line item is less than that identified in the "Reimbursement Summary (City-Wide and Crossroads West)" attached as **Exhibit B** ("Reimbursement Summary"), the excess funds generated from fees collected from permits issued in connection with the Project will be deposited in the appropriate SDF line item account as established by City, and such excess funds generated within Developer's project may be made available to Developer for the purpose of financing Inter-Fund Loans among SDF Fee categories, as provided herein, to reimburse Developer for the actual cost of construction, alteration, demolition, installation, or repair work on any particular Infrastructure Improvement line item that exceeds the allocated amount set forth in the Reimbursement Summary.

I. To facilitate the issuance of Reimbursements, the Parties desire to enter into one or more reimbursement agreements as provided herein ("Reimbursement Agreement"), to reimburse Developer for the actual costs of construction, alteration, demolition, installation, or repair work on the Infrastructure Improvements. The Reimbursement Agreement shall set forth the terms and conditions of Developer's reimbursement for the cost of construction, alteration, demolition, installation or repair work on such Infrastructure Improvements and shall be substantially in the form of the attached **Exhibit C**. The Parties have worked in good faith to negotiate the terms and conditions of such Reimbursement Agreement such that it is mutually acceptable to both Parties.

J. City, in response to Developer's applications for land use entitlements to develop the Subject Property and following public hearings and environmental analysis required by CEQA, has granted various land use entitlements for the Project to be built on the Subject Property, which entitlements and approvals are described in the attached **Exhibit D** (the "Approved Entitlements"). **Exhibit D** also lists future land use entitlements and approvals that may be necessary to implement the Approved Entitlements that have not been conferred as of the Approval Date, including, to the extent allowable by law, any approvals that will be required as a precondition to the issuance of grading, building or other permits required for the development of the Project (including the building, grading or other permits themselves), granted by City after the Approval Date (the "Subsequent Approvals").

K. In accordance with CEQA, City has determined the impacts of the Project were sufficiently analyzed and addressed in the Certified Final Environmental Impact Report for the Crossroads West Specific Plan EIR, and no further environmental review is required (CEQA Guidelines § 15162 & 15164). No further environmental documentation is anticipated through the buildout of the Project, as adopted herein, including any Subsequent Approvals that are consistent with the Approved Entitlements. Development of the Subject Property pursuant to the Project Approvals, the Crossroads West Specific Plan, as applicable to the Project and as set forth in the

Conditions of Approvals, will provide for orderly growth and development consistent with City's General Plan, and other applicable development policies and programs of City.

L. For the reasons recited herein, Developer and City have determined that the development of the Subject Property is a development project for which this Agreement is appropriate and that this Agreement:

(i) Will eliminate uncertainty in planning and provide for the orderly development of the Subject Property;

(ii) Will insure progressive installation of necessary Infrastructure Improvements, by Developer in accordance with the terms and conditions of the Approved Entitlements;

(iii) Will provide for public services appropriate to the development of the Subject Property;

(iv) Will insure attainment of the maximum effective utilization of resources within City with the consideration of economic impacts to its citizens; and

(v) Will achieve the goals and purpose of the Crossroads West Specific Plan, which provides that Project phasing shall remain flexible enough to respond to changing conditions during Project buildout.

M. In entering into this Agreement, the Parties acknowledge that this Agreement and the Project Approvals shall be the primary instrument whereby the timing, phasing, and construction of the entirety of the Infrastructure Improvements and all other terms and conditions pertinent thereto shall be set forth and agreed to by the Parties. In exchange for these benefits to City, together with the public benefits provided by the development of the Project pursuant to this Agreement and the Project Approvals, Developer desires to receive the vested right that it may proceed with development of the Project in accordance with Applicable Laws in effect as of the Approval Date, and the Project Approvals, including without limitation, the Approved Entitlements and Subsequent Approvals.

N. The Parties shall cooperatively collect all documents mentioned in these recitals and place them in a three-ring binder to be maintained at all times by the City Clerk. Two (2) true and correct conforming copies of the binder shall be prepared and given to Developer and City's Community Development Director, respectively. The Parties shall rely on the documents in the binder to determine the approvals granted by City and the ordinances, policies and regulations in effect as of the Approval Date of this Agreement.

O. City acknowledges that development of the Subject Property is a large-scale undertaking, involving major investments by Developer, with development occurring in various phases over several years. Developer is unwilling to incur the required investment in developing the Project, as hereinafter defined, without binding assurances from City of the continuity of vested rights to develop the Project in accordance with the Crossroads West Specific Plan, Applicable

Laws (as defined in Section 5.01 below) in effect as of the Approval Date and Project Approvals, to proceed with the construction of the Infrastructure Improvements and any other improvements. City, in turn, cannot be assured of realizing the benefits of the Project without granting the binding assurances desired by Developer.

P. This Agreement sets forth provisions for Developer to construct certain Infrastructure Improvements, or portions thereof, in phases as shown and identified in Sections 6.01 through 6.05 of this Agreement (the “Facilities Phasing Plan”). The Parties acknowledge that Developer shall not be required to initiate or complete development of any particular Infrastructure Improvement within any period of time except as necessary to serve that phase of the project, and as set forth in the Crossroads West Specific Plan and Conditions of Approval. The Parties further acknowledge that certain Infrastructure Improvements will benefit the Project, the entire area within the Crossroads West Specific Plan, as well as other City areas. As such, this Agreement is intended to grant Developer vested rights to develop the Project as set forth herein.

Q. On _____, 20__ the Planning Commission of the City of Riverbank, after giving notice pursuant to Government Code Sections 65867, 65090 and 65091, held a public hearing to consider this Agreement and provide recommendations to the City Council.

R. The City Council of the City of Riverbank on _____, 20__, after providing public notice pursuant to Government Code Sections 65867, 65090 and 65091, held a public hearing on this Agreement and, following the duly noticed hearing, introduced Ordinance No. _____ to approve this Agreement.

S. On _____, 20__ the City Council conducted the second reading and adopted Ordinance No. _____, approving and authorizing the execution of the Agreement. The ordinance is effective on _____, 20__ (the “Approval Date”). In approving the Agreement, the City Council adopted findings that the provisions of this Agreement and the Project are consistent with the Crossroads West Specific Plan, the General Plan, the Master Tentative Lot Large Subdivision Map-Machado Properties No. _____, the First Vesting Tentative Subdivision Map – Machado Properties No. _____ and the Master Tentative Large Lot Subdivision Map – Harrigfeld Properties No. _____ and all other applicable City policies and regulations, and that the requirements of CEQA have been satisfied. Ordinance No. _____ and related policies are attached to this Agreement as **Exhibit O**.

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

ARTICLE 1 DEFINITIONS

The following terms shall have the meanings set forth below for purposes of this Agreement:

1.01. “Agreement” means this Development Agreement by and between the City of Riverbank, a California municipal corporation, the Machado Parties and the Harrigfeld Parties.

1.02. “Applicable Law” shall mean the statutes, rules, ordinances and regulations referred to in Section 5.01 below and in effect on the Approval Date of this Agreement.

1.03. “Approval Date” means the legally effective date of City’s approval of this Agreement, which shall occur thirty (30) calendar days after the adoption of the second reading of Ordinance No. _____, i.e., _____, 2019.

1.04. “Approved Entitlements” means those certain entitlements listed on **Exhibit D** attached hereto.

1.05. “Areas of Benefit” shall mean such financing or reimbursement districts that City may establish in accordance with this Agreement.

1.06. “Assignee” means any person, partnership, joint venture, firm, company, corporation or other business entity to which all or a portion of the Subject Property is sold, assigned, transferred, or conveyed, along with such rights, duties and obligations under this Agreement with respect to all or that portion of the Subject Property which is sold, assigned transferred, ground leased or conveyed pursuant to an Assignment and Assumption Agreement, as provided in Section 3.06 herein. Notwithstanding the foregoing, through the Assignment and Assumption Agreement, Developer may reserve and retain certain rights and benefits contained in this Agreement or created as a result of this Agreement and may withhold the transfer of such rights to any Assignee pursuant to such agreement executed by the Assignee.

1.07. “Assignment and Assumption Agreement” means such agreement that Developer shall be required to enter into, in order to retain certain rights and benefits, and to partially allocate certain rights and benefits to an Assignee, as provided herein and as detailed in Section 3.03 and **Exhibit I** of this Agreement.

1.08. “City” means the City of Riverbank, California.

1.09. “CEQA” means the California Environmental Quality Act (Pub. Res. Code § 21000 et seq.) and the implementing CEQA Guidelines (14 Cal. Code Reg. § 15000 et seq.)

1.10. “Community Development Director” means the City’s Community Development Director, or the person the City Manager shall designate to act as such for purposes of this Agreement.

1.11. “Conditions of Approval” means all conditions of approval to the Approved Entitlements, which have been required by the City as a condition of regulatory approval of the Project, and which the affected Developer has reviewed and consented to, as set forth in **Exhibit E** attached hereto.

1.12. “Costs of the Infrastructure Improvements” means the right-of-way costs and eligible costs for construction, alteration, demolition and installation of the Infrastructure Improvements.

1.13. “Credits” means an entitlement to be excused from paying into City’s SDF program because Developer constructed certain Infrastructure Improvements instead of paying an SDF Fee. The amount of the Credit for construction of an SDF Infrastructure Improvement shall be equal to the amount allocated in City’s SDF program for such Infrastructure Improvement. At Developer’s option, Developer or a Subsequent Property Owner shall pay such required SDF Fee in lieu of receiving a Credit and Developer shall instead be reimbursed such SDF Fee after such SDF Fee is collected, to be remitted on a calendar quarter basis.

1.14. “Crossroads West Specific Plan” means the Crossroads West Specific Plan, a master planned development, adopted by the City Council of the City of Riverbank pursuant to Resolution No. 2019-015 on March 19, 2019.

1.15. “Developer” means the Machado Parties and the Harrigfeld Parties, and any successor-in-interest, or future Assignees under the terms provided in Article __ below.

1.16. “Effective Date” means the legally effective date that all the following have occurred: (a) the ordinance approving this Agreement becomes effective; (b) this Agreement is executed by the Parties; and (c) Stanislaus LAFCO approves annexation of the Subject Property, or such portion thereof, into City limits.

1.17. “EIR” shall mean the combined Draft and Final Environmental Impact Report, including the adopted CEQA findings and Mitigation Monitoring and Reporting Program, Crossroads West Specific Plan (SCH No. 2017032062) certified by City Council Resolution No. 2019-013 on March 19, 2019.

1.18. “Final Maps” shall mean the various, phased final maps issued pursuant to the Subdivision Map Act, which may hereafter be filed for record for each respective phase of development of the Project.

1.19. “Financing District” shall mean a community facilities district formed pursuant to the Mello-Roos Community Facilities District Act of 1982, or a comparable special tax, assessment or similar district formed to financing ongoing maintenance or infrastructure obligations for the Subject Property.

1.20. “General Plan” shall mean the City of Riverbank General Plan 2005-2025.

1.21. “Harrigfeld Parties” means _____.

1.22. “Harrigfeld Properties” means the property commonly known as APN# 074-006-016 and more particularly described in the legal description attached hereto as **Exhibit A-3** and incorporated herein and as generally depicted for reference purposes in **Exhibit A-4**.

1.23. “Infrastructure Improvements” means the “SP Infrastructure Improvements” as defined in Section 1.33 and the “Offsite Improvements” as defined in Section 1.27.

1.24. “Machado Parties” means _____.

1.25. “Machado Properties” means the properties commonly known as APN# 074-011-004, APN# 074-011-009, and APN# 074-014-006 and more particularly described in the legal description attached hereto as **Exhibit A-1** and as generally depicted for reference purposes in **Exhibit A-2**.

1.26. “Master Tentative Large Lot Subdivision Map” or “Master Map” means a subdivision map or maps whereby the Subject Property will be divided into large parcels intended to be further subdivided into residential lots in subdivisions. Such map or maps will create individual parcels but will not create individual residential lots for home sites. The Master Tentative Large Lot Subdivision Maps that have been approved prior to the Effective Date of this Agreement are attached to this Agreement as **Exhibit F-1** and **Exhibit F-2** and incorporated herein by this reference.

1.27. “Offsite Improvements” means any Project-related improvement outside of the area of the Crossroads West Specific Plan or the half of any perimeter streets adjacent thereto.

1.28. “Phased Maps” shall mean the various phased vesting tentative subdivision maps, which have been approved prior to the Effective Date of this Agreement or which may hereafter be approved for each respective phase of development of the Project, as further described in Section 5.10 below. A vesting tentative subdivision map which has been approved prior to the Effective Date of this Agreement is attached to this Agreement as **Exhibit F-3** (the “First Vesting Tentative Subdivision Map – Machado Properties”).

1.29. “Project” means the permitted densities, intensities and uses of the Subject Property as depicted on the Project Approvals, and in the Approved Entitlements in **Exhibit D**.

1.30. “Project Approvals” means all land use and building approvals, permits and entitlements granted by the City for the Project including the Crossroads West Specific Plan, Approved Entitlements, Subsequent Approvals, Master Tentative Large Lot Subdivision Map(s), Phased Maps, Conditions of Approval, EIR, and Mitigation Monitoring and Reporting Program.

1.31. “Rules and Regulations” means the rules, regulations, ordinances, laws, general or specific plans, zoning, and official policies governing development, design, density and intensity of permitted uses, growth management, environmental review, or other measure that directly or indirectly limits the rate, timing or sequencing of development or construction, construction and building standards, design criteria and any other standards relating to development of Subject Property within the City, and in effect on the Approval Date of this Agreement.

1.32. “SDF Fees” means the fee schedule adopted by City that is applicable to the Project for the term of this Agreement attached hereto as **Exhibit G**, as such fees may be modified and limited in accordance with this Agreement.

1.33. “SP Infrastructure Improvements” means the backbone infrastructure serving the Specific Plan area, as detailed in Recital D.

1.34. “State” means the State of California.

1.35 “Subject Property” means the Machado Properties and the Harrigfeld Properties, collectively.

1.36 “Subsequent Approvals” means any approvals required, or desired by Developer and considered by City, as a precondition to the issuance of grading, building or other permits required for the development of the Project granted by City after the Approval Date, including but not limited to (a) additional Master Maps; (b) Phased Maps and Final Maps, which may include all or a portion of the Subject Property identified in the Project Approvals; (c) use permits; (d) building permits; (e) any other approvals necessary for the development of the Project; and (f) design review as set forth in Sections 8.2 and 8.3 of the Crossroads West Specific Plan.

1.37 “Subsequent Property Owner” means the person, persons or entity having a legal or equitable interest in the Subject Property as described in **Exhibit A-1** and **Exhibit A-3** and includes any Property Owner’s successors in interest.

ARTICLE 2 EXHIBITS AND RECITALS

The Recitals set forth above, and the Exhibits referred to in this Agreement, are incorporated herein as though set forth in full.

ARTICLE 3 GENERAL PROVISIONS

3.01. Property Subject to the Agreement. This Agreement applies to and governs the development of the Subject Property.

3.02. Duration of Agreement. The term of this Agreement shall commence upon the Approval Date and shall expire on the twentieth (20th) anniversary following such date, provided, however, that this Agreement shall not become legally enforceable by either Party until the Effective Date. The term of this Agreement may be extended by mutual agreement of the Parties in writing.

3.03. Assignment and Assumption. Developer shall have the right to sell, assign, transfer, ground lease or convey the Subject Property in whole or in part (provided that no such partial transfer shall violate the provisions of the Subdivision Map Act) to an Assignee at any time during the term of this Agreement upon providing notice to City no later than ten (10) days after the effective date of said sale, assignment or transfer. Assignment and assumption shall be administered through the form of Assignment and Assumption Agreement attached to this Agreement as **Exhibit H**. The City will release Developer from all obligations set forth herein with respect to the Subject Property sold, assigned or transferred (or if less than the Subject Property shall be sold, transferred or assigned, then with respect to that portion thereof actually purchased, transferred or assigned), only if Developer conveys, and the Assignee expressly assumes all of the obligations and other terms and conditions of this Agreement with respect to such Subject Property (or if less than the Subject Property shall be sold, transferred or assigned,

then with respect to that portion thereof actually purchased, transferred or assigned). Developer or Assignee shall advise the City of the assignment and assumption.

(a) *Failure to Notify City not Grounds for Default.* Any sale, assignment, transfer, ground lease or conveyance not made in substantial compliance with this Article shall not constitute a default by Developer or any Assignee under this Agreement, provided, however, that City may refuse to issue permits or other entitlements to such purchaser, Assignee or transferee until a copy of the assignment and assumption agreement is received by City.

(b) *Partial Assignment.* Developer reserves the right to partially assign the burdens or benefits of this Agreement to any Assignee, provided that Developer must: (i) provide City with a copy of the Assignment and Assumption Agreement that designates the rights allocated to such Assignee; or (ii) record a memorandum of such agreement on the assigned property, which clearly designates the rights allocated to such Assignee.

3.04. Recording. Upon the Approval Date, the Parties shall fully execute and acknowledge four originals of this Agreement. Within ten (10) days after the Approval Date, the City Clerk shall record this Agreement in the Official Records of Stanislaus County. Upon return from the county recorder, the City Clerk shall send a copy of the recorded Agreement and all exhibits to Developer.

3.05. Amendment or Cancellation of Agreement. Except as otherwise provided herein, including, without limitation, as provided under Article 8 hereof, this Agreement may be cancelled, modified or amended only by mutual written consent of the Parties, in accordance with Government Code Sections 65867, 65867.5 and 65868.

(a) *Minor Amendment of this Agreement.* The Parties acknowledge that refinement and implementation of the Project may demonstrate minor changes, as appropriate with respect to the details of performance by the Parties. The Parties desire to retain administrative flexibility with respect to certain items covered in general terms under this Agreement. If City finds that clarifications, minor changes or minor adjustments are necessary or appropriate to further the intended purposes of this Agreement and will not be materially inconsistent with any Project Approvals, the Parties may effectuate such clarifications, minor changes and adjustments through one or more Operating Memoranda, mutually approved in writing by Developer and the City Manager. Each Operating Memorandum will, after execution and recording, be attached to this Agreement. Unless otherwise required by law, execution of an Operating Memorandum between the Parties shall not require noticed public hearings.

(b) *Effect of Termination.* Termination of this Agreement shall not constitute the automatic termination of any Project Approvals or other land use entitlements approved for the Subject Property. Upon termination of this Agreement, no Party shall have any further right or obligation hereunder, except with respect to any obligation to have been performed prior to such termination, or with respect to any default in the performance of the provisions of this Agreement that has occurred prior to such termination, or with respect to any obligations that are specifically set forth as surviving this Agreement.

(c) *Minor Amendment of Project Approvals.* Developer may provide written request for a minor amendment or modification to any of the Project Approvals, including, but not limited to (a) the location of buildings, streets and roadways and other physical facilities, or (b) the configuration of the buildings, the site plan, elevations, the configuration and number of parcels, lots or development areas. To the extent allowable by law, the Community Development Director shall determine whether the requested amendment or modification is consistent with this Agreement, Crossroads West Specific Plan and applicable provisions of City zoning and subdivision ordinances in effect as of the Effective Date of this agreement. For purposes of this Agreement, the determination of whether such amendment is minor shall be made by reference to whether such amendment or modification is minor in the context of the overall Project. If the Community Development Director finds that the proposed amendment is both minor and consistent with this Agreement, the Crossroads West Specific Plan, and the applicable provisions of City zoning and subdivision ordinances, the Community Development Director may approve the minor amendment administratively. For purposes of this Agreement and notwithstanding any City ordinance or resolution to the contrary, the following shall be deemed a minor amendment or modification: lot line adjustments, minor adjustments in the number of parcels on a Phased Map, minor variances as to density, relocation of densities and/or uses which do not materially alter the overall density of the Subject Property as presently set forth in the Crossroads West Specific Plan, and minor changes to any bulk, height, lot coverage, and building setbacks.

3.06. Binding Effect of Agreement. Actions of City and Developer with respect to the Project, including, without limitation, actions by City responding to applications for Subsequent Approvals affecting the Project, shall be made subject to this Agreement. The Project shall be carried out in accordance with the terms of this Agreement. The provisions of this Agreement shall constitute covenants and servitudes, which shall run with the land comprising the Subject Property, and the burdens and benefits hereof shall inure to the benefit of the City and Developer, and all estates and interests in the Subject Property and all successors in interest of the Parties hereto, except as such rights may be materially limited by a recorded Assignment and Assumption Agreement between Developer and any Assignee to the Subject Property. Notwithstanding the above, Developer's determination to construct the Project is left to Developer's sole and absolute discretion and in no event is Developer obligated to construct or undertake commencement of the Project.

3.07. Notices. Any notice or communication required hereunder between City or Developer must be in writing, and may be given either personally, by registered or certified mail (return receipt requested), or by Federal Express, UPS or other similar couriers providing overnight delivery. If personally delivered, a notice or communication shall be deemed to have been given when delivered to the Party to whom it is addressed. If given by registered or certified mail, such notice or communication shall be deemed to have been given and received on the first to occur of (a) actual receipt by any of the addressees designated below as the party to whom notices are to be sent, or (b) five (5) days after a registered or certified letter containing such notice, properly addressed, with postage prepaid, is deposited in the United States mail. If given by Federal Express or similar courier, a notice or communication shall be deemed to have been given and received on the date delivered as shown on a receipt issued by the courier. Any Party may at any time, by giving ten (10) days written notice to the other Party, designate any other address in substitution of the address to which such notice or communication shall be given.

Notices and communications shall be given to the Parties at their addresses set forth below:

If to City: City of Riverbank
6707 3rd Street
Riverbank, CA 95367
Attn: City Manager

With a copy to: Churchwell White LLP
1414 K Street, 3rd Floor
Sacramento, CA 95814
Attn: Douglas L. White, Esq.

If to Developer: For the Machado Parties –
Randy High, Jr.
1120 Scenic Drive
Modesto, CA 95350

For the Harrigfeld Parties –
Karna Harrigfeld, Esq.
5757 Pacific Avenue, Suite 222
Stockton, CA 95207

With copies to: Newman – Romano
1034 12th Street
Modesto, CA 95354
Attn: David O. Romano, P.E.

and Petrulakis Law & Advocacy, APC
P.O. Box 92
Modesto, CA 95353
Attn: George A. Petrulakis, Esq.

ARTICLE 4 CONFLICTS OF LAW

4.01. Conflicts between City and State or Federal Laws. In the event that State or federal laws or regulations enacted after the Approval Date prevent or preclude compliance with one or more provisions of this Agreement, or require changes in plans, maps or permits approved by City, each Party shall provide the other Party with written notice of such State or federal restriction, a copy of such regulation or policy and a statement concerning the conflict with the provisions of this Agreement. The Parties shall, within thirty (30) days, meet and confer in good faith in a reasonable attempt to modify this Agreement to comply with such federal or State law or regulation.

4.02. City Council Hearing. After the Parties have met and conferred pursuant to Section 4.01 above, if the Parties have not reached agreement on the effect of the change in the federal or state law or regulation upon this Agreement, Developer may request the matter shall be scheduled for hearing before the City Council. Written notice of such hearing shall be given pursuant to Government Code Section 65867, or then applicable statutes. The City Council, at such hearing, shall determine the exact modification necessitated by such federal or state law or regulation. Developer, at the hearing, shall have the right to offer oral and written testimony.

4.03. Cooperation in Securing Permits. City shall cooperate with Developer in order to secure any permits that may be required or as a result of modifications, amendments, or suspensions made pursuant to this Article.

4.04. Invalidity of Agreement and Severability. If this Agreement is determined by a court to be invalid or unenforceable in its entirety, the Agreement shall automatically terminate as of the date of final entry of judgment. If any provision of this Agreement relating to fees payable by Developer, Section 1.4 and/or Article 6 shall be determined by a court to be invalid and unenforceable, or if any provision of this Agreement relating to fees payable by Developer, Section 1.4 and/or Article 6 is rendered invalid or unenforceable according to the terms of any statute of the State of California which became effective after the Approval Date, and Developer in good faith determines such provisions are material to its entering into this Agreement, then Developer may elect to terminate this Agreement as to all of its obligations remaining unperformed.

ARTICLE 5 DEVELOPMENT OF THE SUBJECT PROPERTY

5.01. Applicable Law. As used in this Agreement regarding the Subject Property, “Applicable Law” shall mean and include all of the following in effect as of the Approval Date, and Applicable Law shall be interpreted in the following priority:

- (a) City of Riverbank General Plan;
- (b) Crossroads West Specific Plan;
- (c) This Agreement;
- (d) Master Tentative Large Lot Subdivision Maps;
- (e) Phased Maps;
- (f) All other Project Approvals;
- (g) City zoning ordinance;
- (h) City subdivision ordinance;
- (i) Rules and Regulations; and
- (j) all other laws, policies, rules and regulations of City (whether the laws be enacted by the City Council, Planning Commission, or City voters) in effect as of the Approval Date, including, without limitation, the laws that relate to or specify any one or more of the following: the permitted uses of land or improvements; the density or intensity of use; the rental rates or vacancy rates or conversion controls regarding rental properties; labor rules and rates; and building and uniform code standards for construction and occupancy. Nothing in this Agreement, or Applicable Law, whether in

existence as of the Approval Date or arising in the future, shall be interpreted to provide for or result in any annual (or other) limit, moratorium, or other limitation upon the number of, or phasing or pacing of, units which may be constructed on, or building permits which may be obtained for parcels or lots within the Subject Property, the processing or approval of any vesting tentative or final maps, or any other land use entitlements, approvals, or permits, or the rate, timing, or sequencing thereof, during the term of this Agreement. There are currently no adopted growth controls ordinance, policies or measures that would restrict development of the Project. The terms of this Agreement are consistent with the legislative purposes set forth above and will assure Developer that approvals granted by the City in connection with the development of the Subject Property will not change during the term of this Agreement.

Notwithstanding the foregoing or anything contained herein to the contrary, the standards and regulations provided in the Crossroads West Specific Plan supersede all other laws, policies, rules and regulations of the City in effect as of the Approval Date. If a conflict occurs between the requirements of the Crossroads West Specific Plan and laws, policies, rules, and regulations of the City, the requirements of the Crossroads West Specific Plan and this Agreement shall control. If, however, the Crossroads West Specific Plan does not contain an express requirement consistent with the laws, policies, rules and regulations of the City, then in such event the Parties agree the requirements of Applicable Law, in order of priority shown above, shall be followed.

5.02. Vested Right to Develop. During the term of this Agreement, Developer shall have the vested right to develop the Subject Property in accordance with the Project Approvals. City agrees and assures Developer that this Agreement establishes vested development rights, obligations, terms and conditions, as specified in the Project Approvals and Applicable Law, including without limitation, any and all Subsequent Approvals and Developer's right to tie in, or connect to, the City sewer and water systems, and that such rights shall be fully vested in Developer and may not be changed or modified by City, except as may be expressly permitted by, and in accordance with, the terms and conditions of this Agreement, or as expressly consented thereto by Developer in its reasonable discretion.

(a) *Water Capacity.* The Parties acknowledge that City's water system likely has sufficient capacity to adequately serve 350 residential units of the Subject Property and the Machado MU-2 Parcel, as provided in the CWSP. In addition, City agrees to provide and make available any additional water services and capacity necessary to serve the entire buildout of the Subject Property without delay, limitation and/or restriction. Notwithstanding the foregoing, City agrees to build, as necessary, any future wells (and related facilities), peaking reservoirs (and related facilities) and other improvements to the City's water system required to facilitate and provide unrestricted access to water capacity necessary for the development of the entire buildout of the Subject Property consistent with the CWSP. Additional wells, peaking reservoirs and other improvements to the City's water system will be required to facilitate additional residential development over Developer's 350 units permitted within the Subject Property.

(b) *City Administration.* City shall comply with this Agreement and all Project Approvals, and City shall process any Subsequent Approvals in accordance with the terms of this Agreement. The permitted uses, the density and intensity of use, the maximum height and size of proposed buildings, the construction, installation and extension of Infrastructure Improvements, development guidelines and standards, implementation programs for processing of Subsequent Approvals and other conditions of development for the Subject Property shall be those set forth in the Crossroads West Specific Plan, Project Approvals and Applicable Law, including without limitation, any and all Subsequent Approvals. The Parties intend that the Project Approvals and Crossroads West Specific Plan shall serve as the definitive and controlling provisions for all subsequent actions, discretionary or ministerial, relating to the development and occupancy of the Project.

(c) *Other.* The vested rights under this Agreement include the protections afforded, including without limitation, protections against later enactments prohibited in this Agreement such as those listed in subsection 5.09(a) and Section 6.14.

5.03. Vested Rights Relating to Reimbursements. Developer shall be required by this Agreement to construct the Infrastructure Improvements identified in the Facilities Phasing Plan, subject to the phasing requirements set forth therein. For Infrastructure Improvements completed by Developer, Developer shall design and construct such work to City or agency standards consistent with the Crossroads West Specific Plan and applicable mitigation measures attached hereto as **Exhibit I**, unless otherwise provided in this Agreement, the Crossroads West Specific Plan, or the Project Approvals. To the extent that Developer constructs, installs or provides financing for any Infrastructure Improvements, City shall reimburse Developer for the eligible cost of the Infrastructure Improvements, as provided in **Exhibit B** for the first twenty (20) years after the Approval Date. City, in its reasonable discretion, shall issue Credits and Reimbursements for an additional five (5) years if City determines that the cost of installing the Infrastructure Improvements has not been fully reimbursed.

City shall reimburse Developer through the application of Credits, and through the issuance of Reimbursements pursuant to one (1) or more of the following Reimbursement methods:

(a) *Project-Related SDF Reimbursements.* Developer may elect to be reimbursed through City's SDF program for the installation of Infrastructure Improvements, or portions thereof that are expressly identified and itemized, according to the amounts quantified in City's SDF program. City represents that the list of improvements set forth in the attached **Exhibit B** are or will be part of the City SDF program. With respect to SDF-reimbursable improvements, as described in the attached **Exhibit B** that are not currently included in the City's SDF program, City agrees to amend the existing SDF program within twenty-four (24) months after the Approval Date in order to establish new system development fees to fund the costs of such new Infrastructure Improvements. In such case, City agrees that the SDF funds collected from each such SDF category from: (i) any property within the Project, shall be used solely to reimburse Developer for the cost of the Infrastructure Improvements; (ii) any property within the Crossroads West Specific Plan shall be used to reimburse Developer in relation to other developers outside of the Project, but within the Crossroads West Specific Plan on a first in/first out basis; and (iii) any property outside of the Crossroads West Specific Plan shall be used to reimburse Developer for the cost of

the Infrastructure Improvements; provided, however, that if the City's Finance Director reasonably determines that priority must be given to a programmatic infrastructure improvement or City priority improvement within such SDF category relating to a prior project outside of the Crossroads West Specific Plan, City may, to the extent of such priority programmatic infrastructure improvement or City priority improvement item only, elect to allocate such SDF fees collected from property outside of the Crossroads West Specific Plan to reimburse Developer in relation to other developers outside of the Crossroads West Specific Plan on a first in/first out basis, as provided under Applicable Law and consistent with the intent of the Parties set forth herein.

(b) *Non-Project SDF Reimbursements and Inter-Fund Loans.* City, in its reasonable discretion, may elect to allocate SDF fees collected from permits issued for any property outside of the Project, to reimburse Developer on a first in/first out basis in relation to other developers who are also awaiting reimbursement consistent with the intent of the Parties set forth herein, or in any executed Reimbursement Agreement between the Parties.

(c) *Specific Plan Area Fee.* Reimbursements accruing from the development of the Specific Plan shall be provided pursuant to the provisions of Section 6.06 detailing the Specific Plan Area Fee.

(d) *Benefit Assessment Districts.* Developer may seek, and City shall use its best efforts to assist Developer in obtaining, reimbursement from benefited property owners for all eligible costs and expenses incurred in the design and construction of any Infrastructure Improvements that benefit properties other than the Subject Property, and the acquisition of rights of way for any such public facilities. In the event Developer seeks reimbursement from other benefited properties, City shall cooperate with Developer in the formation, consistent with all applicable City and state laws, of a local benefit district or area of benefit for the purpose of reimbursing Developer, as contemplated herein. Alternatively, at City's election, Developer may be reimbursed for oversizing under a separate agreement between City and Developer, which shall provide that if and when a particular property benefiting from the oversizing pulls a permit to constructs any improvement, City shall require the benefiting property to reimburse Developer for their pro rata share of the costs of the oversizing. A written agreement under this provision shall have a term of no longer than twenty (20) years. Similarly, if the benefiting property fails to reimburse Developer for oversizing, Developer shall have no recourse against City; however, Developer shall retain all rights against the benefiting property and its owners. In no case shall City reimburse Developer pursuant to this Agreement from City's general fund. City may charge an administrative fee equal to the cost of administering such local benefit district, not to exceed five percent (5%) of the annual assessment district budget for such area of benefit.

(e) *Maximum Reimbursement Amount.* Notwithstanding anything to the contrary in this Agreement, in no event shall the total amount of Reimbursements made by City to Developer, whether in the form of Reimbursements in cash, Credits against fees or any other form provided herein, exceed the cost of the facility identified in the SDF program, or for other facilities the actual cost of construction and installation of public works of improvement required by City as a condition of approval of the Project, as defined in California Labor Code Section 1720(c)(2) or a successor statute. The Parties acknowledge that for purposes of this Agreement, repair work

shall exclude all costs incurred by Developer to perform any corrective work necessitated by defective work or defective materials.

5.04. Reimbursement Agreements. Reimbursements shall be administered through this Agreement, and any additional Reimbursement Agreement determined to be necessary by mutual agreement of the Parties. City shall have no further obligation under this Section only after such time that Developer has been fully repaid for the actual cost of all Infrastructure Improvements, including their costs as provided in **Exhibit C**, through either Credits or Reimbursements, as applicable.

5.05. SDF Overages and Surplus.

(a) *Overage.* If the actual construction cost of Infrastructure Improvements eligible for reimbursement under the SDF program exceeds the amount specified in the SDF program, City may address any such overage by: (a) increasing the appropriate SDF category, such that the SDF will increase City-wide to finance such overage, provided that all developers or landowners, including Developer (but only with respect to unbuilt buildings), shall share in such City-wide fee increase; (b) transfer from other SDF categories, but only if Developer has constructed other Infrastructure Improvements in such SDF category for less than the amount specified in the SDF program, as provided in subsection (b) below, with the result that surplus Project-related SDF is available; and (c) transfer or loan from any other SDF category if, in City's reasonable discretion, repayment to such SDF category is likely to occur within the next five (5) calendar years. Such reimbursements may be made on a quarterly basis and shall continue through the duration of this Agreement, or until Developer has been fully reimbursed, whichever occurs sooner. In no event, however, shall City be obligated to utilize City's general fund to repay any costs related to any Project-related Infrastructure Improvements or any Developer shortfall related to Reimbursements.

(b) *Surplus.* If the actual construction costs of any Infrastructure Improvements installed by Developer are less than the costs identified in City's SDF program, upon Developer's request such excess amounts shall be deposited into a special account and be made available to Developer to reimburse Developer for any overages in Developer's actual construction costs of any SDF-eligible Infrastructure Improvements installed by Developer.

5.06. Timing of Reimbursement. City shall issue Reimbursements to Developer as soon as reasonably possible after such Reimbursements are collected, but in no event later than every calendar quarter during which such Reimbursements are collected. City agrees to use its best efforts to take all actions necessary to establish and implement: (i) the method chosen by Developer to finance the cost of the installed Infrastructure Improvements or to take such other legislative action necessary to provide a mechanism whereby Developer is fully reimbursed for such costs; and (ii) procedures for the reimbursement method chosen by Developer, including, without limitation, procedures for the collection of fees and the timing of reimbursement payments to Developer. City understands and agrees that it is the intent of Developer to utilize reimbursement mechanisms that will provide for the smallest amount of time to fully reimburse Developer. Additionally, at Developer's request, City shall use its best efforts to take all actions necessary to establish one or more Areas of Benefit.

5.07. Prevailing Wages. The Parties understand and intend that, under this Agreement, City will not contribute any more money, or the equivalent of money, to the overall Project than is required to perform the public improvement work and reimburse Developer for installation of the Infrastructure Improvements, as provided herein, which are required as a condition of City's regulatory approval of the Project. The Parties further understand and intend that the Project is a private development project and that City does not and shall not have any proprietary interest therein. It is Developer's understanding and intent that, pursuant to California Labor Code Section 1720(c)(2), only the Infrastructure Improvements that are constructed, altered, demolished, installed, or repaired as a condition of City's regulatory approval of the Project, shall be subject to the requirement to pay prevailing wages, and that no other portion of the Project shall be subject to the requirement to pay prevailing wages. Notwithstanding the above, Developer shall be solely responsible for determining whether construction of any improvements required in connection with the Project triggers any obligation to pay prevailing wages under State or federal law. Developer shall defend, indemnify and hold harmless City, its agents, employees, officers and officials from any liability, loss, debts, costs or damages sought by the State or by any third party for failure to pay prevailing wages in connection with the Project. The indemnification obligation set forth herein shall survive termination of this Agreement.

5.08. Reservations and Dedications. Portions of the Subject Property are reserved for dedication or other transfer to City, as shown in the Master Tentative Large Lot Subdivision Map(s). Such reservations and dedications shall be imposed in accordance with the Applicable Laws in effect as of the Approval Date, and otherwise shall be made in accordance with the Conditions of Approval for the Master Tentative Large Lot Subdivision Map(s) and Phased Maps, and the Subdivision Map Act.

5.09. Subsequent Enactments. City and Developer agree that this Agreement shall vest Developer's right to develop the Project pursuant to the Project Approvals, Crossroads West Specific Plan, and Applicable Law. Neither the City, nor any agency of the City, shall enact any new law, ordinance, resolution, initiative, rule, regulation or other measure applicable to the Project or Subject Property that is in conflict with the Project Approvals, Crossroads West Specific Plan, or Applicable Law, or that prevents or conflicts with the permitted uses, density and intensity of uses vested by this Agreement, or as set forth in the Project Approvals, Crossroads West Specific Plan, or Applicable Law.

(a) *Limitations.* Without limiting the foregoing general statement, and for all purposes relating to this Agreement generally, and this Section specifically, the Parties agree that any new law, ordinance, resolution, initiative, rule, regulation or other measure applicable to the Project or Subject Property shall be deemed to conflict with the Project Approvals, Crossroads West Specific Plan, or Applicable Law if it seeks to accomplish anyone or more of the following results, either with specific reference to the Crossroads West Specific Plan, Project, or Subject Property, or as part of a general enactment that applies to this Project or Subject Property in the Crossroads West Specific Plan:

(i) limiting or reducing the intensity, use, operation or density of development on the Subject Property, or otherwise requiring any reduction on the square footage of buildings, total number of proposed homes, buildings or other improvements;

(ii) limiting or restricting the development timing or phasing or pace of the development of the Subject Property in any manner;

(iii) limiting the location of building sites, buildings, grading, or other improvements on the Subject Property in any manner;

(iv) applying to the Subject Property a moratorium or other limitation affecting the processing or approval of subdivision maps, including, without limitation, Master Maps, Phases Maps, or Final Maps, building permits or any other land use entitlements, approvals or permits, or the rate, timing or sequencing thereof;

(v) applying to the Subject Property rent, vacancy or conversion controls, regulations and/or policies;

(vi) applying to the Subject Property “prevailing wage,” “union shop,” project labor agreement, labor peace agreement, or other labor regulations or policies, except those required by State or Federal laws and regulations

(vii) requiring any additional on-site or off-site infrastructure improvements to be constructed or paid for by Developer or a Subsequent Property Owner; or

(viii) restricting the permitted uses of the Subject Property in any manner.

The above list of actions is not intended to be comprehensive but rather is illustrative of the types of actions that would conflict with this Agreement, the Crossroads West Specific Plan, the Project Approvals, and Applicable Law.

(b) *Changes to Applicable Law.* Only the following changes to the Applicable Law effective as of the Approval Date shall apply to the development of the Project:

(i) City land use regulations, ordinances, resolutions or policies adopted after the Approval Date, applicable City-wide, which are not in conflict with the terms and conditions for the development of the Project, Crossroads West Specific Plan, and the Project Approvals, and which do not impose additional burdens on the Project; and

(ii) City land use regulations, ordinances, resolutions or policies adopted after the Approval Date, which are in conflict with Project Approvals, but the application of which to the development of the Project has been consented to in writing by Developer in its sole discretion.

(iii) City may update its SDF program to incorporate a sewer capacity fee, to update the traffic fee, and/or to update the community park component of the parks fee. Such updates to those City SDF program fees must occur within two (2) years after the Approval Date

or shall not be applicable to the Subject Property. In no event, however, shall City adopt or increase the SDF fee for sewer capacity, traffic or the community park component of the parks fee by more than twenty-five percent (25%) of the current SDF amounts shown on **Exhibit G** attached hereto (provided, however, that in the event the City Manager reasonably determines that the existing sewer infrastructure is inadequate for servicing the residential portion of the Project, then in such event the City may increase the SDF fees to cover such improvements, but in no event more than fifty percent (50%) of the current SDF amounts for sewer shown on **Exhibit G**, or increase any other SDF category within the program, except sewer capacity, traffic and parks, and excluding annual escalation for inflation commencing five (5) years after the Effective Date provided that in no event shall escalation exceed 3% per annum. In addition, no SDF fee increase shall apply to any property for which Developer has previously paid, requested a credit of such SDF fee(s), or pulled a building permit for such property or building. These SDF increases may be financed through the Specific Plan Area Fee (“SPAF”) discussed in Section 6.06, or through the formation of an Infrastructure CFD as discussed in Section 7.02 and, if so, an Operating Memorandum may be prepared to address such financing mechanism.

(iv) SDF fees identified on **Exhibit G**, as may be amended consistent with this Development Agreement and City policy, or SPAF fees or CFD fees due at building permit as contemplated in **Exhibits M** and **N**, may be deferred to the close of escrow for any residential unit, subject to execution of a lien agreement generally in the form of the draft Notice of Lien attached hereto as **Exhibit J**, and after payment to the City of ONE HUNDRED DOLLARS AND NO CENTS (\$100.00) for each single family residential unit, or ONE THOUSAND DOLLARS AND NO CENTS (\$1,000.00) for each multi-family residential project, to cover City administrative costs related to the deferral of the SDF fee to occupancy of the unit. In the case of multi-family units, the deferral will be to final inspection.

(v) Development of the Subject Property shall be subject to legally mandated changes that occur to the California Building Code and California Fire Code required by State or federal law (the “Applicable Codes”); provided, however, such changed law shall not apply to the Subject Property when permitted or exempted by (a) the rights and benefits of this Agreement, (b) any vesting tentative map, Master Map or Phased Map, and as provided under Section 1.22 of this Agreement above, (c) the presence, vesting protections or other benefits conferred under this Agreement, or (d) the presence, vesting protections or benefits conferred under the vesting tentative map, in which event Developer shall not have to comply with the new Applicable Codes within all or any portion of the Project.

(vi) If any future public health and safety emergencies arise with respect to the development contemplated by this Agreement, City shall attempt, if reasonably possible, to address such emergency in a way that does not have a material adverse impact on the Subject Property. If City reasonably determines that City cannot address the health and safety emergency in a way that avoids any material adverse impact on the Project, City, after consultation with Developer, shall select an option for addressing the situation that minimizes, so far as reasonably possible, the impact of the health and safety emergency on development of the Project.

Therefore, except for the exceptions expressly stated above, the Parties agree that no ordinance, policy, rule, regulation, decision, or any other City action, or any initiative or referendum voted on

by the public, which would otherwise be applicable to the Project and would affect in any way the development of the Project, or alter construction standards for the Project, or limit the uses allowed under the Crossroads West Specific Plan, or limit the number of building permits issued for the Project, or limit the Project's ability to connect to the City's sewer, water system, storm drainage systems, or to receive any other City services that was not in effect as of the Effective Date, shall be applicable to the Project during the term of this Agreement.

5.10. Phased Maps and Conditions of Approval. Due to the size and scope of the proposed Project, buildout and improvement of the Subject Property may be completed in phases over the term of this Agreement, in accordance with the phasing provisions set forth in this Agreement. Developer has prepared, and may prepare additional, Master Tentative Large Lot Subdivision Maps, vesting tentative parcel maps, vesting tentative subdivision maps, and Phased Maps for the entirety or portions of the Subject Property (collectively, the "Master Maps and the Phased Maps"). The conditions of approval that may be placed on such Master Maps and Phased Maps, or other entitlements, permits, or approvals, shall be governed by this Agreement. Any future conditions of approval, which may be attached to any of the Master Maps and Phased Maps, shall impose no greater or earlier duty of performance on Developer than this Agreement. The Parties agree that the timing and extent of required Infrastructure Improvements in any future conditions of approval or Subsequent Approvals shall be consistent with this Agreement and the Approved Entitlements.

5.11. Development Timing. Developer cannot predict with certainty when or the rate at which phases of the Subject Property will be developed. Such decisions depend on numerous factors that are not entirely within the control of Developer, such as market orientation and demand, interest rates, competition and other factors. The California Supreme Court held in *Pardee Construction Co. v. City of Camarillo*, 37 Cal.3d 465 (1984) that the failure of the parties therein to provide for the timing of development resulted in a later adopted initiative restricting the timing of development controlling the parties' agreement. In response to the foregoing, it is the intent of City and Developer to hereby acknowledge and provide for the right of Developer to develop the Project in such order and at such rate and times as Developer deems appropriate within the exercise of its sole and subjective business judgment, subject to the terms, requirements and conditions of the Project Approvals and this Agreement. City acknowledges that such a right is consistent with the intent, purpose and understanding of the Parties to this Agreement. Developer shall use their best efforts, in accordance with their business judgment and taking into consideration market conditions and other economic factors, to commence or to continue development, and to develop the Project in a regular, progressive and timely manner in accordance with the provisions and conditions of this Agreement and with the Project Approvals.

5.12 Substantial Conformance. Any Final Map filed for all or a portion of any Phased Map on the Subject Property shall be deemed in substantial compliance with such Phased Map if the following conditions are met: (i) the Final Map's density is not ten percent (10%) greater than the applicable Phased Map; (ii) the Final Map does not cause the density for the Project as a whole to exceed the density approved for the Subject Property in the Specific Plan; (iii) the Final Map does not block any collector road shown in the Specific Plan; and (iv) the Final Map otherwise substantially conforms to the then applicable Phased Map. In addition, for any Final Map that seeks to implement a gated subdivision when the Phased Map or tentative map was not originally

approved as a gated subdivision, City staff may in the Final Map process approve the common features of a gated subdivision including, without limitation, entry and exit gates, entry features, perimeter walls, and other common area facilities to be maintained by a homeowners' association. For gated subdivisions, City shall ensure that any circulation segments previously shown as proceeding through the layout of a Phased Map shall be otherwise accommodated in the affected neighborhoods. City represents that the City Engineer has reviewed this Section 5.12 of this Agreement and has consented to it.

5.13 Interim and Existing Agriculture Uses; Processing of Right to Farm Ordinance. Pursuant to the Specific Plan, interim agricultural uses such as row crops, trees, and vines are allowed on the Subject Property prior to development. In addition, existing agricultural uses such as the current dairy operations and row crops on the Machado Properties and the current cattle raising on irrigated pasture on the Harrigfeld Properties are allowed to continue until the affected property is developed. City agrees to process and present to the City Council for consideration a "right to farm" ordinance similar to the one maintained by the County of Stanislaus.

ARTICLE 6

FEES, CREDITS, DEDICATIONS, AND INFRASTRUCTURE IMPROVEMENTS

6.01 Water Infrastructure. Water infrastructure for the Project shall be provided pursuant to this Section 6.01.

(a) Water Supply Infrastructure. The Specific Plan identifies a new water well and a new peaking reservoir with booster pump as the water supply infrastructure required for buildout of Phase B and of Phase C of the Specific Plan. The new water well and its related components are referred to in this Agreement as the "Water Well." The new peaking reservoir with booster pump and their related components are referred to in this Agreement as the "Peaking Reservoir". Together, the Water Well and the Peaking Reservoir may be referred to as the "Water Supply Infrastructure." The Water Well and the Peaking Reservoir are facilities that are contained in the City's SDF program. Consequently, these facilities shall be financed through the water portion of the City's SDF program. The City shall allocate funding for the construction of the Water Well and the Peaking Reservoir through the "Reserved Water SDF Funds" as that term is defined in subsection (d). City represents that a total of approximately 350 residential units may be constructed and occupied in Phase A, Phase B, and Phase C, or any combination of them so long as the total number of residential units does not exceed 350, within the Specific Plan before the Water Well becomes operational. After the Water Well is operational, the City represents that City's water supply infrastructure will likely be sufficient to serve the balance of residential units planned in the Specific Plan area. The City shall locate, design, bid, and construct the Water Well utilizing the Reserved Water SDF Funds. To facilitate uninterrupted water supply to Phase B and Phase C, the City shall provide the Water Well according to the timeline below so that such facilities are constructed in a timely manner that allows development of Phase B and Phase C at a pace without limit or restriction due to a lack of Water Supply Infrastructure. The timeline for City provision of the Water Well shall be as follows:

- (i) City to complete test well by issuance of 50th residential building permit;
- (ii) Developer to convey Land (approximately 0.5 acre) to City for well site by issuance of 70th residential building permit;
- (iii) City to complete new water well design by issuance of 170th residential builders permit;
- (iv) City to construct new water well by issuance of 250th residential building permit.

The City may analyze and adjust the timeline shown in this subsection so long as there is no interruption in the issuance of building permits due to the City's failure to timely construct the Water Supply Infrastructure. If such adjustment in the timeline is made, City shall provide written notice to Developer pursuant to the notice provisions of this Agreement.

(b) 12-Inch Water Lines. The Specific Plan identifies 12" water lines and related components in: (i) Oakdale Road; (ii) Morrill Road; (iii) Crawford Road; and (iv) the new north/south collector road (or on its alignment) from MID Lateral No. 6 north to the site for the Water Well as the water transmission infrastructure, other than the in-tract infrastructure described in subsection (c), required for buildout of Phase B and Phase C of the Specific Plan. The components of this water transmission infrastructure include: the 12" water transmission pipelines; associated gate valves and fire hydrants; and the running of a 12" line south under (bore and jack) MID Lateral No. 6 for connection to a water line constructed in Phase A by the developer of Phase A. The water transmission infrastructure described in this subsection (b) are referred to in this Agreement as the "12-Inch Water Lines". The 12-Inch Water Lines are facilities that are contained in the City's SDF program. Consequently, these facilities shall be financed through the water portion of the City's SDF program. Developer shall be reimbursed for construction of phases of the 12-Inch Water Lines either through Credits against the water portion of the City's SDF program or cash reimbursement from the Reserved Water SDF Funds. Developer shall incrementally design and construct the 12-Inch Water Lines in a manner that facilitates the phasing of Developer's subsequent projects while providing adequate water supply. For example, for a subdivision project, Developer shall construct the portion of the 12-Inch Water Lines necessary to serve the subdivision, including any looping of the lines necessary to maintain adequate water pressure. Such incremental construction shall be based upon a water engineering analysis for the subsequent project and shall be approved by the City Engineer. Developer shall be awarded Credits against the water portion of the SDF for such design and construction charged to each residential unit or by later reimbursement from the Reserved Water SDF Funds. To the extent possible, and in a manner that does not interfere with City's ability to timely provide the Water Well and the Peaking Reservoir pursuant to this Agreement, reimbursements to Developer for provision of 12-Inch Water Lines shall be by SDF Credit. If SDF Credits cannot be provided, City shall reimburse Developer for these 12-Inch Water Lines on a quarterly basis as funds are available so long as the timing of such reimbursements does not interfere with the City's ability to timely provide the Water Well and the Peaking Reservoir pursuant to this Agreement.

(c) *In-Tract Water Lines*. The balance of the water transmission infrastructure within the Project area consists of in-tract water transmission improvements within subdivisions or similar transmission improvements located onsite in other development projects, such as, for example, apartments, office buildings or retail buildings. These improvements are referred to as “In-Tract Water Lines”. The In-Tract Water Lines shall be financed through their construction and installation by Developer, or Project applicants, and secured in the approval process for Phased Maps or other Subsequent Approvals. Timing of such construction and installation shall be determined in the conditions of approval of Phased Maps or other Subsequent Approvals.

(d) *Reserved Water SDF Funds*. To facilitate the financing of the Water Supply Infrastructure and the 12-Inch Water Lines, the City agrees to segregate, reserve, and earmark the water portion of the SDF paid by each residential unit in Phase A, Phase B and Phase C so that such fee revenue is solely available for City’s provision of the Water Well and of the Peaking Reservoir and for reimbursement to Developers for provision of the 12-Inch Water Lines (the “Reserved Water SDF Funds”). These accumulated fund balances in the water portion of the City’s SDF program generally shall be utilized in the following order of priority: (1) for City to construct the Water Well; (2) for City to reimburse Developers for the 12-Inch Water Lines and (3) for City to construct the Peaking Reservoir. Priority for reimbursements generally shall be on a “first-constructed, first-reimbursed” basis. City, in City’s discretion, may delay reimbursement to Developers for the 12-Inch Water Lines if City determines it requires Reserved Water SDF Funds for the Water Well or the Peaking Reservoir.

(e) *Section 66473.7 Compliance*. The Parties acknowledge and agree that the Project includes a subdivision within the meaning of Government Code section 66473.7. Any Phased Maps prepared for the Project shall comply with section 66473.7 and shall include as a condition of approval of any such map that, among other things, written verification from the applicable public water system that sufficient water supply is available to serve the subdivision.

6.02 Wastewater Collection and Treatment. Wastewater infrastructure for the Project shall be provided pursuant to this Section 6.02.

(a) *Wastewater Collection Infrastructure Outside of Project Area*. The Specific Plan and flow testing conducted by City identifies upgrades to the sewer collection system from the Crawford Road Lift Station in Roselle Avenue to Patterson Road, and in Patterson Road and First Street as the wastewater collection infrastructure outside the Project area that is expected to be required prior to residential development in the Project area. Based on City flow testing and City approved engineering analysis, these sewer collection system improvements can be constructed in two (2) phases. Prior to the issuance of the first residential building permit in the Subject Property, a fourteen-inch (14”) sewer force main from the Crawford Road Lift Station to the manhole at the intersection of Roselle Avenue and Patterson Road will need to be constructed and will create adequate capacity for 361 single family residential units. This improvement is referred to as the “Off-Site Wastewater Infrastructure – Phase 1”, and the capacity created by this improvement will be reserved for the party or parties constructing the improvement. Prior to residential development beyond 361 single family residential units, the fourteen-inch (14”) sewer force main will need to be extended from the manhole at Roselle Avenue and Patterson Road to a connection in 1st Street. This improvement will provide enough wastewater conveyance capacity

for the balance of the residential development and other development in the Specific Plan area. This improvement is referred to as the “Off-Site Wastewater Infrastructure – Phase 2” These improvements are collectively referred to as the “Off-Site Wastewater Collection Infrastructure”. The Off-Site Wastewater Collection Infrastructure are facilities that are contained in City’s SDF program. Consequently, these facilities shall be financed through the wastewater portion of City’s SDF program.

Developer shall construct or cause to be constructed the Off-Site Wastewater Collection Infrastructure – Phase 1 prior to any residential development within the Project area, unless it has been previously constructed through development in Phase A. City shall reimburse this construction of the Off-Site Wastewater Collection Infrastructure – Phase 1 by utilizing revenue for the reimbursement from all fee SDF categories other than Water, Storm Drainage and Park on the initial permits issued in Phase B and Phase C to the party or parties that financed and constructed the Off-Site Wastewater Collection Infrastructure – Phase 1, until the eligible costs identified in City’s SDF program have been fully reimbursed.

After Developer has been reimbursed for the Off-Site Wastewater Infrastructure – Phase 1, City will continue to collect and retain the SDF for the remaining single-family units, until adequate funds have been collected to allow the City to construct the Off-Site Wastewater Infrastructure – Phase 2. City agrees to make the construction of the Off-Site Wastewater Infrastructure – Phase 2 a top priority, and to schedule the work in a way that will not impede or otherwise interfere with the development of the Subject Property. As an option, Developer may negotiate with City for Developer to construct the Off-Site Wastewater Infrastructure – Phase 2 and be reimbursed by the same mechanism used for the Off-Site Wastewater Infrastructure – Phase 1. To facilitate such reimbursement, or construction, City shall make the necessary inter-fund loans within the SDF program to fund this reimbursement or construction. For example, if a single-family home was built within Phase B or Phase C under the existing SDF program, and after the Off-Site Wastewater Collection Infrastructure – Phase 1 had been constructed, the City would utilize the following current SDF categories in the specified amounts as the source for reimbursement of these facilities: Sewer at \$3,063; Traffic at \$2,983; General Government at \$1,416, and Administrative at \$1,266. Such reimbursement would continue to be provided by City until the eligible reimbursement amount under the SDF program is fully reimbursed. City will continue to set these funds aside with subsequent building permits, to assure construction of the Off-Site Wastewater Infrastructure – Phase 2 in a timely manner. The Off-Site Wastewater Collection Infrastructure – Phase 1 is expected to be required prior to any residential development within Phase A, Phase B or Phase C.

(b) Wastewater Collection Infrastructure Within Project Area. Wastewater collection infrastructure within the Project area includes the following:

(i) Backbone. The Specific Plan in Figure 16 identifies wastewater lines in: (1) Morrill Road; (2) Crawford Road; and (3) the new North/South collector road from MID Lateral No. 6 north as the backbone wastewater collection infrastructure required for buildout of Phase B and Phase C of the Specific Plan. In addition, Developer agrees to run an 8"-inch line south under (bore and jack) MID Lateral No. 6 for connection to a wastewater collection line constructed in Phase A by the developer of Phase A. These improvements are referred to as

“Backbone Wastewater Collection Infrastructure.” The oversizing of the 18” wastewater collection line in Crawford Road shall be financed as a Specific Plan Area Fee as described in Section 6.06 of this Agreement. The balance of the Backbone Wastewater Collection Infrastructure shall be financed as a developer obligation in the Phased Map approval process or in the approval process for other Subsequent Approvals. Developer shall incrementally design and construct the Backbone Wastewater Collection Infrastructure in a manner that facilitates the phasing of Developer’s subsequent projects while providing adequate wastewater service.

(ii) Phase B Lift Station. A southerly portion of Phase B requires a lift station as shown in Figure 16 of the Specific Plan. This improvement is referred to as the “Phase B Lift Station”. The Phase B Lift Station shall be financed by a separate category established in the Specific Plan Area Fee or by one or more reimbursement agreements, as described in Section 6.06 of this Agreement, that would allocate the actual cost of the facilities over residential units in Phase B and residential units, if any, in Phase A utilizing the Phase B Lift Station. The Phase B Lift Station shall be constructed by Developer or an applicant for Subsequent Approvals and the timing of such construction shall be determined in the conditions of approval of Phased Maps or other Subsequent Approvals.

(iii) Phase C Lift Station. An interim lift station may be utilized in Phase C as shown in Figure 16 of the Specific Plan. This improvement is referred to as the “Phase C Lift Station”. The Phase C Lift Station shall be financed by a separate category established in the Specific Plan Area Fee that would allocate the actual cost of the facilities over lots utilizing the Phase C Lift Station or by one or more reimbursement agreements, as described in Section 6.06 of this Agreement. The Phase C Lift Station shall be constructed by Developer or on applicant for Subsequent Approvals and the timing of such construction shall be determined in the conditions of approval of Phased Maps or other Subsequent Approvals.

(iv) In-Tract. The balance of the wastewater collection infrastructure within the Project area consists of in-tract collection improvements within subdivisions or similar collection improvements located onsite in other development projects, such as and for example, apartments, office buildings or retail buildings. These improvements are referred to as “In-Tract Wastewater Collection Infrastructure”. The In-Tract Wastewater Collection Infrastructure shall be financed as a developer obligation in the Phased Map approval process or the approval process for other Subsequent Approvals. The In-Tract Wastewater Collection Infrastructure shall be constructed by Developer or on applicant for Subsequent Approvals and the timing of such construction shall be determined in the conditions of approval of Phased Maps or other Subsequent Approvals.

6.03 Transportation Infrastructure. Traffic and roadways infrastructure for the Project shall be provided pursuant to this Section 6.03.

(a) Transportation Infrastructure – In General. All new development within the city limits of City pays impact fees into two different fee programs that address traffic and roadways infrastructure. First, development pays into the traffic portion of the City’s SDF. This City program provides funding for the roads and traffic improvements identified in the City’s SDF (“City Traffic SDF”). Second, development pays into the Regional Transportation Impact Fee

program imposed by the County of Stanislaus (“County RTIF”). This County program provides funding for various regional roads.

(b) Oakdale Road. The Project includes an approximately two-thousand six hundred forty (2,640) feet segment, primarily on the west side of Oakdale Road that requires full widening, including, without limitation, median and frontage improvements and undergrounding of utilities, and about one thousand (1,000) feet that requires partial improvements behind the existing curb and gutter, including, without limitation, landscaping and sidewalk improvements and undergrounding of utilities, along a portion of Phase B and Phase C as shown in **Exhibit K** (the “Oakdale Road Segment”). The Oakdale Road Segment is comprised of facilities that are contained in City’s SDF program. Consequently, the Oakdale Road Segment shall be financed by the traffic portion of the City’s SDF. City shall fund construction of the Oakdale Road Segment through accumulated fund balances in the traffic portion of the City’s SDF program. The Oakdale Road Segment shall be constructed by City on a schedule of City’s choosing, except that City shall contract to have the Oakdale Road Segment completed prior to the anticipated date of the issuance of the building permit for the 500th residential unit in Phase B. The Parties shall meet and confer on City’s selection of this date of the anticipated issuance of the 500th building permit. At any Party’s request, City and Developer may meet and confer on constructing any portion of the Oakdale Road Segment prior to the above-referenced deadline. If, as a result of this process, a Developer agrees with City to construct any portion of the Oakdale Road Segment and such Developer proceeds to actually construct any or all of the Oakdale Road Segment in advance of City construction, Developer shall be reimbursed for the eligible reimbursement under City’s SDF program for such construction, until Developer is fully reimbursed pursuant to the SDF program for the portion of the Oakdale Road Segment it has constructed. The Parties acknowledge that SDF reimbursements for transportation infrastructure shall be secondary to SDF reimbursements for wastewater infrastructure.

(c) Collector Streets and Collector-Related Facilities.

(i) Phase B and Phase C include the following collector streets: Morrill Road from the eastern boundary of the Project area to Oakdale Road; Crawford Road from the western boundary of the Project area to Oakdale Road; and the new north-south Collector road from MID Lateral No. 6 to a location about one-thousand feet (1000’) north of Morrill Road where the new north-south Collector road is adjacent to the future Sports Park expansion (collectively, “Collector Streets”).

(ii) Infrastructure related to the Collector Streets or within the Collector Roads when the fronting landowner is neither the Machado Parties nor the Harrigfeld Parties include: the bridge for the north-south Collector road over MID Lateral No. 6 (“Bridge”), the Crawford Road gate and turnaround (“Gate Area”), the segment of Morrill Road shown on **Exhibit L** that is neither owned by Machado Parties nor the Harrigfeld Parties (“Morrill Segment”). Together, the Bridge, Gate Area, and Morrill Segment are referred to as the “Collector-Related Facilities”. (iii) The Collector Streets and the Collector-Related Facilities shall be financed as a portion of the Specific Plan Area Fee as described in Section 6.06 of this Agreement. The Collector Streets and the Collector- Related Facilities shall be constructed as required by City in the Phased

Map approval – Final Map process or the approval and permitting process for other Subsequent Approvals that are not Phased Maps.

6.04 Storm Drainage Infrastructure. Storm drainage infrastructure for the Project shall be provided pursuant to this Section 6.04.

(a) Storm Drainage Infrastructure – Described. The storm drainage system for Phase B and Phase C is described in Section 7.4.2 of the Specific Plan and conceptually illustrated in Figure 17 of the Specific Plan. The system generally consists of storm drainage lines, storm pump stations, and dual use (park and storm basin) facilities. These storm drainage facilities are referred to as the “Storm Drainage Infrastructure”.

(b) Financing of Storm Drainage Infrastructure. As the Crossroads West Specific Plan is a Master Planned Community with an area-wide storm drainage system, Phases B and C will be treated as a unified project for the purpose of determining compliance with City and State Low Impact Development (LID) standards. The Storm Drainage Infrastructure shall be financed through a Specific Plan Area Fee as described in Section 6.06 of this Agreement. City agrees to establish a separate Specific Plan Area Fee component for storm drainage for Phase B and for Phase C so that each component will be a fee to reimburse the developer of each Phase for the land and improvement costs for the storm drainage facilities. Since all storm drainage facilities are developer-build obligations, the portion of the City’s SDF for city wide storm drainage shall not be charged to any development on land owned by Developer.

(c) Construction and Timing of Storm Drainage Infrastructure. The Developer for Phase B and the Developer for Phase C shall be responsible for constructing storm drainage facilities to serve properties they own in their respective phase. Storm drainage facilities shall include land and improvements. Storm drainage facilities may be provided incrementally within each Phase area as development occurs in each Phase. Additionally, the timing and construction of Storm Drainage Infrastructure shall be determined by City and Developer in conjunction with the timing of the provision of park land and credits for such provision. Developer may utilize temporary basins provided that they are in compliance with City’s MS4 or other applicable State or federal permits.

6.05 Parks Infrastructure. Parkland and park infrastructure for the Project, shall be provided pursuant to this Section 6.05.

(a) Cooperation on Special Features in Parks. Developers shall work with City to include at each neighborhood park specialized play equipment as a portion of the play equipment installed. The Parties will work to include various specialized play equipment not currently available in the City. For example, one park may include equipment suitable for children with the need of a wheelchair while another may include a swing set suitable for a mother and child together, or other specialized equipment may be provided at the neighborhood parks or at the Sports Park, as determined by the Parties.

(b) Community Parks. Community parks are larger parks that tend to be used by the entire community instead of any particular neighborhood (“Community Parks”). The Project

shall provide for Community Parks by paying the community parks portion of the City's SDF which currently is \$1,565.00 but is subject to the possible increase noted in Section 6.07(b) of this Agreement. As shown in the Specific Plan on Figures 5 and 7, the City proposes to expand the existing Community Park on the north side of Morrill Road (also referred to as the "Sports Park") to the west to incorporate an additional approximately 11 acres of land to make this park an approximately 22-acre facility (the "Sports Park Expansion"). The Sports Park Expansion will be acquired and constructed by City, and the design and design standards will be as determined by City. The community portion of the City's SDF which is paid for residential units within the Specific Plan boundaries shall be prioritized by the City for this Sports Park Expansion.

(c) Neighborhood Parks and Trails.

(i) Described. Neighborhood parks and trails are park and trail facilities that serve identifiable neighborhoods rather than the entire community ("Neighborhood Parks/Trails"). In lieu of paying the neighborhood parks component of the City's SDF, Developers shall be responsible for providing Neighborhood Parks/Trails at the City standard of 3.0 acres of park(s)/trails per 1,000 population ("Neighborhood Standard") pursuant to this Subsection 6.05(c). The Machado Parties will be responsible for meeting the Neighborhood Standard on the Machado Property and the Harrigfeld Parties shall be responsible for meeting the Neighborhood Standard on the Harrigfeld Property.

(ii) Financing of Neighborhood Parks and Trails. Neighborhood Parks/Trails shall be financed by a park category in the Specific Plan Area Fee collected from development that shall be paid in lieu of the neighborhood parks component of the City's SDF ("Park SPAF"), as described in Section 6.06 of this Agreement. For each residential unit constructed on the Machado Properties, the City shall collect and reserve the Park SPAF paid and make the funds thus accumulated available to the Machado Parties to implement the Machado NPCS detailed in subsection (iii). For each residential unit constructed on the Harrigfeld Properties, the City shall collect and reserve the Park SPAF paid and make the funds thus accumulated available to the Harrigfeld Parties to implement the Harrigfeld NPCS detailed in subsection (iv). As an alternate, City may accept the responsibility for constructing neighborhood parks with revenue generated from an Infrastructure CFD as conceptually described in Article 7.02 and **Exhibit N**. In the event the City assumes responsibility for the construction of the neighborhood parks, the NPCS discussed below in Article 6.05(c)(iii) and (iv) will not be required.

(iii) Construction of Neighborhood Parks and Trails – Machado Properties. Neighborhood Parks/Trails shall be provided and constructed for the Machado Properties pursuant to a "Machado Neighborhood Park Construction Strategy" defined in this subsection that shall be prepared for each 300 to 400 residential unit phase undertaken by the Machado Parties on the Machado Properties ("Machado NPCS"). A Machado NPCS shall be prepared with the second Phased Map processed by the Machado Parties. It is anticipated that the Machado Parties will prepare the Machado NPCS and City will approve the Machado NPCS prior to recordation of a Final Map or approval of improvement plans for any lots created with a Phased Map after the First Vesting Tentative Subdivision Map – Machado properties, as described in Section 1.28 and attached to this Agreement as **Exhibit F-3**. The Machado NPCS may be more detailed as to early phases of park construction, and less detailed as to later phases. The Machado

NPCS will be updated as phases of the Machado Properties are developed, and each Machado NPCS generally shall follow these principles:

- (A) by 200 residential units, 3 to 4 acres of Neighborhood Park/Trails designed;
- (B) by 250 residential units, 3 to 4 acres of Neighborhood Park/Trails under construction;
- (C) by 300 residential units, 3 to 4 acres of Neighborhood Park/Trails complete;
- (D) start again for the next 300 to 400 residential unit phase;
- (E) City contributes all park-related SDF and park-related SPAF funds collected on Machado Properties as parks are designed, constructed, and completed;
- (F) adjustments to the strategy may be made for higher density residential projects; and
- (G) dual use park – storm drainage basin design standards shall be applied in development of the strategy. The City of Riverbank has historically credited dual use park/basins at 50% towards the required City of Riverbank parkland dedication obligation. At the time of final design, a higher level of park credit may be requested and if the design provides adequate usable space, the City may grant park credit over 50%.

(iv) Construction of Neighborhood Parks and Trails – Harrigfeld Properties. Neighborhood Parks/Trails shall be provided and constructed for the Harrigfeld Properties pursuant to the “Harrigfeld Neighborhood Park Construction Strategy” defined in this subsection that shall be prepared by the Harrigfeld Parties on the Harrigfeld Properties (“Harrigfeld NPCS”). The Harrigfeld NPCS shall be prepared with the first Phased Map processed by the Harrigfeld Parties. It is anticipated that the Harrigfeld Properties will prepare the NPCS and the City will approve the NPCS prior to recordation of a Final Map or approval of improvement plans. The NPCS may be more detailed as to early phases of park construction, and less detailed as to later phases. The Harrigfeld NPCS generally shall follow these principles:

- (A) by 200 residential units, 3 to 4 acres of Neighborhood Park/Trails designed;
- (B) by 250 residential units, 3 to 4 acres of Neighborhood Park/Trails under construction;
- (C) by 300 residential units, 3 to 4 acres of Neighborhood Park/Trails complete;
- (D) City contributes all park-related SDF and park-related SPAF funds collected on the Harrigfeld Properties as parks are designed, constructed, and completed;
- (E) adjustments to the strategy may be made for higher density residential projects; and

- (F) dual use park – storm drainage basin design standards shall be applied in development of the strategy. The City of Riverbank has historically credited dual use park/basins at 50% towards the required City of Riverbank parkland dedication obligation. At the time of final design, a higher level of park credit may be requested and if the design provides adequate usable space, the City may grant park credit over 50%.

(v) Use of Segregated Funds and Reimbursement. If a park is constructed and dedicated to City, and the allocated funds have not fully paid the cost of the park, City shall reimburse Developer quarterly from the park portion of SDF collected and from the park portion of Specific Plan Area Fee collected within that designated Neighborhood Park Zone.

6.06 Specific Plan Area Fee. Developer will prepare, and City will review and, in its discretion, approve, a finance plan for infrastructure costs related to the Specific Plan area that are not included in the City's SDF Program. The fee established under this finance plan shall be referred to as the "Specific Plan Area Fee" or "SPAF". The SPAF may either be: (1) a private undertaking established by Developer through contract between the Machado Parties and the Harrigfeld Parties and then among them and Subsequent Owners; or (2) a fee imposed by City as a condition for future development within the Specific Plan. If requested by Developer, City shall use its best efforts to exercise subitem (2) in the preceding sentence. The SPAF will be finalized subject to the parameters in subsection (a) through (f) below. A summary of the current SPAF program is attached to this Agreement as **Exhibit M** ("Draft Specific Plan Area Fee Concept"). As either an alternative, or companion, to the SPAF, an Infrastructure CFD may be formed, as provided in Section 7.02, to finance any portion of the new, infrastructure identified herein for the SPA, and could also include any of the infrastructure mentioned previously as eligible for inclusion in the SPAF, or discussed below in this Section.

(a) Infrastructure Serving Both Phases B and C. A separate fee category within the Specific Plan Area Fee shall be established so that development in both Phase B and Phase C shall pay a pro rata share of the following infrastructure:

- (i) Bridge across MID Lateral No. 6;
- (ii) Wastewater transmission line extension under MID Lateral No. 6;
- (iii) Crawford Road turn-around and gate;
- (iv) Morrill Road improvements on land fronting Morrill Road not owned by the Machado Parties nor the Harrigfeld Parties including any funds advanced by these Parties for improvement obligations of others;
- (v) Oversizing of wastewater transmission lines over ten inches (10") in diameter;

- (vi) Class 1 bike paths not included as part of Collector Streets; and
- (vii) Other infrastructure agreed to by all the City, the Machado Parties and the Harrigfeld Parties;

(b) Infrastructure for Each Phase. A separate fee category within the Specific Plan Area Fee shall be established within each of Phase B and of Phase C so that development in each phase shall pay a pro rata share of the following infrastructure in that respective phase:

- (i) Storm drainage facilities to include construction and landscaping of basins, outfall and storm drainage lines, fronting roadways, and cost of land;
- (ii) Park facilities to include park upgrades and cost of land; and
- (iii) Collector level roadways, including medians, landscaping, street lighting, curb and gutter, sidewalks, walls, etc.; and
- (iv) Other infrastructure agreed to by the City and the Machado Parties for Phase B, or the City and the Harrigfeld Parties for Phase C.

(c) Infrastructure in Subareas of Phase B and Phase A. A separate fee category, or other reimbursement, may be established at the request of the Machado Parties in a subarea of Phase B so that development in that subarea shall pay a pro rata share of the lift station used by residential units in that subarea. The lift station will be sized to serve up to 550,000 square feet of commercial development south of MID Lateral No. 6. If, before the design of the lift station commences, the City requests that the lift station be designed to include capacity for residential units in a subarea of Phase A, such design shall include capacity for the Phase A residential units, and in such case, this separate fee category would include the subareas in both Phase A and Phase B in establishing the pro rata fee for this lift station as it relates to residential units to be connected to said lift station. If a separate fee category is not utilized, the reimbursements contemplated in this subsection (c) may also be accomplished through one or more reimbursement agreements required by the City of Subsequent Property Owners.

(d) Infrastructure in a Subarea of Phase C. A separate fee category, or other reimbursement, shall be established at the request of the Harrigfeld Parties in a subarea of Phase C so that development in that subarea shall pay a pro rata share of the lift-station used by residential units in that subarea. If a separate fee category is not utilized, the reimbursements contemplated by this subsection (d) may also be accomplished through one or more reimbursement agreements required by the City of Subsequent Property Owners.

(e) Planning, Environmental Review and Financing. A separate fee category shall be established for funds advanced by Developer for planning efforts such as the Specific Plan, for environmental review such as the DEIR, FEIR, and water supply verifications, and for analysis and creation of financing mechanisms such as community financing districts and the

Specific Plan Area Fee. Such costs shall be spread on a pro rata basis over the acreage listed in **Exhibit M** (“SPAF Acreage”). If approved by City, additional costs expended by the Machado Parties shall be added as a surcharge to the land owned by the Machado Parties.

(f) Parameters for Fee. The Specific Plan Area Fee shall fund or reimburse infrastructure at actual costs. If there is a shortfall in the revenue derived from the Specific Plan Area Fee to fund or reimburse infrastructure at actual costs, Developer shall notify City whether it desires to increase future fee levels to compensate for the shortfall or if it desires reimbursement to remain on a pro rata basis with available funds without an increase in fee levels.

6.07. SDF Fees.

(a) Existing SDF Program. Developer shall pay City’s SDF at the rate adopted by City prior to the Approval Date, specifically the SDF amounts applicable to the Project and further described in the attached **Exhibit G**. Such SDF amounts may be adjusted annually for inflation commencing five (5) years after the Effective Date provided that in no event shall any such escalation exceed 3% per annum, as provided by Applicable Law.

(b) Changes to SDF Program. City may amend the existing SDF program within two (2) years after the Approval Date in order to establish a new sewer capacity fee, and updates to the traffic fee and park fee. Such amendment must occur within two (2) years after the Approval Date or shall not be applicable to the Subject Property. In no event, however, shall City increase the SDF fees for sewer capacity, traffic or community parks by more than twenty-five percent (25%) of the current SDF amounts shown on **Exhibit G** attached hereto (provided, however, that in the event the City Manager reasonably determines that the existing sewer infrastructure is inadequate for servicing the residential portion of the Project, then in such event the City may increase the SDF fees to cover such improvements, but in no event more than fifty percent (50%) of the current SDF amounts for sewer as shown on **Exhibit G**), or increase any other SDF category within the program, except sewer capacity and traffic, and excluding any annual escalation due to inflation commencing five (5) years after the Effective Date, provided that in no event shall any such escalation exceed 3% per annum, as provided by Applicable Law. In addition, no SDF fee increase shall apply to any property for which Developer has previously paid, requested a credit of such SDF fee(s), or pulled a building permit for such property or building.

(c) Timing of Payment. Developer shall pay, or request the applicable credit of, the applicable SDF upon City’s issuance of each individual building permit for the applicable portion of the Project. Payment of SDF, or any portion or category thereof, will not be required for any particular parcel or building that will be offset via Credits provided by City to Developer, as set forth in Section 6.09 below. The Parties agree that in the event of a transfer of all or a portion of the Subject Property to a third party (“Subsequent Property Owner”), Developer may retain the right to receive fee credits in the form of a cash reimbursement from City, so long as the Subsequent Property Owner pays the applicable SDF without any Credits provided for in this Agreement and the obligations relative to Developer and any Subsequent Property Owner are clearly allocated in an Assignment and Assumption Agreement.

(d) SDF for Storm Drainage. SDF storm drain fees for the Project will not be charged or applicable to the Subject Property if Developer constructs the applicable storm drain facilities at the Project or otherwise treats all storm drainage onsite.

(e) SDF for Neighborhood Parks. The neighborhood park component of SDF park fees will not be charged or applicable to the Subject Property if Developer and City include the neighborhood park component of the SDF park fees in the SPAF, or an infrastructure CFD. If the neighborhood park fee component of the SDF is collected, then all SDF collected within the area of the Subject Property will be held for reimbursement to Developer as parks are constructed, at the time parks are constructed and dedicated to the City, consistent with standard City SDF reimbursement policies, and subject to a Reimbursement Agreement as set forth in **Exhibit C**.

(f) Other Agency Impact Fees. This Agreement shall have no effect on any fees that may be collected by City on behalf of any other local agency in connection with the Project.

6.08. Building and Grading Permits. Upon application by Developer and payment of proper processing fees in accordance with the provisions governing such fees contained herein, including the application of credits in lieu of said fees as provided in Section 6.09 below, City shall issue building permits to Developer consistent with the Project Approvals and this Agreement, as they may be amended. In addition, upon application by Developer, City shall issue to Developer site clearance permits, rough and final grading permits, demolition permits, building permits, occupancy permits, and other permits required for grading operations consistent with this Agreement and the Project Approvals.

6.09. SDF Credits for Infrastructure Improvements. Developer may elect, in lieu of paying the applicable SDF amount for any portion of the Project, to construct such Infrastructure Improvements eligible for SDF reimbursement in accordance with the terms and conditions of this Agreement. If Developer elects to construct any Infrastructure Improvements eligible for SDF-reimbursement, City shall provide Developer, as an offset against said SDF Fees. Developer may retain the right to cash reimbursement for such fee Credits by providing City written notice of its intent to do so for any portion of the Subject Property, provided such Infrastructure Improvements are completed to the reasonable satisfaction of the City. If Developer constructs high density residential on the MU-2 Property, the applicable SDF fee for traffic shall be the Traffic Fee per dwelling unit applicable to HDR (High Density Residential) and not MU (Mixed Use). Any credits provided to Developer hereunder shall be subject to the maximum reimbursement limits of Section 5.03(e) above.

6.10. Development Timing. The Parties acknowledge and agree that the Project will be developed in phases. Developer shall not be required to initiate or complete development of any particular phase of the Project within any period of time. By entering into this Agreement, Developer shall not be obligated to build any structures, make any improvements or otherwise develop the Subject Property; provided, however, if Developer builds any structures, makes any improvements, or otherwise develops any phase of the Project, Developer must comply with all applicable terms of this Agreement with respect to such phase and only such phase.

6.11. Fees, Conditions and Dedications. Developer shall make only those dedications, comply with only those conditions, and pay only those fees expressly prescribed in this Agreement and the Project Approvals.

6.12. Processing Fees. City may charge Developer processing fees for land use approvals, building permits as they relate to plumbing, mechanical, electric, fire code permits, or other similar permits and entitlements that are in force and effect on a City-wide basis at the time those permits are applied for, provided that such processing fees are consistent with this Agreement and State law, that the fees do not discriminate against Developer, and that the fees reflect actual costs to provide such processing services in accordance with State law. The Parties acknowledge that City may increase or decrease such processing fees after the Effective Date subject to the City's procedures, codes and policies, and State law.

6.13. Specific Plan Processing Costs. Developer has documented certain costs to City such that, as of the Effective Date, Developer has incurred a total of approximately \$1,540,000 in planning, consultant and legal fees and costs directly related to City's preparation and processing of the Crossroads West Specific Plan, including, without limitation, the EIR (together, "Specific Plan Processing Costs"). Upon the request of Developer and subject to verification by City, City may apportion and establish a finance mechanism for subsequent owners and developers, upon development of the Subject Property, to reimburse Developer for their fair share of Specific Plan Processing Costs determined by land area. Upon Developer's request, City may require other owners and developers of parcels within the jurisdiction of Phase B and Phase C of the Crossroads West Specific Plan to enter into reimbursement agreements to recover Specific Plan Processing Costs on behalf of Developer.

6.14 Police Power; Taxing Power. City shall not impose or enact any additional conditions, exactions, dedications, fees or regulations, through the exercise of either the police power or the taxing power, whether by direct City action or initiative or referendum, related to the development of the Project which are not in existence at the time of the Approval Date and as expressly permitted by this Agreement. The conditions, exactions, dedications, fees or regulations applicable to the Project as provided in the Project Approvals, or as provided in this Agreement, shall not be subject to modification or renegotiation by City as a result of an amendment to any of the Project Approvals or of this Agreement, or as a result of the filing of any new subdivision map, parcel map, , Phased Map, Master Tentative Large Subdivision Map, Final Map or any re-subdivision of the Subject Property (including a merger or lot line adjustment or the creation of new lots); provided, however, that if the new map or re-subdivision of the properties increases the density of the Project, City may impose additional fees at the rates vested under this Agreement on the new units added by the new map or re-subdivision to address impacts of the additional density and to adjust for excess Credits given on earlier homes. This may result in a surcharge on subsequent development. Notwithstanding the foregoing, (a) with respect to the commercial portion of the Project, to the extent that City-wide bond issues, taxes, assessments or fees are adopted twenty (20) years after the Effective Date, such commercial portion of the Project may become subject to City-wide (i) bond issues, (ii) special or general taxes, (iii) special assessments or fees for the construction or maintenance of City-wide facilities, provided such bond issues, special or general taxes, assessments or fees do not discriminate against Developer or the Project, (b) with respect to the residential portion of the Project, to the extent that City-wide bond issues,

taxes, assessments or fees are adopted twenty (20) years after the Effective Date, such portion of the Project may become subject to City-wide (i) bond issues, (ii) special or general taxes, (iii) special assessments or fees for the construction or maintenance of City-wide facilities, provided such bond issues, special or general taxes, assessments or fees do not discriminate against Developer or the Project.

6.15 Design Review. To the extent that City has not previously approved final design details of a structure or improvement to be developed on the Subject Property as part of the Project, the Community Development Director may consider and approve such design details on behalf of City prior to issuance of a building permit for such structure or improvement, provided that such design review shall be limited to those design guidelines listed in the Crossroad West Specific Plan and such review shall be limited to consistency with those design guidelines in accordance with the provisions of the Crossroads West Specific Plan for Director review. All City actions in approving, denying, or modifying such design details must be reasonable and consistent with this Agreement, the Crossroads West Specific Plan, the Project Approvals and Applicable Law in effect as of the Approval Date. If City denies any design review for a structure or improvement that is part of the Subject Property, City will use its best efforts, within ten (10) days of such denial, to specify in writing the modifications which are required to obtain design review approval. Any such specified modifications must comply with this Agreement, the Crossroads West Specific Plan, Project Approvals and the Applicable Law in effect as of the Approval Date, and City shall approve any design details, which are subsequently submitted for City review and which comply with such specified modifications. City and Developer shall, with due diligence and in good faith, cooperate to obtain and issue design review approvals, and shall cooperate to require modifications rather than denying design review applications whenever reasonably possible. Design review shall not include any right to review and/or approve any use and/or operation within the Subject Property.

6.16 Life of Subdivision Maps. Pursuant to Government Code Section 66452.6(a), the term of any Master Maps, any Phased Maps and any other Subsequent Approvals involving these or other vesting tentative maps, tentative maps, parcel maps and Final Maps, or any re-subdivision or amendment to any such maps (including any lot line adjustment or merger of lots within the properties) adopted and filed subsequent to the Approval Date of this Agreement, shall remain valid throughout the term of this Agreement.

6.17 Cooperation-Implementation.

(a) *City Cooperation.* Subject to Developer's compliance with procedural requirements of the Applicable Laws, upon application by Developer, City shall promptly commence and diligently proceed to complete all steps required or necessary for the implementation of this Agreement and the development by Developer of the Project in accordance with the Project Approvals, including, but not limited to, the following:

(i) Scheduling, convening and concluding all required public hearings consistent with Applicable Law and regulations in force as of the Approval Date.

(ii) Processing for approval, in an expeditious manner, all maps, improvement plans, annexation requests, land use permits, design review, building plans and specifications and other plans relating to the development of the Subject Property filed by Developer, including, but not limited to, Master Maps, Phased Maps, Final Maps, re-subdivisions, amendments to maps, subdivision improvement agreements, lot line adjustments, encroachments, grading and building permits, and related matters as necessary for the completion of the development of all lots and parcels comprising the Project.

(b) *Developer Cooperation.* Developer shall, in a timely manner, provide the City with all documents, applications, plans and other information necessary for City to carry out its obligations hereunder, and Developer shall use commercially reasonable efforts to cause its planners, engineers, and all other consultants to submit in a timely manner all required materials and documents. It is the express intent of the Parties to cooperatively and diligently work to implement any zoning, or other land use, grading or building permits or approvals that may be necessary or desirable in connection with the development of the Project in accordance with the Project Approvals. City agrees that it will accept from Developer for processing and review all complete development applications for development permits or other entitlements for the development of the Subject Property in accordance with this Agreement and Project Approvals.

(c) *Other Governmental Permits and Fees.* Developer shall use commercially reasonable efforts to apply in a timely manner for such other permits and approvals that may be required by other governmental or quasi-governmental agencies, including, without limitation, districts and special districts, school districts, flood control districts, storm drainage, sewer, and fire protection districts having jurisdiction over the Project in connection with the development of, or provision of services to, the Subject Property. City shall cooperate with Developer in its efforts to obtain such permits and approvals and shall, from time to time at the request of Developer, attempt with due diligence and in good faith to enter into binding agreements with any such entity necessary to assure the availability of such permits and approvals or services, provided such agreements are reasonable. City shall use its best efforts to work with other governmental and quasi-governmental agencies to limit to the extent possible the imposition of additional fees, dedications or exactions by or through such agencies.

(d) *Third Party Legal Challenge.* In the event any legal action or special proceeding is commenced by any third party or entity, to challenge this Agreement or any provision herein, the Parties agree to cooperate with each other in good faith to defend said lawsuit. City may elect to tender its own defense of any lawsuit filed by a third person or entity, as the case may be, to the extent the litigation seeks to over-turn or invalidate any approval held by or granted by City to Developer, and, in such event, Developer shall hold City harmless from and defend City from all costs and expenses incurred in the defense of such lawsuit, including but not limited to, attorneys' fees and expenses of litigation awarded to the prevailing party or parties in such litigation. Developer shall not settle any lawsuit on grounds which include, but are not limited to, non-monetary relief, without the consent of City. City shall act in good faith, and shall not unreasonably withhold, condition or delay consent to settle.

6.18 Annual Review. Each year during the term of this Agreement, beginning in 2020, City shall review the extent of good faith compliance by Developer with the terms of this

Agreement. Such annual review shall be limited in scope to compliance with the terms of this Agreement, pursuant to Government Code Section 65865.1. The actual costs incurred by City in performing its annual review shall be reimbursable by Developer not to exceed \$2,500 per year.

City shall make written findings and determinations, based on substantial evidence, as to whether Developer has complied in good faith with the terms and conditions of this Agreement. Any failure by City to complete its annual review during a calendar year shall be deemed a finding of Developer's good faith substantial compliance with the Agreement for that calendar year. A finding by City of good faith compliance by Developer with the terms of the Agreement shall conclusively determine said issue up to and including the date of said review. If City finds and determines that Developer has not complied with any terms or conditions, City may propose to terminate or modify this Agreement by giving notice of its intention to do so in the manner set forth in Government Code sections 65867 and 65868. City shall provide at least twenty (20) days' notice to Developer, as specified in Section 3.07 above and in accordance with applicable State laws. Such notice shall include a copy of all public staff reports, documents and exhibits concerning Developer's performance hereunder at least thirty (30) days prior to any such periodic review. Developer shall be permitted an opportunity to respond to City's evaluation of its performance, whether orally at a public hearing or in a written statement, at Developer's election. Such response shall be made to the City Council. City shall not impose any fees or other exactions as a condition to a finding of good faith compliance with the terms of this Agreement.

6.19 Condemnation. City agrees to use its statutory powers of eminent domain to acquire all properties needed for rights of way to be located on properties other than the Subject Property or for construction of the Infrastructure Improvements which are necessary for the development of the Project. Any such use of eminent domain by City shall be at Developer's sole cost and expense.

ARTICLE 7 CITY FINANCE DISTRICTS

7.01. City Maintenance and Public Services District.

(a) Consistent with the Crossroads West Specific Plan, the Project Approvals and Applicable Law, the Parties shall cooperate in good faith: (i) with respect to any residential portion of the Subject Property, to (a) annex such residential portion into City's existing Financing District to operate and maintain street lights, parkway landscaping, parks and other landscape areas, storm drainage systems, street maintenance as well as provide funding for police protection maintenance ("CFD 2016-1"), (b) form a new community facility district or (c) form an alternative, equivalent financing mechanism requested by Developer and reasonably approved by City; and (ii) with respect to the commercial portion of the Subject Property, (a) annex such commercial portion into CFD 2016-1, (b) form a new community facility district to operate and maintain street lights, landscape areas along property frontage and storm drainage systems, or (c) form an alternative, equivalent financing mechanism requested by Developer and reasonably approved by City to operate and maintain street lights, landscape areas along property frontage and storm drainage systems necessary to serve the commercial portion of the Subject Property.

(b) Developer shall provide advance funding for its share of the City's actual, out-of-pocket costs incurred in annexing the residential portion of the Subject Property to CFD 2016-1 ("Financing District Costs"), which may include, without limitation, legal and engineering costs. Such Financing District Costs, together with those reasonable out-of-pocket legal and engineering cost incurred by Developer reasonably approved by the City Manager, shall be reimbursed to Developer, through annual reimbursements from special taxes that are collected from the Subject Property.

7.02 Possible Formation of Infrastructure CFD. Subject to the limitations herein and consistent with the Project Approvals and applicable law, and if requested by Developer, City shall cooperate with Developer in good faith to establish a new CFD for the purpose of financing infrastructure for the Project ("Infrastructure CFD") pursuant to the Mello-Roos Community Facilities District Act of 1982, Government Code section 53311 et seq. (the "Mello-Roos Act"). The boundaries of the Infrastructure CFD shall be coextensive with those of the Project, unless the Parties agree in writing otherwise. **Exhibit N** identifies a possible Infrastructure CFD framework. Prior to formation of the CFD, the actual Rate and Method of Apportionment and priorities for the Infrastructure CFD will be determined. Upon the filing of a petition by Developer pursuant to Government Code section 53318(c), the City Council shall consider adoption of a resolution of intention to establish the Infrastructure CFD and, following adoption, City shall use good faith and diligent efforts in compliance with the Mello-Roos Act to establish and implement the Infrastructure CFD pursuant to the terms of this Agreement, including conducting all proceedings for the establishment of the Infrastructure CFD, the adoption of all resolutions, ordinances and orders, and recording of maps, notices, releases, and conducting all hearings, elections and other public meetings required to levy the special taxes and, as appropriate, provide for issuance of the Infrastructure CFD Bonds. Developer shall cooperate with City in the formation of the Infrastructure CFD including the timely submission of all petitions, ballots, waivers and consents.

(a) **Special Tax.** If requested by Developer and formed by City, the Infrastructure CFD shall be authorized to levy, and Developer may approve (by affirmative vote or other legally acceptable method), a tax ("Special Tax") in accordance with the rate and method of apportionment of such Special Tax approved in the completed proceedings for the Infrastructure CFD except that no undeveloped land tax shall be a part of the Special Tax. The Special Tax shall be determined and collected annually by the City against all taxable parcels as defined by the rate and method of apportionment of the Special Tax for the Infrastructure CFD. The Special Tax shall be collected in the same manner and at the same time as ad valorem property taxes, unless the City specifies some other method of collection. The Special Tax shall be set at an amount sufficient to pay the estimated annual principal of and interest on the CFD Bonds (as defined below), together with required debt service coverage requirements and the annual costs of calculation, collection and disbursement of the Special Tax and the annual administration, engineering, and inspection costs associated with the CFD. The rate and method of apportionment shall be drafted to allow a property owner to permanently satisfy the Special Tax (and remove the lien thereof) as to any taxable parcel by prepayment pursuant to Government Code section 53344 of the Mello-Roos Act.

(b) **Developer's Consent.** Once Developer requests the formation of the Infrastructure CFD, such request shall constitute Developer's irrevocable consent to the formation

of the Infrastructure CFD, the issuance of Infrastructure CFD Bonds, the imposition of the Special Tax against the Property at rates and pursuant to a method of apportionment appropriate to fund the debt service on the Infrastructure CFD Bonds sold to finance the Improvements in accordance with this Agreement, and Developer agrees not to protest or object to formation of the Infrastructure CFD or levy of an appropriate Special Tax consistent herewith. Notwithstanding the above, Developer shall have the right, consistent with state law, at any time to discontinue proceedings for the formation of the Infrastructure CFD provided that the facilities originally proposed for inclusion in the Infrastructure CFD are otherwise financed.

(c) City's Reservation of Discretion. It is expressly acknowledged, understood and agreed by the Parties that: (i) City reserves full and complete discretion with respect to legally required findings that must be made in connection with formation of the Infrastructure CFD; (ii) nothing in this Agreement is intended to or shall limit City's ability to adopt legally required findings with respect to formation of the Infrastructure CFD; and (iii) nothing in this Agreement is intended to or shall prejudice or commit the City regarding the findings and determinations to be made with respect thereto.

7.03. Notification of Fees, Taxes and Assessments. With respect to the residential portion of the Subject Property, Developer shall provide notice to potential homeowners, in compliance with applicable legal requirements, of CFD 2016-1 or such other Financing District that may be formed.

ARTICLE 8 DEFAULT, REMEDIES AND TERMINATION

8.01. General Provisions. In the event of default or breach of this Agreement or any of its terms and conditions, the Party alleging such default or breach shall provide notice to the other Party through a Notice of Default, giving the breaching Party at least sixty (60) days in writing to cure the alleged breach, unless the Parties extend such time by mutual written consent. The Notice of Default shall specify the nature of the alleged default, and, where appropriate, the manner and period of time in which said default may be satisfactorily cured. If the nature of the alleged default is such that it cannot reasonably be cured within such 60-day period, the commencement of the cure within such time period and the diligent prosecution to completion of the cure shall be deemed a cure within such period. During any cure period, the Party charged shall not be considered in default for the purposes of terminating or instituting legal proceedings. If the default is cured, then no default shall exist, and the noticing Party shall take no further action. During said sixty (60) day period, the Parties agree to meet and confer and negotiate in good faith on at least two occasions in an attempt to resolve any such dispute. The City Manager shall be present and in charge on behalf of the City.

8.02. Option to Institute Legal Proceedings or to Terminate. After providing Notice of Default, expiration of the cure period, and the conclusion of the aforementioned negotiating sessions, the Party alleging default or breach, at its option, may institute legal or equitable proceedings to cure, correct or remedy any default under this Agreement, including, but not limited to, damages (subject to the limitations set forth in the following paragraph), mandamus, specific

performance, injunctive relief, and declaratory judgment, determining that the Party alleging default is entitled to terminate this Agreement, or, alternatively, give notice to the Party allegedly in default of its intent to terminate this Agreement. In the event said notice of intent to terminate is given, said notice shall be served upon the party who allegedly is in default as provided in Section 4.9 of this Agreement. Following notice of intent to terminate, the matter shall then be scheduled for consideration and review by the City Council, within thirty (30) days, in the manner set forth in Government Code Section 65868.

Notwithstanding the foregoing, City shall only be liable for damages arising out of or related to any breach or alleged breach of this Agreement by City that: (i) violates any of Developer's vested rights set forth in Article 5 of this Agreement, including, without limitation, Developer's vested rights in and to the Project Approvals and the Crossroads West Specific Plan, and Developer's vested rights relative to reimbursement for installing Infrastructure Improvement in accordance with this Agreement; (ii) violates any provision set forth in Article 6 of this Agreement, including, without limitation, Developer's vested rights to receive Credits; (iii) places a greater burden on Developer to construct or install any improvements other than the Infrastructure Improvements; or (iv) reduces the density or intensity, modifies the permitted uses for the Subject Property, or imposes greater burden on the Subject Property in violation of this Agreement, or, withholds available capacities for sewer, water, or any other services required by City to develop the Subject Property consistent with this Agreement, the Conditions of Approval, and Crossroads West Specific Plan.

8.03. Notice of Termination. Following consideration of the evidence presented before the City Council, and findings, if any, made by the City Council, the Party alleging a default may, at its option, give written notice of termination of this Agreement to the other Party; provided, however, Developer may only give such notice of termination with respect to such portion of the Subject Property in which Developer owns an interest or with respect to which Developer is still obligated under this Agreement, and City may only give such notice with respect to the portion of the Subject Property in which the Party in default owns an interest or is responsible hereunder. Written notice of termination of this Agreement shall be effective immediately upon certified mailing to the Defaulting party.

8.04. No Waiver. Failure or delay in providing a Notice of Default pursuant to this Article shall not constitute a waiver of any default. Except as otherwise expressly provided in this Agreement, any failure or delay by the other Party asserting any of its rights or remedies as to any default shall not operate as a waiver of any default or of such rights or remedies or deprive such Party of its right to institute and maintain any actions or proceedings which it may deem necessary to protect, assert, or enforce any such rights or remedies.

8.05. Default by City. If City defaults on this Agreement, City agrees that Developer in no event shall be obligated to proceed with or complete the Project or any phase thereof and may exercise all rights and remedies provided herein or under Applicable Law. In the event of default by City, any resulting delays in Developer's performance shall not constitute grounds for the City to terminate or cancel this Agreement.

8.06. Extension of Time of Performance. Delayed performance by either Party shall not be deemed to be in default where such delay is due to war, inclement weather, insurrection, strikes, walkouts, riots, floods, earthquakes, fires, casualties, acts of God, governmental restrictions imposed or mandated by other governmental entities, enactment of conflicting State or federal laws or regulations, litigation, or similar bases for excused performance. In the event of litigation involving this Agreement, the term of this Agreement shall be extended from the time the summons and complaint is served on City, until the judgment on the litigation is entered by the court and is final and not subject to appeal.

8.07. Institution of Legal Action. In addition to any other rights or remedies, either Party may institute legal action to cure, correct or remedy any default, to enforce any covenants or agreements herein or to enjoin any threatened or attempted violation thereof, or to obtain any remedies consistent with the purpose of this Agreement.

8.08. Applicable Law. This Agreement shall be construed and enforced in accordance with the laws of the State of California, and Applicable Law in effect as of the Approval Date.

8.09. Limitation of Damages. In no event shall either Party be entitled to punitive, special or consequential damages in the event of any breach of this Agreement. Developer's remedy as against City shall be limited to specific performance of the terms of this Agreement, plus court costs, and attorney's fees as provided herein.

ARTICLE 9 MISCELLANEOUS PROVISIONS

9.01. Rules of Construction. The singular includes the plural; "shall" is mandatory, and "may" is permissive.

9.02. Severability. The Parties agree that the provisions are severable. If any provision of this Agreement is held invalid, the remainder of this Agreement shall be effective and shall remain in full force and effect, unless amended or modified by mutual, written consent of the Parties.

9.03. Entire Agreement, Waivers, Amendments. This Agreement constitutes the entire understanding and agreement of the Parties. This Agreement integrates all of the terms and conditions mentioned herein or incidental hereto and supersedes all negotiation or previous agreements between the Parties with respect to the development and buildout of the Project. To the extent there are conflicts or inconsistencies between this Agreement and any prior agreement, map approval, permit or conditions of approval, the provisions of this Agreement shall prevail. All waivers of the provisions of this Agreement must be in writing and signed by the appropriate authorities of City and Developer. All amendments, which are authorized in the manner provided by law, must be in writing, signed by the appropriate authorities of City and Developer, in a form suitable for recording by the Stanislaus County Clerk-Recorder. Any such amendments shall be promptly recorded.

9.04. Termination of Agreement. This Agreement shall terminate upon the expiration of the term as provided in Section [REDACTED] above. In addition, when any portion of the Subject Property has been fully developed and all of Developer's obligations in connection therewith are satisfied, as reasonably determined by the City, and all final inspections have been issued, this Agreement shall automatically terminate as to such portion of the Subject Property. Upon termination of this Development Agreement with respect to the entire Subject Property or any portion therein, as the case may be, and upon Developer's request, City shall record with the Stanislaus County Clerk-Recorder a notice evidencing such termination and completion of said development, in a form mutually satisfactory to Developer and the City Attorney, that the Agreement has been terminated with respect thereto.

9.05. Project is a Private Undertaking. It is specifically understood and agreed to by and between the Parties that: (1) each and every phase the Project is a private development; (2) City has no interests or responsibilities, or duty to third parties, concerning any improvements until such time and only until such time that City accepts any dedications or Infrastructure Improvements pursuant to the provisions of this Agreement or in connection with the Project Approvals; (3) Developer shall have full power over and exclusive control of the Subject Property, subject only to the limitations and obligations of Developer under this Agreement; and (4) Developer is not an agent of the City, and City is not an agent of Developer, and neither Party shall be considered to be in a joint-venture with the other Party. If any provision of this Agreement results in an obligation of either Party under state or federal law that is contrary to the intent of the Parties expressed herein, said provision shall be invalidated and severed from the Agreement and the rest of the Agreement shall remain in full force and effect.

9.06. Attorneys' Fees. Should any action or dispute arise concerning the provisions of this Agreement, the prevailing party shall be entitled to recover reasonable attorneys' fees and costs, including, without limitation, attorneys' fees on any appeal, reasonable costs for investigating such actions, taking depositions and discovery, and all other necessary or appropriate costs incurred in the action.

9.07. Covenants Run With the Land. Except as may otherwise be provided in this Agreement, each and every Subsequent Property Owner to the Subject Property shall be obligated and bound by the terms and conditions of this Agreement, and shall be the beneficiary thereof and a party thereto, but only with respect to the Subject Property, or such portion thereof, sold, assigned or transferred to such Subsequent Property Owner, but with respect to the benefits received hereunder, such benefits shall only run with the land if the benefits are explicitly assigned in writing by Developer to a Subsequent Property Owner. Any such Subsequent Property Owner shall observe and fully perform all the duties and obligations of Developer contained in this Agreement, as such duties and obligations pertain to the portion of the Subject Property sold, assigned or transferred to it. All Subsequent Property Owners shall be subject to a separate assignment agreement with Developer, which shall define its right, if any, to receive any benefits under this Agreement.

9.08. Mortgagee Protection. The mortgage lender for any mortgage or deed of trust that is secured by the Subject Property, or any portion thereof, who has come into possession and title to the Subject Property, or any portion thereof, pursuant to a foreclosure of a Mortgage, or deed in

lieu of such foreclosure (“Mortgagee”), shall not be obligated under this Agreement to pay any fees or charges which are a liability of Developer of the lands within the Subject Property that are secured by Mortgagee, or to construct or complete improvements that are to be constructed by Developer under this Agreement, or to guarantee such construction or completion. Such Mortgagee shall otherwise be bound by all the terms and conditions of this Agreement which pertain to the Subject Property, or such portion thereof, in which it holds an interest. Any Mortgagee who comes into possession and title to the Subject Property, or any portion thereof, pursuant to foreclosure by any Mortgagee, or deed-in-lieu of such foreclosure, shall not be obligated to undertake any obligations of Developer, if said obligations remain undischarged as of the date that the Mortgagee comes into possession of the Subject Property, or any portion thereof that is subject to this Agreement. Such Mortgagee shall not be eligible to apply for, receive, or exercise any of the Project Approvals for development with respect to the Subject Property, or portion thereof, which it owns and which were vested in its predecessor in title prior to the time that the Mortgagee comes into possession, until the Mortgagee contractually assumes all of the obligations of its predecessor-in-title under this Agreement with respect to such property. If City receives notice from a Mortgagee requesting a copy of any Notice of Default given Developer hereunder and specifying the address for service thereof, then City shall deliver to such Mortgagee, concurrently with service thereof to Developer, any notice given to Developer with respect to any claim by City that Developer is in default, and if City makes a determination of noncompliance hereunder, City shall likewise serve notice of such noncompliance on such Mortgagee concurrently with service thereof on Developer. Each Mortgagee shall have the right (but not the obligation) for a period of sixty (60) days after the receipt of such notice from City to cure or remedy the alleged default, or to commence to cure or remedy the alleged default or areas of noncompliance set forth in the City's notice. If the default or such noncompliance is of a nature which can only be remedied or cured by such Mortgagee upon obtaining possession, such Mortgagee shall seek to obtain possession with diligence and continuity through a receiver or otherwise and shall thereafter remedy or cure the default or noncompliance within sixty (60) days after obtaining possession. If any such default or noncompliance cannot, with diligence, be remedied or cured within such sixty (60) day periods, then such Mortgagee shall have such additional time as may be reasonably necessary to remedy or cure such default or noncompliance if such Mortgagee commences the cure during such sixty (60) day periods, and thereafter diligently pursues completion of such cure to the extent possible.

9.09. Estoppel Certificate. Developer may, and from time to time, deliver written notice to City requesting City to certify in writing that, to the best knowledge of City: (i) this Agreement is in full force and effect and a binding obligation of the Parties; (ii) this Agreement has not been amended or modified, or if so amended or modified, identifying the amendments or modifications; and (iii) Developer is not in default in the performance of its obligations under this Agreement, or if in default, to describe therein the nature of such default. City shall execute and return such certificate within fifteen (15) business days following the receipt thereof. City acknowledges that a certificate hereunder may be relied upon by transferees and mortgagees of Developer. Costs incurred by City in preparing any estoppel certificate requested by Developer shall be reimbursed by Developer.

9.10. No Third-Party Beneficiaries. This Agreement is made and entered into for the benefit of Developer and City and their successors and assigns. No other person or third party shall have any right of action based upon any provision in this Agreement.

9.11. Counterparts. This Agreement, and any and all amendments and supplements to this Agreement, may be executed in notarized counterparts, and each of the counterparts together shall be construed as one document.

[Signatures on following page]

IN WITNESS WHEREOF, the Parties have entered into this Agreement as of the Effective Date, as defined in Section ____ above, and as authorized by Ordinance No. _____.

CITY	DEVELOPER
The City of Riverbank, a California municipal corporation	"MACHADO PARTIES" (TBD)
By: _____ Richard O'Brien, Mayor	By: _____
Date: _____	Date: _____
APPROVED AS TO FORM:	"HARRIGFELD PARTIES" (TBD)
By: _____ Tom Hallinan, City Attorney	By: _____
ATTEST:	Date: _____
By: _____ Annabelle Aguilar, City Clerk	

California All-Purpose Acknowledgment

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

State of California)
)
County of _____)

On _____, before me _____, a Notary Public, personally appeared _____ 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)

(Seal)

EXHIBIT A-1
Legal Description – Machado Properties

Escrow No.: 12-51124855-JW
Locate No.: CACTI7750-7750-4511-0051124855
Title No.: 12-51124855-RB

EXHIBIT "A" 1

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN UNINCORPORATED AREA, COUNTY OF STANISLAUS, STATE OF CALIFORNIA AND DESCRIBED AS FOLLOWS:

ALL THAT PORTION OF THE NORTHEAST QUARTER OF SECTION 34, TOWNSHIP 2 SOUTH, RANGE 9 EAST M.D.B.&M. DESCRIBED AS FOLLOW:

COMMENCING AT THE NORTHEAST CORNER OF SECTION 34, TOWNSHIP 2 SOUTH, RANGE 9 EAST, RUNNING THENCE SOUTH 255.6 FEET; THENCE AT RIGHT ANGLES WEST 255.6; THENCE AT RIGHT ANGLES NORTH 255.6 FEET; THENCE AT RIGHT ANGLES EAST 255.6 TO THE POINT OF BEGINNING.

APN: 074-011-004

Exhibit A-1

LEGAL DESCRIPTION

THE REAL PROPERTY IN THE CITY OF RIVERBANK, COUNTY OF STANISLAUS, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

PARCEL 1:

LOTS 3, 4, 5, 6, 7 AND 8, OF THE OAKVIEW TRACT, ACCORDING TO THE OFFICIAL MAP THEREOF, FILED FOR RECORD OCTOBER 17, 1911, IN VOL. 6 OF MAPS, PAGE 8, STANISLAUS COUNTY RECORDS.

EXCEPTING THEREFROM, THE INTEREST CONVEYED TO THE CITY OF RIVERBANK, BY DEED RECORDED JULY 11, 2003, AS DOCUMENT NO. 2003-0113836-00, OFFICIAL RECORDS.

PARCEL 2:

THE NORTH 1/2, OF THE NORTHEAST 1/4, OF SECTION 34, TOWNSHIP 2 SOUTH, RANGE 9 EAST, MOUNT DIABLO BASE AND MERIDIAN.

EXCEPTING THEREFROM THE FOLLOW:

COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 34; RUNNING THENCE, SOUTH 255.6 FEET; THENCE, AT RIGHT ANGLES, WEST 255.6 FEET; THENCE, AT RIGHT ANGLES, NORTH 255.6 FEET; THENCE, AT RIGHT ANGLES, EAST 255.6 FEET, TO THE POINT OF COMMENCEMENT, AS CONVEYED IN DEED, DATED DECEMBER 29, 1909, AND RECORDED OCTOBER 29, 1910, IN VOL. 141 OF DEEDS, AT PAGE 568, EXECUTED BY F.J. SPENKER TO MCHENRY SCHOOL DISTRICT.

PARCEL 3:

LOTS 1 AND 2, OF THE OAKVIEW TRACT, ACCORDING TO THE OFFICIAL MAP THEREOF, FILED FOR RECORD OCTOBER 17, 1911, IN VOL. 6 OF MAPS, PAGE 8, STANISLAUS COUNTY RECORDS. ALSO

EXCEPTING FROM PARCELS 1, 2 AND 3, THE INTEREST CONVEYED TO THE CITY OF RIVERBANK, BY DEED RECORDED 4/2/2004, AS DOCUMENT NO. 2004-0048524-00, OFFICIAL RECORDS.

APN: 074-011-009

LEGAL DESCRIPTION

REAL PROPERTY IN THE UNINCORPORATED AREA, COUNTY OF STANISLAUS, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

ALL THAT PORTION OF THE SOUTHEAST QUARTER, OF SECTION 34, TOWNSHIP 2 SOUTH, RANGE 9 EAST, MOUNT DIABLO BASE AND MERIDIAN, ACCORDING TO THE UNITED STATES GOVERNMENT TOWNSHIP PLATS, WHICH LIES NORTH OF LATERAL NO. 6, OF THE MODESTO IRRIGATION DISTRICT, AND WEST OF THE COUNTY ROAD.

EXCEPTING THEREFROM, ALL THAT PORTION CONVEYED FROM MACHADO TRUST TO THE CITY OF RIVERBANK, RECORDED JULY 11, 2003, DOCUMENT NO. 2003-0113836-00, OF OFFICIAL RECORDS, DESCRIBED AS FOLLOWS:

ALL THAT REAL PROPERTY, SITUATED IN THE NORTHEAST 1/4 OF SECTION 34, TOWNSHIP 2 SOUTH, RANGE 9 EAST, MOUNT DIABLO MERIDIAN, COUNTY OF STANISLAUS, STATE OF CALIFORNIA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF OAKDALE ROAD, AND CRAWFORD ROAD, SAID POINT OF INTERSECTION BEING THE EAST 1/4 CORNER, OF SAID SECTION 34; THENCE, FROM SAID POINT OF BEGINNING, ALONG THE CENTERLINE OF OAKDALE ROAD, AND THE EAST LINE OF SECTION 34, SOUTH 00° 19' 00" EAST, 500.02 FEET; THENCE, LEAVING SAID CENTERLINE AND SAID EAST SECTION LINE, SOUTH 89° 50' 14" EAST, 50.00 FEET, TO A POINT; THENCE, ALONG A LINE PARALLEL TO, AND 50 FEET WESTERLY, OF THE CENTERLINE OF SAID OAKDALE ROAD, NORTH 00° 19' 00" WEST, 440.02 FEET, TO A POINT; THENCE, NORTH 45° 04' 37" WEST, 28.40 FEET, TO A POINT; THENCE, ALONG A LINE PARALLEL TO, AND SOUTHERLY OF THE CENTERLINE OF CRAWFORD ROAD, AND THE 1/4 SECTION LINE, OF SAID SECTION 34, NORTH 89° 50' 14" WEST, 430.02 FEET, TO A POINT; THENCE, NORTH 00° 19' 00" WEST, 40.00 FEET, TO A POINT ON THE CENTERLINE OF CRAWFORD ROAD, AND THE SAID 1/4 SECTION LINE; THENCE, ALONG THE CENTERLINE OF SAID CRAWFORD ROAD, SOUTH 89° 50' 14" EAST, 500.02 FEET, TO THE POINT OF BEGINNING.

ALSO EXCEPTING THEREFROM, ALL THAT PORTION CONVEYED FROM MACHADO TRUST, TO THE CITY OF RIVERBANK, RECORDED APRIL 2, 2004, DOCUMENT NO. 2004-0048524-00, OF OFFICIAL RECORDS, DESCRIBED AS FOLLOWS:

ALL THAT REAL PROPERTY SITUATED IN THE SOUTHEAST 1/4 OF SECTION 34, TOWNSHIP 2 SOUTH, RANGE 9 EAST, MOUNT DIABLO MERIDIAN, COUNTY OF STANISLAUS, STATE OF CALIFORNIA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF OAKDALE ROAD, AND CRAWFORD ROAD, SAID POINT OF INTERSECTION BEING THE EAST 1/4 CORNER OF SAID SECTION 34; THENCE, FROM SAID POINT OF BEGINNING, ALONG THE CENTERLINE OF OAKDALE ROAD, AND THE EAST LINE OF SECTION 34, SOUTH 00° 19' 00" EAST, 950 FEET, MORE OR LESS, TO A POINT ON THE NORTHERLY LINE OF THE MODESTO IRRIGATION DISTRICT, LATERAL NUMBER 6; THENCE, ALONG SAID NORTHERLY LINE, OF THE MODESTO IRRIGATION DISTRICT, LATERAL NUMBER 6, SOUTH 62° 30' 00" WEST, 58.21 FEET, TO A POINT 50 FEET, WESTERLY OF THE CENTERLINE OF SAID OAKDALE ROAD; THENCE, ALONG A

Order Number: 3710418-01719

Escrow Number:

Page Number: 9

LINE PARALLEL TO, AND 50 FEET WESTERLY, OF THE CENTERLINE OF SAID OAKDALE ROAD, NORTH 00° 19' 00" WEST, 916.09 FEET, MORE OR LESS, A POINT LOCATED 60 FEET SOUTHERLY OF THE CENTERLINE OF SAID CRAWFORD ROAD; THENCE, NORTH 45° 04' 37" WEST, 28.40 FEET, TO A POINT LOCATED 40 FEET SOUTHERLY OF THE CENTERLINE OF SAID CRAWFORD ROAD; THENCE, ALONG A LINE PARALLEL TO, AND FORTY FEET SOUTHERLY, OF THE CENTERLINE OF CRAWFORD ROAD, AND THE 1/4 SECTION LINE OF SAID SECTION 34, NORTH 89° 50' 14" WEST, 430.02 FEET, TO A POINT; THENCE, NORTH 00° 19' 00" WEST, 40.00 FEET, TO A POINT ON THE CENTERLINE OF CRAWFORD ROAD, AND THE SAID 1/4 SECTION LINE; THENCE, ALONG THE CENTERLINE OF SAID CRAWFORD ROAD, SOUTH 89° 50' 14" EAST, 500.02 FEET, TO THE POINT OF BEGINNING.

APN: 074-014-006

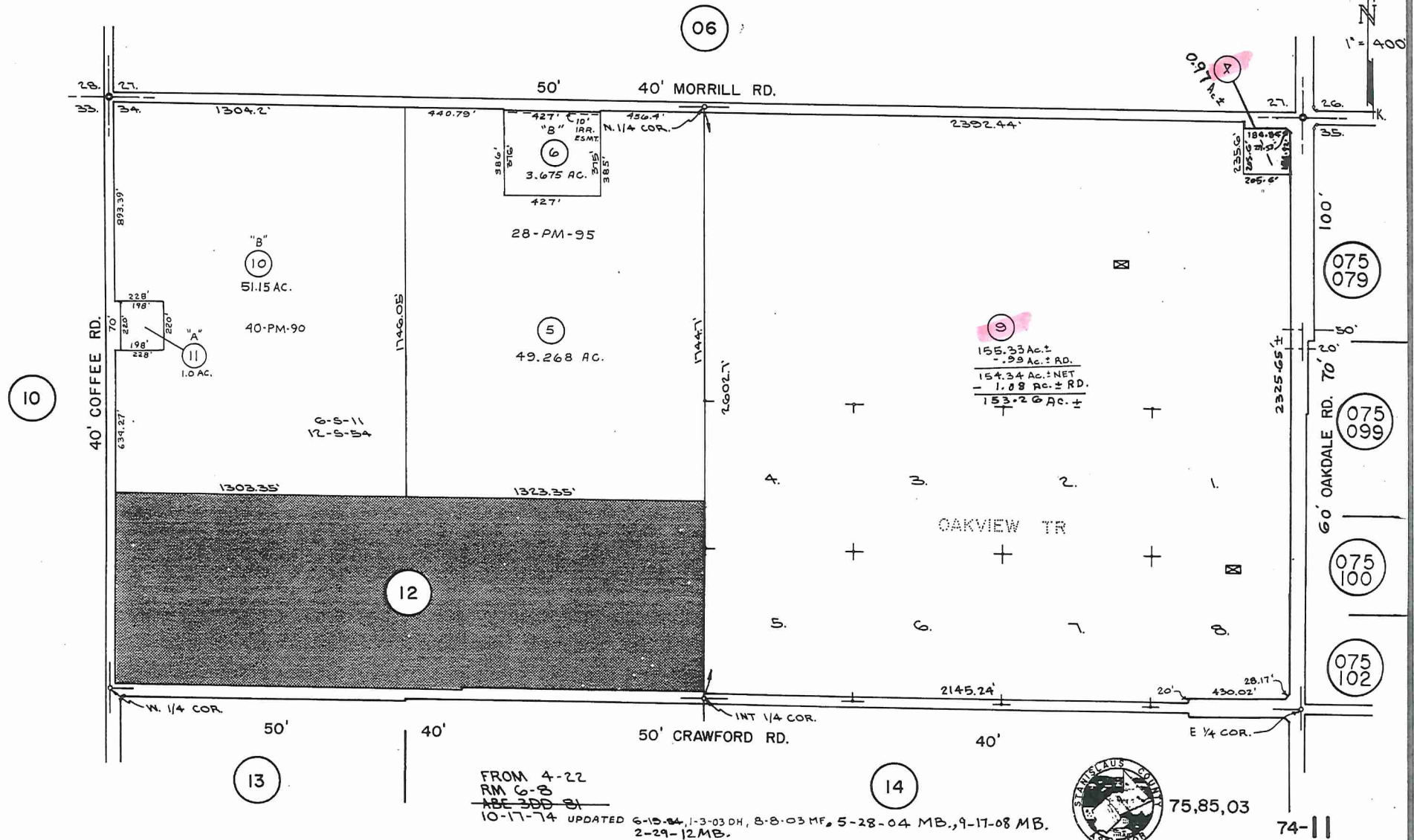
EXHIBIT A – 2
REFERENCE MAPS OF MACHADO PROPERTIES

PORTION N.1/2 SECTION 34 T.2 S. R.9 E. M.D.B. & M.
ALL OAKVIEW TR.

109 001

74-11

THIS MAP FOR
ASSESSMENT PURPOSES ONLY



074 - 014

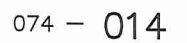
$$1'' = 400'$$


EXHIBIT A-3
Legal Description – Harrigfeld Properties

EXHIBIT "A" 3
Legal Description

For APN/Parcel ID(s): 074-006-016

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE UNINCORPORATED AREA OF THE COUNTY OF STANISLAUS, STATE OF CALIFORNIA AND IS DESCRIBED AS FOLLOWS:

PARCEL ONE:

ALL THAT PORTION OF THE SOUTHEAST QUARTER OF SECTION 27, TOWNSHIP 2 SOUTH, RANGE 9 EAST, MOUNT DIABLO BASE AND MERIDIAN, BOUNDED AND PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE QUARTER CORNER BETWEEN SECTIONS 27 AND 34, IN SAID TOWNSHIP AND RANGE; THENCE SOUTH 89° 05' EAST 20.06 CHAINS; THENCE NORTH 00° 12' WEST 25.367 CHAINS TO THE RIGHT OF WAY OF MAIN CANAL OF MODESTO IRRIGATION DISTRICT; THENCE ALONG CANAL RIGHT OF WAY NORTH 65° 32' WEST 1.515 CHAINS; THENCE NORTH 74° 17' WEST 8.841 CHAINS; THENCE NORTH 58° 12' WEST 1.916 CHAINS; THENCE NORTH 42° 12' WEST 6.664 CHAINS; THENCE NORTH 49° 27' WEST 2.062 CHAINS; THENCE NORTH 58° 55' WEST 2.898 CHAINS TO QUARTER SECTION LINE; THENCE SOUTH 00° 07' EAST 36.85 CHAINS TO THE PLACE OF BEGINNING.

PARCEL TWO:

THAT PORTION OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 27, TOWNSHIP 2 SOUTH, RANGE 9 EAST, MOUNT DIABLO BASE AND MERIDIAN, THAT LIES SOUTHWEST OF THE SOUTHWEST BOUNDARY OF THE MAIN CANAL OF THE MODESTO IRRIGATION DISTRICT, DESCRIBED IN DEED TO SAID DISTRICT RECORDED APRIL 24, 1903 IN BOOK 87 OF DEEDS, PAGE 1, STANISLAUS COUNTY RECORDS.

EXHIBIT A-4
Reference Map of Harrigfeld Properties

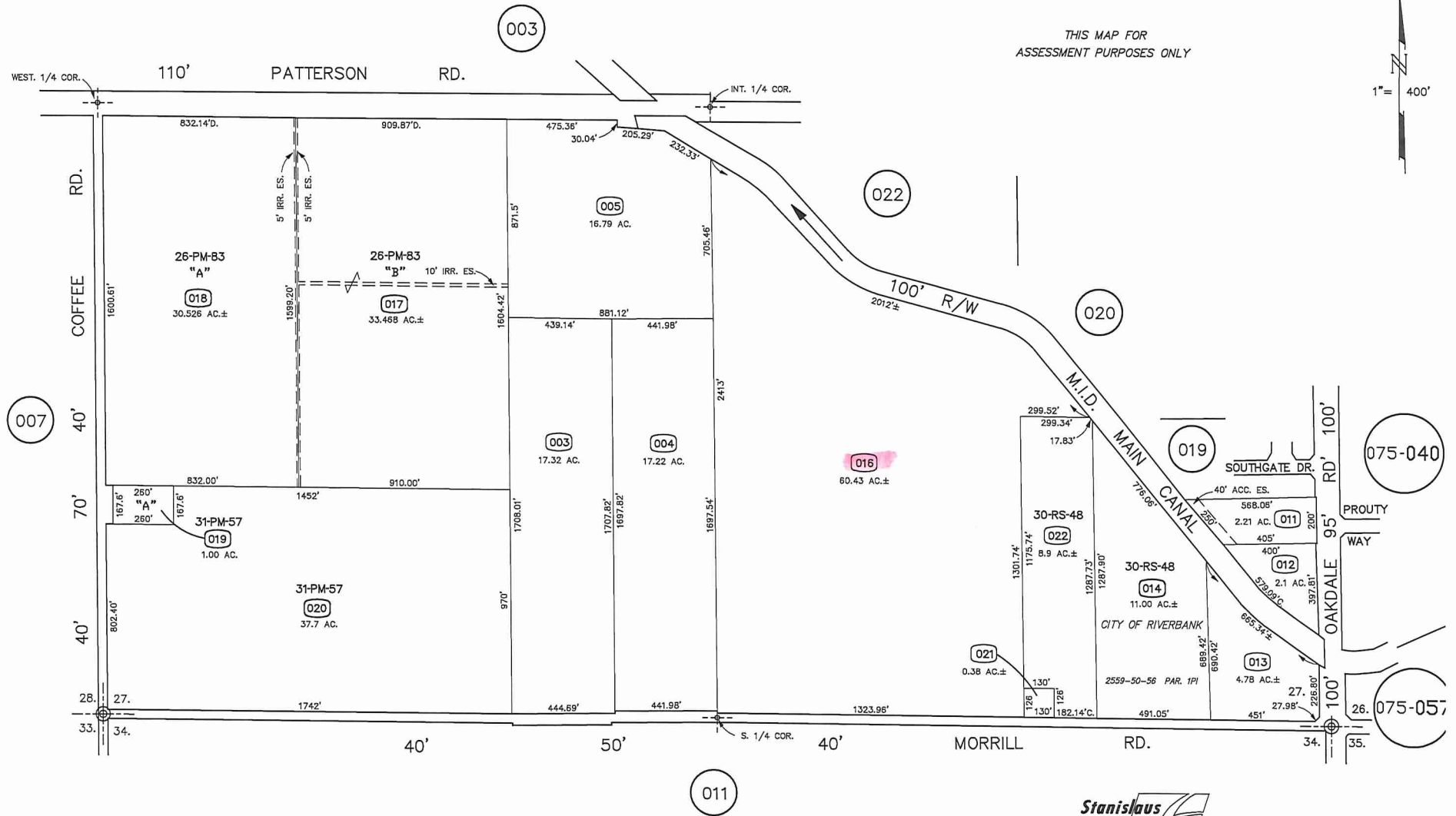
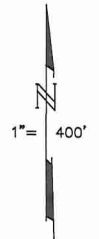
Exhibit A - 4

POR. S. 1/2 SECTION 27 T.2S. R.9E. M.D.B.& M.

006 062
109 001

074 - 006

THIS MAP FOR
ASSESSMENT PURPOSES ONLY



FROM: 004-008
DRAWN: 10-10-74
REVISED: 3-18-93 CS, 11-10-95, 8-5-97, 1-7-04 DH, 9-30-11 (V) MB, 1-23-19 MF

Copyright 2001 Stanislaus County-All rights reserved

Stanislaus
County
Assessor
75,91,04

074 - 006

Exhibit B

Reimbursement Summary

EXHIBIT B
Reimbursement Summary (City-Wide and Crossroads)

<u>SDF Item</u>	<u>SDF Amount</u>
<u>Off-Site Sewer Collection Upgrades</u>	
Crawford Pump Station Upgrade	\$900,000
Conveyance Pipes	<u>+\$1,867,900</u>
	\$2,767,900 ²
<u>On-Site Water lines</u>	
12" Water Lines	\$60/lf
Bore and Jack	\$740/lf
12" Gate Valves	\$2,400/ea
6" Fire Hydrant Assemblies	\$4,000/ea
Land	\$130,000/ac

Items for Consideration for Inclusion in City SDF:

Coffee Road Widening and Signals

Claribel/North-South Collector Signal

Sewer Treatment

¹ This Table is a general overview of the Infrastructure Improvements that are included in the current SDF program and the reimbursement amounts as of the date of the adoption of this Development Agreement and not intended to be exhaustive. This list generally covers items that may be Developer obligations. The City may add improvements to the program in the future, but the project obligations related to these improvements may be limited by the Development Agreement. Cost of living adjustments for reimbursable amounts may occur during the term of the project.

² Reimbursement amounts can cross categories between pump upgrades and conveyance.

EXHIBIT C
Reimbursement Agreement

Exhibit C

CREDIT AND REIMBURSEMENT AGREEMENT FOR SYSTEM DEVELOPMENT FEES RELATED TO THE CROSSROADS WEST SPECIFIC PLAN

This **CREDIT AND REIMBURSEMENT AGREEMENT** (“Agreement”) is effective as of [REDACTED], 2019 (the “Effective Date”), by and between the City of Riverbank, a California municipal corporation (“City”) and [REDACTED], a [REDACTED] corporation (“Developer”). City and Developer may herein be referred to individually as a “Party” and collectively as the “Parties”. There are no other parties to this Agreement.

RECITALS

A. On March 19, 2019, the City Council of the City of Riverbank (the “City Council”) adopted the Crossroads West Specific Plan, pursuant to Resolution No. 2019-015.

B. On _____, 2019, the City Council adopted Ordinance No. ____-____, approving a development agreement between City and Developer (the “Development Agreement”) in connection with the Crossroads West Specific Plan.

C. On _____, 20____, the City Council adopted Resolution No. ____-____, approving the [identify tentative map approval] (the “Tentative Map”). A copy of the Tentative Map is attached hereto for reference as **Exhibit A** (the “Property”).

D. [Explain total units/square footage to be constructed.] Developer is obligated to construct and install certain improvements identified in the Development Agreement, Tentative Map [and Subdivision Improvement Agreement] relative to the Property (the “Improvements”).

E. City proposes to provide Developer credits or reimbursements for the installation of Improvements that City has included in its System Development Fee (“SDF”) program. The list of Improvements, and maximum eligible SDF reimbursement for each of the Improvements, is provided in **Exhibit B** attached hereto (the “SDF Reimbursement Summary”).

F. An updated SDF schedule for each unit in the Tentative Map, consistent with the Development Agreement, is provided in **Exhibit C** attached hereto.

G. This Agreement sets forth City’s obligations to credit or reimburse Developer through City’s SDF program, based on the construction, dedication and City’s acceptance of eligible Improvements identified in the SDF Reimbursement Summary.

NOW, THEREFORE, in exchange of the mutual promises and other valuable consideration contained herein, City and Developer agree as follows:

A G R E E M E N T

Section 1. Developer to Construct Improvements. Developer shall be responsible for the design, construction, installation and bonding of all Improvements identified in the SDF Reimbursement Summary. All plans and specifications for construction of the Improvements shall be subject to review and approval by City. The design of the Improvements shall be to the reasonable satisfaction of the City Engineer.

1.1. *City Inspections.* Developer shall, at its sole cost and expense, and at all times during construction of the Improvements, maintain reasonable and safe facilities and provide safe access for inspection by City of the Improvements and areas where construction of the Improvements is occurring or will occur. City shall inspect and accept the Improvements in accordance with the Development Agreement and Applicable Law, as defined therein.

1.2. *Quality of Work.* The Improvements shall be constructed in accordance with all Applicable Law, including federal, state and local laws, ordinances, regulations, codes, standards, and other requirements. The Improvements shall be completed in accordance with all approved maps, plans, specifications, standard drawings, and amendments thereto on file with City.

Section 2. SDF Credits and Reimbursements. City shall credit or reimburse Developer, as provided herein, for the completion and acceptance by City of the Improvements listed in the SDF Reimbursement Summary.

2.1. *SDF Credits.* For Improvements that have been constructed, inspected, dedicated to and accepted by City prior to Developer's request for building permits, City shall provide a credit to Developer by reducing the SDF amount collected in each building permit for the category of SDF fees related to such Improvements constructed and accepted by City ("SDF Fee Credit"), up to the Maximum SDF Credit identified on **Exhibit B**. In no event shall the SDF Fee Credit exceed the Maximum SDF Credit for each of the Improvements identified in **Exhibit B**.

2.2. *SDF Reimbursements.* For Improvements that are not completed or accepted by City at the time Developer requests building permits for the Property, Developer shall be required to pay the full SDF amount shown on **Exhibit C**. Upon the completion of such Improvements, City shall reimburse Developer up to the Maximum SDF Reimbursement amount ("SDF Reimbursement"). In no event shall the SDF Fee Credit exceed the Maximum SDF Credit for each of the Improvements identified in **Exhibit B**.

2.2 *Limitations.* City makes no warranty, express or implied, that SDF Fee Credits or SDF Reimbursements will be sufficient to reimburse Developer's costs of the

Improvements. Neither City's General Fund nor any other non-SDF fund of City shall be used to pay any obligations arising from this Agreement. City may authorize interfund SDF transfers between accounts pursuant to the Development Agreement. In addition, City shall allocate SDF revenues towards the construction of priority improvements pursuant to the Development Agreement. If any SDF category is not sufficiently funded due to such priorities or for any other reason at the time Developer submits a request for SDF Fee Credits or SDF Reimbursement, Developer acknowledges that it will wait to receive such credits or reimbursements until such time as the SDF account is sufficiently funded. Developer will hold City harmless for any economic damage as a result of any such delay. Developer further acknowledges that City's ability or potential inability to reimburse Developer for the costs of installing any Improvements shall in no way diminish Developer's obligations with respect to any conditions related to Project entitlements, unless expressly agreed to in writing by City. The obligations arising from this Agreement are neither a debt of City nor a legal or equitable pledge, charge, lien, or encumbrance upon any City property or any City income, receipts, or revenues. Developer shall not compel the forfeiture of any of City's property to satisfy any obligations arising from this Agreement. The credit or taxing power of City is not pledged for the payment of any obligation arising from this Agreement.

2.3. *Limitations on Assignment, Payments to Third Parties.* SDF Fee Credits shall remain personal to Developer and shall not automatically run with the land or the subsequent purchasers of the Property. Developer represents that no general contractor, subcontractor, or any other parties are named as third-party beneficiaries to this Agreement. Developer may transfer or assign any or all Fee Credits associated with this Agreement only upon providing prior notice to City, through a written statement, in a form acceptable to the City Attorney. City may accept the assignment of SDF Fee Credits for the applicable SDF category to future development on a dollar-for-dollar basis. The written statement shall notify City of the SDF Fee Credit amount that Developer intends to transfer or assign to specified properties or developments. After receipt of such written request from Developer and prior to issuance of any building permit, City shall confirm in writing the amount of related SDF fees that City will collect from the assignee. In the absence of such written statement by City, no assignee may claim any SDF Fee Credits attributable to this Agreement.

2.4. *Conditions Precedent for Credit or Reimbursement.* Conditions for City to issue an SDF Fee Credit or SDF Reimbursement are as follows:

- (a) Developer has designed and constructed the Improvements in accordance with City's design standards and Applicable Law;
- (b) City has accepted the dedication of the Improvements for which a SDF Fee Credit or SDF Reimbursement is sought by Developer;
- (c) Developer has provided documentation of all actual costs and proof of payment for each of the Improvements;

(d) Developer and any affiliates and subsidiaries shall not be in default of any obligation under this Agreement or the Development Agreement; and

(e) Developer and any affiliates or subsidiaries shall not be in default as to any monetary obligation to City, including but not limited to the payment of plan check and inspection fees, ad valorem property taxes and special assessments.

Section 3. Termination. This Agreement may be terminated upon written notice by Developer or by mutual agreement of the Parties.

Section 4. Indemnity. Developer, in executing this Agreement, agrees to assume the defense of, indemnify, and hold harmless (with counsel acceptable to City) City and its officers, employees, consultants, and agents from and against all liabilities, actions, damages, claims, losses or any other obligations, including attorneys' and consultants' fees and expenses (together, "Liabilities"), arising out of or resulting directly or indirectly by any negligent or willful activities performed by Developer, its officers, employees, or agents under this Agreement.

Section 5. Warranty and Repair. **[Include if no SIA; consider bond]** Developer hereby warrants the Improvements as to materials and workmanship and should any failure of any Project Improvements occur within a period of one year after acceptance of such Improvements by the City Engineer, Developer shall promptly cause the needed repairs to be made without cost to City. The provisions contained herein shall not be deemed to limit any rights Developer has or may have to seek damages or other relief from any acts or omissions of any contractor involved in the construction or design of the Improvements. Nothing herein shall be construed to limit any other warranties City may have from the manufacturer or any materials used in the Improvements nor in any way limit any rights of City in equity or law under this Agreement.

Section 6. Notice. Any notice, payment, or instrument required or permitted by this Agreement to either party shall be deemed to have been received when personally delivered to that party or seventy-two (72) hours following deposit of the same in any United States Post Office, first class, postage prepaid, addressed as follows:

City: City of Riverbank
6707 Third Street
Riverbank, California 95367
Attn: City Manager

And to City Attorney: Churchwell White LLP
1414 K Street, 3rd Floor
Sacramento, California 95814
Attn: Douglas L. White, Esq.

Developer: _____

Attn: _____

With a copy to: _____

Attn: _____

Either Party may give notice hereunder to designate a different address to which subsequent notices, payments or instruments shall be delivered.

Section 7. General Provisions.

7.1. *Default.* In the event Developer defaults in the performance of any of its obligations under this Agreement or materially breaches any of the provisions of this Agreement, and such default or breach is not cured by Developer within 30 calendar days (or such longer period as may agreed to by City) of written notice from City specifying such default, City shall have the option to seek all legal and equitable remedies in connection with this Agreement and the performance thereof.

7.2. *Captions.* Captions to each Section of this Agreement are for convenience purposes only, and are not part of this Agreement.

7.3. *Severability.* If any portion of this Agreement is declared by a court of competent jurisdiction to be invalid or unenforceable, such portion shall be deemed severed from this Agreement and the remaining parts shall remain in full effect as though such invalid or unenforceable provision had not been a part of this Agreement.

7.4. *Governing Law; Venue.* This Agreement is made under, and shall in all respects be interpreted, enforced, and governed by, the laws of the State of California. In the event of a dispute concerning the terms of this Agreement, the venue for any legal action shall be with the appropriate court in the County of Stanislaus, California.

7.6. *Modification.* This Agreement may be amended only by a written instrument signed by the Parties.

7.7. *Counterparts.* This Agreement may be executed in counterparts, each of which shall be deemed an original, but both of which together shall constitute one instrument.

7.8. *Interpretation.* Each Party acknowledges it has reviewed this Agreement with its own legal counsel and based upon the advice of that counsel, freely entered into this Agreement.

7.9. *Attorneys' Fees.* In the event one of the Parties commences litigation for specific performance or damages for the breach of this Agreement, the prevailing Party shall be entitled to an award of reasonable attorneys' fees and court costs incurred.

7.10. *Authority.* Both Parties warrant and represent that they have the power and authority to enter into this Agreement and that all former requirements necessary or required by state or federal law in order to enter into this Agreement have been fully complied with.

7.11. *Successors and Assigns.* This Agreement shall be binding upon and inure to the benefit of the successors and assigns of the parties hereto.

7.12. *Compliance with Laws.* Developer shall comply with all applicable federal, state, and local laws, regulations, policies, or guidelines. Developer is aware of the requirements of California Labor Code Section 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, Section 16000, et seq., ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on "public works" and "maintenance" projects. If the designs or improvements are part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, Developer agrees to fully comply with such Prevailing Wage Laws. Developer shall defend, indemnify and hold City, its officials, officers, employees and agents free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws and/or any other applicable law.

7.13. *Waiver.* Developer agrees that waiver by City of any breach or violation of any term, condition or obligation of this Agreement shall not be deemed to be a waiver of any other term, condition or obligation contained herein or a waiver of any subsequent breach or violation of the same term, condition or obligation.

[Signatures continue on the following page]

IN WITNESS WHEREOF, this Agreement is executed by the Parties as of the Effective Date set forth above.

CITY:

City of Riverbank, a California municipal corporation

By: _____

Name: Sean Scully

Title: City Manager

DEVELOPER:

_____, a _____ corporation

By: _____

Name: _____

Title: _____

Attest:

By: _____
Annabelle Aguilar, City Clerk

Approved as to form:

By: _____
Tom Hallinan, City Attorney

EXHIBIT D
Approved Entitlements and Subsequent Approvals

Developer's vested rights to develop the Subject Property shall be in accordance with the following approved entitlements:

1. This Agreement;
2. The Crossroads West Specific Plan ("CWSP");
3. The Preliminary Development Plans for the Harrigfeld and Machado properties;
4. The Master Large Lot Tentative Maps for the Harrigfeld and Machado properties;
5. The Phased Map for the Machado property.

Subsequent Approvals

The following approvals may be necessary to facilitate development of the Subject Property:

1. Parcel maps and final maps;
2. Minor and major grading permits, and encroachment permits;
3. Design review, as set forth in Section 8.1 of the CWSP; and
4. Any other approval required to facilitate development consistent with the CWSP.

As provided in this Agreement, City agrees to promptly process any other right, land use entitlement and approval necessary for completing the Project.

EXHIBIT E
Conditions of Approval

STANDARD CONDITIONS

A. General Conditions

All projects must meet the following standard conditions unless specifically exempted by the Planning Commission and/or City Council.

1. This approval is dependent upon and limited to the proposals and plans contained, supporting documents submitted, presentations made to staff, Planning Commission and/or City Council as affirmed to by the applicant. Any variation from these plans, proposals, supporting documents or presentations is subject to review and approval prior to implementation.
2. The Crossroads West Specific Plan ("CWSP") modifies the permitted use, development standards, and other regulations of the City of Riverbank Municipal Code ("Municipal Code"). In these cases, the standards and regulations provided in the CWSP supersede those in the Municipal Code. Where the CWSP is silent, regulations in the Municipal Code remain applicable. If a conflict occurs between the requirements of the CWSP and the Municipal Code, the requirements of the CWSP shall control.
3. The CWSP includes plans, standards and guidelines that supplement the City of Riverbank's adopted Standard Specifications. If a conflict occurs between the requirements of CWSP and the City of Riverbank's Standard Specifications, the requirements of the CWSP shall control.
4. The applicant shall secure and comply with all applicable federal, state and local licenses, permits, authorizations, conditions, agreements, and orders prior to or during construction and operation, as appropriate.
5. The applicant shall comply with all regulations and code requirements of the Community Development Director, City Engineer, Building Official, Stanislaus Consolidated Fire Protection District, the Police Chief and any other agencies requiring review of the project. If required, these agencies shall be supplied copies of the final maps, site plans, public improvement plans, grading plans and building plans.
6. All conditions of approval for this project shall be written by the project developer on all building permit plan check sets submitted for review and approval. These conditions of approval shall be on, at all times, all grading and construction plans kept on the project site. It is the responsibility of the building developer to ensure that the project contractor is aware of, and abides by, all conditions of approval. Prior approval from the Community Development Director must be received before any changes are constituted in site design, grading, building design, building colors or materials, etc.

7. Final maps and/or site development plans shall be in substantial conformance to the approved tentative map/site plan and must be submitted, in English units, to the City Engineering Department for review and approval. Maps shall be prepared, wet signed and sealed by a civil engineer, land surveyor, or architect registered in the State of California and licensed to prepare final maps and/or site development plans.
8. The applicant shall take all necessary measures to ensure that his activities or those of his agents do not result in measurable erosion of soils on the site, either wind or water, during the construction and operation of the project covered by this approval.
9. Should the project be found, at any time, not to be in compliance with any of the Conditions of Approval, or should the applicant construct or operate this development in any way other than specified in the Application or Supporting Documents or presentations to staff, Planning Commission or City Council, as modified by the Conditions of this Approval, then the terms of this Approval shall be considered to be violated.
10. Work done by a contractor pursuant to this approval shall not begin before the contractor has been shown by the applicant a copy of this permit.
11. The hours of construction, including equipment warm-up, shall be limited to 7:00 a.m. - 6:30 p.m. on weekdays and 8:00 a.m. - 5:00 p.m. on weekends and legal holidays.
12. Development of the property must conform to the plans as submitted with revisions as specified by the City of Riverbank City Council and/or Planning Commission.
13. All new construction requires building permits in accordance with all applicable building and fire codes and submission of a plot and grading plan prepared by a registered professional civil engineer showing property lines, building locations, topography and such other data as required by the Community Development Department.
14. All geologic hazards must be plotted on a plot plan, and habitable structures shall comply with the restrictions specified in all applicable building and fire codes.
15. Drainage studies must be submitted and approved and all improvements must comply with the approved study. Further, street and storm water management dedication and/or improvements may be required.
16. If the property is located in a flood zone, a drainage study must be submitted to and approved by the Floodplain Administrator prior to any permits being issued.
17. Fire hydrants must be provided in compliance with Fire Department specifications.

18. All necessary utility easements shall be retained or reserved.
19. Mobile homes and/or manufactured housing require building permits and shall comply with state law and City of Riverbank Municipal Code Section 153.031..
20. Approval of this application does not constitute approval of any other entitlement or any other necessary permit, license, or approval.
21. Except as provided and/or limited in the Development Agreement the developer shall pay all applicable processing fees, permit fees, City development fees, fire fees, school fees, drainage fees and other non-Riverbank public entity fees in effect at the time of the issuance of the applicable permit.
22. With respect to any third party claim, action, or proceeding against the City, its officials, employees, or agents relating to the action of the City in reviewing or approving entitlements related to the Project, the Developer agrees to indemnify, hold harmless and defend the City and its elected and appointed councils, boards, commissions, officers, agents, employees, and representatives from any and all claims, costs, and liability for claims of damage, for any third-party challenges to the project approvals, property damage or personal injury, including death, which may arise as a result of any negligent acts or omissions by Developer or Developer's contractors, subcontractors, agents, or employees in connection with the construction, or improvement of the Project.
23. In the event any legal action or special proceeding is commenced by any person or entity challenging any agreements between Developer and City, any entitlement or component of the Project such as the Project EIR, or any other City approval for the Project (collectively, "Project Litigation"), the Parties agree to cooperate with each other as set forth herein. City may elect to tender the defense of any lawsuit filed and related in whole or in part to Project Litigation. Upon the commencement of Project Litigation, Developer will indemnify and hold harmless the City from all costs and expenses incurred related thereto, including, but not limited to, damages, attorneys' fees and expenses of litigation awarded to the prevailing party or parties in such litigation. Developer shall pay all litigation fees to the City within thirty (30) days of receiving a written request and accounting of such fees and expenses from the City. Notwithstanding the aforementioned, City may request a deposit to cover City's reasonably anticipated Project Litigation fees and costs, and Developer will provide such deposit to City within seven (7) days of any such request.
24. It is required by State Law (Business and Professional Code Section No. 5537 & 5538 and Section 302(b) of the Uniform Building Code) that all commercial buildings, new or existing must have a licensed professional designer (Architect, Civil or Structural Engineer) to design all changes of use or occupancy as well as new construction.

25. It is the responsibility of the applicant or developer to check with each outside agency for requirements that may pertain to their project.
26. The applicant shall pay school fees in accordance with the adopted fee schedule, or as otherwise negotiated with the affected school district before issuance of building permit. Applicant shall present evidence of School District compliance to the City of Riverbank.
27. The commercial portion of the project shall annex into a Maintenance Community Facility District (CFD) for the on-going maintenance of the public lighting, public landscape areas such as parks, landscape medians and parkway strips, streets and storm drainage facilities. provided that the developer shall elect which method in the Specific Plan it will use to fund such items, which chosen method shall be reasonably reviewed and approved by the City prior to issuance of the first building permit for the project or such later date as determined by the City. The residential portion of the project shall annex into a Maintenance Community Facility District (CFD) for the on-going public services operations including Police services, public road, storm, landscaping and lighting maintenance.
28. Where required, automatic fire sprinkler systems shall be designated and installed in compliance with NFPA (National Fire Protection Association) standards. When applicable, Fire Department Connections (FDC's) shall be located within 50 feet of a fire hydrant.
29. The grade of the fire apparatus access road shall be within the limits established by the code official based on fire apparatus. (Shall not exceed 10 percent.)
30. Fire apparatus access roads shall be designated and maintained to support the imposed loads of fire apparatus (75,000 pounds) and shall be surfaced so as to provide all-weather driving capabilities.
31. Where applicable, NO PARKING – FIRE LANE signage and/or marking(s) shall be provided for fire apparatus access roads to identify such roads or prohibit the obstruction thereof.

B. Improvement Plans

1. All underground utilities shall be installed in conformance with existing City policy including without limitation the City of Riverbank Subdivision and Zoning Ordinances.
2. Right of way or easement acquisitions necessary to implement any portion of this map, and/or site development plan, including public improvements, shall be obtained by the developer at its sole expense prior to the City's consideration of the final map which encompasses the particular improvement. The developer shall notify the City in writing no more than 120 days and no less than 60 days in advance of filing the

final map related to the acquisition if City assistance is needed to complete the acquisition pursuant to Government Code Section 66462.5. Funds in an amount of 100% of the estimated acquisition costs shall be deposited with the City to cover appraisal, right of way agent, and legal fees and costs incurred to secure the necessary property.

3. Engineering studies, as directed by the Community Development Director, must be complete and on file prior to commencement to plan checking. Developer shall install off-street improvements determined necessary by the City Engineer to provide safe traffic conditions.
4. With respect to residential development, no additional water studies shall be applicable, unless the Public Works Director determines, in its reasonable discretion, that a water capacity issue shall exist with the addition of the proposed residential development of the Project. This condition shall not apply to commercial development.
5. Developer shall underground existing and required on and off-site utilities as specified in the Municipal Code or as deemed necessary by the City Engineer.
6. All site development shall comply with all applicable provisions of the City of Riverbank Municipal Code as determined by the City Engineer. Issuance of a site development permit will be required whereby specific engineering requirements will be made as conditions of approval of that permit, except to the extent set forth in the Crossroads West Specific Plan, Preliminary Development Plan and/or Development Agreement.
7. The developer shall provide and show on the final map and/or site development plan all necessary easements for access, streets, alleys, sewer and water facilities, utilities and drainage facilities, irrigation facilities and other facilities as requested by the City.
8. The final map and/or site development plan and all related documents shall comply with all regulations and requirements of the Riverbank Municipal Code, unless otherwise set forth in the Crossroads West Specific Plan, Development Agreement and/or Preliminary Development Plan.
9. Meters, hydrants, poles, etc. shall be located clear of the sidewalk and driveways or as determined by the City Engineer. Final locations and the number of such facilities shall be determined at the time the improvement plans are reviewed.
10. An encroachment permit shall be required for any construction to be done in the public right of way, in public easements, or on lands to be dedicated to the City of Riverbank upon completion of the improvements. The encroachment permit shall be obtained prior to the start of said work. The permit fees shall be determined per the current adopted development fee schedule.

11. LID requirements shall be met, to the extent feasible for residential development, at the centralized basin. If necessary, pre-treatment before the basin can be provided by mechanical or natural devices, or lot by lot, provided the treatment complies with LID standards.
12. Any portion of the drainage system that conveys runoff from public streets shall be installed within a dedicated drainage easement or located in public street.
13. The developer shall provide joint trenching for telephone, gas, and electric service for every parcel.
14. All improvements, public and private, shall be designed and constructed consistent with the Crossroads West Specific Plan, the approved Tentative Map, and the Development Agreement. If there is no controlling standard identified in the project approval documents, the most recent edition of the Standard Plans and Specifications all applicable state and local ordinances, standards and requirements. Should a conflict arise, the governing specification shall be determined by the City Engineer.
15. All public improvements proposed by the developer or required through these conditions of approval shall be completed and accepted by the City in compliance with the Preliminary Development Plan and/or Development Agreement; if no time schedule is provided, then said public improvements shall be installed no later than the Certificate of Occupancy for the applicable building. The developer shall apply to the City for a Subdivision Improvement Agreement or Deferred Improvement Agreement in order to postpone completion of the public improvements. If improvements are postponed, the City shall require the developer to guarantee the performance of the improvements and payment of labor and materials by furnishing security in a form acceptable to the City, or as provided in the Subdivision Improvement Agreement.
16. Developer shall ensure finished pad elevations are at a minimum one foot above the 100-year base flood elevation as shown on the latest Federal Emergency Management Agency (FEMA) floodplain maps for Stanislaus County, California. The developer shall be responsible for all necessary activities, applications, documentation and costs to amend floodplain maps for their development. [Letter of Map Amendment Revision (LOMAR)], and for obtaining a Floodplain Permit from the Community Development Director for all projects on parcels identified in Zone 'A' on the FEMA Flood Insurance Rate Maps for the City of Riverbank. Application for LOMAR shall be prepared and submitted by the developer prior to grading permit issuance or final map approval, whichever occurs first.
17. Detailed plans reflecting the design and construction of all public infrastructure improvements for street, sewer, water, and storm drain, both on- and off-site, shall be in conformance with the adopted Infrastructure Master Plans and as directed by

the City Engineer. Developer shall have written approval from the City Engineer for any variations from the City's Master Plans prior to any final map or plan approval.

18. The subdivider shall submit plans and specifications for improvements of all public and private street rights-of-way, drainage easements, culverts, drainage structures and drainage facilities to the Department of Public Works for approval by the City Engineer.
19. Street alignments and grades, including the change of any existing or proposed street alignment and grade, shall be as required by the Community Development Director and the City Engineer.
20. For public streets the exact depth of imported base material shall be based on soil tests recommendations which have been approved by the Director of the Department of Public Works. Private streets and drive aisles shall be designed to support the structural loads associated with fire trucks as determined by the Public Works Director in consultation with Stanislaus Consolidated Fire District.
21. Sight distance requirements at all street intersections shall conform to City Standards.
22. If the improvement plans show a need to excavate in any public road right-of-way, the developer shall place a cash deposit with the Department of Public Works to ensure that any damage to the existing roadway is repaired in a timely manner.
23. Portland cement concrete cross gutters or culverts shall be installed where water crosses the roadways.
24. An adequate energy dissipater shall be constructed at the outlet of the storm drain, or verification shall be provided that such improvement is not needed.
25. Hydrology and hydraulic calculations for determining the storm system design, with water surface profile and adequate field survey cross section data, shall be provided satisfactory to the Director of the Department of Public Works, or verification shall be provided that such calculations are not needed.
26. With respect to future residential development in the Project, no additional storm water and/or sewer system capacity studies (as applicable), shall be required of a proposed residential development, unless the public works director determines, in its reasonable determination, that a storm drainage capacity or sewer capacity issue exists with the addition of the development of the presently proposed residential project. Developer requirement shall be limited to addressing the capacity issue(s) caused by its development. This condition shall not apply to commercial development.

27. Prior to project acceptance of each final map, the developer shall supply the City with an ACAD computer disk file showing plans that reflect the project as it was built (As-Builts) to the satisfaction of the City Engineer.
28. The installation (if required) of all gas, electric, sewer, and water lines and any other below surface utilities is to take place before the installation of any concrete curbs, gutter, sidewalks, and the surfacing of the streets.
29. All walls adjacent to public right-of-ways and canals shall be as provided for in the Crossroads West Specific Plan with decorative treatment, subject to approval by the Community Development Director.
30. The design of any masonry sound wall shall be approved by the Community Development Department. It shall match or harmonize with existing sound walls of neighboring projects along that street.

C. Grading Plans

1. Prior to the issuance of a grading permit, the applicant shall submit a geotechnical report to the City Engineer, Subdivision and Grading, for approval. The report shall include the information and be in the form as required by the City Engineer
2. Prior to the issuance of any preliminary grading permits, the applicant shall provide evidence to the City Engineer, that the Vector Control District has surveyed the site to determine if vector control measures are necessary. If the District determines measures are warranted, the applicant shall conduct such measures in a manner meeting the approval of the City Engineer.
3. Prior to the issuance of any grading permit or revisions thereto, the City Engineer shall determine that the proposed grading is consistent with the grading depicted within this approved planning application.
4. The subdivider shall submit grading plans, a permit application, and plan check and inspection fees and deposits to the Department of Public Works. Grading plans shall be approved prior to or concurrently with the approval of the Improvement Plans.
5. The grading plan for residential development shall contain a certificate signed by a registered civil engineer that the grading plan has preserved a minimum of 100 square feet of solar access for each lot created by this subdivision pursuant to Section 81.401(n) of the Subdivision Ordinance.
6. Finished grading shall be certified by a registered civil engineer and inspected by the City Engineer for drainage clearance. Approval of rough grading does not certify finished grading due to potential surface drainage problems that may be created by landscaping accomplished after rough grading certification.

7. Developer shall provide written notification to adjacent property owners for any drainage work required to collect or convey storm water runoff, which may or will affect their properties.
8. During construction water trucks or sprinkler systems are to be used in sufficient quantities to prevent dust from leaving the site during any earthmoving and/or construction activities.

D. Architecture – The following design criteria conditions shall comply with Chapter 8 of the Crossroads West Specific Plan regarding architecture. In the event the following design criteria conflict with or are inconsistent with the applicable Crossroads West Specific Plan design criteria or Development Agreement, the Crossroads West Specific Plan design criteria or Development Agreement shall control:

For MU-2:

1. All mechanical, irrigation, ground and/or roof mounted equipment shall be architecturally screened from view from all public right-of-ways prior to issuance of a certificate of occupancy.
2. All trash enclosures shall comply with City of Riverbank City Standard Specifications for Refuse and Recycle Bin Enclosures (currently Drawing Nos. 901 through 904, as amended), unless otherwise modified by the Crossroads West Specific Plan.
3. All vents, gutters, downspouts, flashing, electrical conduits, etc., shall be painted or finished to match the color of the adjacent surface unless otherwise directed by the Community Development Director.
4. Soffits and other architectural elements visible from view but not detailed on the plans shall be finished in a material in harmony with the exterior of the building.
5. Finish quality of exterior design elements including, but not limited to, building façade landscaping shall be subject to approval of the Community Development Director prior to issuance of Certificate of Occupancy.
6. All signs shall be submitted to the Community Development Director for design review per the sign ordinance of the Riverbank Municipal Code.
7. All outdoor mechanical equipment, satellite dishes, fire main and all rooftop equipment shall be fully visually screened upon installation subject to the approval of the Community Development Department. Screening devices shall be shown on construction and/or landscape plans.
8. All exterior light fixtures shall be shown on plans subject to staff review and

approval. All lights attached to buildings shall provide a soft “wash” of light against the wall. All building and parking or yard lights shall conform to City Standards and shall compliment the site and building architecture.

For Residential Uses:

9. For residential projects, the CC&R's shall prohibit the storage of recreational vehicles on this site or parcels unless they are the principle source of transportation for the owner and prohibit parking on the public street for long than 72 hours.

E. Landscaping

1. Specific landscaping for screening shall have an appearance of mature growth subject to a field check and approval by the Community Development Director prior to Certificate of Occupancy.
2. The area under the drip line of all existing trees, which are to be saved, shall be fenced during construction. Grading shall be restricted under them to prevent soil compaction around the trees and to protect them from damage.
3. All planting shall be maintained in good growing condition. Such maintenance shall include, where appropriate, pruning, mowing, weeding, cleaning of debris and trash, fertilizing and regular watering. Whenever necessary, planting shall be replaced with other plant materials to insure continued compliance with applicable landscaping requirements. Required irrigation systems shall be fully maintained in sound operating condition with heads periodically cleaned and replaced when missing to insure continued regular watering of landscape areas, and health and vitality of landscape materials.
4. Final inspection for occupancy permits will not be granted until all construction and landscaping is complete in accordance with approved plans or as approved by the Community Development Director.
5. All landscape areas shall be maintained in a healthy, thriving and weed free condition.
6. The site shall be maintained in a neat and clean manner free of trash and debris.
7. All walls adjacent to public right-of-ways shall be provided with decorative treatment, subject to approval by the Community Development Director. Walls shall match or harmonize with existing sound walls of neighboring projects along that street.

F. Minimum Construction Site Management Practices

1. **(Projects involving land disturbances of less than five (5) acres)** – During

construction activities, the project sponsor shall reduce or prevent to the maximum extent practicable the direct or indirect discharge of any pollutant into the storm drain system utilizing best management practices contained in the California Storm Water Best Management Practices Handbook for Construction Activities. Construction activities include, but are not limited to: watering operations; roadwork and paving operations; concrete and painting; structure construction and painting; construction material storage and handling; construction waste/debris storage, disposal and recycling; and, construction equipment/vehicle cleaning, maintenance and fueling operations. The project sponsor is also responsible for training all contractors and subcontractors on the best management practices which are identified in the California Storm Water Best Management Practices Handbook for Construction Activities which will be available at the pre-construct meeting of the project.

Or

2. **(Projects involving land disturbances of five (5) acres or more)** – Prior to commencement of any site work that will result in a land disturbance of five acres or more, the project sponsor shall submit to the City a copy of the Notice of Intent (NOI) sent to the State Water Resources Control Board and the Storm water Pollution Prevention Plan (SWPPP) prepared for the project, as required by the State's General Construction Activity Permit.
3. All storm drains, which serve the site, shall be protected from spills and soil runoff (from unpaved parking areas). The applicant may use "Any Source Control" BMP (Best Management Practice) as listed in the California Storm Water Best Management Practice Handbook for storm water run-off for commercial and industrial sites. Storm drains will be inspected periodically.
4. The applicant shall comply with the regulations and code requirements of other outside regulatory agencies having lawful jurisdiction and regulatory authority over the project. If required, the applicant shall be responsible to ensure that these outside, non-City agencies are supplied copies of the final building and site plans.
5. Developer shall provide written notification to adjacent property owners for any drainage work required to collect or convey storm water runoff, which may or will affect their properties
6. Developer shall underground existing and required on and off-site utilities as deemed necessary by the Public Works Department.
7. All off-site development shall comply with all applicable provisions of the Riverbank Municipal Code as determined by the City Engineer. Issuance of an encroachment permit will be required whereby specific engineering requirements will be made as conditions of approval of that permit.

TENTATIVE SUBDIVISION (PHASED) MAP

1. Applicant is responsible for street name signs in accordance with City of Riverbank Standards.
2. All subsequent maps shall plot dedication and/or the relinquishment of all affected utility easements or developer may dedicate such land and easements separately via a deed instrument approved by the City Engineer.
3. If applicable, all beneficiaries of record to sign a consent statement to record with the Final Map.
4. The subdivider of residential projects may record CC&R's at the time of recordation of the final parcel map creating the individual lots of this subdivision. The CC&R's may provide for a manager to be responsible for maintenance and repair, with each lot owner responsible for its pro rata share of the maintenance costs for any private shared facilities. The manager may be an owner, a third party manager designated by the owners, or a special purpose entity such as an owners' association. The CC&R's shall be subject to the review and approval of the City Attorney and Community Development Director prior to recordation of the final subdivision map.
5. The City of Riverbank Police Department shall have the authority to enforce the State Vehicle Code on private streets within this subdivision. This enforcement shall commence only upon receipt of a written request from the developer or individual homeowners in the subdivision. The requesting party shall pay all costs associated with posting the private streets as required by the State Vehicle Code. The Police Department shall have the authority to enforce the State Vehicle Code and all Riverbank laws on future public roads offered for dedication, but not yet accepted by the City.
6. CC&R's (Covenants, Conditions and Restrictions), if proposed, shall contain appropriate provisions for joint maintenance of any infrastructure, roadways, utilities, landscaping and irrigation as determined necessary by the City Engineer.
7. Except as shown on the approved tentative map or as modified by the conditions contained herein, all public street, public thoroughfare or public highway improvements shall be constructed consistent with the Crossroads West Specific Plan, the approved Tentative Map, and the Development Agreement. If there is no controlling standard identified in the project approval documents, the Riverbank Municipal Code and the City Engineering Department's Standard Plans and Specifications shall apply. Any adopted precise section not referenced in the prior documents shall be constructed as directed by the City Engineer.

8. Public streets and public alleys shall be irrevocably offered for dedication and improved to City standards. Street names shall be reflected on the final map and shall be approved by the Community Development Department.
9. Prior to approval of the final map the developer shall form or annex into a maintenance district, or some alternative financing mechanism acceptable to the City, for maintenance of all street lights and landscaping within or adjacent to the site.
10. In conjunction with the recordation of the map (or by separate instrument), the developer shall provide all necessary easements for streets, alleys, sewer and water facilities, utilities and drainage facilities, irrigation district facilities, fiber optics and other facilities as required by the City or serving utility.
11. The developer shall comply with Government Code Section 66436(a)(3) before approval of each final map, and shall provide "no objection" letters from the public entity or utility to the satisfaction of the City Engineer.
12. If the subdivider desires site addresses for the lots created by the subdivision, the subdivider is to furnish a true scale map to the City, with street names for all streets.
13. All new and existing utility distribution facilities, including cable television lines, within the boundaries of the residential subdivision or within any half street abutting the residential subdivision, shall be placed underground; provided, however, that all transformers, PIVs and FDCs located within and/or serving any portion of the commercial property may, at developer's discretion, be placed above ground provided the landscaping plans provide adequate screening as determined by the Community Development Director. The subdivider is responsible for complying with the requirements of this condition, and shall make the necessary arrangements with each of the serving utilities, including licensed cable television operators, for the installation of such facilities.
14. The subdivider shall provide for a drainage system capable of handling and disposing of all surface water originating within the subdivision and all surface water that may flow onto the subdivision from adjacent lands. Said drainage system shall include any easements and structures required by the City Engineer to properly handle the drainage, and shall be designed so as to prevent excessive ponding of surface water that would create a public health hazard or nuisance.
15. Notwithstanding any grading/elevations that are shown on the tentative map, or the provisions of the City of Riverbank Municipal Code, approval of this tentative map does not authorize the issuance of any grading permits.
16. The subdivider shall deposit with the City the required fees at the time the lot grading plan or improvement is submitted. The deposit will be made with whichever plan is first submitted. Said deposit shall be used to cover the cost of site inspection by the

City to determine whether any geologic hazard exists and, if such is found, to review the geologic report prepared by the developer's engineering geologist. The developer shall reimburse the Department of Development Services for any cost in excess of the deposit prior to recording the Final Map. Any unused portion of the deposit will be refunded.

FINAL MAP RECORDATION

- 1) The Final Map shall show the dedication of all on-site drainage easements, including easements for access thereto, and show monumentation for such easements, as required by the City Engineer, or verify that no easements are required.
- 2) Multiple Final Maps may be filed consistent with Subdivision Map Act Section 66456.1.
- 3) The subdivider shall accomplish the following prior to approval of the Final Map by the City Council:
 - a) Provide the Department of Public Works with standard forms approved by the Community Development Director stating that the applicable agency or agencies have provided commitment to the site for such public facilities that are required for the subdivision.
 - b) Provide the City with a certification from each public utility and each public entity owning easements within the proposed subdivision stating that: (a) they have received from the developer a copy of the proposed map; (b) they object or do not object to the filing of the map without their signature; (c) in case of a street dedication affected by their existing easement, they will sign a "subordination certificate" or "joint-use certificate" on the map when required by the governing body. In addition, the sub divider shall furnish proof to the satisfaction of the City Engineer that no new encumbrances have been created that would subordinate the City's interest over areas to be dedicated for public road purposes since submittal of the Tentative Map.
 - c) Grant to the appropriate agency, by recorded document, all required offsite easements and all on-site water main easements that serve fire hydrants, or furnish a letter from said agency that none are required.
 - d) Provide the Department of Public Works with evidence that any offer of dedication or grant of right-of-way shall be free of all encumbrances or subordinated at the time of recordation of the Final Map.
 - e) If the subdivider does not have the real property rights necessary for public access or the construction of required improvements, he/she shall request the City Council to direct City staff to begin eminent domain proceedings for acquisition of said property. The developer shall agree to pay full City costs of eminent domain proceedings, including all easement costs. The developer shall also agree to construct required improvements within said easement.

- f) Pay off all existing deficit accounts associated with processing this application to the satisfaction of the City.

PRELIMINARY DEVELOPMENT PLAN

SPECIAL CONDITIONS OF APPROVAL

1. The Crossroads West Specific Plan ("CWSP") modifies the permitted use, development standards, and other regulations of the City of Riverbank Municipal Code ("Municipal Code"). In these cases, the standards and regulations provided in the CWSP supersede those in the Municipal Code. Where the CWSP is silent, regulations in the Municipal Code remain applicable. If a conflict occurs between the requirements of the CWSP and the Municipal Code, the requirements of the CWSP shall control.
2. The CWSP includes plans, standards and guidelines that supplement the City of Riverbank's adopted Standard Specifications. If a conflict occurs between the requirements of CWSP and the City of Riverbank's Standard Specifications, the requirements of the CWSP shall control.
3. Proposals to construct on a parcel of land in the Project shall be subject to staff level site plan review by the Community Development Director prior to issuance of a building permit. This review shall be limited to compliance with the Design Guidelines in Chapter 8 of the CWSP (the "Design Guidelines"). This condition shall exclude maps for residential, detached housing.
4. In any instance where there is a conflict between the CWSP (Development Standards and Design Guidelines) and City Zoning Ordinance, the CWSP shall supersede and govern development within the Project.
5. These Conditions of Approval have been drafted to apply to the current approved PDP. The PDP shows the general lot layout and access.. When an actual residential tentative map is submitted or proposed, these conditions of approval for the PDP may be modified by staff as necessary to meet their overall intent of CWSP. If a residential project is proposed that requires a new tentative map to create a residential subdivision, that map will be processed consistent with the process and requirements of the CWSP and such other applicable Municipal Code.
6. The individual tenants and/or occupants of the retail center shall have the right, at their option, to operate twenty-four (24) hours per day, seven (7) days per week, except for bars and taverns which shall be defined as uses in which more than 50% of its gross receipts are from the sale of alcohol for on-premises consumption.
7. Outside sales and/or storage of goods and merchandise shall be permitted on the sidewalks adjacent to buildings and/or in the parking areas, as long as ADA

access is provided. All storage in the parking lot shall be as required by the Community Development Director, so long as such requirements do not conflict with provisions of the CWSP.

8. Upon approval of the PDP, all future proposed entitlements, including, without limitation, development plans, site plans, and phased tentative map approvals shall be approved by the Community Development Director at a staff level and without a need for a public hearing, provided they are found by the Community Development Director to be consistent with the requirements of the CWSP and/or Development Agreement.
9. All future site plans, phased tentative maps, and/or development applications shall be reviewed by the Community Development Director for consistency with the applicable provisions of the CWSP, including, without limitation the following matters: (a) architectural design of buildings, (b) landscaping designs, (c) circulation and parking layout, (d) phasing of infrastructure improvements, and (e) signage requirements. If the Development Director finds such future entitlements to be substantially consistent with the CWSP, then the application shall be approved at staff level. Any item deemed not to be in substantial compliance with the CWSP shall be referred to the Planning Commission for approval. Any appeal of the Planning Commission decision shall be heard by City Council.
10. Outdoor seating and dining in the common areas of the Project shall be permitted. Additionally, outdoor plazas shall be permitted and encouraged.
11. The operation of drive-thru uses 24 hours per day, seven (7) days per week are permitted within the Project subject to meeting the applicable Design Guidelines in Chapter 8 of the CWSP, provided the drive-thru has an adequate buffer if proposed adjacent to residential uses.
12. The Project conceptual design set forth in the CWSP is approved. Further, any future design review shall be conducted at a staff level and such design review shall relate only to the visual appearance of the buildings taking into account items such as colors, materials and various finishes of the individual buildings screening and consistency with the Design Guidelines as set forth in Chapter 8 of the CWSP. The Design Review shall be limited to only those items set forth in the CWSP. Design Review shall not include and/or relate to any matters concerning the use and/or operation of any tenant.
13. Sit down restaurant and quick service food tenants shall be permitted to sell alcoholic beverages for on and off premises consumption as a part of their operation as a food service business where such alcohol sale licenses have been approved by Planning Commission.

14. The PDP shall be valid for from the date of approval of the PDP through the term of the DA, and shall be considered vested with construction of substantial improvements on or offsite of the Project in support of the approved Project. Substantial improvements shall mean on and/or offsite improvements which cost in the aggregate in excess of \$250,000 or more.
15. Storm drain fees for the Project are not applicable, as Developer will be constructing a storm drain facility at the Project.
16. Once a tentative map is approved, the lots and circulation may be changed to allow for a senior or age-restricted gated community with private streets, subject to the following conditions:
 - a. Two points of access are provided;
 - b. Roadways serving the adjacent subdivisions may be modified in a way that adequate circulation can still be provided;
 - c. An approximately 20% increase in the approved lots may be proposed within any area of the approved PDP and be found consistent with the PDP and Tentative Map, so long as the total number of lots provided by the Crossroads West Specific Plan and EIR will not be exceeded;
 - d. The private streets meet the Crossroads West Specific Plan standards;
 - e. CC&R's are prepared and recorded at the time of recordation of the final parcel map creating the individual lots of this subdivision. The CC&R's create a Homeowner's Association (HOA) and provide for a manager to be responsible for maintenance and repair, with each lot owner responsible for its pro rata share of the maintenance costs for any private shared facilities. The manager may be an owner, a third party manager designated by the owners, or a special purpose entity such as an owners' association. The CC&R's shall be subject to the review and approval of the City Attorney and Community Development Director prior to recordation of the final parcel map; and,
 - f. CC&R's (Covenants, Conditions and Restrictions), if proposed, shall contain appropriate provisions for joint maintenance of any infrastructure, roadways, utilities, landscaping and irrigation as determined necessary by the City Engineer.
17. The City of Riverbank Police Department shall have the authority to enforce the State Vehicle Code on private streets within this subdivision. This enforcement shall commence only upon receipt of a written request from the developer or individual homeowners in the subdivision. The requesting party shall pay all costs associated with posting the private streets as required by the State Vehicle Code. The Police Department shall have the authority to enforce the State Vehicle Code and all Riverbank laws on future public roads offered for dedication, but not yet accepted by the City.

EXHIBIT F-1
Master Tentative Large Lot Subdivision Map – Machado Properties

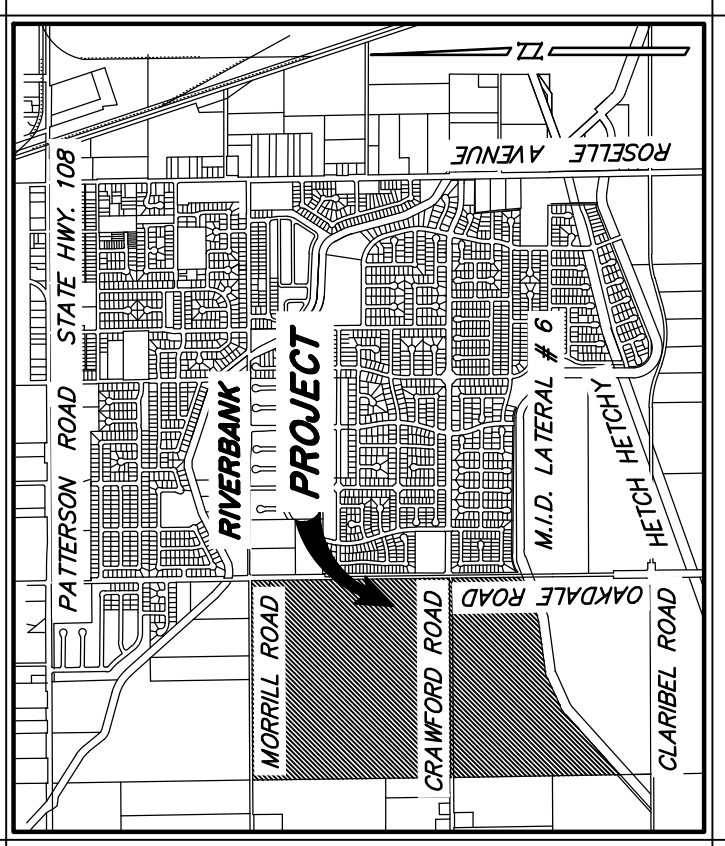
CROSSROADS WEST
MACHADO FAMILY PROPERTY
TENTATIVE SUBDIVISION MAP

RIVERBANK, CALIFORNIA
BEING A PORTION OF SOUTH 1/2 OF SECTION 27,
TOWNSHIP 5 SOUTH, RANGE 10 EAST, MOUNT DIABLO MERIDIAN
COUNTY OF STANISLAUS, STATE OF CALIFORNIA

LEGEND

- EXISTING CONTOURS (MAJOR)
- EXISTING CONTOURS (MINOR)
- EXISTING EASEMENTS
- EXISTING PARCEL LINES
- EXISTING WATER LINE
- EXISTING STORM LINE
- EXISTING SEWER LINE
- EXISTING OVERHEAD LINE
- EXISTING GAS LINE
- EXISTING BARBED WIRE FENCE
- EXISTING JOINT POLE
- EXISTING FIRE HYDRANT
- EXISTING TREE
- EXISTING STRUCTURE (AS NOTED)

- PROPOSED RIGHT-OF-WAY ABANDONMENT
- PROJECT BOUNDARY LINE
- ACRES
- ASSESSOR'S PARCEL NUMBER



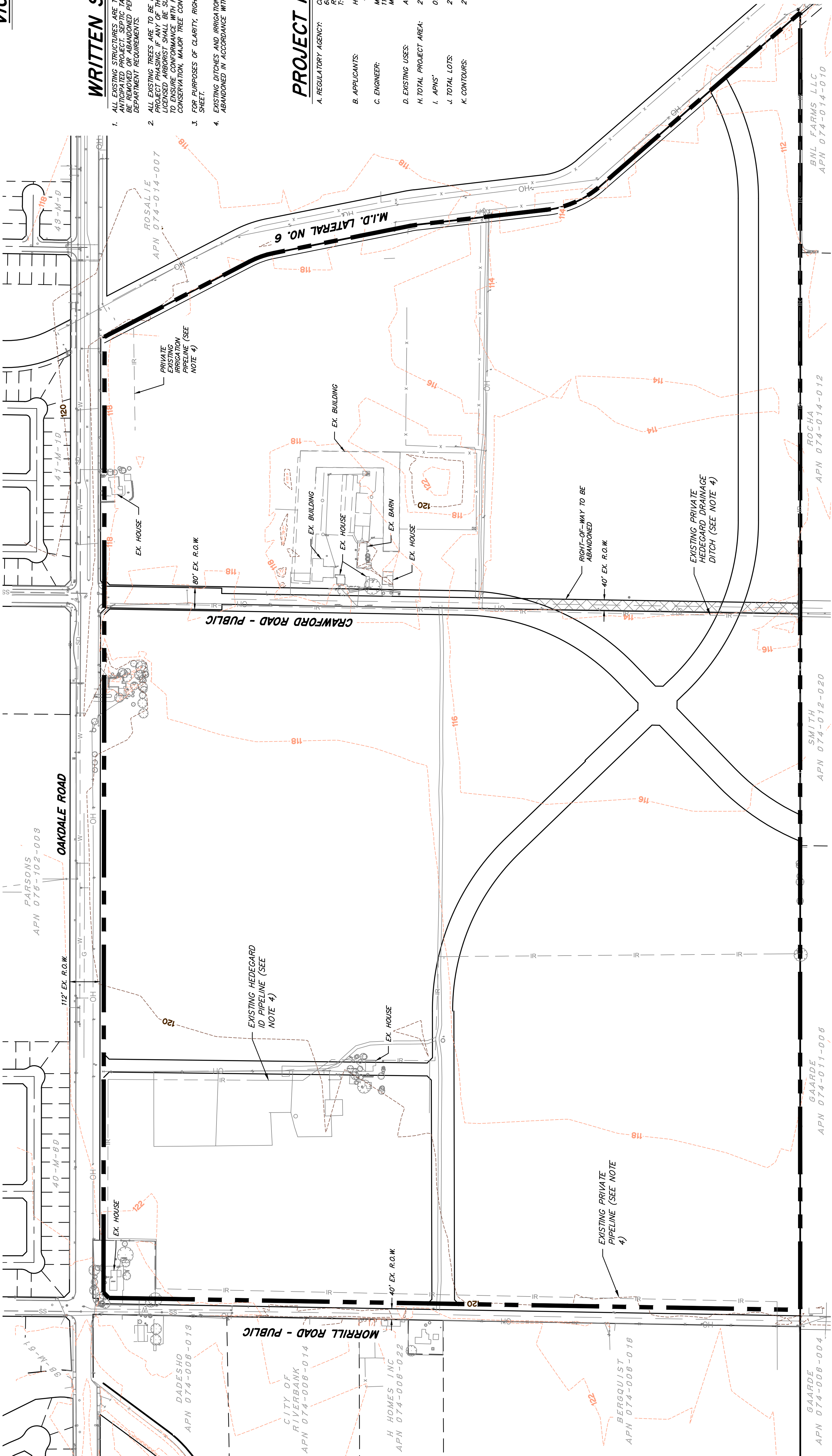
VICINITY MAP
NTS

WRITTEN STATEMENTS

- ALL EXISTING STRUCTURES ARE TO BE REMOVED IN CONJUNCTION WITH ANTICIPATED PROJECT, SEPTIC TANKS, LEACH FIELDS, AND WELLS ON SITE WILL BE REMOVED OR ABANDONED PER THE CITY OF RIVERBANK AND HEALTH DEPARTMENT REQUIREMENTS.
- ALL EXISTING TREES ARE TO BE REMOVED IN CONJUNCTION WITH ANTICIPATED PROJECT PHASING. IF ANY OF THE TREES ARE OAK, AN ASSESSMENT BY A TREE CLIMBER SHALL BE CONDUCTED TO DETERMINE THE HEALTH OF THE TREE TO ENSURE CONFORMANCE WITH RMC 156.12 (D)(1) OAK AND LANDMARK TREE CONSERVATION, MAJOR TREE CONSERVATION PERMIT.
- FOR PURPOSES OF CLARITY, RIGHT-OF-WAY ABANDONMENT SHOWN ON THIS SHEET.
- EXISTING DITCHES AND IRRIGATION PIPELINES TO BE RELOCATED, REMOVED OR ABANDONED IN ACCORDANCE WITH ALLD REQUIREMENTS.

PROJECT INFORMATION

- A. REGULATORY AGENCY: CITY OF RIVERBANK, RIVERBANK, CA 95367, T: 209-863-7124
- B. APPLICANTS: HIGH, PARSONS, ALEXANDER, HENSELEY, AND MACHADO FAMILIES
- C. ENGINEER: MVE, INC., 1117 L STREET, MODESTO, CA 95354
- D. EXISTING USES: AGRICULTURE
- E. TOTAL PROJECT AREA: 242± ACRES
- F. APNS: 074-011-004,009 AND 074-014-008
- G. TOTAL LOTS: 24
- H. CONTOURS: 2 FOOT INTERVALS



EXISTING CONDITION

SCALE=1"=200'

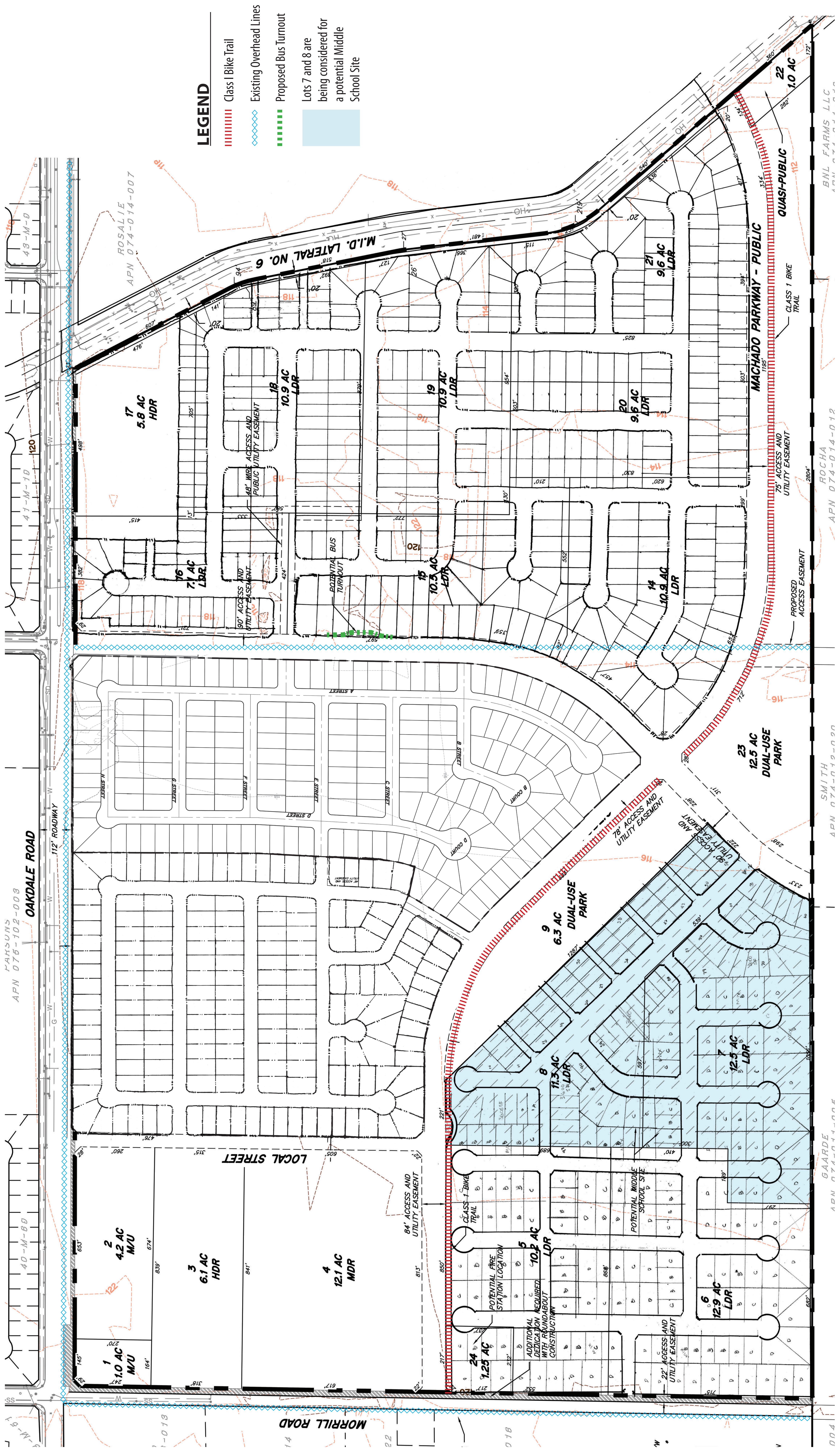
MVE Inc.
1117 L Street, Modesto, CA 95354 | 866.526.4214 | www.mve.net
Northern California | Southern California | Nevada

REVISIONS		
NO.	DATE	ISSUED FOR BY

Drawn By:	RAM
Issue Date:	06/04/19
Job No.:	06239
Checked:	ST/DAM
Design By:	RAM

CROSSROADS WEST
MACHADO FAMILY PROPERTY
TENTATIVE SUBDIVISION MAP
BEING A PORTION OF SOUTH 1/2 OF SECTION 27,
TOWNSHIP 5 SOUTH, RANGE 10 EAST, MOUNT DIABLO MERIDIAN
COUNTY OF STANISLAUS, STATE OF CALIFORNIA
RIVERBANK

DWG. TM1
SHEET 1 OF 2



LEGEND

- Class I Bike Trail
- Existing Overhead Lines
- Proposed Bus Turnout
- Lots 7 and 8 are being considered for a potential Middle School Site



4.23.2019

MVE Inc.
1117 L Street
Modesto, CA 95354
866.526.4214
www.mve.net

**PRELIMINARY DEVELOPMENT PLAN (MACHADO FAMILY)
LARGE LOT OVERLAY EXHIBIT**
Riverbank, California

CROSSROADS WEST
DEVELOPER GROUP

Project Management • Civil/Structural Engineering • Urban Design • Land Planning • Entitlements • Right-of-Way/Permitting • Surveying • Construction Staking • Graphics
Providing services in California and Nevada.

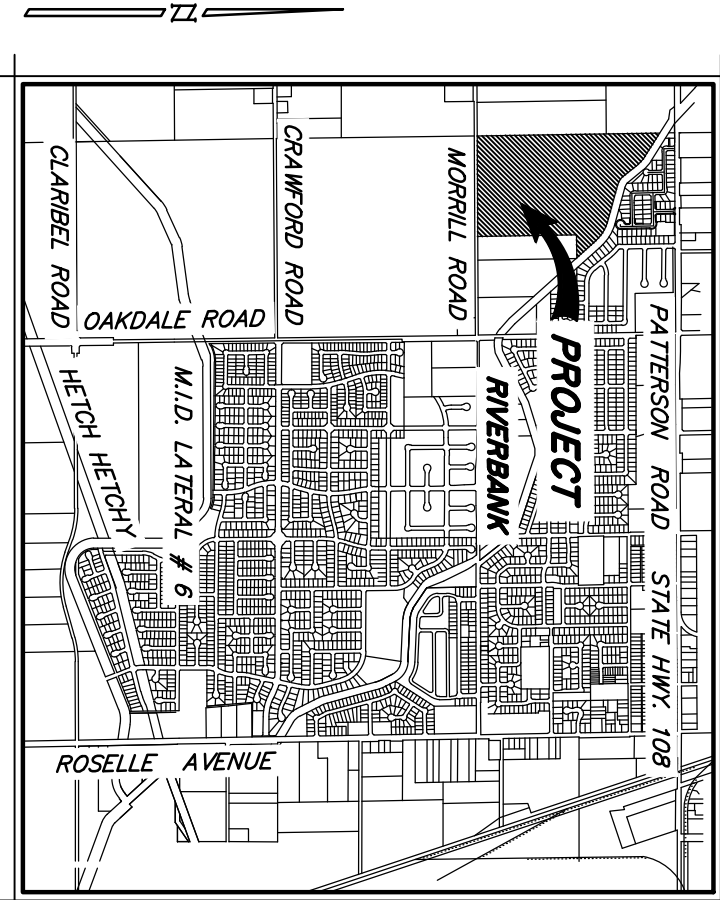
EXHIBIT F-2
Master Tentative Large Lot Subdivision Map – Harrigfeld Properties

CROSSROADS WEST

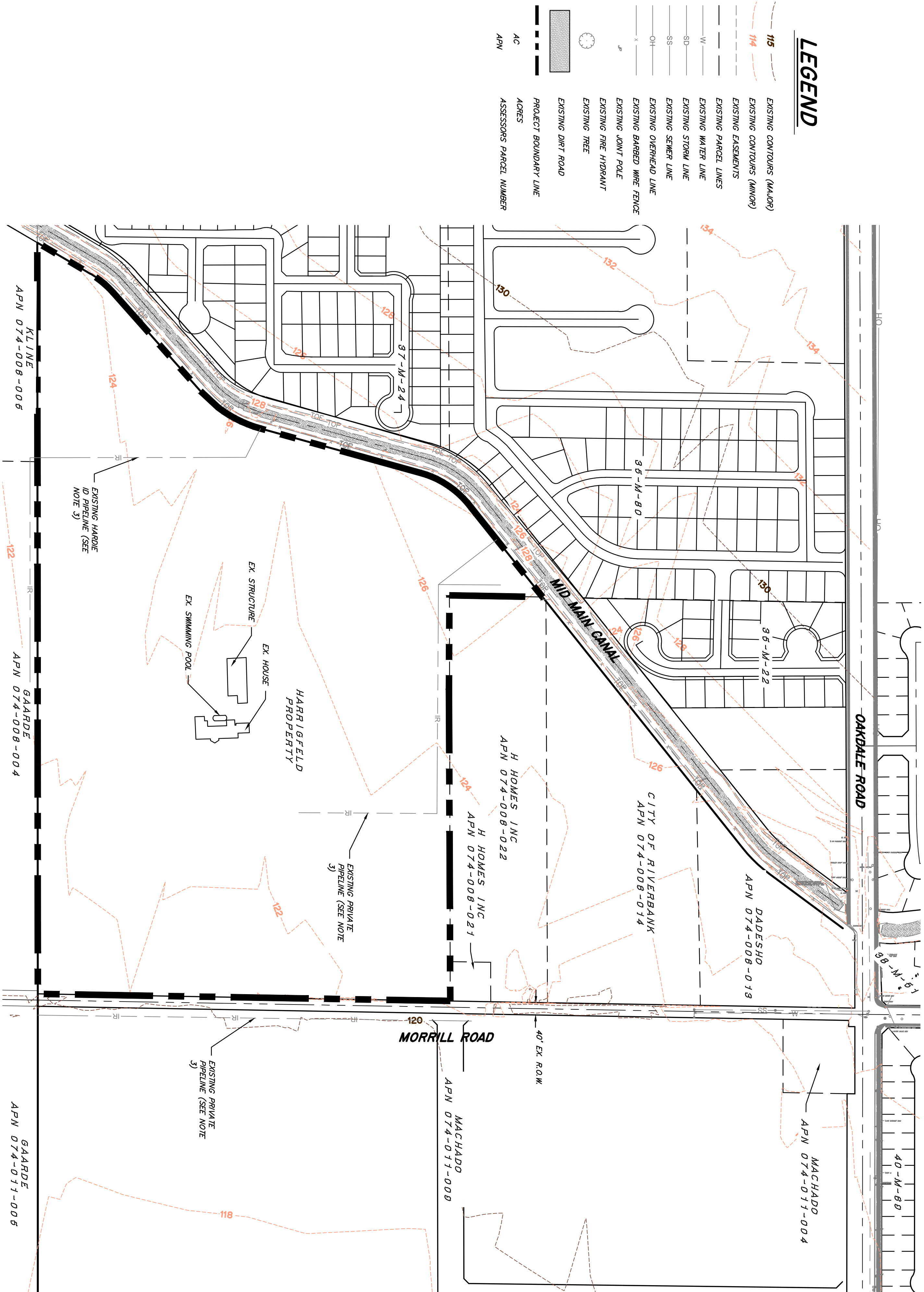
HARRIGFELD FAMILY PROPERTY

TENTATIVE PARCEL MAP RIVERBANK, CALIFORNIA

BEING A PORTION OF SOUTH HALF OF SECTION 27,
TOWNSHIP 2 SOUTH, RANGE 9 EAST, MOUNT DIABLO MERIDIAN
COUNTY OF STANISLAUS, STATE OF CALIFORNIA

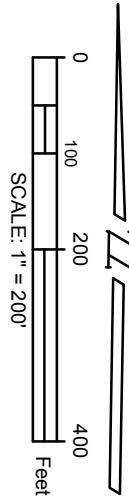


VICINITY MAP
NTS



LEGEND

- 115 EXISTING CONTOURS (MAJOR)
- 114 EXISTING CONTOURS (MINOR)
- EXISTING EASEMENTS
- EXISTING PARCEL LINES
- W EXISTING WATER LINE
- SD EXISTING STORM LINE
- SS EXISTING SEWER LINE
- OH EXISTING OVERHEAD LINE
- EXISTING BARBED WIRE FENCE
- EXISTING JOINT POLE
- EXISTING FIRE HYDRANT
- EXISTING TREE
- EXISTING DIRT ROAD
- PROJECT BOUNDARY LINE
- AC ACRES
- APN ASSESSORS PARCEL NUMBER



WRITTEN STATEMENTS

- ALL EXISTING STRUCTURES ARE TO BE REMOVED IN CONJUNCTION WITH THE PROJECT. THE REMOVAL OF EXISTING STRUCTURES SHALL BE IN ACCORDANCE WITH THE CITY OF RIVERBANK AND HEALTH DEPARTMENT REQUIREMENTS.
- ALL EXISTING TREES ARE TO BE REMOVED IN CONJUNCTION WITH ANTICIPATED PROJECT PHASING. IF ANY OF THE TREES ARE OAK, AN ASSESSMENT BY A LICENSED ARBORIST SHALL BE SUBMITTED, LISTING AND DISCUSSING EACH TREE TO ENSURE COMPLIANCE WITH MAC 12612 (OAK) OAK AND LANDMARK TREE CONSERVATION (LAND) TREE CONSERVATION PERMITS.
- EXISTING DITCHES AND IRRIGATION PRELINES TO BE RELOCATED, REMOVED OR ABANDONED IN ACCORDANCE WITH WILD REQUIREMENTS.

PROJECT INFORMATION

- A. REGULATORY AGENCY: CITY OF RIVERBANK, 6617 THIRD STREET, RIVERBANK, CA 95367, I. 209-863-2114
- B. OWNER/APPLICANT: JOHN A. HARRIGFELD TRUST, 1901 MORRILL ROAD, MODESTO, CA 95357
- C. PROPERTY APN: 074-006-016
- D. ENGINEER: MVE INC., 1117 L STREET, MODESTO, CA 95354, I: 209-526-4214
- E. EXISTING LAND USE: AGRICULTURE
- F. EXISTING ZONING: SP-4LDR
- G. TOTAL PROJECT AREA: 60± ACRES
- H. TOTAL LOTS: 4
- I. CONTOURS: 2 FOOT INTERVALS

EXISTING CONDITION

REVISIONS		
Drawn By	TL	NO.
Issue Date:	06/04/19	
Job No.:	06239	
Checked:	DAM	
Design By:	RAM	

MVE

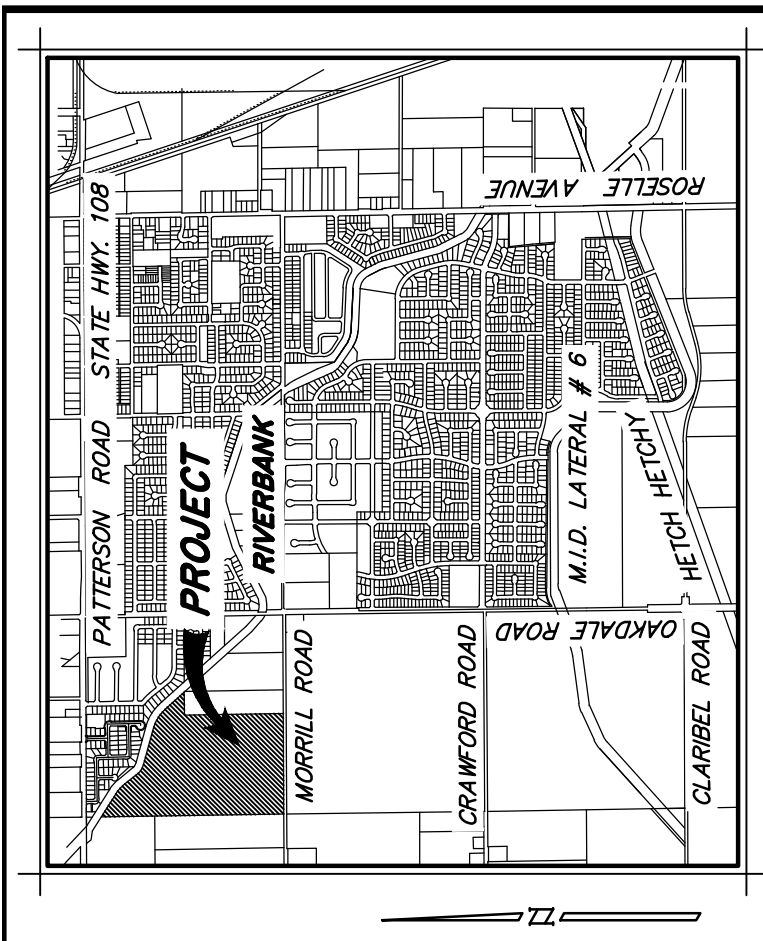
MVE Inc.

1117 L Street, Modesto, CA 95354 | 866.526.4214 | www.mve.net

Northern California | Southern California | Nevada

06/04/2019

CROSSROADS WEST HARRIGFELD FAMILY PROPERTY TENTATIVE PARCEL MAP	
BEING A PORTION OF SOUTH HALF OF SECTION 27, TOWNSHIP 2 SOUTH, RANGE 9 EAST, MOUNT DIABLO MERIDIAN COUNTY OF STANISLAUS, STATE OF CALIFORNIA	DWG. TMT1 SHEET 1 OF 2

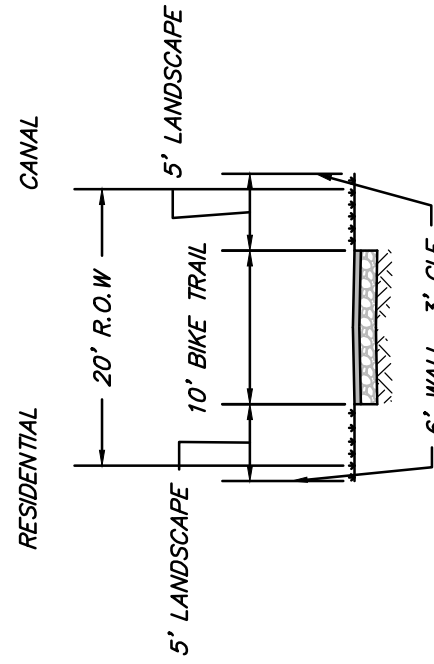


VICINITY MAP

NTS

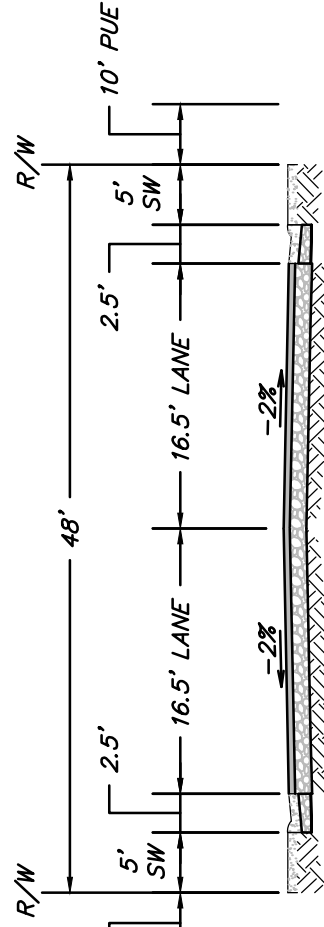
WRITTEN STATEMENTS

- THIS TENTATIVE MAP CONTAINS 4 LARGE LOTS AND IS PLANNED FOR BULK PROPERTY SALE. NO DEVELOPMENT IS PROPOSED WITH THIS MAP AND SUBSEQUENT TENTATIVE SUBDIVISION MAPS WILL BE REQUIRED.
- A 20' WIDE CLASS 1 BIKE TRAIL ON THE SOUTH SIDE OF THE M.I.D. MAIN CANAL TO BE DEDICATED TO THE CITY OF RIVERBANK.
- EXISTING ZONING: SP-4
- THE PROPOSED LAN USE OF ALL THE LOTS ARE DESIGNATED ON THE MAP AND ARE CONSISTENT WITH THE CROSSROADS WEST SPECIFIC PLAN.
- UTILITIES:
WATER SYSTEM - CITY OF RIVERBANK
SEWER SYSTEM - CITY OF RIVERBANK
STORM DRAINAGE - CITY OF RIVERBANK
GAS - PG&E
ELECTRIC - PG&E/MID
TELEPHONE - SBC
SCHOOL DISTRICT - SALVIAN SCHOOL DISTRICT - GRADES K-8 AND MODESTO HIGH SCHOOL DISTRICT - GRADES 9-12
- METHODS AND TECHNIQUES OF EROSION CONTROL METHODS, NO IMPROVEMENTS ARE PLANNED WITH THIS MAP. THEREFORE NO EROSION CONTROL METHODS ARE PROPOSED AT THIS TIME.
- ALL REPORTS AND STUDIES COMPLETED FOR THE ENTIRE SPECIFIC PLAN AREA ARE INCLUDED WITHIN THE DRAFT ENVIRONMENTAL IMPACT REPORT FROM THE CMSP(SCH.2017032062).
- THERE ARE NO PROPOSED AREAS TO BE OWNED IN COMMON
- NO LANDSCAPING OR SOUND WALLS ARE PROPOSED AT THIS TIME
- THERE IS NO PLANNED ORGANIZATION OR ENTITY FOR THE PURPOSE OF FINANCING IMPROVEMENTS OR THE MAINTENANCE OF IMPROVEMENT
- NO OFF-SITE IMPROVEMENTS ARE PROPOSED AT THIS TIME
- NO PROVISIONS ARE MADE FOR SOLAR ACCESS AT THIS TIME
- THE SUBDIVIDER HERBY RESERVES THE RIGHT TO FILE "MULTIPLE SUBDIVISION MAPS" AS SET FORTH BY THE SUBDIVISION MAP ACT, ARTICLE 4, SECTION 66456.1.
- PROPOSED STREET CROSS-SECTIONS ARE SHOWN FOR INFORMATION. PROPOSED ACCESS AND UTILITY EASEMENTS ARE PROVIDED CONSISTENT WITH THE CMSP AND THE PROPOSED CROSS-SECTIONS.
- TWO POSSIBLE SCHOOL SITE LOCATIONS ARE IDENTIFIED WITHIN THE CROSSROADS WEST SPECIFIC PLAN TO BE LOCATED WITHIN THE OVERALL PLAN AREA.
- EXISTING OVER HEAD UTILITY LINES TO BE RELOCATED AND/OR UNDERGROUND PER AGENCY AND UTILITY REQUIREMENTS.
- A 10' PUBLIC UTILITY EASEMENT (PUE) WILL BE PROVIDED IN ALL LOCATIONS WHERE A WALL CONDITION DOES NOT EXIST. WHERE THE WALL CONDITION OCCURS PROPOSED UTILITIES WILL BE INSTALLED WITHIN THE PUBLIC RIGHT-OF-WAY.



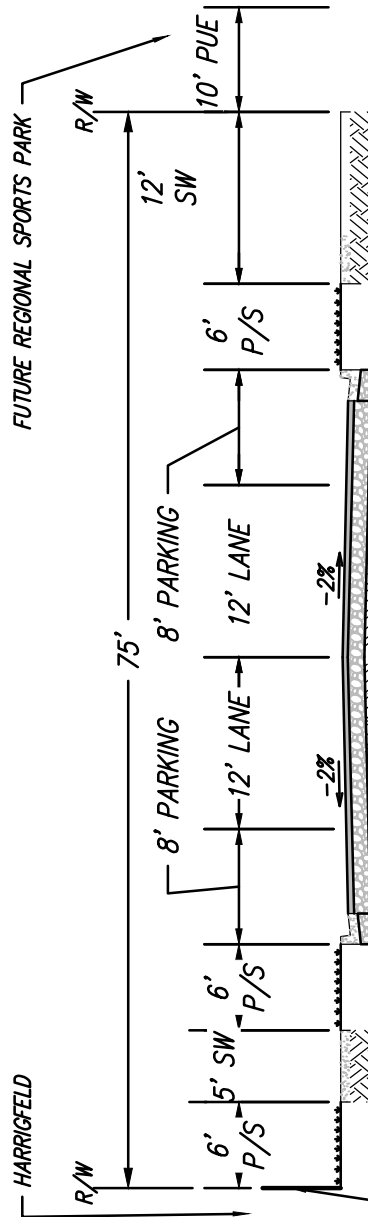
20' CLASS 1 BIKE TRAIL

NTS



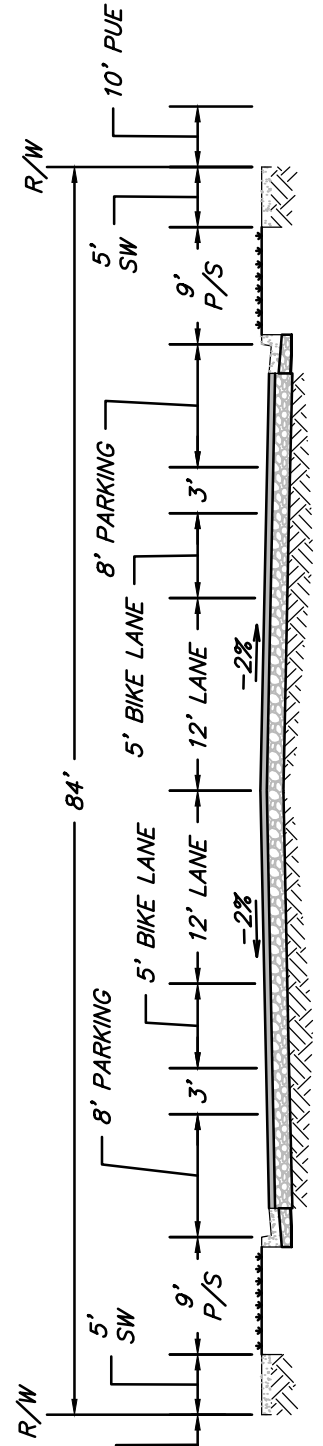
FUTURE 48' LOCAL STREET

NTS



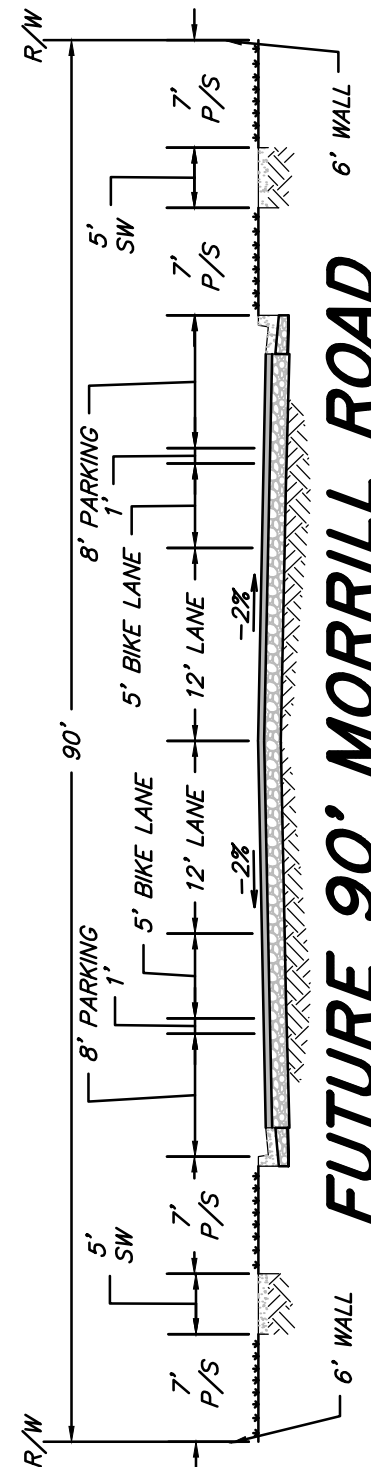
FUTURE ROADWAY

NTS



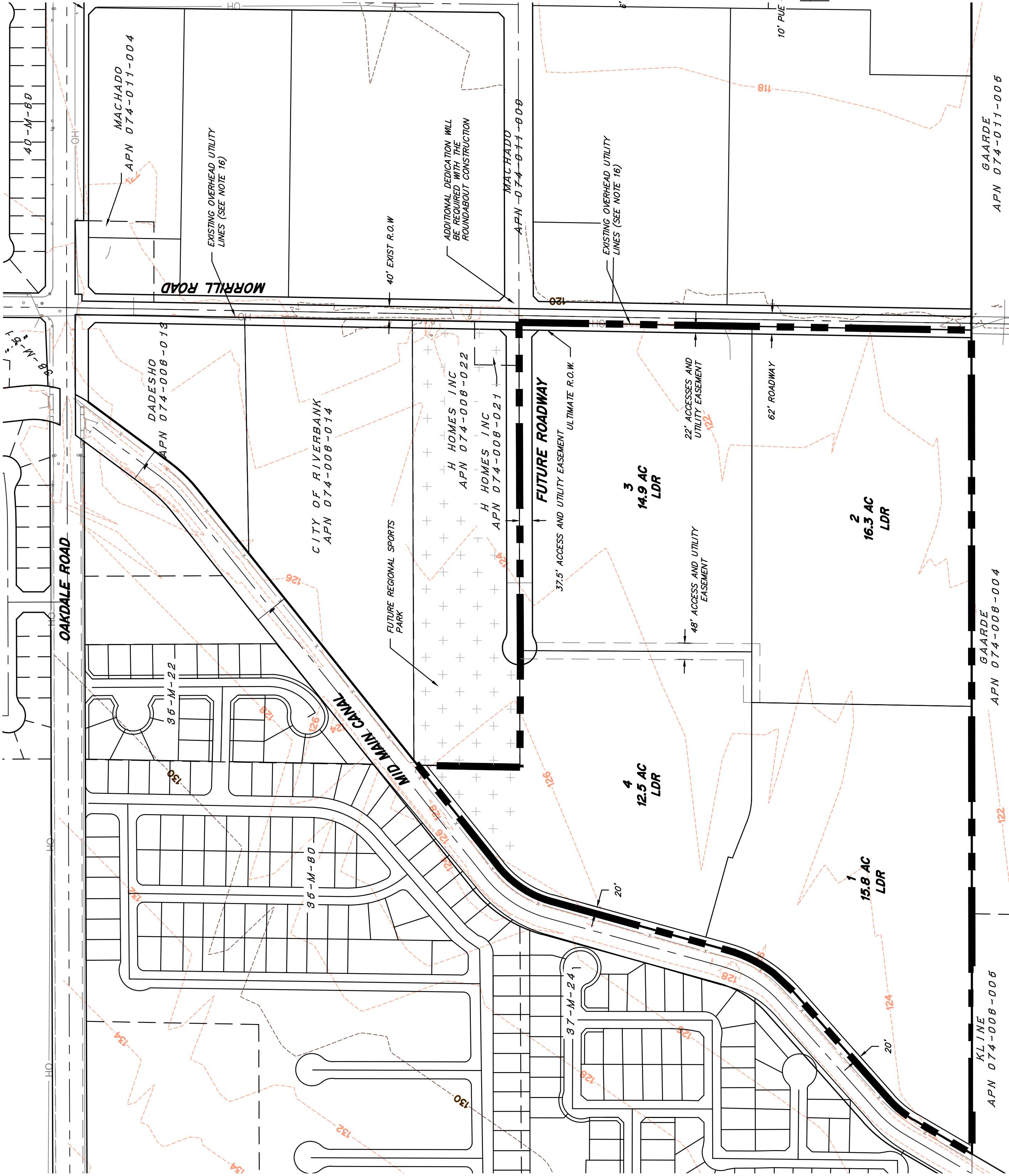
FUTURE 84' MORRILL ROAD

NTS



FUTURE 90' MORRILL ROAD

NTS



PROPOSED CONDITION

LEGEND

- 115 EXISTING CONTOURS (MAJOR)
- 114 EXISTING CONTOURS (MINOR)
- EXISTING EASEMENTS
- EXISTING PARCEL LINES
- EXISTING WATER LINE
- EXISTING STORM LINE
- EXISTING SEWER LINE
- EXISTING OVERHEAD LINE
- EXISTING BARBED WIRE FENCE
- EXISTING JOINT POLE
- EXISTING FIRE HYDRANT
- EXISTING TREE
- EXISTING DIRT ROAD
- FUTURE REGIONAL SPORTS PARK
- PROPOSED WATER LINE
- PROPOSED SEWER LINE
- PROPOSED STORM LINE
- PROPOSED FORCE MAIN
- PROPOSED STORM MANHOLE
- PROPOSED SEWER MANHOLE
- PROPOSED EASEMENTS
- PROPOSED LOT LINES
- PROJECT BOUNDARY LINE
- ACCESS/UTILITY EASEMENT
- ACRES
- ASSESSORS PARCEL NUMBER
- LOW-DENSITY RESIDENTIAL
- MEDIUM-DENSITY RESIDENTIAL
- HIGH-DENSITY RESIDENTIAL
- MAKED USE

CROSSROADS WEST HARRIGFELD FAMILY PROPERTY TENTATIVE PARCEL MAP				DWG. TM2	
BEING A PORTION OF SOUTH HALF OF SECTION 27, TOWNSHIP 2 SOUTH, RANGE 9 EAST, MOUNT DIABLO MERIDIAN COUNTY OF STANISLAUS, STATE OF CALIFORNIA				SHEET 2	
1117 L Street, Modesto, CA 95354 866.526.4214 www.mve.net Northern California Southern California Nevada				CALIFORNIA OF 2	
Drawn By: TL Issue Date: 06/04/19 Job No.: 06239 Checked: ST/DAM Design By: RAM				REVISIONS NO. DATE ISSUED FOR BY	
				06/04/2019	

Site Summary

Total Acreage: 59.2 acres (excluding 1.3 acres for Regional Sports Park)
Density: 5 lots/acre
Total Lots: 295
Lot Size: 50'x100'
Corner Lot: 55'x100'
Park Size: 3 acres
Interior Road Width: 48'

Note: Utility Connection Points to be at Morrill Road.



1117 L Street
Modesto, CA 95354
866.526.4214
www.mve.net

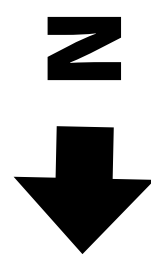
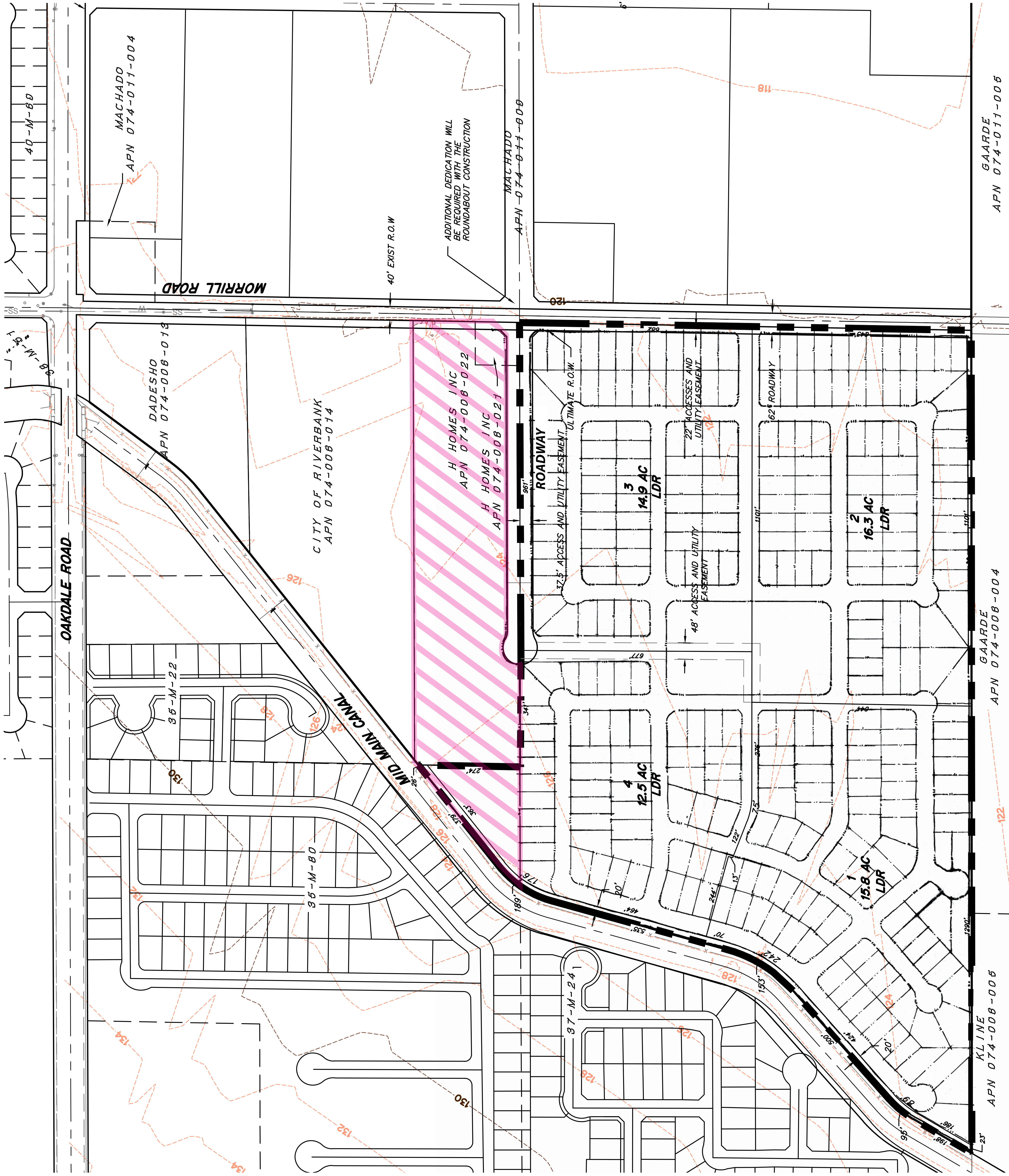
PRELIMINARY DEVELOPMENT PLAN FOR LDR1 (HARRIGFELD FAMILY)
Riverbank, California

CROSSROADS WEST
DEVELOPER GROUP

LEGEND



Future Regional Sports Park



MVE Inc.
1117 L Street
Modesto, CA 95354
866.526.4214
www.mve.net

6.3.2019

PRELIMINARY DEVELOPMENT PLAN FOR LDR1 (HARRIGFELD FAMILY)
LARGE LOT OVERLAY EXHIBIT
Riverbank, California

CROSSROADS WEST
DEVELOPER GROUP

Project Management • Civil/Structural Engineering • Urban Design • Land Planning • Entitlements • Right-of-Way/Permitting • Surveying • Construction Staking • Graphics
Providing services in California and Nevada.

EXHIBIT F-3
First Vesting Tentative Subdivision Map – Machado Properties

CROSSROADS WEST MACHADO FAMILY PROPERTY TENTATIVE SUBDIVISION MAP

RIVERBANK, CALIFORNIA
BEING A PORTION OF NORTH 1/2 OF SECTION 34,
TOWNSHIP 2 SOUTH, RANGE 9 EAST,
MOUNT DIABLO BASE AND MERIDIAN (M.D.B.&M.)
COUNTY OF STANISLAUS, STATE OF CALIFORNIA

PARCEL 10
(SEE NOTE 12 TYP.)

PARCEL 11

LEGEND

- EXISTING CONTOURS (MAJOR)
- EXISTING CONTOURS (MINOR)
- EXISTING EASEMENTS
- EXISTING PARCEL LINES
- EXISTING WATER LINE
- EXISTING STORM LINE
- EXISTING SEWER LINE
- EXISTING OVERHEAD LINE
- EXISTING GAS LINE
- PROPOSED EASEMENTS
- PROPOSED LOT LINES
- PROJECT BOUNDARY
- PROPOSED SEWER PIPE
- PROPOSED STORM DRAIN PIPE
- PROPOSED STORM DRAIN OUTLET STRUCTURE
- PROPOSED WATER PIPE
- PROPOSED WATER VALVE
- PROPOSED STORM DRAIN MANHOLE
- PROPOSED STORM DRAIN INLET MANHOLE
- PROPOSED SANITARY SEWER MANHOLE
- EXISTING SANITARY SEWER MANHOLE
- EXISTING STORM DRAIN MANHOLE
- EXISTING WATER VALVE

VICINITY MAP

WRITTEN STATEMENTS

- EXISTING ZONING: LOW DENSITY RESIDENTIAL (LDR)(CROSSROADS WEST SPECIFIC PLAN(CMSP)). GENERAL PLAN DESIGNATION: CMSP
- LOTS 1-182 ARE PROPOSED FOR SINGLE FAMILY RESIDENTIAL USES. ONE LOT IS PROPOSED FOR A TEMPORARY STORM DRAIN BASIN WITHIN THE ULTIMATE DUAL USE PARK/BASIN FACILITY THAT WILL ULTIMATELY BE DEDICATED TO THE CITY.
- UTILITIES:
 - WATER SYSTEM - CITY OF RIVERBANK
 - SANITARY SYSTEM - CITY OF RIVERBANK
 - STORM DRAINAGE - CITY OF RIVERBANK
 - ELECTRIC - PG&E/MD
 - TELEPHONE - SBC
 - SCHOOL DISTRICT - STANISLAUS SCHOOL DISTRICT - GRADES K-8 AND MODESTO HIGH SCHOOL DISTRICT - GRADES 9-12.
- TEMPORARY EROSION CONTROL:

FOR THE SUBDIVISION PORTION OF THE PROJECT, WATERING TRUCKS, PHASING OF DEVELOPMENT TO MINIMIZE DISTURBED AREAS AND HYDROSEEDING OF DISTURBED AREAS NO LONGER ACTIVE.

TEMPORARY EROSION CONTROL FOR BASIN:
HYDROSEEDING AFTER BASIN EXCAVATION.
PERMANENT EROSION CONTROL FOR SUBDIVISION
TYPICALLY RESIDENTIAL LANDSCAPING OF FERTIGIOUS AREAS.

PERMANENT EROSION CONTROL FOR DUAL USE PARK/BASIN AT ULTIMATE BUILDOUT: GENERAL PARK LANDSCAPING.
- ALL REPORTS AND STUDIES COMPLETED FOR THE ENTIRE SPECIFIC PLAN AREA ARE INCLUDED WITHIN THE DRAFT ENVIRONMENTAL IMPACT REPORT FOR THE CMSP (SCH-20170320262).
- THERE ARE NO PROPOSED AREAS TO BE OWNED IN COMMON.
- 6" SOUND WALLS ARE PROPOSED ALONG THE WEST SIDE OF OAKDALE ROAD, THE NORTH SIDE OF CRAWFORD ROAD AND ALONG THE EAST SIDE OF MACHADO PARKWAY. THE NORTH SIDE OF CRAWFORD ROAD AND THE EAST SIDE OF MACHADO PARKWAY WILL BE A MAINTENANCE COMMUNITY FACILITIES DISTRICT (CMF) WILL BE CREATED FOR THE PROJECT TO OPERATE AND MAINTAIN FACILITIES INCLUDING AREAS, WALLS, STORM DRAINAGE SYSTEMS, STREET MAINTENANCE AS WELL PROVIDE FUNDING FOR POLICE PROTECTION.
- FINANCING STRATEGIES TO BE CONSISTENT WITH CHAPTER 9 OF THE CMSP.
- PLANNED IMPROVEMENTS TO CRAWFORD ROAD AND MACHADO PARKWAY ARE PROPOSED TO BE COMPLETED BY THE CITY OF RIVERBANK OFF-STR SANITARY SEWER IMPROVEMENTS TO BE INSTALLED CONSISTENT WITH THE DEVELOPMENT AGREEMENT FOR THE PROPERTY.
- SOLAR ACCESS SHALL BE CONSISTENT WITH CALIFORNIA GREEN BUILDING STANDARDS CODE (CALIFORNIA CODE OF REGULATIONS, TITLE 24 PART 11).
- THE SUBDIVIDER HEREBY RESERVES THE RIGHT TO FILE "MULTIPLE SUBDIVISION MAPS" AS SET FORTH BY THE SUBDIVISION MAP ACT, ARTICLE 4 SECTION 68456.1.
- PARCEL REFERENCE CORRESPONDS TO THE LARGE LOT TENTATIVE MAP APPLICATION BEING CONSIDERED CONCURRENTLY WITH THIS APPLICATION.
- EXISTING DITCHES AND IRRIGATION PIPELINES TO BE RELOCATED, REMOVED OR ABANDONED IN ACCORDANCE WITH M.I.D. REQUIREMENTS.
- TWO POSSIBLE SCHOOL SITE LOCATIONS ARE IDENTIFIED WITHIN THE CROSSROADS WEST SPECIFIC PLAN TO BE LOCATED WITHIN THE OVERALL PLAN AREA.
- EXISTING OVERHEAD UTILITY LINES TO BE RELOCATED AND/OR UNDERGROUND PER AGENCY AND UTILITY REQUIREMENT
- A 10' PUBLIC UTILITY EASEMENT (PUE) WILL BE PROVIDED IN ALL LOCATIONS WHERE THE PROPOSED DEVELOPMENT OCCURS PROPOSED UTILITIES WILL BE INSTALLED WITHIN THE PUBLIC RIGHT-OF-WAY

PROJECT INFORMATION

- A. REGULATORY AGENCY:
CITY OF RIVERBANK
6617 THIRD STREET
RIVERBANK, CA 95367
T. 209-865-7121
- B. APPLICANTS/OWNERS:
MACHADO, ALEXANDER, HIGH, AND PARSONS FAMILIES, ET AL.
- C. ENGINEER:
MVE, INC.
11725 STREET
RIVERBANK, CA 95354
T. 209-526-4214
- D. EXISTING USE:
AGRICULTURE
- E. SITE ADDRESS:
5525 OAKDALE ROAD MODESTO CA 95350
- F. TOTAL PROJECT AREA:
28.94 ACRE
- G. ASSESSOR'S PARCEL NUMBER:
074-011-009 (PORTION OF)
- I. NUMBER OF RESIDENTIAL LOTS:
181
- J. CONTOURS:
2 FOOT INTERVALS

CROSSROADS WEST

MACHADO FAMILY PROPERTY

TENTATIVE SUBDIVISION MAP

BEING A PORTION OF NORTH 1/2 OF SECTION 34
TOWNSHIP 2 SOUTH, RANGE 9 EAST
MOUNT DIABLO BASE AND MERIDIAN (M.D.B.&M.)
COUNTY OF STANISLAUS, STATE OF CALIFORNIA

RIVERBANK

CALIFORNIA

DWG. TM1

SHEET 1

OF 1

MVE Inc.

1117 L Street, Modesto, CA 95354 | 866.526.4214 | www.mve.net

Northern California | Southern California | Nevada

06/05/2019

REVISIONS			
NO.	DATE	ISSUED FOR	BY

Drawn By: RG	Issue Date: 06/05/19	Job No.: 06239	Checked: ST/DAM	Design By: RG
--------------	----------------------	----------------	-----------------	---------------

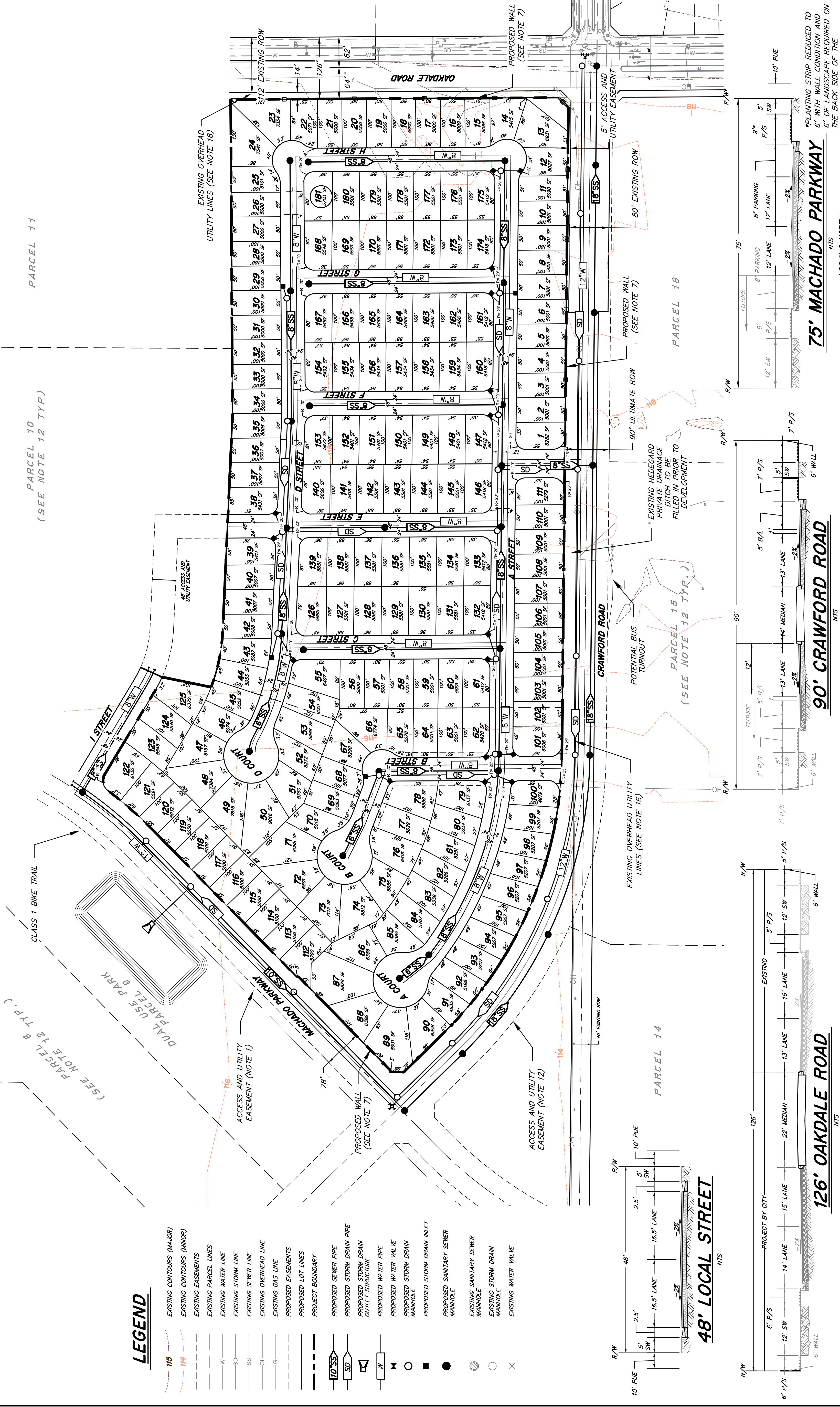


EXHIBIT G
SDF Fee Summary

Exhibit G

CWSP Fee Schedule

Fee	Current Riverbank SDF	CWSP SDF ¹
Water	\$7,024	\$7,024
Sewer	\$3,063	\$3,063 ²
Storm Drainage	\$6,922	0
Parks	\$3,912	
<i>Community</i>		<i>\$1,565^{2,3}</i>
<i>Neighborhood</i>		<i>\$2,347⁴</i>
Gen. Gov	\$1,416	\$1,416
Traffic	\$2,983	\$2,983 ²
5% Admin	\$1,266	\$1,266
Total:	\$26,586	\$19,664

¹ Collected at Occupancy DA Section _____

² Subject to Adjustment DA Section _____

³ Represents Community Park Component of SDF (40%)

⁴ Represents Neighborhood Park Component of SPF (60%). Goes to \$0 if included in SPAF or CFD

EXHIBIT H
Form of Assignment and Assumption Agreement

Exhibit H

RECORDING REQUESTED BY AND WHEN RECORDED RETURN TO:

City of Riverbank
6707 3rd Street.
Riverbank, CA 95367
Attention: City Clerk

Recording fees exempt (Gov. Code §§ 6103, 27383)

(Space above line for recorder's use only)

ASSIGNMENT AND ASSUMPTION AGREEMENT

This ASSIGNMENT AND ASSUMPTION AGREEMENT ("Agreement") shall be deemed effective as of _____, 20__ ("Effective Date"), by and between _____, a _____ ("Assignor") and _____, a _____ ("Subsequent Landowner").

RECITALS

A. Assignor has entered into a Development Agreement with the City of Riverbank, dated _____, 20__, which was recorded on _____, 20__ as Document No. _____ in Book _____, Page _____ of the Official Records of Stanislaus County, California (the "Development Agreement").

B. Assignor has agreed to develop property pursuant to the Development Agreement, which is now proposed for assignment pursuant to this Agreement, and is more particularly described as _____, as set forth in more detail in the Legal Description attached and incorporated hereto as **Exhibit A** (the "Assigned Parcels").

C. Subsequent Landowner desires to assume [all of Assignor's rights, duties and obligations under the Agreement] [a portion of Assignor's rights, duties and obligations as set forth in this Agreement] with respect to the Assigned Parcels and Assignor seeks to be relieved of said assigned rights, duties and obligations in reference to the Assigned Parcels.

NOW, THEREFORE, Assignor and Subsequent Landowner hereby agree as follows:

A G R E E M E N T

1. Assignor hereby assigns, effective as of [the Effective Date or Assignor's conveyance of the Assigned Parcels to Subsequent Landowner], [all of] or [if only a portion of, describe] the rights, interests, burdens and obligations of Assignor under the Agreement with respect to the Assigned Parcels. Assignor retains all of the rights, interests, burdens and obligations under this Agreement with respect to all property other than the Assigned Parcels within the Subject Property owned by Assignor.

2. Subsequent Landowner hereby assumes all of the rights, interests, burdens and obligations of Assignor under this Agreement, and agrees to observe and fully perform all of the duties and obligations of Assignor under the Development Agreement, and to be subject to all the terms and conditions thereof, with respect to the Assigned Parcels. It is the express intention of both Assignor and Subsequent Landowner that, upon the Effective Date, Subsequent Landowner shall become substituted for Assignor as a "Developer" under the Development Agreement with respect to the Assigned Parcels. Assignor acknowledges that Assignor shall remain subject to the duties and obligations of the Development Agreement if Assignor retains any portion of the Subject Property subject to the Development Agreement.

3. All of the covenants, terms, and conditions of this Agreement and set forth herein shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, successors and assigns.

4. Subsequent Landowner's address for all notices, as described in Section of the Development Agreement, shall be as follows:

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the above-referenced Effective Date.

ASSIGNOR:

_____, a

SUBSEQUENT LANDOWNER:

_____, a

By: _____

Name: _____

Title: _____

By: _____

Name: _____

Title: _____

APPROVED:

City Manager

EXHIBIT A

Assigned Parcels

[Provide legal description of assigned parcels]

EXHIBIT I
Project-Specific Mitigation Monitoring and Reporting Program

FINAL MITIGATION MONITORING AND REPORTING PROGRAM

4.0

This document is the Final Mitigation Monitoring and Reporting Program (FMMRP) for the Crossroads West Specific Plan Project (Project). This FMMRP has been prepared pursuant to Section 21081.6 of the California Public Resources Code, which requires public agencies to “adopt a reporting and monitoring program for the changes made to the project or conditions of project approval, adopted in order to mitigate or avoid significant effects on the environment.” A FMMRP is required for the proposed Project because the EIR has identified significant adverse impacts, and measures have been identified to mitigate those impacts.

The numbering of the individual mitigation measures follows the numbering sequence as found in the Draft EIR, some of which were revised after the Draft EIR were prepared. These revisions are shown in Chapter 3.0 of the Final EIR. All revisions to mitigation measures that were necessary as a result of responding to public comments and incorporating staff-initiated revisions have been incorporated into this FMMRP.

4.1 MITIGATION MONITORING AND REPORTING PROGRAM

The FMMRP, as outlined in the following table, describes mitigation timing, monitoring responsibilities, and compliance verification responsibility for all mitigation measures identified in this Final EIR.

The City of Riverbank will be the primary agency responsible for implementing the mitigation measures and will continue to monitor mitigation measures that are required to be implemented during the operation of the Project.

The FMMRP is presented in tabular form on the following pages. The components of the FMMRP are described briefly below:

- **Mitigation Measures:** The mitigation measures are taken from the Draft EIR in the same order that they appear in that document.
- **Mitigation Timing:** Identifies at which stage of the Project mitigation must be completed.
- **Monitoring Responsibility:** Identifies the agency that is responsible for mitigation monitoring.
- **Compliance Verification:** This is a space that is available for the monitor to date and initial when the monitoring or mitigation implementation took place.

TABLE 4.0-1: MITIGATION MONITORING AND REPORTING PROGRAM

ENVIRONMENTAL IMPACT	MITIGATION MEASURE	MONITORING RESPONSIBILITY	TIMING	VERIFICATION (DATE/INITIALS)
AESTHETICS AND VISUAL RESOURCES				
Impact 3.1-3: Project implementation may result in light and glare impacts.	Mitigation Measure 3.1-1: A lighting plan shall be prepared for each phase of development. The lighting plan shall demonstrate that the lighting systems and other exterior lighting throughout the phase of development has been designed to minimize light spillage onto adjacent properties to the greatest extent feasible. Use of LED lighting or other proven energy efficient lighting shall be required for facilities to be dedicated to the City of Riverbank for maintenance.	City of Riverbank Development Services Department	Prior to the approval of the Site Plan review for each phase	
AGRICULTURAL RESOURCES				
Impact 3.2-1: The proposed Project has the potential to result in the conversion of Farmlands, including Prime Farmland, Unique Farmland, and Farmland of Statewide Importance, as shown on the maps prepared pursuant to the Farmland Mapping and Monitoring Program of the California Resources Agency, to non-agricultural uses.	Mitigation Measure 3.2-1: Prior to the issuance of grading permits, building permits, or final map approval on the subject residential property, the Project applicant shall secure permanent protection of offsite farmland based on a 1:1 ratio to the amount of gross Farmland converted as a result of Project development, consistent with the requirements of the City's Sustainable Agricultural Strategy. The acreage requiring agricultural mitigation shall be equal to the portion of the project site dedicated to residential uses which would be subject to the discretionary development entitlement and lands designated as Prime Farmland, Farmland of Statewide Importance, or Unique Farmland. Permanent preservation shall consist of the purchase of agricultural conservation easements granted in perpetuity from willing seller(s), enforceable deed restrictions, purchase of banked mitigation credits, or other conservation mechanisms acceptable to the City. Land set aside for permanent preservation shall: (1) be of equal or better soil quality, have a dependable and sustainable supply of irrigation water, and be located within Stanislaus County; and (2) not be previously encumbered by a conservation easement of any nature. The permanent protection of farmland shall be accomplished by either: (1) the landowner/developer working directly with an established farmland trust or similar organization, such as the Central Valley Farmland Trust, and providing certification satisfactory to the City that such lands have been permanently preserved at the specified ratio; or (2) it is the City's intent to work with a qualified land trust or similar organization, such as the Central Valley Farmland Trust, to establish a fee for agricultural land conservation easements.	City of Riverbank Development Services Department	Prior to the issuance of grading permits, building permits, or final map approval on the subject residential property	

ENVIRONMENTAL IMPACT	MITIGATION MEASURE	MONITORING RESPONSIBILITY	TIMING	VERIFICATION (DATE/INITIALS)
	Mitigation Measure 3.2-2: Prior to the conversion of agricultural lands in the Plan Area, the Project applicant shall participate in the Stanislaus LAFCo's Agricultural Preservation Policy (as amended on March 25, 2015), consistent with the City's Sustainable Agricultural Strategy. The Project applicant shall prepare a "Plan for Agricultural Preservation", which shall include information such as the Project's direct and indirect impacts to agricultural resources, the availability of other lands in the City of Riverbank's existing boundaries, and relevant General Plan policies. The Plan shall also specify the method or strategy proposed to minimize the loss of agricultural lands. The information provided in the Plan shall be consistent with the environmental documentation prepared by the City.	Stanislaus LAFCo	Prior to the conversion of agricultural lands in the Plan Area	
Impact 3.2-3: The proposed Project has the potential to result in conflicts with adjacent agricultural lands or indirectly cause conversion of agricultural lands.	Mitigation Measure 3.2-3: Prior to approval of any Final Maps, "Right to Farm" language shall be presented to the City for approval and recordation against the affected property. The proposed language shall contain the following statement: "All persons purchasing lots within the boundaries of this approved map should be prepared to accept the inconveniences associated with agricultural operations, such as noise, odors, flies, dust or fumes. Stanislaus County has determined that such inconveniences shall not be considered to be a nuisance if agricultural operations are consistent with accepted customs and standards."	City of Riverbank Development Services Department	Prior to approval of any Final Maps	
AIR QUALITY				
Impact 3.3-1: Project operation has the potential to conflict with or obstruct implementation of an applicable air quality plan, cause a violation of an air quality standard, or contribute substantially to an existing or projected air quality violation.	Mitigation Measure 3.3-1: The Project proponent shall submit an Air Impact Assessment (AIA) application to the San Joaquin Valley Air Pollution Control District in accordance with District Rule 9510 Indirect Source Review (ISR) to obtain AIA approval from the District for the phase or Project component that is to be constructed. Prior to the issuance of a building permit of each individual phase or Project component, the Project proponent shall incorporate mitigation measures into the proposed Project and demonstrate compliance with District Rule 9510 including payment of all fees. Mitigation Measure 3.3-2: Prior to the approval of improvement plans, the Project proponent shall incorporate measures that reduce vehicle emissions. The measures will be implemented through project design, conditions of approval, noticing and disclosure statements, or through the City's plan check and inspection process. This mitigation measure is intended to ensure that the best available and practical approaches are used to reduce operational emissions. Appropriate measures shall be selected by the City in	San Joaquin Valley Air Pollution Control District City of Riverbank Development Services Department	Prior to final approval of improvement plans for each phase Prior to the approval of improvement plans for each phase	

ENVIRONMENTAL IMPACT	MITIGATION MEASURE	MONITORING RESPONSIBILITY	TIMING	VERIFICATION (DATE/INITIALS)
	consultation with SJVAPCD, and shall include, at a minimum, the following features into the applicable Project plans (e.g. site, engineering, landscaping, etc.): • Provide bus turnouts and transit improvements where requested by the San Joaquin RTD. • Design streets and trails to maximize pedestrian and bicycle connectivity, safety, and access to transit lines, including pedestrian and bicycle signalization, signage and safety designs at signalized intersections. • Provide traffic calming measures on all streets and intersections. Traffic calming features may include marked crosswalks, count-down signal timers, curb extensions, speed tables, raised crosswalks, raised intersections, median islands, tight corner radii, narrow roadways, traffic circles, on-street parking, planter strips with street trees, chicanes/chokers, or other improvements designed to reduce motor vehicle speeds and encourage pedestrian and bicycle trips. • Provide street lighting along internal roadways and bike lanes/paths, sidewalks. • Provide vanpool parking only spaces and preferential parking for carpools to accommodate carpools and vanpools in employment areas. • Provide bicycle parking areas near the entrance of commercial establishments. • Provide pedestrian signalization, signage and safety designs at signalized intersections. • Require shade trees to shade sidewalks in street-side landscaping areas. Mitigation Measure 3.3-3: Prior the approval of improvement plans, the Project proponent shall prepare and implement, and/or require the implementation of, high-efficiency lighting throughout all portions of the Plan Area (for example: metal halide post top lights, or LEDs, as opposed to	City of Riverbank Development Services	Prior to the approval of improvement	

ENVIRONMENTAL IMPACT	MITIGATION MEASURE	MONITORING RESPONSIBILITY	TIMING	VERIFICATION (DATE/INITIALS)
	typical mercury cobrahead lights). Mitigation Measure 3.3-4: Prior to the approval of improvement plans, the Project proponent shall prepare and implement, and the City shall require the implementation of, the following additional mitigation measures: • Use low-VOC paint (indoor and outdoor, for both residential and non-residential uses). • Use only natural gas hearths (or no hearths). • Apply a Water Conservation Strategy to achieve reductions in outdoor water usage through installation of water-efficient irrigation systems, and landscaping with native and drought-tolerant plants that also reduce the need for gas-powered landscape maintenance equipment. • Require all flat roofs on non-residential structures to have a white or silver cap sheet to reduce energy demand. • Install low flow bathroom faucets. • Install low-flow kitchen faucets. • Install low-flow toilets. • Install low-flow showers. • Use water-efficient irrigation systems.	Department City of Riverbank Development Services Department	plans Prior to the approval of improvement plans	
Impact 3.3-2: Project construction has the potential to cause a violation of an air quality standard or contribute substantially to an existing or projected air quality violation.	Mitigation Measure 3.3-5: To reduce construction-related emissions, the following measures shall be implemented: • Prior to year 2025, construction contracts for development in the Plan Area shall specify use of off-road construction equipment that achieves fleet average emissions equal to or less than the Tier III emissions standard of 4.8 NOx grams per horsepower-hour (g/hp-hr). The fleet average can be achieved through any combination of uncontrolled engines complying with Tier III and above engine standards. Beginning in 2025, construction contracts for development in the Plan Area shall specify use of off-road construction equipment that achieves fleet average emissions equal	City of Riverbank Development Services Department San Joaquin Valley Air Pollution Control District	Prior to issuance of a grading or building permit	

ENVIRONMENTAL IMPACT	MITIGATION MEASURE	MONITORING RESPONSIBILITY	TIMING	VERIFICATION (DATE/INITIALS)
	<i>to or less than the Tier IV emissions standards of NO_x g/hp-hr. The fleet average can be achieved through any combination of controlled engines complying with Tier IV and above engine standards.</i> • <i>Prior to issuance of a grading or building permit, the project applicant shall submit a Fugitive Dust Control Plan to SJVAPCD for review and approval. The Fugitive Dust Control Plan shall reduce emissions, during construction of PM₁₀ and PM_{2.5} and shall include the following:</i> ○ <i>Names, addresses and phone numbers of persons responsible for the preparation, submission and implementation of the plan.</i> ○ <i>Description and location of operations.</i> ○ <i>Listing of all fugitive dust emissions sources included in the operation.</i> ○ <i>The following dust control measures shall be implemented:</i> ▪ <i>All on-site unpaved roads shall be effectively stabilized using water or chemical stabilizers that can be determined to be as efficient as or more efficient for fugitive dust control than California Air Resources Board approved soil stabilizers, and that shall not increase any other environmental impacts including loss of vegetation.</i> ▪ <i>All material excavated or graded will be sufficiently watered to prevent excessive dust. Watering will occur as needed with complete coverage of disturbed areas. The excavated soil piles will be watered as needed to limit dust emissions to less than 20 percent opacity or covered with temporary coverings.</i> ▪ <i>Construction activities that occur on unpaved surfaces will be discontinued during windy conditions when winds exceed 25 miles per hour and those activities cause visible dust plumes.</i>			

ENVIRONMENTAL IMPACT	MITIGATION MEASURE	MONITORING RESPONSIBILITY	TIMING	VERIFICATION (DATE/INITIALS)
	Construction activities may continue if dust suppression measures are used to minimize visible dust plumes. - Track-out debris onto public paved roads shall not extend 50 feet or more from an active operation and track-out shall be removed or isolated such as behind a locked gate at the conclusion of each workday. - All hauling materials should be moist while being loaded into dump trucks. - All haul trucks hauling soil, sand and other loose material on public roads shall be covered (e.g., with tarps or other enclosures that would reduce fugitive dust emissions). - Soil loads shall be kept below 6 inches of the freeboard of the truck. - Drop heights should be minimized when loaders dump soil into trucks. - Gate seals should be tight on dump trucks. - Traffic speeds on unpaved roads shall be limited to a maximum of 15 miles per hour. - All grading activities shall be suspended when visible dust emissions exceed 20 percent. - Other fugitive dust control measures as necessary to comply with SJVAPCD Rules and Regulations. - Disturbed areas should be minimized.			
BIOLOGICAL RESOURCES				
Impact 3.4-2: The potential to have direct or indirect effects on special-status reptile and	Mitigation Measure 3.4-1: The project proponent shall implement the following measures to avoid or minimize impacts on western pond turtle:	City of Riverbank Development	Prior to commencement of any	

ENVIRONMENTAL IMPACT	MITIGATION MEASURE	MONITORING RESPONSIBILITY	TIMING	VERIFICATION (DATE/INITIALS)
amphibian species.	- Ground-disturbing activities in areas of potential pond turtle nesting habitat shall be avoided during the nesting season (April–August), to the extent feasible. - A preconstruction survey for western pond turtles within aquatic habitats and adjacent suitable uplands to be disturbed by project activities shall be conducted by a qualified biologist. In aquatic habitats which may be dewatered during project construction, surveys shall be conducted immediately after dewatering and before any subsequent disturbance. Elsewhere, surveys shall be conducted within 24 hours before project disturbance. - If pond turtles are found during preconstruction surveys, a qualified biologist, with approval from CDFW, shall move the turtles to the nearest suitable habitat outside the area subject to project disturbance. The construction area shall be reinspected whenever a lapse in construction activity of 2 weeks or more has occurred. - Construction personnel performing activities within aquatic habitats and adjacent suitable uplands to be disturbed by project activities shall receive worker environmental awareness training from a qualified biologist to instruct workers to recognize western pond turtle, their habitats, and measures being implemented for its protection. - Construction personnel shall observe a 15-miles-per-hour speed limit on unpaved roads. Mitigation Measure 3.4-2: The project proponent shall implement the following measures to avoid or minimize impacts on giant garter snake: - In areas within 200 feet of any irrigation ditch (potential GGS aquatic habitat) construction will occur during the GGS active season of May 1 through October 1. - Construction personnel shall receive worker environmental awareness training to instruct workers to recognize giant garter snake and their habitats. - Within 24 hours before construction activities, areas within 200 feet of any irrigation ditch (potential GGS aquatic habitat) shall be	Services Department California Department of Fish and Wildlife Qualified Biologist	grading activities	
		City of Riverbank Development Services Department California Department of Fish and Wildlife	Prior to commencement of any grading activities	

ENVIRONMENTAL IMPACT	MITIGATION MEASURE	MONITORING RESPONSIBILITY	TIMING	VERIFICATION (DATE/INITIALS)
	surveyed for giant garter snake. The survey shall be repeated if a lapse in construction activity of 2 weeks or greater has occurred. If a giant garter snake is encountered during construction, activities within 200 feet of the irrigation ditches shall cease until appropriate corrective measures have been completed or it is determined by the qualified biologist and City staff, in coordination with USFWS and CDFW, that the giant garter snake shall not be harmed. Any sightings shall be reported to USFWS and CDFW immediately. - A biological onsite monitor will be present during initial ground-disturbing activities within 200 feet of any irrigation ditch or potential GGS habitat within the CWSP Plan Area - Construction vehicles would require low-speed limits within such sites to lessen the probability that the species could be run over by vehicles and equipment. - Any aquatic habitat for the snake that is dewatered shall remain dry for at least 15 consecutive days after April 15 and before excavating or filling of the dewatered habitat. If complete dewatering is not possible, potential snake prey (e.g., fish and tadpoles) will be removed so that snakes and other wildlife are not attracted to the construction area. - Giant garter snake aquatic habitat to be avoided (i.e. irrigation ditches) within or adjacent to construction areas will be fenced and designated as environmentally sensitive areas. These areas shall be avoided by all construction personnel.	Qualified Biologist U.S. Fish and Wildlife Service		
Impact 3.4-3: The potential to have direct or indirect effects on special-status bird species.	Mitigation Measure 3.4-3: The project proponent shall implement the following measure to avoid or minimize impacts on western burrowing owl: No less than 14 days before initiating ground disturbance activities, a qualified biologist shall complete an initial take avoidance survey using the recommended methods described in the Detection Surveys section of the March 7, 2012, CDFW Staff Report on Burrowing Owl Mitigation (CDFW 2012). Implementation of avoidance and minimization measures (as presented in the March 7, 2012, CDFW Staff Report on Burrowing Owl Mitigation) would be triggered if the initial take avoidance survey results in positive owl presence in	City of Riverbank Development Services Department Qualified Biologist California Department of	No less than 14 days before initiating ground disturbance activities	

ENVIRONMENTAL IMPACT	MITIGATION MEASURE	MONITORING RESPONSIBILITY	TIMING	VERIFICATION (DATE/INITIALS)
	the Plan Area where project activities shall occur. If needed, the development of avoidance and minimization approaches shall be developed in coordination with CDFW. Mitigation Measure 3.4-4: The project proponent shall implement the following measures to avoid or minimize impacts on Swainson's hawk: - No more than 30 days before the commencement of construction, a qualified biologist shall perform preconstruction surveys for nesting Swainson's hawk and other raptors during the nesting season (February 1 through August 31). - Appropriate buffers shall be established and maintained around active nest sites during construction activities to avoid nest failure as a result of project activities. The appropriate size and shape of the buffers shall be determined by a qualified biologist, in coordination with CDFW, and may vary depending on the nest location, nest stage, and construction activity. The buffers may be adjusted if a qualified biologist determines it would not be likely to adversely affect the nest. Monitoring shall be conducted to confirm that project activity is not resulting in detectable adverse effects on nesting birds or their young. No project activity shall commence within the buffer areas until a qualified biologist has determined that the young have fledged or the nest site is otherwise no longer in use. - Before the commencement of construction, the project proponent shall provide compensatory mitigation for the permanent loss of Swainson's hawk foraging habitat. Mitigation shall be at the CDFW specified ratios, which are based on distance to nests. The Plan Area's distance to the closest nest currently falls within the range of "within 5 miles of an active nest tree but greater than 1 mile from the nest tree." As such, the Project shall currently be responsible for 0.75 acres of each acre of urban development authorized (0-75:1 ratio). The project proponent shall either provide lands protected through fee title acquisition or conservation easement (acceptable to the CDFW) on agricultural lands or other suitable habitats which provide foraging habitat for Swainson's hawk. Mitigation Measure 3.4-5: The project proponent shall implement the following measure to avoid or minimize impacts on other protected bird	Fish and Wildlife City of Riverbank Development Services Department Qualified Biologist California Department of Fish and Wildlife City of Riverbank Development	No more than 30 days before commencement of construction Prior to ground disturbing	

ENVIRONMENTAL IMPACT	MITIGATION MEASURE	MONITORING RESPONSIBILITY	TIMING	VERIFICATION (DATE/INITIALS)
	<i>species that may occur on the site:</i> <i>Preconstruction surveys for active nests of special-status birds shall be conducted by a qualified biologist in all areas of suitable habitat within 500 feet of project disturbance. Surveys shall be conducted within 14 days before commencement of any construction activities that occur during the nesting season (February 15 to August 31) in a given area.</i> <i>If any active nests, or behaviors indicating that active nests are present, are observed, appropriate buffers around the nest sites shall be determined by a qualified biologist to avoid nest failure resulting from project activities. The size of the buffer shall depend on the species, nest location, nest stage, and specific construction activities to be performed while the nest is active. The buffers may be adjusted if a qualified biologist determines it would not be likely to adversely affect the nest. If buffers are adjusted, monitoring will be conducted to confirm that project activity is not resulting in detectable adverse effects on nesting birds or their young. No project activity shall commence within the buffer areas until a qualified biologist has determined that the young have fledged or the nest site is otherwise no longer in use.</i>	Services Department Qualified Biologist	activities	
Impact 3.4-4: The potential to result in direct or indirect effects on special-status mammal species.	Mitigation Measure 3.4-6: <i>The project proponent shall implement the following measures to avoid or minimize impacts on special-status bats:</i> <i>If removal of suitable roosting areas (i.e. buildings, trees, shrubs, bridges, etc.) must occur during the bat pupping season (April 1 through July 31), surveys for active maternity roosts shall be conducted by a qualified biologist. The surveys shall be conducted from dusk until dark.</i> <i>If a special-status bat maternity roost is located, appropriate buffers around the roost sites shall be determined by a qualified biologist and implemented to avoid destruction or abandonment of the roost resulting from habitat removal or other project activities. The size of the buffer shall depend on the species, roost location, and specific construction activities to be performed in the vicinity. No project activity shall commence within the buffer areas until the end of the pupping season (August 1) or until a qualified biologist</i>	City of Riverbank Development Services Department Qualified Biologist	If removal of suitable roosting areas (i.e. buildings, trees, shrubs, bridges, etc.) must occur during the bat pupping season (April 1 through July 31)	

ENVIRONMENTAL IMPACT	MITIGATION MEASURE	MONITORING RESPONSIBILITY	TIMING	VERIFICATION (DATE/INITIALS)
	<i>conforms the maternity roost is no longer active.</i>			
Impact 3.4-6: The potential to effect protected wetlands and jurisdictional waters.	Mitigation Measure 3.4-7: <i>If construction activities would disturb a ditch/canal/basin within the Plan Area, the property owner/applicant proposing the activity shall verify that the facility qualifies under the agricultural ditch exemption. If the facilities do not qualify for the exemption and are determined to be jurisdictional by the regulatory agencies, any fill activity would require authorization for fill from the regulatory agencies (USACE-404 permit, RWQCB-401 certification, 1600 Streambed Alteration Agreement). All requirements of a permit shall be adhered to throughout the construction phase.</i>	City of Riverbank Development Services Department Qualified Biologist	If construction activities would disturb a ditch / canal / basin within the Plan Area	
CULTURAL AND TRIBAL RESOURCES				
Impact 3.5-1: Project implementation has the potential to cause a substantial adverse change to a significant historical resource, as defined in CEQA Guidelines §15064.5, or a significant tribal cultural resource, as defined in Public Resources Code §21074.	Mitigation Measure 3.5-1: <i>Prior to ground disturbing activities for each phase of the Project that would potentially affect one or more of the listed resources below, the resources shall be evaluated for their potential architectural and/or historic importance by a Qualified Architectural Historian, at the cost of the Project applicant. The potentially historic resources within the Project site include the following:</i> <i>Buildings or building complexes located northwest of the Oakdale Road / Morrill Road intersection, east of the existing Riverbank Sports Complex (on APN 074-006-013);</i> <i>Buildings or building complexes located southwest of the Oakdale Road / Morrill Road intersection, approximately 0.18 miles south of the Riverbank Sports Complex (on APN 074-011-009);</i> <i>Buildings or building complexes located northwest of the Oakdale Road / Crawford Road intersection, located along Oakdale Road (on APN 074-011-009);</i> <i>Buildings or building complexes located southwest of the Oakdale Road / Crawford Road intersection, located 0.14 to 0.27 miles west of Oakdale Road (on APN 074-014-006); and</i> <i>The MID Lateral No. 6 that crosses the southern portion of the Project site.</i> <i>Work shall not continue at the above-listed site(s) until the Qualified</i>	City of Riverbank Development Services Department Qualified Architectural Historian	Prior to ground disturbing activities for each phase of the Project that would potentially affect one or more of the listed resources	

ENVIRONMENTAL IMPACT	MITIGATION MEASURE	MONITORING RESPONSIBILITY	TIMING	VERIFICATION (DATE/INITIALS)
	<i>Architectural Historian conducts sufficient research and data collection to determine if the above-listed site(s) is eligible for listing on the NRHP or CRHR; or not a significant Public Trust Resource. Should the site(s) be determined to not be significant or eligible, no further action is required. Should the site(s) be determined to be significant or eligible, the Project applicant shall work with the Registered Professional Historian to develop a cultural resource plan for the site(s).</i> <i>If a building or building complex is determined to be important under the criteria of the California Register of Historical Resources, and the buildings cannot be preserved, then it is recommended that the buildings be documented through the preparation of the DPR 523 forms with large scale "HABS-like" photographs taken. Sets of these photographs shall be placed with the County museum or a suitable archival facility and the Central California Information Center, thereby preserving information on early architecture for future researchers.</i> Mitigation Measure 3.5-2: <i>All construction workers shall receive a cultural resources sensitivity training session before they begin site work in order to identify any potentially significant cultural or similar resources that may result during construction. The sensitivity training session shall be instructed by a professional archaeologist. The sensitivity training shall inform the workers of their responsibility to identify and protect any cultural resources, including prehistoric or historic artifacts, or other indications of archaeological resources, within the Plan Area. The sensitivity training shall cover laws pertaining to cultural resources, examples of cultural resources that may be discovered in the Plan Area, and what to do if a cultural resource, or anything that may be a cultural resource, is discovered.</i> <i>If any cultural resources, including prehistoric or historic artifacts, or other indications of archaeological resources, are found during grading and construction activities during any phase of the Project, all work shall be halted immediately within a 200-foot radius of the discovery until an archaeologist meeting the Secretary of the Interior's Professional Qualifications Standards in prehistoric or historical archaeology, as appropriate, has evaluated the find(s).</i> <i>Work shall not continue at the discovery site until the archaeologist conducts sufficient research and data collection to make a determination that the resource is either 1) a significant find; 2) not cultural in origin; or 3) not potentially significant or eligible for listing on the NRHP or CRHR; or 4)</i>	City of Riverbank Development Services Department Qualified Archaeologist	Prior to ground disturbance	

ENVIRONMENTAL IMPACT	MITIGATION MEASURE	MONITORING RESPONSIBILITY	TIMING	VERIFICATION (DATE/INITIALS)
	<i>not a significant Public Trust Resource.</i> <i>If a significant finding is made, a plan must be developed for this inadvertent finding. Measures to potentially address a subsurface finding could include one or more of the following depending upon the nature of the find: recordation of the finding; further efforts to define the extent and nature of the resource; preservation in place, and re-design to ensure long-term preservation of the resource; and/or data recovery excavations.</i> <i>If Native American resources are identified, a Native American monitor, following the Guidelines for Monitors/Consultants of Native American Cultural, Religious, and Burial Sites established by the Native American Heritage Commission, may also be required and, if required, shall be retained at the Project applicant's expense.</i>			
Impact 3.5-2: Project implementation has the potential to cause a substantial adverse change to a significant archaeological resource, as defined in CEQA Guidelines §15064.5.	Implement Mitigation Measure 3.5-2.	See Mitigation Measure 3.5-2	See Mitigation Measure 3.5-2	
Impact 3.5-3: Project implementation has the potential to directly or indirectly destroy a unique paleontological resource.	Mitigation Measure 3.5-3: <i>If paleontological resources are discovered during the course of construction during any phase of the Project, work shall be halted immediately within 50 meters (165 feet) of the discovery, the City of Riverbank shall be notified, and a qualified paleontologist shall be retained to determine the significance of the discovery. If the paleontological resource is considered significant, it should be excavated by a qualified paleontologist and given to a local agency, State University, or other applicable institution, where the resource could be curated and displayed for public education purposes.</i>	City of Riverbank Development Services Department Qualified Paleontologist	If paleontological resources are discovered during the course of construction	
Impact 3.5-4: Project implementation has the potential to disturb human remains, including those interred outside of formal cemeteries.	Mitigation Measure 3.5-4: <i>If human remains are discovered during the course of construction during any phase of the Project, work shall be halted at the site and at any nearby area reasonably suspected to overlie adjacent human remains until the Stanislaus County Coroner has been informed and has determined that no investigation of the cause of death is required. If the remains are of Native American origin, either of the following steps will be taken:</i>	City of Riverbank Development Services Department	If human remains are discovered during the course of construction during any phase of the	

ENVIRONMENTAL IMPACT	MITIGATION MEASURE	MONITORING RESPONSIBILITY	TIMING	VERIFICATION (DATE/INITIALS)
	- The Coroner shall contact the Native American Heritage Commission in order to ascertain the proper descendants from the deceased individual. The coroner shall make a recommendation to the landowner or the person responsible for the excavation work, for means of treating or disposing of, with appropriate dignity, the human remains and any associated grave goods, which may include obtaining a qualified archaeologist or team of archaeologists to properly excavate the human remains. - The landowner shall retain a Native American monitor, and an archaeologist, if recommended by the Native American monitor, and rebury the Native American human remains and any associated grave goods, with appropriate dignity, in a location that is not subject to further subsurface disturbance when any of the following conditions occurs: - The Native American Heritage Commission is unable to identify a descendent. - The descendant identified fails to make a recommendation. - The City of Riverbank or its authorized representative rejects the recommendation of the descendant, and the mediation by the Native American Heritage Commission fails to provide measures acceptable to the landowner.	San Joaquin County Coroner	project	
GEOLOGY AND SOILS				
Impact 3.6-2: Implementation and construction of the proposed Project may result in substantial soil erosion or the loss of topsoil	Mitigation Measure 3.6-1: Prior to clearing, grading, and disturbances to the ground such as stockpiling, or excavation for each phase of the Project, the Project proponent shall submit a Notice of Intent (NOI) and Storm Water Pollution Prevention Plan (SWPPP) to the RWQCB to obtain coverage under the General Permit for Discharges of Storm Water Associated with Construction Activity (Construction General Permit Order 2009-0009-DWQ amended by 2010-0014-DWQ & 2012-0006-DWQ). The SWPPP shall be designed with Best Management Practices (BMPs) that the RWQCB has deemed as effective at reducing erosion, controlling sediment, and managing runoff. These include: covering disturbed areas with mulch, temporary seeding, soil stabilizers, binders, fiber rolls or blankets, temporary vegetation, and permanent seeding. Sediment control BMPs, installing silt fences or	City of Riverbank Development Services Department	Prior to clearing, grading, and disturbances to the ground such as stockpiling, or excavation for each phase of the Project	

ENVIRONMENTAL IMPACT	MITIGATION MEASURE	MONITORING RESPONSIBILITY	TIMING	VERIFICATION (DATE/INITIALS)
	<i>placing straw wattles below slopes, installing berms and other temporary run-on and runoff diversions. These BMPs are only examples of what should be considered and should not preclude new or innovative approaches currently available or being developed. Final selection of BMPs will be subject to approval by City of Riverbank and the RWQCB. The SWPPP will be kept on site during construction activity and will be made available upon request to representatives of the RWQCB.</i>			
Impact 3.6-3: The proposed Project has the potential to be located on a geologic unit or soil that is unstable, or that would become unstable as a result of Project implementation, and potentially result in landslide, lateral spreading, subsidence, liquefaction or collapse.	Mitigation Measure 3.6-2: <i>Prior to earthmoving activities for each phase of the Project, a certified geotechnical engineer, or equivalent, shall be retained to perform a final geotechnical evaluation of the soils at a design-level as required by the requirements of the California Building Code Title 24, Part 2, Chapter 18, Section 1803.1.1.2 related to expansive soils and other soil conditions. The evaluation shall be prepared in accordance with the standards and requirements outlined in California Building Code, Title 24, Part 2, Chapter 16, Chapter 17, and Chapter 18, which addresses structural design, tests and inspections, and soils and foundation standards. The final geotechnical evaluation shall include design recommendations to ensure that soil conditions do not pose a threat to the health and safety of people or structures, including threats from liquefaction or lateral spreading. The grading and improvement plans, as well as the storm drainage and building plans for each phase of the Project shall be designed in accordance with the recommendations provided in the final geotechnical evaluation.</i>	City of Riverbank Development Services Department Certified Geotechnical Engineer	Prior to earthmoving activities for each phase of the Project	
Impact 3.6-4: Potential for expansive soils to create substantial risks to life or property.	Implement Mitigation Measure 3.6-2.	See Mitigation Measure 3.6-2	See Mitigation Measure 3.6-2	
GREENHOUSE GASES AND CLIMATE CHANGE				
Impact 3.7-1: Potential to generate greenhouse gas emissions, either directly or indirectly, that may have a significant impact on the environment or potential to conflict with an applicable plan, policy, or regulation adopted for the purpose of reducing the	Mitigation Measure 3.7-1: <i>The City shall require GHG reduction measures in connection with tentative subdivision maps submitted for approval, including but not limited to the following:</i> <i>Actions included in Mitigation Measures 3.3-1 through 3.3-5 (see Section 3.3: Air Quality) that also reduce GHG emissions;</i> <i>Actions that further improve energy efficiency, such as requiring that all buildings exceed Title 24 energy-efficiency requirements by a certain percentage, requiring on-site renewable energy</i>	City of Riverbank Development Services Department	Prior approval of tentative subdivision maps	

ENVIRONMENTAL IMPACT	MITIGATION MEASURE	MONITORING RESPONSIBILITY	TIMING	VERIFICATION (DATE/INITIALS)
emissions of greenhouse gases.	<i>production to meet a specified percent of the subdivision's electricity needs, etc.</i> <i>Actions that further reduce vehicle miles traveled, such as providing transit hubs that would be accessible by local and regional transit routes and community multimodal paths and trails; providing general pedestrian connectivity throughout the project, etc.</i> <i>Payment for GHG offsets, as determined to be feasible by the City.</i>			
HAZARDS AND HAZARDOUS MATERIALS				
Impact 3.8-1: Project implementation has the potential to create a significant hazard through the routine transport, use, or disposal of hazardous materials or through the reasonably foreseeable upset and accident conditions involving the release of hazardous materials into the environment.	Implement <i>Mitigation Measure 3.6-1.</i> <i>Mitigation Measure 3.8-1:</i> Prior to the approval of any map, Preliminary Development Plan, or site plan, the City shall review the 2017 Phase I ESA (Geocon Consultants, Inc., July 2017) cited in the Draft EIR for the CWSP to determine if it is still applicable. After July 1, 2020, the City shall require an updated Phase I ESA for the specific property. The Phase I ESA shall evaluate the specific property proposed to be developed, to ensure that no material changes have occurred since preparation of the 2017 Phase I ESA (Geocon Consultants, Inc., July 2017). <i>Mitigation Measure 3.8-2:</i> The applicant shall hire a qualified consultant to perform additional soil and site testing for the areas identified in this EIR to have potential hazardous conditions present prior to any mapping approvals. The following areas have been deemed to have potential hazardous conditions present: <i>The residential units and adjoining structures.</i> <i>The remnant construction and/or farming materials (i.e. remnant pipes, etc.).</i> <i>The soils in the area where farming equipment and above ground tanks have been stored, including, but not limited to, the following:</i> <i>The parcels associated with the Alexander Dairy (APNs</i>	See Mitigation Measure 3.6-1 City of Riverbank Development Services Department City of Riverbank Development Services Department	See Mitigation Measure 3.6-1 Prior to the approval of any map, Preliminary Development Plan, or site plan Prior to any mapping approvals	

ENVIRONMENTAL IMPACT	MITIGATION MEASURE	MONITORING RESPONSIBILITY	TIMING	VERIFICATION (DATE/INITIALS)
	074-011-009 and 074-014-006). - The parcels associated with the properties located at 5817 Oakdale Road, 5525 Oakdale Road, and 2054 Crawford Road. - The Harrigfeld property located at 1901 Morrill Road. - All parcels located south of Morrill Road. The intent of the additional testing is to investigate whether any of the buildings, facilities, or soils in any of the above parcels contain hazardous materials. If asbestos-containing materials and/or lead are found in the buildings, a California Occupational Safety and Health Administration (Cal/OSHA) certified asbestos containing building materials (ACBM) and lead based paint contractor shall be retained to remove the asbestos-containing materials and lead 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 ACBM and lead shall be disposed of properly at an appropriate offsite disposal facility. Mitigation Measure 3.8-3: If the site investigation required by Mitigation Measure 3.8-2 indicates a probability that hazardous materials may be found on any parcel, the applicant for that parcel shall submit a Phase II ESA, which shall further evaluate on-site conditions. The Phase II ESA shall address the likely presence of hazardous substances and/or petroleum products identified in the previous Phase I ESA (Geocon Consultants, Inc., 2017) prepared for the Plan Area. In addition, due to the past agricultural operations in the Plan Area, a soil sampling program shall be implemented to assess potential agrichemical (including pesticides, herbicides, diesel, petrochemicals, etc.) impacts to surface soil within the Plan Area, as follows: A soil sampling and analysis workplan shall be submitted for approval the Stanislaus County Department of Environmental Resources. The sampling and analysis plan shall meet the requirements of the Department of Toxic Substances Control Interim Guidance for Sampling Agricultural Properties (2008), and the County Department of Environmental Resources Recommended Soil and Groundwater Sampling for Underground Tank Investigations (2013). The soils in the area where farming equipment and	City of Riverbank Development Services Department	If the site investigation required by Mitigation Measure 3.8-2 indicates a probability that hazardous materials may be found on any parcel	

ENVIRONMENTAL IMPACT	MITIGATION MEASURE	MONITORING RESPONSIBILITY	TIMING	VERIFICATION (DATE/INITIALS)
	tanks have been stored, including, but not limited to, the following, should be included in the soil sampling and analysis workplan: - The parcels associated with the Alexander Dairy (APNs 074-011-009 and 074-014-006). - The parcels associated with the properties located at 5817 Oakdale Road, 5525 Oakdale Road, and 2054 Crawford Road. - The Harrigfeld property located at 1901 Morrill Road. - All parcels located south of Morrill Road. If the sampling results indicate the presence of agrichemicals that exceed commercial screening levels, a removal action workplan shall be prepared in coordination with Stanislaus County Department of Environmental Resources. The removal action workplan shall include a detailed engineering plan for conducting the removal action, a description of the onsite contamination, the goals to be achieved by the removal action, and any alternative removal options that were considered and rejected and the basis for that rejection. A no further action letter shall be issued by Stanislaus County Department of Environmental Resources upon completion of the removal action. The removal action shall be deemed complete when the confirmation samples exhibit concentrations below the commercial screening levels, which will be established by the agencies. If any stained soil or odor-impacted areas are encountered during the Phase II ESA, then soil sampling of these areas shall be included in the above soil sampling workplan, and depending upon the sampling results, included in the removal action workplan as well. Mitigation Measure 3.8-4: Prior to bringing hazardous materials onsite, the applicant shall submit a Hazardous Materials Business Plan (HMBP) to the Stanislaus County Division of Environmental Resources (CUPA) for review and approval. If during the construction process the applicant or any subcontractors generates hazardous waste, the applicant must register with the CUPA as a generator of hazardous waste, obtain an EPA ID# and accumulate, ship and dispose of the hazardous waste per Health and Safety Code Ch. 6.5. (California Hazardous Waste Control Law). Mitigation Measure 3.8-5: Prior to initiation of any ground disturbance	Stanislaus County Division of Environmental Resources City of Riverbank	Prior to bringing hazardous materials onsite Prior to initiation of any	

ENVIRONMENTAL IMPACT	MITIGATION MEASURE	MONITORING RESPONSIBILITY	TIMING	VERIFICATION (DATE/INITIALS)
	activities within 50 feet of a well, the applicant shall hire a licensed well contractor to obtain a well abandonment permit from Stanislaus County Department of Environmental Resources, and properly abandon the on-site wells, pursuant to review and approval of the City Engineer and the Stanislaus County Department of Environmental Resources. Implement Mitigation Measures 3.8-1, 3.8-2, 3.8-3, 3.8-4, and 3.8-5.	Development Services Department See Mitigation Measures 3.8-1, 3.8-2, 3.8-3, 3.8-4, and 3.8-5	ground disturbance activities within 50 feet of a well See Mitigation Measures 3.8-1, 3.8-2, 3.8-3, 3.8-4, and 3.8-5	
NOISE				
Impact 3.11-1: Construction of the proposed Project may generate significant noise.	Mitigation Measure 3.11-1: Construction activities shall not occur between 6:30 p.m. and 6:00 a.m. on weekdays or 5:00 p.m. and 8:00 a.m. on weekends and legal holidays, as required by the City of Riverbank Municipal Code. This requirement shall be noted in the improvements plans prior to approval by the City's Public Works Department. Mitigation Measure 3.11-2: In an effort to comply with the City General Plan standards contained in Table 3.11-6 (Table N-3 of the General Plan), all equipment shall be fitted with factory equipped mufflers, and in good working order. In addition, all staging areas shall be located as far as feasibly possible from residential areas. This requirement shall be noted in the improvements plans prior to approval by the City's Public Works Department.	City of Riverbank Public Works Department City of Riverbank Public Works Department	During construction activities During construction activities	
Impact 3.11-4: The proposed Project may result in traffic noise at new sensitive receptors.	Mitigation Measure 3.11-3: The Project applicant(s) shall determine the appropriate methods for reducing traffic noise levels at the Project site to within the City of Riverbank noise level criteria. It is expected that traffic noise levels could exceed the City standards at residential areas adjacent to Oakdale Road, Morrill Road and Claribel Road. Mitigation can take the form of sound walls, berms, a combination of walls and berms, setbacks and shielding from building facades. The effectiveness of the proposed mitigation shall be documented by acoustical analyses. The appropriate mitigation will be determined prior to the approval of tentative maps or site plans, and subject to review and approval by the City of Riverbank.	City of Riverbank Public Works Department	Prior to approval of tentative maps or site plans	

ENVIRONMENTAL IMPACT	MITIGATION MEASURE	MONITORING RESPONSIBILITY	TIMING	VERIFICATION (DATE/INITIALS)
Impact 3.11-5: The proposed Project may result in noise from on-site activities at sensitive receptors.	Mitigation Measure 3.11-4: The center of the play fields shall be located at a minimum distance of 275-feet from the nearest residences. This requirement shall be noted in the improvements plans prior to approval by the City's Public Works Department.	City of Riverbank Public Works Department	Prior to approval of improvement plans	
	Mitigation Measure 3.11-5: Use of the play fields shall be restricted to the daytime hours of 7:00 a.m. to 10:00 p.m. This requirement shall be noted in the improvements plans prior to approval by the City's Public Works Department.	City of Riverbank Public Works Department	Prior to approval of improvement plans	
	Mitigation Measure 3.11-6: When school site plans have been developed, a detailed analysis of school site noise impacts shall be identified and appropriate mitigation measures shall be included in the project designs. The City shall review and approve the analysis of school site noise impacts, as well as any mitigation measures resulting from the analysis.	City of Riverbank Public Works Department	Prior to approval of improvement plans	
PUBLIC SERVICES AND RECREATION				
Impact 3.12-1: The proposed Project has the potential to require the construction of police department facilities which may cause substantial adverse physical environmental impacts.	Mitigation Measure 3.12-1: Prior to the City recording a "Final Map" for each Project within the Plan Area, the owner of the project/map shall either annex the mapped property into a Community Facilities District ("CFD"), or create a new CFD for the mapped property, which will include funding for operational services with the Riverbank Police Department (Stanislaus County Sheriff).	City of Riverbank Development Services Department	Prior to the City recording a "Final Map" for each Project within the Plan Area	
Impact 3.12-5: The proposed Project has the potential to require the construction of park and recreational facilities which may cause substantial adverse physical environmental impacts.	Mitigation Measure 3.12-2: Prior to the recording of any Final Maps, or in connection with any other final approvals for the MU-1 "Mixed Use Retail" area dedicated to residential development, the project developer shall dedicate and finance the improvement of sufficient park land in accordance with a park improvement plan, subject to approval by the City, or pay sufficient in lieu fees in accordance with the Quimby Act and the City's General Plan policy, to develop at least five acres of parkland per 1,000 residents. If sufficient park area is not provided for in the subdividable lands in accordance with the Quimby Act and City Ordinances, the Project applicant shall demonstrate where the parkland dedication may occur and provide surety of its dedication and improvement according to a defined time line for dedication and improvement. This dedication requirement shall include development of full park improvement plans to be approved by the Director of Parks and Recreation. The timing of the park improvements shall be negotiated with the developer unless stipulated in a Development	City of Riverbank Development Services Department	Prior to the recording of any Final Maps, or in connection with any other final approvals for the MU-1 "Mixed Use Retail" area dedicated to residential development	

ENVIRONMENTAL IMPACT	MITIGATION MEASURE	MONITORING RESPONSIBILITY	TIMING	VERIFICATION (DATE/INITIALS)
	<i>Agreement or Subdivision Improvement Agreement.</i>			
TRANSPORTATION AND CIRCULATION				
Impact 3.13-1: Under Existing conditions, the proposed Project would result in a significant impact at the Patterson Road / Coffee Road intersection.	Mitigation Measure 3.13-1: Prior to issuance of any Building Permits for the CWSP Project, each project applicant in the Plan Area shall pay the applicable City of Riverbank Impact Fee towards the improvement of the Patterson Road / Coffee Road intersection in order to satisfy their fair share obligation.	City of Riverbank Public Works Department	Prior to issuance of any Building Permits for the CWSP Project	
Impact 3.13-2: Under Existing conditions, the proposed Project would result in a significant impact at the Claribel Road / Oakdale Road intersection.	Mitigation Measure 3.13-2: Prior to the approval of a Final Map or improvement plans, each applicant within the CWSP Project shall be responsible for the project's fair share impacts towards the cost of widening Oakdale Road to provide a second southbound travel lane that continues beyond Claribel Road a distance sufficient to accommodate efficient intersection traffic operations and a transition back to a single lane, as well as a northbound right turn lane. The distance needed to accommodate the auxiliary through lane and transition back to a single lane is roughly ¼ mile. This roadway improvement shall be noted on the project improvement plans. The sum of each project applicant's fair share cost shall be equal to the total cost to construct the entire improvement, and the sum of the fair share costs shall be used by the developer(s) to construct the entire improvement. The specific segments of roadway which would be widened shall be completed as determined by the City Engineer based on the level of development being proposed at the time.	City of Riverbank City Engineer	Prior to the approval of a Final Map or improvement plans	
Impact 3.13-3: Under Existing conditions, the proposed Project would result in a significant impact at the Claribel Road / N-S Collector intersection.	Mitigation Measure 3.13-3: Prior to approval of a Final Map or improvement plans, each applicant within the CWSP Project shall be responsible for the project's fair share impacts towards the cost of constructing a traffic signal and ancillary lanes at the Claribel Road / N-S Collector intersection. When warranted, construction of the traffic signal shall be required, to the satisfaction of the City of Riverbank City Engineer. The additional ancillary lanes shall be completed as determined by the City Engineer based on the level of development being proposed at the time. When warranted, this roadway improvement shall be noted on the improvement plans for such project. The sum of each project applicant's fair share cost shall be equal to the total cost to construct the entire improvement, and the sum of the fair share costs	City of Riverbank City Engineer	Prior to approval of a Final Map or improvement plans	

ENVIRONMENTAL IMPACT	MITIGATION MEASURE	MONITORING RESPONSIBILITY	TIMING	VERIFICATION (DATE/INITIALS)
	<i>shall be used by the developer(s) to construct the entire improvement.</i>			
Impact 3.13-5: Under Existing conditions, the proposed Project would result in a significant impact at the segment of Patterson Road from McHenry Avenue to Coffee Road.	Mitigation Measure 3.13-4: <i>Prior to issuance of any Building Permits for each project in the Plan Area, each project applicant shall pay the applicable City of Riverbank Impact Fee towards widening of SR 108 to four-lanes in order to satisfy their fair share obligation.</i>	City of Riverbank Public Works Department	Prior to issuance of any Building Permits for each project in the Plan Area	
Impact 3.13-6: Under Existing conditions, the proposed Project would result in a significant impact at the segment of Claribel Road from McHenry Avenue to Coffee Road.	Mitigation Measure 3.13-5: <i>Prior to issuance of any Building Permits for each project in the Plan Area, each project applicant shall pay the applicable County RTIF fee towards construction of the North County Corridor in order to satisfy their fair share obligation.</i>	Stanislaus Council of Governments	Prior to issuance of any Building Permits for each project in the Plan Area	
Impact 3.13-7: Under Existing conditions, the proposed Project would result in a significant impact at the segment of Claribel Road from Oakdale Road to Claus Road.	Mitigation Measure 3.13-6: <i>Prior to issuance of Building Permits for the Project, each project applicant in the Plan Area shall pay the applicable City of Riverbank Impact Fee and County RTIF fee towards the improvement of Claribel Road from Oakdale Road to Claus Road in order to satisfy their fair share obligation.</i>	Stanislaus Council of Governments	Prior to issuance of Building Permits for the Project	
Impact 3.13-9: Under Existing conditions, the proposed Project would result in a significant impact at the Oakdale Road between Morrill Road and Crawford Road segment.	Mitigation Measure 3.13-7: <i>Prior to issuance of any Building Permits each project within the Plan Area, each project applicant shall be responsible for contributing the fair share contribution towards the costs of widening Oakdale Road to four lanes by providing a second southbound through travel lane between Morrill Road and Crawford Road. The applicant shall be responsible for widening Oakdale Road when determined by the City Engineer.</i>	City of Riverbank City Engineer	Prior to issuance of any Building Permits each project within the Plan Area	
Impact 3.13-11: The proposed Project would adversely affect pedestrian and bicycle facilities.	Mitigation Measure 3.13-8: <i>Each project applicant in the Plan Area shall work with City of Riverbank staff to identify applicable pedestrian crossing features and shall install the features, when warranted, to the satisfaction of the City of Riverbank City Engineer.</i> Mitigation Measure 3.13-9: <i>Each project applicant in the Plan Area shall monitor pedestrian, bicycle, and motor vehicle safety conditions as development proceeds. Any identified safety conditions as a result of this</i>	City of Riverbank City Engineer City of Riverbank City	When warranted, as determined by the City Engineer When warranted, as	

ENVIRONMENTAL IMPACT	MITIGATION MEASURE	MONITORING RESPONSIBILITY	TIMING	VERIFICATION (DATE/INITIALS)
	<i>monitoring shall be installed to alleviate these concerns, as applicable, to the satisfaction of the City of Riverbank City Engineer.</i>	Engineer	determined by the City Engineer	
Impact 3.13-12: The proposed Project would adversely affect transit services or facilities.	Mitigation Measure 3.13-10: <i>The project applicants in the CWSP Area shall install the transit elements included in the CWSP. The project applicants shall work with Stanislaus Regional Transit staff to identify applicable on-site transit facilities and features in order to ensure that transit facilities are incorporated into the project. The transit facilities and features may include, but would not be limited to, bus turnouts, bus stops, and signage. The project applicants shall install the features, when warranted, to the satisfaction of the City Engineer.</i>	City of Riverbank City Engineer Stanislaus Regional Transit	When warranted, as determined by the City Engineer	
Impact 3.13-13: Under EPAP conditions, the proposed Project would result in a significant impact to queue lengths.	Mitigation Measure 3.13-11: <i>Prior to approval of a Final Map or improvement plans, each project applicant within the CWSP Area shall be responsible for lengthening the available storage in left turn lanes at the Oakdale Road / Crawford Road, Oakdale Road / Freddi Lane, and Oakdale Road / Claribel Road intersections. The applicants shall be responsible for lengthening specific turn lanes when determined by the City Engineer. These roadway improvements shall be noted on the project improvement plans.</i>	City of Riverbank City Engineer	Prior to approval of a Final Map or improvement plans	
Impact 3.13-14: Under EPAP conditions, the proposed Project would result in a significant impact at the proposed mixed use retail area access.	Mitigation 3.13-12: <i>Prior to approval of a Final Map or improvement plans for the "MU-1 Mixed Use Retail" area, the project applicant shall be responsible for providing a design for vehicular access to the satisfaction of the City of Riverbank City Engineer when development of the "MU-1 Mixed Use Retail" area proceeds. This roadway design shall be noted on the project improvement plans.</i>	City of Riverbank City Engineer	Prior to approval of a Final Map or improvement plans for the "MU-1 Mixed Use Retail" area	
Impact 3.13-15: Under EPAP conditions, the proposed Project would result in a significant impact at the McHenry Avenue / Kiernan Avenue / Claribel Avenue intersection.	Mitigation Measure 3.13-13: <i>Prior to issuance of Building Permits for each project in the Plan Area, each project applicant shall pay the applicable County RTIF fee towards construction of the North County Corridor in order to satisfy their fair share obligation.</i>	Stanislaus Council of Governments	Prior to issuance of Building Permits for each project in the Plan Area	
Impact 3.13-16: Under Cumulative (Year 2042) conditions, the proposed Project would result in a significant impact at the Patterson Road /	Implement Mitigation Measure 3.13-1.	See Mitigation Measure 3.13-1	See Mitigation Measure 3.13-1	

ENVIRONMENTAL IMPACT	MITIGATION MEASURE	MONITORING RESPONSIBILITY	TIMING	VERIFICATION (DATE/INITIALS)
Coffee Road intersection.				
Impact 3.13-17: Under Cumulative (Year 2042) conditions, the proposed Project would result in a significant impact at the Coffee Road / Morrill Road intersection.	Mitigation Measure 3.13-14: Prior to approval of a Final Map or improvement plans, each applicant within the CWSP Project shall be responsible for the project's fair share impacts towards the cost of installing a traffic signal at the Coffee Road / Morrill Road intersection. When warranted, construction of the traffic signal shall be required, to the satisfaction of the City of Riverbank City Engineer. When warranted, this roadway improvement shall be noted on the improvement plans for such project.	City of Riverbank City Engineer	Prior to approval of a Final Map or improvement plans	
Impact 3.13-18: Under Cumulative (Year 2042) conditions, the proposed Project would result in a significant impact at the Coffee Road / Relocated Crawford Road intersection.	Mitigation Measure 3.13-15: Prior to approval of a Final Map or improvement plans, each project applicant shall be responsible for its fair share of the cost of installing traffic signal at the Coffee Road / Relocated Crawford Road intersection. The signal shall be installed when conditions warrant, as determined by the City of Riverbank City Engineer.	City of Riverbank City Engineer	Prior to approval of a Final Map or improvement plans	
Impact 3.13-19: Under Cumulative (Year 2042) conditions, the proposed Project would result in a significant impact at the Claribel Road / N-S Collector intersection.	Implement Mitigation Measure 3.13-3.	See Mitigation Measure 3.13-3	See Mitigation Measure 3.13-3	
Impact 3.13-20: Under Cumulative (Year 2042) conditions, the proposed Project would result in a significant impact at the Claribel Road / Oakdale Road intersection.	Mitigation Measure 3.13-16: Prior to approval of a Final Map or improvement plans, each applicant in the Plan Area shall be responsible for the project's fair share impacts towards the cost of adding a second northbound left turn lane at the Claribel Road / Oakdale Road intersection, as determined by the City of Riverbank City Engineer. When warranted, the addition of a second northbound left turn lane shall be required, to the satisfaction of the Stanislaus County Road Commissioner. When warranted, this roadway improvement shall be noted on the improvement plans for such project.	City of Riverbank City Engineer	Prior to approval of a Final Map or improvement plans	
Impact 3.13-24: Under Cumulative (Year 2042) conditions, the proposed Project would result in a significant impact at the segment of Coffee	Mitigation Measure 3.13-17: Prior to approval of a Final Map or improvement plans, each project applicant in the Plan Area shall be responsible for the fair share of the cost of improving Coffee Road from Morrill Road to the relocated Crawford Road intersection to provide the functional equivalent of a two-lane arterial street standard, as determined by	City of Riverbank City Engineer	Prior to approval of a Final Map or improvement	

ENVIRONMENTAL IMPACT	MITIGATION MEASURE	MONITORING RESPONSIBILITY	TIMING	VERIFICATION (DATE/INITIALS)
Road between Morrill Road and the relocated Crawford Road.	<i>the City of Riverbank City Engineer.</i>		plans	
Impact 3.13-25: Under Cumulative (Year 2042) conditions, the proposed Project would result in a significant impact at the segment of Coffee Road between the relocated Crawford Road and the realigned Claribel Road intersection.	Mitigation Measure 3.13-18: <i>Prior to approval of a Final Map or improvement plans, each project applicant in the Plan Area shall be responsible for contributing its fair share to the cost of improving Coffee Road from the relocated Crawford Road intersection to the realigned Claribel Road intersection to the equivalent of a four-lane arterial street standard, as determined by the City of Riverbank City Engineer.</i>	City of Riverbank City Engineer	Prior to approval of a Final Map or improvement plans	
Impact 3.13-26: Under Cumulative (Year 2042) conditions, the proposed Project would result in a significant impact at the segment of Coffee Road between the realigned Claribel Road intersection and NCC.	Mitigation Measure 3.13-19: <i>Prior to approval of a Final Map or improvement plans, each project applicant in the Plan Area shall be responsible for contributing its fair share fee to the cost of improving Coffee Road from the realigned Claribel Road intersection to NCC to a four-lane arterial street standard.</i>	City of Riverbank City Engineer	Prior to approval of a Final Map or improvement plans	
UTILITIES				
Impact 3.14-6: The proposed Project has the potential to require or result in the construction of new storm water drainage facilities or expansion of existing facilities, the construction of which could cause significant environmental effects.	Mitigation Measure 3.14-1: <i>Prior to the issuance of a building or grading permit, the Project applicant shall submit a drainage plan to the City of Riverbank for review and approval. The plan shall include an engineered storm drainage plan that demonstrates attainment of pre-Project runoff requirements prior to release and describes the volume reduction measures and treatment controls used to reach attainment consistent with the Riverbank Low Impact Development Design and Specifications Manual, the Riverbank Storm Drain System Master Plan, and the Crossroads West Specific Plan.</i>	City of Riverbank City Engineer	Prior to the issuance of a building or grading permit	

EXHIBIT J
Notice of Lien

Exhibit J

Recording requested by, and when
recorded mail to:

City of Riverbank
6707 Third Street
Riverbank, CA
95367
Attn: Finance Manager

Recording fees exempt (Gov. Code §§ 6103, 27383)

Space Above for Recorder's Use Only

NOTICE OF LIEN

The undersigned, being the owner of the real property more particularly described below (“Property”), does hereby grant to the City of Riverbank a lien in the amount of \$_____ to secure payment of Systems Development fees due and owing to City of Riverbank. Such amount shall be due no later than prior to the issuance of final inspection or a certificate of occupancy for the unit(s) under construction on the Property. In the

The amount of said lien is subject to the terms and conditions of that certain Development Agreement adopted pursuant to City of Riverbank Ordinance No. _____. The amount of such lien may be subject to increases provided for in said Development Agreement. Such lien shall be a covenant running with the land that constitutes the real property identified below. Accordingly, such real property shall be held, transferred, and encumbered subject to the provisions of the Development Agreement and this Notice of Lien.

Upon payment of the above referenced SDF amounts, upon request City shall record a Notice of Satisfaction of Lien on the Property.

Against: _____, a _____, its successors and/or assigns

This lien affects the following described Property (identify by APN and/or legal description):

Acknowledged and Accepted:

_____, a California _____

By: _____

Name: _____

Its: _____

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

State of CALIFORNIA }
County of STANISLAUS }

On _____, 20__ before me, _____, a
Notary Public, personally appeared _____, 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), 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 of Notary Public

[Seal]

EXHIBIT K
Oakdale Road Segment

Exhibit K

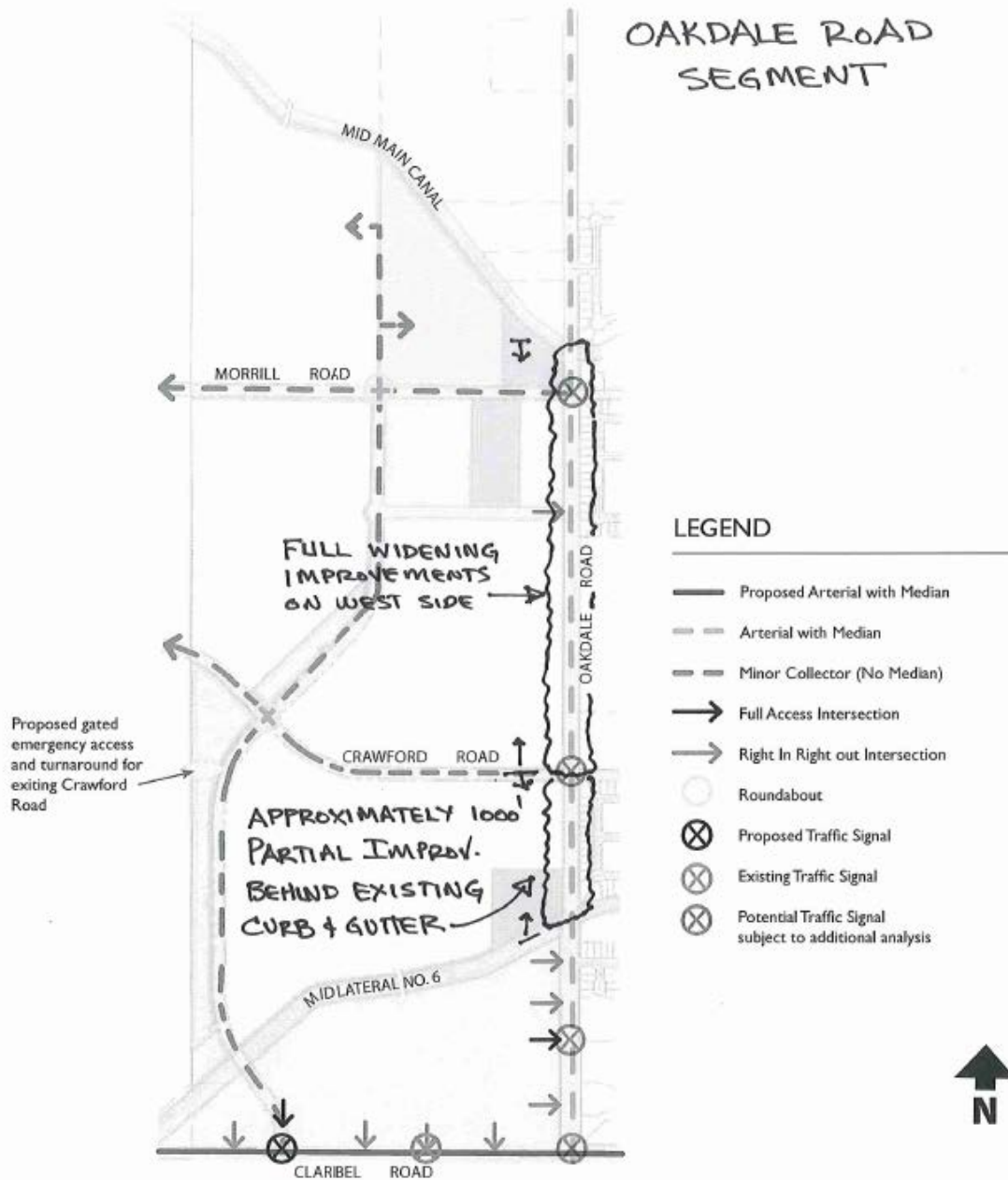


Figure 8 – Proposed Crossroads West Circulation Plan



EXHIBIT L
Morrill Segment

Exhibit L

MORRILL ROAD SEGMENT

Proposed gated emergency access and turnaround for exiting Crawford Road

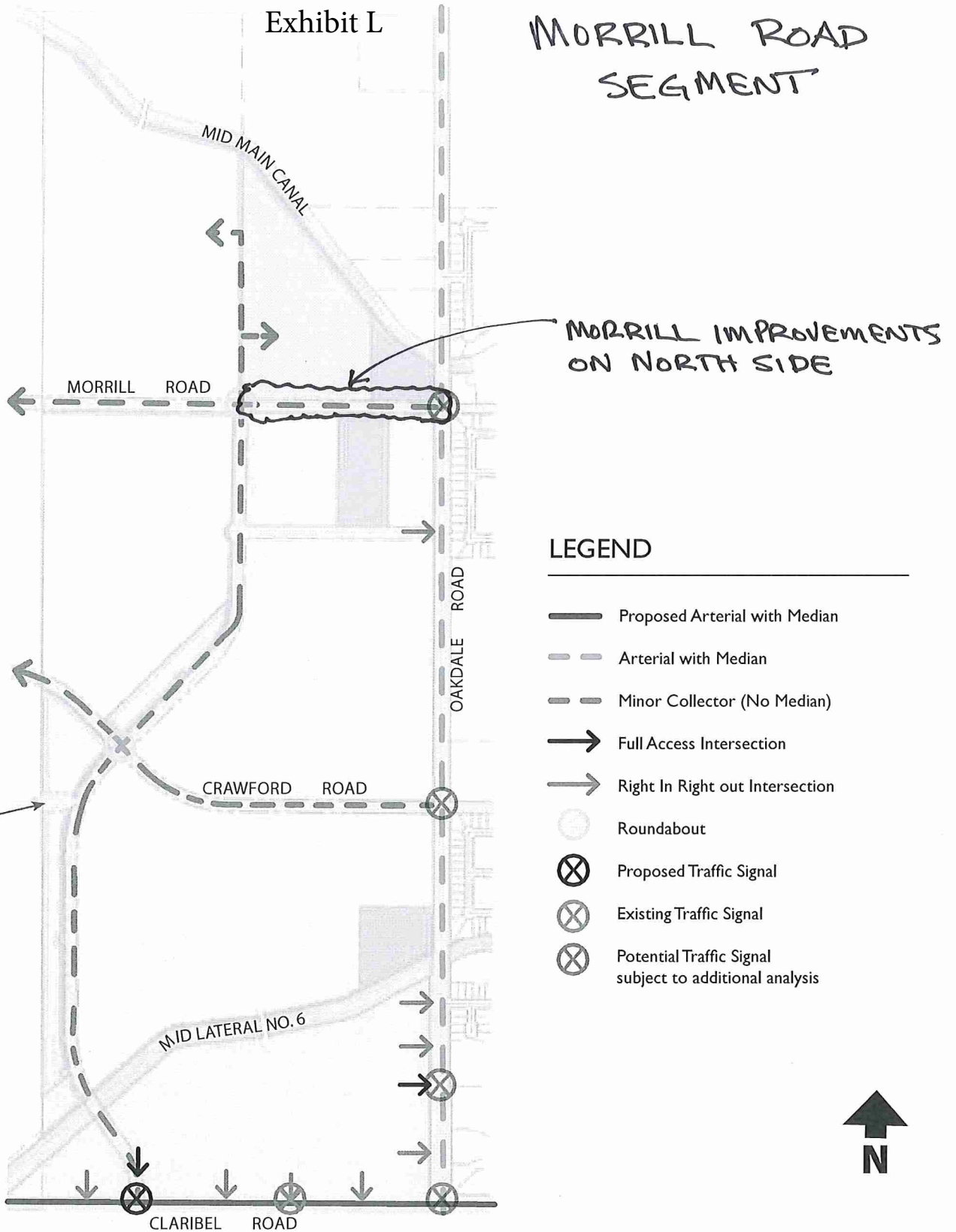


Figure 8 – Proposed Crossroads West Circulation Plan



EXHIBIT M
Draft Specific Plan Area Fee Concept

Exhibit M

Draft Specific Plan Area Fee Concept

The following Items are generally slated for inclusion in a Specific Plan Area Fee (SPAF) for the project. At the time of creation of a Specific Plan Area Fee, items may be added, deleted, or modified, based on discussions between City and Developer.

Some of these items may be included in an Infrastructure CFD contemplated by the Development Agreement, and further discussed in Exhibit M to the Development Agreement.

Infrastructure Overview:

Storm Drainage:

The CWSP will construct its own storm drainage system. The proposed system is an approximately 19 acre storm drainage/park dual use system on the Machado property, and a shared facility on the Harrigfeld/future Sports Park expansion property.

The system will include internal storm drain lines within collector roadways, to capture subdivision and road runoff and convey it to the dual use basin.

The system will include an outfall to the MID Lateral No. 6 canal or the MID Main Canal.

Parks:

The project will provide neighborhood parks in lieu of paying the neighborhood park component of the park fee (\$2,347).

The Machado neighborhood park obligation (based on 1,200 lots), is about 12 acres. The Harrigfeld neighborhood park obligation (based on 300 lots), is about 3 acres.

Roads:

The project will construct Collector level roads and local roads concurrent with development, as well as the Collector-Related Facilities.

Machado Specific Plan Area Fee

The Machado property development will include construction of the following project specific improvements that have an overall project benefit. In parentheses after each item is the current engineer's estimate for the improvement (including construction contingency, engineering, surveying and construction inspection):

1. Dual Use Park/Basin (\$2,900,000);
2. Roadways Adjacent to Parks (\$2,000,000);
3. Fully Developed Park Land (\$1,300,000);
4. Bike Trail (\$200,000)
5. North/South Collector Road (\$2,500,000);
6. Crawford Road (\$3,000,000);
7. Morrill Road (\$1,700,000);
8. Bridge over MID Lateral No. 6 (\$460,000);
9. New Crawford Road Gate (\$344,000);
10. Specific Plan Reimbursement Fee (\$1,290,000); and,
11. City Administrative Fee.

Approximately \$15,694,000 could be considered for inclusion into the SPAF. This would result in a SPAF of approximately \$80,000 per acre, or about \$12,000 to \$16,000 per unit on average. The per unit fee may be different based on housing types, and after discussions between the City and Developer.

This analysis does not add a value for land dedicated, and all these improvements will be dedicated to the City. City and Developer will discuss whether to include land value in the SPAF.

Harrigfeld Specific Plan Area Fee

The Harrigfeld property development will include construction of the following project specific improvements that have an overall project benefit. In parentheses after each item is the current engineer's estimate for the improvement (including construction contingency, engineering, surveying and construction inspection):

1. Dual Use Park/Basin (\$550,000);
2. Roadways Adjacent to Parks (\$820,000);
3. Fully Developed Park Land (\$1,100,000);
4. Bike Trail (\$100,000)
5. North/South Collector Road (\$420,000);
6. Morrill Road (\$850,000);
7. Bridge over MID Lateral No. 6 (\$115,000);
8. New Crawford Road Gate (\$86,000);
9. Specific Plan Reimbursement Fee (\$250,000); and,
10. City Administrative Fee.

Approximately \$4,531,000 could be considered for inclusion into the SPAF. This would result in a SPAF of approximately \$80,000 per acre, or about \$12,000 to \$16,000 per unit on average. The per unit fee may be different based on housing types, and after discussions between the City and Developer.

This analysis does not add a value for land dedicated, and all these improvements will be dedicated to the City. City and Developer will discuss whether to include land value in the SPAF.

EXHIBIT N
Draft Infrastructure CFD Concept

Exhibit N

Draft Infrastructure CFD Concept

Overview:

City and Developers enter into a CFD that can generate about \$15,400,000 in Bond Proceeds, split \$10,000,000 for Developer installed improvements and about \$5,400,000 for City installed improvements. Developer Priority 1 improvements will be fully reimbursed at actual cost, up to Estimated Cost. CFD will not include an Undeveloped Land Tax. Any unused Bond Proceeds in Developer Priority 1 can be used to reimburse Developer Priority 2 improvements. City will have full control of City Priority 1 proceeds.

Priority, timing and CFD size will be further defined with the preparation of the Rate and Method of Apportionment.

<u>Developer Priority 1:</u>	<u>Estimated Cost:</u>
Dual Use Park/Basin Facilities	\$3,450,000
Bike Trails	\$ 300,000
Roadways Adjacent to Parks	\$2,820,000
Collector-Related Facilities	<u>\$1,005,000</u>
Developer Priority 1 Estimate:	\$7,575,000

Developer Priority 2:

Collector Roads	
Sewer Line Oversizing (in Crawford)	
Parkland	
Other Specific Plan Improvements	
Developer Priority 2 Estimate:	\$2,425,000

City Priority 1:

City Controlled:

Fully Developed Park Improvements	\$2,400,000
Entry Features/Public Art/Off-site Improvements at City's Discretion	\$3,000,000
City Priority 1 Estimate:	\$5,400,000

EXHIBIT O
City Ordinance No. _____ Adopting the Development Agreement and Related Policies

Exhibit O

CITY OF RIVERBANK ORDINANCE NO. 2019-XXX

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF RIVERBANK APPROVING A DEVELOPMENT AGREEMENT BY AND BETWEEN THE CITY OF RIVERBANK AND THE MACHADO PARTIES AND THE HARRIGFELD PARTIES (CROSSROADS WEST SPECIFIC PLAN)

WHEREAS, to strengthen the public planning process, encourage private participation in comprehensive planning, and reduce the economic risk of development, the California Legislature adopted Government Code section 65864 *et seq.*, which authorizes the City and an individual with a legal or equitable interest in real property to enter into a development agreement that establishes certain development rights in real property; and

WHEREAS, the Riverbank City Attorney and City staff have negotiated a Development Agreement with the Machado and Harrigfeld families ("Developer"), to provide Developer with a vested right to develop approximately 300 acres, in the areas designated as Phase B and Phase C in the Crossroads West Specific Plan ("CWSP") area, in accordance with the land use regulations and other policies of the CWSP (the "M&HP Project"); and

WHEREAS, the Development Agreement provides a vested right for Developer to improve, develop, and use real property for the M&HP Project in compliance with the CWSP and applicable land use regulations defined in the Development Agreement; and

WHEREAS, an Environmental Impact Report ("EIR") and Mitigation Monitoring and Reporting Program ("MMRP") has been prepared pursuant to the California Environmental Quality Act, which analyzes development of the M&HP Project in accordance with the land use regulations in the Crossroads West Specific Plan ("CWSP"); and

WHEREAS, based on the requirement for the Development Agreement to conform to the CWSP and applicable City policies, the City Council finds that the impacts related to the M&HP Properties as proposed therein were sufficiently analyzed in the CWSP EIR, and mitigated, where feasible; and,

WHEREAS, the City Council further finds that there are no substantial changes to the M&HP Projects, or to the circumstances under which they are undertaken, and there is no substantially significant new information regarding the M&HP Projects that was not evaluated in the CWSP EIR, and that pursuant to CEQA Guideline 15162 further environmental review is not warranted under CEQA; and

WHEREAS, the Planning Commission held a duly noticed public hearing on October 1, 2019, to consider the Development Agreement and make recommendations to the City Council; and

WHEREAS, the City Council held a duly noticed public hearing on _____, 2019, to consider the Development Agreement; and

WHEREAS, the City Council of the City finds, based on its independent review and analysis of staff's recommendations, oral and written testimony, and the record as a whole, after due study, deliberation, and public hearing, and based on its independent judgment, that the following circumstances exist:

1. The Project is consistent with the goals, policies, and standards of the City of Riverbank General Plan and all other applicable standards and ordinances of the City of Riverbank.
2. In accordance with Government Code section 65864 *et seq.*, the City Council finds that the Development Agreement:
 - a. Is consistent with the objectives, policies, general land uses, and programs specified in the Riverbank General Plan and the Crossroads West Specific Plan; and
 - b. Will provide significant benefits to the public, (i) through greater retail, commercial and restaurant amenities, employment opportunities, and potentially new housing units, and (ii) through the MU-1 MMRP incorporated into the Development Agreement, therefore the Development Agreement will not be detrimental to the health, safety, and general welfare of City residents and the general public; and
 - c. Includes a detailed Phasing Plan and therefore not adversely affect the orderly development of property or the preservation of property values; and
 - d. Is consistent with the provisions of Government Code sections 65864 through 65869.5; and
 - e. Contains a legal description of the property.

NOW, THEREFORE, THE CITY OF RIVERBANK CITY COUNCIL DOES ORDAIN AS FOLLOWS:

SECTION 1. The City Council of the City of Riverbank approves the Development Agreement by and between the City of Riverbank and the Machado Parties and the Harrigfeld Parties (Crossroads West Specific Plan), and the City Council instructs the City Manager to execute the Development Agreement subject to final, technical revisions as required and approved by the City Attorney.

SECTION 2. The City shall review the Development Agreement for compliance with its terms and conditions not less than once every twelve (12) months from the effective date of the Development Agreement; or as otherwise required pursuant to the terms of the Development Agreement.

SECTION 3. Notice of the public hearing on the proposed Development Agreement was published in the Riverbank News, a newspaper of general circulation; and notices of the public hearing on the proposed Development Agreement were mailed to all interested parties and property owners within 300 feet of the property, according to the most recent assessor's roll.

SECTION 4. Environmental impacts for the M&HP Projects have been reviewed and assessed by the City pursuant to CEQA (Public Resources Code section 21000 *et seq.*; California Code of Regulations Title 14, section 15000 *et seq.*), and all applicable mitigation will be implemented through the CWSP MMRP. Pursuant to 14 Cal. Code Reg. 15162, no further environmental review is warranted.

SECTION 5. If any section, subsection, sentence, clause, phrase, or word of this Ordinance is for any reason held by a court of competent jurisdiction to be unconstitutional or invalid for any reason, such decision shall not affect the validity of the remaining portions of the Ordinance. The City Council of the City of Riverbank hereby declares that it would have passed this Ordinance and each section, subsection, sentence, clause, phrase, and word thereof, irrespective of the fact that any one or more section(s), subsection(s), sentence(s), clause(s), phrase(s), or word(s) be declared invalid.

SECTION 6. This Ordinance shall become effective thirty (30) days from and after its final passage and adoption, and publication of the Ordinance shall occur in a newspaper of general circulation at least fifteen (15) days prior to its effective date, or a summary of the Ordinance published in a newspaper of general circulation at least five (5) days prior to adoption and again at least fifteen (15) days prior to its effective date.

The foregoing was introduced at a regular meeting of the City Council of the City of Riverbank held on the ____ day of _____, 2019; motioned by Councilmember _____, seconded by Councilmember _____, and upon roll call was carried by the following vote ____:

AYES:

NAYS:

ABSENT:

ABSTAIN:

ATTEST:

APPROVED:

Annabelle Aguilar, CMC
City Clerk

Richard D. O'Brien
Mayor

Attachment 2

City of Riverbank Planning Commission Resolution No. 2019-015

A Resolution of the Planning Commission of the City of Riverbank ("City"),
Recommending that the City Council Approve Preliminary Development Plan 2018-0002 and Tentative Map 2018-0005 (a Large Lot Map) by the Machado Parties for the Crossroads West Specific Plan

WHEREAS, the Machado Parties ("Machado") have filed with the City a Preliminary Development Plan outlining the conceptual layout of structures and public improvements on residential, mixed use, and park properties, which is designated as Phase B in the Crossroads West Specific Plan, and which is more specifically described as the property located to the west of Oakdale Road, to the north of MID Lateral No. 6, to the south of Morrill Road, and which is further identified as Stanislaus County APNs 074-014-006, 074-011-009, and 074-011-004, consisting of approximately 239.61 acres (the "Machado Properties"); and

WHEREAS, Machado has filed with the City an application for a large lot Tentative Map 2018-0005 to subdivide the Machado Properties into 23 parcels for residential, mixed-use, and park development, in a manner that is overlaid with the Preliminary Development Plan layout; and

WHEREAS, an Environmental Impact Report (EIR) and Mitigation Monitoring and Reporting Program has been prepared pursuant to the California Environmental Quality Act, which analyzes development of the Machado Properties in accordance with the land use regulations in the Crossroads West Specific Plan (CWSP); and

WHEREAS, the City reviewed the Preliminary Development Plan in accordance with the land use regulations in the CWSP and applicable City policies and ordinances and the City has determined that the Preliminary Development Plan is consistent with the CWSP and applicable City policies and ordinances; and

WHEREAS, the City has reviewed and processed the large lot Tentative Map pursuant to the Subdivision Map Act and the City's subdivision ordinance and the City has determined that the large lot Tentative Map is consistent with the Subdivision Map Act and applicable City policies and ordinances; and,

WHEREAS, based on the finding of conformance of the Preliminary Development Plan and Tentative Map with the CWSP and applicable City policies, the City finds that the impacts related to the Machado Properties as proposed therein were sufficiently analyzed and mitigated, where feasible, in the CWSP EIR, and that further environmental review is not warranted under CEQA; and

WHEREAS, on October 1, 2019, the Planning Commission conducted a duly advertised public hearing, reviewed staff reports, considered testimony both for and against the proposed large lot Tentative Map and the Preliminary Development Plan, and concluded its proceedings.

NOW, THEREFORE, THE PLANNING COMMISSION OF THE CITY OF RIVERBANK HEREBY RESOLVES that it hereby recommends that the City Council approve Preliminary Development Plan 2018-0003 by the Machado Parties, attached hereto as Exhibit "A" and incorporated herein by this reference, and subject to the City Council's approval of Development Agreement 2018-02 between the City and the Machado and Harrigfeld Parties;

THE PLANNING COMMISSION OF THE CITY OF RIVERBANK FURTHER RESOLVES that it hereby recommends that the City Council approve Tentative Map 2018-0005 by the Machado Parties, attached hereto as Exhibit "B" and incorporated herein by this reference, and subject to the City Council's approval of Development Agreement 2018-02 between the City and the Machado and Harrigfeld Parties.

PASSED AND ADOPTED by the Planning Commission of the City of Riverbank at a regular meeting held on the 1st day of October 2019; motioned by Commissioner _____, seconded by Commissioner _____, and upon roll call was carried by the following Planning Commission vote of ____-____:

AYES: Commissioners:

NAYS:

ABSENT:

ABSTAIN:

Attest:

Approved:

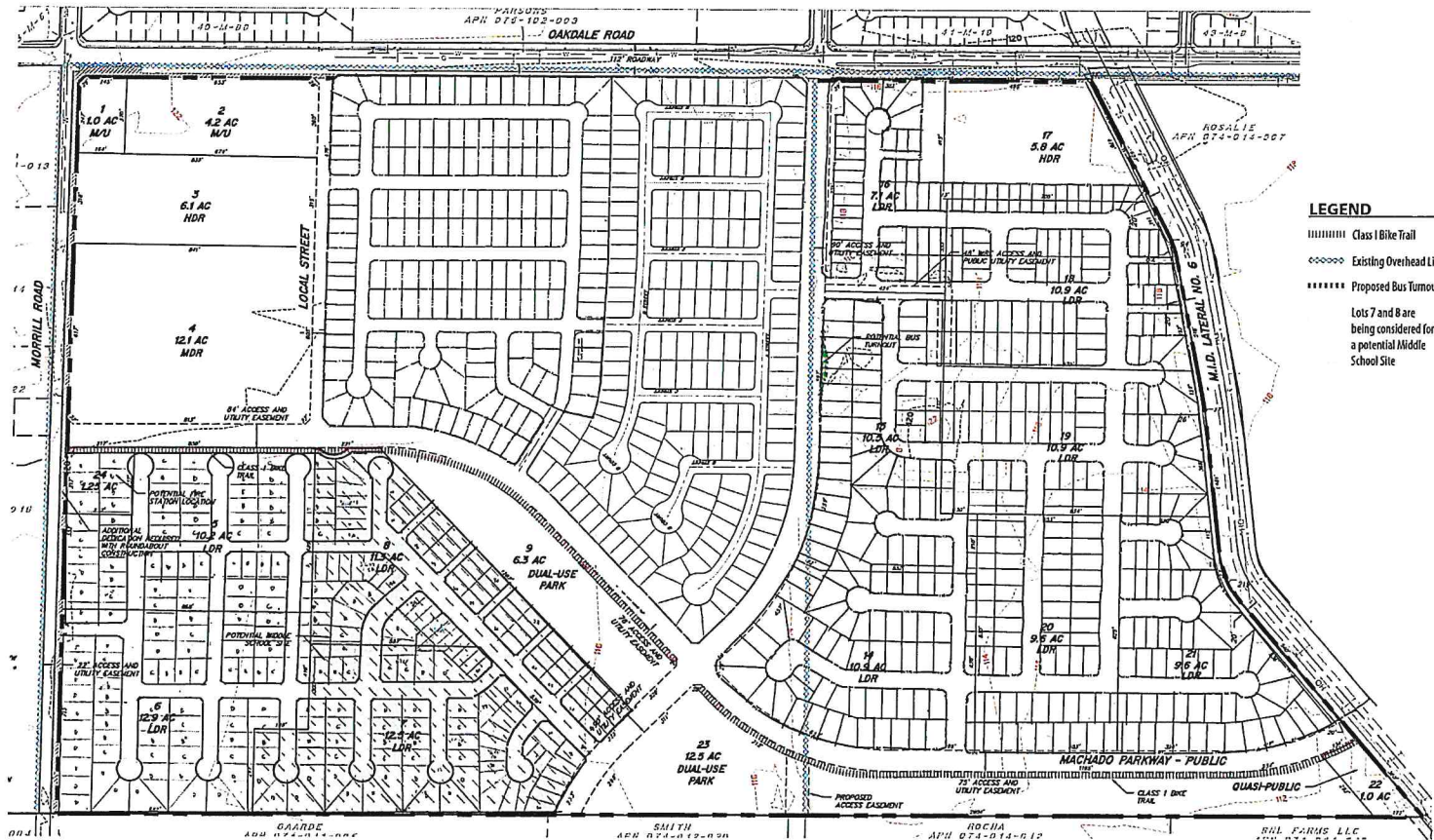
Donna M. Kenney, Secretary
Planning and Building Manager

John Dinan, Chair
Planning Commission

EXHIBIT A

Preliminary Development Plan 2018-0002

Exhibit A



CITY OF RIVERBANK
JUN 04 2019
DEVELOPMENT SERVICES



4.23.2019 MVE Inc. 1117 L Street Modesto, CA 95354 866.526.4214 www.mve.net	PRELIMINARY DEVELOPMENT PLAN (MACHADO FAMILY) LARGE LOT OVERLAY EXHIBIT Riverbank, California	CROSSROADS WEST DEVELOPER GROUP
---	--	--

Project Management • Civil/Structural Engineering • Urban Design • Land Planning • Entitlements • Right-of-Way/Permitting • Surveying • Construction Staking • Graphics
Providing services in California and Nevada.

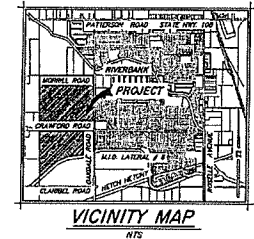
EXHIBIT B

Tentative Map 2018-0005

Exhibit B 1 of 2

CROSSROADS WEST MACHADO FAMILY PROPERTY TENTATIVE SUBDIVISION MAP RIVERBANK, CALIFORNIA

BEING A PORTION OF SOUTH 1/2 OF SECTION 27,
TOWNSHIP 5 SOUTH, RANGE 10 EAST, MOUNT Diablo MERIDIAN
COUNTY OF STANISLAUS, STATE OF CALIFORNIA



WRITTEN STATEMENTS

1. ALL EXISTING STRUCTURES ARE TO BE REMOVED IN CONNECTION WITH THE PROPOSED PROJECT. EXISTING HOUSES, GARAGES, POOLS, AND WELLS THEREIN WILL BE REMOVED OR ABANDONED FOR THE CITY OF RIVERBANK AND NEIGHBORING COMMUNITIES.
2. ALL EXISTING TREES ARE TO BE REMOVED IN CONNECTION WITH THE PROPOSED PROJECT. EXISTING TREES ARE TO BE REMOVED OR ABANDONED FOR THE CITY OF RIVERBANK AND NEIGHBORING COMMUNITIES.
3. FOR PURPOSES OF CLARITY, RIGHT-OF-WAY ABANDONMENT SHOWN ON THIS SHEET.
4. EXISTING EROSION AND IRRIGATION IMPROVEMENTS TO BE RELOCATED, REMOVED OR ABANDONED IN ACCORDANCE WITH ALL REQUIREMENTS.

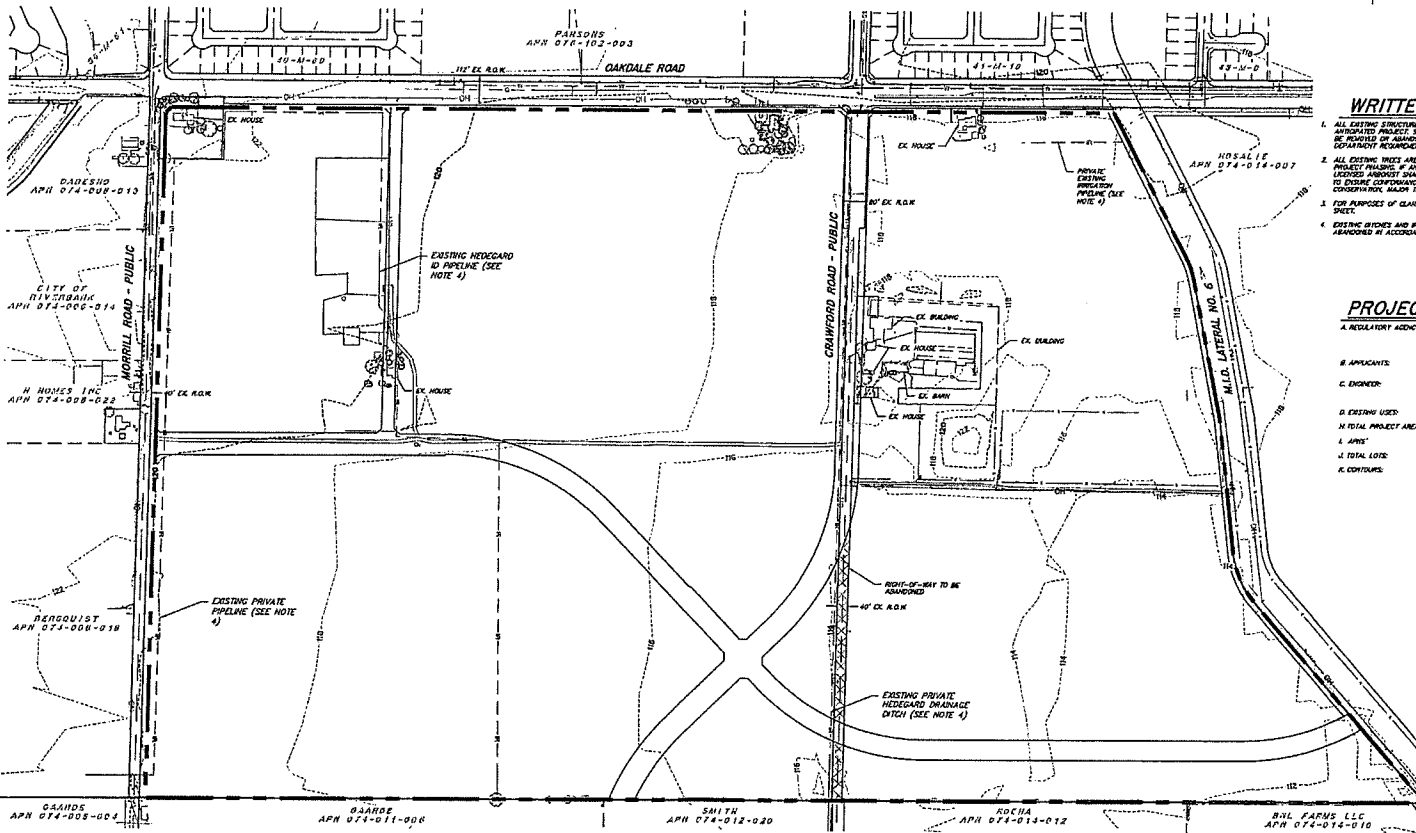
PROJECT INFORMATION

- A. REGULATORY AGENCY: CITY OF RIVERBANK
1001 THIRD STREET
RIVERBANK, CA 95271
P. 952-040-1774
- B. APPLICANTS: MRS. PATRICIA ALEXANDRE MACHADO
AND MACHADO FAMILIES
- C. ENGINEER: MVE INC.
1117 L STREET
MODESTO, CA 95354
- D. EXISTING USES: AGRICULTURE
- H. TOTAL PROJECT AREA: 2429 ACRES
- I. APRES: 074-011-004.000 AND 074-011-008
- J. TOTAL LOTS: 24
- K. CONTIGUOUS: 1 FOOT INTERVALS

CITY OF RIVERBANK

JUN 04 2019

DEVELOPMENT SERVICE



EXISTING CONDITION
SCALE=1"=200'

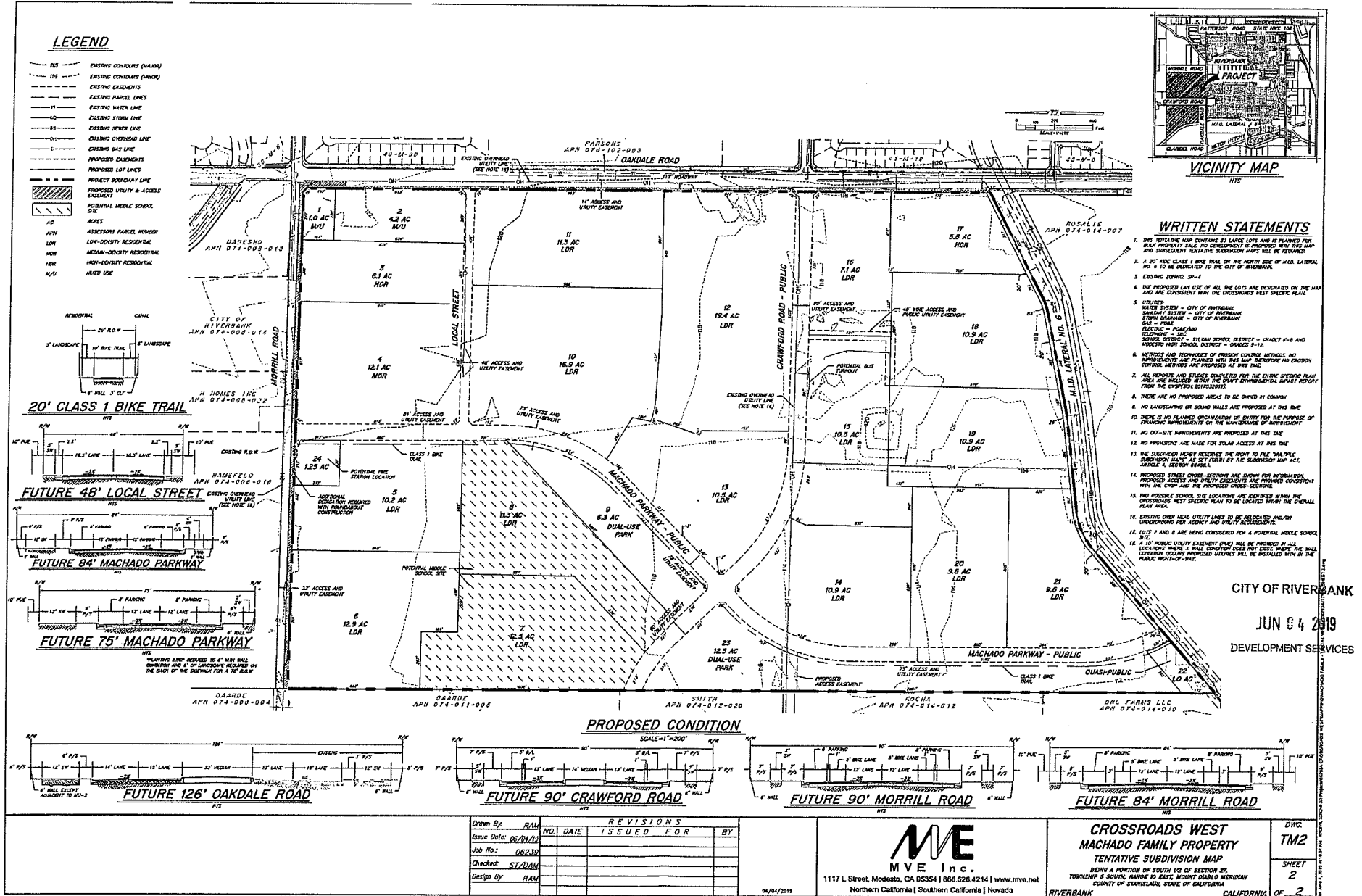
REVISIONS				
Drawn By	RAM	NO.	DATE	ISSUED FOR
Issue Date:	06/04/19			
Job No.:	06238			
Checked:	ST/DAM			
Design By:	RAM			

MVE
MVE Inc.
1117 L Street, Modesto, CA 95354 | 866.626.4214 | www.mve.net
Northern California | Southern California | Nevada

**CROSSROADS WEST
MACHADO FAMILY PROPERTY
TENTATIVE SUBDIVISION MAP**
BEING A PORTION OF SOUTH 1/2 OF SECTION 27,
TOWNSHIP 5 SOUTH, RANGE 10 EAST, MOUNT Diablo MERIDIAN
COUNTY OF STANISLAUS, STATE OF CALIFORNIA

DWG: TM1
SHEET 1
RIVERBANK CALIFORNIA OF 2

Exhibit B 2 of 2



Attachment 3

City of Riverbank Planning Commission Resolution No. 2019-016

A Resolution of the Planning Commission of the City of Riverbank ("City"),
Recommending that the City Council Approve Preliminary Development Plan 2018-
0003 and Tentative Map 2018-0006 by the Machado Parties for the
Crossroads West Specific Plan

WHEREAS, the Machado Parties (Machado) have filed with the City a Preliminary Development Plan outlining the conceptual layout of structures and public improvements on the Machado property, within an area designated as Phase B in the Crossroads West Specific Plan, and which is more specifically described as the property located to the west of Oakdale Road and to the north of Crawford Road, the northwest corner of the Oakdale Road-Crawford Road intersection, and which is further identified as a portion of Stanislaus County APN 074-011-009, consisting of approximately 29.9 acres (the "Subdivision 1 Property"); and

WHEREAS, Machado has filed with the City an application for Tentative Map 2018-0006 to subdivide the Subdivision 1 Property into +/-182 parcels for residential development, in a manner that is overlaid with the Preliminary Development Plan layout; and

WHEREAS, an Environmental Impact Report (EIR) and Mitigation Monitoring and Reporting Program has been prepared pursuant to the California Environmental Quality Act, which analyzes development of the Subdivision 1 Property in accordance with the land use regulations in the Crossroads West Specific Plan (CWSP); and

WHEREAS, the City reviewed the Preliminary Development Plan in accordance with the land use regulations in the CWSP and applicable City policies and ordinances and the City has determined that the Preliminary Development Plan is consistent with the CWSP and applicable City policies and ordinances; and

WHEREAS, the City has reviewed and processed the Tentative Map pursuant to the Subdivision Map Act and the City's subdivision ordinance and the City has determined that the Tentative Map is consistent with the Subdivision Map Act and applicable City policies and ordinances; and,

WHEREAS, based on the finding of conformance of the Preliminary Development Plan and Tentative Parcel Map with the CWSP and applicable City policies, the City finds that the impacts related to the Subdivision 1 Property as proposed therein were sufficiently analyzed and mitigated, where feasible, in the CWSP EIR, and that further environmental review is not warranted under CEQA; and

WHEREAS, on October 1, 2019, the Planning Commission conducted a duly advertised public hearing, reviewed staff reports, considered testimony both for and against the proposed Tentative Map and the Preliminary Development Plan, and concluded its proceedings.

NOW, THEREFORE, THE PLANNING COMMISSION OF THE CITY OF RIVERBANK HEREBY RESOLVES that it hereby recommends that the City Council approve Preliminary Development Plan 2018-0003 by the Machado Parties, attached hereto as Exhibit "A" and incorporated herein by this reference, and subject to the City Council's approval of Development Agreement 2018-02 between the City and Machado and Harrigfeld Parties;

THE PLANNING COMMISSION OF THE CITY OF RIVERBANK FURTHER RESOLVES that it hereby recommends that the City Council approve Tentative Map 2018-0006 by the Machado Parties, attached hereto as Exhibit "B" and incorporated herein by this reference, and subject to the City Council's approval of Development Agreement 2018-02 between the City and the Machado Harrigfeld Parties.

PASSED AND ADOPTED by the Planning Commission of the City of Riverbank at a regular meeting held on the 1st day of October 2019; motioned by Commissioner _____, seconded by Commissioner _____, and upon roll call was carried by the following Planning Commission vote of ____-____:

AYES: Commissioners:

NAYS:

ABSENT:

ABSTAIN:

Attest:

Approved:

Donna M. Kenney, Secretary
Planning and Building Manager

John Dinan, Chair
Planning Commission

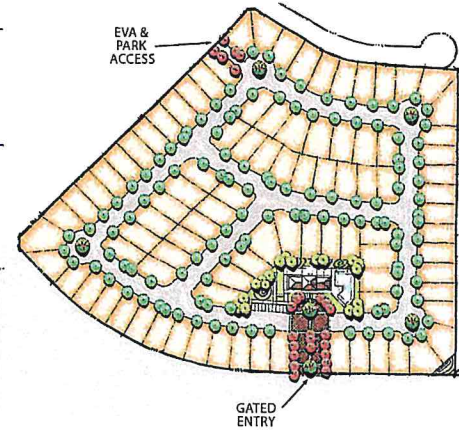
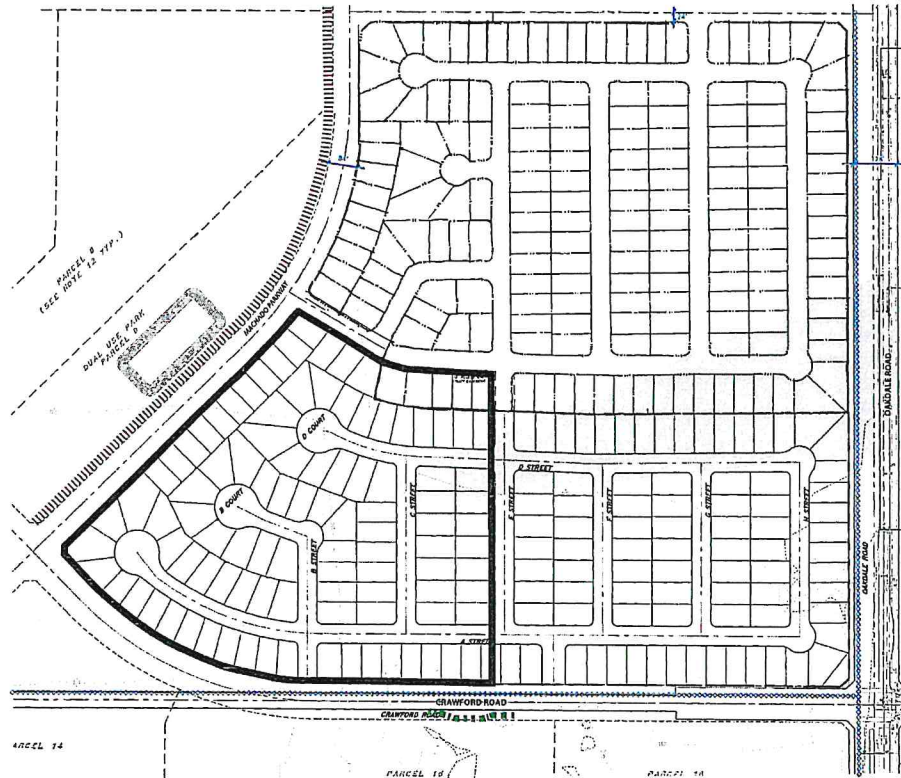
EXHIBIT A

Preliminary Development Plan 2018-0003

Exhibit A

LEGEND

- Class I Bike Trail
- Proposed Bus Turnout
- Existing Overhead Lines



Site Summary

Total Acreage: 55 acres
 Density: 5 lots/acre
 Total Lots: 351
 Lot Size: 50'x100'
 Corner Lot: 55'x100'
 Interior Road Width: 48'

Note: Utility Connection Points to be at Machado Parkway and Crawford Road as applicable

Alternative Gated Community

Site Area	±17 acres
5,500 SF lots	50
5,000 SF lots	43
Total lots	93
Density	5.5 D.U./Ac
Community Center	±35,000 SF

CITY OF RIVERBANK

JUN 4 2019

DEVELOPMENT SERVICES



6.03.2019 MVE Inc. 11171 Street Modesto, CA 95254 866.330.4214 www.mveinc.net	PRELIMINARY DEVELOPMENT PLAN FOR LDR 3 (MACHADO FAMILY) Riverbank, California	CROSSROADS WEST DEVELOPER GROUP
--	---	---

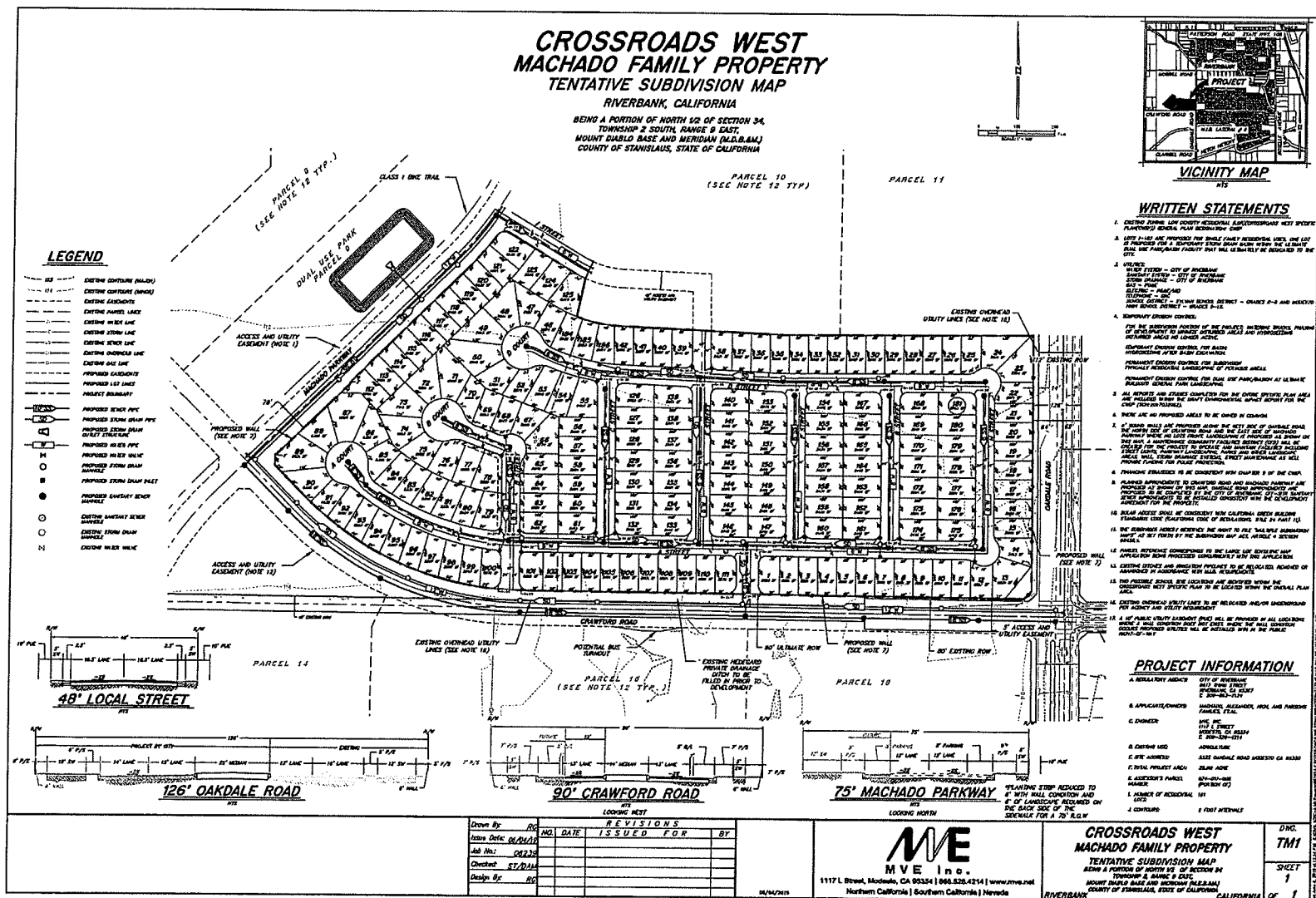
Project Management • Civil/Structural Engineering • Urban Design • Land Planning • Entitlements • Right-of-Way/Permitting • Surveying • Construction Staking • Graphics

Providing services in California and Nevada

EXHIBIT B

Tentative Map 2018-0006

Exhibit B



Attachmnet 4

City of Riverbank Planning Commission Resolution No. 2019-017

A Resolution of the Planning Commission of the City of Riverbank ("City"),
Recommending that the City Council Approve Preliminary Development Plan 2018-0004 and Tentative Map 2018-0007 (a Large Lot Map) by the Harrigfeld Parties for the Crossroads West Specific Plan

WHEREAS, the Harrigfeld Parties (Harrigfeld) has filed with the City a Preliminary Development Plan outlining the conceptual layout of structures and public improvements on the Harrigfeld Property, which is designated as part of Phase C in the Crossroads West Specific Plan, and which is more specifically described as the properties located to the west of Oakdale Road and the Riverbank Sports Complex, to the north of Morrill Road, and to the south of the Modesto Irrigation District Main Irrigation Canal, and which is further identified as Stanislaus County APN 074-006-016 consisting of approximately 60.43 acres (the "Harrigfeld Property"); and

WHEREAS, Harrigfeld has filed with the City an application for large lot Tentative Map 2018-0007 to subdivide the Harrigfeld Property into four (4) parcels for residential and park development, in a manner that is overlaid with the Preliminary Development Plan layout; and

WHEREAS, an Environmental Impact Report (EIR) and Mitigation Monitoring and Reporting Program has been prepared pursuant to the California Environmental Quality Act, which analyzes development of the Harrigfeld Property in accordance with the land use regulations in the Crossroads West Specific Plan (CWSP); and

WHEREAS, the City reviewed the Preliminary Development Plan in accordance with the land use regulations in the CWSP and applicable City policies and ordinances and the City has determined that the Preliminary Development Plan is consistent with the CWSP and applicable City policies and ordinances; and

WHEREAS, the City has reviewed and processed the Tentative Map pursuant to the Subdivision Map Act and the City's subdivision ordinance and the City has determined that the Tentative Map is consistent with the Subdivision Map Act and applicable City policies and ordinances; and,

WHEREAS, based on the finding of conformance of the Preliminary Development Plan and Tentative Map with the CWSP and applicable City policies, the City finds that the impacts related to the Harrigfeld Property as proposed therein were sufficiently analyzed and mitigated, where feasible, in the CWSP EIR, and that further environmental review is not warranted under CEQA; and

WHEREAS, on October 1, 2019, the Planning Commission conducted a duly advertised public hearing, reviewed staff reports, considered testimony both for and against the proposed Tentative Map and the Preliminary Development Plan, and concluded its proceedings.

NOW, THEREFORE, THE PLANNING COMMISSION OF THE CITY OF RIVERBANK HEREBY RESOLVES that it hereby recommends that the City Council approve Preliminary Development Plan 2018-0004 by the Harrigfeld Party, attached hereto as Exhibit "A" and incorporated herein by this reference, and subject to the City Council's approval of Development Agreement 2018-02 between the City and Machado and Harrigfeld Parties;

THE PLANNING COMMISSION OF THE CITY OF RIVERBANK FURTHER RESOLVES that it hereby recommends that the City Council approve Tentative Map 2018-0007 by the Harrigfeld Party, attached hereto as Exhibit "B" and incorporated herein by this reference, and subject to the City Council's approval of Development Agreement 2018-02 between the City and Machado and Harrigfeld Parties.

PASSED AND ADOPTED by the Planning Commission of the City of Riverbank at a regular meeting held on the 1st day of October 2019; motioned by Commissioner _____, seconded by Commissioner _____, and upon roll call was carried by the following Planning Commission vote of ____-____:

AYES: Commissioners:

NAYS:

ABSENT:

ABSTAIN:

Attest:

Approved:

Donna M. Kenney, Secretary
Planning and Building Manager

John Dinan, Chair
Planning Commission

EXHIBIT A

Preliminary Development Plan 2018-0004

Exhibit A

Site Summary

Total Acreage: 59.2 acres (excluding 1.3 acres for Regional Sports Park)

Density: 5 lots/acre

Total Lots: 295

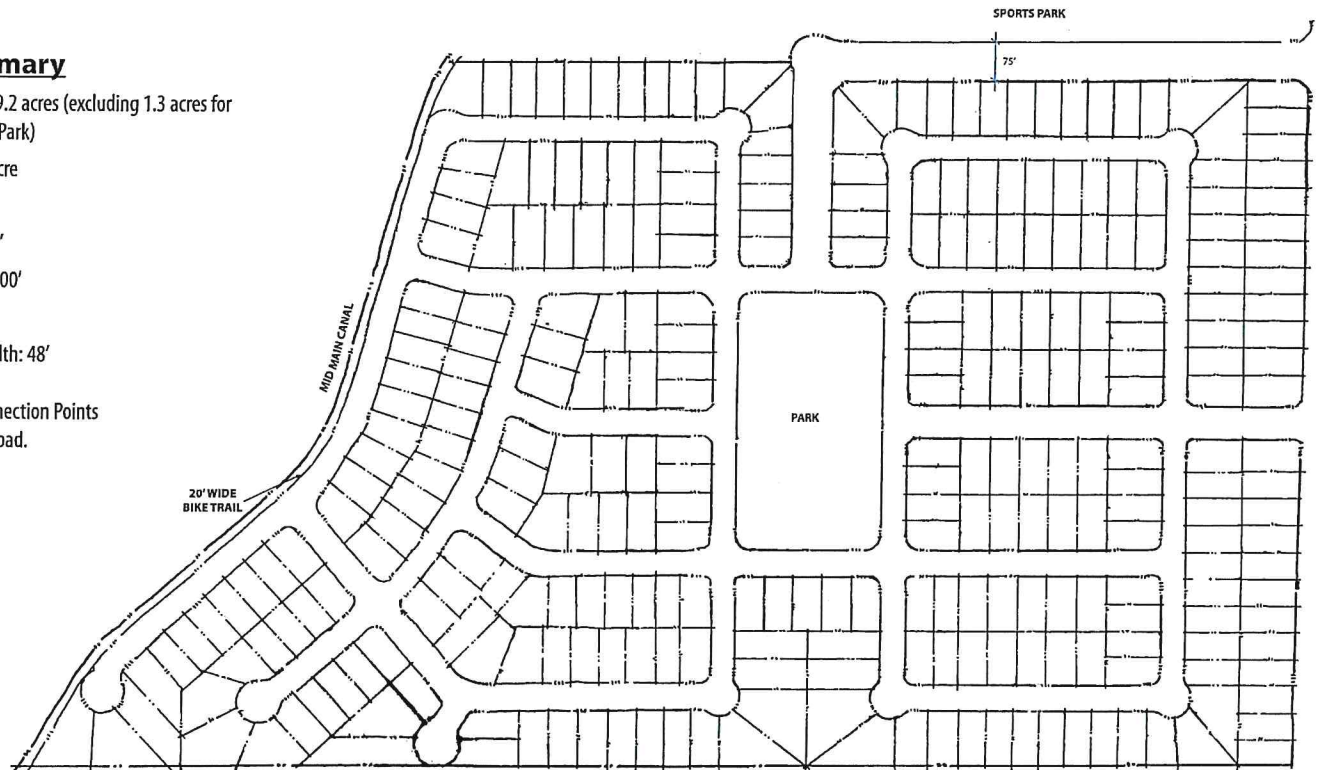
Lot Size: 50'x100'

Corner Lot: 55'x100'

Park Size: 3 acres

Interior Road Width: 48'

Note: Utility Connection Points
to be at Morrill Road.



CITY OF RIVERBANK

JUN 04 2019

DEVELOPMENT SERVICES

4.25.19



1117 L Street
Modesto, CA 95354
866.526.4214
www.mve.net

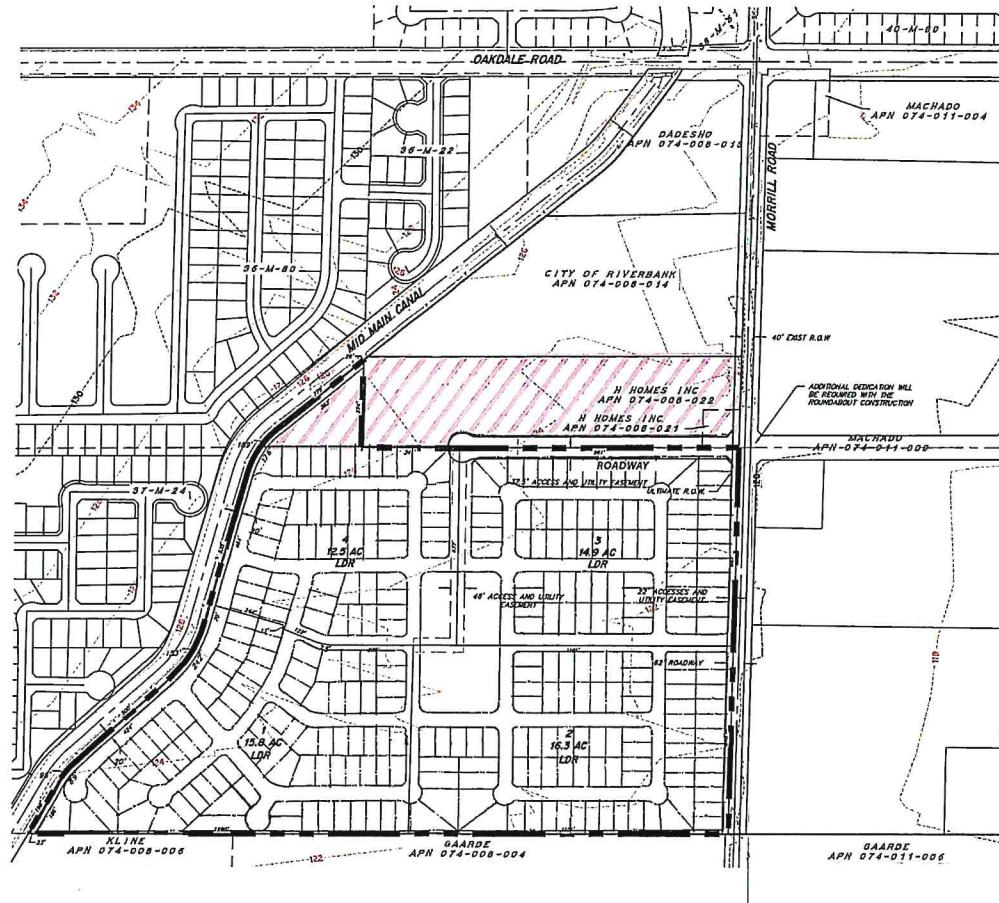
PRELIMINARY DEVELOPMENT PLAN FOR LDR1 (HARRIGFELD FAMILY) Riverbank, California

CROSSROADS WEST
DEVELOPER GROUP

Project Management • Civil/Structural Engineering • Urban Design • Land Planning • Entitlements • Right-of-Way/Permitting • Surveying • Construction Staking • Graphics
Providing services in California and Nevada.

Exhibit A

LEGEND
 Future Regional Sports Park



CITY OF RIVERBANK

JUN 04 2019

DEVELOPMENT SERVICES



6.3.2019  1117 L Street Modesto, CA 95354 866.526.4214 www.mve.net	PRELIMINARY DEVELOPMENT PLAN FOR LDR1 (HARRIGFELD FAMILY) LARGE LOT OVERLAY EXHIBIT Riverbank, California	CROSSROADS WEST DEVELOPER GROUP
---	--	--

Project Management • Civil/Structural Engineering • Urban Design • Land Planning • Entitlements • Right-of-Way/Permitting • Surveying • Construction Staking • Graphics
Providing services in California and Nevada.

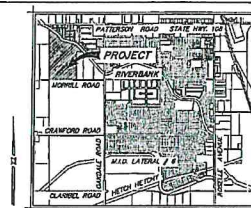
EXHIBIT B

Tentative Map 2018-0007

Exhibit B

CROSSROADS WEST HARRIGFELD FAMILY PROPERTY TENTATIVE PARCEL MAP RIVERBANK, CALIFORNIA

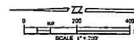
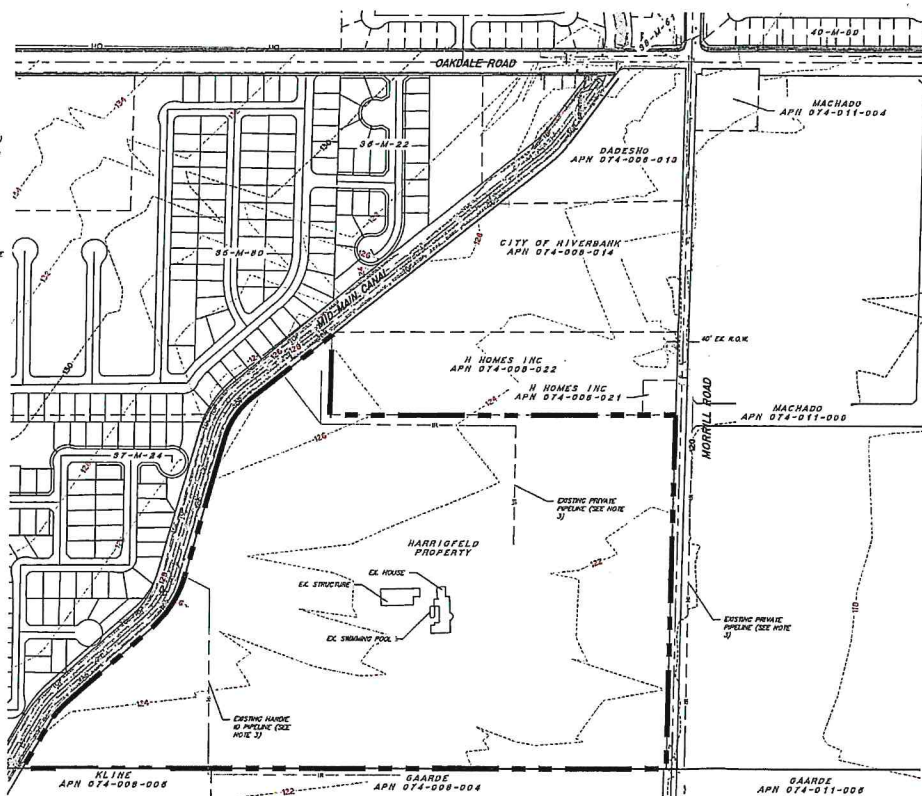
BEING A PORTION OF SOUTH HALF OF SECTION 27,
TOWNSHIP 2 SOUTH, RANGE 9 EAST, MOUNT DIABLO MERIDIAN
COUNTY OF STANISLAUS, STATE OF CALIFORNIA



VICINITY MAP
NITS

LEGEND

- EXISTING CONTOURS (BALCON)
- EXISTING CONTOURS (HATCH)
- EXISTING EASEMENTS
- EXISTING PARCEL LINES
- EXISTING WATER LINE
- EXISTING STORM LINE
- EXISTING SEWER LINE
- EXISTING OVERHEAD LINE
- EXISTING BARBED WIRE FENCE
- EXISTING JOINT POLE
- EXISTING FIRE HYDRANT
- EXISTING TREE
- EXISTING DIRT ROAD
- PROJECT BOUNDARY LINE
- APN ASSESSOR'S PARCEL NUMBER



WRITTEN STATEMENTS

- ALL EXISTING STRUCTURES ARE TO BE REMOVED IN CONFORMANCE WITH ANTI-CORRUPTION ACT. EXISTING UTILITIES, EASEMENTS, AND WELLS SHALL BE REMOVED OR ABANDONED IN ACCORDANCE WITH THE CITY OF RIVERBANK AND HEALTH DEPARTMENT REQUIREMENTS.
- ALL EXISTING TREES ARE TO BE REMOVED IN CONFORMANCE WITH ANTI-CORRUPTION ACT. EXISTING TREES SHALL BE REMOVED IN CONFORMANCE WITH THE CITY OF RIVERBANK AND HEALTH DEPARTMENT REQUIREMENTS. EXISTING TREES SHALL BE REMOVED IN CONFORMANCE WITH THE CITY OF RIVERBANK AND HEALTH DEPARTMENT REQUIREMENTS.
- EXISTING UTILITIES AND EASEMENTS ARE TO BE REMOVED, REMOVED OR ABANDONED IN ACCORDANCE WITH THE CITY OF RIVERBANK AND HEALTH DEPARTMENT REQUIREMENTS.

PROJECT INFORMATION

- A. REGULATORY AGENCY: CITY OF RIVERBANK
6411 MAIN STREET
RIVERBANK, CA 95354
C. 953-54-0174
- B. OWNER/APPLICANT: JOHN A. HARRIGFELD TRUST
1001 MONTELEONE ROAD
MODesto, CA 95354
- C. PROPERTY APN: 074-008-018
- D. ENGINEER: MVE INC.
1117 L STREET
MODesto, CA 95354
C. 953-54-0174
- E. EXISTING LAND USE: AGRICULTURE
- F. EXISTING ZONING: SP-1/LDR
- G. TOTAL PROJECT AREA: 600 ACRES
- H. TOTAL LOTS: 4
- I. CONTOURS: 2 FOOT INTERVALS

CITY OF RIVERBANK

JUN 04 2019

DEVELOPMENT SERVICES

CITY OF RIVERBANK

JUN 04 2019

DEVELOPMENT SERVICES

EXISTING CONDITION

Drawn By:	TH	NO.	DATE	REVISIONS	ISSUED FOR	BY
Issue Date:	06/04/19					
Job No.:	06219					
Checked:	DAM					
Design By:	RAM					

06/04/2019



1117 L Street, Modesto, CA 95354 | 866.826.4214 | www.mve.com
Northern California | Southern California | Nevada

CROSSROADS WEST
HARRIGFELD FAMILY PROPERTY
TENTATIVE PARCEL MAP

BEING A PORTION OF SOUTH HALF OF SECTION 27,
TOWNSHIP 2 SOUTH, RANGE 9 EAST, MOUNT DIABLO MERIDIAN
COUNTY OF STANISLAUS, STATE OF CALIFORNIA

RIVERBANK

DWG.
TM1

SHEET
1
OF 2

Exhibit B

