RECORDING REQUESTED BY AND
WHEN RECORDED RETURN TO:

City of Patterson
P.O. Box 667
1 Plaza
Patterson, California 95363
Attention: City Clerk

Stanislaus, County Recorder
Lee Lundrigan Co Recorder Office
DOC- 2015-0040990-00
Friday, MAY 29, 2015 11:49:03
Ttl Pd $0.00 Rcpt # 0003668940
OVP/R2/1-363

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CORRECTED FIRST AMENDMENT TO DEVELOPMENT AGREEMENT

BY AND BETWEEN

THE CITY OF PATTERSON

AND

JEFFERY E. ARAMBEL

RELATING TO THE DEVELOPMENT KNOWN AS

"ARAMBEL BUSINESS PARK"

Ordinance No. 741, Adopted on September 9, 2013

CORRECTED FIRST AMENDMENT DEVELOPMENT AGREEMENT

THIS CORRECTED FIRST AMENDMENT DEVELOPMENT AGREEMENT (this "Amendment") is made and entered into, this 26th day of May 2015, by and between the CITY OF PATTERSON, a municipal corporation of the State of California ("City"), whose mailing address is 1 Plaza, Patterson, California 95363 and Jeffery E. Arambel, an individual ("Developer"), whose address is 433 Roxanne Drive, Patterson, California 95363 (each individually a "Party" and collectively the "Parties"), who agree as follows:

RECITALS

WHEREAS, on September 19, 2013, the City recorded an amendment to a development agreement in the Office of the Stanislaus County Recorder as Document No. 2013-0079647-00, which included Conditions of Approval in Exhibit K to the underlying development agreement which differed from the Conditions of Approval approved by the City Council when the amendment was adopted pursuant to Ordinance 741 on September 9, 2013; and

WHEREAS, this Amendment includes corrected Conditions of Approval in Exhibit K to the underlying development agreement and supersedes the previous amendment recorded on September 19, 2013; and

WHEREAS, Developer is the fee simple owner of approximately 825.25 gross acres of land located in the City of Patterson, County of Stanislaus, State of California (the "Property"); and

WHEREAS, on August 21, 2012 the City adopted Ordinance No. 734, approving a Development Agreement ("Agreement") between the City and Developer for the Property, which is attached hereto as **Exhibit A** and incorporated herein by this reference

WHEREAS, under the Agreement Developer is to construct approximately 684.90 gross acres of light industrial space, 103.46 gross acres of business park space, and 36.89 gross acres of general commercial space on the Property (collectively, the "Arambel Project"); and

WHEREAS, the Agreement initially provided that the Developer would have the option of constructing an on-site sewer treatment plant or participating in a new community facilities district ("New CFD") to fund the City's costs for expanding its sewer treatment facilities to offset the Arambel Project's sewer impacts ("Sewer Impacts"); and

WHEREAS, the Parties agree that it is in the best interest of both Parties for the Developer to offset the Sewer Impacts through Developer's participation in the New CFD or similar financing mechanism; and

WHEREAS, this Amendment is entered into pursuant to Section 65868 and 65867.5 of the Government Code as well as Section 12.3 of the original Agreement which require that this Amendment be approved by City ordinance; and

WHEREAS, under this Amendment the Arambel Project will continue to provide for orderly growth and development consistent with the City's General Plan and other development policies and programs; and

WHEREAS, the City Council has determined that this Amendment is consistent with the General Plan, and the Master Development Plan, and has conducted all necessary proceedings in accordance with the City's rules and regulations for the approval of this Amendment; and

WHEREAS, on July 25, 2013 the City Planning Commission, in a duly notice and conducted public hearing, considered this Amendment and recommended that the City Council approve this Amendment; and

WHEREAS, on September 9, 2013, the City Council reviewed, adopted and entered into this Amendment pursuant to Ordinance No. 741.

NOW, THEREFORE, in consideration of the mutual covenants entered into between the Parties, and in consideration of the benefits that accrue to each, it is agreed as follows:

CORRECTED FIRST AMENDMENT TO AGREEMENT

Section 1. Findings. City hereby finds and determines that entering into this Amendment furthers the public health, safety and general welfare and that the provisions of this Amendment are consistent with the General Plan.

Section 2. Recitals. The Recitals above are true and correct and are hereby incorporated into and made a part of this Amendment. In the event of any inconsistency between the Recitals and the provisions of Sections 1 through 11 of this Amendment, the provisions of Section 1 through 11 shall prevail.

Section 3. Effective Date of Amendment. This Amendment shall become effective upon the date that the ordinance approving this Amendment becomes effective (the "Effective Date").

Section 4. Term of Amendment. The "Term" of this Amendment shall be the same as the Agreement.

Section 5. Recordation of Amendment. The City Clerk shall cause a copy of this Amendment to be recorded against title to the Property within ten (10) days of the Effective Date of this Amendment.

Section 6. Meaning of Terms. All terms set forth in this Amendment with an initial capitalized letter which are not otherwise defined herein shall have the meaning ascribed to them in the Agreement.

Section 7. Amendments to Agreement Provisions. The Agreement is amended as follows:

(a) Section 5.8(a)(ii) "Sewer Improvements" is amended to read as follows:

Sewer Improvements. Developer shall pay its fair share through participation in a New CFD to fund the expansion of the wastewater treatment plant ("Option 2"). The expansion of the wastewater treatment plant shall only be permitted if unallocated capacity remains available to support the Project. No development of more than seven million five hundred thousand (7,500,000) square feet shall occur until the wastewater treatment plant expansion is complete.

(b) Section 5.8(b)(ii) is amended to read as follows:

Sewer Improvements. The expansion of the wastewater treatment plant shall only be permitted if unallocated capacity remains available to support the Project. No more than seven million five hundred thousand (7,500,000) square feet of development shall occur prior to expansion of the City's wastewater treatment plant.

(c) Section 12.5. Is amended to read as follows:

Notices. Any notice or communication required hereunder between City and Developer must be in writing, and may be given either personally, by facsimile (with original forwarded by regular U.S. Mail), 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 shall be deemed to have been given when delivered to the Party to whom it is addressed. If given by facsimile transmission, a notice or communication shall be deemed to have been given and received upon actual physical receipt of the entire document by the receiving Party's facsimile machine. Notices transmitted by facsimile after 5:00 p.m. on a normal business day or on a Saturday, Sunday or holiday shall be deemed to have been given and received on the next normal business day. 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 (i) actual receipt by any of the addressees designated below as the party to whom notices are to be sent, or (ii) 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 hereto may at any time, by giving ten (10) days written notice to the other Party hereto, designate any other address in substitution of the address to which such notice or communication shall be given. Such notices or communications shall be given to the Parties at their addresses set forth below:

If to City:

City of Patterson
1 Plaza
Patterson, California 95363
Attention: City Manager
Tel: (209) 895-8000
Fax: (209) 895-8016

With copies to:

City of Patterson
1 Plaza
Patterson, California 95363
Attention: Community Development Director
Tel: (209) 895-8000
Fax: (209) 895-8016

and

Churchwell White LLP
1201 K Street, Suite 710
Sacramento, California 95814
Attention: Douglas L. White, Esq.
Tel: (916) 468-0950
Fax: (916) 468-0951

If to Developer:

Jeffery E. Arambel
433 Roxanne Dr.
Patterson, California 95363
Tel: (209) 892-2533
Fax: (209) 892-7917

With a copy to:

Joe Hollowell, III
1412 Rockhaven Drive
Modesto, California 95356
Tel: (209) 535-4012
Fax: (209) 543-0838

Section 8. Amendments to Exhibit K: Conditions of Approval. Conditions of Approval are amended as follows:

(a) Condition 11 shall be amended to read: Developer shall fund the Project's fair-share cost by participating in a Community Facilities District ("CFD") or other similar funding mechanism to expand the sewage treatment capacity of City's Wastewater Treatment Plant as needed to serve the Project. Developer may

proceed with the first Phase of the Project, as set forth in the Development Agreement, prior to the City's Wastewater Treatment Plant's expansion project being completed.

(b) Condition 80 shall be amended to read: A sewer infrastructure improvement plan for each Phase of development based on the Project's Sanitary Sewer Master Plan dated April 2012 shall be submitted to the City Engineer for review and approval and shall contain, at a minimum; (1) a layout of the complete system; (2) all facility sizes, including support calculations; (3) construction phasing; ; (4) construction cost estimates; and (5) funding for the wastewater plant expansion through participation in a CFD or other similar financing district.

Said plan shall include provisions to ensure adequate sewage capacity is available at all Phases of development of the Project.

Section 9. Agreement in Full Force. Except as specifically modified herein, the Agreement remains in full force and effect as written.

Section 10. Counterparts. This Amendment may be executed simultaneously and in several counterparts, each which shall be deemed an original, but which together shall constitute one and the same instrument.

Section 11. Authority. All Parties to this Amendment warrant and represent that they have the power and authority to enter into this Amendment and the names, titles and capacities herein state on behalf of any entities, persons, states or firms represented or purposed to be represented by such entities, persons, states or firms and that all former requirements necessary or required by state or federal law in order to enter into this Amendment have been fully complied with. Further, by entering into this Amendment, neither Party hereto shall have breached the terms or conditions of any other contract or agreement to which such Party is obligated, which such breach would have a material effect hereon.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, this Amendment has been entered into by and between Developer and City as of the Effective Date of the Amendment as defined above.

CITY:

City of Patterson, a municipal corporation of the State of California

By:_____
Ken Irwin, City Manager

Date Signed: 5/27/15

Per Ordinance No. 741 adopted by the City Council on September 9, 2013.

Approved as to Form:

By:_____
Douglas L. White, Deputy City Attorney

Attest:

By:_____
Maricela Vela, City Clerk

DEVELOPER:

Jeffery Edward Arambel
Jeffery E. Arambel

By:_____
Jeffery E. Arambel, Owner

Date Signed: 5/26/15

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 Stanislaus

On May 26, 2015 before me, Maricela L. Vela, Notary Public, personally appeared Jeffery Edward Arambel, 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.

MARICELA L. VELA
Commission # 2029964
Notary Public - California
Stanislaus County
My Comm. Expires Jul 18, 2017

Witness my hand and official seal.

Notary Public Name: Maricela L. Vela

Commission Expires: July 18, 2017

Commission # 2029964

Optional - Description of Attached Document

Title or Type of Document: Corrected First Amendment to Development Agreement By and Between the City of Patterson and Jeffery E. Arambel Relating to the Development Known as "Arambel Business Park" Ordinance No. 741, Adopted on September 9, 2013.

Document Date: May 26, 2015 Number of Pages: (11) including this page.

Signer(s) Other Than Named Above: None

Signer's Name: Jefferey E. Arambel

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

Signer is Representing: Self

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 Stanislaus

On May 27, 2015 before me, Maricela L. Vela, Notary Public, personally appeared Ken Irwin, 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.

MARICELA L. VELA
Commission # 2029964
Notary Public - California
Stanislaus County
My Comm. Expires Jul 18, 2017

Notary Public Name: Maricela L. Vela

Commission Expires: July 18, 2017

Commission # 2029964

Optional - Description of Attached Document

Title or Type of Document: Corrected First Amendment to Development Agreement By and Between the City of Patterson and Jeffery E. Arambel Relating to the Development Known as "Arambel Business Park" Ordinance No. 741, Adopted on September 9, 2013.

Document Date: May 27, 2015 Number of Pages: (12) including this page.

Signer(s) Other Than Named Above: None

Signer's Name: Ken Irwin

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

Signer is Representing: City of Patterson, City Manager

EXHIBIT A
Agreement

RECORDING REQUESTED BY AND
WHEN RECORDED RETURN TO:

City of Patterson
P.O. Box 667
1 Plaza
Patterson, California 95363
Attention: City Clerk

Space Above This Line Reserved for Recorder's Use.
Exempt from Recording Fees (Government Code Sections 6103 and 27383).

EXHIBIT A

DEVELOPMENT AGREEMENT

BY AND BETWEEN

THE CITY OF PATTERSON

AND

JEFFERY E. ARAMBEL

RELATING TO THE DEVELOPMENT KNOWN AS

"ARAMBEL BUSINESS PARK"

Ordinance No. 734, Adopted on August 21, 2012

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DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT (this "Agreement") is made and entered into, this 21st day of August 2012, by and between the CITY OF PATTERSON, a municipal corporation of the State of California ("City"), whose mailing address is 1 Plaza, Patterson, California 95363 and Jeffery E. Arambel, an individual ("Developer"), whose address is 433 Roxanne Drive, Patterson, California 95363 (each individually a "Party" and collectively the "Parties"), who agree as follows:

RECITALS

WHEREAS, Developer is the fee simple owner of approximately 825.25 gross acres of land located in the City of Patterson, County of Stanislaus, State of California (the "Property") more particularly described on the Site Map attached hereto as **Exhibit A** (the "Site Map") and the Legal Description attached hereto as **Exhibit B**; and

WHEREAS, this Agreement relates to the development known as the Arambel Business Park; and

WHEREAS, Developer proposes to construct approximately 684.90 gross acres of light industrial space, 103.46 gross acres of business park space, and 36.89 gross acres of general commercial space on the Property (collectively, the "Arambel Project") consistent with the City's General Plan, as amended through the Effective Date (the "General Plan") and the Arambel Business Park, KDN Retail Center & Business Park Master Development Plan (the "Master Development Plan") attached hereto as **Exhibit C**; and

WHEREAS, KDN Enterprises, Inc. ("KDN"), proposes to develop approximately 104.47 gross acres of commercial space and 19.27 acres of business park space on property adjacent to the Property (collectively, the "KDN Project"); and

WHEREAS, the Arambel Project and KDN Project represent the westerly expansion of the existing fully entitled and partially developed West Patterson Business Park; and

WHEREAS, Arambel and KDN may be collectively referred to herein as "Developer"; and

WHEREAS, the Arambel Project and KDN Project may be collectively referred to herein as the "Project"; and

WHEREAS, in order 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.* (the "Development Agreement Statute"), which authorizes the City and a property owner to enter into a development agreement that establishes certain development rights in the real property that is the subject of a development project application; and

WHEREAS, consistent with the requirements of the Development Agreement Statute, City has adopted a development agreement ordinance as Patterson Municipal Code Chapter 18.78 *et seq.*, (the "City Development Agreement Ordinance"); and

WHEREAS, this Agreement is entered into pursuant to the Development Agreement Statute and City Development Agreement Ordinance; and

WHEREAS, City and Developer desire to enter into this Agreement to (i) facilitate the orderly development of the Property, (ii) create a physical environment that is consistent with and complements the City's goals and visions, (iii) protect natural resources from adverse impacts, (iv) improve, upgrade and create additional community facilities and infrastructure, (v) assist in implementing the goals of the General Plan and (vi) reduce the economic risk of development of the Property to both the City and Developer; and

WHEREAS, prior to approval of this Agreement, City has taken numerous actions in connection with the Project, including:

(i) Environmental Impact Report. The environmental impacts for the Project, including the Existing City Approvals described below, and alternatives to the Project and its location, have been properly reviewed and assessed by City pursuant to the California Environmental Quality Act, California Public Resources Code Section 21000 *et seq.*; California Code of Regulations Title 14, Section 15000 *et seq.* ("CEQA Guidelines"); and the City of Patterson Municipal Code (the "Municipal Code") (hereinafter collectively "CEQA"). On July 30, 2012, pursuant to CEQA and in accordance with the recommendation of the City Planning Commission ("Commission"), the City Council of the City of Patterson (the "City Council") certified a project level Environmental Impact Report for the Project ("EIR"). As required by CEQA, City adopted written findings and a Mitigation Monitoring and Reporting Program ("MMRP") on July 30, 2012, pursuant to Resolution No. 2012-52, a copy of which is attached as **Exhibit D**.

(ii) General Plan Amendment. On July 30, 2012, in accordance with the recommendations of the Commission, the City Council adopted Resolution No. 2012-53 amending the General Plan.

(iii) Prezone / Annexation. On July 30, 2012, in accordance with the recommendations of the Commission, the City Council adopted Resolution No. 2012-54 approving the pre-zone and annexation of the Project, and petitioning the Stanislaus County Local Agency Formation Commission for an amendment of the City's sphere of influence to include and annex the Property.

(iv) Indemnity Agreement. On July 30, 2012, the City Council adopted Resolution No. 2012-55 approving the indemnity agreement between the City and the Developer related to the Project.

(v) Vesting Tentative Parcel Map. On August 21st, 2012, in accordance with the recommendation of the Commission, the City Council approved Vesting Tentative Parcel Map No. 1-7 for the Property (the "Tentative Map"), attached hereto as **Exhibit E**.

(vi) Master Development Plan / Planned Development. On August 21st, 2012, in accordance with the recommendations of the Commission, the City Council adopted Ordinance No. 734 approving the Master Development Plan which covers the entirety of the Property. The Master Development Plan also constitutes pre-zoning for the Property and the Project in accordance with Municipal Code Chapter 18.04 et seq.

WHEREAS, the approvals and development policies described in these recitals are collectively referred to herein as the "Existing City Approvals"; and

WHEREAS, subsequent to approval of this Agreement, City anticipates that applications for additional land use approvals, entitlements, and permits will be submitted to implement and operate the Project (the "Subsequent City Approvals") as more specifically detailed in Section 3.1 below; and

WHEREAS, development of the Project pursuant to the terms and conditions of the various entitlements, Existing City Approvals, the General Plan, the Master Development Plan, and the EIR will provide for orderly growth and development consistent with the City's General Plan and other development policies and programs; and

WHEREAS, this Agreement furthers the public health, safety and general welfare in that the provisions of this Agreement are consistent with the General Plan, as amended, and the Master Development Plan, and for the reasons cited herein, City and Developer have further determined that the Project is a development for which this Agreement is appropriate as it will eliminate uncertainty regarding the Existing City Approvals and Subsequent City Approvals, thereby encouraging planning for, investment in and commitment to use and development of the Property; and

WHEREAS, the continued use and development of the Property in accordance with this Agreement is anticipated to provide the following substantial benefits and contribute to the provision of needed infrastructure for area growth, thereby achieving the goals and purposes for which the Development Agreement Statute and the City Development Agreement Ordinance were enacted, including:

(i) Provide for the orderly development of the Property for the surrounding community; and

(ii) Contribute to the balanced land-use base anticipated by the General Plan; and

(iii) Provide infrastructure improvements that will benefit the Property and surrounding community; and

WHEREAS, the Parties intend through this Agreement to allow the Developer to develop and operate the Project in accordance with the Existing City Approvals and applicable law, and that any Subsequent City Approvals and the imposition of any new impact fees, other fees, or monetary and non-monetary exactions should be reasonable and governed by the terms of this Agreement; and

WHEREAS, the City Council has determined that this Agreement is consistent with the General Plan, as amended pursuant to Resolution 12-56, and the Master Development Plan, and has conducted all necessary proceedings in accordance with the City's rules and regulations for the approval of this Agreement; and

WHEREAS, on July 5, 2012, the City Planning Commission, in a duly notice and conducted public hearing, considered this Agreement and recommended that the City Council approve this Agreement; and

WHEREAS, on August 21st, 2012, the City Council reviewed, adopted and entered into this Agreement pursuant to Ordinance No. 734.

NOW, THEREFORE, in consideration of the mutual covenants entered into between the Parties, and in consideration of the benefits that accrue to each, it is agreed as follows:

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

AGREEMENT

ARTICLE 1
GENERAL PROVISIONS

Section 1.1 Findings. City hereby finds and determines that entering into this Agreement furthers the public health, safety and general welfare and that the provisions of this Agreement are consistent with the General Plan.

Section 1.2. Recitals. The Recitals above are true and correct and are hereby incorporated into and made a part of this Agreement. In the event of any inconsistency between the Recitals and the provisions of Articles 1 through 12 of this Agreement, the provisions of Articles 1 through 12 shall prevail.

Section 1.3. Exhibits. The following "Exhibits" are attached to and incorporated into this Agreement:

Exhibit Designation	Exhibit Description
Exhibit A	Site Map of Property
Exhibit B	Legal Descriptions of Property
Exhibit C	Master Development Plan
Exhibit D	Mitigation Monitoring and Report Program
Exhibit E	Vesting Tentative Map
Exhibit F	Schedule of Impact Fees
Exhibit G	General Plan Funding Agreement
Exhibit H	General Plan Stakeholder Funding Options
Exhibit I	Map of Public Safety Site
Exhibit J	Bike Path Diagram
Exhibit K	Conditions of Approval
Exhibit L	Financeable CFD Improvements
Exhibit M	Notice of Termination
Exhibit N	Assumption Agreement

Section 1.4. Project is a Private Undertaking. The Parties agree that the Project is a private development and that City has no interest therein except as authorized in the exercise of its governmental functions. Nothing in this Agreement shall preclude Developer, without City review and approval, from forming a private investment entity, entering into a joint venture or selling, leasing, or otherwise entering into agreements with respect to any portion, neighborhood or development phase to or with another party for the purpose of developing, managing or completing any portion of the Project.

Section 1.5. Effective Date of Agreement. This Agreement shall become effective upon the date that the ordinance approving this Agreement becomes effective (the "Effective Date").

Section 1.6. Term of Agreement. The "Term" of this Agreement shall be twenty-five (25) years from the Effective Date, unless otherwise extended or terminated earlier as provided for in this Agreement. Insofar as full development of the Project does not occur within twenty-five (25) years, the Parties contemplate and agree that the Term shall be extended automatically three (3) times with each time being for an additional five (5) year period (the "Extended Term"). Any such extension shall be granted automatically until such time as the Project has been fully developed provided Developer has complied with the requirements of this Agreement. Delays associated with or on account of a legal challenge to the Project or any development moratorium, or any combination of these, shall automatically extend the Term for the period of time from the date of the filing of such legal challenge or moratorium until the conclusion of such legal challenge or moratorium by dismissal or final entry of judgment. City will record on the Property an instrument giving notice of the Extended Term. Following the expiration of the Term or Extended Term, or if sooner terminated by mutual agreement of the Parties, this Agreement shall have no force and effect, subject, however, to post-termination obligations of Developer. For purposes of this Agreement, Term and Extended Term may be collectively referred to "Term".

Section 1.7. Priority of Enactment. In the event of conflict between various land use documents referenced in this Agreement, the Parties agree that the following sequence of approvals establishes the relative priority of the approvals, each approval superior to the approvals listed thereafter: (1) General Plan; (2) Master Development Plan; (3) Vesting Tentative Parcel Map; (4) this Agreement; (5) the Existing City Approvals; and (6) the Subsequent City Approvals.

Section 1.8. Consistency with General Plan / Finding of Special Public Benefit. As set forth in greater detail in the Master Development Plan, the City Council expressly found that the approvals in the Master Development Plan, and all other entitlements related thereto, were consistent with the text and maps of the General Plan. The City Council further finds that this Agreement is also consistent with the text and maps of the General Plan.

Section 1.9. Amendment of Agreement. This Agreement may be amended by the mutual consent of the Parties. Any such amendment shall be in writing and without a noticed public hearing, unless required by law.

Section 1.10. Releases. If Developer sells, assigns or transfers all or any portion of the Property, Developer may free itself from all or part of its obligations relating to the sold, assigned or transferred property provided that the buyer, assignee, or transferee expressly assumes the obligations under this Agreement.

Section 1.11. Recordation of Development Agreement. The City Clerk shall cause a copy of this Agreement to be recorded against title to the Property within ten (10) days of the Effective Date of this Agreement.

Section 1.12. Developer Reimbursement of City. Developer agrees to reimburse City for actual fees and expenses incurred by City that are directly related to preparation and processing of this Agreement, including recording fees, publishing fees and reasonable consultant and attorney fees and costs not otherwise included within application fees. Such reimbursement shall be paid within sixty (60) days of presentation from the City to Developer of a written statement of charges. At any time, Developer may request and City shall issue an accounting and written acknowledgement of fees and expenses paid. The failure to pay reimbursable fees and expenses within the time specified shall be considered a default of this Agreement and City can elect to terminate this Agreement on that basis.

ARTICLE 2
DEVELOPMENT OF PROPERTY

Section 2.1. Vested Rights of Developer. During the Term of this Agreement, in developing the Property consistent with the Project described herein, Developer is assured, and City agrees, that the development rights, obligations, terms and conditions specified in this Agreement, including without limitation, the terms and conditions set forth in the Exhibits attached hereto, are fully vested in the Developer and may not be changed or modified by the City or any assignee of City, except with Developer's written consent.

Section 2.2. Vested Right to Develop. In accordance with Section 2.1 above, Developer shall have the vested right to develop the Project in accordance with this Agreement, the Master Development Plan, the Existing City Approvals and the Subsequent City Approvals.

Section 2.3. Permitted Uses and Development Standards. The permitted uses, the density and intensity of use, the maximum height and size of proposed buildings, provisions for reservation and dedication of land or payment of fees in lieu of dedication for public purposes, the construction, installation and extension of public improvements, development guidelines and standards, implementation program for processing of subsequent entitlements and other conditions of development for the Property shall be those set forth in this Agreement and all the Exhibits incorporated herein. The Parties intend that this Agreement, together with the Master Development Plan, Existing City Approvals and all other Exhibits attached hereto and incorporated herein, shall serve as the definitive and controlling document for all subsequent actions, discretionary or ministerial, relating to development of the Project. In the event that a Project development issue is not expressly or impliedly addressed in this Agreement, the Parties agree that the following sequence of approvals establishes the relative priority of approvals in resolving a development issue, each approval superior to the approvals listed thereafter: (1) General Plan; (2) Master Development Plan; (3) Vesting Tentative Parcel Map; (4) this Agreement; (5) the Existing City Approvals; and (6) the Subsequent City Approvals. Parties further agree that these approvals shall be applied and construed in a reasonable manner, most consistent with the general intent of the Parties as manifested in this Agreement.

Section 2.4. Development Allocation and Density. The building type, size and density for the Arambel Project shall be consistent with the Master Development Plan and approximate the following:

Non-Residential	Gross Acres (+/-)	Approx. Bldg. Sq. Ft. (+/-)
General Commercial	36.89	306,000
Light Industrial	684.90	11,038,000
Business Park	103.46	839,200
Sub-Total	825.25	12,183,200
Dedicated Land (Reservation)	**Gross Acres (+/-)**	
Public Safety Facility	5.0	N/A
Sub-Total	5.0*	N/A
Arambel Project Total	**825.25**	

*The Public Safety Facility is contained in an overlay zone with an underlying land use designation of light Industrial. Accordingly, the gross acreage for the Public Safety Facility has not been subtracted from the Light Industrial gross acres in the table above.

Section 2.5. Subsequent Entitlements, Approvals and Permits. Only the following changes to the Existing City Approvals shall apply to development of the Project:

(a) Successful implementation of the Project will require the Developer to obtain additional approvals and permits from the City and from other agencies. The City shall comply with CEQA in the administration of the Subsequent City Approvals including compliance with mitigation measures as mandated by CEQA. In acting upon Subsequent City Approvals, the City's exercise of discretion and permit authority shall conform to this Agreement, including the incorporated Exhibits.

(b) The Subsequent City Approvals will entail the Developer filing subsequent applications for discretionary approvals. The City will process these applications consistent with applicable law, including, without limitation, CEQA and the Subdivision Map Act, Government Code Section 66410 et seq. In the course of taking action on these applications, the City will exercise discretion in adopting mitigation measures and conditions of approval. The exercise of its discretion is not prohibited by the Agreement, but the exercise of that discretion must be reasonable and consistent with this Agreement.

(c) In complying with CEQA, City shall rely on the certified EIR for the Project to the extent allowed by CEQA. Nothing in this Agreement shall preclude the evaluation of impacts or consideration of mitigation measures or alternatives as required by CEQA, provided that such actions are reasonable and consistent with this Agreement.

Section 2.6. Timing of Development. The Parties acknowledge that Developer cannot, at this time, definitively predict when the phases of the Project will be developed or the order in which each phase will be developed. Such decisions depend upon numerous factors that are not within the control of Developer, such as economic conditions, consumer demand, interest rates, absorption and other factors. The

California Supreme Court held in *Pardee Construction Co., v. The County of Camarillo,* 37 Cal.3d 465 (1984), that the failure of the parties to consider and expressly provide for the timing of development resulted in a later-adopted initiative that restricted the timing and phasing of a development project. It is the desire of the Parties to this Agreement to avoid this result by acknowledging that Developer shall have the vested right to develop the Project in such order, rate and time as Developer deems appropriate in the exercise of its business judgment, subject to the terms, requirements, conditions and limitations set forth in this Agreement. Nothing in this Section is intended to alter the standard durational limits of any applicable permits issued to Developer.

Section 2.7 Modifications to Project. The Parties recognize that there may be modifications to the Project. The Parties mutually desire to simplify and streamline the process for approving modifications to the Project. Accordingly, the following modifications may be considered non-substantial as provided below, and approved without the need for amendment to this Agreement. The City's Planning Director or Community Services Director (collectively, the "Director") or City Engineer, as appropriate, shall use his or her best efforts to make a determination as to any non-substantial modification regarding any of the following requests:

(a) Vesting Tentative Parcel Maps. Modifications of the Vesting Tentative Parcel Map, including Conditions of Approval (as defined below), determined to be non-substantial in the sole discretion of the Director; or

(b) Streets and Rights of Way. Any modification of the alignment, location, naming, width, length, or specification of streets, utility rights of way, or other public rights of way or facilities that is determined to be non-substantial in the sole discretion of the City Engineer, in consultation with the Director; or

(c) Site Map. Any modification of the Site Map determined to be non-substantial in the sole discretion of the Director; or

(d) Substantial Conformance. Due to the importance of timely recordation of final maps for the Project, the City Engineer may, in his or her sole discretion, after consultation with the Director, find that a final map substantially conforms with any tentative map or vesting tentative map utilized for the Project where, among other factors, the number of parcels in the final map is not more than the number of parcels for the same area shown on any tentative map; or

(e) Site Plan. Any modification of the Master Development Plan determined to be non-substantial in the sole discretion of the Director. City will make its best effort to respond within thirty (30) days to any Developer request for a non-substantial modification. Notwithstanding, in no case shall City's consent to any requested modification be "deemed approved" as a result of any failure to render a decision within a particular time frame. Any decision made by the Director or City Engineer pursuant to this Agreement may be appealed to the Commission and City Council by filing a written

appeal with the City Clerk within ten (10) days after receipt of the Director or City Engineer's decision.

Section 2.8. Initiatives and Referenda. If any City ordinance, rule or regulation or addition to the Municipal Code is enacted or imposed by a citizen-sponsored initiative or referendum after the Effective Date that will conflict with this Agreement, including the incorporated Exhibits, or the Existing City Approvals or Subsequent City Approvals, or reduce the development rights or assurances provided to Developer by this Agreement, such Municipal Code changes shall not be applied to the Property or Project; provided, however, the Parties acknowledge that City's approval of this Agreement is a legislative action subject to referendum. Without limiting the generality of any of the foregoing, no moratorium or other limitation (whether relating to the rate, timing, phasing or sequencing of development) affecting subdivision maps, building permits or other entitlement to use, that are approved or to be approved, issued or granted by City shall apply to the Property or the Project. Developer acknowledges that City does not have the authority or jurisdiction over any other public agency's ability to grant governmental approvals or permits or to impose a moratorium or other limitations that may affect the Project or ability of City to issue a building permit to Developer (e.g., moratorium imposed by public agency due to decrease in City water quality). Any moratorium imposed by another public agency on City shall not cause City to be in breach of this Agreement. City shall cooperate with Developer and shall undertake such reasonable actions as may be appropriate to ensure this Agreement remains in full force and effect and is implemented in accordance with its terms.

Section 2.9. Regulation by Other Public Agencies. The Parties acknowledge that other public agencies, outside of the control and authority of City, regulate or have authority over City and City's public infrastructure and that the exercise of such public agency authority could negatively impact development of the Project. Nothing in this Agreement limits the authority of such public agencies. City shall not be found to be in breach of this Agreement due to any action taken by a public agency that negatively impacts this Agreement or development of the Project by Developer. To the extent Developer requires permits or approvals from other public agencies for development of the Project; City shall use its reasonable best efforts to assist Developer in obtaining such permits or approvals.

Section 2.10. Subdivision Maps. The Parties acknowledge and agree to the following:

(a) The Project is a subdivision within the meaning of California Government Code section 66473.7.

(b) Any Tentative Map prepared for the subdivision shall comply with the provisions of California Government Code section 66473.7, and shall include as a

condition of approval of any such map, among other things, written verification from the applicable public water system, that sufficient water supply is available to serve the subdivision.

(c) This Section 2.10 fully complies with Government Code Sections 65867.5(c) and 66473.7.

Section 2.11. Intentionally Omitted.

Section 2.12. Developer's Right to Rebuild. City agrees that Developer may renovate or rebuild portions of the Project at any time within the Term of this Agreement. Any such renovation or rebuilding shall be subject to all design, density and other limitations and requirements imposed by this Agreement.

Section 2.13. Changes in California Building Standards Codes. Notwithstanding any provision of this Agreement to the contrary, development of the Project shall be subject to changes occurring from time to time to the California Building Standards Codes.

Section 2.14. Changes Mandated by Federal or State Law. Notwithstanding any provision of this Agreement to the contrary, the Property and Project shall also be subject subsequently enacted state or federal laws or regulations that preempt the Municipal Code, or mandate the adoption of local regulations, or are in conflict with local regulations or with the Existing City Approvals or Subsequent City Approvals and this Agreement. As provided in section 65869.5 of the Development Agreement Statute, in the event the state or federal laws or regulations enacted after the Effective Date prevent or preclude compliance with one or more provisions of this Agreement, such provisions shall be modified or suspended as may be necessary to comply with such state or federal laws or regulations. Upon discovery of a subsequently enacted federal or state law meeting the requirements of this Section, City or Developer shall provide the other Party with written notice of the state or federal law or regulation, and a written statement of the conflicts thereby raised with the provisions of the Municipal Code or this Agreement. Promptly thereafter City and Developer shall meet and confer in good faith in a reasonable attempt to modify this Agreement, as necessary, to comply with such federal or state law or regulation provided City shall not be obligated to agree to any modification materially increasing its obligations or materially adversely affecting its rights and benefits hereunder. In such discussions, City and Developer will attempt to preserve the terms of this Agreement and the rights of Developer derived from this Agreement to the maximum feasible extent while resolving the conflict. If City, in its judgment, determines it necessary to modify this Agreement to address such conflict, it shall have the right and responsibility to do so, and shall not have any liability to Developer for doing so. City also agrees to process, in accordance with the provision of this Agreement, Developer's proposed changes to the Project that are necessary to comply with such federal or state law and that such proposed changes shall be conclusively deemed to be consistent with this Agreement without further need for any amendment to this Agreement or any of its Exhibits.

Section 2.15. Health and Safety Emergencies. In the event that any future public health and safety emergencies arise with respect to the development contemplated by this Agreement, City agrees that it shall attempt, if reasonably possible as determined by the City in its discretion, to address such emergency in a way that does not have a material adverse impact on the Project in accordance with Existing City Approvals, Subsequent City Approvals and the Municipal Code, and if City determines, in its discretion, that it is not reasonably possible to so address such health and safety emergency, to select that option for addressing the situation which, in the City's discretion, minimizes, so far as reasonably possible, the impact on development of the Project in accordance with the Existing City Approvals, Subsequent City Approvals and Municipal Code while still addressing such health and safety emergency in a manner acceptable to the City.

Section 2.16. Agreed Changes. This Agreement shall not preclude application to the Project of rules, regulations, ordinances and officially adopted plans and policies in conflict with the Existing City Approvals or Subsequent City Approvals where such additional rules, regulations, ordinances and officially adopted plans and policies are mutually agreed to in writing by Developer and City.

ARTICLE 3
ENTITLEMENT AND PERMIT PROCESSING, INSPECTIONS

Section 3.1. Subsequent City Approvals. City shall permit the uses and densities and intensities of use on the Property consistent with this Agreement and the incorporated Exhibits. City agrees to grant and implement the Subsequent City Approvals and any other approvals that are under City's jurisdiction and reasonably necessary to complete the goals, objectives, policies, standards and plans described in this Agreement, including but not limited to, planned unit developments, master plans, development plans, subdivision improvement plans and agreements, building plans and permits, specifications, landscaping plans, grading plans and permits, parcel maps, tentative subdivision maps, lot line adjustments, re-subdivisions, use permits and certificates of occupancy (collectively the "Subsequent City Approvals"). The Subsequent City Approvals shall include any applications, permits and approvals required to complete the infrastructure and improvements necessary to develop the Property, in general accordance with this Agreement, including, without limitation, those related to: (a) clearing the Property; (b) grading the Property; (c) construction of roads, storm drainage facilities, sewer facilities and other utility facilities and connections; (d) construction of water treatment and delivery facilities and storage tanks; (e) construction of parks, trails, bridges, public art monuments, bike lanes, bike routes and bus stops; and (f) construction of all commercial, retail, industrial, and public (including public safety) structures, and all structures and facilities accessory thereto, as set forth in this Agreement. The Existing City Approvals and Subsequent City Approvals may be defined for purposes of this Agreement collectively as the ""Project Approvals".

Section 3.2. Timely Processing. City shall use its reasonable best efforts to process and approve, within a reasonable time, any Subsequent City Approvals or environmental review requested by Developer during the Term of this Agreement.

Section 3.3. Cooperation Between City and Developer. Consistent with the terms set forth herein, City agrees to cooperate with Developer, on a timely basis, in securing all permits or licenses that may be required by City or any other agency with permitting or licensing jurisdiction over the Project.

Section 3.4. Further Consistent Discretionary Actions. The exercise of City's authority and independent judgment is recognized under this Agreement, and nothing in this Agreement shall be interpreted as limiting City's discretion or obligation to hold legally required public hearings. Except as otherwise set forth herein, such discretion and action taken by the City shall, however, be consistent with the terms of this Agreement and not prevent, hinder or compromise development or use of the Property as contemplated by the Parties in this Agreement.

Section 3.5. Environmental Mitigation. The Parties agree and understand that the EIR for the Property and Project is intended to be used not only in connection with the Existing City Approvals, but also in connection with the Subsequent City Approvals needed for the Project to the extent allowed by law.

Section 3.6. Final Development Plan. The Subsequent City Approvals shall include the "Final Development Plan" once it is approved by City. The term of the Final Development Plan is hereby extended so that it will remain valid for the Term of this Agreement.

Section 3.7. Time Period for Tentative Map. As provided in California Government Code section 66452.6, the term of Vesting Tentative Map No. 1-7 is hereby extended so that it will remain valid for the Term of this Agreement. In addition, notwithstanding any Condition of Approval (as defined below) or other provisions of the Project Approvals that may provide to the contrary, the Project Approvals shall remain valid for the Term of this Agreement.

ARTICLE 4
FEES, COSTS, REIMBURSEMENTS AND CREDITS

Section 4.1. Processing Fees and Charges. Developer shall pay those processing, inspection, plan checking, and monitoring fees and charges required by City which are in force and effect at the time those fees and charges are incurred (including any post-Effective Date increases in such fees and charges) for processing applications and requests for tentative maps, final maps, building permits, inspections of subdivision improvements, other permits, approvals and actions, and monitoring compliance with any permits issued or approvals granted or the performance of any conditions (each a "Ministerial Fee" and collectively, the "Ministerial Fees").

Section 4.2. Impact Fees. Impact fees imposed by the City with respect to the Project during the Term of this Agreement shall be only those impact fees set forth in the schedule of impact fees attached hereto as **Exhibit F** (each an "Impact Fee" and collectively, the "Impact Fees"). Except as set forth herein, Impact Fees imposed by the City on the Project may not be increased in amount after the Effective Date. This Agreement shall not govern any impact fees, linkage fees, exaction, assessments or fair share charges or other similar fees or charges imposed by other governmental entities or public agencies that the City is required to collect or assess pursuant to applicable law (e.g., school district impact fees pursuant to Government Code section 65995). In exchange for this Agreement and limitation on Impact Fees, Developer agrees to waive any right to protest the amount or validity of such fees under any provision of law, including, but not limited to, the Mitigation Fee Act, Government Code section 66000 et seq.

Section 4.3. Payment of Fees and Costs. Impact Fee and Ministerial Fee payments and costs due under this Agreement shall be paid by Developer to City prior to issuance of any building permit that will trigger an obligation of Developer to pay City an Impact Fee or Ministerial Fee.

Section 4.4. Reimbursements. Developer may seek and City shall use its best efforts to assist Developer in obtaining reimbursement for costs and expenses incurred in the design or construction of Improvements (as defined below), including but not limited to streets, sewer, water, storm drain, telephone, cable, gas and electric which benefit properties other than the Property, that exceed Developer's fair share contribution toward the Improvements or the acquisition of rights-of-way for the Improvements (as defined below). In assisting Developer to obtain reimbursement for costs and expenses relating to the Improvements, City shall not be required to raise water and sewer rates to fund such reimbursement. 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 (including, if applicable Proposition 218) of a local benefit district, area of benefit or other financing or funding mechanism consistent with the intent of this Agreement for the purpose of reimbursing Developer those costs and expenses exceeding Developer's fair share contribution toward said Improvements (as defined below).

Section 4.5. Impact Fee Credits. Developer shall receive a credit against Impact Fees for all improvements constructed by Developer that are specifically included in the budget forming the basis of a particular Impact Fee ("Fee Credit" or "Fee Credits"). The amount of the Fee Credit shall be based upon the percentage of the budgeted improvement completed by Developer and the relationship of that budgeted Improvement (as defined below) to the Impact Fee. For example, if five percent (5%) of a particular Impact Fee is based on the cost to construct a specific improvement and Developer constructs that improvement, Developer would receive a five percent (5%) Fee Credit. If, however, Developer completes only fifty percent (50%) of a particular Impact Fee budgeted improvement, Developer will receive a two and half percent (2.5%) Fee Credit.

Section 4.6. General Plan Funding Agreement. City acknowledges that Developer contributed two hundred fifty thousand dollars ($250,000) toward the cost of updating the City's General Plan set forth in the General Plan Funding Agreement attached hereto as **Exhibit G**. Developer will receive a Fee Credit toward the General Plan otherwise owed by Developer under the Impact Fees in **Exhibit G** as set forth in more detail in the General Plan Stakeholder Funding Options attached hereto as **Exhibit H** of this Agreement.

Section 4.7. General Fund and City Bonding Capacity. Nothing in this Agreement or in the attached Exhibits shall be construed as requiring City to pay, contribute, loan or use its general fund or City bonding capacity to construct or extend public infrastructure, complete Improvements (as defined below) or take any action for the Project that would adversely affect the City's general fund or City bonding capacity. City will take all steps reasonably necessary to sell bonds for other community facility districts ("CFD") (e.g., CFD 2005-01) within the City, up to each CFD's bonding capacity consistent with state law and each CFD's governing documents. Such CFD bond funds and collected impact fees shall be utilized, to the extent feasible, to cause the Improvements to be constructed within a reasonable time-frame to allow for continued development of the Project. In the event City does not have sufficient financial resources to construct required Improvements (as defined below) for the continued development of the Project, City may elect, but is not required, to use general funds or the City's bonding capacity to finance said Improvements and/or Developer may advance such funds and seek reimbursement from City on terms reasonably acceptable and feasible to City and Developer. The failure of City to use its general fund or bonding capacity to construct required Improvements (as defined below) for continued development of the Project shall not be considered a breach of this Agreement by City.

ARTICLE 5
PUBLIC FACILITIES, SERVICES AND UTILITIES

The water, sewer, storm drainage, traffic, fire and other public improvements that are a part of the EIR, Master Development Plan, and the "Financeable CFD Improvements" (defined below) attached hereto as **Exhibit L** shall be collectively referred to herein as the "Improvements".

Section 5.1. Roadway and Circulation Improvements.

(a) Traffic Intersections. Developer/KDN or City shall construct its fair share of traffic improvements as defined in Table 3.13-14 of the EIR (incorporated herein by this reference) near and around the Property for the purpose of mitigating traffic impacts on the community generated by the Project. Such traffic improvements and their location are included in the Site Map, Master Development Plan, Final Development Plan, or Financeable CFD Improvements.

(b) Class 1 Trail System. Developer agrees to construct a Class 1 bike path, as depicted on the Bike Path Diagram attached hereto as **Exhibit J**, at the same time as the adjacent road improvements are constructed.

Section 5.2. Public Safety.

(a) Police. It is envisioned and understood by the Parties that the Property and the Project will receive comprehensive police services from the City of Patterson Police Department, which is serviced by the Stanislaus County Sheriff's Department.

(b) Fire. It is envisioned and understood by the Parties that the Property and the Project will receive comprehensive fire services from either the Patterson Fire Department or the West Stanislaus County Fire Protection District. The fire agency that will serve the Project shall be determined prior to approval of the annexation of the Property by the Stanislaus County Local Agency Formation Commission.

(c) Land for Public Safety Facilities. Developer has planned for and designated a future five (5) gross acre public safety facilities site that may be used by City's public safety agencies for, among other things, the dedication of and construction of a police and fire substation (the "Public Safety Site"). During the Term of the Agreement, City shall have the option to require Developer to dedicate the Public Safety Site. In such event, Developer shall dedicate to City at no cost to City two and one-half (2.5) acres of the Public Safety Site. Such dedication shall occur at the time of the approval of the vesting tentative map for the land on which the Public Safety Site is located. Developer shall receive payment in the sum of Five Hundred Thousand Dollars ($500,000) solely from the New CFD as consideration for the transfer and dedication of the remaining two and one-half (2.5) acres of the Public Safety Site. Any and all payments to Developer for the Public Safety Site shall be paid by funds from the NEW CFD. Such Public Safety Site is depicted on the Map of Public Safety Site attached hereto as **Exhibit I** and the public safety improvements, dedications and their location are included and more particularly described in the Master Development Plan, Final Development Plan, or Financeable CFD Improvements attached hereto as **Exhibit L**. The location of the Public Safety Site may be relocated within the Project by the written mutual agreement of the Parties without the need to amend this Agreement.

Section 5.3. Intentionally Omitted.

Section 5.4. Domestic Water.

(a) Potable Water System. Developer has prepared a Potable Water System Project Master Plan ("Water Master Plan") for the Project, as contained in the Master Development Plan. The Water Master Plan identifies the size and locations of the water

lines, pressure reducing stations and flow monitoring stations required to serve the Property. It is envisioned and understood by the Parties that the Project will receive potable water from the City. Notwithstanding the aforementioned, this Agreement only authorizes the City to provide potable water to the Project.

(b) Improvements. Developer and City agree that the Project requires certain water system improvements. The water system improvements required to serve the Project, their location and construction timing are identified in the Water Master Plan and in the Site Map and are more particularly described in the Master Development Plan, Final Development Plan, or Financeable CFD Improvements attached hereto as **Exhibit L**.

(c) Construction. Developer/KDN or City shall design, construct and install the water system Improvements in accordance with the approved Water Master Plan.

Section 5.5. Storm Drain System.

(a) Storm Drain System. Developer has prepared a Master Storm Drainage Plan ("Storm Drainage Master Plan") for the collection, retention and drainage of storm water on the Property, as contained in the Master Development Plan.

(b) Improvements. Developer and City agree that the Project requires certain storm drainage improvements. The storm drainage improvements required to serve the Project, their location and construction timing are identified in the Storm Drainage Master Plan and in the Site Map and are more particularly described in the Master Development Plan, Final Development Plan, or Financeable CFD Improvements, attached hereto as **Exhibit L**.

(c) Construction. Developer shall design, construct and install the storm drainage system improvements in accordance with the approved Storm Drainage Master Plan.

Section 5.6. Sewer and Wastewater.

(a) Sewer System Plan. Developer has prepared a Sanitary Sewer Master Plan ("Sewer Master Plan") for the Project and its on-site wastewater facilities as contained in the Master Development Plan. The Sewer Master Plan identifies the size of the sewer lines, pump stations and related facilities required to serve the Project, as well as the construction timing of such Improvements.

(b) Improvements. Developer and City agree that the Project requires certain sewer system Improvements. The sewer system Improvements required to serve the Project, their location and construction time are identified in the Sewer Master Plan and in the Site Map and as more particularly described in the Master Development Plan, Final Development Plan, or Financeable CFD Improvements attached hereto as **Exhibit L**.

(c) **Construction.** Developer/KDN or City shall design, construct and install its fair share sewer system Improvements in accordance with the approved Sewer Master Plan.

Section 5.7. Gas and Electricity. It is envisioned and understood by the Parties that the Project will receive electricity services from Turlock Irrigation District and gas services from Pacific Gas and Electric.

Section 5.8. Infrastructure Trigger Requirements. This section 5.8 establishes Project thresholds that trigger the need for installation of certain Improvements prior to issuance of a certificate of occupancy for buildings within the Project. The Improvements associated with the Project that must be constructed prior to issuance of a certification of occupancy are described in the Master Development Plan, Final Development Plan or Financeable CFD Improvements. The Project's fair share contribution toward the Financeable CFD Improvements shall be through participation in the New CFD (as defined below). City will take all steps reasonably necessary to sell bonds for other CFDs (e.g., CFD 2005-01) within the City, up to each CFD's bonding capacity consistent with state law and each CFD's governing documents to install Improvements required to be completed for issuance of certification of occupancy for buildings within the Project. Eligible CFD bond funds and collected impact fees shall be utilized, to the extent feasible and not previously obligated, to cause the Improvements to be constructed within a reasonable time frame to allow for the continued development of the Project. In addition, Improvements funded by other agencies will be considered complete as it relates to this Section 5.8. The Improvements shall be constructed pursuant to the following infrastructure triggers:

(a) **Infrastructure Trigger 1.** This first infrastructure trigger consists of the construction of 5,927,064 square feet of combined general commercial, light industrial, and business park space or forty-four percent (44%) of the Project ("Infrastructure Trigger 1"). The following improvements must be constructed at the onset of Infrastructure Trigger 1, unless otherwise more specifically set forth below:

(i) **Roadway Improvements**. Developer shall pay their fair share towards contribution of the following roadway Improvements through participation in the New CFD (as defined below):

a. signalize Sperry/I-5 North Bound & South Bound Ramps before occupancy of more than three hundred thousand (300,000) square feet; and

b. signalize the intersections of Sycamore/E. Las Palmas Ave and E. Las Palmas/Poplar before occupancy of more than five hundred thousand (500,000) square feet; and

c. signalize the intersection of W. Main/Crows Landing before occupancy of more than one million two hundred thousand (1,200,000) square feet; and

d. signalize the intersection of W. Main/Carpenter before occupancy of more than one million eight hundred thousand (1,800,000) square feet; and

e. signalize the intersection of Rogers/State Route 33 before occupancy of more than three million (3,000,000) square feet; and

f. add lanes at E. Las Palmas/Poplar, West Main/Carpenter, West Main/Crows Landing before occupancy of more than three million five hundred thousand (3,500,000) square feet; and

g. add turn lanes and reconfigure the Sperry/Interstate-5 North Bound and South Bound ramps before occupancy of more than four million seven hundred and fifty thousand (4,750,000) square feet.

Developer shall construct Class 1 bicycle paths along the portion of Rogers Road, the road extending from Keystone Parkway to the canals, and Zacharias Road as shown in **Exhibit J**.

(ii) **Sewer Improvements**. Developer shall have the option to construct a new on-site sewer treatment plant ("Option 1") or pay its fair share through participation in a New CFD to fund the expansion of the wastewater treatment plant ("Option 2"). If Developer elects Option 1, no development of more than seven million five hundred thousand (7,500,000) square feet shall occur until the new sewer treatment plant is operational. If Developer elects Option 2, the expansion of the wastewater treatment plan shall only be permitted if unallocated capacity remains available to support the Project. Under Option 2, no development of more than seven million five hundred thousand (7,500,000) square feet shall occur until the wastewater treatment plant expansion is complete.

(iii) **Water**. Developer shall drill and construct a non-potable well before occupancy of any building. Developer shall also install and dedicate a new one million four hundred thousand (1,400,000) gallon water tank or a pressure reducing zone valve and a potable well prior to occupancy of more than two million two hundred sixty-five thousand one hundred twenty (2,265,120) square feet of the Project has been developed unless the City's Fire Chief requires earlier installation for fire suppression during construction. The potable well, the one million four hundred thousand (1,400,000) million gallon water tank and the pressure reducing valve are

eligible for full reimbursement from the New CFD (as defined below).

(iv) **Storm Drainage**. Developer shall construct the Storm Drainage according to Project Approvals.

(v) **Dedications**. Developer shall offer a dedication for a Public Safety Facility, stream conservation area, and roads including Class 1 bicycle lanes as shown on the final map submitted to the City for that area of the Project included on the final map.

(b) **Infrastructure Tigger 2.** The second infrastructure trigger consists of construction of an additional three million six hundred thirty-seven thousand sixty-two (3,637,062) square feet of business park and light industrial space or twenty seven percent (27%) of the Project ("Infrastructure Trigger 2") The following improvements must be constructed during onset of Infrastructure Trigger 2, unless otherwise more specifically set forth below:

(i) **Roadway Improvements**. Developer shall pay their fair share contribution towards the following roadway Improvements through participation in the New CFD (as defined below):

a. Installation of the Zacharias Interchange unless the City certifies that traffic monitoring demonstrates that this Improvement may be postponed.

Developer shall construct Class 1 bicycle paths along the portion of Rogers Road, the road extending from Keystone Parkway to the canals, and Zacharias Road as shown on **Exhibit J**.

(ii) **Sewer Improvements**. Developer shall elect Option 1 or Option 2. Under Option 1, no Phase 2 Development shall occur until the new sewer treatment plant is operational. Under Option 2, the expansion of the wastewater treatment plant shall only be permitted if unallocated capacity remains available to support the Project. Under Option 2, no more than seven million five hundred thousand (7,500,000) square feet of development shall occur prior to expansion of the City's wastewater treatment plant.

(c) **Infrastructure Trigger 3.** The third infrastructure trigger consists of the construction of an additional three million three hundred sixty-seven six hundred and fifty (3,367,650) square feet of general commercial, light industrial, and business park space or twenty-five percent (25%) of the Project ("Infrastructure Trigger 3") The following improvements must be constructed at the onset of Infrastructure Trigger 3, unless otherwise more specifically set forth below:

(i) **Public Safety Facilities**. Developer shall dedicate land for a fire station in conformity with Project Approvals.

(d) General Limitations. The following limitations shall apply to each infrastructure trigger for the Project:

(i) In the area between I-5 and the California Aqueduct, no construction shall take place more than one-half mile north of the bridge crossing the Aqueduct until a secondary access point is provided from the North or East to the satisfaction of the City's Fire Chief, and consistent with Fire Code.

(ii) No construction shall take place north of Del Puerto Creek until two access points to the Project are provided to the satisfaction of the City's Fire Chief.

(iii) No lumber or other combustible materials may be delivered to the Project site unless the domestic water system, including fire hydrants, is installed and tested and all-weather roads are available to provide access to all areas of the Project, pursuant to the standards of City's Fire Department and Public Works Department.

Section 5.9. On-Site Improvement Requirements.

Developer is required to file Covenants, Conditions and Restrictions ("CC&Rs") as approved in form by the City and participate in a Business Owners Association ("BOA") for construction and ongoing maintenance of all on-site Improvements. If these improvements are located in public Right-of-way Developer must pay City a security deposit to ensure installation of these features unless Developer establishes a BOA with CC&Rs that provides the City with rights to access to cure any deficiencies. Developer shall maintain all on-site Improvements in accordance with City standards. In the event Developer fails to properly maintain the on-site Improvements, City shall provide Developer with written notice of its failure to comply with City standards. Upon receipt of a notice from City, Developer shall have sixty (60) days to cure. If Developer fails to cure in accordance with City's specifications and parameters, Developer agrees to dedicate the on-site Improvements and participate in and not protest the inclusion and annexation of the on-site Improvement into any appropriate Landscape Maintenance District, Benefit Assessment District or other assessment or financing vehicle the City deems appropriate to provide proper maintenance of the Improvement.

Section 5.10. Certificate of Occupancy. Unless otherwise approved in writing by the City Manager, there shall be no occupancy of any building required to be completed within an infrastructure trigger phase until all Improvements for that phase have been dedicated and accepted by the City. The City Manager or City Council may grant an exception to this requirement for Improvements funded by a CFD or similar financing

mechanism and built by a party other than Developer. Any such exception to this requirement shall not be unreasonably withheld. Except as set forth above in the preceding sentence, no request for occupancy, either temporary or final, shall be approved until all Improvement conditions are completed and accepted or approved, or are in suitable condition and deemed satisfactory to the City Engineer or Public Works Director. City may provide notice to Developer at the time of issuance of a building permit that City believes certain required Financeable CFD Improvements may not be constructed prior to Developers anticipated date to request a certification of occupancy for that building sought to be constructed pursuant to the building permit. Should Developer proceed with construction of said building after receipt of this notice, Developer will be proceeding at his or her own risk that City will not issue him or her a certification of occupancy for that building. Notwithstanding the aforementioned, City is under no obligation to provide Developer with any notice that a certification of occupancy may not be issued for a particular building. Further, the failure of City to provide Developer with this Section 5.10 notice shall not affect City's ability to grant or deny Developer's certification of occupancy for a building. City shall have no liability to Developer or be found to be in breach of this Agreement due to its failure to issue Developer a certification of occupancy pursuant to this Section 5.10.

ARTICLE 6
FINANCING

Section 6.1. Financing of Public Improvements. Developer and City agree that specific Improvements can be financed through the establishment of a New CFD pursuant this Article 6 of the Agreement. The specific Improvements are described in the "Financeable CFD Improvements" and incorporated herein as **Exhibit L**. Any changes to this list of specific Improvements shall be agreed upon by Developer and City in writing. In the event Developer elects to use bond financing to finance construction of all or any portion of the Improvements required for the Project described and incorporated herein as **Exhibit L**, Developer may elect to do any of the following:

(a) Formation of New CFD. Subject to the limitations herein and consistent with the Project approvals and applicable law, at Developer's request, City agrees to cooperate with Developer in good faith to establish a new CFD ("New CFD") pursuant to the Mello-Roos Act, Government Code section 53311 et seq. (the "Mello-Roos Act"). The boundaries of the New CFD shall be coextensive with those of the Project, unless the Parties agree in writing otherwise. 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 New CFD and, following adoption, City shall use good faith and diligent efforts in compliance with the Mello-Roos Act to establish and implement the New CFD pursuant to the terms of this Agreement, including conducting all proceedings for the establishment of the New 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 New CFD Bonds. Developer shall cooperate with City in the formation of the New CFD including the

timely submission of all petitions, ballots, waivers and consents. To the extent City has not already adopted policies required by Government Code Section 53312.7, City agrees to use its best efforts to adopt such policies within ninety (90) days following the Effective Date. City shall cause the New CFD, upon formation, to become subject to and to comply with the provisions of this Agreement specifically applicable to the New CFD.

(b) Special Tax. The New CFD shall be authorized to levy, and Developer shall 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 New CFD. 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 New 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.

(c) Developer's Consent. If Developer requests the formation of the New CFD and the New CFD is actually formed, Developer irrevocably consents to the formation of the New CFD, the issuance of New 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 New CFD Bonds sold to finance the Improvements in accordance with this Agreement, and agrees not to protest or object to formation of the New CFD or levy of an appropriate Special Tax consistent herewith. Developer shall have the right, consistent with state law, at any time to discontinue proceedings for the formation of the New CFD if Developer demonstrates to the City that Developer has alternative financing in place to finance the Improvements acceptable to the City, in City's sole and reasonable discretion. Developer has agreed to the financing provisions set forth in this Article and to perform the obligations hereunder in exchange for the consideration and benefits provided to Developer by City under this Agreement, including the vested right to develop the Property.

(d) 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 New 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 New CFD, and (iii) nothing in this Agreement is intended to or shall prejudge or commit the City regarding the findings and determinations to be made with respect thereto.

(e) Financing District Annexation. Developer agrees that each parcel in any Project vesting tentative map shall be annexed into a New CFD as a condition of map approval for that parcel, so long as the annual tax rate does not exceed the current assessment rate of ~~Three Thousand and no/100 Dollars ($3,000.00)~~ $3,266.00 per net acre, subject to annual adjustment for the appropriate or applicable inflationary index inflation factor that is the April to April All Urban Consumer Price Index (CPI) for the San Francisco-Oakland-San Jose area, consistent with the New CFD governing documents. Except as otherwise set forth herein or mutually agreed to in writing by the Parties, there shall be no undeveloped land tax levied by the New CFD in the Project without the written consent of Developer. The annual tax rate may be reduced or paid off if any parcel owner in the Project elects to pre-pay the tax levied by the New CFD.

Section 6.2. Issuance of Bonds. Upon formation of the New CFD and approval of the Special Tax, and subject to the restrictions herein, bonds shall be issued ("CFD Bonds"), the proceeds of which shall be used to finance all or some of the Improvements (including the $500,000.00 for the Public Safety Site), to the extent the Improvements can legally and feasibly be financed utilizing this method of financing. The City, in consultation with Developer and the City's bond counsel, financial advisors or underwriters, shall determine the series, amounts, timing and terms of the issuance and sale of the CFD Bonds. Subject to the state of development of the Project and prevailing bond market conditions, the timing of the sale of the CFD Bonds shall be coordinated, as closely as possible, with the phasing of the development of the Project to provide financing for the Improvements in a timely fashion to meet the needs of the respective phases of development of the Project. If necessary, CFD Bonds may be issued in series to help correspond to such phases. Developer agrees to assist City in the issuance of the CFD Bonds by providing financial and development information reasonably required for due diligence and disclosures relating to the issuance of the CFD Bonds and to provide any required information or documents for any required continuing disclosures under applicable securities laws.

Section 6.3. Reimbursement and Costs.

(a) Reimbursement of Expenses. Developer shall reimburse City for the actual out-of-pocket costs of participating or forming the New CFD, sale of any CFD Bonds, and other costs and expenses associated with the New CFD not otherwise payable from bond proceeds ("Reimbursed Costs"). Such Reimbursed Costs may include, without limitation, legal, financial, appraisal and engineering costs and expenses associated with (i) formation of the District; (ii) determination of the rate and method of apportionment and levy of the Special Tax; (iii) review and approval of the plans and specifications for construction of the Improvements; (iv) determination of the value of property; and (v) sale of CFD Bonds. All such Reimbursed Costs, together with those reasonable out-of-pocket legal, engineering and financial services costs incurred by Developer directly related to establishment and implementation of the CFD, which may lawfully be financed under the Mello-Roos Act and other applicable laws, shall be reimbursed to Developer from proceeds of the sale of CFD Bonds.

(b) Costs If No CFD Formed. In the event that City is unable, in light of applicable laws, to make the legally required findings in connection with the participation or formation of the New CFD or the issuance of CFD Bonds for any reason, City shall not be liable for any resulting costs to Developer and Developer shall have the right to terminate this Agreement by written notice to City given within thirty (30) days following the date City announces, in light of applicable laws, that it is unable to proceed with such formation of the New CFD or issuance of CFD Bonds. City shall cooperate with Developer in finding alternative methods to finance the Improvements. City shall not be in breach of this Agreement if no other reasonably acceptable alternative financing methods can be found or implemented to finance the Improvements and allow Developer to continue development of the Project as contemplated by this Agreement.

Section 6.4. Financed Improvements. The New CFD may finance the design, acquisition or construction of the Improvements as necessary for development of the Project or as required by the City, which may lawfully be financed under the Mello-Roos Act and other applicable law. Financing the Improvements with CFD Bonds shall be subject to approval of the City, based on the unqualified written opinion of a California bond counsel that interest on the CFD Bonds will be federally tax exempt. The Parties agree that in connection with the issuance of the CFD Bonds, Developer and City will enter into a funding and acquisition agreement in a form reasonably acceptable to City's bond counsel setting forth, among other things, the procedures for and mechanism by which Developer will be reimbursed, out of available proceeds of the CFD Bonds for Improvements constructed or paid for by Developer.

Section 6.5. Formation of Maintenance Districts. Should Developer not agree to maintain any or all of the Improvements in the Project, Developer agrees to cooperate in the formation of such maintenance districts as the City may determine to be appropriate for the maintenance of those Improvements not maintained by Developer, including but not limited to, benefit assessment, landscape and lighting districts. Developer further agrees to waive any right to protest or oppose the formation of such district(s) and agrees to cooperate with City in such formation.

Section 6.6. Participation in Community Facility District 2003-1 for Fire District. As a condition to pulling the first building permit in the Project, Developer agrees to participate in and subject the Property to City Community Facilities District No. 2003-1 ("CFD 2003-1"). The purpose of such district shall be to fund the Project's fair share contribution toward the operational expenses of Fire Station #2. Developer agrees to pay all costs associated with annexing into CFD 2003-1. In addition, Developer agrees to vote affirmatively in favor of the annexation for the Property. The assessment for fiscal year 2013-2014 shall be ~~$.04960466629 per~~ $0.0496046629 per bldg. square foot annually. The assessment shall increase each Fiscal Year thereafter by an inflation factor that is the April to April All Urban Consumer Price Index (CPI) for the San Francisco-Oakland-San Jose area. The required annual tax shall be established in accordance with the adopted Rate and Method of Apportionment for CFD 2003-1.

$0.0496046629

Section 6.7. City Obligations. As set forth herein, City agrees to use reasonable best efforts to provide adequate water, storm drain, and sewer capacity for the uses, intensity and density for the Project, on an equitable basis with other properties within the City, and will accept and allow Developer to connect with the City's sanitary sewer collection and treatment system, and municipal water delivery system consistent with all applicable laws and regulations and will provide Developer with will-serve letters stating the same.

Section 6.8. Developer's Obligations. Developer shall be obligated to construct those Improvements shown on the Vesting Tentative Parcel Map as may be modified in accordance with the terms of this Agreement and the terms of the Master Development Plan, Final Development Plan or Financeable CFD Improvements. Developer shall also maintain all drainage basins in the Project at Developer's sole cost and expense on the terms and conditions set forth in the "Conditions of Approval" for the Project, set forth more specifically in the attached **Exhibit K.**

ARTICLE 7
INSURANCE AND INDEMNITY

Section 7.1. Insurance. Developer shall require all persons doing work on the Project, including its contractors and subcontractors (collectively, the "Developer" for purposes of this Article 7 only), to obtain and maintain insurance of the types and in the amounts described in this section and its subsection with carriers reasonably satisfactory to City.

(a) General Liability Insurance. Developer shall maintain commercial general liability insurance or equivalent form with a limit of not less than Two Million Dollars ($2,000,000) (or as otherwise approved, in writing, by the City) per claim and Two Million Dollars ($2,000,000) each occurrence. Such insurance shall also:

(i) Name City, its elected and appointed councils, boards, commissions, officers, agents, employees and representatives as "Additional Insureds" by endorsement with respect to performance of this Agreement. The coverage shall contain no special limitations on the scope of its protection afforded to the above-listed additional insured.

(ii) Be primary with respect to any insurance or self-insurance programs covering City, its officials, employees, agents and representatives.

(iii) Contain standard separation of insured provisions.

(b) Automotive Liability Insurance. Developer shall maintain business automobile liability insurance or equivalent form with a limit of not less than One Million Dollars ($1,000,000) for each accident. Such insurance shall include coverage for owned, hired and non-owned automobiles. Such insurance shall also:

(i) Name City, its elected and appointed councils, boards, commissions, officers, agents, employees and representatives as "Additional Insureds" by endorsement with respect to performance of this Agreement. The coverage shall contain no special limitations on the scope of its protection afforded to the above-listed Additional Insureds.

(ii) Be primary with respect to any insurance or self-insurance programs covering City, its officials, employees, agents and representatives.

(iii) Contain standard separation of insured provisions.

(c) **Workers' Compensation Insurance.** Developer shall take out and maintain during the Term of this Agreement, worker's compensation insurance for all Developer's employees employed at or on the Project, and in the case any of the work is subcontracted, Developer shall require any general contractor or subcontractor similarly to provide worker's compensation insurance for contractor's or subcontractor's employees, unless such employees are covered by the protection afforded by Developer. In case any class of employee engaged in work on the Project is not protected under any worker's compensation law, Developer shall provide and shall cause each contractor and subcontractor to provide, adequate insurance for the protection of employees not otherwise protected. Developer hereby indemnifies City for any damage resulting from failure of Developer, its agents, employees, contractors or subcontractors to take out or maintain such insurance. Worker's compensation insurance with statutory limits and employer's liability insurance with limits of not less than One Million Dollars ($1,000,000) each accident shall be maintained.

Section 7.2. Other Insurance Requirements. Developer shall do all of the following:

(a) Prior to taking any actions under this Agreement, furnish City with properly executed certificates of insurance that clearly evidence all insurance required in this Article, including evidence that such insurance will not be canceled, allowed to expire or be materially reduced in coverage without thirty (30) days prior written notice to City.

(b) Provide to City, upon request, and within seven (7) calendar days of said request, certified copies of endorsements and policies, and properly executed certificates of insurance evidencing the insurance required herein.

(c) Replace or require the replacement of certificates, policies and endorsements for any insurance required herein expiring prior the termination of this Agreement.

(d) Maintain all insurance required herein from the Effective Date of this Agreement to the earlier of the expiration of the Term or the mutual written termination of this Agreement.

(e) Place all insurance required herein with insurers licensed to do business in California with a current Best's Key Rating Guide reasonably acceptable to the City.

Section 7.3. Indemnity. Developer agrees to indemnify and hold City, and its elected and appointed councils, boards, commissions, officers, agents, employees, and representatives harmless from any and all claims costs and liability for any personal injury or property damage which may arise as a result of any actions or negligent omissions by Developer or Developer's contractors, subcontractors, agents, or employees in connection with the construction, improvement, or operation, of the Project; provided, however, the indemnity provisions of this Section shall not apply to the gross negligence or intentional acts or omissions by the City or its elected or appointed councils, boards, commissions, officers, agents, employees, or representatives.

ARTICLE 8
MORTGAGEE PROTECTION

Section 8.1. Mortgagee Protection. This Agreement, once executed and recorded, shall be superior and senior to any lien placed upon the Property or any portion thereof following recording of this Agreement, including the lien of any deed of trust or mortgage ("Mortgage"). Notwithstanding the foregoing, no breach hereof shall defeat, render invalid, diminish or impair the lien of any Mortgage made in good faith and for value, but all of the terms and conditions contained in this Agreement shall be binding upon and effective against and shall run to the benefit of any person or entity, including any deed of trust beneficiary or mortgagee ("Mortgagee"), who acquires title or possession to the Property, or any portion thereof, by foreclosure, trustee's sale, deed in lieu of foreclosure or otherwise.

Section 8.2. Mortgagee Not Obligated. Notwithstanding the provisions of Section 8.1 above, no Mortgagee shall have any obligation or duty under this Agreement to construct or complete the Improvements, or to guarantee such construction or completion. A Mortgagee who takes lawful possession of the Property shall, however, assume all development rights associated with this Agreement.

ARTICLE 9
DEFAULT

Section 9.1. General Provisions.

(a) Subject only to any extensions of time by mutual consent in writing, or as or otherwise provided herein, the failure or delay by either Party to perform in accordance with the terms and provisions of this Agreement shall constitute a default. Any Party alleging a default or breach of this Agreement shall give the other Party not less than sixty (60) days written notice, which shall specify the nature of the alleged default and the manner in which the default may be cured. During any such sixty (60) day period, the charged Party shall not be considered in default for purposes of

termination of this Agreement or institution of legal proceedings for the breach of this Agreement.

(b) After expiration of the sixty (60) day period, if such default has not been cured or is not in the process of being diligently cured in the manner set forth in the notice, or if the breach cannot reasonably be cured within sixty (60) days, the other Party to this Agreement may, at its option, institute legal proceedings pursuant to this Agreement or give notice of its intent to terminate this Agreement pursuant to Government Code section 65868 and the City Development Agreement Ordinance.

(c) Prior to the City giving notice to the Developer of its intent to terminate or prior to instituting legal proceedings, the matter shall be scheduled for consideration and review by the City in the manner set forth in Government Code sections 65865, 65867, and 65868 or the comparable provisions of the City Development Agreement Ordinance within thirty (30) calendar days from the expiration of the sixty (60) day notice period.

(d) Following consideration of the evidence presented and said review before the City, and after providing the Developer an additional thirty (30) day period to cure, the City alleging the default by the Developer may institute legal proceedings against the Developer or may give written notice of termination of this Agreement to the Developer.

(e) Evidence of default may arise in the course of a regularly scheduled periodic review of this Agreement pursuant to Government Code section 65865.1 as set forth in Section 9.2. If either Party determines that a Party is in default following the completion of the normally scheduled periodic review, without reference to the procedures specified in Section 9.1(c), said Party may give written notice of termination of this Agreement specifying in the notice the alleged nature of the default and potential actions to cure said default where appropriate. If the alleged default is not cured in sixty (60) days or within such longer period specified in the notice or the defaulting Party is not diligently pursuing a cure or if the breach cannot reasonably be cured within the period or the defaulting party waives its right to cure such alleged default, this Agreement may be terminated by the non-defaulting Party by giving written notice.

(f) In the event Developer or its successors in interest are in default under the terms and conditions of this Agreement, no building permit application shall be accepted by the City nor building permit be issued to Developer or its successor unless and until such default is cured, or the Agreement is terminated and Developer has otherwise satisfied all City land use and development regulations as they exist at the time of application for a building permit.

Section 9.2. Annual Review. The City shall, at least every twelve (12) months during the Term of this Agreement, review the extent of good faith, substantial compliance of Developer and City with the terms of this Agreement. Such periodic review by the Director shall be limited in scope to compliance with the terms of this Agreement pursuant to California Government Code section 65865.1. City shall deposit in the mail

or fax to Developer a copy of all staff reports and, to the extent practical, related exhibits concerning contract performance at least seven (7) calendar days prior to such periodic review. The Developer shall be entitled to appeal a determination of the Director to the Commission and then to the City Council. Any appeal must be filed within ten (10) days of the decision of the Director and the Commission, respectively. Developer shall be permitted an opportunity to be heard orally or in writing regarding its performance under this Agreement before the Director, Commission or City Council, as appropriate.

Section 9.3. Estoppel Certificates.

(a) City shall, with at least twenty (20) days prior written notice, execute, acknowledge and deliver to Developer, Developer's lender, potential investors or assignees, an Estoppel Certificate in writing which certifies that this Agreement is in full force and effect, that there are no breaches or defaults under the Agreement and that the Agreement has not been modified or terminated and is enforceable in accordance with its terms and conditions.

(b) At Developer's option, the City's failure to deliver such Estoppel Certificate within the stated time period shall be conclusive evidence that the Agreement is in full force and effect, that there are no uncured breaches or defaults in Developer's performance of the Agreement or violation of any City ordinances, regulations and policies regulating the use and development of the Property or the Project subject to this Agreement.

Section 9.4. Default by City. In the event City does not except, review, approve or issue development permits or entitlements in a timely fashion, as defined by this Agreement, or if City otherwise defaults under the terms of this Agreement, City agrees that Developer shall not be obligated to proceed with or complete the Project or any phase thereof, nor shall resulting failures or delays in Developer's performance constitute grounds for termination or cancellation of this Agreement.

Section 9.5. Cumulative Remedies of Parties. In addition to any other rights or remedies, City or Developer may institute legal or equitable proceedings to cure, correct or remedy any default, enforce any covenant, or enjoin any threatened or attempted violation of the provisions of this Agreement, so long as any such action conforms with section 9.1(c) of this Agreement.

Section 9.6. Enforced Delay, Extension of Times of Performance. Delays in performance, by either Party, shall not be deemed a default if such delays or defaults are due to war, insurrection, strikes, walkouts, riots, floods, earthquakes, fires, casualties, acts of God, governmental restrictions imposed where mandated by governmental entities other than the City, enactment of conflicting state or federal laws or regulations, new or supplementary environmental regulations enacted by the state or federal government or litigation or other force majeure events. An extension of time for such cause shall be in effect for the period of forced delay or longer, as may be mutually agreed upon.

ARTICLE 10
EMINENT DOMAIN

Section 10.1. Eminent Domain. 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 Property or for construction of the Improvements and 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, provided that available CFD funds, authorized for such purpose and not otherwise committed or necessary as a reserve shall first be utilized. City will use its statutory powers of eminent domain only after Developer has exhausted all other methods to secure such required property.

ARTICLE 11
TERMINATION

Section 11.1. Termination Upon Completion of Development. Subject to the automatic extension noted above, this Agreement shall terminate upon the expiration of the Term or when the Property has been fully developed and all of Developer and City obligations hereunder have been satisfied. Upon termination of this Agreement, City shall record a notice of such termination in substantial conformance with the "Notice of Termination" attached hereto as **Exhibit M**. This Agreement shall automatically terminate and be of no further force or effect as to any non-residential building or the parcel upon which such building is located, when the City has approved it for occupancy. Upon request by the Developer, the City shall record a Notice of Termination with respect thereto in substantial conformance with **Exhibit M.**

Section 11.2. Effect of Termination on Developer's Obligations. Termination of this Agreement shall eliminate any further obligation of Developer to comply with this Agreement, or some portion thereof, if such termination relates to only part of the Property or Project. Termination of this Agreement, in whole or in part, shall not, however, eliminate the rights of either Party to seek any applicable and available remedies or damages based upon acts or omissions occurring prior to said termination.

Section 11.3. Effect of Termination on City's Obligations. Termination of this Agreement shall eliminate any further obligation of City to comply with this Agreement, or some portion thereof, if such termination relates to only part of the Property or Project. Termination of this Agreement, in whole or in part, shall not, however, eliminate the rights of either Party to seek any applicable and available remedies or damages based upon acts or omissions occurring prior to said termination.

ARTICLE 12
OTHER GENERAL PROVISIONS

Section 12.1. Assignment and Assumption. Developer shall have the right to sell, assign, or transfer all or any part of its rights, title and interests in all or a portion of the Property and this Agreement to any person, firm or corporation during the Term of this

Agreement. Any assignee of Developer shall have all of the benefits and burdens of this Agreement, which shall run with the land and inure to the benefit of the assignee and City. Developer shall provide City with written notice of sale, assignment, or transfer, of all or a portion of the Property (not including a financing transaction), at least thirty (30) days in advance of such action. Failure to give such notice shall not affect the validity of the transaction. The notice requirement shall not confer any right of approval in the City, but shall be provided for informational purposes only. Any assumption of all or part of this Agreement must be done in writing and in the form of the "Assumption Agreement" attached hereto as **Exhibit N**. Upon execution of an Assumption Agreement, Developer shall be relieved of any obligations under this Agreement expressly assumed by the assuming party. Further, no sale, transfer, assignment or other disposition of all or a portion of the Property or Project, or creation of a joint venture or partnership, shall require the amendment of this Agreement.

Section 12.2. Covenants Running with the Land. All of the provisions contained in this Agreement shall be binding upon the Parties and their respective heirs, successors and assigns, representatives, lessees, and all other persons acquiring all or a portion of interest in the Property or Project, whether by operation of law or in any manner whatsoever. All of the provisions contained in this Agreement shall be enforceable as equitable servitudes and shall constitute covenants running with the land pursuant to California law, including California Civil Code Section 1468. Each covenant herein to act or refrain from acting is for the benefit of or a burden upon the Project, as appropriate, runs with the Property, and is binding upon the Developer of all or a portion of the Property and each successive Developer during its development of such Property and Project or any portion thereof, and until such time as said obligations are terminated pursuant to section 12.1 of this Agreement.

Section 12.3. Amendment to Agreement. This Agreement may be amended by mutual consent of the Parties in writing in accordance with the provisions of Government Code section 65868 and the comparable provisions of the City Development Agreement Ordinance. Any "substantive amendment" shall require a public hearing before the Commission and City Council, unless otherwise provided by law. An amendment shall be deemed substantive if it is one which changes the Term of the Agreement or modifies the provisions of the Agreement dealing with the permitted uses, density or intensity of use, height or size of buildings, provisions for reservation and dedication of land, conditions, terms, restrictions and requirements relating to subsequent discretionary actions, monetary contributions by Developer, or any other material term or condition of this Agreement.

Section 12.4. Releases. Developer shall relieve itself from further obligations relating to all or part of the sold, assigned or transferred Property or Project, provided that:

(a) The City Clerk has received a copy of the Assumption Agreement; and

(b) The buyer, of the Property or portions thereof, by executing the Assumption Agreement, has expressly assumed any and all applicable obligations under this Agreement.

Section 12.5. Notices. Any notice or communication required hereunder between City and Developer must be in writing, and may be given either personally, by facsimile (with original forwarded by regular U.S. Mail), 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 shall be deemed to have been given when delivered to the Party to whom it is addressed. If given by facsimile transmission, a notice or communication shall be deemed to have been given and received upon actual physical receipt of the entire document by the receiving Party's facsimile machine. Notices transmitted by facsimile after 5:00 p.m. on a normal business day or on a Saturday, Sunday or holiday shall be deemed to have been given and received on the next normal business day. 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 (i) actual receipt by any of the addressees designated below as the party to whom notices are to be sent, or (ii) 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 hereto may at any time, by giving ten (10) days written notice to the other Party hereto, designate any other address in substitution of the address to which such notice or communication shall be given. Such notices or communications shall be given to the Parties at their addresses set forth below:

If to City:

City of Patterson
1 Plaza
Patterson, California 95363
Attention: City Manager
Tel: (209) 895-8000
Fax: (209) 895-8016

With copies to:

City of Patterson
1 Plaza
Patterson, California 95363
Attention: Community Development Director
Tel: (209) 895-8000
Fax: (209) 895-8016

and

DL White Law Group
428 J Street, Suite 370
Sacramento, California 95814
Attention: Douglas L. White, Esq.
Tel: (916) 468-0950
Fax: (916) 468-0951

If to Developer:

Jeffery E. Arambel
433 Roxanne Dr.
Patterson, California 95363
Tel: (209) 892-2533
Fax: (209) 892-7917

With a copy to:

Joe Hollowell, III
1412 Rockhaven Drive
Modesto, California 95356
Tel: (209) 535-4012
Fax: (209) 543-0838

Section 12.6. Governing Law. The validity, interpretation and performance of this Agreement shall be controlled by and construed pursuant to the laws of the State of California.

Section 12.7. Invalidity of Agreement / Severability. If this Agreement in its entirety is determined by a court to be invalid or unenforceable, this Agreement shall automatically terminate as of the date of final entry of judgment. If any provision of this Agreement shall be determined by a court to be invalid and unenforceable, or if any provision of this Agreement is rendered invalid or unenforceable according to the terms of any federal or state statute, which becomes effective after the Effective Date of this Agreement, the remaining provisions shall continue in full force and effect and shall be construed to give effect to the intent of this Agreement.

Section 12.8 Cumulative Remedies. In addition to any other rights or remedies, City and Developer may institute legal or equitable proceedings to cure, correct or remedy any default, to specifically enforce any covenant or agreement herein or to enjoin any threatened or attempted violation of the provisions of this Agreement. The prevailing party in any such action shall be entitled to reasonable attorneys' fees and costs. Notwithstanding the foregoing or any other provision of this Agreement, in the event of City default under this Agreement, Developer agrees that Developer may not seek, and shall forever waive any right to, monetary damages against City, but excluding therefrom the right to recover any fees or charges paid by Developer in excess of those permitted hereunder.

Section 12.9. Third Party Legal Challenge. In the event any legal action or special proceeding is commenced by any person or entity challenging this Agreement or an Exhibit, any Existing City Approval, entitlement or component thereof, the EIR for the Project or any Subsequent City Approval granted by the City 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 with legal counsel satisfactory to City. Developer will indemnify, hold City harmless from and defend City from all costs and expenses incurred in the defense of such lawsuit, 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 City, within thirty (30) days of receiving a written request and accounting of such fees and expenses, from City. Notwithstanding the aforementioned, City may request and Developer will provide City, within seven (7) days of any such request, a deposit to cover City's reasonably anticipated Project Litigation fees and costs. Unless prevented by law or court order, City shall continue to process Developer's City Approvals and to implement this Agreement and any delay or failure to process such approvals or to take such other actions shall be considered a default by City of this Agreement.

Section 12.10. Constructive Notice and Acceptance. Every person who after the Effective Date and recording of this Agreement owns or acquires any right, title or interest to any portion of the Property, is and shall be conclusively deemed to have consented and agreed to every provision contained herein, whether or not any reference to this Agreement is contained in the instrument by which such person acquired an interest in the Property, and all rights and interests of such person in the Property shall be subject to the terms, requirements and provisions of this Agreement.

Section 12.11. Statute of Limitations and Laches. City and Developer agree that each Party will undergo a change in position in detrimental reliance upon this Agreement from the time of its execution and subsequently. The Parties agree that section 65009(c)(1)(D) of the California Government Code, which provides for a ninety (90) day statute of limitations to challenge the adoption of this Agreement, is applicable to this Agreement. In addition, any person who may challenge the validity of this Agreement is hereby put on notice that, should the legality or validity of this Agreement be challenged by any third party in litigation which is filed and served more than ninety (90) days after the execution of this Agreement, City and Developer shall each assert the affirmative defense of laches with respect to such challenge, in addition to all other available defenses. This Section in no way limits the right of a Party, claiming that the other Party breached the terms of this Agreement, to bring a claim against the other Party within the four (4) year statute of limitations statute set forth in Section 337 of the California Civil Code.

Section 12.12. Standard Terms and Conditions.

(a) Venue. Venue for all legal proceedings shall be in the Superior Court for the County of Stanislaus.

(b) Waiver. A waiver by any Party of any breach of any term, covenant or condition herein contained or a waiver of any right or remedy of such Party available hereunder at law or in equity shall not be deemed to be a waiver of any subsequent breach of the same or any other term, covenant or condition herein contained or of any continued or subsequent right to the same right or remedy. No Party shall be deemed to have made any such waiver unless it is in writing and signed by the Party so waiving.

(c) Completeness of Instrument. This Agreement, together with its specific references, attachments and Exhibits, constitute all of the agreements, understandings,

representations, conditions, warranties and covenants made by and between the Parties hereto. Unless set forth herein, neither Party shall be liable for any representations made express or implied.

(d) Supersedes Prior Agreement. It is the intention of the Parties hereto that this Agreement shall supersede any prior agreements, discussions, commitments, representations or agreements, written, electronic or oral, between the Parties hereto with respect to the Property and the Project.

(e) Captions. The captions of this Agreement are for convenience and reference only and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

(f) Number and Gender. In this Agreement, the neuter gender includes the feminine and masculine, and the singular includes the plural, and the word "person" includes corporations, partnerships, firms or associations, wherever the context requires.

(g) Mandatory and Permissive. "Shall" and "will" and "agrees" are mandatory. "May" or "can" are permissive.

(h) Term Includes Extensions. All references to the Term of this Agreement shall include any extensions of such Term.

(i) Successors and Assigns. All representations, covenants and warranties specifically set forth in this Agreement, by or on behalf of or for the benefit of any or all of the Parties hereto, shall be binding upon an inure to the benefit of such Party, its successors and assigns.

(j) Counterparts. This Agreement may be executed simultaneously and in several counterparts, each of which shall be deemed an original, but which together shall constitute one and the same instrument.

(k) Other Documents. The Parties agree that they shall cooperate in good faith to accomplish the objectives of this Agreement and to that end, agree to execute and deliver such other instruments or documents as may be necessary and convenient to the fulfill the purposes and intentions of this Agreement.

(l) Time is of the Essence. Time is of the essence in this Agreement in each covenant and term and condition herein.

(m) Authority. All Parties to this Agreement warrant and represent that they have the power and authority to enter into this Agreement and the names, titles and capacities herein stated on behalf of any entities, persons, states or firms represented or purported to be represented by such entities, persons, states or firms and that all

former requirements necessary or required by the state or federal law in order to enter into this Agreement had been fully complied with. Further, by entering into this Agreement, neither Party hereto shall have breached the terms or conditions of any other contract or agreement to which such Party is obligated, which such breach would have a material effect hereon.

(n) Document Preparation. This Agreement will not be construed against the Party preparing it, but will be construed as if prepared by all Parties.

(o) Advice of Legal Counsel. Each Party acknowledges that it is reviewed this Agreement with its own legal counsel, and based upon the advice of that counsel, freely entered into this Agreement.

(p) Attorney's Fees and Costs. If any action at law or in equity, including action for declaratory relief, is brought to enforce or interpret provisions of this Agreement, the prevailing Party shall be entitled to reasonable attorney's fees and costs, which may be set by the court in the same action or in a separate action brought for that purpose, in addition to any other relief to which such Party may be entitled.

(q) Calculation of Time Periods. All time referenced in this Agreement shall be calendar days, unless the last day falls on a legal holiday, Saturday or Sunday, in which case the last day shall be the next business day.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, this Agreement has been entered into by and between Developer and City as of the Effective Date of the Agreement as defined above.

CITY:

City of Patterson, a municipal corporation of the State of California

By: Rod B. Butler
Rod Butler, City Manager

Date Signed: 9/18/2012

Per Ordinance No. 734 adopted by the City Council on August 21st, 2012.

Approved as to Form:

By:
Tom Hallinan, City Attorney

Attest:

By:
Maricela Vela, City Clerk

DEVELOPER:

Jeffery E. Arambel

By: Jeffery E. Arambel
Jeffery E. Arambel, Owner

Date Signed: 10/3/12

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of Stanislaus

On September 19, 2012 before me, Maricela L. Vela, Notary Public, personally appeared Rod B. Butler, 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.

MARICELA L. VELA
Commission # 1856612
Notary Public - California
Stanislaus County
My Comm. Expires Jul 18, 2013

Maricela L. Vela, Notary Public

Commission Expires July 18, 2013

Commission # 1856612

Optional - Description of Attached Document

Title or Type of Document: Development Agreement By and Between the City of Patterson and Jeffrey E. Arambel Relating to the Development Known as "Arambel Business Park"

Document Date: August 21, 2012 (Ordinance No. 734) Number of Pages: (105)

Signer(s) Other Than Named Above: Jeffrey E. Arambel, Owner, Developer

Signer's Name: Rod B. Butler

X Individual

☐ Corporate Officer – Title(s):

☐ Partner -- ☐ Limited ☐ General

☐ Attorney-in-Fact

☐ Trustee

☐ Guardian or Conservator

Signer is Representing: City of Patterson (City Manager)

CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

State of California

County of Stanislaus

On 10/23/12 before me, Ken Halseth, Notary Public
(Here insert name and title of the officer)

personally appeared Jeffery E. Arambel

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.

Ken Halseth
Signature of Notary Public

(Notary Seal)

KEN HALSETH
COMM. #1882580
NOTARY PUBLIC-CALIFORNIA
STANISLAUS COUNTY
My Comm. Expires Mar. 13, 2014

ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

Development Agreement
(Title or description of attached document)

(Arambel Business Park)
(Title or description of attached document continued)

Number of Pages ____ Document Date ____

(Additional information)

CAPACITY CLAIMED BY THE SIGNER

- ☐ Individual (s)
- ☐ Corporate Officer

(Title)

- ☐ Partner(s)
- ☐ Attorney-in-Fact
- ☐ Trustee(s)
- ☐ Other ____

INSTRUCTIONS FOR COMPLETING THIS FORM

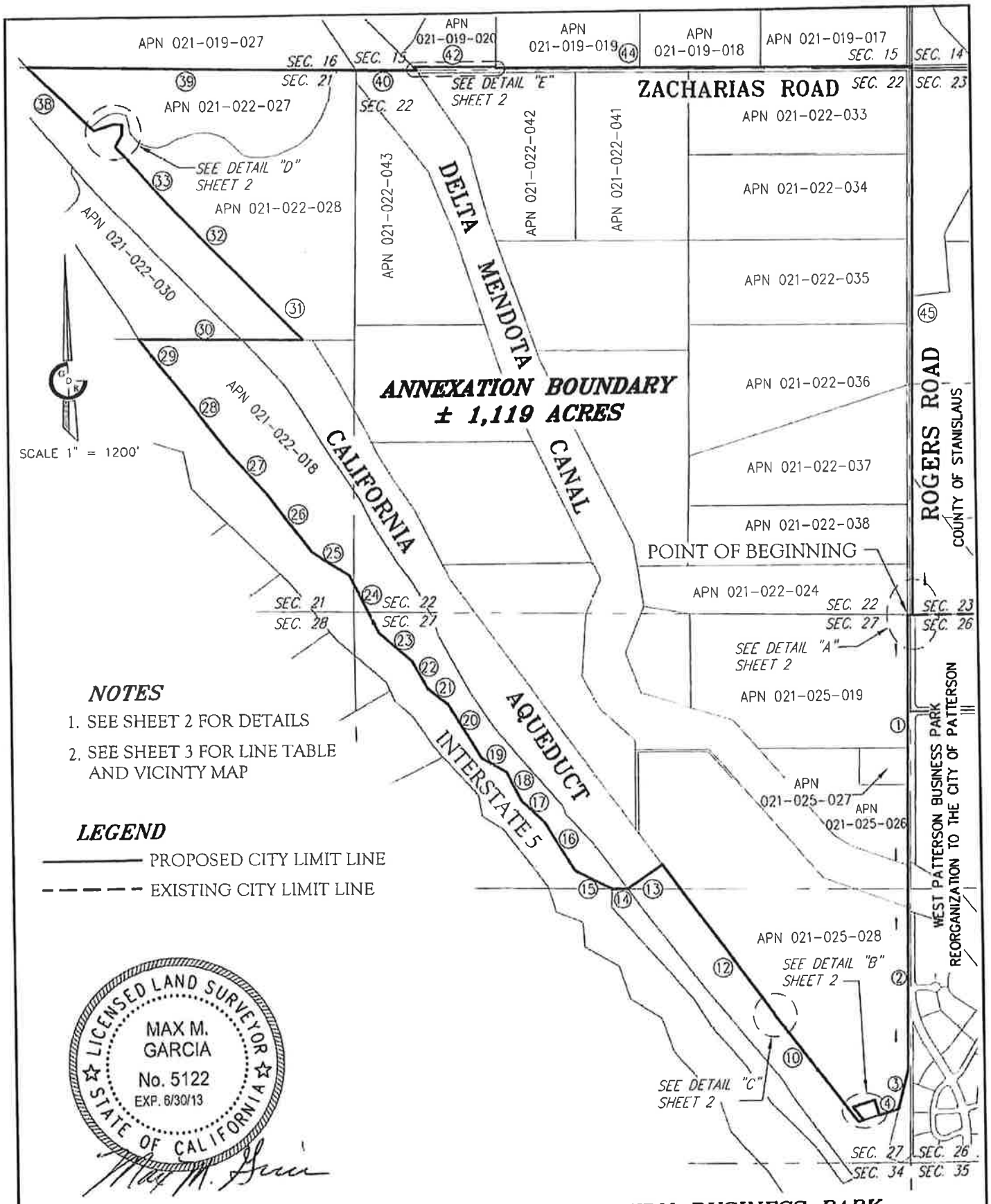
Any acknowledgment completed in California must contain verbiage exactly as appears above in the notary section or a separate acknowledgment form must be properly completed and attached to that document. The only exception is if a document is to be recorded outside of California. In such instances, any alternative acknowledgment verbiage as may be printed on such a document so long as the verbiage does not require the notary to do something that is illegal for a notary in California (i.e. certifying the authorized capacity of the signer). Please check the document carefully for proper notarial wording and attach this form if required.

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. ~~he/she/they,~~ ~~is /are~~) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
  - ❖ Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
  - ❖ Indicate title or type of attached document, number of pages and date.
  - ❖ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document

LIST OF EXHIBITS

Exhibit A	Site Map of Property
Exhibit B	Legal Descriptions of Property
Exhibit C	Master Development Plan
Exhibit D	Mitigation Monitoring and Report Program
Exhibit E	Vesting Tentative Map
Exhibit F	Schedule of Impact Fees
Exhibit G	General Plan Funding Agreement
Exhibit H	General Plan Stakeholder Funding Options
Exhibit I	Map of Public Safety Site
Exhibit J	Bike Path Diagram
Exhibit K	Conditions of Approval
Exhibit L	Financeable CFD Improvements
Exhibit M	Notice of Termination
Exhibit N	Assumption Agreement

EXHIBIT A
Site Map of Property



NOTES

1. SEE SHEET 2 FOR DETAILS
2. SEE SHEET 3 FOR LINE TABLE AND VICINITY MAP

LEGEND

——— PROPOSED CITY LIMIT LINE

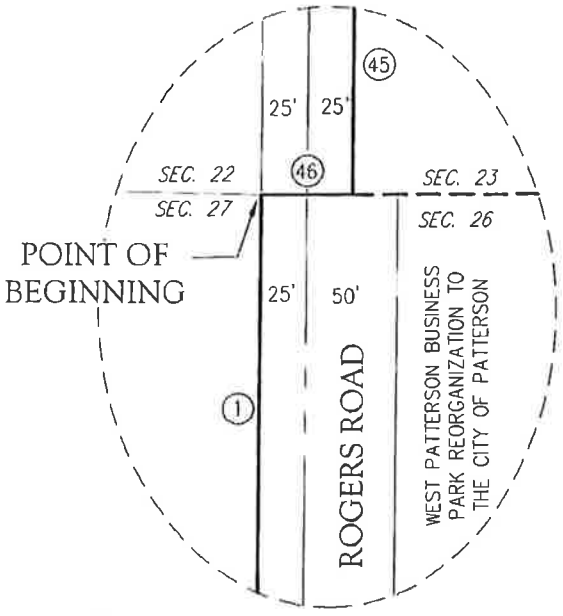
– – – – EXISTING CITY LIMIT LINE

LICENSED LAND SURVEYOR
MAX M. GARCIA
No. 5122
EXP. 6/30/13
STATE OF CALIFORNIA

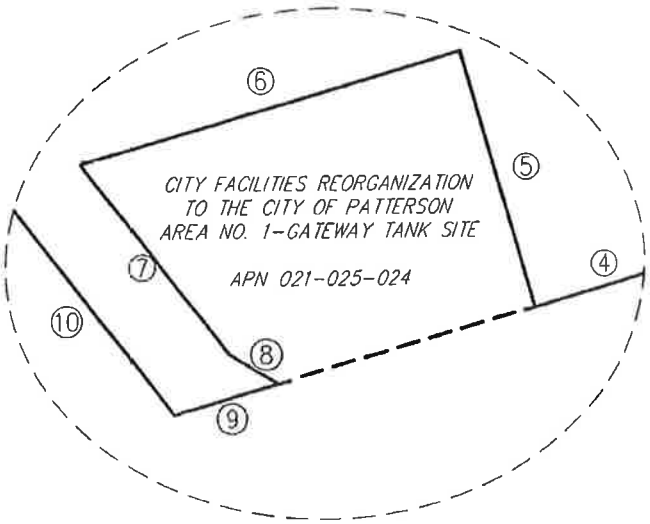
GDR ENGINEERING, INC.
ENGINEERING/SURVEYING/PLANNING
3525 MITCHELL ROAD, SUITE G CERES, CA 95307
TELEPHONE: (209) 538-3360 FAX: (209) 538-7370

ARAMBEL-KDN BUSINESS PARK REORGANIZATION TO THE CITY OF PATTERSON

JANUARY, 2013



DETAIL "A"
NOT TO SCALE



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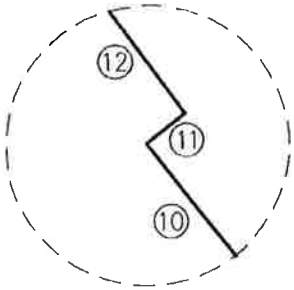

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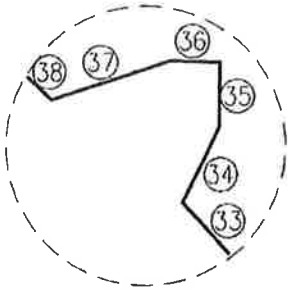

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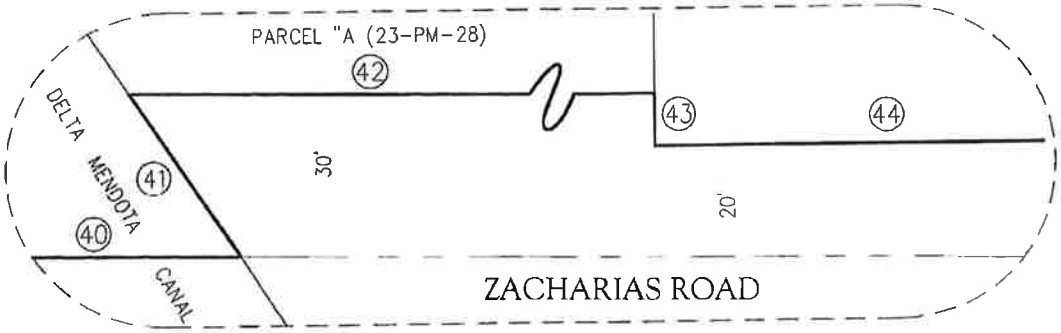
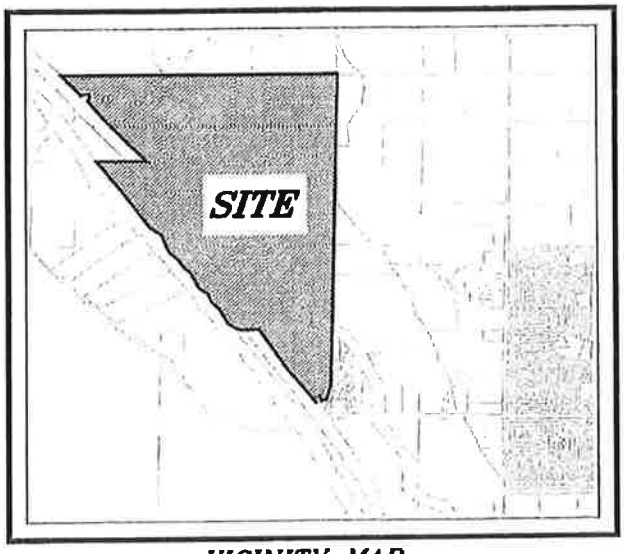


DETAIL "E"
NOT TO SCALE

GDR ENGINEERING, INC.
ENGINEERING/SURVEYING/PLANNING
3525 MITCHELL ROAD, SUITE G CERES, CA 95307
TELEPHONE (209) 538-1360 FAX: (209) 538-7370

ARAMBEL-KDN BUSINESS PARK
REORGANIZATION TO THE CITY OF PATTERSON
JANUARY, 2013



VICINITY MAP

LINE TABLE		
LINE	BEARING	DISTANCE
①	S 00°49'35" W	2626.74'
②	S 00°50'08" W	1742.86'
③	S 14°48'39" W	380.97'
④	S 73°47'38" W	197.31'
⑤	N 16°12'22" W	150.00'
⑥	S 73°47'38" W	221.25'
⑦	S 37°36'45" E	135.21'
⑧	S 58°26'30" E	32.58'
⑨	S 73°47'38" W	60.78'
⑩	N 37°36'45" W	1310.08'
⑪	N 51°45'46" E	5.42'
⑫	N 35°41'15" W	1804.24'
⑬	S 55°36'09" W	401.48'
⑭	N 88°49'59" W	147.10'
⑮	N 62°47'35" W	396.43'
⑯	N 31°33'35" W	553.83'
⑰	N 46°49'51" W	303.36'
⑱	N 26°04'30" W	306.96'
⑲	N 59°20'15" W	278.57'
⑳	N 30°31'04" W	605.58'
㉑	N 51°39'37" W	246.68'
㉒	N 29°01'25" W	303.98'
㉓	N 47°23'25" W	405.09'
㉔	N 26°04'30" W	613.92'

LINE TABLE		
LINE	BEARING	DISTANCE
㉕	N 56°56'58" W	422.17'
㉖	N 36°39'48" W	700.29'
㉗	N 41°50'52" W	500.96'
㉘	N 37°13'18" W	850.15'
㉙	N 37°57'47" W	577.91'
㉚	S 88°48'51" E	1559.93'
㉛	N 43°57'18" W	752.54'
㉜	N 43°50'28" W	943.95'
㉝	N 41°41'19" W	876.41'
㉞	N 26°40'41" E	127.76'
㉟	N 01°17'52" E	98.55'
㊱	N 87°15'36" W	75.46'
㊲	S 72°24'54" W	191.38'
㊳	N 46°02'42" W	871.13'
㊴	S 88°45'05" E	3117.84'
㊵	S 89°21'20" E	567.41'
㊶	N 44°20'20" W	42 41'
㊷	S 89°21'20" E	790.45'
㊸	S 00°51'47" W	10.00'
㊹	S 89°21'20" E	4006.01'
㊺	S 00°43'24" W	5274.76'
㊻	N 89°23'21" W	50.00'

GDR ENGINEERING, INC.
ENGINEERING/SURVEYING/PLANNING
3525 MITCHELL ROAD, SUITE G CERES, CA 95307
TELEPHONE (209) 538-1160 FAX (209) 538-7370

ARAMBEL-KDN BUSINESS PARK
REORGANIZATION TO THE CITY OF PATTERSON
JANUARY, 2013 ***SHEET 3 OF 3***

EXHIBIT B
Legal Description of Property

Arambel – KDN Business Park Reorganization to the City of Patterson

All that portion of Sections 14, 15, 21, 22, 23 and 27, Township 5, South, Range 7 East, Mount Diablo Base and Meridian, situate in the County of Stanislaus, State of California, more particularly described as follows:

Beginning at the northwest corner of the "West Patterson Business Park Reorganization to the City of Patterson", said point being the intersection of the westerly prolongation of the north line of Section 26, said Township and Range, with the west line of Rogers Road, said west line being 25.00 feet west of and parallel with the west line of said Section 26;

1) thence along the existing city limits line as described in said West Patterson Park Reorganization, and the said west line of Rogers Road, South 00°49'35" West, a distance of 2626.74 feet to the east-west quarter section line of said Section 27;

2) thence continuing along said city limits line and the west line of said Rogers Road, South 00°50'08" West, a distance of 1742.86 feet;

3) thence continuing along said city limits line, South 14°48'39" West, a distance of 380.97 feet to a point on the boundary of the California Aqueduct;

4) thence leaving said city limits line and along said California Aqueduct boundary, South 73°47'38" West, a distance of 197.31 feet to the southeast corner of "City Facilities Reorganization to the City of Patterson, Area No. 1 – Gateway Tank Site";

5) thence along the city limits line as described in said Area No. 1 – Gateway Tank Site, North 16°12'22" West, a distance of 150.00 feet;

6) thence continuing along said city limits line, South 73°47'38" West, a distance of 221.25 feet;

7) thence continuing along said city limits line, South 37°36'45" East, a distance of 135.21 feet;

8) thence continuing along said city limits line, South 58°26'30" East, a distance of 32.58 feet to said California Aqueduct boundary and the southwest corner of said Area No. 1 – Gateway Tank Site;

9) thence leaving said city limits line and along said California Aqueduct boundary, South 73°47'38" West, a distance of 60.78 feet;

10) thence continuing along said California Aqueduct boundary, North 37°36'45" West, a distance of 1310.08 feet;

11) thence continuing along said California Aqueduct boundary, North 51°45'46" East, a distance of 5.42 feet;

12) thence continuing along said California Aqueduct boundary, North 35°41'15" West, a distance of 1804.24 feet;

13) thence South 55°36'09" West, a distance of 401.48 feet to the intersection of the westerly line of said California Aqueduct and the said east-west quarter section line of said Section 27;

14) thence along said east-west quarter section line of said Section 27, North 88°49'59" West, a distance of 147.10 feet to the easterly line of Interstate 5;

15) thence along said easterly line, North 62°47'35" West, a distance of 396.43 feet;

16) thence continuing along said easterly line, North 31°33'35" West, a distance of 553.83 feet;

17) thence continuing along said easterly line, North 46°49'51" West, a distance of 303.36 feet;

18) thence continuing along said easterly line, North 26°04'30" West, a distance of 306.96 feet;

19) thence continuing along said easterly line, North 59°20'15" West, a distance of 278.57 feet;

20) thence continuing along said easterly line, North 30°31'04" West, a distance of 605.58 feet;

21) thence continuing along said easterly line, North 51°39'37" West, a distance of 246.68 feet;

22) thence continuing along said easterly line, North 29°01'25" West, a distance of 303.98 feet;

23) thence continuing along said easterly line, North 47°23'25" West, a distance of 405.09 feet;

24) thence continuing along said easterly line, North 26°04'30" West, a distance of 613.92 feet;

25) thence continuing along said easterly line, North 56°56'58" West, a distance of 422.17 feet;

26) thence continuing along said easterly line, North 36°39'48" West, a distance of 700.29 feet;

27) thence continuing along said easterly line, North 41°50'52" West, a distance of 500.96 feet;

28) thence continuing along said easterly line, North 37°13'18" West, a distance of 850.15 feet;

29) thence continuing along said easterly line, North 37°57'47" West, a distance of 577.91 feet;

30) thence along the east-west quarter section line of said Section 21, South 88°48'51" East, a distance of 1559.93 feet to the easterly line of said California Aqueduct;

31) thence along the easterly line of said California Aqueduct, North 43°57'18" West, a distance of 752.54 feet;

32) thence continuing along the easterly line of said California Aqueduct, North 43°50'28" West, a distance of 943.95 feet;

33) thence continuing along the easterly line of said California Aqueduct, North 41°41'19" West, a distance of 876.41 feet;

34) thence continuing along the easterly line of said California Aqueduct, North 26°40'41" East, a distance of 127.76 feet;

35) thence continuing along the easterly line of said California Aqueduct, North 01°17'52" East, a distance of 98.55 feet;

36) thence continuing along the easterly line of said California Aqueduct, North 87°15'36" West, a distance of 75.46 feet;

37) thence continuing along the easterly line of said California Aqueduct, South 72°24'54" West, a distance of 191.38 feet;

38) thence continuing along the easterly line of said California Aqueduct, North 46°02'42" West, a distance of 871.13 feet to the north line of said Section 21;

39) thence along said north line of Section 21, South 88°45'05" East, a distance of 3117.84 feet to the northeast corner of said Section 21;

40) thence along the north line of said Section 22, South 89°21'20" East, a distance of 567.41 feet to the easterly line of the Delta Mendota Canal;

41) thence along said easterly line of the Delta Mendota Canal, North 44°20'20" West, a distance of 42.41 feet to the north line of Zacharias Road, said north line being 30.00 feet north of and parallel with the said north line of said Section 22;

42) thence along said north line of Zacharias Road, South 89°21'20" East, a distance of 790.45 feet to the east line of Parcel "A" as shown on the map recorded in Book 23 of Parcel Maps, Page 28, Stanislaus County;

43) thence along said east line, South 00°51'47" West, a distance of 10.00 feet;

44) thence continuing along the north line of said Zacharias Road, said north line being 20.00 feet north of and parallel with the said north line of Section 22 and its easterly prolongation, South 89°21'20" East, a distance of 4,006.01 feet to the intersection of the east line of said Rogers Road, said east line being 20.00 feet east of and parallel with the east line of said Section 22;

45) thence along the east line of said Rogers Road, South 00°43'24" West, a distance of 5274.76 feet to the a point on the south line of said Section 23 and existing city limits line as described in said West Patterson Park Reorganization;

46) thence along said city limits line and the said south line of said Section 23 and its westerly prolongation, North 89°23'21" West, a distance of 50.00 feet to the point of beginning.

Contains 1,119 acres, more or less.

The real land described has been prepared by me, or under my direction, in conformance with the Professional Land Surveyors Act.

Max M. Garcia, L.S. 5122 Date 1/3/13

EXHIBIT C
Master Development Plan

Jeffery E. Arambel 10/3/12

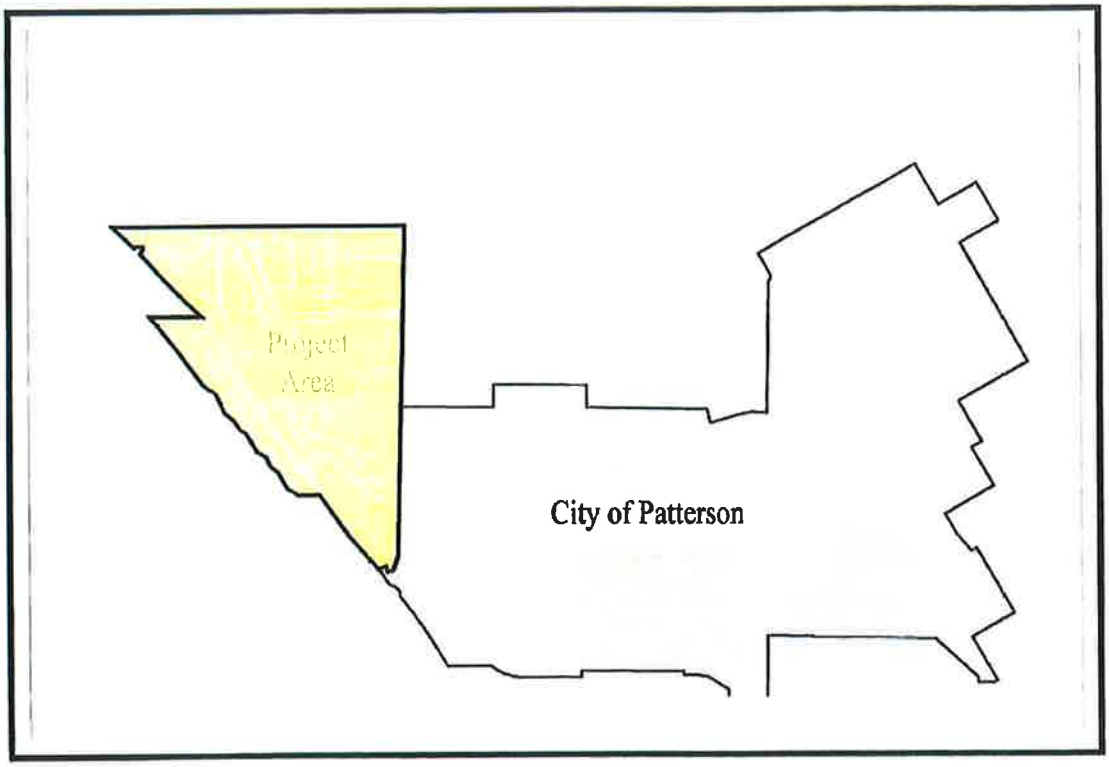
Arambel Business Park
KDN Retail Center & Business Park

West Patterson Business Park Expansion Project

MASTER DEVELOPMENT PLAN

FINAL

August, 2012



Approved by Patterson City Council on
August 14, 2012 by Resolution No. 2012 - 56

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I. Introduction

The West Patterson Business Park Expansion Project (WPBPEP) consists of the development of approximately 13.47 million square feet of light industrial, business park, and general commercial uses and associated infrastructure on approximately 949 gross acres. The WPBPEP area, located north of Sperry Avenue and the Villa del Lago Highway Commercial Center, east of Interstate 5, south of Zacharias Avenue, and west of Rogers Road would represent the westerly expansion of the existing, fully entitled and partially developed "West Patterson Business Park." The project consists of two components: Arambel Business Park and the KDN Retail Center / Business Park.

The goals for the WPBPEP Master Development Plan are:

- To achieve the economic development goals of the City of Patterson by implementing the policies and programs of the City of Patterson 2010 General Plan.
- To establish an infrastructure and regulatory framework conducive for the attraction and retention of light industrial / business park development and general commercial / retail centers that emphasizes job creation and high quality development.
- To establish design guidelines that express the expectations of the City of Patterson for the qualities expected in new development.
- To provide a comprehensive plan for the financing and installation of infrastructure improvements that will enable full development of the area with job-generating land uses.

To achieve these goals, the Master Development Plan addresses the following topics:

- ❑ *Land use and development standards, including design guidelines for new development (Chapter II):;*

The recommended land use plan for the WPBPEP planning area is described in Chapter II and illustrated by Figure 6. Of the 949 total developable gross acreage, 675 acres are designated *Light Industrial*, 123 acres are designated for *Industrial Business Park*, 151 acres are designated for *General Commercial* development. Allowable land uses and recommended development standards are contained in the City of

Patterson zoning districts, West Patterson Industrial Business Park (WPIBP) and West Patterson Light Industrial (WPLI) and the General Commercial zoning districts which are provided in Appendix A. The allowable land uses emphasize high-quality jobs in conventional industrial establishments, and general commercial and retail centers.

- ❑ *Infrastructure Plans (Chapter V);*

Storm Drainage

The City of Patterson 2010 General Plan emphasize using basins as groundwater recharge. The WPBPEP proposed storm drainage system uses a combination of detention basins and groundwater recharge basins.

Water

The City of Patterson would provide potable water service to the WPBPEP area. The City supplied average day factors for the domestic water usage of 625 gallons per acres per day. The irrigation water will be supplied by non-potable shallow irrigation wells located in the development area. The irrigation demand factor is 2.5 gallons per minute per acre.

Wastewater

The City of Patterson would provide wastewater collection and treatment service to the WPBPEP area. Wastewater infrastructure would be extended to the project site. The developers of the property also may choose to build a private package treatment plant in lieu of connecting to the City treatment plant.

Previous and Continuing Planning Efforts

City of Patterson General Plan

The City of Patterson General Plan was adopted in 2010 which designated several hundred acres between Interstate 5 and Rogers Road for the Light Industrial and General Commercial land uses. The City has experienced strong growth within the West Patterson Business Park and Villa del Lago Shopping Center. A need was identified for additional land for Light Industrial and General Commercial uses adjacent Interstate 5.

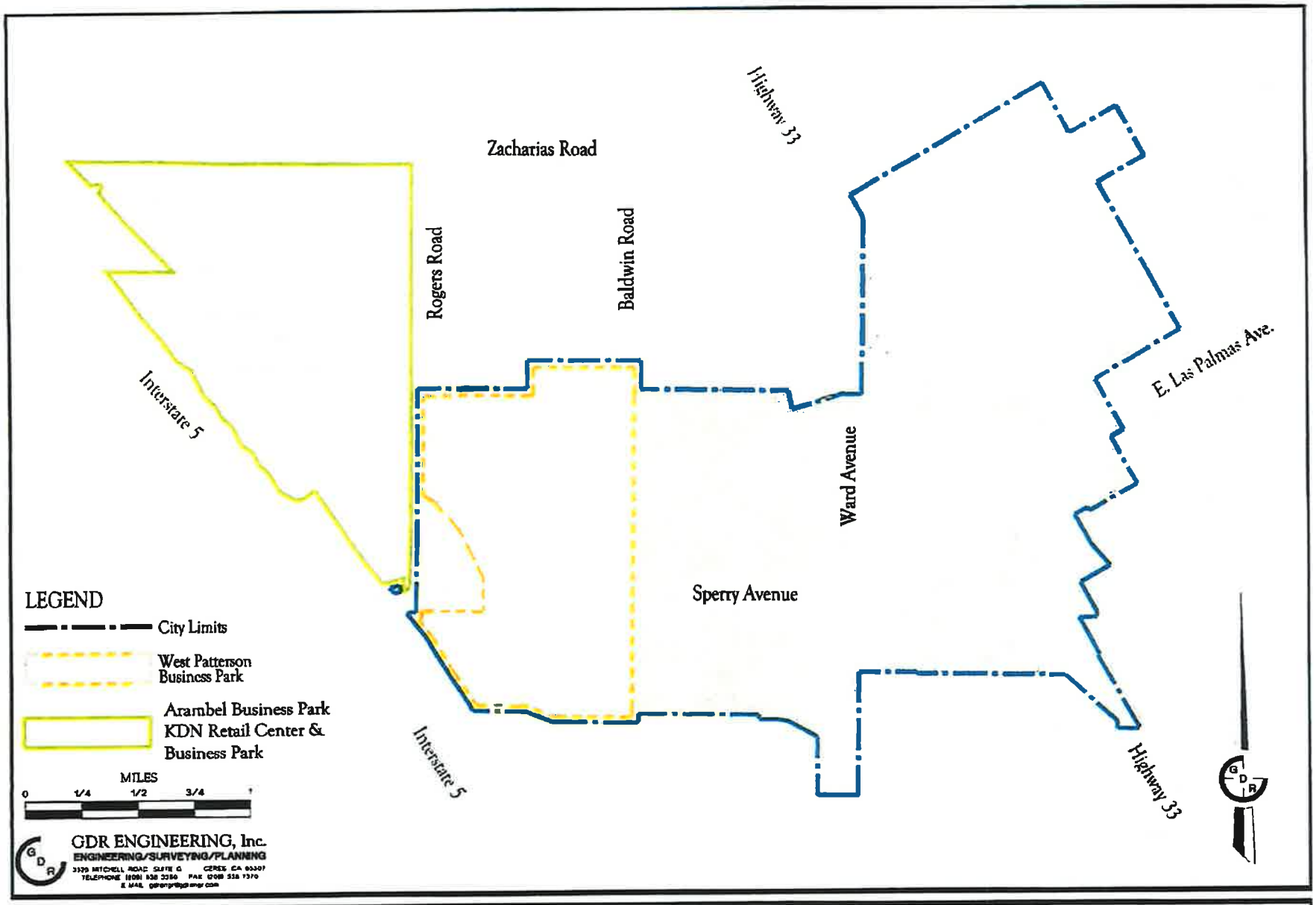
Mello – Roos District Formation

A Mello-Roos District was formed for the West Patterson Business Park to help finance the infrastructure improvements that were necessary to accommodate development and orderly growth of the Business Park. It is anticipated that a Mello-Roos District will need to

be formed to help finance necessary infrastructure improvements within the WPBPEP area (Figure 2).

Relationship of the Master Development Plan to the City General Plans

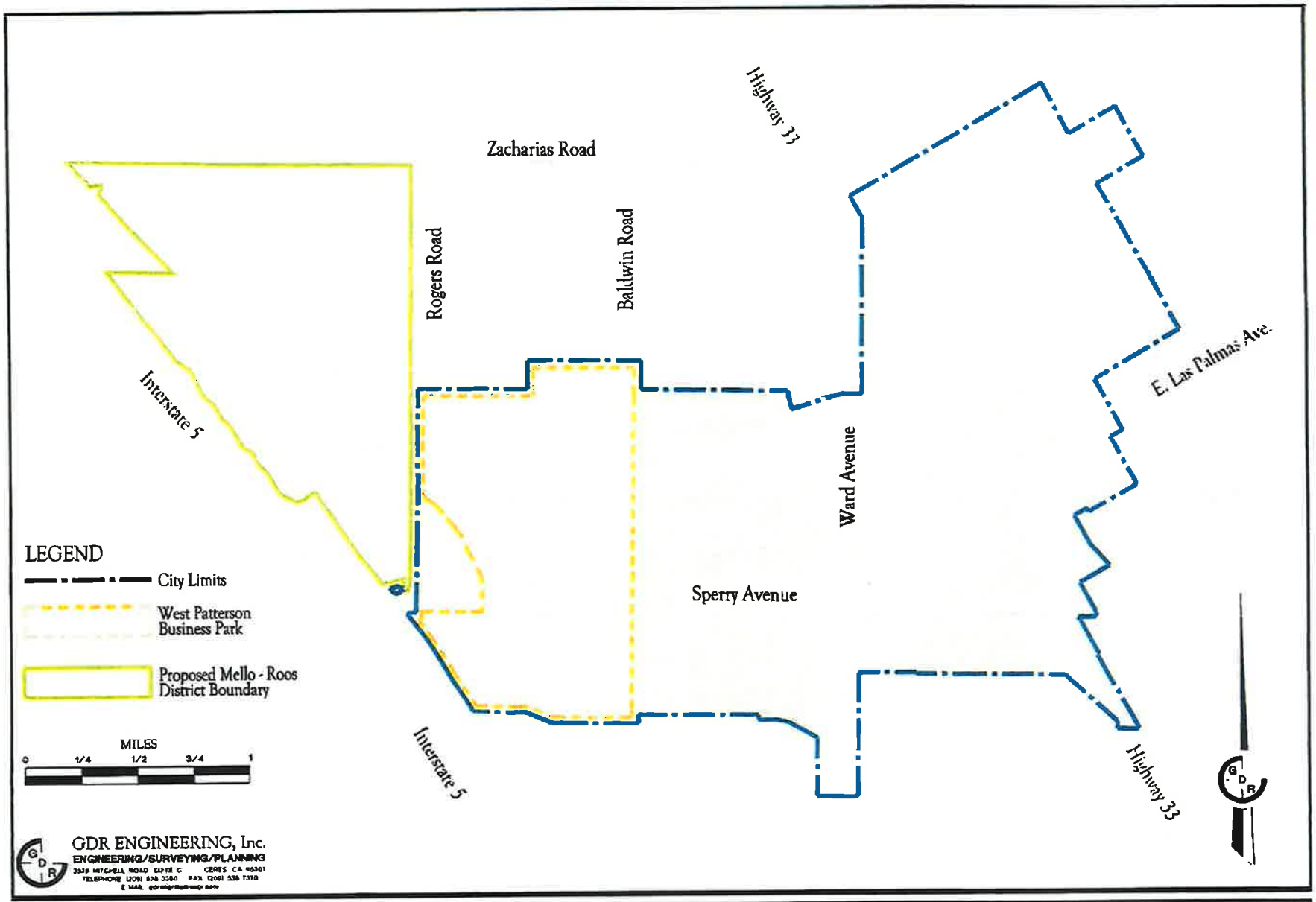
The West Patterson Business Park Expansion Project Master Development Plan establishes the regulatory framework that will govern development of the Plan area. Once adopted by the City of Patterson, it is intended to supplement the general plans by establishing area-specific development standards and design guidelines that will apply to all new development. Accordingly, all new development proposals must be found to be consistent with this Master Development Plan, which in turn must be consistent with the general plan for the City of Patterson.



ARAMBEL BUSINESS PARK / KDN RETAIL CENTER & BUSINESS PARK

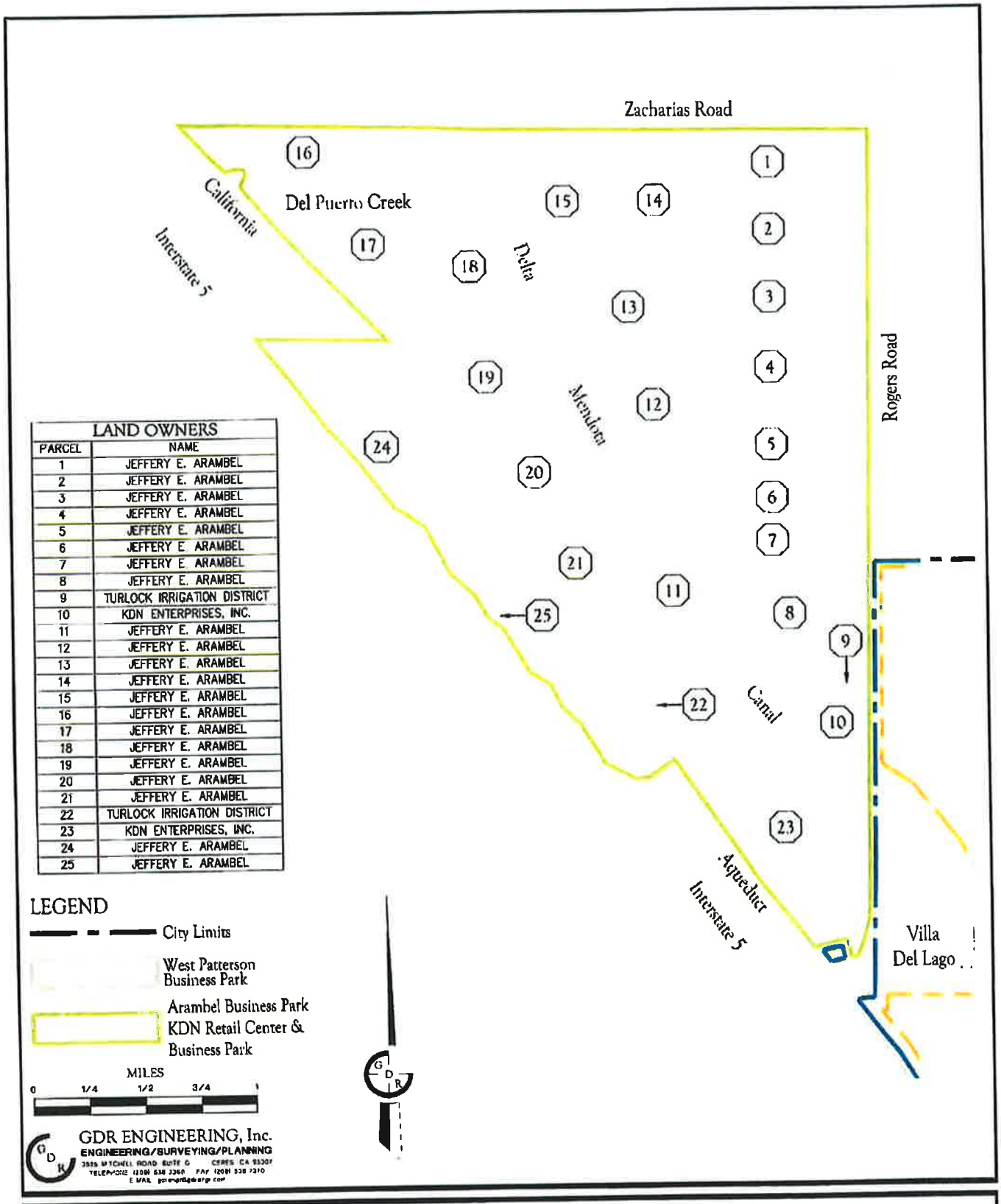
MASTER DEVELOPMENT PLAN

Figure 1
Planning Area & Vicinity Map



ARAMBEL BUSINESS PARK / KDN RETAIL CENTER & BUSINESS PARK
MASTER DEVELOPMENT PLAN

Figure 2
Proposed Mello-Roos District



LAND OWNERS	
PARCEL	NAME
1	JEFFERY E. ARAMBEL
2	JEFFERY E. ARAMBEL
3	JEFFERY E. ARAMBEL
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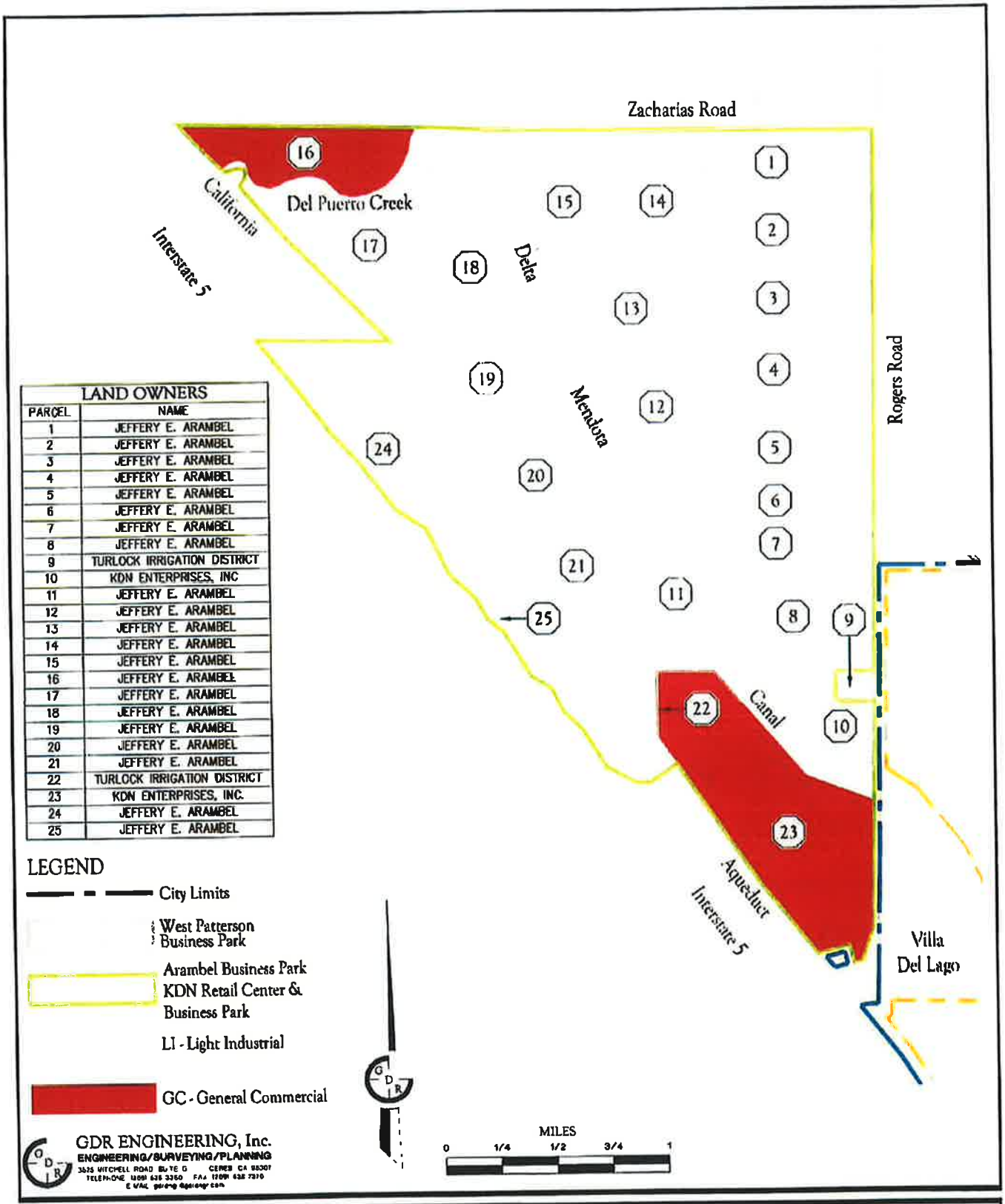
25	JEFFERY E. ARAMBEL

ARAMBEL BUSINESS PARK / KDN RETAIL CENTER & BUSINESS PARK
MASTER DEVELOPMENT PLAN

Figure 3
Master Plan Boundaries



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ARAMBEL BUSINESS PARK / KDN RETAIL CENTER & BUSINESS PARK
MASTER DEVELOPMENT PLAN

Figure 4
Existing City General Plan
Land Use Designations

II. Land Use

Overview of the Planning Area

The WPBPEP Master Development Plan covers an area of about 1,119 gross acres shown on Figure 1, which also shows the development of the West Patterson Business Park to the immediate east. Existing land use is primarily cultivated agricultural, planted as orchards and row crops. The California Aqueduct and the Delta-Mendota Canal traverse the project site in a northwest-southeast direction. Del Puerto Creek crosses the northwestern portion of the project site. A high-voltage power line parallels the west side of the California Aqueduct. Paved and unpaved roads provide circulation within the project site. An approximate 3-acre Turlock Irrigation District electrical substation that abuts Rogers Road is surrounded by the project site on three sides. The project site contains mostly flat relief, although the California Aqueduct sits upon a raised embankment that is approximately 50 feet higher than the rest of the site.

The City of Patterson General Plan designates the project site "Light Industrial" and General Commercial." The City's land use designations will be binding after the project site is approval for annexation into the City of Patterson by Stanislaus Local Agency Formation Commission.

Constraints to Development

The Master Development Plan was based on a thorough and complete understanding of the constraints affecting the planning area if the goals of the Plan are ever to be achieved. An environmental impact report (EIR) was prepared which analyzed the impacts in detail. Figure 5 illustrates the primary constraints affecting the planning area.

The California Aqueduct, the Delta-Mendota Canal, and Associated Bridges.

The planning area is crossed by a number of important water conveyances, the most important of which are the California Aqueduct, part of the State Water Project, and the Delta-Mendota Canal, operated by the Department of Interior, Bureau of Reclamation.

The canals constrain vehicular circulation within the planning area because of the high cost of constructing or expanding the bridges that cross them. Currently, bridges exist for Sperry Avenue and Rogers Road and the Hansen under-crossing of Interstate 5.

The I-5 / Sperry Avenue Interchange and Sperry Avenue Gateway

Sperry Avenue provides the primary access to the City from the I-5 interchange and is perhaps the City's most important gateway. Interstate 5 is one of the four main north-south highways in California and accommodates regional commuter traffic within Stanislaus County and beyond. It is estimated that the north bound and south bound Sperry Ave. / I-5 ramps should be signalized before occupancy of 300,000 square feet. Please refer to the project Development Agreements for Arambel Business Park & KDN Retail Center and Business Park for additional details. For the WPBPEP planning area and current Commercial Center and Business Park, the I-5 interchange is important to the success of the development.

Other Infrastructure

Other important infrastructure include water supply, roads and circulation, drainage and wastewater collection and treatment. These issues are addressed by the infrastructure master plans prepared for the project area and discussed in Chapter V.

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Existing Land Use and Regulatory Setting

The Master Development Plan area consists of mostly cultivated agricultural land uses planted as orchards and row crops. The California Aqueduct and the Delta-Mendota Canal traverse the project site in a northwest-southeast direction.

General plan designations applied to the area by the City of Patterson are shown on Figure 4. Existing land use by general plan land use category is summarized on Table 1.

Table 1
Summary of Existing Land Use by General Plan Land Use Category

General Plan Land Use Category	Acres
Light Industrial	813.57
General Commercial	135.42
Total	948.99

Water Feature and landscaping at the Villa del Lago Project.

Patterson 2010 General Plan

The Patterson General Plan was adopted on November 30th, 2010 and includes the following elements:

Land Use
Housing
Community Design
Economic Development
Circulation
Air Resources and Climate Change
Public Services
Parks, Recreation and Cultural Resources
Health and Safety (Noise, Safety)
Natural Resources (Conservation and Open Space)
Administration and Implementation

The Master Development Plan would help further the following policies and programs of the Patterson General Plan.

Land Use

Commercial Development

LU-3: *To designate adequate land and provide support for the development of commercial uses providing goods and services to Patterson residents and to become the commercial service hub for western Stanislaus County.*

LU-3.1: *Promotion of commercial sector. The City shall promote, and assist with the maintenance and expansion of, Patterson's commercial sector to meet the needs of Patterson residents, employees, and visitors. The City shall continue to gather market information to inform decisions regarding efforts to promote local businesses and attract new businesses.*

LU-3.2: *Retail development. The City shall promote the establishment, maintenance, and expansion of businesses in Patterson that generate high retail sales taxes as important contributors to the local economy.*

LU-3.3: *Regional centers. The City shall encourage regional shopping malls/centers at sites capable of support by a full range of transportation options.*

Visitor-Serving Land Uses

LU-5: *To designate sufficient land to accommodate land uses serving the traveling public.*

LU-5.1: *Highway Commercial development. The City shall support the developers of highway-serving commercial area near the Sperry Avenue/Interstate 5 interchange and near a future interchange in the vicinity of Zacharias Road.*

Industrial Development

LU-7: *To designate adequate land and provide support for light and heavy industrial uses that create jobs and enhance the economy of Patterson.*

LU-7.1: *West Patterson Business Park. The City shall promote and assist the maintenance and expansion of Patterson's industrial sector by implementing the West Patterson Business Park Master Development Plan.*

LU-7.2: *Location of industrial development. New industrial development shall be located along arterials with easy freeway or rail access and shall be served by full City services.*

LU-7.4: *Clean industries. The City shall promote the development of clean industries that do not pose health risks associated with water and air pollution or potential leaks or spills.*

Economic Development

Promoting the Local Economy

ED-1: *To establish and maintain a supportive business climate and a healthy, sustainable economy.*

ED-1.3: *The City shall continue to strategically market its business/industrial park opportunity areas including the West Patterson Business Park.*

Public Services

Water Supply

PS-1: *To maintain an adequate level of service in the City's water system to meet the needs of existing and future development.*

Wastewater Collection, Treatment and Disposal

PS-2: *To maintain an adequate level of service in the City's wastewater collection and disposal system to meet the needs of existing and future development.*

Storm Drainage and Flood Protection

PS-3: *To maintain an adequate level of service in the City's storm drainage system to accommodate runoff from existing and future development and to prevent property damage due to flooding.*

Location of Public Facilities

PS-9: *To promote efficiency, convenience, and harmony in the siting of public facilities.*

PS-9.1: *Land use compatibility. Public facilities-such as utility substations, water storage or treatment plants, pumping stations, and sewer treatment plants-shall be located, designed, and maintained so that noise, light, glare, or odors associated with these facilities will not adversely affect nearby land uses. Building and landscaping materials that make these facilities compatible with neighboring properties shall be used.*

PS-9.2: *Recreational use of rights-of-way. Utility company rights-of-way shall be considered for use of public or private open spaces, trails, parkland, or other compatible passive recreational uses.*

PS-9.3: *Underground utilities. The City shall, where suitable, require all new electrical and communication facilities to be installed underground or, in the case of transformers, pad-mounted. The City shall actively promote the undergrounding of existing overhead facilities.*

Recommended Land Use Plan

Land use designations recommended for the planning area are shown on Figure 6; recommended zoning districts are shown on Figure 7. The planning area is designated Light Industrial and General Commercial, consistent with the definition used by the City of Patterson General Plan.

Table 2
Summary of Recommended Land Use Plan

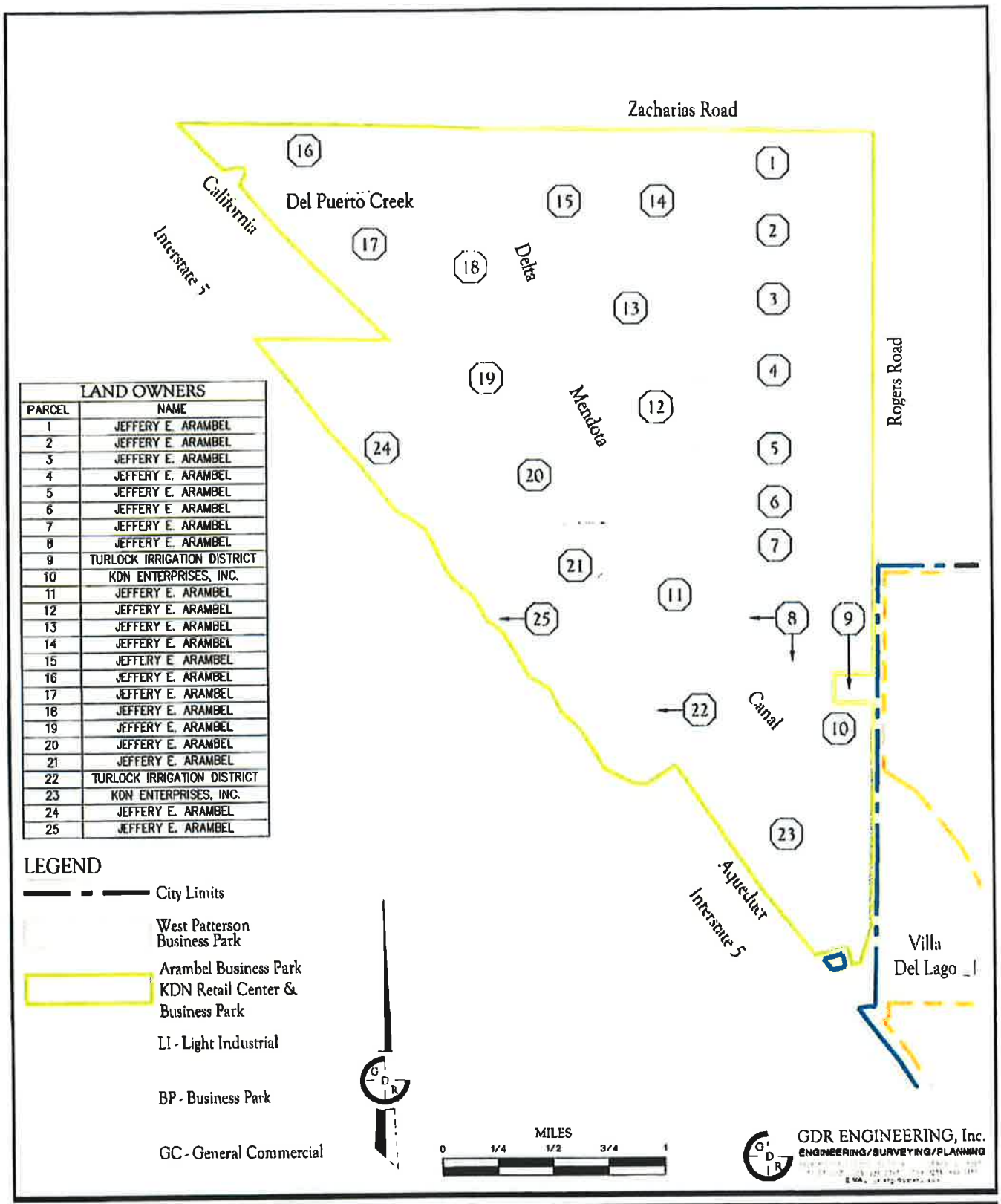
ARAMBEL BUSINESS PARK	
General Plan Land Use Category	**Net Acres**
WPLI - Light Industrial	652.46
WPIBP - Business Park	87.70
General Commercial	35.73
Sub Total	***775.89***
KDN RETAIL CENTER & BUSINESS PARK	
General Plan Land Use Category	**Net Acres**
WPIBP - Business Park	17.61
General Commercial	87.09
Sub Total	***104.70***
Grand Total	***880.59***

Arambel Business Park

The Arambel Business Park would occupy approximately 828 acres located north of the proposed future extension of Keystone Pacific Parkway. The Arambel component would consist of 42 parcels ranging in area from 1.1 to 61 acres each. Of the 42 parcels, 36 would support building envelopes and the remaining seven parcels would be designated for storm drainage purposes. The property from Rogers Road to the California Aqueduct will be designated light industrial. The property west of the California Aqueduct and a the south portion of the Arambel Business Park will be designated business park except the portion on land immediately north of Del Puerto Creek which is designated general commercial.

KDN Retail Center / Business Park

The KDN Retail Center / Business Park would occupy approximately 121.5 acres and would be located south of the proposed future extension of Keystone Pacific Parkway. The KDN component would consist of 19 parcels ranging in area from 1.5 to 17.1 acres each. Of the 19 parcels, 17 would support building envelopes and the remaining two parcels would be designated for storm drainage purposes. The property north of the Delta-Mendota Canal to Keystone Pacific Parkway will be designated light industrial and the property located south of the Delta-Mendota will be general commercial.



LAND OWNERS	
PARCEL	NAME
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ARAMBEL BUSINESS PARK
KDN RETAIL CENTER & BUSINESS PARK
MASTER DEVELOPMENT PLAN

Figure 6
Recommended Land Use Plan / General Plan Designations

Recommended Zoning, Development Standards and Allowable Uses

Recommended zoning designations for the planning area are shown on Figure 7. The two industrial zoning classifications and the General Commercial zoning designations are applied. The two industrial zoning classifications are West Patterson Industrial Business Park (WPIBP) and West Patterson Light Industrial (WPLI). The City of Patterson zoning ordinances are provided in Appendix A.

Allowable Land Uses

The list of allowable land uses associated with the two industrial zoning classifications is summarized on Table 3. The list of allowable uses associated with the General Commercial zoning classification is summarized on Table 4. One of the goals of the Master Development Plan is to continue to provide suitable locations for the development of business park, industrial, and general commercial uses within the City of Patterson.

Table 3 Allowed Uses and Permit Requirements for Light Industrial and Industrial Business Park Zoning Districts	P Permitted Use S Administrative Approval Required CUP Conditional Use Permit Required ----- Use Not Allowed	
Land Use	Permit Required	
	LI	IBP
AGRICULTURE AND OPEN SPACE USES		
Crop production and horticulture	P	P
INDUSTRY, MANUFACTURING AND PROCESSING USES		
Assembly of products	P	P
Bakery wholesale and distribution	P	-
Bottling plant	P	-
Business incubator centers	-	P
Business services	-	P
Call centers	P	P
Catalog services	-	P
Ceramic products	-	P
Communication systems research and development	P	P
Computer systems research and development	P	P
Conference center	-	P
Data Storage Facilities	P	P
Food packaging	P	P
Furniture manufacturing	P	P
Electronic repair and assembly	P	P
Interior design and office equipment sales	-	P
Manufacturing & technology support industries	P	P
Packaging	P	P
Pharmaceutical manufacturing	CUP	P
Printing and publishing, book binding	P	P
Research and Development Laboratories	P	P
Seed processing and packaging	CUP	-
Sheet metal fabrication	CUP	P
Sign fabrication companies	CUP	P
Software development	P	P
Warehouses as a principle use	P	-
Wholesale distribution and catalog sales	P	P

RETAIL AND SERVICE USES		
Artist gallery or studio	-	P
Auditoriums	-	P
Banks	CUP	P
Broadcast studios	CUP	S
Convenience store	CUP	P
Computer sales and repair	-	S
Commercial laundry	-	P
Communication towers	-	S
Contractor or building supply sales	-	P
Copying and reprographics service	P	P
Day care center	CUP	P
Exhibition building	-	P
Health club/gymnasiums/gymnastic school/exercise business	CUP	P
Medical and Health facilities and uses	-	P
Museum (non profit)	-	P
Office equipment sales	-	P
Offices	CUP	P
Hotels / Motels	-	P
Night club	-	P
Parcel delivery service	P	P
Parks and Playgrounds	-	P
Public buildings and facilities	P	P
Public utilities	-	P
Restaurants, food take-out	CUP	P
Retail shops	-	P
Colleges and Universities, private schools, technical schools	-	P
Temporary events	S	S
Transportation terminals	S	P

Development Standards

Recommended industrial development standards are summarized on Table 4 and in Appendix A. The industrial development standards are similar to those applied by the adopted City of Patterson Ordinance in January, 2003, as The West Patterson Business Park Master Development Plan.

The recommended commercial development standards are as shown within this Master Development Plan document and as adopt City of Patterson Ordinance for the General Commercial Zoning District.

Table 4 **Allowed Uses and Permit Requirements for General Commercial Zoning Districts**	**P** **Permitted Use** **S** **Administrative Approval Required** **CUP** **Conditional Use Permit Required** **----** **Use Not Allowed**
Land Use	**Permit Required**
Apparel and accessory shops	P
Appliance stores	P
Armored car service	P
Art supply shops	P
Auction sales, not to include animals, within an enclosed building only	CUP
Auditoriums and conference centers	P
Automated teller machines	P
Automobile repair garages, excluding body and fender work, painting and upholstering, within an enclosed building only	CUP
Automobile sales, new and used	P
Automobile service stations	P
Automobile rental agencies	CUP
Automobile supply shops	P
Bakery shops	P
Banks, savings and loan and credit unions	P
Bars and cocktail lounges	P
Bed and breakfast inns	P
Bicycle sales and service	P
Billiard / arcade establishments	P
Boat and other marine sales, new	P
Bowling alleys	P
Candy stores	P
Car stereo shops	P
Car wash when appurtenant to a service station	P

Child care facilities	P
Cleaning and dyeing agencies, including pressing and repairs	P
Communication equipment buildings	CUP
Community social centers	P
Computer sales and repair shops	P
Confectionary or candy stores	P
Convenience stores	P
Country clubs and related uses	P
Dance studios	P
Day spas	P
Delicatessens	P
Dental Clinics, including laboratories in conjunction therewith	P
Department stores	P
Dress shops	P
Drug stores	P
Drug and alcohol treatment facilities as defined below may be established subject to the following: a. "Drug or alcohol abuse treatment facility" means a facility established and operated for the purpose of medical and other treatment, on a twenty-four hour basis for persons with addictions to alcoholic beverages and/or prescription or non-prescription drugs. b. The use shall be subject to all City, County, State and Federal regulations concerning such treatment facilities, health and safety, food preparation or other applicable regulation. Current of such certification shall be provided to and shall remain on file with the Planning Department. c. The Use Permit shall be subject to a review at a noticed public hearing before the Planning Commission at six (6) months and at one year after commencement of the use. Subsequent review shall be at the discretion of the Planning Commission. d. The Use Permit shall expire and shall be of no effect if the use is abandoned or, if for	CUP

any reason, any required license is forfeited, sold or transferred.	
Dry cleaning, self-service	P
Dry goods store	P
Electric distribution substations including microwave facilities in conjunction therewith	CUP
Equipment rental services	P
Farm supply stores	P
Fast food restaurants and other similar eating establishments	P
Feed and grain stores	CUP
Fire stations	P
Fish markets, retail (not including cleaning or processing)	P
Florist shops	P
Floor covering stores	P
Furniture stores	P
Gift shops	P
Golf driving ranges	CUP
Gun shops	CUP
Hardware stores	P
Health food stores	P
Health spas	P
Hobby supply shops	P
Hospitals	P
Hotels	P
Ice cream shops	P
Information centers, Chamber of Commerce, tourist, etc.	P
Itinerant/mobile vendors	CUP
Janitorial service	P
Jewelry stores	P
Liquor stores	P
Locksmith shops	P
Lodge halls	P
Markets, food	P
Meat markets, not including slaughtering	P
Medical clinics, including laboratories in conjunction therewith	P
Medical and orthopedic supply stores	P
Mobile home and manufactured housing sales,	CUP

new	
Mobile home parks	CUP
Mortuaries	CUP
Motels	P
Music stores	P
Novelty stores	P
Nurseries, including the growing of nursery stock	P
Nursery schools, pre-school children	P
Outdoor markets, sales establishments	CUP
Outdoor promotions, sales, or displays excepting outdoor eating establishments, approved farmers markets, and other temporary uses	CUP
Paint and wallpaper stores	P
Parks and playgrounds	P
Pet shops	P
Pet supply shops	P
Photographic equipment and supply stores	P
Photographic studios	P
Plumbing shops	CUP
Police stations	P
Pottery stores	P
Poultry markets, not to include slaughtering	P
Print shops	P
Private clubs	CUP
Professional and administrative offices	P
Public or private schools	CUP
Public utility storage, corporation or repair yards	CUP
Public and quasi-public uses, except for storage, corporation or repair yards	P
Radio and television stores	P
Recording studios	P
Restaurants (including sports bars/restaurants)-counter, drive through, table service	P
Retail stores	P
Second hand stores	P
Service stations	P
Signage attached to the main building and appurtenant to any permitted use	S
Shoe stores	P
Small group care facilities, nursing facilities,	CUP

convalescent facilities (must be state licensed)	
Sporting goods stores (no firearm sales)	P
Sporting goods stores (with firearm sales)	P
Stationery stores	P
Storage buildings and warehouses	CUP
Tattoo parlors	CUP
Theaters, not including drive-ins	P
Tobacco shops	P
Tourist information / visitor centers	P
Toy and hobby shops	P
Transit stops/park and ride lots/parking garage and lots	P
Travel trailer and recreational vehicle sales, not to include semi-trailers	P
Typewriter sales and repair shops	P
Variety stores	P
Veterinary clinics, small animal only	P
Visitor serving retail	P
Wholesale commercial uses	P
Wine and cheese shops	P
Wine tasting rooms	P
Other similar uses which the commission finds to fall within the intent and purpose of this district that will not be detrimental to the public welfare and which the commission finds to be of a comparable nature and of the same class as the uses enumerated in this section.	P
Other uses and structures customarily appurtenant or incidental to a principle permitted use on the same parcel, subject to applicable laws and intended soley for use by the occupants of a principle permitted use or uses. No accessory structure shall be constructed prior to the constructions of the main building, or on a lot separate from the main building	P
Temporary carnivals/circuses, not to exceed three days within any six-month period, provided the carnival/circus is located on publicly owned or leased property, on any general curriculum public or private school grounds, or on property improved with a permanently established church. The	S

sponsorship of such carnival/circus shall be confined to a public agency or a religious, fraternal or service organization directly engaged in civic or charitable endeavors	
Temporary storage of materials and construction equipment used in construction or maintenance of streets and highways, sewers, storm drains, underground conduits, flood control works, pipe lines and similar uses.	S
Temporary uses, such as Christmas tree, pumpkin and firework sales, grand openings and special events, freestanding signage	S
Accessory Uses: Other uses and structures customarily appurtenant or incidental to a principal permitted use on the same parcel, subject to applicable laws and intended soley for use by the occupants of a principal permitted use or uses. No accessory structure shall be constructed prior to the construction of the main building, or on a lot separate from the main building.	P
Live / Work quarters For purpose of this chapter, live/work quarters shall be defined as an integrated housing unit and working space, occupied and utilized by a single household in a structure that has been designed or structurally modified to accommodate joint residential occupancy and work activity, and which includes: 1. Complete kitchen space and sanitary facilities in compliance with the California Building Standards Code; and 2. Working space reserved for and regularly used by one or more occupants of the unit	CUP

Table 5 West Patterson Industrial Districts Development Standards		
Topic	**LI**	**IBP**
Minimum lot size	Minimum area and dimensions for parcels proposed in new subdivisions	
Minimum lot area	5 acres	1.0 acres
Minimum dimensions	100 feet	75 feet
Minimum building size	25,000 sq. ft.	12,000 sq. ft.
Setbacks (2)		
Front	15 feet	Minimum setbacks required. See chapter 18.98 for setback measurements, exceptions, and allowed projections into setbacks. 15 feet.
Sides (each)	10 feet	
Rear	15 feet	
Site Coverage	50% maximum	50% maximum
Height limit (1)	45 feet	45 feet
Landscaping	As required by Section 18.66.070 (Landscaping)	
Lighting	As required by Section 18.66.120	
Parking and Loading	As required by Section 18.72	
Signs	As required by City of Patterson sign regulations	

Notes

1. Maximum allowed height of structures. Exceptions may be allowed by Section 18.66.050 (exceptions).
2. The minimum setback for parking, buildings and other structures along Rogers Road shall be twenty (20) feet measured from the property line or the adopted right-of-way plan line, whichever is greater.
3. Except for zero-lot line, shared wall development. For such development total aggregate lot-area and building size must meet the standards above, but an individual lot and its related building may be smaller than the standards above so long as the total building size meets the standard above. Side set backs for the interior shared wall of such structures are 0 feet.

Employment Targets

The main goal of the West Patterson Business Park Expansion Project Master Development Plan is to continue to attract and retain businesses that provide well-paying jobs. To that end, the following employment targets have been established.

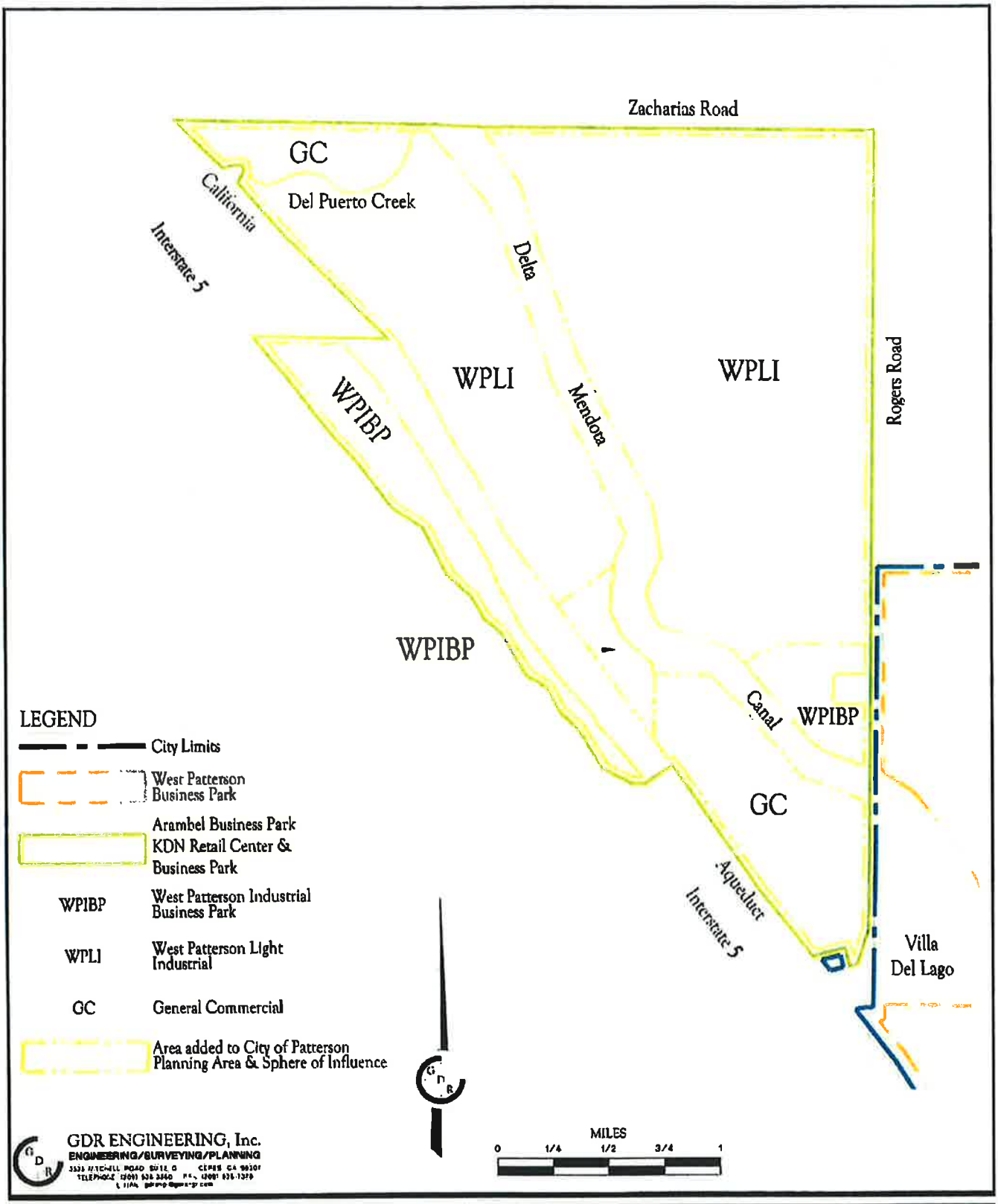
Table 6
Employment Targets

Zoning District	Desired Minimum Employment Generation (jobs per gross acre)
Industrial Business Park (IBP)	10 jobs per gross acre
Light Industrial (LI)	10 jobs per gross acre
General Commercial	14 jobs per gross acre

Notes

1. Table II-5: Employment Per Gross Acre of Non-Residential Development as shown on page II-13 of the City of Patterson 2010 General Plan.

It should be emphasized that these are targets only, and will be one of many factors used to assess the appropriateness of a given use for the area.

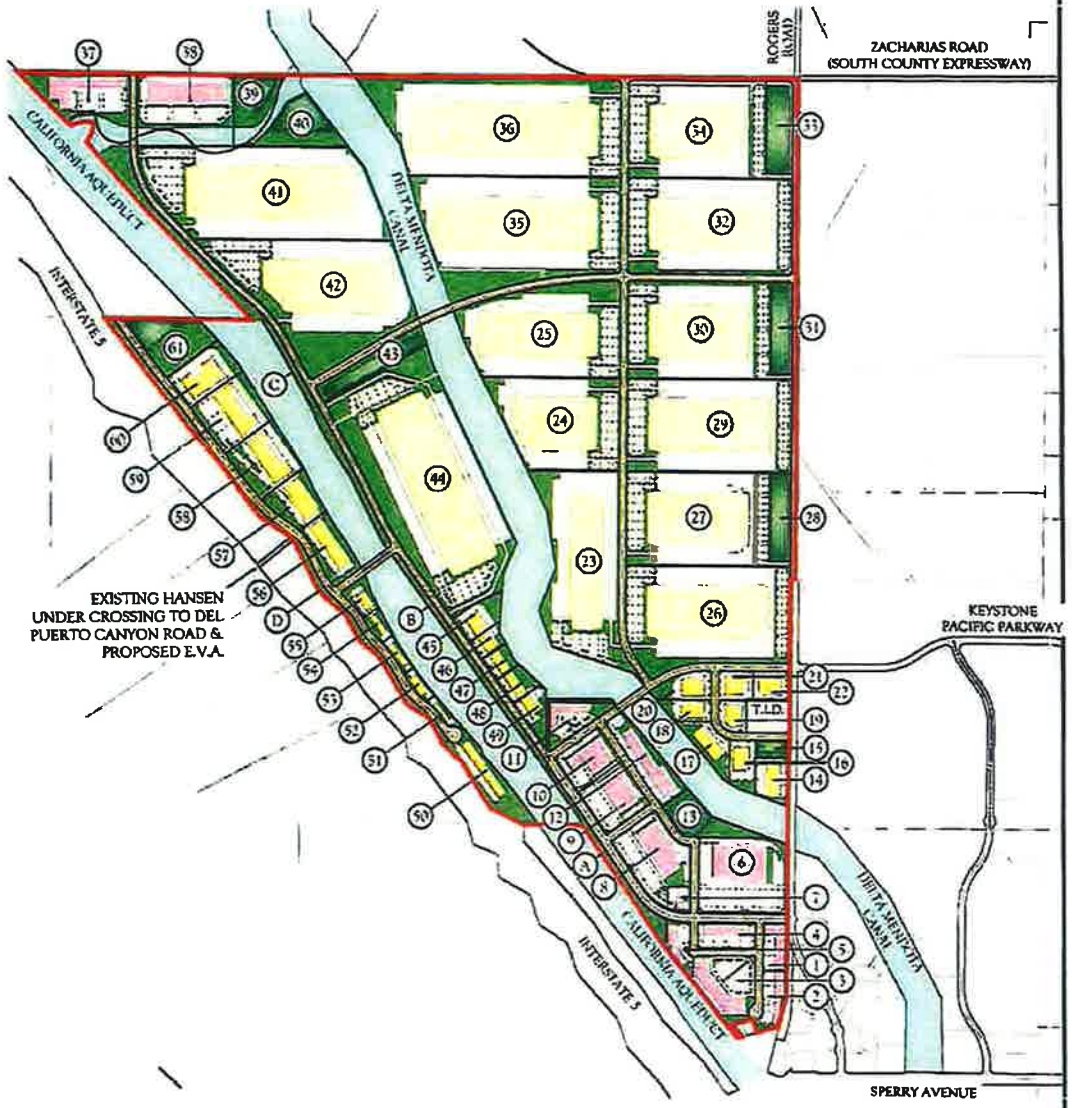


ARAMBEL BUSINESS PARK
KDN RETAIL CENTER & BUSINESS PARK
MASTER DEVELOPMENT PLAN

Figure 7
Recommended Zoning
District Boundaries

PARCEL INFORMATION			
PARCEL	NET ACREAGE ±	GROSS ACREAGE ±	BUILDING S.F.
1	3.15	3.91	60,000
2	3.72	4.17	45,000
3	9.15	10.40	120,700
4	3.93	5.72	42,700
5	2.77	3.48	37,800
6	17.41	19.42	218,500
7	1.53	2.07	12,500
8	11.35	13.81	138,200
9	7.47	9.07	119,250
10	5.99	7.38	115,400
11	4.78	5.49	59,900
12	7.11	8.18	118,900
13	5.73	6.17	BASIN
14	3.72	3.90	37,400
15	1.50	1.87	BASIN
16	3.30	3.53	38,150
17	4.12	4.32	56,650
18	2.66	2.85	38,150
19	2.31	2.80	31,500
20	3.72	4.01	38,150
21	2.70	3.30	38,150
22	2.79	3.23	38,150
23	35.84	37.74	535,650
24	27.89	28.67	307,250
25	34.06	37.32	608,000
26	42.51	43.15	826,900
27	35.06	35.88	618,400
28	4.83	5.14	BASIN
29	38.28	41.00	828,900
30	36.12	38.24	619,400
31	5.23	5.76	BASIN
32	41.07	43.71	826,850
33	6.50	7.07	BASIN

PARCEL INFORMATION			
PARCEL	NET ACREAGE ±	GROSS ACREAGE ±	BUILDING S.F.
34	35.18	37.18	619,350
35	54.18	56.52	1,003,300
36	80.82	83.84	1,352,900
37	11.51	12.07	141,600
38	17.67	18.27	184,400
39	8.55	8.55	BASIN
40	8.53	8.53	BASIN
41	52.23	53.18	1,034,350
42	45.91	48.58	784,000
43	6.30	7.38	BASIN
44	67.28	69.41	1,093,800
45	3.48	3.74	27,200
46	1.76	1.94	27,200
47	1.85	2.05	29,000
48	2.26	2.51	29,000
49	2.95	3.48	27,200
50	6.54	8.77	70,800
51	1.06	1.58	12,600
52	1.22	1.53	21,000
53	1.28	1.81	28,000
54	1.50	1.77	16,800
55	2.17	2.79	16,000
56	5.80	6.71	78,800
57	5.37	5.79	75,900
58	8.31	8.80	97,200
59	9.19	9.69	97,200
60	6.44	8.77	85,250
61	8.08	8.72	BASIN
LOT "A"	3.00	5.28	
LOT "B"	3.81	8.30	
LOT "C"	11.33	15.58	
LOT "D"	5.50	10.08	
TOTAL	880.58	948.99	13,470,800



LEGEND

- Arambel Business Park KDN Retail Center & Business Park
- General Commercial
- WPIBP (West Patterson Industrial Business Park)
- WPLI (West Patterson Light Industrial)

MILES

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ARAMBEL BUSINESS PARK / KDN RETAIL CENTER & BUSINESS PARK

MASTER DEVELOPMENT PLAN

Figure 8
Conceptual Development Plan

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Table 8
Project Employment Generation By Recommended Zoning District

Recommended Zoning District	Acres (Gross)	Employment Generation	Employment
Industrial Business Park	122.73	10 jobs per gross acre	1,227
Light Industrial	675.37	10 jobs per gross acre	6,754
General Commercial	150.89	14 jobs per gross acre	2,112
Total	**948.99**		**10,093**

Notes:

1. Table 11-5: Employment Per Gross Acre of Non-Residential Development as shown on page 11-13 of the City of Patterson 2010 General Plan.

III. Guidelines for the Design of New Development

Purpose and Applicability

One of the primary goals of the West Patterson Business Park Expansion Project Master Development Plan is to establish a regulatory and infrastructure framework that will continue the attraction and retention of high-quality industrial and business park development and retail commercial. Accordingly, the Design Guidelines that follow were prepared to aid designers, the public and decision-makers by expressing the community's shared vision for the quality and attractiveness expected from new development in the Plan Area. The Guidelines emphasize the use of landscaping, screening, sign control, and other techniques to improve and enhance the visual qualities of the planning area so that a visitor's first impression is a positive one.

In some instances the Guidelines are fairly precise. However, they are not rigid and inflexible, nor are they intended to stifle creativity by imposing a formula for the design of new development. Their main purpose is to ensure that new development in the West Patterson Business Park Expansion Project area enhances the quality of life in Patterson and preserves its image as a desirable place to live, work, shop and visit.

The vision embodied by these Guidelines can only be achieved through a cooperative effort among the decision-makers, private property owners and the community. The responsibility of decision-makers is to provide timely review of new projects, and to help foster private investment by implementing public improvements that enable development to occur. These Design Guidelines help achieve the former by providing a greater measure of predictability to the design review process. The role of the community is to be a sounding board with regard to new development so that decision-makers remain in touch with the preferences of City of Patterson citizens.

The Design Review Process

As with all other development-related matters in Patterson, design review is handled by the Planning Department and the appropriate decision-making body (Planning Commission and City Council). Anyone considering a development project should first make an appointment to discuss the project and these Guidelines with a member of the City Planning Department staff. The staff member can help

explain the development review procedures and determine if design review is required. The staff member can also provide an approximate timetable for the processing of the project and describe any other permits or approvals that may be required.

Design review is not a separate process apart from other discretionary approvals such as site plan review or a conditional use permit. To the extent allowed by the City's codes and ordinances, any additional planning or building permits will usually be processed concurrently.

Exceptions

It is envisioned that the great majority of projects will comply in their entirety with these Guidelines. However, it is possible that there may be unusual circumstances where a project may not be able to meet one or more of the standards due to the peculiarities of the project. In such instances, the Planning Commission may approve an exception provided that the overall intent of the Guidelines is still being met.

Amendments to the Guidelines

These Design Guidelines express the community's expectations for the design and quality of new development in the West Patterson Business Park Expansion Project industrial and commercial areas. Although they advocate basic principles of "good" design that have been found to apply in almost every occasion, they also encourage innovation and creativity. However, the Guidelines cannot anticipate how the community's expectations are likely to change over time as new design and construction techniques emerge and as tastes change. Thus, the Guidelines should be viewed as a "living document" that will evolve with the changing sentiments of the community. If amendments are deemed necessary in the future, they should be considered carefully and with the full participation of the community.

Who Does the Reviewing?

The Planning Director handles the task of design review for projects that do not require Planning Commission approval. When Planning Commission approval is required, such as a project requiring a conditional use permit, planned development or other entitlement, the Commission serves as the design review authority. When the Commission determines that a project conforms to all applicable provisions of the City Code, the project is approved. The approval may be subject to conditions that bear a reasonable relationship to the nature and intensity of development and the potential impacts such development may generate. Before a building permit may be issued,

the project must demonstrate compliance with all applicable conditions and codes. Minor exceptions to these Guidelines may be approved by the Planning Director (or the Planning Commission upon appeal) upon finding that the proposed design solution achieves the overall objectives of these Guidelines.

What Standards Will Be Used to Review My Project?

By its nature, design review involves subjective judgments: one person's idea of artistry may appear ugly to another. That is, in part, why these Design Guidelines were incorporated into the Master Development Plan and also why persons contemplating a development project should meet with City staff to discuss the design review process.

In their role as the design review authority, the Planning Director and/or Planning Commission will look at the entire design of a project, considering such factors as how the project relates to the natural features of a site and to surrounding development, and the visibility of the site along major corridors and entryways. They will also try to judge the quality of the experience people will have when working or conducting business in the development, as well as the effect the development will have on the visual character and quality of life of the community.

Design Guidelines

General Qualities of Design

1. Industrial / business park centers shall be designed with a consistent architectural theme that employs elements to visually unify the buildings and signage. The projects conditions of approval shall be incorporated as part of the design guidelines.

2. Desirable design elements and qualities that should be incorporated into new industrial development include:

    - Variety of surface texture.
    - Wall articulation and relief (awnings, trellises, etc.).
    - Significant landscaping that complements the buildings.
    - Projection that helps identify the entrance.
    - Entries that resemble a quality office in appearance and architecturally integrated with the mass and composition of the building.

3. Large industrial buildings often convey a "box-like" appearance. The following design techniques should be employed to help reduce the box-like appearance of large scale, bulky buildings.

    - Provide articulation to the various components of a building's façade through the use of color, the arrangements of façade elements, or changes in materials.
    - Incorporating recesses, projections, trim elements and other architectural features to provide visual interest.
    - Incorporate landscaping and architectural detailing at ground level to lessen the bulk of the building.
    - Incorporating indentations, color bands, vertical seams, textured walls and articulated surfaces.

Examples of business park development

4. The roofline at the top of a structure should not run in a continuous plane. Offsets should be provided in the plane of

the roof at intervals proportional to the overall length of the façade.

Colors and Materials

5. Colors or logos indentified with an individual company should be employed as accent features to a building and should not be incorporated as a main architectural feature.

6. Large areas of bright intense colors shall be avoided. While more subdued colors usually work best for the overall color, brighter accent colors are appropriate for trim, windows, doors and key architectural elements. Bold stripes of color are not an adequate substitute for architectural detailing.

7. Wherever possible, the number of colors on a building should be minimized. Earth tones should be employed for the body of the building. Examples include shades of brown, beige, tan, brick, and gray. Generally, colors appearing on a building should be complimentary with contrasts provided by detailing or trim with primary colors.

8. Exterior materials should convey quality in design and construction.

9. Concrete construction for industrial business park buildings is encouraged and it is recommended that elements that provide articulation and visual interest be included. Examples include:

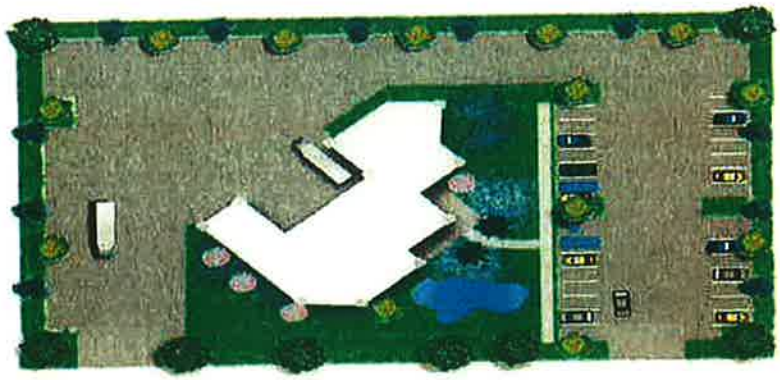
    - Texturing of the concrete surface to simulate rough or split-faced block.
    - Trim or other suitable exterior materials.
    - Painting of concrete is required. Painting on clay and concrete roofing tiles or shake roofs is prohibited.

10. Roof materials should be functional, durable and consistent with the quality of material employed on the buildings they serve.

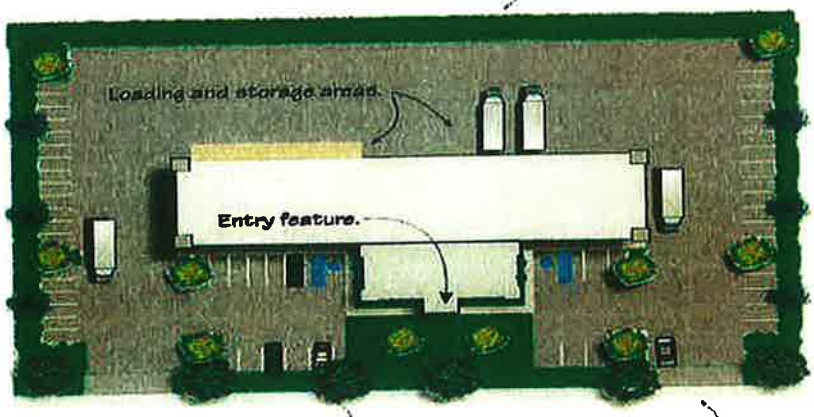
Site Planning / Parking & Access

11. Site planning for industrial development should address the following principles:

    - Controlled site access;
    - Service and loading areas located at the rear or side of the building and screened from view;
    - Safe and convenient vehicular access, and, for buildings larger than 50,000 square feet, truck access is separated from visitor / employee parking;
    - Emphasis on the main entrance to the building;
    - Landscaping within parking lot areas and in areas visible from the public right of way;
    - Building setback should be proportionate to the scale of the buildings. Larger structures should be set back further on the lot to provide balance with open space and so that buildings to not impose upon neighboring properties.



Landscaping to provide screening



Parking screened with landscaped berm.

Wider driveways and aisles to accommodate trucks.

An example of a site plan for a business park use incorporating ample landscaping, a water feature and truck loading at the rear. The site plan below depicts a more conventional industrial project with loading in the rear and perimeter landscaping.

12. Large expanses of parking are to be avoided. Landscaping, including trees, shrubs and ground cover shall be provided throughout parking areas in accordance with City standards. Lighting within parking areas shall be provided in accordance with City standards.

13. Parking should be screened from view and visually subordinate to the development. Parking lots should not overwhelm the appearance of a site, or views from the site, and should incorporate landscaping for all areas not used for vehicle storage, access or circulation. Plants, berms and low walls, or a combination of these features, should be used to help screen parking from adjoining streets.

14. Parking lots shall be landscaped both on the interior and around the perimeter. In general, a planter should be provided at intervals sufficient to achieve an overall canopy of trees and should generally have minimum dimensions of six feet by eight feet.

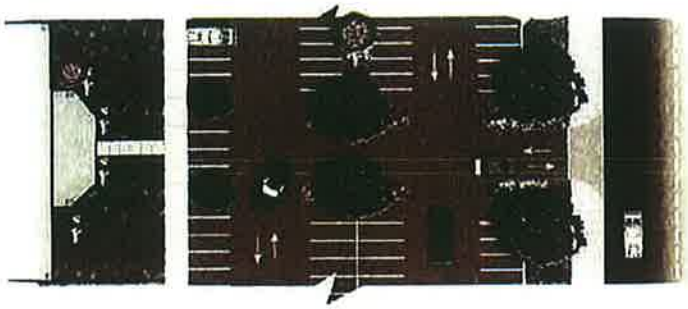
15. Entrances to parking and loading areas should be clearly marked with appropriate directional signage.

16. On-site circulation should be designed so that vehicles are not required to enter the street to move from one area to another.

17. Common driveways that provide access to more than one industrial site are encouraged and shall be utilized wherever possible.

18. Loading areas should be designed so that delivery trucks do not have to back onto the street for access.

19. Landscaping should be used to define areas on the site and emphasize the entrance to buildings, parking lots, and loading areas. The use of vines on walls can help soften the appearance of large building walls.



Signs

23. All signs shall be consistent with the City of Patterson sign ordinance in addition to the Guidelines in this section.

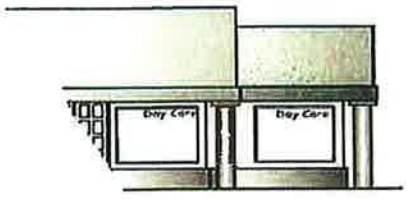
24. Provisions for the placement of signs shall be considered in the design of buildings. Signs shall bear a direct relationship to the overall design and character of a building and shall be compatible in size, scale, colors and materials with the architectural style of the building(s).

Canopy

Wall

Under Marquee

Projecting



Window

Signs should be integrated with the style and character of the project.

25. All signs shall be constructed of high quality materials such as stone, brick, cast concrete, tile or similar materials. Bare metal, wood or other non-durable materials shall be reviewed on a case by case basis.

26. For buildings with multiple tenants, a comprehensive sign program for the entire center is required. Such development shall utilize a single monument sign on each street frontage that identifies the overall name of the center. Signs for individual tenants shall be incorporated into the design of the project consistent with the other guidelines and standards for signage contained in these Guidelines and the City Sign Ordinance.

27. Signs shall be designed with permanent (non-changeable) graphics that are either back-lit or illuminated by means of recessed light fixtures at the sign base. Back-lit sign letters fixed directly to the sign face are encouraged over cabinet signs or other types of lettering. Flashing or message-board signs are not allowed.

28. Internally-illuminated sign cabinets are strongly discouraged. The placement of sign cabinets on building walls is prohibited.

29. Signage should identify the business or industrial center. Trade slogans are not allowed as permanent signage.

30. Stark constraints in sign colors should be avoided.

31. Monument-type signs are preferred for business identification. Pole signs are not allowed. Where several tenants occupy the same site, individual wall mounted signs are appropriate in combination with a monument sign identifying the development address. Monument signs shall be no taller than eight feet and shall be integrated with landscaping around the base.

32. Monument signs shall be designed to complement the architectural style of the buildings they serve and shall utilize high quality materials such as brick, stone, tile, cast concrete or similar materials. A cabinet sign placed on a base does not meet the intent of these guidelines. Cabinet signs may be allowed provided the entire cabinet exclusive of the sign face is

encased in the above mentioned materials, or if the overall design of the sign is unique and meets the intent of these guidelines.

33. Project identification signs should be placed at key project entries and form an attractive entry statement complemented by landscaping.

Landscaping

In addition to these guidelines, all projects must comply with the City of Patterson's Drought Tolerant Landscaping Ordinance.

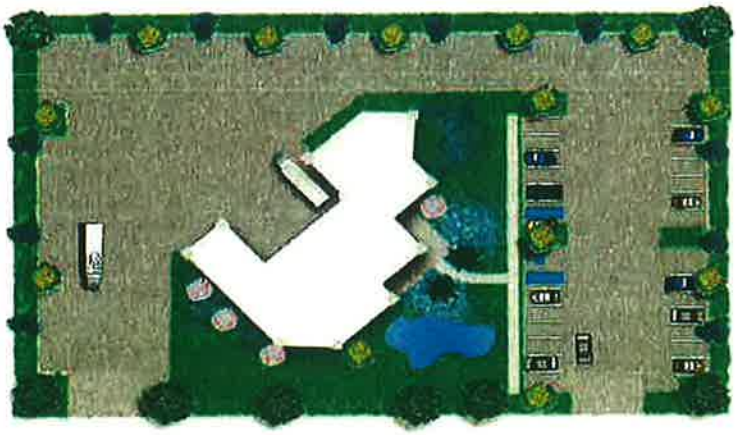
35. Landscaping should achieve the following objectives, as relevant to a particular project.

- Enhance the aesthetic appearance of development.
- Help buffer the transition between industrial and abutting residential development.
- Help control erosion.
- Screen incompatible land uses.
- Preserve the visual integrity of neighborhoods and commercial districts, and enhance pedestrian and vehicular traffic and safety by clearly distinguishing walkways and access points.
- Provide shade in parking areas.

36. Some commonly used planting design concepts include:

- Grouping specimen trees and providing rows at major focal points and entries.
- Flowering Vines on walls and arbors.
- Pots, vases, window boxes and raised planters.
- Trees to create canopy and shade, especially in parking areas and along pedestrian ways.
- Flowering trees or seasonal flowers to provide color.
- Berms, plantings and low walls to screen parking areas.

37. Landscaping and other open spaces should be integrated into the overall site design for a project. Landscaping should enhance and complement the design of the building(s), preserve and enhance views, provide buffers, transition areas and screening.



Business park site plan creating a campus-like setting by incorporating ample perimeter and parking lot landscaping, a water feature and entry statement.

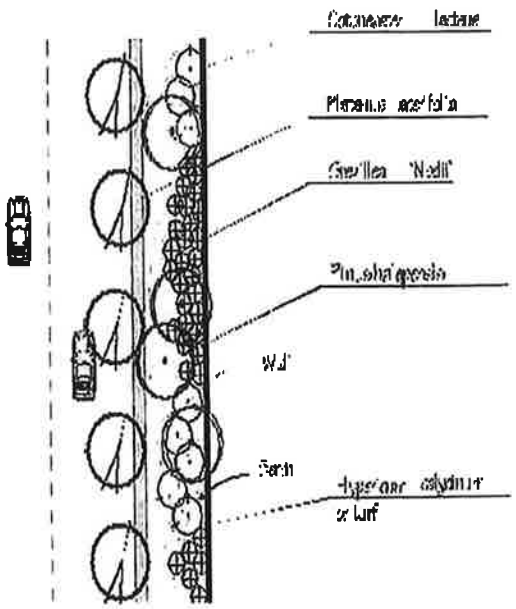
38. Landscaping should employ drought-tolerant varieties of plants, consistent with the City's Drought Tolerant Landscaping Ordinance.

39. A combination of deciduous and evergreen trees should be used to provide a variety of texture, color, and form in planting areas.

40. Trees with large canopies are required in parking lots, with accent trees at entries.

Walls and Screening

42. Screen walls should be designed to be compatible with the style and materials of the architecture of a site. Landscaping should be used in combination with such walls which covers at least 50% of the wall within five years. Berms should be incorporated into such landscaping. A conceptual landscaping plan that accomplishes these goals is provided below.



43. Long expanses of walls or fences should be interrupted with offsets and provided with accents to prevent monotony. Landscape pockets and pedestrian access through walls should be provided.

Staggered wall surface helps break up linearity.

Planter incorporated into wall provides relief from flat surface.

Variation in wall height along with foundation planting soften its appearance.

Materials that give texture to walls

44. Screening of outdoor storage should generally be solid, with a minimum height of six feet, in accordance with the City's fence height regulations. Vinyl-coated chain link fencing with slats may be appropriate for screening when not visible from the street in industrial zones. Chain link fencing is prohibited in commercial areas. Exposed chain link fencing may be used in industrial areas.

45. The use of barbed-wire or "razor wire" fencing is discouraged but may be considered in industrial areas where security of outdoor storage is a problem.

46. Where screening is required, a combination of elements should be used, including solid fences, walls, landscaped fences, landscaped berms and other landscaping.

IV. Guidelines for Commercial Development

Introduction

The form and scale of commercial development is shaped by the diverse nature of our modern economy and the manner in which consumers choose to move about, shop, work, and recreate. Each in turn influences how goods and services are produced and marketed. Accordingly, the guidelines for commercial development are organized into the following categories:

- General Principles of Design Applicable to All Commercial Development
- Large – Scale Retail Centers
- The projects conditions of approval shall be incorporated as part of the design guidelines.

General Principles of Design Applicable to all Commercial Development

Although commercial development covers a wide range of uses and settings, there are certain qualities common to each that should be expressed in the design regardless of its intended user or location within the City. The following guidelines should be applied to all new commercial development.

A. **Neighborhood Compatibility.** In designing a commercial project for a given site, it is important to analyze the areas surrounding the building site to find elements of compatibility that can be used in a new design. While a certain degree of variety is desirable and encouraged, compatibility with the neighborhood should be considered.

1. **Design.** Design factors that contribute to neighborhood compatibility include:

   a. Appropriate design theme;

   b. Proportional building scale/size;

   c. Appropriate building setbacks (if any) and massing;

d. Appropriate colors, textures, and building materials;

e. Adequate building articulation; and

f. Attention to form and function.

B. Consistency of design. Designs should demonstrate a consistent use of colors, materials, and detailing throughout all elevations of the building. Elevations which do not directly face a street should not be ignored or receive only minimal architectural treatment. Each building should look like the same building from all sides.

C. Form and mass. A building's design should provide a sense of human scale and proportion. Horizontal and vertical wall articulation should be expressed through the use of wall offsets, recessed windows and entries, awnings, full roofs with overhangs, second floor setback, or covered arcades.

D. Roofline. Roof design contributes strongly to the image of a structure as having quality and permanence.

1. A structure with a pitched roof, or pitched roofs over key building elements can sometimes project a more small-town image. Structures with flat roofs and parapets can be appropriate particularly in the downtown, but with particular special attention to the wall-to-parapet juncture, and to cornice details.

2. Pitched roofs may be gable, hip, or shed-style, but should either be full pitched or should appear so from the street. Any flat portions (i.e. equipment wells) should be relatively small and rooftop equipment should not be visible from streets or other public areas. On larger structures, pitched roofs should be multi-planed to avoid large, monotonous expanses.

3. Flat roofs are appropriate for larger commercial structures when it is determined that a project's overall design is amenable to flat roofs and is otherwise consistent with the objectives of these guidelines. When flat roofs are used, there should

be a continuous screening parapet topped with coping, or a cornice. Mansards should be used only to the extent that they maintain the same roof pitch as surrounding structures and are both high and deep enough to create the illusion of being a true roof. Steeply-pitched mansard roofs are discouraged.

E. Parapets. Parapet walls should be treated as an integral part of the building design, with architectural detailing consistent with the rest of the façade, and should not appear as unrelated elements intended only to screen the roof behind them.

F. Entries. Building entries should face the street and should be important and obvious elements in the design of a façade.

1. Each entry should be protected from the elements and should create an architectural focal point for the building.

2. Wall recesses, roof overhangs, canopies, arches, columns, signs, and similar architectural features should be integral elements of the building's entry design, and used to call attention to its importance.

3. Entries should incorporate windows to provide natural light and air, and to invite patrons.

4. Where appropriate, entries should incorporate seating, public art, lighting and areas to gather.

G. Additions to existing structures. The design of a building addition should follow the same general scale, proportion, massing, and detailing of the original structure, and not be in stark contrast to the original structure. Elements that help incorporate the main characteristics of the existing structure may include: the extension of architectural lines from the existing structure to the addition; repetition of bay, window, and entrance spacing or cornice details; roof design and ground-level details; use of the same or complimentary colors and materials; and the inclusion of similar architectural details (such as window/door trim, lighting fixtures, tile/brick decoration).

H. Materials and Colors. Colors and building material should compliment the form and massing of a building and reinforce a sense of compatibility with the neighborhood or district.

1. **Building Materials.** Building materials should be carefully chosen to enhance the consistency of the architectural theme and design.

    a. Materials should be used honestly. Artificial or decorative façade treatments, where one or more unrelated materials appear "stuck-on" to a building (such as artificial columns or posts), should be avoided. While authentic materials such as brick, stone, and wood are preferred, artificial products that effectively imitate real materials may be appropriate in limited situations. If artificial stone-like materials are used, they should look like local natural materials (for example, river rock, serpentine stone, etc.).

    b. Exterior finish materials should be chosen and applied so that they do not appear "thin" and otherwise artificial, as in the case of "brick" veneer applied to a single building face so that it is obviously only 3-inches thick when viewed from the side. Veneers should turn corners, avoiding exposed edges and continue down the side of a building to a logical break, such as a change in wall plane.

    c. Downspouts and drain pipes should preferably be placed within building walls. If they must be placed on a building exterior, they should be integrated with the architectural design, colors, and finish materials of the building.

2. **Colors.** The exterior colors of a building are as important as the materials in determining how people think about the building and its surroundings. Colors should be compatible with the existing colors of the surrounding area but need to duplicate existing colors.

a. The use of muted tones for the structure's base color is recommended. Color should not be used as an attention getting device.

b. Accent colors should be used thoughtfully and compliment the base color or a variation of its hue, either weaker or stronger.

c. The transition between base and accent colors should relate to changes in building materials or the change of building surface planes. Colors should generally not meet or change without some physical change or definition to the surface plane.

I. **Windows.** Existing windows should be maintained, and not "walled-in" or darkened to provide more interior wall or storage space. Building street frontages where buildings are placed adjacent to the sidewalk should have windows comprising between 60 and 85 percent transparent (e.g., windows and doors).

1. Windows provided in new development should be consistent with the size and rhythm of spacing established on adjoining buildings.

2. Window casings/frames should be constructed of durable materials that compliment the form and character of the building. If aluminum is employed, it should be simple in design with a dark anodized or baked enamel finish.

3. Ground floor windows should employ clear glass only, tempered to satisfy energy conservation requirements yet sufficiently transparent to afford views into the building.

4. Traditional mullions (true divided light windows) are preferred to muntins, which are short bars used to separate glass in a sash into multiple lights. Large windows without muntin or mullions are strongly discouraged.

J. Signs. Every structure should be designed with specific consideration for adequate signing, including provisions for sign placement, sign scale in relation to building scale, and readability. However, building façades designed solely for the placement of signs is strongly discouraged. The colors, placement, and materials of all signs should be integrated with the architecture and façade details of the structure.

These guidelines are intended to supplement and compliment the City's sign regulations:

1. The colors and materials of signs should complement the architectural style of the building.

2. The size of a wall sign should be in proportion to the scale of the wall to which it will be installed. Similarly, the size of a freestanding or monument sign should be scaled to its proposed location and compatible with surrounding signage.

3. Building signage should be located near the business entry.

4. Signing should be consistent in location and design throughout a development. The development of a signage program is highly recommended for projects with more than one business, including shopping centers, to encourage uniformity.

5. When more than one type of sign is used in a project, the styles of the signs should be consistent with one another so that the effect of the overall program is harmonious.

6. Text should be kept to a minimum and designed for business identification, not advertising purposes. Location, size, materials, and other features of a sign should be selected to achieve legibility.

7. Wall signs, monument signs and low-profile freestanding signs are encouraged. Distinctive architectural features, planting, window displays and merchandise can often communicate some of the message and identity usually conveyed by traditional signage.

8. Monument and Freestanding Signs. The base of a monument sign or the poles supporting freestanding signs should be architecturally compatible with the architecture of site buildings and enclosed or clad in architecturally compatible materials. Freestanding pole signs are strongly discouraged. Sign faces of these types of signs should be sufficiently high to allow the placement of landscaping around the bases without obstructing sign visibility.

9. Signage for pedestrians should be provided where necessary for orientation. Suspended and small projecting signs are good choices for business identification.

10. Illumination. Where permitted, lighting for signs should not create a hazardous glare for pedestrians or vehicles either in a public street or on any private premises. The light source should be shielded from view and excessive light spillage should be avoided. Indirect light source (e.g. 'goose neck' lights) are strongly encouraged.

11. Lighting for externally illuminated signs should be indirect and utilize focused light fixtures that do not allow light or glare to shine above the horizontal plane of the top of the sign or onto any public right-of-way or adjoining property.

12. Internal illumination. For internally illuminated signs, a dark background with lighter letters and graphics is generally preferable to the reverse. Raised lettering and graphics with halos or back lighting are also preferable to flat-faced signs with a light background and dark copy.

13. Individual "channel" lettered signs are encouraged; "canister" type signs are discouraged.

K. Site Planning. The placement of building son a site and its relation to adjoining development, the street, pedestrian and vehicular access are important considerations in the design of development that complements its surroundings.

1. **Consider neighboring development.** Each development proposal should demonstrate consideration and modification of designs as necessary for the existing conditions on and off the site including the following:

    a. The uses on, and site layout of, neighboring properties;

    b. The architectural style, shape and massing of neighboring structures;

    c. Existing natural features (e.g., mature trees, landforms, etc.);

    d. Privacy and solar access of the site and neighboring properties.

    e. Opportunities for new projects to provide physical links to adjacent development using sidewalks, and shared access drives and parking, whenever possible; and

    f. Opportunities for new projects to provide visual links to adjacent development in the form of similar landscaping, trees, etc., in addition to contextual architectural design as noted in b above.

2. **Building and Parking Locations.** Buildings should generally be oriented parallel to streets and should be placed as close to the street as required setbacks and consistent building placement will permit.

    a. Buildings may be angled to create interesting juxtapositions if there is a clear and desirable design goal to be achieved. However, the definition of the street edge is an important role

for buildings and should be considered in project design. Variations from this guideline may occur for wider setbacks from the street if a pedestrian oriented use or activity area is proposed or needed (for example, outdoor dining or a rest area) or to maintain continuity with landscaped areas on adjacent properties.

b. The orientation of building should respond to the pedestrian or vehicular nature of the street. Buildings with high pedestrian use should face and be directly accessible from the sidewalk.

c. The City strongly encourages shared parking arrangements and reciprocal access where appropriate. Parking areas on adjoining parcels should be connected to allow continuous vehicle, bicycle, and pedestrian access. Pedestrian linkages between parcels from building should be located separately from vehicle connections where possible and, in all cases, clearly differentiated from vehicle ways.

d. Scenic views and natural features around the site, and a site's location on a scenic route is strongly encouraged early in project design.

e. Corner buildings should have a strong tie to the setback lines of each street. The primary mass of the building should not be placed at an angle to the corner. This does not preclude angled building corners, or an open plaza at a corner. The latter are strongly encouraged.

f. The visual impact of parking lots should be minimized by locating these facilities to a portion of the site least visible from the street and by providing adequate screening, parking lot landscaping and setbacks.

g. Parking areas should be connected to building entrances by means of enhanced (patterned or stamped) paving.

h. Handicapped access should be provided into the property from the nearest point of public transit.

i. Loading facilities should not be located at the front of buildings where they will interfere with customer and employee traffic and be difficult to adequately screen. These facilities are usually more appropriate at the rear of buildings; however, loading areas should not look like and afterthought. They should be screened from street and off-site views to the maximum extent feasible, and should be architecturally integrated with the design of the building. Special attention should be given when designing loading facilities in a rear location adjacent to residential uses. Techniques such as block walls, enhanced building setbacks with landscaping, or fully enclosed loading areas and careful attention to the location and shielding of lighting and equipment (i.e., trash compactors, generators, etc.) can help minimize adverse impacts to residents. It is sometimes preferable to require that tenant spaces within a commercial project receive and ship products through the "front door," rather than subject adjacent residential uses to the noise and night time glare associated with actual loading facilities.

L. Landscaping. Landscaped areas should be planned as an integral part of the overall project and not simply located in "left over" areas of the site.

1. Landscaping should be used to help define outdoor spaces, soften and complement a structure's appearance, and to screen parking, loading, storage, and equipment areas. Landscaping should also be employed for its utilitarian qualities, such as the provision of shade, its ability to enhance the aesthetic appeal of a street, district or commercial site, and for its capacity to reinforce and complement historic cultural values.

2. The use of on-site pedestrian amenities (such as benches, shelters, drinking fountains, lighting, and trash receptacles) is encouraged. Theses elements should be provided in conjunction with on-site open

spaces and be integrated into the site plan as primary features.

3. Trees should be used in parking lots to help visually break up large expanses of paving and to provide some shading. Some trees within parking areas should be deciduous, to provide pavement surface shading during the warmer months, and to allow for solar gain during the winter. Tree species should be selected with rooting and canopy patterns to fit the spaces provided them. In general, species with messy fruits, pods, and seeds that will drop on the surfaces below are not good choices.

4. Healthy, mature trees should be maintained and incorporated into the site design wherever possible.

5. Planting should be included on all developed sites. Planting areas should be integrated with the building design, enhance the appearance and enjoyment of the project and soften the effect of the buildings and paving. Landscaping should use a combination of trees, shrubs, and ground cover. A projects planting should blend with vegetation on nearby property if the neighboring greenery is healthy and appropriate. The City encourages innovation in planting design and choice of landscape materials.

6. Vegetation and natural features. Healthy existing vegetation should be kept and incorporated into site and planting plans if they improve the site's appearance or enhances its proposed use.

7. Extent of landscaping. A site should be adequately planted on all sides and on the interior. Trees should be planted along streets in accordance with the City's Tree Regulations. Those trees should be selected from the City's "street tree" list; trees not on the list may be used if approved by the City. Trees might be required on other parts of a site for screening.

8. Plant selection. The purpose of planting – shade, screening, erosion control or appearance, for example – should determine what types of plants

are selected. Thickness, height, variety of color (not uniform), seasonal characteristics and ultimate growth should be considered. A generous amount of vegetation should be planted.

9. Water conservation. The conservation and efficient use of water are important City goals. The City strongly promotes the use of native and drought tolerant materials and sets water efficient landscaped standards. The following landscape standards should be applied to all new development.

    a. Irrigated turf areas should not exceed 20 percent of the site's total area.

    b. Water saving turf varieties or turf substitutes (groundcovers) should be used where appropriate.

    c. Planter and turf areas will be designated for maximum water efficiency and ease of maintenance. Turf should not be used in narrow planters, raised beds, and other relatively small planters.

    d. Planting on slopes over 15 percent causes excess irrigation runoff, and will not be allowed.

    e. Use decorative paving and alternative ground covers such as pathway bark, crushed rock, wood chippings, concrete, brick, or wood pavers to attractively landscape pathways, service areas, or areas difficult to maintain.

    f. Plants should be selected appropriately according to their suitability to the climatic, geological, and topographical conditions of the site. Protection and preservation of native species and natural areas is strongly encouraged, and any proposed removal will be evaluated for its appropriateness.

    g. Plants having similar water use should be grouped together in distinct hydro-zones and irrigated by a separate valve. Non-potable water should be used wherever possible for irrigation.

h. Plant selection should clearly emphasize the use of drought tolerant and water conserving plants.

i. Curbs, header boards, pavers, and other decorative materials should be used to define the edges of planters to reduce irrigation runoff into non-planted areas, and to define turf areas.

j. Water features will be designed and maintained to use water efficiently. Pools, ponds, decorative fountains and other similar ornamental water features will use re-circulating water. Water features will be of a design, shape, and size that maintains water loss through evaporation.

k. Parking lots should be adequately landscaped to prevent large, uninterrupted expanses of paving.

l. Planted areas should have a two-inch thick layer of mulch to reduce soil moisture evaporation and discouraged weed growth.

m. Use erosion control measures on planted slopes of 3:1 (33 percent) or steeper. Where runoff and erosion are likely, planter slopes should have jute mesh, straw matting or comparable biodegradable material to reduce erosion and allow plants to become established.

10. Placement. Plants should be placed with respect for their life cycles-for such factors as their ability to maintain and reproduce themselves, their size at maturity and their life span. Placement also should respect the different environmental requirements of different plants; factors such as temperature, moisture, soil, sunlight, and wind should be considered.

11. Irrigation. Most plants need to be irrigated to look their best. The City encourages the use of drought-tolerant plants; however, even these need regular water to become established. An appropriate irrigation system might include sprinklers, bubblers, a drip system and hose bibs, for example. The

system should be designed for efficient, conservative use of water. The use of automatic watering systems, set to water at night, are encouraged. Planter areas need to be large enough to properly accommodate the proposed irrigation systems.

12. Protection for planters. Planting areas should be protected by wood, masonry or concrete curbing where necessary.

13. Trees/Landscaping removals. Proposals to remove trees over three inches in trunk diameter should be shown on plans. The type, trunk and canopy diameter, and status (e.g. to be removed, saved, relocated) needs to be noted. Landscaping should not be considered for removal as part of a demolition plan without accompanying development plan that demonstrates why the plantings cannot be saved and provides for an adequate replacement.

14. Maintenance. Landscaping plans should be designed with function and ease of maintenance in mind. Diseased vegetation should be treated and dead vegetation replaced. Configurations that tend to catch trash and debris should be avoided.

15. Other Considerations. Proposed landscaping should also be designed to address the following additional considerations:

    a. Maintenance and replacement
    b. Water shortages, potential problems with reclaimed water
    c. Effects of drought – plant loss, increased water costs
    d. Health concerns – allergies (heavy pollen producing trees)
    e. Poor soils and poor drainage
    f. Intrusion of temporary structures onto landscape space
    g. Safety issues – tree fall, root damage, visibility
    h. Disease concerns – pitch canker, borer beetle

M. Screening. Screening can protect and separate uses and site functions to decrease adverse noise, wind, or visual impacts and to provide privacy. The need for screening should be considered early in the design process so that screening elements (such as fences and walls, berms, and landscaping) can be effectively integrated into the overall project design and not added later as an afterthought.

A. The method of screening should be compatible with the adjacent structure in terms of overall design, materials, and color.

B. Where screening is required at the ground level, a combination of elements should be considered including solid masonry walls, berms, and landscaping. Surfaces that are susceptible to graffiti, such as walls, should be covered with landscaping.

C. Roof-mounted equipment, including but not limited to air conditioners, fans, vents, antennas, and dishes should be set back from the roof edge and placed behind a parapet wall or in a wall, so they are not visible to motorists or pedestrians. Screening for equipment should be integrated into the building and roof design by the use of compatible materials, colors, and forms. Wood lattice and fence-like coverings are not allowed for screening.

N. Refuse, Storage and Equipment Areas

1. **Trash/recycling enclosures & service areas.** Refuse containers, service areas, loading docks, and similar facilities should be located out of view from the general public, and so that their use does not interfere with on-site parking or circulation areas, and adjacent uses, especially residential uses.

    a. Trash/recycling enclosures and service and loading docks should be conveniently located and large enough to accommodate the uses on the site, but should not interfere with other circulation or parking on the site.

b. Trash containers should be located away from public streets and primary building entrances, and should be completely screened with materials that are consistent with those on adjacent building exteriors.

c. Trash storage areas that are visible from the upper stories of adjacent structures should be screened with a trellis or other horizontal cover to mitigate unsightly views. The covering should be consistent with the architectural style of adjacent buildings.

d. Enclosures should be designed for long-term use and made of durable materials on a concrete pad.

O. Outdoor Storage, Display and Sales.

1. Outdoor storage areas should be screened with a solid fence, wall or mature hedge or other screen planting at least six feet high.

2. Where permanent outdoor storage of materials or sales items will exceed six feet in height. The materials should be provided with screening of comparable height and integrated with the overall design of the adjoining building.

P. Lighting. Lighting provides safety and orientation, but may also be a nuisance when it intrudes unnecessarily onto surrounding properties or the street. Conversely, lighting can enhance the aesthetic qualities of commercial development when used to complement its form and character and to create ambiance.

1. Outdoor lighting should be designed to illuminate at the minimum level necessary for safety and security, and to avoid harsh contrasts in lighting levels between the project and adjacent properties to the maximum extent possible. In all cases lighting should be designed to minimize glare by, among things, recessing the light within the fixture.

2. Lighting fixtures should not appear as an afterthought but should be integrated with the design of the buildings, parking and landscaping.

3. Lighting for parking areas and vehicular circulation lighting should be cut-off type fixtures that contain light on the intended areas. Bollard type lighting for pedestrian activity areas may use other light sources.

4. Lighting fixtures in parking lots should be located to assure adequate light levels and to avoid displacing trees.

5. Lighting fixtures in parking lots should not exceed 20 to 25 feet in overall height from the finished grade of the parking facility, except that light standards in large-scale commercial development may be taller so long as it can be demonstrated that such lighting will not adversely impact surrounding residential neighborhoods.

6. The design, size, and placement of outdoor lighting fixtures on buildings and in parking lots should be in keeping with the architectural style of the buildings. More, smaller-scale parking lot light instead of fewer, overlay tall and large parking lot lights should be installed. Outdoor light fixtures mounted on building walls should relate to the height of pedestrians. All light fixtures should be directed downward and shielded so that the light source itself is not visible and does not spill over to adjacent properties.

7. Bollard-type luminaries 3 to 4 feet in height are encouraged as pedestrian lighting.

8. Roof lights, wall washes, lighted roof panels and other methods of illuminating buildings are discouraged, including neon.

Q. Walls and Fences. The fact that commercial and industrial uses often require large outdoor areas for production activities, parking, or storage necessitates the thoughtful design of surrounding walls and fences because they can become significant visual elements on the site. It is of primary importance to take into account the public street frontage impact of walls and fences.

1. If walls are not required for a specific screening or security purpose they should not be used. The intent is to keep walls as low as possible while still performing their screening, security and noise attenuation functions.

2. Where walls are used at property frontages, or screen walls are used to conceal storage and equipment areas, they should be designed to blend with the site's architecture. Landscaping should be used in combination with such walls whenever possible.

3. Long expanses of fence or wall surfaces should be offset and architecturally designed to prevent monotony. Landscape pockets should be provided along the wall.

4. With taller walls over five feet in height, it may be more appropriate to have a stepped design which allows for the creation of a planter area between wall components. The use of trailing vines or groundcovers in these planters is encouraged.

5. When security fencing is required, it should be a combination of solid columns, or short solid wall segments, and wrought iron grill work, rather than the entire fence being a single material. Razor wire is prohibited. However, chain link fencing may be allowed when not visible from the street and so long as the fencing is vinyl or powder coated.

6. The aesthetic quality of walls and fences along collector and arterial streets should be given special consideration, especially where used to screen parking lots. Long stretches of the identical wall or fence should be avoided; changes in the design

should be made at logical points along the length of the wall or fence, such as at intersections.

R. Public Art. Public art can enliven an urban environment, enrich pedestrian experience, and stimulate interaction between artist and viewer. In the City, public art, as with all other improvements, is subordinate to the overall purpose of enhancing the beauty and enjoyment of the center.

1. Examples of appropriate public artwork include (but are not limited to) sculptures, murals, fountains, and kinetic art. Public art should reflect a city-wide collection of diverse media and style.

2. Proposals for placement of public art should consider and describe the relationship of proposed works to their immediate surroundings and to the City, especially as the proposed locations or artistic endeavor is reflective of important people and places in the history of Patterson.

3. Plans for development may identify specific locations for public art, and works may be commissioned or purchased to strengthen the context of these locations.

4. Poorly maintained public art is detrimental to a given commercial project and to the City. Works should not be installed (whether acquired by gift or purchase) unless accompanied by an endowment for long-term maintenance.

5. Public art should be incorporated into streetscape elements such as paving, bus shelters, benches, tree grates, and fences, whenever feasible.

6. Sites larger than 5 acres should create an open space or plaza with amenities such as benches, monuments, kiosks or public art. Amenities should be in prominent location, interconnected with the uses and walkways on the site, and be landscaped.

S. **Telecommunications Facilities.** The placement and design of telecommunication facilities are regulated by provisions of the City's Municipal Code to promote the aesthetic appearance of the City, to ensure public safety, and to acknowledge and provide the community benefit associated with the provisions of advanced communication services within the City.

1. The placement of telecommunications facilities (including towers for cellular phones, satellite earth stations, and associated facilities) shall be subject to relevant provisions of the City Code which prescribes standards for the location, screening, minimum setbacks, structure height, colors, and materials.

T. **Drainage and Water Quality.** Site planning, grading, and landscaping that incorporates screening through the use of berms shall be designed to comply with the relevant provisions of the National Pollution Discharge Eliminations System (NPDES).

Guidelines for Large-Scale Commercial Projects

Large-scale commercial projects generally exhibit the following characteristics:

- A building site of ten or more acres;
- At least one large "anchor" tenant space, along with multiple smaller attached tenant spaces;
- One or more detached tenant spaces, or "pad spaces" located near the street;
- Total building floor area of 100,000 square feet or more (project area);

Larger commercial centers present a number of design challenges relating to the size, form and mass of buildings and mass of parking area, an emphasis on customers who arrive primarily by motor vehicle (and by extension issues relating to on-site circulation for motor vehicles and pedestrians) and how such development can create desirable settings for shopping.

A. **Site planning for large-scale development.** Project site planning should emphasize pedestrian-oriented features, even though most customer trips to these facilities may be by auto. Even people who arrive by

auto must walk from car to building; in addition, some customers may arrive by transit, bicycle or on foot. Buildings in parts of the City that are more suburban and auto-oriented in character should incorporate major on-site plazas, open space areas and streetscape elements for pedestrian use between the major tenants and the parking lot. In the case of new commercial structures located on major arterials, it may also be appropriate to provide landscape setbacks between buildings and streets.

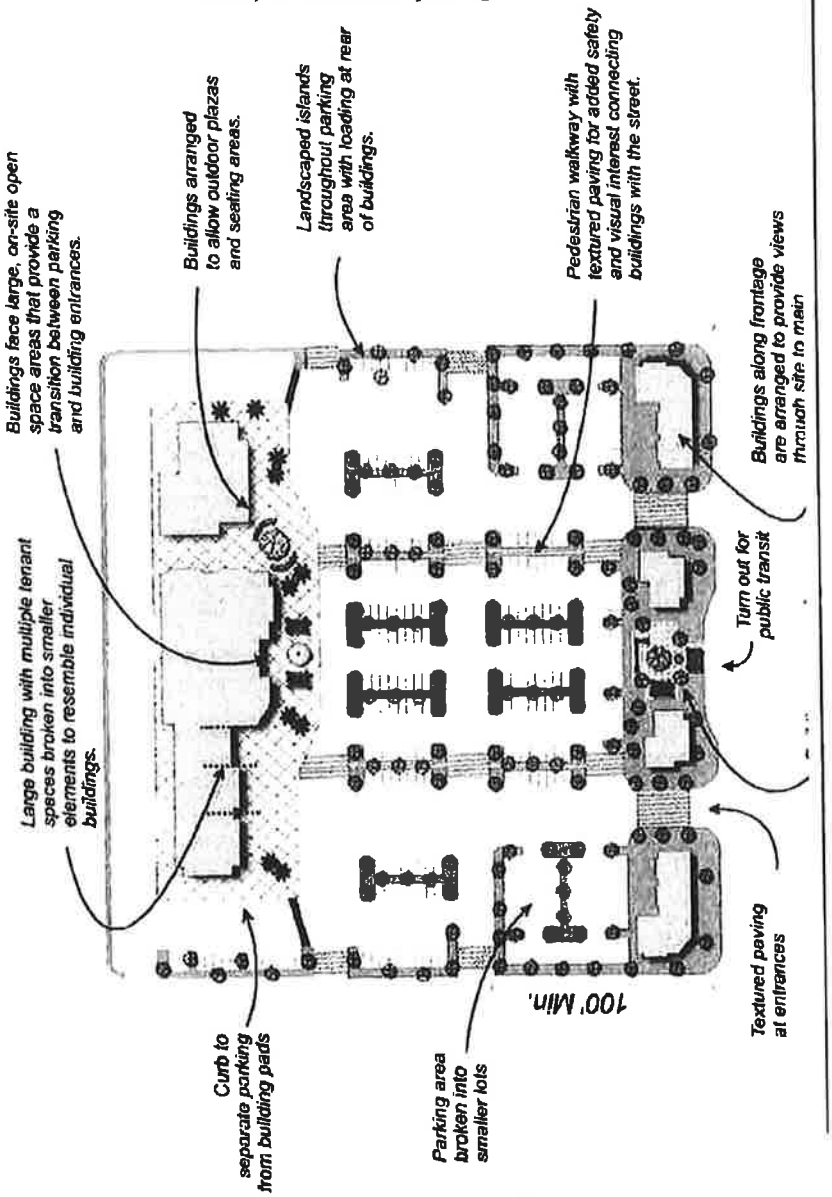
1. The layout of buildings and parking on the site should emphasize a strong relationship to adjoining streets, and encourage pedestrian circulation and access between the buildings and the street. Buildings should be placed near the street frontage on streets with slower traffic speeds and a pedestrian orientation, but may be located farther from a wide street with higher traffic speeds. The placement of buildings should also consider solar orientation, and the protection of outdoor pedestrian areas from the wind.

2. Site planning should include an outdoor use area or focal point adjacent to major building entrance. The area should provide public amenities such as a water feature, benches, landscaped areas with shade trees, public square, etc. Projects with two or more structures should group the buildings to define this space.

3. Buildings backing onto and visible from Interstate 5 should allow for clusters of evergreen trees and other extensive plantings to screen undesirable views of buildings.

4. Large scale commercial projects and shopping centers should be designed to locate a minimum of 30 percent of the total site frontage at the front setback line, with direct pedestrian access to the buildings form the sidewalk. Locating buildings near the front of the property, together with substantial landscaping, strengthens the overall streetscape, and helps screen off-street parking areas.

5. Multiple buildings in a single project should be designed to create a visual and functional relationship with one another. Whenever possible, multiple buildings should be clustered to achieve a "village" scale. This creates opportunities for plazas and pedestrian areas while preventing long rows of buildings. When clustering is impractical, a visual link should be established between buildings. This link can be accomplished through the use of an arcade system, trellis, colonnade, landscaping and trees, or enhanced paving.



6. The location of open space areas should be accessible from the majority of structures, and should be oriented to take advantage of sun or shade, and offer wind protection, as appropriate.

7. As a desirable objective, projects should seek to achieve a connection between the on-site pedestrian circulation system with the off-site public sidewalk at least once in each 200 linear feet of sidewalk adjacent to a project.

B. Parking Areas. Parking lots for large-scale commercial centers should be designed to be equally pedestrian and vehicular oriented, as follows:

1. Location and Designing of Parking. Parking should not be the dominant visual element of a site. Large, expansive paved areas between the building and the street are to be avoided in favor of smaller multiple lots separated by landscaping or buildings, or located to the sides and rear of buildings. The design of large-scale retail centers should provide a portion of the required parking at the sides and rear of the building to avoid the appearance of a large expanse of asphalt between the buildings and the street.

2. Landscaping. Parking areas should include substantial landscaping, including trees planted in an "orchard" layout. Extensive landscaping throughout parking areas and the project site is highly desirable because landscaping can soften the appearance of large structures, assist in energy conservation by shading cars and by reducing heat gain by buildings adjacent to large asphalt areas, and make walking around the site a more pleasant experience for pedestrians.

3. Pedestrian Routes. Safe and direct pedestrian routed should be provided through parking areas to primary entrances, and designed as noted under "Pedestrian Circulation."

4. Overflow and Employee Parking. Where appropriate because of site characteristics,

surrounding land uses, and project site planning, parking areas intended for employees and peak-season overflow may be allowed to have screening perimeter landscaping only, with no internal plantings, provided that these parking areas are located behind the main structures and not readily visible from streets or residential areas.

5. Shopping Carts (when appropriate to the tenant). Parking areas should include shopping cart corrals of sufficient quantity and frequency so that carts can be conveniently dropped off without obstructing vehicle, bicycle, or pedestrian movement, or being left in landscaped planters.

C. Pedestrian Circulation and Amenities. It is the nature of large retail uses that most customers arrive by car and make purchases that cannot be carried home by foot or bike. Nevertheless, the large parking lots in theses projects cause much of the customer's experience to be as a pedestrian, often walking long distances form car, to entrance and back, as well as between buildings. Safe accommodation for pedestrians is essential and should be an integral part of site design.

1. Sidewalks at least ten feet in width should be provided along all sides of the lot that abut a public street.

2. Sidewalks should be provided along the full length of the building along any façade with a customer entrance, and along any façade abutting a parking area. The sidewalks should be located at least six feet from the façade to provide area for landscaping to help soften the transition from hardscape to the building, except where the façade incorporates pedestrian-oriented features such as pedestrian entrances or ground floor windows. Sidewalks should be ten feet wide, exclusive of any area planned for outdoor display or storage. The sidewalks should have wells (with 5' by 5' iron tree grates) for canopy trees at 30-foot intervals along the sidewalk edge adjacent to parking areas or vehicle access ways, so that the combination of

building wall, sidewalk, and trees provide an enhanced pedestrian experience.

3. Pedestrian walkways within the site should be provided an all-weather protection feature such as an awning within 15 feet of either side of all customer entrances, which should also cover nearby short-term bicycle parking.

4. Pedestrian walkways within the site should be distinguished from driving surfaces through the use of special pavers, bricks, or colored/textured concrete to enhance pedestrian safety and the attractiveness of walkways. Pedestrian circulation in parking areas should be parallel to traffic flow toward building entrances, and separated from drive aisles within 50 feet of entrances. Sidewalk landings should be provided and extended between parking spaces where needed to connect pedestrians to walkways, and accented with landscaping.

5. Clearly demarcated and direct pedestrian routes should extend from peripheral public sidewalks and transit stops to the sidewalks that from commercial outlets. These routes should be distinguished from driving surfaces by using contrasting pavement materials.

D. **Building Design / Human Scale.** Building design should be site-specific, and incorporate design themes and features reflecting Patterson's character and history. Building details should relate to the scale of pedestrians as well as passing motorists.

E. **Entrances.** Where practical in the context of business operations, each side of a principal building facing a public street should feature at least one customer entrance. Where a principal building directly faces more than two abutting streets, this guideline should apply only to two sides of the building. The use of a corner entrance will satisfy the entrance requirements for only one side of the building.

Customer entrances should be clearly defined and highly visible, with features, such as canopies or

porticos, arcades, arches, wing walls, and integral planters.

F. **Exterior Wall Materials.** Predominant exterior materials should be of high quality. Examples of these materials include brick, wood, stone, tinted/textured stucco, and tile accents. Smooth or split-faced concrete masonry units, tilt-up concrete panels, or prefabricated steel panels should generally be avoided for expansive wall surfaces, but may be appropriate in limited areas as building accents.

1. Building walls should incorporate the same quality and level of detail of ornamentation on each elevation visible from a public right-of-way.

2. Building façade details and materials should incorporate elements found in the traditional architectural vernacular of Patterson, and integrated into building design, and should not be or appear as artificial "glued/tacked-on" features, such as trellises that do not support plant materials, encouraging the perception of low quality.

G. **Wall Design.** All building walls, especially those visible from public roadways or residential areas should be designed to break up the appearance of a box-like structure.

1. Façade Articulation. For walls more than 100 feet in length, include extensive façade articulation in the form of horizontal and vertical design elements to provide variations in wall plane and surface relief, including providing a variety of surface textures, recesses and projections along wall planes. Ideally, theses recesses or projections should accommodate secondary uses/liner shops, and/or reflect the different internal functions of the store. Primary building façades with prominent architectural elements such as arcades, colonnades, repeated awnings, or shade/weather protection are strongly encouraged. Such elements should be placed around, and extend from the front to the rear of the building. Alternative treatments may be approved by the Planning Director through design review.

2. Ground Floor Windows. Ground floor windows with bulkheads are highly encouraged. Theses should ideally provide pedestrians with views into the building, but even display windows can improve the pedestrian experience of the building at the street or sidewalk level.

3. Design Details. A variety of building and wall features should be used, in ways that avoid a cluttered appearance. These may include varying colors, reveals, an external wainscot or bulkhead at the building base to reduce apparent bulk, cornices and parapets details, and moldings. The feature should employ a variety of materials as appropriate for the architectural style.

Bulkheads should be constructed of a durable material other than stucco, such as tile, rock, or pre-cast concrete.

4. Corporate Identification. Colors logos identified with an individual company should be employed as building accent features, and not used as the main or dominant architectural feature of any wall.

5. Colors. Large areas of bright, intense colors should generally be avoided. While more subdued colors usually work best for large façade areas, brighter accent colors may be appropriate for trim, windows, doors, and other key architectural elements. Bold stripes of color are not an adequate substitute for architectural detailing. Color schemes should be complementary and not clash.

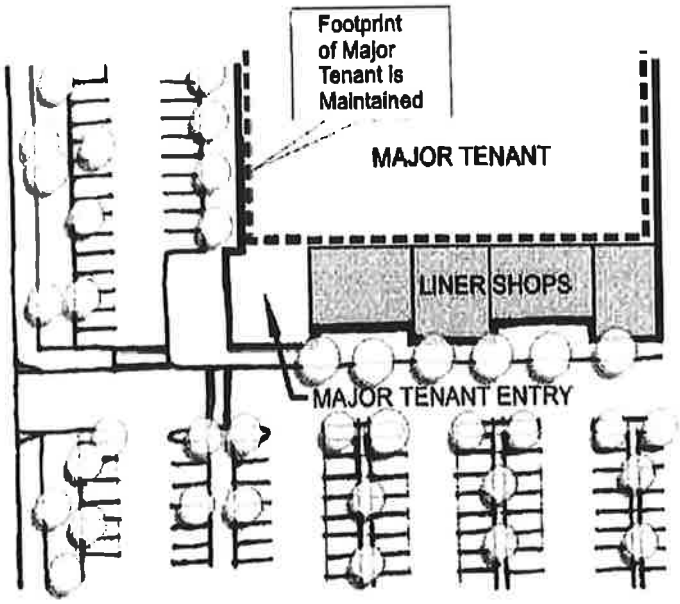
H. Vertical Wall Articulation. The height of building walls facing streets or on-site pedestrian areas should be carried so that the vertical mass is divided into distinct, human-scaled elements.

1. Except on a pedestrian-oriented public street where buildings are at the back of the sidewalk, structures over 20 feet in height (typical for structures of two stories or more) should step back in the building mass or visual design to provide visual variation.

2. The façade of the areas stepped-back above the actual or apparent first floor should include detailed building articulation with windows, eaves, and decorative details such as tiles, wood trim, etc. as appropriate. It is also important that the façade below the step-back have a substantial structural appearance, and not simply appear as an awning "tacked-on" to the building.

I. **Rooflines.** The roof lines should be carried to break up the mass of the building. Pitched roofs with roof overhangs proportional to the scale of the adjoining building wall are encouraged. Major roof-mounted equipment should not be visible from off the site. Cornices and decorative parapets should be utilized to conceal flat roofs and to screen any roof-mounted mechanical equipment.

J. **Secondary Uses/"Liner" Shops.** One approach to help break up the appearance of the large, primary building with more human-scale elements is to arrange secondary uses or departments such as pharmacies, photo finishing/department, snack bars, dry cleaning, offices, storage, etc., along the outside of the anchor building by projecting them outward or recessing them inward, while maintaining the overall floor plan and area of the major tenant. This includes providing the individual uses with separate entrances and windows facing the outside, eating areas with table, chairs, umbrellas, etc.



K. **Loading Areas.** Loading docks, trash collection areas, outdoor storage, and similar facilities should be incorporated into the overall design of the building and landscaped, so that the visual and acoustic impacts of these functions are fully contained, and out of view from adjacent properties and streets. Any screening materials should be of the same quality and appearance as those used on the building itself.

L. **Landscaping.** Landscaping that complements and is in scale with the building should be provided adjacent to structures. Landscaping should include evergreen trees, shrubs and ornamental landscaping (and berms where appropriate) with all landscape areas having a minimum width of six feet. Landscaping should be used to create a focal point near front building entrances. Sidewalks and other walkways should also be integrated with landscape areas around building base and in parking lot areas. Trees should be planted in notable clusters within larger planting areas, and not exclusively in lines along building façades.

M. **Signs.** The signs provided in conjunction with a large-scale retail project should comply with the following guidelines:

1. Proposed large-scale retail projects should include a comprehensive program that effectively integrates signage into the project design.

2. Signs designed for freeway exposure should be incorporated into the design of a project. Lettering/sign elements should be in scale with the form and mass of the building.

3. Along with typical auto-oriented wall and freestanding signage, permanent, pedestrian-oriented window, awning, projecting, and suspended signs should also be provided as substitutes for excessive wall signs.

4. Given the topography of the site and its relation to the adjacent canals and Interstate 5, it is expected that the signage identifying a regional shopping center should be designed for long distance visibility. Such sign design should be sufficient to

locate and promote the center from a reasonable distance and to provide safe transition for traffic exiting Interstate 5 to the center.

V. Infrastructure

Introduction / Background

In 2010 The City of Patterson adopted its current General Plan. A Water Supply Analysis for General Plan Update, Wastewater Master Plan, and Storm Drainage Study were developed as part of the General Plan to analyze the three different land uses identified in the General Plan. These Master Plans were used as the basis for the Project Specific Master Plans for Water, Sanitary Sewer and Storm Drainage as prepared by GDR Engineering, Inc. for the West Patterson Business Park Expansion Project. In addition to the Phasing sections listed below, please refer to Arambel Business Park and KDN Retail Center and Business Park Development Agreements.

Water Supply, Storage and Distribution

General

Based on the General Plan, implementation measure PS 15.h on page PS-18, the water system will be a "dual" water system: domestic and non-potable. A Water Supply Analysis for General Plan Update was prepared for the General Plan that provided exhibits showing the general layout of the potable and non-potable water mains. The general locations of the proposed water wells and storage reservoirs are shown on figures 9.1 and 9.2.

Design Parameters

The Water Supply Analysis for the General Plan Update used an average day factor for the potable water usage of 625 gallons per acre per day (GPAD) for commercial and retail development. The peak day demand was calculated using a peaking factor of 1.5 applied to the average day demand. The peak hour demand was calculated using a peaking factor of 3.68 applied to the average day demand.

The non-potable demand was calculated using a factor of 2.5 GPM per acre.

The reservoirs will be sized in conformance with the factors listed in the Water Supply Analysis for General Plan Update. These factors include an Operational Storage Factor of 0.3 and an Emergency Storage Factor of 0.5 that are applied to the Maximum Daily Demand. In addition, the reservoirs must store the demands required for fire suppression of 1,080,000 gallons.

The booster pumps at the reservoirs will be sized to supply the peak hour demand and fire flow demand. The development is located within Zone 2 of the City Domestic Water System. Due to the elevation differential in the area generally between the California Aqueduct and Interstate 5, an in-line booster pump station may be required to serve this area.

Water Demand and Storage

The maximum day potable water demand for KDN Retail Center / Business Park will require 0.12 MGD and the Arambel Business Park will require 0.78 MGD to meet this demand. The total demand is 0.90 MGD (625 GPM).

The irrigation demand for KDN Retail Center / Business Park will require 0.15 MGD and the Arambel Business Park will require 1.03 MGD to meet this demand. The total demand is 1.18 MGD (820 GPM).

The storage requirement for the annexation area is approximately 2,700,000 gallons. There is an existing reservoir on the site that has a storage capacity of 1,300,000 gallons. This would require the annexation area to construct reservoirs with an additional storage of 1,400,000 gallons.

System Design

Pipelines

The domestic water distribution system would consist of looped systems consisting of 16-inch and 12-inch lines that would provide domestic water and fire flow. A 16-inch transmission main will supply water to the proposed reservoir. The layout of the water lines is shown in Figures 9.1 and 9.2.

Water Supply

The domestic well water will be provided by the City of Patterson capable of delivering the maximum day demand (625 GPM) and pumping to reservoirs for the distribution system.

Reservoirs

The total storage required for peak day plus fire flow is 2.70 million gallons. There is an existing 1.3 million gallon tank on the KDN

Development site. An additional 1.4 million gallons will need to be provided in the Arambel Development. There are two potential reservoir sites shown in Figure 9.1 that will provide the storage required. The tank location will be finalized as development occurs. The existing tank and the proposed tank will be connected with a 16-inch transmission line.

Booster Pumps

The booster pump station would have two pumping systems, one to meet the domestic demand and one to meet the fire flow demand. The peak hour demand for the KDN Retail Center / Business Park was calculated to be 0.43 MGD (300 GPM) and the Arambel Business Park was calculated to be 2.87 MGD (2,000 GPM). The total potable water booster pump flow required is 2,300 GPM. The fire booster pumps would need to be able to pump 4,500 GPM.

An in-line booster pump will be required to service the area between the California Aqueduct and Interstate 5.

Non-Potable Water System

The irrigation water will be supplied by non-potable shallow irrigation wells located in the development area. It was assumed that there will be irrigation wells constructed at each of the detention basin sites. Existing wells could also be utilized for irrigation. The irrigation wells will be interconnected through a non-potable pipe distribution system. The layout of the non-potable water lines is shown in Figures 10.1 and 10.2.

Phasing

Developer shall drill and construct a non-potable well before occupancy of any building. Developer shall also install and dedicate a new one million four hundred thousand (1,400,000) gallon water tank or a pressure reducing zone valve and a potable well prior to occupancy of more than two million two hundred sixty-five thousand one hundred (2,265,120) square feet of the Project has been developed unless the City's Fire Chief requires earlier installation for fire suppression during construction. For further detail please refer to the Arambel Business Park and KDN Retail Center and Business Park Development Agreement.

Sanitary Sewer System

General

A Sanitary Sewer Master Plan was prepared by GDR Engineering, Inc. for the Arambel Business Park and KDN Retail Center that provided exhibits showing the general layout of the sewer lines and flow rates.

The Wastewater Master Plan prepared by Lee & Ro, Inc. for the 2010 General Plan, also provided sewage flow rates used for the analysis of the sewer lines shown for the Arambel Business Park/KDN Retail Center.

Design Parameters

The average sewage flow rate and the peak sewage flow rate from the project area was calculated based on the sewage flow rates listed in the Wastewater Master Plan prepared by Lee & Ro, Inc. The flow rate is 562 gallons per acre per day (GPAD) for Commercial/Industrial use. The average flow was increased by 3% for Infiltration and a peaking factor of three was applied to the flow rates as per the Sanitary Sewer Master Plan

System Design

General

The average flow rate was determined to be approximately 0.55 million gallons per day (MGD) and the peak flow rate was determined to be approximately 1.65 million gallons per day (MGD). The project sewage collection system will be designed to be conveyed to the City of Patterson Sewage Treatment Plant via existing sewer mains in Sperry Avenue. Preliminary calculations show that there is available capacity in the mains to serve the project. The flow in the mains will be field monitored to verify the calculations prior to design of the collection system. A pump station will be required to transfer the flow from the project site to the Sperry Avenue sewer main. The layout of the sewer lines are shown in Figures 11.1, 11.2 and 11.3. The majority of the Commercial / Retail development will connect to an existing line that is stubbed out to the project in Rogers Road.

Packaged Sewer Treatment Plant

The developer may decide to build a packaged sewer treatment plant within the project. The effluent from the plant will be in compliance

with California Title 22 requirements. The treated effluent will be disposed through irrigation of the landscaping within the project, groundwater recharge, and/or agricultural irrigation. The operation and maintenance of the plant will be performed by the developer.

Phasing

Developer shall have the option to construct a new on-site sewer treatment plant ("Option 1"), see Vesting Tentative Parcel map for location, or pay its fair share through participation in a New CFD to fund the expansion of the wastewater treatment plant ("Option 2"). If Developer elects Option 1, no development of more than seven million five hundred thousand (7,500,000) square feet shall occur until the new sewer treatment plant is operational. If Developer elects Option 2, the expansion of the wastewater treatment plant shall only be permitted if unallocated capacity remains available to support the Project. Under Option 2, no development of more than seven million five hundred thousand (7,500,000) square feet shall occur until the wastewater treatment plant expansion is complete. For further detail please refer to the Arambel Business Park and KDN Retail Center and Business Park Development Agreement.

Storm Drain System

General

Stoddard and Associates prepared a Master Storm Drainage Plan in February, 2001 for the City of Patterson Western Expansion area. Stoddard's report covered the area east of Rogers Road to Baldwin Road. The proposed storm drain system for the Arambel Business Park/KDN Retail Center uses a combination of detention basins and groundwater recharge basins similar to the system in the referenced Stoddard study. GDR Engineering prepared the Storm Drainage Master Plan for the Arambel Business Park and KDN Retail Center.

Both the General Plan EIR and the General Plan discuss and support groundwater recharge. Groundwater Recharge has been incorporated as part of the storm drain design.

Design Parameters

The detention basins were sized for a pump discharge 50 year, 24 hour event, 2.24 inches of rainfall per Patterson City Standards, Section 7. This allows the flexibility in case pumping is needed, but when final design is done, the basin sizes may change. The side slopes were

increased since the basins are not intended to be used as parks. The side slopes on the basins were increased to a 3:1 on the sides that are not adjacent to public walkways. The side slopes were set at 5:1 slopes on the sides that are adjacent to public walkways. The depth of the basins may be revised at the time of final design to enhance groundwater recharge.

System Design

Groundwater Recharge

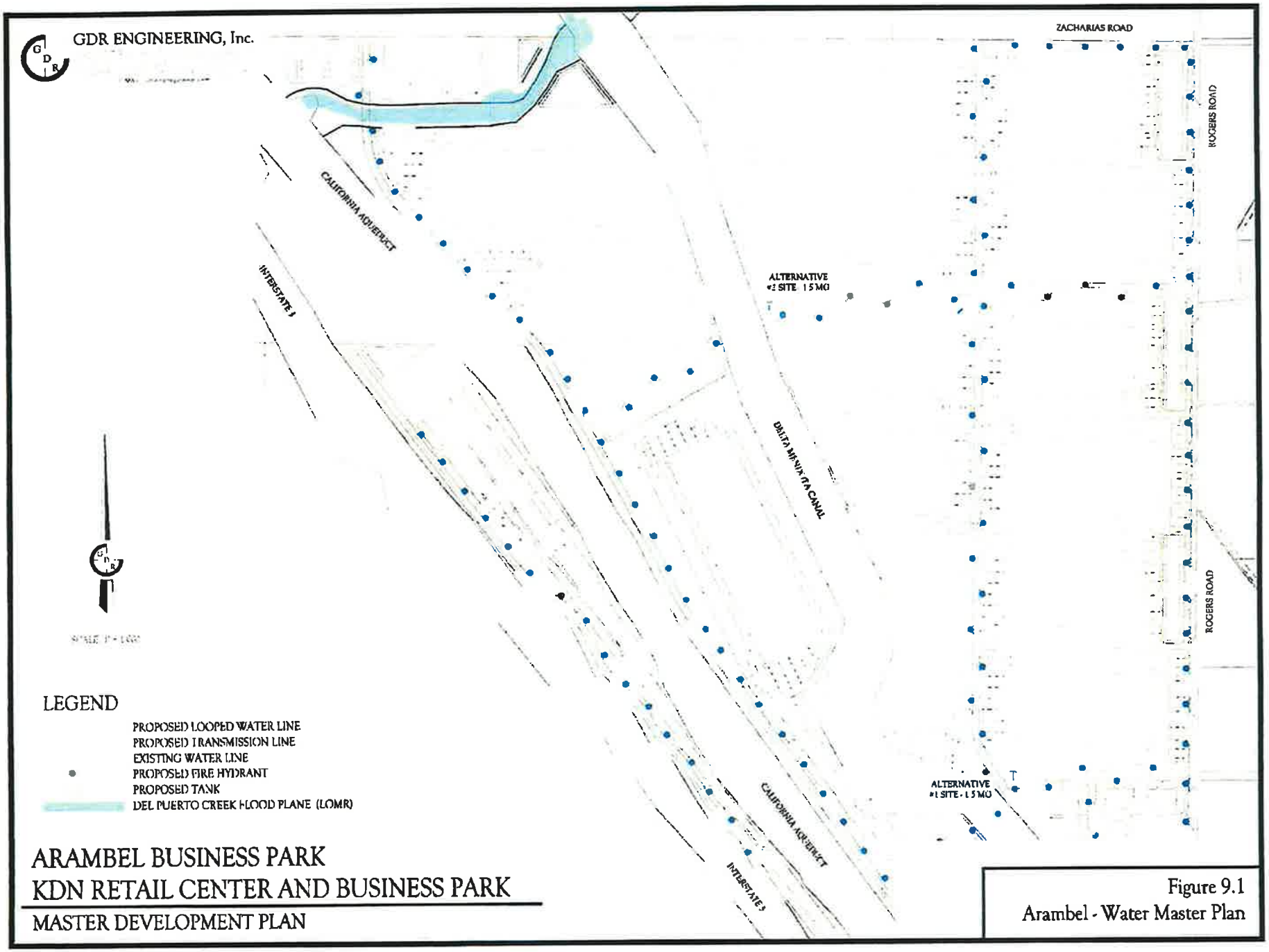
Krazan and Associates performed a drilling and soil analysis for 5 borings located in Arambel Business Park along Rogers Road in January, 2010. Boring B5 showed evidence of gravel starting at 4 feet below the surface and the boring had to be stopped 18 feet due to the gravel and cobble strata, see log of drill hole B5 on page 2 of the report which is included in the Storm Drainage Master Plan. Technicon Engineering Services also performed a drilling and soil analysis for borings in the project. The locations of the borings are shown on Figure 13. The borings were analyzed by Kenneth Schmidt, Groundwater Quality Consultant. A report was prepared by Kenneth Schmidt that identified the basins suitable for groundwater recharge. These basins are numbers 4, 5, 6, 7, and 9 and are provided in the Storm Drain Master Plan prepared by GDR Engineering, Inc.

Detention Basins and Groundwater Recharge Basins

Watersheds one and two as shown on Figure 13 will collect the storm water through pipelines and drain into detention basins. These basins will have control structures to release the storm water when there is capacity, to existing pipeline facilities in Keystone Pacific Parkway. Watershed three as shown on Figure 13 will detain water in basins, and using control structures, release storm water into a pipeline to basins four & five for groundwater recharge. Watershed eight as shown on Figure 13 will detain water in basins, and using control structures, release storm water into a pipeline to basin seven for groundwater recharge Watersheds six and nine will act as its own recharge basin.

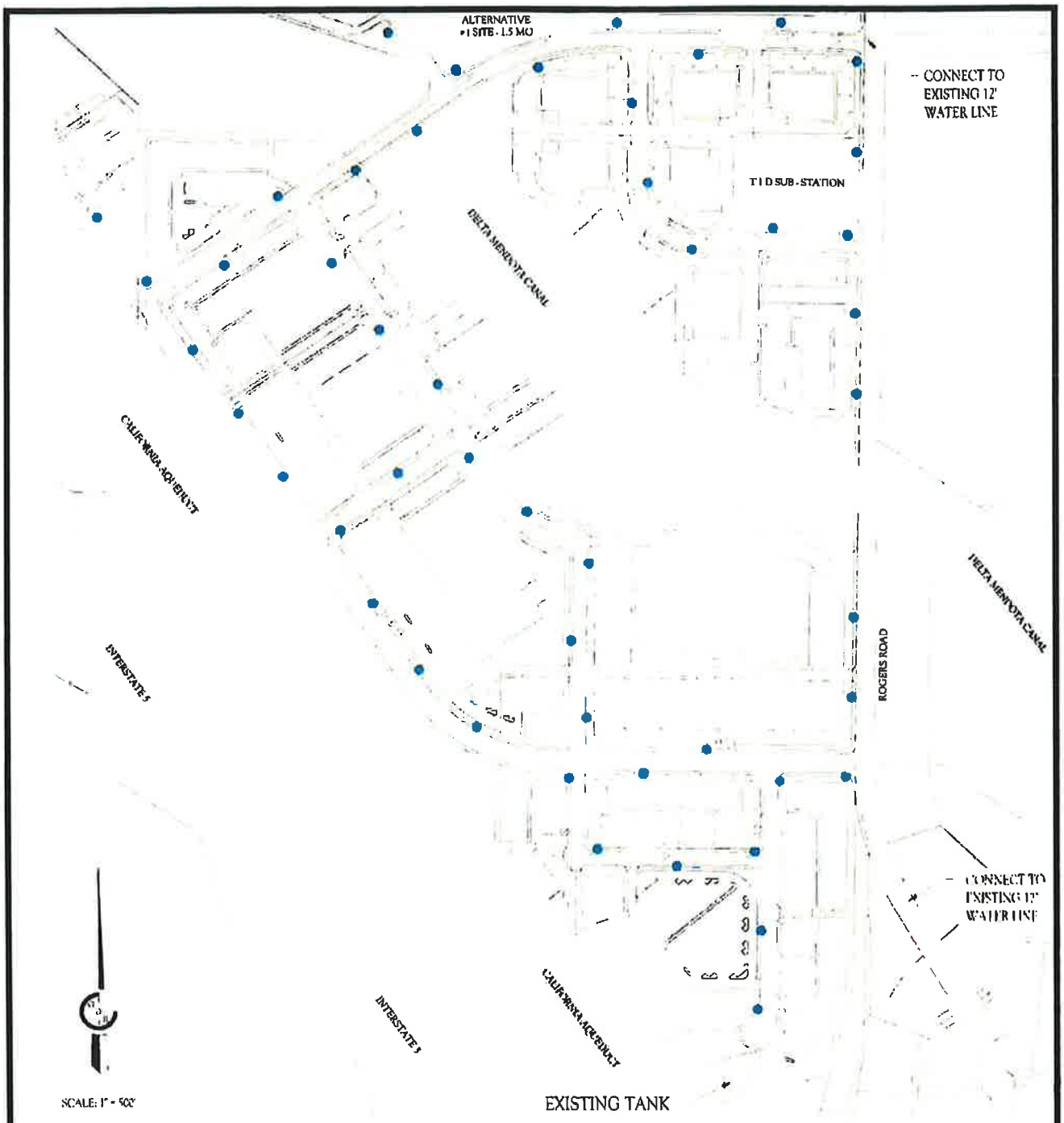
Pipelines

The pipeline sizes were designed using the Patterson City Engineering Standards, Section 7. The storm flow from each watershed will be piped to their corresponding basins. The basin system, where needed, will be piped such that the outflow can be regulated to each discharge point.



ARAMBEL BUSINESS PARK
KDN RETAIL CENTER AND BUSINESS PARK
MASTER DEVELOPMENT PLAN

Figure 9.1
Arambel - Water Master Plan



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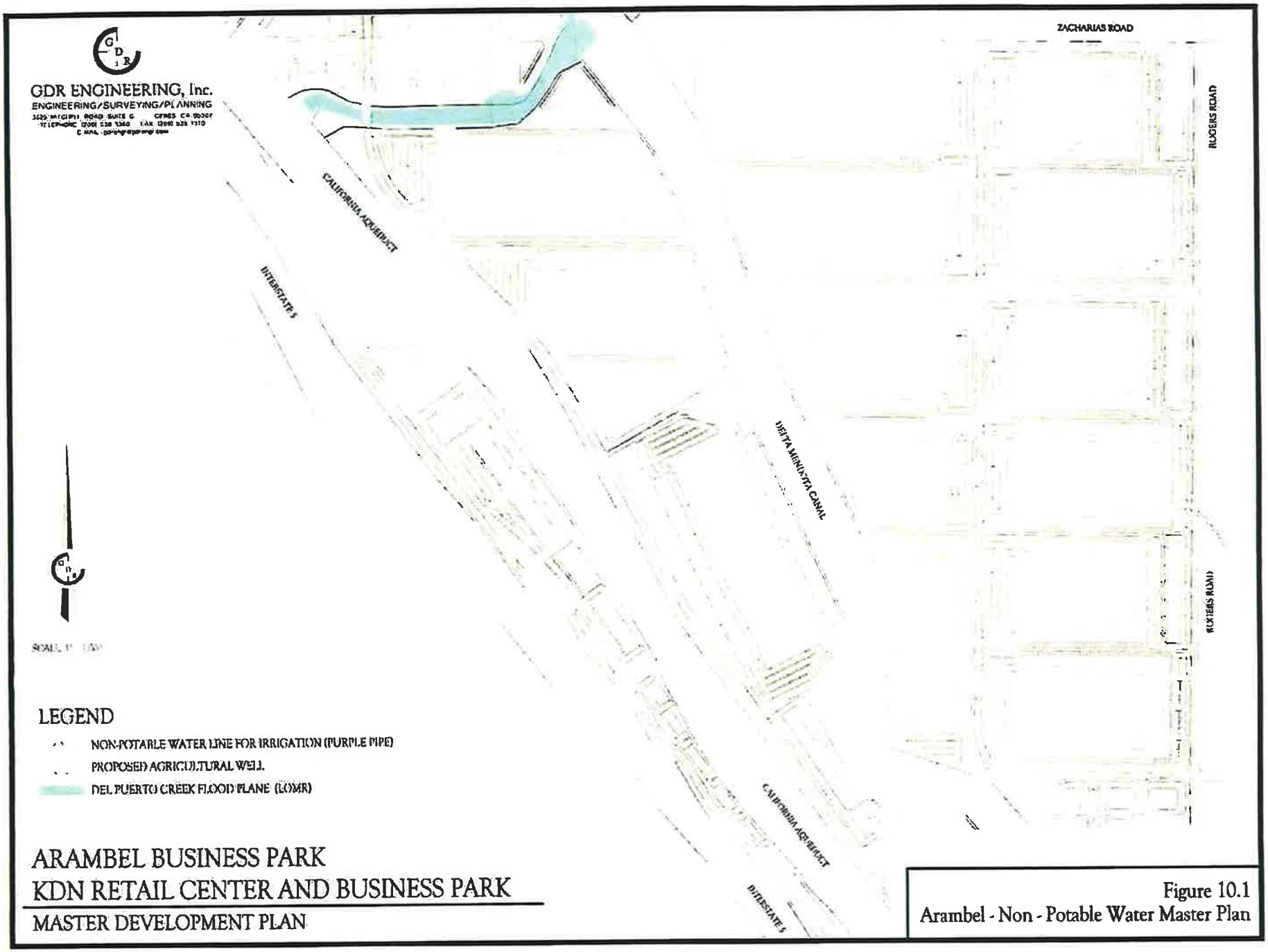
3526 MITCHELL ROAD SUITE G CERES CA 95307
TELEPHONE (209) 538 3260 FAX (209) 538 7370

LEGEND

PROPOSED LOOPED WATER LINE
PROPOSED TRANSMISSION LINE
EXISTING WATER LINE
PROPOSED FIRE HYDRANT
PROPOSED TANK

Figure 9.2
KDN - Water Master Plan



ARAMBEL BUSINESS PARK
KDN RETAIL CENTER AND BUSINESS PARK
MASTER DEVELOPMENT PLAN

Figure 10.1
Arambel - Non - Potable Water Master Plan

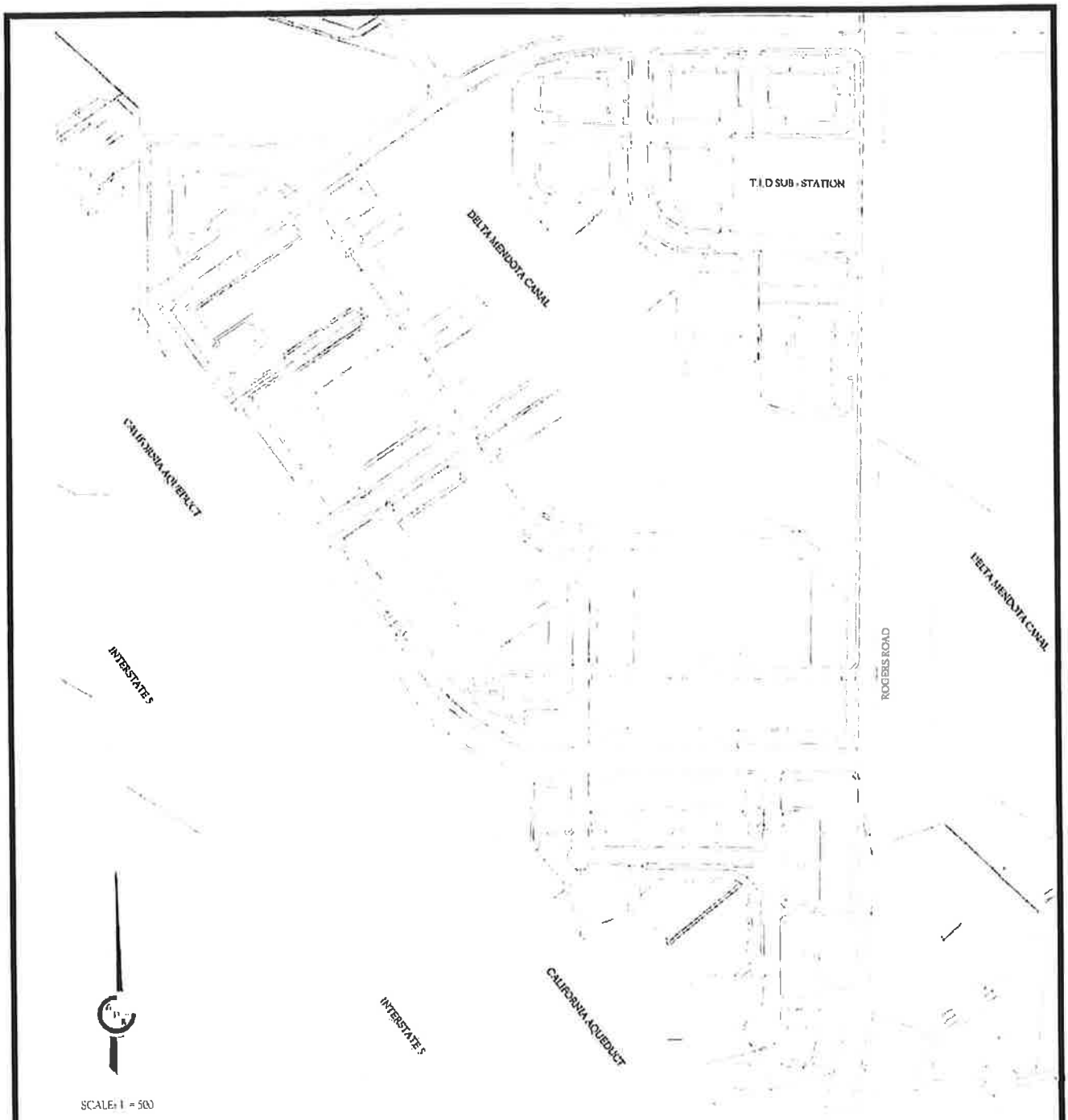


Figure 10.2
KDN - Non - Potable Water Master Plan

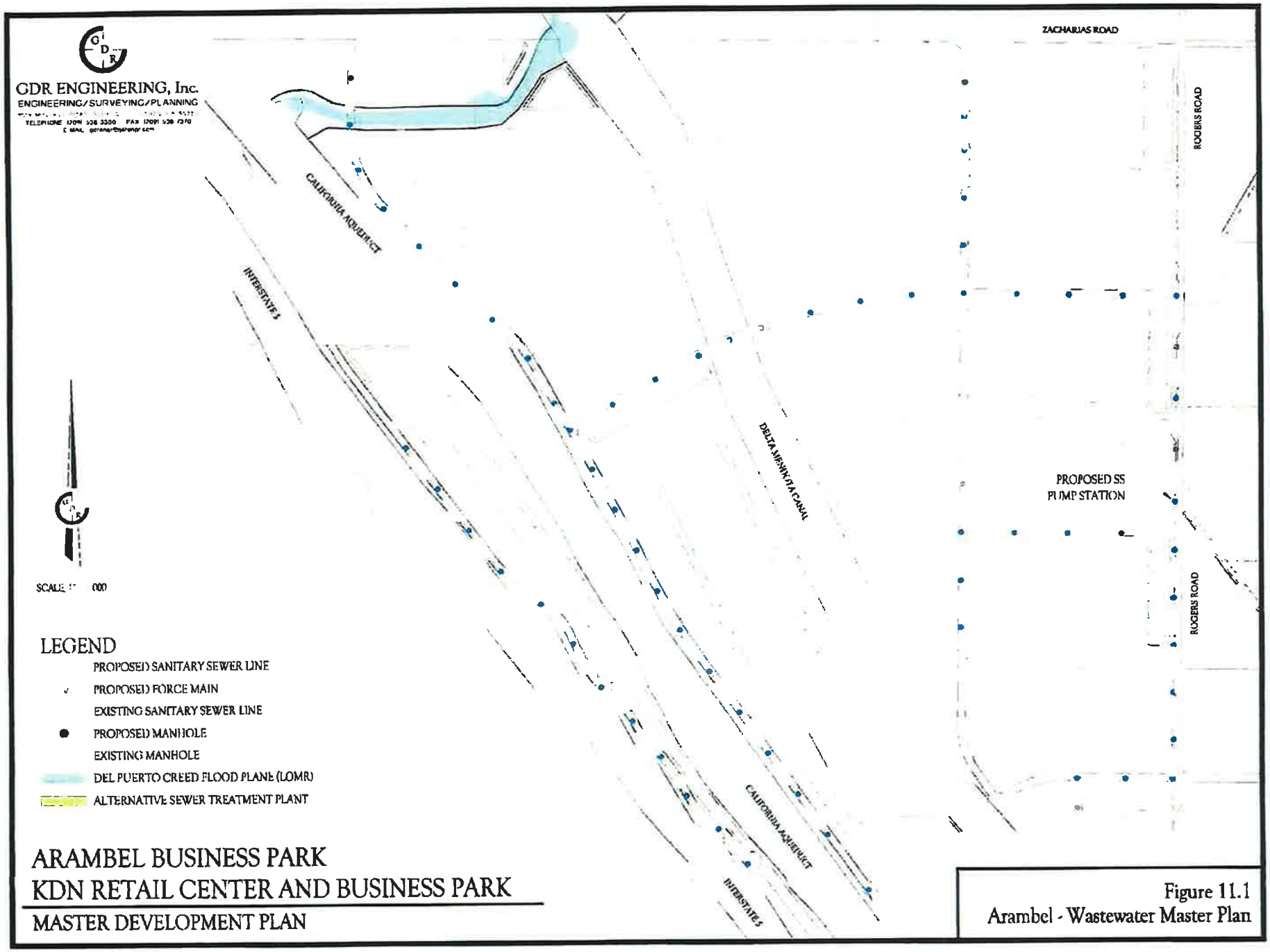
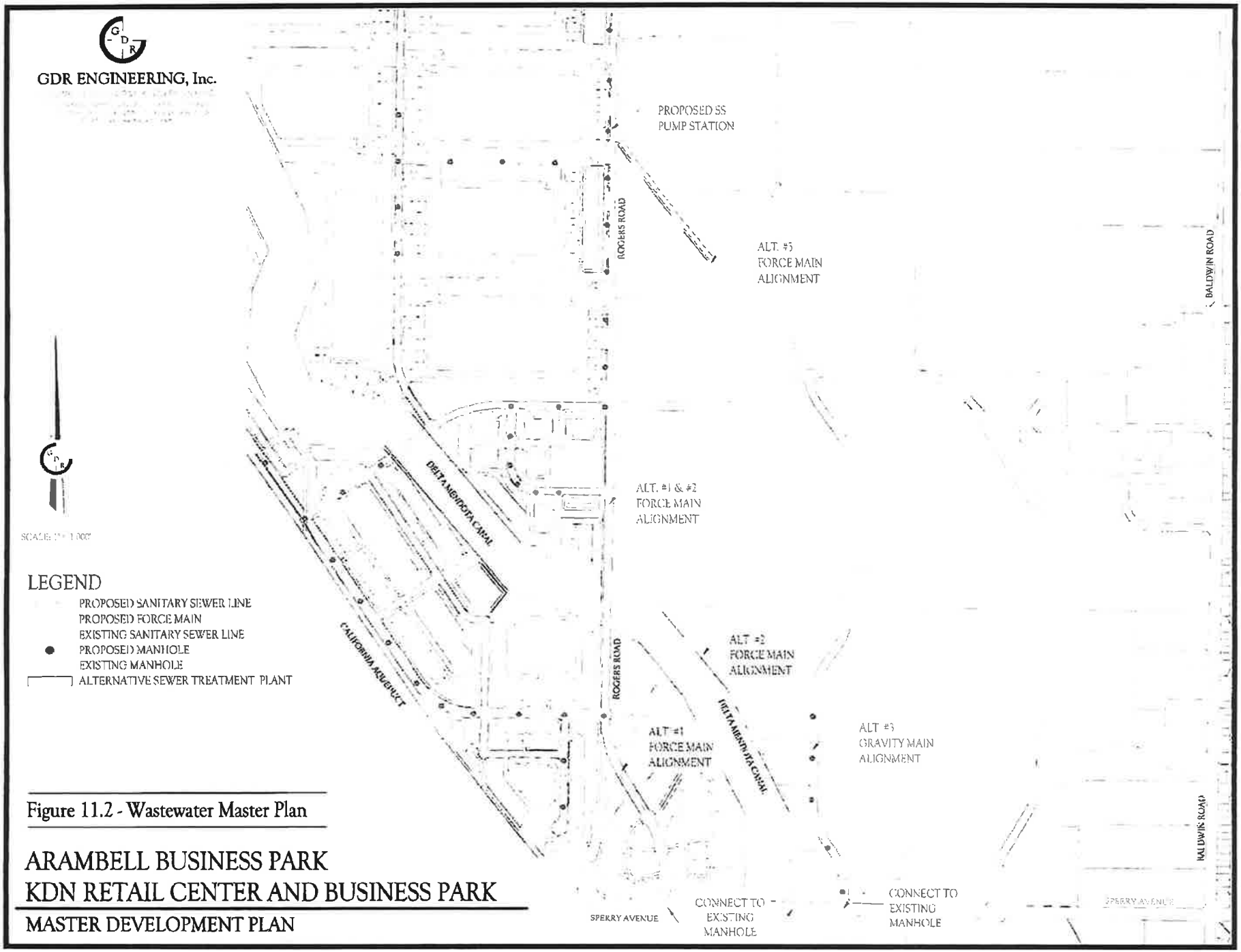


Figure 11.1
Arambel - Wastewater Master Plan

GDR ENGINEERING, Inc.



SCALE: 1" = 1,000'

LEGEND

- PROPOSED SANITARY SEWER LINE
- PROPOSED FORCE MAIN
- EXISTING SANITARY SEWER LINE
- PROPOSED MANHOLE
- EXISTING MANHOLE
- ALTERNATIVE SEWER TREATMENT PLANT

Figure 11.2 - Wastewater Master Plan

ARAMBELL BUSINESS PARK
KDN RETAIL CENTER AND BUSINESS PARK
MASTER DEVELOPMENT PLAN

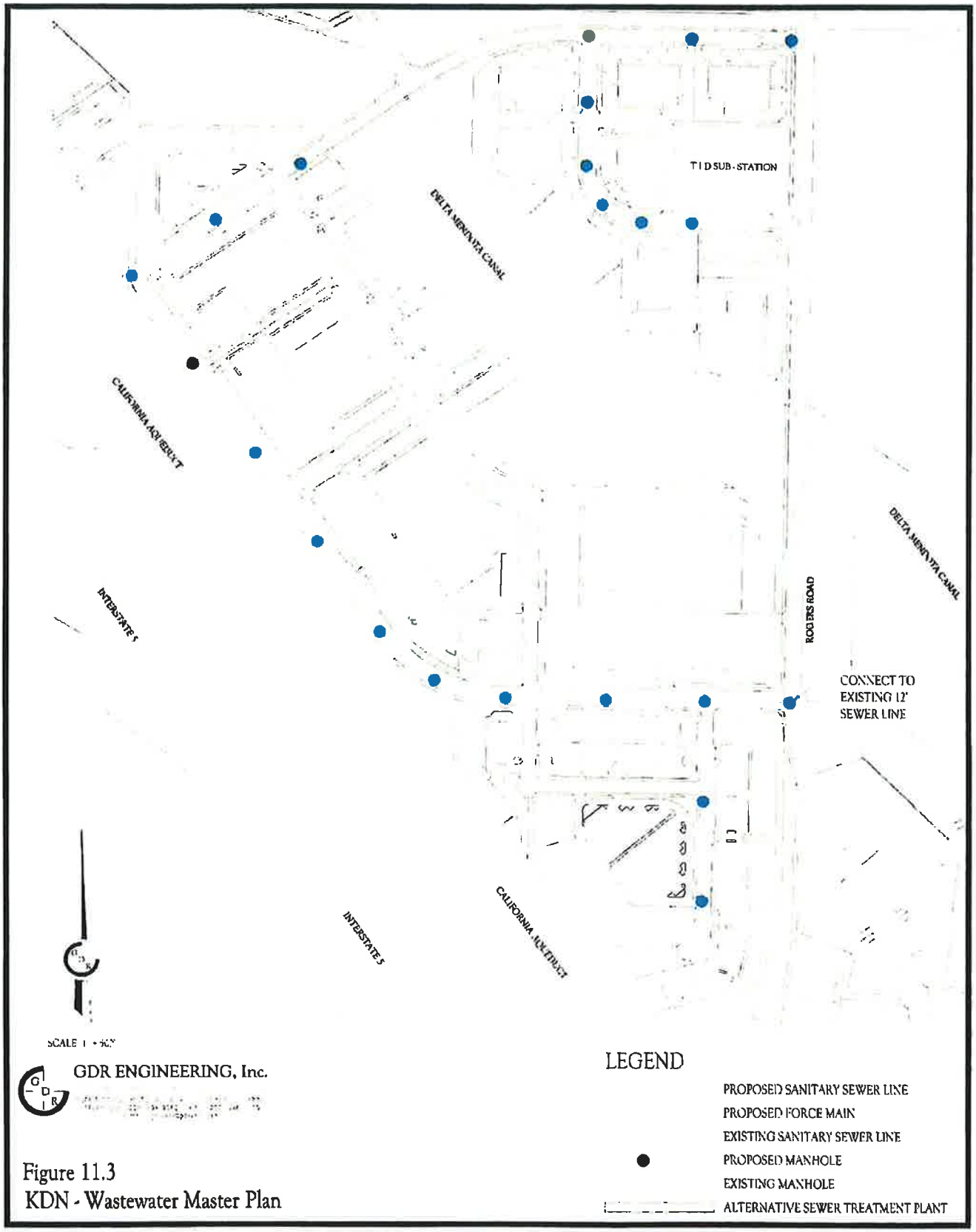
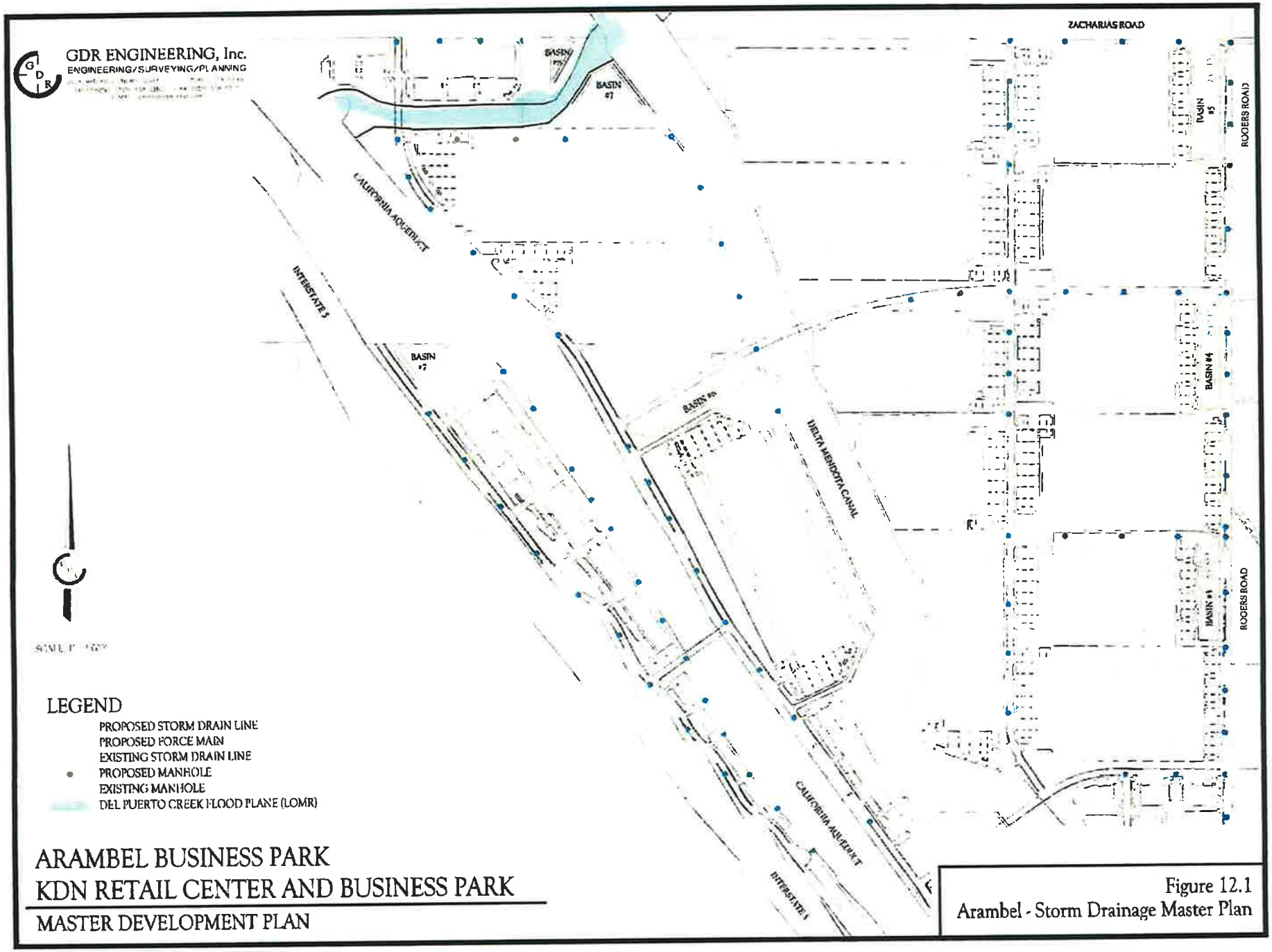


Figure 11.3
KDN - Wastewater Master Plan



ARAMBEL BUSINESS PARK
KDN RETAIL CENTER AND BUSINESS PARK
MASTER DEVELOPMENT PLAN

Figure 12.1
Arambel - Storm Drainage Master Plan

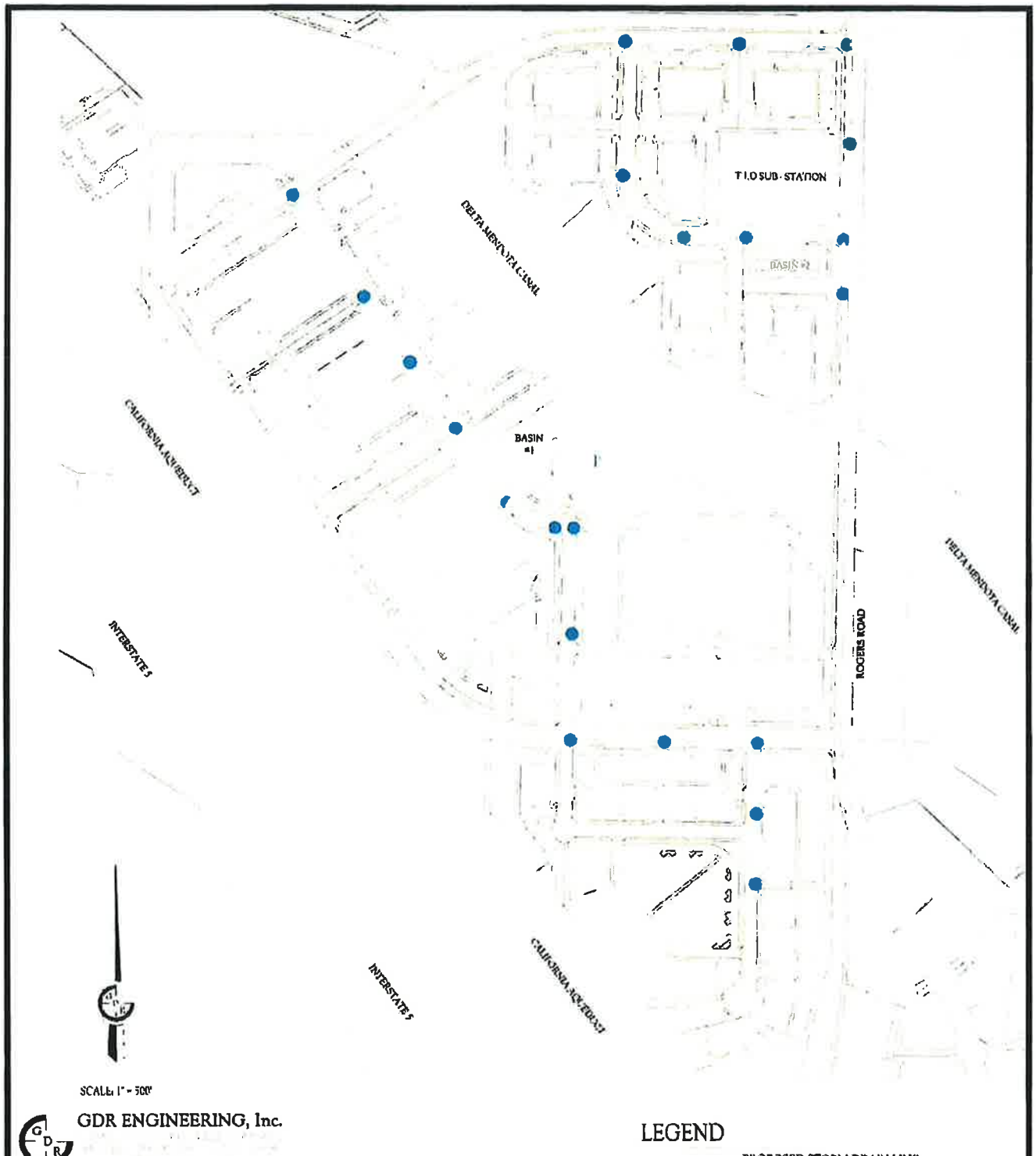
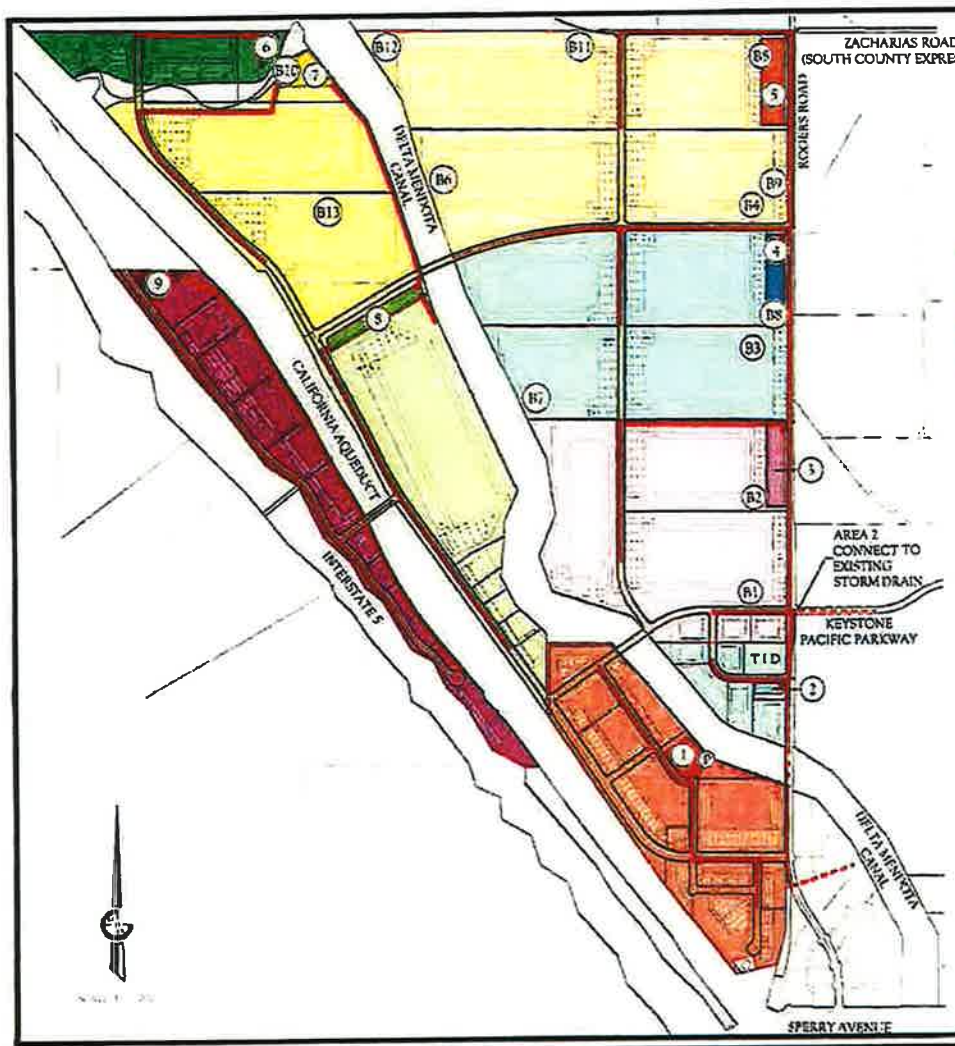


Figure 12.2
KDN - Storm Drainage Master Plan



GDR ENGINEERING, Inc.

WEST PATTERSON BUSINESS PARK EXPANSION PROJECT - STORM DRAIN BASIN DESIGN

COLOR DESIGNATION	SHED AREA	BASIN	ACREAGE	AREA @ TOP	AREA @ H.W.L.	AREA @ BOTTOM	SIDESLOPE	FREEBOARD	WATER DEPTH	BASIN DEPTH	VOLUME REQUIRED	VOLUME CALC'D
	1	1	124.3	127,639 S.F. (2.9 AC)	113,688 S.F.	80,126 S.F.	3:1, 3:1	2'	7'	9'	13.8 AC. FT.	14.3 AC. FT.
	2	2	7.3	34,238 S.F. (0.8 AC)	29,997 S.F.	21,971 S.F.	3:1, 3:1	2'	7'	9'	2.9 AC. FT.	3.0 AC. FT.
	3	3	13.1	180,693 S.F. (4.1 AC)	161,357 S.F.	142,234 S.F.	3:1, 3:1	2'	7'	9'	20.3 AC. FT.	21.1 AC. FT.
	4	4	17.0	179,287 S.F. (4.1 AC)	172,077 S.F.	112,778 S.F.	3:1, 3:1	2'	7'	9'	20.1 AC. FT.	21.0 AC. FT.
	5	5	20.3	244,849 S.F. (5.6 AC)	220,209 S.F.	132,131 S.F.	3:1, 3:1	2'	7'	9'	25.3 AC. FT.	26.2 AC. FT.
	6	6	3.6	49,583 S.F. (1.1 AC)	43,745 S.F.	28,998 S.F.	3:1	2'	7'	9'	5.0 AC. FT.	5.3 AC. FT.
	7	7	12.3	146,963 S.F. (3.4 AC)	134,755 S.F.	109,366 S.F.	3:1	2'	7'	9'	15.0 AC. FT.	15.6 AC. FT.
	8	8	9.5	140,709 S.F. (3.2 AC)	128,471 S.F.	61,175 S.F.	3:1, 3:1	2'	7'	9'	14.3 AC. FT.	15.2 AC. FT.
	9	9	7.3	94,287 S.F. (2.2 AC)	84,957 S.F.	54,329 S.F.	3:1	2'	7'	9'	10.9 AC. FT.	11.2 AC. FT.

BASIN DESIGN CRITERIA

CITY OF PATTERSON STANDARDS - SECTION 7 (DATED FEB., 2008)
- GRAVITY DISCHARGE: 10 YEAR, 24 HOUR EVENT
- 1.73 INCHES OF RAINFALL
- PUMP DISCHARGE: 50 YEAR, 24 HOUR EVENT
- 2.24 INCHES OF RAINFALL
- MAXIMUM HIGH WATER LEVEL: 1' BELOW LOWEST DI I C
- MAXIMUM SIDESLOPE: 3:1 AT LANDSCAPING & 5:1 AT ROAD SIDE
- RUNOFF COEFFICIENT: 0.80 (INDUSTRIAL) BASINS 2-7 & 9
- RUNOFF COEFFICIENT: 0.80 (COMMERCIAL) BASINS 1 & 8
- FORMULA: CAR / 12

LEGEND

- EXISTING 18 IN STORM DRAIN PIPE
- PROPOSED STORM DRAIN PIPE
- STORM DRAIN FORCEMAIN
- EXISTING CONTOURS
- (1)–(9) PROPOSED BASIN
- (B1)–(B5) APPROXIMATE BORING LOCATION PER KRAZAN REPORT DATED 02/19/2010
- (B6)–(B13) APPROXIMATE BORING LOCATION PER TECHNICON REPORT DATED 01/24/2012
- (P) PUMP FOR STORM DRAIN FORCEMAIN

REGISTERED PROFESSIONAL ENGINEER
RICHARD L. RINGLER
No. 37099
EXP. 6/30/12
CIVIL
STATE OF CALIFORNIA

DATE SIGNED:

ARAMBELL BUSINESS PARK / KDN RETAIL CENTER AND BUSINESS PARK
MASTER DEVELOPMENT PLAN

Figure 13
Storm Drainage Master Plan - Shed Areas

EXHIBIT D
Mitigation Monitoring and Report Program

Jeffery E Arambel 10/3/12

Table ES-1: Executive Summary Matrix

Impacts	Mitigation Measures	Level of Significance After Mitigation
Section 3.1 - Aesthetics, Light, and Glare		
Impact AES-1: The proposed project would not have a substantial adverse effect on a scenic vista.	No mitigation is necessary.	Less than significant impact.
Impact AES-2: The proposed project would not substantially damage scenic resources within a state scenic highway.	No mitigation is necessary.	Less than significant impact.
Impact AES-3: The proposed project would not substantially degrade the existing visual character or quality of the site and its surroundings.	No mitigation is necessary.	Less than significant impact.
Impact AES-4: The proposed project would not introduce new sources of substantial light or glare that would adversely affect day or nighttime views in the area.	No mitigation is necessary.	Less than significant impact.
Section 3.2 – Agricultural Resources		
Impact AG-1: The development of the proposed project will result in the conversion of Prime Farmland to non-agricultural use.	**MM AG-1:** Prior to issuance of the grading permit, the project applicant shall preserve Important Farmland acreage, as mapped by the California Department of Conservation Farmland Mapping and Monitoring Program, within Stanislaus County (but outside the Patterson Planning Area) at a ratio of no less than 1:1 for each acre of Important Farmland converted to non-agricultural use by the proposed project. Preserved acreage shall be of equal or higher quality to farmland converted to non-agricultural use. The preservation shall be accomplished through one of the following approaches: • The applicant shall enter into a binding agreement with one or more private property owners or third-party organizations acceptable to the City of Patterson (e.g., Stanislaus County Farm Bureau or the American Farmland Trust) to permanently preserve farmland. The agreement shall identify an irrevocable instrument that will be recorded against the preserved acreage property. This option shall be pursued if the City of Patterson does not have a farmland preservation program in place at the time permits are sought.	Significant unavoidable impact.

Table ES-1 (cont.): Executive Summary Matrix

Impacts	Mitigation Measures	Level of Significance After Mitigation
	• If the City of Patterson establishes a farmland preservation program before the project applies for construction permits for any phase of development, the City may require the applicant to pay fees to the City of Patterson equivalent to the cost of preserving Important Farmland. The City shall use the fees to fund an irrevocable instrument (e.g., deed restriction or preservation easements) to permanently preserve farmland.	
Impact AG-2: The proposed project would not conflict with agricultural zoning, but it may conflict with the provisions of an active Williamson Act contract.	**MM AG-2:** In the event that the Williamson Act contracts that encumber Assessor's Parcel Nos. 021-025-020 or 021-025-026 have not expired at the time of recordation of the first final map, the project applicant shall pay the Williamson Act contract cancellation fee as determined by the Stanislaus County Assessor's Office. This mitigation measure does not apply if both Williamson Act contracts have expired prior to recordation of the final map.	Less than significant impact.
Impact AG-3: The proposed project may create other changes in the existing environment which, due to their location or nature, could result in conversion of farmland to non-agricultural use.	**MM AG-3:** Prior to recordation of the final maps that adjoin lands in unincorporated Stanislaus County, the project applicant shall prepare and submit plans to the City of Patterson demonstrating that 150-foot minimum setbacks have been established between the proposed project and all agricultural lands in unincorporated Stanislaus County zoned General Agriculture (A-2). Pursuant to the County's policy, permitted uses within the setback may include public roadways, utilities, drainage facilities, rivers and adjacent riparian areas, landscaping, parking lots, and similar low-people-intensive uses. Permitted uses may also include non-agricultural uses adjoining or surrounding a project site (including but not limited to legal, non-conforming uses and home sites) that are of a permanent nature and are not likely to be returned to agriculture. Landscaping within a buffer setback area shall be designed to exclude turf areas that could induce activities and add to overall maintenance costs and water usage.	Less than significant impact.
Section 3.3 - Air Quality and Greenhouse Gas Emissions		
Impact AIR-1: The proposed project may conflict with or obstruct implementation of the applicable air quality plan.	Implement Mitigation Measures AIR-3a, AIR-3b, PSU-6a, PSU-6b, and TRANS-6.	Significant unavoidable impact.

Table ES-1 (cont.): Executive Summary Matrix

Impacts	Mitigation Measures	Level of Significance After Mitigation
Impact AIR-2: The project would not violate an air quality standard or contribute substantially to an existing or projected air quality violation.	No mitigation is necessary.	Less than significant impact.
Impact AIR-3: The project would result in a cumulatively considerable net increase of criteria pollutants for which the project region is non-attainment under an applicable federal or state ambient air quality standard (including releasing emissions, which exceed quantitative thresholds for ozone precursors).	**MM AIR-3a:** Prior to issuance of building permits for each use, the project applicant shall demonstrate compliance with all applicable requirements of San Joaquin Valley Air Pollution Control District, Rule 9510 via the submittal of a Rule 9510 Implementation Plan to the City of Patterson for review and approval. The implementation plan shall achieve a 33-percent reduction in NO_x and a 45-percent reduction in PM_{10} over the first 10 years of operations through the use of onsite emissions reduction measures or through the payment of offsite mitigation fees to the SJVAPCD for purchase of emission reductions. The requirements of the approved implementation plan shall be incorporated into the proposed project. **MM AIR-3b:** Prior to issuance of building permits for any use that would receive 10 or more truck deliveries per week, the project applicant shall demonstrate that the following anti-idling measures would be implemented: • Provide available electricity hookups for trucks in the loading dock areas. • Signs shall be posted in dock areas advising drivers of the maximum allowable idling time in accordance with California Air Resources Board regulations. • Telephone numbers of the building facilities manager and the California Air Resources Board shall be posted on signs at truck entrances to report idling violations.	Significant unavoidable impact.
Impact AIR-4: The project would not expose sensitive receptors to substantial air pollutant concentrations.	No mitigation is necessary.	Less than significant impact.
Impact AIR-5: The proposed project would not create objectionable odors affecting a substantial number of people.	**MM AIR-5:** Prior to commencement of onsite wastewater treatment plant operations, the project applicant shall prepare and submit a plan outlining Odor Control Best Management Practices to the City of Patterson and the San Joaquin Valley Air Pollution Control District for review and approval. The plan shall identify measures and practices that would prevent or minimize the release of objectionable odors from plant operations. The approved plan shall be incorporated into the proposed project.	Less than significant impact.

Table ES-1 (cont.): Executive Summary Matrix

Impacts	Mitigation Measures	Level of Significance After Mitigation
Impact AIR-6: The proposed project would not emit significant amounts of greenhouse gases or conflict with an applicable plan, policy, or regulation concerning greenhouse gas reduction.	Implement Mitigation Measures AIR-3b, PSU-3, and TRANS-6, and: **MM AIR-6a:** Prior to issuance of building permits for each project use, the project applicant shall prepare and submit plans to the City of Patterson for review and approval demonstrating that Energy Star-rated roof materials or equivalent would be installed on all roofed facilities. Energy Star-rated roof specifications include: • Built-up-roofs • Metal roofing products • Roof tiles • Spray polyurethane foam roof systems • Asphalt shingles • Single-ply membranes • Roof coating products, and • Modified bitumen. **MM AIR-6b:** Prior to issuance of building permits for each project use, the applicant shall prepare and submit documentation to the City of Patterson for review and approval demonstrating that energy efficiency measures have been incorporated to result in an increased efficiency above Title 24 requirements. The applicant shall maintain a record of efficiency calculations for each proposed building, and demonstrate to the City of Patterson that each phase of the project shall achieve a minimum 5 percent increase of efficiency over the latest adopted edition of the Title 24 standards.	Less than significant impact.
Impact AIR-7: The project may be affected by climate change through a reduction in the quality and supply of water available within the State or increased flooding.	Implement Mitigation Measure PSU-3.	Less than significant impact.
Section 3.4 - Biological Resources		
Impact BIO-1: The proposed project may have a substantial adverse effect, either directly or through habitat modifications, on any species identified as a candidate, sensitive, or special-status species in local or regional plans, policies, or regulations, or by the California Department of Fish and Game or the United States Fish and Wildlife Service.	**MM BIO-1a:** No more than 14 days prior to ground-disturbing activities that occur within the nesting season (typically from mid-February to mid-September), a qualified biologist shall perform a pre-construction survey for burrowing owl, loggerhead shrike, or nesting migratory birds active within the project site and within a 200-foot buffer of the project site to determine the presence or absence of these species. If these species are determined to be present, the applicant shall follow the guidelines outlined	Less than significant impact.

Table ES-1 (cont.): Executive Summary Matrix

Impacts	Mitigation Measures	Level of Significance After Mitigation
	by the California Department of Fish and Game and/or the U.S. Fish and Wildlife Service: • If burrowing owls are found onsite during the nesting season (February 1 to August 31), they shall be avoided by a 250-foot work-free buffer until it has been determined by a qualified biologist that the young have fledged and are independent of their parents. The 250-foot week-free buffer will be clearly defined (e.g., with orange construction fencing), and a biological monitor will visit the site randomly throughout the breeding season to ensure the area remains work-free and the owls are not negatively affected by construction activities. • If loggerhead shrike or any other migratory birds are found nesting onsite, a 50-foot work-free buffer area will be established and monitored by a qualified biologist until young have fledged and are independent of their parents. Again, nests and work-free buffers would be monitored. • If burrowing owls occur on the project area during the wintering season (September 1 to January 31), and construction is slated to begin during this time and active burrows cannot be avoided, an eviction of owls can be conducted to ensure owls move off the site prior to commencement of construction. The eviction process includes the installation of one-way doors that remain in all burrows of suitable size for at least 3 days, monitored by a qualified biologist, and then hand-excavating burrows to ensure no owl remains in the burrow. Once the site is clear of owls, the burrows can be backfilled, after which ground-disturbing construction activity can commence. • In the unlikely event burrowing owls are found onsite, mitigation lands must be purchased to offset the loss of their habitat. The standard mitigation lands required to loss of habitat is 6.5 acres for every pair of owls found onsite. **MM BIO-1b:** No more than 14 days prior to ground-disturbing activities during the breeding season (February 1 to August 31), a qualified biologist shall perform pre-construction surveys for the Swainson's hawk in accordance with the Recommended Timing and Methodology for Swainson's Hawk Nesting Surveys in California's Central Valley. In accordance with the guidelines, surveys shall occur within a 0.5-mile radius	

Table ES-1 (cont.): Executive Summary Matrix

Impacts	Mitigation Measures	Level of Significance After Mitigation
	of the site, and shall involve a minimum of two survey periods. In the event that one or more Swainson's hawks are observed to be nesting, a work-free buffer area shall be established and monitored by a qualified biologist. The biologist shall have the discretion to determine the appropriate buffer, which may involve consultation with the California Department of Fish and Game, as appropriate. The biologist shall determine when the nest has been vacated, at which point, the work-free buffer area can be removed. **MM BIO-1c:** Prior to issuance of grading permits, the applicant shall provide documentation to the City of Patterson demonstrating that Swainson's hawk foraging habitat mitigation has been obtained at a ratio of 0.50 acre for each 1.00 acre of suitable foraging habitat developed. "Suitable foraging habitat" consists of row crops or fallow fields that would be affected by construction activities. Land planted as orchards shall not be treated as suitable foraging habitat pursuant to the guidance in the Mitigation Guidelines for Swainson's Hawk. The applicant shall mitigate for the loss of Swainson's hawk foraging habitat through (1) payment of $600 per acre for offsite preservation of foraging habitat to a resource agency or a third-party organization acceptable to a resource agency or (2) acquisition of an irrevocable instrument (e.g., deed restriction or easement) for preservation of foraging habitat on a property that provides habitat of equal or greater quality. This mitigation measure may be coordinated with Mitigation Measure AG-1. **MM BIO-1d:** The project applicant shall adhere to the following requirements to avoid or minimize adverse impacts on the San Joaquin kit fox: • No more than 14 days prior to the first ground-disturbing activity, a qualified biologist shall thoroughly walk the project site, as well as a 200-foot buffer around the perimeter of the project site, to locate potential San Joaquin kit fox dens. If no dens are located, no further surveys efforts are required. If dens are located during this survey effort, the status of the dens shall be assessed and the USFWS and CDFG shall be consulted. • All vehicles operating within the construction area shall observe a maximum 20-mph speed limit.	

Table ES-1 (cont.): Executive Summary Matrix

Impacts	Mitigation Measures	Level of Significance After Mitigation
	• All ground-disturbing construction activities shall occur during daylight hours. • All excavated, steep-walled holes or trenches more than 2 feet deep shall be covered at the close of each work day or shall have escape ramps constructed of earth fill or wooden planks installed. Before such holes or trenches are filled, they shall be thoroughly inspected for trapped animals. If an animal is found within these structures, the animal shall be allowed to leave on its own without harm or harassment. • All construction piles, culverts, or similar structures with a diameter of 4 inches or greater that are stored at the construction site shall be thoroughly inspected for animals prior to burial, capping, or moving. If a kit fox is found within any of these structures, the structure shall remain untouched until the kit fox has vacated the structure; if necessary, the USFWS and CDFG shall be consulted. • All food-related trash shall be disposed of in closed containers and removed from the construction site at a minimum of once per week. • Prior to the first ground-disturbing activity, a qualified biologist shall conduct an employee education program for construction personnel. The education program shall include a physical description of the kit fox, methods of impact avoidance, and points of contact should an impact occur or potentially occur. A fact sheet covering all of this information shall be provided to each employee. • The applicant shall establish a point of contact for construction personnel in the event that a kit fox is accidentally injured or killed. • Prior to ground-disturbing activities, the City shall retain a qualified biologist to conduct periodic inspections of the project site during construction to ensure compliance with the above measures. • The CDFG shall be notified immediately and the Sacramento Fish and Wildlife office shall be notified within 3 days if a kit fox is injured or killed. **MM BIO-1e:** Prior to removal of any trees (including orchard and ornamental) or structures (barns) on the project site, the project applicant shall retain a qualified biologist to conduct presence/absence surveys for bat species. Bats shall not be disturbed during the breeding season	

Table ES-1 (cont.): Executive Summary Matrix

Impacts	Mitigation Measures	Level of Significance After Mitigation
	(typically between May and August), or when using a winter hibernaculum (typically between November and February). If bats are found to be present in trees onsite, systematic removal of select tree branches would be required several days prior to the removal of the trees. This work shall be done under the supervision of a qualified biologist. If bats are found to be present in structures, partial removal of the roof shall be required within several days of building demolition. This work shall be conducted under the supervision of a qualified biologist.	
Impact BIO-2: The proposed project may have a substantial adverse effect on any riparian habitat or other sensitive natural community identified in local or regional plans, policies, and regulations or by the California Department of Fish and Game (CDFG) or the United States Fish and Wildlife Service (USFWS).	**MM BIO-2:** Prior to issuance of grading permits for construction activities that would occur within 100 feet of Del Puerto Creek, the project applicant shall retain a qualified biologist to prepare and submit a Jurisdictional Delineation to the appropriate resource agencies for review and approval. Such agencies may include but are not limited to the United States Army Corps of Engineers, the California Department of Fish and Game, and the Central Valley Regional Water Quality Control Board. Should the approved Jurisdictional Delineation determine that the project would impact regulated resources, the applicant shall obtain the necessary regulatory permits and mitigate impacts through (1) avoidance of the resources; (2) offsite restoration of features of equal or greater value; or (3) purchase of credits at an agency-approved mitigation bank in the region at no less than a 1:1 ratio.	Less than significant impact.
Impact BIO-3: The proposed project may have a substantial adverse effect on federally protected wetlands as defined by Section 404 of the Clean Water Act (including but not limited to marsh, vernal pool, coastal, etc.) through direct removal, filling, hydrological interruption, or other means.	Implement Mitigation Measure BIO-2.	Less than significant impact.
Impact BIO-4: The proposed project would not interfere substantially with the movement of any native resident or migratory fish or wildlife species or with established native resident or migratory wildlife corridors, or impede the use of wildlife nursery sites.	**MM BIO-4:** Prior to recordation of the final map for the proposed project, the project applicant shall prepare and submit plans to the City of Patterson that demonstrate that physical improvements associated with the proposed project maintain a minimum 100-foot setback from the Del Puerto Creek high water mark, or outside edge of existing riparian vegetation, whichever is greater. Stream crossings are exempt from this setback requirement; however, they must either (1) completely span the creek channel, where	Less than significant impact.

Table ES-1 (cont.): Executive Summary Matrix

Impacts	Mitigation Measures	Level of Significance After Mitigation
	feasible; or (2) where a span is not feasible, footings must be located as far away from the creek's low-flow channel as feasible. Utility improvements are also exempt from this setback requirement.	
Impact BIO-5: The proposed project would not conflict with any local policies or ordinances protecting biological resources, such as a tree preservation policy or ordinance.	Implement Mitigation Measures BIO-1a, BIO-1b, BIO-1c, BIO-1d, BIO-1e, BIO-2, and BIO-4.	Less than significant impact.
Section 3.5 - Cultural Resources		
Impact CUL-1: Subsurface construction activities associated with the proposed project may damage or destroy previously undiscovered historic resources.	**MM CUL-1:** If a potentially significant cultural resource is encountered during subsurface earthwork activities for the project, all construction activities within a 50-foot radius of the find shall cease until a qualified archaeologist determines whether the resource requires further study. The applicant shall include a standard inadvertent discovery clause in every construction contract to inform contractors of this requirement. Any previously undiscovered resources found during construction shall be evaluated for significance in terms of California Environmental Quality Act criteria by a qualified archaeologist and if significant, recorded on appropriate California Department of Parks and Recreation forms. Potentially significant cultural resources consist of but are not limited to stone, bone, glass, ceramics, fossils, wood, or shell artifacts, or features including hearths, structural remains, or historic dumpsites. If the resource is determined significant under CEQA, the qualified archaeologist shall prepare and implement a research design and archaeological data recovery plan that will capture those categories of data for which the site is significant. The archaeologist shall also conduct appropriate technical analyses, prepare a comprehensive report and file it with the appropriate Information Center, and provide for the permanent curation of the recovered materials.	Less than significant impact.
Impact CUL-2: Subsurface construction activities associated with the proposed project may damage or destroy previously undiscovered archaeological resources.	Implement Mitigation Measure CUL-1.	Less than significant impact.

Table ES-1 (cont.): Executive Summary Matrix

Impacts	Mitigation Measures	Level of Significance After Mitigation
Impact CUL-3: Subsurface construction activities associated with the proposed project may damage or destroy previously undiscovered paleontological resources.	**MM CUL-3:** In the event a fossil or fossil formations are discovered during any subsurface construction activities for the proposed project, all excavations within 100 feet of the find shall be temporarily halted until the find is examined by a qualified paleontologist, in accordance with Society of Vertebrate Paleontology standards. The paleontologist shall notify the City of Patterson, who shall coordinate with the paleontologist concerning any necessary investigation of the find. If the find is determined to be significant under CEQA, the City, based on the recommended mitigation measures of the qualified paleontologist, shall require the applicant to implement those measures, which may include avoidance, preservation in place, or other appropriate measures, as outlined in Public Resources Code Section 21083.2.	Less than significant impact.
Impact CUL-4: Subsurface construction activities associated with the proposed project may damage or destroy previously undiscovered human remains.	**MM CUL-4:** In the event of the accidental discovery or recognition of any human remains, all activities must cease within 50 feet of the find and the following procedures shall be implemented, as applicable: 1. There shall be no further excavation or disturbance of the site or any nearby area reasonably suspected to overlie adjacent human remains until the Stanislaus County Coroner is contacted to determine if the remains are Native American and if an investigation of the cause of death is required. If the coroner determines the remains to be Native American, the coroner shall contact the Native American Heritage Commission (NAHC) within 24 hours, and the NAHC shall identify the person or persons it believes to be the "most likely descendant" (MLD) of the deceased Native American. The MLD may make recommendations to the landowner or the person responsible for the excavation work within 48 hours, for means of treating or disposing of, with appropriate dignity, the human remains and any associated grave goods as provided in Public Resources Code Section 5097.98. 2. Where the following conditions occur, the landowner or his authorized representative shall rebury the Native American human remains and associated grave goods with appropriate dignity either in accordance with the recommendations of the most likely descendant or on the project site in a location not subject to further subsurface disturbance: • The NAHC is unable to identify a most likely descendent or the most	Less than significant impact.

Table ES-1 (cont.): Executive Summary Matrix

Impacts	Mitigation Measures	Level of Significance After Mitigation
	likely descendent failed to make a recommendation within 48 hours after being notified by the commission. • The descendant identified fails to make a recommendation. • The landowner or his authorized representative rejects the recommendation of the descendant, and mediation by the NAHC fails to provide measures acceptable to the landowner.	
Section 3.6 - Geology, Soils, and Seismicity		
Impact GEO-1: Development of the proposed project may expose persons or structures to seismic hazards.	**MM GEO-1:** Prior to the issuance of building permits for each building within the project site, the project applicant shall submit a geotechnical study and building plans to the City of Patterson for review and approval. The design-level geotechnical study shall be prepared by a qualified engineer and shall identify grading and building practices necessary to ensure stable building conditions, including the abatement of expansive soil conditions on the project site. The project applicant shall implement the recommendations of the approved geotechnical study into project plans. The project's building plans shall demonstrate that they incorporate all applicable recommendations of the geotechnical study and comply with all applicable requirements of the latest adopted version of the California Building Standards Code. A licensed professional engineer shall prepare the plans, including those that pertain to soil engineering, structural foundations, pipeline excavation, and installation. The approved plans shall be incorporated into the proposed project. All onsite soil engineering activities shall be conducted under the supervision of a licensed Geotechnical Engineer or Certified Engineering Geologist.	Less than significant impact.
Impact GEO-2: Construction activities associated with the proposed project have the potential to create erosion and sedimentation.	Implement Mitigation Measure HYD-1.	Less than significant impact.
Impact GEO-3: The proposed project may expose persons or structures to hazards associated with unstable geologic units or soils.	Implement Mitigation Measure GEO-1.	Less than significant impact.
Impact GEO-4: Development of the proposed project may expose persons or structures to hazards associated with expansive soils.	Implement Mitigation Measure GEO-1.	Less than significant impact.

Table ES-1 (cont.): Executive Summary Matrix

Impacts	Mitigation Measures	Level of Significance After Mitigation
Section 3.7 - Hazards and Hazardous Materials		
Impact HAZ-1: Development of the proposed project may have the potential to expose human health and the environment to hazardous materials associated with past or present usage of the project site or surrounding land uses.	**MM HAZ-1a:** Prior to issuance of demolition permits for any structures located on the project site (including the residence and storage structure), the project applicant shall retain a certified hazardous waste contractor to properly remove and dispose of all materials containing asbestos, lead paint, PCBs, mercury and CFCs in accordance with federal and state law. The applicant shall submit documentation to the City of Patterson demonstrating that this contractor has been retained as part of the demolition permit application. Upon completion of removal and disposal, the project applicant shall provide documentation to the City of Patterson demonstrating that these activities were successfully completed. **MM HAZ-1b:** Prior to issuance of grading permits for any portion of the project site where pesticides or other agricultural chemicals have been applied within the preceding 12 months, the project applicant shall retain a qualified consultant to perform Phase II testing of the project site soils for the presence of residual concentrations of agricultural chemicals. Soils shall be laboratory tested for agricultural chemical residuals in accordance with California Department of Toxic Substances Control (DTSC) guidelines. If the testing yields concentrations in excess of acceptable limits for commercial or light industrial development, the project applicant shall retain a qualified contractor to perform soil remediation in accordance with DTSC guidelines. The soil remediation activities shall be completed prior to grading activities. The applicant shall submit documentation to the City of Patterson demonstrating that soil testing was performed and any necessary remediation was completed as part of the grading permit application. This mitigation measure does not apply in locations where pesticides or other agricultural chemicals have not been applied within the preceding 12 months.	Less than significant impact.
Impact HAZ-2: The proposed project would not create a significant hazard to the public or the environment through the routine transport, use, or disposal of hazardous materials or through reasonably foreseeable upset and accident conditions.	Implement Mitigation Measures HAZ-1a and HYD-1.	Less than significant impact.

Table ES-1 (cont.): Executive Summary Matrix

Impacts	Mitigation Measures	Level of Significance After Mitigation
Impact HAZ-3: The proposed project would not create aviation safety hazards for people residing or working the project area.	No mitigation is necessary.	Less than significant impact.
Impact HAZ-4: The proposed project may interfere with emergency response or evacuation.	**MM HAZ-4:** Prior to approval of the final map for Phase IV, the project applicant shall prepare and submit plans to the City of Patterson for review and approval demonstrating that the portion of the project site located between the California Aqueduct and Interstate 5 can be served with two points of emergency access in accordance with California Fire Code requirements. The approved plans shall be incorporated into the proposed project.	Less than significant impact.
Section 3.8 - Hydrology and Water Quality		
Impact HYD-1: Construction activities associated with the proposed project have the potential to degrade water quality in downstream water bodies.	**MM HYD-1:** Prior to the issuance of grading permits or building permits for each phase of the project (whichever occurs first), the project applicant shall prepare and submit a Stormwater Pollution Prevention Plan (SWPPP) to the Central Valley RWQCB that identifies specific actions and Best Management Practices (BMPs) to prevent stormwater pollution during construction activities in accordance with the revised NPDES General Permit for Storm Water Discharges Associated with Construction Activity (Order 2009-0009 DWQ). The City of Patterson shall confirm that the RWQCB has approved the SWPPP prior to issuance of grading or building permits. The SWPPP shall identify a practical sequence for BMP implementation and maintenance, site restoration, contingency measures, responsible parties, and agency contacts. The SWPPP shall include but not be limited to the following elements: • Temporary erosion control measures shall be employed for disturbed areas. • No disturbed surfaces shall be left without erosion control measures in place during the winter and spring months. • Sediment shall be retained onsite by a system of sediment basins, traps, or other appropriate measures. • The construction contractor shall prepare Standard Operating Procedures for the handling of hazardous materials on the construction site to eliminate or reduce discharge of materials to storm drains.	Less than significant impact.

Table ES-1 (cont.): Executive Summary Matrix

Impacts	Mitigation Measures	Level of Significance After Mitigation
	• BMP performance and effectiveness shall be determined either by visual means where applicable (e.g., observation of above-normal sediment release), or by actual water sampling in cases where verification of contaminant reduction or elimination (such as inadvertent petroleum release) is required by the RWQCB to determine adequacy of the measure. • In the event of significant construction delays or delays in final landscape installation, native grasses or other appropriate vegetative cover shall be established on the construction site as soon as possible after disturbance, as an interim erosion control measure throughout the wet season.	
Impact HYD-2: Operational activities associated with the proposed project have the potential to degrade water quality in downstream water bodies.	**MM HYD-2:** Prior to the issuance of building permits for the proposed project, the project applicant shall submit a stormwater quality management plan to the City of Patterson for review and approval. The stormwater quality management plan shall identify Low Impact Development techniques and pollution prevention measures and practices to prevent polluted runoff from leaving the project site. Examples of stormwater pollution prevention measures and practices that may be included in the plan but are not limited to: • Strategically placed bioswales and landscaped areas that promote percolation of runoff • Pervious pavement • Roof drains that discharge to landscaped areas • Trash enclosures with screen walls and roofs • Stenciling on storm drains (e.g., "No Dumping") • Curb cuts in parking areas to allow runoff to enter landscaped areas • Rock-lined areas along landscaped areas in parking lots • Catch basins • Oil/water separators • Regular sweeping of parking areas and cleaning of storm drainage facilities • Employee training to inform store personnel of stormwater pollution prevention measures	Less than significant impact.

Table ES-1 (cont.): Executive Summary Matrix

Impacts	Mitigation Measures	Level of Significance After Mitigation
Impact HYD-3: The proposed project would not deplete groundwater supplies or substantially interfere with groundwater recharge.	No mitigation is necessary.	Less than significant impact.
Impact HYD-4: The proposed project would increase impervious surface coverage and, therefore, would require new drainage facilities to prevent downstream flooding.	**MM HYD-4:** Prior to issuance of grading permits for the proposed project, the project applicant shall retain a qualified civil engineer to prepare and submit a detailed drainage plan to the City of Patterson for review and approval. The drainage plan shall demonstrate compliance with City of Patterson standards regarding drainage designs, including sizing basins to accommodate a 50-year, 24-hour storm event. The approved plan shall be incorporated into the project design and final improvement plans.	Less than significant impact.
Impact HYD-5: The proposed project may place structures within a 100-year flood hazard area that may have the potential to divert flood flows or be subjected to flood hazard.	Implement Mitigation Measure BIO-4.	Less than significant impact.
Impact HYD-6: The proposed project may have the potential to substantially degrade water quality.	**MM HYD-6a:** Prior to any construction activities that would involve work within the California Aqueduct right-of-way, the project applicant shall obtain from the California Department of Water Resources an Encroachment Permit in accordance with the Division of Operations and Maintenance Encroachment Permit Guidelines. Conditions of the Encroachment Permit shall be incorporated into project plans, which may include but may not be limited to installation of water pollution prevention measures along the California Aqueduct (e.g., fencing, full span roadway crossings, and avoidance of runoff discharge into the waterway). **MM HYD-6b:** Prior to any construction activities that would involve work within the Delta-Mendota Canal right-of-way, the project applicant shall submit project grading, building, and drainage plans to the San Luis & Delta-Mendota Water Authority for review and approval. The project applicant shall incorporate measures into the proposed project that protect the Delta Mendota Canal as recommended by the Water Authority. Such recommendations may include but may not be limited to: • Bridge crossings with public walkways must be designed to prevent unwanted debris from being discharged into the canal. • No roadway drainage shall be allowed to be discharged into the canal.	Less than significant impact.

Table ES-1 (cont.): Executive Summary Matrix

Impacts	Mitigation Measures	Level of Significance After Mitigation
	• All roadway crossing support systems shall be full span. • Existing drain inlets shall be plugged. • All storm drainage shall be conveyed either over or under the canal.	
Section 3.9 – Land Use		
Impact LU-1: The proposed project would be consistent with applicable provisions of the City of Patterson General Plan.	No mitigation is necessary.	Less than significant impact.
Impact LU-2: The proposed project would not conflict with any of the applicable provisions of the City of Patterson Municipal Code.	No mitigation is necessary.	Less than significant impact.
Impact LU-3: The proposed project would not conflict with any of the applicable provisions of the Stanislaus County Airport Land Use Commission Plan.	No mitigation is necessary.	Less than significant impact.
Impact LU-4: The proposed project would not conflict with any of the applicable criteria set forth by Stanislaus LAFCO for annexation or Sphere of Influence expansion.	No mitigation is necessary.	Less than significant impact.
Section 3.10 – Noise		
Impact NOI-1: Construction activities associated with the proposed project may expose nearby land uses to excessive noise levels.	No mitigation is necessary.	Less than significant impact.
Impact NOI-2: Construction and operational activities associated with the proposed project would not generate substantial groundborne vibration.	No mitigation is necessary.	Less than significant impact.
Impact NOI-3: The proposed project's vehicular trips would not cause a substantial permanent increase in ambient noise levels.	No mitigation is necessary.	Less than significant impact.
Impact NOI-4: The proposed project would not generate non-transportation noise levels that cause significant impacts at nearby receptors.	No mitigation is necessary.	Less than significant impact.

Table ES-1 (cont.): Executive Summary Matrix

Impacts	Mitigation Measures	Level of Significance After Mitigation
Impact NOI-5: The proposed project may generate combined transportation and non-transportation noise levels that cause significant impacts at nearby receptors.	No feasible mitigation is available.	Significant unavoidable impact.
Impact NOI-6: The proposed project would not expose onsite sensitive receptors to noise levels that cause significant impacts.	**MM NOI-6:** Prior to issuance of building permits for any office buildings that would be located within 500 feet of Interstate 5 or Rogers Road, the project applicant shall submit plans to the City of Patterson for review and approval demonstrating that any outdoor uses (e.g., seating areas) are located on the side of the building that is shielded from the roadway. The approved plans shall be incorporated into the proposed project.	Less than significant impact.
Impact NOI-7: The proposed project would not expose persons working or residing in the project vicinity to excessive aviation noise levels.	No mitigation is necessary.	Less than significant impact.
Section 3.11 – Population and Housing		
Impact POP-1: The project would not induce substantial population growth in the area.	No mitigation is necessary.	Less than significant impact.
Impact POP-2: The project would not displace significant numbers of persons or housing such that new housing would need to be constructed.	No mitigation is necessary.	Less than significant impact.
Section 3.12 – Public Services and Utilities		
Impact PSU-1: The proposed project may result in a need for new or expanded fire protection facilities that would have physical impacts on the environment.	Implement Mitigation Measures HAZ-4 and TRANS-1a and: **MM PSU-1:** Prior to recordation of the final map for the Arambel Business Park for where the new fire station would be located, the project applicant shall make an irrevocable dedication offer to the City of Patterson for a new fire station site. The fire station site shall provide the minimum amount of acreage necessary to meet industry standards for a fire station site. The terms of the dedication shall be negotiated as part of the Development Agreement. Should the City of Patterson elect to develop the new fire station at another location, the applicant shall have the ability to retain the acreage for private use. The Community Facility District or similar financing mechanism would fund construction of the fire station.	Less than significant impact.

Table ES-1 (cont.): Executive Summary Matrix

Impacts	Mitigation Measures	Level of Significance After Mitigation
Impact PSU-2: The proposed project may contribute to a need for new or expanded police protection facilities that would have physical impacts on the environment.	**MM PSU-2:** Prior to the issuance of the certificate of occupancy for each project building, the project applicant shall consult with the Patterson Police Department regarding appropriate security measures. Such measures may include video surveillance systems, fencing, lighting, onsite security personnel, parking lot patrols, or other appropriate measures. The mutually agreed upon measures shall be incorporated into the plans for each building.	Less than significant impact.
Impact PSU-3: The proposed project would increase water demand and, therefore, may require additional entitlements and supplies.	Implement Mitigation Measure TRANS-1a and: **MM PSU-3:** Prior to the issuance of building permits for each project building, the project applicant shall submit plans to the City of Patterson for review and approval that demonstrate that applicable water conservation Best Management Practices have been incorporated into project design and landscaping. Examples of Best Management Practices include but are not limited to low-water-use fixtures (e.g., restroom sinks, urinals, and toilets) and water-conserving landscaping (e.g., drought-tolerant species). The approved plans shall be incorporated into the proposed project.	Less than significant impact.
Impact PSU-4: The proposed project may require the expansion of wastewater treatment capacity.	**MM PSU-4:** Prior to issuance of building permits for each project building, the applicant shall do one of the following: 1) Prepare and submit improvement plans demonstrating that the proposed use(s) would connect to the City of Patterson's municipal wastewater collection and treatment system. The applicant must obtain confirmation that adequate collection and treatment capacity exist to serve the proposed use(s). The applicant shall provide fair-share fees to the City of Patterson for wastewater treatment system improvements through participation in a Community Facilities District or other financing mechanism. 2) Prepare and submit improvement plans demonstrating that the proposed use(s) would connect to a privately owned and operated onsite wastewater treatment plant. The applicant must obtain confirmation that adequate collection and treatment capacity exist to serve the proposed use(s). The treatment plant must be fully permitted by the state and County of Stanislaus prior to occupancy of the uses. The project applicant is responsible for the full cost of construction and operation of the onsite wastewater treatment plant.	Less than significant impact.

Table ES-1 (cont.): Executive Summary Matrix

Impacts	Mitigation Measures	Level of Significance After Mitigation
Impact PSU-5: The proposed project may require the construction of new downstream drainage facilities.	Implement Mitigation Measure HYD-4 and Mitigation Measure TRANS-1a.	Less than significant impact.
Impact PSU-6: The proposed project may generate substantial amounts of solid waste during both construction and operations, which would need to be accommodated by a landfill with sufficient permitted capacity.	**MM PSU-6a:** Prior to issuance of building permits, the project applicant shall retain a qualified contractor to perform construction debris recycling. The applicant shall establish an objective of diverting a minimum of 50 percent of construction debris from the waste stream. The project applicant shall provide documentation to the satisfaction of the City of Patterson demonstrating that construction and demolition debris was recycled. **MM PSU-6b:** Prior to the issuance of final certificates of occupancy for each building developed within the West Patterson Business Park Expansion, the project applicant shall provide information to the City of Patterson describing the methods by which recycling and waste diversion activities shall be achieved. This information shall include but is not limited to the type and location of facilities necessary to collect and store recyclable materials, contractors who would pick-up recyclable and reusable materials, and how recycling and waste diversion activities would be integrated into operational practices. To the extent feasible, centralized recycling facilities within each use are encouraged to enhance the ease and efficiency of such practices.	Less than significant impact.
Impact PSU-7: The proposed project would not result in the inefficient, wasteful, or unnecessary use of energy.	No mitigation is necessary.	Less than significant impact.
Section 3.13 - Transportation		
Impact TRANS-1: The proposed project may contribute to unacceptable traffic operations under Existing Plus Phase I conditions.	**MM TRANS-1a:** Prior to recordation of the first final map, the project applicant and the City of Patterson shall establish a Community Facilities District or other financing mechanism to fund transportation improvements. Applicants that pursue development in accordance with the Master Development Plan shall contribute a fair share of the costs of necessary improvements at the time building permits are sought through participation in the Community Facilities District or other financing mechanism. **MM TRANS-1b**: At the time of 5 percent of Phase I buildout, the intersection of Sperry Avenue/I-5 Southbound Ramps shall be signalized.	Significant unavoidable impact.

Table ES-1 (cont.): Executive Summary Matrix

Impacts	Mitigation Measures	Level of Significance After Mitigation
	At the time of 80 percent of Phase I buildout, left-turn lanes shall be added to the southbound and westbound approaches. These improvements shall be programmed into the Community Facilities District or other financing mechanism contemplated by Mitigation Measure TRANS-1a. **MM TRANS-1c:** At the time of 5 percent of Phase I buildout, the intersection of Sperry Avenue/I-5 Northbound Ramps shall be signalized and the signal operation shall be coordinated with the signal at the Sperry Avenue/I-5 Southbound Ramps intersection. At the time of 80 percent of Phase I buildout, the following improvements shall be implemented: (1) Install a left-turn lane on the eastbound approach, (2) install a right-turn lane on the westbound approach, and (3) install a right-turn lane on the northbound approach. These improvements shall be programmed into the Community Facilities District or other financing mechanism contemplated by Mitigation Measure TRANS-1a. **MM TRANS-1d**: At the time of 50 percent of Phase I buildout, the intersection of Rogers Road/State Route 33 shall be signalized. This improvement shall be programmed into the Community Facilities District or other financing mechanism contemplated by Mitigation Measure TRANS-1a. **MM TRANS-1e:** At the time of 8 percent of Phase I buildout, the intersection of Sycamore Avenue/East Las Palmas Avenue shall be signalized. This improvement shall be programmed into the Community Facilities District or other financing mechanism contemplated by Mitigation Measure TRANS-1a. **MM TRANS-1f:** At the time of 10 percent of Phase I buildout, intersection of East Las Palmas Avenue/Poplar Avenue shall be signalized. At the time of 60 percent of Phase I buildout, a right-turn lane shall be installed on the westbound approach. These improvements shall be programmed into the Community Facilities District or other financing mechanism contemplated by Mitigation Measure TRANS-1a. **MM TRANS-1g:** At the time of 30 percent of Phase I buildout, intersection of West Main Avenue/Carpenter Road shall be signalized. At	

Table ES-1 (cont.): Executive Summary Matrix

Impacts	Mitigation Measures	Level of Significance After Mitigation
	the time of 60 percent of Phase I buildout, the following improvements shall be implemented: (1) install a left-turn lane on the eastbound approach, and (2) install a left-turn lane on the westbound approach. These improvements shall be programmed into the Community Facilities District or other financing mechanism contemplated by Mitigation Measure TRANS-1a. **MM TRANS-1h:** At the time of 20 percent of Phase I buildout, intersection of West Main Avenue/Crows Landing Road shall be signalized. At the time of 60 percent of Phase I buildout, the following improvements shall be implemented: (1) install a left-turn lane on the eastbound approach, and (2) install a left-turn lane on the westbound approach. These improvements shall be programmed into the Community Facilities District or other financing mechanism contemplated by Mitigation Measure TRANS-1a. **MM TRANS-1i:** When intersection operations approach unacceptable levels, but not later than 50 percent buildout of Phase I, the intersection of Rogers Road/North-South Internal Roadway shall be signalized. This improvement shall be programmed into the Community Facilities District or other financing mechanism contemplated by Mitigation Measure TRANS-1a.	
Impact TRANS-2: The proposed project would contribute to unacceptable traffic operations under 2035 Cumulative conditions.	**MM TRANS-2a:** When intersection operations approach unacceptable levels, the intersection of Sperry Avenue/Rogers Road shall be improved. The improvements shall consist of (1) installing a through and right-turn lane on the eastbound approach; (2) installing two left-turn lanes, a through lane, and two right-turn lanes on the westbound approach; (3) installing a left-turn lane, a through lane, and a right-turn lane on the northbound approach; and (4) installing a through lane on the southbound approach. These improvements shall be programmed into the Community Facilities District or other financing mechanism contemplated by Mitigation Measure TRANS-1a. **MM TRANS-2b:** When intersection operations approach unacceptable levels, the intersection of Sperry Avenue/Baldwin Road shall be improved. The improvements shall consist of (1) signalizing the intersection; (2)	Significant unavoidable impact.

Table ES-1 (cont.): Executive Summary Matrix

Impacts	Mitigation Measures	Level of Significance After Mitigation
	installing a left-turn and a right-turn lane on the eastbound approach; (3) installing a left-turn, a through lane, and two right-turn lanes on the westbound approach; (4) installing two left-turn lanes on the northbound approach; and (5) installing two left-turn lanes on the southbound approach. These improvements shall be programmed into the Community Facilities District or other financing mechanism contemplated by Mitigation Measure TRANS-1a. **MM TRANS-2c:** When intersection operations approach unacceptable levels, the intersection of Sperry Avenue/Ward Avenue shall be improved. The improvements shall consist of (1) installing a left-turn lane on the eastbound approach, (2) installing a left-turn lane on the northbound approach, and (3) installing a right-turn lane on the southbound approach. These improvements shall be programmed into the Community Facilities District or other financing mechanism contemplated by Mitigation Measure TRANS-1a. **MM TRANS-2d:** When intersection operations approach unacceptable levels, the intersection of Sperry Avenue/S. Del Puerto Avenue shall be improved. The improvements shall consist of (1) installing a left-turn lane on the eastbound approach and (2) installing a left-turn lane on the westbound approach. These improvements shall be programmed into the Community Facilities District or other financing mechanism contemplated by Mitigation Measure TRANS-1a. **MM TRANS-2e:** In the event that the intersection of Sperry Avenue/State Route 33 has not been signalized at the time of issuance for the first certificate of occupancy for Phase II of the proposed project, the intersection shall be signalized. This improvement shall be programmed into the Community Facilities District or other financing mechanism contemplated by Mitigation Measure TRANS-1a. This mitigation measure shall not apply if the intersection is signalized prior to issuance for the first certificate of occupancy for Phase II of the proposed project. **MM TRANS-2f:** When intersection operations approach unacceptable levels, the intersection of Ward Avenue/American Eagle Drive shall be improved. The improvements shall consist of installing a right turn lane on	

Table ES-1 (cont.): Executive Summary Matrix

Impacts	Mitigation Measures	Level of Significance After Mitigation
	the southbound approach. These improvements shall be programmed into the Community Facilities District or other financing mechanism contemplated by Mitigation Measure TRANS-1a. **MM TRANS-2g:** When intersection operations approach unacceptable levels, the intersection of Ward Avenue/SR-33 shall be improved. The improvements shall consist of (1) signalizing the intersection and (2) installing a left-turn lane on the northbound approach. These improvements shall be programmed into the Community Facilities District or other financing mechanism contemplated by Mitigation Measure TRANS-1a. **MM TRANS-2h:** When intersection operations approach unacceptable levels, the intersection of Zacharias Road/SR-33 shall be improved. The improvements shall consist of (1) signalizing the intersection, (2) installing two left-turn lanes on the northbound approach, and (3) installing a right-turn lane on the eastbound approach. These improvements shall be programmed into the Community Facilities District or other financing mechanism contemplated by Mitigation Measure TRANS-1a. **MM TRANS-2i:** When intersection operations approach unacceptable levels, the intersection of Baldwin Road/SR-33 shall be improved. The improvements shall consist of (1) signalizing the intersection, (2) installing a left-turn lane on the northbound approach, and (3) installing a right-turn lane on the southbound approach. These improvements shall be programmed into the Community Facilities District or other financing mechanism contemplated by Mitigation Measure TRANS-1a. **MM TRANS-2j:** When intersection operations approach unacceptable levels, the intersection of Rogers Road/SR-33 shall be improved. The improvements shall consist of (1) signalizing the intersection and (2) installing a left-turn lane on the northbound approach. These improvements shall be programmed into the Community Facilities District or other financing mechanism contemplated by Mitigation Measure TRANS-1a. **MM TRANS-2k:** When intersection operations approach unacceptable levels, the intersection of SR-33/Eucalyptus Avenue shall be improved.	

Table ES-1 (cont.): Executive Summary Matrix

Impacts	Mitigation Measures	Level of Significance After Mitigation
	The improvements shall consist of (1) installing a left-turn and a through lane on the southbound approach and (2) installing a through lane on the northbound approach. These improvements shall be programmed into the Community Facilities District or other financing mechanism contemplated by Mitigation Measure TRANS-1a. **MM TRANS-2l:** When intersection operations approach unacceptable levels, the intersection of Olive Avenue/SR-33 shall be improved. The improvements shall consist of (1) signalizing the intersection, (2) installing a left-turn lane on the eastbound approach, (3) installing a left-turn lane on the westbound approach, (4) installing a left-turn lane on the northbound approach, and (5) installing a left-turn lane on the southbound approach. These improvements shall be programmed into the Community Facilities District or other financing mechanism contemplated by Mitigation Measure TRANS-1a. **MM TRANS-2m:** When intersection operations approach unacceptable levels, the intersection of Walnut Avenue/Sycamore Avenue shall be improved. The improvements shall consist of signalizing the intersection. These improvements shall be programmed into the Community Facilities District or other financing mechanism contemplated by Mitigation Measure TRANS-1a. **MM TRANS-2n:** When intersection operations approach unacceptable levels, but not later than issuance of the first certificate of occupancy for Phase III of the proposed project, the intersection of Rogers Road/Keystone Pacific Parkway shall be improved. The improvements shall consist of signalizing the intersection. These improvements shall be programmed into the Community Facilities District or other financing mechanism contemplated by Mitigation Measure TRANS-1a. **MM TRANS-2o:** When intersection operations approach unacceptable levels, but not later than issuance of first certificate of occupancy for Phase IV of the proposed project, the intersection of Zacharias Road/Rogers Road shall be improved. The improvements shall consist of signalizing the intersection. These improvements shall be programmed into the Community Facilities District or other financing mechanism contemplated by Mitigation Measure TRANS-1a.	

Table ES-1 (cont.): Executive Summary Matrix

Impacts	Mitigation Measures	Level of Significance After Mitigation
	MM TRANS-2p: Prior to issuance of building permits for each project building, the project applicant shall provide fair-share fees for the planned I-5/Zacharias Road interchange, if this improvement is programmed into an adopted fee program. This mitigation measure does not apply if the improvement is not programmed into an adopted fee program at the time building permits are sought. This mitigation measure shall not apply if the planned I-5/Zacharias Road interchange is programmed in the Community Facilities District or other financing mechanism contemplated by Mitigation Measure TRANS-1a.	
Impact TRANS-3: The proposed project would not result in a change in air traffic patterns, including either an increase in traffic levels or a change in location that results in substantial safety risks.	No mitigation is necessary.	Less than significant impact.
Impact TRANS-4: The proposed project would not substantially increase hazards due to a design feature or incompatible uses.	No mitigation is necessary.	Less than significant impact.
Impact TRANS-5: The proposed project may result in inadequate emergency access.	Implement Mitigation Measure HAZ-4.	Less than significant impact.
Impact TRANS-6: The proposed project may conflict with adopted policies, plans, or programs supporting alternative transportation.	**MM TRANS-6:** Prior to issuance of the first certificate of occupancy for each project use, the applicant shall prepare and submit documentation to the City of Patterson demonstrating that feasible Transportation Demand Management measures have been incorporated. The documentation shall either (1) show how at least one or more of the following Transportation Demand Management measures has been integrated into the use or (2) explain why such a measure is not feasible (such as workforce characteristics, facility operational characteristics, health and safety, etc.): • Pedestrian facilities (e.g., internal pedestrian facilities that provide connectivity to sidewalks or nearby land uses) • End-of-trip bicycle facilities (e.g., racks, lockers, changing/locker rooms, shower facilities) • Alternative (flex-time) work schedules that allow non-peak travel by employees	Less than significant impact.

Table ES-1 (cont.): Executive Summary Matrix

Impacts	Mitigation Measures	Level of Significance After Mitigation
	• Commute Trip Reduction Programs that provide incentives for employees to carpool, use transit, ride bicycles, or use other modes of non-single-occupant vehicle transportation. • Multi-Modal Transportation Guides that provide information to employees regarding various routes to a particular location via different modes of transportation • The establishment of a Transportation Management Association for a large employer or a group of employers. The association would provide transportation (e.g., employee shuttles) for employees of companies that participate in the organization. • Telecommute (or work-from-home) options for employees who can work remotely. • Any other Transportation Demand Management measure not specified on this list.	

EXHIBIT E
Vesting Tentative Map

Jeffery E. Arambel 10/3/12

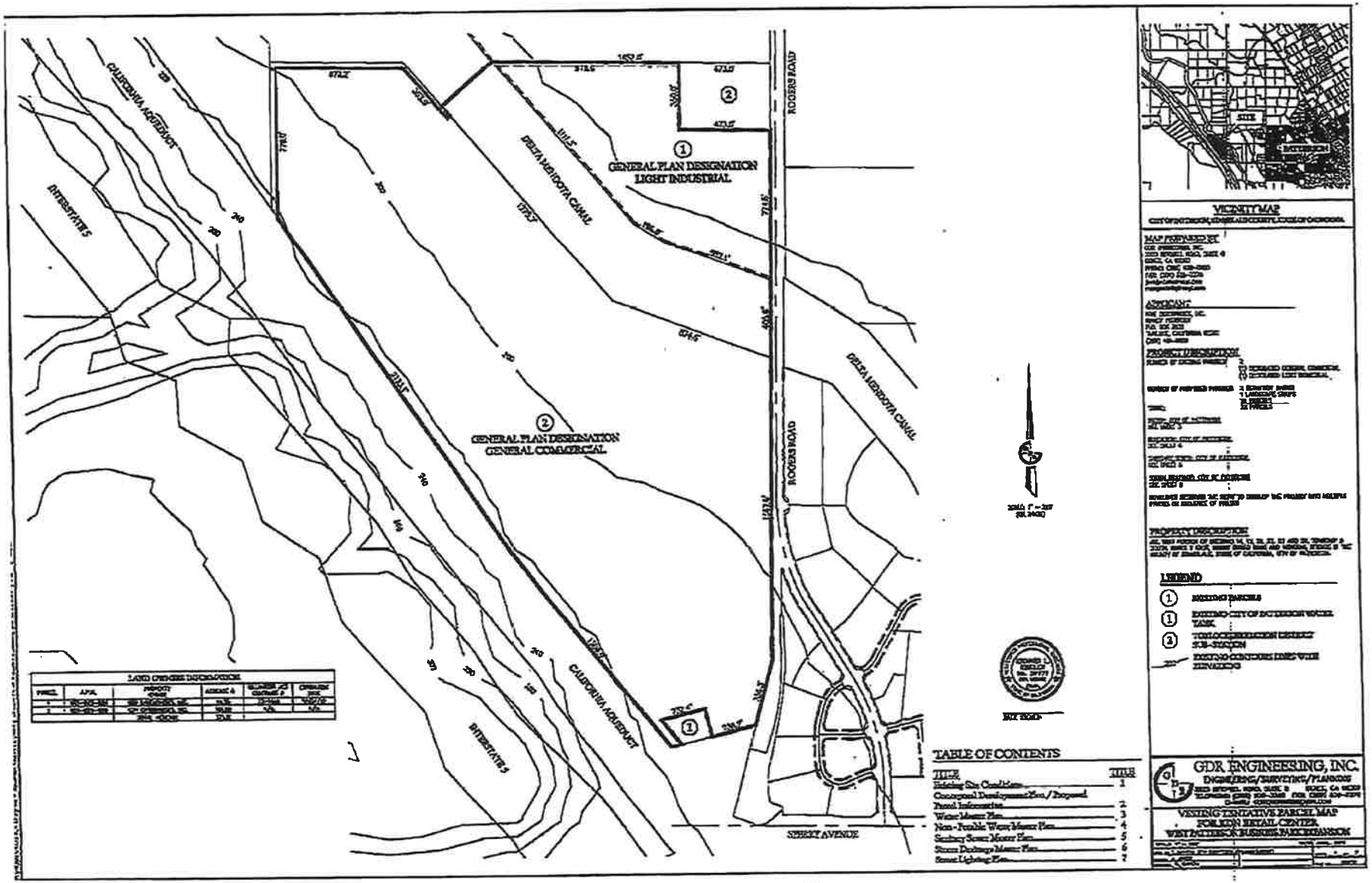
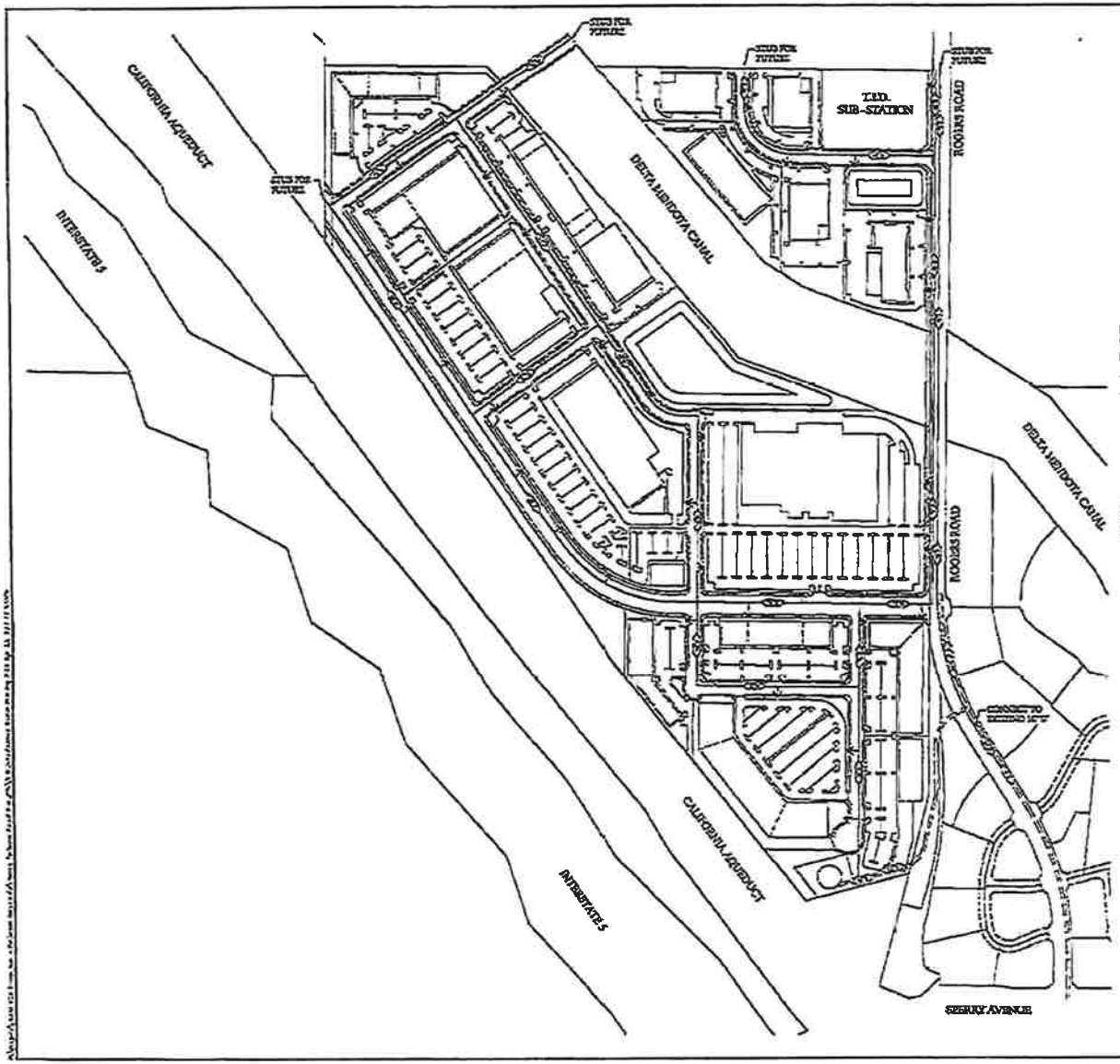
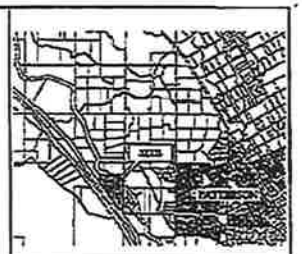


EXHIBIT
VTPM (SHEETS 1-7)

VICINITY MAP
SECTION A-A
SECTION B-B
SECTION C-C
GDR ENGINEERING, INC.
VESTING TENTATIVE PARCEL MAP
FOR LOW RETAIL CENTER
DELTA MENDOTA CANAL
ROOKERS ROAD
SCHULTE AVENUE
TID SUB-STATION
CALIFORNIA AQUEDUCT
INTERSTATE 5





WATER MASTER PLAN DESCRIPTION

WATER SYSTEM PARAMETERS

BASED ON THE GENERAL PLAN, IMPLEMENTATION MEASURE PS 1.5.H ON PAGE PS-16, THE WATER SYSTEM WILL BE A "DUAL" WATER SYSTEM: DOMESTIC AND NON-POTABLE. THE CITY SUPPLIED AVERAGE DAY FACTORS FOR THE DOMESTIC WATER USAGE OF 625 GALLONS PER ACRE PER DAY (GPAD).

THE DOMESTIC WATER WILL BE PROVIDED BY CONSTRUCTING A WELL(S) IN THE SOUTHEAST SIDE OF THE CITY CAPABLE OF DELIVERING THE PEAK DAY DEMAND AND PUMPING TO RESERVOIRS FOR THE DISTRIBUTION SYSTEM. THE RESERVOIRS WILL BE CONSTRUCTED TO STORE THE PEAK DAY DEMAND PLUS FIRE FLOW. THE BOOSTER PUMPS AT THE RESERVOIRS WILL BE ABLE TO SUPPLY THE PEAK HOUR DEMAND.

SYSTEM DESIGN

DOMESTIC WATER SUPPLY

THE PEAK DAY DEMAND WAS CALCULATED USING A PEAKING FACTOR OF 1.5 APPLIED TO THE AVERAGE DAY DEMAND. THE PEAK DAY DEMAND FOR KOHL RETAIL CENTER WILL REQUIRE 0.12 MGD.

PIPELINES

THE DOMESTIC WATER DISTRIBUTION SYSTEM WOULD CONSIST OF LOOPED SYSTEMS CONSISTING OF 16-INCH AND 12-INCH LINES THAT WOULD PROVIDE DOMESTIC WATER AND FIRE FLOW.

RESERVOIRS

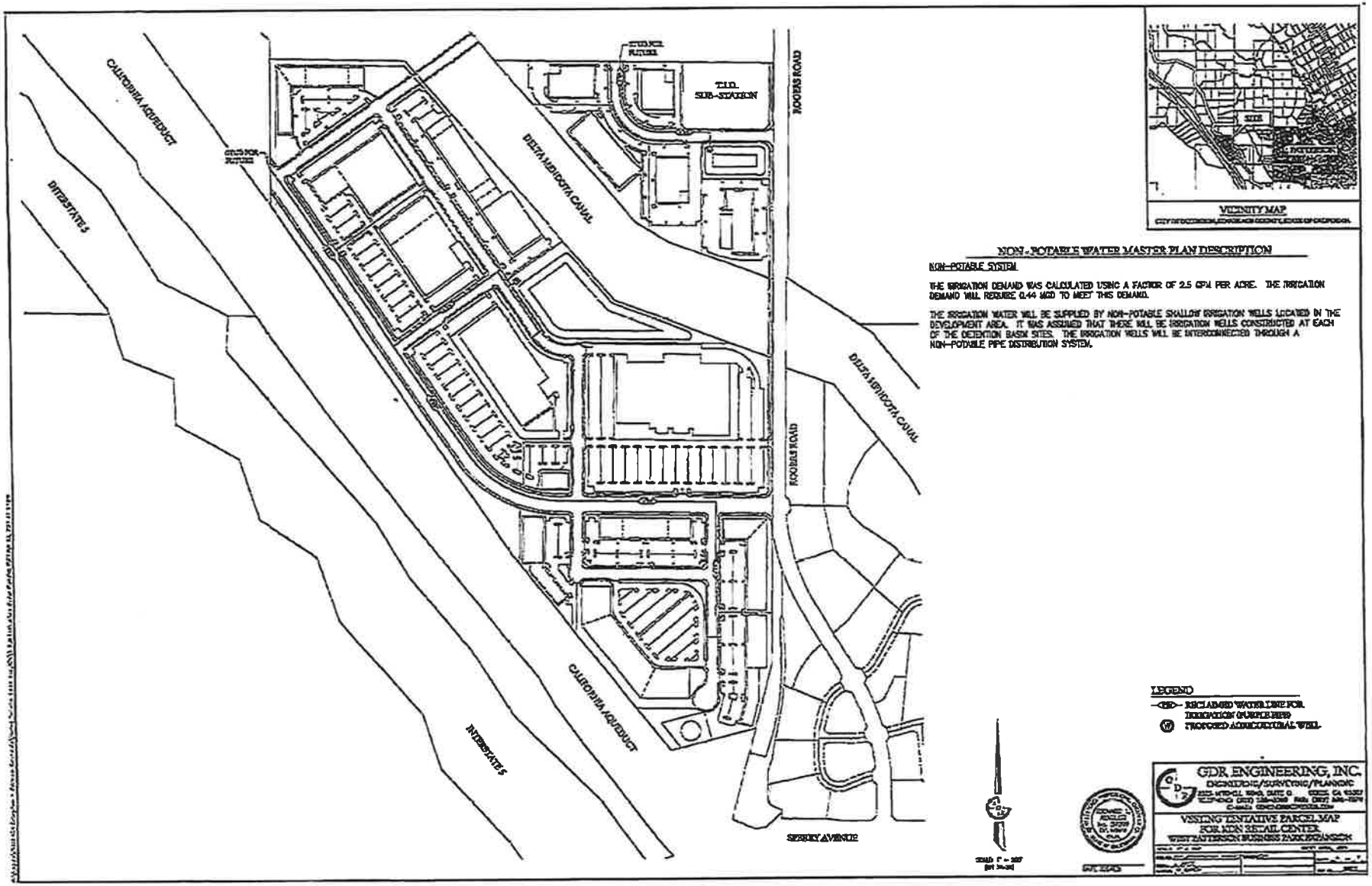
THE REQUIRED FIRE FLOW STORAGE IS 4,500 GPM FOR THE FOUR HOUR PERIOD. THIS CALCULATES TO BE 1.08 MILLION GALLONS. THE PEAK DAY DEMAND WAS CALCULATED USING A PEAKING FACTOR OF 1.5 APPLIED TO THE AVERAGE DAY DEMAND. THE PEAK DAY DEMAND FOR THE KOHL RETAIL CENTER WAS CALCULATED TO BE 0.12 MILLION GALLONS. THE TOTAL REQUIRED RESERVOIR STORAGE IS 1.2 MILLION GALLONS.

LEGEND

- PROPOSED LOOPED WATER LINE
- PROPOSED TRANSMISSION LINE
- EXISTING WATER LINE
- PROPOSED FIRE HYDRANT

GDR ENGINEERING, INC.
ENGINEERING/SURVEYING/PLANNING

VESTING TENTATIVE PARCEL MAP
FOR KOHL RETAIL CENTER
WEST PATTERSON BUSINESS PARK EXPANSION



VICINITY MAP

NON-POTABLE WATER MASTER PLAN DESCRIPTION

NON-POTABLE SYSTEM

THE IRRIGATION DEMAND WAS CALCULATED USING A FACTOR OF 2.5 GPM PER ACRE. THE IRRIGATION DEMAND WILL REQUIRE 0.44 MGD TO MEET THIS DEMAND.

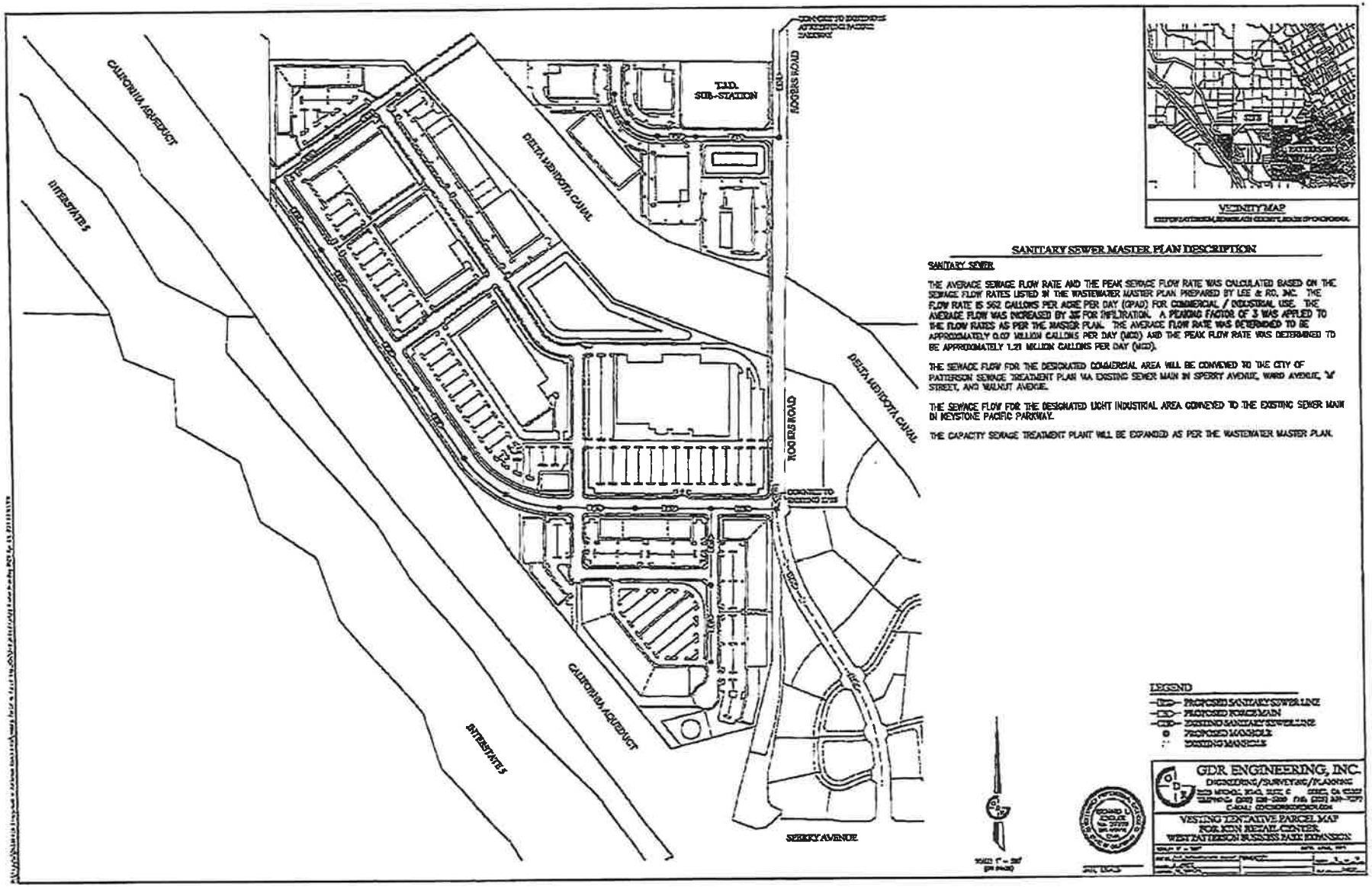
THE IRRIGATION WATER WILL BE SUPPLIED BY NON-POTABLE SHALLOW IRRIGATION WELLS LOCATED IN THE DEVELOPMENT AREA. IT WAS ASSUMED THAT THERE WILL BE IRRIGATION WELLS CONSTRUCTED AT EACH OF THE DETENTION BASIN SITES. THE IRRIGATION WELLS WILL BE INTERCONNECTED THROUGH A NON-POTABLE PIPE DISTRIBUTION SYSTEM.

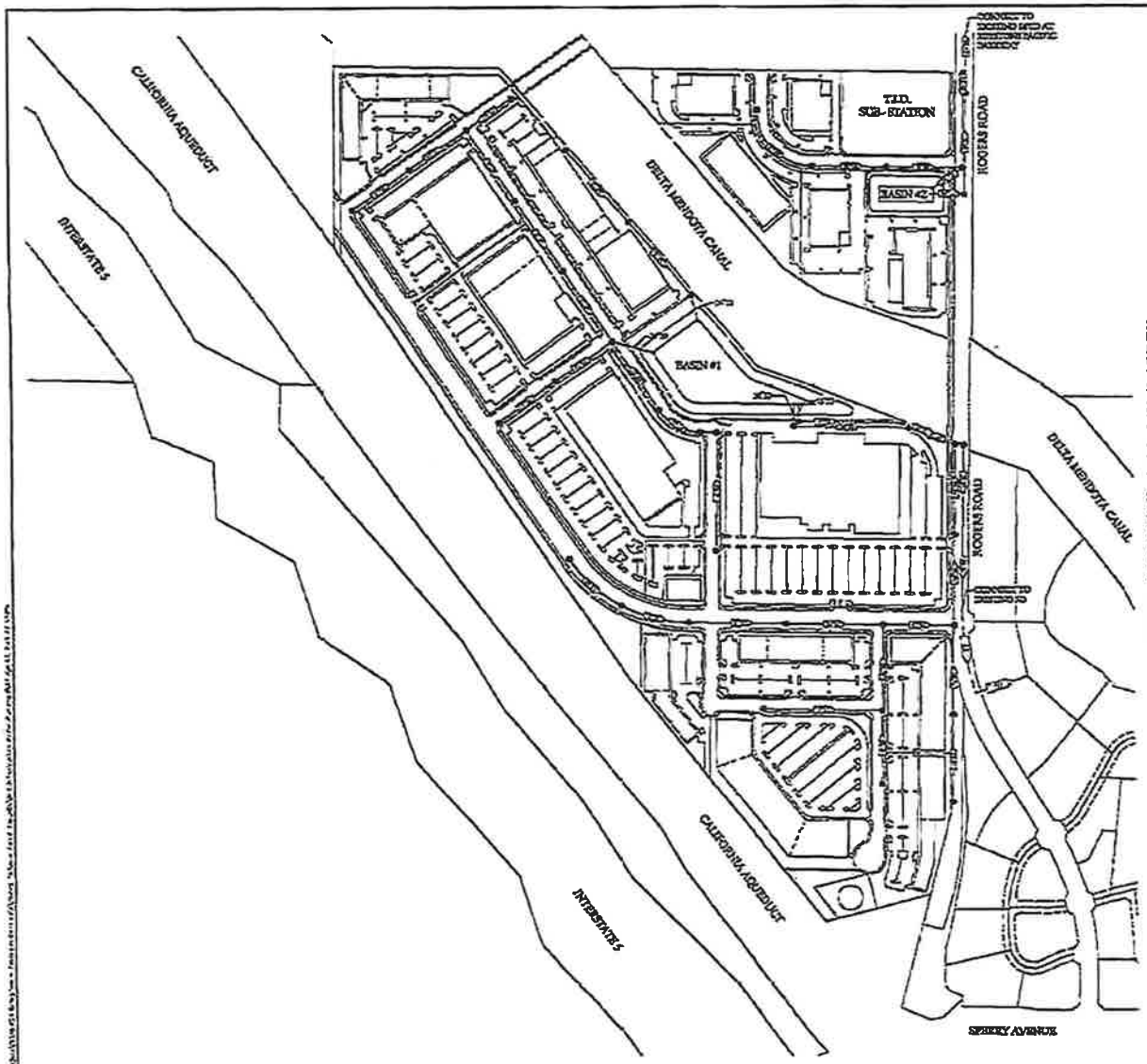
LEGEND

- RECLAIMED WATER LINE FOR IRRIGATION PURPOSES
- PROPOSED AGRICULTURAL WELL

GDR ENGINEERING, INC.
ENGINEERING/SURVEYING/PLANNING

VESTING TENTATIVE PARCEL MAP
FOR KDN RETAIL CENTER
WEST PATTERSON BUSINESS PARK EXPANSION


CALIFORNIA AQUEDUCT
INTERSTATE 5
T.I.D. SUB-STATION
ROGERS ROAD
DELTA MENDOTA CANAL
SPERRY AVENUE
VICINITY MAP
SANITARY SEWER MASTER PLAN DESCRIPTION
SANITARY SEWER
THE AVERAGE SEWAGE FLOW RATE AND THE PEAK SEWAGE FLOW RATE WAS CALCULATED BASED ON THE SEWAGE FLOW RATES LISTED IN THE WASTEWATER MASTER PLAN PREPARED BY LEE & RO, INC. THE FLOW RATE IS 562 GALLONS PER ACRE PER DAY (GPAD) FOR COMMERCIAL / INDUSTRIAL USE. THE AVERAGE FLOW WAS INCREASED BY 3% FOR INFILTRATION. A PEAKING FACTOR OF 3 WAS APPLED TO THE FLOW RATES AS PER THE MASTER PLAN. THE AVERAGE FLOW RATE WAS DETERMINED TO BE APPROXIMATELY 0.07 MILLION GALLONS PER DAY (MGD) AND THE PEAK FLOW RATE WAS DETERMINED TO BE APPROXIMATELY 1.21 MILLION GALLONS PER DAY (MGD).
THE SEWAGE FLOW FOR THE DESIGNATED COMMERCIAL AREA WILL BE CONVEYED TO THE CITY OF PATTERSON SEWAGE TREATMENT PLAN VIA EXISTING SEWER MAIN IN SPERRY AVENUE, WARD AVENUE, "M" STREET, AND WALNUT AVENUE.
THE SEWAGE FLOW FOR THE DESIGNATED LIGHT INDUSTRIAL AREA CONVEYED TO THE EXISTING SEWER MAIN IN KEYSTONE PACIFIC PARKWAY.
THE CAPACITY SEWAGE TREATMENT PLANT WILL BE EXPANDED AS PER THE WASTEWATER MASTER PLAN.
LEGEND
PROPOSED SANITARY SEWER LINE
PROPOSED FORCE MAIN
EXISTING SANITARY SEWER LINE
PROPOSED MANHOLE
EXISTING MANHOLE
GDR ENGINEERING, INC.
ENGINEERING/SURVEYING/PLANNING
VESTING TENTATIVE PARCEL MAP
FOR KOH RETAIL CENTER
WEST PATTERSON BUSINESS PARK EXPANSION



VICINITY MAP

STORM DRAINAGE MASTER PLAN DESCRIPTION

STORM DRAIN SYSTEM PARAMETERS

DURING THE LAST 11 YEARS, THE CITY OF PATTERSON HAS DEVELOPED AND EXPANDED A SUCCESSFUL BUSINESS PARK EAST OF ROGERS ROAD. THE AREA STUDIED FOR THIS REPORT IS WEST OF ROGERS ROAD TO INTERSTATE 5 AND FROM SPERRY AVENUE TO ZACHARIAS ROAD. THE AREA WILL BE CALLED THE WEST PATTERSON BUSINESS PARK EXPANSION PROJECT (WPBPEP). AECOM PREPARED A MASTER STORM DRAINAGE PLAN IN JUNE, 2010 FOR THE CITY OF PATTERSON GENERAL PLAN UPDATE. AECOM'S REPORT COVERED THE AREA EAST OF ROGERS ROAD TO BALDWIN ROAD. THE PROPOSED STORM DRAIN SYSTEM FOR THE PROJECT USES A COMBINATION OF DETENTION BASINS, SIMILAR TO THE SYSTEM IN THE REFERENCED STUDY.

WATERSHEDS 1 AND 2 WILL COLLECT THE STORM WATER THROUGH PIPELINES AND DRAIN TO DETENTION BASINS. THESE BASINS WILL HAVE CONTROL STRUCTURES TO RELEASE THE STORM WATER TO EXISTING PIPELINE FACILITIES IN ROGERS ROAD.

SYSTEM DESIGN

DETENTION BASINS AND GROUNDWATER RECHARGE BASINS

THE DETENTION BASINS 1-2 WERE SIZED FOR A PUMP DISCHARGE 50 YEAR, 24 HOUR EVENT, 2.24 INCHES OF RAINFALL PER PATTERSON CITY STANDARDS, SECTION 7. THIS ALLOWS THE FLEXIBILITY IN CASE PUMPING IS NEEDED, BUT WHEN FINAL DESIGN IS DONE, THE BASIN SIZES MAY CHANGE. THE SIDESLOPES ON THE BASINS WERE INCREASED TO A 3:1 SLOPE SINCE THE BASINS ARE NOT INTENDED TO BE DUAL USE. THE DEPTH OF THE BASINS MAY BE REVISED AT THE TIME OF FINAL DESIGN TO PROVIDE GROUNDWATER RECHARGE.

PIPELINES

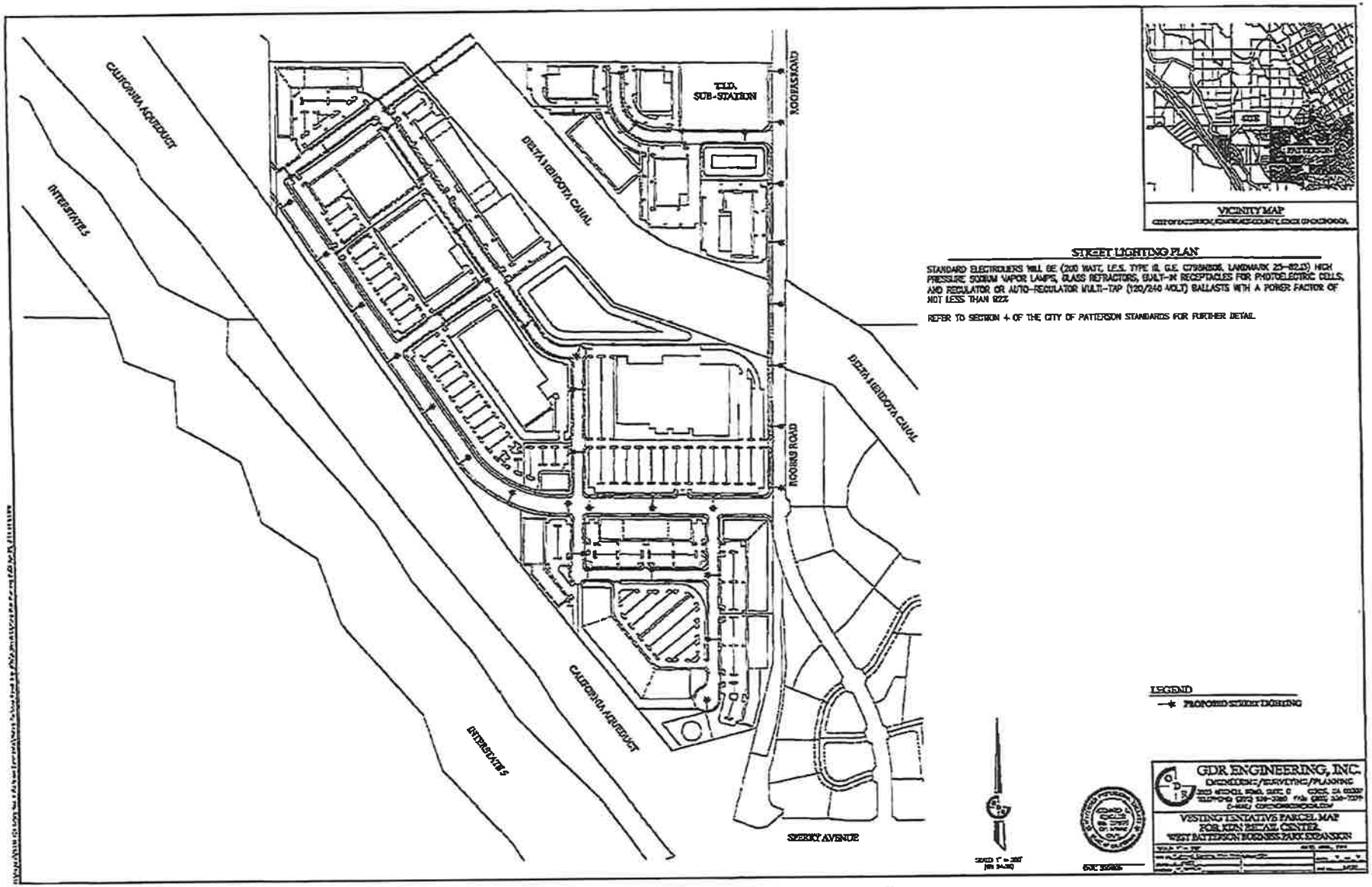
THE PIPELINE SIZES WERE DESIGNED USING THE PATTERSON CITY STANDARDS, SECTION 7. THE STORM FLOW FROM EACH WATERSHED WILL BE PIPED TO THEIR CORRESPONDING BASINS. THE BASIN SYSTEM, WHERE NEEDED, WILL BE PIPED SUCH THAT THE OUTFLOW CAN BE REGULATED TO EACH DISCHARGE POINT.

LEGEND

- PROPOSED STORM DRAIN LINE
- PROPOSED FORCE MAIN
- EXISTING STORM DRAIN LINE
- PROPOSED MANHOLE
- EXISTING MANHOLE

GDR ENGINEERING, INC.
CIVIL ENGINEERING / SURVEYING / PLANNING

VESTING TENTATIVE PARCEL MAP
FOR ICON RETAIL CENTER
WEST PATTERSON BUSINESS PARK EXPANSION



VICINITY MAP

STREET LIGHTING PLAN

STANDARD ELECTROLIERS WILL BE (200 WATT, L.E.S. TYPE III, G.E. CYPRESSIDE, LANDMARK 25-82.5) HIGH PRESSURE SODIUM VAPOR LAMPS, GLASS REFRACTORS, BUILT-IN RECEPTACLES FOR PHOTOELECTRIC CELLS, AND REGULATOR OR AUTO-REGULATOR MULTI-TAP (120/240 VOLT) BALLASTS WITH A POWER FACTOR OF NOT LESS THAN 92%

REFER TO SECTION 4 OF THE CITY OF PATTERSON STANDARDS FOR FURTHER DETAIL

LEGEND

—✳— PROPOSED STREET LIGHTING

GDR ENGINEERING, INC.
ENGINEERS/SURVEYORS/PLANNERS

VESTING TENTATIVE PARCEL MAP
FOR KIN RETAIL CENTER
WEST PATTERSON BUSINESS PARK EXPANSION

EXHIBIT F
Schedule of Impact Fees

	Impact Fee (Per Building Sq. Ft.)	Impact Fee Credit Source, If Any	Amount Due (Per Building Sq. Ft.)
Roadway and Circulation	$0.60	None	$0.117
I-5 Sperry Avenue or Zacharias Road			
a. Light Industrial	$0.07	None	$0.07
b. Business Park	$0.16	None	$0.16
c. Commercial	$0.07	None	$0.07
Public Safety			
a. Police	$0.04	None	$0.04
b. Fire	$0.16	None	$0.16
Domestic Water			
a. Connection Fee	$6.23	Waived with participation in finance district and installation of non-potable system for landscaping purposes.	$0.00 with finance district participation
b. Meter (2" meter – minimum charge)	$1,200 minimum	None	$1,200 minimum
Storm Drain	$4.11	Waived if Developer builds facilities per Master Development Plan.	$0.00 if Developer builds facilities per Master Development Plan.

	Impact Fee (Per Building Sq. Ft.)	Impact Fee Credit Source, If Any	Amount Due (Per Building Sq. Ft.)
Sewer and Wastewater	$2.49	Waived with Developer participation in finance district.	$0.00 with finance district participation.
Governmental			
a. General Plan	$286.00 Per Acre	Developer advanced General Plan fees.	$286.00 Per Acre
b. City Hall	$0.08	None	$0.08
c. Corporate Yard	$0.15	None	$0.15
Environmental Mitigation Fees			
a. Swanson's Hawk Mitigation	N/A	None	Pursuant to EIR MMRP dated June 28, 2012.
b. Traffic	Pursuant to EIR MMRP	None	Pursuant to EIR MMRP dated June 28, 2012.
Health Care District Fee (Del Puerto Health Care District)	N/A	None	$0.07655

EXHIBIT G
General Plan Funding Agreement

Jeffery E. Arambel 10/3/12

AGREEMENT FOR FUNDING OF A REVISION TO THE CITY OF PATTERSON GENERAL PLAN

This agreement entered into this 11th day of July, 2007 by and between the City of Patterson (City) and Jeff Arambel (Stakeholder).

RECITALS

1. City is considering a major revision to its General Plan to provide for the orderly development of lands in and around City.
2. City does not have sufficient funds to complete said revision at this time and has approved a "Stakeholder Funding Policy", a copy of which is attached hereto as Exhibit "A" and incorporated herein by reference.
3. It is in the interest of both parties to complete the revision at the earliest possible date so as to provide for the orderly development for said lands.
4. City intends to fund the General Plan Revision with funds advanced and to be refunded according to the terms of said Policy

EXECUTORY PROVISIONS

5. Stakeholder agrees to pay the sum of $ 250,000 , $125,000 to be paid concurrently with the execution of this agreement, and $125,000 to be paid prior to June 30, 2008.
6. City agrees to use said funds only for the purposes set forth in said Policy.
7. City agrees to repay said funds to Stakeholder according to the schedule set forth in paragraph 4(e) of said Policy. No interest will be paid on contributed funds.
8. If for any reason work is stopped on said General Plan Revision and is not completed a pro-rata share of unused funds shall be returned to Stakeholder and this agreement shall terminate.

In witness whereof, the parties have caused this agreement to be executed as of the date first hereinabove mentioned.

CITY

By _____

STAKEHOLDER

By _____ 7/11/07

EXHIBIT H
General Plan Stakeholder Funding Options

Jeffery E. Arambel 10/3/12

City of Patterson General Plan
Stakeholder Funding Options

Policy: The City of Patterson desires to embark on a major revision to the City's General Plan in order to ensure the timely and orderly growth of the City. In order to accomplish this in a timely manner, the City desires to seek Stakeholder participation in funding the revision.

Definitions:

1. Stakeholder: Any interested party who may stand to benefit by revisions to the General Plan. Stakeholders may include landowners, developers, builders, or other interested parties.

2. General Plan Fee: A fee established to fund General Plan updates/revisions as allowed by Section 66014 a. of the Government Code. The fee shall be sufficient to fund the current General Plan revision and provide funding for future updates.

3. Study Area: An area as approved by the City Council to be studied for possible inclusion into the City's General Plan.

4. General Plan Cost: The cost to revise the General Plan shall include all consultant and staff costs including time and materials to complete the finished project as described in the attached scope of work.

Process:

1. The City will contact known Stakeholders to determine their interest in participating in the funding of the General Plan revision.

2. Other Stakeholders will be sought based on land ownership adjacent to the current General Plan area.

3. Staff will determine potential contribution toward the General Plan update based on meetings with Stakeholders.

4. An agreement for Stakeholders to contribute shall be prepared based on the following principles:

   a. First and foremost, there is **no guarantee** that any Stakeholders land will be included in the final approved General Plan.

   b. Any Stakeholder who provides funding may participate and provide input to any general plan committee or to the Planning Commission and City Council. However, they will have no greater advantage in the process than any other interested party.

c. A general plan fee shall be established to fund the cost of the update and to pre-fund future updates to the general plan. This fee as adopted by the City Council shall be collected at the time of building permit.

d. On July 1 of each year following adoption of the General Plan, the City shall calculate portion the of the total General Plan fees collected that are designated for the current update and based on areas outside the 1992 adopted General Plan. The amount collected shall be disbursed by priority as follows:

1. Repayment of any City General Funds used to finance the General Plan Revision.

2. Distribution to Stakeholders based on a percentage basis of funds received.

For Example:

Total General Plan Cost: $1,300,000

	Contribution	Percent
Developer A	$200,000	15.4%
Developer B	$400,000	30.8%
Developer C	$150,000	11.5%
Developer D	$250,000	19.2%
Developer E	$50,000	3.9%
Developer F	$150,000	11.5%
Developer G	$100,000	7.7%
Total	**$1,300,000**	**100%**

July 1 after adoption of General Plan Fees Collected: $220,000

			Reimbursement
Developer A	$200,000	15.4%	$33,880
Developer B	$400,000	30.8%	$67,760
Developer C	$150,000	11.5%	$25,300
Developer D	$250,000	19.2%	$42,240
Developer E	$50,000	3.9%	$ 8,580
Developer F	$150,000	11.5%	$25,300
Developer G	$100,000	7.7%	$16,940
			$220,000

e. Developers who bring a project forward and have contributed toward the General Plan Revision, may receive a credit toward general plan fees, based on the amount contributed as outlined above.

f. No interest will be paid on funds contributed.

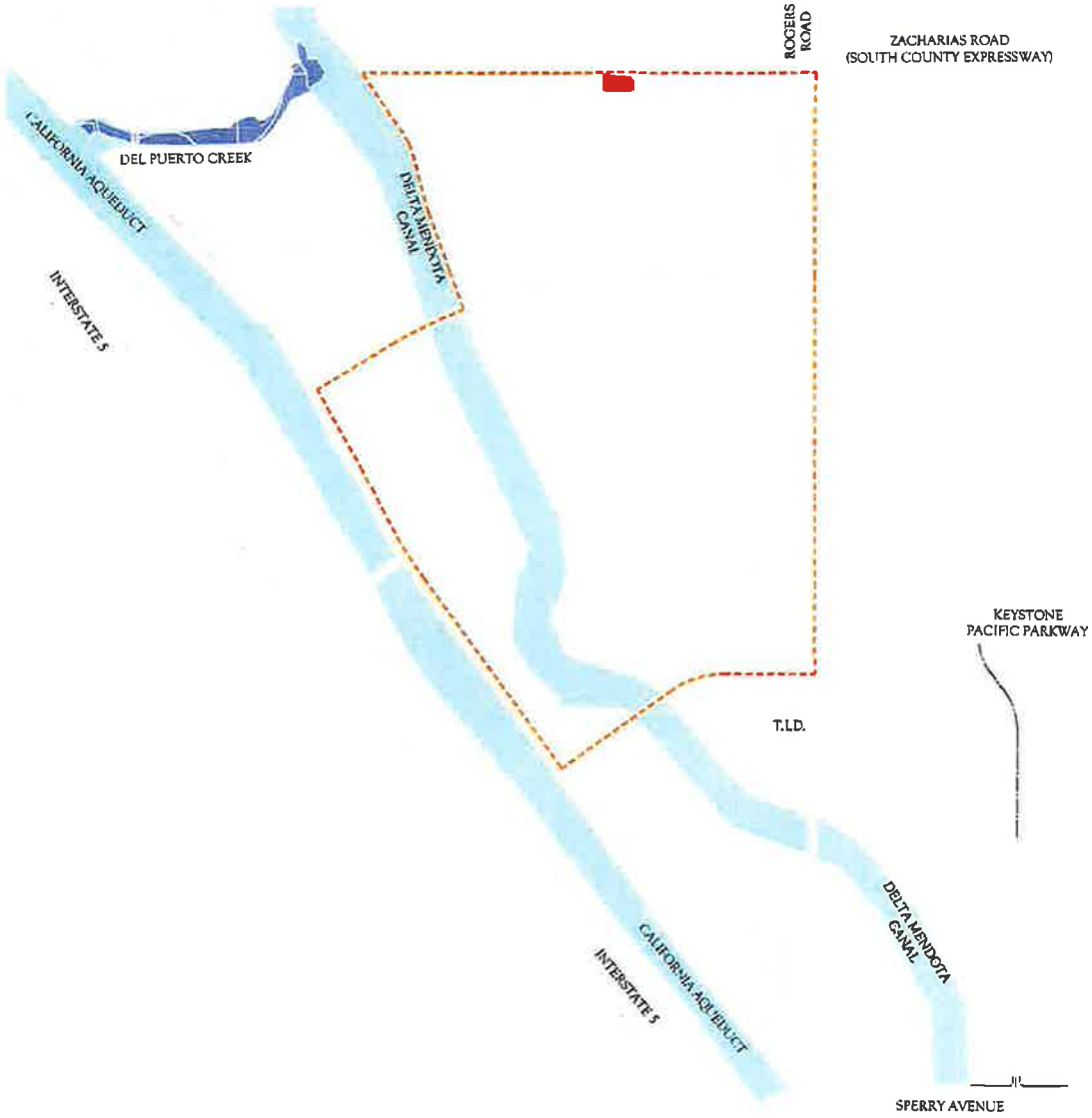
Why Participate:

The City Council has approved the project to move forward. They have currently budgeted $400,000 for the current fiscal year and anticipate $750,000 for 07-08 and $150,000 for 08-09. Each year the budget is prepared and adopted by June 30. The City's policy is to balance revenues and expenditures on an annual basis. Currently the General Plan Development Fee Fund has approximately $200,000. In order to fund this project from development fees, a loan will be required or additional funding from the general fund. General fund monies are used for fire, police, planning, parks and recreation and administration. Any general fund money will be competing with these uses. The City is committed to providing additional levels of police staffing in the coming years. This too will have a great impact on our general fund. If revenues run short, the general plan revision process could be delayed.

Any contributions received from stakeholders will lessen the potential impact on the general fund and allow the process to move forward on the current schedule.

EXHIBIT I
Map of Public Safety Site

Jeffery E. Arambel 10/3/12



LEGEND

PROPOSED CLASS I - BIKE PATH

STREAM CONSERVATION EASEMENT
(DEL PUERTO CREEK)

POTENTIAL ±5 ACRE
PUBLIC SAFETY FACILITES LOCATION
(ACTUAL SITE TO BE DETERMINED BY MUTUAL CONCENT
OF THE LAND OWNER AND THE CITY OF PATTERSON)

** SEE PROJECT DEVELOPMENT AGREEMENT AND CONDITIONS OF APPROVAL REGARDING DETAILS OF THE ITEMS LISTED ABOVE.

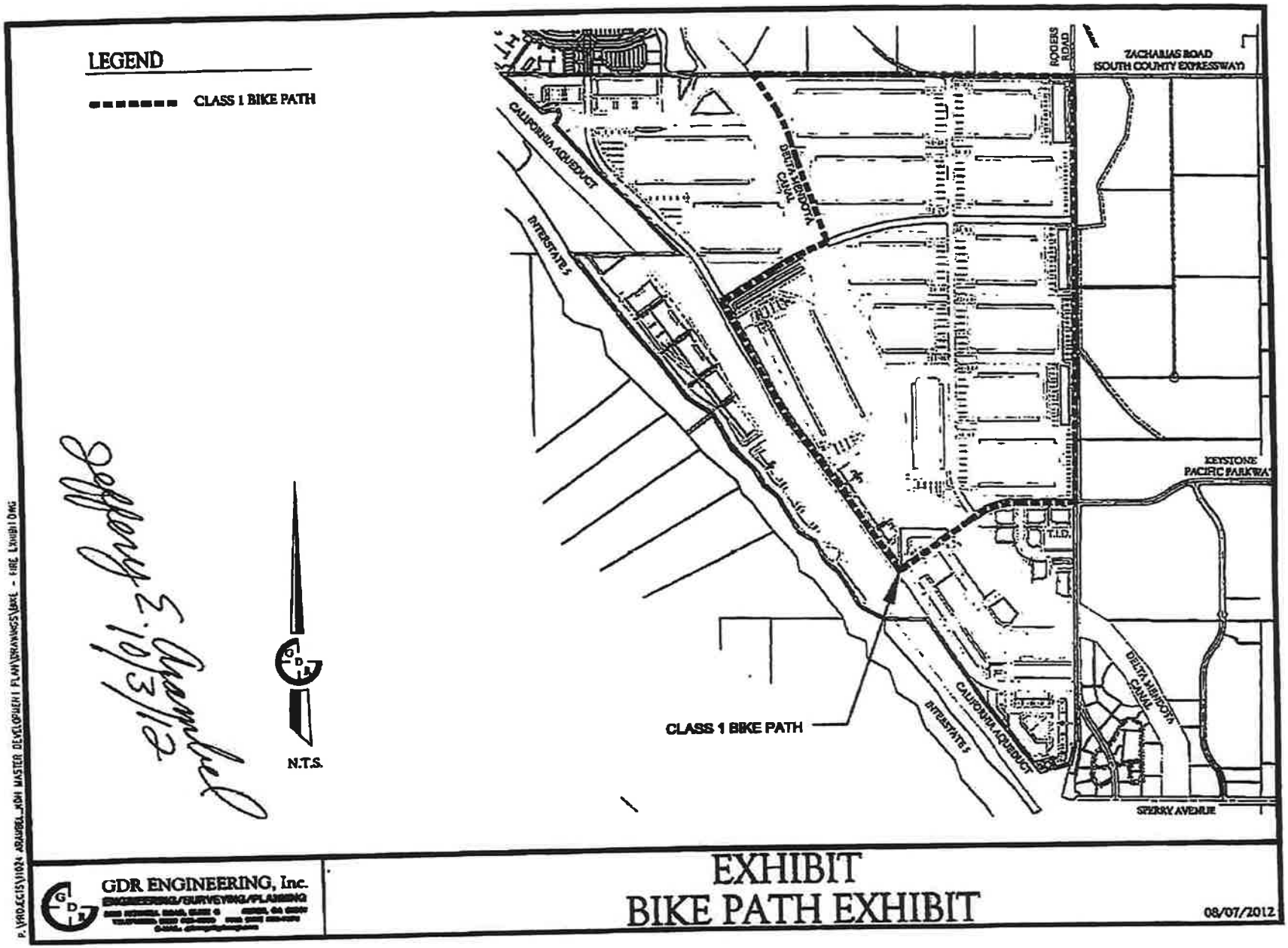
Arambel Business Park
KDN Retail Center & Business Park

Other Conditions of Approval

City of Patterson, Stanislaus County, State of California
November, 2012

EXHIBIT J
Bike Path Diagram

Jeffery E. Arambel 10/3/12



P:\PROJECTS\1024 ARAMBEL_MDH MASTER DEVELOPMENT PLAN\DRAWINGS\BIKE - FIRE EXHIBIT.DWG

EXHIBIT K
Conditions of Approval

Jeffery E. Arambel

Conditions of Approval		Timing/ Implementation	Enforcement/ Monitoring	Verification (date and Signature)
On-Going				
1.	The West Patterson Business Park Expansion Project (the "Project") involves the development of the Arambel Business Park and the KDN Retail Center/Business Park. Development of the Project shall be in accordance with the approved final development plan ("Final Development Plan"), as modified by these conditions and as may be modified by the development agreements between the City of Patterson ("City") and KDN Enterprises, Inc., and Jeffery E. Arambel, their assignees and successors, in whole or in part (individually and collectively, the "Developer"). These development agreements between the City and Developer shall be collectively known as the "Development Agreement". In the event that the terms of the conditions of approval provided in this document ("Conditions of Approval"), conflict with any terms in the Development Agreement, the terms of the Development Agreement shall control and these Conditions of Approval shall be deemed modified to conform with the Development Agreement.	Ongoing	Public Works Department and Community Development Department	
2.	All phases of development shall conform to the requirements of the Mitigation Monitoring and Reporting Program for the Project (the "MMRP"). Developer's submittal of a final map for any particular area to the City for approval shall constitute a "Phase" or "Phases". The development approved by this action is subject to the MMRP adopted as part of the Project entitlements. Developer shall record the MMRP on the titles of the properties within the Project as part of the Development Agreement. Developer shall deposit with the City sufficient funds to cover the cost of administering the MMRP, as determined by the Planning Director, at the time the final map is submitted to City.	Ongoing	Public Works Department and Community Development Department	

Conditions of Approval		Timing/ Implementation	Enforcement/ Monitoring	Verification (date and Signature)
3.	Approval of the Project's Final Development Plan shall run subsequent with the timeline for approving: the tentative map as prescribed by the Subdivision Map Act, and the Development Agreement, and shall comply with applicable standards of the City. The Development Agreement may extend the term of the Final Development Plan. The City Council may, upon good cause shown, grant a time extension in accordance with the Subdivision Map Act and applicable City standards.	Ongoing	Public Works Department and Community Development Department	
4.	Developer agrees to indemnify and shall hold harmless the City, its officers, agents, employees, and representatives from liability for claims of damage, including property damage and claims for personal injury, including death, which may arise from the operations of the Developer or those of its contractors, subcontractors, agents, employees or other persons acting on its behalf with respect to the Project. Developer agrees to indemnify and shall defend the City and its officers, agents, employees, and representatives from any and all actions for damages caused or alleged to have been caused by Developer's activities in connection with the Project. This indemnity agreement applies to all damages and claims for damages suffered or alleged to have been suffered arising out of or in connection to any and all Project operations, regardless of whether or not the City prepared, supplied or approved plans or specifications or both for the Project. Developer further agrees to indemnify, hold harmless, pay all costs and provide a defense for City in any action challenging the validity of the Development Agreement. Developer shall pay all costs for a separate defense for City in the event the City is required to tender a defense.	Ongoing	Community Development Department	
5.	All buildings within the Project shall be uniformly numbered with numbers visible from the street and internally illuminated or otherwise lighted.	Ongoing	Community Development Department and Fire Department	

	Conditions of Approval	Timing/ Implementation	Enforcement/ Monitoring	Verification (date and Signature)
6.	To help ensure public safety and to discourage trespassing, all canals and other open waterways within the Project shall be fenced as part of that Phase of development to preserve approved public access while preventing unsafe or illegal access. Developer shall develop a fencing plan to accomplish this condition (the "Fencing Plan"). The Fencing Plan must be approved by the City Planning Department. Nothing in this condition requires construction of fencing on land not owned by Developer.	Ongoing	Community Development Department	
7.	The Project shall conform to the requirements of the City's Municipal Code ("Municipal Code").	Ongoing	Community Development Department	
8.	The Project shall comply with the most recent building and fire codes as adopted by the City and the State of California.	Ongoing	Community Development Department and Fire Department	
9.	The reasonable cost of all inspections related to on-site and off-site improvements shall be borne by Developer in accordance with the City's then existing rates for such inspections.	Ongoing	Public Works Department and Community Development Department	
10.	Landscaping on any City right-of-way within the Project, including the maintenance and replacement of trees, shall be the responsibility of the Developer, unless and until City assumes such obligations in writing. Landscaping will comply with State Law AB 1881 (low water using landscaping). When City assumes the obligations for any landscaping within the Project in writing, Developer shall remain responsible for the landscaping for a period of one year following City's acceptance of the responsibility. After one year, City shall become responsible for maintaining the landscaping as agreed in writing. Notwithstanding, City may enter into agreements with private entities to perform the street tree maintenance and landscaping maintenance as set forth in this condition.	Ongoing	Public Works Department	

	Conditions of Approval	Timing/ Implementation	Enforcement/ Monitoring	Verification (date and Signature)
11.	Developer shall fund the Project's fair-share cost by participating in a Community Facilities District ("CFD") or other similar funding mechanism to expand the sewage treatment capacity of City's Wastewater Treatment Plant as needed to serve the Project. Developer may proceed with the first Phase of the Project, as set forth in the Development Agreement, prior to the City's Wastewater Treatment Plant's expansion project being completed. As an alternative, Developer may construct on-site sewage treatment facilities to serve the Project (i.e. a package plant).	Improvement Plans	Public Works Department	
12.	Developer shall mitigate its fair-share cost as identified in the Project's Final Environmental Impact Report ("FEIR") in accordance with the timeline identified in the Development Agreement. These costs include payments for consultants/contractor services for preliminary and final engineering, soils analysis, right-of-way acquisition, construction and inspection and other related expenses) the traffic impacts identified in the MMRP for the Project. Developer shall mitigate these costs by participating in a CFD or other agreed upon financing mechanism. Prior to the recordation of the final map, Developer shall establish a CFD or other agreed upon financing mechanism to fund these mitigation measures.	Ongoing	Public Works Department	
13.	Except as the utility companies may otherwise require, Developer shall provide City and other utility companies the reasonable opportunity to use and jointly occupy for the same purpose the "joint trench" provided by Developer for dry utilities to connect and provide utility service to the Project.	Ongoing		
General Design				
14.	Materials and dimensions of all walls and fences shall be consistent with applicable City standards and ordinances and with the Arambel Business Park, KDN Retail Center and Business Park Master Development Plan (the "Master Development Plan"), subject to the approval of the Community Development Department.	Design Ongoing	Community Development Department	

	Conditions of Approval	Timing/ Implementation	Enforcement/ Monitoring	Verification (date and Signature)
15.	Plans for all buildings shall be consistent with the approved architectural style, colors, and materials and shall be subject to review as outlined in the City's zoning code and with the Master Development Plan and with the States new green building code. The Master Development Plan shall: a) Specify that walls of more than 100 feet in length are to be broken up with vertical or horizontal elements or recesses to create shadow lines and building articulation. Alternative treatments may be approved by the Planning Director through design review. b) Require landscaping to screen structures from the roadway; and c) Prohibit the use of chain link fencing, barbed wire or razor wire adjacent to Rogers Road and Zacharias Road.	Design Ongoing	Community Development Department	
16.	Materials and dimensions of walls shall be consistent with applicable City standards and ordinances and with the Master Development Plan approved herein, subject to the approval of the Community Development Department.	Design Ongoing	Community Development Department	
17.	All sight distances for all corners shall conform to the City's sight distance requirements to the satisfaction of the City Engineer.	Design Ongoing	Public Works Department	
18.	The drainage plan for the Project shall conform to the Arambel Business Park and KDN Retail Center Storm Drainage Master Plan prepared by GDR Engineering dated March 2012 (the "Storm Drainage Master Plan"). Onsite storm drainage elements not shown on that Storm Drainage Master Plan shall be designed in conformance with City standards. The City Engineer or Public Works Director may approve minor modifications to the drainage plan where they will further City objectives related to the design and maintenance of stormwater conveyance facilities.	Design Ongoing	Public Works Department	

	Conditions of Approval	Timing/ Implementation	Enforcement/ Monitoring	Verification (date and Signature)
19.	All proposed percolation basins shall be protected against surface inflow from Del Puerto Creek during the 100-year flood.	Design Ongoing	Public Works Department	
20.	All new construction shall meet the requirements of the City Fire Department.	Design Ongoing	Fire Department	
Prior to Final Map				
21.	The Project shall incorporate the dedications and improvements in the final map submitted to City for that area of the Project included in the final map, including: a) In areas containing waterways or riparian vegetation, require stream conservation easements extending 100 feet from the high water mark, outside edge of existing riparian vegetation, or top of stream bank, whichever is greater. b) Require dedication of adequate land to house a Public Safety Facility in an area shown in the Development Agreement. This dedication is expected to involve between 1.5 and 5 acres. The Developer is eligible for reimbursement of land in excess of 2.5 acres in accord with the provisions of the Development Agreement. c) Require dedication of public access easements to include Class 1 bicycle path as shown on the Bike Path Diagram exhibit of the Development Agreement. d) Storm drainage basin areas, as set forth in the Development Agreement. e) Roadway rights of way.	At Recordation of the Final Map	Public Works Department	

	Conditions of Approval	Timing/ Implementation	Enforcement/ Monitoring	Verification (date and Signature)
22.	Developer shall pay all applicable AB 1600 impact fees including the general government impact fee, the community facilities impact fee, the street improvement impact fee, fees relating to sewer, water and storm drainage, and the public safety impact fees in accordance with applicable provisions of the Municipal Code, pursuant to the terms of the Development Agreement.	Prior to Building Permit	Public Works, Park and Recreation, and Community Development Departments	

23.	Developer shall grant all public utility easements required by the Public Works Director and City Engineer.	Prior to Final Map recordation	Public Works Department	
24.	Developer shall file a tentative map of the Project with the Planning Division for assigning addresses within the Project.	Prior to Final Map recordation	Community Development Department	
25.	No construction shall commence and no grading shall be performed prior to recording of the final map, unless special permission is granted in writing by the City Manager.	Prior to Final Map recordation	City Manager	
26.	Developer shall provide notice to all subsequent buyers of properties and new businesses located within 200 feet of existing agricultural operations of the existence and applicability of the City's Right-to-Farm ordinance.	Prior to Final Map recordation	Community Development Department	

Conditions of Approval	Timing/ Implementation	Enforcement/ Monitoring	Verification (date and Signature)
27. The water, sewer, storm drainage, traffic, fire and other public improvements that are a part of the EIR, Master Development Plan, and Development Agreement shall be individually and collectively referred to herein as an "Improvement" or the "Improvements". Prior to final map recordation of a particular phase, Developer shall submit Improvement plans prepared by a Registered Civil Engineer for construction of each Phase of Project Improvements. The Project Improvements shall include, but not be limited to, curbs, gutter, sidewalks, underground utilities, street lights with underground lighting, appropriate directional and regulatory traffic control signs, grading, erosion control, streets, adequate positive drainage, sewer system, water system, and appurtenant Improvements. Project Improvement plans may include a crossing at the California Aqueduct crossing that is designed as a four (4) lane road unless the City's Traffic Engineer and Fire Chief conclude that a lesser width is appropriate.	Prior to Final Map recordation	Public Works Department	

	Conditions of Approval	Timing/ Implementation	Enforcement/ Monitoring	Verification (date and Signature)
28.	Prior to recordation of the final map, Developer shall submit three copies of a landscaping plan for all newly created slope banks, common areas, public rights-of-way and for all street trees for that Phase of the Project. Said plan shall be prepared by a licensed landscape architect. The plan shall include: a) The location, type and size of all plant materials; native and low water use and drought resistant species shall be emphasized (AB 1881 compliance will be enforced); b) The extent and method of irrigation, emphasizing low-water use techniques wherever feasible. c) Erosion control systems during the period when plants are becoming established. d) Soil preparation, staking techniques and planting methods for all trees. e) Street trees provided at 30-feet on center. Street trees should be planted 3.5 to 5 feet behind the back of sidewalk (except where a planter strip is provided between the sidewalk and curb) to avoid future sidewalk damage. Underground utility locations shall be considered in the location of such street trees. Installation shall be in accordance with City standards.	Prior to Final Map recordation	Public Works Department and Community Development Department	
29.	Complete grading and drainage plans shall be submitted to and approved by the City Engineer prior to the recordation of the final map.	Prior to Final Map recordation	Public Works Department	
30.	Developer shall procure easements or consents from affected landowners for any diversion of historical flow, changes in drainage conditions, or acceptance of any additional water flowing over the Project property, as determined by the City Engineer and according to law.	Prior to Final Map recordation	Public Works Department	

Conditions of Approval		Timing/ Implementation	Enforcement/ Monitoring	Verification (date and Signature)
31.	Prior to the approval of the final map for each Phase of development, Developer shall submit plans for implementation of all applicable Project transportation Improvements necessary for development of that particular Project development Phase. Said plans shall be prepared to the satisfaction of the City Engineer and reviewed and approved by the City Engineer, and shall include construction phasing and traffic management plans. This condition does not apply to transportation Improvements outside the Project area, financed by a CFD or similar financing mechanism and built by a party other than Developer.	Prior to Final Map recordation	Public Works Department	
32.	Developer shall dedicate and improve all internal streets and roadways within the Project in accordance with the final development plan for each final map. Said streets and roadways shall be constructed pursuant to City standards and satisfaction of the City Engineer.	Prior to Final Map recordation	Public Works Department	
33.	Developer shall provide all necessary on-site easements for streets, sewers, water facilities, utilities, drainage facilities, and other facilities as required by the City, prior to or in conjunction with recordation of the final map. Said easements shall be subject to the review and approval of the City Engineer and the City Attorney.	Prior to Final Map recordation	Public Works Department and City Attorney	
Prior to Construction Activities / Approval of Improvement Plans				
34.	All planted areas within the Project shall be separated from driveways by concrete curbs.	Prior to Approval of Improvement Plans	Community Development Department	

	Conditions of Approval	Timing/ Implementation	Enforcement/ Monitoring	Verification (date and Signature)
35.	When terminal storm drainage facilities are not available during early Phases of construction, new development will be allowed to utilize temporary retention facilities as an interim drainage solution. These temporary retention facilities shall be sized to hold two (2) times the runoff volume generated by the area contributing to them in a 10-year, 48-hour storm. These temporary retention facilities shall be fenced if slopes are steeper than allowed for permanent basins or if they are to be in place for more than one (1) year. Temporary retention basins are only an interim solution and Developer is required to fill and decommission them when permanent downstream terminal storm drainage facilities are completed and functional.	Prior to Approval of Improvement Plans	Public Works Department	
36.	Developer is required to obtain all necessary approvals for infrastructure crossings for Del Puerto Creek and the Delta Mendota Canal. Documentation of said approvals shall be promptly provided to the City Engineer or Public Works Department.	Prior to Approval of Improvement Plans	Public Works Department	
37.	Developer is required to obtain all necessary approvals as required for infrastructure crossings for the California Aqueduct. Documentation of said approvals shall be promptly provided to the City Engineer or Public Works Department.	Prior to Approval of Improvement Plans	Public Works Department	

	Conditions of Approval	Timing/ Implementation	Enforcement/ Monitoring	Verification (date and Signature)
38.	The proposed percolation basin near the intersection of Rogers Road and Zacharias Road shall include a separate gravity outlet pipe to Del Puerto Creek to the north that will function in the event that percolation does not adequately drain the facility. The outlet pipe will require a drainage flap gate (or tide gate) at its discharge to Del Puerto Creek to prevent backflow surcharging into the percolation basin during high flows in Del Puerto Creek. At the percolation basin, a manually operated sluice gate will be required at the inlet to the gravity outflow pipe. This sluice gate shall remain shut and will only be opened if the percolation basin is not functioning properly.	Prior to Approval of Improvement Plans	Public Works Department	
39.	Fire hydrants shall be located within the Project to the Fire Chief's specifications. Fire hydrant type and fire hydrant flows shall meet all City standards.	Prior to Approval of Improvement Plans	Fire Department	
40.	All water, gas, sewer, underground electrical power, cable T.V., or telephone lines, or conduits, or underground drain lines shall be installed according to the approved Project Improvement plans prior to occupancy. Utility stub connections to property boundaries of each lot are required and may be omitted only with written permission of the City Engineer.	Indicated on Improvement Plans and Prior to Occupancy.	Public Works Department	
41.	All new telephone facilities shall be underground except where indicated by the telephone company upon engineering of the Project.	Indicated on Improvement Plans and Prior to Occupancy.		
42.	Street lights will be provided and installed to the satisfaction of the Public Works Director or City Engineer. The type, height, and design of street lights shall be subject to review and approval by the City and will direct lighting downward, shielding to the greatest extent practical, light exposure beyond that needed for proper intersection lighting.	Prior to Approval of Improvement Plans	Public Works Department and Community Development Department	

	Conditions of Approval	Timing/ Implementation	Enforcement/ Monitoring	Verification (date and Signature)
43.	All Project utilities shall be underground, unless otherwise agreed to in writing by the City. All existing overhead utilities adjacent or within the Project shall be placed underground or relocated by the applicable Phase prior to issuance of occupancy for that Phase, subject to any applicable utility company's approval.	Indicated on Improvement Plans and Prior to Occupancy.	Public Works Department and Community Development Department	
44.	All streets, alleys, sidewalks, curbs, and gutters adjacent to the Project shall be improved as necessary to provide safe vertical and horizontal transitions to connect Improvements constructed within the Project to existing Improvements, as directed by the City Engineer. Any street, alley, sidewalk, or curb damaged by Developer or its agents or employees shall be repaired, prior to final approval of Improvements by the City Council or sooner at the discretion of the City Engineer.	Prior to Approval of Improvement Plans	Public Works Department and Community Development Department	
45.	The paving sections for the public and private streets shall be designed on the basis of an R Value Test, and Traffic Index to carry the anticipated traffic loads, but shall be no less than 2" of AC over 6" CI2/Base for local streets and 3" AC over 8" CI2/Base for collectors or as needed to support heavy vehicle traffic. This design shall be subject to the approval of the City Engineer or Public Works Department.	Prior to Approval of Improvement Plans	Public Works Department	
46.	Developer shall install street frontage Improvements within the Project to the satisfaction of the City Engineer or Department of Public Works. These Improvements may include, but are not limited to, grading, curb and gutter, sidewalk, paving, storm drain, sanitary sewer, and potable and non-potable water facilities.	Prior to Approval of Improvement Plans	Public Works Department	
47.	Interior vehicle roads shall be designed to be capable of withstanding loads imposed by trash and delivery trucks.	Prior to Approval of Improvement Plans	Public Works Department	
48.	Landscaping and street trees shall be provided along all Project street frontages in accordance with City standards. Landscaping shall be replaced at Developer's expense, when necessary, as determined by the Community Development Department and the Public Works Department.	Prior to Approval of Improvement Plans	Public Works and Community Development Department	

	Conditions of Approval	Timing/ Implementation	Enforcement/ Monitoring	Verification (date and Signature)
49.	Prior to placement of lumber or other combustible materials in the Project, the domestic water system, including fire hydrants, shall be installed and tested and all-weather roads shall allow access to all areas of the Project, pursuant to the standards of City's Fire Department and Public Works Department.	Prior to Approval of Improvement Plans	Public Works Department and Fire Department	
50.	The size, shape, arrangement and location of walkways, parking areas and landscaped areas shall be developed in substantial conformity with the Master Development Plan, which shall be consistent with City standards and ordinances and the City's Community Design Guidelines and Downtown Physical Design Plan ("Community Design Guidelines"). The City Planner shall determine conformity with the Community Design Guidelines. In the event of a disagreement between Developer and the City Planner, Developer can appeal the City Planner's conformity determination to the City Council.	Prior to Approval of Improvement Plans	Public Works Department and Community Development Department	
51.	Street trees shall be required on all new roads; the type, size and location shall be in accordance with the Master Development Plan and the City's street tree list and be approved by the City Planner and Public Works Director.	Prior to Approval of Improvement Plans	Public Works Department and Community Development Department	
52.	Developer shall ensure that signs, fences, walls, entry gates and entry features are consistent with the Municipal Code, Community Design Guidelines, and the Project's Master Development Plan. Signs shall be located outside the public road right-of-way and shall not interfere with driver sight distance requirements at intersections.	Prior to Approval of Improvement Plans	Community Development Department	
53.	Prior to any development of the Project, Developer shall submit to City a final master sign program. Said sign program shall be reviewed and approved by City in accordance with the relevant provisions of the City's zoning code.	Prior to Approval of Improvement Plans	Community Development Department	

Conditions of Approval		Timing/ Implementation	Enforcement/ Monitoring	Verification (date and Signature)
54.	All grading and vegetation removal/landscaping plans shall require a grading permit that will be reviewed and approved by the City Engineer, or Public Works Director for consistency with applicable landscaping standards.	Prior to Approval of Improvement Plans	Public Works and Community Development Departments	
55.	Project boundaries that are adjacent to agricultural operations shall be designed so that a physical separation, such as a row of trees, wall, or fence, will be planted or constructed between new buildings and existing agricultural land uses. Dense landscaping shall be provided along the Project's western frontage in areas visible from the Interstate 5.	Prior to Approval of Improvement Plans	Community Development Department	
56.	Landscaping and irrigation shall be installed on all yards, and side yards of lots when visible from public streets and shall be irrigated by the non-potable water system.	Prior to Approval of Improvement Plans	Public Works and Community Development Department	
57.	The final landscaping plan for each Phase of all common areas shall be approved by the City Planner and Public Works Director prior to building permit issuance for any Improvements, and shall incorporate landscaped entry feature(s) at the Project's entrances located along Zacharias Road and Rogers Road. Said landscaped entry features shall reflect the right-of-way and roadway section Improvements approved by the City Council.	Prior to Approval of Improvement Plans	Public Works and Community Development Department	
58.	Unless otherwise approved in writing by the City Manager, there shall be no occupancy of any building within a Phase of the Project until all Improvements for that Phase have been dedicated and accepted by the City. The City Manager or City Council may grant an exception to this condition for Improvements funded by a CFD or similar financing mechanism and built by a party other than Developer. Any such exception to this condition shall not be unreasonably withheld. Except as set forth above in the preceding sentence, no request for occupancy, either temporary or final, shall be approved until all Improvement conditions are completed and accepted or approved, or are in suitable condition and deemed satisfactory to the City Engineer.	Prior to Approval of Improvement Plans	Public Works Department	

	Conditions of Approval	Timing/ Implementation	Enforcement/ Monitoring	Verification (date and Signature)
59.	Developer shall enter into an agreement for each Phase of the Project that the Developer is building with the City for Developer to perform the installation and construction of the Improvements. Developer shall post bond, cash deposit, instrument of credit, or such other security which conforms with state law and as approved by the City Attorney, guaranteeing the installation and construction of all required Improvements within 24 months from recordation of the final map or within an approved time extension in accordance with the provisions of the Municipal Code.	Prior to Approval of Improvement Plans	Public Works Department	
60.	All Project Improvements shall be constructed in conformity with the City's standard specifications, unless otherwise directed by the City Engineer or Public Works Director or as defined in the Final Development Plan and tentative map.	Prior to Approval of Improvement Plans	Public Works Department	
61.	Developer shall be responsible to City for all actions of his or her contractors and subcontractors.	Prior to Approval of Improvement Plans	Public Works Department	
62.	Developer shall set all monuments required by the Subdivision Map Act before the Improvement bond or security is released.	In accordance with the Map Act.	Public Works Department	
63.	Project Improvement plans for each Phase, shall include, but not be limited to, curbs, gutter, sidewalks, underground utilities, street lights with underground wiring, appropriate directional and regulatory traffic control signs, grading, erosion control, streets, adequate positive drainage, sewer system, water system, and appurtenant Improvements and shall be submitted concurrently for the Project unless otherwise permitted by the City Engineer or Public Works Director. Said plans shall also include construction cost estimates, plan check fees, soils and geologic reports (as necessary) and all pertinent engineering design calculations.	Prior to issuance of a building permit.	Public Works Department	
64.	Faithful performance, labor, and material bonds (each to be 100% of the City Engineer's Estimate) shall be posted with the City to cover all public Improvements prior to recordation of the final map and prior to the start of construction	Prior to recording of final map.	Public Works Department	

	Conditions of Approval	Timing/ Implementation	Enforcement/ Monitoring	Verification (date and Signature)
65.	Developer shall provide the original mylars and electronic copies of all public Improvement plans, modified to reflect the field changes made during construction. Said plans shall be stamped "Record Drawings" and submitted to the City prior to occupancy clearance.	Prior to City acceptance of public improvements.	Public Works Department	
66.	Developer shall provide City with one set of mylar and three sets of blue line prints of the record drawings Improvement plans, as well as the electronic files.	Prior to City acceptance.	Public Works Department	
67.	Developer shall deposit with City, at first plan check submittal, adequate funds to employ a qualified independent engineering consultant selected by and contracting with the City to review grading and drainage Improvement plans. Prior to construction the Developer shall deposit with the City funds to cover the cost of the site inspection to inspect the site and an independent and qualified soils engineer whom shall submit tests and reports to certify that each of the Project lots are ready for construction prior to issuance of a building permit thereon.	Prior to Approval of Improvement Plans	Public Works Department	
68.	Where the difference in average elevations between adjacent lots is in excess of six inches, slope shall not exceed 2 to 1 grade or a grade found reasonable in the soils report, or a retaining wall shall be required.	Prior to Approval of Improvement Plans	Public Works Department	
69.	Prior to any site grading or construction, an erosion control plan and program shall be submitted to and approved by the City Engineer or Public Works Department. Said plan and program shall address specific temporary and permanent erosion control measures associated with the Project.	Prior to Approval of Improvement Plans	Public Works Department	

	Conditions of Approval	Timing/ Implementation	Enforcement/ Monitoring	Verification (date and Signature)
70.	In the event phased grading is permitted by the City Engineer or Public Works Director, Developer shall install the required drainage facilities concurrently with the rough grading operations. With prior approval from the City Engineer or Public Works Director, Developer may delay construction of the required permanent drainage facilities by providing an interim drainage and erosion control plan, and constructing interim Improvements, to mitigate any potential flooding and erosion that may adversely affect adjacent properties and public rights-of-way.	Prior to Approval of Improvement Plans	Public Works Department	
71.	Drainage facilities, intended to service any Phase of the Project, shall be provided and constructed as directed and approved by the City Engineer or Public Works Director, prior to acceptance of Improvements by the City Council.	Prior to Approval of Improvement Plans	Public Works Department	
72.	Lots shall drain into a street or approved drain in such a manner that there will be no un-drained depressions. The design of all drains shall be subject to the review and approval of the City Engineer or Public Works Director.	Prior to Approval of Improvement Plans	Public Works Department	
73.	Developer shall submit an engineering cost estimate with the grading and Improvement plans. Developer's engineer shall sign and stamp the calculation and cost estimates prior to issuance of building permits.	Prior to Approval of Improvement Plans	Public Works Department	
74.	Prior to issuance of the first grading permit for each Phase, final right-of-way width and routes for drainage channels, pipelines, and service roads needed to serve each Phase of the Project shall be established. Plan Lines for all major roads need to be established as well for that particular phase.	Prior to Approval of Improvement Plans	Public Works Department	
75.	Measures to control erosion during construction shall be incorporated into the grading plans, and shall be subject to review and approval by the City Engineer.	Prior to Approval of Improvement Plans	Public Works Department	

	Conditions of Approval	Timing/ Implementation	Enforcement/ Monitoring	Verification (date and Signature)
76.	Prior to issuance of a grading permit, Developer shall submit a soils report, prepared by a registered geologist or qualified civil engineer, concerning soil conditions for grading, excavations, slope stabilization and landscaping, and footing and foundation construction.	Prior to Approval of Improvement Plans	Public Works Department	
77.	Developer shall obtain a grading permit for on-site excavation and fill prior to construction.	Prior to Approval of Improvement Plans	Public Works Department	
78.	Upon submittal of the final map for any Phase of the Project, Developer shall set forth the following Improvements within the area associated with that particular final map. Improvements shall include the following: timing for completion of transportation, potable water, non-potable water, wastewater, storm drain, and public facility infrastructure Improvements as it relates to Project Phases and building square footages. Improvements financed by a CFD or similar funding mechanism and constructed by a party other than Developer shall be referenced in each Phase of development, but Developer will not be responsible for the timing of the completion of said Improvements. The phasing shall reflect the following: a. Phasing of Improvements shall match the Infrastructure Trigger requirements set forth in the Development Agreement. b. The phasing for each stage of development shall specify that, in the area between I-5 and the California Aqueduct, no construction shall take place more than one-half mile north of the bridge crossing the Aqueduct until a secondary access point is provided from the North or East to the satisfaction of the Fire Chief, and consistent with Fire Code. c. No construction shall take place north of Del Puerto Creek until two access points to the Project are provided to the satisfaction of the Fire Chief.	Prior to Approval of Improvement Plans	Public Works Department and Fire Department	

	Conditions of Approval	Timing/ Implementation	Enforcement/ Monitoring	Verification (date and Signature)
79.	A water infrastructure improvement plan for each Phase of the Project and based on the Project's Potable Water Master Plan, dated April 2012 shall be submitted to the City Engineer for review and approval and shall contain, as a minimum: (1) a layout of the complete system; (2) all facility sizes, including support calculations; (3) construction phasing; and (4) construction cost estimates. The phasing plan shall include provisions to ensure that: a) A private non-potable well will be drilled before occupancy of any building; b) A new 1.4 million gallon water tank will be installed and dedicated prior to occupancy of any building after 130 acres of the project have been developed unless the Fire Chief requires earlier installation for fire suppression during construction. The City Engineer or Public Works Director may approve minor modifications to the water infrastructure improvement plan where they will further City objectives related to the design and maintenance of water facilities.	Prior to Approval of Improvement Plans	Public Works Department	

	Conditions of Approval	Timing/ Implementation	Enforcement/ Monitoring	Verification (date and Signature)
80.	A sewer infrastructure improvement plan for each Phase of development based on the Project's Sanitary Sewer Master Plan dated April 2012 shall be submitted to the City Engineer for review and approval and shall contain, at a minimum; (1) a layout of the complete system; (2) all facility sizes, including support calculations; (3) construction phasing; ; (4) construction cost estimates; and (5) either funding for the wastewater plant expansion through participation in a CFD or other similar financing district or provisions to ensure construction of on-site sewage disposal. The phasing plan shall include provisions to ensure that plant expansion or an on-site sewage treatment plant is complete before occupancy of more than 7.5 Million square feet of building area within the Project. Said plan shall include provisions to ensure adequate sewage capacity is available at all Phases of development of the Project.	Prior to Approval of Improvement Plans	Public Works Department	
81.	A storm drainage infrastructure improvement plan based on the Project's Storm Drainage Master Plan dated March 2012, for each Phase of development as reasonably needed to meet the requirements of the Project shall be submitted to the City Engineer or Public Works Director for review and approval and shall contain, as a minimum; (1) a layout of the complete system; (2) all facility sizes, including support calculations; (3) construction phasing; and (4) construction cost estimates.	Prior to Approval of Improvement Plans	Public Works Department	
82.	A transportation infrastructure improvement plan for each Phase of development based on the Final Development Plan shall be submitted to the City Engineer or Public Works Director for review and approval and shall contain, at a minimum: (1) a layout of the complete system; (2) all facility sizes, including support calculations; (3) construction phasing; and (4) construction cost estimates for Improvements identified in the Development Agreement.	Prior to Approval of Improvement Plans	Public Works Department	

Conditions of Approval		Timing/ Implementation	Enforcement/ Monitoring	Verification (date and Signature)
83.	The Project shall include Class One bike paths as shown in the Bike Path Diagram exhibit in the Development Agreement.	Prior to Approval of Improvement Plans	Public Works Department and Community Development Department	
84.	All public street Improvements shall be as required in the Municipal Code or as described in the Final Development Plan, Master Development Plan, or in any duly adopted sections of the General Plan, and shall be constructed as directed by the City Engineer. The location and design of all private streets and alleys shall be subject to the review and approval of the City Engineer. All street names are to be approved pursuant to the City's street naming policies.	Prior to Approval of Improvement Plans	Public Works Department	
85.	Detention basins shall be built per the Project's Storm Drainage Master Plan dated March 2012.	Prior to Approval of Improvement Plans	Public Works Department	
Prior to Issuance of Building Permits				
86.	Developer shall cause all-weather roads and water supply facilities to be constructed prior to construction of any buildings. Roads shall be free of trenches and obstructions to the passage of emergency vehicles, to the satisfaction of the Public Works Department and the Fire Department.	Prior to Issuance of Building Permits	Public Works Department and Fire Department	
87.	Parcels within the Project shall participate in a Fire Protection CFD. Developer shall cause any improved parcel within the Project to participate in said district prior to development or improvement of the parcel.	Prior to Issuance of Building Permits	Public Works Department and Fire Department	
88.	Developer shall install adequately sized utility services and laterals, if appropriate, to each lot prior to final acceptance of Improvements by Phase.	Prior to Issuance of Building Permits	Public Works Department and Community Development Department	
89.	Prior to issuance of any building permit, Developer shall enter into an agreement with the City requiring that Improvements be installed to serve the applicable Phase of the Project, in accordance with the Development Agreement's infrastructure trigger requirements.	Prior to Issuance of Building Permits	Public Works Department and Community Development Department	

	Conditions of Approval	Timing/ Implementation	Enforcement/ Monitoring	Verification (date and Signature)
90.	Developer shall pay for, and install, street name signs, traffic regulatory and warning signs, and any necessary street striping and markings as required by the City Engineer or Public Works Director. The signs shall conform to the City's requirements and shall be purchased by the Developer. Striping and signing shall be paid for by the Developer subject to review and approval of the City, and made a part of the Improvement plans.	Prior to Issuance of Building Permits	Public Works Department	
91.	City or Developer may develop a maintenance program for the right-of-way landscaped areas between all roads and any approved noise walls, other walls, street trees, street lights, traffic signals, drainage facilities, and bicycle lanes. Developer shall pay all costs for the formation and participation in a CFD or other such funding mechanism to finance said maintenance program. Developer may maintain all drainage basins, walls, street trees, street lights, and bicycle lanes subject to a right-of-retention to be outlined in a Business Owners Association ("BOA"), Project Covenants, Conditions and Restrictions ("CC&Rs") or other similar device as approved by the City and to the satisfaction of the Public Works Director.	Prior to Issuance of Building Permits	Community Development and Public Works Department	
92.	Prior to issuance of a building permit for new structures, an exterior lighting plan and site lighting footcandle plan shall be prepared by Developer and submitted to City. Said plans shall be subject to the review and approval of the Community Development and Police Departments.	Prior to Issuance of Building Permits	Community Development and Police Departments	
93.	Prior to issuance of a certificate of occupancy for all new structures, all ducts, meters, air conditioning equipment, and all other mechanical equipment, whether on the ground, on the structure or elsewhere, shall be screened from public view at street level with materials architecturally compatible with the main structure or through the use of landscaping. Plans for screening of such equipment shall be subject to the review and approval of the Community Development Department prior to issuance of a building permit.	Prior to Issuance of Building Permits	Community Development Department	

Conditions of Approval		Timing/ Implementation	Enforcement/ Monitoring	Verification (date and Signature)
94.	Prior to issuance of a building permit for each building, a site plan shall be submitted identifying the location of all trash containers. Each site plan shall be reviewed and approved by the Public Works Director and Community Development Department. Trash enclosures shall be constructed to City standards and shall be architecturally compatible with the design of the building and shall be laid out for easy access by collection trucks.	Prior to Issuance of Building Permits	Public Works Department and Community Development Department	
95.	Where trash bin enclosures are to be installed abutting structures, the common wall shall be of a noncombustible masonry type material with no openings for vents or windows.	Prior to Issuance of Building Permits	Community Development Department	
96.	Developer shall provide bicycle racks within the Project. The location of all Project bicycle racks shall be consistent with City standards and requirements and approved by the Community Development Department and shown in the Master Development Plan.	Prior to Issuance of Building Permits	Community Development Department	
97.	Developer shall provide design details (or vendor specifications) for all streetscape items with the first building permit applications.	Prior to Issuance of Building Permits	Community Development Department	
98.	Developer shall submit a deposit to cover the installation of irrigation, landscaping, and plant materials in the public right-of-way based upon cost estimates approved by the City. If Developer enters into an agreement with City to maintain landscaping in the public right-of-way, then no deposit shall be required to cover the installation of irrigation and plant materials.	Prior to Issuance of Building Permits	Community Development and Public Works Department	
99.	Fire lanes and access roads within the Project must be installed prior to construction of the first building and be to the satisfaction of the Fire Chief.	Prior to Issuance of Building Permits	Fire Department	
100.	Prior to issuance of the first building permit of each Project area (e.g., KDN Retail Center), Developer shall submit a master sign program for said Project area which shall be reviewed and approved by the Community Development Department.	Prior to Issuance of Building Permits	Community Development Department	

Conditions of Approval		Timing/ Implementation	Enforcement/ Monitoring	Verification (date and Signature)
101.	Prior to building permit issuance, Developer shall demonstrate to City full compliance with the provisions of Government Code Section 65995 et seq. as amended by the Leroy R. Greene School Facilities Act of 1998.	Prior to Issuance of Building Permits	Patterson Unified School District	
102.	All grading construction debris materials shall be removed and disposed in a dumpsite prior to any excavation or fill operations or as directed in writing by City.	Prior to Issuance of Building Permits	Public Works Department	
103.	Prior to issuance of a building permit, City shall verify that sufficient water pressure and capacity exists to serve that part of the Project where development or improvement is to occur.	Prior to Issuance of Building Permits	Public Works Department	
104.	Design of the proposed project facilities shall include provisions to minimize water requirements, including the use of the following, to the extent deemed practical by the City "best available technology" or "BAT": a) Use of low-flow fixtures, including shower heads and toilets as per the Uniform Building Code. b) Use of drought-tolerant, native landscaping (e.g. compliance with AB 1881).	Prior to Issuance of Building Permits	Public Works Department	
105.	City shall not issue any building permits for new construction within the Project without demonstrated assurance of adequate potable water supplies, adequate sewage collection and treatment capacity, and adequate storm drainage capacity to support such development.	Prior to Issuance of Building Permits	Public Works Department and Community Development	
106.	Final inspection of the sewer and storm drain system shall be by a televised inspection device as approved by the City Engineer or Public Works Director and in conformance with City standards and at Developer's expense.	Prior to Issuance of Building Permits	Public Works Department	
Prior to Issuance of Certificates of Occupancy				

	Conditions of Approval	Timing/ Implementation	Enforcement/ Monitoring	Verification (date and Signature)
107.	All common areas, amenities, non-potable irrigation systems and drainage basins shall be administered and maintained by a property owner or Business Owner's Association (BOA) with CC&Rs or other similar mechanism composed of all businesses or property owners within the Project.	Prior to Issuance of Certificates of Occupancy	Community Development Department	
108.	Prior to issuance of a certificate of occupancy, accessible parking spaces shall be provided consistent with the requirements of the Americans with Disabilities Act, State Disabled Access Regulations, and City requirements.	Prior to Issuance of Certificates of Occupancy	Community Development Department	
109.	Prior to issuance of a certificate of occupancy for each building, Developer shall install an alarm system per Police Department guidelines.	Prior to Issuance of Certificates of Occupancy	Police Department	
110.	Prior to issuance of a certificate of occupancy for each building, Developer shall install security cameras to the satisfaction of the Police Chief.	Prior to Issuance of Certificates of Occupancy	Police Department	
111.	Developer shall install all common area signs, fences, street trees and landscaping materials according to the approved plans and in conjunction with other Project Improvements, unless the Planning Director approves an alternative schedule in writing. If these Improvements are located in public Right-of-way then Developer must pay City a security deposit to ensure installation of these features unless Developer establishes a BOA with CC&Rs that provides the City with rights to access to cure any deficiencies.	Prior to Issuance of Certificates of Occupancy	Community Development Department	
Construction Period				
112.	All construction activities, including the warming of construction vehicle engines, shall be limited to Monday through Saturday. However, construction may occur on Sunday if the construction activities are no closer than 300 feet to any occupied residences. Construction shall only occur between the hours of 7 A.M. to 7 P.M. Developer shall cause this condition to be disclosed in writing to all owners of land within the Project. At the discretion of the Public Works Director these hours may be extended and these distances may be reduced.	Ongoing	Public Works Department	

Conditions of Approval		Timing/ Implementation	Enforcement/ Monitoring	Verification (date and Signature)
113.	All final Conditions of Approval for the Project shall be printed on or attached to the building plans or Improvement plans. These shall be in the form of a photocopy of the final action letter of the decision maker (preferably printed as a separate numbered sheet) submitted to the City for all applications for development or improvement of parcels within the Project.	Ongoing	Public Works and Community Development Department	
114.	Developer shall prepare and submit a waste management plan that must demonstrate how all stages of development and construction will comply with the City's construction and demolition waste ordinance and will result in diversion of at least 50% of the construction debris generated by the Project.	Ongoing	Public Works and Community Development Department	
115.	If unanticipated archaeological remains are encountered during construction, activity shall be temporarily suspended until a qualified archaeologist is retained by Developer to evaluate the potential significance of the find during a Phase 2 archaeological study performed pursuant to the City's archaeological guidelines. If considered significant, a mitigation program funded by Developer shall be carried out to the satisfaction of City.	Ongoing	Community Development Department	
116.	Temporary restroom and sanitation facilities shall be on the job-site and be properly maintained until completion of all construction.	Ongoing	Community Development Department	
117.	It is the Developer's responsibility to ensure that contractors use watering, dust fences, or other methods as approved by the City, to control dust throughout the construction operation. Developer shall use all reasonable efforts to obtain non-potable water for construction or dust control purposes. This condition shall not be interpreted as prohibiting the use of City water supplies for the irrigation of street lines and landscaping required in common areas.	Ongoing	Public Works Department	
118.	Developer or his or her agents or employees shall be responsible for removal and clean up of any spill on public streets during grading operations.	Ongoing	Public Works Department	

Conditions of Approval		Timing/ Implementation	Enforcement/ Monitoring	Verification (date and Signature)
119.	Developer shall cause the stub ends of all streets planned for future continuation to be temporarily protected with warning barricades, redwood headers or equivalent, and bars, as required by the City Engineer.	Ongoing	Public Works Department	
120.	Developer shall obtain an encroachment permit from the Public Works Department or other appropriate right-of-way owner for all work in the public right-of-way.	Ongoing	Public Works Department	
121.	Developer shall be responsible for repair of all damages to existing and new telephone facilities caused by workers or subcontractors under the direction of Developer.	Ongoing	Public Works Department	
122.	Developer shall cause the onsite storm water quality measures shall conform to the City's Storm Water Management Program, the construction general permit and other state laws.	Ongoing	Public Works Department	

EXHIBIT L
Financeable CFD Improvements

Jeffery E. Arambel 10/3/12

EXHIBIT L
FINANCEABLE CFD IMPROVEMENTS

The City of Patterson shall provide the following public facilities improvements for the Project. The City and the Developer shall work together to pursue the establishment of a new community facilities district ("New CFD") or other similar financing mechanisms to fund the completion of the Improvements included in this **Exhibit L** pursuant to Article 6 of the Development Agreement. Developer will pay its fair share of said improvements through its participation in said financing mechanism.

1. **Water System.**

There will be one million four hundred thousand (1,400,000) gallon storage tank and one booster station that will provide approximately two thousand three hundred (2,300) gpm for domestic demand and a minimum flow of four thousand five hundred thousand (4,500) gpm for fire flow or installation of a pressure reducing zone valve at a location to be determined by City and a sixteen inch (16") diameter transmission line connecting the Gateway Tank site with the new tank site and a sixteen inche (16") transmission line in Rogers Rd from Zacharias to the existing sixteen (16") connection point.

Various potable and non-potable water system improvements and mitigation measures outside of the Project implemented to address impacts identified in the Project EIR or such other improvements that may be required for the continued development of the Project (e.g., water treatment facility).

2. **Wastewater Treatment Plant Expansion.**

A one million two hundred fifty thousand (1,250,000) million-gallon per day expansion to the City's current wastewater treatment facility will be constructed (i.e, phase 3 expansion of the City's wastewater treatment facility) or construction of a package plant within the Project meeting the specifications set forth in the Master Development Plan. Project sewage collection system extending from Project site to Sperry Ave. including a sewer pump station and any improvements that may be need to the Sperry Ave. sewer main or Ward Ave. sewer main.

Various wastewater treatment improvements and mitigation measures outside of the Project implemented to address impacts identified in the Project EIR or such other improvements that may be required for the continued development of the Project (e.g., further expansion of the City's wastewater treatment facility).

Jeffery E. Aramburu 10/3/12

3. **Transportation Improvements.**

a) Signalize Sperry/I-5 North Bound & South Bound Ramps before occupancy of more than three hundred thousand (300,000) square feet;

b) Signalize the intersections of Sycamore/E. Las Palmas Ave and E. Las Palmas/Poplar before occupancy of more than five hundred thousand (500,000) square feet;

c) Signalize the intersection of W. Main/Crows Landing before occupancy of more than one million two hundred thousand (1,200,000) square feet;

d) Signalize the intersection of W. Main/Carpenter before occupancy of more than one million eight hundred thousand (1,800,000) square feet;

e) Signalize the intersection of Rogers/State Route 33 before occupancy of more than three million (3,000,000) square feet;

f) Add lanes at E. Las Palmas/Poplar, West Main/Carpenter, West Main/Crows Landing before occupancy of more than 3.5 Million square feet;

g) Add turn lanes and reconfigure the Sperry/Interstate-5 North Bound and South Bound ramps before occupancy of more than four million seven hundred fifty thousand (4,750,000) square feet;

h) Install the Zacharias Interchange before occupancy of more than seven million five hundred thousand (7,500,000) square feet unless the City certifies that traffic monitoring demonstrates that this improvement may be postponed.

Various transportation improvements and mitigation measures outside of the Project implemented to address impacts identified in the Project EIR including, without limitation, intersections, traffic signals, roads and road widening projects in and around the City of Patterson.

Jeffrey E. Crapsey 10/3/12

4. **Public Safety Site and Facility.**

Two and one-half (2.5) acres for a fire department site and facility to be dedicated in the Project at the location set forth in **Exhibit I** of the Development Agreement.

These Improvements shall include the acquisition of right-of-way and land, the costs of design, engineering and planning, the costs of any environmental or traffic studies, surveys or other reports, landscaping and irrigation, utility undergrounding, soils testing, permits, plan check and inspection fees, insurance, legal and related overhead costs, coordination and supervision and any other costs or appurtenances related to any of the foregoing Improvements.

5. **Priority of Financeable CFD Infrastructure.** The CFD, City and Developer shall give priority to financing first those Financeable CFD Infrastructure Improvements necessary for the continued development of the Project by Developer.

6. **Additions to this Exhibit.** City and Developer may agree in writing to add additional Infrastructure Improvements to this Exhibit. Such additions shall not require an amendment of this Agreement.

Jeffery E. Agamlul 10/3/12

EXHIBIT M
Notice of Termination

Jeffery E. Arambel 10/3/12

RECORDING REQUESTED BY AND
WHEN RECORDED RETURN TO:

City of Patterson
P.O. Box 667
1 Plaza
Patterson, California 95363
Attention: City Clerk

Space Above This Line Reserved for
Recorder's Use. Exempt from Recording Fees
(Government Code Sections 6103 and 27383).

NOTICE OF TERMINATION AND RELEASE OF DEVELOPMENT AGREEMENT

DATE: _____, 20___

PARTIES: CITY OF PATTERSON, a California municipal corporation
1 Plaza
Patterson, California 95363

Jeffery E. Arambel
433 Roxanne Dr.
Patterson, California 95363

SUBJECT PROPERTY: The property subject to this Notice of Termination and Release of Development Agreement is generally located in unincorporated Stanislaus County, adjacent to the City of Patterson and consists of 21 parcel totaling 819.37 gross acres, more particularly described in **Exhibit A** attached hereto (the "Property").

Jeffery E. Arambel 10/3/12

THIS NOTICE OF TERMINATION AND RELEASE (the "Release") is being executed by the City of Paterson, a California municipal corporation ("City"), with reference to the following.

A. By Instrument No. _____, which was recorded in the Official Records of Stanislaus County, California on _____, 20___, the City recorded a memorandum of agreement memorializing that development agreement entered into between the City of Patterson and Jeffery E. Arambel ("Developer"), approved on _____, 201__, pursuant to Ordinance No. _____ (the "Development Agreement"), relating to the development of the Project known as the "Arambel Business Park".

B. On _____, City Manager for the City gave Developer notice of default of its obligations under the Development Agreement.

C. On _____, Developer provided City with a request for cancellation of the Development Agreement.

D. On _____, after duly noticed public hearings before the Planning Commission and City Council for the City, the City Council adopted Ordinance No. _____ terminating the Development Agreement.

NOW, THEREFORE, the City hereby terminates, cancels and otherwise releases the Subject Property and the Developer and the Developer's heirs, executives, administrators, successors and assigns from their obligations in the Development Agreement, and relinquishes any right they may hereafter have to enforce any of the terms and provisions set forth in the Development Agreement related as such. This termination, cancellation, and release shall be effective upon the recordation of this Release in the office of the County Recorder for the County of Stanislaus, State of California.

CITY OF PATTERSON,
a California municipal corporation

By:_____
Rod Butler, City Manager

Jeffery E. Arambel 10/3/12

THIS NOTICE OF TERMINATION AND RELEASE (the "Release") is being executed by the City of Paterson, a California municipal corporation ("City"), with reference to the following.

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B. On _____, City Manager for the City gave Developer notice of default of its obligations under the Development Agreement.

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NOW, THEREFORE, the City hereby terminates, cancels and otherwise releases the Subject Property and the Developer and the Developer's heirs, executives, administrators, successors and assigns from their obligations in the Development Agreement, and relinquishes any right they may hereafter have to enforce any of the terms and provisions set forth in the Development Agreement related as such. This termination, cancellation, and release shall be effective upon the recordation of this Release in the office of the County Recorder for the County of Stanislaus, State of California.

CITY OF PATTERSON,
a California municipal corporation

By: Rod B. Butler
Rod Butler, City Manager

Exhibit N
Assumption Agreement

Jeffery E. Arambel 10/3/12

EXHIBIT N

ASSIGNMENT AND ASSUMPTION AGREEMENT

THIS ASSIGNMENT AND ASSUMPTION AGREEMENT (the "Agreement") is entered into this _____ day of _____, 20___, by and between the City of Patterson ("City") and Jeffery E. Arambel, ("Arambel").

RECITALS

WHEREAS, on _____, 20____, pursuant to Ordinance No. _____ the City of Patterson ("City") and Developer entered into a certain agreement entitled "Development Agreement by and between the City of Patterson and Jeffery E. Arambel" (the "Development Agreement"), relative to the development of real property (the "Property") as more particularly described as Stanislaus County Assessor's Parcel Numbers 021-022-018, 024, 027, 028, 033-046, 021-025-019, 020, & 022 located in the County of Stanislaus, State of California more particularly described in **Exhibit A** attached hereto and incorporated herein by this reference, compromising approximately +/-819.37 acres (the "Arambel Properties").

WHEREAS, Section ___ of the Development Agreement provides for the assignment by Assignor of all or any portion of Assignor's interests, rights or obligations in the Development Agreement to third parties upon approval by the City such approval not to be unreasonably withheld.

WHEREAS, Assignee has agreed to purchase, and Assignor has agreed to sell, that certain real property, described as Stanislaus County Assessor's Parcel Numbers _____ and _____ located in the County of Stanislaus, State of California more particularly described in **Exhibit C** attached hereto.

WHEREAS, In accordance with the terms of the Development Agreement, Developer has provided to City a written request for consent to assignment, and the City Council has received such testimony and other information as it deems appropriate and as is deemed appropriate by the City Attorney for the purpose of determining that Assignee is a qualified applicant for purposes of the foregoing terms of the Development Agreement. This Agreement is intended to meet the requirements of the Development Agreement as an Assignment and Assumption Agreement, and is executed with the consent of the City as contemplated in the Development Agreement.

NOW, THEREFORE, Developer and City hereby agree as follows:

1. The foregoing Recitals are true and incorporated herein by this reference as though set forth in full.

Jeffery E. Arambel 10/3/12

2. Developer hereby assigns, effective as of Developer's conveyance of the Assigned Parcel(s) to Assignee, all of the rights, interest, burdens and obligations of Developer under the Agreement with respect to the Assigned Parcel(s). Developer retains all the rights, interest, burden and obligations under the Development Agreement with respect to all other property within the Property owned thereby.

3. Assignee hereby assumes all of the burdens and obligations of Developer under the Development Agreement, and agrees to observe and fully perform all of the duties and obligations of Developer under the Development Agreement, and to be subject to all the terms and conditions thereof, with respect to the Assigned Parcel(s), it being the express intention of both Developer and Assignee that, upon the execution of this Agreement and conveyance of the Assigned Parcel(s) to Assignee, Assignee shall become substituted for Developer as the "Developer" under the Development Agreement with respect to the Assigned Parcel(s).

3. The foregoing assignment and delegation and assumption, and the City's consent hereto, shall take effect and be binding upon Assignee upon the City Council's approval of this Agreement.

4. The Assignee represents and warrants that it has reviewed and is familiar with the terms and conditions of the Development Agreement, and for the benefit and reliance of City, that it acknowledges that the obligations, rights and duties are as set forth in the Development Agreement, and the duties of the Developer thereunder and the duties of Assignee hereunder, as between Assignee and the City, shall be without reference to any underlying agreements or understandings that may exist between Assignee, Developer or any Owner or other party with respect to the subject matter hereof, and that the City is not party to such other agreements.

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

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

ASSIGNOR / OWNER:
Jeffery E. Arambel

By: Jeffery E. Arambel
Jeffery E. Arambel

ASSIGNEE
CITY OF PATTERSON

By: Rod B. Butler
Rod Butler, City Manager

CITY OF PATTERSON

RESOLUTIONS AND ORDINANCES

"Arambel Business Park"

Resolution No. 2012-56

Ordinance No. 734

Ordinance No. 741

RESOLUTION NO. 2012-56

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PATTERSON APPROVING THE ARAMBEL BUSINESS PARK, KDN RETAIL CENTER AND BUSINESS PARK MASTER DEVELOPMENT PLAN

WHEREAS, Jeffery E. Arambel and KDN Enterprises, Inc. ("Project Sponsors") submitted applications to develop 1,119 acres of land located within the City of Patterson's ("City") General Plan planning area for the West Patterson Business Park Expansion Project (the "Project"), consistent with the General Plan's vision for this area;

WHEREAS, the applications include a proposed Arambel Business Park, KDN Retail Center and Business Park Master Development Plan ("Master Development Plan") to establish zoning district regulations to govern development of 13,470,600 square feet within three industrial zoning classifications on 948.99 gross acres: West Patterson Industrial Business Park ("WPIBP"), West Patterson Light Industrial ("WPLI"), and General Commercial ("GC") as shown below and in Exhibit B incorporated herein;

Component	End Use	Gross Acres	Square Feet
Arambel Business Park	Light Industrial	684.90	11,037,850
	Business Park	103.46	839,200
	General Commercial	36.89	306,000
	Subtotal	*825.25*	*12,183,050*
KDN Retail Center/Business Park	General Commercial	104.47	1,089,700
	Business Park	19.27	197,700
	Subtotal	*123.74*	*1,287,400*
Total		**948.99**	**13,470,600**

Source: GDR Engineering, 2012.

WHEREAS, in addition to the Master Development Plan, a preliminary development plan and a final development plan must be filed for review and consideration by the Planning Commission pursuant to Chapter 18.68.160 of the Patterson Municipal Code;

WHEREAS, Chapter 18.68.160 of the Patterson Municipal Code requires that the application for the final development plan be filed for review and consideration by the planning commission within one year of approval of the preliminary development plan;

WHEREAS, the Planning Commission of the City of Patterson held a duly noticed public hearing on July 5, 2012, to consider the West Patterson Business Park Expansion Project, and voted unanimously (4-0) to recommend City Council approval of the Project;

WHEREAS, an Environmental Impact Report ("EIR") was prepared for the West Patterson Business Park Expansion Project (SCH No. 2011082016) to evaluate potential impacts that could result from the West Patterson Business Park Master Development Plan, General Plan amendment and Sphere of Influence boundary amendment, Master Development Plan, Development Agreement, and Tentative Maps (hereafter referred to as the "Project Approvals") and that EIR was circulated for public review in accordance with the California Environmental Quality Act ("CEQA") (Public Resources Code Section 21000 et seq.) and the CEQA Guidelines (California Code of Regulations, Title 14, Section 15000 et seq.);

WHEREAS, the City Council certified the EIR for the Project on July 30, 2012;

WHEREAS, the City Council of the City of Patterson held a duly noticed public hearing on August 14, 2012 to consider the Project; and

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

1. The Master Development Plan is consistent with the goals, policies and standards of the Patterson General Plan and all other applicable standards and ordinances of the City of Patterson.

2. The project site is adequate in size, shape, location, and physical characteristics to accommodate the density and intensity of development proposed.

3. Adverse impacts are mitigated to the maximum extent feasible.

4. The streets and highways, to the extent feasible, are adequate and properly designed.

5. There are adequate public services, including but not limited to, fire protection, water supply, sewage disposal, schools, and police protection to serve the Project.

6. The Project will not be detrimental to the health, safety, comfort, convenience, and general welfare and will be compatible with surrounding land uses.

7. The Project will not conflict with any easements required for public access through, or public use of a portion of the property.

NOW, THEREFORE, BE IT RESOLVED that based on the above findings, the City Council of the City of Patterson hereby approves the Arambel Business Park KDN Retail Center & Business Park Master Development Plan, subject to the conditions set forth in Exhibit A hereto.

The foregoing resolution was introduced at a special meeting of the City Council of the City of Patterson, held on August 14, 2012, by Councilmember Smith, who moved its adoption, which motion was duly seconded by Councilmember Novelli, and it was upon roll call carried and the resolution adopted by the following vote:

AYES: Councilmembers Novelli, Smith, Buehner, Farinha and Mayor Molina

NOES: None

EXCUSED: None

APPROVED:

Luis I. Molina, Mayor
City of Patterson City Council

ATTEST:

Maricela Vela, City Clerk
City of Patterson

I hereby certify that the foregoing is a full, correct, and true copy of a resolution passed by the City Council of the City of Patterson, a Municipal Corporation of the County of Stanislaus, State of California, at a special meeting held on the 14th day of August, 2012, and I further certify that said resolution is in full force and effect and has never been rescinded or modified.

Dated: _____

_____
City Clerk of the City of Patterson

Exhibit A

Master Development Plan

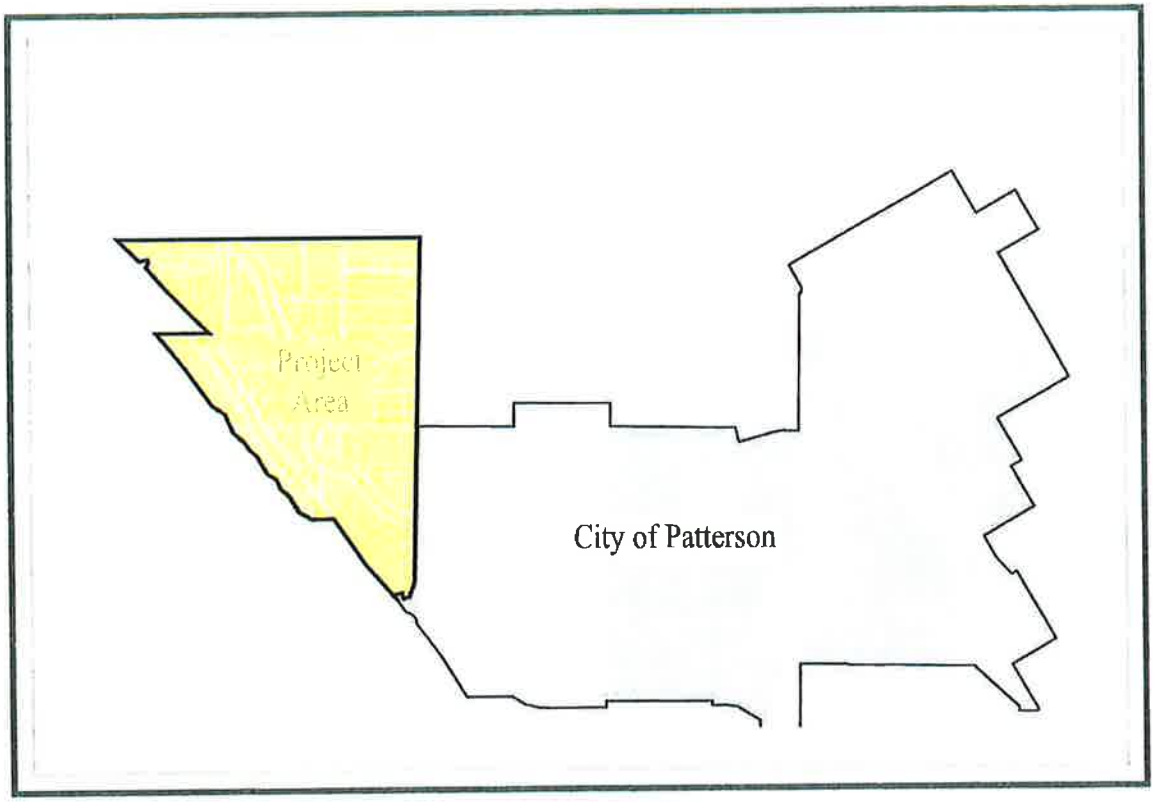
Arambel Business Park
KDN Retail Center & Business Park

West Patterson Business Park Expansion Project

MASTER DEVELOPMENT PLAN

FINAL

August, 2012



Approved by Patterson City Council on
August 14, 2012 by Resolution No. 2012 - 56

GDR ENGINEERING, Inc.
ENGINEERING/SURVEYING/PLANNING
3626 MITCHELL ROAD, SUITE G CERES, CA 95307
TELEPHONE (209) 538-3360 FAX (209) 538-7370
E-MAIL gdreng@gdreng.com

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Patterson zoning districts, West Patterson Industrial Business Park (WPIBP) and West Patterson Light Industrial (WPLI) and the General Commercial zoning districts which are provided in Appendix A. The allowable land uses emphasize high-quality jobs in conventional industrial establishments, and general commercial and retail centers.

- ❑ *Infrastructure Plans (Chapter V);*

Storm Drainage

The City of Patterson 2010 General Plan emphasize using basins as groundwater recharge. The WPBPEP proposed storm drainage system uses a combination of detention basins and groundwater recharge basins.

Water

The City of Patterson would provide potable water service to the WPBPEP area. The City supplied average day factors for the domestic water usage of 625 gallons per acres per day. The irrigation water will be supplied by non-potable shallow irrigation wells located in the development area. The irrigation demand factor is 2.5 gallons per minute per acre.

Wastewater

The City of Patterson would provide wastewater collection and treatment service to the WPBPEP area. Wastewater infrastructure would be extended to the project site. The developers of the property also may choose to build a private package treatment plant in lieu of connecting to the City treatment plant.

Previous and Continuing Planning Efforts

City of Patterson General Plan

The City of Patterson General Plan was adopted in 2010 which designated several hundred acres between Interstate 5 and Rogers Road for the Light Industrial and General Commercial land uses. The City has experienced strong growth within the West Patterson Business Park and Villa del Lago Shopping Center. A need was identified for additional land for Light Industrial and General Commercial uses adjacent Interstate 5.

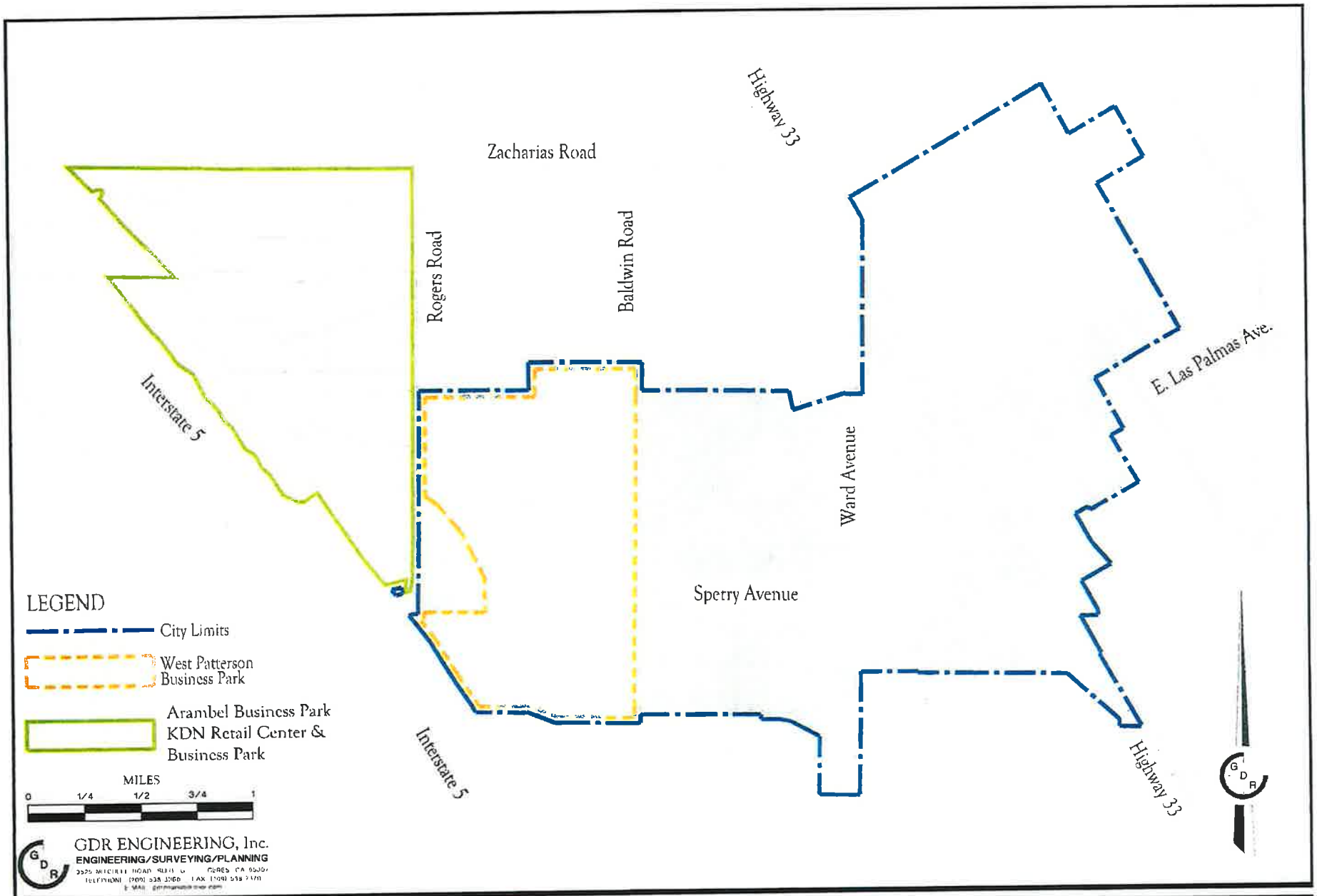
Mello – Roos District Formation

A Mello-Roos District was formed for the West Patterson Business Park to help finance the infrastructure improvements that were necessary to accommodate development and orderly growth of the Business Park. It is anticipated that a Mello-Roos District will need to

be formed to help finance necessary infrastructure improvements within the WPBPEP area (Figure 2).

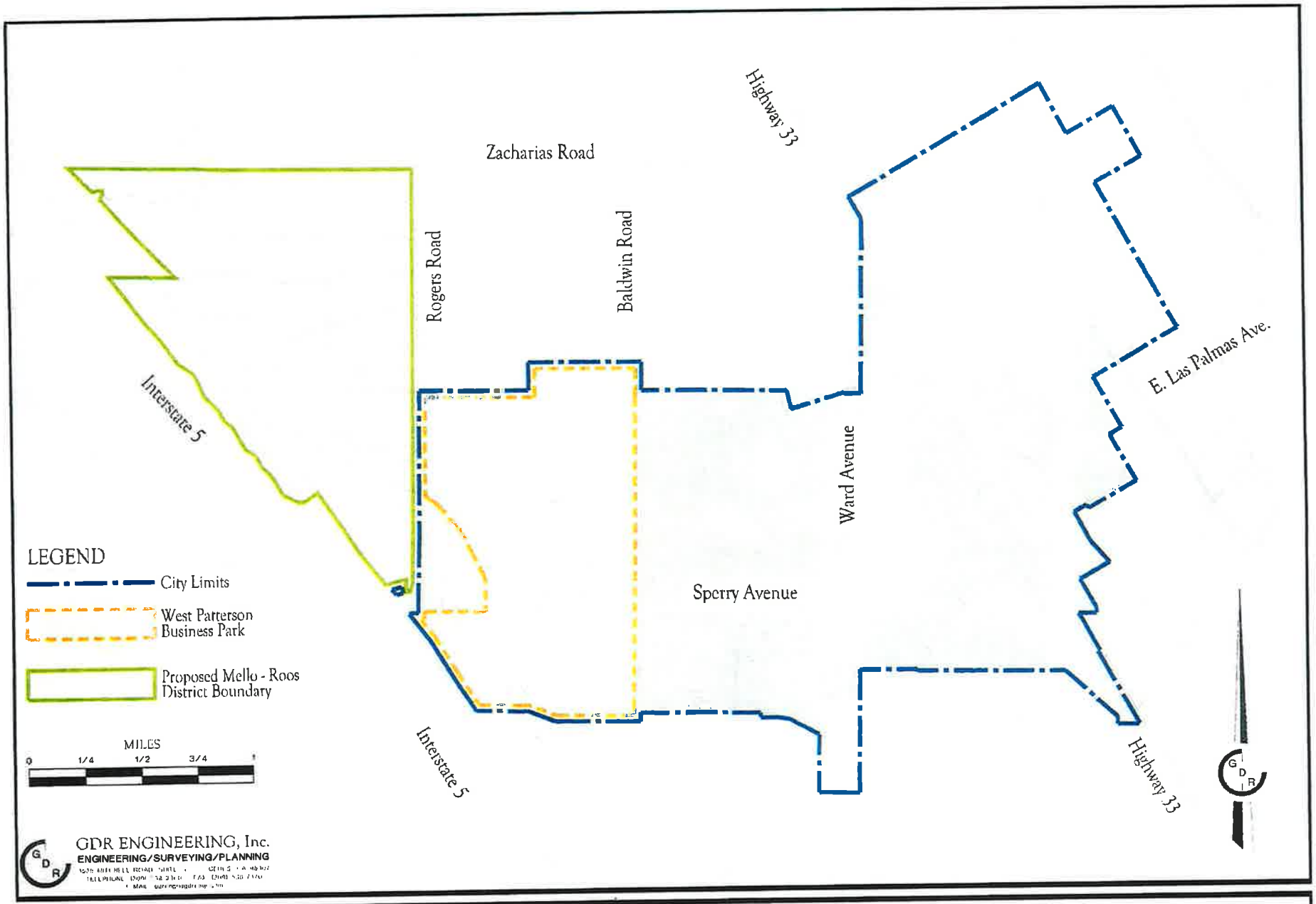
Relationship of the Master Development Plan to the City General Plans

The West Patterson Business Park Expansion Project Master Development Plan establishes the regulatory framework that will govern development of the Plan area. Once adopted by the City of Patterson, it is intended to supplement the general plans by establishing area-specific development standards and design guidelines that will apply to all new development. Accordingly, all new development proposals must be found to be consistent with this Master Development Plan, which in turn must be consistent with the general plan for the City of Patterson.



ARAMBEL BUSINESS PARK / KDN RETAIL CENTER & BUSINESS PARK
MASTER DEVELOPMENT PLAN

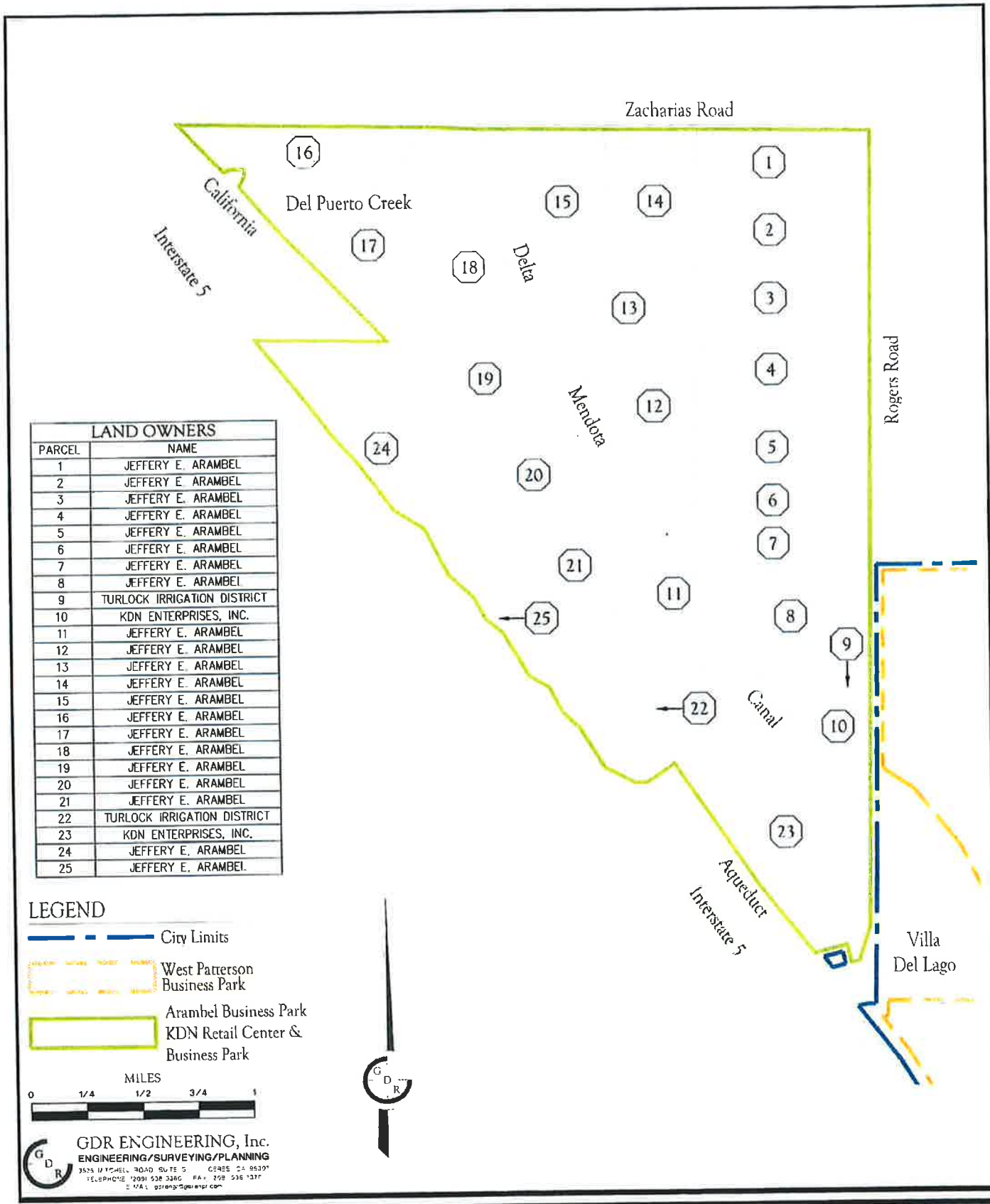
Figure 1
Planning Area & Vicinity Map



ARAMBEL BUSINESS PARK / KDN RETAIL CENTER & BUSINESS PARK

MASTER DEVELOPMENT PLAN

Figure 2
Proposed Mello-Roos District



LAND OWNERS	
PARCEL	NAME
1	JEFFERY E. ARAMBEL
2	JEFFERY E. ARAMBEL
3	JEFFERY E. ARAMBEL
4	JEFFERY E. ARAMBEL
5	JEFFERY E. ARAMBEL
6	JEFFERY E. ARAMBEL
7	JEFFERY E. ARAMBEL
8	JEFFERY E. ARAMBEL
9	TURLOCK IRRIGATION DISTRICT
10	KDN ENTERPRISES, INC.
11	JEFFERY E. ARAMBEL
12	JEFFERY E. ARAMBEL
13	JEFFERY E. ARAMBEL
14	JEFFERY E. ARAMBEL
15	JEFFERY E. ARAMBEL
16	JEFFERY E. ARAMBEL
17	JEFFERY E. ARAMBEL
18	JEFFERY E. ARAMBEL
19	JEFFERY E. ARAMBEL
20	JEFFERY E. ARAMBEL
21	JEFFERY E. ARAMBEL
22	TURLOCK IRRIGATION DISTRICT
23	KDN ENTERPRISES, INC.
24	JEFFERY E. ARAMBEL
25	JEFFERY E. ARAMBEL

LEGEND

City Limits

West Patterson Business Park

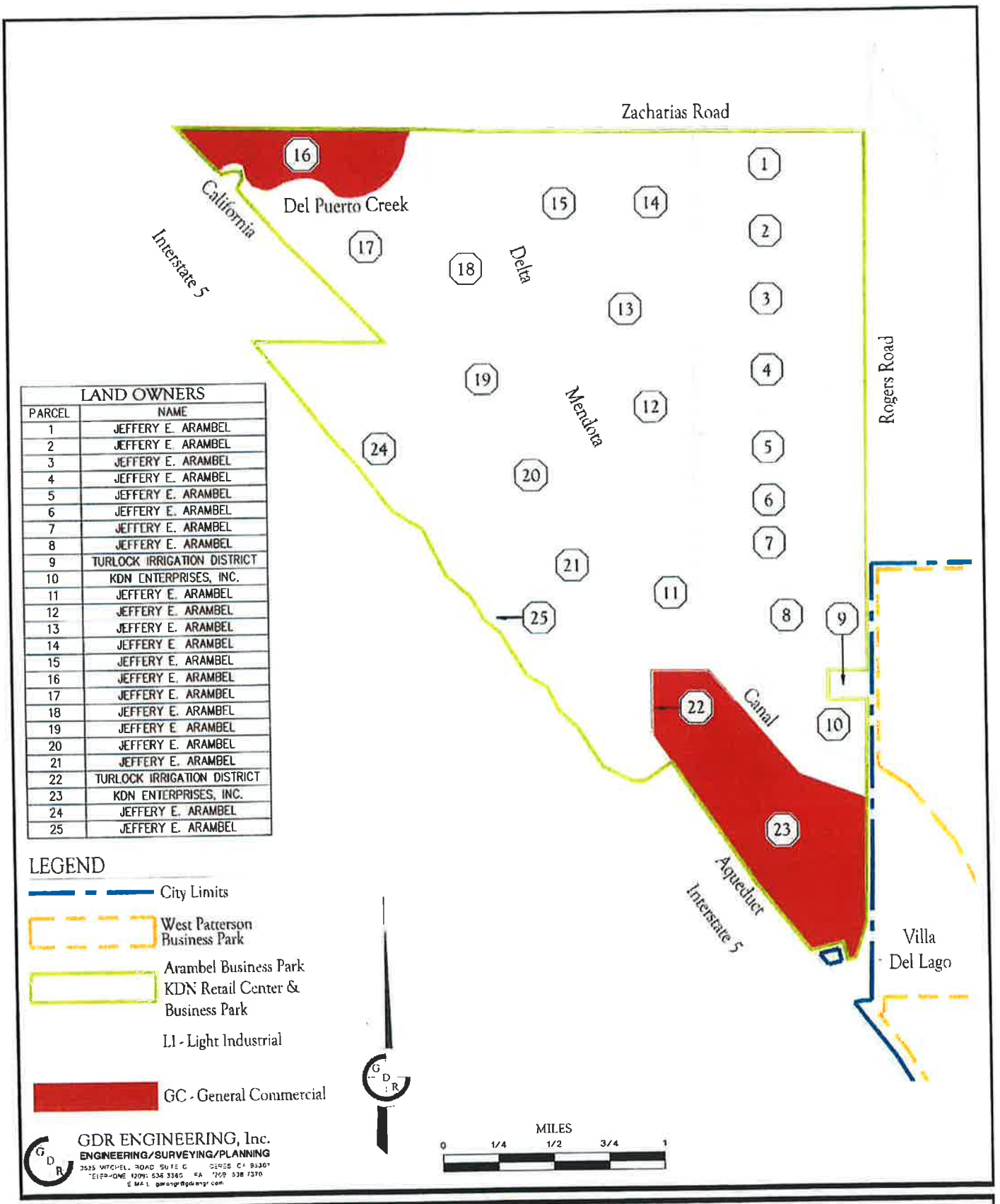
Arambel Business Park
KDN Retail Center & Business Park

MILES
0 1/4 1/2 3/4 1

GDR ENGINEERING, Inc.
ENGINEERING/SURVEYING/PLANNING
3525 MITCHELL ROAD SUITE 5 CERES, CA 95307
TELEPHONE (209) 538-3686 FAX: 209 538-1377
E-MAIL: gdreng@gdreng.com

ARAMBEL BUSINESS PARK / KDN RETAIL CENTER & BUSINESS PARK
MASTER DEVELOPMENT PLAN

Figure 3
Master Plan Boundaries



ARAMBEL BUSINESS PARK / KDN RETAIL CENTER & BUSINESS PARK
MASTER DEVELOPMENT PLAN

Figure 4
Existing City General Plan
Land Use Designations

II. Land Use

Overview of the Planning Area

The WPBPEP Master Development Plan covers an area of about 1,119 gross acres shown on Figure 1, which also shows the development of the West Patterson Business Park to the immediate east. Existing land use is primarily cultivated agricultural, planted as orchards and row crops. The California Aqueduct and the Delta-Mendota Canal traverse the project site in a northwest-southeast direction. Del Puerto Creek crosses the northwestern portion of the project site. A high-voltage power line parallels the west side of the California Aqueduct. Paved and unpaved roads provide circulation within the project site. An approximate 3-acre Turlock Irrigation District electrical substation that abuts Rogers Road is surrounded by the project site on three sides. The project site contains mostly flat relief, although the California Aqueduct sits upon a raised embankment that is approximately 50 feet higher than the rest of the site.

The City of Patterson General Plan designates the project site "Light Industrial" and General Commercial." The City's land use designations will be binding after the project site is approval for annexation into the City of Patterson by Stanislaus Local Agency Formation Commission.

Constraints to Development

The Master Development Plan was based on a thorough and complete understanding of the constraints affecting the planning area if the goals of the Plan are ever to be achieved. An environmental impact report (EIR) was prepared which analyzed the impacts in detail. Figure 5 illustrates the primary constraints affecting the planning area.

The California Aqueduct, the Delta-Mendota Canal, and Associated Bridges.

The planning area is crossed by a number of important water conveyances, the most important of which are the California Aqueduct, part of the State Water Project, and the Delta-Mendota Canal, operated by the Department of Interior, Bureau of Reclamation.

The canals constrain vehicular circulation within the planning area because of the high cost of constructing or expanding the bridges that cross them. Currently, bridges exist for Sperry Avenue and Rogers Road and the Hansen under-crossing of Interstate 5.

The I-5 / Sperry Avenue Interchange and Sperry Avenue Gateway

Sperry Avenue provides the primary access to the City from the I-5 interchange and is perhaps the City's most important gateway. Interstate 5 is one of the four main north-south highways in California and accommodates regional commuter traffic within Stanislaus County and beyond. It is estimated that the north bound and south bound Sperry Ave. / I-5 ramps should be signalized before occupancy of 300,000 square feet. Please refer to the project Development Agreements for Arambel Business Park & KDN Retail Center and Business Park for additional details. For the WPBPEP planning area and current Commercial Center and Business Park, the I-5 interchange is important to the success of the development.

Other Infrastructure

Other important infrastructure include water supply, roads and circulation, drainage and wastewater collection and treatment. These issues are addressed by the infrastructure master plans prepared for the project area and discussed in Chapter V.

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Existing Land Use and Regulatory Setting

The Master Development Plan area consists of mostly cultivated agricultural land uses planted as orchards and row crops. The California Aqueduct and the Delta-Mendota Canal traverse the project site in a northwest-southeast direction.

General plan designations applied to the area by the City of Patterson are shown on Figure 4. Existing land use by general plan land use category is summarized on Table 1.

Water Feature and landscaping at the Villa del Lago Project.

Table 1
Summary of Existing Land Use by General Plan Land Use Category

General Plan Land Use Category	Acres
Light Industrial	813.57
General Commercial	135.42
Total	948.99

Patterson 2010 General Plan

The Patterson General Plan was adopted on November 30th, 2010 and includes the following elements:

Land Use
Housing
Community Design
Economic Development
Circulation
Air Resources and Climate Change
Public Services
Parks, Recreation and Cultural Resources
Health and Safety (Noise, Safety)
Natural Resources (Conservation and Open Space)
Administration and Implementation

The Master Development Plan would help further the following policies and programs of the Patterson General Plan.

Land Use

Commercial Development

LU-3: *To designate adequate land and provide support for the development of commercial uses providing goods and services to Patterson residents and to become the commercial service hub for western Stanislaus County.*

LU-3.1: *Promotion of commercial sector. The City shall promote, and assist with the maintenance and expansion of, Patterson's commercial sector to meet the needs of Patterson residents, employees, and visitors. The City shall continue to gather market information to inform decisions regarding efforts to promote local businesses and attract new businesses.*

LU-3.2: *Retail development. The City shall promote the establishment, maintenance, and expansion of businesses in Patterson that generate high retail sales taxes as important contributors to the local economy.*

LU-3.3: *Regional centers. The City shall encourage regional shopping malls/centers at sites capable of support by a full range of transportation options.*

Visitor-Serving Land Uses

LU-5: *To designate sufficient land to accommodate land uses serving the traveling public.*

LU-5.1: *Highway Commercial development. The City shall support the developers of highway-serving commercial area near the Sperry Avenue/Interstate 5 interchange and near a future interchange in the vicinity of Zacharias Road.*

Industrial Development

LU-7: *To designate adequate land and provide support for light and heavy industrial uses that create jobs and enhance the economy of Patterson.*

LU-7.1: *West Patterson Business Park. The City shall promote and assist the maintenance and expansion of Patterson's industrial sector by implementing the West Patterson Business Park Master Development Plan.*

LU-7.2: *Location of industrial development. New industrial development shall be located along arterials with easy freeway or rail access and shall be served by full City services.*

LU-7.4: *Clean industries. The City shall promote the development of clean industries that do not pose health risks associated with water and air pollution or potential leaks or spills.*

Economic Development

Promoting the Local Economy

ED-1: *To establish and maintain a supportive business climate and a healthy, sustainable economy.*

ED-1.3: *The City shall continue to strategically market its business/industrial park opportunity areas including the West Patterson Business Park.*

Public Services

Water Supply

PS-1: *To maintain an adequate level of service in the City's water system to meet the needs of existing and future development.*

Wastewater Collection, Treatment and Disposal

PS-2: *To maintain an adequate level of service in the City's wastewater collection and disposal system to meet the needs of existing and future development.*

Storm Drainage and Flood Protection

PS-3: *To maintain an adequate level of service in the City's storm drainage system to accommodate runoff from existing and future development and to prevent property damage due to flooding.*

Location of Public Facilities

PS-9: *To promote efficiency, convenience, and harmony in the siting of public facilities.*

PS-9.1: *Land use compatibility. Public facilities-such as utility substations, water storage or treatment plants, pumping stations, and sewer treatment plants-shall be located, designed, and maintained so that noise, light, glare, or odors associated with these facilities will not adversely affect nearby land uses. Building and landscaping materials that make these facilities compatible with neighboring properties shall be used.*

PS-9.2: *Recreational use of rights-of-way. Utility company rights-of-way shall be considered for use of public or private open spaces, trails, parkland, or other compatible passive recreational uses.*

PS-9.3: *Underground utilities. The City shall, where suitable, require all new electrical and communication facilities to be installed underground or, in the case of transformers, pad-mounted. The City shall actively promote the undergrounding of existing overhead facilities.*

Recommended Land Use Plan

Land use designations recommended for the planning area are shown on Figure 6; recommended zoning districts are shown on Figure 7. The planning area is designated Light Industrial and General Commercial, consistent with the definition used by the City of Patterson General Plan.

Table 2
Summary of Recommended Land Use Plan

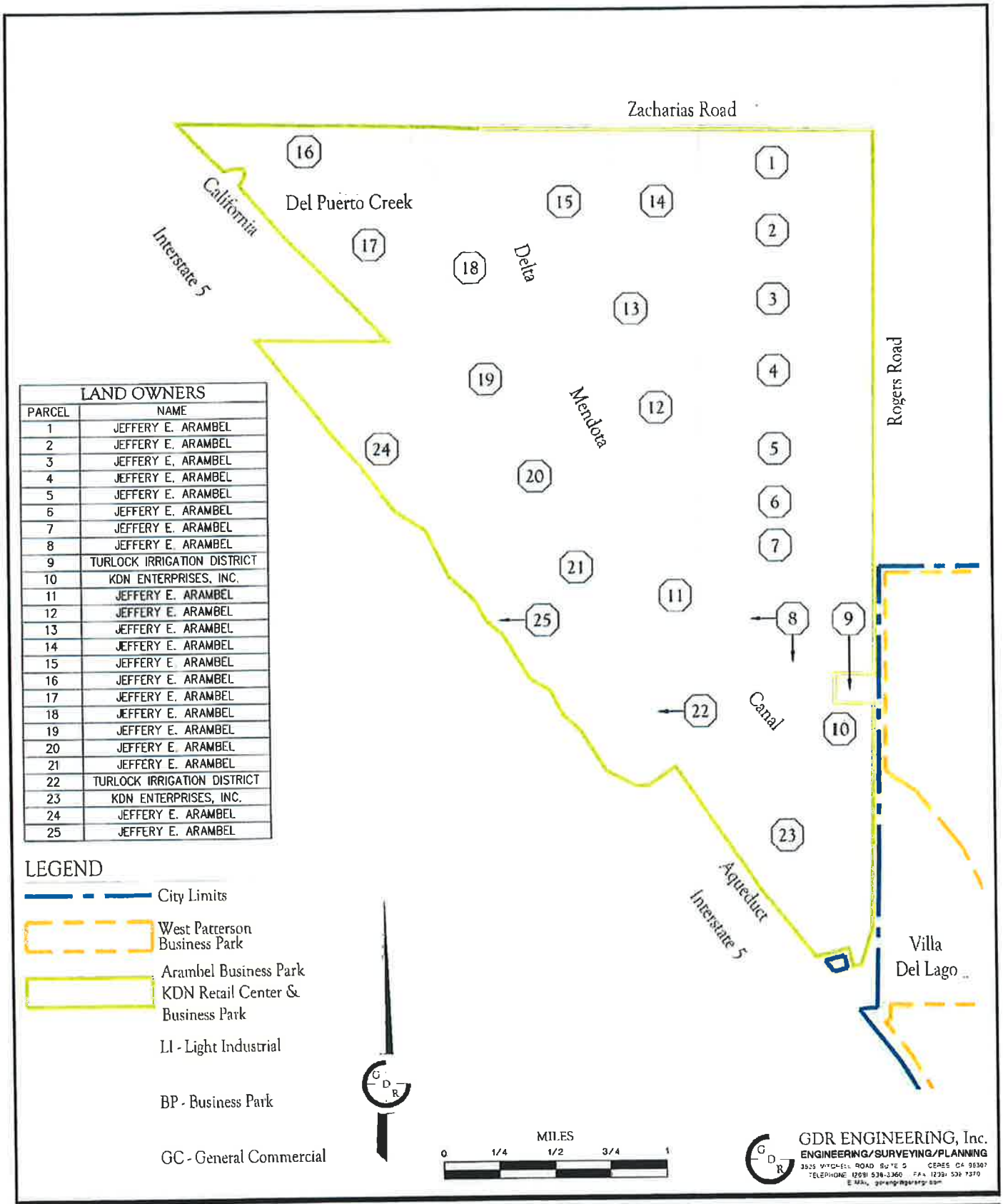
ARAMBEL BUSINESS PARK	
General Plan Land Use Category	**Net Acres**
WPLI - Light Industrial	652.46
WPIBP - Business Park	87.70
General Commercial	35.73
Sub Total	***775.89***
KDN RETAIL CENTER & BUSINESS PARK	
General Plan Land Use Category	**Net Acres**
WPIBP - Business Park	17.61
General Commercial	87.09
Sub Total	***104.70***
Grand Total	***880.59***

Arambel Business Park

The Arambel Business Park would occupy approximately 828 acres located north of the proposed future extension of Keystone Pacific Parkway. The Arambel component would consist of 42 parcels ranging in area from 1.1 to 61 acres each. Of the 42 parcels, 36 would support building envelopes and the remaining seven parcels would be designated for storm drainage purposes. The property from Rogers Road to the California Aqueduct will be designated light industrial. The property west of the California Aqueduct and a the south portion of the Arambel Business Park will be designated business park except the portion on land immediately north of Del Puerto Creek which is designated general commercial.

KDN Retail Center / Business Park

The KDN Retail Center / Business Park would occupy approximately 121.5 acres and would be located south of the proposed future extension of Keystone Pacific Parkway. The KDN component would consist of 19 parcels ranging in area from 1.5 to 17.1 acres each. Of the 19 parcels, 17 would support building envelopes and the remaining two parcels would be designated for storm drainage purposes. The property north of the Delta-Mendota Canal to Keystone Pacific Parkway will be designated light industrial and the property located south of the Delta-Mendota will be general commercial.



LAND OWNERS	
PARCEL	NAME
1	JEFFERY E. ARAMBEL
2	JEFFERY E. ARAMBEL
3	JEFFERY E. ARAMBEL
4	JEFFERY E. ARAMBEL
5	JEFFERY E. ARAMBEL
6	JEFFERY E. ARAMBEL
7	JEFFERY E. ARAMBEL
8	JEFFERY E. ARAMBEL
9	TURLOCK IRRIGATION DISTRICT
10	KDN ENTERPRISES, INC.
11	JEFFERY E. ARAMBEL
12	JEFFERY E. ARAMBEL
13	JEFFERY E. ARAMBEL
14	JEFFERY E. ARAMBEL
15	JEFFERY E. ARAMBEL
16	JEFFERY E. ARAMBEL
17	JEFFERY E. ARAMBEL
18	JEFFERY E. ARAMBEL
19	JEFFERY E. ARAMBEL
20	JEFFERY E. ARAMBEL
21	JEFFERY E. ARAMBEL
22	TURLOCK IRRIGATION DISTRICT
23	KDN ENTERPRISES, INC.
24	JEFFERY E. ARAMBEL
25	JEFFERY E. ARAMBEL

ARAMBEL BUSINESS PARK
KDN RETAIL CENTER & BUSINESS PARK
MASTER DEVELOPMENT PLAN

Figure 6
Recommended Land Use Plan / General Plan Designations

Recommended Zoning, Development Standards and Allowable Uses

Recommended zoning designations for the planning area are shown on Figure 7. The two industrial zoning classifications and the General Commercial zoning designations are applied. The two industrial zoning classifications are West Patterson Industrial Business Park (WPIBP) and West Patterson Light Industrial (WPLI). The City of Patterson zoning ordinances are provided in Appendix A.

Allowable Land Uses

The list of allowable land uses associated with the two industrial zoning classifications is summarized on Table 3. The list of allowable uses associated with the General Commercial zoning classification is summarized on Table 4. One of the goals of the Master Development Plan is to continue to provide suitable locations for the development of business park, industrial, and general commercial uses within the City of Patterson.

Table 3 Allowed Uses and Permit Requirements for Light Industrial and Industrial Business Park Zoning Districts	P Permitted Use S Administrative Approval Required CUP Conditional Use Permit Required ----- Use Not Allowed	
Land Use	**Permit Required**	
	LI	**IBP**
AGRICULTURE AND OPEN SPACE USES		
Crop production and horticulture	P	P
INDUSTRY, MANUFACTURING AND PROCESSING USES		
Assembly of products	P	P
Bakery wholesale and distribution	P	-
Bottling plant	P	-
Business incubator centers	-	P
Business services	-	P
Call centers	P	P
Catalog services	-	P
Ceramic products	-	P
Communication systems research and development	P	P
Computer systems research and development	P	P
Conference center	-	P
Data Storage Facilities	P	P
Food packaging	P	P
Furniture manufacturing	P	P
Electronic repair and assembly	P	P
Interior design and office equipment sales	-	P
Manufacturing & technology support industries	P	P
Packaging	P	P
Pharmaceutical manufacturing	CUP	P
Printing and publishing, book binding	P	P
Research and Development Laboratories	P	P
Seed processing and packaging	CUP	-
Sheet metal fabrication	CUP	P
Sign fabrication companies	CUP	P
Software development	P	P
Warehouses as a principle use	P	-
Wholesale distribution and catalog sales	P	P

RETAIL AND SERVICE USES		
Artist gallery or studio	-	P
Auditoriums	-	P
Banks	CUP	P
Broadcast studios	CUP	S
Convenience store	CUP	P
Computer sales and repair	-	S
Commercial laundry	-	P
Communication towers	-	S
Contractor or building supply sales	-	P
Copying and reprographics service	P	P
Day care center	CUP	P
Exhibition building	-	P
Health club/gymnasiums/gymnastic school/exercise business	CUP	P
Medical and Health facilities and uses	-	P
Museum (non profit)	-	P
Office equipment sales	-	P
Offices	CUP	P
Hotels / Motels	-	P
Night club	-	P
Parcel delivery service	P	P
Parks and Playgrounds	-	P
Public buildings and facilities	P	P
Public utilities	-	P
Restaurants, food take-out	CUP	P
Retail shops	-	P
Colleges and Universities, private schools, technical schools	-	P
Temporary events	S	S
Transportation terminals	S	P

Development Standards

Recommended industrial development standards are summarized on Table 4 and in Appendix A. The industrial development standards are similar to those applied by the adopted City of Patterson Ordinance in January, 2003, as The West Patterson Business Park Master Development Plan.

The recommended commercial development standards are as shown within this Master Development Plan document and as adopt City of Patterson Ordinance for the General Commercial Zoning District.

Table 4 **Allowed Uses and Permit Requirements for General Commercial Zoning Districts**	**P** **Permitted Use** **S** **Administrative Approval Required** **CUP** **Conditional Use Permit Required** **----** **Use Not Allowed**
Land Use	**Permit Required**
Apparel and accessory shops	P
Appliance stores	P
Armored car service	P
Art supply shops	P
Auction sales, not to include animals, within an enclosed building only	CUP
Auditoriums and conference centers	P
Automated teller machines	P
Automobile repair garages, excluding body and fender work, painting and upholstering, within an enclosed building only	CUP
Automobile sales, new and used	P
Automobile service stations	P
Automobile rental agencies	CUP
Automobile supply shops	P
Bakery shops	P
Banks, savings and loan and credit unions	P
Bars and cocktail lounges	P
Bed and breakfast inns	P
Bicycle sales and service	P
Billiard / arcade establishments	P
Boat and other marine sales, new	P
Bowling alleys	P
Candy stores	P
Car stereo shops	P
Car wash when appurtenant to a service station	P

Child care facilities	P
Cleaning and dyeing agencies, including pressing and repairs	P
Communication equipment buildings	CUP
Community social centers	P
Computer sales and repair shops	P
Confectionary or candy stores	P
Convenience stores	P
Country clubs and related uses	P
Dance studios	P
Day spas	P
Delicatessens	P
Dental Clinics, including laboratories in conjunction therewith	P
Department stores	P
Dress shops	P
Drug stores	P
Drug and alcohol treatment facilities as defined below may be established subject to the following: a. "Drug or alcohol abuse treatment facility" means a facility established and operated for the purpose of medical and other treatment, on a twenty-four hour basis for persons with addictions to alcoholic beverages and/or prescription or non-prescription drugs. b. The use shall be subject to all City, County, State and Federal regulations concerning such treatment facilities, health and safety, food preparation or other applicable regulation. Current of such certification shall be provided to and shall remain on file with the Planning Department. c. The Use Permit shall be subject to a review at a noticed public hearing before the Planning Commission at six (6) months and at one year after commencement of the use. Subsequent review shall be at the discretion of the Planning Commission. d. The Use Permit shall expire and shall be of no effect if the use is abandoned or, if for	CUP

any reason, any required license is forfeited, sold or transferred.	
Dry cleaning, self-service	P
Dry goods store	P
Electric distribution substations including microwave facilities in conjunction therewith	CUP
Equipment rental services	P
Farm supply stores	P
Fast food restaurants and other similar eating establishments	P
Feed and grain stores	CUP
Fire stations	P
Fish markets, retail (not including cleaning or processing)	P
Florist shops	P
Floor covering stores	P
Furniture stores	P
Gift shops	P
Golf driving ranges	CUP
Gun shops	CUP
Hardware stores	P
Health food stores	P
Health spas	P
Hobby supply shops	P
Hospitals	P
Hotels	P
Ice cream shops	P
Information centers, Chamber of Commerce, tourist, etc.	P
Itinerant/mobile vendors	CUP
Janitorial service	P
Jewelry stores	P
Liquor stores	P
Locksmith shops	P
Lodge halls	P
Markets, food	P
Meat markets, not including slaughtering	P
Medical clinics, including laboratories in conjunction therewith	P
Medical and orthopedic supply stores	P
Mobile home and manufactured housing sales,	CUP

new	
Mobile home parks	CUP
Mortuaries	CUP
Motels	P
Music stores	P
Novelty stores	P
Nurseries, including the growing of nursery stock	P
Nursery schools, pre-school children	P
Outdoor markets, sales establishments	CUP
Outdoor promotions, sales, or displays excepting outdoor eating establishments, approved farmers markets, and other temporary uses	CUP
Paint and wallpaper stores	P
Parks and playgrounds	P
Pet shops	P
Pet supply shops	P
Photographic equipment and supply stores	P
Photographic studios	P
Plumbing shops	CUP
Police stations	P
Pottery stores	P
Poultry markets, not to include slaughtering	P
Print shops	P
Private clubs	CUP
Professional and administrative offices	P
Public or private schools	CUP
Public utility storage, corporation or repair yards	CUP
Public and quasi-public uses, except for storage, corporation or repair yards	P
Radio and television stores	P
Recording studios	P
Restaurants (including sports bars/restaurants)-counter, drive through, table service	P
Retail stores	P
Second hand stores	P
Service stations	P
Signage attached to the main building and appurtenant to any permitted use	S
Shoe stores	P
Small group care facilities, nursing facilities,	CUP

convalescent facilities (must be state licensed)	
Sporting goods stores (no firearm sales)	P
Sporting goods stores (with firearm sales)	P
Stationery stores	P
Storage buildings and warehouses	CUP
Tattoo parlors	CUP
Theaters, not including drive-ins	P
Tobacco shops	P
Tourist information / visitor centers	P
Toy and hobby shops	P
Transit stops/park and ride lots/parking garage and lots	P
Travel trailer and recreational vehicle sales, not to include semi-trailers	P
Typewriter sales and repair shops	P
Variety stores	P
Veterinary clinics, small animal only	P
Visitor serving retail	P
Wholesale commercial uses	P
Wine and cheese shops	P
Wine tasting rooms	P
Other similar uses which the commission finds to fall within the intent and purpose of this district that will not be detrimental to the public welfare and which the commission finds to be of a comparable nature and of the same class as the uses enumerated in this section.	P
Other uses and structures customarily appurtenant or incidental to a principle permitted use on the same parcel, subject to applicable laws and intended soley for use by the occupants of a principle permitted use or uses. No accessory structure shall be constructed prior to the constructions of the main building, or on a lot separate from the main building	P
Temporary carnivals/circuses, not to exceed three days within any six-month period, provided the carnival/circus is located on publicly owned or leased property, on any general curriculum public or private school grounds, or on property improved with a permanently established church. The	S

sponsorship of such carnival/circus shall be confined to a public agency or a religious, fraternal or service organization directly engaged in civic or charitable endeavors	
Temporary storage of materials and construction equipment used in construction or maintenance of streets and highways, sewers, storm drains, underground conduits, flood control works, pipe lines and similar uses.	S
Temporary uses, such as Christmas tree, pumpkin and firework sales, grand openings and special events, freestanding signage	S
Accessory Uses: Other uses and structures customarily appurtenant or incidental to a principal permitted use on the same parcel, subject to applicable laws and intended soley for use by the occupants of a principal permitted use or uses. No accessory structure shall be constructed prior to the construction of the main building, or on a lot separate from the main building.	P
Live / Work quarters For purpose of this chapter, live/work quarters shall be defined as an integrated housing unit and working space, occupied and utilized by a single household in a structure that has been designed or structurally modified to accommodate joint residential occupancy and work activity, and which includes: 1. Complete kitchen space and sanitary facilities in compliance with the California Building Standards Code; and 2. Working space reserved for and regularly used by one or more occupants of the unit	CUP

Table 5 West Patterson Industrial Districts Development Standards		
Topic	**LI**	**IBP**
Minimum lot size	Minimum area and dimensions for parcels proposed in new subdivisions	
Minimum lot area	5 acres	1.0 acres
Minimum dimensions	100 feet	75 feet
Minimum building size	25,000 sq. ft.	12,000 sq. ft.
Setbacks (2)		
Front	15 feet	Minimum setbacks required. See chapter 18.98 for setback measurements, exceptions, and allowed projections into setbacks. 15 feet.
Sides (each)	10 feet	
Rear	15 feet	
Site Coverage	50% maximum	50% maximum
Height limit (1)	45 feet	45 feet
Landscaping	As required by Section 18.66.070 (Landscaping)	
Lighting	As required by Section 18.66.120	
Parking and Loading	As required by Section 18.72	
Signs	As required by City of Patterson sign regulations	

Notes

1. Maximum allowed height of structures. Exceptions may be allowed by Section 18.66.050 (exceptions).
2. The minimum setback for parking, buildings and other structures along Rogers Road shall be twenty (20) feet measured from the property line or the adopted right-of-way plan line, whichever is greater.
3. Except for zero-lot line, shared wall development. For such development total aggregate lot-area and building size must meet the standards above, but an individual lot and its related building may be smaller than the standards above so long as the total building size meets the standard above. Side set backs for the interior shared wall of such structures are 0 feet.

Employment Targets

The main goal of the West Patterson Business Park Expansion Project Master Development Plan is to continue to attract and retain businesses that provide well-paying jobs. To that end, the following employment targets have been established.

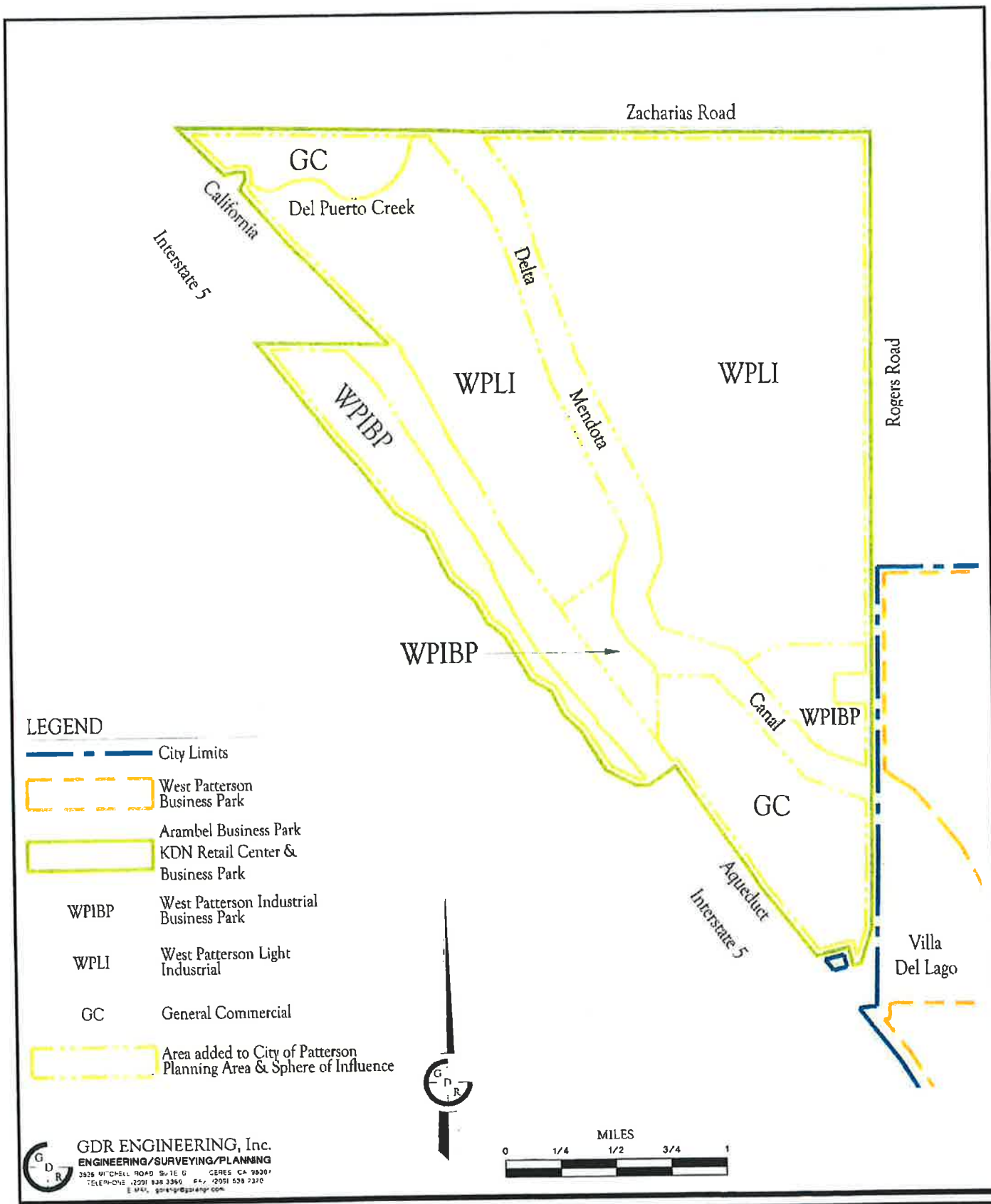
Table 6
Employment Targets

Zoning District	Desired Minimum Employment Generation (jobs per gross acre)
Industrial Business Park (IBP)	10 jobs per gross acre
Light Industrial (LI)	10 jobs per gross acre
General Commercial	14 jobs per gross acre

Notes

1. Table II-5: Employment Per Gross Acre of Non-Residential Development as shown on page II-13 of the City of Patterson 2010 General Plan.

It should be emphasized that these are targets only, and will be one of many factors used to assess the appropriateness of a given use for the area.

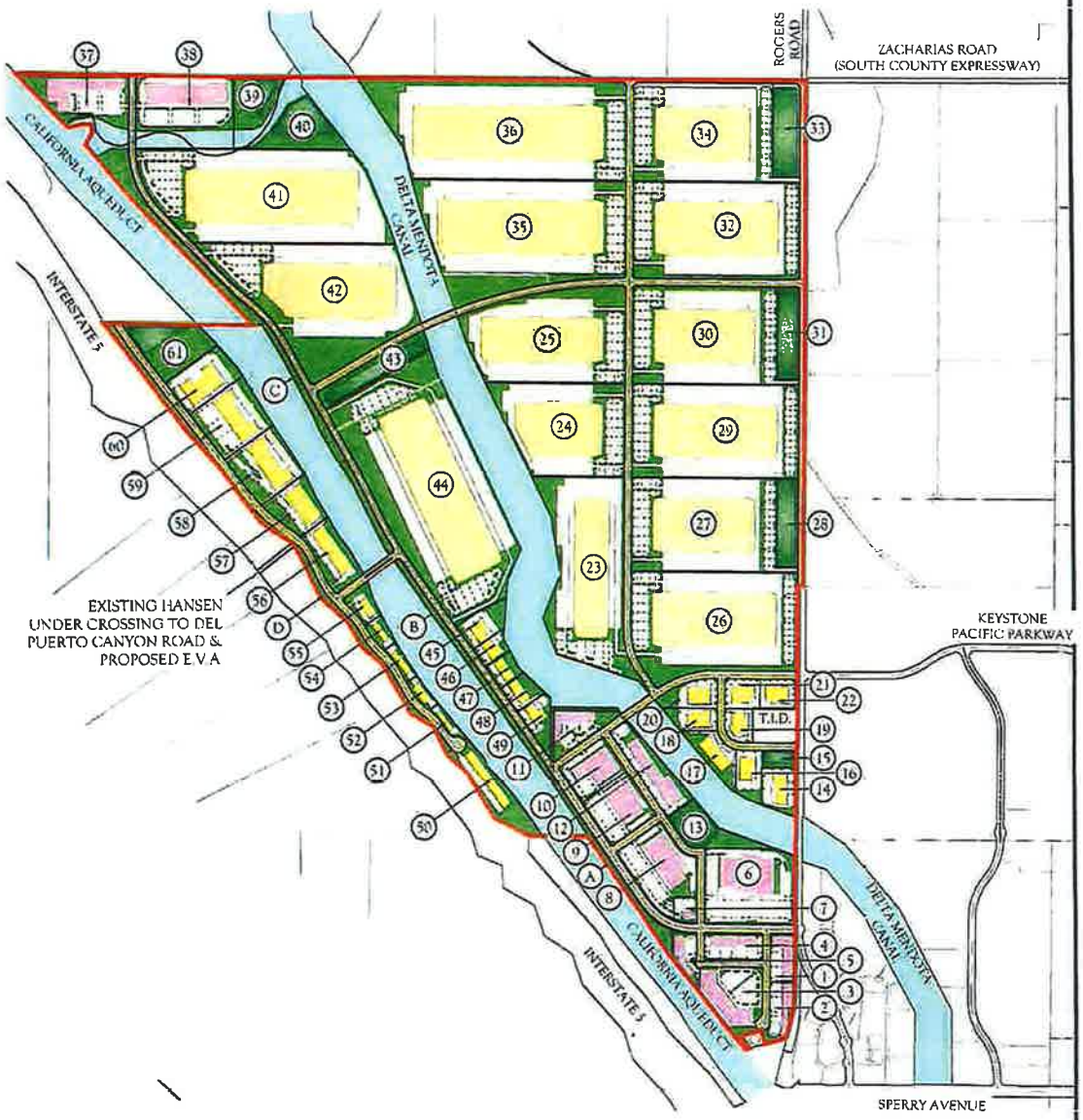


ARAMBEL BUSINESS PARK
KDN RETAIL CENTER & BUSINESS PARK
MASTER DEVELOPMENT PLAN

Figure 7
Recommended Zoning
District Boundaries

PARCEL INFORMATION			
PARCEL	NET ACREAGE ±	GROSS ACREAGE ±	BUILDING S.F.
1	3.15	3.91	60,000
2	3.72	4.17	45,000
3	9.15	10.40	120,700
4	3.93	5.72	47,700
5	2.77	3.40	37,600
6	17.41	19.42	216,500
7	1.53	2.07	12,500
8	11.35	13.81	136,250
9	7.47	9.07	119,250
10	5.99	7.38	115,400
11	4.78	5.49	59,900
12	7.11	8.18	118,900
13	5.73	6.17	BASIN
14	3.72	3.90	37,400
15	1.50	1.87	BASIN
16	3.30	3.53	36,150
17	4.12	4.32	56,650
18	2.66	2.85	36,150
19	2.31	2.80	31,500
20	3.72	4.81	36,150
21	2.79	3.30	36,150
22	2.79	3.23	36,150
23	35.84	37.74	539,650
24	27.88	28.67	507,250
25	34.98	37.32	608,000
26	42.51	45.19	826,900
27	35.06	35.89	619,400
28	4.83	5.14	BASIN
29	39.88	41.00	826,900
30	36.12	36.24	619,400
31	5.23	5.76	BASIN
32	41.07	43.71	826,850
33	6.50	7.07	BASIN

PARCEL INFORMATION			
PARCEL	NET ACREAGE ±	GROSS ACREAGE ±	BUILDING S.F.
34	35.18	37.18	519,350
35	54.18	56.52	1,003,300
36	60.82	61.84	1,152,900
37	11.51	12.07	141,600
38	17.67	18.27	164,400
39	6.55	6.55	BASIN
40	9.53	9.53	BASIN
41	52.23	53.18	1,034,350
42	45.91	48.59	764,000
43	6.10	7.36	BASIN
44	67.28	69.41	1,093,600
45	3.49	3.74	27,200
46	1.76	1.94	27,200
47	1.85	2.06	29,000
48	2.26	2.51	29,000
49	2.95	3.46	27,200
50	6.54	6.77	70,000
51	1.06	1.58	12,600
52	1.22	1.53	21,000
53	1.28	1.61	20,000
54	1.50	1.77	16,000
55	2.17	2.79	18,000
56	5.80	6.71	78,000
57	5.37	5.79	75,900
58	8.31	8.80	97,200
59	9.10	9.59	97,200
60	6.44	6.77	85,250
61	8.08	8.72	BASIN
LOT "A"	3.00	5.28	
LOT "B"	3.81	6.10	
LOT "C"	11.33	15.56	
LOT "D"	5.50	10.08	
TOTAL	880.59	948.99	13,470,600



LEGEND

- Arambel Business Park / KDN Retail Center & Business Park
- General Commercial
- WPIBP (West Patterson Industrial Business Park)
- WPLI (West Patterson Light Industrial)

MILES

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GDR ENGINEERING, Inc.
ENGINEERING/SURVEYING/PLANNING

ARAMBEL BUSINESS PARK / KDN RETAIL CENTER & BUSINESS PARK

MASTER DEVELOPMENT PLAN

Figure 8
Conceptual Development Plan

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Table 8
Project Employment Generation By Recommended Zoning District

Recommended Zoning District	Acres (Gross)	Employment Generation	Employment
Industrial Business Park	122.73	10 jobs per gross acre	1,227
Light Industrial	675.37	10 jobs per gross acre	6,754
General Commercial	150.89	14 jobs per gross acre	2,112
Total	**948.99**		**10,093**

Notes:

1. Table 11-5: Employment Per Gross Acre of Non-Residential Development as shown on page 11-13 of the City of Patterson 2010 General Plan.

III. Guidelines for the Design of New Development

Purpose and Applicability

One of the primary goals of the West Patterson Business Park Expansion Project Master Development Plan is to establish a regulatory and infrastructure framework that will continue the attraction and retention of high-quality industrial and business park development and retail commercial. Accordingly, the Design Guidelines that follow were prepared to aid designers, the public and decision-makers by expressing the community's shared vision for the quality and attractiveness expected from new development in the Plan Area. The Guidelines emphasize the use of landscaping, screening, sign control, and other techniques to improve and enhance the visual qualities of the planning area so that a visitor's first impression is a positive one.

In some instances the Guidelines are fairly precise. However, they are not rigid and inflexible, nor are they intended to stifle creativity by imposing a formula for the design of new development. Their main purpose is to ensure that new development in the West Patterson Business Park Expansion Project area enhances the quality of life in Patterson and preserves its image as a desirable place to live, work, shop and visit.

The vision embodied by these Guidelines can only be achieved through a cooperative effort among the decision-makers, private property owners and the community. The responsibility of decision-makers is to provide timely review of new projects, and to help foster private investment by implementing public improvements that enable development to occur. These Design Guidelines help achieve the former by providing a greater measure of predictability to the design review process. The role of the community is to be a sounding board with regard to new development so that decision-makers remain in touch with the preferences of City of Patterson citizens.

The Design Review Process

As with all other development-related matters in Patterson, design review is handled by the Planning Department and the appropriate decision-making body (Planning Commission and City Council). Anyone considering a development project should first make an appointment to discuss the project and these Guidelines with a member of the City Planning Department staff. The staff member can help

explain the development review procedures and determine if design review is required. The staff member can also provide an approximate timetable for the processing of the project and describe any other permits or approvals that may be required.

Design review is not a separate process apart from other discretionary approvals such as site plan review or a conditional use permit. To the extent allowed by the City's codes and ordinances, any additional planning or building permits will usually be processed concurrently.

Exceptions

It is envisioned that the great majority of projects will comply in their entirety with these Guidelines. However, it is possible that there may be unusual circumstances where a project may not be able to meet one or more of the standards due to the peculiarities of the project. In such instances, the Planning Commission may approve an exception provided that the overall intent of the Guidelines is still being met.

Amendments to the Guidelines

These Design Guidelines express the community's expectations for the design and quality of new development in the West Patterson Business Park Expansion Project industrial and commercial areas. Although they advocate basic principles of "good" design that have been found to apply in almost every occasion, they also encourage innovation and creativity. However, the Guidelines cannot anticipate how the community's expectations are likely to change over time as new design and construction techniques emerge and as tastes change. Thus, the Guidelines should be viewed as a "living document" that will evolve with the changing sentiments of the community. If amendments are deemed necessary in the future, they should be considered carefully and with the full participation of the community.

Who Does the Reviewing?

The Planning Director handles the task of design review for projects that do not require Planning Commission approval. When Planning Commission approval is required, such as a project requiring a conditional use permit, planned development or other entitlement, the Commission serves as the design review authority. When the Commission determines that a project conforms to all applicable provisions of the City Code, the project is approved. The approval may be subject to conditions that bear a reasonable relationship to the nature and intensity of development and the potential impacts such development may generate. Before a building permit may be issued,

the project must demonstrate compliance with all applicable conditions and codes. Minor exceptions to these Guidelines may be approved by the Planning Director (or the Planning Commission upon appeal) upon finding that the proposed design solution achieves the overall objectives of these Guidelines.

What Standards Will Be Used to Review My Project?

By its nature, design review involves subjective judgments: one person's idea of artistry may appear ugly to another. That is, in part, why these Design Guidelines were incorporated into the Master Development Plan and also why persons contemplating a development project should meet with City staff to discuss the design review process.

In their role as the design review authority, the Planning Director and/or Planning Commission will look at the entire design of a project, considering such factors as how the project relates to the natural features of a site and to surrounding development, and the visibility of the site along major corridors and entryways. They will also try to judge the quality of the experience people will have when working or conducting business in the development, as well as the effect the development will have on the visual character and quality of life of the community.

Design Guidelines

General Qualities of Design

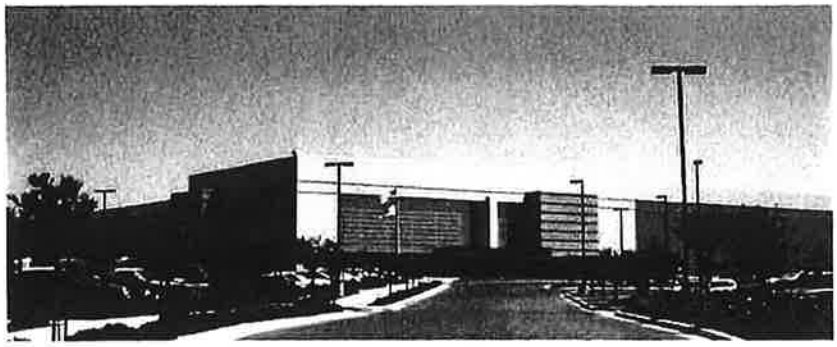
1. Industrial / business park centers shall be designed with a consistent architectural theme that employs elements to visually unify the buildings and signage. The projects conditions of approval shall be incorporated as part of the design guidelines.

2. Desirable design elements and qualities that should be incorporated into new industrial development include:

    - Variety of surface texture.
    - Wall articulation and relief (awnings, trellises, etc.).
    - Significant landscaping that complements the buildings.
    - Projection that helps identify the entrance.
    - Entries that resemble a quality office in appearance and architecturally integrated with the mass and composition of the building.

3. Large industrial buildings often convey a "box-like" appearance. The following design techniques should be employed to help reduce the box-like appearance of large scale, bulky buildings.

    - Provide articulation to the various components of a building's façade through the use of color, the arrangements of façade elements, or changes in materials.
    - Incorporating recesses, projections, trim elements and other architectural features to provide visual interest.
    - Incorporate landscaping and architectural detailing at ground level to lessen the bulk of the building.
    - Incorporating indentations, color bands, vertical seams, textured walls and articulated surfaces.



Examples of business park development

4. The roofline at the top of a structure should not run in a continuous plane. Offsets should be provided in the plane of

the roof at intervals proportional to the overall length of the façade.

Colors and Materials

5. Colors or logos indentified with an individual company should be employed as accent features to a building and should not be incorporated as a main architectural feature.

6. Large areas of bright intense colors shall be avoided. While more subdued colors usually work best for the overall color, brighter accent colors are appropriate for trim, windows, doors and key architectural elements. Bold stripes of color are not an adequate substitute for architectural detailing.

7. Wherever possible, the number of colors on a building should be minimized. Earth tones should be employed for the body of the building. Examples include shades of brown, beige, tan, brick, and gray. Generally, colors appearing on a building should be complimentary with contrasts provided by detailing or trim with primary colors.

8. Exterior materials should convey quality in design and construction.

9. Concrete construction for industrial business park buildings is encouraged and it is recommended that elements that provide articulation and visual interest be included. Examples include:

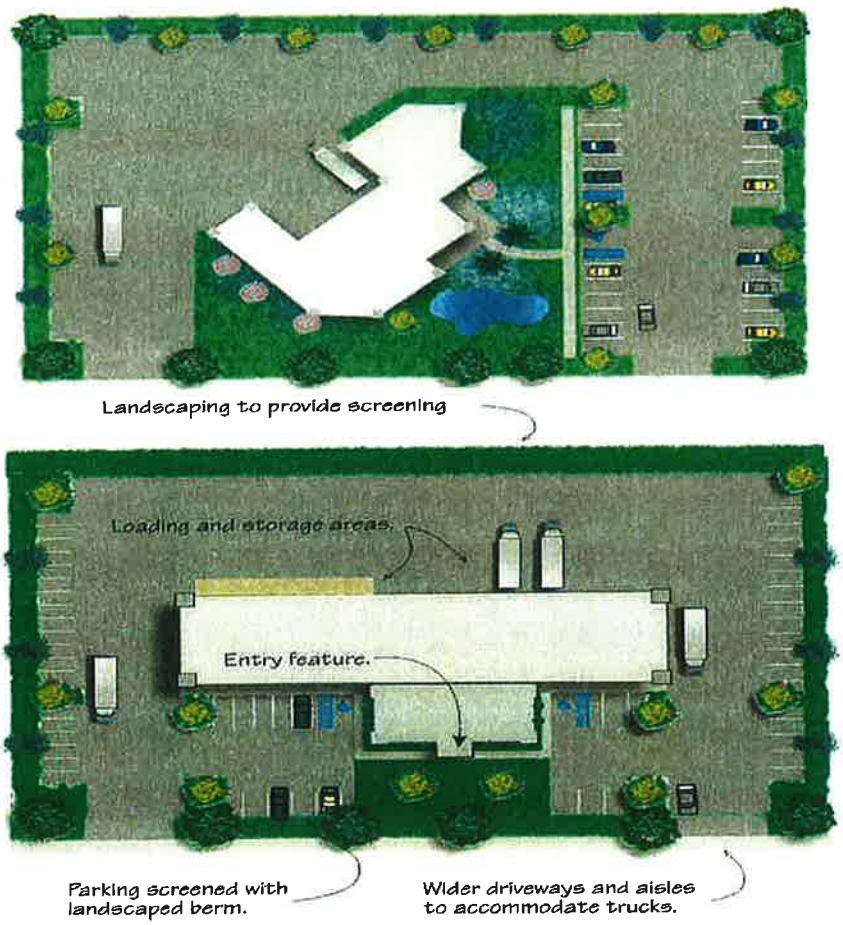
    - Texturing of the concrete surface to simulate rough or split-faced block.
    - Trim or other suitable exterior materials.
    - Painting of concrete is required. Painting on clay and concrete roofing tiles or shake roofs is prohibited.

10. Roof materials should be functional, durable and consistent with the quality of material employed on the buildings they serve.

Site Planning / Parking & Access

11. Site planning for industrial development should address the following principles:

    - Controlled site access;
    - Service and loading areas located at the rear or side of the building and screened from view;
    - Safe and convenient vehicular access, and, for buildings larger than 50,000 square feet, truck access is separated from visitor / employee parking;
    - Emphasis on the main entrance to the building;
    - Landscaping within parking lot areas and in areas visible from the public right of way;
    - Building setback should be proportionate to the scale of the buildings. Larger structures should be set back further on the lot to provide balance with open space and so that buildings to not impose upon neighboring properties.



An example of a site plan for a business park use incorporating ample landscaping, a water feature and truck loading at the rear. The site plan below depicts a more conventional industrial project with loading in the rear and perimeter landscaping.

12. Large expanses of parking are to be avoided. Landscaping, including trees, shrubs and ground cover shall be provided throughout parking areas in accordance with City standards. Lighting within parking areas shall be provided in accordance with City standards.

13. Parking should be screened from view and visually subordinate to the development. Parking lots should not overwhelm the appearance of a site, or views from the site, and should incorporate landscaping for all areas not used for vehicle storage, access or circulation. Plants, berms and low walls, or a combination of these features, should be used to help screen parking from adjoining streets.

14. Parking lots shall be landscaped both on the interior and around the perimeter. In general, a planter should be provided at intervals sufficient to achieve an overall canopy of trees and should generally have minimum dimensions of six feet by eight feet.

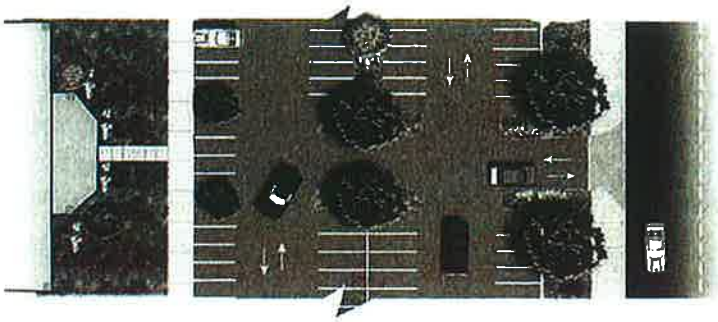
15. Entrances to parking and loading areas should be clearly marked with appropriate directional signage.

16. On-site circulation should be designed so that vehicles are not required to enter the street to move from one area to another.

17. Common driveways that provide access to more than one industrial site are encouraged and shall be utilized wherever possible.

18. Loading areas should be designed so that delivery trucks do not have to back onto the street for access.

19. Landscaping should be used to define areas on the site and emphasize the entrance to buildings, parking lots, and loading areas. The use of vines on walls can help soften the appearance of large building walls.



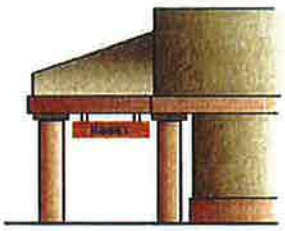
Signs

23. All signs shall be consistent with the City of Patterson sign ordinance in addition to the Guidelines in this section.

24. Provisions for the placement of signs shall be considered in the design of buildings. Signs shall bear a direct relationship to the overall design and character of a building and shall be compatible in size, scale, colors and materials with the architectural style of the building(s).

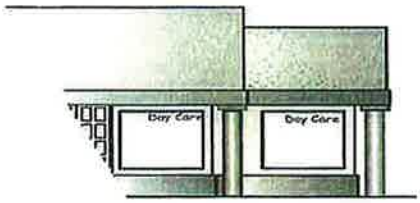
Canopy

Wall



Under Marquee

Projecting



Window

Signs should be integrated with the style and character of the project.

25. All signs shall be constructed of high quality materials such as stone, brick, cast concrete, tile or similar materials. Bare metal, wood or other non-durable materials shall be reviewed on a case by case basis.

26. For buildings with multiple tenants, a comprehensive sign program for the entire center is required. Such development shall utilize a single monument sign on each street frontage that identifies the overall name of the center. Signs for individual tenants shall be incorporated into the design of the project consistent with the other guidelines and standards for signage contained in these Guidelines and the City Sign Ordinance.

27. Signs shall be designed with permanent (non-changeable) graphics that are either back-lit or illuminated by means of recessed light fixtures at the sign base. Back-lit sign letters fixed directly to the sign face are encouraged over cabinet signs or other types of lettering. Flashing or message-board signs are not allowed.

28. Internally-illuminated sign cabinets are strongly discouraged. The placement of sign cabinets on building walls is prohibited.

29. Signage should identify the business or industrial center. Trade slogans are not allowed as permanent signage.

30. Stark constraints in sign colors should be avoided.

31. Monument-type signs are preferred for business identification. Pole signs are not allowed. Where several tenants occupy the same site, individual wall mounted signs are appropriate in combination with a monument sign identifying the development address. Monument signs shall be no taller than eight feet and shall be integrated with landscaping around the base.

32. Monument signs shall be designed to complement the architectural style of the buildings they serve and shall utilize high quality materials such as brick, stone, tile, cast concrete or similar materials. A cabinet sign placed on a base does not meet the intent of these guidelines. Cabinet signs may be allowed provided the entire cabinet exclusive of the sign face is

encased in the above mentioned materials, or if the overall design of the sign is unique and meets the intent of these guidelines.

33. Project identification signs should be placed at key project entries and form an attractive entry statement complemented by landscaping.

Landscaping

In addition to these guidelines, all projects must comply with the City of Patterson's Drought Tolerant Landscaping Ordinance.

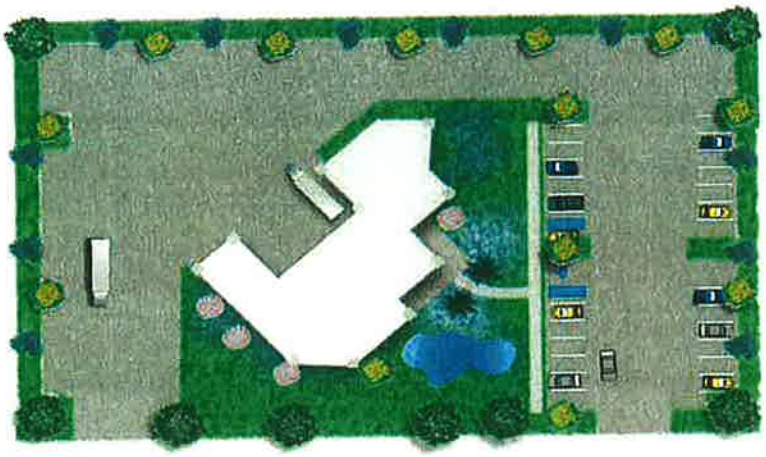
35. Landscaping should achieve the following objectives, as relevant to a particular project.

- Enhance the aesthetic appearance of development.
- Help buffer the transition between industrial and abutting residential development.
- Help control erosion.
- Screen incompatible land uses.
- Preserve the visual integrity of neighborhoods and commercial districts, and enhance pedestrian and vehicular traffic and safety by clearly distinguishing walkways and access points.
- Provide shade in parking areas.

36. Some commonly used planting design concepts include:

- Grouping specimen trees and providing rows at major focal points and entries.
- Flowering Vines on walls and arbors.
- Pots, vases, window boxes and raised planters.
- Trees to create canopy and shade, especially in parking areas and along pedestrian ways.
- Flowering trees or seasonal flowers to provide color.
- Berms, plantings and low walls to screen parking areas.

37. Landscaping and other open spaces should be integrated into the overall site design for a project. Landscaping should enhance and complement the design of the building(s), preserve and enhance views, provide buffers, transition areas and screening.



Business park site plan creating a campus-like setting by incorporating ample perimeter and parking lot landscaping, a water feature and entry statement.

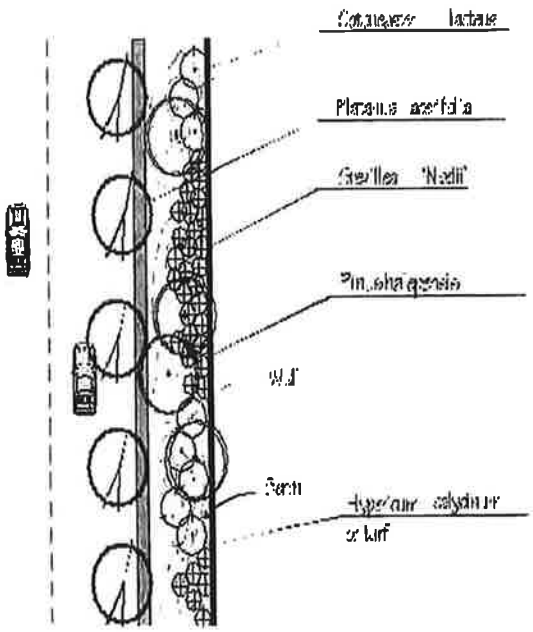
38. Landscaping should employ drought-tolerant varieties of plants, consistent with the City's Drought Tolerant Landscaping Ordinance.

39. A combination of deciduous and evergreen trees should be used to provide a variety of texture, color, and form in planting areas.

40. Trees with large canopies are required in parking lots, with accent trees at entries.

Walls and Screening

42. Screen walls should be designed to be compatible with the style and materials of the architecture of a site. Landscaping should be used in combination with such walls which covers at least 50% of the wall within five years. Berms should be incorporated into such landscaping. A conceptual landscaping plan that accomplishes these goals is provided below.



43. Long expanses of walls or fences should be interrupted with offsets and provided with accents to prevent monotony. Landscape pockets and pedestrian access through walls should be provided.

Staggered wall surface helps break up linearity.

Planter incorporated into wall provides relief from flat surface.

Variation in wall height along with foundation planting soften its appearance.

Materials that give texture to walls

44. Screening of outdoor storage should generally be solid, with a minimum height of six feet, in accordance with the City's fence height regulations. Vinyl-coated chain link fencing with slats may be appropriate for screening when not visible from the street in industrial zones. Chain link fencing is prohibited in commercial areas. Exposed chain link fencing may be used in industrial areas.

45. The use of barbed-wire or "razor wire" fencing is discouraged but may be considered in industrial areas where security of outdoor storage is a problem.

46. Where screening is required, a combination of elements should be used, including solid fences, walls, landscaped fences, landscaped berms and other landscaping.

IV. Guidelines for Commercial Development

Introduction

The form and scale of commercial development is shaped by the diverse nature of our modern economy and the manner in which consumers choose to move about, shop, work, and recreate. Each in turn influences how goods and services are produced and marketed. Accordingly, the guidelines for commercial development are organized into the following categories:

- General Principles of Design Applicable to All Commercial Development
- Large – Scale Retail Centers
- The projects conditions of approval shall be incorporated as part of the design guidelines.

General Principles of Design Applicable to all Commercial Development

Although commercial development covers a wide range of uses and settings, there are certain qualities common to each that should be expressed in the design regardless of its intended user or location within the City. The following guidelines should be applied to all new commercial development.

A. **Neighborhood Compatibility.** In designing a commercial project for a given site, it is important to analyze the areas surrounding the building site to find elements of compatibility that can be used in a new design. While a certain degree of variety is desirable and encouraged, compatibility with the neighborhood should be considered.

1. **Design.** Design factors that contribute to neighborhood compatibility include:

   a. Appropriate design theme;

   b. Proportional building scale/size;

   c. Appropriate building setbacks (if any) and massing;

d. Appropriate colors, textures, and building materials;

e. Adequate building articulation; and

f. Attention to form and function.

B. **Consistency of design.** Designs should demonstrate a consistent use of colors, materials, and detailing throughout all elevations of the building. Elevations which do not directly face a street should not be ignored or receive only minimal architectural treatment. Each building should look like the same building from all sides.

C. **Form and mass.** A building's design should provide a sense of human scale and proportion. Horizontal and vertical wall articulation should be expressed through the use of wall offsets, recessed windows and entries, awnings, full roofs with overhangs, second floor setback, or covered arcades.

D. **Roofline.** Roof design contributes strongly to the image of a structure as having quality and permanence.

1. A structure with a pitched roof, or pitched roofs over key building elements can sometimes project a more small-town image. Structures with flat roofs and parapets can be appropriate particularly in the downtown, but with particular special attention to the wall-to-parapet juncture, and to cornice details.

2. Pitched roofs may be gable, hip, or shed-style, but should either be full pitched or should appear so from the street. Any flat portions (i.e. equipment wells) should be relatively small and rooftop equipment should not be visible from streets or other public areas. On larger structures, pitched roofs should be multi-planed to avoid large, monotonous expanses.

3. Flat roofs are appropriate for larger commercial structures when it is determined that a project's overall design is amenable to flat roofs and is otherwise consistent with the objectives of these guidelines. When flat roofs are used, there should

be a continuous screening parapet topped with coping, or a cornice. Mansards should be used only to the extent that they maintain the same roof pitch as surrounding structures and are both high and deep enough to create the illusion of being a true roof. Steeply-pitched mansard roofs are discouraged.

E. Parapets. Parapet walls should be treated as an integral part of the building design, with architectural detailing consistent with the rest of the façade, and should not appear as unrelated elements intended only to screen the roof behind them.

F. Entries. Building entries should face the street and should be important and obvious elements in the design of a façade.

1. Each entry should be protected from the elements and should create an architectural focal point for the building.

2. Wall recesses, roof overhangs, canopies, arches, columns, signs, and similar architectural features should be integral elements of the building's entry design, and used to call attention to its importance.

3. Entries should incorporate windows to provide natural light and air, and to invite patrons.

4. Where appropriate, entries should incorporate seating, public art, lighting and areas to gather.

G. Additions to existing structures. The design of a building addition should follow the same general scale, proportion, massing, and detailing of the original structure, and not be in stark contrast to the original structure. Elements that help incorporate the main characteristics of the existing structure may include: the extension of architectural lines from the existing structure to the addition; repetition of bay, window, and entrance spacing or cornice details; roof design and ground-level details; use of the same or complimentary colors and materials; and the inclusion of similar architectural details (such as window/door trim, lighting fixtures, tile/brick decoration).

H. Materials and Colors. Colors and building material should compliment the form and massing of a building and reinforce a sense of compatibility with the neighborhood or district.

1. **Building Materials.** Building materials should be carefully chosen to enhance the consistency of the architectural theme and design.

    a. Materials should be used honestly. Artificial or decorative façade treatments, where one or more unrelated materials appear "stuck-on" to a building (such as artificial columns or posts), should be avoided. While authentic materials such as brick, stone, and wood are preferred, artificial products that effectively imitate real materials may be appropriate in limited situations. If artificial stone-like materials are used, they should look like local natural materials (for example, river rock, serpentine stone, etc.).

    b. Exterior finish materials should be chosen and applied so that they do not appear "thin" and otherwise artificial, as in the case of "brick" veneer applied to a single building face so that it is obviously only 3-inches thick when viewed from the side. Veneers should turn corners, avoiding exposed edges and continue down the side of a building to a logical break, such as a change in wall plane.

    c. Downspouts and drain pipes should preferably be placed within building walls. If they must be placed on a building exterior, they should be integrated with the architectural design, colors, and finish materials of the building.

2. **Colors.** The exterior colors of a building are as important as the materials in determining how people think about the building and its surroundings. Colors should be compatible with the existing colors of the surrounding area but need to duplicate existing colors.

a. The use of muted tones for the structure's base color is recommended. Color should not be used as an attention getting device.

b. Accent colors should be used thoughtfully and compliment the base color or a variation of its hue, either weaker or stronger.

c. The transition between base and accent colors should relate to changes in building materials or the change of building surface planes. Colors should generally not meet or change without some physical change or definition to the surface plane.

I. **Windows.** Existing windows should be maintained, and not "walled-in" or darkened to provide more interior wall or storage space. Building street frontages where buildings are placed adjacent to the sidewalk should have windows comprising between 60 and 85 percent transparent (e.g., windows and doors).

1. Windows provided in new development should be consistent with the size and rhythm of spacing established on adjoining buildings.

2. Window casings/frames should be constructed of durable materials that compliment the form and character of the building. If aluminum is employed, it should be simple in design with a dark anodized or baked enamel finish.

3. Ground floor windows should employ clear glass only, tempered to satisfy energy conservation requirements yet sufficiently transparent to afford views into the building.

4. Traditional mullions (true divided light windows) are preferred to muntins, which are short bars used to separate glass in a sash into multiple lights. Large windows without muntin or mullions are strongly discouraged.

J. Signs. Every structure should be designed with specific consideration for adequate signing, including provisions for sign placement, sign scale in relation to building scale, and readability. However, building façades designed solely for the placement of signs is strongly discouraged. The colors, placement, and materials of all signs should be integrated with the architecture and façade details of the structure.

These guidelines are intended to supplement and compliment the City's sign regulations:

1. The colors and materials of signs should complement the architectural style of the building.

2. The size of a wall sign should be in proportion to the scale of the wall to which it will be installed. Similarly, the size of a freestanding or monument sign should be scaled to its proposed location and compatible with surrounding signage.

3. Building signage should be located near the business entry.

4. Signing should be consistent in location and design throughout a development. The development of a signage program is highly recommended for projects with more than one business, including shopping centers, to encourage uniformity.

5. When more than one type of sign is used in a project, the styles of the signs should be consistent with one another so that the effect of the overall program is harmonious.

6. Text should be kept to a minimum and designed for business identification, not advertising purposes. Location, size, materials, and other features of a sign should be selected to achieve legibility.

7. Wall signs, monument signs and low-profile freestanding signs are encouraged. Distinctive architectural features, planting, window displays and merchandise can often communicate some of the message and identity usually conveyed by traditional signage.

8. Monument and Freestanding Signs. The base of a monument sign or the poles supporting freestanding signs should be architecturally compatible with the architecture of site buildings and enclosed or clad in architecturally compatible materials. Freestanding pole signs are strongly discouraged. Sign faces of these types of signs should be sufficiently high to allow the placement of landscaping around the bases without obstructing sign visibility.

9. Signage for pedestrians should be provided where necessary for orientation. Suspended and small projecting signs are good choices for business identification.

10. Illumination. Where permitted, lighting for signs should not create a hazardous glare for pedestrians or vehicles either in a public street or on any private premises. The light source should be shielded from view and excessive light spillage should be avoided. Indirect light source (e.g. 'goose neck' lights) are strongly encouraged.

11. Lighting for externally illuminated signs should be indirect and utilize focused light fixtures that do not allow light or glare to shine above the horizontal plane of the top of the sign or onto any public right-of-way or adjoining property.

12. Internal illumination. For internally illuminated signs, a dark background with lighter letters and graphics is generally preferable to the reverse. Raised lettering and graphics with halos or back lighting are also preferable to flat-faced signs with a light background and dark copy.

13. Individual "channel" lettered signs are encouraged; "canister" type signs are discouraged.

K. Site Planning. The placement of building son a site and its relation to adjoining development, the street, pedestrian and vehicular access are important considerations in the design of development that complements its surroundings.

1. **Consider neighboring development.** Each development proposal should demonstrate consideration and modification of designs as necessary for the existing conditions on and off the site including the following:

   a. The uses on, and site layout of, neighboring properties;

   b. The architectural style, shape and massing of neighboring structures;

   c. Existing natural features (e.g., mature trees, landforms, etc.);

   d. Privacy and solar access of the site and neighboring properties.

   e. Opportunities for new projects to provide physical links to adjacent development using sidewalks, and shared access drives and parking, whenever possible; and

   f. Opportunities for new projects to provide visual links to adjacent development in the form of similar landscaping, trees, etc., in addition to contextual architectural design as noted in b above.

2. **Building and Parking Locations.** Buildings should generally be oriented parallel to streets and should be placed as close to the street as required setbacks and consistent building placement will permit.

   a. Buildings may be angled to create interesting juxtapositions if there is a clear and desirable design goal to be achieved. However, the definition of the street edge is an important role

for buildings and should be considered in project design. Variations from this guideline may occur for wider setbacks from the street if a pedestrian oriented use or activity area is proposed or needed (for example, outdoor dining or a rest area) or to maintain continuity with landscaped areas on adjacent properties.

b. The orientation of building should respond to the pedestrian or vehicular nature of the street. Buildings with high pedestrian use should face and be directly accessible from the sidewalk.

c. The City strongly encourages shared parking arrangements and reciprocal access where appropriate. Parking areas on adjoining parcels should be connected to allow continuous vehicle, bicycle, and pedestrian access. Pedestrian linkages between parcels from building should be located separately from vehicle connections where possible and, in all cases, clearly differentiated from vehicle ways.

d. Scenic views and natural features around the site, and a site's location on a scenic route is strongly encouraged early in project design.

e. Corner buildings should have a strong tie to the setback lines of each street. The primary mass of the building should not be placed at an angle to the corner. This does not preclude angled building corners, or an open plaza at a corner. The latter are strongly encouraged.

f. The visual impact of parking lots should be minimized by locating these facilities to a portion of the site least visible from the street and by providing adequate screening, parking lot landscaping and setbacks.

g. Parking areas should be connected to building entrances by means of enhanced (patterned or stamped) paving.

h. Handicapped access should be provided into the property from the nearest point of public transit.

i. Loading facilities should not be located at the front of buildings where they will interfere with customer and employee traffic and be difficult to adequately screen. These facilities are usually more appropriate at the rear of buildings; however, loading areas should not look like and afterthought. They should be screened from street and off-site views to the maximum extent feasible, and should be architecturally integrated with the design of the building. Special attention should be given when designing loading facilities in a rear location adjacent to residential uses. Techniques such as block walls, enhanced building setbacks with landscaping, or fully enclosed loading areas and careful attention to the location and shielding of lighting and equipment (i.e., trash compactors, generators, etc.) can help minimize adverse impacts to residents. It is sometimes preferable to require that tenant spaces within a commercial project receive and ship products through the "front door," rather than subject adjacent residential uses to the noise and night time glare associated with actual loading facilities.

L. Landscaping. Landscaped areas should be planned as an integral part of the overall project and not simply located in "left over" areas of the site.

1. Landscaping should be used to help define outdoor spaces, soften and complement a structure's appearance, and to screen parking, loading, storage, and equipment areas. Landscaping should also be employed for its utilitarian qualities, such as the provision of shade, its ability to enhance the aesthetic appeal of a street, district or commercial site, and for its capacity to reinforce and complement historic cultural values.

2. The use of on-site pedestrian amenities (such as benches, shelters, drinking fountains, lighting, and trash receptacles) is encouraged. Theses elements should be provided in conjunction with on-site open

spaces and be integrated into the site plan as primary features.

3. Trees should be used in parking lots to help visually break up large expanses of paving and to provide some shading. Some trees within parking areas should be deciduous, to provide pavement surface shading during the warmer months, and to allow for solar gain during the winter. Tree species should be selected with rooting and canopy patterns to fit the spaces provided them. In general, species with messy fruits, pods, and seeds that will drop on the surfaces below are not good choices.

4. Healthy, mature trees should be maintained and incorporated into the site design wherever possible.

5. Planting should be included on all developed sites. Planting areas should be integrated with the building design, enhance the appearance and enjoyment of the project and soften the effect of the buildings and paving. Landscaping should use a combination of trees, shrubs, and ground cover. A projects planting should blend with vegetation on nearby property if the neighboring greenery is healthy and appropriate. The City encourages innovation in planting design and choice of landscape materials.

6. Vegetation and natural features. Healthy existing vegetation should be kept and incorporated into site and planting plans if they improve the site's appearance or enhances its proposed use.

7. Extent of landscaping. A site should be adequately planted on all sides and on the interior. Trees should be planted along streets in accordance with the City's Tree Regulations. Those trees should be selected from the City's "street tree" list; trees not on the list may be used if approved by the City. Trees might be required on other parts of a site for screening.

8. Plant selection. The purpose of planting – shade, screening, erosion control or appearance, for example – should determine what types of plants

are selected. Thickness, height, variety of color (not uniform), seasonal characteristics and ultimate growth should be considered. A generous amount of vegetation should be planted.

9. Water conservation. The conservation and efficient use of water are important City goals. The City strongly promotes the use of native and drought tolerant materials and sets water efficient landscaped standards. The following landscape standards should be applied to all new development.

    a. Irrigated turf areas should not exceed 20 percent of the site's total area.

    b. Water saving turf varieties or turf substitutes (groundcovers) should be used where appropriate.

    c. Planter and turf areas will be designated for maximum water efficiency and ease of maintenance. Turf should not be used in narrow planters, raised beds, and other relatively small planters.

    d. Planting on slopes over 15 percent causes excess irrigation runoff, and will not be allowed.

    e. Use decorative paving and alternative ground covers such as pathway bark, crushed rock, wood chippings, concrete, brick, or wood pavers to attractively landscape pathways, service areas, or areas difficult to maintain.

    f. Plants should be selected appropriately according to their suitability to the climatic, geological, and topographical conditions of the site. Protection and preservation of native species and natural areas is strongly encouraged, and any proposed removal will be evaluated for its appropriateness.

    g. Plants having similar water use should be grouped together in distinct hydro-zones and irrigated by a separate valve. Non-potable water should be used wherever possible for irrigation.

h. Plant selection should clearly emphasize the use of drought tolerant and water conserving plants.

i. Curbs, header boards, pavers, and other decorative materials should be used to define the edges of planters to reduce irrigation runoff into non-planted areas, and to define turf areas.

j. Water features will be designed and maintained to use water efficiently. Pools, ponds, decorative fountains and other similar ornamental water features will use re-circulating water. Water features will be of a design, shape, and size that maintains water loss through evaporation.

k. Parking lots should be adequately landscaped to prevent large, uninterrupted expanses of paving.

l. Planted areas should have a two-inch thick layer of mulch to reduce soil moisture evaporation and discouraged weed growth.

m. Use erosion control measures on planted slopes of 3:1 (33 percent) or steeper. Where runoff and erosion are likely, planter slopes should have jute mesh, straw matting or comparable biodegradable material to reduce erosion and allow plants to become established.

10. Placement. Plants should be placed with respect for their life cycles-for such factors as their ability to maintain and reproduce themselves, their size at maturity and their life span. Placement also should respect the different environmental requirements of different plants; factors such as temperature, moisture, soil, sunlight, and wind should be considered.

11. Irrigation. Most plants need to be irrigated to look their best. The City encourages the use of drought-tolerant plants; however, even these need regular water to become established. An appropriate irrigation system might include sprinklers, bubblers, a drip system and hose bibs, for example. The

system should be designed for efficient, conservative use of water. The use of automatic watering systems, set to water at night, are encouraged. Planter areas need to be large enough to properly accommodate the proposed irrigation systems.

12. Protection for planters. Planting areas should be protected by wood, masonry or concrete curbing where necessary.

13. Trees/Landscaping removals. Proposals to remove trees over three inches in trunk diameter should be shown on plans. The type, trunk and canopy diameter, and status (e.g. to be removed, saved, relocated) needs to be noted. Landscaping should not be considered for removal as part of a demolition plan without accompanying development plan that demonstrates why the plantings cannot be saved and provides for an adequate replacement.

14. Maintenance. Landscaping plans should be designed with function and ease of maintenance in mind. Diseased vegetation should be treated and dead vegetation replaced. Configurations that tend to catch trash and debris should be avoided.

15. Other Considerations. Proposed landscaping should also be designed to address the following additional considerations:

    a. Maintenance and replacement
    b. Water shortages, potential problems with reclaimed water
    c. Effects of drought – plant loss, increased water costs
    d. Health concerns – allergies (heavy pollen producing trees)
    e. Poor soils and poor drainage
    f. Intrusion of temporary structures onto landscape space
    g. Safety issues – tree fall, root damage, visibility
    h. Disease concerns – pitch canker, borer beetle

M. Screening. Screening can protect and separate uses and site functions to decrease adverse noise, wind, or visual impacts and to provide privacy. The need for screening should be considered early in the design process so that screening elements (such as fences and walls, berms, and landscaping) can be effectively integrated into the overall project design and not added later as an afterthought.

A. The method of screening should be compatible with the adjacent structure in terms of overall design, materials, and color.

B. Where screening is required at the ground level, a combination of elements should be considered including solid masonry walls, berms, and landscaping. Surfaces that are susceptible to graffiti, such as walls, should be covered with landscaping.

C. Roof-mounted equipment, including but not limited to air conditioners, fans, vents, antennas, and dishes should be set back from the roof edge and placed behind a parapet wall or in a wall, so they are not visible to motorists or pedestrians. Screening for equipment should be integrated into the building and roof design by the use of compatible materials, colors, and forms. Wood lattice and fence-like coverings are not allowed for screening.

N. Refuse, Storage and Equipment Areas

1. **Trash/recycling enclosures & service areas.** Refuse containers, service areas, loading docks, and similar facilities should be located out of view from the general public, and so that their use does not interfere with on-site parking or circulation areas, and adjacent uses, especially residential uses.

    a. Trash/recycling enclosures and service and loading docks should be conveniently located and large enough to accommodate the uses on the site, but should not interfere with other circulation or parking on the site.

b. Trash containers should be located away from public streets and primary building entrances, and should be completely screened with materials that are consistent with those on adjacent building exteriors.

c. Trash storage areas that are visible from the upper stories of adjacent structures should be screened with a trellis or other horizontal cover to mitigate unsightly views. The covering should be consistent with the architectural style of adjacent buildings.

d. Enclosures should be designed for long-term use and made of durable materials on a concrete pad.

O. Outdoor Storage, Display and Sales.

1. Outdoor storage areas should be screened with a solid fence, wall or mature hedge or other screen planting at least six feet high.

2. Where permanent outdoor storage of materials or sales items will exceed six feet in height. The materials should be provided with screening of comparable height and integrated with the overall design of the adjoining building.

P. Lighting. Lighting provides safety and orientation, but may also be a nuisance when it intrudes unnecessarily onto surrounding properties or the street. Conversely, lighting can enhance the aesthetic qualities of commercial development when used to complement its form and character and to create ambiance.

1. Outdoor lighting should be designed to illuminate at the minimum level necessary for safety and security, and to avoid harsh contrasts in lighting levels between the project and adjacent properties to the maximum extent possible. In all cases lighting should be designed to minimize glare by, among things, recessing the light within the fixture.

2. Lighting fixtures should not appear as an afterthought but should be integrated with the design of the buildings, parking and landscaping.

3. Lighting for parking areas and vehicular circulation lighting should be cut-off type fixtures that contain light on the intended areas. Bollard type lighting for pedestrian activity areas may use other light sources.

4. Lighting fixtures in parking lots should be located to assure adequate light levels and to avoid displacing trees.

5. Lighting fixtures in parking lots should not exceed 20 to 25 feet in overall height from the finished grade of the parking facility, except that light standards in large-scale commercial development may be taller so long as it can be demonstrated that such lighting will not adversely impact surrounding residential neighborhoods.

6. The design, size, and placement of outdoor lighting fixtures on buildings and in parking lots should be in keeping with the architectural style of the buildings. More, smaller-scale parking lot light instead of fewer, overlay tall and large parking lot lights should be installed. Outdoor light fixtures mounted on building walls should relate to the height of pedestrians. All light fixtures should be directed downward and shielded so that the light source itself is not visible and does not spill over to adjacent properties.

7. Bollard-type luminaries 3 to 4 feet in height are encouraged as pedestrian lighting.

8. Roof lights, wall washes, lighted roof panels and other methods of illuminating buildings are discouraged, including neon.

Q. Walls and Fences. The fact that commercial and industrial uses often require large outdoor areas for production activities, parking, or storage necessitates the thoughtful design of surrounding walls and fences because they can become significant visual elements on the site. It is of primary importance to take into account the public street frontage impact of walls and fences.

1. If walls are not required for a specific screening or security purpose they should not be used. The intent is to keep walls as low as possible while still performing their screening, security and noise attenuation functions.

2. Where walls are used at property frontages, or screen walls are used to conceal storage and equipment areas, they should be designed to blend with the site's architecture. Landscaping should be used in combination with such walls whenever possible.

3. Long expanses of fence or wall surfaces should be offset and architecturally designed to prevent monotony. Landscape pockets should be provided along the wall.

4. With taller walls over five feet in height, it may be more appropriate to have a stepped design which allows for the creation of a planter area between wall components. The use of trailing vines or groundcovers in these planters is encouraged.

5. When security fencing is required, it should be a combination of solid columns, or short solid wall segments, and wrought iron grill work, rather than the entire fence being a single material. Razor wire is prohibited. However, chain link fencing may be allowed when not visible from the street and so long as the fencing is vinyl or powder coated.

6. The aesthetic quality of walls and fences along collector and arterial streets should be given special consideration, especially where used to screen parking lots. Long stretches of the identical wall or fence should be avoided; changes in the design

should be made at logical points along the length of the wall or fence, such as at intersections.

R. Public Art. Public art can enliven an urban environment, enrich pedestrian experience, and stimulate interaction between artist and viewer. In the City, public art, as with all other improvements, is subordinate to the overall purpose of enhancing the beauty and enjoyment of the center.

1. Examples of appropriate public artwork include (but are not limited to) sculptures, murals, fountains, and kinetic art. Public art should reflect a city-wide collection of diverse media and style.

2. Proposals for placement of public art should consider and describe the relationship of proposed works to their immediate surroundings and to the City, especially as the proposed locations or artistic endeavor is reflective of important people and places in the history of Patterson.

3. Plans for development may identify specific locations for public art, and works may be commissioned or purchased to strengthen the context of these locations.

4. Poorly maintained public art is detrimental to a given commercial project and to the City. Works should not be installed (whether acquired by gift or purchase) unless accompanied by an endowment for long-term maintenance.

5. Public art should be incorporated into streetscape elements such as paving, bus shelters, benches, tree grates, and fences, whenever feasible.

6. Sites larger than 5 acres should create an open space or plaza with amenities such as benches, monuments, kiosks or public art. Amenities should be in prominent location, interconnected with the uses and walkways on the site, and be landscaped.

S. **Telecommunications Facilities.** The placement and design of telecommunication facilities are regulated by provisions of the City's Municipal Code to promote the aesthetic appearance of the City, to ensure public safety, and to acknowledge and provide the community benefit associated with the provisions of advanced communication services within the City.

1. The placement of telecommunications facilities (including towers for cellular phones, satellite earth stations, and associated facilities) shall be subject to relevant provisions of the City Code which prescribes standards for the location, screening, minimum setbacks, structure height, colors, and materials.

T. **Drainage and Water Quality.** Site planning, grading, and landscaping that incorporates screening through the use of berms shall be designed to comply with the relevant provisions of the National Pollution Discharge Eliminations System (NPDES).

Guidelines for Large-Scale Commercial Projects

Large-scale commercial projects generally exhibit the following characteristics:

- A building site of ten or more acres;
- At least one large "anchor" tenant space, along with multiple smaller attached tenant spaces;
- One or more detached tenant spaces, or "pad spaces" located near the street;
- Total building floor area of 100,000 square feet or more (project area);

Larger commercial centers present a number of design challenges relating to the size, form and mass of buildings and mass of parking area, an emphasis on customers who arrive primarily by motor vehicle (and by extension issues relating to on-site circulation for motor vehicles and pedestrians) and how such development can create desirable settings for shopping.

A. **Site planning for large-scale development.** Project site planning should emphasize pedestrian-oriented features, even though most customer trips to these facilities may be by auto. Even people who arrive by

auto must walk from car to building; in addition, some customers may arrive by transit, bicycle or on foot. Buildings in parts of the City that are more suburban and auto-oriented in character should incorporate major on-site plazas, open space areas and streetscape elements for pedestrian use between the major tenants and the parking lot. In the case of new commercial structures located on major arterials, it may also be appropriate to provide landscape setbacks between buildings and streets.

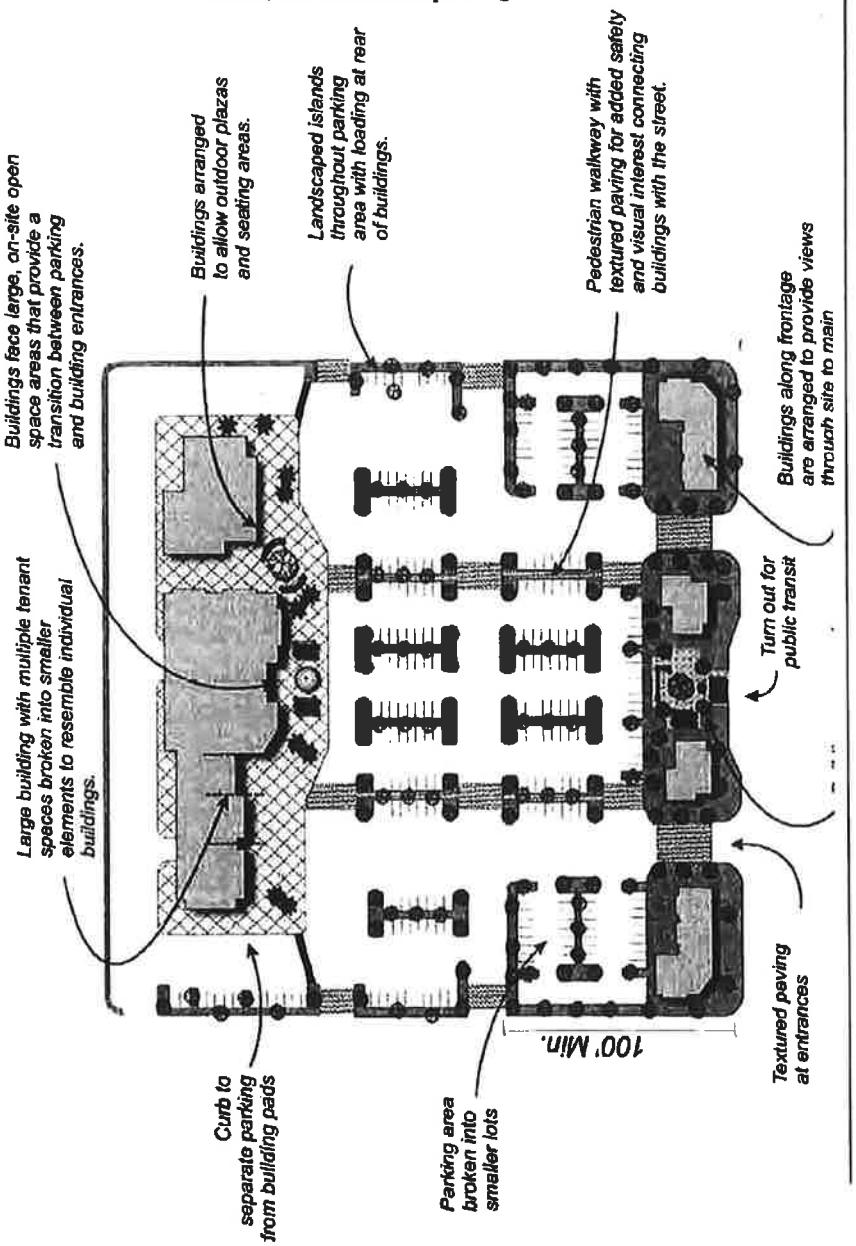
1. The layout of buildings and parking on the site should emphasize a strong relationship to adjoining streets, and encourage pedestrian circulation and access between the buildings and the street. Buildings should be placed near the street frontage on streets with slower traffic speeds and a pedestrian orientation, but may be located farther from a wide street with higher traffic speeds. The placement of buildings should also consider solar orientation, and the protection of outdoor pedestrian areas from the wind.

2. Site planning should include an outdoor use area or focal point adjacent to major building entrance. The area should provide public amenities such as a water feature, benches, landscaped areas with shade trees, public square, etc. Projects with two or more structures should group the buildings to define this space.

3. Buildings backing onto and visible from Interstate 5 should allow for clusters of evergreen trees and other extensive plantings to screen undesirable views of buildings.

4. Large scale commercial projects and shopping centers should be designed to locate a minimum of 30 percent of the total site frontage at the front setback line, with direct pedestrian access to the buildings form the sidewalk. Locating buildings near the front of the property, together with substantial landscaping, strengthens the overall streetscape, and helps screen off-street parking areas.

5. Multiple buildings in a single project should be designed to create a visual and functional relationship with one another. Whenever possible, multiple buildings should be clustered to achieve a "village" scale. This creates opportunities for plazas and pedestrian areas while preventing long rows of buildings. When clustering is impractical, a visual link should be established between buildings. This link can be accomplished through the use of an arcade system, trellis, colonnade, landscaping and trees, or enhanced paving.



6. The location of open space areas should be accessible from the majority of structures, and should be oriented to take advantage of sun or shade, and offer wind protection, as appropriate.

7. As a desirable objective, projects should seek to achieve a connection between the on-site pedestrian circulation system with the off-site public sidewalk at least once in each 200 linear feet of sidewalk adjacent to a project.

B. Parking Areas. Parking lots for large-scale commercial centers should be designed to be equally pedestrian and vehicular oriented, as follows:

1. Location and Designing of Parking. Parking should not be the dominant visual element of a site. Large, expansive paved areas between the building and the street are to be avoided in favor of smaller multiple lots separated by landscaping or buildings, or located to the sides and rear of buildings. The design of large-scale retail centers should provide a portion of the required parking at the sides and rear of the building to avoid the appearance of a large expanse of asphalt between the buildings and the street.

2. Landscaping. Parking areas should include substantial landscaping, including trees planted in an "orchard" layout. Extensive landscaping throughout parking areas and the project site is highly desirable because landscaping can soften the appearance of large structures, assist in energy conservation by shading cars and by reducing heat gain by buildings adjacent to large asphalt areas, and make walking around the site a more pleasant experience for pedestrians.

3. Pedestrian Routes. Safe and direct pedestrian routed should be provided through parking areas to primary entrances, and designed as noted under "Pedestrian Circulation."

4. Overflow and Employee Parking. Where appropriate because of site characteristics,

surrounding land uses, and project site planning, parking areas intended for employees and peak-season overflow may be allowed to have screening perimeter landscaping only, with no internal plantings, provided that these parking areas are located behind the main structures and not readily visible from streets or residential areas.

5. Shopping Carts (when appropriate to the tenant). Parking areas should include shopping cart corrals of sufficient quantity and frequency so that carts can be conveniently dropped off without obstructing vehicle, bicycle, or pedestrian movement, or being left in landscaped planters.

C. Pedestrian Circulation and Amenities. It is the nature of large retail uses that most customers arrive by car and make purchases that cannot be carried home by foot or bike. Nevertheless, the large parking lots in theses projects cause much of the customer's experience to be as a pedestrian, often walking long distances form car, to entrance and back, as well as between buildings. Safe accommodation for pedestrians is essential and should be an integral part of site design.

1. Sidewalks at least ten feet in width should be provided along all sides of the lot that abut a public street.

2. Sidewalks should be provided along the full length of the building along any façade with a customer entrance, and along any façade abutting a parking area. The sidewalks should be located at least six feet from the façade to provide area for landscaping to help soften the transition from hardscape to the building, except where the façade incorporates pedestrian-oriented features such as pedestrian entrances or ground floor windows. Sidewalks should be ten feet wide, exclusive of any area planned for outdoor display or storage. The sidewalks should have wells (with 5' by 5' iron tree grates) for canopy trees at 30-foot intervals along the sidewalk edge adjacent to parking areas or vehicle access ways, so that the combination of

building wall, sidewalk, and trees provide an enhanced pedestrian experience.

3. Pedestrian walkways within the site should be provided an all-weather protection feature such as an awning within 15 feet of either side of all customer entrances, which should also cover nearby short-term bicycle parking.

4. Pedestrian walkways within the site should be distinguished from driving surfaces through the use of special pavers, bricks, or colored/textured concrete to enhance pedestrian safety and the attractiveness of walkways. Pedestrian circulation in parking areas should be parallel to traffic flow toward building entrances, and separated from drive aisles within 50 feet of entrances. Sidewalk landings should be provided and extended between parking spaces where needed to connect pedestrians to walkways, and accented with landscaping.

5. Clearly demarcated and direct pedestrian routes should extend from peripheral public sidewalks and transit stops to the sidewalks that from commercial outlets. These routes should be distinguished from driving surfaces by using contrasting pavement materials.

D. Building Design / Human Scale. Building design should be site-specific, and incorporate design themes and features reflecting Patterson's character and history. Building details should relate to the scale of pedestrians as well as passing motorists.

E. Entrances. Where practical in the context of business operations, each side of a principal building facing a public street should feature at least one customer entrance. Where a principal building directly faces more than two abutting streets, this guideline should apply only to two sides of the building. The use of a corner entrance will satisfy the entrance requirements for only one side of the building.

Customer entrances should be clearly defined and highly visible, with features, such as canopies or

porticos, arcades, arches, wing walls, and integral planters.

F. Exterior Wall Materials. Predominant exterior materials should be of high quality. Examples of these materials include brick, wood, stone, tinted/textured stucco, and tile accents. Smooth or split-faced concrete masonry units, tilt-up concrete panels, or prefabricated steel panels should generally be avoided for expansive wall surfaces, but may be appropriate in limited areas as building accents.

1. Building walls should incorporate the same quality and level of detail of ornamentation on each elevation visible from a public right-of-way.

2. Building façade details and materials should incorporate elements found in the traditional architectural vernacular of Patterson, and integrated into building design, and should not be or appear as artificial "glued/tacked-on" features, such as trellises that do not support plant materials, encouraging the perception of low quality.

G. Wall Design. All building walls, especially those visible from public roadways or residential areas should be designed to break up the appearance of a box-like structure.

1. Façade Articulation. For walls more than 100 feet in length, include extensive façade articulation in the form of horizontal and vertical design elements to provide variations in wall plane and surface relief, including providing a variety of surface textures, recesses and projections along wall planes. Ideally, theses recesses or projections should accommodate secondary uses/liner shops, and/or reflect the different internal functions of the store. Primary building façades with prominent architectural elements such as arcades, colonnades, repeated awnings, or shade/weather protection are strongly encouraged. Such elements should be placed around, and extend from the front to the rear of the building. Alternative treatments may be approved by the Planning Director through design review.

2. Ground Floor Windows. Ground floor windows with bulkheads are highly encouraged. Theses should ideally provide pedestrians with views into the building, but even display windows can improve the pedestrian experience of the building at the street or sidewalk level.

3. Design Details. A variety of building and wall features should be used, in ways that avoid a cluttered appearance. These may include varying colors, reveals, an external wainscot or bulkhead at the building base to reduce apparent bulk, cornices and parapets details, and moldings. The feature should employ a variety of materials as appropriate for the architectural style.

Bulkheads should be constructed of a durable material other than stucco, such as tile, rock, or pre-cast concrete.

4. Corporate Identification. Colors logos identified with an individual company should be employed as building accent features, and not used as the main or dominant architectural feature of any wall.

5. Colors. Large areas of bright, intense colors should generally be avoided. While more subdued colors usually work best for large façade areas, brighter accent colors may be appropriate for trim, windows, doors, and other key architectural elements. Bold stripes of color are not an adequate substitute for architectural detailing. Color schemes should be complementary and not clash.

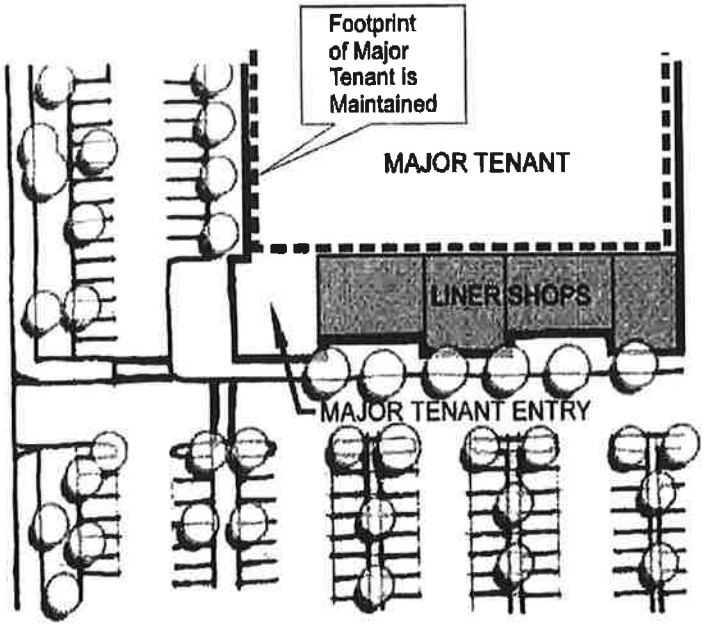
H. Vertical Wall Articulation. The height of building walls facing streets or on-site pedestrian areas should be carried so that the vertical mass is divided into distinct, human-scaled elements.

1. Except on a pedestrian-oriented public street where buildings are at the back of the sidewalk, structures over 20 feet in height (typical for structures of two stories or more) should step back in the building mass or visual design to provide visual variation.

2. The façade of the areas stepped-back above the actual or apparent first floor should include detailed building articulation with windows, eaves, and decorative details such as tiles, wood trim, etc. as appropriate. It is also important that the façade below the step-back have a substantial structural appearance, and not simply appear as an awning "tacked-on" to the building.

I. **Rooflines.** The roof lines should be carried to break up the mass of the building. Pitched roofs with roof overhangs proportional to the scale of the adjoining building wall are encouraged. Major roof-mounted equipment should not be visible from off the site. Cornices and decorative parapets should be utilized to conceal flat roofs and to screen any roof-mounted mechanical equipment.

J. **Secondary Uses/"Liner" Shops.** One approach to help break up the appearance of the large, primary building with more human-scale elements is to arrange secondary uses or departments such as pharmacies, photo finishing/department, snack bars, dry cleaning, offices, storage, etc., along the outside of the anchor building by projecting them outward or recessing them inward, while maintaining the overall floor plan and area of the major tenant. This includes providing the individual uses with separate entrances and windows facing the outside, eating areas with table, chairs, umbrellas, etc.



K. Loading Areas. Loading docks, trash collection areas, outdoor storage, and similar facilities should be incorporated into the overall design of the building and landscaped, so that the visual and acoustic impacts of these functions are fully contained, and out of view from adjacent properties and streets. Any screening materials should be of the same quality and appearance as those used on the building itself.

L. Landscaping. Landscaping that complements and is in scale with the building should be provided adjacent to structures. Landscaping should include evergreen trees, shrubs and ornamental landscaping (and berms where appropriate) with all landscape areas having a minimum width of six feet. Landscaping should be used to create a focal point near front building entrances. Sidewalks and other walkways should also be integrated with landscape areas around building base and in parking lot areas. Trees should be planted in notable clusters within larger planting areas, and not exclusively in lines along building façades.

M. Signs. The signs provided in conjunction with a large-scale retail project should comply with the following guidelines:

1. Proposed large-scale retail projects should include a comprehensive program that effectively integrates signage into the project design.

2. Signs designed for freeway exposure should be incorporated into the design of a project. Lettering/sign elements should be in scale with the form and mass of the building.

3. Along with typical auto-oriented wall and freestanding signage, permanent, pedestrian-oriented window, awning, projecting, and suspended signs should also be provided as substitutes for excessive wall signs.

4. Given the topography of the site and its relation to the adjacent canals and Interstate 5, it is expected that the signage identifying a regional shopping center should be designed for long distance visibility. Such sign design should be sufficient to

locate and promote the center from a reasonable distance and to provide safe transition for traffic exiting Interstate 5 to the center.

V. Infrastructure

Introduction / Background

In 2010 The City of Patterson adopted its current General Plan. A Water Supply Analysis for General Plan Update, Wastewater Master Plan, and Storm Drainage Study were developed as part of the General Plan to analyze the three different land uses identified in the General Plan. These Master Plans were used as the basis for the Project Specific Master Plans for Water, Sanitary Sewer and Storm Drainage as prepared by GDR Engineering, Inc. for the West Patterson Business Park Expansion Project. In addition to the Phasing sections listed below, please refer to Arambel Business Park and KDN Retail Center and Business Park Development Agreements.

Water Supply, Storage and Distribution

General

Based on the General Plan, implementation measure PS 15.h on page PS-18, the water system will be a "dual" water system: domestic and non-potable. A Water Supply Analysis for General Plan Update was prepared for the General Plan that provided exhibits showing the general layout of the potable and non-potable water mains. The general locations of the proposed water wells and storage reservoirs are shown on figures 9.1 and 9.2.

Design Parameters

The Water Supply Analysis for the General Plan Update used an average day factor for the potable water usage of 625 gallons per acre per day (GPAD) for commercial and retail development. The peak day demand was calculated using a peaking factor of 1.5 applied to the average day demand. The peak hour demand was calculated using a peaking factor of 3.68 applied to the average day demand.

The non-potable demand was calculated using a factor of 2.5 GPM per acre.

The reservoirs will be sized in conformance with the factors listed in the Water Supply Analysis for General Plan Update. These factors include an Operational Storage Factor of 0.3 and an Emergency Storage Factor of 0.5 that are applied to the Maximum Daily Demand. In addition, the reservoirs must store the demands required for fire suppression of 1,080,000 gallons.

The booster pumps at the reservoirs will be sized to supply the peak hour demand and fire flow demand. The development is located within Zone 2 of the City Domestic Water System. Due to the elevation differential in the area generally between the California Aqueduct and Interstate 5, an in-line booster pump station may be required to serve this area.

Water Demand and Storage

The maximum day potable water demand for KDN Retail Center / Business Park will require 0.12 MGD and the Arambel Business Park will require 0.78 MGD to meet this demand. The total demand is 0.90 MGD (625 GPM).

The irrigation demand for KDN Retail Center / Business Park will require 0.15 MGD and the Arambel Business Park will require 1.03 MGD to meet this demand. The total demand is 1.18 MGD (820 GPM).

The storage requirement for the annexation area is approximately 2,700,000 gallons. There is an existing reservoir on the site that has a storage capacity of 1,300,000 gallons. This would require the annexation area to construct reservoirs with an additional storage of 1,400,000 gallons.

System Design

Pipelines

The domestic water distribution system would consist of looped systems consisting of 16-inch and 12-inch lines that would provide domestic water and fire flow. A 16-inch transmission main will supply water to the proposed reservoir. The layout of the water lines is shown in Figures 9.1 and 9.2.

Water Supply

The domestic well water will be provided by the City of Patterson capable of delivering the maximum day demand (625 GPM) and pumping to reservoirs for the distribution system.

Reservoirs

The total storage required for peak day plus fire flow is 2.70 million gallons. There is an existing 1.3 million gallon tank on the KDN

Development site. An additional 1.4 million gallons will need to be provided in the Arambel Development. There are two potential reservoir sites shown in Figure 9.1 that will provide the storage required. The tank location will be finalized as development occurs. The existing tank and the proposed tank will be connected with a 16-inch transmission line.

Booster Pumps

The booster pump station would have two pumping systems, one to meet the domestic demand and one to meet the fire flow demand. The peak hour demand for the KDN Retail Center / Business Park was calculated to be 0.43 MGD (300 GPM) and the Arambel Business Park was calculated to be 2.87 MGD (2,000 GPM). The total potable water booster pump flow required is 2,300 GPM. The fire booster pumps would need to be able to pump 4,500 GPM.

An in-line booster pump will be required to service the area between the California Aqueduct and Interstate 5.

Non-Potable Water System

The irrigation water will be supplied by non-potable shallow irrigation wells located in the development area. It was assumed that there will be irrigation wells constructed at each of the detention basin sites. Existing wells could also be utilized for irrigation. The irrigation wells will be interconnected through a non-potable pipe distribution system. The layout of the non-potable water lines is shown in Figures 10.1 and 10.2.

Phasing

Developer shall drill and construct a non-potable well before occupancy of any building. Developer shall also install and dedicate a new one million four hundred thousand (1,400,000) gallon water tank or a pressure reducing zone valve and a potable well prior to occupancy of more than two million two hundred sixty-five thousand one hundred (2,265,120) square feet of the Project has been developed unless the City's Fire Chief requires earlier installation for fire suppression during construction. For further detail please refer to the Arambel Business Park and KDN Retail Center and Business Park Development Agreement.

Sanitary Sewer System

General

A Sanitary Sewer Master Plan was prepared by GDR Engineering, Inc. for the Arambel Business Park and KDN Retail Center that provided exhibits showing the general layout of the sewer lines and flow rates.

The Wastewater Master Plan prepared by Lee & Ro, Inc. for the 2010 General Plan, also provided sewage flow rates used for the analysis of the sewer lines shown for the Arambel Business Park/KDN Retail Center.

Design Parameters

The average sewage flow rate and the peak sewage flow rate from the project area was calculated based on the sewage flow rates listed in the Wastewater Master Plan prepared by Lee & Ro, Inc. The flow rate is 562 gallons per acre per day (GPAD) for Commercial/Industrial use. The average flow was increased by 3% for Infiltration and a peaking factor of three was applied to the flow rates as per the Sanitary Sewer Master Plan

System Design

General

The average flow rate was determined to be approximately 0.55 million gallons per day (MGD) and the peak flow rate was determined to be approximately 1.65 million gallons per day (MGD). The project sewage collection system will be designed to be conveyed to the City of Patterson Sewage Treatment Plant via existing sewer mains in Sperry Avenue. Preliminary calculations show that there is available capacity in the mains to serve the project. The flow in the mains will be field monitored to verify the calculations prior to design of the collection system. A pump station will be required to transfer the flow from the project site to the Sperry Avenue sewer main. The layout of the sewer lines are shown in Figures 11.1, 11.2 and 11.3. The majority of the Commercial / Retail development will connect to an existing line that is stubbed out to the project in Rogers Road.

Packaged Sewer Treatment Plant

The developer may decide to build a packaged sewer treatment plant within the project. The effluent from the plant will be in compliance

with California Title 22 requirements. The treated effluent will be disposed through irrigation of the landscaping within the project, groundwater recharge, and/or agricultural irrigation. The operation and maintenance of the plant will be performed by the developer.

Phasing

Developer shall have the option to construct a new on-site sewer treatment plant ("Option 1"), see Vesting Tentative Parcel map for location, or pay its fair share through participation in a New CFD to fund the expansion of the wastewater treatment plant ("Option 2"). If Developer elects Option 1, no development of more than seven million five hundred thousand (7,500,000) square feet shall occur until the new sewer treatment plant is operational. If Developer elects Option 2, the expansion of the wastewater treatment plant shall only be permitted if unallocated capacity remains available to support the Project. Under Option 2, no development of more than seven million five hundred thousand (7,500,000) square feet shall occur until the wastewater treatment plant expansion is complete. For further detail please refer to the Arambel Business Park and KDN Retail Center and Business Park Development Agreement.

Storm Drain System

General

Stoddard and Associates prepared a Master Storm Drainage Plan in February, 2001 for the City of Patterson Western Expansion area. Stoddard's report covered the area east of Rogers Road to Baldwin Road. The proposed storm drain system for the Arambel Business Park/KDN Retail Center uses a combination of detention basins and groundwater recharge basins similar to the system in the referenced Stoddard study. GDR Engineering prepared the Storm Drainage Master Plan for the Arambel Business Park and KDN Retail Center.

Both the General Plan EIR and the General Plan discuss and support groundwater recharge. Groundwater Recharge has been incorporated as part of the storm drain design.

Design Parameters

The detention basins were sized for a pump discharge 50 year, 24 hour event, 2.24 inches of rainfall per Patterson City Standards, Section 7. This allows the flexibility in case pumping is needed, but when final design is done, the basin sizes may change. The side slopes were

increased since the basins are not intended to be used as parks. The side slopes on the basins were increased to a 3:1 on the sides that are not adjacent to public walkways. The side slopes were set at 5:1 slopes on the sides that are adjacent to public walkways. The depth of the basins may be revised at the time of final design to enhance groundwater recharge.

System Design

Groundwater Recharge

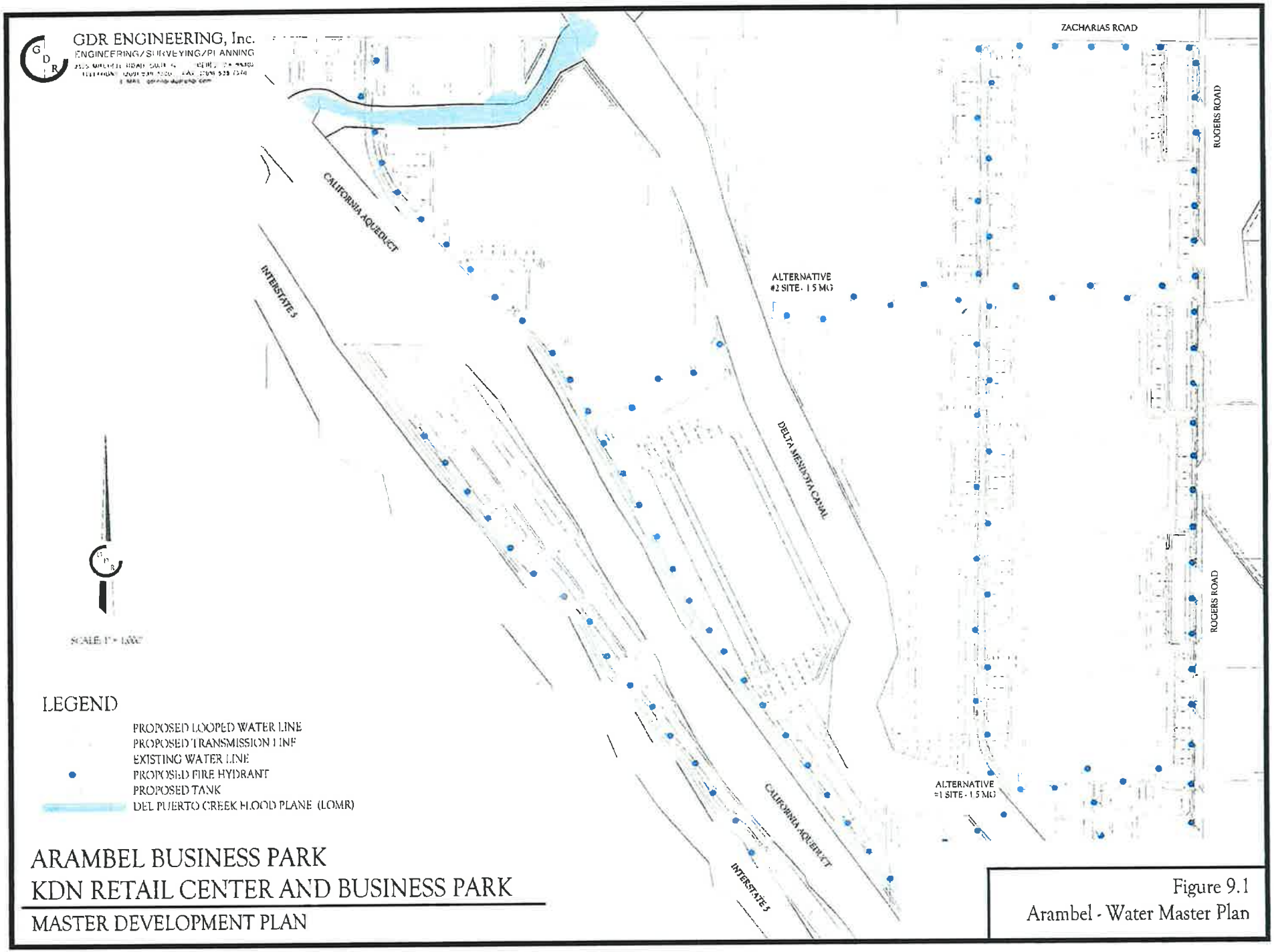
Krazan and Associates performed a drilling and soil analysis for 5 borings located in Arambel Business Park along Rogers Road in January, 2010. Boring B5 showed evidence of gravel starting at 4 feet below the surface and the boring had to be stopped 18 feet due to the gravel and cobble strata, see log of drill hole B5 on page 2 of the report which is included in the Storm Drainage Master Plan. Technicon Engineering Services also performed a drilling and soil analysis for borings in the project. The locations of the borings are shown on Figure 13. The borings were analyzed by Kenneth Schmidt, Groundwater Quality Consultant. A report was prepared by Kenneth Schmidt that identified the basins suitable for groundwater recharge. These basins are numbers 4, 5, 6, 7, and 9 and are provided in the Storm Drain Master Plan prepared by GDR Engineering, Inc.

Detention Basins and Groundwater Recharge Basins

Watersheds one and two as shown on Figure 13 will collect the storm water through pipelines and drain into detention basins. These basins will have control structures to release the storm water when there is capacity, to existing pipeline facilities in Keystone Pacific Parkway. Watershed three as shown on Figure 13 will detain water in basins, and using control structures, release storm water into a pipeline to basins four & five for groundwater recharge. Watershed eight as shown on Figure 13 will detain water in basins, and using control structures, release storm water into a pipeline to basin seven for groundwater recharge Watersheds six and nine will act as its own recharge basin.

Pipelines

The pipeline sizes were designed using the Patterson City Engineering Standards, Section 7. The storm flow from each watershed will be piped to their corresponding basins. The basin system, where needed, will be piped such that the outflow can be regulated to each discharge point.



ARAMBEL BUSINESS PARK
KDN RETAIL CENTER AND BUSINESS PARK
MASTER DEVELOPMENT PLAN

Figure 9.1
Arambel - Water Master Plan

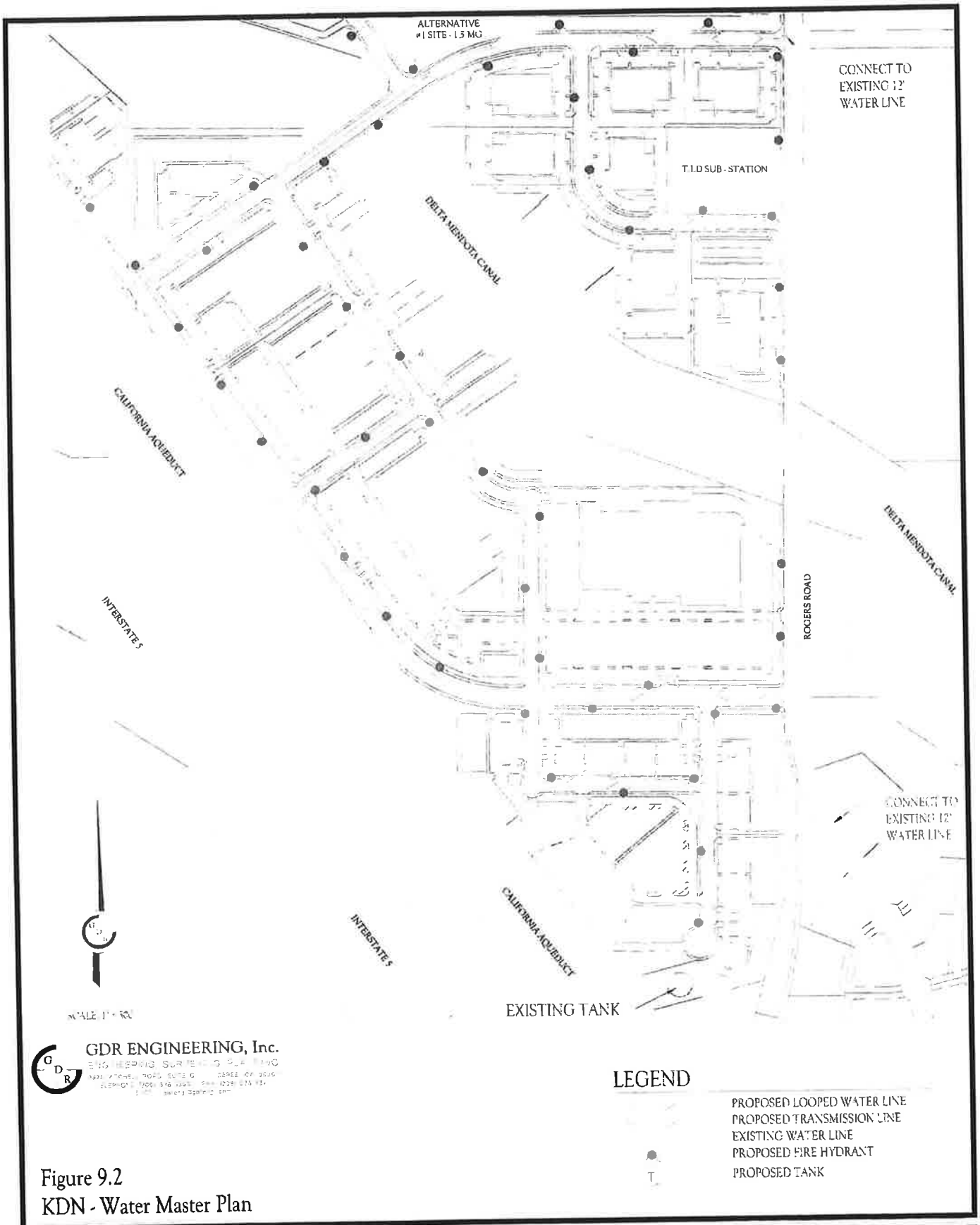
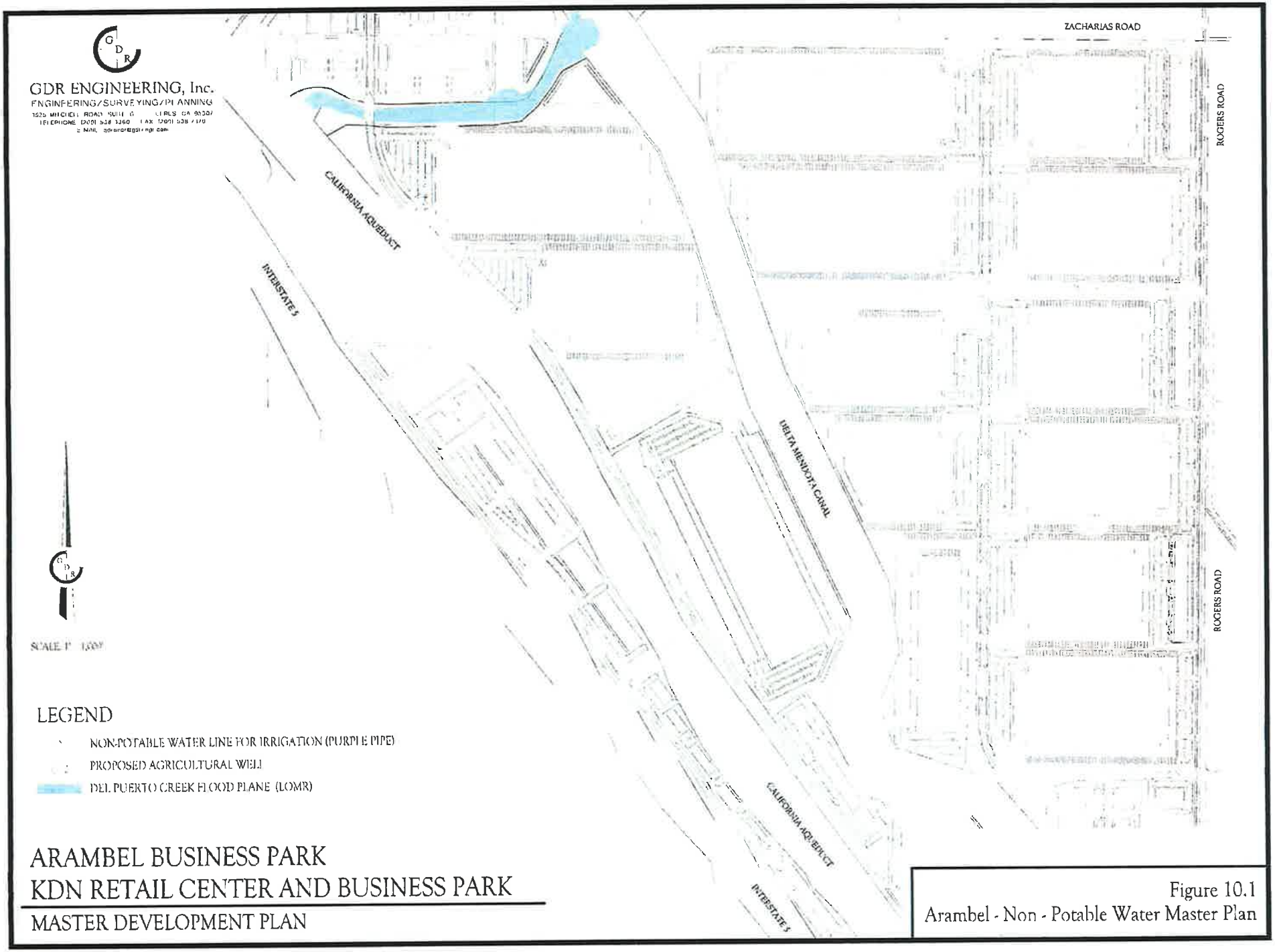


Figure 9.2
KDN - Water Master Plan

ARAMBELL BUSINESS PARK / KDN RETAIL CENTER AND BUSINESS PARK
MASTER DEVELOPMENT PLAN



ARAMBEL BUSINESS PARK
KDN RETAIL CENTER AND BUSINESS PARK
MASTER DEVELOPMENT PLAN

Figure 10.1
Arambel - Non - Potable Water Master Plan

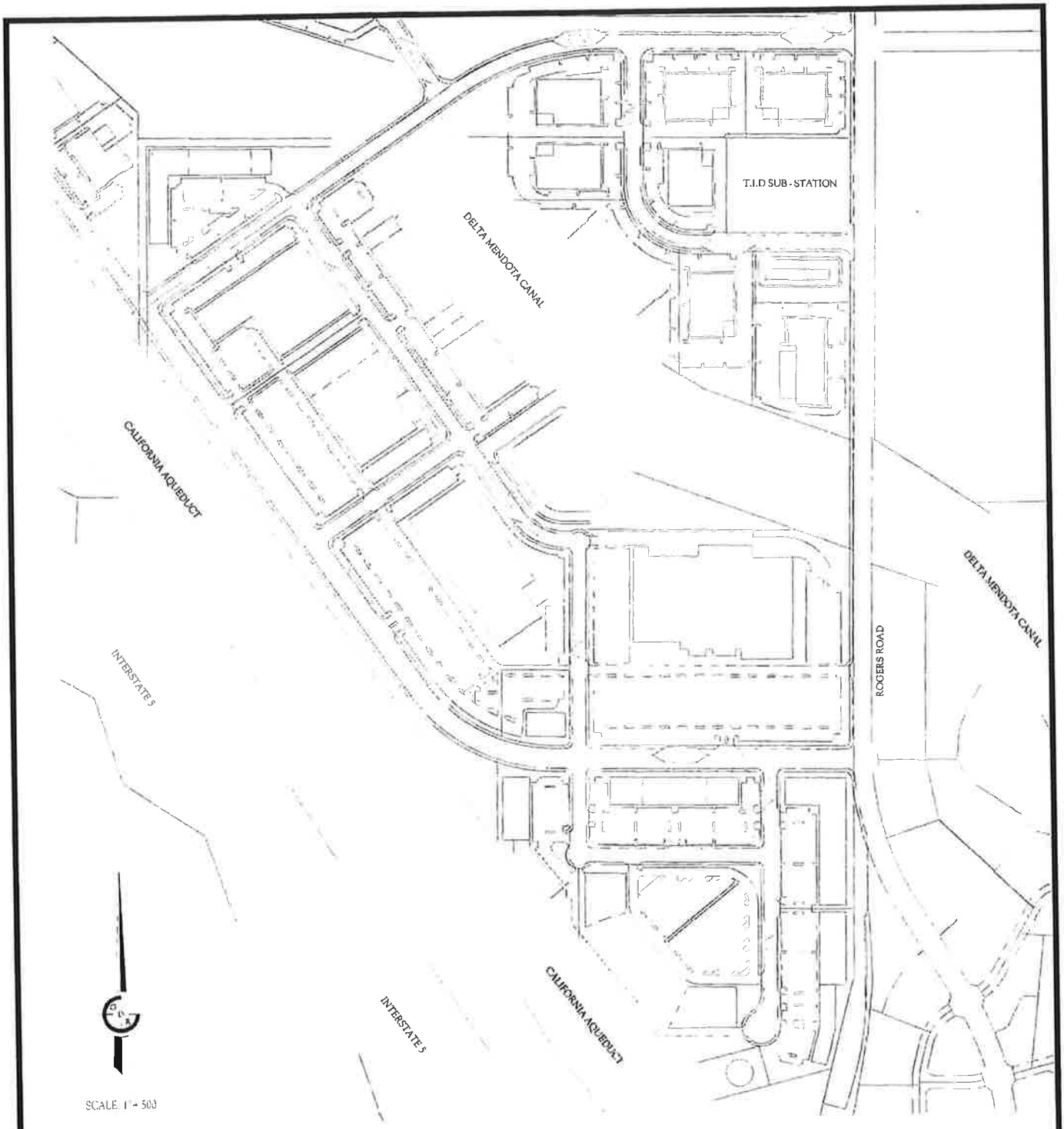
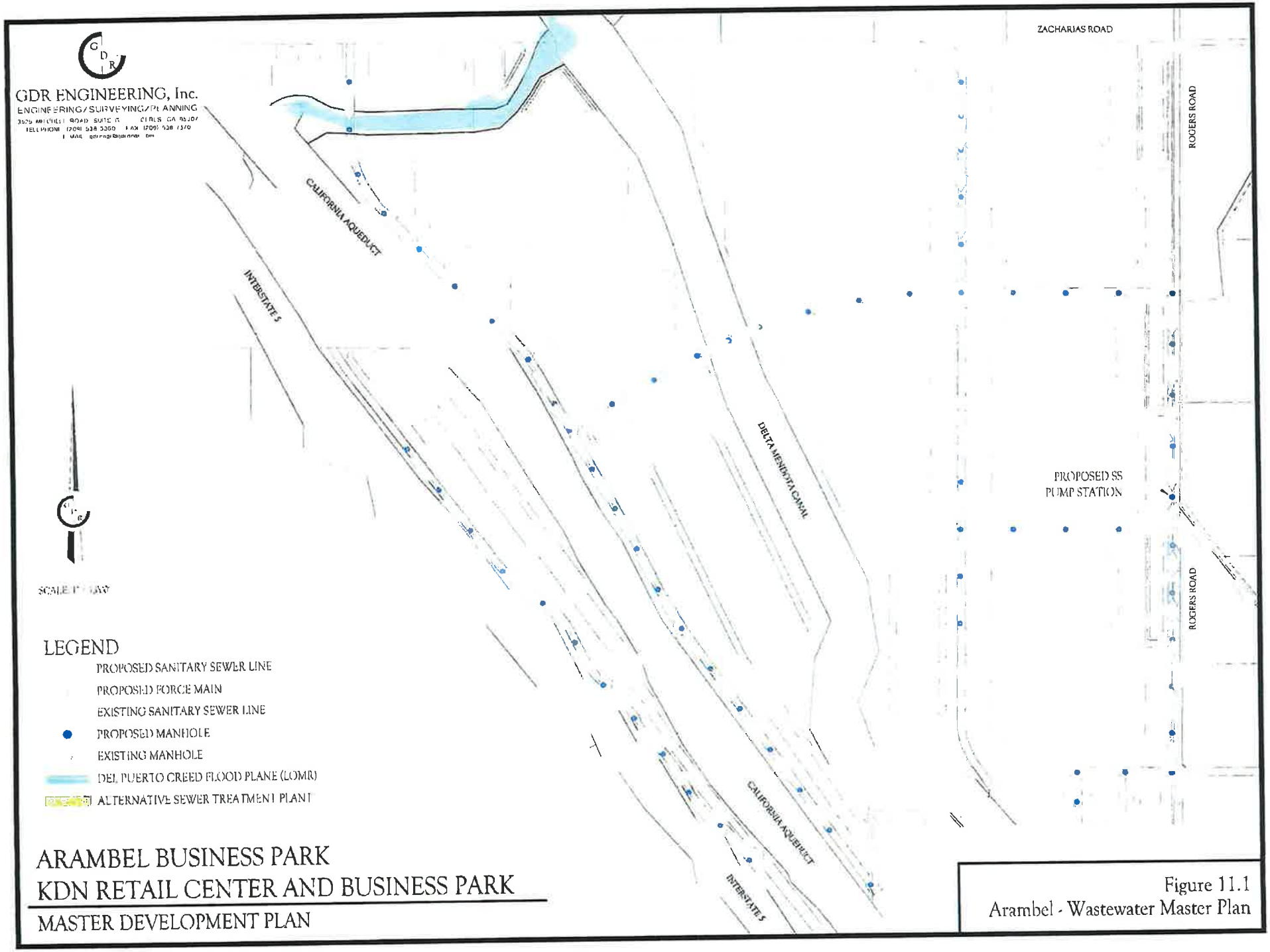


Figure 10.2
KDN - Non - Potable Water Master Plan

ARAMBELL BUSINESS PARK / KDN RETAIL CENTER AND BUSINESS PARK
MASTER DEVELOPMENT PLAN



ARAMBEL BUSINESS PARK
KDN RETAIL CENTER AND BUSINESS PARK
MASTER DEVELOPMENT PLAN

Figure 11.1
Arambel - Wastewater Master Plan

GDR ENGINEERING, Inc.
ENGINEERING/SURVEYING/PLANNING

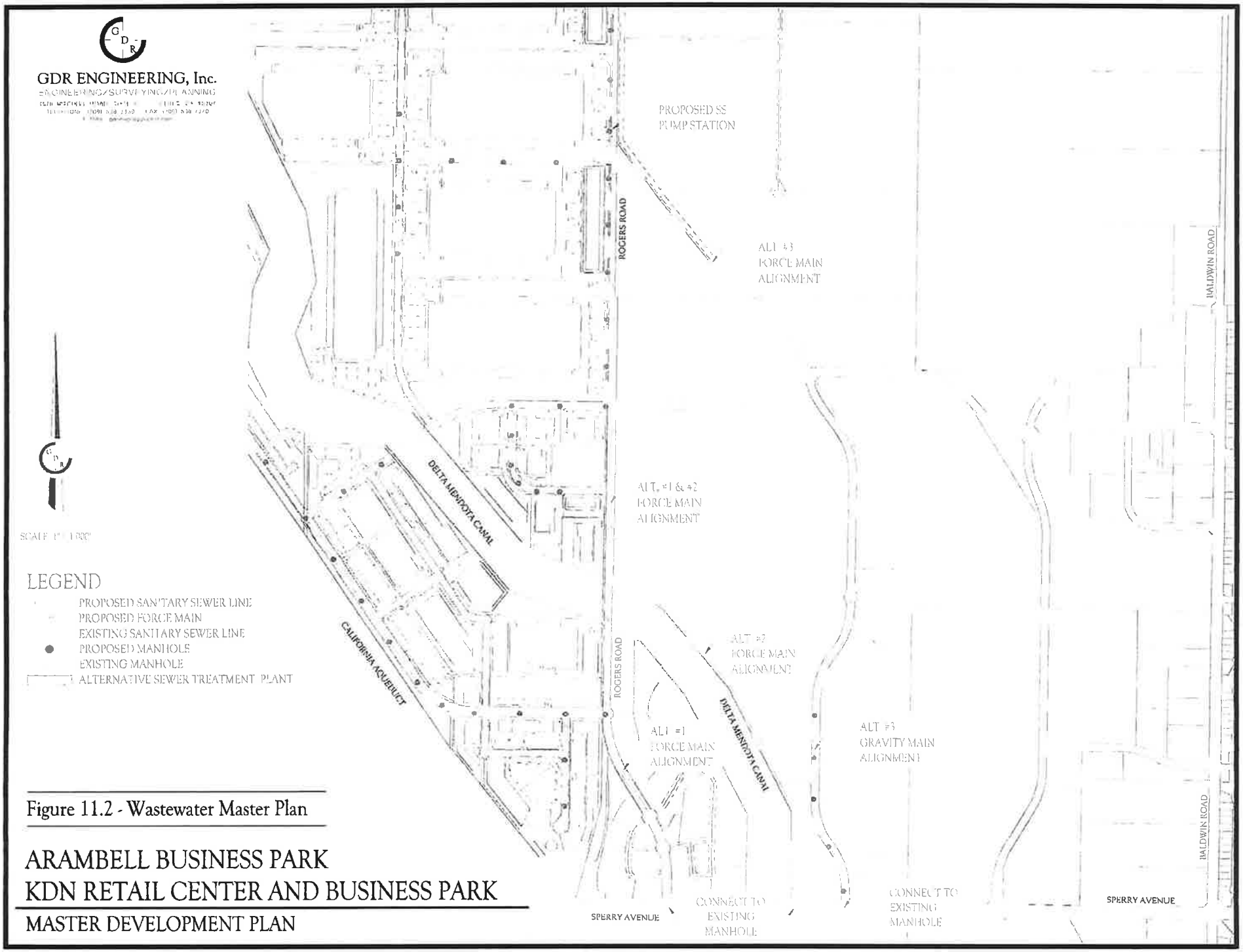
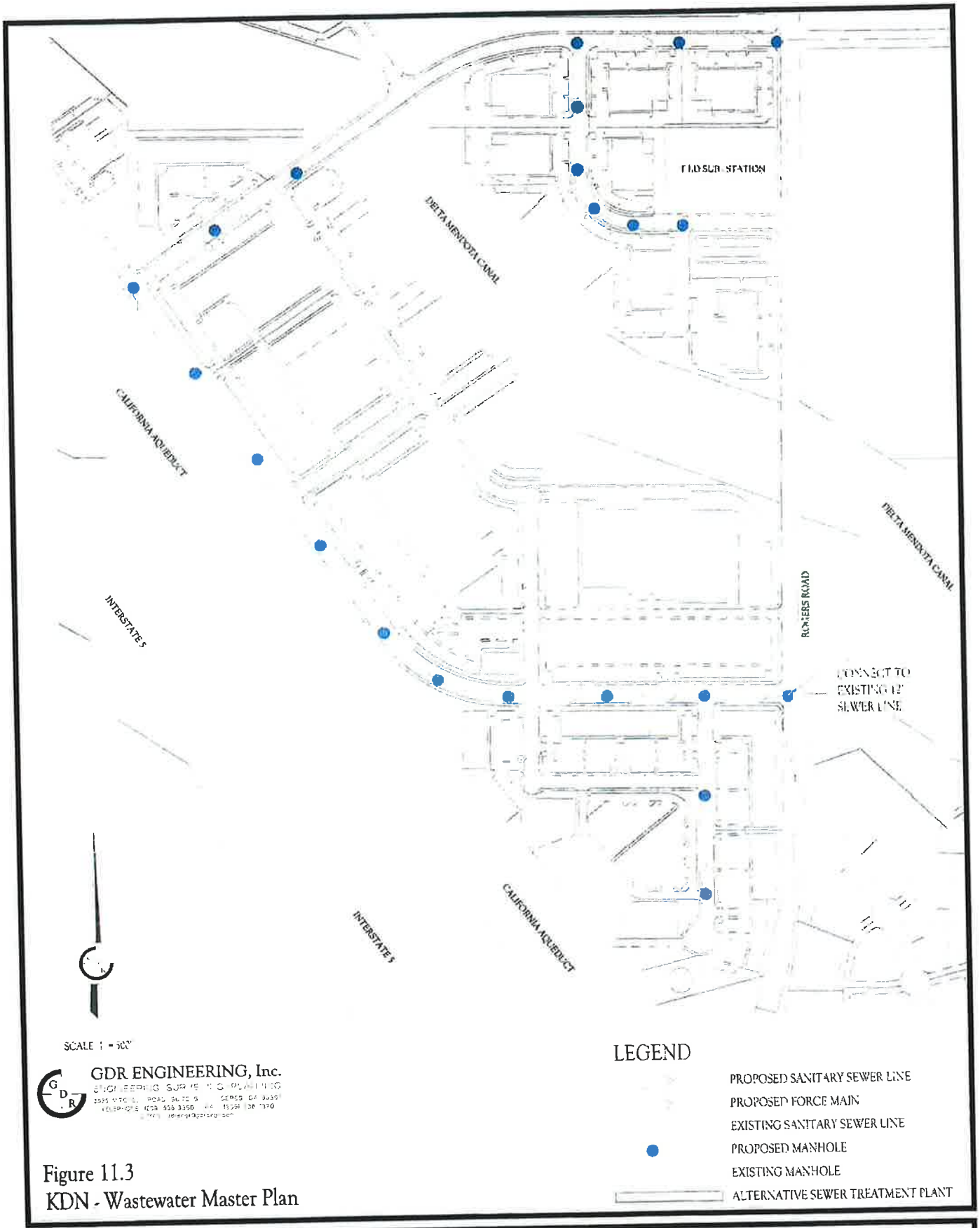


Figure 11.2 - Wastewater Master Plan

ARAMBELL BUSINESS PARK
KDN RETAIL CENTER AND BUSINESS PARK
MASTER DEVELOPMENT PLAN

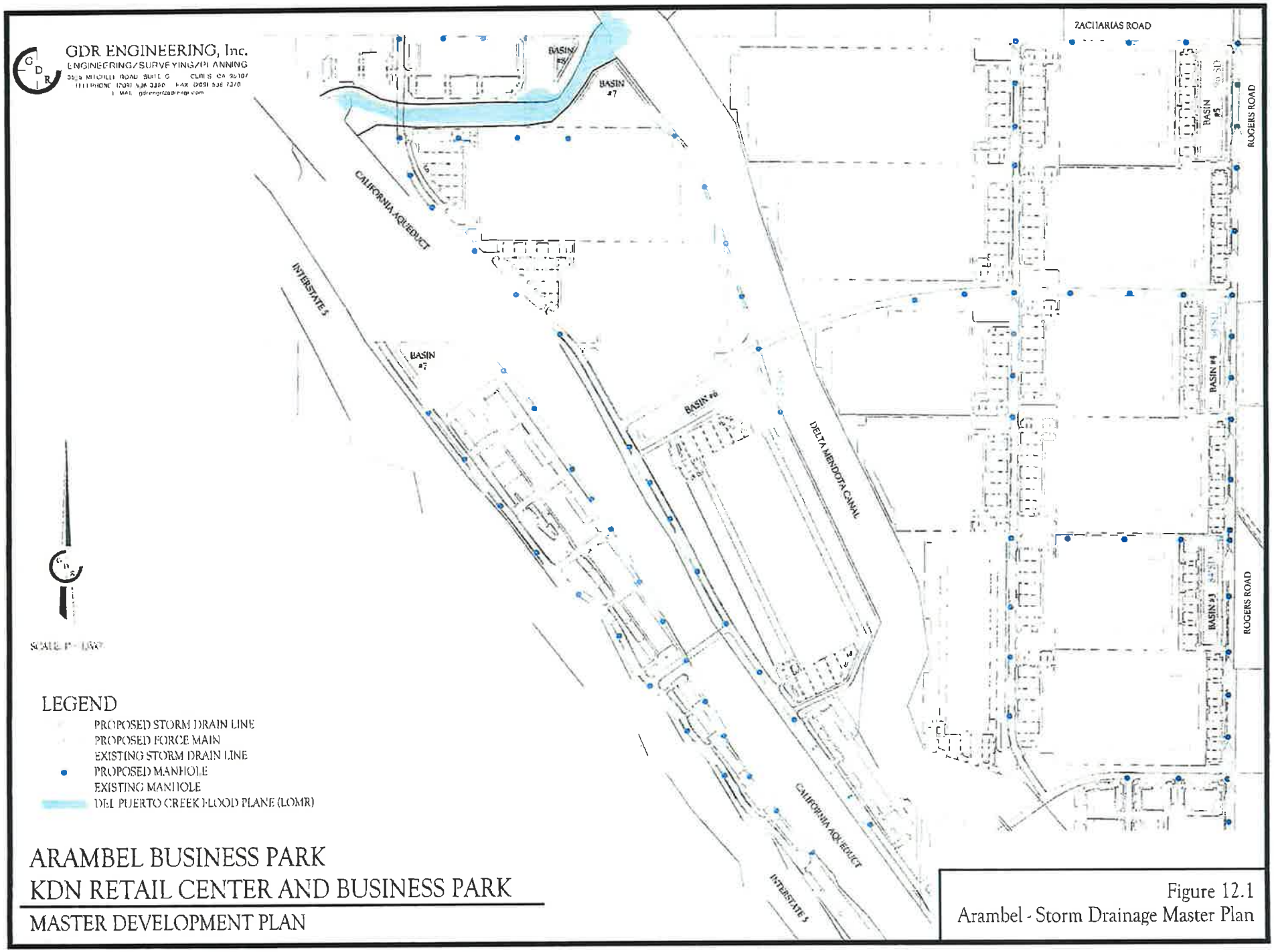


GDR ENGINEERING, Inc.

Figure 11.3
KDN - Wastewater Master Plan

ARAMBELL BUSINESS PARK / KDN RETAIL CENTER AND BUSINESS PARK

MASTER DEVELOPMENT PLAN



ARAMBEL BUSINESS PARK
KDN RETAIL CENTER AND BUSINESS PARK
MASTER DEVELOPMENT PLAN

Figure 12.1
Arambel - Storm Drainage Master Plan

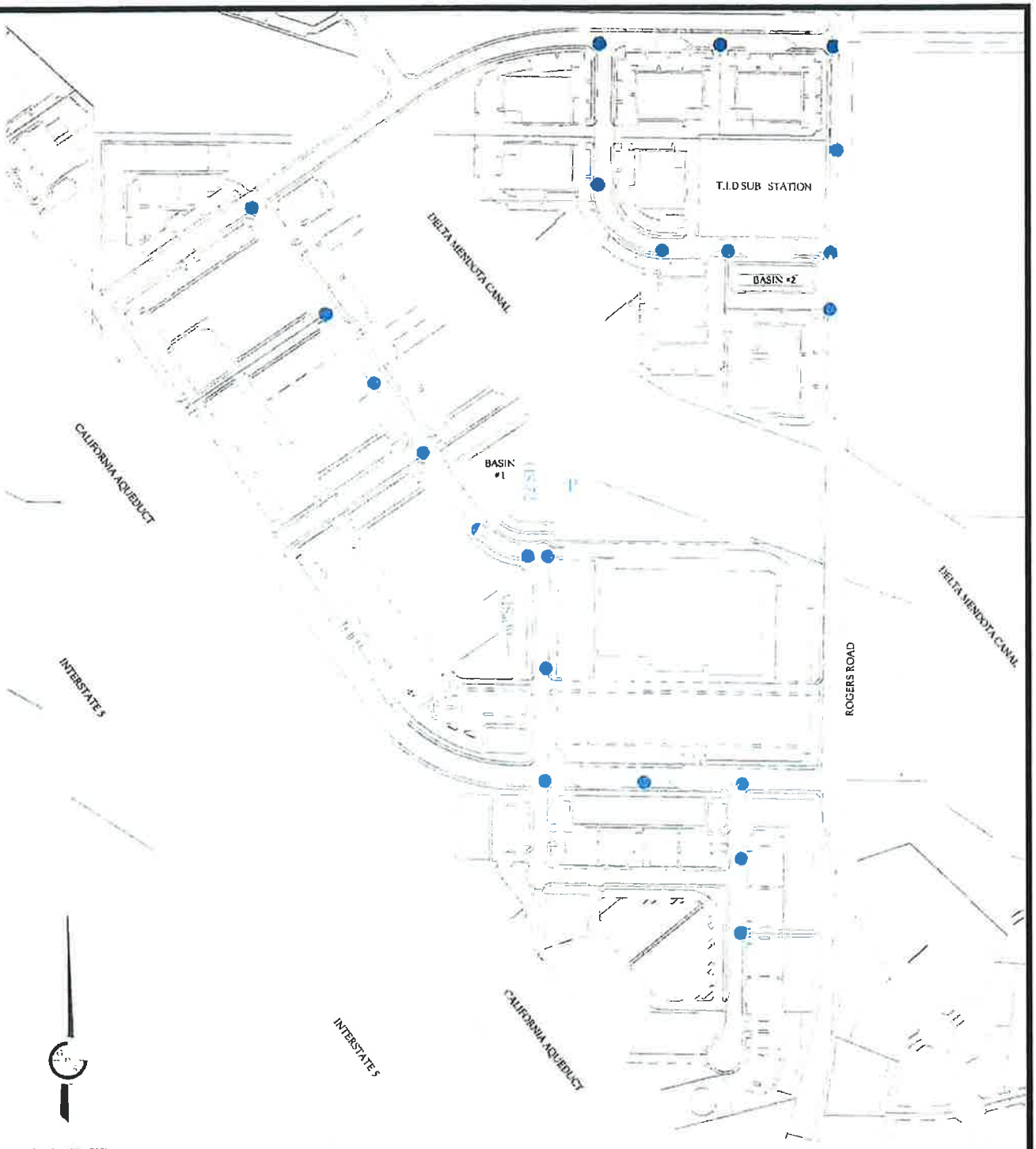
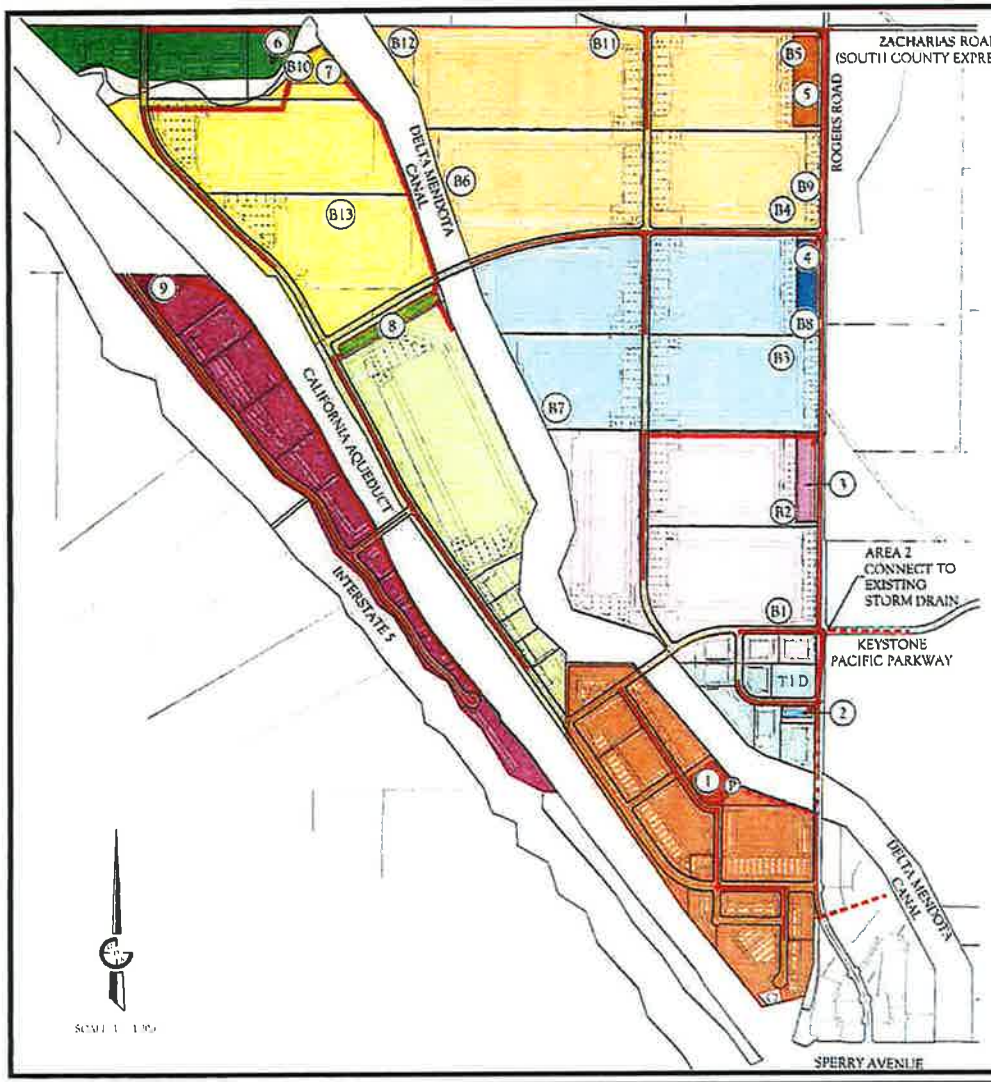


Figure 12.2
KDN - Storm Drainage Master Plan



GDR ENGINEERING, Inc.
ENGINEERING/SURVEYING/PLANNING

WEST PATTERSON BUSINESS PARK EXPANSION PROJECT - STORM DRAIN BASIN DESIGN

COLOR DESIGNATION	SHED AREA	BASIN	ACREAGE	AREA @ TOP	AREA @ H.W.L.	AREA @ BOTTOM	SIDESLOPE	FREEBOARD	WATER DEPTH	BASIN DEPTH	VOLUME REQUIRED	VOLUME CALC'D
	1	1	104.0	127,638 S.F. (2.9 AC)	117,688 S.F.	85,736 S.F.	3:1, 5:1	2'	7'	9'	15.6 AC. FT.	16.3 AC. FT.
	2	2	19.3	34,338 S.F. (0.8 AC)	31,911 S.F.	9,376 S.F.	3:1, 5:1	2'	7'	9'	2.9 AC. FT.	3.0 AC. FT.
	3	3	135.1	180,493 S.F. (4.1 AC)	165,257 S.F.	108,234 S.F.	3:1, 5:1	2'	7'	9'	20.2 AC. FT.	21.6 AC. FT.
	4	4	151.8	191,287 S.F. (4.4 AC)	173,037 S.F.	112,710 S.F.	3:1, 5:1	2'	7'	9'	22.6 AC. FT.	23.0 AC. FT.
	5	5	204.3	244,648 S.F. (5.6 AC)	225,509 S.F.	182,131 S.F.	3:1, 5:1	2'	7'	9'	30.9 AC. FT.	31.2 AC. FT.
	6	6	26.9	49,393 S.F. (1.1 AC)	43,745 S.F.	25,191 S.F.	3:1	2'	7'	9'	5.5 AC. FT.	5.5 AC. FT.
	7	7	126.8	146,563 S.F. (3.4 AC)	138,755 S.F.	104,304 S.F.	3:1	2'	7'	9'	19.0 AC. FT.	19.4 AC. FT.
	8	8	98.6	140,750 S.F. (3.4 AC)	128,471 S.F.	61,175 S.F.	3:1, 5:1	2'	7'	9'	14.5 AC. FT.	15.2 AC. FT.
	9	9	72.5	94,307 S.F. (2.2 AC)	84,952 S.F.	54,732 S.F.	3:1	2'	7'	9'	10.9 AC. FT.	11.2 AC. FT.

BASIN DESIGN CRITERIA

CITY OF PATTERSON STANDARDS - SECTION 7 (DATED FEB., 2008)
- GRAVITY DISCHARGE: 10 YEAR, 24 HOUR EVENT
- 1.73 INCHES OF RAINFALL
- PUMP DISCHARGE: 50 YEAR, 24 HOUR EVENT
- 2.24 INCHES OF RAINFALL
- MAXIMUM HIGH WATER LEVEL: 1' BELOW LOWEST DI.TC
- MAXIMUM SIDESLOPE: 3:1 AT LANDSCAPING & 5:1 AT ROAD SIDE
- RUNOFF COEFFICIENT: 0.80 (INDUSTRIAL) BASINS 2-7 & 9
- RUNOFF COEFFICIENT: 0.80 (COMMERCIAL) BASINS 1 & 8
- FORMULA: CAR / 12

LEGEND

- EXISTING 18 IN STORM DRAIN PIPE
- PROPOSED STORM DRAIN PIPE
- STORM DRAIN FORCEMAIN
- EXISTING CONTOURS
- (1)–(9) PROPOSED BASIN
- (B1)–(B5) APPROXIMATE BORING LOCATION PER KRAZAN REPORT DATED 02/19/2010
- (B6)–(B13) APPROXIMATE BORING LOCATION PER TECHNICON REPORT DATED 01/24/2012
- (P) PUMP FOR STORM DRAIN FORCEMAIN

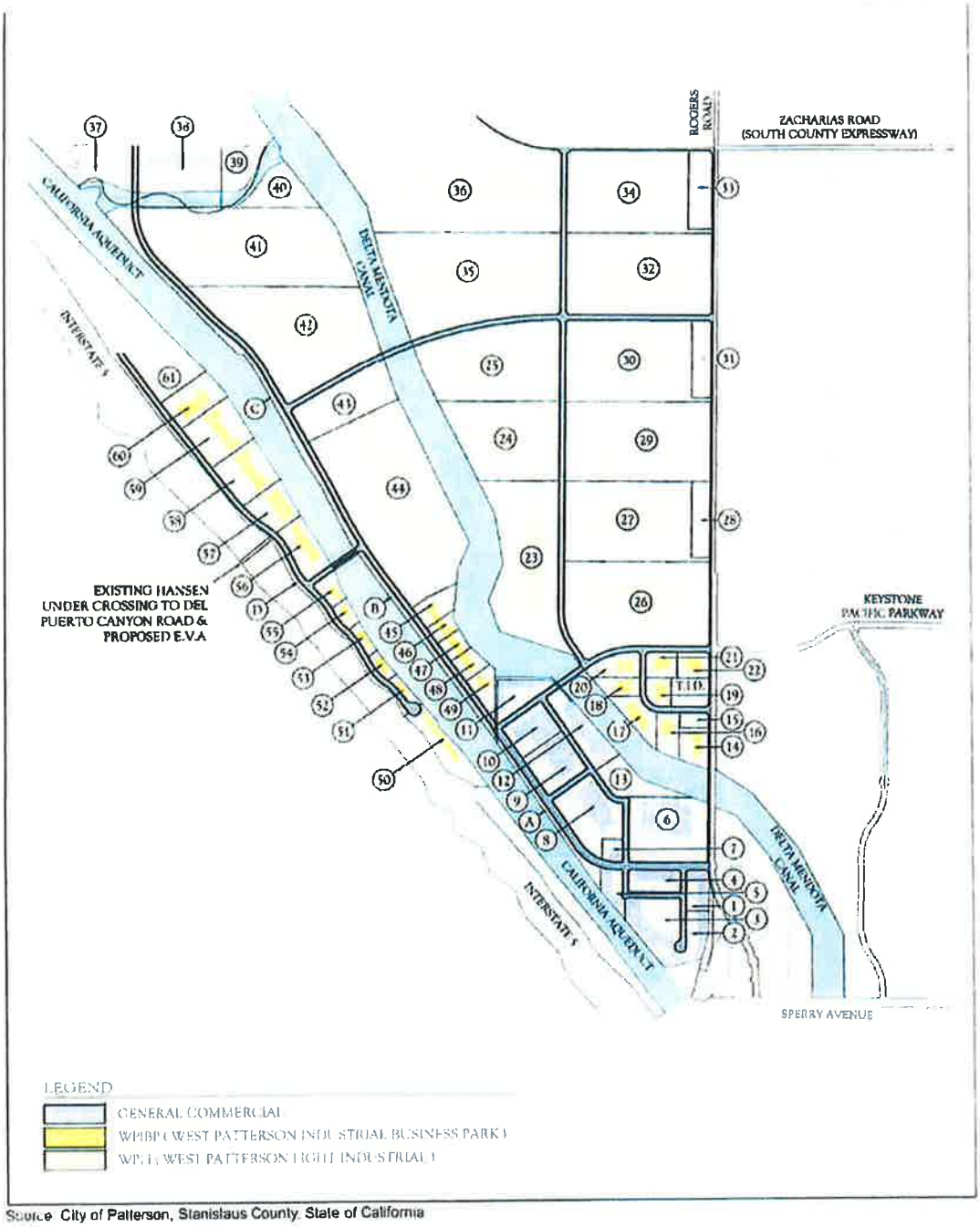
REGISTERED PROFESSIONAL ENGINEER
RICHARD L. RINGLER
No. 37099
EXP. 6/30/12
CIVIL
STATE OF CALIFORNIA

DATE SIGNED

ARAMBELL BUSINESS PARK / KDN RETAIL CENTER AND BUSINESS PARK
MASTER DEVELOPMENT PLAN

Figure 13
Storm Drainage Master Plan - Shed Areas

Exhibit B



Source: City of Patterson, Stanislaus County, State of California

NORTH

Michael Brandman Associates

Exhibit 2-5
Conceptual Development Plan

ORDINANCE NO. 734

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PATTERSON APPROVING A DEVELOPMENT AGREEMENT BY AND BETWEEN JEFFREY E. ARAMBEL AND THE CITY OF PATTERSON

THE CITY COUNCIL OF THE CITY OF PATTERSON DOES ORDAIN AS FOLLOWS:

WHEREAS, Jeffrey E. Arambel ("Arambel") proposes to construct the Arambel Business Park on approximately 825.25 gross acres for light industrial space, business park space, and general commercial space in the City of Patterson ("City") as part of the West Patterson Business Park Expansion Project (the "Project"); and

WHEREAS, the Planning Commission of the City of Patterson held a duly noticed public hearing on July 5, 2012, to consider the West Patterson Business Park Expansion Project, and voted unanimously (4-0) to recommend City Council approval of the Project; and

WHEREAS, an Environmental Impact Report ("EIR") was prepared for the West Patterson Business Park Expansion (SCH No. 2011082016) to evaluate potential impacts that could result from the West Patterson Business Park Master Development Plan, general plan amendment and sphere boundary amendment, Development Plan and Tentative Maps (hereafter referred to as the "Project Approvals") and that EIR was circulated for public review in accordance with the California Environmental Quality Act ("CEQA") (Public Resources Code Section 21000 et seq.) and the CEQA Guidelines (California Code of Regulations, Title 14, Section 15000 et seq.); and

WHEREAS, the City Council certified EIR for the Project on July 30, 2012; and

WHEREAS, in order 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.* (the "Development Agreement Statute"), which authorizes the City and a property owner to enter into a development agreement that establishes certain development rights in the real property that is the subject of a development project application; and

WHEREAS, consistent with the requirements of the Development Agreement Statute, City has adopted a development agreement ordinance as Patterson Municipal Code Chapter 18.78 *et seq.*, (the "City Development Agreement Ordinance"); and

WHEREAS, the City and Arambel intend to enter into a Development Agreement concerning the Project pursuant to California Government Code section 65864 *et seq.* and the City Development Agreement Ordinance (the "Arambel Development Agreement"); and

WHEREAS, the City Council of the City of Patterson held a duly noticed public hearing on August 14, 2012 to consider the introduction of the Arambel Development Agreement for first reading; and

WHEREAS, the City Council of the City of Patterson held a duly noticed public hearing on August 21, 2012 to consider the approval of the Project and Arambel Development Agreement; and

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

1. The Arambel Development Agreement is consistent with the goals, policies and standards of the Patterson General Plan and all other applicable standards and ordinances of the City of Patterson.

2. The City Council finds that the Arambel Development Agreement:

    a. Is consistent with the objectives, policies, and programs and commercial and industrial land uses established by the 2010 Patterson General Plan;

    b. Is compatible with the uses authorized in, and the regulations prescribed for, the land use district in which the real property will be located upon annexation to the City, and contains terms and requirements necessary to ensure that the Project provides infrastructure and funding to support the planned build-out contemplated by the General Plan;

    c. Is in conformity with the public convenience and general welfare and good land use practices because the terms of the agreement establish appropriate and adequate mechanisms to fund and install infrastructure needed to support public services to the Project and General Plan planning area;

    d. Will provide funding and infrastructure to ensure that adequate public services are available to serve the Project without being detrimental to the health, safety, and general welfare of the City of Patterson or surrounding environment;

    e. Will provide funding and infrastructure to support the Project and build-out in the General Plan planning area so as not to adversely affect the orderly development of property or the preservation of property values; and

    f. Provides sufficient benefit to the City through job creation, tax revenue, land dedication, and infrastructure installation to justify entering into this Arambel Development Agreement.

The City Council of the City of Patterson does ordain as follows:

1. The City Council hereby approves of a Development Agreement by and between Arambel and the City of Patterson relating to the development known as "West Patterson Business Park Expansion Project" as depicted in the exhibits attached hereto and incorporated herein by this reference.

This Ordinance shall be published by one insertion in The Patterson Irrigator, a newspaper of general circulation, printed and published in the City of Patterson, within fifteen (15) days after its final passage, and shall take effect and be in force thirty (30) days after its final passage.

Introduced at a special meeting of the City Council of the City of Patterson, held on the 14th day of August, 2012, and given its first reading at said meeting, said Ordinance was given a second reading at a meeting of the City Council held on the 21st of August, 2012 and after such reading, Councilmember Smith moved its adoption, seconded by Councilmember Novelli and said ordinance was thereupon adopted by the following vote:

AYES: Councilmembers Novelli, Smith, Buehner, Farinha and Mayor Molina
NOES: None
EXCUSED: None

APPROVED:

Luis I. Molina, Mayor
City of Patterson City Council

ATTEST:

Maricela Vela, City Clerk
City of Patterson

ORDINANCE NO. 741

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PATTERSON APPROVING AN AMENDMENT TO A DEVELOPMENT AGREEMENT BY AND BETWEEN THE ARAMBEL BUSINESS PARK AND THE CITY OF PATTERSON

THE CITY COUNCIL OF THE CITY OF PATTERSON DOES ORDAIN AS FOLLOWS:

WHEREAS, Jeffrey E. Arambel ("Arambel") proposes to construct the Arambel Business Park on approximately 825.25 gross acres for light industrial space, business park space, and general commercial space in the City of Patterson ("City") as part of the West Patterson Business Park Expansion Project (the "Project"); and

WHEREAS, an environmental impact report ("EIR") was prepared for the West Patterson Business Park Expansion (SCH No. 2011082016) to evaluate potential impacts that could result from the West Patterson Business Park Master Development Plan, general plan amendment and sphere boundary amendment, Development Plan and Tentative Maps (hereafter referred to as the Project) and that EIR was circulated for public review in accordance with the California Environmental Quality Act ("CEQA") (Public Resources Code Section 21000 et seq.) and the CEQA Guidelines (California Code of Regulations, Title 14, Section 15000 et seq.);

WHEREAS, the City Council certified the EIR for the Projects on July 30, 2012; and

WHEREAS, the City Council of the City of Patterson adopted the Arambel Development Agreement on the 21st of August, 2012; and

WHEREAS, the Planning Commission of the City of Patterson held a duly noticed public hearing on July 25, 2013, to consider an Amendment to the Development Agreement between Arambel and the City; and

WHEREAS, the Planning Commission recommended approval of the Amendment to the Development Agreement; and

WHEREAS, the City Council of the City of Patterson held a duly noticed public hearing on Sept. 3, 2013 to consider an Amendment to the Development Agreement between Arambel and the City; and

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

1. The agreement is consistent with the goals, policies and standards of the Patterson General Plan and all other applicable standards and ordinances of the City of Patterson.

2. The City Council finds that the Arambel Business Park Development Agreement (ADA):

    a. Is consistent with the objectives, policies, and programs and commercial and industrial land uses established by the 2010 Patterson General Plan;

b. Is compatible with the uses authorized in, and the regulations prescribed for, the land use district in which the real property will be located upon annexation to the City, and contains terms and requirements necessary to ensure that the project provides infrastructure and funding to support the planned build-out contemplated by the General Plan;

c. Is in conformity with the public convenience and general welfare and good land use practices because the terms of the agreement establish appropriate and adequate mechanisms to fund and install infrastructure needed to support public services to the project and General Plan planning area;

d. Will provide funding and infrastructure to ensure that adequate public services are available to serve the project without being detrimental to the health, safety, and general welfare of the City of Patterson or surrounding environment;

e. Will provide funding and infrastructure so support the project and build-out in the General Plan planning area so as not to adversely affect the orderly development of property or the preservation of property values; and

f. Provides sufficient benefit to the city through job creation, tax revenue, land dedication, and infrastructure installation to justify entering into this agreement.

The City Council of the City of Patterson does ordain as follows:

1. The City Council hereby approves of the First Amendment to the Arambel Business Park Development Agreement by and between Arambel and the City of Patterson relating to the development known as "West Patterson Business Park Expansion Project' as depicted in the exhibits attached hereto and incorporated herein by this reference.

If any article, chapter, section, subsection, paragraph, clause or phrase of this Ordinance for any reason shall be held to be invalid or unconstitutional, the decision shall not affect the remaining portions of this Ordinance. The City Council of the City of Patterson hereby declares that it would have enacted this Ordinance and each article, chapter, sections, subsection, paragraphs, clause or phrase hereof, irrespective of the fact that any one or more articles, sections, subsections, paragraphs, clauses or phrases are declared to be invalid or unconstitutional.

This ordinance shall be published by one insertion in the Patterson Irrigator, a newspaper of general circulation, printed and published in the City of Patterson, within fifteen (15) days after its final passage, and shall take effect and be in force thirty (30) days after its final passage.

Introduced at a regular meeting of the City Council of the City of Patterson, held on the 3rd day of September, 2013, and given its first reading at said meeting, said Ordinance was given a second reading at a special meeting of the City Council held on the 9th of September, 2013 and after such reading, Councilmember Farinha moved its adoption, seconded by Councilmember Lustgarten and said ordinance was thereupon adopted by the following vote:

AYES: Councilmembers Farinha, Lustgarten and Mayor Pro Tem Buehner

NOES: None

EXCUSED: Councilmember Novelli and Mayor Molina

APPROVED:

Larry Buehner, Mayor Pro Tem
City of Patterson City Council

ATTEST:

Maricela Vela, City Clerk
City of Patterson

CERTIFICATION OF ORDINANCE

I hereby certify that the foregoing is a full, correct and true copy of Ordinance No. 741, introduced by the City Council of the City of Patterson, a Municipal Corporation in the County of Stanislaus, State of California, at a regular meeting held on the 3rd day of September 2013 at 7:00 p.m. in City Hall, City Council Chambers, 1 Plaza, Patterson, California. Said Ordinance was adopted at a special meeting of the City Council of the City of Patterson on September 9, 2013 at 6:00 p.m. in City Hall, City Council Chambers, 1 Plaza, Patterson, California, by the following vote:

AYES: Councilmembers Farinha, Lustgarten and Mayor Pro Tem Buehner

NOES: None

EXCUSED: Councilmember Novelli and Mayor Molina

Full body text (including attachments/exhibits) of said above mentioned Ordinance No. 741 is on file and open for public inspection at the City of Patterson, City Hall, Office of the City Clerk, 2nd Floor, 1 Plaza, Patterson, California, and on the City of Patterson Web Site www.ci.patterson.ca.us listed under the Documents & Forms Library, Folder Name: City Council Current Agenda Packet.

Date Published: September 19, 2013

Maricela Vela
City Clerk of the City of Patterson
Email cityclerk@ci.patterson.ca.us
Direct No. (209) 895-8014