

**FIRST AMENDMENT TO THE
AMENDED
PREANNEXATION AGREEMENT**

This First Amendment to the Amended Preannexation Agreement is entered into this 21st day of February, 1995 by and between the CITY OF PLEASANTON, (the "City"), a California municipal corporation, and RUBY HILL DEVELOPMENT JOINT VENTURE ("Developer"), a California general partnership between Signature Properties I, a California Limited Partnership and Nicklaus/Sierra Development Corporation of Northern California, a California corporation.

RECITALS

WHEREAS, on November 17, 1992, City and Developer entered into an Amended Preannexation Agreement ("the Agreement"); and

WHEREAS, the Agreement sets forth the obligation of the Developer to contribute towards the cost to construct a fire station either on or off site; and

WHEREAS, City has now requested that the Developer construct an emergency facility on a site dedicated to the City, in lieu of contributing towards a new fire station, and Developer has agreed to do so.

NOW, THEREFORE, in consideration of the mutual promises expressed herein, the parties agree as follows:

- A. Section 7 of the Amended Preannexation Agreement is amended to read as follows:

Section 7. Public Safety

- A. Developer shall construct on property heretofore dedicated to the City an emergency facility, the design of which shall be approved by the Fire Chief. Developer may enter into a reimbursement agreement with City or request the City to create a benefit district to provide Developer with repayment of any costs of construction in excess of Developer's pro rata share from owners of other properties benefitted by such emergency facility.
- B. All structures over 500 square feet shall be equipped with automatic fire sprinklers.

(Delete subsection C.)

B. In all other respects, the Amended Preannexation Agreement is to continue in full force and effect.

IN WITNESS WHEREOF, the parties have caused this First Amendment to be executed by their respective officers on the date(s) set forth below.

ATTEST:

Dated: 4-12-95

By: Peggy Leyido
City Clerk

"CITY"

CITY OF PLEASANTON,
a California municipal corporation

By: Debrah Acosta

Its: City Manager

APPROVED AS TO FORM:

Dated: 4-7-95

By: Murray Hall
City Attorney

Dated: 4-7-95

"DEVELOPER"

RUBY HILL DEVELOPMENT JOINT VENTURE
L.P.,
a California limited partnership

By: [Signature]

Its: VP

Dated: 3/14/95

By: Nicklaus/Sierra Development
Corp. of Northern California,
a California Corporation

By: _____

Its: _____

Dated: _____

EXHIBIT 'A'

EXHIBIT 'A'



FOUNDERS TITLE COMPANY

450 Main Street, Suite 100, Pleasanton, CA 94566

PRELIMINARY REPORT

Issued for the sole use of:

Signature Properties
6612 Owens Drive
Pleasanton, California
Attn: Jim McKeehan

Our Order No. PL-19314 PM

Reference

When Replying Please Contact:

Patti McGuire
Phone No. 415/462-9060

Property Address: Assessors Parcel No. 99-290-12
Pleasanton, California

In response to the above referenced application for a policy of title insurance, Founders Title Company hereby reports that it is prepared to issue, or cause to be issued, as of the date hereof, a Policy or Policies of Title Insurance describing the land and the estate or interest hereinafter set forth, insuring against loss which may be sustained by reason of any defect, lien or encumbrance not shown or referred to as an Exception below or not excluded from coverage pursuant to the printed Schedules, Conditions and Stipulations of said policy forms.

The printed Exceptions and Exclusions from the coverage of said Policy or Policies are set forth in Schedule I and Schedule I (continued) attached. Copies of the Policy forms should be read. They are available from the office which issued this report.

This report (and any supplements or amendments hereto) is issued solely for the purpose of facilitating the issuance of a policy of title insurance and no liability is assumed hereby. If it is desired that liability be assumed prior to the issuance of a policy of title insurance, a Binder or Commitment should be requested.

Dated as of May 8, 19 91, at 7:30 A.M.

FOUNDERS TITLE COMPANY

CANDE MURRAY

Title Officer

The form of policy of title insurance contemplated by this report is:

A CLTA STANDARD COVERAGE - 1990, OWNER'S POLICY.

The estate or interest in the land hereinafter described or referred to covered by this Report is:

A FEE.

Title to said estate or interest at the date hereof is vested in:

CATHERINE MCKEON TOPHAM, as to an undivided 1/2 interest AND
EILEEN MCKEON MICHAEL, as to an undivided 1/2 interest

The land referred to in this Report is situated in the State of California, County of Alameda, an unincorporated area, and is described as follows:

All that portion of Plot 27 of the Bernal Portion of the Rancho el Valle de San Jose, as surveyed and determined in accordance with the final decree in partition in the case of Bernal Vs. Bernal, in the District Court of the Third Judicial District, in and for the County of Alameda, State of California, dated April 1, 1869 and recorded in Alameda County Records, on April 12, 1869, Book 40 of Deeds, Page 315, which lies Southwesterly of County Road No. 2065.

Assessors Parcel No. 99-290-12

At the date hereof exceptions to coverage in addition to the Exceptions and Exclusions in said policy form would be as follows:

1. Taxes, general and special, for the fiscal year 1991 - 1992, a lien not yet due or payable.

Code No. : 64-003

Assessor's Parcel No.: 99-290-12

2. The lien of supplemental taxes, if any, assessed pursuant to the provisions of Section 75, et seq. of the Revenue and Taxation Code of the State of California.

3. Rights of the public, County and/or City, in and to that portion of said land lying within the lines of County Road 2065 aka East Vineyard Avenue.

4. An easement affecting that portion of said land and for the purposes stated herein and incidental purposes as provided in the following

Instrument: Easement

Granted to: The Pacific Telephone and Telegraph Company

For : Maintain and construct communication facilities

Recorded : August 7, 1972, Reel 3200, Image 343, Series No. 71-107258, Alameda County Records

Affects : Western 10 feet



FOUNDERS TITLE COMPANY

1901 Harrison Street, Suite 104, Oakland, CA 94612

PRELIMINARY REPORT

Issued for the sole use of:

Signature Properties
6612 Owens Drive
Pleasanton, California 94566
Attn: Jim Cullis

Our Order No. OK-22405 PL

Reference

When Replying Please Contact:

Patricia Larson
Phone No. 510/763-0411

Property Address: East Vallecitos Road and Vineyard Avenue
County of Alameda

In response to the above referenced application for a policy of title insurance, Founders Title Company hereby reports that it is prepared to issue, or cause to be issued, as of the date hereof, a Policy or Policies of Title Insurance describing the land and the estate or interest hereinafter set forth, insuring against loss which may be sustained by reason of any defect, lien or encumbrance not shown or referred to as an Exception below or not excluded from coverage pursuant to the printed Schedules, Conditions and Stipulations of said policy forms.

The printed Exceptions and Exclusions from the coverage of said Policy or Policies are set forth in Schedule I and Schedule I (continued) attached. Copies of the Policy forms should be read. They are available from the office which issued this report.

This report (and any supplements or amendments hereto) is issued solely for the purpose of facilitating the issuance of a policy of title insurance and no liability is assumed hereby. If it is desired that liability be assumed prior to the issuance of a policy of title insurance, a Binder or Commitment should be requested.

Dated as of September 4, 1991, at 7:30 A.M.

FOUNDERS TITLE COMPANY

CANDE MURRAY

Title Officer

The form of policy of title insurance contemplated by this report is:

TO BE DETERMINED IF APPLICABLE.

The estate or interest in the land hereinafter described or referred to covered by this Report is:

A FEE.

Title to said estate or interest at the date hereof is vested in:

THE ROMAN CATHOLIC BISHOP OF OAKLAND, a corporation sole

The land referred to in this Report is situated in the State of California, County of Alameda, an unincorporated area, and is described as follows:

Portions of Plots 3 and 30 of the Bernal Portion of the Rancho el Valle de San Jose and a portion of the 1,423.42 acre tract of land conveyed by Mary Refugio Bernal de Kottlinger to T. W. Harris by Deed, recorded in Book 572 of Deeds, Page 197, Alameda County Records, described as follows:

Beginning at the Northwestern corner of said Plot 30; thence from said point of beginning along the line dividing said Plot 30 and Plot 27 of said Rancho South $89^{\circ}45'$ East 3,910.25 feet to a point in the Southwesterly line of County Road No. 2065; thence along said Southwesterly and Southerly line of said County Road South $48^{\circ}30'$ East 75.83 feet to an angle point thereof and South $89^{\circ}45'$ East 457.40 feet, leaving said Southerly line of County Road No. 2065 South $44^{\circ}43'30''$ East 435.45 feet to a point in the Northwesterly line of the State Highway IV, Ala. Route 108A, as said Highway is described in the Deed from Henry Grabau to the State of California, recorded December 27, 1939, Book 3852, Page 274, Alameda County Records; thence along last said line Southwesterly from a tangent bearing South $50^{\circ}15'28''$ West on the arc of a curve to the left with a radius of 7,050.00 feet, subtending a central angle of $1^{\circ}39'58''$, an arc distance of 205.01 feet continuing along said line South $48^{\circ}35'30''$ West 608.88 feet to a point in the Northwesterly line of existing State Highway, distant North $41^{\circ}24'30''$ West 50.00 feet from the Engineer's Station 330+83.74 in the center line of the Department of Public Works Survey for the relocation of a portion of the State Highway from Mission San Jose to Livermore, as described in said Deed 3852/274; thence continuing along said Northwesterly line of existing State Highway 66.00 feet wide, described in the Indenture between T. V. Perry, et al and the County of Alameda, recorded June 5, 1931, Book 2586, Page 468, Alameda County Records and as a portion of said Highway has been abandoned by the Resolution of the Board of Supervisors of Alameda County, State of California, recorded November 20, 1931, Book 2652, Page 357, Alameda County Records, the following courses: South $48^{\circ}35'30''$ West 1,789.61 feet, tangent to the last said course, on the arc of a curve to the left with a radius of 593.00 feet, subtending a central angle of $45^{\circ}10'45''$, a distance of 467.60 feet; South $3^{\circ}24'45''$ West 171.98 feet, tangent to the last said course on the arc of a curve to the right with a radius of 267.00 feet, subtending a central angle of $50^{\circ}52'05''$, a distance of 237.05 feet; South $54^{\circ}16'50''$ West 494.51 feet, tangent to the last said course on the arc of a curve to the left with a radius of 1,033.00 feet, subtending a central angle of $9^{\circ}31'55''$, a distance of 171.85 feet; South $44^{\circ}44'55''$ West 224.20 feet; tangent to the last said course on the arc of a curve to the right with a radius of 367.00 feet, subtending a central angle of $23^{\circ}22'25''$, a distance of 149.72

LEGAL DESCRIPTION (Continued)

feet; South 68°07'20" West 343.70 feet; tangent to the last said course on the arc of a curve to the left with a radius of 353.00 feet, subtending a central angle of 55°56', an arc distance of 344.61 feet; South 12°11'20" West 328.60 feet, tangent to the last said course on the arc of a curve to the left with a radius of 333.00 feet, subtending a central angle of 12°17'20", a distance of 71.42 feet; South 0°06' East 1,213.57 feet, tangent to the last said course on the arc of a curve to the right with a radius of 767.00 feet, subtending a central angle of 35°42'15", a distance of 477.96 feet; South 35°36'15" West 450.60 feet, tangent to the last said course on the arc of a curve to the right with a radius of 567.00 feet, subtending a central angle of 23°36', a distance of 233.55 feet; South 59°12'15" West 149.98 feet, tangent to the last said course on the arc of a curve to the left with a radius of 1,033.00 feet, subtending a central angle of 9°53'50", a distance of 178.44 feet; South 49°18'25" West 626.03 feet, tangent to the last said course on the arc of a curve to the right with a radius of 967.00 feet, subtending a central angle of 11°47'55", a distance of 199.13 feet; South 61°06'20" West 209.81 feet, tangent to the last said course on the arc of a curve to the left with a radius of 283.00 feet, subtending a central angle of 51°22'30", a distance of 253.76 feet; South 9°43'50" West 86.78 feet, tangent to the last said course on the arc of a curve to the right with a radius of 267.00 feet, subtending a central angle of 29°08'50", a distance of 135.83 feet; South 38°52'40" West 134.36 feet, tangent to the last said course on the arc of a curve to the left with a radius of 333.00 feet, subtending a central angle of 27°05'50", a distance of 157.49 feet; South 11°46'50" West 492.23 feet to the tangent last said course on the arc of a curve to the left with a radius of 5,033.00 feet, subtending a central angle of 2°10'50", a distance of 191.55 feet; South 9°36' West 311.06 feet, tangent to the last said course on the arc of a curve to the right with a radius of 1,967.00 feet, subtending a central angle of 5°31'10", a distance of 189.49 feet; South 15°07'10" West 148.29 feet, tangent to the last said course on the arc of a curve to the right with a radius of 967.00 feet, subtending a central angle of 14°20'36", a distance of 242.08 feet to a point in the Southwest-ern line of aforesaid Plot 3 of the Rancho el Valle de San Jose; thence leaving the Northwestern line of the State Highway along said Southwestern line of Plot 3 North 52°39' West 1,046.91 feet to the Southern corner of a 900.34 acre tract of land conveyed by T. W. Harris and wife to C. H. Schween, W. H. Martin and W. J. Martin by Deed dated October 2, 1899, recorded in Book 710 of

LEGAL DESCRIPTION (Continued)

Deeds, Page 314, Alameda County Records; thence along the general Eastern line of said 900.34 acre tract the following courses: North 41°05'54" East 153.12 feet; North 29°20'54" East 216.48 feet; North 38°35'54" East 275.88 feet; North 45°05'54" East 336.60 feet; North 10°35'54" East 270.60 feet; North 33°35'54" East 660.00 feet; North 27°05'54" East 229.68 feet; North 45°35'54" East 97.02 feet; North 58°35'54" East 145.86 feet; North 33°33'59" West 702.90 feet; North 39°48'59" West 425.70 feet; North 47°33'59" West 498.30 feet; North 49°48'59" West 726.00 feet; North 52°48'59" West 224.40 feet; North 0°15' East 1,155.00 feet; North 39°30' West 313.50 feet; North 53°45' West 553.08 feet; North 66°15' West 132.00 feet; North 38°15' West 292.38 feet; North 36°45' West 330.00 feet; North 14°45' West 231.00 feet; North 55°30' West 382.80 feet; North 32°45' West 1,066.56 feet to a point in the Southern line of Plot 28 of the Bernal Portion of the Rancho el Valle de San Jose; thence leaving aforesaid Eastern line of 900.34 acre tract along said Southerly line of Plot 28 South 89°45' East 2,065.80 feet to a point in the Westerly line of Plot 29 of said Rancho; thence along said line South 362.34 feet to the Southwestern corner thereof; thence along the Southerly line of said Plot 29 East 2,640.00 feet to the Southeastern corner thereof in the Westerly line of aforesaid Plot 30; thence along the line dividing said Plot 30 and Plot 29 North 0°15' East 1,819.34 feet to the point of beginning.

Excepting therefrom that portion thereof conveyed in the Deed executed by The Roman Catholic Bishop of Oakland to the State of California, recorded June 26, 1967, Reel 1987, Image 456, Series No. AZ-060331, Alameda County Records.

Assessors Parcel No's 99-475-1-2; 946-1991-1; 946-1991-2-2
and 946-1991-3



FOUNDERS TITLE COMPANY

1901 Harrison Street, Suite 104, Oakland, CA 94612

PRELIMINARY REPORT

Issued for the sole use of:

Signature Properties
6612 Owens Drive
Pleasanton, California 94566
Attn: Jim Cullis

Our Order No. OK-22404 PL

Reference

When Replying Please Contact:

Patricia Larson
Phone No. 510/763-0411

Property Address: 444 and 840 Vineyard Avenue
County of Alameda

In response to the above referenced application for a policy of title insurance, Founders Title Company hereby reports that it is prepared to issue, or cause to be issued, as of the date hereof, a Policy or Policies of Title Insurance describing the land and the estate or interest hereinafter set forth, insuring against loss which may be sustained by reason of any defect, lien or encumbrance not shown or referred to as an Exception below or not excluded from coverage pursuant to the printed Schedules, Conditions and Stipulations of said policy forms.

The printed Exceptions and Exclusions from the coverage of said Policy or Policies are set forth in Schedule I and Schedule I (continued) attached. Copies of the Policy forms should be read. They are available from the office which issued this report.

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Dated as of September 4, 19 91, at 7:30 A.M.

FOUNDERS TITLE COMPANY

VALERIE CROWELL

Title Officer

The form of policy of title insurance contemplated by this report is:

TO BE DETERMINED IF APPLICABLE.

The estate or interest in the land hereinafter described or referred to covered by this Report is:

A FEE.

Title to said estate or interest at the date hereof is vested in:

RUBY HILLS DEVELOPMENT, California Joint Venture, Consisting of JNDC-NC, INC., a California Corporation AND SIGNATURE PROPERTIES I, a California Limited Partnership (subject to contract rights hereinafter described)

The land referred to in this Report is situated in the State of California, County of Alameda, an unincorporated area, and is described as follows:

PARCEL ONE:

Portion of Plot 28, as described in the Decree of Partition in The Action Had in the District Court of the Third Judicial District of the State of California in and for the County of Alameda, recorded in Book 40 of Deeds, Page 315, Alameda County Records, described as follows:

Beginning at the Northwestern corner of said Plot 28; thence East along the line dividing Plots 9 and 28, 40.00 chains; thence South 75.02 chains to a stake and mound in the Western line of Plot 29, as set out in said Decree; thence West 40.00 chains to a stake and mound at a corner of Plot 3, as set out in said Decree; thence North 75.02 chains to the point of beginning.

Assessors Parcel No. 946-1848-3-2

PARCEL TWO:

Plot 29 and portions of Plots 28 and 9, Rancho el Valle de San Jose as described in Decree, dated April 1, 1869, rendered by the Third District Court, Alameda County, Case No. 1723, entitled Augustine Bernal, et al., plaintiff vs Juan Pablo Bernal, et al., defendent, a certified copy whereof was recorded April 12, 1869, Book 40 of Deeds, Page 315, Alameda County Records, described as follows:

Beginning at the Southeastern corner of said Plot 29; thence along the Southern line of said Plot 29 West 40.00 chains to the Western line of said Plot 29; thence along the last named line and along the Eastern line of the 68.09 acre tract of land described in Deed to John Grellin, recorded February 25, 1885, Book 283 of Deeds at Page 172, Alameda County Records, North 81.24 chains, more or less, to the Northern line of County Road No. 2065; thence along the last named line South 89° 30' East 2.17 chains to an angle therein; thence continuing along said line of said road South 64° 15' East 41.41 chains to the Western line of County Road 2500; thence along the last named line and along the Western line of County Road No. 2041, North 25.20 chains to the Northern line of the 89.11 acre tract of land described in the Deed to Ernest Schween Co., recorded January 3, 1905, Book 1035 of Deeds, Page 315; thence along the last named line South 79° East 0.61 chains to the Eastern line of said Plot 9, being also the Eastern line of said County Road No. 2041; thence along said line of Plot 9 and along the Eastern line of said Plot 29 South to the point of beginning.

Assessors Parcel No. 946-1848-2

**PROVISIONS OF RECLASSIFICATION
1837th ZONING UNIT
RUBY HILL**

*Adopted by the Planning Commission - October 1, 1990
Modified and Adopted by the Board of Supervisors - June 6, 1991*

(Note: Asterisks next to Provisions of Reclassification
indicate that the respective provision must be
monitored pursuant to Exhibit "E,"
Monitoring Program, 1837th Zoning Unit.)

GENERAL PROVISIONS:

1. Final subdivision maps shall be filed with the Alameda County Recorder, prior to commencement of any improvements in the project area with the exception of construction of the wastewater treatment plant, winery restoration, vineyard planting, landscaped setback with berm along the Foley property line, and establishment of the California Tiger Salamander habitat. However, prior to construction of the wastewater treatment plant, all necessary permits from the Regional Water Quality Control Board (RWQCB) and all other agencies shall have been obtained. No grading permit shall be granted prior to issuance of a discharge permit from the RWQCB. Prior to or concurrent with filing of the Final Map, improvement, drainage, erosion and sedimentation control plans and a grading permit shall be approved by the Director of Public Works. This shall be done prior to commencement of any work on- or off-site, with the exception of those activities listed above.
2. As deemed appropriate by the Planning Director, but in no event less than at three year intervals from the date of reclassification until completion of all construction, the Planning Director shall review these provisions of reclassification and report to the Planning Commission, who shall forward the report to the Board of Supervisors. The Board, upon recommendation of the Planning Commission, may hold a public hearing and, for cause, may impose additional provisions permitted by law and modify or eliminate existing provisions at these times.
3. Administrative actions required in these provisions may be appealed to the Planning Commission, which may modify said actions at a public hearing pursuant to Section 8-92.0 of the Alameda County Zoning Ordinance. Planning Commission actions may be appealed in the same manner to the Board of Supervisors.
4. Developers shall pay to the County of Alameda full costs incurred by the County for review, approval, administration and monitoring of all programs, including inspections required pursuant to these Provisions. This may require the hiring of additional

Provisions of Reclassification
Ruby Hill - 1837th Zoning Unit
June 6, 1991

personnel on either a part-time or full-time basis. When required by the Planning Director and/or Director of Public Works, developers shall post a cash deposit to cover the estimated costs to satisfy this provision. The Planning Director and/or Director of Public Works are hereby expressly authorized to utilize their own employees, other agencies and/or private consultants, as necessary, to conduct such reviews, inspections and administration and to make necessary approval determinations. In addition, developers shall reimburse the County, its agents, officers, or employees for any court costs and/or attorney's fees which the County, its agents, officers, or employees expend in defense of a legal challenge to this action or portions thereof.

5. All on-site improvements (including but not limited to roadways, retaining walls, landscaping, vineyards, wineries, storm drainage systems, and water and sewer facilities) shall be constructed and maintained at no cost to the County.
6. The Land Use and Development Plan labelled Exhibit "B," 1837th Zoning Unit, October 1, 1990, is adopted as the basic framework for the final project design, subject to the following:
 - a. Maximum number of dwelling units permitted in the project shall not exceed 850.
 - b. Developer shall dedicate not less than 414 acres of land to viticultural uses. Of the total 414 acres, a minimum of 300 acres shall be dedicated to viticultural uses on-site, of which a minimum of 280 acres shall be planted in wine grapes as part of Phase I of the project as set forth in Provision 62. Viticultural uses include planted vineyards, restoration of the Ruby Hill and Fenestra wineries (excluding areas needed for access and parking), vineyard maintenance facilities, irrigation detention ponds, and other functions ancillary to wine production as determined by the Planning Director. Uses excluded from this designation are inns, wastewater treatment plant/ponds, sales office, golf course, recreational facilities, and other non-agricultural uses. Ancillary support facilities such as maintenance facilities, irrigation detention ponds and access roads located in planted areas shall be counted toward fulfilling the minimum requirement for viticultural uses.

The remaining 114 acres may be dedicated to viticultural uses either onsite or off-site, and shall be planted in wine grapes. This acreage may include uses such as planted vineyards, vineyard maintenance facilities, irrigation detention ponds, and other functions ancillary to wine production as determined by the Planning Director. Land used to satisfy this requirement shall not be land actively cultivated at the time of adoption of these Provisions of Reclassification.

If more than 797 dwelling units are constructed as part of the project, then for each unit over 797, up to the maximum of 850 units, one additional acre of

land shall be dedicated to viticultural use off-site, and shall be planted in wine grapes. Ancillary uses may be permitted as set forth above. Land used to satisfy this requirement shall not be land actively cultivated at the time of adoption of these Provisions of Reclassification. In addition, land used to satisfy this condition shall be conditionally developable land. This latter requirement applies only to land dedicated (up to the maximum of 53 acres) as a result of the number of dwelling units exceeding 797, and shall not apply to the initial dedication requirement of 414 acres.

All off-site acreage dedicated to viticultural use pursuant to this Provision shall be dedicated to such use, and planted in wine grapes, not later than recordation of the final subdivision map which includes the 400th residential lot in the project.

Land dedicated to viticultural uses pursuant to this condition, whether onsite or off-site, need not be configured in one contiguous parcel. Such land may be located on more than one, non-contiguous pieces, provided that each such piece shall consist of contiguous property of sufficient size to allow for effective cultivation as determined by the Planning Director.

- c. No development is allowed within the southernmost portion of the site (as delineated on Exhibit "B") with the exception of earthwork needed to create a California tiger salamander preserve, as described in Provision 14d, and emergency access to the adjacent Foley Ranch.
- d. No residential development may occur east of the proposed realignment of State Route 84, as shown on Exhibit "B," with the exception of agricultural homesites, caretaker's residence for the winery, and an inn. Such homesites may be located on agricultural parcels of 20 acres or more, and each homesite may include one development envelope of one acre which may contain one residence. Such homesites shall be counted toward the maximum number of dwelling units permitted in the development (up to 850).
- e. Residential development shall be set back from Vineyard Avenue and the Foley property as shown on Exhibit "B."
- f. The 5-acre retail center shall be relocated to a site that is neither on soils considered good or very good for viticulture (based on the Soil Conservation Service soil survey), nor within the state-designated Regionally Significant Construction Aggregate Resource Sector (Sector B-1 or B-2). The retail center may be omitted from the project entirely, at the developers' discretion.
- g. A Final Land Use and Development Plan shall be submitted for approval by the Planning Director reflecting the basic design and modifications/guidelines

as shown on and substantially in conformance with Exhibit "B." Upon approval by the Planning Director, this new plan shall be identified as Exhibit "C." Exhibit "C" shall be approved by the Planning Director prior to approval or commencement of any development on- or off-site, and shall include elements described in Provision 9 below.

7. No horses, cattle, sheep, goats, pigs, llamas, or other similar domestic livestock or animals may be kept by residents on lots of less than 5 acres within the development. No commercial raising, breeding, or boarding of any animal shall be allowed on individually owned lots. This condition shall not preclude the keeping of dogs, cats, or other domestic pets subject to regulations of the Alameda County Animal Control Ordinance, and such that the animals have no impact on wildlife in the area; neither shall it preclude grazing of livestock on the open space areas. This condition shall be included in the Conditions, Covenants, and Restrictions (CC&R's) for the development and homebuyers shall be so informed.
8. During the subdivision stage of the project, changes in the approved Land Use and Development Plan (Exhibit "C") may be authorized through Zoning Approval to the extent listed below:
 - a. Grades may be changed a maximum of 10 feet. Grade changes between 10 and 20 feet may be granted by the Planning Director.
 - b. Lot lines may be adjusted provided that overall number of lots remain the same or are reduced and lot sizes and configuration comply with these provisions.
 - c. Street alignment and design may be modified provided that revised street design is approved in subsequent Tentative Map actions. Detailed street grade or alignment may be modified as necessary to serve revised grading which may be authorized pursuant to above, or as necessary to adjust to field conditions as determined by the Director of Public Works.

EXHIBIT "C"

9. Exhibit "C" shall include, but not be limited to, the following elements:
 - a. Residential lot layout and general design of project circulation and golf course.
 - b. A preliminary grading plan which emphasizes retention of natural landform and, where landforms are altered, simulation of natural contours; and a drainage area map showing existing and proposed conditions to reflect changes in the watersheds. Riparian areas as designated by a qualified biological consultant pursuant to Provision 14b shall be preserved; only minor grading within these areas is permissible to allow creek crossings within the

golf course where non-grading alternatives are deemed infeasible by the Planning Director.

- c. A phasing plan for the development, including the provision of on- and off-site traffic mitigation. The first phase of development shall include establishment of the California tiger salamander habitat area, construction of the wastewater treatment facility, installation of the landscaped setback and berm along the Foley property line, construction of the golf course, planting of the vineyard and restoration of the Ruby Hill and Fenestra wineries.
- d. General landscaping requirements as described in Provision 14g.
- e. A program to minimize land use conflicts between viticultural and urban uses, including size and location of setback buffers. The program shall be prepared by an independent consultant approved by the Planning Director and shall consider such factors as topography, prevailing wind direction, natural screening, specific adjoining uses, type of vines, and agricultural practices. In no case shall a buffer be less than 100 feet deep. Vineyard owners shall be encouraged to follow special operating procedures to minimize noise, dust, and pesticide drift if economically feasible. Aerial spraying of pesticides is prohibited.
- f. A program for architectural design and site planning standards to apply to development of individual lots. The program shall address massing, lot coverage, roof pitch, materials, and colors. The objective of the standards should be to encourage compatibility between homes without dictating uniformity.
- g. Location and layout of centralized, private recreational facilities as described in Provision 22.
- h. Location and layout of viticultural uses as described in Provision 6b.
- i. Location of the inn, including access and preliminary parking design.
- j. Layout of the wastewater treatment facility, including plant, ponds, supplemental wet weather storage areas, buffers, and any other ancillary functions.
- k. Location of an on-site 5-acre retail center, subject to the requirements of Provision 6f, as approved by the Planning Director.
- l. Location of an on-site fire station, subject to requirements of Provision 21.
- m. Location of an on-site recycling collection site, unless curbside collection is available.

- n. Location of an on-site contingency fill disposal site.
- o. Location and general design of a California tiger salamander habitat preserve, as approved by the Department of Fish and Game (DFG) and as generally outlined in DFG's letter to the Planning Department dated August 8, 1990. In general, the design of the habitat area shall include, but not be limited to: installation of ponds and vernal pools suitable for use by salamanders, permanent preservation of the area as open space, prevention of ground squirrel eradication within the preserve, and installation of buffers and barriers necessary to prevent encroachment of human activity which could interfere with the successful preservation of the salamander.
- p. Location and general design of buffer along Foley property line, meeting the criteria described in Provision 65.
- q. A system of bicycle paths within the development.
- r. Internal circulation plan showing sight distances and other traffic safety and control features.

DESIGN:

- 10. Design of all development areas shall be subject to the project framework and layout as approved under the Final Land Use and Development Plan, Exhibit "C." Design of single family detached residential areas will be reviewed through the Tentative Map process; individual home design will be subject to review by an architectural review committee of the homeowners' association, based on architectural design standards as described in Provision 9f. Design of all other development, including, but not limited to, the wastewater treatment plant, fire station, wineries, golf course, and related facilities, recreational and homeowner's association facilities, inn, commercial facility, sales office, and out-buildings and maintenance facilities shall be subject to Site Development Review (SDR), as specified in Section 8-95.0 et. seq., of the Alameda County Zoning Ordinance. The SDR process shall regulate subsequent uses on the site to assure consistency with Provisions of Reclassification. Under the SDR process, a use, such as an inn, may be restricted in size based on factors such as traffic, visual impacts, etc., or may be denied altogether. Action by the Planning Director on the SDR may be appealed in accordance with provisions of the County Zoning Ordinance.
- 11. In addition to standard SDR and tract requirements, all development in the project shall comply with the following requirements:
 - a. All development shall be constructed and maintained in accordance with approved plans.

- b.* Landscaping shall be installed and maintained in accordance with a precise landscaping plan prepared by a landscape architect based on the approved landscape program noted in these Provisions; County Planning Department "Requirements and Performance Guidelines for Landscape Plans" and "Landscape Water Conservation Guidelines;" and riparian area revegetation plans as approved by the Planning Director and Department of Fish and Game, as appropriate. During construction, an annual inspection by the Planning Department, or consultant working under the direction of the Planning Department, shall be conducted to determine whether landscaping is being maintained in accordance with the approved landscaping plan. Costs of inspections and recordkeeping shall be the expense of the developers until placed under the control of the appropriate maintenance body, as determined under Provision 52.
- c. Parking of commercially owned or operated vehicles, and outdoor storage, trash or refuse areas shall be screened from public view. Screening may be by building, walls, fence, or landscaping.
- d. Parking or storage of recreational vehicles or trailer-hauled boats shall be subject to the regulations of the Alameda County Zoning Ordinance.
- e. Walls, fences, signs, parking, landscaping and building exteriors shall be maintained in good condition at all times.
- f. On-site signing shall be consistent with the overall sign program approved by the Planning Director and be compatible with the approved architecture and landscaping.
- g. Exterior building design and finishes shall complement and be compatible with landscaping and adjacent buildings. This shall not prohibit the use of stucco as an exterior material.
- h. All ducts, pipes, meters, air conditioning, and any other mechanical equipment, whether on a structure or on the ground, shall be effectively screened from public view with materials architecturally compatible with the main structures.
- i.* Water conservation devices, such as low flow showerheads, faucets, dishwashers, and toilets, shall be installed and maintained in each unit.
- j.* Street numbers of all buildings and units shall be posted so as to be seen at all times, day or night.
- k. Foundation design shall conform with engineering specifications approved by the Director of Public Works.

- l. All residential units shall incorporate security features, such as deadbolts and security lighting, into their design.
 - m.* All roofs shall be constructed of fire-retardant materials (minimum Type B).
 - n.* Sprinklers shall be required in all new public, recreational, and retail buildings.
 - o. All utilities including transformers required to serve permanent development shall be installed underground unless otherwise approved by the Planning Director.
 - p. All designated emergency access roads shall be surfaced and maintained for all reasonably foreseeable local weather conditions.
12. With the exception of the development standards listed below, the lots designated for single family dwelling shall be subject to any and all restrictions of the Alameda County Zoning Ordinance for single family residences.

LOT DEVELOPMENT STANDARDS:

Lot Type A:

Lot Size: 30,000 square feet minimum

Median lot width: 120 feet

Yards:

Front: 35 feet, minimum
 Side: 15 feet, min./40 feet total for each lot
 Rear: 30 feet, minimum

Building height: 2 stories to a maximum height of 40 feet as determined by section 8-20.18 of the Alameda County Zoning Ordinance.

Fences: To be regulated per Alameda County Zoning Ordinance and consistent with fencing standards included in the project landscape program

Lot Type B:

Lot Size: 18,000 square feet minimum

Median lot width: 100 feet

Yards:
 Front: 30 feet, minimum
 Side: 12 feet, min./30 feet total for each lot
 Rear: 25 feet, minimum

Building height: 2 stories to a maximum height of 35 feet as determined by Section 8-20.18 of the Alameda County Zoning Ordinance.

Fences: To be regulated per Alameda County Zoning Ordinance and consistent with fencing standards included in the project landscape program.

Lot Type C:

Lot size: 10,000 square feet, minimum

Median lot width: 90 feet

Yards:
 Front: 30 feet, 25 feet minimum with side loading garages
 Side: 10 feet min./25 feet total for each lot
 Rear: 20 feet minimum

Building height: 2 stories to a maximum height of 35 feet as determined by Section 8-20.18 of the Alameda County Zoning Ordinance.

Fences: To be regulated per Alameda County Zoning Ordinance and consistent with fencing standards included in the project landscape program.

Lot Type D:

Lot size: 6,500 feet, minimum

Median lot width: 60 feet

Yards:
 Front: 20 feet, minimum
 Side: Combined 12 feet (possible zero lot line)
 Rear: 20 feet, minimum

Building height: 2 stories to a maximum height of 35 feet as determined by Section 8-20.18 of the Alameda County Zoning Ordinance.

Fences: To be regulated per Alameda County Zoning Ordinance and consistent with fencing standards included in the project landscape program.

13. Variety and flexibility in house siting is encouraged. Exceptions to these standards to achieve desirable visual and spatial relationships and that are in the interest of better use of the building sites and in substantial conformance with these Provisions of Reclassification may be permitted by the Planning Director through Zoning Approval in the initial construction of the development. Subsequent requests for deviations from these standards shall be subject to the procedures of Section 8-93.0 et seq. (Variances) of the Alameda County Zoning Ordinance.

SPECIAL STUDIES/PLANS:

14. The following special studies and plans shall be submitted prior to or concurrent with filing of the first Tentative Map, and shall be approved by the appropriate authority prior to or concurrent with approval of the first Tentative Map. Special studies/plans submitted pursuant to items c, b, d, e, h, and g shall also be reviewed by the Alameda County Planning Commission prior to or concurrent with approval of the first Tentative Map. Implementation of recommendations in these studies/plans and submittal of verification records for mitigation monitoring purposes shall be paid for by the developer.
 - a. A site-specific geotechnical investigation by an independent consultant under the direction of the County Geologist, to be paid for by the developers, shall be conducted that identifies active landslide areas and recommends mitigation measures.
 - b. A riparian area protection plan shall be prepared by a qualified consultant experienced in revegetation using native plants. The plan shall be approved by the Planning Director, based on either (1) requirements of any Army Corps of Engineers permits, requirements of any Fish and Game Stream Alteration Agreement, and other statutory responsibilities; or, if such permits are not required by the project, (2) approval of a revegetation program by the Planning Director. The plan shall describe planting areas and materials, techniques for planting and maintenance, and guidelines for ensuring compatibility between riparian areas and the golf course. A minimum of five trees of like species of 24 inch box size shall be planted for every healthy tree removed with a mean base diameter of three inches or greater. Enhanced wetland areas shall be designed after consultation with the Alameda County Mosquito Abatement District. Vegetation within the riparian areas shall be maintained and monitored until established. The goal for replacement planting shall be an 80% survival at the end of five years. Supplementary planting shall occur to achieve the 80% survival goal if necessary. All landscape plans and golf course construction documents shall indicate

provisions for protection of riparian areas and shall be reviewed by the Planning Director and Department of Fish and Game.

- c.* A wildfire protection plan to be approved by the Alameda County Fire Patrol as well as the Planning Director. The plan shall include recommendations for fire-resistant plant selection, brush clearing, limb pruning, limiting access to high hazard areas, and other techniques to minimize hazards of wildfires along the site's border with the Foley property to the west. A copy of this plan shall be submitted to the County Grading Supervisor, who shall verify that provisions are included in approved grading plans. Implementation shall be guaranteed by the developers.
- d.* A detailed habitat mitigation plan for the California tiger salamander, prepared by a qualified biologist in consultation with the Alameda County Mosquito Abatement District and approved by the Department of Fish and Game. In general, the plan shall incorporate design criteria and appropriate size for the preserve area and shall be consistent with requirements of DFG, as generally outlined in its letter to the Planning Department dated August 8, 1990. Ponds and vernal pools shall be designed to optimize breeding habitat for tiger salamanders. The objective shall be to create shallow ponds and pools which persist from approximately January until early June in normal years, but dry up in the summer, and obtain their water from the local watershed and do not require supplemental water. This plan shall serve as a basis for defining: (1) uses which may occur within and adjacent to the preserve area; (2) appropriate buffers and barriers between the preserve area and adjacent uses, including fencing requirements; (3) on-going measures, including monitoring, which must be taken to ensure continued protection of the salamanders and the habitat; and (4) criteria by which the Planning Director can assess the success of the mitigation plan. Native grasses located elsewhere on-site shall be relocated to the salamander habitat area if feasible. This plan shall be implemented and the habitat shall be established to the satisfaction of the Department of Fish and Game prior to disturbance of existing breeding ponds. The mitigation area shall be monitored three times per year during the first 5 years, once in January, once in March or April and once in early June to determine (1) whether adequate ponding is present; (2) whether livestock has entered the preserve, and (3) whether an adequate ground squirrel population is still present.
- e.* A detailed study to determine if bat habitat areas remain on the site shall be prepared by a qualified biologist and submitted for review by the Planning Director and Department of Fish and Game. A mitigation plan shall be developed for possible loss of bat habitat and approved by the Planning Director and the Department of Fish and Game.
- f.* A tree protection plan shall be prepared by a qualified horticultural consultant for the site. The plan shall include guidelines for use by

contractors during grading and construction to minimize damage to trees which have been determined worthy of preservation. The plan shall also recommend a schedule for inspection during grading and construction activity by the consultant and/or County staff, as well as a format for recordkeeping for monitoring purposes. All trees to be preserved shall be located by field survey (horizontally and vertically) adjacent to graded areas. Trees shall be plotted with accurate driplines and elevations on all development plans. Guidelines to protect native trees shall be included in the plan to address the following concerns (at a minimum): design of the golf course, placement of fill and irrigation, and maintaining a winter wet/summer dry cycle.

g.* A landscape program, to be followed in designing and implementing landscaping plans for the entire project, including commercial areas, streets, intersections, entrance ways, wastewater treatment facility, fencing, and common landscaped areas shall be prepared by a registered landscape architect and be approved by the Planning Director, prior to filing of a Final Map or approval of an SDR. The program shall include guidelines for individual property owners to follow in private landscaping; guidelines shall emphasize water conservation and compatibility of plant types with the terrain, climate, and natural setting of this site. The landscape program shall be based on general landscape proposals indicated on Exhibit "C," 1837th Zoning Unit; County Planning Department "Requirements and Performance Guidelines for Landscape Plans," and "Landscape Water Conservation Guidelines," and shall incorporate the following provisions:

- 1) Native and/or non-invasive, drought-tolerant plants shall be emphasized. Where plants are selected which are not drought-tolerant, justification shall be presented to the Planning Director and the Planning Director will have the discretion to approve or disapprove the selected species.
- 2) Energy and water efficient irrigation systems shall be used in all private and public landscaped and agricultural areas.
- 3) In portions of the site where irrigated landscaping will abut open space areas which are either in their natural state or landscaped with native species (e.g. the buffer along the Foley property line), transitions shall be gradual rather than abrupt to avoid sharp delineations between colors which could be seen off-site.
- 4) Fire-resistant landscaping shall be incorporated in areas adjacent to open space.
- 5) Street trees and landscaping shall be placed in a landscape strip between the curb and sidewalk.

- 6) All landscaping shall be designed and maintained so that adequate vehicular sight distance is provided.
- 7) Native grasslands and special status plants shall be preserved wherever possible. Reseeding denuded slopes for erosion control should be done with seed mixes which include native grass species, wherever feasible.
- 8) Native trees identified in the Ruby Hill Tree Survey and Evaluation (HortScience, August 1, 1989) shall be preserved or relocated on-site unless determined by a qualified horticultural consultant to be unsuitable for preservation based on their current condition and potential to survive impacts of development. Landscape and fruit/nut trees identified by HortScience as suitable for preservation shall be preserved if feasible. The existing olive grove shall be preserved, however, individual trees may be relocated on-site if preservation of the grove is infeasible. A minimum of 50 boxed specimen coast live oaks or valley oaks shall be incorporated into the project's landscape plan. In addition to the 50 boxed specimen trees, a minimum of 24 inch box size trees of like species shall be planted for every healthy tree removed with a mean base diameter of three inches or greater.
- 9) Retaining walls with natural surface materials or low-contrast color and vegetation treatments shall be used along project roads to minimize grading.
- 10) Additional vegetative screening should be used along the development edges, where appropriate, to soften views of peripheral buildings and to integrate landscaping with native vegetation.
- 11) To promote a unified and attractive appearance of the project, a comprehensive fencing program shall be approved. The program shall serve as a guide to future approvals and should at least include fences for privacy, lot delineation, safety, sound attenuation, and landscape and architectural detailing. The program shall include guidelines for location, materials, textures, and colors. Fence height shall be consistent with provisions of the Alameda County Zoning Ordinance.

Specific landscape plans for subdivisions and SDR's shall be consistent with this overall program and shall include details such as specific plant materials, quantities, sizes, locations, phasing, planting and staking details, energy and water efficient irrigation, comprehensive fencing plans, and a maintenance program.

Developers shall be responsible for maintenance of all landscaping installed by them, including revegetation areas, until tract

improvements are accepted by the County or after one year of installation, whichever is later. . Thereafter, the appropriate maintenance body, as determined under Provision 52, shall be responsible for maintenance of common areas.

- h. A feasibility study for a Countywide agricultural and open space land trust shall be prepared by a qualified professional approved by the Planning Director and hired by the Alameda County Board of Supervisors, and shall focus on open space preservation and agricultural activities in the South Livermore area. The study shall consider the feasibility of using all or part of the agricultural and open space mitigation fees collected for this project for acquisition of agricultural lands. The Planning Director will forward the study with recommendations to the Board of Supervisors for determination, prior to collection of agricultural and open space mitigation fees.
 - j. A study shall be prepared by a qualified professional approved by the Planning Director to determine the feasibility of extending transit service to this development. The study shall consider potential ridership, costs, and whether contributions by the developers for street, shelter and other extension improvements should be required.
15. The following submittals shall be approved by the Planning Director prior to filing of a Final Map. Implementation of recommendations in studies or plans listed below and submittal of verification records for mitigation monitoring purposes shall be paid for by the developers.
- a. Letters or permits from the U.S. Army Corps of Engineers and State Department of Fish and Game shall be submitted indicating that necessary permits for altering or filling watercourses have been obtained, based on final grading and improvement plans, including all development and bank stabilization measures within riparian zones, as approved by the Director of Public Works; or that such permits are not required for the project.
 - b. A sign program for business and recreational uses and residential street signing and identification. Said program shall include general requirements as to location, size, height, materials, colors, lighting, and maintenance, and shall be compatible with landscaping and architectural guidelines.
 - c. A child care needs assessment/mitigation plan shall be conducted by an independent consultant, under the direction of the County and paid for by the developers, to determine the impact of this project on the local availability of child care for children through 12 years of age. The needs assessment shall be based on the following equation:

850 units x number of children per household x percentage of women who work outside of home x 50% need.

Number of children per household may be obtained from the Pleasanton Unified School District or other source to be approved by the Planning Director. The percentage of women who work outside of the home shall be assumed at 0.58 for mothers of children under 6 years and 0.72 for mothers of children aged 6-12 years. An alternate methodology to assess need may be used if approved by the Planning Director. A mitigation plan shall be prepared to address the need for child care created by this development unless it can be demonstrated to the satisfaction of the Planning Director that sufficient local supply of child care exists to satisfy the need created by this project. Examples of mitigation programs include but are not limited to: developing an on-site child care facility; providing a portable building for the expansion of an existing facility; providing funds to a local non-profit organization to establish or augment an after school program; or providing funds to Resources for Family Development in Livermore to subsidize child care information/referral services or training of care providers. The developers shall clearly demonstrate to the satisfaction of the Planning Director the effectiveness of the proposed mitigation plan in addressing the child care need created by this project.

- d.* A natural habitat preservation booklet with recommendations for homeowners for protecting creek water quality and riparian habitat, preserving oak and other valuable trees, protecting the California tiger salamander, and minimizing conflicts with area wildlife shall be prepared by qualified biological and horticultural consultants. The booklet should discuss proper use and disposal of household toxic substances, control of pets, a list of native, drought-tolerant, non-invasive plants for yard landscaping, and other suggestions. This booklet shall be provided to initial homeowners by the developers and to subsequent homeowners by the property owners' association. The developers shall submit a copy for approval by the Planning Director. The document shall be presented to potential buyers, who, prior to executing a purchase agreement, shall acknowledge in writing that they have read, understand, and will abide by the information contained in the booklet. The developers shall maintain records of these acknowledgements, and copies of these records shall be made available to the Planning Director upon request.
- e.* A water conservation program describing methods and equipment to maximize water conservation in all project irrigation, including the golf course, vineyards, common open space and landscaped areas, and privately-owned landscaped areas, prepared by an independent consultant under the direction of the Planning Director. CC&R's shall include specifications to minimize water consumption in private landscape irrigation which must be followed by all property owners.

- f.* A transportation systems management plan including measures which would enable and encourage reductions in project-related automobile trips shall be submitted for approval by the Planning Director.
- g.* An acoustical study shall be conducted by a qualified acoustical engineer for proposed residential areas along State Route 84. The study shall analyze projected traffic along the thoroughfare and ascertain the need for sound attenuation in adjacent dwellings. Recommendations of this report shall be followed in the construction of the affected dwellings.
- h.* During the next optimum blooming or growing season, an additional plant survey by a qualified botanist shall be conducted to locate any additional native grasslands and special status plants on site. If such plants are found, a mitigation program shall be prepared for approval by the Planning Director, after consultation with the Department of Fish and Game.

UTILITIES:

- 16.* Improvement plans for utility lines traversing open space areas shall be approved by the Director of Public Works, after consultation with the Planning Director. Utilities shall be sited to avoid major trees and minimize habitat destruction and adverse visual effects. The wastewater treatment plant shall be designed with sound attenuation measures to reduce equipment noise to a level that will not contribute substantially to noise levels of adjacent properties.
- 17.* Prior to filing of a Final Map, a letter shall be submitted to the Director of Public Works stating that the project will be served with water by Zone 7 of the Alameda County Flood Control and Water Conservation District, or other public water retailer. The developers will be responsible for all costs of constructing adequate water storage and delivery systems for the project, as determined appropriate by that agency.
- 18.* Siting for water tanks and related access roads shall be approved by the Planning Director through the Site Development Review process. Off-site visual appearance shall be considered in the design and siting of these facilities; the Planning Director shall review siting, colors, and landscaping to ensure that off-site visual impacts are minimized.
- 19.* Project lighting shall be designed to reduce glare seen off-site. Lighting shall be focused and direct, with standards limited to 12 feet in height.
- 20. Developers shall identify an easement through the project site for a 230 kv underground transmission line in concert with Pacific Gas and Electric.

FIRE STATION:

- 21.* Developers shall dedicate a site and construct and equip a fire station within the project boundaries. The location of the new fire station shall be in the general vicinity shown on Exhibit "B" and shall be approved by the Alameda County Fire Patrol. Prior to filing a Final Map, a schedule for completion and a guarantee, as determined appropriate by the County, shall be approved by the Director of Public Works, after consultation with the Chief of the Fire Patrol and the Planning Director. The size of the fire station shall be approximately 2,800 square feet. The station shall be designed, constructed and equipped according to specifications of the Alameda County Fire Patrol as outlined in its letter to the Planning Department dated February 8, 1990. The style of the station shall be consistent with housing in the development.

PARK AND RECREATION FACILITY:

- 22.* A minimum 10 acre private recreational facility outside of the area designated as "good" or "very good" for viticulture shall be developed in a location to be approved by the Planning Director. The facility shall be available for use by all homeowners in the project and shall include at a minimum: a swimming pool, tennis courts, fields for baseball and/or soccer, and play areas/equipment for small children. This facility shall be supported and maintained through homeowners' dues. Recreational facilities shall be installed and operational prior to occupancy of the first 450 units in the project. Design of the park and recreational facilities shall be subject to SDR.

PRIOR TO ISSUANCE OF A GRADING PERMIT:

23. A Final Map shall be filed for the project and necessary permits for the wastewater treatment facility shall be obtained from the RWQCB and other responsible agencies.
24. Studies and plans listed in Provision 14 shall be submitted to and be approved by the Planning Director.
- 25.* A detailed soil and geologic investigation report (as described in Provision 14a) conforming to provisions of the Alameda County Grading Ordinance shall be submitted to and be approved by the Director of Public Works.
- 26.* Detailed grading, drainage and erosion/sedimentation control plans, as specified in Provisions 31 to 36, including mitigation of existing drainage and erosion problems on- and off-site, shall be submitted for approval by the Director of Public Works.
- 27.* The California tiger salamander habitat shall be created and established to the satisfaction of the Department of Fish and Game prior to any disturbance of existing breeding ponds.

- 28.* A qualified archaeological consultant shall meet on-site with the grading contractor and crew prior to the commencement of grading to instruct personnel on identifying possible indications of archaeological resources.
- 29.* A qualified arborist or horticultural consultant shall meet on-site with the grading contractor and crew prior to the commencement of grading to clearly identify and mark trees which shall be preserved as well as their driplines. Consultant shall also instruct the contractor and crew on measures which must be taken to preserve trees during earthmoving activity.
- 30.* Compliance with the construction grading plan and assurance that grading will be completed satisfactorily (brought to a stable and erosion resistant state) in the event the project is prematurely terminated shall be guaranteed in an amount and manner determined suitable by the Director of Public Works. Said guarantee shall be provided to the County of Alameda prior to issuance of a Grading Permit. Grading proposed to extend beyond the limits of a final subdivision map shall also be protected by the aforementioned guarantee.

GRADING, DRAINAGE AND EROSION/SEDIMENTATION CONTROL PLANS.

- 31.* The grading plan shall include provisions for monitoring fill settlement by a qualified geotechnical engineer to determine that significant settlement has ceased prior to construction of any structures on filled areas. Cut and fill slopes shall be no steeper than 2:1, exclusive of terraces and roundings at toes and heads, in accordance with the Alameda County Grading Ordinance. Terrace design shall comply with the Grading Ordinance.
- 32.* The drainage plan shall take into consideration the historical water levels in the upper aquifer, as defined by Zone 7, which supports sycamores on the adjacent Topham property and, to the extent possible, shall avoid changes which would affect that hydrological system.
- 33.* The drainage plan shall provide for the installation of a complete storm drainage system as soon as possible that will function during and after grading. Any landslide repair areas will require subsurface drains to collect groundwater flow. Diversion of one creek system to another and augmentation of flow to existing creeks shall be avoided. Roof gutters and downspouts shall be connected to the storm drain system via a closed system of non-perforated pipe. Exceptions to these requirements may be granted by the Planning Director, after consultation with and recommendation by the Director of Public Works, and upon determination that on- and off-site conditions will not be significantly adversely affected.
- 34.* The erosion and sedimentation control plan shall include provisions to keep flow velocities low through installation of drop structures or detention basins if needed. Responsibility for operation and maintenance of erosion and sedimentation systems, including runoff detention basins, shall be the responsibility of the developers until

tract improvements are accepted by the County or after one year of installation, whichever is later. The appropriate maintenance body, as determined under Provision 52, shall maintain the systems thereafter. Any construction proposed within stream channels must be reviewed by the Department of Fish and Game.

- 35.* The erosion and sedimentation control plan shall include seeding and mulching methods, rates and areas; a timetable for implementation of all required measures; and a maintenance program including inspection schedule and provisions for sediment disposal.
36. Independent professional soil, geologic, engineering, and natural resource management consultant(s) shall be provided through the County of Alameda, as required, at the developers' expense to:
 - a. review and advise the Director of Public Works on proposed grading and improvement plans; and
 - b. inspect and monitor construction activities associated with the project, including trenching, as they effect drainage, erosion, sedimentation, dust, water quality, slope stability, compaction, archaeological resources, vegetation, wildlife and other pertinent matters as determined by the Director of Public Works and Planning Director to assure the work is done in accordance with approved plans and to assist in expediting the completion and acceptance of the work by the County.

Said consultant, or consultants, shall have authority to advise the Director of Public Works and Planning Director on implementation of improvement plans and other related requirements and conditions.

GRADING AND CONSTRUCTION:

- 37.* No grading of the site shall occur which is not in compliance with the Grading Permit and this Planned Development District zoning. Grading shall be completed under the supervision of the Project Soils Engineer and/or Engineering Geologist, or Project Civil Engineer who shall upon its completion submit a declaration to the Director of Public Works that all work was done in accordance with the recommendations contained in the soil and geologic investigation reports and the approved plans and specifications. Inspections that will satisfy final subdivision map requirements shall be arranged with the Director of Public Works.
- 38.* No grading of the site shall occur between October 1 and April 15 of any year without the prior approval of the Director of Public Works. Said approval may be granted upon a showing by the Project Soils Engineer that grading during the winter will not create erosion or sedimentation problems off-site.

- 39.* Grading and construction activities, including vehicle access and equipment storage, shall be limited to portions of the site which are designated on the grading and Planned Development District plans to be disturbed.
- 40.* Grading activities shall be limited to between the hours of 7:00 a.m. and 6:00 p.m., Monday through Saturday. Once any units on the site are occupied, grading and construction shall be limited to weekdays between 8:00 a.m. and 6:00 p.m. Maintenance of construction equipment may occur any day between the hours of 7:00 a.m. and 8:00 p.m. If, in the opinion of the Director of Public Works, noise becomes a problem in the evening hours between 6:00 p.m. and 8:00 p.m., hours and/or permitted activities may be required to be adjusted. Hours and days of operation may be modified only with prior approval from the Director of Public Works.
- 41.* Grading activity shall be monitored by a qualified archaeologist. If archaeological remains are encountered during construction, construction in the vicinity shall be halted, the archaeologist consulted and the County Planning Department notified. If, in the opinion of the archaeologist, the remains are significant, measures, as may be required by the Planning Director, shall be taken to protect them.
- 42.* Developers shall retain the services of a qualified arborist or horticultural consultant during grading and construction to ensure that measures specified in the tree protection plan (required by Provision 14f) are properly implemented. No trees or areas marked for protection by the consultant shall be damaged or removed without the specific approval of the Director of Public Works. If trees designated to be preserved are damaged or removed during the course of construction activities, they shall be replaced at a ratio of 5 to 1.
- 43.* All internal combustion engines on grading or construction equipment used at the project site shall be equipped with a muffler equal to or better than that supplied by the vehicle manufacturer. All equipment shall be maintained in good mechanical condition so as to minimize noise and air pollution from faulty engine, drive train and other components. No muffler or exhaust system shall be equipped without cutout, bypass, or any similar device intended to thwart quieting. Contractor(s) shall provide written certification of compliance with this provision to the Director of Public Works annually through the duration of construction. In addition, if, in the course of routine inspection, County staff (or consultants responsible for monitoring site work) determine that there may be a violation, an inspection of equipment may be required and work may be stopped until the violation(s) is (are) corrected.
- 44.* In order to avoid downstream flooding, no significant concentration or augmentation of runoff above natural levels to natural drainage shall be permitted.
45. Blasting and the use of explosives shall be kept to a minimum. Appropriate State and local permits and approval of the Director of Public Works shall be obtained prior to use of explosives.

- 46.* Dust control measures, as approved by the Director of Public Works, shall be followed at all times during grading and construction operations. Construction contracts shall include provisions requiring that exposed disturbed surfaces shall be watered in the late morning and at the end of the day at a minimum; when wind speed exceeds 15 miles per hour, more frequent watering shall occur. Stockpiled earth and trucks hauling dirt and other materials shall be covered to reduce dust.
- 47.* Cut and fill shall be balanced in the subdivision. No material shall be exported from the site.
- 48.* Stockpiling of topsoil and/or design of haul cycles so that topsoil is not lost or mixed with other materials in fills shall be required so that revegetation of graded areas can take place, as much as possible, and shall be implemented as a part of a Grading Permit issued by the Director of Public Works.
- 49.* During critical summer low-water periods, as defined by the Director of Public Works, any creek water shall be collected above any grading/construction zones located on or near creekbeds or drainage areas, and the water shall be continuously piped through the zones, as required by the Director of Public Works.
- 50.* The storage of trash, construction debris, or materials shall not be allowed off site, in creek areas, or near significant vegetation during any phase of the project. Developers shall clean up trash or construction debris, prior to acceptance of the project by the Board of Supervisors.

MAINTENANCE:

51. Maintenance of facilities and improvements within the project shall be the sole responsibility of the project developers and property owners. Except as accepted voluntarily or as provided by law, neither the County of Alameda nor any other public agency shall be responsible for maintenance of facilities, equipment, improvements, or functions within the project.
52. Developers shall submit a detailed maintenance program for all aspects of the project prior to or concurrent with submittal of the first Tentative Map. Prior to or concurrent with approval of the first Tentative Map, a detailed maintenance program shall be approved by the Planning Director, after consultation with and recommendation by the Director of Public Works. Prior to or concurrent with filing of a Final Map, mechanisms for maintenance, as approved by the Planning Director, shall have been formed and be operational.
53. The maintenance program shall be prepared by a consultant approved by the Planning Director who is experienced in the provision of public and quasi-public services to and maintenance of facilities and equipment by a self-contained community. The consultant or associates shall also be experienced in fiscal and legal implications and requirements of such programs. Mechanisms which should be

evaluated include, but are not limited to, County Service Areas (CSA), Landscape and Lighting Districts (LLD), Mello-Roos Districts (MRD), Homeowners' Associations (HOA) and any appropriate combinations. In developing a maintenance program, the consultant shall consider requirements contained herein, other County, State or federally mandated legal requirements, and those requirements expected to be included in approval of a Tentative Map.

The maintenance program shall recommend appropriate tracking procedures and funding mechanisms to assess property owners for the costs of providing services, to provide adequate cash reserves as well as other guarantees for contingencies, and to contribute to a sinking fund to replace facilities when they reach their life expectancy. The draft maintenance program shall include a fiscal section clearly outlining all costs, revenues, and guarantees. The fiscal section shall include a burden analysis that estimates what each homeowner in the proposed project would be required to pay in dues, fees, or assessments for all services and maintenance and scheduled replacement of facilities. The analysis shall also indicate the minimum number of units required to pay for the needed services, and the ability of the project to meet that minimum on a phase-by-phase basis. The analysis shall answer the following questions:

- a. What is the project's ability to pay for necessary services in the early phases of development?
- b. Who will pay for the shortfall, if necessary?
- c. Who will pay should the developers be unable to fulfill their obligations prior to project completion or transfer to the appropriate maintenance body?

The maintenance program may provide for contracts with appropriate persons or entities to conduct and manage services as listed below. To the extent that a CSA, LLD, and/or MRD is used, the maintenance program shall define County responsibilities and lines of authority for persons or entities carrying out management and operational duties. The maintenance program shall be tailored to fit the specific organizational and management structure of the pertinent operating departments of Alameda County government. It shall provide for payment by the project of all costs incurred by the County in performing these functions and services, including a program of guarantees and advance deposits.

54. The following is a list of functions or facilities which must be considered in preparing and adopting a maintenance program. They are not in order of importance. Additional items may be added by the County or consultant.
 - a. Require that payment of dues, fees, and assessments shall be both a lien against the assessed land and a personal obligation of each property owner; and that assessments from a CSA, LLD, and/or MRD will be levied and

collected at the same time, and in the same manner as property taxes, and will be subject to the same fines, penalties, and forfeitures.

- b. Maintain public liability insurance indemnifying the County against liability for personal injury or property damage caused by or resulting from development or improper maintenance of the project.
- c. Provide indemnification as specified in Exhibit D-1 to assure that adjacent landowners involved in farming and ranching activities are held harmless and financially protected from the development's residents, guests or invitees.
- d. Provide for enforcement of all requirements and restrictions.
- e. Require that new or changed CC&R's applicable to any or all units or lots shall first be approved by the Planning Department to ensure conformity with these provisions, with those placed on Tentative Map approval, and with requirements of any other maintenance mechanism.
- f. Require that a perpetual easement for access to all commonly owned areas shall be granted to the appropriate maintenance entity to perform authorized functions.
- g. Provide that maintenance of common areas including streets; landscaped and natural open space areas; California tiger salamander habitat; landscape buffer and berm along the Foley property line; graded slopes, erosion control plantings, drainage, erosion and sedimentation control improvements; and emergency access roads be the responsibility of the developers during construction stages and for one year after acceptance of improvements by Alameda County. Thereafter, maintenance is to be the responsibility of the appropriate maintenance mechanism as determined by the Planning Director.
- h. Provide that all landscaping installed by the developers outside private lots shall be maintained by the developers until tract improvements are accepted by the County or after one year of installation, whichever is later. Thereafter, landscape maintenance shall be the responsibility of the appropriate maintenance mechanism as determined by the Planning Director. All landscaping installed by the developers on private lots is to be maintained by the developers until the lot is sold and occupied.
- i. Provide full funding for all costs over and above the average Countywide average expenditure from property tax assessments for police and fire protection services to the development, including specifications of the Alameda County Fire Patrol in its letter to the Planning Department dated February 8, 1990. Property tax assessments may fund up to the average Countywide expenditure for these services. Costs over and above the average

Countywide expenditure for these services shall be funded through special assessments.

- j. Maintain all project streets, street lighting, and parking areas, including emergency access roads.
- k. Maintain and operate the on-site wastewater treatment facility by a CSA, if Zone 7 does not assume the responsibility.
- l. Maintain permanent drainage, erosion control and water quality facilities for the life of the development.
- m. Inspect and maintain slopes and facilities prior to October 1 of each year; repair any mass soil movement or erosion in a timely manner.
- n. Maintain common landscaped areas, including the buffer and fence along the property line shared by the Foley Ranch.
- o. Maintain the riparian preserve areas and California tiger salamander habitat preserve, in accordance with plans on file with the Planning Department, for the life of the project.
- p. Perform street sweeping on a regular schedule, as approved by the Director of Public Works, to minimize trash, oil and grease, and other toxic urban runoff to watercourses.
- q. Define who will own all common areas, including project recreation area, and landscaped and natural open space.
- r. Require that common areas and private properties be maintained in good repair.
- s. Allow parking in designated locations only and post streets accordingly.
- t. Require that all residential garages are to have sufficient area for two parking spaces. Garages are not to be used for storage that encroaches upon the required parking spaces.
- u. Require that in residential areas, parking or storage of recreational vehicles or trailer-hauled boats to be subject to the regulations of the Alameda County Zoning Ordinances.
- v. Require that for all private lots, property owners are to install and maintain landscaping and any necessary engineering measures for slope stability to prevent and repair mass soil movement and erosion occurring on private

property. Provide authority and responsibility to enforce this provision by performing necessary work and assessing the property owner.

- w. Distribute the natural habitat preservation booklet described in Provision 15d to all new property owners within the project.
- x. Provide for internal design review authority for all construction and landscaping of private lots within the development, through formation of an Architecture/Landscape Review Board. Approval of this Board to be required for changes to building exteriors, including colors. Architectural design and site planning program (pursuant to Provision 9f) and the landscape program (pursuant to Provision 14g) should provide the basis for design decisions by this Board.
- y. Conform to the overall project fencing plan for private lots.
- z.* Provide property owners with information available from public agencies concerning alternatives to commuting by private automobile, including transit and carpooling services.
- aa. Grant, authorize, and empower the County to:
 - 1) Determine that a special assessment is necessary to repair the common area or any part thereof to the standard in the neighborhood and place a special assessment on the individual units for that purpose at the County's discretion. In furtherance of such grant, authority, or power, the County may place a lien on each unit in the project.
 - 2) Perform any work at County's discretion in the common area, or any part thereof, to bring common area in compliance with the ordinances of the County in effect at the time of commencement of project construction. County may perform any work in common area, or any part thereof, necessary to prevent common area from becoming in violation or further violation of any ordinance of the County.
 - 3) Enforce any of the CC&R's for the project at the County's discretion.

OCCUPANCY:

55. Prior to occupancy of any dwelling units in the project, a letter, or letters, shall be submitted by the Project Civil Engineer stating that the project, as built to date, is in compliance with the applicable provisions of this District.

NOTIFICATION TO PROPERTY OWNERS:

- 56.* Deeds for properties located within 1,000 feet of the state-designated "Regionally Significant Construction Aggregate Resource Sector" shall include notification to purchasers and lenders that the properties are located in proximity to the resource sector and that there is a remote possibility that at some time in the future, the resource could be mined. If this were the case, there could be attendant nuisances associated with the mining of sand and gravel, including dust, noise, and unattractive visual appearance. The precise wording of this notification shall be approved by the Planning Director prior to filing the Final Map.
- 57.* All property owners shall be notified that:
- a. certain nuisances associated with agricultural practices, both on-site and on adjacent properties, may affect project residents. Potential nuisances include, but are not limited to, noise, odors, dust, chemicals and other sprays, insects, and rodents;
 - b. legal agricultural activities will not be curtailed as the result of the introduction of residential uses into the area;
 - c. under the Alameda County Right-to-Farm Ordinance, residents of Alameda County, including adjacent landowners, have the right to farm and all those rights entail;
 - d. property owners, their invitees, guests, and agents assume the risk of living or working adjacent to landowners involved in agricultural practices and bear the duty to educate and inform themselves, invitees, guests, and agents of the dangers involved in trespassing on adjacent landowners' property; and
 - e. restrictions exist on keeping of certain types of animals on the properties.

Notification of the information discussed above shall be given by the developers, their assignees or transferees and the homeowners' association, its representatives, agents, or managers through the following means: deeds, CC&R's and leases; title reports; and posting of signs and/or notices and/or distribution of flyers informing property owners of specially scheduled occurrences which may be perceived as nuisances (e.g., periodic chemical spraying). Further, the Alameda County Right-to-Farm Ordinance in its entirety shall be attached to all deeds, leases, and CC&R's. Failure of notification (i.e., non-disclosure) will not affect the title nor recording of any document but may subject the seller or lessor or their respective agent to civil action by the purchaser or lessee for any damages incurred as a result of non-disclosure.

This notification shall also be provided to guests, members or invitees of the golf club by the golf club's owner, managing agent or representative through posting a notice in a conspicuous place in the clubhouse or other means.

MITIGATION FEES:

- 58.* Developers shall pay a mitigation fee to the County of Alameda to compensate for the loss of 300 acres of lands containing soils considered "good" or "very good" for viticulture, as identified by the U.S.D.A. Soil Conservation Service Soil Survey, and to compensate for the conversion of approximately 950 acres of open space to urban uses. Fees shall be computed at \$2.50 per square foot total floor area for dwelling units, commercial facilities (excluding the wineries noted in Provision 6b and the wastewater treatment plant, which shall not be subject to the mitigation fees), golf clubhouse and inn, to be paid prior to issuance of building permits. Minimum fee per dwelling unit shall be \$10,000. Fees shall be increased annually to account for inflation, based on the Consumer Price Index, beginning after two years from the date of project approval.

The County of Alameda shall collect fees and determine the use or uses for the funds which would preserve and/or promote active agriculture, with an emphasis on viticulture, or preserve open space in the South Livermore Valley. If determined appropriate by the County of Alameda, fees could be directed to an agricultural land trust formed to carry out these objectives. Fees could provide a source of funds for the County to purchase fee title or development rights on active agricultural or open space parcels within the South Livermore Valley and the viticultural areas of Sunol and Palomares Canyon. In using mitigation fees to preserve and promote agriculture, the County may also apply funds toward reducing the growth-inducing potential of this project by purchasing land in fee title or through acquisition of open space easements on properties which may have enhanced development potential as a result of the approval of urban development on the Ruby Hill site.

Notwithstanding the fact that fees imposed under this Provision are due at the time of building permit issuance, the developer shall make available \$100,000 of the fees payable under this Provision in advance of their otherwise applicable due date in order to assist in funding the County's preparation and environmental analysis of the South Livermore Valley Area Plan and General Plan Amendment. Said amount shall be payable in four installments of \$25,000 each, due upon request by the Planning Department with not less than 10 days notice, when needed for funding of the study and/or environmental analysis. The developer shall receive a credit for all such funds advanced against mitigation fees imposed by this Provision. The developer shall be entitled to take those credits against the fees due first in time and shall not be obligated to pay additional fees in order to obtain building permits until those credits are exhausted.

- 59.* Developers shall pay the school impact fees required by law. Further, the developers shall cooperate with the Pleasanton Unified School District (PUSD) in establishing an areawide Mello-Roos District or similar district to include all new development which would benefit from new or additions to school facilities within the PUSD. Through this special district, the developers of this and other projects would pay for construction and improvements based on the percentage of their impacts on the

PUSD. Developers shall also participate with the PUSD to identify suitable school sites on- or off-site.

- 60.* At the time of issuance of a building permit for any use in the project, developers shall pay a traffic mitigation fee in accordance with the Alameda County Cumulative Traffic Impact Mitigation Fee Ordinance (Ordinance No. 88-77), as amended or superseded. In no event shall the mitigation fee for this project be eliminated or reduced below that required in Ordinance No. 88-77 should that ordinance be repealed.
61. At the time of issuance of a building permit for each dwelling unit, the developers shall pay a \$1,600 fee (1990 dollars) to the County of Alameda to provide local affordable rental or for-sale housing. This fee shall increase 5% per year. All fees paid shall be earmarked exclusively for provision of housing through construction, rent or financing subsidies, or other methods, and except for direct administrative costs shall not be used for salaries or other overhead expenses, nor shall they be used to free monies for salaries or other overhead expenses which otherwise would have been used for provision of housing. The Board of Supervisors shall approve the program for use of this fund. "Affordable rental housing" is defined as housing that is priced such that it is affordable to very low income households (e.g. households with income equal to or less than fifty percent (50%) of the County median income, adjusted for family size) and rented only to persons who fall within this definition. Affordable rent (including utilities) shall not exceed thirty percent (30%) of the household's gross income. "Affordable for-sale housing" is defined as housing that is priced such that it is affordable to low income households (e.g. households with income equal to or less than eighty (80%) of the County median income, adjusted for family size) and sold only to persons who fall within this definition. Affordable sales prices shall be such that the monthly payments, including property taxes, do not exceed thirty percent (30%) of the household's gross income. Affordable for-sale housing shall include restrictions to ensure that resale of the house is at such a price and to such persons as defined above. Affordable rental and for-sale housing shall be available to the following priority list: a) current residents of the unincorporated portions of the Livermore - Amador Valley Planning Area; b) current residents of cities located in the Livermore - Amador Valley Planning Area; c) other current Alameda County residents. Developers may submit for approval by the County a proposal for use of the affordable housing funds in a project that meets the criteria of this section.

AGRICULTURAL PROVISIONS

- 62.* The initial 300 acres designated in Exhibit "C" for viticulture on-site shall be dedicated to viticultural use in Phase I of the project. The 280 acres to be planted in wine grapes shall be planted in wine grapes prior to filing the Final Map for Phase I of the project or guarantees shall be made that such planting will occur within 24 months of filing the Final Map. Renovation of the two wineries to be restored may occur in conjunction with construction of Phase I. Any additional acreage required

to be dedicated to viticulture, and planted in wine grapes, shall be planted in wine grapes prior to filing the Final Map containing the 400th residential lot in the project. Developers shall submit evidence to the Planning Director prior to filing each Final Map that a long-term agreement for operation and maintenance of the vineyards to be planted in connection with the filing of that Final Map has been signed.

- 63.* As shown on Exhibit "B," developers shall record agricultural-open space easements on lands dedicated to viticulture, golf course, and salamander habitat. Easements recorded against any off-site acreage dedicated to viticulture pursuant to provision 6(b) shall not preclude the development of vineyard estates (residential use) on such property if otherwise permitted by the General Plan. Such units shall not be included in calculating the number of dwelling units in the project.
- 64.* As required under the program outlined in Provision 9e, physical and spatial barriers shall be incorporated into the development plan as shown on Exhibit "C" to separate areas of intensive human activity from areas where agriculture will take place. An easement or deed restriction shall be recorded on portions of private lots within buffer zones. The easement or deed restriction shall preclude any substantive structures within this setback.
- 65.* A buffer shall be included between the Ruby Hill development and the Foley Ranch to the west of the project. The buffer is intended to a) minimize potential for noise, dust, and odor associated with the cattle ranching and farming operation from affecting Ruby Hill residents and guests; b) prevent activity within the Ruby Hill development from disturbing or interfering with the daily functioning of the cattle ranching operation; and c) minimize the potential for trespass onto the Foley property. The buffer shall include the following components:
- a. Expanded Vineyard: Additional vineyard area, as shown on Exhibit "B" "Expanded Vineyard," shall be planted with vines to separate the Foleys' holding pens from residential development. The Expanded Vineyard area is intended to minimize the effects on residential development from any interference and conflict with the operation of the holding pens operated by the Foleys.
 - b. Buffer Width: A landscaped buffer (shown on Exhibit "B"), no less than 100 feet and 50 feet wide, as indicated below, shall be included along the property line between the Foley property and the edge of a roadway or any private property line within the Ruby Hill project. The 100 foot buffer shall extend from the Expanded Vineyard along the entire corridor used by the Foleys for moving cattle, as shown on Exhibit "B." The 50 foot wide buffer shall extend approximately 1,600 feet beyond the terminus of the 100 foot buffer, as shown on Exhibit "B."

- c. Berm: The 100 foot wide buffer shall contain a berm with a preferred slope ratio of approximately 3 to 1 (horizontal to vertical). The berm is intended to create elevational differences between the Foley property and the project so as to minimize views of the cattle moving and holding areas. Based on precise grading and development design, field conditions, and the objectives of this provision, the Planning Director may modify the berm design and location anytime during the development process. The respective property owners shall be notified prior to any modification, and the decision of the Planning Director may be appealed to the Board of Supervisors.
 - d. Landscaping: The buffer shall be attractively and fully landscaped with native trees and shrubbery, as approved by the Planning Director. Trees shall grow to a height of at least 15 feet above the berm for visual screening as well as to minimize dust, noise and odors from crossing the buffer. Existing olive trees shall be preserved and incorporated into the landscaping of the buffer, as feasible.
 - e. Signs: The buffer shall be posted with "no trespassing" signs at frequent intervals to effectively alert residents of the project that the buffer and the berm are not to be used for recreational or other purposes.
 - f. Fence: Developers shall construct a fence at least 7 feet high along the entire property line between the Foley property and the project. Design shall be approved by the Planning Director.
 - g. Timing/Maintenance: The buffer, berm, signs, fence, and all landscaping shall be constructed by the developers during the first phase of project development and shall be maintained by the appropriate maintenance body, as determined under Provision 52, for the life of the project.
66. If property accrues to either the developer or the County of Alameda as a result of the realignment of State Route 84, the resulting additional acreage shall be dedicated to viticulture, planted in wine grapes, and protected from future development through recordation of agricultural-open space easements (pursuant to Provision 63).
- 67.* Developers shall pay the entire cost of design, right-of-way acquisition, relocation and installation of utilities, and construction of the following improvements:
- a. Traffic signals at the intersections of Vineyard Avenue/Ruby Hill (north entrance), Vallecitos Road/Ruby Hill (south entrance), and Vineyard Avenue/Vallecitos Road.
 - b. Widening and road improvements, including but not limited to, grading, paving, drainage, striping, channelization, signing, lighting, utility installation and relocation, bicycle lanes, and transit stop and shelter along the site's frontages on Vineyard Avenue and Vallecitos Road, and along frontages of

properties adjacent to or near the site. In addition, developers shall contribute a proportionate share of the cost of realignment of the sharp curves along Vineyard Avenue between the site and the City of Pleasanton. Specific improvements shall be determined by the Planning Director at the time of Tentative Map approval, based on consultation with the Director of Public Works, Caltrans, and the Cities of Pleasanton and Livermore.

- c. Eastbound right-turn lane and westbound left-turn lane on Vineyard Avenue at the project entrance.
 - d. Southbound right-turn lane and northbound left-turn lane on Vallecitos Road at project entrance.
 - e. Southbound right-turn lane on First Street at Vineyard Avenue, or westbound right-turn lane on Vineyard Avenue.
 - f. Second westbound left-turn lane on Stanley Boulevard at the SR 84 southbound ramps.
 - g. Two northbound through-lanes on Vallecitos Road 200 to 300 feet in advance of the Vineyard/Vallecitos intersection if funds to construct State Route 84 beyond a two-lane road between Las Positas Avenue and Concannon Boulevard are not committed by January 1, 1993. (Since this improvement is required to accommodate traffic in addition to that generated by Ruby Hill, the developers should receive reimbursement for the costs of the improvement from other developments as they occur.)
68. Developers shall contribute to the cost of future intersection improvements needed to mitigate cumulative traffic impacts in direct proportion to the percentage share of traffic contribution where that contribution exceeds 5 percent of the capacity of the intersection. Specific amounts and timing of payment shall be determined prior to filing of the Final Map.
69. Installation of on- and off-site traffic improvements and mitigation shall be phased in a manner consistent with phasing of the project and off-site transportation needs. A detailed project and mitigation phasing program, including evaluation and recommendation by an independent traffic engineer shall be approved by the Planning Director as a part of Exhibit "C," after consultation with the Director of Public Works, Caltrans, and the Cities of Pleasanton and Livermore. The program shall recognize that certain off-site traffic improvements which are the responsibility of other agencies may affect phasing and shall include contingency plans should these other improvements not be completed.
70. Precise design of on- and off-site traffic improvements and mitigation by phase, evaluation of an independent traffic engineer, preparation of necessary environmental

documents, filing of appropriate guarantees and issuance of necessary permits from the County or State shall be required prior to filing of each Final Map.

WASTEWATER TREATMENT FACILITY

- 71.* The wastewater treatment facility shall comply with discharge requirements established by the RWQCB. The design of the plant shall meet or exceed requirements of RWQCB, Zone 7, California Department of Health, Alameda County Health Care Services Agency, and any other responsible agencies as may be required by statutory responsibilities for each agency.
- 72.* The wastewater treatment facility shall be operational prior to initial occupancy.
- 73.* The wastewater treatment facility shall be operated by Zone 7 or an independent qualified operator, under the governance of the County Board of Supervisors. Costs to construct, operate, and maintain the facility shall be borne exclusively by the developers and the residents through an assessment on each property served by the facility. The assessment shall include a contingency fund in an amount to be approved by the RWQCB and either the County Service Area or Zone 7 (depending upon which public agency assumes responsibility for operation and maintenance for the facility). The assessment shall also include a sinking fund sufficient to replace the plant at the end of its useful life.
- 74.* Any property owners' association within the project shall indemnify and hold harmless the County from any claims arising in connection with the operation of the wastewater treatment facility.
- 75.* A water quality testing and monitoring program shall be approved by RWQCB prior to issuance of any permits to construct the facility.
- 76.* Under no circumstances may treated or untreated wastewater be discharged into the Arroyo del Valle, unless a permit is received from the RWQCB authorizing discharge.
- 77. The design of the plant shall include odor-scrubbing mechanisms. A program to monitor odors emanating from the plant which can be detected on- or off-site shall be approved by the Planning Director prior to issuance of any permits to construct the facility. Odor measurements shall be continuously maintained by the plant operator and available to the Planning Director or designee. If odors are found to be adverse, additional odor control measures shall be imposed by the Planning Director to reduce odors.
- 78.* The plant shall be designed to appear similar in size, scale and architectural treatment to a house in the development. Landscaping shall be used to screen the facility as necessary from on-site and off-site viewpoints. Pond areas shall be protected to prevent trespassing.

EXHIBIT "D-1"

PROVISIONS OF RECLASSIFICATION 1837TH ZONING UNIT RUBY HILL

CONDITIONS OF APPROVAL WITH RESPECT TO LIABILITIES

To assure that adjacent landowners involved in farming and ranching activities are held harmless and financially protected from the development's residents, guests or invitees, the Developer and its assignees or transferees shall provide the following in deeds, leases, covenants, conditions and restrictions.

1. Hold harmless: The Property Owner, including the Developer, Homeowner, homeowners' association and their assignees, transferees and heirs (herein "Homeowners") shall hold adjacent landowners and their assignees, transferees and heirs (herein "Landowners") harmless from any and all claims for their legal farming and legal ranching practices (herein "agricultural practices") so long as such claims are asserted by Homeowners.
2. Indemnity: Homeowners shall be solely responsible for and shall indemnify, protect, defend and hold harmless adjacent Landowners and their agents, employees and representatives (collectively hereinafter referred to as the "Indemnitees") from and against the following:
 - (a) any and all costs, claims or liabilities arising from indemnitees' use of Landowners Property; Homeowners' trespass onto Landowners Property; the lawful conduct of Indemnitees' agricultural practices of business; anything else done or permitted by Indemnitees to be done in or about Landowners Property; or any other acts or omissions of Indemnitees. Homeowners shall also indemnify Indemnitees against and hold Indemnitees harmless from any and all costs, expenses, demands and liability incurred by Indemnitees if Indemnitees become or are made a party to any claim or action: (i) instructed by any third party against Indemnitees so long as such claims are asserted by Homeowners, (ii) otherwise arising out of or resulting from any act or transaction of Homeowners; or (iii) necessary to protect Indemnitees interest under this indemnification in a bankruptcy proceeding, or other proceeding under Title 11 of the United States Code, as amended; which bankruptcy, and proceeding affect an indemnitor.
 - (b) any and all claims, costs, penalties, fines, losses, liabilities, attorneys' fees, damages, injuries, causes of action, judgments, and expenses which arise during or after the term of the Homeowners' ownership or residence as a result to Indemnitees receiving, handling, using, storage, accumulation,

- 79.* Site preparation and construction of the wastewater treatment facility may begin prior to filing of a Final Map. Developers shall post a bond guaranteeing the costs to remove the facility and restore the site to its pre-construction state, in the event that the project is not constructed.
- 80.* Treatment level of the wastewater shall be of satisfactory quality to permit use of the wastewater for irrigation purposes.
- 81.* Design capacity, excluding the multiple redundant units, shall be limited to the number of dwelling units and other facilities finally approved in the development. In no event shall the plant be designed to accommodate more than 850 dwelling units along with the other uses.

transportation, generation, spillage, migration, discharge, release or disposal of chemicals, sprays, machinery or animals in, upon or about the Landowners' property or by their agents, employees, contractors, licensees or invites. This indemnification of the Indemnitees by Homeowners includes, without limitation, any and all costs incurred in connection with any legally required investigation of conditions and any cleanup, remediation, removal or restoration work required by any federal, state or local governmental agency or political subdivision because of the above agricultural practices in or on the soil, subsoils, groundwater or elsewhere in, on, under or about the Landowners' property or Homeowners' property as a result of the agricultural practices by Homeowners during the term of this development. This indemnity is not intended to modify the County of Alameda's Right to Farm Ordinance.

- (c) This indemnification by Homeowners under this section shall survive the term of this development. While this indemnification shall not include payment of judgements for intentional tortious acts by Indemnitees, Homeowners shall have the duty to defend any claim coming within this section even if a claim of an intentional tortious act by Indemnitees is coupled with a claim subject to indemnity under this Agreement.
3. Attorney Fees and Defense: Homeowners shall defend Landowners against any such claim or action as described above at Homeowners' expense, with counsel reasonable acceptable to Landowners, which consent to counsel shall not be unreasonable withheld; or, Homeowners shall reimburse Landowners for any legal fees or costs incurred by Landowners in any such claim or action which shall be due and payable within thirty (30) days of Landowners' written demand.
4. Liability Insurance: During the term of the development, Homeowners shall maintain a policy of comprehensive liability insurance, including coverage of contractual liability, at Homeowners' expense, naming Landowners, their officers, directors, employees, agents, assignees, transferees, and heirs as insured parties against any and all liability arising out of their ownership, use, occupancy or maintenance of Landowners' property. The initial amount of such insurance shall be at least Five Million Dollars (\$5,000,000.), comprised of a One Million Dollar (\$1,000,000.) primary policy and a Four Million Dollar (\$4,000,000.) umbrella policy and shall be subject to periodic increase, in One Million Dollar (\$1,000,000.) increments, based on the increase in the Consumer Price Index for All Urban Consumers for the San Francisco-San Jose Area, 1982-1984 = 100 issued by the United States Department of Labor, Bureau of Labor Statistics (CPI). At such time as the increase in the CPI over the first policy year would require an increase of Five Hundred Thousand Dollars (\$500,000.), the amount of coverage shall be increased by One Million Dollars (\$1,000,000.). However, the amount of such insurance shall not limit Homeowners' liability or relieve Homeowners of any obligation under these provisions. The policy shall contain cross-liability endorsements, if applicable, and shall insure Homeowners' performance of the indemnity provisions of the above

sections. Homeowners may, at Homeowners' expense, maintain such other liability insurance as Homeowners deem necessary to protect Homeowners.

5. Payment of Premiums; Evidence and Cancellation of Insurance Policies: Homeowners shall pay all premiums for the insurance policies as described in this section (n.) within fifteen (15) days after receipt by Homeowners of a copy of the premium statement or other evidence of the amount due. Homeowners shall provide Landowners with proof of insurance for each policy period. The insurance policy shall provide the Landowners shall receive at least thirty (30) days notice prior to cancellation of coverage and Homeowners shall not cancel the Policy without providing Landowners written notice within a minimum of thirty (30) days prior to any cancellation. All insurance shall be maintained with companies holding a "General Policyholder's Rating" of a VI or better, as set forth in the current issue of "Best's Insurance Guide".
6. Waiver of Subrogation: Landowners and Homeowners each hereby waive any and all rights of recovery against the other, or against the officers, employees, agents or representatives of the other, for loss of or damage to their property or the property of others under their control if such loss or damage is covered by the insurance policy in force at the time of such loss or damage. Upon obtaining the policies of insurance described herein, Landowners and Homeowners shall give notice to the insurance carrier or carriers of the foregoing mutual waiver of subrogation under these conditions.

BOND NO.: K05001547

PREMIUM: \$12,980.00

PERFORMANCE BOND

WHEREAS, THE CITY COUNCIL OF THE CITY OF PLEASANTON, State of California, and Wente Bros. Inc. [hereinafter designated as "principal"] have entered into an agreement whereby principal agrees to the Provisions of Reclassification of Ruby Hill - 1837th Zoning Unit dated June 6, 1991, as setforth in the Agricultural Provision Subsection 62 as amended for final vineyard planting of 95 acres for Ruby Hill Subdivision.

WHEREAS, Said principal is required under the terms of said agreement to furnish a bond for the faithful performance of said agreement.

NOW, THEREFORE, we, the Principal and Insurance Company of North America as surety, are held and firmly bound unto the City of Pleasanton [hereinafter called "City"], in the penal sum of Six Hundred Sixty Five Thousand Three Hundred Thirty Eight dollars [\$665,338.00] lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, successors, executors and administrators, jointly and severally, firmly by these presents.

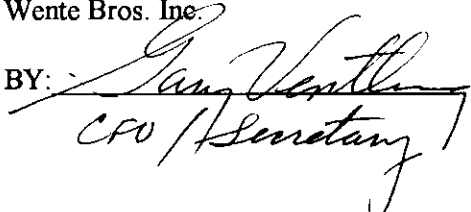
The condition of this obligation is such that if the above bounded principal, his or its heirs, executors, administrators, successors, or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and provisions in the said agreement and any alteration thereof made as therein provided, on his or their part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and save harmless the CITY of Pleasanton, its officers, agents and employees, as therein stipulated, then this obligation shall become null and void: otherwise it shall be and remain in full force and effect.

As a part of the obligation secured hereby and in addition to the face amount specified therefore, there shall be included costs and reasonable expenses and fees, including reasonable attorney's fees, incurred by City in successfully enforcing such obligation, all to be taxed as costs and included in any judgment rendered.

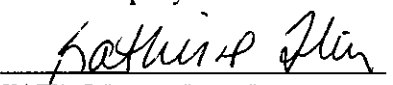
The surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the agreement or to the work to be performed thereunder or the specifications accompanying the same shall in anywise affect its obligations on this bond, and it does hereby waiver notice of any such change, extension of time, alteration or addition to the terms of the agreement or to the work or to the specifications.

IN WITNESS WHEREOF, this instrument has been duly executed by the principal and surety above named, on October 3, 1996.

Wente Bros. Inc.

BY: 
 CFO / Secretary

Insurance Company of North America

BY: 
 KATHERINE TIBERI, Attorney-in-fact



Know all men by these presents: That INSURANCE COMPANY OF NORTH AMERICA, a corporation of the Commonwealth of Pennsylvania, having its principal office in the City of Philadelphia, Pennsylvania, pursuant to the following Resolution, adopted by the Board of Directors of the said Company on December 5, 1983, to wit:

"RESOLVED, That pursuant to Articles 3.18 and 5.1 of the By-Laws, the following Rules shall govern the execution for the Company of bonds, undertakings, recognizances, contracts and other writings in the nature thereof:

- (1) That the President, any Senior Vice President, any Vice President, and Assistant Vice President, or any Attorney-in-Fact, may execute for and on behalf of the Company any and all bonds, undertakings, recognizances, contracts and other writings in the nature thereof, the same to be attested when necessary by the Corporate Secretary, or any Assistant Corporate Secretary, and the seal of the Company affixed thereto; and that the President, any Senior Vice President, any Vice President or any Assistant Vice President may appoint and authorize any other Officer (elected or appointed) of the Company, and Attorneys-in-Fact to so execute or attest to the execution of all such writings on behalf of the Company and to affix the seal of the Company thereto.
- (2) Any such writing executed in accordance with these Rules shall be as binding upon the Company in any case as though signed by the President and attested to by the Corporate Secretary.
- (3) The signature of the President, or a Senior Vice President, or a Vice President, or an Assistant Vice President and the seal of the Company may be affixed by facsimile on any power of attorney granted pursuant to this Resolution, and the signature of a certifying Officer and the seal of the Company may be affixed by facsimile to any certificate of any such power, and any such power or certificate bearing such facsimile signature and seal shall be valid and binding on the Company.
- (4) Such other Officers of the Company, and Attorneys-in-Fact shall have authority to certify or verify copies of this Resolution, the By-Laws of the Company, and any affidavit or record of the Company necessary to the discharge of their duties.
- (5) The passage of this Resolution does not revoke any earlier authority granted by Resolutions of the Board of Directors adopted on June 9, 1953, May 28, 1975 and March 23, 1977."

does hereby nominate, constitute and appoint STEVE PASSERINE, KATHERINE TIBERI, KATHLEEN EARLE, LAURA L. PLAISANT, all of the City of San Francisco, State of CALIFORNIA-----

, each individually if there be more than one named, its true and lawful attorney-in-fact, to make, execute, seal and deliver on its behalf, and as its act and deed any and all bonds, undertakings, recognizances, contracts and other writings in the nature thereof in penalties not exceeding Twenty Million DOLLARS (\$20,000,000) each, and the execution of such writings in pursuance of these presents shall be as binding upon said Company, as fully and amply as if they had been duly executed and acknowledged by the regularly elected officers of the Company at its principal office.

IN WITNESS WHEREOF, the said William Jungreis, Vice-President, has hereunto subscribed his name and affixed the corporate seal of the said INSURANCE COMPANY OF NORTH AMERICA this 5th day of June 1996



INSURANCE COMPANY OF NORTH AMERICA

William Jungreis

William Jungreis

Vice President

COMMONWEALTH OF PENNSYLVANIA
COUNTY OF PHILADELPHIA

ss.

On this 5th day of June, A.D. 1996, before me, a Notary Public of the Commonwealth of Pennsylvania in and for the County of Philadelphia came William Jungreis, Vice-President of the INSURANCE COMPANY OF NORTH AMERICA to me personally known to be the individual and officer who executed the preceding instrument, and he acknowledged that he executed the same, and that the seal affixed to the preceding instrument is the corporate seal of said Company; that the said corporate seal and his signature were duly affixed by the authority and direction of the said corporation, and that Resolution, adopted by the Board of Directors of said Company, referred to in the preceding instrument, is now in force.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at the City of Philadelphia the day and year first above written.



NOTARIAL SEAL
MARY E. COLLINS, Notary Public
City of Philadelphia, Phila. County
My Commission Expires June 22, 1998

Mary E. Collins

Notary Public

I, the undersigned, Secretary of INSURANCE COMPANY OF NORTH AMERICA, do hereby certify that the original POWER OF ATTORNEY, of which the foregoing is a substantially, true and correct copy, is in full force and effect.

In witness whereof, I have hereunto subscribed my name as Secretary, and affixed the corporate seal of the Corporation, this 3rd day of October 19 96.



Debra H. Paziora

Debra H. Paziora

Secretary

THIS POWER OF ATTORNEY MAY NOT BE USED TO EXECUTE ANY BOND WITH AN INCEPTION DATE AFTER June 5, 1998.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of San Francisco

On 1998 before me,

DATE

LAURA L. PLAISANT
NAME, TITLE OF OFFICER - E.G., "JANE DOE, NOTARY PUBLIC"

personally appeared KATHERINE TIBERI

NAME(S) OF SIGNER(S)

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



WITNESS my hand and official seal.

[Signature]
SIGNATURE OF NOTARY

OPTIONAL

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

CAPACITY CLAIMED BY SIGNER

- ☐ INDIVIDUAL
☐ CORPORATE OFFICER

TITLE(S)

- ☐ PARTNER(S) ☐ LIMITED
☐ GENERAL
☒ ATTORNEY-IN-FACT
☐ TRUSTEE(S)
☐ GUARDIAN/CONSERVATOR
☐ OTHER: _____

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

THE SURETY COMPANY

DESCRIPTION OF ATTACHED DOCUMENT

TITLE OR TYPE OF DOCUMENT

NUMBER OF PAGES

DATE OF DOCUMENT

SIGNER(S) OTHER THAN NAMED ABOVE

**AMENDED
PRE-ANNEXATION AGREEMENT**

This Amended Pre-Annexation Agreement (the "Agreement") is entered into this 17th day of November, 1992, by and between the CITY OF PLEASANTON, (the "City"), a California municipal corporation, and RUBY HILL DEVELOPMENT JOINT VENTURE ("Developer"), a California general partnership between Signature Properties I, a California Limited Partnership and Nicklaus/Sierra Development Corporation of Northern California, a California corporation.

RECITALS

A. Whereas, Developer is the owner of or has the contractual right to acquire or control certain parcels of real property (collectively the "Property") located in the County of Alameda and more particularly as described on Exhibit "A" hereto.

B. Whereas, Developer proposes to develop on the Property a master planned rural development for residential, recreational and agricultural purposes ("Ruby Hill Project") and has applied to the County of Alameda (the "County") for certain legislative and land use approvals that are within the County's jurisdiction to issue.

C. Whereas, Ruby Hill Project land use approvals requested from the County include an amendment to the County's general plan, and zoning amendment and certification of an environmental impact report (the "EIR") for development of the Ruby Hill Project. The EIR was certified by the County Board of Supervisors on March 26, 1991 and June 6, 1991.

D. Whereas, on June 6, 1991, the Board of Supervisors by Ordinance No. 0-91-18 approved a rezoning of a portion of the Property from agricultural to Planned Development, 1837th Planning Unit for development of the Ruby Hill Project (the "Rezoning"). Various exhibits to that ordinance reflect the uses permitted on such portion of the Property, the density and intensity of use, maximum height and sizes of buildings, other developmental standards therefor, and the various conditions of approval incorporated into the ordinance. Subsequent to the approvals on June 6, 1991, the County at various times has granted additional approvals to and revisions of the Ruby Hill Project. All action by the County in furtherance of the Ruby Hill Project occurring before the date of this Agreement shall be referred to herein as the "Zoning Conditions."

E. Whereas, on July 15, 1991, the City of Livermore filed a Petition for Writ of Mandate, Alameda County Superior Court Action No. 683426-1, challenging on numerous grounds the actions taken by the Alameda County Board of Supervisors as herein described. Thereafter, pursuant to California law, representatives of the City of Livermore, County of Alameda and Developer met in order to resolve the pending litigation.

F. Whereas, the County Board of Supervisors, with the input of the City Councils of the Cities of Livermore and Pleasanton, has developed a concept for the South Livermore Plan which will result in the ultimate adoption of a South Livermore Valley Area Plan ("SLVAP") for an area containing the Property.

G. Whereas, a portion of the Property is currently within the City's adopted sphere of influence and the balance of the Property is not currently within the sphere of influence of any city. As provided herein, the parties intend to have a portion of the Property (hereinafter "Portion") annexed into the City, thereby giving City land use control over that portion of the Property. The portion of the Property which is to be annexed to the City is more particularly described on Exhibit "B" attached hereto. The remainder of the Property (referred to as "Remainder Parcel") is intended to be annexed to the City of Livermore and is subject to separate preannexation agreements entered into between Developer, the current owners of the properties comprising the Remainder Parcel and the City of Livermore. The Remainder Parcel is more fully described in Exhibit "C" attached hereto. In addition, the City of Livermore intends to annex other parcels of the real property presently owned by RMC Lonestar (hereinafter "Lonestar") and Catherine McKeon Topham and Eileen McKeon Michael (hereinafter collectively "Topham"). Said properties are more fully described on Exhibit "D" attached hereto. It is intended that the properties described on Exhibit "D" shall be the subject of separate preannexation agreements.

H. Whereas, the City of Livermore and Developer, in conjunction with the City of Pleasanton, desire to end the presently pending litigation and believe that the provisions of this Amended Preannexation Agreement will foster the South Livermore Valley area to grow at a reasonable rate with appropriate environmental controls while at the same time promoting viticulture/agriculture in the area.

I. Whereas, annexation of the Portion to the City of Pleasanton in accordance with the terms of this Agreement will result in rational comprehensive planning and foster predictability, certainty, economy and efficiency in future development planning. Through the execution of appropriate conservation easements, the Remainder Parcel will be protected permanently for agricultural and conservation uses together with compatible residential and commercial development.

J. Whereas, annexation of the Portion to the City of Pleasanton and annexation of the Remainder Parcel and the Lonestar and Topham parcels to the City of Livermore will establish a permanent and definable border and open space buffer between the two cities.

K. Whereas, it is the intention of the Developer and the City that any applications for annexation initiated by the City in regards to the Portion shall be initiated concurrently with all applications for annexation initiated by the City of Livermore for annexation into the City of Livermore of the Remainder Parcel and the Topham and Lonestar parcels.

L. Whereas, there is public benefit to be derived from development of the Property in accordance with (1) the Rezoning, including the Zoning Conditions; (2) the goals, policies and standards of the Revised Preferred Alternative for the South Livermore Valley Area Plan, dated February 6, 1992; and (3) the terms and conditions hereinafter set forth in this Agreement.

M. Whereas, additional public benefit will be derived from the City's regulation of future land uses and public infrastructure improvements upon the City's annexation of territory (the "Territory") contiguous to the City, as further described on Exhibit "E" hereto.

N. Whereas, by this Agreement, the City is not intending to alter, nor does it alter, the existing land uses of the Territory. Rather, the ultimate land uses of the Territory, other than the Property, will be determined as a result of further study by the City. City proposes to undertake no action or substantive land use regulatory change affecting the Territory without prior compliance with applicable requirements of the California Environmental Quality Act ("CEQA"). The land uses for the Property, as set forth herein, have been the subject of an Environmental Impact Report, certified by the County of Alameda. The public utilities and infrastructure improvements contemplated in this Agreement, in particular the water and sewage treatment facilities, will be designed and will be funded hereunder at capacities sufficient to serve only the Ruby Hill Project, and not the remaining portions of the Territory.

O. Whereas, annexation of the Territory to the City in accordance with the terms of this Agreement will (1) result in rational comprehensive planning and implementation of the Ruby Hill Project; (2) foster predictability, certainty, economy and efficiency in future development planning; and (3) secure development of enhanced public facilities and improvements.

P. Whereas, certain of the purposes of this Agreement are to secure private-sector funding for future City sponsored planning efforts affecting the Territory, and to set forth the City's and Developer's respective responsibilities in pursuing future annexation of the Portion, and not to determine or constrain in any way City's discretion to regulate future land uses within the Territory.

Q. Whereas, on September 17, 1991, City and Developer entered into a Preannexation Agreement. That Preannexation Agreement is hereby rescinded and replaced by this Agreement.

NOW, THEREFORE, in consideration of the foregoing, the parties hereby agree as follows:

1. **Application for Annexation.**

A. Developer and City hereby agree that in order to provide for rational long-term land use and planning and to establish a permanent and definable border and open space

buffer between the City and the City of Livermore, the Portion should be annexed to the City and the Remainder Portion should be annexed to the City of Livermore. City shall initiate through the Alameda County Local Agency Formation Commission ("LAFCO") appropriate applications for annexation of the Portion into the City. The City shall take all steps necessary and use its best efforts to diligently and promptly complete the annexation proceedings; Developer shall cooperate with the City in seeking and processing the annexation through LAFCO. Developer shall pay all usual annexation and related fees applicable to the Portion required by LAFCO in order to process the annexation proceedings. To the extent necessary, the City shall timely undertake all steps necessary to obtain approval from LAFCO for inclusion of the Portion within the City's sphere of influence so as to permit annexation of the Portion to occur in an orderly manner pursuant to applicable law.

B. If LAFCO or any other agency having jurisdiction seeks to impose any condition to its approval of the City's annexation application, which condition(s) materially affect the Portion in a manner requiring substantial modifications to the Ruby Hill Project defined herein and unacceptable to Developer in Developer's sole discretion, Developer may request City to withdraw its application and terminate annexation proceedings as to the Portion; provided, however, that the City, in its sole discretion, shall determine whether to withdraw its application. In the event City elects to withdraw its application and terminate annexation proceedings as to the Portion, the Developer's obligation to pay annexation fees as required herein shall terminate.

C. City shall cooperate with Developer and the City of Livermore in seeking to have any application for annexation initiated by the City of Livermore through LAFCO in regard to the Remainder Parcel, the Lonestar parcel and the Topham parcel (hereinafter collectively "City of Livermore Annexation Applications") be initiated concurrent with City's application for annexation. The City and Developer agree to take all necessary steps within their power to ensure that the City of Livermore Annexation Applications and the annexation application of the City of Pleasanton are analyzed, reviewed, and acted upon by LAFCO concurrently as coordinated applications. The City and Developer agree to take all necessary steps within their power to obtain approval from LAFCO of both the City of Livermore Annexation Applications and the City of Pleasanton's annexation applications. The City agrees to support approval of the City of Livermore Annexation Applications.

2. Development Conditions.

A. Developer shall be entitled to develop the Portion in accordance with the terms of the Rezoning, subject to the Zoning Conditions and Site Plan approved by the County, attached hereto as Exhibit "F," and subject to the terms of other County development approvals and development agreement issued or enacted by County pursuant to County jurisdiction.

B. As required pursuant to the Zoning Conditions, Developer shall pay fees to the land trust required to be formed pursuant to the South Livermore Valley Area Plan as it

hereafter may be adopted and shall otherwise develop the Property in a manner consistent with such plan.

3. **Street Improvements.**

A. In the event that the following street improvements are constructed, Developer shall pay its pro rata share, as such share is determined by the City Engineer.

(i) The realignment of and improvements to Vineyard Avenue from the existing City limits to the Boundary of the Property;

(ii) Any improvements needed at the intersection of Highway 84 and Vineyard Avenue and the intersection of Isabel Avenue and Vineyard Avenue; and

(iii) Any intersection improvements at (a) Bernal Avenue and Vineyard Avenue; (b) Valley Avenue and Stanley Boulevard; and (c) Isabel Avenue and Stanley Boulevard.

B. If necessary to accelerate the time table for construction of (1) the realigned Vineyard Avenue in the "S" curve segment, or (2) intersection improvements at Bernal and Vineyard Avenue, Developer shall advance funds for such construction. Developer may enter into a reimbursement agreement with City or request the City to create a benefit district to provide Developer with repayment of any costs in excess of Developer's pro rata share from owners of other properties benefitted by such construction.

C. The Developer's responsibilities for the roadway improvements within the City of Livermore relating to the Ruby Hill Project are set forth in paragraph 6 of the Settlement Agreement between the City of Livermore, County of Alameda and Developer concerning settlement of Alameda County Superior Court Action No. 683426-1 ("Settlement Agreement"). The improvements contemplated under this Agreement shall not in any way be paid for through the use of funds allocated in the Settlement Agreement.

4. **Water Service.**

A. Developer shall construct the Ruby Hill Project water system to City standards.

B. If City water is available at the Vineyard Avenue frontage of the Portion at such time as Developer requires water service to the Project, the City shall provide water service.

C. In that event, Developer shall pay standard water hook-up and service fees

otherwise chargeable generally to customers of City. In the event City water is not available at such time as Developer requires water service for the Ruby Hill project, Developer shall be entitled to obtain water service from a private water system.

D. If Developer initially obtains water service from a private water company, Developer shall thereafter be required to transfer to the City water service within 24 months from the time City water is available on Vineyard Avenue at Portion, at connection and service rates charged to other users in accordance with City ordinances and policies.

E. If wells, storage tanks, pipeline or other water facilities are built on the Portion, or built by the Developer for the benefit of the Ruby Hill Project, Developer shall take all necessary steps to ensure that such wells, storage tanks, pipeline or other water facilities are dedicated to City at the time Developer transfers to City water service.

F. This Agreement does not guarantee the availability of sufficient water to serve the Ruby Hill Project. The City shall withhold building permits for the Project if, at the time building permits are applied for, mandatory water rationing is in effect which prohibits the issuance of building permits City-wide, unless the City has adopted a water offset program and unless the Developer is participating in the program. Notwithstanding the Developer's participation in such program, the City may withhold building permits if the City determines that sufficient water is not available at the time building permits for the Project are applied for; provided, however, that in the event that Developer has funded a reverse osmosis facility at the City of Livermore's sewer plant on terms and conditions acceptable to the City of Livermore, to the extent that the Tri-Valley area realizes a net benefit from the use of the water derived from this facility, City shall develop a formula to provide Developer a certain number of building permits based upon Developer's contribution to the facility.

G. Should a recharge fee be legally imposed on the City resulting from Developer's pumping of ground water for agricultural or irrigation purposes, Developer shall indemnify and hold City harmless from such fees or charges. The parties both believe that Developer's pumping of groundwater from new or existing wells for agricultural or irrigation purposes cannot be charged against the City's Independent Quota. However, in the event that the Developer's pumping of groundwater for agricultural or irrigation purposes is determined to count against the City's Independent Quota, as that term is used in the Agreement dated March 12, 1968, between the Pleasanton Township County Water District, the City, and the Alameda County Flood Control and Water Conservation District, Zone 7, then Developer shall pay the then prevailing recharge fee imposed by Zone 7 for all the water so pumped. Developer shall make this payment in order to permit City and Zone 7 to negotiate an amendment to the 1968 Agreement such that the groundwater pumped by Developer for agricultural and irrigation purposes will not count towards the City's Independent Quota.

5. **Sewer System.**

The City of Livermore has agreed to provide sewer service to the Portion pursuant to the terms set forth in paragraph 5 of the Settlement Agreement between Developer, the City of Livermore and the County of Alameda. The ownership of the sewer system facilities and administration of the sewer service, including but not limited to the administration of the billings for services rendered, the maintenance of equipment and service to the ultimate consumer shall be the subject of a separate agreement between the City and the City of Livermore.

6. **School Fees.** Developer shall pay such school impact fees as are required by state law. In addition, Developer shall participate in a capital fee program for construction of facilities in the school district if the program encompasses projects other than the Ruby Hill Project. Developer acknowledges that different funding or financing mechanisms may be used for areas outside the Portion. City shall approve any such capital fee program.

7. **Public Safety.**

A. Developer shall pay an amount to be negotiated between the parties, but in no event less than \$500,000, for the construction, or towards the construction, of an on-site or off-site fire station. Developer may enter into a reimbursement agreement with City or request the City to create a benefit district to provide Developer with repayment of any costs of construction in excess of Developer's pro-rata share from owners of other properties benefitted by such fire station.

B. All structures over 500 square feet shall be equipped with automatic fire sprinklers regardless of the distance from the nearest fire station if such sprinklers are required on a City wide basis.

C. If City decides a fire station needs to be constructed in the Portion, Developer shall dedicate to City a suitable site for the station. City will work with the Developer in determining the location of such site.

8. **Park Fees.**

A. At the time of the filing of the first final map for the Portion, City shall elect whether the Developer shall dedicate up to 10 acres of land, located at the northwest corner of the Portion as determined by City, or pay the then applicable in-lieu fees, pursuant to the City's Parkland Dedication Ordinance. City shall prepare an initial study if it elects to require the dedication of land for park and recreational purposes.

B. If the Developer dedicates land as provided in Section 8A, and if the number of housing units on either the first or any subsequent final map requires the dedication of land for park and recreational purposes in excess of the number of acres which the Developer has

dedicated in Section 8A, then the Developer shall satisfy the requirements of the City's Parkland Dedication Ordinance by paying the then applicable fees for the additional housing units pursuant to the Ordinance. Developer may apply for credit for private open space within the Project as provided in the City's Parkland Dedication Ordinance.

9. **Emergency Access.** Developer shall prepare a plan for emergency vehicle access and emergency communication for the golf course, subject to approval by the City. The emergency vehicle access will include access through the golf course to and from those cul-de-sacs designated by the City as needing alternative emergency access.

10. **Design Review Guidelines.** Developer shall provide for the City's review a complete set of design review guidelines for the improvements to be constructed on the Portion. The guidelines shall be subject to approval by the City's Design Review Board. Developer shall require all project improvements to be constructed in accordance with the design review guidelines, subject to City staff review. For purposes of this section, 'City staff review' shall mean that the planning department staff shall review preliminary building plans and preliminary landscaping plans for consistency with the guidelines prior to the final plans being submitted to the building department. The design review guidelines shall be subject to change by Developer only with the approval of the City's Design Review Board.

11. **Private Roadways.** All private roadways will be designed to City standards and approved by the City's Public Works Director.

12. **Golf Course Design.** The design of the golf course on the Ruby Hill Project shall be subject to an arborist's survey of heritage trees. Any proposed loss of trees shall be subject to approval by the City.

13. **Limitations on Construction/Growth Management Approval.** City has granted Developer growth management approval for the Project and Developer is limited to development of the Project in accordance with the City's Growth Management Ordinance, Chapter 17.36 of the Pleasanton Municipal Code. City has granted growth management approval as follows:

<u>No. of Units</u>	<u>Year</u>
25	1993
150 per year	1994-1998, inclusive
75	1999

Annually, City and Developer shall review the number of residential units which has been allocated in this section and also in the Developer's Growth Management Agreement with City. City and Developer shall determine if the number of units so allocated for any given year may be reallocated to other years without impairing the timely build out of the Project.

14. **Subdivision Map Processing.** If the Portion has not annexed to the City at the time Developer is ready to submit its tentative subdivision map, the City acknowledges that Developer shall be entitled to submit its tentative subdivision map to the County for approval; Developer shall, however, concurrently submit the proposed tentative subdivision Map for the portion to the City Planning Commission and City Council for their review and comment prior to its submission of the map to the County. Developer shall incorporate all of the Commission's and Council's comments and conditions before obtaining approval of the tentative subdivision map from the County. In the event that County desires to make modifications to the tentative map, the Developer shall first receive City Council approval for such modifications. Upon approval of the tentative subdivision map by the County, all improvement plans for off-site and site improvements for the Ruby Hill Project on the Portion and final subdivision map shall be processed through the City and shall conform to all applicable City standards.

15. **Development Agreement.** Developer has negotiated a Development Agreement with the County of Alameda and with the City in order to ensure Developer and the County, as well as the City as successor to the County, that all parties receive rights, benefits and entitlements set forth in the Ruby Hill Project approvals for the Portion and to ensure the affected public entities that they will receive the dedications, exactions, reservations and fees to which the Ruby Hill Project on the Portion is subject. In the event that County desires to make modifications to the Development Agreement, Developer shall first receive City Council approval for such modifications.

16. **Termination of Agreement.** This Agreement shall have no further force and effect and each party shall be released from the obligations set forth herein in the following events:

A. That annexation of the Portion to the City has not occurred within five (5) years after the date of execution of this Agreement, unless the Agreement is further extended by mutual consent of the parties;

B. That the City is unable to reach agreement with the County of Alameda concerning the allocation of real property taxes for the Portion upon annexation.

C. Upon the termination of the Development Agreement referenced in Section 15 above.

17. **Property Tax Allocations.** The City, in order to annex the Portion, has been compelled to agree with the County of Alameda to a formula concerning the allocation of real property taxes with respect to the Portion, which formula is different than what the City would have received under the so-called Mayors' Conference Formula. The formula which the City has been compelled to accept is as follows:

A. The Mayor's Conference Formula shall apply to the Portion

located within Tax Rate Area 75-004.

- B. The Mayor's Conference Formula shall apply to the Portion located within Tax Rate Area 64-003 except that the County shall receive that part of the property tax currently allocated to the Livermore Area Recreation and Park District.
- C. Both (A) and (B) above shall be phased in such a manner as to provide the City of Pleasanton with a 20% tax share for taxes received from the time the Portion is officially annexed to the City through Fiscal Year 94/95, a 22% tax share in Fiscal Year 95/96 and a 25% in Fiscal Year 96/97 based on a weighted average of the tax rate areas.

In that such formula provides to the City less property tax revenues for fiscal years 1992-1993, 1993-1994, 1994-1995 and 1995-1996, Developer shall pay to City, in equal installments on April 30 and December 31, the difference between 25% of the real property taxes the City would have received from the Portion and the amount of such property taxes the City does receive pursuant to (C) above.

18. **Legal Action.** Either party, in addition to any other rights or remedies herein provided, may institute legal action in the Superior Court of the County to cure, correct or remedy any default, enforce any covenant or agreement herein, or to enjoin any threatened or attempted violation of the rights of the parties hereto.

19. **Applicable Law.** This Agreement shall be construed and enforced in accordance with the laws of the State of California.

20. **No Joint Venture or Partnership.** The City and Developer hereby renounce the existence of any form of joint venture or partnership between the City and Developer, and agree that nothing contained herein or in any document executed in connection herewith shall be construed as making the City and Developer joint venturers or partners.

21. **Indemnification.**

A. Neither Developer nor any officer or employee thereof shall be responsible for any damage or liability occurring by reason of anything done or omitted to be done by the City under or in connection with any work, authority or jurisdiction delegated to the City under this Agreement. The City shall indemnify, defend and hold Developer harmless from any liability imposed for damage or injury occurring by reason of anything done or omitted to be done by the City under or in connection with any work, authority or jurisdiction delegated to the City under this Agreement.

B. Neither the City nor any officer or employee thereof shall be responsible for any damage or liability occurring by reason of anything done or omitted to be done by Developer under or in connection with any work, authority or jurisdiction delegated to Developer under this Agreement. Developer shall indemnify, defend and hold the City harmless from any liability imposed for damage or injury occurring by reasons of anything done or omitted to be done by Developer under or in connection with any work, authority or jurisdiction delegated to Developer under this Agreement.

22. **Cooperation in the Event of Legal Challenge.** In the event of any legal or equitable action or other proceeding instituted by a third party, governmental agency or official challenging the validity of any provision of this Agreement or the annexation proceedings described herein, the parties shall cooperate in defending the action or proceeding. The Developer shall bear its own costs of defense and shall reimburse City for any court costs and attorneys fees which the City expends in defense of a legal action to this Agreement or the procedures thereunder.

23. **Notices.** All notices or communication required hereunder between the City and Developer shall be in writing, and may be given either personally or by certified mail, return receipt requested. If given by certified mail, the notice 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 certified letter containing the notice, properly addressed, with postage prepaid, is deposited in the United States mail. If personally delivered, notice shall be deemed to have been given when delivered to the party to whom it is addressed. Any party hereto, by giving ten (10) days written notice to the other, may designate any other address in substitution of the address to which the notice or communication shall be given. Notices or communication shall be given to the parties at the address set forth below unless and until specified otherwise in writing:

If to the City:	City Manager City of Pleasanton 123 Main Street Pleasanton, CA 94566
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If to Developer:	Ruby Hills Development Joint Venture c/o Signature Properties 6612 Owens Drive Pleasanton, California 94588
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23. **Miscellaneous.**

A. **Successors and Assigns.** This Agreement shall apply to, bind and inure to the benefit of successors in interest of the parties herein, including heirs, assigns, executors, administrators and all other parties, whether they succeed by operation of law or voluntary acts of the City or Developer.

B. Parties in Interest. This Agreement is entered only for the benefit of the parties executing this Agreement and not for the benefit of any other individual, entity or person.

C. Amendment of Agreement. This Agreement may be amended in writing by the original parties or their successors in interest.

D. Severability. If any term, provision, covenant or condition of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions of this Agreement shall continue in full force and effect.

E. Enforceability. Unless this Agreement is amended or terminated pursuant to the provisions of this Agreement, this Agreement shall be enforceable by either party hereto notwithstanding any change hereinafter enacted or adopted in any applicable General Plan, Specific or Precise Plan, zoning ordinance, subdivision ordinance or any other land use or building ordinance. The parties acknowledge that the sequence of land use approvals, infrastructure improvement agreements and related events all comprise a single enterprise necessary to the mutual purposes of this Agreement, and that performance or partial performance of the obligations set forth herein will induce reliance by the other party on the completion of the remaining obligations set forth herein as a necessary remedy to effectuate the parties' respective purposes, except as otherwise provided herein.

F. Entire Agreement. This Agreement, and the exhibits attached hereto, constitutes the entire understanding and agreement of the parties, and supersedes all negotiations or previous agreement between the parties with respect to all or any part of the subject matter hereof.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective officers on the date(s) set forth below.

ATTEST:

"CITY"

Dated: 2-19-93

CITY OF PLEASANTON,
a California municipal corporation

By: Peggy Lezandro
City Clerk

By: Deborah Acosta

Its: City Manager

APPROVED AS TO FORM:

Dated: 2-12-93

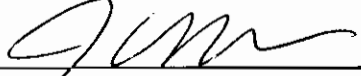
Dated: 1/14/93

By: Michael H. Stum
City Attorney

"DEVELOPER"

RUBY HILL DEVELOPMENT JOINT
VENTURE L.P.,
a California limited partnership

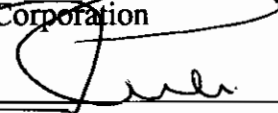
By: Signature Properties I,
a California Limited Partnership

By: 

Its: VP

Dated: 1/12/93

By: Nicklaus/Sierra Development Corp. of
Northern California, a California
Corporation

By: 

Its: VP

Dated: 1/12/93

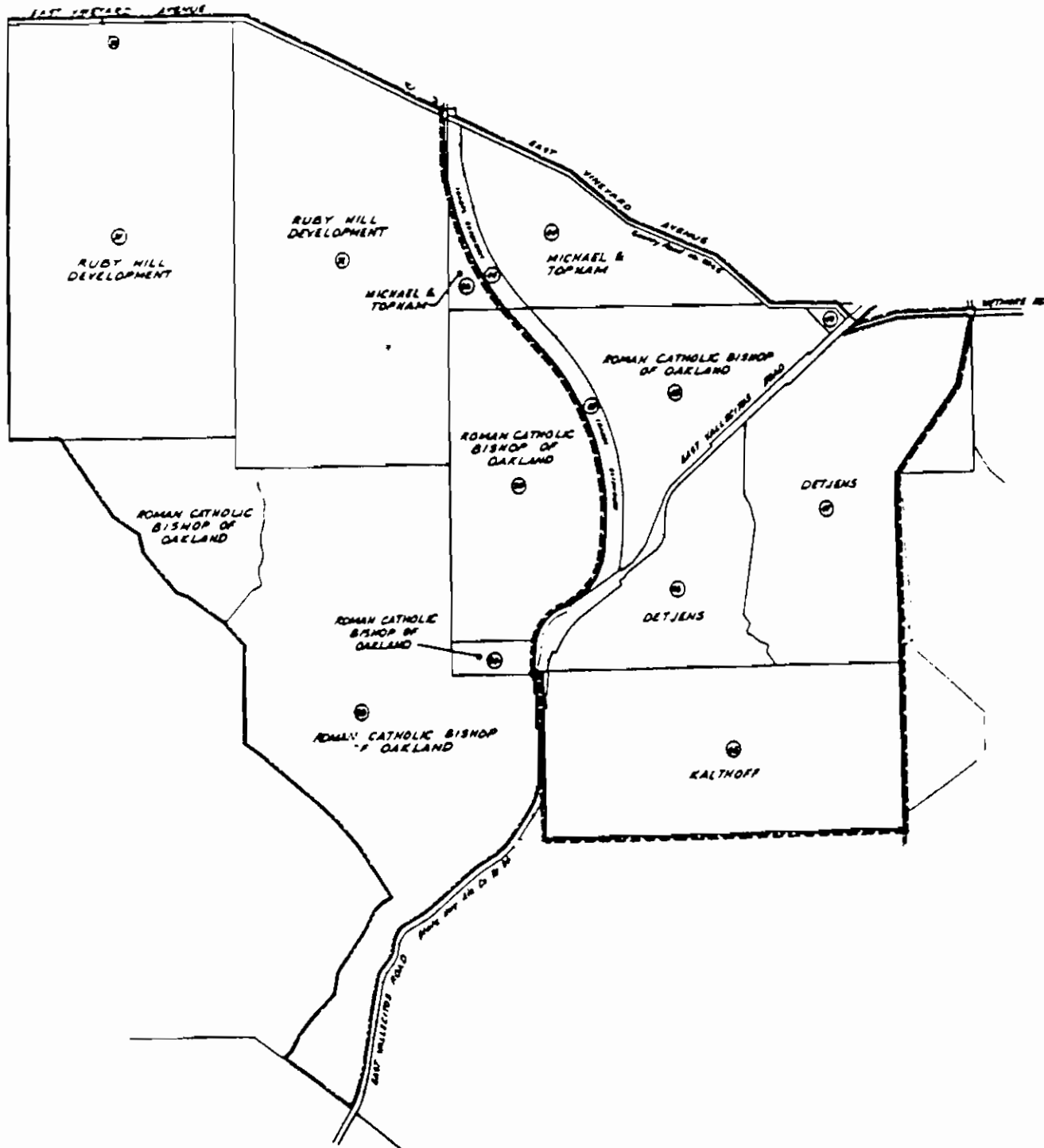
RUBY HILL PROPERTY MAP

Exhibit A

DEED

DATE

Ruby Hill Development	91-018742	1/25/91
Roman Catholic Bishop of Oakland	AX-047934	4/8/65
Michael and Topham	90-213724	8/7/90
Detjens	TT-014870	7/23/46
Kalthoff	85-233204	10/30/85



RUBY HILL PARCEL TO BE ANNEXED TO THE CITY OF PLEASANTON

Real property situate in the Township of Pleasanton, and in the Township of Murray, County of Alameda, State of California; described as follows:

Being portions of Plots 9 and 28 of the Bernal portion of the Rancho el Valle de San Jose, described as follows:

Being all of that certain parcel of land described as Parcel One and a portion of that certain parcel of land described as Parcel Two in the Deed from Wentz Bros., a California corporation, to Ruby Hill Development, a California joint venture, recorded January 25, 1991, under Series No. 91-018742, Alameda County Records, described as follows;

PARCEL ONE:

Portion of Plot 28, as described in The Decree of Partition in The Action Had in the District Court of The Third Judicial District of The State of California in and for the County of Alameda, recorded in Book 40 of Deeds, Page 315, Alameda County Records, described as follows:

Beginning at the Northwestern corner of said Plot 28; thence East along the line dividing Plots 9 and 28, 40.00 chains; thence South 75.02 chains to a stake and mound in the Western line of Plot 29, as set out in said Decree; thence West 40.00 chains to a stake and mound at a corner of Plot 3, as set out in said Decree; thence North 75.02 chains to the point of beginning.

Assessors Parcel No. 946-1848-3-2

PARCEL TWO:

Plot 29 and portions of Plots 28 and 9, Rancho el Valle de San Jose as described in Decree, dated April 1, 1869, rendered by the Third District Court, Alameda County, Case No. 1723, entitled Augustine Bernal, et al, plaintiff vs Juan Pablo Bernal, et al., defendant, a certified copy whereof was recorded April 12, 1869, Book 40 of Deeds, Page 315, Alameda County Records, described as follows:

Beginning at the Southeastern corner of said Plot 29; thence along the Southern line of said Plot 29 West 40.00 chains to the Western line of said Plot 29; thence along the last named line and along the Eastern line of the 68.09 acre tract of land described in Deed to John Grellin, recorded February 25, 1885, Book 283 of Deeds, Page 172, Alameda County Records, County Road 2065; thence along the last named line South 89°30' East 2.17 chains to an angle therein; thence continuing along said line of County Road No. 2500; thence along the last named line and along the Western line of County Road No. 2041 North 25.20 chains to the Northern line of the 89.11 acre tract of land described in the Deed to Ernest Schween Co., recorded January 3, 1905, Book 1035 of Deeds, Page 315; thence along the last named line South 79° East 0.61 chains to the Eastern line of said Plot 9, being also the Eastern line of said County Road No. 2041; thence along said line of Plot 29 and along the Eastern line of said Plot 29

Excepting therefrom that portion thereof to be annexed to City of Livermore, described as follows:

Beginning at the intersection of the easterly line of Plot 28 with the southerly line of East Vineyard Avenue, County Road No. 2065; running thence along said easterly line of Plot 28 S 0° 39' 52" W, 601.48 feet; thence N 10° 23' 31" W, 47.44 feet; thence along the arc of a tangent curve to the right with a radius of 1665.00 feet, through a central angle of 11° 03' 23", an arc distance of 321.29 feet; thence tangent to last named curve N 00° 39' 52" E, 255.00 feet to the southerly line of East Vineyard Avenue, County Road No. 2065; thence N 0° 39' 52" E, 55.57 feet to the westerly line of Isabel Avenue, County Road No.'s 2500 and 2041; thence along the last named line N 0° 39' 52" E, 1359.41 feet and N 1° 20' 40" E, 304.87 feet to the to the northern line of the 89.11 acre tract described in the Deed to Ernest Schween Co., recorded January 3, 1905, in Book 1035 of Deeds, Page 315, Alameda County Records; thence along the last named line S 78° 05' 28" E, 40.69 feet to the easterly line of Isabel Avenue, County Road No.'s 2041 and 2500; thence along the last named line and its direct extension southerly thereof S 1° 20' 40" W, 297.18 feet and S 0° 39' 52" W, 1434.12 feet to the Point of Beginning.

Assessors Parcel No. 946-1848-2

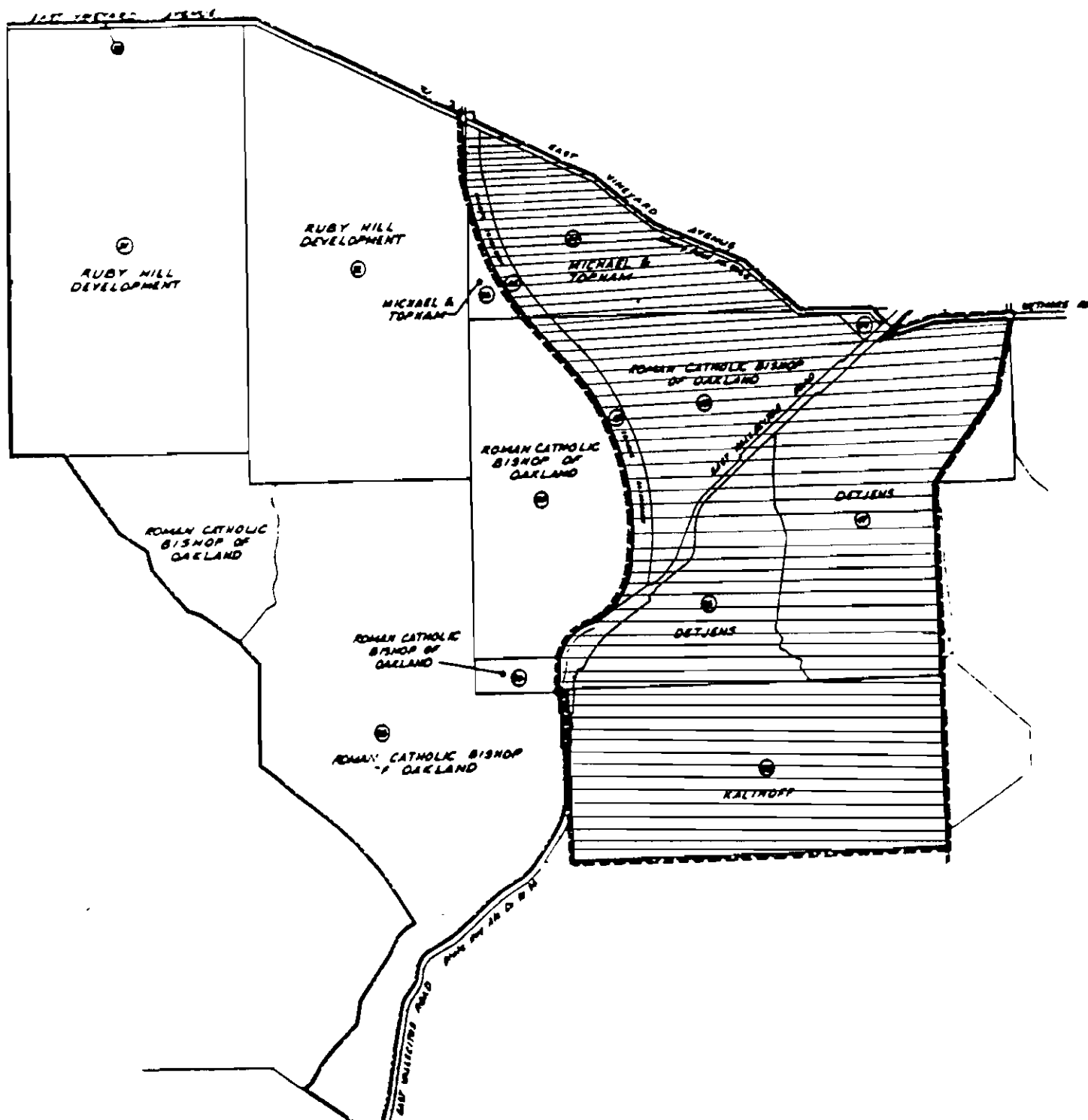
RUBY HILL PROPERTY MAP

EXHIBIT C REMAINDER PARCEL

DEED

DATE

Ruby Hill Development	91-018742	1/25/91
Roman Catholic Bishop of Oakland	AX-047934	4/8/65
Michael and Topham	90-213724	8/7/90
Detjens	TT-014870	7/23/46
Kalthoff	85-233204	10/30/85



DEED DATE

Lone Star Aggregates	87-036266	2/6/87
Lone Star California	87-344604	12/28/87
Michael and Topham	90-213724	8/7/90

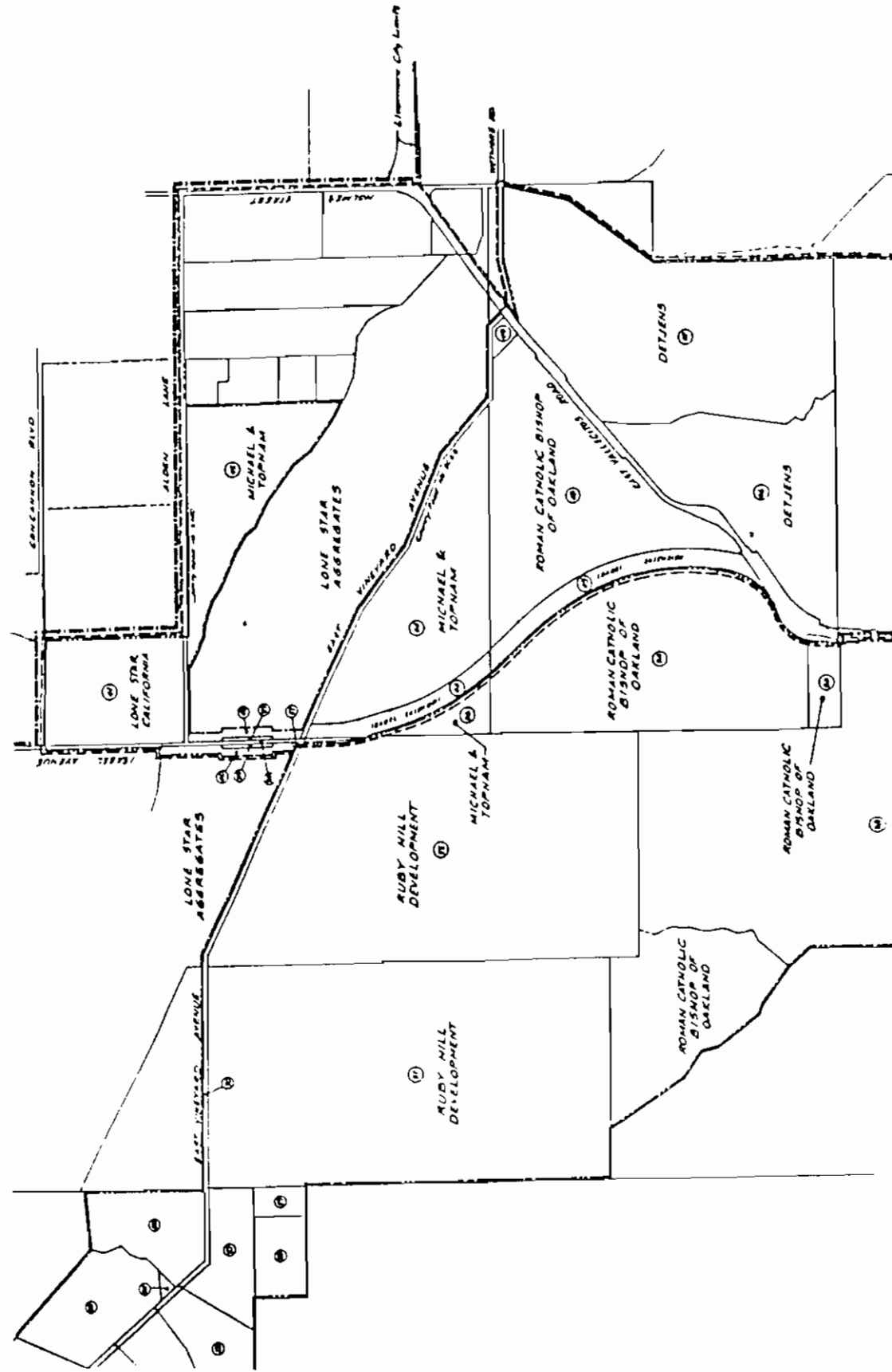


EXHIBIT "E"

(The "Territory")

Real property in the County of Alameda, California, totalling approximately 350 acres and designated by the following Alameda County Assessor's Parcel Numbers:

1. 946-1735-18
2. 946-1735-19
3. 946-1735-20
4. 946-1735-24
5. 946-1735-23
6. 946-1735-22
7. 946-1735-21
8. 946-1735-7
9. 946-1735-29
10. 946-1735-31
11. 946-1735-30
12. 946-1735-32
13. 946-1735-8
14. 946-1735-26
15. 946-1735-27
16. 946-1735-28
17. 946-1350-14
18. 946-1350-15-9
19. 946-1350-15-8
20. 946-1350-15-7
21. 946-1350-15-6
22. 946-1350-15-5
23. 946-1350-15-4
24. 946-1350-12
25. 946-1350-13
26. 946-1350-11
27. 946-1350-15-3
28. 946-2205-3
29. 946-2205-4

EXHIBIT F
PROVISIONS OF RECLASSIFICATION
1837th ZONING UNIT
RUBY HILL

Adopted by the Planning Commission - October 1, 1990
Modified and Adopted by the Board of Supervisors - June 6, 1991

(Note: Asterisks next to Provisions of Reclassification
indicate that the respective provision must be
monitored pursuant to Exhibit "E,"
Monitoring Program, 1837th Zoning Unit.)

GENERAL PROVISIONS:

1. Final subdivision maps shall be filed with the Alameda County Recorder, prior to commencement of any improvements in the project area with the exception of construction of the wastewater treatment plant, winery restoration, vineyard planting, landscaped setback with berm along the Foley property line, and establishment of the California Tiger Salamander habitat. However, prior to construction of the wastewater treatment plant, all necessary permits from the Regional Water Quality Control Board (RWQCB) and all other agencies shall have been obtained. No grading permit shall be granted prior to issuance of a discharge permit from the RWQCB. Prior to or concurrent with filing of the Final Map, improvement, drainage, erosion and sedimentation control plans and a grading permit shall be approved by the Director of Public Works. This shall be done prior to commencement of any work on- or off-site, with the exception of those activities listed above.
2. As deemed appropriate by the Planning Director, but in no event less than at three year intervals from the date of reclassification until completion of all construction, the Planning Director shall review these provisions of reclassification and report to the Planning Commission, who shall forward the report to the Board of Supervisors. The Board, upon recommendation of the Planning Commission, may hold a public hearing and, for cause, may impose additional provisions permitted by law and modify or eliminate existing provisions at these times.
3. Administrative actions required in these provisions may be appealed to the Planning Commission, which may modify said actions at a public hearing pursuant to Section 8-92.0 of the Alameda County Zoning Ordinance. Planning Commission actions may be appealed in the same manner to the Board of Supervisors.
4. Developers shall pay to the County of Alameda full costs incurred by the County for review, approval, administration and monitoring of all programs, including inspections required pursuant to these Provisions. This may require the hiring of additional

personnel on either a part-time or full-time basis. When required by the Planning Director and/or Director of Public Works, developers shall post a cash deposit to cover the estimated costs to satisfy this provision. The Planning Director and/or Director of Public Works are hereby expressly authorized to utilize their own employees, other agencies and/or private consultants, as necessary, to conduct such reviews, inspections and administration and to make necessary approval determinations. In addition, developers shall reimburse the County, its agents, officers, or employees for any court costs and/or attorney's fees which the County, its agents, officers, or employees expend in defense of a legal challenge to this action or portions thereof.

5. All on-site improvements (including but not limited to roadways, retaining walls, landscaping, vineyards, wineries, storm drainage systems, and water and sewer facilities) shall be constructed and maintained at no cost to the County.
6. The Land Use and Development Plan labelled Exhibit "B," 1837th Zoning Unit, October 1, 1990, is adopted as the basic framework for the final project design, subject to the following:
 - a. Maximum number of dwelling units permitted in the project shall not exceed 850.
 - b. Developer shall dedicate not less than 414 acres of land to viticultural uses. Of the total 414 acres, a minimum of 300 acres shall be dedicated to viticultural uses on-site, of which a minimum of 280 acres shall be planted in wine grapes as part of Phase I of the project as set forth in Provision 62. Viticultural uses include planted vineyards, restoration of the Ruby Hill and Fenestra wineries (excluding areas needed for access and parking), vineyard maintenance facilities, irrigation detention ponds, and other functions ancillary to wine production as determined by the Planning Director. Uses excluded from this designation are inns, wastewater treatment plant/ponds, sales office, golf course, recreational facilities, and other non-agricultural uses. Ancillary support facilities such as maintenance facilities, irrigation detention ponds and access roads located in planted areas shall be counted toward fulfilling the minimum requirement for viticultural uses.

The remaining 114 acres may be dedicated to viticultural uses either onsite or off-site, and shall be planted in wine grapes. This acreage may include uses such as planted vineyards, vineyard maintenance facilities, irrigation detention ponds, and other functions ancillary to wine production as determined by the Planning Director. Land used to satisfy this requirement shall not be land actively cultivated at the time of adoption of these Provisions of Reclassification.

If more than 797 dwelling units are constructed as part of the project, then for each unit over 797, up to the maximum of 850 units, one additional acre of

land shall be dedicated to viticultural use off-site, and shall be planted in wine grapes. Ancillary uses may be permitted as set forth above. Land used to satisfy this requirement shall not be land actively cultivated at the time of adoption of these Provisions of Reclassification. In addition, land used to satisfy this condition shall be conditionally developable land. This latter requirement applies only to land dedicated (up to the maximum of 53 acres) as a result of the number of dwelling units exceeding 797, and shall not apply to the initial dedication requirement of 414 acres.

All off-site acreage dedicated to viticultural use pursuant to this Provision shall be dedicated to such use, and planted in wine grapes, not later than recordation of the final subdivision map which includes the 400th residential lot in the project.

Land dedicated to viticultural uses pursuant to this condition, whether onsite or off-site, need not be configured in one contiguous parcel. Such land may be located on more than one, non-contiguous pieces, provided that each such piece shall consist of contiguous property of sufficient size to allow for effective cultivation as determined by the Planning Director.

- c. No development is allowed within the southernmost portion of the site (as delineated on Exhibit "B") with the exception of earthwork needed to create a California tiger salamander preserve, as described in Provision 14d, and emergency access to the adjacent Foley Ranch.
- d. No residential development may occur east of the proposed realignment of State Route 84, as shown on Exhibit "B," with the exception of agricultural homesites, caretaker's residence for the winery, and an inn. Such homesites may be located on agricultural parcels of 20 acres or more, and each homesite may include one development envelope of one acre which may contain one residence. Such homesites shall be counted toward the maximum number of dwelling units permitted in the development (up to 850).
- e. Residential development shall be set back from Vineyard Avenue and the Foley property as shown on Exhibit "B."
- f. The 5-acre retail center shall be relocated to a site that is neither on soils considered good or very good for viticulture (based on the Soil Conservation Service soil survey), nor within the state-designated Regionally Significant Construction Aggregate Resource Sector (Sector B-1 or B-2). The retail center may be omitted from the project entirely, at the developers' discretion.
- g. A Final Land Use and Development Plan shall be submitted for approval by the Planning Director reflecting the basic design and modifications/guidelines

as shown on and substantially in conformance with Exhibit "B." Upon approval by the Planning Director, this new plan shall be identified as Exhibit "C." Exhibit "C" shall be approved by the Planning Director prior to approval or commencement of any development on- or off-site, and shall include elements described in Provision 9 below.

7. No horses, cattle, sheep, goats, pigs, llamas, or other similar domestic livestock or animals may be kept by residents on lots of less than 5 acres within the development. No commercial raising, breeding, or boarding of any animal shall be allowed on individually owned lots. This condition shall not preclude the keeping of dogs, cats, or other domestic pets subject to regulations of the Alameda County Animal Control Ordinance, and such that the animals have no impact on wildlife in the area; neither shall it preclude grazing of livestock on the open space areas. This condition shall be included in the Conditions, Covenants, and Restrictions (CC&R's) for the development and homebuyers shall be so informed.
8. During the subdivision stage of the project, changes in the approved Land Use and Development Plan (Exhibit "C") may be authorized through Zoning Approval to the extent listed below:
 - a. Grades may be changed a maximum of 10 feet. Grade changes between 10 and 20 feet may be granted by the Planning Director.
 - b. Lot lines may be adjusted provided that overall number of lots remain the same or are reduced and lot sizes and configuration comply with these provisions.
 - c. Street alignment and design may be modified provided that revised street design is approved in subsequent Tentative Map actions. Detailed street grade or alignment may be modified as necessary to serve revised grading which may be authorized pursuant to above, or as necessary to adjust to field conditions as determined by the Director of Public Works.

EXHIBIT "C"

9. Exhibit "C" shall include, but not be limited to, the following elements:
 - a. Residential lot layout and general design of project circulation and golf course.
 - b. A preliminary grading plan which emphasizes retention of natural landform and, where landforms are altered, simulation of natural contours; and a drainage area map showing existing and proposed conditions to reflect changes in the watersheds. Riparian areas as designated by a qualified biological consultant pursuant to Provision 14b shall be preserved; only minor grading within these areas is permissible to allow creek crossings within the

golf course where non-grading alternatives are deemed infeasible by the Planning Director.

- c. A phasing plan for the development, including the provision of on- and off-site traffic mitigation. The first phase of development shall include establishment of the California tiger salamander habitat area, construction of the wastewater treatment facility, installation of the landscaped setback and berm along the Foley property line, construction of the golf course, planting of the vineyard and restoration of the Ruby Hill and Fenestra wineries.
- d. General landscaping requirements as described in Provision 14g.
- e. A program to minimize land use conflicts between viticultural and urban uses, including size and location of setback buffers. The program shall be prepared by an independent consultant approved by the Planning Director and shall consider such factors as topography, prevailing wind direction, natural screening, specific adjoining uses, type of vines, and agricultural practices. In no case shall a buffer be less than 100 feet deep. Vineyard owners shall be encouraged to follow special operating procedures to minimize noise, dust, and pesticide drift if economically feasible. Aerial spraying of pesticides is prohibited.
- f. A program for architectural design and site planning standards to apply to development of individual lots. The program shall address massing, lot coverage, roof pitch, materials, and colors. The objective of the standards should be to encourage compatibility between homes without dictating uniformity.
- g. Location and layout of centralized, private recreational facilities as described in Provision 22.
- h. Location and layout of viticultural uses as described in Provision 6b.
- i. Location of the inn, including access and preliminary parking design.
- j. Layout of the wastewater treatment facility, including plant, ponds, supplemental wet weather storage areas, buffers, and any other ancillary functions.
- k. Location of an on-site 5-acre retail center, subject to the requirements of Provision 6f, as approved by the Planning Director.
- l. Location of an on-site fire station, subject to requirements of Provision 21.
- m. Location of an on-site recycling collection site, unless curbside collection is available.

- n. Location of an on-site contingency fill disposal site.
- o. Location and general design of a California tiger salamander habitat preserve, as approved by the Department of Fish and Game (DFG) and as generally outlined in DFG's letter to the Planning Department dated August 8, 1990. In general, the design of the habitat area shall include, but not be limited to: installation of ponds and vernal pools suitable for use by salamanders, permanent preservation of the area as open space, prevention of ground squirrel eradication within the preserve, and installation of buffers and barriers necessary to prevent encroachment of human activity which could interfere with the successful preservation of the salamander.
- p. Location and general design of buffer along Foley property line, meeting the criteria described in Provision 65.
- q. A system of bicycle paths within the development.
- r. Internal circulation plan showing sight distances and other traffic safety and control features.

DESIGN:

- 10. Design of all development areas shall be subject to the project framework and layout as approved under the Final Land Use and Development Plan, Exhibit "C." Design of single family detached residential areas will be reviewed through the Tentative Map process; individual home design will be subject to review by an architectural review committee of the homeowners' association, based on architectural design standards as described in Provision 9f. Design of all other development, including, but not limited to, the wastewater treatment plant, fire station, wineries, golf course, and related facilities, recreational and homeowner's association facilities, inn, commercial facility, sales office, and out-buildings and maintenance facilities shall be subject to Site Development Review (SDR), as specified in Section 8-95.0 et. seq., of the Alameda County Zoning Ordinance. The SDR process shall regulate subsequent uses on the site to assure consistency with Provisions of Reclassification. Under the SDR process, a use, such as an inn, may be restricted in size based on factors such as traffic, visual impacts, etc., or may be denied altogether. Action by the Planning Director on the SDR may be appealed in accordance with provisions of the County Zoning Ordinance.
- 11. In addition to standard SDR and tract requirements, all development in the project shall comply with the following requirements:
 - a. All development shall be constructed and maintained in accordance with approved plans.

- b.* Landscaping shall be installed and maintained in accordance with a precise landscaping plan prepared by a landscape architect based on the approved landscape program noted in these Provisions; County Planning Department "Requirements and Performance Guidelines for Landscape Plans" and "Landscape Water Conservation Guidelines;" and riparian area revegetation plans as approved by the Planning Director and Department of Fish and Game, as appropriate. During construction, an annual inspection by the Planning Department, or consultant working under the direction of the Planning Department, shall be conducted to determine whether landscaping is being maintained in accordance with the approved landscaping plan. Costs of inspections and recordkeeping shall be the expense of the developers until placed under the control of the appropriate maintenance body, as determined under Provision 52.
- c. Parking of commercially owned or operated vehicles, and outdoor storage, trash or refuse areas shall be screened from public view. Screening may be by building, walls, fence, or landscaping.
- d. Parking or storage of recreational vehicles or trailer-hauled boats shall be subject to the regulations of the Alameda County Zoning Ordinance.
- e. Walls, fences, signs, parking, landscaping and building exteriors shall be maintained in good condition at all times.
- f. On-site signing shall be consistent with the overall sign program approved by the Planning Director and be compatible with the approved architecture and landscaping.
- g. Exterior building design and finishes shall complement and be compatible with landscaping and adjacent buildings. This shall not prohibit the use of stucco as an exterior material.
- h. All ducts, pipes, meters, air conditioning, and any other mechanical equipment, whether on a structure or on the ground, shall be effectively screened from public view with materials architecturally compatible with the main structures.
- i.* Water conservation devices, such as low flow showerheads, faucets, dishwashers, and toilets, shall be installed and maintained in each unit.
- j.* Street numbers of all buildings and units shall be posted so as to be seen at all times, day or night.
- k. Foundation design shall conform with engineering specifications approved by the Director of Public Works.

- l. All residential units shall incorporate security features, such as deadbolts and security lighting, into their design.
 - m. All roofs shall be constructed of fire-retardant materials (minimum Type B).
 - n. Sprinklers shall be required in all new public, recreational, and retail buildings.
 - o. All utilities including transformers required to serve permanent development shall be installed underground unless otherwise approved by the Planning Director.
 - p. All designated emergency access roads shall be surfaced and maintained for all reasonably foreseeable local weather conditions.
12. With the exception of the development standards listed below, the lots designated for single family dwelling shall be subject to any and all restrictions of the Alameda County Zoning Ordinance for single family residences.

LOT DEVELOPMENT STANDARDS:

Lot Type A:

Lot Size: 30,000 square feet minimum

Median lot width: 120 feet

Yards:

Front: 35 feet, minimum
 Side: 15 feet, min./40 feet total for each lot
 Rear: 30 feet, minimum

Building height: 2 stories to a maximum height of 40 feet as determined by section 8-20.18 of the Alameda County Zoning Ordinance.

Fences: To be regulated per Alameda County Zoning Ordinance and consistent with fencing standards included in the project landscape program

Lot Type B:

Lot Size: 18,000 square feet minimum

Median lot width: 100 feet

Yards:
 Front: 30 feet, minimum
 Side: 12 feet, min./30 feet total for each lot
 Rear: 25 feet, minimum

Building height: 2 stories to a maximum height of 35 feet as determined by Section 8-20.18 of the Alameda County Zoning Ordinance.

Fences: To be regulated per Alameda County Zoning Ordinance and consistent with fencing standards included in the project landscape program.

Lot Type C:

Lot size: 10,000 square feet, minimum

Median lot width: 90 feet

Yards:
 Front: 30 feet, 25 feet minimum with side loading garages
 Side: 10 feet min./25 feet total for each lot
 Rear: 20 feet minimum

Building height: 2 stories to a maximum height of 35 feet as determined by Section 8-20.18 of the Alameda County Zoning Ordinance.

Fences: To be regulated per Alameda County Zoning Ordinance and consistent with fencing standards included in the project landscape program.

Lot Type D:

Lot size: 6,500 feet, minimum

Median lot width: 60 feet

Yards:
 Front: 20 feet, minimum
 Side: Combined 12 feet (possible zero lot line)
 Rear: 20 feet, minimum

Building height: 2 stories to a maximum height of 35 feet as determined by Section 8-20.18 of the Alameda County Zoning Ordinance.

Fences: To be regulated per Alameda County Zoning Ordinance and consistent with fencing standards included in the project landscape program.

13. Variety and flexibility in house siting is encouraged. Exceptions to these standards to achieve desirable visual and spatial relationships and that are in the interest of better use of the building sites and in substantial conformance with these Provisions of Reclassification may be permitted by the Planning Director through Zoning Approval in the initial construction of the development. Subsequent requests for deviations from these standards shall be subject to the procedures of Section 8-93.0 et seq. (Variances) of the Alameda County Zoning Ordinance.

SPECIAL STUDIES/PLANS:

14. The following special studies and plans shall be submitted prior to or concurrent with filing of the first Tentative Map, and shall be approved by the appropriate authority prior to or concurrent with approval of the first Tentative Map. Special studies/plans submitted pursuant to items c, b, d, e, h, and g shall also be reviewed by the Alameda County Planning Commission prior to or concurrent with approval of the first Tentative Map. Implementation of recommendations in these studies/plans and submittal of verification records for mitigation monitoring purposes shall be paid for by the developer.
 - a. A site-specific geotechnical investigation by an independent consultant under the direction of the County Geologist, to be paid for by the developers, shall be conducted that identifies active landslide areas and recommends mitigation measures.
 - b. A riparian area protection plan shall be prepared by a qualified consultant experienced in revegetation using native plants. The plan shall be approved by the Planning Director, based on either (1) requirements of any Army Corps of Engineers permits, requirements of any Fish and Game Stream Alteration Agreement, and other statutory responsibilities; or, if such permits are not required by the project, (2) approval of a revegetation program by the Planning Director. The plan shall describe planting areas and materials, techniques for planting and maintenance, and guidelines for ensuring compatibility between riparian areas and the golf course. A minimum of five trees of like species of 24 inch box size shall be planted for every healthy tree removed with a mean base diameter of three inches or greater. Enhanced wetland areas shall be designed after consultation with the Alameda County Mosquito Abatement District. Vegetation within the riparian areas shall be maintained and monitored until established. The goal for replacement planting shall be an 80% survival at the end of five years. Supplementary planting shall occur to achieve the 80% survival goal if necessary. All landscape plans and golf course construction documents shall indicate

provisions for protection of riparian areas and shall be reviewed by the Planning Director and Department of Fish and Game.

- c.* A wildfire protection plan to be approved by the Alameda County Fire Patrol as well as the Planning Director. The plan shall include recommendations for fire-resistant plant selection, brush clearing, limb pruning, limiting access to high hazard areas, and other techniques to minimize hazards of wildfires along the site's border with the Foley property to the west. A copy of this plan shall be submitted to the County Grading Supervisor, who shall verify that provisions are included in approved grading plans. Implementation shall be guaranteed by the developers.
- d.* A detailed habitat mitigation plan for the California tiger salamander, prepared by a qualified biologist in consultation with the Alameda County Mosquito Abatement District and approved by the Department of Fish and Game. In general, the plan shall incorporate design criteria and appropriate size for the preserve area and shall be consistent with requirements of DFG, as generally outlined in its letter to the Planning Department dated August 8, 1990. Ponds and vernal pools shall be designed to optimize breeding habitat for tiger salamanders. The objective shall be to create shallow ponds and pools which persist from approximately January until early June in normal years, but dry up in the summer, and obtain their water from the local watershed and do not require supplemental water. This plan shall serve as a basis for defining: (1) uses which may occur within and adjacent to the preserve area; (2) appropriate buffers and barriers between the preserve area and adjacent uses, including fencing requirements; (3) on-going measures, including monitoring, which must be taken to ensure continued protection of the salamanders and the habitat; and (4) criteria by which the Planning Director can assess the success of the mitigation plan. Native grasses located elsewhere on-site shall be relocated to the salamander habitat area if feasible. This plan shall be implemented and the habitat shall be established to the satisfaction of the Department of Fish and Game prior to disturbance of existing breeding ponds. The mitigation area shall be monitored three times per year during the first 5 years, once in January, once in March or April and once in early June to determine (1) whether adequate ponding is present; (2) whether livestock has entered the preserve, and (3) whether an adequate ground squirrel population is still present.
- e.* A detailed study to determine if bat habitat areas remain on the site shall be prepared by a qualified biologist and submitted for review by the Planning Director and Department of Fish and Game. A mitigation plan shall be developed for possible loss of bat habitat and approved by the Planning Director and the Department of Fish and Game.
- f.* A tree protection plan shall be prepared by a qualified horticultural consultant for the site. The plan shall include guidelines for use by

contractors during grading and construction to minimize damage to trees which have been determined worthy of preservation. The plan shall also recommend a schedule for inspection during grading and construction activity by the consultant and/or County staff, as well as a format for recordkeeping for monitoring purposes. All trees to be preserved shall be located by field survey (horizontally and vertically) adjacent to graded areas. Trees shall be plotted with accurate driplines and elevations on all development plans. Guidelines to protect native trees shall be included in the plan to address the following concerns (at a minimum): design of the golf course, placement of fill and irrigation, and maintaining a winter wet/summer dry cycle.

- g. A landscape program, to be followed in designing and implementing landscaping plans for the entire project, including commercial areas, streets, intersections, entrance ways, wastewater treatment facility, fencing, and common landscaped areas shall be prepared by a registered landscape architect and be approved by the Planning Director, prior to filing of a Final Map or approval of an SDR. The program shall include guidelines for individual property owners to follow in private landscaping; guidelines shall emphasize water conservation and compatibility of plant types with the terrain, climate, and natural setting of this site. The landscape program shall be based on general landscape proposals indicated on Exhibit "C," 1837th Zoning Unit; County Planning Department "Requirements and Performance Guidelines for Landscape Plans," and "Landscape Water Conservation Guidelines," and shall incorporate the following provisions:

- 1) Native and/or non-invasive, drought-tolerant plants shall be emphasized. Where plants are selected which are not drought-tolerant, justification shall be presented to the Planning Director and the Planning Director will have the discretion to approve or disapprove the selected species.
- 2) Energy and water efficient irrigation systems shall be used in all private and public landscaped and agricultural areas.
- 3) In portions of the site where irrigated landscaping will abut open space areas which are either in their natural state or landscaped with native species (e.g. the buffer along the Foley property line), transitions shall be gradual rather than abrupt to avoid sharp delineations between colors which could be seen off-site.
- 4) Fire-resistant landscaping shall be incorporated in areas adjacent to open space.
- 5) Street trees and landscaping shall be placed in a landscape strip between the curb and sidewalk.

- 6) All landscaping shall be designed and maintained so that adequate vehicular sight distance is provided.
- 7) Native grasslands and special status plants shall be preserved wherever possible. Reseeding denuded slopes for erosion control should be done with seed mixes which include native grass species, wherever feasible.
- 8) Native trees identified in the Ruby Hill Tree Survey and Evaluation (HortScience, August 1, 1989) shall be preserved or relocated on-site unless determined by a qualified horticultural consultant to be unsuitable for preservation based on their current condition and potential to survive impacts of development. Landscape and fruit/nut trees identified by HortScience as suitable for preservation shall be preserved if feasible. The existing olive grove shall be preserved, however, individual trees may be relocated on-site if preservation of the grove is infeasible. A minimum of 50 boxed specimen coast live oaks or valley oaks shall be incorporated into the project's landscape plan. In addition to the 50 boxed specimen trees, a minimum of 24 inch box size trees of like species shall be planted for every healthy tree removed with a mean base diameter of three inches or greater.
- 9) Retaining walls with natural surface materials or low-contrast color and vegetation treatments shall be used along project roads to minimize grading.
- 10) Additional vegetative screening should be used along the development edges, where appropriate, to soften views of peripheral buildings and to integrate landscaping with native vegetation.
- 11) To promote a unified and attractive appearance of the project, a comprehensive fencing program shall be approved. The program shall serve as a guide to future approvals and should at least include fences for privacy, lot delineation, safety, sound attenuation, and landscape and architectural detailing. The program shall include guidelines for location, materials, textures, and colors. Fence height shall be consistent with provisions of the Alameda County Zoning Ordinance.

Specific landscape plans for subdivisions and SDR's shall be consistent with this overall program and shall include details such as specific plant materials, quantities, sizes, locations, phasing, planting and staking details, energy and water efficient irrigation, comprehensive fencing plans, and a maintenance program.

Developers shall be responsible for maintenance of all landscaping installed by them, including revegetation areas, until tract

improvements are accepted by the County or after one year of installation, whichever is later. Thereafter, the appropriate maintenance body, as determined under Provision 52, shall be responsible for maintenance of common areas.

- b. A feasibility study for a Countywide agricultural and open space land trust shall be prepared by a qualified professional approved by the Planning Director and hired by the Alameda County Board of Supervisors, and shall focus on open space preservation and agricultural activities in the South Livermore area. The study shall consider the feasibility of using all or part of the agricultural and open space mitigation fees collected for this project for acquisition of agricultural lands. The Planning Director will forward the study with recommendations to the Board of Supervisors for determination, prior to collection of agricultural and open space mitigation fees.
 - j. A study shall be prepared by a qualified professional approved by the Planning Director to determine the feasibility of extending transit service to this development. The study shall consider potential ridership, costs, and whether contributions by the developers for street, shelter and other extension improvements should be required.
15. The following submittals shall be approved by the Planning Director prior to filing of a Final Map. Implementation of recommendations in studies or plans listed below and submittal of verification records for mitigation monitoring purposes shall be paid for by the developers.
- a. Letters or permits from the U.S. Army Corps of Engineers and State Department of Fish and Game shall be submitted indicating that necessary permits for altering or filling watercourses have been obtained, based on final grading and improvement plans, including all development and bank stabilization measures within riparian zones, as approved by the Director of Public Works; or that such permits are not required for the project.
 - b. A sign program for business and recreational uses and residential street signing and identification. Said program shall include general requirements as to location, size, height, materials, colors, lighting, and maintenance, and shall be compatible with landscaping and architectural guidelines.
 - c. A child care needs assessment/mitigation plan shall be conducted by an independent consultant, under the direction of the County and paid for by the developers, to determine the impact of this project on the local availability of child care for children through 12 years of age. The needs assessment shall be based on the following equation:

850 units x number of children per household x percentage of women who work outside of home x 50% need.

Number of children per household may be obtained from the Pleasanton Unified School District or other source to be approved by the Planning Director. The percentage of women who work outside of the home shall be assumed at 0.58 for mothers of children under 6 years and 0.72 for mothers of children aged 6-12 years. An alternate methodology to assess need may be used if approved by the Planning Director. A mitigation plan shall be prepared to address the need for child care created by this development unless it can be demonstrated to the satisfaction of the Planning Director that sufficient local supply of child care exists to satisfy the need created by this project. Examples of mitigation programs include but are not limited to: developing an on-site child care facility; providing a portable building for the expansion of an existing facility; providing funds to a local non-profit organization to establish or augment an after school program; or providing funds to Resources for Family Development in Livermore to subsidize child care information/referral services or training of care providers. The developers shall clearly demonstrate to the satisfaction of the Planning Director the effectiveness of the proposed mitigation plan in addressing the child care need created by this project.

- d.* A natural habitat preservation booklet with recommendations for homeowners for protecting creek water quality and riparian habitat, preserving oak and other valuable trees, protecting the California tiger salamander, and minimizing conflicts with area wildlife shall be prepared by qualified biological and horticultural consultants. The booklet should discuss proper use and disposal of household toxic substances, control of pets, a list of native, drought-tolerant, non-invasive plants for yard landscaping, and other suggestions. This booklet shall be provided to initial homeowners by the developers and to subsequent homeowners by the property owners' association. The developers shall submit a copy for approval by the Planning Director. The document shall be presented to potential buyers, who, prior to executing a purchase agreement, shall acknowledge in writing that they have read, understand, and will abide by the information contained in the booklet. The developers shall maintain records of these acknowledgements, and copies of these records shall be made available to the Planning Director upon request.
- e.* A water conservation program describing methods and equipment to maximize water conservation in all project irrigation, including the golf course, vineyards, common open space and landscaped areas, and privately-owned landscaped areas, prepared by an independent consultant under the direction of the Planning Director. CC&R's shall include specifications to minimize water consumption in private landscape irrigation which must be followed by all property owners.

- f.* A transportation systems management plan including measures which would enable and encourage reductions in project-related automobile trips shall be submitted for approval by the Planning Director.
- g.* An acoustical study shall be conducted by a qualified acoustical engineer for proposed residential areas along State Route 84. The study shall analyze projected traffic along the thoroughfare and ascertain the need for sound attenuation in adjacent dwellings. Recommendations of this report shall be followed in the construction of the affected dwellings.
- h.* During the next optimum blooming or growing season, an additional plant survey by a qualified botanist shall be conducted to locate any additional native grasslands and special status plants on site. If such plants are found, a mitigation program shall be prepared for approval by the Planning Director, after consultation with the Department of Fish and Game.

UTILITIES:

- 16.* Improvement plans for utility lines traversing open space areas shall be approved by the Director of Public Works, after consultation with the Planning Director. Utilities shall be sited to avoid major trees and minimize habitat destruction and adverse visual effects. The wastewater treatment plant shall be designed with sound attenuation measures to reduce equipment noise to a level that will not contribute substantially to noise levels of adjacent properties.
- 17.* Prior to filing of a Final Map, a letter shall be submitted to the Director of Public Works stating that the project will be served with water by Zone 7 of the Alameda County Flood Control and Water Conservation District, or other public water retailer. The developers will be responsible for all costs of constructing adequate water storage and delivery systems for the project, as determined appropriate by that agency.
- 18.* Siting for water tanks and related access roads shall be approved by the Planning Director through the Site Development Review process. Off-site visual appearance shall be considered in the design and siting of these facilities; the Planning Director shall review siting, colors, and landscaping to ensure that off-site visual impacts are minimized.
- 19.* Project lighting shall be designed to reduce glare seen off-site. Lighting shall be focused and direct, with standards limited to 12 feet in height.
- 20. Developers shall identify an easement through the project site for a 230 kv underground transmission line in concert with Pacific Gas and Electric.

FIRE STATION:

- 21.* Developers shall dedicate a site and construct and equip a fire station within the project boundaries. The location of the new fire station shall be in the general vicinity shown on Exhibit "B" and shall be approved by the Alameda County Fire Patrol. Prior to filing a Final Map, a schedule for completion and a guarantee, as determined appropriate by the County, shall be approved by the Director of Public Works, after consultation with the Chief of the Fire Patrol and the Planning Director. The size of the fire station shall be approximately 2,800 square feet. The station shall be designed, constructed and equipped according to specifications of the Alameda County Fire Patrol as outlined in its letter to the Planning Department dated February 8, 1990. The style of the station shall be consistent with housing in the development.

PARK AND RECREATION FACILITY:

- 22.* A minimum 10 acre private recreational facility outside of the area designated as "good" or "very good" for viticulture shall be developed in a location to be approved by the Planning Director. The facility shall be available for use by all homeowners in the project and shall include at a minimum: a swimming pool, tennis courts, fields for baseball and/or soccer, and play areas/equipment for small children. This facility shall be supported and maintained through homeowners' dues. Recreational facilities shall be installed and operational prior to occupancy of the first 450 units in the project. Design of the park and recreational facilities shall be subject to SDR.

PRIOR TO ISSUANCE OF A GRADING PERMIT:

23. A Final Map shall be filed for the project and necessary permits for the wastewater treatment facility shall be obtained from the RWQCB and other responsible agencies.
24. Studies and plans listed in Provision 14 shall be submitted to and be approved by the Planning Director.
- 25.* A detailed soil and geologic investigation report (as described in Provision 14a) conforming to provisions of the Alameda County Grading Ordinance shall be submitted to and be approved by the Director of Public Works.
- 26.* Detailed grading, drainage and erosion/sedimentation control plans, as specified in Provisions 31 to 36, including mitigation of existing drainage and erosion problems on- and off-site, shall be submitted for approval by the Director of Public Works.
- 27.* The California tiger salamander habitat shall be created and established to the satisfaction of the Department of Fish and Game prior to any disturbance of existing breeding ponds.

- 28.* A qualified archaeological consultant shall meet on-site with the grading contractor and crew prior to the commencement of grading to instruct personnel on identifying possible indications of archaeological resources.
- 29.* A qualified arborist or horticultural consultant shall meet on-site with the grading contractor and crew prior to the commencement of grading to clearly identify and mark trees which shall be preserved as well as their driplines. Consultant shall also instruct the contractor and crew on measures which must be taken to preserve trees during earthmoving activity.
- 30.* Compliance with the construction grading plan and assurance that grading will be completed satisfactorily (brought to a stable and erosion resistant state) in the event the project is prematurely terminated shall be guaranteed in an amount and manner determined suitable by the Director of Public Works. Said guarantee shall be provided to the County of Alameda prior to issuance of a Grading Permit. Grading proposed to extend beyond the limits of a final subdivision map shall also be protected by the aforementioned guarantee.

GRADING, DRAINAGE AND EROSION/SEDIMENTATION CONTROL PLANS.

- 31.* The grading plan shall include provisions for monitoring fill settlement by a qualified geotechnical engineer to determine that significant settlement has ceased prior to construction of any structures on filled areas. Cut and fill slopes shall be no steeper than 2:1, exclusive of terraces and roundings at toes and heads, in accordance with the Alameda County Grading Ordinance. Terrace design shall comply with the Grading Ordinance.
- 32.* The drainage plan shall take into consideration the historical water levels in the upper aquifer, as defined by Zone 7, which supports sycamores on the adjacent Topham property and, to the extent possible, shall avoid changes which would affect that hydrological system.
- 33.* The drainage plan shall provide for the installation of a complete storm drainage system as soon as possible that will function during and after grading. Any landslide repair areas will require subsurface drains to collect groundwater flow. Diversion of one creek system to another and augmentation of flow to existing creeks shall be avoided. Roof gutters and downspouts shall be connected to the storm drain system via a closed system of non-perforated pipe. Exceptions to these requirements may be granted by the Planning Director, after consultation with and recommendation by the Director of Public Works, and upon determination that on- and off-site conditions will not be significantly adversely affected.
- 34.* The erosion and sedimentation control plan shall include provisions to keep flow velocities low through installation of drop structures or detention basins if needed. Responsibility for operation and maintenance of erosion and sedimentation systems, including runoff detention basins, shall be the responsibility of the developers until

tract improvements are accepted by the County or after one year of installation, whichever is later. The appropriate maintenance body, as determined under Provision 52, shall maintain the systems thereafter. Any construction proposed within stream channels must be reviewed by the Department of Fish and Game.

- 35.* The erosion and sedimentation control plan shall include seeding and mulching methods, rates and areas; a timetable for implementation of all required measures; and a maintenance program including inspection schedule and provisions for sediment disposal.
36. Independent professional soil, geologic, engineering, and natural resource management consultant(s) shall be provided through the County of Alameda, as required, at the developers' expense to:
 - a. review and advise the Director of Public Works on proposed grading and improvement plans; and
 - b. inspect and monitor construction activities associated with the project, including trenching, as they effect drainage, erosion, sedimentation, dust, water quality, slope stability, compaction, archaeological resources, vegetation, wildlife and other pertinent matters as determined by the Director of Public Works and Planning Director to assure the work is done in accordance with approved plans and to assist in expediting the completion and acceptance of the work by the County.

Said consultant, or consultants, shall have authority to advise the Director of Public Works and Planning Director on implementation of improvement plans and other related requirements and conditions.

GRADING AND CONSTRUCTION:

- 37.* No grading of the site shall occur which is not in compliance with the Grading Permit and this Planned Development District zoning. Grading shall be completed under the supervision of the Project Soils Engineer and/or Engineering Geologist, or Project Civil Engineer who shall upon its completion submit a declaration to the Director of Public Works that all work was done in accordance with the recommendations contained in the soil and geologic investigation reports and the approved plans and specifications. Inspections that will satisfy final subdivision map requirements shall be arranged with the Director of Public Works.
- 38.* No grading of the site shall occur between October 1 and April 15 of any year without the prior approval of the Director of Public Works. Said approval may be granted upon a showing by the Project Soils Engineer that grading during the winter will not create erosion or sedimentation problems off-site.

- 39.* Grading and construction activities, including vehicle access and equipment storage, shall be limited to portions of the site which are designated on the grading and Planned Development District plans to be disturbed.
- 40.* Grading activities shall be limited to between the hours of 7:00 a.m. and 6:00 p.m., Monday through Saturday. Once any units on the site are occupied, grading and construction shall be limited to weekdays between 8:00 a.m. and 6:00 p.m. Maintenance of construction equipment may occur any day between the hours of 7:00 a.m. and 8:00 p.m. If, in the opinion of the Director of Public Works, noise becomes a problem in the evening hours between 6:00 p.m. and 8:00 p.m., hours and/or permitted activities may be required to be adjusted. Hours and days of operation may be modified only with prior approval from the Director of Public Works.
- 41.* Grading activity shall be monitored by a qualified archaeologist. If archaeological remains are encountered during construction, construction in the vicinity shall be halted, the archaeologist consulted and the County Planning Department notified. If, in the opinion of the archaeologist, the remains are significant, measures, as may be required by the Planning Director, shall be taken to protect them.
- 42.* Developers shall retain the services of a qualified arborist or horticultural consultant during grading and construction to ensure that measures specified in the tree protection plan (required by Provision 14f) are properly implemented. No trees or areas marked for protection by the consultant shall be damaged or removed without the specific approval of the Director of Public Works. If trees designated to be preserved are damaged or removed during the course of construction activities, they shall be replaced at a ratio of 5 to 1.
- 43.* All internal combustion engines on grading or construction equipment used at the project site shall be equipped with a muffler equal to or better than that supplied by the vehicle manufacturer. All equipment shall be maintained in good mechanical condition so as to minimize noise and air pollution from faulty engine, drive train and other components. No muffler or exhaust system shall be equipped without cutout, bypass, or any similar device intended to thwart quieting. Contractor(s) shall provide written certification of compliance with this provision to the Director of Public Works annually through the duration of construction. In addition, if, in the course of routine inspection, County staff (or consultants responsible for monitoring site work) determine that there may be a violation, an inspection of equipment may be required and work may be stopped until the violation(s) is (are) corrected.
- 44.* In order to avoid downstream flooding, no significant concentration or augmentation of runoff above natural levels to natural drainage shall be permitted.
45. Blasting and the use of explosives shall be kept to a minimum. Appropriate State and local permits and approval of the Director of Public Works shall be obtained prior to use of explosives.

- 46.* Dust control measures, as approved by the Director of Public Works, shall be followed at all times during grading and construction operations. Construction contracts shall include provisions requiring that exposed disturbed surfaces shall be watered in the late morning and at the end of the day at a minimum; when wind speed exceeds 15 miles per hour, more frequent watering shall occur. Stockpiled earth and trucks hauling dirt and other materials shall be covered to reduce dust.
- 47.* Cut and fill shall be balanced in the subdivision. No material shall be exported from the site.
- 48.* Stockpiling of topsoil and/or design of haul cycles so that topsoil is not lost or mixed with other materials in fills shall be required so that revegetation of graded areas can take place, as much as possible, and shall be implemented as a part of a Grading Permit issued by the Director of Public Works.
- 49.* During critical summer low-water periods, as defined by the Director of Public Works, any creek water shall be collected above any grading/construction zones located on or near creekbeds or drainage areas, and the water shall be continuously piped through the zones, as required by the Director of Public Works.
- 50.* The storage of trash, construction debris, or materials shall not be allowed off site, in creek areas, or near significant vegetation during any phase of the project. Developers shall clean up trash or construction debris, prior to acceptance of the project by the Board of Supervisors.

MAINTENANCE:

51. Maintenance of facilities and improvements within the project shall be the sole responsibility of the project developers and property owners. Except as accepted voluntarily or as provided by law, neither the County of Alameda nor any other public agency shall be responsible for maintenance of facilities, equipment, improvements, or functions within the project.
52. Developers shall submit a detailed maintenance program for all aspects of the project prior to or concurrent with submittal of the first Tentative Map. Prior to or concurrent with approval of the first Tentative Map, a detailed maintenance program shall be approved by the Planning Director, after consultation with and recommendation by the Director of Public Works. Prior to or concurrent with filing of a Final Map, mechanisms for maintenance, as approved by the Planning Director, shall have been formed and be operational.
53. The maintenance program shall be prepared by a consultant approved by the Planning Director who is experienced in the provision of public and quasi-public services to and maintenance of facilities and equipment by a self-contained community. The consultant or associates shall also be experienced in fiscal and legal implications and requirements of such programs. Mechanisms which should be

evaluated include, but are not limited to, County Service Areas (CSA), Landscape and Lighting Districts (LLD), Mello-Roos Districts (MRD), Homeowners' Associations (HOA) and any appropriate combinations. In developing a maintenance program, the consultant shall consider requirements contained herein, other County, State or federally mandated legal requirements, and those requirements expected to be included in approval of a Tentative Map.

The maintenance program shall recommend appropriate tracking procedures and funding mechanisms to assess property owners for the costs of providing services, to provide adequate cash reserves as well as other guarantees for contingencies, and to contribute to a sinking fund to replace facilities when they reach their life expectancy. The draft maintenance program shall include a fiscal section clearly outlining all costs, revenues, and guarantees. The fiscal section shall include a burden analysis that estimates what each homeowner in the proposed project would be required to pay in dues, fees, or assessments for all services and maintenance and scheduled replacement of facilities. The analysis shall also indicate the minimum number of units required to pay for the needed services, and the ability of the project to meet that minimum on a phase-by-phase basis. The analysis shall answer the following questions:

- a. What is the project's ability to pay for necessary services in the early phases of development?
- b. Who will pay for the shortfall, if necessary?
- c. Who will pay should the developers be unable to fulfill their obligations prior to project completion or transfer to the appropriate maintenance body?

The maintenance program may provide for contracts with appropriate persons or entities to conduct and manage services as listed below. To the extent that a CSA, LLD, and/or MRD is used, the maintenance program shall define County responsibilities and lines of authority for persons or entities carrying out management and operational duties. The maintenance program shall be tailored to fit the specific organizational and management structure of the pertinent operating departments of Alameda County government. It shall provide for payment by the project of all costs incurred by the County in performing these functions and services, including a program of guarantees and advance deposits.

54. The following is a list of functions or facilities which must be considered in preparing and adopting a maintenance program. They are not in order of importance. Additional items may be added by the County or consultant.
 - a. Require that payment of dues, fees, and assessments shall be both a lien against the assessed land and a personal obligation of each property owner; and that assessments from a CSA, LLD, and/or MRD will be levied and

collected at the same time, and in the same manner as property taxes, and will be subject to the same fines, penalties, and forfeitures.

- b. Maintain public liability insurance indemnifying the County against liability for personal injury or property damage caused by or resulting from development or improper maintenance of the project.
- c. Provide indemnification as specified in Exhibit D-1 to assure that adjacent landowners involved in farming and ranching activities are held harmless and financially protected from the development's residents, guests or invitees.
- d. Provide for enforcement of all requirements and restrictions.
- e. Require that new or changed CC&R's applicable to any or all units or lots shall first be approved by the Planning Department to ensure conformity with these provisions, with those placed on Tentative Map approval, and with requirements of any other maintenance mechanism.
- f. Require that a perpetual easement for access to all commonly owned areas shall be granted to the appropriate maintenance entity to perform authorized functions.
- g. Provide that maintenance of common areas including streets; landscaped and natural open space areas; California tiger salamander habitat; landscape buffer and berm along the Foley property line; graded slopes, erosion control plantings, drainage, erosion and sedimentation control improvements; and emergency access roads be the responsibility of the developers during construction stages and for one year after acceptance of improvements by Alameda County. Thereafter, maintenance is to be the responsibility of the appropriate maintenance mechanism as determined by the Planning Director.
- h. Provide that all landscaping installed by the developers outside private lots shall be maintained by the developers until tract improvements are accepted by the County or after one year of installation, whichever is later. Thereafter, landscape maintenance shall be the responsibility of the appropriate maintenance mechanism as determined by the Planning Director. All landscaping installed by the developers on private lots is to be maintained by the developers until the lot is sold and occupied.
- i. Provide full funding for all costs over and above the average Countywide average expenditure from property tax assessments for police and fire protection services to the development, including specifications of the Alameda County Fire Patrol in its letter to the Planning Department dated February 8, 1990. Property tax assessments may fund up to the average Countywide expenditure for these services. Costs over and above the average

Countywide expenditure for these services shall be funded through special assessments.

- j. Maintain all project streets, street lighting, and parking areas, including emergency access roads.
- k. Maintain and operate the on-site wastewater treatment facility by a CSA, if Zone 7 does not assume the responsibility.
- l. Maintain permanent drainage, erosion control and water quality facilities for the life of the development.
- m. Inspect and maintain slopes and facilities prior to October 1 of each year; repair any mass soil movement or erosion in a timely manner.
- n. Maintain common landscaped areas, including the buffer and fence along the property line shared by the Foley Ranch.
- o. Maintain the riparian preserve areas and California tiger salamander habitat preserve, in accordance with plans on file with the Planning Department, for the life of the project.
- p. Perform street sweeping on a regular schedule, as approved by the Director of Public Works, to minimize trash, oil and grease, and other toxic urban runoff to watercourses.
- q. Define who will own all common areas, including project recreation area, and landscaped and natural open space.
- r. Require that common areas and private properties be maintained in good repair.
- s. Allow parking in designated locations only and post streets accordingly.
- t. Require that all residential garages are to have sufficient area for two parking spaces. Garages are not to be used for storage that encroaches upon the required parking spaces.
- u. Require that in residential areas, parking or storage of recreational vehicles or trailer-hauled boats to be subject to the regulations of the Alameda County Zoning Ordinances.
- v. Require that for all private lots, property owners are to install and maintain landscaping and any necessary engineering measures for slope stability to prevent and repair mass soil movement and erosion occurring on private

property. Provide authority and responsibility to enforce this provision by performing necessary work and assessing the property owner.

- w. Distribute the natural habitat preservation booklet described in Provision 15d to all new property owners within the project.
- x. Provide for internal design review authority for all construction and landscaping of private lots within the development, through formation of an Architecture/Landscape Review Board. Approval of this Board to be required for changes to building exteriors, including colors. Architectural design and site planning program (pursuant to Provision 9f) and the landscape program (pursuant to Provision 14g) should provide the basis for design decisions by this Board.
- y. Conform to the overall project fencing plan for private lots.
- z.* Provide property owners with information available from public agencies concerning alternatives to commuting by private automobile, including transit and carpooling services.
- aa. Grant, authorize, and empower the County to:
 - 1) Determine that a special assessment is necessary to repair the common area or any part thereof to the standard in the neighborhood and place a special assessment on the individual units for that purpose at the County's discretion. In furtherance of such grant, authority, or power, the County may place a lien on each unit in the project.
 - 2) Perform any work at County's discretion in the common area, or any part thereof, to bring common area in compliance with the ordinances of the County in effect at the time of commencement of project construction. County may perform any work in common area, or any part thereof, necessary to prevent common area from becoming in violation or further violation of any ordinance of the County.
 - 3) Enforce any of the CC&R's for the project at the County's discretion.

OCCUPANCY:

55. Prior to occupancy of any dwelling units in the project, a letter, or letters, shall be submitted by the Project Civil Engineer stating that the project, as built to date, is in compliance with the applicable provisions of this District.

NOTIFICATION TO PROPERTY OWNERS:

- 56.* Deeds for properties located within 1,000 feet of the state-designated "Regionally Significant Construction Aggregate Resource Sector" shall include notification to purchasers and lenders that the properties are located in proximity to the resource sector and that there is a remote possibility that at some time in the future, the resource could be mined. If this were the case, there could be attendant nuisances associated with the mining of sand and gravel, including dust, noise, and unattractive visual appearance. The precise wording of this notification shall be approved by the Planning Director prior to filing the Final Map.
- 57.* All property owners shall be notified that:
- a. certain nuisances associated with agricultural practices, both on-site and on adjacent properties, may affect project residents. Potential nuisances include, but are not limited to, noise, odors, dust, chemicals and other sprays, insects, and rodents;
 - b. legal agricultural activities will not be curtailed as the result of the introduction of residential uses into the area;
 - c. under the Alameda County Right-to-Farm Ordinance, residents of Alameda County, including adjacent landowners, have the right to farm and all those rights entail;
 - d. property owners, their invitees, guests, and agents assume the risk of living or working adjacent to landowners involved in agricultural practices and bear the duty to educate and inform themselves, invitees, guests, and agents of the dangers involved in trespassing on adjacent landowners' property; and
 - e. restrictions exist on keeping of certain types of animals on the properties.

Notification of the information discussed above shall be given by the developers, their assignees or transferees and the homeowners' association, its representatives, agents, or managers through the following means: deeds, CC&R's and leases; title reports; and posting of signs and/or notices and/or distribution of flyers informing property owners of specially scheduled occurrences which may be perceived as nuisances (e.g., periodic chemical spraying). Further, the Alameda County Right-to-Farm Ordinance in its entirety shall be attached to all deeds, leases, and CC&R's. Failure of notification (i.e., non-disclosure) will not affect the title nor recording of any document but may subject the seller or lessor or their respective agent to civil action by the purchaser or lessee for any damages incurred as a result of non-disclosure.

This notification shall also be provided to guests, members or invitees of the golf club by the golf club's owner, managing agent or representative through posting a notice in a conspicuous place in the clubhouse or other means.

MITIGATION FEES:

- 58.* Developers shall pay a mitigation fee to the County of Alameda to compensate for the loss of 300 acres of lands containing soils considered "good" or "very good" for viticulture, as identified by the U.S.D.A. Soil Conservation Service Soil Survey, and to compensate for the conversion of approximately 950 acres of open space to urban uses. Fees shall be computed at \$2.50 per square foot total floor area for dwelling units, commercial facilities (excluding the wineries noted in Provision 6b and the wastewater treatment plant, which shall not be subject to the mitigation fees), golf clubhouse and inn, to be paid prior to issuance of building permits. Minimum fee per dwelling unit shall be \$10,000. Fees shall be increased annually to account for inflation, based on the Consumer Price Index, beginning after two years from the date of project approval.

The County of Alameda shall collect fees and determine the use or uses for the funds which would preserve and/or promote active agriculture, with an emphasis on viticulture, or preserve open space in the South Livermore Valley. If determined appropriate by the County of Alameda, fees could be directed to an agricultural land trust formed to carry out these objectives. Fees could provide a source of funds for the County to purchase fee title or development rights on active agricultural or open space parcels within the South Livermore Valley and the viticultural areas of Sunol and Palomares Canyon. In using mitigation fees to preserve and promote agriculture, the County may also apply funds toward reducing the growth-inducing potential of this project by purchasing land in fee title or through acquisition of open space easements on properties which may have enhanced development potential as a result of the approval of urban development on the Ruby Hill site.

Notwithstanding the fact that fees imposed under this Provision are due at the time of building permit issuance, the developer shall make available \$100,000 of the fees payable under this Provision in advance of their otherwise applicable due date in order to assist in funding the County's preparation and environmental analysis of the South Livermore Valley Area Plan and General Plan Amendment. Said amount shall be payable in four installments of \$25,000 each, due upon request by the Planning Department with not less than 10 days notice, when needed for funding of the study and/or environmental analysis. The developer shall receive a credit for all such funds advanced against mitigation fees imposed by this Provision. The developer shall be entitled to take those credits against the fees due first in time and shall not be obligated to pay additional fees in order to obtain building permits until those credits are exhausted.

- 59.* Developers shall pay the school impact fees required by law. Further, the developers shall cooperate with the Pleasanton Unified School District (PUSD) in establishing an areawide Mello-Roos District or similar district to include all new development which would benefit from new or additions to school facilities within the PUSD. Through this special district, the developers of this and other projects would pay for construction and improvements based on the percentage of their impacts on the

PUSD. Developers shall also participate with the PUSD to identify suitable school sites on- or off-site.

- 60.* At the time of issuance of a building permit for any use in the project, developers shall pay a traffic mitigation fee in accordance with the Alameda County Cumulative Traffic Impact Mitigation Fee Ordinance (Ordinance No. 88-77), as amended or superseded. In no event shall the mitigation fee for this project be eliminated or reduced below that required in Ordinance No. 88-77 should that ordinance be repealed.
61. At the time of issuance of a building permit for each dwelling unit, the developers shall pay a \$1,600 fee (1990 dollars) to the County of Alameda to provide local affordable rental or for-sale housing. This fee shall increase 5% per year. All fees paid shall be earmarked exclusively for provision of housing through construction, rent or financing subsidies, or other methods, and except for direct administrative costs shall not be used for salaries or other overhead expenses, nor shall they be used to free monies for salaries or other overhead expenses which otherwise would have been used for provision of housing. The Board of Supervisors shall approve the program for use of this fund. "Affordable rental housing" is defined as housing that is priced such that it is affordable to very low income households (e.g. households with income equal to or less than fifty percent (50%) of the County median income, adjusted for family size) and rented only to persons who fall within this definition. Affordable rent (including utilities) shall not exceed thirty percent (30%) of the household's gross income. "Affordable for-sale housing" is defined as housing that is priced such that it is affordable to low income households (e.g. households with income equal to or less than eighty (80%) of the County median income, adjusted for family size) and sold only to persons who fall within this definition. Affordable sales prices shall be such that the monthly payments, including property taxes, do not exceed thirty percent (30%) of the household's gross income. Affordable for-sale housing shall include restrictions to ensure that resale of the house is at such a price and to such persons as defined above. Affordable rental and for-sale housing shall be available to the following priority list: a) current residents of the unincorporated portions of the Livermore - Amador Valley Planning Area; b) current residents of cities located in the Livermore - Amador Valley Planning Area; c) other current Alameda County residents. Developers may submit for approval by the County a proposal for use of the affordable housing funds in a project that meets the criteria of this section.

AGRICULTURAL PROVISIONS

- 62.* The initial 300 acres designated in Exhibit "C" for viticulture on-site shall be dedicated to viticultural use in Phase I of the project. The 280 acres to be planted in wine grapes shall be planted in wine grapes prior to filing the Final Map for Phase I of the project or guarantees shall be made that such planting will occur within 24 months of filing the Final Map. Renovation of the two wineries to be restored may occur in conjunction with construction of Phase I. Any additional acreage required

to be dedicated to viticulture, and planted in wine grapes, shall be planted in wine grapes prior to filing the Final Map containing the 400th residential lot in the project. Developers shall submit evidence to the Planning Director prior to filing each Final Map that a long-term agreement for operation and maintenance of the vineyards to be planted in connection with the filing of that Final Map has been signed.

- 63.* As shown on Exhibit "B," developers shall record agricultural-open space easements on lands dedicated to viticulture, golf course, and salamander habitat. Easements recorded against any off-site acreage dedicated to viticulture pursuant to provision 6(b) shall not preclude the development of vineyard estates (residential use) on such property if otherwise permitted by the General Plan. Such units shall not be included in calculating the number of dwelling units in the project.
- 64.* As required under the program outlined in Provision 9e, physical and spatial barriers shall be incorporated into the development plan as shown on Exhibit "C" to separate areas of intensive human activity from areas where agriculture will take place. An easement or deed restriction shall be recorded on portions of private lots within buffer zones. The easement or deed restriction shall preclude any substantive structures within this setback.
- 65.* A buffer shall be included between the Ruby Hill development and the Foley Ranch to the west of the project. The buffer is intended to a) minimize potential for noise, dust, and odor associated with the cattle ranching and farming operation from affecting Ruby Hill residents and guests; b) prevent activity within the Ruby Hill development from disturbing or interfering with the daily functioning of the cattle ranching operation; and c) minimize the potential for trespass onto the Foley property. The buffer shall include the following components:
- a. Expanded Vineyard: Additional vineyard area, as shown on Exhibit "B" "Expanded Vineyard," shall be planted with vines to separate the Foleys' holding pens from residential development. The Expanded Vineyard area is intended to minimize the effects on residential development from any interference and conflict with the operation of the holding pens operated by the Foleys.
 - b. Buffer Width: A landscaped buffer (shown on Exhibit "B"), no less than 100 feet and 50 feet wide, as indicated below, shall be included along the property line between the Foley property and the edge of a roadway or any private property line within the Ruby Hill project. The 100 foot buffer shall extend from the Expanded Vineyard along the entire corridor used by the Foleys for moving cattle, as shown on Exhibit "B." The 50 foot wide buffer shall extend approximately 1,600 feet beyond the terminus of the 100 foot buffer, as shown on Exhibit "B."

- c. Berm: The 100 foot wide buffer shall contain a berm with a preferred slope ratio of approximately 3 to 1 (horizontal to vertical). The berm is intended to create elevational differences between the Foley property and the project so as to minimize views of the cattle moving and holding areas. Based on precise grading and development design, field conditions, and the objectives of this provision, the Planning Director may modify the berm design and location anytime during the development process. The respective property owners shall be notified prior to any modification, and the decision of the Planning Director may be appealed to the Board of Supervisors.
 - d. Landscaping: The buffer shall be attractively and fully landscaped with native trees and shrubbery, as approved by the Planning Director. Trees shall grow to a height of at least 15 feet above the berm for visual screening as well as to minimize dust, noise and odors from crossing the buffer. Existing olive trees shall be preserved and incorporated into the landscaping of the buffer, as feasible.
 - e. Signs: The buffer shall be posted with "no trespassing" signs at frequent intervals to effectively alert residents of the project that the buffer and the berm are not to be used for recreational or other purposes.
 - f. Fence: Developers shall construct a fence at least 7 feet high along the entire property line between the Foley property and the project. Design shall be approved by the Planning Director.
 - g. Timing/Maintenance: The buffer, berm, signs, fence, and all landscaping shall be constructed by the developers during the first phase of project development and shall be maintained by the appropriate maintenance body, as determined under Provision 52, for the life of the project.
66. If property accrues to either the developer or the County of Alameda as a result of the realignment of State Route 84, the resulting additional acreage shall be dedicated to viticulture, planted in wine grapes, and protected from future development through recordation of agricultural-open space easements (pursuant to Provision 63).
- 67.* Developers shall pay the entire cost of design, right-of-way acquisition, relocation and installation of utilities, and construction of the following improvements:
- a. Traffic signals at the intersections of Vineyard Avenue/Ruby Hill (north entrance), Vallecitos Road/Ruby Hill (south entrance), and Vineyard Avenue/Vallecitos Road.
 - b. Widening and road improvements, including but not limited to, grading, paving, drainage, striping, channelization, signing, lighting, utility installation and relocation, bicycle lanes, and transit stop and shelter along the site's frontages on Vineyard Avenue and Vallecitos Road, and along frontages of

properties adjacent to or near the site. In addition, developers shall contribute a proportionate share of the cost of realignment of the sharp curves along Vineyard Avenue between the site and the City of Pleasanton. Specific improvements shall be determined by the Planning Director at the time of Tentative Map approval, based on consultation with the Director of Public Works, Caltrans, and the Cities of Pleasanton and Livermore.

- c. Eastbound right-turn lane and westbound left-turn lane on Vineyard Avenue at the project entrance.
 - d. Southbound right-turn lane and northbound left-turn lane on Vallecitos Road at project entrance.
 - e. Southbound right-turn lane on First Street at Vineyard Avenue, or westbound right-turn lane on Vineyard Avenue.
 - f. Second westbound left-turn lane on Stanley Boulevard at the SR 84 southbound ramps.
 - g. Two northbound through-lanes on Vallecitos Road 200 to 300 feet in advance of the Vineyard/Vallecitos intersection if funds to construct State Route 84 beyond a two-lane road between Las Positas Avenue and Concannon Boulevard are not committed by January 1, 1993. (Since this improvement is required to accommodate traffic in addition to that generated by Ruby Hill, the developers should receive reimbursement for the costs of the improvement from other developments as they occur.)
68. Developers shall contribute to the cost of future intersection improvements needed to mitigate cumulative traffic impacts in direct proportion to the percentage share of traffic contribution where that contribution exceeds 5 percent of the capacity of the intersection. Specific amounts and timing of payment shall be determined prior to filing of the Final Map.
69. Installation of on- and off-site traffic improvements and mitigation shall be phased in a manner consistent with phasing of the project and off-site transportation needs. A detailed project and mitigation phasing program, including evaluation and recommendation by an independent traffic engineer shall be approved by the Planning Director as a part of Exhibit "C," after consultation with the Director of Public Works, Caltrans, and the Cities of Pleasanton and Livermore. The program shall recognize that certain off-site traffic improvements which are the responsibility of other agencies may affect phasing and shall include contingency plans should these other improvements not be completed.
70. Precise design of on- and off-site traffic improvements and mitigation by phase, evaluation of an independent traffic engineer, preparation of necessary environmental

documents, filing of appropriate guarantees and issuance of necessary permits from the County or State shall be required prior to filing of each Final Map.

WASTEWATER TREATMENT FACILITY

- 71.* The wastewater treatment facility shall comply with discharge requirements established by the RWQCB. The design of the plant shall meet or exceed requirements of RWQCB, Zone 7, California Department of Health, Alameda County Health Care Services Agency, and any other responsible agencies as may be required by statutory responsibilities for each agency.
- 72.* The wastewater treatment facility shall be operational prior to initial occupancy.
- 73.* The wastewater treatment facility shall be operated by Zone 7 or an independent qualified operator, under the governance of the County Board of Supervisors. Costs to construct, operate, and maintain the facility shall be borne exclusively by the developers and the residents through an assessment on each property served by the facility. The assessment shall include a contingency fund in an amount to be approved by the RWQCB and either the County Service Area or Zone 7 (depending upon which public agency assumes responsibility for operation and maintenance for the facility). The assessment shall also include a sinking fund sufficient to replace the plant at the end of its useful life.
- 74.* Any property owners' association within the project shall indemnify and hold harmless the County from any claims arising in connection with the operation of the wastewater treatment facility.
- 75.* A water quality testing and monitoring program shall be approved by RWQCB prior to issuance of any permits to construct the facility.
- 76.* Under no circumstances may treated or untreated wastewater be discharged into the Arroyo del Valle, unless a permit is received from the RWQCB authorizing discharge.
- 77.* The design of the plant shall include odor-scrubbing mechanisms. A program to monitor odors emanating from the plant which can be detected on- or off-site shall be approved by the Planning Director prior to issuance of any permits to construct the facility. Odor measurements shall be continuously maintained by the plant operator and available to the Planning Director or designee. If odors are found to be adverse, additional odor control measures shall be imposed by the Planning Director to reduce odors.
- 78.* The plant shall be designed to appear similar in size, scale and architectural treatment to a house in the development. Landscaping shall be used to screen the facility as necessary from on-site and off-site viewpoints. Pond areas shall be protected to prevent trespassing.

- 79.* Site preparation and construction of the wastewater treatment facility may begin prior to filing of a Final Map. Developers shall post a bond guaranteeing the costs to remove the facility and restore the site to its pre-construction state, in the event that the project is not constructed.
- 80.* Treatment level of the wastewater shall be of satisfactory quality to permit use of the wastewater for irrigation purposes.
- 81.* Design capacity, excluding the multiple redundant units, shall be limited to the number of dwelling units and other facilities finally approved in the development. In no event shall the plant be designed to accommodate more than 850 dwelling units along with the other uses.

**PROVISIONS OF RECLASSIFICATION
1837TH ZONING UNIT
RUBY HILL**

CONDITIONS OF APPROVAL WITH RESPECT TO LIABILITIES

To assure that adjacent landowners involved in farming and ranching activities are held harmless and financially protected from the development's residents, guests or invitees, the Developer and its assignees or transferees shall provide the following in deeds, leases, covenants, conditions and restrictions.

1. Hold harmless: The Property Owner, including the Developer, Homeowner, homeowners' association and their assignees, transferees and heirs (herein "Homeowners") shall hold adjacent landowners and their assignees, transferees and heirs (herein "Landowners") harmless from any and all claims for their legal farming and legal ranching practices (herein "agricultural practices") so long as such claims are asserted by Homeowners.
2. Indemnity: Homeowners shall be solely responsible for and shall indemnify, protect, defend and hold harmless adjacent Landowners and their agents, employees and representatives (collectively hereinafter referred to as the "Indemnitees") from and against the following:
 - (a) any and all costs, claims or liabilities arising from indemnitees' use of Landowners Property; Homeowners' trespass onto Landowners Property; the lawful conduct of Indemnitees' agricultural practices of business; anything else done or permitted by Indemnitees to be done in or about Landowners Property; or any other acts or omissions of Indemnitees. Homeowners shall also indemnify Indemnitees against and hold Indemnitees harmless from any and all costs, expenses, demands and liability incurred by Indemnitees if Indemnitees become or are made a party to any claim or action: (i) instructed by any third party against Indemnitees so long as such claims are asserted by Homeowners, (ii) otherwise arising out of or resulting from any act or transaction of Homeowners; or (iii) necessary to protect Indemnitees interest under this indemnification in a bankruptcy proceeding, or other proceeding under Title 11 of the United States Code, as amended; which bankruptcy, and proceeding affect an indemnitor.
 - (b) any and all claims, costs, penalties, fines, losses, liabilities, attorneys' fees, damages, injuries, causes of action, judgments, and expenses which arise during or after the term of the Homeowners' ownership or residence as a result to Indemnitees receiving, handling, using, storage, accumulation,

transportation, generation, spillage, migration, discharge, release or disposal of chemicals, sprays, machinery or animals in, upon or about the Landowners' property or by their agents, employees, contractors, licensees or invitees. This indemnification of the Indemnitees by Homeowners includes, without limitation, any and all costs incurred in connection with any legally required investigation of conditions and any cleanup, remediation, removal or restoration work required by any federal, state or local governmental agency or political subdivision because of the above agricultural practices in or on the soil, subsoils, groundwater or elsewhere in, on, under or about the Landowners' property or Homeowners' property as a result of the agricultural practices by Homeowners during the term of this development. This indemnity is not intended to modify the County of Alameda's Right to Farm Ordinance.

- (c) This indemnification by Homeowners under this section shall survive the term of this development. While this indemnification shall not include payment of judgments for intentional tortious acts by Indemnitees, Homeowners shall have the duty to defend any claim coming within this section even if a claim of an intentional tortious act by Indemnitees is coupled with a claim subject to indemnity under this Agreement.

- 3. Attorney Fees and Defense: Homeowners shall defend Landowners against any such claim or action as described above at Homeowners' expense, with counsel reasonable acceptable to Landowners, which consent to counsel shall not be unreasonable withheld; or, Homeowners shall reimburse Landowners for any legal fees or costs incurred by Landowners in any such claim or action which shall be due and payable within thirty (30) days of Landowners' written demand.
- 4. Liability Insurance: During the term of the development, Homeowners shall maintain a policy of comprehensive liability insurance, including coverage of contractual liability, at Homeowners' expense, naming Landowners, their officers, directors, employees, agents, assignees, transferees, and heirs as insured parties against any and all liability arising out of their ownership, use, occupancy or maintenance of Landowners' property. The initial amount of such insurance shall be at least Five Million Dollars (\$5,000,000.), comprised of a One Million Dollar (\$1,000,000.) primary policy and a Four Million Dollar (\$4,000,000.) umbrella policy and shall be subject to periodic increase, in One Million Dollar (\$1,000,000.) increments, based on the increase in the Consumer Price Index for All Urban Consumers for the San Francisco-San Jose Area, 1982-1984 = 100 issued by the United States Department of Labor, Bureau of Labor Statistics (CPI). At such time as the increase in the CPI over the first policy year would require an increase of Five Hundred Thousand Dollars (\$500,000.), the amount of coverage shall be increased by One Million Dollars (\$1,000,000.). However, the amount of such insurance shall not limit Homeowners' liability or relieve Homeowners of any obligation under these provisions. The policy shall contain cross-liability endorsements, if applicable, and shall insure Homeowners' performance of the indemnity provisions of the above

sections. Homeowners may, at Homeowners' expense, maintain such other liability insurance as Homeowners deem necessary to protect Homeowners.

5. Payment of Premiums; Evidence and Cancellation of Insurance Policies: Homeowners shall pay all premiums for the insurance policies as described in this section (n.) within fifteen (15) days after receipt by Homeowners of a copy of the premium statement or other evidence of the amount due. Homeowners shall provide Landowners with proof of insurance for each policy period. The insurance policy shall provide the Landowners shall receive at least thirty (30) days notice prior to cancellation of coverage and Homeowners shall not cancel the Policy without providing Landowners written notice within a minimum of thirty (30) days prior to any cancellation. All insurance shall be maintained with companies holding a "General Policyholder's Rating" of a VI or better, as set forth in the current issue of "Best's Insurance Guide".
6. Waiver of Subrogation: Landowners and Homeowners each hereby waive any and all rights of recovery against the other, or against the officers, employees, agents or representatives of the other, for loss of or damage to their property or the property of others under their control if such loss or damage is covered by the insurance policy in force at the time of such loss or damage. Upon obtaining the policies of insurance described herein, Landowners and Homeowners shall give notice to the insurance carrier or carriers of the foregoing mutual waiver of subrogation under these conditions.

EXHIBIT F

CITY COUNCIL Conditions of Approval Tract 6452 - Ruby Hill (February 18, 1992)

A. General Conditions

1. The proposed development shall conform substantially to the site plans, elevations, and related materials, Exhibit A (dated "Received February 12, 1992"), on file with the Planning Department, except as modified by these conditions.
2. Prior to submittal of any phase of a Final Map(s), the map shall conform substantially to the City's subdivision ordinance, Chapter 19 of the Municipal Code, subject to the review and approval of the Director of Public Works and the Planning Director.
3. This project shall be subject to the Standard Conditions for Tentative Maps, attached hereto and made part of this case by reference.
4. All conditions must be accomplished prior to City Council approval of any Final Map(s), unless another time of compliance is specified below. Installation of improvements shall be guaranteed under a Subdivision Agreement approved by the City Council. Inspections shall be certified by a registered engineer or by Public Works Department, at the option of the Director of Public Works. All improvements guaranteed under this Agreement shall be completed by the land divider and accepted by the City Council prior to release of improvement guarantees.
5. All conditions of the Pre-Annexation Agreement between the Developer and the City, and all conditions of the Development Agreement between the County and the Developer, shall be adhered to.
6. Prior to submittal of any phase of the Final Map(s), the applicant shall identify a potable, public water source with the capacity to serve the proposed development, subject to the review and approval of the City Engineer and the City Attorney. The applicant shall prepare improvement plans for construction and installation of any and all improvements necessary to provide adequate water service to the site, subject to the review and approval of the City Engineer. The developer shall be responsible for all installation of said improvements including, but not limited to: consultant fees incurred researching a water supply; installation of all water lines to the project site

and within the project; consultant fees and other expenses related to location of the water tanks; all expenses related to siting, construction and maintenance of water tanks. All consultant documents, improvement plans, etc. shall be subject to the review and approval of the City Engineer prior to submittal of a Final Map(s). If said improvements also could serve adjoining properties within the incorporated boundaries of the City, the developer may enter into an agreement with the City for re-imbursement for provided improvements from benefitting properties at the time they develop.

7. Prior to submittal of any phase of the Final Map(s) and subject to the review and approval of the City Engineer, the applicant shall identify, or provide improvement plans for, an appropriately-designed public sewerage system. The applicant shall prepare improvement plans for construction and installation of any and all improvements necessary to provide adequate sewer service to the site, subject to the review and approval of the City Engineer. The developer shall be responsible for all installation of said improvements. If said improvements also could serve adjoining properties within the incorporated boundaries of the City, the developer may enter into an agreement with the City for re-imbursement for provided improvements from benefitting properties at the time they develop.

8. Prior to submittal of any phase of the Final Map(s), the applicant shall submit to the City Attorney for review and approval a draft of Conditions, Covenants and Restrictions (CC&Rs) indicating methods of common area maintenance, street maintenance, etc.

9. The applicant shall submit a Final Map(s) for review and approval in phases according to the Growth Management Agreement approvals. In accordance with the Pre-Annexation agreement, the first Final Map shall not show more than 350 lots.

10. Prior to approval of any phase of the Final Map(s), the applicant shall prepare and submit grading and construction phasing plans, subject to the review and approval of the City Engineer.

11. Unless otherwise modified by these conditions, the developer shall comply with all County of Alameda provisions of reclassification (conditions of approval) for the 1837th Zoning Unit (Ruby Hill), which are made part of this case by reference.

12. Unless otherwise modified by these conditions, the developer shall comply with all County of Alameda conditions of approval of Tentative Map, Tract 6452, which are made part of this case by reference.

13. Any Final Map submitted for review and approval shall be limited to indicate only the 350 units which have been approved for construction according to the City's

Growth Management Program allocation for Ruby Hill, and in accordance with the Pre-Annexation Agreement. The developer shall apply for all other Growth Management allocations prior to submittal of any other Final Map.

B. STUDIES, PROGRAMS AND PLANS TO BE APPROVED BY THE PLANNING DIRECTOR OR DIRECTOR OF PUBLIC WORKS PRIOR TO CITY COUNCIL APPROVAL OF A FINAL MAP(S)

1. A final, detailed soils, geologic and geotechnical report shall be approved by the City consulting geologist, prior to initiation of each phase of grading or recording of any Final Map(s). Geotechnical consultants shall review grading plans and comment on their adequacy and recommend revisions to the plans, as necessary.
2. All required plans, specifications, supplemental environmental analysis, and technical data necessary to complete the Final Map(s) shall be filed with the Director of Public Works. Requirements for filing the map, review fees, improvements and inspections of work shall be determined by the Director.
3. A current title report and copies of the recorded deeds of all parties having record title interest in the property to be divided and copies of deeds for adjoining properties shall be submitted to the Director of Public Works.
4. Letters or permits from the U.S. Army Corps of Engineers and State Department of Fish and Game shall be submitted indicating that necessary permits for altering or filling watercourses have been obtained, based on final grading and improvement plans, including all development and bank stabilization measures within riparian zones, as approved by the Director of Public Works; or that such permits are not required for the project.
5. A water conservation program describing methods and equipment to maximize water conservation in all project irrigation, including the golf course, vineyards, common open space and landscaped areas, and privately-owned landscaped areas, prepared by the independent consultant under the direction of the Planning Director. CC&R's shall include specifications to minimize water consumption in private landscape irrigation which must be followed by all property owners.
6. A transportation systems management plan including measures which would enable and encourage reduction in project-related automobile trips shall be submitted for approval by the Planning Director.
7. An acoustical study shall be conducted by a qualified acoustical engineer for proposed residential areas along State Route 84. The study shall analyze projected traffic along the thoroughfare and ascertain the need for sound attenuation in adjacent

dwellings. Recommendations of this report shall be followed in the construction of the affected dwellings.

8. Prior to approval of any Final Map(s), the applicant shall submit to the Planning Director for review and approval a sign program for recreational uses, residential street signing and identification. Said program shall include general requirements as to location, size, height, materials, colors, lighting, and maintenance, and shall be compatible with landscaping and architectural guidelines. This program may be referred to the Design Review Board for review.

9. Prior to filing of any Final Map(s), additional traffic and design studies for facilities on and off-site as identified by the Pre-Annexation Agreement may be required at the discretion of the Director of Public Works at the sole cost of the developer.

C. SITE ALTERATIONS, REVISIONS

1. During review of the Final Map(s), any changes in the approved Land Use and Development Plan shall be authorized through zoning approval and may require modification of the Tentative Map only to the extent listed below:

a. Grades may be changed a maximum of 10 feet. Grade changes between 10 and 20 feet may be granted by the Planning Director and Director of Public Works, as long as the grade changes produce a beneficial result in terms of lot drainage, visual impact, reduction of grading, etc., as determined by the Planning Director and Director of Public Works;

b. Lot lines may be adjusted provided that overall number of lots remain the same or are reduced and lot sizes and configurations comply with these provisions;

c. Street alignment and design may be modified, provided that any revised street design is approved in subsequent Final Map actions. Detailed street grade or alignment may be modified as necessary to serve revised grading which may be authorized pursuant to above, or as necessary to adjust to field conditions as determined by the Director of Public Works.

2. To provide for circulation and emergency vehicles access, the Final Map(s) shall show the following, subject to the review and approval of the Planning Director, Director of Public Works and the City's Fire Marshall:

a. Street C-1 shall connect to Street A.

b. Street I shall connect with G or F-1 streets via an Emergency Vehicle Access (EVA). This EVA shall utilize at a minimum, unless otherwise approved, an eight-foot wide hard surface golf cart path with a one-foot wide area of turf block or other suitable material on either side.

3. The project street on the Vallecitos Road entrance shall be designed similarly to the Vineyard Avenue entrance, including a guard kiosk and turn-around and wide enough to accommodate two in-bound lanes (one guest, one resident). The guard kiosk should be placed at least 100 feet from the curb return to allow for adequate stacking and maneuvering, subject to the review and approval of the Director of Public Works and the Planning Director.

D. GRADING

1. The following shall be submitted to the Director of Public Works, prior to acceptance of final improvements by the City Council.

a. A record grading plan, prepared by a registered civil engineer, including original ground surface elevations, as-graded surface elevations, lot drainage, and location of surface and subsurface drainage facilities.

b. A complete record, including location and elevation of all field density tests and a summary of all field and laboratory tests.

c. A declaration, by a civil engineer and geologist, that all work was done in accordance with the recommendations contained in the soil and geologic investigation report and approved plans and specifications.

d. Where soil or geologic conditions encountered in grading operations are different from that anticipated in the soil and geologic investigation report, or where such conditions warrant changes to the recommendations contained in the original soil investigation, a revised soil or geologic report shall be submitted for approval and shall be accompanied by an engineering and geological opinion as to the safety of the site from hazards of land slippage, erosion, settlement and seismic activity.

2. All fill banks shall be graded at a 3:1 slope, except those created as a result of landslide repair in areas with no buildings and where the natural, ungraded slope is steeper than 3:1. In these instances, the landslide repair area or graded slope shall match as closely as possible the natural slope prior to grading. Any fill slopes steeper than 3:1 shall be subject to the review and approval of the Public Works Director.

3. The project grading for landslide repair shall conform with all mitigation measures recommended in the Final EIR and any subsequent geological/geotechnical reports subject to the review and approval of the City Engineer.

4. Detailed grading, drainage, and erosion/sedimentation control plans, including mitigation of existing drainage and erosion problems on-and off-site, shall be submitted for review and approval by the Director of Public Works. No grading shall be permitted on this site until said plans have been approved by the Director of Public Works and have been reviewed by the Planning Director.

5. No grading of the site shall occur which is not in compliance with the grading permit. Grading shall be completed under the supervision of the project soils engineer and/or engineering geologist, or project civil engineer who shall, upon its completion, submit a declaration to the Director of Public Works that all work was done in accordance with the recommendations contained in the soil and geologic investigation reports and the approved plans and specifications.

6. A qualified archaeological consultant shall meet on-site with the grading contractor and crew, prior to the commencement of grading, to instruct personnel on identifying possible indications of archaeological resources. All grading activity shall be monitored by a qualified archaeologist. If archaeological remains are encountered during construction, construction in the vicinity shall be halted, the archaeologist consulted, and the Planning Department notified. If, in the opinion of the archaeologist the remains are significant, measures as may be required by the Planning Director shall be taken to protect them.

7. A qualified arborist or horticultural consultant shall meet on-site with the grading contractor and crew, prior to the commencement of grading, to clearly identify and mark trees which shall be preserved, as well as their driplines. Consultant shall also instruct the contractor and crew on measures which must be taken to preserve trees during earthmoving activity. The qualified arborist or horticultural consultant shall remain on-site during grading and construction to ensure that measures specified in the approved tree protection plan are properly implemented. No trees or areas marked for protection by the consultant shall be damaged or removed without the specific approval of the Director of Public Works. If trees designated to be preserved are damaged or removed during the course of construction activities, they shall be replaced at a ratio of 5 to 1, at a minimum 15 gallon size.

8. Compliance with the construction grading plan, and assurance that grading will be completed satisfactorily (brought to a stable and erosion resistant state) in the event the project is prematurely terminated, shall be guaranteed in an amount and manner determined suitable by the Director of Public Works. Said guarantee shall be provided to the City, prior to issuance of grading permit. Grading proposed to extend beyond the limits of a final subdivision map, shall also be protected by the aforementioned guarantee.

9. No grading of the site shall occur between October 1 and April 15 of any year, without the prior approval of the Director of Public Works. Said approval may be granted, upon proof by the project soils engineer, that grading during the winter will not create erosion or sedimentation problems off-site.

10. Grading and construction activities, including vehicle access and equipment storage, shall be limited to portions of the site which are designated on the grading

plans to be disturbed.

11. Grading activities shall be limited to the hours between 7:00 a.m. and 6:00 p.m., Monday through Saturday. Once any units on the site are occupied, grading and construction shall be limited to weekdays between 8:00 a.m. and 6:00 p.m. Maintenance of construction equipment may occur any day between the hours of 7:00 a.m. and 8:00 p.m. If, in the opinion of the Director of Public Works, noise becomes a problem in the evening hours between 6:00 p.m. and 8:00 p.m., hours and/or permitted activities may be required to be adjusted. Hours and days of operation may be modified only with prior approval from the Director of Public Works.

12. All internal combustion engines or grading or construction equipment, used at the project site, shall be equipped with a muffler equal to or better than that supplied by the vehicle manufacturer. All equipment shall be maintained in good mechanical condition so as to minimize noise and air pollution from faulty engine, drive train, and other components. No muffler or exhaust system shall be equipped without cutout, bypass, or any similar device intended to thwart noise reduction. Contractor(s) shall provide written certification of compliance with this provision to the Director of Public Works, annually, through the duration of construction. In addition, if in the course of routine inspection City staff (or consultants responsible for monitoring site work) determine that there may be a violation, an inspection of equipment may be required and work may be stopped until the violation(s) is (are) corrected.

13. Blasting and the use of explosives shall be kept to a minimum. Appropriate state and local permits and approval of the Director of Public Works shall be obtained prior to the use of any explosives.

14. Dust control measures, as approved by the Director of Public Works, shall be followed at all times during grading and construction operations. Construction contracts shall include provisions requiring that exposed disturbed surfaces shall be watered in the late morning and at the end of the day at a minimum; when wind speed exceeds 15 miles per hour, more frequent watering shall occur. Stockpiled earth and trucks hauling dirt and other materials shall be covered to reduce dust. Reclaimed water shall be used for dust control.

15. Cut and fill shall be balanced in the subdivision. No material shall be exported from the site.

16. Stockpiling of topsoil and/or design of haul cycles, so that topsoil is not lost or mixed with other materials in fills, shall be required so that revegetation of graded areas can take place as much as possible, and shall be implemented as a part of the

grading permit issued by the Director of Public Works.

17. The storage of trash, construction debris, or materials shall not be allowed off site, in creek areas, or near significant vegetation during any phase of the project. Developers shall clean up trash or construction debris, prior to acceptance of the project by the City Council.

18. The finished floor elevations shall be a minimum of 1 foot higher than the surrounding catch basin grate elevations.

E. DRAINAGE

1. All storm drain facilities must conform to Alameda County's Subdivision Design Guidelines and Hydrology and Hydraulics Criteria Summary.

2. The portions of the storm drain system, which will drain an area greater than 50 acres, shall be designed for the 15 and 100 year recurrence interval.

3. Developers and their engineers shall demonstrate, with current field data and hydraulic calculations, that the existing creeks can adequately pass the 100 year flow. Should the creeks be inadequate, improvements will be required at the developer's expense.

4. Provide for permanent safe emergency overflow drainage release for the ponds and all locations where surface runoff may occur due to blockage of the storm drain system.

5. Debris basins and/or debris racks shall be installed at locations at the upstream portions of the drainage system, as required by the Director of Public Works. Adequate area within the tract boundary will need to be provided to allow for construction of these facilities.

6. All storm drain outfalls, which extend to the creek, shall be constructed in accordance with Zone 7 guidelines and requirements.

7. A special drainage design, including storm drain pipe, v ditches, debris control, and inlets with necessary easements, shall be installed behind lots 87-92, 190-193, and 240-243.

8. No structure shall be placed over proposed storm drain pipe or place loads on adjacent storm drain pipes or channels.

9. Each lot shall drain to a location in the master storm drain system, as approved by the Director of Public Works.
10. The developer shall provide measures to prevent the discharge of contaminated materials into public drainage facilities. The developer shall comply with the more restrictive of federal, state or local water quality standards and regulations.
11. As related to the project, and subject to the review and approval of the Director of Public Works, the existing storm drain system on Vineyard Avenue shall be upgraded to City standards to accommodate a minimum 15-year run-off. Easements shall be obtained for construction of improvements outside the right-of-way, or for drainage releases for overland flow.
12. Development of the site shall comply with applicable portions of the Alameda County Watercourse Ordinance. Work within or adjacent to a watercourse will require a permit from Alameda County Flood Control and Water Conservation District.
13. The fill behind lot 90 shall be sized such that it does not fall under the jurisdiction of the Division of Dam Safety.
14. In order to avoid downstream flooding, no significant concentration or augmentation of runoff, above natural levels to natural drainage, shall be permitted.
15. During critical summer low-water periods, as defined by the Director of Public Works, any creek water shall be collected above any grading/construction zones located on or near creek beds or drainage areas, and the water shall be continuously piped through the zones, as required by the Director of Public Works and Zone 7.
16. Any highly visible proposed V-ditches shall be constructed of brown-colored concrete, to the satisfaction of the Planning Director.
17. Prior to filing any Final Map(s), and subject to the review and approval of the Director of Public Works and the Planning Director, property lines shall be adjusted where necessary such that creeks and drainage channels always are located within commonly maintained open area.
18. The grading and drainage plans shall be revised to drain lots to the street wherever possible, in accordance with City of Pleasanton standards. Storm drain easements and storm drain lines shall be kept to a minimum within individually-owned lots. Concrete v-ditches, or rock-faced concrete ditches, catch basins, etc., may be installed within open space areas or in lots adjacent to open space areas to divert surface runoff from these areas to appropriate storm drain lines.

F. STREET IMPROVEMENTS

1. Per Item 3, "Street Improvements", of the Pre-Annexation Agreement, the developers shall submit a plan prior to submittal of the first Final Map, for approval by the Director of Public Works, for the widening and road improvements, including but not limited to, grading, paving, drainage, striping, channelization, signing, safety lighting, utility installation and relocation, realignment of curves, bicycle lanes, and transit stop and shelter along the site's frontages on Vineyard Avenue and Vallecitos Road, and transitions along frontages of properties adjacent to or near the site. Additional right-of-way dedication or land acquisition may be required by the Director of Public Works.
2. Precise design of traffic improvements/mitigation by phase, evaluation by an independent traffic engineer, preparation of necessary environmental documents, filing of appropriate guarantees and issuance of necessary permits from the City or State shall be required, prior to filing of each Final Map.
3. Developer shall pay all pro-rata expenses of preparing any environmental review and documentation for construction of required off-site improvements.
4. All streets in the project shall be private and shall be maintained by the homeowners' or property owners' association.
5. All interior streets and courts shall be essentially as shown on the typical street sections. A public service easement shall be placed over the entire private street right-of-way. An area five feet behind the curb shall be graded at a maximum slope of two percent towards the street.
6. All structural street sections shall be designed by a registered civil engineer and approved by the Director of Public Works.
7. Streets and easements shall be improved as shown on the Tentative Map, unless modifications to such are reviewed and approved by the Director of Public Works and the Planning Director. Said improvements shall be guaranteed under the Subdivision Agreement, as approved by the Director of Public Works.
8. Developer shall relinquish all access rights to City, State, and County right-of-way, except at future roadway locations, as shown on the Tentative Map. Additional access locations shall be reviewed and permitted, only with the approval of the Planning Director and the Director of Public Works.
9. Relocation and installation of improvements or public facilities, including but

not limited to, right-of-way and utility relocation costs, shall be accomplished at no expense to the City.

10. Traffic safety signs and devices and street name signs shall be installed in accordance with standards of the City. Proposed street names shall be reviewed and approved by the Planning Director prior to approval of any Final Map(s) and such names shall appear on the Final Map(s).

11. Developer shall coordinate with Zone 7 and the Director of Public Works for the installation of improvements on Vineyard Avenue in order to accommodate the proposed Zone 7 pipeline. Final improvements on the north side of Vineyard Avenue shall be constructed after the installation of the pipeline. Interim and final plans shall be subject to the review and approval of the Director of Public Works.

12. Developer shall enter into an agreement with the Director of Public Works, defining the location of construction traffic haul routes and form an amount of guarantee for roadway reconstruction of any roads damaged as a result of project construction and/or development.

13. The Final Map(s) shall show a Vineyard Avenue and Vallecitos Road cross-section which indicates the location of existing trees and utility poles in relation to the existing and proposed right-of-way and improvements. Location of proposed improvements, such as paths or sidewalks shall be to the discretion of the Planning Director and Public Works Director in an attempt to preserve existing trees, if possible.

G. SERVICES AND INFRASTRUCTURE IMPROVEMENTS

1. All utility distribution facilities within the land division shall be placed underground, including utilities on the west side of the Vineyard Avenue frontage.

2. All public infrastructure improvements and installation of utilities underground shall occur in conjunction with the Grading and Construction Phasing plans.

3. Prior to final preparation of the subgrade and placement of base materials for any street, all underground utility mains shall be installed and service connections stubbed out beyond curb lines. Public utilities and sanitary sewers shall be installed for each lot in a manner which will not disturb the street pavement, curb and gutter, and sidewalks when service connections are made.

4. Sanitary sewer lines shall extend off-site to the City system in Vineyard Avenue, unless other provisions are approved the City Council.

5. In accordance with the "Sewer System" section of the Pre-Annexation Agreement, developers shall construct sewerage system and pay fees as established by the City.
6. Prior to issuance of a grading permit, the grading and utility plans shall be revised to indicate sanitary sewer flow from each individual lot directly to a sewer main in the street. Directing sanitary sewer lines through adjacent lots which require sewer easements shall be avoided wherever possible. At the discretion of the Public Works Director, individual sewer grinder pumps and lifts may be utilized to avoid said easements.
7. Prior to filing any Final Map(s), a letter from Zone 7 shall be submitted to the Director of Public Works stating that the project will be served through a water turnout. The developer will be responsible for all costs of a water study and for constructing adequate water storage and delivery systems for the project, as determined appropriate by the Director of Public Works.
8. Prior to issuance of grading permits, the applicant shall provide proof (through deed, title, or other record), subject to the review and approval of the City Attorney and Director of Public Works, that the indicated PT&T easement has been abandoned, or otherwise provide proof that the agency which holds the easement will permit the construction of buildings within said easement.
9. Fire protection improvements, including fire hydrants, are to be installed by the subdivider in accordance with the requirements of the City Fire Department. Developer shall prepare a plan for emergency vehicle access and emergency communications for the golf course, subject to approval of the Fire Department.
10. In accordance with the Pre-Annexation Agreement, property shall be dedicated for park purposes, or the developer shall pay park dedication in-lieu fees as stated in Municipal Code Section 19.040.
11. Prior to City Council approval of any phase of the Final Map(s), the applicant shall submit a detail of the proposed street lighting, including photometries, for the project. All street lighting, even if non-standard PG&E fixtures are selected, shall be the maintenance responsibility of the homeowners, or as required by the Director of Public Works. Street lighting in the public right-of-way shall be installed in conformance with requirements of PG&E, Caltrans, and/or the Director of Public Works.
12. Phasing plans for utilities easement abandonment/relocation/installation, water tank installation and landscape and lighting installation shall be prepared in conjunction with grading and construction phasing plans and shall be subject to the

review and approval of the Director of Public Work and Planning Director.

H. FIRE MANAGEMENT

1. The developer shall comply with all Fire Department requirements, including, but not limited to, the following:

- a. Provide approved fire hydrants, water supply, access and blue dots. Fire hydrants with water pressure exceeding 150 psi shall have the tops painted blue to the satisfaction of the City Engineer and the Fire Marshall.
- b. Provide knox key/box access for fire department use.
- c. Provide minimum Class B fire retardant roofing.
- d. A fire management plan is required to be submitted to the Fire Department and Planning Director and approved prior to commencement of construction. This plan shall include provisions for continuing maintenance.
- e. Where fire protection facilities are to be installed by the developer, such facilities including all surface access roads shall be installed and made serviceable prior to and during the time of construction.
- f. All vehicle access ways to or through the undeveloped areas shall be secured to prevent unauthorized entry. Knox key access is required for emergency access.
- g. A minimum fire flow of 1,500 gpm at a residual pressure of 20 psi shall be provided.
- h. "No Parking" signs shall be posted on all access roads that are less than 20 feet in width, except the EVAs.

2. In accordance with the "Public Safety" section of the Pre-Annexation Agreement, the developer shall pay for the construction, or towards the construction, of a fire station at a location to be determined by the City Council.

I. VEGETATION/WILDLIFE

1. Prior to City Council approval of the Final Map(s), the developer shall submit a heritage tree study. In addition to the requirements of the Final EIR and any studies performed as part of the County of Alameda conditions of the development plan, the study shall include areas affected by the proposed water tank locations and tank access roads. This study should determine the number and size of the heritage trees that may need to be removed for each proposed tank location. The study also should recommend the location and arrangement of replacement trees, with an analysis of the screening effects of the replacement trees and reduction of tank visibility due to replacement trees. The tree study and the location and arrangement of replacement trees shall be subject to the review and approval of the Planning Director and Director of Public Works.

2. The California tiger salamander habitat shall be created and established to the satisfaction of the Department of Fish and Game, prior to any disturbance of existing breeding ponds.

I. LANDSCAPING

Pl: [unclear]

1. Prior to Council approval of a Final Map(s), a Landscape Design Program to be followed in designing and implementing landscaping plans for the entire project, including commercial areas, streets, intersections, entrance ways, fencing, and common landscaped areas, shall be prepared by a registered landscape architect and shall be reviewed and approved by the City's Design Review Board. The landscape program shall be based on general landscape proposals indicated on Exhibit "C," 1837th Zoning Unit - County Planning Department "Requirements and Performance Guidelines for Landscape Plans," and "Landscape Water Conservation Guidelines." Said program shall incorporate the following provisions:

a. Locally indigenous and/or non-invasive, drought-tolerant plants shall be emphasized. Where plants are selected which are not drought-tolerant, justification shall be presented to the Planning Director who shall have the discretion to approve or disapprove the selected species.

b. Energy and water efficient irrigation systems shall be used in all private and public landscaped areas.

c. In portions of the site where irrigated landscaping will abut open space areas which are either in their natural state or landscaped with locally indigenous species (e.g. the buffer along the Foley property line), transitions shall be gradual rather than abrupt to avoid sharp delineations between colors which could be seen off-site.

d. Fire-resistant landscaping shall be incorporated in areas adjacent to open space.

e. Street trees and landscaping shall be placed in a landscape strip between the curb and sidewalk.

f. All landscaping shall be designed and maintained so that adequate vehicular sight distance is provided.

g. Locally indigenous grasslands and special status plants shall be preserved wherever possible. Reseeding denuded slopes for erosion control shall be done with seed mixes which include locally indigenous grass species, wherever feasible.

h. Locally indigenous trees identified in the Ruby Hill Tree Survey and Evaluation (HortScience, August 1, 1989) shall be preserved or relocated on-site, unless determined by a qualified horticultural consultant to be unsuitable for preservation based on their current condition and potential to survive impacts of development. Landscape and fruit/nut trees identified by HortScience as suitable for preservation shall be preserved if feasible. The existing olive grove shall be preserved, however, individual trees may be relocated on-site if preservation of the

grove is infeasible. A minimum of 50 boxed specimen coast live oaks or valley oaks shall be incorporated into the project's landscape plan. In addition to the 50 boxed specimen trees, a minimum of three, 24-inch box size trees of like species shall be planted for every healthy tree with a mean base diameter of three inches or greater that is removed.

i. Retaining walls with natural surface materials or low-contrast color and vegetation treatments shall be used along project roads to minimize grading.

j. Additional vegetative screening should be used along the development edges, where appropriate, to soften view of peripheral buildings and to integrate landscaping with locally indigenous vegetation.

2. A Final Landscape and Irrigation Plan for any landscaping or fencing to be installed by the developer shall be reviewed and approved by the Planning Director prior to Council approval of a Final Map(s).

3. The developer shall be responsible for maintenance of all landscaping installed by the developer for one year beyond installation. Thereafter, the Landscaping and Lighting District (LLD) or POA shall be responsible for maintenance of common areas.

4. Prior to Council approval of a Final Map(s), the developer shall submit to the Planning Director for review and approval a set of Landscape Design Guidelines for individual property owners. These guidelines shall include standards and locations for open and solid privacy fencing, location of private pools, tennis courts and other accessory structures. The guidelines shall emphasize water conservation and compatibility of plant types with the terrain, climate, natural setting of this site.

K. PROPERTY-OWNERS' ASSOCIATION AND NOTIFICATION TO PROPERTY-OWNERS

1. Prior to filing of a Final Map(s), a master property owners' association (POA) encompassing all development and common areas in this project shall be formed or guaranteed. However, if common areas, such as the undeveloped open space and private recreational areas are in individual lot ownership or owned by a public entity, then the Planning Director, at his discretion, may waive the requirement for a master property owners' association. Conditions, Covenants and Restrictions (CC&R's) shall be approved by the Planning Director and shall, at a minimum, include the following:

a. Payment of dues and assessments shall be both a lien against the assessed land and a personal obligation of each property owner.

b. POA's shall maintain public liability insurance indemnifying the City against liability for personal injury or property damage caused by or resulting from development or improper maintenance of the project.

c. CC&R's shall require that common areas and private properties be

maintained in good repair.

d. Parking shall be allowed in designated locations only and streets shall be so posted. POA's shall enforce these restrictions.

e. In single family residential areas, parking or storage of recreational vehicles or trailer-haul routes shall be subject to the regulations of the City County Zoning Ordinance.

f. For all private lots, property owners shall install and maintain landscaping, private storm drainage, and any necessary engineering measures for slope stability to prevent and repair mass soil movement and erosion occurring on private property. POA's shall have the authority and responsibility to enforce this provision by performing necessary work and assessing the property owner.

g. Property sellers shall distribute the Natural Habitat Preservation Booklet to all new property owners within the project. Booklet shall be recorded with project CC&R's.

h. POA's shall have architectural review authority for any changes to building exteriors, including colors.

i. CC&R's shall provide that for single family units, all garages shall have sufficient area for two parking spaces. Garages shall not be used for storage that encroaches upon the required parking spaces.

j. Property owners or their tenants shall maintain their respective lots and units in good repair. POA's shall enforce this requirement.

k. Fencing on private lots shall conform to the overall project fencing plan.

l. CC&R's shall include provisions granting, authorizing and empowering the City to:

i) Determine that a special assessment is necessary to repair the common area or any part thereof, to the standard in the neighborhood and place a special assessment on the individual units for that purpose at the City's discretion. In furtherance of such grant, authority, or power, the City may place a lien on each unit in the project.

ii) Perform any work at the City's discretion in the common area, or any part thereof, to bring common area in compliance with the ordinances of the City in effect at the time of commencement of project construction. City may perform any work in the common area, or any part thereof, necessary to prevent the common area from becoming in violation or further violation of any ordinance of the City.

iii) Enforce any of the covenants, conditions, and restrictions for the project at the City's discretion.

2. Deeds for properties located within 1,000 feet of the state-designated "Regionally Significant Construction Aggregate Resource Sector" shall include notification to purchasers and lenders that the properties are located in proximity to

the resource sector and that there is a possibility that, at some time in the future, the resource could be mined. If this were the case, there could be attendant nuisances associated with the mining of sand and gravel, including dust, noise, and unattractive visual appearance. The precise wording of this notification shall be approved by the Planning Director, prior to filing the Final Map(s).

3. All property owners shall be notified that under the Alameda County Right-to-Farm Ordinance, residents of Alameda County, including adjacent landowners, have the right to farm and all those rights entail:

a. Certain nuisances, associated with agricultural practices both on-site and on adjacent properties, may affect project residents. Potential nuisances include, but are not limited to, noise, odor, dust, chemicals and other sprays, insects, and rodents;

b. Legal agricultural activities will not be curtailed as the result of the introduction of residential uses into the area;

c. Property owners, their invitees, guests, and agents assume the risk of living or working adjacent to landowners involved in agricultural practices and bear the duty to educate and inform themselves, invitees, guests, and agents of the dangers involved in trespassing on adjacent landowners' property, and restrictions exist on keeping of certain types of animals on the properties.

Notification of the information discussed above shall be given by the developers, their assignees or transferees and the homeowners' association, its representatives, agents, or managers, through the following means: deeds, CC&R's, and leases, title reports, and posting of signs and/or notices; and/or distribution of flyers informing property owners of specially scheduled occurrences which may be perceived as nuisances, (e.g. periodic chemical spraying). Further, the Alameda County Right-to-Farm Ordinance, in its entirety, shall be attached to all deeds, leases, and CC&R's. Failure to notification (i.e., non-disclosure) will not affect the title nor recording of any document, but may subject the seller or lessor or their respective agent to civil action by the purchaser or lessee, for any damages incurred as a result of nondisclosure.

This notification also shall be provided to guests, members or invitees of the golf club by the golf club's owner, managing agent or representative, through posting a notice in a conspicuous place in the clubhouse or other means.

4. Prior to first occupancy of a residential unit within any Final Map area, a landscape and lighting district (LLD) and/or homeowners' association shall be formed to accomplish the following functions at no cost to the City:

a. Maintain permanent drainage, erosion control and water quality facilities;

b. Inspect and maintain slopes and facilities, prior to October 1 of each year;

- c. Repair any mass soil movement or erosion involving common area property;
- d. Maintain common areas, fire buffer, undeveloped open space, and the Foley buffer;
- e. Maintain street lighting;
- f. Maintain all project streets and parking areas;
- g. Perform street sweeping on a regular schedule, as approved by the Director of Public Works, to minimize trash, oil and grease, and other toxic urban runoff to creeks and wetlands areas;
- h. Maintain the salamander habitat area in accordance with the Salamander Habitat Mitigation Plan, unless another organization accepts the responsibility for environmental protection or education purposes. Any alternative organization is subject to approval of the Planning Director.
- i. Maintain riparian areas outside of the golf course in accordance with the Riparian Area Protection Plan;
- j. Maintain the fire buffer areas, as recommended in the Ruby Hill Fuel Management and Wildfire Protection Plan;
- k. Maintain the bat habitat area, as recommended in the Ruby Hill Bat Survey;
- l. Maintain the trees on the site, as recommended in the Preliminary Tree Report for Ruby Hill; and
- m. Assume maintenance responsibility after the one year improvement guarantee period expires for each Final Map.

5. A natural habitat preservation booklet with recommendations for homeowners for protecting creek water quality and riparian habitat, preserving oak and other valuable trees, protecting the California tiger salamander, and minimizing conflicts with area wildlife shall be prepared by qualified biological and horticultural consultants. The booklet should discuss proper use and disposal of household toxic substances, control of pets, a list of locally indigenous, drought-tolerant, non-invasive plants for yard landscaping, and other suggestions. This booklet shall be provided to initial homeowners by the developers and to subsequent homeowners by the property owners' association. The developers shall submit a copy for approval by the Planning Director. The document shall be presented to potential buyers, who, prior to executing a purchase agreement, shall acknowledge in writing that they have read understand, and will abide by the information contained in the booklet. The developers and property-owners' association shall maintain records of these acknowledgements, and copies of these records shall be made available to the Planning Director upon request. Residents that do not abide by the information contained in the booklet shall be subject to a fee established by the property owners' association.

PREANNEXATION AGREEMENT

This Preannexation Agreement (the "Agreement") is entered into as of the 17th day of September, 1991, by and between the City of Pleasanton (the "City"), a California municipal corporation, and Ruby Hill Development Joint Venture ("Developer"), a California general partnership between Signature Properties I, a California limited partnership and Nicklaus/Sierra Development Corporation of Northern California, A California corporation.

R E C I T A L S:

A. Developer is the owner of or has the contractual right to acquire certain parcels of real property (collectively the "Property") located in the county of Alameda and more particularly as described on Exhibit "A" hereto.

B. Developer proposes to develop the Property for residential, recreational and agricultural purposes as a master planned rural development (the "Project") and has applied to the County of Alameda (the "County") for certain legislative and land use approvals that are within the County's jurisdiction to issue.

C. Project land use approvals requested from the County include an amendment to the County's general plan, and a zoning amendment (collectively the "Rezoning") and certification of an environmental impact report (the "EIR") prepared in connection with the Rezoning and related Project development approvals. The

EIR was certified by the County Board of Supervisors on March 7, 1991.

D. The Rezoning was approved by the County's Planning Commission on October 1, 1990 and by the County Board of Supervisors on June 6, 1991. The conditions to the Rezoning (the "Zoning Conditions") as approved by the County Planning Commission and as approved by the County Board of Supervisors are attached hereto as Exhibit "B". The County Board of Supervisors has developed a concept for the South Livermore Plan (the "South Livermore Plan Concept"), with the input of the City Council of the City, a copy of which is attached hereto as Exhibit "E". The Property is within the geographic area covered by the South Livermore Plan Concept.

E. A portion of the Property is currently within the City's adopted sphere of influence and the balance of the Property is not currently within the sphere of influence of any city. As provided herein the parties intend to have the Property annexed into the City, thereby giving City land use control over the Property.

F. There is public benefit to be derived from development of the Property in accordance with (1) the Rezoning, including the Zoning Conditions, (2) the goals, policies and standards of the South Livermore Plan Concept and (3) the terms and conditions hereinafter set forth in this Agreement.

G. Additional public benefit will be derived from the City's regulation of future land uses and public infrastructure improvements upon the City's annexation of territory (the "Territory") contiguous to the City, as further described on Exhibit "D" hereto.

H. By this Agreement, the City is not intending to alter, nor does it alter, the existing land uses of the Territory. Rather, the ultimate land uses of the Territory, other than the Property, will be determined as a result of further study by the City. City proposes to undertake no action or substantive land use regulatory change affecting the Territory without prior compliance with applicable requirements of the California Environmental Quality Act ("CEQA"). The land uses for the Property, as set forth herein, have been the subject of an Environmental Impact Report, certified by the County of Alameda. The public utilities and infrastructure improvements contemplated in this Agreement, in particular the water and sewage treatment facilities, will be designed and will be funded hereunder at capacities sufficient to serve only the Project, and not the remaining portions of the Territory.

I. Annexation of the Territory to the City in accordance with the terms of this Agreement will (1) result in rational comprehensive planning and implementation of the Project, (2) foster predictability, certainty, economy and efficiency in future development planning and (3) secure development of enhanced public facilities and improvements.

J. The purposes of this Agreement are to secure private-sector funding for future City sponsored planning efforts affecting the Territory, and to set forth the City's and Developer's respective responsibilities in pursuing future annexation of the Property, and not to determine or constrain in any way City's discretion to regulate future land uses within the Territory.

NOW, THEREFORE, in consideration of the foregoing, the parties hereby agree as follows:

1. Application for Annexation.

A. Developer hereby requests City to initiate appropriate applications for annexation of the Property into the City. City shall initiate through the Alameda County Local Agency Formation Commission ("LAFCO") appropriate applications for annexation of the Property and the Territory into the City. The City shall use its best efforts to diligently and promptly undertake all steps necessary for completion of the annexation proceedings; Developer shall cooperate with the City in seeking and processing the annexation through LAFCO. Developer shall pay all usual annexation and related fees applicable to the Property required by LAFCO in order to process the annexation proceedings. To the extent necessary, the City shall timely undertake all steps necessary to obtain approval from LAFCO for inclusion of the Property and the Territory within the City's sphere of influence so as to permit annexation of the Property to occur in an orderly manner pursuant to applicable law.

B. If LAFCO or any other agency having jurisdiction seeks to impose any condition to its approval of the City's annexation application, which condition(s) materially affects the Property in a manner requiring substantial modifications to the Project defined herein and unacceptable to Developer in Developer's sole discretion, Developer may request City to withdraw its application and terminate annexation proceedings as to the Property; provided, however, that the City, in its sole discretion, shall determine whether to withdraw its application. In the event City elects to withdraw its application and terminate annexation proceedings as to the Property, the Developer's obligation to pay annexation fees as required herein shall terminate.

2. Development Conditions.

A. Developer shall be entitled to develop the Property in accordance with the terms of the Rezoning, subject to the Zoning Conditions and Site Plan approved by the County, attached hereto as EXHIBIT "C", and subject to the terms of other County development approvals and development agreements issued or enacted by County pursuant to County jurisdiction.

B. As required pursuant to the Zoning Conditions, Developer shall pay fees to the land trust required to be formed pursuant to the South Livermore Plan Concept and shall otherwise develop the Property in a manner consistent with the South Livermore Plan Concept.

3. Street Improvements.

A. In the event that the following street improvements are constructed, Developer shall pay its pro rata share, as such share is determined by the City Engineer:

(i) The realignment of and improvements to Vineyard Avenue from the existing City limits to the boundary of the Property;

(ii) Any improvements needed at the intersection of Highway 84 and Vineyard Avenue and the intersection of Isabel Avenue and Vineyard Avenue; and

(iii) Any intersection improvements at (a) Bernal Avenue and Vineyard Avenue, (b) Valley Avenue and Stanley Boulevard and (c) Isabel Avenue and Stanley Boulevard.

B. If necessary to accelerate the timetable for construction of the realigned Vineyard Avenue in the "S" curve segment, Developer shall advance funds for such construction. Developer may enter into a reimbursement agreement with City or request the City to create a benefit district to provide Developer with repayment of any costs in excess of Developer's pro rata share from owners of other properties benefitted by such construction.

C. If Highway 84 becomes a City arterial thoroughfare rather than a state highway or toll road, Developer will dedicate right-of-way necessary to widen or extend the thoroughfare, and will provide funds for construction of the right-of-way improvements necessary to serve the Property.

4. Water Service.

A. Developer shall construct the Project water system to City standards.

B. If City water is available at the Vineyard Avenue frontage of the Property at such time as Developer requires water service to the Project, the City shall provide water service.

C. In that event Developer shall pay standard water hook-up and service fees otherwise chargeable generally to customers of City. In the event City water is not available at such time as Developer requires water service for the Project, Developer shall be entitled to obtain water service from a private water system.

D. If Developer initially obtains water service from a private water company, Developer shall thereafter be required to transfer to the City water service within 24 months from the time City water is available on Vineyard Avenue at the Property, at connection and service rates charged to other users in accordance with City ordinances and policies.

E. If wells, storage tanks, pipelines or other water facilities are built on the Property, or built by the Developer for the benefit of the Project, Developer shall take all necessary steps to ensure that such water facilities are dedicated to City at the time Developer transfers to City water service.

F. This Agreement does not guarantee the availability of sufficient water to serve the Project. The City shall withhold building permits for the Project if, at the time building permits are applied for, mandatory water rationing is in effect, unless the City has adopted a water offset program and unless the Developer is participating in the program. Notwithstanding the Developer's participation in such program, the City may withhold building permits if the City determines that sufficient water is not available at the time building permits for the Project are applied for; provided, however, that in the event that Developer has paid a capital fee, as provided in Section 5, for an off-site treatment plant, to the extent that the City realizes a net benefit from the use of the water derived from an off-site treatment plant, City shall develop a formula to provide Developer a certain number of building permits based upon Developer's pro rata contribution to the off-site treatment plant.

5. Sewer System.

A. The City and Developer jointly shall investigate alternative sewerage system options for the Property.

B. If the City elects to have the Developer construct a new treatment plant (not to exceed a capacity of 300,000 GPD, with reverse osmosis capacity) to serve the Property at a mutually acceptable site, Developer shall construct the plant in accordance with standards reasonably satisfactory to the City and the Dublin/San Ramon Sanitation District ("DSRSD"), provided that

Developer shall be entitled to construct such plant in phases to coincide with its development of the Project. Upon completion of construction, the plant shall be dedicated to DSRSD for operation in accordance with the applicable agreement between the City and DSRSD, and Developer's construction of the plant shall be in lieu of any Project sewerage hook-up or sewerage facility construction fees and charges. DSRSD and City shall determine whether the maintenance and operations costs for the plant shall be borne solely by the users of the plant or by all users of DSRSD facilities. In the event that the new separate treatment plant, either because there is unused sewage capacity in the plant as constructed or because the plant is expanded at a future date, is able to serve properties other than the Property, and in the further event that sewerage system fees and charges are subsequently collected by the City from other property owners served by the new separate treatment plant, such fees and charges will be reimbursed to Developer pro rata.

C. In the event that the City elects to cause Developer to utilize sewer hook-ups to the City's existing sewer system, Developer shall be responsible for those sewer connection fees normally charged to users within DSRSD and Developer shall in addition pay a capital fee. This capital fee shall be based on the cost of construction of a treatment plant on site, built to the standards identified in the Black and Veatch Report dated April, 1991, and/or to the standards of any local, state or federal regulatory agency, less (a) the sewer connection fees as

then set forth in Title 15 (Sewerage) of the Pleasanton Municipal Code and (b) the costs of the off site work associated with the physical connection of the Project to the City's existing sewer system. With respect to the payment of the sewer connection fees required by Title 15 (Sewerage) of the Pleasanton Municipal Code, Developer shall pay to City the City's then applicable sewer connection fees for all units within the Project at the time of the approval of the first final map for the Project. Developer shall pay the Dublin/San Ramon Services District sewer connection fees as provided by Title 15 of the Pleasanton Municipal Code.

D. In the event that the City elects to cause Developer to utilize sewer hook-ups to the City's existing sewer system as provided in Section 5C, City shall use its best efforts to reserve sewer capacity for the Project, but this Agreement does not guarantee the availability of sufficient sewage treatment capacity to serve the Project; building permits may be withheld if the City determines that sewage treatment is not available at the time building permits for the Project are applied for.

E. Notwithstanding the provisions of Section 5D, in the event that Developer has paid a capital fee, as provided in Section 5C, for an off-site treatment plant, to the extent that City realizes a net benefit from the sewage capacity derived from an off-site treatment plant, City shall develop a formula to entitle Developer to sewer capacity based upon Developer's pro rata contribution to the off-site treatment plant.

6. School Fees. Developer shall pay such school impact fees as are required by state law. In addition Developer shall participate in a capital fee program for construction of facilities in the school district if the program encompasses projects other than the Project. Developer acknowledges that different funding or financing mechanisms may be used for areas outside the Property. City shall approve any such capital fee program.

7. Public Safety.

A. Developer shall pay, in an amount to be negotiated between the parties but in no event less than \$500,000, for the construction, or towards the construction, of an on-site or off-site fire station. Developer may enter into a reimbursement agreement with City or request the City to create a benefit district to provide Developer with repayment of any cost of construction in excess of Developer's pro-rata share from owners of other properties benefitted by such fire station.

B. All structures over 500 square feet shall be equipped with automatic fire sprinklers regardless of the distance from the nearest fire station if such sprinklers are required on a City wide basis.

8. Park Fees.

A. At the time of the filing of the first final map for the Property, City shall elect whether the Developer shall dedicate up to 10 acres of land, located at the northwest corner of the Property as determined by City, or pay the then applicable

in-lieu fees, pursuant to the City's Parkland Dedication Ordinance. City shall prepare an initial study if it elects to require the dedication of land for park and recreational purposes.

B. If the Developer dedicates land as provided in Section 8A, and if the number of housing units on either the first or any subsequent final map requires the dedication of land for park and recreational purposes in excess of the number of acres which the Developer has dedicated in Section 8A, then the Developer shall satisfy the requirements of the City's Parkland Dedication Ordinance by paying the then applicable fees for the additional housing units pursuant to the Ordinance. Developer may apply for credit for private open space within the Project as provided in the City's Parkland Dedication Ordinance.

9. Emergency Access. Developer shall prepare a plan for emergency vehicle access and emergency communications for the golf course, subject to approval by the City. The emergency vehicle access will include access through the golf course to and from those cul-de-sacs designated by the City as needing alternative emergency access.

10. Design Review Guidelines. Developer shall prepare for the City's review a complete set of design review guidelines for the improvements to be constructed on the Property. The guidelines shall be subject to approval by the City's Design Review Board. Developer shall require all Project improvements to be constructed in accordance with the design review guidelines,

subject to City staff review of all building designs in the course of its normal plan check process. The design review guidelines shall be subject to change by Developer only with the approval of the City's Design Review Board.

11. Private Roadways. All private roadways will be designed to City standards and approved by the City's Public Works Director.

12. Golf Course Design. The design of the golf course on the Project shall be subject to an arborist's survey of heritage trees. Any proposed loss of trees shall be subject to approval by the City.

13. Limitations on Construction.

A. Developer shall construct, and be allowed to occupy, no more than the following number of residential units in each of the following years:

<u>No. of Units</u>	<u>Year</u>
175	1993
175	1994

The allocation of the remaining number of housing units shall be considered by the City Council during its Growth Management approval process for 1992.

B. A building permit may be obtained six (6) months prior to January 1st of the year in which the unit may be constructed or at any time thereafter until December 31st of the calendar year following the year in which the unit may be constructed; provided, however, that the owner of any lot created

by a final map recorded prior to the expiration of the time period provided herein, shall be entitled to the issuance of a building permit under this section. If a building permit for any unit is not obtained as provided herein, Developer shall thereafter be unable to construct such unit without further agreement with the City.

14. Subdivision Map Processing. If the Property has not annexed to the City at the time Developer is ready to submit its tentative subdivision map, the City acknowledges that Developer shall be entitled to submit its tentative subdivision map to the County for approval; Developer shall, however, concurrently submit the proposed tentative subdivision map to the City Planning Commission and City Council for their review and comment prior to its submission of the map to the County. Developer shall incorporate all of the Commission's and Council's comments and conditions before obtaining approval of the tentative subdivision map from the County. In the event that County desires to make modifications to the tentative map, the Developer shall first receive City Council approval for such modifications. Upon approval of the tentative subdivision map by the County, all improvement plans for off-site and site improvements for the Project and the final subdivision map shall be processed through the City and shall conform to all applicable City standards.

15. Development Agreement. Developer intends to negotiate a statutory development agreement with the County at the time of approval of the tentative subdivision map (or at such other time

as Developer deems to be appropriate) in order to ensure Developer and the County, as well as the City as successor to the County, that all parties will receive the rights, benefits and entitlements set forth in the Project approvals and to ensure the affected public entities that they will receive the dedications, exactions, reservations and fees to which the Project is subject. Concurrently with Developer's submission of such Development Agreement to the County, Developer shall submit the Development Agreement to the City Council for its review and comment and Developer shall incorporate all of Council's comments on the terms and conditions thereof. In the event that County desires to make modifications to the Development Agreement, Developer shall first receive City Council approval for such modifications.

16. Termination of Agreement.

This Agreement shall have no further force and effect and each party shall be released from the obligations set forth herein in the following events:

A. That annexation of the Property to the City has not occurred within five (5) years after the date of execution of this Agreement, unless the Agreement is further extended by mutual consent of the parties;

B. That the City is unable to reach agreement with the County of Alameda concerning the allocation of real property taxes for the Property upon annexation, and that the City is unable to reach agreement with the Developer concerning the terms and conditions for a Service Area for the Property;

C. That the voters, pursuant to Articles 1 or 2, Chapter 3, Division 5 of the State Elections Code, prevent implementation of this Agreement.

17. Legal Action. Either party, in addition to any other rights or remedies herein provided, may institute legal action in the Superior Court of the County to cure, correct or remedy any default, enforce any covenant or agreement herein, or to enjoin any threatened or attempted violation of the rights of the parties hereto.

18. Applicable Law. This Agreement shall be construed and enforced in accordance with the laws of the State of California.

19. No Joint Venture or Partnership. The City and Developer hereby renounce the existence of any form of joint venture or partnership between the City and Developer, and agree that nothing contained herein or in any document executed in connection herewith shall be construed as making the City and Developer joint venturers or partners.

20. Indemnification.

A. Neither Developer nor any officer or employee thereof shall be responsible for any damage or liability occurring by reason of anything done or omitted to be done by the City under or in connection with any work, authority or jurisdiction delegated to the City under this Agreement. The City shall indemnify, defend and hold Developer harmless from any liability imposed for damage or injury occurring by reason of anything done or omitted to be done by the City under or in

connection with any work, authority or jurisdiction delegated to the City under this Agreement.

B. Neither the City nor any officer or employee thereof shall be responsible for any damage or liability occurring by reason of anything done or omitted to be done by Developer under or in connection with any work, authority or jurisdiction delegated to Developer under this Agreement. Developer shall indemnify, defend and hold the City harmless from any liability imposed for damage or injury occurring by reasons of anything done or omitted to be done by Developer under or in connection with any work, authority or jurisdiction delegated to Developer under this Agreement.

21. Cooperation in the Event of Legal Challenge. In the event of any legal or equitable action or other proceeding instituted by a third party, governmental agency or official challenging the validity of any provision of this Agreement or the annexation proceedings described herein, the parties shall cooperate in defending the action or proceeding. The Developer shall bear its own costs of defense and shall reimburse City for any court costs and attorneys fees which the City expends in defense of a legal action to this Agreement or the procedures thereunder.

22. Notices. All notices or communication required hereunder between the City and Developer shall be in writing, and may be given either personally or by certified mail, return receipt requested. If given by certified mail, the notice shall

be deemed to have been given and received on the first to occur of (i) actual receipt by any of the addresses designated below as the party to whom notice are to be sent; or (ii) five (5) days after a certified letter containing the notice, properly addressed, with postage prepaid, is deposited in the United States mail. If personally delivered, notice shall be deemed to have been given when delivered to the party to whom it is addressed. An party hereto, by giving ten (10) days' written notice to the other, may designate any other address in substitution of the address to which the notice or communication shall be given. Notices or communications shall be given to the parties at the addresses set forth below unless and until specified otherwise in writing:

If to the City: City Attorney
 City of Pleasanton
 123 Main Street
 Pleasanton, CA 94566

If to Developer: Ruby Hill Development Joint Venture
 c/o Signature Properties
 6612 Owens Drive
 Pleasanton, CA 94588

23. Miscellaneous.

A. Successors and Assigns. This Agreement shall apply to, bind and insure to the benefit of successors in interest of the parties hereto, including heirs, assigns, executors, administrators and all other parties, whether they succeed by operation of law or voluntary acts of the City or Developer.

B. Parties in Interest. This Agreement is entered only for the benefit of the parties executing this Agreement and not for the benefit of any other individual, entity or person.

C. Amendment of Agreement. This Agreement may be amended in writing by the original parties or their successors in interest.

D. Severability. If any term, provision, covenant or condition of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions of this Agreement shall continue in full force and effect.

E. Enforceability. Unless this Agreement is amended or terminated pursuant to the provisions of this Agreement, this Agreement shall be enforceable by either party hereto notwithstanding any change hereinafter enacted or adopted in any applicable General Plan, Specific or Precise Plan, zoning ordinance, subdivision ordinance or any other land use or building ordinance. The parties acknowledge that the sequence of land use approvals, infrastructure improvement agreements and related events all comprise a single enterprise necessary to the mutual purposes of this Agreement, and that performance or partial performance of the obligations set forth herein will induce reliance by the other party on the completion of the remaining obligations set forth herein is a necessary remedy to effectuate the parties' respective purposes, except as otherwise provided herein.

F. Entire Agreement. This Agreement, and the exhibits attached hereto, constitutes the entire understanding and agreement of the parties, and supersedes all negotiations or previous agreements between the parties with respect to all or any part of the subject matter hereof.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective officers on the date(s) set forth below as of the date first written above.

ATTEST:

By: Peggy Ezidra
CITY CLERK

"CITY"
CITY OF PLEASANTON,
a California municipal corporation

By: Deborah Acosta

APPROVED AS TO FORM:

By: Michael H. Stum
CITY ATTORNEY

Dated: 11-15-91

"DEVELOPER"

RUBY HILL DEVELOPMENT JOINT
VENTURE, a California general
partnership

By: Nicklaus/Sierra
Development Corp.
of Northern California,
a California corp.

By: Signature Properties I,
a California limited
partnership

By: [Signature]

By: [Signature]

Dated: 11/15/91

Dated: 11-15-91

MHR.dls/etc(preanex.agr)

EXHIBIT 'A'

EXHIBIT 'A'



FOUNDERS TITLE COMPANY

450 Main Street, Suite 100, Pleasanton, CA 94566

PRELIMINARY REPORT

Issued for the sole use of:

Signature Properties
6612 Owens Drive
Pleasanton, California
Attn: Jim McKeegan

Our Order No. PL-19314 PM

Reference

When Replying Please Contact:

Patti McGuire
Phone No. 415/462-9060

Property Address: Assessors Parcel No. 99-290-12
Pleasanton, California

In response to the above referenced application for a policy of title insurance, Founders Title Company hereby reports that it is prepared to issue, or cause to be issued, as of the date hereof, a Policy or Policies of Title Insurance describing the land and the estate or interest hereinafter set forth, insuring against loss which may be sustained by reason of any defect, lien or encumbrance not shown or referred to as an Exception below or not excluded from coverage pursuant to the printed Schedules, Conditions and Stipulations of said policy forms.

The printed Exceptions and Exclusions from the coverage of said Policy or Policies are set forth in Schedule I and Schedule I (continued) attached. Copies of the Policy forms should be read. They are available from the office which issued this report.

This report (and any supplements or amendments hereto) is issued solely for the purpose of facilitating the issuance of a policy of title insurance and no liability is assumed hereby. If it is desired that liability be assumed prior to the issuance of a policy of title insurance, a Binder or Commitment should be requested.

Dated as of May 8, 1991, at 7:30 A.M.

FOUNDERS TITLE COMPANY

CANDE MURRAY

Title Officer

The form of policy of title insurance contemplated by this report is:

A CLTA STANDARD COVERAGE - 1990, OWNER'S POLICY.

The estate or interest in the land hereinafter described or referred to covered by this Report is:

A FEE.

Title to said estate or interest at the date hereof is vested in:

**CATHERINE MCKEON TOPHAM, as to an undivided 1/2 interest AND
EILEEN MCKEON MICHAEL, as to an undivided 1/2 interest**

The land referred to in this Report is situated in the State of California, County of Alameda, an unincorporated area, and is described as follows:

All that portion of Plot 27 of the Bernal Portion of the Rancho el Valle de San Jose, as surveyed and determined in accordance with the final decree in partition in the case of Bernal Vs. Bernal, in the District Court of the Third Judicial District, in and for the County of Alameda, State of California, dated April 1, 1869 and recorded in Alameda County Records, on April 12, 1869, Book 40 of Deeds, Page 315, which lies Southwesterly of County Road No. 2065.

Assessors Parcel No. 99-290-12

At the date hereof exceptions to coverage in addition to the Exceptions and Exclusions in said policy form would be as follows:

1. Taxes, general and special, for the fiscal year 1991 - 1992, a lien not yet due or payable.

Code No. : 64-003

Assessor's Parcel No.: 99-290-12

2. The lien of supplemental taxes, if any, assessed pursuant to the provisions of Section 75, et seq. of the Revenue and Taxation Code of the State of California.

3. Rights of the public, County and/or City, in and to that portion of said land lying within the lines of County Road 2065 aka East Vineyard Avenue.

4. An easement affecting that portion of said land and for the purposes stated herein and incidental purposes as provided in the following

Instrument: Easement

Granted to: The Pacific Telephone and Telegraph Company

For : Maintain and construct communication facilities

Recorded : August 7, 1972, Reel 3200, Image 343, Series No. 71-107258, Alameda County Records

Affects : Western 10 feet



FOUNDERS TITLE COMPANY

1901 Harrison Street, Suite 104, Oakland, CA 94612

PRELIMINARY REPORT

Issued for the sole use of:

Signature Properties
6612 Owens Drive
Pleasanton, California 94566
Attn: Jim Cullis

Our Order No. OK-22405 PL

Reference

When Replying Please Contact:

Patricia Larson
Phone No. 510/763-0411

Property Address: East Vallecitos Road and Vineyard Avenue
County of Alameda

In response to the above referenced application for a policy of title insurance, Founders Title Company hereby reports that it is prepared to issue, or cause to be issued, as of the date hereof, a Policy or Policies of Title Insurance describing the land and the estate or interest hereinafter set forth, insuring against loss which may be sustained by reason of any defect, lien or encumbrance not shown or referred to as an Exception below or not excluded from coverage pursuant to the printed Schedules, Conditions and Stipulations of said policy forms.

The printed Exceptions and Exclusions from the coverage of said Policy or Policies are set forth in Schedule I and Schedule I (continued) attached. Copies of the Policy forms should be read. They are available from the office which issued this report.

This report (and any supplements or amendments hereto) is issued solely for the purpose of facilitating the issuance of a policy of title insurance and no liability is assumed hereby. If it is desired that liability be assumed prior to the issuance of a policy of title insurance, a Binder or Commitment should be requested.

September 4, 91

Dated as of _____, 19____, at 7:30 A.M.

FOUNDERS TITLE COMPANY

CANDE MURRAY

Title Officer

The form of policy of title insurance contemplated by this report is:

TO BE DETERMINED IF APPLICABLE.

The estate or interest in the land hereinafter described or referred to covered by this Report is:

A FEE.

Title to said estate or interest at the date hereof is vested in:

THE ROMAN CATHOLIC BISHOP OF OAKLAND, a corporation sole

The land referred to in this Report is situated in the State of California, County of Alameda, an unincorporated area, and is described as follows:

Portions of Plots 3 and 30 of the Bernal Portion of the Rancho el Valle de San Jose and a portion of the 1,423.42 acre tract of land conveyed by Mary Refugio Bernal de Kottlinger to T. W. Harris by Deed, recorded in Book 572 of Deeds, Page 197, Alameda County Records, described as follows:

Beginning at the Northwestern corner of said Plot 30; thence from said point of beginning along the line dividing said Plot 30 and Plot 27 of said Rancho South $89^{\circ}45'$ East 3,910.25 feet to a point in the Southwesterly line of County Road No. 2065; thence along said Southwesterly and Southerly line of said County Road South $48^{\circ}30'$ East 75.83 feet to an angle point thereof and South $89^{\circ}45'$ East 457.40 feet, leaving said Southerly line of County Road No. 2065 South $44^{\circ}43'30''$ East 435.45 feet to a point in the Northwesterly line of the State Highway IV, Ala. Route 108A, as said Highway is described in the Deed from Henry Grabau to the State of California, recorded December 27, 1939, Book 3852, Page 274, Alameda County Records; thence along last said line Southwesterly from a tangent bearing South $50^{\circ}15'28''$ West on the arc of a curve to the left with a radius of 7,050.00 feet, subtending a central angle of $1^{\circ}39'58''$, an arc distance of 205.01 feet continuing along said line South $48^{\circ}35'30''$ West 608.88 feet to a point in the Northwesterly line of existing State Highway, distant North $41^{\circ}24'30''$ West 50.00 feet from the Engineer's Station 330+83.74 in the center line of the Department of Public Works Survey for the relocation of a portion of the State Highway from Mission San Jose to Livermore, as described in said Deed 3852/274; thence continuing along said Northwesterly line of existing State Highway 66.00 feet wide, described in the Indenture between T. V. Perry, et al and the County of Alameda, recorded June 5, 1931, Book 2586, Page 468, Alameda County Records and as a portion of said Highway has been abandoned by the Resolution of the Board of Supervisors of Alameda County, State of California, recorded November 20, 1931, Book 2652, Page 357, Alameda County Records, the following courses: South $48^{\circ}35'30''$ West 1,789.61 feet, tangent to the last said course, on the arc of a curve to the left with a radius of 593.00 feet, subtending a central angle of $45^{\circ}10'45''$, a distance of 467.60 feet; South $3^{\circ}24'45''$ West 171.98 feet, tangent to the last said course on the arc of a curve to the right with a radius of 267.00 feet, subtending a central angle of $50^{\circ}52'05''$, a distance of 237.05 feet; South $54^{\circ}16'50''$ West 494.51 feet, tangent to the last said course on the arc of a curve to the left with a radius of 1,033.00 feet, subtending a central angle of $9^{\circ}31'55''$, a distance of 171.85 feet; South $44^{\circ}44'55''$ West 224.20 feet; tangent to the last said course on the arc of a curve to the right with a radius of 367.00 feet, subtending a central angle of $23^{\circ}22'25''$, a distance of 149.72

LEGAL DESCRIPTION (Continued)

feet; South 68°07'20" West 343.70 feet; tangent to the last said course on the arc of a curve to the left with a radius of 353.00 feet, subtending a central angle of 55°56', an arc distance of 344.61 feet; South 12°11'20" West 328.60 feet, tangent to the last said course on the arc of a curve to the left with a radius of 333.00 feet, subtending a central angle of 12°17'20", a distance of 71.42 feet; South 0°06' East 1,213.57 feet, tangent to the last said course on the arc of a curve to the right with a radius of 767.00 feet, subtending a central angle of 35°42'15", a distance of 477.96 feet; South 35°36'15" West 450.60 feet, tangent to the last said course on the arc of a curve to the right with a radius of 567.00 feet, subtending a central angle of 23°36', a distance of 233.55 feet; South 59°12'15" West 149.98 feet, tangent to the last said course on the arc of a curve to the left with a radius of 1,033.00 feet, subtending a central angle of 9°53'50", a distance of 178.44 feet; South 49°18'25" West 626.03 feet, tangent to the last said course on the arc of a curve to the right with a radius of 967.00 feet, subtending a central angle of 11°47'55", a distance of 199.13 feet; South 61°06'20" West 209.81 feet, tangent to the last said course on the arc of a curve to the left with a radius of 283.00 feet, subtending a central angle of 51°22'30", a distance of 253.76 feet; South 9°43'50" West 86.78 feet, tangent to the last said course on the arc of a curve to the right with a radius of 267.00 feet, subtending a central angle of 29°08'50", a distance of 135.83 feet; South 38°52'40" West 134.36 feet, tangent to the last said course on the arc of a curve to the left with a radius of 333.00 feet, subtending a central angle of 27°05'50", a distance of 157.49 feet; South 11°46'50" West 492.23 feet to the tangent last said course on the arc of a curve to the left with a radius of 5,033.00 feet, subtending a central angle of 2°10'50", a distance of 191.55 feet; South 9°36' West 311.06 feet, tangent to the last said course on the arc of a curve to the right with a radius of 1,967.00 feet, subtending a central angle of 5°31'10", a distance of 189.49 feet; South 15°07'10" West 148.29 feet, tangent to the last said course on the arc of a curve to the right with a radius of 967.00 feet, subtending a central angle of 14°20'36", a distance of 242.08 feet to a point in the Southwestern line of aforesaid Plot 3 of the Rancho el Valle de San Jose; thence leaving the Northwestern line of the State Highway along said Southwestern line of Plot 3 North 52°39' West 1,046.91 feet to the Southern corner of a 900.34 acre tract of land conveyed by T. W. Harris and wife to C. H. Schween, W. H. Martin and W. J. Martin by Deed dated October 2, 1899, recorded in Book 710 of

LEGAL DESCRIPTION (Continued)

Deeds, Page 314, Alameda County Records; thence along the general Eastern line of said 900.34 acre tract the following courses: North 41°05'54" East 153.12 feet; North 29°20'54" East 216.48 feet; North 38°35'54" East 275.88 feet; North 45°05'54" East 336.60 feet; North 10°35'54" East 270.60 feet; North 33°35'54" East 660.00 feet; North 27°05'54" East 229.68 feet; North 45°35'54" East 97.02 feet; North 58°35'54" East 145.86 feet; North 33°33'59" West 702.90 feet; North 39°48'59" West 425.70 feet; North 47°33'59" West 498.30 feet; North 49°48'59" West 726.00 feet; North 52°48'59" West 224.40 feet; North 0°15' East 1,155.00 feet; North 39°30' West 313.50 feet; North 53°45' West 553.08 feet; North 66°15' West 132.00 feet; North 38°15' West 292.38 feet; North 36°45' West 330.00 feet; North 14°45' West 231.00 feet; North 55°30' West 382.80 feet; North 32°45' West 1,066.56 feet to a point in the Southern line of Plot 28 of the Bernal Portion of the Rancho el Valle de San Jose; thence leaving aforesaid Eastern line of 900.34 acre tract along said Southerly line of Plot 28 South 89°45' East 2,065.80 feet to a point in the Westerly line of Plot 29 of said Rancho; thence along said line South 362.34 feet to the Southwestern corner thereof; thence along the Southerly line of said Plot 29 East 2,640.00 feet to the Southeastern corner thereof in the Westerly line of aforesaid Plot 30; thence along the line dividing said Plot 30 and Plot 29 North 0°15' East 1,819.34 feet to the point of beginning.

Excepting therefrom that portion thereof conveyed in the Deed executed by The Roman Catholic Bishop of Oakland to the State of California, recorded June 26, 1967, Reel 1987, Image 456, Series No. AZ-060331, Alameda County Records.

Assessors Parcel No's 99-475-1-2; 946-1991-1; 946-1991-2-2
and 946-1991-3



FOUNDERS TITLE COMPANY

1901 Harrison Street, Suite 104, Oakland, CA 94612

PRELIMINARY REPORT

Issued for the sole use of:

Signature Properties
6612 Owens Drive
Pleasanton, California 94566
Attn: Jim Cullis

Our Order No. OK-22404 PL

Reference

When Replying Please Contact:

Patricia Larson
Phone No. 510/763-0411

Property Address: 444 and 840 Vineyard Avenue
County of Alameda

In response to the above referenced application for a policy of title insurance, Founders Title Company hereby reports that it is prepared to issue, or cause to be issued, as of the date hereof, a Policy or Policies of Title Insurance describing the land and the estate or interest hereinafter set forth, insuring against loss which may be sustained by reason of any defect, lien or encumbrance not shown or referred to as an Exception below or not excluded from coverage pursuant to the printed Schedules, Conditions and Stipulations of said policy forms.

The printed Exceptions and Exclusions from the coverage of said Policy or Policies are set forth in Schedule I and Schedule I (continued) attached. Copies of the Policy forms should be read. They are available from the office which issued this report.

This report (and any supplements or amendments hereto) is issued solely for the purpose of facilitating the issuance of a policy of title insurance and no liability is assumed hereby. If it is desired that liability be assumed prior to the issuance of a policy of title insurance, a Binder or Commitment should be requested.

Dated as of September 4, 19 91, at 7:30 A.M.

FOUNDERS TITLE COMPANY

VALERIE CROWELL

Title Officer

The form of policy of title insurance contemplated by this report is:

TO BE DETERMINED IF APPLICABLE.

The estate or interest in the land hereinafter described or referred to covered by this Report is:

A FEE.

Title to said estate or interest at the date hereof is vested in:

RUBY HILLS DEVELOPMENT, California Joint Venture, Consisting of JNDC-NC, INC., a California Corporation AND SIGNATURE PROPERTIES I, a California Limited Partnership (subject to contract rights hereinafter described)

The land referred to in this Report is situated in the State of California, County of Alameda, an unincorporated area, and is described as follows:

PARCEL ONE:

Portion of Plot 28, as described in the Decree of Partition in The Action Had in the District Court of the Third Judicial District of the State of California in and for the County of Alameda, recorded in Book 40 of Deeds, Page 315, Alameda County Records, described as follows:

Beginning at the Northwestern corner of said Plot 28; thence East along the line dividing Plots 9 and 28, 40.00 chains; thence South 75.02 chains to a stake and mound in the Western line of Plot 29, as set out in said Decree; thence West 40.00 chains to a stake and mound at a corner of Plot 3, as set out in said Decree; thence North 75.02 chains to the point of beginning.

Assessors Parcel No. 946-1848-3-2

PARCEL TWO:

Plot 29 and portions of Plots 28 and 9, Rancho el Valle de San Jose as described in Decree, dated April 1, 1869, rendered by the Third District Court, Alameda County, Case No. 1723, entitled Augustine Bernal, et al., plaintiff vs Juan Pablo Bernal, et al., defendant, a certified copy whereof was recorded April 12, 1869, Book 40 of Deeds, Page 315, Alameda County Records, described as follows:

Beginning at the Southeastern corner of said Plot 29; thence along the Southern line of said Plot 29 West 40.00 chains to the Western line of said Plot 29; thence along the last named line and along the Eastern line of the 68.09 acre tract of land described in Deed to John Grellin, recorded February 25, 1885, Book 283 of Deeds at Page 172, Alameda County Records, North 81.24 chains, more or less, to the Northern line of County Road No. 2065; thence along the last named line South 89° 30' East 2.17 chains to an angle therein; thence continuing along said line of said road South 64° 15' East 41.41 chains to the Western line of County Road 2500; thence along the last named line and along the Western line of County Road No. 2041, North 25.20 chains to the Northern line of the 89.11 acre tract of land described in the Deed to Ernest Schween Co., recorded January 3, 1905, Book 1035 of Deeds, Page 315; thence along the last named line South 79° East 0.61 chains to the Eastern line of said Plot 9, being also the Eastern line of said County Road No. 2041; thence along said line of Plot 9 and along the Eastern line of said Plot 29 South to the point of beginning.

Assessors Parcel No. 946-1848-2