

SETTLEMENT AGREEMENT

THIS AGREEMENT is made and entered into this 29th day of July, 1998, by and between **GOBLE FAMILY LIMITED PARTNERSHIP II, L.P.**, ("Owner") and the **CITY OF PLEASANTON**, ("City").

RECITALS

A. Owner is the owner of real property in the City of Pleasanton commonly known as Hopyard Village ("the Property").

B. On the eastern side of the Property is a 52 space parking lot area ("Parking Lot"), shown on the attached Exhibit A that serves primarily Building 5 and Building 6 on the Property.

C. The Parking Lot is adjacent to the residences along Longspur Way ("Neighbors") and in the past various activities concerning the Parking Lot have disturbed the Neighbors.

D. In 1996 City adopted Ordinance No. 1678 that modified the zoning regulations applicable to the Property.

E. Thereafter, Owner's predecessor in interest filed suit against the City to set aside the new zoning regulations.

F. Settlement discussions involving Owner's predecessor, Owner, City and the Neighbors have taken place.

G. The legal dispute has centered on the range and type of appropriate uses in Building 5, but originates in claims by the Neighbors that retail and other land uses on the Property have had adverse impacts on them.

H. Based on a mutual interest in settling the dispute, Owner, City and the Neighbors have reached an agreement as to a list of commercial uses for Building 5 and performance standards governing the operation of the uses on list; the list is attached as Exhibit B and incorporated herein by this reference, and the Performance Standards are attached as Exhibit C and incorporated herein by this reference.

I. Owner, City and the Neighbors have reached an agreement concerning the use of the Parking Lot and the lighting therefor.

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

1. The Exhibit B list sets forth a mutually acceptable range and types of commercial uses that shall be allowed to operate in Building 5, subject to the Exhibit C Performance Standards.

2. Owner shall maintain the existing lighting for the Parking Lot as described below and as shown on Exhibit D. Any change to this lighting shall be subject to City's prior approval. The existing 10 foot tall light standard with two light fixtures located in the center island of the Parking Lot shall operate only during the time that the gate to the Parking Lot is allowed to be open, i.e, the two light fixtures shall be turned off no later than 7:30 p.m. and shall remain turned off until 6:00 a.m.

3. The traffic control gate or device at the entrance to the Parking Lot shall be opened each day no earlier than 6:00 a.m., shall be closed no later than 7:30 p.m., and shall remain closed until 6:00 a.m. the next morning; provided, however, that the gate or device shall not be opened until 8:00 a.m. on Saturdays, Sundays or holidays. Owner shall post and maintain a sign at the gate specifying when the gate will be open/closed and providing a phone number where the Owner's representative may be contacted for information. No tenant of the Property shall open or close the traffic control gate nor have a key to open/close the gate.

4. Owner shall require all of its tenants, lessees, and contractors not to work, park or create noise in the Parking Lot between the hours of 7:30 p.m. and 6:00 a.m. Notwithstanding any other provisions of the City's Municipal Code or the Property's zoning regulations, landscaping, Parking Lot sweeping, deliveries, leaf blowing and similar commercial or maintenance activities, including garbage collection in the Parking Lot, shall occur only between 8:00 a.m. and 7:30 p.m. during the weekdays (Monday through Friday) and shall be prohibited on Saturdays, Sundays, and holidays.

5. In connection with the mediation leading to this Agreement, the chief obstacle to compatible living between the Neighbors and the uses of Building 5 and the Parking Lot has been a real or perceived concern among the Neighbors that a representative of Owner could not be directly contacted to address a problem. To address this concern, Owner shall designate one of Owner's agents as responsible ("the Responsible Agent") for receiving and taking action upon the Neighbors' complaints. The Responsible Agent shall have at least one telephone number or pager at which he or she can be reached for any problem whatsoever relating to the Property's management. The Owner shall provide the Responsible Agent's name and telephone/pager number, (and any changes thereto), to the residents of 2766, 2778, 2790, 2808, 2820 and 2793 Longspur Way. Owner shall also provide the names and telephone or pager numbers of the Responsible Agents to the City Planning Department. If there is any problem whatsoever relating to the Property's management, any one of the Neighbors may contact the Responsible Agent. The Responsible Agent shall respond promptly, as necessary and appropriate, to such calls.

6. Between the hours of 7:30 p.m. and 6:00 a.m., only Owner, operators of emergency vehicles and management/security personnel shall enter the Parking Lot.

7. Owner acknowledges that once these provisions are incorporated into the zoning regulations applicable to the Property, City will enforce them and violations will be prosecuted/abated through the City's enforcement procedures, i.e., administrative citations, administrative remedies, or a civil action to abate a violation of City's ordinances. City may also seek to enforce specifically this Agreement.

8. Owner shall, within thirty (30) days of the effective date of this Agreement, install a lattice panel extension along the top of the existing masonry wall of 2820 Longspur Way and make any and all repairs or necessary replacements to the existing automatic timer by Building 5. The lattice panel extension shall be of the same type and cost as that which Owner installed for the other contiguous residents along Longspur Way. Owner's total contribution to the lattice improvements shall not exceed Two Thousand Five Hundred Dollars (\$2,500.00).

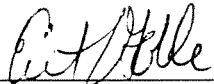
9. City shall initiate a change to the zoning regulations applicable to the Property to incorporate, to the extent relevant, the provisions of this Agreement.

10. This Agreement shall take effect once the zoning regulations applicable to the Property as provided herein take effect. Plaintiff shall thereafter dismiss with prejudice its pending action against City.

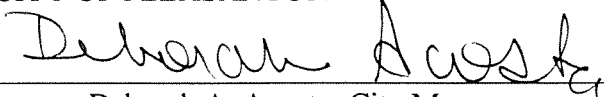
11. Each party to this Agreement shall assume its own attorney's fees and costs.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first hereinabove written.

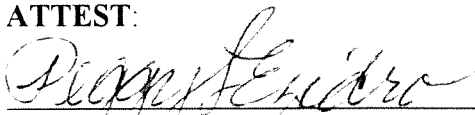
GOBLE FAMILY LIMITED PARTNERSHIP II, L.P.

By: 
Eric Hille
Its General Partner

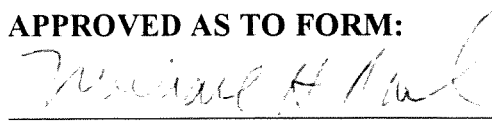
CITY OF PLEASANTON


Deborah A. Acosta, City Manager

ATTEST:


Peggy L. Ezidro, City Clerk

APPROVED AS TO FORM:


Michael H. Roush, City Attorney

HOPKINSON SHOPPING VILLAGE

PLEASANTON
SPORT COMPLEX

PLEASANTON CANAL

BUILDING 1

BUILDING 2

BUILDING 3

BUILDING 4

BUILDING 5
5737 VALLEY AVE.

LA PETITE
ACADEMY
6

2820
LONGSPUR
WAY
(LARSON)

2808
LONGSPUR
WAY
(POZZEBON)

2790
LONGSPUR
WAY
(HOLT)

2778
LONGSPUR WAY
(GADE)

2766
LONGSPUR WAY
(TERREO)

HOPKINSON ROAD

VALLEY AVENUE

EXHIBIT

A

EXHIBIT B

LIST OF COMMERCIAL USES THAT WILL BE PERMITTED BUILDING 5 (5737 VALLEY AVENUE)

Antique stores
Appliance sales and repairs
Art galleries and artists' supply stores
Barbershops and beauty shops
Bookstores
Clothing and costume rental establishment
Clothing, shoe and accessory stores
Copying and related duplicating services and printing/publishing services using only computers, copy machines, etc., not including lithographing, engraving, or such similar reproduction services
Florists
Gift shops
Hardware and plumbing and electrical supply stores
Interior decorating shops
Jewelry stores
Laboratories
Laundries and dry cleaners - Agents only; no on-site cleaning allowed
Leather goods and luggage stores
Locksmiths
Medical and orthopedic appliance stores
Office supply and business machine stores
Offices, including but not limited to businesses, professional and administrative, veterinarian and medical offices
Paint, glass and wallpaper shops
Photographic studios
Photographic supply stores
Picture framing shops
Plant shops
Saddlery
Scientific instrument shops
Shoe stores
Specialty stores selling those items normally sold in department stores
Stamp and coin stores
Stationary stores
Tailor or dressmaking shops
Taxidermists
Television and radio sales and repair shops
Watch and clock repair shops

EXHIBIT C

PERFORMANCE CRITERIA

All permitted uses listed in Exhibit B for Building 5 shall be subject to those performance criteria which shall be incorporated into all new tenant leases as follows:

1. Businesses shall limit their hours of operation (hours open to the public) from 8:00 a.m. to 7 00 p.m. ("Hours of Operation").
2. Notwithstanding No. 1, operators of businesses and their employees may occupy their spaces after the Hours of Operation provided they comply with the following conditions:
 - (a) After Hours of Operation, access to and exit from the tenant spaces shall only be through doors opening to Valley Avenue;
 - (b) All activities shall be confined inside the tenant space;
 - (c) The Parking Lot shall not be used for any purpose except during the Hours of Operation;
 - (d) Deliveries shall be limited to between 8:00 a.m. and 7:30 p.m. Delivery vehicles shall not wait in the Parking Lot prior to, or after, the delivery times stated herein.
3. Outdoor storage or displays are prohibited.
4. All doors shall remain closed at all times.
5. The existing tenants (as of April 30, 1997) shall be permitted to operate under the conditions stated in Ordinance No. 1227 subject to the performance criteria stated herein.

✕ - BOLLARD
 □ - TWIN HEAD POLE
 — - 1" CONDUIT

TRACT 3254
 71 M II

The Contractor shall furnish, install, and secure the
 owner, the architect, the Engineer and his Consultants and
 each of their officers, employees and agents from any and
 all liability claims, losses or damages arising or alleged to
 arise from the performance of the work described herein, and
 not including the sole negligence of the owner, the architect,
 the Engineer and his consultants and each of their officers,
 and employees and agents.

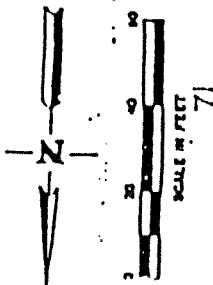
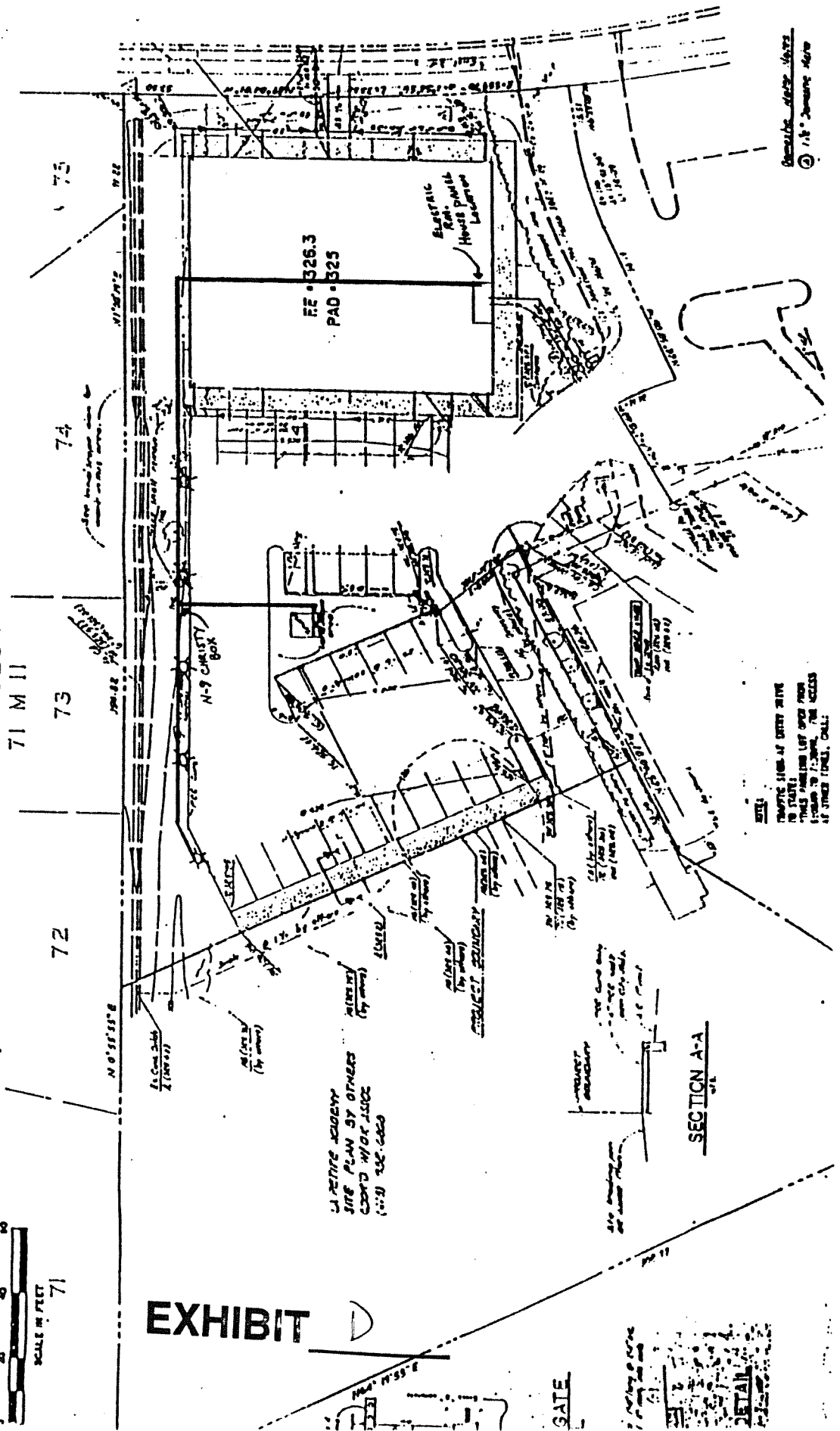


EXHIBIT D



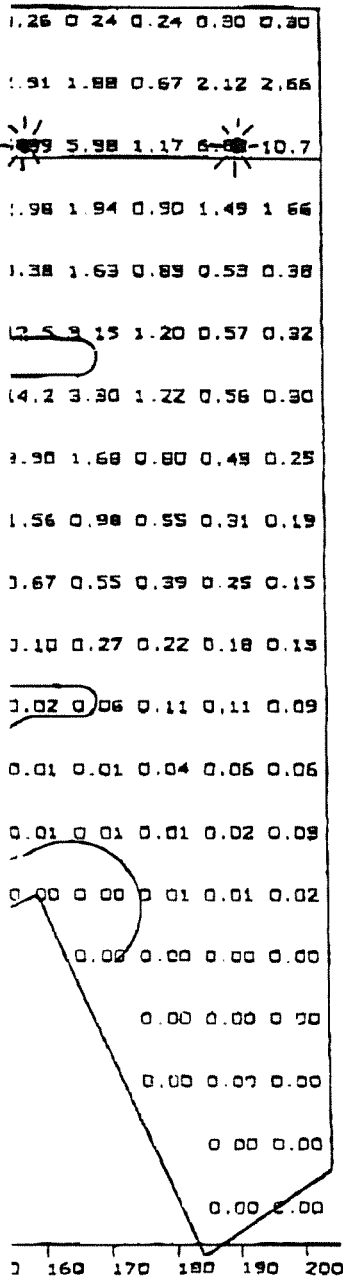
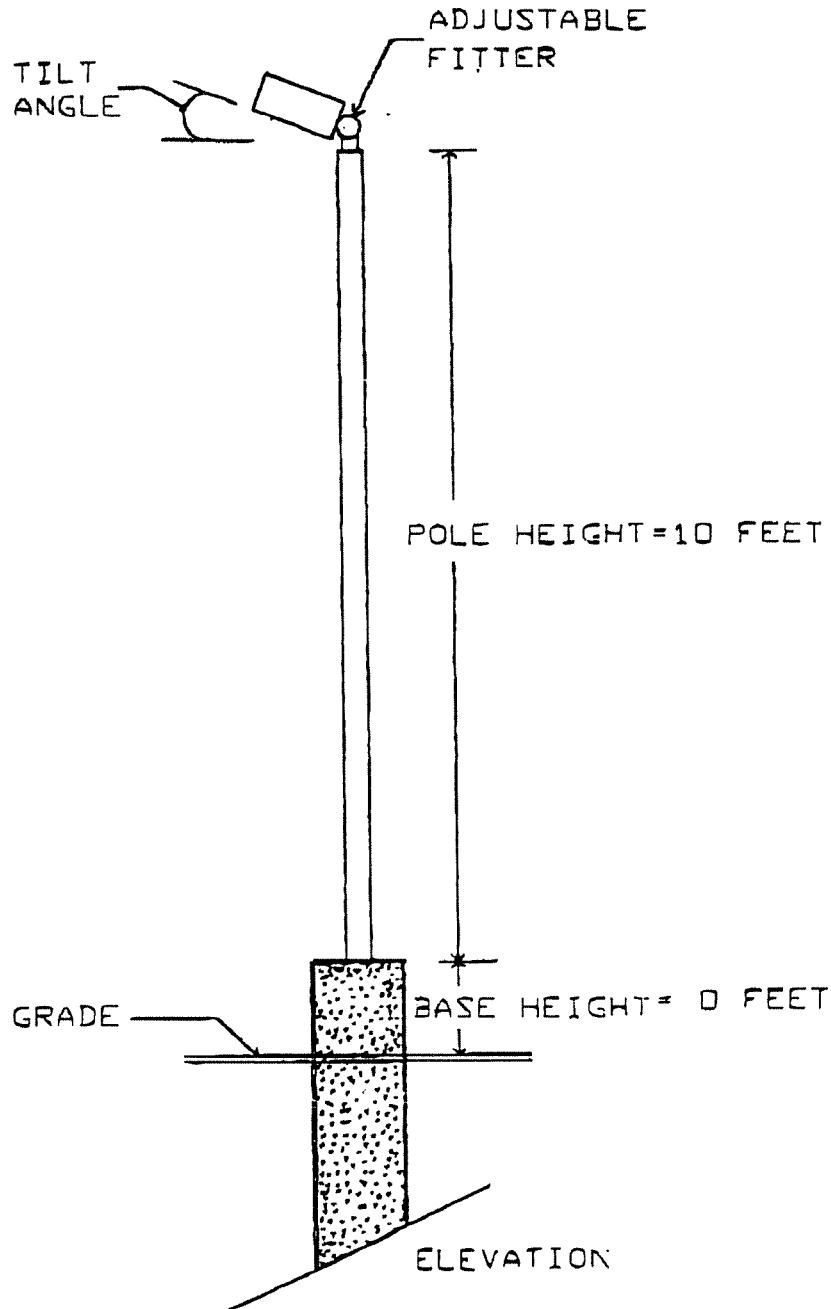
SECTION A-A

TRAFFIC LIGHT AT ENTRY GATE
 TO TRACT
 TRUCK PARKING LOT OPEN FROM
 5:00 AM TO 1:00 PM, THE ACCESS
 AT TIMES (HALL) ONLY

REMARKS: SEE 1672
 1/15/2000 ADP

VALLEY AVENUE

MOUNTED WITH A 30 DEGREE TILT
AND 30 DEGREE ROTATION
TO THE WEST



LUMENS	LLF
9500	.8
50000	.8

MAINTAINED FOOTCANDLES
SHOWN AT GRADE

AVERAGE = 2.6 fc
MAXIMUM = 128 fc
MINIMUM = 0 fc
AVG/MIN = 0
MAX/MIN = 0

PROJECT NAME:

HOPYARD VILLAGE PARKING LOT

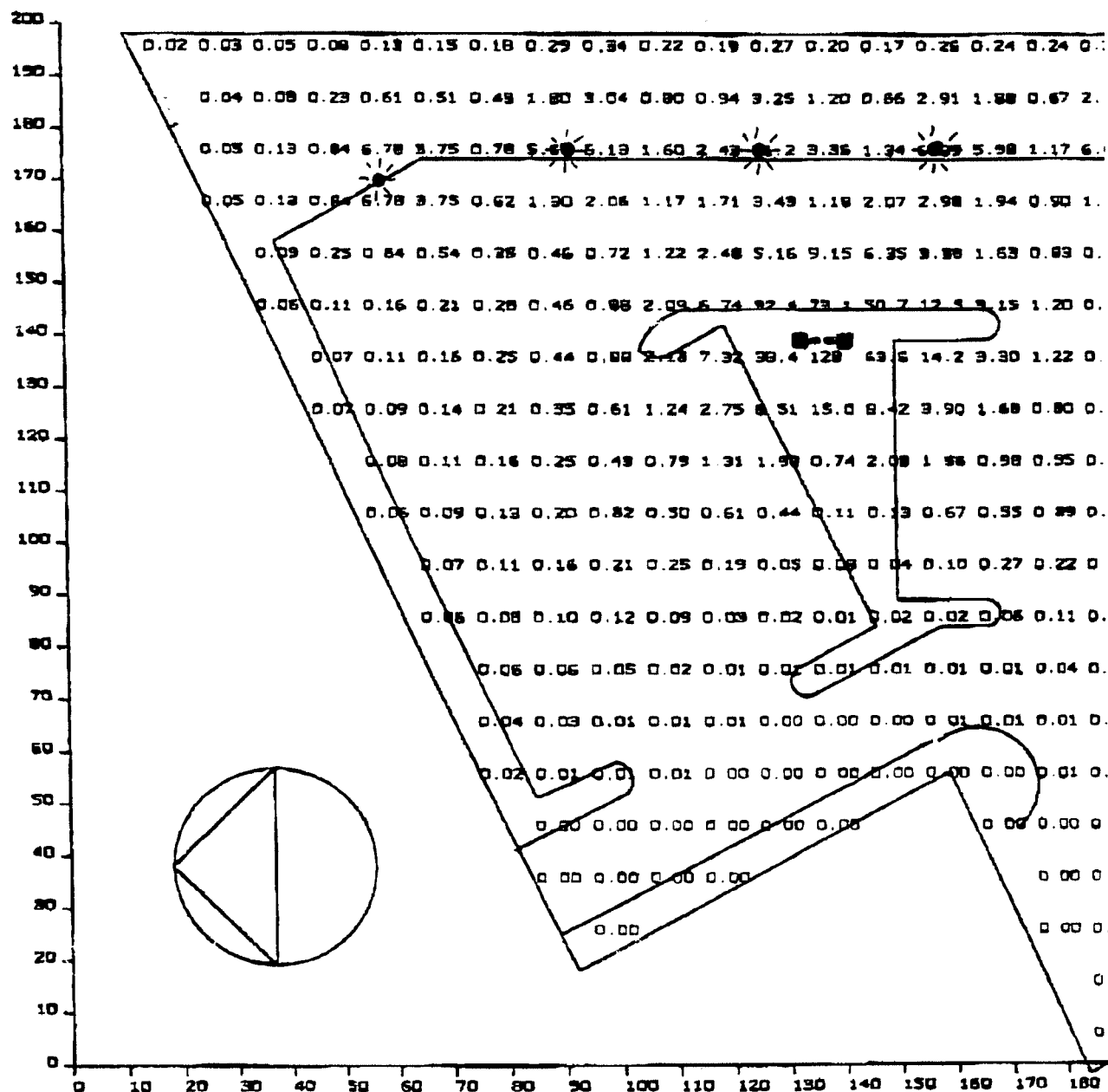
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SCALE: 1" = 30 FEET

DATE: 08-20-96

ENGINEER: MATT T.

EXHIBIT D



LABEL	QTY	CATALOG # & VATTAGE	DESCRIPTION	LUMENS	LLF
HC	5	HC0510-D (100W HPS)	CLEAR ROUND BOLLARD	9500	.8
FS	2	FS9540-M (400W HPS)	STANDARD FLOODLIGHT 6V X 7H	50000	.8

LAYOUT DONE ACCORDING TO CURRENT INSTALLATION

(400W HPS) NOT RECOMMENDED AT A 10 FOOT MOUNTING HEIGHT

EXHIBIT D

TOTAL P.03